



BENTONVILLE CITY COUNCIL AGENDA

Note – Due to health concerns related to COVID-19, and the current Federal recommendations to avoid gatherings of 10 or more people, some of all of the members of the City Council, as well as City staff members, are encouraged to attend this meeting by phone or other remote means. That being said, the Community Development Building will be open for the public to attend. Those that do attend will be asked to watch/listen to the meeting from the building's lobby. Attendees will only be allowed into Council chambers to make a public comment or to speak during any public hearing on the agenda. Those who do attend should observe the CDC recommendations concerning hygiene, the use of masks or other facial coverings, and social distancing (keeping at least 6 feet away from other persons present at the meeting). Moreover, no one should attend this meeting if they are experiencing any type of illness involving a fever, sneezing or coughing, or shortness of breath. Those wishing to make public comments who cannot or do not want to attend the meeting may do so by email submitted to cc.comments@bentonvillear.com by at least 4:00 p.m. on the day of the meeting and those comments will be communicated to the members of the Council and the Mayor. While emailed comments are encouraged, accommodation has also been made to allow Bentonville citizens to make "live" public comments orally in the event they cannot or do not feel comfortable attending the meeting in person. To do so, please send an email indicating a desire to make "live" oral public comments to cc.comments@bentonvillear.com by at least 4:00 p.m. on the day of the meeting and a reply email will be sent with instructions about how your comments can be made. Making comments will require you to register with your name, address, phone number and email address. The pre-existing limitations (3 minutes) and procedures with respect to oral public comments will still apply.

Regular City Council Meeting
Community Development
Planning Commission Meeting Room

Tuesday, May 12, 2020 6:00 p.m.
305 SW "A" Street

Public Comments on Tonight's Agenda Items (Limited Public Forum)
Questions, Comments and Discussion from City Council Members on Tonight's
Agenda
Call to Order

AGENDA

1. Planning:

1a. **Ordinance changing real estate from R-1, Single Family Residential to DN-1, Downtown Low-Density Residential, Stratford Assets I, LLC, 502 NW 3rd Street.**

(Pages 7-33)

The Planning Commission voted 6-0, recommending approval.

The Future Land Use Plan currently depicts this property as Low Density Residential. These areas include detached single-family residential properties. Originally, the applicant requested a rezoning to DN-2, Downtown Medium-Density Residential. However, on March 16, 2020, the applicant requested to amend the proposed rezoning to DN-1, Downtown Low-Density Residential. The DN-1 zoning district only allows single-family homes. Due to the site's compatibility with the Future Land Use Plan, its downtown location, and surrounding uses, staff recommends approval of the amended rezoning request to DN-1, Downtown Low-Density Residential.

1b. **Ordinance changing real estate from A-1, Agricultural & R-E, Residential Estate to R-1, Single Family Residential, Allan & Jennifer Bertrand, 1714 SW 2nd Street.**

(Pages 34-39)

The Planning Commission voted 6-0, recommending approval.

The Future Land Use Plan currently depicts this property Residential Estate. These areas include large detached single-family residential homes. According to the applicant's narrative, they intend to develop single-family homes and live on one of the rear lots that would be created with the new subdivision development. Any future development, that would exceed three single homes, would require Preliminary Plat approval. While the request is not consistent with the Future Land Use Plan, staff recommends approval of the rezoning request due to its compatibility with the surrounding residential zonings and adjacent existing development.

1c. **Ordinance changing real estate from A-1, Agricultural to C-2, General Commercial, Patton Family Trust, 1580 E Centerton Boulevard.**

(Pages 40-45)

The Planning Commission voted 6-0, recommending approval.

The Future Land Use Plan currently depicts this property as Residential Estate. Residential Estate areas typically include large detached single-family homes. At the time the Future Land Use Plan was prepared, the property was un-developed, greater than one acre in size, and in close proximity to existing residential development. The area is suited for a more General Commercial land use classification. General Commercial areas include uses that serve both nearby residents and those traveling from other parts of the city as well as the highway travelers. While the proposed zoning of C-2 is not consistent with the Future Land Use Plan, this property will serve as a transition between the two-family duplex & patio home residences to the north and

the 5 lane arterial road to the south. Appropriate uses in these areas include retail, restaurants, and services such as medical offices, hospitals and clinics. Staff recommends approval of the rezoning due to the site's location along an arterial street, as well as adjacent zonings and uses. East Centerton Boulevard contains a number of commercial uses along the corridor.

- 1d. **Ordinance accepting a property line adjustment of Lots 30-33, Block 7 of WA Burks Addition, Jared Faciszewski, NE Monroe Street, DN-2, Downtown Medium-Density Residential.**

(Pages 47-49)

The Planning Commission voted 6-0, recommending approval.

A property line adjustment of Lots 25-27, Block 7 of WA Burks Addition, creating new Lots 30-33. Lots 30 and 31 are +/- 0.13 acres; Lot 33 is +/- 0.15 acres. An alley was vacated per separate ordinance on the south property line of new Lot 30, necessitating the need for this property line adjustment. The plat dedicates a 15-foot utility easement along NE Monroe Street on all lots.

- 1e. **Ordinance accepting a property line adjustment of Lot 16, Block 2 of Armstrong Subdivision, Steven Trainor, 305 SE C Street, R-1, Single Family Residential.**

(Pages 50-52)

The Planning Commission voted 6-0, recommending approval.

The applicant is replatting Lots 2-4, Block 2 into new Lot 16, Block 2 of Armstrong Subdivision. There is an approximate 661 square feet right of way dedication (R/W) along SE C Street to bring this lot in conformance with the Master Street Plan, which has SE C Street classified as a Collector street, which requires 70 feet of right-of-way overall.

- 1f. **Ordinance accepting a lot split of Lots 87-88 of Stonegate Subdivision, Patton Family Trust, 1580 E Centerton Boulevard, A-1, Agricultural pending rezone to C-2, General Commercial.**

(Pages 53-56)

The Planning Commission voted 6-0, recommending approval.

A lot split of Lot 1 (+/- 3.85 acres) of Stonegate Subdivision, creating new Lot 87 (+/- 1.79 acres) and Lot 88 (+/- 1.28 acres) of Stonegate Subdivision. The plat dedicates various utility and access easements along both street frontages. The plat dedicates additional right-of-way along SW Tater Black Road (per the plat) and SW Centerton Boulevard (via separate document). Because these lots do not have access to public sewer, the applicant must receive ADH approval on a public main extension prior to filing.

- 1g. **Ordinance accepting a property line adjustment of Lots 1-2 of Park Central Addition, Newell Development, E Central Avenue and SE 2nd Street, DC, Downtown Core.**

(Pages 57-61)

The Planning Commission voted 6-0, recommending approval.

A property line adjustment for parts of Lots 1A, 2A-1, 3A of Rodney Sanders Addition and Tract B of Parkwood Addition and Parcels # 01-00541-002, 01-00398-000, 01-00398-001 creating new Lot 1 (+/- 1.22 acres) and Lot 2 (+/- 1.20 acres) of Park

Central Addition. The applicant is dedicating utility easements and additional right of way along SE 2nd Street. SE 2nd Street is classified as a Local street with 52 feet of right-of-way required overall.

2. Reappointment of David Short for a third three year term on the Tree and Landscape Advisory Committee. The term will expire on May 23, 2023. **(Pages 62-64)**
3. Resolution to authorize Mayor and Clerk to sign add-on agreement to 2015 Invoice Cloud agreement that add donations to our payment site. **(Pages 65-71)**
4. Amend Ordinance 2004-119 adding Section 2.3.8 to the Utility Terms and Conditions of Service creating an Emergency Utility Payment Extension Policy. **(Pages 72-76)**
5. Ordinance approving the Northwest Arkansas Regional Airport Authority Second Restated and Amended Agreement and authorizing the Mayor to execute and deliver said agreement. **(Pages 77-87)**
6. Ordinance adopting the "Bentonville Municipal Code" For some time, the City has been working to make its code of ordinances available online. Council previously approved an ordinance updating various sections in order to remove obsolete and outdated provisions of the old municipal code book. Those updates were provided to the Municipal Code Corporation, which has incorporated all changes into a new Bentonville Municipal Code, which will be made available online after approval of this ordinance. These are not new ordinances, but a complete compilation of ordinances of a general and permanent nature, codified for easier accessibility and reference. **(Pages 88-91)**
7. Request City Council approve the attached addition to Chapter 2 of the City Personnel Policy - Section 2.10 - Families First Coronavirus Response Act (FFCRA), which outlines how the City will operate emergency paid leaves and employee benefits during the coronavirus pandemic. **(Pages 92-96)**
8. Resolution authorizing the Mayor and Clerk to enter into a Professional Services Contract with Garver LLC for a project that includes a comprehensive assessment of the risks to and the resilience of, the City of Bentonville's drinking water system, and development of an Emergency Response Plan (ERP) that incorporates the findings of the Assessment, in compliance with all requirements of the America Water Infrastructure Act of 2018 (AWIA). The U.S. Environmental Protection Agency (U.S. EPA) requires certification of the completion of the assessment by December 31, 2020, and of the ERP by June 30, 2021. **(Pages 97-113)**
- 9a. Change Order 2 in the amount of \$169,983.01 for ILSD17-00012 - 090473 – Hwy. 102 SW I St. Interstate Improvements. (Bentonville) (S). This Change Order adds additional mill and overlay to the contract. Eighty percent (80%) of the price of the change order is reimbursable through the STP-A grant with ARDOT. **(Pages 114-133)**
- 9b. Budget Adjustment in the amount of \$169,983.01 for ILSD17-00012 - 090473 – Hwy. 102 SW I St. Interstate Improvements. (Bentonville) (S). This budget adjustment is for Schedule A of the contract. **(Pages 134-135)**



City Council Agenda Items
For City Council Meeting of May 12, 2020
From the May 5, 2020 Planning Commission Meeting

Ordinance changing real estate from R-1, Single Family Residential to DN-1, Downtown Low-Density Residential, Stratford Assets I, LLC, 502 NW 3rd Street.

The Planning Commission voted 6-0, recommending approval.

The Future Land Use Plan currently depicts this property as Low Density Residential. These areas include detached single-family residential properties. Originally, the applicant requested a rezoning to DN-2, Downtown Medium-Density Residential. However, on March 16, 2020, the applicant requested to amend the proposed rezoning to DN-1, Downtown Low-Density Residential. The DN-1 zoning district only allows single-family homes. Due to the site's compatibility with the Future Land Use Plan, its downtown location, and surrounding uses, staff recommends approval of the amended rezoning request to DN-1, Downtown Low-Density Residential.

Ordinance changing real estate from A-1, Agricultural & R-E, Residential Estate to R-1, Single Family Residential, Allan & Jennifer Bertrand, 1714 SW 2nd Street.

The Planning Commission voted 6-0, recommending approval.

The Future Land Use Plan currently depicts this property Residential Estate. These areas include large detached single-family residential homes. According to the applicant's narrative, they intend to develop single-family homes and live on one of the rear lots that would be created with the new subdivision development. Any future development, that would exceed three single homes, would require Preliminary Plat approval. While the request is not consistent with the Future Land Use Plan, staff recommends approval of the rezoning request due to its compatibility with the surrounding residential zonings and adjacent existing development.

Ordinance changing real estate from A-1, Agricultural to C-2, General Commercial, Patton Family Trust, 1580 E Centerton Boulevard.

The Planning Commission voted 6-0, recommending approval.

The Future Land Use Plan currently depicts this property as Residential Estate. Residential Estate areas typically include large detached single-family homes. At the time the Future Land Use Plan was prepared, the property was un-developed, greater than one acre in size, and in close proximity to existing residential development. The area is suited for a more General Commercial land use classification. General Commercial areas include uses that serve both nearby residents and those traveling from other parts of the city as well as the highway travelers. While the proposed zoning of C-2 is not consistent with the Future Land Use Plan, this property will serve as a transition between the two-family duplex & patio home residences to the north and the 5 lane arterial road to the south. Appropriate uses in these areas include retail, restaurants, and services such as medical offices, hospitals and clinics. Staff recommends approval of the rezoning due to the site's location along an

arterial street, as well as adjacent zonings and uses. East Centerton Boulevard contains a number of commercial uses along the corridor.

Ordinance accepting a property line adjustment of Lots 30-33, Block 7 of WA Burks Addition, Jared Faciszewski , NE Monroe Street, DN-2, Downtown Medium-Density Residential.

The Planning Commission voted 6-0, recommending approval.

A property line adjustment of Lots 25-27, Block 7 of WA Burks Addition, creating new Lots 30-33. Lots 30 and 31 are +/- 0.13 acres; Lot 33 is +/- 0.15 acres. An alley was vacated per separate ordinance on the south property line of new Lot 30, necessitating the need for this property line adjustment. The plat dedicates a 15-foot utility easement along NE Monroe Street on all lots.

Ordinance accepting a property line adjustment of Lot 16, Block 2 of Armstrong Subdivision, Steven Trainor, 305 SE C Street, R-1, Single Family Residential.

The Planning Commission voted 6-0, recommending approval.

The applicant is replatting Lots 2-4, Block 2 into new Lot 16, Block 2 of Armstrong Subdivision. There is an approximate 661 square feet right of way dedication (R/W) along SE C Street to bring this lot in conformance with the Master Street Plan, which has SE C Street classified as a Collector street, which requires 70 feet of right-of-way overall.

Ordinance accepting a lot split of Lots 87-88 of Stonegate Subdivision, Patton Family Trust, 1580 E Centerton Boulevard, A-1, Agricultural pending rezone to C-2, General Commercial.

The Planning Commission voted 6-0, recommending approval.

A lot split of Lot 1 (+/- 3.85 acres) of Stonegate Subdivision, creating new Lot 87 (+/- 1.79 acres) and Lot 88 (+/- 1.28 acres) of Stonegate Subdivision. The plat dedicates various utility and access easements along both street frontages. The plat dedicates additional right-of-way along SW Tater Black Road (per the plat) and SW Centerton Boulevard (via separate document). Because these lots do not have access to public sewer, the applicant must receive ADH approval on a public main extension prior to filing.

Ordinance accepting a property line adjustment of Lots 1-2 of Park Central Addition, Newell Development, E Central Avenue and SE 2nd Street, DC, Downtown Core.

The Planning Commission voted 6-0, recommending approval.

A property line adjustment for parts of Lots 1A, 2A-1, 3A of Rodney Sanders Addition and Tract B of Parkwood Addition and Parcels # 01-00541-002, 01-00398-000, 01-00398-001 creating new Lot 1 (+/- 1.22 acres) and Lot 2 (+/- 1.20 acres) of Park Central Addition. The applicant is dedicating utility easements and additional right of way along SE 2nd Street. SE 2nd Street is classified as a Local street with 52 feet of right-of-way required overall.

REZONING STAFF REPORT



Stratford Assets I, LLC

502 NW 3rd Street

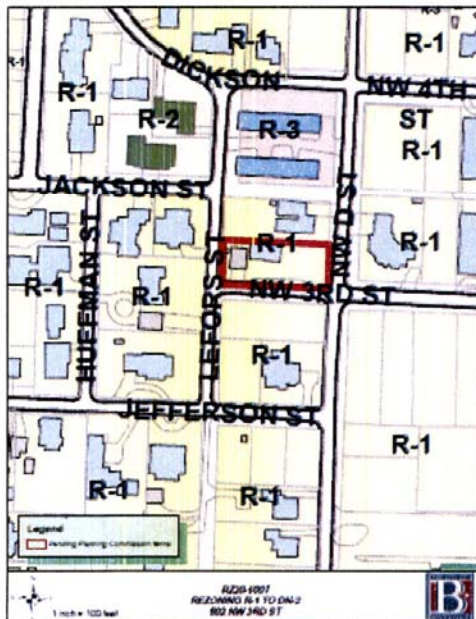
PC Date: 5/5/2020

Reviewer: Ali Worley, Planning Technician

Project Number	RZ20-0007
Applicant / Current Owner	Stratford Assets I, LLC 211 Edgehill Road Merion Station, PA 19066
Site Area	0.28 acres
Current Zoning	R-1, Single Family Residential
Requested Zoning	DN-1, Downtown Low-Density Residential
Future Land Use Map Designation	Low Density Residential (LDR)

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

Location Map



Property Description

This property is located at 502 NW 3rd Street and is currently zoned R-1, Single Family Residential. Adjacent zonings are R-1 to the north, south, east, and west.

Relationship to the General Plan

The Future Land Use Plan currently depicts this property as Low Density Residential. These areas include detached single-family residential properties.

Public Comment

Staff has received several public comments regarding this request in the form of phone calls, letters, and emails.

Analysis

Originally, the applicant requested a rezoning to DN-2, Downtown Medium-Density Residential. However, on March 16, 2020, the applicant requested to amend the proposed rezoning to DN-1, Downtown Low-Density Residential. The DN-1 zoning district only allows single-family homes.

Conclusion

Due to the site's compatibility with the Future Land Use Plan, its downtown location, and surrounding uses, staff recommends approval of the amended rezoning request to DN-1, Downtown Low-Density Residential.



CEI Engineering Associates, Inc.

ENGINEERS ■ SURVEYORS ■ LANDSCAPE ARCHITECTS ■ PLANNERS

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

February 10, 2020

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

RE: 502 NW 3rd Street Rezoning Application

Dear Planning Commission:

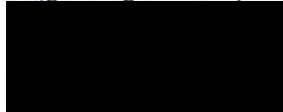
Please accept this narrative letter to accompany a formal request by Stratford Assets, LLC, owner of real property located in the City of Bentonville, for consideration of a rezoning of request for Benton County parcel #01-03159-000 from R-1, Single-family Residential to DN-2, Downtown Medium-density Residential. The property is approximately 0.27 acres located at 502 NW 3rd Street in Bentonville, AR.

This rezoning request is being proposed to allow flexibility of future redevelopment of the subject tract for a possible duplex, attached single family, or two family townhome construction. If approved, any proposed development will be consistent with the allowable uses under the current city of Bentonville zoning code for the DN-2 district. All necessary utilities for the proposed development are available on or adjacent to the subject tract and could serve the property without extending public utilities. Properties immediately surrounding the tract are zoned R-1 but within 500 feet there are several higher intensity zonings including R-2 and DN-2 properties and an R-3 zoned property within 100 feet to the north. With this in mind, we feel the DN-2 district will be compatible with the surrounding uses in a developing part of Bentonville.

Traffic generated by future development of the property would have limited impact on the surrounding local street network due to the small size of the property and limited development opportunities. Development of the property would be in keeping with access management standards of the city and any required rights of way would be dedicated with the redevelopment plan. Appearance of any redevelopment project would be in keeping with the surrounding neighborhood and current city requirements.

Thank you for your time and consideration in this matter.

Respectfully submitted,
CEI Engineering Associates, Inc.



Nate Bachelor, PE
Project Manager

Providing Consolidated Land Development Services

CALIFORNIA ■ TEXAS ■ ARKANSAS ■ MINNESOTA ■ PENNSYLVANIA

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF R-1, SINGLE FAMILY RESIDENTIAL TO DN-1, DOWNTOWN LOW-DENSITY RESIDENTIAL (PROJECT NUMBER: RZ20-0007).

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

LOT 1, HUFFMAN'S ADDITION, BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN IN PLAT RECORD "Y" AT PAGE 529, LESS AND EXCEPT THE NORTH 60 FEET.;
and,

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held May 5, 2020 in the Council Chambers of the City of Bentonville; and,

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

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

PASSED AND APPROVED this _____ day of _____, 2020.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

Alison Worley

From: Jon Stanley
Sent: Monday, April 06, 2020 10:18 AM
To: Dana Davis; Dana Davis; Elaine Kerr; Elaine Kerr; Jim Grider ; Jim Grider; Joe Haynie; Joe Haynie [REDACTED] Mary Jordan (mjordan@nwadg.com); Mike Jones (mjones@nwadg.com); Richard Binns; Richard Binns ([REDACTED] Rod Sanders; Rod Sander [REDACTED] Scott Eccleston; Scott Eccleston; Tyler Overstreet
Cc: Alison Worley; Brian Bahr; Ellen Norvell
Subject: FW: Opposed - Rezoning of 502 NW 3rd

PC Members,

Please see the below opposition the requested rezoning at this location. These will also be include in your PC agendas.
Thanks



Jon Stanley
Senior Planner
305 SW A Street
Bentonville, AR 72712
Office: 479.271.3122
Fax: 479.271-6807
www.bentonvillear.com

From: Lucy Kelley
Sent: Monday, April 06, 2020 10:08 AM
To: Elaine Kerr ; Jim Grider ; Joe Haynie ; Richard Binns ; Rod Sanders ; Scott Eccleston ; Dana Davis
Cc: Jon Stanley ; Mary Line ; Virginia Germann ; Lucy Kelley
Subject: Opposed - Rezoning of 502 NW 3rd

Dear Bentonville Planning Commission:

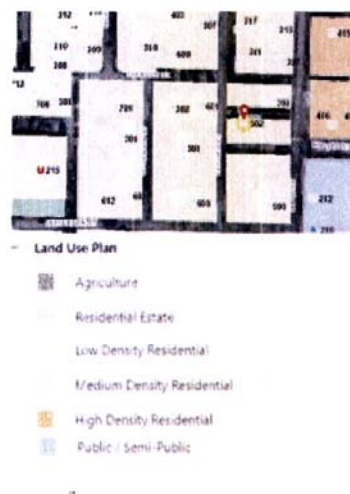
I am **opposed** to the intent to rezone the property at 502 NW 3rd Street in the Huffman Addition in Bentonville from R-1 Single-family Residence to DN-1 because:

1. Property is designated as R1 in the City Land Use Master Plan as indicated on map and legend below taken from the COB Master Map on-line.

2. We want to keep the character of this neighborhood as intended per Master Plan - Our downtown neighborhood is one of the only remaining that has large lots, old canopy trees and a quiet park-like setting...we would like it to remain that way...not every neighborhood downtown needs to be dense.

3. Rezoning to DN-1 has the strong potential of infringing the legacy Marilyn Bogle spent a lifetime cultivating for this quiet and beautiful neighborhood - an important reason we chose to live here.

4. Current out of state owners have shown little to no interest in maintaining or improving the property since vacated by last occupant i.e. no mowing, repairs, etc. despite numerous requests from neighbors - an indication of their lack of respect for the character of our neighborhood.



Please consider the broader scope, the precedent, and longer term, negative impact that this decision has on this very special, unique legacy area within the downtown perimeter.

Thank you,

Lucy Kelley

Alison Worley

From: Ellen Norvell
Sent: Tuesday, April 07, 2020 4:00 PM
To: Alison Worley
Subject: FW: Planning Commission

George has asked that this be forwarded to the Planning Commission members.

Ellen

From: George Spence
Sent: Tuesday, April 07, 2020 3:42 PM
To: Stephanie Orman <SOrman@bentonvillear.com>; Ellen Norvell <enorvell@bentonvillear.com>
Cc: Camille Thompson <CThompson@bentonvillear.com>; Tim Robinson <TRobinson@bentonvillear.com>
Subject: RE: Planning Commission

Same thing I said earlier. People are free to attend (respecting CDC guidelines) and comment. People are free to comment in writing by email (which has the advantage of not having a time limit). People are free to include in their comments that the item(s) they are concerned about should not be considered until we are back to more normal order.

The email as sent to the Mayor is a public comment for the Planning Commission meeting and should be forwarded to the Commission as a whole.

George Spence

From: Stephanie Orman <SOrman@bentonvillear.com>
Sent: Tuesday, April 7, 2020 3:30 PM
To: Ellen Norvell <enorvell@bentonvillear.com>
Cc: George Spence
Subject: FW: Planning Commission

From: Henry Green [REDACTED]
Sent: Tuesday, April 07, 2020 3:27 PM
To: Stephanie Orman <SOrman@bentonvillear.com>
Subject: Fwd: Planning Commission

I am resending this message due to a delivery failure previously. Thanks

----- Forwarded message -----

From: Henry Green
Date: Tue, Apr 7, 2020 at 3:23 PM

Subject: Planning Commission

To: <trobison@bentonvillear.com>, <soraman@bentonvillear.com>

Ms. Mayor, Mr. council member, I write to voice my concern over the Planning commissions decision to not provide public electronic access to tonight' commission meeting. I have been told that there will not be electronic access to the meeting, as there was last week for the tech meeting. The only way the public can comment is by appearing in person. If it is too dangerous to hold court, or to allow taxpayers access to the city offices, then how is it ok for the Planning commission to in essence continue the agenda without consideration of public input?

Why do I care? well I am concerned about an agenda item that has generated a great deal of neighborhood dissent. Those families and property owners are in essence being told that they have to risk their health to participate in the process. Is it not the commissions role to hear the voice of the community? And is it not our right to speak at city meetings? And are these agenda items so critical that they cannot be held until the world clears up? or a process is perfected?

Thank you,

--

H.A. "Andy" Green
Chief Experience Officer
Mesa Verde, LLC & Ozark Production Services, LLC
P.O. Box 2584
Bentonville, AR 72712


Please remember, an email sent is not necessarily an email received.

--

H.A. "Andy" Green
Chief Experience Officer
Mesa Verde, LLC & Ozark Production Services, LLC
P.O. Box 2584
Bentonville, AR 72712


Please remember, an email sent is not necessarily an email received.

Alison Worley

From: Jon Stanley
Sent: Monday, April 06, 2020 10:19 AM
To: Dana Davis; Dana Davis; Elaine Kerr; Elaine Kerr; Jim Grider ; Jim Grider; Joe Haynie; Joe Haynie [REDACTED]; Mary Jordan (mjordan@nwadg.com); Mike Jones (mjones@nwadg.com); Richard Binns; Richard Binns [REDACTED]; Rod Sanders; Rod Sanders [REDACTED]; Scott Eccleston; Scott Eccleston; Tyler Overstreet
Cc: Alison Worley; Brian Bahr; Ellen Norvell
Subject: FW: Rezoning of 502 NW 3rd, Bentonville

PC Members,

Please see the below opposition the requested rezoning at this location. These will also be include in your PC agendas.
Thanks

Jon Stanley
Senior Planner
305 SW A Street
Bentonville, AR 72712
Office: 479.271.3122
Fax: 479.271-6807
www.bentonvillear.com

-----Original Message-----

From: Jim Ward [REDACTED] >
Sent: Saturday, April 04, 2020 1:52 PM
To: Elaine Kerr <ekerr@bentonvillear.com>; Jim Grider <jgrider@bentonvillear.com>; Joe Haynie <jhaynie@bentonvillear.com>; Richard Binns <rbinns@bentonvillear.com>; Rod Sanders <rsanders@bentonvillear.com>; Scott Eccleston <seccleston@bentonvillear.com>; Dana Davis <ddavis@bentonvillear.com>; Jon Stanley <JStanley@bentonvillear.com>
Subject: Rezoning of 502 NW 3rd, Bentonville

Dear Bentonville Planning Commission:

As home owners living immediately across the street from 502 NW 3rd Street, we want to strenuously object to the rezoning being considered.

All the surrounding lots are currently R1 larger lots. We understand that we may be in an area of "planning" that encourages dense population but the REALITY of this neighborhood is one of larger houses and larger lots. Many of these, especially east of this proposed split, are new builds.

We have been professional real estate investors for over 20 years so we can understand a developer or owner trying to maximize their return. However, that desire for more money should not be a deciding factor in zoning or we might as well not even have zoning.

Jim and Vergean Ward

Alison Worley

From: Jon Stanley
Sent: Monday, April 06, 2020 10:20 AM
To: Dana Davis; Dana Davis; Elaine Kerr; Elaine Kerr; Jim Grider ; Jim Grider; Joe Haynie; Joe Haynie; [REDACTED] Mary Jordan (mjordan@nwadg.com); Mike Jones (mjones@nwadg.com); Richard Binns; Richard Binns (Richard.Binns@edwardjones.com); Rod Sanders; Rod Sanders [REDACTED] Scott Eccleston; Scott Eccleston; Tyler Overstreet
Cc: Alison Worley; Brian Bahr; Ellen Norvell
Subject: FW: Rezoning of 503 NW 3rd Street

PC Members,

Please see the below opposition the requested rezoning at this location. These will also be include in your PC agendas.
Thanks



Jon Stanley
Senior Planner
305 SW A Street
Bentonville, AR 72712
Office: 479.271.3122
Fax: 479.271-6807
www.bentonvillear.com

From: Susan Delacruz
Sent: Saturday, April 04, 2020 11:15 AM
To: Jon Stanley ; Elaine Kerr ; Jim Grider ; Joe Haynie ; Richard Binns ; Rod Sanders ; Scott Eccleston ; Dana Davis
Cc: Keith & Mary Line
Subject: Rezoning of 503 NW 3rd Street

Dear Bentonville Planning Commission:

We are opposed to the intent to rezone the property at 502 NW 3rd Street in the Huffman Addition in Bentonville from R-1 Single-family Residence to DN-1 because:

1. Property is designated as R1 in the City Land Use Master Plan as indicated on map and legend below taken from the COB Master Map on-line.

2. We want to keep the character of this neighborhood as intended per Master Plan - Our downtown neighborhood is one of the only remaining that has large lots, old canopy trees and a quiet park-like setting...we would like it to remain that way...not every neighborhood downtown needs to be dense.
3. Rezoning to DN-1 has the strong potential of infringing the legacy Marilyn Bogle spent a lifetime cultivating for this quiet and beautiful neighborhood - an important reason we chose to live here.
4. Current out of state owners have shown little to no interest in maintaining or improving the property since vacated by last occupant i.e. no mowing, repairs, etc. despite numerous requests from neighbors - an indication of their lack of respect for the character of our neighborhood.

We bought our house on NW Jefferson in 2013. It's three houses down from Bogle Park. We were attracted to this street because of it's beauty and charm and are delighted to be a part of this lovely downtown neighborhood. We are saddened to see some of the lots around us that once housed single one or two story homes become crammed with two or three homes that are now up to three stories tall. Please consider all of our neighbors' concerns before making a decision that affects so many of your tax paying constituents. Thank you.

Susan Delacruz

Sent from my iPhone

Alison Worley

From: Custom Covers [REDACTED]
Sent: Wednesday, March 04, 2020 10:17 AM
To: Planning
Subject: Property @ 502 NW 3rd st

I have to voice my concerns and complete disapproval of re-zoning the property at 502 NW 3rd st. If the property is divided the beautiful trees that are on that lot will end up cut down which is part of the charm of downtown. Not everyone wants to see another box house be put up against another one on a single lot. People in this neighborhood want this area to remain single family properties at low density. I hope the city starts looking at the box houses that are being built and realize you are allowing the charm of this town to be bought out.

Thank you,
Robin Reagan

Sent from my iPhone

NOTICE OF INTENT TO REZONE

Stratford Assets, LLC

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

R-1, Single-family Residential

to

DN-2, Downtown Medium-density Residential

The legal description of the property is as follows:

LOT 1, HUFFMAN'S ADDITION, BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN IN PLAT RECORD "Y" AT PAGE 529, LESS AND EXCEPT THE NORTH 60 FEET.

The common description of the property is: 502 NW 3rd St Bentonville, AR

Proposed land use: Medium Density Residential (MDR)

The public hearing will be held March 17, 2020 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 and deliver it to the City of Bentonville Planning Department, 305 S.W. 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:

Project is not in character with the neighborhood. Cannot believe property could/would meet zoning regulations

Bentonville, AR
72712

Bentonville, AR
72712

February 24, 2020

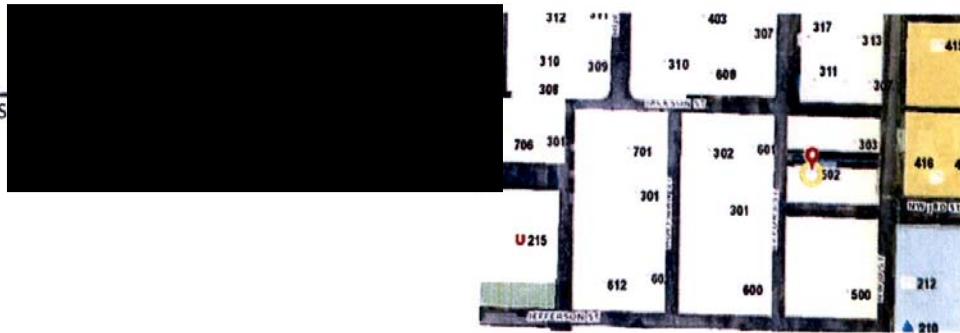
Mr. Jon Stanley
City of Bentonville
Planning Department
305 SW A Street
Bentonville, AR 72712

Dear Jon,

I am **opposed** to the intent to rezone the property at 502 NW 3rd Street in the Huffman Addition in Bentonville from R-1 Single-family Residence to DN-2 Downtown Medium Density because:

1. Property is designated as Low Density Residential in the City Land Use Master Plan as indicated on map and legend below taken from the COB Master Map on-line.
2. We want to keep the character of this neighborhood as intended per Master Plan.
3. Rezoning to medium density is an infringement on the legacy Marilyn Bogle spent a lifetime cultivating for this quiet and beautiful neighborhood - an important reason we chose to live here.
4. Current out of state owners have shown little to no interest in maintaining or improving the property since vacated by last occupant i.e. no mowing, repairs, etc. despite numerous requests from neighbors - an indication of their lack of respect for the character of our neighborhood.

Signed:



Land Use Plan

- Agriculture
- Residential Estate
- Low Density Residential
- Medium Density Residential
- High Density Residential
- Public / Semi-Public

NOTICE OF INTENT TO REZONE

Stratford Assets, LLC

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

R-1, Single-family Residential

to

DN-2, Downtown Medium-density Residential

The legal description of the property is as follows:

LOT 1, HUFFMAN'S ADDITION, BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN IN PLAT RECORD "Y" AT PAGE 529, LESS AND EXCEPT THE NORTH 60 FEET.

The common description of the property is: 502 NW 3rd St Bentonville, AR

Proposed land use: Medium Density Residential (MDR)

The public hearing will be held March 17 2020 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 and deliver it to the City of Bentonville Planning Department, 305 S.W. 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:

OUR NEIGHBORHOOD HAS A
DISTINCT PERSONALITY AND WE ARE
NOT READY TO CHANGE IT FOR OUT OF STATE
INVESTORS.

Signature and Physical Address

BENTONVILLE AR 72712

Signature and Physical Address

BENTONVILLE AR 72712

February 24, 2020

Mr. Jon Stanley
City of Bentonville
Planning Department
305 SW A Street
Bentonville, AR 72712

Dear Jon,

We are **opposed** to the intent to rezone the property at 502 NW 3rd Street in the Huffman Addition in Bentonville from R-1 Single-family Residence to DN-2 Downtown Medium Density because:

1. Property is designated as Low Density Residential in the City Land Use Master Plan as indicated on map and legend below taken from the COB Master Map on-line.
2. We want to keep the character of this neighborhood as intended per Master Plan.
3. Rezoning to medium density is an infringement on the legacy Marilyn Bogle spent a lifetime cultivating for this quiet and beautiful neighborhood - an important reason we chose to live here.
4. Current out of state owners have shown little to no interest in maintaining or improving the property since vacated by last occupant i.e. no mowing, repairs, etc. despite numerous requests from neighbors - an indication of their lack of respect for the character of our neighborhood.



Bentonville, AR 72712
Signature & Physical Address



Land Use Plan

- Agriculture
- Residential Estate
- Low Density Residential
- Medium Density Residential
- High Density Residential
- Public / Semi-Public

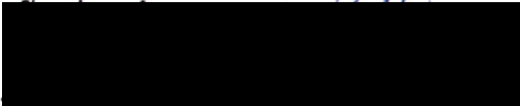
February 24, 2020

Mr. Jon Stanley
City of Bentonville
Planning Department
305 SW A Street
Bentonville, AR 72712

Dear Jon,

We are **opposed** to the intent to rezone the property at 502 NW 3rd Street in the Huffman Addition in Bentonville from R-1 Single-family Residence to DN-2 Downtown Medium Density because:

1. Property is designated as Low Density Residential in the City Land Use Master Plan as indicated on map and legend below taken from the COB Master Map on-line.
2. We want to keep the character of this neighborhood as intended per Master Plan.
3. Rezoning to medium density is an infringement on the legacy Marilyn Bogle spent a lifetime cultivating for this quiet and beautiful neighborhood - an important reason we chose to live here.
4. Current out of state owners have shown little to no interest in maintaining or improving the property since vacated by last occupant i.e. no mowing, repairs, etc. despite numerous requests from neighbors - an indication of their lack of respect for the character of our neighborhood.


Bentonville AR 72712

Signature & Physical Address



Land Use Plan

- Agriculture
- Residential Estate
- Low Density Residential
- Medium Density Residential
- High Density Residential
- Public / Semi-Public

February 24, 2020

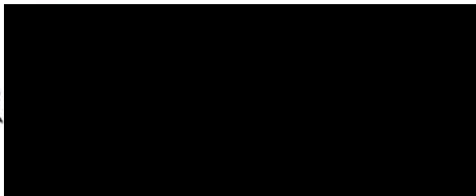
Mr. Jon Stanley
City of Bentonville
Planning Department
305 SW A Street
Bentonville, AR 72712

Dear Jon,

I am **opposed** to the intent to rezone the property at 502 NW 3rd Street in the Huffman Addition in Bentonville from R-1 Single-family Residence to DN-2 Downtown Medium Density because:

1. Property is designated as Low Density Residential in the City Land Use Master Plan as indicated on map and legend below taken from the COB Master Map on-line.
2. We want to keep the character of this neighborhood as intended per Master Plan.
3. Rezoning to medium density is an infringement on the legacy Marilyn Bogle spent a lifetime cultivating for this quiet and beautiful neighborhood - an important reason we chose to live here.
4. Current out of state owners have shown little to no interest in maintaining or improving the property since vacated by last occupant i.e. no mowing, repairs, etc. despite numerous requests from neighbors - an indication of their lack of respect for the character of our neighborhood.

Signed:



Bentonville, AR



Land Use Plan

- Agriculture
- Residential Estate
- Low Density Residential
- Medium Density Residential
- High Density Residential
- Public / Semi-Public

February 24, 2020

Mr. Jon Stanley
City of Bentonville
Planning Department
305 SW A Street
Bentonville, AR 72712

Dear Jon,

We are **opposed** to the intent to rezone the property at 502 NW 3rd Street in the Huffman Addition in Bentonville from R-1 Single-family Residence to DN-2 Downtown Medium Density because:

1. Property is designated as Low Density Residential in the City Land Use Master Plan as indicated on map and legend below taken from the COB Master Map on-line.
2. We want to keep the character of this neighborhood as intended per Master Plan.
3. Rezoning to medium density is an infringement on the legacy Marilyn Bogle spent a lifetime cultivating for this quiet and beautiful neighborhood - an important reason we chose to live here.
4. Current out of state owners have shown little to no interest in maintaining or improving the property since vacated by last occupant i.e. no mowing, repairs, etc. despite numerous requests from neighbors - an indication of their lack of respect for the character of our neighborhood.

Signed:

[Redacted Signature]

Signature & Physical Address

Bentonville



Land Use Plan

- Agriculture
- Residential Estate
- Low Density Residential
- Medium Density Residential
- High Density Residential
- Public / Semi-Public

February 24, 2020

Mr. Jon Stanley
City of Bentonville
Planning Department
305 SW A Street
Bentonville, AR 72712

Dear Jon,

I am **opposed** to the intent to rezone the property at 502 NW 3rd Street in the Huffman Addition in Bentonville from R-1 Single-family Residence to DN-2 Downtown Medium Density because:

1. Property is designated as Low Density Residential in the City Land Use Master Plan as indicated on map and legend below taken from the COB Master Map on-line.
2. We want to keep the character of this neighborhood as intended per Master Plan.
3. Rezoning to medium density is an infringement on the legacy Marilyn Bogle spent a lifetime cultivating for this quiet and beautiful neighborhood - an important reason we chose to live here.
4. Current out of state owners have shown little to no interest in maintaining or improving the property since vacated by last occupant i.e. no mowing, repairs, etc. despite numerous requests from neighbors - an indication of their lack of respect for the character of our neighborhood.

Signed:

Signature & Physical Address

Bentonville, AR



Land Use Plan

- Agriculture
- Residential Estate
- Low Density Residential
- Medium Density Residential
- High Density Residential
- Public / Semi-Public

February 24, 2020

Mr. Jon Stanley
City of Bentonville
Planning Department
305 SW A Street
Bentonville, AR 72712

Dear Jon,

We are **opposed** to the intent to rezone the property at 502 NW 3rd Street in the Huffman Addition in Bentonville from R-1 Single-family Residence to DN-2 Downtown Medium Density because:

1. Property is designated as Low Density Residential in the City Land Use Master Plan as indicated on map and legend below taken from the COB Master Map on-line.
2. We want to keep the character of this neighborhood as intended per Master Plan.
3. Rezoning to medium density is an infringement on the legacy Marilyn Bogle spent a lifetime cultivating for this quiet and beautiful neighborhood - an important reason we chose to live here.
4. Current out of state owners have shown little to no interest in maintaining or improving the property since vacated by last occupant i.e. no mowing, repairs, etc. despite numerous requests from neighbors - an indication of their lack of respect for the character of our neighborhood.

Signed:



Land Use Plan

- Agriculture
- Residential Estate
- Low Density Residential
- Medium Density Residential
- High Density Residential
- Public, Semi-Public

NOTICE OF INTENT TO REZONE

Stratford Assets, LLC

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

R-1, Single-family Residential

to

DN-2, Downtown Medium-density Residential

The legal description of the property is as follows:

LOT 1, HUFFMAN'S ADDITION, BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN IN PLAT RECORD "Y" AT PAGE 529, LESS AND EXCEPT THE NORTH 60 FEET.

The common description of the property is: 502 NW 3rd St Bentonville, AR

Proposed land use: Medium Density Residential (MDR)

The public hearing will be held March 17

2020

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 and deliver it to the City of Bentonville Planning Department, 305 S.W. 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:

I very much want to keep the character of this neighborhood per Master Plan and not support a change of Master Plan. The very unique character of this neighborhood

Signature and Physical Address

*Bentonville, AR
72712*

NOTICE OF INTENT TO REZONE

Stratford Assets, LLC

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

R-1, Single-family Residential

to

DN-2, Downtown Medium-density Residential

The legal description of the property is as follows:

LOT 1, HUFFMAN'S ADDITION, BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN IN PLAT RECORD "Y" AT PAGE 529, LESS AND EXCEPT THE NORTH 60 FEET.

The common description of the property is: 502 NE 3rd St Bentonville, AR

Proposed land use: Medium Density Residential (MDR)

The public hearing will be held March 17, 2020 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 and deliver it to the City of Bentonville Planning Department, 305 S.W. 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:

I prefer SFH for our neighborhood...

Signature

Address

Signature and Physical Address

Bentonville, AR 72712

February 24, 2020

Mr. Jon Stanley
City of Bentonville
Planning Department
305 SW A Street
Bentonville, AR 72712

Dear Jon,

We are **opposed** to the intent to rezone the property at 502 NW 3rd Street in the Huffman Addition in Bentonville from R-1 Single-family Residence to DN-2 Downtown Medium Density because:

1. Property is designated as Low Density Residential in the City Land Use Master Plan as indicated on map and legend below taken from the COB Master Map on-line.
2. We want to keep the character of this neighborhood as intended per Master Plan.
3. Rezoning to medium density is an infringement on the legacy Marilyn Bogle spent a lifetime cultivating for this quiet and beautiful neighborhood - an important reason we chose to live here.
4. Current out of state owners have shown little to no interest in maintaining or improving the property since vacated by last occupant i.e. no mowing, repairs, etc. despite numerous requests from neighbors - an indication of their lack of respect for the character of our neighborhood.

Signed:

[Redacted Signature]

Bentonville, Ar 72712



From: Dave Burris <[REDACTED]>
Sent: Monday, February 24, 2020 10:19 AM
To: Jon Stanley
Subject: 501 NW 3rd Street - rezone

Jon,
I am writing to let you know that as a neighbor, I am not in favor of the rezone from R-1 to DN-2. I feel the visions set forth in the Land Use plan confirm lower density residential, and feel this should be followed.

Rezoning would allow for townhouse or two family on this smaller lot, and the rezone seems to be an effort to maximize profits rather than maximize character. If their goal was to increase setbacks for a single family, DN-1 would have been the proper rezone.

Thank you.

[REDACTED]
Dave P Burris AIA
LEED AP

From: Scott Crossett <scott@csarecruiters.com>
Sent: Wednesday, March 04, 2020 4:43 PM
To: Jon Stanley
Cc: Lisa Crossett
Subject: Oppose rezoning of 502 NW 3rd

Mr. Stanley,

I appreciate the work and considerations of the planning commission. As someone that lives within a few hundred yards, I want to express opposition of the rezoning request for 502 NW 3rd St. for several reasons.

First, this small strip of road is a high traffic area for R.E. Baker school before 8am and around 3pm. It may not be obvious from a map view, but if you travel this road during this time you will understand. Because of the traffic flow leaving the West parking lot of Old High that travels to the north (causing a bottleneck at the stop sign), the cars travelling East on Jefferson avoid the stop sign at the end of Jefferson by turning left onto LeFors and then turn right onto 3rd street (exactly where this property is located) to take kids to R.E. Baker or to head through the square on their way to work. Also, traffic coming from the north (Bella Vista Way and other connectors) weave through and turn from LeFors onto 3rd Street at this property to take kids to/from R.E. Baker and Old High. This property being rezoned would likely create additional driveways and possibly cars parked on the side of the road of an already distressed traffic situation before and after school. It is also a busy street for kids walking home from school. Second, if this property gets rezoned then the property directly across the street gets rezoned also, which will make that section of the road a complete mess, both from traffic, but also because it would be out of character with the neighborhood of single family homes that pride themselves on yards and organically increasing their property values.

Third, my family has lived at 208 NW F Street for 7 years. When we moved-in, we did not have drainage problems, but since downtown has developed, the drainage, flooding and overflows have started to become very problematic and the city needs to invest in drainage infrastructure in the Northwest quadrant of the square before allowing for greater density. The neighbor behind my house is still on septic tank (how is this possible?) and when her yard floods to my yard, her septic is spread everywhere. This needs to be planned for and it's starting to get crazy. When I say "flood", I'm talking about 2 feet deep of water covering my entire back yard and front yard because the 5 foot deep drainage ditch can't hold all the water that is directed to it from the square when we have hard rains or rains for extended periods. In the last few weeks, the planning commission I assume, approved subdividing a single lot on Jefferson Street into 3 lots and did not add drainage or run sewer to this neighbor on septic tank that adjoins these newly created properties, which makes very little sense to our neighbors.

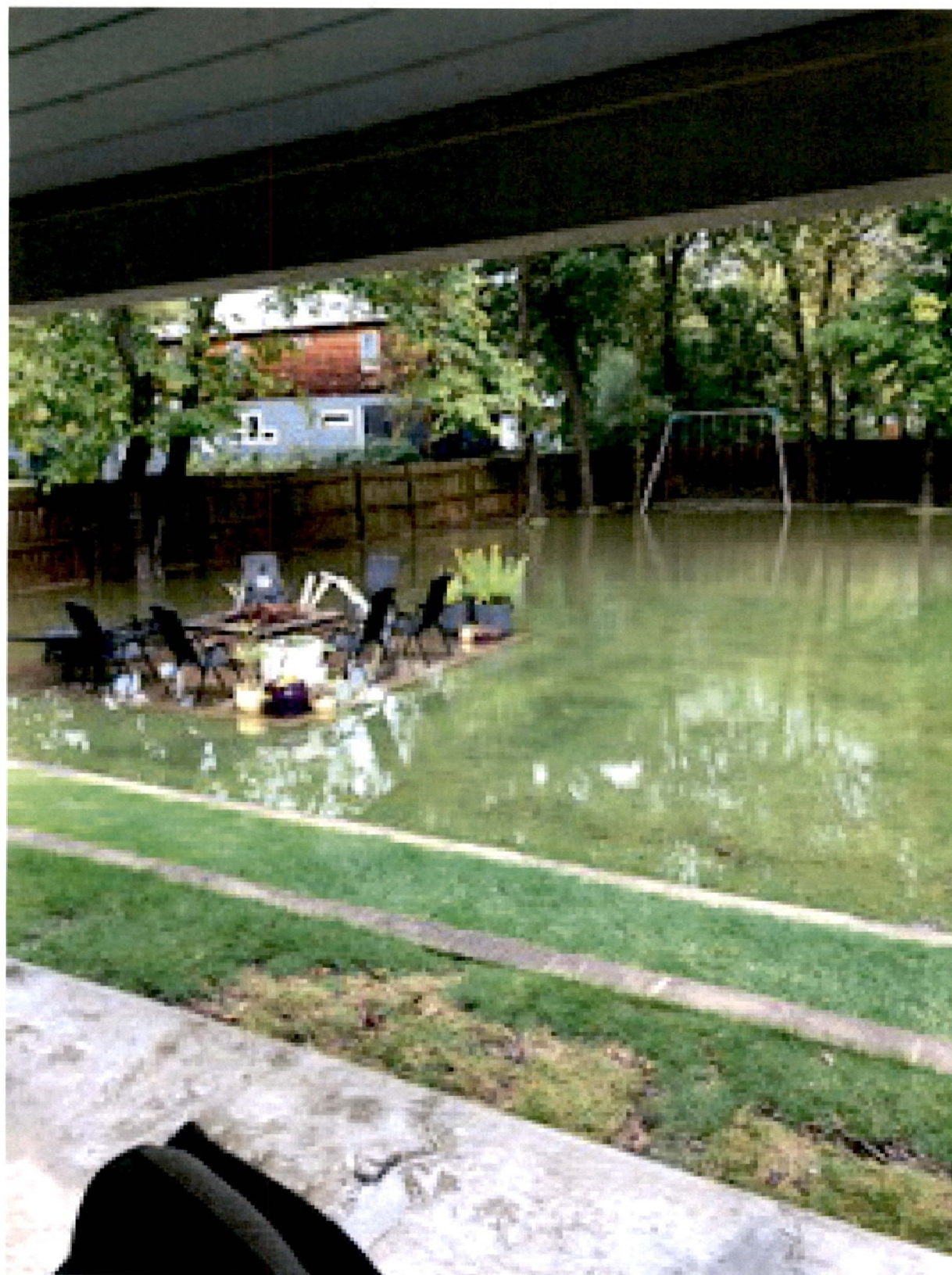
Last, the property on 502 NW 3rd St. already has high-value as a single family dwelling. If the property owner does not wish to have a single family dwelling here, there is a market for someone that will purchase this property without rezoning it. There should not be an expectation that the city will turn all old homes into higher density without respect for the neighborhoods or current zoning standards. How could anyone confidently purchase a family home if they knew the city will always approve the property next door to be a condo at anyone's request and without strong cause...

Thank you for your consideration. Please don't start setting new precedence and hopefully some areas of the downtown can maintain boundaries for single family, including the Northwest quadrant surrounding Bogle Park.
Glad to discuss any time. 479-466-7792

Scott Crossett

[REDACTED] tes

file:///I:/...G%20COMMISSIONS_/20_PC/1ST%20QTR/3-17-20/RZ20-0007_Stratford%20Assets%20I/Opposition%20Letter%203-4-20.txt[3/5/2020 7:43:07 AM]



REZONING STAFF REPORT



Bertrand

1712 & 1714 SW 2nd Street

PC Date: 4/7/2020

Reviewer: Jon Stanley, Senior Planner

Project Number	RZ20-0013
Applicant / Current Owner	North West Baptist Association PO Box 2120 Bentonville AR, 72712 Allan & Jennifer Bertrand 1714 SW 2 nd Street Bentonville, AR 72712
Site Area	+/- 5.66 Acres
Current Zoning	A-1, Agricultural & R-E, Residential Estate
Requested Zoning	R-1, Single Family Residential
Future Land Use Map Designation	Residential Estates (RE)

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

Location Map



Property Description

This property is located at 1712 & 1714 SW 2nd Street and surrounded by R-E, Residential Estate, R-1 Single Family Residential and A-1, Agricultural zonings. The current use of the property is a single-family residence.

Relationship to the General Plan

The Future Land Use Plan currently depicts this property Residential Estate. These areas include usually include large detached single-family residential homes.

Public Comment

Staff has received public comments regarding this request in the form of phone calls for clarification but there has been no formal written opposition submitted.

Analysis

The sites existing residential use and being surrounded by single-family residential development may justify a rezoning to R-1, Single-Family Residential. According to the applicant's narrative, they intend to develop single-family homes and live on one of the rear lots that would be created with the new subdivision development. Any future development, that would exceed three single homes, would require Large Scale Development or Preliminary Plat approval.

Conclusion

While the request is not consistent with the Future Land Use Plan, staff recommends approval of the rezoning request due to its compatibility with the surrounding residential zonings, adjacent existing development, and the applicants' intent to develop larger single-family lots.



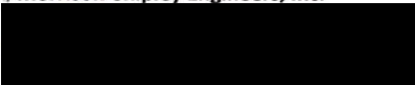
March 2, 2020

City of Bentonville
305 SW A Street
Bentonville, AR 72712

Re: Parcels: 01-00899-000; 01-10473-000; & 15-15962-000
Rezone Request

Northwest Baptist Association and The Clarks are requesting to rezone their properties from Agricultural (A-1) and Residential Estate (R-E) to a mix of Residential Office (R-O) and Low Density Residential (R-1). The owners intend to sale the property to the future owners who would like to construct a small subdivision with intentions of living on the rear lots. Most of the property will be rezoned to R-1 with only the property fronting SW 2nd Street being rezoned to R-O. The intended use, signage, appearance and traffic will also be consistent with the surrounding neighborhoods. Based on concepts prepared to date, there are only two R-O lots proposed, one at 80'x180' and the other 100'x180'. The remaining will be broken up into a variety of sizes of single-family residential lots. The property has access to an existing 6" sewer main on the north side of the property and an 8" water main on the south side of the property that will serve the development.

Respectfully,
Morrison-Shipley Engineers, Inc.



Patrick Foy, PE
Project Manager

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF A-1, AGRICULTURAL AND R-E, RESIDENTIAL ESTATE TO R-1, SINGLE FAMILY RESIDENTIAL (PROJECT NUMBER: RZ20-0013).

WHEREAS, Glynn & Jennifer Bertrand duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present zoning classification of A-1, Agricultural and R-E, Residential Estate to R-1, Single Family Residential to be used in accordance with city zoning laws and state laws, which property is described as follows:

PART OF LOT 4, APPLGATE NORTH ADDITION, RECORD PLAT P4-806, FILED JUNE 20, 2002, AND PART OF THE WEST-HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER (W1/2 SE1/4 SW1/4), ALL IN SECTION 25, TOWNSHIP 20 NORTH, RANGE 31 WEST, BENTONVILLE, BENTON COUNTY, ARKANSAS, BEING PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID WEST-HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER (W1/2 SE1/4 SW1/4) OF SECTION 25. THENCE BY BEARING AND DISTANCE (BASIS OF BEARING, GRID NORTH), SOUTH 87°30'49" EAST A DISTANCE OF 320.15 FEET; THENCE NORTH 01°41'31" EAST A DISTANCE OF 42.70 FEET TO THE SOUTHERNMOST SOUTHWEST CORNER OF LOT 4, APPLGATE NORTH ADDITION; THENCE NORTH 01°41'31" EAST ALONG THE WEST LINE OF SAID LOT 4 A DISTANCE OF 180.02 FEET TO THE POINT OF BEGINNING; THENCE NORTH 01°41'31" EAST CONTINUING ALONG SAID WEST LINE OF LOT 4 A DISTANCE OF 505.14 FEET; THENCE NORTH 09°08'05" EAST CONTINUING ALONG SAID WEST LINE OF LOT 4 A DISTANCE OF 102.79 FEET; THENCE NORTH 67°26'21" EAST CONTINUING ALONG SAID WEST LINE OF LOT 4 A DISTANCE OF 82.52 FEET; THENCE NORTH 01°27'27" EAST CONTINUING ALONG SAID WEST LINE OF LOT 4 A DISTANCE OF 322.35 FEET TO THE NORTHWEST CORNER OF SAID LOT 4; THENCE SOUTH 39°29'14" EAST ALONG THE NORTH LINE OF SAID LOT 4 A DISTANCE OF 255.11 FEET; THENCE SOUTH 38°06'43" EAST CONTINUING ALONG SAID NORTH LINE A

DISTANCE OF 70.16 FEET TO THE SOUTHWESTERLY LINE OF FOXGLOVE ADDITION, BLOCK 2; THENCE SOUTH 50°07'54" EAST ALONG SAID SOUTHWESTERLY LINE A DISTANCE OF 73.23 FEET; THENCE SOUTH 01°51'03" WEST ALONG THE WEST LINE OF SAID FOXGLOVE ADDITION, BLOCK 2, A DISTANCE OF 195.33 FEET TO THE NORTHWEST CORNER OF FOXGLOVE ADDITION, BLOCK 1; THENCE SOUTH 02°27'25" WEST ALONG THE WEST LINE OF SAID FOXGLOVE ADDITION, BLOCK 1, A DISTANCE OF 490.16 FEET TO THE SOUTHEAST CORNER OF SAID LOT 4, APPEL GATE NORTH ADDITION; THENCE SOUTH 89°32'36" WEST ALONG THE SOUTH LINE OF SAID LOT 4 A DISTANCE OF 110.81 FEET; THENCE LEAVING SAID SOUTH LINE, NORTH 72°46'01" WEST A DISTANCE OF 51.52 FEET; THENCE NORTH 87°12'16" WEST A DISTANCE OF 190.27 FEET TO THE POINT OF BEGINNING.; and,

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held May 5, 2020 in the Council Chambers of the City of Bentonville; and,

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

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

PASSED AND APPROVED this _____ day of _____, 2020.

APPROVED:

ATTEST:

MAYOR

CITY CLERK

Alison Worley

From: Ken Kelly [REDACTED]
Sent: Monday, April 06, 2020 7:49 PM
To: Planning
Cc: barbarasgardens
Subject: Proposed rezoning of Glynn and Jennifer Bertrand property (Parcels: 01-00899-000; 01-10473-000; & 15-15962-000)

As Bentonville residents for most of our lives, we appreciate the opportunity to share our thoughts with you today. We welcome any opportunity to improve Bentonville and each of its individual neighborhoods, and would like to ensure that this proposal does, indeed, improve surrounding neighborhoods, as well as Bentonville in general. As this proposal is not in line with the Future Land Use Plan, we would request that the committee ensure that this proposal is better for Bentonville than the proposed plan. We would like to use this time to voice a couple of concerns that we would like to be taken into consideration as you move forward. First, there is already a flooding issue for several houses on the west side of the Fox Glove subdivision, so we would kindly ask that you ensure your plans either help alleviate some of those issues or at least do not make them worse. We would also like to highlight the abundant green spaces around this area, and hope that you work to maintain as much green space as possible. Lastly, we would like to request that you keep the proposed housing requirements, at a minimum, in line with surrounding neighborhoods to continue to improve our community. This includes minimum square footage housing requirements, competitive housing prices at least in the current \$350,000 to \$550,000 range, and privacy covenants that maintain current privacy levels for all residents (privacy fencing, privacy screening with evergreens or other similar trees, etc.).

Regarding the proposed office at the front of the property, our primary concern is ensuring that traffic flows are not disruptive, and that the signage is not intrusive or unsightly to surrounding residents. Existing signage for the church already causes excessive lighting issues at night, and we ask that new signage does not add to that issue. Thank you very much for allowing us to voice our opinions and concerns.

Regards,
Ken and Barbara Kelly

Alison Worley

From: Wilson, Kevin [REDACTED]
Sent: Monday, April 06, 2020 2:06 PM
To: Planning
Subject: Proposed rezoning of Glynn and Jennifer Bertrand property

Planning Commission,

We welcome development that is consistent with the surrounding neighborhoods and increases the value and livability of the area. We ask that any development serves to protect and expand green space and enhances the community we share.

A quick check of Zillow.com indicates that valuations of homes that border this property range anywhere between \$350k and \$550k.

Best regards,

Kevin Wilson

The information contained in this message may be confidential and legally protected under applicable law. The message is intended solely for the addressee(s). If you are not the intended recipient, you are hereby notified that any use, forwarding, dissemination, or reproduction of this message is strictly prohibited and may be unlawful. If you are not the intended recipient, please contact the sender by return e-mail and destroy all copies of the original message.

REZONING STAFF REPORT



Patton Family Revocable Trust

1580 East Centerton Blvd.

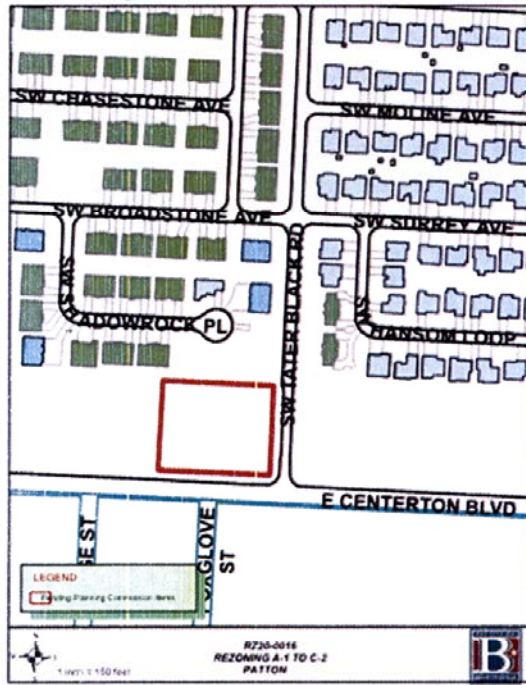
PC Date: 5/5/2020

Reviewer: Jon Stanley, Senior Planner

Project Number	RZ20-0016
Applicant / Current Owner	Patton Family Revocable Trust 3401 SW 4 th Street Bentonville, AR 72712
Site Area	+/- 1.28 acres
Current Zoning	A-1, Agricultural
Requested Zoning	C-2, General Commercial
Future Land Use Map Designation	Residential Estates (RE)

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

Location Map



Property Description

This property is located at the southwest corner of the intersections of East Centerton Boulevard & SW Tater Black Road. Adjacent zonings are R-2, Duplex & Patio Home Residential to the north, C-2, General Commercial to the east, -1 Agricultural to the west and west and City of Centerton to the south.

Relationship to the General Plan

The Future Land Use Plan currently depicts this property as Residential Estate. Residential Estate areas typically include large detached single-family homes and may include public uses that support residents. At the time the Future Land Use Plan was prepared, the property was un-developed, greater than one acre in size, and in close proximity to existing residential development. The area is suited for a more General Commercial land use classification. General commercial areas include uses that serve both nearby residents and those traveling from other parts of the city as well as the highway travelers.

Public Comment

Staff has received public comment regarding this request. Please see the attached opposition letter.

Analysis

While the proposed zoning of C-2 is not consistent with the Future Land Use Plan, this property will serve as a transition between the two-family duplex & patio home residences to the north and the 5 lane arterial road to the south. C-2, General Commercial, areas should include uses that serve both nearby residents and those coming from other parts of the city or region. Appropriate uses in these areas include retail, restaurants, and services such as medical offices, hospitals and clinics.

Conclusion

Staff recommends approval of the rezoning due to the site's location along an arterial street, adjacent zonings and uses. East Centerton Boulevard contains a number of commercial uses along the corridor.



901 N 47th Street, Suite 400
Rogers, AR 72756

479.636.4838 (ph)
479.631.6224 (fax)

March 30, 2020

Bentonville Current Planning
305 SW A Street
Bentonville, AR 72712

RE: Rezoning of Property for Intuitive Clinic
CTA Job #20101900

Staff,

On behalf of our clients we would like to formally request a zoning change for this project from A-1, Agricultural to C-2, General Commercial District. The property is currently owned by James M. Patton and Brenda D. Patton, Trustees, The Patton Family Revocable Trust. This group is under contract to sell a portion of their land holdings to Acquisition Advisors, LLC for the purpose of developing and medical office clinic.

Under the current zoning, a medical clinic is not allowed and this has prompted the request to C-2, General Commercial district which would allow a clinic "by right". This property is at the intersection of Tater Black Road and Centerton Blvd. (Hwy 102) where other commercial endeavors are located. Being a clinic, the traffic generated by this facility will be less intense than other sales related businesses in the area. There will be an emergency room at this facility that will be able to handle less critical emergency needs. There will be signage on the building with the possibility of a ground mounted monument sign as well. The building will be predominantly clad in brick and stone with some additional cast stone accents. Due to some other developments in the area and particularly across Tater Black, there is the ability for this property to connect to 8" sanitary sewer service and provide extensions to properties to the west. Additionally there is an 8" water line across Tater Black that will be extended to this site and to other properties to the west.

Overall this parcel is set for development with infrastructure in place, and will be an additional asset to the Bentonville community.

Thank you.


Barry R. Williams, ASLA

www.craftontull.com

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF A-1, AGRICULTURAL TO C-2, GENERAL COMMERCIAL (PROJECT NUMBER: RZ20-0016).

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

PART OF LOT 1 OF STONEGATE SUBDIVISION, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT RECORD 2005 AT PAGE 1304, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF LOT 1 OF SAID STONEGATE SUBDIVISION; THENCE ALONG THE NORTH LINE THEREOF S87°13'06"E 368.14 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTH LINE S87°13'06"E 262.29 FEET; THENCE LEAVING SAID NORTH LINE S02°15'56"W 211.05 FEET TO THE NORTH RIGHT-OF-WAY OF HIGHWAY 102 AS DESCRIBED IN DEED RECORD 2011 AT PAGE 41344; THENCE ALONG SAID NORTH RIGHT-OF-WAY N87°16'53"W 7.42 FEET; THENCE ALONG SAID NORTH RIGHT-OF-WAY N87°23'19"W 257.42 FEET; THENCE LEAVING SAID NORTH RIGHT-OF-WAY N02°57'28"E 211.81 FEET TO THE POINT OF BEGINNING, CONTAINING 1.28 ACRES, MORE OR LESS AND SUBJECT TO ANY AND ALL EASEMENTS OF RECORD OR FACT.; and,

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held May 5, 2020 in the Council Chambers of the City of Bentonville; and,

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

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

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

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

PASSED AND APPROVED this _____ day of _____, 2020.

APPROVED:

ATTEST:

MAYOR

CITY CLERK

NOTICE OF INTENT TO REZONE

The Patton Revocable Family Trust has requested the Bentonville Planning

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

A-1 to C-2

The legal description of the property is as follows:

See Attached

The common description of the property is: Northwest Corner of SW Tater Black Road and HWY 12

Proposed land use: Medical Clinic

The public hearing will be held May 5, 2020 at 5:00 p.m. It will be held at 305 SW A Street.

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

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

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

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

☐ I/we have no objections to the rezoning.

☒ I/we object to the rezoning because:

See attached

Signature

Printed Name

Physical Address

Leslye Schiff

[REDACTED]
Austin, TX 78735

4/22/20

RE: 4109 SW Shadow Rock Place
Bentonville, AR

To Whom It May Concern:

This is in regard to the notice of intent to rezone. I object to the rezoning as I am concerned about the extra noise from people coming and going as well as the lighting that will now back up to my house. I also have concern with Ambulances entering the facility with sirens on.

T [REDACTED]
Leslye Schiff



Consent Agenda Items

For Planning Commission meeting of May 5, 2020

Reviewer: Tyler Overstreet, Senior Planner, AICP

- ❖ At the Technical Review meeting held on April 28, 2020 the Planning Commission requested these items be placed on the consent agenda. The descriptions below shall serve as the staff report for each of the consent agenda items.

Property Line Adjustment: Lots 30-32, Block 7, WA Burks Addition, Faciszewski, NE Monroe Street, DN-2 Downtown Medium-Density Residential, PLA20-0015

Property line adjustment of Lots 25-27, Block 7 of WA Burks Addition, creating new Lots 30-33. Lots 30 and 31 are +/- 0.13 acres; Lot 33 is +/- 0.15 acres. An alley was vacated per separate ordinance on the south property line of new Lot 30, necessitating the need for this property line adjustment. The plat dedicates a 15-foot utility easement along NE Monroe Street on all lots.

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

Property Line Adjustment: Lot 16, Block 16, Armstrong Addition, Trainor, 305 SE C Street, R-1, Single-Family Residential, PLA20-0022

The applicant is replatting Lots 2-4, Block 2 Armstrong Subdivision into new lot 16, Block 16 Armstrong Subdivision. There is an approximate 661 square feet right of way dedication (R/W) along SE C Street to bring this lot in conformance of with the master street plan, which has SE C Street classified as a collector street, which requires 70' of R/W overall.

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



ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF LOTS
30-33, BLOCK 7 OF WA BURKS ADDITION TO THE CITY OF
BENTONVILLE, ARKANSAS (PROJECT NUMBER: PLA20-0015).**

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the property line adjustment of Lots 30-33, Block 7 of WA Burks Addition of the City of Bentonville, Benton County, Arkansas was submitted to the Bentonville Planning Commission on May 5, 2020; and,

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

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

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

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

Section 1: That the property line adjustment of Lots 30-33, Block 7 of WA Burks Addition to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes.

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

PASSED AND APPROVED this _____ day of _____, 2020.

APPROVED:

ATTEST:

MAYOR

CITY CLERK



ORDINANCE NO. _____

AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF LOT 16, BLOCK 2 OF ARMSTRONG SUBDIVISION TO THE CITY OF BENTONVILLE, ARKANSAS (PROJECT NUMBER: PLA20-0022).

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the property line adjustment of Lot 16, Block 2 of Armstrong Subdivision of the City of Bentonville, Benton County, Arkansas was submitted to the Bentonville Planning Commission on May 5, 2020; and,

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

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

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

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

Section 1: That the property line adjustment of Lot 16, Block 2 of Armstrong Subdivision to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes.

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

PASSED AND APPROVED this _____ day of _____, 2020.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

LOT SPLIT STAFF REPORT



Lots 87 & 88 Stonegate Subdivision

1580 East Centerton Blvd.

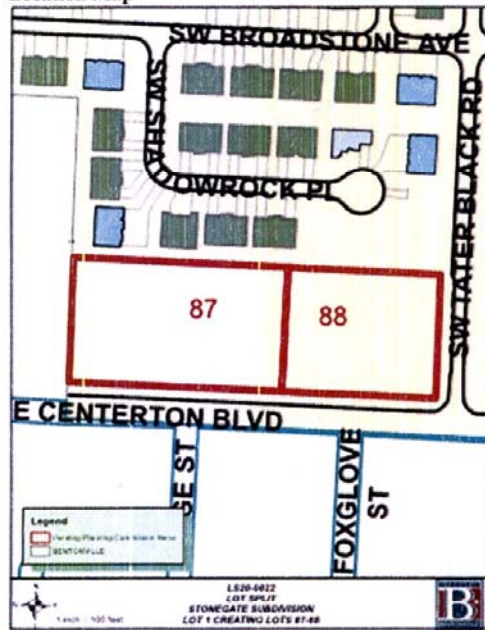
PC Date: 5/5/2020

Reviewer: Jon Stanley, Senior Planner

Project Number	LS20-0022
Applicant / Current Owner	Patton Family Revocable Trust 3401 SW 4 th Street Bentonville, AR 72712
Site Area	+/- 3.85 acres
Current Zoning	A-1, Agricultural pending rezoning to C-2 on this PC agenda 5-5-20
Future Land Use Map Designation	Residential Estates (RE)

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

Location Map



Property Description

This approximately 3.85 acre property is located at the southwest corner of the intersections of East Centerton Boulevard & SW Tater Black Road. Adjacent zonings are R-2, Duplex & Patio Home Residential to the north, C-2, General Commercial to the east, A-1 Agricultural to the west, and City of Centerton to the south.

Project Details

A lot split of Lot 1 (+/- 3.85 acres) of Stonegate Subdivision, creating new Lot 87 (+/- 1.79 acres) and Lot 88 (+/- 1.28 acres) of Stonegate Subdivision. The plat dedicates various utility and access easements along both street frontages. The plat dedicates additional right-of-way along SW Tater Black Road (per the plat) and SW Centerton Boulevard (via separate document). Because these lots do not have access to public sewer, the applicant must receive ADH approval on a public main extension prior to filing.

Waivers

There are no waivers requested with this lot split.

Conclusion

This lot split does meet the minimum requirements of the subdivision regulations therefore staff recommends approval.

Standard Conditions of Approval

1. Provide a digital copy of the plat.
2. Address all technical review comments prior to filing or requesting a building permit.
3. AHTD right-of-way dedication shall be completed before plat is filed.
4. ADH approval shall be received for the sewer main extension plans.

NOTES

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

ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A LOT SPLIT OF LOTS 87-88 OF STONEGATE
SUBDIVISION TO THE CITY OF BENTONVILLE, ARKANSAS (PROJECT
NUMBER: LS20-0022).**

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the lot split of Lots 87-888 of Stonegate Subdivision, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on May 5, 2020; and,

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

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

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

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

Section 1: That the lot split of Lots 87-888 of Stonegate Subdivision to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes.

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

PASSED AND APPROVED this _____ day of _____, 2020.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

PROPERTY LINE ADJUSTMENT STAFF REPORT



Central Park Addition

321 SE 2nd Street

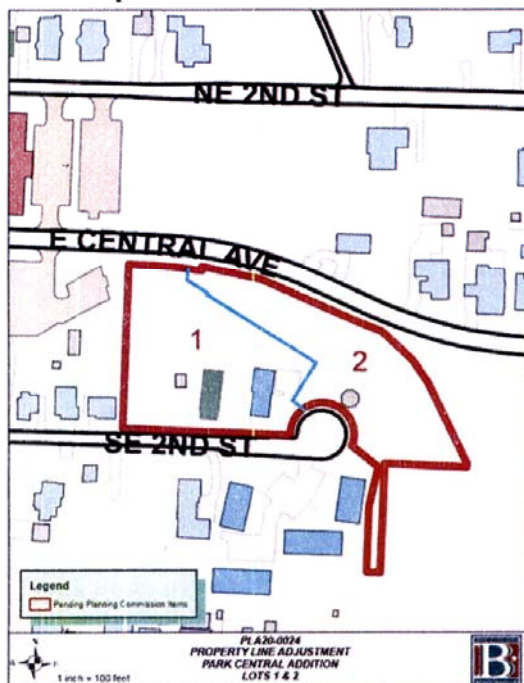
PC Date: 5/5/2020

Reviewer: Brian Bahr

Project Number	PLA20-0024
Applicant / Current Owner	Newell Development
Site Area	+/- 2.42 acres
Current Zoning	DC, Downtown Core
Future Land Use Map Designation	Downtown Commercial

<https://arcgis/08HvK8>

Location Map



Property Description

The property is located at 321 SE 2nd Street. It is currently zoned D-C, Downtown Core with a Future Land Use Map designation of Downtown Commercial.

Project Details

The applicant is replatting Lots Property line adjustment for parts of Lots 1A, 2A-1, 3A, Rodney Sanders Addition and Tract B Parkwood Addition and Parcels # 01-00541-002, 01-00398-000, 01-00398-001 creating news Lot 1 (+/- 1.22 acres) and Lot 2 (+/- 1.20 acres) of Park Central Addition. The applicant is dedicating utility easements and additional right of way (R/W) along SE 2nd Street. SE 2nd Street is classified as a local street with a 52' of R/W required overall.

This plat also is a part of a land swap with the city of Bentonville to facilitate the redevelopment of Town Branch Park.

Waivers

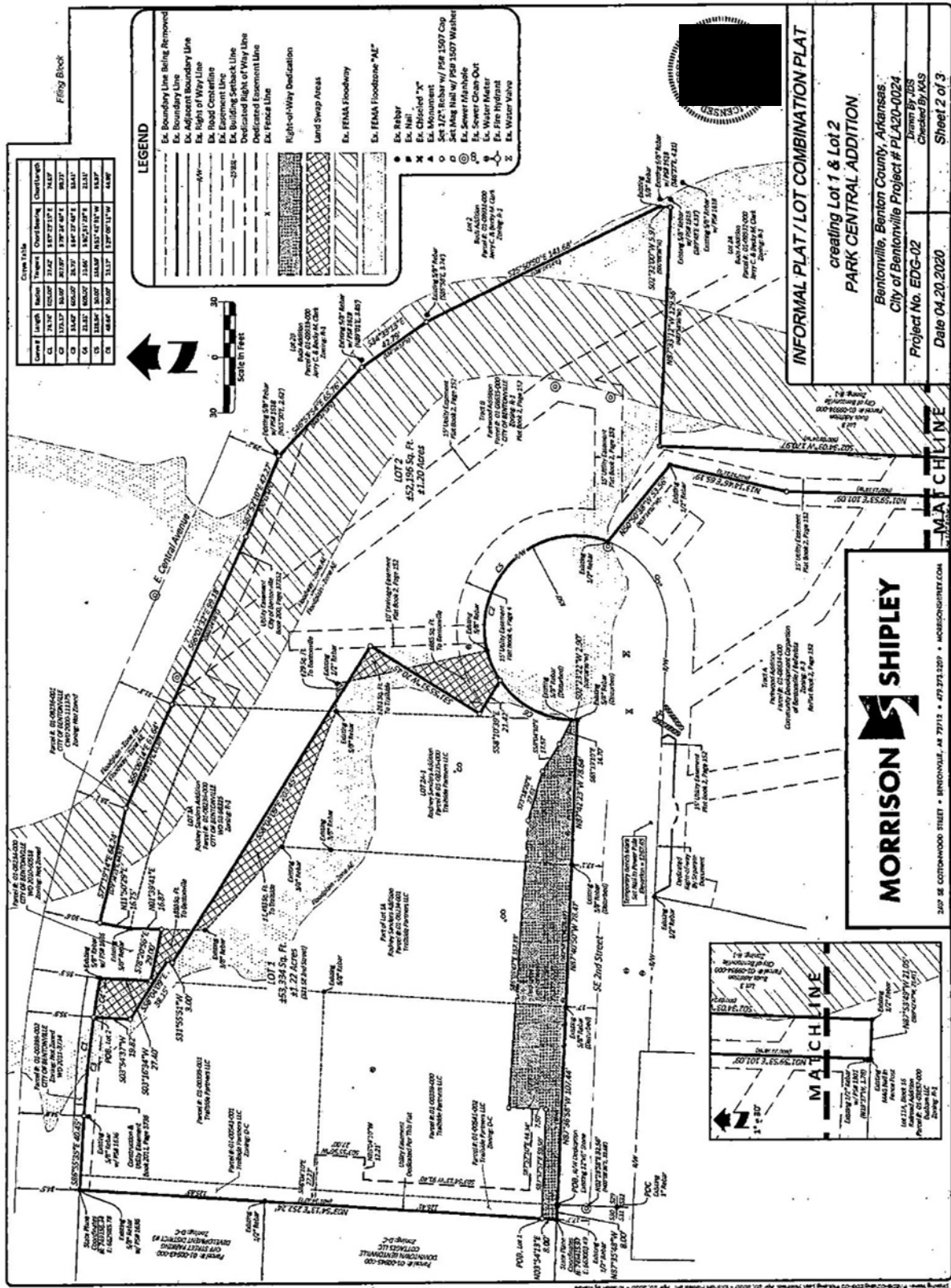
There are no waivers for this property line adjustment.

Analysis and Recommendation

This property line adjustment meets the minimum standards of the land development code and staff recommends approval.

Standard Conditions of Approval

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



ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF LOTS
1-2 OF PARK CENTRAL ADDITION TO THE CITY OF BENTONVILLE,
ARKANSAS (PROJECT NUMBER: PLA20-0024).**

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the property line adjustment of Lots 1-2 of Park Central Addition of the City of Bentonville, Benton County, Arkansas was submitted to the Bentonville Planning Commission on May 5, 2020; and,

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

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

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

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

Section 1: That the property line adjustment of Lots 1-2 of Park Central Addition to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes.

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

PASSED AND APPROVED this _____ day of _____, 2020.

APPROVED:

ATTEST:

MAYOR

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

May 12, 2020

Submitted by:

Danielle Semsrott

Department

Comprehensive Planning

Phone

271-3122

ACTION REQUIRED:

Reappointment of David Short for a third three year term on the Tree and Landscape Advisory Committee. The term will expire on May 23, 2023.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE





May 7, 2020

To: City Council Members & City Clerk

From: Mayor Stephanie Orman

Subject: Reappointment of David Short to the City of Bentonville's Tree & Landscape Committee

I recommend David Short for reappointment to the City of Bentonville's Tree & Landscape Committee. Mr. Short's term will expire on May 23, 2023.

Stephanie Orman



From: David Short
Sent: Tuesday, April 21, 2020 4:11 PM
To: Danielle Semsrott
Subject: Re: T & L Committee Term

Yes. I would like to continue on with the Tree & Landscape Committee. I think the work we do is important to the overall quality of life here in Bentonville. Thanks for your continued support.

Sent from my iPhone

On Apr 21, 2020, at 2:13 PM, Danielle Semsrott
<DSemsrott@bentonvillear.com> wrote:

Hi David,

Your term on the Tree & Landscape Committee expires on May 23rd. Would you like to be reappointed? If so, I will need a brief statement stating so.

Thanks!

Danielle Semsrott, AICP | Senior Planner City of Bentonville, Arkansas
305 SW A Street, Bentonville, AR 72712



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

AGENDA FORM

CITY COUNCIL MEETING OF:

May 12, 2020

Submitted by:

Gary Wilson

Department

Utility Billing/Meter Reading

Phone

271-3104

ACTION REQUIRED:

Resolution to authorize Mayor and Clerk to sign add-on agreement to 2015 Invoice Cloud agreement that add donations to our payment site.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



City of Bentonville

Memorandum

To: City Council and Mayor Orman

From: Gary Wilson

CC: Jake Harper

DATE: April 28, 2020

Staff recommends authorizing a Resolution to enter in to an add-on agreement with Invoice Cloud to add donations to our utility payment website.

Currently, customers can make a donation payment if they return their payment coupon and designate an amount to be donated to our utility assistance program or if they call and tell us they would like to make a donation payment. This new service will allow our customers to make donations through the utility payment website while making a payment through that system.

Our utility assistance program is managed by Helping Hands. We report weekly the amount collected and Helping Hands manages determining which customers to assist with the funds collected. They report who to assist with how much and the City applies the credit to their account. It is our hope that this additional method will result in greater donations, especially at this time.

With approval at the May 12th Council meeting Invoice Cloud will be able to have us live by June 1st.

SALES INFORMATION									
IC Sales Rep	Kevin Xiong				Vertical	Local Gov (Util, Tax, Misc)			
Order Date	4/27/2020		Sales Prtnr		Software Prtnr				
PRODUCTS AND SERVICES									
Products	[Donations]								
PAYMENT METHODS ACCEPTED									
Payment Types	[VISA/Mastercard/Discover]								
BILLER INFORMATION									
Ownership Type	Government			Phone	4792715941		Fax		
Legal Name	City of Bentonville			Website URL	https://www.bentonvillear.com				
Address 1	117 West Central Avenue			Bus. Open Date	01/01/1873				
Address 2				Federal Tax ID	71-6000642				
City	Bentonville			<i>*Federal Tax ID and Legal Name must match on all documents</i>					
State	AR	ZIP	72712						
BILLER CONTACT									
Primary Contact Name	Jerry Walls								
Phone									
Email Address	jwalls@bentonvillear.com								
SIGNING AUTHORITY									
Name	Stephanie Orman			Title	Mayor				
Phone		Fax		Email Address	sorman@bentonvillear.com				
BILLER PRICING									
Description	Interval	Cost Type	Cost						
Biller Portal Access Fee	Monthly	Fixed (\$)	\$50.00						
IC Payment Transaction Fee - Credit Card	Per Transaction	Fixed (\$)	\$0.55						
HARDWARE									
Card Reader Type		Quantity	0	Cost per Reader					
Card Reader				Billing Interval					
Shipping Addr. (if different than location address)									
Kiosk Type	Device Quantity	Per Device Txn Min	Note: Biller will be charged for the minimum number of transactions listed to left each month per kiosk unity. In addition, if the Biller's order includes kiosks then the terms and conditions of Kiosk Managed Standard SOW (and applicable schedules) are hereby agreed and incorporated by reference						
Standard/In-Door	0	750							
Thru-Wall	0	800							
Outdoor Model	0	850							
BILLER BANK INFO									
Note: Must include voided business check or bank letter for each unique account									
Billing Method	ACH Month End Fees			Bank Name	Arvest Bank				
Name on Account	City of Bentonville			Phone	866-952-9523				
Bank Address	201 NE St Bentonville, AR 72712								

Routing #	082900872	Last 4 Acct #	0457
DATA RETENTION			
Months to Keep	24	*Additional Fees apply if greater than 24 months	
NOTES/SPECIAL HANDLING			
Invoice Cloud will waive the monthly access fee for the remainder of 2020 and absorb the ACH fee for the remainder of 2020, as part of our Covid-19 donations campaign. Inline Donations, not Cloud Store.			
CERTIFICATION AND AGREEMENT			

- A. By signing below, the Biller hereby ratifies its authorization for Invoice Cloud, Inc. ("Invoice Cloud") to execute debit/credit entries to its checking/deposit account(s) indicated above at the depository financial institution(s) named above and to debit/credit the same such account(s). The Biller acknowledges that the origination of ACH transactions to its account(s) must comply with the provisions of U.S. law. This authority is to remain in full force and effect until (i) Invoice Cloud has received written notification (by electronic or U.S. mail) from the Biller of its revocation in such time and manner as to allow Invoice Cloud a reasonable opportunity to act on it, but not less than 10 business days notice; and (ii) all obligations of the Biller to Invoice Cloud that have arisen under this Agreement and all other agreements have been paid in full. The Biller must also notify Invoice Cloud, in writing, (by electronic or U.S. mail) when a change in account number(s) or bank has occurred at which time this authorization shall apply to such new/changed account. This notification must be received within 10 business days of change. A fee will be charged for any returned ACH debits.
- B. By signing below, the Biller named: (1) has read, agreed to, ratifies the Biller Agreement, Biller T+C and other Order Forms previously executed by the Biller, and (2) certifies to Invoice Cloud that he/she is authorized to sign this Add on to the Biller Order Form; (3) certifies that all information and documents submitted in connection with this Order Form are true and complete; (4) authorizes Invoice Cloud or its agent to verify any of the information given, including credit references, and to obtain credit reports (including a spouse if in a community property state); (5) agrees to pay the Monthly Access Fee through the last day of the month following the effective date of termination as provided in the Billing Agreement; (6) agrees that Biller and each transaction submitted will continue to be bound by the Order Form and the Biller Agreement in its entirety and any new agreement forms executed herewith; (7) If the Biller's order includes kiosks, then the terms and conditions of Kiosk Managed Services Standard SOW (and applicable schedules) are hereby agreed and incorporated by reference; (8) agrees that Biller will submit transactions only in accordance with the information in this Add on to the Biller Order Form and Biller Agreement and will immediately inform Invoice Cloud, by email (contracts@invoicecloud.com) if any information in this Order Form changes, and (9) the Biller agrees and understands that outstanding sums due and owing to Invoice Cloud, will be charged daily or monthly and debited from its current depository account. Non-sufficient funds for these debits are grounds for a change in fees or termination of this Agreement. In the event of non-payment of any sums due, Invoice Cloud reserves the right to withdraw such sums from the current depository account at any time to ensure payment of the same.
- C. Pay by Text: Standard data rates and text messaging rates may apply based on the payer's plan with their mobile phone carrier. Payer can opt out of text messaging at any time with Invoice Cloud. Partial payment or overpayment is not supported. Service fees may apply based on the biller set up with Invoice Cloud. Biller may not use the service for activities that violate any law, statute, ordinance or regulation.
- D. By signing below, the Biller hereby gives permission to Invoice Cloud to access his / her credit history via Trans Union, Equifax, or other credit-reporting agency.
- E. This Add on to the Order Form will become effective only when counter-signed by Invoice Cloud and upon execution by the Biller of such third party agreement required by Invoice Cloud to permit use of the payment function of the Service.
- F. If the Biller's order includes kiosks, then the terms and conditions of Kiosk Managed Services Standard SOW (and applicable schedules) are hereby agreed and incorporated by reference.

In WITNESS WHEREOF, the parties have executed this Agreement as of this day

Accepted by Biller:

X

Corporate Officer

Stephanie Orman

Printed Name

Mayor

Title

Accepted by Invoice Cloud, Inc.:

X

Corporate Officer

Robert Lapidés

Printed Name

President

Title

INVOICE PARAMETERS

Invoice Parameters must be completed for each invoice type

Invoice Type	Covid-19 Related Donations				Pricing Model	Non-Submitter	
Biller Software	SunGard HTE		Non-Submitter: Interchange Paid By		Biller		

BILLING DETAILS											
Please indicate which months bills are sent by placing the bill count for each month below:											
Jan	Feb	Mar	Apr	May	June	July	Aug	Sep	Oct	Nov	Dec

Avg Invoice \$ Max Invoice \$ Bill Frequency BPM

SERVICE FEES				
Payment Source Description	Payment Method	Minimum Fee (\$) per Transaction	Calculation Type	Fee Amount
All Payment Sources	Credit/Debit			
All Payment Sources				
Kiosk	All Payment Methods			
IVR Surcharge	All Payment Methods			

PAYMENT SOURCE EXCEPTIONS				
MAX PAYMENT CAP				
CC Max		ACH Max (\$)	125000.00	

BILLER DEPOSITORY BANK INFO	
<i>Note: must include voided business check or bank letter for each unique account</i>	
Routing #	082900872
Last 4 Acct #	0457

NOTES/SPECIAL HANDLING
Invoice Cloud will absorb ACH fees for the remainder of 2020, per our Covid-19 donations promotion.

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO ENTER
INTO AN ADD-ON AGREEMENT WITH INVOICE CLOUD**

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

Section 1: That the Mayor and Clerk be and are hereby authorized to enter into an add-on agreement with Invoice Cloud for Donations as set forth in the agreement attached hereto as Exhibit 'A'.

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

PASSED and APPROVED this _____ day of _____, 2020.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

May 12, 2020

Submitted by:

Gary Wilson

Department

Utility Billing/Meter Reading

Phone

271-3104

ACTION REQUIRED:

Amend Ordinance 2004-119 adding Section 2.3.8 to the Utility Terms and Conditions of Service creating an Emergency Utility Payment Extension Policy.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



Memorandum

To: City Council and Mayor Orman
From: Gary Wilson
CC: Jake Harper
DATE: April 29, 2020

Staff recommends the approval of an Ordinance to add a new section to the Utility Terms and Conditions of Service creating a payment extension agreement policy for declared disasters and/or emergencies.

The current payment extension agreement policy is limited and is designed for normal utility operations. With the current COVID-19 situation staff recommends an additional policy that can be implemented during and following a period of disaster or emergency.

The policy allows the Mayor to temporarily suspend disconnections, temporarily waive late fees and implement the utility payment extension agreement policy. Key features are:

- The Mayor designates a date through which a customer's delinquent balances may be included in the extension.
- The delinquent charges would be broken up in to roughly equal payments that are two times the number of months the delinquent charges consist of.
- The customer would be able to designate the date of the month the extension payment is due.

Most customers are continuing to pay their utility bill and even those that cannot pay in full are making partial payments. As of the writing of this memorandum, the number of delinquent accounts has not increased significantly. We do however have a number of accounts that now have more than one month past due bills and these are the accounts that will benefit the most from this policy.

ORDINANCE NO. _____

AN ORDINANCE TO AMEND ORDINANCE 2004-119, TERMS AND CONDITIONS OF UTILITY SERVICE FOR THE CITY OF BENTONVILLE, ARKANSAS.

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

Section 1. Amend Ordinance 2004-119 to add section 2.3.8, Emergency Utility Payment Extension Agreement Policy to Terms and Conditions of Utility Service for the City of Bentonville, Arkansas.

- A. If a disaster or emergency is declared by the Mayor, the Mayor is given the authority to temporarily waive utility late fees, temporarily suspend utility disconnections for non-payment and implement the extended utility payment agreement policy.
 - a. The Mayor shall determine a date through which delinquent utility bills are eligible to be included in an extended utility payment agreement.
 - b. Customers may request an extension of all delinquent utility amounts through the date designated by the mayor.
 - c. The extension shall be repaid over two (2) times the number of months the account's delinquent charges consist of.
 - d. Extended utility payment date agreed to by the City and customer shall occur monthly on a specific date.
 - e. Each payment shall be roughly equal in size.
- B. If a utility payment extension agreement is not met as agreed, the following shall apply:
 - a. A notice of failure to meet the extension shall be either emailed to the customer's email address on file or if no email address is on file, a hang tag shall be delivered to the customer's location.
 - b. If an account is sent for disconnection, prior to service being disconnected a customer can stop the disconnection by paying the amount of the missed extension payment with any normal disconnection trip fees
 - c. If an account is shutoff, the customer can reconnect service by paying the amount of the missed extension payment with the normal disconnection/reconnecting fees, as long as this occurs prior to the account being closed and final billed.
 - d. If an account is closed and final billed, all delinquent balances as well as any deposits are required to reestablish service.

PASSED and APPROVED this _____ day of _____, 2020.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

March 24, 2020

Submitted by:

City Administration

Department

Mayor's Office

Phone

271-5966

ACTION REQUIRED:

Ordinance approving the Northwest Arkansas Regional Airport Authority Second Restated and Amended Agreement and authorizing the Mayor to execute and deliver said agreement.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

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



PLEASE RECYCLE



NORTHWEST ARKANSAS NATIONAL AIRPORT SECOND RESTATED AND AMENDED AGREEMENT

A regional airport authority organized pursuant to Arkansas Code Title 14, Subtitle 22, Chapter 362

This agreement (herein referred to as the "Agreement") entered into as of the ____ day of _____ 2020, but actually executed by the respective parties hereto on the dates indicated for such parties on the signature pages hereto, by and among the City of Bentonville, the City of Fayetteville, the City of Rogers, the City of Siloam Springs, and the City of Springdale, the County of Benton and the County of Washington, all of which parties are situated in the State of Arkansas (the "State"):

RECITALS

WHEREAS, Title 14, Chapter 362 of the Arkansas Code, as amended, permits any two or more Arkansas municipalities, any two or more contiguous counties, or any one or more Arkansas municipalities together with any one or more contiguous Arkansas counties to create and establish a regional airport authority for the purpose of acquiring, equipping, constructing, maintaining, and operating regional airports; and

WHEREAS, pursuant to Title 14, Chapter 362 of the Arkansas Code, the Cities of Bentonville, Fayetteville, Rogers, Siloam Springs, and Springdale, Arkansas, and the Counties of Benton and Washington, Arkansas, (herein referred to collectively as the "Governmental Units") have heretofore entered into an agreement entitled "Northwest Arkansas Regional Airport Authority Agreement," effective as of December 14, 1990, (herein referred to as the "Original Agreement") and have created and established the Northwest Arkansas Regional Airport Authority (herein referred to as the "Authority") pursuant to the Original Agreement; and

WHEREAS, the Governmental Units subsequently amended the Original Agreement by entering into that certain "Northwest Arkansas Regional Airport Authority Restated and Amended Agreement" (the "Amended Agreement") with an effective date of November 21, 1994; and

WHEREAS, the Governmental Units desire to join together to amend, revise, restate, and confirm the Amended Agreement and the Original Agreement for the creation and establishment of a regional airport authority for the purpose of acquiring, equipping, constructing, maintaining, and operating a regional airport to provide airport services and facilities in Northwest Arkansas; and

WHEREAS, the governing bodies of the Cities of Bentonville, Fayetteville, Rogers, Siloam Springs, and Springdale, Arkansas, and the counties of Benton and Washington, Arkansas, respectively, have each enacted an ordinance (collectively, the "Ordinances") authorizing the participation of each of the respective Governmental Units in such an authority (a certified copy of each of such Ordinance being filed with the Board of Directors of the Authority); and

WHEREAS, pursuant to Article X of the Original Agreement, all amendments or modifications of the Original Agreement must be in writing.

NOW WHEREFORE, it is hereby agreed by the Governmental Units as follows:

**Northwest Arkansas National Airport
Second Restated and Amended Agreement
Page 1**

ARTICLE I- DEFINITIONS

101. Definitions and Interpretations. (A) All defined terms contained in this Agreement shall have the same meaning, respectively, in this Agreement as such terms are given in Section 14-362-102 of the Arkansas Code, as the same may be amended from time to time.

(B) In addition, as used in this Agreement, unless the context shall otherwise require, the following terms shall have the following respective meanings:

- (1) "Act" means the Regional Airport Act, constituted as Title 14, Chapter 362 or the Arkansas Code, as amended;
- (2) "Agreement" means this Northwest Arkansas National Airport Second Restated and Amended Agreement, as the same may from time to time be amended or supplemented;
- (3) "Authority" means the Northwest Arkansas Regional Airport Authority created in Article II hereof;
- (4) "Authorized Officer" means, with respect to the Authority, its Chair and any other person duly authorized by the By-laws or resolution of the Authority to perform the act or sign the document in question, and with respect to a City or Participating County, the Mayor or County Judge, respectively, and any other person duly authorized by ordinance or resolution of the Governing Body of the applicable City or Participating County to perform the act or sign the document in question;
- (5) "Board of Directors" or "Board" means the governing board of the Authority established in Section 501 hereof;
- (6) "City" means each of the Cities of Bentonville, Fayetteville, Rogers, Siloam Springs, and Springdale, Arkansas;
- (7) "Participating County" means each of the Counties of Benton and Washington, Arkansas.

Words of the masculine gender shall be deemed and construed to include correlative words of the feminine gender. Unless the context shall otherwise indicate, words importing the singular number shall include the plural number and vice versa.

The terms "hereby," "hereto," "herein," and "hereunder," and any similar terms, as used in this Agreement, refer to this Agreement.

ARTICLE II - CREATION

For the purpose of acquiring, equipping, constructing, maintaining, and operating a regional airport, and providing airport services and facilities in Northwest Arkansas, the Governmental Units, pursuant to authority granted in the Act, hereby reaffirm and re-authorize the creation and establishment of the Northwest Arkansas Regional Airport Authority.

ARTICLE III - AUTHORIZATION

The parties to the Agreement are the Governmental Units. The Governmental Units have agreed to join cooperatively in establishing the Authority and do hereby agree to the continued operation of the Authority.

ARTICLE IV - DURATION

The Authority shall have a perpetual succession. Such succession shall continue until the existence of the Authority is terminated as provided herein.

ARTICLE V - ORGANIZATION

501. The Authority shall be governed by a Board of Directors consisting of fourteen (14) members appointed by the Governmental Units. The Mayor of each City and the County Judge of each Participating County shall appoint members to the Board of Directors, each of such appointments to become effective upon ratification by a majority vote of the applicable Governing Body of such City and such Participating County. The Governmental Units shall be entitled to make the following number of appointments:

City of Bentonville	2 Members
City of Fayetteville	2 Members
City of Rogers	2 Members
City of Siloam Springs	2 Members
City of Springdale	2 Members
Benton County	2 Members
Washington County	2 Members

502. Term of Office. The terms of the Board members shall be six (6) years; provided, however, that the initial Board members, having drawn lots at the creation of the Board to provide for staggered terms, and their successors shall continue to serve as Board members as provided for in the Original Agreement.

503. Removal. A member of the Board of Directors, once qualified, shall not be removed during his or her appointment except for cause by the Governing Body which appointed said member and after a hearing before said Governing Body as required by law, conducted in accordance with the rules of administrative procedure applicable to or recognized by such Governing Body.

504. Qualifications. A member of the Board of Directors shall be a bona fide resident and qualified elector of the City or Participating County that appointed such member. A member of the Board of Directors shall be eligible for reappointment.

505. Compensation of Board members. The members of the Board of Directors shall receive no compensation, whether in the form of salary or per-diem or otherwise, for or in connection with his or her services as a Board member. The members of the Board of Directors shall be entitled to reimbursement of actual necessary travel and out-of-pocket expenses incurred on behalf of the Authority as authorized by the Board. Such expenses shall be reimbursed in accordance with procedures established by the Board of Directors.

ARTICLE VI - OFFICERS, BY-LAWS AND MEETINGS

601. Officers. (A) At the first regular meeting of each calendar year, the Board shall elect one of its members as Chair, one as Vice Chair, one as Secretary, and one as Treasurer. The offices of Secretary and Treasurer may be held by one person at the discretion of the Board of Directors.

(B) The Chair, Vice Chair, Secretary and Treasurer shall compose the Executive Committee of the Authority. The Board of Directors may, by a two-thirds (2/3) majority vote, delegate to the Executive Committee such powers and duties as the Board may deem proper.

(C) The Board of Directors may create such committees as it deems necessary for the proper exercise of its functions. The Board shall keep a complete record of its activities and business, which shall be a public record.

602. By-laws. The Board of Directors shall adopt such By-laws for the governance of the affairs of the Authority as are not inconsistent with the provisions of this Agreement or State law.

603. Meetings. (A) The Board of Directors shall, upon reasonable notice, meet not less than quarterly at dates, times, and places to be established by the Board. All meetings shall be open to the public as provided by State law. A meeting may be called by any Board officer or upon the direction of a majority of the members of the Board.

(B) A quorum shall consist of one half (1/2) of the total Board membership, plus one member, and no vacancy in the membership of the Authority shall restrict the rights of a quorum to exercise all the rights and privileges or the duties of the Authority.

604. Conflicts of Interest.

The Board of Directors shall adopt and maintain a Conflicts of Interest policy ensuring compliance with all applicable statutes and regulations applicable to members of the Board of Directors and all officers, employees, and agents of the Authority.

ARTICLE VII - PURPOSES, POWERS, AND DUTIES

701. Purposes. The purpose of the Authority shall be to acquire, equip, construct, maintain, and operate a regional airport or airports, and such auxiliary services and facilities as may be deemed desirable from time to time by the Board of Directors. "Auxiliary services and facilities" shall include, but not be limited to, any service or facility necessary or desirable for the take-off, landing, parking, and storing of aircraft; the transportation by air of persons or things; the repair and maintenance of aircraft; the loading, unloading, or handling and storing of goods, commodities, cargo, and other property; the ground

transportation to, on, and from the airport or airports of the Authority; the promotion of air safety; the development of industrial potential and services in the economic interest of the trade area to be served by the Authority; and participation of the Authority in programs of air transportation. Such services and facilities may be located on the property of the Authority or by arrangement at any other location.

702. **Powers and Duties.** In addition to other powers and duties elsewhere conferred and imposed and acting through its duly constituted Board of Directors, the Authority shall have all powers and duties conferred and imposed by the Act.

ARTICLE VIII - FINANCING

801. The cost of planning and acquiring, establishing, developing, constructing, enlarging, improving, or equipping an airport or airports or facilities on the site thereof, including buildings and other facilities, may be funded in any manner not inconsistent with the Arkansas Constitution or State law, including but not limited to: the issuance of bonds, borrowing money, allocations of other available funds from whatever source; constituting the Authority, or a committee thereof, as improvement district commissioners and to create and operate an improvement district, composed of the area encompassed within the jurisdictions of the participating governing bodies, upon petition of persons claiming to be two-thirds (2/3) in value of owners of real property in the area as shown by the last county assessment; revenues derived from the operation of the airport or facilities; revenues from leases and contracts granting privileges for use of the airport or facilities; revenue from contracts conferring the privilege of supplying goods, commodities, services, or facilities at the airport; revenue from aviation fuel taxes, and gifts and grants.

802. The plan for financing and construction of the airport facilities contemplated by this Agreement is herewith presented to the Governmental Units. The Governmental Units expressly recognize that the specific improvements, conditions in the financial marketplace, marketing strategy, and other factors may affect the precise terms of such plan. Receipt by the Governmental Units of such plan shall not be deemed to constitute approval nor preclude the amendment, modification, variation or revision of the plan by the Board of Directors, so long as such amendment, modification, variation or revision imposes no liability on the Governmental Units as provided in Article IX below. The Governmental Units expressly disclaim any warranty of the Authority's financing plan.

ARTICLE IX - LIMITATION OF LIABILITY

None of the Governmental Units has herewith obligated itself to expend any of its individual funds nor has it authorized the use of its individual bonding capacity. The obligations of the Authority, including revenue bonds issued by the Authority under the Act, shall be payable from and secured by the revenues and property of the Authority, and shall not constitute a general or limited obligation of any Governmental Unit. Bonds issued by the Authority shall not constitute an indebtedness of any Governmental Unit within any constitutional or statutory limitation.

ARTICLE X - AMENDMENT

This Agreement may be modified or amended upon the unanimous written consent of all of the Governmental Units. Such consent shall be evidenced by (i) the enactment of an ordinance by the Governing bodies of each Governmental Unit approving the substance of any such modification or amendment and (ii) the duly attested manual signature of an Authorized Officer of each of the Governmental Units affixed to the amendatory document.

ARTICLE XI - TERMINATION

1101. This Agreement shall continue in full force and effect subsequent to its adoption by all the Governmental Units. Once this Agreement has been approved and executed by the Governmental Units, this Agreement may not be terminated until the expiration of the period of any financial commitment made by the Authority and the payment, termination, or defeasance of any such bonds, notes or other obligations of the Authority payable solely from revenues of the airport or airports of the Authority.

1102. In the event the Authority shall be dissolved or for any reason the Authority shall cease to function, and no successor entity shall assume the power, duties and obligations of the Authority, upon due satisfaction of all financial debts and obligations of the Authority, the properties and assets of the Authority shall be liquidated and distributed to the Governmental Units in direct proportion to the funds contributed to the Authority by said Governmental Units, respectively. For the purposes of carrying out this provision, the Board of Directors shall appoint a Trustee, who shall be paid reasonable compensation and who shall serve until the property and assets of the Authority have been fully liquidated and distributed.

ARTICLE XII - COOPERATIVE AGREEMENT

This Agreement shall be treated as a cooperative agreement under the provisions of the Interlocal Cooperation Act, constituted as Section 25, Chapter 20 of the Arkansas Code, as amended and, further, may be treated as a formal compact pursuant to Section 14-165-201 - 14-165-204 of the Arkansas Code, as amended. The Authority may accept contributions from Governmental Units, and persons, firms or corporations.

For purposes of qualifying as an Interlocal Cooperative Agreement, this Agreement shall be submitted to the Attorney General of the State of Arkansas in accordance with Section 25-20-104(f) of the Arkansas Code, and filed with the County Clerks of Benton County and Washington County and the Secretary of State of the State of Arkansas in accordance with Sections 25-20-105(a) of the Arkansas Code.

ARTICLE XIII - AGREEMENT CONTROLLING; RATIFICATION OF PRIOR AGREEMENT AND ACTS

This Agreement constitutes a revision and restatement of the Amended Agreement and the Original Agreement between the Governmental Units that created and established the Authority, and the provisions of this Agreement shall be controlling.

The Governmental Units, by the execution of this Agreement, ratify, validate, approve, and confirm the original creation and establishment of the Authority.

ARTICLE XIV - ENTIRE AGREEMENT; DATED DATE; EFFECTIVE DATE

This writing constitutes the entire agreement between the Governmental Units. All amendments or modifications hereto must be in writing.

This Agreement shall be dated as of the date on which the last Governmental Unit executes this Agreement.

IN WITNESS WHEREOF the Governmental Units have caused this Agreement to be executed in their respective behalves on the signature dates set forth below:

CITY OF BENTONVILLE, ARKANSAS, BY:

Name: _____ DATE: _____
Title: _____

ATTEST:

Name: _____ DATE: _____
Title: _____

CITY OF FAYETTEVILLE, ARKANSAS, BY:

Name: _____ DATE: _____
Title: _____

ATTEST:

Name: _____ DATE: _____
Title: _____

CITY OF ROGERS, ARKANSAS, BY:

Name: _____ DATE: _____
Title: _____

ATTEST:

Name: _____ DATE: _____
Title: _____

CITY OF SILOAM SPRINGS, ARKANSAS, BY:

Name: _____ DATE: _____
Title: _____

ATTEST:

Name: _____ DATE: _____
Title: _____

CITY OF SPRINGDALE, ARKANSAS, BY:

Name: _____ DATE: _____
Title: _____

ATTEST:

Name: _____ DATE: _____
Title: _____

COUNTY OF BENTON, ARKANSAS, BY:

Name: _____ DATE: _____
Title: _____

ATTEST:

Name: _____ DATE: _____
Title: _____

COUNTY OF WASHINGTON, ARKANSAS, BY:

Name: _____ DATE: _____
Title: _____

ATTEST:

Name: _____ DATE: _____
Title: _____

ORDINANCE NO.-_____

BE IT ORDAINED BY THE CITY COUNCIL
OF THE CITY OF BENTONVILLE, ARKANSAS,
AN ORDINANCE TO BE ENTITLED:

**AN ORDINANCE APPROVING
THE NORTHWEST ARKANSAS REGIONAL AIRPORT AUTHORITY
SECOND RESTATED AND AMENDED AGREEMENT
AND AUTHORIZING THE MAYOR
TO EXECUTE AND DELIVER SAID AGREEMENT.**

WHEREAS, Title 14, Chapter 362 of the Arkansas Code, as amended, permits any two or more Arkansas municipalities, any two or more contiguous counties, or any one or more Arkansas municipalities together with any one or more contiguous Arkansas counties to create and establish a regional airport authority for the purpose of acquiring, equipping, constructing, maintaining, and operating regional airports; and

WHEREAS, pursuant to Title 14, Chapter 362 of the Arkansas Code, the Cities of Bentonville, Fayetteville, Rogers, Siloam Springs, and Springdale, Arkansas, and the Counties of Benton and Washington, Arkansas (herein referred to as the "Governmental Units"), have heretofore entered into an agreement entitled "Northwest Arkansas Regional Airport Authority Agreement," effective as of December 14, 1990 (herein referred to as the "Original Agreement"), and created and established the Northwest Arkansas Regional Airport Authority (herein referred to as the "Authority") pursuant to the Original Agreement; and

WHEREAS, the Governmental Units subsequently amended the Original Agreement by entering into that certain "Northwest Arkansas Regional Airport Authority Restated and Amended Agreement" (the "Amended Agreement") with an effective date of November 21, 1994; and

WHEREAS, the Governmental Units desire to join together to amend, revise, restate and confirm the Amended Agreement and the Original Agreement for the creation and establishment of a regional airport authority for the purpose of acquiring, equipping, constructing, maintaining, and operating a regional airport to provide airport services and facilities in Northwest Arkansas; and

WHEREAS, the Northwest Arkansas Regional Airport Authority Second Restated and Amended Agreement (herein referred to as the "Second Restated and Amended Agreement"), in the form attached hereto as Exhibit A hereto, is submitted to the City Council; and

WHEREAS, pursuant to Article IX of the Second Restated and Amended Agreement, the obligations of the Authority, including revenue bonds issued by the Authority, shall be

payable from and secured by the revenues and property of the Authority, and shall not constitute a general or limited obligation of any Governmental Unit; and

WHEREAS, pursuant to Article X of the Amended Agreement, all amendments or modifications to the Amended Agreement must be in writing.

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

ARTICLE 1: The Second Restated and Amended Agreement and the terms and conditions thereof are hereby approved.

ARTICLE 2: The Mayor is hereby authorized to execute and deliver the Second Restated and Amended Agreement.

CITY OF BENTONVILLE, ARKANSAS, BY:

Mayor Stephanie Orman

DATE: _____

ATTEST:

Linda Spence, City Clerk

DATE: _____



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

AGENDA FORM

CITY COUNCIL MEETING OF:

May 12, 2020

Submitted by:

Administration

Department

Administration

Phone

479-271-3112

ACTION REQUIRED:

Ordinance adopting the "Bentonville Municipal Code" For some time, the City has been working to make its code of ordinances available online. Council previously approved an ordinance updating various sections in order to remove obsolete and outdated provisions of the old municipal code book. Those updates were provided to the Municipal Code Corporation, which has incorporated all changes into a new Bentonville Municipal Code, which will be made available online after approval of this ordinance. These are not new ordinances, but a complete compilation of ordinances of a general and permanent nature, codified for easier accessibility and reference.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



ORDINANCE NO. _____

AN ORDINANCE ADOPTING AND ENACTING A NEW CODE FOR THE CITY OF BENTONVILLE, ARKANSAS; PROVIDING FOR THE REPEAL OF CERTAIN ORDINANCES NOT INCLUDED THEREIN; PROVIDING A PENALTY FOR THE VIOLATION THEREOF; PROVIDING FOR THE MANNER OF AMENDING SUCH CODE; AND PROVIDING WHEN SUCH CODE AND THIS ORDINANCE SHALL BECOME EFFECTIVE.

BE IT ORDAINED BY THE CITY OF BENTONVILLE, ARKANSAS:

Section 1. The Code entitled "BENTONVILLE MUNICIPAL CODE," published by Municipal Code Corporation, three copies of which have been made available with the City Clerk for public review, in accordance with Arkansas law, should be and the same is hereby adopted.

Section 2. All ordinances of a general and permanent nature enacted on or before July 31, 2019, and not included in the Code or recognized and continued in force by reference therein, are repealed.

Section 3. The repeal provided for in section 2 hereof shall not be construed to revive any ordinance or part thereof that has been repealed by a subsequent ordinance that is repealed by this ordinance.

Section 4. Unless another penalty is expressly provided, every person convicted of a violation of any provision of the Code or any ordinance, rule or regulation adopted or issued in pursuance thereof shall be punished by a fine. Each act of violation and each day upon which any such violation shall continue or occur shall constitute a separate offense. The penalty provided by this section, unless another penalty is expressly provided, shall apply to the amendment of any Code section, whether or not such penalty is reenacted in the amendatory ordinance. In addition to the penalty prescribed above,

the City may pursue other remedies such as abatement of nuisances, injunctive relief and revocation of licenses or permits.

Section 5. Additions or amendments to the Code when passed in such form as to indicate the intention of the City Council of City of Bentonville to make the same a part of the Code shall be deemed to be incorporated in the Code, so that reference to the Code includes the additions and amendments.

Section 6. Ordinances adopted after August 1, 2019, that amend or refer to ordinances that have been codified in the Code shall be construed as if they amend or refer to like provisions of the Code.

Section 7. This ordinance shall become effective thirty (30) days after passage and approval.

Passed and adopted by the City Council for the City of Bentonville this ____ day of _____, 2020.

Stephanie Orman, Mayor

ATTEST:

City Clerk

Certificate of Adoption

I hereby certify that the foregoing is a true copy of the ordinance passed at the regular meeting
of the Bentonville City Council, held on the _____ day of _____, 2020.

City Clerk



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

AGENDA FORM

CITY COUNCIL MEETING OF:

May 12, 2020

Submitted by:

Ed Wheeler

Department

Administration

Phone

271-3191

ACTION REQUIRED:

Request City Council approve the attached addition to Chapter 2 of the City Personnel Policy - Section 2.10 - Families First Coronavirus Response Act (FFCRA), which outlines how the City will operate emergency paid leaves and employee benefits during the coronavirus pandemic.

COST TO CITY:

Cost of this Request: \$0

Additional Budget Amount \$0

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE





May 12, 2020

To: Bentonville City Council

From: Human Resources

Subject: Memo Concerning Adoption of Section 2.10 to the City Personnel Policy – Families First Coronavirus Response Act (FFCRA).

1. Staff recommends that the City Council approve the addition of Section 2.10 to the City Personnel Policy Manual – Adoption of the federal FFCRA for outlining emergency paid leave during the coronavirus pandemic.

The City Council recently adopted Section 2.9 of the personnel policy manual regarding emergency leave. This was adopted to provide immediate guidance concerning emergency leave, paid leave, and emergency closures of city facilities during national health emergencies, in the absence of federal or state guidelines. On 1 April, 2020 the federal government adopted the FFCRA, which provides federal guidance concerning emergency paid leaves during the current coronavirus pandemic. The FFCRA has essentially created federal guideline standards for emergency paid leaves for all employees, both public and private.

2. This change is needed to adopt the provisions of the FFCRA and standardize emergency leave provisions for City employees.

2.10 Families First Coronavirus Response Act (FFCRA) On 1 April, 2020 the federal government passed the FFCRA in response to the COVID-19 pandemic. There are two (2) sections to the FFCRA – the “Emergency Paid Sick Leave Act (EPSLA) and the “Emergency Family and Medical Leave Expansion Act” (EFMLEA). The FFCRA has been running in conjunction with the City’s “Emergency Leave” policy, Section 2.9 of the City Personnel Policy Manual. Once the Mayor declares that the emergency has ended, the emergency leave provisions in section 2.9 will no longer be active and City employees will then only be covered by the provisions of the FFCRA. Payments made or time off incurred as part of the City’s emergency leave policy that occurred after 1 April, 2020 will be applied against the entitlements of the FFCRA.

2.10.1 Under the EPSLA, eligible employees can receive up to two (2) weeks (80 Hours) of paid sick leave (part-time employees are eligible for their two (2) week average of work hours) under the following provisions:

- A. If the employee is subject to a federal, state or local quarantine or isolation order related to COVID -19;
- B. If the employee has been advised by a health care provider to self-quarantine related to COVID-19;
- C. If the employee is currently experiencing COVID-19 symptoms and is seeking a medical diagnosis.

2.10.2 Under the EPSLA, eligible employees can receive up to two (2) weeks (53 Hours – 2/3) of paid sick leave (part-time employees are eligible for 2/3 of their two (2) week average of work hours) under the following provisions:

- A. If the employee is caring for an individual subject a federal, state or local quarantine or isolation order related to COVID -19 or is caring for an individual who has been advised by a health care provider to self-quarantine related to COVID-19;
- B. If the employee is experiencing any other substantially similar condition specified by the U.S. department of Health and Human Services.

The City is authorizing employees to substitute their own paid sick leave, vacation, or compensatory time to make up the other 1/3 of their normal pay.

2.10.3 Under the EFMLEA, eligible employees can receive up to 12 weeks of paid sick leave using the expanded Family and Medical Leave (FMLA), paid at 2/3 for 12 weeks under the following provisions:

- A. If the employee is caring for his or her child whose school or place of daycare is closed (or whose childcare provider is unavailable) due to COVID-19 reasons.

The City is authorizing employees to substitute their own paid vacation, or compensatory time to make up the other 1/3 of their normal pay.

2.10.4 Employees who are classified in Section 2.10.3 above are eligible to use "Intermittent" FMLA leave (up to 480 work hours) on a day-for-day basis to manage unavailable childcare situations.

2.10.5 Employees who need to use any of the provisions of FFCRA will be required to complete and submit either the Emergency Paid Sick Leave Act (EPSLA) Request Form or the Emergency FMLA Expansion Act (EFMLEA) Request form. Copies of these forms are available from your department administrative assistant, department supervisor, or the City HR department.

2.10.6 Employees who are not covered under the FFCRA can still use regular paid sick leave, vacation, or compensatory time for health issues not covered under the act. This would include employees who are self-identifying as "High Risk". Employees who are high risk due to a qualifying medical condition covered under the Americans with Disabilities Act (ADA) may request a "Reasonable Accommodation". Additionally, employees who are able to work from home may be allowed by their supervisor as long as bonafide work is available.

ORDINANCE NO. _____

**AN ORDINANCE ADOPTING REVISIONS TO THE CITY
OF BENTONVILLE PERSONNEL POLICY RELATED TO
EMERGENCY AND FAMILY AND MEDICAL LEAVE
PROVISIONS PURSUANT TO NEWLY ENACTED
FEDERAL LAW AND DECLARING AN EMERGENCY.**

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

Section 1: That certain revisions to the City of Bentonville Personnel Policy, the same being attached hereto and incorporated as fully herein as set forth word for word, should be and the same are hereby adopted.

Section 2: That this Ordinance is necessary to preserve the public peace, health, safety and welfare, and because of such, an emergency is declared to exist, and this Ordinance shall be in full force and effect from the date of its passage and approval.

PASSED and APPROVED this _____ day of _____, 2020.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

May 12, 2020

Submitted by:

Preston Newbill

Department

Water/Sewer

Phone

271-3142

ACTION REQUIRED:

Resolution authorizing the Mayor and Clerk to enter into a Professional Services Contract with Garver LLC for a project that includes a comprehensive assessment of the risks to and the resilience of, the City of Bentonville's drinking water system, and development of an Emergency Response Plan (ERP) that incorporates the findings of the Assessment, in compliance with all requirements of the America Water Infrastructure Act of 2018 (AWIA). The U.S. Environmental Protection Agency (U.S. EPA) requires certification of the completion of the assessment by December 31, 2020, and of the ERP by June 30, 2021.

COST TO CITY:

Cost of this Request: \$75,000

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

Previously Budgeted	\$ 75,000
Funds Expended to Date	
Remaining Budget	75,000
Budget Adjustment	-
Remaining After Adjustment	\$ 75,000

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



Memo



To: City Council, Mayor Orman

From: Mike Bender/Preston Newbill

CC:

Date: April 30, 2020

Re: Risk and Resilience Assessment and Emergency Response Plan

Staff recommends Council approval of a resolution authorizing the Mayor and Clerk to enter into a Professional Services Contract with Garver LLC for a project that includes a comprehensive assessment of the risks to and the resilience of, the City of Bentonville's drinking water system, and development of an Emergency Response Plan (ERP) that incorporates the findings of the Assessment, in compliance with all requirements of the America Water Infrastructure Act of 2018 (AWIA). The U.S. Environmental Protection Agency (U.S. EPA) requires certification of the completion of the assessment by December 31, 2020, and of the ERP by June 30, 2021. The cost of this request is a budgeted item in the 2020 budget for \$75,000.

Thank you for your consideration of this request.



AGREEMENT FOR PROFESSIONAL SERVICES
City of Bentonville, Arkansas
Project No. 20W01291

THIS AGREEMENT FOR PROFESSIONAL SERVICES is made by and between the **City of Bentonville, Arkansas** hereinafter referred to as "Owner," and **GARVER, LLC**, hereinafter referred to as "GARVER".

The Owner intends to complete a Risk and Resilience Assessment (RRA) and develop an Emergency Response Plan (ERP) in accordance with Section 2013 of America's Water Infrastructure Act of 2018 (AWIA).

GARVER will provide professional services related to the AWIA RRA and ERP as described herein.

The Owner and GARVER in consideration of the mutual covenants in this contract agree in respect of the performance of professional services by GARVER and the payment for those services by the Owner as set forth below. Execution of the agreement by GARVER and the Owner constitutes the Owner's written authorization to GARVER to proceed on the date last written below with the services described herein. This agreement supersedes all prior written or oral understandings associated with services to be rendered, including any teaming agreements.

SECTION 1 - EMPLOYMENT OF GARVER

The Owner agrees to engage GARVER, and GARVER agrees to perform professional services in connection with the proposed improvements as stated in the sections to follow. These services will conform to the requirements and standards of the Owner and conform to the standards of practice ordinarily used by members of GARVER's profession practicing under similar conditions. For having rendered such services, the Owner agrees to pay GARVER compensation as stated in the sections to follow.

SECTION 2 - SCOPE OF SERVICES

GARVER's scope of services is described in attached Appendix A.

SECTION 3 - PAYMENT

For the work described under SECTION 2 - SCOPE OF SERVICES, the Owner will pay GARVER on an hourly rate basis. The Owner represents that funding sources are in place with the available funds necessary to pay GARVER.

If any payment due GARVER under this agreement is not received within 60 days from date of invoice, GARVER may elect to suspend services under this agreement without penalty or liquidated damages assessed from the Owner.



The Owner will pay GARVER, for time spent on the project, at the rates shown in Appendix B for each classification of GARVER's personnel (may include contract staff classified at GARVER's discretion) plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel. The total not to exceed amount paid to GARVER under this agreement is estimated to be \$75,000. The actual total amount may not exceed this estimate without Owner's authorization. The rates shown in Appendix B will be increased annually with the first increase effective on or about July 1, 2021.

Expenses other than salary costs that are directly attributable to performance of our professional services will be billed as follows:

1. Direct cost for travel, long distance and wireless communications, outside reproduction and presentation material preparation, and mail/courier expenses.
2. Charges similar to commercial rates for reports, plan sheets, presentation materials, etc.
3. The amount allowed by the federal government for mileage with an additional \$0.05 for survey trucks/vans.

The Owner will pay GARVER on a monthly basis, based upon statements submitted by GARVER to the Owner for the scope of services described in this agreement. Payments not received within 60 days of invoice date will be subject to a one percent monthly simple interest charge.

Additional Services (Extra Work). For work not described or included in Section 2 – Scope of Services but requested by the Owner in writing, a contract amendment will be required as approved by the Owner and GARVER.

SECTION 4 - OWNER'S RESPONSIBILITIES

In connection with the project, the Owner's responsibilities shall include, but not be limited to, the following:

1. Giving thorough consideration to all documents presented by GARVER and informing GARVER of all decisions within a reasonable time so as not to delay the work of GARVER.
2. Making provision for the employees of GARVER to enter public and private lands as required for GARVER to perform necessary preliminary surveys and other investigations.
3. Furnishing GARVER such plans and records of construction and operation of existing facilities, available aerial photography, reports, surveys, or copies of the same, related to or bearing on the proposed work as may be in the possession of the Owner. Such documents or data will be returned upon completion of the work or at the request of the Owner.
4. Providing legal, accounting, and insurance counseling services necessary for the project and such auditing services as the Owner may require.
5. Giving prompt written notice to GARVER whenever the Owner observes or otherwise becomes aware of any defect in the project or other events which may substantially alter GARVER's performance under this Agreement.
6. Owner will not hire any of GARVER's employees during performance of this contract and for a

Agreement for Professional Services
Risk and Resiliency Assessment and
Emergency Response Plan

2 of 7

Garver Project No. 20W01291



period of one year beyond completion of this Agreement.

SECTION 5 – MISCELLANEOUS

5.1 Instruments of Service

GARVER's instruments of service provided by this agreement consist of the printed hard copy reports, drawings, and specifications issued for the Assignment or Project; whereas electronic media, including CADD files, are tools for their preparation. As a convenience to the Owner, GARVER will furnish to the Owner both printed hard copies and electronic media. In the event of a conflict in their content, however, the printed hard copies shall take precedence over the electronic media.

GARVER's electronic media are furnished without guarantee of compatibility with the Owner's software or hardware, and GARVER's sole responsibility for the electronic media is to furnish a replacement for defective disks within thirty (30) days after delivery to the Owner.

GARVER retains ownership of the printed hard copy drawings and specifications and the electronic media. The Owner is granted a license for their use, but only in the operation and maintenance of the Project or Assignment for which they were provided. Use of these materials for modification, extension, or expansion of this Project or on any other project, unless under the direction of GARVER, shall be without liability to GARVER and GARVER's consultants. The Owner shall indemnify, defend, save harmless GARVER, GARVER's consultants, and the officers and employees of any of them from and against any and all claims, liabilities, damages, losses, and costs, including but not limited to costs of defense, arising out of the Owner's use of these materials for modification, extension, or expansion of this Project or on any other project not under the direction of GARVER.

Because data stored in electronic media form can be altered, either intentionally or unintentionally, by transcription, machine error, environmental factors, or by operators, it is agreed that the Owner shall indemnify, defend, save harmless GARVER, GARVER's consultants, and the officers and employees of any of them from and against any and all claims, liabilities, damages, losses, and costs, including but not limited to costs of defense, arising out of changes or modifications to the data in electronic media form in the Owner's possession or released to others by the Owner and for any use of the electronic media and printed hard copy drawings and specifications outside the license granted by this provision.

5.2 Opinions of Cost – Not Used

5.3 Underground Utilities – Not Used



5.4 Insurance

GARVER currently has in force, and agrees to maintain in force for the life of this Contract, the following minimum schedule of insurance:

Worker's Compensation	Statutory Limit
Automobile Liability (Combined Property Damage and Bodily Injury)	\$500,000.00
General Liability (Combined Property Damage and Bodily Injury)	\$1,000,000.00
Professional Liability	\$2,000,000.00

5.5 Records

GARVER will retain all pertinent records for a period of two years beyond completion of the project. Owner may have access to such records during normal business hours.

5.6 Indemnity Provision – Not Used

5.7 Design without Construction Phase Services – Not Used

5.8 Limitation of Liability

In recognition of the relative risks and benefits of the project to both the Owner and GARVER, the risks have been allocated such that the Owner agrees, to the fullest extent permitted by law, to limit the liability of GARVER and its subconsultants to the Owner and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims for expenses from any cause or causes, so that the total aggregate liability of GARVER and its subconsultants to all those named shall not exceed GARVER's total fee for services rendered on this project. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contractor warranty, and indemnity obligations.

Notwithstanding any other provision to the contrary in this Agreement or a Work Authorization and to the fullest extent permitted by law, neither Owner nor Garver shall be liable, whether based on contract, tort, negligence, strict liability, warranty, indemnity, error and omission, or any other cause whatsoever, for any consequential, special, incidental, indirect, punitive, or exemplary damages, or damages arising from or in connection with loss of power, loss of use, loss of revenue or profit (actual or anticipated), loss by reason of shutdown or non-operation, increased cost of construction, cost of capital, cost of replacement power or customer claims, and Owner hereby releases Garver, and Garver releases Owner, from any such liability.

Nothing contained herein shall waive any governmental immunity the Owner may be entitled to by law.



5.8.1 Hazardous Materials

Nothing in this agreement shall be construed or interpreted as requiring GARVER to assume any role in the identification, evaluation, treatment, storage, disposal, or transportation of any hazardous substance or waste. Notwithstanding any other provision to the contrary in this Agreement or a Work Authorization and to the fullest extent permitted by law, Owner shall indemnify, defend and save GARVER and its affiliates, subconsultants, agents, suppliers, and any and all employees, officers, directors of any of the foregoing, if any, from and against any and all losses which arise out of the performance of the Services and relating to the regulation and/or protection of the environment, including, without limitation, losses incurred in connection with characterization, handling, transportation, storage, removal, remediation, disturbance, or disposal of hazardous material, whether above or below ground.

5.9 Mediation

The Owner and GARVER agree that any and all discussions resulting from this clause are confidential. As they may apply to the presiding rules of evidence, negotiations pursuant to this clause shall not imply admission of responsibility or guilt for the aggravating action, but shall be regarded as compromise, resolution attempts, and settlement negotiations.

The Owner and GARVER agree to, through good faith efforts, first attempt to resolve all conflicts that arise out of or related to this Agreement, through direct discussions involving senior and/or executive management representatives from their respective organizations. It is a requirement of this clause for this condition be attempted prior to the use of other dispute resolution processes. If the respective representatives are unable to develop a compromise resolving the dispute, such that it is satisfactory to both parties within thirty (30) calendar days after a party delivers a written notice of such dispute, then further mediation processes shall begin, as described herein.

If direct discussions fail to resolve the dispute, the Owner and Garver further agree to pursue non-binding mediation unless the parties mutually agree otherwise.

The Owner and GARVER further agree to use their reasonable best efforts to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants and in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

5.10 Litigation Assistance

This Agreement does not include costs of GARVER for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the Owner, unless Litigation Assistance has been expressly included as part of the work defined in Section 2 - Scope of Services. In the event the Owner requests such services of GARVER, this Agreement shall be amended in writing by both the Owner and GARVER or a separate written agreement will be negotiated between the parties.

SECTION 6 - CONTROL OF SERVICES

This is an Arkansas Contract and in the event of a dispute concerning a question of fact in connection with the provisions of this contract which cannot be disposed of by mutual agreement between the



Owner and GARVER, the matter shall be resolved in accordance with the Laws of the State of Arkansas.

This Agreement may be terminated by either party by seven (7) days written notice in the event of substantial failure to perform in accordance with the terms hereof by the one (1) party through no fault to the other party or for the convenience of the Owner upon delivery of written notice to GARVER. If this Agreement is so terminated, GARVER shall be paid for the time and materials expended to accomplish the services performed to date, as provided in SECTION 3 - PAYMENT; however, GARVER may be required to furnish an accounting of all costs.

SECTION 7 - SUCCESSORS AND ASSIGNS

The Owner and GARVER each bind themselves and their successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; neither the Owner nor GARVER shall assign, sublet, or transfer their interest in this agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

SECTION 8 - APPENDICES AND EXHIBITS

- 8.1 The following Appendices and/or Exhibits are attached to and made a part of this Agreement:
- 8.1.1 Appendix A - Scope of Services
 - 8.1.2 Appendix B - Garver Hourly Rate Schedule

Acceptance of this proposed Agreement is indicated by an authorized agent of the Owner signing in the space provided below. Please return one signed original of this Agreement to GARVER for our records.



IN WITNESS WHEREOF, Owner and GARVER have executed this Agreement effective as of the date last written below.

City of Bentonville, Arkansas

GARVER, LLC

By: _____
Signature

By: _____
Signature

Name: Stephanie Orman
Printed Name

Name: Randy McIntyre
Printed Name

Title: Mayor

Title: Vice President

Date: _____

Date: 4/30/2020

Attest: _____
Linda Spence, City Clerk

Attest: _____
Chris Buntin, Senior Project Manager

APPENDIX A – SCOPE OF SERVICES

1. General

Generally, the scope of services includes the preparation of a water system risk and resiliency assessment (RRA) and an emergency response plan (ERP) as required in the America's Water Infrastructure Act of 2018 (AWIA). GARVER will produce documents that comply with the requirements of the AWIA to enable the City of Bentonville (Owner) to certify with the United States Environmental Protection Agency (U.S. EPA) that it has completed the RRA and ERP. The specific scope of the project is included herein.

2. Project Management and Coordination

GARVER will provide overall project management services for the project, including the following:

- 2.1. Develop an initial project schedule of major milestones.
- 2.2. Provide an agenda in advance of all scheduled meetings and provide minutes following the meeting.
- 2.3. Advise Client as to the necessity of Owner providing data or services that are not part of GARVER's defined Scope of Work.
- 2.4. Maintain a schedule for the project and routinely advise the Owner of critical path items affecting project progress versus schedule.
- 2.5. Provide internal technical reviews on all project deliverables prior to submittal to Owner and agency for review.
- 2.6. Maintain and monitor project budget of Professional Services.

3. Task 1 – Data Acquisition and Historical Data Review

3.1. The Owner will provide GARVER with the following information, if available, to review:

- A. Existing 2003 Vulnerability Assessment
- B. Emergency Response Plan
- C. Utility Vision and Mission Statement
- D. Risk Management Plan(s) (RMPs)
- E. Current utility organization chart
- F. Water Distribution Map (GIS Format)
- G. Current Master Plan
- H. As-built drawings of each facility
- I. Previous applicable studies and reports
- J. Major equipment list and/or computerized maintenance management system (CMMS) asset list
- K. Process and instrumentation diagrams (PIDs) for each facility
- L. Information technology (IT) infrastructure architecture diagram and security levels/settings
- M. Supervisory control and data acquisition (SCADA) network architecture diagram and security levels/settings
- N. Financial software system configuration architecture diagram.

- 3.2. GARVER will provide a review of the existing documentation and develop a list of items that will require further support or development during assessment project.

4. Task 2 – Risk and Resilience Assessment

Garver will conduct a Risk and Resiliency Assessment utilizing the Vulnerability Self-Assessment Tool (VSAT) Database using the latest version of VSAT released by the United States Environmental Protection Agency (U.S. EPA). The advantage of using VSAT is that the assets, threats, and countermeasures are stored in a database that can be updated with each five-year certification as required by the America's Water Infrastructure Act (AWIA) of 2018. The data will be stored on a secure server (both internal and external) and delivered to the Owner upon completion of the assessment.

The tasks and objectives are as follows:

- 4.1. GARVER will utilize the VSAT tool to create a database with current information including assets, threats, risk assessments, and countermeasures. The critical assets included in the assessment will include, but not be limited the following:
- a) 48" Water Transmission Line
 - b) I Street Ground Storage Tanks and Pump Station
 - c) Tiger Elevated Storage Tank
 - d) Downtown Elevated Storage Tank and Pump Station
 - e) Highway 102 Elevated Storage Tank and Metering Station with Rogers Water Utilities
 - f) Emergency Connection and Metering Station with Rogers Water Utilities (Moberly Ln.)
 - g) Operations and Maintenance Facility
 - h) Wholesale Metering to Cave Springs (two locations), Oakhills Suburban District, Bella Vista Village Property Owner's Association, and Old Bella Vista Property Owner's Association.
- 4.2. GARVER will conduct a Kick-off Meeting (Workshop 1) that will include the following:
- a) Introduction with the Owner's Project Core Team. The Core team should include key personnel from Management, Finance, Operations, Maintenance, Distribution, Electrical, SCADA and Information Technologies.
 - b) Based on a preliminary list provided by GARVER, the Owner will review, edit and confirm the most critical assets.
 - c) Outline the of assessment process and identify key individuals to assist with information transfer to GARVER.
 - d) Conduct one site walkthrough of the critical assets.
- 4.3. GARVER will utilize features present in VSAT including addressing the reference threats from the ASME/ANSI J100 "Risk and Resilience Management of Water and Wastewater Systems" standard and including man-made and natural threats. The assessment will include:
- a) Risk to the system from malevolent acts, natural hazards, and pandemics.
 - b) Resilience of pipes and constructed conveyances, storage and distribution facilities, electronic, computer, or other automated systems.
 - c) Monitoring practices of the system.
 - d) Financial infrastructure of the system.
 - e) Operation and maintenance of the system.

The assessment may include an evaluation of capital and operational need for risk and resilience management of the system

- 4.4. GARVER will work with the Owner to catalog and prioritize assets for use in the analysis.
- 4.5. GARVER will assign current countermeasures to existing assets for evaluation in "Baseline Calculations" Threat information will be derived from various data sources including: Reference threats from the ASME/ANSI J100 "Risk and Resilience Management of Water and Wastewater Systems" standard and including man-made and natural threats and U.S. EPA's baseline information on malevolent acts of relevance to community water systems.
- 4.6. GARVER will conduct a work session and orientation (Workshop 2) with the Owner on threats and existing countermeasures. An assessment of existing monitoring practices of the system will be included as existing countermeasures.
- 4.7. Garver will conduct a Cybersecurity Assessment of the Owner's financial infrastructure as well as Owner's electronic, computer, SCADA, or other automated systems.
 - a) GARVER will utilize network architecture diagrams to evaluate cybersecurity utilizing AWWA's Cyber Security Use Case and Controls tools. Pursuant to this task, the GARVER will conduct a Cybersecurity Assessment of the water system financial infrastructure as well as water system's electronic, computer, or other automated systems. GARVER will utilize Process Control System Security Guidance for the Water Sector, AWWA 2017 and the corresponding Use-Case Tool to conduct the assessment.
 - b) Prior to using the Use-Case Tool, the GARVER will review specific information pertaining to the Process Control Systems and financial and accounting business systems, including device inventory, network architecture, software functionality, physical facility and plant process architecture. GARVER will conduct a workshop to define cybersecurity goals and objectives and identify current security protocols, processes, policies, and procedures. During the workshop GARVER will also review system configuration information provided by the Owner.
 - c) GARVER will conduct cybersecurity assessment utilizing the AWWA Use-Case Tool.
 - d) Based on the assessment, GARVER will utilize the AWWA cybersecurity assessment to recommend controls to reduce risk and improve system resiliency.
- 4.8. GARVER will perform a baseline analysis of prioritized asset/threat pairs utilizing information agreed upon in Workshop 2.
- 4.9. GARVER will conduct a work session (Workshop 3) to review results from the cybersecurity assessment, baseline analysis, discuss loss of service calculations, and work with the Owner to catalog potential countermeasures for risk and resilience improvements.
- 4.10. GARVER will perform an improvements analysis of prioritized asset/threat pairs utilizing information agreed upon in Workshop 3.
- 4.11. GARVER will prepare a draft final RRA report for review by the Owner prior to submission of certification to U.S. EPA.

- 4.12. GARVER will conduct one review meeting (Workshop 4) of the draft RRA report with the Owner to collect their comments.
- 4.13. GARVER will address Owner comments and provide final RRA report in electronic (PDF) format. GARVER will provide Owner with a VSAT database file to be owned and maintained by the Owner.
- 4.14. The Owner will be responsible for submitting certification of completion of its risk and resilience assessment to the U.S. EPA. The U.S. EPA strongly recommends electronically submitting certification statements.

5. Task 3 – Emergency Response Plan

GARVER will update the Owner's current Emergency Response Plan (ERP). The task objectives are as follows:

- 5.1. Owner will provide previous ERP in Microsoft Word Format (if available). If not available as Microsoft Word format, then GARVER will convert document to Word and verify contacts, assignments, and operating procedures.
- 5.2. GARVER will conduct a work session (Workshop 5) with the Owner to update the most recent information regarding procedures, contacts, and existing agreements with vendors and/or neighboring utilities.
- 5.3. GARVER will update the ERP for the water system. GARVER will update the ERP based on findings and reports from VSAT, and Cybersecurity Assessment.
- 5.4. GARVER will update the ERP using available EPA templates as key goals and objectives.
- 5.5. GARVER will prepare a draft final ERP report for review by the Owner prior to submission of certification to U.S. EPA.
- 5.6. GARVER will conduct one workshop with Owner (Workshop 6) to review draft final ERP and receive comments.
- 5.7. GARVER will address Owner comments and deliver a final ERP in electronic Microsoft Word and PDF format to the Owner.
- 5.8. The Owner will be responsible for submitting certification of completion of its emergency response plan to the U.S. EPA. The U.S. EPA strongly recommends electronically submitting certification statements.

6. Project Deliverables

The following will be submitted by secure, electronic transmission to the Owner by GARVER:

- A. All Workshop Meeting Minutes (limited to general information/not including sensitive information)
- B. Draft Risk and Resiliency Assessment Report
- C. Final Risk and Resiliency Assessment Report
- D. Draft Emergency Response Plan Report
- E. Final Emergency Response Plan Report and VSAT database file
- F. Electronic pdf files as requested.

7. Extra Work

The following items are not included under this agreement but will be considered as extra work:

- A. Submittals or deliverables in addition to those listed herein.
- B. Future updates to RRA or ERP plans.
- C. Litigation assistance
- D. Survey Services
- E. Design and Bidding Services
- F. Geotechnical Services
- G. Coordination with other utilities
- H. Environmental Services
- I. Environmental Handling and Documentation, including wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items.
- J. Drainage Studies
- K. Coordination with FEMA and preparation/submittal of a CLOMR and/or LOMR
- L. Property Acquisition Documents
- M. Construction Services

Extra Work will be as directed by the Owner in writing for an addition fee as agreed upon by the Owner and GARVER.

8. Schedule

GARVER will begin work under this Agreement upon receipt of a fully executed agreement and will complete the work in accordance with the schedule below:

Task / Phase Description	Calendar Days / Timing
Notice to Proceed (NTP)	Upon execution of agreement
<i>Risk and Resiliency Assessment (RRA)</i>	
Draft RRA Report	150 calendar days from NTP
Final RRA Report to Owner	within 14 days after Workshop 4
Owner to submit RRA certification to EPA	On or before December 31, 2020
<i>Emergency Response Plan (ERP)</i>	
Draft ERP Report	90 calendar days from RRA certification
Final ERP Report to Owner	within 14 days after Workshop 6
Owner to submit ERP certification to EPA	On or before June 30, 2021



APPENDIX B

City of Bentonville RRA and ERP Garver Hourly Rate Schedule: June 2020 - June2021

Classification	Rates
Engineers / Architects	
E-1.....	\$ 114.00
E-2.....	\$ 127.00
E-3.....	\$ 160.00
E-4.....	\$ 187.00
E-5.....	\$ 231.00
E-6.....	\$ 286.00
Planners / Environmental Specialist	
P-1.....	\$ 138.00
P-2.....	\$ 173.00
P-3.....	\$ 215.00
P-4.....	\$ 244.00
P-5.....	\$ 282.00
P-6.....	\$ 322.00
Designers	
D-1.....	\$ 107.00
D-2.....	\$ 124.00
D-3.....	\$ 149.00
D-4.....	\$ 173.00
Technicians	
T-1.....	\$ 83.00
T-2.....	\$ 105.00
T-3.....	\$ 129.00
Surveyors	
S-1.....	\$ 52.00
S-2.....	\$ 68.00
S-3.....	\$ 91.00
S-4.....	\$ 131.00
S-5.....	\$ 173.00
S-6.....	\$ 196.00
2-Man Crew (Survey).....	\$ 209.00
3-Man Crew (Survey).....	\$ 261.00
2-Man Crew (GPS Survey).....	\$ 229.00
3-Man Crew (GPS Survey).....	\$ 281.00
Construction Observation	
C-1.....	\$ 101.00
C-2.....	\$ 130.00
C-3.....	\$ 158.00
C-4.....	\$ 195.00
Management/Administration	
X-1.....	\$ 66.00
X-2.....	\$ 89.00
X-3.....	\$ 123.00
X-4.....	\$ 158.00
X-5.....	\$ 193.00
X-6.....	\$ 243.00

Agreement for Professional Services

Risk and Resiliency Assessment and Emergency Response Plan

Garver Project No. 20W01291

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO ENTER INTO AN AGREEMENT WITH GARVER, LLC. FOR ENGINEERING SERVICES FOR A COMPREHENSIVE ASSESSMENT AND PLAN RELATED TO THE DRINKING WATER SYSTEM.

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

Section 1: That the Mayor and Clerk be and are hereby authorized to enter into an agreement with Garver, LLC, for an engineering project including a comprehensive assessment of the risks to and resilience of the City's drinking water system, and development of an Emergency Response Plan incorporating the findings of the assessment, in compliance with applicable federal rules and laws, as set forth in the agreement attached hereto as Exhibit "A".

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

PASSED and APPROVED this ____ day of _____, 2020.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

May 12, 2020

Submitted by:

Dan Weese

Department

Engineering

Phone

271-3168

ACTION REQUIRED:

Change Order 2 in the amount of \$169,983.01 for ILSD17-00012 - 090473 - Hwy. 102 SW I St. Interstate Improvements. (Bentonville) (S). This Change Order adds additional mill and overlay to the contract. Eighty percent (80%) of the price of the change order is reimbursable through the STP-A grant with ARDOT.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

Previously Budgeted	\$	1,013,923.24
Funds Expended to Date		731,478.39
Remaining Budget		282,444.85
Budget Adjustment		-
Remaining After Adjustment	\$	282,444.85

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



Memorandum



To: City Council, Mayor Orman

From: Dan Weese, City Engineer

Date: April 28th, 2020

Re: Change Order 2 - 090473 – Hwy. 102 SW I St. Inters. Impvts. (Bentonville) (S)

Staff recommends that City Council approve a change order and budget adjustment for the 090473 – Hwy. 102 SW I St. Inters. Impvts. (Bentonville) (S) Project.

Change Order 2 includes additional mill and overlay to be added to the project. This will take the limits of the overlay from Hwy 102 north to Walton Blvd on SW I Street. The cost of this change order is \$169,983.01, which 80% of this cost will be reimbursed back to the City through the STP-A grant. In addition, 15 days will be added to the contract to cover the additional work.

This project has received STP-A funding and will be reimbursed 80% up to the amount of \$1,000,000. A summary of the funding is included:

Schedule A – Road Improvements	\$1,013,923.24
Change Order 1 (Contingency)	\$ 0.00
<u>Change Order 2</u>	<u>\$ 169,983.01</u>
Total Contract Amount (Schedule A)	\$1,183,906.25
80% STBGP-A funds	\$ 947,125.00
20% City of Bentonville (bond funded)	\$ 236,781.25

This change order will add \$33,996.60 to the City's portion of the contract once all reimbursables have been received.

Thank you for your consideration of this request. Please contact me with any questions or comments by email (dweese@bentonvillear.com) or phone (479-271-3168).

Change Order

No. 2

Date of Issuance: 4/22/2020

Effective Date: 5/18/2020

Project: 090473 HWY. 102/SW "I" ST. INTERS. IMPVTS. (BENTONVILLE)(S)	Owner: CITY OF BENTONVILLE	Owner's Contract No.: ILSD 17-00012
Contract:		Date of Contract: January 8, 2019
Contractor: APAC CENTRAL, INC.		Engineer's Project No.: 30049

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

EXTENSION OF RESURFACING SECTION TO INTERSECTION OF HWY 71B AND SW "I" ST

Attachments (list documents supporting change):

ORIGINAL CHANGE ORDER REQUEST FROM APAC

090473 - HWY 102/SW "I" ST INTERS. - RESURFACING EXTENSION

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price:	Original Contract Times: ☐ Working days ☒ Calendar days
\$ 1,013,923.24	Substantial completion (days or date): 270
	Ready for final payment (days or date): 300
[Increase] [Decrease] from previously approved Change Orders No. ____ to No. ____:	[Increase] [Decrease] from previously approved Change Orders No. ____ to No. ____:
\$ NA	Substantial completion (days): NA
	Ready for final payment (days): NA
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
\$ 1,013,923.24	Substantial completion (days or date): 270
	Ready for final payment (days or date): 300
Increase of this Change Order:	[Increase] [Decrease] of this Change Order:
\$ 169,983.01	Substantial completion (days or date): 15
	Ready for final payment (days or date): 15
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
\$ 1,183,906.25	Substantial completion (days or date): 285
	Ready for final payment (days or date): 315

RECOMMENDED BY:	ACCEPTED:	ACCEPTED:
By: 	By: _____	By: 
CBI Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Date: 4/28/2020	Date: _____	Date: 2020.05.04
Approved by Funding Agency (if applicable): _____		Date: _____



Doug Luetjen
755 Millsap Road
Fayetteville, AR 72703
Tel: 479 587-3300
Fax: 479 587-2826

April 15, 2020

CEI Engineering Associates, Inc.
3108 SW Regency Pkwy #2
Bentonville, AR 72712

Re: ArDOT 090473 HWY 102/SW "I" Street Improvements

Please find enclosed an official change order request for the supplementary resurfacing of I-Street for ArDOT 090473. APAC-Central requests an additional 15-working days to complete this change order.

Please contact me if you have any questions.

Sincerely,

Doug Luetjen
Chief Estimator
APAC-Central
Doug.Luetjen@apac.com
479-652-9840

Enclosure:

CHANGE ORDER PROPOSAL - ADDITIONAL RESURFACING



APAC-Central, Inc.

755 E. Millsap Rd., P.O. Box 9208
Fayetteville, AR 72703

Contact: Doug Luetjen
Phone: 479-652-9840
Email: DOUG.LUETJEN@APAC.COM

Quote To: City of Bentonville
3200 SW Municipal Drive
Bentonville, AR 72712

Phone:
Email:
Attn:

Job Name: I-Street Resurfacing Change Order

Job Location: Bentonville, AR
HWY 102 & SW I STREET

Bid Date: 4/7/2020

Attention: Anna Keogh

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
10	TACK COAT	1,577.00	GAL	3.56	5,614.12
20	M.A. IN ACHM SURF (1/2")	963.00	TON	82.25	79,206.75
30	A.B. (PG 70-22) IN ACHM SURFACE COURSE (1/2")	57.00	TON	120.00	6,840.00
40	COLD MILLING ASPHALT PAVEMENT	9,144.00	SY	3.56	32,552.64
50	MOBILIZATION	1.00	LSU	6,990.00	6,990.00
60	MAINTENANCE OF TRAFFIC	1.00	LSU	12,750.00	12,750.00
70	SIGNS	216.00	SQFT	10.50	2,268.00
80	THERMOPLASTIC PAVEMENT MARKING WH (4")	521.00	LF	1.05	547.05
90	THERMOPLASTIC PAVEMENT MARKING WH (12")	198.00	LF	5.25	1,039.50
100	THERMOPLASTIC PAVEMENT MARKING WH (24")	287.00	LF	12.60	3,616.20
110	THERMOPLASTIC PAVEMENT MARKING WH (WORDS)	5.00	EA	420.00	2,100.00
120	THERMOPLASTIC PAVEMENT MARKING WH (ARROWS)	20.00	EA	420.00	8,400.00
130	THERMOPLASTIC PAVEMENT MARKING YL (4")	4,255.00	LF	1.05	4,467.75
140	THERMOPLASTIC PAVEMENT MARKING YL (4") (SKIP LINE)	3,420.00	LF	1.05	3,591.00
GRAND TOTAL					\$169,983.01

NOTES:

Terms and Conditions - Change Order Quotation

Thank you for the opportunity to quote this project. If you have any questions, please call me at your convenience.

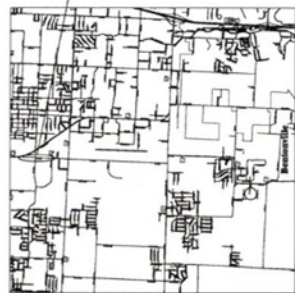
Sincerely,

Doug Luetjen
Chief Estimator

Accepted this date of _____, 2020.

By: _____

Title: _____



VICINITY MAP

CITY OF BENTONVILLE, ARKANSAS

CONSTRUCTION PLANS FOR

HWY. 102/SW "I" ST. INTERS. IMPVTS. (BENTONVILLE)(S)
RESURFACING EXTENSION

BENTON COUNTY

ARDOT JOB 090473

CEI PROJECT NO.30049

FAP NO.2230-9036(19)

FEBRUARY 2020



TOTAL LENGTH OF SW "I" ST. IMPROVEMENTS = 2375 LF = 0.45 MILES



PROJECT CONTACTS

CITY OF BENTONVILLE
TRANSPORTATION DEPARTMENT
CONSTRUCTION DIVISION
3200 SW MUNICIPAL DR.
BENTONVILLE, AR 72712
PHONE: 479-271-6840
EMAIL: DORRIGZ@BENTONVILLEAR.COM

WATERS/SEWER
CITY OF BENTONVILLE
CONSTRUCTION DIVISION
3200 SW MUNICIPAL DR.
BENTONVILLE, AR 72712
PHONE: 479-271-3730
EMAIL: SNAUFF@BENTONVILLEAR.COM

NATURAL GAS
BLACK HILLS ENERGY
CONSTRUCTION STUDIOS
1301 FEDERAL WAY, P.O. BOX 2129
LOWELL, AR 72745
PHONE: 479-320-5097
EMAIL: BRANDON.STUBBS@BLACKHILLSCORP.COM

ELECTRIC
CITY OF BENTONVILLE
CONTACT: WAYMAN THURMAN
1301 FEDERAL WAY, P.O. BOX 2129
BENTONVILLE, AR 72712
PHONE: 479-271-3135
EMAIL: WTHURMAN@BENTONVILLE.COM

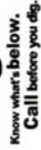
TELEPHONE
AT&T
CONTACT: BRYAN WILLIAMS
1301 FEDERAL WAY, P.O. BOX 2129
LOWELL, AR 72745
PHONE: 479-442-1967
EMAIL: AW9156@ATT.COM

CABLE
COK
CONTACT: MICHAEL MOORE
1301 FEDERAL WAY, P.O. BOX 2129
LOWELL, AR 72745
PHONE: 479-271-3730
EMAIL: MICHAEL.MOORE3@COK.COM



CEI
Engineering
Associates, Inc.

1308 SW RESEARCH PARKWAY
BENTONVILLE, AR 72712
313.9000
1.888.629.0229
1.888.629.0229
1.888.629.0229

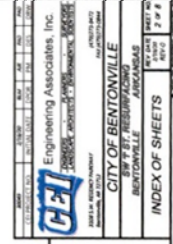


TITLE

ARBOOT ROADWAY STANDARD DRAWINGS

GOVERNING SPECIFICATIONS

ARKANSAS STATE HIGHWAY COMMISSION STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, EDITION OF 2014, AND THE FOLLOWING SPECIAL PROVISIONS AND SUPPLEMENTAL SPECIFICATIONS

[illegible]



GENERAL NOTES

1. THE CONTRACTOR SHALL PROVIDE 2' WIDE RADIUS FOR ROAD PERSONS IF FLAGGING IS REQUIRED.
2. STRENGTHLINE WILL BE USED TO MAINTAIN A UNIFORM HORIZONTAL ALIGNMENT.
3. THE CONTRACTOR SHALL FURNISH AND MAINTAIN STEEL WIRE 1" BUMP SIGNS (8" X 10" X 10") WITH BLACK LEGEND ON ORANGE BACKGROUND AT ALL CONSTRUCTION ZONES DURING MILLING AND PAVING OPERATIONS AS DIRECTED BY THE ENGINEER.
4. THE CONTRACTOR SHALL FURNISH AND MAINTAIN STEEL WIRE 1" BUMP SIGNS (8" X 10" X 10") WITH BLACK LEGEND ON ORANGE BACKGROUND AT ALL CONSTRUCTION ZONES DURING MILLING AND PAVING OPERATIONS AS DIRECTED BY THE ENGINEER.
5. PREPARATION WORK TO THE EXISTING SUBGRADE, INCLUDING EXPOSURE OF BASE AND SUBBASE, WILL NOT BE PAID FOR DIRECTLY BUT WILL BE CONSIDERED A PART OF THE OTHER ITEMS OF WORK. NO DIRECT PAYMENT WILL BE MADE FOR THIS WORK.
6. WHERE EXISTING DRAINAGE LANES ARE TO BE OVERLAID, THE CROSS SLOPE SHALL BE AS DIRECTED BY THE ENGINEER. NORMALLY THIS WILL CONFORM TO THE EXISTING CROSS SLOPE.
7. WHEN COLD MILLING IS INCLUDED IN THE CONTRACT, THE CONTRACTOR SHALL PROVIDE A TEMPORARY TRANSITION IN MILLING PATTERN TO MAINTAIN THE EXISTING CROSS SLOPE. THE MILLING PATTERN SHALL BE BASED ON THE ACCEPTED MILL DESIGN FOR THE TYPE OF ASPHALT. HOT MIX ASPHALT SHALL BE PLACED AFTER COLD MILLING, AND PAVEMENT WILL BE AT THE CONTRACT UNIT PRICES BID FOR THE VARIOUS CONSTRUCTION SEQUENCES.
8. THE SEQUENCE AS SHOWN ON THE MAINTENANCE OF TRAVEL PLANS IS GENERAL. ORDER FOR THE CONSTRUCTION OF THIS PROJECT, AND IN NO WAY IS IT INTENDED TO COVER EVERY ITEM IN THE PROJECT. IT IS NOT CRITICAL TO THE CONSTRUCTION SEQUENCE MAY BE CONSTRUCTED IN ANY STAGE AS APPROVED BY THE ENGINEER.
9. WHEN LEVELING OF THE DRAINAGE LANES IS REQUIRED, IT SHALL BE PLACED AND COMPACTED IN A SEPARATE OPERATION UNLESS OTHERWISE DIRECTED BY THE ENGINEER.
10. MATERIAL GENERATED FROM COLD MILLING OPERATIONS SHALL REMAIN THE PROPERTY OF THE CONTRACTOR.
11. THE CONTRACTOR SHALL SCHEDULE THEIR WORK SO THAT NO LANE CLOSURES EXIST FOR THE TIME PERIOD OF THE DAY WHEN THE COLD MILLING IS REQUIRED. THE CONTRACTOR SHALL ADVISE THE ENGINEER OF THE CLOSURE DATE, TIME, AND LOCATION. HOLIDAY IS IMMEDIATELY FOLLOWING A WEEKEND. THE WEEKEND WILL BE CONSIDERED A PART OF THE HOLIDAY.
12. THE COLD MILLED SURFACE SHALL BE OVERLAID WITHIN 7 CALENDAR DAYS. IF AN AREA OF THE PROJECT HAS BEEN COLD MILLED AND NOT OVERLAID WITHIN 7 DAYS, NO ADDITIONAL COLD MILLING SHALL TAKE PLACE UNTIL THE MILLED AREA IS OVERLAID.
13. ASPHALT DEBRIS RESULTING FROM THE PREPARATION WORK SHALL BE REMOVED FROM THE PROJECT. THIS MATERIAL SHALL NOT BE BLADED WITHIN THE RIGHT OF WAY.
14. WORK REQUIRED FOR "WATCHING EXISTING ROADWAY" SHALL BE COMPLETED PRIOR TO COLD MILLING OPERATIONS.
15. PRIOR TO CORRELATING THE DRAINAGE LANES, ALL UTILITY MANHOLES SHALL BE ADJUSTED TO MATCH THE FINAL SURFACE GRADE. THE ADJUSTMENT OF GRADE FOR UTILITY MANHOLES WILL NOT BE PAID DIRECTLY, BUT COMPENSATION SHALL BE CONSIDERED INCLUDED IN THE BID PRICES FOR THE CONTRACT'S PAY ITEMS.
16. IT IS THE CONTRACTOR'S RESPONSIBILITY TO IDENTIFY AND LOCATE EXISTING STRIPING AND TO REPLACE IT IN THE SAME LOCATION WITH NEW STRIPING AS IDENTIFIED IN THE PAY ITEMS.
17. THE CONTRACTOR TO COORDINATE WITH OWNER IF SIGNAL HEADS NEED TO BE TEMPORARILY ADJUSTED DUE TO LANE SHIFTS.

DATE	PROJECT NO.	SHEET NO.	DATE	PROJECT NO.	SHEET NO.
11/11/2020	2020-0000	001	11/11/2020	2020-0000	001
Engineering Associates, Inc.					
CITY OF BENTONVILLE					
BENTONVILLE, AR					
GENERAL NOTES					
3 of 6					





DATE	EXPIRATION	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC
12-15-2013	12-15-2014									

CEI

Engineering Associates, INC.
 10000 W. HIGHTWAY 100, SUITE 100
 DALLAS, TEXAS 75243-1000
 TEL: 214-343-7000 FAX: 214-343-7001
 WWW.CEI-INC.COM

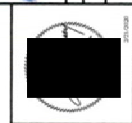
3000 E. W. HIGHTWAY 100
 SUITE 100
 DALLAS, TEXAS 75243-1000

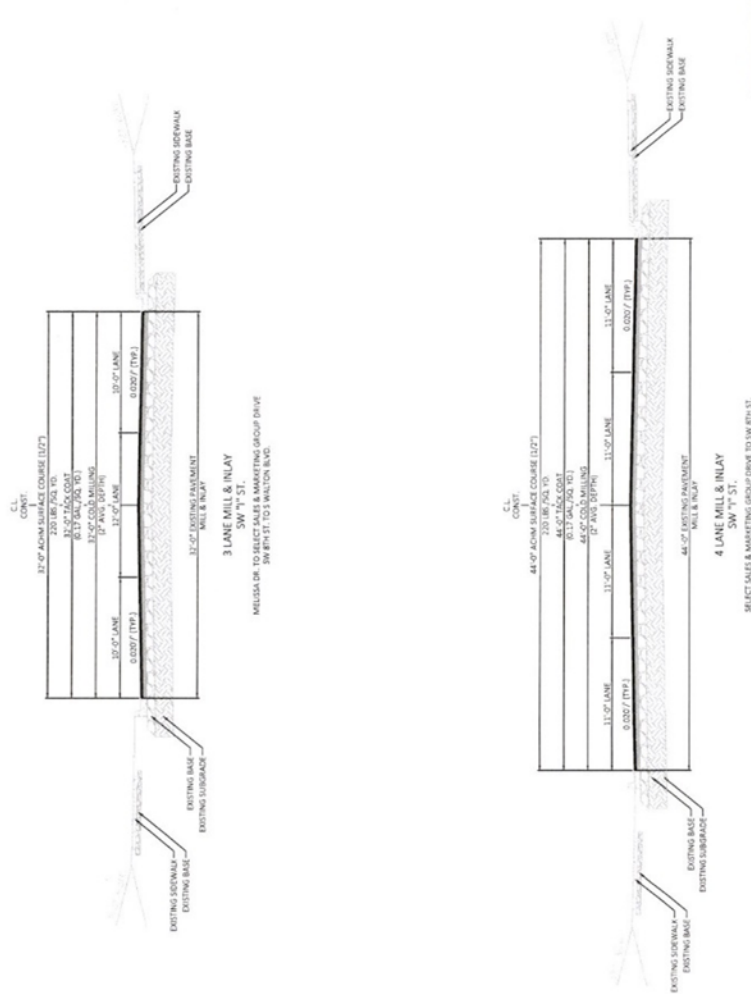
PRINTED BY
 DATE: 12-15-2013

CITY OF BENTONVILLE
SW 7TH RESURFACING
BENTONVILLE, ARIZONA

OVERALL LAYOUT

HEET NO
 4 OF 8

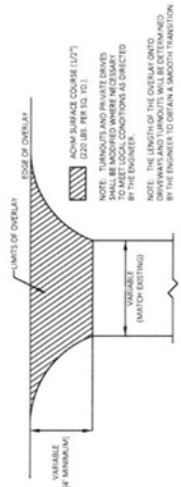




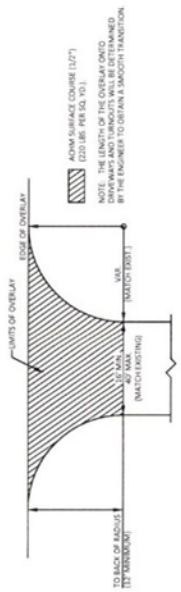
Engineering Associates, Inc.
2008 S. W. 10th AVE.
SUITE 100
BENTONVILLE, AR 72716
501-782-1111
www.ea-inc.com

CITY OF BENTONVILLE
811
BENTONVILLE, AR
TYPICAL SECTIONS





DETAIL FOR DRIVEWAY TURNOUTS
N.T.S.



DETAIL FOR STATE HIGHWAY, CITY STREET,
AND COUNTRY ROAD TURNOUTS
N.T.S.



DETAIL FOR TRANSITIONS
N.T.S.

NOTE
THE 100 THICAL CONNECTION LENGTH FOR TAPERING INTO
EXISTING PAVEMENT MAY BE REDUCED BY THE ENGINEER WHEN
USED FOR SIDE STREET CONNECTIONS.

Engineering Associates, Inc.
1000 N. 10th Street
Bentonville, Arkansas 72716
501-271-1111

CITY OF BENTONVILLE
BENTONVILLE, ARKANSAS
SPECIAL DETAILS



ADVANCE WARNING SIGNS				
SIGN NUMBER	DESCRIPTION	SIGN SIZE	TOTAL SIGNS REQUIRED	
			NO.	SQ. FT.
W5-1	ROAD WORK 1500 FT	36"X60"	2	18
W5-2	ROAD WORK 1000 FT	36"X60"	2	18
W5-3	ROAD WORK 500 FT	36"X60"	2	18
W5-4	ROAD WORK AHEAD	36"X60"	17	153
W5-5	END ROAD WORK	36"X60"	2	36
				216.9

NOTE: THIS IS A RATIO OF VOLUME ROAD AS DEFINED IN SECTION 664.03, STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION.

LOCATION	THERMOPLASTIC PAVEMENT MARKINGS						WORDS	ARROWS
	CONSTRUCTION PAVEMENT MARKINGS AND PERMANENT PAVEMENT MARKINGS							
	YELLOW	YELLOW (B&T LINE)	WHITE	L&T F&T		EACH		
	4"	12"	24"					
REBELLA DR. TO BELLEVILLE SALES & MARKING GROUP				1064			43	3
REBELLA DR. TO BELLEVILLE SALES & MARKING GROUP				425			43	3
REBELLA DR. TO BELLEVILLE SALES & MARKING GROUP				1700			135	2
WPH L. TO S. WALTON B.V.O.				51			6	6
TOTALS	4295	3432	521	198	28	6	20	

LOCATION	TACK COAT			ACME SURFACE COURSE (1/2")			
	AVG WTD	AVG SQ YD	GALLON	AVG WTD	AVG SQ YD	POUND	PO 76-22
FEET							
1000	25.00	368.29	1.13	31.00	507.22	220.00	335.44
500	25.00	368.29	1.13	31.00	507.22	220.00	335.44
250	25.00	368.29	1.13	31.00	507.22	220.00	335.44
100	25.00	368.29	1.13	31.00	507.22	220.00	335.44
50	25.00	368.29	1.13	31.00	507.22	220.00	335.44
25	25.00	368.29	1.13	31.00	507.22	220.00	335.44
10	25.00	368.29	1.13	31.00	507.22	220.00	335.44
5	25.00	368.29	1.13	31.00	507.22	220.00	335.44
TOTALS:		9144.44			9144.44		1004.80

NAME	PHONE	DATE	TIME	DATE	TIME	DATE	TIME
CEI TRUCK & SUPPLY	812-253-1100	10/25/06	10:00	10/25/06	10:00	10/25/06	10:00



CEI

Engineering Associates, Inc.

10000 N. W. 10TH AVE. SUITE 200
 MIAMI, FLORIDA 33157-2000
 (305) 551-1000 FAX (305) 551-1001

CITY OF BENTONVILLE

BENTONVILLE, ARKANSAS

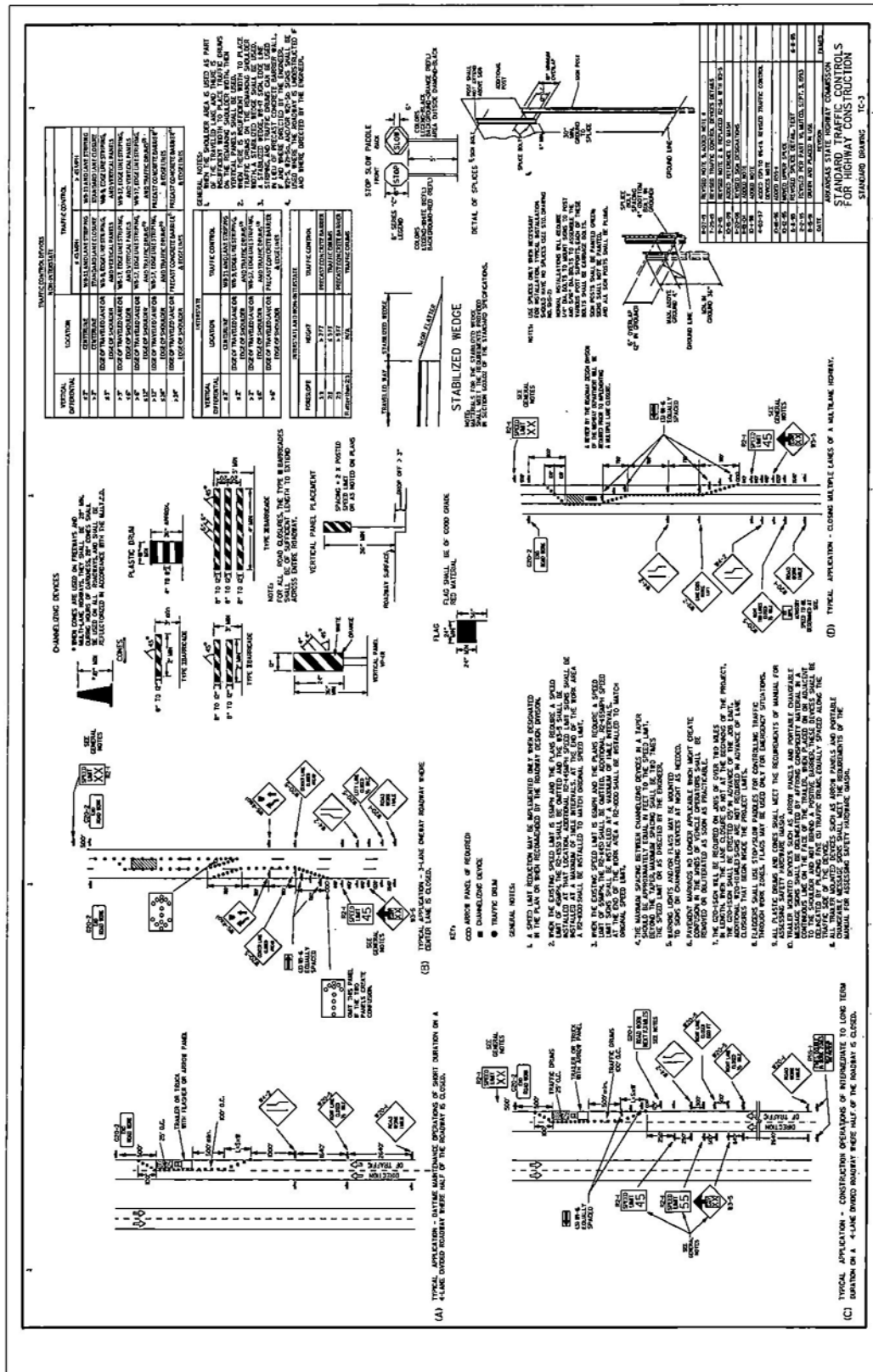
QUANTITIES

7 OF 8



SUMMARY OF QUANTITIES			
ITEM NUMBER	ITEM	QUANTITY	UNIT
461	PAK & COA	1927	CS
462	PAK & COA	1927	CS
463	PAK & COA	1927	CS
464	PAK & COA	1927	CS
465	PAK & COA	1927	CS
466	PAK & COA	1927	CS
467	PAK & COA	1927	CS
468	PAK & COA	1927	CS
469	PAK & COA	1927	CS
470	PAK & COA	1927	CS
471	PAK & COA	1927	CS
472	PAK & COA	1927	CS
473	PAK & COA	1927	CS
474	PAK & COA	1927	CS
475	PAK & COA	1927	CS
476	PAK & COA	1927	CS
477	PAK & COA	1927	CS
478	PAK & COA	1927	CS
479	PAK & COA	1927	CS
480	PAK & COA	1927	CS
481	PAK & COA	1927	CS
482	PAK & COA	1927	CS
483	PAK & COA	1927	CS
484	PAK & COA	1927	CS
485	PAK & COA	1927	CS
486	PAK & COA	1927	CS
487	PAK & COA	1927	CS
488	PAK & COA	1927	CS
489	PAK & COA	1927	CS
490	PAK & COA	1927	CS
491	PAK & COA	1927	CS
492	PAK & COA	1927	CS
493	PAK & COA	1927	CS
494	PAK & COA	1927	CS
495	PAK & COA	1927	CS
496	PAK & COA	1927	CS
497	PAK & COA	1927	CS
498	PAK & COA	1927	CS
499	PAK & COA	1927	CS
500	PAK & COA	1927	CS

[illegible][illegible]



CLEARING AND GRUBBING

1. CONSTRUCTION SEQUENCE
1. PLACE DIVISION DITCHES AND SLOPE PROTECTORS.
2. PERFORM CLEARING AND GRUBBING OPERATION.

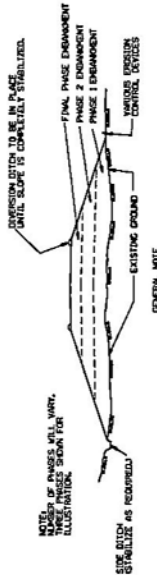
EXCAVATION



GENERAL NOTE
ALL DITCH SLOPES SHALL BE PREPARED, SEEDING AND MULCHED AS REQUIRED TO PREVENT EROSION. EROSION PROTECTORS SHALL BE PLACED AS REQUIRED TO STABILIZE SLOPES.

1. EXCAVATE AND STABILIZE INTERSECTION AND/OR DIVISION DITCHES.
2. PERFORM PHASE 1 EXCAVATION. PLACE PERMANENT OR TEMPORARY SEEDING.
3. PERFORM PHASE 2 EXCAVATION. PLACE PERMANENT OR TEMPORARY SEEDING.
4. PERFORM FINAL PHASE EXCAVATION. PLACE PERMANENT OR TEMPORARY SEEDING.
5. STABILIZE DITCH SLOPES WITH EROSION CONTROL DEVICES AS REQUIRED.

EMBANKMENT



GENERAL NOTE
ALL EMBANKMENT SLOPES SHALL BE PREPARED, SEEDING AND MULCHED AS REQUIRED TO PREVENT EROSION. EROSION PROTECTORS SHALL BE PLACED AS REQUIRED TO STABILIZE SLOPES.

1. CONSTRUCT DIVISION DITCHES, SLOPE PROTECTORS, SLOPE FENCES, AND EROSION PROTECTORS.
2. PLACE PHASE 1 EMBANKMENT WITH PERMANENT OR TEMPORARY SEEDING.
3. PLACE PHASE 2 EMBANKMENT WITH PERMANENT OR TEMPORARY SEEDING.
4. PLACE FINAL PHASE OF EMBANKMENT WITH PERMANENT OR TEMPORARY SEEDING.
5. STABILIZE EMBANKMENT SLOPES WITH EROSION CONTROL DEVICES AS REQUIRED.

ARKANSAS STATE HIGHWAY COMMISSION	
TEMPORARY EROSION CONTROL DEVICES	
STANDARD DRAWING TEC-3	
DESIGNED BY	DATE
CHECKED BY	DATE
APPROVED BY	DATE



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

AGENDA FORM

CITY COUNCIL MEETING OF:

May 12, 2020

Submitted by:

Dan Weese

Department

Engineering

Phone

271-3168

ACTION REQUIRED:

Budget Adjustment in the amount of \$169,983.01 for ILSD17-00012 - 090473 - Hwy. 102 SW I St. Interstate Improvements. (Bentonville) (S). This budget adjustment is for Schedule A of the contract.

COST TO CITY:

Cost of this Request:	\$169,983.01
Additional Budget Amount	\$169,983.01

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$ 1,013,923.24
Funds Expended to Date	731,478.39
Remaining Budget	282,444.85
Budget Adjustment	169,983.01
Remaining After Adjustment	\$ 452,427.86

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE





Date of Request: May 7, 2020

Acct Number	Account Name	Revenue + (-)	Expense + (-)	Fund Balance + (-)
				\$ -
203810-33410	State Grant	\$ 135,986.41		\$ 135,986.41
203820-47380	Improv's Other than Bldg/ Street Construction		\$ 169,983.01	\$ (169,983.01)
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
	Totals	\$ 135,986.41	\$ 169,983.01	\$ (33,996.60)

Budget Adjustment for Change Order 2 in the amount of \$169,983.01. 80% of this amount is reimbursable through the STP-A grant from ARDOT and the remaining will be paid from Street Fund Reserves.

Council Action: Approved Disapproved Other _____

Date: _____ Date entered: _____ By: _____

Revised 5/1/07

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

