



**City Council  
Meeting Agenda  
September 24, 2024  
6:00 PM  
Bentonville City Hall**

Note – The public, members of the City Council, and City staff, may have the option to attend this meeting by remote means. For public health reasons, those who attend in person should keep in mind hygiene, the use of facial coverings, and social distancing.

Bentonville residents can make public comments in the following ways:

- Public comments can be made in person at the meeting which is held at 305 SW A Street in Council Chambers.
- Public comments can be submitted by email to [cc.comments@bentonvillear.com](mailto:cc.comments@bentonvillear.com) by at least 4:00 p.m. on the day of the meeting. This email includes the Mayor and City Council email addresses.
- Public comments can be made virtually by registering for the Council meeting at the Zoom link listed below. This requires you to register with your name, address, phone number and email address. The pre-existing limitations (3 minutes) and procedures concerning oral public comments will still apply.

\*If you would like to attend virtually, please register at the following link by 4:00 p.m. on September 24, 2024:

[https://us02web.zoom.us/webinar/register/WN\\_Z5UwKwmHQN6UkOIC7Q3xyw](https://us02web.zoom.us/webinar/register/WN_Z5UwKwmHQN6UkOIC7Q3xyw)

**Council Questions/Discussion Concerning the Business Meeting**

**Call to Order**

**Pledge of Allegiance**

**Moment of Silence**

**Roll Call**

**Approval of Minutes: September 10, 2024**

**I. New Business - Public Comment to be Heard with Agenda Item**

- 1. Proclamation Declaring September 2024 as Childhood Cancer Awareness Month** **Proclamation**  
A proclamation to declare September, 2024 as Childhood Cancer Awareness Month in Bentonville, Arkansas.
- 2. Proclamation Declaring September 22-29, 2024 as Frontotemporal Degeneration Awareness Week** **Proclamation**



- A proclamation to declare September 22 - 29, 2024, as Frontotemporal Degeneration (FTD) Awareness Week in Bentonville, Arkansas.
3. **Proclamation Recognizing October 2024 as National Community Planning Month** **Proclamation**  
A proclamation designating October, 2024 as Community Planning Month in Bentonville, Arkansas.
  4. **Appeal of a Planning Commission Denial of the NW 7th Street Townhomes Large-Scale Development** **Appeal**  
An appeal of a Planning Commission denial of the NW 7th Street Townhomes Large-Scale Development. No budget adjustment is needed.
  5. **Resolution Requesting Approval to Declare Various Items as Surplus** **Resolution**  
Resolution to declare various items as surplus, to be sold via public Online Auction or disposed of properly at a later date. No budget adjustment is needed.
  6. **Resolution Setting Public Hearing for Alley Right of Way Vacation (VAC24-0008)** **Resolution**  
Approve Resolution to set Public Hearing for October 8, 2024 for Alley Right of Way Vacation located at Lot 1B, Block 2 of Banks Addition (VAC24-0008).
  7. **Resolution Setting a Public Hearing for Sewer Utility Easement Vacation (VAC24-0009)** **Resolution**  
Approve Resolution to set Public Hearing for October 8, 2024 for two Sewer Utility Easement Vacations located at Lot 4 of Bentonville Plaza Add PH2 (VAC24-0009).
  8. **Street Thermoplastic Striping List** **Informational**  
Informing of the attached proposed pavement markings and road striping list for 2024. This is a 2024 budgeted item. No budget adjustment is needed.
  9. **Resolution to Approve Bentonville Sidewalks Improvements Design Agreement with Olsson Inc.** **Resolution**  
Resolution authorizing the Mayor and City Clerk to enter into an agreement with Olsson, Inc. to provide design services for sidewalk improvements and infill through 2025. This firm was selected following the City's Purchasing Policy for professional services. No budget adjustment is needed.
  10. **Resolution Approving a Budget Adjustment to Reallocate Funds for the Library Expansion Project** **Resolution**  
Resolution approving a budget adjustment for Bentonville Public Library to reallocate funds for the expansion project. A budget adjustment is needed to allocate funds from interest earned on money market funds to spend on capital facility and furniture expenditures.
  11. **Resolution accepting Bid Award IFB-24-51 for Carpeting at the Bentonville Community Center** **Resolution**  
Resolution to award bid IFB-24-51 to Continental Flooring Company, in the amount of \$36,380.00, plus applicable taxes, for the replacement of approximately 4,650 square feet of fitness floor carpet at the Bentonville Community Center. No budget adjustment is needed.

12. **Resolution to Enter into an Agreement with Progressive Trail Design for Trail Repair Work** **Resolution**  
 A Resolution authorizing the Mayor and City Clerk to enter into an agreement with Progressive Trail Design in the amount of \$497,707.71, plus applicable taxes, through participation in the Sourcewell Cooperative contract, for trail repair work caused by the May 26 storm. A budget adjustment is needed.
13. **Draft Ordinance Creating an Active Transportation Advisory Board** **Informational**  
 For discussion, the final draft ordinance creating an active transportation advisory board. This is an informational item only.
14. **Ordinance to Amend Article 94-VI Parking to Regulate Parking in Front of Mailboxes** **Ordinance\***  
 An ordinance amending Bentonville Municipal Code Article 94-VI Parking by adding a regulation regarding parking in front of mailboxes. This regulation was originally established with Ord. No. 2005-157, however, was inadvertently excluded with the adoption of Municode in 2019. This ordinance is to ensure this regulation is added to Municode. No budget adjustment is needed.
15. **Appointment of Tim Stachowiak to the Ozark Regional Transit Board of Directors** **Appointment**  
 Mayor Stephanie Orman is recommending the appointment of Tim Stachowiak to the Ozark Regional Transit Board of Directors. Mr. Stachowiak's term will expire in October of 2028.
16. **Resolution Approving the Creation of a Temporary Debris Removal Policy** **Resolution**  
 Approving a temporary debris removal policy to address existing debris piles in the City left from the May 26, 2024 severe weather event. A budget adjustment is needed.

## **II. Utility Board**

1. **Resolution for a Design Agreement for Utility Relocations with ARDOT Project Hwy 102 Widening** **Resolution**  
 Staff request the Mayor and City Clerk to enter into an agreement with Halff Engineering to perform the design services for the utility adjustments required for ARDOT Project 090646 (Hwy 102 Widening). The contract amount is \$828,569.65. A portion of the engineering fees will be reimbursed by ARDOT as determined by the reimbursement ratio. Halff Engineering was selected following the city's standard SOQ selection process. Utility Board Approved 3-0. A budget adjustment is needed.
2. **Ordinance Waiving Competitive Bidding to Order 3ph Transformers** **Ordinance\***  
 Ordinance to waive competitive bidding to purchase 3ph transformers from AECl, Unit Prices and estimated quantities attached, plus applicable taxes. Due to market volatility and lead times related to these products, it would be neither practical or feasible to solicit competitive bids. Award is based on the low responsive quote per line item, for estimated totals: AECl in the estimated amount of \$157,262.00 plus applicable taxes. Approved by Utility Board 3-0. No budget adjustment is needed.
3. **Ordinance Updating the Bentonville Electric Utility Department Construction Specifications** **Ordinance\***

The Bentonville Electric Utility Department Construction Requirements are being updated and replace Ordinance 2019-90. Approved by Utility Board 3-0. No budget adjustment is needed.

### **III. Planning**

1. **Lot Split - Lots 5 & 6 Vivian Farms Subdivision,  
Phase 2 - South Vaughn Road (LS22-0055)** **Ordinance\***

**The Planning Commission voted 6-0, recommending approval.**

An Ordinance Accepting A Lot Split Of Lot 3, Vivian Farms Subdivision, Phase 2 Creating New Lots 5 And 6 To The City Of Bentonville, Arkansas; And For Other Purposes.

2. **Lot Split - Lots 7, 8 & 9 of McKeehan's 2nd Addition  
- 907 Northwest 9th Street (LS24-0028)** **Ordinance\***

**The Planning Commission voted 6-0, recommending approval.**

An Ordinance Accepting A Lot Split Of Lots 4 And 5 Of McKeehan's 2nd Addition Creating New Lots 7, 8, And 9 Of McKeehan's 2nd Addition To The City Of Bentonville, Arkansas; And For Other Purposes.

3. **Property Line Adjustment - Lot 19 Manor Heights  
Subdivision - 410 Northwest H Street (PLA24-0008)** **Ordinance\***

**The Planning Commission voted 6-0, recommending approval.**

An Ordinance Accepting A Property Line Adjustment Of Lot 7 Of Manor Heights Subdivision Creating New Lot 19 Of Manor Heights Subdivision To The City Of Bentonville, Arkansas; And For Other Purposes.

4. **Final Plat - McKissic Springs Subdivision - 4800  
South Vaughn Road (FP24-0006)** **Ordinance\***

**The Planning Commission voted 6-0, recommending approval.**

An Ordinance Accepting A Final Plat Of Lots 1 Through 35 Of McKissic Springs Subdivision To The City Of Bentonville, Arkansas; And For Other Purposes.

5. **Rezoning - Milligan - R-1, Low-Density Single-Family  
Residential to DN-2, Downtown Medium Density  
Residential - 105 Northwest 6th Street (RZ24-0033)** **Ordinance\***

**The Planning Commission voted 6-0, recommending approval.**

An Ordinance Changing Real Estate In The City Of Bentonville, Arkansas, From Its Present Zoning Classification Of R-1, Low Density Single Family Residential To DN-2, Downtown Medium-Density Residential; And For Other Purposes.

6. **Rezoning - Friendly Inn LLC - R-1, Low-Density  
Single-Family Residential to DN-2, Downtown Medium  
Density Residential - 504 Northwest A Street (RZ24-  
0034)** **Ordinance\***

**The Planning Commission voted 6-0, recommending approval.**

An Ordinance Changing Real Estate In The City Of Bentonville, Arkansas, From Its Present Zoning Classification Of R-1, Low Density Single Family Residential To DN-2, Downtown Medium-Density Residential; And For Other Purposes.

7. **Rezoning - Huffner - R-1, Low-Density Single-Family Residential to DN-1, Downtown Low Density Residential - 704 Northwest 7th Street (RZ24-0035)** **Ordinance\***

**The Planning Commission voted 6-0, recommending approval.**

An Ordinance Changing Real Estate In The City Of Bentonville, Arkansas, From Its Present Zoning Classification Of R-1, Low Density Single Family Residential To DN-1, Downtown Low-Density Residential; And For Other Purposes.

**IV. Other Business/Announcements/Comments**

**Adjournment**

**Public Comments Concerning Matters of City Related Business**



### City of Bentonville, Arkansas Agenda Item Form

#### Item Details

|                              |                          |                           |                       |
|------------------------------|--------------------------|---------------------------|-----------------------|
| <b>Council Meeting Date:</b> | 9/24/2024                | <b>Submitted By:</b>      | Mayor Stephanie Orman |
| <b>Phone:</b>                | 479-271-5966             | <b>For Department(s):</b> | Administration        |
| <b>Email:</b>                | sorman@bentonvillear.com |                           |                       |

#### Item Type (Check all that apply)

|                                                   |                                            |                                                   |                                           |
|---------------------------------------------------|--------------------------------------------|---------------------------------------------------|-------------------------------------------|
| <input checked="" type="checkbox"/> Informational | <input type="checkbox"/> Bid Award         | <input type="checkbox"/> Enter into an Agreement  | <input type="checkbox"/> Change Order     |
| <input type="checkbox"/> Recognizing Funds        | <input type="checkbox"/> Budget Adjustment | <input type="checkbox"/> Waiver of Bid            | <input type="checkbox"/> Emergency Clause |
| <input type="checkbox"/> Ordinance                | <input type="checkbox"/> Resolution        | <input checked="" type="checkbox"/> Informational |                                           |

#### Title, Recommendation & Justification

|                                                          |                                                                                                         |
|----------------------------------------------------------|---------------------------------------------------------------------------------------------------------|
| <b>Title:</b>                                            | Proclamation Declaring September 2024 as Childhood Cancer Awareness Month                               |
| <b>Action Recommendation &amp; Justification:</b>        | A proclamation to declare September, 2024 as Childhood Cancer Awareness Month in Bentonville, Arkansas. |
| <b>Additional Comments for Consideration (Optional):</b> |                                                                                                         |
| <b>Amount for Approval:</b>                              | \$ 0                                                                                                    |

#### Budget Impact

Is this Item Budgeted? ☐ YES ☐ NO ☒ ITEM HAS NO COST ☐ OTHER: \_\_\_\_\_

#### Budget Adjustment (to be completed by Finance when applicable)

| Account Number (ORG-OBJECT) | Account Description | Expense | Revenue |
|-----------------------------|---------------------|---------|---------|
| Account Number (ORG-OBJECT) | Account Description | Expense | Revenue |
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| Account Number (ORG-OBJECT) | Account Description | Expense | Revenue |
| Account Number (ORG-OBJECT) | Account Description | Expense | Revenue |

#### Fund(s) Impacted

(check all that apply)

☐ General Fund ☐ Utility Fund ☐ Street Fund ☐ Other(s): \_\_\_\_\_

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

## PROCLAMATION

**WHEREAS**, childhood cancer is the leading cause of death by disease in children, and;

**WHEREAS**, 46 children per day or 16,790 children per year are diagnosed with cancer in the U.S., and;

**WHEREAS**, 80% of childhood cancer patients are diagnosed late and with metastatic disease, and;

**WHEREAS**, two-thirds of childhood cancer patients will have chronic health conditions as a result of their treatment toxicity, with one quarter being classified as severe to life-threatening, and;

**WHEREAS**, approximately one half of childhood cancer families rate the associated financial toxicity due to out-of-pocket expenses as considerable to severe, and;

**WHEREAS**, researchers and healthcare professionals work diligently dedicating their expertise to treat and cure children with cancer, and;;

**WHEREAS**, too many children are affected by this deadly disease and more must be done to raise awareness and find a cure.

**NOW, THEREFORE**, I Stephanie Orman, Mayor of the City of Bentonville do hereby proclaim September 2024 as “**Childhood Cancer Awareness Month**” in the City of Bentonville, Arkansas. Given this 24th day of September 2024, in Bentonville, in the great State of Arkansas, in the United States of America.



[Redacted Signature]  
Stephanie Orman, Mayor  
City of Bentonville





### City of Bentonville, Arkansas Agenda Item Form

#### Item Details

|                              |                          |                           |                       |
|------------------------------|--------------------------|---------------------------|-----------------------|
| <b>Council Meeting Date:</b> | 9/24/2024                | <b>Submitted By:</b>      | Mayor Stephanie Orman |
| <b>Phone:</b>                | 479-271-5966             | <b>For Department(s):</b> | Administration        |
| <b>Email:</b>                | sorman@bentonvillear.com |                           |                       |

#### Item Type (Check all that apply)

|                                                   |                                            |                                                   |                                           |
|---------------------------------------------------|--------------------------------------------|---------------------------------------------------|-------------------------------------------|
| <input checked="" type="checkbox"/> Informational | <input type="checkbox"/> Bid Award         | <input type="checkbox"/> Enter into an Agreement  | <input type="checkbox"/> Change Order     |
| <input type="checkbox"/> Recognizing Funds        | <input type="checkbox"/> Budget Adjustment | <input type="checkbox"/> Waiver of Bid            | <input type="checkbox"/> Emergency Clause |
| <input type="checkbox"/> Ordinance                | <input type="checkbox"/> Resolution        | <input checked="" type="checkbox"/> Informational |                                           |

#### Title, Recommendation & Justification

|                                                          |                                                                                                                                  |
|----------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------|
| <b>Title:</b>                                            | Proclamation Declaring September 22-29, 2024 as Frontotemporal Degeneration Awareness Week                                       |
| <b>Action Recommendation &amp; Justification:</b>        | A proclamation to declare September 22 - 29, 2024, as Frontotemporal Degeneration (FTD) Awareness Week in Bentonville, Arkansas. |
| <b>Additional Comments for Consideration (Optional):</b> |                                                                                                                                  |
| <b>Amount for Approval:</b>                              | \$ 0                                                                                                                             |

#### Budget Impact

Is this Item Budgeted? ☐ YES ☐ NO ☒ ITEM HAS NO COST ☐ OTHER: \_\_\_\_\_

#### Budget Adjustment (to be completed by Finance when applicable)

| Account Number (ORG-OBJECT) | Account Description | Expense | Revenue |
|-----------------------------|---------------------|---------|---------|
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| Account Number (ORG-OBJECT) | Account Description | Expense | Revenue |

#### Fund(s) Impacted

(check all that apply)

☐ General Fund ☐ Utility Fund ☐ Street Fund ☐ Other(s): \_\_\_\_\_

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

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## PROCLAMATION

**WHEREAS**, it takes an average of 3.6 years from start of symptoms to get an accurate diagnosis of Frontotemporal Degeneration or FTD with average life expectancy of 7-13 years after start of symptoms; and

**WHEREAS**, FTD may strike people between the ages of 21 and 80 with the largest percentage of those affected being between 45 and 64, rendering people in the prime of life unable to work or function normally; and

**WHEREAS**, FTD represents an estimated 5 to 15 percent of all dementia cases and is the most common form of dementia for people under 60 years of age; and

**WHEREAS**, FTD is often misdiagnosed as a psychiatric problem or other neurodegenerative disease because of the wide range of cognitive and behavioral symptoms and their young onset; and

**WHEREAS**, in the language variants of FTD (primary progressive aphasia), a person may have trouble producing speech and understanding grammar, lose the meaning of words or become hesitant in their speech, and may eventually become mute; and

**WHEREAS**, the Association for Frontotemporal Degeneration is the leading national organization exclusively focused on the spectrum of FTD disorders with a mission to improve the quality of life of people affected by FTD and drive research to a cure; and

**WHEREAS**, it is imperative that there be greater awareness of this serious disease, and more must be done to increase activity at the local, state, and national levels;

**NOW, THEREFORE**, I Stephanie Orman, Mayor of the City of Bentonville do hereby proclaim September 22 – 29, 2024 as “**Frontotemporal Degeneration Awareness Week**” in the City of Bentonville, Arkansas. Given this 24th day of September 2024, in Bentonville, in the great State of Arkansas, in the United States of America.



Stephanie Orman, Mayor  
City of Bentonville





### City of Bentonville, Arkansas Agenda Item Form

#### Item Details

|                              |                         |                           |             |
|------------------------------|-------------------------|---------------------------|-------------|
| <b>Council Meeting Date:</b> | 9/24/2024               | <b>Submitted By:</b>      | Shelli Kerr |
| <b>Phone:</b>                | 479-271-6822            | <b>For Department(s):</b> | Planning    |
| <b>Email:</b>                | skerr@bentonvillear.com |                           |             |

#### Item Type (Check all that apply)

|                                                   |                                            |                                                   |                                           |
|---------------------------------------------------|--------------------------------------------|---------------------------------------------------|-------------------------------------------|
| <input checked="" type="checkbox"/> Informational | <input type="checkbox"/> Bid Award         | <input type="checkbox"/> Enter into an Agreement  | <input type="checkbox"/> Change Order     |
| <input type="checkbox"/> Recognizing Funds        | <input type="checkbox"/> Budget Adjustment | <input type="checkbox"/> Waiver of Bid            | <input type="checkbox"/> Emergency Clause |
| <input type="checkbox"/> Ordinance                | <input type="checkbox"/> Resolution        | <input checked="" type="checkbox"/> Informational |                                           |

#### Title, Recommendation & Justification

|                                                          |                                                                                                |
|----------------------------------------------------------|------------------------------------------------------------------------------------------------|
| <b>Title:</b>                                            | Proclamation Recognizing October 2024 as National Community Planning Month                     |
| <b>Action Recommendation &amp; Justification:</b>        | A proclamation designating October, 2024 as Community Planning Month in Bentonville, Arkansas. |
| <b>Additional Comments for Consideration (Optional):</b> |                                                                                                |
| <b>Amount for Approval:</b>                              | \$ 0                                                                                           |

#### Budget Impact

Is this Item Budgeted? ☐ YES ☐ NO ☒ ITEM HAS NO COST ☐ OTHER: \_\_\_\_\_

#### Budget Adjustment (to be completed by Finance when applicable)

| Account Number (ORG-OBJECT) | Account Description | Expense | Revenue |
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| Account Number (ORG-OBJECT) | Account Description | Expense | Revenue |
| Account Number (ORG-OBJECT) | Account Description | Expense | Revenue |

#### Fund(s) Impacted

(check all that apply)

☐ General Fund ☐ Utility Fund ☐ Street Fund ☐ Other(s): \_\_\_\_\_

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

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## PROCLAMATION

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

**NOW, THEREFORE,** I Stephanie Orman, Mayor of the City of Bentonville do hereby proclaim the month of October 2024 as **"Community Planning Month"** in the City of Bentonville, Arkansas in conjunction with the celebration of National Community Planning Month and I further urge all citizens of the community, all civic and fraternal groups, all news media, and other community organizations to join in this recognition of our community and regional planners.

Given this 22nd day of October, 2024, in Bentonville, in the great State of Arkansas, in the United States of America.

  
Stephanie Orman, Mayor

City of Bentonville





### City of Bentonville, Arkansas Agenda Item Form

#### Item Details

|                              |                               |                           |                  |
|------------------------------|-------------------------------|---------------------------|------------------|
| <b>Council Meeting Date:</b> | 9/24/2024                     | <b>Submitted By:</b>      | Tyler Overstreet |
| <b>Phone:</b>                | (479) 271-3144                | <b>For Department(s):</b> | Planning         |
| <b>Email:</b>                | toverstreet@bentonvillear.com |                           |                  |

#### Item Type (Check all that apply)

|                                                   |                                            |                                                   |                                           |
|---------------------------------------------------|--------------------------------------------|---------------------------------------------------|-------------------------------------------|
| <input checked="" type="checkbox"/> Informational | <input type="checkbox"/> Bid Award         | <input type="checkbox"/> Enter into an Agreement  | <input type="checkbox"/> Change Order     |
| <input type="checkbox"/> Recognizing Funds        | <input type="checkbox"/> Budget Adjustment | <input type="checkbox"/> Waiver of Bid            | <input type="checkbox"/> Emergency Clause |
| <input type="checkbox"/> Ordinance                | <input type="checkbox"/> Resolution        | <input checked="" type="checkbox"/> Informational |                                           |

#### Title, Recommendation & Justification

|                                                          |                                                                                                                                   |
|----------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------|
| <b>Title:</b>                                            | Appeal of a Planning Commission Denial of the NW 7th Street Townhomes Large-Scale Development                                     |
| <b>Action Recommendation &amp; Justification:</b>        | An appeal of a Planning Commission denial of the NW 7th Street Townhomes Large-Scale Development. No budget adjustment is needed. |
| <b>Additional Comments for Consideration (Optional):</b> | Planning Commission denied this item at the August 6, 2024 Meeting by a vote of 7-0.                                              |
| <b>Amount for Approval:</b>                              | \$                                                                                                                                |

#### Budget Impact

Is this Item Budgeted? ☐ YES ☐ NO ☐ ITEM HAS NO COST ☐ OTHER: \_\_\_\_\_

#### Budget Adjustment (to be completed by Finance when applicable)

| Account Number (ORG-OBJECT) | Account Description | Expense | Revenue |
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| Account Number (ORG-OBJECT) | Account Description | Expense | Revenue |
| Account Number (ORG-OBJECT) | Account Description | Expense | Revenue |

#### Fund(s) Impacted

(check all that apply)

☐ General Fund ☐ Utility Fund ☐ Street Fund ☐ Other(s): \_\_\_\_\_

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

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August 29, 2024

City of Bentonville City Clerk and City Council  
Planning Commission Appeal

**Re: NOTICE OF APPEAL TO CITY COUNCIL**  
**Large Scale Development: LSD 24-0015**  
**NW 7<sup>th</sup> St. Townhomes Appeal Request**

421 NW 7<sup>th</sup> St., Bentonville, AR  
Sand Creek Project # 23069

City Council Members:

On August 6, 2024, we presented a Large Scale Development (“LSD”) to the Bentonville Planning Commission, which was denied. We file this notice of appeal to the City Council pursuant to municipal code Sec 301.09.

The LSD is a conforming development with no waiver or variance requests on a block-end parcel zoned DN-2, Downtown Medium Density Residential. This is exactly the type of development allowed under the Zoning Code of the City of Bentonville, Arkansas (“Code”), the Land Development Code of the City of Bentonville, Arkansas and envisioned by the Bentonville Community Plan (2018). Pursuant to the Code, the applicant is allowed to pursue this development as permitted by right. Similar townhouse developments have been approved by the Planning Commission and City Council and built in neighborhoods throughout Bentonville when allowed by the Code. We are not aware of any similar townhouse developments on land zoned DN-2 that have previously been denied at this phase.

Despite the foregoing, the Planning Commission denied the LSD after public comments raised concerns related to parking, drainage, density, and whether the LSD was a good “fit,” “appropriate,” or had the proper “character” for the neighborhood. The Planning Commission’s comments focused largely on the questions of fit or appropriateness for the parcel and the density of the proposed development.

We have submitted evidence demonstrating that the development complies with the requirements under the Code in all respects, and the Commission’s decision is contrary to the Code. Moreover, the proposed development advances the City’s goals of infill, providing additional housing, and provides an ideal transition between denser downtown developments and larger lots located further from downtown, which is the purpose of DN-2.

The proposed development satisfies or exceeds the Code requirements related to density, parking, and drainage. The level of density involving a six townhouse development is allowed under the Code. Sec. 201.02 (“Dwelling, Townhouse structure: A dwelling structure consisting of three or more, but no more than six, attached townhouse dwelling units.”). The parking incorporated into the development exceeds the requirements under the code and is greater than the average parking at a single family residence. Each unit has a detached two car garage, with enough parking to have



another vehicle in front of the garage without blocking the alley. The proposed development plan shows adequate drainage conditions and incorporates underground water detention and drainage to the Northwest of the property, following the existing drainage pattern. No existing extreme drainage problem exists on the property.

As it relates to the question of fit, appropriateness, and character, please see the attached pages from the Bentonville Community Plan, which on page 141, when discussing the Downtown Medium-Density Residential DN-2 district, includes as “Appropriate Design examples” three townhouse developments which are nearly identical to this proposed development. These are the same types of developments that the City has approved in the past because they are allowed under the Code—which grants certain rights to developers to develop their property.

The Planning Commission erred in its decision because the Code and the Bentonville Community Plan (2018) identify this type of proposed development as the exact type of development allowed and desired in the DN-2 Downtown Medium-Density Residential district. The City Council should reverse the Planning Commission’s decision and approve this proposed development.

Please take this opportunity to review the attachments and consider the following points for the requested appeal for plan approval.

- 1) Proposed development aligns with Community Plan, Zoning Code, written Development Code, and minimum standards that guide development within the city.
- 2) No waivers or variances are being requested.
- 3) All aspects of development are in alignment with the desired growth patterns for the city.
- 4) Technical concerns from the public regarding parking and drainage are addressed within city development standards through LSD review process.
- 5) The appropriateness of the townhomes was of primary concern among Planning Commission members. Research into the adopted Bentonville Community Plan (2018) supports that the proposed development upholds the appropriate type and character of development for Medium Density Residential (DN-2).

Attachments:

- Large Scale Development Plans
- Elevations and Renderings
- Bentonville Community Plan (2018), Downtown Medium-Density Residential, pg. 138-139,141
- Comparison to Community Plan
- Memorandum from Legal Counsel for the Applicant

Respectfully submitted,

Daniel Cole, L.A.  
Project Manager



**PENDING PC Items**

*NW 7TH ST*

*NW 7th St.  
Townhomes*

*NW C ST*

*NW 6TH ST*



**LSD24-0015**  
**NW 7th St. Townhomes**  
**Large Scale Development**



# LARGE SCALE DEVELOPMENT

# NW 7TH ST. TOWNHOMES

## BENTONVILLE, AR

### BENCHMARK:

Northwest bolt on top flange of fire hydrant on the East side of NW C Street, approx. 48' East of the Northeast Corner Of Property.  
Northing: 752138.627'  
Easting: 661083.675'  
Elev: 1290.437'

### FLOOD STATEMENT:

(BY GRAPHICAL PLOTTING ONLY)  
This property is not located within any presently established 100-year flood plain as determined by the National Flood Insurance Program, flood insurance rate map for Benton County, Arkansas. Map Number 05007C0090J. Revised date September 27, 2007.

### SURVEY DESCRIPTION, ATLAS PAGE 361:

LOT 22 WARRANTY DEED INSTUMENT NO. L202158855 DESCRIPTION:

The North ½ of Lots 1, 2 and 3, Block 18, Deming's Second Addition to the City of Bentonville, Benton County, Arkansas, as shown on Plat Book B at page 24.  
Subject to easements, rights-of-way, and protective covenants of record, if any. Subject to all prior mineral reservations and oil and gas leases.

LOT 23 INSTUMENT NO. L202311740 DESCRIPTION:

Part of Lots 1 & 2, Block 18 of Demings 2nd Addition, City of Bentonville, Benton County, Arkansas, as shown on Plat "B", Page 24 of the Benton County Records.

LOT 24 WARRANTY DEED INSTUMENT NO. L201956412 DESCRIPTION:

The South ½ of Lots 1, 2 and 3, Block 18, Deming's Second Addition to the City of Bentonville, Benton County, Arkansas.

### METES & BOUNDS DESCRIPTION:

BEGINNING AT A 3" OPEN TOP PIPE AT THE NE CORNER OF LOT 22 (PLAT 202311740) AS THE POINT OF BEGINNING:  
THENCE N87°18'17"W 149.84'; THENCE S03°16'23"W 145.22'; THENCE S87°19'46"E 150.21'; THENCE N03°07'27"E 145.15' BACK TO THE POINT OF BEGINNING, CONTAINING 0.50 ACRES

### PROJECT REQUESTS:

THERE ARE NO WAIVERS, VARIANCES, AND/OR CONDITIONAL USES AT THE TIME OF PREPARING THIS PLAT OR PLAN

### SHEET LIST

| # | COVER SHEET          | 9  | NOTES                  |
|---|----------------------|----|------------------------|
| 2 | SURVEY               | 10 | DETAILS 1              |
| 3 | SITE PLAN            | 11 | DETAILS 2              |
| 4 | EROSION CONTROL PLAN | 12 | BEUD ELECTRICAL LAYOUT |
| 5 | GRADING PLAN         | 13 | BEUD DETAILS 1         |
| 6 | UTILITY PLAN         | 14 | BEUD DETAILS 2         |
| 7 | LANDSCAPE PLAN       | 15 | BEUD DETAILS 3         |
| 8 | STORM PROFILE        | 16 | BWD DETAILS 1          |
|   |                      | 17 | BWD DETAILS 2          |

### REVISION CHART

| #     | TITLE     | DATE                                         | NOTES: |
|-------|-----------|----------------------------------------------|--------|
| REV-0 | 4/05/2024 | INITIAL SUBMITTAL TO THE CITY OF BENTONVILLE |        |
| REV-1 | 4/26/2024 | 2nd SUBMITTAL TO THE CITY OF BENTONVILLE     |        |
| REV-2 | 5/10/2024 | 3rd SUBMITTAL TO THE CITY OF BENTONVILLE     |        |
| REV-3 | 5/23/2024 | 4th SUBMITTAL TO THE CITY OF BENTONVILLE     |        |
| REV-4 | 5/29/2024 | 5th SUBMITTAL TO THE CITY OF BENTONVILLE     |        |
| REV-5 | 7/01/2024 | 6th SUBMITTAL TO THE CITY OF BENTONVILLE     |        |



Know what's below.  
Call before you dig.

THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

### CONTACT LIST

Planning Dept.: City of Bentonville  
305 S.W. "A" Street,  
Bentonville, AR,  
Tyler Overstreet, (479) 271-3122

City Engineer: City of Bentonville,  
3200 SW Municipal Drive,  
Bentonville, AR,  
Ellen Norvell, (479) 271-5993  
enorvell@bentonvillear.com

Stormwater: City of Bentonville,  
3200 SW Municipal Drive,  
Bentonville, AR,  
Alison West, (479) 271-6719,  
jwest@bentonvillear.com

Building & Fire Safety: City of Bentonville,  
305 S.W. "A" Street,  
Bentonville, AR 72712,  
Brad Arnold, Fire Marshal  
(479) 271-3108  
barnold@bentonvillear.com

Street Dept.: City of Bentonville  
3200 SW Municipal Drive,  
Bentonville, AR 72712,  
Tony Davis (479) 271-3130  
todavis@bentonvillear.com

Water Dept.: City of Bentonville,  
3200 SW Municipal Drive,  
Bentonville, AR 72712,  
Beau Thompson, (479) 271-3140  
bthompson@bentonvillear.com

Electric Dept.: City of Bentonville,  
3200 SW Municipal Drive,  
Bentonville, AR 72712,  
Charlie Barnes, (479) 271-3159  
cbarnes@bentonvillear.com

Wastewater Dept.: City of Bentonville,  
1901 N.E. "A" Street,  
Bentonville, AR 72712,  
Chris Earl, (479) 271-3161  
cearl@bentonvillear.com

Black Hill Energy:  
1301 Federal Way,  
PO Box 2129, Lowell, AR  
72745,  
Josh Knight - (479) 333-7005,  
joshua.knight@blackhillscorp.com

AT&T:  
1133 East Harold St.  
Fayetteville, AR 72703,  
Brent Baldwin -  
Office: (479) 571-6609  
Cell: (479)-200-9022  
bb6585@att.com  
Layne Rhodes -  
Office: (479) 442-1977  
lr159@att.com

Cox Communications:  
4901 S. 48th Street,  
Springdale, AR 72762,  
Chad Hodge (479) 263-7057  
chad.hodge@cox.com  
Timothy Goss (479) 651-5583  
timothy.goss@cox.com

Fire Dept: City of Bentonville,  
800 S.W. "A" Street,  
Bentonville, AR 72712,  
Justin Scantlin, Fire Chief  
(479) 271-5927  
(479) 685-1096

### CITY NOTES

CITY OF BENTONVILLE STREET STANDARDS, DRAINAGE CRITERIA MANUAL, SUBDIVISION ORDINANCE, WATER, SEWER, ELECTRIC, UTILITY SPECIFICATIONS, AND STATE CODE SHALL GOVERN THESE PLANS. IF THERE ARE ANY DISCREPANCIES IN THE PLANS OR INFORMATION CONTAINED WITHIN, CITY OF BENTONVILLE ORDINANCES, STANDARDS, AND SPECIFICATIONS SHALL RULE, UNLESS, APPROVED IN WRITING BY THE CITY ENGINEER.

**INSPECTIONS** - TO SCHEDULE AN INSPECTION OR TEST WITH THE CITY OF BENTONVILLE ENGINEERING DEPARTMENT, INSPECTIONS MUST BE CALLED IN (479-271-3168) BY A REPRESENTATIVE OF THE ENGINEER OF RECORD 24 HOURS IN ADVANCE BEFORE 10AM FOR AN INSPECTION THE FOLLOWING DAY.

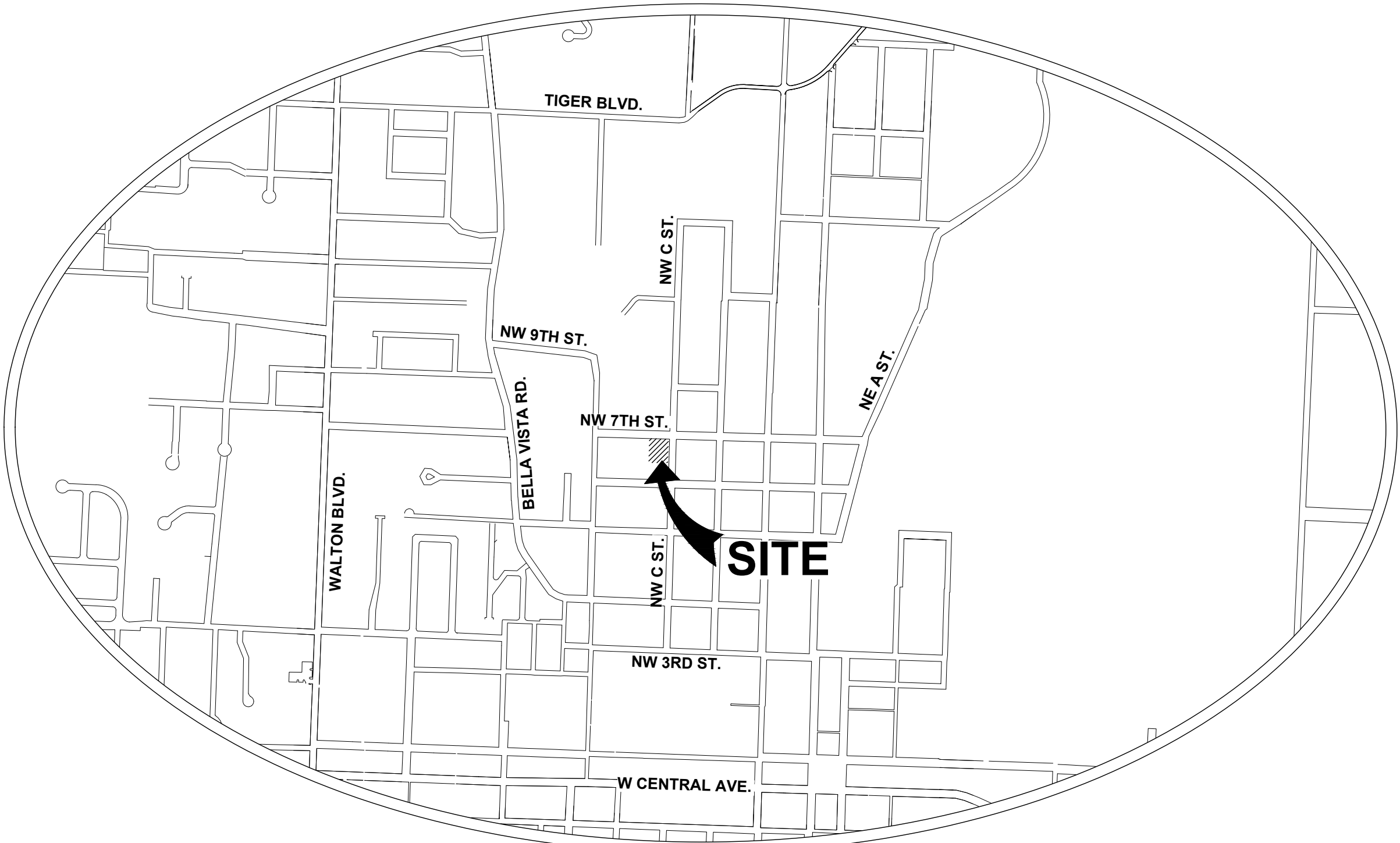
**INSPECTIONS** - TO SCHEDULE AN INSPECTION OR TEST WITH THE CITY OF BENTONVILLE WATER AND SEWER DEPARTMENT, INSPECTIONS MUST BE CALLED IN (479-271-3140) OR EMAILED (watersewer@bentonvillear.com) BY A REPRESENTATIVE OF THE ENGINEER OF RECORD 24 HOURS IN ADVANCE.

THE ENGINEER OF RECORD MUST CERTIFY THE SITE AND THE PROJECT MUST PASS A DEVELOPMENT FINAL SITE INSPECTION.

OWNER/DEVELOPER  
SCHUBER FAMILY TRUST  
P.O. BOX 308  
WEBB CITY, MO 64807  
(479) 609-1639  
aelivo@schubermitchell.com

SURVEYOR  
SAND CREEK ENGINEERING  
1610 N.W. 12TH STREET  
BENTONVILLE, AR 72712  
(479) 464-9282

CIVIL ENGINEER  
SAND CREEK ENGINEERING  
1610 N.W. 12TH STREET  
BENTONVILLE, AR 72712  
(479) 464-9282  
Dan Cole  
dcole@sandcreek.us



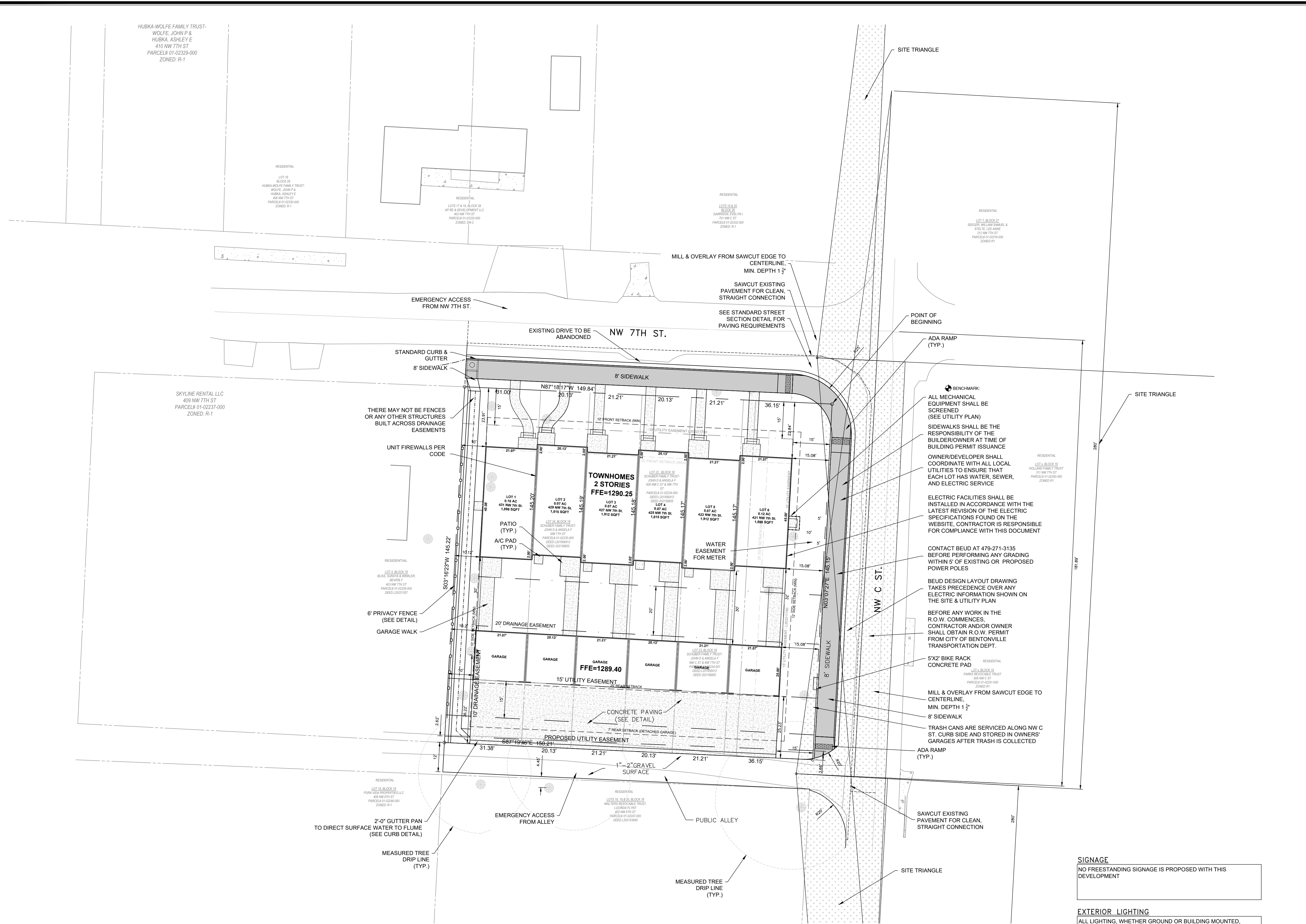
### VICINITY MAP

NOT TO SCALE



SAND CREEK  
Engineering and Land Surveying





**SIGNAGE**  
NO FREESTANDING SIGNAGE IS PROPOSED WITH THIS DEVELOPMENT

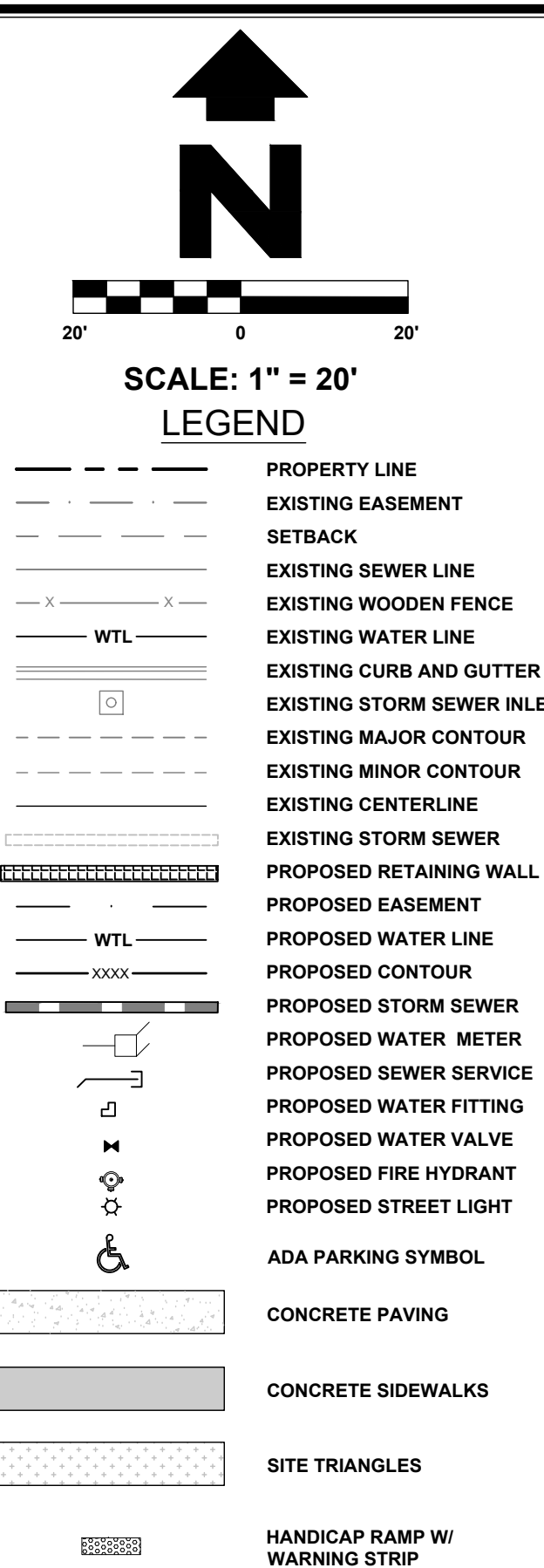
**EXTERIOR LIGHTING**  
ALL LIGHTING, WHETHER GROUND OR BUILDING MOUNTED, MUST BE CUT-OFF OR B-U-G, HAVE A U RATING OF 0 AND BE APPROVED BY THE PLANNING DEPARTMENT. PROVIDE PROPOSED LIGHTING SPECIFICATION TO PLANNING PRIOR TO INSTALLATION.

**AMENITIES**

(2) BIKE RACKS – DERO BIKE HITCH (BLACK) C  
APPROVED EQUAL

**NOTE**  
THE CITY OF BENTONVILLE STREET STANDARDS, DRAINAGE CRITERIA MANUAL, SUBDIVISION ORDINANCE, WATER, SEWER, ELECTRIC UTILITY SPECIFICATIONS, AND STATE CODES SHALL GOVERN THESE PLANS. IF THERE ARE DISCREPANCIES IN THE PLANS OR INFORMATION CONTAINED WITHIN, THE CITY OF BENTONVILLE ORDINANCES, STANDARDS AND SPECIFICATIONS SHALL RULE, UNLESS APPROVED IN WRITING BY THE CITY ENGINEER.

NO WETLAND DETERMINATION IS IN PROGRESS



## SITE DATA

DEMING'S SECOND ADDITION  
PARCEL #: 01-02235-000, 01-02234-000, 01-02234-001  
SITE ACREAGE = 0.50 ACRES  
EXISTING LANDUSE: RESIDENTIAL  
PROPOSED LANDUSE: RESIDENTIAL  
TOTAL LOTS: 6 LOTS / 3 BEDROOMS PER UNIT  
ATLAS PAGE: 361  
AIRPORT ZONE: ZONE D (4) TRAFFIC PATTERN ZONE  
TOTAL RESIDENTIAL SQFT: 11,260 GARAGE SQFT:  
2,496

WETLANDS NOTE: NO KNOWN WETLANDS ARE  
PRESENT ON THE SITE, PER NATIONAL WETLANDS  
INVENTORY WEBSITE

## ZONING & SETBACK DATA

**EXISTING ZONING:** DN-2  
**SETBACKS:**

**FRONT & EXTERIOR** 12' (MINIMUM)  
    **SIDE:** 25' (MAXIMUM)

**SIDE :** 10' (ADJACENT TO RESIDENTIAL)

**REAR:** 25'  
    7' (DETACHED GARAGE ONLY)

## PARKING SUMMARY

**RESIDENTIAL PARKING MIN. REQUIREMENTS:**  
 - 2 SPACES PER DWELLING UNIT  
**RESIDENTIAL USE PER UNIT**  
 - 2 GARAGE SPACES  
 - 2 PER PARKING SPACES IN DRIVE  
**4 TOTAL PARKING SPACES AVAILABLE PER UNIT**

## BENCHMARK:

Northwest bolt on top flange of fire hydrant on the East side of NW C Street, approx. 48' East of the Northeast Corner Of Property.  
 Northing: 752138.627'  
 Easting: 661083.675'  
 Elev: 1290.437'

CAUTION - NOTICE TO CONTRACTOR:

THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND, WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED UPON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANIES AT LEAST 48 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN BY THESE PLANS.

**DEVELOPER:**  
**SCHUBER MITCHELL**  
**ARTURO ELIVO**  
**PO Box 308**  
**Webb City, MO 64807**  
**aelivo@schubermitchell.com**

**Engineer and Land Surveyor:**  
**Sand Creek Engineering**  
1610 NW 12th Street  
Bentonville, AR 72712  
(479) 464-9282  
dcole@sandcreek.us

# SITE PLAN

NW 7TH ST. TOWNHOMES  
LARGE SCALE DEVELOPMENT  
BENTONVILLE, AR

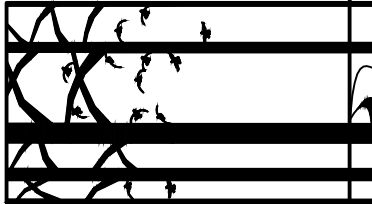
SHEET: 133HS

PROJECT:

NOT FOR  
CONSTRUCTION

NOT FOR  
CONSTRUCTION

# SAND CREEK



MANAGER: DLC

DESIGNED BY: DLC

**DRAWN BY:** DLC

**SCE PROJECT #: 23069**

**CURRENT REVISION:**

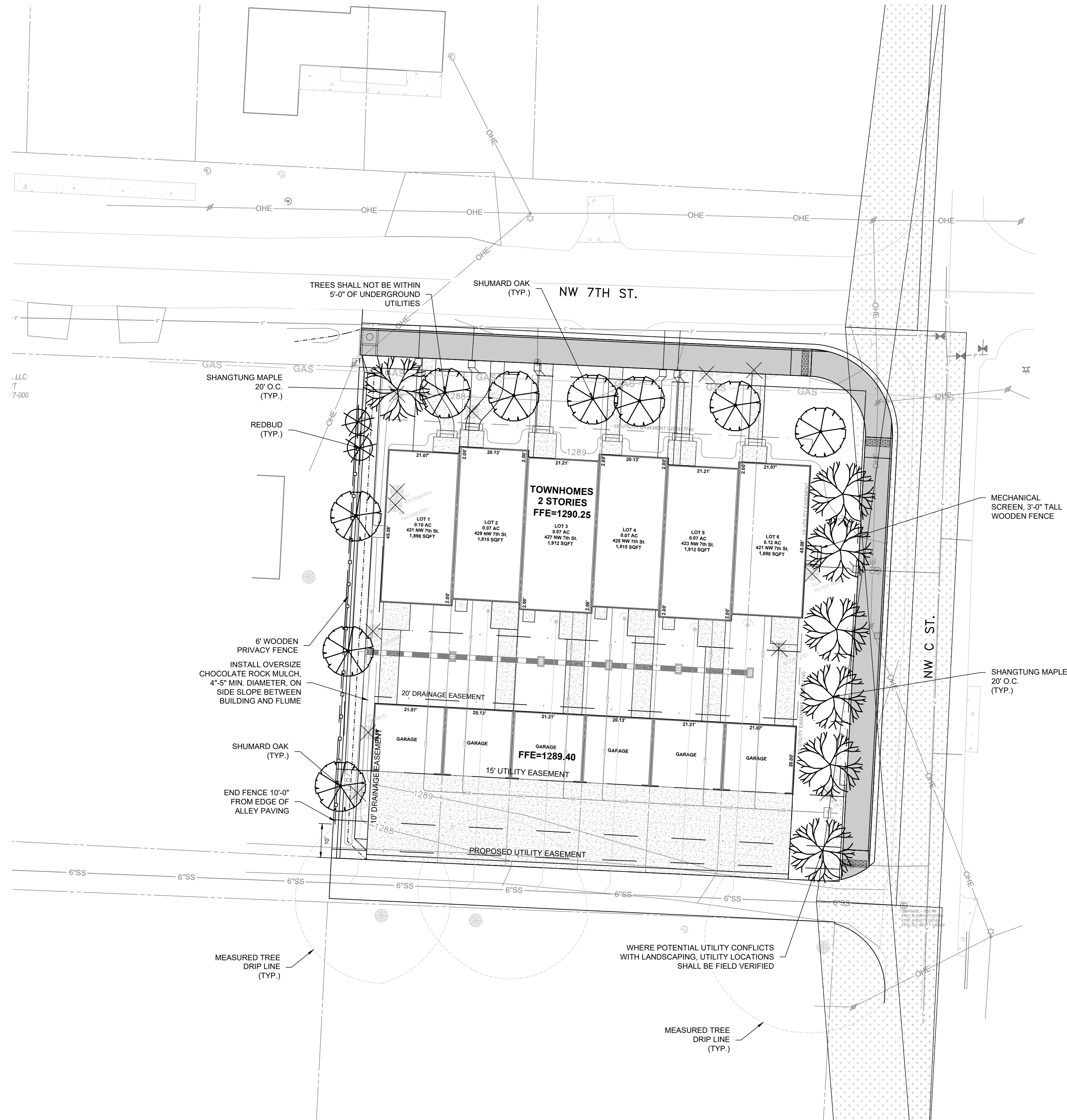
**DATE:** 07/01/2024

SHEET: 3 of 17

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X:\23 Proj\23069 Drawings\Project\23069\_MASTER.dwg - Plotted on 7/22/2024 9:43 AM @ a scale of 1:1 to AUTOCAD PDF (GENERAL DOCUMENTATION) PC3 by DANC



PLANT MATERIAL SCHEDULE

| Quantity | Symbol | Common Name     | Scientific Name   | Height | Width | Size     | Comments             |
|----------|--------|-----------------|-------------------|--------|-------|----------|----------------------|
| 6        |        | Shumard Oak     | Quercus shumardii | 6'-8'  | 3'-4' | 2"-Cal   | Large Deciduous Tree |
| 7        |        | Shangtung Maple | Acer truncatum    | 25'    | 20'   | 2.5"-Cal | Deciduous Tree       |
| 7        |        | Redbud          | Cercis canadensis | 6'-8'  | 3'-4' | 1.5"-Cal | Ornamental Tree      |

ALL PLANT MATERIALS SHALL MEET THE REQUIREMENTS OF THE AMERICAN STANDARD FOR NURSERY STOCK.  
LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR THE WATERING AND MAINTENANCE OF ALL INSTALLED PLANT MATERIAL UNTIL ACCEPTANCE.

NOTE

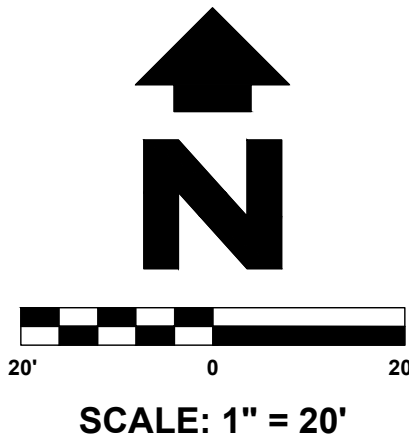
THE CITY OF BENTONVILLE STREET STANDARDS, DRAINAGE CRITERIA MANUAL, SUBDIVISION ORDINANCE, WATER, SEWER, ELECTRIC UTILITY SPECIFICATIONS, AND STATE CODES SHALL GOVERN THESE PLANS. IF THERE ARE DESCREPIENCIES IN THE PLANS OR INFORMATION CONTAINED WITHIN, THE CITY OF BENTONVILLE ORDINANCES, STANDARDS AND SPECIFICATIONS SHALL RULE, UNLESS APPROVED IN WRITING BY THE CITY ENGINEER.

NO WETLAND DETERMINATION IS IN PROGRESS

ALL LANDSCAPING MUST BE 5' MIN. FROM ALL PUBLIC UTILITIES

CAUTION - NOTICE TO CONTRACTOR:

THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND, WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED UPON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANY AT LEAST 72 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN BY THESE PLANS.



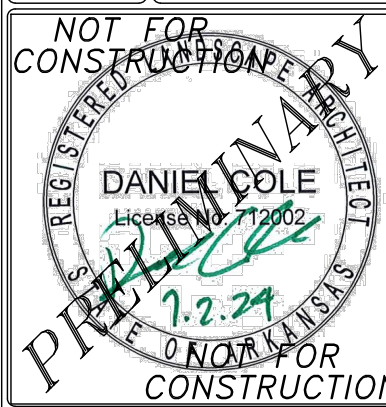
LEGEND

|  |                                |
|--|--------------------------------|
|  | PROPERTY LINE                  |
|  | EASEMENT                       |
|  | SETBACK                        |
|  | EXISTING SEWER LINE            |
|  | EXISTING WATER LINE            |
|  | EXISTING CURB AND GUTTER       |
|  | EXISTING STORM SEWER INLET     |
|  | EXISTING GAS LINE              |
|  | EXISTING ELECTRIC              |
|  | EXISTING CENTERLINE            |
|  | EXISTING GAS METER             |
|  | EXISTING CABLE PEDESTAL        |
|  | PROPOSED EASEMENT              |
|  | PROPOSED WATER LINE            |
|  | PROPOSED GAS LINE              |
|  | PROPOSED UNDERGROUND ELECTRIC  |
|  | PROPOSED STORM SEWER           |
|  | PROPOSED RETAINING WALL        |
|  | PROPOSED WATER METER           |
|  | PROPOSED SEWER SERVICE         |
|  | PROPOSED WATER VALVE           |
|  | PROPOSED FIRE HYDRANT          |
|  | PROPOSED STREET LIGHT          |
|  | PROPOSED ELECTRICAL METER      |
|  | PROPOSED GAS METER             |
|  | ADA PARKING SYMBOL             |
|  | CONCRETE PAVING                |
|  | CONCRETE SIDEWALKS             |
|  | SITE TRIANGLES                 |
|  | HANDICAP RAMP W/ WARNING STRIP |
|  | EXISTING TREE TO BE REMOVED    |

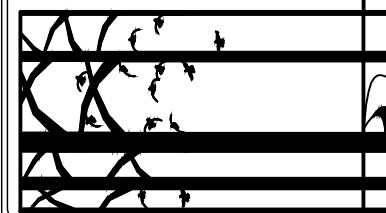
LANDSCAPE PLAN  
NW 7TH ST. TOWNHOMES  
LARGE SCALE DEVELOPMENT  
BENTONVILLE, AR

SHEET:

PROJECT:



SAND CREEK  
ENGINEERING AND LAND SURVEYING  
Bentonville, Arkansas 479 464-3262



MANAGER: DLC

DESIGNED BY: DLC

DRAWN BY: DLC

CHECKED BY: TRS

SCE PROJECT #: 23069

CURRENT REVISION: 6

DATE: 07/01/2024

SHEET: 7 of 17

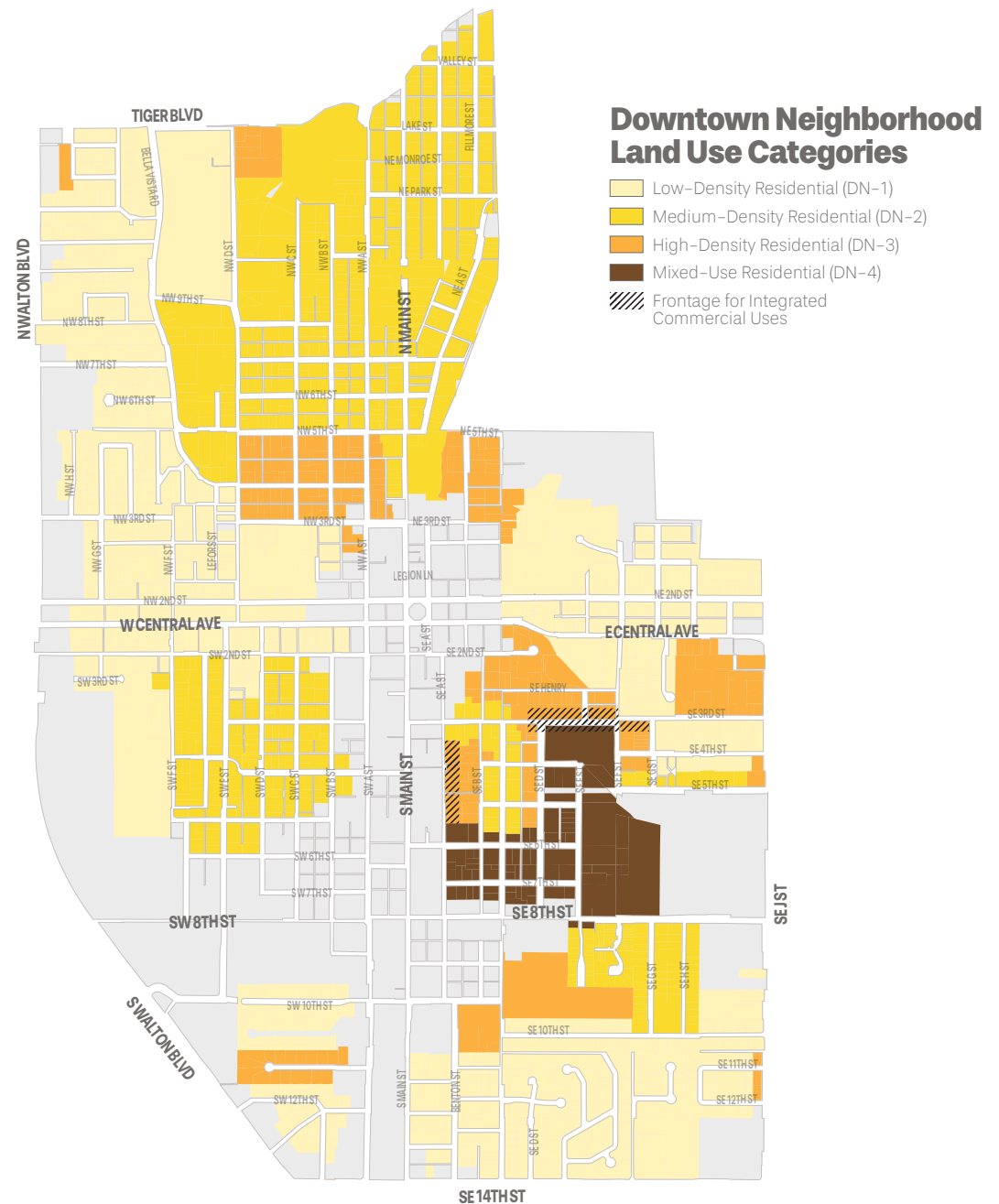
BENTONVILLE ID LSD 24-0000

23069 - NW 7TH ST. TOWNHOMES

## DOWNTOWN NEIGHBORHOOD "DISTRICTS"

The basic framework for this area served as the foundation for the development of four distinct residential districts within the Downtown Neighborhoods Subarea. While the commercial areas of the framework (Downtown Core, Gateway Corridors, and Commercial Corridors) are addressed in other sections of the Bentonville Community Plan, the four residential areas and their respective plans and strategies for improvement are provided on the following pages.

The overall purpose of the Downtown's residential neighborhoods is to accommodate residential development and redevelopment that meets the specific objectives of the area surrounding Downtown Bentonville with regards to density, character, and access, in a context that is unique to this portion of the community. The approach is to establish the building types and character that reinforces the uniqueness of the areas, supports and accommodates appropriate reinvestment, and provides the densities necessary to support downtown commerce and culture.





## DOWNTOWN NEIGHBORHOOD BUILDING TYPES

One of the primary advantages of the Downtown Neighborhood is that there is an expectation and the opportunity to provide a diverse range of compatible housing choices within very close proximity. In fact, this very notion reinforces the mixed-use nature of a downtown and its surrounding area.

To provide the desired diversity of housing types, while also maintaining compatibility and options for increased densities, four primary types of housing are designated for the Downtown Neighborhood. Collectively, these four housing types accommodate and promote investment in all areas of the neighborhood, including areas of stability and those areas anticipated to transition into more densely developed residential areas closer to the Downtown's core.



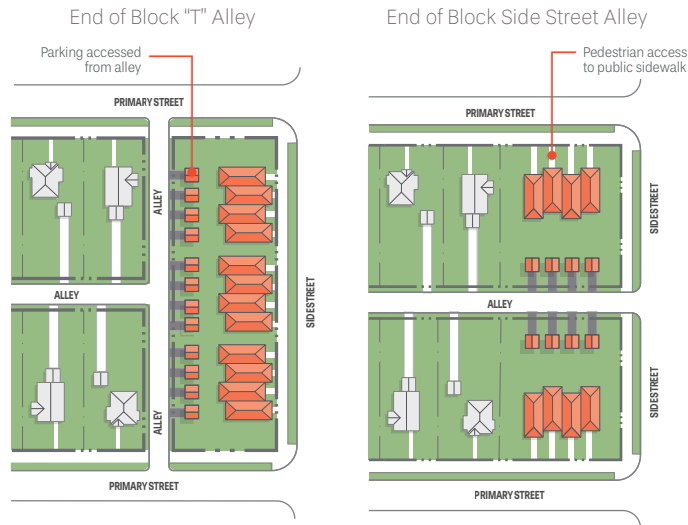


## Downtown Medium-Density Residential

The intent of the Downtown Medium-Density Residential neighborhood area is to allow for an increased single-family density through smaller lot widths where alleys and infrastructure support such development, and where small-lot single-family development provides an appropriate transition between large-lot residential areas and those of higher density. It is anticipated that this area will be comprised of both larger and smaller lots.

As investment and redevelopment occurs in this area, it is anticipated that some larger single-family properties would be subdivided into smaller single-family properties, thus increasing the density of the neighborhood while maintaining neighborhood compatibility and integrity. In some instances, small townhouse developments may be appropriate, but only as developments anchored on the corner of blocks rather than mid-block surrounded on both sides by single-family.

## SITE DESIGN STANDARDS examples



## APPROPRIATE DESIGN examples





# Bentonville Community Plan (2018), page 141

## APPROPRIATE DESIGN examples



# NW 7<sup>th</sup> St. Townhomes As proposed

## BUILDING ELEVATIONS



## MEMORANDUM

TO: BONNIE BRIDGES  
CITY OF BENTONVILLE  
[BBRIDGES@BENTONVILLEAR.COM](mailto:BBRIDGES@BENTONVILLEAR.COM)

FROM: MAX DEITCHLER

DATE: AUGUST 29, 2024

RE: NW 7TH ST. TOWNHOMES AND CODE SECTION 401.07-B

---

Bonnie,

I write regarding the NW 7th St. Townhomes development that was denied by the Bentonville Planning Commission and is being appealed to the Bentonville City Council. I represent the Applicant, Schubert Family Trust.

**(a) Description and purpose: (2) DN-2, Downtown Medium Density Residential purpose.**

I have reviewed Sec 401.07-B Downtown Neighborhood (DN) Districts Regulations of the Zoning Code of the City of Bentonville, Arkansas (hereafter, the “code”). In my opinion, the code is not ambiguous. The Applicant is allowed to proceed with this Large Scale Development (“LSD”) townhouse development on the subject block and DN-2 zoned parcel as a use that is allowed and permitted by right under the code, as it has submitted evidence demonstrating that the development complies with all code requirements.

Subsection (a) of 401.07-B addresses the “Description and purpose” of the DN-2, Downtown Medium Density Residential zoning district, and states:

The **intent** of the DN-2 district is **to allow for an increased single-family density** through small lot widths where alleys and infrastructure support such development, and where small-lot single-family development provides an appropriate transition between large-lot residential areas and those of higher density. In some instances, such as the end of blocks, townhouses may be appropriate in this district.

Sec. 401.07-B(a) (emphasis added).

The intent of DN-2 zoning is to allow for increased density and a transition between denser Bentonville downtown zoning and less dense larger residential estates further north. This six-townhouse development is the exact type of development that furthers the purpose and intent of DN-2 zoning—increasing density, providing desired diversity of housing types, while also maintaining compatibility with the DN-2 district. Subsection (a) states that townhouses are an appropriate development within DN-2 at the end of blocks. Sec. 401.07-B(a) (“In some instances, such as the end of blocks, townhouses may be appropriate in this district.”).

The word “may” is used in this section of the code and there has been some suggestion that the use of the word “may” allows the City discretion (outside of the existing requirements under the code) to approve or deny this development. This is an incorrect reading.

Section 401.07-B(a) uses the word “may,” not to convey that discretion exists whether to allow townhouses at the end of blocks, but to convey that townhouses may be built at the end of blocks but they are not the only type of development allowed at the end of blocks in the DN-2 district. The code does not require that townhouses must be built at the end of every block in DN-2 as mandatory, but the code does allow townhouses to be built at the end of blocks as a permissive use under the code.

The code defines the terms “shall” and “may” at Sec. 201.01(b), which states that: “The word ‘shall’ is mandatory and not discretionary. The word ‘may’ is permissive.” Revisiting the sentence at issue with this definition in mind:

In some instances, such as the end of blocks, townhouses ~~may be appropriate~~ [are permissive] in this district.

The word “may” is used in Sec. 401.07-B(a) because construction of townhouses is a permissive use in the DN-2 district at the end of blocks. The phrase “such as the end of blocks” identifies the location where townhouses are an appropriate and permissive use. This interpretation is supported under Sec 401.07-B(c) which identifies Townhouses at block-end as an allowable structure in the DN-2 district.

Consider for a moment if the word “shall” was used in place of the word “may” in the sentence:

In some instances, such as the end of blocks, townhouses [shall] be appropriate in this district.

Under the definitions section, “[t]he word ‘shall’ is mandatory.” Sec. 201.01(b). I would interpret such a drafting to require townhouses as the only appropriate and mandatory type of development at the end of blocks in the DN-2 district.

In some instances, such as the end of blocks, townhouses ~~[shall be appropriate~~ [are mandatory] in this district.

Such an interpretation of the code relaying on the word “shall” does not make sense and is not the intent of the code. That is why the drafters used the word “may” and defined it as “permissive”—because townhouses are not the only type of development that is allowed at the end of blocks in DN-2. An interpretation of the code that considers the definition of “may” as “permissive” is unambiguous and makes sense within the code:

In some instances, such as the end of blocks, townhouses ~~may be appropriate~~ [are permissive] in this district.

Black’s law dictionary defines the word “permissive” as permissible. *Black’s Law Dictionary* (12th ed. 2024) (“1. PERMISSIBLE <permissive venue>. 2. Recommending or tolerating, but not compelling or prohibiting; giving power of choice <permissive legislation>. . . .”). Black’s defines the word “permissible” as “Allowed by the law or by applicable rules; allowable; admissible.” *Black’s Law Dictionary* (12th ed. 2024).

Revisiting subsection (a) with these definitions in mind: “In some instances, such as the end of blocks, townhouses ~~may be appropriate~~ [are allowable] in this district.” This tracks with the remainder of the code because townhouses at the end of blocks are specifically allowed under Sec. 401.07-B subsection (c).

**(c) DN districts building types allowed.**

Subsection (a) deals only with the purpose and description of Downtown Zoning, that subsection does not address what types of buildings are allowed in Downtown Neighborhood Districts. It is in Subsection (c) of 401.07-B where the Code addresses what types of buildings are allowed in the DN-2 zoning district: “DN districts building types allowed.” Subsection (c) contains a chart which identifies the types of developments that are allowed in each of the Downtown Neighborhood Zoning Districts.

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



Sec. 401.07-B(c). Under subsection (c), townhouses at block-end are specifically allowed in the DN-2 district. The chart is unambiguous.

The definition of Sec 401.07-B(a)(3) for DN-3 Downtown High Density Residential purpose also supports the above interpretation of the code, as it uses similar phrasing to state that multifamily apartment buildings are an appropriate use in the Downtown High Density Residential district in some instances, such as at the ends of blocks. (“In some instances, such as at the ends of blocks, multi-family apartment buildings may be an appropriate use in this district.”). Again, the chart under subsection (c) advances this same interpretation and similarly identifies that multi-family is allowed at block ends in DN-3.

The above interpretation is consistent with my understanding of how the City of Bentonville has interpreted its municipal code, and only recently has there been an attempt to inject ambiguity into the City’s interpretation of its code and a “may” vs. “shall” distinction. This is not a traditional “may” vs. “shall” argument as may exist in other contexts, such as under a legal contract analysis. Based on my review of the Bentonville city codes, the Applicant has submitted sufficient evidence to satisfy the code and should be allowed to proceed with the LSD as permitted under the code.

Please let me know if you have any questions or would like to discuss.

Sincerely,

*/s/ Max Deitchler*

Max Deitchler



## NW 7th St. Townhomes

421, 423, 425, 427, 429 & 431 Northwest 7th Street

**PC Date:** 8/6/2024

### Staff Report Details

|                                                  |                                           |
|--------------------------------------------------|-------------------------------------------|
| <b>Project Number</b>                            | LSD24-0015                                |
| <b>Applicant / Current Owner</b>                 | Schuber Family Trust                      |
| <b>Site Area</b>                                 | +/- 0.50 Acres                            |
| <b>Current Zoning</b>                            | DN-2, Downtown Medium Density Residential |
| <b>Requested Zoning</b>                          | N/A                                       |
| <b>Current Future Land Use Map Designation</b>   | Medium Density Residential (MDR)          |
| <b>Requested Future Land Use Map Designation</b> | N/A                                       |
| <b>Development Type / Use</b>                    | Residential Townhomes                     |
| <b>Related projects</b>                          | LS24-0014, PLA24-0015                     |

### Property Description

The subject property is located on the southwest corner at the intersection of Northwest 7th Street and Northwest C Street. It is presently zoned DN-2, Downtown Medium Density Residential with a future land use designation of Medium Density Residential (MDR). Surrounding zoning districts are predominantly R-1, Low-Density Single-Family Residential and some DN-2, Downtown Medium Density Residential zoning immediately to the north of this site. The property has direct access to both Northwest 7th and Northwest C Streets as well as public alley access to the south.

### Project Details

The applicant is proposing a townhome development consisting of 6 units each with its own detached garage. Each unit is approximate 1,880 sq. ft in size. The units are oriented towards Northwest 7th Street, and the associated garages are located to the rear of the units and will load off the existing public alley to the south. The proposed development meets the minimum material requirements with the use of brick, glass, and fiber cement siding. The units are articulated both at the unit level and along the entire facade. The fiber cement siding is considered a special use primary material. All landscaping, grading and drainage meets the requirements of the Land Development Code.

### Relationship to the General Plan / Projected Traffic Impact

As this property redevelops from a vacant tract to 6 townhomes, traffic will increase. The connected street network will help to disperse the traffic out to both Northwest 7th and Northwest C Street. This project is proximate to downtown, schools, parks, and trails, which may allow for some instances of walking and biking to replace vehicle trips. The proposed development is in alignment with the community and future land use plan.

### Public Comment

Has Staff received Public Comment at the time of this report? : **No**

### Analysis / Waivers

There are no waivers, variances, or conditional use permits associated with this project.

### Conclusion

The proposed large scale development does meet the minimum requirements of the Land Development Code. Planning staff recommends approval of the large scale development.

### Additional Details



**PENDING PC Items**

*NW 7TH ST*

*NW 7th St.  
Townhomes*

*NW C ST*

*NW 6TH ST*



**LSD24-0015**  
**NW 7th St. Townhomes**  
**Large Scale Development**





# LARGE SCALE DEVELOPMENT

# NW 7TH ST. TOWNHOMES

## BENTONVILLE, AR

### BENCHMARK:

Northwest bolt on top flange of fire hydrant on the East side of NW C Street, approx. 48' East of the Northeast Corner Of Property.  
Northing: 752138.627'  
Easting: 661083.675'  
Elev: 1290.437'

### FLOOD STATEMENT:

(BY GRAPHICAL PLOTTING ONLY)  
This property is not located within any presently established 100-year flood plain as determined by the National Flood Insurance Program, flood insurance rate map for Benton County, Arkansas. Map Number 05007C0090J. Revised date September 27, 2007.

### SURVEY DESCRIPTION, ATLAS PAGE 361:

LOT 22 WARRANTY DEED INSTUMENT NO. L202158855 DESCRIPTION:

The North ½ of Lots 1, 2 and 3, Block 18, Deming's Second Addition to the City of Bentonville, Benton County, Arkansas, as shown on Plat Book B at page 24.  
Subject to easements, rights-of-way, and protective covenants of record, if any. Subject to all prior mineral reservations and oil and gas leases.

LOT 23 INSTUMENT NO. L202311740 DESCRIPTION:

Part of Lots 1 & 2, Block 18 of Demings 2nd Addition, City of Bentonville, Benton County, Arkansas, as shown on Plat "B", Page 24 of the Benton County Records.

LOT 24 WARRANTY DEED INSTUMENT NO. L201956412 DESCRIPTION:

The South ½ of Lots 1, 2 and 3, Block 18, Deming's Second Addition to the City of Bentonville, Benton County, Arkansas.

### METES & BOUNDS DESCRIPTION:

BEGINNING AT A 3" OPEN TOP PIPE AT THE NE CORNER OF LOT 22 (PLAT 202311740) AS THE POINT OF BEGINNING:  
THENCE N87°18'17"W 149.84'; THENCE S03°16'23"W 145.22'; THENCE S87°19'46"E 150.21'; THENCE N03°07'27"E 145.15' BACK TO THE POINT OF BEGINNING, CONTAINING 0.50 ACRES

### PROJECT REQUESTS:

THERE ARE NO WAIVERS, VARIANCES, AND/OR CONDITIONAL USES AT THE TIME OF PREPARING THIS PLAT OR PLAN

### SHEET LIST

| # | COVER SHEET          | 9  | NOTES                  |
|---|----------------------|----|------------------------|
| 2 | SURVEY               | 10 | DETAILS 1              |
| 3 | SITE PLAN            | 11 | DETAILS 2              |
| 4 | EROSION CONTROL PLAN | 12 | BEUD ELECTRICAL LAYOUT |
| 5 | GRADING PLAN         | 13 | BEUD DETAILS 1         |
| 6 | UTILITY PLAN         | 14 | BEUD DETAILS 2         |
| 7 | LANDSCAPE PLAN       | 15 | BEUD DETAILS 3         |
| 8 | STORM PROFILE        | 16 | BWD DETAILS 1          |
|   |                      | 17 | BWD DETAILS 2          |

### REVISION CHART

| #     | TITLE     | DATE                                         | NOTES: |
|-------|-----------|----------------------------------------------|--------|
| REV-0 | 4/05/2024 | INITIAL SUBMITTAL TO THE CITY OF BENTONVILLE |        |
| REV-1 | 4/26/2024 | 2nd SUBMITTAL TO THE CITY OF BENTONVILLE     |        |
| REV-2 | 5/10/2024 | 3rd SUBMITTAL TO THE CITY OF BENTONVILLE     |        |
| REV-3 | 5/23/2024 | 4th SUBMITTAL TO THE CITY OF BENTONVILLE     |        |
| REV-4 | 5/29/2024 | 5th SUBMITTAL TO THE CITY OF BENTONVILLE     |        |
| REV-5 | 7/01/2024 | 6th SUBMITTAL TO THE CITY OF BENTONVILLE     |        |



Know what's below.  
Call before you dig.

THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

### CONTACT LIST

Planning Dept.: City of Bentonville  
305 S.W. "A" Street,  
Bentonville, AR,  
Tyler Overstreet, (479) 271-3122

City Engineer: City of Bentonville,  
3200 SW Municipal Drive,  
Bentonville, AR,  
Ellen Norvell, (479) 271-5993  
enorvell@bentonvillear.com

Stormwater: City of Bentonville,  
3200 SW Municipal Drive,  
Bentonville, AR,  
Brad Arnold, Fire Marshal  
(479) 271-3108  
barnold@bentonvillear.com

Building & Fire Safety: City of Bentonville,  
305 S.W. "A" Street,  
Bentonville, AR 72712,  
Brad Arnold, Fire Marshal  
(479) 271-3108  
barnold@bentonvillear.com

Street Dept.: City of Bentonville  
3200 SW Municipal Drive,  
Bentonville, AR 72712,  
Tony Davis (479) 271-3130  
todavis@bentonvillear.com

Water Dept.: City of Bentonville,  
3200 SW Municipal Drive,  
Bentonville, AR 72712,  
Beau Thompson, (479) 271-3140  
bthompson@bentonvillear.com

Electric Dept.: City of Bentonville,  
3200 SW Municipal Drive,  
Bentonville, AR 72712,  
Charlie Barnes, (479) 271-3159  
cbarnes@bentonvillear.com

Wastewater Dept.: City of Bentonville,  
1901 N.E. "A" Street,  
Bentonville, AR 72712,  
Chris Earl, (479) 271-3161  
cearl@bentonvillear.com

Black Hill Energy:  
1301 Federal Way,  
PO Box 2129, Lowell, AR  
72745,  
Josh Knight - (479) 333-7005,  
joshua.knight@blackhillscorp.com

AT&T:  
1133 East Harold St.  
Fayetteville, AR 72703,  
Brent Baldwin -  
Office: (479) 571-6609  
Cell: (479)-200-9022  
bb6585@att.com  
Layne Rhodes -  
Office: (479) 442-1977  
lr159@att.com

Cox Communications:  
4901 S. 48th Street,  
Springdale, AR 72762,  
Chad Hodge (479) 263-7057  
chad.hodge@cox.com  
Timothy Goss (479) 651-5583  
timothy.goss@cox.com

Fire Dept: City of Bentonville,  
800 S.W. "A" Street,  
Bentonville, AR 72712,  
Justin Scantlin, Fire Chief  
(479) 271-5927  
(479) 685-1096

### CITY NOTES

CITY OF BENTONVILLE STREET STANDARDS, DRAINAGE CRITERIA MANUAL, SUBDIVISION ORDINANCE, WATER, SEWER, ELECTRIC, UTILITY SPECIFICATIONS, AND STATE CODE SHALL GOVERN THESE PLANS. IF THERE ARE ANY DISCREPANCIES IN THE PLANS OR INFORMATION CONTAINED WITHIN, CITY OF BENTONVILLE ORDINANCES, STANDARDS, AND SPECIFICATIONS SHALL RULE, UNLESS, APPROVED IN WRITING BY THE CITY ENGINEER.

**INSPECTIONS** - TO SCHEDULE AN INSPECTION OR TEST WITH THE CITY OF BENTONVILLE ENGINEERING DEPARTMENT, INSPECTIONS MUST BE CALLED IN (479-271-3168) BY A REPRESENTATIVE OF THE ENGINEER OF RECORD 24 HOURS IN ADVANCE BEFORE 10AM FOR AN INSPECTION THE FOLLOWING DAY.

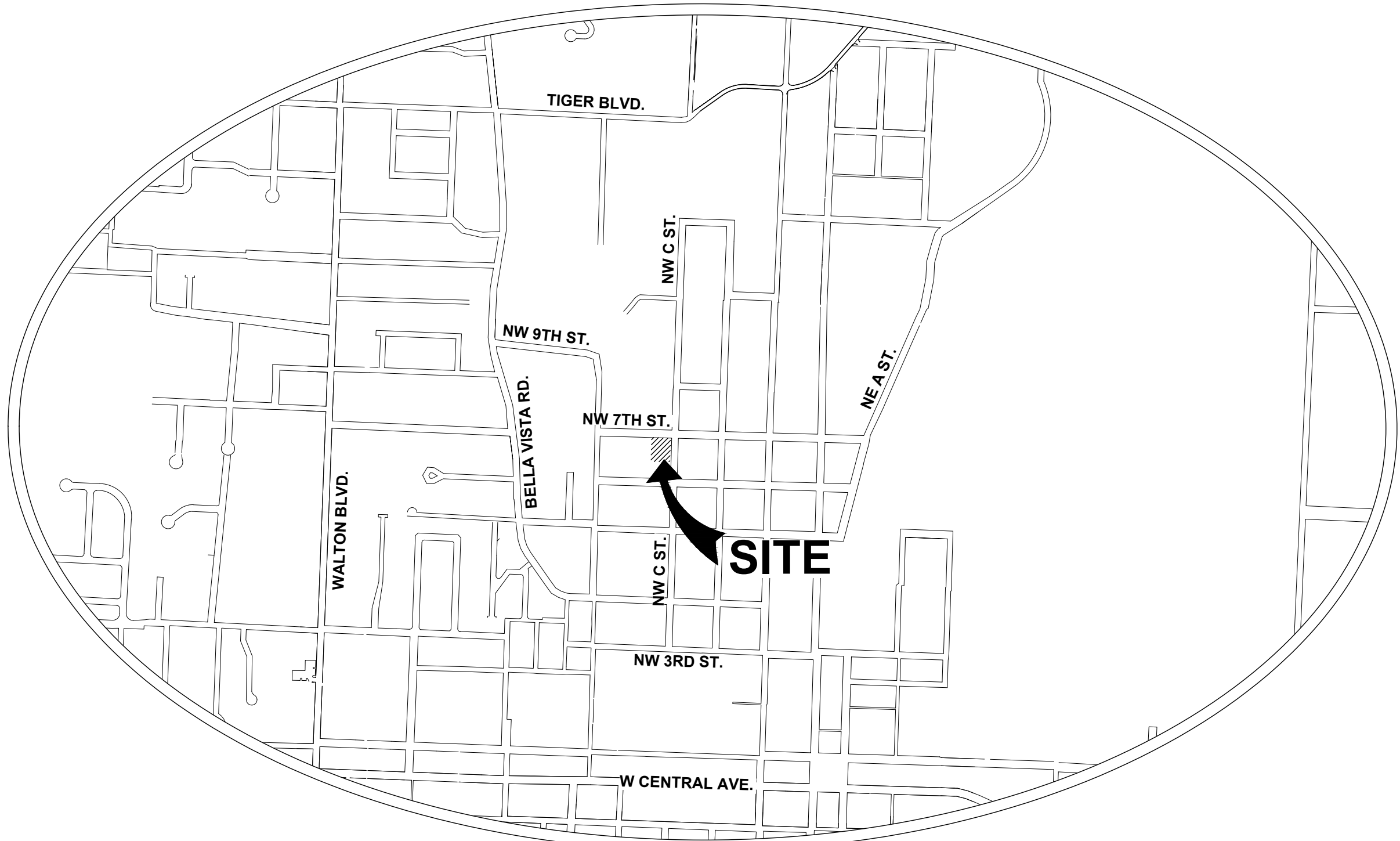
**INSPECTIONS** - TO SCHEDULE AN INSPECTION OR TEST WITH THE CITY OF BENTONVILLE WATER AND SEWER DEPARTMENT, INSPECTIONS MUST BE CALLED IN (479-271-3140) OR EMAILED (watersewer@bentonvillear.com) BY A REPRESENTATIVE OF THE ENGINEER OF RECORD 24 HOURS IN ADVANCE.

THE ENGINEER OF RECORD MUST CERTIFY THE SITE AND THE PROJECT MUST PASS A DEVELOPMENT FINAL SITE INSPECTION.

OWNER/DEVELOPER  
SCHUBER FAMILY TRUST  
P.O. BOX 308  
WEBB CITY, MO 64807  
(479) 609-1639  
aelivo@schubermitchell.com

SURVEYOR  
SAND CREEK ENGINEERING  
1610 N.W. 12TH STREET  
BENTONVILLE, AR 72712  
(479) 464-9282

CIVIL ENGINEER  
SAND CREEK ENGINEERING  
1610 N.W. 12TH STREET  
BENTONVILLE, AR 72712  
(479) 464-9282  
Dan Cole  
dcole@sandcreek.us

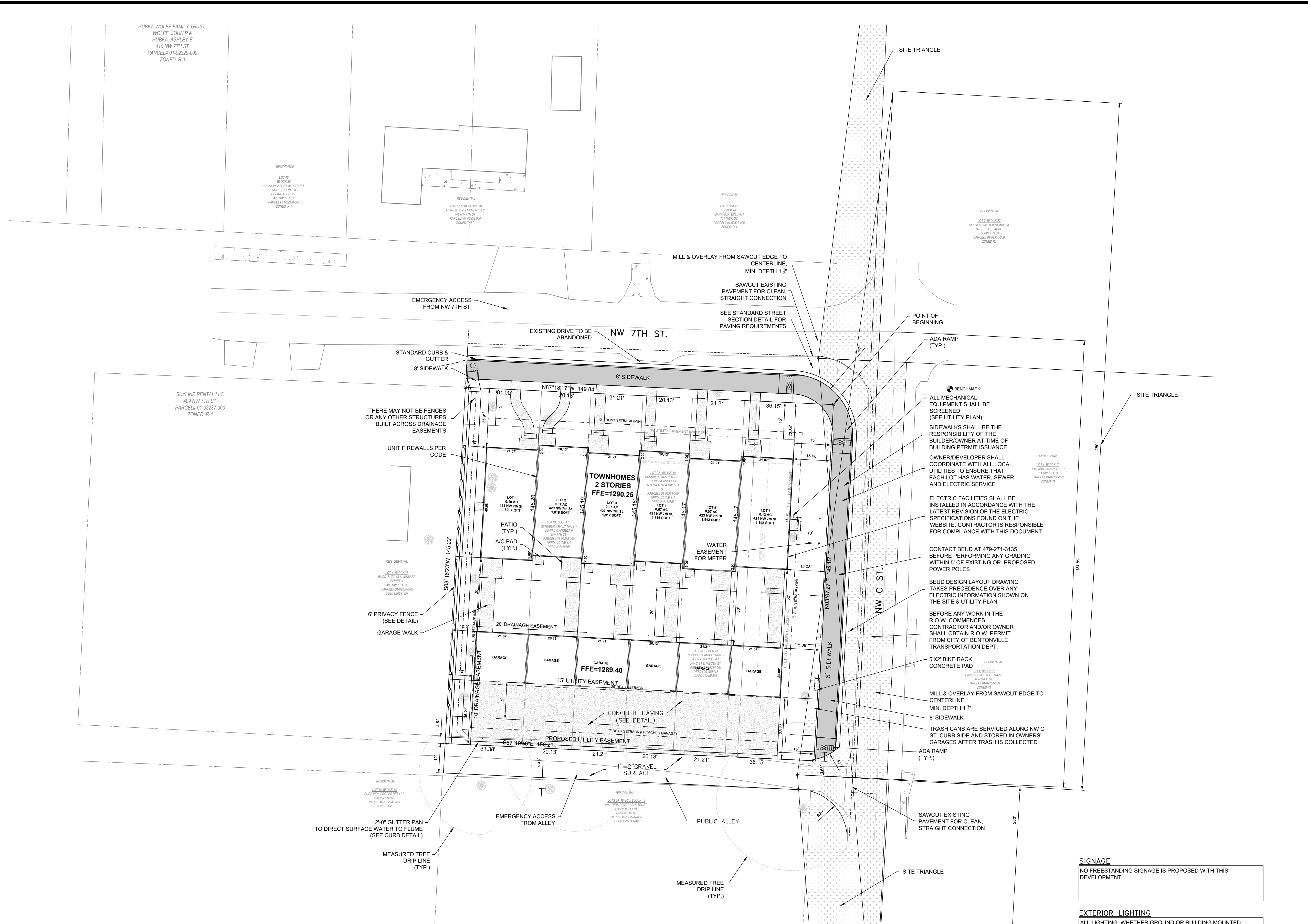


### VICINITY MAP

NOT TO SCALE







**SIGNAGE**  
NO FREESTANDING SIGNAGE IS PROPOSED WITH THIS DEVELOPMENT

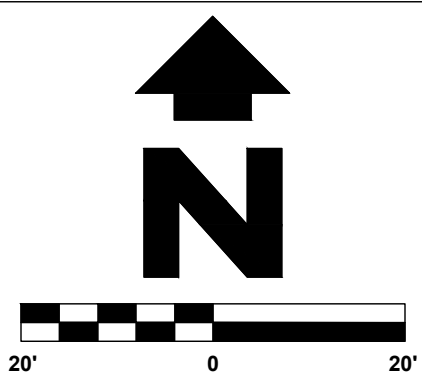
**EXTERIOR LIGHTING**  
ALL LIGHTING, WHETHER GROUND OR BUILDING MOUNTED, MUST BE CUT-OFF OR B-U-G, HAVE A U RATING OF 0 AND BE APPROVED BY THE PLANNING DEPARTMENT. PROVIDE PROPOSED LIGHTING SPECIFICATION TO PLANNING PRIOR TO INSTALLATION.

**AMENITIES**

(2) BIKE RACKS – DERO BIKE HITCH (BLACK) OR APPROVED EQUAL

**NOTE**  
THE CITY OF BENTONVILLE STREET STANDARDS, DRAINAGE CRITERIA MANUAL, SUBDIVISION ORDINANCE, WATER, SEWER, ELECTRIC UTILITY SPECIFICATIONS, AND STATE CODES SHALL GOVERN THESE PLANS. IF THERE ARE DISCREPANCIES IN THE PLANS OR INFORMATION CONTAINED WITHIN, THE CITY OF BENTONVILLE ORDINANCES, STANDARDS AND SPECIFICATIONS SHALL RULE, UNLESS APPROVED IN WRITING BY THE CITY ENGINEER.

NO WETLAND DETERMINATION IS IN PROGRESS



**SCALE: 1" = 20'**  
**LEGEND**

|  |                                   |
|--|-----------------------------------|
|  | PROPERTY LINE                     |
|  | EXISTING EASEMENT                 |
|  | SETBACK                           |
|  | EXISTING SEWER LINE               |
|  | EXISTING WOODEN FENCE             |
|  | EXISTING WATER LINE               |
|  | EXISTING CURB AND GUTTER          |
|  | EXISTING STORM SEWER INLET        |
|  | EXISTING MAJOR CONTOUR            |
|  | EXISTING MINOR CONTOUR            |
|  | EXISTING CENTERLINE               |
|  | EXISTING STORM SEWER              |
|  | PROPOSED RETAINING WALL           |
|  | PROPOSED EASEMENT                 |
|  | PROPOSED WATER LINE               |
|  | PROPOSED CONTOUR                  |
|  | PROPOSED STORM SEWER              |
|  | PROPOSED WATER METER              |
|  | PROPOSED SEWER SERVICE            |
|  | PROPOSED WATER FITTING            |
|  | PROPOSED WATER VALVE              |
|  | PROPOSED FIRE HYDRANT             |
|  | PROPOSED STREET LIGHT             |
|  | ADA PARKING SYMBOL                |
|  | CONCRETE PAVING                   |
|  | CONCRETE SIDEWALKS                |
|  | SITE TRIANGLES                    |
|  | HANDICAP RAMP W/<br>WARNING STRIP |

## SITE DATA

DEMING'S SECOND ADDITION  
PARCEL #. 01-02235-000, 01-02234-000, 01-02234-001  
SITE ACREAGE = 0.50 ACRES  
EXISTING LANDUSE: RESIDENTIAL  
PROPOSED LANDUSE: RESIDENTIAL  
TOTAL LOTS: 6 LOTS / 3 BEDROOMS PER UNIT  
ATLAS PAGE: 361  
AIRPORT ZONE: ZONE D (4) TRAFFIC PATTERN ZONE  
TOTAL RESIDENTIAL SQFT: 11,260 GARAGE SQFT:  
2,496

WETLANDS NOTE: NO KNOWN WETLANDS ARE  
PRESENT ON THE SITE, PER NATIONAL WETLANDS  
INVENTORY WEBSITE

## ZONING & SETBACK DATA

**EXISTING ZONING:** DN-2  
**SETBACKS:**

|                  |                               |
|------------------|-------------------------------|
| FRONT & EXTERIOR | 12' (MINIMUM)                 |
| SIDE:            | 25' (MAXIMUM)                 |
| SIDE :           | 10' (ADJACENT TO RESIDENTIAL) |
| REAR:            | 25'                           |
|                  | 7' (DETACHED GARAGE ONLY)     |

## PARKING SUMMARY

RESIDENTIAL PARKING MIN. REQUIREMENTS:  
- 2 SPACES PER DWELLING UNIT  
RESIDENTIAL USE PER UNIT  
- 2 GARAGE SPACES  
- 2 PER PARKING SPACES IN DRIVE  
4 TOTAL PARKING SPACES AVAILABLE PER UNIT

## BENCHMARK:

Northwest bolt on top flange of fire hydrant on the East side of NW C Street, approx. 48' East of the Northeast Corner Of Property.  
 Northing: 752138.627'  
 Easting: 661083.675'  
 Elev: 1290.437'

CAUTION - NOTICE TO CONTRACTOR:

THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND, WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED UPON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANIES PRIOR TO ANY EXCAVATION TO REQUIRE THE EXACT FIELD LOCATION OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN BY THESE PLANS.

**DEVELOPER:**  
**SCHUBER MITCHELL**  
**ARTURO ELIVO**  
**PO Box 308**  
**Webb City, MO 64807**  
**aelivo@schubermitchell.com**

**Engineer and Land Surveyor:**  
**Sand Creek Engineering**  
1610 NW 12th Street  
Bentonville, AR 72712  
(479) 464-9282  
dcole@sandcreek.us

# SITE PLAN

NW 7TH ST. TOWNHOMES  
LARGE SCALE DEVELOPMENT  
BENTONVILLE, AR

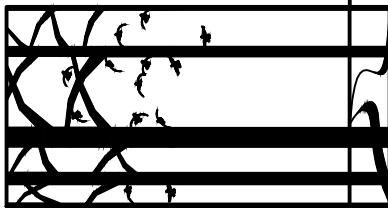
SHEET:

PROJECT:

NOT FOR  
CONSTRUCTION

NOT FOR  
CONSTRUCTION

## SAND CREEK



MANAGER: DLC

DESIGNED BY: DLC

**DRAWN BY:** DLC

SCE PROJECT #: 23069

**CURRENT REVISION:**

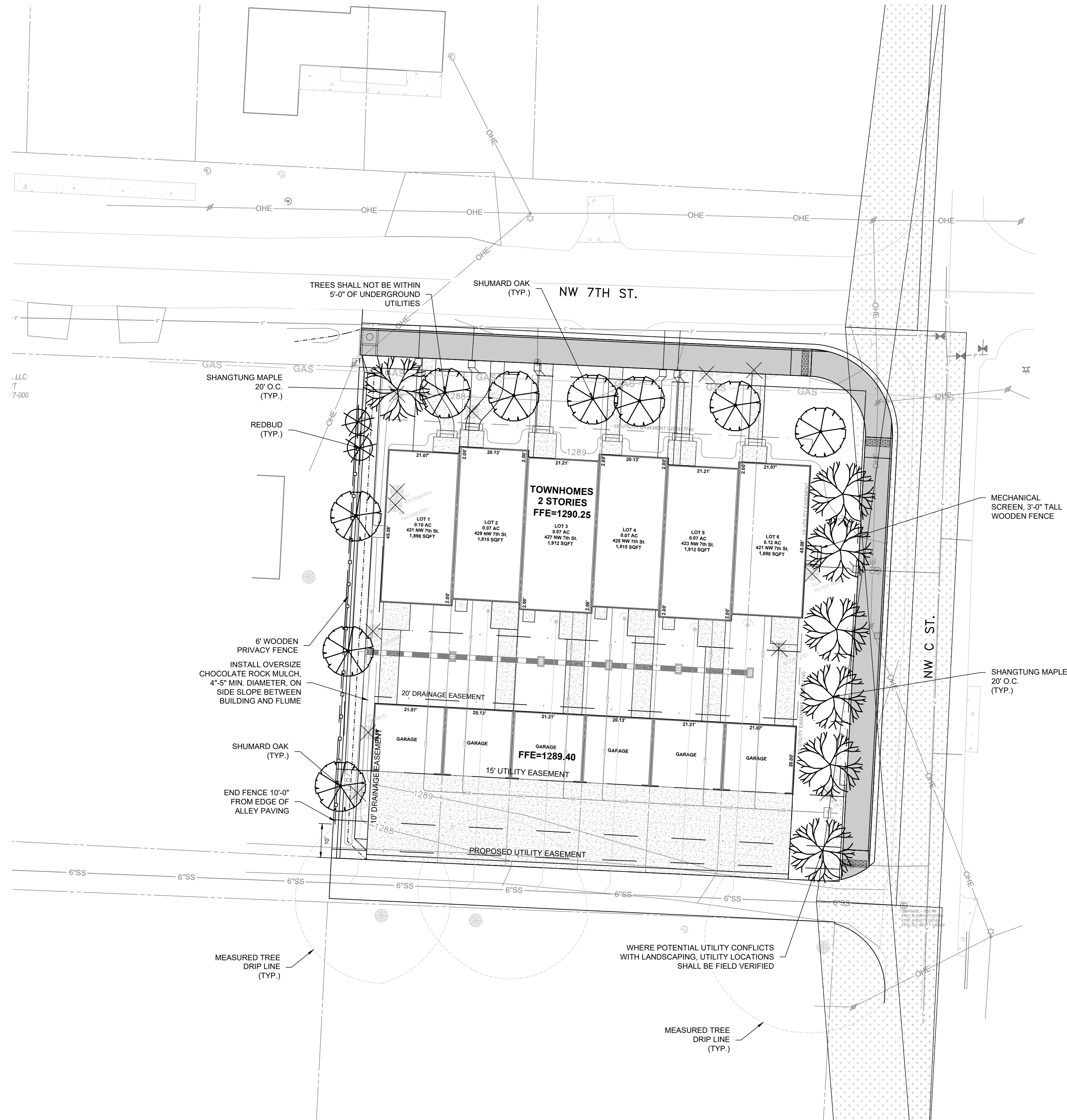
DATE: 07/01/2024

SHEET: 2 of 17

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X:\23 Proj\23069 Drawings\Project\23069\_MASTER.dwg - Plotted on 7/22/2024 9:43 AM @ a scale of 1:1 to AUTOCAD PDF (GENERAL DOCUMENTATION) PC3 by DANC



PLANT MATERIAL SCHEDULE

| Quantity | Symbol | Common Name     | Scientific Name   | Height | Width | Size     | Comments             |
|----------|--------|-----------------|-------------------|--------|-------|----------|----------------------|
| 6        |        | Shumard Oak     | Quercus shumardii | 6'-8'  | 3'-4' | 2"-Cal   | Large Deciduous Tree |
| 7        |        | Shangtung Maple | Acer truncatum    | 25'    | 20'   | 2.5"-Cal | Deciduous Tree       |
| 7        |        | Redbud          | Cercis canadensis | 6'-8'  | 3'-4' | 1.5"-Cal | Ornamental Tree      |

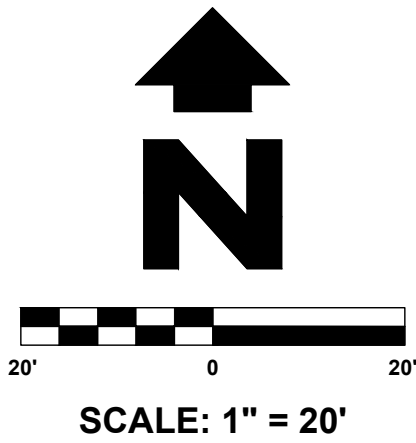
ALL PLANT MATERIALS SHALL MEET THE REQUIREMENTS OF THE AMERICAN STANDARD FOR NURSERY STOCK.  
LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR THE WATERING AND MAINTENANCE OF ALL INSTALLED PLANT MATERIAL UNTIL ACCEPTANCE.

**NOTE**  
THE CITY OF BENTONVILLE STREET STANDARDS, DRAINAGE CRITERIA MANUAL, SUBDIVISION ORDINANCE, WATER, SEWER, ELECTRIC UTILITY SPECIFICATIONS, AND STATE CODES SHALL GOVERN THESE PLANS. IF THERE ARE DESCRENCIES IN THE PLANS OR INFORMATION CONTAINED WITHIN, THE CITY OF BENTONVILLE ORDINANCES, STANDARDS AND SPECIFICATIONS SHALL RULE, UNLESS APPROVED IN WRITING BY THE CITY ENGINEER.

NO WETLAND DETERMINATION IS IN PROGRESS  
ALL LANDSCAPING MUST BE 5' MIN. FROM ALL PUBLIC UTILITIES

CAUTION - NOTICE TO CONTRACTOR:

THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND, WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED UPON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANY AT LEAST 72 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN BY THESE PLANS.



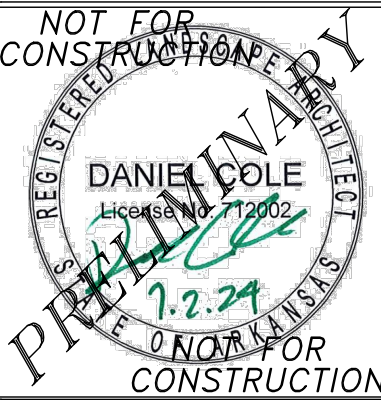
LEGEND

|  |                                |
|--|--------------------------------|
|  | PROPERTY LINE                  |
|  | EASEMENT                       |
|  | SETBACK                        |
|  | EXISTING SEWER LINE            |
|  | EXISTING WATER LINE            |
|  | EXISTING CURB AND GUTTER       |
|  | EXISTING STORM SEWER INLET     |
|  | EXISTING GAS LINE              |
|  | EXISTING ELECTRIC              |
|  | EXISTING CENTERLINE            |
|  | EXISTING GAS METER             |
|  | EXISTING CABLE PEDESTAL        |
|  | PROPOSED EASEMENT              |
|  | PROPOSED WATER LINE            |
|  | PROPOSED GAS LINE              |
|  | PROPOSED UNDERGROUND ELECTRIC  |
|  | PROPOSED STORM SEWER           |
|  | PROPOSED RETAINING WALL        |
|  | PROPOSED WATER METER           |
|  | PROPOSED SEWER SERVICE         |
|  | PROPOSED WATER VALVE           |
|  | PROPOSED FIRE HYDRANT          |
|  | PROPOSED STREET LIGHT          |
|  | PROPOSED ELECTRICAL METER      |
|  | PROPOSED GAS METER             |
|  | ADA PARKING SYMBOL             |
|  | CONCRETE PAVING                |
|  | CONCRETE SIDEWALKS             |
|  | SITE TRIANGLES                 |
|  | HANDICAP RAMP W/ WARNING STRIP |
|  | EXISTING TREE TO BE REMOVED    |

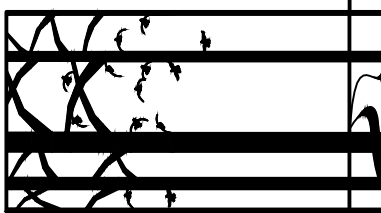
LANDSCAPE PLAN  
NW 7TH ST. TOWNHOMES  
LARGE SCALE DEVELOPMENT  
BENTONVILLE, AR

SHEET:

PROJECT:



SAND CREEK  
ENGINEERING AND LAND SURVEYING  
Bentonville, Arkansas 479 464-3262



MANAGER: DLC

DESIGNED BY: DLC

DRAWN BY: DLC

CHECKED BY: TRS

SCE PROJECT #: 23069

CURRENT REVISION: 6

DATE: 07/01/2024

SHEET: 7 of 17

BENTONVILLE ID LSD 24-0000

23069 - NW 7TH ST. TOWNHOMES



**Planning Commission  
Meeting Minutes  
August 6th, 2024  
Bentonville City Hall  
Tech Review: 4:30 PM  
Public Hearing: 5:00 PM**

**Meeting Recording:**

[https://us06web.zoom.us/rec/share/IedC8jG\\_qQ8WOSXEUTGaH7186PlvOgy9dT7ElrL0UcJJ5E8hST89Zr8rt08BZo8K.THqZ6nb0tlmd\\_D2C](https://us06web.zoom.us/rec/share/IedC8jG_qQ8WOSXEUTGaH7186PlvOgy9dT7ElrL0UcJJ5E8hST89Zr8rt08BZo8K.THqZ6nb0tlmd_D2C)

**Commissioners Present:** Reginald Wright (Chair), Ifeoma Ibekwe, Elaine Kerr, Danny Bennett, Dana Davis, Eric Hipp, Doug Bryant via Zoom

**Commissioners Absent:**

**Staff Present:** Tyler Overstreet, Tom Adler, Bradley Gavrielides, Sophie McAdara, Bonnie Bridges, Dan Weese

**I. Call to Order**

- Chairman Wright calls the meeting to order at 5:00 pm.

**II. Installation of New Commissioners, Election of Secretary, and Approval of Minutes**

**1. Installation of New Commissioners**

Chairman Wright welcomed two new members to the Planning Commission, Ifeoma "Iffy" Ibekwe and Doug Bryant.

**2. Election of Secretary**

- Commissioner Davis nominates Commissioner Kerr for the office of Secretary.
- Nomination of Commissioner Kerr to Office of Secretary approved 7-0.

**3. July 16<sup>th</sup>, 2024, Meeting Minutes**

**Approval of Meeting Minutes**

**4. July 30<sup>th</sup> Meeting Minutes**

**Approval of Meeting Minutes**

- July 16<sup>th</sup> and July 30<sup>th</sup> minutes are approved 7-0.

**III. Consent Agenda**

**1. Osage Hills Phase 1 Easement Plat**

**Easement Plat**

Southwest Pawhuska Street ([PLA24-0016](#))

**2. Lot 234 of the Original Town of Bentonville**

**Property Line Adjustment**

408 West Central Avenue ([PLA24-0017](#))

**3. Lots 8,9, and 10 of Green Acres Subdivision**

**Lot Split**

1003 Northwest A Street ([LS24-0022](#))



#### 4. Walmart Campus Zone 4, Phase 2- Building G (ACT)

**Final Plat**

1500 Southeast 8th Street ([FP24-0005](#))

- Mr. Adler provides a brief overview of the staff report for items on the consent agenda.
- Consent Agenda is approved 7-0.

#### **IV. New Business**

##### ***Advertised Public Hearings***

#### 1. **Thaden Elementary School**

**Conditional Use Permit\***

1000 Benton Street ([CU24-0010](#))

- Mr. Adler provides an overview of the staff report.
- Chairman Wright opens the public hearing.
- Molly Pace, with Ecological Design Group, representing the applicant, is here for any questions.
- Chairman Wright closes the public hearing.
- Conditional Use Permit is approved 7-0 with the following conditions:
  1. This Conditional Use Permit shall be valid in perpetuity.
  2. Any changes in scope, use, or ownership may require a new Conditional Use Permit. In addition, the Planning Commission has the ability to hold a public hearing on or revoke the Conditional Use at any time.
  3. The applicant shall coordinate with the Bentonville Building and Fire Safety Department for any additional permitting requirements.
  4. A Large Scale Development will be required to be submitted, reviewed and approved by the Planning Commission in accordance with the City of Bentonville Zoning, Building and Land Development Codes.
  5. The Large Scale Development shall be conditioned to provide 800' of vehicle storage on-site for pick-up and drop off.

#### 2. **Rivers Community Church**

**Conditional Use Permit \***

1803 Southwest Regional Airport Boulevard ([CU24-0011](#))

- Mr. Adler provides an overview of the staff report.
- Chairman Wright opens the public hearing.
- Sarah and Howard Novasky, the applicants, are on zoom for any questions.
- Chairman Wright closes the public hearing.
- A one-year Conditional Use Permit is approved 7-0.

#### 3. **Martin**

**Rezoning\***

505 Northwest C Street ([RZ24-0027](#))

**Rezoning:** R-1, Low-Density Single-Family Residential to DN-2, Downtown Medium Density Residential

- Mr. Adler provides an overview of the staff report.
- Chairman Wright opens the public hearing.
- Nancy Martin, the applicant, is here for any questions.
- Chairman Wright closes the public hearing.
- Rezone is approved 7-0.

4. **Suite Spaces LLC** **Rezoning\***  
3308 Southwest 14th Street ([RZ24-0028](#))  
**Future Land Use Map:** Residential Estate to General Commercial  
**Rezoning:** A-1, Agricultural to C-2, General Commercial
- Mr. Adler provides an overview of the staff report.
  - Chairman Wright opens the public hearing.
  - Landon Brack, representing the applicant, is here for any questions and addresses the concerns they received from the residents to the north concerning drainage and screening requirements.
  - James and Tonia Birchfield, the residents to the north, state that they are not opposed to the rezoning and are satisfied with the applicant's addressing of their concerns.
  - Commissioners discuss that while not required for the rezoning, the initial plans seem to conceptually address the site well and follow city requirements.
  - Mr. Adler provides information about the screening to the adjacent properties.
  - Chairman Wright closes the public hearing.
  - Future Land Use amendment is approved 7-0.
  - Rezone is approved 7-0.
5. **Ruiz** **Rezoning\***  
103 Southeast 13th Street ([RZ24-0029](#))  
**Future Land Use Map Amendment:** Low Density Residential (LDR) to Medium Density Residential (MDR)  
**Rezoning:** R-1, Low-Density Single-Family Residential to DN-2, Downtown Medium Density Residential
- Mr. Adler provides an overview of the staff report.
  - Chairman Wright opens the public hearing.
  - Bryce Masterson, the applicant, is here for any questions.
  - Chairman Wright closes the public hearing.
  - Commissioners discuss whether the zoning use fits in this space and what the draft future land use plan has this space designated as. Mr. Overstreet states that the draft future land use plan has this block as a walkable community, which is comparable to a DN-1 or DN-2, however the current land use plan designates this lot as low-density residential.
  - Commissioners express concern over placing a DN-2 mid-block of an R-1 block.
  - Future Land Use Amendment is denied 4-3.
  - Rezone is denied 5-2.
6. **Park Street** **Rezoning\***  
1000 North Main Street ([RZ24-0030](#))  
**Future Land Use Map Amendment:** Low Density Residential (LDR) to Medium Density Residential (MDR)  
**Rezoning:** R-1, Low-Density Single-Family Residential to DN-2, Downtown Medium Density Residential
- Mr. Adler provides an overview of the staff report.
  - Chairman Wright opens the public hearing.
  - Ted Dickey, representing the applicant, is here for any questions.
  - Chairman Wright closes the public hearing.

- Future Land Use Map Amendment is approved
- Rezone is approved 7-0.

7. **Winfield Group LLC**

**Rezoning\***

1003 Southeast 28th Street ([RZ24-0031](#))

**Rezoning:** RO, Residential Office to C-2, General Commercial

- Mr. Adler provides an overview of the staff report.
- Chairman Wright opens the public hearing.
- Parker Touchstone, the applicant, is here for any questions.
- Chairman Wright closes the public hearing.
- Rezone is approved 7-0.

**V. Other New Business**

1. **NW 7<sup>th</sup> Street Townhomes**

**Large Scale Development**

421, 423, 425, 427, 429 & 431 Northwest 7th Street ([LSD24-0015](#))

Mr. Adler provides an overview of the staff report.

- Chairman Wright opens this item up for public comment, not a public hearing, due to the number of citizens in attendance to speak on the item.
- During the public comment period, citizens state their concern over the lack of neighborhood context the 6-unit structure has amongst a neighborhood of primarily single-family downtown homes. Residents express concern about parking and maintenance of the shared alley as well as the increase in impervious surfaces and the impact it will have on stormwater runoff, green space, and tree cover. Residents also express their loss of trust experienced over this project. They state that they were not consulted on the change to a six-unit townhome structure stating that the applicant had advised several of them that it would be a maximum of three units. Many residents also provide commissioners with documentation of the current street parking situation, the current maintenance of the lot, and homes that have been impacted by new development in the downtown neighborhoods.
- Stacy Junior, who will be moving to 412 NW 6<sup>th</sup> Street next week, provides comment on his frustration with the lack of public participation in the LSD process. Mr. Junior states that he feels that an LSD in general is out of scale with the neighborhood and makes residents feel like they have no part in the process, as when developers come in to rezone, they are not required to disclose their plans. Mr. Junior states that while the LSD may meet the minimum requirements for an LSD to be approved, that the Planning Commission does have discretion to deny this LSD as the DN-2 district description states that townhomes *may* be located within the district. Mr. Junior states his concern regarding pressure by the developer on adjacent neighbors to sell.
- Kevin Brady, 419 NW 7<sup>th</sup> Street, provides comment on his concern that the units will be accessed via the shared alley, and that the alley will become a thoroughfare with the increased traffic. As each resident currently maintains the section of alley that abuts their property, Mr. Brady expresses concern that soon he will be responsible for maintaining their private entrance.
- Shannon Bedore, 502 Bella Vista Road and 111 Somerset, is here to express her disagreement with the proposal due to lack of sufficient parking. Ms. Bedore states that she is concerned by residents and guests parking on C and 7<sup>th</sup> street,

- compromising the safety of those already living on the street. Ms. Bedore states that she believes that no one should be allowed to use public roads to deal with insufficient parking in downtown and that multifamily housing that is not low cost or affordable should be built in places that already lack adequate infrastructure.
- Ms. Bedore states that she is frustrated with feeling like the neighbors have no control over what happens to their own homes.
  - Steven Lockwood, 704 NW D Street, provides two documents to the planning commission. One, a picture of a house on B street showing the impact of a residential home that is next to a much larger, new development. Mr. Lockwood states his concern that by the definition in the new Plan Bentonville, R-1 and single-family neighborhoods will be looked at differently and as less-than to larger developments. Mr. Lockwood states his concern that the greed of developers is outweighing the needs of the community who live in these districts.
  - Gail Harrington, 206 SE 6<sup>th</sup> Street, states that her neighborhood was involved in a development like the one before the commission today and provides the commission with images of what her street now looks like due to this development.
  - Mike Rush, 308 NW 6<sup>th</sup> Street, is located directly to the south of the proposed development. Mr. Rush demonstrates how many gallons will not be absorbed by the new impervious surface created by this development and states his concern over the drainage of this water on to his and his neighbor's lots, causing more pressure on the existing drainage issues.
  - Cindy Walters, 402 NW 6<sup>th</sup> Street, provides pictures to the commissioners of the street and a pre-tornado tree assessment that she had completed for the street. Ms. Walters states that the developer originally told her that the lot would become 3 single family homes, so she did not object to the rezoning at the time it came through Planning Commission. She also expresses concern about the development destroying any remaining tree canopy.
  - Lisa Lockwood, 704 NW D Street, states strong neighborhood concern about this development. Ms. Lockwood states that she moved to Bentonville and built their home here because of the neighborhood character. Ms. Lockwood provides her concern about further loss of trees and character, street infrastructure, and drainage. Ms. Lockwood states that she understands that the city has a big job regarding the amount of growth in the area but thinks that this is not the appropriate location to address this issue.
  - Charlotte Stacy, 412 NW 6<sup>th</sup> Street, states that she attended the July 30<sup>th</sup> Planning Commission meeting where she requests that developers help bear the burden of the problems they contribute to and that the commission send a message to other developers that developments that are out of scale with the existing fabric will not be approved. Ms. Stacy invites the developer to work with the neighborhood to find a solution that will not change the character of the neighborhood.
  - Monte Boulanger, 815 NE A Street, also owns 414 NW 6<sup>th</sup> Street. Mr. Boulanger reads from the City of Bentonville's website and talks about the neighborhood fabric and community response after the tornado.
  - Mr. Boulanger also states that each neighbor maintains their section of the alley currently, but now, there is a tree blocking the alley in front of the empty lot and the owner has not cleared the tree or maintained the alley and property. Mr. Boulanger states there are currently weeds close to 5 feet tall.



- Caroline Eastman, 403 NW 6<sup>th</sup> Street, states that she feels like every day her neighborhood has to put up armor to protect their homes and community fabric against new large developers. Ms. Eastman states that there are now more than ever, many vacant properties waiting to be torn down, and Airbnb and renters who are not permanent neighbors. Ms. Eastman requests that the commissioners be mindful of the people who have lived here and made Bentonville what it is.
- Chairman Wright closes the public comment.
- Commissioners discuss concerns over trash removal, amount of new pavement, drainage, lack of parking, smart growth principles, and the scale and harmony of the development within the existing neighborhood fabric.
- Dan Cole, with Sand Creek Engineering, provides an overview of the grading and stormwater detention plan and explains how the project meets required stormwater detention standards set by the city.
- Mr. Cole also addresses the concerns over parking, stating that each townhome has a 2-car garage and space for one extra car in front of the garage.
- The commissioners discuss the elevations of the development in context with surrounding homes.
- Large Scale Development is denied 7-0.

## **VI. Old Business**

## **VII. Other Business**

1. **Plan Bentonville Update** **Informational\***
  - Mr. Overstreet provides an update on Plan Bentonville. The Public Engagement aspect wrapped up last week, and the map has received 800 comments thus far.
2. **Move to designate Commissioner Bennett as the Planning Commission representative for the Board of Adjustments.**
  - Motion to designate Commissioner Bennett as the Planning Commissioner representative for the Board of Adjustments by Davis, second by Hipp.
  - Voice vote, all in favor.

## **VIII. Adjournment**

- Motion to adjourn by Hipp, second by Bennett.
- Meeting is adjourned.



### City of Bentonville, Arkansas Agenda Item Form

#### Item Details

|                              |                              |                           |                 |
|------------------------------|------------------------------|---------------------------|-----------------|
| <b>Council Meeting Date:</b> | 9/24/2024                    | <b>Submitted By:</b>      | Kelsi Frederick |
| <b>Phone:</b>                | 479-271-3115                 | <b>For Department(s):</b> | Legal           |
| <b>Email:</b>                | kfrederick@bentonvillear.com |                           |                 |

#### Item Type (Check all that apply)

|                                            |                                                |                                                  |                                           |
|--------------------------------------------|------------------------------------------------|--------------------------------------------------|-------------------------------------------|
| <input type="checkbox"/> Informational     | <input type="checkbox"/> Bid Award             | <input type="checkbox"/> Enter into an Agreement | <input type="checkbox"/> Change Order     |
| <input type="checkbox"/> Recognizing Funds | <input type="checkbox"/> Budget Adjustment     | <input type="checkbox"/> Waiver of Bid           | <input type="checkbox"/> Emergency Clause |
| <input type="checkbox"/> Ordinance         | <input checked="" type="checkbox"/> Resolution | <input type="checkbox"/> Informational           |                                           |

#### Title, Recommendation & Justification

|                                                          |                                                                                                                                                                                                                                                |
|----------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Title:</b>                                            | Resolution Requesting Approval to Declare Various Items as Surplus                                                                                                                                                                             |
| <b>Action Recommendation &amp; Justification:</b>        | Resolution to declare various items as surplus, to be sold via public Online Auction or disposed of properly at a later date. No budget adjustment is needed.                                                                                  |
| <b>Additional Comments for Consideration (Optional):</b> | The purpose of this declaration of surplus is to clear much needed space for various Departments. See attached list for more details on the items to be declared as surplus and either sold via public Online Auction or disposed of properly. |
| <b>Amount for Approval:</b>                              | \$                                                                                                                                                                                                                                             |

#### Budget Impact

Is this Item Budgeted? ☐ YES ☐ NO ☒ ITEM HAS NO COST ☐ OTHER: \_\_\_\_\_

#### Budget Adjustment (to be completed by Finance when applicable)

| Account Number (ORG-OBJECT) | Account Description | Expense | Revenue |
|-----------------------------|---------------------|---------|---------|
|                             |                     | \$      | \$      |
| Account Number (ORG-OBJECT) | Account Description | Expense | Revenue |
|                             |                     | \$      | \$      |
| Account Number (ORG-OBJECT) | Account Description | Expense | Revenue |
|                             |                     | \$      | \$      |
| Account Number (ORG-OBJECT) | Account Description | Expense | Revenue |
|                             |                     | \$      | \$      |

#### Fund(s) Impacted

(check all that apply)

☐ General Fund ☐ Utility Fund ☐ Street Fund ☐ Other(s): \_\_\_\_\_

Budget Impact Notes for Consideration (Optional):

No cost to the City

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

www.bentonvillear.com

Please Recycle!

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION DECLARING CERTAIN PROPERTY BELONGING TO  
VARIOUS DEPARTMENTS OF THE CITY OF BENTONVILLE, AS  
SURPLUS PROPERTY; AUTHORIZING ITS DISPOSAL; AND FOR  
OTHER PURPOSES.**

**WHEREAS**, the City Council of the City of Bentonville has determined that the list of items from various departments in the attached Exhibit “A”, have become obsolete and are no longer used by the City; therefore, they should be declared surplus property;

**WHEREAS**, upon being approved and declared as surplus, these items will be sold via online auction or properly disposed of; and

**WHEREAS**, this Resolution is in accordance with Ark. Code Ann. § 14-54-302.

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

Section 1: The City of Bentonville may dispose of the items contained in attached Exhibit “A”;

Section 2: A record of all items that are disposed of shall be maintained;

Section 3 - Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 4 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

**PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.**

**APPROVED:**

\_\_\_\_\_  
**Stephanie Orman, MAYOR**

**ATTEST:**

\_\_\_\_\_  
**Malorie Marrs, CITY CLERK**

**EXHIBIT "A"**

| Line | Item Description                                                                                | Qt | UO  | Depart  | General       | Action      | Transferring To      | Asset ID, S/N, VIN      |
|------|-------------------------------------------------------------------------------------------------|----|-----|---------|---------------|-------------|----------------------|-------------------------|
| 1    | Lot of 4 Upholstered Wood Chairs                                                                | 1  | Lot | Legal   | Furniture     | Auction     |                      |                         |
| 2    | Dented file cabinet                                                                             | 1  | Ea  | Legal   | Furniture     | Auction     |                      |                         |
| 3    | Lot of furniture including wood desks, metal cabinets and wood filing                           | 1  | Lot | Water   | Furniture     | Auction     |                      |                         |
| 4    | Stand mount                                                                                     | 1  | Ea  | Legal   | Furniture     | Dispose     |                      |                         |
| 5    | 2013 Dodge 1500, 4 Door, short bed                                                              | 1  | Ea  | Water   | Vehicle/large | Auction     |                      | Asset ID: 3020-19; VIN: |
| 6    | 2002 Case 580 Super M Backhoe                                                                   | 1  | Ea  | Water   | Vehicle/large | Auction     |                      | Asset ID: 520-27;       |
| 7    | Bucket Truck- FREIGHT LINER                                                                     | 1  | Ea  | Parks   | Vehicle/large | Auction     |                      | Asset ID: 5030-06; VIN: |
| 8    | Hotsy PowerWasher System 3500PSI                                                                | 1  | Ea  | Parks   | Tools         | Dispose     |                      | Serial #: 11100120-     |
| 9    | Lot of 3 Vacuum Cleaners                                                                        | 1  | Lot | Parks   | Cleaning      | Dispose     |                      | B264017664;             |
| 10   | Lot of 4 Janitorial Scrubbers                                                                   | 1  | Lot | Parks   | Cleaning      | Dispose     |                      | 10106; 10373; 10505     |
| 11   | Set of 2 Office Chairs (Red with wood handles)                                                  | 1  | Lot | HR      | Furniture     | Auction     |                      |                         |
| 12   | Light square table                                                                              | 1  | Ea  | Parks   | Furniture     | Auction     |                      |                         |
| 13   | Dark Brown Ottoman                                                                              | 1  | Ea  | Parks   | Furniture     | Auction     |                      |                         |
| 14   | Orange Ottoman                                                                                  | 1  | Ea  | Parks   | Furniture     | Auction     |                      |                         |
| 15   | Lot of 3 Vizio TV's                                                                             | 1  | Lot | Parks   | Electronic    | Auction     |                      |                         |
| 16   | Lot of 4 Franklin Tee Ball Tees and 1 Easton Tee Ball Tee                                       | 1  | Lot | Parks   | Equipment     | Auction     |                      |                         |
| 17   | Toddler Plastic Gate                                                                            | 1  | Ea  | Parks   | Toys          | Dispose     |                      |                         |
| 18   | LeMond Fitness Cycle Bike                                                                       | 1  | Ea  | Parks   | Equipment     | Auction     |                      |                         |
| 19   | Alumigoal Athletics                                                                             | 1  | Lot | Parks   | Equipment     | Auction     |                      |                         |
| 20   | Lot of 5 new and 13 used 2'x3' framed plexi glass with hanging hooks and 8'x8' clear vinyl with | 1  | Lot | Parks   | Miscellaneous | Auction     |                      |                         |
| 21   | Rowing Machine - ERG                                                                            | 1  | Ea  | Parks   | Equipment     | Dispose     |                      |                         |
| 22   | Lot of 4 Padded Fitness Floor - Black with green                                                | 1  | Lot | Parks   | Equipment     | Auction     |                      |                         |
| 23   | Lot of 2 Thump Speakers                                                                         | 1  | Lot | Parks   | Electronics   | Auction     |                      |                         |
| 24   | Lot of Archery Equipment - 11 Wild Cat Bows 28", 50 - 100 Arrows, 8                             | 1  | Ea  | Parks   | Equipment     | Auction     |                      |                         |
| 25   | Lot of 25 Seasonal Lanvards                                                                     | 1  | Lot | Parks   | Miscellaneous | Dispose     |                      |                         |
| 26   | Lot of 1,500 Star Pins                                                                          | 1  | Lot | Parks   | Miscellaneous | Auction     |                      |                         |
| 27   | Pickleball Net                                                                                  | 1  | Ea  | Parks   | Equipment     | Auction     |                      |                         |
| 28   | Quick-Release 11-inch ladder hook                                                               | 1  | Lot | Parks   | Tools         | Auction     |                      |                         |
| 29   | PRO 4700 ELLIPTICAL                                                                             | 1  | Ea  | FIRE    | Equipment     | Auction     |                      |                         |
| 30   | SCOTSMAN ICE MACHINE                                                                            | 1  | Ea  | FIRE    | Office        | Dispose     |                      |                         |
| 31   | Lot of 5 Jonsered Chainsaws 16' Bar with Chain                                                  | 1  | Lot | FIRE    | Tools         | Auction     |                      |                         |
| 32   | CYBEX 771AT ARC TRAINER                                                                         | 2  | Ea  | FIRE    | Equipment     | Auction     |                      |                         |
| 33   | INMAR 14FT INFLATABLE RESCUE BOAT/NO MOTOR                                                      | 2  | Ea  | FIRE    | Vehicle/large | Dispose     |                      |                         |
| 34   | JUSTRITE DRUM OIL SPILL PALLET AND 3 BARRELS                                                    | 1  | Ea  | FIRE    | Miscellaneous |             |                      |                         |
| 35   | Blue Bench                                                                                      | 1  | Ea  | Library | Furniture     | Transfer    | Lincoln Library      |                         |
| 36   | Accent Chair w Arm Rest                                                                         | 9  | Ea  | Library | Furniture     | Transfer    | Lincoln Library, Iva |                         |
| 37   | Childrens Chair - small wood                                                                    | 14 | Ea  | Library | Furniture     | Transfer    | Marion Countv        |                         |
| 38   | Two Seat Couch                                                                                  | 1  | Ea  | Library | Furniture     | Transfer    | Iva Jane Peek Public |                         |
| 39   | Wood Top Shelf                                                                                  | 1  | Lot | Library | Furniture     | Transfer    |                      |                         |
| 40   | Lot of Miscellaneous Children's Games/Toys                                                      | 1  | Lot | Library | Toys          | Auction     |                      |                         |
| 41   | Lot of 2 National Youth Science Dav Kits                                                        | 1  | Lot | Library | Toys          | Auction     |                      |                         |
| 42   | Mobile Childrens Picture Book Bin-Green                                                         | 11 | Ea  | Library | Furniture     | Transfer or | Sulphur Springs      |                         |
| 43   | Mobile Childrens Picture Book Bin-Purple                                                        | 6  | Ea  | Library | Furniture     | Transfer    | Marion Countv        |                         |
| 44   | Lot of 4 Childrens Stools                                                                       | 4  | Lot | Library | Furniture     | Discard     |                      |                         |
| 45   | Kravyon iPad Station                                                                            | 1  | Ea  | Library | Furniture     | Discard     |                      |                         |



**EXHIBIT "A"**

|    |                                                     |     |     |         |               |             |                       |  |
|----|-----------------------------------------------------|-----|-----|---------|---------------|-------------|-----------------------|--|
| 46 | Computer Chair-broken                               | 1   | Ea  | Library | Furniture     | Discard     |                       |  |
| 47 | Lot of Easel Rolls (paper)                          | 1   | Lot | Library | Miscellaneous | Auction or  |                       |  |
| 48 | Accent Chair Without Arms Rest                      | 3   | Ea  | Library | Furniture     | Transfer or | Iva Jane Peek Public  |  |
| 49 | End Table                                           | 1   | Ea  | Library | Furniture     | Transfer or |                       |  |
| 50 | Green Craft Table                                   | 2   | Ea  | Library | Furniture     | Transfer    |                       |  |
| 51 | Green Round Table                                   | 3   | Ea  | Library | Furniture     | Transfer    | Lincoln Library       |  |
| 52 | Green Study Chairs                                  | 16  | Ea  | Library | Furniture     | Transfer    | Marion County         |  |
| 53 | Green Study Table                                   | 3   | Ea  | Library | Furniture     | Transfer    |                       |  |
| 54 | Green Vacuum                                        | 1   | Ea  | Library | Furniture     | Discard     |                       |  |
| 55 | Lady Bug Book Display                               | 1   | Ea  | Library | Furniture     | Transfer or | Marion County         |  |
| 56 | Lot of 3 Metal Underdesk Drawers                    | 1   | Lot | Library | Furniture     | Auction     |                       |  |
| 57 | Blue Ottoman                                        | 2   | Ea  | Library | Furniture     | Transfer    | Gentry Public Library |  |
| 58 | Lamination Pouches                                  | Lot | Lot | Library | Miscellaneous | Dispose     |                       |  |
| 59 | Ottoman                                             | 3   | Lot | Library | Furniture     | Dispose     |                       |  |
| 60 | Printer/Scanner w Toner                             | Lot | Lot | Library | Office        | Dispose     |                       |  |
| 61 | Lot of Various Task Chairs                          | Lot | Lot | Library | Furniture     | Transfer or |                       |  |
| 62 | 2 Foot Teardrop Desk-tbd                            | Lot | Lot | Library | Furniture     | Dispose     |                       |  |
| 63 | Weaving Loom                                        | 1   | Ea  | Library | Furniture     | Dispose     |                       |  |
| 64 | Workdesk (rectangle)                                | 2   | Ea  | Library | Furniture     | Transfer or | Marion County         |  |
| 65 | Lot of 4 Step Stools                                | 1   | Lot | Library | Furniture     | Dispose     |                       |  |
| 66 | Overhead wood cabinet                               | 1   | Ea  | Library | Furniture     | Transfer or |                       |  |
| 67 | Task Chair                                          | 1   | Ea  | Library | Furniture     | Transfer    | Marion County         |  |
| 68 | Atlas Stand                                         | 1   | Ea  | Library | Furniture     | Transfer or |                       |  |
| 69 | Lectern                                             | 1   | Ea  | Library | Furniture     | Transfer or |                       |  |
| 70 | Mobile Printer Stand w Storage                      | 1   | Ea  | Library | Furniture     | Transfer or |                       |  |
| 71 | Lot of 3 Large wood study tables                    | 1   | Lot | Library | Furniture     | Auction     |                       |  |
| 72 | Lot of 3 3 Foot Square Table                        | 1   | Lot | Library | Furniture     | Auction     |                       |  |
| 73 | Metal Rolling Book Carts                            | Lot | Lot | Library | Furniture     | Transfer or | Lincoln Library       |  |
| 74 | Lot of 2 Upholstered Chairs w Arms                  | 1   | Lot | Library | Furniture     | Auction     |                       |  |
| 75 | Computer Tan Study Desk                             | Lot | Lot | Library | Furniture     | Auction     |                       |  |
| 76 | Black & White Photocopier                           | 1   | Ea  | Library | Electronics   | Transfer or |                       |  |
| 77 | Lot of 16 Big Lockers (regular size / double stack) | 1   | Lot | Library | Furniture     | Auction     |                       |  |
| 78 | Lot of 18 Small Lockers (square stack)              | 1   | Lot | Library | Furniture     | Auction     |                       |  |
| 79 | Lot of 3 L-Shape workdesk                           | 3   | Lot | Library | Furniture     | Dispose     |                       |  |
| 80 | 6 Foot Meeting Room Tables                          | Lot | Lot | Library | Furniture     | Auction     |                       |  |
| 81 | Short Book Carts                                    | 5   | Ea  | Library | Furniture     | Transfer    | Marion County         |  |
| 82 | Sofa                                                | 1   | Ea  | Library | Furniture     | Auction     |                       |  |
| 83 | Rolling Metal Cart w wheels                         | 1   | Ea  | Library | Furniture     | Transfer    | Marion County         |  |
| 84 | TV                                                  | 1   | Ea  | Library | Electronics   | Auction     |                       |  |
| 85 | Lot of 7 Wood Chairs                                | 1   | Lot | Library | Furniture     | Auction     |                       |  |
| 86 | Bookshelf-painted wood                              | 2   | Lot | Library | Furniture     | Dispose     |                       |  |
| 87 | 3 Foot Bookshelf custom wood                        | 4   | Ea  | Library | Furniture     | Transfer or |                       |  |
| 88 | Rolling Bookdrop Bin                                | 4   | Ea  | Library | Furniture     | Transfer    |                       |  |
| 89 | Narrow Rolling Book Cart                            | LO  | Ea  | Library | Furniture     | Transfer    | Pea Ridge Library,    |  |
| 90 | Workdesk (small rectangle)                          | 2   | Ea  | Library | Furniture     | Transfer or |                       |  |
| 91 | Lot of 4 to 6 Sidekick storage units                | 4   | Lot | Library | Furniture     | Auction     |                       |  |
| 92 | Workstation                                         | 1   | Ea  | Library | Furniture     | Auction or  |                       |  |
| 93 | Change machine                                      | 1   | Ea  | Library | Furniture     | Dispose or  |                       |  |
| 94 | Lot of 8 Task chairs various - large                | 1   | Lot | Library | Furniture     | Dispose     |                       |  |



### City of Bentonville, Arkansas Agenda Item Form

#### Item Details

|                              |                             |                           |                |
|------------------------------|-----------------------------|---------------------------|----------------|
| <b>Council Meeting Date:</b> | 9/24/2024                   | <b>Submitted By:</b>      | Tracy Billings |
| <b>Phone:</b>                | 479-696-0229                | <b>For Department(s):</b> | Transportation |
| <b>Email:</b>                | tbillings@bentonvillear.com |                           |                |

#### Item Type (Check all that apply)

|                                            |                                                |                                                  |                                           |
|--------------------------------------------|------------------------------------------------|--------------------------------------------------|-------------------------------------------|
| <input type="checkbox"/> Informational     | <input type="checkbox"/> Bid Award             | <input type="checkbox"/> Enter into an Agreement | <input type="checkbox"/> Change Order     |
| <input type="checkbox"/> Recognizing Funds | <input type="checkbox"/> Budget Adjustment     | <input type="checkbox"/> Waiver of Bid           | <input type="checkbox"/> Emergency Clause |
| <input type="checkbox"/> Ordinance         | <input checked="" type="checkbox"/> Resolution | <input type="checkbox"/> Informational           |                                           |

#### Title, Recommendation & Justification

|                                                          |                                                                                                                                                         |
|----------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Title:</b>                                            | Resolution Setting Public Hearing for Alley Right of Way Vacation (VAC24-0008)                                                                          |
| <b>Action Recommendation &amp; Justification:</b>        | Approve Resolution to set Public Hearing for October 8, 2024 for Alley Right of Way Vacation located at Lot 1B, Block 2 of Banks Addition (VAC24-0008). |
| <b>Additional Comments for Consideration (Optional):</b> | Resolution and GIS Vicinity Map attached.                                                                                                               |

|                             |      |
|-----------------------------|------|
| <b>Amount for Approval:</b> | \$ 0 |
|-----------------------------|------|

#### Budget Impact

Is this Item Budgeted? ☐ YES ☐ NO ☒ ITEM HAS NO COST ☐ OTHER: \_\_\_\_\_

#### Budget Adjustment (to be completed by Finance when applicable)

| Account Number (ORG-OBJECT) | Account Description | Expense | Revenue |
|-----------------------------|---------------------|---------|---------|
| Account Number (ORG-OBJECT) | Account Description | Expense | Revenue |
| Account Number (ORG-OBJECT) | Account Description | Expense | Revenue |
| Account Number (ORG-OBJECT) | Account Description | Expense | Revenue |
| Account Number (ORG-OBJECT) | Account Description | Expense | Revenue |

#### Fund(s) Impacted

(check all that apply)

☐ General Fund ☐ Utility Fund ☐ Street Fund ☐ Other(s): \_\_\_\_\_

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

www.bentonvillear.com

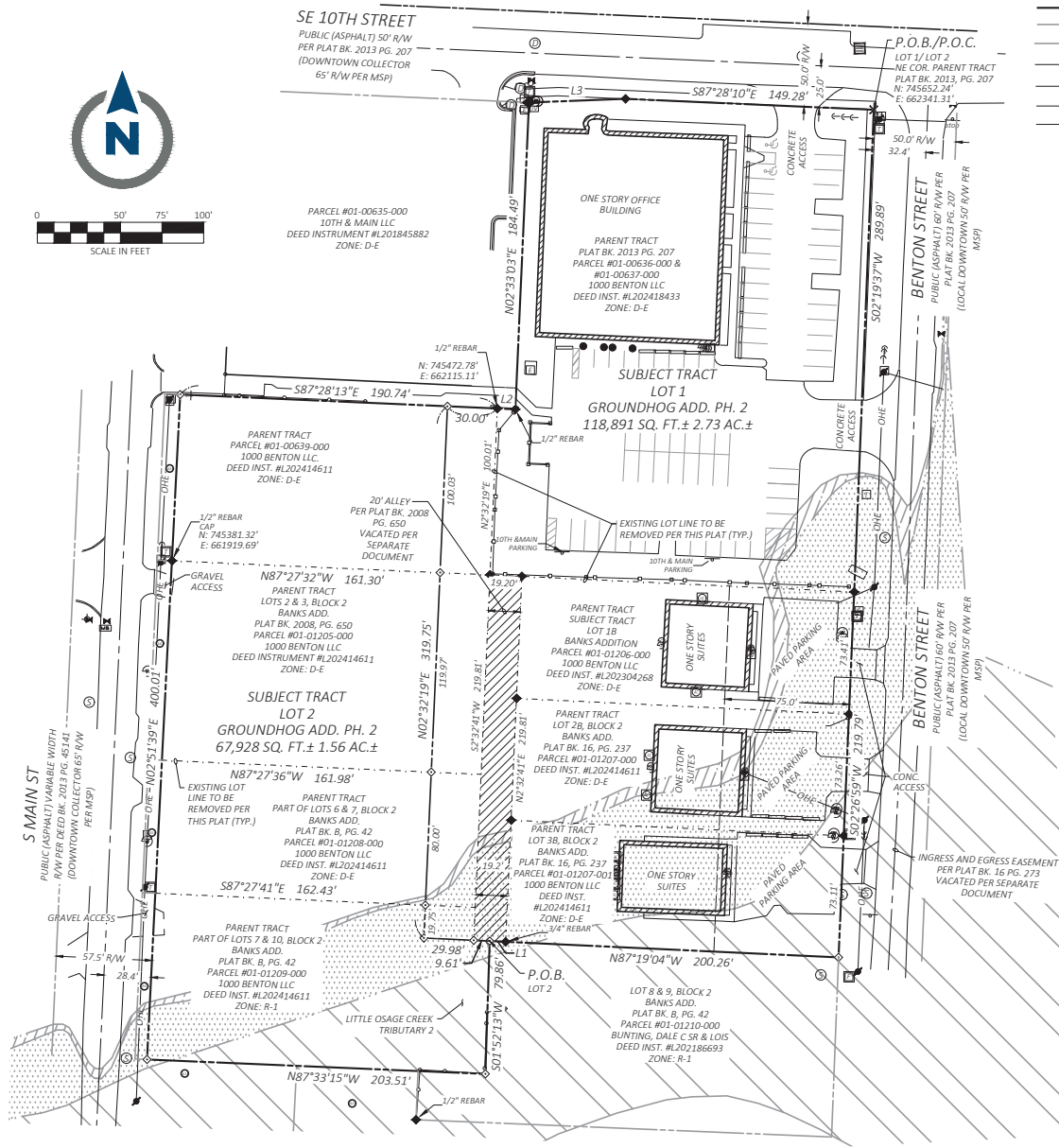
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Page 43 of 309



VAC24-0008  
Ground Hog Alley Alley Vacation  
1006 Benton St





| Legend                                                                              |                                                        |                                                                                     |                        |
|-------------------------------------------------------------------------------------|--------------------------------------------------------|-------------------------------------------------------------------------------------|------------------------|
|  | Boundary Line                                          |  | Sewer Clean Out        |
|  | Adjoining Boundary Line                                |  | Guy Wire / Anchor      |
|  | Flood Hazard Line                                      |  | Utility Pole           |
|  | Centerline                                             |  | Handicap Parking (ADA) |
|  | Overhead Electric Line                                 |  | Wheel Stop             |
|  | Wood Fence Line                                        |  | Fiber Optic Riser      |
|  | Chainlink Fence Line                                   |  | Gas Meter              |
|  | Found Chiseled "X"                                     |  | Gas Riser              |
|  | Benchmark (BM)                                         |  | Electric Meter         |
|  | Found Monument (5/8-inch rebar unless otherwise noted) |  | Water Meter            |
|                                                                                     | Set 5/8" Rebar "LS#1618"                               |  | Drainage Manhole (DMH) |
|  | Electric Riser                                         |  | Telephone Vault        |
|  | Telephone Riser                                        |  | Cable TV Riser         |
|  | Air Conditioner Unit                                   |  | Grate Inlet (GI)       |
|  | Water Valve                                            |  | Master Street Plan     |
|  | Traffic Sign (Stop Sign)                               |  | Right-of-Way           |
|  | Fire Hydrant                                           |  | FEMA Floodway          |
|  | Sewer Manhole (SMH)                                    |                                                                                     | FEMA Zone "X - Shaded" |
|  | Polyvinyl Chloride Pipe                                |                                                                                     | FEMA Zone "AE"         |
|  | Reinforced Concrete Pipe                               |  | Alley to be vacated    |
|  | Corrugated Plastic Pipe                                |                                                                                     |                        |

| Property Line Table |             |        |
|---------------------|-------------|--------|
| Line #              | Direction   | Length |
| L1                  | N87°19'04"W | 9.59'  |
| L2                  | S87°25'45"E | 10.82' |
| L3                  | N87°48'18"E | 58.09' |

## Survey Description of Lot 1 &amp; 2:

Lots 1 & 2, Block 2, and portions of vacated alleys and right-of-way per Ordinance of Grounding Addition to the City of Bentonville per Plat Bk. 2013 Pg. 207, Plat Bk. K Pg. 83, Plat Bk. Z Pg. 270, Plat Bk. B Pg. 42, Plat Bk. 2008 Pg. 650 in public records of Benton County Arkansas and being described by metes and bounds as follows:

## Lot 1

BEGINNING at a Chiseled "X" located at the Northeast Corner of said Subject Tract Lot 1, Block 2; THENCE along the East Line of said Lot 1, South 02°19'37" West, 289.89 feet to a 5/8-inch rebar; THENCE continuing along said East Line, South 02°36'59" West, 219.79 feet to a 5/8-inch rebar with cap LS1618 set at the Southeast corner of said Lot 1; THENCE along said South Line the following four (4) courses:

1. North 87°19'04" West, 200.26 feet to 3/4-inch rebar found at the Southeast corner of a 20-foot Vacated Alley per Deed Book 2008, Page 650;
2. North 87°19'04" West, 9.59 feet to a 5/8-inch rebar with cap LS1618 set at the Centerline of said Vacated Alley;
3. North 87°19'04" West, 9.61 feet to a 5/8-inch rebar with cap LS1618;
4. North 87°19'04" West, 29.98 feet to a 5/8-inch rebar with cap LS1618;

THENCE along the West Line of Lot 1, North 02°32'19" East, 319.75 feet to a 5/8-inch rebar with cap LS1618 set at the Northwest Corner of parcel of land (Parcel #01-00637-000) described at Plat Book 2013, Page 207; THENCE along the North line of parcel of land (Parcel #01-00367), South 87°27'41" East, 30.00 feet to a 1/2-inch rebar; THENCE continuing along said North Line, South 87°25'45" East, 10.82 feet to a 1/2-inch rebar; THENCE along the West Line of said Lot 1, North 02°53'03" East, 184.49 feet to a 5/8-inch rebar found at the Northwest corner of said Lot 1; THENCE along the North line of said Lot 1, North 87°48'18" East, 58.09 feet to a 5/8-inch rebar; THENCE continuing along said North Line, South 87°28'10" East, 149.28 feet; to the POINT OF BEGINNING containing 118,891 square feet or 2.73 acres, more or less.

## Lot 2

BEGINNING at a 5/8-inch rebar with cap LS1618 set at the Centerline of said 20-foot Vacated Alley per Deed Book 2008, Page 650; THENCE along the East line of said Lot 2, South 01°52'13" West, 79.86 feet to a 5/8-inch rebar with cap LS1618 set at the Southeast corner of Lot 2; THENCE along the South line of said Lot 2, North 87°33'15" West, 203.51 feet to a 5/8-inch rebar with cap LS1618 set at the Southwest corner of Lot 2; THENCE along the West line of said Lot 2, North 02°51'39" East, 400.01 feet to a 5/8-inch rebar with cap LS1618 set at the Northwest corner of Lot 2; THENCE along the North Line of said Lot 2, South 87°28'19" East, 160.74 feet to a 5/8-inch rebar with cap LS1618 set at the Northeast corner of Lot 2; THENCE along the East line of said Lot 2, South 02°32'19" West, 319.75 feet to a 5/8-inch rebar with cap LS1618 set at the Southwest Corner of said Lot 1; THENCE along the South Line of said Lot 1, South 87°19'04" East, 39.59 feet; to the POINT OF BEGINNING containing 67,929 square feet or 1.56 acres, more or less.

State Survey Code: 500-20N-30W-0-31-210-04-1618



CEI ENGINEERING ASSOCIATES, INC.  
2600 NE 11TH ST, SUITE 300  
BENTONVILLE, AR 72712  
PHONE: (479) 273-9472  
FAX: (479) 273-0844  
CORPORATE TRSLS FIRM #10031500

3030 LBJ FREEWAY, SUITE 920  
DALLAS, TX 75234  
PHONE: (972) 488-3737  
FAX: (972) 488-6732

Replat  
1000 Benton LLC  
1000 Benton Street  
Bentonville, Benton County, Arkansas

Preliminary  
This document shall  
not be recorded for any  
purpose and shall not  
be used or viewed or  
relied upon as a final  
survey document



|                        |          |
|------------------------|----------|
| PROFESSIONAL OF RECORD | DGR      |
| DESIGNER               | WAP      |
| FIELD WORK             | KDM      |
| CEI PROJECT NUMBER     | 33856    |
| DATE                   | 8/7/2024 |
| REVISION               | REV-0    |

Replat

SHEET TITLE  
SHEET NUMBER



**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 100 Benton, LLC requesting alley right of way easement vacation (VAC24-0008) within the City of Bentonville, Arkansas be vacated, which said right of way easement is described as follows:

A 20-foot alley being a part of Banks Addition to City of Bentonville as shown at Plat Book 2008, Page 650 in the public records of Benton County, Arkansas and being described by metes and bounds as follows:

**BEGINNING** at a 5/8-inch rebar found at the Northwest Corner of Lot 1B, Block 2 of said Banks Addition;

**THENCE** along the West Lines of Lots 1B, 2B, & 3B, South 02°32'41" West, passing through a 5/8-inch rebar at a distance of 73.37 feet, passing through a 5/8-inch rebar at a distance of 146.65 feet and continuing for a total distance of 219.81 feet to a 3/4-inch rebar found on the North Line of Lots 8 & 9, Block 2 of said Banks Addition per Plat book B, Page 42;

**THENCE** along said North Line, North 87°19'04" West, 19.20 feet to a 5/8-inch rebar with cap LS1618 set on the East Line of Lots 2, 3, 6, & 7 of said Block 2;

**THENCE** along said East Line, North 02°32'41" East, 219.81 feet;

**THENCE** South 87°27'32" East, 19.20 feet to the **POINT OF BEGINNING** containing 4,221 square feet or 0.10 acres, 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 October 8, 2024 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 \_\_\_\_\_, 2024 at a regular meeting of the City Council of the City of Bentonville, Arkansas.

\_\_\_\_\_  
**Malorie Marrs, City Clerk**  
Bentonville, Arkansas

\_\_\_\_\_  
**Stephanie Orman, Mayor**  
City of Bentonville, Arkansas



## City of Bentonville, Arkansas Agenda Item Form

### Item Details

|                              |                             |                           |                |
|------------------------------|-----------------------------|---------------------------|----------------|
| <b>Council Meeting Date:</b> | 9/24/2024                   | <b>Submitted By:</b>      | Tracy Billings |
| <b>Phone:</b>                | 479-696-0229                | <b>For Department(s):</b> | Transportation |
| <b>Email:</b>                | tbillings@bentonvillear.com |                           |                |

### Item Type (Check all that apply)

|                                            |                                                |                                                  |                                           |
|--------------------------------------------|------------------------------------------------|--------------------------------------------------|-------------------------------------------|
| <input type="checkbox"/> Informational     | <input type="checkbox"/> Bid Award             | <input type="checkbox"/> Enter into an Agreement | <input type="checkbox"/> Change Order     |
| <input type="checkbox"/> Recognizing Funds | <input type="checkbox"/> Budget Adjustment     | <input type="checkbox"/> Waiver of Bid           | <input type="checkbox"/> Emergency Clause |
| <input type="checkbox"/> Ordinance         | <input checked="" type="checkbox"/> Resolution | <input type="checkbox"/> Informational           |                                           |

### Title, Recommendation & Justification

|                                                          |                                                                                                                                                                   |
|----------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Title:</b>                                            | Resolution Setting a Public Hearing for Sewer Utility Easement Vacation (VAC24-0009)                                                                              |
| <b>Action Recommendation &amp; Justification:</b>        | Approve Resolution to set Public Hearing for October 8, 2024 for two Sewer Utility Easement Vacations located at Lot 4 of Bentonville Plaza Add PH2 (VAC24-0009). |
| <b>Additional Comments for Consideration (Optional):</b> |                                                                                                                                                                   |

|                             |      |
|-----------------------------|------|
| <b>Amount for Approval:</b> | \$ 0 |
|-----------------------------|------|

### Budget Impact

Is this Item Budgeted? ☐ YES ☐ NO ☒ ITEM HAS NO COST ☐ OTHER: \_\_\_\_\_

### Budget Adjustment (to be completed by Finance when applicable)

| Account Number (ORG-OBJECT) | Account Description | Expense | Revenue |
|-----------------------------|---------------------|---------|---------|
| Account Number (ORG-OBJECT) | Account Description | Expense | Revenue |
| Account Number (ORG-OBJECT) | Account Description | Expense | Revenue |
| Account Number (ORG-OBJECT) | Account Description | Expense | Revenue |
| Account Number (ORG-OBJECT) | Account Description | Expense | Revenue |

### Fund(s) Impacted

(check all that apply)

☐ General Fund ☐ Utility Fund ☐ Street Fund ☐ Other(s): \_\_\_\_\_

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

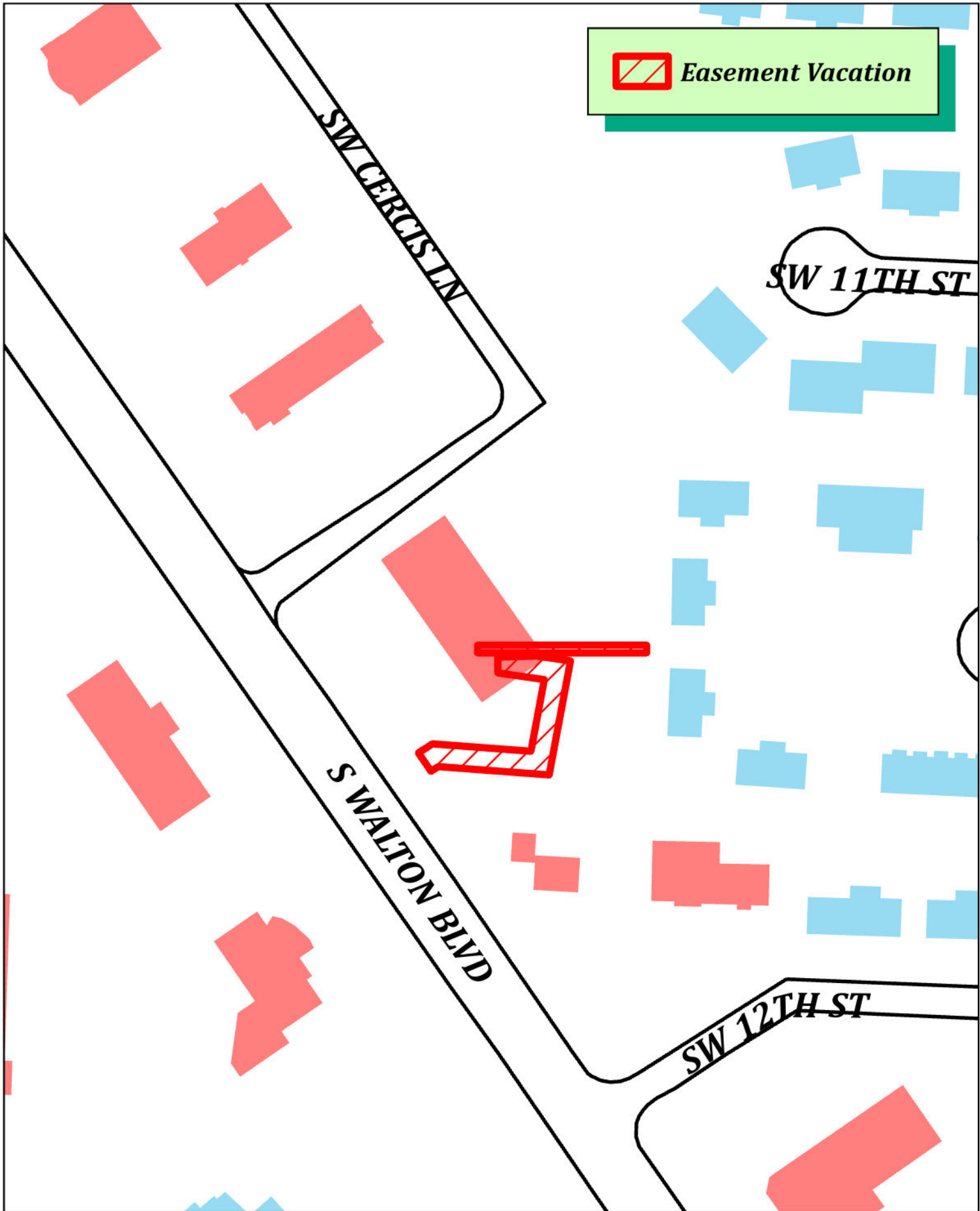
City Hall

305 SW A Street Bentonville, AR 72712

www.bentonvillear.com

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Page 47 of 309



VAC24-0009  
Proposed Easement Vacation  
1101 S WALTON BLVD



NOT A SURVEY OR PLAT



| LINE TABLE |             |          |
|------------|-------------|----------|
| LINE #     | BEARING     | DISTANCE |
| L1         | N57°31'00"E | 11.40'   |
| L2         | S85°42'00"E | 94.29'   |
| L3         | N10°36'00"E | 84.87'   |
| L4         | N81°45'00"W | 43.93'   |
| L5         | N0°00'00"E  | 3.00'    |
| L6         | S0°00'00"E  | 7.00'    |
| L7         | N90°00'00"W | 152.07'  |
| L8         | N0°00'00"E  | 7.00'    |
| L9         | N90°00'00"E | 152.07'  |

NOTES

1. BASIS OF BEARINGS: GRID NORTH OF THE ARKANSAS STATE PLANE COORDINATE SYSTEM OF 1983, NORTH ZONE ESTABLISHED BY OPUS REFERENCE FRAME: (2011)(EPOCH:2010.0000).
2. ALL DISTANCES SHOWN HEREON ARE IN U.S. SURVEY FEET.

LEGEND

- PROPERTY LINE OF SUBJECT LOT
- EASEMENT LINE OF EASEMENT TO BE VACATED
- REFERENCE LINE FOR EASEMENT
- CENTERLINE
- FOUND MONUMENT, AS NOTED
- COMPUTED POINT

LOT 3, BENTONVILLE PLAZA  
ADDITION, PHASE 2 PER PLAT  
INSTR. NO. L202231904  
PARCEL INFO:  
01-20308-000  
SPLASH REDBUD LLC  
1005 S WALTON BLVD  
BENTONVILLE, AR

**SUBJECT LOT**  
LOT 4, BENTONVILLE PLAZA  
ADDITION, PHASE 2 PER  
PLAT INSTR. NO. L202231904  
PARCEL INFO:  
01-20309-000  
CC ARK V LLC  
1101 S WALTON BLVD  
BENTONVILLE, AR

LOT 1, BENTONVILLE PLAZA  
ADDITION, PHASE 3 PER PLAT  
INSTR. NO. L202312320  
PARCEL INFO:  
01-20546-000  
RH REDBUD LLC & ALIOTO 2011  
TRUST, CHRISTOPHER  
SW CERCIS LN  
BENTONVILLE, AR

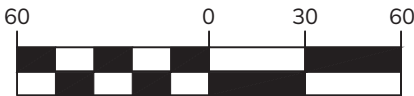
P.O.C.  
5/8" RBR  
NORTHEAST CNR  
SE1/4 SW1/4  
SECTION 31  
T20N, R30W  
N: 745274.41'  
E: 660176.57'

7' WIDE SEWER EASEMENT  
BK. 1994, PG. 34535

20' WIDE SEWER EASEMENT  
BK. 1994, PG. 34474

LOT 2 (DETENTION),  
BENTONVILLE PLAZA ADDITION,  
PHASE 3 PER PLAT INSTR. NO.  
L202312320  
PARCEL INFO:  
01-20547-000  
REDBUD HOLDINGS PROPERTY  
OWNERS ASSOCIATION INC  
SW CERCIS LN  
BENTONVILLE, AR

GRAPHIC SCALE



( IN U.S. SURVEY FEET )

1 INCH = 60 U.S. SURVEY FEET

COLLIERS

EASEMENT VACATION EXHIBIT

PARCEL 01-20309-000  
1101 S WALTON BLVD, BENTONVILLE, AR 72712  
LOT 4, BENTONVILLE PLAZA ADDITION, PHASE 2

DRAWING INFO.:

DRAWING NUMBER: NWA-100-0425  
JOB NUMBER: 24RO20037  
DRAWN BY: KLM  
DATE: 08/26/2024

5311 W. VILLAGE PKWY  
ROGERS, AR 72758  
479.286.8181  
WEAREOWN.COM

FORMERLY ANDERSON ENGINEERING





**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 CC ARK V, LLC requesting two sewer utility easement vacations (VAC24-0009) within the City of Bentonville, Arkansas be vacated, which said utility easement is described as follows:

**Easement Vacation Request 1:**

Survey Description of Sewer Easement recorded in Book 1994 at Page 34474:

A PERMANENT EASEMENT TWENTY (20) FEET IN WIDTH, BEING TEN (10) FEET ON EACH SIDE OF A CENTERLINE; SAID CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 5/8-INCH REBAR FOR THE NORTHEAST CORNER OF THE SE1/4 OF THE SW1/4 OF SECTION 31, TOWNSHIP 20 NORTH, RANGE 30 WEST, FIFTH PRINCIPAL MERIDIAN, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS; THENCE S35°14'09"W 345.83 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE WEST LINE OF THE PROPERTY DESCRIBED IN THE DEED RECORDED IN BOOK 614 AT PAGE 648 IN THE LAND RECORDS OF BENTON COUNTY;

THENCE N57°31'00"E 11.40 FEET; THENCE S85°42'00"E 94.29 FEET; THENCE N10°36'00"E 84.87 FEET; THENCE N81°45'00"W 43.93 FEET; THENCE N00°00'00"E 3.00 FEET TO THE POINT OF TERMINATION, WITH THE NORTH LINE OF SAID EASEMENT EXTENDING TO THE NORTH LINE OF THE PROPERTY DESCRIBED IN THE DEED RECORDED IN BOOK 696 AT PAGE 270 IN THE LAND RECORDS OF BENTON COUNTY; SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE POINT OF BEGINNING, N34°23'00"W 10.01 FEET; THENCE N57°31'00"E 15.06 FEET; THENCE S85°42'00"E 88.66 FEET; THENCE N10°36'00"E 65.49 FEET; THENCE N81°45'00"W 42.17 FEET; THENCE N00°00'00"E 14.17 FEET; THENCE N88°22'00"E 34.80 FEET; THENCE S81°45'00"E 30.76 FEET; THENCE S10°36'00"W 104.25 FEET; THENCE N85°42'00"W 99.92 FEET; THENCE S57°31'00"W 7.74 FEET; THENCE N34°23'00"W 10.01 FEET TO THE POINT OF BEGINNING; SAID EASEMENT CONTAINING 4,787 SQUARE FEET OR 0.11 ACRES, MORE OR LESS. SUBJECT TO ANY EASEMENTS, COVENANTS, OR RESTRICTIONS OF RECORD OR FACT.

**Easement Vacation Request 2:**

Survey Description of Sewer Easement recorded in Book 1994 at Page 34535:

A PERMANENT EASEMENT SEVEN (7) FEET EQUAL AND UNIFORM WIDTH ACROSS THE SOUTH SIDE OF THE PROPERTY DESCRIBED IN THE DEED RECORDED IN BOOK 505 AT PAGE 795 IN THE LAND RECORDS OF BENTON COUNTY; SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 5/8-INCH REBAR FOR THE NORTHEAST CORNER OF THE SE1/4 OF THE SW1/4 OF SECTION 31, TOWNSHIP 20 NORTH, RANGE 30 WEST, FIFTH PRINCIPAL MERIDIAN, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS; THENCE S00°00'00"E 177.36 FEET TO THE POINT OF BEGINNING;

THENCE S00°00'00"E 7.00 FEET; THENCE N90°00'00"W 152.07 FEET; THENCE N00°00'00"E 7.00 FEET; THENCE N90°00'00"E 152.07 FEET TO THE POINT OF BEGINNING; SAID EASEMENT CONTAINING 1,064 SQUARE FEET OR 0.02 ACRES, MORE OR LESS. SUBJECT TO ANY EASEMENTS, COVENANTS, OR RESTRICTIONS 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 October 8, 2024 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 \_\_\_\_\_ 2024 at a regular meeting of the City Council of the City of Bentonville, Arkansas.

---

**Malorie Marrs, City Clerk**  
**Bentonville, Arkansas**

---

**Stephanie Orman, Mayor**  
**City of Bentonville, Arkansas**



### City of Bentonville, Arkansas Agenda Item Form

#### Item Details

|                              |                             |                           |            |
|------------------------------|-----------------------------|---------------------------|------------|
| <b>Council Meeting Date:</b> | 9/24/2024                   | <b>Submitted By:</b>      | Tony Davis |
| <b>Phone:</b>                | 479-236-3899                | <b>For Department(s):</b> | Street     |
| <b>Email:</b>                | tonydavis@bentonvillear.com |                           |            |

#### Item Type (Check all that apply)

|                                                   |                                            |                                                   |                                           |
|---------------------------------------------------|--------------------------------------------|---------------------------------------------------|-------------------------------------------|
| <input checked="" type="checkbox"/> Informational | <input type="checkbox"/> Bid Award         | <input type="checkbox"/> Enter into an Agreement  | <input type="checkbox"/> Change Order     |
| <input type="checkbox"/> Recognizing Funds        | <input type="checkbox"/> Budget Adjustment | <input type="checkbox"/> Waiver of Bid            | <input type="checkbox"/> Emergency Clause |
| <input type="checkbox"/> Ordinance                | <input type="checkbox"/> Resolution        | <input checked="" type="checkbox"/> Informational |                                           |

#### Title, Recommendation & Justification

|                                                          |                                                                                                                                                     |
|----------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Title:</b>                                            | Street Thermoplastic Striping List                                                                                                                  |
| <b>Action Recommendation &amp; Justification:</b>        | Informing of the attached proposed pavement markings and road striping list for 2024. This is a 2024 budgeted item. No budget adjustment is needed. |
| <b>Additional Comments for Consideration (Optional):</b> |                                                                                                                                                     |
| <b>Amount for Approval:</b>                              | \$ 45,000.00                                                                                                                                        |

#### Budget Impact

Is this Item Budgeted? ☒ YES ☐ NO ☐ ITEM HAS NO COST ☐ OTHER: \_\_\_\_\_

#### Budget Adjustment (to be completed by Finance when applicable)

| Account Number (ORG-OBJECT) | Account Description | Expense | Revenue |
|-----------------------------|---------------------|---------|---------|
|                             |                     | \$      | \$      |
|                             |                     | Expense | Revenue |
|                             |                     | \$      | \$      |
|                             |                     | Expense | Revenue |
|                             |                     | \$      | \$      |
|                             |                     | Expense | Revenue |
|                             |                     | \$      | \$      |
|                             |                     | Expense | Revenue |

#### Fund(s) Impacted

(check all that apply)

☐ General Fund ☐ Utility Fund ☐ Street Fund ☐ Other(s): \_\_\_\_\_

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

www.bentonvillear.com

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2024 Thermoplastic Striping List

| Street                                             | L.F. of<br>4"<br>Yellow | L.F. of<br>4"<br>White | L.F. of<br>12"<br>White | L.F. of<br>24"<br>White | Left<br>Turn<br>Arrow | Right<br>Turn<br>Arrow | Only<br>Legend | Straight/<br>Turn Arrow<br>Combo |
|----------------------------------------------------|-------------------------|------------------------|-------------------------|-------------------------|-----------------------|------------------------|----------------|----------------------------------|
| NE Moberly Ln/ E Central to NE John Deshields Blvd | 3990                    | 451                    | 522                     | 0                       | 2                     | 0                      | 2              | 0                                |
| SE 18th St/ SE C St to SE Walton Blvd              | 3010                    | 185                    | 734                     | 0                       | 2                     | 0                      | 2              | 0                                |
| Tunbridge Dr/ SW 14th St to SW 8th St              | 5928                    | 417                    | 660                     | 0                       | 4                     | 0                      | 4              | 0                                |
| SE 28th St/ SE 28th St to I49 Overpass             | 1430                    | 683                    | 169                     | 416                     | 6                     | 4                      | 5              | 1                                |
| NW Elm Tree Rd/Corner of Elm Tree and NW 3rd St    | 1000                    | 160                    | 0                       | 0                       | 0                     | 0                      | 0              | 0                                |





### City of Bentonville, Arkansas Agenda Item Form

#### Item Details

|                              |                          |                           |             |
|------------------------------|--------------------------|---------------------------|-------------|
| <b>Council Meeting Date:</b> | 9/24/2024                | <b>Submitted By:</b>      | Dan Weese   |
| <b>Phone:</b>                |                          | <b>For Department(s):</b> | Engineering |
| <b>Email:</b>                | dweese@bentonvillear.com |                           |             |

#### Item Type (Check all that apply)

|                                            |                                                |                                                             |                                           |
|--------------------------------------------|------------------------------------------------|-------------------------------------------------------------|-------------------------------------------|
| <input type="checkbox"/> Informational     | <input type="checkbox"/> Bid Award             | <input checked="" type="checkbox"/> Enter into an Agreement | <input type="checkbox"/> Change Order     |
| <input type="checkbox"/> Recognizing Funds | <input type="checkbox"/> Budget Adjustment     | <input type="checkbox"/> Waiver of Bid                      | <input type="checkbox"/> Emergency Clause |
| <input type="checkbox"/> Ordinance         | <input checked="" type="checkbox"/> Resolution | <input type="checkbox"/> Informational                      |                                           |

#### Title, Recommendation & Justification

|                                                          |                                                                                                                                                                                                                                                                                                     |
|----------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Title:</b>                                            | Resolution to Approve Bentonville Sidewalks Improvements Design Agreement with Olsson Inc.                                                                                                                                                                                                          |
| <b>Action Recommendation &amp; Justification:</b>        | Resolution authorizing the Mayor and City Clerk to enter into an agreement with Olsson, Inc. to provide design services for sidewalk improvements and infill through 2025. This firm was selected following the City's Purchasing Policy for professional services. No budget adjustment is needed. |
| <b>Additional Comments for Consideration (Optional):</b> |                                                                                                                                                                                                                                                                                                     |
| <b>Amount for Approval:</b>                              | \$ 250,000.00                                                                                                                                                                                                                                                                                       |

#### Budget Impact

Is this Item Budgeted? ☒ YES ☐ NO ☐ ITEM HAS NO COST ☐ OTHER: \_\_\_\_\_

#### Budget Adjustment (to be completed by Finance when applicable)

| Account Number (ORG-OBJECT) | Account Description | Expense | Revenue |
|-----------------------------|---------------------|---------|---------|
| Account Number (ORG-OBJECT) | Account Description | Expense | Revenue |
| Account Number (ORG-OBJECT) | Account Description | Expense | Revenue |
| Account Number (ORG-OBJECT) | Account Description | Expense | Revenue |
| Account Number (ORG-OBJECT) | Account Description | Expense | Revenue |

#### Fund(s) Impacted

(check all that apply)

☐ General Fund ☐ Utility Fund ☐ Street Fund ☐ Other(s): \_\_\_\_\_

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

www.bentonvillear.com

Please Recycle!

| CITY OF BENTONVILLE PURCHASING OFFICE                                 |                               |                                                                                        |                            |  |
|-----------------------------------------------------------------------|-------------------------------|----------------------------------------------------------------------------------------|----------------------------|--|
| 2024 Annual SOQ Evaluation Results                                    |                               |                                                                                        |                            |  |
| Project: 2024 Sidewalk Improvements Design                            |                               |                                                                                        |                            |  |
| SELECTION COMMITTEE MEMBERS                                           | FIRMS SELECTED FOR EVALUATION |                                                                                        |                            |  |
|                                                                       | Olsson                        | Halff Associates, Inc.                                                                 | CEI Engineering Associates |  |
|                                                                       |                               |                                                                                        |                            |  |
|                                                                       |                               |                                                                                        |                            |  |
| Committee Member 1                                                    | 38                            | 35                                                                                     | 31                         |  |
| Committee Member 2                                                    | 34                            | 26                                                                                     | 19                         |  |
| Committee Member 3                                                    | 37                            | 32                                                                                     | 21                         |  |
|                                                                       |                               |                                                                                        |                            |  |
| TOTAL (auto calc)                                                     | 109                           | 93                                                                                     | 71                         |  |
| SCORE SUMMARY                                                         |                               | TOP 3 RATED FIRMS                                                                      |                            |  |
| Olsson                                                                | 109                           | 1                                                                                      | Olsson                     |  |
| Halff Associates, Inc.                                                | 93                            | 2                                                                                      | Halff Associates, Inc.     |  |
| CEI Engineering Associates                                            | 71                            | 3                                                                                      | CEI Engineering Associates |  |
|                                                                       |                               | Results Tabulated On: 8/19/2024                                                        |                            |  |
|                                                                       |                               | Evaluation Committee Meeting: Not held for tabulation; will be conducted if necessary. |                            |  |
|                                                                       |                               | Notes:                                                                                 |                            |  |
|                                                                       |                               |                                                                                        |                            |  |
| purchasing@bentonvillear.com - (479) 271-3115 - www.bentonvillear.com |                               |                                                                                        |                            |  |



## PROFESSIONAL SERVICES AGREEMENT

PROJECT NAME: SIDEWALK IMPROVEMENTS DESIGN ("PROJECT")

THIS AGREEMENT ("AGREEMENT") is made in Benton County, Arkansas, by and between the City of Bentonville, Arkansas, hereinafter referred to as "CITY", and Olsson, Inc. hereinafter referred to as "ENGINEER" (collectively, the "PARTIES").

The PARTIES have caused this AGREEMENT to be effective this \_\_\_\_\_ ("EFFECTIVE DATE").

### RECITALS:

- A. WHEREAS, the CITY has a need to perform capital improvement projects for the City of Bentonville, Arkansas; and
- B. WHEREAS, The CITY has selected the ENGINEER and negotiated this AGREEMENT using the procedures as set forth in Ark. Code Ann. § 19-11-800; and
- C. WHEREAS, the CITY wishes to contract for Professional Services; and
- D. WHEREAS, The ENGINEER has the skill, experience, ability, background, certifications and knowledge to provide these services; and
- E. WHEREAS, The ENGINEER wishes to perform such professional services under this AGREEMENT with the CITY.

NOW, THEREFORE, in consideration of the terms in this AGREEMENT, the CITY and ENGINEER agree to the following:

## **ARTICLE I - PROJECT DESCRIPTION**

The PROJECT shall be as described in APPENDIX A. "Project Description", attached hereto and incorporated herein by reference.

## **ARTICLE II - SCOPE OF SERVICE**

Upon issuance of a written Notice to Proceed by the CITY ENGINEER agrees to provide the CITY the necessary professional services related to the PROJECT, as set forth in APPENDIX B, "Scope of Services" ("SCOPE"), attached hereto and incorporated herein by reference.

## **ARTICLE III - STANDARD OF CARE**

ENGINEER shall at all times adhere to the generally accepted standard of care typically exhibited by similarly situated professionals performing similar scope(s) of service on projects of like size, scope, nature, cost, schedule, and complexity, at the same time and in the same general regional locale ("Standard of Care").

## **ARTICLE IV - ADDITIONAL SERVICES**

- A. Any service outside of the work described herein or included by reference hereto must be pre-approved by the CITY and executed as an AMENDMENT to this AGREEMENT by the Parties prior to any such work being completed; any such AMENDMENT shall be in accordance with the CITY'S purchasing laws and guidelines and may require approval from the Bentonville City Council.
- B. ENGINEER shall make no claims for additional services or changes in the services until an AMENDMENT has been fully executed by the Parties.

## **ARTICLE V - SCHEDULE OF FEES, SERVICES AND PAYMENT**

- A. The term of this AGREEMENT shall commence on the EFFECTIVE DATE and shall proceed in accordance with APPENDIX C, "Schedule of Fees and Services, Key Milestones, and Durations for Major Tasks", attached hereto and incorporated herein by reference.
- B. The cost of this AGREEMENT shall be in accordance with APPENDIX C.
- C. CITY agrees to pay ENGINEER for all services authorized by inclusion in this AGREEMENT which have been properly performed by ENGINEER in accordance with this AGREEMENT.
- D. All fees paid to ENGINEER shall be based on invoices submitted by ENGINEER for work performed under this AGREEMENT, less any previous payments. ENGINEER shall submit invoices for services related to this AGREEMENT on a monthly basis.
- E. CITY reserves the right to delay, without penalty, any partial payment when, in the opinion of the CITY, ENGINEER has not made satisfactory progress on the Project based on the SCOPE. If CITY objects to any portion of an invoice, the CITY shall notify ENGINEER and shall pay all other portions of the invoice which are not in dispute. In the event of dispute, CITY and ENGINEER shall immediately make every effort to settle the disputed portion of the invoice.
- F. In the event that the CITY becomes credibly informed that any representations of ENGINEER provided in its invoicing are wholly or partially inaccurate, CITY may withhold payment of sums then, or in the future, otherwise due to ENGINEER until the inaccuracy and the cause thereof is corrected to the CITY's reasonable satisfaction.

- G. If the CITY fails to make any payment, not in dispute, due to ENGINEER within thirty (30) days after receipt of an invoice, then the amount due to the ENGINEER will increase at the lesser of one percent (1 %) per month or the maximum amount allowed by law after the 30th day. In addition, ENGINEER may, after giving seven (7) days' written notice to CITY, suspend its services and any deliverables until ENGINEER has been paid in full for all amounts outstanding more than thirty (30) days.

## **ARTICLE VI - INSURANCE**

- A. ENGINEER shall during the term hereof maintain in full force and effect the following insurance:
1. A comprehensive general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the ENGINEER's performance of services pursuant to this AGREEMENT with a combined single limit of not less than \$1,000,000.00 per occurrence and \$2,000,000 in the aggregate for injury to persons (including death), and for property damage;
  2. A policy of automobile liability insurance covering any vehicles owned and/or operated by ENGINEER, its officers, agents, and employees, and used in the performance of this AGREEMENT with policy limits of not less than \$1,000,000.00 combined single limit and aggregate for bodily injury and property damage;
  3. Statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of ENGINEER's employees involved in the provision of services under this AGREEMENT with policy limit of not less than \$1,000,000.00; and
  4. Professional Liability/Errors and Omissions coverage covering negligent acts, errors and omissions in the performance of professional services with policy limit of not less than \$1,000,000.00.
- B. All insurance and certificate(s) of insurance shall contain the following provisions:
1. Include CITY as additional insured as to all applicable coverage with the exception of Workers Compensation Insurance and Professional Liability/Errors and Omissions coverage; and
  2. provide for at least thirty (30) days prior written notice to CITY for cancellation or non-renewal of the insurance;
  3. provide for a waiver of subrogation against CITY for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance, except for Professional Liability/Errors and Omissions coverage.
- C. ENGINEER shall provide 30 day written notice to CITY of any material change of or to the insurance required herein.
- D. All insurance companies providing the required insurance shall be authorized to transact business in Arkansas and rated at least "A" by AM Best or other equivalent rating service. A certificate of insurance evidencing the required insurance and all endorsements required by this Agreement shall be submitted prior to commencement of services.
- E. In the event that additional or greater insurance requirements are warranted, these requirements shall be included as an Appendix, which will be attached hereto and incorporated by reference.



## **ARTICLE VII - RIGHT OF ACCESS**

- A. CITY will obtain and/or furnish right-of-access for ENGINEER to perform any required studies, surveys, tests or other necessary investigations in relation to the PROJECT.
- B. ENGINEER will take reasonable precautions to minimize damage to the personal or real property in the performance of such surveys, tests, studies and investigations.
- C. CITY recognizes that ENGINEER's operations and use of equipment may unavoidably alter existing conditions or affect the environment at the PROJECT site. The cost of repairing such damage shall be the responsibility of ENGINEER, at no additional cost to the CITY. In the event that ENGINEER fails to correct such damages, CITY is entitled to utilize CITY forces or other labor to repair the damage; any costs incurred by CITY for such work shall be deducted from the monies due to ENGINEER.

## **ARTICLE VIII - RECORDS AND RETENTION**

- A. All surveys, studies, proposals, applications, drawings, plans, specifications and other documents, including those in electronic form, prepared by ENGINEER and its ENGINEERS, subcontractors, agents, representatives, and/or employees in connection with this AGREEMENT ("PROJECT DOCUMENTS") are intended for the use and benefit of CITY. ENGINEER and its ENGINEERS, subcontractors, agents, representatives, and/or employees shall be deemed the authors of their respective part of the PROJECT DOCUMENTS. Notwithstanding anything to the contrary, CITY shall own, have, and retain all rights, title and interest in and to all PROJECT DOCUMENTS, whether in draft form or final form, which are produced at CITY's request or otherwise produced from ENGINEER's performance of the work described herein for CITY. The CITY's ownership of PROJECT DOCUMENTS shall not apply to ENGINEER's proprietary standard details that were developed by the ENGINEER prior to the commencement of this PROJECT.
- B. CITY shall have full authority to reuse, reproduce, publish, disclose and distribute PROJECT DOCUMENTS, as needed, according to Arkansas State Law.
- C. ENGINEER shall, upon completion of the services and full payment for the ENGINEER'S services by the CITY, or earlier termination and appropriate compensation as provided by this AGREEMENT, provide the CITY with all PROJECT DOCUMENTS prepared by ENGINEER pursuant to this AGREEMENT in formats requested by the CITY.
- D. All instruments of service (including plans, specifications, drawings, reports, designs, computations, computer programs, estimates, surveys, other data or work items, etc.) prepared under this AGREEMENT shall be submitted for approval to the CITY. All instruments of service shall be professionally sealed in accordance to applicable laws or at CITY's request.
- E. Acceptance and approval of the PROJECT DOCUMENTS by the CITY shall not constitute nor be deemed a release of the responsibility and liability of ENGINEER, its employees, associates, agents and ENGINEERS for the accuracy or competency of their designs, working drawings and specifications, or other documents and work; nor shall such approval be deemed to be an assumption of such responsibility by the CITY for any defect in the designs, working drawings and specifications, or other documents prepared by ENGINEER, its employees, contractor, agents and ENGINEERS.
- F. ENGINEER will retain the PROJECT DOCUMENTS for a period of three years following project completion. During this three year period, any requests for document recovery and reproduction will be assessed a fee in accordance with ENGINEER's FEES.

## **ARTICLE IX - SAFETY**

- A. CITY agrees to inform ENGINEER of any applicable site safety procedures and regulations known to CITY as well as any special safety concerns or dangerous conditions at the site of which the CITY is aware, which ENGINEER shall communicate to its employees. ENGINEER and its employees shall adhere to such procedures and regulations once notice has been given by the CITY.
- B. Unless specifically provided in the SCOPE, ENGINEER shall not have any responsibility for overall job safety at the site. If in the ENGINEER opinion, its field personnel are unable to access required locations or perform required services in conformance with applicable safety standards, ENGINEER may immediately suspend performance until such safety standards can be attained.

## **ARTICLE X - TERMINATION**

- A. CITY may suspend or terminate this AGREEMENT for cause or without cause at any time by giving written notice to ENGINEER. In the event suspension or termination is without cause, payment to ENGINEER, in accordance with the terms of this AGREEMENT, will be made on the basis of services reasonably determined by the CITY to be satisfactorily performed to the date of suspension or termination. Such payment will be due upon delivery of all instruments of service to CITY.
- B. Should the CITY require a modification of this AGREEMENT with the ENGINEER, and in the event the CITY and ENGINEER fail to agree upon a modification to this AGREEMENT, the CITY shall have the option of terminating this AGREEMENT and the ENGINEER's services hereunder at no additional cost other than the payment to ENGINEER, in accordance with the terms of this AGREEMENT, for the services reasonably determined by the CITY to be properly performed by ENGINEER prior to such termination date.
- C. If, for whatever adequate funding is not made available by CITY to support or justify continuation of the level of services to be provided by ENGINEER under this AGREEMENT, CITY may terminate or reduce the amount of services to be provided by ENGINEER under this AGREEMENT. In such event, CITY will notify ENGINEER in writing at least thirty (30) days in advance of such termination or reduction of services for lack of funds.
- D. In no event shall the CITY pay to ENGINEER fees for termination outside of payment for services reasonably determined by the City to be properly performed prior to termination.

## **ARTICLE XI - INDEMNIFICATION**

- A. For purposes of this AGREEMENT, ENGINEER agrees to indemnify, hold harmless the CITY, its officers and employees from any loss, damage, liability or expense, of any nature whatsoever to the extent caused by the negligence, willful misconduct, or other actionable fault of ENGINEER, its affiliates, subsidiaries, employees, agents, assignees, and subcontractors and their respective employees and agents. ENGINEER is not required hereunder to defend the CITY, its officers, appointees, employees, or agents from assertions that they were negligent, nor to indemnify and hold them harmless from liability based on the CITY's negligence.
- B. Nothing contained herein shall waive any governmental immunity CITY may be entitled to by law.
- C. This provision shall survive the termination of this AGREEMENT.

## **ARTICLE XII - CONTINGENCY CLAUSE**

- A. The CITY may add a contingency amount to the contract to cover additional services as described in APPENDIX B. Any use of such contingency funds for additional services shall be executed as an AMENDMENT to this AGREEMENT.
- B. The Contingency shall in no manner substitute for an official AMENDMENT.

## **ARTICLE XIII - RELATIONSHIP OF THE PARTIES**

It is understood and agreed by and between the parties that the ENGINEER, in satisfying the conditions of this AGREEMENT, is acting independently, and that the CITY assumes no responsibility or liabilities to any third party in connection with ENGINEER's actions. All services to be performed by the ENGINEER pursuant to this AGREEMENT shall be in the capacity of an Independent Contractor, and not as an agent or employee of CITY. The ENGINEER shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this AGREEMENT. There is no intended third party beneficiary to the AGREEMENT and nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

## **ARTICLE XIV - DISPUTE RESOLUTION**

- A. CITY and ENGINEER agree that disputes relative to the services will first be addressed by negotiations between the Parties. If direct negotiations fail to resolve the dispute, the Party initiating the claim that is the basis for dispute may take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute, ENGINEER will proceed with the services as per this AGREEMENT as if no dispute existed, and CITY will continue to make payment for ENGINEER's completed services; and provided further that no dispute will be submitted to arbitration without both Parties' express written consent.

## **ARTICLE XV - APPLICABLE LAWS**

ENGINEER shall comply with all Federal, State, Local laws, ordinances, resolutions, specifications, regulations and all other laws or regulations relating or applicable to service to be performed under this AGREEMENT. Interpretation of this AGREEMENT and disputes arising out of or related to this AGREEMENT will be subject to and governed by the laws of the State of Arkansas. Jurisdiction and venue for any suit arising out of or related to this AGREEMENT will be in the District Court of Benton County, Arkansas,

## **ARTICLE XVI - PRECEDENCE**

This AGREEMENT shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or any other like document regarding the PROJECT or ENGINEER's services.

## **ARTICLE XVII - SEVERABILITY**

- A. In the event that one or more provisions contained herein shall, for any reason, be deemed invalid, illegal, void or unenforceable, in whole or in part, the remaining provisions hereof shall remain in full force and effect.

- B. In the event that any provision hereof is in conflict with any statutory provision of the State of Arkansas, said provision, which may be in conflict therewith, shall be deemed inoperative, null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provisions; provided, however, that the remaining provisions of this AGREEMENT will be unaffected and will continue to be valid and enforceable.

#### **ARTICLE XVIII - SURVIVAL OF OBLIGATIONS**

The obligations of the Parties contained in this AGREEMENT, which by their nature survive after the term of the AGREEMENT, shall survive the termination or expiration of this AGREEMENT and continue indefinitely or as otherwise provided by this AGREEMENT.

#### **ARTICLE XIX – ENTIRE AGREEMENT**

This AGREEMENT, including all documents and Appendices included by reference herein, constitutes the entire agreement between the PARTIES and supersedes all prior agreements, whether oral or written, covering the same subject matter. This AGREEMENT may not be modified or amended except in writing, mutually agreed upon and accepted by both PARTIES to this AGREEMENT.

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The cost of this AGREEMENT including all reimbursable expenses as described in APPENDIX A, **shall not exceed** Two hundred fifty thousand dollars and no cents (\$250,000.00), unless otherwise approved by the CITY through an official AMENDMENT agreed and executed by CITY and PROFESSIONAL CONSULTANT.

IN WITNESS THEREOF, the CITY and ENGINEER have executed this AGREEMENT, the EFFECTIVE DATE of which is indicated on page 1 of this AGREEMENT.

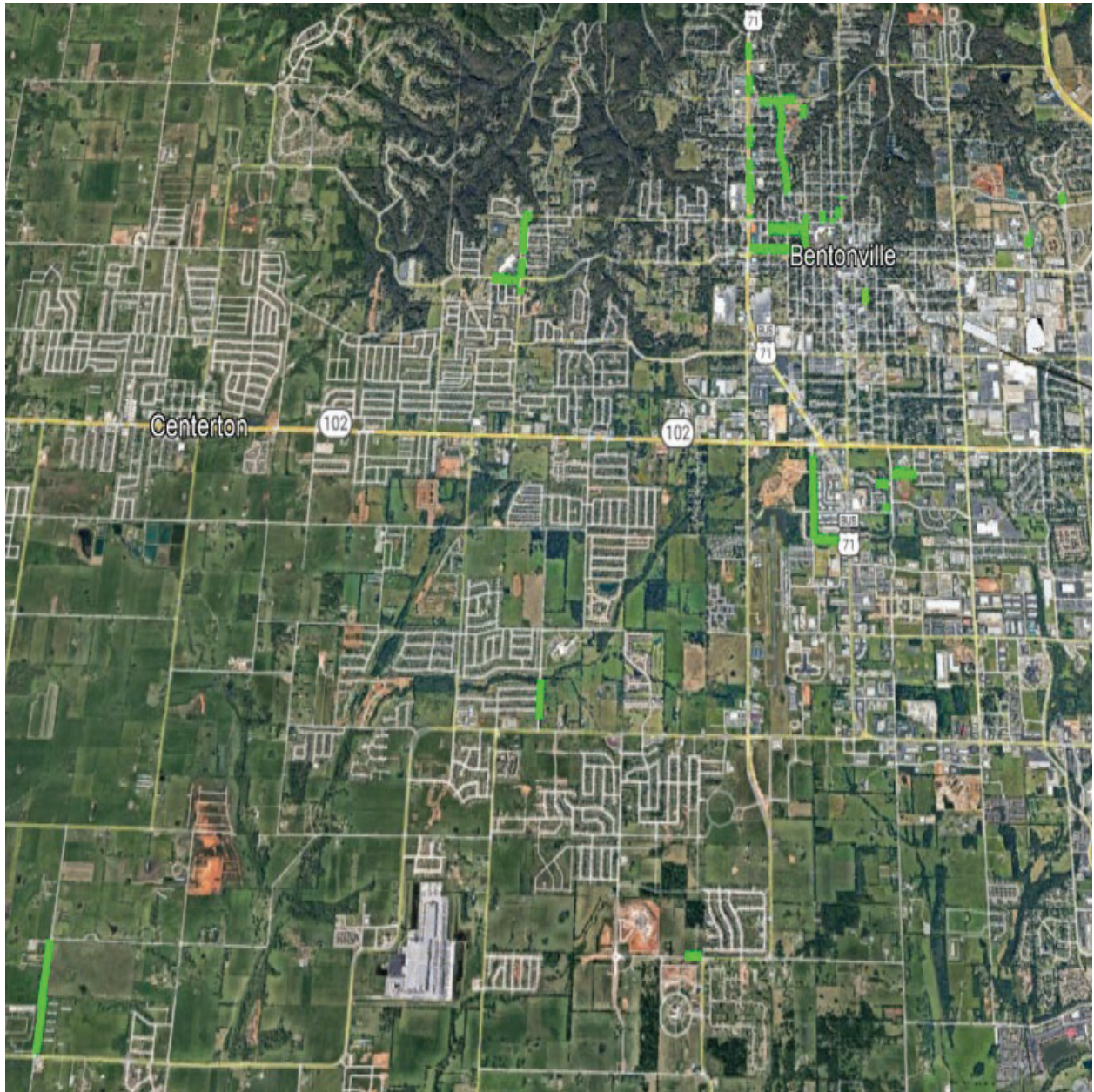
|                            |                                                                                    |
|----------------------------|------------------------------------------------------------------------------------|
| <b>CITY OF BENTONVILLE</b> | <b>Olsson</b>                                                                      |
| CITY                       | ENGINEER                                                                           |
|                            |  |
| BY                         | BY                                                                                 |
| <b>MAYOR</b>               | <b>Vice President/Local Area Leader</b>                                            |
| TITLE                      | TITLE                                                                              |
|                            | <b>9/4/2024</b>                                                                    |
| DATE SIGNED                | DATE SIGNED                                                                        |



## APPENDIX A PROJECT DESCRIPTION

### BASIC PROJECT INFORMATION:

Design of new sidewalks at various locations within Bentonville to include, but not limited to, the following location below:



## APPENDIX B

### SCOPE OF SERVICES

#### SERVICES BY THE CITY

- Furnish required information and approvals and perform responsibilities and activities in a timely manner to facilitate orderly progress of the work.
- Provide criteria and information as to the requirements for the PROJECT, including design objectives and constraints, right-of-way, capacity and performance requirements, and any budgetary limitations.
- Furnish copies of design and construction standards that the CITY will require to be included in the drawings and specifications.
- Assist the ENGINEER by placing at their disposal all available information pertinent to the PROJECT, including previous reports and other data relative to design or construction of the PROJECT.
- Arrange for access to public and private property as required for the PROJECT.
- Obtain the necessary lands, easements and rights-of-way for the PROJECT.
- Reimburse all plan review, advertising costs, permits and approvals in connection with the PROJECT.
- Pay the ENGINEER in accordance with the terms of the AGREEMENT.

If the CITY observes or otherwise becomes aware of any fault or defect in the PROJECT, the CITY shall give prompt written notice thereof to the ENGINEER.

#### SERVICES BY THE PROFESSIONAL CONSULTANT

- Meet all requirements of the AGREEMENT including any AMENDMENTS.
- Produce all documents and services needed for the PROJECT, including but not limited to:  
Topographical surveys, Right-of-Way Surveys, Utility Surveys and Coordination, Traffic Study, Geotechnical Investigations, Environmental Surveys, Permitting, Major Drainage Study, Conceptual Design Phase (30%), Preliminary Design Phase (60%), Final Design Phase (90%), Public Meetings, Bidding Services, Construction Support Services, Project Management Services, Project Closeout.
- Project Management services for the entire life of the project that align with the Project Management Institute Project Management Book of Knowledge Latest Edition.
- All Design and Construction shall conform to Federal, State and Local regulations.
- Create and provide all documents for property acquisitions and assist with any layout or staking required.
- Coordinate and facilitate meetings with CITY and Agencies for plan review, project coordination and right-of-way.
- Subcontracting of services by the ENGINEER shall have prior approval of the CITY.

## APPENDIX C

### SCHEDULE OF FEES AND SERVICES, KEY MILESTONES, AND DURATIONS FOR MAJOR TASKS

ENGINEER will provide services outlined in Appendix B in an amount not to exceed \$250,000 to be completed no later than December 31, 2025.

Fee is based on 21% of estimated construction budget of \$1.2 million, irrespective of the locations provided in Appendix A.

EXCLUSIONS include, but are not limited to, the following:

- Traffic studies
- Environmental services, including:
  - NEPA documentation
  - Section 404 permitting
  - Wetland mitigation services
  - Cultural surveys
  - Threatened and endangered species surveys
  - Archeology surveys
- FEMA modeling
- Landscape design
- Retaining wall design
- Lighting design
- Traffic control or detour plans
- Right-of-way acquisition services
- Any services not specifically included in Appendix B

## Olsson 2024 Billing Rate Schedule

| <u>Description</u>      | <u>Range</u>         |
|-------------------------|----------------------|
| Principal               | \$140.00 - \$463.00  |
| Project Manager         | \$129.00 - \$274.00  |
| Project Professional    | \$95.00 - \$242.00   |
| Assistant Professional  | \$71.00 - \$178.00   |
| Designer                | \$90.00 - \$216.00   |
| CAD Operator            | \$59.00 - \$137.00   |
| Administrative/Clerical | \$47.00 - \$206.00   |
| Survey                  | \$56.00 - \$210.00 * |
| Construction Services   | \$49.00 - \$279.00 * |

**Note:**

1. Special Services not included in above categories will be provided on a Special Labor Rate Schedule
2. Rates subject to change based upon updates to Billing Rates for upcoming year.



## 2024 Springfield/Joplin/Fayetteville Survey Services Labor Billing Rate Schedule

| Service              | Rate             |
|----------------------|------------------|
| <b>Survey</b>        |                  |
| Group Leader         | \$ 210.00 /hr    |
| Technical Leader     | \$ 185.00 /hr    |
| Senior Surveyor      | \$ 160.00 /hr    |
| Surveyor             | \$ 125.00 /hr    |
| Associate Surveyor   | \$ 95.00 /hr     |
| Assistant Surveyor   | \$ 80.00 /hr     |
| Senior Technician    | \$ 110.00 /hr    |
| Associate Technician | \$ 85.00 /hr     |
| Assistant Technician | \$ 72.00 /hr     |
| 1-Person Field Crew  | \$ 130.00 /hr    |
| 2-Person Field Crew  | \$ 185.00 /hr    |
| <b>Equipment</b>     |                  |
| Boat                 | \$ 100.00 /day   |
| ATV                  | \$ 100.00 /day   |
| HD Scanner           | \$ 500.00 /day   |
| Drone                | \$ 500.00 /day   |
| Lidar                | \$ 2,500.00 /day |
| <b>Travel</b>        |                  |
| Mileage              | \$ 0.75 /mile    |
| Hotel                | \$ 140.00 /day   |
| Meals                | \$ 50.00 /day    |

### General Terms and Conditions for All Services:

- These Unit Fees are in effect until January 1, 2025. Services and fees not listed above will be quoted upon request.
- Services provided on weekends, holidays, and in excess of 8 hours/day will be charged at 1.5 times the Unit Fee.
- Mileage rate subject to change based on Federal and IRS rate changes.
- Subcontracted services will be invoiced at our cost plus 20%.



**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION ALLOWING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH OLSSON INC. TO PROVIDE DESIGN SERVICES FOR SIDEWALK IMPROVEMENTS, IN AN AMOUNT OF TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000.00); AND FOR OTHER PURPOSES.**

**WHEREAS**, The City of Bentonville Engineering Department recommends entering into an agreement with Olsson Inc. to provide design services for sidewalk improvements and infill through 2025;

**WHEREAS**, Olsson Inc. was selected in accordance with Arkansas law and the City's purchasing policy for the procurement of professional services; and

**WHEREAS**, this is a budgeted item.

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

Section 1: The Mayor and City Clerk are authorized to enter into an agreement with Olsson Inc. to provide design services for sidewalk improvements, in a total amount of two hundred fifty thousand dollars (\$250,000.00);

Section 2 - Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 3: Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

**PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.**

**APPROVED:**

\_\_\_\_\_  
**STEPHANIE ORMAN, Mayor**

**ATTEST:**

\_\_\_\_\_  
**MALORIE MARRS, City Clerk**



### City of Bentonville, Arkansas Agenda Item Form

#### Item Details

|                              |                           |                           |             |
|------------------------------|---------------------------|---------------------------|-------------|
| <b>Council Meeting Date:</b> | 9/24/2024                 | <b>Submitted By:</b>      | Hadi Dudley |
| <b>Phone:</b>                | 479-271-3194              | <b>For Department(s):</b> | Library     |
| <b>Email:</b>                | hdudley@bentonvillear.com |                           |             |

#### Item Type (Check all that apply)

|                                            |                                                       |                                                  |                                           |
|--------------------------------------------|-------------------------------------------------------|--------------------------------------------------|-------------------------------------------|
| <input type="checkbox"/> Informational     | <input type="checkbox"/> Bid Award                    | <input type="checkbox"/> Enter into an Agreement | <input type="checkbox"/> Change Order     |
| <input type="checkbox"/> Recognizing Funds | <input checked="" type="checkbox"/> Budget Adjustment | <input type="checkbox"/> Waiver of Bid           | <input type="checkbox"/> Emergency Clause |
| <input type="checkbox"/> Ordinance         | <input checked="" type="checkbox"/> Resolution        | <input type="checkbox"/> Informational           |                                           |

#### Title, Recommendation & Justification

|                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                               |
|----------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Title:</b>                                            | Resolution Approving a Budget Adjustment to Reallocate Funds for the Library Expansion Project                                                                                                                                                                                                                                                                                                                                |
| <b>Action Recommendation &amp; Justification:</b>        | Resolution approving a budget adjustment for Bentonville Public Library to reallocate funds for the expansion project. A budget adjustment is needed to allocate funds from interest earned on money market funds to spend on capital facility and furniture expenditures.                                                                                                                                                    |
| <b>Additional Comments for Consideration (Optional):</b> | BPL will use interest earned on money market funds to continue paying invoices and making purchases for the expansion and renovation project. When applicable, cooperative contracts will be utilized. This revenue is a funding source that was planned to fill in the gap after bond money and donated funds were spent. Purchases covered by this budget adjustment adhere to the City of Bentonville's Purchasing Policy. |
| <b>Amount for Approval:</b>                              | \$ 475,000.00                                                                                                                                                                                                                                                                                                                                                                                                                 |

#### Budget Impact

Is this Item Budgeted? ☒ YES ☐ NO ☐ ITEM HAS NO COST ☐ OTHER: \_\_\_\_\_

#### Budget Adjustment (to be completed by Finance when applicable)

|                             |                        |               |         |
|-----------------------------|------------------------|---------------|---------|
| 105050-47210                | Plants and Building    | \$ 350,000.00 | \$      |
| Account Number (ORG-OBJECT) | Account Description    | Expense       | Revenue |
| 105050-47430                | Furniture and Fixtures | \$ 125,000.00 | \$      |
| Account Number (ORG-OBJECT) | Account Description    | Expense       | Revenue |
|                             |                        | \$            | \$      |
| Account Number (ORG-OBJECT) | Account Description    | Expense       | Revenue |
|                             |                        | \$            | \$      |
| Account Number (ORG-OBJECT) | Account Description    | Expense       | Revenue |

#### Fund(s) Impacted

(check all that apply)

☒ General Fund ☐ Utility Fund ☐ Street Fund ☐ Other(s): \_\_\_\_\_

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AMENDING THE 2024 BUDGET; REALLOCATING FUNDS FOR THE BENTONVILLE PUBLIC LIBRARY EXPANSION PROJECT, IN AN AMOUNT NOT TO EXCEED FOUR HUNDRED SEVENTY-FIVE THOUSAND DOLLARS (\$475,000.00); AND FOR OTHER PURPOSES.**

**WHEREAS**, the Bentonville Public Library seeks City Council approval of a budget adjustment to reallocate funds into Plants and Building and Furniture and Fixtures Accounts; and

**WHEREAS**, this budget adjustment is needed to allocate funds from interest earned on money market funds to spend on capital facility and furniture expenditures for the Library expansion and remodel.

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

Section 1: The 2024 Budget is adjusted to appropriate three hundred fifty thousand dollars (\$350,000.00) into Account #105050-47210 – Plants and Building and one hundred twenty-five thousand (\$125,000.00) into Account #105050-47430 – Furniture and Fixtures from General Funds;

Section 2: This budget adjustment will utilize interest earned on money market funds to continue paying invoices and making purchases for the Bentonville Public Library Expansion Project;

Section 3 - Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 4 - Repeal of Conflicting Resolutions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

**PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.**

**APPROVED:**

**ATTEST:**

\_\_\_\_\_  
**Stephanie Orman, MAYOR**

\_\_\_\_\_  
**Malorie Marrs, CITY CLERK**



# City of Bentonville, Arkansas Agenda Item Form

## Item Details

|                              |                               |                           |                      |
|------------------------------|-------------------------------|---------------------------|----------------------|
| <b>Council Meeting Date:</b> | 9/24/2024                     | <b>Submitted By:</b>      | Scott Mendenhall     |
| <b>Phone:</b>                | 479-271-3190                  | <b>For Department(s):</b> | Parks and Recreation |
| <b>Email:</b>                | smendenhall@bentonvillear.com |                           |                      |

## Item Type (Check all that apply)

|                                            |                                                |                                                  |                                           |
|--------------------------------------------|------------------------------------------------|--------------------------------------------------|-------------------------------------------|
| <input type="checkbox"/> Informational     | <input checked="" type="checkbox"/> Bid Award  | <input type="checkbox"/> Enter into an Agreement | <input type="checkbox"/> Change Order     |
| <input type="checkbox"/> Recognizing Funds | <input type="checkbox"/> Budget Adjustment     | <input type="checkbox"/> Waiver of Bid           | <input type="checkbox"/> Emergency Clause |
| <input type="checkbox"/> Ordinance         | <input checked="" type="checkbox"/> Resolution | <input type="checkbox"/> Informational           |                                           |

## Title, Recommendation & Justification

|                                                          |                                                                                                                                                                                                                                                                             |
|----------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Title:</b>                                            | Resolution accepting Bid Award IFB-24-51 for Carpeting at the Bentonville Community Center                                                                                                                                                                                  |
| <b>Action Recommendation &amp; Justification:</b>        | Resolution to award bid IFB-24-51 to Continental Flooring Company, in the amount of \$36,380.00, plus applicable taxes, for the replacement of approximately 4,650 square feet of fitness floor carpet at the Bentonville Community Center. No budget adjustment is needed. |
| <b>Additional Comments for Consideration (Optional):</b> | This was the sole bid received.                                                                                                                                                                                                                                             |
| <b>Amount for Approval:</b>                              | \$ \$36,380.00                                                                                                                                                                                                                                                              |

## Budget Impact

Is this Item Budgeted? ☒ YES ☐ NO ☐ ITEM HAS NO COST ☐ OTHER: \_\_\_\_\_

## Budget Adjustment (to be completed by Finance when applicable)

| Account Number (ORG-OBJECT) | Account Description | Expense | Revenue |
|-----------------------------|---------------------|---------|---------|
| Account Number (ORG-OBJECT) | Account Description | Expense | Revenue |
| Account Number (ORG-OBJECT) | Account Description | Expense | Revenue |
| Account Number (ORG-OBJECT) | Account Description | Expense | Revenue |
| Account Number (ORG-OBJECT) | Account Description | Expense | Revenue |

## Fund(s) Impacted

(check all that apply)

☐ General Fund ☐ Utility Fund ☐ Street Fund ☐ Other(s): \_\_\_\_\_

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

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Page 72 of 309

# Memo



To: City Council, Mayor Orman  
Thru: David Wright, Parks and Recreation Director  
From: Scott Mendenhall, Parks Maintenance Manager  
Date: September 11, 2024  
Re: Bid Award, in the amount of \$36,380.00 to Continental Flooring Company for fitness floor carpet replacement at the Bentonville Community Center.

---

Parks and Recreation Staff is requesting City Council's approval to award Bid IFB-24-51 to Continental Flooring Company for replacing the fitness floor carpet at the Bentonville Community Center in the amount of \$36,380.00.

The existing fitness floor carpeting is original to the building and was installed at the time of construction in 2014 and has subsequently reached its functional life expectancy due to wear and tear over this period of time.

The project involves the replacement of approximately 4,650 square feet of fitness floor carpet and the scope of work includes the removal of existing carpet tiles and cove base, preparation of the floor surface and installation of new carpet tiles as well as ensuring minimal disruption to ongoing activities within the facility.

Continental Flooring Company was the sole bid received and the project expense is within budget.

If you have any questions regarding this item, please let me know. Please call me at 479-271-3190, or email: [smendenhall@bentonvillear.com](mailto:smendenhall@bentonvillear.com)

*Attachments:*

*Bid Tabulation*



**CITY OF BENTONVILLE, ARKANSAS PURCHASING DEPARTMENT****FORMAL SEALED BID TABULATION**

|                             |                |                             |                |                                |                  |
|-----------------------------|----------------|-----------------------------|----------------|--------------------------------|------------------|
| <b>Date of Bid Opening:</b> | <b>8/15/24</b> | <b>Time of Bid Opening:</b> | <b>1:00 PM</b> | <b>Solicitation ID Number:</b> | <b>IFB-24-51</b> |
|-----------------------------|----------------|-----------------------------|----------------|--------------------------------|------------------|

**Solicitation Title: Fitness Carpet Renovation**

| <b>Bidders:</b>        |                           |                        |                        | <b>Continental Flooring Company</b> |                       |
|------------------------|---------------------------|------------------------|------------------------|-------------------------------------|-----------------------|
| <b>Line Item</b>       | <b>Estimated Quantity</b> | <b>Unit of Measure</b> | <b>Description</b>     | <b>Unit Price</b>                   | <b>Extended Price</b> |
| 1                      | 1                         | Lump Sum               | Demolition and Removal | \$3,500.00                          | \$3,500.00            |
| 2                      | 1                         | Lump Sum               | Installation and Labor | \$14,200.00                         | \$14,200.00           |
| 3                      | 1                         | Lump Sum               | Materials              | \$18,680.00                         | \$18,680.00           |
| <b>Total Bid Price</b> |                           |                        |                        | <b>\$36,380.00</b>                  |                       |

[purchasing@bentonvillear.com](mailto:purchasing@bentonvillear.com) - (479) 271-3115

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AWARDBG BID IFB-24-51 TO CONTINENTAL FLOORING COMPANY, FOR THE REPLACEMENT OF CARPET AT THE BENTONVILLE COMMUNITY CENTER, IN AN AMOUNT NOT TO EXCEED THIRTY-SIX THOUSAND THREE HUNDRED EIGHTY DOLLARS (\$36,380.00); AND FOR OTHER PURPOSES.**

**WHEREAS**, Continental Flooring Company was the only bidder for bid IFB-24-51;

**WHEREAS**, this contract covers the replacement of approximately four thousand six hundred fifty (4,650) square feet of fitness floor carpet for the Bentonville Community Center; and

**WHEREAS**, this will be paid with budgeted funds.

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

Section 1: The Mayor and City Clerk are authorized to enter into an agreement with Continental Flooring Company for the replacement of fitness floor carpet for the Bentonville Community Center, in an amount not to exceed thirty-six thousand three hundred eighty dollars (\$36,380.00);

Section 2 - Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 3 - Repeal of Conflicting Resolutions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

**PASSED and APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.**

**APPROVED:**

\_\_\_\_\_  
**Stephanie Orman, MAYOR**

**ATTEST:**

\_\_\_\_\_  
**Malorie Marrs, CITY CLERK**



### City of Bentonville, Arkansas Agenda Item Form

#### Item Details

|                              |                           |                           |                      |
|------------------------------|---------------------------|---------------------------|----------------------|
| <b>Council Meeting Date:</b> | 9/24/2024                 | <b>Submitted By:</b>      | Josh Stacey          |
| <b>Phone:</b>                | 479-418-8653              | <b>For Department(s):</b> | Parks and Recreation |
| <b>Email:</b>                | jstacey@bentonvillear.com |                           |                      |

#### Item Type (Check all that apply)

|                                            |                                                       |                                                             |                                           |
|--------------------------------------------|-------------------------------------------------------|-------------------------------------------------------------|-------------------------------------------|
| <input type="checkbox"/> Informational     | <input type="checkbox"/> Bid Award                    | <input checked="" type="checkbox"/> Enter into an Agreement | <input type="checkbox"/> Change Order     |
| <input type="checkbox"/> Recognizing Funds | <input checked="" type="checkbox"/> Budget Adjustment | <input type="checkbox"/> Waiver of Bid                      | <input type="checkbox"/> Emergency Clause |
| <input type="checkbox"/> Ordinance         | <input checked="" type="checkbox"/> Resolution        | <input type="checkbox"/> Informational                      |                                           |

#### Title, Recommendation & Justification

|                                                          |                                                                                                                                                                                                                                                                                                                 |
|----------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Title:</b>                                            | Resolution to Enter into an Agreement with Progressive Trail Design for Trail Repair Work                                                                                                                                                                                                                       |
| <b>Action Recommendation &amp; Justification:</b>        | A Resolution authorizing the Mayor and City Clerk to enter into an agreement with Progressive Trail Design in the amount of \$497,707.71, plus applicable taxes, through participation in the Sourcewell Cooperative contract, for trail repair work caused by the May 26 storm. A budget adjustment is needed. |
| <b>Additional Comments for Consideration (Optional):</b> | A budget adjustment is needed to fund this from General Fund Reserves. This will be submitted to FEMA for an anticipated 75% reimbursement. Purchasing performed an evaluation of 112420-ARC, determining that the solicitation was in line with both Arkansas State Statute and the City's Purchasing Policy.  |
| <b>Amount for Approval:</b>                              | \$ 497,707.71                                                                                                                                                                                                                                                                                                   |

#### Budget Impact

Is this Item Budgeted? ☐ YES ☒ NO ☐ ITEM HAS NO COST ☐ OTHER: \_\_\_\_\_

#### Budget Adjustment (to be completed by Finance when applicable)

|                             |                             |               |         |
|-----------------------------|-----------------------------|---------------|---------|
| 105030-44430                | Building/Ground Maintenance | \$ 497,707.71 | \$      |
| Account Number (ORG-OBJECT) | Account Description         | Expense       | Revenue |
|                             |                             | \$            | \$      |
| Account Number (ORG-OBJECT) | Account Description         | Expense       | Revenue |
|                             |                             | \$            | \$      |
| Account Number (ORG-OBJECT) | Account Description         | Expense       | Revenue |
|                             |                             | \$            | \$      |
| Account Number (ORG-OBJECT) | Account Description         | Expense       | Revenue |

#### Fund(s) Impacted

(check all that apply)

☒ General Fund ☐ Utility Fund ☐ Street Fund ☐ Other(s): \_\_\_\_\_

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

www.bentonvillear.com

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# Memo



To: City Council, Mayor Orman  
From: Josh Stacey, Parks and Recreation Deputy Director  
CC: David Wright, Parks and Recreation Director  
Date: September 12, 2024  
Re: Council approval of a Resolution authorizing the Mayor and City Clerk to enter into an agreement with Progressive Trail Design in the amount of \$497,707.71 for trail repair work caused by the May 26 storm.

---

Parks and Recreation Staff is seeking City Council's approval of a resolution authorizing the Mayor and City Clerk to enter into an agreement with Progressive Trail Design in the amount of \$497,707.71 for trail repair work caused by the May 26 storm.

Over the past several months Looks Great Services, the Cities debris removal contractor, and our Parks and Recreation Maintenance Team have worked to clear hazardous debris from our trail system and reopen the majority of our trails. After the completion of their work, 24 sections of trail in Slaughter Pen remain in need of major repair that requires a qualified trail building company to complete. Progressive Trail Design (PTD) is an international known trail building and repair company and has built a good amount of the Slaughter Pen Trail System. PTD's Sourcewell pricing and contract have been vetted by Purchasing and Legal and deemed qualified for this purpose.

The trail work is expected to take 3-4 months to complete as numerous trails have been completely destroyed and need rebuilt. PTD's work includes rebuilding trail tread, rebuilding and repairing bridges and retaining walls, and returning the trails to their pre-storm conditions. This work is all FEMA reimbursement eligible and has been vetted by our FEMA consultant, Thompson Consulting.

A budget adjustment is required for this work to be completed. After submitting the request to FEMA, we are anticipating 75% of the funds to be reimbursed for this project.

If you have any questions regarding this item, please contact Josh Stacey at [jstacey@bentonvillear.com](mailto:jstacey@bentonvillear.com) or call 418.8653.

*Attachments:*  
*Progressive Trail Design Agreement*



# MEMORANDUM

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## PURCHASING OFFICE

**TO:** ADMINISTRATION

**FROM:** Kelsi Frederick, Purchasing Manager

**DATE:** September 24, 2024

**SUBJECT:** Trail Repair Work

---

The Purchasing Department has reviewed the Sourcewell Cooperative contract and determined that the solicitation complies with Arkansas State Statute and the City's Purchasing Policy. I recommend the City Council approve the Mayor and City Clerk to enter into an agreement with Progressive Trail Design in the amount of \$497,707.71, plus applicable taxes.

This agreement will be executed through participation in the Sourcewell Cooperative Contract (#112420-ARC) for trail repair work needed as a result of damage caused by the May 26 storm. The total cost of the project will be submitted to FEMA for an anticipated 75% reimbursement.

Your approval of this agenda item will ensure timely repair of the City's trail system and facilitate cost recovery through FEMA's reimbursement program.

Please feel free to contact me with any questions.

Kelsi Frederick

(479) 271-3115

[kfrederick@bentonvillear.com](mailto:kfrederick@bentonvillear.com)





# DESIGN BUILD RIDE

## TRAIL CONSTRUCTION CONTRACT

PROJECT: Bentonville Trail Storm Cleanup

CLIENT: The City of Bentonville AR

LOCATION: Bentonville, AR

DATE: 9.18.24

This agreement, entered into as of 9.18.24, by and between PROGRESSIVE TRAIL DESIGN LLC (herein referred to as "CONTRACTOR") and THE CITY OF BENTONVILLE, AR (herein referred to as "CLIENT"). Witnesseth, that the CONTRACTOR and CLIENT for the consideration hereinafter named agree as follows:

### ARTICLE 1.

#### Scope of Services:

- A. See Appendix for Detailed Design and Estimate
- B. Trail Details:
  - 1. Go through ea section of the powerpoint and excel provided to PTD from Bentonville Parks and Recreation.
  - 2. Fix all damaged tread and issues in the approved 10' corridor.
  - 3. Remove, move, or return root balls.
  - 4. Reroute damaged section of trail where needed due to storm damage.
  - 5. Improve drainage where needed. (This will mainly be needed in areas where significant root damage has occurred)
  - 6. Fix or replace wood features, bridges, boardwalks etc.
  - 7. Fix or replace stone features for drainage, soil retention, etc.
  - 8. Manpower provided is 2 Machine operators and 2 ground laborers.
  - 9. We can add extra teams if needed. Pricing and timing is based on one team of 4.
- C. CONTRACTOR designs and builds all trails in accordance with industry Best Management Practices outlined by PTBA and IMBA "Trail Solutions: IMBA's Guide to Building Sweet Singletrack."



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# DESIGN BUILD RIDE

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## ARTICLE 2.

### Time of Performance:

- A. Scope as defined above will take approximately 105 days to complete.
- B. Work is estimated to start October 1, 2024, and be completed by January 15, 2025, pending inclement weather and/or change orders. Note; this is not a hard deadline, only an estimate.

## ARTICLE 3.

### Compensation:

- A. For the Scope of Services set forth in the Article 1, CLIENT agrees to pay the CONTRACTOR the sum of **\$497,707.71 USD (FOUR HUNDRED NINETY-SEVEN THOUSAND SEVEN HUNDRED SEVEN US DOLLARS AND SEVENTY-ONE CENTS)**, which amount includes all sales and/or other applicable taxes, subject to additions and deductions for changes as agreed upon in writing. See Appendix for an itemized detail of the Contract Sum.
- B. A Mobilization Charge of **\$22,860.00** (line items 1.4, through 24.4 ea section has a mobilization charge and each is on the .4 line item) in Estimate is required upon execution of this agreement.
- C. CONTRACTOR will bill the CLIENT based on Unit Costs of Units actually completed. For example: if CONTRACTOR builds more (or less) trail than estimated, the CLIENT will be billed (or not) for the additional trail at the same unit price. The CONTRACTOR agrees to periodically measure Units throughout the construction process. Therefore, a Change Order can be submitted in time to address the overage or substitution. However, the CONTRACTOR cannot guarantee they will not exceed the estimated Units.

## ARTICLE 4.

### Billing Procedures:

- A. "Progress Invoices" will be submitted by CONTRACTOR, typically every 3 weeks. Progress payments will be due within 15 days ("Due Date").
- B. If any Invoice is not paid in full within five (5) days of the Due Date, CONTRACTOR reserves the right to charge a late fee equal to five percent (5%) of the unpaid portion of the Progress Invoice shall be charged to



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# DESIGN BUILD RIDE

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CLIENT and interest shall begin to accrue and be payable at the rate of ten percent (10%) per annum until paid in full.

- C. CONTRACTOR reserves the right to stop work if any Progress Invoice is not paid in full within fifteen (15) days of the applicable Due Date.
- D. The final payment invoice shall be submitted and due when the services described in this Agreement when "final punch-list" is complete and CLIENT has signed "Closing/Warranty Document" (provided by CONTRACTOR).  
Final payment is due within fifteen (15) days of the date of the final invoice.

## ARTICLE 5.

### Changes in Work:

- A. If either party would like to change or modify any of the scope of services, a written change order with both parties' signature and the reflecting costs will be required.
- B. Note: Trail Construction has many unforeseen variables that cannot be predicted during design, such as bedrock or inundated areas. It will be the CONTRACTORS responsibility to assess at that time and initiate a resolution through a change order that both parties can agree on.
- C. Change Orders will be billed upon completion and separately from the original Contract Sum. Payment to be made within fifteen (15) days. Late fees and interest shall be payable for any unpaid amounts consistent with Article 4.

## ARTICLE 6.

### Land Survey/Property Lines:

- A. The CONTRACTOR is a "Design/Build Firm" and typically builds off of a conceptual line on a map that has been ground-truthed and agreed upon by CLIENT during the design process. If a flagged and GPS'd line is required on the ground prior to construction to confirm location of trail, that can be arranged through a separate design contract or a mutually agreed upon arrangement between CLIENT and CONTRACOR.
- B. The CONTRACTOR will also give the CLIENT the opportunity to walk through the final design with them and get final approval before construction.



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# DESIGN BUILD RIDE

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## ARTICLE 7.

### Permitting/Plans:

- A. All permitting and/or any required environmental assessment and/or storm water pollution prevention plans (SWPPP) is the responsibility of the CLIENT, unless otherwise outlined in CONTRACTORS Scope of Services, per this agreement.
- B. If work is stopped for a period of 2 days or more, CONTRACTOR reserves the right to charge a daily rate based on the average rate of project production or time & materials (including all rental equipment and travel expenses) + 25%, until work resumes. If work is stopped for a period of 10 days or more, CONTRACTOR reserves the right to terminate the contract (see article 9)

## ARTICLE 8.

### Insurance:

- A. CONTRACTOR agrees to provide CLIENT with a Certificate of Insurance and/or any other necessary insurance requirements.
- B. The CONTRACTOR maintains insurance of the following types: Workers Compensation \$1mil, General Liability \$1mil, Professional Liability \$1mil
- C. These specified coverages shall be maintained without interruption and from the date of commencement of the work until the final date and payment thereof.



# DESIGN BUILD RIDE

## ARTICLE 9.

### Termination of Contract:

- A. This Agreement may be terminated by the CONTRACTOR by written notice to CLIENT if;
1. The work is stopped for a period of thirty (30) days under the order of any court or other public authority having jurisdiction, or as a result of an act of government, such as a declaration of a national emergency making materials unavailable, through no act or fault of the CONTRACTOR or a Subcontractor or their agents or employees or any other person performing any of the Work under contract with the CONTRACTOR.
  2. The work is stopped for a period of fifteen (15) days by the CONTRACTOR as a result of the CLIENT's failure to make a payment as required in Article 3

## ARTICLE 10.

### Notices:

All notices and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Article:

|          | CLIENT: | CONTRACTOR:                                                                     |
|----------|---------|---------------------------------------------------------------------------------|
| Address: |         | Progressive Trail Design<br>3589-3 N. Shiloh Dr. #222<br>Fayetteville, AR 72703 |
| Contact: |         | Whittney Faucette – Office Manager                                              |
| Email:   |         | whittney@progressivetraildesign.com                                             |

## ARTICLE 11.



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## DESIGN BUILD RIDE

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### Miscellaneous:

This Agreement shall be deemed to have been executed in Bentonville, Arkansas and shall be governed by and construed in accordance with the internal laws of the State of Arkansas without giving effect to any choice or conflict of law provision or rule (whether of the State of Arkansas or any other jurisdiction).

ANY LEGAL SUIT, ACTION OR PROCEEDING ARISING OUT OF OR BASED UPON THIS AGREEMENT, THE OTHER TRANSACTION DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY SHALL BE INSTITUTED IN EITHER THE FEDERAL COURTS OF THE UNITED STATES OF AMERICA OR THE COURTS OF THE STATE OF ARKANSAS IN EACH CASE LOCATED IN THE CITY OF BENTONVILLE AND COUNTY OF BENTON, AND EACH PARTY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS IN ANY SUCH SUIT, ACTION OR PROCEEDING. SERVICE OF PROCESS, SUMMONS, NOTICE OR OTHER DOCUMENT BY MAIL TO SUCH PARTY'S ADDRESS SET FORTH IN THIS AGREEMENT SHALL BE EFFECTIVE SERVICE OF PROCESS FOR ANY SUIT, ACTION OR OTHER PROCEEDING BROUGHT IN ANY SUCH COURT. THE PARTIES IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY OBJECTION TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR ANY PROCEEDING IN SUCH COURTS AND IRREVOCABLY WAIVE AND AGREE NOT TO PLEAD OR CLAIM IN ANY SUCH COURT THAT ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT.

In the event either party fails to perform any of its obligations under this Agreement, or in the event a dispute arises concerning the interpretation of any provision of this Agreement, the non-prevailing party in such action shall pay any and all costs and expenses incurred by prevailing party in enforcing or establishing its rights hereunder, including, without limitation, court costs and reasonable attorney's fees.

(Signatures on following page)





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# DESIGN BUILD RIDE

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## Contract Signatures (PROJECT NAME):

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

### CONTRACTOR:



9.18.24

Signature

Date

Name & Title:

Jason Stouder-Director

Build Operations

Progressive Trail Design

### CLIENT:

Signature

Date

Name & Title:



---

# DESIGN BUILD RIDE

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APPENDIX:

## AR, Bentonville Storm Cleanup\_SW\_Rev1

| Item# | Description:                                 | Unit: | Unit Price: | Quantity:           | Total:              | Est. Build Time: | Notes:                                                      |
|-------|----------------------------------------------|-------|-------------|---------------------|---------------------|------------------|-------------------------------------------------------------|
|       | <b>SP MTB TRAIL CLEANUP OPC</b>              |       |             | <b>GRAND TOTAL:</b> | <b>\$497,707.71</b> | <b>105</b>       |                                                             |
| 1     | <b>Armadillo's Last Stand (2 days)</b>       |       |             |                     | <b>\$8,593.20</b>   | <b>2</b>         |                                                             |
| 1.1   | Operator Hours                               | HR    | \$150.00    | 32                  | \$4,800.00          |                  | 2 operators 16 hrs ea                                       |
| 1.2   | Ground Labor Hours                           | HR    | \$100.00    | 32                  | \$3,200.00          |                  | 2 Ground Labor 16 hrs ea                                    |
| 1.3   | Mini-Excavator daily rate                    | DR    | \$200.00    | 4                   | \$800.00            |                  | 2 machines 2 days ea                                        |
| 1.4   | Mobilization (5-10%)                         | PER   | 5%          | 8800                | \$440.00            |                  | 207 LF Estimated root balls, tread, drains, rock armoring   |
| 1.5   | Sourcwell Discount                           | PER   | -7%         | 9240                | -\$646.80           |                  |                                                             |
| 2     | <b>Tatamagouche (Black Diamond) (3 days)</b> |       |             |                     | <b>\$13,280.40</b>  | <b>3</b>         |                                                             |
| 2.1   | Operator Hours                               | HR    | \$150.00    | 48                  | \$7,200.00          |                  | 2 operators 24 hrs ea                                       |
| 2.2   | Ground Labor Hours                           | HR    | \$100.00    | 48                  | \$4,800.00          |                  | 2 Ground Labor 24 hrs ea                                    |
| 2.3   | Mini-Excavator daily rate                    | DR    | \$200.00    | 8                   | \$1,600.00          |                  | 2 machines 4 days ea                                        |
| 2.4   | Mobilization (5-10%)                         | PER   | 5%          | 13600               | \$680.00            |                  | 715 LF Estimated root balls, tread, drains, rock armoring   |
| 2.5   | Sourcwell Discount                           | PER   | -7%         | 14280               | -\$999.60           |                  |                                                             |
| 3     | <b>Tatamagouche (Skills Route) (4 days)</b>  |       |             |                     | <b>\$17,186.40</b>  | <b>4</b>         |                                                             |
| 3.1   | Operator Hours                               | HR    | \$150.00    | 64                  | \$9,600.00          |                  | 2 operators 32 hrs ea                                       |
| 3.2   | Ground Labor Hours                           | HR    | \$100.00    | 64                  | \$6,400.00          |                  | 2 Ground Labor 32 hrs ea                                    |
| 3.3   | Mini-Excavator daily rate                    | DR    | \$200.00    | 8                   | \$1,600.00          |                  | 2 machines 4 days ea                                        |
| 3.4   | Mobilization (5-10%)                         | PER   | 5%          | 17600               | \$880.00            |                  | 466 LF Estimated root balls, tread, drains, rock armoring   |
| 3.5   | Sourcwell Discount                           | PER   | -7%         | 18480               | -\$1,293.60         |                  |                                                             |
| 4     | <b>Black Limousin (4 days)</b>               |       |             |                     | <b>\$17,186.40</b>  | <b>4</b>         |                                                             |
| 4.1   | Operator Hours                               | HR    | \$150.00    | 64                  | \$9,600.00          |                  | 2 operators 32 hrs ea                                       |
| 4.2   | Ground Labor Hours                           | HR    | \$100.00    | 64                  | \$6,400.00          |                  | 2 Ground Labor 32 hrs ea                                    |
| 4.3   | Mini-Excavator daily rate                    | DR    | \$200.00    | 8                   | \$1,600.00          |                  | 2 machines 4 days ea                                        |
| 4.4   | Mobilization (5-10%)                         | PER   | 5%          | 17600               | \$880.00            |                  | 1,555 LF Estimated root balls, tread, drains, rock armoring |
| 4.5   | Sourcwell Discount                           | PER   | -7%         | 18480               | -\$1,293.60         |                  |                                                             |
| 5     | <b>Angus Chute (4 days)</b>                  |       |             |                     | <b>\$17,186.40</b>  | <b>4</b>         |                                                             |
| 5.1   | Operator Hours                               | HR    | \$150.00    | 64                  | \$9,600.00          |                  | 2 operators 32 hrs ea                                       |
| 5.2   | Ground Labor Hours                           | HR    | \$100.00    | 64                  | \$6,400.00          |                  | 2 Ground Labor 32 hrs ea                                    |
| 5.3   | Mini-Excavator daily rate                    | DR    | \$200.00    | 8                   | \$1,600.00          |                  | 2 machines 4 days ea                                        |
| 5.4   | Mobilization (5-10%)                         | PER   | 5%          | 17600               | \$880.00            |                  | 1,732 LF Estimated root balls, tread, drains, rock armoring |
| 5.5   | Sourcwell Discount                           | PER   | -7%         | 18480               | -\$1,293.60         |                  |                                                             |
| 6     | <b>Berm Creek (3 days)</b>                   |       |             |                     | <b>\$12,889.80</b>  | <b>3</b>         |                                                             |
| 6.1   | Operator Hours                               | HR    | \$150.00    | 48                  | \$7,200.00          |                  | 2 operators 24 hrs ea                                       |
| 6.2   | Ground Labor Hours                           | HR    | \$100.00    | 48                  | \$4,800.00          |                  | 2 Ground Labor 24 hrs ea                                    |
| 6.3   | Mini-Excavator daily rate                    | DR    | \$200.00    | 6                   | \$1,200.00          |                  | 2 machines 3 days ea                                        |
| 6.4   | Mobilization (5-10%)                         | PER   | 5%          | 13200               | \$660.00            |                  | 377 LF Estimated root balls, tread, drains, rock armoring   |
| 6.5   | Sourcwell Discount                           | PER   | -7%         | 13860               | -\$970.20           |                  |                                                             |
| 7     | <b>Master Plan (1 day)</b>                   |       |             |                     | <b>\$4,296.60</b>   | <b>1</b>         |                                                             |
| 7.1   | Operator Hours                               | HR    | \$150.00    | 16                  | \$2,400.00          |                  | 2 operators 8 hrs ea                                        |
| 7.2   | Ground Labor Hours                           | HR    | \$100.00    | 16                  | \$1,600.00          |                  | 2 Ground Labor 8 hrs ea                                     |
| 7.3   | Mini-Excavator daily rate                    | DR    | \$200.00    | 2                   | \$400.00            |                  | 2 machines 1 day ea                                         |
| 7.4   | Mobilization (5-10%)                         | PER   | 5%          | 4400                | \$220.00            |                  | 141 LF Estimated root balls, tread, drains, rock armoring   |
| 7.5   | Sourcwell Discount                           | PER   | -7%         | 4620                | -\$323.40           |                  |                                                             |
| 8     | <b>Skid Marks (6 days)</b>                   |       |             |                     | <b>\$25,779.60</b>  | <b>6</b>         |                                                             |
| 8.1   | Operator Hours                               | HR    | \$150.00    | 96                  | \$14,400.00         |                  | 2 operators 48 hrs ea                                       |
| 8.2   | Ground Labor Hours                           | HR    | \$100.00    | 96                  | \$9,600.00          |                  | 2 Ground Labor 48 hrs ea                                    |
| 8.3   | Mini-Excavator daily rate                    | DR    | \$200.00    | 12                  | \$2,400.00          |                  | 2 machines 6 days ea                                        |
| 8.4   | Mobilization (5-10%)                         | PER   | 5%          | 26400               | \$1,320.00          |                  | 1,463 LF Estimated root balls, tread, drains, rock armoring |
| 8.5   | Sourcwell Discount                           | PER   | -7%         | 27720               | -\$1,940.40         |                  |                                                             |
| 9     | <b>Bone Yard (6 days)</b>                    |       |             |                     | <b>\$24,998.40</b>  | <b>6</b>         |                                                             |
| 9.1   | Operator Hours                               | HR    | \$150.00    | 96                  | \$14,400.00         |                  | 2 operators 48 hrs ea                                       |

| Item# | Description:                    | Unit: | Unit Price: | Quantity: | Total:      | Est. Build Time: | Notes:                                                      |
|-------|---------------------------------|-------|-------------|-----------|-------------|------------------|-------------------------------------------------------------|
| 9.2   | Ground Labor Hours              | HR    | \$100.00    | 96        | \$9,600.00  |                  | 2 Ground Labor 48 hrs ea                                    |
| 9.3   | Mini-Excavator daily rate       | DR    | \$200.00    | 8         | \$1,600.00  |                  | 2 machines 4 days ea                                        |
| 9.4   | Mobilization (5-10%)            | PER   | 5%          | 25600     | \$1,280.00  |                  | 1,056 LF Estimated root balls, tread, drains, rock armoring |
| 9.5   | Sourowell Discount              | PER   | -7%         | 26880     | -\$1,881.60 |                  |                                                             |
| 10    | Free Time (4 days)              |       |             |           | \$21,483.00 | 5                |                                                             |
| 10.1  | Operator Hours                  | HR    | \$150.00    | 80        | \$12,000.00 |                  | 2 operators 40 hrs ea                                       |
| 10.2  | Ground Labor Hours              | HR    | \$100.00    | 80        | \$8,000.00  |                  | 2 Ground Labor 40 hrs ea                                    |
| 10.3  | Mini-Excavator daily rate       | DR    | \$200.00    | 10        | \$2,000.00  |                  | 2 machines 5 days ea                                        |
| 10.4  | Mobilization (5-10%)            | PER   | 5%          | 22000     | \$1,100.00  |                  | 1,056 LF Estimated root balls, tread, drains, rock armoring |
| 10.5  | Sourowell Discount              | PER   | -7%         | 23100     | -\$1,617.00 |                  |                                                             |
| 11    | Rocky Ridge (North) (5 days)    |       |             |           | \$21,483.00 | 5                |                                                             |
| 11.1  | Operator Hours                  | HR    | \$150.00    | 80        | \$12,000.00 |                  | 2 operators 40 hrs ea                                       |
| 11.2  | Ground Labor Hours              | HR    | \$100.00    | 80        | \$8,000.00  |                  | 2 Ground Labor 40 hrs ea                                    |
| 11.3  | Mini-Excavator daily rate       | DR    | \$200.00    | 10        | \$2,000.00  |                  | 2 machines 5 days ea                                        |
| 11.4  | Mobilization (5-10%)            | PER   | 5%          | 22000     | \$1,100.00  |                  | 1280 LF Estimated root balls, tread, drains, rock armoring  |
| 11.5  | Sourowell Discount              | PER   | -7%         | 23100     | -\$1,617.00 |                  |                                                             |
| 12    | Two Stacks (1 day)              |       |             |           | \$4,296.60  | 1                |                                                             |
| 12.1  | Operator Hours                  | HR    | \$150.00    | 16        | \$2,400.00  |                  | 2 operators 8 hrs ea                                        |
| 12.2  | Ground Labor Hours              | HR    | \$100.00    | 16        | \$1,600.00  |                  | 2 Ground Labor 8 hrs ea                                     |
| 12.3  | Mini-Excavator daily rate       | DR    | \$200.00    | 2         | \$400.00    |                  | 2 machines 1 day ea                                         |
| 12.4  | Mobilization (5-10%)            | PER   | 5%          | 4400      | \$220.00    |                  | 197 LF Estimated root balls, tread, drains, rock armoring   |
| 12.5  | Sourowell Discount              | PER   | -7%         | 4620      | -\$323.40   |                  |                                                             |
| 13    | Schroen Train (5 days)          |       |             |           | \$21,483.00 | 5                |                                                             |
| 13.1  | Operator Hours                  | HR    | \$150.00    | 80        | \$12,000.00 |                  | 2 operators 40 hrs ea                                       |
| 13.2  | Ground Labor Hours              | HR    | \$100.00    | 80        | \$8,000.00  |                  | 2 Ground Labor 40 hrs ea                                    |
| 13.3  | Mini-Excavator daily rate       | DR    | \$200.00    | 10        | \$2,000.00  |                  | 2 machines 5 days ea                                        |
| 13.4  | Mobilization (5-10%)            | PER   | 5%          | 22000     | \$1,100.00  |                  | 230 LF Estimated root balls, tread, drains, rock armoring   |
| 13.5  | Sourowell Discount              | PER   | -7%         | 23100     | -\$1,617.00 |                  |                                                             |
| 14    | Ozone and Hammer Down (15 days) |       |             |           | \$64,449.00 | 15               |                                                             |
| 14.1  | Operator Hours                  | HR    | \$150.00    | 240       | \$36,000.00 |                  | 2 operators 120 hrs ea                                      |
| 14.2  | Ground Labor Hours              | HR    | \$100.00    | 240       | \$24,000.00 |                  | 2 Ground Labor 120 hrs ea                                   |
| 14.3  | Mini-Excavator daily rate       | DR    | \$200.00    | 30        | \$6,000.00  |                  | 2 machines 15 days ea                                       |
| 14.4  | Mobilization (5-10%)            | PER   | 5%          | 66000     | \$3,300.00  |                  | 1,949 LF Estimated root balls, tread, drains, rock armoring |
| 14.5  | Sourowell Discount              | PER   | -7%         | 69300     | -\$4,851.00 |                  | Wood structure damage could lower or raise this estimate    |
| 15    | Rotten to the Core (4 days)     |       |             |           | \$17,186.40 | 4                |                                                             |
| 15.1  | Operator Hours                  | HR    | \$150.00    | 64        | \$9,600.00  |                  | 2 operators 32 hrs ea                                       |
| 15.2  | Ground Labor Hours              | HR    | \$100.00    | 64        | \$6,400.00  |                  | 2 Ground Labor 32 hrs ea                                    |
| 15.3  | Mini-Excavator daily rate       | DR    | \$200.00    | 8         | \$1,600.00  |                  | 2 machines 4 days ea                                        |
| 15.4  | Mobilization (5-10%)            | PER   | 5%          | 17600     | \$880.00    |                  | 640 LF Estimated root balls, tread, drains, rock armoring   |
| 15.5  | Sourowell Discount              | PER   | -7%         | 18480     | -\$1,293.60 |                  |                                                             |
| 16    | Apple Turnover (1 day)          |       |             |           | \$4,296.60  | 1                |                                                             |
| 16.1  | Operator Hours                  | HR    | \$150.00    | 16        | \$2,400.00  |                  | 2 operators 8 hrs ea                                        |
| 16.2  | Ground Labor Hours              | HR    | \$100.00    | 16        | \$1,600.00  |                  | 2 Ground Labor 8 hrs ea                                     |
| 16.3  | Mini-Excavator daily rate       | DR    | \$200.00    | 2         | \$400.00    |                  | 2 machines 1 day ea                                         |
| 16.4  | Mobilization (5-10%)            | PER   | 5%          | 4400      | \$220.00    |                  | 59 LF Estimated root balls, tread, drains, rock armoring    |
| 16.5  | Sourowell Discount              | PER   | -7%         | 4620      | -\$323.40   |                  |                                                             |
| 17    | Heading Home (1 day)            |       |             |           | \$4,296.60  | 1                |                                                             |
| 17.1  | Operator Hours                  | HR    | \$150.00    | 16        | \$2,400.00  |                  | 2 operators 8 hrs ea                                        |
| 17.2  | Ground Labor Hours              | HR    | \$100.00    | 16        | \$1,600.00  |                  | 2 Ground Labor 8 hrs ea                                     |
| 17.3  | Mini-Excavator daily rate       | DR    | \$200.00    | 2         | \$400.00    |                  | 2 machines 1 day ea                                         |
| 17.4  | Mobilization (5-10%)            | PER   | 5%          | 4400      | \$220.00    |                  | 59 LF Estimated root balls, tread, drains, rock armoring    |
| 17.5  | Sourowell Discount              | PER   | -7%         | 4620      | -\$323.40   |                  |                                                             |

| Item# | Description:                                               | Unit: | Unit Price: | Quantity:    | Total:      | Est. Build Time: | Notes:                                                                                                |
|-------|------------------------------------------------------------|-------|-------------|--------------|-------------|------------------|-------------------------------------------------------------------------------------------------------|
| 18    | ☐ Rocking Horse (2 days)                                   |       |             |              | \$8,593.20  | 2                |                                                                                                       |
| 18.1  | Operator Hours                                             | HR    | \$150.00    | 32           | \$4,800.00  |                  | 2 operators 16 hrs ea                                                                                 |
| 18.2  | Ground Labor Hours                                         | HR    | \$100.00    | 32           | \$3,200.00  |                  | 2 Ground Labor 24 hrs ea                                                                              |
| 18.3  | Mini-Excavator daily rate                                  | DR    | \$200.00    | 4            | \$800.00    |                  | 2 machines 2 days ea                                                                                  |
| 18.4  | Mobilization (5-10%)                                       | PER   | 5%          | 8800         | \$440.00    |                  | root balls, tread, drains, rock armoring                                                              |
| 18.5  | Sourcwell Discount                                         | PER   | -7%         | 9240         | -\$646.80   |                  |                                                                                                       |
| 19    | ☐ Zeppelin (2 days)                                        |       |             |              | \$8,593.20  | 2                |                                                                                                       |
| 19.1  | Operator Hours                                             | HR    | \$150.00    | 32           | \$4,800.00  |                  | 2 operators 16 hrs ea                                                                                 |
| 19.2  | Ground Labor Hours                                         | HR    | \$100.00    | 32           | \$3,200.00  |                  | 2 Ground Labor 16 hrs ea                                                                              |
| 19.3  | Mini-Excavator daily rate                                  | DR    | \$200.00    | 4            | \$800.00    |                  | 2 machines 2 days ea                                                                                  |
| 19.4  | Mobilization (5-10%)                                       | PER   | 5%          | 8800         | \$440.00    |                  | root balls, tread, drains, rock armoring                                                              |
| 19.5  | Sourcwell Discount                                         | PER   | -7%         | 9240         | -\$646.80   |                  |                                                                                                       |
| 20    | ☐ Black Apple Creek (5 days)                               |       |             |              | \$21,483.00 | 5                |                                                                                                       |
| 20.1  | Operator Hours                                             | HR    | \$150.00    | 80           | \$12,000.00 |                  | 2 operators 40 hrs ea                                                                                 |
| 20.2  | Ground Labor Hours                                         | HR    | \$100.00    | 80           | \$8,000.00  |                  | 2 Ground Labor 40 hrs ea                                                                              |
| 20.3  | Mini-Excavator daily rate                                  | DR    | \$200.00    | 10           | \$2,000.00  |                  | 2 machines 5 days ea                                                                                  |
| 20.4  | Mobilization (5-10%)                                       | PER   | 5%          | 22000        | \$1,100.00  |                  | root balls, tread, drains, rock armoring                                                              |
| 20.5  | Sourcwell Discount                                         | PER   | -7%         | 23100        | -\$1,617.00 |                  |                                                                                                       |
| 21    | ☐ Tatamagouche (asphalt trail repair and railing) (5 days) |       |             |              | \$21,483.00 | 5                |                                                                                                       |
| 21.1  | Operator Hours                                             | HR    | \$150.00    | 80           | \$12,000.00 |                  | 2 operators 40 hrs ea                                                                                 |
| 21.2  | Ground Labor Hours                                         | HR    | \$100.00    | 80           | \$8,000.00  |                  | 2 Ground Labor 40 hrs ea                                                                              |
| 21.3  | Mini-Excavator daily rate                                  | DR    | \$200.00    | 10           | \$2,000.00  |                  | 2 machines 5 days ea                                                                                  |
| 21.4  | Mobilization (5-10%)                                       | PER   | 5%          | 22000        | \$1,100.00  |                  | root balls, tread, drains, rock armoring                                                              |
| 21.5  | Sourcwell Discount                                         | PER   | -7%         | 23100        | -\$1,617.00 |                  |                                                                                                       |
| 22    | ☐ Seed Tick Shuffle (3 days)                               |       |             |              | \$12,889.80 | 3                |                                                                                                       |
| 22.1  | Operator Hours                                             | HR    | \$150.00    | 48           | \$7,200.00  |                  | 2 operators 24 hrs ea                                                                                 |
| 22.2  | Ground Labor Hours                                         | HR    | \$100.00    | 48           | \$4,800.00  |                  | 2 Ground Labor 24 hrs ea                                                                              |
| 22.3  | Mini-Excavator daily rate                                  | DR    | \$200.00    | 6            | \$1,200.00  |                  | 2 machines 3 days ea                                                                                  |
| 22.4  | Mobilization (5-10%)                                       | PER   | 5%          | 13200        | \$660.00    |                  | root balls, tread, drains, rock armoring                                                              |
| 22.5  | Sourcwell Discount                                         | PER   | -7%         | 13860        | -\$970.20   |                  |                                                                                                       |
| 23    | ☐ All-American Through All Phases (14 days)                |       |             |              | \$60,152.40 | 15               |                                                                                                       |
| 23.1  | Operator Hours                                             | HR    | \$150.00    | 224          | \$33,600.00 |                  | 2 operators 112 hrs ea                                                                                |
| 23.2  | Ground Labor Hours                                         | HR    | \$100.00    | 224          | \$22,400.00 |                  | 2 Ground Labor 112 hrs ea                                                                             |
| 23.3  | Mini-Excavator daily rate                                  | DR    | \$200.00    | 28           | \$5,600.00  |                  | 2 machines 14 days ea                                                                                 |
| 23.4  | Mobilization (5-10%)                                       | PER   | 5%          | 61600        | \$3,080.00  |                  | root balls, tread, drains, rock armoring                                                              |
| 23.5  | Sourcwell Discount                                         | PER   | -7%         | 64680        | -\$4,527.80 |                  | Wood structure damage could lower or raise this estimate                                              |
| 24    | ☐ Low Water Bridge aka Stinky bridge (3 days)              |       |             |              | \$12,889.80 | 3                |                                                                                                       |
| 24.1  | Operator Hours                                             | HR    | \$150.00    | 48           | \$7,200.00  |                  | 2 operators 24 hrs ea                                                                                 |
| 24.2  | Ground Labor Hours                                         | HR    | \$100.00    | 48           | \$4,800.00  |                  | 2 Ground Labor 24 hrs ea                                                                              |
| 24.3  | Mini-Excavator daily rate                                  | DR    | \$200.00    | 6            | \$1,200.00  |                  | 2 machines 3 days ea                                                                                  |
| 24.4  | Mobilization (5-10%)                                       | PER   | 5%          | 13200        | \$660.00    |                  | root balls, tread, drains, rock armoring                                                              |
| 24.5  | Sourcwell Discount                                         | PER   | -7%         | 13860        | -\$970.20   |                  |                                                                                                       |
| 25    | ☐ OTHER                                                    |       |             |              | \$51,251.91 |                  |                                                                                                       |
| 25.1  | Contingency                                                | PER   | 4%          | \$446,455.80 | \$17,858.23 |                  | Project Contingency For Unknown Circumstances                                                         |
| 25.2  | Material and Supplies (wood, stone, fill etc)              | LS    | \$20,000.00 | 1            | \$20,000.00 |                  | Material needed is unknown and will be determined in each section. Goal is to reuse as much as we can |
| 25.3  | Insurance, Workers Comp, Liability, etc.                   | PER   | 3%          | \$446,455.80 | \$13,393.67 |                  |                                                                                                       |

**CONTRACT ADDENDUM \_\_\_\_\_**  
**FEMA CONTRACT REQUIREMENTS**

This contract addendum will now be considered a part of the contract between the City of Bentonville, Arkansas, and the Contractor, \_\_\_\_ Progressive Trail Design \_\_\_\_\_, dated \_\_\_\_ 9/19/24 \_\_\_\_\_ for Trail Storm Damage Cleanup services.

**ARTICLE 1. REQUIRED CONTRACT PROVISIONS**

**1.01 Contract Requirements.**

This contract may be eligible for FEMA reimbursement. FEMA requires inclusion of the following contract provisions for procurement under exigent or emergency circumstances. The Parties must comply with these provisions as a minimum. In the event of a conflict with other provisions in this contract that address the same or a similar requirement, the provisions that are stricter and impose the greater duties upon Contractor shall apply.

**1.02 Remedies.**

In addition to all other remedies included in this contract, Contractor shall, at a minimum, be liable to the City for all foreseeable damages it incurs as a result of Contractor violation or breach of the terms of this contract. This includes without limitation any costs incurred to remediate defects in Contractor's services and/or the additional expenses to complete Contractor's services beyond the amounts agreed to in this contract, after Contractor has had a reasonable opportunity to remediate and/or complete its services as otherwise set for in this contract. All remedies provided for in this contract may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

**1.03 Termination.**

- (1) *Termination for Convenience by the City.* In compliance with 2 C.F.R. Part 200, Appendix II(B), the city reserves the right to terminate this Contract, without any penalty whatsoever, upon fifteen (15) calendar days' notice to the Contractor.
- (2) *Termination for Cause.* In compliance with 2 C.F.R. Part 200, Appendix II(B), if either party fails to perform a material obligation under this Contract, the other party may consider the non-performing party to be in default and may assert a default claim by giving the non-performing party a written and detailed notice of default. "Material"



shall mean an essential term or obligation of this Contract. Except for default by a party for failing to pay any amount when due under this Contract, which must be cured within ten (10) calendar days after the receipt of written notice of default, the defaulting party will have will have ten (10) calendar days after receipt of the written notice of default to either (i) cure the default or (ii) if the default is not curable within ten (10) calendar days, to provide a written cure plan. The defaulting party will begin implementation of the cure plan immediately after receipt of written notice that the other party approves the plan. If the defaulting party fails to cure the default, the non-defaulting party may terminate any unfulfilled portion of this Contract. Upon termination of this Contract, each party shall pay to the other party any funds due under this Contract up to the date of termination. In the event of termination, all finished or unfinished drawings, surveys, and reports prepared by the Contractor shall, at the option of the City, become the City's property, and the Contractor shall be entitled to receive just and equitable compensation for services rendered in accordance with the Contract Documents up to the effective date of termination pursuant to the terms of the Contract Documents, as long as the total payment to the Contractor does not exceed the maximum compensation set forth in the agreement.

## ARTICLE 2. ADDITIONAL REQUIRED CONTRACT PROVISIONS

### 2.01 Nondiscrimination and Equal Employment Opportunity.

Pursuant to 41 C.F.R Part 60-1.4(b), during the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

*Provided*, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

## 2.02 Compliance with the Contract Work Hours and Safety Standards Act.

- (1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

- (2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required.
- (3) *Withholding for unpaid wages and liquidated damages.* The City of Bentonville shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages.
- (4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in herein and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor.

## 2.03 Clean Air Act and the Federal Water Pollution Control Act.

### Clean Air Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to the City of Bentonville and understands and agrees that the City of Bentonville will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

### Federal Water Pollution Control Act

- (1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the City of Bentonville and understands and agrees that the City of Bentonville will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

#### 2.04 Suspension and Debarment.

- (1) This contract is a covered transaction for the purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by City of Bentonville. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to City of Bentonville, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

#### 2.05 Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended).

- (1) Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in

connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

(2) Appendix A, 44 C.F.R. Part 18 – Certification Regarding Lobbying

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.





Signature of Contractor's Authorized Official

Nathan Woodruff – President/Owner

Name and Title of Contractor's Authorized Official

9/19/24

Date

2.06 Procurement of Recovered Materials, 2 C.F.R., Appendix II(J); and 2 C.F.R. §200.322.

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired –

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

(2) Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

ARTICLE 3. FEMA-RECOMMENDED CONTRACT PROVISIONS

3.01 Access to Records.

The following access to records requirements apply to this Contract:

- (1) The Contractor agrees to provide the City of Bentonville, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of

the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Contract.
- (4) In compliance with the Disaster Recovery Act of 2018, the City of Bentonville and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

### 3.02 Changes/Modifications.

- (1) *Contract.* Any modification to this Contract shall be in writing, signed by all parties to the Contract.
- (2) *Contract Price.* The total Contract Price plus shall not be increased without the prior approval of the Bentonville City Council in the form of a Council resolution and prior written approval signed by the City's Mayor.
- (3) *Change Order.* The City of Bentonville may, at any time, as the need arises, order changes in the scope of the Work without invalidating the Contract, provided, the cost of the change, modification, change order, or constructive change is allowable, allocable, within the scope of grant or cooperative agreement, and reasonable for the completion of project scope. Any changes to the Work shall be set forth in writing in a Change Order signed by the Mayor or the Mayor's designee. If such changes increase or decrease the time required for performance of the Work, an equitable adjustment may be authorized by a Change Order signed by the Mayor and approved by the Bentonville City Council, if necessary or required.
- (4) *Modification.* No conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary the terms or conditions of this Contract shall be binding unless hereafter made in writing and signed by the party to be bound, and modification shall be effected by the acknowledgment or acceptance of any forms containing terms or conditions or variance with or in addition to those set forth in this Contract.

### 3.03 Non-Use of DHS Seal, Logo, and Flags.

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

3.04 Compliance with Federal Law, Regulations, and Executive Orders.

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the Contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

3.05 No Obligation by the Federal Government.

The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the Contract.

3.06 Program Fraud and False or Fraudulent Statements or Related Acts.

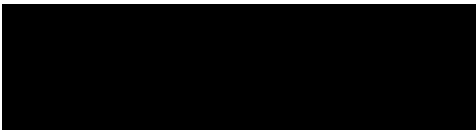
The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

\_\_\_\_\_  
City of Bentonville – Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
City of Bentonville – Clerk

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Contractor

9/19/24

\_\_\_\_\_  
Date

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH PROGRESSIVE TRAIL DESIGN, IN THE AMOUNT OF FOUR HUNDRED NINETY-SEVEN THOUSAND SEVEN HUNDRED SEVEN DOLLARS AND SEVENTY-ONE CENTS (\$497,707.71) PLUS APPLICABLE TAXES, FOR STORM DAMAGE TRAIL REPAIR; AMENDING THE 2024 BUDGET; AND FOR OTHER PURPOSES.**

**WHEREAS**, the City of Bentonville Parks and Recreation Department requests approval to enter into an agreement with Progressive Trail Design for trail damage caused by the May 26, 2024 storm event;

**WHEREAS**, this agreement utilizes Sourcewell Cooperative Contract 112420-ARC and has been approved by the Purchasing Manager in accordance with the City's purchasing policy;

**WHEREAS**, it is intended that the project cost be submitted to FEMA for reimbursement consideration; and

**WHEREAS**, a budget adjustment is needed to adjust monies from General Fund for this purchase.

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

Section 1: That the Mayor and City Clerk are hereby authorized to enter into an agreement with Progressive Trail Design, pursuant to Sourcewell Cooperative Contract 112420-ARC, in an amount not to exceed four hundred ninety-seven thousand seven hundred seven dollars and seventy-one cents (\$497,707.71) plus applicable taxes, for trail repairs needed due to the May 26, 2024 storm;

Section 2: The 2024 Budget is adjusted to appropriate the same from General Fund into Account #105030-44430 – Building/Ground Maintenance;

Section 3 - Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 4 - Repeal of Conflicting Resolutions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

**PASSED and APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2024.**

**APPROVED:**

\_\_\_\_\_  
**STEPHANIE ORMAN, Mayor**

**ATTEST:**

\_\_\_\_\_  
**MALORIE MARRS, City Clerk**



### City of Bentonville, Arkansas Agenda Item Form

#### Item Details

|                              |                           |                           |                      |
|------------------------------|---------------------------|---------------------------|----------------------|
| <b>Council Meeting Date:</b> | 9/24/2024                 | <b>Submitted By:</b>      | David Wright         |
| <b>Phone:</b>                | 479.271.6813              | <b>For Department(s):</b> | Parks and Recreation |
| <b>Email:</b>                | dwright@bentonvillear.com |                           |                      |

#### Item Type (Check all that apply)

|                                                   |                                            |                                                   |                                           |
|---------------------------------------------------|--------------------------------------------|---------------------------------------------------|-------------------------------------------|
| <input checked="" type="checkbox"/> Informational | <input type="checkbox"/> Bid Award         | <input type="checkbox"/> Enter into an Agreement  | <input type="checkbox"/> Change Order     |
| <input type="checkbox"/> Recognizing Funds        | <input type="checkbox"/> Budget Adjustment | <input type="checkbox"/> Waiver of Bid            | <input type="checkbox"/> Emergency Clause |
| <input type="checkbox"/> Ordinance                | <input type="checkbox"/> Resolution        | <input checked="" type="checkbox"/> Informational |                                           |

#### Title, Recommendation & Justification

|                                                          |                                                                                                                                                                                                                                                                                                                                                  |
|----------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Title:</b>                                            | Draft Ordinance Creating an Active Transportation Advisory Board                                                                                                                                                                                                                                                                                 |
| <b>Action Recommendation &amp; Justification:</b>        | For discussion, the final draft ordinance creating an active transportation advisory board. This is an informational item only.                                                                                                                                                                                                                  |
| <b>Additional Comments for Consideration (Optional):</b> | Pursuant to council's request, various city departments collaborated on this final ordinance draft to create an active transportation advisory board. Staff plans to present this for a vote at the October 8, 2024 City Council meeting. This draft ordinance codifies the committee in Chapter 2, Article 2-VIII of the City's municipal code. |
| <b>Amount for Approval:</b>                              | \$                                                                                                                                                                                                                                                                                                                                               |

#### Budget Impact

Is this Item Budgeted? ☐ YES ☐ NO ☒ ITEM HAS NO COST ☐ OTHER: \_\_\_\_\_

#### Budget Adjustment (to be completed by Finance when applicable)

| Account Number (ORG-OBJECT) | Account Description | Expense | Revenue |
|-----------------------------|---------------------|---------|---------|
| Account Number (ORG-OBJECT) | Account Description | Expense | Revenue |
| Account Number (ORG-OBJECT) | Account Description | Expense | Revenue |
| Account Number (ORG-OBJECT) | Account Description | Expense | Revenue |
| Account Number (ORG-OBJECT) | Account Description | Expense | Revenue |

#### Fund(s) Impacted

(check all that apply)

☐ General Fund ☐ Utility Fund ☐ Street Fund ☐ Other(s): \_\_\_\_\_

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

www.bentonvillear.com

Please Recycle!

# Memo



To: City Council, Mayor Orman  
From: David Wright, Parks and Recreation Director  
Date: September 23, 2024  
Re: Active Transportation Advisory Board

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In recent meetings, City Council expressed a desire to create an Active Transportation Advisory Board to allow an increased citizen input and guidance with the development of our trails and bikeways. Multiple departments including Transportation, Legal and Parks has worked together to create a board policy and format that should best serve our departments as we work together to built out our active transportation network.

This proposal includes a nine (9) citizens board, that includes ex-officio representation from City Council, Transportation, Parks and Planning. Board member terms run three years, with alternating terms. Three seats expire annually. As you will see in the attached ordinance draft, members are eligible to serve two consecutive terms.

Parks and Recreation will administer the board. The Parks Deputy Director and Bike and Pedestrian Planner will be the responsible parties to publish and agenda and assist with the administration of this committee. The board will follow a all requirements of the laws of the State of Arkansas concerning open meetings.

If approved at the next council meeting, Parks and Recreation will work to begin advertising open positions to community members. Our hope will be to have this board operational by the end of Q1 2025.

If you have any questions regarding this item, please email David Wright at [dwright@bentonvillear.com](mailto:dwright@bentonvillear.com).

*Attachments:*  
*Proposed Ordinance*



# Active Transportation Advisory Board

- Board Management – Parks and Recreation
  - Created monthly by: BPR Deputy Director + Bike & Pedestrian Planner.
  - Minutes & Published Agendas by Parks Admin Technician (Tracy Acosta)
  - BPR Deputy Director will work with Chairperson to run monthly meetings.
- Board Composition: 9 Citizens at Large. Terms run January 1 – December 31  
Terms run 3 years, with alternating terms (3 seats expire each year)  
Citizens may serve 2 consecutive terms
- Meetings Occur: 3<sup>rd</sup> Tuesday of each month at 12pm  
Parks and Recreation Conference Room
- Ex-Officio includes:
  - 1 – City Council Member
  - 1 – Transportation Director
  - 1 – Parks and Recreation Director
  - 1 – Planning Director

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING ARTICLE 2-VIII OF THE CITY OF  
BENTONVILLE MUNICIPAL CODE; CREATING DIVISION 2-VIII-4  
ACTIVE TRANSPORTATION ADVISORY BOARD; AND FOR OTHER  
PURPOSES.**

**WHEREAS**, Bentonville City Council recognizes the need to create an Active Transportation Advisory Board, allowing for increased citizen input and guidance for development of the City's trails and bikeways;

**WHEREAS**, staff from multiple City departments collaborated to create an advisory board policy that should best serve the interests of the citizens and staff; and

**WHEREAS**, meetings of this advisory board will be considered public meetings.

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

Section 1: That the City of Bentonville Municipal Code, Article 2-VIII Boards, Commissions and Authorities, is hereby amended to add Division 2-VIII-4 Active Transportation Advisory Board as shown in Exhibit "A", an electronic copy and hard copy of which is on file with the City Clerk and is hereby adopted by reference as though it were copied herein fully;

Section 2 - Severability Provision: If any part of this Ordinance is held invalid, the remainder of this Ordinance shall continue in effect as if such invalid portion never existed; and

Section 3 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Ordinance are repealed to the extent of such conflict.

**PASSED and APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**APPROVED:**

\_\_\_\_\_  
**Stephanie Orman, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Malorie Marrs, City Clerk**

## EXHIBIT “A”

### **DIVISION 2-VIII-4 ACTIVE TRANSPORTATION ADVISORY BOARD**

#### Sec 2-530 Establishment Of An Active Transportation Advisory Board

- (a) *Generally.* There shall be created an advisory board to be known and designated as the “Active Transportation Advisory Board”. This advisory board shall act in an advisory capacity to the City of Bentonville Mayor and City Council on policy matters pertaining to trails and bikeway facilities. Board members serve to represent the general community in matters regarding active transportation. It is the duty of board members to promote and foster community involvement in active transportation infrastructure. The board will stimulate and encourage communication with members of the community to ensure that programs, projects, goals, and objectives are consistent with community needs and desires. The board will focus positive public attention on City of Bentonville trail and bikeway systems. In addition, the board shall function in accordance with the policies and procedures established herein.
- (b) *Composition.* The board shall be composed of nine (9) voting members.
- (1) All voting members shall be qualified electors of the city.
  - (2) Voting members shall be appointed by the Mayor and approved by the City Council.
  - (3) The Mayor shall appoint a City Council member to serve as a non-voting ex-officio member of the board.
  - (4) Additional non-voting ex-officio members will include the Parks and Recreation Director, the Transportation Director, and the Planning Director.
  - (5) All appointed members shall serve without pay.
  - (6) The board may create standing subcommittees, as needed, to address specific matters.
- (c) *Terms.*
- (1) The nine (9) voting members shall serve a term of three (3) years, with terms of office to be alternated so that a maximum of three (3) appointments expire in one year.

- (2) No board member shall be eligible to serve more than two (2) terms (full or partial) in succession.
- (3) Said members shall serve until their successors are duly appointed and approved by City Council.
- (4) Vacancies shall be filled for the unexpired term, in the same manner as original appointments are made.
- (5) Any voting member may be removed, at any time, by a majority vote of the Bentonville City Council. The Mayor may recommend the removal of any voting member.
- (6) Any member of the board who misses three (3) consecutive regular meetings, or a total of six (6) meetings in a one (1) year period, shall immediately tender their resignation rendering the position vacant. Extraordinary cases may be taken into consideration by the board and an exception granted upon a majority vote.

(d) *Jurisdiction and powers.*

- (1) *Officers.* At the first meeting following appointment of its members, the board shall elect a chair and a vice-chair from amongst the voting members. Officers shall serve one (1) year terms, running from January through December of a calendar year. No member shall serve more than two (2) consecutive one (1) year terms as chair or vice-chair without interruption of at least a one (1) year period.
- (2) *Chairperson.* The chairperson is the principal officer of the board, will preside over all board meetings, and will rule on matters of procedure regarding the order of business. If needed, the chairperson will appoint the necessary sub-committees to further the goals and meet the objectives of the board.
- (3) *Vice-chairperson.* The vice-chairperson will serve in the same capacity as the chairperson, in the event the chairperson is absent or due to the inability or refusal of the chairperson to serve.
- (4) *Meetings.* The board shall hold monthly meetings at noon on the third Tuesday of each month. The board may call special meetings if necessary to carry out its duties. Meeting location will be determined by the Mayor taking into account available meeting space in city buildings. A quorum shall consist of five (5) voting

members. All actions of the board shall be upon a vote of not less than a majority of the members present.

- (5) *Rules.* The board shall adopt and amend by-laws and procedures to govern the conduct of its business, provide board direction, and to ensure compliance with the provisions of the Arkansas Freedom of Information Act, Arkansas Code Annotated §25-19-101, et. seq.

(e) *Duties.* The Active Transportation Advisory Board, with the assistance of city staff, shall:

- (1) Serve as a conduit for public input regarding active infrastructure or relevant programs;
- (2) Develop recommendation for active funding sources for active transportation infrastructure;
- (3) Work with established organizations to coordinate planning and development with the existing and planned trail system;
- (4) Based up on the recommendations of the parks and recreation director and the transportation director, the board will annually adopt and recommend to the Mayor, updates to said department's multi-year capital improvement plans (CIP's), annual departments capital budget, and annual departments work program;
- (5) Prepare an annual progress report on the activities of the board;
- (6) Make recommendations that support the City's master plans as it relates to the development and maintenance of trails and bikeway facilities;
- (7) Recommend policies and procedures for the efficient, safe, and cost-effective use of active transportation facilities;
- (8) Make recommendations to the Mayor and City Council as to the acceptance or rejection of public land dedication or other donations used for active transportation infrastructure or open space purposes; and
- (9) Make recommendations to the Mayor, transportation director, and parks and recreation director on handling and resolving conflicts that may arise from citizen users.

(f) *Board authority.* The Active Transportation Advisory Board serves in an advisory capacity only. All decisions of the board are subject to final approval by the City Council or Mayor, as may be appropriate or required by resolution, ordinance, or statute. It is the intention of the

City Council that all items, within the scope of the board, be first submitted to and heard by the board for consideration and recommendation before City Council submission.

(g) *Limitations of authority.* The authority of the board is expressly limited to the provisions contained herein and nothing shall be construed or interpreted to:

- (1) Grant the board authority over the operation of any department, division, office, officer, or employee of the City.
- (2) Diminish the responsibility of the Mayor in resolving conflicts over which items are within board's scope of duties.
- (3) Diminish the authority of the City Council over funding, operations, fixed assets, indebtedness, budgeting, or other areas reserved to City Council under Arkansas law.
- (4) Create a commission under any Arkansas law regarding the creation of autonomous committees or commissions.





### City of Bentonville, Arkansas Agenda Item Form

#### Item Details

|                              |                         |                           |                   |
|------------------------------|-------------------------|---------------------------|-------------------|
| <b>Council Meeting Date:</b> | 9/24/2024               | <b>Submitted By:</b>      | Shelli Kerr       |
| <b>Phone:</b>                | 479-271-6822            | <b>For Department(s):</b> | Police Department |
| <b>Email:</b>                | skerr@bentonvillear.com |                           |                   |

#### Item Type (Check all that apply)

|                                               |                                            |                                                  |                                           |
|-----------------------------------------------|--------------------------------------------|--------------------------------------------------|-------------------------------------------|
| <input type="checkbox"/> Informational        | <input type="checkbox"/> Bid Award         | <input type="checkbox"/> Enter into an Agreement | <input type="checkbox"/> Change Order     |
| <input type="checkbox"/> Recognizing Funds    | <input type="checkbox"/> Budget Adjustment | <input type="checkbox"/> Waiver of Bid           | <input type="checkbox"/> Emergency Clause |
| <input checked="" type="checkbox"/> Ordinance | <input type="checkbox"/> Resolution        | <input type="checkbox"/> Informational           |                                           |

#### Title, Recommendation & Justification

|                                                          |                                                                                                                                                                                                                                                                                                                                                                                        |
|----------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Title:</b>                                            | Ordinance to Amend Article 94-VI Parking to Regulate Parking in Front of Mailboxes                                                                                                                                                                                                                                                                                                     |
| <b>Action Recommendation &amp; Justification:</b>        | An ordinance amending Bentonville Municipal Code Article 94-VI Parking by adding a regulation regarding parking in front of mailboxes. This regulation was originally established with Ord. No. 2005-157, however, was inadvertently excluded with the adoption of Municode in 2019. This ordinance is to ensure this regulation is added to Municode. No budget adjustment is needed. |
| <b>Additional Comments for Consideration (Optional):</b> |                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Amount for Approval:</b>                              | \$                                                                                                                                                                                                                                                                                                                                                                                     |

#### Budget Impact

Is this Item Budgeted? ☐ YES ☐ NO ☒ ITEM HAS NO COST ☐ OTHER: \_\_\_\_\_

#### Budget Adjustment (to be completed by Finance when applicable)

| Account Number (ORG-OBJECT) | Account Description | Expense | Revenue |
|-----------------------------|---------------------|---------|---------|
| Account Number (ORG-OBJECT) | Account Description | Expense | Revenue |
| Account Number (ORG-OBJECT) | Account Description | Expense | Revenue |
| Account Number (ORG-OBJECT) | Account Description | Expense | Revenue |
| Account Number (ORG-OBJECT) | Account Description | Expense | Revenue |

#### Fund(s) Impacted

(check all that apply)

☐ General Fund ☐ Utility Fund ☐ Street Fund ☐ Other(s): \_\_\_\_\_

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

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**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING BENTONVILLE MUNICIPAL CODE  
ARTICLE 94-VI PARKING BY ADDING A REGULATION REGARDING  
PARKING IN FRONT OF MAILBOXES; AND FOR OTHER PURPOSES.**

**WHEREAS**, Ord. No. 2005-157 established regulations regarding parking in front of mailboxes;

**WHEREAS**, the regulations established in Ord. No. 2005-157 were overlooked during the adoption of the city code into Municode; and

**WHEREAS**, it is the intent of City Council that these regulations be in place;

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

Section 1: That Bentonville Municipal Code Article 94-VI Parking be amended by adding the following:

**Sec. 94-163**

*No person shall park a vehicle or leave a parked vehicle, except when necessary to avoid conflict with other traffic or in compliance with law or the directions of a police officer or traffic control device, in front of or within ten feet of a mailbox between the hours of 7:30 a.m. and 5:30 p.m. Monday through Saturday.*

Section 2 – Severability Provision: If any part of this Ordinance is held invalid, the remainder of this Ordinance shall continue in effect as if such invalid portion never existed; and

Section 3 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders, or parts thereof, which are in conflict herewith, are hereby repealed.

**PASSED and APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.**

**APPROVED:**

\_\_\_\_\_  
**Stephanie Orman, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Malorie Marrs, City Clerk**



### City of Bentonville, Arkansas Agenda Item Form

#### Item Details

|                              |                          |                           |                       |
|------------------------------|--------------------------|---------------------------|-----------------------|
| <b>Council Meeting Date:</b> | 9/24/2024                | <b>Submitted By:</b>      | Mayor Stephanie Orman |
| <b>Phone:</b>                | (479) 271-5966           | <b>For Department(s):</b> | Administration        |
| <b>Email:</b>                | sorman@bentonvillear.com |                           |                       |

#### Item Type (Check all that apply)

|                                                   |                                            |                                                   |                                           |
|---------------------------------------------------|--------------------------------------------|---------------------------------------------------|-------------------------------------------|
| <input checked="" type="checkbox"/> Informational | <input type="checkbox"/> Bid Award         | <input type="checkbox"/> Enter into an Agreement  | <input type="checkbox"/> Change Order     |
| <input type="checkbox"/> Recognizing Funds        | <input type="checkbox"/> Budget Adjustment | <input type="checkbox"/> Waiver of Bid            | <input type="checkbox"/> Emergency Clause |
| <input type="checkbox"/> Ordinance                | <input type="checkbox"/> Resolution        | <input checked="" type="checkbox"/> Informational |                                           |

#### Title, Recommendation & Justification

|                                                          |                                                                                                                                                                                 |
|----------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Title:</b>                                            | Appointment of Tim Stachowiak to the Ozark Regional Transit Board of Directors                                                                                                  |
| <b>Action Recommendation &amp; Justification:</b>        | Mayor Stephanie Orman is recommending the appointment of Tim Stachowiak to the Ozark Regional Transit Board of Directors. Mr. Stachowiak's term will expire in October of 2028. |
| <b>Additional Comments for Consideration (Optional):</b> |                                                                                                                                                                                 |
| <b>Amount for Approval:</b>                              | \$                                                                                                                                                                              |

#### Budget Impact

Is this Item Budgeted? ☐ YES ☐ NO ☐ ITEM HAS NO COST ☐ OTHER: \_\_\_\_\_

#### Budget Adjustment (to be completed by Finance when applicable)

| Account Number (ORG-OBJECT) | Account Description | Expense | Revenue |
|-----------------------------|---------------------|---------|---------|
| Account Number (ORG-OBJECT) | Account Description | Expense | Revenue |
| Account Number (ORG-OBJECT) | Account Description | Expense | Revenue |
| Account Number (ORG-OBJECT) | Account Description | Expense | Revenue |
| Account Number (ORG-OBJECT) | Account Description | Expense | Revenue |

#### Fund(s) Impacted

(check all that apply)

☐ General Fund ☐ Utility Fund ☐ Street Fund ☐ Other(s): \_\_\_\_\_

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

# Memorandum



**To:** City Council Members

**From:** Stephanie Orman, Mayor

**Date:** Thursday, September 19, 2024

**Re:** Appointment of Tim Stachowiak to Ozark Regional Transit Board of Directors

So I recommend Tim Stachowiak for appointment to Ozark Regional Transit's Board of Directors committee. This is Mr. Stachowiak's first term that will expire October 2028.

Stephanie Orman



## Boards and Commissions Application Form

### Applicant Information

First Name Tim Stachowiak

Last Name Stachowiak

Address

City Bentonville

State AR

Zip Code 72712

Home / Cell Phone

Email Address

Length of Bentonville  
Residency 16

Employer Semi Retired

Occupation Sales

Business Phone

(Section Break)

### References

*Please provide 2 references*

Name Bob Balfe

Email Address

Address

City Centerton

State AR

Zip Code 72712

|               |                             |
|---------------|-----------------------------|
| Phone Number  | [REDACTED]                  |
| Name          | Erik Wolff                  |
| Email Address | [REDACTED]                  |
| Address       | [REDACTED]                  |
| City          | Bentonville                 |
| State         | AR                          |
| Zip Code      | 72712                       |
| Phone Number  | [REDACTED]                  |
| Fax Number    | <i>Field not completed.</i> |

(Section Break)

#### Board Selection and Qualifications

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

Ozark Regional Transit Authority

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

I have a Bachelors degree in Business Administration from Marquette University and have been in sales my entire professional career. I have used analytics my entire life to determine the best course of action in business situations. My skills in analysis include forecasting, trends, growth patterns and challenges.

I have also previously served on the Ozark Transit Authority.

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

As stated above, I have previously served on the Ozark Transit Authority and feel with my experience and knowledge of the board and I would be even more effective addition to the board a second time.

I have also met with ORT over lunch recently and they verbalized that they respected my contributions the last time and would "love" to have me back on the board.



|                                               |                                                                                                                                                                                                                                                              |
|-----------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 3. What do you hope to be able to contribute? | To contribute, as I last did time, to the future growth of not only Bentonville's ridership and route portion of ORT, but also assist ORT as a whole. If I assist growing Bentonville's portion that helps ORT as whole which is a good thing for each city. |
|-----------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

---

(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 | Tim Stachowiak |
|--------------------------------------------------|----------------|

---

|      |          |
|------|----------|
| Date | 9/3/2024 |
|------|----------|

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# City of Bentonville, Arkansas Agenda Item Form

## Item Details

|                              |                          |                           |              |
|------------------------------|--------------------------|---------------------------|--------------|
| <b>Council Meeting Date:</b> | 9/24/2024                | <b>Submitted By:</b>      | Mayor Orman  |
| <b>Phone:</b>                | (479) 271-5966           | <b>For Department(s):</b> | City Council |
| <b>Email:</b>                | sorman@bentonvillear.com |                           |              |

## Item Type (Check all that apply)

|                                            |                                                       |                                                  |                                           |
|--------------------------------------------|-------------------------------------------------------|--------------------------------------------------|-------------------------------------------|
| <input type="checkbox"/> Informational     | <input type="checkbox"/> Bid Award                    | <input type="checkbox"/> Enter into an Agreement | <input type="checkbox"/> Change Order     |
| <input type="checkbox"/> Recognizing Funds | <input checked="" type="checkbox"/> Budget Adjustment | <input type="checkbox"/> Waiver of Bid           | <input type="checkbox"/> Emergency Clause |
| <input type="checkbox"/> Ordinance         | <input checked="" type="checkbox"/> Resolution        | <input type="checkbox"/> Informational           |                                           |

## Title, Recommendation & Justification

|                                                          |                                                                                                                                                                          |
|----------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Title:</b>                                            | Resolution Approving the Creation of a Temporary Debris Removal Policy                                                                                                   |
| <b>Action Recommendation &amp; Justification:</b>        | Approving a temporary debris removal policy to address existing debris piles in the City left from the May 26, 2024 severe weather event. A budget adjustment is needed. |
| <b>Additional Comments for Consideration (Optional):</b> |                                                                                                                                                                          |

|                             |    |
|-----------------------------|----|
| <b>Amount for Approval:</b> | \$ |
|-----------------------------|----|

## Budget Impact

Is this Item Budgeted? ☐ YES ☒ NO ☐ ITEM HAS NO COST ☐ OTHER: \_\_\_\_\_

## Budget Adjustment (to be completed by Finance when applicable)

|                             |                       |             |         |
|-----------------------------|-----------------------|-------------|---------|
| 101010-42830                | Miscellaneous Expense | \$ 5,000.00 | \$      |
| Account Number (ORG-OBJECT) | Account Description   | Expense     | Revenue |
|                             |                       | \$          | \$      |
| Account Number (ORG-OBJECT) | Account Description   | Expense     | Revenue |
|                             |                       | \$          | \$      |
| Account Number (ORG-OBJECT) | Account Description   | Expense     | Revenue |
|                             |                       | \$          | \$      |
| Account Number (ORG-OBJECT) | Account Description   | Expense     | Revenue |

## Fund(s) Impacted

(check all that apply)

☒ General Fund ☐ Utility Fund ☐ Street Fund ☐ Other(s): \_\_\_\_\_

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

www.bentonvillear.com

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**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION ESTABLISHING A TEMPORARY STORM DEBRIS  
REMOVAL POLICY; SETTING APPLICABILITY GUIDELINES;  
AMENDING THE 2024 BUDGET TO FUND QUALIFYING DEBRIS  
REMOVAL; AND FOR OTHER PURPOSES.**

**WHEREAS**, the City of Bentonville experienced a severe storm event on May 26, 2024, which has been declared a disaster by FEMA;

**WHEREAS**, the City immediately began clean-up efforts, hiring a consultant and debris removal contractor, to ensure the preservation of FEMA reimbursement eligibility;

**WHEREAS**, there are debris piles remaining where the City’s assistance with removal has been requested; and

**WHEREAS**, the Bentonville City Council finds that a Temporary Debris Removal Policy is appropriate in this limited circumstance of a FEMA declared disaster.

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

Section 1: That the Temporary Debris Removal Policy, as shown in the attached Exhibit “A” is hereby enacted and will be in effect for thirty (30) days or until funding is exhausted, whichever is the later;

Section 2: The 2024 Budget is hereby adjusted to appropriate five thousand dollars (\$5,000.00) from General Fund into Account #101010-42830 – Miscellaneous Expense, to fund the Temporary Debris Removal Policy;

Section 3 - Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 4 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

**PASSED and APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.**

**APPROVED:**

**ATTEST:**

\_\_\_\_\_  
**Stephanie Orman, Mayor**

\_\_\_\_\_  
**Malorie Marrs, City Clerk**

## **EXHIBIT “A”**

### **Temporary Debris Removal Policy:**

**Purpose:** The City of Bentonville suffered an extreme weather event on May 26, 2024. This storm caused extensive damage across many parts of the City. On May 29, 2024, FEMA declared Bentonville a disaster area. The City worked swiftly to procure debris monitoring and consulting services, not only to provide debris removal to citizens, but to also ensure the maximum preservation of expenses for FEMA reimbursement eligibility. Following FEMA regulations and consultant guidance, not all storm debris was eligible for removal by the City’s contracted provider. There may have been circumstances where citizens could not timely comply with the City’s debris removal timeline. In those instances, outside avenues could be utilized; such as, volunteer help, private property/business/homeowner insurance, FEMA individual assistance, small business loans, etc. To make sure citizens could avail themselves of all options, the City kept updated debris removal and assistance information on its website and social media pages. At this time, there are remaining piles of storm debris in the City. Bentonville City Council finds that a temporary debris removal policy should be enacted to provide for the safety and preserve the health of Bentonville citizens. This temporary policy is not intended to circumvent or replace the City’s normal storm debris removal process. Temporary debris removal policies, such as this, shall only be considered during FEMA declared disasters.

**Qualifications:** To avail themselves of this temporary debris removal policy, sufficient documentation of the following must be submitted:

1. Requestor must be a resident or business owner of the City of Bentonville;
2. Requestor must own, rent, lease, etc. the property on which the debris requested for removal is located;
3. The debris must be from the May 26, 2024, severe storm event;
4. The debris must have been considered eligible for removal, pursuant to FEMA guidelines and the City’s debris monitoring consultants’ guidance/interpretation, during the time at which the City conducted its contracted debris removal;
5. If applicable, insurance denial of coverage to remove the debris;

6. If the debris pile is a result of privately contracted work, proof that removal was not part of the agreement;
7. If debris is from a third-party source, a sworn affidavit from the third-party attesting to the debris origin and how it came to be at its present location; and
8. If applicable, documentation that FEMA individual assistance, small business loan, etc. did not cover debris removal.

Process: Once all of the above applicable qualifications are met, the City will utilize its current code compliance contract for debris removal. This contract was competitively bid and approved by City Council. The contract sets out the fees and costs for debris removal. Using the City's approved code enforcement contract ensures that City staff and equipment are not diverted from current job priorities. Complete applications will be funded on a first come, first served basis until funding is exhausted.

Funding: The Bentonville City Council finds that budgeting five thousand dollars (\$5,000.00) is a de minimis amount which serves to further the City's interest in protecting the health and safety of its citizens.



## City of Bentonville, Arkansas Agenda Item Form

### Item Details

|                              |                           |                           |                        |
|------------------------------|---------------------------|---------------------------|------------------------|
| <b>Council Meeting Date:</b> | 9/24/2024                 | <b>Submitted By:</b>      | Mike Bender            |
| <b>Phone:</b>                | 479-271-3140              | <b>For Department(s):</b> | Water Utilities 503020 |
| <b>Email:</b>                | mbender@bentonvillear.com |                           |                        |

### Item Type (Check all that apply)

|                                            |                                                       |                                                             |                                           |
|--------------------------------------------|-------------------------------------------------------|-------------------------------------------------------------|-------------------------------------------|
| <input type="checkbox"/> Informational     | <input type="checkbox"/> Bid Award                    | <input checked="" type="checkbox"/> Enter into an Agreement | <input type="checkbox"/> Change Order     |
| <input type="checkbox"/> Recognizing Funds | <input checked="" type="checkbox"/> Budget Adjustment | <input type="checkbox"/> Waiver of Bid                      | <input type="checkbox"/> Emergency Clause |
| <input type="checkbox"/> Ordinance         | <input checked="" type="checkbox"/> Resolution        | <input type="checkbox"/> Informational                      |                                           |

### Title, Recommendation & Justification

|                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|----------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Title:</b>                                            | Resolution for a Design Agreement for Utility Relocations with ARDOT Project Hwy 102 Widening                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Action Recommendation &amp; Justification:</b>        | Staff request the Mayor and City Clerk to enter into an agreement with Halff Engineering to perform the design services for the utility adjustments required for ARDOT Project 090646 (Hwy 102 Widening). The contract amount is \$828,569.65. A portion of the engineering fees will be reimbursed by ARDOT as determined by the reimbursement ratio. Halff Engineering was selected following the city's standard SOQ selection process. Utility Board Approved 3-0. A budget adjustment is needed.                 |
| <b>Additional Comments for Consideration (Optional):</b> | The City of Bentonville received notice from ARDOT in March to prepare utility adjustment plans associated with ARDOT project 090646– Hwy 102 improvements. This project affects several city water and sewer lines, requiring relocation along the highway corridor. A portion of this project will qualify for reimbursement, but the reimbursement ratio will not be determined until an adjustment plan has been prepared. The City will be required to front expenses until a reimbursement ratio is determined. |
| <b>Amount for Approval:</b>                              | \$ 828,569.65                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |

### Budget Impact

Is this Item Budgeted? ☐ YES ☒ NO ☐ ITEM HAS NO COST ☐ OTHER: \_\_\_\_\_

### Budget Adjustment (to be completed by Finance when applicable)

|                             |                             |               |         |
|-----------------------------|-----------------------------|---------------|---------|
| 503020-47320                | Improv Other - Water Improv | \$ 828,569.65 | \$      |
| Account Number (ORG-OBJECT) | Account Description         | Expense       | Revenue |
|                             |                             | \$            | \$      |
| Account Number (ORG-OBJECT) | Account Description         | Expense       | Revenue |
|                             |                             | \$            | \$      |
| Account Number (ORG-OBJECT) | Account Description         | Expense       | Revenue |
|                             |                             | \$            | \$      |
| Account Number (ORG-OBJECT) | Account Description         | Expense       | Revenue |

### Fund(s) Impacted

(check all that apply)

☐ General Fund ☒ Utility Fund ☐ Street Fund ☐ Other(s): \_\_\_\_\_

### Budget Impact Notes for Consideration (Optional):

A portion of this cost will be reimbursed. A PE agreement will be in place with ARDOT.

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

www.bentonvillear.com

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## PROFESSIONAL SERVICES AGREEMENT

PROJECT NAME: Professional Civil Engineering Services for the R090646 Highway 102 Utilities Relocation for City of Bentonville Water Utility Department (BWU) ("PROJECT")

THIS AGREEMENT ("AGREEMENT") is made in Benton County, Arkansas, by and between the City of Bentonville, Arkansas, hereinafter referred to as "CITY", and **Halff Associates**, hereinafter referred to as "PROFESSIONAL CONSULTANT" (collectively, the "PARTIES").

The PARTIES have caused this AGREEMENT to be effective this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ ("EFFECTIVE DATE").

### RECITALS:

- A. WHEREAS, the CITY has a need for professional civil engineering services for the construction of **public water and sewer facilities**; and
- B. WHEREAS, The CITY has selected the PROFESSIONAL CONSULTANT and negotiated this AGREEMENT in accordance with the City's Purchasing Policy; and
- C. WHEREAS, the CITY wishes to contract for Professional Services; and
- D. WHEREAS, The PROFESSIONAL CONSULTANT has the skill, experience, ability, background, certifications and knowledge to provide these services; and
- E. WHEREAS, The PROFESSIONAL CONSULTANT wishes to perform such professional services under this AGREEMENT with the CITY.

NOW, THEREFORE, in consideration of the terms in this AGREEMENT, the CITY and PROFESSIONAL CONSULTANT agree to the following:

## **ARTICLE I - PROJECT DESCRIPTION**

The PROJECT shall be as described in APPENDIX A, "Proposal and Scope of Work", attached hereto and incorporated herein by reference.

## **ARTICLE II - SCOPE OF SERVICE**

Upon issuance of a written Notice to Proceed by the CITY, PROFESSIONAL CONSULTANT agrees to provide the CITY the necessary professional services related to the PROJECT, as set forth in APPENDIX A, "Proposal and Scope of Work", attached hereto and incorporated herein by reference.

## **ARTICLE III - STANDARD OF CARE**

PROFESSIONAL CONSULTANT shall at all times material hereto adhere to the generally accepted standard of care typically exhibited by similarly situated professionals performing similar scope(s) of service on projects of like size, scope, nature, cost, schedule, and complexity, at the same time and in the same general regional locale ("Standard of Care").

## **ARTICLE IV - ADDITIONAL SERVICES**

- A. Any service outside of the work described herein or included by reference hereto must be pre-approved by the CITY and executed as an AMENDMENT to this AGREEMENT by the Parties prior to any such work being completed; any such AMENDMENT shall be in accordance with the CITY'S purchasing laws and guidelines and may require approval from the Bentonville City Council.
- B. PROFESSIONAL CONSULTANT shall make no claims for additional services or changes in the services until an AMENDMENT has been fully executed by the Parties.

## **ARTICLE V - SCHEDULE OF FEES, SERVICES AND PAYMENT**

- A. The term of this AGREEMENT shall commence on the EFFECTIVE DATE and shall proceed in accordance with APPENDIX A, "Proposal and Scope of Work", attached hereto and incorporated herein by reference.
- B. The cost of this AGREEMENT shall be in accordance with APPENDIX A, more specifically according to the "Fee Schedule Summary" Table.
- C. The cost of this AGREEMENT shall not exceed **\$828,569.65** without approval by the Bentonville Utility Board and Bentonville City Council.
- D. CITY agrees to pay PROFESSIONAL CONSULTANT for all services authorized by inclusion in this AGREEMENT which have been properly performed by PROFESSIONAL CONSULTANT in accordance with this AGREEMENT and approved by CITY.
- E. All fees paid to PROFESSIONAL CONSULTANT shall be based on invoices submitted by PROFESSIONAL CONSULTANT for work performed under this AGREEMENT, less any previous payments. PROFESSIONAL CONSULTANT shall submit invoices for services related to this AGREEMENT on a monthly basis.

- F. CITY reserves the right to delay, without penalty, any partial payment when, in the opinion of the CITY, PROFESSIONAL CONSULTANT has not made satisfactory progress on the Project based on the SCOPE. If CITY objects to any portion of an invoice, the CITY shall notify PROFESSIONAL CONSULTANT and shall pay all other portions of the invoice which are not in dispute. In the event of dispute, CITY and PROFESSIONAL CONSULTANT shall immediately make every effort to settle the disputed portion of the invoice.
- G. In the event that the CITY becomes credibly informed that any representations of PROFESSIONAL CONSULTANT provided in its invoicing are wholly or partially inaccurate, CITY may withhold payment of sums then, or in the future, otherwise due to PROFESSIONAL CONSULTANT until the inaccuracy and the cause thereof is corrected to the CITY's reasonable satisfaction.
- H. If the CITY fails to make any payment, not in dispute, due to PROFESSIONAL CONSULTANT within thirty (30) days after receipt of an invoice, then the amount due to the PROFESSIONAL CONSULTANT will increase at the lesser of one percent (1 %) per month or the maximum amount allowed by law after the 30th day. In addition, PROFESSIONAL CONSULTANT may, after giving seven (7) days' written notice to CITY, suspend its services and any deliverables until PROFESSIONAL CONSULTANT has been paid in full for all amounts outstanding more than thirty (30) days.

#### **ARTICLE VI - INSURANCE**

- A. PROFESSIONAL CONSULTANT shall during the term hereof maintain in full force and effect the following insurance:
  - 1. A comprehensive general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the PROFESSIONAL CONSULTANT's performance of services pursuant to this AGREEMENT with a combined single limit of not less than \$1,000,000.00 per occurrence and \$2,000,000 in the aggregate for injury to persons (including death), and for property damage;
  - 2. A policy of automobile liability insurance covering any vehicles owned and/or operated by PROFESSIONAL CONSULTANT, its officers, agents, and employees, and used in the performance of this AGREEMENT with policy limits of not less than \$1,000,000.00 combined single limit and aggregate for bodily injury and property damage;
  - 3. Statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of PROFESSIONAL CONSULTANT's employees involved in the provision of services under this AGREEMENT with policy limit of not less than \$1,000,000.00; and
  - 4. Professional Liability/Errors and Omissions coverage covering negligent acts, errors and omissions in the performance of professional services with policy limit of not less than \$1,000,000.00.
- B. All insurance and certificate(s) of insurance shall contain the following provisions:
  - 1. Include CITY as additional insured as to all applicable coverage with the exception of Workers Compensation Insurance and Professional Liability/Errors and Omissions coverage; and
  - 2. Provide for at least thirty (30) days prior written notice to CITY for cancellation or non-renewal of the insurance;
  - 3. Provide for a waiver of subrogation against CITY for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance, except for Professional Liability/Errors and Omissions coverage.

- C. PROFESSIONAL CONSULTANT shall provide 30 day written notice to CITY of any material change of or to the insurance required herein.
- D. All insurance companies providing the required insurance shall be authorized to transact business in Arkansas and rated at least "A" by AM Best or other equivalent rating service. A certificate of insurance evidencing the required insurance and all endorsements required by this Agreement shall be submitted prior to commencement of services.
- E. In the event that additional or greater insurance requirements are warranted, these requirements shall be included as an Appendix, which will be attached hereto and incorporated by reference.

#### **ARTICLE VII - RIGHT OF ACCESS**

- A. CITY will obtain and/or furnish right-of-access for PROFESSIONAL CONSULTANT to perform any required studies, surveys, tests or other necessary investigations in relation to the PROJECT.
- B. PROFESSIONAL CONSULTANT will take reasonable precautions to minimize damage to the personal or real property in the performance of such surveys, tests, studies and investigations.
- C. CITY recognizes that PROFESSIONAL CONSULTANT's operations and use of equipment may unavoidably alter existing conditions or affect the environment at the PROJECT site. The cost of repairing such damage shall be the responsibility of PROFESSIONAL CONSULTANT, at no additional cost to the CITY. In the event that PROFESSIONAL CONSULTANT fails to correct such damages, CITY is entitled to utilize CITY forces or other labor to repair the damage; any costs incurred by CITY for such work shall be deducted from the monies due to PROFESSIONAL CONSULTANT.

#### **ARTICLE VIII - RECORDS AND RETENTION**

- A. All surveys, studies, proposals, applications, drawings, plans, specifications and other documents, including those in electronic form, prepared by PROFESSIONAL CONSULTANT and its PROFESSIONAL CONSULTANTS, subcontractors, agents, representatives, and/or employees in connection with this AGREEMENT ("PROJECT DOCUMENTS") are intended for the use and benefit of CITY. PROFESSIONAL CONSULTANT and its PROFESSIONAL CONSULTANTS, subcontractors, agents, representatives, and/or employees shall be deemed the authors of their respective part of the PROJECT DOCUMENTS. Notwithstanding anything to the contrary, CITY shall own, have, and retain all rights, title and interest in and to all PROJECT DOCUMENTS, whether in draft form or final form, which are produced at CITY's request or otherwise produced from PROFESSIONAL CONSULTANT's performance of the work described herein for CITY. The CITY's ownership of PROJECT DOCUMENTS shall not apply to PROFESSIONAL CONSULTANT's proprietary standard details that were developed by the PROFESSIONAL CONSULTANT prior to the commencement of this PROJECT.
- B. CITY shall have full authority to reuse, reproduce, publish, disclose and distribute PROJECT DOCUMENTS, as needed, according to Arkansas State Law.
- C. PROFESSIONAL CONSULTANT shall, upon completion of the services and full payment for the PROFESSIONAL CONSULTANT'S services by the CITY, or earlier termination and appropriate compensation as provided by this AGREEMENT, provide the CITY with all PROJECT DOCUMENTS prepared by PROFESSIONAL CONSULTANT pursuant to this AGREEMENT in formats requested by the CITY.

- D. All instruments of service (including plans, specifications, drawings, reports, designs, computations, computer programs, estimates, surveys, other data or work items, etc.) prepared under this AGREEMENT shall be submitted for approval to the CITY. All instruments of service shall be professionally sealed in accordance to applicable laws or at CITY's request.
- E. Acceptance and approval of the PROJECT DOCUMENTS by the CITY shall not constitute nor be deemed a release of the responsibility and liability of PROFESSIONAL CONSULTANT, its employees, associates, agents and PROFESSIONAL CONSULTANT's for the accuracy or competency of their designs, working drawings and specifications, or other documents and work; nor shall such approval be deemed to be an assumption of such responsibility by the CITY for any defect in the designs, working drawings and specifications, or other documents prepared by PROFESSIONAL CONSULTANT, its employees, contractor, agents and PROFESSIONAL CONSULTANT's.
- F. PROFESSIONAL CONSULTANT will retain the PROJECT DOCUMENTS for a period of three years following project completion. During this three year period, any requests for document recovery and reproduction will be assessed a fee in accordance with PROFESSIONAL CONSULTANT's FEES.

#### **ARTICLE IX - SAFETY**

- A. CITY agrees to inform PROFESSIONAL CONSULTANT of any applicable site safety procedures and regulations known to CITY as well as any special safety concerns or dangerous conditions at the site of which the CITY is aware, which PROFESSIONAL CONSULTANT shall communicate to its employees. PROFESSIONAL CONSULTANT and its employees shall adhere to such procedures and regulations once notice has been given by the CITY.
- B. Unless specifically provided in the SCOPE, PROFESSIONAL CONSULTANT shall not have any responsibility for overall job safety at the site. If in the PROFESSIONAL CONSULTANT's opinion, its field personnel are unable to access required locations or perform required services in conformance with applicable safety standards, PROFESSIONAL CONSULTANT may immediately suspend performance until such safety standards can be attained.
- C. PROFESSIONAL CONSULTANT agrees to indemnify and hold harmless the CITY for any safety conditions that may arise out of PROFESSIONAL CONSULTANT's performance of this AGREEMENT.

#### **ARTICLE X - TERMINATION**

- A. CITY may suspend or terminate this AGREEMENT for cause or without cause at any time by giving written notice to PROFESSIONAL CONSULTANT. In the event suspension or termination is without cause, payment to PROFESSIONAL CONSULTANT, in accordance with the terms of this AGREEMENT, will be made on the basis of services reasonably determined by the CITY to be satisfactorily performed to the date of suspension or termination. Such payment will be due upon delivery of all instruments of service to CITY.
- B. Should the CITY require a modification of this AGREEMENT with the PROFESSIONAL CONSULTANT, and in the event the CITY and PROFESSIONAL CONSULTANT fail to agree upon a modification to this AGREEMENT, the CITY shall have the option of terminating this AGREEMENT and the PROFESSIONAL CONSULTANT's services hereunder at no additional cost other than the payment to PROFESSIONAL CONSULTANT, in accordance with the terms of this AGREEMENT, for the services reasonably determined by the CITY to be properly performed by PROFESSIONAL CONSULTANT prior to such termination date.

- C. If, for whatever reason adequate funding is not made available by CITY to support or justify continuation of the level of services to be provided by PROFESSIONAL CONSULTANT under this AGREEMENT, CITY may terminate or reduce the amount of services to be provided by PROFESSIONAL CONSULTANT under this AGREEMENT. In such event, CITY will notify PROFESSIONAL CONSULTANT in writing at least thirty (30) days in advance of such termination or reduction of services for lack of funds.
- D. In no event shall the CITY pay to PROFESSIONAL CONSULTANT fees for termination outside of payment for services reasonably determined by the City to be properly performed prior to termination.

#### **ARTICLE XI - INDEMNIFICATION**

- A. For purposes of this AGREEMENT, PROFESSIONAL CONSULTANT agrees to indemnify, hold harmless the CITY, its officers and employees from any loss, damage, liability or expense, of any nature whatsoever to the extent caused by the negligence, willful misconduct, or other actionable fault of PROFESSIONAL CONSULTANT, its affiliates, subsidiaries, employees, agents, assignees, and subcontractors and their respective employees and agents. PROFESSIONAL CONSULTANT is not required hereunder to defend the CITY, its officers, appointees, employees, or agents from assertions that they were negligent, nor to indemnify and hold them harmless from liability based on the CITY's negligence
- B. Nothing contained herein shall waive any governmental immunity CITY may be entitled to by law.
- C. This provision shall survive the termination of this AGREEMENT.

#### **ARTICLE XII - CONTINGENCY CLAUSE**

- A. NOT USED

#### **ARTICLE XIII - RELATIONSHIP OF THE PARTIES**

It is understood and agreed by and between the parties that the PROFESSIONAL CONSULTANT, in satisfying the conditions of this AGREEMENT, is acting independently, and that the CITY assumes no responsibility or liabilities to any third party in connection with PROFESSIONAL CONSULTANT's actions. All services to be performed by the PROFESSIONAL CONSULTANT pursuant to this AGREEMENT shall be in the capacity of an Independent Contractor, and not as an agent or employee of CITY. The PROFESSIONAL CONSULTANT shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this AGREEMENT. There is no intended third party beneficiary to the AGREEMENT and nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

#### **ARTICLE XIV - DISPUTE RESOLUTION**

- A. CITY and PROFESSIONAL CONSULTANT agree that disputes relative to the services will first be addressed by negotiations between the Parties. If direct negotiations fail to resolve the dispute, the Party initiating the claim that is the basis for dispute may take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute, PROFESSIONAL CONSULTANT will proceed with the services as per this AGREEMENT as if no dispute existed, and CITY will continue to make payment for PROFESSIONAL CONSULTANT's completed services; and provided further that no dispute will be submitted to arbitration without both Parties' express written consent.

#### **ARTICLE XV - OPINIONS OF PROBABLE COST**

- A. Since the PROFESSIONAL CONSULTANT has no control over the cost of labor, materials, equipment or services furnished by others, or over methods of determining prices, or over competitive bidding or market conditions, the PROFESSIONAL CONSULTANT's estimates of PROJECT costs and construction costs provided for herein are to be made on the basis of the PROFESSIONAL CONSULTANT's experience and qualifications and represent the PROFESSIONAL CONSULTANT's judgement in accordance with the "Standard of Care". The PROFESSIONAL CONSULTANT cannot and does not guarantee that proposals, bids or actual PROJECT or construction costs will not vary from estimates prepared by the PROFESSIONAL CONSULTANT.
- B. The CITY understands that the construction cost estimates developed by the PROFESSIONAL CONSULTANT do not establish a limit for construction contract amount. If the actual amount of the low construction bid exceeds the construction budget established by the CITY, the PROFESSIONAL CONSULTANT will not be required to re-design the PROJECT or any part thereof without additional compensation.

#### **ARTICLE XVI - APPLICABLE LAWS**

PROFESSIONAL CONSULTANT shall comply with all Federal, State, Local laws, ordinances, resolutions, specifications, regulations and all other laws or regulations relating or applicable to service to be performed under this AGREEMENT. Interpretation of this AGREEMENT and disputes arising out of or related to this AGREEMENT will be subject to and governed by the laws of the State of Arkansas. Jurisdiction and venue for any suit arising out of or related to this AGREEMENT will be in the District Court of Benton County, Arkansas.

#### **ARTICLE XVII - PRECEDENCE**

This AGREEMENT shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or any other like document regarding the PROJECT or PROFESSIONAL CONSULTANT's services.

#### **ARTICLE XVIII - SEVERABILITY**

- A. In the event that one or more provisions contained herein shall, for any reason, be deemed invalid, illegal, void or unenforceable, in whole or in part, the remaining provisions hereof shall remain in full force and effect.
- B. In the event that any provision hereof is in conflict with any statutory provision of the State of Arkansas, said provision, which may be in conflict therewith, shall be deemed inoperative, null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provisions; provided, however, that the remaining provisions of this AGREEMENT will be unaffected and will continue to be valid and enforceable.

#### **ARTICLE XIX - SURVIVAL OF OBLIGATIONS**

The obligations of the Parties contained in this AGREEMENT, which by their nature survive after the term of the AGREEMENT, shall survive the termination or expiration of this AGREEMENT and continue indefinitely or as otherwise provided by this AGREEMENT.

PROFESSIONAL SERVICE AGREEMENT, CITY OF BENTONVILLE, ARKANSAS



## **ARTICLE XX – ENTIRE AGREEMENT**

This AGREEMENT, including all documents and Appendices included by reference herein, constitutes the entire agreement between the PARTIES and supersedes all prior agreements, whether oral or written, covering the same subject matter. This AGREEMENT may not be modified or amended except in writing, mutually agreed upon and accepted by both PARTIES to this AGREEMENT.

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The cost of this AGREEMENT including all reimbursable expenses as described in the FEES AND SCHEDULE, shall not exceed eight hundred twenty-eight thousand five hundred sixty-nine dollars and sixty-five cents (\$828,569.65), unless otherwise approved by the CITY through an official AMENDMENT agreed and executed by CITY and PROFESSIONAL CONSULTANT.

IN WITNESS THEREOF, the CITY and PROFESSIONAL CONSULTANT have executed this AGREEMENT, the EFFECTIVE DATE of which is indicated on page 1 of this AGREEMENT.

|                            |                                                                                    |
|----------------------------|------------------------------------------------------------------------------------|
| <u>CITY OF BENTONVILLE</u> | <u>Haft Associates, Inc</u>                                                        |
| CITY                       | PROFESSIONAL CONSULTANT                                                            |
| <u>BY</u>                  |  |
| <u>MAYOR</u>               | <u>VP/Operations Manager</u>                                                       |
| TITLE                      | TITLE                                                                              |
| <u>DATE SIGNED</u>         | <u>8-20-2024</u>                                                                   |
|                            | DATE SIGNED                                                                        |

## APPENDIX A

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### PROPOSAL AND SCOPE OF WORK

## PROJECT DESCRIPTION

The Arkansas Department of Transportation (ARDOT) is developing improvement plans to widen State Highway 102, also known as SW 14<sup>th</sup> Street, from Interstate 49 westerly thru J Street, in Bentonville, AR. Bentonville Water Utilities (BWU) owns, operates, and maintains several water and sewer utility lines along the Highway 102 corridor, which conflict with the planned improvements and require relocation. A portion of these utility lines are understood to have originally been installed in utility easements or City Right of Way, outside of ARDOT rights-of-way, and therefore may have “prior rights”, which qualify for reimbursement by ARDOT for the design and relocation costs incurred by BWU.

The existing water and sewer utility lines proposed to be relocated make up the “Project”, as indicated on **Exhibit 1**, and approximated to consists of:

- 14,000+ LF of 2” thru 12” Potable Waterline,
- 4,000+ LF of 2” thru 12” Sanitary Sewer line,
- 25+ Sanitary Sewer Manholes.

The Project will include the conventional design-bid-build delivery method. Additional Services listed in **Appendix A – Proposal and Scope of Work for Design Phase Services** and Construction Phase Services listed in **Appendix B – Proposal and Scope of Work for Construction Phase Services** and are all excluded from our scope and fee, however, can be added with an amendment to the contract.

**Appendix A** is organized into three (3) sections as follows:

1. **Scope:** Including all “Basic” services performed by Halff and required for the project, as well as “Special Services” performed by Halff or subconsultants to Halff, along with the associated “deliverables” of each service. Additional Services and BWU Responsibilities are also listed in this section.
2. **Schedule:** Including all Basic and Special services as described herein.
3. **Fee:** Including all Basic and Special services and presented as an “hourly, not to exceed” fee amount, with the associated hourly rate schedule. Sub-Consultant invoices will be billed to BWU with no markup.

This proposal and scope of work complies with the guidelines for reimbursement as outlined in ARDOT’s Utility Accommodation Policy dated November 16, 2010, and will include verifying compliance with the Buy American Policy. The detailed Proposal and Scope of Work is as follows:

## SCOPE OF WORK

Basic Services for the Project include:

1. **Project Management** – Project management tasks shall be performed for the duration of the project and shall include the following tasks:
  - a. Conduct, or attend, the following project meetings:
    - i. Attend up to twelve (12) monthly coordination meetings with BWU.
    - ii. Attend up eight (8) meetings with Halff's sub-consultants.
    - iii. Attend up six (6) meetings with other utility providers for coordination.
    - iv. Attend up four (4) workshops with BWU for review of deliverables.
    - v. Attend up to four (4) City of Bentonville meetings associated with other departments review.
  - b. Coordinate Proposed Utility Alignment with BWU, ARDOT, Wal-Mart Home Office (WHO), Black Hills Energy (BHE), and other utilities identified within the limits of this project.
  - c. Prepare and maintain a project schedule.
  - d. Prepare and submit monthly progress reports along with monthly invoices to include project status, recent activities, upcoming activities, action items log, decisions made log, budget updates, schedule updates, and scope changes.
  - e. Prepare and submit a bi-weekly project sheet that shows an overview of the proposed project and a summary of the status of the overall project for BWUs use to keep the public informed.
  - f. Prepare and maintain project records including, but not limited to, correspondence and documentation of contacts with property owners.
  - g. Reimbursement tracking, including receipts (Postage, fuel, lodges, and meals associated with lodging).
  - h. Coordination and administration of subcontracts, as required.
    - i. Subcontract fees will be invoiced to BWU with no markup.
  - i. Project Management Deliverables to include the following:
    - i. Agendas and minutes for all meetings.
    - ii. Project Sheet, bi-weekly.
    - iii. Invoices, project schedule, and project reports, monthly.
  - j. All project deliverables will be delivered electronically.
2. **Alignment Study Phase** – The first primary design-related task shall be to perform an Alignment Study for the project, which shall consist of the following tasks:
  - a. Perform an initial site visit and conduct a visual survey of the proposed project.

- b. Conduct a project kick-off meeting, with BWU, to begin identifying and documenting the project design criteria. Develop a preliminary list of likely required permits.
  - c. Identify and map all existing water and sewer utility facilities within the limits of the project and locate their position within Rights-Of-Ways and easements.
    - i. BWU shall provide all available recorded documentation of the existing utility easements within the project limits.
  - d. Determine what portion of existing facilities qualifies for reimbursement by ARDOT.
  - e. Identify any areas that will no longer require utility service after the project's completion.
  - f. Select a preliminary alignment for the new water and sewer facilities to replace those proposed to be abandoned and/or removed and disposed by the project.
  - g. Identify any environmental reviews required to be coordinated by Halff.
    - i. Halff anticipates a Nationwide Permit. This does not include any environmental investigation efforts. See Additional Services/Exclusions below.
  - h. Determine permitting requirements to be addressed by Halff.
  - i. Conduct a workshop with BWU staff, to define the details of the new facilities, such as:
    - i. Proposed utility relocation alignment.
    - ii. Define easement requirements for the new utility relocations.
    - iii. Pipe material and pressure rating, connection points, fire hydrant location, and methods, phasing requirements, and any other issues defined in this Alignment Study.
  - j. Develop an Opinion of Probable Project Cost (OPPC), including costs for construction, engineering, governmental agency review/ permitting, and land costs associated with easement acquisitions. The OPPC, including all revisions, will exclude contingencies. A breakdown of estimated ARDOT reimbursables will be provided within this OPPC.
  - k. Deliverables to include a Design Memo and Preliminary Sketch of water and sewer plans, documenting these findings.
  - l. All deliverables will be delivered electronically.
3. **Design Phase** – Following completion and BWU’s acceptance of the Alignment Study, the Design Phase of the project will commence, which shall include the following tasks:

Please note that Special Service tasks are listed within the Design Phase to specify when these services shall take place, however Special Services will be billed under its specific task.

- a. Preliminary Design Plan Set (thru 60%):
  - i. Conduct “Special Services”, as required (see below for detailed description of these “Special Services”):
    - 1. Perform a Topographic survey of project.
    - 2. Perform a Boundary Survey of project.
    - 3. Perform Subsurface Utility Engineering (SUE).
    - 4. Conduct Geotechnical investigations.
  - ii. Prepare Preliminary design drawings for review, to include:
    - 1. Design plans shall be created on 24”x36” sheets.
    - 2. Plan and profile view layout of the proposed and sewer facilities.
    - 3. Plan and profile view layout of the proposed water facilities.
    - 4. Proposed connection points and associated details.
    - 5. Plan and layout for a replacement meter vault located at P St, if required.
    - 6. Plan for phasing requirements to reduce any utility services downtime associated with the utility relocations.
  - iii. Prepare Table of Technical Specifications for items not covered in BWU or Bentonville Street specifications, if any.
  - iv. Conduct a field review to coordinate design with any altered field conditions.
  - v. Attend a coordination meeting with other consultants and utility providers, see Project Management.
  - vi. Submit 60% plan set to BWU for internal review and approval.
  - vii. Conduct a review meeting with the BWU staff to review the 60% plan set comments.
  - viii. After BWU has reviewed and approved the 60% plan set, Submit the 60% plan set as a Public Infrastructure Improvement Plan (PIIP) to the City’s eTrakit portal for the City’s review and approval, as well as to other state agencies.
  - ix. Update the OPPC.
  - x. Deliverables shall include:
    - 1. Preliminary Design drawings and draft table of specifications.
    - 2. Updated OPPC, to include an opinion of costs eligible for reimbursement by ARDOT.
  - xi. All deliverables will be delivered electronically.
- b. Final Design Plan Set (thru 100%):
  - i. Conduct “Special Services”, as required (see below for detailed description of these “Special Services”):
    - 1. Conduct Easement Preparation.



- 2. Perform Easement Acquisition services.
- ii. Prepare SWPPP/SWQ plans.
  - 1. Prepare Stormwater Pollution Prevention Plan for limits of disturbance reflected at completion of 60% plan set.
  - 2. Assist the City with submission to ADEQ's SEEK portal to submit for and obtain the Notice of Coverage.
  - 3. Deliverables will include a prepared SWPPP for the City's signature.
- iii. Prepare Detailed design drawings for review, to include:
  - 1. Construction details, in addition to BWU standard details.
- iv. Conduct a field review to coordinate design with any altered field conditions.
- v. Update the OPPC
- vi. Prepare final project manual to include technical specifications, special conditions, front end contract documentation, geotechnical boring logs.
- vii. Obtain regulatory approvals and permitting of the project plans and specifications, to include:
  - 1. BWU final approval and authorization.
  - 2. City of Bentonville's PIIP Approval.
  - 3. City of Bentonville's Floodplain Development Permit
  - 4. ARDOT approval and concurrence.
  - 5. Arkansas Department of Health.
  - 6. ADEQ Stormwater, STAA, SWPPP
  - 7. USACE Nationwide 58 Permit – Pre-Construction Notification (PCN), as required.
- viii. Deliverables shall include:
  - 1. Detailed Final Design Drawings.
  - 2. Final Project Manual.
  - 3. Updated OPPC.
  - 4. Applicable Permits.
- ix. All deliverables will be delivered electronically.
- c. Bid Phase Services:
  - i. Compile the project Construction Bid Documents, to include:
    - 1. Approved Plan Set.
    - 2. Coordinate with City of Bentonville's Purchasing Department to prepare the "front end" Bid documents, based on BWU standard documents, including bidder's proposal form.
    - 3. Assemble the Standard Material and Construction specifications published by the City of Bentonville.
    - 4. Create any additionally required "Technical Specifications".

- ii. Prepare response to questions from bidders, as required.
- iii. Prepare Addenda and provide to BWU for posting, as necessary.
- iv. Assist BWU in the opening, tabulating, and analyzing the bids received.
- v. Deliverables shall include:
  - 1. Electronic copies of Plans and Bid Documents.
  - 2. Responses to bidder's questions
  - 3. Addenda
  - 4. Tabulation of Bids
- vi. All deliverables will be delivered electronically.

**Special Services** for of the Project include:

1. Topographic survey:

- a. Halff Survey Department will coordinate with One-Call to horizontally locate all existing utilities within the identified 104 parcels along the HWY 102 corridor North of R/W +/- 50' x 6000', South of R/W +/- 50' x 6000', and +/-200' North and South of intersecting roads, approximately 15 roads. Utility location and mapping is for horizontal location of above ground and underground utilities only. One-Call Utility heights and/or depths will not be obtained or indicated on the topographic survey (unless provided by SUE). The survey of utilities will be based on tracing and marking by One-Call.
- b. Halff Survey Department will provide Topographic information consisting of 1' contours derived from a digital terrain model and shown in accordance with the National Mapping Standards. Spot elevation at requested areas, Tops of Storm and Sewer Manholes with Invert elevations, size, material, and direction of pipes. The location of utilities by One-Call, trees of 6" breast height diameter or greater (Coniferous or Deciduous), landscape, drives, fences, outlines of existing buildings, finish floor elevation, and location of tie for sewer and water into existing building (if visible or marked by One-Call).
- c. Halff Survey Department will notify owners with certified letters before performing survey field work.
- d. Halff Survey Department deliverable will consist of a DWG base drawing of the Topographic information collected, in the AHTD Survey Coordinate system of North Zone Projected to Ground US Survey Foot (Horizontal Datum NAD83 & Vertical Datum NAVD88)
- e. Base Survey will not meet "Arkansas Minimum Standards for Property Surveys and Plats". (this pertains to a signed seal survey printed in a Paper/PDF format)
- f. Limits of area to be included in the scope of "Topographic Survey" are shown in ***Exhibit I***. If relocation efforts are extended beyond the identified limits, an amendment to the contract will be required.

- g. All work will be supervised under a licensed Arkansas Surveyor's direct supervision.
- h. **By signing this contract, the client understands and acknowledges that utility mapping is not exact, and it is possible that not all utility lines will be located. Halff is not responsible for miss-marked or unmarked utilities.**

2. Boundary Survey

- a. Halff's Survey Department will survey up to 104 tracts of land, parcels based on the research provided by the Title Company. Crew will locate pertinent monuments to determine the property lines and right-of-way according to the provided deeds, surveys, and recoded plats.
- b. Boundary disputes will not be resolved if discovered during the fieldwork, calculation, and/or plotting of deeds. Halff will best fit property lines to continue with BWU project. If such disputes are discovered, pertaining to easements or location of existing water or sewer lines, it will be brought to BWU attention, and an amendment may be required.
- c. No missing monuments will be set for the +/- 104 parcels.
- d. Limits of area to be included in the scope of "Boundary Survey" are shown in ***Exhibit I***. If relocation efforts are extended beyond the identified limits, and/or a property is split or combined after the initial "Boundary Survey" effort and additional field work is necessary, an amendment to the contract will be required.
- e. Halff's Survey Department deliverable will consist of a DWG base drawing of the Boundary Survey performed, in the AHTD Survey Coordinate system of North Zone Projected to Ground (US Survey Foot) (Horizontal Datum NAD83 & Vertical Datum NAVD88)
- f. Base Survey will not meet "Arkansas Minimum Standards for Property Surveys and Plats". (this pertains to a signed seal survey printed in a Paper/PDF format)
- g. All work will be supervised under a licensed Arkansas Surveyor's direct supervision.

3. Subsurface Utility Engineering (SUE), to be conducted by sub-contractor, to include:

- a. Mobilize a vacuum truck at critical utility crossings, identified during the alignment study, to excavate or "pothole" to a maximum of 12 feet, in up to twenty-two (22) locations. If additional potholes are necessary, an amendment to the contract will be required.
- b. Mobilize Halff's survey field crew to gather elevations, diameter, and material type of exposed utilities.
- c. Deliverable shall include an updated topographic survey with the findings listed above.

4. Geotechnical Engineering investigation, to be conducted by sub-contractor, to include:
  - a. Drilling up to ten (10) exploratory borings, 10 to 20-ft depth or auger refusal, whichever is less, at identified road bore locations. If additional borings are necessary, an amendment to the contract will be required.
  - b. Conduct one (1) site visit to mark proposed boring locations and coordinate access.
  - c. Perform laboratory testing to evaluate pertinent physical properties and engineering characteristics of the subgrade strata.
  - d. Deliverable shall consist of an engineering report with boring locations, boring logs, laboratory test results, and recommendations for construction consideration.
  
5. Easement Preparation
  - a. Abstracting and Title search
  - b. Halff's Survey Department will contract with a Title Company to research and provide up to 104 parcels along the HWY 102 corridor. Halff will request research past the 30-year typical search of records to pater. Title Company will provide easements, subject property deeds, plats known of record, listed tax parcel number, known tax entity, and the existing owner with the mailing address. If additional parcels are determined, an amendment to the contract will be required.
  - c. Halff's Survey Department will notify Right of Entry for up to 104 parcel owner/tax person one time by certified mail based on the Title Company research before entering any property for One-Call, topographic, or boundary portion.
  - d. Halff's Survey Department will plot up to 104 parcels of the provided plats, subject property deeds, and easements of record provided by the Title Company.
  - e. Limits of area to be included in the scope of "Abstracting and Title search are shown in **Exhibit I**. If relocation efforts are extended beyond the identified limits, an amendment to the contract will be required.
  - f. Document Preparation will include:
    - i. Halff's Survey Department will provide a location of existing easements, based on information provided by the Title Company, for reimbursement for the relocation of the water and/or sewer line within the area up to 104 parcels of land along the HWY 102 corridor.
    - ii. Halff's Survey Department will provide up to 75 Utility Easement Exhibits, based on the determined water and sewer realignments.
    - iii. Exhibits will reflect permanent and/or temporary easement limits.
    - iv. Halff's Survey Department will provide up to 75 Utility Easement Descriptions, based on the Utility Easement Exhibits described above.

- v. Halff's Survey Department will not mark or set temporary or permanent monuments along the proposed easement area.
- vi. Limits of area to be included in the scope of "Document Preparation" are shown on the attached *Exhibit I*. If relocation efforts are extended beyond the identified limits, an amendment may be required.
- vii. All work will be supervised under a licensed Arkansas Surveyor's direct supervision.
- viii. All required new easement dedication exhibits will be prepared individually and be stamped by a licensed Arkansas Surveyor. Easements will not be dedicated or acquired as part of an easement plat or comprehensive dedication document to be carried through the city platting process.
- ix. Utility easement documents will be per Bentonville Standard Dedication form.
- g. Record executed easements, as agreements are made, and provided to BWU the filed copy for their records.

## 6. Acquisitions Services

- a. Initial Appraisal/Valuation Services
  - i. Review BWU's easements and construction plans.
  - ii. Perform field inspection of the proposed project and collect limited market information in order to determine estimated land and improvements value.
  - iii. Conduct appraisal of up to 75 properties.
    - 1. The appraiser/valuator will contact property owners and conduct property owner's inspections.
      - a. This includes inviting the property owners, preferably in writing, to accompany the appraiser/valuator during the appraiser's/valuator's inspection of the property and maintain record of contact in file.
  - iv. Determine need for specialty report and advise BWU of the recommendation.
    - 1. BWU will determine extent of report needed and most efficient and cost-effective method of preparation.
  - v. Prepare written notification to BWU of any environmental concerns associated with the acquisition that could require environmental remediation.
  - vi. Appraisal/Valuation Updates includes:
    - 1. Revise, update, or obtain new appraisals/valuations, up to 10 properties.

## b. Negotiation Services &amp; Waiver Valuation Services

- i. Prepare and provide Waiver Valuation Reports, if needed, to BWU for administrative review and approval.
- ii. Upon completion of easement appraisals, submit to BWU for approval and concurrence of any reimbursable portion of costs prior to beginning easement negotiations.
- iii. Prepare the appropriate acquisition documents and assemble tract packets for up to 75 properties, in accordance with BWU requirements.
- iv. Prepare an offer letter for signature by the appropriate BWU official or as designated, stating the summary of the basis for the total amount offered.
- v. 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.
- vi. Maintain a project log indicating, at a minimum, the dates of the following:
  1. Waiver valuation or appraisal approved, initiation of negotiations, contract signed and recommendations for condemnation.
- vii. Maintain detailed records of all information pertinent to the job:
  1. Ownership addresses, encumbrances, dated and signed negotiator notes, offer letters and contracts.
  2. Negotiator notes should include a record of each contact, offers and counteroffers, property owner requests, opinions, proposed solutions, and recommendations for condemnation.
- viii. Notify BWU if a property owner requests an appraisal in lieu of the waiver valuation presented.
- ix. Collect supporting documents from the property owner necessary to complete the transaction including but not limited to trusts, corporate resolutions, partnership agreements, et al.
- x. As negotiations are completed, review tract packets for completeness, prepare acceptance letters for BWU's execution and distribute tract packets for further handling.
- xi. Submit proposed changes in right of way easements or construction design features arising through negotiations to BWU.
- xii. Submit counteroffers from property owners to BWU with recommendations for acceptance or rejection.
- xiii. Recommend tracts for condemnation to BWU when negotiations prove to no longer be beneficial or when the property owner states they wish to discontinue negotiations.

- xiv. Execute Rights of Entry Agreements with property owners as directed by BWU.
- xv. Upon completion of easement negotiations, submit to BWU for approval and concurrence of any reimbursable portion of costs prior to executing any easement documents.
- xvi. Prepare proper instruments of conveyance and releases upon determination of title status.
- xvii. Deliver BWU warrants on negotiated settlements after obtaining proper execution of instruments of conveyance and satisfaction of liens, if needed.
- xviii. Record conveyance documents in appropriate county offices or through title company.

**Additional Services** for of the Project, which are excluded from our scope:

- 1. Corrosion Engineering/Testing
- 2. Hydraulic Modeling/Surge Analysis
- 3. Environmental Reviews
- 4. Environmental Site Assessments (ESAs)
- 5. Draft Jurisdictional Determination (DJD) report (wetlands)
- 6. Historical and Archeological study
- 7. Threatened and Endangered Habitat Screening
- 8. Survey Field Layout/Staking
- 9. Revisions to the Plan Set and/or Specifications due to causes not within Halff's control.
- 10. Traffic Control Plans
- 11. Grayed back text within scope (Easement preparation and acquisition services)
- 12. Right of Way – Title Curative
- 13. Right of Way – Relocation Assistance Services
- 14. Right of Way – Property Management Services
- 15. Right of Way – Condemnation Support Services
- 16. Appraisers Support in legal disputes.
- 17. Appraisals/Valuations exceeding 75 properties.
- 18. Appraisal/Valuation updates exceeding 10 properties.
- 19. Preparation of Specialty Report to support appraisal efforts.
- 20. Services required to resolve bid protests or to rebid the project.
- 21. Assisting BWU or the City of Bentonville with any legal disputes
- 22. Construction Phase Services
  - a. See Appendix B for a proposed Construction Phase Scope of Work – If requested by the City, a Proposal for Construction Phase Services will be added to Halff's contract by amendment.



**BWU Responsibilities** shall include providing the following project information for Halff's use:

1. All available recorded documentation of the existing utility easements within the project limits.
2. All available record drawings/as-builts within the project corridor.
3. Design information and/or scenario analyses results derived from existing BWU hydraulic model(s).
4. Obtaining Signatures, as needed, from City personnel for submittals and permitting.
5. Provide all necessary forms, templates and other documents needed for the proposed acquisitions and the BWU's funding and closing.
6. Provide Halff with BWU processes including but not limited to Board/Council Resolutions or other internal actions necessary for acquisition, condemnation or other requirements to complete the acquisition and related processes.
7. Provide timely reviews and approval of submissions and responses to questions pertaining to the project and design.

## **SCHEDULE**

1. See Exhibit II

If Halff's services are delayed due to an outside circumstance, Halff shall be entitled to adjust the contract schedule consistent with the number of days delayed.

## **FEE**

1. Total Contract Fee will be **\$828,569.65**
  - a. **Basic Services Fee**
    - i. \$498,828.00
  - b. **Special Service Fee**
    - i. \$329,741.65

**Please note that Halff executed services will be billed Cost Plus Max (Hourly, Not to Exceed). Rates will be based on current Federal Audited Overhead Rate, updated annually. Halff's Sub-contractor's invoices will be billed to BWU at cost, with no markup.**

**DESIGNATED REPRESENTATION**

The designated representatives for this contract shall be as follows:

**Owner - City of Bentonville Water Utilities**

|                           |                                                                                                                                   |                                                  |
|---------------------------|-----------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------|
| Designated Representative | Beau Thompson, AICP<br>Work phone: (479) 271-3140<br><a href="mailto:BThompson@BentonvilleAR.com">BThompson@BentonvilleAR.com</a> | 3200 SW Municipal Drive<br>Bentonville, AR 72712 |
|                           |                                                                                                                                   |                                                  |

**Halff Associates**

|                                 |                                                                                                                                                                  |                                                   |
|---------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------|
| Project Manager                 | Mr. Patrick Foy, PE<br>Work phone: (479) 579-3968<br>Cell phone: (479) 212-4028<br>e-mail: <a href="mailto:pfoy@halff.com">pfoy@halff.com</a>                    | 2407 SE Cottonwood St #1<br>Bentonville, AR 72712 |
| Principal in Charge             | Mr. John Wary, PE<br>Work phone: (479) 579-3967<br>Cell phone: (479) 721-9965<br>e-mail: <a href="mailto:jwary@halff.com">jwary@halff.com</a>                    |                                                   |
| Project Surveyor                | Mr. James S. Aunspaugh, PS<br>Work phone: (479) 379-0323<br>Cell phone: (501) 319-3408<br>e-mail: <a href="mailto:jaunspaugh@halff.com">jaunspaugh@halff.com</a> |                                                   |
| Construction Inspection Manager | Mr. John Fry<br>Work phone: (479) 579-3974<br>Cell phone: (479) 651-8530<br>e-mail: <a href="mailto:jfry@halff.com">jfry@halff.com</a>                           |                                                   |
| QA/QC Manager                   | Mr. Brian Maurer, PE<br>Work phone (479) 397-0311<br>Cell phone (479) 883-4573<br>e-mail: <a href="mailto:bmaurer@halff.com">bmaurer@halff.com</a>               | 5704 Euper Lane, Ste 200<br>Fort Smith, AR 72903  |



**EXHIBIT I**  
Project Limits

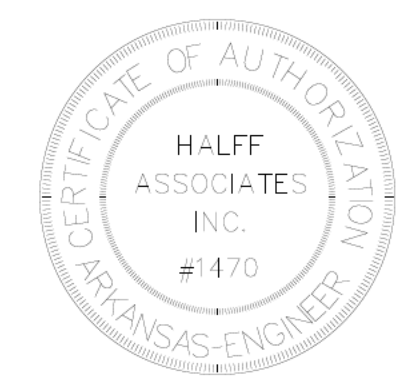


BENTONVILLE, ARKANSAS

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FOR INTERIM REVIEW ONLY

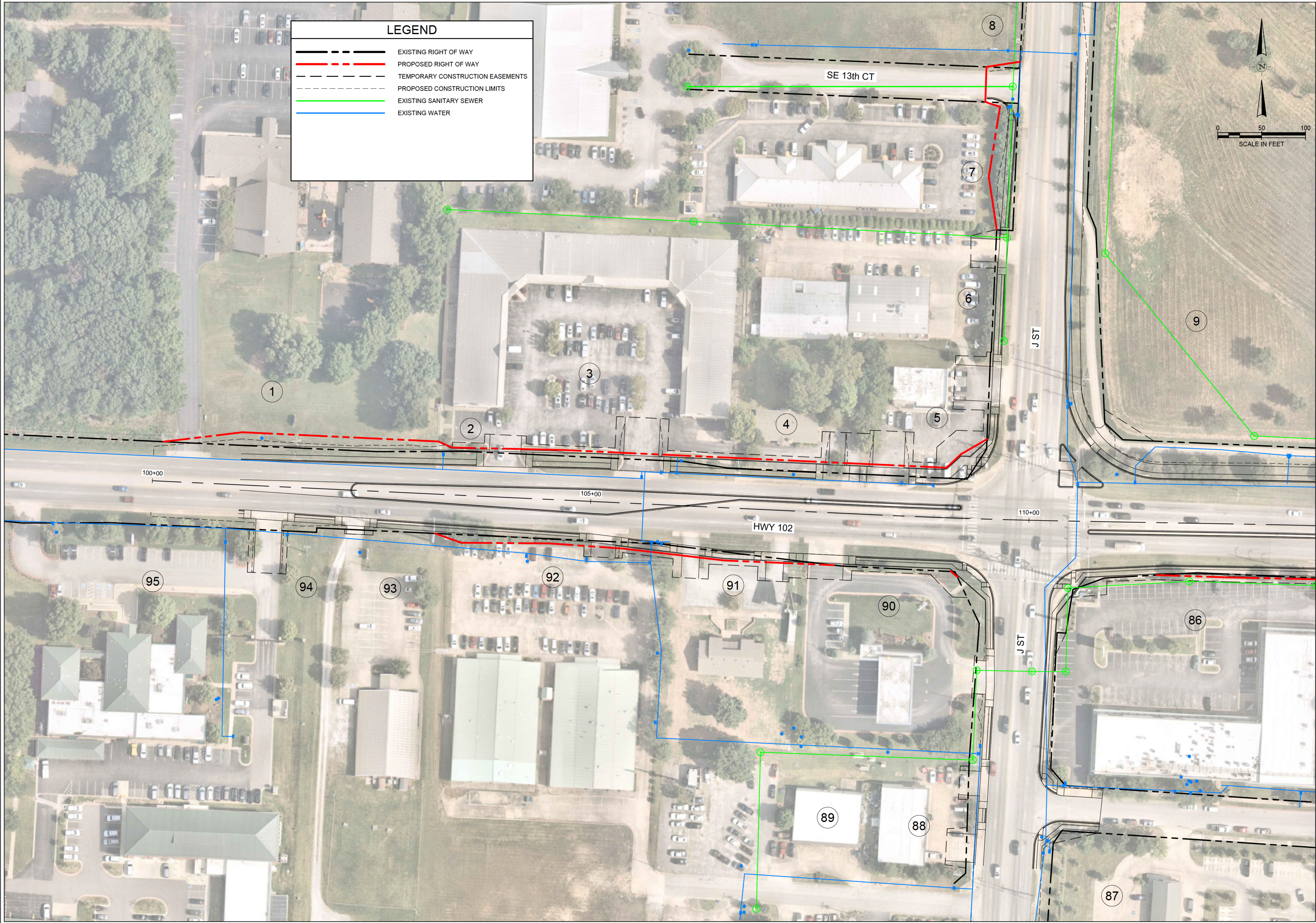
GARRETT J. McMICHAEL 20641  
NAME P.E. NO.  
DATE APRIL 2024  
HALFF ASSOCIATES, INC. #1470



## PROJECT OVERVIEW



FILE NAME: A:\57000s\57657\001\WMCADD\Sheets\7657 UtilitiesRelocationExhibit.dwg DATE: May 16, 2024, TIME: 3:39 PM, USER: ah4929 AVO: XXXXX



HIGHWAY 102 IMPROVEMENTS  
UTILITIES RELOCATION

BENTONVILLE, ARKANSAS

10800 FINANCIAL CENTRE PRKY., SUITE 600  
BENTONVILLE, ARKANSAS 72211  
TEL: (501) 801-2680

| REVISION NO. | DATE | DESCRIPTION |
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PRELIMINARY

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THESE DOCUMENTS ARE FOR INTERIM REVIEW AND NOT INTENDED FOR REGULATORY APPROVAL, PERMIT, BIDDING OR CONSTRUCTION PURPOSES. THEY WERE PREPARED BY OR UNDER THE SUPERVISION OF:

GARRETT J. McMICHAEL

20641

NAME

P.E. NO.

DATE

APRIL 2024

HALFF ASSOCIATES, INC. #1470

CERTIFICATE OF AUTHORIZATION

HALFF ASSOCIATES, INC.

#1470

ARKANSAS-ENGINEER

PROJECT NO.: 57657

ISSUED: APRIL 2024

DRAWN BY: DR

CHECKED BY: GM

SCALE: AS SHOWN

SHEET TITLE

UTILITIES EXHIBIT

2

Page 147 of 309



BENTONVILLE, ARKANSAS



**PRELIMINARY**

**FOR INTERIM REVIEW ONLY**

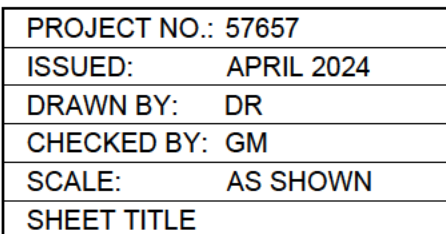
THESE DOCUMENTS ARE FOR INTERIM  
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OR CONSTRUCTION PURPOSES. THEY  
WERE PREPARED BY OR UNDER THE  
SUPERVISION OF:

GARRETT J. McMICHAEL      20641

NAME                                  P.E. NO.

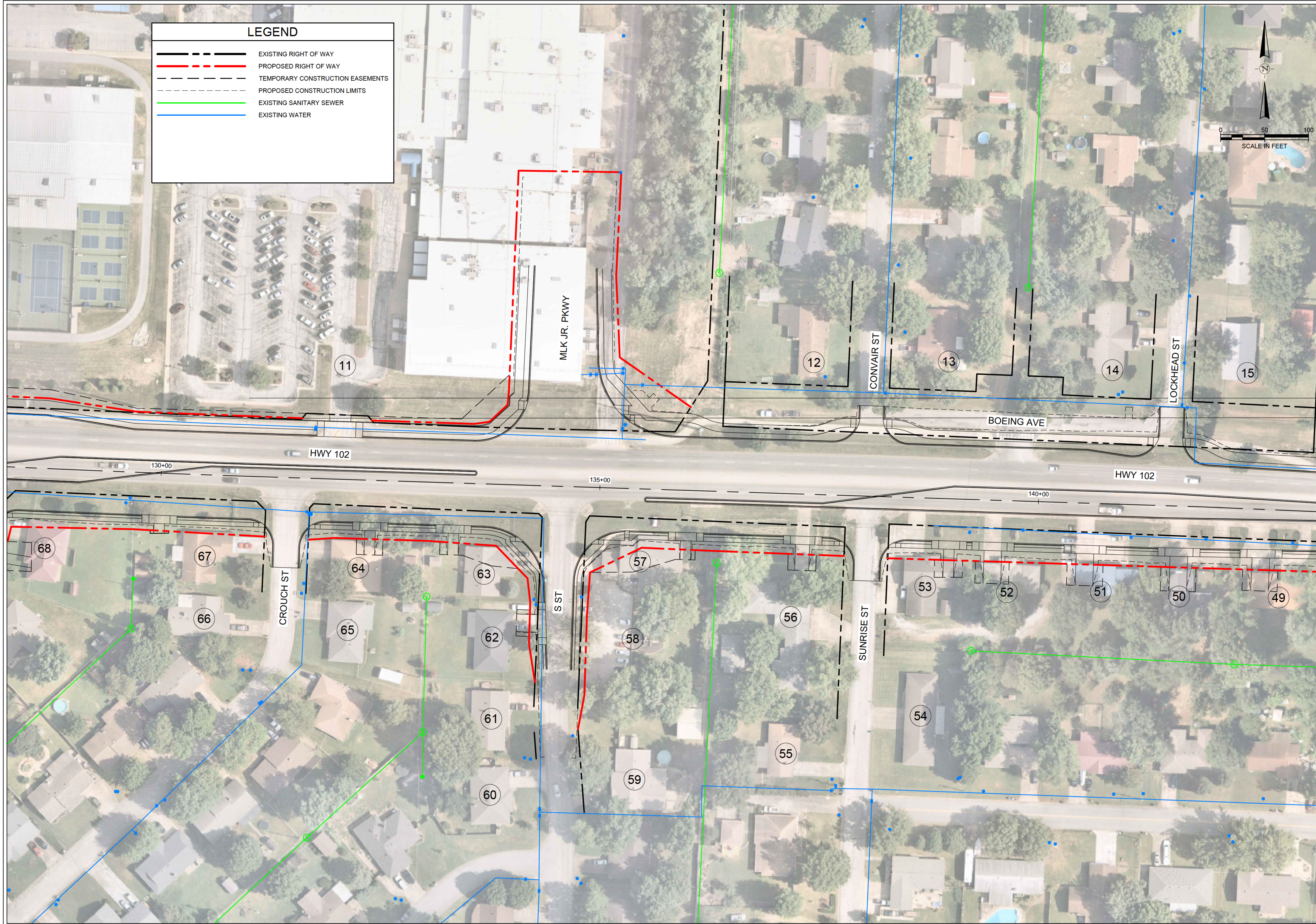
DATE                                  APRIL 2024

HALFF ASSOCIATES, INC. #1470



3





# HIGHWAY 102 IMPROVEMENTS UTILITIES RELOCATION

BENTONVILLE, ARKANSAS

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SUPERVISION OF:

GARRETT J. McMICHAEL 20641  
NAME P.E. NO.  
DATE APRIL 2024  
HALFF ASSOCIATES, INC. #1470

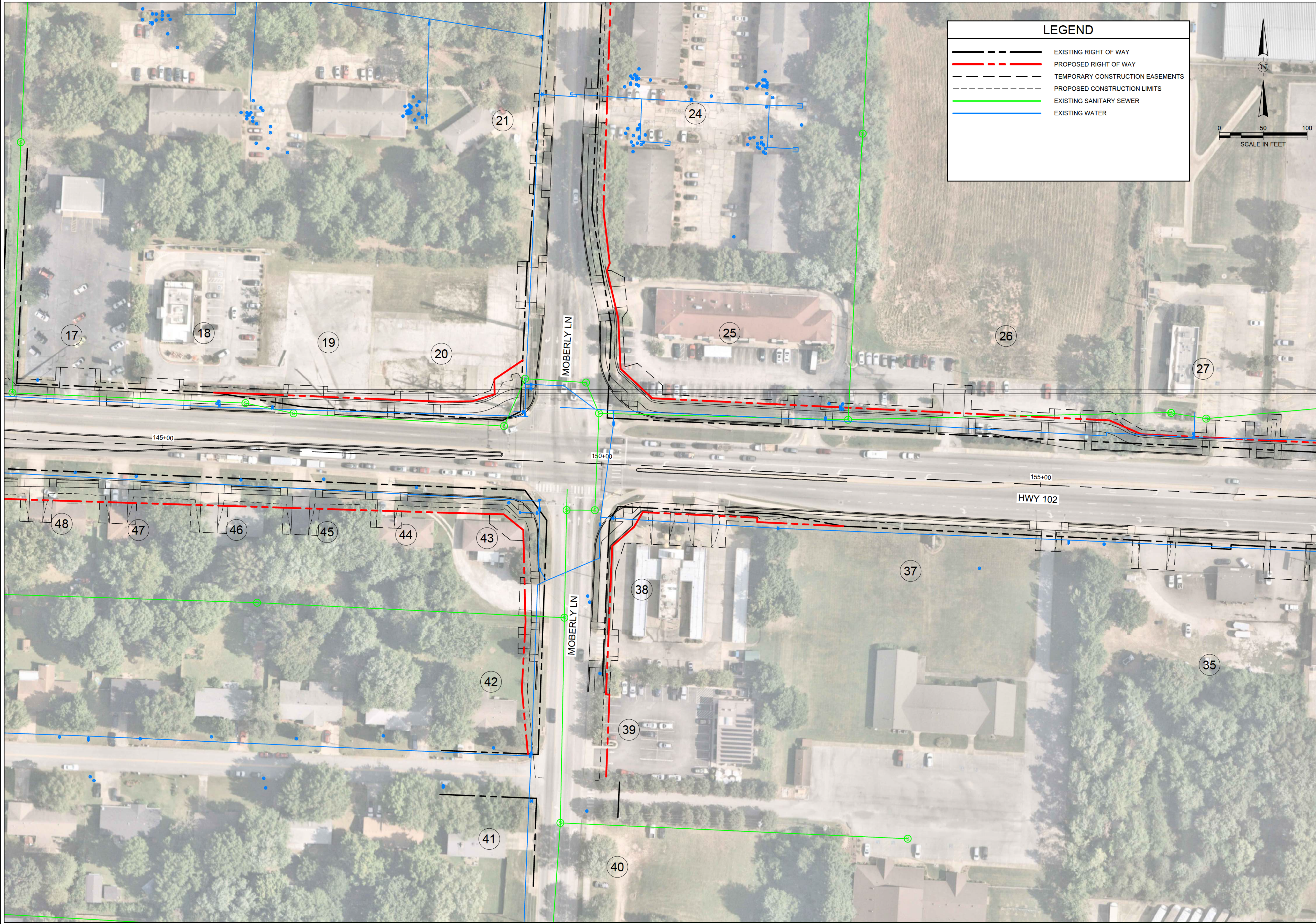


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| PROJECT NO.: | 57657      |
| ISSUED:      | APRIL 2024 |
| DRAWN BY:    | DR         |
| CHECKED BY:  | GM         |
| SCALE:       | AS SHOWN   |
| SHEET TITLE  |            |

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LEGEND

EXISTING RIGHT OF WAY

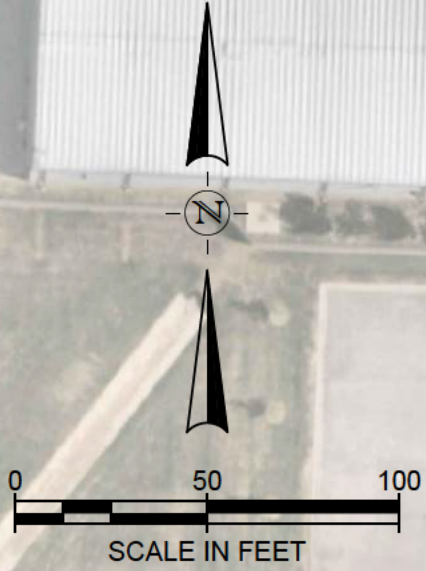
PROPOSED RIGHT OF WAY

TEMPORARY CONSTRUCTION EASEMENTS

PROPOSED CONSTRUCTION LIMITS

EXISTING SANITARY SEWER

EXISTING WATER



HIGHWAY 102 IMPROVEMENTS  
UTILITIES RELOCATION

BENTONVILLE, ARKANSAS

half

10800 FINANCIAL CENTRE PRWY., SUITE 600  
BENTONVILLE, ARKANSAS 72211  
TEL: (501) 861-2650

REVISION

NO.

DATE

DESCRIPTION

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GARRETT J. McMICHAEL

20641

NAME

P.E. NO.

DATE

APRIL 2024

HALFF ASSOCIATES, INC. #1470

CERTIFICATE OF AUTHORIZATION

HALFF ASSOCIATES, INC.

#1470

ARKANSAS-ENGINEER

PROJECT NO.: 57657

ISSUED: APRIL 2024

DRAWN BY: DR

CHECKED BY: GM

SCALE: AS SHOWN

SHEET TITLE

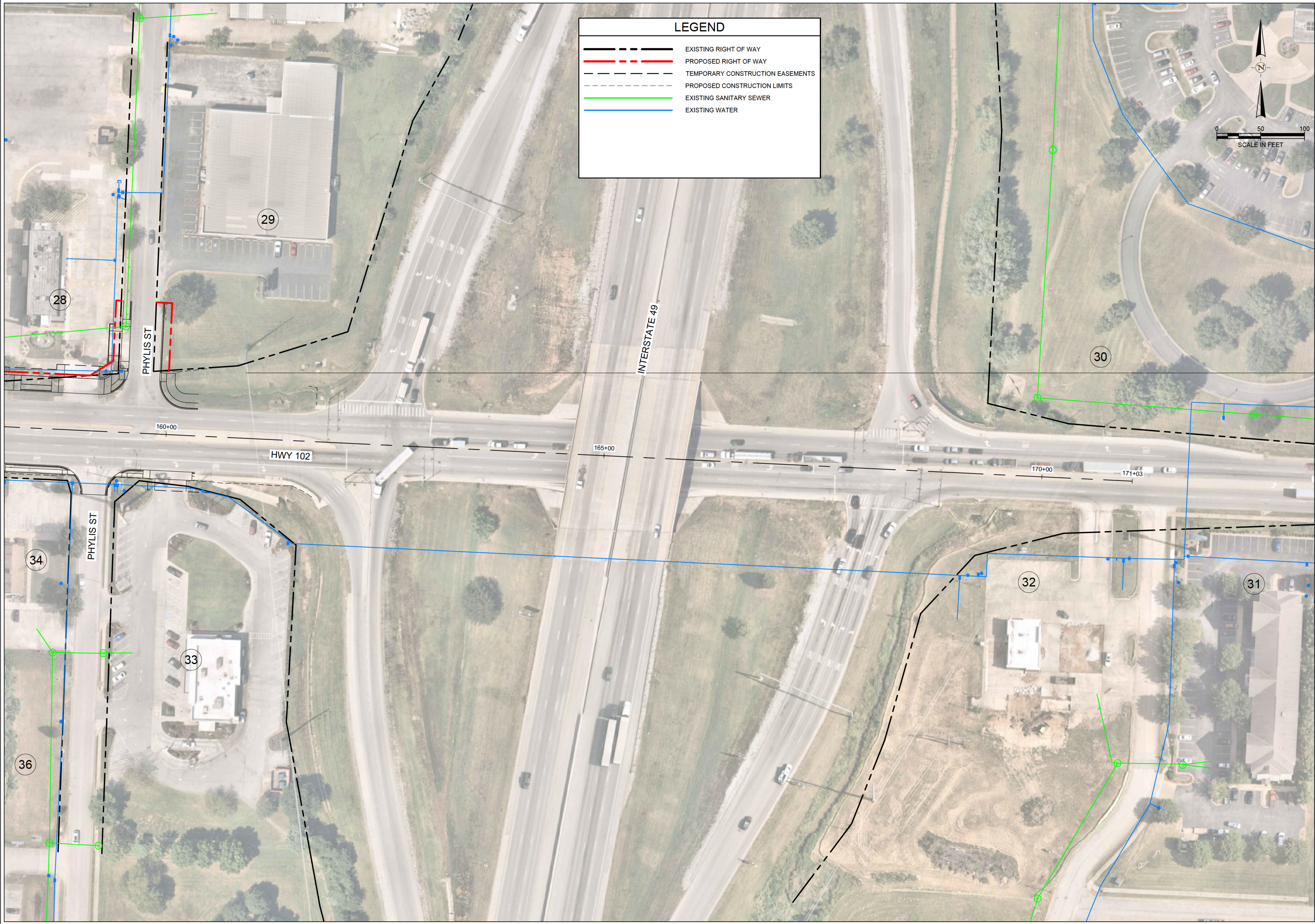
UTILITIES EXHIBIT

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Page 150 of 309



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HIGHWAY 102 IMPROVEMENTS  
UTILITIES RELOCATION

BENTONVILLE, ARKANSAS

half

10800 FINANCIAL CENTRE PRWY., SUITE 600  
BENTONVILLE, ARKANSAS 72211  
TEL: (601) 801-2690

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GARRETT J. McMICHAEL20641

NAMEP.E. NO.

DATEAPRIL 2024

HALFF ASSOCIATES, INC. #1470

CERTIFICATE OF AUTHORIZATION

HALFF ASSOCIATES, INC.

#1470

ARKANSAS-ENGINEER

PROJECT NO.: 57657

ISSUED: APRIL 2024

DRAWN BY: DR

CHECKED BY: GM

SCALE: AS SHOWN

SHEET TITLE

UTILITIES EXHIBIT

6

Page 151 of 309



## **EXHIBIT II**

### Schedule



## Exhibit II - Schedule

*Bentonville Water Utilities - R090656 - Hwy 102 Utilities Relocation*

**Period Highlight:** 1  Plan Duration  Actual Start  % Complete  Actual (beyond plan)  % Complete (beyond plan)

[illegible]

## **APPENDIX B**

### **Proposal and Scope of Work For Construction Phase Services**

## Project Description

The Arkansas Department of Transportation (ARDOT) is developing improvement plans to widen State Highway 102, also known as SW 14th Street, from Interstate 49 westerly thru J Street, in Bentonville, AR. Bentonville Water Utilities (BWU) owns, operates, and maintains several water and sewer utility lines along the Highway 102 corridor, which conflict with the planned improvements and require relocation. A portion of these utility lines are to be relocated per the approved Construction Documents prepared under Appendix A.

The existing utility lines proposed to be relocated make up the “Project”, as indicated in the approved Construction Documents prepared under Appendix A. The project will include the conventional design-bid-build delivery method.

This Appendix B, is organized into three (3) sections, as follows:

1. **Scope:** Including all “Basic” services performed by Halff and required for the project, as well as “Special Services” performed by Halff or subconsultants to Halff, along with the associated “deliverables” of each service.
2. **Schedule:** Including all Basic and Special services as described herein.
3. **Fee:** Including all Basic and Special services and presented as an “hourly, not to exceed” fee amount, with the associated hourly rate schedule.

This proposal and scope of work complies with the guidelines for reimbursement as outlined in ARDOT’s Utility Accommodation Policy dated November 16, 2010. The detailed Proposal and Scope of Work is as follows:



## SCOPE

Basic Services for "Construction Phase Services" include:

1. construction Administration
  - a. Attend Pre-Construction Meeting.
  - b. Review Submittals.
    - i. assume a maximum of 6 submittals.
      1. additional submittals will be considered as additional services.
  - c. Review RFI's (Request for Information).
    - i. assume a maximum of 1 RFI.
      1. additional submittals will be considered as additional services.
  - d. Conduct periodic construction observation (site visits), to confirm general compliance with contract documents.
    - i. assume 2 trips per month @ 10 hrs per trip month for 12 months.
  - e. Prepare a monthly construction status report, to be submitted along with monthly invoice for Construction Phase Services.
  - f. Prepare Construction Change Orders, as required.
  - g. Issue Certificate of Substantial Completion.
2. Construction Inspection
  - a. Conduct daily construction inspections.
  - b. Oversee testing Operations with Contractor and BWU Inspectors.
  - c. Issue daily construction reports.
  - d. Conduct weekly on-site progress meetings.
  - e. Monthly Status Meetings.
  - f. Monthly Contractor Pay Application Processing.
  - g. Perform a final inspection and prepare a final punch list for Contractor's completion.
3. Project Closeout Services shall include:
  - a. Prepare project Record Drawings (As-Built), per BWU Specifications.
  - b. Prepare GIS shapefiles and csv files.
  - c. Prepare construction completion documentation.
  - d. Review and recommend Contractor's final pay request.
  - e. Conduct Final Construction inspection.
  - f. Monitor Commissioning services.
  - g. Verify completeness and satisfaction with Property Owners.
  - h. Issue Certificate of Final Completion.

Special Services for "Construction Phase Services" include:

1. Survey Control Setup

SCHEDULE AND FEE will be provided at time of amendment to the Contract.

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH HALFF ENGINEERING, IN AN AMOUNT NOT TO EXCEED EIGHT HUNDRED TWENTY-EIGHT THOUSAND FIVE HUNDRED SIXTY-NINE DOLLARS AND SIXTY-FIVE CENTS (\$828,569.65); AMENDING THE 2024 BUDGET TO APPROPRIATE THE SAME INTO ACCOUNT #503020-47320, IMPROVEMENTS OTHER – WATER IMPROVEMENTS; AND FOR OTHER PURPOSES.**

**WHEREAS**, request to enter into a professional services agreement with Halff Engineering to preform the design services for the utility adjustments required and related to ARDOT Project 090646 (Hwy 102 Widening);

**WHEREAS**, the City of Bentonville selected this firm following the City’s standard RFQ solicitation and selection process for the procurement of professional services in accordance with state law; and

**WHEREAS**, a budget adjustment is needed for this agreement.

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

Section 1: The Mayor and City Clerk are authorized to enter into an agreement with Halff Engineering, in an amount not to exceed eight hundred twenty-eight thousand five hundred sixty-nine dollars and sixty-five cents (\$828,569.65), for professional services associated with ARDOT Project 090646 (Hwy 102 Widening);

Section 2: The 2024 Budget is adjusted to appropriate eight hundred twenty-eight thousand five hundred sixty-nine dollars and sixty-five cents (\$828,569.65) from Utility fund, into Account #503020-47320, Improvements Other – Water Improvements, to fund said agreement;

Section 3 - Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 4 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

**PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.**

**APPROVED:**

\_\_\_\_\_  
**STEPHANIE ORMAN, Mayor**

**ATTEST:**

\_\_\_\_\_  
**MALORIE MARRS, City Clerk**



## City of Bentonville, Arkansas Agenda Item Form

### Item Details

|                              |                            |                           |                     |
|------------------------------|----------------------------|---------------------------|---------------------|
| <b>Council Meeting Date:</b> | 9/24/2024                  | <b>Submitted By:</b>      | Travis Matlock      |
| <b>Phone:</b>                | 479-271-5941               | <b>For Department(s):</b> | Inventory Warehouse |
| <b>Email:</b>                | tmatlock@bentonvillear.com |                           |                     |

### Item Type (Check all that apply)

|                                               |                                            |                                                   |                                                      |
|-----------------------------------------------|--------------------------------------------|---------------------------------------------------|------------------------------------------------------|
| <input type="checkbox"/> Informational        | <input type="checkbox"/> Bid Award         | <input type="checkbox"/> Enter into an Agreement  | <input type="checkbox"/> Change Order                |
| <input type="checkbox"/> Recognizing Funds    | <input type="checkbox"/> Budget Adjustment | <input checked="" type="checkbox"/> Waiver of Bid | <input checked="" type="checkbox"/> Emergency Clause |
| <input checked="" type="checkbox"/> Ordinance | <input type="checkbox"/> Resolution        | <input type="checkbox"/> Informational            |                                                      |

### Title, Recommendation & Justification

|                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|----------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Title:</b>                                            | Ordinance Waiving Competitive Bidding to Order 3ph Transformers                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Action Recommendation &amp; Justification:</b>        | Ordinance to waive competitive bidding to purchase 3ph transformers from AECl, Unit Prices and estimated quantities attached, plus applicable taxes. Due to market volatility and lead times related to these products, it would be neither practical or feasible to solicit competitive bids. Award is based on the low responsive quote per line item, for estimated totals: AECl in the estimated amount of \$157,262.00 plus applicable taxes. Approved by Utility Board 3-0. No budget adjustment is needed. |
| <b>Additional Comments for Consideration (Optional):</b> | In the event material prices increase, resulting in a potential cost increase for a transformer, AECl will submit an escalation request for review by the City of Bentonville Electric Utility Director. This measure is not intended to allow any increase in AECl's profit margin, but is solely intended to allow recovery for actual cost increases directly related to increased material cost for the quoted items.                                                                                         |
| <b>Amount for Approval:</b>                              | \$ 157,262.00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |

### Budget Impact

Is this Item Budgeted? ☒ YES ☐ NO ☐ ITEM HAS NO COST ☐ OTHER: \_\_\_\_\_

### Budget Adjustment (to be completed by Finance when applicable)

| Account Number (ORG-OBJECT) | Account Description | Expense | Revenue |
|-----------------------------|---------------------|---------|---------|
| Account Number (ORG-OBJECT) | Account Description | Expense | Revenue |
| Account Number (ORG-OBJECT) | Account Description | Expense | Revenue |
| Account Number (ORG-OBJECT) | Account Description | Expense | Revenue |
| Account Number (ORG-OBJECT) | Account Description | Expense | Revenue |

### Fund(s) Impacted

(check all that apply)

☐ General Fund ☐ Utility Fund ☐ Street Fund ☐ Other(s): \_\_\_\_\_

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712





**City of Bentonville Electric Utilities Department**  
**Three Phase Pad-Mount Distribution Transformers**  
**Quote Form**

| <u>Line<br/>Item<br/>Number</u> | <u>BEUD Inventory<br/>Part Number</u> | <u>KVA</u> | <u>Voltage</u> | <u>QTY</u> | <u>Price Each -<br/>AECI</u> | <u>Price Each -<br/>Techline</u> | <u>Price Each -<br/>Irby</u> | <u>AEIC lead time</u> |                     |
|---------------------------------|---------------------------------------|------------|----------------|------------|------------------------------|----------------------------------|------------------------------|-----------------------|---------------------|
| 1                               | 2044                                  | 75         | 120/208        | 1          | <b>\$12,110.00</b>           | \$19,090.00                      | \$17,053.00                  | 12-16 weeks           | \$12,110.00         |
| 2                               | 2045                                  | 75         | 277/480        | 1          | <b>\$12,300.00</b>           | \$19,522.00                      | \$16,106.00                  | 12-16 weeks           | \$12,300.00         |
| 3                               | 2012                                  | 150        | 277/480        | 2          | <b>\$14,036.00</b>           | \$23,780.00                      | \$26,421.00                  | 12-16 weeks           | \$28,072.00         |
| 4                               | 2013                                  | 1500       | 277/480        | 2          | <b>\$52,390.00</b>           | \$99,100.00                      | \$56,000.00                  | 12-16 weeks           | \$104,780.00        |
|                                 |                                       |            |                |            |                              |                                  |                              |                       |                     |
|                                 |                                       |            |                |            |                              |                                  |                              |                       | <b>\$157,262.00</b> |
|                                 |                                       |            |                |            |                              |                                  |                              |                       |                     |
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|                                 |                                       |            |                |            |                              |                                  |                              |                       |                     |
|                                 |                                       |            |                |            |                              |                                  |                              |                       |                     |

Quote Submitted By: \_\_\_\_\_

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY CLERK TO  
ENTER INTO AN AGREEMENT WITH AECl FOR THE PURCHASE OF  
CERTAIN TRANSFORMERS IN THE AMOUNT OF ONE HUNDRED FIFTY-  
SEVEN THOUSAND TWO HUNDRED SIXTY-TWO DOLLARS (\$157,262.00),  
PLUS APPLICABLE TAXES; WAIVING THE REQUIREMENT OF  
COMPETITIVE BIDDING; PROVIDING FOR THE EMERGENCY CLAUSE;  
AND FOR OTHER PURPOSES.**

**WHEREAS**, the City of Bentonville Electric Utilities Department requires three phase transformers in order to provide services to citizens and developments;

**WHEREAS**, due to market volatility and lead times related to these products, it would be neither practical or feasible to solicit competitive bids; and

**WHEREAS**, this purchase will be made using budgeted funds.

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

Section 1: That the Mayor and City Clerk are hereby authorized to enter into an agreement for the purchase of three phase transformers from AECl in the amount of one hundred fifty-seven thousand two hundred sixty-two dollars (\$157,262.00), plus applicable taxes;

Section 2: Due to current market volatility and supply chain issues with this product, it would be neither practical nor feasible to advertise for competitive bidding so that requirement is herein waived;

Section 3 – Emergency Clause: Because the need to make this purchase is immediate, an emergency is hereby declared to exist, and this Ordinance shall be in full force and effect from the date of its passage and approval;

Section 3 - Severability Provision: If any part of this Ordinance is held invalid, the remainder of this Ordinance shall continue in effect as if such invalid portion never existed; and

Section 4 - Repeal of Conflicting Ordinances: All Ordinances of the City Council, or parts of Ordinances of the City Council, in conflict herewith are hereby repealed to the extent of such conflict.

**PASSED and APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2024.**

**APPROVED:**

**ATTEST:**

\_\_\_\_\_  
**STEPHANIE ORMAN, Mayor**

\_\_\_\_\_  
**MALORIE MARRS, City Clerk**



### City of Bentonville, Arkansas Agenda Item Form

#### Item Details

|                              |                            |                           |                |
|------------------------------|----------------------------|---------------------------|----------------|
| <b>Council Meeting Date:</b> | 9/24/2024                  | <b>Submitted By:</b>      | Travis Matlock |
| <b>Phone:</b>                | 479-271-5941               | <b>For Department(s):</b> | Electric       |
| <b>Email:</b>                | tmatlock@bentonvillear.com |                           |                |

#### Item Type (Check all that apply)

|                                               |                                            |                                                  |                                                      |
|-----------------------------------------------|--------------------------------------------|--------------------------------------------------|------------------------------------------------------|
| <input type="checkbox"/> Informational        | <input type="checkbox"/> Bid Award         | <input type="checkbox"/> Enter into an Agreement | <input type="checkbox"/> Change Order                |
| <input type="checkbox"/> Recognizing Funds    | <input type="checkbox"/> Budget Adjustment | <input type="checkbox"/> Waiver of Bid           | <input checked="" type="checkbox"/> Emergency Clause |
| <input checked="" type="checkbox"/> Ordinance | <input type="checkbox"/> Resolution        | <input type="checkbox"/> Informational           |                                                      |

#### Title, Recommendation & Justification

|                                                          |                                                                                                                                                                                       |
|----------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Title:</b>                                            | Ordinance Updating the Bentonville Electric Utility Department Construction Specifications                                                                                            |
| <b>Action Recommendation &amp; Justification:</b>        | The Bentonville Electric Utility Department Construction Requirements are being updated and replace Ordinance 2019-90. Approved by Utility Board 3-0. No budget adjustment is needed. |
| <b>Additional Comments for Consideration (Optional):</b> |                                                                                                                                                                                       |
| <b>Amount for Approval:</b>                              | \$                                                                                                                                                                                    |

#### Budget Impact

Is this Item Budgeted? ☐ YES ☐ NO ☒ ITEM HAS NO COST ☐ OTHER: \_\_\_\_\_

#### Budget Adjustment (to be completed by Finance when applicable)

| Account Number (ORG-OBJECT) | Account Description | Expense | Revenue |
|-----------------------------|---------------------|---------|---------|
| Account Number (ORG-OBJECT) | Account Description | Expense | Revenue |
| Account Number (ORG-OBJECT) | Account Description | Expense | Revenue |
| Account Number (ORG-OBJECT) | Account Description | Expense | Revenue |
| Account Number (ORG-OBJECT) | Account Description | Expense | Revenue |

#### Fund(s) Impacted

(check all that apply)

☐ General Fund ☐ Utility Fund ☐ Street Fund ☐ Other(s): \_\_\_\_\_

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

www.bentonvillear.com

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## **BEUD ELECTRIC SPECIFICATIONS**

# **REVISION 5**

**ELECTRIC DEPARTMENT  
CONSTRUCTION OFFICE  
3200 SW Municipal Drive  
Bentonville AR, 72712**

**REVISED  
September 2024**

Insert ordinance here once approved.

# **REVISION 5 TO BEUD ELECTRIC SPECIFICATIONS**

## **SEPTEMBER 2024**

Below are the specifications that were revised from the original document dated February 11, 2014, and approved by City Council on February 25, 2014. Revision 4 of this document was approved on May 28<sup>th</sup>, 2019. Major changes are listed below. This list does not include minor grammatical edits or clarifications.

### **SECTION 1**

- 1.3 REMOVED references to Appendices
- 3.3 REVISED to make statement clearer
- 3.4 ADDED reference to PDF
- 3.10.1 REVISED to 8' back of ROW instead of 18' back of curb
- 3.10.4 ADDED 5' clearance from fence to pole
- 3.10.7 ADDED 50' clearance to transmission conductors from vegetation.
- 5.4 REVISED to state CONTRACTOR to pick up material
- 6.3 REVISED to state CONTRACTOR to pick up material
- 7.2.1 REVISED to two full working days per 811
- 7.8.2 REVISED wording to clarify intention
- 7.9.6 ADDED reference to DS-1403/1404
- 8.2.5 REVISED to clarify CIC application
- 10.2.4 ADDED table to clarify sweep requirements for elbows
- 10.2.11 ADDED 6" sleeves for all road crossing
- 10.3.1 REVISED to state CONTRACTOR to pick up material
- 10.3.3 REVISED to swap house/street side due to transformer orientation changing
- 10.3.6 ADDED "unless otherwise CT metered"
- 10.4.1 REVISED to state CONTRACTOR to pick up material
- 10.4.3 REVISED to swap house/street side due to transformer orientation changing
- 10.4.6 ADDED "unless otherwise CT metered"
- 10.5.9 Clarified access side is side with doors
- 10.6.9 Clarified access side is side with doors



- 10.7.5 Clarified partition blocks instead of wafer board
- 10.8.2 REVISED to state CONTRACTOR to pick up material
- 10.8.5 Clarified access side is side with doors
- 10.9.1 REVISED to state CONTRACTOR to pick up material
- 10.9.2 Clarified pedestal burial depth
- 10.9.3 Clarified conduit placement in secondary pedestal
- 10.10.1 REMOVED “not to exceed 400 feet”
- 10.11.9 REMOVED “Concrete encasement is not required for service conduit”
- 10.12 ADDED to retaining walls section

## **SECTION 2**

- 20.1.9 ADDED service-related to inspections
- 20.1.11 REVISED statement to meet with New Service Coordinator and removed scenarios
- 20.2.2 ADDED “unless approved by BEUD prior to installation”
- 20.2.6 REVISED ground rod depth from 12” to 6”
- 20.2.8 REVISED to clarify grounding conductor must be continuous
- 20.3.2 ADDED secondary conduits to this item
- 20.4.4 ADDED 4” when greater than 100 linear feet to table
- 20.4.8 REVISED 400 lb mule tape rating to 1250 lb
- 20.4.12 REVISED wording to clarify conduit placement in the secondary pedestals
- 20.4.14 /20.4.15 COMBINED and REVISED to match 10.2.4 with table
- 20.4.16 RENUMBERED to 20.4.15
- 20.4.17 RENUMBERED to 20.4.16
- 20.6.2 REVISED reseal charge to be \$200
- 20.6.3 REVISED re-inspection fee to be \$150
- 21.1.7 REMOVED “or different voltage services serving the same building”
- 21.1.10 REMOVED original statement since it was redundant with 21.1.11. REPLACED with “Buildings shall be allowed use of only one service voltage per building, unless approved in advance by BEUD”.
- 21.1.17 Clarified greater than 400A services shall be CT metered
- 23.2.2 Changed maximum distance from pole from 70’ to 40’

- 24.2.3 REMOVED word “minimum” and ADDED “per NEC”
- 24.3.2 Changed minimum distance of meter from device from 3’ to 10’
- 24.4.2 Changed four (4) to two (2) for meter pack requirement.
- 24.4.5 REMOVED from this revision
- 24.4.6 RENUMBERED TO 24.4.5
- 24.4.7 RENUMBERED TO 24.4.6
- 24.4.6 ADDED Fee per current ordinance
- 25.3.4 ADDED 46 ft lbs as torque
- 27.3.2 ADDED 5’ horizontal clearance from water/sewer

## **SECTION 3**

| DS #    | Edit Summary                                                                                                                                                                                                           |
|---------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| DS-1001 | Changed 70' max to 40' max                                                                                                                                                                                             |
| DS-1002 | Added notes about continuous ground, ground rod in ditch, and ground rod spacing.                                                                                                                                      |
| DS-1003 | Omitted this drawing, combined notes to DS-1011 unit.                                                                                                                                                                  |
| DS-1004 | Corrected to show pre-fab pedestal. Added expansion coupler to conduit. Added grounding notes.                                                                                                                         |
| DS-1005 | Revised drawing due to confusion on "front of house" notes. Added grounding notes.                                                                                                                                     |
| DS-1006 | Revised this so it matches the format of DS-1005 and DS-1007. Updated vertical clearance requirements over roof in detail. Added grounding notes.                                                                      |
| DS-1007 | Revised drawing due to confusion on "front of house" notes. Removed reference to galvanized rigid steel conduit. Added note about expansion coupler. Revised hatching to make it clearer. Added grounding notes        |
| DS-1008 | Removed reference to 600A service in the parallel service details, edited hatching. Added grounding notes                                                                                                              |
| DS-1009 | New spec for Address Labeling                                                                                                                                                                                          |
| DS-1010 | Revised dimension on pole distance to 20' min. Removed note about no heated bends. Added ""without BEUD approval" to comment 6. Added Expansion coupler note 7. Cleaned up hatching for clarity. Added grounding notes |
| DS-1011 | Combined old DS-1003 with DS-1011 to create new spec for 200A/400A Free Standing Meter Pedestal. Added grounding notes.                                                                                                |
| DS-1012 | No changes for 2024 revision                                                                                                                                                                                           |
| DS-1013 | Changed service grounding conductor size note 5 and conduit size in note 8. Added grounding notes.                                                                                                                     |
| DS-1014 | Revised dimension on pole distance to 20' min. Added expansion coupler. Added grounding notes                                                                                                                          |
| DS-1015 | Added grounding notes                                                                                                                                                                                                  |
| DS-1016 | No changes for 2024 revision                                                                                                                                                                                           |

|             |                                                                                                                                                                                                                                                                                     |
|-------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| DS-1017     | Added "hose bib" to list of Not Allowed in Red Hatched Area list                                                                                                                                                                                                                    |
| DS-1018     | Moved addressing specs to DS-1009, called reference to DS-1009 on this drawing                                                                                                                                                                                                      |
| DS-1019     | Changed note on PMSW photo to "Vault Access Hatch"                                                                                                                                                                                                                                  |
| DS-1020     | Omitted original drawing, replaced DS-1020 through DS-1023 with this list                                                                                                                                                                                                           |
| DS-1024     | Added unistrut running horizontally behind the metering for support.                                                                                                                                                                                                                |
| DS-1025     | Changed outside dimensions                                                                                                                                                                                                                                                          |
| DS-1401     | Omit                                                                                                                                                                                                                                                                                |
| DS-1402     | Revised clearances/conduit routings                                                                                                                                                                                                                                                 |
| DS-1403     | Showed clearance from water/sewer as 5' for both primary and secondary, 18" vertical from water/sewer for primary and secondary                                                                                                                                                     |
| DS-1404     | Showed bedding 6" above and 4" below on CIC                                                                                                                                                                                                                                         |
| DS-1405     | Changed notes on street/field side                                                                                                                                                                                                                                                  |
| DS-1406     | Changed street/field side, rearranged conduits                                                                                                                                                                                                                                      |
| DS-1407     | Changed street/field side, rearranged conduits                                                                                                                                                                                                                                      |
| DS-1408     | Added detail for conduit "window" within opening, clarify rebar stubout, showed rebar in details.                                                                                                                                                                                   |
| DS-1409     | Added detail for conduit "window" within opening, clarify rebar stubout, showed rebar in details.                                                                                                                                                                                   |
| DS-1410     | Revised for clarity on clearance dimensions                                                                                                                                                                                                                                         |
| DS-1411     | Showed conduits stacked 2/2 instead of 4 across, cleaned up hatching for clarity                                                                                                                                                                                                    |
| DS-1412     | Showed conduits stacked 2/2 instead of 4 across, cleaned up hatching for clarity                                                                                                                                                                                                    |
| DS-1413     | Showed conduits stacked 2/2 instead of 4 across, cleaned up hatching for clarity                                                                                                                                                                                                    |
| DS-1414     | Changed stub up from 8" to 4" from bottom of enclosure. Changed pit dimension to 40" wide with gravel up to 4" from top, then topsoil.                                                                                                                                              |
| DS-1414-1   | Changed stub up from 8" to 4" from bottom of enclosure. Changed pit dimension to 54" wide with gravel up to 4" from top, then topsoil.                                                                                                                                              |
| DS-1415     | Highlighted note about anchor bolts, added note to remove exposed Sonatube prior to inspection                                                                                                                                                                                      |
| DS-1416     | Highlighted note about anchor bolts, added note to remove exposed Sonatube prior to inspection                                                                                                                                                                                      |
| DS-1417     | Added note CT meter pedestal to be installed by contractor, turned meter 90 degrees, added notes that conduit to be installed by contractor. Updated dimensions on spade spacing. Added note compression lugs only, no bolted. Changed uprights on meter pedestal to match DS-1011. |
| DS-1417-1PH | Created new spec for Single Phase CT Service                                                                                                                                                                                                                                        |
| DS-1418     | No change for 2024 revision                                                                                                                                                                                                                                                         |
| DS-1419     | No change for 2024 revision                                                                                                                                                                                                                                                         |
| DS-1420     | Changed rebar dimension to 12" instead of 2', added 3rd hole on bottom footer                                                                                                                                                                                                       |
| DS-1420A    | No change for 2024 revision                                                                                                                                                                                                                                                         |
| DS-1420B    | Added 3rd hole on bottom footer                                                                                                                                                                                                                                                     |
| DS-1420C    | No change for 2024 revision                                                                                                                                                                                                                                                         |



# PART I



## **BEUD CONSTRUCTION SPECIFICATIONS**

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## **BEUD CONSTRUCTION SPECIFICATIONS**

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## **BEUD CONSTRUCTION SPECIFICATIONS**

### **SECTION 1 GENERAL INFORMATION**

- 1.1 The intent of this publication is to simplify and expedite the process of electric utility construction within the jurisdiction of the City of Bentonville. This publication specifically applies, but is not limited to “Subdivision” and “Large Scale Development”. All rules and regulations set forth by the National Electric Code shall be the minimum standard of all construction and development practices to be approved by the Bentonville Electric Utility Department. In such case as the standard specifications herein set forth exceeds the National Electric Code, this document as approved by the City Council of Bentonville, Arkansas shall govern.
- 1.2 These general and detailed specifications shall govern the handling and installation of conduit and appurtenances for the City of Bentonville Electric Utility Department. Specifications stipulate general requirements for the preparation of reports, plans, specifications, methods of construction, inspection, testing, and final approval of any proposed electric distribution that is within the jurisdiction of Bentonville Electric Utility Department. Any requested deviation from the specifications herein set forth, shall be reviewed on a case by case basis by the BEUD and approved or denied by written authorization of the DIRECTOR.
- 1.3 Special conditions may arise on projects that are not covered in these specifications or that may require special handling. In case of such special conditions, complete detail as to materials, method of construction or other procedures shall be submitted to the Bentonville Electric Utility Department for review and approval. Where reference is made to a particular industry specification (ASTM, etc) it is hereby understood that reference is made to the latest specification revision in effect.
- 1.4 These specifications are intended to set forth minimum standards of quality for the construction of electric distribution systems which are to be accepted by the Bentonville Electric Utility Department. These specifications do not replace the ENGINEER’S specifications and contract documents; however, construction of all electric distribution systems must meet these standards of quality as a minimum. The Bentonville Electric Utility Department shall not be responsible nor shall it bear any liability for CONTRACTOR’S means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, nor shall the Bentonville Electric Utility Department be responsible for any actions resulting from direction of the project by a City of Bentonville ENGINEER/INSPECTOR. The Bentonville Electric Utility Department shall not be responsible for the acts or omissions of the CONTRACTOR, Sub-Contractor, supplier, or of any other person or organization performing or furnishing any of the work. Nothing contained in these specifications shall be construed as an endorsement or warranty by the Bentonville Electric Utility Department of any product, material, or workmanship. The Bentonville Electric Utility Department shall not be responsible nor shall it bear any



## **BEUD CONSTRUCTION SPECIFICATIONS**

liability for the durability of any material or method of construction. Material used on any project shall be warranted against defects and workmanship by responsible CONTRACTOR for one calendar year from date of acceptance.

### **SECTION 2 DEFINITIONS AND ABBREVIATIONS**

- 2.1 BEUD: Refers to the Bentonville Electric Utility Department, under the jurisdiction of the Bentonville City Council, hereinafter referred to as "BEUD"; having full and complete authority to manage, operate, improve, extend and maintain the City electric distribution system.
- 2.2 CITY ENGINEER: City of Bentonville Engineer.
- 2.3 DIRECTOR: City of Bentonville Electric Utility Director
- 2.4 DEVELOPER: Industrial partnership, corporation, or other legal entity such as an improvement district, desiring to construct water and/or sanitary sewer facilities for immediate or contemplated future inclusion in the city system.
- 2.5 ENGINEER: Individual registered to practice Engineering in the State of Arkansas who is responsible for the preparation of reports, plans, specifications and inspection of the work herein approved.
- 2.6 CONTRACTOR: The person, firm or corporation with whom the DEVELOPER has entered into an agreement to construct the water, sewer, and/or electric improvements.
- 2.7 CITY INSPECTOR: City of Bentonville BEUD Inspector responsible for inspection and notification of proposed reconstruction or alterations and inspections involving the City of Bentonville's electric distribution system.
- 2.8 NORMAL WORK SCHEDULE: The City of Bentonville's normal work schedule is Monday through Friday 7:30 AM to 4:00 PM except HOLIDAYS.
- 2.9 HOLIDAYS: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Friday following Thanksgiving Day, Christmas Eve and Christmas Day.
- 2.10 SECONDARY: Conduit that is placed from transformer to secondary junction box.
- 2.11 SERVICE: Conduit that is place from BEUD's device to a meter panel or service connection point.
- 2.12 CIC: Cable in conduit - refers to primary cable pre-installed in PVC conduit.



## **BEUD CONSTRUCTION SPECIFICATIONS**

- 2.13 TERMS: "As specified" shall mean as specified by the BEUD in plans, proposals, specifications, and other written instructions.
- 2.13.1 The term "or equal" shall mean that the proposed material or item shall perform adequately the duties imposed by the general design and is of the same or equal design, substance and junction to that specified by using the name of a product, manufacturer, or vendor. Use of the term "equal" shall mean any party proposing to substitute an "equal" shall obtain an approval from the BEUD. The BEUD shall make final approval of such items or materials judged to be "equal".
- 2.13.2 The term "these specifications" shall refer to the "BEUD Construction Specifications", latest revision, written by the BEUD. It is the responsibility of the CONTRACTOR, ENGINEER, DEVELOPER or OWNER, etc. to obtain copies and to comply with the latest revision of these specifications.
- 2.14 Abbreviations used throughout these specifications have meanings as follows:
- ASTM.....American Society for Testing and Materials  
ANSI.....American National Standards Institute  
OSHA .....Occupational Safety and Health Administration

### **SECTION 3 PLANS AND SPECIFICATIONS**

- 3.1 This section covers the requirements for submittal of plans and specifications to the BEUD in order to obtain approval for the construction and development of future electric extensions.
- 3.2 The BEUD strongly suggests that the ENGINEER submit proposals to the BEUD prior to formal submittal to the PLANNING DEPARTMENT.
- 3.3 No electric system extensions and/or modifications may be approved for connection to the City of Bentonville's electric distribution prior to approval of construction plans and specifications by the BEUD. Construction plans and specifications shall conform to the requirements herein. The submission of construction plans for approval shall be accompanied by a statement or letter from the ENGINEER stating that materials and workmanship will be in accordance with these specifications and standard details.
- 3.4 All plans shall be drawn to a scale suitable for adequately showing the facilities proposed, except as stipulated herein. All drawings shall be on PDF that can be printed on **24" X 36" sheets**. All elevations shall be based on mean sea level. An





## **BEUD CONSTRUCTION SPECIFICATIONS**

- overall project map shall be a minimum 24" X 36" and shall depict the entire project and show all proposed conduit and structures. A vicinity map at a scale of **1" = 2,000'** shall be furnished indicating the location of the project in relation to arterial streets and major highways. Reduced size drawings may be allowed for inspection purposes after all approvals have been obtained.
- 3.5 Along with the plans, an AutoCAD file of the Utility Plan must be submitted to the BEUD. If the development is a "Subdivision", the BEUD will proceed with a design of the required electrical facilities necessary to serve the development. If the development is a "Large Scale Development", the BEUD will require information about the service size amperage and voltage rating in order to complete the design and choose a transformer and meter size. **DS 1401**
- 3.6 Any changes from the approved construction plans and specifications shall only be authorized in writing by the CITY ENGINEER and/or DIRECTOR or authorized representative of the BEUD prior to the start of construction. After a proposal is accepted by the BEUD, any deviations to accepted plans shall cause re-submittal to the BEUD. If construction of the electric distribution system is in progress at the time of plan changes, the BEUD reserves the right to halt construction until approval has been obtained.
- 3.7 Request for deviation or relief from any of the provisions of these specifications shall be submitted in writing to the DIRECTOR. The DIRECTOR may grant a variance if not in conflict with the spirit and intent of the specifications.
- 3.8 If request for deviation has been submitted, the requested party shall not proceed with any construction or installation of assemblies without the written permission of all applicable approving authorities.
- 3.9 As a minimum, design and layout shall meet the scale requirements referred to above in **Section 3.4**. In addition, the following principles shall be adhered to when submitting any utility proposal:
- 3.9.1 All proposed conduit, transformers, junction boxes, streetlights and other appurtenances are to be clearly represented on the plans.
- 3.9.2 Designated utility design sheets shall be void of contour lines or symbology that conflicts with plan review by the BEUD.



## **BEUD CONSTRUCTION SPECIFICATIONS**

### **3.10 LOCATION OF BEUD FACILITIES**

- 3.10.1 If the development is a “Subdivision”, all BEUD facilities will be located on the front lot line and will be placed 8’ back of ROW unless otherwise specified. All risers, transformers, junction boxes will be located on the lot lines and per the BEUD layout. Street lights will be placed at every intersection and per BEUD layout. All conduit sizes will be per the BEUD layout. **DS 1402**
- 3.10.2 All facilities shall be located within a Utility Easement. The easement shall be a minimum 20’ in width. DEVELOPER is responsible for coordinating with the other City of Bentonville departments for location of other city utilities.
- 3.10.3 If the development is a “Large Scale Development”, the ENGINEER will coordinate with the BEUD for the conduit size, location of the transformer, and meter requirements/location.
- 3.10.4 Any newly constructed structure shall be located 20’ away from the face of BEUD 15KV poles and 50’ away from face of 69KV/161KV poles unless BEUD approval has been obtained. Fencing must be 5’-0” away from poles.
- 3.10.5 **All cranes, scaffolding, and other construction equipment must maintain a minimum of 10’ away from any energized 15KV overhead conductor per current OSHA standards.**
- 3.10.6 Contact BEUD at 479-271-3135 before performing ANY grading within 5’ of existing or proposed equipment. Failure to contact BEUD will result in charges to Contractor.
- 3.10.7 Any vegetation must be a minimum of 10’ away from the closest distribution conductor and 50’ away from the closest transmission conductor.
- 3.10.8 Electric meter must be located in line of sight from source device.
- 3.10.9 Concrete/asphalt shall not be placed within 1’ of pole unless approved by BEUD.
- 3.10.10 Residential / commercial style fences, fire hydrants, communications pedestals, and other similar devices must maintain a minimum separation of 5’ from poles.
- 3.10.11 Service equipment must be surface mounted on building. Embedding or covering equipment is not allowed.
- 3.10.12 Please refer to Bentonville Subdivision Code Section 1400.12 (as currently amended), Landscaping Location and Utility Clearances, for requirements of tree plantings around buried utility lines and utility equipment.



## **BEUD CONSTRUCTION SPECIFICATIONS**

### **3.11 PLAN APPROVAL**

- 3.11.1 Construction plans shall be submitted to city departments via eTrakit.
- 3.11.2 These proposals shall meet approval by all officials before construction can begin. Prior to construction, the responsible ENGINEER will be required to schedule a pre-construction meeting with the ENGINEERING DEPARTMENT. The CONTRACTOR and SUB-CONTRACTORS must attend this meeting.

### **3.12 PREPARATION OF PLANS**

- 3.12.1 All plans, specifications and construction procedures shall conform to the standards as established by the BEUD. All plans and specifications shall be prepared under the supervision of a professional ENGINEER registered in the State of Arkansas. The ENGINEER'S seal and signature shall be affixed to the plans before BEUD approval.

## **SECTION 4 INSPECTION**

- 4.1 This section covers the requirements of inspection for the construction of electric distribution facilities for both "Subdivisions" and "Large Scale Developments".
- 4.2 The Responsible ENGINEER who prepared and submitted the construction plans and specifications shall be responsible for construction layout, general direction, resident inspection and final inspection as described in more detail in the following sections. Continuous project responsibility shall be an express condition of plan approval. The ENGINEER'S responsibility shall extend through final inspection approval.
- 4.3 All electric distribution facilities proposed shall be constructed by a licensed utility CONTRACTOR with the correct classification and inspected by the responsible ENGINEER as defined under definitions. Inspection shall consist of, but not be limited to, periodic visits to the construction site to observe the progress and quality of the executed work to determine if the work is proceeding in accordance with the approved plans and specifications and with the standards set forth by the BEUD. Any defects, deficiencies or irregularities in the work found by the ENGINEER or by the RESIDENT INSPECTOR shall be reported to the CITY INSPECTOR. Such action, as deemed appropriate, and as approved by the DIRECTOR, shall be taken to correct such deficiencies. All work performed, shall always be subject to general inspection by the DIRECTOR or representative. The frequency of visits and the number of hours required for the BEUD personnel shall be governed by the quality of inspection being performed by the ENGINEER and RESIDENT INSPECTOR.
- 4.4 If deemed necessary by the DIRECTOR to insure conformance with the approved plans and specifications, full time resident inspection may be required during all or





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part of the project and shall be performed by qualified personnel under the direct supervision of the ENGINEER. The name(s) of the RESIDENT INSPECTOR shall be furnished to the BEUD; any changes shall be submitted to the BEUD in writing with all contact information included. It shall be the responsibility of the RESIDENT INSPECTOR to safeguard the BEUD'S interest by checking the construction work for compliance with the approved plans, specifications and other standards. The responsible ENGINEER shall provide an inspector for each location within a project that would use more than one conduit laying crew (e.g. two conduit laying crews on two different sites, two inspectors, one for each site). The CITY INSPECTOR or BEUD representative and the RESIDENT INSPECTOR shall witness all test procedures. The RESIDENT INSPECTOR shall provide a documented report of results, conditions, and time of test to the BEUD for its use and approval. If the CONTRACTOR intends to work outside of the normal work schedule or on a holiday, the RESIDENT INSPECTOR shall be required to be on the job site at all times. **See Section 2.**

- 4.5 ENGINEER shall call for an inspection of primary and secondary trench to ensure proper depth and bedding is placed. ENGINEER shall notify ENGINEERING DEPARTMENT 24 hrs prior to schedule the inspection.
- 4.6 Any defects, deficiencies or irregularities shall be reported to the ENGINEER. A job diary shall be kept, outlining all aspects of the construction project and shall be made available to the BEUD upon request.

## **SECTION 5 FINAL INSPECTION PROCEDURES**

- 5.1 Before acceptance of new construction involving electric distribution systems, a physical site inspection will be scheduled by the CITY ENGINEER referred to as a "Final Inspection".
- 5.2 If the development is a "Subdivision", all lot corners shall be in place and witnessed by a survey marker. Said marker shall bear the number of the respective lot it represents. If lot lines do not coordinate with newly constructed utilities, it shall be the DEVELOPER'S responsibility to make the appropriate adjustments. If said situation exists at time of final inspection, approval shall be withheld until lot lines and utility locations coordinate.
- 5.3 CONTRACTOR shall notify BEUD a minimum of 30 days before electric facilities are required for BEUD to coordinate the work. If sufficient time is not given to BEUD, installation of electric facilities will be delayed.
- 5.4 CONTRACTOR shall pick up all designed material same day (no as-needed arrangements). CONTRACTOR shall give 24-hour notice for the pickup of materials. No material shall be received without the material pick up sheet properly filled out



## **BEUD CONSTRUCTION SPECIFICATIONS**

- and signed. Transformer pads must be level and the earth pad compacted to prevent settling of equipment. Conduit shall be stubbed up in the block out in the transformer pad and extend three feet (3') above finished grade and capped per Section 10.2.6 and 10.2.8.
- 5.5 Junction box sleeves and switchgear vaults will be installed by the CONTRACTOR at the location shown on the layout per BEUD.
- 5.6 Street light foundations shall be located per the BEUD layout, level, and the 2" conduit shall be located in the center of the anchor bolt circle. Refer to **DS 1415/1416** for anchor bolt pattern and orientations. DEVELOPER shall pay for streetlights before a PRECON is granted.

## **SECTION 6 DELINEATION OF RESPONSIBILITIES**

- 6.1 This section covers the delineation of responsibilities between the DEVELOPER and BEUD during the construction process.
- 6.2 CONTRACTOR shall be always responsible for area prior to acceptance by City. CONTRACTOR shall take all precautions to prevent damage to the existing electrical distribution system by activities of other trades and utilities.
- 6.3 CONTRACTOR shall pick up all designed material same day (no as-needed arrangements). CONTRACTOR shall give 24-hour notice for the pickup of materials. No material shall be received without the material pick up sheet properly filled out and signed. Once materials are signed for by the CONTRACTOR, they become the responsibility of the CONTRACTOR. BEUD is not responsible for any theft or vandalism of material once received and signed for.
- 6.4 If the development is a "Subdivision" the DEVELOPER is responsible for the following:
- Trench, provide, and install all conduit runs (primary, secondary, and streetlight)
  - Prepare dirt pad and install prefabricated concrete pads for single phase transformers (provided by BEUD)
  - Install secondary pedestals (provided by BEUD)
  - Install JB Comcast sleeves for any primary junction boxes (provided by BEUD)
  - Prepare earth pad and pour concrete pad for any three phase transformers
  - Provide and install vault for any switchgear
  - Provide stub outs a minimum of 5' from transformers and secondary pedestals to future lots (marked with t post painted red)
  - Provide mule tape per 20.4.8, 2' longer than stub out, secured to conduit cap.
  - Provide streetlight foundations with anchor bolts, nuts, washers, and any associated streetlight conduit



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- Provide 4-mil polyethylene, 3” wide detectable warning tape, red with black lettering, imprinted with “Caution-Buried Electric Cable Below” above conduits
  - Cost of switchgears and streetlights
- 6.5 It is the CONTRACTOR’S responsibility and imperative that all devices be installed at final grade. If device is not installed final grade, final approval will NOT be given, and the CONTRACTOR shall be responsible for correcting all substandard installments.
- 6.6 BEUD responsible items for a “Subdivision”:
- BEUD will design the layout of the development (conduit location and size, device location, street light location, etc.) during the preliminary plat process
  - Once development has been inspected and accepted by BEUD and approved by CITY COUNCIL, BEUD will install wire and devices and energize equipment.
  - BEUD will install street lights once they have been paid for by DEVELOPER. Street lights must be paid for before PRECON
- 6.7 DEVELOPER responsible items for a “Large Scale Development”:
- All items applicable to “Subdivision”, **See section 6.4.**
  - Metering installations. Type of meter will be coordinated during the Large Scale Development Submittal Process
  - DEVELOPER shall pay for 100% of the required street lights
- 6.8 BEUD responsible items for a “Large Scale Development”:
- All items applicable to “Subdivision”, **See section 6.6.**
  - Meter installations. Type of meter will be coordinated during Large Scale Development Submittal Process
  - BEUD will install street lights once they have been paid for by DEVELOPER. Streetlights must be paid for before PRECON.





## **BEUD CONSTRUCTION SPECIFICATIONS**

### **SECTION 7 GENERAL REGULATIONS FOR CONSTRUCTION PURPOSES**

7.1 This section outlines minimum construction procedures and standards for the installation of electric distribution systems.

#### **7.2 UNDERGROUND UTILITY NOTIFICATION**

7.2.1 It is the CONTRACTOR'S responsibility to notify "Arkansas One-Call" (811) two working days in advance of any excavation. Location of utility requests for surveying purposes will be charged to the requesting party. A notice of at least 2 full working days (normal work schedule) should be expected before locates are performed by the BEUD or BEUD contractor.

#### **7.3 ELECTRIC OUTAGES**

7.3.1 In the event that the CONTRACTOR must have the electric out of service, the CONTRACTOR shall notify the BEUD and any customers impacted of impending loss of service at least 72 hours in advance. All shutdowns shall be coordinated and scheduled by the BEUD.

#### **7.4 TRENCH DEWATERING**

7.4.1 The CONTRACTOR shall install dewatering systems as necessary that will be required to construct the proposed utilities in a manner that will prevent groundwater contamination. Must meet current City of Bentonville Storm Water Regulations.

#### **7.5 LOCATION, ALIGNMENT AND GRADE**

7.5.1 The conduit, junction boxes, switchgears, transformers, streetlights, and other appurtenances shall be constructed to conform to the location, line size, material, and grades specified or as shown on the Plans.

7.5.2 Horizontal and vertical control points will be established along or adjacent to the construction area. It shall be the responsibility of the CONTRACTOR to make necessary measurements from these control points in order to maintain the proper alignment and grade of the structures. The CONTRACTOR shall preserve all stakes and markers established by the ENGINEER.



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### **7.6 PUBLIC TRAVEL**

- 7.6.1 The CONTRACTOR shall plan and execute the work to assure minimal interference with normal flow of traffic and pedestrians.
- 7.6.2 The CONTRACTOR shall be responsible for making provisions for the safe and free passage of persons and vehicles over or around the construction site, both during and after working hours. Such provisions shall be satisfactory with the BEUD, State, County or local authority having jurisdiction within the area of work.
- 7.6.3 The CONTRACTOR shall notify applicable State, County or local authority before closing or obstructing any public highway, street or road. When state highways that are within the City of Bentonville are to be blocked or obstructed, the CONTRACTOR shall obtain an approved barricade plan from the authority having jurisdiction so that any traffic can be maintained over any construction work in a public highway, street or road. If traffic cannot be maintained on the alignment of the original roadbed or pavement, the CONTRACTOR shall maintain a detour around the construction area. Such detours shall be satisfactory with the BEUD, State, County or local authority.
- 7.6.4 The CONTRACTOR shall provide and maintain necessary barricades, signs, lights, personal safety equipment, and markers around the construction area to avoid any property damage or personal injury. The CONTRACTOR shall also provide qualified flagmen to direct traffic while working upon a highway, street or road over which traffic must pass.
- 7.6.5 Excavated areas within the traffic lanes of highways, streets or roads and pedestrian walkways shall be backfilled and compacted with SB2 immediately following conduit installation and the area opened to traffic. Repairs shall be made according to current City of Bentonville Street specifications.
- 7.6.6 The CONTRACTOR shall make the same provisions as described in **Section 7.6.2** for the passage of vehicular and pedestrian traffic between private property and public highways, streets and roads or other provisions that are satisfactory to the BEUD and the property owners involved.

### **7.7 SURFACE & SUBSURFACE STRUCTURES LOCATION AND PROTECTION**

- 7.7.1 The BEUD does not guarantee the accuracy or correctness of locations of subsurface structures. It shall be the responsibility of the CONTRACTOR to satisfy himself as to the actual location and nature of subsurface structures.



## **BEUD CONSTRUCTION SPECIFICATIONS**

- 7.7.2 The CONTRACTOR shall make necessary exploratory excavations to determine the location of underground structures such as pipes, drains, conduits, and other structures. The CONTRACTOR shall be responsible for contacting the respective utility of such structures before excavating in the vicinity of these structures and shall be guided by their instructions.
- 7.7.3 The CONTRACTOR shall provide adequate protection and support for all surface and subsurface structures or other facilities encountered during the progress of the work. Whenever such structures or facilities are in the same location as the proposed conduit or appurtenances thereto, the CONTRACTOR shall relocate or reconstruct or cause to be relocated or reconstructed, the structure or facility to the satisfaction of the BEUD and utility facility owner. Whenever requested by the BEUD or utility owner, the CONTRACTOR shall provide drawings and other plans for supporting or otherwise safeguarding surface and subsurface structures or other facilities which, in the opinion of the BEUD, or utility or facility owner, may be damaged as a result of the CONTRACTOR'S work.
- 7.7.4 The CONTRACTOR shall not stop or impede the flow in any pipe, sewer, surface or subsurface drain without making provisions for diverting the flow to the satisfaction of the BEUD.
- 7.7.5 If any utility facility or structure is damaged during the progress of the work, the CONTRACTOR shall immediately notify the appropriate owner. Repairs shall not be made by the CONTRACTOR without the prior approval of the utility facility or structure owner. The CONTRACTOR shall pay utility owners for the cost of repairing, relocating or replacing any facilities damaged by the CONTRACTOR. In addition, the CONTRACTOR shall provide all assistance available to the utility involved in making repairs under emergency conditions.
- 7.7.6 The CONTRACTOR shall not open any BEUD device.
- 7.7.7 All existing transformers, junction boxes, services, and appurtenances shall be blocked or tied in such manner so as to prevent displacement before excavating around these appurtenances.

## **7.8 PROTECTION OF VEGETATION**

- 7.8.1 The CONTRACTOR shall not remove or disturb any vegetation except that required for the execution of the work.
- 7.8.2 Unless otherwise specified in these specifications or in the plans, the CONTRACTOR shall replace all sod, shrubs, bushes, trees, and flowers disturbed or removed, that are located upon improved or landscaped public and private property. The CONTRACTOR shall replant vegetation and re-landscape or cause such to be





## **BEUD CONSTRUCTION SPECIFICATIONS**

performed throughout the work area as soon as possible after work is complete. All vegetation damaged during or after removal shall be replaced with healthy vegetation of the same kind or type. All plants shall be replanted in the original location. The CONTRACTOR shall maintain all such replanted vegetation by the application of water, fertilizers, and topsoil. The vegetation shall be cultivated to prohibit the growth of foreign vegetation until a "well developed" root system has been established and transplanted vegetation has overcome the "shock" resulting from transplanting. If any vegetation dies or becomes unhealthy, it shall be replaced by the CONTRACTOR. The contour of the ground shall be left as near the original contour as possible.

- 7.8.3 The CONTRACTOR shall stabilize all areas where ground surface has been disturbed by electric distribution construction activities to as good or better condition. The BEUD shall approve the method of stabilization.

### **7.9 EXCAVATION AND PREPARATION OF TRENCH**

- 7.9.1 The CITY INSPECTOR and "Arkansas One-Call System" shall be contacted before excavation shall begin.
- 7.9.2 All trench excavation side walls greater than 5' in depth shall be sloped, shored, sheeted, braced or otherwise supported by means of sufficient strength to protect the workers within them in accordance with the applicable rules and regulations established for construction by OSHA.
- 7.9.3 The trench shall be excavated to the alignment and grade specified and only so far in advance of the conduit placement as the BEUD shall permit. Trenches along public streets or roads shall be limited to 300' or less, or as permitted by the governmental authority having jurisdiction. The BEUD may reduce this limit in congested areas.
- 7.9.4 All trenches shall be backfilled immediately after proper installation of the conduit, warning tape, embedment, and appurtenances.
- 7.9.5 The trench width may vary and depend upon the depth and the nature of the excavated material encountered. The trench shall be of ample width to permit the conduit to be laid and connected properly and the backfill to be placed and compacted properly. Boulders, large stones, and other rock formation shall be removed to provide a clearance of at least 6" on each side of conduit.
- 7.9.6 The bottom of the trench shall be prepared to provide a uniform and continuous bearing and support for the conduit on solid undisturbed or compacted soil. **DS-1403/1404**
- 7.9.6.1 When the bottom of the trench is at sub-grade and is found to be unstable or includes ashes, cinders, refuse, other organic material, or large pieces of inorganic material,



## **BEUD CONSTRUCTION SPECIFICATIONS**

- that, in the judgment of the BEUD, should be removed, the CONTRACTOR shall remove all such material to the extent required by the BEUD.
- 7.9.6.2 When the excavation is carried below or beyond that specified or required due to conditions described in **Section 7.9.6.1**, the CONTRACTOR shall backfill the trench to the proper grade with approved backfill material specified by the BEUD, unless permitted by the BEUD to install the lines and appurtenances at the undercut grade. The backfill shall be accomplished in accordance with that specified by the DEPARTMENT or elsewhere herein.
- 7.9.7 The use of trench-digging machinery will be permitted except in places where operations of same will cause damage to trees, buildings, or other existing structures above or below the ground; in which case hand methods shall be employed.
- 7.9.8 Blasting for excavation will be permitted only after the CONTRACTOR secures the approval of the Fire Department and BEUD, and only when proper precautions are taken for the protection of persons and property. The Fire Department will approve the hours of blasting. Any damage caused by blasting shall be repaired by the CONTRACTOR at their expense. The method of transporting, handling, and storage of explosives and blasting procedure shall conform to Federal Regulations, local and state laws, municipal ordinances and shall be approved by the Fire Department in advance.
- 7.9.9 The CONTRACTOR shall comply with all federal, state and local laws or ordinances with respect to obtaining permits, the deposit of bonds, and all other provisions of such laws and ordinances.
- 7.9.10 In order to prevent caving when excavating in sand, gravel, sandy soil, or other unstable material the trench shall be adequately sheeted and braced. Where sheeting and bracing is used, the trench width may be increased accordingly. Trench sheeting shall remain in place until the conduit has been laid and jointed. Where slides or cave-ins occur, the CONTRACTOR shall, at his expense, provide proper bedding and support for the conduit to maintain line and grade.
- 7.9.11 All excavated material stored on the job site shall be stockpiled in a manner which will avoid blocking driveways, streets or sidewalks, and will not endanger workers, pedestrians or travelers. Gutters shall be kept clear or other satisfactory provisions shall be made for street drainage. If local conditions permit their re-use, all surface materials suitable for re-use in restoring the surface shall be kept separate from the general excavation material. Excess material and debris shall be removed promptly.
- 7.9.12 The CONTRACTOR shall remove the minimum amount of street, driveway, sidewalk, parking lot, or other pavement required to permit installation of the lines or appurtenances as approved and scheduled with the BEUD. The City of Bentonville



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Street Department shall require a saw cut for all pavement surfaces in straight lines before removal by the CONTRACTOR.

- 7.9.13 The CONTRACTOR shall maintain all temporary surfaces in good condition until permanent repairs are complete.

### **7.10 BORING REGULATIONS AND PROCEDURES**

- 7.10.1 The CONTRACTOR shall inspect the location where encasement structures are to be installed and become familiarized with the conditions under which the work will be performed and with all necessary details as to the orderly prosecution of the work. The omission of any details in the Plans and Specifications for the satisfactory installation of the work in its entirety, which may not appear herein, shall not relieve the CONTRACTOR of full responsibility.

- 7.10.2 The CONTRACTOR shall satisfy themselves of soil conditions by means they deem necessary; i.e., exploratory boring or exploratory pit excavations at tunnel ends. All such exploratory work shall be done in such a manner as to not jeopardize highway or railroad fill, and shall be satisfactorily backfilled and restored.

- 7.10.3 The size structure as shown on the Plans is considered as the "minimum acceptable size". If the CONTRACTOR deems that it would be to his advantage to install a larger structure, he may do so subject to the approval of the BEUD.

- 7.10.4 Encasement structures shall be installed at the grades and alignment shown on the Plans. Deviation shall be permitted only on approval of the BEUD.

- 7.10.5 When indicated by drawings and specifications, all street, road and highway crossings for water, sewer, or electric installed by the jacking and boring methods shall be in accordance with AHTD standards. Permits for all bores shall be obtained through the Street Department. Refer to permits and licenses **Section 7.10.12**

- 7.10.6 Excavation of approach pits and trenches within right-of-way of street, road or highway shall be of sufficient distance from paving to permit traffic to pass without interference. Tamp backfill for approach pits and trenches within right-of-way in layers not greater than 6" thick for entire length and depth of trench or pit. Compact backfill to 95% of maximum density obtained at optimum moisture as determined by **AASHTO T 180-57, Method A**. Mechanical tampers may be used after cover of 12" to 18" has been obtained over top of conduit.

- 7.10.7 All holes bored shall be bored to proper alignment and grade to within 2" of same diameter as largest outside joint diameter of conduit installed. All conduits shall be installed immediately after a bore has been completed. In no instance shall a bore hole be left open while unattended.





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- 7.10.8 In the event subsurface operations or any other construction operation results in failure or damage to pavement or any other City of Bentonville utility appurtenance, the CONTRACTOR shall repair or replace disturbed or broken area or utility appurtenance at no cost to the City of Bentonville.
- 7.10.9 Steel casing welds shall be full penetration single butt-welds in accordance with **AWWA C-205 and AWS D7-0-62.**
- 7.10.10 CONTRACTOR shall use Polywater Bonduit conduit adhesive for any HPDE to PVC joints. Use of PVC to HDPE quick connect coupling is acceptable if first approved by BEUD.
- 7.10.11 HDPE pipe shall be SDR 13.5 or equivalent. Any other sizes or types must be approved by BEUD prior to use.
- 7.10.12 Contact BEUD Street Department at (479) 271-3130, option 1 to obtain a Right-of-Way permit for any work that takes place in the City of Bentonville Right-of-Way. Please allow 48 hours for review and additional fees may be required.

### **7.11 WORK PERFORMED BY BEUD**

- 7.11.1 See **Section 6** for the delineation of work preformed by the CONTRACTOR and work preformed by BEUD.
- 7.11.2 If damage occurs to the existing electric distribution systems during construction, the BEUD, with its labor forces, will make all repairs to these systems. The CONTRACTOR shall be responsible for reimbursing BEUD for the cost of labor, equipment, materials and overhead.
- 7.11.3 If the BEUD assists the CONTRACTOR for any reason, the CONTRACTOR shall pay for the cost of this assistance, based on the cost of labor, equipment, materials and overhead.

### **7.12 CONFINED SPACES**

- 7.12.1 The CONTRACTOR'S attention is called to the requirements for entry into confined spaces as defined by the Current Edition of the **OSHA Standard for Permit Required Confined Spaces, 29 CFR 1910, and Subpart J, which is specifically incorporated herein by reference.**



## **BEUD CONSTRUCTION SPECIFICATIONS**

- 7.12.2 CONTRACTOR'S responsibilities for entry into any Permit Required Confined Space are:
- (a) CONTRACTOR shall obtain from BEUD any available information regarding any hazards of entry operations for a Permit Required Confined Space.
  - (b) When both BEUD and CONTRACTOR'S personnel are to work in or near a Permit Required Confined Space, CONTRACTOR shall coordinate such work with BEUD (as required in **29 CFR 1910, Subpart J**).
  - (c) CONTRACTOR shall inform BEUD of type of Permit Required Confined Space Program used by his employees.
  - (d) CONTRACTOR shall inform BEUD of any hazards confronted or created in a Permit Required Confined Space.
  - (e) CONTRACTOR is responsible for having knowledge of and complying with all requirements of **29 CFR 1910, Subpart J**.

### **7.13 PUBLIC EMPLOYEES RIGHT TO KNOW ACT**

- 7.13.1 The CONTRACTOR'S attention is called to the requirements of the **Hazard Communication Standard adopted by OSHA in 29 CFR 1910.1200 and State of Arkansas Act 556 of 1991, Ark. Code Ann. Sec 8-7-1101 et. Seq.: Public Employees Chemical Right to Know Act**.
- 7.13.2 The CONTRACTOR shall provide to the BEUD a list of all hazardous chemicals and a copy of appropriate Material Safety Data Sheet (MSDS) brought onto property. This information shall be supplied to the BEUD prior to any work being started.
- 7.13.3 The BEUD will provide the CONTRACTOR a list of hazardous chemicals at any City of Bentonville facility where work is being performed. The location and MSDS information prior to work being started will be provided. The CONTRACTOR will be responsible for disseminating the information to its employees.
- 7.13.4 The CONTRACTOR is reminded that other obligations are imposed upon employers by the above Standard and Act.

### **7.14 CLEAN-UP OF JOB SITES**

- 7.14.1 The CONTRACTOR shall remove all materials, equipment, tools, temporary structures, barricades, trees and other vegetation that have been cut or have died as a result of the work from both public and private property along the job site. There shall be no burning on the job site unless approved, in advance, by the Fire Department.



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### **SECTION 8      GENERAL INSTALLATION INFORMATION AND PROCEDURES**

8.1      The purpose of this specification is to outline the minimum requirements for the installation electric distribution systems.

#### **8.2      CONDUIT EMBEDMENT**

8.2.1      This section covers materials used for embedment of Primary, Secondary and CIC Conduit.

8.2.2      Unless otherwise specified herein or shown on the plans, embedment materials shall be restricted to **Class #67** type bedding.

8.2.3      For PRIMARY conduit, total cover shall be 48" from top of conduit to finished grade. Primary ditch shall have 6" of bedding directly over conduit and 4" of bedding below conduit.

8.2.4      For SECONDARY conduit, total cover shall be 24" from top of conduit to finished grade. Secondary ditch shall have 6" of bedding directly over conduit. Bedding is not required below secondary conduit.

8.2.5      For CIC applications, total cover shall be 48" from top of conduit to finished grade. CIC ditch shall have class 67 bedding 6" directly over conduit and 4" directly under conduit with the option of 18" of class 67 on top of CIC to ribbon.

8.2.6      CONTRACTOR must provide proof of material to match required specifications.

#### **8.3      COMPACTION**

8.3.1      All conduit backfill and soil under transformer pads shall be placed in layers of appropriate thickness and compacted using a mechanical, hydraulically-powered vibratory trench compactor or other equivalent equipment. Trench or transformer earth pad backfill is subject to density test as deemed necessary.

8.3.2      In areas where the trench crosses a street, parking lot or driveway, SB-2 crushed stone trench backfill shall be compacted to a minimum of 95% of that of the adjacent soils. **(ASTM D1557-78)**. A minimum of one compaction test per crossing is required.

8.3.3      Ditch line compaction shall follow immediately after trench backfill. Topsoil shall be placed and shaped leaving the ditch line slightly rounded above existing grade.





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### **SECTION 9 ELECTRIC DISTRIBUTION SYSTEM GENERAL INFORMATION**

- 9.1 All trenching shall comply with federal, state, and local regulations.
- 9.2 All primary conduit runs shall have a minimum of 48" of cover from the top of conduit to final grade. All secondary and streetlight conduits shall have a minimum of 24" of cover from the top of conduit to final grade. **DS 1403 & 1404**
- 9.3 When 48" depth for primary conduit cannot be achieved due to field conditions, red dyed concrete shall be installed around the full length of conduit that cannot achieve proper depth. Refer to 10.11.9 for full specifications regarding red dyed concrete.
- 9.4 4-mil polyethylene, 3" wide detectable warning tape, red with black lettering, imprinted with "Caution – Buried Electric Cable Below" shall be placed 18" above primary conduit and 12" above secondary conduit.
- 9.5 Trench shall be excavated at the location indicated on BEUD's approved electrical design drawing(s). In certain instances, BEUD may choose to stake the trench location at the site.
- 9.6 BEUD will not accept responsibility for any trenching done prior to obtaining BEUD's approved electric design drawing(s) and/or field indication of the trench location.
- 9.7 The DEVELOPER must notify BEUD of the schedule for trenching and backfilling to coordinate cable installation by BEUD.
- 9.8 Transformers shall be located in accordance with applicable insurance regulations and fire codes. **DS 1410**

### **SECTION 10 ELECTRIC DISTRIBUTION MATERIALS**

- 10.1 These material specifications are intended to set a standard of quality and design for all materials used in the construction of electric distribution and appurtenances. Materials shall be of types listed in these specifications. Materials not specifically authorized in these specifications are forbidden for use in the system unless prior approval is obtained in writing from the DIRECTOR.



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### **10.2 CONDUIT**

- 10.2.1 Developer shall provide and install the conduit in accordance with the layout provided on BEUD's approved electrical layout drawings. Any changes to the layout must be approved by DIRECTOR in writing prior to installation.
- 10.2.2 The size and number of conduits shall be specified on the layout drawings. All conduits shall be furnished and installed by the CONTRACTOR. Additional conduits may be required for the occupancy of the other utilities.
- 10.2.3 All conduit runs shall be schedule 40, electrical grade, rigid PVC, nonmetallic and of standard trade size (2", 3", 4", 5" or 6").
- 10.2.4 Primary Conduit elbows must be long sweep. Secondary Conduit elbows must be short sweep.

| <b>Minimum Radius Sweep</b> |                |                  |
|-----------------------------|----------------|------------------|
| <b>Conduit Size</b>         | <b>Primary</b> | <b>Secondary</b> |
| <b>2"</b>                   | NA             | 9.5"             |
| <b>3"</b>                   | 48"            | 13"              |
| <b>4"</b>                   | 48"            | 16"              |
| <b>5"</b>                   | 60"            | NA               |
| <b>6"</b>                   | 60"            | NA               |

- 10.2.5 Conduit shall be run in a straight and level path. There shall be no abrupt changes in conduit direction, (elevation or sideways) except for bends at pad mounted equipment and for turning-out service lateral conduits to lots or as required per the electric layout. Spacers shall be used where necessary to maintain direction, plumb or spacing of conduit.
- 10.2.6 All joints are to be cemented and both ends of the run are to be capped (but not glued) with industry approved PVC cap (NO DUCT TAPE) to ensure the conduit remains clean and dry. The ends shall be marked at a point above final grade with a t-post painted red.
- 10.2.7 A 1,250-lb mule tape shall be installed by the CONTRACTOR for BEUD use in ALL bore pipe installations and ALL conduit runs 600 ft and over. Mule tape shall be secured on each end of the run. CONTRACTOR shall correct any failure of the mule tape.



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- 10.2.8 When mule tape is provided, approved conduit cap shall be Cantex poly plug with pulling eye (Part #5315258 – 2”, 5315260 – 3”, 5315262 – 4”). Secure mule tape to pulling eye on conduit cap before placing cap on conduit. For all other conduits, provide conduit caps per 10.2.6
- 10.2.9 CONTRACTOR shall pull a mandrel through each conduit to check and clear blockage. Mandrel shall be furnished by CONTRACTOR.
- 10.2.10 All primary conduits and stub-ups shall be identified with red spray paint before backfill of ditches and stub-ups shall be 90° to the ground. **DS 1419C**
- 10.2.11 For applications approved and designed by BEUD, CIC conduit may be installed for PRIMARY. The following are guidelines that determine feasibility to use CIC
- Single phase applications only
  - Maximum length of 600’ between devices
  - Contractor must have personnel on site available to assist with CIC installation.
  - Contractor must provide one week’s notice to schedule BEUD to install CIC.
  - 6”, schedule 80 sleeves for all road crossings extending to both ends of ROW
- 10.2.12 No heated bends shall be used in any run of primary or secondary conduit.
- 10.3 SINGLE PHASE TRANSFORMER PADS LESS THAN 100 KVA**
- 10.3.1 CONTRACTOR shall pick up all designed material same day (no as-needed arrangements). CONTRACTOR shall give 24-hour notice for the pickup of materials. No material shall be received without the material pick up sheet properly filled out and signed.
- 10.3.2 Soil (or Class 67 bedding) beneath transformer pad shall be properly compacted to prevent settling of equipment. CONTRACTOR is responsible for ensuring level pads are prepared.
- 10.3.3 Transformer pad opening shall face the street. From the street side, primary conduit shall be stubbed up in the opening on the right-hand side and secondary conduit shall be stubbed up in the opening on the left-hand side. Conduits shall extend three feet (3’) above finished earth grade and capped (but not glued) off to prevent debris from entering conduit. Only approved conduit caps will be allowed (NO DUCT TAPE). **DS 1405 & 1406**





## **BEUD CONSTRUCTION SPECIFICATIONS**

- 10.3.4 CONTRACTOR shall stub out service conduits a minimum of 5' from transformer in the direction of future structure. See detail **DS-1405** for minimum distance stub out shall be located from property line. Provide mule tape per 20.4.8, 2' longer than stub out, secured to conduit cap. Conduits shall be marked below grade with a red t-post. Refer to Sec. 6.4
- 10.3.5 There shall be a 120" x 42" clear work area on the access side of the transformer.
- 10.3.6 BEUD will provide and install transformer and associated wiring / terminations, unless otherwise CT metered.
- 10.4 SINGLE PHASE TRANSFORMER PADS 100 KVA AND LARGER**
- 10.4.1 CONTRACTOR shall pick up all designed material same day (no as-needed arrangements). CONTRACTOR shall give 24-hour notice for the pickup of materials. No material shall be received without the material pick up sheet properly filled out and signed.
- 10.4.2 Soil (or Class 67 bedding) beneath transformer pad shall be properly compacted to prevent settling of equipment. CONTRACTOR is responsible for ensuring level pads are prepared. **DS 1405**
- 10.4.3 Transformer pad opening shall face street. From street side, primary conduit shall be stubbed up in the opening on the right-hand side and secondary conduit shall be stubbed up in the opening on the left-hand side. Conduits shall extend three feet (3') above finished earth grade and capped (but not glued) off to prevent debris from entering conduit. Only approved conduit caps will be allowed (NO DUCT TAPE). **DS 1405 & 1407**
- 10.4.4 CONTRACTOR shall stub out service conduits a minimum of 5' from transformer in the direction of future structure. See detail DS-1405 for minimum distance stub out shall be located from property line. Provide mule tape per 20.4.8, 2' longer than stub out, secured to conduit cap. Conduits shall be marked above grade with a red t-post. Refer to Sec. 6.4
- 10.4.5 There shall be a 120" x 48" clear work area on the access side of the transformer.
- 10.4.6 BEUD will provide and install transformer and associated wiring / terminations unless otherwise CT metered.



## **BEUD CONSTRUCTION SPECIFICATIONS**

### **10.5      45-1000 kVA THREE PHASE TRANSFORMER PADS**

- 10.5.1      CONTRACTOR shall supply an 84" x 96" x 18" thick reinforced concrete pad with a 54" x 18" opening. **DS 1408**
- 10.5.2      Soil (or Class 67 bedding) beneath transformer pad shall be properly compacted to prevent settling of equipment. CONTRACTOR is responsible for ensuring level pads are prepared.
- 10.5.3      All concrete forms and related conduits must be inspected prior to pouring. CONTRACTOR shall call ENGINEERING DEPARTMENT 24 hours in advance to schedule an inspection.
- 10.5.4      Concrete pad must be a slick finish. A broom finish will not be accepted.
- 10.5.5      Primary conduit shall be stubbed up in the opening on the primary side (left) and secondary conduit shall be stubbed up in the opening on the secondary side (right) (compartments are not equal size). Conduits shall extend three feet (3') above finished earth grade and capped (but not glued) off to prevent debris from entering conduit. Only industry approved conduit caps will be allowed (NO DUCT TAPE). **DS 1408**
- 10.5.6      CONTRACTOR shall provide a 12" long #4 rebar stubout in the terminal compartment.
- 10.5.7      All forms or lifting eyes, inside and out, are required to be removed upon completion.
- 10.5.8      Finished grade shall be 3" below the top of the transformer pad and graded away from the pad.
- 10.5.9      There shall be a 120" x 84" clear work area in front of doors of the transformer.
- 10.5.10      BEUD will provide and install transformer and associated wiring / terminations. If CT Metered, see Metering Section for delineation of responsibilities.

### **10.6      1500-2500 kVA THREE PHASE TRANSFORMER PADS**

- 10.6.1      CONTRACTOR shall supply an 84" x 96" x 18" thick reinforced concrete pad with a 58" x 18" opening. **DS 1409**
- 10.6.2      Soil (or Class 67 bedding) beneath transformer pad shall be properly compacted under to prevent settling of equipment. CONTRACTOR is responsible for ensuring level pads are prepared.



## **BEUD CONSTRUCTION SPECIFICATIONS**

- 10.6.3 All concrete forms and related conduits must be inspected prior to pouring. EOR shall call ENGINEERING DEPARTMENT 24 hours in advance to schedule an inspection.
- 10.6.4 Concrete pad must be a slick finish. A broom finish will not be accepted.
- 10.6.5 Primary conduit shall be stubbed up in the opening on the primary side (left) and secondary conduit shall be stubbed up in the opening on the secondary side (right) (compartments are not equal size). Conduits shall extend three feet (3') above finished earth grade and capped (but not glued) off to prevent debris from entering conduit. Only approved conduit caps will be allowed (NO DUCT TAPE). **DS 1409**
- 10.6.6 CONTRACTOR shall provide a 12" long #4 rebar stubout in the terminal compartment.
- 10.6.7 All forms or lifting eyes are required to be removed upon completion.
- 10.6.8 Finished grade shall be 3" below the top of the transformer pad and graded away from the pad.
- 10.6.9 There shall be a 120" x 84" clear work area in front of doors of the transformer.
- 10.6.10 BEUD will provide and install transformer and associated wiring / terminations. If CT Metered, see Metering Section for delineation of responsibilities.

### **10.7 SWITCHGEAR VAULTS**

- 10.7.1 CONTRACTOR shall provide and install a 116" x 76" x 72" deep reinforced concrete box, with a 126" x 86" x 12" deep (with a 90" x 50" opening centered in the footing) reinforced footing. Footing shall be reinforced with #4 @ 12" each way. **DS 1420**
- 10.7.2 Class 67 bedding shall extend from the bottom of vault holes (to support the conduit entering the vault) to 12" below concrete footing.
- 10.7.3 CONTRACTOR shall install sealant between foot and bottom section of vault as well as between top and bottom section of vault to help prevent moisture from entering vault.
- 10.7.4 Finished grade shall be 6" below the top of the vault and the surrounding area must be graded to drain away from the vault.





## **BEUD CONSTRUCTION SPECIFICATIONS**

- 10.7.5 Vault holes shall be 8" diameter and arranged per **DS 1420**. Developer shall individually cover unused conduit holes with partition blocks on the outside of vault and spray foam in 8" diameter hole on the inside. No industrial adhesive will be allowed to secure blocks to vault.

### **10.8 JUNCTION BOX SLEEVES**

- 10.8.1 All primary junction boxes, single phase or three phase, require a Concast sleeve to be installed under the equipment. **DS 1411 - 1413**
- 10.8.2 CONTRACTOR shall pick up all designed material same day (no as-needed arrangements). CONTRACTOR shall give 24-hour notice for the pickup of materials. No material shall be received without the material pick up sheet properly filled out and signed.
- 10.8.3 Location of the concrete sleeves shall be placed per BEUD's approved layout.
- 10.8.4 Finished grade shall be 3" below the top of the vault and the surrounding area must be graded to drain away from the vault.
- 10.8.5 There shall be a 120" x 78" clear work area in front of door side of the junction box.
- 10.8.6 BEUD will provide and install junction boxes and associated wiring / terminations.

### **10.9 SECONDARY PEDESTALS**

- 10.9.1 CONTRACTOR shall pick up all designed material same day (no as-needed arrangements). CONTRACTOR shall give 24-hour notice for the pickup of materials. No material shall be received without the material pick up sheet properly filled out and signed. **DS 1414**
- 10.9.2 Pedestals shall be buried to the fill line (17") from the base of the pedestal.
- 10.9.3 Conduit shall be cut off below access panels on the back of the secondary pedestal to allow room for training wire to terminal blocks of pedestal to allow installation of temporary services.
- 10.9.4 Backfill around secondary pedestal base must be class 67 stone. 4" of topsoil must be placed on top of the class 67 stone.
- 10.9.5 CONTRACTOR shall stub out service conduits a minimum of 5' from pedestal in the direction of future structure. See detail **DS-1414** for minimum distance stub out shall be located from property line. Provide mule tape per 20.4.8, 2' longer than stub out,



## **BEUD CONSTRUCTION SPECIFICATIONS**

secured to conduit cap. Conduits shall be marked above grade with a red t-post.  
Refer to Sec. 6.4

### **10.10 STREET LIGHT FOUNDATIONS**

- 10.10.1 CONTRACTOR will install streetlight foundations according to the BEUD's approved electrical design layout.
- 10.10.2 If the development requires "Residential Street Lights", the foundations shall meet the following requirements:
- Streetlights will be placed at most intersections, at mid-block, and where specified by BEUD
  - Street lights will be placed in the center of the 5-foot green space, or 30" behind back of curb on lot line to center of light base.
  - Streetlight foundations shall be installed per **DS 1415**
- 10.10.3 If the development requires "Commercial Street Lights", the foundations shall meet the following requirements:
- Street lights will be placed at most intersections, and where specified by BEUD.
  - Street lights will be placed in the center of the 5-foot green space, or 30" behind back of curb on lot line.
  - Streetlight foundations shall be installed per **DS 1416**
- 10.10.4 In cases where BEUD deems that it is not possible to install the 22' decorative poles due to clearance issues with existing overhead powerlines, the City will provide a cobra head fixture on a wood pole at no cost to the developer.
- 10.10.5 Any exceptions, alterations or variances to the street light standards and specs must be pre-approved by DIRECTOR.

### **10.11 CONCRETE STANDARDS**

- 10.11.1 All concrete shall be 3,500 psi at 28 days. 1:2:4 mixture with 6 gal. max water content per sack of cement.
- 10.11.2 Portland Cement conforming to **ASTM C150, Type 1**, shall be used unless BEUD approves the use of other types.
- 10.11.3 Water used shall be clean and free from injurious amounts of oil, acids, alkalis, salt, organic matter, or other deleterious substances.



## **BEUD CONSTRUCTION SPECIFICATIONS**

- 10.11.4 Fine aggregate shall consist of clean, sound, properly graded sand conforming to **ASTM Standard C33 uniformly graded from 100% passing the 3/8" sieve to not more than 8% passing the Number 100 sieve.**
- 10.11.5 Coarse aggregate shall conform to **ASTM Standard D289**. Coarse aggregate may be either of two sizes, 1 1/2" and smaller or 3/4" and smaller.
- 10.11.6 Reinforcing shall be #4 at 12" each way, with a 12" #4 stubout in the terminal compartment for grounding.
- 10.11.7 Top of foundation to be a minimum 3" above finished grade and troweled to a slick finish. A broom finish will NOT be allowed.
- 10.11.8 All forms shall be removed before electric items are placed.
- 10.11.9 Red colored concrete encasement (when conduit depth for primary or secondary cannot be achieved) shall utilize a red pigment integrally mixed into the concrete. Refer to **DS-1404**
- 10.11.9.1 Dry shake or broadcast coloring agents are not to be used.
- 10.11.9.2 To achieve a "red" concrete using red dye (iron oxide), a mixture of 100 pounds per 8 cubic yards of concrete is required.
- 10.11.9.3 Provide 6" of concrete over primary conduit and extend 6" to either side of conduit.
- 10.11.9.4 Provide 6" of concrete over secondary/service conduit and extend 6" to either side of conduit.
- 10.12 RETAINING WALLS LESS THAN 3 FT.**
- 10.12.1 Retaining walls will be required around BEUD devices if slope within 5' of equipment changes more than 12" vertically, or there is a substantial vertical increase or decrease in elevation at the 5' boundary. This is per BEUD discretion.
- 10.12.2 All retaining walls installed around BEUD equipment must be approved by BEUD Engineering, even if not for BEUD Equipment.
- 10.12.3 Details are to be included in the Civil set of drawings stamped for Construction.



# PART II



## **BEUD SERVICE GUIDELINES**

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## **BEUD SERVICE GUIDELINES**

### **SECTION 20 GENERAL INFORMATION**

#### **20.1 GENERAL NOTES**

- 20.1.1 Where conflicts exist between this document and other applicable codes, the more stringent document shall apply.
- 20.1.2 Bentonville Electric Utilities Department will be referred to as BEUD throughout the remainder of this document.
- 20.1.3 Bentonville Building Inspections Department will be referred to as BI throughout the remainder of this document.
- 20.1.4 CONTRACTOR and CUSTOMER shall be interpreted as being interchangeable throughout the remainder of this document.
- 20.1.5 Contact Information for relevant departments / individuals:
  - a. BEUD – (479) 271-3135
  - b. BI – (479) 271-3125
  - c. Warehouse – (479) 271-3145
  - d. New Service Coordinator – (479) 271-3139
- 20.1.6 All work to be in accordance with latest version of National Electric Code and all City of Bentonville codes.
- 20.1.7 BEUD reserves the right to deem any rework of an existing installation acceptable based on existing field conditions.
- 20.1.8 Before beginning any underground work in the City of Bentonville, contact Arkansas One Call at 811 for locates of existing underground utilities.
- 20.1.9 All service-related inspections to be scheduled by BI (479-271-3125). BEUD will inspect and approve all yard lines, ditches, and temporary / permanent meter bases. BEUD will only set meter after approval of all inspections.
- 20.1.10 If service fails inspection, a red sticker will be applied to indicate need for re-inspection. Refer to **Section 20.6** for re-inspection fees.
- 20.1.11 Contact New Service Coordinator at 479-271-3139. Contractors are required to set up an on-site meeting prior to beginning work for any work on a service.
- 20.1.12 A licensed electrician shall perform all work.





## **BEUD SERVICE GUIDELINES**

- 20.1.13 The minimum size meter base allowed by BEUD for permanent service is 200A (a 100A main breaker in a 200A meter base is acceptable.)

### **20.2 GROUNDING**

- 20.2.1 All non-current carrying metallic parts to be effectively grounded.
- 20.2.2 CUSTOMER to furnish and install two (2) 5/8" x 8' driven ground rods, copper or copper clad in two (2) locations per NEC 250.53(A)(2). A UFER ground is an acceptable alternative to installing one (1) of the two (2) required ground rods. The UFER connection must be located adjacent to meter/main combo. The exposed UFER conductor is required to be a 5/8" x 8' copper/copper clad ground rod or #4 bare copper conductor. UFER ground must be ground rod or #4 bare copper. Rebar is not acceptable as a UFER grounding conductor unless approved by BEUD prior to installation.
- 20.2.3 Upper ends of ground rods shall be located 6" below grade but must be accessible for inspection. Ground rods shall be covered after inspection.
- 20.2.4 Ground rods shall be installed a maximum of 18" away from building veneer.
- 20.2.5 Connections to ground rods shall be made with 5/8" copper ground rod clamps. Clamps must be UL listed for direct burial in earth or concrete.
- 20.2.6 Ground rods to be connected by one continuous solid copper wire. For all structures, top of ground rods are to be driven a minimum of 6" below final grade. Ground rods shall not be covered until after inspection.
- 20.2.7 Grounding conductor must be installed in conduit from meter to ground level.
- 20.2.8 Supply minimum grounding conductors from service to ground rod as follows:
- a. All temporary services require a #6 solid copper grounding conductor.
  - b. 200A service requires #6 solid copper grounding conductor
  - c. 400A service requires #4 solid copper grounding conductor
  - d. CT Metered service requires #6 solid copper grounding conductor
  - e. Stranded is acceptable for #2 and greater copper grounding conductors
  - f. Grounding conductor must be continuous.

### **20.3 TRENCH**

- 20.3.1 All primary conduit runs shall have a minimum of 48" of cover from the top of conduit to final grade.
- 20.3.2 All service/secondary conduits shall have a minimum of 24" of cover from the top of conduit to final grade.



## **BEUD SERVICE GUIDELINES**

- 20.3.3 Provide 4-mil polyethylene, 3” wide warning tape, red with black lettering, imprinted with “Caution-Buried Electric Cable Below” placed 18” above primary conduit and 12” above service/secondary conduit.
- 20.3.4 BEUD will not accept responsibility for any trenching done prior to obtaining BEUD’s approval of the trench location.
- 20.3.5 Minimum width of any trench for primary conduit shall be 12”
- 20.3.6 With BEUD approval, if the terrain is rock, the minimum depth can be reduced to sixteen (16) inches with six (6) inches of concrete cover. Any concrete used as backfill must be dyed red, and trench must be inspected by BEUD before pouring. Refer to **Section 10.11.9** and **DS-1404**.

### **20.4 CONDUIT**

- 20.4.1 All conduit installed above grade as part of the service entrance must be schedule 80. All other conduit shall be schedule 40, electrical grade, rigid PVC, and non-metallic.
- 20.4.2 CONTRACTOR to provide and install all conduits from meter base to BEUD source point.
- 20.4.3 CONTRACTOR shall NOT install conduit to a pole until a standoff is installed by BEUD.
- 20.4.4 CONTRACTOR will provide conduit based on the following table:

| <b><u>Service Size</u></b>                              | <b><u>Conduit Size Provided by<br/>CONTRACTOR</u></b> |
|---------------------------------------------------------|-------------------------------------------------------|
| 100A (Irrigation, Sign, CATV, TELCO, BEUD approved use) | 2"                                                    |
| 200A                                                    | 3"                                                    |
| 200A (more than 3 sweeps)                               | 4"                                                    |
| 400A                                                    | 3"                                                    |
| 400A                                                    | 4" WHEN GREATER THAN 100<br>LINEAR FEET               |
| 600A and larger – single meter                          | SIZED BY<br>CONTRACTOR/ENGINEER                       |
| 600A and larger – multiple meters                       | SIZED BY BEUD                                         |

- 20.4.5 Conduit installations with more than three (3) 90-degree elbows in any one service must be approved by BEUD prior to installation.
- 20.4.6 Conduit shall be installed in a straight line from customer’s structure to BEUD facilities. There shall be no abrupt changes in conduit routing, with the exception of elbows installed



## **BEUD SERVICE GUIDELINES**

perpendicular to grade at pad-mounted equipment, power pole, or point of service at customer's structure. Coordinate with BEUD for non-standard installation.

- 20.4.7 All conduit joints shall be glued, and exposed end of the run shall be capped (not glued) with industry approved PVC cap to ensure conduit remains clean and dry. No Duct tape will be allowed. For PVC to HDPE joints, use Polywater Bonduit conduit adhesive.
- 20.4.8 Contractor to provide and install flat, woven, polyester pulling tape with a minimum tensile strength of 1,250 lb in service conduit for BEUD's use to install conductors. BEUD will coil and leave by meter base when done.
- 20.4.9 Mule tape must be taped to conduit and may not be tied to any existing BEUD facilities.
- 20.4.10 Conduit shall be clear of any internal obstructions. If BEUD is unable to pull service wire due to obstructions, the CONTRACTOR shall be held responsible and charged for loss of time by BEUD personnel.
- 20.4.11 If meter base is level or below ground level of BEUD source point, there shall be three (3) one-quarter inch (1/4") holes drilled in the conduit eighteen (18) inches above ground level at the structure.
- 20.4.12 CONTRACTOR shall stub up conduit into BEUD device:
- For transformer installations, conduit shall be flush with transformer foundation.
  - For secondary pedestal installations, conduit shall be cut off below access panels on back of secondary pedestal to allow room for training wire to terminal blocks of pedestal to allow installation of temporary services.
  - NOTICE: Contractor shall not install conduit stub ups in energized BEUD equipment without making an appointment to have BEUD personnel present. Failure to schedule an appointment will result in a re-inspection charge per **Section 20.6**.
- 20.4.13 When conduit must be reduced, one swedged reducer must be used directly below the meter base. Only one reduction in conduit size is allowed. **NO underground swedge allowed.**
- 20.4.14 Primary Conduit elbows must be long sweep. Secondary Conduit elbows must be short sweep. For applications that require primary conduit, refer to **DS-1403/1404** for details.

| <b>Minimum Radius Sweep</b> |                |                  |
|-----------------------------|----------------|------------------|
| <b>Conduit Size</b>         | <b>Primary</b> | <b>Secondary</b> |
| <b>2"</b>                   | NA             | 9.5"             |
| <b>3"</b>                   | 48"            | 13"              |
| <b>4"</b>                   | 48"            | 16"              |
| <b>5"</b>                   | 60"            | NA               |
| <b>6"</b>                   | 60"            | NA               |





## **BEUD SERVICE GUIDELINES**

20.4.15 All conduits shall be inspected prior to covering.

20.4.16 No heated bends allowed in service conduit unless approved in advance by BEUD.

### **20.5 BACKFILL**

20.5.1 For primary conduit, embedment materials shall be restricted to Class #67 type bedding. Installation of bedding shall be 4" under conduit and 6" over conduit. Refer to **DS-1403/1404**.

20.5.2 CONTRACTOR must provide proof of material to match required specifications to BEUD.

20.5.3 Backfill must be free of large rocks and other material that could damage the conduit. Rocks / stones larger than 4" in diameter shall not be used as backfill above crushed rock.

20.5.4 All trenches must be inspected by BEUD before backfilling. Any trench that is covered before inspection will be required to be uncovered for inspection.

20.5.5 Contractor to provide a minimum of one full working day notice with request for inspection to BEUD.

### **20.6 BEUD EQUIPMENT ACCESS / RESEAL CHARGE**

20.6.1 The electric meter is owned by BEUD and must not be disconnected, removed, or relocated except by authorized BEUD personnel.

20.6.2 All meters are sealed by BEUD. Tampering with the meter or with conductors carrying unmetered current and the unauthorized breaking of BEUD's seals is forbidden and will result in a reseal charge of \$200.

20.6.3 For a failed inspection, a re-inspection fee of \$150 will be applied per Ordinance 2018-36 or current revised version.

20.6.4 If CONTRACTOR needs to access equipment that is sealed by BEUD, contact the main office at 479-271-3135 to schedule an appointment to have the equipment opened. Schedule appointment a minimum of 24 hours in advance.

20.6.5 Failure to schedule an appointment for equipment access will result in a failed inspection and a re-inspection charge as listed in 20.6.3.

20.6.6 Contractor will be charged time, materials and equipment for any damage to BEUD equipment or earth foundation caused by installation of conduit stub ups.



## **BEUD SERVICE GUIDELINES**

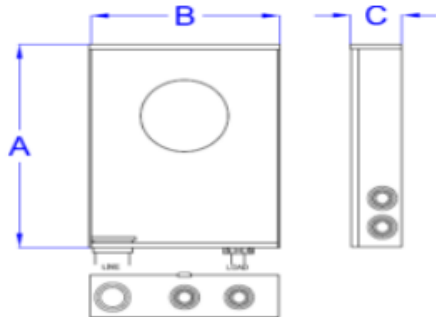
### **SECTION 21      METERING**

#### **21.1      GENERAL REQUIREMENTS**

- 21.1.1      Meter to be on the same side of the building as the source point unless approved by BEUD.
- 21.1.2      Meter shall be no more than 100' away from source point unless approved by BEUD. Charges will apply for any approved length beyond 100'.
- 21.1.3      Electric meter must be located in line of sight from source device.
- 21.1.4      Service equipment must be surface mounted on building. Embedding or covering equipment is not allowed unless approved by BEUD.
- 21.1.5      For all services, neutral connection is required to first means of disconnect unless otherwise approved by BEUD.
- 21.1.6      For all services, BEUD will provide the meter.
- 21.1.7      For existing buildings that have more than one service located on different sides of the building, label meter locations per NEC.
- 21.1.8      Permanent and temporary meter bases supplied by CONTRACTOR **must be ringless in type. Ringed type meter bases will not be accepted.** BEUD will provide a ringless meter base for any CT metered service.
- 21.1.9      An external shunt trip or disconnect is required on all new meter installations per Ordinance #2009-25 approved by City Council on March 10, 2009. Any service modifications will require that all current specifications and ordinance be applied. A meter/main combo will satisfy this requirement.
- 21.1.10      Buildings shall be allowed use of only one service voltage unless previously approved by BEUD.

## BEUD SERVICE GUIDELINES

21.1.11 CONTRACTOR to provide an approved meter base per the following table:



Notes:

\*\*ALL 3 PHASE METER BASES

ARE OH/UG WITH A BYPASS LEVER

| MINIMUM ACCEPTED METER CAN DIMENSIONS |       |     |       |                                |
|---------------------------------------|-------|-----|-------|--------------------------------|
| SINGLE PHASE                          |       |     |       |                                |
| SERVICE SIZE                          | A     | B   | C     | COMMENTS                       |
| 200A METER                            | 17"   | 13" | 4.5"  | METER SOCKET ONLY              |
| 100/200A COMBO                        | 25"   | 14" | 4.5"  | SPACE FOR UP TO FOUR BREAKERS. |
| 200A COMBO                            | 25"   | 14" | 5.25" | 200A MCB INCLUDED              |
| 320A COMBO                            | 36.5" | 15" | 5.5"  | 320A MCB INCLUDED              |

| THREE PHASE  |         |         |       |                     |
|--------------|---------|---------|-------|---------------------|
| SERVICE SIZE | A       | B       | C     | COMMENTS            |
| 200A         | 19"     | 13"     | 4.5"  | 200A METER SOCKET** |
| 320A         | 34.125" | 19"     | 6.5"  | 320A METER SOCKET** |
| 200A COMBO   | 34"     | 17.375" | 5.75" | 200A MCB INCLUDED   |

21.1.12 The following secondary voltages are generally available to customers in the City of Bentonville city limits, but BEUD should be contacted to verify the availability of all voltages.

- a. Single-phase, three-wire – 120/240V
- b. Single-phase, three-wire – 120/208V (available only where 120/240V is not available. Contact BEUD to discuss prior to permit application)
- c. Three-phase, four-wire – 120/208V
- d. Three-phase, four-wire – 277/480V

21.1.13 For any 120/208V single phase service, a fifth terminal is required in the meter base.

21.1.14 It is CONTRACTOR's responsibility to determine availability of specific voltage prior to beginning any work.

- a. If CONTRACTOR requests three-phase service to a space in a set of suites/units that is currently served with single-phase, CONTRACTOR shall be required to pay for the material and labor cost incurred by BEUD to upgrade the service.
- b. If CONTRACTOR requests three-phase service to an existing building that originally had single-phase, but the planned upgrades consider upgrade of the entire building to three-phase, there is no charge.
- c. Contact New Service Coordinator to clarify potential charges for a specific location.

21.1.15 All meter bases shall have load-side lugs and shall be capable of accepting up to 350 MCM wire.

21.1.16 Single-phase and three-phase services up to 400A will require a self-contained meter enclosure provided by Contractor. BEUD to provide meter only.





## **BEUD SERVICE GUIDELINES**

- 21.1.17 Any single phase or three-phase service greater than 400A shall be CT metered. BEUD to provide meter only.
- 21.1.18 It is CONTRACTOR's responsibility to account for the appropriate levels of secondary fault current to ensure that protective devices installed will be sized to safely withstand fault levels. Contact BEUD Engineering at 479-271-3135 if there are questions about the available fault current for a specific location.
- 21.1.19 The requirements for a freestanding meter rack, designed by a Structural PE, are detailed on **DS-1024**. If either of these options cannot accommodate the required electrical equipment, the developer must provide a custom meter rack design stamped by a Structural PE. This drawing must be submitted to BEUD for approval prior to including in the stamped construction drawing set.

## **SECTION 22 NEW SERVICE / UPGRADE PROCESS**

### **22.1 SETTING UP NEW SERVICE**

- 22.1.1 Contact BEUD New Service Coordinator at (479) 271-3139. CONTRACTOR is required to set up and attend an on-site meeting to discuss the service requirements.
- 22.1.2 After the on-site meeting, BEUD will design the necessary facilities and notify the electrician of the requirements to proceed.
- 22.1.3 The CONTRACTOR shall contact BI and complete the electrical permit for work to be performed, i.e. Temporary, Permanent, or Upgrade.
- 22.1.4 Coordinate with BI to schedule inspections at designated intervals of construction completion. Once the electrical work has been completed, the CONTRACTOR shall contact BI to schedule a final inspection. List of required inspection
  - a. Temporary service to be setup by Utility Billing
  - b. Service trench and conduit placement prior to covering
  - c. Permanent service
- 22.1.5 BEUD will visit the site to verify the electrical installation complies with all BEUD specifications.
- 22.1.6 BEUD will only set a meter after all electrical equipment has been installed
- 22.1.7 BEUD's policy is to set meters in order the inspections are received through Trakit, weather permitting.
- 22.1.8 BEUD will not energize a service or install a meter until all inspections are passed.



## **BEUD SERVICE GUIDELINES**

22.1.9 BEUD will place a red sticker in the event that the electrical installation does not comply with BEUD specifications and re-inspection fees will apply per section 20.6

22.1.10 When CONTRACTOR is ready for permanent service, follow steps 22.1.4 to 22.1.9.

### **22.2 SERVICE UPGRADE**

22.2.1 Contact BEUD New Service Coordinator at (479) 271-3139. CONTRACTOR is required to set up and attend an on-site meeting to discuss the upgrade.

22.2.2 After on-site meeting, BEUD will design the necessary facilities and notify the electrician of the requirements to proceed with the upgrade.

22.2.3 CONTRACTOR to follow steps 22.1.3 to 22.1.9 in SETTING UP NEW SERVICE.

## **SECTION 23 TEMPORARY SERVICES**

### **23.1 GENERAL – TEMPORARY SERVICES**

23.1.1 Contractor shall supply one temporary meter set per address for single family dwellings.

23.1.2 Temporary service must be placed in a manner that does not require it to be relocated prior to installing permanent power. Contractor will be billed any costs incurred by BEUD to relocate a temporary service.

23.1.3 Temporary service meter base shall not be attached to BEUD power poles.

23.1.4 CONTRACTOR shall call Arkansas One Call (811) for locates prior to installing temporary meter base to avoid hitting BEUD primary conductors with meter base post or ground rods.

23.1.5 CONTRACTOR to provide ditch or flex conduit from temporary meter base location to service point.

23.1.6 Temporary service conductors may not be larger than #2 AWG triplex - no splices allowed.

23.1.7 Ground rods for temporary meters must be removed by CONTRACTOR prior to final inspection.

23.1.8 In an emergency, an authorized BEUD representative may grant CONTRACTOR the right to run a temporary service in conduit across the top of the ground in order to re-energize a meter base with secondary power. CONTRACTOR shall make the necessary repairs to the permanent service path within 72 hours of the temporary being granted. If after 72 hours,



## **BEUD SERVICE GUIDELINES**

the permanent repairs have not been made, BEUD will disconnect service until repairs are made. Approval for this scenario must be given by an authorized BEUD representative.

### **23.2 OVERHEAD – TEMPORARY SERVICES**

- 23.2.1 If temporary meter base is on a CUSTOMER owned pole, CONTRACTOR must extend weatherhead to within 18" of BEUD termination point.
- 23.2.2 CUSTOMER owned pole shall be located a minimum of 10' and a maximum of 40' away from BEUD pole.
- 23.2.3 Refer to **DS-1001** for detail for a Braced Temporary Pole.

### **23.3 UNDERGROUND – TEMPORARY SERVICES**

- 23.3.1 CONTRACTOR to furnish conductors and flexible conduit along top of ground to BEUD source point.
- 23.3.2 Provide 3' of additional exposed conductors for termination, coiled up by device.
- 23.3.3 BEUD will terminate conductors to source point.
- 23.3.4 Temporary meter base to be located a minimum of 3', a maximum of 6' away from BEUD device.
- 23.3.5 Refer to **DS-1002** for underground temporary detail and acceptable locations for temporary and ground rods.

## **SECTION 24 SELF-CONTAINED SERVICE**

### **24.1 GENERAL – SELF-CONTAINED SERVICE**

- 24.1.1 This section applies to the following:
  - a. Single-phase self-contained service, 400A and below
  - b. Three-phase self-contained service, 400A and below
- 24.1.2 For self-contained service, BEUD to supply service wire, connectors, and meter. All other materials to be supplied and installed by CONTRACTOR.
- 24.1.3 For all new 200-400A residential services, a meter / main combo pack is required.





## **BEUD SERVICE GUIDELINES**

- 24.1.4 CONTRACTOR shall be responsible for making final connections from meter base (load side) to service main (line side). BEUD will provide and terminate secondary conductors from BEUD service point to meter base (line side).
- 24.1.5 For 480V self-contained services, BEUD requires a separate meter disconnect to be located between the meter and BEUD's equipment. Refer to **DS-1012**
- BEUD will provide this meter disconnect to CONTRACTOR to install.
  - CONTRACTOR to schedule pickup at Electric Warehouse. Contact Project Designer to request Work Order to schedule pick up of equipment.
  - Device will provide no overcurrent protection.
  - Enclosure shall be lockable and sealed under the exclusive control of BEUD.

### **24.2 OVERHEAD – SELF-CONTAINED SERVICE**

- 24.2.1 For overhead self-contained service, BEUD to supply service wire dead-end clamp.
- 24.2.2 CONTRACTOR shall provide eye bolt or mast clamp.
- 24.2.3 Services attached to a building must be structurally connected to the building using a minimum 3/8" eye bolt with 2 1/4" square washer, and service entrance must be rigid electrical conduit per NEC.
- 24.2.4 Service shall not be connected to meter riser unless mast is routed through the roof.
- 24.2.5 For services mounted on the side of the house, weatherhead must be installed a minimum of 3' and a maximum of 15' from the front corner of the house nearest BEUD service point.
- 24.2.6 Service entrance on a mast through the roof must be minimum 2" galvanized rigid electrical conduit.
- No couplings above the roof line.
  - BEUD reserves the right to require CONTRACTOR to upsize service mast conduit size based on secondary conductor tensions.
- 24.2.7 Contact BEUD for bracing/guying requirements for any mast that extends more than 3' above the roof.
- 24.2.8 For Residential applications, CONTRACTOR to provide service conductors with sufficient length to extend a minimum of 36" from the weatherhead.
- 24.2.9 For Commercial applications, CONTRACTOR to provide service conductors with sufficient length to extend a minimum of 48" from the weatherhead.
- 24.2.10 Neutral conductor must be insulated and identified in weatherhead. Un-insulated neutral conductors are not allowed.



## **BEUD SERVICE GUIDELINES**

- 24.2.11 **Screw in “house knob” style connections are not allowed.**
- 24.2.12 Refer to **DS-1005** for overhead applications with service attached to house.
- 24.2.13 Extend service mast through the roof for an overhead service when two feet (2') of clearance between service conductor and building cannot be maintained. Refer to **DS-1006**.
- 24.2.14 Refer to **DS-1008** for commercial overhead service

### **24.3 UNDERGROUND – SELF-CONTAINED SERVICE**

- 24.3.1 Refer to **Section 1** for trench/conduit and backfill requirements.
- 24.3.2 For 200A freestanding services, meter base shall be located a minimum of 10' and a maximum of 100' away from BEUD device. Refer to **DS-1011**
- 24.3.3 For CATV and TELCO applications that require a 100A prefabricated meter pedestal, Refer to **DS-1004**.
- 24.3.4 The bottom-left side of underground meter bases is reserved for BEUD use only. The CONTRACTOR's service must exit the meter base out the bottom-right, side, or back for underground meter bases. The CONTRACTOR's service conductor cannot exit the left side area of an underground meter base and shall not obstruct BEUD's bottom-left entry area into the base.
- 24.3.5 BEUD shall provide and install underground service wire for all self-contained meters.
- 24.3.6 CONTRACTOR to contact BEUD 24 hours in advance to schedule opening of devices to install service conduit. Access to BEUD devices without BEUD personnel present is strictly prohibited and will result in re-inspection fee per **Section 20.6**.
- 24.3.7 Refer to **DS-1007** for 200A residential underground service detail.
- 24.3.8 Refer to **DS-1010** and **DS-1011** for details for typical commercial applications.

### **24.4 MULTIPLE METER LOCATIONS – SELF-CONTAINED SERVICE**

- 24.4.1 All locations that utilize grouped meters in a meter pack arrangement shall be approved by BEUD prior to installation.
- 24.4.2 A meter pack is required on all multi-residential dwellings of two (2) units or more.
- 24.4.3 CONTRACTOR to provide and install all mechanical lugs necessary for conductor termination. These lugs are required to be installed before BEUD will energize service.



## **BEUD SERVICE GUIDELINES**

- 24.4.4 The CONTRACTOR shall submit a drawing of the proposed meter arrangement of apartment complex, duplex, or office suite showing addresses per the City of Bentonville Mapping Department with dimensions of meter pack arrangement.
- 24.4.5 CONTRACTOR shall label each meter with specific address information.
- 24.4.6 BEUD will verify address/suite label on meter pack corresponds to correct meter/main breaker on multipack. A separate fee applies for this verification step as established by current revision of approved Ordinance.

## **SECTION 25 CURRENT TRANSFORMER (CT) METERED SERVICE**

### **25.1 GENERAL – CT SERVICE**

- 25.1.1 Current transformer (CT) metering shall be required for the following scenarios:
- Single phase service greater than 400A
  - Three phase service greater than 400A
- 25.1.2 BEUD shall provide meter base, meter pedestal, meter, and associated CT and PT wiring. Customer to install CT metering pedestal provided by BEUD.
- 25.1.3 For single-phase transformers, CTs will cover two of the usable holes, leaving four positions for customer connections.
- 25.1.4 For three phase transformers, usable positions are available as follows:
- 45KVA - 5 positions
  - 75KVA – 7 positions
  - 150-1000 KVA– 11 positions
  - 1500-2500 KVA– 13 positions

### **25.2 OVERHEAD – CT SERVICE**

- 25.2.1 Refer to **Section 24.2** for applicable overhead requirements.
- 25.2.2 Maximum overhead service allowed is 800A.
- 25.2.3 CT Cabinet required for any overhead CT service. Provide per the following table:

| <b>Overhead Wall Mounted (208V or 480V)</b> |             |                    |                  |             |
|---------------------------------------------|-------------|--------------------|------------------|-------------|
| <b>Amperage</b>                             | <b>Manf</b> | <b>Part Number</b> | <b>H x W x D</b> | <b>DS #</b> |
| 600                                         | AMP         | BEDCT6-4L-PGRY     | 48"x36"x15"      | DS-1020     |
| 800                                         | AMP         | BEDCT8-4L-PGRY     | 48"x36"x15"      | DS-1020     |





## **BEUD SERVICE GUIDELINES**

- 25.2.4 BEUD will supply conductor to weatherhead.
- 25.2.5 CONTRACTOR shall provide all load conductors from weather head to CUSTOMER service equipment.
- 25.2.6 BEUD will terminate service at transformer, connection at weatherhead and source side of conductor in CT Cabinet.
- 25.2.7 CONTRACTOR shall terminate all load side conductors in CT cabinet and provide all conductors from CT cabinet to service equipment.
- 25.2.8 Point of attachment for service shall be located a minimum of 18” and a maximum of 36” from weatherhead.
- 25.2.9 CONTRACTOR responsible for terminating conductors at CUSTOMER service equipment.
- 25.2.10 Refer to **DS-1013** for overhead commercial service details.
- 25.2.11 Line conductors shall enter on top left of CT cabinet.
- 25.2.12 Load conductors shall exit on bottom right or side of CT cabinet.

### **25.3 UNDERGROUND – CT SERVICE**

- 25.3.1 CONTRACTOR shall supply all secondary runs from BEUD transformer to service entrance when CTs are installed in the transformer. Customer shall not install customer owned wire before transformer is set by BEUD.
- 25.3.2 CONTRACTOR to provide 2” PVC schedule 80 conduit, 24” deep conduit from transformer pad to meter pedestal location. Meter pedestal must be 12” from edge of transformer pad and 48” from face of transformer pad. Refer to **DS-1417 / 1417-1**
- 25.3.3 CONTRACTOR to provide bare #6 copper wire buried in same trench beside 2” conduit with six feet (6’) of length coiled at each end. Refer to **DS-1417 / 1417-1**
- 25.3.4 For all underground three phase CT metered services, CONTRACTOR is responsible for providing and terminating the 2-hole compression lugs along with **silicon bronze** hex nuts, (2) flat washers, (1) lock washer and hex bolts of required length torqued to 46 ft lbs.



## **BEUD SERVICE GUIDELINES**

### **25.4 UNDERGROUND – CT SERVICE WITH AUXILIARY ENCLOSURE**

- 25.4.1 A CONTRACTOR supplied CT cabinet shall be required for an underground service when the development is served from a transformer that has multiple accounts.
- 25.4.2 CT cabinets 600A-1200A shall be wall mounted. Refer to **DS-1014** to installation details.
- 25.4.3 CT cabinets 1600A and greater shall be pad mounted. Refer to **DS-1015** for foundation and installation details.
- 25.4.4 BEUD shall provide meter, meter base, CTs, and associated CT and potential wiring.
- 25.4.5 CONTRACTOR shall provide and install CT cabinet, main disconnect, mounting frame, and ground rod. CONTRACTOR shall install meter base (provided by BEUD) in location requested by BEUD.
- 25.4.6 CONTRACTOR shall provide and install line and load lugs in CT cabinet.
- 25.4.7 CONTRACTOR shall supply load conductors.
- 25.4.8 BEUD will supply and terminate line conductors on the transformer side and the line side of the CT cabinet.
- 25.4.9 CONTRACTOR will terminate load side of CTs and conductor at CUSTOMER service equipment.
- 25.4.10 CONTRACTOR shall provide CT cabinet per the following table:

| <b>Underground Wall Mounted (208V or 480V)</b> |             |                     |                  |             |
|------------------------------------------------|-------------|---------------------|------------------|-------------|
| <b>Amperage</b>                                | <b>Manf</b> | <b>Part Number</b>  | <b>H x W x D</b> | <b>DS #</b> |
| 600                                            | AMP         | BEDSB6-4-A-CT-PGRY  | 48"x33"x12"      | DS-1021     |
| 800                                            | AMP         | BEDSB8-4-A-CT-PGRY  | 48"x33"x12"      | DS-1021     |
| 1200                                           | AMP         | BEDSB12-4-A-CT-PGRY | 48"x33"x12"      | DS-1021     |
| <b>Underground Pad Mounted (480V)</b>          |             |                     |                  |             |
| 1600                                           | AMP         | BEDSCC16-4A-CT      | 60"x39"x24"      | DS-1022     |
| 2000                                           | AMP         | BEDSCC20-4A-CT      | 60"x51"x24"      | DS-1023     |
| 2500                                           | AMP         | BEDSCC25-4A-CT      | 60"x51"x24"      | DS-1023     |
| 3000                                           | AMP         | BEDSCC30-4A-CT      | 60"x51"x24"      | DS-1023     |
| 4000                                           | AMP         | BEDSCC40-4A-CT      | 60"x51"x24"      | DS-1023     |

PGRY suffix specifies powder coat painted grey,  
All SCC cabinets are powder coat painted green



## **BEUD SERVICE GUIDELINES**

### **SECTION 26      STANDBY GENERATOR**

#### **26.1      GENERAL**

- 26.1.1      BEUD must be notified of plans to install standby generating equipment for emergency use.
- 26.1.2      Contact New Service Coordinator at 479-271-3139 to schedule a meeting to discuss any generator connections and provide approval of the method of connection.
- 26.1.3      Wiring of generator must be installed so that no connection can occur between BEUD's service and the CONTRACTOR's generator. CONTRACTOR must install an automatic transfer switch to isolate the generator feed from the utility feed.
- 26.1.4      All work associated with generator installations must be performed by a licensed electrician and in accordance with the NEC.
- 26.1.5      CONTRACTOR must acquire a permit and have a documented inspection.
- 26.1.6      Any installations that are found to be installed without proper authorization will be subject to a \$200 fine.

### **SECTION 27      CLEARANCES**

#### **27.1      GENERAL**

- 27.1.1      Refer to **DS-1410** for pad mount transformer clearance requirements
- 27.1.2      Refer to **DS-1016** for detail of secondary conductor clearances
- 27.1.3      Refer to **DS-1017** for meter location clearance requirements.
- 27.1.4      Refer to **DS-1018** for multiple meter height requirements.





## **BEUD SERVICE GUIDELINES**

### **27.2 VERTICAL SECONDARY CLEARANCES**

- 27.2.1 Over state highway – 18’.
- 27.2.2 Over city street / alley / driveway – 16’
- 27.2.3 Over spaces subject to pedestrian or restricted traffic only – 12’
- 27.2.4 Over balconies / porches / decks – 11’
- 27.2.5 Over roof accessible to pedestrians – 11’
- 27.2.6 Over roof not accessible to pedestrians – 3.5’

### **27.3 HORIZONTAL SECONDARY CLEARANCES**

- 27.3.1 From Building – 5’, no wind, 3.5’ when displaced by wind.
- 27.3.2 From water / sewer – 5’

### **27.4 VERTICAL SEPARATION BETWEEN ELECTRIC & OTHER UTILITIES WHEN CROSSING**

- 27.4.1 Primary conduit from water/sewer main – 18”
- 27.4.2 Secondary / service conduit from water/sewer – 12”
- 27.4.3 BEUD conduit clearance to gas – 12”. Contact Black Hills Energy to determine if there are more stringent clearance requirements based on the type of gas line.

# PART III



## **BEUD DETAILS**

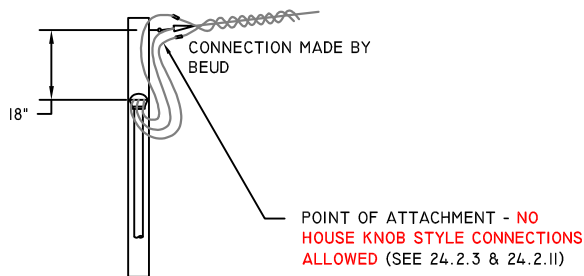
| <b>DRAWING</b>                                                    | <b>REVISIONS</b>    | <b>PAGE</b> |
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| Transformer Pad & Meter Configuration for 1PH CT Service ...      | REV 5 – 7/2024 ...  | DS-1417-1PH |



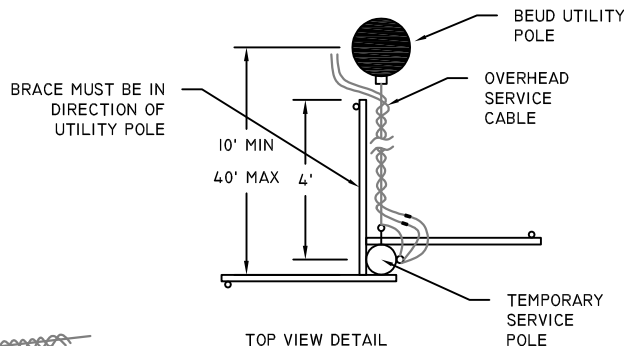


**BEUD DETAILS**

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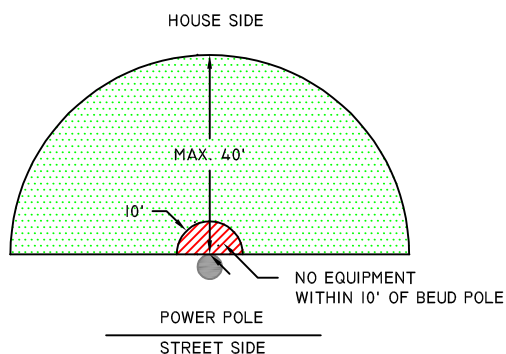


POLE TOP DETAIL



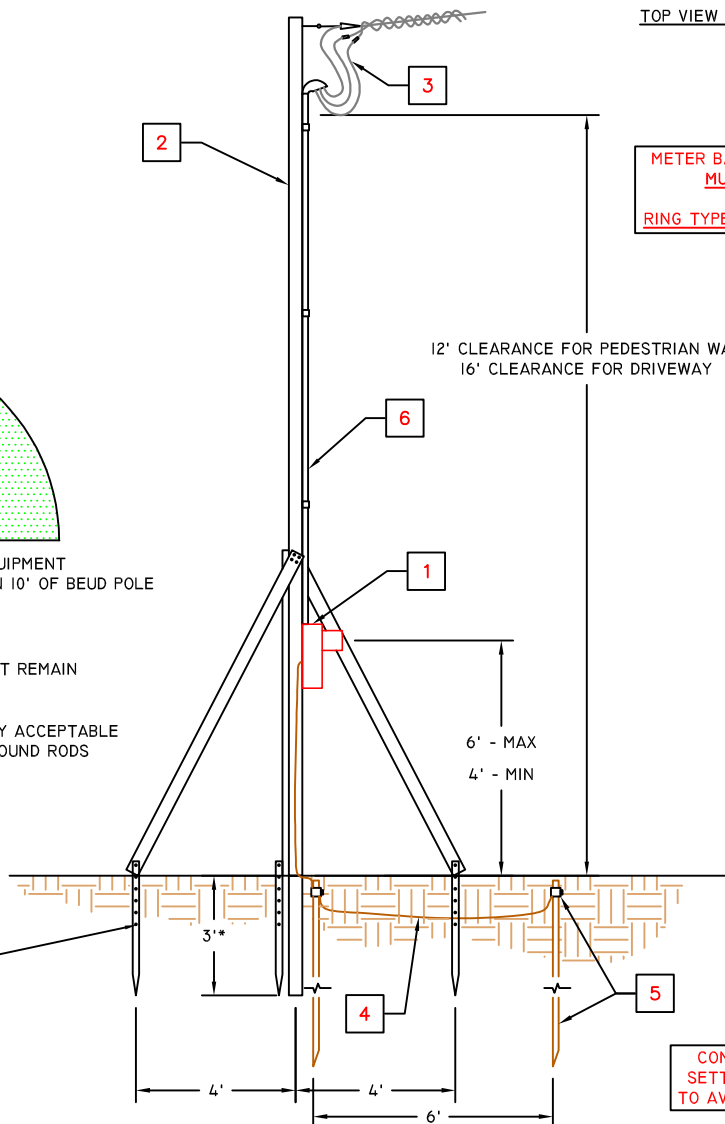
TOP VIEW DETAIL

LOCATION FOR TEMPORARY METER INSTALLATION



- AREA MARKED WITH STRIPES MUST REMAIN UNOBSTRUCTED
- AREA MARKED WITH DOTS IS ONLY ACCEPTABLE AREA TO INSTALL POSTS AND GROUND RODS

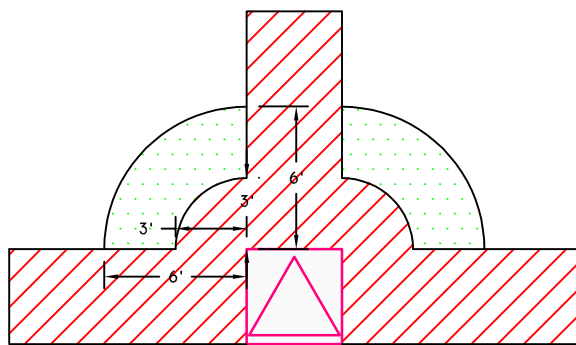
CONCRETE FORM STAKE



NOTES: #

1. RINGLESS METER SOCKET FURNISHED AND INSTALLED BY CUSTOMER USING MINIMUM (2) 2 IN WOOD SCREWS. SEAL ALL HOLES. METER PROVIDED BY BEUD.
2. PROVIDE A MINIMUM 4"x4" STRUCTURE THAT PROVIDES ADEQUATE CLEARANCES FOR SPECIFIC INSTALLATION THAT IS STRUCTURALLY SOUND.
3. MINIMUM CONDUCTORS ALLOWED #6 COPPER OR #4 ALUMINUM, NEUTRAL SHALL BE IDENTIFIED. MINIMUM LENGTH OF CONDUCTOR EXTENDING 2 FEET.
4. GROUNDING CONDUCTOR MINIMUM SIZE #6 SOLID COPPER AND SHALL BE BURIED. GROUNDING CONDUCTOR MUST BE CONTINUOUS.
5. CUSTOMER TO FURNISH AND INSTALL (2) 5/8" DIA. X 8' DRIVEN GROUND RODS, COPPER OR COPPER CLAD. 2 LOCATIONS PER NEC 250.53(A)(2). USE COPPER OR BRONZE GROUND ROD CONNECTORS OR CLAMPS.
6. GALVANIZED RIGID STEEL, IMC, OR PVC SCHEDULE 80 CONDUIT.

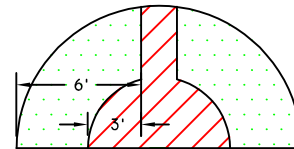
# ACCEPTABLE LOCATIONS FOR TEMPORARY METER INSTALLATION



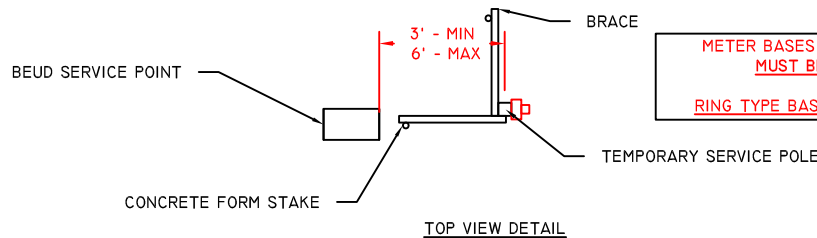
STREET SIDE

AREA MARKED WITH STRIPES MUST REMAIN UNOBSTRUCTED

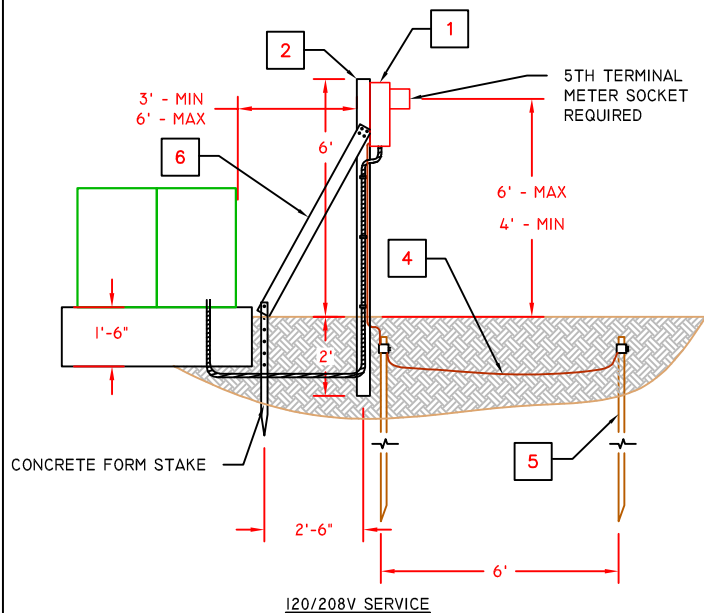
AREA MARKED WITH DOTS IS ONLY ACCEPTABLE AREA TO INSTALL POSTS AND GROUND RODS



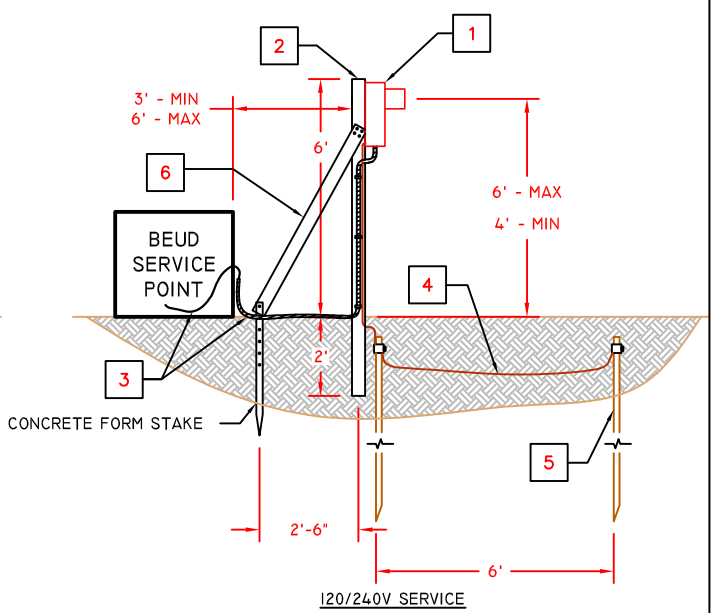
STREET SIDE



TOP VIEW DETAIL



120/208V SERVICE



120/240V SERVICE

NOTES:

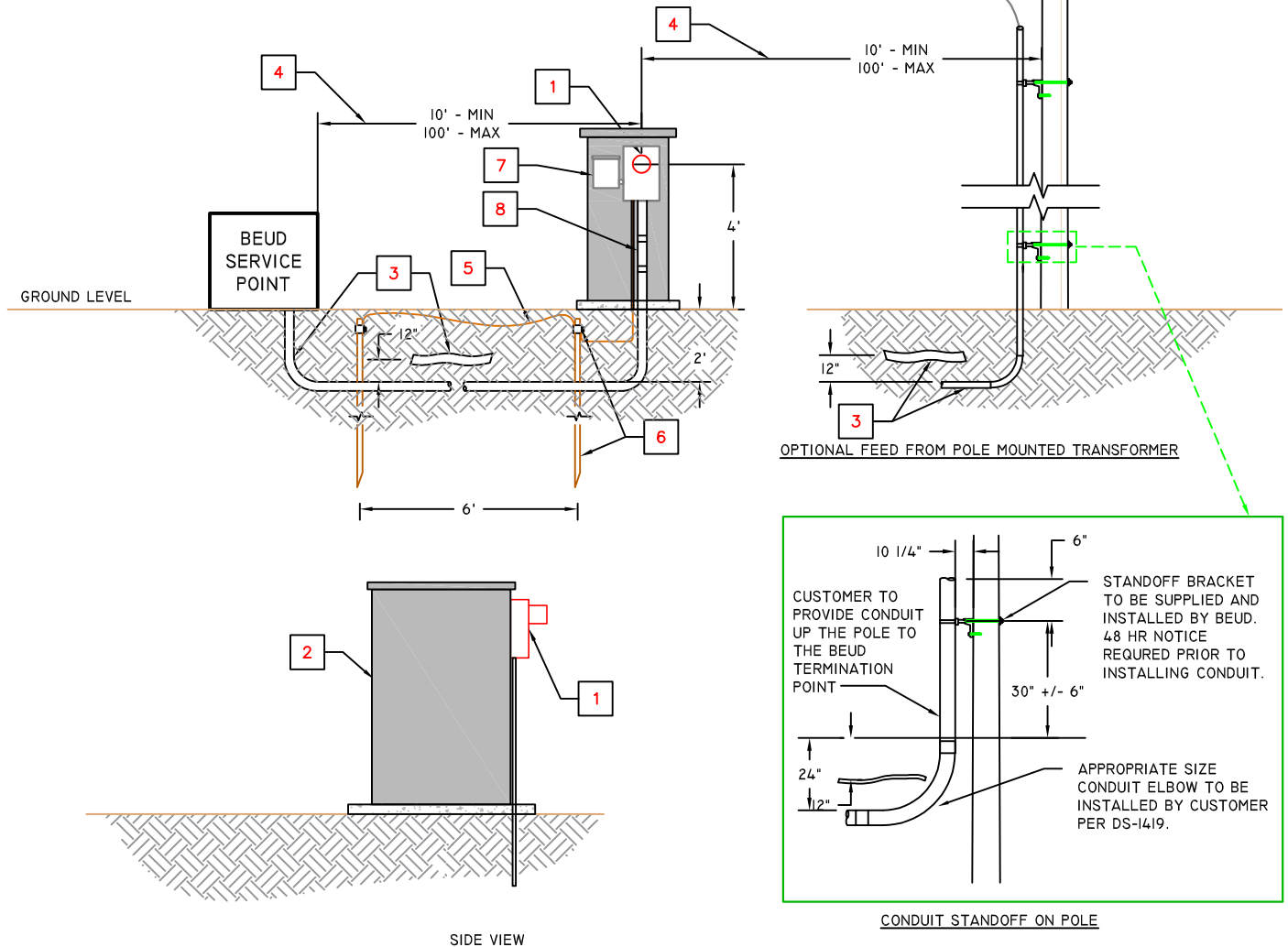
#

- RINGLESS METER SOCKET FURNISHED AND INSTALLED BY CUSTOMER. ENTRANCE TO METER SOCKET SHALL BE WATERPROOF. METER PROVIDED BY BEUD.
- CUSTOMER TO FURNISH AND INSTALL PENTA TREATED 8' PINE POLE OR 4"x4" POST. NO RAILROAD TIES ACCEPTED.
- MINIMUM CONDUCTORS ALLOWED #6 COPPER OR #4 ALUMINUM. MAXIMUM #2 TRIPLEX. NEUTRAL SHALL BE IDENTIFIED. CONTRACTOR TO FURNISH CONDUCTORS AND FLEXIBLE CONDUIT TO BEUD SERVICE POINT. PROVIDE ADDITIONAL 3' OF EXPOSED CONDUCTORS FOR TERMINATION. NO SPLICES OR TAPS SHALL BE LOCATED IN THE CONDUCTOR.
- GROUNDING CONDUCTOR MINIMUM SIZE #6 SOLID COPPER AND SHALL BE BURIED. GROUNDING CONDUCTOR MUST BE CONTINUOUS.
- CUSTOMER TO FURNISH AND INSTALL (2) 5/8" DIA. X 8' DRIVEN GROUND RODS. COPPER OR COPPER CLAD. 2 LOCATIONS PER NEC 250.53(A)(2). USE COPPER OR BRONZE GROUND ROD CONNECTORS OR CLAMPS. GROUND RODS MAY BE LAID IN A DITCH THAT MEETS 30" DEPTH REQUIREMENT OF NEC 250.53 (A)(4). GROUND RODS MUST BE 6' APART PER NEC 250.53 (A)(3)
- BRACES MUST NOT BE INSTALLED AS TO OBSTRUCT UTILITY CONNECTION POINT OPENING

METER BASES SUPPLIED BY CONTRACTOR  
MUST BE RINGLESS IN TYPE.

RING TYPE BASES WILL NOT BE ACCEPTED.

CONTACT ONE-CALL PRIOR TO SETTING  
POLE OR GROUND RODS TO AVOID  
UNDERGROUND UTILITIES



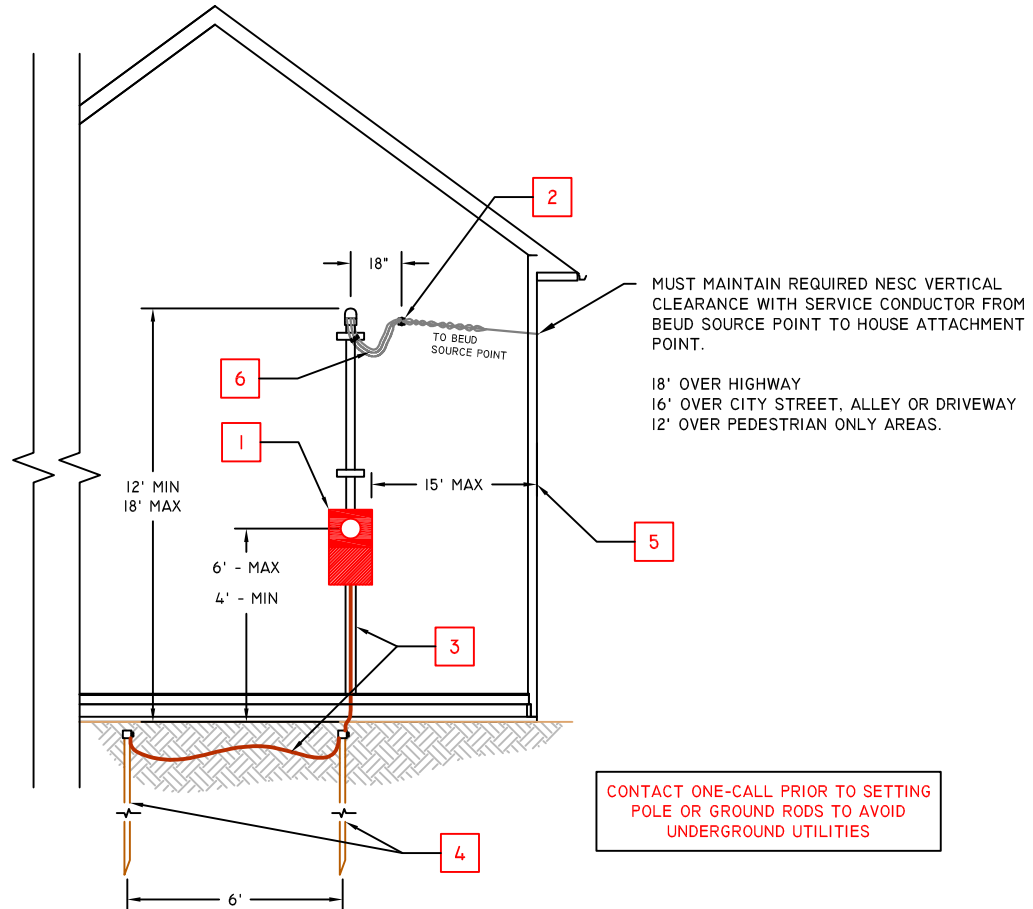
#### NOTES:

#

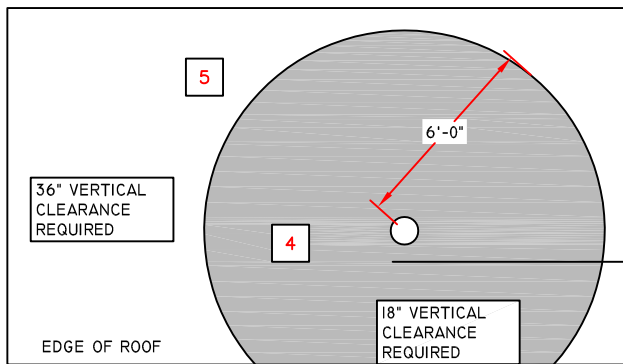
1. RINGLESS METER SOCKET AND PEDESTAL INSTALLED BY CUSTOMER. ENTRANCE TO METER SOCKET SHALL BE WATERPROOF. METER PROVIDED BY BEUD.
2. PREFABRICATED PEDESTAL PROVIDED BY CUSTOMER.
3. CUSTOMER TO FURNISH AND INSTALL 2" OR 3" SCHEDULE 40 CONDUIT TO BEUD SECONDARY PEDESTAL, TRANSFORMER, OR POLE. CAUTION RIBBON MUST BE INSTALLED 12" ABOVE ALL SECONDARY CONDUITS.
4. CLEARANCE REQUIRED BETWEEN PEDESTAL AND BEUD SERVICE POINT: 10' MIN FROM UG DEVICE OR POLE, MAX. DISTANCE 100' UNLESS APPROVED BY BEUD.
5. GROUNDING CONDUCTOR SIZE #6 SOLID COPPER AND SHALL BE BURIED. GROUNDING CONDUCTOR MUST BE INSTALLED IN CONDUIT FROM METER TO GROUND LEVEL. GROUNDING CONDUCTOR MUST BE CONTINUOUS.
6. CUSTOMER TO FURNISH AND INSTALL (2) 5/8" DIA. X 8' DRIVEN GROUND RODS, COPPER OR COPPER CLAD. 2 LOCATIONS PER NEC 250.53(A)(2). USE COPPER OR BRONZE GROUND ROD CONNECTORS OR CLAMPS. GROUND RODS MAY BE LAID IN A DITCH THAT MEETS 30" DEPTH REQUIREMENT OF NEC 250.53(A)(4). GROUND RODS MUST BE 6' APART PER NEC 250.53(A)(3).
7. CUSTOMER TO PROVIDE UL SERVICE DISCONNECT.
8. EXPANSION COUPLER TO BE INSTALLED BETWEEN GROUND LEVEL AND METER BASE.



METER BASES SUPPLIED BY CONTRACTOR  
MUST BE RINGLESS IN TYPE.  
RING TYPE BASES WILL NOT BE ACCEPTED.



- NOTES: #
1. RINGLESS METER/MAIN COMBO PROVIDED AND INSTALLED BY CUSTOMER. ENTRANCE TO METER SOCKET SHALL BE WATERPROOF. METER PROVIDED BY BEUD.
  2. SERVICES ATTACHED TO A BUILDING MUST BE STRUCTURALLY CONNECTED TO THE BUILDING USING A MINIMUM 3/8" EYE BOLT WITH 2 1/4" SQUARE WASHER. SERVICE ENTRANCE MUST BE MINIMUM 1 1/4" ELECTRICAL CONDUIT FOR 100A SERVICE AND 2" ELECTRICAL CONDUIT FOR 200A SERVICE. SERVICE SHALL NOT BE CONNECTED TO METER RISER. **SCREW TYPE SERVICE WIREHOLDERS OR KNOBS WILL NOT BE ACCEPTED.**
  3. GROUNDING CONDUCTOR SIZE #6 SOLID COPPER AND SHALL BE BURIED. GROUNDING CONDUCTOR MUST BE INSTALLED IN 1/2" CONDUIT FROM METER TO GROUND LEVEL. GROUNDING CONDUCTOR MUST BE CONTINUOUS.
  4. CUSTOMER TO FURNISH AND INSTALL (2) 5/8" DIA. X 8' DRIVEN GROUND RODS, COPPER OR COPPER CLAD. 2 LOCATIONS PER NEC 250.53(A)(2). USE COPPER OR BRONZE GROUND ROD CONNECTORS OR CLAMPS. GROUND RODS MUST BE 6' APART PER NEC 250.53(A)(3).
  5. METER/MAIN COMBO TO BE INSTALLED A MAXIMUM OF 15' FROM CORNER OF HOME NEAREST BEUD CONNECTION POINT.
  6. CUSTOMER IS REQUIRED TO EXTEND CONDUCTORS FROM WEATHERHEAD A MINIMUM 3'.



REQUIRED CLEARANCE OF SERVICE CONDUCTOR OVER ROOF

METER BASES SUPPLIED BY CONTRACTOR  
MUST BE RINGLESS IN TYPE.

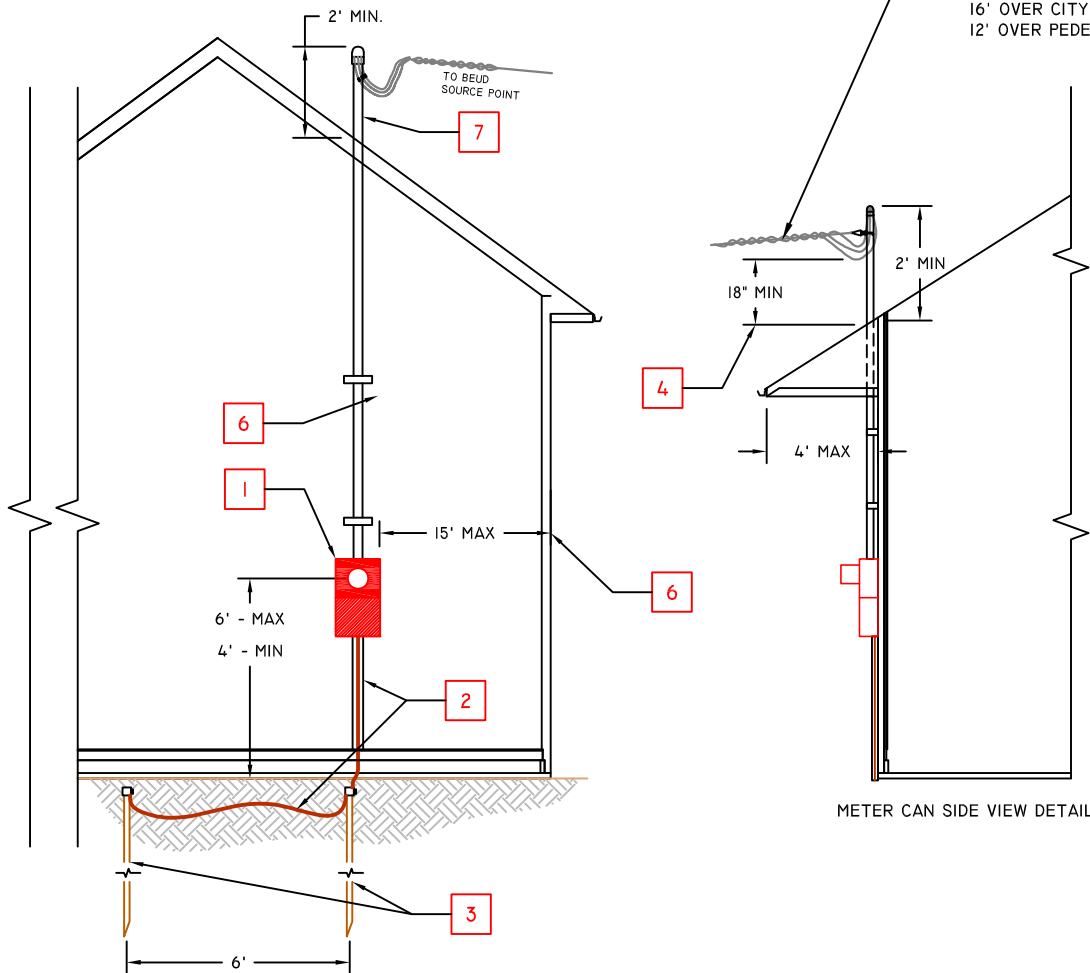
RING TYPE BASES WILL NOT BE ACCEPTED.

CONTACT ONE-CALL PRIOR TO SETTING  
POLE OR GROUND RODS TO AVOID  
UNDERGROUND UTILITIES

MAX. 4'  
FROM OVERHANG  
PORTION OF ROOF

MUST MAINTAIN REQUIRED NESC VERTICAL  
CLEARANCE WITH SERVICE CONDUCTOR FROM  
BEUD SOURCE POINT TO HOUSE ATTACHMENT  
POINT.

18' OVER HIGHWAY  
16' OVER CITY STREET, ALLEY OR DRIVEWAY  
12' OVER PEDESTRIAN ONLY AREAS.



NOTES: #

1. RINGLESS METER/MAIN COMBO PROVIDED AND INSTALLED BY CUSTOMER. ENTRANCE TO METER SOCKET SHALL BE WATERPROOF. METER PROVIDED BY BEUD.
2. GROUNDING CONDUCTOR SIZE #6 SOLID COPPER AND SHALL BE BURIED. GROUNDING CONDUCTOR MUST BE INSTALLED IN 1/2" CONDUIT FROM METER TO GROUND LEVEL. GROUNDING CONDUCTOR MUST BE CONTINUOUS.
3. CUSTOMER TO FURNISH AND INSTALL (2) 5/8" DIA. X 8' DRIVEN GROUND RODS, COPPER OR COPPER CLAD. 2 LOCATIONS PER NEC 250.53(A)(2). USE COPPER OR BRONZE GROUND ROD CONNECTORS OR CLAMPS. GROUND RODS MUST BE 6' APART PER NEC 250.53(A)(3)
4. MUST MAINTAIN 18" VERTICAL CONDUCTOR CLEARANCE WITHIN 6' RADIUS OF MAST.
5. MUST MAINTAIN 36" MINIMUM VERTICAL CONDUCTOR CLEARANCE OUTSIDE OF 6'-0" RADIUS OF SERVICE MAST.
6. METER/MAIN COMBO TO BE INSTALLED A MAXIMUM OF 15' FROM CORNER OF HOME NEAREST BEUD CONNECTION POINT.
7. SERVICE ENTRANCE MAST MUST BE MINIMUM 2" GALVANIZED RIGID ELECTRICAL CONDUIT. NO COUPLINGS ABOVE THE ROOF LINE. CUSTOMER TO PROVIDE AND INSTALL SERVICE MAST CLAMP. MASTS GREATER THAN 3', CONTACT BEUD FOR REQUIREMENTS.

CONTACT ONE-CALL PRIOR TO  
SETTING POLE OR GROUND RODS TO  
AVOID UNDERGROUND UTILITIES

NOTE: ANY EXCAVATION WITHIN 18" OF  
BEUD EQUIPMENT SHALL BE DUG BY  
HAND ONLY. BEUD PERSONNEL MUST BE  
ON SITE DURING EXCAVATION.

NOTE: CALL 479-271-3135 24 HOURS  
IN ADVANCE TO SCHEDULE OPENING  
OF BEUD EQUIPMENT.

REDUCE CONDUIT  
DIRECTLY BELOW  
METER BASE USING  
A SWEDGED REDUCER.

ONLY ONE SWEDGED  
REDUCER ALLOWED

MAY REDUCE ONLY FROM  
4" TO 3"

SCHEDULE 80

DETAIL A - REDUCING CONDUIT INTO METER BASE

CUSTOMER TO  
PROVIDE CONDUIT  
UP THE POLE TO  
THE BEUD  
TERMINATION  
POINT

STANDOFF BRACKET  
TO BE SUPPLIED  
AND INSTALLED BY  
BEUD. 48 HR NOTICE  
REQUIRED PRIOR TO  
INSTALLING  
CONDUIT.

APPROPRIATE SIZE  
CONDUIT ELBOW  
TO BE INSTALLED  
BY CUSTOMER.  
PER DS 1419

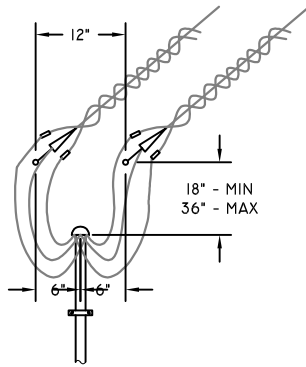
DETAIL B - CONDUIT STANDOFF ON POLE

METER BASES SUPPLIED BY CONTRACTOR  
MUST BE RINGLESS IN TYPE.  
RING TYPE METER BASES WILL NOT BE ACCEPTED.

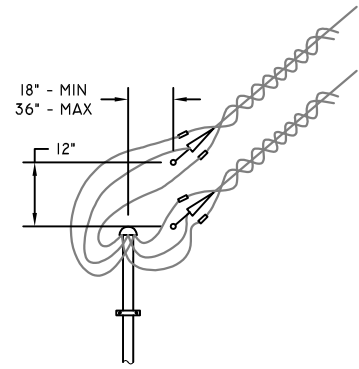
# NOTES:

#

1. RINGLESS METER/MAIN COMBO PROVIDED AND INSTALLED BY CUSTOMER. MUST BE MOUNTED WITHIN 15' OF EDGE OF STRUCTURE CLOSEST TO BEUD UTILITY SERVICES. METER PROVIDED BY BEUD.
2. IMC OR PVC SCHEDULE 80 CONDUIT. REDUCE CONDUIT DIRECTLY BELOW METER BASE USING A SWEDGED REDUCER. ONLY ONE SWEDGED REDUCER ALLOWED UNLESS APPROVED BY BEUD IN WRITING. SEE DETAIL "A".
3. GROUNDING CONDUCTOR SIZE #6 SOLID COPPER AND SHALL BE BURIED. GROUNDING CONDUCTOR MUST BE INSTALLED IN 1/2" IMC OR PVC SCHEDULE 80 CONDUIT FROM METER TO GROUND LEVEL. GROUNDING CONDUCTOR MUST BE CONTINUOUS.
4. CUSTOMER TO FURNISH AND INSTALL (2) 5/8" DIA. X 8' DRIVEN GROUND RODS, COPPER OR COPPER CLAD. 2 LOCATIONS PER NEC 250.53(A)(2). USE COPPER OR BRONZE GROUND ROD CONNECTORS OR CLAMPS. GROUND RODS MAY BE LAID IN A DITCH THAT MEETS 30" DEPTH REQUIREMENT OF NESC 250.53(A)(4). GROUND RODS TO BE 6' APART PER NEC 250.53(A)(3).
5. CUSTOMER TO FURNISH AND INSTALL 3" CONDUIT USING 12" RADIUS SWEEPS TO BEUD SECONDARY PEDESTAL, TRANSFORMER OR POLE. CAUTION RIBBON MUST BE INSTALLED 12" ABOVE ALL UNDERGROUND SECONDARY CONDUITS. SEE DETAIL "B" FOR CONDUIT STANDOFF REQUIREMENTS AT POLE.
6. EXPANSION COUPLER TO BE INSTALLED BETWEEN GROUND LEVEL AND METER BASE

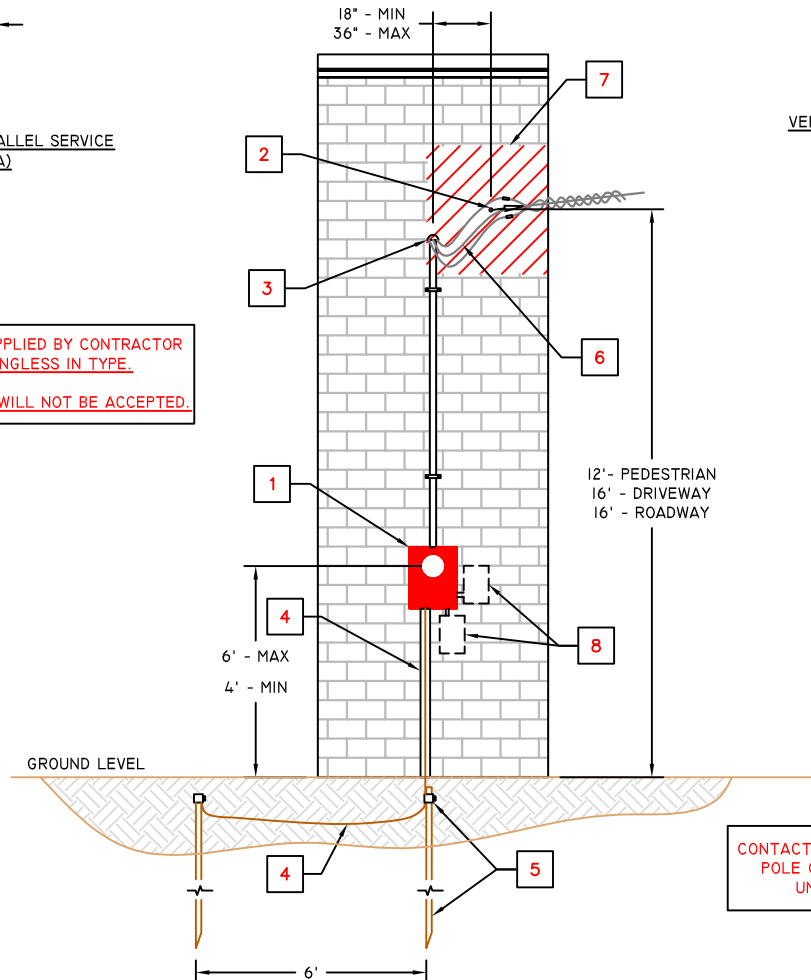


HORIZONTAL PARALLEL SERVICE  
(400A)



VERTICAL PARALLEL SERVICE  
(400A)

METER BASES SUPPLIED BY CONTRACTOR  
MUST BE RINGLESS IN TYPE.  
RING TYPE BASES WILL NOT BE ACCEPTED.



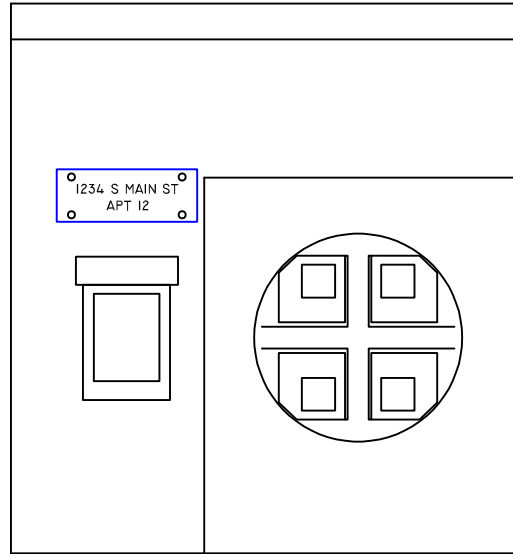
CONTACT ONE-CALL PRIOR TO SETTING  
POLE OR GROUND RODS TO AVOID  
UNDERGROUND UTILITIES

NOTES:

#

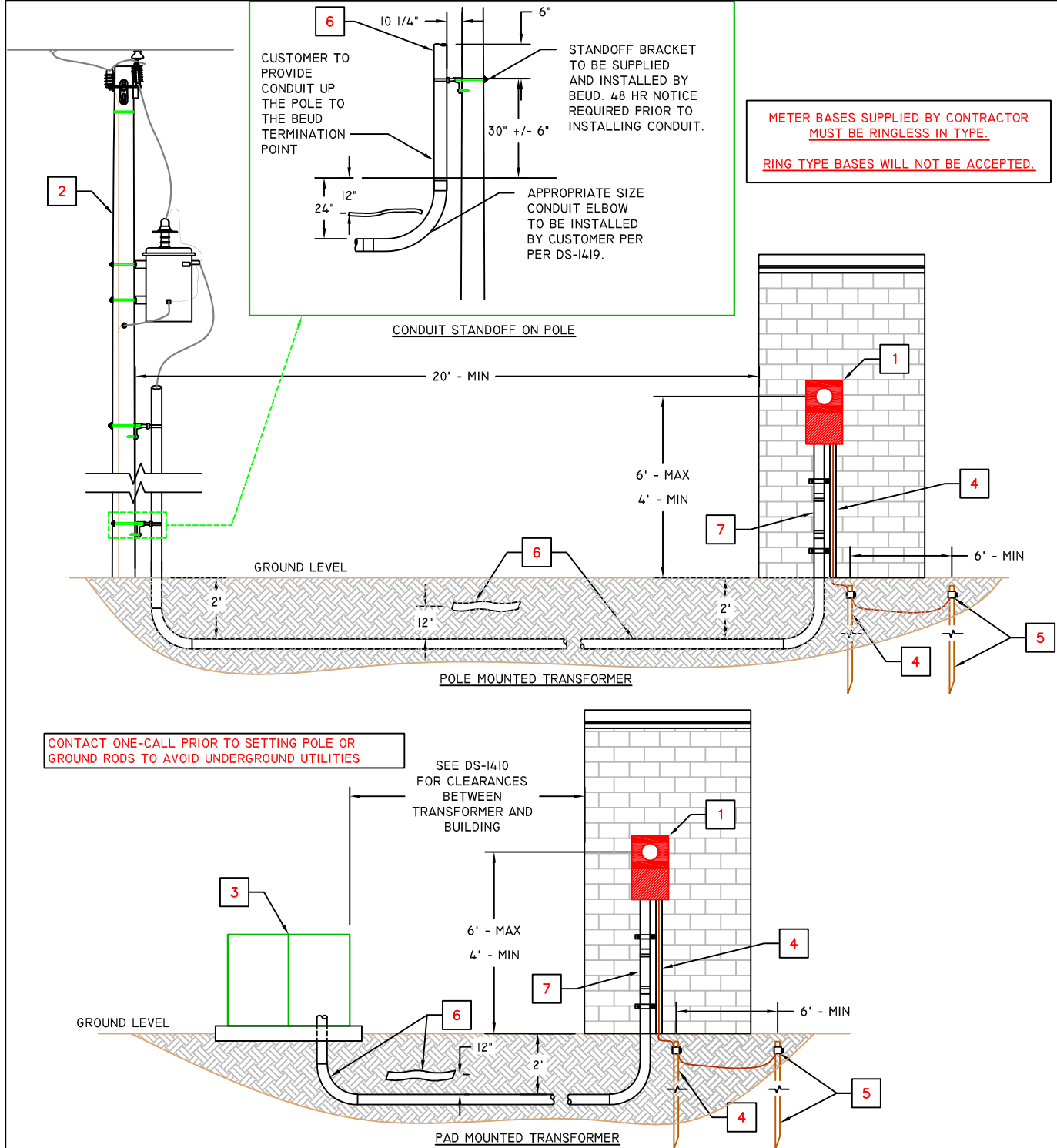
1. RINGLESS METER SOCKET INSTALLED BY CUSTOMER. ENTRANCE TO METER SOCKET SHALL BE WATERPROOF. METER PROVIDED BY BEUD.
2. SERVICES ATTACHED TO A BUILDING MUST BE STRUCTURALLY CONNECTED TO THE BUILDING USING A MINIMUM 3/8" EYE BOLT WITH 2 1/4" SQUARE WASHER. SERVICE ENTRANCE MUST BE MINIMUM 2" ELECTRICAL CONDUIT. SERVICE SHALL NOT BE CONNECTED TO METER RISER.
3. SERVICE WEATHERHEAD TO BE WITHIN 18" MIN AND 36" MAX OF POINT OF ATTACHMENT.
4. GROUNDING CONDUCTOR SHALL BE #6 SOLID COPPER FOR 200A OR #4 SOLID COPPER FOR 400A, AND SHALL BE BURIED. GROUNDING CONDUCTOR MUST BE INSTALLED IN 1/2" CONDUIT FROM METER TO GROUND LEVEL. GROUNDING CONDUCTOR MUST BE CONTINUOUS.
5. CUSTOMER TO FURNISH AND INSTALL (2) 5/8" DIA. X 8' DRIVEN GROUND RODS, COPPER OR COPPER CLAD. 2 LOCATIONS PER NEC 250.53(A)(2). USE COPPER OR BRONZE GROUND ROD CONNECTORS OR CLAMPS. GROUND RODS MUST BE 6' APART PER NEC 250.53(A)(3).
6. CUSTOMER TO PROVIDE 4' OF CONDUCTOR FROM WEATHERHEAD.
7. NO CATV OR TELCO ATTACHMENTS ALLOWED WITHIN 40° OF BEUD ATTACHMENT POINT(S). SHOWN BY HATCHED AREA.
8. OPTIONAL POSITIONS FOR MAIN DISCONNECT OR SHUNT TRIP.





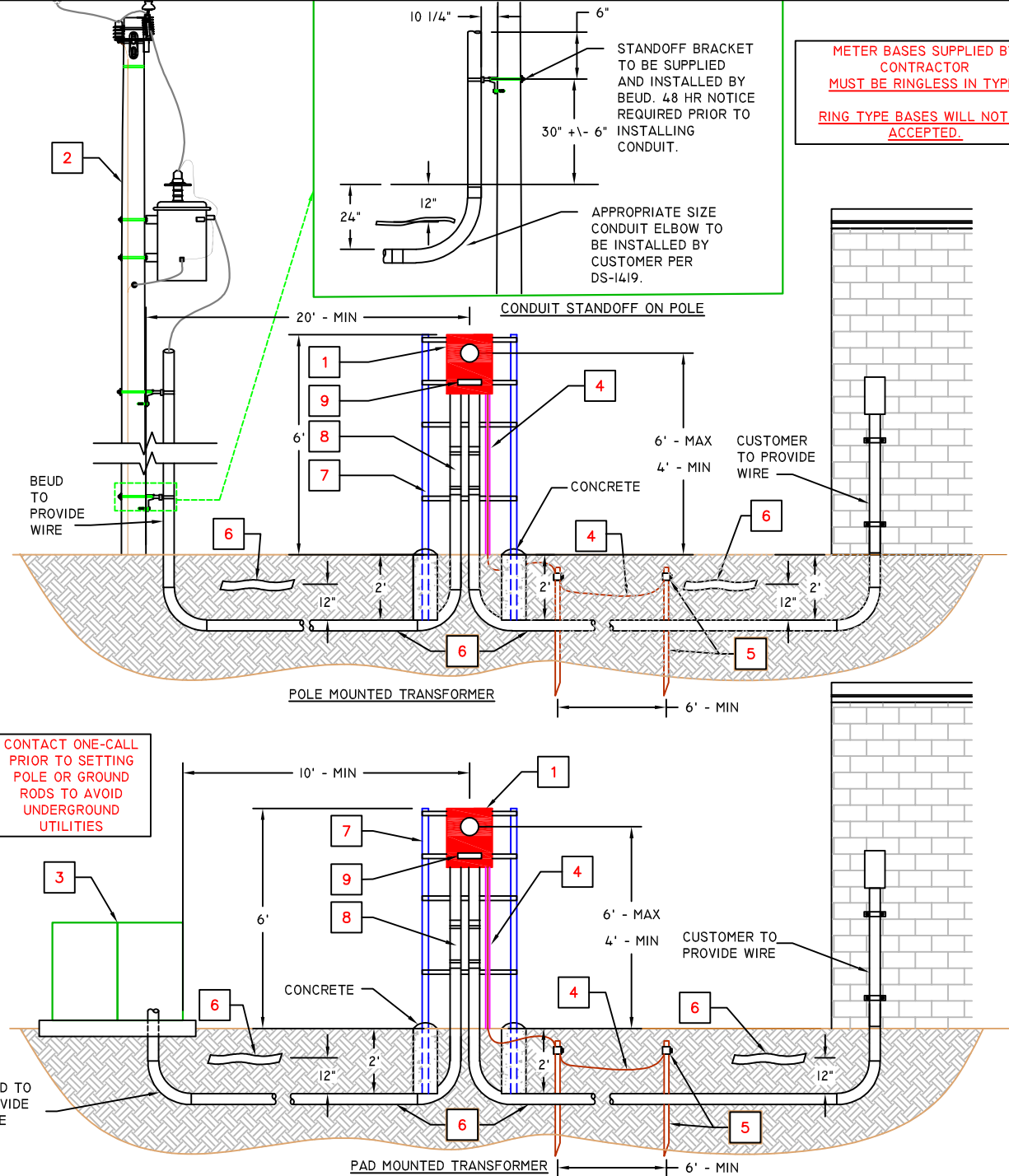
### ADDRESS LABEL SPECIFICATIONS

- I. ENGRAVED PHENOLIC LABELS SHALL BE USED.
2. LABELS SHALL HAVE PLAIN BLOCK LETTER OR NUMBER WITH A CONTRASTING BACKGROUND
3. BLOCK LETTERS ARE TO BE A MINIMUM OF 1" IN HEIGHT.
4. LABELS SHALL CLEARLY INDICATE CORRESPONDING UNIT SERVED BY EACH METER.
5. LABELS WILL NOT BE PLACED SUCH THAT THEY OBSCURE ANY INFORMATION PRINTED OR LABELED ON THE EQUIPMENT.
6. POSITION THE LABEL SO THAT IT IS READILY VISIBLE AND THAT IT IS OBVIOUS WHAT EQUIPMENT THE LABEL DESCRIBES.
7. LABELS SHALL BE SMOOTHLY ATTACHED TO THE METERING EQUIPMENT WITH NO OVERLAPS, PROTRUSIONS OR SHARP EDGES AND CORNERS.
8. LABELS SHALL BE APPLIED NEATLY AND NEVER APPLIED OVER EXISTING PHENOLIC LABELS.
9. LABELS MAY HAVE SELF-ADHESIVE BACKS TO AID IN INSTALLATION, BUT EACH LABEL SHALL HAVE AT LEAST 2 HOLES (LARGER LABELS MUST HAVE 4 HOLES) AND BE SECURED TO THE PIECE OF EQUIPMENT WITH APPROPRIATE SIZED POP-RIVETS OR SCREWS TO KEEP THE LABEL FROM BEING UNINTENTIONALLY REMOVED.
10. ALL LABELS SHALL BE INSTALLED AND SECURED WITH POP-RIVETS OR SCREWS BEFORE THEY WILL BE ACCEPTED BY THE CITY OF BENTONVILLE.
- II. USE CAUTION WHEN DRILLING AND INSTALLING POP-RIVETS OR SCREW TO AVOID ACCIDENTAL CONTACT WITH CONDUCTORS.



NOTES: #

1. RINGLESS METER/MAIN COMBO PROVIDED AND INSTALLED BY CUSTOMER. ENTRANCE TO METER SOCKET SHALL BE WATERPROOF. METER PROVIDED BY BEUD.
2. BEUD WILL PROVIDE POLE AT PREARRANGED TERMINATION POINT FOR CONDUIT.
3. BEUD WILL MAKE ALL TERMINATIONS WITHIN THE EXISTING ENCLOSURE.
4. GROUNDING CONDUCTOR SHALL BE #6 SOLID COPPER FOR 200A OR #4 SOLID COPPER FOR 400A, AND SHALL BE BURIED. GROUNDING CONDUCTOR MUST BE INSTALLED IN 1/2" CONDUIT FROM METER TO GROUND LEVEL. GROUNDING CONDUCTOR MUST BE CONTINUOUS.
5. CUSTOMER TO FURNISH AND INSTALL (2) 5/8" DIA. X 8' DRIVEN GROUND RODS, COPPER OR COPPER CLAD. 2 LOCATIONS PER NEC 250.53(A)(2). USE COPPER OR BRONZE GROUND ROD CONNECTORS OR CLAMPS. GROUND RODS MAY BE LAID IN A DITCH THAT MEETS 30" DEPTH REQUIREMENT OF NEC 250.53(A)(4). GROUND RODS MUST BE 6' APART PER NEC 250.53(A)(3).
6. CUSTOMER TO PROVIDE AND INSTALL SECONDARY CONDUIT AS REQUIRED: 3" MINIMUM. CONTACT BEUD 48 HOURS PRIOR TO INSTALLATION OF CONDUIT. EXTEND CONDUIT 6" ABOVE STAND-OFF. CAUTION RIBBON MUST BE INSTALLED 12" ABOVE ALL SECONDARY UNDERGROUND CONDUITS. NO HEATED BENDS ALLOWED WITHOUT BEUD APPROVAL.
7. EXPANSION COUPLER TO BE INSTALLED BETWEEN GROUND LEVEL AND METER BASE.



# NOTES:

#

1. RINGLESS METER SOCKET INSTALLED BY CUSTOMER. ENTRANCE TO METER SOCKET SHALL BE WATERPROOF. METER AND CONDUCTORS FROM SERVICE POINT TO METER PROVIDED BY BEUD. CUSTOMER TO PROVIDE UL LISTED SERVICE DISCONNECT.
2. BEUD WILL PROVIDE POLE AT PREARRANGED TERMINATION POINT FOR CONDUIT.
3. BEUD WILL MAKE ALL TERMINATIONS WITHIN THE ENCLOSURE.
4. GROUNDING CONDUCTOR SHALL BE #6 SOLID COPPER FOR 200A OR #4 SOLID COPPER FOR 400A, AND SHALL BE BURIED. GROUNDING CONDUCTOR MUST BE INSTALLED IN 1/2" CONDUIT FROM METER TO GROUND LEVEL. GROUNDING CONDUCTOR MUST BE CONTINUOUS.
5. CUSTOMER TO FURNISH AND INSTALL (2) 5/8" DIA. X 8' DRIVEN GROUND RODS, COPPER OR COPPER CLAD. 2 LOCATIONS PER NEC 250.53(A)(2). USE COPPER OR BRONZE GROUND ROD CONNECTORS OR CLAMPS. GROUND RODS MAY BE LAID IN A DITCH THAT MEETS 30" DEPTH REQUIREMENT OF NEC 250.53(A)(4). GROUND RODS MUST BE 6' APART PER NEC 250.53(A)(3).
6. CUSTOMER TO PROVIDE AND INSTALL SECONDARY CONDUIT AS REQUIRED. CAUTION RIBBON MUST BE INSTALLED 12" ABOVE SECONDARY UNDERGROUND CONDUITS. NO HEATED BENDS ALLOWED WITHOUT BEUD APPROVAL.
7. RACK TO BE CONSTRUCTED FROM MINIMUM 3" X 3" X 1/4" GALVANIZED OR POWDER COATED ANGLE IRON IN CONCRETE, 3" UNI-STRUT, 2" RIGID PIPE, OR EQUIVALENT MATERIAL APPROVED BY BEUD PRIOR TO CONSTRUCTION.
8. EXPANSION COUPLER TO BE INSTALLED BETWEEN GROUND LEVEL AND METER BASE.
9. ADDRESS LABELS TO BE ATTACHED PER DS-1009 REQUIREMENTS.

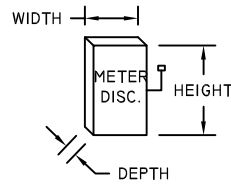
METER BASES SUPPLIED BY CONTRACTOR  
MUST BE RINGLESS IN TYPE.

RING TYPE BASES WILL NOT BE ACCEPTED.

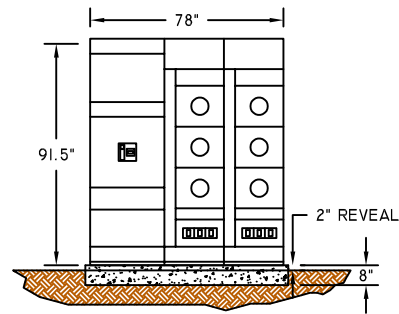
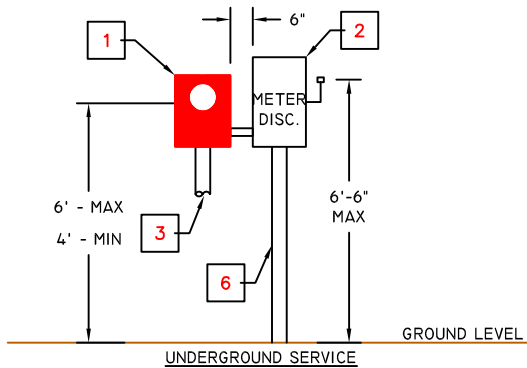
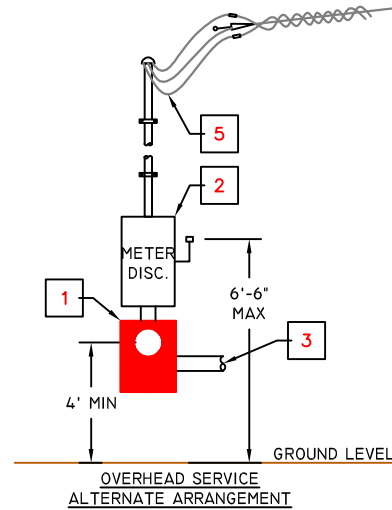
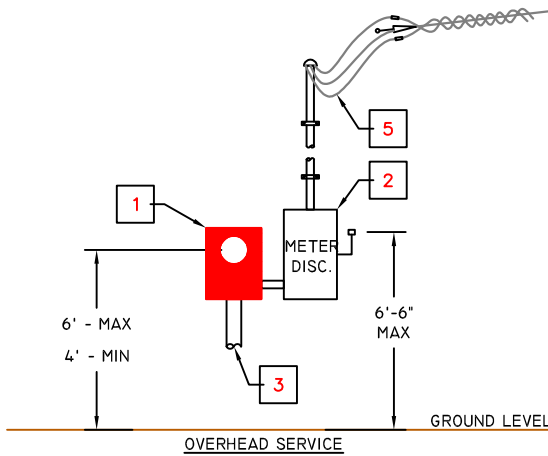
#### 480V DISCONNECT PART NUMBERS

200A: BEUD INVENTORY #1442  
MFR PART NUMBER HU364NRB

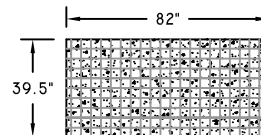
400A: BEUD INVENTORY #1443  
MFR PART NUMBER HU365NR



| METER DISC. DIMENSIONS (INCHES) |        |        |
|---------------------------------|--------|--------|
| AMPS                            | 200    | 400    |
| HEIGHT                          | 29-1/4 | 50-1/4 |
| WIDTH                           | 17-1/4 | 27-5/8 |
| DEPTH                           | 8-1/2  | 9-1/2  |



SQUARE D QED SWITCHBOARD OPTION  
REQUIRES CONCRETE FOUNDATION 82" X 39.5" X 8"  
WITH 2" REVEAL ABOVE FINAL GRADE.  
EMBED 4" WIRE MESH IN CONCRETE.



#### GENERAL GROUNDING NOTE:

THE GROUNDING ELECTRODE CONDUCTOR CONNECTION SHALL BE MADE AT ANY ACCESSIBLE POINT FROM THE LOAD END OF THE SERVICE DROP OR SERVICE LATERAL TO AND INCLUDING THE TERMINAL OR BUS TO WHICH THE GROUNDED SERVICE CONDUCTOR IS CONNECTED AT THE SERVICE DISCONNECTING MEANS.

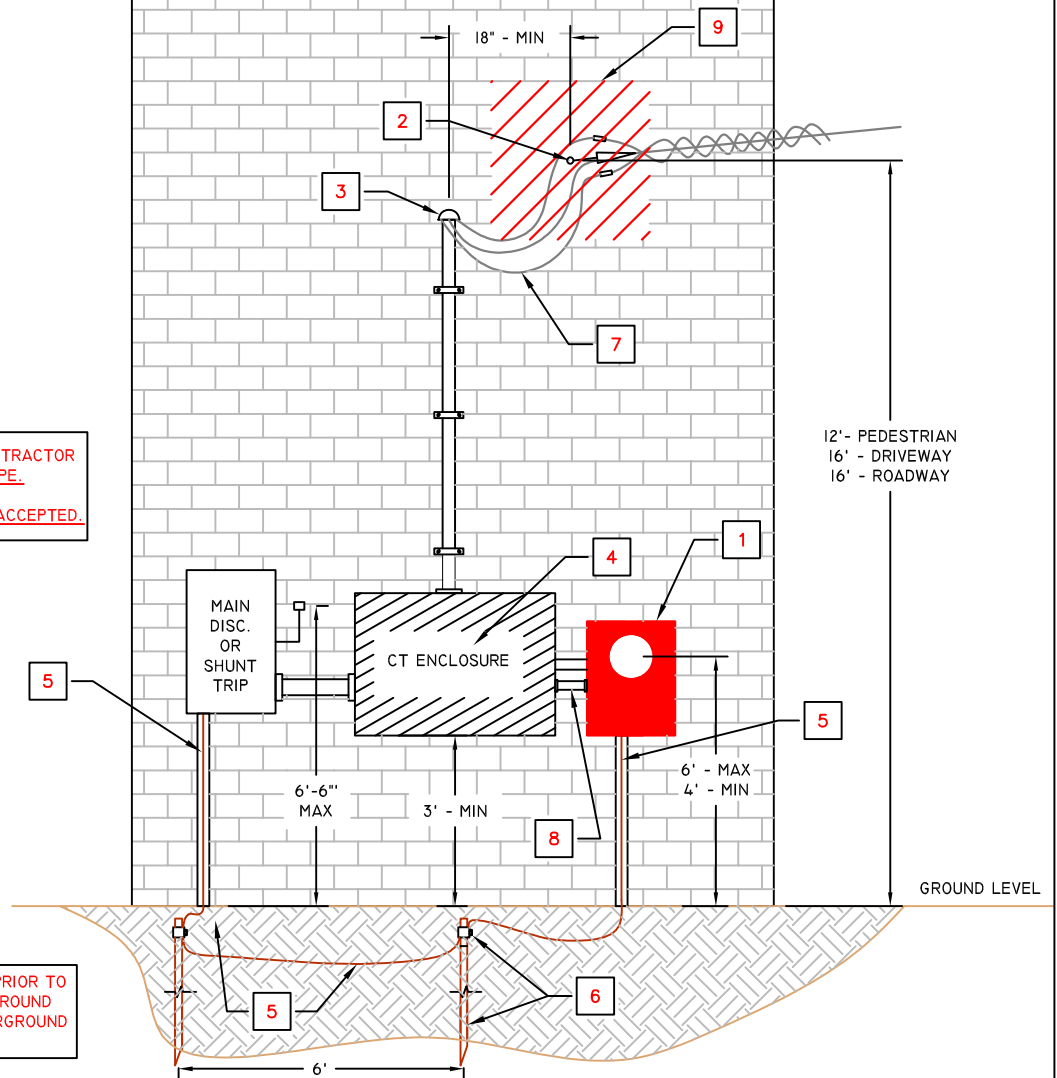
#### NOTES: #

1. METER SOCKET INSTALLED BY CUSTOMER. ENTRANCE TO METER SOCKET SHALL BE WATERPROOF. METER PROVIDED BY BEUD.
2. METER DISCONNECT (DISC) PROVIDED BY BEUD AND INSTALLED BY CUSTOMER.
3. TO SERVICE DISCONNECT.
4. METER DISCONNECT (DISC), METER SOCKET AND CUSTOMER PROVIDED SERVICE DISCONNECT ENCLOSURES MUST BE CONNECTED TO GROUND RODS WITH APPROPRIATELY SIZED CONDUCTOR PER LATEST EDITION OF NEC ADOPTED BY ARKANSAS.
5. CUSTOMER TO PROVIDE CONDUCTORS FROM DISCONNECT TO WEATHERHEAD. EXTEND CONDUCTORS FROM WEATHERHEAD A MINIMUM 4'.
6. BEUD SHALL PROVIDE CONDUCTORS TO LINE SIDE OF METER DISCONNECT.



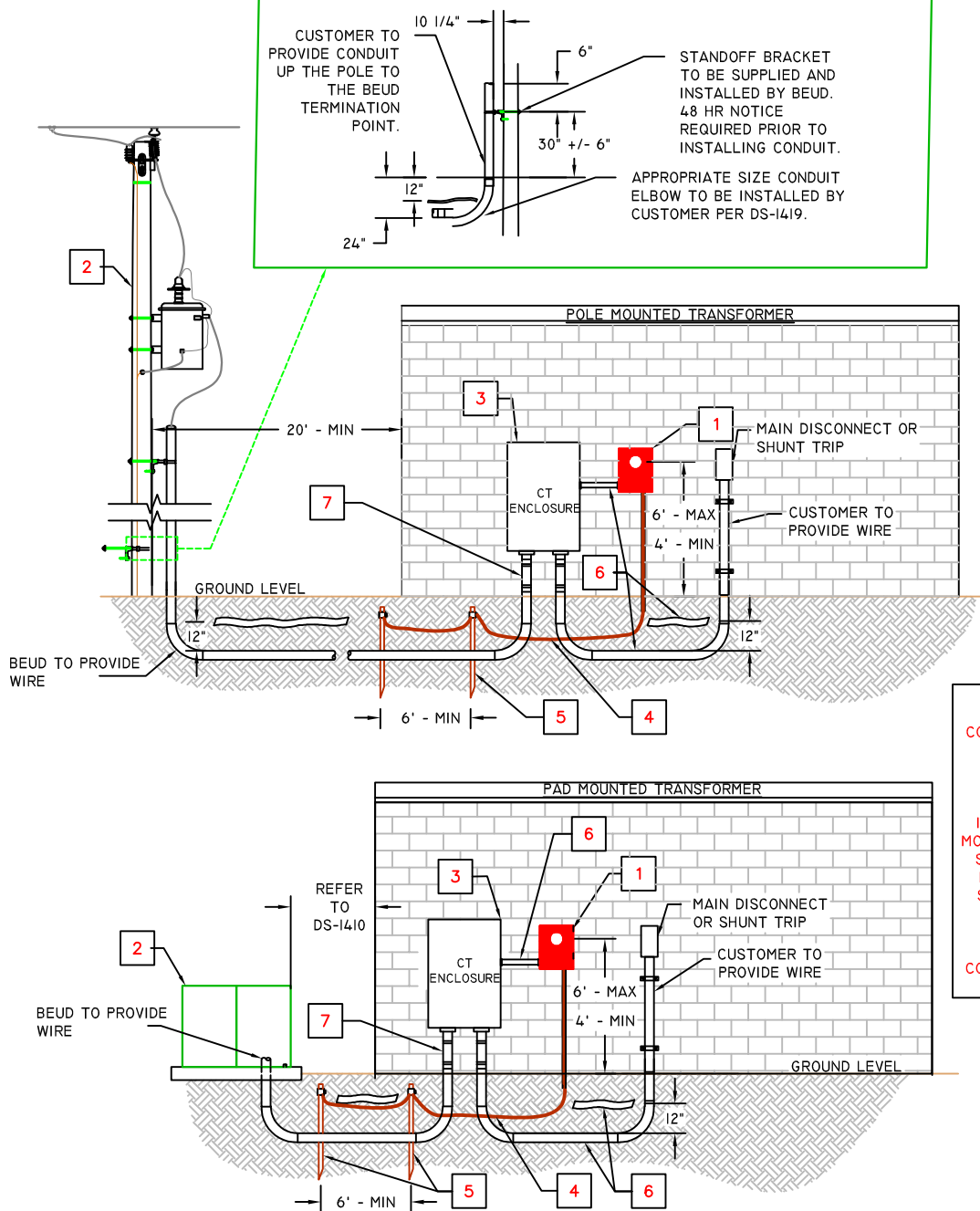
METER BASES SUPPLIED BY CONTRACTOR  
MUST BE RINGLESS IN TYPE.  
RING TYPE BASES WILL NOT BE ACCEPTED.

CONTACT ONE-CALL PRIOR TO  
SETTING POLE OR GROUND  
RODS TO AVOID UNDERGROUND  
UTILITIES



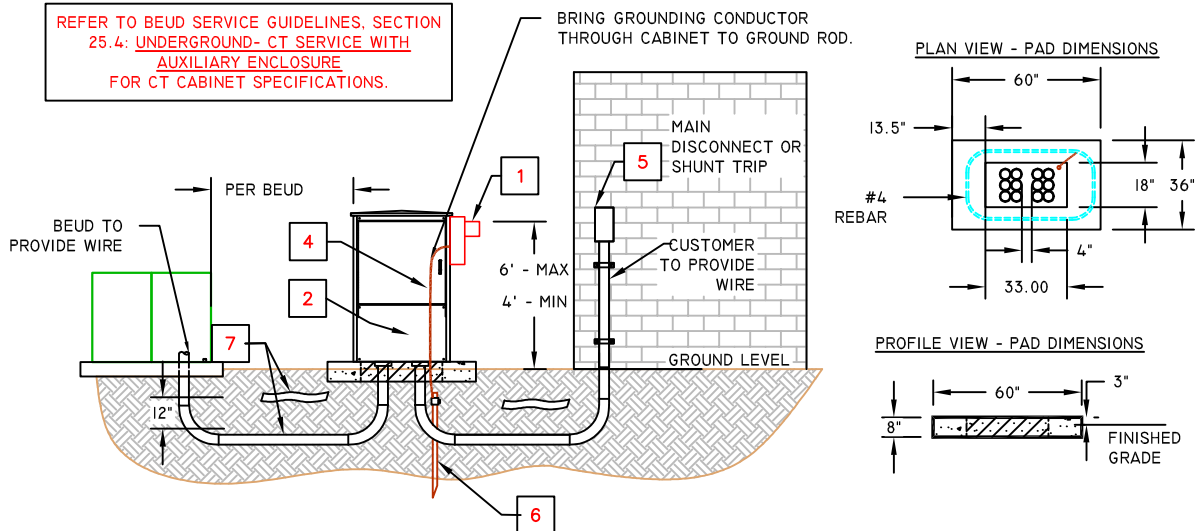
# NOTES: #

1. RINGLESS METER SOCKET INSTALLED BY CUSTOMER. ENTRANCE TO METER SOCKET SHALL BE WATERPROOF. METER PROVIDED BY BEUD.
2. SERVICES ATTACHED TO A BUILDING MUST BE STRUCTURALLY CONNECTED TO THE BUILDING USING A MINIMUM 5/8" EYE BOLT WITH 2 1/4" SQUARE WASHER AND SERVICE ENTRANCE MUST BE MINIMUM 2" ELECTRICAL CONDUIT. SERVICE SHALL NOT BE CONNECTED TO METER RISER.
3. SERVICE WEATHERHEAD TO BE WITHIN 18" MIN AND 36" MAX OF POINT OF ATTACHMENT.
4. AUXILIARY CT CABINET TO BE PROVIDED BY CUSTOMER. CONTACT BEUD FOR SIZE DETERMINATION. REFERENCE DS-1015 FOR AUXILIARY CT CABINET SPECIFICATIONS.
5. SERVICE GROUNDING CONDUCTOR SIZE: #4 SOLID COPPER  
METER GROUNDING CONDUCTOR SIZE (SOLID COPPER): #6 SOLID COPPER  
GROUNDING CONDUCTOR SHALL BE BURIED. GROUNDING CONDUCTOR MUST BE CONTINUOUS.
6. CUSTOMER TO FURNISH AND INSTALL (2) 5/8" DIA. X 8' DRIVEN GROUND RODS, COPPER OR COPPER CLAD. 2 LOCATIONS PER NEC 250.53(A)(2). USE COPPER OR BRONZE GROUND ROD CONNECTORS OR CLAMPS. GROUND RODS MUST BE 6' APART PER NEC 250.53(A)(3).
7. CUSTOMER TO PROVIDE 4' OF CONDUCTOR FROM WEATHERHEAD.
8. CUSTOMER TO PROVIDE A 2" CONDUIT FOR CT METERING AS REQUIRED.
9. NO ATTACHMENTS ALLOWED WITHIN 40" OF BEUD ATTACHMENT POINT(S). SHOWN BY HATCHED AREA.

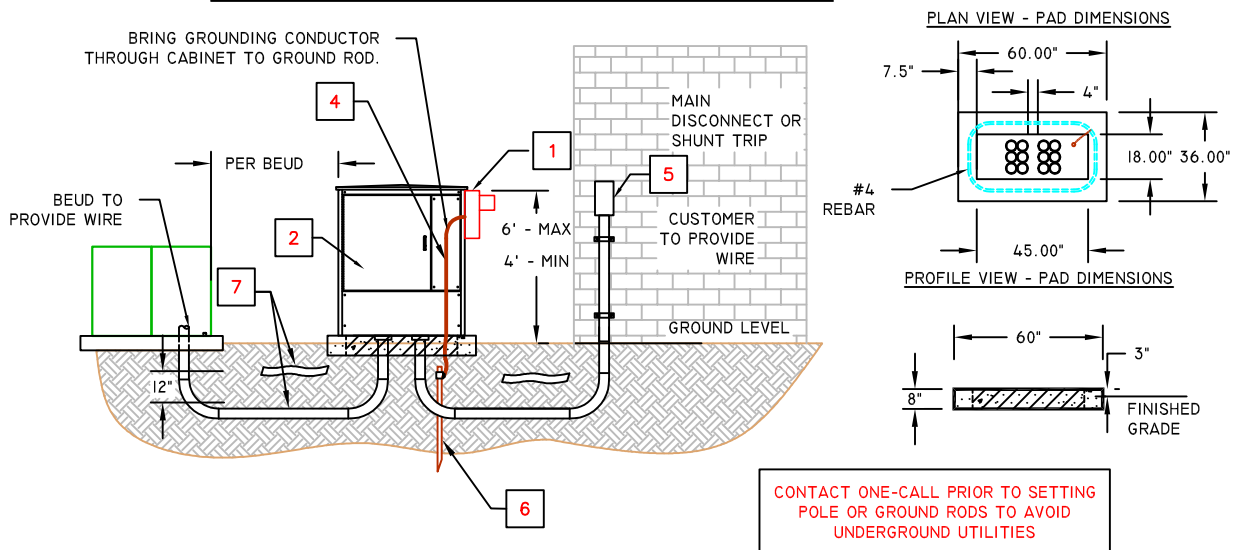


- NOTES: #
1. RINGLESS METER SOCKET PROVIDED BY BEUD AND INSTALLED BY CONTRACTOR. ENTRANCE TO METER SOCKET SHALL BE WATERPROOF. METER AND CONDUCTORS FROM SERVICE POINT TO METER PROVIDED BY BEUD. CUSTOMER TO PROVIDE UL LISTED SERVICE DISCONNECT.
  2. BEUD WILL PROVIDE POLE OR TRANSFORMER AT PREARRANGED TERMINATION POINT FOR CONDUIT.
  3. CUSTOMER TO PROVIDE AND INSTALL ENCLOSURE PER SPECS, ENCLOSURE GROUND LUG, SERVICE DISCONNECT AND GROUND RODS. CUSTOMER SHALL PROVIDE ALL LOAD CONDUCTORS FROM CT CABINET TO SERVICE EQUIPMENT. REFER TO BEUD SERVICE GUIDELINE SECTION 25.2 FOR CT ENCLOSURE SPECIFICATIONS.
  4. GROUND ROD CONDUCTOR (SOLID COPPER): #6 AND SHALL BE BURIED. SERVICE GROUNDING CONDUCTOR AS REQUIRED BY NEC. GROUNDING CONDUCTOR MUST BE CONTINUOUS.
  5. CUSTOMER TO FURNISH AND INSTALL (2) 5/8" DIA. X 8' DRIVEN GROUND RODS, COPPER OR COPPER CLAD. 2 LOCATIONS PER NEC 250.53(A)(2). USE COPPER OR BRONZE GROUND ROD CONNECTORS OR CLAMPS. GROUND RODS MAY BE LAID IN DITCH THAT MEETS 30" DEPTH REQUIREMENT OF NEC 250.53(A)(4). GROUND RODS MUST BE 6' APART PER NEC 250.53(A)(3).
  6. CUSTOMER TO PROVIDE AND INSTALL SECONDARY CONDUIT. CONTACT BEUD 48 HOURS PRIOR TO INSTALLATION OF CONDUIT. CAUTION RIBBON MUST BE INSTALLED 12" ABOVE SECONDARY UNDERGROUND CONDUITS.
  7. EXPANSION COUPLER TO BE INSTALLED BETWEEN GROUND LEVEL AND METER BASE.

## 1600A CT METERED SYSTEM- PAD MOUNTED

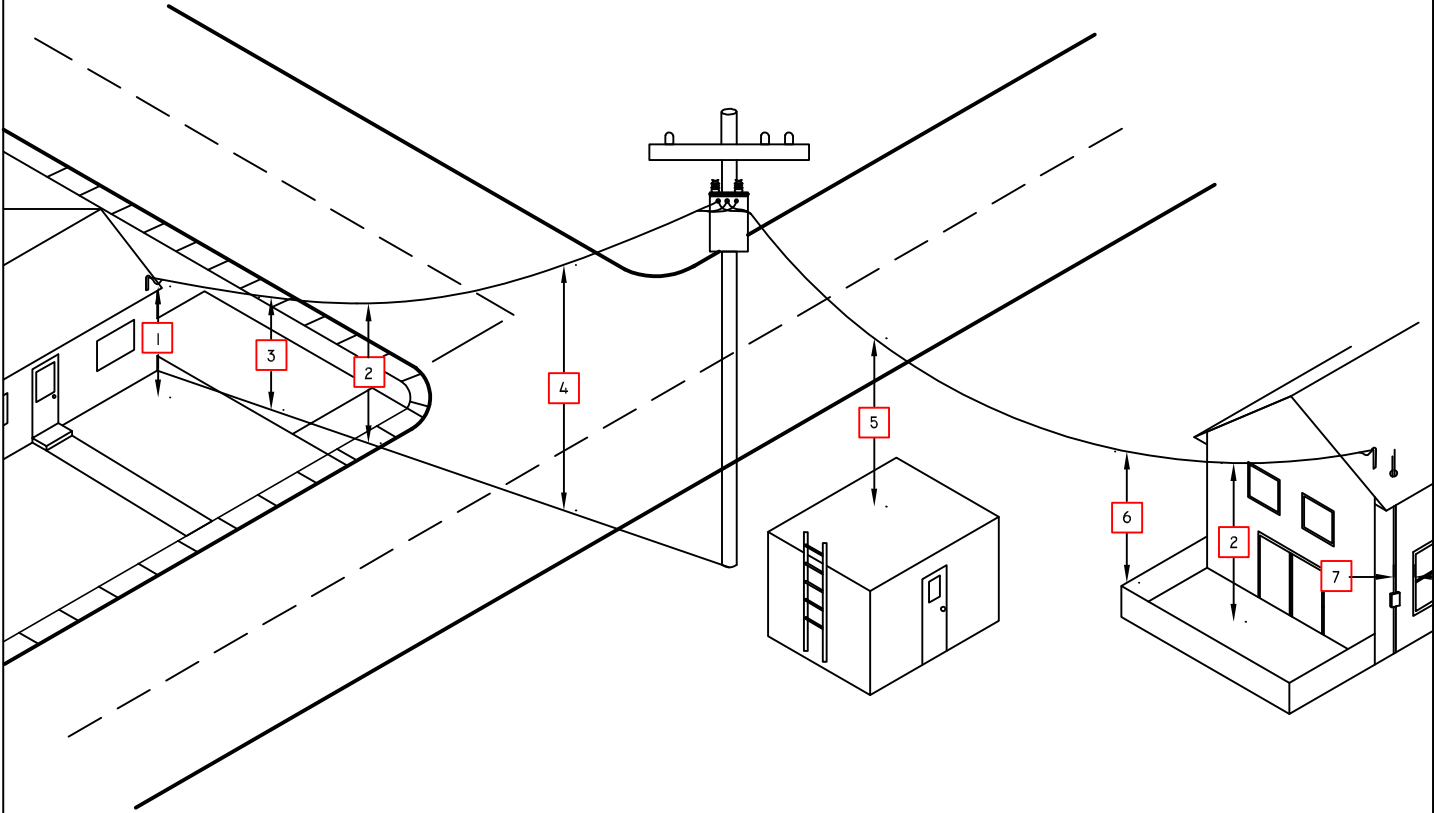


## 2000A-4000A CT METERED SYSTEM- PAD MOUNTED



### NOTES:

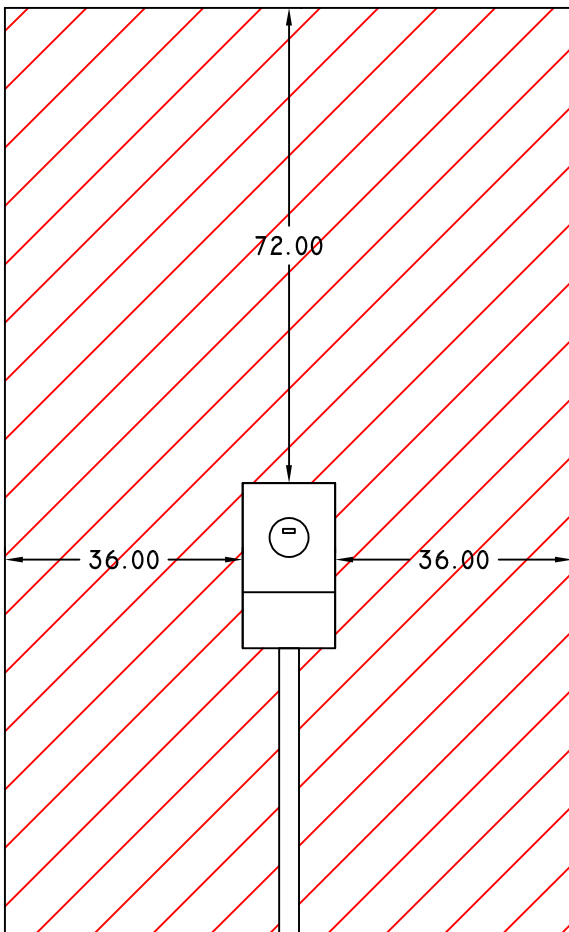
1. RINGLESS METER SOCKET PROVIDED AND INSTALLED BY BEUD. ENTRANCE TO METER SOCKET SHALL BE WATERPROOF. METER PROVIDED BY BEUD.
2. CUSTOMER TO PROVIDE AND INSTALL ENCLOSURE PER SPECS. ENCLOSURE GROUND LUG, SERVICE DISCONNECT, AND GROUND RODS. CUSTOMER SHALL PROVIDE ALL LOAD CONDUCTORS FROM CT CABINET TO SERVICE EQUIPMENT. REFER TO BEUD SERVICE GUIDELINE SECTION 25.2 FOR CT ENCLOSURE SPECIFICATIONS.
3. CUSTOMER TO GROUND AND BOND CT ENCLOSURE TO SYSTEM NEUTRAL.
4. GROUND ROD CONDUCTOR SIZE (SOLID COPPER): #6 AND SHALL BE BURIED. SERVICE GROUNDING CONDUCTOR AS REQUIRED BY NEC AT FIRST MEANS OF DISCONNECT. GROUNDING CONDUCTOR MUST BE CONTINUOUS.
5. MAIN DISCONNECT OR SHUNT TRIP LOCATION SHOULD BE COORDINATED WITH FIRE DEPARTMENT.
6. CUSTOMER TO FURNISH AND INSTALL 5/8" DIA. X 8' DRIVEN GROUND ROD, COPPER OR COPPER CLAD. USE COPPER OR BRONZE GROUND ROD CONNECTORS OR CLAMPS. GROUND ROD MAY BE LAID IN DITCH THAT MEETS 30" DEPTH REQUIREMENT OF NEC 250.53(A)(4).
7. CUSTOMER TO PROVIDE AND INSTALL SECONDARY CONDUIT. CONTACT BEUD 48 HOURS PRIOR TO INSTALLATION OF CONDUIT. CAUTION RIBBON MUST BE INSTALLED 12" ABOVE SECONDARY UNDERGROUND CONDUITS.
8. CUSTOMER TO PROVIDE AND INSTALL UL APPROVED SERVICE DISCONNECT SIZED PER NEC FOR SERVICE AMPERAGE RATING AND SHORT-CIRCUIT CURRENT RATING.
9. BEUD TO PROVIDE CONDUCTOR TO CT CABINET, CT WIRING AND CONNECTIONS BETWEEN CT AND METER SOCKET.



NOTES: #

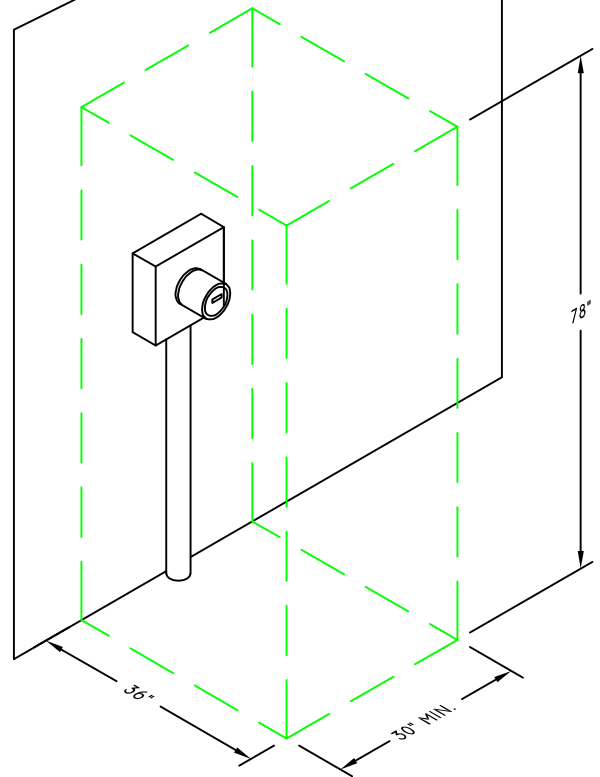
1. 12' MINIMUM VERTICAL CLEARANCE (INCLUDING DRIP LOOP) OVER RESIDENTIAL PROPERTY ACCESSIBLE TO PEDESTRIANS ONLY. REFER TO NESC TABLE 232-I IF BUILDING HEIGHT DOES NOT ALLOW THIS CLEARANCE.
2. 12' MINIMUM VERTICAL CLEARANCE OVER RESIDENTIAL PROPERTY ACCESSIBLE TO PEDESTRIANS. NESC TABLE 231-I
3. 16' MINIMUM VERTICAL CLEARANCE OVER RESIDENTIAL PRIVATE DRIVEWAYS.. NESC TABLE 231-I
4. 16' MINIMUM VERTICAL CLEARANCE OVER ROADS, STREETS, AND OTHER AREAS SUBJECT TO TRUCK TRAFFIC. NEC 230.24(B)(4)
5. 11' MINIMUM VERTICAL CLEARANCE OVER ADJACENT, ACCESSIBLE ROOFS. NESC TABLE 234-I.
6. 11' MINIMUM VERTICAL CLEARANCE OVER ATTACHED BALCONIES, PORCHES, OR DECKS READILY ACCESSIBLE TO PEDESTRIANS. NESC 234(C)(3)(d)(I)
7. 3' MINIMUM VERTICAL AND HORIZONTAL CLEARANCE FROM WINDOW OR DOOR OPENINGS. NESC 234(C)(3)(d)(I)





**NOT ALLOWED WITHIN RED HATCHED AREA:**

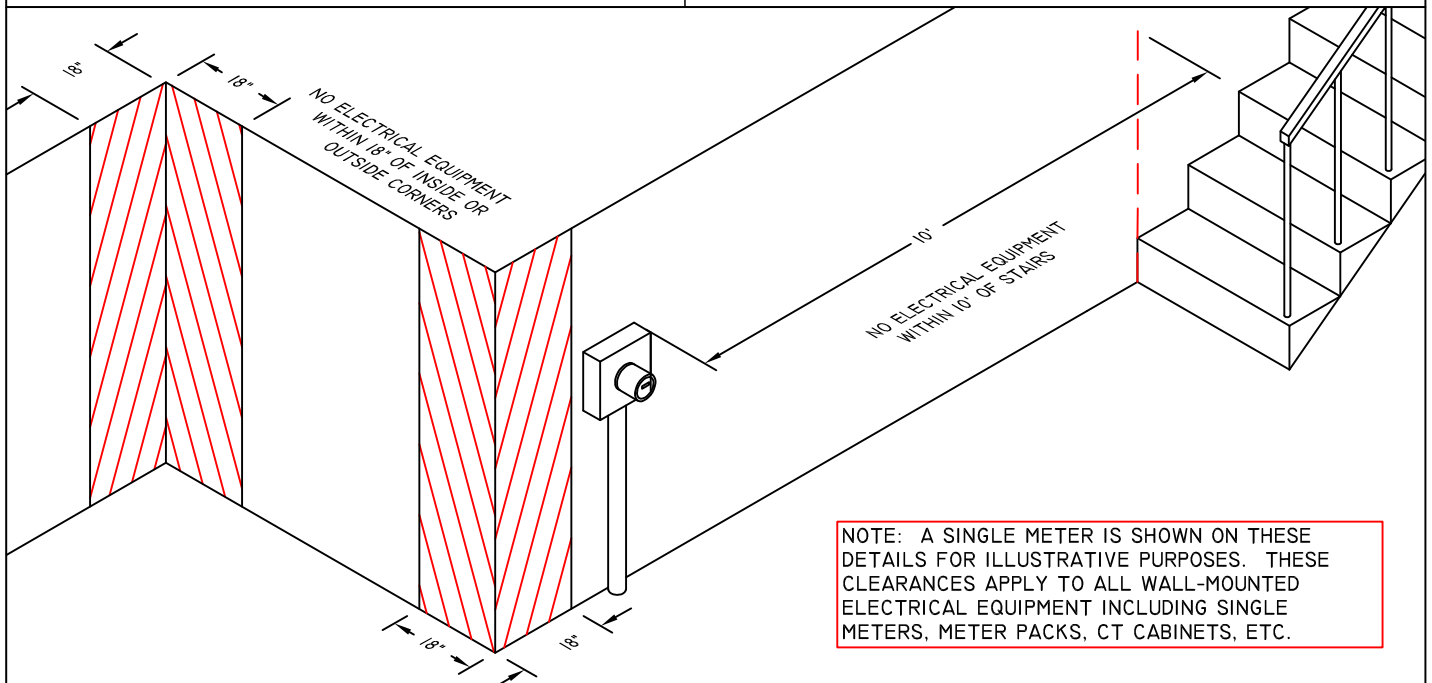
- DOORS
- WINDOWS THAT PROVIDE EGRESS
- GAS METERS
- CATV/TELCO EQUIPMENT
- HVAC EQUIPMENT
- VENTILATION LOUVERS
- HOSE BIB



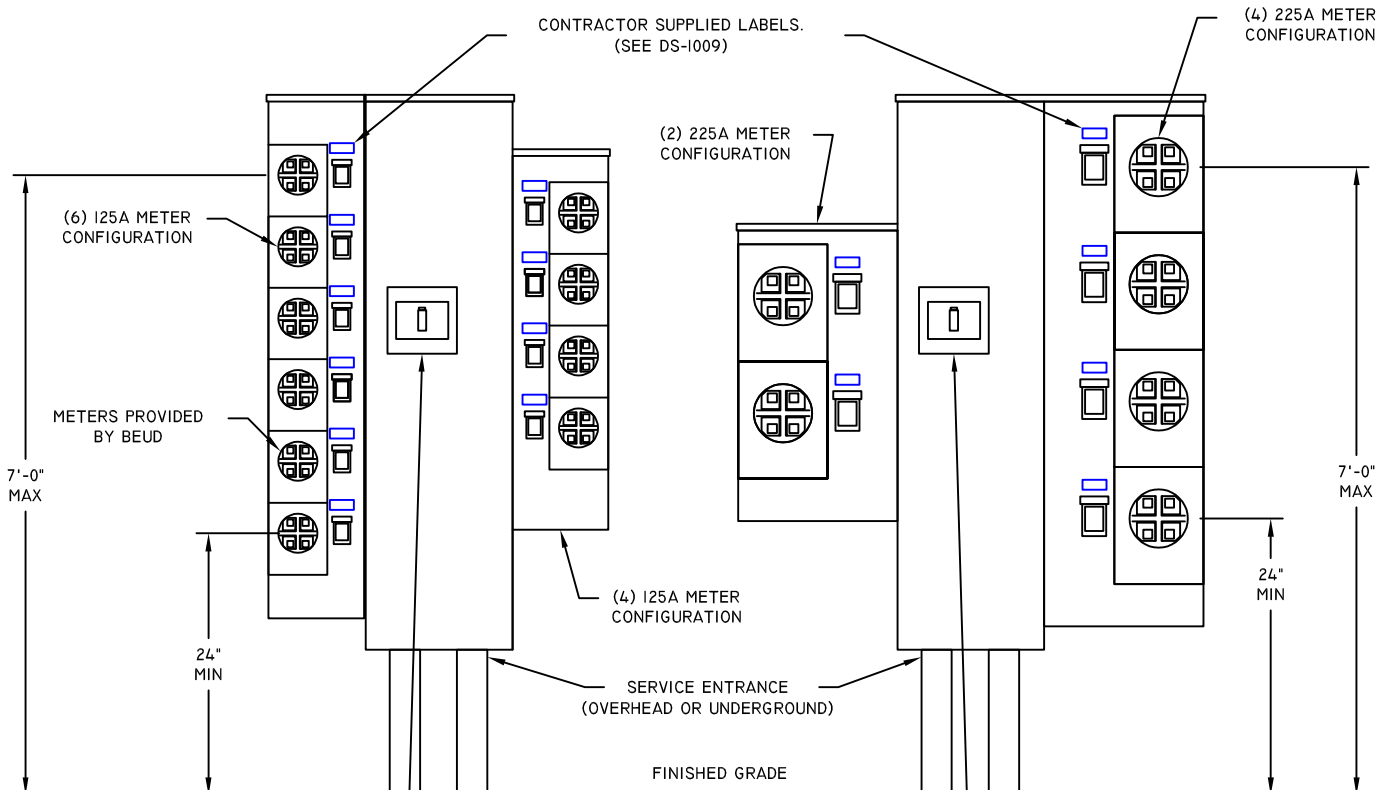
**SAFE WORKING CLEARANCE ZONE**

THESE AREAS MUST BE KEPT CLEAR AND UNOBSTRUCTED AS A SAFE WORKING CLEARANCE ZONE.

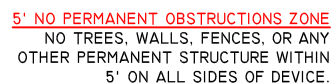
MINIMUM 30" HORIZONTAL CLEARANCE REFERS TO ANY EQUIPMENT LESS THAN 30" WIDE. FOR EQUIPMENT GREATER THAN 30" WIDE, THE CLEARANCE ZONE EXTENDS TO THE WIDTH OF THE EQUIPMENT.



NOTE: CONTRACTOR TO PROVIDE AND  
INSTALL ALL MECHANICAL LUGS.



REFER TO DS-1410  
FOR CLEARANCES  
AROUND STRUCTURES.



**3' NO LANDSCAPING ZONE**  
NO PLANTS OR SHRUBS WITHIN  
3' ON ALL SIDES OF DEVICE.

**10' WORKING ZONE**  
10' CLEAR AREA MUST BE MAINTAINED  
ACROSS WIDTH OF DEVICE ON OPENING SIDE.  
(MAY BE REDUCED TO 6' FOR SECONDARY PEDESTALS.)



PADMOUNT SWITCHGEAR - MAINTAIN 5' CLEARANCE FROM  
ACCESS DOOR SIDE OF DEVICE.



THREE-PHASE PRIMARY JUNCTION BOX



### THREE-PHASE PADMOUNT TRANSFORMER



### SINGLE-PHASE PADMOUNT TRANSFORMER



SECONDARY PEDESTAL

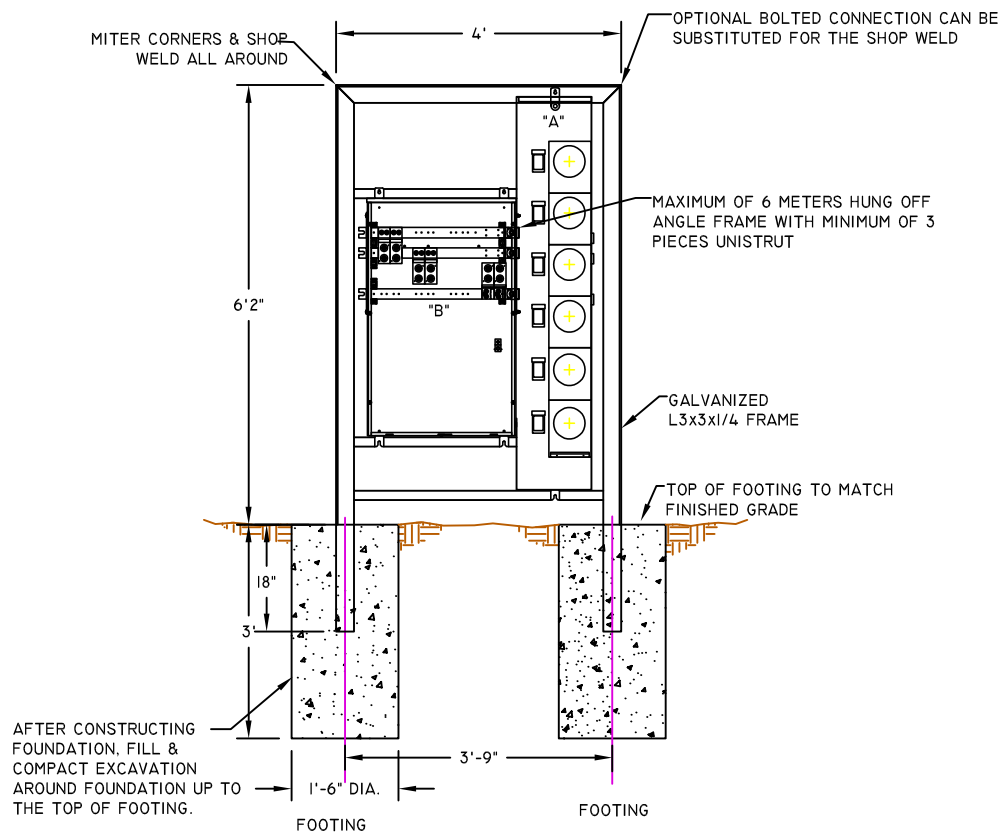
| CT Cabinet Part Numbers                         |                     |         |        |       |       |
|-------------------------------------------------|---------------------|---------|--------|-------|-------|
| WALL-MOUNTED CABINET FOR OVERHEAD CT SERVICE    |                     |         |        |       |       |
| Ampacity                                        | Part Number         | Cabinet | Height | Width | Depth |
| 600                                             | BEDCT6-4L-PGRY      | CR48SL  | 48     | 36    | 15    |
| 800                                             | BEDCT8-4L-PGRY      | CR48SL  | 48     | 36    | 15    |
|                                                 |                     |         |        |       |       |
| WALL-MOUNTED CABINET FOR UNDERGROUND CT SERVICE |                     |         |        |       |       |
| Ampacity                                        | Part Number         | Cabinet | Height | Width | Depth |
| 600                                             | BEDSB6-4-A-CT-PGRY  | CL48    | 48     | 33    | 12    |
| 800                                             | BEDSB8-4-A-CT-PGRY  | CL48    | 48     | 33    | 12    |
| 1200                                            | BEDSB12-4-A-CT-PGRY | CL48    | 48     | 33    | 12    |
|                                                 |                     |         |        |       |       |
| PAD-MOUNTED CABINET FOR UNDERGROUND CT SERVICE  |                     |         |        |       |       |
| Ampacity                                        | Part Number         | Cabinet | Height | Width | Depth |
| 1600                                            | BEDSCC16-4-A-CT     | N/A     | 60     | 36    | 24    |
| 2000                                            | BEDSCC20-4-A-CT     | N/A     | 60     | 51    | 24    |
| 2500                                            | BEDSCC25-4-A-CT     | N/A     | 60     | 51    | 24    |
| 3000                                            | BEDSCC30-4-A-CT     | N/A     | 60     | 51    | 24    |
| 4000                                            | BEDSCC40-4-A-CT     | N/A     | 60     | 51    | 24    |

**NOTES:**

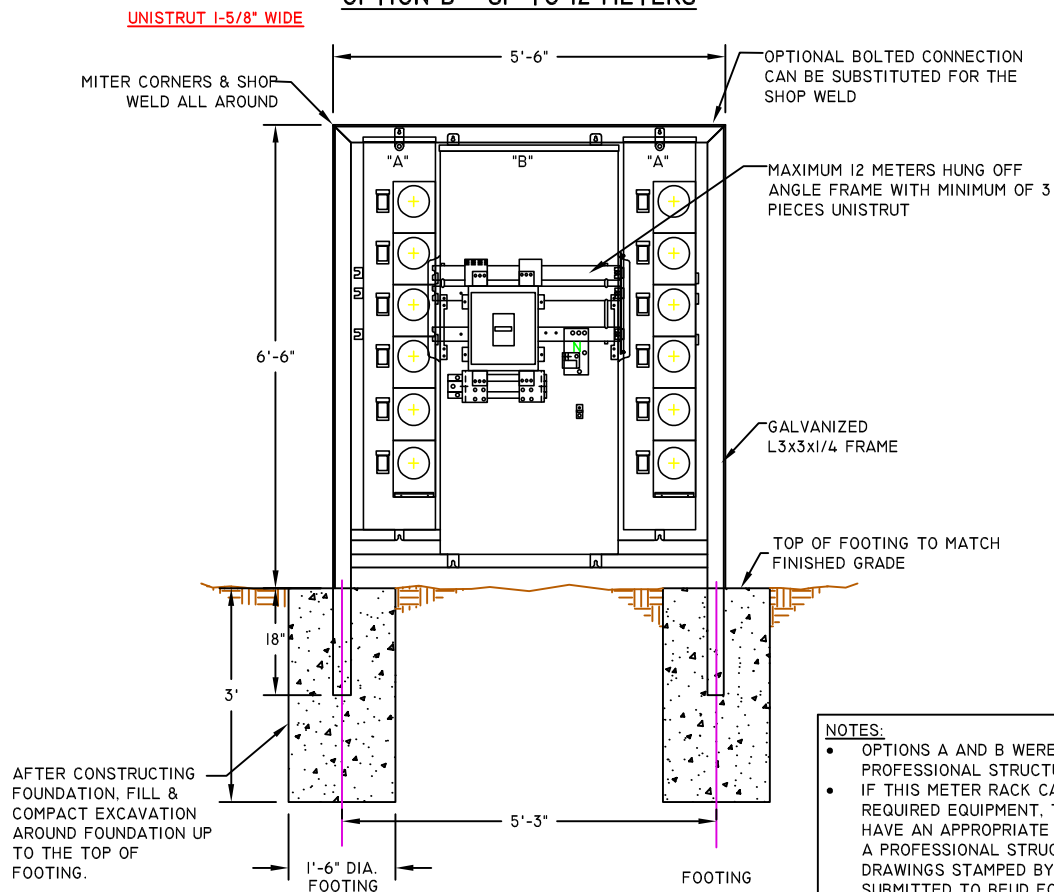
- CT CABINETS ARE REQUIRED IF A TRANSFORMER IS FEEDING A CT SERVICE AND A NON-CT SERVICE, OR MULTIPLE CT SERVICES.
- BEUD WILL PROVIDE CT'S INSIDE CABINET.
- CONTRACTOR TO PROVIDE CABINET AND ALL LINE AND LOAD LUGS INSIDE CABINET.
- THIS LIST REPLACES ANY REFERENCES TO PREVIOUS SPECS DS-1021, DS-1022, AND DS-1023.



## OPTION A - UP TO 6 METERS



## OPTION B - UP TO 12 METERS

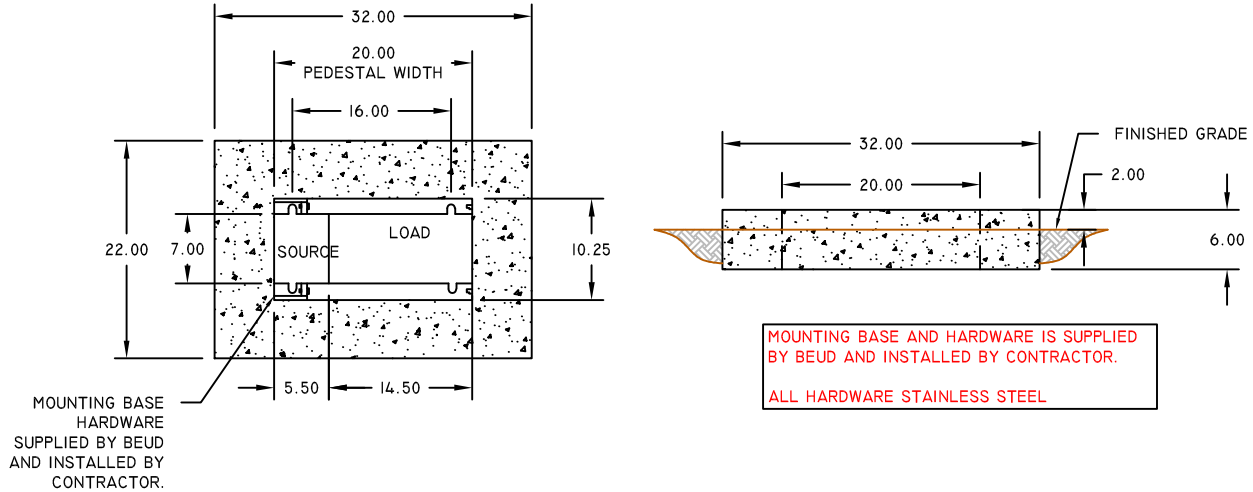


### NOTES:

- OPTIONS A AND B WERE DESIGNED BY A PROFESSIONAL STRUCTURAL ENGINEER.
- IF THIS METER RACK CANNOT ACCOMMODATE THE REQUIRED EQUIPMENT, THE DEVELOPER MUST HAVE AN APPROPRIATE METER RACK DESIGNED BY A PROFESSIONAL STRUCTURAL ENGINEER. DESIGN DRAWINGS STAMPED BY THE ENGINEER MUST BE SUBMITTED TO BEUD FOR REVIEW PRIOR TO INSTALLATION.
- FOR BOTH OPTIONS, GROUNDING SHALL BE PER NEC TABLE 250.122

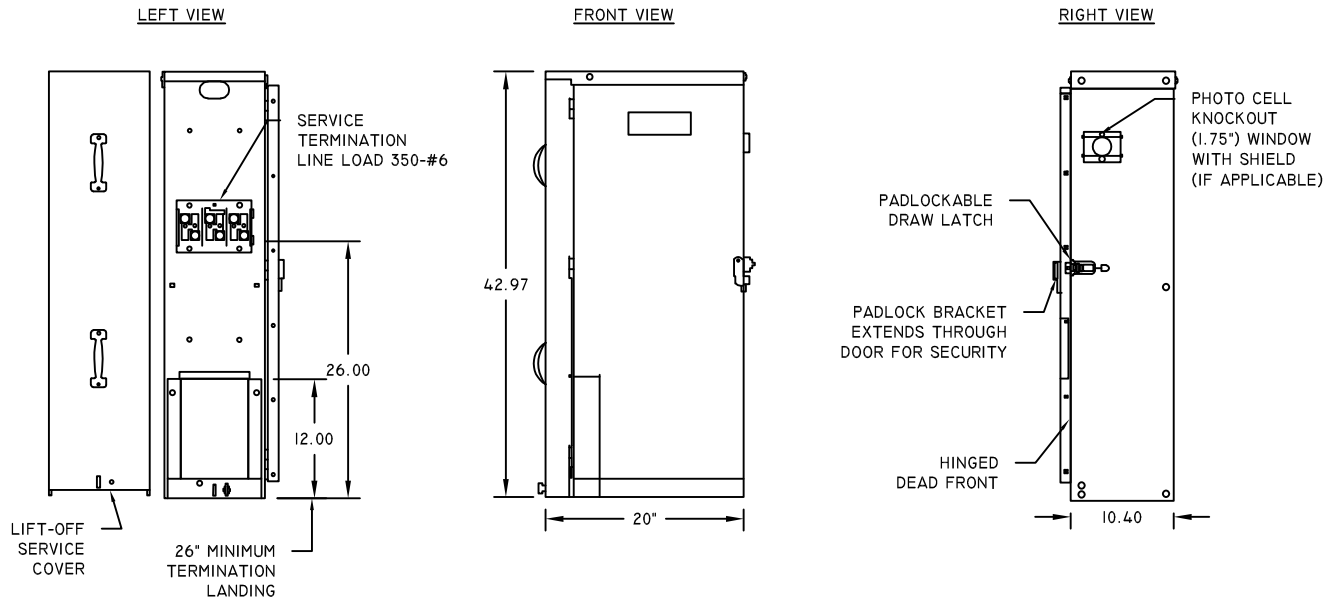
## MOUNTING BASE DETAIL

BEUD INVENTORY #1886  
MFR PART NUMBER CP-20-PAD



## CONTACTOR PANEL

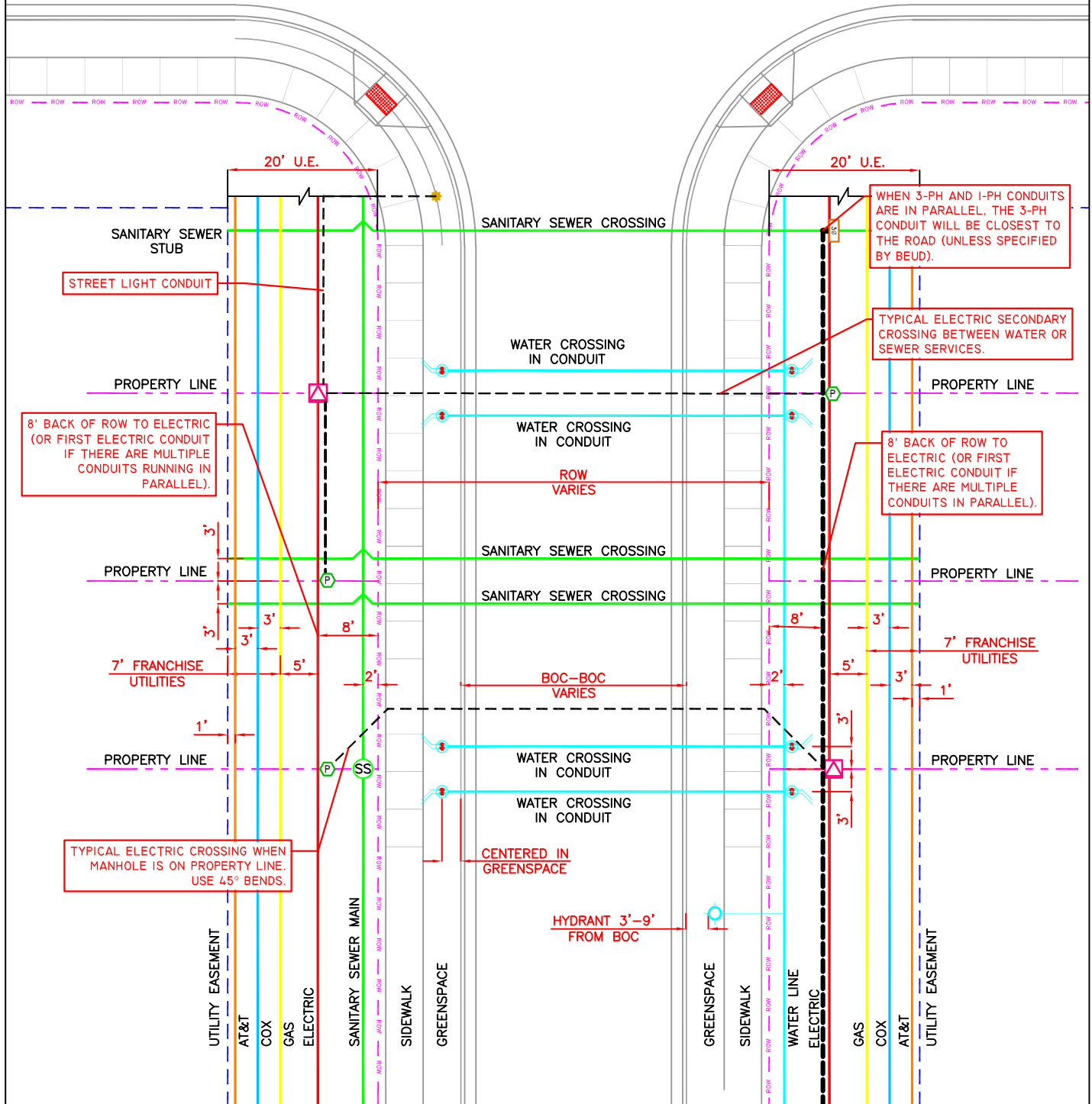
BEUD INVENTORY #1887  
MFR PART NUMBER CPA30III5PSP1



NOT IN USE FOR REVISION 5

UTILITY SEPARATIONS:

10' HORZ. BETWEEN WATER & SANITARY SEWER  
 18" VERT. BETWEEN WATER & SANITARY SEWER  
 5' HORZ. BETWEEN ELECTRIC & WATER OR SANITARY SEWER (MAIN LINES, NOT SERVICES)  
 6" MIN VERT. BETWEEN ELECTRIC & WATER OR SANITARY SEWER  
 12" MIN. HORZ. BETWEEN ELECTRIC AND FRANCHISE UTILITIES  
 12" MIN. VERT. BETWEEN SECONDARY CONDUIT AND WATER OR SANITARY SEWER





# TYPICAL ELECTRIC CONDUIT TRENCH IN GREEN SPACE

REFER TO BENTONVILLE SUBDIVISION CODE SECTION 1400.12 (AS CURRENTLY AMENDED), *LANDSCAPING LOCATION AND UTILITY CLEARANCES*, FOR REQUIREMENTS FOR TREE PLANTINGS AROUND BURIED UTILITY LINES AND EQUIPMENT.

## SECONDARY CONDUIT DIMENSIONS

MIN. 24" COVER  
MAX. 30" COVER\*  
TOP OF CONDUIT  
TO FINAL GRADE

CAUTION RIBBON  
12" ABOVE

CLASS 67 STONE 6" ABOVE  
(NOT REQ'D. FOR SERVICES)

4" CONDUIT  
SEPARATION

PRIMARY AND SECONDARY IN SAME  
DITCH MAY NOT BE STACKED.  
MINIMUM 12" HORIZONTAL  
SEPARATION REQUIRED.

TRENCH WIDTH AS REQ'D.  
TO MAINTAIN CONDUIT SPACINGS.  
MINIMUM 12" DITCH FOR SINGLE CONDUIT.

## PRIMARY CONDUIT DIMENSIONS

BACKFILL WITH NATIVE SOIL  
NO ROCKS LARGER THAN 4"

MIN. 48" COVER\*  
TOP OF CONDUIT  
TO FINAL GRADE

CAUTION RIBBON  
18" ABOVE

CLASS 67 STONE  
6" ABOVE\*\*

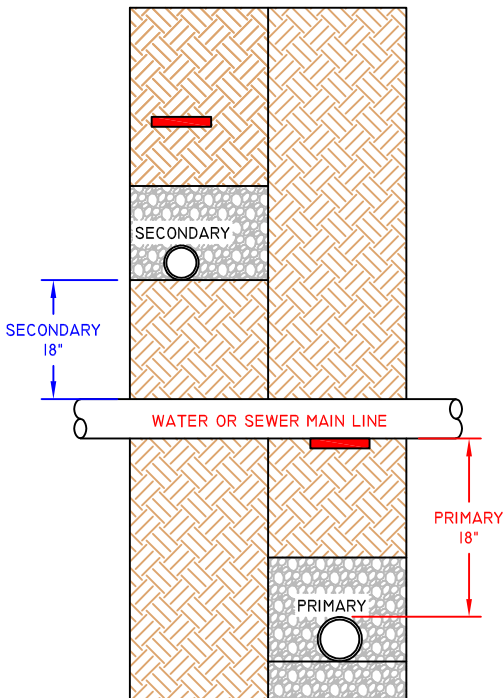
CLASS 67 STONE  
4" BELOW PRIMARY

4" CONDUIT  
SEPARATION

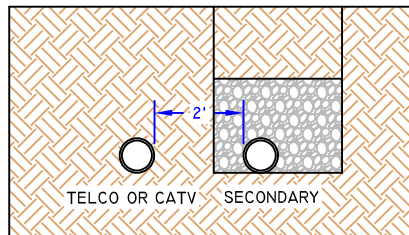
### \*NOTES:

- \* ANY VARIANCE IN CONDUIT DEPTH FROM GIVEN DIMENSIONS MUST BE APPROVED BY BEUD.
- \*\* 18" OF CLASS 67 STONE MAY BE USED BETWEEN TOP OF PRIMARY CONDUIT AND CAUTION RIBBON IN LIEU OF 6" OF CLASS 67 GRAVEL AND 12" OF BACKFILL. SB-2 IS NOT ALLOWED.

## VERTICAL SEPARATION BETWEEN ELECTRIC CONDUITS CROSSING WATER OR SEWER MAIN LINE

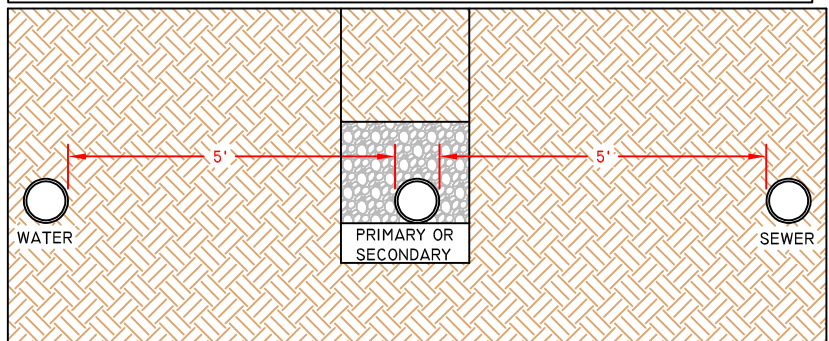


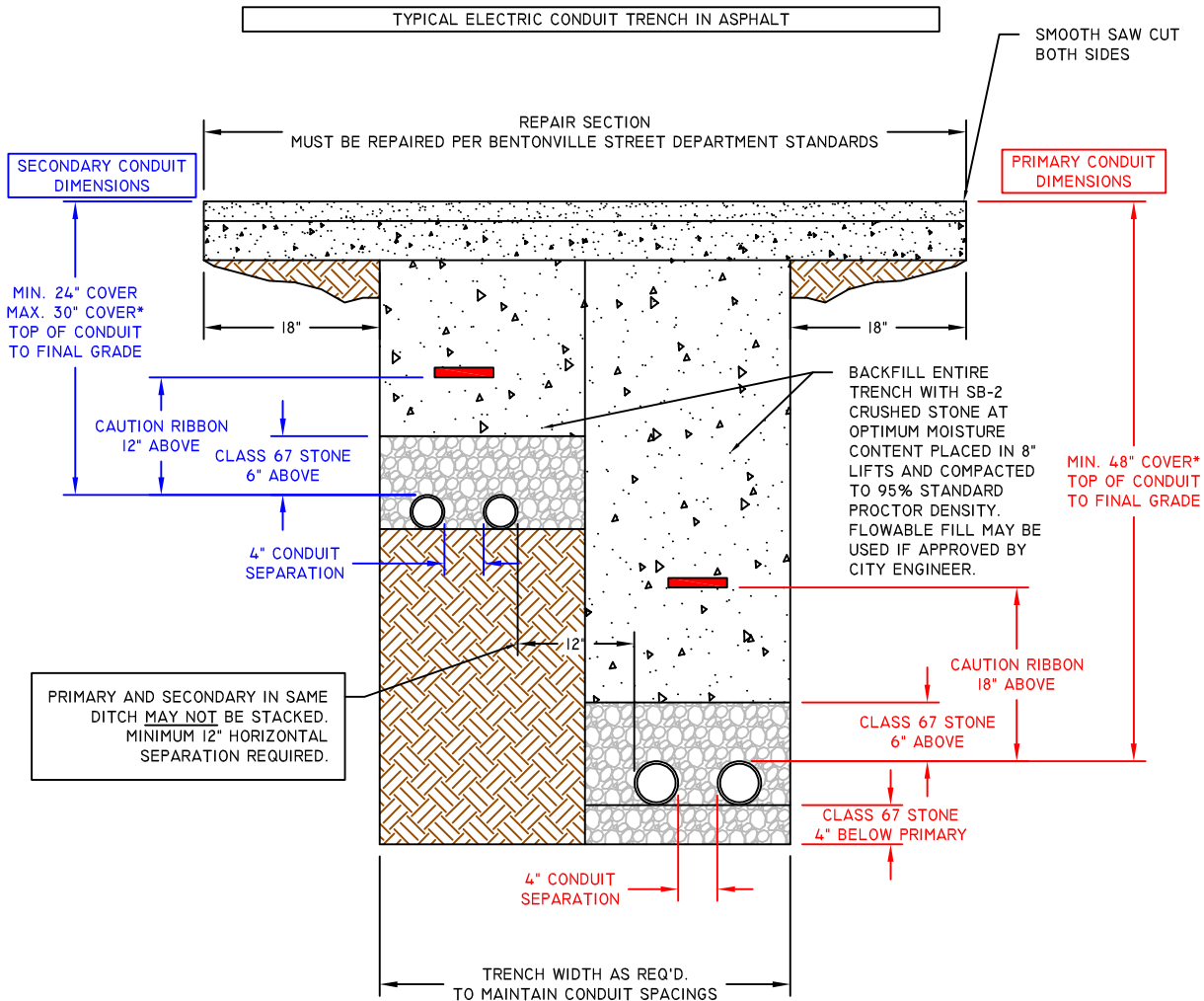
## HORIZONTAL SEPARATION FOR TELCO OR CATV CONDUITS



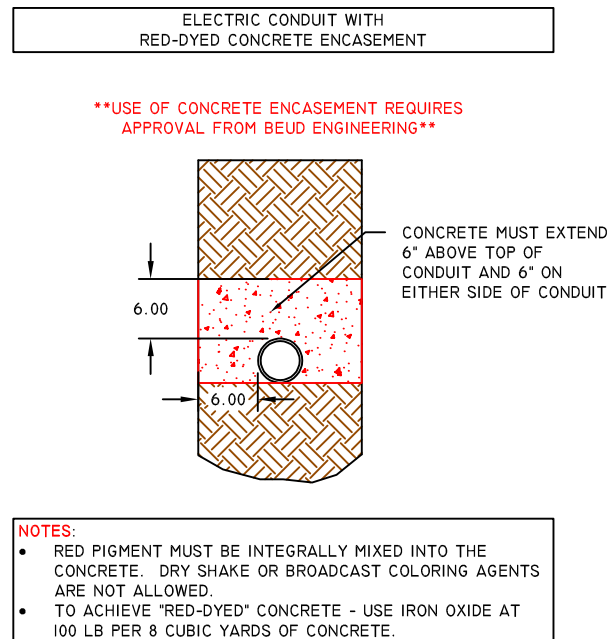
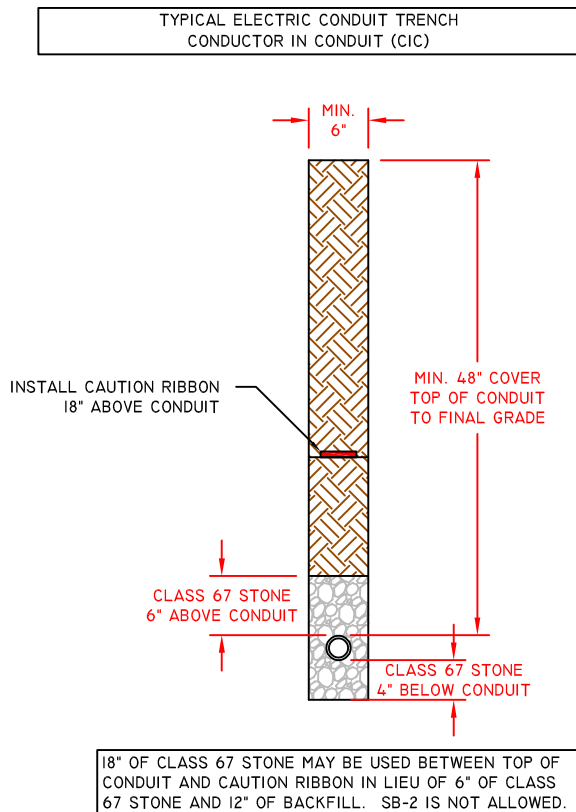
BEUD CLEARANCE FROM CONDUIT TO GAS LINES IS MINIMUM 12". CONTACT BLACK HILLS ENERGY TO DETERMINE IF THERE ARE MORE STRINGENT CLEARANCE REQUIREMENTS BASED ON THE TYPE OF GAS LINE.

## HORIZONTAL SEPARATION FOR ELECTRIC CONDUITS RUNNING PARALLEL TO WATER OR SEWER



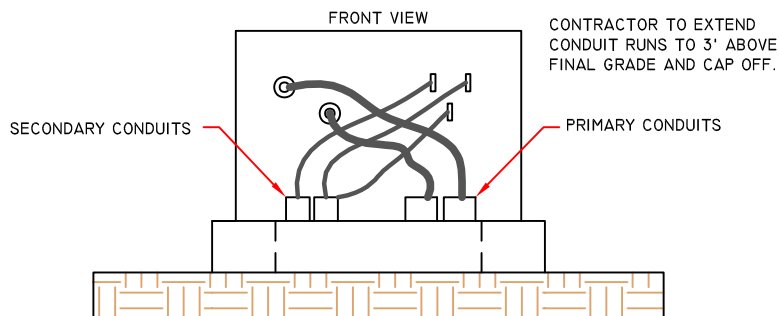
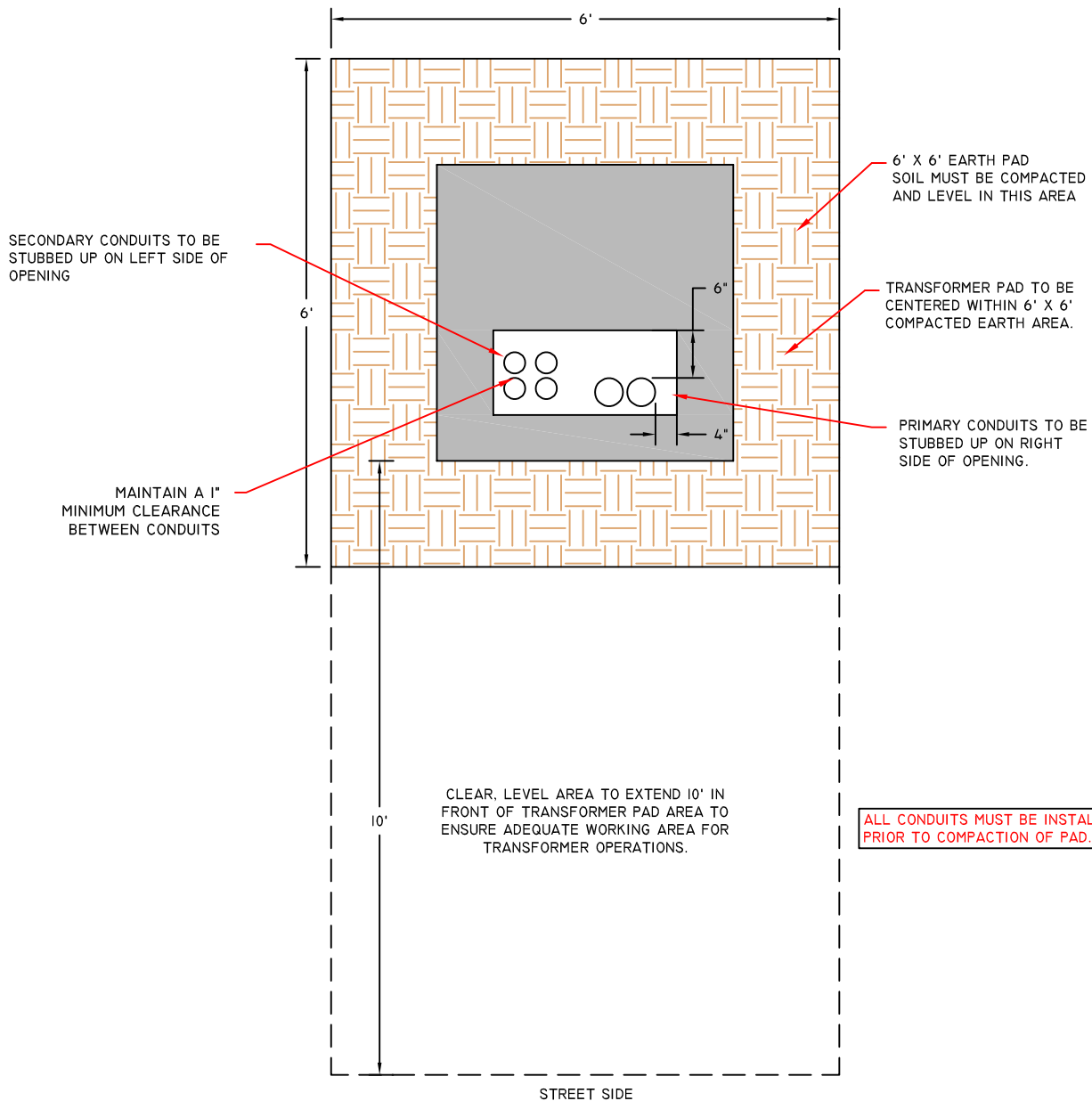


**\*NOTE:**  
\* ANY VARIANCE IN CONDUIT DEPTH FROM GIVEN DIMENSIONS MUST BE APPROVED BY BEUD.



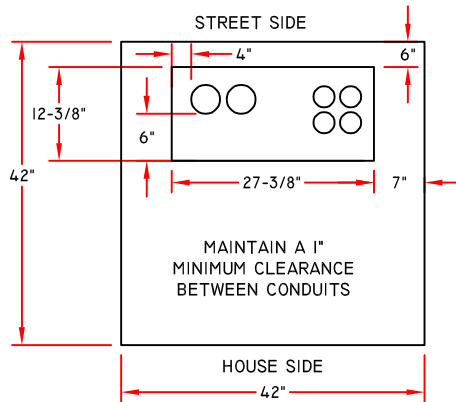
PER BEUD SPEC 10.11.9, THE USE OF RED-DYED CONCRETE IS ONLY APPLICABLE TO PRIMARY AND SECONDARY CONDUITS - NOT SERVICES.

PLAN VIEW HOUSE SIDE



FOR CT APPLICATIONS, A MAXIMUM OF FOUR (4)  
CONDUITS ALLOWED UNLESS APPROVED BY BEUD.

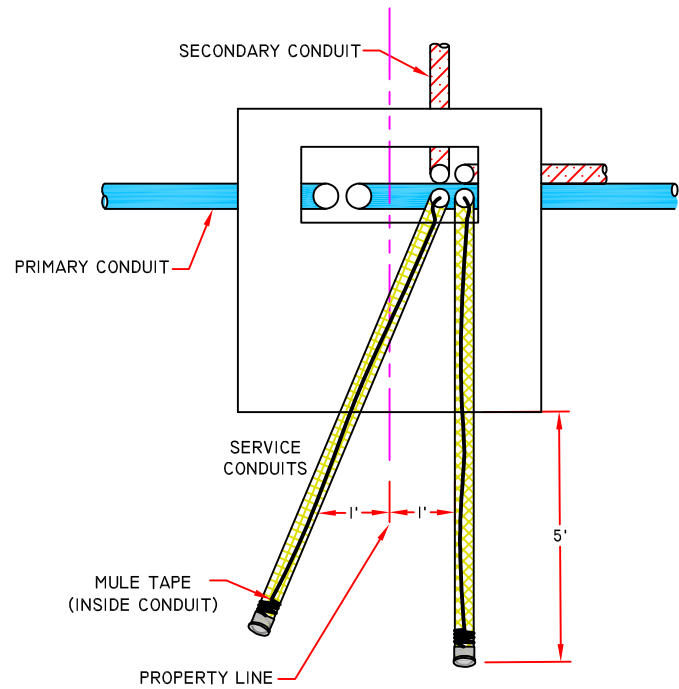
PLAN VIEW - PAD DIMENSIONS



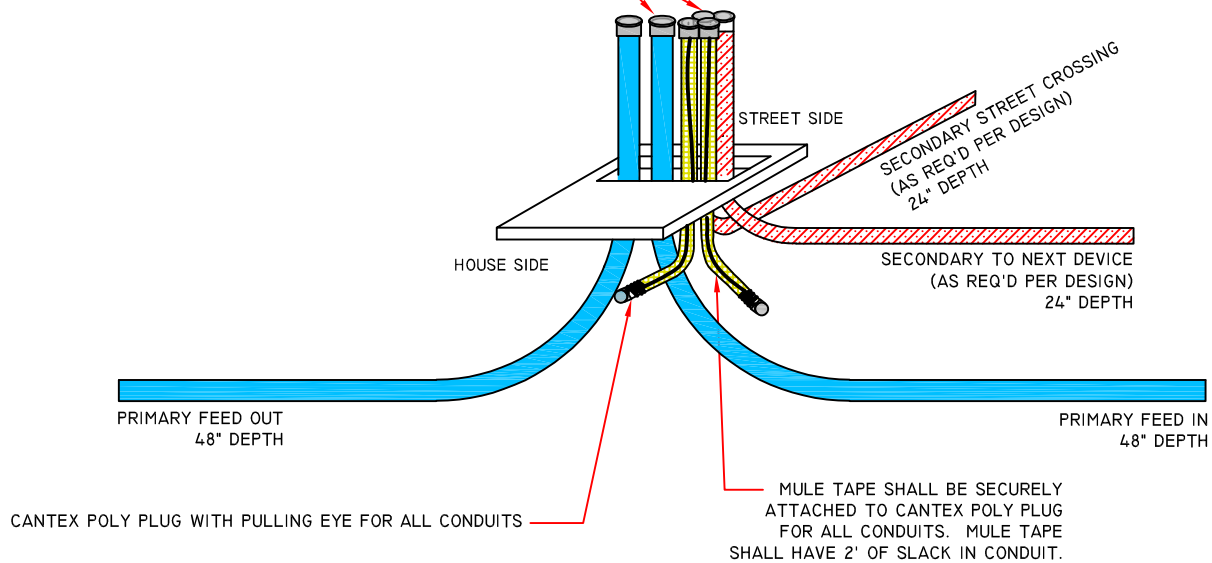
ACTUAL NUMBER OF CONDUITS WILL VARY BASED  
ON BEUD DESIGN FOR EACH INSTALLATION.

FOR ZERO LOT LINE APPLICATIONS, REFER TO  
BEUD LAYOUT FOR STUB OUT LOCATIONS.

PLAN VIEW - CONDUIT LAYOUT



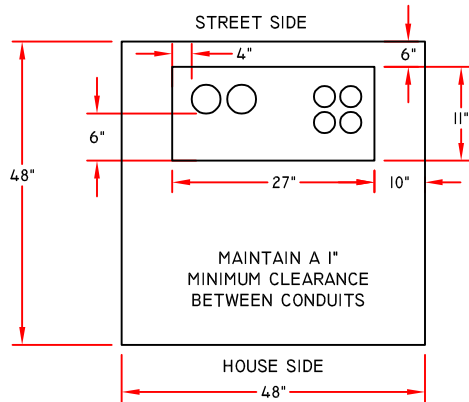
INDUSTRY STANDARD PVC CAPS





FOR CT APPLICATIONS, A MAXIMUM OF FOUR (4)  
CONDUITS ALLOWED UNLESS APPROVED BY BEUD.

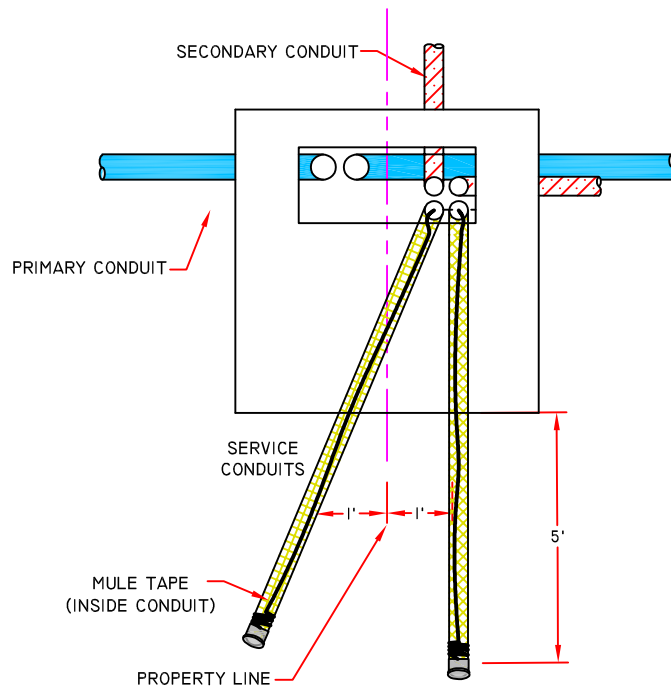
PLAN VIEW - PAD DIMENSIONS



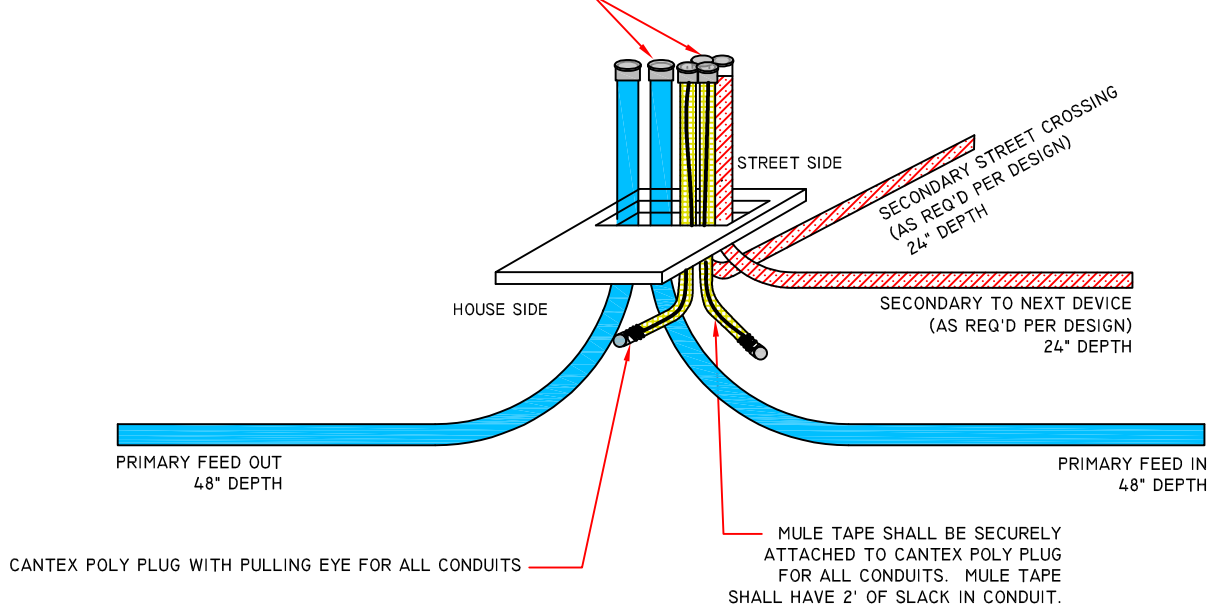
ACTUAL NUMBER OF CONDUITS WILL VARY BASED  
ON BEUD DESIGN FOR EACH INSTALLATION.

FOR ZERO LOT LINE APPLICATIONS, REFER TO  
BEUD LAYOUT FOR STUB OUT LOCATIONS.

PLAN VIEW - CONDUIT LAYOUT

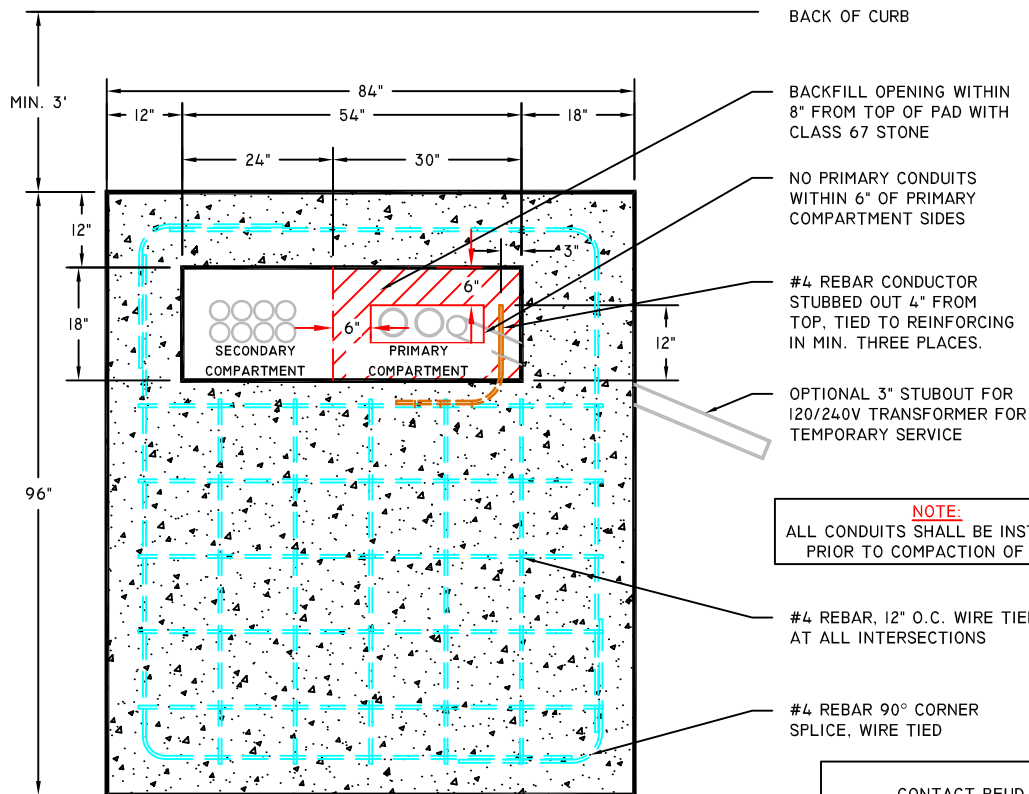


INDUSTRY STANDARD PVC CAPS

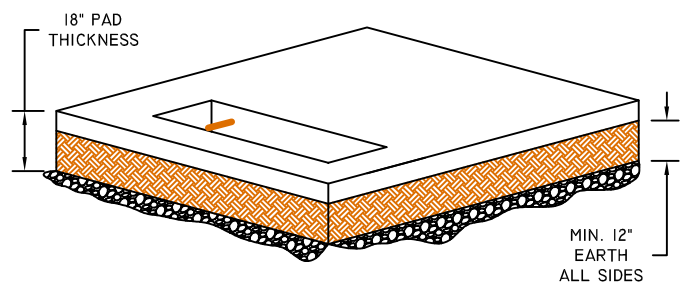
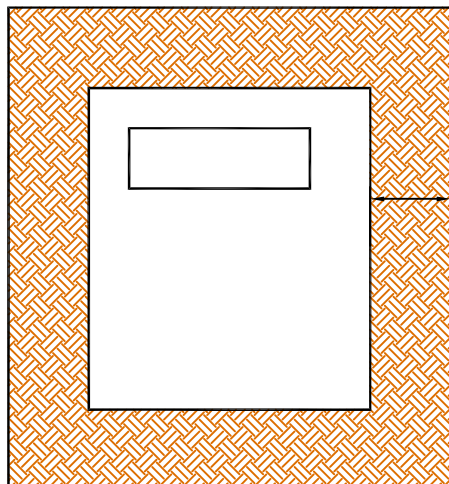
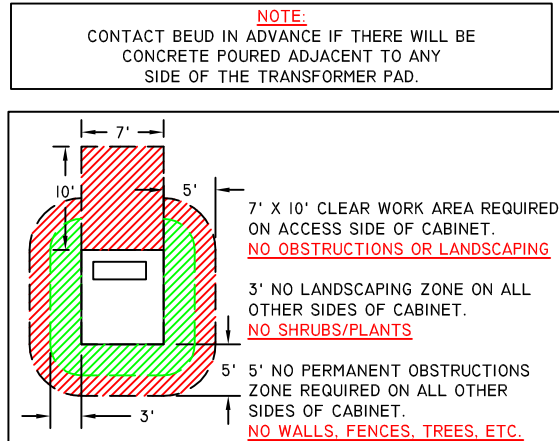
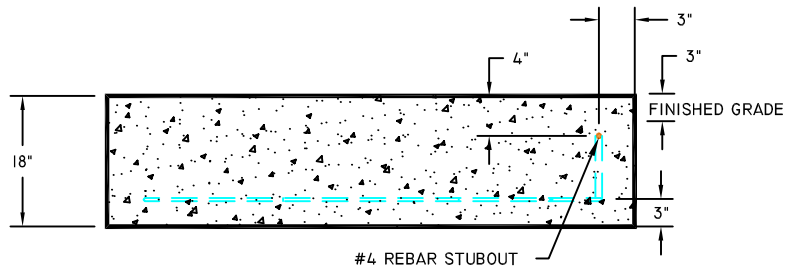




IF EQUIPMENT IS LOCATED WITHIN 3' OF BACK OF CURB, BOLLARDS ARE REQUIRED.  
SEE PLANS FOR LOCATIONS. SEE DS-1418 FOR BOLLARD DETAIL.



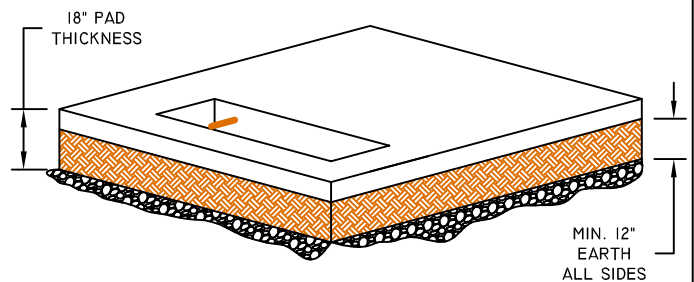
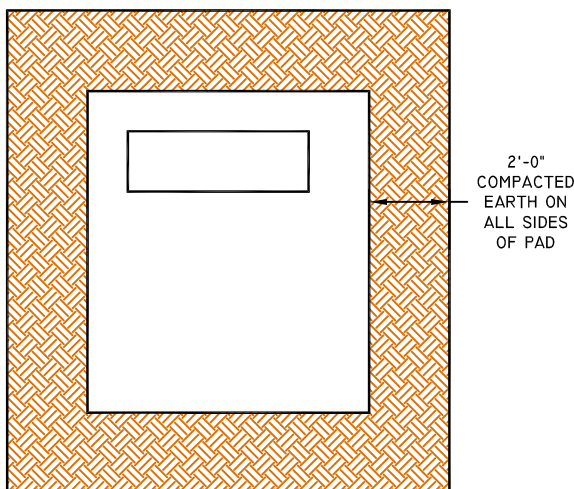
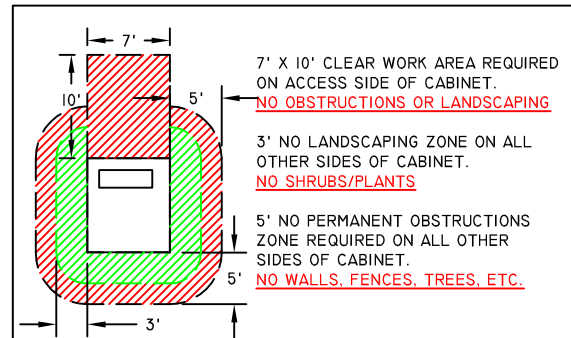
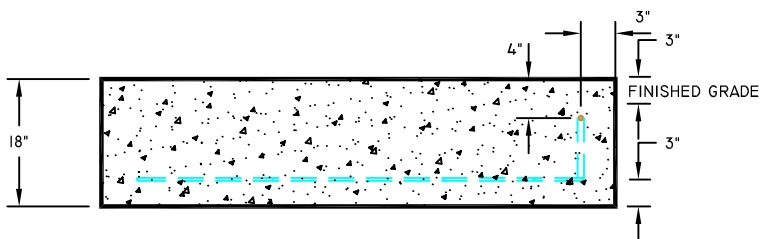
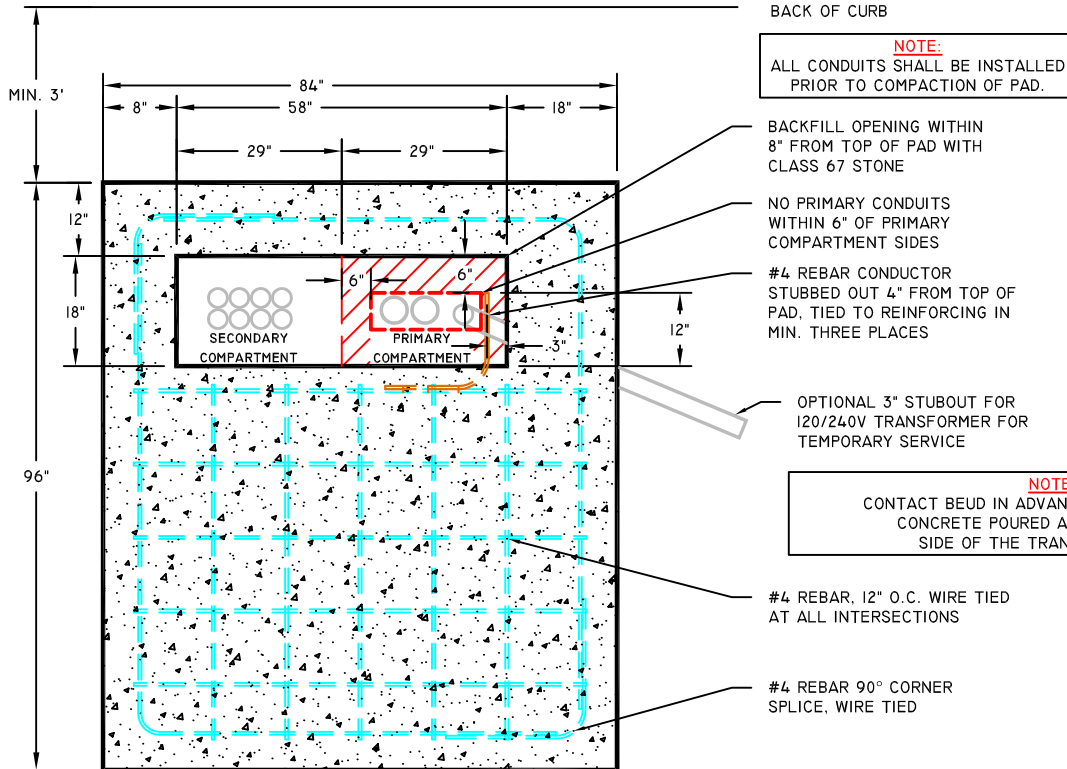
**CONTRACTOR NOTE:**  
TRANSFORMER COMPARTMENTS ARE NOT EQUAL SIZE.  
KEEP CONDUITS ON CORRECT SIDE OF OPENING.



TRANSFORMER PAD SHALL BE 18" THICK TO MEET NESC 94.8.6.  
NO COPPER GROUND RING IS REQUIRED IF THE CONCRETE DEPTH BELOW GRADE IS AT LEAST 12". CLASS 67 STONE IS ACCEPTABLE UNDER THE PAD AS LONG AS THERE IS AT LEAST 12" OF EARTH EXTENDING 2' ON ALL FOUR SIDES OF THE TRANSFORMER PAD. IF THERE IS NOT 2' OF COMPACTION EARTH ON ALL FOUR SIDES OF TRANSFORMER PAD, A THICKER PAD MAY BE REQUIRED IN ORDER TO MEET GROUNDING REQUIREMENTS.



IF EQUIPMENT IS LOCATED WITHIN 3' OF BACK OF CURB, BOLLARDS ARE REQUIRED.  
SEE PLANS FOR LOCATIONS. SEE DS-1418 FOR BOLLARD DETAIL.



TRANSFORMER PAD SHALL BE 18" THICK TO MEET NESC 94.8.6. NO COPPER GROUND RING IS REQUIRED IF THE CONCRETE DEPTH BELOW GRADE IS AT LEAST 12". CLASS 67 STONE IS ACCEPTABLE UNDER THE PAD AS LONG AS THERE IS AT LEAST 12" OF EARTH EXTENDING 2' ON ALL FOUR SIDES OF THE TRANSFORMER PAD. IF THERE IS NOT 2' OF COMPACTED EARTH ON ALL FOUR SIDES OF TRANSFORMER PAD, A THICKER PAD MAY BE REQUIRED IN ORDER TO MEET GROUNDING REQUIREMENTS.

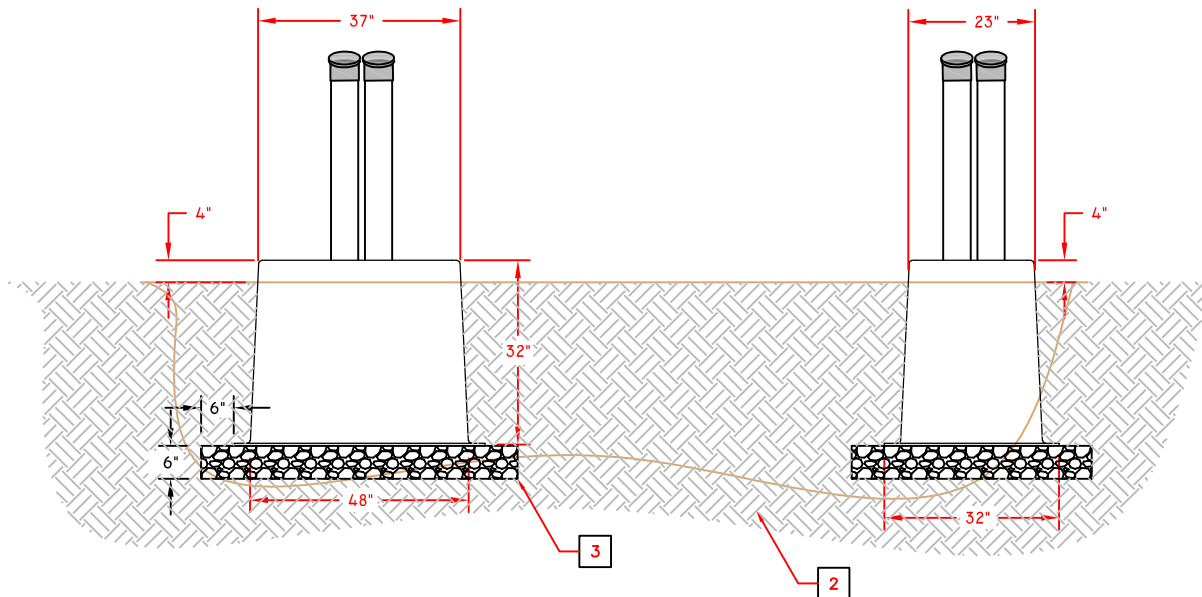
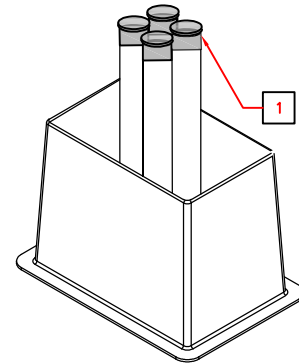
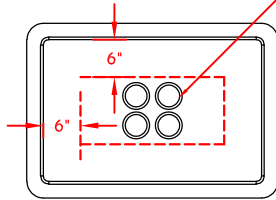




MAP SYMBOL

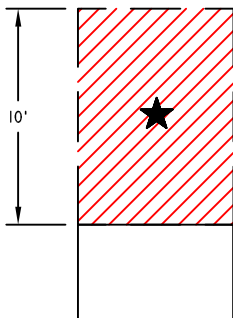


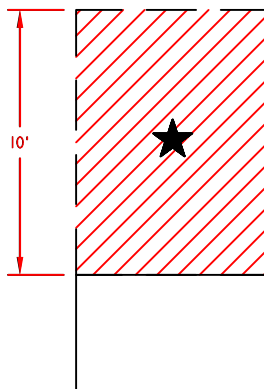
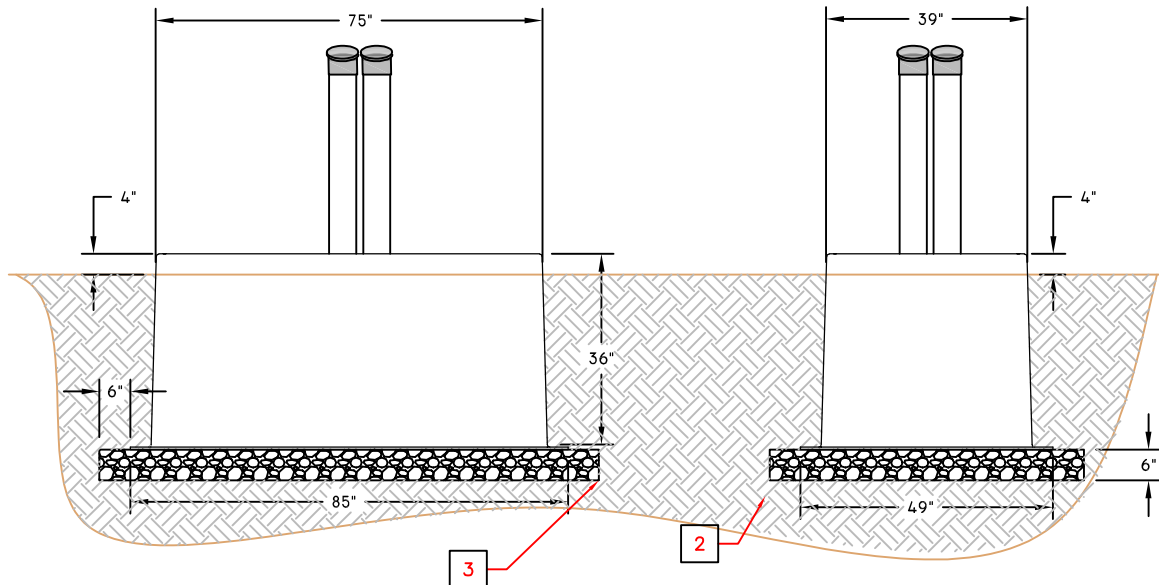
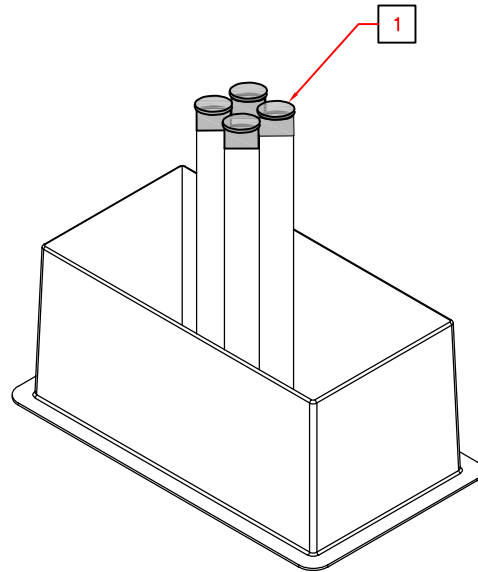
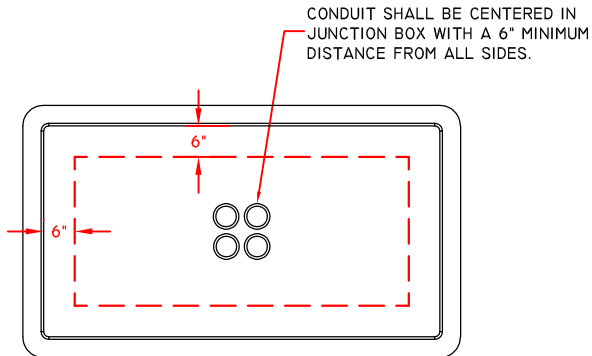
CONDUIT SHALL BE CENTERED IN JUNCTION BOX WITH A 6" MINIMUM DISTANCE FROM ALL SIDES.



#### NOTES:

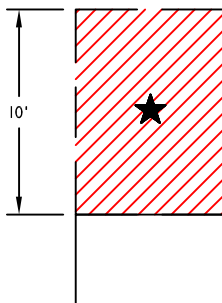
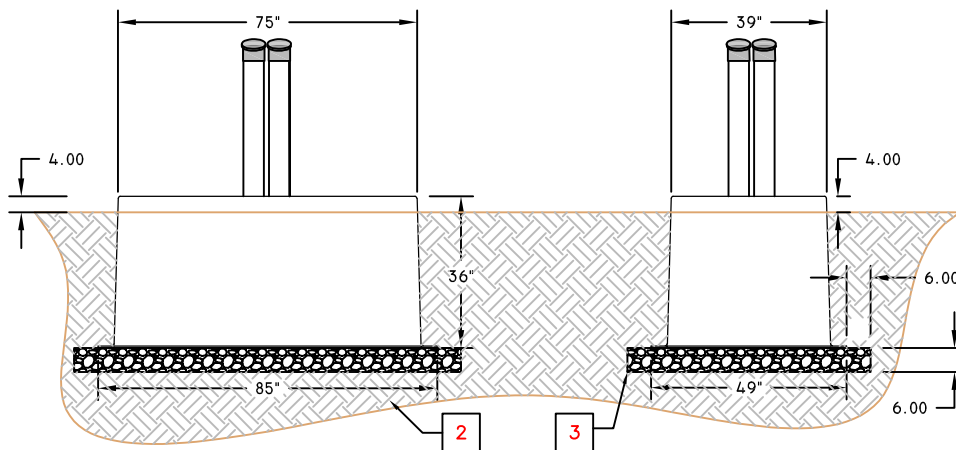
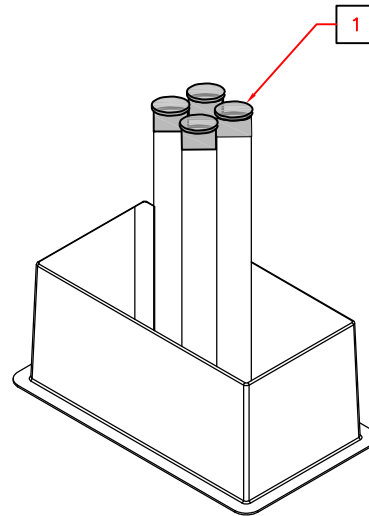
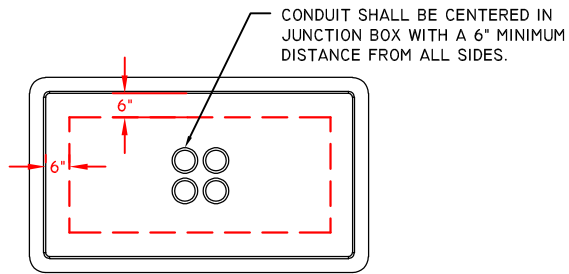
1. CONDUITS SHALL BE STUBBED UP AND CAPPED 3' ABOVE TOP OF SLEEVE.
2. SOIL BELOW SLEEVE SHALL BE COMPACTED AND LEVEL.
3. 6" OF CLASS 67 GRAVEL SHALL BE PLACED IN THE BOTTOM OF THE EARTH BOX, EXTENDING 6" BEYOND EDGE OF SLEEVE.
4. MARK GROUND ROD PLACEMENT IN BOTTOM OF SLEEVE WITH WOODEN STAKE TO MISS BURIED CONDUIT RUNS.
5. 10' CLEAR WORK AREA REQUIRED ON ACCESS SIDE OF CABINET. NO OBSTRUCTIONS.





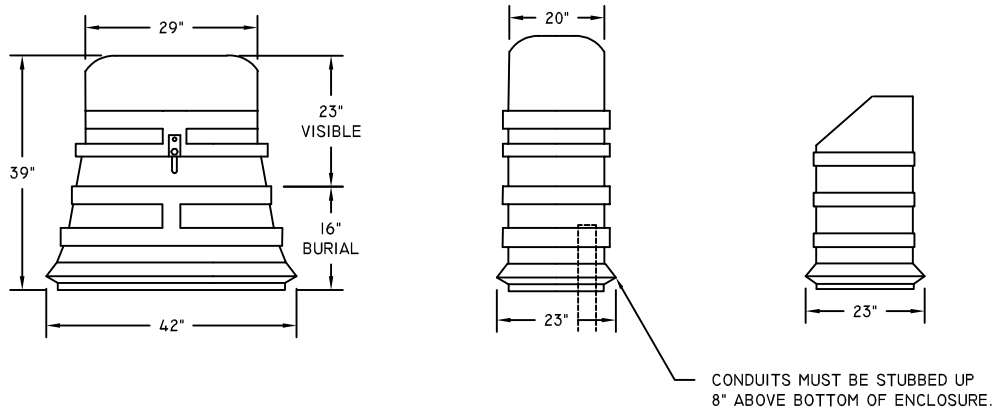
NOTES:

1. CONDUITS SHALL BE STUBBED UP AND CAPPED 3' ABOVE TOP OF SLEEVE.
2. SOIL BELOW SLEEVE SHALL BE COMPACTED AND LEVEL.
3. 6" OF CLASS 67 GRAVEL SHALL BE PLACED IN THE BOTTOM OF THE EARTH BOX, EXTENDING 6" BEYOND EDGE OF SLEEVE.
4. MARK GROUND ROD PLACEMENT IN BOTTOM OF SLEEVE WITH WOODEN STAKE TO MISS BURIED CONDUIT RUNS.
5. 10' CLEAR WORK AREA REQUIRED ON ACCESS SIDE OF CABINET. NO OBSTRUCTIONS.



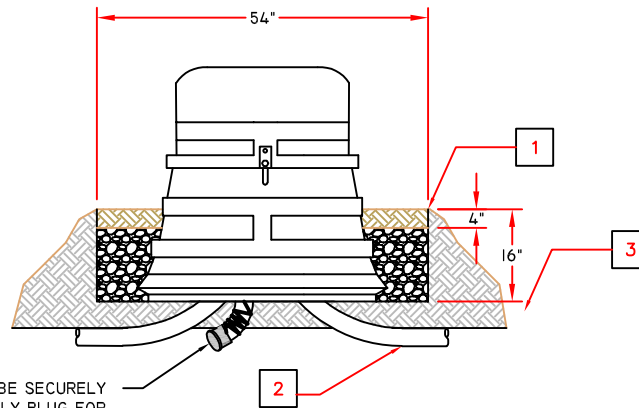
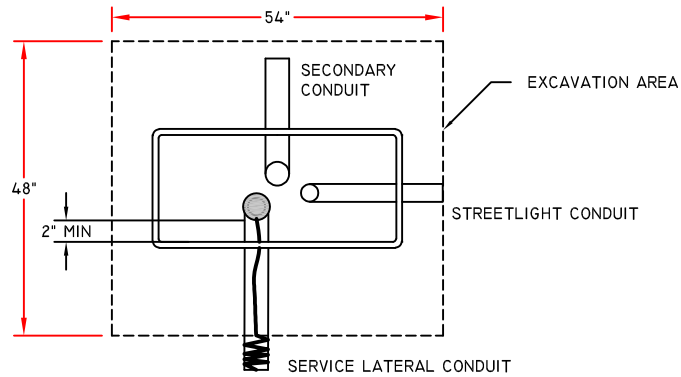
NOTES:

1. CONDUITS SHALL BE STUBBED UP AND CAPPED 3' TOP OF SLEEVE.
2. SOIL BELOW SLEEVE SHALL BE COMPACTED AND LEVEL.
3. 6" OF CLASS 67 GRAVEL SHALL BE PLACED IN THE BOTTOM OF THE EARTH BOX, EXTENDING 6" BEYOND EDGE OF SLEEVE.
4. MARK GROUND ROD PLACEMENT IN BOTTOM OF SLEEVE WITH WOODEN STAKE TO MISS BURIED CONDUIT RUNS.
5. 10' CLEAR WORK AREA REQUIRED ON ACCESS SIDE OF CABINET. NO OBSTRUCTIONS.



PLAN VIEW - CONDUIT LAYOUT

ALL CONDUIT SHALL BE A MIN. 2" OFF INSIDE WALL

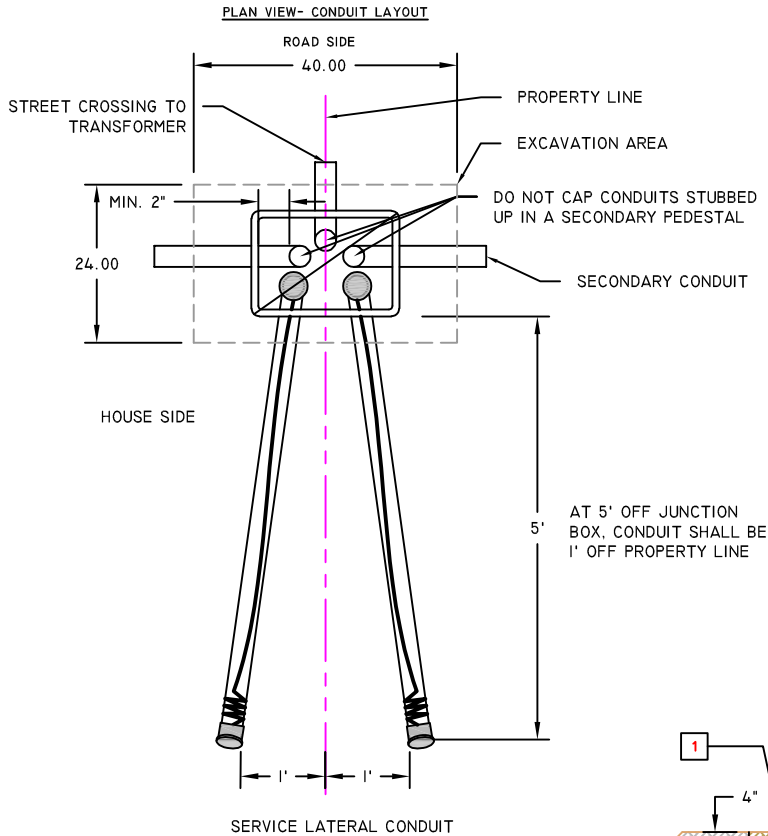
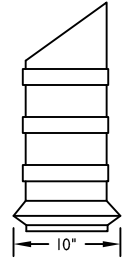
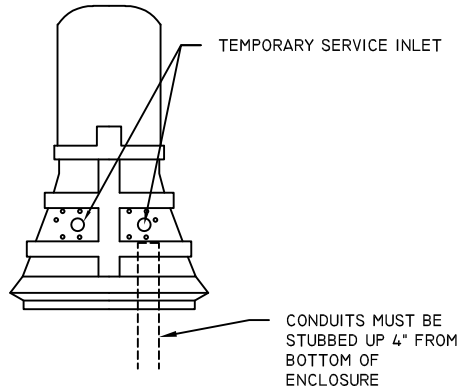
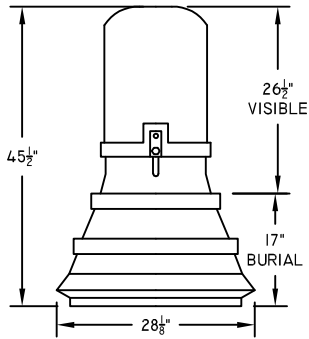


MULE TAPE SHALL BE SECURELY ATTACHED TO CANTEX POLY PLUG FOR ALL CONDUITS. MULE TAPE SHALL HAVE 2' OF SLACK INSIDE CONDUIT.

NOTES:

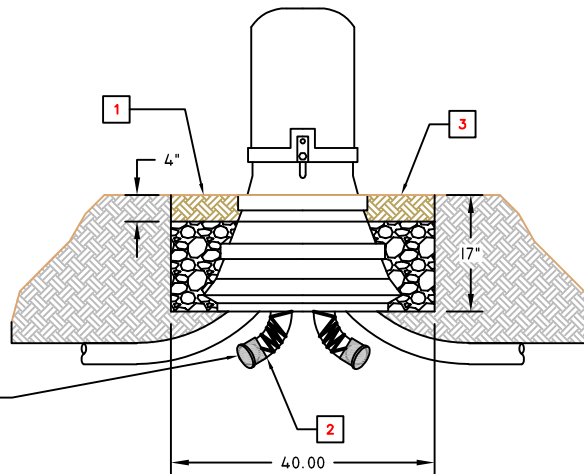
1. EXCAVATE A 54" W X 48" H X 16" D PIT CENTERED IN A 7' X 7' CLEAR, LEVEL AREA. PEDESTAL SHALL NOT BE SITUATED IN A LOW AREA OR SWALE THAT WOULD CAUSE WATER TO COLLECT IN PIT.
2. CONTRACTOR TO USE ONLY SHORT SWEEP ELBOWS.
3. BACKFILL PIT WITH CLASS 67 GRAVEL TO WITHIN 4" OF TOP. BACKFILL LAST 4" OF PIT WITH TOPSOIL.





ALL CONDUIT SHALL BE A MIN. 2" OFF INSIDE WALL

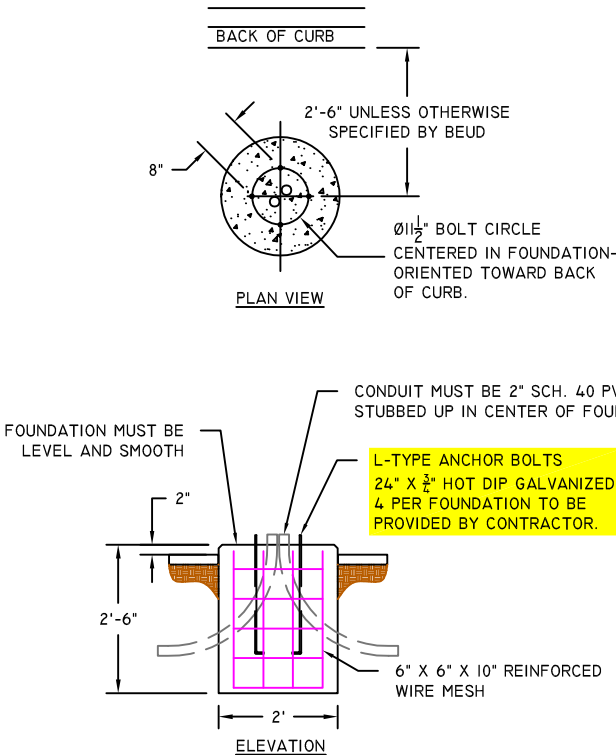
MULE TAPE SHALL BE SECURELY ATTACHED TO CANTEX POLY PLUG FOR ALL CONDUITS. MULE TAPE SHALL HAVE 2" OF SLACK INSIDE CONDUIT.



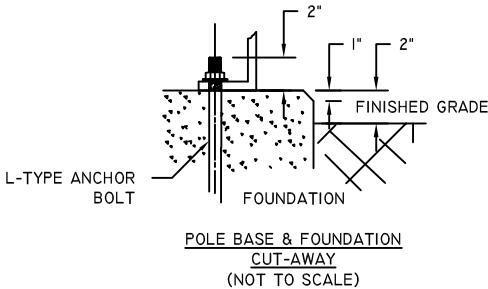
**NOTES:**

1. EXCAVATE A 40" W X 24" H X 17" D PIT CENTERED IN A 5' X 5' CLEAR, LEVEL AREA. PEDESTAL SHALL NOT BE SITUATED IN A LOW AREA OR SWALE THAT WOULD CAUSE WATER TO COLLECT IN PIT.
2. CONTRACTOR TO USE ONLY SHORT SWEEP ELBOWS.
3. BACKFILL PIT WITH CLASS 67 GRAVEL. TOP 4" OF FILL TO BE TOPSOIL.

# DS-1415A - STANDARD FOUNDATION

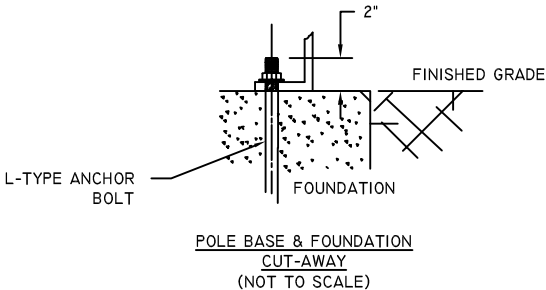
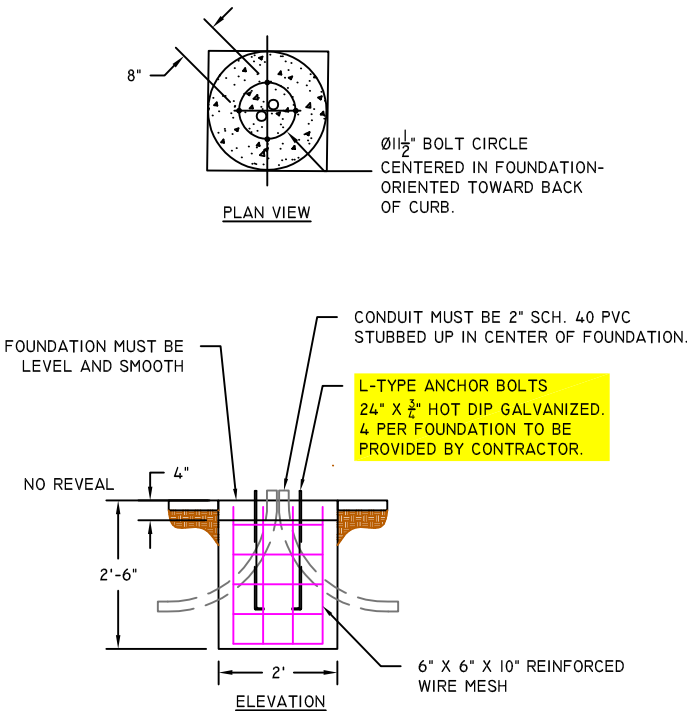


NOTE: REMOVE EXPOSED SONATUBE PRIOR TO INSPECTION OF FOUNDATION.



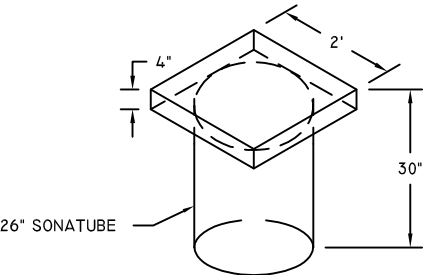
# DS-1415B DOWNTOWN CORE

**CONTRACTOR NOTE:**  
ONLY USE THIS DETAIL WHEN BEUD DESIGN CALLS FOR "DS-1415 DOWNTOWN CORE"

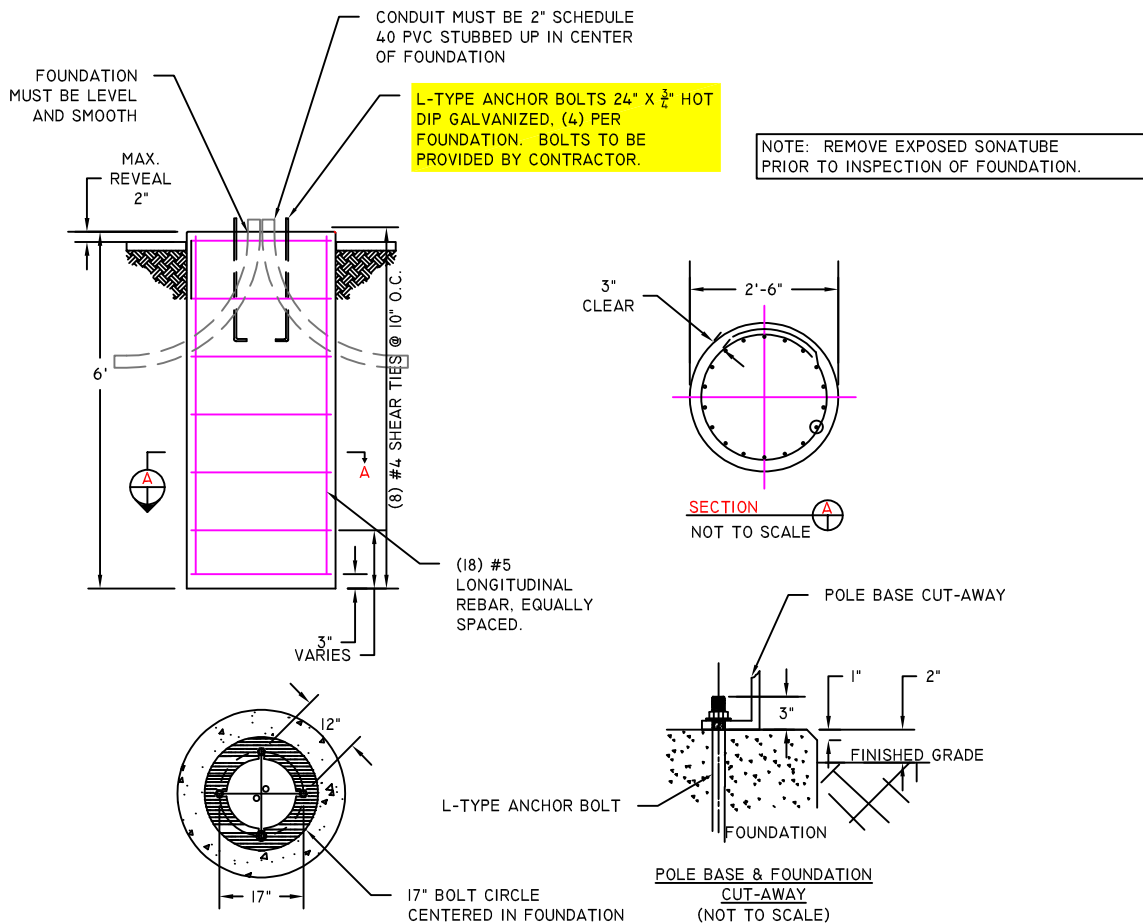


NOTE: REMOVE EXPOSED SONATUBE PRIOR TO INSPECTION OF FOUNDATION.

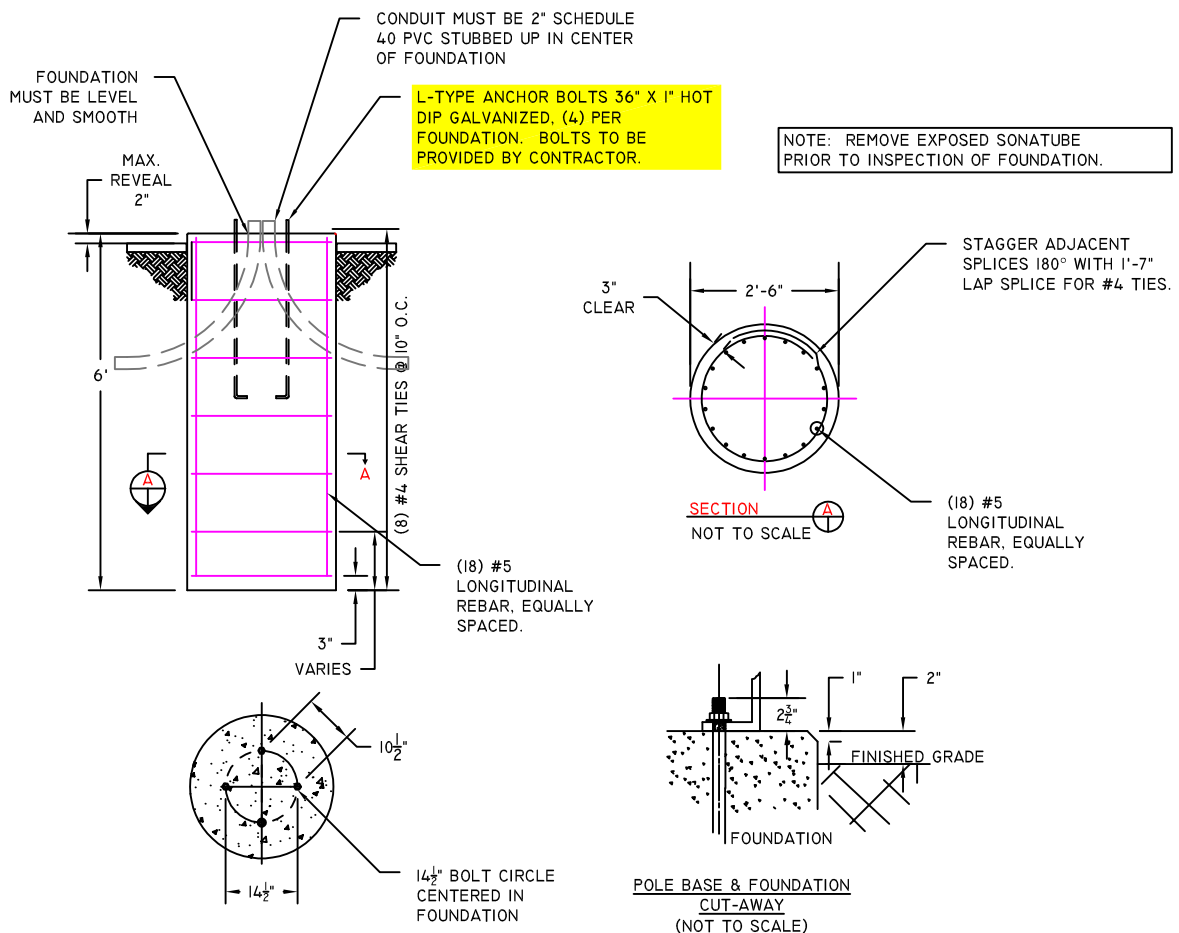
INSTALL ROUND SONATUBE FORM TO WITHIN 4" OF TOP ELEVATION. FORM A 24" SQUARE TOP ON THE SONATUBE TO MATCH THE ELEVATION OF SIDEWALK. SET SONATUBE, FORM SQUARE TOP, AND POUR FOUNDATION WITH ONE POUR FOR STRENGTH & STABILITY.

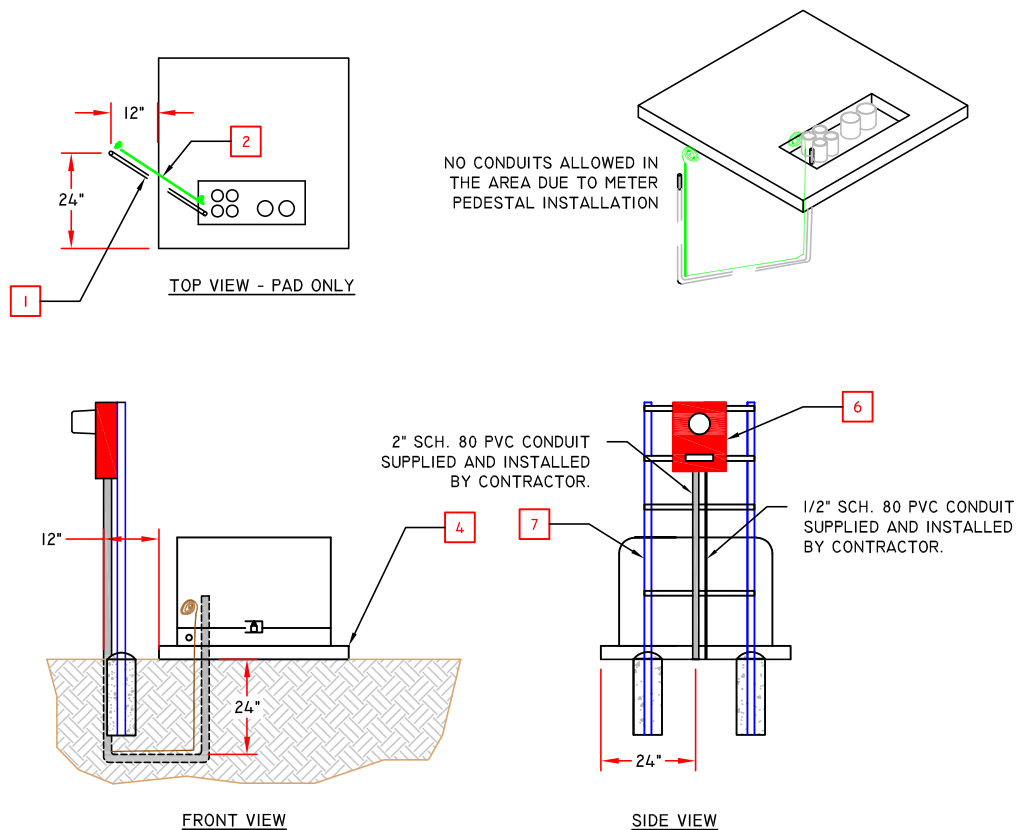


## DS-1416A - 22' COMMERCIAL LIGHTS



## DS-1416B - 30' COMMERCIAL LIGHTS



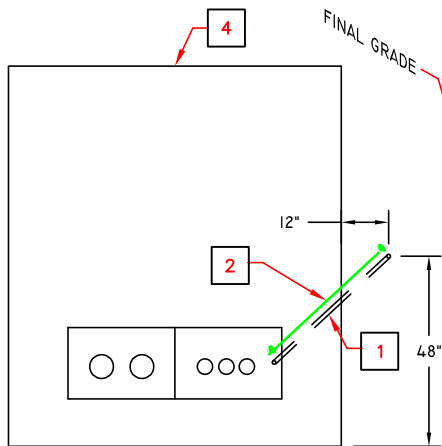


1. 2" SCHEDULE 80 PVC CONDUIT FOR METERING TO BE INSTALLED BY CONTRACTOR. MUST BE STUBBED UP 12" FROM SIDE OF TRANSFORMER PAD AND 24" FROM FRONT EDGE OF TRANSFORMER PAD.
2. #6 BARE SOLID COPPER FOR GROUNDING TO BE INSTALLED BY CONTRACTOR. MUST BE DIRECT BURIED OUTSIDE 2" SCH 80 PVC CONDUIT IN THE SAME DITCH WITH MIN. 6 FT LENGTH COILED AT EACH END.
3. ELECTRICAL CONTRACTOR REQUIRED TO LAND SECONDARY CONDUCTORS IN TRANSFORMER. CALL BEUD 24-HOURS IN ADVANCE TO SCHEDULE TRANSFORMER OPENING TO LAND SECONDARIES. BEUD REPRESENTATIVE MUST BE PRESENT DURING WORK.
4. CONTRACTOR TO INSTALL PREFABRICATED SINGLE PHASE TRANSFORMER PAD AS INDICATED BY BEUD DESIGN.
5. COORDINATE WITH BEUD IF CONCRETE WILL BE POURED ANYWHERE ADJACENT TO THE TRANSFORMER PAD.
6. CT METER CAN TO BE PROVIDED BY BEUD.
7. RACK TO BE CONSTRUCTED FROM MINIMUM 3" X 3" X 1/4" GALVANIZED OR POWDER COATED ANGLE IRON IN CONCRETE, 3" UNI-STRUT, 2" RIGID PIPE, OR EQUIVALENT MATERIAL APPROVED BY BEUD PRIOR TO CONSTRUCTION.

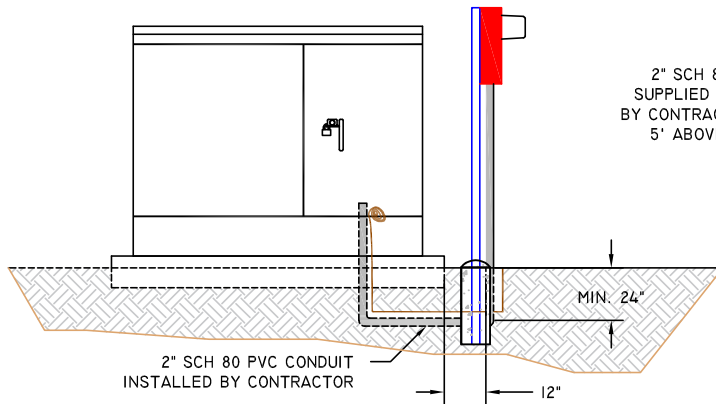
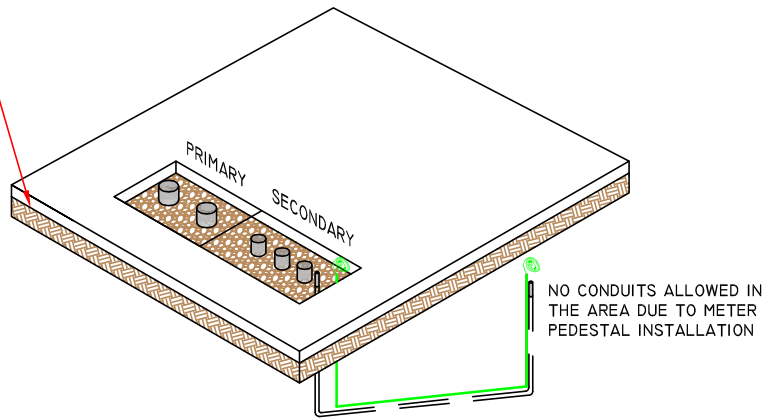
RECOMMENDED TIGHTENING TORQUE VALUES  
FOR UTILCO DUAL RATED SOCKET SCREW CONNECTORS

| Wire Size AL or CU      | Torque<br>in-lb | Torque<br>ft-lb |
|-------------------------|-----------------|-----------------|
| #14 AWG to #3 AWG       | 120             | 10              |
| #2 AWG to 350 kcmil     | 240             | 20              |
| 400 kcmil to 750 kcmil  | 360             | 30              |
| 800 kcmil to 1000 kcmil | 480             | 40              |

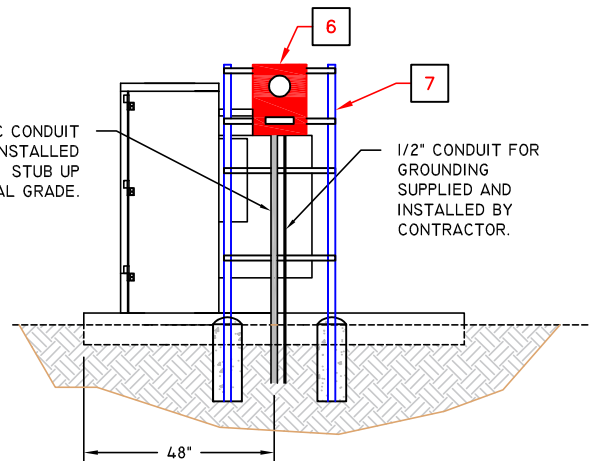




TOP VIEW (PAD ONLY)

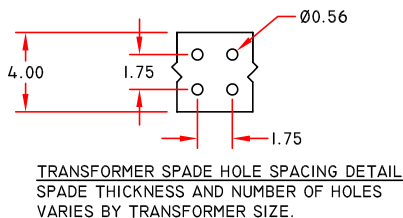


FRONT VIEW



SIDE VIEW

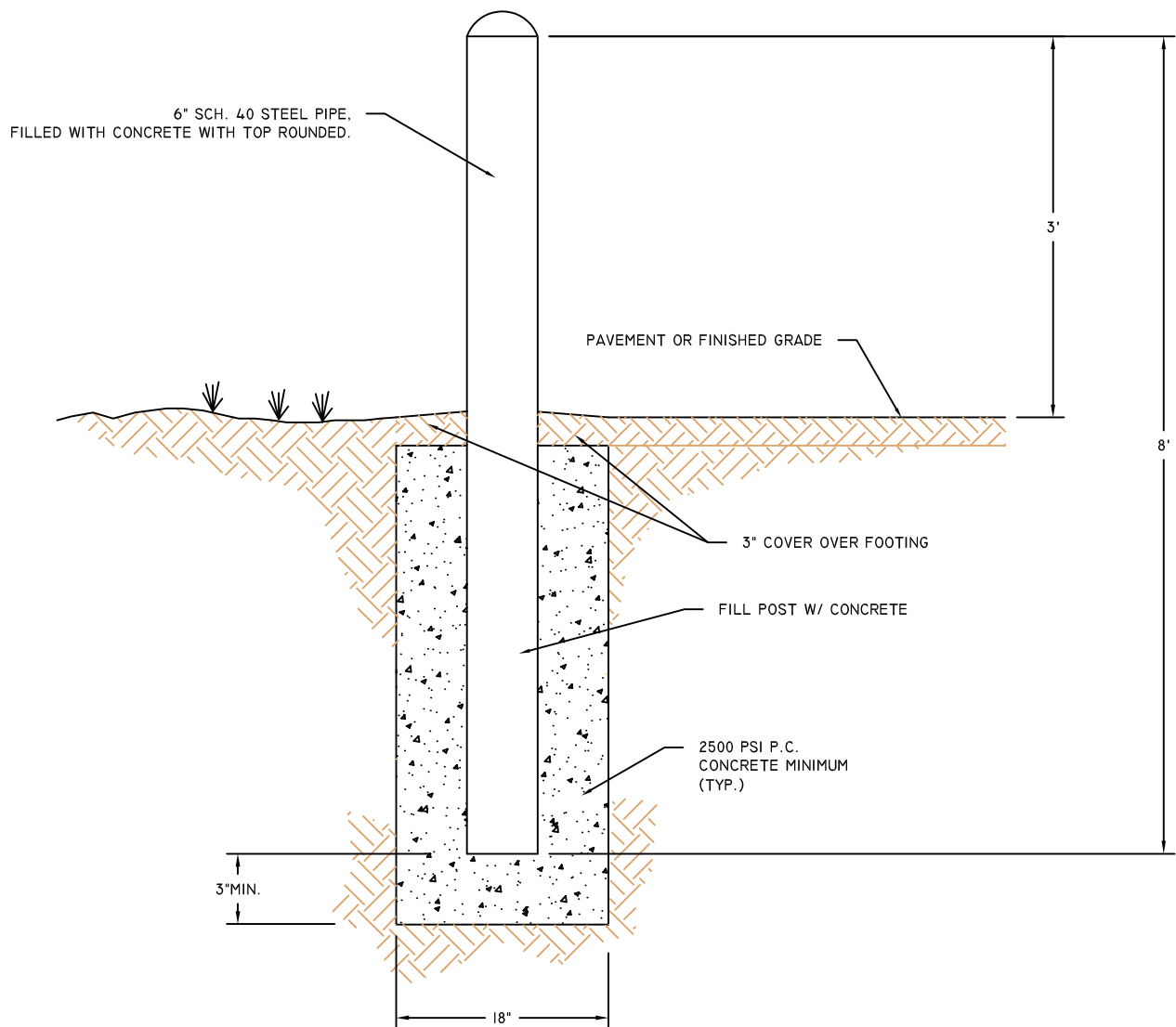
1. 2" SCHEDULE 80 PVC CONDUIT FOR METERING TO BE INSTALLED BY CONTRACTOR. MUST BE STUBBED UP 12" FROM SIDE OF CONCRETE PAD AND 48" FROM FRONT EDGE OF CONCRETE PAD.
2. #6 BARE SOLID COPPER FOR GROUNDING TO BE INSTALLED BY CONTRACTOR. MUST BE DIRECT BURIED OUTSIDE 2" SCH 80 PVC CONDUIT IN THE SAME DITCH WITH MIN. 6 FT LENGTH COILED AT EACH END.
3. ELECTRICAL CONTRACTOR REQUIRED TO LAND SECONDARY CONDUCTORS IN TRANSFORMER WITH TWO HOLE TERMINAL LUGS USING (2) 1/2" SILICON BRONZE HEX BOLTS AND NUTS, (4) SILICON BRONZE FLAT WASHERS, (2) SILICON BRONZE LOCK WASHERS PER LUG. (BOLT LENGTH AS REQUIRED). 1/2" SILICON BRONZE BOLTS 46 FT-LB TORQUE DRY, 25 FT-LB TORQUE LUBRICATED. COMPRESSION LUGS ONLY, NO BOLTED LUGS.
4. CONTRACTOR TO OBTAIN CORRECT MEASUREMENTS FOR CONCRETE PAD FROM CITY OF BENTONVILLE ELECTRIC UTILITIES DEPARTMENT.
5. COORDINATE WITH BEUD IF CONCRETE WILL BE POURED ANYWHERE ADJACENT TO THE TRANSFORMER PAD.
6. CT METER CAN TO BE PROVIDED BY BEUD.
7. RACK TO BE CONSTRUCTED FROM MINIMUM 3" X 3" X 1/4" GALVANIZED OR POWDER COATED ANGLE IRON IN CONCRETE, 3" UNI-STRUT, 2" RIGID PIPE, OR EQUIVALENT MATERIAL APPROVED BY BEUD PRIOR TO CONSTRUCTION.



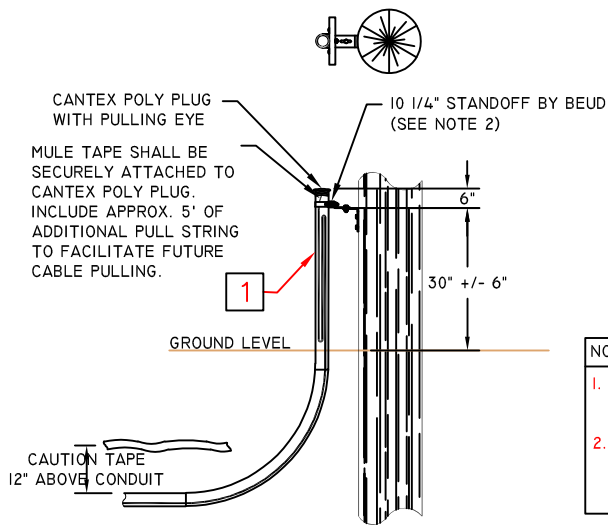
| TRANSFORMER SIZE (kVA) | USEABLE POSITIONS | SPADE THICKNESS |
|------------------------|-------------------|-----------------|
| 45                     | 5                 | 0.38"           |
| 75                     | 7                 | 0.5"            |
| 150-1000               | 11                | 0.5"            |
| 1500-2000              | 13                | 0.5"            |
| 2500                   | 13                | 0.75"           |

NOTE: IF EQUIPMENT IS 3" OR LESS FROM BACK OF CURB,  
BOLLARDS ARE REQUIRED. (SEE PLANS FOR LOCATIONS)

ALL PIPES SHALL BE PAINTED  
TRAFFIC YELLOW



## DS-1419A - CONDUIT STANDOFF



ELBOW SIZE

| CONDUIT SIZE | PRIMARY | SECONDARY | SERVICE |
|--------------|---------|-----------|---------|
| 2"           | N/A     | 9.5"      | 9.5"    |
| 3"           | 48"     | 13"       | 13"     |
| 4"           | 48"     | 16"       | 16"     |
| 5"           | 60"     | N/A       | N/A     |
| 6"           | 60"     | N/A       | N/A     |

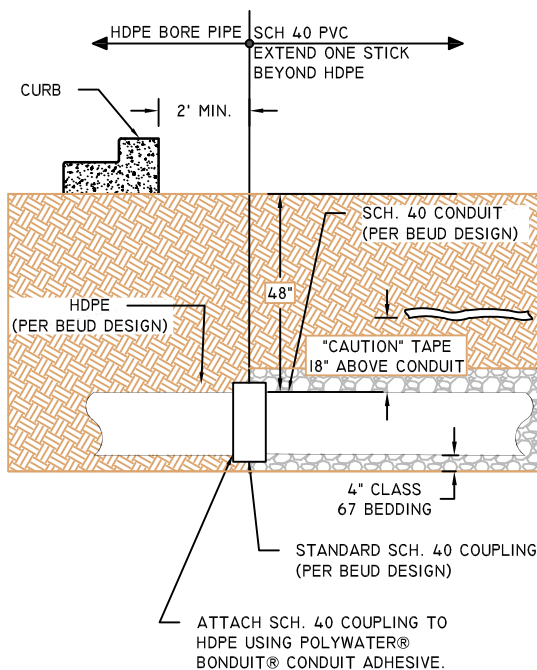
NOTES:

1. FOR 200A SERVICE, MIN. 3" CONDUIT REQUIRED. FOR 400A SERVICE MIN. 4" CONDUIT REQUIRED.
2. STAND-OFF WILL BE SUPPLIED AND INSTALLED BY CITY OF BENTONVILLE ELECTRIC DEPARTMENT. CALL 479-271-3135 PRIOR TO DIGGING TO CONFIRM CORRECT POLE AND STAND-OFF LOCATION.

## DS-1419B - HDPE BORE PIPE TO PVC SCHEDULE 40 CONDUIT

CONTRACTOR TO INSTALL ONE STICK SCH 40 PVC WHEN INSTALLING HDPE BORE PIPE.

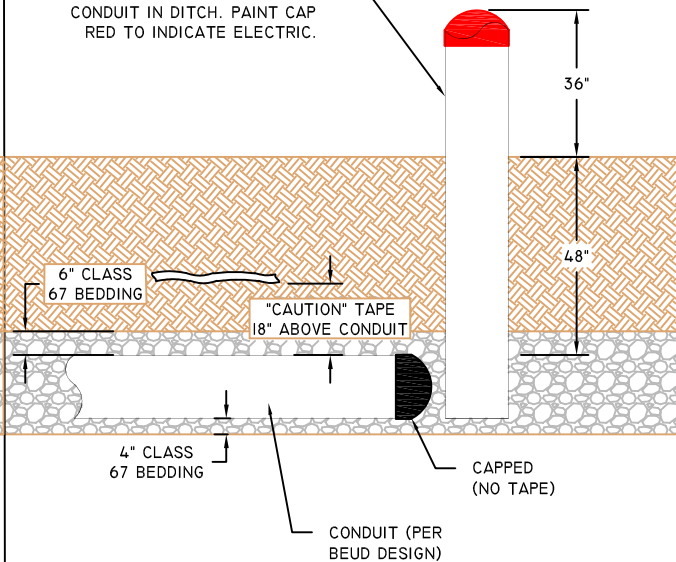
18" OF CLASS 67 GRAVEL MAY BE USED BETWEEN TOP OF CONDUIT AND CAUTION RIBBON IN LIEU OF 6" OF CLASS 67 GRAVEL AND 12" OF BACKFILL.

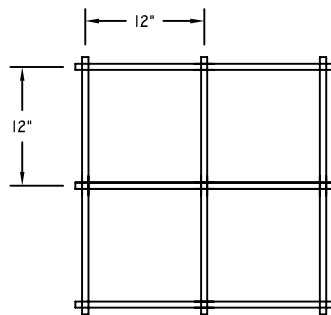
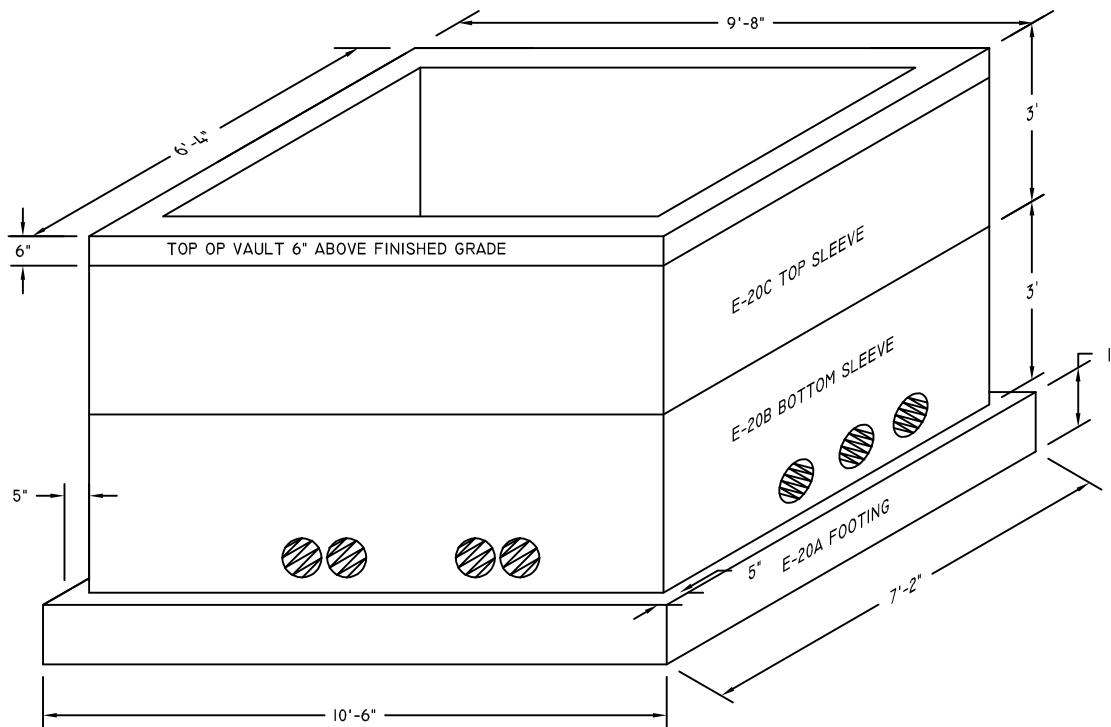


## DS-1419C - CONDUIT STUB-UP

18" OF CLASS 67 GRAVEL MAY BE USED BETWEEN TOP OF CONDUIT AND CAUTION RIBBON IN LIEU OF 6" OF CLASS 67 GRAVEL AND 12" OF BACKFILL.

STUB-UP & CAP CONDUIT 36" ABOVE GRADE. MATCH SIZE OF CONDUIT IN DITCH. PAINT CAP RED TO INDICATE ELECTRIC.



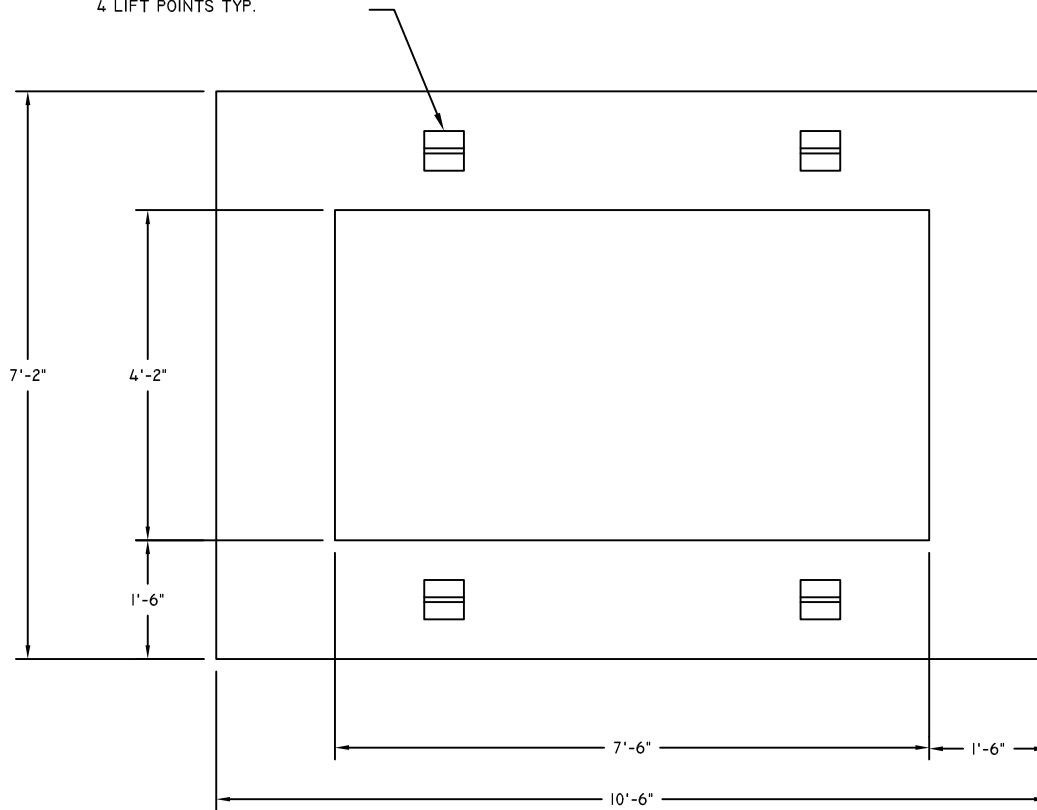


STEEL REINFORCING GRID REQUIRED USING  
#4 REBAR AT 12" O.C. THROUGHOUT

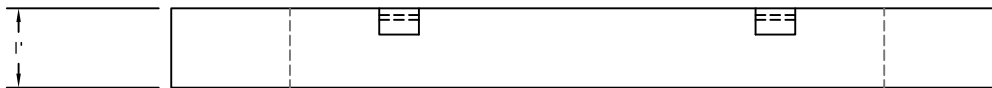
CONTRACTOR SHALL COVER EACH UNUSED  
HOLES INDIVIDUALLY. NO GLUE SHALL BE USED.



4 LIFT POINTS TYP.



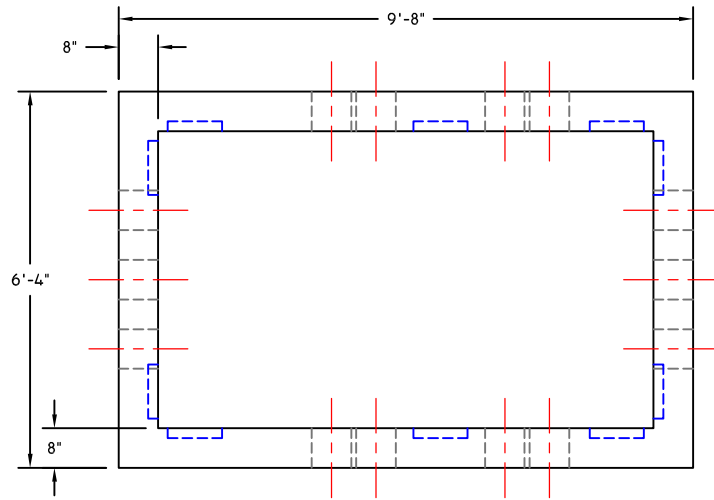
TOP VIEW



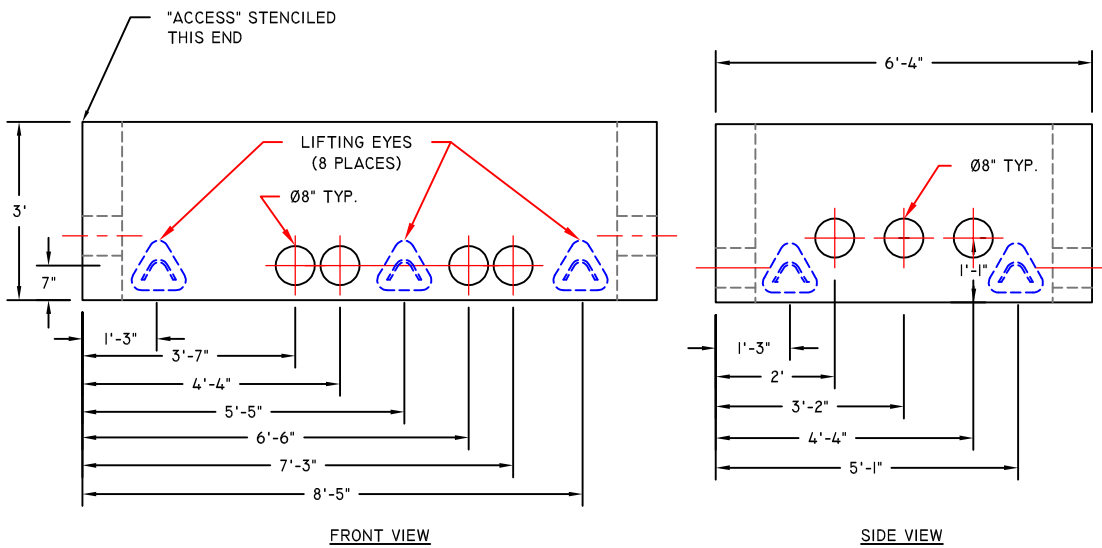
FRONT VIEW

**NOTE:** CLASS 67 STONE MUST NOT BE INSTALLED ANY HIGHER THAN 2" FROM TOP OF FOOTING.

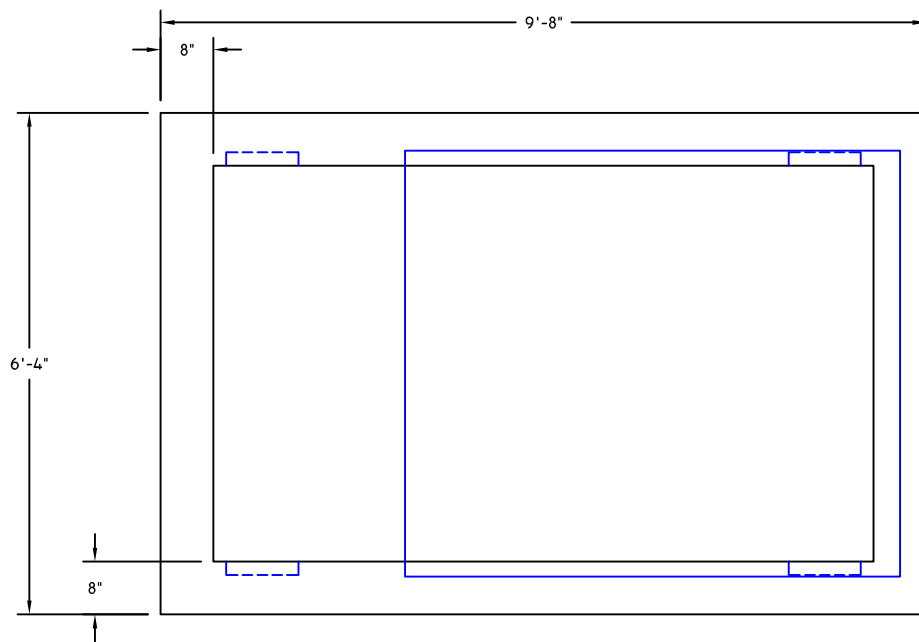
FOOTER WEIGHT: 3,200 LBS



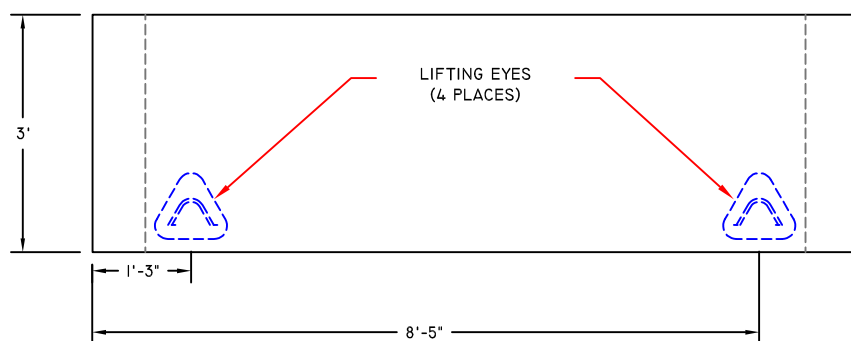
TOP VIEW



BOTTOM SLEEVE WEIGHT: 8,900 LBS



TOP VIEW



FRONT VIEW

TOP SLEEVE WEIGHT: 9,200 LBS

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE APPROVING REVISION 5 OF THE BENTONVILLE ELECTRIC UTILITY DEPARTMENT CONSTRUCTION SPECIFICATIONS, FOR THE BENTONVILLE ELECTRIC DEPARTMENT; PROVIDING FOR THE EMERGENCY CLAUSE; AND FOR OTHER PURPOSES.**

**WHEREAS**, the original Bentonville Electric Utility Department Construction Requirements was dated February 11, 2014, and approved by City Council on February 25, 2014;

**WHEREAS**, Ordinance No. 2019-90, Bentonville Electric Utility Department Construction Requirements (Revision 4) was previously approved by city council on May 28<sup>th</sup>, 2019

**WHEREAS**, Revision 5 updates have been completed and are being requested to replace Ordinance No. 2019-90.

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

Section 1: That the Bentonville Electric Utility Department Construction Specifications, Revision 5, should be and the same are hereby adopted by reference, three copies of which are available for public review and inspection;

Section 2: Emergency Clause: The need to make this revision is immediate and an emergency is hereby declared to exist, and this Ordinance shall be in full force and effect from and after the date of its passage and approval;

Section 3: Severability Provision: If any part of this Ordinance is held invalid, the remainder of this Ordinance shall continue in effect as if such invalid portion never existed; and

Section 4: Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Ordinance are repealed to the extent of such conflict.

**PASSED** this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**APPROVED:**

\_\_\_\_\_  
**STEPHANIE ORMAN, Mayor**

**ATTEST:**

\_\_\_\_\_  
**MALORIE MARRS, City Clerk**





## Lot Split - Lots 5 & 6 Vivian Farms Subdivision, Phase 2

South Vaughn Road

**PC Date:**

### Staff Report Details

|                                                  |                                                                           |
|--------------------------------------------------|---------------------------------------------------------------------------|
| <b>Project Number</b>                            | LS22-0055                                                                 |
| <b>Applicant / Current Owner</b>                 | Elite Equity Group of Arkansas                                            |
| <b>Site Area</b>                                 | +/- <b>[52.67]</b> Acres                                                  |
| <b>Current Zoning</b>                            | R-2, Medium Density Residential, and R-3, Medium-High Density Residential |
| <b>Requested Zoning</b>                          | NA                                                                        |
| <b>Current Future Land Use Map Designation</b>   |                                                                           |
| <b>Requested Future Land Use Map Designation</b> | NA                                                                        |
| <b>Development Type / Use</b>                    |                                                                           |
| <b>Related projects</b>                          |                                                                           |

### Property Description

**Lot Split: Lot Split of Lot 3 of Vivian Farms Subdivision, Phase 2, Creating New Lots 5 & 6, Elite Equity Group of Arkansas LLC, R-2, Medium Density Residential, and R-3, Medium-High Density Residential, LS22-0055**

A lot split of Lot 3 of Vivian Farms Subdivision, Phase 2, Creating New Lots 5 & 6. To meet the requirements of the current Master Street Plan, the plat is dedicating an additional 1.96 acres of Right of Way along the proposed collector streets along the west and south property lines. The plat also will dedicate 0.63 acres of right of way along the east property line. The plat will also dedicate a 20' utility easement along the west property line.

### Project Details

This project was approved by Planning Commission on February 6th of this year but never recorded. The applicant is no longer working with the original surveyor and has hired a new surveyor to lay out the lot split in essentially the same configuration as the previously approved project.

|                                                                    |
|--------------------------------------------------------------------|
| <b>Relationship to the General Plan / Projected Traffic Impact</b> |
|                                                                    |

|                                                                                  |
|----------------------------------------------------------------------------------|
| <b>Public Comment</b>                                                            |
| Has Staff received Public Comment at the time of this report? : <b><u>No</u></b> |

|                           |
|---------------------------|
| <b>Analysis / Waivers</b> |
|                           |

|                   |
|-------------------|
| <b>Conclusion</b> |
|                   |

|                           |
|---------------------------|
| <b>Additional Details</b> |
|                           |

ANGUS ST  
FINN ST

HEREFORD ST

MOTLEY RD

SW ANGLIN RD

S VAUGHN RD

6

5

**Legend**

-  Bentonville City Limits
-  Planning Commission Items



LS22-0055  
Lot Split  
Vivian Farm Sub Lot 3  
Creating Lots 5-6





# LOT SPLIT OF LOT 3, VIVIAN FARMS SUBDIVISION, PHASE 2, CREATING NEW LOTS 5 & 6

## ADJACENT LAND OWNERS

- HIGHLAND LLC  
N TYCOON RD  
BENTONVILLE, AR  
PARCEL #01-08203-015  
ZONED: R-1
- BUFFINGTON BW LLC  
4800 S VAUGHN RD  
BENTONVILLE, AR  
PARCEL #01-08199-075  
LOT 1, MCKISSIC SPRINGS ADDITION  
ZONED: R-2 & R-1
- RUSSOW, KENNETH E & CHARLOTTE J  
4910 S VAUGHN RD  
BENTONVILLE, AR  
PARCEL #01-08199-055  
ZONED: A-1
- MAYER FAMILY REVOCABLE  
TRUST-DONALD P & MARY A  
5089 S VAUGHN RD  
BENTONVILLE, AR  
PARCEL #01-17307-000  
LOT 1, MAYER ADDITION  
ZONED: A-1
- WASHARK INVESTMENTS LLC  
S VAUGHN RD  
BENTONVILLE, AR  
PARCEL #01-20866-000  
LOT 4, VIVIAN FARM SUB PHASE 2  
ZONED: R-2
- WASHARK INVESTMENTS LLC  
S VAUGHN RD  
BENTONVILLE, AR  
PARCEL #01-20864-000  
LOT 2, VIVIAN FARM SUB PHASE 2  
ZONED: R-2
- WASHARK INVESTMENTS LLC  
5300 S VAUGHN RD  
BENTONVILLE, AR  
PARCEL #01-20862-000  
LOT 1, VIVIAN FARM SUBDIVISION  
ZONED: R-3
- OVERLAND DEVELOPMENT INC  
5489 S VAUGHN RD  
BENTONVILLE, AR  
PARCEL #18-09007-002

LAST SITE VISIT:  
MAY 29, 2024

BASIS OF BEARING:  
GPS OBSERVATION - AR NORTH ZONE  
NAD83(2011) HORIZONTAL DATUM

ATLAS PAGE:  
521

## PLAT NOTES

- RECORD R/ BEARINGS AND DISTANCES ARE SHOWN PER LOT SPLIT OF LOT 3, VIVIAN FARMS SUBDIVISION, PHASE 2 BY ANDERSON ENGINEERING; DRAWING #NWA-100-0249.
- SOME FEATURES AND/OR SYMBOLS ON THIS PLAT MAY BE SHOWN OUT OF SCALE FOR VISUAL CLARITY.
- THE LOCATION OF UTILITIES SHOWN HEREON ARE FROM OBSERVED EVIDENCE OF ABOVE GROUND APPURTENANCES, GIS, AND/OR UTILITY MAPS PROVIDED BY LOCAL UTILITY COMPANIES. NOT ALL UTILITY COMPANIES MAY HAVE RESPONDED TO OUR REQUEST FOR MAPS AND/OR INFORMATION. ALL UTILITY LINES APPEARING ON THIS PLAT, AS WELL AS THOSE THAT MAY EXIST UNDERGROUND NEED TO BE VERIFIED PRIOR TO DOING ANY TYPE OF EXCAVATION OR DESIGN. SOME UTILITY LINES MAY ALSO EXIST THAT WERE NOT SHOWN ON THIS PLAT.
- THERE ARE NO WAIVERS, VARIANCES AND/OR CONDITIONAL USES AT THE TIME OF PREPARING THIS PLAT OR PLAN.
- NO RESIDENTIAL LOT SHALL BE PERMITTED DIRECT ACCESS TO A COLLECTOR OR ARTERIAL STREET. ALL RESIDENTIAL SUBDIVISION DEVELOPMENT CONTIGUOUS TO A COLLECTOR OR ARTERIAL STREET SHALL ORIENT FRONTAGE TO A LOCAL STREET, AND BACK OF THE PROJECT, WITHOUT ACCESS TO THE SAID MAJOR STREETS.
- OWNER/DEVELOPER SHALL COORDINATE WITH ALL LOCAL UTILITIES TO ENSURE THAT EACH LOT HAS WATER, SEWER AND ELECTRIC SERVICE.
- SIDEWALKS SHALL BE THE RESPONSIBILITY OF THE BUILDER/OWNER AT TIME OF BUILDING PERMIT ISSUANCE.
- THERE MAY NOT BE FENCES OR ANY OTHER STRUCTURES BUILT IN ANY DRAINAGE EASEMENTS.

## BEUD NOTES

- OWNER TO CONTACT NEW SERVICE COORDINATOR (271-3139) TO DISCUSS ELECTRIC SERVICE PRIOR TO BEGINNING ANY CONSTRUCTION. FAILURE TO CONTACT BEUD PRIOR TO CONSTRUCTION WILL RESULT IN DELAYS TO GET ELECTRIC SERVICE.
- ALL STRUCTURES MUST MAINTAIN MINIMUM OF 20' CLEARANCES FROM ALL ELECTRIC LINES.
- BEUD'S STANDARD PRACTICE IS TO PLACE UNDERGROUND EQUIPMENT (TRANSFORMERS, SECONDARY PEDESTALS, JUNCTION BOXES, ETC) ON THE LOT LINE OF A DEVELOPMENT. ANY ADJUSTMENTS TO THE PROPERTY LINE THAT RESULT IN OUR EQUIPMENT NOT BEING ON THE LOT LINE WILL REQUIRE THE DEVELOPER TO PAY FOR THE COST OF BEUD TO RELOCATE THE EQUIPMENT TO THE LOT LINE.
- IT IS THE RESPONSIBILITY OF THE DEVELOPER TO PAY FOR ANY COSTS ASSOCIATED WITH MOVING OF EQUIPMENT. THIS INCLUDES BUT IS NOT LIMITED TO ANY COSTS ASSOCIATED WITH LOSS OF EQUIPMENT (WIRE AND ELBOWS) AND LABOR AND MATERIAL TO MOVE THE EQUIPMENT TO THE NEW LOT LINE.

## SURVEY DESCRIPTIONS

### PARENT TRACT (PARCEL #01-20865-000 & #01-20865-001)

A PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER AND A PART OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 19 NORTH, RANGE 31 WEST, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT AN EXISTING REBAR MARKING THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 17 AND RUNNING THENCE N87°30'12" W 1322.08' TO AN EXISTING REBAR, THENCE S87°30'13" E 2644.47', THENCE S02°19'04" W 578.18', THENCE N87°29'51" W 1322.52' TO AN EXISTING REBAR ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 17, THENCE ALONG SAID EASE LINE S02°16'33" W 579.11' TO THE POINT OF BEGINNING, CONTAINING 52.67 ACRES, MORE OR LESS, SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD

### NEW LOT 5

A PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 19 NORTH, RANGE 31 WEST, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT WHICH IS N02°16'33" E 579.11' AND S87°29'51" E 521.71' FROM AN EXISTING REBAR MARKING THE SOUTHWEST CORNER OF SAID FORTY ACRE TRACT AND RUNNING THENCE N02°12'42" E 578.10', THENCE S87°30'13" E 754.67', S02°45'03" W 241.30', THENCE S01°49'32" W 336.90', THENCE N87°29'51" W 754.67' TO THE POINT OF BEGINNING, CONTAINING 10.00 ACRES, MORE OR LESS, SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

### NEW LOT 6

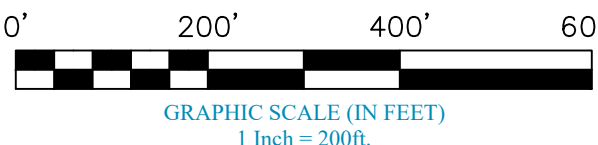
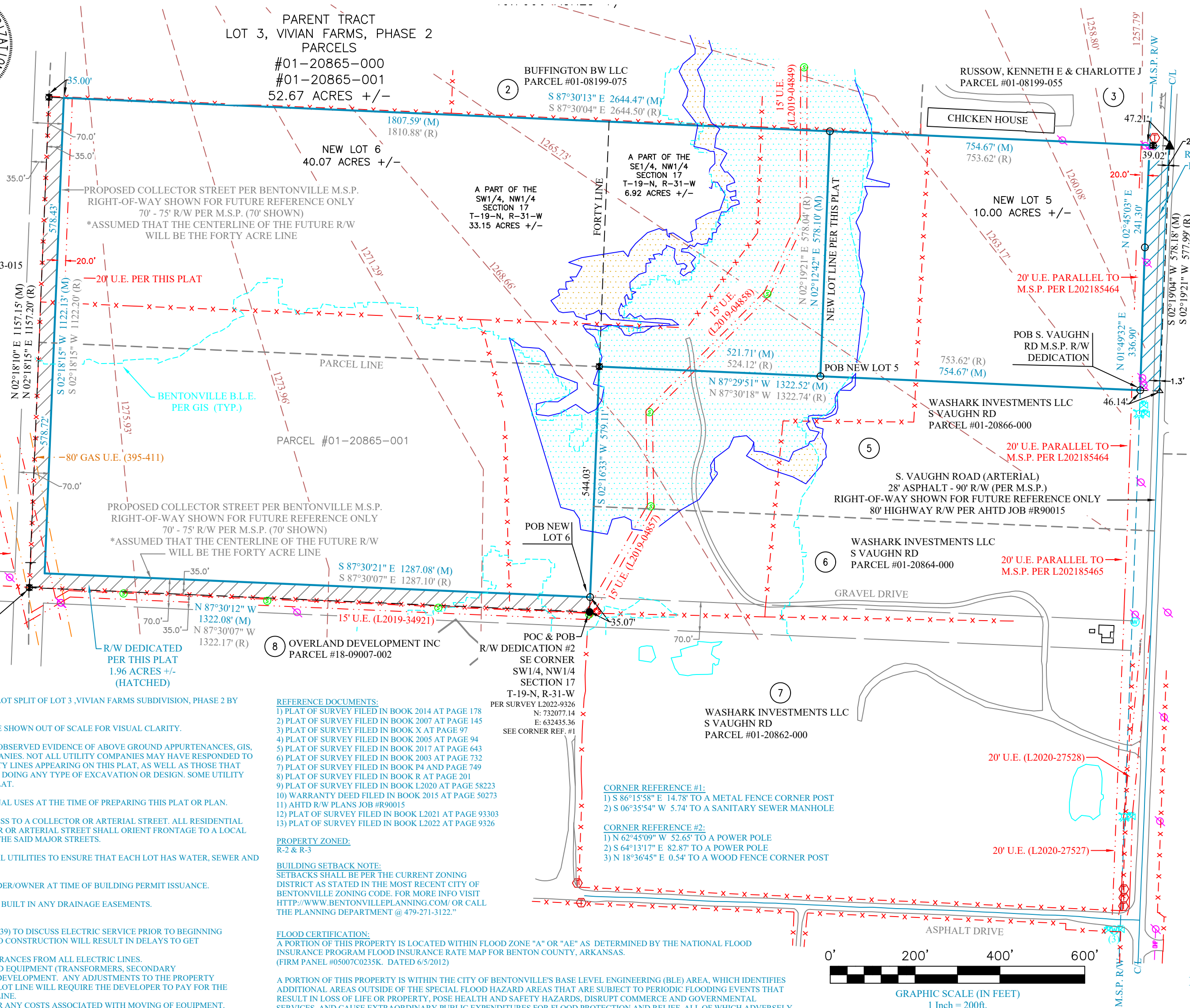
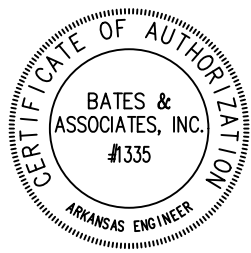
A PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER AND A PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 19 NORTH, RANGE 31 WEST, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 17 WHICH IS N02°16'33" E 35.07' FROM AN EXISTING REBAR MARKING THE SOUTHEAST CORNER THEREOF AND RUNNING THENCE N87°30'21" W 1287.08', THENCE S02°18'15" E 1122.13', THENCE S87°30'13" E 1807.59', THENCE S02°12'42" W 578.10', THENCE N87°29'51" W 521.71' TO AN EXISTING REBAR ON THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 17, THENCE ALONG SAID WEST LINE S02°16'33" W 544.03', TO THE POINT OF BEGINNING, CONTAINING 40.07 ACRES, MORE OR LESS, SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

### SOUTH VAUGHN ROAD MASTER STREET PLAN R/W DEDICATION DESCRIPTION

A PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 19 NORTH, RANGE 31 WEST, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT WHICH IS N02°16'33" E 579.11' AND S87°29'51" E 1276.38' FROM AN EXISTING REBAR MARKING THE SOUTHWEST CORNER OF SAID FORTY ACRE TRACT AND RUNNING THENCE N01°49'32" E 336.90', THENCE N02°45'03" E 241.30', THENCE S87°30'13" E 47.21', THENCE S02°19'04" W 578.18', THENCE N87°29'51" W 46.14', TO THE POINT OF BEGINNING, CONTAINING 0.63 ACRES, MORE OR LESS, SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

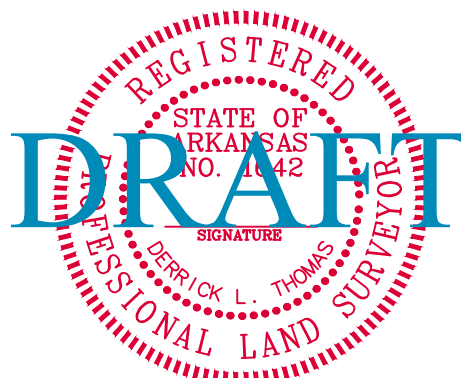
### FUTURE COLLECTOR STREET MASTER STREET PLAN R/W DEDICATION DESCRIPTION

A PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 19 NORTH, RANGE 31 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT AN EXISTING REBAR MARKING THE SOUTHEAST CORNER OF SAID FORTY ACRE TRACT AND RUNNING THENCE N87°30'12" W 1322.08' TO AN EXISTING REBAR, THENCE N02°18'10" E 1157.15' TO AN EXISTING REBAR, THENCE S87°30'13" E 35.00', THENCE S02°18'15" W 1122.13', THENCE S87°30'21" E 1287.08', THENCE S02°16'33" W 35.07' TO THE POINT OF BEGINNING, CONTAINING 1.96 ACRES, MORE OR LESS, SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.



STATE RECORDING NUMBER:  
500-19N-31W-0-17-400-04-1642

I HEREBY CERTIFY THIS TO BE TRUE AND CORRECT  
TO THE BEST OF MY KNOWLEDGE AND BELIEF  
ON THIS THE 29TH DAY OF MAY, 2024.



IF THE SIGNATURE ON THIS SEAL IS NOT AN  
ORIGINAL AND NOT BLUE IN COLOR  
THEN IT SHOULD BE ASSUMED THAT THIS PLAT MAY  
HAVE BEEN ALTERED. THE ABOVE CERTIFICATION  
SHALL NOT APPLY TO ANY COPY THAT DOES NOT  
BEAR AN ORIGINAL SEAL AND SIGNATURE.

MAYER FAMILY REVOCABLE  
TRUST-DONALD P & MARY A  
PARCEL #01-17307-000

R/W DEDICATED  
PER THIS PLAT  
0.63 ACRES +/-  
(HATCHED)

CERTIFICATE OF SURVEYING ACCURACY:  
I DERRICK THOMAS, HEREBY CERTIFY THAT THIS PLAT  
CORRECTLY REPRESENTS A BOUNDARY SURVEY MADE BY ME  
AND BOUNDARY MARKERS AND LOT CORNERS SHOWN HEREON  
ACTUALLY EXIST AND THEIR LOCATION, TYPE AND MATERIAL  
ARE CORRECTLY SHOWN AND ALL MINIMUM REQUIREMENTS OF  
THE ARKANSAS MINIMUM STANDARDS FOR LAND SURVEYORS  
HAVE BEEN MET.

DATE OF EXECUTION:

SIGNED: \_\_\_\_\_  
REGISTERED LAND SURVEYOR  
NO. 1642  
STATE OF ARKANSAS

## OWNER'S CERTIFICATION

WE THE UNDERSIGNED, OWNERS OF THE REAL ESTATE  
SHOWN AND DESCRIBED HEREIN, DO HEREBY CERTIFY THAT  
WE HAVE LAID OFF, PLATTED, AND SUBDIVIDED AND DO  
HEREBY LAY OFF, PLAT, SUBDIVIDE SAID REAL ESTATE IN  
ACCORDANCE WITH THIS PLAT AND DO HEREBY DEDICATE  
TO THE USE OF THE PUBLIC THE STREETS, ALLEYS, DRIVES,  
EASEMENTS, ETC. AS SHOWN ON SAID PLAT.

ROTH FARMS LLC  
6077 SW REGIONAL AIRPORT BLVD  
BENTONVILLE, AR 72713

SOURCE OF TITLE: D.R. BOOK 2015, PAGE 43067  
DATE OF EXECUTION:

PRINTED:

PROPERTY OWNER:  
ROTH FARMS LLC  
6077 SW REGIONAL  
AIRPORT BLVD  
BENTONVILLE, AR 72713  
479-619-9151

SIGNED: \_\_\_\_\_  
SUBSCRIBED AND SWORN BEFORE ME, THIS \_\_\_\_ DAY  
OF \_\_\_\_, 2024.

NOTARY PUBLIC

CERTIFICATE OF APPROVAL:  
PURSUANT TO THE BENTONVILLE LAND DEVELOPMENT  
CODE AND ALL OTHER CONDITIONS AND APPROVAL  
HAVING BEEN COMPLETED, THIS DOCUMENT IS HEREBY  
ACCEPTED. THIS CERTIFICATE IS HEREBY EXECUTED  
UNDER THE AUTHORITY OF THE SAID RULES AND  
REGULATIONS.

DATE OF EXECUTION:

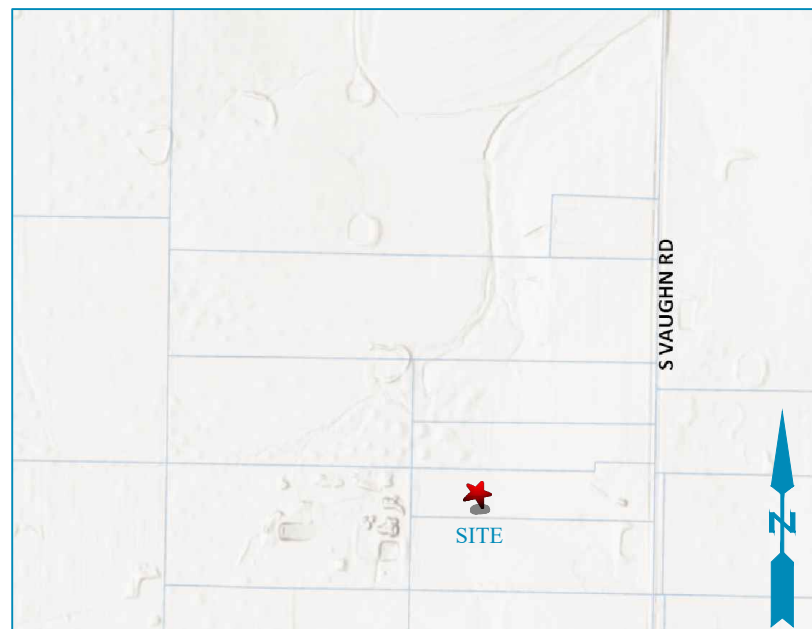
SIGNED: \_\_\_\_\_  
BENTONVILLE PLANNING  
COMMISSION CHAIRMAN

SIGNED: \_\_\_\_\_  
MAYOR, CITY OF BENTONVILLE

SIGNED: \_\_\_\_\_  
CITY CLERK, CITY OF BENTONVILLE

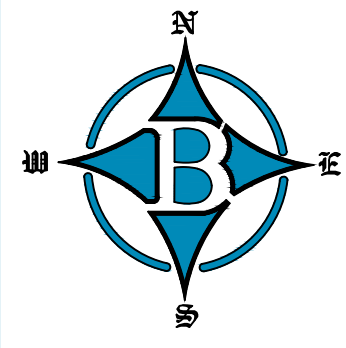
BENTONVILLE PROJECT #LS22-0055

## VICINITY MAP



VICINITY MAP NOT TO SCALE

| RECORDING NUMBER/DATE |            |             |             |  |
|-----------------------|------------|-------------|-------------|--|
| DATE                  | REVISION # | REVISION #1 | REVISION #2 |  |
| 07/08/24              |            |             |             |  |
| 08/16/24              |            |             |             |  |



| LEGEND:                  |
|--------------------------|
| WATER METER              |
| FIRE HYDRANT             |
| WATER VALVE              |
| BOUNDARY LINE (MEASURED) |
| BOUNDARY LINE (EXISTING) |
| FOURTY LINE/TIE LINE     |
| CENTERLINE OF ROAD       |
| RIGHT-OF-WAY             |
| FENCE                    |
| UTILITY EASEMENT         |

|                                                         |
|---------------------------------------------------------|
| THESE STANDARD SYMBOLS WILL<br>BE FOUND IN THE DRAWING. |
| (R) RECORD BEARING & DISTANCE                           |
| (M) MEASURED BEARING & DISTANCE                         |
| FOUND 58' REBAR                                         |
| FOUND 58' REBAR CAP                                     |
| FOUND 12' REBAR                                         |
| COMPUTED POINT                                          |
| POWER POLE                                              |
| SANITARY SEWER MH                                       |
| TELEPHONE PEDISTAL                                      |

|               |
|---------------|
| Location Map: |
| R-31-W        |
| 17            |
| T-19-N        |

**BATES**  
Engineers - Surveyors  
7230 S. Pleasant Ridge Dr. • Fayetteville, Arkansas 72704 • 479-442-9350  
This is a preliminary drawing for the project shown herein. It is not to be used for construction or for any other purpose without the written consent of Bates & Associates, Inc. The project is subject to change without notice. Bates & Associates, Inc. is not responsible for any errors or omissions in this drawing. Any use of this drawing for any purpose other than that for which it was prepared is at the user's sole risk. Bates & Associates, Inc. is not responsible for any errors or omissions in this drawing. Any use of this drawing for any purpose other than that for which it was prepared is at the user's sole risk.

| FOR USE AND BENEFIT OF:                         |          |         |                      |                    |
|-------------------------------------------------|----------|---------|----------------------|--------------------|
| ADDRESS:                                        | DATE:    | SCALE:  | SURVEYED/DRAFTED:    | LOCATION:          |
| 6000 SOUTH VAUGHN ROAD<br>BENTONVILLE, ARKANSAS | 08/26/24 | 1"=200' | ML/ARCH              | DA                 |
|                                                 |          |         | SECTION: 17          | TOWNSHIP: 19 NORTH |
|                                                 |          |         | DRAFT DATE: 09/26/24 | RANGE: 31 WEST     |
|                                                 |          |         | REVIEWED: DT         | COA #1335          |

DRAWING #20-039 SPLIT 2024



ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE ACCEPTING A LOT SPLIT OF LOT 3, VIVIAN FARMS  
SUBDIVISION, PHASE 2 CREATING NEW LOTS 5 AND 6 TO THE CITY OF  
BENTONVILLE, ARKANSAS; AND FOR OTHER PURPOSES.  
(PROJECT NUMBER: LS22-0055)**

**WHEREAS**, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the lot split of LOT 3, VIVIAN FARMS SUBDIVISION, PHASE 2 creating new LOTS 5 AND 6, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on September 17, 2024;

**WHEREAS**, said lot split is attached hereto as Exhibit “A”;

**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 3, VIVIAN FARMS SUBDIVISION, PHASE 2 creating new LOTS 5 AND 6 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;

Section 3 - Severability Provision: If any part of this Ordinance is held invalid, the remainder of this Ordinance shall continue in effect as if such invalid portion never existed; and

Section 4 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Ordinance are repealed to the extent of such conflict.

**PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.**

**APPROVED:**

**ATTEST:**

\_\_\_\_\_  
**Stephanie Orman, Mayor**

\_\_\_\_\_  
**Malorie Marrs, City Clerk**



## Lot Split - Lots 7, 8 & 9 of McKeehan's 2nd Addition

907 Northwest 9th Street

**PC Date:**

### Staff Report Details

|                                                  |                                      |
|--------------------------------------------------|--------------------------------------|
| <b>Project Number</b>                            | LS24-0028                            |
| <b>Applicant / Current Owner</b>                 | <b>RIVARD, MATTHEW S &amp; CASEY</b> |
| <b>Site Area</b>                                 | +/- [ <b>0.53 acres</b> ]            |
| <b>Current Zoning</b>                            | R-O Residential Office               |
| <b>Requested Zoning</b>                          | NA                                   |
| <b>Current Future Land Use Map Designation</b>   | Low Density Residential              |
| <b>Requested Future Land Use Map Designation</b> | NA                                   |
| <b>Development Type / Use</b>                    |                                      |
| <b>Related projects</b>                          |                                      |

### Property Description

**Lot Split: Lot Split of Lots 4 and 5, of McKeehan's 2nd Addition, Creating New Lots 7, 8, and 9 of McKeehan's 2nd Addition.**

**RIVARD, MATTHEWS & CASEY, R-O, Residential Office, LS24-0028.**

A Lot Split of Lots 4 and 5 of McKeehan's 2nd Addition, Creating New Lots 7, 8, and 9 of McKeehan's 2nd Addition. The existing Right of Way is adequate along Northwest 9th Street. The plat will also dedicate a 15' utility easement along Northwest 9th street.

### Project Details

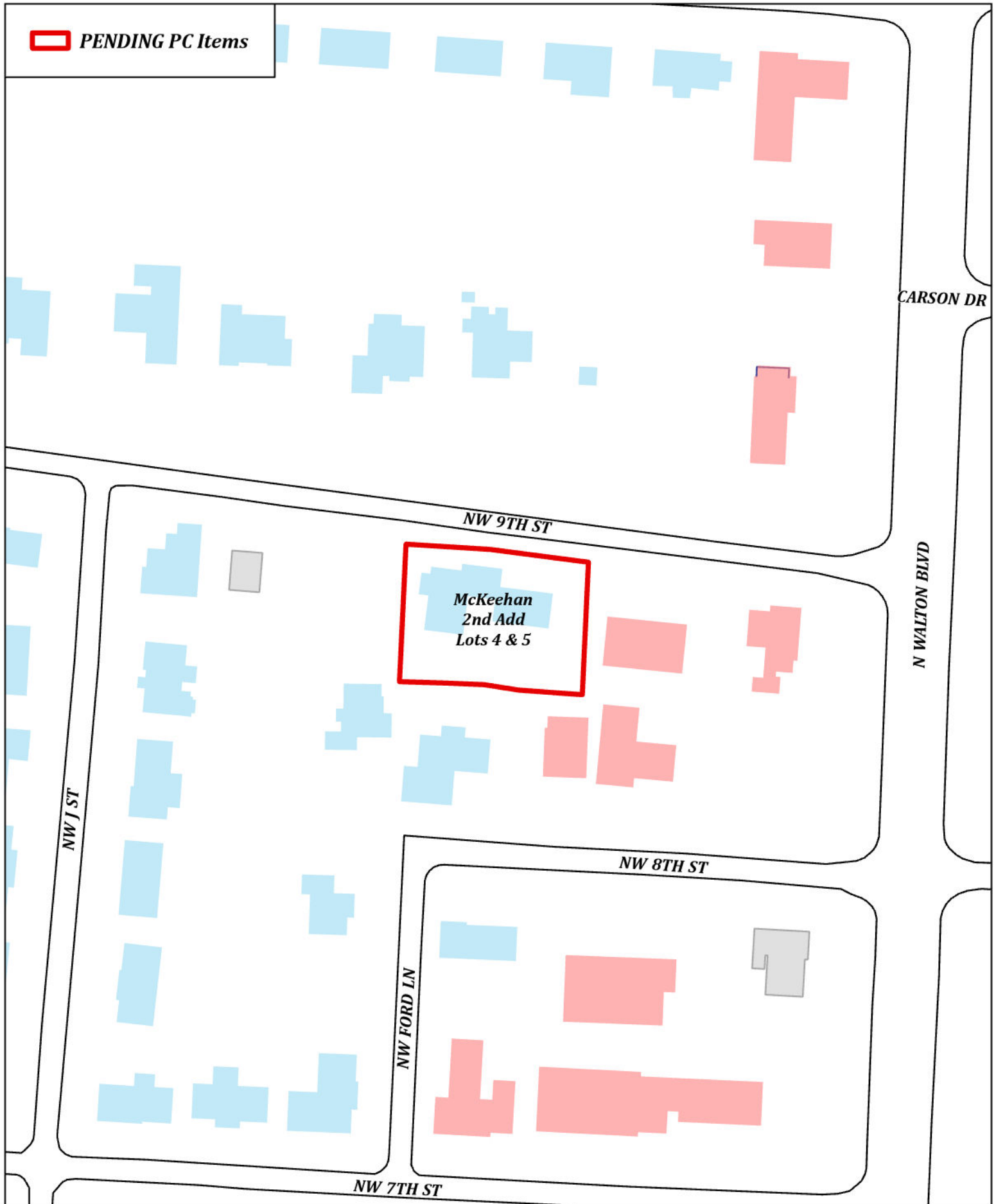
### Relationship to the General Plan / Projected Traffic Impact

**Public Comment**

Has Staff received Public Comment at the time of this report? : **No**

**Analysis / Waivers****Conclusion****Additional Details**

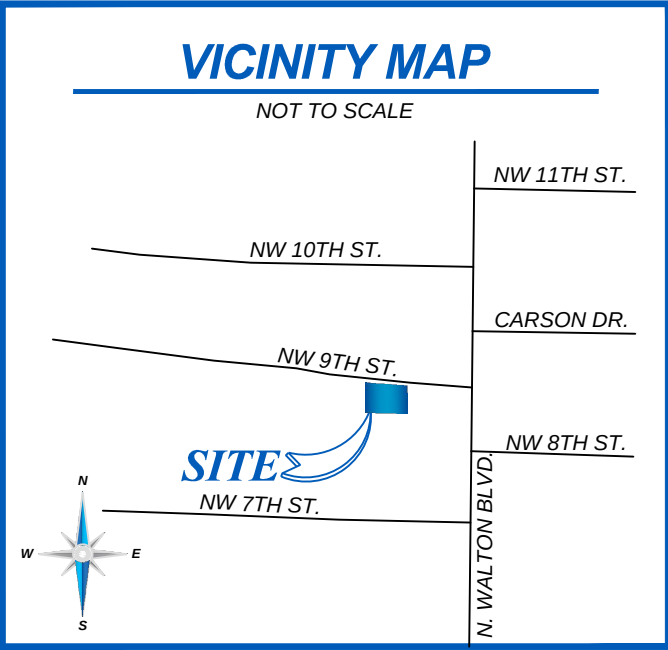
 **PENDING PC Items**



**LS24-0028**  
**McKeehans 2nd Add Lots 4 & 5**  
**Lot Split**







# LOT SPLIT OF LOTS 4 & 5, CREATING LOTS 7, 8, & 9 OF MCKEEHAN'S 2ND ADDITION

LOCATED IN: SECTION 25, TOWNSHIP 20 NORTH, RANGE 31 WEST

907 NW 9TH STREET, BENTON COUNTY, BENTONVILLE, ARKANSAS 72712

## RECORD DISCRIPTION

PARENT TRACT (DEED L202317357):  
LOTS 4 & 5, MCKEEHAN'S 2ND ADDITION, BENTONVILLE, BENTON COUNTY, ARKANSAS,  
AS SHOWN ON PLAT RECORD L, AT PAGE 9.

SUBJECT TO EXISTING EASEMENTS, MINERAL RESERVATIONS, CONVEYANCES AND/OR  
LEASES, AND COVENANTS AND RESTRICTIONS OF RECORD, IF ANY.

## SURVEY DESCRIPTION

**NEW TRACT 7:**  
PART OF LOT 4, MCKEEHAN'S 2ND ADDITION, BENTONVILLE, BENTON COUNTY,  
ARKANSAS, AS SHOWN ON PLAT RECORD L, AT PAGE 9, BEING DESCRIBED AS  
FOLLOWS: BEGINNING AT A FOUND 1" IRON PIPE, MARKING THE NORTHWEST CORNER  
OF SAID LOT 4; THENCE S82°28'48"E 60.31 FEET TO A SET 5/8" REBAR WITH CAP  
"MCKELVIN PS 1926"; THENCE S02°38'34"W 128.54 FEET TO A SET 5/8" REBAR WITH CAP  
"MCKELVIN PS 1926"; THENCE N85°42'45"W 60.31 FEET TO A FOUND 1/2" REBAR WITH  
CAP "985"; THENCE N02°43'42"E 131.93 FEET TO THE POINT OF BEGINNING.  
CONTAINING 0.180 ACRES MORE OR LESS. SUBJECT TO EASEMENTS AND  
RIGHTS-OF-WAY OF RECORD.

**NEW TRACT 8:**  
PART OF LOTS 4 & 5, MCKEEHAN'S 2ND ADDITION, BENTONVILLE, BENTON COUNTY,  
ARKANSAS, AS SHOWN ON PLAT RECORD L, AT PAGE 9, BEING DESCRIBED AS  
FOLLOWS: COMMENCING AT A FOUND 1" IRON PIPE, MARKING THE NORTHWEST  
CORNER OF SAID LOT 4; THENCE S82°28'48"E 60.31 FEET TO A SET 5/8" REBAR WITH  
CAP "MCKELVIN PS 1926", MARKING THE TRUE POINT OF BEGINNING; THENCE  
S82°28'48"E 60.31 FEET TO A SET 5/8" REBAR WITH CAP "MCKELVIN PS 1926"; THENCE  
S02°24'57"W 125.15 FEET TO A SET 5/8" REBAR WITH CAP "MCKELVIN PS 1926"; THENCE  
N85°42'45"W 60.61 FEET TO A SET 5/8" REBAR WITH CAP "MCKELVIN PS 1926"; THENCE  
N02°38'34"E 128.54 FEET TO THE POINT OF BEGINNING. CONTAINING 0.176 ACRES  
MORE OR LESS. SUBJECT TO EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

**NEW TRACT 9:**  
PART OF LOT 5, MCKEEHAN'S 2ND ADDITION, BENTONVILLE, BENTON COUNTY,  
ARKANSAS, AS SHOWN ON PLAT RECORD L, AT PAGE 9, BEING DESCRIBED AS  
FOLLOWS: COMMENCING AT A FOUND 1" IRON PIPE, MARKING THE NORTHWEST  
CORNER OF LOT 4; THENCE S82°28'48"E 120.62 FEET TO A SET 5/8" REBAR WITH CAP  
"MCKELVIN PS 1926", MARKING THE TRUE POINT OF BEGINNING; THENCE S82°28'48"E  
60.31 FEET TO A FOUND 5/8" REBAR; THENCE S02°19'01"W 121.76 FEET TO A FOUND  
1-1/2" IRON PIPE; THENCE N85°42'45"W 60.31 FEET TO A SET 5/8" REBAR WITH CAP  
"MCKELVIN PS 1926"; THENCE N02°24'57"E 125.15 FEET TO THE POINT OF BEGINNING.  
CONTAINING 0.171 ACRES MORE OR LESS. SUBJECT TO EASEMENTS AND  
RIGHTS-OF-WAY OF RECORD.

## MISCELLANEOUS NOTES

STATE RECORDING NUMBER:  
500-20N-31W-0-25-120-04-1926

COMPLETED FIELD WORK:  
JUNE 11, 2024

REFERENCE DOCUMENTS:  
1. WARRANTY DEED FILED AS INSTRUMENT L202317357.  
2. SURVEY PLAT FILED IN PLAT RECORD L, PAGE 9.  
3. SURVEY PLAT FILED IN PLAT RECORD U, PAGE 67.

**BASIS OF BEARING:**  
THE BASIS OF BEARING OF THIS SURVEY IS GRID NORTH, BASED ON ARKANSAS STATE PLANE COORDINATE  
SYSTEM, NORTH ZONE NAD83.

SOME FEATURES SHOWN ON THIS PLAT MAY BE SHOWN OUT OF SCALE FOR CLARITY.

DIMENSIONS ON THIS PLAT ARE EXPRESSED IN FEET AND DECIMAL PARTS THEREOF UNLESS OTHERWISE  
NOTED. MONUMENTS WERE FOUND AT POINTS WHERE INDICATED.

EXCEPT AS SPECIFICALLY STATED OR SHOWN ON THIS PLAT, THIS SURVEY DOES NOT PURPORT TO  
REFLECT OF ANY OF THE FOLLOWING WHICH MAY BE APPLICABLE TO THE SUBJECT PROPERTY:  
EASEMENTS, OTHER THAN POSSIBLE EASEMENTS WHICH WERE VISIBLE AT THE TIME OF SURVEY;  
RESTRICTIVE COVENANTS; SUBDIVISION RESTRICTIONS OR OTHER LAND USE REGULATIONS; AND ANY  
OTHER FACTS WHICH AN ACCURATE TITLE SEARCH MAY DISCLOSE.

THE TERM "CERTIFY" OR "CERTIFICATION" AND "CORRECT" AS NOTED HEREON AND AS IT PERTAINS TO  
LAND SURVEYING SERVICES AS SHOWN ON THIS DOCUMENT SHALL MEAN, "A STATEMENT SIGNED BY THE  
PROFESSIONAL LAND SURVEYOR BASED ON THE FACTS AND KNOWLEDGE KNOWN TO THE PROFESSIONAL  
LAND SURVEYOR AT THE TIME OF THE SURVEY AND IS NOT A GUARANTEE OR WARRANTY, EITHER IMPLIED  
OR EXPRESSED."

ALL STRUCTURES MUST MAINTAIN MINIMUM OF 20' CLEARANCES FROM ALL ELECTRIC LINES.

BEFORE ANY WORK IN THE RIGHT-OF-WAY COMMENCES, CONTRACTOR AND OR OWNER IS TO OBTAIN  
RIGHT-OF-WAY PERMIT FROM THE CITY OF BENTONVILLE TRANSPORTATION DEPARTMENT.

OWNER/DEVELOPER SHALL COORDINATE WITH ALL LOCAL UTILITIES TO ENSURE THAT EACH LOT HAS  
WATER, SEWER AND ELECTRIC SERVICE.

SIDEWALKS SHALL BE THE RESPONSIBILITY OF THE BUILDER/OWNER AT TIME OF BUILDING PERMIT  
ISSUANCE.

THERE MAY NOT BE FENCES OR ANY OTHER STRUCTURES BUILT IN ANY DRAINAGE EASEMENTS.

THERE ARE NO KNOWN WAIVERS, VARIANCES AND/OR CONDITIONAL USES AT THE TIME OF PREPARING THIS  
PLAT OR PLAN."

SETBACKS SHALL BE PER THE CURRENT ZONING DISTRICT AS STATED IN THE MOST RECENT CITY OF  
BENTONVILLE ZONING CODE. FOR MORE INFO VISIT [HTTP://WWW.BENTONVILLEPLANNING.COM/](http://www.bentonvilleplanning.com/) OR CALL  
THE PLANNING DEPARTMENT @ 479-271-3122.

THE PROPERTY IS LOCATED IN AIRPORT ZONE D (4) TRAFFIC PATTERN ZONE (TPZ).

WE HEREBY GRANT TO THE CITY OF BENTONVILLE A BLANKET AVIGATION EASEMENT OVER THE ENTIRETY  
OF THIS LOT SPLIT PURSUANT TO MUNICIPAL CODE SECTION 401.12.

## ZONING INFORMATION

CURRENT ZONING: "R-O" RESIDENTIAL OFFICE

## FLOOD ZONE INFORMATION

BY GRAPHIC PLOTTING ONLY, NO PORTION OF THIS PROPERTY IS IN  
ZONE "A" OR "AE" OF THE FLOOD INSURANCE RATE MAP, COMMUNITY  
PANEL NO. 05007C0090J, WHICH BEARS AN EFFECTIVE DATE OF 09/28/2007  
AND IS NOT IN A SPECIAL FLOOD HAZARD AREA.

## UTILITY INFORMATION

THE LOCATION OF UTILITIES SHOWN HEREON ARE FROM OBSERVED  
EVIDENCE OF ABOVE GROUND APPURTENANCES ONLY. THE SURVEYOR  
WAS NOT PROVIDED WITH UNDERGROUND PLANS OR SURFACE GROUND  
MARKINGS TO DETERMINE THE LOCATION OF ANY SUBTERRANEAN USES.

## SIGNATURE BLOCKS

**CERTIFICATE OF OWNERSHIP:**  
WE THE UNDERSIGNED, OWNERS OF THE REAL ESTATE SHOWN AND DESCRIBED  
HEREIN, DO HEREBY CERTIFY THAT WE HAVE LAID OFF, PLATTED, AND SUBDIVIDED  
AND DO HEREBY LAY OFF, PLAT, SUBDIVIDE, SAID REAL ESTATE IN ACCORDANCE  
WITH THIS PLAT AND DO HEREBY DEDICATE TO THE USE OF THE PUBLIC THE  
STREETS, ALLEYS, DRIVES, EASEMENTS, ETC. AS SHOWN ON SAID PLAT.

DATE OF EXECUTION: \_\_\_\_\_

SIGNED: \_\_\_\_\_

DATE OF EXECUTION: \_\_\_\_\_

SIGNED: \_\_\_\_\_

NAME AND ADDRESS: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

SOURCE OF TITLE: D.R. \_\_\_\_\_ PAGE \_\_\_\_\_

**CERTIFICATE OF SURVEYING ACCURACY:**  
I, CLAYTON M. MCKELVIN, HEREBY CERTIFY THAT THIS PLAT CORRECTLY  
REPRESENTS A BOUNDARY SURVEY MADE BY ME AND BOUNDARY MARKERS AND  
LOT CORNERS SHOWN HEREON ACTUALLY EXIST AND THEIR LOCATION, TYPE AND  
MATERIAL ARE CORRECTLY SHOWN AND ALL MINIMUM REQUIREMENTS OF THE  
ARKANSAS MINIMUM STANDARDS FOR LAND SURVEYORS HAVE BEEN MET.

DATE OF EXECUTION: \_\_\_\_\_

SIGNED: \_\_\_\_\_

**CERTIFICATE OF SUPERVISOR:**  
PURSUANT TO THE BENTONVILLE LAND DEVELOPMENT CODE AND ALL OTHER  
ORDINANCES AND APPROVAL HAVING BEEN COMPLETED, THIS DOCUMENT IS  
HEREBY ACCEPTED. THIS CERTIFICATE IS HEREBY EXECUTED UNDER THE  
AUTHORITY OF THE SAID RULES AND REGULATIONS.

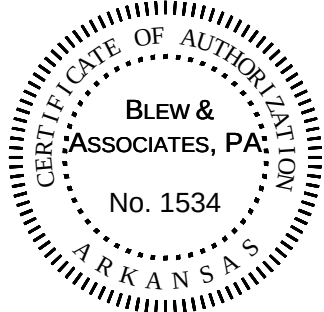
DATE OF EXECUTION: \_\_\_\_\_

SIGNED: \_\_\_\_\_  
BENTONVILLE PLANNING  
COMMISSION CHAIRMAN

SIGNED: \_\_\_\_\_  
MAYOR CITY OF BENTONVILLE

SIGNED: \_\_\_\_\_  
CITY CLERK, CITY OF BENTONVILLE

I, CLAYTON M. MCKELVIN, PROFESSIONAL  
SURVEYOR NO. 1926, IN THE STATE OF ARKANSAS,  
HEREBY CERTIFY THIS TO BE TRUE AND CORRECT  
TO THE BEST OF MY KNOWLEDGE AND BELIEF  
ON THIS THE 9TH DAY OF SEPTEMBER, 2024.



IF THE SIGNATURE ON THIS SEAL IS NOT AN ORIGINAL AND  
NOT BLUE IN COLOR THEN IT SHOULD BE ASSUMED THAT  
THIS PLAT MAY HAVE BEEN ALTERED. THE ABOVE  
CERTIFICATION SHALL NOT APPLY TO ANY COPY THAT  
DOES NOT BEAR AN ORIGINAL SEAL AND SIGNATURE.

## LAND AREA

LOT 4  
11,684 ± SQUARE FEET  
0.268 ± ACRES

LOT 5  
11,236 ± SQUARE FEET  
0.258 ± ACRES

NEW LOT 7  
7,839 ± SQUARE FEET  
0.180 ± ACRES

NEW LOT 8  
7,652 ± SQUARE FEET  
0.176 ± ACRES

NEW LOT 9  
7,428 ± SQUARE FEET  
0.171 ± ACRES

## OWNER/DEVELOPER

MATTHEW S & CASEY RIVARD  
907 NW 9TH STREET  
BENTONVILLE, AR 72712  
MSRIVARD@YAHOO.COM

| DATE     | REVISION HISTORY  | BY  |
|----------|-------------------|-----|
| 08/05/24 | PLANNING COMMENTS | TPN |
| 08/28/24 | PLANNING COMMENTS | TPN |
| 09/09/24 | PLANNING COMMENTS | TPN |

Surveying  
Engineering  
Mapping

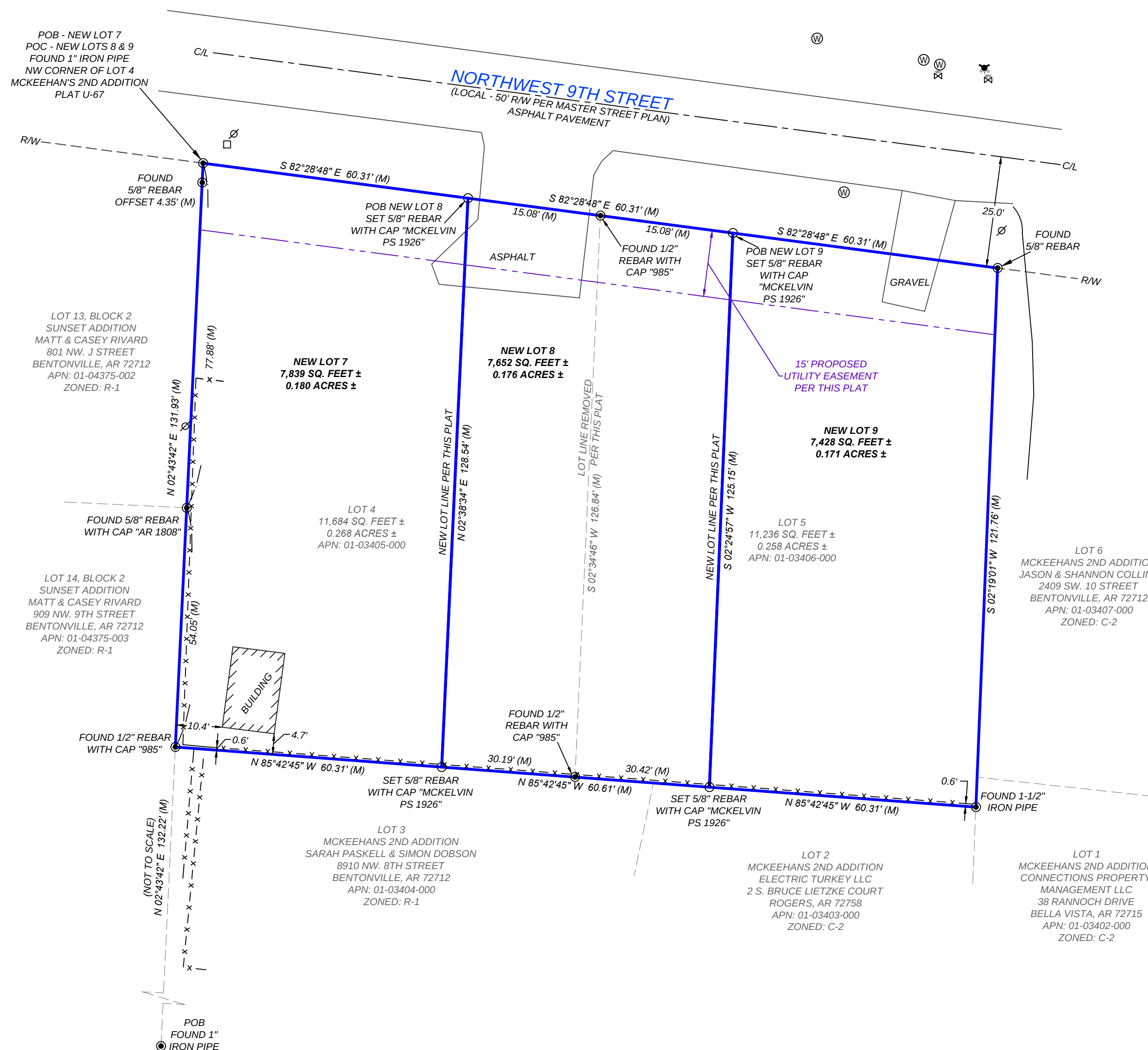
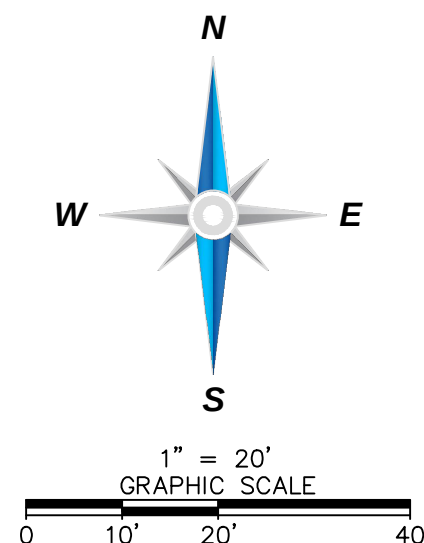
3825 N. SHILOH DRIVE - FAYETTEVILLE, AR 72703  
OFFICE: 479.443.4506 · FAX: 479.582.1883  
SURVEY@BLEWINC.COM  
WWW.BLEWINC.COM

|                                                      |                                                 |
|------------------------------------------------------|-------------------------------------------------|
| <b>SURVEYOR JOB NUMBER:</b><br>24-3140               | <b>SURVEY DRAWN BY:</b><br>DLS - 07/22/2024     |
| <b>SURVEY REVIEWED BY:</b><br>TPN                    | <b>SCALE:</b><br>1" = 20'                       |
| <b>FOR THE USE AND BENEFIT OF:</b><br>MATTHEW RIVARD | <b>BENTONVILLE PROJECT NUMBER:</b><br>LS24-0028 |



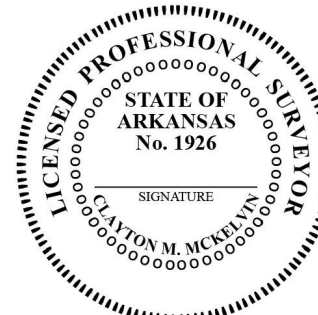
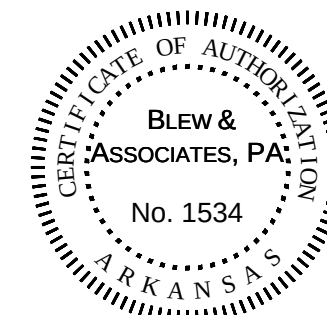
NOT TO SCALE

907 NW 9TH STREET, BENTON COUNTY, BENTONVILLE, ARKANSAS 72712



|                                                                                       |                           |
|---------------------------------------------------------------------------------------|---------------------------|
|    | FOUND MONUMENT (AS NOTED) |
|    | SET MONUMENT (AS NOTED)   |
|    | POWER POLE                |
|    | WATER METER               |
|    | WATER VALVE               |
|    | FIRE HYDRANT              |
| POB                                                                                   | POINT OF BEGINNING        |
| POC                                                                                   | POINT OF COMMENCEMENT     |
| (M)                                                                                   | MEASURED DIMENSION        |
|    | BOUNDARY LINE             |
|    | EASEMENT LINE             |
|    | RIGHT-OF-WAY LINE (R/W)   |
|  | CENTERLINE (C/L)          |
|  | FENCE LINE                |

I, CLAYTON M. MCKELVIN, PROFESSIONAL  
SURVEYOR NO. 1926, IN THE STATE OF ARKANSAS,  
HEREBY CERTIFY THIS TO BE TRUE AND CORRECT  
TO THE BEST OF MY KNOWLEDGE AND BELIEF  
ON THIS THE 9TH DAY OF SEPTEMBER, 2024.



IF THE SIGNATURE ON THIS SEAL IS NOT AN ORIGINAL AND NOT BLUE IN COLOR THEN IT SHOULD BE ASSUMED THAT THIS PLAT MAY HAVE BEEN ALTERED. THE ABOVE CERTIFICATION SHALL NOT APPLY TO ANY COPY THAT DOES NOT BEAR AN ORIGINAL SEAL AND SIGNATURE.



|                                                      |                                                 |
|------------------------------------------------------|-------------------------------------------------|
| <b>SURVEYOR JOB NUMBER:</b><br>24-3140               | <b>SURVEY DRAWN BY:</b><br>DLS - 07/22/2024     |
| <b>SURVEY REVIEWED BY:</b><br>TPN                    | <b>SCALE:</b><br>1" = 20'                       |
| <b>FOR THE USE AND BENEFIT OF:</b><br>MATTHEW RIVARD | <b>BENTONVILLE PROJECT NUMBER:</b><br>LS24-0028 |

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE ACCEPTING A LOT SPLIT OF LOTS 4 AND 5 OF MCKEEHAN'S  
2ND ADDITION CREATING NEW LOTS 7, 8, AND 9 OF MCKEEHAN'S 2ND  
ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS; AND FOR OTHER  
PURPOSES.**

**(PROJECT NUMBER: LS24-0028)**

**WHEREAS**, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the lot split of LOTS 4 AND 5 OF MCKEEHAN'S 2ND ADDITION creating new LOTS 7, 8, AND 9 OF MCKEEHAN'S 2ND ADDITION, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on September 17, 2024;

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

**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 4 AND 5 OF MCKEEHAN'S 2ND ADDITION creating new LOTS 7, 8, AND 9 OF MCKEEHAN'S 2ND ADDITION to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes;

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

Section 3 - Severability Provision: If any part of this Ordinance is held invalid, the remainder of this Ordinance shall continue in effect as if such invalid portion never existed; and

Section 4 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Ordinance are repealed to the extent of such conflict.

**PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.**

**APPROVED:**

**ATTEST:**

\_\_\_\_\_  
**Stephanie Orman, Mayor**

\_\_\_\_\_  
**Malorie Marrs, City Clerk**



## Property Line Adjustment - Lot 19 Manor Heights Subdivision

410 Northwest H Street

**PC Date:**

### Staff Report Details

|                                                  |                               |
|--------------------------------------------------|-------------------------------|
| <b>Project Number</b>                            | PLA24-0008                    |
| <b>Applicant / Current Owner</b>                 | Ellen and Mike Queen          |
| <b>Site Area</b>                                 | +/- [ <b>0.28 acres</b> ]     |
| <b>Current Zoning</b>                            | R-1 Single Family Residential |
| <b>Requested Zoning</b>                          | NA                            |
| <b>Current Future Land Use Map Designation</b>   |                               |
| <b>Requested Future Land Use Map Designation</b> | NA                            |
| <b>Development Type / Use</b>                    |                               |
| <b>Related projects</b>                          |                               |

### Property Description

**Property Line Adjustment: Lot 7 creating New Lot 19 of Manor Heights Subdivision, Ellen and Mike Queen, R-1, Low Density Residential, PLA24-0008.**

A property line adjustment of Lot 7 of Manor Heights Subdivision, creating New Lot 19. To meet the requirements of the current Master Street Plan, the plat is dedicating an additional 966.32 square feet of Right of Way along Northwest H Street. The plat will also dedicate a 15' utility easement along Northwest H Street.

### Project Details

### Relationship to the General Plan / Projected Traffic Impact



**Public Comment**

Has Staff received Public Comment at the time of this report? : **No**

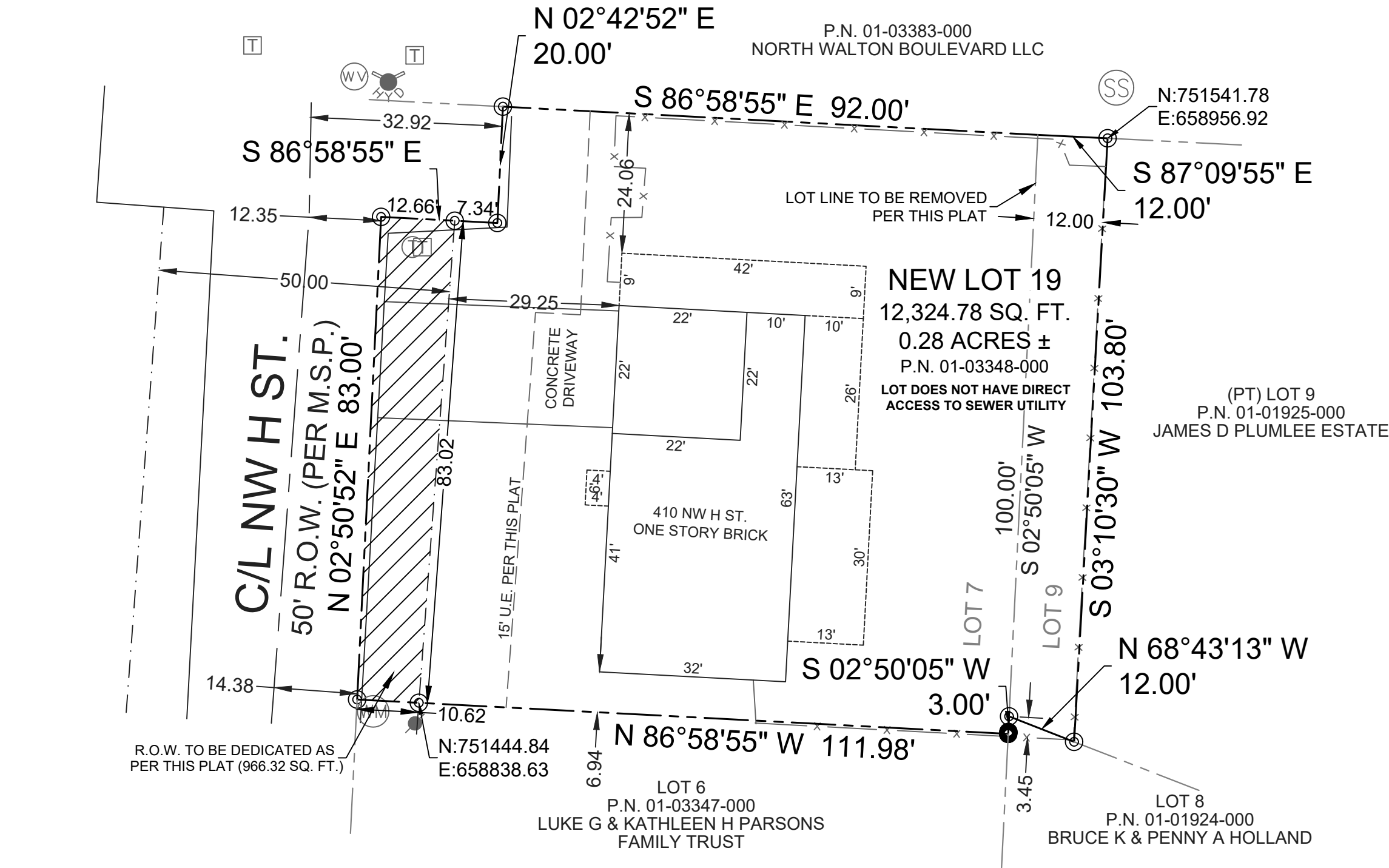
**Analysis / Waivers****Conclusion****Additional Details**

 **PENDING PC Items**



**PLA24-0008**  
**Manor Heights Sub Lot 7**  
**Property Line Adjustment**





NOTES:

- EXCEPT AS SPECIFICALLY STATED OR SHOWN ON THIS PLAT, THIS SURVEY DOES NOT PURPORT TO REFLECT ANY OF THE FOLLOWING WHICH MAY BE APPLICABLE TO THE SUBJECT REAL ESTATE: EASEMENTS, OTHER THAN POSSIBLE EASEMENTS WHICH WERE VISIBLE AT THE TIME OF MAKING OF THIS SURVEY; BUILDING SETBACK LINES; RESTRICTIVE COVENANTS; SUBDIVISION RESTRICTIONS; ZONING OR OTHER LAND-USE REGULATIONS, AND ANY OTHER FACTS WHICH AN ACCURATE AND CURRENT TITLE COMMITMENT MAY DISCLOSE.
- BASIS OF BEARINGS: ARKANSAS STATE PLANE COORDINATE SYSTEM, NORTH ZONE.
- SURVEY REPRESENTS A BOUNDARY SURVEY OF A PARCEL DESCRIBED IN THE BENTON COUNTY DEED RECORDS AT BOOK 2009, PAGE 39161.
- DECLARATION IS MADE TO ORIGINAL PURCHASER OF THE SURVEY. IT IS NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS.
- THIS SURVEY IS VALID ONLY IF THE DRAWING INCLUDES THE SEAL AND SIGNATURE OF THE SURVEYOR.
- SETBACKS SHALL BE PER THE CURRENT ZONING DISTRICT AS STATED IN THE MOST RECENT CITY OF BENTONVILLE ZONING CODE. FOR MORE INFORMATION VISIT <http://www.bentonvilleplanning.com/> OR CALL THE PLANNING DEPARTMENT @ 479-271-3122.
- THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION, ATLAS MAPS AS MAY BE AVAILABLE FROM MUNICIPALITIES OR UTILITY COMPANIES, AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES STATE THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.
- EVERY DOCUMENT OF RECORD REVIEWED AND CONSIDERED AS A PART OF THIS SURVEY IS NOTED HEREON. ONLY THE DOCUMENTS NOTED HEREON WERE SUPPLIED THE SURVEYOR. NO ABSTRACT OF TITLE OR TITLE COMMITMENT WERE FURNISHED THE SURVEYOR. THERE MAY EXIST OTHER DOCUMENTS OF RECORD WHICH WOULD AFFECT THIS PARCEL.
- SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP, TITLE EVIDENCE, OR ANY OTHER FACTS WHICH AN ACCURATE AND CURRENT TITLE COMMITMENT MAY DISCLOSE.
- THIS SURVEY DOES NOT PROVIDE SURVEY CONTROL FOR FUTURE CONSTRUCTION.
- FLOOD ZONES SHOWN BY GRAPHIC PLOTTING ONLY.
- ALL STRUCTURES MUST MAINTAIN A MINIMUM OF 20' CLEARANCE FROM ALL ELECTRIC LINES.
- BEUD'S STANDARD PRACTICE IS TO PLACE UNDERGROUND EQUIPMENT (TRANSFORMERS, SECONDARY PEDESTALS, JUNCTION BOXES, ETC) ON THE LOT LINE OF A DEVELOPMENT. ANY ADJUSTMENTS TO THE PROPERTY LINE THAT RESULT IN OUR EQUIPMENT NOT BEING ON THE LOT LINE WILL REQUIRE THE DEVELOPER TO PAY FOR THE COST OF BEUD TO RELOCATE THE EQUIPMENT TO THE LOT LINE.
- IT IS THE RESPONSIBILITY OF THE DEVELOPER TO COORDINATE WITH THE NEW SERVICE COORDINATOR @ 479-271-3139 TO DETERMINE IF EQUIPMENT IS IN CONFLICT.
- IT IS THE RESPONSIBILITY OF THE DEVELOPER TO PAY FOR ANY COSTS ASSOCIATED WITH MOVING OF EQUIPMENT. THIS INCLUDES BUT IS NOT LIMITED TO ANY COSTS ASSOCIATED WITH LOSS OF EQUIPMENT (WIRE AND ELBOWS) AND LABOR AND MATERIAL TO MOVE THE EQUIPMENT TO THE NEW LOT LINE.
- THERE ARE NO WAIVERS, VARIANCES, AND/OR CONDITIONAL USES AT THE TIME OF PREPARING THIS PLAT OR PLAN.
- NO RESIDENTIAL LOT SHALL BE PERMITTED DIRECT ACCESS TO A COLLECTOR OR ARTERIAL STREET ALL RESIDENTIAL SUBDIVISION DEVELOPMENT CONTIGUOUS TO A COLLECTOR OR ARTERIAL STREET SHALL ORIENT FRONTAGE TO A LOCAL STREET, AND BACK OF THE PROJECT WITHOUT ACCESS TO THE SAID MAJOR STREETS.
- BEFORE ANY WORK IN THE RIGHT-OF-WAY COMMENCES, CONTRACTOR AND/OR OWNER IS TO OBTAIN RIGHT-OF-WAY PERMIT FROM THE CITY OF BENTONVILLE TRANSPORTATION DEPARTMENT.
- SIDEWALKS SHALL BE THE RESPONSIBILITY OF THE BUILDER/OWNER AT THE TIME OF BUILDING PERMIT ISSUANCE.
- OWNER/DEVELOPER SHALL COORDINATE WITH ALL LOCAL UTILITIES TO ENSURE THAT EACH LOT HAS WATER, SEWER, AND ELECTRIC SERVICE.
- THERE MAY NOT BE FENCES OR ANY OTHER STRUCTURES BUILT IN ANY DRAINAGE EASEMENTS.
- PROPERTY DOES NOT HAVE DIRECT ACCESS TO SEWER UTILITY. CURRENT SEWER TAP MAY BE MAINTAINED, BUT IF PROPERTY IS REDEVELOPED OR RENOVATED THERE WILL BE NO NEW TAPS MADE IN FAVOR OF NEW CONDITIONS.
- WE HEREBY GRANT TO THE CITY OF BENTONVILLE A BLANKET AVIGATION EASEMENT OVER THE ENTIRETY OF THIS PROPERTY LINE ADJUSTMENT PURSUANT TO MUNICIPAL CODE SECTION 401.12 AND 401.13.
- THIS PROJECT IS IN AIRPORT ZONE 1 AND MEETS THE REQUIREMENTS OF SAID ZONE.

LEGAL DESCRIPTION - PARENT TRACT:  
DEED REFERENCE BOOK 2009, PAGE 39161

LOT 7, MANOR HEIGHTS SUBDIVISION, BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT RECORD F, PAGE 24.

ALSO: THE WEST 12 FEET OF LOT 9 IN CRESTVIEW ADDITION, BENTONVILLE, BENTON COUNTY, ARKANSAS, DESCRIBED AS BEGINNING AT THE NW CORNER OF SAID LOT 9; THENCE EAST 12 FEET; THENCE SOUTH TO THE SOUTH LINE OF SAID LOT 9; THENCE NORTHWESTERLY ALONG SAID LOT LINE TO THE SW CORNER OF SAID LOT 9; THENCE NORTH TO THE PLACE OF BEGINNING.

SURVEY DESCRIPTION - NEW LOT 19:

LOT 7, MANOR HEIGHTS SUBDIVISION, AND THE WEST 12 FEET OF LOT 9, CRESTVIEW ADDITION, BEING IN THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 7, MANOR HEIGHTS SUBDIVISION, THENCE N 02°50'52" E A DISTANCE OF 83.00 FEET; THENCE S 86°58'55" E A DISTANCE OF 20.00 FEET; THENCE N 02°42'52" E A DISTANCE OF 20.00 FEET; THENCE S 87°00'11" E A DISTANCE OF 104.00 FEET; THENCE S 03°10'30" W A DISTANCE OF 103.80 FEET; THENCE N 68°43'13" W A DISTANCE OF 12.00 FEET; THENCE S 02°50'05" W A DISTANCE OF 3.00 FEET; THENCE N 86°58'55" W A DISTANCE OF 111.98 FEET TO THE POINT OF BEGINNING, WITH AN AREA OF 12326.55 SQUARE FEET, OR 0.283 ACRES, MORE OR LESS, AND SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF RECORD OR FACT.

CERTIFICATE OF SURVEY ACCURACY:

I, ROBERT J. CASTER HEREBY CERTIFY THAT THIS PLAT CORRECTLY REPRESENTS A BOUNDARY SURVEY MADE BY ME AND BOUNDARY MARKERS AND LOT CORNERS SHOWN HEREON ACTUALLY EXIST AND THEIR LOCATION, SIZE, TYPE AND MATERIAL ARE CORRECTLY SHOWN AND ALL MINIMUM REQUIREMENTS OF THE ARKANSAS MINIMUM STANDARDS FOR LAND SURVEYORS HAVE BEEN MET.

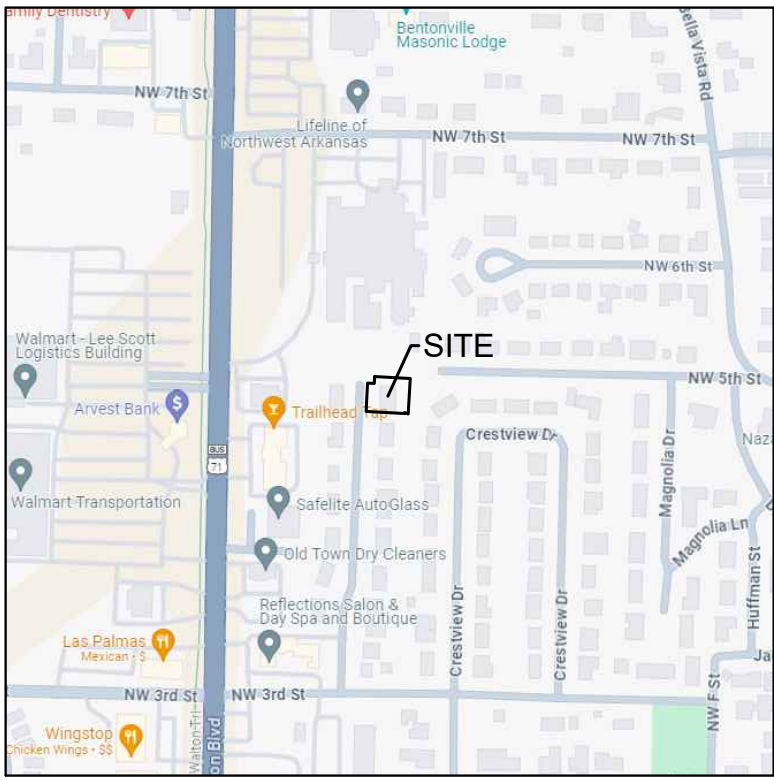
DATE OF EXECUTION \_\_\_\_\_

SIGNED: \_\_\_\_\_  
REGISTERED LAND SURVEYOR  
NO. 1370  
STATE OF ARKANSAS

UTILITY CONTACT INFORMATION:

- Black Hill Energy:** Josh Knight, 1301 Federal Way, PO Box 2129, Lowell, AR 72745, (479) 721-4543, [Joshua.knight@blackhillscorp.com](mailto:Joshua.knight@blackhillscorp.com)
- AT&T: Brent Baldwin,** 1133 E. Harold St., Fayetteville, AR 72701, (479) 200-9022 or (479) 571-6609, [bb6585@att.com](mailto:bb6585@att.com)
- Cox Communications:** Timothy Goss, 4901 S. 48th Street, Springdale, AR 72762, (479) 651-5583 [timothy.goss@cox.com](mailto:timothy.goss@cox.com)
- Fire Dept.:** City of Bentonville, Justin Scantlin, Fire Chief, 800 SW A Street, Bentonville, AR 72712, (479) 271-5927 or (479) 685-1096
- Street Dept.:** City of Bentonville, Tony Davis, 3200 SW Municipal Drive, Bentonville, AR 72712, (479) 271-3130
- Water Dept.:** City of Bentonville, Beau Thompson, 3200 SW Municipal Drive, Bentonville, AR 72712, (479) 271-3140
- Electric Dept.:** City of Bentonville, Charlie Barnes, 3200 SW Municipal Drive, Bentonville, AR 72712, (479) 271-3159
- Wastewater Dept.:** City of Bentonville, Chris Earl, 1901 NE A Street, Bentonville, AR 72712, (479) 271-3161
- Planning Dept.:** City of Bentonville, Tyler Overstreet, 305 SW A Street, Bentonville, AR, (479) 271-3122
- Building and Fire Safety:** City of Bentonville, Brad Arnold, 305 SW A Street, Bentonville, AR, (479) 271-3108
- City Engineer:** City of Bentonville, Ellen Norvell, 3200 SW Municipal Drive, Bentonville, AR, (479) 271-5993
- Stormwater:** City of Bentonville, Allison West, 3200 SW Municipal Drive, Bentonville, AR, (479) 271-6719, [jwest@bentonvillear.com](mailto:jwest@bentonvillear.com)

OWNERSHIP INFORMATION:  
MICHAEL D &  
ELLEN H QUEEN  
410 NW H ST.  
BENTONVILLE, AR  
479-530-9797  
[ellenqueen@me.com](mailto:ellenqueen@me.com)



VICINITY MAP  
(N.T.S.)

LEGEND

- FOUND REBAR
- ⊙ SET REBAR W/CAP
- ⊕ UTILITY POLE
- ⊗ SANITARY SEWER
- ⊖ WATER METER
- ⊘ WATER VALVE
- ⊙ TELEPHONE METER
- ⊕ FIRE HYDRANT
- ⊗ TELEPHONE RISER
- PROPERTY LINE
- - - RIGHT-OF-WAY
- \_\_\_ CENTERLINE
- \_\_\_ SETBACK

CERTIFICATE OF OWNERSHIP AND DEDICATION:

WE THE UNDERSIGNED, OWNERS OF THE REAL ESTATE SHOWN AND DESCRIBED HEREIN, DO HEREBY CERTIFY THAT WE HAVE LAID OFF, PLATTED, AND SUBDIVIDED AND DO HEREBY LAY OFF, PLAT, SUBDIVIDE SAID REAL ESTATE IN ACCORDANCE WITH THIS PLAT AND DO HEREBY DEDICATE TO THE USE OF THE PUBLIC THE STREETS, ALLEYS, DRIVES, EASEMENTS, ETC. AS SHOWN ON SAID PLAT.

DATE OF EXECUTION: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

STATE OF ARKANSAS, COUNTY OF BENTON, SUBSCRIBED AND SWORN BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

NOTARY PUBLIC

MY COMMISSION EXPIRES: \_\_\_\_\_

CERTIFICATE OF APPROVAL:

PURSUANT TO THE BENTONVILLE LAND DEVELOPMENT CODE AND ALL OTHER CONDITIONS AND APPROVAL HAVING BEEN COMPLETED, THIS DOCUMENT IS HEREBY ACCEPTED. THIS CERTIFICATE IS HEREBY EXECUTED UNDER THE AUTHORITY OF THE SAID RULES AND REGULATIONS.

DATE OF EXECUTION: \_\_\_\_\_

SIGNED \_\_\_\_\_  
PLANNING COMMISSION CHAIRPERSON

DATE OF EXECUTION: \_\_\_\_\_

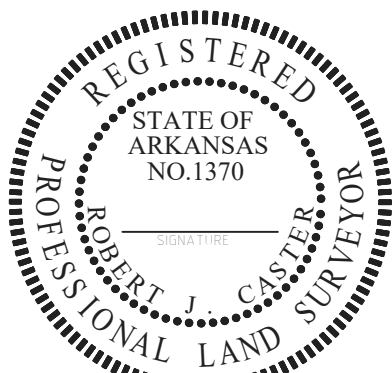
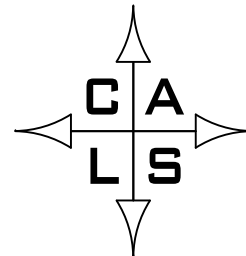
SIGNED \_\_\_\_\_  
MAYOR, CITY OF BENTONVILLE

SIGNED \_\_\_\_\_  
CITY CLERK, CITY OF BENTONVILLE

CERTIFICATE OF AUTHORIZATION  
COA CERTIFICATE NUMBER: 3049

**CASTER & ASSOCIATES**  
LAND SURVEYING, INC.

2715 SE "I" Street, Suite 5  
Bentonville, AR 72712  
(479) 268-4464



|                                                                                    |           |                  |        |
|------------------------------------------------------------------------------------|-----------|------------------|--------|
| SCALE: 1" = 20'                                                                    |           | DATE: 08/28/2024 |        |
| PROPERTY LINE ADJUSTMENT<br>LOT 7 CREATING NEW LOT 19<br>MANOR HEIGHTS SUBDIVISION |           |                  |        |
| 410 NW H STREET<br>BENTONVILLE, BENTON CO., AR                                     |           |                  |        |
| JOB #                                                                              | DRAWN BY: | CHK'D BY:        | PAGE   |
| 24-138                                                                             | JRC/ASG   | RJC              | 1 OF 1 |

CITY OF BENTONVILLE PROJECT NO. PLA24-0008

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF LOT 7 OF  
MANOR HEIGHTS SUBDIVISION CREATING NEW LOT 19 OF MANOR HEIGHTS  
SUBDIVISION TO THE CITY OF BENTONVILLE, ARKANSAS; AND FOR OTHER  
PURPOSES.**

**(PROJECT NUMBER: PLA24-0008)**

**WHEREAS**, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the property line adjustment of LOT 7 OF MANOR HEIGHTS SUBDIVISION creating new LOT 19 OF MANOR HEIGHTS SUBDIVISION the City of Bentonville, Benton County, Arkansas was submitted to the Bentonville Planning Commission on September 17, 2024;

**WHEREAS**, said property line adjustment is attached hereto as Exhibit “A”;

**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 7 OF MANOR HEIGHTS SUBDIVISION creating new LOT 19 OF MANOR HEIGHTS 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;

Section 3 - Severability Provision: If any part of this Ordinance is held invalid, the remainder of this Ordinance shall continue in effect as if such invalid portion never existed; and

Section 4 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Ordinance are repealed to the extent of such conflict.

**PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.**

**APPROVED:**

\_\_\_\_\_  
**Stephanie Orman, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Malorie Marrs, City Clerk**





## Final Plat - McKissic Springs Subdivision

4800 South Vaughn Road

**PC Date:**

### Staff Report Details

|                                                  |                                            |
|--------------------------------------------------|--------------------------------------------|
| <b>Project Number</b>                            | FP24-0006                                  |
| <b>Applicant / Current Owner</b>                 | Buffington BW LLC                          |
| <b>Site Area</b>                                 | +/- <b>[10.5]</b> Acres                    |
| <b>Current Zoning</b>                            | R-1, Low Density Single Family Residential |
| <b>Requested Zoning</b>                          | NA                                         |
| <b>Current Future Land Use Map Designation</b>   | Low Density Residential                    |
| <b>Requested Future Land Use Map Designation</b> | NA                                         |
| <b>Development Type / Use</b>                    | Single-Family Subdivision                  |
| <b>Related projects</b>                          | PP23-0004                                  |

### Property Description

Final Plat: Creating Lots 1 through 35 of McKissic Springs Subdivision, 4800 South Vaughn Road, Low Density Single-family Residential, FP24-0006

This property is located at 4800 South Vaughn Road. It is currently zoned R-1, Low Density Single-Family Residential. This applicant is proposing a final plat of Lots 1 through 35 of McKissic Springs Subdivision.

The plat dedicates a 20' utility easement along SW Juneberry Street and a 10' utility easement along the south side of the property. Additionally, a 10' drainage and utility easement is dedicated in Lots 15, 14, and 5. Lots 31 through 35 are non-buildable with lot 34 serving as a detention pond. A stub-out is provided for future development to the southeast. All requirements of the Zoning and Land Development code are being met. The existing right of way along South Vaughn Road is adequate per the Master Street Plan. The plat dedicates 50' of right of way along Southwest Juneberry Street.

### Project Details

|                                                                    |
|--------------------------------------------------------------------|
| <b>Relationship to the General Plan / Projected Traffic Impact</b> |
|                                                                    |

|                                                                                  |
|----------------------------------------------------------------------------------|
| <b>Public Comment</b>                                                            |
| Has Staff received Public Comment at the time of this report? : <b><u>No</u></b> |

|                           |
|---------------------------|
| <b>Analysis / Waivers</b> |
|                           |

|                   |
|-------------------|
| <b>Conclusion</b> |
|                   |

|                           |
|---------------------------|
| <b>Additional Details</b> |
|                           |



*Pending PC Item*

*SW SHETLAND ST*

*SW PEMBROKE ST*

*MOTLEY RD*

*SW ANGLIN RD*

**MCKISSIC  
SPRINGS  
ADD PH 1**

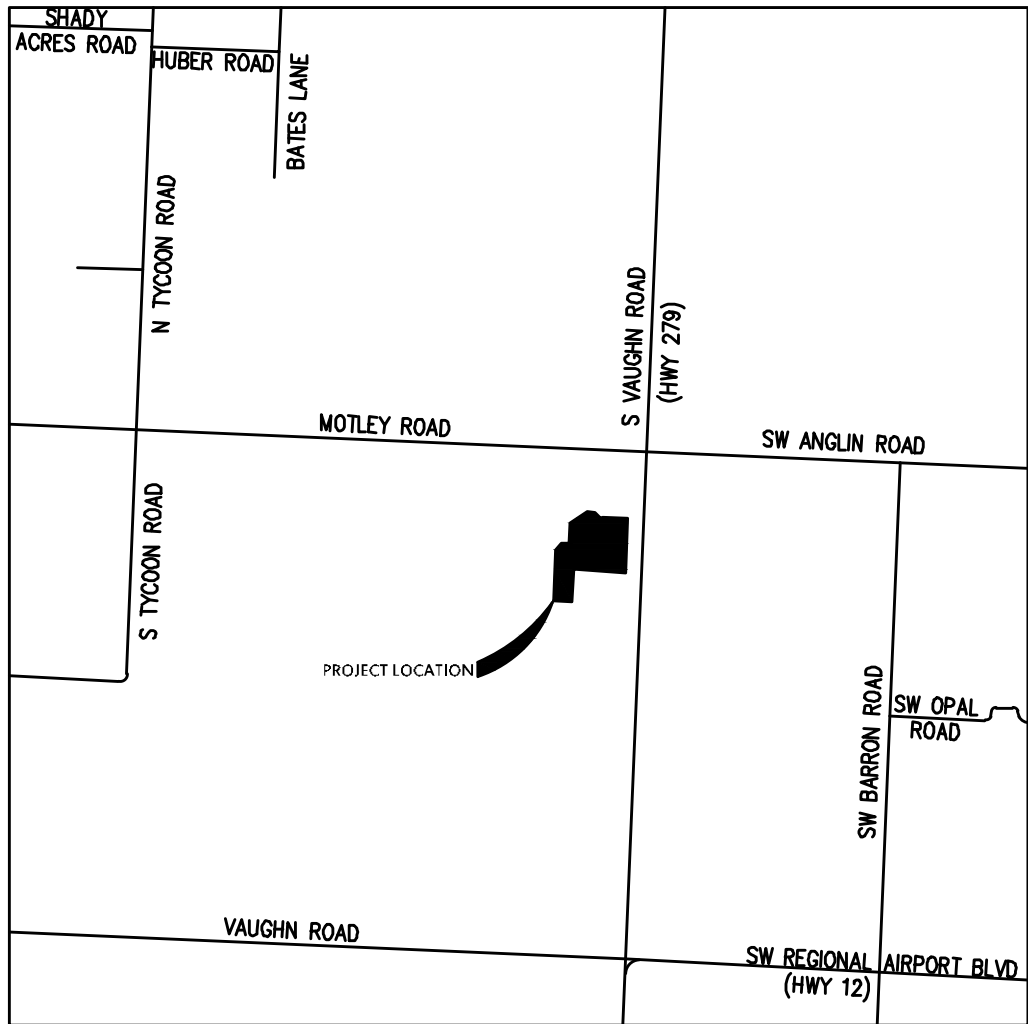
*S VAUGHN RD*



**FP24-0006**  
**McKissic Springs Subdivision**  
**Lots 1-35**



FINAL PLAT CREATING LOTS 1 THROUGH 35 MCKISSIC SPRINGS SUBDIVISION



VICINITY MAP NTS

DESCRIPTION PHASE 1:

LOT 2 OF MCKISSIC SPRINGS SUBDIVISION, AS PER PLAT RECORD L202328956 IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF BENTON COUNTY, ARKANSAS.

OWNER: 01-08199-075  
BUFFINGTON BW, LLC  
4800 S VAUGHN RD  
BENTONVILLE, AR 72712  
MARY.MCGETRICK@BUFFINGTONHOMESAR.COM

SITE SURVEYOR: CRAFTON TULL  
901 N. 47TH ST., SUITE 400  
ROGERS, AR, 72756  
KEVIN.MONTGOMERY@CRAFTONTULL.COM  
479-636-4838

NOTES:

THE SURVEY SHOWN HEREON IS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THE FACTS OF THIS SURVEY AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED.

THE PROPERTY SURVEYED IS WITHIN THE MUNICIPAL LIMITS OF BENTONVILLE, AR.

THE BOUNDARY DETERMINATION SHOWN HEREON WAS BASED UPON THE FOLLOWING DOCUMENTS AND NO OTHERS: DEED RECORD L202085006 AND PLAT RECORD L202328956.

ACCORDING TO THE CITY OF BENTONVILLE GIS WEB SITE THE PROPERTY SURVEYED IS ZONED THE FOLLOWING: ZONE R-1

NO ATTEMPT WAS MADE TO SHOW BUILDING SETBACK LINES GRAPHICALLY ON THE SURVEY. THE DESIGNATION OR ORIENTATION OF SETBACKS THAT AFFECT THE USE OF THIS PROPERTY ARE DETERMINED BY THE LOCAL GOVERNING JURISDICTION. SETBACK DIMENSIONS WILL BE BASED ON THE ORIENTATION OF THE BUILDINGS TO BE CONSTRUCTED.

THERE MAY BE BUILDINGS AND OTHER IMPROVEMENTS ON THE PROPERTY THAT ARE NOT SHOWN ON THIS PLAT.

UNDERGROUND UTILITIES WERE OBTAINED EITHER FROM LOCATION PROVIDED BY ARKANSAS ONE CALL TICKET 210406-1805 OR SCALED FROM THE CITY OF BENTONVILLE'S GIS WEB SITE.

SUBSURFACE AND ENVIRONMENTAL CONDITIONS WERE NOT CONSIDERED A PART OF THIS SURVEY AND NO INVESTIGATION OF THESE CONDITIONS WAS MADE.

THE SURVEYOR HAS NOT MADE A SEPARATE INVESTIGATION OR SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, OR RESTRICTIVE COVENANTS, OR ANY OTHER FACTS WHICH AN ACCURATE AND COMPLETE TITLE SEARCH MAY DISCLOSE. ANY EASEMENTS SHOWN HEREON CAME TO THE ATTENTION OF THE SURVEYOR IN THE COURSE OF HIS RESEARCH OF THE PROPERTY BOUNDARY. OTHER RECORD EASEMENTS, ENCUMBRANCES, OR COVENANTS MAY EXIST ON THE SURVEYED PROPERTY.

PART OF THIS PROPERTY IS IN FLOOD ZONE "A" OR "AE", AND IS INSIDE THE 100-YEAR FLOOD PLAIN AS SHOWN ON THE NATIONAL FLOOD INSURANCE PROGRAM'S FIRM PANEL NUMBER 05007C02350K, REVISED DATE JUNE 5, 2012. THE ABOVE STATEMENT IS FOR INFORMATION ONLY AND THIS SURVEYOR ASSUMES NO LIABILITY FOR THE CORRECTNESS OF THE CITED MAP. IN ADDITION, NO INDEPENDENT STUDY OF THE LIKELIHOOD OF FLOODING OF THE SURVEYED PROPERTY HAS BEEN DONE BY THE SURVEYOR AND NO OPINION OF FLOOD HAZARDS IS INCLUDED IN THIS SURVEY.

BEFORE ANY WORK IN THE RIGHT-OF-WAY COMMENCES, CONTRACTOR AND OR OWNER IS TO CONTACT THE CITY OF BENTONVILLE ENGINEERING AND TRANSPORTATION DEPARTMENTS AND NOTIFY SAID DEPARTMENTS ON THE INTENT AND TYPE OF THE WORK THAT WILL TAKE PLACE WITH-IN THE RIGHT-OF-WAY. WORK IN RIGHT-OF-WAY MAY REQUIRE A SEPARATE PERMIT.

OWNER/DEVELOPER SHALL COORDINATE WITH ALL LOCAL UTILITIES TO ENSURE THAT EACH LOT HAS SEWER, WATER AND ELECTRIC SERVICE.

SIDEWALKS SHALL BE THE RESPONSIBILITY OF THE BUILDER/OWNER AT TIME OF BUILDING PERMIT ISSUANCE.

THERE MAY NOT BE FENCES OR ANY OTHER STRUCTURES BUILT IN ANY DRAINAGE EASEMENTS.

NO RESIDENTIAL LOT SHALL BE PERMITTED DIRECT ACCESS TO A COLLECTOR OR ARTERIAL STREET. ALL RESIDENTIAL SUBDIVISION DEVELOPMENT CONTIGUOUS TO A COLLECTOR OR ARTERIAL STREET SHALL ORIENT FRONTAGE TO A LOCAL STREET, AND BACK OF THE PROJECT, WITHOUT ACCESS TO THE SAID MAJOR STREETS.

ZONING: R-1  
SETBACKS SHALL BE PER THE CURRENT ZONING DISTRICT AS STATED IN THE MOST RECENT CITY OF BENTONVILLE ZONING CODE. FOR MORE INFO VISIT WWW.BENTONVILLEPLANNING.COM OR CALL THE PLANNING DEPARTMENT @ 479-271-3122.

THERE ARE NO WAIVERS, VARIANCES, AND/OR CONDITIONAL USES AT THE TIME OF PREPARING THIS PLAT.

CENTERTON WATER & SEWER APPROVAL:  
APPROVED BY THE CITY OF CENTERTON WATER & SEWER THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2024.

WATER & SEWER DEPARTMENT: \_\_\_\_\_

CERTIFICATE OF OWNERSHIP:

WE THE UNDERSIGNED, OWNERS OF THE REAL ESTATE SHOWN AND DESCRIBED HEREIN, DO HEREBY CERTIFY THAT WE HAVE LAID OFF, PLATTED, AND SUBDIVIDED AND DO HEREBY LAY OFF, PLAT, SUBDIVIDE SAID REAL ESTATE IN ACCORDANCE WITH THIS PLAT AND DO HEREBY DEDICATE TO THE USE OF THE PUBLIC THE STREETS, ALLEYS, DRIVES, EASEMENTS, ETC. AS SHOWN ON SAID PLAT.

DATE OF EXECUTION: \_\_\_\_\_

BY: \_\_\_\_\_  
BUFFINGTON BW, LLC

(PRINT)

SOURCE OF TITLE: DEED L202085006

STATE OF ARKANSAS )  
                                  ) SS

COUNTY OF BENTON )  
SUBSCRIBED AND SWORN BEFORE ME THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2024  
MY COMMISSION EXPIRES:

NOTARY PUBLIC \_\_\_\_\_

CERTIFICATE OF APPROVAL

PURSUANT TO THE BENTONVILLE LAND DEVELOPMENT CODE AND ALL OTHER CONDITIONS AND APPROVAL HAVING BEEN COMPLETED, THIS DOCUMENT IS HEREBY ACCEPTED. THIS CERTIFICATE IS HEREBY EXECUTED UNDER THE AUTHORITY OF THE SAID RULES AND REGULATIONS.

DATE OF EXECUTION: \_\_\_\_\_

SIGNED \_\_\_\_\_  
BENTONVILLE PLANNING COMMISSION CHAIRMAN

SIGNED \_\_\_\_\_  
MAYOR CITY OF BENTONVILLE

SIGNED \_\_\_\_\_  
CITY CLERK, CITY OF BENTONVILLE

CERTIFICATE OF SURVEYING ACCURACY

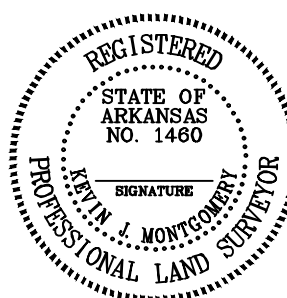
I, KEVIN J. MONTGOMERY, HEREBY CERTIFY THAT THIS PLAT CORRECTLY REPRESENTS A BOUNDARY SURVEY MADE BY ME AND BOUNDARY MARKERS AND LOT CORNERS SHOWN HEREON ACTUALLY EXIST AND THEIR LOCATION, TYPE AND MATERIAL ARE CORRECTLY SHOWN AND ALL MINIMUM REQUIREMENTS OF THE ARKANSAS MINIMUM STANDARDS FOR LAND SURVEYORS HAVE BEEN MET.

DATE OF EXECUTION: 08/21/2024

CRAFTON, TULL & ASSOCIATES, INC.  
BY KEVIN J. MONTGOMERY (AGENT)

SIGNED: \_\_\_\_\_  
KEVIN J. MONTGOMERY (AGENT)  
REGISTERED LAND SURVEYOR  
NO. 1460  
STATE OF ARKANSAS

ALL COPIES THAT DO NOT BEAR AN ORIGINAL SEAL AND SIGNATURE MAY HAVE BEEN ALTERED. THE ABOVE DECLARATION SHALL NOT APPLY TO ANY COPY THAT DOES NOT BEAR AN ORIGINAL SEAL AND SIGNATURE.



ATLAS PAGE: 521

CITY OF BENTONVILLE  
PROJECT NUMBER: FP24-0006

RECORD INFORMATION

STATE PLAT CODE:  
500-19N-31W-0-17-400-04-1460

SEAL

FINAL PLAT CREATING LOTS 1 THROUGH 35  
MCKISSIC SPRINGS SUBDIVISION

PREPARED FOR:  
BUFFINGTON BW, LLC

ARKANSAS

BENTONVILLE

DATE: 08/21/2024  
PROJECT NO: 23302500  
CONTACT: K.MONTGOMERY



CERTIFICATE OF AUTHORIZATION:  
CRAFTON, TULL & ASSOCIATES, INC.  
No. 157  
© 2024 Crafton, Tull & Associates, Inc.

| DELTA | DESCRIPTION          | DATE       |
|-------|----------------------|------------|
| 1     | REVISED PER COMMENTS | 07/02/2024 |
| 2     | REVISED PER COMMENTS | 07/17/2024 |
| 3     | REVISED PER COMMENTS | 08/20/2024 |
| 4     | REVISED PER COMMENTS | 08/21/2024 |

SHEET NO.:

1 OF 3



STATE PLAT CODE:  
500-19N-31W-0-17-400-04-1460

SEAL



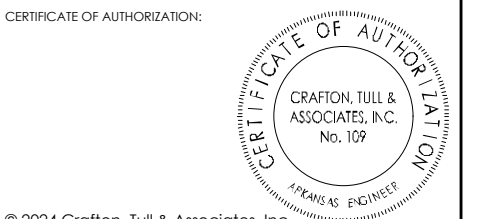
FINAL PLAT CREATING LOTS 1 THROUGH 35  
MCKISSIC SPRINGS SUBDIVISION

PREPARED FOR:  
BUFFINGTON BW, LLC

ARKANSAS

BENTONVILLE

DATE: 08/21/2024  
PROJECT NO.: 23302500  
CONTACT: K MONTGOMERY



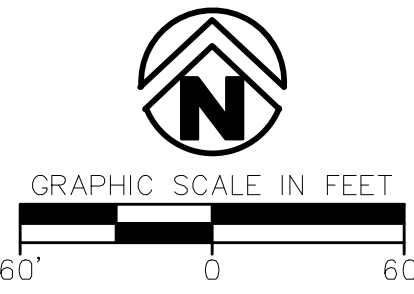
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SHEET NO.:

2 OF 3

CITY OF BENTONVILLE  
PROJECT NUMBER: FP24-0006



BASIS OF BEARING: ARKANSAS STATE PLANE COORDINATE SYSTEM,  
NORTH ZONE, NAD 83 HORIZONTAL DATUM AND NAVD 88 VERTICAL  
DATUM DETERMINED BY GPS OBSERVATION ON THE CITY OF  
BENTONVILLE CONTROL MONUMENTS USING THEIR PUBLISHED VALUES.  
BEARING: GRID  
DISTANCE: GRID  
CONVERGENCE ANGLE: -01°20'25.36"  
COMBINED SCALE FACTOR: 0.99996026  
VALUE CALCULATED AT THE FOLLOWING POINT:  
N 734680.104 E 633840.895 Z 1259.780

LEGEND

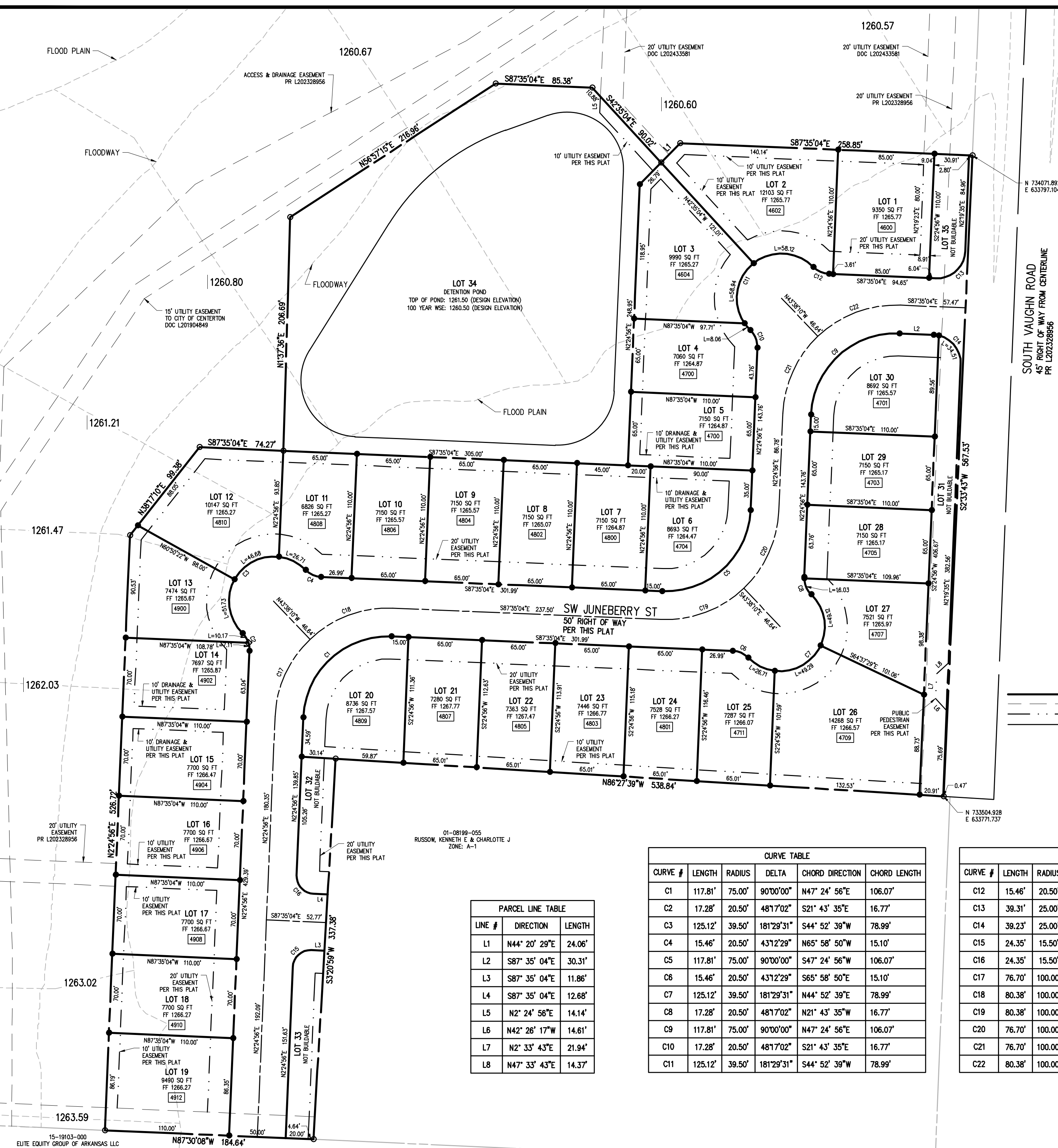
FOUND IRON PIN OR PIPE  
SET IRON PIN  
CALCULATED  
PROPERTY LINE  
EASEMENT LINE EXISTING  
UTILITY EASEMENT PER THIS PLAT  
RIGHT OF WAY

| CURVE TABLE |         |        |            |                 |              |
|-------------|---------|--------|------------|-----------------|--------------|
| CURVE #     | LENGTH  | RADIUS | DELTA      | CHORD DIRECTION | CHORD LENGTH |
| C1          | 117.81' | 75.00' | 90°00'00"  | N47° 24' 56"E   | 106.07'      |
| C2          | 17.28'  | 20.50' | 48°17'02"  | S21° 43' 35"E   | 16.77'       |
| C3          | 125.12' | 39.50' | 181°29'31" | S44° 52' 39"W   | 78.99'       |
| C4          | 15.46'  | 20.50' | 43°12'29"  | N65° 58' 50"W   | 15.10'       |
| C5          | 117.81' | 75.00' | 90°00'00"  | S47° 24' 56"W   | 106.07'      |
| C6          | 15.46'  | 20.50' | 43°12'29"  | S65° 58' 50"E   | 15.10'       |
| C7          | 125.12' | 39.50' | 181°29'31" | N44° 52' 39"E   | 78.99'       |
| C8          | 17.28'  | 20.50' | 48°17'02"  | N21° 43' 35"W   | 16.77'       |
| C9          | 117.81' | 75.00' | 90°00'00"  | N47° 24' 56"E   | 106.07'      |
| C10         | 17.28'  | 20.50' | 48°17'02"  | S21° 43' 35"E   | 16.77'       |
| C11         | 125.12' | 39.50' | 181°29'31" | S44° 52' 39"W   | 78.99'       |

| CURVE TABLE |        |         |           |                 |              |
|-------------|--------|---------|-----------|-----------------|--------------|
| CURVE #     | LENGTH | RADIUS  | DELTA     | CHORD DIRECTION | CHORD LENGTH |
| C12         | 15.46' | 20.50'  | 43°12'29" | N65° 58' 50"W   | 15.10'       |
| C13         | 39.31' | 25.00'  | 90°05'21" | S47° 22' 16"W   | 35.38'       |
| C14         | 39.23' | 25.00'  | 89°54'39" | S42° 37' 44"E   | 35.33'       |
| C15         | 24.35' | 15.50'  | 90°00'00" | N47° 24' 56"E   | 21.92'       |
| C16         | 24.35' | 15.50'  | 90°00'00" | N42° 35' 04"W   | 21.92'       |
| C17         | 76.70' | 100.00' | 43°56'54" | N24° 23' 23"E   | 74.84'       |
| C18         | 80.38' | 100.00' | 46°03'06" | N69° 23' 23"E   | 78.23'       |
| C19         | 80.38' | 100.00' | 46°03'06" | N69° 23' 23"E   | 78.23'       |
| C20         | 76.70' | 100.00' | 43°56'54" | N24° 23' 23"E   | 74.84'       |
| C21         | 76.70' | 100.00' | 43°56'54" | N24° 23' 23"E   | 74.84'       |
| C22         | 80.38' | 100.00' | 46°03'06" | N69° 23' 23"E   | 78.23'       |

| PARCEL LINE TABLE |               |        |
|-------------------|---------------|--------|
| LINE #            | DIRECTION     | LENGTH |
| L1                | N44° 20' 29"E | 24.06' |
| L2                | S87° 35' 04"E | 30.31' |
| L3                | S87° 35' 04"E | 11.86' |
| L4                | S87° 35' 04"E | 12.68' |
| L5                | N2° 24' 56"E  | 14.14' |
| L6                | N42° 26' 17"W | 14.61' |
| L7                | N2° 33' 43"E  | 21.94' |
| L8                | N47° 33' 43"E | 14.37' |

01-08199-055  
RUSSOW, KENNETH E & CHARLOTTE J  
ZONE: A-1

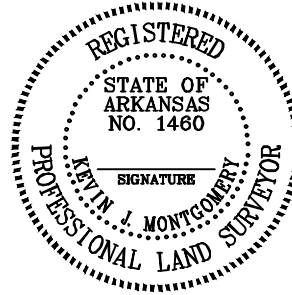


DRAWING: G:\23302500 MCKISSIC INFRASTRUCTURE SURVEY\DWG\23302500\_FINAL EAST.DWG  
LAYOUT: LAYOUT2, LAST SAVED: 8/21/2024 3:22:39 PM  
LAST PLOTTED BY: KEVIN MONTGOMERY, 8/21/2024 3:33:03 PM (PLOTTED BY: VALID ON HARD COPY ONLY)

15-19103-000  
ELITE EQUITY GROUP OF ARKANSAS LLC  
ZONE: R-3

STATE PLAT CODE:  
500-19N-31W-0-17-400-04-1460

SEAL



FINAL PLAT CREATING LOTS 1 THROUGH 35  
MCKISSIC SPRINGS SUBDIVISION

PREPARED FOR:  
BUFFINGTON BW, LLC

ARKANSAS

BENTONVILLE

DATE: 08/21/2024  
PROJECT NO.: 23302500  
CONTACT: K MONTGOMERY

300 N College Ave., Suite 317  
Fayetteville, Arkansas 72701

**Crafton Tull**

479.636.4838  
www.craftontull.com



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| DELTA | DESCRIPTION | DATE |
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SHEET NO.:

3 OF 3

DRAWING: G:\23302500\_MCKISSIC INFRASTRUCTURE SURVEY\DWG\23302500\_FINAL.EAST - PAGE 3.DWG  
LAYOUT: LAYOUTS - LAST SAVED: 8/21/2024 3:17:14 PM  
LAST PLOTTED BY: KEVIN MONTGOMERY, 8/21/2024 3:33:27 PM (PLOTTED BY: "C" - VALID ON HARD COPY ONLY)





ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE ACCEPTING A FINAL PLAT OF LOTS 1 THROUGH 35 OF  
MCKISSIC SPRINGS SUBDIVISION  
TO THE CITY OF BENTONVILLE, ARKANSAS; AND FOR OTHER PURPOSES.  
(PROJECT NUMBER: FP24-0006)**

**WHEREAS**, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the final plat of LOTS 1 THROUGH 35 OF MCKISSIC SPRINGS SUBDIVISION, to the City of Bentonville, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on September 17, 2023;

**WHEREAS**, said final plat is attached hereto as Exhibit “A”;

**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 LOTS 1 THROUGH 35 OF MCKISSIC SPRINGS 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;

Section 3 - Severability Provision: If any part of this Ordinance is held invalid, the remainder of this Ordinance shall continue in effect as if such invalid portion never existed; and

Section 4 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Ordinance are repealed to the extent of such conflict.

**PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**APPROVED:**

**ATTEST:**

\_\_\_\_\_  
Stephanie Orman, Mayor

\_\_\_\_\_  
Malorie Marrs, City Clerk



## Rezoning - Milligan - R-1, Low-Density Single-Family Residential to DN-2, Downtown Medium Density Residential

105 Northwest 6th Street

**PC Date:** 9/17/2024

### Staff Report Details

|                                                  |                                                        |
|--------------------------------------------------|--------------------------------------------------------|
| <b>Project Number</b>                            | RZ24-0033                                              |
| <b>Applicant / Current Owner</b>                 | Chris and Christy Milligan                             |
| <b>Site Area</b>                                 | +/- <b>[0.21]</b> Acres                                |
| <b>Current Zoning</b>                            | R-1, Single-Family Low-density Residential             |
| <b>Requested Zoning</b>                          | DN-2, Downtown Neighborhood Medium Density Residential |
| <b>Current Future Land Use Map Designation</b>   | Medium Density Residential                             |
| <b>Requested Future Land Use Map Designation</b> | N/A                                                    |
| <b>Development Type / Use</b>                    | Single-family Residential/new fence                    |
| <b>Related projects</b>                          | N/A                                                    |

### Property Description

This property is located at 105 Northwest 6th Street. Adjacent zoning districts are R-1, single-family Low Density Residential to the north, east, south, and west, as well as DN-2, Downtown Medium Density Residential to the south, and R-2, Medium Density Residential to the west.

### Project Details

The Future Land Use Plan currently depicts this property as Medium Density Residential (MDR). The applicant states in their narrative that they are seeking this rezone in order to build an 8-foot fence along Northwest A Street to reduce street noise. There are no plans to redevelop the site at this time.

### Relationship to the General Plan / Projected Traffic Impact

The subject property is located within a Medium Density Residential (MDR) land use designation. Moreover, the land use and zoning requested supports Priority Area 1, Downtown Intensification, as identified in Chapter 4 of the Bentonville Community Plan. These areas highlight the reinvestment in urban neighborhoods in and around Downtown Bentonville.



### Relationship to the General Plan / Projected Traffic Impact

No impact on traffic is expected as a consequence of this rezoning.

Similarly, this property lies within a few zoning districts. The property is surrounded by R-1, Low-Density Single-Family Residential to the north, south, east, and west and some DN-2, Downtown Medium Density Residential to the south and R-2, medium density residential to the west.

From a built environment lens, this neighborhood consists of single-family homes, transitioning to mixed use and two-family structures as you move towards the city center. The request is consistent with the form and context of the area, as well as the future land use designation. All public utilities exist and currently service this site.

### Public Comment

Has Staff received Public Comment at the time of this report? : **No**

### Analysis / Waivers

The DN-2, Downtown Medium-Density Residential District is intended to allow for smaller-lot single-family and two-family developments. This is the area of downtown that is primarily small-lot residential with an opportunity for infill development and some services. The physical form of structures in this neighborhood is residential in character, transitioning to mixed use as you move south along A Street.

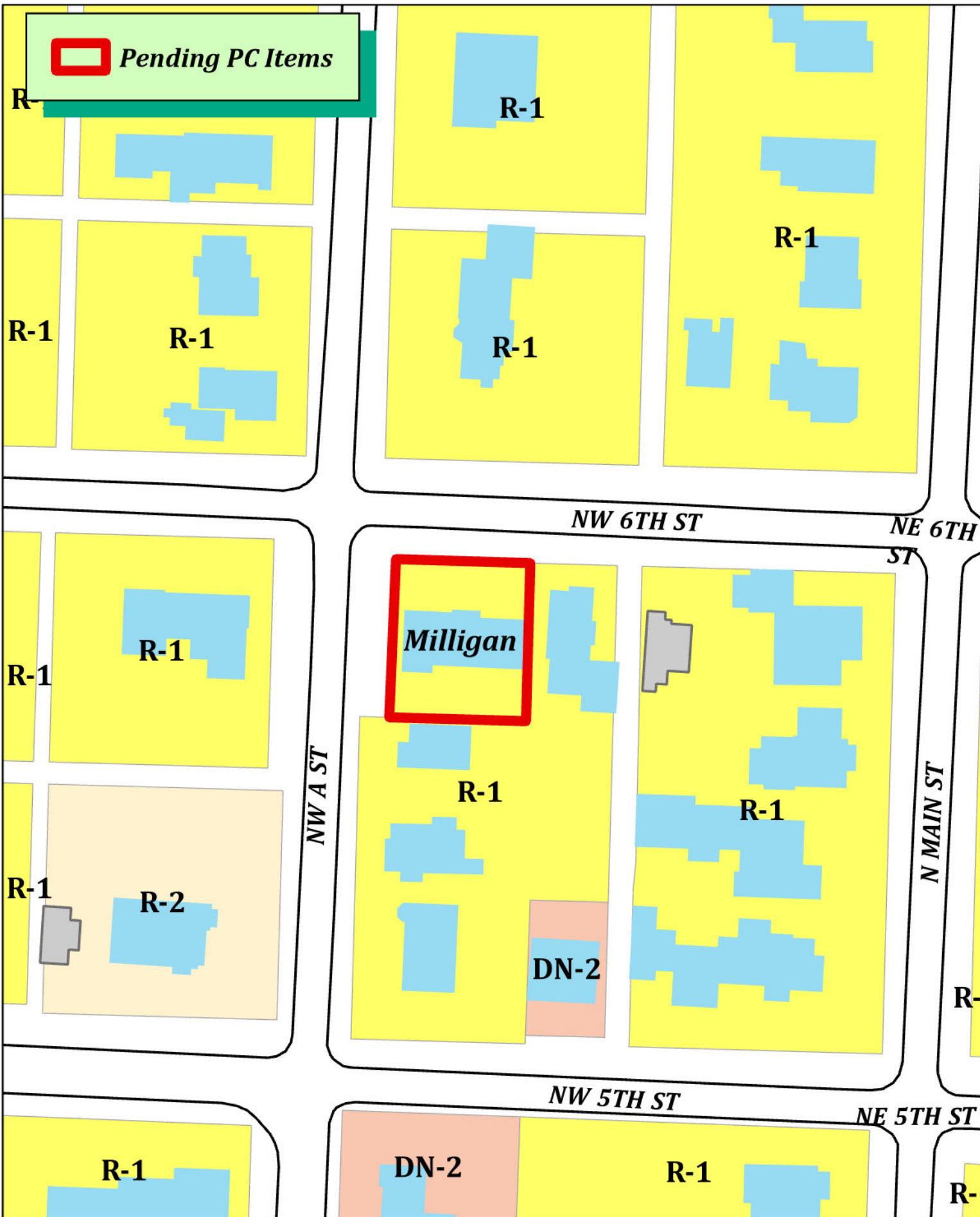
### Conclusion

This request is consistent with the Future Land Use Plan and therefore staff supports the proposed rezone request.

### Additional Details



*Pending PC Items*



RZ24-0033  
Chris and Christy Milligan  
R-1 to DN2



**Chris & Christy Milligan**

105 NW 6<sup>th</sup> Street  
Bentonville, AR 72712  
501.831.0729  
milligan.c@gmail.com

August 15, 2024

City of Bentonville Planning Department

**Variance – Planning Commission**

305 SW A Street

Bentonville, AR 72712

To Whom It May Concern:

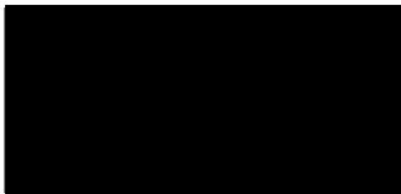
We are the current owners of the home at 105 NW 6<sup>th</sup> Street currently is zoned R-1 and we are asking for a variance to the 6'-0" tall fence height to increase to 8'-0".

The property is located at the corner of NW A Street and NW 6<sup>th</sup> Street, parcel number 02-02202-000. It encompasses the previous lots 7 and 8, Block 14 in the Demings second addition to the City of Bentonville, except a strip of land 55' wide off the east and thereof (survey attached).

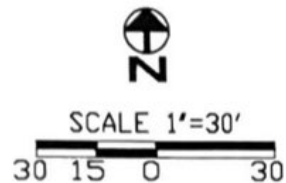
We are asking for a variance so we can rebuild our current fence to 8'-0" tall vs the 6'-0" height we currently have. This will have no impact on the current use, traffic, or water and sewer. There will be no signage as well. The taller 8'-0" fence will help along A Street in creating more privacy and helping to reduce street noise.

Thanks you for your consideration.

Sincerely,



Christy and Chris Milligan



#### LEGEND

- C.P. COMPUTED POINT
- FOUND PIPE
- S.I.P. SET IRON PIN
- F.I.P. FOUND IRON PIN
- PROPERTY LINE
- - - FENCE
- OVERHEAD ELECTRIC
- POWER POLE
- WATER VALVE
- GAS METER
- WATER METER
- AIR CONDITIONING

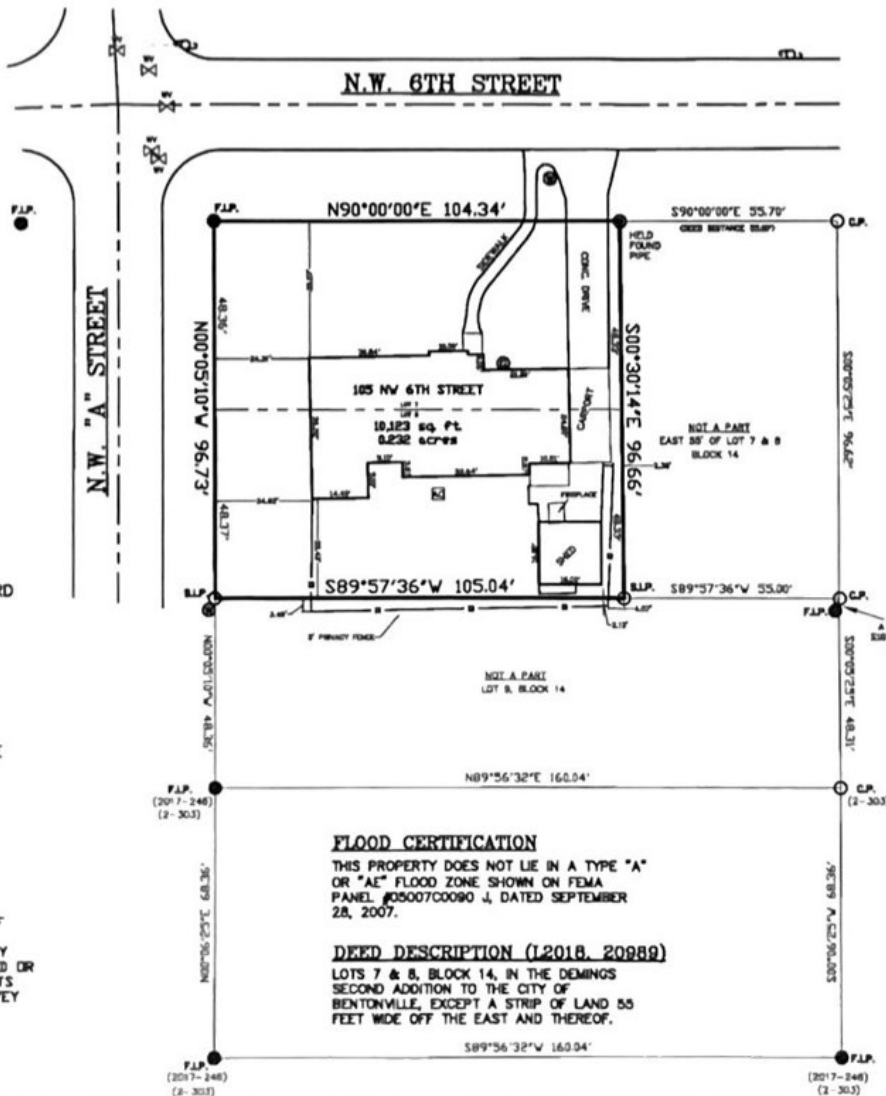
#### NOTES

1. PARENT DEED FILED IN DEED RECORD BOOK L2018, AT PAGE 20989
2. PROPERTY IS COUNTY TAX PARCEL #02-02202-000.
3. THE CURRENT ZONING OF THE PROPERTY IS R-1.
4. THE PROPERTY HAS 10,123 SQUARE FEET OR 0.232 ACRES.

#### LAND SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT ON THE 31ST DAY OF JANUARY, 2019 THE HEREIN PLATTED AND DESCRIBED SURVEY WAS COMPLETED UNDER MY SUPERVISION AND THE IRON PINS WERE FOUND OR SET, AS SHOWN ON THIS PLAT, ALL EASEMENTS AND ENCROACHMENTS REVEALED BY THE SURVEY ARE AS SHOWN ON THIS PLAT.

DAVID B. PLATZ, R.L.S. #1563



#### SETBACK CHART, R-1 ZONING

|               |     |
|---------------|-----|
| FRONT SETBACK | 20' |
| GARAGE        | 30' |
| REAR SETBACK  | 25' |
| SIDE SETBACK  | 7'  |



LOTS 7 & 8, BLOCK 14  
EXCEPT THE EAST 15'  
DEMING'S SECOND ADDITION

| LOT SURVEY            |       | REVISIONS |  |
|-----------------------|-------|-----------|--|
| No.:                  | BY:   | DATE:     |  |
| 1                     |       |           |  |
| OWNER:                |       | DATE:     |  |
| DWELLINGS INC.        |       | 2/1/19    |  |
| c/o JAN HOLLAND       |       |           |  |
| COLDWELL BANKER       |       |           |  |
| 3113 N WALTON BLVD    |       |           |  |
| BENTONVILLE, AR 72712 |       |           |  |
| DATE:                 | BY:   | DATE:     |  |
| 2/1/19                | DP/EZ | 2/1/19    |  |
| DATE:                 | BY:   | DATE:     |  |
| 2/1/19                | DP/EZ | 2/1/19    |  |
| DATE:                 | BY:   | DATE:     |  |
| 2/1/19                | DP/EZ | 2/1/19    |  |



**AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE,  
ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF R-1, LOW  
DENSITY SINGLE FAMILY RESIDENTIAL TO DN-2, DOWNTOWN MEDIUM-  
DENSITY RESIDENTIAL; AND FOR OTHER PURPOSES.**

**(PROJECT NUMBER: RZ24-0033)**

**WHEREAS**, Chris & Christy Milligan 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, LOW DENSITY 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 17, BLOCK 14, IN THE DEMINGS SECOND ADDITION TO THE CITY OF BENTONVILLE;

**WHEREAS**, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held September 17, 2024 in the Council Chambers of the City of Bentonville;

**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, LOW DENSITY 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, LOW DENSITY SINGLE FAMILY RESIDENTIAL to DN-2, DOWNTOWN MEDIUM-DENSITY RESIDENTIAL to be used in accordance with the city zoning laws and state laws;

Section 2 - Severability Provision: If any part of this Ordinance is held invalid, the remainder of this Ordinance shall continue in effect as if such invalid portion never existed; and

Section 3 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Ordinance are repealed to the extent of such conflict.

**PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.**

**APPROVED:**

**ATTEST:**

\_\_\_\_\_  
**Stephanie Orman, Mayor**

\_\_\_\_\_  
**Malorie Marrs, City Clerk**



## Rezoning - Friendly Inn LLC - R-1, Low-Density Single-Family Residential to DN-2, Downtown Medium Density Residential

504 Northwest A Street

**PC Date:** 9/17/2024

### Staff Report Details

|                                                  |                                           |
|--------------------------------------------------|-------------------------------------------|
| <b>Project Number</b>                            | RZ24-0034                                 |
| <b>Applicant / Current Owner</b>                 | Friendly Inn LLC                          |
| <b>Site Area</b>                                 | +/- <b>[Site_Area]</b> Acres              |
| <b>Current Zoning</b>                            | R-1 Low Density Single Family Residential |
| <b>Requested Zoning</b>                          | DN-2, Medium Density Residential          |
| <b>Current Future Land Use Map Designation</b>   | Medium Density Residential                |
| <b>Requested Future Land Use Map Designation</b> | N/A                                       |
| <b>Development Type / Use</b>                    | Single Family Residential/new fence       |
| <b>Related projects</b>                          | N/A                                       |

### Property Description

This property is located at 504 Northwest A Street. Adjacent zoning districts are R-1, single-family Low Density Residential, DN-2, Downtown Medium Density Residential, and R-2, Medium Density Residential.

### Project Details

The Future Land Use Plan currently depicts this property as Medium Density Residential (MDR). The applicant states in their narrative that they are seeking this rezone in order to build an 8-foot fence along Northwest A Street to reduce street noise. There are no plans to redevelop the site at this time.

### Relationship to the General Plan / Projected Traffic Impact

The subject property is located within a Medium Density Residential (MDR) land use designation. Moreover, the land use and zoning requested supports Priority Area 1, Downtown Intensification, as identified in Chapter 4 of the Bentonville Community Plan. These areas highlight the reinvestment in urban neighborhoods in and around Downtown Bentonville.

### Relationship to the General Plan / Projected Traffic Impact

No impact on traffic is expected as a consequence of this rezoning.

Similarly, this property lies within a few zoning districts. The property is surrounded by R-1, Low-Density Single-Family Residential to the north, south, east, and west and some DN-2, Downtown Medium Density Residential to the south and R-2, medium density residential to the west.

From a built environment lens, this neighborhood consists of single-family homes, transitioning to mixed use and two-family structures as you move towards the city center. The request is consistent with the form and context of the area, as well as the future land use designation. All public utilities exist and currently service this site.

### Public Comment

Has Staff received Public Comment at the time of this report? : **No**

### Analysis / Waivers

The DN-2, Downtown Medium-Density Residential District is intended to allow for smaller-lot single-family and two-family developments. This is the area of downtown that is primarily small-lot residential with an opportunity for infill development and some services. The physical form of structures in this neighborhood is residential in character, transitioning to mixed use as you move south along A Street.

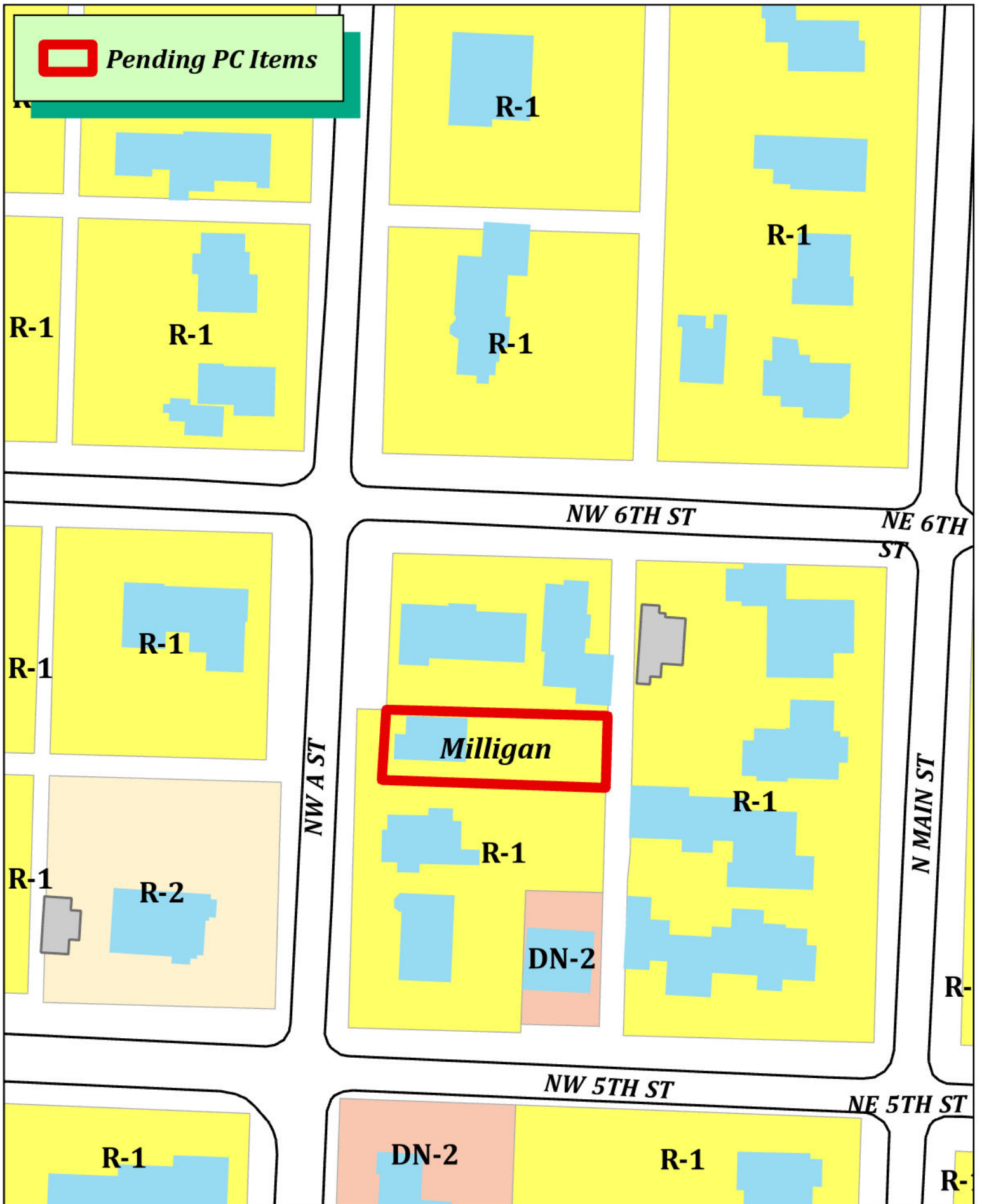
### Conclusion

This request is consistent with the Future Land Use Plan and therefore staff supports the proposed rezone request.

### Additional Details



*Pending PC Items*



**RZ24-0034**  
**Chris and Christy Milligan**  
**R-1 to DN2**





**Friendly Inn LLC**  
**Chris & Christy Milligan**  
504 NW A St  
Bentonville, AR 72712  
501.831.0729  
milligan.c@gmail.com

July 26, 2024

City of Bentonville Planning Department  
**Rezoning - Board of Adjustments**  
305 SW A Street  
Bentonville, AR 72712

To Whom It May Concern:

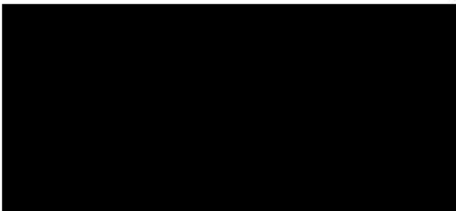
We are the current owners, Friendly Inn LLC, of the home at 504 NW A Street currently is zoned R-1 and we are asking to rezone to DN2 as per the Future Land Use Plan of the downtown Bentonville area.

The property is located along NW A Street between NW 5<sup>th</sup> Street and NW 6<sup>th</sup> Street, parcel number 01-02204-000. It encompasses lot 9, Block 14 in the Demings second addition to the City of Bentonville (survey attached).

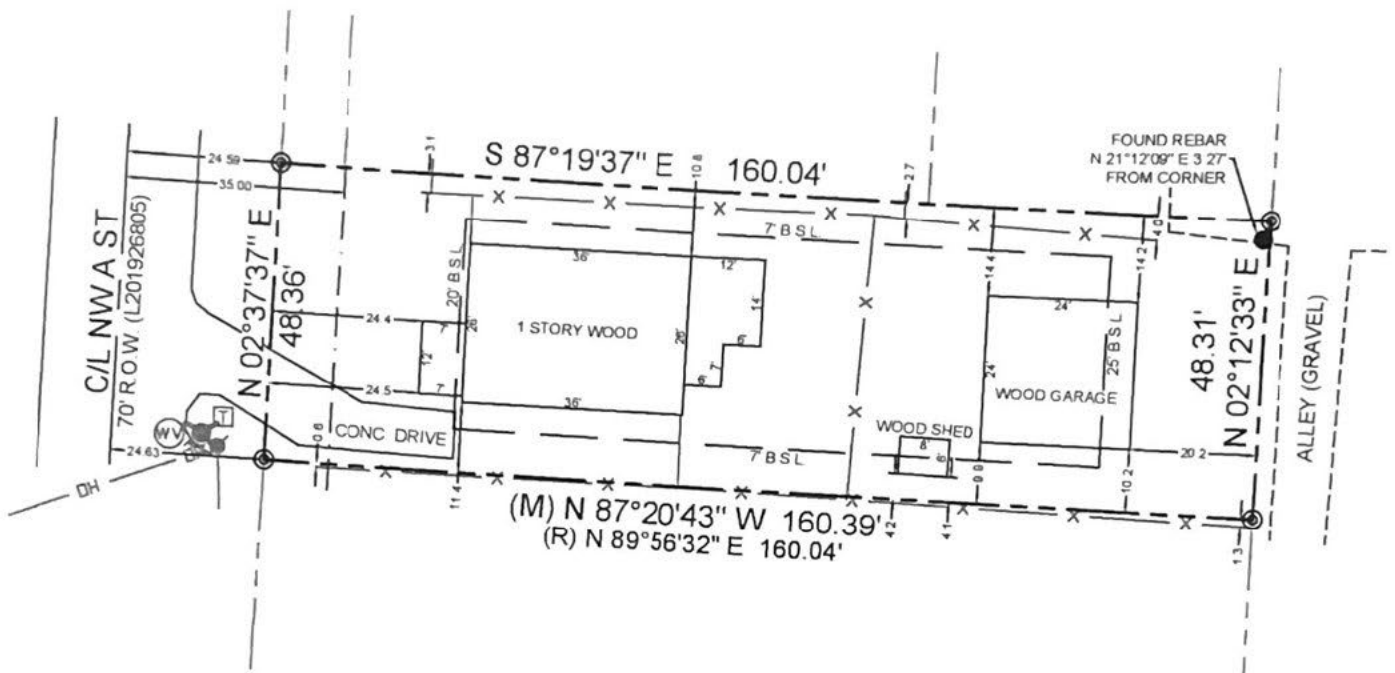
We are asking to rezone so we can rebuild our current fence to 8'-0" tall vs the 6'-0" height we currently have. This will have no impact on the current use, traffic, or water and sewer. There will be no signage as well. The taller 8'-0" fence will help along A Street in creating more privacy and helping to reduce street noise.

Thanks you for your consideration.

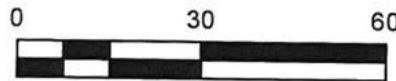
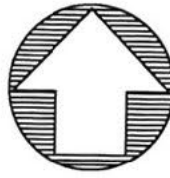
Sincerely,



Christy and Chris Milligan



**LOT 9**  
 7,743.92 SQ. FT.  
 0.18 ACRES ±  
 P.N. 01-02204-000  
 ZONE R-1



## LEGEND

- FOUND REBAR
- ⊙ SET REBAR W/CAP
- ⊕ UTILITY POLE
- ⊕ TELEPHONE RISER
- ⊕ WATER VALVE
- ⊕ FIRE HYDRANT
- PROPERTY LINE
- RIGHT-OF-WAY
- CENTERLINE
- SETBACK
- X X FENCE LINE
- DH — DH OVERHEAD LINE

### LEGAL DESCRIPTION:

LOT 9, BLOCK 14, DEMING'S 2ND ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN IN THE BENTON COUNTY RECORDS.

### FLOOD CERTIFICATION:

I CERTIFY THAT I HAVE EXAMINED THE OFFICIAL FLOOD INSURANCE HAZARD RATE MAP PANEL NO. 05007C0090J (EFFECTIVE DATE 09/28/2007) AND FOUND IN THE DESCRIBED PROPERTY HEREON LIES IN ZONE "X", AN AREA HAVING NO SPECIAL FLOOD HAZARDS.

### SURVEYOR'S CERTIFICATE:

I CERTIFY THAT I HAVE COMPLETED A SURVEY OF THE ABOVE DESCRIBED PROPERTY. THE PROPERTY LINES AND CORNER MONUMENTS ARE TO THE BEST OF MY KNOWLEDGE AND ABILITY, CORRECTLY ESTABLISHED, AND THERE ARE NO VISIBLE ENCROACHMENTS EXCEPT AS SHOWN ON THIS PLAT. THIS SURVEY MEETS THE CURRENT "MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS", PER THE STATE OF ARKANSAS.

ROBERT J. CASTER, P.L.S. NO 1370, ARKANSAS  
 02/06/2024  
 DATE



CERTIFICATE OF AUTHORIZATION  
 COA CERTIFICATE NUMBER 3049

## BOUNDARY SURVEY

LOT 9, BLOCK 14, DEMING'S 2ND ADDITION  
 504 NW A STREET  
 CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS

**CASTER & ASSOCIATES**  
 LAND SURVEYING, INC.  
 2715 SE T Street, Suite 5  
 Bentonville, AR 72712  
 (479) 268-4464

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE,  
ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF R-1, LOW  
DENSITY SINGLE FAMILY RESIDENTIAL TO DN-2, DOWNTOWN MEDIUM-  
DENSITY RESIDENTIAL; AND FOR OTHER PURPOSES.**

**(PROJECT NUMBER: RZ24-0034)**

**WHEREAS**, Friendly Inn LLC duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present zoning classification of R-1, LOW DENSITY 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 9, BLOCK 14, IN THE DEMINGS SECOND ADDITION TO THE CITY OF BENTONVILLE;

**WHEREAS**, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held September 17, 2024 in the Council Chambers of the City of Bentonville;

**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, LOW DENSITY 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, LOW DENSITY SINGLE FAMILY RESIDENTIAL to DN-2, DOWNTOWN MEDIUM-DENSITY RESIDENTIAL to be used in accordance with the city zoning laws and state laws;

Section 2 - Severability Provision: If any part of this Ordinance is held invalid, the remainder of this Ordinance shall continue in effect as if such invalid portion never existed; and

Section 3 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Ordinance are repealed to the extent of such conflict.

**PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.**

**APPROVED:**

**ATTEST:**

\_\_\_\_\_  
**Stephanie Orman, Mayor**

\_\_\_\_\_  
**Malorie Marrs, City Clerk**



## Rezoning - Huffner - R-1, Low-Density Single-Family Residential to DN-1, Downtown Low Density Residential

704 Northwest 7th Street

**PC Date:** 9/17/2024

### Staff Report Details

|                                                  |                                            |
|--------------------------------------------------|--------------------------------------------|
| <b>Project Number</b>                            | RZ24-0035                                  |
| <b>Applicant / Current Owner</b>                 | Will Kellstrom/Donald E. Huffner           |
| <b>Site Area</b>                                 | +/- 0.43 Acres                             |
| <b>Current Zoning</b>                            | R-1, Low-Density Single-Family Residential |
| <b>Requested Zoning</b>                          | DN-1, Downtown Low Density Residential     |
| <b>Current Future Land Use Map Designation</b>   | Low Density Residential (LDR)              |
| <b>Requested Future Land Use Map Designation</b> |                                            |
| <b>Development Type / Use</b>                    |                                            |
| <b>Related projects</b>                          |                                            |

### Property Description

The subject property is located at 704 Northwest 7th Street. It is presently zoned R-1, Low-Density Single-Family Residential, with a future land use designation of Low Density Residential (LDR). Surrounding zoning districts include R-1, Low-Density Single-Family Residential to the North, South, East, and West, and DN-2, Downtown Medium Density Residential to the Northwest. Surrounding land uses include Low Density Residential (LDR) to the North, South, East, and West, and Medium Density Residential (MDR) to the Northwest. This property has direct access to Northwest 7th Street.

### Project Details

The applicant has proposed to rezone the subject property from R-1, Low-Density Single-Family Residential to DN-1, Downtown Low Density Residential. The applicant has stated that they would like to remodel and/or rebuild their home following the May tornado. Please see the applicant's narrative for more information.

### Relationship to the General Plan / Projected Traffic Impact



## Relationship to the General Plan / Projected Traffic Impact

The property is within Priority Area 1 Downtown Intensification which supports reinvestment in urban neighborhoods and increased density of residential development in certain locations downtown through permitting townhomes, multifamily, and/or small-lot single-family. This designation, together with the Land Use Classification of Low-Density Residential would align with DN-1 zoning on this property. DN-1 zoning would allow greater density on this lot through either a Cottage Court development or by splitting the lot into 2 for two small-lot single-family homes.

Chapter 4 of the Community Plan designates this location as a Redevelopment Area, defined as places that are currently developed but include uses or structures that are obsolete, incompatible with adjacent land uses, or not responsive to current or anticipated markets.

Chapter 5 of the Community Plan references Neighborhoods and Housing and directs 5 goals for residential areas to strive for. These include:

1. Providing a variety of housing types that meet the spectrum of demands from Bentonville's diverse population.
2. Improving the character of existing neighborhoods and ensuring that future neighborhoods reflect a compatible and high level of design.
3. Providing proximity to, or integrate within neighborhood development, resident-based services such as parks, trails, public facilities, and local commerce.
4. Using creative, market-driven tools to maintain housing availability for all socioeconomic levels.
5. Providing the residential environments that support the city's economic engine, employment base, and commerce.

The proposed rezoning may allow redevelopment to meet several of these goals. DN-1 allows Cottage Courts which, if developed in this location, could increase the variety of housing types and would provide a new residential environment to further support the City's growth.

Chapter 5 further identifies this property as being an in Area of Neighborhood Transformation. These are areas where existing neighborhoods are experiencing redevelopment due to a number of factors, including the age or condition of housing, proximity to other amenities, or the cost of land. This neighborhood in particular experienced substantial effects from the May tornado, which may further contribute towards redevelopment pressure. This chapter identifies three primary factors for the redevelopment pressure these areas already face:

1. Housing stock in these areas is old and often deteriorating or obsolete compared to other housing on the market. (For example, homes may lack modern kitchens, bathrooms on each floor, or multiple stories.)
2. These areas are close to attractive amenities, such as Downtown Bentonville or the Walmart Home Office, that elevate the market based on location
3. Land prices in many of these areas have risen dramatically in the past few years, and the growing market for small-lot single-family homes, townhouses, or condominiums is supporting the purchase and redevelopment of lots with increased residential densities.

To address these pressures, the Community Plan identifies a number of strategies including supporting housing variety, increasing residential density, utilizing alleys, and planting trees.

## Public Comment

### Public Comment

Has Staff received Public Comment at the time of this report? : **Yes**

### Analysis / Waivers

The applicants proposed rezoning would allow the property to be redeveloped in ways that support the goals of the Community Plan. The request is further consistent with the alignment policy.

### Conclusion

Staff recommends approval of this rezoning.

### Additional Details

 **PENDING PC Items**

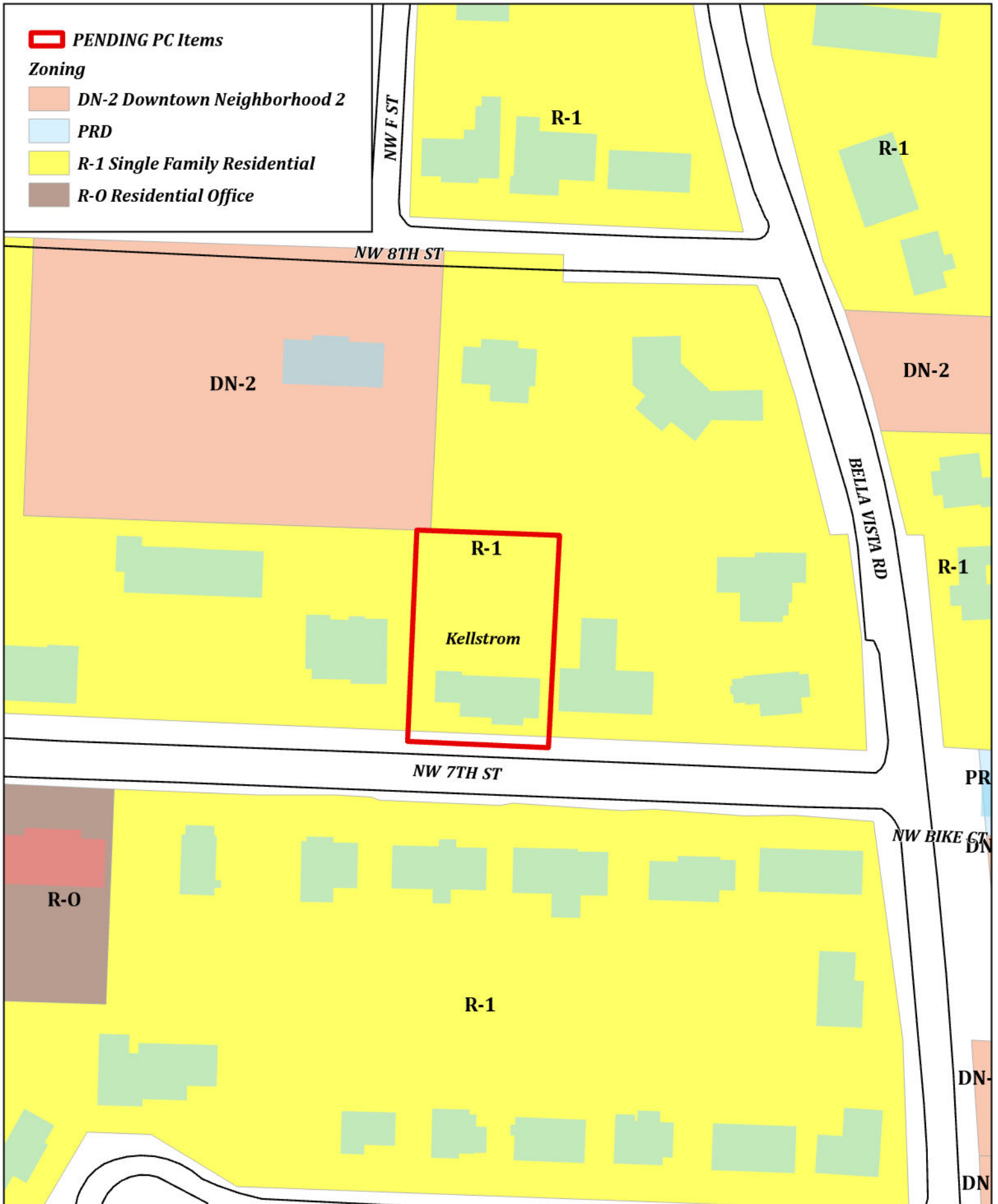
**Zoning**

 **DN-2 Downtown Neighborhood 2**

 **PRD**

 **R-1 Single Family Residential**

 **R-0 Residential Office**



**RZ24-0035**  
**Kellstrom**  
**REZONE R-1 to DN-1**



# WATKINS, BOYER, GRAY & CURRY, PLLC

ATTORNEYS AT LAW

WILLIAM P. WATKINS, III, P.A.  
RONALD L. BOYER (OF COUNSEL)  
JENNIFER E. GRAY, P.A.\*  
ANDREW T. CURRY, P.A.  
WILLIAM A. KELLSTROM  
\* ALSO LICENSED IN MISSOURI

WRITER'S DIRECT E-MAIL  
wkellstrom@watkinslawoffice.com

DELYNN HALE, SECRETARY  
AMY BENSON, PARALEGAL  
WHITNEY DUCKER, OFFICE MANAGER

---

August 9, 2024

City of Bentonville  
Planning Department  
305 SW A Street  
Bentonville, Arkansas 72712

**RE: Rezoning Parcel No. 01-03375-000 from R-1, Low Density Residential, to  
DN-1, Downtown Neighborhood, Low Density Residential;**

Dear Planning Staff:

I have been retained to assist the applicant, Don Huffner, with respect to this rezoning request. The applicant is requesting that the property, Parcel No. 01-03375-000 (hereinafter "the Property"), be rezoned from R-1, Low Density Residential, to DN-1, Downtown Medium Density Residential. The applicant would like to rezone the property to bring it into conformance with the Future Land Use Plan, as well as to take advantage of the setbacks and lot dimensions of the newer downtown zoning designations.

The Property is located on NW 7<sup>th</sup> St., which is largely zoned R-1. DN-1 allows for essentially the same types of development as R-1, but with reduced setbacks. Accordingly, a rezoning to DN-1 would be in conformity with the remainder of the NW 7<sup>th</sup> St. and the surrounding neighborhood. The property is roughly 110 feet wide, and is .43 acres. Although the applicant does not intend to split the property into two lots, if he did so, the resulting lots would be roughly 55 feet wide, and .22 acres each, which would be in of conformity with other recent development.

The applicant is requested this rezone to re-build/remodel his home after the recent tornadoes. This rezoning would not increase traffic in any appreciable way. Lastly, there are six inch (6") water and sewer lines available at NW 7th St..

Thank you for considering this request for rezoning. If you have any questions, please contact me at 479-636-2168 or at [wkellstrom@watkinslawoffice.com](mailto:wkellstrom@watkinslawoffice.com).

Sincerely,

WATKINS, BOYER,  
GRAY & CURRY, PLLC

/s/ Will A. Kellstrom

Will A. Kellstrom

WK:  
pc:



## NOTICE OF INTENT TO REZONE

Donald Huffner has requested the Bentonville Planning Commission to set a public hearing date to consider rezoning the following property from

R-1, Low Density Single-Family Residential to DN-1, Downtown Low Density Residential

The legal description of the property is as follows:

See Exhibit A, attached hereto.

The common description of the property is: 704 NW 7th St.

The public hearing will be held September 17th, 2024 at 5:00 p.m. It will be held at 305 S.W. "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.

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:

When we purchased our home in 2017, we did so because of the large lot and mature trees. They provided the shade, privacy and beauty that we were looking for. Since then, however:

- our neighbors behind us divided their lot and a huge home was built behind us, losing several mature trees
- a huge development @ NW 7th and Walton was approved, increasing density dramatically
- the May storms felled many more trees on our street and yard. →

## NOTICE OF INTENT TO REZONE

Donald Huffner has requested the Bentonville Planning Commission to set a public hearing date to consider rezoning the following property from R-1, Low Density Single-Family Residential to DN-1, Downtown Low Density Residential

The legal description of the property is as follows:

See Exhibit A, attached hereto.

The common description of the property is: 704 NW 7th St.

The public hearing will be held September 17th, 2024 at 5:00 p.m. It will be held at 305 S.W. "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:

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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.

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:

Signature and Physical Address

Bentonville, AR 72712

Signature and Physical Address

Bentonville, AR 72712

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE,  
ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF R-1, LOW  
DENSITY SINGLE FAMILY RESIDENTIAL TO DN-1, DOWNTOWN LOW-DENSITY  
RESIDENTIAL; AND FOR OTHER PURPOSES.  
(PROJECT NUMBER: RZ24-0035)**

**WHEREAS**, Will Kellstrom 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, LOW DENSITY SINGLE FAMILY RESIDENTIAL to DN-1, DOWNTOWN LOW-DENSITY RESIDENTIAL to be used in accordance with city zoning laws and state laws, which property is described as follows:

LOT 5, MCANDREW AND JACKSON ADDITION, TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS AS SHOWN IN PLAT BOOK A AT PAGE 30;

**WHEREAS**, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held September 17, 2024 in the Council Chambers of the City of Bentonville;

**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, LOW DENSITY SINGLE FAMILY RESIDENTIAL to DN-1, DOWNTOWN LOW-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, LOW DENSITY SINGLE FAMILY RESIDENTIAL to DN-1, DOWNTOWN LOW-DENSITY RESIDENTIAL to be used in accordance with the city zoning laws and state laws;

Section 2 - Severability Provision: If any part of this Ordinance is held invalid, the remainder of this Ordinance shall continue in effect as if such invalid portion never existed; and

Section 3 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Ordinance are repealed to the extent of such conflict.

**PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.**

**APPROVED:**

**ATTEST:**

\_\_\_\_\_  
**Stephanie Orman, Mayor**

\_\_\_\_\_  
**Malorie Marrs, City Clerk**