



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.

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

**Tuesday, October 27, 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 October 27, 2020:**

https://us02web.zoom.us/webinar/register/WN_n-9vaSUmRBKbpC5CmF-Umw

**Committee of the Whole
Bentonville Community Center
BCC Community Rooms**

**Tuesday, October 27, 2020 6:00 p.m.
1101 Southwest Citizens Circle**

**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**

AGENDA

1. Request that the City Council adopt a formal resolution to recognize, commend, and congratulate Detective Corporal Jerrod "JC" Wiseman on his retirement from the City of Bentonville Police Department. This resolution recognizes JC Wiseman for more than 25 years of Arkansas law enforcement service to include more than 14 years of dedicated and decorated service to the Bentonville Police Department. This resolution also wishes JC Wiseman much health, happiness, and continued success in all of his future endeavors. See attached resolution. **(Pages 7-8)**

2. 2020 Street Overlay Presentation – Tony Davis, Street Manager.

3. Demonstration of online utility bill payment system's new donation option. **(Page 9)**

4. Planning:

- 4a. **Ordinance accepting a lot split of Lots 1-3 of The Reserve Subdivision, Paul & Sue Ollar, Greenhouse Road, PRD, Planned Residential Development & A-1, Agricultural.**

(Pages 15-18)

The Planning Commission voted 6-0, recommending approval.

A lot split of previously un-platted section land creating new Lots 1, 2, and 3 of The Reserve Subdivision. The plat dedicates additional utility easements to meet the requirements of the associated large scale development. The plat dedicates additional right-of-way to meet the requirements of the Master Street Plan and to support the street improvements of the large scale development. The plat shall dedicate a cross access easement over the top of the commercial drive connection to SW Regional Airport Boulevard.

- 4b. **Ordinance accepting a lot split of Lot 27 of Railroad Addition, Sherry Perry, 306 SE A Street, DE, Downtown Edge.**

(Pages 19-21)

The Planning Commission voted 6-0, recommending approval.

A lot split of part of Lot 12, Block 3 of Railroad Addition creating new Lot 27, Block 3 (+/-0.18 acres). Per the requirements of the Master Street Plan, right-of-way is being dedicated along SE A Street. A 10-foot wide utility easement is being dedicated along the length of the eastern property line adjacent to SE A Street.

- 4c. **Ordinance accepting a lot split of Lots 2-3 of Shellfish Subdivision, Whorton Family Trust, 407 SW C Street, DN-2, Downtown Medium-Density Residential.**

(Pages 22-24)

The Planning Commission voted 6-0, recommending approval.

A lot split of existing Lot 1, creating new Lot 2 (+/- 0.21 acres) & Lot 3 (+/- 0.18 acres) of Shellfish Subdivision. Per the requirements of the Master Street Plan, additional right-of-way is being dedicated along SW 5th Street. Right-of-way is adequate along SW C Street. All necessary utility easements were dedicated with a previously approved plat.

- 4d. **Ordinance accepting a lot split of Lots 1-2 of Casey Subdivision, Jerry Casey, 1117 SE 33rd Street, A-1, Agricultural & R-O, Residential Office.**
(Pages 25-27)

The Planning Commission voted 6-0, recommending approval.

A lot split of un-platted section land that will create Lot 1 (+/- 1.97 acres) and Lot 2 (+/- 0.14 acres) of Casey Subdivision. The plat dedicates an electric easement and additional right-of-way.

- 4e. **Ordinance accepting a property line adjustment of Lot 1 of Venus Subdivision, Bryan Family Trust, 1306 NW 9th Street, R-1, Single Family Residential.**
(Pages 28-30)

The Planning Commission voted 6-0, recommending approval.

A property line adjustment creating Lot 1 (+/- .77 acres) of Venus Subdivision. The plat dedicates additional right-of-way to meet the requirements of the Master Street Plan.

- 4f. **Ordinance changing real estate from PUD, Planned Unit Development to C-2, General Commercial, Tollett Wood, LLC, SW F Street & SW Regional Airport Boulevard.**
(Pages 31-34)

The Planning Commission voted 6-0, recommending approval.

The original PUD request was approved on November 24, 2003, with the preliminary plat approved on August 16, 2004. The property received final plat approval on August 15, 2006. PUDs require building permit approval within 18 months of final plat approval or the PUD is revoked. The Community Plan supports infill development at this location, taking advantage of existing infrastructure. The request is consistent with the Future Land Use Plan as Commercial. Staff has reviewed this application and recommends approval.

- 4g. **Ordinance changing real estate from R-1, Single Family Residential to DN-2, Downtown Medium-Density Residential, Bailey Family Trust, 410 SW 4th Street.**
(Pages 35-39)

The Planning Commission voted 6-0, recommending approval.

The Future Land Use Map currently depicts this property as Medium-Density Residential. Medium-Density Residential areas typically include townhouse, duplex, and denser single-family development. This lot is directly south of 329 SW D Street zoned RC-2, Central Residential Moderate Density and is similar in design and intent as DN-2, Downtown Medium-Density Residential. End of block DN-2 lots allow for townhomes, two-family, and single-family developments. This area

has experienced a higher volume of redevelopment; most properties have been teardowns and rebuilds. With its proximity to the arts district, current Walmart home office location, and the downtown square, continued redevelopment will occur in this and an expanding footprint.

The staff has reviewed this application. Its conformance to the Community Plan for Priority Area 1, Downtown Intensification, Subarea 5 High-Density Residential, is consistent with the Future Land Use Plan and falls in the area of potential change. Staff recommends approval.

- 4h. **Ordinance changing real estate from I-2, Heavy Industrial, R-3, Medium Density Residential, R-O, Residential Office, and C-2, General Commercial to PUD, Planned Unit Development, Wal-Mart Stores, Inc., 301 SE J Street.**

(Pages 40-49)

The Planning Commission voted 6-0, recommending approval.

The applicant requests additional property, originally railroad right-of-way, be included in the planned unit development. The inclusion of the railroad right-of-way adds two parking decks, an additional commercial building, and one surface parking lot to the original PUD approved by Planning Commission on August 18, 2020 and City Council on August 25, 2020.

- 4i. **Ordinance accepting a final plat for Autumn Hills Subdivision.**

(Pages 50-57)

The Planning Commission voted 6-0, recommending approval.

The final plat consists of 54 total lots, 50 of which are buildable single-family lots with an average lot size of 0.30 acres. The four remaining lots contain private alleys, a storm-water detention pond, and a public lift station that was constructed with the subdivision. The plat dedicates 50-foot public street rights-of-ways for two newly constructed public streets named SW Autumn Hills Road and SW Vena Avenue. Various public utility easements are also being dedicated with the plat to serve the subdivision.

5. Resolution to request city staff to study and develop an ordinance to regulate short-term rentals in the City of Bentonville. The attached memo discusses the research process and resources needed to implement an adopted ordinance.

(Pages 58-63)

6. Appointment of Allison Glenn to Position 5 on the Public Art Advisory Committee (PAAC). Ms. Glenn is the Associate Curator, Contemporary Art for Crystal Bridges Museum of American Art and has over a decade of working in the public realm. This will be Ms. Glenn's first term, beginning November 1, 2020 and expiring Oct. 31, 2023.

(Pages 64-70)

7. Reappointment of Lauren Haynes to a second term to the Public Art Advisory Committee (PAAC). Ms. Haynes is the Director of Artist Initiatives and Curator, Contemporary Art for Crystal Bridges Museum of American Art and oversees the visual arts program at The Momentary. This will be Ms. Haynes' second term, beginning November 1, 2020 and expiring Oct. 31, 2023.

(Pages 71-75)

8. Public hearing and ordinance vacating a Utility Easement requested for multiple (15) lots at Livingston Square Subdivision (VAC20-0023). **(Pages 76-88)**
9. Public hearing and ordinance vacating a Utility Easement requested for LOT 10 of Ivy Place Subdivision (VAC20-0024). **(Pages 89-91)**
10. Public hearing and ordinance vacating a Utility Easement requested for LOT 215 of the Original Town (VAC20-0025). **(Pages 92-95)**
11. Resolution setting a Public Hearing for November 10, 2020 for a Utility Easement Vacation requested for LOT 21 of Creekstone Subdivision (VAC20-0026). **(Pages 96-98)**
12. Resolution setting a public hearing for November 10, 2020 for a Utility Easement Vacation requested for East end of SW Opal Road (VAC20-0027). **(Pages 99-101)**
- 13a. Resolution authorizing the Mayor to enter into an agreement with OR Colan to provide professional services for property acquisition of public improvements required for the development of the Walmart Global Home Office project in the amount of \$88,775.00. **(Pages 102-132)**
- 13b. Budget Adjustment accepting funds for the property acquisition agreement with ORC. **(Pages 133-134)**
14. Resolution to declare one (1) 2009 Chevrolet Police Package Impala (unit 2010-80, VIN 2G1WS57M991286340) as surplus property. This vehicle was previously used as an unmarked detective and administration car. Upon approval and being declared as surplus, this vehicle can be transferred to the City of Sulphur Springs Police Department. This city would use this vehicle, as equipped, to conduct patrols within their jurisdiction and also answer calls for service. Transferring ownership in this manner represents a responsible and safe disposition of police equipped vehicles and also saves our city the costs associated with the removal, storage, and proper disposal of any remaining law enforcement only equipment that cannot be transferred to another vehicle. Additionally, this transfer encourages local partnerships, supports law enforcement and public safety in Northwest Arkansas and provides meaningful assistance to another city within our county. **(Pages 135-137)**
15. A resolution to declare removed Memphis teardrop luminaries surplus. **(Pages 138-140)**
- 16a. A resolution to enter into an agreement with Futura Systems, Inc. to provide mapping, design, and workforce management software to BEUD for \$86,575.00. **(Pages 141-178)**
- 16b. A budget adjustment moving \$61,100.00 from Underground Primary to Computer Software in order to cover the costs of Future and DataVoice converting the existing BEUD AutoCAD map to ESRI. **(Pages 179-180)**
17. An ordinance granting the Library Advisory Board authority to approve naming recognitions related to fundraising efforts for Bentonville Public Library. **(Pages 181-183)**
- 18a. Resolution authorizing the Mayor and City Clerk to enter into an agreement with Turner Revocable Trust, Charles H. & Marilyn S., & Hawkins, Lawrence H. & Linda J., in the amount of \$850,000.00, plus closing costs estimated at \$9,000.00 and

including \$10,000.00 earnest money, for the purchase of the property located at 401 South Main Street. Additional costs totaling \$19,800.00 will fund other services associated with the purchase. The property will provide greater expansion opportunities for Bentonville Public Library. **(Pages 184-193)**

- 18b. Budget adjustment for City Council approval to purchase the property located at 401 South Main Street in the amount of \$850,000.00, plus closing costs estimated at \$9,000.00 and including \$10,000.00 earnest money. Additional costs totaling \$19,800.00 will fund other services associated with the purchase. **(Pages 194-195)**

Adjournment of City Council meeting to be followed by Committee of the Whole for this informational item:

19. Informational Presentation - Water Rate Study - Tuesday night Committee of the Whole immediately following City Council meeting. **(Page 196)**



Agenda Item Form

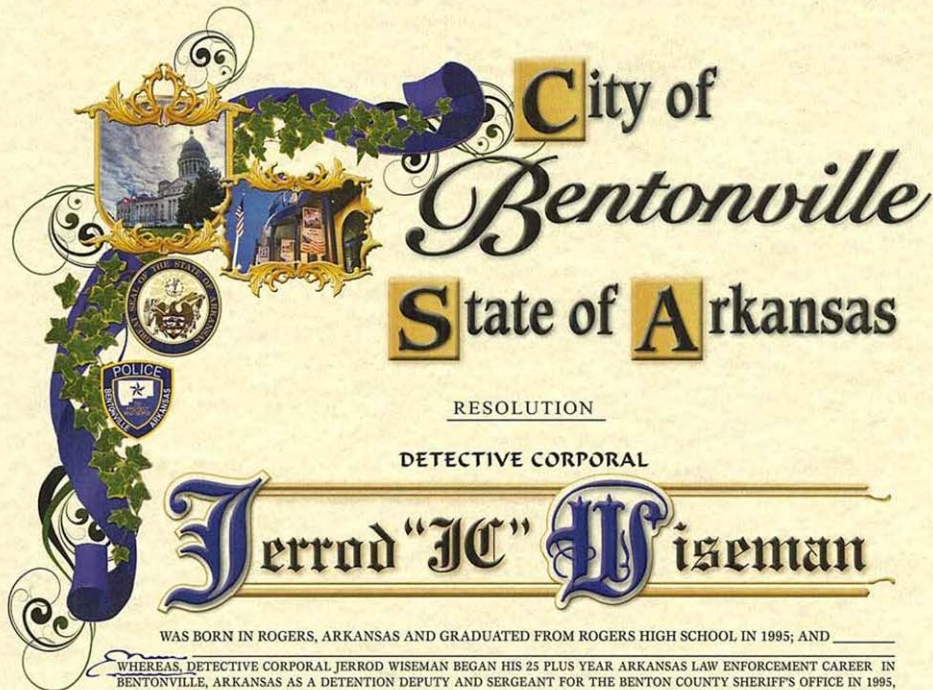
Date of City Council Meeting	10/27/2020
Department	Police Department
Submitted by	Jon Simpson
Phone	(479) 271-3173

Item Type: (Check All That Apply)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☒ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Request that the City Council adopt a formal resolution to recognize, commend, and congratulate Detective Corporal Jerrod "JC" Wiseman on his retirement from the City of Bentonville Police Department. This resolution recognizes JC Wiseman for more than 25 years of Arkansas law enforcement service to include more than 14 years of dedicated and decorated service to the Bentonville Police Department. This resolution also wishes JC Wiseman much health, happiness, and continued success in all of his future endeavors. See attached resolution.					
Estimated Cost					
Is this Item Budgeted? ☐ Yes ☐ No					
If no, please explain how item will be funded (briefly explain in space below):					



117 West Central Avenue, Bentonville, AR 72712
www.bentonvillear.com
PLEASE RECYCLE





WHEREAS, DETECTIVE CORPORAL JERROD WISEMAN BEGAN HIS 25 PLUS YEAR ARKANSAS LAW ENFORCEMENT CAREER IN BENTONVILLE, ARKANSAS AS A DETENTION DEPUTY AND SERGEANT FOR THE BENTON COUNTY SHERIFF'S OFFICE IN 1995, WHERE HE WAS PROMOTED TO FIELD DEPUTY IN 1997, BEFORE WORKING AS A PATROL SERGEANT FOR THE LOWELL POLICE DEPARTMENT IN 1998, WHERE HE RECEIVED THE OFFICER OF THE YEAR TITLE IN 1999; AND

WHEREAS, DETECTIVE CORPORAL JERROD WISEMAN JOINED THE BENTONVILLE POLICE DEPARTMENT AS A PATROL OFFICER ON JANUARY 23, 2006, LATER TO EARN THE ASSIGNMENT OF DETECTIVE IN THE CRIMINAL INVESTIGATIONS DIVISION ON MARCH 31, 2008, A CAPACITY IN WHICH HE FAITHFULLY SERVED, WITH THE PRESENT RANK OF DETECTIVE CORPORAL, UNTIL HIS RETIREMENT; AND

WHEREAS, DETECTIVE CORPORAL JERROD WISEMAN, SPECIALIZED IN CRIMES AGAINST CHILDREN, LED NUMEROUS HIGH PROFILE AND SERIOUS CASES, RECEIVED 11 WRITTEN COMMENDATIONS AND WAS ALSO RECOGNIZED BY THE BENTON COUNTY CHILD ADVOCACY CENTER WITH THEIR HIGHEST HONOR, THE SHINING STAR AWARD IN 2014 AND THE MORGAN NICK FOUNDATION WITH THE MORGAN'S CHOICE AWARD IN 2016; AND

WHEREAS, DETECTIVE CORPORAL JERROD WISEMAN DEMONSTRATED INVESTIGATIVE SKILLS THAT WERE SECOND TO NONE, SOLVED NUMEROUS CASES THAT REPRESENTED THE HIGHEST SAFETY CONCERNS TO OUR COMMUNITY, AND EARNED MANY SPECIALIZED CERTIFICATIONS INCLUDING THAT OF A CRISIS NEGOTIATOR; AND

WHEREAS, DETECTIVE CORPORAL JERROD WISEMAN APPROACHED ALL OF HIS DUTIES AS ASSIGNED WITH AN UNCOMPROMISING LEVEL OF INTEGRITY AND CARE THAT DEFINE THE BEST STANDARDS OF THE CITY OF BENTONVILLE, THE PROFESSION OF LAW ENFORCEMENT, AND OF PERSONAL INDIVIDUAL CHARACTER; AND

WHEREAS, DETECTIVE CORPORAL JERROD WISEMAN THROUGH HIS COUNTLESS DUTIES AND ACCOMPLISHMENTS, DELIVERED TO THE BENTONVILLE POLICE DEPARTMENT AND THE CITIZENS OF BENTONVILLE AN UNPARALLELED LEVEL OF PROFESSIONALISM AND SERVICE.

NOW THEREFORE, BE IT RESOLVED THAT BY THE ADOPTION OF THIS RESOLUTION, THE CITY COUNCIL OF BENTONVILLE, HEREBY COMMENDS AND CONGRATULATES DETECTIVE CORPORAL JERROD WISEMAN FOR HIS MANY CONTRIBUTIONS TO BOTH IMPROVE AND MAINTAIN THE SAFETY AND SECURITY OF OUR COMMUNITY, IN PARTICULAR THE PROTECTION OF THOSE WHOM WERE MOST VULNERABLE, HIS 14 PLUS YEARS OF DEDICATED SERVICE TO THE BENTONVILLE POLICE DEPARTMENT AND THE CITIZENS OF BENTONVILLE, AND WISHES HIM HEALTH, HAPPINESS, AND CONTINUED SUCCESS IN ALL HIS FUTURE ENDEAVORS.

GIVEN THIS 27th day of October 2020, in Bentonville, in the Great State of Arkansas, in the United States of America.



Stephanie Orman, Mayor

Ruby Romines City Clerk



Agenda Item Form

Date of City Council Meeting	10/27/2020
Department	Utility Billing and Collections
Submitted by	Gary Wilson
Phone	479-271-3100

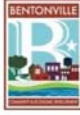
Item Type: (Check All That Apply)					
☐ Budget Adjustment	☐ Change Order	☒ Informational	☐ Ordinance	☐ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Demonstration of online utility bill payment system's new donation option.					

Estimated Cost	\$
Is this Item Budgeted?	☐ Yes ☐ No
If no, please explain how item will be funded (briefly explain in space below):	



117 West Central Avenue, Bentonville, AR 72712
www.bentonvillear.com
PLEASE RECYCLE





City Council Agenda Items
For City Council Meeting of October 27, 2020
From the October 20, 2020 Planning Commission Meeting

- a. Ordinance accepting a lot split of Lots 1-3 of The Reserve Subdivision, Paul & Sue Ollar, Greenhouse Road, PRD, Planned Residential Development & A-1, Agricultural.**

The Planning Commission voted 6-0, recommending approval.

A lot split of previously un-platted section land creating new Lots 1, 2, and 3 of The Reserve Subdivision. The plat dedicates additional utility easements to meet the requirements of the associated large scale development. The plat dedicates additional right-of-way to meet the requirements of the Master Street Plan and to support the street improvements of the large scale development. The plat shall dedicate a cross access easement over the top of the commercial drive connection to SW Regional Airport Boulevard.

- b. Ordinance accepting a lot split of Lot 27 of Railroad Addition, Sherry Perry, 306 SE A Street, DE, Downtown Edge.**

The Planning Commission voted 6-0, recommending approval.

A lot split of part of Lot 12, Block 3 of Railroad Addition creating new Lot 27, Block 3 (+/-0.18 acres). Per the requirements of the Master Street Plan, right-of-way is being dedicated along SE A Street. A 10-foot wide utility easement is being dedicated along the length of the eastern property line adjacent to SE A Street.

- c. Ordinance accepting a lot split of Lots 2-3 of Shellfish Subdivision, Whorton Family Trust, 407 SW C Street, DN-2, Downtown Medium-Density Residential.**

The Planning Commission voted 6-0, recommending approval.

A lot split of existing Lot 1, creating new Lot 2 (+/- 0.21 acres) & Lot 3 (+/- 0.18 acres) of Shellfish Subdivision. Per the requirements of the Master Street Plan, additional right-of-way is being dedicated along SW 5th Street. Right-of-way is adequate along SW C Street. All necessary utility easements were dedicated with a previously approved plat.

- d. Ordinance accepting a lot split of Lots 1-2 of Casey Subdivision, Jerry Casey, 1117 SE 33rd Street, A-1, Agricultural & R-O, Residential Office.**

The Planning Commission voted 6-0, recommending approval.

A lot split of un-platted section land that will create Lot 1 (+/- 1.97 acres) and Lot 2 (+/- 0.14 acres) of Casey Subdivision. The plat dedicates an electric easement and additional right-of-way.

- e. Ordinance accepting a property line adjustment of Lot 1 of Venus Subdivision, Bryan Family Trust, 1306 NW 9th Street, R-1, Single Family Residential.**

The Planning Commission voted 6-0, recommending approval.

A property line adjustment creating Lot 1 (+/- .77 acres) of Venus Subdivision. The plat dedicates additional right-of-way to meet the requirements of the Master Street Plan.

- f. Ordinance changing real estate from PUD, Planned Unit Development to C-2, General Commercial, Tolleth Wood, LLC, SW F Street & SW Regional Airport Boulevard.**

The Planning Commission voted 6-0, recommending approval.

The original PUD request was approved on November 24, 2003, with the preliminary plat approved on August 16, 2004. The property received final plat approval on August 15, 2006. PUDs require building permit approval within 18 months of final plat approval or the PUD is revoked. The Community Plan supports infill development at this location, taking advantage of existing infrastructure. The request is consistent with the Future Land Use Plan as Commercial. Staff has reviewed this application and recommends approval.

- g. Ordinance changing real estate from R-1, Single Family Residential to DN-2, Downtown Medium-Density Residential, Bailey Family Trust, 410 SW 4th Street.**

The Planning Commission voted 6-0, recommending approval.

The Future Land Use Map currently depicts this property as Medium-Density Residential. Medium-Density Residential areas typically include townhouse, duplex, and denser single-family development. This lot is directly south of 329 SW D Street zoned RC-2, Central Residential Moderate Density and is similar in design and intent as DN-2, Downtown Medium-Density Residential. End of block DN-2 lots allow for townhomes, two-family, and single-family developments. This area has experienced a higher volume of redevelopment; most properties have been tear-downs and rebuilds. With its proximity to the arts district, current Walmart home office location, and the downtown square, continued redevelopment will occur in this and an expanding footprint.

The staff has reviewed this application. Its conformance to the Community Plan for Priority Area 1, Downtown Intensification, Subarea 5 High-Density Residential, is consistent with the Future Land Use Plan and falls in the area of potential change. Staff recommends approval.

- h. Ordinance changing real estate from I-2, Heavy Industrial, R-3, Medium Density Residential, R-O, Residential Office, and C-2, General Commercial to PUD, Planned Unit Development, Wal-Mart Stores, Inc., 301 SE J Street.**

The Planning Commission voted 6-0, recommending approval.

The applicant requests additional property, originally railroad right-of-way, be included in the planned unit development. The inclusion of the railroad right-of-way adds two parking decks, an additional commercial building, and one surface parking lot to the original PUD approved by Planning Commission on August 18, 2020 and City Council on August 25, 2020.

i. Ordinance accepting a final plat for Autumn Hills Subdivision.

The Planning Commission voted 6-0, recommending approval.

The final plat consists of 54 total lots, 50 of which are buildable single-family lots with an average lot size of 0.30 acres. The four remaining lots contain private alleys, a storm-water detention pond, and a public lift station that was constructed with the subdivision. The plat dedicates 50-foot public street rights-of-ways for two newly constructed public streets named SW Autumn Hills Road and SW Veleno Avenue. Various public utility easements are also being dedicated with the plat to serve the subdivision.



Consent Agenda Items

For Planning Commission meeting of October 20, 2020

Reviewer: Tyler Overstreet, AICP, Senior Planner

- ❖ At the Technical Review meeting held on October 13, 2020 the Planning Commission requested these items be placed on the consent agenda. The descriptions below shall serve as the staff report for each of the consent agenda items.

Lot Split: Lots 1-3 of The Reserve Subdivision, Greenhouse Road, PRD, Planned Residential Development & A-1, Agricultural, LS20-0004

A lot split of previously un-platted section land creating new Lots 1, 2, and 3 of The Reserve Subdivision. The plat dedicates additional utility easements to meet the requirements of the associated large scale development. The plat dedicates additional right-of-way to meet the requirements of the Master Street Plan and to support the street improvements of the large scale development. The plat shall dedicate a cross access easement over the top of the commercial drive connection to SW Regional Airport Boulevard.

(Please click on this link to access the vicinity map for this item: <https://arcg.is/08HvK8>)

Lot Split: Lot 27 of Railroad Addition, 306 SE A Street, DE, Downtown Edge, LS20-0047

A lot split of part of Lot 12, Block 3 of Railroad Addition creating new Lot 27, Block 3 (+/-0.18 acres). Per the requirements of the Master Street Plan, right-of-way is being dedicated along SE A Street. A 10-foot wide utility easement is being dedicated along the length of the eastern property line adjacent to SE A Street.

(Please click on this link to access the vicinity map for this item: <https://arcg.is/08HvK8>)

Lot Split: Lots 2 & 3 of Shellfish Subdivision, 407 SW C Street, DN-2, Downtown Medium-Density Residential, LS20-0042

A lot split of existing Lot 1, creating new Lot 2 (+/- 0.21 acres) & Lot 3 (+/- 0.18 acres) of Shellfish Subdivision. Per the requirements of the Master Street Plan additional right-of-way is being dedicated along SW 5th street. Right-of-way is adequate along SW C Street. All necessary utility easements were dedicated with a previously approved plat.

(Please click on this link to access the vicinity map for this item: <https://arcg.is/08HvK8>)

Lot Split: Lots 1 & 2 of Casey Subdivision, 1117 SE 33rd Street, A-1, Agricultural and R-O, Residential Office, LS20-0048

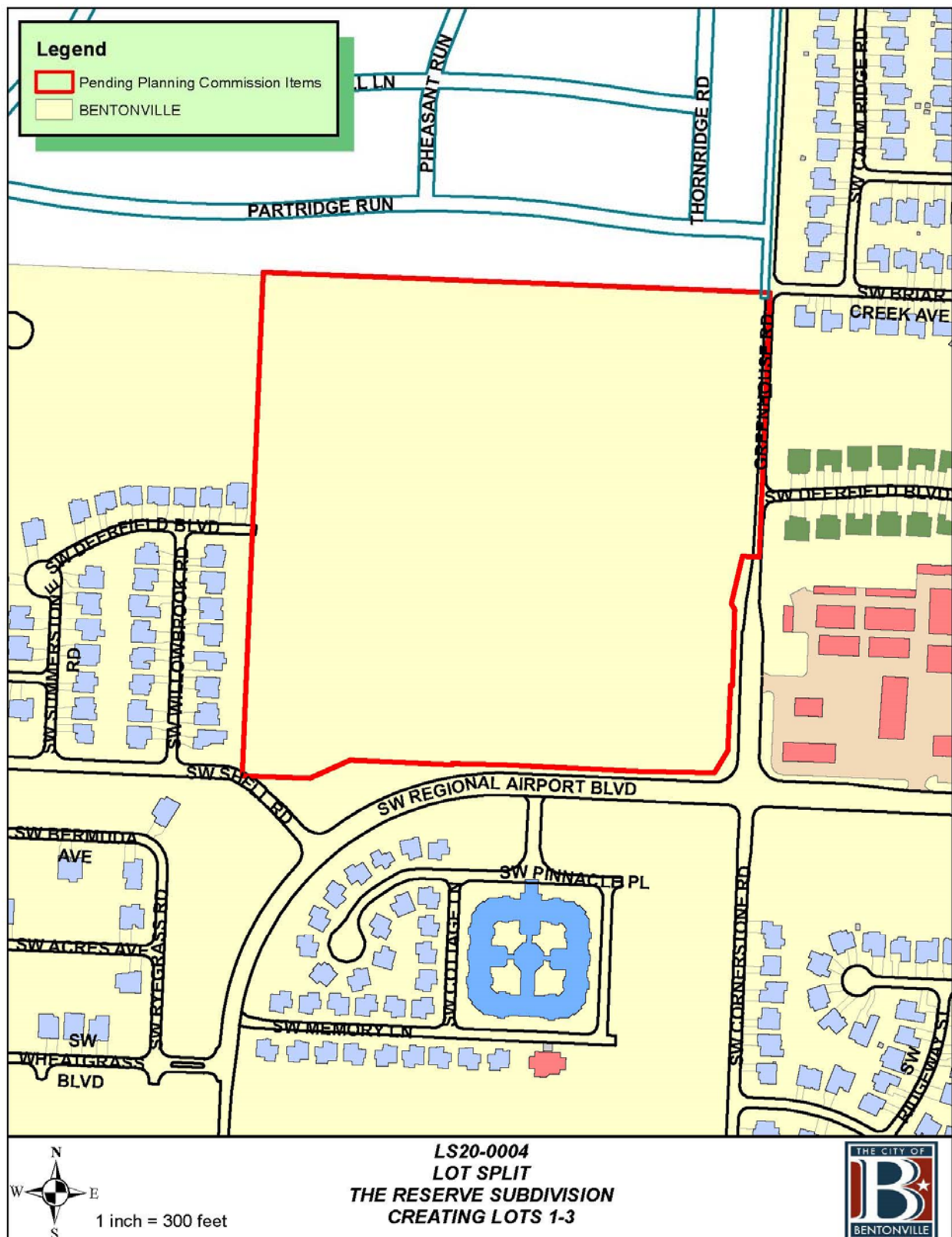
A lot split of un-platted section land that will create Lot 1 (+/- 1.97 acres) and Lot 2 (+/- 0.14 acres) of Casey Subdivision. The plat dedicates an electric easement and additional right-of-way.

(Please click on this link to access the vicinity map for this item: <https://arcg.is/08HvK8>)

Property Line Adjustment: Lot 1 of Venus Subdivision, 1306 NW 9th Street, R-1, Single-Family Residential, PLA20-0049

A property line adjustment creating Lot 1 (+/- .77 acres) of Venus Subdivision. The plat dedicates additional right-of-way to meet the requirements of the Master Street Plan.

(Please click on this link to access the vicinity map for this item: <https://arcg.is/08HvK8>)





CONSULTING ENGINEERS
PRINCEDALE, ARKANSAS
PHONE: 479-751-8873
FAX: 479-751-8874

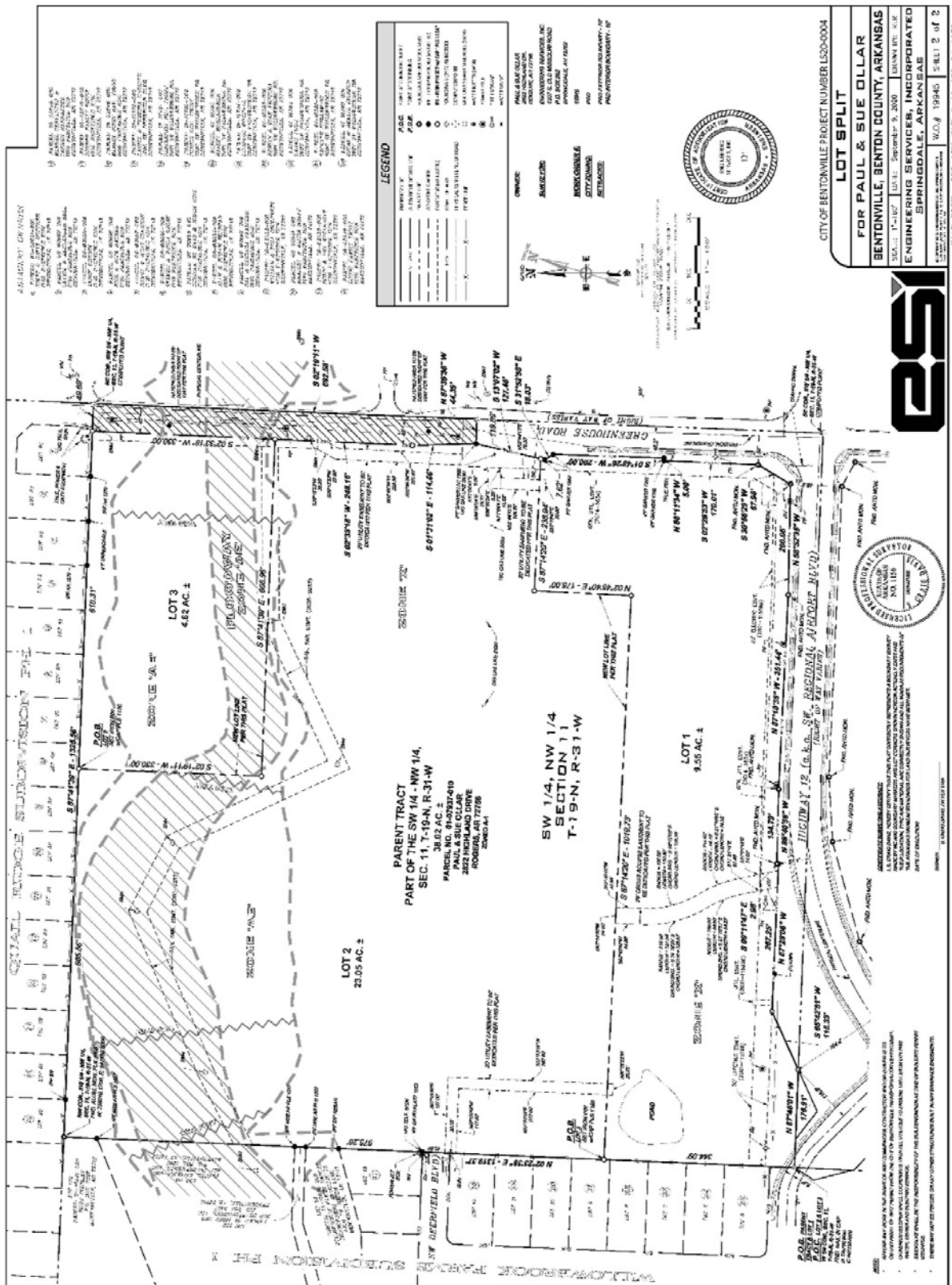
WWW.ENGINEERINGSERVICES.COM

SHEET 1 of 2



SEE NEGATIVE OF ADJUSTING
ADJUSTING FOR AGE

[illegible][illegible]



ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A LOT SPLIT OF LOTS 1-3 OF THE RESERVE
SUBDIVISION TO THE CITY OF BENTONVILLE, ARKANSAS (PROJECT
NUMBER: LS20-0004).**

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the lot split of Lots 1-3 of The Reserve Subdivision, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on October 20, 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 1-3 of The Reserve 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.

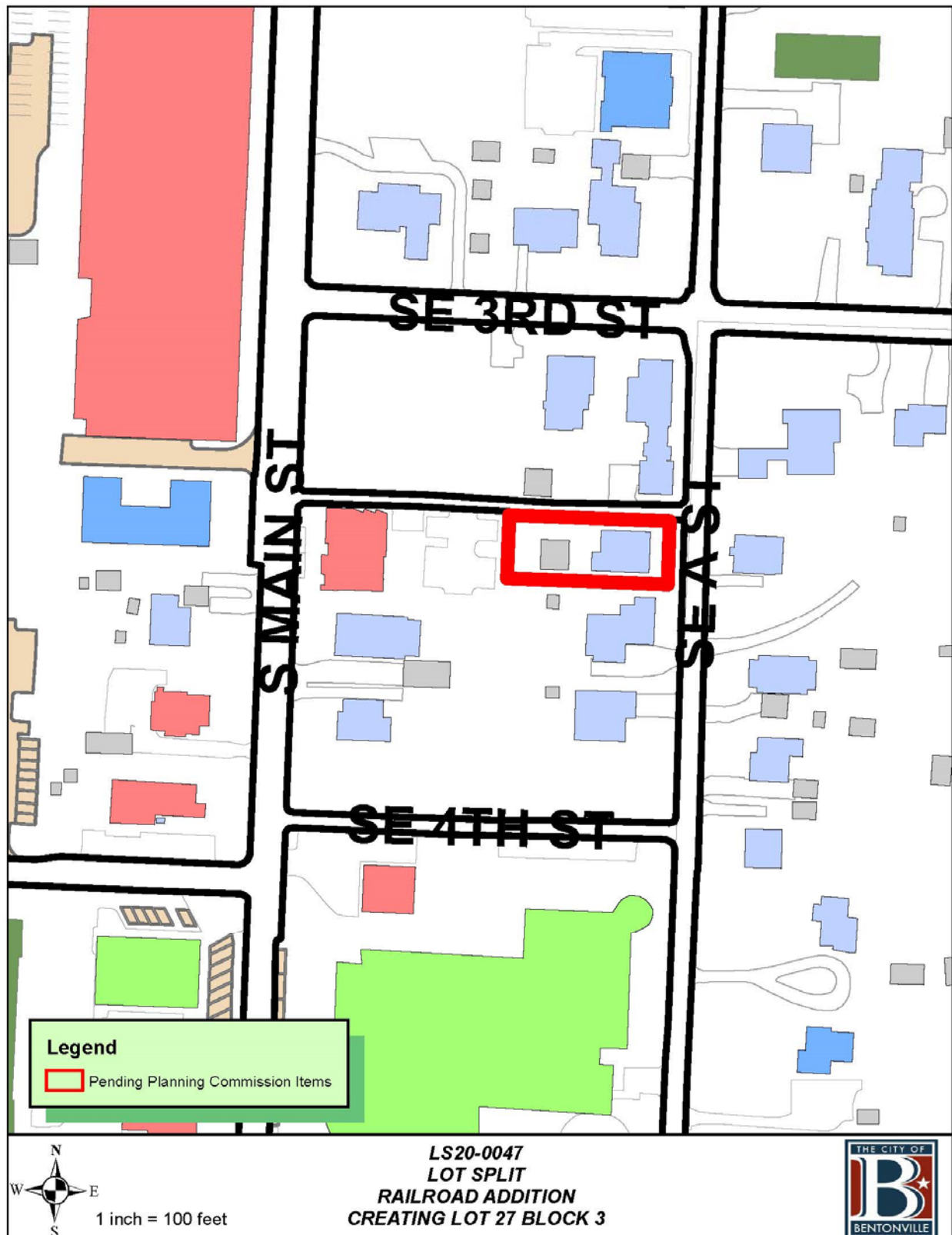
PASSED AND APPROVED this _____ day of _____, 2020.

APPROVED:

Stephanie Orman, Mayor

ATTEST:

Kirby Romines, City Clerk



ORDINANCE NO. _____

AN ORDINANCE ACCEPTING A LOT SPLIT OF LOT 27 OF RAILROAD
ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS (PROJECT
NUMBER: LS20-0047).

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville
Municipal Code, the lot split of Lot 27 of Railroad Addition, Benton County, Arkansas, was submitted to
the Bentonville Planning Commission on October 20, 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 Lot 27 of Railroad 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

Kirby Romines, City Clerk



ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A LOT SPLIT OF LOTS 2-3 OF SHELLFISH
SUBDIVISION TO THE CITY OF BENTONVILLE, ARKANSAS (PROJECT
NUMBER: LS20-0042).**

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the lot split of Lots 2-3 of Shellfish Subdivision, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on October 20, 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 2-3 of Shellfish 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.

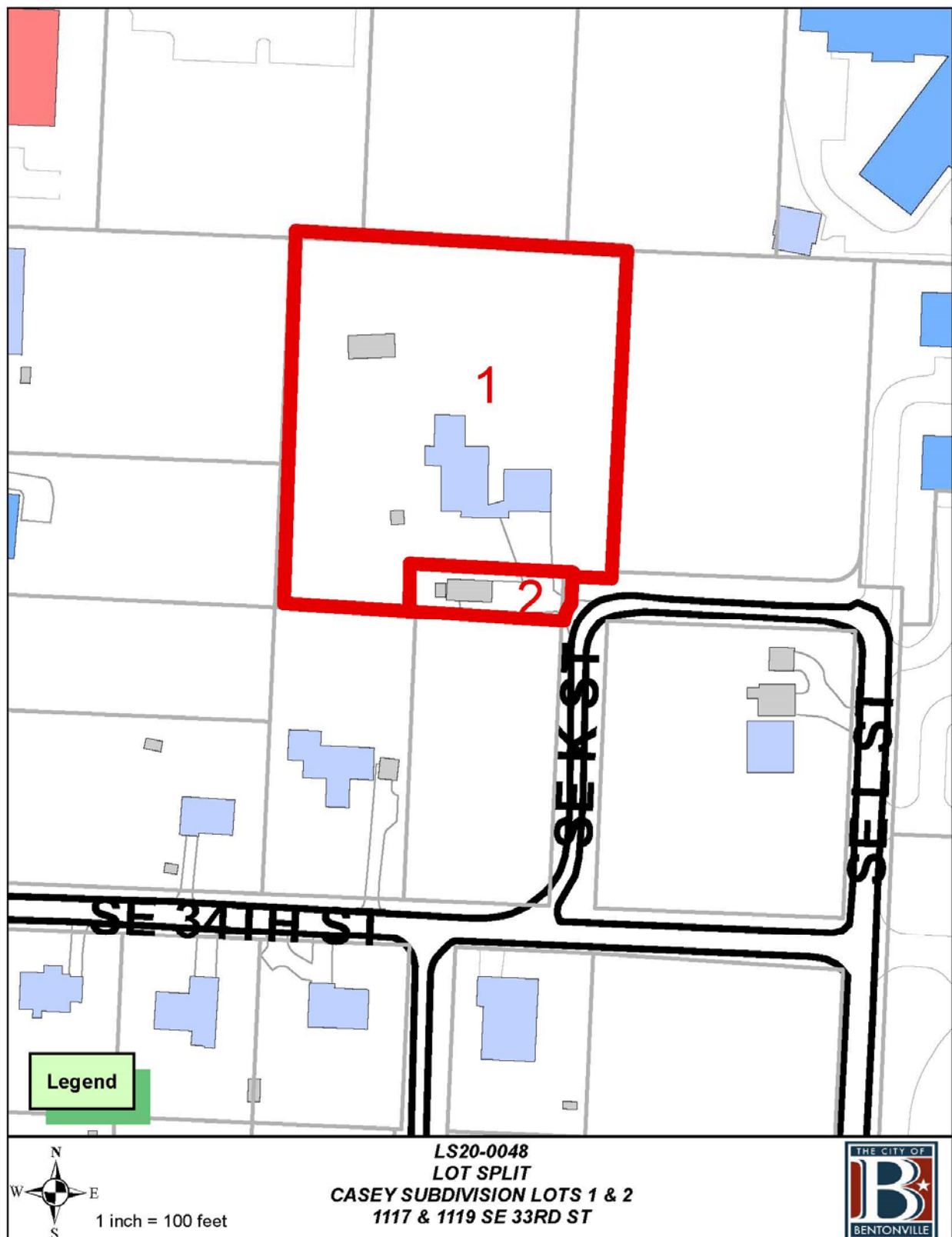
PASSED AND APPROVED this _____ day of _____, 2020.

APPROVED:

Stephanie Orman, Mayor

ATTEST:

Kirby Romines, City Clerk



ORDINANCE NO. _____

AN ORDINANCE ACCEPTING A LOT SPLIT OF LOTS 1-2 OF CASEY
SUBDIVISION TO THE CITY OF BENTONVILLE, ARKANSAS (PROJECT
NUMBER: LS20-0048).

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville
Municipal Code, the lot split of Lots 1-2 of Casey Subdivision, Benton County, Arkansas, was submitted
to the Bentonville Planning Commission on October 20, 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 1-2 of Casey 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:

Stephanie Orman, Mayor

ATTEST:

Kirby Romines, City Clerk



ORDINANCE NO. _____

AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF LOT 1
OF VENUS SUBDIVISION TO THE CITY OF BENTONVILLE, ARKANSAS
(PROJECT NUMBER: PLA20-0049).

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the property line adjustment of Lot 1 of Venus Subdivision of the City of Bentonville, Benton County, Arkansas was submitted to the Bentonville Planning Commission on October 20, 2020; and,

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

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

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

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

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

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

PASSED AND APPROVED this _____ day of _____, 2020.

APPROVED:

ATTEST:

Stephanie Orman, Mayor

Kirby Romines, City Clerk

REZONING STAFF REPORT



Tollett Wood, LLC

SW F & SW Regional Airport Blvd

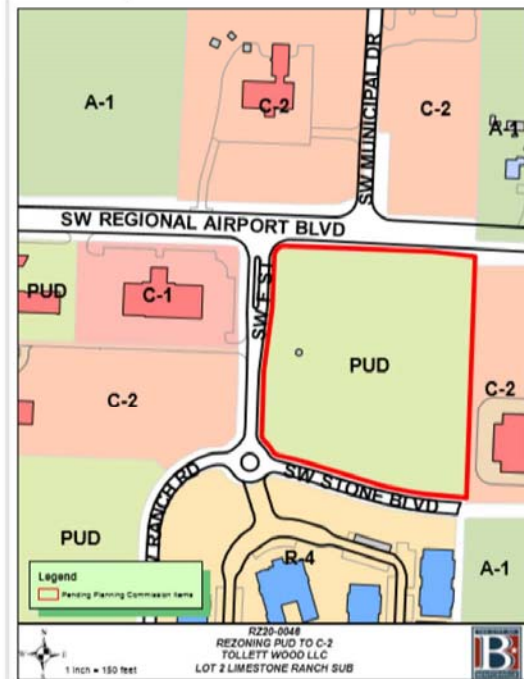
PC Date: 10/20/2020

Reviewer: Brian Bahr, Planning Services Manager

Project Number	RZ20-0046
Applicant / Current Owner	Tollett Wood, LLC
Site Area	6.15 acres
Current Zoning	PUD, Planned Unit Development
Requested Zoning	C-2, General Commercial
Future Land Use Map Designation	Commercial (C)

<https://arcg.is/08HvK8>

Location Map



Property Description

The property is 6.15 acres and zoned PUD, Planned Unit Development. Surrounding zoning classifications include C-2, General Commercial to the north, east, and west, C-1, Neighborhood Commercial to the west, and R4, High-Density Residential to the south. This lot fronts SW Regional Airport Boulevard, classified as an Arterial street, as well as SW F Street and SW Stone Boulevard, which are both classified as Local streets per the Master Street Plan.

Relationship to the Bentonville Community Plan

This is Priority Area 2, Infill within the Community Plan and falls within the Regional Airport Boulevard Subarea Plan. The Future Land Use Map identifies this area as General Commercial.

Public Comment

Staff has not received public comment on this rezoning.

Analysis

The original PUD request was approved on 24 November 2003, with the preliminary plat approved on 16 August 2004. The property received final plat approval on 15 August 2006. PUDs required building permit approval within 18 months of final plat approval, or the PUD would be revoked. The Community Plan supports infill development at this location, taking advantage of existing infrastructure. The request is consistent with the Future Land Use Plan as Commercial.

Conclusion

Staff has reviewed this application and recommends approval.

September 14, 2020

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

RE: Rezoning Application for 01-14932-000
SW Regional Airport Blvd/SW F Street

On behalf of our client, we are submitting application materials to rezone a 6 acre property within the Bentonville municipal limits from PUD to C-2. This letter is intended to serve as the narrative required by the rezoning application checklist.

The property to be rezoned is Parcel Number 01-14932-000 owned by Tollett Wood, LLC, which is also Lot 2 of Limestone Ranch Subdivision. The property includes approximately 6 acres situated along the south side of Southwest Regional Airport Boulevard (Highway 12), the east side of SW F Street, and the north side of SW Stone Boulevard. Rezoning request is for a portion (± 23.5 acres) of a 40-acre tract situated at the northwest corner of the intersection of SW Regional Airport Boulevard (Arkansas Highway 12) and Greenhouse Road.

The property is part of an expired PUD. A portion of the property is under contract to be sold, pending approval of the rezoning request. Applicant is requesting the entire property be rezoned as the current district is not conducive to marketing or developing the property. A lot split will be submitted to separate the portion of land under contract from the remainder of the property.

The requested zoning district is C-2, General Commercial District. This district is suitable given the property's location along Highway 12, a major vehicular thoroughfare which includes primarily commercial uses along the highway frontage in this area. The zoning code specifies the C-2 district is "designed to serve the planning area and highway travelers", which appears to accurately describe the subject property.

The C-2 district is compatible with surrounding properties and uses. To the northwest is the municipal airport. Properties directly north of this tract are in the C-2 district. A parcel to the northeast is still in the A-1 district but has not yet been developed. All other properties along the highway north and east of the subject tract are in the C-2 district, which is the dominant district in the area near Rainbow Curve. The medical facility west of the subject tract is in the C-1 district, but is a compatible use to proposed zoning, and the property south of it is C-1. Existing uses on similar tracts along this portion of the highway include a gas station, fast food, grocery store, dentist office, office space, and retail. The multi-family development to the south of the subject tract was developed in a primarily commercial area and with the expectation the highway frontage to its north would be developed for commercial use.

The City's Future Land Use Plan designates this property as GC, General Commercial, which is consistent with the requested zoning district.

No specific development of the property is proposed at this time. Applicant is requesting the rezoning to facilitate selling a portion of the property now and potentially sell or develop the remainder in the future. As such, no information is available regarding proposed signage or appearance. These items will be



Brian J. Moore, P.E.
President

Tim J. Mays, P.E.
Vice President

Jason Appel, P.E.
Secretary/Treasurer

Jerry W. Martin
Chairman of the Board

Consulting Engineers and Surveyors

www.engineeringservices.com

September 14, 2020
Rezoning Application for 01-14932-000
Page 2

addressed during City review and approval process required prior for any proposed development on the property. Proposed use of the property would be uses allowed in the C-2 District by the City's Zoning Code.

Existing road infrastructure is present to support commercial development in this location and no significant increase to traffic is anticipated as a result of the rezoning. This property is located along a multi-lane highway and has access via SW Ranch Road and SW 41st Street to Highway 112 also.

Existing water and sewer infrastructure is also available to support development of the property. Twelve inch water mains run along the north side of Highway 12, the east side of SW F Street, and the south side of SW Stone Boulevard. Eight inch gravity sewer mains run along the south side of Highway 12 and the west side of SW F Street.

Thank you for your consideration of this application. Please let us know if you have any questions or need any additional materials.

Sincerely,



Daniel Lazenby



Brian J. Moore, P.E.
President

Tim J. Mays, P.E.
Vice President

Jason Appel, P.E.
Secretary/Treasurer

Jerry W. Martin
Chairman of the Board

Consulting Engineers and Surveyors

www.engineeringservices.com

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF PUD, PLANNED UNIT DEVELOPMENT TO C-2, GENERAL COMMERCIAL (PROJECT NUMBER: RZ20-0046).

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

LOT 2 LIMESTONE RANCH SUBDIVISION TO BENTONVILLE, BENTON COUNTY, AR AS SHOWN ON PLAT RECORD BOOK 2006 PAGE 992-993, RECORDED IN THE BENTON COUNTY CLERK'S OFFICE, BENTONVILLE, ARKANSAS.; and,

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held October 20, 2020 in the Council Chambers of the City of Bentonville; and,

WHEREAS, public notice of said hearing having been published in the Northwest Arkansas Democrat-Gazette for the time and in the manner required by law; and,

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

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

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

PASSED AND APPROVED this _____ day of _____, 2020.

APPROVED:

ATTEST:

Stephanie Orman, Mayor

Kirby Romines, City Clerk

REZONING STAFF REPORT



Bailey Family Trust

410 SW 4th Street

PC Date: 10/20/2020

Reviewer: Brian Bahr, Planning Services Manager

Project Number	RZ20-0047
Applicant / Current Owner	Bailey Family Trust
Site Area	.27 acres
Current Zoning	R-1, Single Family Residential
Requested Zoning	DN-2, Downtown Medium-Density Residential
Future Land Use Map Designation	Medium Density Residential (MDR)

<https://arcg.is/08HvK8>

Location Map



Property Description

410 SW 4th Street is vacant. Adjacent zoning districts are RC-2, Central Residential-Moderate Density to the north and R-1, Single-Family Residential to the east, south, and west. Further east of SW 4th Street are zoning districts of RC-2 and DN-2, Downtown Medium-Density Residential. This is a corner lot on SW D and SW 4th Streets. Both are listed as Local streets according to the Master Street Plan.

Relationship to the Bentonville Community Plan

The property falls within Priority Area 1, Downtown Intensification, highlighting reinvestment in the urban neighborhood around the downtown core. This site also falls within the Downtown Neighborhood Subarea Plan in Character Area 5, High-Density Residential. Areas immediately adjacent to the Downtown Core and Gateway Corridors planned for the highest density and range of housing types, including multi-family.

Public Comment

Staff has received comments on this rezoning request.

Analysis

The Future Land Use Map currently depicts this property as Medium-Density Residential. Medium-Density Residential areas typically include townhouse, duplex, and denser single-family development. This lot is directly south of 329 SW D Street zoned RC-2, Central Residential Moderate Density, and is similar in design and intent as DN-2, Downtown Medium-Density Residential. End of block DN-2 lots allow for townhomes, two-family, and single-family developments. This area has experienced a higher volume of redevelopment; most properties have been tear-downs and rebuilds. With its proximity to the arts district, current Walmart home office location, and the downtown square, continued redevelopment will occur in this and an expanding footprint.

Conclusion

The staff has reviewed this application. Its conformance to the Community Plan for Priority Area 1, Downtown Intensification, Subarea 5 High-Density Residential, is consistent with the Future Land Use Plan and falls in the area of potential change. The staff recommends approval.

We request that our property at 410 SW 4th be rezoned from R2to DN2 for the following reasons-

We are building a single-family home on a narrow corner lot. Therefore, we need the flexibility of the DN2 placement for our future home to better fit the lot size.

There is a large old tree on the southeast corner of the lot which sits on our lot and our neighbor's lot. We want to save this beautiful shade tree which will require the DN2 setback.

Using the DN2 setbacks (12 feet and 7 feet) will allow us to have approximately 15 feet on each side of our new home placing.

The property directly north of our property is zoned RC2 which is substantially similar to our requested zoning.

This request is in keeping with the city's future land use plan of moving toward DN2.

Water and sewer is available to the property.

NOTICE OF INTENT TO REZONE

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

R-1

to

DN-2

The legal description of the property is as follows:

LOT 11 and the West half of 12, BLOCK 6, CLARK'S SECOND ADDITION,
BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT RECORDED
IN PAGE 502.

The common description of the property is: 410 S.W. 4th Street

Proposed land use: Single family home

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

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

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

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

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

☐ I/we have no objections to the rezoning.

☒ I/we object to the rezoning because:

We would like the lot to add variance & not
rezone area and set bad precedent for
surrounding area

Physical Address

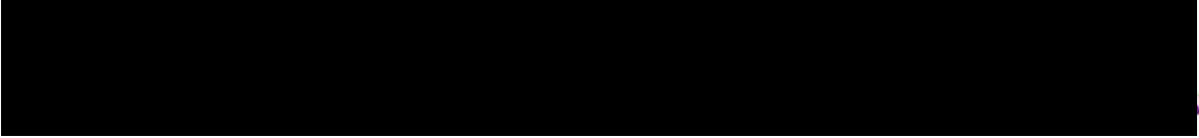
P220-0047

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

☐ I/we have no objections to the rezoning.

☒ I/we object to the rezoning because:

zoning change
we understand this could allow for multi-family structures/townhomes under the DN-2 designation. Don't want that precedence to be set, isn't a variance



P2220-0047

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF R-1, SINGLE FAMILY RESIDENTIAL TO DN-2, DOWNTOWN MEDIUM-DENSITY RESIDENTIAL (PROJECT NUMBER: RZ20-0047).

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

LOT 11 AND THE WEST HALF OF 12, BLOCK 6, CLARK'S SECOND ADDITION, BENTONVILLE, BENTON COUNTY, ARKANSAS AS SHOWN ON PLAT RECORD Q PAGE 502; and,

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held October 20, 2020 in the Council Chambers of the City of Bentonville; and,

WHEREAS, public notice of said hearing having been published in the Northwest Arkansas Democrat-Gazette for the time and in the manner required by law; and,

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

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

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

PASSED AND APPROVED this _____ day of _____, 2020.

APPROVED:

ATTEST:

Stephanie Orman, Mayor

Kirby Romines, City Clerk

REZONING STAFF REPORT



Walmart Campus

301 SE J Street

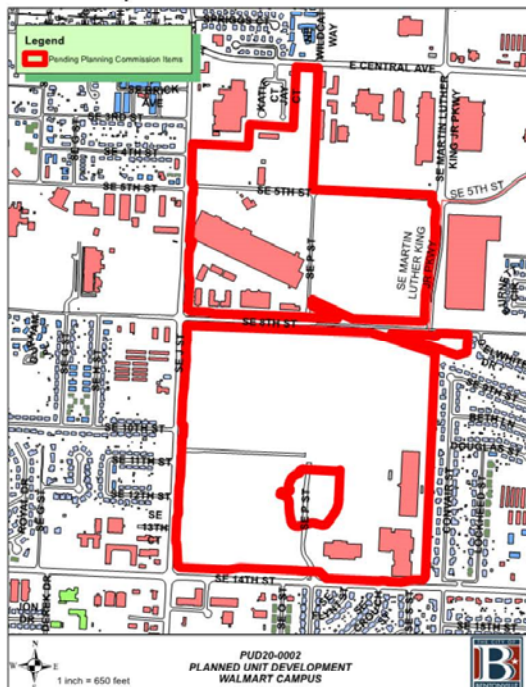
PC Date: 10/20/2020

Reviewer: Tyler Overstreet, Senior Planner, AICP

Project Number	PUD20-0002
Applicant / Current Owner	Wal-Mart Stores, Inc. PO Box 8050 Bentonville, AR 72712
Site Area	+/- 231 acres
Current Zoning	I-2, Heavy Industrial, R-3, Medium-Density Residential, R-O, Residential Office, and C-2, General Commercial
Requested Zoning	PUD, Planned Unit Development
Future Land Use Map Designation	General Commercial

<https://arcg.is/08HvK8>

Location Map



Note: This is an amendment to a previously approved Conditional Use Permit.

Amendment Description

The applicant requests additional property (originally railroad right-of-way), be included in the planned unit development. The inclusion of the railroad right-of-way adds two parking decks, an additional commercial building, and one surface parking lot to the original PUD.

Project Description

This property is the future site of the Walmart Home Office Campus. The property is generally bounded by E Central Avenue to the north, SE Martin Luther King Junior Parkway and SE Moberly Lane to the east, SE 14th Street to the south, and SE J Street to the west. Vicinity maps and streetscape layouts are included in the Planned Unit Development packet.

The campus includes a total of 13 commercial buildings, 12 parking decks, and 9 surface parking lots. The development is divided into five zones to be constructed in three phases. Depictions of each of the zones and a phasing plan are included within the packet. The development provides a total of 11,255 parking spaces. The Planned Unit Development depicts 15-foot setbacks along SE J Street and SE 14th Street, 10-foot setbacks along MLK, and 0-foot setbacks along SE 8th Street. The development depicts a total of 108 acres of open space, or 47% of the project area. The development provides a variety of materials such as architectural metal panel, wood finish, brick, glass, and precast concrete panels.

Currently zoned I-2 Heavy Industrial, R-3 Medium-Density Residential, R-O, Residential Office, and C-2, General Commercial. Adjacent zoning districts include R-1, R-4, C-2, and C-1 to the north, R-1, R-3, C-2, and C-1 to the east, R-1, R-O, and C-2 to the south, and R-O, C-1, C-2, R-1, I-2, and PUD to the west.

Relationship to the General Plan

The Future Land Use Plan currently depicts this property as General Commercial. General Commercial areas typically include uses that serve nearby residents and those coming from other parts of the region. They encourage a variety of commercial uses and should balance access between vehicles and pedestrians. The General Commercial land use category is compatible with the proposed Planned Unit Development

Public Comment

Staff has not received comments regarding this request.

REZONING STAFF REPORT

Conclusion

According to the applicant's narrative the purpose of their Planned Unit Development is to provide a smart and sustainable design and a connected campus rooted in the community. The Campus seeks to meet these goals through the use of local materials, environmentally friendly design, connection with the Razorback Greenway and 8th Street, and building and architectural selections to serve as an extension of the existing community.

The Commerce and Industry Chapter of the 2015 Bentonville Community Plan is of special importance to this project. The Chapter's Community-Wide Recommendations suggest the City require a high quality of design and make unique and interesting places. In addition, the chapter depicts this property as being within the East Side Walmart Employment Sector Area. The plan notes that this area should serve as a link between the western trail network (which includes Downtown and Crystal Bridges) and the eastern trail network (which includes NWACC and the City of Rogers).

This Planned Unit Development, through its use of unique design, open space, and pedestrian connectivity, meets the purpose and intent of the PUD ordinance and of the Commerce and Industry Chapter of the Community Plan. Staff recommends approval of this rezoning request.

CONTACTS

BLACK HILL ENERGY
Josh Knight
1301 Federal Way
PO Box 2129
Lowell, AR 72745
(479) 333-7005
Joshua.knight@blackhillscorp.com

AT&T
Scott Seaman
627 White Road
Springdale, AR 72796
(479) 442-1967
lr159@att.com

Layne Rhodes
(479) 442-1977
lr159@att.com

COX COMMUNICATIONS
Kip Smith
4901 S. 48th Street
Springdale, AR 72762
(479) 717-3796
kip.smith@cox.com

FIRE DEPARTMENT
City of Bentonville
Brent Boydston, Fire Chief
800 S.W. "A" Street
Bentonville, AR 72712
(479) 271-5927

STREET DEPARTMENT
City of Bentonville
Tony Davis
3200 SW Municipal Drive
Bentonville, AR 72712
(479) 271-3130

WATER DEPARTMENT
City of Bentonville
Preston Newbill
3200 SW Municipal Drive
Bentonville, AR 72712
(479) 271-3140

ELECTRIC DEPARTMENT
City of Bentonville
Charlie Barnes
3200 SW Municipal Drive
Bentonville, AR 72712
(479) 271-3159

WASTEWATER DEPARTMENT
City of Bentonville
Nancy Busen
1901 N.E. "A" Street
Bentonville, AR 72712
(479) 271-3160

PLANNING DEPARTMENT
City of Bentonville
Ellen Norvell
305 S.W. "A" Street
Bentonville, AR
(479) 271-3122

CITY ENGINEER
City of Bentonville
Dan Weese
3200 SW Municipal Drive
Bentonville, AR
(479) 271-5693

STORMWATER
City of Bentonville
Janet Poth
3200 SW Municipal Drive
Bentonville, AR
(479) 271-5002
jpoth@bentonvillear.com

WALMART CAMPUS

PUD SUBMISSION - 1ST REVISED SUBMISSION
SEPTEMBER 28, 2020



SHEET INDEX

PROJECT NARRATIVE

P03 Written Description of PUD

OVERALL SITE

P05 General Vicinity Map
P06 Site Boundary
P07 Master Plan | Building Types
P08 Master Plan | Zones
P09 Zone Map | LSO Package Zone 01
P10 Zone Map | LSO Package Zone 02
P11 Zone Map | LSO Package Zone 03
P12 Zone Map | LSO Package Zone 04
P13 Zone Map | LSO Package Zone 05
P14 PUD Construction Phasing Plan

BOUNDARY SURVEY

P15 ROW & Setback Boundaries

STREET SECTIONS

P16 Public City Street | SE J Street
P17 Public City Street | SE Martin Luther King Jr Parkway
P18 Public City Street | 8th Street
P19 Public Ardot Street | SE 14th Street
P20 Private Street | SE P Street
P21 Private Street | SE 8th Street
P22 Private Street | SE 10th Street
P23 Parking Lot Soil Depth
P24 Open Space Area

ZONE 01 - ELEVATIONS & MATERIALS

P25 Office Building OF01 | Foundry
P26 Office Building OF02 | Collection
P27 Office Building OF03 | Mill
P28 Office Building OF12 | Collection
P29 Office Building OF04 | Apparel Merchant Building
P30 Building D-01 | Food Hall
P31 Parking Garage | P001
P32 Parking Garage | P002
P33 Parking Garage | P003
P34 Parking Garage | P004

ZONE 03 - ELEVATIONS & MATERIALS

P35 Office Building OF05 | Mill
P36 Office Building OF06 | Foundry
P37 Office Building OF07 | Collection
P38 Office Building OF08 | Collection
P39 Parking Garage | P005
P40 Parking Garage | P006
P41 Parking Garage | P010

ZONE 04 - ELEVATIONS & MATERIALS

P42 Office Building OF09 | Mill
P43 Office Building OF10 | Foundry
P44 Office Building OF11 | Foundry
P45 Building G-04 | Auditorium, Conference and Training Center
P46 Parking Garage | P007
P47 Parking Garage | P008
P48 Parking Garage | P009

PROJECT DIRECTORY P02

Walmart **OWNER**
Walmart
Bentonville, AR

Gensler **ARCHITECT**
Gensler
5005 Greenview Avenue
Dallas, TX 75206

ARCHITECT
Miller Boskus Lack
224 SE 2nd Street
Suite 200
Bentonville, AR 72712

PARKING AND ADVISORY
Walker Consultants
2895 Greenspoint Parkway
Suite 600
Hoffman Estates, IL 60109

CIVIL ENGINEER
CEI
3108 SW Regency Parkway
Bentonville, AR 72712

CIVIL ENGINEER
Walter P Moore
1301 McKinney, Suite 1100
Houston, TX 77010

LANDSCAPE ARCHITECT
SWA
811 W. 7th Street
8th Floor
Los Angeles, CA 90017

Walmart Home Office Campus

PUD Submission
September 28, 2020

Walmart is pleased to submit this application for a Planned Unit Development for the new Home Office Campus. We are proud that Northwest Arkansas is our home and intend, through this project, to make both Bentonville and the region even more attractive for the recruitment and retention of talented people. We believe this Home Office Campus project not only reflects the shared values that have helped accelerate growth of the company, the City of Bentonville, and the region, but also will leave a positive impact on the travelers from around the world who visit Bentonville.

4.1.10(a) Description and purpose of the PUD district.

This submission is the result of more than two years of planning and reflects the goals memorialized in the PUD ordinance. With thousands of associates in mind, both present and future, this campus is designed as a place that embraces the natural beauty of the region, enhances, and promotes the community experience, and reflects our company values.

Smart and Sustainable Design

- The campus reflects Walmart's leadership in environmental sustainability through smart building design with high performance building materials, renewable structural systems, and energy-efficient lighting and HVAC systems.
- It incorporates regionally sourced materials, including Southern Yellow Pine timber, grown in Arkansas and custom manufactured in Central Arkansas, for the primary office structural system.
- Thoughtful design in the use of bioswales, stormwater collection and management for irrigation, and wildlife habitat reflect the company's commitment to water quality and control across campus and into city systems.
- Thousands of low-maintenance native trees, shrubs and grasses provide an inviting landscape experience and open space areas that meet or exceed city requirements.
- Green spaces and trails are designed to provide direct access to nature and encourage outdoor interaction between Walmart associates, the Bentonville community, and the physical environment to reinforce sustainable living and holistic well-being.

Connected Campus

- The new 8th Street corridor will improve both visitor and commuter access to campus and the movement from east to west across town.
- The Razorback Greenway will connect the campus via bike trails, walking paths, and street crossings, encouraging safe and accessible alternative access for associates and visitors.
- The campus is designed with functional and attractive streetscapes framed by trees, plazas, buildings, and bikeways via the reestablished street grid. The road network is designed to disperse traffic more efficiently without putting pressure on only a few points of access.

Rooted in our Community

- A portion of the Razorback Greenway passes through campus and provides new tunnels at J Street and 8th Street.
- The trail network will improve pedestrian and cyclist access to the Bentonville Square, Crystal Bridges Museum, The Momentary, Thaden School, NWACC and other points of interest around the region.

401.10(b) Minimum area required for PUD districts.

This PUD application covers an area of approximately 238.81 acres, exceeding the minimum size required (10 acres).

401.10(c) Master site plan required.

See P07-P08 for the Master Plan.

401.10(d) Allowed uses.

All nonresidential uses in Article 401 which are permitted conditionally or by-right in commercial and mixed-use districts. Further details with respect to land use, phasing, and future uses are described by the Master Plan and Construction Phasing Plan on P07, P08, and P14.

401.10(e) Density requirements.

No density requirements are set, as this PUD proposes no residential uses.

401.10(f)(1) Description of proposed zoning and development standards.

Density:	N/A. No residential uses are proposed.
Building setbacks:	See P15, ROW & Setback Boundaries, for setbacks from public streets. Side and rear setbacks are 0' for any interior parcels.
Height of building or structure:	Structures shall have a maximum height of 100' above ground level finished floor elevation, except mechanical and telecommunications equipment and required screens may extend beyond this limit.
Lot size, lot width, and lot depth:	No minimum or maximum dimension.
Landscaping:	Parking Lot Landscaping: As required for similar developments, except that the number of trees required shall be provided in the continuous planting islands at the minimum rate of (1) shade tree per every six (6) parking spaces or fraction thereof and shall be located in the double row; and internal planting islands shall not be required. External planting islands shall be a minimum size of nine (9) feet by sixteen (16) feet. Street Frontage Buffer Landscaping: See P16-P22 Street Sections.
Required off-street parking spaces:	N/A. No residential uses are proposed.
Street widths:	See P16-P22 Street Sections.
Garage setbacks:	N/A. No residential garages are proposed.

401.10(f)(2) Modifications prohibited.

Compliance with the development standards referenced in this code section will be demonstrated by way of the Large Scale Development submission.

401.10(g)(1) PUD districts common open space requirements.

This proposal exceeds the minimum requirements for open space to provide a variety of accessible outdoor experiences for Walmart associates, visitors, and, where provided, the public. Please refer to the open space plan which provides details for each phase.

The master plan will provide open space that meets or exceeds code requirements.

See P24, Open Space Area, for required details.

401.10(g)(2) PUD districts parking and off-street loading requirements.

Each phase of the PUD delivers parking in a campus format. The total amount of parking provided in each phase meets or exceeds the minimum requirements set forward in Article 501 of the Bentonville Unified Development Code. See P14, Phasing Plan, for additional details.

401.10(g)(3) PUD districts perimeter requirements.

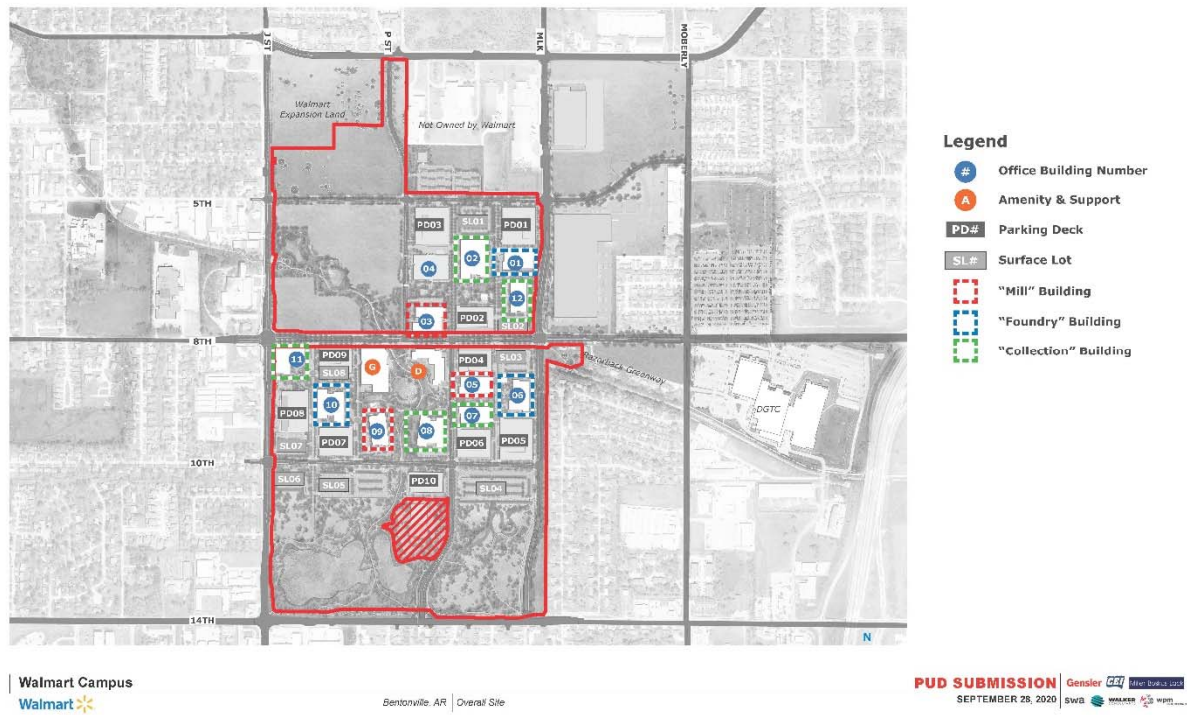
The master plan is designed to create maximum compatibility with surrounding land uses.

These street and landscaping improvements have been designed to meet the expectations Bentonville residents living in adjacent neighborhoods have for excellent and continuous public improvements.

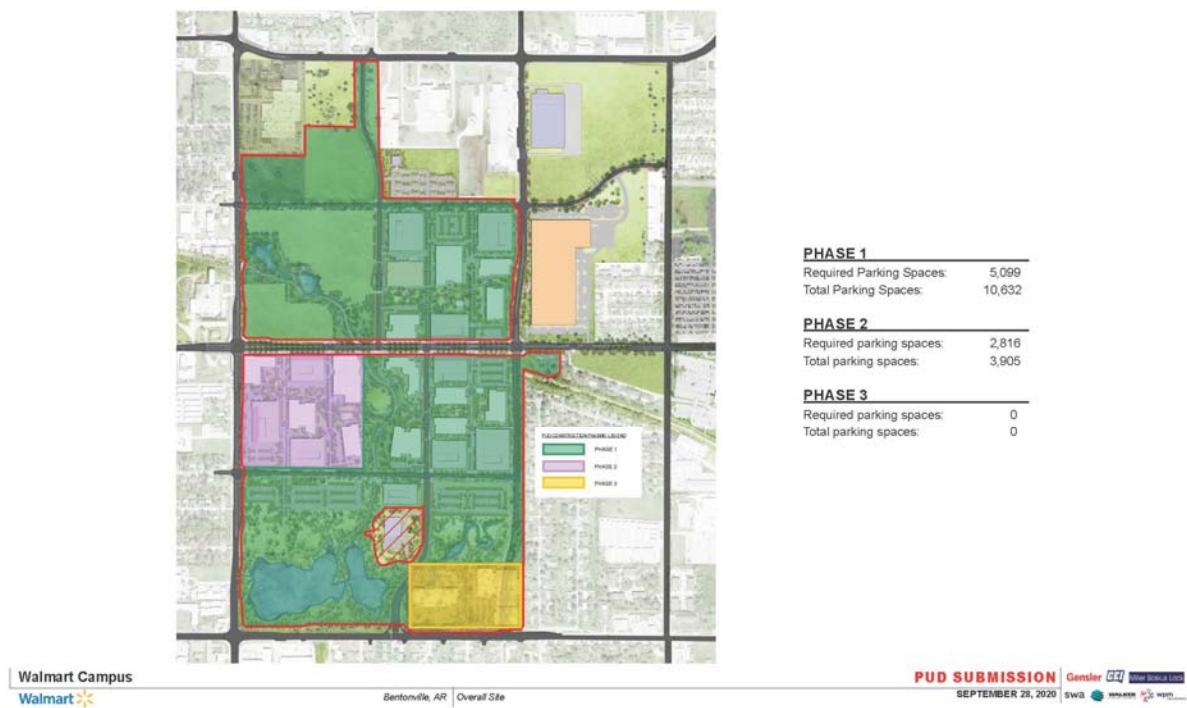
401.10(g)(4) PUD districts structural design standards.

Refer to P25 and the following pages for documentation showing compliance with structural design standards, such as elevations and material palettes.





PUD CONSTRUCTION PHASING PLAN



OPEN SPACE AREA



- ZONE 1**
AREA: 34.0 acres
OPEN SPACE: 16.12 acres
OPEN SPACE PERCENTAGE: 47%
(27% ABOVE REQUIREMENT)
- ZONE 1 - GREEN GROOVE**
AREA: 11.0 acres
OPEN SPACE: 9.8 acres
OPEN SPACE POND: 1.2 acres
OPEN SPACE PERCENTAGE: 100%
(80% ABOVE REQUIREMENT)
- ZONE 2S**
AREA: 7.7 acres
FUTURE EXPANSION AREA: 7.7 acres
- ZONE 2N**
AREA: 16.2 acres
FUTURE EXPANSION AREA: 16.2 acres
- ZONE 3**
AREA: 24.8 acres
OPEN SPACE: 11.57 acres
OPEN SPACE PERCENTAGE: 46%
(26% ABOVE REQUIREMENT)
- ZONE 4**
AREA: 38.6 acres
OPEN SPACE: 18.2 acres
OPEN SPACE PERCENTAGE: 47%
(27% ABOVE REQUIREMENT)
- ZONE 5**
AREA: 48.5 acres
OPEN SPACE: 36.0 acres
OPEN SPACE POND: 12.5 acres
OPEN SPACE PERCENTAGE: 100%
(80% ABOVE REQUIREMENT)
- FUTURE EXPANSION (NORTH)**
AREA: 9.2 acres
OPEN SPACE: 4.4 acres
OPEN SPACE PERCENTAGE: 47%
(27% ABOVE REQUIREMENT)
- FUTURE EXPANSION AREA: 4.9 acres**
- TOTAL AREA: 231 ACRES**
OPEN SPACE: 110.67 acres
TOTAL OPEN SPACE PERCENTAGE: 48%
(28% ABOVE REQUIREMENT)

- KEY**
- OPEN SPACE AREA -
SOFTSCAPE OR PEDESTRIAN
HARDSCAPE
 - OPEN SPACE AREA -
POND OR SEASONAL
WATERWAY
 - FUTURE EXPANSION ZONE
(NOT INCLUDED IN OPEN
SPACE AREA)
 - PARKING LOT/VEHICULAR
PAVING AREA
(NOT INCLUDED IN OPEN
SPACE AREA)
 - PARKING LOT PLANTING
(NOT INCLUDED IN OPEN
SPACE AREA)

Walmart Campus

Bentonville, AR Open Space Diagram

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF I-2, HEAVY INDUSTRIAL, R-3, MEDIUM DENSITY RESIDENTIAL, R-O, RESIDENTIAL OFFICE, AND C-2, GENERAL COMMERCIAL TO PUD, PLANNED UNIT DEVELOPMENT (PROJECT NUMBER: PUD20-0002).

WHEREAS, Wal-Mart Stores, Inc. duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present zoning classification of I-2, Heavy Industrial, R-3, Medium Density Residential, R-O, Residential Office, and C-2, General Commercial to PUD, Planned Unit Development to be used in accordance with city zoning laws and state laws, which property is described as follows:

A TRACT OF LAND SITUATED IN THE EAST HALF OF SECTION 32, TOWNSHIP 20N, RANGE 30W, BENTON COUNTY, ARKANSAS, BEING PART OF TRACT RR, JOB 090218 IN DOCUMENT CV-2015-1895-5 IN THE PUBLIC RECORDS OF BENTON COUNTY, ARKANSAS, AND BEING DESCRIBED BY METES AND BOUNDS FROM AN ON-THE-GROUND SURVEY BASED ON BEARINGS ESTABLISHED USING NAD83 PERFORMED ON MAY 28, 2020 BY CEI ENGINEERING ASSOCIATES, INC. AS FOLLOWS:

COMMENCING AT A FOUND RAIL ROAD SPIKE BEING THE NORTHWEST CORNER OF THE NORTHEAST QUARTER (NE/4) OF THE SOUTHEAST QUARTER (SE/4) OF SECTION 32, TOWNSHIP 20 NORTH, RANGE 30 WEST;

THENCE SOUTH 87°02'52" EAST ALONG THE NORTH LINE OF SAID NE/4, SE/4, A DISTANCE OF 470.15 FEET TO A FOUND MAG NAIL BEING THE POINT OF BEGINNING;

THENCE LEAVING SAID NORTH LINE, NORTH 65°46'16" WEST ALONG THE SOUTH RIGHT-OF-WAY OF SAID TRACT RR, 83.84 FEET;

THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY, NORTH 64°06'14" WEST, 121.95 FEET;

THENCE NORTH 64°05'30" WEST, 268.96 FEET TO THE EAST RIGHT OF WAY OF SOUTHEAST P STREET;

THENCE ALONG SAID EAST RIGHT OF WAY, NORTH 01°51'25" EAST, 65.70 FEET;

THENCE ALONG THE NORTH RIGHT OF WAY OF AFOREMENTIONED TRACT RR THE FOLLOWING SEVEN (7) COURSES;

1. SOUTH 64°05'38" EAST, 416.79 FEET
2. SOUTH 65°47'26" EAST, 21.66 FEET
3. SOUTH 65°47'26" EAST, 59.97 FEET; ON A NON-TANGENT CURVE TO THE LEFT;
4. ALONG THE ARC OF SAID CURVE 146.51 FEET, HAVING A RADIUS OF 1,418.26 FEET, THROUGH A CENTRAL ANGLE OF 05°55'08", HAVING A CHORD WHICH BEARS SOUTH 69°08'38" EAST, 146.44 FEET
5. SOUTH 71°18'56" EAST, 27.83 FEET
6. SOUTH 71°14'16" EAST, 116.71 FEET
7. SOUTH 71°09'20" EAST, 569.09 FEET

THENCE LEAVING SAID NORTH RIGHT OF WAY, SOUTH 02°32'15" WEST, 60.71 FEET TO THE AFOREMENTIONED SOUTH RIGHT OF WAY OF SAID TRACT RR ALSO BEING THE MOST NORTHERNLY CORNER OF DEED BOOK 642, PAGE 568;

THENCE NORTH 71°19'01" WEST ALONG THE BOUNDARY OF SAID, 730.51 FEET TO A FOUND 5/8" REBAR CAP 391;

POINT OF CURVATURE TO THE RIGHT;

THENCE ALONG THE ARC OF SAID CURVE 64.50 FEET, HAVING A RADIUS OF 1,966.07 FEET, THROUGH A CENTRAL ANGLE OF 01°52'47", HAVING A CHORD BEARING AND DISTANCE OF NORTH 70°22'14" WEST, 64.50 FEET TO A FOUND RBF 5/8" BEING CORNER ON A NON-TANGENT CURVE TO THE RIGHT;

THENCE ALONG THE ARC OF SAID CURVE 86.44 FEET, HAVING A RADIUS OF 2,034.05 FEET, THROUGH A CENTRAL ANGLE OF 02°26'06", HAVING A CHORD WHICH BEARS NORTH 68°11'34" WEST, 86.43 FEET THE POINT OF

BEGINNING; CONTAINING 80,891 SQUARE FEET OR 1.86 ACRES, MORE OR LESS.

; and,

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held October 20, 2020 in the Council Chambers of the City of Bentonville; and,

WHEREAS, public notice of said hearing having been published in the Northwest Arkansas Democrat-Gazette for the time and in the manner required by law; and,

WHEREAS, the Planning Commission voted to recommend to the City Council that the petition be approved and that said property be rezoned from its present classification of I-2, Heavy Industrial R-3, Medium Density Residential, R-O, Residential Office, and C-2, General Commercial to PUD, Planned Unit Development.

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

Section 1: That the above described real property is hereby changed from its present zoning classification of I-2, Heavy Industrial R-3, Medium Density Residential, R-O, Residential Office, and C-2, General Commercial to PUD, Planned Unit Development to be used in accordance with the city zoning laws and state laws.

PASSED AND APPROVED this _____ day of _____, 2020.

APPROVED:

Stephanie Orman, Mayor

ATTEST:

Kirby Romines, City Clerk

FINAL PLAT STAFF REPORT



Autumn Hills Subdivision

SW Autumn Hills Road & Town Vu Road

PC Date: 10/20/2020

Reviewer: Jon Stanley, Senior Planner

Project Number	FP20-0003
Applicant / Current Owner	Calcon Inc. 10636 Hwy 72 w Bentonville, AR 72712-9017 Phone: 479-273-5558
Site Area	+/- 29.10 Acres
Current Zoning	R-1, Single Family Residential
Future Land Use Map Designation	Residential Estates (RE)

<https://arcg.is/08HvK8>

Location Map



Property Description

This property is located north of Town Vu Road and South of Hwy 72 on newly constructed SW Autumn Hills Road. The approximately 29-acre tract of land is zoned R-1, Single Family Residential with a Future Land Use Plan designation of RE, Residential Estate.

Project Details

The final plat consists of 54 total lots, fifty (50) of which are buildable single-family lots with an average lot size of 0.30 acres or approximately 12,800 square feet. The four remaining lots contain private alleys, a storm-water detention pond, and a public lift station that was constructed with the subdivision. The plat dedicates 50-foot public street rights-of-ways for two newly constructed public streets named SW Autumn Hills Road and SW Velema Avenue. Various public utility easements are also being dedicated with the plat to serve the subdivision.

All non-bondable items and guarantees of improvements must be completed and a final inspection performed and approved prior to final plat approval.

Waivers

There are no waivers requested with this final plat.

Analysis and Recommendation

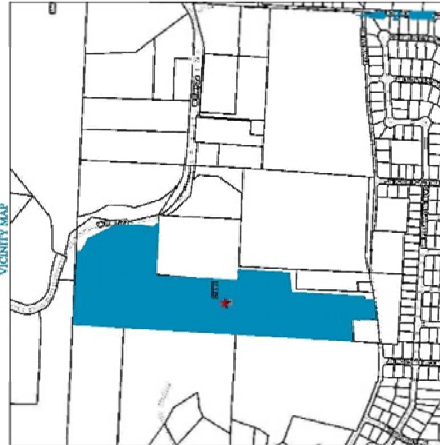
The plat does meet the minimum requirements of the subdivision regulations therefore staff recommends approval.

Standard Conditions of Approval

1. Provide a digital copy of the plat.
2. Address all technical review comments prior to filing or requesting a building permit.
3. The plat shall not be filed until a final inspection has been completed and all non-bondable items accepted.

NOTES

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



STATISTICS REPORTING NUMBER:
900 000 100 6 1 1 7 00 0 0 1 0 0

PLEASE PRINT OR TYPE YOUR NAME AND ADDRESS
 2225 W. 10TH AVE. SUITE 200
 DENVER CO 80202-3208



THE BROWNS ON "IN THE MEAN TIME" AS
 "GROWING UP" IN A CHURCH

[illegible]

SURVEYOR/ENGINEER:
WATKINS & ASSOCIATES, INC.
7234 E. PLEASANT RIDGE DRIVE
FAYETTEVILLE, AR. 72704
PHONE: 479-442-9330
FAX: 479-4733

OWNER: EDUVALPAC
CALOON INC
16035 HWY 72 W
BENTONVILLE, AR 72712-9017
PHONE: 479-273-5558

ORIGINAL PARTS NUMBERS:
01-20043-515, 01-20043-510, & 01-20043-505

PROPERTY ZONED:
R-1 (SINGLE-FAMILY RESIDENTIAL)

PROPOSED USER:
 UNIVERSITY OF MARYLAND

WILSON'S TRACKS

FOR MORE INFORMATION, VISIT WWW.BENTONVILLELANDING.COM OR CALL THE BENTONVILLE ZONING CODE. FOR MOBILE INFO VISIT WWW.BENTONVILLELANDING.COM OR CALL THE BENTONVILLE ZONING CODE. FOR MOBILE INFO VISIT WWW.BENTONVILLELANDING.COM OR CALL THE BENTONVILLE ZONING CODE.

*WHILE A UTILITY BASEMENT EXTENDS BEYOND THE REQUIRED SETBACK, THE EDGE OF THE UTILITY
A CONSIDERABLE SETBACK FOR OTHER UTILITIES.

GARAGE SETBACK STANDARDS

STREET/FACING
SIDE-OR-REAR-LOADING
16' FROM THE PROPERTY LINE TO THE GARAGE FACES
20' FROM THE FRONT PROPERTY LINE

MAXIMUM BUILDING HEIGHT
for 1921¹

MAXIMUM LOT COVERAGE:
INTERIOR LOT: 40%

ENTERIOR LOT: 45%

TOTAL ACREAGE: 28.9 ACRES +/- BEFORE ROW DEDICATION

2613 ACHIN + AFTER BOW BUREGATION

50 SINGLE-FAMILY RESIDENTIAL,
1 DRAINAGE FACILITY

NOTES

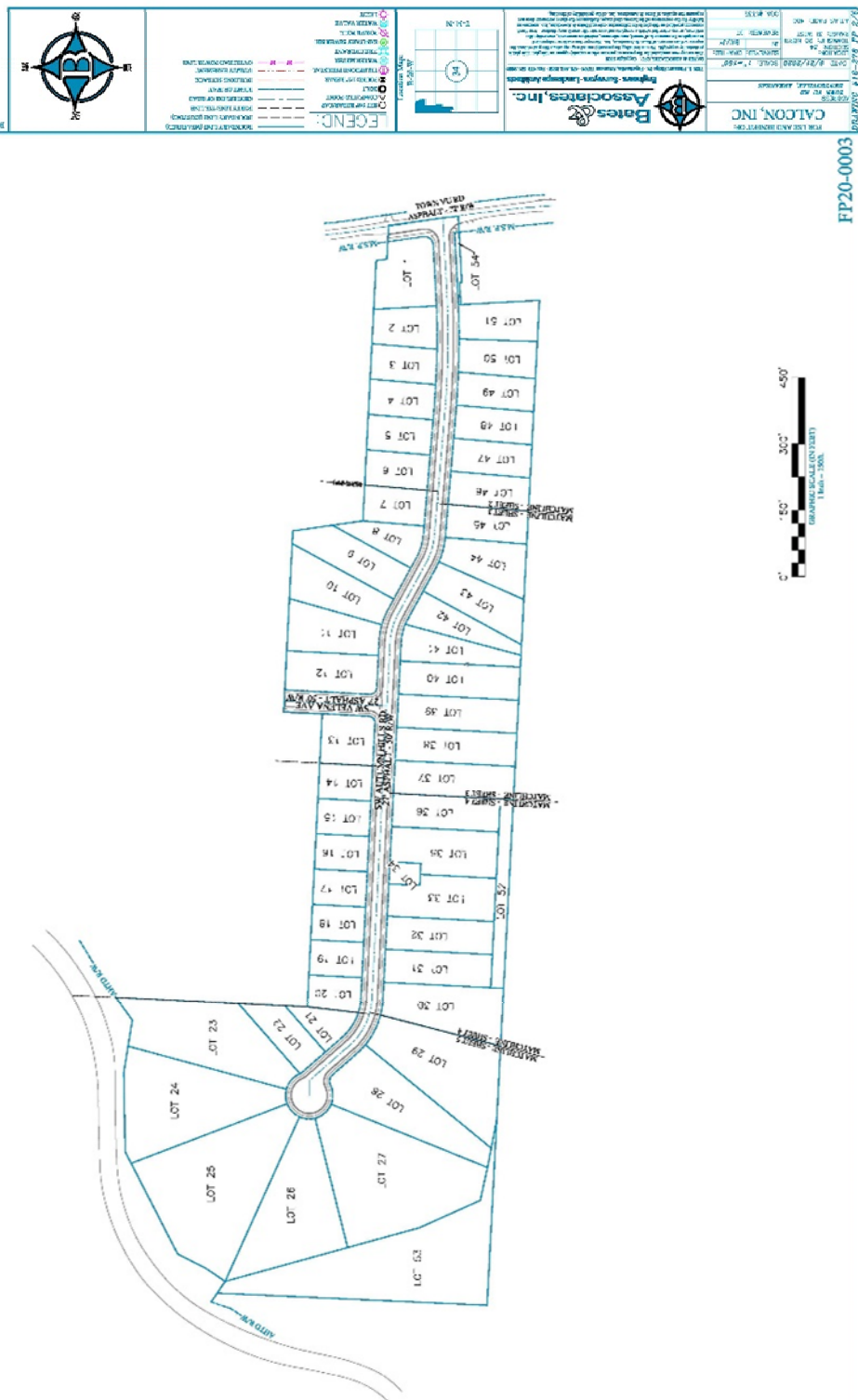
6.50 UNITS PER ACRE

FLOOD CERTIFICATION
A. Subcontractors shall provide flood certification for all work performed under this contract. Subcontractors shall provide flood certification for all work performed under this contract.

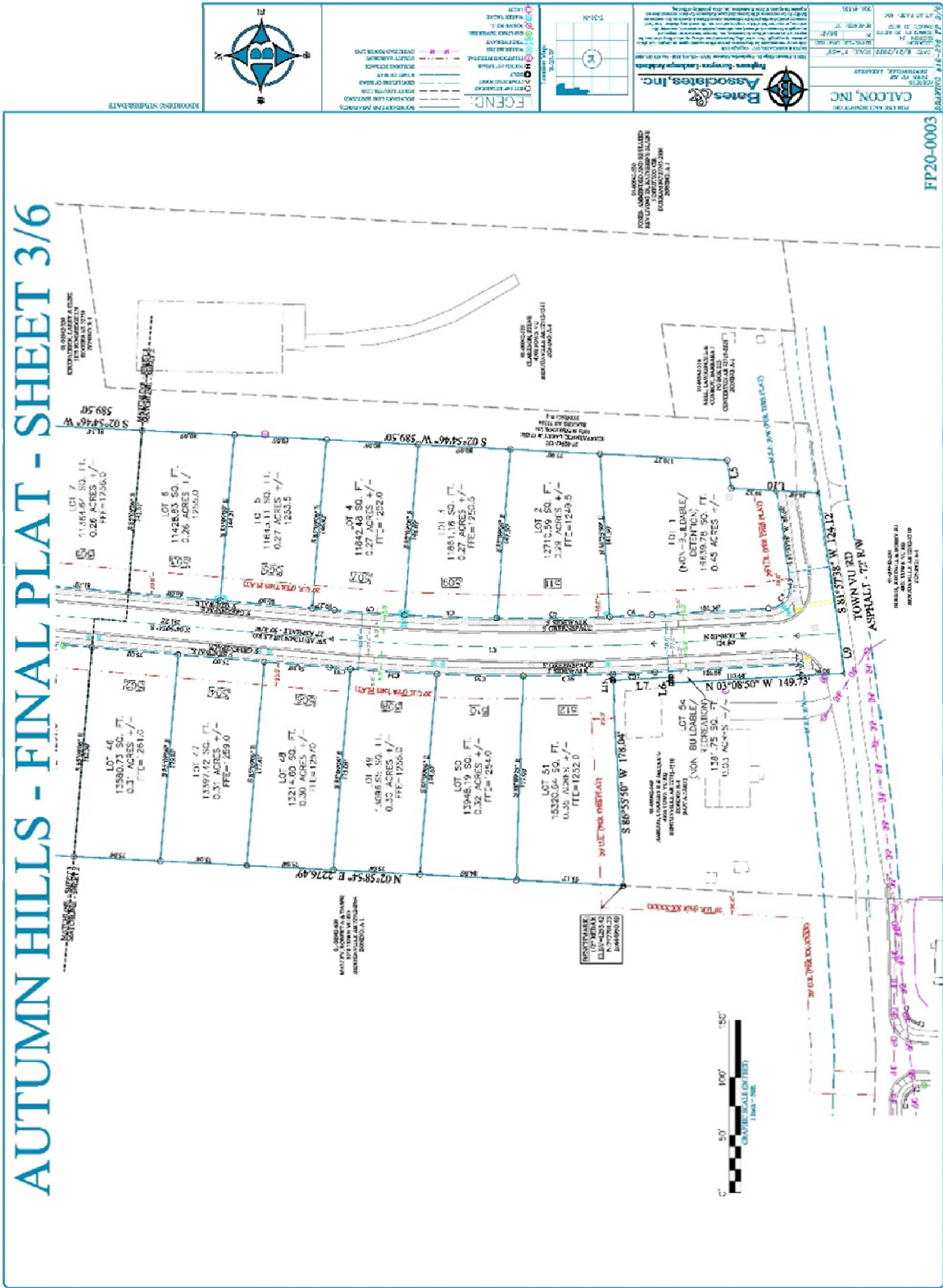
A PORTION OF THIS PROPERTY IS LOCATED WITHIN FLOOD ZONE "A". OUR AGENTS ARE AFFILIATED WITH THE NATIONAL FLOOD INSURANCE PROGRAM (NFIP) THROUGH BENTON COUNTY, ARIZONA. (ITEM FINDER: 001000000358; DATED 06/05/2012)

~ 51 ~

AUTUMN HILLS - FINAL PLAT - SHEET 2/6



AUTUMN HILLS - FINAL PLAT - SHEET 3/6

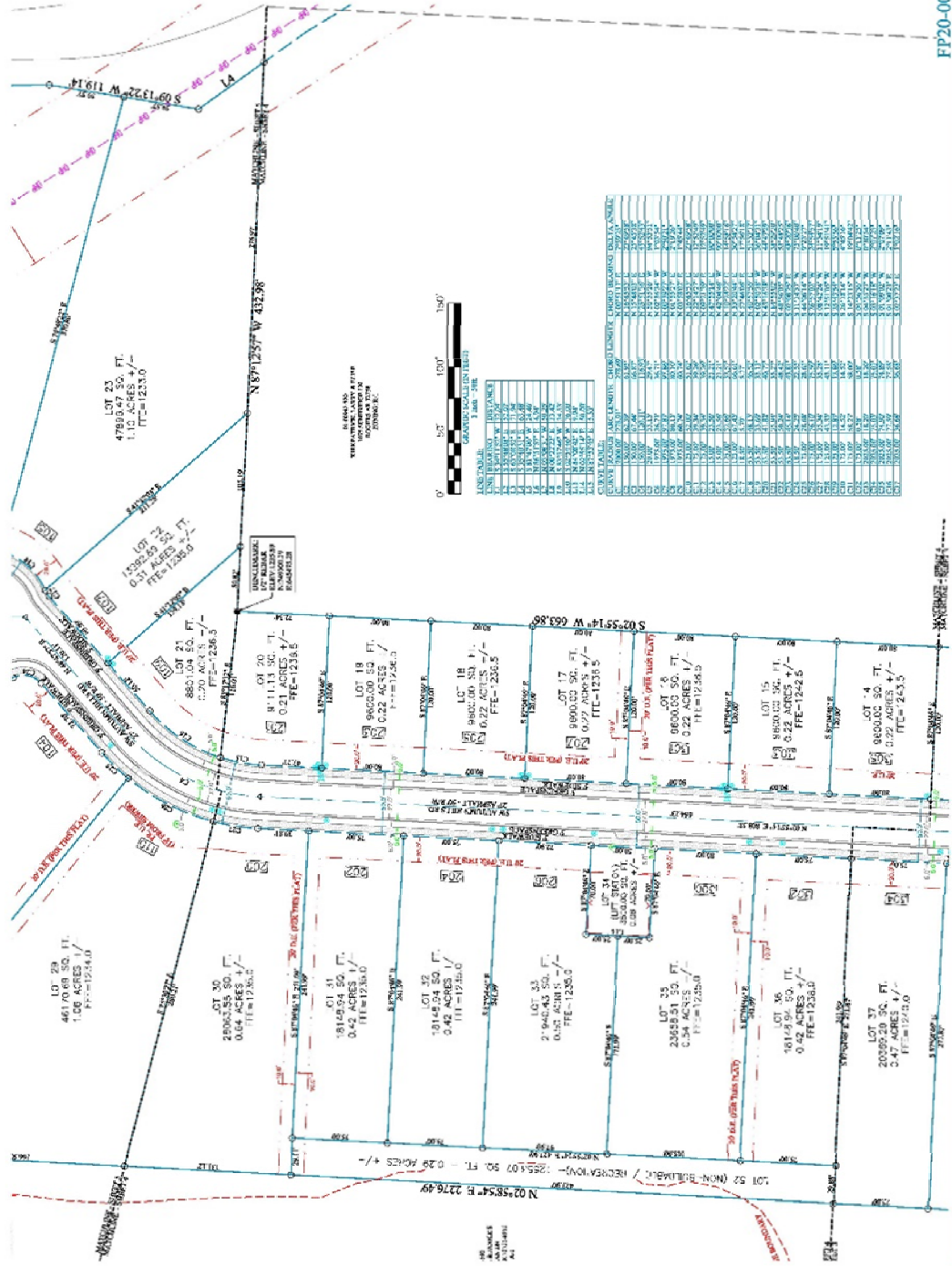


AUTUMN HILLS - FINAL PLAT - SHEET 4/6



AUTUMN HILLS - FINAL PLAT - SHEET 4/6

AUTUMN HILLS - FINAL PLAT - SHEET 5/6



AUTUMN HILLS - FINAL PLAT - SHEET 6/6

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING A FINAL PLAT OF AUTUMN HILLS
SUBDIVISION TO THE CITY OF BENTONVILLE, ARKANSAS
(PROJECT NUMBER: FP20-0003).

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the final plat of Autumn Hills Subdivision, to the City of Bentonville, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on October 20, 2020; and,

WHEREAS, said final plat is attached hereto as Exhibit "A"; and,

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

WHEREAS, the final plat 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 final plat should be approved.

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

Section 1: That the final plat of Autumn Hills 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 final plat by certifying said acceptance on the approved final plat.

PASSED AND APPROVED this _____ day of _____, 2020.

APPROVED:

ATTEST:

Stephanie Orman, Mayor

Kirby Romines, City Clerk



Agenda Item Form

Date of City Council Meeting	10/27/2020
Department	Planning
Submitted by	Shelli Kerr
Phone	(479)271-6822

Item Type: (Check All That Apply)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☒ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
A resolution to request city staff to study and develop an ordinance to regulate short-term rentals in the City of Bentonville. The attached memo discusses the research process and resources needed to implement an adopted ordinance.					

Estimated Cost	0
Is this Item Budgeted?	☐ Yes ☒ No
If no, please explain how item will be funded (briefly explain in space below):	



117 West Central Avenue, Bentonville, AR 72712
www.bentonvillear.com
PLEASE RECYCLE



MEMO



To: Mayor Stephanie Orman and Bentonville City Council
From: Ellen Norvell, Planning and Building Services Director
CC Date: October 27, 2020
Re: Resolution for staff to study and prepare regulations for short-term rentals

Recommendation. Staff recommends approval of a resolution requesting staff to study and develop a short-term rental ordinance.

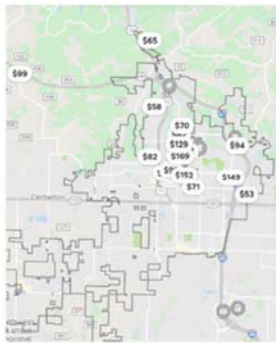
Short-term Rentals. Short-term rentals are most often defined as a rental of a residential dwelling unit or accessory building for periods less than 31 consecutive days. This may include rental of the entire home, an accessory unit, or individual rooms. Such rentals may be owner-occupied or non-owner occupied. They differ from multifamily units in that they are typically located in single-family neighborhoods or zoned for single-family use. They may also be referred to as vacation rentals, transient rentals, resort dwelling units, short-term vacation rentals, or home-sharing. Short-term rentals are often listed on a short-term rental or vacation rental website. As of 2016, more than 100 websites were operating in the U.S. alone.

Regulatory Background. The Bentonville Zoning Code includes two types of lodging: Bed and Breakfast and Hotel/Motel. Short-term rentals are not defined in the code and do not clearly fit into the definition of either of these lodging uses. The lodging regulations are provided in Attachment A.

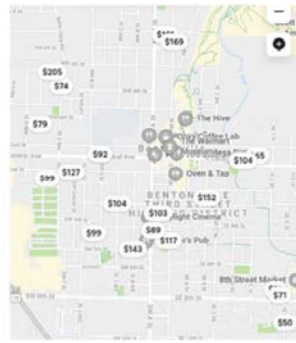
Current Conditions. As of September 23, 2020, there are over 300 short-term rentals listed on Airbnb alone. This does not include those that are not listed on Airbnb but are listed on other short-term rental websites, such as VRBO. Short-term rentals in Bentonville are located predominantly downtown.

As shown on Airbnb on Sept. 23, 2020:

City-wide



Downtown



Resolution to Prepare Short-term Rental Ordinance

Issues/Concerns. There are several concerns regarding short-term rentals that may be best managed through regulations.

- Payment of required lodging taxes
- Noise
- Parking
- Traffic
- Trash
- Property maintenance
- Building safety
- Preserving neighborhood residential character
- Ensuring a level playing field between traditional homes, hotels and illegal short-term rentals.
- Maintaining a stock of affordable housing

Next Steps. Upon adoption of a resolution by City Council requesting city staff to study and develop an ordinance on short term rentals, the following is planned:

- Conduct research on short-term rentals to include regional cities, peer regions, and model ordinances.
- Establish an ordinance review committee.
- Hold a minimum of two public meetings for input.
- Develop specific policy objectives.
 - Clearly identify the specific issues and concerns that the City wants to address.
 - Balance the rights of homeowners with the interest of neighborhoods that may experience negative side effects associated with people renting out their homes on a short-term basis.
- Determine administrative procedures and resources needed to enforce regulations.
 - The ordinance must be enforceable.
 - The city must be willing and prepared to actively enforce the ordinance, which could require ongoing monitoring of vacation rental websites.
 - The city must be willing and prepared to provide the necessary resources for active, consistent and equitable enforcement. This may involve manually monitoring short-term rental websites or contracting with a company to provide the service.

ATTACHMENT A
Current Regulations for Lodging Uses

BED & BREAKFAST

- **Definition in Zoning Code: *Lodging, Bed and Breakfast:*** *An owner occupied dwelling unit that contains no more than five (5) guest rooms where short-term lodging, with or without meals is provided for compensation. Short-term lodging shall be defined as lodging for a period not to exceed twenty-one (21) days.*
- **Zoning Districts:**

Bed & Breakfast Allowed by Right	Bed & Breakfast Allowed with a Conditional Use Permit	Bed & Breakfast Prohibited
None	A1, RE, R2, R3, R4, RC-2, RC-3, RO, DN-2, DN-3, DN4, C1, C3, DC and DE	R1, DN1, RMH, RZL, C2, I1 or I2

- **Parking Ratio:** *1 space per sleeping /rental unit plus 1 space for the owner.*
- **Use Regulations: *Sec. 601.05 Bed and breakfast.***

All applications for a conditional use permit for bed and breakfasts shall comply with the following requirements.

(a) A bed and breakfast shall be considered to be a single-family residential structure and shall not be treated as a hotel. A bed and breakfast shall not operate as a restaurant.

(b) A bed and breakfast shall be owner-occupied, with owner living on site, either in primary or secondary dwelling. Two (2) outside employees are permitted to operate the business.

(c) A bed and breakfast shall conform to all federal, state, and local laws and regulations concerning health, safety, licensing, nondiscrimination, or any other applicable law or regulations.

(d) A bed and breakfast shall have a working smoke detector in every sleeping room and a fire extinguisher in proper working order on every floor. No significant or substantial landscaping or structures shall be removed to provide the required parking. Prior to occupancy as a Bed and Breakfast, inspections shall be made by a Building Inspector and the Fire Inspector.

(e) A site plan of the property and a building floor plan shall be submitted with the application for special use permit showing entryways, guest rooms location, exits, location of smoke detectors, fire extinguishers, etc.

(f) One (1) non-illuminated sign, no larger than eight (8) square feet per side, and four (4) feet in height is permitted for each bed and breakfast facility.

(g) A maximum of five bedrooms may be available for rental for a maximum of five consecutive nights to any one guest and breakfast may only be served to registered guests. The price of breakfast shall be part of the rental fee.

(h) There shall be no individual cooking facilities.

- (i) *Off-street parking requirements shall be two (2) spaces per dwelling plus one for each guest room available for rental.*
- (j) *The facilities shall not be rented for receptions, parties, weddings or similar activities unless potential negative impacts, including, but not limited to, traffic, parking and noise, have been addressed and the activity is specifically permitted in the use permit. Prior to any functions located at the Bed and Breakfast, the Planning Department shall be contacted. At this time the proposed activity will be evaluated, and if allowed, a temporary permit will be issued for that particular event with a set time period (not to exceed 2 days). A maximum of 4 temporary permits will be issued per year.*
- (k) *Bed and breakfast facilities shall also be subject to any other conditions set by the Planning Department and/or Planning Commission.*
- (l) *The Planning Commission may revoke any special use permit granted under this section for violation of any condition of the permit or if the facility shall become a nuisance to the community in which it is located.*
- (Ord. No. 98-58, §1, 06-23-1998; Ord. No. 2003-101, § 1, 06-10-2003; Ord. No. 2012-58, § 4, 07-24-2012)*

HOTEL OR MOTEL

- **Definition in Code: *Lodging, Hotel or Motel:*** *A structure containing six (6) or more guest rooms which are used, rented or hired for sleeping purposes and customary lodging services, including maid services, the furnishing and upkeep of furniture and bed linens, and telephone and desk service, by transient guests. Related ancillary uses may include but shall not be limited to conference and meeting rooms, restaurants, bars, and recreational facilities.*
- **Zoning Districts.**

Hotel/Motel Allowed by Right	Hotel/Motel Allowed with a Conditional Use Permit	Hotel / Motel Prohibited
C2, C3, DC	DE	A1, RE, R1, R2, R3, R4, RC-2, RC-3, RO, RMF, RZL, DN-1, DN-2, DN-3, DN4, C1, I1, I2

- **Parking Ratio:** *1 space is required per guest room. For developments larger than twenty (20) rooms, eleven parking spaces must be provided for each ten rooms or fraction thereof for employees and non-guest users patronizing meeting rooms, and other facilities, but not including restaurants.*

RESOLUTION NO. _____

**A RESOLUTION TO REQUEST CITY STAFF TO STUDY AND DEVELOP AN
ORDINANCE TO REGULATE SHORT-TERM RENTALS IN THE CITY OF
BENTONVILLE.**

WHEREAS, the City of Bentonville Zoning Code does not specifically define or regulate short-term rentals; and,

WHEREAS, there are approximately 300 short-term rentals listed on Airbnb in the City of Bentonville, with more listed on other short-term rental websites; and,

WHEREAS, short-term rentals provide a benefit to the community by offering a variety of lodging for travelers which increases sales taxes and provides income to property owners; and,

WHEREAS, short-term rentals can create challenges to neighborhood stability including parking overflow and noise complaints, as well as reducing the availability of affordable housing; and,

WHEREAS, regulating short-term rentals provides an opportunity balance the challenges and the benefits.

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

Section 1. That the City Council of the City of Bentonville, Arkansas hereby requests that city staff study and develop for the City Council's consideration an ordinance to regulate short-term rentals in the City of Bentonville.

PASSED and APPROVED this _____ day of _____, 2020.

APPROVED:

Mayor Stephanie Orman

ATTEST:

City Clerk Kirby Romines



Agenda Item Form

Date of City Council Meeting	10/27/2020
Department	Planning
Submitted by	Shelli Kerr
Phone	(479)271-6822

Item Type: (Check All That Apply)					
☐ Budget Adjustment	☐ Change Order	☒ Informational	☐ Ordinance	☐ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Appointment of Allison Glenn to Position 5 on the Public Art Advisory Committee (PAAC). Ms. Glenn is the Associate Curator, Contemporary Art for Crystal Bridges Museum of American Art and has over a decade of working in the public realm. This will be Ms. Glenn's first term, beginning November 1, 2020 and expiring Oct. 31, 2023.					

Estimated Cost	0
Is this Item Budgeted?	☐ Yes ☒ No
If no, please explain how item will be funded (briefly explain in space below):	



117 West Central Avenue, Bentonville, AR 72712
www.bentonvillear.com
PLEASE RECYCLE





October 22, 2020

To: City Council Members & City Clerk
From: Mayor Stephanie Orman
Subject: Appointment of Allison Glenn to the City of Bentonville's Public Art Advisory Committee.

I recommend Allison Glenn for appointment to the City of Bentonville's Public Art Advisory Committee. Ms. Glenn's term begins on November 1, 2020 and will expire on October 31, 2022.


Stephanie Orman

Boards and Commissions Application Form

Applicant Information

First Name	Allison
Last Name	Glenn
Address	
City	Bentonville
State	AR
Zip Code	72712
Home / Cell Phone	
Email Address	
Length of Bentonville Residency	2 years 8 months
Employer	Crystal Bridges Museum
Occupation	Associate Curator, Contemporary Art
Business Phone	

(Section Break)

References

Please provide 2 references

Name	Dylan Turk
Email Address	
Address	
City	Bentonville
State	AR
Zip Code	72712
Phone Number	
Name	Sam Dean, Executive Director, Scott Family Amazeum

Email Address	
Address	1009 Museum Way
City	Bentonville
State	AR
Zip Code	72712
Phone Number	
Fax Number	Field not completed.

(Section Break)

Board Selection and Qualifications

Select all commissions and boards for which you would like to be considered:

Public Art Advisory Committee

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

I am currently Associate Curator, Contemporary Art at Crystal Bridges Museum of American Art, where I shape how public sculpture activates and engages Crystal Bridges 120-acre campus. I joined the team in early 2018. In my role, am responsible for the care of our outdoor sculpture collection installed across 5 sprawling miles of trails. Big career moments at Crystal Bridges include the opportunity to curate Color Field (2019) which was our first outdoor sculpture exhibition. Color Field toured to two venues, and is currently on view at the University of Houston. I also have the opportunity to spearhead site specific artist projects, and work in collaboration with our outdoor sculpture team to shape the long term development of the sculpture program on our trails and grounds. In 2020, we made major changes to our campus, including the relocation of Louise Bourgeois Maman from the museum entrance to the South Lawn. I'm excited to soon announce a new site specific outdoor sculpture by an internationally renowned Black contemporary artist, which will open mid-May 2021.

I have experience collaborating across multiple organizations and with unique and varied stakeholders. In 2019, I began working on two institutional collaborations that reach beyond brick and mortar space and into communities, with the Murphy Arts District in El Dorado, Arkansas and the Scott Family Amazeum. Crystal Bridges and the Amazeum have embarked

on a Walton Family Foundation funded Design Excellence project, and I am the curator for this collaboration.

I was on the curatorial team for State of the Art 2020, the quinquennial exhibition of contemporary art that opened at both Crystal Bridges and the Momentary. I worked with a majority of the artists that realized site specific projects on our campus, including George Sanchez-Calderon's stunning "Americana" (2014/2020) sculpture, now in our permanent collection.

Prior to moving to NW Arkansas, I was on the curatorial team for Prospect New Orleans international art triennial "Prospect.4: The Lotus in Spite of the Swamp". Prospect New Orleans was started post-Katrina as a way to bring tourism to the City of New Orleans through arts and culture, and the organization has a unique role of collaborating across the city, including with arts organizations of all sizes, city government, municipal boards and committees, and additional municipal stakeholders. Led by the vision of Artistic Director Trevor Schoonmaker, our curatorial team worked with 73 artists and arts collectives—a total of 91 artists participated. In my role, I realized new commissions and public projects created by artists such as Odili Donald Odita, Yoko Ono, and a collaboration between Otabenga Jones & Associates and the Kitchen Sisters that was live streamed on Bayou Road in the city's historic Treme neighborhood.

I have over a decade of experience working in the public realm, including a Curatorial Fellowship with the City of Chicago Department of Cultural Affairs and Special Events to realize an independent, public art exhibition in Chicago in 2016; working with internationally renown artist Theaster Gates to open a building on the South Side of Chicago, in collaboration with the University of Chicago in 2012, and inaugurating a bus bench project in Chicago in 2014 with Hank Willis Thomas, while Director of Monique Meloche Gallery. While in graduate school, I worked at the Hammer Museum on the inaugural Pacific Standard Time initiative of the Getty that supports the collaboration of arts institutions across Southern California, each presenting thematically linked exhibitions and programs designed to celebrate the region's vibrant cultural history.

I obtained dual Masters Degrees in Modern and Contemporary Art History, Theory and Criticism & Arts Administration and Policy from the School of the Art Institute of Chicago in 2012, and a BFA in Photography with a co-major in Urban Studies

from Wayne State University in Detroit, MI in 2005. I spent the 2003-2004 academic year studying at the University of Salford in Manchester, England, in support of my pursuit of the Urban Studies co-major.

I currently serve as the Crystal Bridges curatorial representative on the Public Art Consortium, which is a consortium of US-based museums and non-profit arts organizations that curate and care for public art and outdoor sculpture collections. The group is convened by Brooke Kamin Rapaport, Deputy Director and Martin Friedman Chief Curator at Madison Square Park Conservancy in New York City.

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

I was encouraged by Lauren Haynes to apply to the Public Art Advisory Committee in summer 2020, and took a bit of time to consider what the year would bring professionally before I decided to take the leap.

More often than not in my career, I have worked close to the ground and on small teams. I stay connected to, and active in, the cultural landscape and creative communities, and do find myself insatiably curious and dedicated to experimentation

Place has resonance, and I firmly believe that there are multiple centers, in the art world and otherwise. In a time that we have to think differently about where and how we decide to gather, place remains at the forefront of that discussion. When considering place in the context of public art, there are a series of questions that come to mind: "What does public mean?" "What publics are we serving?", and, appropriately, "What does public mean in the midst of this global pandemic [and beyond]?" I hope to continue to ask these questions as part of the Committee, and consider how they dovetail with larger interests of the NW Arkansas community.

3. What do you hope to be able to contribute?

I have extensive experience working with public art and the triennial model (multi-sited, across cities, multiple stakeholders), and I bring a keen understanding of what is possible and what is at stake when considering the multi-generational, often-times accidental audience that engages with art in the public realm. I love the trail system in NW Arkansas, and use it often to run and walk. On my runs, I see many opportunities where the trails could be activated by artworks and ideas. I have a wealth of information and resources regarding public art across the United States, wonderful relationships with many contemporary artists, and the experience of realizing ambitious public art projects in

Chicago, New Orleans, and Northwest Arkansas. I hope to amplify the incredible work that has already been done by the committee, and to align my experience with the ambitions of the team.

(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	Allison Glenn
--	---------------

Date	9/23/2020
------	-----------



Agenda Item Form

Date of City Council Meeting	10/27/2020
Department	Planning
Submitted by	Shelli Kerr
Phone	(479)271-6822

Item Type: (Check All That Apply)					
☐ Budget Adjustment	☐ Change Order	☒ Informational	☐ Ordinance	☐ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Reappointment of Lauren Haynes to a second term to the Public Art Advisory Committee (PAAC). Ms. Haynes is the Director of Artist Initiatives and Curator, Contemporary Art for Crystal Bridges Museum of American Art and oversees the visual arts program at The Momentary. This will be Ms. Haynes' second term, beginning November 1, 2020 and expiring Oct. 31, 2023.					

Estimated Cost	0
Is this Item Budgeted?	☐ Yes ☒ No
If no, please explain how item will be funded (briefly explain in space below):	



117 West Central Avenue, Bentonville, AR 72712
www.bentonvillear.com
PLEASE RECYCLE





October 22, 2020

To: City Council Members & City Clerk
From: Mayor Stephanie Orman
Subject: Reappointment of Lauren Haynes to the City of Bentonville's Public Art Advisory Committee.

I recommend Lauren Haynes for reappointment to the City of Bentonville's Public Art Advisory Committee. Ms. Haynes' term begins on November 1, 2020 and will expire on October 31, 2022.

So

Stephanie Orman

Boards and Commissions Application Form

Applicant Information

First Name	Lauren
Last Name	Haynes
Address	
City	Bentonville
State	AR
Zip Code	72712
Home / Cell Phone	
Email Address	
Length of Bentonville Residency	4 years
Employer	Crystal Bridges Museum of American Art
Occupation	Director of Artist Initiatives and Curator, Contemporary Art
Business Phone	

(Section Break)

References

Please provide 2 references

Name	Rod Bigelow
Email Address	
Address	600 Museum Way
City	Bentonville
State	AR
Zip Code	72712
Phone Number	

Name	Sandy Edwards
Email Address	
Address	600 Museum Way
City	Bentonville
State	AR
Zip Code	72712
Phone Number	
Fax Number	Field not completed.

(Section Break)

Board Selection and Qualifications

Select all commissions and boards for which you would like to be considered:

Public Art Advisory Committee

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

I've been working in art museums and with contemporary art and artists for almost fourteen years. First in NYC and now here in Bentonville for four years. I studied art history and African American studies. I've organized dozens of exhibitions and projects with artists at a variety of points in their careers. I've worked closely with artists as they develop ideas and projects of a variety of scales. In addition to my work at Crystal Bridges, I also oversee the visual arts program at the Momentary.
2. Why would you like to be considered for appointment to this commission or board?

I would love to be re-appointed to a second term on the public art advisory committee. I am currently vice chair of the committee and feel like there's still so much great work to do and I'd love to be a part of it for another three years.
3. What do you hope to be able to contribute?

I hope to be able to continue to contribute my expertise in working with living artists and to share knowledge and information about what's happening at Crystal Bridges and the Momentary to help promote synergy in the arts in Bentonville.

(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	Lauren Haynes
--	---------------

Date	9/28/2020
------	-----------



Agenda Item Form

Date of City Council Meeting	10/27/2020
Department	ENGINEERING
Submitted by	TRACY BILLINGS
Phone	(479) 696-0229

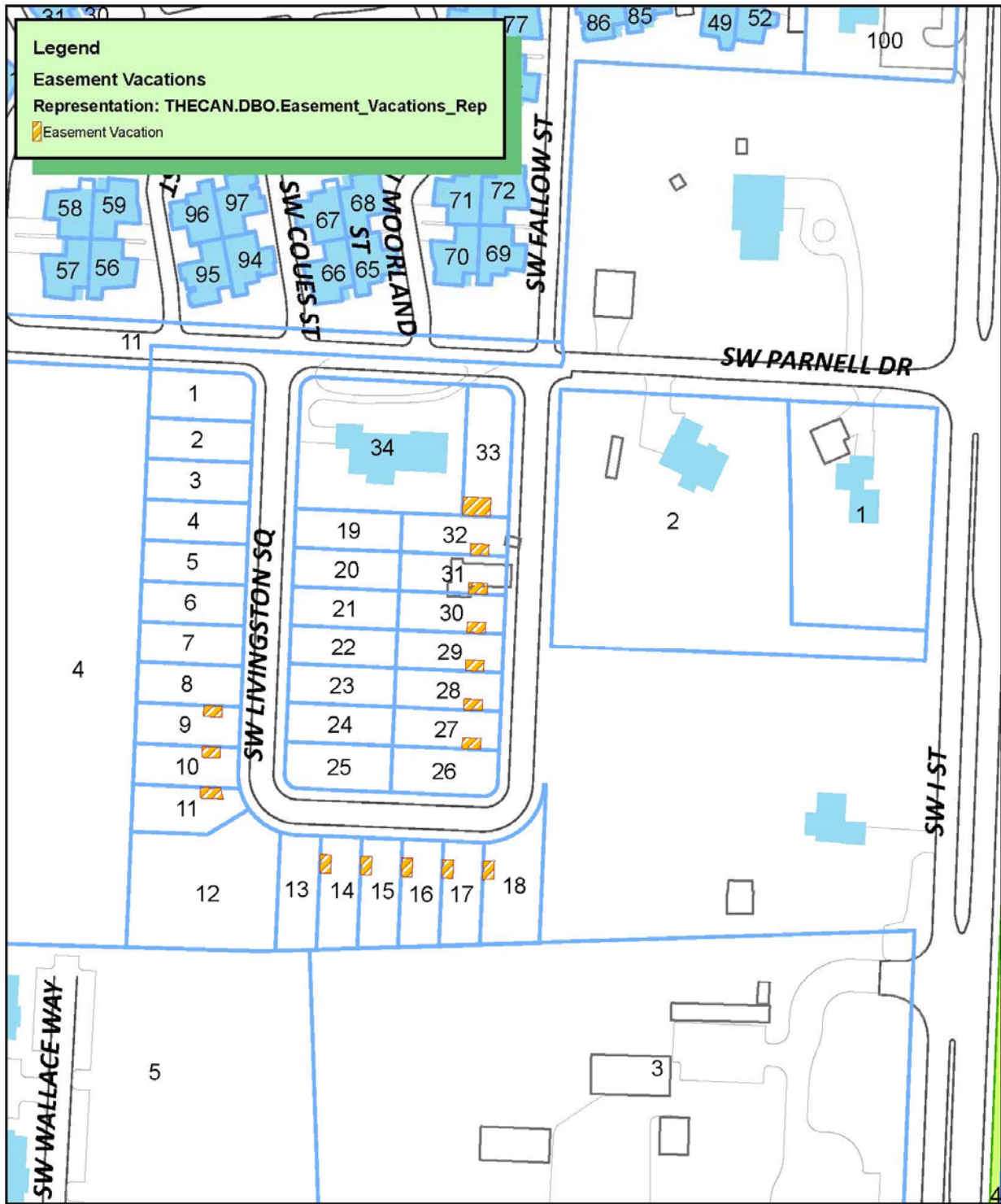
Item Type: Public Hearing and Ordinance to Vacate					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☒ Ordinance	☐ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Public hearing and ordinance vacating a Utility Easement requested for multiple (15) lots at Livingston Square Subdivision (VAC20-0023).					

Estimated Cost	\$
Is this Item Budgeted?	☐ Yes ☒ No
If no, please explain how item will be funded (briefly explain in space below):	



117 West Central Avenue, Bentonville, AR 72712
www.bentonvillear.com
PLEASE RECYCLE





ORDINANCE NO _____

AN ORDINANCE VACATING A UTILITY EASEMENT LOCATED FOR
MULTIPLE (15) LOTS IN LIVINGSTON SQUARE SUBDIVISION TO THE CITY OF
BENTONVILLE, ARKANSAS, BENTON COUNTY ARKANSAS (VAC20-0023).

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

Easement Vacation Request 1:

Part of Lot 9 PE Livingston Square Subdivision to the City of Bentonville, Benton County, Arkansas per the plat of said subdivision filed for record at file L201851655 in the Office of the Circuit Clerk and Ex-Officio Recorder for Benton County, Arkansas, being more particularly described as follows:

Commencing at the Northwest Corner of Lot 8 of said PE Livingston Square Subdivision, thence South 56°29'26" East, a distance of 85.13 feet to the POINT OF BEGINNING; thence South 87°36'38" East, a distance of 20.00 feet; thence South 02°23'22" West, a distance of 12.00 feet; thence North 87°36'38" West, a distance of 20.00 feet; thence North 02°23'22" East, a distance of 12.00 feet to the POINT OF BEGINNING.

Containing 240 square feet or 0.01 acres, more or less.

Easement Vacation Request 2:

Part of Lot 10 PE Livingston Square Subdivision to the City of Bentonville, Benton County, Arkansas per the plat of said subdivision filed for record at file L201851655 in the Office of the Circuit Clerk and Ex-Officio Recorder for Benton County, Arkansas, being more particularly described as follows:

Commencing at the Northwest Corner of Lot 8 of said PE Livingston Square Subdivision, thence South 37°14'32" East, a distance of 114.26 feet to the POINT OF BEGINNING; thence South 87°36'38" East, a distance of 20.00 feet; thence South 02°23'22" West, a distance of 12.00 feet; thence North 87°36'38" West, a distance of 20.00 feet; thence North 02°23'22" East, a distance of 12.00 feet to the POINT OF BEGINNING.

Containing 240 square feet or 0.01 acres, more or less.

Easement Vacation Request 3:

Part of Lot 11 PE Livingston Square Subdivision to the City of Bentonville, Benton County, Arkansas per the plat of said subdivision filed for record at file L201851655 in the Office of the Circuit Clerk and Ex-Officio Recorder for Benton County, Arkansas, being more particularly described as follows:

Commencing at the Northwest Corner of Lot 8 of said PE Livingston Square Subdivision, thence South 26°30'54" East, a distance of 150.78 feet to the POINT OF BEGINNING; thence South 87°36'38" East, a distance of 21.73 feet to the point of curve of a non tangent curve to the left, having a radius of 84.15 feet, an arc distance of 12.49 feet, a chord bearing South 13°29'13" East a distance of 12.48 feet.; thence North 87°36'38" West, a distance of 25.14 feet; thence North 02°23'22" East, a distance of 12.00 feet to the POINT OF BEGINNING.

Containing 279 square feet or 0.01 acres, more or less.

Easement Vacation Request 4:

Part of Lot 14 PE Livingston Square Subdivision to the City of Bentonville, Benton County, Arkansas per the plat of said subdivision filed for record at file L201851655 in the Office of the Circuit Clerk and Ex-Officio Recorder for Benton County, Arkansas, being more particularly described as follows:

Commencing at the Southwest Corner of Lot 13 of said PE Livingston Square Subdivision, thence North 29°33'17" East, a distance of 96.37 feet to the POINT OF BEGINNING; thence North 02°23'22" East, a distance of 20.00 feet; thence South 87°36'48" East, a distance of 12.00 feet; thence South 02°23'22" West, a distance of 20.00 feet; thence North 87°36'50" West, a distance of 12.00 feet to the POINT OF BEGINNING.

Containing 240 square feet or 0.01 acres, more or less.

Easement Vacation Request 5:

Part of Lot 15 PE Livingston Square Subdivision to the City of Bentonville, Benton County, Arkansas per the plat of said subdivision filed for record at file L201851655 in the Office of the Circuit Clerk and Ex-Officio Recorder for Benton County, Arkansas, being more particularly described as follows:

Commencing at the Southwest Corner of Lot 13 of said PE Livingston Square Subdivision, thence North 48°07'59" East, a distance of 122.87 feet to the POINT OF BEGINNING; thence North 02°23'22" East, a distance of 20.00 feet; thence South 87°36'48" East, a distance of 12.00 feet; thence South 02°23'22" West, a distance of 20.00 feet; thence North 87°36'48" West, a distance of 12.00 feet to the POINT OF BEGINNING.

Containing 240 square feet or 0.01 acres, more or less.

Easement Vacation Request 6:

Part of Lot 16 PE Livingston Square Subdivision to the City of Bentonville, Benton County, Arkansas per the plat of said subdivision filed for record at file L201851655 in the Office of the Circuit Clerk and Ex-Officio Recorder for Benton County, Arkansas, being more particularly described as follows:

Commencing at the Southwest Corner of Lot 13 of said PE Livingston Square Subdivision, thence North 59°22'53" East, a distance of 157.41 feet to the POINT OF BEGINNING; thence North 02°23'22" East, a distance of 20.00 feet; thence South 87°36'48" East, a distance of 12.00 feet; thence South 02°23'22" West, a distance of 20.00 feet; thence North 87°36'48" West, a distance of 12.00 feet to the POINT OF BEGINNING.

Containing 240 square feet or 0.01 acres, more or less.

Easement Vacation Request 7:

Part of Lot 17 PE Livingston Square Subdivision to the City of Bentonville, Benton County, Arkansas per the plat of said subdivision filed for record at file L201851655 in the Office of the Circuit Clerk and Ex-Officio Recorder for Benton County, Arkansas, being more particularly described as follows:

Commencing at the Southwest Corner of Lot 13 of said PE Livingston Square Subdivision, thence North 66°24'48" East, a distance of 195.78 feet to the POINT OF BEGINNING; thence North 02°23'22" East, a distance of 20.00 feet; thence South 87°36'50" East, a distance of 12.00 feet; thence South 02°23'22" West, a distance of 20.00 feet; thence North 87°36'48" West, a distance of 12.00 feet to the POINT OF BEGINNING.

Containing 240 square feet or 0.01 acres, more or less.

Easement Vacation Request 8:

Part of Lot 18 PE Livingston Square Subdivision to the City of Bentonville, Benton County, Arkansas per the plat of said subdivision filed for record at file L201851655 in the Office of the Circuit Clerk and Ex-Officio Recorder for Benton County, Arkansas, being more particularly described as follows:

Commencing at the Southwest Corner of Lot 13 of said PE Livingston Square Subdivision, thence North 71°05'14" East, a distance of 236.13 feet to the POINT OF BEGINNING; thence North 02°23'22" East, a distance of 20.01 feet to the point of curve of a non tangent curve to the left, having a radius of 85.00 feet, an arc distance of 12.08 feet, a chord bearing North 86°17'46" East a distance of 12.07 feet.; thence South 02°23'22" West, a distance of 20.26 feet to the point of curve of a non tangent curve to the right, having a radius of 105.00 feet, an arc distance of 12.05 feet, a chord bearing South 87°27'51" West a distance of 12.04 feet. to the POINT OF BEGINNING.

Containing 241 square feet or 0.01 acres, more or less.

Easement Vacation Request 9:

Part of Lot 27 PE Livingston Square Subdivision to the City of Bentonville, Benton County, Arkansas per the plat of said subdivision filed for record at file L201851655 in the Office of the Circuit Clerk and Ex-Officio Recorder for Benton County, Arkansas, being more particularly described as follows:

Commencing at the Southwest Corner of Lot 26 of said PE Livingston Square Subdivision, thence North 58°41'57" East, a distance of 90.14 feet to the POINT OF BEGINNING; thence North 02°23'22" East, a distance of 12.00 feet; thence South 87°36'38" East, a distance of 20.00 feet; thence South 02°23'22" West, a distance of 12.00 feet; thence North 87°36'38" West, a distance of 20.00 feet to the POINT OF BEGINNING.

Containing 240 square feet or 0.01 acres, more or less.

Easement Vacation Request 10:

Part of Lot 28 PE Livingston Square Subdivision to the City of Bentonville, Benton County, Arkansas per the plat of said subdivision filed for record at file L201851655 in the Office of the Circuit Clerk and Ex-Officio Recorder for Benton County, Arkansas, being more particularly described as follows:

Commencing at the Southwest Corner of Lot 26 of said PE Livingston Square Subdivision, thence North 41°34'37" East, a distance of 118.70 feet to the POINT OF BEGINNING; thence North 02°23'22" East, a distance of 12.00 feet; thence South 87°36'38" East, a distance of 20.00 feet; thence South 02°23'22" West, a distance of 12.00 feet; thence North 87°36'38" West, a distance of 20.00 feet to the POINT OF BEGINNING.

Containing 240 square feet or 0.01 acres, more or less.

Easement Vacation Request 11:

Part of Lot 29 PE Livingston Square Subdivision to the City of Bentonville, Benton County, Arkansas per the plat of said subdivision filed for record at file L201851655 in the Office of the Circuit Clerk and Ex-Officio Recorder for Benton County, Arkansas, being more particularly described as follows:

Commencing at the Southwest Corner of Lot 26 of said PE Livingston Square Subdivision, thence North 31°37'31" East, a distance of 153.56 feet to the POINT OF BEGINNING; thence North 02°23'22" East, a distance of 12.00 feet; thence South 87°36'38" East, a distance of 20.00 feet; thence South 02°23'22" West, a distance of 12.00 feet; thence North 87°36'38" West, a distance of 20.00 feet to the POINT OF BEGINNING.

Containing 240 square feet or 0.01 acres, more or less.

Easement Vacation Request 12:

Part of Lot 30 PE Livingston Square Subdivision to the City of Bentonville, Benton County, Arkansas per the plat of said subdivision filed for record at file L201851655 in the Office of the Circuit Clerk and Ex-Officio Recorder for Benton County, Arkansas, being more particularly described as follows:

Commencing at the Southwest Corner of Lot 26 of said PE Livingston Square Subdivision, thence North 25°28'12" East, a distance of 191.31 feet to the POINT OF BEGINNING; thence

North 02°23'22" East, a distance of 12.00 feet; thence South 87°36'38" East, a distance of 20.00 feet; thence South 02°23'22" West, a distance of 12.00 feet; thence North 87°36'38" West, a distance of 20.00 feet to the POINT OF BEGINNING.

Containing 240 square feet or 0.01 acres, more or less.

Easement Vacation Request 13:

Part of Lot 31 PE Livingston Square Subdivision to the City of Bentonville, Benton County, Arkansas per the plat of said subdivision filed for record at file L201851655 in the Office of the Circuit Clerk and Ex-Officio Recorder for Benton County, Arkansas, being more particularly described as follows:

Commencing at the Southwest Corner of Lot 26 of said PE Livingston Square Subdivision, thence North 21°22'28" East, a distance of 230.54 feet to the POINT OF BEGINNING; thence North 02°23'22" East, a distance of 12.00 feet; thence South 87°36'38" East, a distance of 20.00 feet; thence South 02°23'22" West, a distance of 12.00 feet; thence North 87°36'38" West, a distance of 20.00 feet to the POINT OF BEGINNING.

Containing 240 square feet or 0.01 acres, more or less.

Easement Vacation Request 14:

Part of Lot 32 PE Livingston Square Subdivision to the City of Bentonville, Benton County, Arkansas per the plat of said subdivision filed for record at file L201851655 in the Office of the Circuit Clerk and Ex-Officio Recorder for Benton County, Arkansas, being more particularly described as follows:

Commencing at the Southwest Corner of Lot 26 of said PE Livingston Square Subdivision, thence North 18°28'49" East, a distance of 270.60 feet to the POINT OF BEGINNING; thence North 02°23'22" East, a distance of 12.00 feet; thence South 87°36'38" East, a distance of 20.00 feet; thence South 02°23'22" West, a distance of 12.00 feet; thence North 87°36'38" West, a distance of 20.00 feet to the POINT OF BEGINNING.

Containing 240 square feet or 0.01 acres, more or less.

Easement Vacation Request 15:

Part of Lot 33 PE Livingston Square Subdivision to the City of Bentonville, Benton County, Arkansas per the plat of said subdivision filed for record at file L201851655 in the Office of the Circuit Clerk and Ex-Officio Recorder for Benton County, Arkansas, being more particularly described as follows:

Commencing at the Southwest Corner of Lot 26 of said PE Livingston Square Subdivision, thence North 14°31'22" East, a distance of 308.90 feet to the POINT OF BEGINNING; thence North 02°23'22" East, a distance of 20.00 feet; thence South 87°36'38" East, a distance of 30.07

feet; thence South 02°23'22" West, a distance of 20.00 feet; thence North 87°36'38" West, a distance of 30.07 feet to the POINT OF BEGINNING.

Containing 752 square feet or 0.02 acres, more or less.

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 utility easements designated as follows:

Easement Vacation Request 1:

Part of Lot 9 PE Livingston Square Subdivision to the City of Bentonville, Benton County, Arkansas per the plat of said subdivision filed for record at file L201851655 in the Office of the Circuit Clerk and Ex-Officio Recorder for Benton County, Arkansas, being more particularly described as follows:

Commencing at the Northwest Corner of Lot 8 of said PE Livingston Square Subdivision, thence South 56°29'26" East, a distance of 85.13 feet to the POINT OF BEGINNING; thence South 87°36'38" East, a distance of 20.00 feet; thence South 02°23'22" West, a distance of 12.00 feet; thence North 87°36'38" West, a distance of 20.00 feet; thence North 02°23'22" East, a distance of 12.00 feet to the POINT OF BEGINNING.

Containing 240 square feet or 0.01 acres, more or less.

Easement Vacation Request 2:

Part of Lot 10 PE Livingston Square Subdivision to the City of Bentonville, Benton County, Arkansas per the plat of said subdivision filed for record at file L201851655 in the Office of the Circuit Clerk and Ex-Officio Recorder for Benton County, Arkansas, being more particularly described as follows:

Commencing at the Northwest Corner of Lot 8 of said PE Livingston Square Subdivision, thence South 37°14'32" East, a distance of 114.26 feet to the POINT OF BEGINNING; thence South 87°36'38" East, a distance of 20.00 feet; thence South 02°23'22" West, a distance of 12.00 feet; thence North 87°36'38" West, a distance of 20.00 feet; thence North 02°23'22" East, a distance of 12.00 feet to the POINT OF BEGINNING.

Containing 240 square feet or 0.01 acres, more or less.

Easement Vacation Request 3:

Part of Lot 11 PE Livingston Square Subdivision to the City of Bentonville, Benton County, Arkansas per the plat of said subdivision filed for record at file L201851655 in the Office of the Circuit Clerk and Ex-Officio Recorder for Benton County, Arkansas, being more particularly described as follows:

Commencing at the Northwest Corner of Lot 8 of said PE Livingston Square Subdivision, thence South 26°30'54" East, a distance of 150.78 feet to the POINT OF BEGINNING; thence South 87°36'38" East, a distance of 21.73 feet to the point of curve of a non tangent curve to the left, having a radius of 84.15 feet, an arc distance of 12.49 feet, a chord bearing South 13°29'13" East a distance of 12.48 feet.; thence North 87°36'38" West, a distance of 25.14 feet; thence North 02°23'22" East, a distance of 12.00 feet to the POINT OF BEGINNING.

Containing 279 square feet or 0.01 acres, more or less.

Easement Vacation Request 4:

Part of Lot 14 PE Livingston Square Subdivision to the City of Bentonville, Benton County, Arkansas per the plat of said subdivision filed for record at file L201851655 in the Office of the Circuit Clerk and Ex-Officio Recorder for Benton County, Arkansas, being more particularly described as follows:

Commencing at the Southwest Corner of Lot 13 of said PE Livingston Square Subdivision, thence North 29°33'17" East, a distance of 96.37 feet to the POINT OF BEGINNING; thence North 02°23'22" East, a distance of 20.00 feet; thence South 87°36'48" East, a distance of 12.00 feet; thence South 02°23'22" West, a distance of 20.00 feet; thence North 87°36'50" West, a distance of 12.00 feet to the POINT OF BEGINNING.

Containing 240 square feet or 0.01 acres, more or less.

Easement Vacation Request 5:

Part of Lot 15 PE Livingston Square Subdivision to the City of Bentonville, Benton County, Arkansas per the plat of said subdivision filed for record at file L201851655 in the Office of the Circuit Clerk and Ex-Officio Recorder for Benton County, Arkansas, being more particularly described as follows:

Commencing at the Southwest Corner of Lot 13 of said PE Livingston Square Subdivision, thence North 48°07'59" East, a distance of 122.87 feet to the POINT OF BEGINNING; thence North 02°23'22" East, a distance of 20.00 feet; thence South 87°36'48" East, a distance of 12.00 feet; thence South 02°23'22" West, a distance of 20.00 feet; thence North 87°36'48" West, a distance of 12.00 feet to the POINT OF BEGINNING.

Containing 240 square feet or 0.01 acres, more or less.

Easement Vacation Request 6:

Part of Lot 16 PE Livingston Square Subdivision to the City of Bentonville, Benton County, Arkansas per the plat of said subdivision filed for record at file L201851655 in the Office of the Circuit Clerk and Ex-Officio Recorder for Benton County, Arkansas, being more particularly described as follows:

Commencing at the Southwest Corner of Lot 13 of said PE Livingston Square Subdivision, thence North 59°22'53" East, a distance of 157.41 feet to the POINT OF BEGINNING; thence North 02°23'22" East, a distance of 20.00 feet; thence South 87°36'48" East, a distance of 12.00 feet; thence South 02°23'22" West, a distance of 20.00 feet; thence North 87°36'48" West, a distance of 12.00 feet to the POINT OF BEGINNING.

Containing 240 square feet or 0.01 acres, more or less.

Easement Vacation Request 7:

Part of Lot 17 PE Livingston Square Subdivision to the City of Bentonville, Benton County, Arkansas per the plat of said subdivision filed for record at file L201851655 in the Office of the Circuit Clerk and Ex-Officio Recorder for Benton County, Arkansas, being more particularly described as follows:

Commencing at the Southwest Corner of Lot 13 of said PE Livingston Square Subdivision, thence North 66°24'48" East, a distance of 195.78 feet to the POINT OF BEGINNING; thence North 02°23'22" East, a distance of 20.00 feet; thence South 87°36'50" East, a distance of 12.00 feet; thence South 02°23'22" West, a distance of 20.00 feet; thence North 87°36'48" West, a distance of 12.00 feet to the POINT OF BEGINNING.

Containing 240 square feet or 0.01 acres, more or less.

Easement Vacation Request 8:

Part of Lot 18 PE Livingston Square Subdivision to the City of Bentonville, Benton County, Arkansas per the plat of said subdivision filed for record at file L201851655 in the Office of the Circuit Clerk and Ex-Officio Recorder for Benton County, Arkansas, being more particularly described as follows:

Commencing at the Southwest Corner of Lot 13 of said PE Livingston Square Subdivision, thence North 71°05'14" East, a distance of 236.13 feet to the POINT OF BEGINNING; thence North 02°23'22" East, a distance of 20.01 feet to the point of curve of a non tangent curve to the left, having a radius of 85.00 feet, an arc distance of 12.08 feet, a chord bearing North 86°17'46" East a distance of 12.07 feet.; thence South 02°23'22" West, a distance of 20.26 feet to the point of curve of a non tangent curve to the right, having a radius of 105.00 feet, an arc distance of 12.05 feet, a chord bearing South 87°27'51" West a distance of 12.04 feet. to the POINT OF BEGINNING.

Containing 241 square feet or 0.01 acres, more or less.

Easement Vacation Request 9:

Part of Lot 27 PE Livingston Square Subdivision to the City of Bentonville, Benton County, Arkansas per the plat of said subdivision filed for record at file L201851655 in the Office of the Circuit Clerk and Ex-Officio Recorder for Benton County, Arkansas, being more particularly described as follows:

Commencing at the Southwest Corner of Lot 26 of said PE Livingston Square Subdivision, thence North 58°41'57" East, a distance of 90.14 feet to the POINT OF BEGINNING; thence North 02°23'22" East, a distance of 12.00 feet; thence South 87°36'38" East, a distance of 20.00 feet; thence South 02°23'22" West, a distance of 12.00 feet; thence North 87°36'38" West, a distance of 20.00 feet to the POINT OF BEGINNING.

Containing 240 square feet or 0.01 acres, more or less.

Easement Vacation Request 10:

Part of Lot 28 PE Livingston Square Subdivision to the City of Bentonville, Benton County, Arkansas per the plat of said subdivision filed for record at file L201851655 in the Office of the Circuit Clerk and Ex-Officio Recorder for Benton County, Arkansas, being more particularly described as follows:

Commencing at the Southwest Corner of Lot 26 of said PE Livingston Square Subdivision, thence North 41°34'37" East, a distance of 118.70 feet to the POINT OF BEGINNING; thence North 02°23'22" East, a distance of 12.00 feet; thence South 87°36'38" East, a distance of 20.00 feet; thence South 02°23'22" West, a distance of 12.00 feet; thence North 87°36'38" West, a distance of 20.00 feet to the POINT OF BEGINNING.

Containing 240 square feet or 0.01 acres, more or less.

Easement Vacation Request 11:

Part of Lot 29 PE Livingston Square Subdivision to the City of Bentonville, Benton County, Arkansas per the plat of said subdivision filed for record at file L201851655 in the Office of the Circuit Clerk and Ex-Officio Recorder for Benton County, Arkansas, being more particularly described as follows:

Commencing at the Southwest Corner of Lot 26 of said PE Livingston Square Subdivision, thence North 31°37'31" East, a distance of 153.56 feet to the POINT OF BEGINNING; thence North 02°23'22" East, a distance of 12.00 feet; thence South 87°36'38" East, a distance of 20.00 feet; thence South 02°23'22" West, a distance of 12.00 feet; thence North 87°36'38" West, a distance of 20.00 feet to the POINT OF BEGINNING.

Containing 240 square feet or 0.01 acres, more or less.

Easement Vacation Request 12:

Part of Lot 30 PE Livingston Square Subdivision to the City of Bentonville, Benton County, Arkansas per the plat of said subdivision filed for record at file L201851655 in the Office of the Circuit Clerk and Ex-Officio Recorder for Benton County, Arkansas, being more particularly described as follows:

Commencing at the Southwest Corner of Lot 26 of said PE Livingston Square Subdivision, thence North 25°28'12" East, a distance of 191.31 feet to the POINT OF BEGINNING; thence North 02°23'22" East, a distance of 12.00 feet; thence South 87°36'38" East, a distance of 20.00 feet; thence South 02°23'22" West, a distance of 12.00 feet; thence North 87°36'38" West, a distance of 20.00 feet to the POINT OF BEGINNING.

Containing 240 square feet or 0.01 acres, more or less.

Easement Vacation Request 13:

Part of Lot 31 PE Livingston Square Subdivision to the City of Bentonville, Benton County, Arkansas per the plat of said subdivision filed for record at file L201851655 in the Office of the Circuit Clerk and Ex-Officio Recorder for Benton County, Arkansas, being more particularly described as follows:

Commencing at the Southwest Corner of Lot 26 of said PE Livingston Square Subdivision, thence North 21°22'28" East, a distance of 230.54 feet to the POINT OF BEGINNING; thence North 02°23'22" East, a distance of 12.00 feet; thence South 87°36'38" East, a distance of 20.00 feet; thence South 02°23'22" West, a distance of 12.00 feet; thence North 87°36'38" West, a distance of 20.00 feet to the POINT OF BEGINNING.

Containing 240 square feet or 0.01 acres, more or less.

Easement Vacation Request 14:

Part of Lot 32 PE Livingston Square Subdivision to the City of Bentonville, Benton County, Arkansas per the plat of said subdivision filed for record at file L201851655 in the Office of the Circuit Clerk and Ex-Officio Recorder for Benton County, Arkansas, being more particularly described as follows:

Commencing at the Southwest Corner of Lot 26 of said PE Livingston Square Subdivision, thence North 18°28'49" East, a distance of 270.60 feet to the POINT OF BEGINNING; thence North 02°23'22" East, a distance of 12.00 feet; thence South 87°36'38" East, a distance of 20.00 feet; thence South 02°23'22" West, a distance of 12.00 feet; thence North 87°36'38" West, a distance of 20.00 feet to the POINT OF BEGINNING.

Containing 240 square feet or 0.01 acres, more or less.

Easement Vacation Request 15:

Part of Lot 33 PE Livingston Square Subdivision to the City of Bentonville, Benton County,

Arkansas per the plat of said subdivision filed for record at file L201851655 in the Office of the Circuit Clerk and Ex-Officio Recorder for Benton County, Arkansas, being more particularly described as follows:

Commencing at the Southwest Corner of Lot 26 of said PE Livingston Square Subdivision, thence North 14°31'22" East, a distance of 308.90 feet to the POINT OF BEGINNING; thence North 02°23'22" East, a distance of 20.00 feet; thence South 87°36'38" East, a distance of 30.07 feet; thence South 02°23'22" West, a distance of 20.00 feet; thence North 87°36'38" West, a distance of 30.07 feet to the POINT OF BEGINNING.

Containing 752 square feet or 0.02 acres, more or less.

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.

KIRBY ROMINES, City Clerk and
Recorder for the City of Bentonville,
Arkansas

STEPHANIE ORMAN, Mayor
City of Bentonville, Arkansas



Agenda Item Form

Date of City Council Meeting	10/27/2020
Department	ENGINEERING
Submitted by	TRACY BILLINGS
Phone	(479) 696-0229

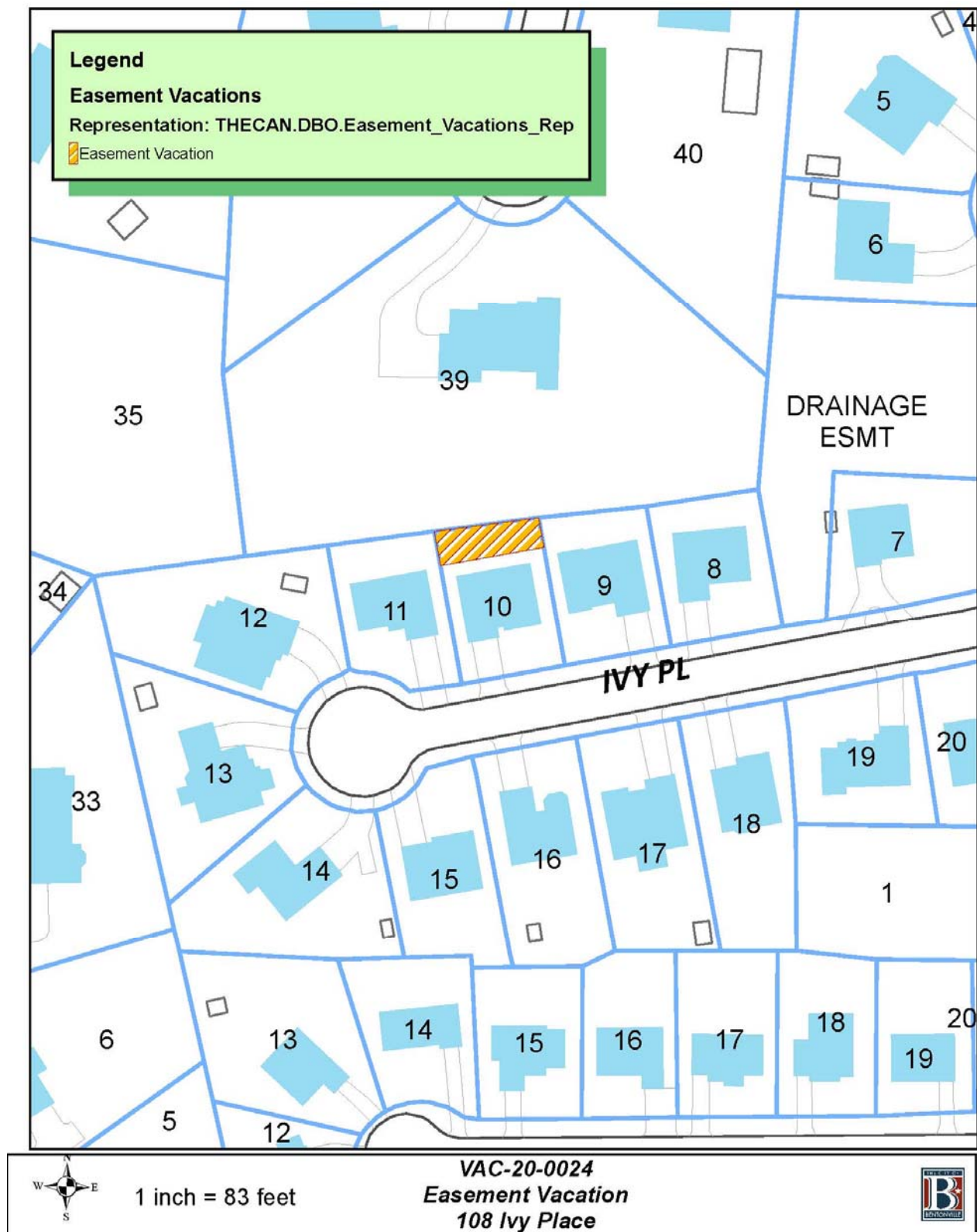
Item Type: Public Hearing and Ordinance					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☒ Ordinance	☐ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Public hearing and ordinance vacating a Utility Easement requested for LOT 10 of Ivy Place Subdivision (VAC20-0024).					

Estimated Cost	\$
Is this Item Budgeted?	☐ Yes ☒ No
If no, please explain how item will be funded (briefly explain in space below):	



117 West Central Avenue, Bentonville, AR 72712
www.bentonvillear.com
PLEASE RECYCLE





ORDINANCE NO _____

AN ORDINANCE VACATING A UTILITY EASEMENT LOCATED AT LOT 10 OF IVY PLACE SUBDIVISION TO THE CITY OF BENTONVILLE, ARKANSAS, BENTON COUNTY ARKANSAS (VAC20-0024).

WHEREAS, a petition was filed with the City Council of the City of Bentonville, Arkansas, by Joseph and Lori Robertson 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 25' easement squarely off the North side of Lot 10 Ivy Place Block 1 Lots 1-35 and as shown on Plat Record Book 17 Page 270 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 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 25' easement squarely off the North side of Lot 10 Ivy Place Block 1 Lots 1-35 and as shown on Plat Record Book 17 Page 270 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.

KIRBY ROMINES, City Clerk and
Recorder for the City of Bentonville,

STEPHANIE ORMAN, Mayor
City of Bentonville, Arkansas



Agenda Item Form

Date of City Council Meeting	10/27/2020
Department	ENGINEERING
Submitted by	TRACY BILLINGS
Phone	(479) 696-0229

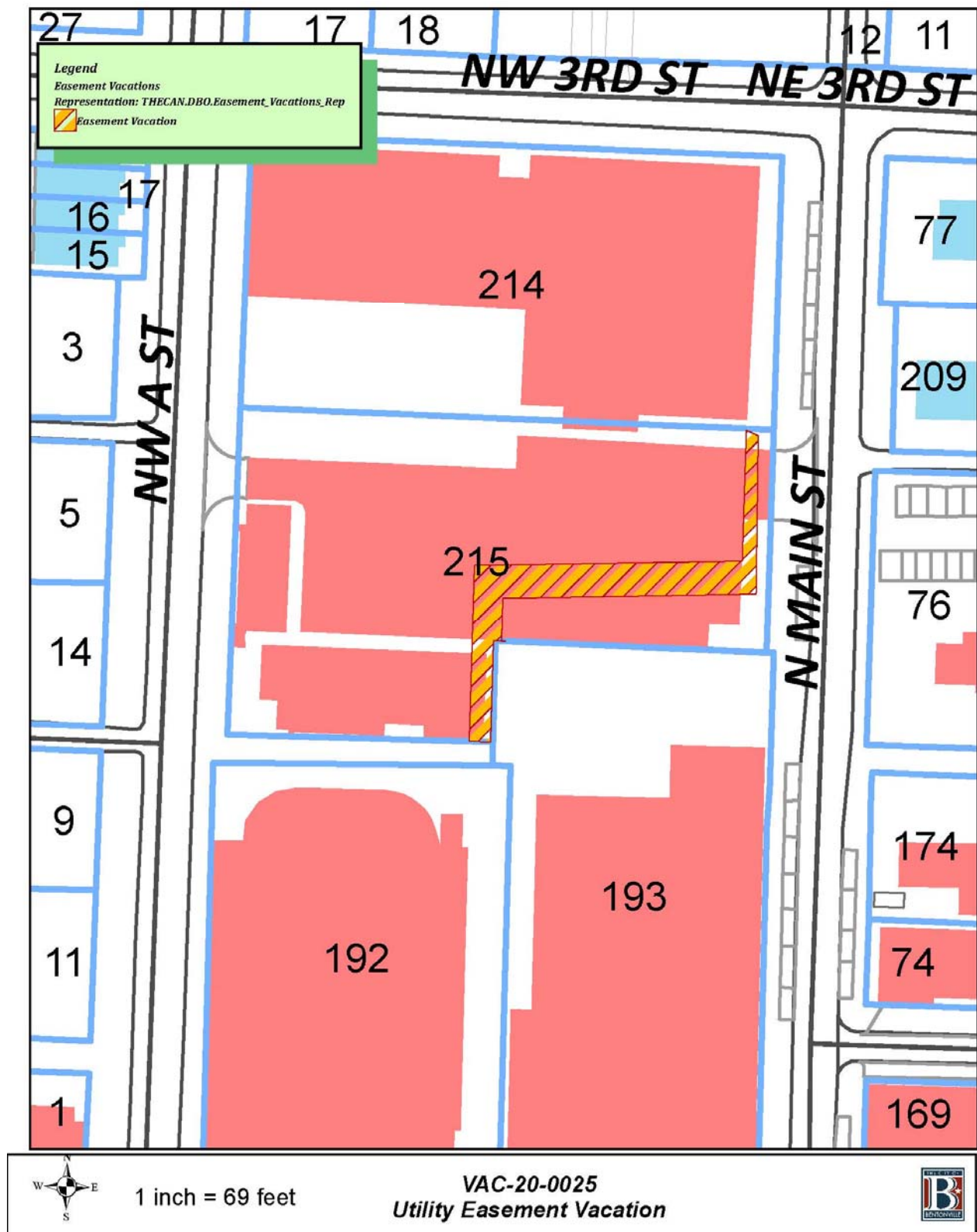
Item Type: Public Hearing & Ordinance					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☒ Ordinance	☐ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Public hearing and ordinance vacating a Utility Easement requested for LOT 215 of the Original Town (VAC20-0025).					

Estimated Cost	\$
Is this Item Budgeted?	☐ Yes ☒ No
If no, please explain how item will be funded (briefly explain in space below):	



117 West Central Avenue, Bentonville, AR 72712
www.bentonvillear.com
PLEASE RECYCLE





ORDINANCE NO _____

AN ORDINANCE VACATING A UTILITY EASEMENT LOCATED AT LOT 215
OF THE ORIGINAL TOWN, TO THE CITY OF BENTONVILLE, ARKANSAS,
BENTON COUNTY ARKANSAS (VAC20-0025).

WHEREAS, a petition was filed with the City Council of the City of Bentonville, Arkansas, by CEI Engineering 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 Sewer Easement to be vacated, being a Part of Lot 215 of the Original Town of Bentonville, Benton County, Arkansas recorded in Instrument #L202022286 being known as, and being described by metes and bounds from an on-the-ground survey based on bearings established using NAD83, performed on 1-27-20 by CEI Engineering Associates, Inc. as follows:

COMMENCING at a found 5/8" Rebar cap 1642, being the Southeast corner of Lot 215 of Bentonville Original, Instrument # L202022286;
THENCE North 87°23'28" West along the South boundary of said Lot 215, a distance of 155.38 feet to the POINT OF BEGINNING;
THENCE North 87°32'28" West, a distance of 7.30 feet to a 5/8-inch rebar being the Northwest corner of Lot 193 of Bentonville Original;
THENCE leaving said South boundary line and along the West boundary line of said Lot 193, South 01°40'50" West, a distance of 60.84 feet;
THENCE North 88°19'10" West, a distance of 12.70 feet;
THENCE North 01°40'50" East, a distance of 105.83 feet;
THENCE North 89°03'37" East, a distance of 160.71 feet;
THENCE North 01°45'45" East, a distance of 78.33 feet;
THENCE South 65°58'21" East, a distance of 7.75 feet;
THENCE South 00°44'58" West, a distance of 94.97;
THENCE South 89°03'37" West a distance of 152.00 feet;
THENCE South 01°40'50" West a distance of 26.00 feet to the POINT OF BEGINNING;
containing 5,386 square feet or 0.12 acres, more or less.

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 Sewer Easement to be vacated, being a Part of Lot 215 of the Original Town of Bentonville, Benton County, Arkansas recorded in Instrument #L202022286 being known as, and being described by metes and bounds from an on-the-ground survey based on bearings established using NAD83, performed on 1-27-20 by CEI Engineering Associates, Inc. as follows:

COMMENCING at a found 5/8" Rebar cap 1642, being the Southeast corner of Lot 215 of Bentonville Original, Instrument # L202022286;
THENCE North 87°23'28" West along the South boundary of said Lot 215, a distance of 155.38 feet to the POINT OF BEGINNING;
THENCE North 87°32'28" West, a distance of 7.30 feet to a 5/8-inch rebar being the Northwest corner of Lot 193 of Bentonville Original;
THENCE leaving said South boundary line and along the West boundary line of said Lot 193, South 01°40'50" West, a distance of 60.84 feet;
THENCE North 88°19'10" West, a distance of 12.70 feet;
THENCE North 01°40'50" East, a distance of 105.83 feet;
THENCE North 89°03'37" East, a distance of 160.71 feet;
THENCE North 01°45'45" East, a distance of 78.33 feet;
THENCE South 65°58'21" East, a distance of 7.75 feet;
THENCE South 00°44'58" West, a distance of 94.97;
THENCE South 89°03'37" West a distance of 152.00 feet;
THENCE South 01°40'50" West a distance of 26.00 feet to the POINT OF BEGINNING;
containing 5,386 square feet or 0.12 acres, more or less.

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.

KIRBY ROMINES, City Clerk and
Recorder for the City of Bentonville,
Arkansas

STEPHANIE ORMAN, Mayor
City of Bentonville, Arkansas



Agenda Item Form

Date of City Council Meeting	10/27/2020
Department	ENGINEERING
Submitted by	TRACY BILLINGS
Phone	(479) 696-0229

Item Type: Resolution to set public hearing					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☒ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Resolution setting a public hearing for November 10, 2020 for a Utility Easement Vacation requested for LOT 21 of Creekstone Subdivision (VAC20-0026).					

Estimated Cost	\$
Is this Item Budgeted?	☐ Yes ☒ No
If no, please explain how item will be funded (briefly explain in space below):	



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 Doug McCash requesting a utility easement vacation (VAC20-0026) within the City of Bentonville, Arkansas be vacated, which said utility easement is described as follows:

PART OF A 10 FOOT UTILITY EASEMENT ALONG THE NORTH LINE OF LOT 21 OF CREEKSTONE SUBDIVISION, PHASE 1, TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS AS RECORDED IN PLAT BOOK 2002 AT PAGE 52. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SE CORNER OF SAID LOT 21; THENCE N81°25'35"W 10.45 FEET; THENCE N08°17'06"W 76.84 FEET TO THE POINT OF BEGINNING; THENCE N58°01'13"W 90.70 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADUIS OF 210.00 FEET, AN ARC LENGTH OF 3.03 FEET AND A CHORD BEARING AND DISTANCE OF N40°26'21"E 3.03 FEET; THENCE S58°01'13"E 87.71 FEET; THENCE S08°17'06"E 3.93 FEET TO THE POINT OF BEGINNING. CONTAINING 268 SQUARE FEET, MORE OR LESS.

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 close the above described utility easement is set for a hearing on November 10, 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.

Kirby Romines, City Clerk
Bentonville, Arkansas

Stephanie Orman, Mayor
City of Bentonville, Arkansas



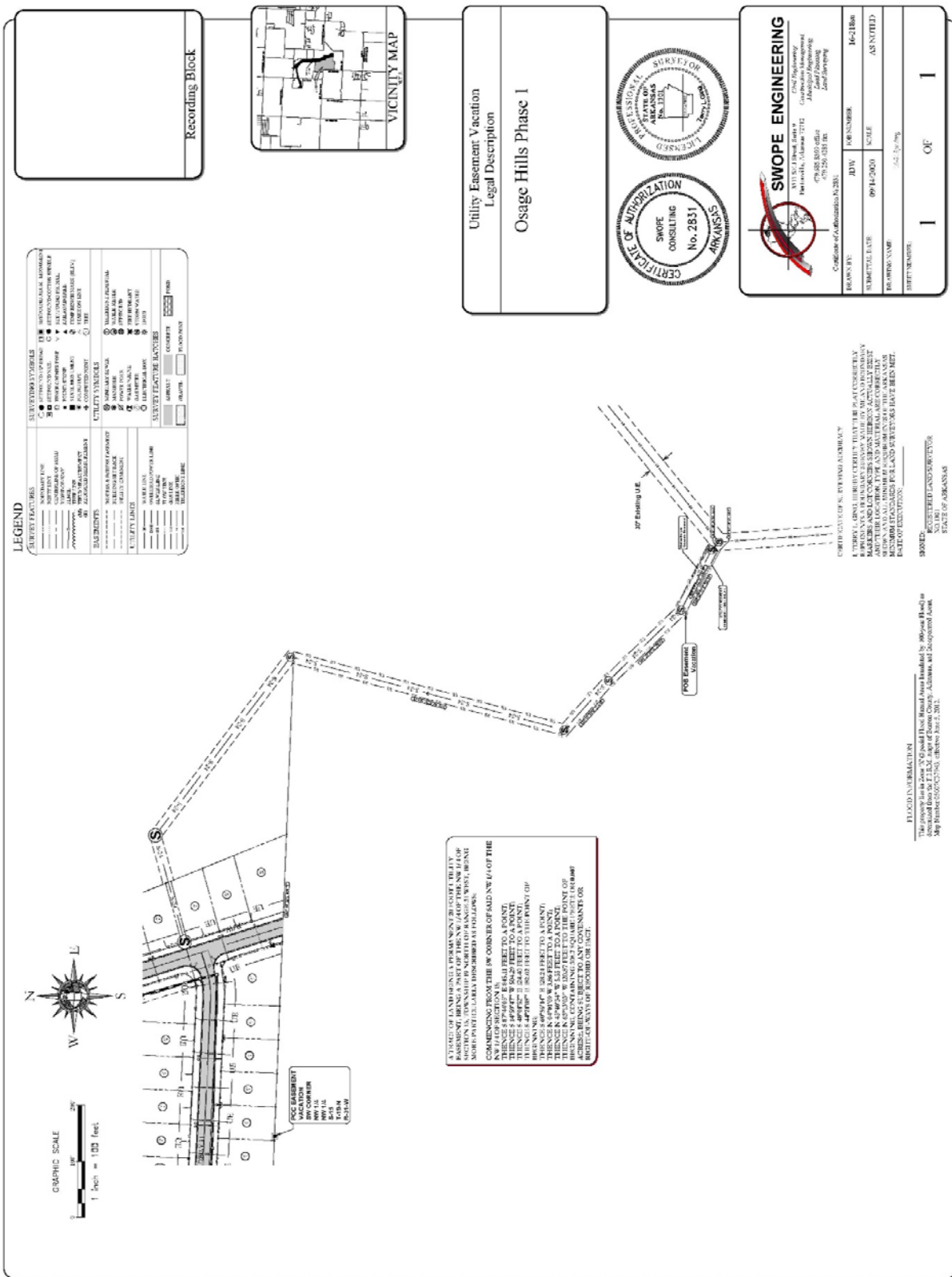
Agenda Item Form

Date of City Council Meeting	10/27/2020
Department	ENGINEERING
Submitted by	TRACY BILLINGS
Phone	(479) 696-0229

Item Type: Resolution to set public hearing					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☒ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Resolution setting a public hearing for November 10, 2020 for a Utility Easement Vacation requested for East end of SW Opal Road (VAC20-0027).					

Estimated Cost	\$
Is this Item Budgeted?	☐ Yes ☒ No
If no, please explain how item will be funded (briefly explain in space below):	





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 Swope Engineering requesting a utility easement vacation (VAC20-0027) within the City of Bentonville, Arkansas be vacated, which said utility easement is described as follows:

A TRACT OF LAND BEING A PERMANENT 20 FOOT UTILITY EASEMENT, BEING A PART OF THE NW 1/4 OF THE NW 1/4 OF SECTION 15, TOWNSHIP 19 NORTH OF RANGE 31 WEST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE SW CORNER OF SAID NW 1/4 OF THE NW 1/4 OF SECTION 15;
THENCE S 87°44'05" E 845.11 FEET TO A POINT;
THENCE S 14°59'47" W 504.29 FEET TO A POINT;
THENCE S 48°01'52" E 124.40 FEET TO A POINT;
THENCE S 44°21'08" E 182.02 FEET TO THE POINT OF BEGINNING;

THENCE S 60°59'14" E 128.24 FEET TO A POINT;
THENCE N 04°01'09" W 3.86 FEET TO A POINT;
THENCE N 45°40'34" W 5.55 FEET TO A POINT;
THENCE N 63°13'03" W 120.87 FEET TO THE POINT OF BEGINNING, CONTAINING 308.7 SQUARE FEET± OR 0.007 ACRES±, BEING SUBJECT TO ANY COVENANTS OR RIGHT-OF-WAYS OF RECORD OR FACT.

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 close the above described utility easement is set for a hearing on November 10, 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.

Kirby Romines, City Clerk
Bentonville, Arkansas

Stephanie Orman, Mayor
City of Bentonville, Arkansas



Agenda Item Form

Date of City Council Meeting	10/27/2020
Department	Transportation
Submitted by	Dennis Birge
Phone	(479) 271-5964

Item Type: (Check All That Apply)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☒ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Resolution authorizing the Mayor to enter into an agreement with OR Colan to provide professional services for property acquisition of public improvements required for the development of the Walmart Global Home Office project in the amount of \$88,775.00.					

Estimated Cost	\$88,775.00
Is this Item Budgeted?	☐ Yes ☒ No
If no, please explain how item will be funded (briefly explain in space below):	
Addendum 3 to the Master Development Agreement (Resolution 9-22-20 G), helps to explain the reimbursement process.	



117 West Central Avenue, Bentonville, AR 72712
www.bentonvillear.com
PLEASE RECYCLE



Memorandum



To: City Council, Mayor Orman

From: Dennis Birge, Transportation Director

Date: October 14th, 2020

Re: Professional Services Contract for Property Acquisition for the WGHO Project

The Walmart Global Home Office is currently undergoing design and construction activities. With these activities, a Master Development Agreement has been written and approved by City Council. Within the latest addendum to this agreement, City of Bentonville will acquire any Right of Way or Easement for construction of public improvements.

As noted in Addendum 3 (Resolution 9-22-20 G), Walmart will be reimbursing the City of Bentonville for all expenses in acquiring the Right-of-Way and Easements needed for public improvements.

Pursuant to A.C.A. §19-11-800, the City of Bentonville has selected OR Colan Associates, LLC through the selection committee process. OR Colan has submitted to the City a Professional Services Agreement (PSA) in which OR Colan will provide services needed to acquire Right-of-Way and Easements. The cost of this PSA is \$88,775.00 which 100% will be reimbursed by Walmart.

Staff recommends approval of the PSA as written.

Thank you for your consideration of this request. Please contact me with any questions or comments by email (dbirge@bentonvillear.com) or phone (479-271-5964).

AGREEMENT FOR PROFESSIONAL SERVICES

Global Campus Acquisition Benton County

PREAMBLE

THIS AGREEMENT, entered into this ____ day of _____, 2020 ("Effective Date"), by and between the City of Bentonville, Arkansas, a municipal corporation organized pursuant to the laws of the state of Arkansas ("City" or "Owner"), and O. R. Colan Associates, LLC ("Consultant"), a corporation existing under the laws of the State of Florida, with principal offices at 7005 Shannon Willow Road, Suite 100, Charlotte, NC 28226.

WITNESSETH:

WHEREAS, the City is planning to acquire right of way for 14 parcels for the roadway improvements and,

WHEREAS, the City's forces are fully employed on other urgent work that prevents their early assignment to the aforementioned work; and,

WHEREAS, the Consultant's staff is adequate and well qualified, and it has been determined that Consultant's current workload will permit completion of the Project on schedule.

NOW THEREFORE, it is considered to be in the best public interest for the City to obtain the assistance of the Consultant's organization in connection with professional services. In consideration of the faithful performance of each party of the mutual covenants and agreements set forth hereinafter, it is mutually agreed as follows:

1. PRELIMINARY MATTERS

- 1.1. "Consultant's Representative" shall be Donna Roche, until written notice is provided to the Owner designating a new representative.
- 1.2. "Contract Ceiling Price." The Contract Ceiling Price for this Agreement is **\$88,775.00**. The Contract Ceiling Price is the maximum aggregate amount of all payments that the City may become obligated to make under this Agreement. In no event, unless modified in writing by both parties and prior approved by the City Council if required, shall total payments by the City under this Agreement exceed the Contract Ceiling Price. The Consultant shall not be entitled to receive adjustment, reimbursement, or payment for, nor shall the City, its officers, agents, employees, or representatives, incur any liability for, any invoice, fee, or cost exceeding the Contract Ceiling Price.
- 1.3. "Transportation Director" means the Manager of the Transportation Division of the City of Bentonville.
- 1.4. "Fee." As used herein, the term means the specific rates of compensation set forth in the schedule in Subsection 3.1.1. The Fee includes compensation for all cost and profit. There shall be no reimbursement of costs incurred by the Consultant in the performance of this Agreement.
- 1.5. "Default" means the failure of the Consultant to perform any of the provisions of this Agreement. *Default includes, but is not limited to, failure to complete phases of the work according to schedule or failure to make progress in the work so as to endanger timely*

performance of this Agreement, failure to pay subcontractors in a timely manner, failure to comply with federal and state laws, and failure to comply with certifications made in or pursuant to this Agreement.

- 1.6. "Owner" means, collectively, the City of Bentonville, Arkansas.

2. TYPE OF AGREEMENT

- 2.1. This Agreement is a specific rate of compensation contract. The Consultant is being hired to perform professional services in connection with the Project as set forth herein. In consideration for the professional services rendered by the Consultant, the Owner shall pay to the Consultant a Fee not to exceed the Contract Ceiling Price as set forth above, to be determined according to the labor and activity rates as set forth in Section 3, Fees and Payment. The Fee includes compensation for any cost to be incurred by the Consultant, and the Consultant shall not be reimbursed for costs incurred. The Consultant shall bear the costs and resulting risks of performing this Agreement.

3. FEES AND PAYMENT

- 3.1. *Fee.* The justification for the fees and the use of the specific rate of compensation method of payment is contained in Appendix A, the scope of services, and the description of the Project as provided herein. The Owner shall pay Consultant a Fee not to exceed the Contract Ceiling Price as set forth above and determined by the hourly or other unit rate shown in the following schedule. Partial hours and units shall be pro-rated. Under no circumstances shall Fee payments exceed the Contract Ceiling Price.

3.1.1. SCHEDULE RATES

See Appendix A

- 3.1.2. The foregoing paragraph does not authorize or permit the Consultant to perform services at the overtime rates shown, but only establishes the appropriate rates in the event that the Owner subsequently authorizes overtime. Payment of the Fee at overtime rates is expressly contingent upon the written approval by the Owner *before* the Consultant, its employees, or its agents begin the work for which the overtime rate will be requested. Regardless whether Owner authorizes and pays the overtime rates set forth above, the Consultant shall comply with all state and federal wage and hour laws and regulations.
- 3.2. *Invoices and Partial Payments.* Partial payments of the Fee shall be made as follows, unless modified by the written agreement of both parties:
- 3.2.1. Not more often than once per month, the Consultant shall submit to the Owner, in such form and detail as the Owner may require, an invoice or voucher stating the hourly rates and hours for each category of personnel, the unit rates and units for the activities performed, and the amount of the Fee due for the time period covered by the invoice along with a monthly progress report.
- 3.2.2. Accompanying the invoice, the Consultant shall also submit an estimate of the amount and value of the work accomplished under this Agreement for the period of time covered by the invoice, along with any supporting data required by the Owner. The Consultant shall include in the invoice and estimate only that work which meets the standards of quality established under this Agreement. At a minimum, the supporting data shall include progress reports in the form and number required by the Owner.

3.2.3. Upon approval of the invoice and estimate by the Owner, payment upon properly executed vouchers shall be made to the Consultant, as soon as practicable.

3.3. *Final payment.*

3.3.1. The Consultant shall submit a completion invoice or voucher, designated as such, promptly upon completion of the work, but no later than forty-five (45) days (or longer, as the Owner may approve in writing) after the completion date. Upon approval of the completion invoice or voucher, and upon the Consultant's compliance with all terms of this Agreement, the Owner shall promptly pay any balance of that part of the Fee (if any) earned and approved but not previously paid.

3.3.2. Before final payment under this Agreement, the Consultant and each assignee whose assignment is in effect at the time of final payment shall execute and deliver a release of all claims discharging the Owner, its officers, agents, and employees from all liabilities, obligations, and claims which were known or could reasonably have been known to exist arising out of or under this Agreement.

3.4. *Owner's Right to Withhold Payment.* At any time, the Owner may withhold payment to such extent as it deems necessary as a result of: (1) third party claims arising out of the services of the Consultant and made against the Owner; (2) evidence of fraud, over-billing, or overpayment; (3) inclusion of non-allowable costs; (4) failure to make prompt payments to subcontractors in the time provided by this Agreement; (5) payment requests received including fees for unapproved subcontractors; and/or (6) unsatisfactory performance of services. The withholding of payment under this provision shall in no way relieve the Consultant of its obligation to continue to perform its services under this Agreement.

4. RECORDS & AUDITS

4.1. *Records* includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

4.2. *Examination.* The Consultant shall maintain, and the Owner, and Owner's authorized representatives shall have the right to examine and audit all records and other evidence sufficient to document all work performed, all costs and fees claimed or anticipated to be incurred and earned during the performance of this Agreement, any request for modification or amendment of this Agreement, and any claim or dispute. This right of examination shall also include examination and audit of any records considered, relied upon, or relating to the determination that a specific rate of compensation type of agreement is justified, including any CPA audit. This right of examination shall also include inspection at all reasonable times of the Consultant's offices and facilities, or parts of them, engaged in performing the Agreement.

4.3. *Supporting Data.* If the Consultant has been required to submit data in connection with any action relating to this Agreement, including the negotiation of the Fee, request for an adjustment, or assertion of a claim, the Owner and Owner's authorized representatives, in order to evaluate the accuracy, completeness, and accuracy of the data, shall have the right to examine and audit all of the Consultant's records, including computations and projections, related to;

- Any proposal for the Agreement, subcontract, or modification;
- Discussions conducted on the proposal(s), including those related to negotiating;

- Fees or costs under the Agreement, subcontract, or modification;
 - Performance of the Agreement, subcontract or modification; or,
 - The amount and basis of any claim or dispute.
- 4.4. *Audit.* The Owner and the Owner's authorized representatives, shall have access to and the right to examine any of the Consultant's records involving transactions related to this Agreement or a subcontract hereunder.
- 4.5. *Reports.* If the Consultant is required to furnish cost, funding, or performance reports, the Owner and Owner's authorized representatives shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating (1) the effectiveness of the Consultant's policies and procedures to produce data compatible with the objectives of these reports and (2) the data reported.
- 4.6. *Availability.* The Consultant shall retain and make available at its office at all reasonable times the records, materials, and other evidence described in this Section and Section 27, Disputes and Claims, for examination, audit, or reproduction, until five (5) years after final payment under this Agreement, or for any longer period required by statute or by other clauses of this Agreement. In addition:
- 4.6.1. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be retained and made available for five (5) years after the termination; and,
- 4.6.2. Records relating to any claim or dispute, or to litigation or the settlement of claims arising under or relating to this Agreement shall be retained and made available until after any such claims or litigation, including appeals, are finally resolved.
- 4.7. The Consultant shall insert a clause containing all the terms of this section in all subcontracts under this Agreement.

5. DESCRIPTION OF THE PROJECT

Right of Way services for **fourteen (14)** property(ies) for public improvements in accordance with State laws and regulations and City of Bentonville Right of Way policies and procedures. The general scope for this contract includes, but is not limited to the following:

- 5.1. Title Reports
- 5.2. Appraisal Reports
- 5.3. Waiver Valuation Calculations
- 5.4. Negotiations
- 5.5. Closing Services

6. INFORMATION AND SERVICES TO BE PROVIDED BY CONSULTANT

The general scope for this contract includes the services below. Detailed Information can be found in Appendix E-Project Work Plan.

- 6.1. Title Reports
- 6.2. Market Study for comparable sales
- 6.3. Appraisal Reports, 2nd Appraisals, Updated Appraisals
- 6.4. Preparation of Waiver Valuations for property valuation
- 6.5. Negotiation Services for the acquisition of right of way
- 6.6. Closing by final ownership check and deed recording
- 6.7. Provide condemnation documentation, as required
- 6.8. Maintain Project File through Project Close Out

7. INFORMATION TO BE PROVIDED BY THE OWNER

The general scope for this contract includes the services below. Detailed Information can be found in Appendix E-Project Work Plan.

- 7.1. Provide right of way and construction plans
- 7.2. Provide legal descriptions of the property to be acquired and current ownership and title certificate
- 7.3. Provide timely reviews and approval of submissions
- 7.4. Provide final approval for all payments
- 7.5. Issue warrants for payment of all claims

8. TITLE II SERVICES TO BE PROVIDED BY CONSULTANT

N/A

9. COORDINATION WITH OWNER

- 9.1. Throughout the Project, the Consultant shall hold conferences as needed in Bentonville, Arkansas, or such other location as designated by the Owner, with representatives of the Owner so that as the Project progresses, the Consultant shall have full benefit of the Owner's knowledge of existing needs and facilities and be consistent with the Owner's current policies and practices. The extent and character of the work to be done by the Consultant shall be subject to the general oversight and approval of the Owner.

10. OFFICE LOCATION FOR REVIEW OF WORK

- 10.1. Review of the work as it progresses and all files and documents produced under this Agreement may be made by representatives of the Owner at the Consultant's Arkansas office located at 6 Halstead Cir, Suite 3, Rogers, AR 72756.

11. ACCESS TO PROPERTY

- 11.1. The Consultant's services to the Owner may require entry upon private property. The Owner will present or mail to private landowners a letter of introduction and explanation, describing the work, which shall be drafted by the Consultant. The Consultant will make reasonable attempts to notify resident landowners who are obvious and present when the Consultant is in the field. The Consultant is not expected to provide detailed contact with individual landowners. The Consultant is not expected to obtain entry by means other than the consent of the landowner. If the Consultant is denied entry to private property by the landowner, the Consultant will not enter the property. If denied entry to the property, the Consultant shall notify the Owner and advise the Owner of an alternate evaluation method if one is feasible. The Owner shall decide on the course of action to obtain access to the property.

12. DELIVERABLES

Consultant shall provide Right of Way Services for **fourteen (14)** real estate property(ies) for Public Improvements in or around Walmart Inc., Global Home Office Project, as shown on the Right of Way Map provided.

- 12.1. **TITLE REPORTS:**
- 12.2. **WAIVER VALUATION CALCULATIONS:** Consultant will complete a market study to determine current land value and calculate the fair market value for the parcel assigned.
- 12.3. **APPRAISAL REPORTS:**
- 12.4. **NEGOTIATIONS:** Consultant shall provide document preparation and negotiation services for each parcel by personal contact when possible. Owners not located in project area will be contacted by certified mail or overnight delivery.
- 12.5. **CLOSING:** Consultant shall provide closing services for each parcel.
- 12.6. **RECORDING:** Recording of easement for each parcel.
- 12.7. **QUALITY ASSURANCE:** Consultant shall provide quality assurance for each task on each tract to ensure all work is completed in accordance with all policies and procedure of the Owner.
- 12.8. **SAFETY:** Consultant shall provide all services in a safe manner.

13. SUBCONTRACTING

- 13.1. Unless expressly disclosed in Appendix B, the Consultant may not subcontract any of the services to be provided herein without the express written approval of the Owner. All subcontractors, including those listed in Appendix B, shall be bound by the terms of this Agreement. All subcontractors shall be subject to all contractual and legal restrictions concerning payment and determination of allowable costs, and subject to all disclosure and audit provisions contained herein and in any applicable federal or state law.
- 13.2. Unless the consent or approval specifically provides otherwise, neither consent by the Owner to any subcontract nor approval of the Consultant's purchasing system shall

constitute a determination (1) of the acceptability of any subcontract terms or conditions, (2) of the acceptability of any subcontract price or of any amount paid under any subcontract, or (3) to relieve the Consultant of any responsibility, obligation, or duty under this Agreement.

13.3. No subcontract placed under this Agreement shall provide for payment on a cost-plus-a-percentage-of-cost basis.

13.4. *Prompt Payment.* The Consultant shall pay subcontractors for satisfactory performance of their subcontracts within thirty (30) days of receipt of each payment by the Owner to the Consultant. Any retainage payments held by the Consultant must be returned to the subcontractor within thirty (30) days after the subcontractor's work is completed. Failure to comply with this provision shall be considered a Default by the Consultant. If the Consultant fails to comply with this provision, in addition to any other rights or remedies provided under this Agreement, the Owner, at its sole option and discretion, may:

- make payments directly to the subcontractor and offset such payments, along with any administrative costs incurred by the Owner, against reimbursements or payments otherwise due the Consultant;
- notify any sureties;
- withhold any or all reimbursements or payments otherwise due to the Consultant until the Consultant ensures that the subcontractors have been and will be promptly paid for work performed.

13.5. The Consultant shall insert a clause containing all the terms of this section in all subcontracts under this Agreement.

14. RESPONSIBILITY OF THE CONSULTANT

14.1. Notwithstanding any review, approval, acceptance or payment by the Owner, the Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Consultant under this Agreement. The Consultant shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services.

14.2. The Consultant shall demonstrate to the Owner's Representative the presence and implementation of quality assurance in the performance of the Consultant's work. The Consultant shall identify individual(s) responsible, as well as methods used to determine the completeness and accuracy of drawings, specifications, cost estimates, and other services provided.

14.3. The Owner shall have the right at any time and in its sole discretion to submit for review all or any portion of the Consultant's work to consulting professionals engaged by the Owner for that purpose. The Consultant shall fully cooperate with any such review.

14.4. The Consultant and any subcontractor shall employ qualified and competent personnel to perform the work under this Agreement.

14.5. Neither the Owner's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, or of any cause of action arising out of the performance of this Agreement. The Consultant shall be and remain liable to the Owner for all damages to

the Owner caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

14.6. The rights and remedies of the Owner provided for under this Agreement are in addition to any other rights and remedies provided by law.

14.7. If the Consultant is comprised of more than one (1) legal entity, each such entity shall be jointly and severally liable hereunder.

15. WARRANTY OF SERVICES

15.1. *Definitions. Acceptance*, as used in this Agreement, means the act of an authorized representative of the Owner by which the Owner approves specific services, as partial or complete performance of the Agreement. *Correction*, as used in this Agreement, means the elimination of a defect.

15.2. Notwithstanding inspection and acceptance by the Owner or any provision concerning the conclusiveness thereof, the Consultant warrants that all services performed and work product under this Agreement will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this Agreement.

15.3. If the Consultant is required to correct or re-perform, it shall be at no cost to the Owner, and any services corrected or re-performed by the Consultant shall be subject to this section to the same extent as work initially performed. If the Consultant fails or refuses to correct or re-perform, the Owner may, by contract or otherwise, correct or replace with similar services and charge to the Consultant the cost occasioned to the Owner thereby, or make an equitable adjustment in the Fee.

15.4. If the Owner does not require correction or re-performance, the Owner shall make an equitable adjustment in the Fee.

15.5. Nothing within this section shall constitute a waiver or exclusion of any other right or remedy that the Owner may possess at law or under this Agreement.

16. TERM, COMMENCEMENT, AND COMPLETION

16.1. This Agreement shall commence on the Effective Date set forth above and remain in effect until the completion date as stated in APPENDIX D, unless extended or terminated by the Owner in accordance with this Agreement.

16.2. The Consultant shall begin work under the terms of this Agreement within ten (10) days of receiving a written notice to proceed. [If services are to be performed in subsequent phases, then each phase shall be commenced upon the Owner's approval of the previous phase. The Consultant shall not be entitled to any compensation or reimbursement for services performed in a phase unless and until it has received written approval from the Owner to proceed with such services.]

It is further agreed that time is of the essence in performance of this Agreement. The Consultant shall complete the work, or each phase, as scheduled, and the Owner shall provide any required approval of the work or phase meeting the requirements contained herein in a reasonable and timely manner. The Project shall be completed within eight (8) months from Notice to Proceed date.

17. TERMINATION

- 17.1. The Owner may terminate this Agreement in whole or, from time to time, in part, for the Owner's convenience or because of the Default of the Consultant.
- 17.2. The Owner shall terminate this Agreement by delivering to the Consultant written notice of the termination.
- 17.3. Upon receipt of the notice, the Consultant shall:
- Immediately discontinue all services affected (unless the notice directs otherwise).
 - Deliver to the Owner all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Agreement, whether completed or in process.
 - Terminate all subcontracts to the extent they relate to the work terminated.
 - In the sole discretion and option of the Owner, and if and only if requested to do so, assign to the Owner all right, title, and interest of the Consultant under the subcontracts terminated, in which case the Owner shall have the right to settle any claim or dispute arising out of those subcontracts without waiver of any right or claim the Owner may possess against the Consultant.
 - With approval or ratification by the Owner, settle all outstanding liabilities arising from the termination of subcontracts, the cost of which would be allowable in whole or in part, under this Agreement.
 - Complete performance of the work not terminated.
 - Take any action that may be necessary, or that the Owner may direct, for the protection and preservation of the property related to this Agreement that is in the possession of the Consultant and in which the Owner has or may acquire an interest.
- 17.4. If the termination is for the convenience of the Owner, the Owner shall make an equitable adjustment in the Fee, subject to the Ceiling Prices and Funding Limitations / Non-Appropriation provisions of this Agreement, *but shall allow no anticipated Fee or profit on unperformed services.*
- 17.5. If the termination is for the Consultant's Default, the Owner may complete the work by contract or otherwise and the Consultant shall be liable for any reasonable and necessary additional cost incurred by the Owner to the extent caused by Consultant's default.
- 17.6. Disputes and claims arising from termination of this Agreement shall be governed by Section 27, Disputes and Claims.
- 17.7. The rights and remedies of the Owner provided in this section are in addition to any other rights and remedies provided by law or under this Agreement, and shall not constitute a waiver of any other such right or remedy.

18. STOP WORK ORDERS

- 18.1. The Owner may, at any time, by written order to the Consultant, require the Consultant to stop all, or any part, of the work called for by this Agreement for a period of up to ninety (90) days after the order is delivered to the Consultant, and for any further period to which

the parties may agree. Upon receipt of the order, the Consultant shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of ninety (90) days after a stop work order is delivered to the Consultant, or within any extension of that period to which the parties shall have agreed, the Owner shall either:

18.1.1. Cancel the stop-work order; or,

18.1.2. Terminate the work pursuant to Section 17, Termination.

18.2. If a stop-work order issued under this section is canceled or the period of the order or any extension thereof expires, the Consultant shall resume work. The Owner shall make an equitable adjustment in the delivery schedule or Fee, or both, and the Agreement shall be modified, in writing, accordingly, if:

- The stop-work order was not issued because of Consultant's Default in its performance of its obligations under any part of this Agreement;
- The stop-work order results in an increase in the time required for, or in the Consultant's cost properly allocable to, the performance of any part of this Agreement; and,
- The Consultant provides Notice of Potential Claim pursuant to Section 27, Disputes and Claims.

19. CHANGES

19.1. The Owner may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this Agreement, including but not limited to: (1) drawings, designs, or specifications; (2) time of performance (i.e., hours of the day, days of the week, etc.); and (3) places of inspection, delivery, or acceptance.

19.2. If any such change causes an increase *or decrease* in the cost of, or the time required for, performance of any part of the work under this Agreement, whether or not changed by the order, the Owner shall make an equitable adjustment in the (1) estimated cost, delivery or completion schedule, or both; (2) amount of any fee; and (3) other affected terms.

Notwithstanding the above, in no event, unless modified in writing by both parties, shall total payments by the City under this Agreement exceed the Contract Ceiling Price.

19.3. All claims and disputes shall be governed by Section 27, Disputes and Claims. As provided in Section 27, the Consultant must provide written notice of its intention to make a claim for additional compensation before beginning the work on which the claim is based. If such notice is not given, the Consultant hereby agrees to waive any claim for such additional compensation.

19.4. Failure to agree to any adjustment shall be a dispute under Section 27, Disputes and Claims. *However, nothing in this section or any other provision of this Agreement shall excuse the Consultant from proceeding with the Agreement as changed.*

20. OWNERSHIP OF DOCUMENTS & DATA

20.1. All project documents and data, regardless of form and including but not limited to original drawings, disks of CADD drawings, cross-sections, estimates, files, field notes, and data, shall be the property of the Owner. The Consultant shall further provide all documents and data to the Owner upon the Owner's request. The Consultant may retain

reproduced copies of drawings and other documents. In the event that any patent rights or copyrights are created in any of the documents, data compilations, or any other work product, the Owner shall have an irrevocable license to use such documents, or data compilations, or work product.

21. PATENT AND COPYRIGHT INFRINGEMENT

- 21.1. The Consultant shall report to the Owner, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this Agreement of which the Consultant has knowledge.
- 21.2. In the event of any claim or suit against the Owner on account of any alleged patent or copyright infringement arising out of the performance of this Agreement or out of the use of any supplies furnished or work or services performed under this Agreement, the Consultant shall furnish to the Owner, when requested by the Owner, all evidence and information in possession of the Consultant pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Consultant.
- 21.3. The Consultant agrees to include, and require inclusion of, the provisions of this section in all subcontracts at any tier for supplies or services.
- 21.4. The Consultant shall indemnify the Owner and its officers, agents, and employees against liability, including costs and attorneys' fees, for infringement of any United States patent or copyright arising from the manufacture or delivery of supplies, the performance of services, or the construction, alteration, modification, or repair of real property under this Agreement, or out of the use or disposal by or for the account of the Owner of such supplies or construction work.
- 21.5. This indemnity shall not apply unless the Consultant shall have been informed within ten (10) business days following the Owner's receipt of legal notice of any suit alleging such infringement and shall have been given such opportunity as is afforded by applicable laws, rules, or regulations to participate in its defense. Further, this indemnity shall not apply to (1) an infringement resulting from compliance with specific written instructions of the Owner directing a change in the supplies to be delivered or in the materials or equipment to be used, or directing a manner of performance of the Agreement not normally used by the Consultant, (2) an infringement resulting from addition to or change in supplies or components furnished or construction work performed that was made subsequent to delivery or performance, or (3) a claimed infringement that is unreasonably settled without the consent of the Consultant, unless required by final decree of a court of competent jurisdiction.

22. BANKRUPTCY

- 22.1. In the event the Consultant enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Consultant agrees to furnish, by certified mail, written notice of the bankruptcy to the Owner. This notice shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notice shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of City job numbers for all contracts with Owner against which final payment has not been made. This obligation remains in effect until final payment under this Agreement.

23. FUNDING LIMITATIONS

- 23.1. The Owner's obligations under this Agreement are contingent upon the availability of appropriated funds from which payments under the terms of this Agreement can be made

in this and each subsequent fiscal year for the duration of the Agreement. No legal liability on the part of the Owner of any kind whatsoever under this Agreement shall arise until funds are made available to the Owner for performance of this Agreement, including those to be appropriated by the State of Arkansas and those to be provided by the United States.

24. SUCCESSORS AND ASSIGNS

- 24.1. This Agreement shall be binding upon the parties and their successors and assigns, and except as expressly set forth herein, neither the Owner nor the Consultant may assign, delegate, or transfer any benefit or obligation under this Agreement without the express written consent of the other party. Nothing herein shall be construed as a waiver of any immunity or as creating any personal liability on the part of any officer or agent of the Owner or any other governmental entity either made a party to, or possessing any interest in, this Agreement.

25. INDEMNITY AND RESPONSIBILITY FOR CLAIMS AND LIABILITY

- 25.1. *Indemnity.* The Consultant shall hold harmless and indemnify the Owner, Owner's officers, employees, and agents, and all other governmental agencies from and for all claims and liabilities stemming from any wrongful (whether negligent, reckless, or intentional) acts or omissions on the part of the Consultant and its subcontractors, and their agents and employees.
- 25.2. *No Personal Liability.* No director, officer, manager, employee, agent, assign, or representative of the Owner shall be liable to the Consultant in a personal or individual capacity under any term of this Agreement, because of any breach thereof, or for any act or omission in its execution or performance.
- 25.3. *Independent Contractor Relationship.* The parties intend that the Consultant shall be an independent contractor of the Owner and that the Consultant shall be solely liable for any act or omission of the Consultant or its agents, employees, or subcontractors arising under or occurring during the performance of this Agreement. No act or direction of the Owner shall be deemed to be an exercise of supervision or control of the Consultant's performance.

26. INSURANCE

- 26.1. *Professional Liability Insurance Coverage.* The Consultant shall maintain at all times during the performance of services under this Agreement professional liability insurance coverage for errors, omissions, and negligent acts arising out of the performance of this Agreement in an amount per claim of \$1,000,000. Such insurance shall extend to the Consultant and to its legal representatives in the event of death, dissolution, or bankruptcy, and shall cover the errors, omissions, or negligent acts of the Consultant's subcontractors, agents, and employees. Such insurance shall extend to any errors, omissions, and negligent acts in the performance of services under this Agreement committed by the Consultant or alleged to have been committed by the Consultant or any person for whom the Consultant is legally responsible.
- 26.2. *Deductible.* The Consultant may maintain a professional liability insurance policy with a deductible clause in an amount approved by the Owner if, in the sole judgment and opinion of the Owner, the Consultant's financial resources are sufficient to adequately cover possible liability in the amount of the deductible. The Consultant shall submit promptly to the Owner, upon request as often as quarterly, detailed financial statements and any other information requested by the Owner to reasonably determine whether or not the Consultant's financial resources are sufficient to adequately cover possible liability in the amount of the deductible.

- 26.3. *Worker's Compensation Insurance.* The Consultant shall at all times during the Term of this Agreement maintain Worker's Compensation and Employers Liability Insurance as required under Arkansas law.
- 26.4. *General Liability Insurance.* The Consultant shall at all times during the term of this Agreement maintain comprehensive general liability insurance coverage for bodily injury and property damage in the combined single limit of \$1,000,000, and comprehensive automobile liability insurance coverage for bodily injury and property damage in the combined single limit of \$1,000,000, which shall cover all owned, hired, and non-owned vehicles. The Consultant's insurance coverage shall also cover restoration of plans, drawings, field notes, and other documents in the event of their loss or destruction while in the custody of the Consultant.
- 26.5. *Insurance Policies and Certificates.* The Consultant shall provide the Owner upon request copies of its insurance policies and evidence satisfactory to the Owner concerning the effectiveness and the specific terms of the insurance. The Consultant's failure to provide and continue in force and effect any insurance required under this Article shall be deemed a Default for which Owner, in its sole discretion, may terminate this Agreement immediately or on such other terms as it sees fit.
- 26.6. *Additional Insurance Requirements.* All insurance maintained by the Consultant pursuant to this Section shall be written by insurance companies licensed to do business in Arkansas, in form and substance satisfactory to the Owner, and shall provide that the insurance will not be subject to cancellation, termination, or change during its term except upon thirty (30) days prior written notice to the Owner.
- 26.7. *Duration of Insurance Obligations.* The Consultant shall maintain its professional insurance coverage required under this Agreement in force and effect for a period not less than five (5) years after the final acceptance of the Project or the completion of the Consultant's services under this Agreement, whichever comes later. Comprehensive General Liability Insurance Coverage required under this Agreement shall be in full force and effect until the final acceptance or the completion of the Consultant's services, whichever comes later. All other insurance shall be maintained in full force and effect until final acceptance of the project or completion of the Consultant's services, whichever comes first.
- 26.8. *Consultant's Insurance Primary.* All insurance policies maintained by the Consultant pursuant to this Agreement shall provide that insurance as applying to the Owner shall be primary and the Owner's own insurance shall be non-contributing.
- 26.9. *Additional Insured.* All liability insurance policies, except the professional liability policy, maintained by the Consultant pursuant to this Agreement shall be endorsed to include the Owner, its officers, directors, managers, employees, agents, assigns and representatives, individually and collectively, as additional insured, and all property damage insurance shall be endorsed with a waiver of subrogation by the insurer as to the Owner.

27. DISPUTES AND CLAIMS

- 27.1. *Notice of Potential Claim.* Whenever the Consultant deems that any additional compensation is due, the Consultant shall notify the City's Transportation Director in writing of its intention to make a claim for additional compensation ("Notice of Potential Claim") ***before beginning the work that gives rise to the claim.***

- 27.2. *Time & Manner for Submitting Claim.* All disputes and claims shall first be submitted in writing to the City's Project Manager within forty-five (45) calendar days after the completion or termination date. ***The Consultant hereby agrees that the failure to submit the dispute or claim to the City's Transportation Director prior to forty-five (45) calendar days after the completion or termination date shall constitute a waiver of the dispute or claim.***
- 27.3. *Form.* All disputes and claims must be submitted in writing and in sufficient detail to permit the Owner to determine the basis for entitlement and the actual allowable costs incurred. Each claim must contain:
- A detailed factual statement of the claim providing all necessary dates, locations, and items of work affected by the claim;
 - The date the actions resulting in the claim occurred or conditions resulting in the claim became evident;
 - A copy of the "Notice of Potential Claim";
 - The name, title, and activity of each employee of the Owner or the Arkansas State Highway and Transportation Department knowledgeable about facts that gave rise to such claim;
 - The name, title, and activity of each Department employee knowledgeable about facts that gave rise to such claim;
 - The name, title, and activity of each Consultant, Subcontractor, or employee knowledgeable about the facts that gave rise to the claim;
 - The specific provisions of the Agreement that support the claim and a statement why such provisions support the claim;
 - The identification and substance of any relevant documents, things, or oral communications related to the claim;
 - A statement whether the claim is based on provisions of the Agreement or an alleged breach of the Agreement;
 - If an extension of time is sought, the specific number of days sought and the basis for the extension;
 - The amount of additional compensation sought and a specific cost breakdown of the amount claimed; and,
 - Any other information or documents that are relevant to the claim.
- 27.4. *Decision and Appeal.* If an adverse decision is rendered by the City's Transportation Director, the Consultant shall submit the claim or dispute in writing to the Mayor within sixty (60) days from the date of the decision from the Transportation Director. The decision of the Mayor shall be final and conclusive.
- 27.5. *Continued Performance.* Pending final resolution of a dispute or claim, unless the Owner has terminated this Agreement pursuant to Section 17 or issued a stop work order pursuant to Section 18, the Consultant shall proceed diligently with the performance of this Agreement in accordance with the Transportation Director and Mayor's decisions.

- 27.6. *Nonexclusive Remedies.* The rights and remedies of the Owner provided in this section are in addition to any other rights and remedies provided by law or under this Agreement, and shall not constitute a waiver of any other such right or remedy. If the Owner decides the facts justify the action, the Owner may, at its sole option and discretion, receive and act upon a proposal, dispute, or claim submitted at any time before final payment under this Agreement.

28. COVENANT AGAINST CONTINGENCY FEES

- 28.1. The Consultant warrants that no person or agency has been employed or retained to solicit or obtain this Agreement upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Owner shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Fee or consideration, or otherwise recover, the full amount of the contingent fee.
- 28.2. *Bona fide agency*, as used in this section, means an established commercial or selling agency, maintained by the Consultant for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain government contracts nor holds itself out as being able to obtain any government contract or contracts through improper influence.
- 28.3. *Bona fide employee*, as used in this section, means a person, employed by the Consultant and subject to the Consultant's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain government contracts nor holds out as being able to obtain any government contract or contracts through improper influence.
- 28.4. *Contingent fee*, as used in this section, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a government contract.
- 28.5. *Improper influence*, as used in this section, means any influence that induces or tends to induce a government employee or officer to give consideration or to act regarding a government contract on any basis other than the merits of the matter.

29. NONDISCRIMINATION

During the performance of this Agreement, the Consultant, for itself, successors, and assigns, certifies and agrees as follows:

- 29.1. *Nondiscrimination.* The Consultant, with regard to the work performed by it during the term of this Agreement, shall not discriminate on the basis of race, color, national origin, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment.
- 29.2. *Solicitations for Subcontracts, Including Procurements of Materials & Equipment.* In all solicitations, either by competitive bidding or negotiation, made by the Consultant or for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, nation origin, sex, age, or disability.
- 29.3. *Sanctions for Noncompliance.* In the event of the Consultant's noncompliance with the nondiscrimination provisions of this Agreement, the Owner shall impose such contract sanctions as it may determine to be appropriate, including but not limited to, withholding

of payments to the Consultant under the Agreement until the Consultant complies with the provisions or cancellation, termination, or suspension of the Agreement, in whole or in part.

- 29.4. *Incorporation of Provisions.* The Consultant shall include the terms and conditions of this section in every subcontract including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the Owner or USDOT and its Affiliated Modes may direct as a means of enforcing such provisions, including sanctions for noncompliance; *provided*, however that in the event the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Consultant may request the Owner to enter into such litigation to protect the interests of the State and litigation to protect the interest of the United States.

30. DBE CLAUSE

- 30.1 The Consultant or subcontractor shall not discriminate on the basis of race, color, national origin, sex, age, religion, or disability in the performance of this Agreement. Failure by the Consultant to comply with or perform these requirements is a material breach of this Agreement, which may result in the cancellation, termination, or suspension of this Agreement in whole or in part, or such other remedy that the Owner may determine appropriate.
- 30.2 The Consultant shall insert a clause containing all the terms of this section in all subcontracts under this Agreement.

31. TITLE II OF THE AMERICANS WITH DISABILITIES ACT (NONDISCRIMINATION)

- 31.1. *As applicable*, the Consultant will comply with the provisions of the Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act, Title VI of the Civil Rights Act of 1964, and any other applicable Federal, State, and local laws, rules and regulations.
- 31.2. The Consultant, during the term of this Agreement, shall not discriminate on the basis of race, color, sex, national origin, age, religion or disability, in admission or access to and treatment in programs and activities associated with this Agreement, or in the selection and retention of subcontractors, including procurement of material and leases of equipment.
- 31.3. *As applicable*, the Consultant shall provide the Owner's Notice of Nondiscrimination in any bulletins, announcements, handbooks, pamphlets, brochures, and any other publications associated with this Agreement that are made available to the public, program participants, applicants or employees.

32. MISCELLANEOUS

- 32.1. *General Compliance with Laws.* The Consultant shall comply with all Federal, State, and local laws, regulations, and ordinances applicable to the work, including but not limited to, the Americans with Disabilities Act and Occupational Safety and Health Act as amended.
- 32.2. *Licensed Appraisers.* All Appraisers and Review Appraisers shall have the appropriate appraisal license through the State of Arkansas.

- 32.3. *Choice of Law.* This Agreement shall be governed by the laws of the State of Arkansas without consideration of its choice of law provisions.
- 32.4. *Choice of Forum.* The Consultant agrees that any cause of action stemming from or related to this Agreement, including but not limited to disputes or claims arising under this Agreement, for acts or omissions in the performance, suspension, or termination of this Agreement, whether sounding in contract or tort, equity or law, may only be brought in the appropriate forum within State of Arkansas. The Consultant's sole remedy following the decision of the City Manager shall be to a court of competent jurisdiction within the State of Arkansas.
- 32.5. *No Waiver of Immunity.* The Owner expressly does not waive any defense of immunity that it may possess under either federal or state law, and no provision in this Agreement shall be construed to constitute such a waiver in whole or in part.
- 32.6. *Conflicts Between Laws, Regulations, and Provisions.* In the event of conflicting provisions of law, the interpretation shall be governed by the following in this order, from most controlling to least: Federal law and regulations, State law and regulations, Department and FHWA Design Standards, and this Agreement.
- 32.7. *Severability.* If any term or condition of this Agreement shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, all remaining terms of this Agreement shall remain valid and enforceable unless one or both of the parties would be materially prejudiced.
- 32.8. *No-Waiver.* The failure of the Owner to strictly enforce any term of this Agreement shall not be construed as a waiver of the Owner's right to require the Consultant's subsequent performance of the same or similar obligation or duty.
- 32.9. *Modification and Merger.* This written Agreement and any provisions incorporated by reference reflect the entire agreement of the parties and may be modified only by the express written agreement of both parties.

33. CERTIFICATION OF AUTHORIZED REPRESENTATIVES

- 33.1. This Agreement and the certifications contained herein or attached hereto constitute the whole Agreement of the parties, and each party certifies that this Agreement and any attached certification have been executed by their duly authorized representatives.

34. NOTICE

34.1. All notices, approvals, requests, consents, or other communications required or permitted under this Agreement shall be addressed to either the City's Transportation Director or the Consultant's Representative, and mailed or hand-delivered to:

34.1.1. To the Owner:

Stephanie Orman
Mayor
City of Bentonville
117 W. Central Ave.
Bentonville, Arkansas 72712

34.1.2. To the Consultant:

Donna Roche
Senior Project Manager
O. R. Colan Associates, LLC
2311 Biscayne Drive, Suite 201
Little Rock, AR 72227

IN WITNESS WHEREOF, the parties execute this Agreement, to be effective upon the date set out above.

O. R. Colan Associates, LLC

City of Bentonville, Arkansas

BY: 
Stephen Toth, President

BY: _____
Stephanie Orman, Mayor

**Global Campus Acquisition
Benton County**

APPENDICES

APPENDIX A	JUSTIFICATION OF FEES AND COSTS Schedule of Rates (per Tract) Milestone Payment Schedule
APPENDIX B	SUBCONSULTANT LIST
APPENDIX C	STANDARD CERTIFICATIONS
APPENDIX D	PROJECT WORK PLAN

APPENDIX A

**Global Campus Acquisition
Benton County**

SCHEDULE OF RATES			
Service	No.	Cost Per Tract	Total Cost
Valuation Services			
Waiver Valuations	12	\$ 500	\$ 6,000
Initial Appraisal Services			
Appraisal Reports – vacant land	2	\$ 2,400	\$ 4,800
Appraisal Reports – commercial	2	\$ 6,000	\$ 12,000
2nd Appraisals			
Appraisal Reports – vacant land	1	\$ 1,100	\$ 1,100
Appraisal Reports – commercial	1	\$ 2,750	\$ 2,750
Updated Appraisals			
Appraisal Reports – vacant land	1	\$ 550	\$ 550
Appraisal Reports – commercial	1	\$ 1,375	\$ 1,375
Negotiation Services	14	\$ 2,800	\$ 39,200
Title Services			
30Yr Title Reports	14	\$ 700	\$ 9,800
Closing Services	14	\$ 800	\$ 11,200
TOTAL			\$ 88,775

**Global Campus Acquisition
Benton County**

MILESTONE PAYMENT SCHEDULE

ITEM	SCHEDULE
Public Meetings	Monthly of Completed Service
Title Services	Monthly - Per Tract 100% of Title Fee for Title Certificates or Commitments completed in the previous month
Initial Waiver Valuation and Appraisal Services	Monthly - Per Tract 100% of the Fee for waivers and appraisals reviewed and approved in the previous month
Negotiation Services	Monthly – Per Tract 25% Upon Presentation of Offer 25% When Contract to Sell is signed or the Tract is recommended for condemnation 50% After the Contract to Sell has been accepted by the City or Condemnation proceedings have been approved and a fully documented acquisition file has been submitted
Closing Services	Monthly – Per Tract 100% After closing is completed and all original closing documents have been submitted to the City

APPENDIX B

**Global Campus Acquisition
Benton County**

Subconsultants:

ProLand Title
Reed & Associates

APPENDIX C

**Global Campus Acquisition
Benton County**

CERTIFICATION OF CONSULTANT

I hereby certify that I, Stephen Toth am the President, and duly authorized representative of the firm of O. R. Colan Associates, LLC whose headquarters address 7005 Shannon Willow Road, Suite 100, Charlotte, NC 28226, and that neither I nor the above firm I here represent has:

- (a) employed or retained for a commission, brokerage, contingent fee, or other considerations, any firm or person (other than a bona fide employee working solely for me) to solicit or secure this contract,
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or
- (c) paid or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me) any fee contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the contract;
- (d) included any costs which are not expressly allowable under the cost principles of the FAR of 48 CFR 31, whether direct or indirect. All known material transactions or events that have occurred affecting the firm's ownership, organization and indirect cost rates have been disclosed.

except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Arkansas State Highway and Transportation Department and the Federal Highway Administration, U.S. Department of Transportation, in connection with this contract involving participation of Federal Aid Highway Funds, and is subject to applicable State and Federal laws, both criminal and civil.

Furthermore, I certify and hereby agree to the conditions of Title VI Assurances as outlined in Section 30 of this Agreement and shall insert the Notice of Nondiscrimination Statement as shown below in all solicitation of work or procurement of materials or equipment.

NOTICE OF NONDISCRIMINATION STATEMENT

O. R. Colan Associates LLC ("Consultant"), complies with all civil rights provisions of federal statutes and related authorities that prohibited discrimination in programs and activities receiving federal financial assistance. Therefore, O. R. Colan Associates, LLC ("Consultant") does not discriminate on the basis of race, sex, color, age, national origin, or disability, in the admission, access to and treatment in Consultant's programs and activities, as well as the Consultant's hiring or employment practices. Complaints of alleged discrimination and inquiries regarding the Consultant's nondiscrimination policies may be directed to John Shelton (ADA/504/Title VI Coordinator), 7005 Shannon Willow Road, Suite 100, Charlotte, NC, 28226; 704-944-1391, (Voice/TTY 711), or the following email address: jshelton@orcolan.com.

This notice is available from the ADA/504/Title VI Coordinator in large print, on audiotape and in Braille.


Authorized Firm Representative

10 / 15 / 2020
Date

APPENDIX D

**Global Campus Acquisition
Benton County**

PROJECT WORK PLAN

Information and Services to be Provided by Consultant

1. Administrative Services:

- 1.1 Provide Monthly Progress reports to the City of Bentonville.
- 1.2 Attend meeting including the Consultant, the City of Bentonville, and others as scheduled at the sole discretion of the City Right of Way Division as to date, time, and location. The Consultant shall compile and distribute meeting minutes as required.
- 1.3 Maintain project records including, but not limited to, correspondence and documentation of contacts with property owners.
- 1.4 Overhead costs including salaries, travel, employee benefits, telephone, equipment, supplies, etc.
- 1.5 Prepare invoices for payment utilizing City of Bentonville standard invoicing procedures.
- 1.6 Attend Public Meetings to provide information regarding the right-of-way process to the Public.

2. Title Services:

- 2.1. Furnish title work, prepare detailed title certificates and maintain supporting documents.
- 2.2. Provide title commitments including thirty (30) year title searches in accordance with industry standards.
- 2.3. Be responsible for furnishing updates or revised information to the City of Bentonville when change of ownership occurs subsequent to the certificates obtained during right of way plan preparation.
- 2.4. Prepare proper instruments of conveyance and releases upon determination of title status.

3. Appraisal Services

- 3.1. Review the Design Consultant's right of way and construction plans.
- 3.2. Perform field inspection of the proposed project and collect limited market information in order to determine estimated land and improvement values.
- 3.3. Prepare scope of work, which is a written document between the City and the appraiser describing the appraiser's work and the assignment.
- 3.4. Contact property owners with invitation to accompany on inspection. This includes inviting the property owners, preferably in writing, to accompany the appraiser during the appraiser's inspection of the property and maintain record of contact in file.
- 3.5. Prepare waiver valuations or appraisals in accordance with ARDOT Right of Way policies and procedures.
- 3.6. For on-premise signs, determine if cost to cure would be less than purchase and prepare waiver valuation or appraisal accordingly.

- 3.7. For off-premise signs, prepare appraisals utilizing forms provided by CITY in accordance with Federal regulations and CITY Right of Way policies and procedures.
- 3.8. Determine need for specialty report and advise CITY of recommendation. CITY will determine extent of report needed and most efficient and cost-effective method of preparation.
- 3.9. Obtain a listing of contaminated sites (petroleum, solid/hazardous waste) from the Arkansas Department of Environmental Quality (ADEQ).
- 3.10. Prepare written notification to the CITY of any environmental concerns associated with the acquisition that could require environmental remediation.
- 3.11. Assist on any appraisal problems or plan-in-hand inspections, right of way estimates and cost comparisons for public hearings and environmental programs as directed by the CITY.
- 3.12. Appear and testify as an Expert Witness in eminent domain proceedings and be available for pre-hearing or pre-trial meetings as directed by CITY.
- 3.13. The Appraiser and Review Appraiser, if applicable, cannot be employed by, or otherwise associated with, the same appraisal company or firm.

4. Waiver Valuations:

- 4.1. Notify property owner as soon as feasible of the City's interest in acquiring the real property, including the City's obligation to secure an appraisal.
- 4.2. Prepare waiver valuation in accordance with City Right of Way policies and procedures.
- 4.3. Review the City of Bentonville Right of Way and construction plans.
- 4.4. Perform field inspection of the proposed project and collect limited market information in order to determine estimated land and improvement values.

5. Negotiation Services:

- 5.1 Prepare the appropriate acquisition documents and assemble parcel packets.
- 5.2 Prepare an offer letter for signature by the appropriate City of Bentonville official stating the summary of the basis for the total amount offered.
- 5.3 Present offer letter to the property owner, discuss the offer amount and rationale for compensation and address any concerns. Advise the property owner of their full rights under the laws of eminent domain if no agreement can be reached and condemnation action is necessary.
- 5.4 Maintain a project log indicating, at a minimum, the dates of the following: waiver valuation or appraisal approved, initiation of negotiations, contract signed and recommendations for condemnation.
- 5.5 Maintain detailed records of all information pertinent to the job: ownership addresses, encumbrances, dated and signed negotiator notes, offer letters, and contracts. Negotiator notes should include a record of each contact, explanation of the plans, offers and counteroffers, property owner requests, opinions, proposed solutions and recommendations for condemnation.
- 5.6 As negotiations are completed, review parcel packets for completeness, prepare acceptance letters for City of Bentonville execution, and distribute parcel packets for further handling.

- 5.7 Submit counteroffers from the property owners to the City of Bentonville with recommendations for acceptance or rejection.

6. Closing Services:

- 6.1. Recheck title for any ownership change prior to recording documents.
- 6.2. Deliver City warrants on negotiated settlements after obtaining proper execution of instruments of conveyance.
- 6.3. Record conveyance documents in appropriate county offices.

PROJECT WORK PLAN

City of Bentonville Responsibilities

City of Bentonville agrees to administer professional services for the right of way acquisition of properties as follows:

1. Provide right of way and construction plans.
2. Provide legal descriptions of the property to be acquired and current ownership title certificates.
3. Provide timely reviews and approval of submissions.
4. Approve standard forms and brochures provided by Consultant to be used in the acquisition process.
5. Process and issue all warrants for payments.
6. Provide final approval for all payments including, but not limited to, waiver valuations.
7. Initiate, coordinate, and administer environmental investigation surveys, as needed.
8. Process condemnation actions including legal document preparation, filing, settlement or trial actions.
9. Prepare exhibits used in court cases on condemned tracts as needed.
10. Provide legal opinions or recommendations that arise during the acquisition process, as needed. Consultant must notify the City of Bentonville if legal advice is needed.

PROJECT WORK PLAN

DELIVERABLES

1. Monthly Progress Reports
2. Minutes of meetings between the City, Consultant, and others
3. Project records including, but not limited to, correspondence and documentation of contacts with subcontractors, property owners, tenants, mortgage companies, photographs, documents, receipts, quotes, etc.
4. Project Log(s)
5. Right of Way Certification
6. Waiver Valuations
7. Sales Data
8. Approvals received of fair market value and recommendation of just compensation
9. Memorandums or documentation related to review of appraisals submitted by property owners
10. Requests for legal opinions received
11. Appropriate acquisition documents
12. Offer letters
13. Negotiation notes
14. Written communications with property owners
15. Complete tract packets
16. Documentation substantiating ownership and/or authority to act on behalf of owner(s), i.e., affidavits, resolutions, death certificates, corporation documents, etc.
17. Contracts to Sell for purchase of easements
18. Transmittal documents for tracts acquired or recommended for condemnation
19. Plan changes
20. Closing documentation, including notes and correspondence
21. Fully executed and filed releases and conveyance documents
22. Invoices and supporting documentation

RESOLUTION NO. _____

**A RESOLUTION ALLOWING THE MAYOR TO ENTER
INTO A PROFESSIONAL SERVICES AGREEMENT WITH
O.R. COLAN ASSOCIATES, LLC FOR ACQUISITION
SERVICES OF PUBLIC IMPROVEMENTS REQUIRED BY
THE DEVELOPMENT OF THE WALMART GLOBAL
HOME OFFICE PROJECT.**

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

Section 1: That the Mayor be and are hereby authorized to enter into a Professional Services Agreement with O.R. Colan Associates, LLC. for acquisition services of public improvements required by the development of the Walmart Global Home Office project in an amount of \$88,775.00 as set forth in the proposal attached hereto as "Exhibit A".

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

PASSED and APPROVED this _____ day of _____, 2020.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



Agenda Item Form

Date of City Council Meeting	10/27/2020
Department	Transportation
Submitted by	Dennis Birge
Phone	479-271-5964

Item Type: <i>(Check All That Apply)</i>					
☒ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☐ Resolution	☐ Bid Award
Recommendation/Suggested Action <i>(Enter recommendation in space below):</i>					
Budget Adjustment accepting funds for the property acquisition agreement with ORC.					

Estimated Cost	\$88,775.00
Is this Item Budgeted?	☐ Yes ☒ No
If no, please explain how item will be funded <i>(briefly explain in space below):</i>	
The funds received will reimburse the Street account.	



117 West Central Avenue, Bentonville, AR 72712
www.bentonvillear.com
PLEASE RECYCLE





Budget Adjustment Request

Date of City Council Meeting	10/27/2020
Department	Transportation
Submitted by	Dennis Birge
Phone	(479) 271-5964

Purpose of Budget Adjustment *(Enter purpose in space below):*
 To accept funds for the property acquisition agreement with ORC.

General Ledger Account Information*				
Org (Department)	Object	Account Description	Revenue + (-)	Expense + (-)
203810	35540	Development Agreements	\$ 88,750.00	
203810	47380	Street Construction		\$ 88,750.00
		Totals	\$ 88,750.00	\$ 88,750.00
		Net Impact on Fund Balance	\$ -	
*Final Account Number will be determined by Accounting Department after approval and purchase				



117 West Central Avenue, Bentonville, AR 72712
www.bentonvillear.com
 PLEASE RECYCLE





Agenda Item Form

Date of City Council Meeting	10/27/2020
Department	Police Department
Submitted by	Jon Simpson
Phone	(479) 271-3173

Item Type: <i>(Check All That Apply)</i>					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☒ Resolution	☐ Bid Award
Recommendation/Suggested Action <i>(Enter recommendation in space below):</i> Resolution to declare one (1) 2009 Chevrolet Police Package Impala (unit 2010-80, VIN 2G1WS57M991286340) as surplus property. This vehicle was previously used as an unmarked detective and administration car. Upon approval and being declared as surplus, this vehicle can be transferred to the City of Sulphur Springs Police Department. This city would use this vehicle, as equipped, to conduct patrols within their jurisdiction and also answer calls for service. Transferring ownership in this manner represents a responsible and safe disposition of police equipped vehicles and also saves our city the costs associated with the removal, storage, and proper disposal of any remaining law enforcement only equipment that cannot be transferred to another vehicle. Additionally, this transfer encourages local partnerships, supports law enforcement and public safety in Northwest Arkansas and provides meaningful assistance to another city within our county.					
Estimated Cost					
Is this Item Budgeted?		☐ Yes ☐ No			
If no, please explain how item will be funded <i>(briefly explain in space below):</i>					



117 West Central Avenue, Bentonville, AR 72712
www.bentonvillear.com
PLEASE RECYCLE





Sulphur Springs Police Department



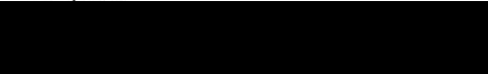
To: Chief Jon Simpson Bentonville PD

From: Chief Jarod Morgan Sulphur Springs PD

Chief Jon Simpson,

You currently have a Chevy Impala as a surplus vehicle in your inventory. I am asking, if possible, that this vehicle be transferred to us to be used as a patrol vehicle for my officers. If you can transfer the vehicle to my department it would be a huge asset to my department. Our city budget is very minimal and as you know having reliable vehicles is a very important part of policing. We are very thankful for you and the cities assistance in this matter. All rules a regulations will be abided by as it pertains to property transfer. Thank you again for your consideration in this as well as your Fleet Officer, Cpl. Ryan Simmons and City Council members.

Thank you



Chief Jarod Morgan

RESOLUTION NO. _____

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

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

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

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

PASSED and APPROVED this ____ day of _____, 2020.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



Agenda Item Form

Date of City Council Meeting	10/27/2020
Department	Electric
Submitted by	Travis Matlock
Phone	479-271-5941

Item Type: (Check All That Apply)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☒ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
A resolution to declare removed Memphis teardrop luminaries surplus.					

Estimated Cost	\$
Is this Item Budgeted?	☐ Yes ☐ No
If no, please explain how item will be funded (briefly explain in space below):	



117 West Central Avenue, Bentonville, AR 72712
www.bentonvillear.com
PLEASE RECYCLE



MEMORANDUM

DATE: October 27, 2020

TO: City Council, Mayor Orman

FROM: Travis Matlock, Electric Utility Director

RE: Declaring Memphis Teardrop Luminaries surplus

Electric Dept. staff recommends declaring removed Memphis teardrop luminaries as surplus in order to dispose of them.

As BEUD's contractor has been upgrading the existing teardrop high pressure sodium lights to LED cobra-head style, the warehouse has been accumulating the removed fixtures.

BEUD worked with Purchasing to learn if there was a market for these fixtures through online research and 3rd party websites (such as Govdeals, Municibid etc.); this research produced limited results, most of which appeared to be unsuccessful auction listings. Due to the limited market for repurposing (there is a widespread trend in replacing high pressure sodium lights with LED lights) and the lack of space available to store these items on City property for potential sale, we believe that disposal/recycling of these fixtures is the most efficient and economical option.

BEUD has coordinated with Rogers Iron & Metal to recycle the fixtures.

RESOLUTION NO. _____

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

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

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

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

PASSED and APPROVED this ____ day of _____, 2020.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



Agenda Item Form

Date of City Council Meeting	10/27/2020
Department	Electric
Submitted by	Travis Matlock
Phone	479-271-5941

Item Type: (Check All That Apply)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☒ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
A resolution to enter into an agreement with Futura Systems, Inc. to provide mapping, design, and workforce management software to BEUD for \$86,575.00.					

Estimated Cost	\$86,575.00
Is this Item Budgeted?	☐ Yes ☒ No
If no, please explain how item will be funded (briefly explain in space below):	
The Futura was planned to be purchased in the 2021 Electric Dept. Budget. However, the first step (conversion of the map) needs to be done during a slower time of the year.	



117 West Central Avenue, Bentonville, AR 72712
www.bentonvillear.com
PLEASE RECYCLE



MEMORANDUM

DATE: October 27, 2020

TO: City Council, Mayor Orman

FROM: Travis Matlock, Electric Utility Director

RE: Futura Software & Budget Adjustment

BEUD recommends entering into an agreement with Futura Software, Inc. to provide mapping, design, and workforce management software for \$86,575.

Through the City's standard procurement procedures, a Request for Qualifications (RFQ) was issued for Software to Assist with Mapping, Design and Workforce Management for BEUD (RFQ-20-63). Two entities submitted Statements of Qualifications, which were evaluated by a Selection Committee and scored in accordance with state law criteria for professional services. The Selection Committee selected Futura, based on the qualifications demonstrated and ability to meet BEUD's software requirements.

The current BEUD system map is an AutoCAD based map while all other City of Bentonville system maps are ESRI based. The AutoCAD map has begun to get so large that it becoming difficult to work with. It will not open on crew iPads, and can only be updated by 1 user at a time.

As stated above, all other city system maps are an ESRI based map. To get BEUD infrastructure to display on the Bentonville GIS, there is a nightly conversion that must take place and be sent to the GIS department. The GIS department must then upload the conversion file to the server. Along with the City GIS, BEUD's outage management system, DataVoice, must also run a conversion from AutoCAD that must be uploaded. Bentonville is the one of the few remaining customers that DataVoice does this for and they had to write a specific program to do this conversion. Futura will convert the base AutoCAD map into ESRI and remove these extra nightly steps, and eliminate the chances for errors.

Futura also has electric specific design tools that will allow engineering to perform the designs within the ESRI software, again eliminating any conversions and possible errors. These design tools can be used on the crew iPads to "redline" any field changes that occur during construction. When this is brought back to engineering the maps can be updated in real time.

BEUD recommends breaking up the installation into 2 packages. The first package will be the mapping conversion. This would take place in November/December of 2020 and would be paid for by a budget adjustment to move \$61,100 from Underground Primary to Computer Software. This is a \$0 impact to BEUD's bottom line. The remainder of the installation would be budgeted in the 2021 budget and would begin in January.

FUTURA SYSTEMS INC.

**SALES AND COMPUTER
SOFTWARE LICENSE
AND
SUPPORT
AGREEMENT**

PREPARED FOR:

TABLE OF CONTENTS

<u>SECTION NUMBER</u>	<u>SECTION HEADING</u>	<u>PAGE NUMBER</u>
A.	AGREEMENT INTRODUCTION	
B.	SCHEDULES	
C.	DEFINITIONS	
D.	HARDWARE SALE, INSTALLATION, ACCEPTANCE AND MAINTENANCE	
E.	TERM	
F.	GRANT AND ACCEPTANCE OF LICENSE	
G.	LICENSE CONDITIONS AND RESTRICTIONS	
H.	PROGRAM INSTALLATION AND CONVERSION SERVICES	
I.	CONFIDENTIAL INFORMATION	
J.	CUSTOMER OBLIGATIONS	
K.	LIMITED WARRANTY	
L.	OVERALL LIMITATION OF DAMAGES	
M.	SOFTWARE SUPPORT	
N.	FEES, EXPENSES AND PAYMENTS	
O.	DEFAULT	
P.	REMEDIES AND DAMAGES	
Q.	LIQUIDATED DAMAGES	
R.	ARBITRATION	
S.	RIGHTS UPON TERMINATION	
T.	AUDIT	
U.	ASSIGNMENT	
V.	GENERAL PROVISIONS	
W.	ADDITIONAL PROVISIONS	
	SIGNATURE PAGE	
	SCHEDULE A	Attachment
	SCHEDULE B	Attachment
	SCHEDULE C	Attachment
	SCHEDULE D	Attachment
	SCHEDULE E	Attachment

A. AGREEMENT

This is an Agreement between **Futura Systems, Inc. ("Futura")**, and _____ ("**Customer**"), as of _____, under which Futura is licensing and supporting software on a non-exclusive basis for the Customer's own use under the terms and conditions stated below.

B. SCHEDULES

The following schedules contain material covenants, terms and conditions and are attached hereto and by reference incorporated herein as part of this Agreement:

Schedule "A"	Hardware
Schedule "B"	Licensed Program(s) and Fees
Schedule "C"	Support Services
Schedule "D"	Special Order Services
Schedule "E"	Statement of Work

C. DEFINITIONS

As used in this Agreement, the following definitions shall apply:

"Acceptance of the Hardware" is defined in Paragraph D below.

"Acceptance of the Program" is defined in Paragraph F below.

"Agreement" shall mean this Agreement between Futura and Customer.

"Confidential Information" shall mean any information relating to or disclosed in the course of the Agreement which is or should be reasonably understood to be confidential or proprietary to the disclosing party. "Confidential Information" shall not include information (a) already known to either party at the time of receipt thereof from the other; (b) that was readily available to the general public at the time of receipt thereof from the other, or subsequently becomes known to the general public through no fault or omission on the part of the party receiving such information; (c) that is subsequently disclosed by a third party that has a bona fide right to make such disclosure; or (d) that is required to be disclosed by applicable law, regulation, court or administrative order.

"Default Event" is defined in Paragraph O below.

"Documentation" shall mean the user manual(s) and any other materials supplied by Futura for use with the Program or with any Release, whether in paper, electronic or software form for use with the Program or with any Release.

"Effective Date" shall mean the date of this Agreement as specified in Paragraph A herein.

"Errors" shall mean the failure or inability of the Program to perform any material functions set forth in the Documentation.

"Hardware" shall mean the computer and computer-related equipment described in Schedule A of this Agreement and such replacements as may be approved by Futura.

"License Fee" shall mean that applicable fee due Futura for licensing the Program as such schedule may be amended from time to time by the Board of Directors of Futura. Payment of the License Fee shall also entitle Customer to receive Software Support described in this Agreement and Schedule B.

"Operating System Support" shall mean those support and computer and software maintenance services provided by the manufacturer or other third party to keep the Operating System upon which the Program shall function current and in proper working condition.

"Program" shall mean the machine-readable object code of the computer software program or programs described in Schedule B and such additional Releases of such programs as shall be supplied by Futura to Customer from time to time, together with its Documentation.

"Release" shall mean any version of a Program or any materials which are supplied by Futura at or after the delivery of a Program, including any software provided for the purpose of improving the functions or performance of the Program, changing the intellectual property contained in the Program, expanding the capability or ease of operation of the Program, or for the purpose of fixing errors in program logic, together with any Documentation.

"Software Support" shall mean those support and maintenance services for Programs provided for in Schedule C of this Agreement.

"Futura" shall mean Futura Systems, Inc., of 100 Ashford North Suite 500, Atlanta, Georgia 30338

"Special Order Services" means services other than Software Support provided by Futura at the request of Customer.

"System Administrator" shall mean the individual designated by Customer to oversee the operation of the Program who shall have or promptly acquire a working knowledge of the Program and Hardware and shall, without limitation, be responsible for backups, user access and for recording and reporting Errors.

D. HARDWARE SALE, INSTALLATION, ACCEPTANCE AND MAINTENANCE

Customer agrees to supply the Hardware subject to the terms and conditions of the Agreement. Customer shall also pay the installation charges listed in Schedule D.

Futura shall have no obligation for maintenance of the Hardware. Customer, if it so elects, may subscribe for maintenance of the Hardware by the Manufacturer or a third party provider.

The Hardware will be deemed accepted when the hardware has been installed, tested and turned over to the Customer for use in an immediate operable condition.

If Customer chooses to provide their own hardware it must meet the specifications provided by Futura in order to provide proper performance. If the hardware used by Customer does not meet the minimum specifications provided Futura makes no warranty as to performance or reliability of the system installed.

E. TERM

The term of this Agreement shall commence upon the Effective Date and shall continue for a period of ____ months from the Effective Date unless extended or terminated as provided

This Agreement shall be automatically continued for an additional twelve (12) month term beyond the initial term and any previous one (1) year extension term, unless either party, at least one hundred eighty (180) days prior to the expiration of the initial term or any one (1) year extension term, gives written notice to the other party of its determination to terminate the Agreement.

F. GRANT AND ACCEPTANCE OF LICENSE

Subject to the payment of all License Fee and Support Fees and any other indebtedness due Futura, Futura hereby grants to Customer, and Customer hereby accepts, a personal, temporary, non-transferable and non-exclusive license to use the Program and Releases, subject to the terms and provisions of this Agreement. This Agreement and the license granted shall apply to the Program, each Release or modification provided to Customer as part of Futura's Support or Special Order Services.

The Program will be deemed accepted on the date the Program has been installed and successfully tested with Customer's data by Futura and when corresponding system documentation of the Program is available at the Customer's main office for day-to-day use.

G. LICENSE CONDITIONS AND RESTRICTIONS

Customer acknowledges that it obtains no ownership rights in the Program under the terms of this Agreement. All rights in the Program, including, but not limited to, Confidential Information, source codes, trade secrets, trademarks, service marks, patents, and copyrights are, shall be and will remain the property of Futura, or any third party from whom Futura has licensed software or technology, as the case may be. Any copies of the Program delivered to Customer or made by Customer remain the property of Futura. The Program and the Documentation may not be used, shared, sold, modified, given away, or otherwise made available by Customer in such manner as to provide the use or benefit of the Program or the Documentation to any other party. This limitation shall be deemed continuing and shall be binding upon Customer during and after the termination of this Agreement for whatever cause.

The license granted by this Agreement authorizes use of the Program only at the location or locations of Customer. The Program may be used only by Customer's employees and agents for Customer's internal business use and only to process information or data of Customer. Customer may not process information or data belonging to other parties unless otherwise agreed in writing by the parties.

Customer shall not alter any proprietary markings on the Program, including copyright, trademark, trade secret, and patent legends nor modify the Program in any way, including without limitation, decompiling, disassembling, reverse engineering or creating derivative works based on the Program.

H. PROGRAM INSTALLATION AND CONVERSION SERVICES

Futura shall load the Program on Customer's computer system and conduct Futura's standard test procedures on the installed Program. Prior to installation and conversion, Customer shall appoint a System Administrator who shall be available during conversion.

Customer shall deliver to Futura all data agreed to be utilized by the Program in machine-readable form. The Statement of Work (Schedule E) will define all services to be completed by Futura in the conversion of the Customer's data and will assign responsibility for both Customer duties and those of Futura.

I. CONFIDENTIAL INFORMATION

Futura shall use its reasonable best efforts to maintain and protect the Confidential Information delivered by Customer to Futura. Breach of this provision will be grounds for termination of this Agreement. Futura is also aware and recognizes the Freedom of Information clause.

Customer acknowledges that the Program and the Documentation contain proprietary and Confidential Information of Futura. Customer agrees to keep the Program and Documentation in confidence and to take all reasonable precautions to ensure that no unauthorized persons have access to nor use the Program and Documentation, and that no unauthorized copies are made. Breach of this provision shall be grounds, at Futura's option, for immediate termination of this Agreement without further obligation to Customer and the imposition of liquidated damages as described in Paragraph Q.

J. CUSTOMER OBLIGATIONS

In addition to all other Customer obligations set forth in this Agreement, Customer shall:

1. Futura recommends daily backups of the data and software on the computer system used by the Program so that the likelihood of data loss is minimized. Customer shall be solely responsible for backup software and hardware. Customer shall provide for safe storage of all backup

tapes and/or disks. Customer shall be responsible for keeping its computer system free of computer viruses;

2. Appoint and maintain a System Administrator and notify Futura when changes are made in the person occupying this position; and,
3. Promptly install all Releases, or notify Futura within fifteen (15) days of Release as to the reason installation cannot be accomplished.
4. Provide Futura with access to the Hardware and related equipment, electrical power, work space and such other items as may be required to complete the installation of the Hardware and the installation and maintenance of the Software Program. Futura exclusively uses LogMeIn Rescue and LogMeIn Central.

K. LIMITED WARRANTY

AS TO THE HARDWARE, FUTURA SPECIFICALLY RENOUNCES ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSES. FUTURA DOES HOWEVER, COVENANT AND AGREE TO ASSIGN TO CUSTOMER ALL WARRANTIES MADE AVAILABLE BY MANUFACTURER TO FUTURA RELATING TO THE HARDWARE AND SYSTEM SOFTWARE, TO THE EXTENT IT HAS THE RIGHT TO DO SO.

FUTURA WARRANTS THAT THE PROGRAM WILL PERFORM SUBSTANTIALLY IN ACCORDANCE WITH ACCOMPANYING DOCUMENTATION, PROVIDED, IF ANY PROBLEM, OPERATIONAL FAILURE OR ERROR OF THE PROGRAM HAS RESULTED FROM ANY ALTERATION OF THE PROGRAM, ACCIDENT, ABUSE, FAILURE TO CONTINUE IN PLACE ADEQUATE OPERATING SYSTEM SUPPORT OR MISAPPLICATION; OR IF CUSTOMER VIOLATES THE TERMS AND CONDITIONS OF THIS AGREEMENT, THEN THIS WARRANTY SHALL BE NULL AND VOID, AT FUTURA'S OPTION. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHERS WHICH VARY FROM STATE TO STATE.

FUTURA, AND ANY THIRD PARTY FROM WHOM FUTURA HAS LICENSED SOFTWARE OR TECHNOLOGY, TO THE EXTENT PERMITTED BY APPLICABLE LAW, DISCLAIM[S] ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE PROGRAM AND THE ACCOMPANYING WRITTEN MATERIALS.

FUTURA, AND ANY THIRD PARTY FROM WHOM FUTURA HAS LICENSED SOFTWARE OR TECHNOLOGY, WILL NOT BE LIABLE FOR

LOST PROFITS, LOST OPPORTUNITIES, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES UNDER ANY CIRCUMSTANCES.

EXCLUSIVE REMEDY: CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AGAINST ANY PARTY FOR BREACH OF THE LIMITED WARRANTY OR OF THIS AGREEMENT SHALL BE, AT FUTURA'S CHOICE (A) CORRECTION OF ANY ERROR OR DEFECT IN THE PROGRAM AS TO WHICH CUSTOMER HAS GIVEN NOTICE; OR (B) REPLACEMENT OF THE PROGRAM INVOLVED.

L. OVERALL LIMITATION OF DAMAGES

IN NO CASE SHALL THE AGGREGATE AMOUNT OF DAMAGES PAYABLE TO CUSTOMER FROM ANY AND ALL PARTIES FOR ANY CLAIM ARISING FROM THE PROGRAM OR THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, ITS WARRANTY PROVISIONS) EXCEED THE AMOUNTS PAID BY CUSTOMER TO FUTURA UNDER THIS AGREEMENT.

M. SOFTWARE SUPPORT

Futura shall provide the Software Support for the Program after acceptance. First three months after acceptance after hours support will be at no cost to utility. Special Order Services are those services described in Schedule D or otherwise provided by Futura at Customer's request. Futura's obligation to provide Software Support shall be contingent upon fulfillment of the conditions listed in Schedule C.

N. FEES, EXPENSES AND PAYMENTS

In lieu of payment in a lump sum, License Fees shall be payable on a per-account basis as described in Schedule B. While License Fees are computed on a per-account basis, Customer's obligation for their payment is not contingent on Customer's utilization of the Program. Should Customer cease using the Program, Customer shall continue to pay the License Fee based on the higher of: (a) the number of Customer's accounts on the date of acceptance of the Program; or (b) the average number of accounts metered through use of the Program in the six (6) months preceding Customer's cessation of the use of the Program.

Fees for Software Support described in Schedule C are included in the License Fee. Special Order Services shall be provided for fees and compensation described in Schedule D or in Futura schedule of fees for Special Order Services as adopted from time to time or as agreed by the parties. Cost and expense of providing Software Support and Special Order Services shall be paid by Customer as described in Schedules C and D.

Out-of-pocket expense are described in Schedules C and D and shall be payable by Customer.

All sales and use taxes, and all other similar taxes or personal property taxes applicable to the production, sale, use, storage, delivery or transportation of the

products and services provided hereunder shall be calculated and paid by Customer. If Customer challenges the applicability of any such tax, it shall pay the same and may thereafter seek refund thereof.

Futura will send or otherwise transmit a statement of the compensation due it by the fifth (5th) day of each month, and Customer shall make payment within ten (10) days after receipt of such statement. Customer shall pay a late payment charge of 1.5 percent per month on all sums past due more than thirty (30) days, or the maximum rate permitted by applicable law, whichever is less, on any unpaid amount for each calendar month or fraction thereof that any payment to Futura is in arrears.

O. DEFAULT

The following shall be deemed a Default Event under this Agreement:

1. Customer fails to make, when due, any License Fee payment or other payment required under this Agreement or any other agreement between the parties and such failure continues beyond five (5) days after Futura gives notice to Customer of such failure.
2. Customer or Futura commits a material breach of any of its obligations concerning scope, use or the protection of the Program, Documentation, intellectual property of Futura, or Confidential Information which breach continues beyond fifteen (15) days from either parties written notice to the other of such breach; or
3. Either party (a) becomes insolvent or makes an assignment for the benefit of creditors; (b) files or has filed against it any petition under any Title of the United States Code or under any applicable bankruptcy, insolvency, reorganization or similar debtor relief law which is not discharged within thirty (30) days of said filing; or (c) requests or suffers the appointment of a trustee or receiver, or the entry of an attachment or execution as to a substantial part of its business or assets.

P. REMEDIES AND DAMAGES

If a Default Event occurs, either party may terminate this Agreement. The parties recognize that money damages is not an adequate remedy for any breach or threatened breach of any obligations hereunder involving intellectual property, Confidential Information or use of the Program beyond the scope of the license granted by this Agreement. The parties therefore agree that in addition to any other remedies available hereunder, at law or otherwise, either party shall be entitled to an injunction against any such continued breach by Customer of such obligations.

Q. LIQUIDATED DAMAGES

The parties acknowledge and agree that Customer is paying the License Fee for the Program over the term of this Agreement rather than in a lump sum as provided in

Paragraph N above. Customer further acknowledges and agrees that should Customer commit a Default Event resulting in Futura's termination of this Agreement, such termination will not result in Futura avoiding any material cost or expense and that it would be impossible to ascertain the damages accruing to Futura and that the proper and reasonable measure of damages suffered by Futura is **the amount computed as described in Section N** multiplied by the number of months or fraction thereof for the remaining term of this Agreement. The parties acknowledge and agree that such amount shall not be considered a penalty but shall be liquidated damages.

R. ARBITRATION

(a) Any and all claims and disputes between Customer and Futura related to, arising out of, or in connection with this Agreement or its performance, breach, or termination (including the existence, validity and interpretation of this Agreement and the applicability of any statute of limitation period) shall be resolved by binding arbitration. Except as specifically modified herein, the arbitration shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("**AAA**"), as amended and supplemented from time to time, including those rules giving the arbitrators power to rule on their own jurisdiction and any objections to the existence, scope, or validity of the arbitration agreement itself. Any arbitration hearing conducted hereunder shall be held at the primary office of Futura.

(b) The party initiating arbitration shall nominate one (1) arbitrator at the same time it initiates arbitration. The other Party shall nominate one (1) arbitrator within fifteen (15) days after receiving the initiating Party's nomination. The two (2) arbitrators (**the "Party-Appointed Arbitrators"**) shall appoint a third, neutral arbitrator (**the "Third Arbitrator"**) who is experienced in matters involving electric utilities, with at least ten (10) years' experience in the electric utilities industry as a practicing attorney. All arbitrators shall be impartial and independent of either Party and not employed by any of the Parties in any prior matter.

(c) If the Party-Appointed Arbitrators are unable to agree on the Third Arbitrator within fifteen (15) Days from the date of the second Party-Appointed Arbitrator's appointment, then the Third Arbitrator shall be selected by the AAA with due regard given to the selection criteria above and input from Customer, Futura and the Party-Appointed Arbitrators. The Parties shall request the AAA to complete selection of the Third Arbitrator no later than sixty (60) days from initiation of arbitration.

(d) Except to the extent inconsistent with or prohibited by applicable law, or to the extent necessary to confirm or enforce any award made by the arbitrators, the existence and outcome of any arbitration proceeding between Customer and Futura shall be held in confidence by the parties. The parties further acknowledge their intent that documents produced by a Party in the course of the arbitration or provided by such Party to the arbitration panel shall be deemed confidential and that the receiving Party shall maintain the confidentiality of such documents. Accordingly, prior to the exchange of

documents during the course of any arbitration proceeding, the parties shall enter into a mutually agreeable form of confidentiality agreement, or failing such agreement, the arbitrators shall enter an appropriate confidentiality order. The Parties agree that any claim or dispute regarding compliance with the foregoing obligation of confidentiality or any claimed breach of the confidentiality agreement or order, whether asserted before or after the conclusion of the arbitration, shall be submitted to the arbitration panel hearing (or that heard) the underlying dispute and that the arbitration panel may conduct an expedited hearing thereon. In any such proceeding, the arbitrators shall have the discretion in their sole judgment to award any relief, including equitable relief and damages, permitted by the AAA Rules for each violation of confidentiality as determined by the Panel.

Pending arbitration, each of the parties shall continue to perform its obligations under this Agreement, and a failure to perform its obligations by either party pending arbitration shall be deemed a separate breach of this Agreement.

S. RIGHTS UPON TERMINATION

Upon termination of this Agreement, Customer's license to use the Program shall terminate, and Customer shall immediately turn over to Futura all copies of the Program and Documentation, and any other Confidential Information relating to the Program and Documentation and shall remove and erase completely any copies of the Program installed or recorded on any hard disk or other storage medium. Customer shall promptly certify to Futura, in writing, that it has complied with this requirement. Any customer information held by Futura will either be returned or destroyed at the option of the Customer.

Upon termination of this Agreement, Customer shall also pay to Futura all fees due through the effective date of such termination.

If, upon termination of this Agreement by virtue of the mutual cancellation or expiration of its term, and Customer has paid Futura all amounts due and provided assurance that any amounts to become due shall be paid, Futura will assist Customer in the transfer of Customer data to a successor provider of software performing substantially the same function as Futura's software licensed hereunder. Customer shall pay for such services at the same rates that are in effect for Special Order Services at the time the services are provided. Customer shall also pay all related out-of-pocket expenses incurred by Futura.

The termination of this Agreement shall not extinguish any rights or obligations of the parties relating to protection of Confidential Information.

T. AUDIT

For a period of six (6) months after termination for any reason, and upon 30 days written notice, either party may enter the premises of Customer and perform reasonable audit and inspection procedures to confirm that either party is in compliance with the terms and conditions of the Agreement, including, but not limited to,

provisions relating to scope of use of the Program, protection of Confidential Information, and termination. Either party shall cooperate in any such inquiry.

U. ASSIGNMENT

Except for an assignment of this Agreement to a successor corporation through merger or consolidation, Customer may not sell, pledge, assign, sublicense, or otherwise transfer or share its rights or delegate its obligations under this Agreement without the prior written consent of Futura, which Futura may withhold in its sole discretion. Any attempted sale, pledge, assignment, sublicense or other transfer in violation hereof shall be void and of no force or effect. Futura may assign its rights and delegate its duties hereunder at any time without the consent of Customer.

The Customer's assignment of this Agreement shall not discharge Customer from its obligations, but shall make Customer's assignee an additional obligor under this Agreement. Any assignment by Customer will be invalid unless the assignee agrees in a writing delivered to Futura to be bound by and perform all obligations and terms of this Agreement.

In the event Futura approves and Customer does sell, pledge, assign, sublicense, or otherwise transfer or share its rights or delegate its obligations under this Agreement, and changes to the system are necessary (i.e. interface change, hardware, volumes, etc.) as a result of same, Customer will be responsible for payment of any additional fees, costs and expenses required that may be in effect at the time for said changes to the system.

V. GENERAL PROVISIONS

Applicable Law. This Agreement shall be construed pursuant to substantive law of the State of Arkansas.

Shipping Costs and Risk of Loss. Except as may otherwise be provided in this Agreement, all costs relating to the shipment of the Program, the Hardware and the Documentation, including freight and insurance costs, shall be borne by Customer. Upon delivery and installation of the Program, the Hardware and the Documentation, Customer shall assume all risk of loss and damage to the Program, the Hardware and the Documentation, and shall, at its sole cost and expense, replace any lost or damaged portion thereof.

Taxes. Customer shall pay, in addition to the other amounts payable under this Agreement, all local, state and federal excise, sales, use, personal property, gross receipts and similar taxes (excluding taxes imposed on or measured by Futura's net income) levied or imposed by reason of the transactions under this Agreement. Customer shall, upon demand, pay to Futura an amount equal to any such tax(es) actually paid or required to be collected or paid by Futura.

Required Consents. Customer warrants that it has obtained lawful permission to use all hardware and software required in order for the Program to be used on the

authorized Hardware. Futura warrants that the software is free of all infringements and that any claims by a third party will be the responsibility of Futura.

Public Reference. Customer consents to the public use of its name as a customer of

Required Acceptance by Officer of Futura. This Agreement is not binding upon Futura until executed by an authorized representative of Futura at Futura's headquarters office.

Modification. This Agreement may not be modified or amended except by a writing that is signed by authorized representatives of each of the parties. No purported modification or amendment shall be binding upon either party until approved in writing by an authorized representative of each party.

No Waiver. The failure of either party to exercise any right or the waiver by either party of any breach, shall not prevent a subsequent exercise of such right or be deemed a waiver of any subsequent breach of the same or of any other term of the Agreement.

Notice. Any notice required or permitted to be sent hereunder shall be in writing and shall be sent to the party to receive such notice at the party's address set forth on the signature page of this Agreement in a manner requiring a signed receipt, such as Federal Express, courier delivery, or if mailed, registered or certified mail, return receipt requested. Notice is effective upon receipt.

Force Majeure. Neither party shall be deemed in default of this Agreement to the extent that performance of their obligations or attempts to cure any breach are delayed or prevented by reason of any act of God, fire, natural disaster, accident, act of government, shortages of materials or supplies or any other cause beyond the control of such party ("Force Majeure"), provided that such party gives the other party written notice thereof promptly and, in any event, within fifteen (15) days of discovery thereof and uses its best efforts to cure the delay. In the event of such Force Majeure, the time for performance or cure shall be extended for a period equal to the duration of the Force Majeure but not in excess of three (3) months.

Severability. If any provision of this Agreement is held to be unenforceable or invalid, the other provisions shall continue in full force and effect.

Entire Agreement. This Agreement constitutes the sole and entire agreement of the parties with respect to the subject matter hereof and supersedes any prior oral or written promises, representations, warranties or agreements. There are no promises, covenants, warranties or undertakings other than those expressly set forth in this Agreement.

Late Fees, Costs and Attorneys Fees. A late payment charge of 1.5% per month, compounded monthly, shall apply to any payment due from Customer that is in arrears for a period of thirty (30) days or more from the date such payment first became due. In any legal action or arbitration proceeding brought on account of a

breach, the prevailing party shall recover from the other party all costs of litigation or arbitration, including reasonable attorneys fees.

Exclusive Jurisdiction and Venue. Any cause or action arising out of or related to this Agreement, including an action to confirm or challenge an arbitration award, may only be brought in the courts of applicable jurisdiction in Benton County, Arkansas, and the parties hereby submit to the jurisdiction and venue of such courts.

W. ADDITIONAL PROVISIONS

The following additional terms, conditions and covenants shall prevail if in conflict with any provision of the foregoing Agreement to which it is attached:

So agreed between the parties signing below.

By: _____

Printed Name: _____

Title: _____

Date: _____

By: _____

Printed Name: _____

Title: _____

Date: _____

SCHEDULE A

EQUIPMENT

Futura GIS Server & Client Specifications

Operating System	Windows Server 2016 R2 Standard
Processor	One - Intel® Xeon®(Quad Core) 3.35GHz, Turbo, 1866MHz
	✓ ESRI server software is licensed per processor core
RAM	24 GB or higher
Hard Disk	RAID 1 volume consisting of two SCSI 10,000rpm 300gb or larger drives RAID 5 volume consisting of three SCSI 10,000rpm 300gb or larger drives
RAID Controller	Controller card and backplane capable of supporting SCSI RAID 1 and RAID 5
Display	1024 x 768 or higher capable display
Video Card	24-bit capable graphics accelerator, OpenGL 1.2 or higher compliant with 64 MB or higher video memory
Optical Drive	DVD ROM, SATA, Internal
Power Supply	Dual, Hot-Plug, Power Supply Redundant
Database	Microsoft Windows SQL Server 2016 Standard License can purchased per processor core or per server + user/device CAL

GIS Client Spec	
	Recommended
Operating System	Windows 10 64 bit
Processor	Intel Core i7-2600 3.4 GHz
RAM	8 GB or higher
Hard Disk	160GB or larger 7200 RPM

Virtual GIS server setup should match the same specifications of a physical machine.

Hard/Virtual Disk (RAID) Requirements:

- The logical C:\ and D:\ drives are part of a RAID 5 array
- The logical E:\ drive is part of a RAID 1 or RAID 10 mirror as you get better read write performance from SQL Server out of mirrored disk array

Hard/Virtual Disk Size Minimums:

- C:\drive = 100 GB (operating system)
- D:\drive= 200 GB (program files, aerial images, SQL log files and backups)
- E:\drive = 100 GB (SQL server data files)

Futura OMS Server and Client Specification

Operating System	Windows Server 2016 R2 Standard
Processor	One - Intel® Xeon® E5-2667 v4 3.2GHz, 25M Cache, 9.60GT/s QPI, Turbo, HT, 8C/16T (135W) Max Mem 2400MHZ
RAM	32GB RDIMM, 2400MT/s, Dual Bank, x4 Data Width
Hard Disk	500GB – 1 TB Disk
RAID Controller	RAID 5 for S130 (3-8 SATA SSDs) S130, Software RAID (for Microsoft OS Only)
Display	1024 x 768 or higher capable display
Video Card	24-bit capable graphics accelerator, OpenGL 1.2 or higher compliant with 64 MB or higher video memory
Optical Drive	DVD ROM, SATA, Internal
Power Supply	Dual, Hot-Plug, Power Supply Redundant (1+1), 1100W
Database	PostgreSQL provided during implementation.

Hard Disk (RAID) Requirements:

- The logical C:\ and D:\ drives are part of a RAID 5 array

Hard Disk Size Minimums:

- C:\drive = 150 GB (operating system, application installs)
- D:\drive= 250 GB (log files, deployment software, other ancillary software installers for OMS)

Operating System	Windows 10 Professional English 64bit
Processor	Intel Xeon Processor E3-1270 v5 (Quad Core HT 3.6GHz, 4.0GHz Turbo, 8MB) or better
Memory	16GB (2x8GB) 2133MHz DDR4 ECC UDIMM or better
Hard Drive	2.5" 512GB SATA Class 30 Solid State Drive
RAID Controller	RAID 5 for S130 (3-8 SATA SSDs) S130, Software RAID (for Microsoft OS Only)
Graphics	Nvidia Quadro K1200 4GB Half Height (4 mDP)(4 mDP to DP adapters) or better
Monitors	At least two 22-24" monitors with high resolution.

Futura Flex Server and Client Specification

Operating System	Windows Server 2016 R2 Standard
Processor	One - Intel® Xeon®(Quad Core) 3.35GHz, Turbo, 1866MHz
RAM	24GB or higher
Hard Disk	3 – 400GB Solid State Drive SATA Mix Use MLC 6Gpbs 2.5in Hotplug Drive, S3610
RAID Controller	Controller card and backplane capable of supporting SCSI RAID 1 and RAID 5
Display	1024 x 768 or higher capable display
Video Card	24-bit capable graphics accelerator, OpenGL 1.2 or higher compliant with 64 MB or higher
Optical Drive	DVD ROM, SATA, Internal
Power Supply	Dual, Hot-Plug, Power Supply Redundant
Database	Microsoft Windows SQL Server 2016 Standard

Field Devices	iPad Pro 10.5", 11" or 12.9" WiFi + Cellular 64GB or higher iPad Mini 4 or higher WiFi + Cellular 64GB or higher iPad manufactured before March 7 th , 2012 are not compatible
Client Browser	Chrome – latest version
External GPS Devices	Trimble Pro Series: R2 GNSS, R1 GNSS EOS Arrow Series Gold, 200, 100, Arrow Lite Bad Elf GNSS Surveyor, GPS Pro +, GPS Pro

SCHEDULE B

LISTING LICENSED PROGRAMS AND FEES

Customer may select one or more of the following, Customer selected products will be reflected in Schedule D.

1. Futura GIS	First 25,000 active accounts	\$.03 per account/month
	Next 25,000 active accounts	\$.02 per account/month
	Over 50,000 active accounts	\$.01 per account/month
	Minimum Support	\$500.00/month
2. Futura Stake	First 25,000 active accounts	\$.02 per account/month
	Over 25,000 active accounts	\$.01 per account/month
	Stake Base Support	\$250.00 per month
	Minimum Support	\$450.00 per month
3. Futura OMS	First 25,000 active accounts	\$.04 per account/month
	Next 25,000 active accounts	\$.02 per account/month
	Over 50,000 active accounts	\$.01 per account/month
	Base Support	\$550.00 per month
	Minimum Support	\$1,000.00 per month
4. Futura Integration Support		\$500.00 per month
5. Futura Catalyst Webmap	Widget License	\$5,000.00 per widget
	Widget Support	\$100.00 per widget/month

6. Futura Field Pro Basic	License	\$10,000.00 onetime fee
	0-25 Licenses	\$500.00 per month
	Unlimited Licenses	\$750.00 per month
7. Futura Field Pro Inspection	0-25 Licenses	\$500.00 per month
	Unlimited Licenses	\$750.00 per month
8. Futura Field Pro Flex	1-5 Licenses	\$500.00 per month
	6-10 Licenses	\$1,000.00 per month
	11-25 Licenses	\$1,500.00 per month
	26-50 Licenses	\$2,250.00 per month
	Unlimited Licenses	\$3,000.00 per month
9. Futura Field Pro OMS	0-25 Licenses	\$500.00 per month
	Unlimited Licenses	\$750.00 per month

SCHEDULE C SUPPORT SERVICES

The following are core Support Services, the cost of which is included as part of the License Fee. (Other services provided by Futura shall be considered Special Order Services and shall be provided under the terms of this Agreement and stated in Schedule D.)

1. INITIAL TRAINING.

Refer to Schedule D.

2. CONTINUING SUPPORT.

Assist Customer in diagnosing Errors that occur when the Program is used by Customer in compliance with the Agreement. (Futura is not responsible for Errors caused by any hardware or any third party operating system or software package.)

Use reasonable best efforts to correct diagnosed Errors. Use reasonable best efforts to provide Releases that implement corrections and shall attempt to assist Customer in using the Program in a way that can avoid diagnosed Errors.

Use reasonable best efforts to keep the Program compatible with the then current version of the operating system of the computer hardware.

Provide Customer with new Releases made available to all Futura's customers for the Program licensed to Customer. The timing and content of Releases will be at the sole discretion of Futura.

Deliver Release to Customer. (All deliveries and shipments of Releases will be at Futura's expense.)

Perform remote diagnostics periodically or, on such other schedule as Futura deems appropriate based on reported errors. Use its best efforts to respond to Customer's notification of material errors on the same or next day as notification is given to Futura.

*Remote Support Services provided by other than on-site shall be performed only during Service Hours unless other arrangements are mutually agreed to by the parties in writing. "Support Hours" shall mean the hours of on-call service coverage under this Agreement which are from 7:00 a.m. to 6:00 p.m., EST, five (5) days (Monday - Friday) per week. On call hours may be cancelled or changed by Futura with 48 hours' notice. (Support outside of Service Hours may be provided at the rate of \$250 per hour with a one (1) hour minimum.)

Provide reasonable technical support by telephone concerning use of the Programs and diagnosis of problems or Errors.

Provide Customer with telephone number(s) and/or other contact information in order to allow Customer to accomplish the required notification and request information.

3. **CONDITIONS OF PROGRAM SUPPORT.**

Futura's obligation to provide Support Services shall be subject to the following conditions:

- Customer shall provide Futura with access at the Program Location(s) to its computer hardware, system software, and the Program and Customer data files with sufficient work space required to perform the Software Support. Customer shall also provide sufficient electrical current, telephone and power outlets for Futura's use in performing Software Support.

Customer shall also supply Futura with access to the computer hardware, system software, the Program and Customer data files through the use of LogMeIn Rescue and LogMeIn Central. The computer system must be equipped by Customer with hardware and communications software approved by Futura capable of originating telephone calls to and receiving calls from Futura. Specification for suitable communications hardware and software are available from Futura on request.

- No Default Event shall have occurred or Customer shall not have failed to perform its obligations which would, with the giving of notice and failure of Customer to cure, would constitute a Default Event.

SCHEDULE D
SPECIAL ORDER SERVICES/IMPLEMENTATION FEES

FUTURA QUOTE ATTACHED AT END OF AGREEMENT

Futura Systems Implementation - 150.00 per hour – 5000.00 minimum The Implementation fee applies to the implementation of all Futura software. (Fee does not include travel expenses. These charges will be billed separately.)

Futura/ESRI Software Training – Training is supplied on an as needed basis at a rate of \$125/hr. with a minimum of 24hrs. (+ travel related expenses) on the initial installation of a Futura product. Further on-site training services can be obtained by and will be provided at the same rate of \$125/hr.

Optional Training

Futura Product Onsite Training (3 days Minimum)	\$125/hr
Futura User's Conference-	\$1,000.00/person
Futura Spring & Fall User Training	\$125/hr

Services Fee/Cost

Service/Consulting Fees

Futura Systems can supply technical expertise for the purpose of verifying the data integrity of delivered data-sets from third party such as field mapping contractors. Futura cannot validate the accuracy of the collected data but can check that Futura Systems required fields and modeling practices have been correctly implemented.

Futura Systems can also supply data editing and other services including

- Loading and appending data into the existing Futura geodatabase.
- Editing and data input services.
- Software consulting, training and installation.
- Acquire ancillary data such as images, roads, etc.

Services are provided at a rate of \$200/hr. + travel expenses if necessary

- Special Programming \$250.00/hr.
- Regular Hours (7:00 a.m. to 6:00 p.m., EST)
- After Hours \$300.00/hr.

SCHEDULE E STATEMENT OF WORK

Futura will provide the labor and expertise required to convert data deliverables into the Futura data model. The following sections outline GIS, staking, and critical data modeling rules that must exist in the final Futura deliverable.

GIS Implementation Statement of Work

- Convert Existing data to the Futura GIS data model (modeling rules listed below)
- Install Futura GIS on GIS Server and 1 client machine
- Install ESRI ArcServer
- Install and Configure Asset Tracker
- Install and Configure Futura Data Import Wizard
- Install and Configure Billing & Accounting Integration Tools
- Configure 1 Master Default mxd
- Install Futura Server Utility tools for server management
- Install Futura Web Map Library
- Configure 1 Master Web Map mxd
- Configure Export to Engineering Analysis and OMS
- Configure Construction Unit Library
- Configure Futura ArcCatalog settings
- Install and Configure Futura AutoDeployment
- Install and Configure 1 Futura Mobile mxd
- Test GIS server and all configurations

Primary, Secondary Conductor and Equipment

- The Futura data model requires that primary conductor be modeled as follows; each single, 2 phase or three phase primary line section must be represented as one line or polyline segment between structures (pole or pads).
- Double or triple circuits are represented as separate parallel line sections (min. of 15-20 ft between lines).
- Line sections must be broken at poles, pads and meter locations.
- Line sections must be broken at transformers.
- Sectionalizing devices, capacitor, regulators and step transformers are modeled as “banked” devices; for example 3 single phase reclosers are represented as one feature, one record in the database with 3 recloser “assets” related in a separate table.
- Each primary line section must have a unique number.

Substation Source and Feeders

Futura will model a substation point feature that represents the substation transformer(s) and acts as the source point for the geometric network connectivity. Futura will also model a Feeder feature at the beginning of each circuit named using the substation number and circuit number.

Secondary Under-built

Secondary “under built” lines must be drawn as to not create a loop between the primary line.

Consumer Locations

Consumer locations must be snapped to a secondary line feature, this includes meter on pole situations and multi-meter banks.

Transformers

OH Transformers must be snapped to a Structure feature. Structures will also be created at pad transformer locations.

Lights

Lights are snapped to a pole (structure) feature.

Switches

Switches (disconnect) will be snapped to primary endpoints, each “Open” switch will be validated that it is not creating disconnected features and “Closed” switches not creating loops. Futura will communicate these situations to Customer for clarification as to the correct feed.

Sectionalizing Devices

Futura will model devices per Futura data model which require devices are located at primary line endpoints and are not snapped to Structure but are related to the Structure via the StructureGUID attribute.

Poles/Structures

Structures will be snapped to primary or secondary lines.

Landbase

Futura will import landbase layers into gdb with any additional data processing.

Model Connectivity

Futura will check the system for loops, disconnected features, phase compatibility and duplicate features. Futura will correct data problems to ensure a fully connected system model. Some errors may require Customer field verification or other expertise in order to fix them and these errors will be communicated to Customer for clarification.

Other data layers from external sources can be added to the database on a time & materials basis, the Futura service rate is \$150/hr.

Staking Implementation Statement of Work

- Install FuturaStake Client, PDF Factory and Crystal Reports run-time on 1 Staking computer.
- Install and configure Staking Server.
- Install Crystal Reports XI on Staking Server.
- Install ProjectTracker app and database.
- Configure the construction units for use in Futura – configure UnitsProperties, Units and configure staking symbology (units.style files).
- Configure job header table which includes adding fields and populating drop down list domains.
- Configure ProjectTracker settings, edit pages, 3 custom searches, integration settings, 1 job report and 4 standard work management reports.
- Configure the Staking Client appconfig.xml.
- Configure 1 custom Staking map document (.mxd)
- Configure 1 custom layout mxd
- Configure Custom Cover Page, Unit Summary and Locations List reports.
- Test PT integration – ImportFromFIS, ExportToMdb, ImportOpenJobs, Add New Job, Save Job.
- Test Staking Client – create “STK” job, edit Job Properties form, Add Locations, Create Favorites, Add Favorites, Add Material Only, Create PDF Staking Sheet, Check –In Job, Check –Out Job, Confirm Job got in Proposed, Confirm material checked-in correctly to PT and FIS.
- Test PostToGIS- confirm job posts to GIS correctly.

Additional implementation costs billed at \$150/hr. custom programming \$200/hr.

- Change order requests to enhancements;
- Staking symbology – changes to color, font size CU definitions etc.
- Staking Unit Classification changes
- Staking appconfig changes
- Staking Layout mxd changes
- Additional Layout mxd creation
- Additional Staking Reports- Estimation, Material Pick List etc.
- ProjectTracker page changes
- Adding additional fields to PT
- Custom code change requests

This does not include cost to work with a vendor to incorporate integrations not currently supported by Futura. Services will be billed at \$200/hr for the development of this capability.

Deliverables

- One ESRI ArcGIS 10.4x MS Access geodatabase. The database will conform to the FuturaMap data model and will be loaded into Futura GIS SQL Server database.
- One ArcGIS map document (mxd), this document is the “map” and it will be suitable for printing.
- FuturaGIS configuration files that will be customized for the successful editing of the geodatabase by utility staff.



FUTURA
SYSTEMS

Quotation

Quote #:
Date:
Expires On:

Q-01057-6
9/30/2020
10/30/2020

Futura Systems, Inc.

100 Ashford Center North Suite 360
Atlanta, GA 30338
Phone: (678) 906-2575
Email: sales@futuraegis.com

Prepared For

Wayman Thurman
Bentonville, City of
117 West Central Avenue
Bentonville, AR 72712-5256
(479) 271-3135
wthurman@bentonvillear.com

Bill To

Bentonville, City of
117 West Central Avenue
Bentonville, AR 72712-5256

SALESPERSON	EXT	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Andy Gappinger	x	andyg@futuraegis.com		Net 30

ESRI

QTY	NAME	DESCRIPTION	UNIT PRICE	DISC (%)	EXTENDED
1.00	ESRI SUELA	ESRI small utility enterprise license agreement	\$0.00		\$0.00
ESRI Total Costs:					\$0.00

Licenses

QTY	NAME	DESCRIPTION	UNIT PRICE	DISC (%)	EXTENDED
1.00	Catalyst License	Implementation fee associated with Catalyst widgets purchased.	\$5,000.00		\$5,000.00
Licenses Total Costs:					\$5,000.00

Maintenance

QTY	NAME	DESCRIPTION	UNIT PRICE	DISC (%)	EXTENDED
1.00	Catalyst Webmap	Browser web map monthly maintenance	\$100.00		\$100.00
1.00	Futura GIS	Monthly product support and maintenance	\$770.00		\$770.00
1.00	Futura Integration Support	Integration modules CIS, EA, Staking, OMS, IVR, AMI across modules.	\$500.00		\$500.00
Maintenance Total Costs:					\$1,370.00

Other Software

QTY	NAME	DESCRIPTION	UNIT PRICE	DISC (%)	EXTENDED
1.00	SSL Certificate	Required for a secure connection to Catalyst.	\$500.00	100.00	\$0.00
Other Software Total Costs:					\$0.00

Services

QTY	NAME	DESCRIPTION	UNIT PRICE	DISC (%)	EXTENDED
1.00	GIS Conversion	GIS data conversion fee.	\$55,000.00		\$35,000.00
1.00	Assets Configuration	Asset management module setup and configuration for 2 named assets	\$5,000.00		\$5,000.00
1.00	GIS Server Configuration	GIS server configuration and setup	\$850.00		\$850.00
Services Total Costs:					\$40,850.00

Training

QTY	NAME	DESCRIPTION	UNIT PRICE	DISC (%)	EXTENDED
32.00	GIS Training	GIS onsite training conducted on hourly basis	\$125.00		\$4,000.00
Training Total Costs:					\$4,000.00

Monthly Maintenance: \$1,370.00

Upfront Cost: \$49,850.00

ESRI Cost: \$0.00

The City of Bentonville has the Small Utility Enterprise License Agreement. Remote training is billed as-used.
The SSL Certificate is required by the Catalyst webmap and will be supplied by the City of Bentonville.

Terms & Conditions

Pricing is valid for 30 days from date above, and does not include applicable sales tax or shipping charges.

Signature: _____

Effective Date: ____/____/____

Name (Print): _____
Please complete DocuSign to finalize quote and notify Andy Gappinger

Title: _____

Futura GIS Server Specifications

Operating System	Windows Server 2016
Processor	One - Intel® Xeon® (Quad Core) 3.5 GHz, 1866 MHz*
RAM	24 GB or higher
Hard Disk	RAID 1 volume consisting of two SCSI 10,000rpm 300gb or larger drives RAID 5 volume consisting of four SCSI 10,000rpm 300gb or larger drives**
RAID Controller	Controller card and backplane capable of supporting SCSI RAID 1 and RAID 5
Display	1024 x 768 or higher capable display
Video Card	24-bit capable graphics accelerator, OpenGL 1.2 or higher compliant with 64 MB or higher video memory
Optical Drive	DVD ROM
Power Supply	Dual, Hot-Plug, Power Supply Redundant
Database	Microsoft Windows SQL Server 2017 Standard Licenses (CALs) can be purchased per processor core or for server + user/device CAL***

*A virtual GIS server setup is like you'd set up a physical box. For example, if the processor minimum is single quad core Xeon 3.5 GHz then the VM equivalent would be 8 (4 physical/4 virtual) cores running Xeon 3.5 GHz or greater. Memory/RAM would be same whether physical or virtual server. Disk space would be something like below...

Create one VHD for C:\ and D:\ drives and another VHD for E:\ drive to mimic our physical server recommendations.

**Hard/Virtual Disk (RAID) Requirements (adjust drive partition letters as needed):

- The logical C:\ and D:\ drives are part of a RAID 5 array
- The logical E:\ drive is part of a RAID 1 or RAID 10 mirror as you get better read write performance from SQL Server out of mirrored disk array

Hard/Virtual Disk size minimums (adjust drive partition letters as needed):

- C:\ drive - 100 GB (operating system)
- D:\ drive - 200GB (program files, aerial images, SQL log files and backups)
- E:\ drive - 100GB (SQL server data files)

Note: If a customer is using Futura Staking, Microsoft Access 2010 or above is required be installed on the GIS server. SAP Crystal Reports 2013 is also required for the GIS server. This does not have to be the server edition, just a standalone copy.

Futura GIS Server Specifications

*** Server + user/device CALs is the most commonly selected licensing option given the break-even cost b/w core and Server + user/device CAL licensing.

https://blogs.technet.microsoft.com/uspartner_ts2team/2011/11/30/a-concise-sql-server-2012-licensing-overview/

<https://www.microsoft.com/licensing/CalTool/>

Virtualization and ArcGIS Server

<https://blogs.esri.com/esri/arcgis/2011/02/17/arcgis-server-virtualization-dos-and-donts/>

<http://server.arcgis.com/en/server/latest/install/windows/virtualization-and-arcgis-server.htm>

Futura GIS Client Specifications

The following are specifications Futura Systems staff use for a Desktop or Laptop computers capable of running ESRI ArcGIS 10.4 & FuturaGIS 3.3 applications

Desktop Workstation

Processor

Intel® Core™ i3 Dual Core Processor 530 with VT (2.93GHz, 4M) or

Intel® Core™ i5 Dual Core Processor 660 with VT (3.33GHz, 4M) *

Operating System (OS)

Genuine Windows® 7 Pro 64bit with SP1 or Windows® 8.1 Pro 64bit or Windows 10 Pro 64bit

Memory (RAM)

8.0GB DDR3 Non-ECC SDRAM, 1333MHz, (4DIMM)

Hard Drive

160GB 3.5" SATA II, 6.0Gb/s Hard Drive

Graphics

NVIDIA Quadro P400, 2GB, 3 mDP to DP adapter 5820T or higher; OpenGL V2.0 or Shader Model 3.0 or higher compatibility is recommended.

*recommended

Laptop (or Workstation Replacement)

Processor

Intel® Core™ i5-540M (2.53GHz, 3M cache) with Turbo Boost Technology

Operating System (OS)

Genuine Windows® 7 Pro 64bit with SP1 or Windows® 8.1 Pro 64bit or Windows 10 Pro 64bit

Memory (RAM)

8.0GB, DDR3-1066MHz SDRAM, 2 DIMMS

Hard Drive

250GB 7200rpm Hard Drive

Graphics

512MB NVIDIA® NVS 3100M

Note: Staking computers require Microsoft Access 2010 or above to be installed.

Specifications are based on general ESRI Desktop System Requirements



Quotation

Quote #:
Date:
Expires On:

Q-01812-1
9/9/2020
12/30/2020

Futura Systems, Inc.

100 Ashford Center North Suite 360
Atlanta, GA 30338
Phone: (678) 906-2575
Email: sales@futuraegis.com

Prepared For

Wayman Thurman
Bentonville, City of
117 West Central Avenue
Bentonville, AR 72712-5256
(479) 271-3135
wthurman@bentonvillear.com

Bill To

Bentonville, City of
117 West Central Avenue
Bentonville, AR 72712-5256

SALESPERSON	EXT	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Andy Gappinger	x	andyg@futuraegis.com		Net 30

Maintenance

QTY	NAME	DESCRIPTION	UNIT PRICE	DISC (%)	EXTENDED
12.00	Futura Flex	Monthly maintenance based on seats	\$1,500.00		\$1,500.00
1.00	Field Pro Basic	iOS mobile app for field crews	\$500.00		\$500.00
1.00	Futura Stake	Monthly product support and maintenance	\$510.00		\$510.00
1.00	Stake Base Fee	Monthly base fee for Futura Stake	\$250.00		\$250.00
Maintenance Total Costs:					\$2,760.00

Licenses

QTY	NAME	DESCRIPTION	UNIT PRICE	DISC (%)	EXTENDED
1.00	Field Pro License Fee	License fee for the Field Pro app.	\$10,000.00		\$10,000.00
Licenses Total Costs:					\$10,000.00

Services

QTY	NAME	DESCRIPTION	UNIT PRICE	DISC (%)	EXTENDED
1.00	Indigo Flex Module	Setup and configuration of the Indigo Flex dispatch module price based on complexity of the scope.	\$5,000.00		\$5,000.00
1.00	Flex Server Configuration	Flex server configuration and setup	\$850.00		\$850.00
1.00	Indigo Projects	Indigo Work order module set up and configuration	\$5,000.00		\$5,000.00
1.00	Staking Configuration	Setup and implementation services.	\$8,500.00		\$8,500.00
Services Total Costs:					\$19,350.00

Training

QTY	NAME	DESCRIPTION	UNIT PRICE	DISC (%)	EXTENDED
15.00	Flex Training	Flex remote training conducted on hourly basis	\$125.00		\$1,875.00
12.00	Field Pro Training	Field Pro remote training conducted on hourly basis	\$125.00		\$1,500.00
32.00	Stake Training	Stake onsite training conducted on hourly basis	\$125.00		\$4,000.00
Training Total Costs:					\$7,375.00

Other Software

QTY	NAME	DESCRIPTION	UNIT PRICE	DISC (%)	EXTENDED
1.00	SAP Crystal Reports	License of SAP Crystal Reports	\$500.00		\$500.00
1.00	Microsoft Access	Required to run Futura Stake	\$0.00		\$0.00
Other Software Total Costs:					\$500.00

Monthly Maintenance: \$2,760.00

Upfront Cost: \$36,725.00

ESRI Cost: \$0.00

The City of Bentonville has the Esri Small Utility Enterprise License Agreement.

Terms & Conditions

Pricing is valid for 30 days from date above, and does not include applicable sales tax or shipping charges.

Signature: _____

Effective Date: ____/____/____

Name (Print): _____

Title: _____

Please complete DocuSign to finalize quote and notify Andy Gappinger

FieldPro iPad Hardware Document

Futura FieldPro is designed to work with any of the iPads available on the Apple website.

<http://www.apple.com/ipad/compare/>

For the best possible experience Futura recommends the 10.5 inch iPad Pro (or newer) Wi-Fi + Cellular

Futura FieldPro is designed for iOS 13.1 and higher

Futura FieldPro is **not** compatible with iOS < 9.0 and iPads manufactured before March 7, 2012

GPS and iPad/FieldPro

Wi-Fi only iPad's do **not** include a GPS receiver. GPS is included in the Wi-Fi + Cellular model iPads only.

An external GPS, such as the ones below, can be used with a Wi-Fi Only or Wi-Fi + Cellular iPad.

- Trimble Pro Series: R2 GNSS, R1 GNSS
- EOS Arrow Series: Gold, 200, 100, Arrow Lite
- Bad Elf: GNSS Surveyor, GPS Pro+, GPS Pro

Futura Flex

Server Requirements (if using separate server for Flex)

- Windows Server 2012-2016
- MS SQL Server 2012-2016
- 4+ processor cores
- 24 GB RAM
- 500 GB – 1 TB disk

Client Requirements

- Browser – Chrome (latest version)

Field Devices

- iPad
 - iPad Pro 10.5", 11" or 12.9" Wi-Fi + Cellular 64GB or 128GB
 - iPad Mini 4 Wi-Fi + Cellular 64GB or 128GB
 - iPads manufactured before March 7, 2012 are **not** compatible
 - An external GPS, such as the ones below, can be used with a Wi-Fi Only or Wi-Fi + Cellular iPad:
 - o Trimble Pro Series: R2 GNSS, R1 GNSS
 - o EOS Arrow Series: Gold, 200, 100, Arrow Lite
 - o Bad Elf: GNSS Surveyor, GPS Pro +, GPS Pro
- iOS
 - o Minimum version 9.2.1
 - o Recommended version: 13.3 (current as of 01/09/2020)

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND
CLERK TO ENTER INTO AN AGREEMENT WITH
FUTURA SYSTEMS, INC TO PROVIDE CERTAIN
SOFTWARE FOR THE CITY OF BENTONVILLE.**

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

Section 1: That the Mayor and Clerk be and are hereby authorized to enter into an agreement with Futura Systems, Inc. to provide mapping, design and workforce management software to the Bentonville Electric Utilities Department, 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



Agenda Item Form

Date of City Council Meeting	10/27/2020
Department	Electric
Submitted by	Travis Matlock
Phone	479-271-5941

Item Type: (Check All That Apply)					
☒ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☐ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
A budget adjustment moving \$61,100.00 from Underground Primary to Computer Software in order to cover the costs of Future and DataVoice converting the existing BEUD AutoCAD map to ESRI.					

Estimated Cost	\$
Is this Item Budgeted?	☐ Yes ☐ No
If no, please explain how item will be funded (briefly explain in space below):	



117 West Central Avenue, Bentonville, AR 72712
www.bentonvillear.com
PLEASE RECYCLE





Budget Adjustment Request

Date of City Council Meeting	10/27/2020
Department	Electric Department
Submitted by	Travis Matlock
Phone	479-271-5941

Purpose of Budget Adjustment <i>(Enter purpose in space below):</i> The purpose of the budget adjustment is to allow Futura Systems, Inc. to begin the conversion of BEUD's existing AutoCAD map into an ESRI based map, lining up with the other City of Bentonville GIS maps.
--

General Ledger Account Information*				
Org (Department)	Object	Account Description	Revenue + (-)	Expense + (-)
503010.00	47313.00	Improv's - Underground Primary		\$ 61,100.00
503010.00	47510.00	Computer Software		\$ (61,100.00)
			Totals	\$ - \$ -
			Net Impact on Fund Balance	\$ -
*Final Account Number will be determined by Accounting Department after approval and purchase				



117 West Central Avenue, Bentonville, AR 72712
www.bentonvillear.com
 PLEASE RECYCLE





Agenda Item Form

Date of City Council Meeting	10/27/2020
Department	Library
Submitted by	Hadi Dudley
Phone	(479) 271-3194

Item Type: (Check All That Apply)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☒ Ordinance	☐ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
An ordinance granting the Library Advisory Board authority to approve naming recognitions related to fundraising efforts for Bentonville Public Library.					

Estimated Cost	\$0
Is this Item Budgeted?	☐ Yes ☐ No
If no, please explain how item will be funded (briefly explain in space below):	



117 West Central Avenue, Bentonville, AR 72712
www.bentonvillear.com
PLEASE RECYCLE





Memorandum

TO: Mayor Stephanie Orman
Bentonville City Council

FROM: Hadi Dudley, Library Director

CC: Camille Thompson, Staff Attorney

SUBJECT: An Ordinance delegating to the Library Advisory Board the ability to provide for recognitions with regard to fundraising for the library

DATE: October 15, 2020

Bentonville Public Library (BPL) seeks City Council approval of an ordinance granting the Library Advisory Board authority to approve naming recognitions related to fundraising efforts for Bentonville Public Library.

The Bentonville Public Library property located at 405 South Main Street was purchased by the City of Bentonville from the Bentonville Library Foundation (Resolution 08-25-20 D).

As City-owned property, the ordinance is important to establish in preparation for the Library's capital development and future growth. The arrangement will streamline fund development opportunities and facility recognition responsibilities for Bentonville Public Library and the Bentonville Library Foundation.

Members of the Library Advisory Board formally consented to accept authority to approve naming recognitions during its board meeting held on October 13, 2020.

If you have any questions, please contact me at 479-271-3194 or hdudley@bentonvillear.com.

Hadi S. Dudley, Library Director
Bentonville Public Library

ORDINANCE NO. _____

**AN ORDINANCE DELEGATING TO THE LIBRARY ADVISORY BOARD
THE ABILITY TO PROVIDE FOR RECOGNITIONS WITH REGARD TO
FUNDRAISING FOR THE LIBRARY**

WHEREAS, the City recently entered into a contract with the Bentonville Library Foundation through which the property where the City library is situated was deeded from the Foundation to the City, and

WHEREAS, the contract, approved by the Bentonville City Council in Resolution 08-25-20 D, includes a provision that with regard to an upcoming fundraising campaign for the library, as follows:

To the extent donors are offered recognition or seek recognition as part of their donation, in the form of temporary or enduring placement of a name, logo, or similar identifying mark on City property or otherwise in City facilities, such plans for recognition shall be considered initially by the Foundation, and if approved there, shall be passed to the Library Advisory Board for final consideration and approval.

Authority as the City's approving body for this particular policy must be granted to the Library Advisory Board by the Bentonville City Council.

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

Section 1. That the City's Library Advisory Board is granted the authority to give final approval on behalf of the City with regard to recognition of donations to or for the benefit of the City's library, said recognition to be in the form of temporary or enduring placement of a name, logo, or similar identifying mark on City property associated with the City's library or otherwise in City facilities associated with the library.

PASSED AND APPROVED THIS _____ DAY OF _____, 2020.

APPROVED: _____
HON. STEPHANIE ORMAN, Mayor

ATTEST: _____
HON. KIRBY ROMINES, City Clerk



Agenda Item Form

Date of City Council Meeting	10/27/2020
Department	Library
Submitted by	Hadi Dudley
Phone	(479) 271-3194

Item Type: (Check All That Apply)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☒ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Resolution authorizing the Mayor and City Clerk to enter into an agreement with Turner Revocable Trust, Charles H. & Marilyn S., & Hawkins, Lawrence H. & Linda J., in the amount of \$850,000.00, plus closing costs estimated at \$9,000.00 and including \$10,000.00 earnest money, for the purchase of the property located at 401 South Main Street. Additional costs totaling \$19,800.00 will fund other services associated with the purchase. The property will provide greater expansion opportunities for Bentonville Public Library.					

Estimated Cost	\$878,800
Is this Item Budgeted?	☐ Yes ☒ No
If no, please explain how item will be funded (briefly explain in space below):	
The purchase will be funded by the City of Bentonville's General Fund Reserves and Library Capital funds that can be reallocated.	



117 West Central Avenue, Bentonville, AR 72712
www.bentonvillear.com
PLEASE RECYCLE





Memorandum

TO: Mayor Stephanie Orman
Bentonville City Council

FROM: Hadi Dudley, Library Director

CC: Camille Thompson, Staff Attorney; Jake Harper, Finance Director

SUBJECT: A Resolution to Purchase the property located at 401 South Main Street

DATE: October 15, 2020

Bentonville Public Library (BPL) seeks City Council approval for the Mayor and City Clerk to execute an agreement with Turner Revocable Trust, Charles H. & Marilyn S., & Hawkins, Lawrence H. & Linda J., in the amount of \$850,000, plus closing costs estimated at \$9,000 and including \$10,000 earnest money, to purchase the property located at 401 South Main Street. The purchase will be funded by the City of Bentonville's General Fund Reserves.

Acquiring this property will provide a solid foundation for Bentonville Public Library's future expansion. With the City's recent purchase of the existing library property from the Bentonville Library Foundation (Resolution 08-25-20 D), and BPL's Needs Assessment study underway (Resolution 09-8-20 D), the time is right for this particular purchase. It will allow MSR Design to determine the best case scenario for the Library's growth.

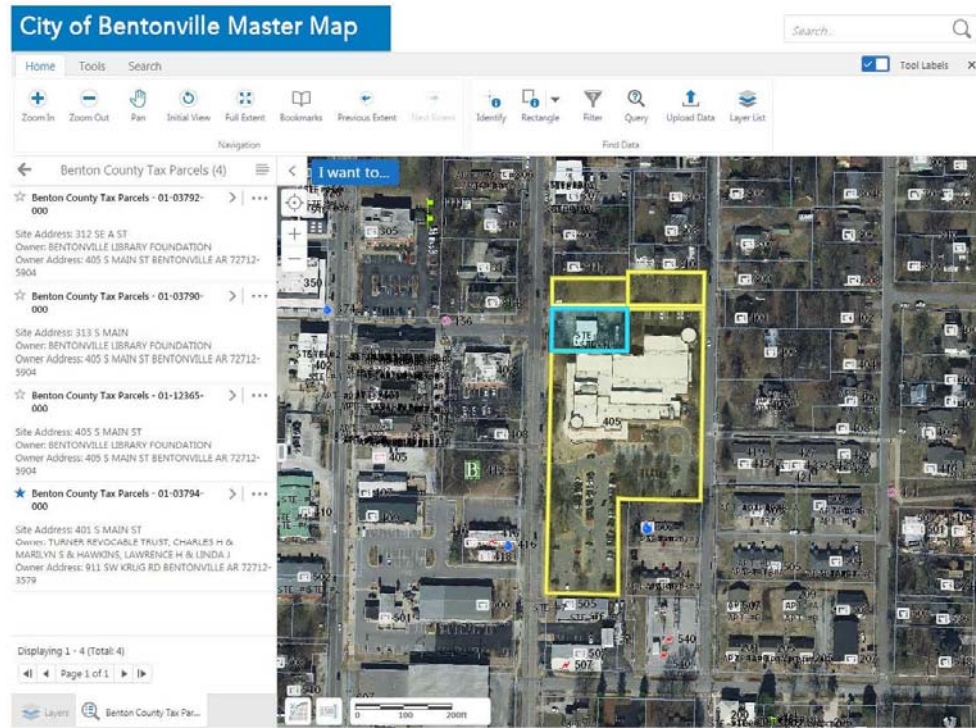
The attached exhibit includes the full offer and acceptance terms. Additional services included in the agreement will incur expenditures totaling up to \$19,800 (ALTA survey, appraisal and future demolition and removal of the structure situated on the property). This cost will be absorbed by the Library's existing capital budget by reallocating "frozen" funds from a project not implemented this year.

The total costs associated with this purchase is \$878,800.00.

If you have any questions, please contact me at 479-271-3194 or hdudley@bentonvillear.com.

Hadi S. Dudley, Library Director
Bentonville Public Library

Illustration



Highlighted in Yellow

312 S Main Street and 312 SE A Street: two parcels owned by the Bentonville Library Foundation, just north of Bentonville Public Library.

405 South Main: the property recently purchased by the City of Bentonville from the Library Foundation (City Resolution No. 8-25-20 D).

Highlighted in Blue

401 S Main Street: the property for purchase, parcel ID 01-03794-000 at .32 acres
Owners: Turner Revocable Trust, Charles H. & Marilyn S. & Hawkins, Lawrence H. & Linda J.

OFFER AND ACCEPTANCE

PARTIES: the City of Bentonville, Arkansas, as "Buyer", and TURNER REVOCABLE TRUST, CHARLES H & MARILYN S & HAWKINS, LAWRENCE H & LINDA J, as "Seller", hereby agree that the Seller shall sell and Buyer shall buy the following property upon the following terms and conditions:

1. DESCRIPTION:

- a) Legal description of real estate ("Property") located in Benton County, Arkansas:
Lot 17 Block 3 Railroad Addition as shown on Plat Record "A" Page 66.
- b) Street address, if any, of the Property being conveyed is:
401 S MAIN ST
- c) Personal property including all buildings and improvements on the property and all right, title and interest of Seller in and to adjacent streets, roads, alleys and rights-of-way, provided, however, that the school bus on the property and all beauty salon and barbershop equipment shall be removed by Seller prior to closing.

2. PURCHASE PRICE: \$ 850,000.00 cash on closing.

3. EARNEST MONEY: Buyer shall deposit with the title insurance company, as escrowee, within five (5) days after the last execution of this Contract, TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00), as earnest money, to be credited against the purchase price at closing. If Buyer defaults under this Contract and fails to cure the default within 10 days after receipt of written notice from Seller, then, upon demand of Seller, the earnest money shall be forfeited as liquidated damages, and not as a penalty; and this Contract shall become null and void. If this Contract is terminated for any reason other than Buyer's default, the earnest money shall be returned to Buyer.

4. SURVEY & TITLE COMMITMENT; PERMITTED EXCEPTIONS:

Buyer shall obtain, at Buyer's sole expense, a preliminary title insurance commitment for the Property showing fee simple title in Seller, issued by the Escrow Agent in its capacity as a licensed agent for a nationally recognized title insurer acceptable to Buyer (the "Title Commitment"). At Closing, such insurer, at Buyer's sole expense, shall issue to Buyer an owner's title insurance policy in the amount of the Purchase Price (the "Title Policy"). The Title Commitment and the Owner's Title Policy shall be subject only to liens, encumbrances, exceptions or qualifications set forth in this Contract or otherwise acceptable to Buyer, and in the case of the Title Commitment, those items which shall be discharged by Seller at or before closing. Buyer shall have twenty (20) days from the date of receiving Title Commitment to examine it. If title is found defective, if Buyer has objections to the Survey (as defined below) or the issuer of the Title Commitment has not provided satisfactory assurances that the Title Requirements will be met, Buyer shall notify Seller in writing, within twenty (20) days from the date of receiving the Title Commitment specifying the

objection(s) to the Title Commitment or Survey. If the objection(s), in Buyer's opinion, renders title unmarketable, uninsurable, or the objections affect Buyer's intended use of the Property, development of the Project, ability to obtain construction and permanent financing for the Project or contain terms Buyer deems unreasonable, Seller will have thirty (30) days from receipt of such notice within which to attempt to remove such objection(s) to the Title Commitment or Survey. Seller agrees that it shall use a diligent, good faith effort to correct any objection(s), provided, however, Seller shall not be required to spend an amount it deems unreasonable to correct any such objections. If Seller is unsuccessful in removing such objection(s) within said time, Buyer shall have the option of (i) extending such time period, (ii) accepting the title as it then is, or (iii) rescinding this Contract and thereupon Buyer and Seller shall be released, as to one another, of all further obligations and all damages arising under this Contract.

Seller will deliver to Buyer a copy of any survey of the Property in Seller's possession. Buyer shall have the right to obtain an ALTA survey of the Property or such other type of survey as Buyer deems appropriate (the "Survey") at Buyer's cost. Subject to approval of the Survey by Buyer, the legal description of the Property contained in the Survey will be the description of the Property used in the Deed. Seller shall cooperate with Buyer to complete any necessary property line adjustments or other actions that may be required to clean up the legal description or survey.

5. **BUYER'S REQUIREMENTS:** Buyer shall undertake to remove the conditions to closing contained in this Contract in a timely manner; provided, however, Buyer has the right to terminate this Contract for any reason or no reason so long as the right of termination is exercised in a timely manner. Seller agrees to cooperate fully with Buyer with respect to Buyer's efforts to obtain all relevant information pertaining to the Property and the permitted uses of it. In the event such conditions cannot reasonably be removed, satisfied, or met or if Buyer determines that the Property is not satisfactory for Buyer's contemplated real estate development on the Property (the "Project"), Buyer may terminate this Contract. In all cases, Buyer's sole opinion and judgment shall determine whether Buyer's requirements have been satisfied or met. In the event Buyer does not notify Seller in the manner set forth in paragraph 13(a) of the failure of a condition or Buyer's decision to terminate within ninety (90) days of the Council Approval Date (the "**Buyer's Inspection Period**" or the "**Inspection Period**"), all of Buyer's conditions shall be deemed satisfied.

Buyer may, but is not required to, engage the services of an appraiser for the Property to ensure that the property appraises at cost or higher. In the event that the appraisal comes in lower than cost, the Parties will have the opportunity to renegotiate (with a new purchase price having to be approved by City Council) or the Seller will have the opportunity to have an appraisal performed (at Seller's cost) and the Buyer will have the opportunity to accept or decline the appraisal.

6. **ENVIRONMENTAL WARRANTIES:** Seller represents and warrants that to its actual knowledge, information, and belief, no unlawful toxic substances, hazardous substances, or hazardous waste materials regulated under any applicable federal, state, or local laws have been produced, used, stored, or disposed upon the Property in violation of applicable laws and

regulations or that the Property contains or encompasses any wetlands as that term is defined under the Clean Water Act. Seller shall provide Buyer within the timeframe set forth in Paragraph 7 with copies of all environmental assessments, reports, or studies prepared for Seller's use or benefit. In addition, Buyer has permission to commission its own Phase I Environmental Site Assessment (the "ESA") of the Property, the scope of which will be determined by Buyer. If the ESA indicates that the Property presents matters that require remediation, Buyer shall notify Seller under the terms and conditions in paragraph 13(a).

7. OPTION TO MITIGATE: If the ESA indicates that the Property presents any matters that require remediation, Buyer shall first advise Seller in writing ("**Buyer's Notice**") of those items identified in the ESA of which Buyer requires remediation, and allow Seller its Option to Mitigate hereunder prior to Buyer being able to exercise any right to terminate this Contract. Within ten (10) days of receipt of Buyer's Notice, Seller shall advise Buyer in writing ("**Seller's Response**") whether or not it shall remedy some or all of the items specified in Buyer's Notice. Seller shall have up to one hundred twenty (120) days to remedy those items, if it so chooses, at its sole cost and expense, during which time this Contract shall remain in effect. At the end of the earlier of one hundred twenty (120) days or upon Seller's written notification to Buyer that it has completed the remediation, Buyer shall have twenty (20) days to either satisfy itself that the items in Buyer's Notice have been remedied or to advise Seller that it is terminating this Contract. If Seller's Response advises Buyer that it will not correct some or all of the items specified in Buyer's Notice then Buyer, within ten (10) days after receipt of Seller's Response, shall advise Seller in writing that it shall (i) accept such items "AS IS" and/or correct them itself after the Closing, all without reduction in the Purchase Price, or (ii) elect to terminate this Contract.

8. SELLER DOCUMENTS: Seller agrees to deliver to Buyer within ten (10) days of the Effective Date copies of the following: all title insurance policies and surveys; all plats, covenants, deeds, easements, development plans, construction plans, if any; and environmental reports relating to the Property (collectively, the "**Seller Documents**"). Buyer shall return all Seller Documents if the Closing does not occur and shall keep the Seller Documents confidential to the best of its ability.

9. SELLER'S REPRESENTATION AND WARRANTIES: Seller represents and warrants as to following matters:

- a) there is no action, suit, or proceeding pending, or to Seller's actual knowledge and belief, threatened or contemplated against or affecting, either directly or indirectly, the Property; and
- b) the Property is not located within any wetlands area as determined under the Clean Water Act and applicable FEMA maps and there is no application currently pending regarding the same.

10. RISK OF LOSS: All risk of loss to the Property shall remain with Seller prior to Closing. If any improvements on the Property are damaged prior to Closing and Seller is either unable or unwilling to restore the Property to the condition it was as of the Effective Date, at Buyer's sole option, Buyer may (i) elect to terminate this Contract or (ii) elect to take the Property as it then is, together with any insurance proceeds payable by virtue of such loss or damage. If

Buyer elects to terminate this Contract, Buyer and Seller shall be released, as to one another, of all obligations and liabilities under this Contract.

11. REPAIR AND MAINTENANCE: Between the Effective Date and the date of Closing, Seller shall maintain the Property in substantially the same condition the Property was in on the Effective Date. Further, Seller agrees not to enter into, extend, or renew beyond closing any agreement covering any portion of the Property (or real property contiguous to the Property) or which might change the status, condition, or commercial marketability of the Property without the prior written approval of Buyer.

12. PROVISIONS WITH RESPECT TO CLOSING:

- a) Closing Date. The consummation of the transaction contemplated by this Agreement ("Closing") shall take place at such place as designated by Seller on or before December 31, 2020, or at such earlier date as agreed mutually, unless extended by other provisions hereof.
- b) Seller's Obligation at Closing. At Closing, Seller shall furnish good and marketable title at closing and execute, acknowledge, and deliver to Buyer a Warranty Deed conveying the Property to Buyer subject to:
 - (i) taxes and assessments for year of closing and subsequent years;
 - (ii) restrictions, easements and zoning ordinances of record, if any;
 - (iii) public utility easements of record, if any.
- c) Buyer's Obligations at Closing. Subject to the terms, conditions and provisions hereof, and concurrently with the performance by Seller of its obligations set forth in Section IV b) above, Buyer shall deliver to Seller cashier's check or other immediate local funds in the amount set forth in Section II of this Agreement.
- d) Closing Costs.
- e) Buyer shall equally pay all costs and expenses in connection with the Closing (except any real estate commissions, which shall be the responsibility of Seller), including the following:
 - (i) Documentary stamps which are required to be affixed to the Warranty Deed;
 - (ii) The intangible tax required by law on the mortgage.
 - (iii) All recording costs, including recording of the deed, mortgage, and any documents required in connection with the title insurance commitment.
 - (iv) The premium payable for the title commitment and title policy issued pursuant thereto, if any.
 - (v) Survey work.
- f) Proration of Taxes. Taxes for the year of the Closing shall be prorated to the date of Closing. If the Closing shall occur before the tax rate is fixed for the then current year, the

apportionment of taxes shall be upon the basis of the tax rate of the preceding year applied to the latest assessed valuation.

13. OTHER CONTRACTUAL PROVISION:

a) Notices. Any notice to be given or to be served upon any party hereto, in connection with this Agreement, must be in writing, and may be given by certified mail and shall be deemed to have been given and received when a certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States Mail; and if given otherwise than by certified mail, it shall be deemed to have been given when delivered to and received by the party to whom it is addressed. Such notices shall be given to the parties hereto at the addresses stated above.

Any party hereto may, at any time by giving five (5) days' written notice to the other party hereto, designate any other address in substitution of the foregoing address to which such notice shall be given and other parties to whom copies of all notices hereunder shall be sent.

b) Assignability. The Buyer is prohibited from assigning all or any part of this Agreement.

c) Entire Agreement; Modification. This Agreement embodies and constitutes the entire understanding between the parties with respect to the transaction contemplated herein. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged, or terminated except by an instrument in writing signed by the party against which the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.

d) Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Arkansas.

e) Headings. Descriptive headings are for convenience and shall not control or affect the meaning or construction of any provision of this Agreement.

f) Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their successors and assigns.

g) Counterparts. This Agreement may be executed in several counterparts, each constituting a duplicate original, but all such counterparts constituting one and the same Agreement.

h) Interpretation. Whenever the context hereof shall require, the singular shall include the plural, the male gender shall include the female gender and the neuter, and vice versa.

i) Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

k) Time for Acceptance & Effective Date. If this offer is not executed by both parties hereto on or before October 9, 2020, this offer shall thereafter be null and void. The date of the Agreement ("Effective Date") shall be the date when the last one of the Seller and Buyer has signed this offer.

l) City Council Approval. This contract is conditioned upon the City of Bentonville receiving Approval from the Bentonville City Council to acquire this property pursuant to the terms and conditions herein. It is understood that City Council approval will not occur until after the offer is executed.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Witnesses: "Seller" (TURNER REVOCABLE TRUST, CHARLES H & MARILYN S & HAWKINS, LAWRENCE H & LINDA J) by:

Turner Revocable Trust By:

Date: 10-6-2020

Lawrence H. & Linda Hawkins By:

Date: 10/6/20

By:

"Buyer" (The City of Bentonville, Arkansas) by:

Date: 10-2-2020

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND THE CITY
CLERK TO ENTER INTO AN AGREEMENT WITH TURNER
REVOCABLE TRUST, CHARLES H & MARILYN S, &
HAWKINS, LAWRENCE H & LINDA J**

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to enter into an agreement with the Turner Revocable Trust, Charles H. & Marilyn S., & Hawkins, Lawrence H. & Linda J. for the purchase of the property located at 401 South Main Street in the amount of \$850,000.00 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



Agenda Item Form

Date of City Council Meeting	10/27/2020
Department	Library
Submitted by	Hadi Dudley
Phone	(479) 271-3194

Item Type: (Check All That Apply)					
☒ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☐ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Budget adjustment for City Council approval to purchase the property located at 401 South Main Street in the amount of \$850,000.00, plus closing costs estimated at \$9,000.00 and including \$10,000.00 earnest money. Additional costs totaling \$19,800.00 will fund other services associated with the purchase.					

Estimated Cost	\$878,800
Is this Item Budgeted?	☐ Yes ☒ No
If no, please explain how item will be funded (briefly explain in space below):	
The purchase will be funded by the City of Bentonville's General Fund Reserves and Library Capital funds that can be reallocated.	



117 West Central Avenue, Bentonville, AR 72712
www.bentonvillear.com
PLEASE RECYCLE





Budget Adjustment Request

Date of City Council Meeting	10/27/2020
Department	Library
Submitted by	Hadi Dudley
Phone	(479) 271-3194

Purpose of Budget Adjustment <i>(Enter purpose in space below):</i> A Budget Adjustment for City Council approval to purchase the property located at 401 South Main Street in the amount of \$850,000, plus closing costs estimated at \$9,000 and including \$10,000 earnest money. Additional costs totaling \$19,800 will fund other services associated with the purchase. The total costs associated with this purchase is \$878,800.00.
--

General Ledger Account Information*				
Org (Department)	Object	Account Description	Revenue + (-)	Expense + (-)
105050	47210	Capital - Plant & Building	\$ -	\$ 859,000.00
105050	47210	Capital - Plant & Building	\$ -	\$ 19,800.00
105050	47520	Capital - Computer Equip	\$ -	\$ (19,800.00)
			\$ -	\$ -
			Totals	\$ -
			Net Impact on Fund Balance	\$ (859,000.00)

*Final Account Number will be determined by Accounting Department after approval and purchase



117 West Central Avenue, Bentonville, AR 72712
www.bentonvillear.com
PLEASE RECYCLE





Agenda Item Form

Date of City Council Meeting	10/27/2020
Department	Water Department
Submitted by	Mike Bender
Phone	(479) 271-6873

Item Type: (Check All That Apply)					
☐ Budget Adjustment	☐ Change Order	☒ Informational	☐ Ordinance	☐ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Informational Presentation -Water Rate Study - Tuesday night Committee of the Whole immediately following City Council meeting.					

Estimated Cost	\$
Is this Item Budgeted?	☐ Yes ☐ No
If no, please explain how item will be funded (briefly explain in space below):	



117 West Central Avenue, Bentonville, AR 72712
www.bentonvillear.com
PLEASE RECYCLE

