



**Board of Adjustments
Meeting Agenda
August 27, 2025
Bentonville City Hall
Meeting Time: 4:00 PM**

Registration Link: <https://us02web.zoom.us/j/89236262184>

I. Call to Order

II. Approval of Minutes

1. **August 13th Meeting Minutes** **Approval of Meeting Minutes**

III. New Business

1. **Hotel Ventures LLC** **Variance***
2008 SE 8th St ([VAR25-0006](#))
Section 801.15 Signs Allowed With A Sign Permit, a) Height and Area Regulations
2. **Ricca** **Variance***
205 Southeast Third Street ([VAR25-0026](#))
Section 701.02 (a) of Zoning Code, Alteration, enlargement of buildings and structures.

IV. Old Business

1. **Reeves** **Variance***
1202 Northwest A Street ([VAR25-0016](#))
Section 601.01(d)(1) of Zoning Code, Accessory Structures

V. Other Business

VI. Adjournment



**Board of Adjustments
Meeting Agenda
August 13, 2025
Bentonville City Hall
Meeting Time: 4:00 PM**

Recording Link: <https://bentonvillear.portal.civicclerk.com/event/1620/files/agenda/4990>

I. Call to Order

- Meeting called to order at 4:00 PM by chairman Dean Kruithof.
- Members present: BJ Phillips, Celia Swanson, Kevin Barrington, Danny Bennett, Dean Kruithof
- Members absent: None
- Staff present: Tom Adler, Braedyn McBroom, Nathan Izard

II. Approval of Minutes

1. July 23rd Meeting Minutes

Approval of Meeting Minutes

- Motion to approve by Swanson, second by Phillips.
- Minutes are approved 5-0.

III. New Business

1. Dadi, Lot 36, Grammercy Park

Variance*

3108 Northeast Doyle Drive ([VAR25-0022](#))

Section 401.10 PUD setbacks

- Ms. McBroom provides an overview of the staff report.
- Chairman Kruithof opens the public hearing.
- There are no members of the public present or online.
- Chairman Kruithof closes the public hearing.
- Jon Stanley, representing the applicant, provides a supplementary overview, and is present for any questions
- Board members deliberate and conclude that the variance request is clear and reasonable.
- Phillips makes a motion to approve. Swanson seconds.
- The variance is approved 5-0.

2. Dadi, Lot 37, Grammercy Park

Variance*

3106 Northeast Doyle Drive ([VAR25-0023](#))

Section 401.10 PUD setbacks

- Ms. McBroom provides an overview of the staff report.
- Chairman Kruithof opens the public hearing.
- There are no members of the public present or online.
- Chairman Kruithof closes the public hearing.
- Jon Stanley, representing the applicant, provides a supplementary

- overview, and is present for any questions.
- Board members deliberate and conclude that the variance request is clear and reasonable.
- Barrington makes a motion to approve. Phillips seconds.
- The variance is approved 5-0.

3. **Dadi, Lot 38, Grammercy Park**

Variance*

3104 Northeast Doyle Drive ([VAR25-0024](#))

Section 401.10 PUD setbacks

- Ms. McBroom provides an overview of the staff report.
- Chairman Kruithof opens the public hearing.
- There are no members of the public present or online.
- Chairman Kruithof closes the public hearing.
- Jon Stanley, representing the applicant, provides a supplementary overview, and is present for any questions.
- Board members deliberate and conclude that the variance request is clear and reasonable.
- Phillips makes a motion to approve. Swanson seconds.
- The variance is approved 5-0.

4. **O'Neill, Lot 11, Demmings 2nd Addition**

Variance*

602 NE A Street ([VAR25-0021](#))

Section 1100.06 Fence and Wall Requirements

- Ms. McBroom provides an overview of the staff report.
- Chairman Kruithof opens the public hearing.
- There are no members of the public present or online.
- Chairman Kruithof closes the public hearing.
- Tom O'Neill, the applicant, provides a supplementary overview and is present for any questions.
- Board members deliberate and conclude that the variance request is clear and reasonable.
- Phillips motions to approve the item with the contingency that it can only be built as shown on the plans and if the sidewalk is ever extended that the fence is to be moved back to always remain 5' from sidewalk.
- Phillips makes a motion to approve. Swanson seconds.
- The variance is approved 5-0.

5. **Reeves**

Variance*

1202 Northwest A Street ([VAR25-0016](#))

Section 601.01(d)(1) of the Zoning Code, Accessory structures prohibited in front yard. The established setback standards do not allow for an accessory structure to be located beyond the front building line of the primary structure on the lot.

- It is discerned that the applicant is not present.
- Board members deliberate whether to deny the variance request or table the request until the next Board of Adjustment meeting. Board members conclude to give the applicant the benefit of the doubt and to table the item. Board members Kruithof and Swanson also note that the Public Hearing Sign was not present when they drove by the property earlier in the

- day.
- Phillips makes a motion to table this item for the next BOA, and to follow up with applicant and inquire about the missing public hearing sign. Swanson seconds.
- The variance is tabled 5-0.

IV. Old Business

Board member Swanson asks Mr. Adler about why the staff doesn't have an opinion or recommend approval or denial on the staff reports. Mr. Adler states that staff should not give comment with intention to sway a semi-judicial board, which is why staff reports try to state the facts without leaning into opinion.

V. Other Business

VI. Adjournment

- Barrington makes a motion to adjourn, Swanson seconds.
- Chairman Kruithof adjourns the meeting.



Hotel Ventures LLC

2008 SE 8th St

BOA Date: 8/27/2025

Staff Report Details

Project Number	VAR25-0006
Applicant / Current Owner	John Trahan / Hotel Ventures Bentonville LLC
Site Area	+/- [.18] Acres
Current Zoning	Planned Unit Development (PUD)
Variance Request	Sec 801.15 Signs Allowed With A Sign Permit, a) Height and Area Regulations
Related projects	

Property Description

The subject property is located on 2008 Southeast 8th Street. The property is zoned Planned Unit Development (PUD) with a future land use designation of Regional Center.

Regulation

The below variance request was approved on March 12th, 2025:

Monument Sign – Walmart Badge: A variance to allow the sign area to be 145 square feet instead of 60 feet, the maximum area allowed for EMC monument signs.

The applicant has stated in their narrative that during the construction process, the sign was built 10 square feet larger than originally specified. The applicant is requesting an amendment to their variance to allow the following:

Monument Sign – Walmart Badge: A variance to allow the sign area to be **155 square feet** instead of 60 feet, the maximum area allowed for EMC monument signs.

Variance Request

Variance Request

This report will consider and analyze this request based upon the six conditions of approval from the Zoning Code. Said conditions of approval will be bolded to differentiate from staff commentary.

1. The applicant demonstrates that:

a. Special conditions and circumstances exist which are peculiar to the land, structure or building involved and which are not applicable to other lands, structure or buildings in the same district;

The applicant demonstrates that special conditions exist in Walmart's corporate campus having a unique 350+ acre environment to attract visitors globally. The larger sign helps to identify the Campus Entry and engage visitors and the local community in unique photo opportunities.

b. That literal interpretation of the provisions of this chapter would deprive the applicant of rights commonly enjoyed by other properties in the same district under the terms of this chapter;

The applicant does not state any reasons they would be deprived of rights commonly enjoyed by other properties in the same district.

c. That special conditions and circumstances do not result from the actions of the applicant; and

The applicant points to the broader view of the 350+ acre campus.

d. That granting the variance requested will not confer on the applicant any special privilege that is denied by this chapter to other lands, structures, or buildings in the same district.

This variance request does not specifically address the aspect of special privilege and points to the broader context of the campus to justify the request.

2. No nonconforming use of neighboring lands, structures, or buildings in the same district, and no permitted or nonconforming use of lands, structures, or buildings in other districts shall be considered grounds for the issuance of a variance.

The applicant makes no reference to any nonconformities or properties in neighboring lands or zoning districts.

3. The board of adjustment shall further make a finding that the reasons set forth in the application justify the granting of the variance and that the variance is the minimum variance that will make possible the reasonable use of land, building or structure.

The variance requested by the applicant is the minimum variance needed to keep the existing sign that was built 10 square feet larger than previously approved. The sign meets the other requirements of the zoning code.

4. The board of adjustment shall further make a finding that the granting of the variance will be in harmony with the general purpose and intent of this chapter, and will not be injurious to the neighborhood or otherwise detrimental to the public welfare.

Using the broader context of the 350+ acre campus, the Board could potentially find that the granting of this variance is not injurious to the neighborhood or detrimental to the public welfare.

5. Conditions. In granting any variance, the board of adjustment may prescribe

Variance Request

appropriate conditions and safeguards that it deems necessary or desirable. Violations of such conditions and safeguards, when made a part of the terms under which the variance is granted, shall be deemed a violation of this chapter.

The Board has the authority to attach any conditions to a variance request that it deems appropriate. Any conditions proposed with a variance approval should be clearly stated into the record in the approval motion.

6. Uses. Under no circumstances shall the board of adjustment grant a variance to allow a use not permissible under the terms of this chapter in the district involved, or any use expressly or by implication prohibited by the terms of this chapter in said district.

The applicant's request does not include a variance of use.

Conclusion

The applicant's variance request comes from Section 801.15 of the Zoning Code - Signs Allowed With A Sign Permit, (a) Height and Area Regulations. The applicant is requesting an amendment to an existing variance for the area regulations for one sign.

Monument Sign – Walmart Badge: A variance to allow the sign area to be 155 square feet (originally requested and approved as 145 square feet) instead of 60 feet, the maximum area allowed for monument signs.

The Board has the authority to attach any conditions to a variance request that it deems appropriate. Any conditions proposed with a variance approval should be clearly stated into the record in the approval motion.

Background

Public Comment

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

Conditions of Approval

The following conditions of the approval for the Board's consideration are offered below:

1. The approved variance shall be for the proposed layout and setbacks, as provided by the applicant within this application.
2. The applicant shall be required to obtain an approved sign permit for the structure.
3. The illumination standards from **Appendix A Zoning Code, Article 801 Sign**

Conditions of Approval

Ordinance – Private Property will still apply.

Section 301.10.c, Standards of Approval, of the Zoning Code

Standards for approval. A variance from the terms of this chapter shall not be granted by the board of adjustment unless and until:

(1) The applicant demonstrates that:

- a. special conditions and circumstances exist which are peculiar to the land, structure or building involved and which are not applicable to other lands, structures or buildings in the same district;
- b. that literal interpretation of the provisions of this chapter would deprive the applicant of rights commonly enjoyed by other properties in the same district under the terms of this chapter;
- c. that special conditions and circumstances do not result from the actions of the applicant; and,
- d. that granting the variance requested will not confer on the applicant any special privilege that is denied by this chapter to other lands, structures, or buildings in the same district.

(2) No nonconforming use of neighboring lands, structures, or buildings in the same district, and no permitted or nonconforming use of lands, structures, or buildings in other districts shall be considered grounds for the issuance of a variance.

(3) The board of adjustment shall further make a finding that the reasons set forth in the application justify the granting of the variance and that the variance is the minimum variance that will make possible the reasonable use of land, building or structure.

(4) The board of adjustment shall further make a finding that the granting of the variance will be in harmony with the general purpose and intent of this chapter, and will not be injurious to the neighborhood or otherwise detrimental to the public welfare.

(5) *Conditions.* In granting any variance, the board of adjustment may prescribe appropriate conditions and safeguards that it deems necessary or desirable. Violations of such conditions and safeguards, when made a part of the terms under which the variance is granted, shall be deemed a violation of this chapter.

(6) *Uses.* Under no circumstances shall the board of adjustment grant a variance to allow a use not permissible under the terms of this chapter in the district involved, or any use expressly or by implication prohibited by the terms of this chapter in said district.



Pending PC Item

INTEGRITY DR

SE 8TH ST

HOTEL VENTURES
BENTONVILLE LLC

RESPECT DR

SE MARTIN LUTHER KING JR PKWY

DELWHITE DR

SE 9TH ST

CONVAIR ST



VAR25-0006
Campus Signage Variance
1301 SE 8th St





August 12, 2025

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

Subject: Walmart Campus East Entry Signs
RE: LSD Zone 3 Project # LSD20-0059
RE: Variance Request VAR25-006

Dear Bentonville Board of Adjustments:

On behalf of Walmart, Gensler request a variance to the Walmart Campus East Entry “Walmart Badge” free-standing sign located in Zone 3 Phase 2 facing SE MLK PKWY Street frontage.

A previously approved variance approval (VAR25-006) to allow the height to be 10 feet instead of 8 feet, the maximum height allowed for EMC monument signs has **NO CHANGES**. However, previously approval to allow the sign area to be **145 square feet** instead of 60 square feet, the maximum area allowed for EMC monument signs has increased 10 square feet to **155 square feet**.

The City of Bentonville Land Development Code, Article 801 Sign Ordinance of Appendix A Sec 801.15 Signs Allowed With A Sign Permit provide:

“(a) Height and area regulations.”

Sign Type	ZONING								Use	No. Allowed	Max. Height	Max. Area (per sign face)
	A1,RE, R1, R2, R3, R4 RC-2, RC-3, PRD, DN1, DN2	RO	C1	C2	C3	DC, DE, DN3, DN4	I1 & I2	PUD				
Free-standing	•								Subdivision & Multifamily	2/street entrance	6 ft.	32 sq. ft.
	•	•	•		•				Non-residential	1/street frontage	6 ft.	32 sq. ft.
				•			•	•	Single tenant	1/street frontage	8 ft.	60 sq. ft.
				•			•	•	Multiple tenant	1/street frontage	12 ft.	100 sq. ft.

The “Walmart Badge” sign, roughly **10 ft height** and 15.5 ft wide (**155 sq. ft** approximate area per sign face) is divided into three sections with a digital component where the center part of the badge is a screen that will scroll associate’s name and can be changed. The digital scroll message will be displayed for a minimum dwell time of eight (8) seconds and maximum transition time between message shall not exceed one (1) second per Sec 801.17 Digital Billboards (e). This sign will also be illuminated at night.



The broader view is that the Corporate Campus will be a unique 350+ acre environment that will attract visitors from around the world, not all of whom will have access to the entire Campus. These signs (covering over 3,900+ linear ft of SE MLK PKWY Street frontage) will help clearly identify the entrances into the Campus a chance to engage via unique photo opportunities.

Please consider this sign application/variance in the broader context of the campus and not as a single, stand-alone signage. Thank you for your consideration of this request and please let us know if you need additional information.

Sincerely,

A handwritten signature in black ink, appearing to be "CK", written in a cursive style.

Christy Kim, Assoc. AIA, RID, LEED AP BD+C
Principal | Studio Director | Project Director

East Entry Features

*Feature A: Painted aluminum cabinet with direct print graphics;
Middle panel to be digital screen rotating names; Sign to be mounted
on concrete base*

*Feature B: Painted aluminum sculptural letters; to be mounted to
concrete base / foundation*

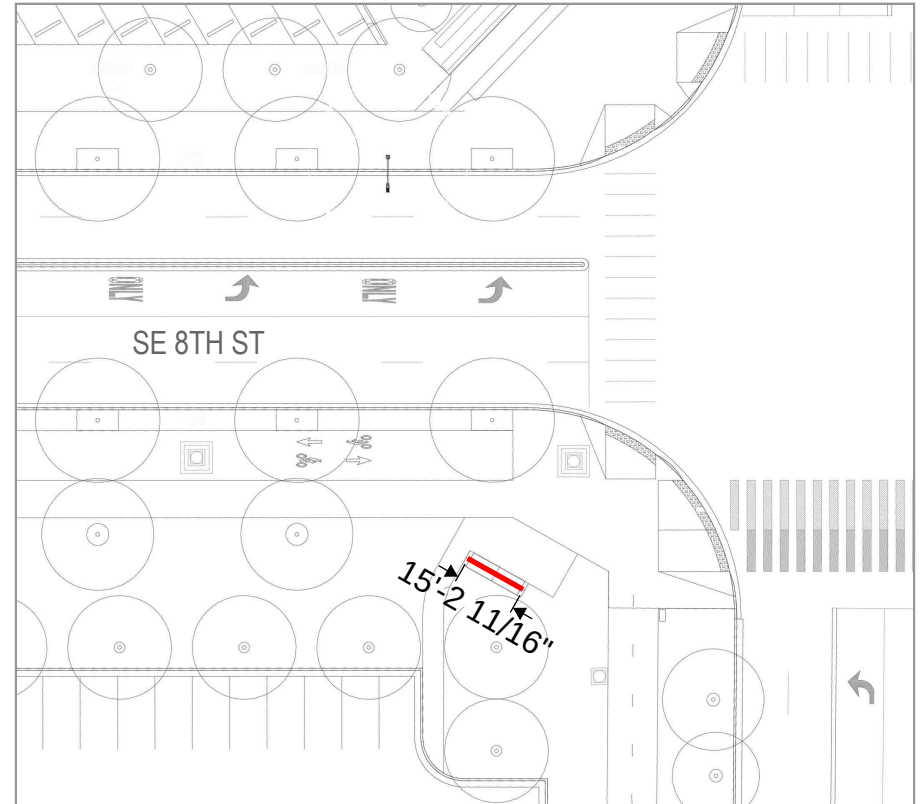
All installed features will be installed outside of public ROW



Placemaking Location

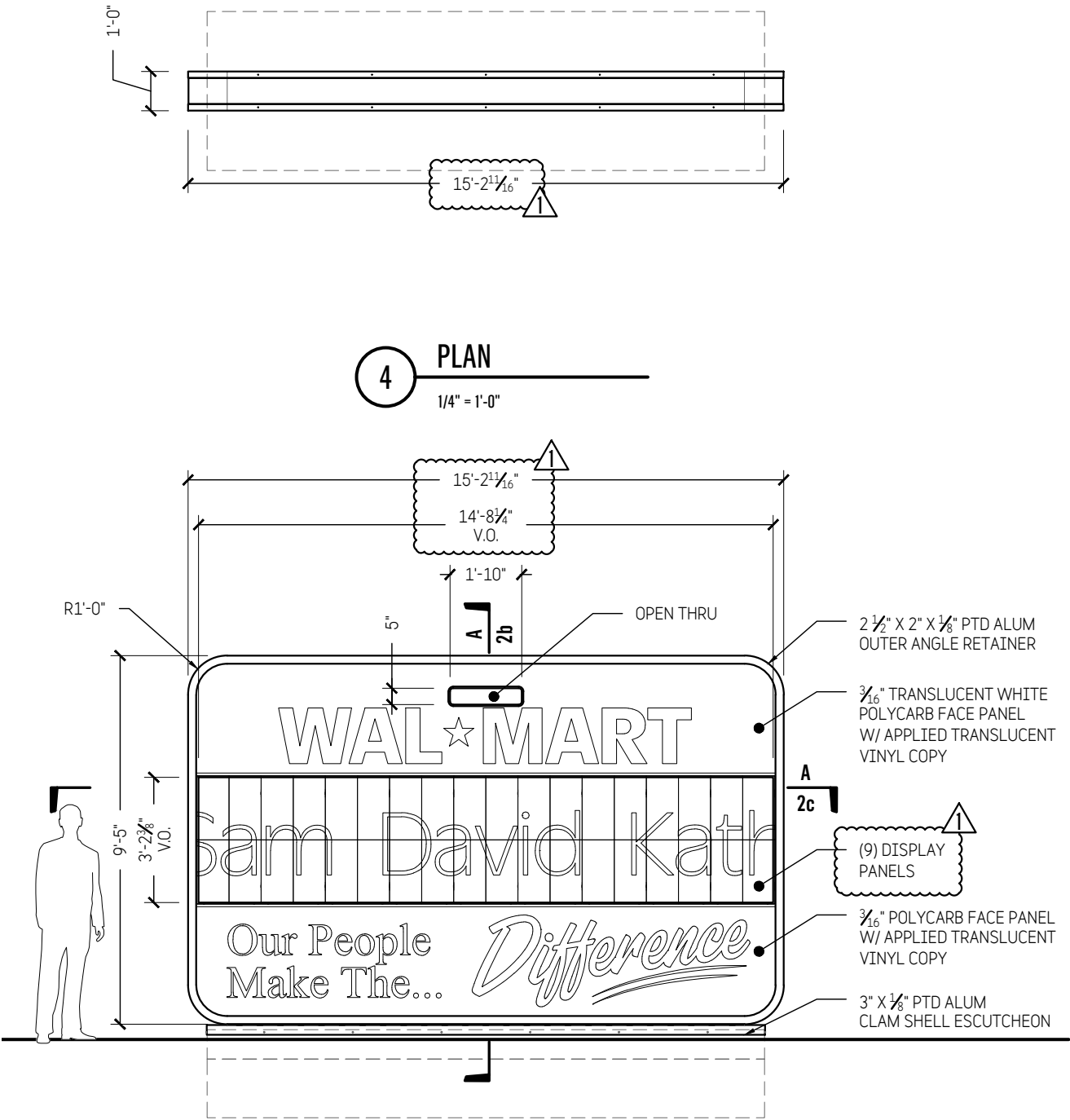


Overall Site Plan



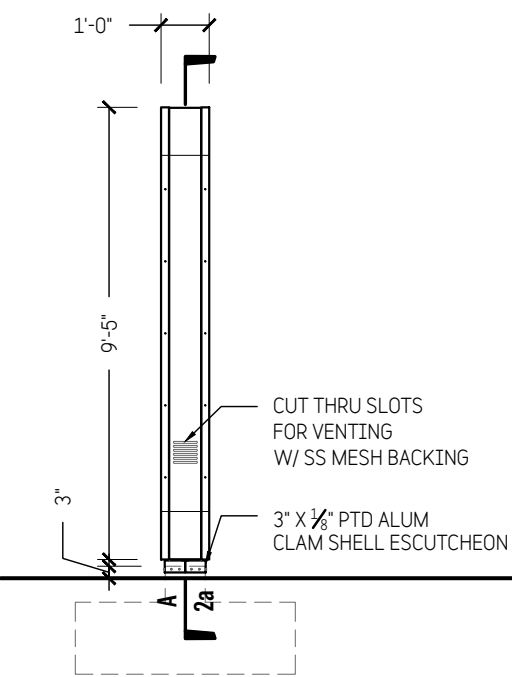
Enlarged Placemaking Location



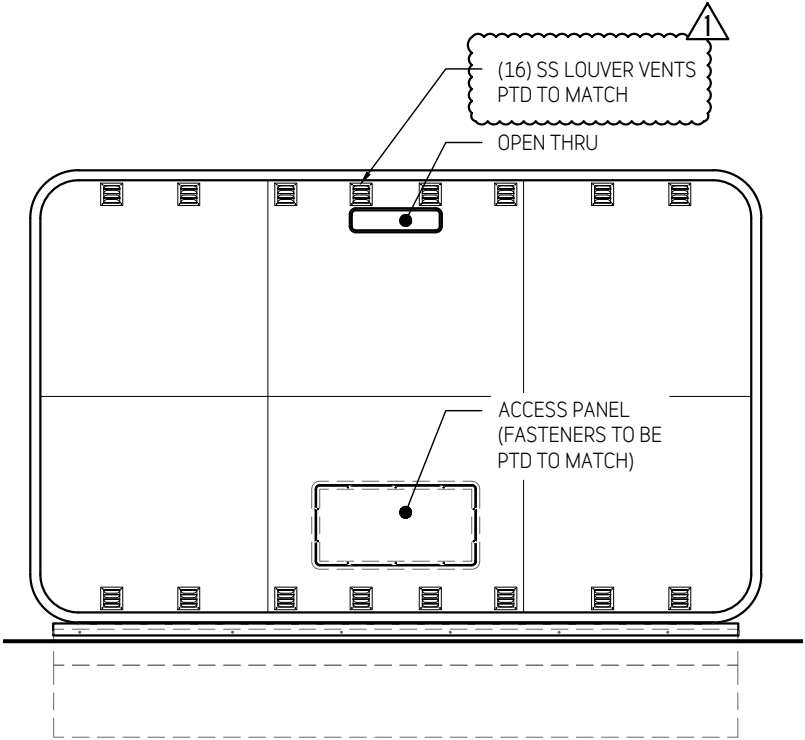


4 PLAN
1/4" = 1'-0"

1 ELEVATION
1/4" = 1'-0" QTY: 1



2 SIDE VIEW
1/4" = 1'-0"



2 BACK VIEW
1/4" = 1'-0"

NOTE:
ALL EXTERIOR FASTENERS TO BE PTD TO MATCH.

NOTE:
REFER TO GRAPHICS PACKAGE
FOR ARTWORK DETAIL & COLORS

APPROXIMATE OF CABINET =

800 LBS +/-



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NEW YORK, NY 212.255.3226

PE STAMP

Walmart Branding
Phase 2
801 Respect Dr.
Bentonville, AR

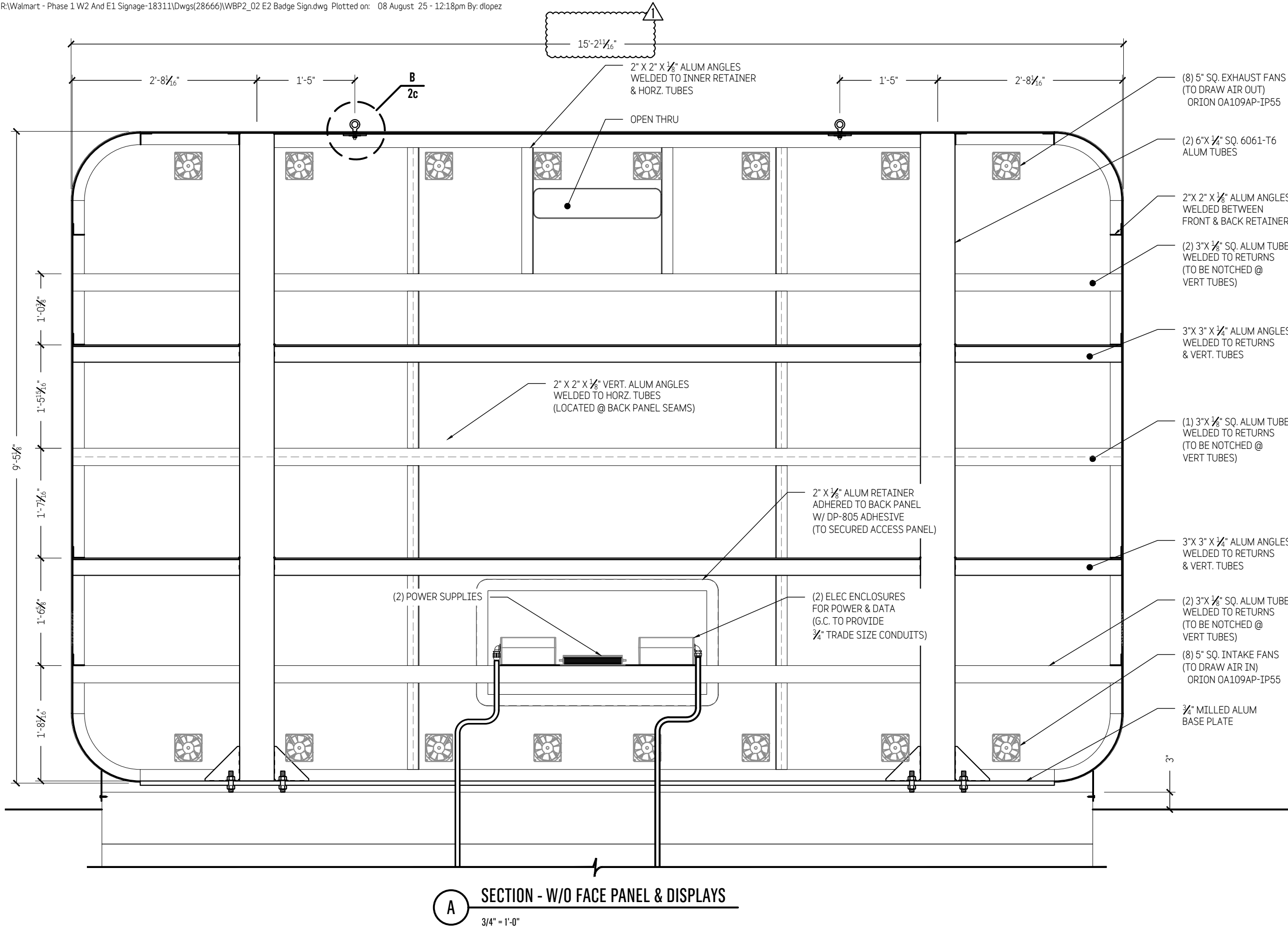
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ISSUE	Progress Print 09 June 25 For Approval 26 June 25 Revised 08 Aug 25

ELECTRIC 120-240 vac 62 amps

DRAWN BY EDL Exterior

CHECKED KLT

Shop Drawing 18311 2



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PE STAMP

Walmart Branding
Phase 2
801 Respect Dr.
Bentonville, AR

TITLE	Sign Type E2: Badge Sign
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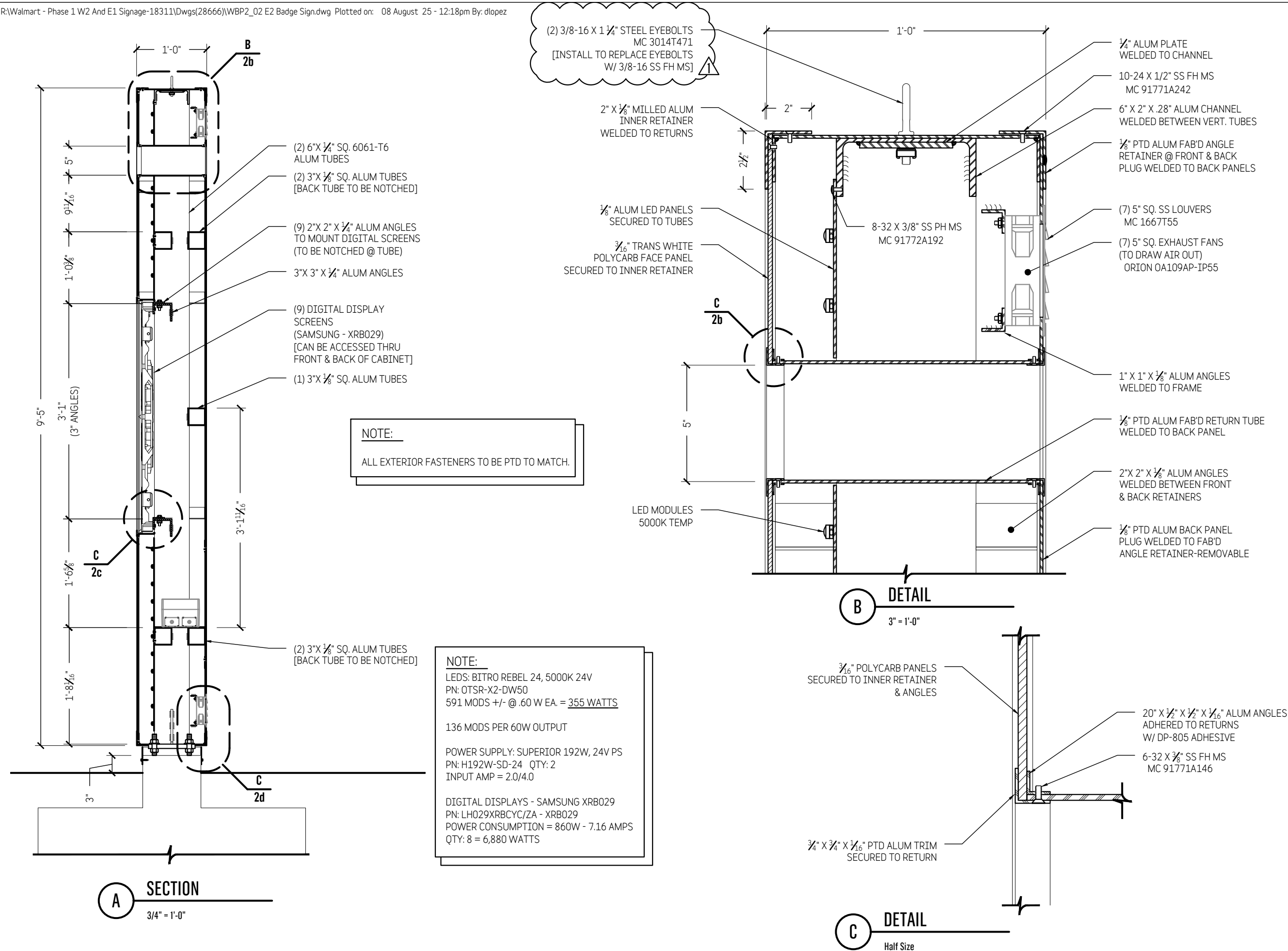
ISSUE	Progress Print 09 June 25 For Approval 26 June 25 Revised 08 Aug 25
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ELECTRIC	120-240 vac 62 amps
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DRAWN BY	EDL	Exterior
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CHECKED	KLT
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Shop Drawing 18311	2a
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PE STAMP

Walmart Branding
Phase 2
801 Respect Dr.
Bentonville, AR

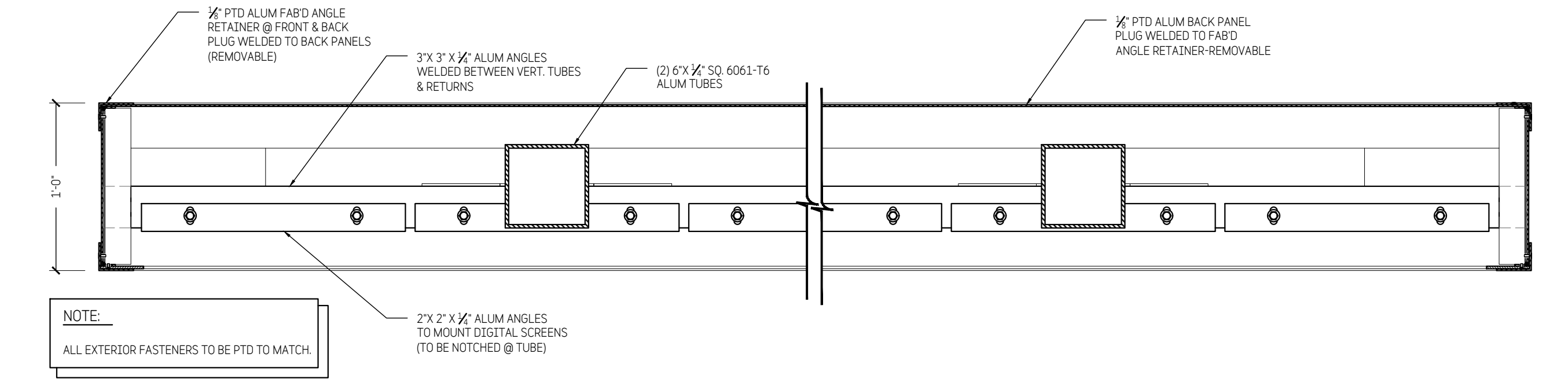
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ISSUE	Progress Print 09 June 25 For Approval 26 June 25 Revised 08 Aug 25

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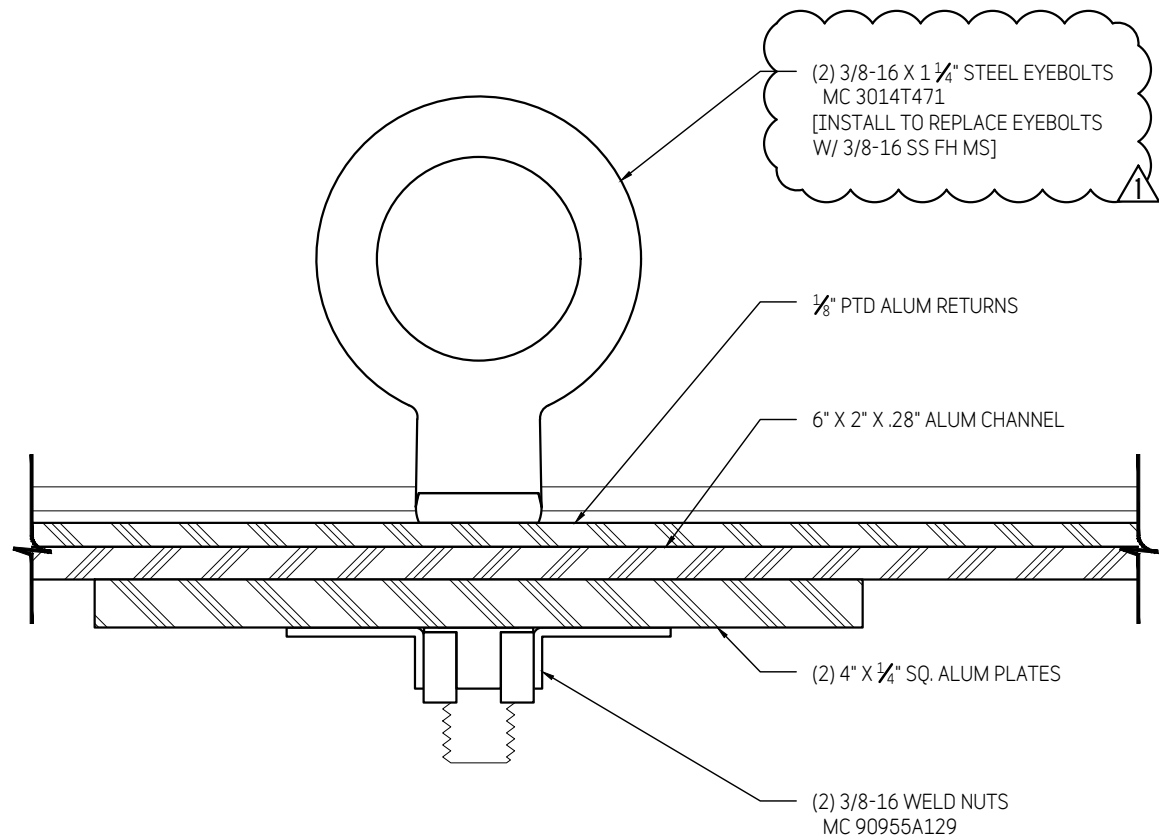
DRAWN BY EDL Exterior

CHECKED KLT

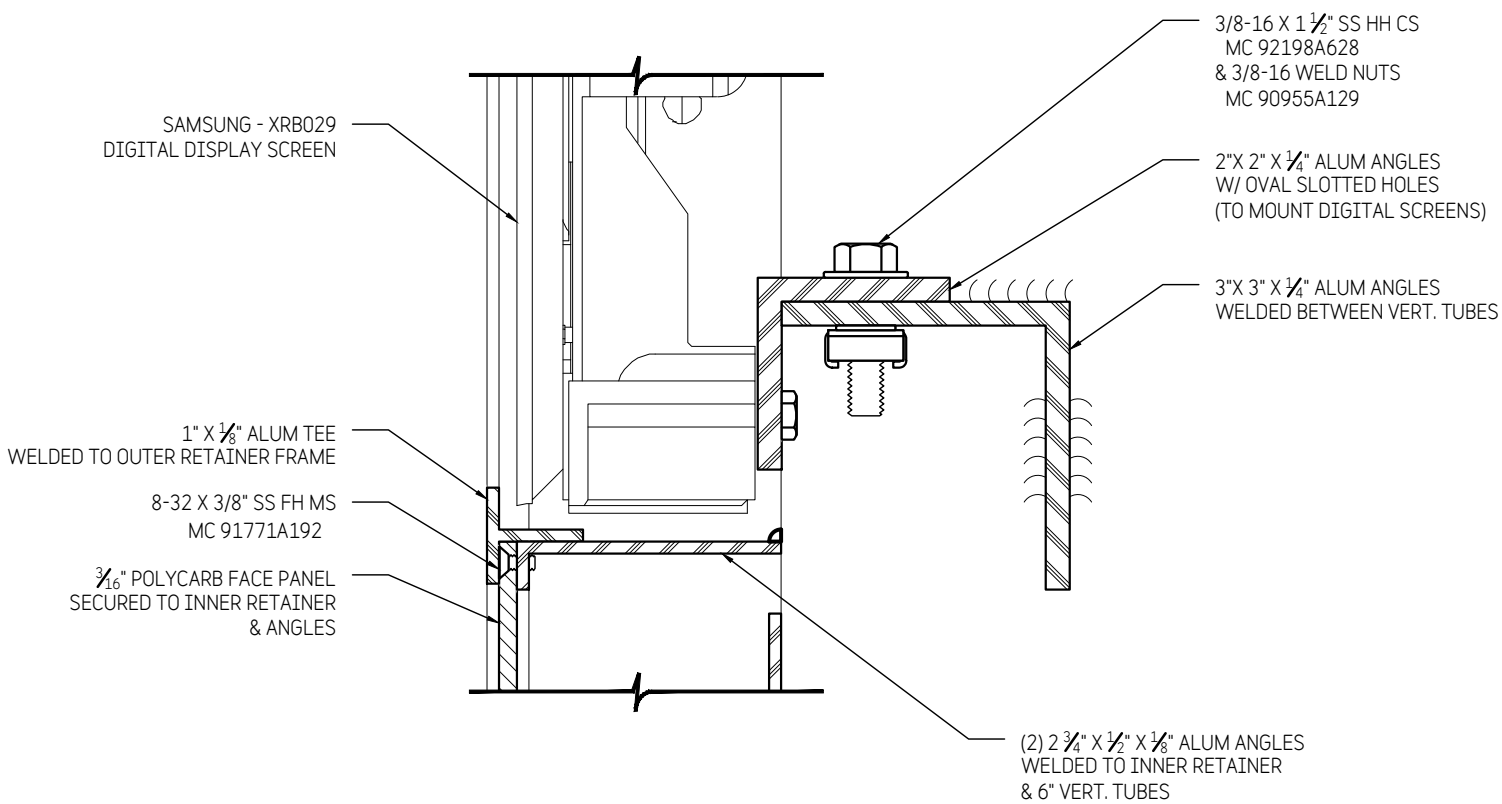
Shop Drawing 18311 **2b**



A SECTION - W/O DISPLAY SCREENS
1 1/2" = 1'-0"



B DETAIL
FULL SIZE



C DETAIL
Half Size



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PE STAMP

**Walmart Branding
Phase 2**
801 Respect Dr.
Bentonville, AR

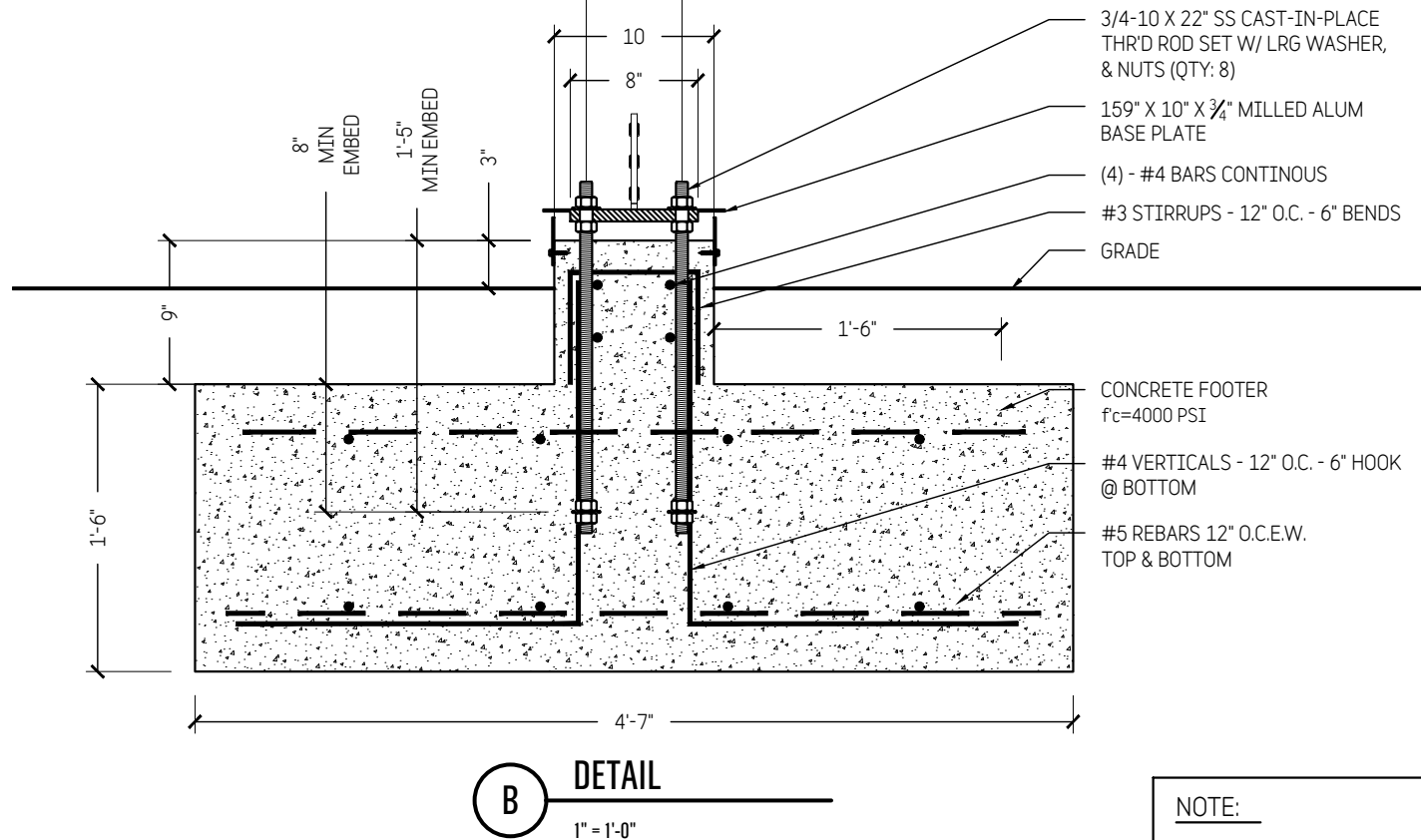
TITLE	Sign Type E2: Badge Sign
ISSUE	Progress Print 09 June 25 For Approval 26 June 25 Revised 08 Aug 25

ELECTRIC 120-240 vac 62 amps

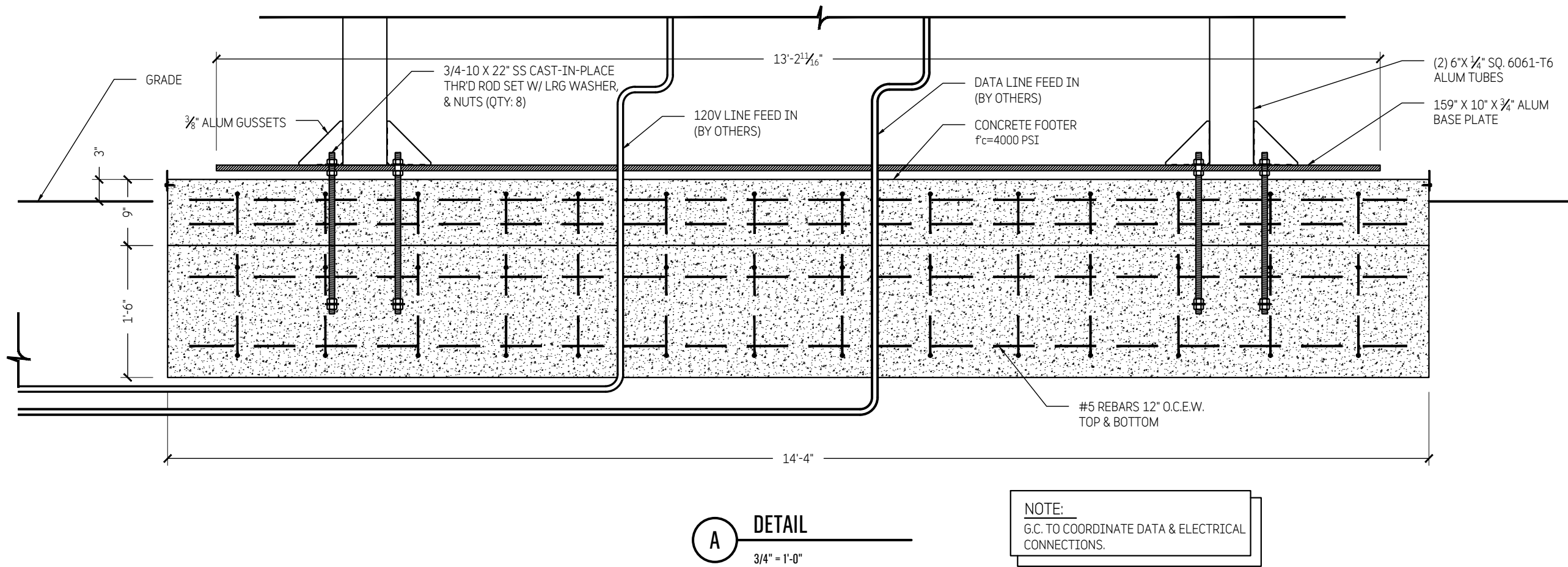
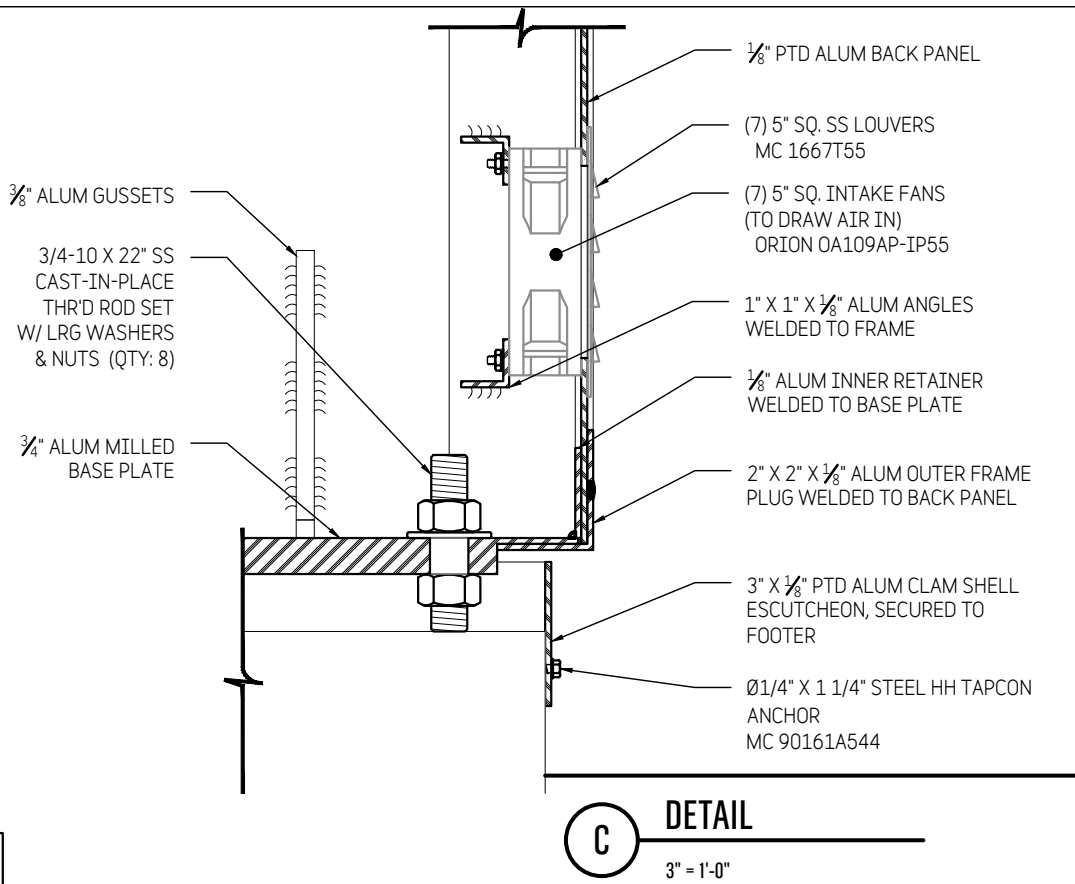
DRAWN BY EDL Exterior

CHECKED KLT

Shop Drawing 18311 **2c**



NOTE:
FOOTING DESIGN @ 4000 PSI CONCRETE
SPECIAL INSPECTION REQUIRED



NOTE:
G.C. TO COORDINATE DATA & ELECTRICAL
CONNECTIONS.



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PE STAMP

**Walmart Branding
Phase 2**
801 Respect Dr.
Bentonville, AR

TITLE	Sign Type E2: Badge Sign
ISSUE	Progress Print 09 June 25 For Approval 26 June 25 Revised 08 Aug 25

ELECTRIC	120-240 vac 62 amps
DRAWN BY	EDL Exterior
CHECKED	KLT

Shop Drawing
18311 **2d**

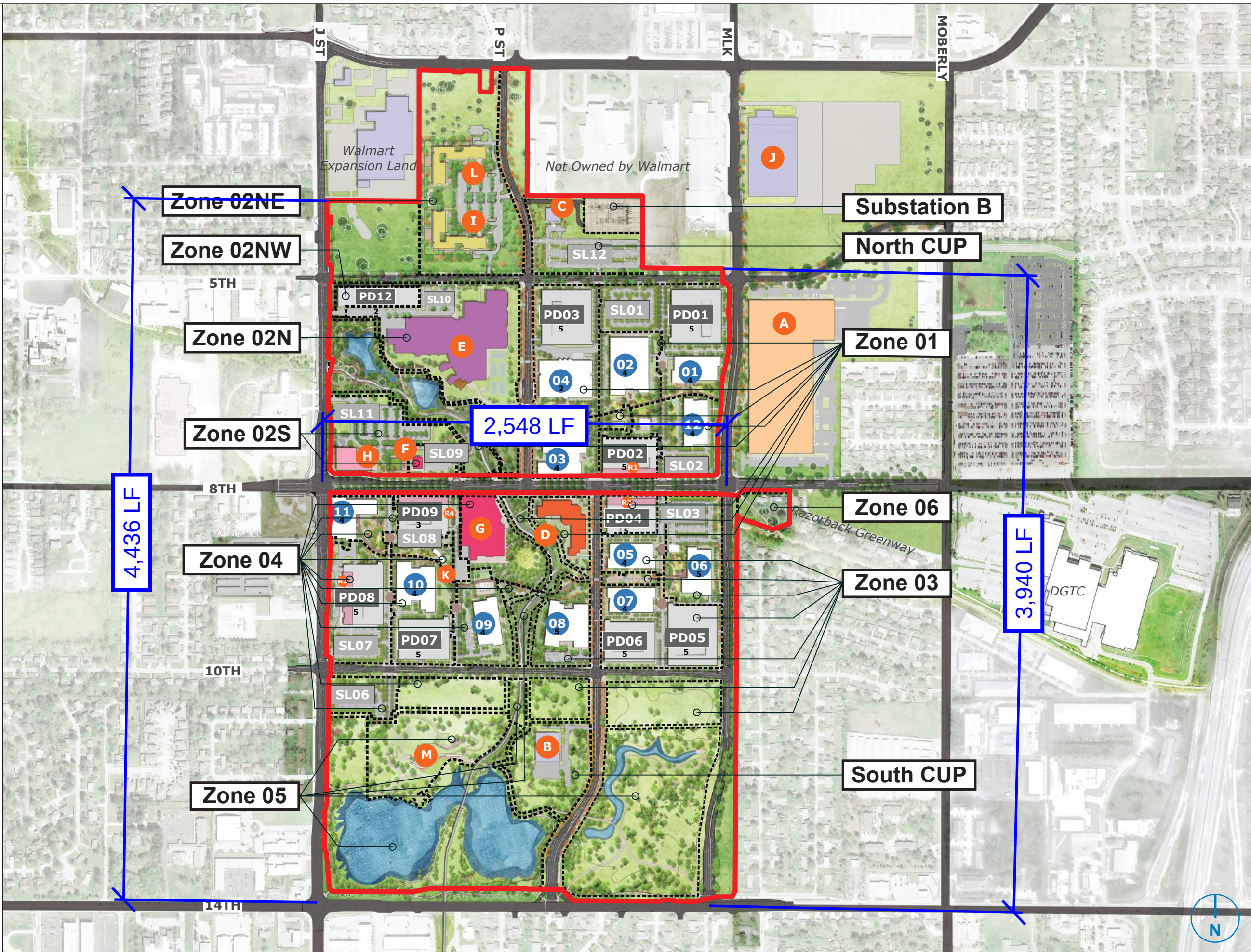
Walmart Campus

4.01 | Masterplan

Gensler Updated: 12/09/2024

Legend

- Office Building
- Number of Stories
- Amenity & Support
- Retail
- Parking Deck
- Number of Stories
- Surface Lot
- PUD Boundary
- Zone Boundary



**Ricca**

205 Southeast Third Street

BOA Date: 8/27/2025**Staff Report Details**

Project Number	VAR25-0026
Applicant / Current Owner	The Ricca Family Living Trust
Site Area	+/- 0.36 Acres
Current Zoning	R-1 (Low-density residential)
Variance Request	Section 701.02 (a)
Related projects	RADD25-0010, PLR25-0206, ELR25-0356

Property Description

The subject property is located at 205 Southeast Third Street (Lot 7, Block 4 of Railroad Addition). The property is presently zoned R-1, Low-Density Residential, with a future land use designation of Traditional Neighborhood.

Regulation

Article 701 of Nonconformities, Section 701.02, Nonconforming Buildings and Structures. Per this section of code, a building may be structurally enlarged or added to provided that the enlargement or addition complies with the setbacks, height, and off-street parking requirements of the district in which such building or structure is located.

Variance Request

Requesting variance from Section 701.02 (a): Applicant is proposing an enlargement of a current structure that is non-conforming with residential setback requirements.

Background

Background

Background

The applicant is requesting a variance from Section 701.02 (a), which states that a building or structure which is conforming to use, but is nonconforming to setbacks, may be structurally enlarged provided that the enlargement or addition complies with the setbacks, height, and off-street parking requirements of the district in which such a building or structure is located. The applicant states that there is hardship because this project has already been paid for and the client requires additional garage space as storage and vehicle parking. Please see the provided plans for clarification.

This report will consider and analyze this request based upon the six conditions of approval from the Zoning Code. Said conditions of approval will be bolded to differentiate from staff commentary.

1. The applicant demonstrates that:

a. Special conditions and circumstances exist which are peculiar to the land, structure or building involved and which are not applicable to other lands, structure or buildings in the same district;

The applicant states that special circumstances and conditions exist due to two constraints:

1. The applicant claims there will be financial loss if this variance is not approved. Financial loss is not a typical cause that the BOA utilizes in their decision matrix. The applicant was originally issued a building permit, but construction was halted by Code Enforcement. The client has already paid for the work to have the garage constructed, and due to construction being paused that the garage is currently unusable.
2. The applicant states that the client needs this extra garage space, and that the client already has a vehicle that is slated to go into this garage.

b. That literal interpretation of the provisions of this chapter would deprive the applicant of rights commonly enjoyed by other properties in the same district under the terms of this chapter;

The applicant states that the literal interpretation of nonconforming buildings and structures will result in financial loss and distress for the client. The applicant notes that the neighbor's detached garage is also already on the rear setback of the property, but not quite on the side setback as applicant's is.

c. That special conditions and circumstances do not result from the actions of the applicant; and

The applicant states that the original building sits on the rear and side property lines, and due to this constraint they received a building permit to add onto the left side of the garage.

d. That granting the variance requested will not confer on the applicant any special privilege that is denied by this chapter to other lands, structures, or buildings in the same district.

The applicant states the variance requested will not confer any special privilege that is denied by this chapter to other lands, structures, or buildings in the same district -- only permission to locate the accessory structure in front of the primary residence due to unique site conditions.

2. No nonconforming use of neighboring lands, structures, or buildings in the same district, and no permitted or nonconforming use of lands, structures, or buildings in other districts shall be considered grounds for the issuance of a variance.

Background

The applicant makes mention of nonconforming uses of neighboring lands, structures, or buildings in the same district.

3. The board of adjustment shall further make a finding that the reasons set forth in the application justify the granting of the variance and that the variance is the minimum variance that will make possible the reasonable use of land, building or structure.

The applicant has provided a site design demonstrating how their requested variance would be constructed. The applicant also provided property photos and renderings of the structure elevations.

4. The board of adjustment shall further make a finding that the granting of the variance will be in harmony with the general purpose and intent of this chapter, and will not be injurious to the neighborhood or otherwise detrimental to the public welfare.

The variance requested appears to have no detrimental impact to the public welfare.

5. Conditions. In granting any variance, the board of adjustment may prescribe appropriate conditions and safeguards that it deems necessary or desirable. Violations of such conditions and safeguards, when made a part of the terms under which the variance is granted, shall be deemed a violation of this chapter.

The Board has the authority to attach any conditions to a variance request that it deems appropriate. Any conditions proposed with a variance approval should be clearly stated into the record in the approval motion.

6. Uses. Under no circumstances shall the board of adjustment grant a variance to allow a use not permissible under the terms of this chapter in the district involved, or any use expressly or by implication prohibited by the terms of this chapter in said district.

The applicant's request does not include a variance of use.

Conclusion

The applicant is requesting a variance from Section 701.02 (a), which states that a building or structure which is conforming to use, but is nonconforming to setbacks, may be structurally enlarged provided that the enlargement or addition complies with the setbacks, height, and off-street parking requirements of the district in which such a building or structure is located. The applicant states that there is hardship because this project has already been paid for and the client requires additional garage space as storage and vehicle parking. The intention of the variance request is to prevent financial loss as the client has already paid for and began construction of the enlargement. The applicant writes that due to their stated hardships, they request a variance to for the enlargement of a nonconforming structure that does not comply with district setbacks. The applicant states that the proposed design is compliant with the 7' setback along the rear of the property as requested during permit approval.

Ultimately, the Board must find all six criteria to have been met for the approval of a variance request.

Public Comment

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

Conditions of Approval
The following conditions of the approval are below. 1. The approved variance shall be for the proposed layout and setbacks, as provided by the applicant within this application. 2. The applicant shall be required to obtain an approved building permit for the structure.

Section 301.10.c, Standards of Approval, of the Zoning Code

Standards for approval. A variance from the terms of this chapter shall not be granted by the board of adjustment unless and until:

- (1) The applicant demonstrates that:
 - a. special conditions and circumstances exist which are peculiar to the land, structure or building involved and which are not applicable to other lands, structures or buildings in the same district;
 - b. that literal interpretation of the provisions of this chapter would deprive the applicant of rights commonly enjoyed by other properties in the same district under the terms of this chapter;
 - c. that special conditions and circumstances do not result from the actions of the applicant; and,
 - d. that granting the variance requested will not confer on the applicant any special privilege that is denied by this chapter to other lands, structures, or buildings in the same district.

- (2) No nonconforming use of neighboring lands, structures, or buildings in the same district, and no permitted or nonconforming use of lands, structures, or buildings in other districts shall be considered grounds for the issuance of a variance.

- (3) The board of adjustment shall further make a finding that the reasons set forth in the application justify the granting of the variance and that the variance is the minimum variance that will make possible the reasonable use of land, building or structure.

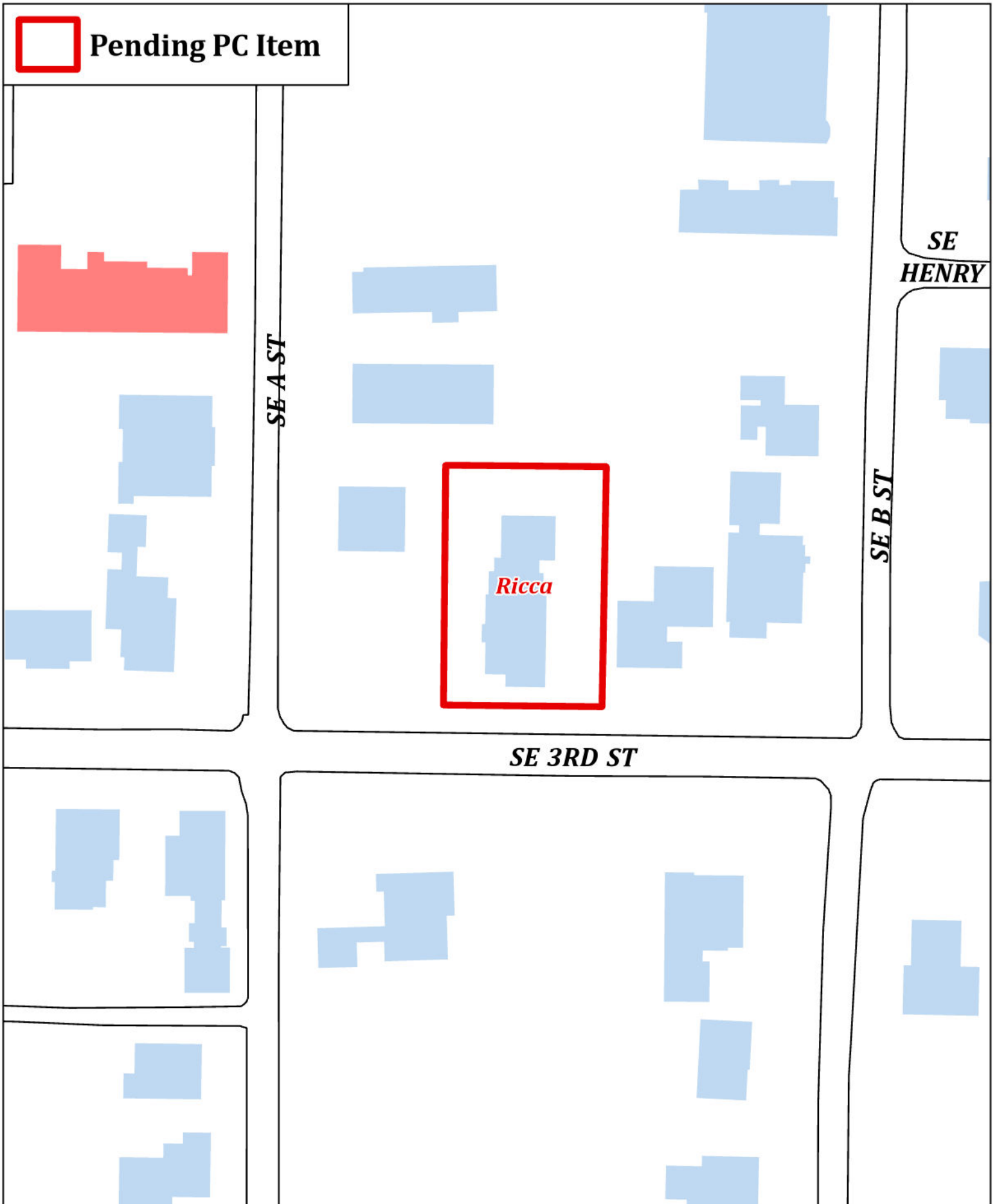
- (4) The board of adjustment shall further make a finding that the granting of the variance will be in harmony with the general purpose and intent of this chapter, and will not be injurious to the neighborhood or otherwise detrimental to the public welfare.

- (5) *Conditions.* In granting any variance, the board of adjustment may prescribe appropriate conditions and safeguards that it deems necessary or desirable. Violations of such conditions and safeguards, when made a part of the terms under which the variance is granted, shall be deemed a violation of this chapter.

- (6) *Uses.* Under no circumstances shall the board of adjustment grant a variance to allow a use not permissible under the terms of this chapter in the district involved, or any use expressly or by implication prohibited by the terms of this chapter in said district.



Pending PC Item



VAR25-0026
Ricca
205 SE 3RD ST



Property Owner Consent Form

City of Bentonville Planning Department

305 SW A Street

Bentonville, AR 72712 479-271-3122

I, The Ricca Family Living Trust, Gregory F Ricca and Dallie F Ricca, Trustees am the legal owner of the
(Owner's name, printed)

property located at 205 SE 3rd Street, identified as
(Address or Street Name)

Parcel Identification Number 01-03807-000, located in
(Parcel ID)

Benton County, Arkansas.

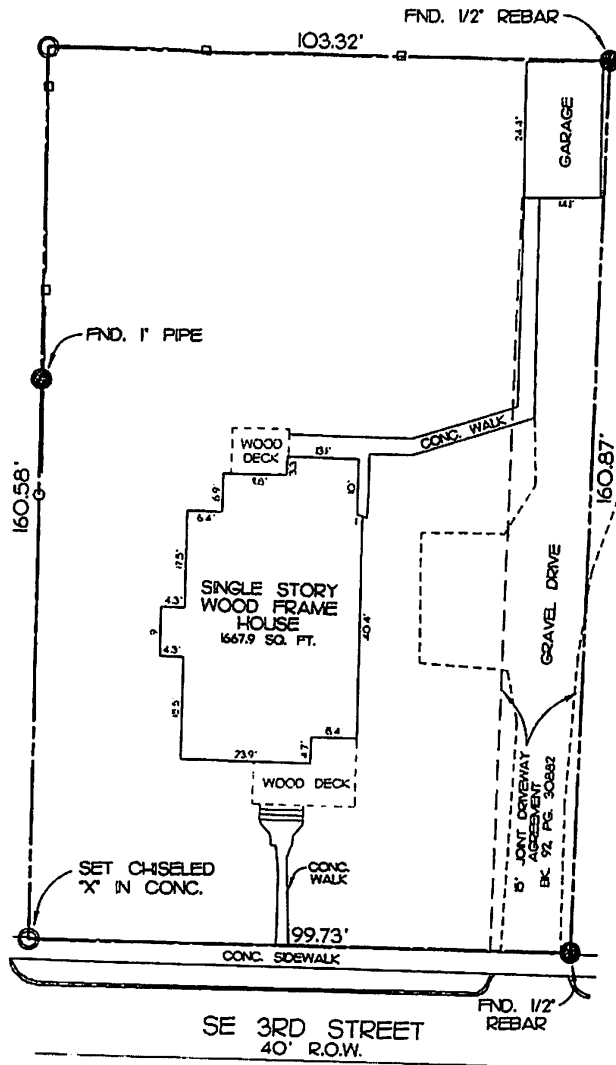
I certify that I am the owner of the property above and that I have read the application and consent to its filing.

The Ricca Family Living Trust
Gregory F Ricca, Trustee; Dallie F Ricca, Trustee
(Property Owner Signature)

July 17, 2025

(Date)

****If one property has multiple owners, a separate signed Property Owner Consent Form is required for each owner.**



LEGEND

- FOUND REBAR/PIPE (AS NOTED)
- SET 1/2" REBAR W/CAP, LS 1370
- WOOD FENCE
- CHAINLINK FENCE
- PROPERTY LINE
- - - RIGHT-OF-WAY LINE
- - - EASEMENT LINE

NOTES:

1. THE PROPERTY SHOWN HEREON IS ZONED R-1 (SINGLE FAMILY RESIDENTIAL) AND IS WITHIN THE CITY LIMITS OF BENTONVILLE, ARKANSAS. THE FRONT, SIDE AND REAR YARD REGULATIONS ARE AS FOLLOWS:

GARAGE FRONT: 30 FEET
 FRONT YARD: 20 FEET
 SIDE YARD: 7 FEET (INTERIOR), 20 FEET (EXTERIOR)
 REAR YARD: 25 FEET

THIS IS PER THE REQUIREMENTS OF THE CITY OF BENTONVILLE, ARKANSAS.

LEGAL DESCRIPTION:

THE EAST HALF (E/2) OF LOT 7 IN BLOCK 4 IN RAILROAD ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS AS SHOWN IN THE BENTON COUNTY RECORDS, AND SUBJECT TO EASEMENTS, RIGHTS-OF-WAY, AND PROTECTIVE COVENANTS OF RECORD, IF ANY, SUBJECT TO ALL PRIOR MINERAL RESERVATIONS AND OIL AND GAS LEASES.

FLOOD CERTIFICATION:

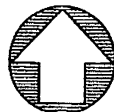
I CERTIFY THAT I HAVE EXAMINED THE F.I.A. OFFICIAL FLOOD INSURANCE HAZARD RATE MAP PANEL NO. 05007C0255J (EFFECTIVE DATE SEPTEMBER 28, 2007) AND FOUND THE DESCRIBED PROPERTY HEREON LIES IN ZONE "X", AN AREA HAVING NO SPECIAL FLOOD HAZARDS.

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
 ROBERT J. CASTER, PLS. NO.1370, ARKANSAS

4-02-09
 DATE



SCALE 1" = 30 FEET

DATE	BY	REVISION
4-02-09	Robert J. Caster	Initial Survey

LOT SURVEY: E/2 LOT 7, BLK. 4 RAILROAD ADD.
 205 SE 3RD STREET
 BENTONVILLE, BENTON COUNTY, ARKANSAS

CASTER & ASSOCIATES
 LAND SURVEYING, INC.
 5208 Village Parkway, Suite 10
 Rogers, AR 72758
 Telephone 479-258-4454

ALTA COMMITMENT FOR TITLE INSURANCE
issued by

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRA CONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

PLEASE READ THE EXCEPTIONS AND THE TERMS SHOWN OR REFERRED TO HEREIN CAREFULLY. THE EXCEPTIONS ARE MEANT TO PROVIDE YOU WITH NOTICE OF MATTERS THAT ARE NOT COVERED UNDER THE TERMS OF THE TITLE INSURANCE POLICY AND SHOULD BE CAREFULLY CONSIDERED.

THIS REPORT IS A WRITTEN REPRESENTATION AS TO THE CONDITION OF TITLE FOR PURPOSES OF PROVIDING TITLE INSURANCE AND LISTS ALL LIENS, DEFECTS, AND ENCUMBRANCES FILED OF RECORD WITHIN THE LAST THIRTY (30) YEARS THAT HAVE NOT BEEN RELEASED OF RECORD OR THAT ARE NOT STATUTORILY EXPIRED.

NO TITLE INSURANCE AGENT OR ANY OTHER PERSON OTHER THAN A LICENSED ARKANSAS ATTORNEY MAY PROVIDE LEGAL ADVICE CONCERNING THE STATUS OF TITLE TO THE PROPERTY DESCRIBED IN THE TITLE COMMITMENT.

Countersigned by issuing agent

CITY TITLE & CLOSING LLC

By:

A handwritten signature in dark ink, appearing to read "Sara A. Braden".

Sara A. Braden, Authorized Signatory
License No. 19224299

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
1408 North Westshore Blvd., Suite 900, Tampa, Florida 33607
(612) 371-1111 www.oldrepublictitle.com

By

A handwritten signature in dark ink, appearing to read "C. Monice".

President

Attest

A handwritten signature in dark ink, appearing to read "David Wald".

Secretary

Policyholders have the right to file a complaint with the Arkansas Insurance Department (AID).
You may call AID to request a complaint form at (800) 852-5494 or (501) 371-2640 or write to:

Arkansas Insurance Department
1 Commerce Way, Suite 102
Little Rock, AR 72202

This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by the Company. This commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, a Florida corporation (the “Company”), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company’s liability and obligation end.

COMMITMENT CONDITIONS**1. DEFINITIONS**

- a. “Discriminatory Covenant”: Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. “Knowledge” or “Known”: Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. “Land”: The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term “Land” does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. “Mortgage”: A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. “Policy”: Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. “Proposed Amount of Insurance”: Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. “Proposed Insured”: Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. “Public Records”: The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term “Public Records” does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. “State”: The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term “State” also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. “Title”: The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company’s liability and obligation end.

3. The Company’s liability and obligation is limited by and this Commitment is not valid without:

- a. the Notice;
- b. the Commitment to Issue Policy;
- c. the Commitment Conditions;
- d. Schedule A;
- e. Schedule B, Part I—Requirements;
- f. Schedule B, Part II—Exceptions; and
- g. a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY’S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

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5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I—Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT: CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

10. CLASS ACTION

All claims and disputes arising out of or relating to this commitment, including any service or other matter in connection with issuing this commitment, any breach of a commitment provision, or any other claim or dispute arising out of or relating to the transaction giving rise to this commitment, must be brought in an individual capacity. No party may serve as plaintiff, class member, or participant in any class or representative proceeding. Any policy issued pursuant to this commitment will contain a class action condition.

11. ARBITRATION – INTENTIONALLY DELETED

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Transaction Identification Data, for which the Company assumes no liability as set forth in Condition 5.e.:

Issuing Agent: City Title & Closing LLC

Issuing Office: 5431 Pinnacle Pointe Dr., Ste. 105, Rogers, AR 72758

Issuing Office's ALTA® Registry ID: 1105975

Issuing Office's Agency License No.: 382820

Property Address: 205 SE 3rd St, Bentonville, AR 72712

SCHEDULE A

1. Commitment Date: October 29, 2024, at 7:00 am
2. Policy to be issued:
 - a. 2021 ALTA® Homeowner's Policy
The estate or interest to be insured: Fee Simple
Proposed Amount of Insurance: \$1,200,000.00
Proposed Insured: Ricca Family Living Trust dated the 5th of May, 2017
3. The estate or interest in the Land at the Commitment Date is: Fee Simple
4. The Title is, at the Commitment Date, vested in:
Bernard J. Clark and Sarah J. Clark, Trustees of the Bernard J. Clark and Sarah J. Clark Living Trust dated 2-12-1996, as amended and restated on July 14, 2003 (Vesting Deed)
5. The Land is described as follows:
The East One-Half of Lot 7 in Block 4 in Railroad Addition, an addition to the City of Bentonville, Benton County, Arkansas, as shown in Plat Record A at page 38 in the office of the Circuit clerk and Ex-Officio Recordere of Benton County, Arkansas.

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SCHEDULE B, PART I-REQUIREMENTS

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. NOTICE: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture, or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
6. The search did not disclose any open mortgages of record. If you have knowledge of any outstanding obligation, please contact City Title & Closing LLC immediately for further review prior to closing. The Company reserves the right to require further evidence to confirm the Land is unencumbered and further reserves the right to add additional items or make further requirements upon receipt of said evidence.
7. Provide a Trust Affidavit stating that the **Bernard J. and Sarah J. Clark Living Trust dated February 12, 1996** remains in full force and effect and that there have been no changes to the trust that would cause the **Certificate of Amended Trust**, recorded July 19, 2024, as **L202437397** of the Public Records of Benton County, Arkansas, to be incorrect.
8. Warranty Deed, executed by the authorized trustee(s) on behalf of the **Bernard J. Clark and Sarah J. Clark Living Trust dated 2-12-1996, as amended and restated on July 14, 2003 (and Individually, joined by spouse if married), conveying the Land to Ricca Family Living Trust dated the 5th of May, 2017**, to be recorded in the Public Records.
9. Provide copies of the Trust Agreement and all amendments, revocations, and other relevant documents regarding the establishment and management of the **Ricca Family Living Trust**, *OR IN THE ALTERNATIVE*, provide a Certification of Trust for said trust in recordable form, executed by a duly appointed and acting trustee, and containing the following information:
 - a. a statement that the trust exists and the date the trust document was executed;
 - b. the identity of the settlor;
 - c. the identity and address of the currently acting trustee;
 - d. the powers of the trustee;
 - e. the revocability or irrevocability of the trust and the identity of any person holding a power to revoke the trust;
 - f. the authority of co-trustees to sign or otherwise authenticate and whether all or less than all are required to exercise powers of the trustee;
 - g. the manner of taking title to trust property;
 - h. a statement that the trust has not been revoked, modified, or amended in any manner that would cause the representations contained in the certification of trust to be incorrect; and
 - i. the Taxpayer Identification Number of the trust.
10. Provide a Trust Affidavit stating that the **Ricca Family Living Trust** remains in full force and effect and that there have been no changes to the trust that would cause the trust to be incorrect.
11. Complete and return the Owner Disclosure and Agreement.
12. Obtain an update of this Commitment from City Title & Closing LLC within three (3) business days prior to the date of closing.

NOTE: Pursuant to Ark. Code Ann. § 18-11-107, all parties are hereby notified that the real property may be located within or near a rural area. Agricultural operations on real property nearby are protected under § 2-4-101 et seq. and shall not be found to be a public or private nuisance if the agricultural operation employs methods or practices that are commonly or reasonably associated with agricultural production.

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SCHEDULE B, PART II-EXCEPTIONS

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Real estate taxes for the year 2024 and subsequent years, which are not yet due and payable. Taxes for the year 2023 and prior years are paid.
3. Taxes or special assessments, if any, which are not shown as existing liens by the Public Records.
4. Minerals of whatever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel in, on, under, and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
5. Any judgment liens or other liens recorded in any United States District Court or Bankruptcy Court in the State of Arkansas as of the Date of Policy that are not reflected in the Public Records of the county in which the Land is located.
6. Matters as set forth on survey/plat recorded in/as Plat Book A at Page 38 and Report of Survey in/as 2015-7779 of the Public Records of Benton County, Arkansas, including but not limited to reservations, restrictions, easements, dedications, rights of way, and setback lines.
7. Matters as set forth on survey/plat recorded in/as Plat Book P1 at Page 824 of the Public Records of Benton County, Arkansas, including but not limited to reservations, restrictions, easements, dedications, rights of way, and setback lines.
8. Title to, and easements in, that portion of the Land within 3rd Street.

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To whom it may concern:

I am rebuilding an existing garage for my customers at 205 SE 3rd Street. We went through the permitting process and were approved with the plans that are attached here, however, when attempting to build the garage to match the attached plans, we were shut down. The inspector told us that we had taken down too much of the original structure to be considered a remodel and that now we needed to reapply for building permits for a new structure. Let me put some context with this part.

- The plans clearly show normal sized garage doors (7' tall) being installed in the garage, however, the original garage only had 7' tall walls so we had to remove the entire roof to raise the walls up to clear the 7' doors
- The plans clearly showed a roof pitch change to match the existing house so again the entire roof had to come off to change pitch
- The plans clearly showed a ridgeline change due to the new shape of the building so again, although for this particular one the roof didn't have to come completely off, it was definitely easier to do so.

Here's our question. If there was no way for us to build the garage according to the plans that were already approved, then why did they get approved?

The garage has existed in its current location probably as long as the house has been there (sometime in the 1920s) and obviously was grandfathered in because of that. The new code will take away 7' of that original footprint and virtually make the garage unusable as a garage because it won't be deep enough for a vehicle. It will also take away 7' of the width of the original garage which again will make the first bay unusable as a garage because a car will not fit in it.

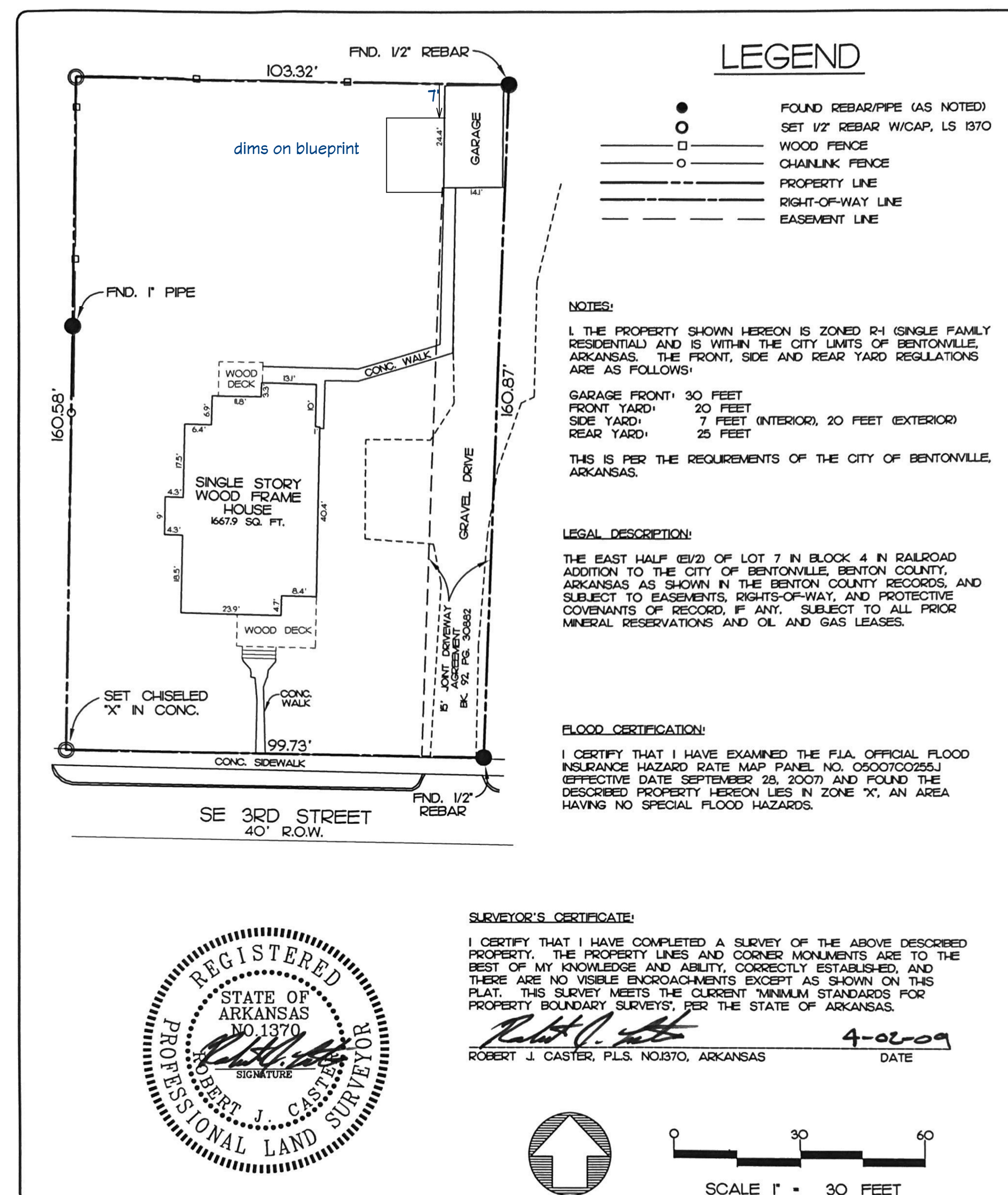
This causes a hardship on my client in a couple of ways:

1. My client has already paid for the work to get this garage to the current state to be used as a garage. If we are unable to get the variance, the money that they have spent to get to this point is virtually wasted as the garage won't be usable as a garage
2. My client needs this extra garage space. He has a vehicle that is already slated to go into this garage and it was being built for that purpose.

Thank you,

Eric Pool – LuxeCraft Custom Homes

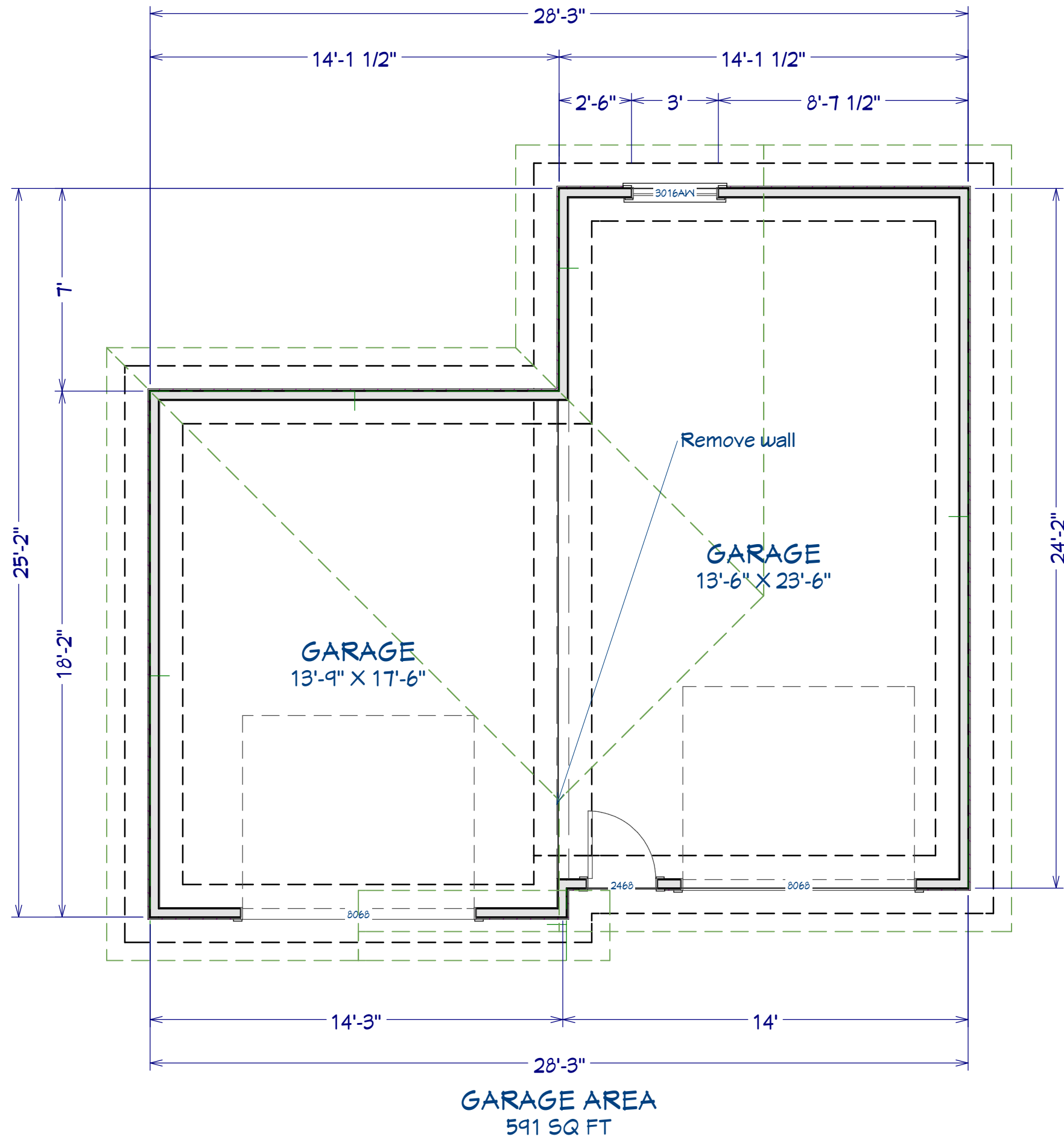
The floor plan shows a rectangular area divided into two main sections. The left section is labeled "GARAGE ADDITION" with dimensions 13'-6" x 17'-6". The right section is labeled "EXISTING GARAGE" with dimensions 13'-6" x 23'-6". A dashed line indicates a wall to be removed between the two sections. The overall dimensions of the combined area are 28' wide and 25'-2" deep. The plan also shows a "LIVING AREA" of 587 SQ FT at the bottom. Various dimensions are provided for the walls and openings, including 13'-10 1/2", 14'-1 1/2", 2'-6", 3', 8'-7 1/2", 14', and 14'. A note "Remove wall" points to the dashed line between the two garage sections. The plan also shows a "3016A" door and a "2460" door.

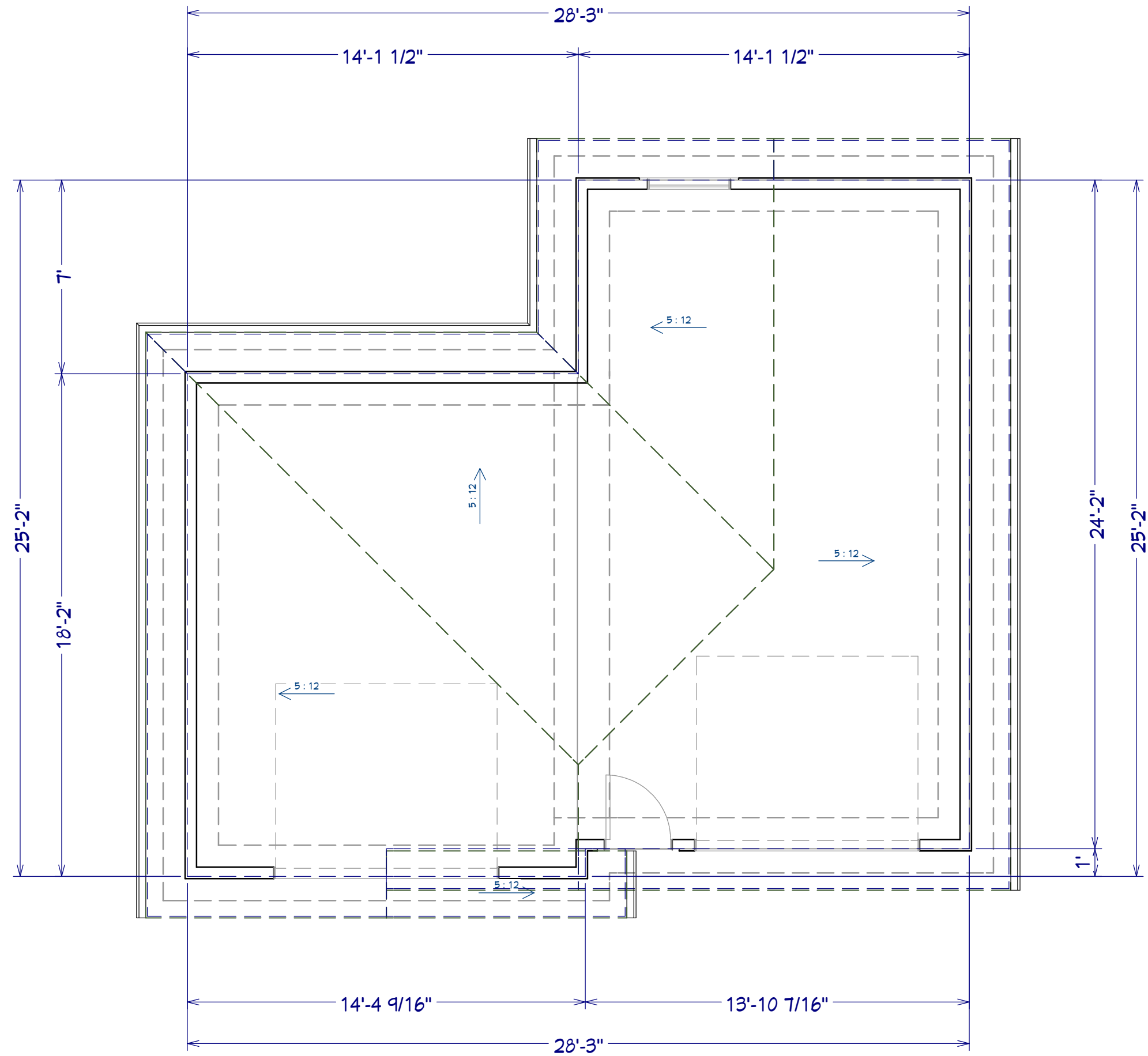


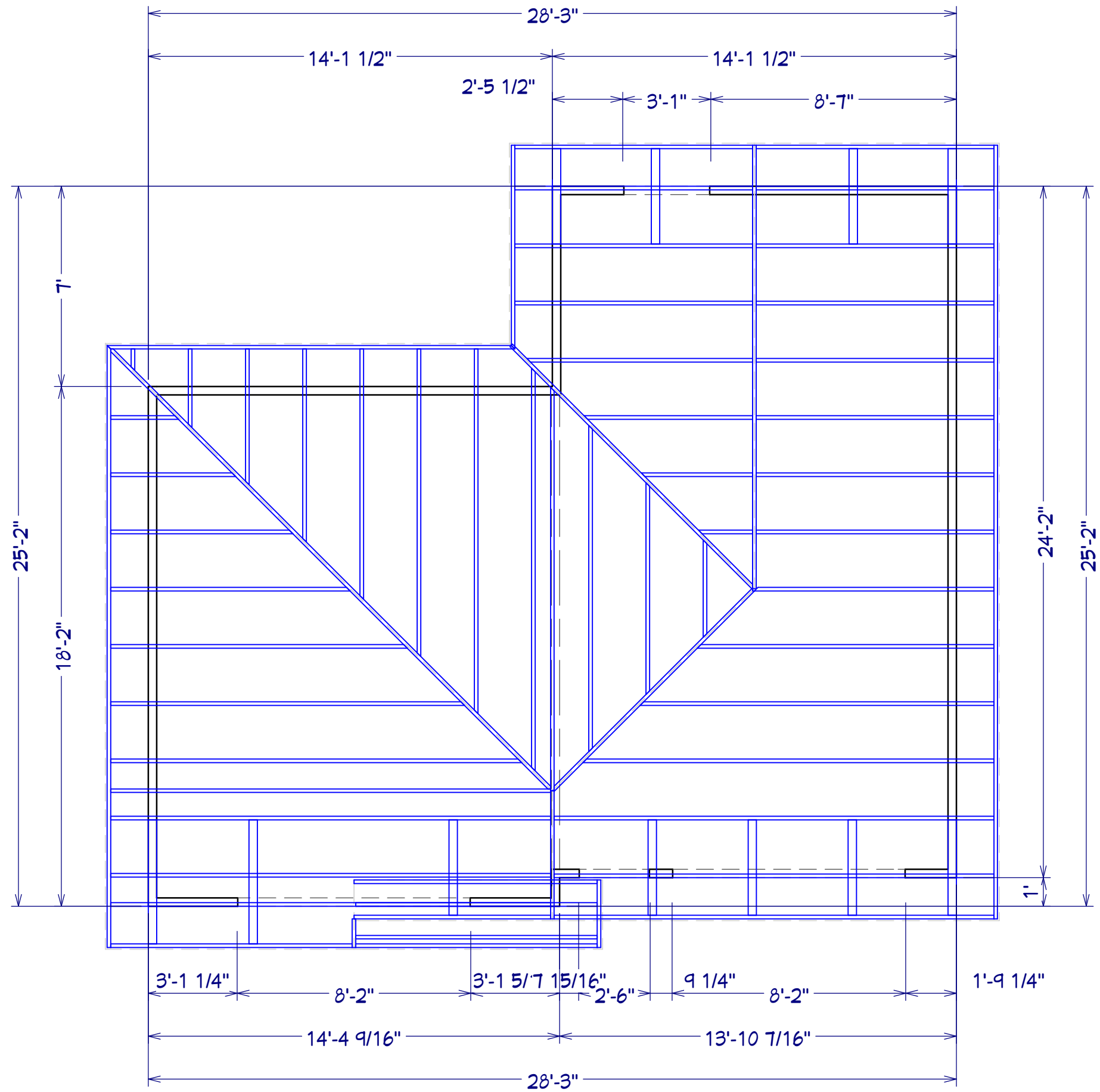
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OF	1 SHEETS

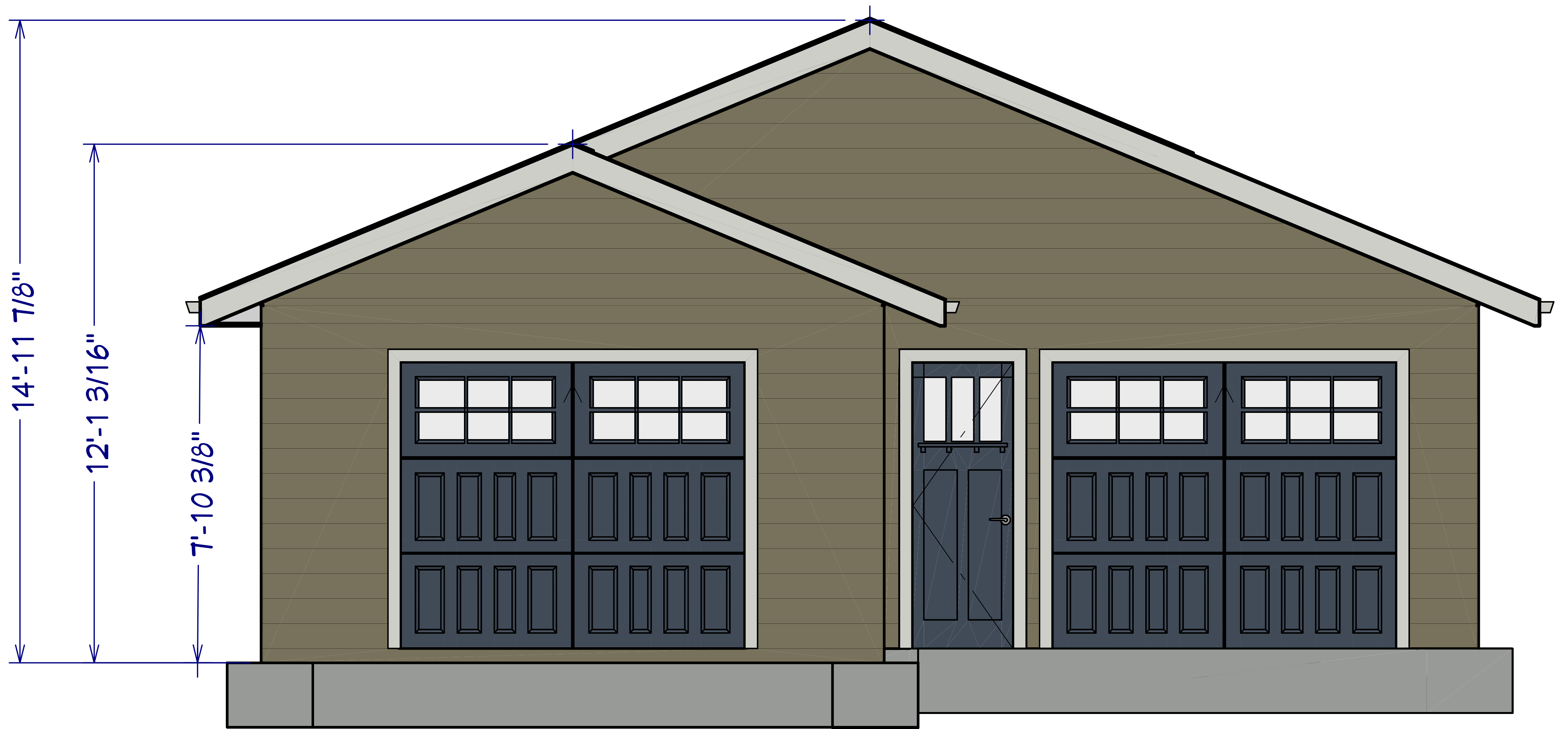
LOT SURVEY: E/12 LOT 7, BLK. 4 RAILROAD ADD.
205 SE 3RD STREET
BENTONVILLE, BENTON COUNTY, ARKANSAS

CASTER & ASSOCIATES
LAND SURVEYING, INC.
5208 Village Parkway, Suite 10
Rogers, AR 72758
Telephone 479-268-4464









Narrative for variance request – 205 SE 3rd St

Hello, this narrative update was requested by city planning and is in addition to the original variance request.

Here is the question that was asked:

Can you please specify exactly what variance you are asking for? (it seems like you are requesting a rear and side setback variance, but we need to know how many feet the plans differ from the standard setbacks 7' side, 7' rear since it is an accessory unit that is less than 720 sq ft).

Here is the response:

- The original building (we presume built sometime around the 1920's when the house was constructed) sits on the property line on the back and side currently. Our original submission for building permit was to add on to the garage on the left side to give the home owner more usable space in the garage for tools etc.
- So the answer to your question is the original building sits on the property lines on the back and the right side so zero setback on both of those.
- The new addition to the building is compliant with the 7' setback along the rear of the property as requested during permit approval.
- Also worth noting that the neighbors detached garage is also already on the rear setback of the property but not quite on the side setback as ours is.







**Reeves**

1202 Northwest A Street

BOA Date: 8/27/2025**Staff Report Details**

Project Number	VAR25-0016
Applicant / Current Owner	Reeves Design and Construction/Cole Reeves
Site Area	0.58 Acres
Current Zoning	R-2 (Medium-density residential)
Variance Request	Section 601.01(d)(1)
Related projects	LSD24-0041, LS24-0032, RZ24-0006

Property Description

The subject property is located at 1202 Northwest A Street (Lot 11A, Block 3 of W A Burks Addition). The property is presently zoned R-2, Medium-Density Residential, with a future land use designation of Neighborhood Suburban.

Regulation

Article 601 of Zoning District Regulations, Section 601.01, Accessory Structures. Per this section of code, accessory structures are prohibited in front yard. The established setback standards do not allow for an accessory structure to be located beyond the front building line of the primary structure on the lot.

Variance Request

Requesting variance from Section 601.01(d)(1): Applicant is proposing a 510 square-foot detached accessory structure, which will be set back 20 feet from the front property line, meeting the required setback distance, but the applicant wants to place the structure in front of the principal dwelling.

Background

Background

The applicant is requesting a variance from Section 601.01(d)(1), which prohibits accessory structures from being placed in front of the primary structure on a lot, to allow for a 510 square foot accessory structure to be placed in front of the primary structure. The applicant states that the rear lot topography combined with a shared access easement make rear or side yard placement of the accessory structures impractical. Please see the provided plans for clarification.

This report will consider and analyze this request based upon the six conditions of approval from the Zoning Code. Said conditions of approval will be bolded to differentiate from staff commentary.

1. The applicant demonstrates that:

a. Special conditions and circumstances exist which are peculiar to the land, structure or building involved and which are not applicable to other lands, structure or buildings in the same district;

The applicant states that special circumstances and conditions exist due to two constraints:

1. Topography: The rear of the lot contains steep hillsides and mature trees, making construction difficult and environmentally disruptive.
2. Shared access easement: the City of Bentonville required a shared driveway and single curb cut, limiting circulation and rear yard access.

b. That literal interpretation of the provisions of this chapter would deprive the applicant of rights commonly enjoyed by other properties in the same district under the terms of this chapter;

The applicant states that the literal interpretation of the setback ordinance would mean disturbing the trees and hillside behind the home, possibly impacting the visual and ecological connection of the area to nearby public trails and disturb the character of the neighborhood.

c. That special conditions and circumstances do not result from the actions of the applicant; and

The applicant states that neither the lot topography nor the shared access easement are a result of the current lot owner, but existed prior to their ownership. The applicant states that the site limitations were shaped by the lot's natural features and city-imposed infrastructure standards.

d. That granting the variance requested will not confer on the applicant any special privilege that is denied by this chapter to other lands, structures, or buildings in the same district.

The applicant states the variance requested will not confer any special privilege that is denied by this chapter to other lands, structures, or buildings in the same district -- only permission to locate the accessory structure in front of the primary residence due to unique site conditions.

2. No nonconforming use of neighboring lands, structures, or buildings in the same district, and no permitted or nonconforming use of lands, structures, or buildings in other districts shall be considered grounds for the issuance of a variance.

The applicant makes no mention of nonconforming uses of neighboring lands, structures, or buildings in the same district.

3. The board of adjustment shall further make a finding that the reasons set forth in the application justify the granting of the variance and that the variance is the

Background

minimum variance that will make possible the reasonable use of land, building or structure.

The applicant has provided a site design demonstrating how their requested variance would be constructed. The applicant also provided property photos and renderings of the structure elevations.

4. The board of adjustment shall further make a finding that the granting of the variance will be in harmony with the general purpose and intent of this chapter, and will not be injurious to the neighborhood or otherwise detrimental to the public welfare.

The variance requested appears to have no detrimental impact to the public welfare.

5. Conditions. In granting any variance, the board of adjustment may prescribe appropriate conditions and safeguards that it deems necessary or desirable. Violations of such conditions and safeguards, when made a part of the terms under which the variance is granted, shall be deemed a violation of this chapter.

The Board has the authority to attach any conditions to a variance request that it deems appropriate. Any conditions proposed with a variance approval should be clearly stated into the record in the approval motion.

6. Uses. Under no circumstances shall the board of adjustment grant a variance to allow a use not permissible under the terms of this chapter in the district involved, or any use expressly or by implication prohibited by the terms of this chapter in said district.

The applicant's request does not include a variance of use.

Conclusion

The applicant is requesting a variance from Section 601.01, which prohibits accessory structures from being placed in front of the primary structure of a lot. The applicant writes that at the time the property was rezoned, Cottage Court zoning was not available. The applicant states that as part of their commitment to improving the surrounding area, that they funded and built a major sewer extension, which helped adjacent parcels by supporting future development. The intention of the variance request is to prevent disturbing the hill side and existing trees. The applicant states that due to the unique topographic constraints, City-imposed access requirements, and their commitment to preserving the natural landscape and contributing to area infrastructure, they respectfully request a variance to allow a 510 square foot accessory structure to be placed in the front yard. The applicant states that the proposed design meets all dimensional requirements, including the 20-foot front setback, and reflects a thoughtful approach to responsible development.

Ultimately, the Board must find all six criteria to have been met for the approval of a variance request.

Public Comment

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

Conditions of Approval

The following conditions of the approval are below.

1. The approved variance shall be for the proposed layout and setbacks, as provided by the applicant within this application.
2. The applicant shall be required to obtain an approved building permit for the structure.

Section 301.10.c, Standards of Approval, of the Zoning Code

Standards for approval. A variance from the terms of this chapter shall not be granted by the board of adjustment unless and until:

(1) The applicant demonstrates that:

- a. special conditions and circumstances exist which are peculiar to the land, structure or building involved and which are not applicable to other lands, structures or buildings in the same district;
- b. that literal interpretation of the provisions of this chapter would deprive the applicant of rights commonly enjoyed by other properties in the same district under the terms of this chapter;
- c. that special conditions and circumstances do not result from the actions of the applicant; and,
- d. that granting the variance requested will not confer on the applicant any special privilege that is denied by this chapter to other lands, structures, or buildings in the same district.

(2) No nonconforming use of neighboring lands, structures, or buildings in the same district, and no permitted or nonconforming use of lands, structures, or buildings in other districts shall be considered grounds for the issuance of a variance.

(3) The board of adjustment shall further make a finding that the reasons set forth in the application justify the granting of the variance and that the variance is the minimum variance that will make possible the reasonable use of land, building or structure.

(4) The board of adjustment shall further make a finding that the granting of the variance will be in harmony with the general purpose and intent of this chapter, and will not be injurious to the neighborhood or otherwise detrimental to the public welfare.

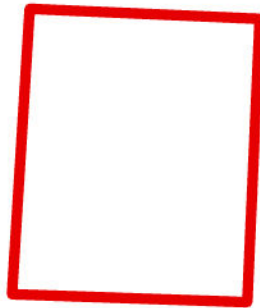
(5) *Conditions.* In granting any variance, the board of adjustment may prescribe appropriate conditions and safeguards that it deems necessary or desirable. Violations of such conditions and safeguards, when made a part of the terms under which the variance is granted, shall be deemed a violation of this chapter.

(6) *Uses.* Under no circumstances shall the board of adjustment grant a variance to allow a use not permissible under the terms of this chapter in the district involved, or any use expressly or by implication prohibited by the terms of this chapter in said district.



**Pending PC Item
Item**

NW A ST



NE TIGER BLVD

TIGER BLVD



VAR25-0016
Reeves
1202 NW A ST



Cole Reeves & Luke Jenkins
870-245-8505
reevesdesignandconstruction@gmail.com

July 7th,, 2025

To:

Board of Zoning Adjustment
City of Bentonville
c/o Planning Department
305 SW A Street
Bentonville, AR 72712

Re: Variance Request – Accessory Structure in Front Yard
Property Address: 1202 NW A Street
Parcel Number: 01-04532-000
Zoning District: R-2 (Medium-Density Residential)

1. Summary of Request

We respectfully request a variance from Section 601.01(d)(1) of the Bentonville Municipal Code, which prohibits accessory structures in the front yard.

We are proposing a 510-square-foot detached accessory structure, which will be set back a full 20 feet from the front property line in compliance with the required front setback. However, because the structure is located in front of the principal dwelling, a variance is required for placement within the front yard area.

2. Site Constraints and Project Background

This property is significantly impacted by two constraints:

- Topography: The rear of the lot contains steep hillsides and mature trees, making construction difficult and environmentally disruptive.
- Shared Access Easement: The City of Bentonville required a shared driveway and single curb cut, limiting circulation and rear yard access.

Due to these conditions, placing the accessory structure in the rear or side yards is impractical. The front yard is the only feasible location that allows safe access, efficient use of the lot, and protection of the existing trees and hillside.

3. Variance Criteria (per the 2025 Submittal Guide, p. 17)

a) Exceptional Conditions Exist

The combination of steep rear slopes and a city-required shared curb cut is an uncommon constraint, reducing usable area on the lot.

b) Hardship Not Self-Created

These site limitations existed prior to our development. They were shaped by the lot's natural features and city-imposed infrastructure standards.

c) No Harm to Public Welfare or Adjacent Properties

The proposed accessory structure:

- Meets the 20-foot front setback requirement,
- Will be designed to match the architectural character of the home,
- Will be maintained to a high standard and visually softened with appropriate landscaping.

d) Minimum Variance Necessary

We are not seeking any dimensional exceptions—only permission to locate the accessory structure in front of the primary residence due to unique site conditions.

e) Consistent with Zoning Intent

The variance supports practical development while preserving the neighborhood's natural features, and it aligns with the broader goals of orderly, context-sensitive planning.

4. Broader Context

At the time this property was rezoned, Cottage Court zoning was not available. As part of our commitment to improving this area, we funded and built a major sewer extension, helping bring utilities to adjacent parcels and supporting future development.

Preserving the trees and hillside behind the home remains a priority. Keeping this area untouched supports the visual and ecological connection to nearby public trails and enhances the character of the neighborhood.

5. Attachments

- Site plan showing structure location
- Property photos
- Structure elevations

6. Conclusion

Due to the unique topographic constraints, City-imposed access requirements, and our commitment to preserving the natural landscape and contributing to area infrastructure, we respectfully request a variance to:

- Allow a 510-square-foot accessory structure to be placed in the front yard.

The proposed design meets all dimensional requirements, including the 20-foot front setback, and reflects a thoughtful approach to responsible development.

Thank you for your time and consideration.

Sincerely,

Cole Reeves & Luke Jenkins

