



**Revised Agenda:
Revised Item 1k(1) – Item title
& resolution.**

BENTONVILLE CITY COUNCIL AGENDA

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

Public comments can be submitted by email submitted to cc.comments@bentonvillear.com by at least 4:00 p.m. on the day of the meeting. Those comments will be communicated to the members of the Council and the Mayor. Accommodation has also been made to allow Bentonville citizens to make “live” public comments orally in the event they cannot attend the meeting in person. To do so, please send an email indicating a desire to make public comments remotely to cc.comments@bentonvillear.com by at least 1:00 p.m. on the day of the meeting and a reply email will be sent with instructions about how your comments can be made. Making comments will require you to register with your name, address, phone number and email address. The pre-existing limitations (3 minutes) and procedures with respect to oral public comments will still apply.

City Council Meeting

Tuesday, January 11, 2022 6:00 p.m.

City Hall

305 S.W. “A” Street

Planning Commission Meeting Room

***If you would like to attend virtually, please register at the following link by 4:00 p.m. on January 11, 2022:**

https://us02web.zoom.us/webinar/register/WN_ggdwe4jTSsCrsxyZVyHcbg

Public Comments on Tonight’s Agenda Items (Limited Public Forum)

Questions, Comments and Discussion from City Council Members on Tonight’s Agenda

Call to Order

Pledge of Allegiance

Moment of Silence – For our Military Forces

Roll Call

Approval of Minutes: December 14, 2021

AGENDA

1. Planning:

- 1a. **Ordinance Accepting a Lot Split Of Lot 6 of Shops at the Forum Subdivision Creating Lots 7 & 8 to the City Of Bentonville, Arkansas (Project Number: LS21-0048).**

(Pages 16-19)

The Planning Commission voted 6-0, recommending approval.

The property is currently zoned C-2, General Commercial. A lot split of Lot 6 of Shops at the Forum Subdivision, creating new Lot 7 (+/- 10.11 acres) and new Lot 8 (+/- 5.7 acres) of Shops at the Forum Subdivision. The plat dedicates various easements and dedicates right-of-way along Medical Center Parkway per the Master Street Plan.

- 1b. **Ordinance Accepting a Lot Split Of Parcel 01-00222-006 Creating New Mountain Bike Addition Ph.2 Subdivision Lot 1 to the City of Bentonville, Arkansas (Project Number: PLA21-0058).**

(Pages 20-23)

The Planning Commission voted 6-0, recommending approval.

The property is currently zoned A-1, Agricultural. A lot split of un-platted section land, creating new Lot 1 (+/- 3.61 acres) of Mountain Bike Addition Ph. II. The plat dedicates various utility easements to serve the new lot.

- 1c. **Ordinance Accepting a Property Line Adjustment of Lot 22, Block 5 of Clark's Second Addition to the City of Bentonville, Arkansas (Project Number: LS21-0066).**

(Pages 24-26)

The Planning Commission voted 6-0, recommending approval.

The property is currently zoned R-1, Low Density Single-Family Residential. A property line adjustment of existing of Lots 2 and 3, Block 5 of Clark's Second Addition, creating new Lot 22 (+/- 0.21 acres), Block 5, of Clark's Second Addition. The plat dedicates various utility easements to serve the new lots.

- 1d. **Ordinance Accepting a Property Line Adjustment of Lots 25 & 26 Sherrill Heights Subdivision to The City Of Bentonville, Arkansas (Project Number: LS21-0067).**

(Pages 27-29)

The Planning Commission voted 6-0, recommending approval.

The property is currently zoned R-1, Low Density Single-Family Residential. A property line adjustment of existing Lot 3 of Sherrill Heights, creating new Lot 25 (+/- 0.3 acres) and Lot 26 (+/- 0.33 acres) of Sherrill Heights. The plat dedicates various utility easements to serve the new lots.

- 1e. **Ordinance Accepting a Lot Split of Gateway North Subdivision Creating Lot 2 And 3, to the City of Bentonville, Arkansas (Project Number: LS21-0068).**

(Pages 30-32)

The Planning Commission voted 6-0, recommending approval.

The property is currently zoned I-1, Light Industrial. A lot split of existing Lot 1, creating new Lot 2 (+/- 28.47 acres) and Lot 3 (+/- 39.46 acres) of Gateway North Subdivision. Existing right-of-way widths for SW Regional Airport Blvd. and SW Rainbow Farm Road comply with the requirements of the current Master Street Plan. The plat dedicates several utility and drainage easements to serve the lots. Private access easements will be dedicated by separate instruments to serve the newly created lots.

- 1f. **Ordinance Accepting a Property Line Adjustment Of Salley Addition, Creating Tara Ridge Subdivision Lot 1 to the City Of Bentonville, Arkansas (Project Number: PLA21-0047).**

(Pages 33-36)

The Planning Commission voted 6-0, recommending approval.

A property line adjustment of existing Lots 1 & 2 of Salley Addition and un-platted section land, creating new Lot 1 (+/- 25.21 acres) of Tara Ridge Subdivision. Additional right-of-way is being dedicated along SE Rainbow Road per the requirements of the current Master Street Plan.

- 1g. **Ordinance accepting a property line adjustment of lot 1, 2 & 3 Faircloe block addition, creating lot 25 to The City of Bentonville, Arkansas (Project Number: PLA21-0057).**

(Pages 37-39)

The Planning Commission voted 6-0, recommending approval.

The property is currently zoned R-2, Medium Density Two Family and Townhome. A property line adjustment of Lots 1, 2, and 3 of Faircloe Block Addition, creating new Lot 27 (+/- 0.26 acres) of Faircloe Block Addition. The plat dedicates 5.7 feet of additional right-of-way along SW 4th Street, per the Master Street Plan.

- 1h. **Ordinance accepting a lot split of lots 15 & 18 Seals Addition creating lots 20 & 21 to the City of Bentonville, Arkansas (Project Number: PLA21-0060).**

(Pages 40-43)

The Planning Commission voted 6-0, recommending approval.

The property is currently zoned I-1, Light Industrial. A lot split of existing Lots 15 and 18 of Seals Addition, creating new Lot 20 (+/- 3.68 acres) and Lot 21 (+/- 8.47 acres) of Seals Addition. The plat dedicates a 15-foot utility easement.

- 1i. **Ordinance changing real estate in The City of Bentonville, Arkansas, from its present zoning classification of R-1, Low Density Single Family Residential to DN-2, Downtown Medium-Density Residential (Project number: RZ21-0076).**

(Pages 44-47)

The Planning Commission voted 6-0, recommending approval.

The DN-2 district is intended to allow for an increased single-family density through small lot widths where alleys and infrastructure support such development, and where small-lot single family development provides an appropriate transition between large-lot residential areas and those of higher density. This rezoning request is consistent with the Bentonville Community Plan

and the Future Land Use Plan. Additionally, this request is consistent with surrounding land-use patterns as there are existing DN-2 zoning districts in the immediate area.

- 1j(1). **Resolution adopting revisions to the future land use map of the City of Bentonville to change real estate from its present land use classification of Commercial to Mixed-Use Commercial. (Project number: RZ21-0078).**

(Pages 48-56)

The Planning Commission voted 6-0, recommending approval.

The Future Land Use Plan currently depicts this property as General Commercial. The applicant requests a change in the Future Land Use Plan to Mixed-Use Commercial. These areas include uses that provide goods and services to nearby residents. Local retail, day-to-day services, and small offices are appropriate in these areas. Vertical mixed-use developments are encouraged in mixed-use commercial areas, with upper floors including offices, services, or residential uses. Parking may be more prominent in these areas than in Downtown Commercial areas but should be sited and designed to not be detrimental to the character of the area. The property is located within Priority Area 1, Downtown Intensification, as identified in Chapter 4 of the Bentonville Community Plan. This area highlights reinvestment in urban neighborhoods in and around downtown Bentonville.

- 1j(2). **Ordinance Changing Real Estate in the City of Bentonville, Arkansas, From its Present Zoning Classification of C-2, General Commercial to C-3, Mixed-Use Commercial (Project number: RZ21-0078).**

(Pages 48-58)

The Planning Commission voted 6-0, recommending approval.

The C-3 zoning district is established for areas outside of downtown to provide an opportunity for people to live, work, meet, shop, and utilize services within the vicinity of their residences. The C3 district allows for a mix of neighborhood commercial and personal services, offices, and medium-density residential uses. Development in this district should be designed with an urban, walkable character that encourages physical activity, alternative transportation, and greater social interaction to benefit the health and wellbeing of residents.

This rezoning request is consistent and compatible with existing land use patterns. Staff recommends approval of the Future Land Use Map amendment and the rezoning request.

- 1k(1). **Resolution Adopting Revisions to The Future Land Use Map of the City of Bentonville to Change Real Estate From its Present Land Use Classification of Medium Density Residential to Downtown Commercial (Project number: RZ21-0079).**

(Pages 59-67)

The Planning Commission voted 5-1, recommending approval.

The Future Land Use Plan currently depicts this property as Medium Density Residential. The applicant requests a change in the Future Land Use Plan to Downtown Commercial. These areas include traditional mixed-use developments with a focus on design character and pedestrian access. Ground-floor uses should

include activities that capitalize on pedestrian traffic and support street life, such as restaurants, retail, and services that create frequent patron traffic. Upper-floor uses could include offices, services not reliant on ground-floor visibility, and residential units. Parking could be provided in Downtown Commercial areas, but only where it is not detrimental to the character of the area and is secondary to a primary use. The property is located within Priority Area 1, Downtown Intensification, as identified in Chapter 4 of the Bentonville Community Plan. This area highlights reinvestment in urban neighborhoods in and around downtown Bentonville.

- 1k(2). **Ordinance Changing Real Estate in the City of Bentonville, Arkansas, from its Present Zoning Classification of R-1, Low Density Single Family Residential to DE, Downtown Edge (Project number: RZ21-0079).**

(Pages 59-68)

The Planning Commission voted 5-1, recommending approval.

The DE district is established to create an area of transition between the Downtown Core with its retail emphasis and the lower-density residential neighborhoods on the outskirts of downtown. This is the area of downtown with the greatest potential for infill and redevelopment. The physical form of structures begins to shift from commercial to residential character with flexibility in use, taking on a more service-oriented character for surrounding neighborhoods. The horizontal and vertical mixed-use allows retail, commercial, office, and residential uses on all floors. Live/work housing, personal services, and small offices are strongly evident in this district. Buildings are spaced closely but are separated by setbacks.

This rezoning request is consistent and compatible with existing land use patterns. Staff recommends approval of the Future Land Use Map amendment and the rezoning request.

- 1l(1). **Resolution Adopting Revisions to the Future Land Use Map of the City of Bentonville to Change Real Estate From its Present Land Use Classification of Residential Estates to Commercial (Project number: RZ21-0083).**

(Pages 69-74)

The Planning Commission voted 6-0, recommending approval.

The Future Land Use Plan currently depicts this property as Residential Estate. The applicant is requesting a change in the Future Land Use Plan to General Commercial. These areas 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, services, and offices. Vertical mixed-use developments are encouraged but are not as high a priority as in mixed-use or downtown commercial areas. General commercial uses should balance access between pedestrians and vehicles, though the impacts of parking should be minimized through site design and landscaping.

The property is located within Priority Area 3, Edge Growth, as identified in Chapter 4 of the Bentonville Community Plan. This area focuses on developing in areas proximate to existing infrastructure to capitalize on municipal and private investments that have already taken place.

- 11(2). **Ordinance Changing Real Estate in the City of Bentonville, Arkansas, from its Present Zoning Classification of A-1, Agricultural to C-1, Neighborhood Commercial (Project Number: RZ21-0083).**

(Pages 69-76)

The Planning Commission voted 6-0, recommending approval.

The C-1 District is designed primarily to provide convenience goods and personal services for persons living in the surrounding residential areas while maintaining a character in harmony with residential development. To this end, development in the C-1 District should harmonize in terms of form, bulk, height, materials, architecture, and overall design with surrounding residential areas. Signage and lighting should be subdued while landscaping and open space should be maximized. Parking areas should be as inconspicuous as possible as should loading and trash collection areas.

This request is not consistent with the Future Land Use Plan, however, it is consistent with surrounding zoning districts as there is an existing C-2 on the lot immediately adjacent to the west and other commercial uses in the vicinity and along the arterial road that borders the property to the south. Conclusion This rezoning request is consistent and compatible with existing land use patterns. Staff recommends approval of the Future Land Use Map amendment and the rezoning request.

- 1m. **Ordinance Changing Real Estate in the City Of Bentonville, Arkansas, From its Present Zoning Classification of R-1, Low Density Single Family Residential to DN-2, Downtown Medium-Density Residential (Project Number: RZ21-0084).**

(Pages 77-84)

The Planning Commission voted 6-0, recommending approval.

The DN-2 district is established to allow for an increased single-family density through small lot widths where alleys and infrastructure support such development, and where small-lot single family development provides an appropriate transition between large-lot residential areas and those of higher density.

This rezoning request is consistent with the Bentonville Community Plan and the Future Land Use Plan. Additionally, this request is consistent with surrounding land-use patterns as there are existing DN-2 zoning districts in the immediate area. This rezoning request is consistent with the Future Land Use Plan and is compatible with surrounding land uses. Staff recommends approval of the rezoning request.

2. Public hearing and ordinance vacating a Utility Easement requested for 806-808 NE A Street (VAC21-0031). (Pages 85-88)
3. Resolution seeking City Council approval authorizing the Mayor and Clerk to enter into an agreement with Meshek & Associates, LLC, to be the engineering consultant to study the flooding on SW Nutmeg, design the needed improvements, and provide project management. This firm was selected using the City's standard SOQ selection process for professional services in accordance with Arkansas State Law. (Pages 89-105)

4. Budget adjustment in the amount of \$1,200.00, to recognize receipt of a grant from the Arkansas Alternative Dispute Resolution Commission for the Bentonville District Court mediation program. **(Pages 106-108)**
5. Resolution authorizing the Mayor and City Clerk to enter into a Through the Fence Airport Access Agreement with Game Engines, LLC and Game Composite, LLC. **(Pages 109-120)**
6. Resolution authorizing a Real Estate Transaction with Busbam LLC, in the amount of \$40,000.00 for the purchase of .06 acres at along the Razorback Greenway on SE Henry Street. **(Pages 121-137)**
7. City Council approval of Mayor Orman's recommendation to reappoint Steven George and Justin Hundley and appoint Ashton Alsup and Brady Blake to the Parks and Recreation Advisory Board. **(Pages 138-147)**
8. Motion by City Council to move the March 22, 2022, City Council meeting and reschedule to March 29, 2022.



City Council Agenda Items

**For the City Council Meeting of January 11, 2022
From the January 4, 2022 Planning Commission Meeting**

- 1. Ordinance Accepting A Lot Split of Lot 6 of Shops At The Forum Subdivision Creating Lots 7 & 8 to the City of Bentonville, Arkansas (Project Number: LS21-0048).**

The Planning Commission voted 6-0, recommending approval.

The property is currently zoned C-2, General Commercial. A lot split of Lot 6 of Shops at the Forum Subdivision, creating new Lot 7 (+/- 10.11 acres) and new Lot 8 (+/- 5.7 acres) of Shops at the Forum Subdivision. The plat dedicates various easements and dedicates right-of-way along Medical Center Parkway per the Master Street Plan.

- 2. Ordinance Accepting A Lot Split Of Parcel 01-00222-006 Creating New Mountain Bike Addition Ph.2 Subdivision Lot 1 To The City Of Bentonville, Arkansas (Project Number: PLA21-0058).**

The Planning Commission voted 6-0, recommending approval.

The property is currently zoned A-1, Agricultural. A lot split of un-platted section land, creating new Lot 1 (+/- 3.61 acres) of Mountain Bike Addition Ph. II. The plat dedicates various utility easements to serve the new lot.

- 3. Ordinance Accepting A Property Line Adjustment Of Lot 22, Block 5 of Clark's Second Addition To The City Of Bentonville, Arkansas (Project Number: LS21-0066).**

The Planning Commission voted 6-0, recommending approval.

The property is currently zoned R-1, Low Density Single-Family Residential. A property line adjustment of existing of Lots 2 and 3, Block 5 of Clark's Second Addition, creating new Lot 22 (+/- 0.21 acres), Block 5, of Clark's Second Addition. The plat dedicates various utility easements to serve the new lots.

- 4. Ordinance Accepting A Property Line Adjustment Of Lots 25 & 26 Sherrill Heights Subdivision To The City Of Bentonville, Arkansas (Project Number: LS21-0067).**

The Planning Commission voted 6-0, recommending approval.

The property is currently zoned R-1, Low Density Single-Family Residential. A property line adjustment of existing Lot 3 of Sherrill Heights, creating new Lot 25 (+/- 0.3 acres) and Lot 26 (+/- 0.33 acres) of Sherrill Heights. The plat dedicates various utility easements to serve the new lots.

- 5. Ordinance Accepting A Lot Split Of Gateway North Subdivision Creating Lot 2 And 3, To The City Of Bentonville, Arkansas (Project Number: LS21-0068).**

The Planning Commission voted 6-0, recommending approval.

The property is currently zoned I-1, Light Industrial. A lot split of existing Lot 1, creating new Lot 2 (+/- 28.47 acres) and Lot 3 (+/- 39.46 acres) of Gateway North Subdivision. Existing right-of-way widths for SW Regional Airport Blvd. and SW Rainbow Farm Road comply with the requirements of the current Master Street Plan. The plat dedicates several utility and drainage easements to serve the lots. Private access easements will be dedicated by separate instruments to serve the newly created lots.

6. Ordinance Accepting A Property Line Adjustment Of Salley Addition, Creating Tara Ridge Subdivision Lot 1 To The City Of Bentonville, Arkansas (Project Number: PLA21-0047).

The Planning Commission voted 6-0, recommending approval.

A property line adjustment of existing Lots 1 & 2 of Salley Addition and un-platted section land, creating new Lot 1 (+/- 25.21 acres) of Tara Ridge Subdivision. Additional right-of-way is being dedicated along SE Rainbow Road per the requirements of the current Master Street Plan.

7. Ordinance accepting a property line adjustment of lot 1, 2 & 3 Faircloe block addition, creating lot 25 to The City of Bentonville, Arkansas (Project Number: PLA21-0057).

The Planning Commission voted 6-0, recommending approval.

The property is currently zoned R-2, Medium Density Two Family and Townhome. A property line adjustment of Lots 1, 2, and 3 of Faircloe Block Addition, creating new Lot 27 (+/- 0.26 acres) of Faircloe Block Addition. The plat dedicates 5.7 feet of additional right-of-way along SW 4th Street, per the Master Street Plan.

8. Ordinance accepting a lot split of lots 15 & 18 Seals Addition creating lots 20 & 21 to The City of Bentonville, Arkansas (Project Number: PLA21-0060).

The Planning Commission voted 6-0, recommending approval.

The property is currently zoned I-1, Light Industrial. A lot split of existing Lots 15 and 18 of Seals Addition, creating new Lot 20 (+/- 3.68 acres) and Lot 21 (+/- 8.47 acres) of Seals Addition. The plat dedicates a 15-foot utility easement.

9. Ordinance changing real estate in The City of Bentonville, Arkansas, from its present zoning classification of R-1, Low Density Single Family Residential to DN-2, Downtown Medium-Density Residential (Project number: RZ21-0076).

The Planning Commission voted 6-0, recommending approval.

The DN-2 district is intended to allow for an increased single-family density through small lot widths where alleys and infrastructure support such development, and where small-lot single family development provides an appropriate transition between large-lot residential areas and those of higher density. This rezoning request is consistent with the Bentonville Community Plan and the Future Land Use Plan. Additionally, this request is consistent with surrounding land-use patterns as there are existing DN-2 zoning districts in the immediate area.

10a. Resolution adopting revisions to the future land use map of The City of Bentonville to change real estate from its present land use classification of Commercial to Mixed-Use. (Project number: RZ21-0078).

The Planning Commission voted 6-0, recommending approval.

The Future Land Use Plan currently depicts this property as General Commercial. The applicant requests a change in the Future Land Use Plan to Mixed-Use Commercial. These areas include uses that provide goods and services to nearby residents. Local retail, day-to-day services, and small offices are appropriate in these areas. Vertical mixed-use developments are encouraged in mixed-use commercial areas, with upper floors including offices, services, or residential uses. Parking may be more prominent in these areas than in Downtown Commercial areas but should be sited and designed to not be detrimental to the character of the area. The property is located within Priority Area 1, Downtown Intensification, as identified in Chapter 4 of the Bentonville Community Plan. This area highlights reinvestment in urban neighborhoods in and around downtown Bentonville.

10b. Ordinance Changing Real Estate In The City Of Bentonville, Arkansas, From Its Present Zoning Classification Of C-2, General Commercial To C-3, Mixed-Use Commercial (Project number: RZ21-0078).

The Planning Commission voted 6-0, recommending approval.

The C-3 zoning district is established for areas outside of downtown to provide an opportunity for people to live, work, meet, shop, and utilize services within the vicinity of their residences. The C3 district allows for a mix of neighborhood commercial and personal services, offices, and medium-density residential uses. Development in this district should be designed with an urban, walkable character that encourages physical activity, alternative transportation, and greater social interaction to benefit the health and wellbeing of residents.

This rezoning request is consistent and compatible with existing land use patterns. Staff recommends approval of the Future Land Use Map amendment and the rezoning request.

11a. Resolution Adopting Revisions To The Future Land Use Map Of The City Of Bentonville To Change Real Estate From Its Present Land Use Classification of Medium Density Residential to Downtown Commercial (Project number: RZ21-0079).

The Planning Commission voted 5-1, recommending approval.

The Future Land Use Plan currently depicts this property as Medium Density Residential. The applicant requests a change in the Future Land Use Plan to Downtown Commercial. These areas include traditional mixed-use developments with a focus on design character and pedestrian access. Ground-floor uses should include activities that capitalize on pedestrian traffic and support street life, such as restaurants, retail, and services that create frequent patron traffic. Upper-floor uses could include offices, services not reliant on ground-floor visibility, and residential units. Parking could be provided in Downtown Commercial areas, but only where it is not detrimental to the character of the area and is secondary to a primary use. The property is located within Priority Area 1, Downtown Intensification, as identified in Chapter 4 of the Bentonville Community Plan. This area highlights reinvestment in urban neighborhoods in and around downtown Bentonville.

11b. Ordinance Changing Real Estate In The City Of Bentonville, Arkansas, From Its Present Zoning Classification Of R-1, Low Density Single Family Residential To DE, Downtown Edge (Project number: RZ21-0079).

The Planning Commission voted 5-1, recommending approval.

The DE district is established to create an area of transition between the Downtown Core with its retail emphasis and the lower-density residential neighborhoods on the outskirts of downtown. This is the area of downtown with the greatest potential for infill and redevelopment. The physical form of structures begins to shift from commercial to residential character with flexibility in use, taking on a more service-oriented character for surrounding neighborhoods. The horizontal and vertical mixed-use allows retail, commercial, office, and residential uses on all floors. Live/work housing, personal services, and small offices are strongly evident in this district. Buildings are spaced closely but are separated by setbacks.

This rezoning request is consistent and compatible with existing land use patterns. Staff recommends approval of the Future Land Use Map amendment and the rezoning request.

12a. Resolution Adopting Revisions To The Future Land Use Map Of The City Of Bentonville To Change Real Estate From Its Present Land Use Classification of Residential Estates to Commercial (Project number: RZ21-0083)

The Planning Commission voted 6-0, recommending approval.

The Future Land Use Plan currently depicts this property as Residential Estate. The applicant is requesting a change in the Future Land Use Plan to General Commercial. These areas 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, services, and offices. Vertical mixed-use developments are encouraged but are not as high a priority as in mixed-use or downtown commercial areas. General commercial uses should balance access between pedestrians and vehicles, though the impacts of parking should be minimized through site design and landscaping.

The property is located within Priority Area 3, Edge Growth, as identified in Chapter 4 of the Bentonville Community Plan. This area focuses on developing in areas proximate to existing infrastructure to capitalize on municipal and private investments that have already taken place.

12b. Ordinance Changing Real Estate In The City Of Bentonville, Arkansas, From Its Present Zoning Classification of A-1, Agricultural to C-1, Neighborhood Commercial (Project Number: RZ21-0083).

The Planning Commission voted 6-0, recommending approval.

The C-1 District is designed primarily to provide convenience goods and personal services for persons living in the surrounding residential areas while maintaining a character in harmony with residential development. To this end, development in the C-1 District should harmonize in terms of form, bulk, height, materials, architecture, and overall design with surrounding residential areas. Signage and lighting should be subdued while landscaping and open space should be maximized. Parking areas should be as inconspicuous as possible as should loading and trash collection areas.

This request is not consistent with the Future Land Use Plan, however, it is consistent with surrounding zoning districts as there is an existing C-2 on the lot immediately adjacent to the west and other commercial uses in the vicinity and along the arterial road

that borders the property to the south. Conclusion This rezoning request is consistent and compatible with existing land use patterns. Staff recommends approval of the Future Land Use Map amendment and the rezoning request.

13. Ordinance Changing Real Estate In The City Of Bentonville, Arkansas, From Its Present Zoning Classification of R-1, Low Density Single Family Residential to DN-2, Downtown Medium-Density Residential (Project Number: RZ21-0084).

The Planning Commission voted 6-0, recommending approval.

The DN-2 district is established to allow for an increased single-family density through small lot widths where alleys and infrastructure support such development, and where small-lot single family development provides an appropriate transition between large-lot residential areas and those of higher density.

This rezoning request is consistent with the Bentonville Community Plan and the Future Land Use Plan. Additionally, this request is consistent with surrounding land-use patterns as there are existing DN-2 zoning districts in the immediate area. This rezoning request is consistent with the Future Land Use Plan and is compatible with surrounding land uses. Staff recommends approval of the rezoning request.



Consent Agenda Items

For the Planning Commission meeting of January 4, 2022

Reviewer: Elizabeth Johnson, Senior Planner, AICP

- ❖ At the Technical Review meeting held on December 28, 2021 the Planning Commission requested these items be placed on the consent agenda. The descriptions below shall serve as the staff report for each of the consent agenda items.

Lot Split: Lots 7 and 8 of Shops at the Forum Subdivision, Mathias Shopping Centers, Inc., 1400 SE Walton Boulevard, C-2, General Commercial, LS21-0048

The property is currently zoned C-2, General Commercial. A lot split of Lot 6 of Shops at the Forum Subdivision, creating new Lot 7 (+/- 10.11 acres) and new Lot 8 (+/- 5.7 acres) of Shops at the Forum Subdivision. The plat dedicates various easements and dedicates right-of-way along Medical Center Parkway per the Master Street Plan.

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

Lot Split: Lot 1 of Mountain Bike Addition Ph. II, NWA Trailblazers, NW A Street, A-1, Agricultural, PLA21-0058

The property is currently zoned A-1, Agricultural. A lot split of unplatted section land, creating new Lot 1 (+/- 3.61 acres) of Mountain Bike Addition Ph. II. The plat dedicates various utility easements to serve the new lot.

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

Lot Split: Lot 22, Block 5 of Clark's Second Addition, Britain White and Kimberly White, SE corner of SW E and SW 3rd Street, R-1, Low Density Single-Family Residential, LS21-0066

The property is currently zoned R-1, Low Density Single-Family Residential. A lot split of a portion of Lots 2 and 3, Block 5 of Clark's Second Addition, creating new Lot 22 (+/- 0.21 acres), Block 5, of Clark's Second Addition. The plat dedicates various utility easements to serve the new lots.

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

Lot Split: Lots 25 & 26 of Sherrill Heights, Calcon, Inc., 1605 Kimberly Place, R-1, Low Density Single-Family Residential, LS21-0067

The property is currently zoned R-1, Low Density Single-Family Residential. A lot split of a portion of Lot 3 of Sherrill Heights, creating new Lot 25 (+/- 0.3 acres) and Lot 26 (+/- 0.33 acres) of Sherrill Heights. The plat dedicates various utility easements to serve the new lots.

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

Lot Split: Lots 2 & 3 of Gateway North Subdivision, Crossmar Industrial North 100 LLC, 4300 SW Rainbow Farm Road, I-1, Light Industrial, LS21-0068

The property is currently zoned I-1, Light Industrial. A lot split of existing Lot 1, creating new Lot 2 (+/- 28.47 acres) and Lot 3 (+/- 39.46 acres) of Gateway North Subdivision. Existing right-of-way widths for SW Regional Airport Blvd. and SW Rainbow Farm Road comply with the requirements of the current Master Street Plan. The plat dedicates several utility and drainage easements to serve the lots. Private access easements will be dedicated by separate instruments to serve the newly created lots.

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

Property Line Adjustment: Lot 1 Tara Ridge Subdivision, Salley, Charles R & Brenda K, 3809 SW Crockett Street, R-3, Medium-High Density Multifamily Residential & A-1, Agriculture, PLA21-0047

A portion of this property is currently zoned R-3, Medium-High Density Multifamily Residential. The other portion was recently annexed into the city and is currently zoned A-1, Agriculture. However, a rezoning request has been submitted for the recently annexed portion and will appear on the January 18th PC agenda. A property line adjustment of existing Lots 1 & 2 of Salley Addition and unplatted section land, creating new Lot 1 (+/- 25.21 acres) of Tara Ridge Subdivision. Additional right-of-way is being dedicated along SE Rainbow Road per the requirements of the current Master Street Plan.

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

Property Line Adjustment: Lot 27 of Fairclo Block Addition, Andres Capra and Aimee Capra, 609 SW 4th Street, R-2, Medium Density Two Family and Townhome, PLA21-0057

The property is currently zoned R-2, Medium Density Two Family and Townhome. A property line adjustment of Lots 1, 2, and 3 of Fairclo Block Addition, creating new Lot 27 (+/- 0.26 acres) of Fairclo Block Addition. The plat dedicates 5.7 feet of additional right-of-way along SW 4th Street, per the Master Street Plan.

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

Property Line Adjustment: Lots 20 and 21 of Seals Addition, Game Engines, LLC and Mars Loop, LLC, 3201 SW I Street I-1, Light Industrial, PLA21-0060

The property is currently zoned I-1, Light Industrial. A property line adjustment of Lots 15 and 18 of Seals Addition, creating new Lot 20 (+/- 3.68 acres) and Lot 21 (+/- 8.47 acres) of Seals Addition. The plat dedicates a 15-foot utility easement.

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

Large-Scale Development: Gateway North 200, Crossmar Industrial North 100 LLC, 4300 SW Rainbow Farm Road, I-1, Light Industrial, LSD21-0065

The subject property is currently zoned I-1, Light Industrial. A Large-Scale Development proposing the addition of a +/-283,550 square foot office/warehouse facility. Parking spaces are adequate, 163 parking spaces are provided, and 117 parking spaces are required. Sidewalks, landscaping, grading/drainage, and site amenities are per the requirements of the Land Development Code. Access to the project will be achieved through the existing ingress/egress point onto SW Regional Airport Blvd. and SW Rainbow Farm Road as well as a new ingress/egress point onto SW Rainbow Farm Road. The primary materials on the exterior of the building include concrete tilt-up panels, storefront glass, and metal panels. Note that since this project is zoned I-1 the only facade subject to the Building Materials Design Standards is the south façade facing SW Rainbow Farm Road.

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

Large-Scale Development: SW 5th & SW F Parking, Bentonvest Fund IV, LLC, SW F Street, R-O, Residential Office, LSD21-0068

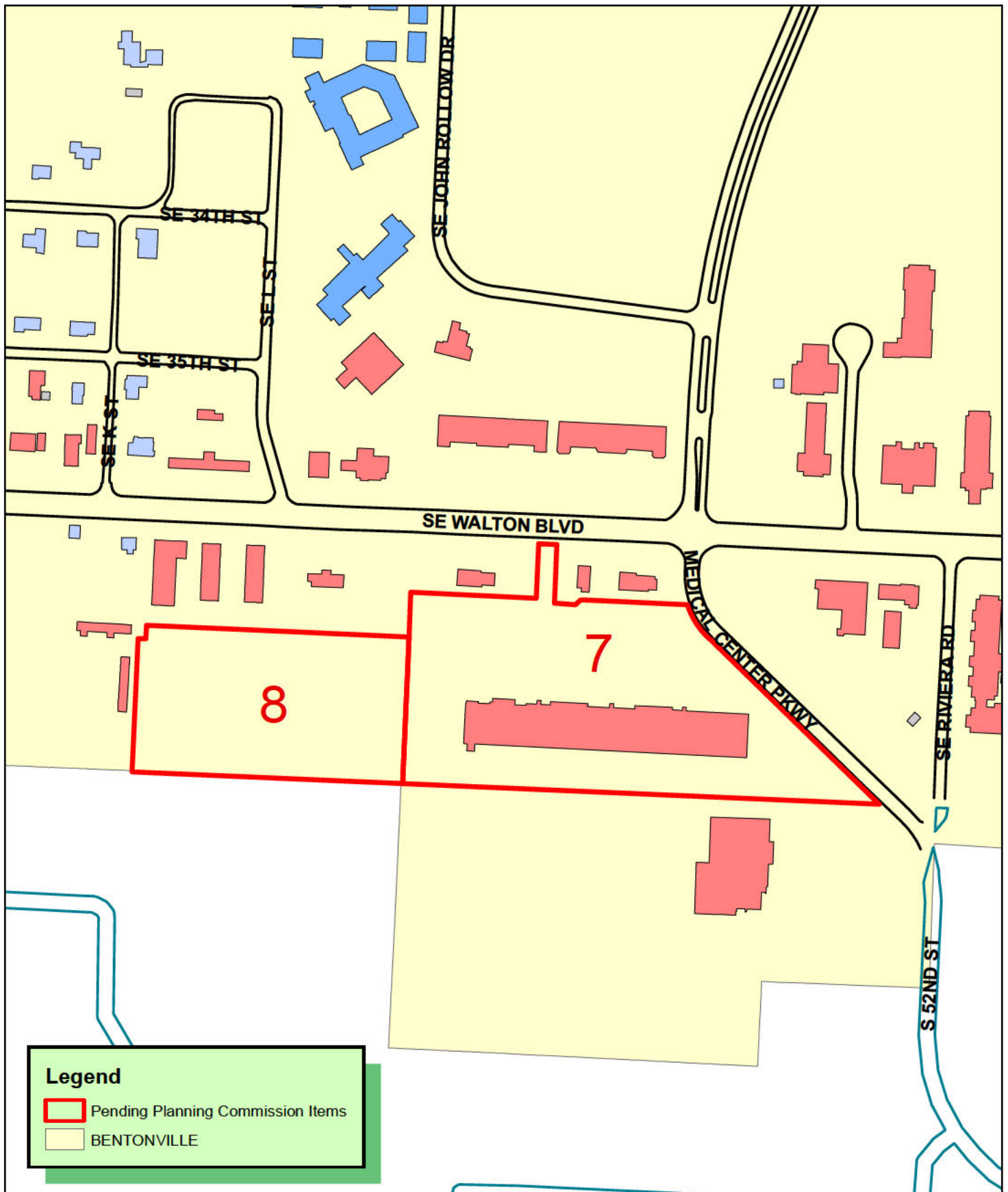
The subject property is currently zoned R-O, Residential Office. A Large-Scale Development proposing the development of a 9 space parking lot. Sidewalks, landscaping, grading/drainage, and site amenities are per the requirements of the Land Development Code. Access to the project will be achieved through a single, ingress/egress point onto SW F Street. An administrative waiver was approved by Community Development Director Ellen Norvell on December 17th from the minimum throat length requirements.

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

Large-Scale Development: Motto Hotel, Osage Hospitality, LLC, 229 S Main Street, DC, Downtown Core, LSD20-0071

A request for a one-year extension on the previously approved Motto Hotel Development. The applicant's updated elevations and site plan also depict the enclosure of an area previously reserved for a planter box.

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



**LS21-0048
LOT SPLIT
SHOPS AT THE FORUM SUBDIVISION
LOT 6 CREATING LOTS 7-8**



LOT SPLIT FOR LOT 6 OF SHOPS AT THE FORUM SUBDIVISION CREATING LOTS 7 & 8

Owner/Developer
MATHIAS SHOPPING CENTERS, INC.
1400 SE WALTON BLVD, BENTONVILLE, AR 72712-3722
APN 01-11084-001

MATHIAS SHOPPING CENTERS, INC.
SE WALTON BLVD, BENTONVILLE, AR 72712-3722
APN 01-15081-000

Utility Notes

THE LOCATION OF UTILITIES SHOWN HEREON ARE FROM OBSERVED EVIDENCE OF ABOVE GROUND APPURTENANCES ONLY. THE SURVEYOR WAS NOT PROVIDED WITH UNDERGROUND PLANS OR SURFACE GROUND MARKINGS TO DETERMINE THE LOCATION OF ANY SUBTERRANEAN USES.

BEFORE DIGGING IN THIS AREA, CALL "ONE CALL" 811 FOR FIELD LOCATIONS (REQUEST FOR GROUND MARKINGS) OF UNDERGROUND UTILITY LINES



Survey Description

LOT 7: BEING A PART OF LOT 6 OF SHOPS AT THE FORUM SUBDIVISION AR RECORDED IN BOOK 2008 AT PAGE 542, BENTON COUNTY, ARKANSAS, AND BEING A PART OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 19 NORTH, RANGE 30 WEST, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 8, THENCE S02°31'10"W 51.71' TO A FOUND 5/8" REBAR ON THE SOUTHERLY RIGHT-OF-WAY OF SOUTHEAST WALTON BOULEVARD, THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY S87°39'17"E 311.22' TO A FOUND NAIL IN CONCRETE BEING THE TRUE POINT OF BEGINNING, THENCE CONTINUING ALONG SAID RIGHT-OF-WAY S87°18'27"E 44.73' TO A FOUND CHISELED "X", THENCE LEAVING SAID RIGHT-OF-WAY S02°14'09"W 145.86' TO A FOUND 5/8" REBAR, THENCE S85°28'14"E 51.41' TO A SET 5/8" CAPPED REBAR TAGGED "AR PLS 1659 AR PLS 1826", THENCE N46°39'21"E 18.64' TO A FOUND 5/8" REBAR, THENCE S87°19'22"E 28.79' TO A FOUND CHISELED "X", THENCE S87°24'43"E PASSING A SET 5/8" CAPPED REBAR TAGGED "AR PLS 1659 AR PLS 1826" AT A DISTANCE OF 222.56' AND CONTINUING FOR A TOTAL DISTANCE OF 235.69' TO A FOUND CHISELED "X", THENCE ALONG A CURVE WITH A RADIUS OF 192.84' TO THE LEFT CONSISTING OF A CHORD BEARING AND DISTANCE OF S32°59'38"E 101.93' TO A FOUND DRILL HOLE, THENCE S45°43'29"E 585.44' TO A FOUND 1/2" REBAR, THENCE N87°31'41"W 1181.73' TO A FOUND 5/8" REBAR, THENCE N02°33'55"E 362.76' TO A FOUND 5/8" REBAR, THENCE N02°31'10"E A DISTANCE OF 111.89' TO A FOUND 5/8" REBAR, THENCE S87°24'49"E A DISTANCE OF 310.71' TO A FOUND 5/8" REBAR, THENCE N02°44'16"E 134.33' TO THE POINT OF BEGINNING, CONTAINING 10.115 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RIGHT-OF-WAYS OF RECORD.

LOT 8: BEING A PART OF LOT 6 OF SHOPS AT THE FORUM SUBDIVISION AR RECORDED IN BOOK 2008 AT PAGE 542, BENTON COUNTY, ARKANSAS, AND A PART OF LOT 2 MSC COMMERCIAL PARK RECORDED IN BOOK 2006, PAGE 1035, BEING A PART OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 19 NORTH, RANGE 30 WEST, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 8, THENCE S02°31'10"W 51.71' TO A FOUND 5/8" REBAR ON THE SOUTHERLY RIGHT-OF-WAY OF SOUTHEAST WALTON BOULEVARD BEING THE TRUE POINT OF BEGINNING, THENCE S02°31'10"W PASSING A FOUND 5/8" REBAR AT A DISTANCE OF 133.02' AND CONTINUING FOR A TOTAL DISTANCE OF 244.90' TO A FOUND 5/8" REBAR, THENCE N02°33'55"W 362.76' TO A FOUND 5/8" REBAR, THENCE N02°31'13"E 330.26' TO A FOUND 5/8" REBAR, THENCE N89°38'21"E 19.56' TO A FOUND 5/8" REBAR, THENCE N02°30'43"E 33.09' TO A FOUND 5/8" REBAR, THENCE S87°31'48"E 297.58' TO A FOUND 5/8" REBAR, THENCE S87°18'56"E 333.27' TO A SET 5/8" CAPPED REBAR TAGGED "AR PLS 1659 AR PLS 1826", THENCE N02°31'10"E 244.79' TO A SET 5/8" CAPPED REBAR TAGGED "AR PLS 1659 AR PLS 1826" ON THE SOUTHERLY RIGHT-OF-WAY LINE SOUTHEAST WALTON BOULEVARD, THENCE ALONG SAID RIGHT-OF-WAY S87°39'22"E 20.00' TO THE POINT OF BEGINNING, CONTAINING 5.696 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RIGHT-OF-WAYS OF RECORD.

ADJUSTED APN 01-15081-000.
BEING A PART OF LOT 2 MSC COMMERCIAL PARK RECORDED IN BOOK 2006, PAGE 1035, BEING A PART OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 19 NORTH, RANGE 30 WEST, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 8, THENCE S02°31'10"W 51.71' TO A FOUND 5/8" REBAR ON THE SOUTHERLY RIGHT-OF-WAY OF SOUTHEAST WALTON BOULEVARD, THENCE ALONG SAID RIGHT-OF-WAY S87°39'22"W 20.00' TO A SET 5/8" CAPPED REBAR TAGGED "AR PLS 1659 AR PLS 1826" BEING THE TRUE POINT OF BEGINNING, THENCE S02°31'10"W 244.79' TO A SET 5/8" CAPPED REBAR TAGGED "AR PLS 1659 AR PLS 1826", THENCE N87°18'56"W 333.27' TO A FOUND 5/8" REBAR, THENCE N02°31'14"E 84.30' TO A FOUND 5/8" CAPPED REBAR TAGGED "1534 & 1427", THENCE S87°39'22"E 259.57' TO A SET MAG-NAIL, THENCE N02°36'27"E 158.52' TO A SET 5/8" CAPPED REBAR TAGGED "AR PLS 1659 AR PLS 1826" IN THE SOUTHERLY RIGHT-OF-WAY LINE SOUTHEAST WALTON BOULEVARD, THENCE ALONG SAID RIGHT-OF-WAY S87°39'22"E 73.44' TO THE POINT OF BEGINNING, CONTAINING 0.920 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RIGHT-OF-WAYS OF RECORD.

MASTER STREET PLAN RIGHT-OF-WAY DEDICATION:
PART OF LOT 6 OF SHOPS AT THE FORUM SUBDIVISION AS RECORDED IN PLAT BOOK 2008 AT PAGE 542, BENTON COUNTY, ARKANSAS, BEING A PART OF THE NE1/4 OF THE SE1/4 ALL IN SECTION 8, TOWNSHIP 19 NORTH, RANGE 30 WEST, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A FOUND CHISELED "X" ON THE EASTERLY RIGHT-OF-WAY LINE OF MEDICAL CENTER PARKWAY, ALSO BEING THE NORTHEASTERLY CORNER OF LOT 6, THENCE ALONG SAID RIGHT-OF-WAY ON A CURVE WITH A RADIUS OF 192.84' TO THE LEFT, CONSISTING OF A CHORD BEARING AND DISTANCE OF 192.84' TO A FOUND 5/8" REBAR, THENCE N45°43'29"W 571.33', THENCE ALONG A CURVE WITH A RADIUS OF 205.21' TO THE RIGHT, CONSISTING OF A CHORD BEARING AND DISTANCE OF N32°19'10"W 112.57' TO A SET 5/8" CAPPED REBAR TAGGED "AR PLS 1659 AR PLS 1826", THENCE S87°24'43"E 13.13' TO THE POINT OF BEGINNING, CONTAINING 0.195 ACRES MORE OR LESS.

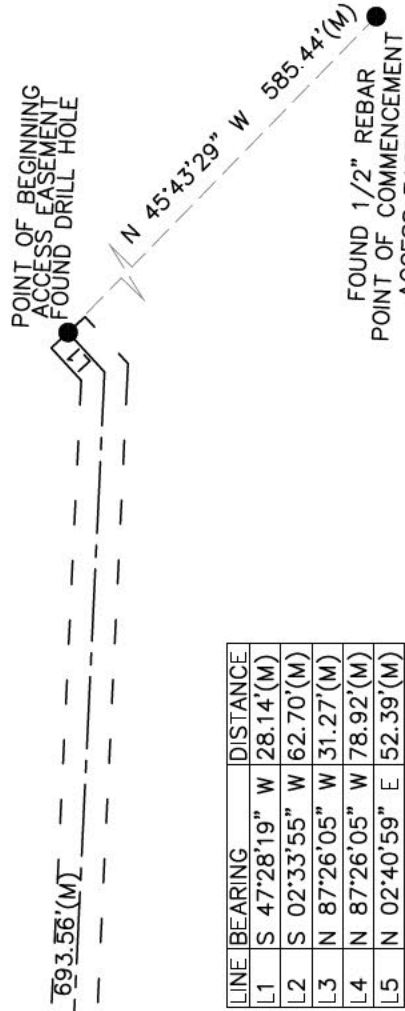
SEE PAGE 2 FOR SURVEY DRAWING

Parent Legal Description

PLAT BOOK 2008, PAGE 542.
PART OF LOT 4 OF SHOPS AT THE FORUM SUBDIVISION AS RECORDED AT PLAT RECORD 2003-1044 IN THE CIRCUIT CLERK'S OFFICE FOR BENTON COUNTY, ARKANSAS, BEING A PART OF THE NW1/4 OF THE SE1/4 AND A PART OF THE NE1/4 OF THE SE1/4 ALL IN SECTION 8, TOWNSHIP 19 NORTH, RANGE 30 WEST, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE NE CORNER OF LOT 1, BEING A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SE WALTON BOULEVARD AS RECORDED AT SAID PLAT RECORD 2003-1044, THENCE ALONG SAID SOUTH RIGHT-OF-WAY S02°24'49"W 45.04' TO A FOUND 5/8" REBAR, THENCE S87°17'32"E 52.62' FEET, THENCE N46°34'13"E 18.34' FEET, THENCE S87°17'32"E 28.73' FEET TO THE SW CORNER OF LOT 2 AS RECORDED AT SAID PLAT RECORD 2003-1044, THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF MEDICAL CENTER PARKWAY AS RECORDED AT SAID PLAT RECORD 2003-1044, THENCE N02°10'73" FEET ALONG A CURVE TO THE LEFT SAID CURVE HAVING A RADIUS OF 225.00 FEET AND A LONG CHORD OF S02°45'25"E 101.84 FEET, THENCE S45°59'13"E 585.50 FEET TO THE SOUTHEAST CORNER OF SAID LOT 4, THENCE ALONG THE SOUTHLINE OF SAID LOT 4 N87°31'09"W 1182.07 FEET, THENCE N87°39'04"W 670.11 FEET TO THE SW CORNER OF SAID LOT 4, THENCE LEAVING SAID SOUTHLINE N02°26'06"E 331.51 FEET, THENCE S87°32'39"E 20.00 FEET, THENCE N02°46'27"E 33.00 FEET, THENCE S87°32'39"E 297.30 FEET, THENCE S87°28'09"E 533.48 FEET, THENCE N02°35'25"E 111.65 FEET TO THE SW CORNER OF LOT 1 AS RECORDED AT SAID PLAT RECORD 2003-1044, THENCE ALONG THE SOUTHLINE OF SAID LOT 1 S87°17'42"E 310.70 FEET TO THE SE CORNER OF SAID LOT 1, THENCE ALONG THE EAST LINE OF SAID LOT 1 N02°42'19"E 134.02 FEET TO THE POINT OF BEGINNING CONTAINING 15.699 ACRES, MORE OR LESS.

PLAT BOOK 2004, PAGE 8052
TRACT 1:
BEING 120 FEET OF TRACT #1 IN A SURVEY FOR ED DENVER OF PART OF THE W 1/2 OF THE SE 1/4 OF SECTION 8, TOWNSHIP 19 NORTH, RANGE 30 WEST AS SHOWN IN PLAT RECORD "S" AT PAGE 59, THE PAGE 120 FEET BEING MORE PARTICULARLY DESCRIBED AS BEGINNING NORTH 88 DEGREES 39 MINUTES 53 SECONDS WEST 233 FEET FROM THE NE CORNER OF THE SAID W 1/2 OF THE SE 1/4 ON THE CENTERLINE OF U.S. HIGHWAY NO. 71, THENCE SOUTH 01 DEGREES 23 MINUTES WEST 297 FEET, THENCE NORTH 88 DEGREES 39 MINUTES 53 SECONDS WEST 120 FEET, THENCE NORTH 01 DEGREES 23 MINUTES 00 SECONDS EAST 297 FEET TO THE CENTERLINE OF SAID HIGHWAY, THENCE SOUTH 88 DEGREES 39 MINUTES 52 SECONDS EAST 120 FEET TO THE POINT OF BEGINNING, SUBJECT TO THE RIGHT OF WAY OF U.S. HIGHWAY NO. 71 ON THE NORTH SIDE THEREOF.

LESS AND EXCEPT:
PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, SECTION 8, TOWNSHIP 19 NORTH, RANGE 30 WEST, BENTON COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: STARTING AT A COMPUTED POINT BEING USED AS THE SOUTHEAST 1/16 CORNER OF SECTION 8, THENCE NORTH 02° 36' 14" EAST ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 8 A DISTANCE OF 1288.23 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF U.S. HWY. 71B AS ESTABLISHED BY AHTD JOB 481, THENCE NORTH 87°29'43" WEST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 233.01 FEET FOR THE POINT OF BEGINNING, THENCE SOUTH 02°36'33" WEST A DISTANCE OF 18.08 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF U. S. HIGHWAY 71B AS ESTABLISHED BY AHTD JOB R90072, THENCE NORTH 87° 29' 08" WEST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 119.98 FEET TO A POINT ON THE EAST LINE OF THE VATES ADDITION, THENCE NORTH 02° 35' 02" WEST ALONG SAID EAST LINE A DISTANCE OF 18.06 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF U.S. HWY. 71B AS ESTABLISHED BY AHTD JOB 481, THENCE SOUTH 87° 29' 43" EAST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 119.98 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.03 ACRES MORE OR LESS AS SHOWN ON THE PLANS PREPARED BY THE AHTD REFERENCED AS JOB R90072.



LINE	BEARING	DISTANCE
1	S 47°28'19" W	28.14' (M)
2	S 02°33'55" W	62.70' (M)
3	N 87°26'05" W	31.27' (M)
4	N 87°26'05" W	78.92' (M)
5	N 02°40'59" E	52.39' (M)

ACCESS EASEMENT:
A 24' ACCESS EASEMENT BEING A PART OF THE NW1/4 OF THE SE1/4 AND A PART OF THE NE1/4 OF THE SE1/4 ALL IN SECTION 8, TOWNSHIP 19 NORTH, RANGE 30 WEST, BENTON COUNTY, ARKANSAS, BEING 12' ON EACH SIDE OF THE FOLLOWING CENTERLINE DESCRIPTION MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A FOUND 1/2" REBAR ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF MEDICAL CENTER PARKWAY BEING THE SOUTHEAST CORNER OF LOT 7 OF SHOPS AT THE FORUM SUBDIVISION, THENCE ALONG SAID RIGHT-OF-WAY N45°43'29"W 585.44' TO A FOUND DRILL HOLE BEING THE TRUE POINT OF BEGINNING OF SAID CENTERLINE, THENCE LEAVING SAID RIGHT-OF-WAY S47°28'19"W 28.14', THENCE S02°33'55" 28.14', THENCE N87°17'36"W 693.56', THENCE S02°33'55"W 62.70', THENCE N87°26'05"W 31.27' TO A POINT ON THE COMMON LINE OF LOTS 7 AND 8, THENCE CONTINUING N87°26'05"W 78.92', THENCE N02°40'59"E 52.39' TO THE POINT OF TERMINATION.

Miscellaneous Notes

STATE RECORDING NUMBER
500-19N-30W-0-4-210-04-1826

COMPLETED FIELD WORK:
AUGUST 1, 2021

REFERENCE DOCUMENTS:
1. SURVEY PLAT FILED IN PLAT BOOK 2003 AT PAGE 1044.
2. SURVEY PLAT FILED IN PLAT BOOK 2008 AT PAGE 542.

BASIS OF BEARING:
BEARINGS SHOWN ARE BASED ON GRID NORTH FOR ARKANSAS COORDINATE SYSTEM, NORTH ZONE, NAD83.

LONGITUDE = 94°11'39.021213"
CONVERGENCE ANGLE = -1°16'36.43408"

DISTANCES SHOWN ON PLAT ARE GROUND.
SOME FEATURES SHOWN ON THIS PLAT MAY BE SHOWN OUT OF SCALE FOR CLARITY.

DIMENSIONS ON THIS PLAT ARE EXPRESSED IN FEET AND DECIMAL PARTS THEREOF UNLESS OTHERWISE NOTED. MONUMENTS WERE FOUND AT POINTS WHERE INDICATED.

BY GRAPHIC PLOTTING ONLY. THIS PROPERTY IS IN ZONE "X" OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 65007C0255K, WHICH BEARS AN EFFECTIVE DATE OF 6/05/2012 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA.

EXCEPT AS SPECIFICALLY STATED OR SHOWN ON THIS PLAT, THIS SURVEY DOES NOT PURPORT TO REFLECT OF ANY OF THE FOLLOWING WHICH MAY BE APPLICABLE TO THE SUBJECT PROPERTY: EASEMENTS, OTHER THAN POSSIBLE EASEMENTS WHICH WERE VISIBLE AT THE TIME OF SURVEY, RESTRICTIVE COVENANTS, SUBDIVISION RESTRICTIONS OR OTHER LAND USE REGULATIONS, AND ANY OTHER FACTS WHICH AN ACCURATE TITLE SEARCH MAY DISCLOSE.

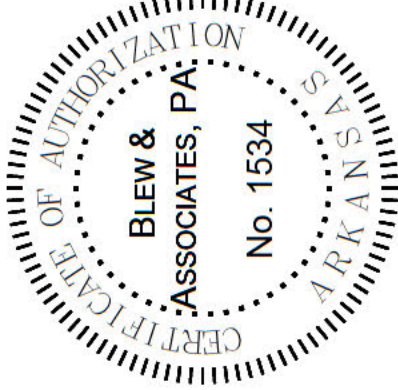
SETBACKS SHALL BE PER THE CURRENT ZONING DISTRICT AS STATED IN THE OTHER CONDITIONS AND APPROVAL HAVING BEEN COMPLETED, THIS DOCUMENT IS HEREBY ACCEPTED. THIS CERTIFICATE IS HEREBY EXECUTED UNDER THE AUTHORITY OF THE SAID RULES AND REGULATIONS.

BEFORE ANY WORK IN THE RIGHT-OF-WAY COMMENCES, CONTRACTOR AND OR OWNER IS TO OBTAIN RIGHT-OF-WAY PERMIT FROM THE CITY OF BENTONVILLE, TRANSPORTATION DEPARTMENT.

OWNER/DEVELOPER SHALL COORDINATE WITH ALL LOCAL UTILITIES TO ENSURE THAT EACH LOT HAS WATER, SEWER, AND ELECTRIC SERVICE.

SIDEWALKS SHALL BE THE RESPONSIBILITY OF THE BUILDER/OWNER AT TIME OF BUILDING PERMIT ISSUANCE.

THERE MAY NOT BE FENCES OR ANY OTHER STRUCTURES BUILT IN ANY DRAINAGE EASEMENTS.



I HEREBY CERTIFY THIS TO BE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF ON THIS 11TH DAY OF OCTOBER, 2021.



IF THE SIGNATURE ON THIS SEAL DOES NOT MATCH AN ORIGINAL AND NOT BLUE IN COLOR, THEN IT SHOULD BE ASSUMED THAT THIS PLAT MAY HAVE BEEN ALTERED. THE ABOVE CERTIFICATION SHALL NOT APPLY TO ANY COPY THAT DOES NOT BEAR AN ORIGINAL SEAL AND SIGNATURE.

FILE
BLEW & ASSOCIATES, PA
CIVIL ENGINEERS & LAND SURVEYORS

3825 N. SHILOH DRIVE
FAYETTEVILLE, ARKANSAS 72703
OFFICE: 479.443-4506
FAX: 479.582.11883
www.BLEWinc.com

Certificate of Authorization № 1534

DRAWN BY & DATE	REVIEWED BY:	DATE	SUBMITTED BY:
AJO 8/04/2021	HM	8/04/2021	DR
COUNTY & STATE	JOB NUMBER		
BENTON COUNTY, ARKANSAS	21-5470		
LOCATION			
1400 SE WALTON BLVD, BENTONVILLE, AR			
FOR THE USE AND BENEFIT OF			
MATHIAS PROPERTIES			
CITY OF BENTONVILLE PROJECT #:			
LS21--0048			

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING A LOT SPLIT OF LOT 6 OF SHOPS AT THE FORUM SUBDIVISION CREATING LOTS 7 & 8 TO THE CITY OF BENTONVILLE, ARKANSAS (PROJECT NUMBER: LS21-0048).

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the lot split of Lot 6 of Shops at the Forum Subdivision creating Lots 7 & 8, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on January 4, 2022; and,

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

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

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

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

Section 1: That the lot split of Lot 6 of Shops at the Forum Subdivision creating Lots 7 & 8 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.

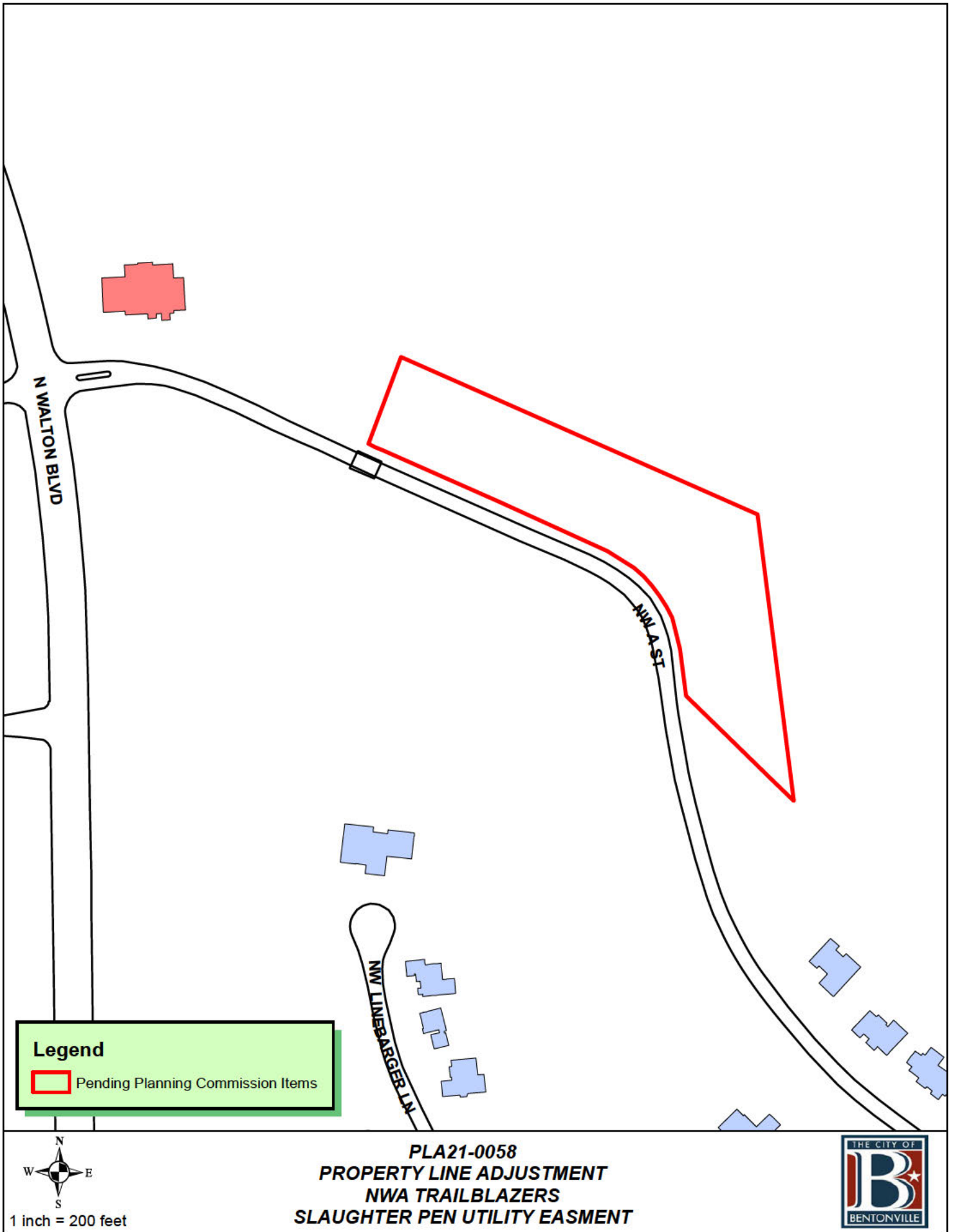
PASSED AND APPROVED this _____ day of _____, 2022.

APPROVED:

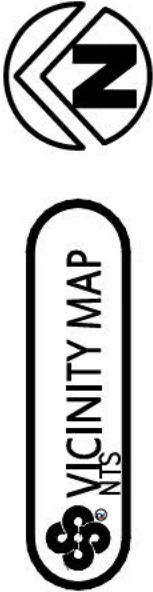
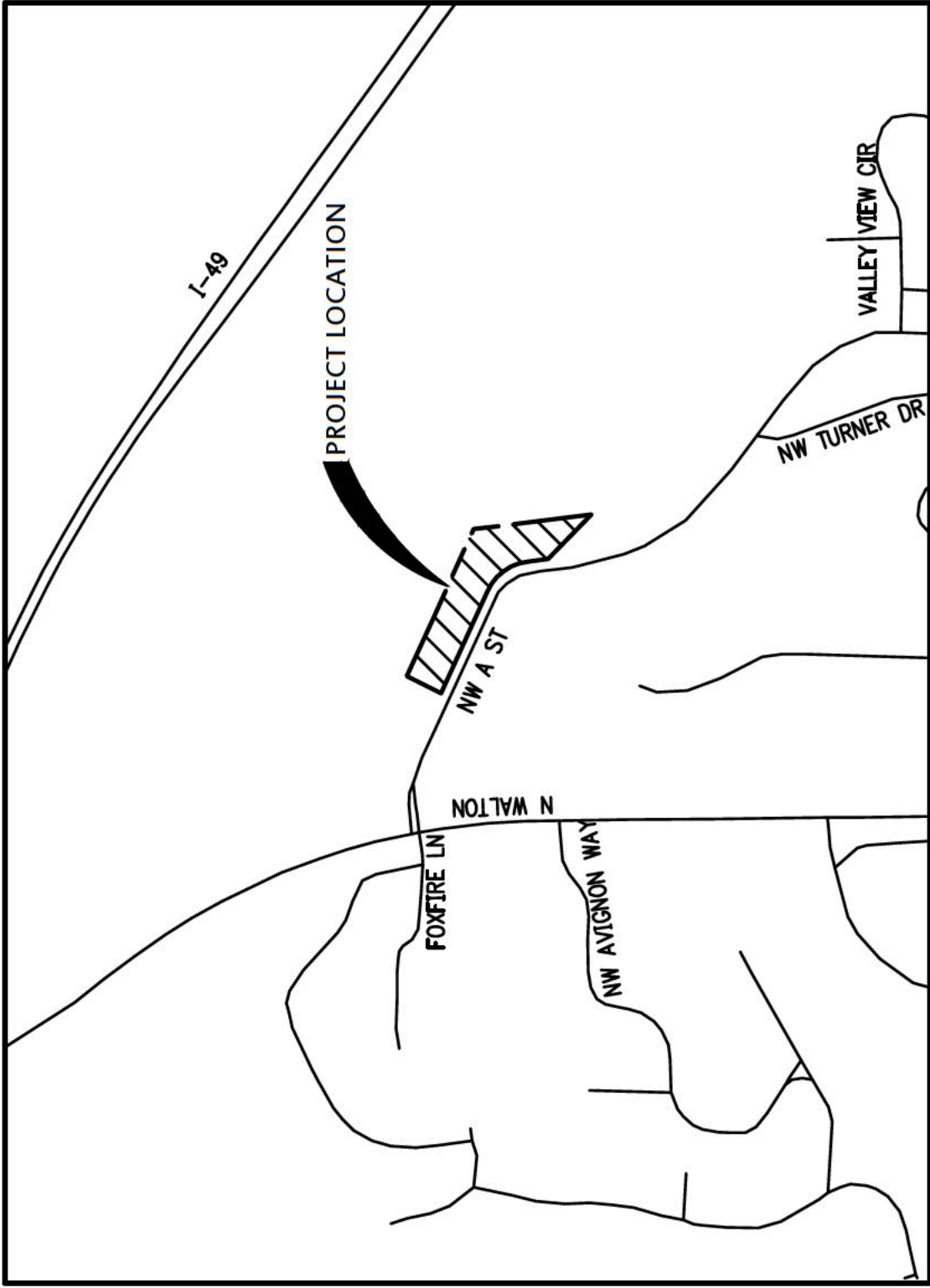
Stephanie Orman, Mayor

ATTEST:

Kirby Romines, City Clerk



LOT SPLIT FOR PARCEL 01-00222-006 CREATING NEW "MOUNTAIN BIKE ADDITION PH. II" SUBDIVISION LOT 1



PARCEL 01-00222-006 DESCRIPTION

PART OF THE SW 1/4 OF THE NE 1/4, PART OF THE NW 1/4 OF THE SE 1/4, PART OF THE NE 1/4 OF THE SW 1/4 AND PART OF THE SE 1/4 OF THE NW 1/4 ALL IN SECTION 18, TOWNSHIP 20 NORTH, RANGE 30 WEST, BENTON COUNTY, ARKANSAS MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF THE SW 1/4 OF THE NE 1/4 OF SECTION 18, TOWNSHIP 20, NORTH RANGE 30 WEST;
THENCE SOUTH 87°46'06" EAST A DISTANCE OF 464.78 FEET;
THENCE SOUTH 21°35'41" WEST A DISTANCE OF 84.59 FEET TO THE POINT OF BEGINNING;
THENCE SOUTH 6°55'09" EAST A DISTANCE OF 491.69 FEET;
THENCE SOUTH 45°30'05" WEST A DISTANCE OF 256.37 FEET TO THE RIGHT OF WAY OF NW A ST;
THENCE ALONG SAID RIGHT OF WAY THE FOLLOWING (3) CALLS:
THENCE NORTH 7°07'50" WEST A DISTANCE OF 82.80 FEET;
THENCE 223.17 FEET ALONG A CURVE WITH A RADIUS OF 217.99 FEET AND A LONG CHORD OF NORTH 36°27'34" WEST 213.55 FEET;
THENCE NORTH 65°47'18" WEST A DISTANCE OF 460.17 FEET;
THENCE LEAVING SAID RIGHT OF WAY NORTH 28°20'32" EAST A DISTANCE OF 159.25 FEET;
THENCE SOUTH 65°34'39" EAST A DISTANCE OF 669.76 FEET TO THE POINT OF BEGINNING CONTAINING 3.61 ACRES MORE OR LESS AND SUBJECT TO ANY AND ALL EASEMENTS OF RECORD OR FACT.

NOTES:

THE SURVEY SHOWN HEREON IS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THE FACTS OF THIS SURVEY AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED. THIS PROPERTY LIES WITHIN THE MUNICIPAL LIMITS OF BENTONVILLE, ARKANSAS.
ACCORDING TO THE CITY OF BENTONVILLE GIS WEB SITE, THIS PROPERTY IS A-1 SETBACKS SHALL BE PER THE CURRENT ZONING DISTRICT AS STATED IN THE MOST RECENT CITY OF BENTONVILLE ZONING CODE. FOR MORE INFO VISIT WWW.BENTONVILLEPLANNING.COM OR CALL THE PLANNING DEPARTMENT @ 479-271-3122.
THE BOUNDARY DETERMINATION SHOWN HEREON WAS BASED UPON THE FOLLOWING DOCUMENTS AND NO OTHERS: DEED RECORD L201848941, PLAT 2009-325, AND PLAT RECORD W-174.
THE ADJACENT PROPERTY OWNERS NAMES SHOWN ON THIS PLAT WERE OBTAINED FROM THE BENTON COUNTY GIS WEB SITE, AND REPRESENT THE OWNER'S LISTED NAME AT THE TIME OF THIS SURVEY.
SUBSURFACE AND ENVIRONMENTAL CONDITIONS WERE NOT CONSIDERED A PART OF THIS SURVEY AND NO INVESTIGATION OF THESE CONDITIONS WAS MADE.
ANY UTILITY LINES, STRUCTURES OR APPURTENANCES SHOWN HEREON ARE FROM A FIELD INVESTIGATION LIMITED TO THE VISIBLE SURFACE OF THE PROPERTY SURVEYED. OTHER UTILITY LINES, STRUCTURES AND APPURTENANCES MAY BE PRESENT ON THE PROPERTY. FOR INFORMATION REGARDING SUCH ITEMS, CONTACT THE APPROPRIATE AGENCIES.
THIS PROPERTY IS IN FLOOD ZONE "A" OR "AE", AND IS INSIDE THE 100-YEAR FLOOD PLAIN AND IS LISTED AS BEING IN ZONE "X" AS SHOWN ON THE NATIONAL FLOOD INSURANCE PROGRAM'S FIRM PANEL NUMBER 05007C00900, EFFECTIVE DATE SEPTEMBER 28, 2017.
BASE FLOOD ELEVATION IS 1072.00 AT THE TIME OF THIS PUBLICATION.
THE ABOVE STATEMENT IS FOR INFORMATION ONLY AND THIS SURVEYOR ASSUMES NO LIABILITY FOR THE CORRECTNESS OF THE CITED MAP(S). IN ADDITION, NO INDEPENDENT STUDY OF THE LIKELIHOOD OF FLOODING OF THE SURVEYED PROPERTY HAS BEEN DONE BY THE SURVEYOR AND NO OPINION OF FLOOD HAZARDS IS INCLUDED IN THIS SURVEY. THE FLOOD HAZARD ZONE BOUNDARIES SHOWN HEREON WERE SCALED FROM THE MAP'S CITED AND ARE NOT THE RESULT OF INDEPENDENT COMPUTATION OR ANALYSIS.
THERE MAY BE BUILDINGS AND OTHER IMPROVEMENTS ON THE PROPERTY THAT ARE NOT SHOWN ON THIS PLAT.
OWNER/DEVELOPER SHALL COORDINATE WITH ALL LOCAL UTILITIES TO ENSURE THAT EACH LOT HAS WATER, SEWER AND ELECTRIC SERVICE.
ALL STRUCTURES MUST MAINTAIN MINIMUM OF 20 FEET CLEARANCES FROM ALL ELECTRIC LINES.
THERE MAY NOT BE FENCES OR ANY OTHER STRUCTURES BUILT IN ANY DRAINAGE EASEMENTS.
BEFORE ANY WORK IN THE RIGHT-OF-WAY COMMENCES, CONTRACTOR AND OR OWNER IS TO OBTAIN RIGHT-OF-WAY PERMIT FROM THE CITY OF BENTONVILLE TRANSPORTATION DEPARTMENT.
SIDEWALKS SHALL BE THE RESPONSIBILITY OF THE BUILDER/OWNER AT TIME OF BUILDING PERMIT ISSUANCE.
IT IS THE RESPONSIBILITY OF THE DEVELOPER TO COORDINATE WITH THE NEW SERVICE COORDINATOR @ 479 271-3139 TO DETERMINE IF EQUIPMENT IS IN CONFLICT

OWNER/DEVELOPER
BENTONVILLE/BELLA VISTA TRAILBLAZERS ASSOCIATION, INC.
P.O. BOX 2821
BENTONVILLE, AR 72712

CERTIFICATE OF OWNERSHIP

WE, THE UNDERSIGNED, OWNERS OF THE REAL ESTATE SHOWN AND DESCRIBED HEREIN, DO HEREBY CERTIFY THAT WE HAVE LAID OFF, PLATTED, AND SUBDIVIDED AND DO HEREBY LAY OFF, PLAT, SUBDIVIDE SAID REAL ESTATE IN ACCORDANCE WITH THIS PLAT AND DO HEREBY DEDICATE TO THE USE OF THE PUBLIC THE STREETS, ALLEYS, DRIVES, EASEMENTS, ETC. AS SHOWN ON SAID PLAT.

DATE OF EXECUTION: _____

BY: _____
BENTONVILLE/BELLA VISTA TRAILBLAZERS ASSOCIATION, INC.
(PRINT)

STATE OF ARKANSAS)
COUNTY OF BENTON) SS
SUBSCRIBED AND SWORN BEFORE ME THIS ____ DAY OF _____, 2021
MY COMMISSION EXPIRES: _____

CERTIFICATE OF APPROVAL
PURSUANT TO THE BENTONVILLE LAND DEVELOPMENT CODE AND ALL OTHER CONDITIONS AND APPROVAL HAVING BEEN COMPLETED, THIS DOCUMENT IS HEREBY ACCEPTED. THIS CERTIFICATE IS HEREBY EXECUTED UNDER THE AUTHORITY OF THE SAID RULES AND REGULATIONS.

DATE OF EXECUTION: _____

SIGNED _____
BENTONVILLE PLANNING COMMISSION CHAIRPERSON

SIGNED _____
MAYOR CITY OF BENTONVILLE

SIGNED _____
CITY CLERK, CITY OF BENTONVILLE

CERTIFICATE OF SURVEYING ACCURACY

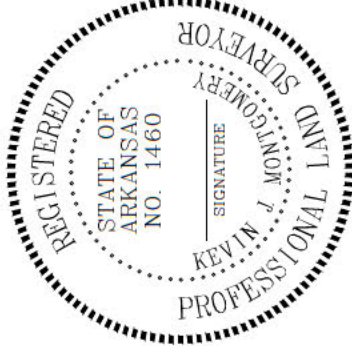
I, KEVIN J. MONTGOMERY, HEREBY CERTIFY THAT THIS PLAT CORRECTLY REPRESENTS A BOUNDARY SURVEY MADE BY ME AND BOUNDARY MARKERS AND LOT CORNERS SHOWN HEREON ACTUALLY EXIST AND THEIR LOCATION, TYPE AND MATERIAL ARE CORRECTLY SHOWN AND ALL MINIMUM REQUIREMENTS OF THE ARKANSAS MINIMUM STANDARDS FOR LAND SURVEYORS HAVE BEEN MET.

DATE OF EXECUTION: _____

CRAFTON, TULL & ASSOCIATES, INC.
BY KEVIN J. MONTGOMERY (AGENT)

SIGNED: _____
KEVIN J. MONTGOMERY (AGENT)
REGISTERED LAND SURVEYOR
NO. 1460
STATE OF ARKANSAS

ALL COPIES THAT DO NOT BEAR AN ORIGINAL SEAL AND SIGNATURE MAY HAVE BEEN ALTERED. THE ABOVE DECLARATION SHALL NOT APPLY TO ANY COPY THAT DOES NOT BEAR AN ORIGINAL SEAL AND SIGNATURE.



RECORD INFORMATION

VICINITY MAP

SEAL

SUBDIVISION MOUNTAIN BIKE
ADDITION PH. II PROPOSED.
LOT 1

BENTONVILLE ARKANSAS

PREPARED FOR:
NWA TRAILBLAZERS
STATE PLAT CODE:
500-20N-30W-Q-18-000-04-1460

DATE: 10/15/2021
PROJECT NO.: 20108800
CONTACT: K. MONTGOMERY

901 N. 47th St., Suite 400
Rogers, Arkansas 72756
Crafton Tull
architecture | engineering | surveying
479.636.4838 | 479.631.6224 f
www.craftontull.com

CERTIFICATE OF AUTHORIZATION

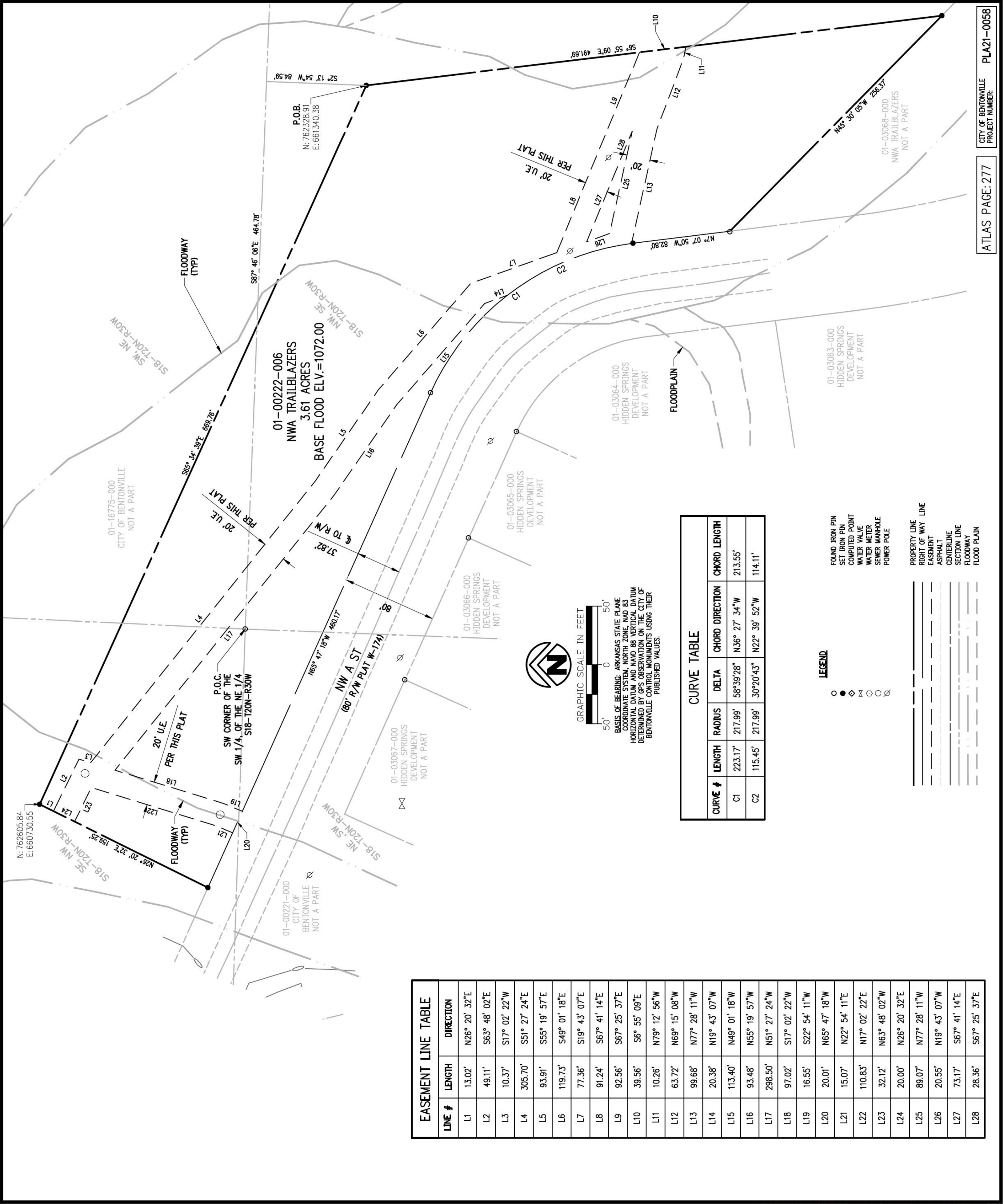
© 2021 Crafton Tull & Associates, Inc.
DELTA DESCRIPTION DATE
1 CITY REVIEW COMMENTS 12-15-21

SHEET NO.:

ATLAS PAGE: 277

CITY OF BENTONVILLE
PROJECT NUMBER: PLA21-0058

1 OF 2



EASEMENT LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	13.02'	N26° 20' 32"E
L2	49.11'	S63° 48' 02"E
L3	10.37'	S17° 02' 22"W
L4	305.70'	S51° 27' 24"E
L5	93.91'	S55° 19' 57"E
L6	119.73'	S49° 01' 18"E
L7	77.36'	S19° 43' 07"E
L8	91.24'	S67° 41' 14"E
L9	92.56'	S67° 25' 37"E
L10	39.56'	S6° 55' 09"E
L11	10.26'	N79° 12' 56"W
L12	63.72'	N69° 15' 08"W
L13	99.68'	N77° 28' 11"W
L14	20.38'	N19° 43' 07"W
L15	113.40'	N49° 01' 18"W
L16	93.48'	N55° 19' 57"W
L17	298.50'	N51° 27' 24"W
L18	97.02'	S17° 02' 22"W
L19	16.55'	S22° 54' 11"W
L20	20.01'	N65° 47' 18"W
L21	15.07'	N22° 54' 11"E
L22	110.83'	N17° 02' 22"E
L23	32.12'	N63° 48' 02"W
L24	20.00'	N26° 20' 32"E
L25	89.07'	N77° 28' 11"W
L26	20.55'	N19° 43' 07"W
L27	73.17'	S67° 41' 14"E
L28	28.36'	S67° 25' 37"E

CURVE TABLE				
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION
C1	223.17'	217.99'	58°39'28"	N36° 27' 34"W
C2	115.45'	217.99'	30°20'43"	N22° 39' 52"W

LEGEND

○

 FOUND IRON PIN

●

 SET IRON PIN

◇

 COMPUTED POINT

⊗

 WATER VALVE

⊙

 WATER METER

⊕

 SEWER MANHOLE

⊖

 POWER POLE

—

 PROPERTY LINE

—

 RIGHT OF WAY

—

 EASEMENT

—

 ASPHALT

—

 CENTERLINE

—

 SECTION LINE

—

 FLOODWAY

—

 FLOOD PLAIN

RECORD INFORMATION

VICINITY MAP

SEAL

SUBDIVISION MOUNTAIN BIKE
ADDITION PH. II PROPOSED.
LOT 1

BENTONVILLE ARKANSAS

PREPARED FOR:
NWA TRAILBLAZERS

STATE PLAT CODE:
500-20N-30W-Q-18-000-04-1460

DATE: 10/15/2021
PROJECT NO.: 20108800
CONTACT: K. MONTGOMERY

Crafton Tull
architecture | engineering | surveying
901 N. 47th St., Suite 400
Rogers, Arkansas 72756
479.636.4838 | 479.631.6224 f
www.craftontull.com

© 2021 Crafton Tull & Associates, Inc.
DELTA DESCRIPTION DATE
1 CITY REVIEW COMMENTS 12-15-21

SHEET NO.: 2 OF 2

ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A LOT SPLIT OF PARCEL 01-00222-006
CREATING NEW MOUNTAIN BIKE ADDITION PH. II SUBDIVISION LOT 1
TO THE CITY OF BENTONVILLE, ARKANSAS (PROJECT NUMBER: PLA21-
0058).**

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the property line adjustment of lot split for parcel 01- 00222 – 006 creating new Mountain Bike Addition Ph. II Subdivision Lot 1 of the City of Bentonville, Benton County, Arkansas was submitted to the Bentonville Planning Commission on January 4, 2022; 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 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 lot split for parcel 01- 00222 – 006 creating new Mountain Bike Addition Ph. II Subdivision Lot 1 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.

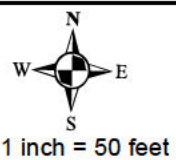
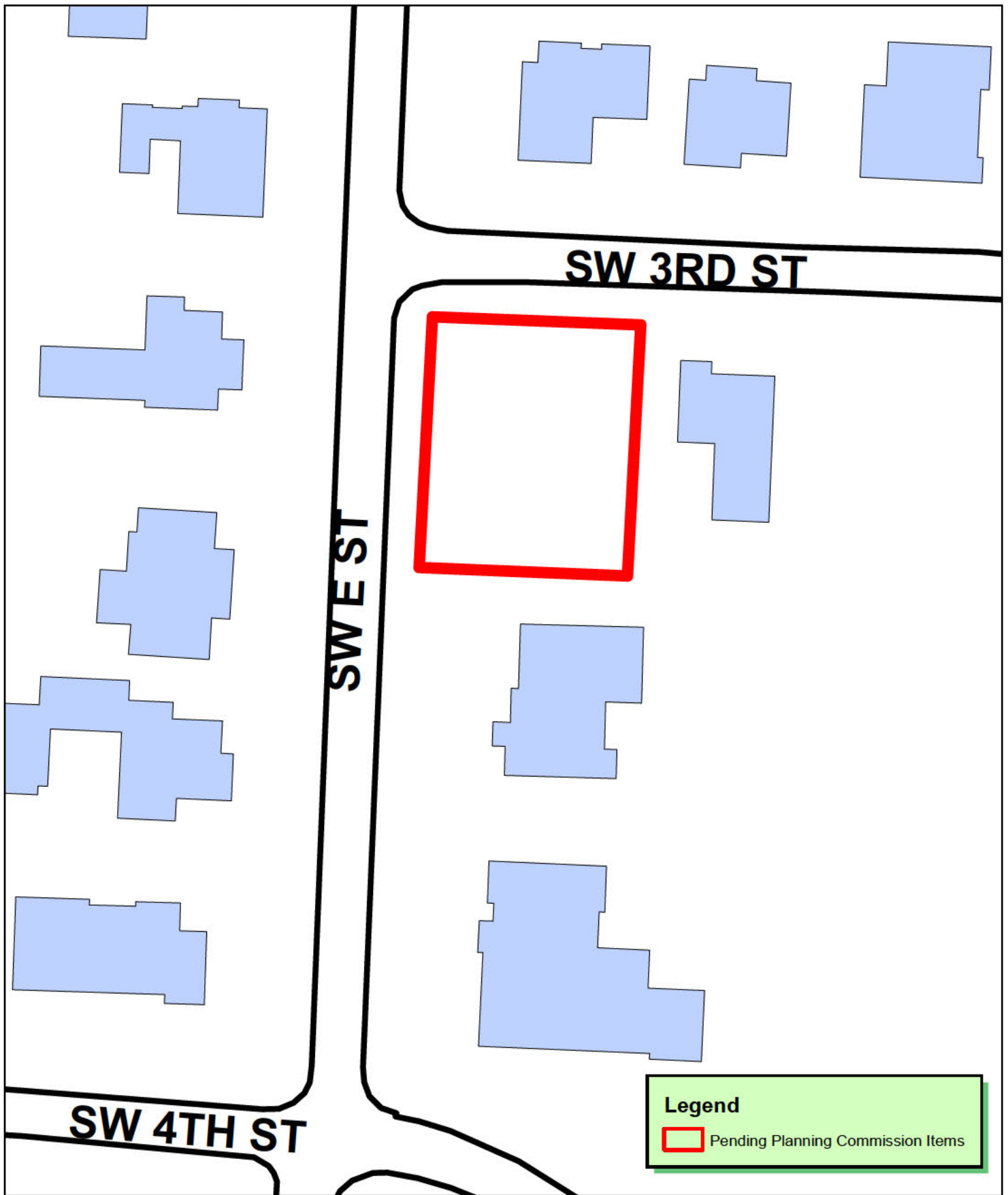
PASSED AND APPROVED this _____ day of _____, 2022.

APPROVED:

ATTEST:

Stephanie Orman, Mayor

Kirby Romines, City Clerk



LS21-0066
LOT SPLIT
CLARKS SECOND ADDITION
CREATING LOT 22 BLOCK 5





○ S.I.P. SET IRON PIN
 ◎ F.P.I. FOUND CURB STAKE
 ● F.I.P. FOUND IRON PIN

- _____ PROPERTY LINE
 OLD PROP. LINE
 CENTERLINE
 _____ FENCE
 _____ UTILITY EASEMENT
 _____ POWER POLE
 _____ SEWER MAIN/POLE
 _____ GAS METER
 _____ WATER METER
 _____ CABLE
 _____ GAS RISER
 _____ AT&T VAULT

**THIS PROPERTY DOES NOT LIE IN A
SPECIAL FLOOD HAZARD AREA AS
SHOWN ON FEMA PANEL #05007C0065
J, DATED SEPTEMBER 28, 2007**

THE UNDERSIGNED, OWNERS OF THE REAL ESTATE SHOWN AND DESCRIBED HEREIN, DO HEREBY CERTIFY THAT WE HAVE Laid OFF, PLATTED, AND SUBDIVIDED AND DO HEREBY LAY OFF, PLAT, SUBDIVIDE SAID REAL ESTATE IN ACCORDANCE WITH THIS ACT, AND DO HEREBY DEDICATE TO THE USE OF THE PUBLIC THE STREETS, ALLEYS, DRIVES, EASEMENTS, ETC., AS SHOWN ON SAID PLAT.

1. SIDEWALKS SHALL BE THE RESPONSIBILITY OF THE BUILDER / OWNER AT THE TIME OF BUILDING PERMIT ISSUANCE.
2. OWNER / DEVELOPER SHALL COORDINATE WITH ALL LOCAL UTILITIES TO INSURE THAT EACH LOT HAS WATER, SEWER AND ELECTRIC LINES.
3. BEFORE ANY WORK IN THE CONTRACTOR RIGHT-OF-WAY, THE CONTRACTOR AND OWNER SHALL OBTAIN A RIGHT-OF-WAY PERMIT FROM THE CITY OF BENTONVILLE TRANSPORTATION DEPARTMENT.
5. ALL STRUCTURES MUST MAINTAIN MINIMUM OF 20' CLEARANCES FROM ALL ELECTRIC LINES.

1. PARENT DEED FILED IN DEED RECORD
BOOK 2021 AT PAGE 36786.

2. PROPERTY COUNTY TAX PARCEL
#01-01766-000

3. THE PROPERTY ZONING FOR THE
PROPERTY IS RESIDENTIAL (R-1).
SETBACKS SHALL BE THE CURRENT
ZONING DISTRICT AS STATED IN THE
MOST RECENT CITY OF BENTONVILLE
ZONING CODE. FOR MORE INFO VISIT
WWW.BENTONVILLEPLANNING.COM OR
CALL THE PLANNING DEPARTMENT @
479-271-3122.

I, DAVID B. PLATZ HEREBY CERTIFY THAT THIS PLAN CORRECTLY REPRESENTS A BOUNDARY SURVEY MADE BY ME AND BOUNDARY MARKERS AND LOT CORNERS SHOWN HEREON ACTUALLY EXIST AND THEIR LOCATION, TYPE AND MATERIAL ARE CORRECTLY SHOWN AND ALL MINIMUM REQUIREMENTS OF THE ARKANSAS MINIMUM STANDARDS FOR LAND SURVEYORS HAVE BEEN MET.

SIGNED: _____

REGISTERED LAND 30
NO 1553

STATE OF ARKANSAS

PLANNING COMMISSION CHAIRMAN

NOTARY PUBLIC SIGNATURE

PURSUANT TO THE BENTONVILLE LAND DEVELOPMENT CODE AND ALL OTHER CONDITIONS AND APPROVAL HAVING BEEN COMPLETED, THIS DOCUMENT IS HEREBY ACCEPTED. THIS CERTIFICATE IS HEREBY EXECUTED UNDER THE AUTHORITY OF THE SAID RULES AND REGULATIONS.

CITY CLERK

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____, 2021.

REGISTERED
STATE OF
ARKANSAS
NO. 1953
PROFESSIONAL LAND SURVEYOR

LOT SPLIT OF A PORTION OF LOTS 2 AND 3, BLOCK 5, CLARK'S SECOND ADDITION, CREATING LOT 22, BLOCK 5 BENTONVILLE, ARKANSAS	OWNER CONTACT INFO:		CALCON, INC., 10620 HIGHWAY 72 WEST BENTONVILLE, AR 72712	
	NO.:	BY:	CITY	12/17/21
366-7989 OR 273-7989	DRAWN BY: DP / ZS CHECKED BY:	DATE: 11/23/21 JOB NO.: 2021540	SCALE: 1"=30' SHEET 1	
	DAVID B. PLATZ LAND SURVEYOR		P.O. BOX 223 BENTONVILLE, AR 72712	

ATLAS PAGE 403B BENTONVILLE PROJECT #: LS21-0066

18

ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF LOT 22,
BLOCK 5, CLARK'S SECOND ADDITION TO THE CITY OF BENTONVILLE,
ARKANSAS (PROJECT NUMBER: LS21-0066).**

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the property line adjustment of Lot 22, Block 5, Clark's Second Addition of the City of Bentonville, Benton County, Arkansas was submitted to the Bentonville Planning Commission on January 4, 2022; 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 22, Block 5, Clark's Second 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 _____, 2022.

APPROVED:

ATTEST:

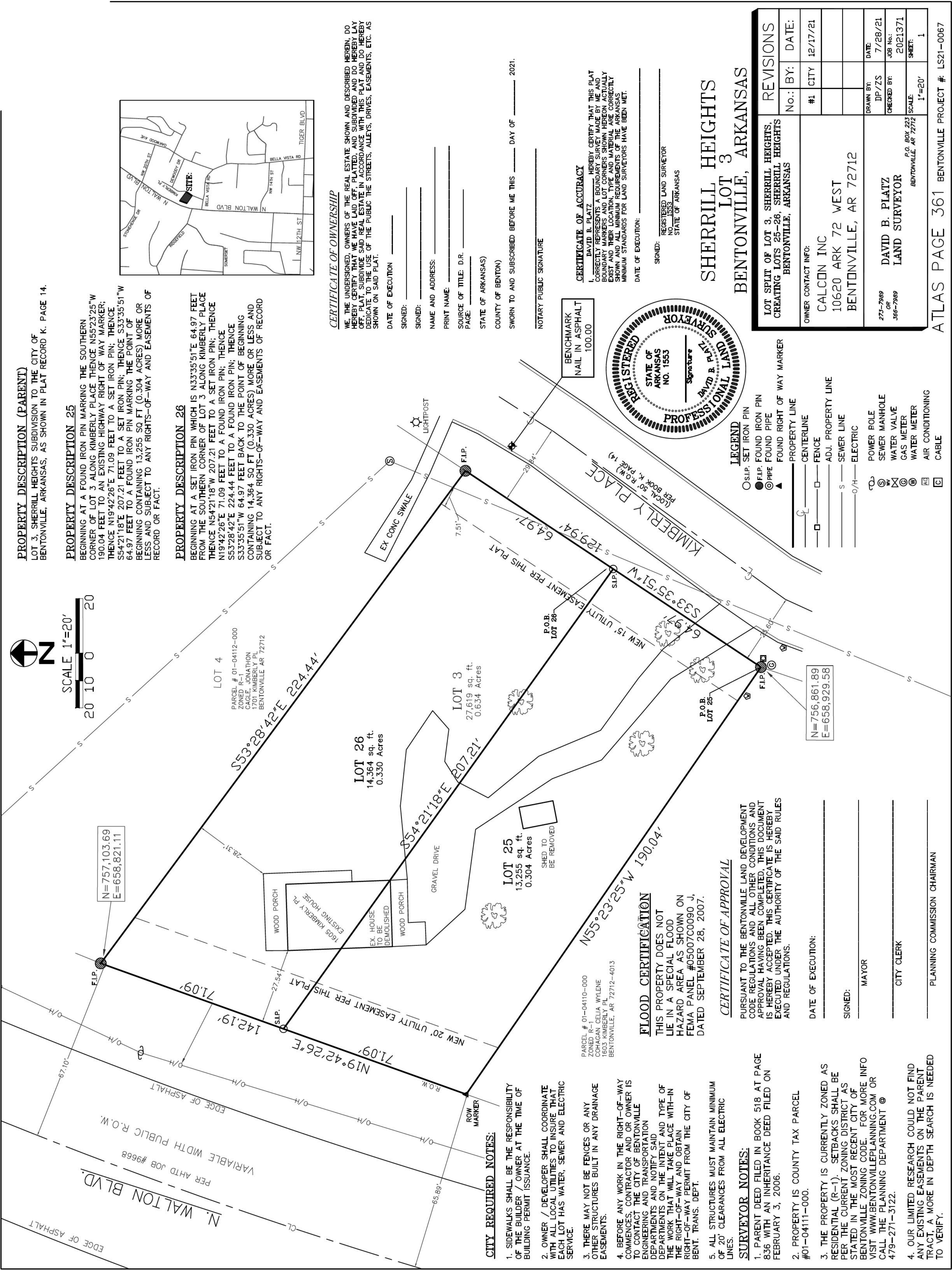
Stephanie Orman, Mayor

Kirby Romines, City Clerk



LS21-0067
LOT SPLIT
SHERRILL HEIGHTS SUBDIVISION
CREATING LOTS 25 & 26





PROPERTY DESCRIPTION (PARENT)
LOT 3, SHERRILL HEIGHTS SUBDIVISION TO THE CITY OF BENTONVILLE, ARKANSAS, AS SHOWN IN PLAT RECORD K. PAGE 14.

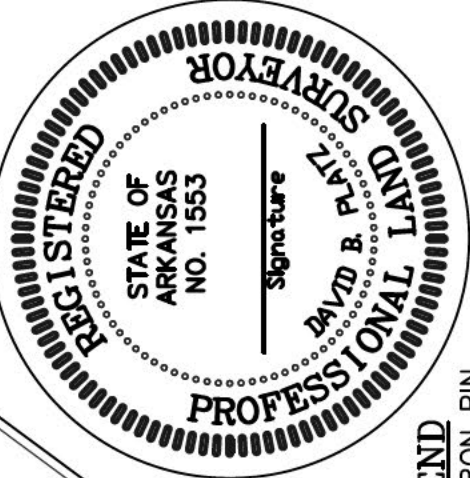
PROPERTY DESCRIPTION 25
BEGINNING AT A FOUND IRON PIN MARKING THE SOUTHERN CORNER OF LOT 3 ALONG KIMBERLY PLACE THENCE N55°23'25"W 190.04 FEET TO AN EXISTING HIGHWAY RIGHT OF WAY MARKER; THENCE N19°42'26"E 71.09 FEET TO A SET IRON PIN; THENCE S54°21'18"E 207.21 FEET TO A SET IRON PIN; THENCE S33°35'51"W 64.97 FEET TO A FOUND IRON PIN MARKING THE POINT OF BEGINNING CONTAINING 13,255 SQ FT (0.304 ACRES) MORE OR LESS AND SUBJECT TO ANY RIGHTS-OF-WAY AND EASEMENTS OF RECORD OR FACT.

PROPERTY DESCRIPTION 26
BEGINNING AT A SET IRON PIN WHICH IS N33°35'51"E 64.97 FEET FROM THE SOUTHERN CORNER OF LOT 3 ALONG KIMBERLY PLACE THENCE N54°21'18"W 207.21 FEET TO A SET IRON PIN; THENCE N19°42'26"E 71.09 FEET TO A FOUND IRON PIN; THENCE S53°28'42"E 224.44 FEET TO A FOUND IRON PIN; THENCE S33°35'51"W 64.97 FEET BACK TO THE POINT OF BEGINNING CONTAINING 14,364 SQ FT (0.330 ACRES) MORE OR LESS AND SUBJECT TO ANY RIGHTS-OF-WAY AND EASEMENTS OF RECORD OR FACT.

CERTIFICATE OF OWNERSHIP
WE, THE UNDERSIGNED, OWNERS OF THE REAL ESTATE SHOWN AND DESCRIBED HEREIN, DO HEREBY CERTIFY THAT WE HAVE LAID OFF, PLATTED, AND SUBDIVIDED AND DO HEREBY LAY OFF, PLAT, SUBDIVIDE SAID REAL ESTATE IN ACCORDANCE WITH THIS PLAT AND DO HEREBY DEDICATE TO THE USE OF THE PUBLIC THE STREETS, ALLEYS, DRIVES, EASEMENTS, ETC. AS SHOWN ON SAID PLAT.

DATE OF EXECUTION _____
SIGNED: _____
SIGNED: _____
NAME AND ADDRESS: _____
PRINT NAME: _____
SOURCE OF TITLE: D.R. _____
PAGE: _____
STATE OF ARKANSAS)
COUNTY OF BENTON)
SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____ 2021.
NOTARY PUBLIC SIGNATURE _____

CERTIFICATE OF ACCURACY
I, DAVID B. PLATZ, HEREBY CERTIFY THAT THIS PLAT CORRECTLY REPRESENTS A BOUNDARY SURVEY MADE BY ME AND MY ASSISTANT, AND THAT THE SURVEY HAS BEEN CONDUCTED IN ACCORDANCE WITH THE MINIMUM STANDARDS FOR LAND SURVEYORS HAVE BEEN MET.
DATE OF EXECUTION: _____
SIGNED: _____
REGISTERED LAND SURVEYOR
NO. 15553
STATE OF ARKANSAS



**SHERRILL HEIGHTS
LOT 3
BENTONVILLE, ARKANSAS**

REVISIONS	
LOT SPLIT OF LOT 3, SHERRILL HEIGHTS, CREATING LOTS 25-26, SHERRILL HEIGHTS BENTONVILLE, ARKANSAS	
OWNER CONTACT INFO:	
CALCON INC 10620 ARK 72 WEST BENTONVILLE, AR 72712	
273-7989 OR 366-7989	DAVID B. PLATZ LAND SURVEYOR
7/28/21	DATE
2021371	JOB No.:
1	SHEET
1"=20'	SCALE

ATLAS PAGE 361 BENTONVILLE PROJECT #: LS21-0067

CITY REQUIRED NOTES:

1. SIDEWALKS SHALL BE THE RESPONSIBILITY OF THE BUILDER / OWNER AT THE TIME OF BUILDING PERMIT ISSUANCE.
2. OWNER / DEVELOPER SHALL COORDINATE WITH ALL LOCAL UTILITIES TO INSURE THAT EACH LOT HAS WATER, SEWER AND ELECTRIC SERVICE.
3. THERE MAY NOT BE FENCES OR ANY OTHER STRUCTURES BUILT IN ANY DRAINAGE EASEMENTS.
4. BEFORE ANY WORK IN THE RIGHT-OF-WAY COMMENCES, CONTRACTOR AND OR OWNER IS TO CONTACT THE CITY OF BENTONVILLE TO ENGINEERING AND TRANSPORTATION DEPARTMENTS AND NOTIFY SAID DEPARTMENTS ON THE INTENT AND TYPE OF THE WORK THAT WILL TAKE PLACE WITHIN THE RIGHT-OF-WAY AND OBTAIN THE RIGHT-OF-WAY PERMIT FROM THE CITY OF BENT. TRANS. DEPT.
5. ALL STRUCTURES MUST MAINTAIN MINIMUM OF 20' CLEARANCES FROM ALL ELECTRIC LINES.

SURVEYOR NOTES:

1. PARENT DEED FILED IN BOOK 518 AT PAGE 836 WITH AN INHERITANCE DEED FILED ON FEBRUARY 3, 2006.
2. PROPERTY IS COUNTY TAX PARCEL #01-04111-000.
3. THE PROPERTY IS CURRENTLY ZONED AS RESIDENTIAL (R-1). SETBACKS SHALL BE PER THE CURRENT ZONING DISTRICT AS STATED IN THE MOST RECENT CITY OF BENTONVILLE ZONING CODE. FOR MORE INFO VISIT WWW.BENTONVILLEPLANNING.COM OR CALL THE PLANNING DEPARTMENT @ 479-271-3122.
4. OUR LIMITED RESEARCH COULD NOT FIND ANY EXISTING EASEMENTS ON THE PARENT TRACT, A MORE IN DEPTH SEARCH IS NEEDED TO VERIFY.

FLOOD CERTIFICATION

THIS PROPERTY DOES NOT LIE IN A SPECIAL FLOOD HAZARD AREA AS SHOWN ON FEMA PANEL #05007C0090 J, DATED SEPTEMBER 28, 2007.

CERTIFICATE OF APPROVAL

PURSUANT TO THE BENTONVILLE LAND DEVELOPMENT CODE REGULATIONS AND ALL OTHER CONDITIONS AND APPROVAL HAVING BEEN COMPLETED, THIS DOCUMENT IS HEREBY ACCEPTED. THIS CERTIFICATE IS HEREBY EXECUTED UNDER THE AUTHORITY OF THE SAID RULES AND REGULATIONS.

DATE OF EXECUTION: _____

SIGNED: _____

MAYOR

CITY CLERK

PLANNING COMMISSION CHAIRMAN

ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF LOTS
25 & 26 SHERRILL HEIGHTS SUBDIVISION TO THE CITY OF
BENTONVILLE, ARKANSAS (PROJECT NUMBER: LS21-0067).**

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the property line adjustment of Lots 25 & 26 Sherrill Heights Subdivision of the City of Bentonville, Benton County, Arkansas was submitted to the Bentonville Planning Commission on January 4, 2022; 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 25 & 26 Sherrill Heights Subdivision to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes.

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

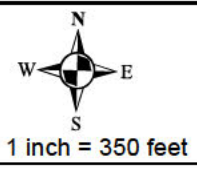
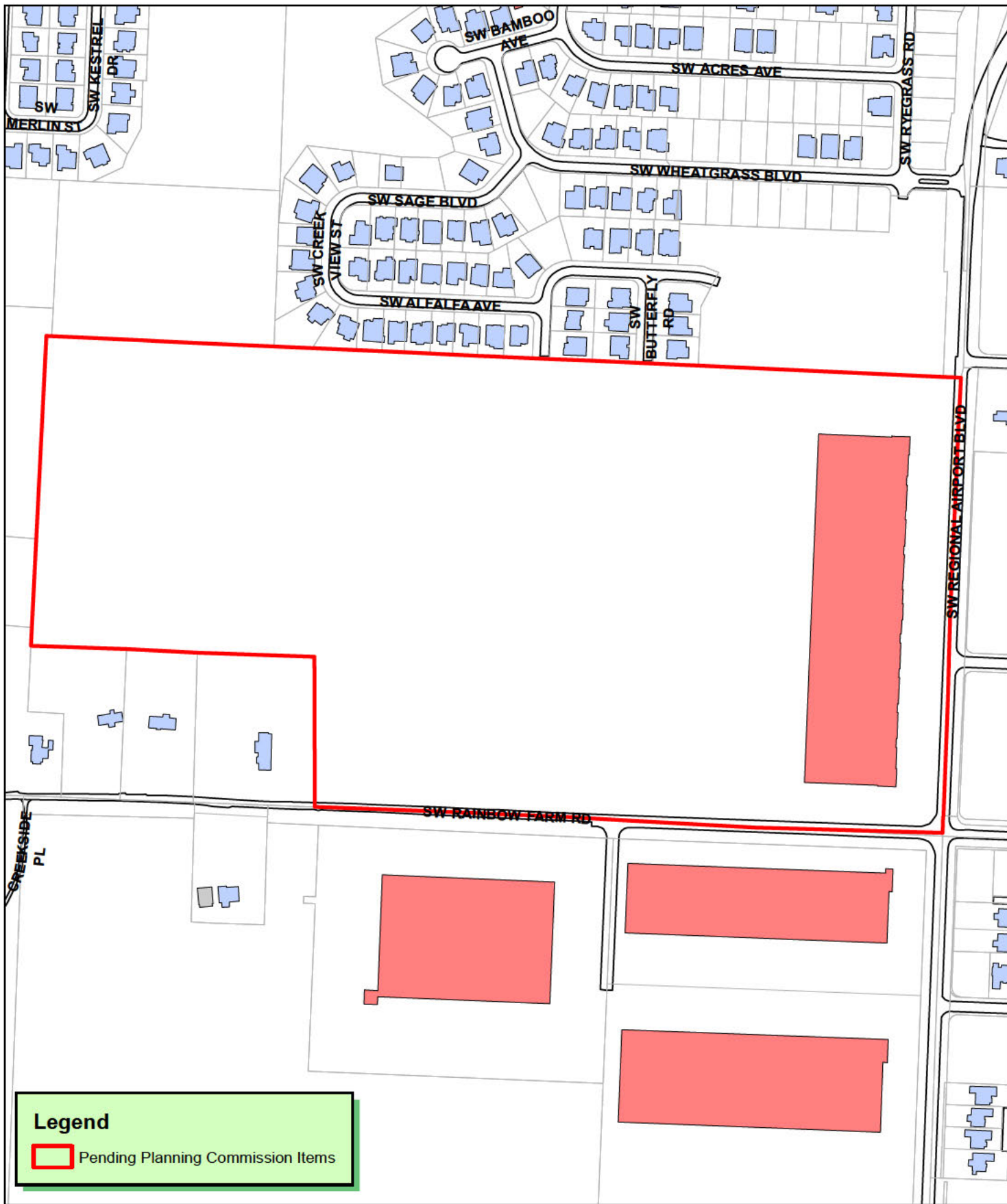
PASSED AND APPROVED this _____ day of _____, 2022.

APPROVED:

Stephanie Orman, Mayor

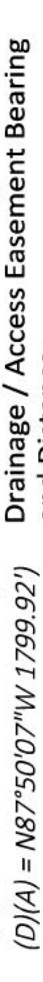
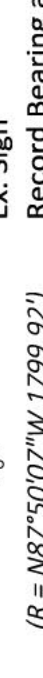
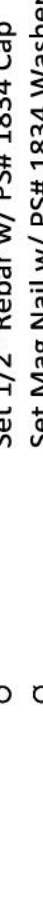
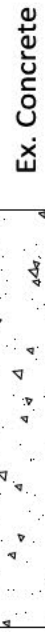
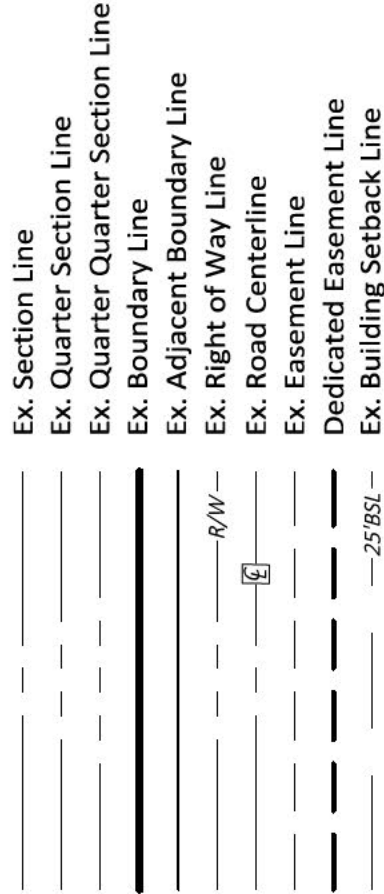
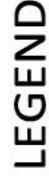
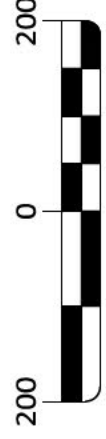
ATTEST:

Kirby Romines, City Clerk



**LS21-0068
LOT SPLIT
GATEWAY PARK NORTH SUBDIVISION
CREATING LOTS 2 & 3**





ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A LOT SPLIT OF GATEWAY NORTH
SUBDIVISION CREATING LOT 2 AND 3 TO THE CITY OF BENTONVILLE,
ARKANSAS (PROJECT NUMBER: LS21-0068).**

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the lot split of Gateway North Subdivision, creating Lot 2 and 3, of the City of Bentonville Benton County, Arkansas, was submitted to the Bentonville Planning Commission on January 4, 2022; 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 Gateway North Subdivision, creating Lot 2 and 3 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.

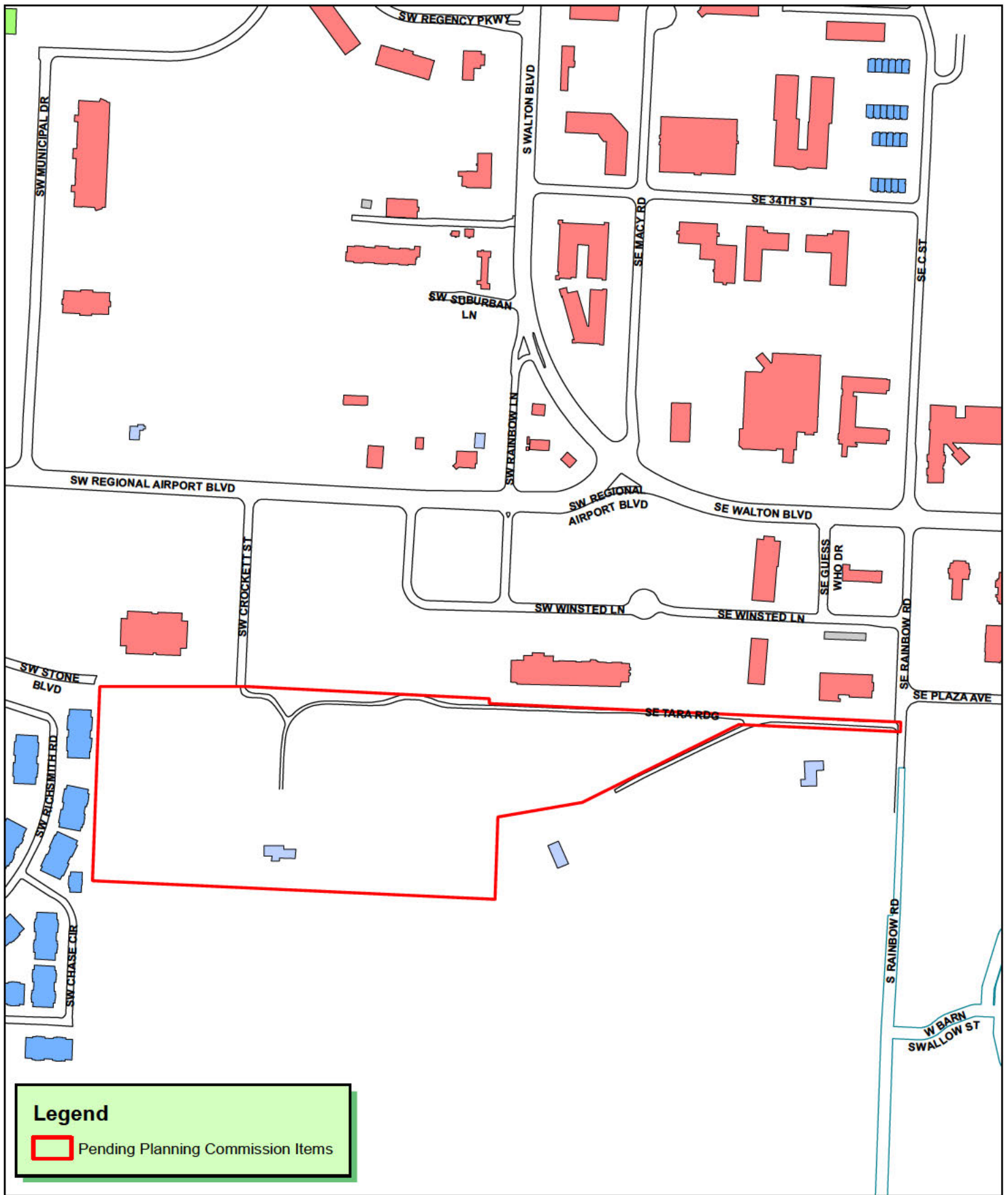
PASSED AND APPROVED this _____ day of _____, 2022.

APPROVED:

Stephanie Orman, Mayor

ATTEST:

Kirby Romines, City Clerk



Legend

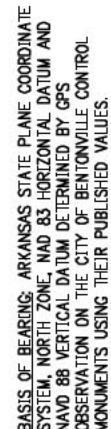
Pending Planning Commission Items

N
W E
S

1 inch = 400 feet

PLA21-0047
PROPERTY LINE ADJUSTMENT
SALLEY ADDITION
CREATING LOT 1 OF TARA RIDGE SUBDIVISION





01-14932-003
TOLLETT WOOD LLC
ZONE: C-2

01-08562-005
RAGE BENTONV.
ZONE: C-2

01-15220-0000

01-14933-000
E AT BENTONVILLE
ZONE: R-4

01-14935-00
BENTONVILLE PI
ZONE: R-4

FOUND IRON PIN OR PIPE
CALCULATED POINT
FIRE HYDRANT
WATER VALVE
SEWER MANHOLE
LIGHT POLE
TELEPHONE BOX
GAS METER
TRANSFORMER OR ELECTRICAL
PROPERTY LINE
EASEMENT
RIGHT OF WAY LINE
OVERHEAD ELECTRIC
FENCE LINE

02-00861-20
ES TRUST, LOIS
ZONE: A-1

LEVEL LINE TABLE	
LENGTH	DIRECTION
1.01'	S2° 26'
1.83'	S2° 05'

LOT 1
THIS PLAT
25.21 ACRES MORE
LESS

EL 01-00135-0
CHARLES R & BR
ZONE: R-3

TEL 01-17815-0
HARIES R. & RE

AI CODE:
-07-200-04-

PREPARED FOR:
VER COMP

STATE PLAT C

12/2
INO: 2110
CT: J. BE

1

rafton
re | engineering | su

7.000.4000 1 477 8
www.crafton

flon Tull & Assoc

SHE

S PAGE:

PLA21-

20



BASIS OF BEARING: ARKANSAS STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NAD 83 HORIZONTAL DATUM AND NAD 83 VERTICAL DATUM DETERMINED BY GPS OBSERVATION ON THE CITY OF BENTONVILLE CONTROL MONUMENTS USING THEIR PUBLISHED VALUES.

01-15217-000
MARTIAL ARTS SERVICES INC
ZONE: C-2

01-15216-000
MARTIAL ARTS SERVICES INC
ZONE: C-2

01-12780-000
GILD CORPORATION
ZONE: C-2

01-11447-017
DYNAMIC DEVELOPMENT INC
ZONE: C-2

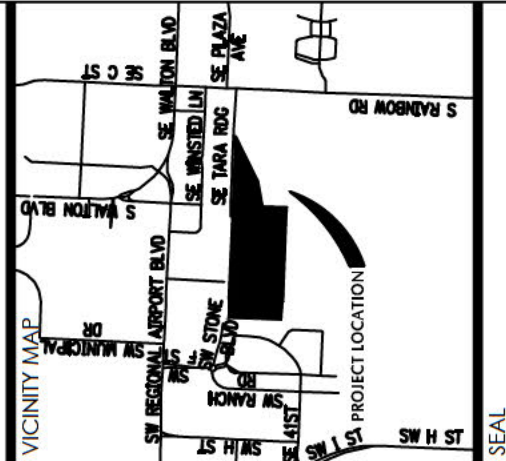
PARCEL LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	15.01'	S2° 26' 45"W
L2	34.83'	S2° 05' 24"W



LEGEND

- | | |
|---|-----------------------------|
|  | FOUND IRON PIN OR PIPE |
|  | CALCULATED POINT |
|  | FIRE HYDRANT |
|  | WATER VALVE |
|  | SEWER MANHOLE |
|  | LIGHT POLE |
|  | TELEPHONE BOX |
|  | GAS METER |
|  | TRANSFORMER OR ELECTRIC BOX |
|  | PROPERTY LINE |
|  | EASEMENT |
|  | RIGHT OF WAY LINE |
|  | OVERHEAD ELECTRIC |
|  | FENCE LINE |

RECORD INFORMATION



PROPERTY LINE ADJUSTMENT OF
SALLEY ADDITION, CREATING
TARA RIDGE SUBDIVISION LOT 1
BENTONVILLE, ARKANSAS

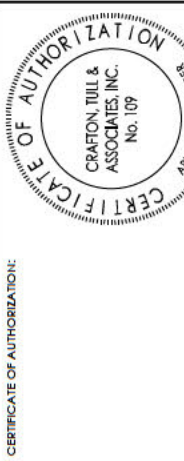
PREPARED FOR:
RED RIVER COMPANY

STATE PLAT CODE:
500-19N-30W-0-07-200-04-1460

DATE: 12/20/2021
PROJECT NO: 21103301
CONTACT: J. BEMBENEK



477.636.4630 | 477.631.6224 |
www.craftontull.com



© 2021 Crafton Tull & Associates Inc.

SHEET NO.:

PLA21-0047

ATLAS PAGE: 485

PLA21-0047

ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF
SALLEY ADDITION, CREATING TARA RIDGE SUBDIVISION LOT 1 TO THE
CITY OF BENTONVILLE, ARKANSAS (PROJECT NUMBER: PLA21-0047).**

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the property line adjustment of Salley Addition creating Tara Ridge Subdivision Lot 1 of the City of Bentonville, Benton County, Arkansas was submitted to the Bentonville Planning Commission on January 4, 2022; 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 Salley Addition creating Tara Ridge Subdivision Lot 1 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.

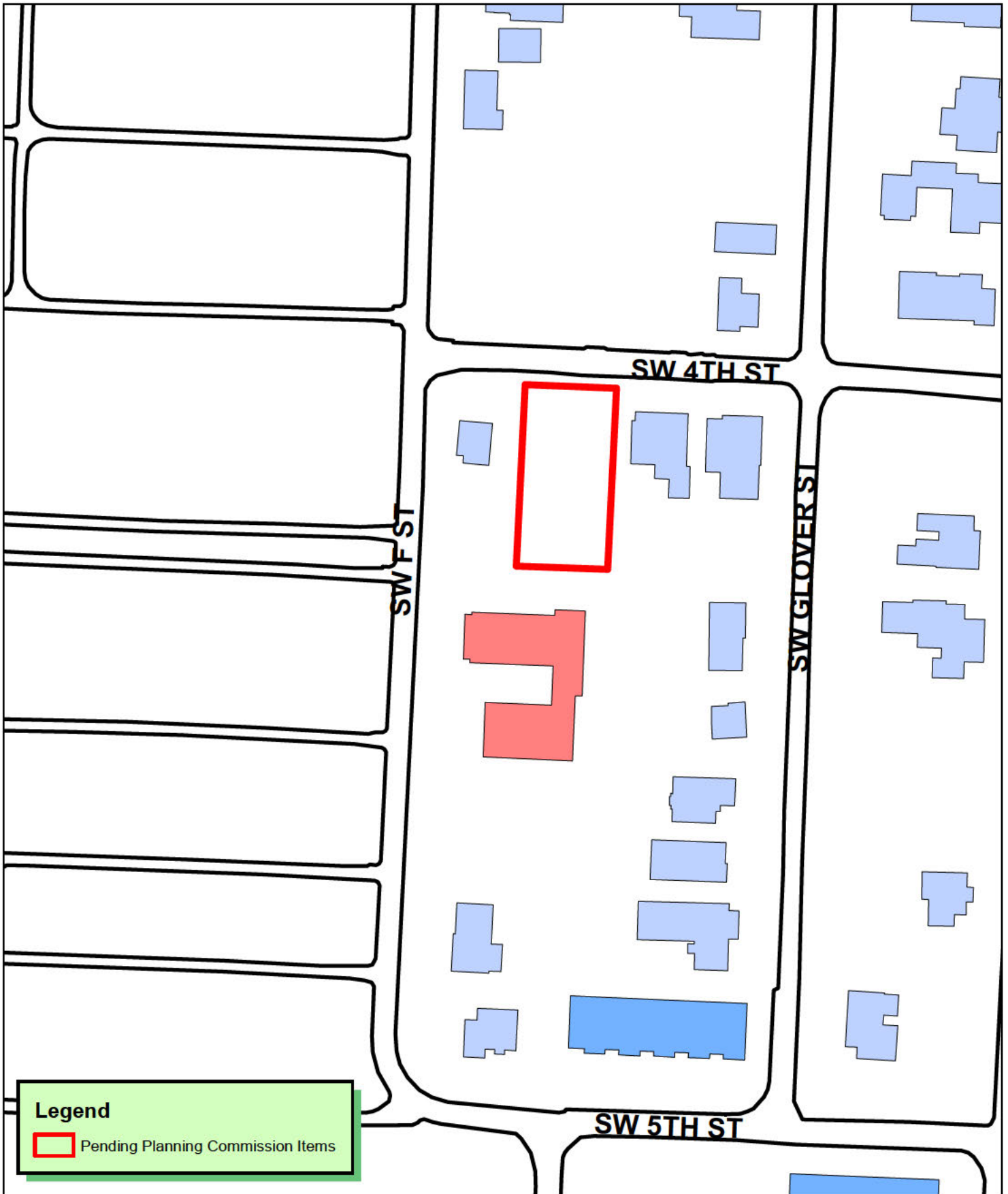
PASSED AND APPROVED this _____ day of _____, 2022.

APPROVED:

ATTEST:

Stephanie Orman, Mayor

Kirby Romines, City Clerk



ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF LOT 1,
2 & 3 FAIRCLOE BLOCK ADDITION, CREATING LOT 25 TO THE CITY OF
BENTONVILLE, ARKANSAS (PROJECT NUMBER: PLA21-0057).**

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the property line adjustment of Lot 1, 2 & 3 Faircloe Block Addition creating Lot 25 of the City of Bentonville, Benton County, Arkansas was submitted to the Bentonville Planning Commission on January 4, 2022; and,

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

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

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

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

Section 1: That the property line adjustment of Lot 1, 2 & 3 Faircloe Block Addition creating Lot 25 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.

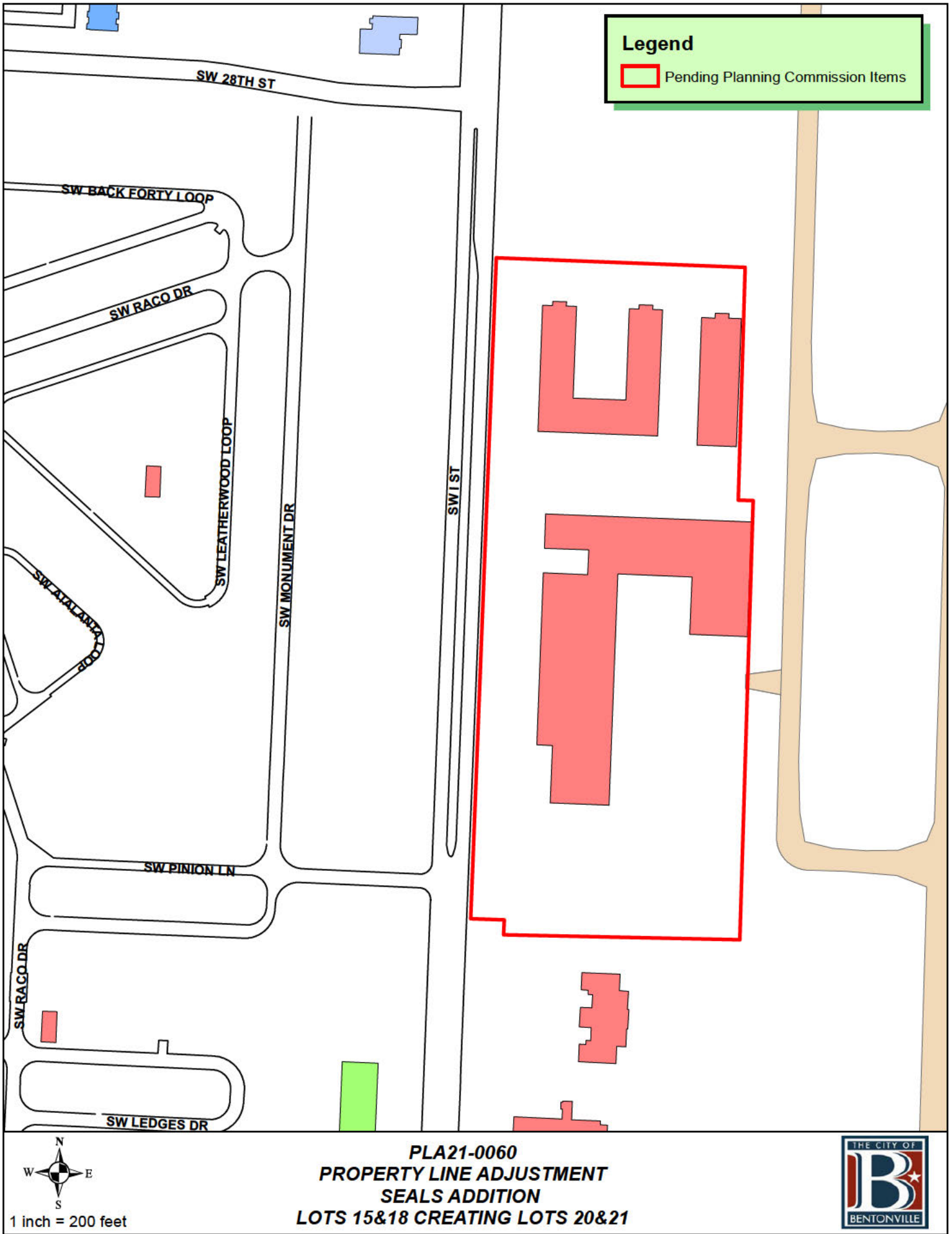
PASSED AND APPROVED this _____ day of _____, 2022.

APPROVED:

ATTEST:

Stephanie Orman, Mayor

Kirby Romines, City Clerk



PARENT TRACT DESCRIPTION - Scrivener's Affidavit, Document L201952891:

Lot 15, Seals Addition, Bentonville, Benton County, Arkansas, as shown on Plat Record 2016 at Page 648.

PARENT TRACT DESCRIPTION - Warranty Deed, Document L202153310:

Lot 18, of the Lot Split of Lot 11 of Seals Addition, Benton County, Arkansas, filed for record in Plat Record 2016 at page 786, being more particularly described as follows, to-wit: Beginning at a point on the East right-of-way of Southwest I Street which is S87°43'05"E 62.88 feet and S02°14'25"W 355.27 feet from the Northwest corner of the West Half of the Northwest Quarter of Section 7, Township 19 North, Range 30 West, Benton County, Arkansas, and running thence S87°36'35"E 462.16 feet to an existing rebar; thence S02°22'09"E 59.97 feet to an existing rebar; thence S02°16'55"W 313.37 feet to an existing rebar; thence N87°43'05"W 466.75 feet to an existing rebar on the East right-of-way of Southwest I Street; thence along said right-of-way N02°14'25"E 374.01 feet to the point of beginning, containing 4.00 acres, more or less.

SURVEY DESCRIPTION - Lot 20, Seals Addition:

Part of Lot 15, Seals Addition to the City of Bentonville, as recorded in Plat Book 2016, at page 648, and part of Lot 18, Seals Addition to the City of Bentonville, as recorded in Plat Book 2016, at page 786, Benton County, Arkansas, and more particularly described as follows:

COMMENCING at a mag nail with PS #1507 washer marking the southwest Corner of Lot 15, Seals Addition; thence by bearing and distance (basis of bearings, Grid North), North 02°13'12" East along the east right-of-way line of Southwest I Street, as that currently exist, a distance of 777.69 feet to a one-half inch (1/2") rebar with PS #1507 cap and the POINT OF BEGINNING; thence North 02°14'25" East continuing along said east right-of-way line a distance of 344.01 feet to a chiseled "x" in concrete at the southwest corner of Lot 17, Seals Addition; thence leaving said east right-of-way line, South 87°36'35" East a distance of 462.16 feet to a five-eighths inch (5/8") rebar with PS #1642 cap marking the southeast corner of said Lot 17 on the west line of Lot 6, Thaden Addition, as recorded as Land Document No. L202167725; thence South 02°22'09" East along said west line of Lot 6 a distance of 59.97 feet to a five-eighths inch (5/8") rebar with PS #1642 cap; thence South 02°16'55" West continuing along said west line of Lot 6 a distance of 283.37 feet to a one-half inch (1/2") rebar with PS #1507 cap; thence leaving said west line, North 87°43'05" West a distance of 466.78 feet to the Point of Beginning.

SURVEY DESCRIPTION - Lot 21, Seals Addition:

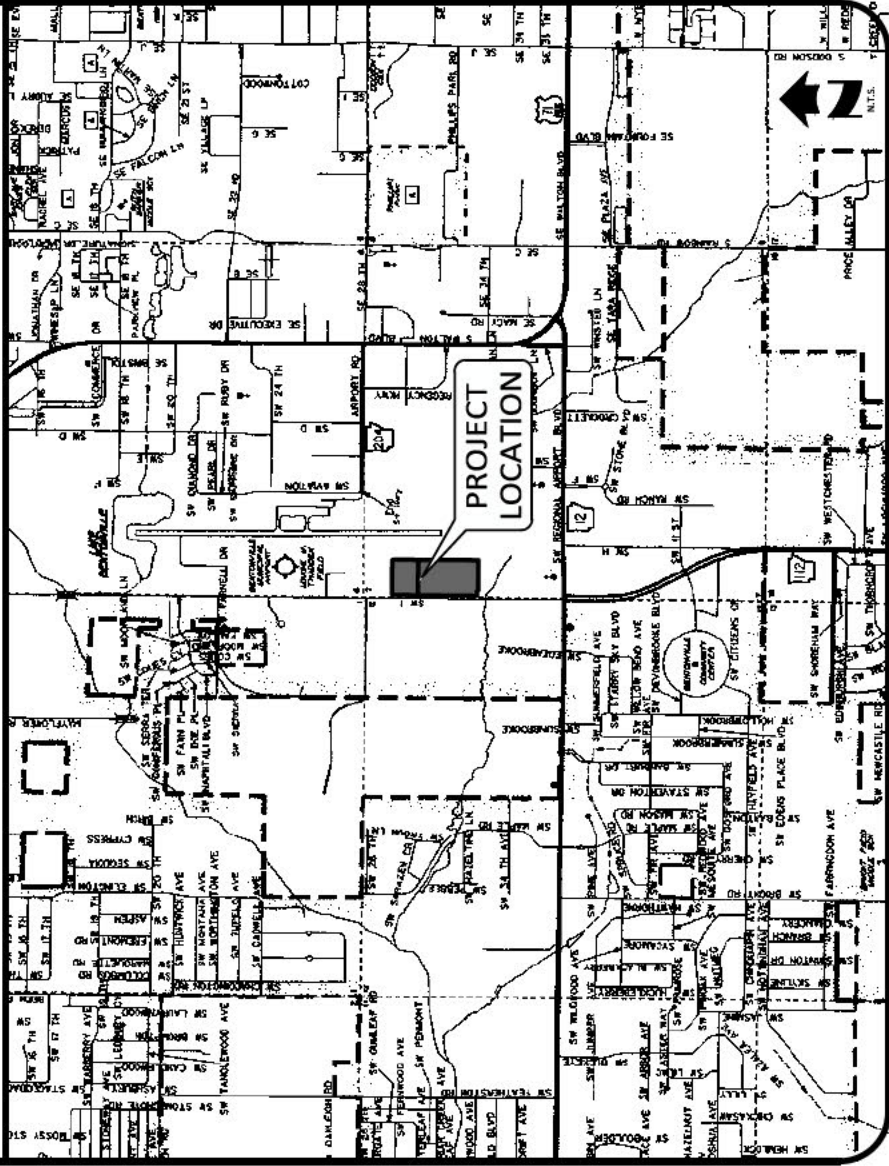
Lot 15, Seals Addition to the City of Bentonville, as recorded in Plat Book 2016 at page 648 and part of Lot 18, Seals Addition to the City of Bentonville, as recorded in Plat Book 2016 at page 786, Benton County, Arkansas, and more particularly described as follows:

BEGINNING at a mag nail with PS #1507 washer marking the southwest Corner of Lot 15, Seals Addition; thence by bearing and distance (basis of bearings, Grid North), North 02°13'12" East along the east right-of-way line of Southwest I Street, as that currently exist, a distance of 777.69 feet to a one-half inch (1/2") rebar with PS #1507 cap; thence leaving said east right-of-way line, South 87°43'05" East a distance of 466.78 feet to a one-half inch (1/2") rebar with PS #1507 cap on the west line of Lot 6, Thaden Addition, as recorded as Land Document No. L202167725; thence South 02°16'55" West along said west line of Lot 6 a distance of 30.00 feet to a five-eighths inch (5/8") rebar with PS #1642 cap; thence North 87°43'05" West continuing along said west line of Lot 6 a distance of 2.95 feet to a one-half inch (1/2") rebar with PS #1507 cap; thence South 01°42'51" West continuing along said west line of Lot 6 a distance of 761.59 feet to a one-half inch (1/2") rebar with PS #1507 cap at the southeast corner of said Lot 15, Seals Addition; thence leaving said west line, North 87°50'07" West along the south line of said Lot 15 a distance of 412.02 feet to a one-half inch (1/2") rebar with PS #1507 cap; thence North 02°13'12" East continuing along said south line a distance of 14.77 feet to a one-half inch (1/2") rebar with PS #1507 cap; thence North 87°46'48" West continuing along said south line a distance of 58.50 feet to the Point of Beginning.

CITY DEVELOPMENT NOTES:

- Before any work in the right-of-way commences, contractor and or owner is to obtain right-of-way permit for the City of Bentonville Transportation Department.
- Owner/Developer shall coordinate with all local utilities to ensure that each lot has water, sewer, and electric service.
- Sidewalk construction shall be the responsibility of the builder or owner/developer at the time of building permit issuance and in accordance with the City of Bentonville design standards. Handicap accessible ramps and sidewalks along non-buildable lot frontages shall be constructed by the developer. Builders building within lots or owner/developer shall be responsible for the replacement of any existing sidewalks or ADA ramps damaged during construction.
- There shall be no fences, or any other structures built within any Drainage easement.
- Current Zoning for both Lots 20 and 21 is I-1 and Municipal Airport Overlay District, Zone B, Transitional Zone. Setbacks shall be per the current zoning district as stated in the most recent City of Bentonville Zoning Code. For more info visit www.bentonvilleplanning.com or call the Planning Department @ 479-271-3122

VICINITY MAP



GENERAL NOTES:

- Basis of Bearings: Grid North, State Plane Coordinate System, Arkansas North Zone (0301), NAD 83 (2011)(Epoch:2010.0000), based on RT Kinematic GNSS Observations derived from a Static GNSS Base and NGS OPUS Solution, having published values of: Latitude 36°20'31.05992" N; Longitude 94°13'14.13642" W; Convergence Angle = -1.292161111 degrees; and a Combined Scale Factor of 1.00003419 Ground to Grid.
- Grid North Convergence: At the southwest corner of Lot 15, Seals Addition, rotate from Grid North 01°17'35" to the left for True (Geodetic) North.
- Flood Information: Based upon review of NFIP FIRM, Benton County, Arkansas and Incorporated Areas, Map Number-Panel, 05007C0255K, Map Revised: June 5, 2012, and by graphic plotting only, the subject property lies within: Zone X, Areas determined to be outside the 0.2% chance floodplain. Flood Hazard Maps are subject to be changed, updated, and revised, and the purchaser or other interested parties of any lots or lands depicted hereon, should review current maps and satisfy themselves of the location and limits of any potential flood hazard areas, along with any associated risk.
- Every recorded document reviewed and considered as a part of this survey is noted hereon. Surveyor has not made a thorough investigation or independent search for any easements or other encumbrances or facts that an accurate, complete and current title search and/or title commitment would disclose. Other documents of record, rights, or facts, may exist and affect this subject property.
- Utilities, subsurface or environmental conditions were not examined or considered as a part of this survey. All utilities and subsurface improvements should be verified before any excavations or development.
- Last Date of Field Survey: October 20, 2021.

REFERENCES:

- General Warranty Deed; Game Engines, LLC, Grantee; Land Document No. L201946597, filed September 5, 2019, Benton County, Arkansas.
- Scrivener's Affidavit and Correction Deed; Game Engines, LLC, Grantee; Land Document No. L201952890, filed October 3, 2019, Benton County, Arkansas.
- Scrivener's Affidavit; Game Engines, LLC, Grantee; Land Document No. L201952891, filed October 3, 2019, Benton County, Arkansas.
- Warranty Deed; Mars Loop, LLC, Grantee; Land Document No. L202153310, filed July 16, 2021, Benton County, Arkansas.
- Lot Split Plat creating Lots 15 and 16, Seals Addition to the City of Bentonville, Plat Book 2016, page 648, filed August 26, 2016, Benton County, Arkansas.
- Property Line Adjustment Plat creating Lot 6 & Lot 7, Thaden Addition to the City of Bentonville, Land Document No. L202167725, filed September 9, 2021, Benton County, Arkansas.
- Lot Split Plat creating Lots 17 & 18 of Seals Addition to the City of Bentonville, Plat Book 2016, page 786, filed October 21, 2016, Benton County, Arkansas.

CERTIFICATE OF OWNERSHIP:

We The Undersigned, Owners Of The Real Estate Shown And Described Herein, Do Hereby Certify That We Have Laid Off, Platted, And Subdivided And Do Hereby Lay Off, Plat, Subdivide Said Real Estate In Accordance With This Plat And Do Hereby Dedicate To The Use Of The Public The Streets, Alleys, Drives, Easements, Etc. As Shown On Said Plat.

Signed: _____ Date: _____
Game Engines, LLC
Printed Name: _____
Title: _____
State of Arkansas)
County of _____) SS
Sworn And Subscribed Before Me This ____ Day Of _____, 20____.
Notary Public: _____
My Commission Expires: _____

Signed: _____ Date: _____
Mars Loop, LLC
Printed Name: _____
Title: _____
State of Arkansas)
County of _____) SS
Sworn And Subscribed Before Me This ____ Day Of _____, 20____.
Notary Public: _____
My Commission Expires: _____

CERTIFICATE OF APPROVAL:

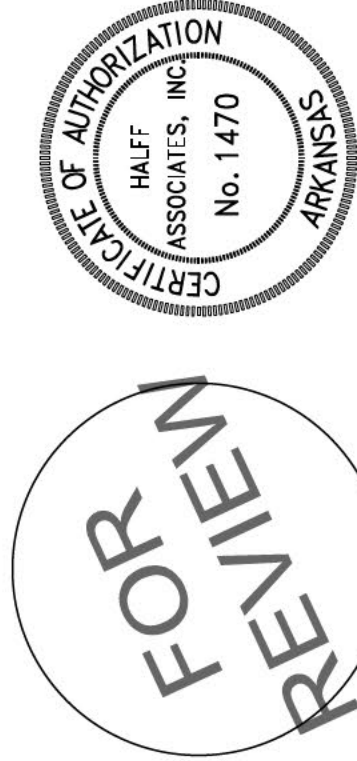
Pursuant To The Bentonville Land Development Code And All Other Conditions And Approval having Been Completed, This Document Is Hereby Accepted. This Certificate Is Hereby Executed Under The Authority Of The Said Rules And Regulations.

Date Of Execution: _____
Signed _____
Community Development Director

CERTIFICATE OF SURVEYING ACCURACY:

I, Keith A. Sikes, hereby certify that this plat correctly represents a boundary survey made by me or under my direct supervision and their location, type and material are correctly shown and all requirements of the Arkansas Standards of Practice for Property Boundary Surveys and Plats have been met.

Date of Execution: December 20, 2021



Signed: _____

Filing Block

SURVEYOR
Morrison Shipley I Halff
2407 SE Cottonwood Street
Bentonville, AR 72712
Contact: Keith Sikes
Phone: 479-273-2209

OWNER
Mars Loop LLC
5543 Edmondson Pike #1122
Nashville, TN 37211
Contact: Will Nitz
Telephone: (479)-599-8140

OWNER
Game Engines, LLC
PO Box 1860
Bentonville, AR 72712
Contact: Will Nitz
Telephone: (479)-599-8140



MORRISON-SHIPLEY HALFF
2407 SE Cottonwood St., Suite 1
Bentonville, AR 72712

**Property Line Adjustment
LOTS 15 & 18 Seals Addition
creating LOTS 20 & 21
Seals Addition
Bentonville, Arkansas**

Prepared For: Game Engines, LLC

**PROPERTY LINE
ADJUSTMENT PLAT**

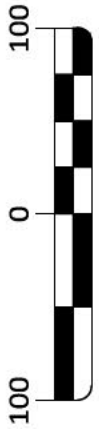
Bentonville Project #PLA21-0060

Revisions

1 12.20.2021 - Revised Per City Comments

Drawn By:	JDS	Vert. Scale:	N/A
Approved By:	KAS	Horiz. Scale:	N/A
Date:	12.20.2021	Plot Scale:	1
Project No.:	VBT-31	DWG Name:	PLAT

1
SHEET
of 2

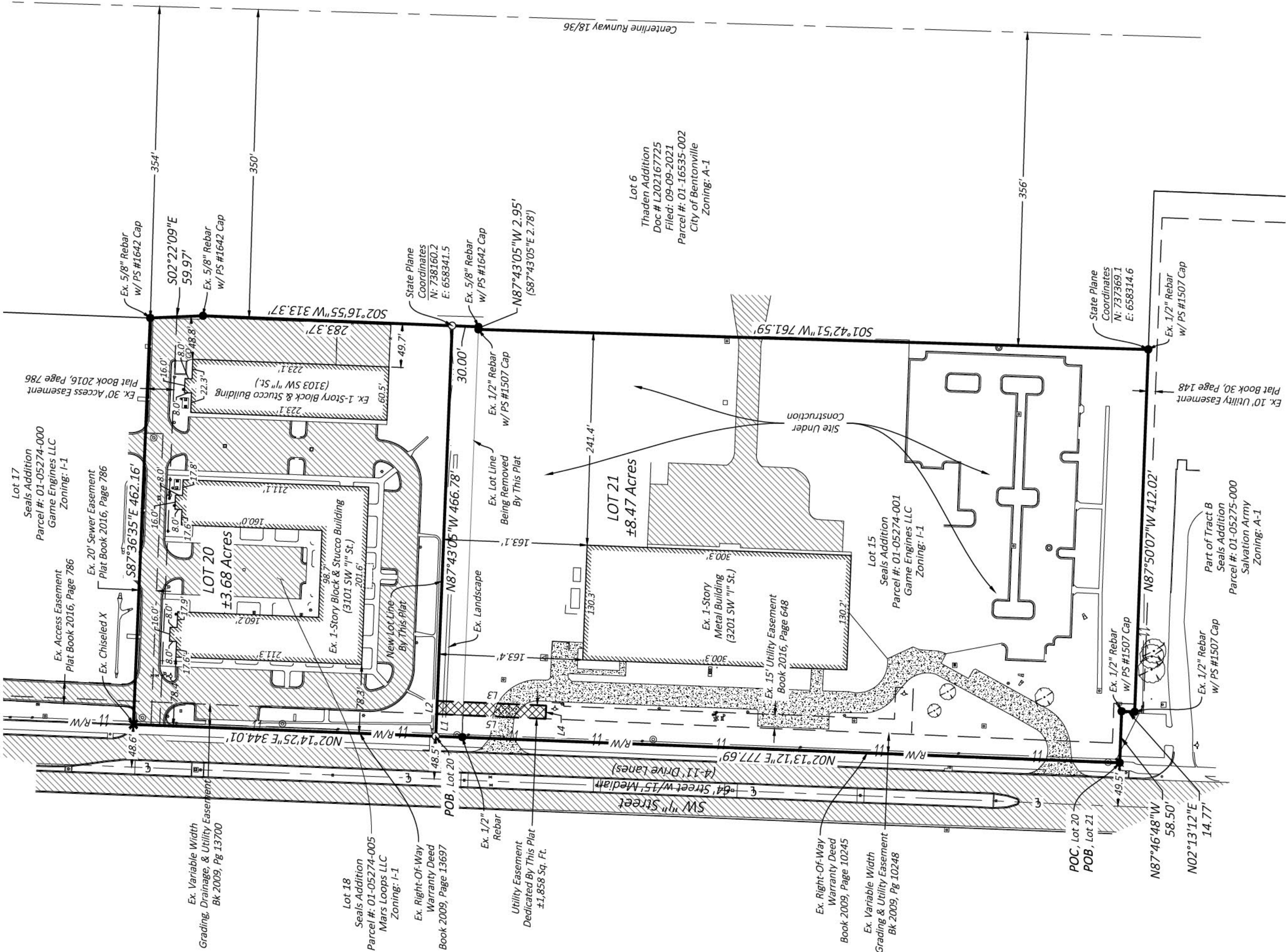


Scale in Feet
1" = 100 Feet

LEGEND

Ex. Section Line	— — — — —
Ex. Boundary Line	— — — — —
Ex. Adjacent Boundary Line	— — — — —
Ex. Right of Way Line	— — — — —
Ex. Road Centerline	— — — — —
Ex. Easement Line	— — — — —
Ex. Ditch Line	— — — — —
Ex. Fence Line	— — — — —
Dedicated Easement By This Plat	— — — — —
Set 1/2" Rebar w/ PS# 1507 Cap	●
Ex. Rebar or Iron Pipe	●
Ex. Mag Nail w/ PS #1507 Washer	●
Ex. Chiseled "X"	✕
Ex. Water Meter	⊗
Ex. Fire Hydrant	⊗
Ex. Water Valve	⊗
Ex. Irrigation Control Valve	⊗
Ex. Fire Department Connection	⊗
Ex. Sewer Manhole	⊗
Ex. Sewer Clean-Out	⊗
Ex. Gas Meter	⊗
Ex. Telephone Pedestal	⊗
Ex. Electric Pedestal	⊗
Ex. Electric Meter	⊗
Ex. Power Pole	⊗
Ex. Power Pole w/ Guy Wire	⊗
Ex. Light Pole	⊗
Ex. Electric Transformer	⊗
Ex. Vault Box	⊗
Ex. Air Conditioner	⊗
Ex. Tree	⊗
Ex. Asphalt	▨
Ex. Concrete	▩

Line Table		
Line #	Bearing	Length
L1	S 87°43'05" E	25.15'
L2	S 87°43'05" E	15.00'
L3	S 02°27'11" W	123.88'
L4	N 87°46'39" W	15.00'
L5	N 02°27'11" E	123.90'



MORRISON-SHIPLEY HALFF
2407 SE Cottonwood St., Suite 1
Bentonville, AR 72712

**Property Line Adjustment
LOTS 15 & 18 Seals Addition
creating LOTS 20 & 21
Seals Addition
Bentonville, Arkansas**

Prepared For: Game Engines, LLC

PROPERTY LINE ADJUSTMENT PLAT

Bentonville Project #PLA21-0060

Revisions

1	12.20.2021	Revised Per City Comments
---	------------	---------------------------

Drawn By:	JDS	Vert. Scale:	N/A
Approved By:	KAS	Horiz. Scale:	1"=100'
Date:	12.20.2021	Plot Scale:	1
Project No.:	VBT-31	DWG Name:	PLAT

2
SHEET of 2

ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A LOT SPLIT OF LOTS 15 & 18 SEALS
ADDITION CREATING LOTS 20 & 21 TO THE CITY OF BENTONVILLE,
ARKANSAS (PROJECT NUMBER: PLA21-0060).**

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the lot split of Lots 15 & 18 Seals Addition Creating Lots 20 & 21, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on January 4, 2022; 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 15 & 18 Seals Addition Creating Lots 20 & 21 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 _____, 2022.

APPROVED:

ATTEST:

Stephanie Orman, Mayor

Kirby Romines, City Clerk

REZONING STAFF REPORT



Delacruz & Cummings

1003 North Main Street

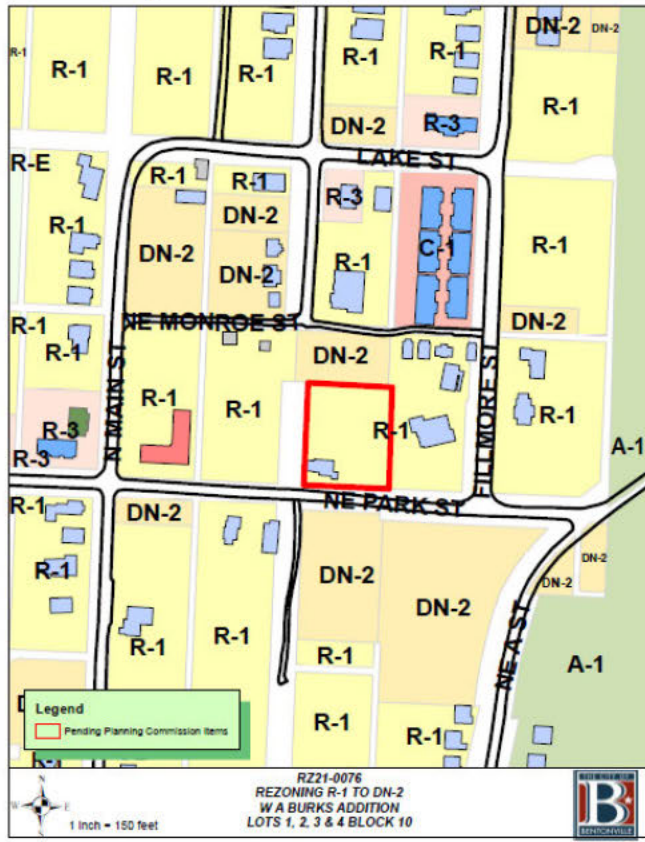
PC Date: 1/4/2022

Reviewer: Jon Stanley, Senior Planner, ALSA, APA

Project Number	RZ21-0076
Applicant / Current Owner	Delacruz and Cummings
Site Area	+/- 0.69 acres
Current Zoning	R-1, Low Density Single Family Residential
Requested Zoning	DN-2, Downtown Medium-Density Residential
Future Land Use Map Designation	Medium Density Residential (MDR)

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

Location Map



Property Description

This property is located at 111 NE Park Street and is currently zoned R-1, Low-Density Single Family Residential. Adjacent zoning districts are DN-2, Medium Density Residential to the north and south, and R-1, Low Density Single-Family Residential to the north, east, and west.

Relationship to the Bentonville Community Plan

The Future Land Use Plan currently depicts this property as Medium-Density Residential. Medium-Density Residential areas typically include townhouses or duplex residential properties. These areas are found both near downtown and in some recent growth areas. These areas may also include local amenities for residents, including educational facilities, religious facilities, museums, etc.

The property is located within Priority Area 1, Downtown Intensification, as identified in Chapter 4 of the Community Plan. This area highlights reinvestment in urban neighborhoods in and around Downtown Bentonville.

Public Comment

At the time of writing this staff report, staff has not received public comments.

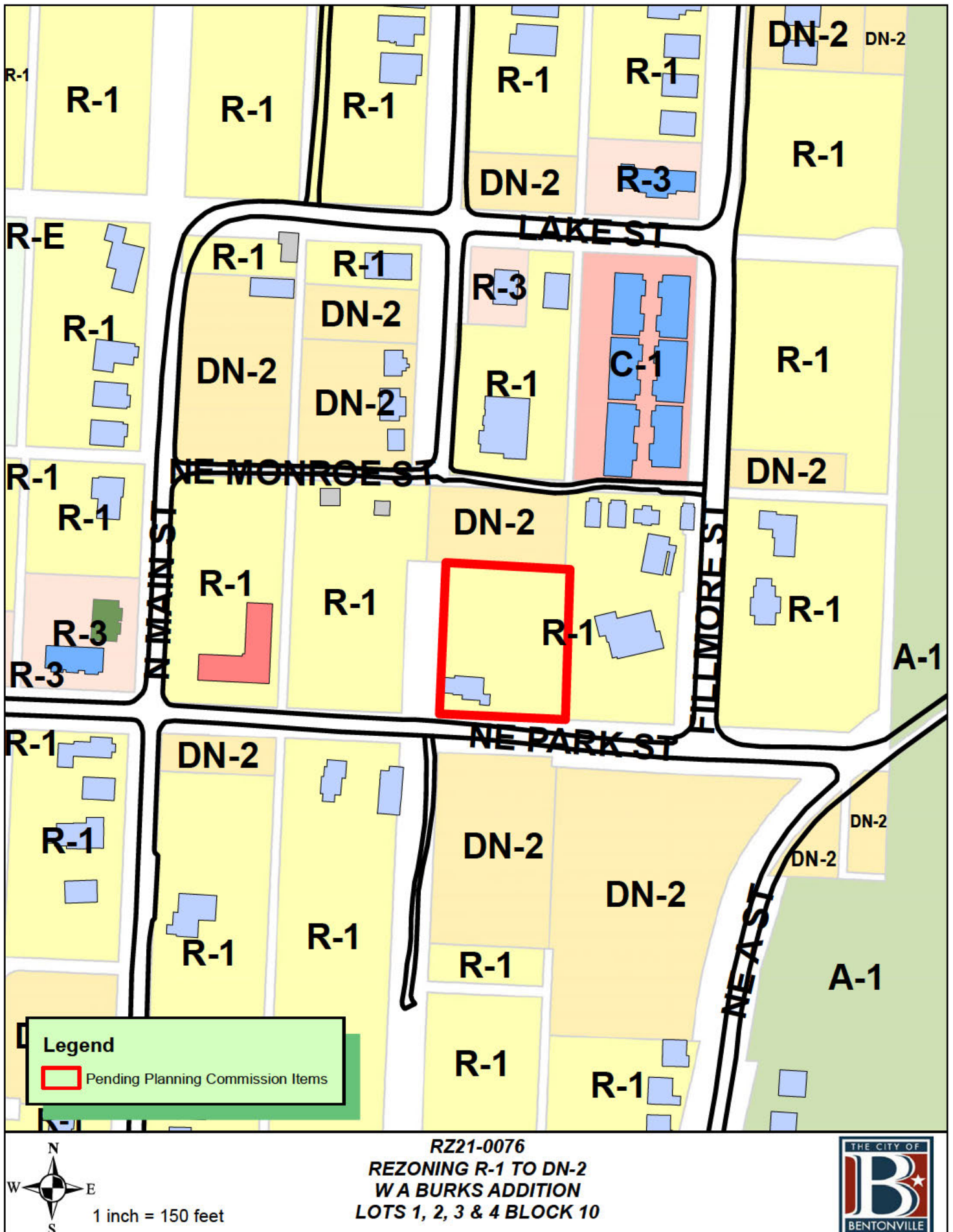
Analysis

The DN-2 district is intended to allow for an increased single-family density through small lot widths where alleys and infrastructure support such development, and where small-lot single-family development provides an appropriate transition between large-lot residential areas and those of higher density.

This rezoning request is consistent with the Bentonville Community Plan and the Future Land Use Plan. Additionally, this request is consistent with surrounding land-use patterns as there are existing DN-2 zoning districts in the immediate area.

Conclusion

This rezoning request is consistent with the Future Land Use Plan and is compatible with surrounding zoning districts and land uses. Staff recommends approval of the rezoning request.



111 NE Park & Adjacent Land Rezone Narrative *

Rezone Narrative Current Zoning Designation: R1- Single Family Residential

Proposed Zoning Designation: DN2- Downtown Medium Density Residential

Explanation: Ted Dickey proposes to rezone the property located at 111 NE Park. Parcel IDs:

- 01-04581-000 Delacruz, Lot 1;
- 01-04582-000 Cummings, Lots 2, 3 & 4

from R1 to DN2, in order to develop a real estate project in compliance with DN2 development standards of the Bentonville Zoning Code. The current owners are:

- Chris Delacruz: **Mailing Address: 111 NE Park Street, Bentonville, AR 72713** and
- John Cummings, Jr: Mailing Address: 2515 Canyon Creek Drive, Richardson, TX 75080

who endeavors to sell the property to Ted Dickey will serve as the property developer.

Reason to Rezone: The rezone from R1 to DN2 would allow for Ted Dickey to build a future residential development on the .52 and .17-acre lots. Currently the property is zoned R1 and has a single-family house on Delacruz's lot and is undeveloped land on the other. The City of Bentonville Planning Department recommended a rezone to DN2 to fit within the future land use plan.

Statement of how the property will relate to surrounding properties: The residential development proposed for this property will fit in form and scale with design standards outlined by the City of Bentonville DN2 building standards. While many of the surrounding properties are currently zoned R1, the future land use plan indicates that this parcel lies within a medium density zone.

Use: This residential development will complement and contribute to Priority Area 1 -Downtown Intensification- of the City Council adopted *Bentonville Community Plan* and offer additional housing options to accommodate Bentonville's current and anticipated population growth in the coming years. It also falls within the "potential change" area of Chapter 10, Subarea Plans, indicating that this area can accommodate "a higher density and mix of residential uses due to its proximity to new institutional and cultural development".

Traffic: The additional units should not impact current traffic patterns on the existing infrastructure and could potentially encourage more pedestrian and cycling activity with its proximity to Downtown Bentonville and the multiple trail systems.

Signage: None proposed at this time.

Appearance: Modern design standards will be used to positively improve the character of the existing neighborhood and increase housing options on the north side of Downtown Bentonville. This development will be thoughtfully designed to offer similar esthetics, quality and community feel comparable to that of other Newell Development projects in Bentonville.

Water/ Sewer – would need to be brought to the site. **Electric** – is in proximity to the lot.

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL TO DN-2, DOWNTOWN MEDIUM-DENSITY RESIDENTIAL (PROJECT NUMBER: RZ21-0076).

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

Lot's 1, 2, 3 & 4, Block 10 of W A Burks Addition to Bentonville, Benton County, Arkansas, as shown on plat filed under Book "A" and Pages 81 & 119, recorded in the Benton County Clerk's Office, Bentonville, Arkansas; and,

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held January 4, 2022 in the Council Chambers of the City of Bentonville; and,

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

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

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

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

PASSED AND APPROVED this _____ day of _____, 2022.

APPROVED:

ATTEST:

Stephanie Orman, Mayor

Kirby Romines, City Clerk

FUTURE LAND USE MAP AMENDMENT & REZONING STAFF REPORT



Richard L. Grubbs Jr. and Catherine S. Grubbs

220 N Walton Boulevard

PC Date: 1/4/2022

Reviewer: Elizabeth Johnson, Senior Planner, AICP

Project Number	RZ21-0078
Applicant / Current Owner	Richard L. Grubbs Jr. and Catherine S. Grubbs
Site Area	+/- 1.54 acres
Current Zoning	C-2, General Commercial
Requested Zoning	C-3, Mixed-Use Commercial
Future Land Use Map Designation	General Commercial (C)
Requested Future Land Use Map Designation	Mixed-Use Commercial (MUC)

Property Description

This property is located at 220 N Walton Boulevard. The property is surrounded by C-2, General Commercial to the north, south, east, and west, and C-1, Neighborhood Commercial to the west.

Relationship to the Bentonville Community Plan

The Future Land Use Plan currently depicts this property as General Commercial. The applicant requests a change in the Future Land Use Plan to Mixed-Use Commercial. These areas include uses that provide goods and services to nearby residents. Local retail, day-to-day services, and small offices are appropriate in these areas. Vertical mixed-use developments are encouraged in mixed-use commercial areas, with upper floors including offices, services, or residential uses. Parking may be more prominent in these areas than in Downtown Commercial areas but should be sited and designed to not be detrimental to the character of the area.

The property is located within Priority Area 1, Downtown Intensification, as identified in Chapter 4 of the Bentonville Community Plan. This area highlights reinvestment in urban neighborhoods in and around downtown Bentonville (pg. 44).

Public Comment

At the time of writing this staff report, staff has not received public comment on this item.

Analysis

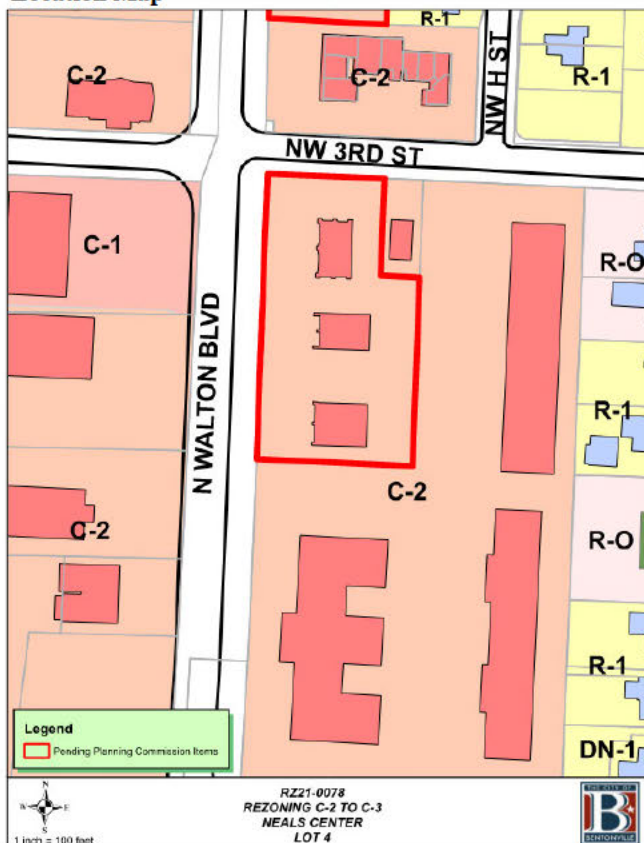
The C-3 zoning district is established for areas outside of downtown to provide an opportunity for people to live, work, meet, shop, and utilize services within the vicinity of their residences. The C-3 district allows for a mix of neighborhood commercial and personal services, offices, and medium-density residential uses. Development in this district should be designed with an urban, walkable character that encourages physical activity, alternative transportation, and greater social interaction to benefit the health and wellbeing of residents.

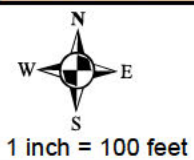
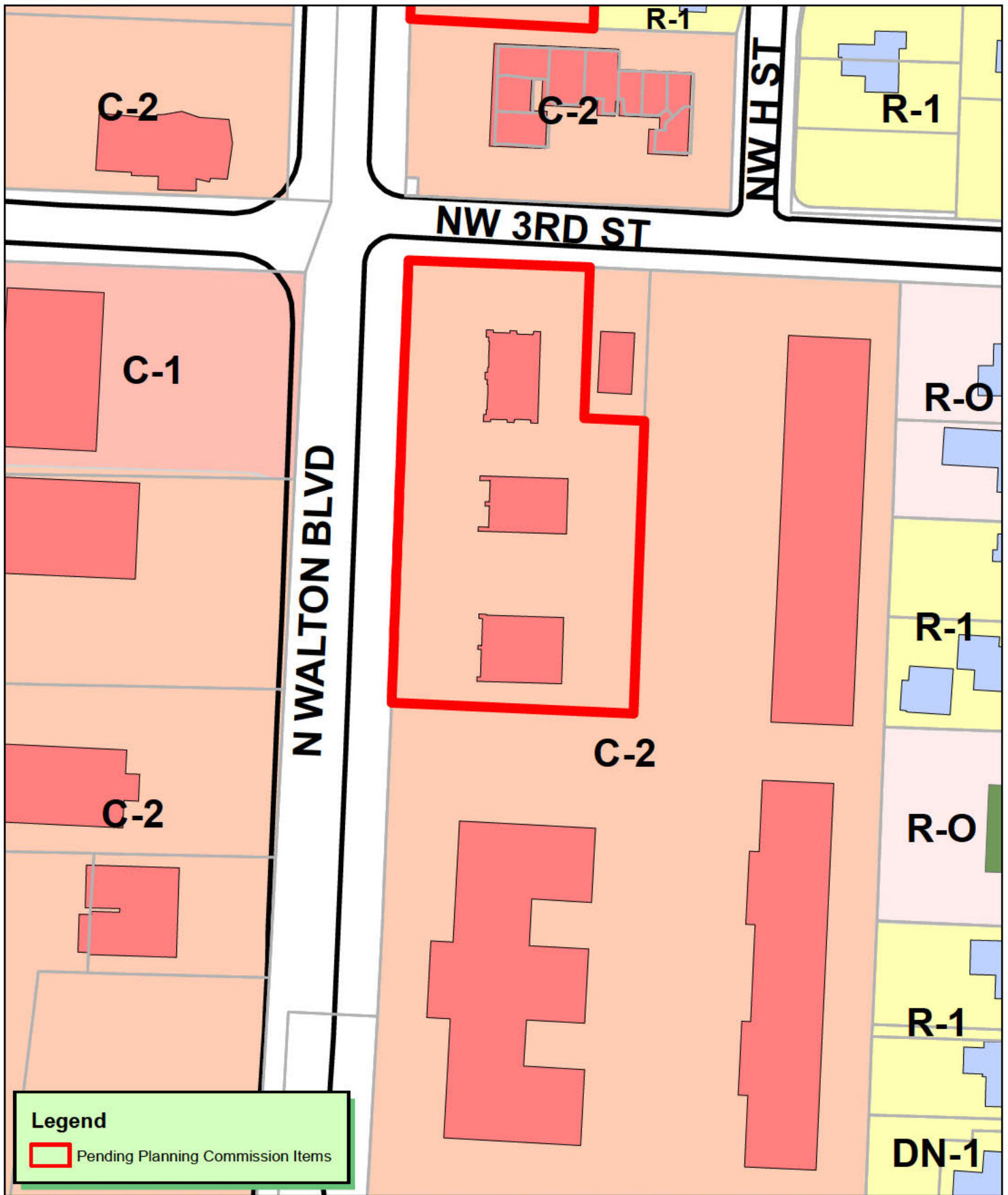
Conclusion

This rezoning request is consistent and compatible with existing land use patterns. Staff recommends approval of the Future Land Use Map amendment and the rezoning request.

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

Location Map





RZ21-0078
REZONING C-2 TO C-3
NEALS CENTER
LOT 4



220 N Walton Blvd Narrative

Current Zoning Designation: C2- General Commercial

Proposed Zoning Designation: C3- Mixed-Use Commercial

Explanation: Newell Development proposes to rezone the property located at 220 N. Walton Blvd (parcel ID 01-03495-013) from C2 to C3, in order to develop a mixed-use building. The current owner is Richard and Catherine Grubbs (Mailing Address: 1215 NE Waverly Way, Bentonville, AR 72712) who endeavors to sell the property to Newell Development.

Reason to Rezone: The rezone would allow for Newell Development to build a mixed-use development.

Statement of how the property will relate to surrounding properties: Adjacent properties along the North Walton Corridor are generally zoned C2 with low density residential neighborhoods to the east and west of Walton Blvd. In addition to the rezone request, Newell Development is requesting an amendment to the Future Land Use map to designate this parcel as Mixed-Use Residential as the zoning description “Development in this district should be designed with an urban, walkable character that encourages physical activity, alternative transportation and greater social interaction to benefit the health and wellbeing of residents” is in line with the vision for this future development.

Use: While the project is still in the very early stages of planning, the vision is to create a mixed-use development that provides an opportunity for business and community use and interaction while also promoting alternative transportation with its proximity to the Coler Bike Preserve, Slaughter Pen Trails and the Razorback Greenway which also aligns with the North Walton Enhancement Plan.

Traffic: As planning progresses, project engineers will work with City staff and within the Bentonville Development Code to ensure traffic mitigation requirements are met for this project.

Signage: None proposed at this time.

Appearance: Pulling from the N. Walton Enhancement Plan, this project will seek to “Create an inviting streetscape with enhanced landscaping and updated architecture”. During initial studies, this image of the outdoor space at the co-op in Fayetteville has been used to fuel planning discussions. Final design will in line with the Bentonville Development Design Standards.



Water/ Sewer/ Electric: On-Site

Mixed-Use Commercial

Future Land Use Plan Category Description

Res. No. 10-23-18A

Description

Mixed-use commercial areas include uses that provide goods and services to nearby residents. Local retail, day-to-day services, and small offices are appropriate in these areas. Vertical mixed-use developments are encouraged in mixed-use commercial areas, with upper floors including offices, services, or residential uses. Parking may be more prominent in these areas than in Downtown commercial areas, but should be sited and designed to not be detrimental to the character of the area.



Disclaimer: FOR INFORMATIONAL PURPOSES ONLY.

In cases of discrepancy between the information presented here and a city ordinance, the city ordinance will prevail.

C-3, Mixed-Use Commercial



The C-3 District is established for areas outside of downtown to provide an opportunity for people to live, work, meet, shop and utilize services within the vicinity of their residences. The C-3 district allows for a mix of neighborhood commercial and personal services, offices and medium density residential uses. Development in this district should be designed with an urban, walkable character that encourages physical activity, alternative transportation and greater social interaction to benefit the health and wellbeing of residents.

Maximum Height Allowed: 60 feet

Height Exception: Any structure exceeding the listed maximum height shall be set back an additional 1 foot for each foot in excess of the maximum height allowed for that district.

Lot and Area Standards:

District	Building type	Min. lot area (sq. ft.)	Min. land area / dwelling unit (sq. ft.)	Lot width		Max. lot coverage	
				Min. lot width	Max. lot width	Interior lot	Exterior lot
C-3	All	None	-	-	-	100%	100%

Minimum Setback Standards:

District	Front		Side		Rear	
	Parking in front	No parking in front	Adjacent to non-residential district	Adjacent to residential district	Adjacent to non-residential district	Adjacent to residential district
C-3	0'	0'	0'	10'	0'	0'

Sidewalk Setback: No building in the C-3 district, regardless of the location of the lot lines of the property on which it is to be built, shall be built closer than 8 ft. from the back of the curb line of any public street abutting the property on which the building is located. This spacing shall be maintained in order to provide adequate space for the required sidewalk to be built along that street frontage.

Canopy Standards: Canopies may project over the street right-of-way if they terminate no less than 2 ft. horizontally from the outside edge of the street curb and are no less than 8 ft. above the surface of a new or existing sidewalk.

Disclaimer: FOR INFORMATIONAL PURPOSES ONLY.

In cases of discrepancy between the information presented here and a city ordinance, the city ordinance will prevail.

C-3, Mixed-Use Commercial

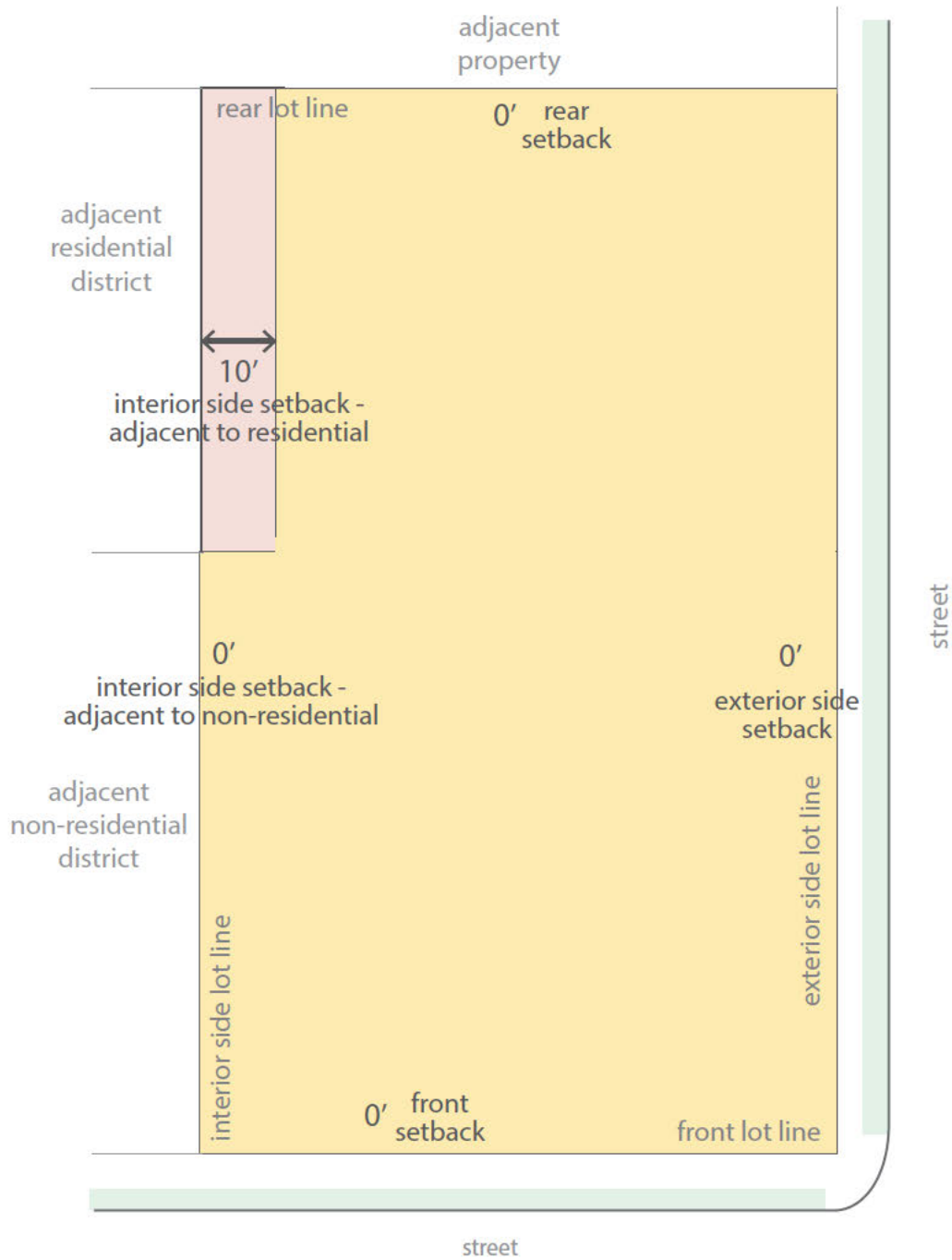
ALLOWED BY RIGHT	CONDITIONAL	ACCESSORY
Agriculture and Animals Animal - domestic or household Community garden Urban farm Residential Dwelling - condominium Dwelling - multi-family Home occupation - type b Residential facility - rehabilitation Recreation, Education & Assembly Aquarium Community center Commercial recreation facility - indoor Cultural studio Library Museum Park – mini, neighborhood Services Adult day care ATM machine Auction house Child care – licensed center Child care – registered family home (5 children) Child care – licensed family home (6-16 children) Copy facilities Financial institution Funeral home Governmental services facility Lodging - hotel / motel Medical services - doctor office Office Personal services Postal services Repair services - household Retail Artisan shop Bakery Bar, lounge or tavern Gas station Outdoor vending - private property Packaged sale of beer and/or light wine Packaged sale of beer, light wine and/or spirits Restaurant Restaurant, drive-in Restaurant, drive through Retail Sidewalk café in public right-of-way Transportation / Utilities Broadcasting studio	Agriculture and Animals Animal clinic Botanical garden Greenhouse Residential Dwelling - modular Dwelling - townhouse or rowhouse Dwelling - two-family Recreation, Education & Assembly Arena / Auditorium Commercial recreation facility - outdoor Educational facility Event center Golf course Outdoor music venue Religious facilities Services Cemetery or mausoleum Lodging - bed & breakfast Medical services - hospital Public safety services Retail Convenience store that sells beer and/or light wine for off-site consumption within 500 ft. of a city owned park or trail Convenience store that sells beer, light wine/and or spirits for off-site consumption within 500 ft. of a city owned park or trail Outdoor vendor park Transportation / Utilities Parking facility (as principle use) Transportation facilities excluding airports Utility facility Wireless communication facility (cell towers) Other Temporary uses	Residential Dwelling - accessory Home occupation - type a Transportation / Utilities Solar energy system Wind energy system, small Other Building, accessory - nonresidential Donation box

Disclaimer: FOR INFORMATIONAL PURPOSES ONLY.

In cases of discrepancy between the information presented here and a city ordinance, the city ordinance will prevail.

C-3, Mixed- Use Commercial

Setback Illustration



RESOLUTION NO. _____

**A RESOLUTION ADOPTING REVISIONS TO THE FUTURE LAND USE
MAP OF THE CITY OF BENTONVILLE TO CHANGE REAL ESTATE
FROM ITS PRESENT LAND USE CLASSIFICATION OF COMMERCIAL
TO MIXED-USE.**

WHEREAS, Richard and Catherine Grubbs duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present land use classification of Commercial to Mixed-Use on the City of Bentonville Future Land Use Map, which property is described as follows:

PART OF THE SW L/4 OF THE SW L/4 OF SECTION 30, TOWNSHIP 20 NORTH, RANGE 30 WEST, DESCRIBED AS BEGINNING 107 FEET EAST AND 207.88 FEET SOUTH OF THE NW CORNER OF SAID SW L/4 OF THE SW L/4; THENCE EAST 200 FEET; THENCE SOUTH 142.57 FEET; THENCE WEST 200 FEET; THENCE NORTH 142.57 FEET TO THE POINT OF BEGINNING. SUBJECT TO WALTON BLVD. (HIGHWAY 71B) ALONG THE WEST SIDE. ALSO BEING DESCRIBED ON PLAT OF SURVEY BY DERRICK L. THOMAS, RPLS #1642, STATE OF ARKANSAS, OF BATES & ASSOCIATES, INC., DATED DECEMBER 3, 2014 AND DESIGNATED AS DRAWING #14-340 AS FOLLOWS: A PART OF THE SW L/4 OF THE SW L/4 OF SECTION 30, TOWNSHIP 20 NORTH, RANGE 30 WEST, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT AN EXISTING REBAR WHICH IS N89°21'06"E 107.00 FEET AND S00°38'54"E 207.88 FEET FROM THE NW CORNER OF SAID 40 ACRE TRACT AND RUNNING THENCE EAST 199.85 FEET TO AN EXISTING REBAR, THENCE S00°38'54"E 142.57 FEET, THENCE WEST 199.85 FEET, THENCE N00°38'54"W 142.57 FEET TO THE POINT OF BEGINNING. SUBJECT TO THAT PORTION OF HIGHWAY 71B RIGHT-OF-WAY ON THE WEST SIDE OF HEREIN DESCRIBED TRACT AND ALL OTHER EASEMENTS AND RIGHTS-OF-WAY OF RECORD; and,

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held January 4, 2022 in the Council Chambers of the City of Bentonville; and,

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

WHEREAS, the Planning Commission voted to recommend to the City Council that the petition be approved and that said future land use classification as presented on the property be changed.

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 land use classification of Commercial to Mixed-Use on the Future Land Use Map.

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

PASSED AND APPROVED this _____ day of _____, 2022.

APPROVED:

Stephanie Orman, Mayor

ATTEST:

Kirby Romines, City Clerk

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF C-2, GENERAL COMMERCIAL TO C-3, MIXED-USE COMMERCIAL (PROJECT NUMBER: RZ21-0078).

WHEREAS, Richard & Catherine Grubbs 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 C-2, General Commercial to C-3, Mixed-Use Commercial to be used in accordance with city zoning laws and state laws, which property is described as follows:

PART OF THE SW L/4 OF THE SW L/4 OF SECTION 30, TOWNSHIP 20 NORTH, RANGE 30 WEST, DESCRIBED AS BEGINNING 107 FEET EAST AND 207.88 FEET SOUTH OF THE NW CORNER OF SAID SW L/4 OF THE SW L/4; THENCE EAST 200 FEET; THENCE SOUTH 142.57 FEET; THENCE WEST 200 FEET; THENCE NORTH 142.57 FEET TO THE POINT OF BEGINNING. SUBJECT TO WALTON BLVD. (HIGHWAY 71B) ALONG THE WEST SIDE. ALSO BEING DESCRIBED ON PLAT OF SURVEY BY DERRICK L. THOMAS, RPLS #S1642, STATE OF ARKANSAS, OF BATES & ASSOCIATES, INC., DATED DECEMBER 3, 2014 AND DESIGNATED AS DRAWING #14-340 AS FOLLOWS:

A PART OF THE SW L/4 OF THE SW L/4 OF SECTION 30, TOWNSHIP 20 NORTH, RANGE 30 WEST, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT AN EXISTING REBAR WHICH IS N89°21'06"E 107.00 FEET AND S00°38'54"E 207.88 FEET FROM THE NW CORNER OF SAID 40 ACRE TRACT AND RUNNING THENCE EAST 199.85 FEET TO AN EXISTING REBAR, THENCE S00°38'54"E 142.57 FEET, THENCE WEST 199.85 FEET, THENCE N00°38'54"W 142.57 FEET TO THE POINT OF BEGINNING. SUBJECT TO THAT PORTION OF HIGHWAY 71B RIGHT-OF-WAY ON THE WEST SIDE OF HEREIN DESCRIBED TRACT AND ALL OTHER EASEMENTS AND RIGHTS-OF-WAY OF RECORD; and,

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held January 4, 2022 in the Council Chambers of the City of Bentonville; and,

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

WHEREAS, the Planning Commission voted to recommend to the City Council that the petition be approved and that said property be rezoned from its present classification of C-2, General Commercial to C-3, Mixed-Use 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 C-2, General Commercial to C-3, Mixed-Use Commercial to be used in accordance with the city zoning laws and state laws.

PASSED AND APPROVED this_____ day of _____, 2022.

APPROVED:

ATTEST:

Stephanie Orman, Mayor

Kirby Romines, City Clerk

FUTURE LAND USE MAP AMENDMENT & REZONING STAFF REPORT



Tony Gagliardo and Leah

A. Gagliardo

303 SW 4th Street

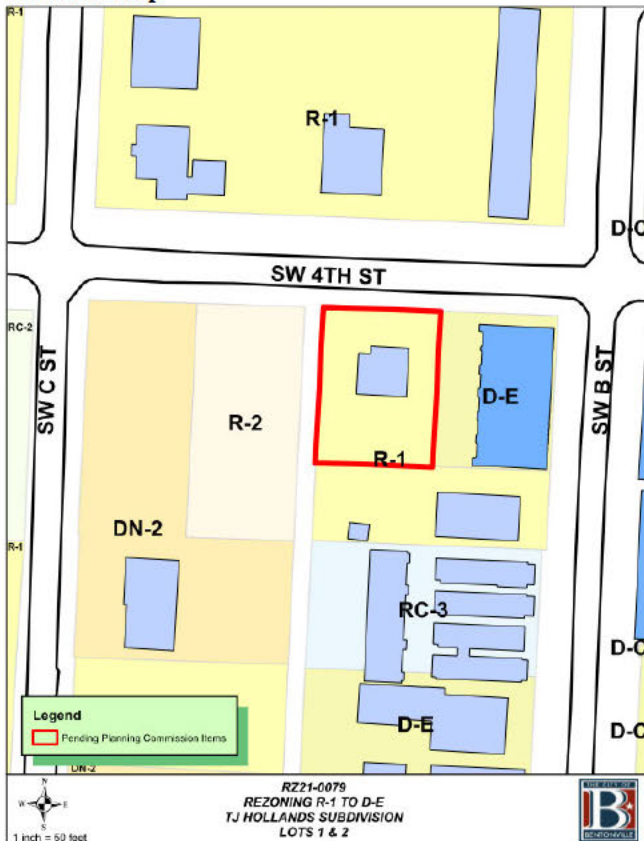
PC Date: 1/4/2022

Reviewer: Elizabeth Johnson, Senior Planner, AICP

Project Number	RZ21-0079
Applicant / Current Owner	Tony Gagliardo and Leah A. Gagliardo
Site Area	+/- 0.17 acres
Current Zoning	R-1, Low Density Single Family Residential
Requested Zoning	DE, Downtown Edge
Future Land Use Map Designation	Medium-Density Residential (MDR)
Requested Future Land Use Map Designation	Downtown Commercial (DC)

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

Location Map



Property Description

This property is located at 303 SW 4th Street. The property is surrounded by R-1, Low Density Single Family Residential to the north and south, DE, Downtown Edge to the east, and R-2, Medium Density Two Family and Townhome to the west.

Relationship to the Bentonville Community Plan

The Future Land Use Plan currently depicts this property as Medium Density Residential. The applicant requests a change in the Future Land Use Plan to Downtown Commercial. These areas include traditional mixed-use developments with a focus on design character and pedestrian access. Ground-floor uses should include activities that capitalize on pedestrian traffic and support street life, such as restaurants, retail, and services that create frequent patron traffic. Upper-floor uses could include offices, services not reliant on ground-floor visibility, and residential units. Parking could be provided in Downtown Commercial areas, but only where it is not detrimental to the character of the area and is secondary to a primary use.

The property is located within Priority Area 1, Downtown Intensification, as identified in Chapter 4 of the Bentonville Community Plan. This area highlights reinvestment in urban neighborhoods in and around downtown Bentonville (pg. 44).

Public Comment

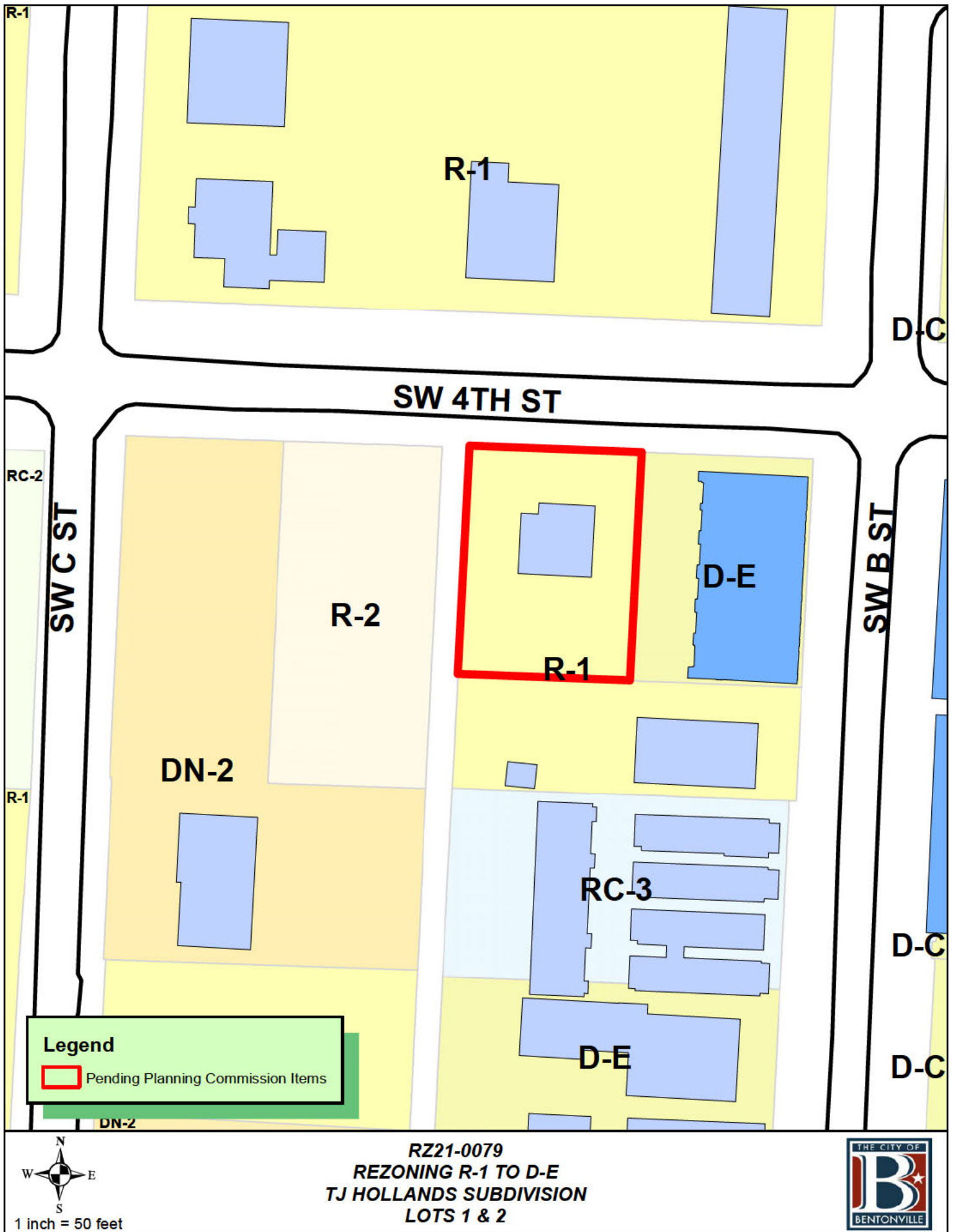
At the time of writing this staff report, staff has not received public comment on this item.

Analysis

The DE district is established to create an area of transition between the Downtown Core with its retail emphasis and the lower-density residential neighborhoods on the outskirts of downtown. This is the area of downtown with the greatest potential for infill and redevelopment. The physical form of structures begins to shift from commercial to residential character with flexibility in use, taking on a more service-oriented character for surrounding neighborhoods. The horizontal and vertical mixed-use allows retail, commercial, office, and residential uses on all floors. Live/work housing, personal services, and small offices are strongly evident in this district. Buildings are spaced closely but are separated by setbacks.

Conclusion

This rezoning request is consistent and compatible with existing land use patterns. Staff recommends approval of the Future Land Use Map amendment and the rezoning request.



303 SW 4th Street

Current Zoning Designation: R1- Single Family Residential

Proposed Zoning Designation: DE – Downtown Edge

Explanation: Tony and Leah Gagliardo propose to rezone property located at 303 SW 4th Street (Parcel 01-03133-000) from R1 to DE in order to develop a real estate project within the guidelines of the DE development guidelines.

Reason to Rezone: The rezone from R1 to DE would allow for the development of possible Multi Family project on the .17 Acre Lot. Currently the property is zoned R1 and serves single family dwelling.

Statement of how the property will relate to surrounding properties: The residential development proposed for this property will fit in form and scale with design standards outlined by the City of Bentonville DE building standards. Surrounding properties are zoned R-2, DN-2, R-1, and immediate adjacent to the east is DE

Use: This residential development would conform to the “Land Use Plan” published by the city of Bentonville as well it will contribute to Priority Area 1 -Downtown Intensification- of the City Council adopted *Bentonville Community Plan* and offer additional housing options to accommodate Bentonville’s current and anticipated population growth in the coming years.

Traffic: The additional units should not impact current traffic patterns on the existing infrastructure and could potentially encourage more pedestrian and cycling activity with its proximity to Downtown Bentonville and the multiple trail systems.

Signage: None proposed at this time.

Appearance: Modern design standards, similar to other neighboring properties

Water/ Sewer/ Electric: On-Site

Land Use Request: I am requesting that the future land use map be changed to Downtown Commercial to support this rezone to DE.

Downtown Commercial

Future Land Use Plan Category Description

Res. No. 10-23-18A

Description

Downtown commercial areas include traditional mixed-use developments with a focus on design character and pedestrian access. Ground-floor uses should include activities that capitalize on pedestrian traffic and support street life, such as restaurants, retail, and services that create frequent patron traffic. Upper-floor uses could include offices, services not reliant on ground-floor visibility, and residential units. Parking could be provided in Downtown commercial areas, but only where it is not detrimental to the character of the area and is secondary to an active use.



Disclaimer: FOR INFORMATIONAL PURPOSES ONLY.

In cases of discrepancy between the information presented here and a city ordinance, the city ordinance will prevail.

DE, Downtown Edge



The Downtown Edge creates an area of transition between the Downtown Core with its retail emphasis and the lower density residential neighborhoods on the outskirts of downtown. This is the area of downtown with the greatest potential for infill and redevelopment. The physical form of structures begins to shift from commercial to residential character with flexibility in use, taking on a more service-oriented character for surrounding neighborhoods. The horizontal and vertical mixed use allows retail, commercial, office and residential uses on all floors. Live/work housing, personal services and small offices are strongly evident in this district. Buildings are spaced closely, but are separated by setbacks.

Primary and Secondary Streets: Developments that face **primary streets** have specific regulations pertaining to the relationship between the building and the street. The designated **primary streets** in the downtown districts are: Central Avenue, SW A Street, SW 8th Street, and S. Main Street. All other streets in the downtown districts shall be considered **secondary streets**.

Minimum Height Required: No minimum

Maximum Height Allowed: 50 feet

Lot and Area Standards:

District	Building type	Lot area		Min. land area /dwelling unit (sq. ft.)	Lot width		Min. lot depth	Lot coverage	
		Min.	Max.		Min. lot width	Max. lot width		Min.	Max.
DE	All	None	None	-	None	None	-	None	80%

Setback Standards:

District	Building type	Front Yard		Side Yard		Rear			
		Min.	Max.	Min.	Max.	Adjacent to Residential		Adjacent to Non-residential	
						Min.	Max.	Min.	Max.
DE	Residential	-	20'	7'	-	12'	-	7'	-
	Nonresidential	-	0'	7'	-	12'	-	7'	-

Encroachment Standards:

District	Min. height clearance	Min. setback adjacent to an arterial or collector street	Min. setback adjacent to a downtown residential street
DE	8'	4'	6'

Applied to encroachments such as canopies awnings and balconies.

Disclaimer: FOR INFORMATIONAL PURPOSES ONLY.

In cases of discrepancy between the information presented here and a city ordinance, the city ordinance will prevail.

DE, Downtown Edge

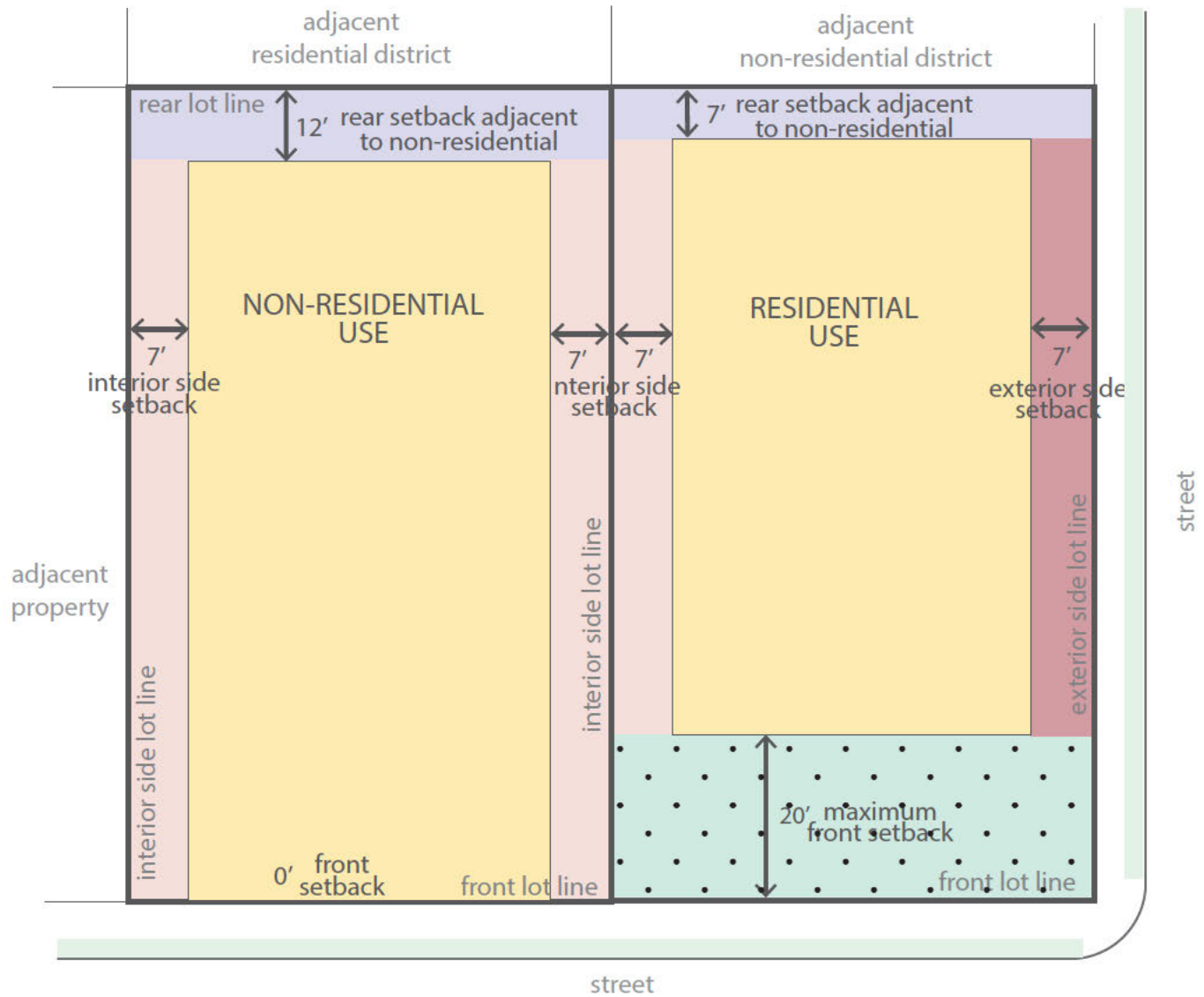
ALLOWED BY RIGHT	CONDITIONAL	ACCESSORY
Agriculture and Animals Animal - domestic or household Chicken - hobby Community Garden Greenhouse Plant nursery Residential Dwelling - condominium Dwelling - modular Dwelling - multi-family Dwelling - single family Dwelling - townhouse or rowhouse Dwelling - two family Recreation, Education & Public Assembly Commercial recreation facility - indoor Commercial recreation facility - outdoor Community Center Cultural studio Library Park - mini Park - neighborhood Services Adult day care ATM machine Cemetery or mausoleum Child care – licensed center Child care – registered family home (5 children) Child care – licensed family home (6-16 children) Copy facilities Financial institution Governmental services facility Maintenance service Medical services - doctor office Medical services - laboratory Medical services - urgent care clinic Office Personal services Postal services Repair services - household Retail Artisan shop Bakery Mobile food vendor Outdoor vending - private property Outdoor vending - public right-of-way Retail Sidewalk café in public right-of-way	Agriculture and Animals Animal clinic Urban farm Residential Home occupation - type b Recreation, Education & Assembly Aquarium Arena / auditorium Conference / convention center Educational facility Event center Museum Religious facilities Services Lodging - bed & breakfast Lodging - hotel / motel Office/warehouse Public safety services Retail Bar, lounge or tavern Restaurant Transportation / Utilities Parking facility (as principal use) Utility facility Wireless communication facility (cell tower) Other Temporary uses	Residential Dwelling - accessory Home occupation - type a Transportation / Utilities Solar energy system Wind energy system, small Other Building, accessory – nonresidential Donation box

Disclaimer: FOR INFORMATIONAL PURPOSES ONLY.

In cases of discrepancy between the information presented here and a city ordinance, the city ordinance will prevail.

DE, Downtown Edge

Setback Illustration



NOTICE OF INTENT TO REZONE

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

R-1

to D-E

The legal description of the property is as follows: 303 SW 4th STREET, BENTONVILLE, AR 72712
PARCEL ID - 01-03133-000

75 FEET SQUARELY OFF THE WEST SIDE OF LOTS 1 AND 2 IN BLOCK 2, HOLLANDS ADDITION, TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN BY THE RECORDED PLAT THEREOF.

The common description of the property is: 303 SW 4th STREET, BENTONVILLE, AR 72712

The public hearing will be held JAN 4, 2022 at 4:00 p.m. It will be held at 305 S.W. "A" Street.

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

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

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

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

- ☐ I / we have no objections to the rezoning.
☒ I / we object to the rezoning because:

This area has been established as single-unit residential and should stay that way. There are plenty of lots on Central and roads bordering Central for D-E zoned development. I would not have bought the house next door if D-E development was on the lot at 207 SW 4th St.

Bentonville, AR
72712

RESOLUTION NO. _____

**A RESOLUTION ADOPTING REVISIONS TO THE FUTURE LAND USE
MAP OF THE CITY OF BENTONVILLE TO CHANGE REAL ESTATE
FROM ITS PRESENT LAND USE CLASSIFICATION OF MEDIUM
DENSITY RESIDENTIAL TO DOWNTOWN COMMERCIAL.**

WHEREAS, Tony and Leah A. Gagliardo duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present land use classification of Medium Density Residential to Downtown Commercial on the City of Bentonville Future Land Use Map, which property is described as follows:

Parcel ID – 01-03133-00075 Feed Squarely off the West Side of Lots 1 and 2 in Block 2, Hollands Addition, to the City of Bentonville, Benton County, Arkansas, as shown by the recorded plat thereof; and,

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held January 4, 2022 in the Council Chambers of the City of Bentonville; and,

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

WHEREAS, the Planning Commission voted to recommend to the City Council that the petition be approved and that said future land use classification as presented on the property be changed.

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 land use classification of Medium Density Residential to Downtown Commercial on the Future Land Use Map.

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

PASSED AND APPROVED this _____ day of _____, 2022.

APPROVED:

Stephanie Orman, Mayor

ATTEST:

Kirby Romines, City Clerk

ORDINANCE NO. _____

**AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS,
FROM ITS PRESENT ZONING CLASSIFICATION OF R-1, LOW DENSITY SINGLE FAMILY
RESIDENTIAL TO DE, DOWNTOWN EDGE (PROJECT NUMBER: RZ21-0079).**

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

PARCEL ID – 01-03133-000 75 FEED SQUARELY OFF THE WEST SIDE OF LOTS 1 AND 2 IN
BLOCK 2, HOLLANDS ADDITION, TO THE CITY OF BENTONVILLE, BENTON COUNTY,
ARKANSAS, AS SHOWN BY THE RECORDED PLAT THEREOF.; AND,

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held January 4, 2022 in the Council Chambers of the City of Bentonville; and,

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

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

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

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

PASSED AND APPROVED this _____ day of _____, 2022.

APPROVED:

ATTEST:

Stephanie Orman, Mayor

Kirby Romines, City Clerk

FUTURE LAND USE MAP AMENDMENT & REZONING STAFF REPORT



Patton

East Centerton Boulevard

PC Date: 1/4/2022

Reviewer: Jon Stanley, Senior Planner, ALSA, APA

Project Number	RZ21-0083
Applicant / Current Owner	Patton Family Revocable Trust-James M & Brenda D
Site Area	+/- 0.75 acres
Current Zoning	A-1, Agricultural
Requested Zoning	C-1, Neighborhood Commercial
Future Land Use Map Designation	Residential Estate (RE)
Requested Future Land Use Map Designation	General Commercial (C)

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

Location Map



Property Description

This property is located along East Centerton Boulevard, east of the existing KFC restaurant and the intersection of Tater Black road and East Centerton Boulevard. Adjacent zonings are R-1, Low Density Single-Family

Residential to the north, A-1, Agricultural to the east, C-2 to the west, and City of Centerton to the south.

Relationship to the Bentonville Community Plan

The Future Land Use Plan currently depicts this property as Residential Estate. The applicant is requesting a change in the Future Land Use Plan to General Commercial. These areas 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, services, and offices. Vertical mixed-use developments are encouraged but are not as high a priority as in mixed-use or downtown commercial areas. General commercial uses should balance access between pedestrians and vehicles, though the impacts of parking should be minimized through site design and landscaping.

The property is located within Priority Area 3, Edge Growth, as identified in Chapter 4 of the Bentonville Community Plan. This area focuses on developing in areas proximate to existing infrastructure to capitalize on municipal and private investments that have already taken place.

Public Comment

At the time of writing this staff report, staff has not received public comment on this item.

Analysis

The C-1 District is designed primarily to provide convenience goods and personal services for persons living in the surrounding residential areas while maintaining a character in harmony with residential development. To this end, development in the C-1 District should harmonize in terms of form, bulk, height, materials, architecture, and overall design with surrounding residential areas. Signage and lighting should be subdued while landscaping and open space should be maximized. Parking areas should be as inconspicuous as possible as should loading and trash collection areas.

This request is not consistent with the Future Land Use Plan, however, it is consistent with surrounding zoning districts as there is an existing C-2 on the lot immediately adjacent to the west and other commercial uses in the vicinity and along the arterial road that borders the property to the south.

Conclusion

This rezoning request is consistent and compatible with existing land use patterns. Staff recommends approval of the Future Land Use Map amendment and the rezoning request.



Legend

 Pending Planning Commission Items



1 inch = 150 feet

RZ21-0083
REZONING A-1 TO C-1
KFC SUBDIVISION



Rezone Narrative

Owner: Patton Family Revocable Trust, James and Brenda Patton
Address: Parcel# 01-18947-000 – E. Centerton Blvd.

Current Zoning: A-1, Agricultural

Proposed Zoning: C-1, Neighborhood Commercial

Owner: Patton Family Revocable Trust, James and Brenda Patton

Reason for rezone: To create commercial restaurant.

How will property relate to surrounding properties: The current surrounding properties include KFC restaurant to the West, Single Family Homes to the North, and Agricultural to the East. Surrounding zoning within a one-block radius includes A-1 Agricultural, C-2 General Commercial, R-O Residential Office, R-1 Low Density Single Family Residential.

Proposed Use: Fast Food Restaurant

Traffic: The current city infrastructure is adequate to accommodate the use. No significant impact is expected to traffic.

Signage: Any signage to comply with city ordinances and regulations.

Appearance: Commercial building to blend with surrounding commercial properties.

Water and Sewer Availability: 8" Water line along South side of property and 8" Sewer line at the Northwest corner of site are available to serve the property.

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:

[REDACTED]

Jane Winslow

At
12/12

RESOLUTION NO. _____

**A RESOLUTION ADOPTING REVISIONS TO THE FUTURE LAND USE
MAP OF THE CITY OF BENTONVILLE TO CHANGE REAL ESTATE
FROM ITS PRESENT LAND USE CLASSIFICATION OF RESIDENTIAL
ESTATES TO COMMERCIAL.**

WHEREAS, Patton Family Revocable Trust-James M. & Brenda D. duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present land use classification of Residential Estates to Commercial on the City of Bentonville Future Land Use Map, which property is described as follows:

BEING A PART OF LOT 2, KFC SUBDIVISION AS RECORDED AT PLAT INSTRUMENT L202045637, SAME BEING A PART OF THE SOUTHWEST QUARTER (SW ¼) OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION 35, TOWNSHIP 20 NORTH, RANGE 31 WEST, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SW CORNER OF SAID SW1/4 OF THE SW1/4 OF SECTION 35; THENCE NORTH ALONG THE WEST LINE THEREOF, NORTH 02°16'17"E 66.00 FEET TO A POINT IN THE NORTH RIGHT-OF-WAY OF E. CENTERTON BLVD./AR HWY 102, SAME BEING THE SOUTHWEST CORNER OF LOT 1, KFC SUBDIVISION AS RECORDED AT PLAT INSTRUMENT L202045637; THENCE ALONG SAID NORTH RIGHT-OF-WAY AND THE SOUTH LINE OF SAID LOT 1, SOUTH 87°23'26" EAST 168.99 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1 FOR THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTH RIGHT-OF-WAY AND ALONG THE EAST LINE OF SAID LOT 1, NORTH 02°45'18" EAST 216.32 FEET TO A FOUND 1/2" REBAR W/ CAP "LS1826" AT THE NORTHEAST CORNER OF SAID LOT 1, SAME BEING A POINT IN THE SOUTH LINE OF CARRIAGE SQUARE SUBDIVISION AS RECORDED AT PLAT BOOK P4, PAGE 889; THENCE ALONG THE SOUTH LINE OF SAID CARRIAGE SQUARE SUBDIVISION, SOUTH 87°14'46" EAST 151.99 FEET TO A SET 5/8" REBAR WCAP AR1002; THENCE DEPARTING SAID SOUTH LINE OF CARRIAGE SQUARE SUBDIVISION, SOUTH 02°45'18" WEST 215.93 FEET TO A SET 5/8" REBAR W/CAP AR1002 IN THE AFOREMENTIONED NORTH RIGHT-OF-WAY OF E. CENTERTON BLVD./AR HWY 102; THENCE ALONG SAID NORTH RIGHT-OF-WAY, NORTH 87°23'26" WEST 151.99 FEET TO THE POINT OF BEGINNING, CONTAINING 32,850 SQUARE FEET OR 0.75 ACRES, MORE OR LESS. SUBJECT

TO ANY RESTRICTIONS, COVENANTS, EASEMENTS, AND RIGHTS-OF-WAY 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 January 4, 2022 in the Council Chambers of the City of Bentonville;
and,

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

WHEREAS, the Planning Commission voted to recommend to the City Council that the petition
be approved and that said future land use classification as presented on the property be changed.

**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 land use
classification of Residential Estates to Commercial on the Future Land Use Map.

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

PASSED AND APPROVED this _____ day of _____, 2022.

APPROVED:

Stephanie Orman, Mayor

ATTEST:

Kirby ARomines, City Clerk

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF A-1, AGRICULTURAL TO C-1, NEIGHBORHOOD COMMERCIAL (PROJECT NUMBER: RZ21-0083).

WHEREAS, Patton Family Revocable Trust, James and Brenda Patton 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-1, Neighborhood Commercial to be used in accordance with city zoning laws and state laws, which property is described as follows:

BEING A PART OF LOT 2, KFC SUBDIVISION AS RECORDED AT PLAT INSTRUMENT L202045637, SAME BEING A PART OF THE SOUTHWEST QUARTER (SW ¼) OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION 35, TOWNSHIP 20 NORTH, RANGE 31 WEST, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SW CORNER OF SAID SW1/4 OF THE SW1/4 OF SECTION 35; THENCE NORTH ALONG THE WEST LINE THEREOF, NORTH 02°16'17"E 66.00 FEET TO A POINT IN THE NORTH RIGHT-OF-WAY OF E. CENTERTON BLVD./AR HWY 102, SAME BEING THE SOUTHWEST CORNER OF LOT 1, KFC SUBDIVISION AS RECORDED AT PLAT INSTRUMENT L202045637; THENCE ALONG SAID NORTH RIGHT-OF-WAY AND THE SOUTH LINE OF SAID LOT 1, SOUTH 87°23'26" EAST 168.99 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1 FOR THE POINT OF BEGINNING;

THENCE DEPARTING SAID NORTH RIGHT-OF-WAY AND ALONG THE EAST LINE OF SAID LOT 1, NORTH 02°45'18" EAST 216.32 FEET TO A FOUND 1/2" REBAR W/ CAP "LS1826" AT THE NORTHEAST CORNER OF SAID LOT 1, SAME BEING A POINT IN THE SOUTH LINE OF CARRIAGE SQUARE SUBDIVISION AS RECORDED AT PLAT BOOK P4, PAGE 889; THENCE ALONG THE SOUTH LINE OF SAID CARRIAGE SQUARE SUBDIVISION, SOUTH 87°14'46" EAST 151.99 FEET TO A SET 5/8" REBAR WCAP AR1002; THENCE DEPARTING SAID SOUTH LINE OF CARRIAGE SQUARE SUBDIVISION, SOUTH 02°45'18" WEST 215.93 FEET TO A SET 5/8" REBAR W/CAP AR1002 IN THE AFOREMENTIONED NORTH RIGHT-OF-WAY OF E. CENTERTON BLVD./AR HWY 102; THENCE ALONG SAID NORTH RIGHT-OF-WAY, NORTH 87°23'26" WEST 151.99 FEET TO THE POINT OF BEGINNING, CONTAINING 32,850 SQUARE FEET OR 0.75 ACRES, MORE OR LESS. SUBJECT TO ANY RESTRICTIONS, COVENANTS, EASEMENTS, AND RIGHTS-OF-WAY 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 January 4, 2022 in the Council Chambers of the City of Bentonville; and,

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

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

**PASSED AND APPROVED this _____ day of _____,
2022.**

APPROVED:

ATTEST:

Stephanie Orman, Mayor

Kirby Romines, City Clerk

REZONING STAFF REPORT



Lake and Main Developers, LLC

1061 N Main Street

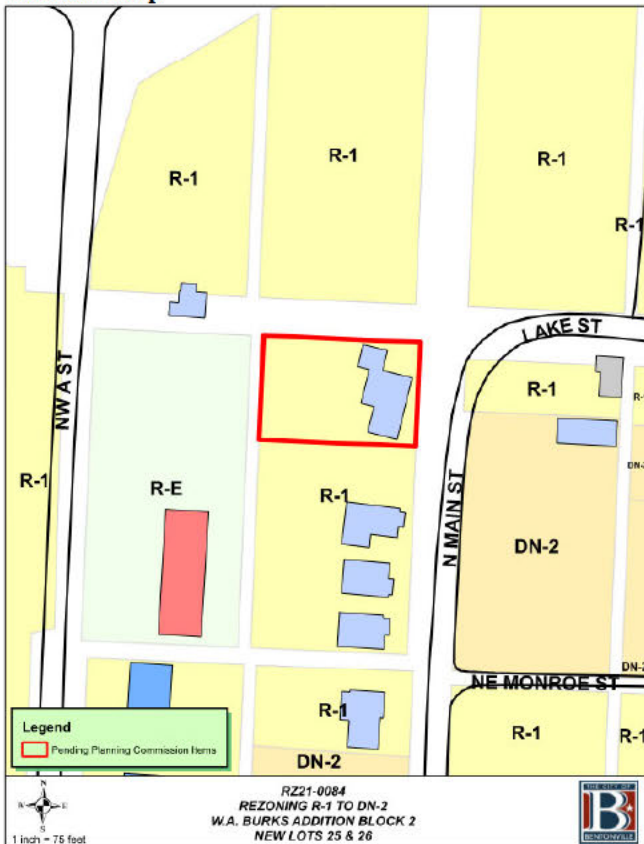
PC Date: 1/4/2022

Reviewer: Elizabeth Johnson, Senior Planner, AICP

Project Number	RZ21-0084
Applicant / Current Owner	Lake and Main Developers, LLC
Site Area	+/- 0.34 acres
Current Zoning	R-1, Low Density Single Family Residential
Requested Zoning	DN-2, Downtown Medium-Density Residential
Future Land Use Map Designation	Medium-Density Residential (MDR)

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

Location Map



Property Description

This property is located at 1061 N Main Street. The property is surrounded by R-1, Low Density Single-Family Residential to the north, east, and south, DN-2, Downtown Medium Density Residential, and R-E, Residential Estate to the west.

Relationship to the Bentonville Community Plan

The Future Land Use Plan currently depicts this property as Medium Density Residential. These areas include townhouse or duplex residential properties with a typical density of 8-12 units per acre. These areas are found both near Downtown and in some recent growth areas. These areas may also include local amenities for residents, including neighborhood parks, places of worship, etc.

The property is located within Priority Area 1, Downtown Intensification, as identified in Chapter 4 of the Bentonville Community Plan. This area highlights reinvestment in urban neighborhoods in and around downtown Bentonville (pg. 44).

Public Comment

At the time of writing this staff report, staff has not received public comment on this item.

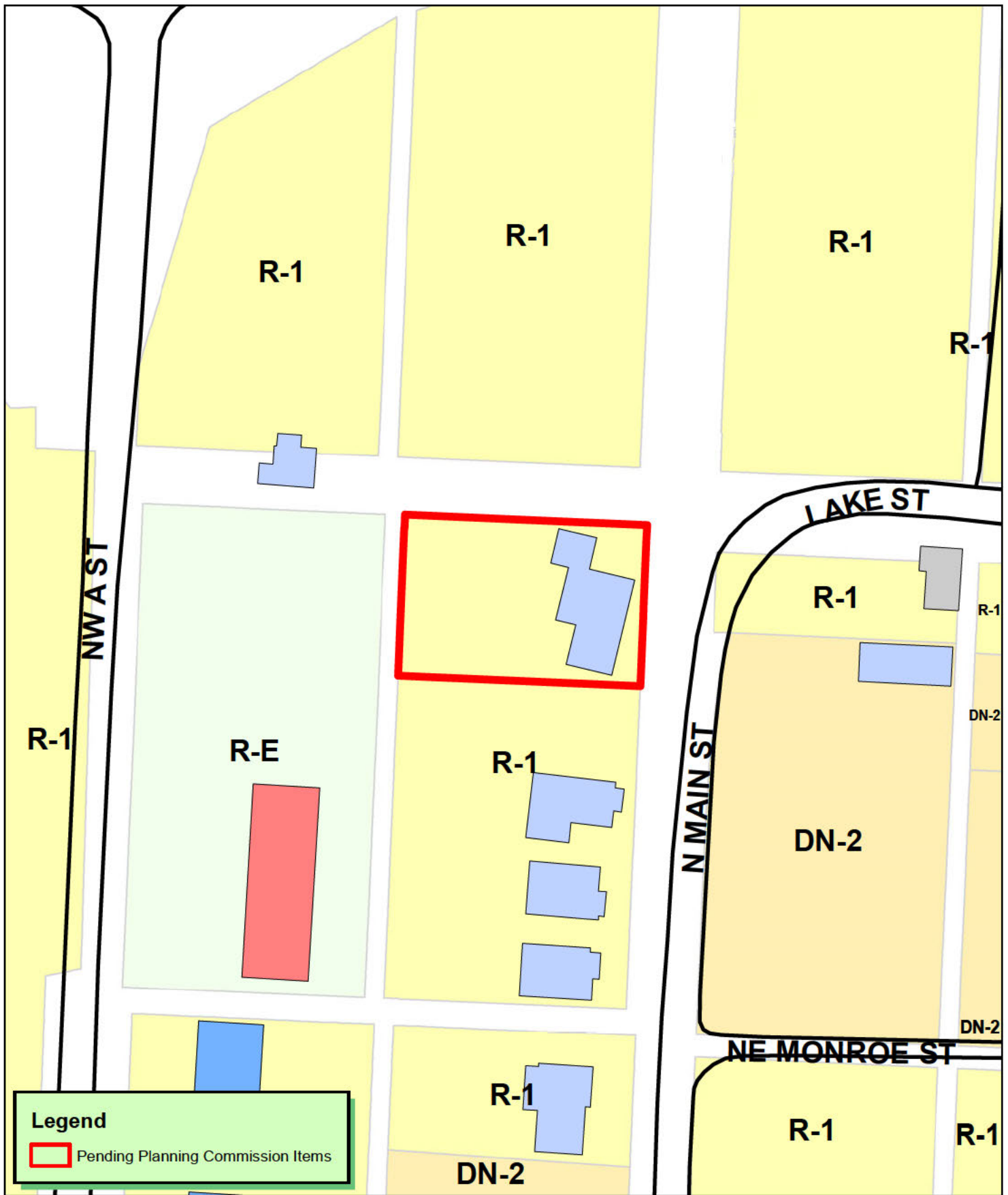
Analysis

The DN-2 district is established to allow for an increased single-family density through small lot widths where alleys and infrastructure support such development, and where small-lot single-family development provides an appropriate transition between large-lot residential areas and those of higher density.

This rezoning request is consistent with the Bentonville Community Plan and the Future Land Use Plan. Additionally, this request is consistent with surrounding land-use patterns as there are existing DN-2 zoning districts in the immediate area.

Conclusion

This rezoning request is consistent with the Future Land Use Plan and is compatible with surrounding land uses. Staff recommends approval of the rezoning request.



1 inch = 75 feet

RZ21-0084
REZONING R-1 TO DN-2
W.A. BURKS ADDITION BLOCK 2
NEW LOTS 25 & 26



The current land use for 1061 North Main Street is R1 Residential and requesting to rezone to DN2 Medium Density Residential. The current owner is Main and Lake Street Partners, LLC and there are not any planned or proposed sales. The zoning request is to allow for increased density, setback allowances, lot width differences.

1061 N Main will relate to the adjacent DN2 properties that have been built around it. There have been numerous properties built around the property that have already been rezoned DN2. It will also relate to the city's allowable land use that has designated the area Downtown Medium Density and has alley and main street access.

The plan is to build 2 single family homes or a single family attached home.

The property is located on N Main Street with access from Main Street and alley access via Park St.

There will not be any signage on the property.

The appearance of the property is a single family which will be torn down due to the condition of the home.

6" Water and sewer are available for access on the east side of the property running along N Main St.

Disclaimer: FOR INFORMATIONAL PURPOSES ONLY.

In cases of discrepancy between the information presented here and a city ordinance, the city ordinance will prevail.

DN-2, Downtown Medium Density Residential



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

Building Types Allowed:

District	Single-family	Two-family	Townhouse		Multi-family		Mixed-use
			Block-end	Mid-block	Block-end	Mid-block	
DN-2	•	•	•				

Maximum Height Allowed:

District	Single-family	Two-family	Townhouse	Multi-family	Mixed-use
DN-2	36 ft.	36 ft.	36 ft.	--	--

Lot and Area Standards:

District	Building type	Min. Lot Area (sq. ft.)	Min. Land Area / Dwelling Unit (sq. ft.)	Lot Width		Max. Lot Coverage	
				Min. Lot	Max. Lot Width	Interior lot	Exterior lot
DN-2	Single-family, alley access	4,000	-	40'	-	50%	55%
	Single-family, no alley access	5,000	-	50'	-	50%	55%
	Single-family attached unit	2,000	-	20'		-	-
	Single-family attached structure, alley access	4,000	-	40'	-	50%	55%
	Single-family attached structure, no alley access	5,000	-	50'	-	50%	55%
	Two-family, alley access	4,000	-	40'	-	50%	55%
	Two-family, no alley access	5,000	-	50'	-	50%	55%
	Townhouse unit	2,000	-	20'	-	-	-
	Townhouse structure	7,500	2,500	75'	-	60%	65%

Minimum Setback Standards:

District	Building type	Front Yard		Side Yard				Rear Yard
				Exterior Side Yard		Interior Side Yard		
		Min.	Max.	Min.	Max.	Detached Yard	Attached Yard	
DN-2	Single-family and Two-family	12'	25'	12'	25'	7'	0'	25'
	Townhouse block-end and all others not listed	12'	25'	12'	25'	10'	0'	25'

Residential Tree Planting:

For newly constructed single and two-family residential structures: 1 shade tree planted in each yard adjacent to roadway and 1 shade tree planted in each right-of-way adjacent to roadway.

Updated 11-09-2021

Disclaimer: FOR INFORMATIONAL PURPOSES ONLY.

In cases of discrepancy between the information presented here and a city ordinance, the city ordinance will prevail.

DN-2, Downtown Medium Density Residential

Garage Setback Standards (generally for DN districts – additional requirements may apply):

Prohibited in front yards. Garages, parking lots or designated parking spaces are prohibited in the front yard and corner side yard.

Attached garages. Garages may be attached to the primary structure. However, if the garage is attached, it must be located and oriented in such a way that it does not protrude from the side façade of the primary building in order to be visible from the public street.

Detached garages. Detached garages shall be located to the rear of the primary structure.

Corner lot. On a corner lot, the garage shall not be located closer than 20' to the corner side lot line in order to allow for outdoor vehicular parking entirely on the lot.

Detached garages. Detached garages must be separated from the primary structure by a minimum of 10'.

Garages with alley access. Garages with alley access must be setback 8' from the alley.

Accessory Structures & Uses: (i.e. garages, storage sheds, separate dwelling units)

	Detached Non-residential	Detached Accessory Dwelling	Attached Accessory Dwelling
% of floor area of primary structure	40%	50%	50%
Maximum footprint	720 sq. ft.	720 sq. ft.	-
Front setback	As required by the district	As required by the district	As required by the district
Side setback	7'	7'	As required by the district
Rear setback	7'	7'	As required by the district

On corner lots: Structure shall not project beyond the building line of the primary structure of existing primary structure on the adjacent lot

Land Uses:

ALLOWED BY RIGHT	CONDITIONAL	ACCESSORY
Residential Dwelling - modular Dwelling - single family Dwelling - townhouse or rowhouse – end block Dwelling - two-family Recreation, Education & Assembly Park - mini Park - neighborhood Services Child care – registered family home (5 children)	Agriculture and Animals Urban farm Residential Home occupation - type b Recreation, Education & Assembly Educational facility Museum Religious facilities Services Adult day care Cemetery or mausoleum Child care – licensed family home (6-16 children) Lodging - bed & breakfast Public safety services Transportation / Utilities Utility facility Wireless communication facility (cell towers) Other Temporary uses	Agriculture and Animals Community garden Residential Dwelling – accessory Home occupation - type a Transportation Utilities Solar energy system Wind energy system, small Other Building, accessory - nonresidential Donation boxes

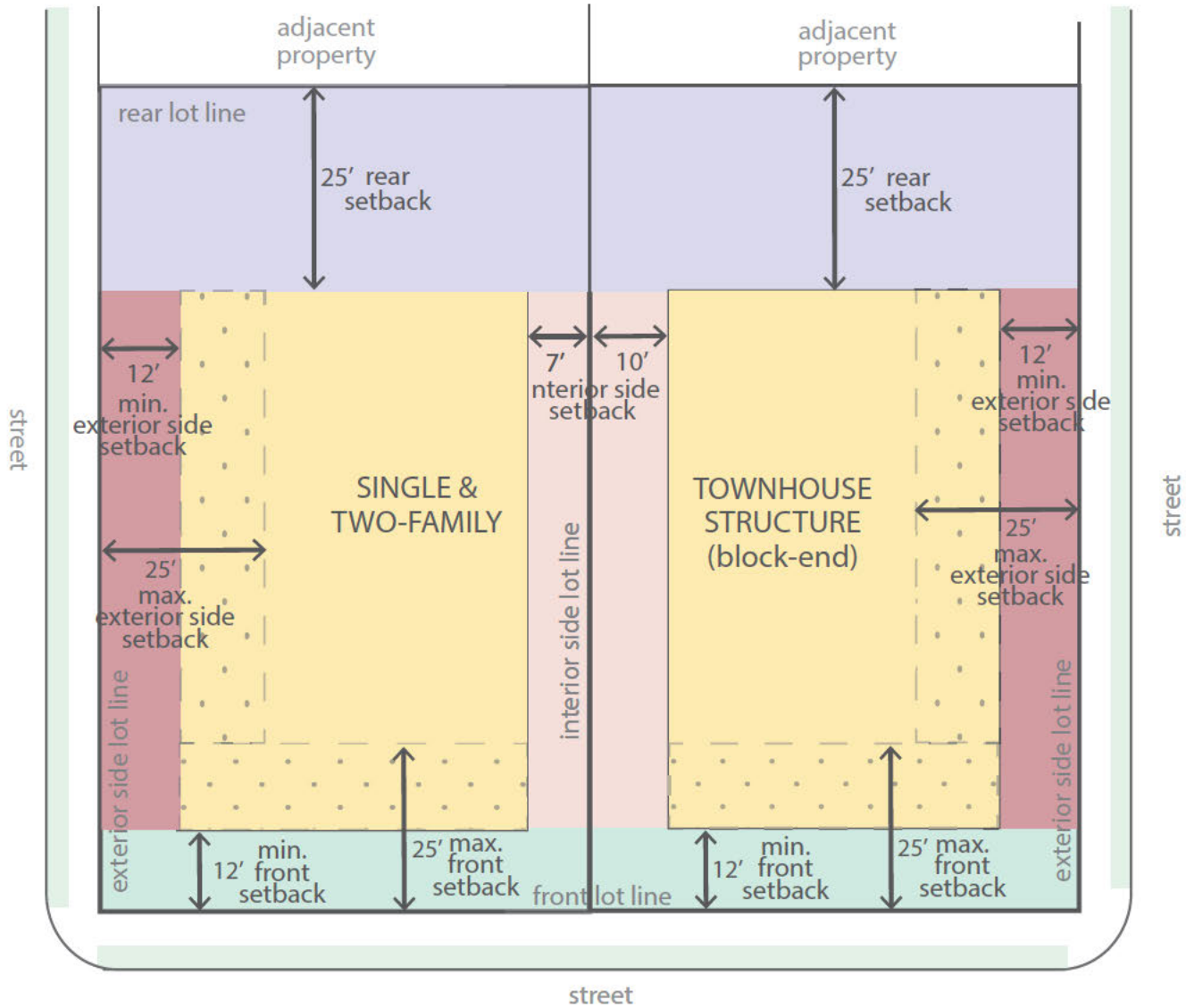
Updated 11-09-2021

Disclaimer: FOR INFORMATIONAL PURPOSES ONLY.

In cases of discrepancy between the information presented here and a city ordinance, the city ordinance will prevail.

DN-2, Downtown Medium Density Residential

Setback Illustration



NOTICE OF INTENT TO REZONE

Main and Lake Developers LLC has requested the Bentonville Planning Commission to set a public hearing date to consider rezoning the following property from

R1 - Single Family Residential _ to _

DN2 - Downtown Medium Density Residential

The legal description of the property is as follows:

PARCEL #01-04524-000
LOTS 23 AND 24, BLOCK 2, W.A. BURK'S ADDITION TO THE CITY OF
BENTONVILLE, BENTON COUNTY, ARKANSAS.

The common description of the property is: 1061 North Main Street, Bentonville, AR

The public hearing will be held __January, 3 at 4:00 p.m. It will be held at 305 S.W. "A" Street.

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

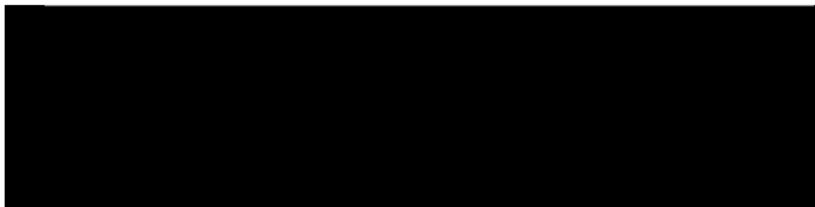
1. Attend the public hearing and express your views.
2. Express your opinion in writing to the Planning Commission. You may mail this or deliver it to the City of Bentonville Planning Department, 305 SW A Street, Bentonville, AR 72712.
3. Use the bottom of this form to express your opinion by checking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

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

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

- ◆ I / we have no objections to the rezoning.
- ◆ I / we object to the rezoning because:

Signature and Physical Address Signature and Physical Address



Bentonville AR 727₈₃12

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL TO DN-2, DOWNTOWN MEDIUM-DENSITY RESIDENTIAL (PROJECT NUMBER: RZ21-0084).

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

LOTS 25 & 26, BLOCK 2, W.A. BURKS ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS; and,

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held January 4, 2022 in the Council Chambers of the City of Bentonville; and,

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

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

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

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

PASSED AND APPROVED this _____ day of _____, 2022.

APPROVED:

ATTEST:

Stephanie Orman, Mayor

Kirby Romines, City Clerk



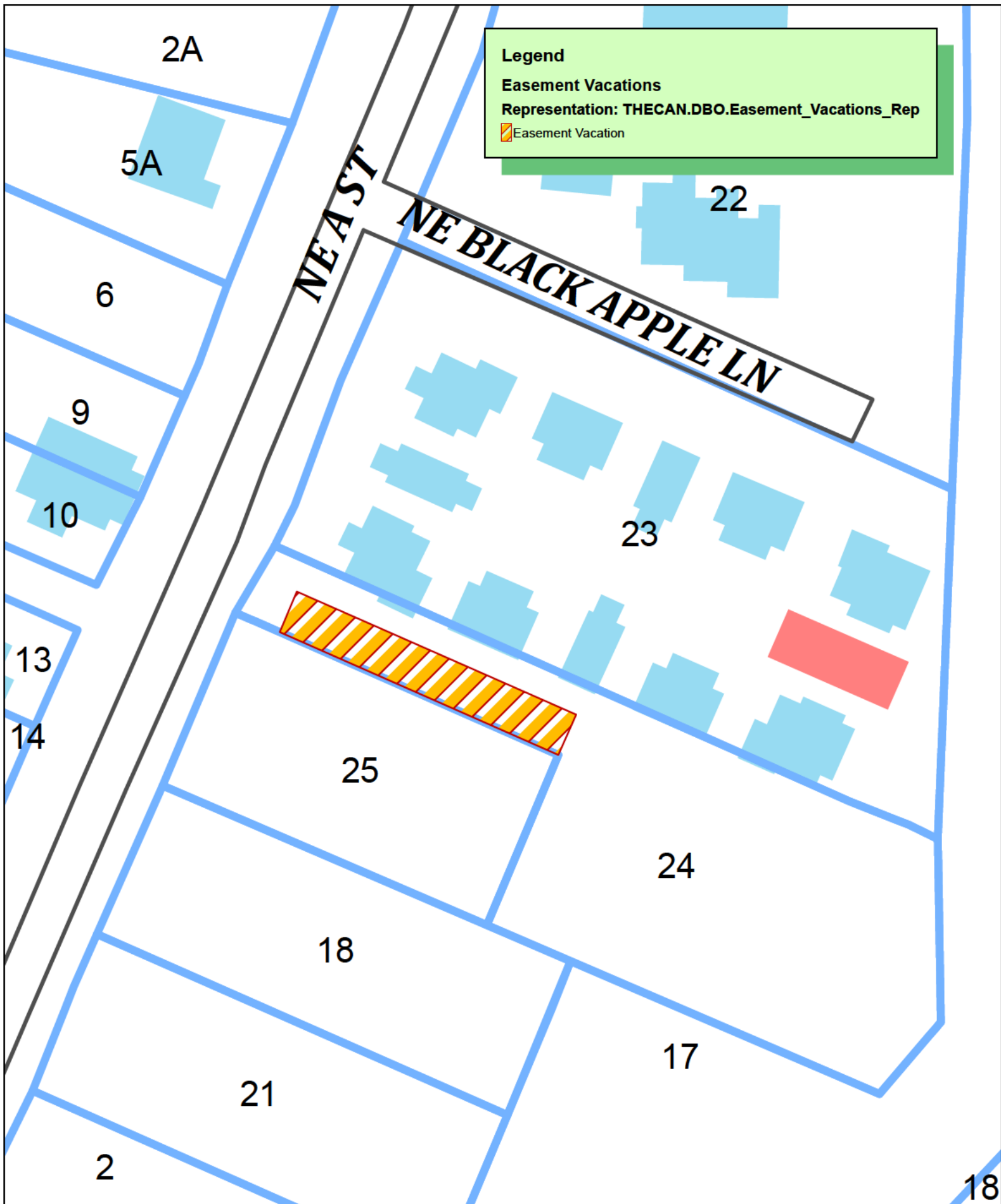
Agenda Item Form

Date of City Council Meeting	1/11/2022
Department	ENGINEERING
Submitted by	TRACY BILLINGS
Phone	(479) 696-0229

Item Type: (Check Applicable Item Type)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☒ Ordinance	☐ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Public Hearing and Ordinance vacating a Utility Easement requested for 806-808 NE A Street (VAC21-0031).					

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





ORDINANCE NO _____

AN ORDINANCE VACATING A UTILITY EASEMENT LOCATED AT LOT 24 & 25, BLOCK 23 OF DEMINGS 2ND ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS, BENTON COUNTY ARKANSAS (VAC21-0031).

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

PART OF LOTS 24 AND 25, BLOCK 23, DEMINGS 2ND ADDITION TO THE CITY OF BENTONVILLE, ACCORDING TO LOT SPLIT FILED AS LAND DOCUMENT L201951023, SEPTEMBER 26, 2019, BENTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 24, BLOCK 23; THENCE BY BEARING AND DISTANCE (BASIS OF BEARING, GRID NORTH), SOUTH 66°11'31" EAST ALONG THE NORTH LINE OF SAID LOT 24 A DISTANCE OF 20.00 FEET TO THE EASTERLY LINE OF AN EXISTING 20' UTILITY EASEMENT; THENCE SOUTH 22°47'32" WEST ALONG SAID EASTERLY LINE A DISTANCE OF 20.91 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID EASTERLY LINE, SOUTH 66°11'31" EAST A DISTANCE OF 138.41; THENCE SOUTH 23°48'29" WEST A DISTANCE OF 20.00 FEET; THENCE NORTH 66°11'31" WEST A DISTANCE OF 138.06 FEET TO A POINT ON SAID EASTERLY LINE OF AN EXISTING 20' UTILITY EASEMENT; THENCE NORTH 22°47'32" EAST ALONG SAID EASTERLY LINE A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

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

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

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

PART OF LOTS 24 AND 25, BLOCK 23, DEMINGS 2ND ADDITION TO THE CITY OF BENTONVILLE, ACCORDING TO LOT SPLIT FILED AS LAND DOCUMENT L201951023, SEPTEMBER 26, 2019, BENTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 24, BLOCK 23; THENCE BY BEARING AND DISTANCE (BASIS OF BEARING, GRID NORTH), SOUTH 66°11'31" EAST ALONG THE NORTH LINE OF SAID LOT 24 A DISTANCE OF 20.00 FEET TO THE EASTERLY LINE OF AN EXISTING 20' UTILITY EASEMENT; THENCE SOUTH 22°47'32" WEST ALONG SAID EASTERLY LINE A DISTANCE OF 20.91 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID EASTERLY LINE, SOUTH 66°11'31" EAST A DISTANCE OF 138.41; THENCE SOUTH 23°48'29" WEST A DISTANCE OF 20.00 FEET; THENCE NORTH 66°11'31" WEST A DISTANCE OF 138.06 FEET TO A POINT ON SAID EASTERLY LINE OF AN EXISTING 20' UTILITY EASEMENT; THENCE NORTH 22°47'32" EAST ALONG SAID EASTERLY LINE A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

Section 2: A copy of this Ordinance, duly certified by the City Clerk, shall be filed in the Office of the Recorder of Benton County, Arkansas and recorded in the deed records of the County.

Section 3: This Ordinance shall take effect and be in force from and after its passage. The above and foregoing Ordinance was passed, approved, and adopted the _____ day of _____, 2022 at a regular meeting of the City Council of the City of Bentonville, Arkansas.

Kirby Romines, City Clerk
Bentonville, Arkansas

Stephanie Orman, Mayor
City of Bentonville, Arkansas



Agenda Item Form

Date of City Council Meeting	1/11/2022
Department	Transportation
Submitted by	Dan Weese
Phone	(479) 254-2024

Item Type: (Check Applicable Item Type)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☒ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Resolution seeking City Council approval authorizing the Mayor and Clerk to enter into an agreement with Meshek & Associates, LLC, to be the engineering consultant to study the flooding on SW Nutmeg, design the needed improvements, and provide project management. This firm was selected using the City's standard SOQ selection process for professional services in accordance with Arkansas State Law.					

Estimated Cost	\$166,830.00
Is this Item Budgeted?	☒ Yes ☐ No
If no, please explain how item will be funded (briefly explain in space below) :	



www.bentonvillear.com
PLEASE RECYCLE



Memorandum



To: City Council, Mayor Orman

From: Dan Weese, City Engineer

Date: December 8, 2021

Re: SW Nutmeg Drainage Improvements Engineering Contract

Staff recommends and is seeking approval of this resolution to allow execution of the contract for Meshek to be the engineering consultant to study the flooding on SW Nutmeg, design the needed improvements, and provide construction management.

The City 2022 budget set aside \$425,000 for this project in Account 106130-39091 Use of Reserves. We will be using \$166,830 of that budget for the design contract.

Please call or email me with any questions or comments at 479-254-2024 or dweese@bentonvillear.com.

Thanks for your consideration of these items.



PROFESSIONAL SERVICES AGREEMENT

PROJECT NAME: SW Nutmeg Street Drainage Improvements ("PROJECT")

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

The PARTIES have caused this AGREEMENT to be effective this _____ (Month, Day, and Year) ("EFFECTIVE DATE").

RECITALS:

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

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

ARTICLE I - PROJECT DESCRIPTION

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

ARTICLE II - SCOPE OF SERVICE

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

ARTICLE III - STANDARD OF CARE

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

ARTICLE IV - ADDITIONAL SERVICES

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

ARTICLE V - SCHEDULE OF FEES, SERVICES AND PAYMENT

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

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

ARTICLE VI - INSURANCE

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

ARTICLE VII - RIGHT OF ACCESS

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

ARTICLE VIII - RECORDS AND RETENTION

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

ARTICLE IX - SAFETY

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

ARTICLE X - TERMINATION

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

ARTICLE XI - INDEMNIFICATION

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

ARTICLE XII - CONTINGENCY CLAUSE

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

ARTICLE XIII - RELATIONSHIP OF THE PARTIES

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

ARTICLE XIV - DISPUTE RESOLUTION

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

ARTICLE XV - OPINIONS OF PROBABLE COST

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

ARTICLE XVI - APPLICABLE LAWS

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

ARTICLE XVII - PRECEDENCE

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

ARTICLE XVIII - SEVERABILITY

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

ARTICLE XIX - SURVIVAL OF OBLIGATIONS

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

ARTICLE XX – ENTIRE AGREEMENT

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

The cost of this AGREEMENT including all reimbursable expenses as described in the FEES AND SCHEDULE, shall not exceed:

One Hundred Sixty-Six Thousand Eight Hundred Thirty Dollars and No Cents

\$ 166,830.00, unless otherwise approved by the CITY through an official AMENDMENT agreed and executed by CITY and ENGINEER.

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

CITY OF BENTONVILLE

CITY

Meshek & Associates, LLC

ENGINEER

BY

BY

MAYOR

TITLE

Manager

TITLE

DATE SIGNED

9/30/2021
DATE SIGNED

APPENDIX A PROJECT DESCRIPTION

BASIC PROJECT INFORMATION:

The project includes the analysis and design of storm sewer improvements beginning at SW Nutmeg Street and ending where the system discharges into a detention pond west of SW Jasmine Street. Additional work may be done within the detention pond, . The general project area is shown here:



Hydrologic and hydraulic analyses will be performed in the conceptual phase of the project to identify design alternatives for the storm sewer and detention pond improvements. Hydrology will be developed for the following area:



Hydraulic analysis of the existing storm sewer systems will be developed for the following area:



Following approval and acceptance of the conceptual analysis, construction plans will be developed for the selected alternative.

APPENDIX B SCOPE OF SERVICES

SERVICES BY THE CITY

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

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

SERVICES BY THE ENGINEER

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

APPENDIX C

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

CONCEPTUAL ANALYSIS (165 DAYS)	\$65,115.00
- o Perform storm sewer survey as needed for the hydrologic and hydraulic analysis - o Review existing information pertaining to the neighborhood drainage. - o Survey key structures needed for modeling - o Develop a detailed hydrologic model for the contributing drainage area (approx. 165 acres) - o The following storm frequencies will be included in the hydrologic analysis: ▪ 50%, 20%, 10%, 4%, 2%, 1%, and 0.2% Annual Exceedance - o Develop detailed hydraulic model for lower portion of the main storm system (approx. 3,500 feet) using PCSWMM which will analyze pipe and inlet capacities as well as overland flow - o Develop a 1% annual-chance floodplain for internal City use - o Develop up to 2 design alternatives to alleviate the flooding at the SW Nutmeg Street inlet - o Prepare a summary report including conceptual design exhibit and cost estimate for recommended plan - o Attend up to three in-person meetings	
PREPARATION OF CONSTRUCTION PLANS (150 DAYS)	\$67,215.00
- o Perform full topographic and boundary survey for project as selected from conceptual analysis - o Prepare construction plans for the selected design alternative as determined in the conceptual analysis. Plans to include: ▪ Proposed drainage improvements, required roadway reconstruction and required public utility relocations - o Coordinate with franchise utility owners - o Submit plans and estimate of costs to owner for review and comment at 60% & 90% completion. Attend virtual plan review meetings	
CONSTRUCTION SERVICES (TBD)	\$34,500.00
- o Assist in preparing bidding documents - o Answer all bidder questions - o Attend virtual bid meetings. To include Pre-Bid, Bid Opening & Pre-Work - o Respond to all contractor requests for information - o Review all contractor material submittals - o Conduct weekly site visits - o Review construction schedule & work completed and provide weekly progress reports to City Engineer	
TOTAL DESIGN FEE:	\$166,830.00

SERVICES NOT INCLUDED IN THIS PROPOSAL:

- Acquisition of proposed Right-of-Way
- Daily construction inspections
- Design of any environmental mitigation measures

PROPOSED DESIGN SCHEDULE

- | | |
|----------------------------------|-------------------------|
| • Notice to Proceed | October 2021 |
| • Conceptual Design Completed | April 2022 |
| • Submit 60% Construction Plans | June 2022 |
| • Submit 90% Construction Plans | August 2022 |
| • Submit 100% Construction Plans | October 2022 |
| • Construction Services | Beginning November 2022 |

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH MESHEK & ASSOCIATES, LLC, FOR CONSULTING ENGINEER SERVICES RELATED TO THE STUDY OF FLOOD ISSUES ON SW NUTMEG, INCLUDING IMPROVEMENT DESIGN AND PROJECT MANAGEMENT IN A TOTAL AMOUNT NOT TO EXCEED ONE HUNDRED SIXTY SIX THOUSAND EIGHT HUNDRED AND THIRTY DOLLARS (\$166,830.00) AND FOR OTHER PURPOSES.

WHEREAS, the City of Bentonville previously budgeted funds for a drainage study and design in the vicinity of SW Nutmeg;

WHEREAS, the City of Bentonville engaged in the statutory process for the selection of a professional engineering firm for the study, design and construction phase services of this project;

WHEREAS, Meshek & Associations, LLC was selected as the consulting engineer for this project.

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

Section 1: The Mayor and City Clerk are authorized to enter into an agreement with Meshek & Associates, LLC for study, design and project management related to flooding issues in the vicinity of SW Nutmeg in an amount not to exceed one hundred sixty six thousand eight hundred and thirty dollars (\$166,830.00);

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

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

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

PASSED and APPROVED this _____ day of _____, 2022.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



Agenda Item Form

Date of City Council Meeting	1/11/2022
Department	District Court
Submitted by	Jennifer Lopez-Jones
Phone	(479) 271-5923

Item Type: (Check Applicable Item Type)					
☒ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☐ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Budget adjustment in the amount of \$1200.00, to recognize receipt of a grant from the Arkansas Alternative Dispute Resolution Commission for the Bentonville District Court mediation program.					

Estimated Cost	\$1,200.00
Is this Item Budgeted?	☐ Yes ☒ No
If no, please explain how item will be funded (briefly explain in space below) :	
The District Court's Mediation Program is funded by this grant from the Arkansas Alternative Dispute Resolution Commission. There have been no prior costs from this program that the grant has not covered.	





Budget Adjustment Request

Date of City Council Meeting	1/11/2022
Department	District Court
Submitted by	Jennifer Lopez-Jones
Phone	(479) 271-5923

Purpose of Budget Adjustment <i>(Enter purpose in space below):</i> Budget adjustment recognizing receipt of a grant from the Arkansas Alternative Dispute Resolution Committee and allocating funds for expenses related to the Bentonville District Court Mediation program.

General Ledger Account Information*				
Org (Department)	Object	Account Description	Revenue + (-)	Expense + (-)
101210	33411	State Grant	\$ 1,200.00	
101210	43410	Professional Service		\$ 1,200.00
		Totals	\$ 1,200.00	\$ 1,200.00
		Net Impact on Fund Balance	\$ -	

*Final Account Number will be determined by Accounting Department after approval and purchase



www.bentonvillear.com

PLEASE RECYCLE



DISTRICT COURT OF BENTON COUNTY, ARKANSAS
BENTONVILLE DIVISION
2706 SOUTH WALTON BLVD.
BENTONVILLE, AR 72712

Ray Bunch
District Court Judge

Court Clerk (479) 271-3120
Fax: (479) 271-3134

Memo

To: City Council, Mayor Orman
From: Jennifer Lopez-Jones
Date: December 9, 2021
Re: City Council approval of a budget adjust of \$1,200, for a mediation program of our Small Claims and/or Civil cases

The Bentonville District Court applied for and was awarded a grant from the Arkansas Alternative Dispute Resolution Committee in the amount of \$1,200 to continue to grow a mediation program primarily targeted for our Small Claims cases but can be used for our Civil cases as well.

This program will allows our clients to have the services of a certified mediator prior to going to trial with their disputes. A mediator often times is able to resolve disputes in a manner that results in a greater sense of satisfaction to both parties despite their original differing opinions. This is a completely voluntary program to which both parties would have to agree.

Should you have any questions regarding this grant and/or program please feel free to call me at 479-271-5923. Alternatively, you may email me at jenniferj@bentonvillear.com .



Agenda Item Form

Date of City Council Meeting	1/11/2022
Department	Administration
Submitted by	Debbie Griffin
Phone	(479) 254-2028

Item Type: (Check Applicable Item Type)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☒ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Resolution authorizing the Mayor and City Clerk to enter into a Through the Fence Airport Access Agreement with Game Engines, LLC and Game Composite, LLC.					

Estimated Cost	\$0.00
Is this Item Budgeted?	☐ Yes ☒ No
If no, please explain how item will be funded (briefly explain in space below) :	



Memo



To: City Council, Mayor Orman
From: Debbie Griffin, Director of Administration
Date: January 11, 2022
Re: Resolution on Through the Fence Agreement

A resolution seeking the Bentonville City Council approval to authorize the Mayor to execute a Through the Fence Airport Access Agreement with Games Engines LLC and Game Composites LLC at the Bentonville Municipal Airport.

This Through the Fence agreement has been reviewed and is supported by the FAA.

Please call or email me with any questions or comments at 479-254-2028 or dgriffin@bentonvillear.com.

BENTONVILLE MUNICIPAL AIRPORT
THROUGH THE FENCE AIRPORT ACCESS AGREEMENT

This Through The Fence Airport Access Agreement (“**Agreement**”) is made as of January 12, 2022 (“**Effective Date**”), by and between the **CITY OF BENTONVILLE, ARKANSAS**, a municipality organized under the laws of the State of Arkansas (referred to as “**Owner**”), **GAME ENGINES, LLC**, a Delaware limited liability company (“**GE**”), and **GAME COMPOSITES, LLC**, a Delaware limited liability company (“**GC**”, and referred to together with GE as “**User**”), with User being located at 3201 SW “I” Street, Bentonville, Arkansas 72712.

This Agreement incorporates and is based upon the following representations and understandings:

WHEREAS, Owner is owner and operator of the Bentonville Municipal Airport (KVBT), located in the County of Benton, State of Arkansas (the “**Airport**”), with the power to grant rights and privileges with respect to the Airport, pursuant to the provisions of the state code, among other federal, state, and local laws, rules and regulations; and

WHEREAS, GE owns certain real property immediately adjacent to the physical property of the Airport, which GC operates upon; and

WHEREAS, GE and GC together as User seek the right to access “through-the-fence” to the Airport property and to its runway and taxiway system; and

WHEREAS, the parties desire to enter into this Agreement to comply with Federal Aviation Administration rules, regulations, and advisory circulars that permit general aviation airport sponsors to enter into through-the-fence agreements with property owners provided the parties hereto comply with certain conditions as set forth in this Agreement.

Now, therefore and in consideration of the mutual terms and conditions hereinafter set forth, Owner and User hereby agree to the following:

ARTICLE I – PROPERTY WITH RIGHT OF ACCESS

1.1 For purposes of this Agreement, the property with right of access includes that certain property more particularly described as the portion of the building which can be used to hangar airplanes in the approximate size of 12,500 square feet as shown on the attached **Exhibit “A”** (the “**Access Property**”).

ARTICLE II – TERM OF AGREEMENT

2.1 The term of this Agreement shall have a beginning effective date of November 1, 2018, and shall continue through and ending at midnight, November 1, 2058 (40 years from November 1, 2018) (the “**Term**”).

ARTICLE III – AUTHORIZED ACCESS POINTS

3.1 Said access point shall be as shown on the attached Exhibit “A”.

ARTICLE IV – AUTHORIZED USES OF ACCESS

4.1 The use of any property located within the current or future boundaries of the Airport shall be consistent with the most recent Airport Master Plan and Airport Minimum Standards. Owner expressly approves the Aeronautical Activity as set forth in Section 4.2 of this Agreement. User agrees that all other uses of the Access Property must be approved by Owner and said access to the Airport property shall be for aviation use. All future additions to structure or structures accessing the Airport shall be subject to prior approval by Owner. In the event that User uses the Access Property for purposes other than the purposes stated above beyond any applicable cure period, then User shall be deemed to be in default of this Agreement.

4.2 Aeronautical Activity: The following “**Aeronautical Activity**” is expressly authorized on Access Property: testing of airplanes and airplane components manufactured by GC and flying activities associated with sales and services of aircraft and aircraft components.

ARTICLE V – PROHIBITIONS

5.1 Sale of Aviation Fuels Prohibited: User shall not permit any person or entity to sell aviation fuels on Access Property. The “**sale of aviation fuels**” is defined as the location where the act of fuel flowing is occurring, it being understood and agreed that the User may have located on the Access Property certain point of sale equipment where the fuel purchase is totaled, accounted and paid. However, in no circumstance shall the User permit or allow any person or entity to fuel aircraft or other equipment within the boundaries and upon the Access Property.

5.2 Prohibitions and Restrictions on Access: Except as expressly permitted in this Agreement, the User is specifically prohibited from granting or selling any access/egress to the Airport through the Access Property to any other parties. This restriction also includes the User taking reasonable precautions acceptable to Owner to prevent the accidental access to the Airport by vehicles, pedestrians, pets, etc.

5.3 Prohibited Activity on the Property with right of Access Property: User agrees not to conduct or permit to be conducted any activity on the Access Property which would interfere with or be a hazard to flight of aircraft either to or from the Airport, or interfere with the ground movement of aircraft at the Airport, or interfere with air navigation and communication facilities serving the Airport. User agrees that no additional structure will be erected or natural objects created on the Access Property which would constitute a hazard to air navigation.

5.4 Mechanic's or Materialmen's Liens: User agrees that during the Term of this Agreement no mechanic's or materialmen's liens affecting the Airport property or any improvements thereon shall be suffered to arise, and that in the event any such lien does arise, the User shall promptly discharge or bond over same, and if default in the payment thereof shall continue for forty-five (45) days after receipt of written notice of such lien and demand for its discharge or the posting of a bond given to the User by Owner, then Owner shall have the right and privilege, at its option, to pay the same, and the amount so paid, including expenses, shall at the option of Owner be additional fee due from the User immediately with interest thereon at the rate of eight percent (8%) per annum from the date on which such payment was made; provided, however, that if the User denies the validity or amount of any asserted mechanic's or materialmen's lien on the Airport property or any improvement thereon, the User, at its expense, shall have a reasonable opportunity to contest such validity by appropriate legal proceedings and Owner shall assist User in prosecuting such contest, including but not limited to, providing necessary information, including necessary documents, and permitting User to contest in the name of Owner if required by any existing or hereinafter enacted law, regulation, or procedure. It is agreed by the parties hereto that as between the parties hereto, in the event of such contest User shall be responsible for all litigation costs including court fees and costs, attorney fees, discovery costs, travel costs, and any and all other costs, with User holding Owner harmless thereon.

ARTICLE VI – ACCESS FEE TO OWNER

6.1 Owner agrees that the full and final payment of an access fee in the amount of Two Hundred Forty-Two Thousand Five Hundred and Twenty-One Dollars and No Cents (\$242,521.00) is due within thirty (30) days of full execution of this Agreement.

ARTICLE VII -

CONSTRUCTION AND MAINTENANCE OF ACCESS USE INFRASTRUCTURE

7.1 Present Construction Costs: It is understood and agreed that the User shall construct all access use infrastructure, acceptable to Owner, at User's sole cost and expense, such present day required access use infrastructure such as, fence, sign(s), gates, security controls, etc., as listed and depicted in **Exhibit "A"** to this Agreement.

7.2 Future Construction Costs: It is understood and agreed that situations may change in the future and that additional access use infrastructure may be required to secure the Airport property at the authorized access points. User expressly agrees to timely pay all costs associated with access use infrastructure (fence, sign(s), electrical power, gates, security controls, etc.), located on the Access Property, as may be reasonably requested by Owner, supported by adequate documentation, and generally applicable to User and all other users, or as required in the future by the FAA or other applicable federal law.

**ARTICLE VIII -
AGREEMENT SUBORDINATE TO GRANT ASSURANCES, AGREEMENTS
WITH UNITED STATES, AND FEDERAL OBLIGATIONS**

8.1 This Agreement shall be nonexclusive and shall at all times be subordinate to the provisions of any existing or future agreements between Owner and the United States Government, or to any order issued by the United States Government, or to any grant assurances of the Airport, or to any of the Airport's or Owner's Federal obligations. The Parties hereto acknowledge that the each party shall have the express right to amend or terminate this Agreement to ensure Owner's continued compliance with all grant assurances and Federal property conveyance obligations. The User agrees to abide by the Airport Rules and Regulations and FAA Advisory Circulars in effect as of the date of this Agreement and as may be amended from time to time.

ARTICLE IX - TERMINATION OF AGREEMENT

9.1 Events of Default by User: Owner, at its option, may declare this Agreement terminated in its entirety upon the happening of and continuance beyond any applicable cure period of any one or more of the following events and may exercise all rights related to the termination of this Agreement:

9.1.1 Omitted;

9.1.2 If User shall file a voluntary petition in bankruptcy, or make a general assignment for the benefit of creditors, or if the User is adjudicated as bankrupt, or User otherwise assigns or attempts to assign its interest herein without the required prior written consent of Owner; or

9.1.3 If User shall use or permit the use of the User's Access Property at any time for any purpose which is not authorized by this Agreement, or if User shall use or permit the use thereof in violation of any law, rule, or regulation, (including the airport rules and regulations), of which User has specifically been made known of by Owner and has agreed to conform.

9.1.4 If User fails to meet any term or condition of this Agreement:

9.1.5 Notice of Default: If User shall default in the performance of any other term of this Agreement (except any payment hereunder), then Owner shall send to the User a written notice of default, specifying the nature of the default, and User shall, within thirty (30) days after the date of the notice, cure and remedy the default, and this Agreement shall then continue as before.

9.1.5.1 If User shall fail to timely cure and remedy such default, Owner shall have the right to declare, by written notice to User, that User is in default, and to use all remedies available to Owner under this Agreement. However, if by its nature, such default cannot be cured within such thirty (30) day period, such termination shall not be

effective if the defaulting party commences to correct such default within said thirty (30) days and corrects the same as promptly as reasonably practicable.

- 9.1.6 Termination of this Agreement for non-payment to Owner by User shall not become effective until after the expiration of fifteen (15) days written notice thereof by Owner to User and User fails to pay all moneys owed, fully within said period.

ARTICLE X – INDEMNITY

10.1 Except to the extent caused by Owner’s gross negligence, willful misconduct, or fraud, Owner shall not be liable for any personal injury to User or to its officers, agents, employees, invitees, licensees, or to any other occupant of any part of the Access Property, or for any damage to any property of User or of any other occupant of any part of the Access Property, to the extent arising from action of the elements or occupants of adjacent properties. In the event an action, claim or suit is commenced against Owner as a result of any such personal injury or damage occurring on the Access Property, User agrees to hold Owner harmless from any liability or responsibility therefor, including attorney’s fees and all pre-litigation and litigation costs of the action.

ARTICLE XI – INSURANCE

11.1 User shall maintain in force during the Term and any extended term, general liability insurance including, airport liability for property damage, personal injury or death, and any excess liability in umbrella form, with such coverage and limits as reasonably may be required by Owner from time to time, but in no event for less than the sum of One Million (\$1M) Dollars combined single limit. An insurer licensed or authorized to do business in the State of Arkansas shall issue the insurance policy. The City of Bentonville, its Council Members, Advisory Boards, trustees, agents, officers, servants, and employees shall be named as an additional insured on said liability policies at no expense to Owner.

Any deductibles or self-insured retentions must be declared to and approved by Owner. At the option of Owner, Owner may require that User shall reduce or eliminate such deductibles or self-insured retentions as it relates to the City of Bentonville, its Council Members, Advisory Boards, trustees, agents, officers, servants, and employees.

Concurrent with the execution of this Agreement, User shall provide Owner a certificate of User’s insurance coverage, a copy of the declarations page of the insurance policy, and a copy of all endorsements. The certificates of insurance, or endorsements attached thereto, shall provide that:

- A. The insurance cannot be canceled, changed in coverage, or reduced in limits without at least thirty (30) days prior written notice to Owner;

- B. The City of Bentonville, its Council Members, Advisory Boards, trustees, agents, officers, servants, and employees shall be named as an additional insured;
- C. The policy shall be considered primary as regards to any other insurance coverage Owner may possess, including self-insurance retention or deductible Owner may have, and any other insurance coverage Owner may possess shall be considered excess insurance only;
- D. The limits of liability required are on an occurrence basis; and
- E. The policy shall be endorsed with a severability of interest or cross-liability endorsement, providing that the coverage shall act for each insured and each additional insured; however, nothing contained therein shall act to increase the limits of liability of the insurance company.

Upon failure to provide such documentation, Owner may, after notice and User's ability to cure, and at its sole option either:

- A. Exercise Owner's rights as provided in the default provision of this Agreement; or
- B. Procure insurance coverage at User's expense whereupon User shall immediately reimburse Owner for such expense.

11.2 If notice of canceled, change in coverage, or reduced limits is given to Owner, or if the insurance coverage required herein is canceled, changed in coverage, or reduced in limits, User shall, within fifteen (15) days of receipt of notice from Owner, but in no event later than the effective date of the cancellation, change, or reduction, provide to Owner a certificate showing that insurance coverage has been reinstated or provided through another qualified insurance company.

11.2.1 Upon failure to provide such certificate, Owner may, without further notice, and at its sole option either:

- A. Exercise Owner's rights as provided in the default provision of this Agreement; or
- B. Procure insurance coverage at User's expense whereupon User shall immediately reimburse Owner for such expense.

ARTICLE XII – NOTICES

12.1 Notice/Addresses: All notices, requests, or other communications, required or permitted to be given hereunder shall be in writing and delivered via certified or registered mail, addressed to the appropriate party at its address as follows or as may be amended from time to time:

To Owner:
City of Bentonville
Attn: Mayor
305 S.W. A Street
Bentonville, AR 72712

With a copy to:
Airport Manager City of Bentonville
305 S.W. A Street
Bentonville, AR 72712

To GE:
Game Engines, LLC
3201 SW I Street,
Bentonville, AR 72712

To GC:
Game Composites, LLC
3201 SW I Street,
Bentonville, AR 72712

The time of giving of such notice when sent by U.S. mail shall be deemed to be the time when the same is received or delivery refused as shown by the return receipt.

ARTICLE XIII – ENTIRE AGREEMENT

13.1 Entire Agreement: Unless modified or supplemented in writing and signed by the party or parties to be charged, this Agreement constitutes the entire agreement between the parties. Except as aforesaid, any other understandings, agreements, or negotiations are deemed merged herein and shall be interpreted in accordance with the law of the State of Arkansas.

ARTICLE XIV – JURISDICTION AND VENUE

14.1 Jurisdiction and Venue: Jurisdiction and Venue for any and all dispute resolution concerning this Agreement shall be Benton County, Arkansas.

[SIGNATURE PAGE FOLLOWS]

WITNESS the execution hereof, by the parties hereto, in any number of counterpart copies each of which counterpart copies shall be deemed as an original for all purposes, as of the effective day and year first above written.

OWNER: CITY OF BENTONVILLE

ATTEST:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

APPROVED: BENTONVILLE AIRPORT ADVISORY BOARD

By: _____
Name: _____
Title: _____

GE: GAME ENGINES, LLC

GC: GAME COMPOSITES, LLC

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

EXHIBIT "A"

Access Property



RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO
A THROUGH THE FENCE AIRPORT ACCESS AGREEMENT WITH GAMES
ENGINES, LLC OF BENTONVILLE, ARKANSAS; AND FOR OTHER PURPOSES.**

WHEREAS, this forty (40) year Agreement between the Bentonville Municipal Airport and Games Engines, LLC, allows access from adjacent property to the Airport; and

WHEREAS, the FAA has reviewed and supports this Agreement.

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

Section 1: The Mayor and City Clerk are authorized to enter into a Through the Fence Airport Access Agreement with Game Composites, LLC for contingent property access;

Section 2: This Agreement has been reviewed and is supported by the FAA;

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

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

PASSED and APPROVED this _____ day of _____, 2022.

APPROVED:

Stephanie Orman, MAYOR

ATTEST:

Kirby Romines, CITY CLERK



Agenda Item Form

Date of City Council Meeting	1/13/2022
Department	Parks and Recreation / Transportation
Submitted by	David Wright
Phone	(479) 271.6813

Item Type: (Check All That Apply)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☒ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Resolution authorizing a Real Estate Transaction with Busbam LLC, in the amount of \$40,000 for the purchase of .06 acres at along the Razorback Greenway on SE Henry Street.					

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



Memo



To: City Council, Mayor Orman
From: David Wright, Parks and Recreation Director
Date: January 3, 2022
Re: Resolution authorizing real estate transaction for sale of land on SE Henry adjacent to the Razorback Greenway.

Parks and Recreation Staff requests City Council approval of a resolution authorizing the Mayor enter into an agreement with Busbam LLC for the sale of .06 acre of land. The offer for the property is \$40,000. The appraised value of the land is \$37,500.

Approximately one year ago, the landowner at 311 SE Henry contacted the Mayor's Office after realizing the shared fence did not sit directly on the property line. After both parties conducted our own research, we agreed the fence is several feet onto Parks and Recreation Property. This has been in this location for at least two decades. The property owner has maintained their side of the fence and has been a great neighbor to the trail.

The current owners explained they are wanting to perform a renovation project on their home and in the process, they learned some of their yard actually belonged to the City. They were prepared to offer the City \$40,000 at that time. City Staff responded we were willing to present the item to the Mayor and City Council and even recommend approval. However, the value of the sale needed to be based from an appraisal. We also explained how all other fees, such as surveys, must be at their expense. The appraised value returned at \$37,500. The owner then formally offered the City \$40,000.

Sale of this .06 acres will not effect Parks and Recreation. The current function of this lot is for the trail. The trail will not be effected at all and the public will not witness an impact of this sale. The proceeds of this sale will go towards the Town Branch improvement project in the 2022 budget.

If you have any questions regarding this item, please contact David Wright at dwright@bentonvillear.com.

Attachments:

Agreement with Busbam LLC

Real Estate Contract (Commercial)



Copyright
2021
Arkansas
REALTORS®
Association

Page 1 of 12

FORM SERIAL NUMBER: 082978-900164-0708913

1. PARTIES: Busbam, LLC

(individually, or collectively, the "Buyer") offers to purchase, subject to the terms and conditions set forth herein, from City of Bentonville

(individually or collectively, the "Seller"), the real property described in Paragraph 2 of this Real Estate Contract (the "Property").

2. ADDRESS AND LEGAL DESCRIPTION:

A. ADDRESS: Approx. 0.06+/- acres located at SE Henry Street, Bentonville, AR 72712

B. FULL LEGAL DESCRIPTION: A portion of Benton County Parcel #01-09934-000, consisting of approx. 0.06+/- acres. S-T-R: 32-20-30.

Legal description and visual depiction of the portion of land is shown on Exhibit "A".

3. PURCHASE PRICE: Buyer shall pay the following to Seller for the Property (the "Purchase Price")

\$40,000.00 payable as follows:

Cash at closing.

Real Estate Contract (Commercial)



Copyright
2021
Arkansas
REALTORS®
Association

Page 2 of 12

FORM SERIAL NUMBER: 082978-900164-0708913

4. CONVEYANCE: Unless otherwise specified, conveyance of the Property shall be made to Buyer by ☒ general warranty deed ☐ special warranty deed, in fee simple absolute, except it shall be subject to recorded instruments and easements if any, which do not materially affect the value of the Property. Unless expressly reserved herein, **SUCH CONVEYANCE SHALL INCLUDE ALL MINERAL RIGHTS OWNED BY SELLER CONCERNING AND LOCATED ON THE PROPERTY, IF ANY, UNLESS OTHERWISE SPECIFIED IN PARAGRAPH 17. IT IS THE RESPONSIBILITY OF THE BUYER TO INDEPENDENTLY VERIFY AND INVESTIGATE THE EXISTENCE OR NONEXISTENCE OF MINERAL RIGHTS AND ANY LEGAL RAMIFICATIONS THEREOF.** Seller warrants and represents only signatures set forth below are required to transfer legal title to the Property. Seller also warrants and represents that Seller has peaceable possession of the Property, including all improvements and fixtures thereon, and the legal authority and capacity to convey the Property by a good and sufficient general warranty deed, free from any liens, leaseholds or other interests.

5. TITLE INSURANCE: Buyer and Seller understand that Listing Firm and Selling Firm are not licensed title insurance agents as defined by Arkansas law and do not and cannot receive direct or indirect compensation from any Closing Agent regarding the closing process or the possible purchase of title insurance by one or more of Buyer and Seller. Regardless of the policy chosen, Buyer and Seller shall have the right to choose their Closing Agent(s). Within 15 days of acceptance, Seller shall furnish to Buyer a commitment for an American Land Title Association (ALTA) owner's title insurance policy in the amount of the Purchase Price issued by a company of Seller's choice authorized to insure title to real property in the State of Arkansas and which company is reasonably acceptable to Buyer.

Where the title commitment shows special exceptions to title other than those standard exceptions contained in the ALTA commitment form, and where such special exceptions relate to restrictions, conditions, defects or other matters that would interfere with Buyer's use or adversely affect the value of the Property, then within 15 days of delivery of the title commitment, Buyer shall deliver written notice thereof to Seller. Such notice shall state specifically those exceptions to which Buyer objects. All objections not specifically enumerated within such a timely delivered notice shall be deemed to be waived by Buyer.

Within 15 days of Buyer's delivery of notice of objections to Seller, Seller may cure such objections or have the exceptions waived or removed by the title company issuing the commitment. If, within such 45 day period, Seller fails to cure and/or waive such objections and exceptions, or within that period, Seller delivers written notice to Buyer that it will not so cure, then within 15 days from delivery of such notice from Seller or the end of the period within which Seller may cure (whichever is applicable), Buyer shall have the option to:

- A. Terminate this Real Estate Contract by delivering written notice thereof to Seller, in which event all sums paid or deposited by Buyer shall be returned to Buyer; or
- B. Agree to purchase the Property as scheduled subject to such objections and exceptions with no reduction in the Purchase Price; or
- C. Agree to extend the Closing date for 30 days to give Seller additional time to cure such objections. If Buyer fails to deliver notice of termination or grant an extension of the Closing date within that period, the objections shall be deemed to be waived and the transaction shall close as scheduled.

Seller shall furnish the committed owner's title insurance policy as soon as practicable after Closing, and shall pay all expenses related to the owner's title insurance policy.

Real Estate Contract (Commercial)



Copyright
2021
Arkansas
REALTORS®
Association

Page 3 of 12

FORM SERIAL NUMBER: 082978-900164-0708913

6. NON-REFUNDABLE DEPOSIT: The Non-Refundable Deposit (hereinafter referred to as "Deposit") is funds tendered by Buyer to Seller to compensate Seller for liquidated damages that may be incurred by Seller resulting from Buyer failing to close on this transaction. The liquidated damages shall include, but not be limited to, Seller's time, efforts, expenses and potential loss of marketing due to Seller's removal of property from the market.

The Deposit is not refundable to Buyer unless failure to close is exclusively the fault of Seller or if Seller cannot deliver marketable title to the Property. Paragraphs that constitute exclusive fault of the Seller include, but are not limited to, Paragraphs 5, 8, 11, 13B, 15B, 17, 18 or 20, as a termination pursuant to each of the listed paragraphs would cause Seller to forfeit the Deposit back to Buyer. The Deposit will be credited to Buyer at Closing. Buyer shall hold Listing Firm and Selling Firm harmless of any dispute regarding the Deposit. Buyer expressly acknowledges the Deposit is not to be held by either Listing Firm or Selling Firm. The Deposit may be commingled with other monies of Seller, such sum not being held in an escrow, trust or similar account.

☒ **A.** The Deposit is not applicable.

☐ **B.** Buyer will pay to Seller the Deposit in the amount of \$ _____

☐ i. Within _____ days following the date this Real Estate Contract has been signed by Buyer and Seller

☐ ii. Within three (3) business days following agreement to repairs on Inspection Repair & Survey Addendum; or

☐ iii. Other: _____

7. EARNEST MONEY: Earnest money is in the amount of \$ 2,500.00 ("Earnest Money"), which shall apply toward Buyer's Purchase Price or Closing Costs. If at least one or more of the conditions of Paragraphs 5, 13B, and 20 (if any) have not been fulfilled, performed or removed, Earnest Money shall be promptly refunded to Buyer. If Buyer fails to fulfill his obligations under this Real Estate Contract, or if after all conditions have been met Buyer fails to close this transaction, Earnest Money may, at the sole and exclusive option of Seller, be retained by Seller as liquidated damages. Alternatively, Seller may return Earnest Money and assert all legal or equitable rights that may exist as a result of Buyer breaching this Real Estate Contract. Buyer warrants, represents and acknowledges that the check tendered will be honored upon presentation to Buyer's bank, and that Buyer shall be in default of this Real Estate Contract if the check is not honored upon first presentation to Buyer's bank. Buyer understands that failure to tender Earnest Money as required by this Paragraph 7 shall constitute a breach of this Real Estate Contract. Buyer and Seller agree that in the event of any dispute concerning entitlement to Earnest Money, Listing Firm may interplead Earnest Money into a court of competent jurisdiction, and upon such interpleading of Earnest Money, both Listing Firm and Selling Firm shall be released from liability to Buyer and Seller. Listing Firm shall be reimbursed for all costs and attorney's fees from the funds entered for interpleading.

☐ **A.** Earnest Money is tendered by Buyer in the form of ☐ cash ☐ check. If Earnest Money is tendered by check, it will be made payable to ☐ Listing Firm, ☐ Closing Agent _____ ☐ Other _____. Earnest Money will be deposited by Listing Firm no later than three (3) business days following the date this Real Estate Contract has been signed by Buyer and Seller.

☒ **B.** Earnest Money will be tendered by Buyer in the form of ☐ cash ☒ check. If Earnest Money is tendered by check, it will be made payable to ☐ Listing Firm, ☒ Closing Agent _____ ☐ Other _____. Earnest Money will be deposited within three (3) business days following the date this Real Estate Contract has been signed by Buyer and Seller. (If Earnest Money is not to be tendered within three (3) business days after this Real Estate Contract has been signed by Buyer and Seller, see Paragraph 17.)

☐ **C.** No Earnest Money will be tendered. References to Earnest Money in this Real Estate Contract shall not be applicable and are deemed deleted.

The principal broker shall also be responsible and accountable for any funds delivered to an escrow agent selected by the principal broker, but shall not be responsible for funds delivered to an escrow agent selected by the parties.

Page 3 of 12

Real Estate Contract (Commercial)



Copyright
2021
Arkansas
REALTORS®
Association

Page 4 of 12

FORM SERIAL NUMBER: 082978-900164-0708913

8. SURVEY: Buyer has been given the opportunity to obtain a new certified survey. Should Buyer decline to obtain a survey as offered in Paragraph 8A of this Real Estate Contract, Buyer agrees to hold Seller, Listing Firm and Selling Firm involved in this Real Estate Contract harmless of any problems relative to any survey discrepancies that may exist or be discovered (or occur) after Closing.

☐ **A.** A new survey satisfactory to Buyer, certified to Buyer within thirty (30) days prior to Closing by a registered land surveyor,

☐ showing property lines only ☐ ALTA Certified Survey

☐ showing all improvements, easements and any encroachments will be provided and paid for by:

☐ Buyer ☐ Seller ☐ Equally split between Buyer and Seller.

☒ **B.** No survey shall be provided.

☐ **C.** Other _____

Specific Survey Requirements: _____

Should Buyer agree to accept the most recent survey provided by Seller, this survey is for information purposes only and Buyer will not be entitled to the legal benefits of a survey certified in Buyer's name.

9. PRORATIONS: Taxes and special assessments due on or before Closing shall be paid by Seller. Any deposits on rental Property are to be transferred to Buyer at Closing. Insurance, general taxes and special assessments, rental payments and interest on any assumed loans shall be prorated as of Closing, unless otherwise specified herein.

10. FIXTURES AND ATTACHED EQUIPMENT: Unless specifically excluded herein, all fixtures and attached equipment, if any, are included in the Purchase Price. If any personal property is included in the Purchase Price it will be described in a separate exhibit attached hereto and incorporated by reference herein (hereinafter referred to as the "Personal Property"). The Personal Property does not include any software or related materials that Seller does not have the legal right to transfer or license to Buyer, and does not include any items leased to Seller under any operating contract. Seller agrees to execute a Bill of Sale at Closing transferring ownership of the Personal Property to Buyer.

Real Estate Contract (Commercial)



Copyright
2021
Arkansas
REALTORS®
Association

Page 5 of 12

FORM SERIAL NUMBER: 082978-900164-0708913

11. CLOSING: Closing is the date and time at which Seller delivers the executed and acknowledged deed. Buyer and Seller agree the Closing date will be (month) March (day) 31, (year) 2022. The Closing date may be changed by written agreement of Buyer and Seller. If the sale is not consummated by Closing date (or any written extension thereof) the parties shall have the remedies available to them in equity or at law, including the remedies available to them in Paragraph 7.

Buyer and Seller shall have the right to choose their Closing Agent(s) and are not relying on Listing Firm or Selling Firm to choose a Closing Agent. Should Buyer or Seller choose the services of a Closing Agent(s) other than Selling Firm or Listing Firm, then Buyer and Seller each jointly and severally agree to indemnify and hold Listing Firm and Selling Firm harmless for all intentional misconduct and negligent acts (including acts of omission) of the Closing Agent(s).

This Real Estate Contract shall serve as written closing instructions to the Closing Agent on behalf of the Buyer and Seller. The Closing Agent(s) is/are authorized to provide Seller's settlement statement to Listing Firm (in addition to Seller) and Buyer's settlement statement to Selling Firm (in addition to Buyer) prior to settlement so that Buyer, Seller, Listing Firm and Selling Firm shall have a reasonable opportunity to review prior to Closing.

Buyer and Seller shall each have the right to request title insurer(s), if any, issue closing protection, to indemnify against loss of closing funds because of acts of a Closing Agent, title insurer's named employee, or title insurance agent. Any cost for closing protection will be paid by the requesting party(ies). Listing Firm and Selling Firm strongly advise Buyer and Seller to inquire of the Closing Agent(s) about the availability and benefits of closing protection.

Unless otherwise agreed by Buyer and Seller, transaction costs will be paid by the party indicated below.

Seller	Buyer
Title Examination or search fees	Recording fees
Premium for owner's title insurance policy	Premium for mortgagee's title insurance policy
Preparation of conveyance documents	Preparation of loan documents
One-half of escrow fees	One-half of escrow fees
One-half of documentary stamps	One-half of documentary stamps
Other charges as customarily paid by Seller	Other charges customarily paid by Buyer
IRS Notification form	

This Real Estate Contract shall, unless otherwise specified in Paragraph 17 of this Real Estate Contract, constitute express written permission and authorization to Listing Firm and Selling Firm to disclose the terms of this Real Estate Contract (and all Addenda), including without limitation concessions provided by Buyer or Seller or other non-public personal information of Buyer and Seller regarding the purchase and sale of the Property, to any of the following: (i) an Arkansas licensed appraiser; (ii) multiple listing services for use by the members thereof; and (iii) any other person or entity which Listing Firm or Selling Firm determines, using sole discretion, may have a legitimate basis to request and obtain such information. The authorization and permissions granted in this Paragraph 11 shall not create any obligation or duty upon Listing Firm or Selling Firm to make any disclosure to any person or entity.

Page 5 of 12

Real Estate Contract (Commercial)



Copyright
2021
Arkansas
REALTORS®
Association

Page 6 of 12

FORM SERIAL NUMBER: 082978-900164-0708913

12. POSSESSION: Possession of the Property shall be delivered to Buyer: (Check one)

☒ **A.** Upon the Closing (Seller's delivery of executed and acknowledged Deed).

☐ **B.** Other, as follows: _____

13. SELLER PROPERTY DISCLOSURE: (Check one)

☐ **A.** Buyer and Seller acknowledge that upon the authorization of Seller either Selling Firm or Listing Firm have delivered to Buyer, prior to the execution of this Real Estate Contract, a written disclosure prepared by Seller concerning the condition of the Property, but this fact neither limits nor restricts Buyer's Disclaimer of Reliance set forth in Paragraph 16 of this Real Estate Contract. The written disclosure prepared by Seller is dated (month) _____ (day) _____, (year) _____, and is warranted by Seller to be the latest disclosure and the answers contained in the disclosure are warranted to be true, correct, and complete to Seller's knowledge.

☐ **B.** Buyer hereby requests Seller to provide a written disclosure about the condition of the Property that is true and correct to Seller's knowledge within three (3) business days after this Real Estate Contract has been signed by Buyer and Seller. If Seller does not provide the disclosure within the three (3) business days, Buyer may declare this Real Estate Contract terminated with Buyer and Seller both agreeing to sign the Termination of Contract, with Buyer to receive a refund of the Earnest Money. If Buyer finds the disclosure unacceptable within three (3) business days after receipt of disclosure, this Real Estate Contract may be declared terminated by Buyer, with Buyer and Seller both agreeing to sign the Termination of Contract, with Buyer to receive a refund of the Earnest Money. Receipt of this disclosure neither limits nor restricts in any way Buyer's Disclaimer of Reliance set forth in Paragraph 16 of this Real Estate Contract.

☐ **C.** Although a disclosure form may have been completed (or can be completed) by Seller, Buyer has neither received nor requested and does not desire from Seller a written disclosure concerning the condition of the Property prior to the execution of this Real Estate Contract, but this fact neither limits nor restricts in any way Buyer's Disclaimer of Reliance set forth in Paragraph 16 of this Real Estate Contract. BUYER IS STRONGLY URGED BY SELLING FIRM AND LISTING FIRM TO MAKE ALL INDEPENDENT INSPECTIONS DEEMED NECESSARY PRIOR TO SIGNING THIS REAL ESTATE CONTRACT.

☒ **D.** Buyer understands no disclosure form is available and will not be provided by Seller. BUYER IS STRONGLY URGED BY SELLING FIRM AND LISTING FIRM TO MAKE ALL INDEPENDENT INSPECTIONS DEEMED NECESSARY PRIOR TO SIGNING THIS REAL ESTATE CONTRACT.

Page 6 of 12

Real Estate Contract (Commercial)



Copyright
2021
Arkansas
REALTORS®
Association

Page 7 of 12

FORM SERIAL NUMBER: 082978-900164-0708913

14. ENVIRONMENTAL REPRESENTATION: Seller hereby represents to Buyer that to Seller's knowledge (unless otherwise disclosed herein):

- A. The Property is not the subject of any judicial or administrative notice or action relating to hazardous waste or environmental contamination;
- B. Seller has received no notice of any claim or violation of any law or regulation having to do with environmental protection;
- C. No hazardous or toxic substances have been stored, processed, or disposed of on the Property during the period that Seller has owned the Property; and
- D. No underground storage tanks are located on the Property.

15. TERMITE CONTROL REQUIREMENTS: (Check one)

- ☒ A. None
- ☐ B. Seller shall provide prior to Closing, at Seller's expense, a current termite control policy issued by a licensed operator, satisfactory to Buyer.

16. BUYER'S DISCLAIMER OF RELIANCE:

A. BUYER CERTIFIES BUYER WILL PERSONALLY INSPECT OR HAVE A REPRESENTATIVE INSPECT THE PROPERTY AS FULLY AS DESIRED PRIOR TO CLOSING. BUYER CERTIFIES BUYER HAS NOT AND WILL NOT RELY ON ANY WARRANTIES, REPRESENTATIONS, OR STATEMENTS OF SELLER, LISTING FIRM, SELLING FIRM, OR ANY AGENT, INDEPENDENT CONTRACTOR, OR EMPLOYEE ASSOCIATED WITH THOSE ENTITIES, OR INFORMATION FROM MULTIPLE LISTING SERVICES OR OTHER WEBSITES REGARDING MINERAL RIGHTS, YEAR BUILT, SIZE (INCLUDING WITHOUT LIMITATION THE SQUARE FEET IN IMPROVEMENTS LOCATED ON THE PROPERTY), QUALITY, VALUE OR CONDITION OF THE PROPERTY, INCLUDING WITHOUT LIMITATION ALL IMPROVEMENTS, APPLIANCES, PLUMBING, ELECTRICAL OR MECHANICAL SYSTEMS. HOWEVER, BUYER MAY RELY UPON ANY WRITTEN DISCLOSURES PROVIDED BY SELLER.

LISTING FIRM AND SELLING FIRM CANNOT GIVE LEGAL ADVICE TO BUYER OR SELLER. LISTING FIRM AND SELLING FIRM STRONGLY URGE STATUS OF TITLE TO THE PROPERTY, CONDITION OF PROPERTY, SQUARE FOOTAGE OF IMPROVEMENTS, QUESTIONS OF SURVEY AND ALL OTHER REQUIREMENTS OF BUYER SHOULD EACH BE INDEPENDENTLY VERIFIED AND INVESTIGATED BY BUYER OR A REPRESENTATIVE CHOSEN BY BUYER.

B. IN THE EVENT THAT THE INSPECTION, REPAIR AND SURVEY ADDENDUM IS USED, BUYER AGREES TO SIGN PAGE 4 OF THE INSPECTION, REPAIR AND SURVEY ADDENDUM PRIOR TO CLOSING IF BUYER ACCEPTS THE CONDITION OF THE PROPERTY AND INTENDS TO CLOSE.

17. OTHER:

Real Estate Contract (Commercial)



Copyright
2021
Arkansas
REALTORS®
Association

Page 8 of 12

FORM SERIAL NUMBER: 082978-900164-0708913

18. CONTINGENCIES: Buyer's offer to purchase the Property is expressly contingent upon Buyer's satisfaction of the contingencies checked below within the deadline indicated for each contingency. Buyer shall notify Seller in writing when the contingencies are satisfied. If Buyer fails to provide such written notice before the indicated deadline that a contingency checked below has been satisfied, then this Real Estate Contract shall be terminated with Buyer and Seller both agreeing to sign the Termination of Contract, with Buyer to receive a refund of the Earnest Money and Buyer and Seller shall have no further obligation to each other unless otherwise provided in this Real Estate Contract.

Contingencies (check all that apply):

- ☐ **A.** Obtain satisfactory financing, in Buyer's sole discretion, within _____ days after acceptance.
- ☐ **B.** Obtain satisfactory results of a feasibility study, in Buyer's sole discretion, within _____ days after acceptance.
- ☐ **C.** Obtain satisfactory results of a Property inspection, in Buyer's sole discretion, within _____ days after acceptance.
- ☐ **D.** Obtain satisfactory results of an environmental report, in Buyer's sole discretion, within _____ days after acceptance.
- ☐ **E.** Obtain satisfactory rezoning, platting, re-platting, or zoning verification, in Buyer's sole discretion, within _____ days after acceptance.
- ☒ **F.** Obtain satisfactory lot splits
within 60 days after acceptance.
- ☒ **G.** Obtain satisfactory title approval
within 60 days after acceptance.
- ☒ **H.** Review of the Seller's Covenants & Restrictions as well as any access easements
within 60 days after acceptance.

Additional requirements related to any of above contingencies:

Seller agrees to have all utilities connected and turned on to Property.

Sellers hereby grant to Buyer, its agents and contractors, the right to enter upon the Property to make tests and/or inspections. If the Property is damaged by Buyer or Buyer's agents or contractors during Buyer's inspections or test of the Property, Buyer shall repair and restore the Property to substantially the same condition as existed prior to conducting the inspection and test. Buyer shall indemnify Seller and its agents and hold them harmless from any and all liability, damages, claims, expenses, including reasonable attorney's fees, judgments, proceedings and causes of action of any kind to the extent caused by Buyer's inspection and testing activities with such indemnity obligation expressly surviving Closing or termination of the Real Estate Contract for any reason.

Page 8 of 12

Real Estate Contract (Commercial)



Copyright
2021
Arkansas
REALTORS®
Association

Page 9 of 12

FORM SERIAL NUMBER: 082978-900164-0708913

19. AGENCY: (Check all that apply)

- ☐ **A. LISTING FIRM AND SELLING FIRM REPRESENT SELLER:** Buyer acknowledges that Listing Firm and Selling Firm and all licensees associated with those entities are the agents of Seller and that it is Seller who employed them, whom they represent, and to whom they are responsible. Buyer acknowledges that before eliciting or receiving confidential information from Buyer, Selling Firm, which may be the same as Listing Firm, verbally disclosed that Selling Firm represents Seller.
- ☐ **B. LISTING FIRM REPRESENTS SELLER AND SELLING FIRM REPRESENTS BUYER:** Buyer and Seller acknowledge that Listing Firm is employed by Seller and Selling Firm is employed by Buyer. All licensees associated with Listing Firm are employed by, represent, and are responsible to Seller. All licensees associated with Selling Firm are employed by, represent, and are responsible to Buyer. Buyer acknowledges Selling Firm verbally disclosed that Listing Firm represents Seller. Seller acknowledges Listing Firm verbally disclosed that Selling Firm represents Buyer.
- ☐ **C. LISTING FIRM AND SELLING FIRM ARE THE SAME AND REPRESENT BOTH BUYER AND SELLER:** Seller and Buyer hereby acknowledge and agree that Listing and Selling Firm are the same and all licensees associated with Listing and Selling Firm are representing both Buyer and Seller in the purchase and sale of the above referenced Property and that Listing/Selling Firm has been and is now the agent of both Seller and Buyer with respect to this transaction. Seller and Buyer have both consented to and hereby confirm their consent to agency representation of both parties. Further, Seller and Buyer agree:
- (i) Listing/Selling Firm shall not be required to and shall not disclose to either Buyer or Seller any personal, financial or other confidential information concerning the other party without the express written consent of that party; however, Buyer and Seller agree Listing/Selling Firm shall disclose to Buyer information known to Listing/Selling Firm related to defects in the Property and such information shall not be deemed "confidential information." Confidential information shall include but not be limited to any price Seller is willing to accept that is less than the offering price or any price Buyer is willing to pay that is higher than that offered in writing.
 - (ii) by selecting this option 19C, Buyer and Seller acknowledge that when Listing/Selling Firm represents both parties, a possible conflict of interest exists, and Seller and Buyer further agree to forfeit their individual right to receive the undivided loyalty of Listing/Selling Firm.
 - (iii) to waive any claim now or hereafter arising out of any conflicts of interest from Listing/Selling Firm representing both parties. Buyer and Seller acknowledge Listing/Selling Firm verbally disclosed that Listing/Selling Firm represents both parties in this transaction, and Buyer and Seller have given their written consent to this representation before entering into this Real Estate Contract.
- ☒ **D. SELLING FIRM REPRESENTS BUYER (NO LISTING FIRM):** Seller acknowledges that Selling Firm and all licensees associated with Selling Firm are the agents of Buyer and that it is Buyer who employed them, whom they represent, and to whom they are responsible. Seller acknowledges that at first contact, Selling Firm verbally disclosed that Selling Firm represents Buyer. Any reference to "Listing Firm" in this Real Estate Contract will be considered to mean Selling Firm, both Buyer and Seller acknowledging that all real estate agents (unless Seller is a licensed Real Estate Agent) involved in this Real Estate Contract only represent Buyer.
- ☐ **E. NON-REPRESENTATION:** See attached Non-Representation Disclosure Addendum. If item E is checked it should be accompanied by a corresponding entry to Paragraph 32 B or C.

20. RISK OF LOSS: Risk of loss or damage to the Property by fire or other casualty occurring prior to the time Seller delivers an executed and acknowledged deed to Buyer is expressly assumed by Seller. Should the Property be damaged or destroyed prior to Closing, Buyer shall have the option to: (i) enter into a separate written agreement with Seller whereby Seller will agree to restore the Property to its condition at the time this Real Estate Contract was accepted, (ii) accept all insurance proceeds (in an amount not more than the Purchase Price with any proceeds in excess of the Purchase Price to remain the property of Seller) and the Property in its existing condition, or (iii) terminate this Real Estate Contract and recover the Earnest Money. Buyer and Seller agree any written agreement concerning option (i) or (ii) above shall be prepared only by licensed attorneys separately representing Buyer and Seller. Notwithstanding the choice selected in Paragraph 16, Buyer shall have the right prior to Closing to inspect the Property to ascertain any damage that may have occurred due to fire, flood, hail, windstorm or other acts of nature, vandalism or theft.

Page 9 of 12

Real Estate Contract (Commercial)



Copyright
2021
Arkansas
REALTORS®
Association

Page 10 of 12

FORM SERIAL NUMBER: 082978-900164-0708913

- 21. GOVERNING LAW:** This Real Estate Contract shall be governed by the laws of the State of Arkansas.
- 22. SEVERABILITY:** The invalidity or unenforceability of any provisions of this Real Estate Contract shall not affect the validity or enforceability of any other provision of this Real Estate Contract, which shall remain in full force and effect.
- 23. MERGER CLAUSE:** This Real Estate Contract, when executed by both Buyer and Seller, shall contain the entire understanding and agreement between Buyer and Seller with respect to all matters referred to herein and shall supersede all prior or contemporaneous agreements, representations, discussions and understandings, oral or written, with respect to such matters. This Real Estate Contract shall not supersede any agency agreements entered into by Buyer or Seller and Listing Firm or Selling Firm.
- 24. ASSIGNMENT:** This Real Estate Contract may not be assigned by Buyer unless written consent of Seller is obtained, such consent not to be unreasonably withheld. It shall not be unreasonable for Seller to withhold consent if Seller is to provide financing for Buyer in any amount.
- 25. ACCEPTANCE:** The term "acceptance" as used herein shall mean the later of the two dates on which this Real Estate Contract is signed by Seller or Buyer, as indicated by their signatures below, which later date shall be the date of final execution and agreement by the parties hereto. If any date or deadline provided for herein falls on Saturday, Sunday, or a holiday, the applicable date shall be the next business day.
- 26. TIME:** Buyer and Seller agree time is of the essence with regard to all times and dates set forth in this Real Estate Contract. Unless otherwise specified, days as it appears in this Real Estate Contract shall mean calendar days. Further, all times and dates set forth in this Real Estate Contract refer to Arkansas Central time and date.
- 27. ATTORNEY'S FEES:** Should Buyer or Seller initiate any type of administrative proceeding, arbitration, mediation or litigation against the other (or against an agent for the initiating party or agent for the non-initiating party), it is agreed by Buyer and Seller (aforementioned agents being third-party beneficiaries of this Paragraph 27) that all prevailing parties shall be entitled to an award of all costs and attorney's fees incurred in defense of such initiated action against the non-prevailing party.
- 28. COUNTERPARTS:** This Real Estate Contract may be executed in multiple counterparts each of which shall be regarded as an original hereof but all of which together shall constitute one in the same. Electronic signatures shall be deemed original signatures and shall be binding upon the parties.
- 29. FIRPTA COMPLIANCE, TAX REPORTING:** Buyer and Seller agree to disclose on or before Closing, to the person or company acting as Closing Agent for this transaction, their United States citizenship status, solely for the purpose of compliance with the Foreign Investment in Real Property Taxation Act (FIRPTA). In addition, Buyer and Seller shall execute all documents required by such Closing Agent to document compliance with the FIRPTA and all other applicable laws. Buyer and Seller agree that nothing in this Real Estate Contract is intended to limit the responsibility of the Closing Agent as defined pursuant to United States Treasury Regulation 1.6045-4) to (i) be the "reporting person" under state and federal tax laws (including without limitation 26 USC Section 6045(e)), and (ii) file all necessary forms regarding the Closing, including without limitation form 1099, 8288 or 8288A. By accepting the role as Closing Agent, this Real Estate Contract shall obligate the Closing Agent to fulfill their responsibilities as set forth above and as defined by the above statutes. Seller will execute an affidavit confirming compliance with FIRPTA, as prepared by the Closing Agent.

Page 10 of 12

Real Estate Contract (Commercial)



Copyright
2021
Arkansas
REALTORS®
Association

Page 11 of 12

FORM SERIAL NUMBER: 082978-900164-0708913

30. NOTICE: All notices, requests and other communications under this Agreement shall be in writing and shall be delivered in person, or sent by overnight courier or certified mail, return receipt requested, addressed as follows:

If to Seller: _____

With a copy to: _____

If to Buyer: _____

With a copy to: _____

Or at such other address, and to the attention of such person, of which the parties shall have given notice as herein provided. All such notices, requests and other communications shall be deemed to have been sufficiently given for all purposes hereof on the second day after the date of the mailing thereof or the first day after being sent by overnight courier.

31. TAX DEFERRED EXCHANGE: Each party agrees to cooperate with the other, if requested in writing, to effect a tax deferred exchange under the provisions of the Internal Revenue Code of 1986, as amended, provided such exchange is without cost or expense to cooperating party, and the requesting party shall indemnify and hold the other harmless from and against any cost or expense or other liability, tax or action which may be incurred in connection with such exchange.

32. LICENSEE DISCLOSURE: (Check all that apply):

☒ **A.** Not Applicable.

☐ **B.** One or more parties to this Real Estate Contract acting as a ☐ Buyer ☐ Seller hold a valid Arkansas Real Estate License.

☐ **C.** One or more owners of any entity acting as ☐ Buyer ☐ Seller hold a valid Arkansas Real Estate License.

33. EXPIRATION: This Real Estate Contract expires if not accepted in writing by Seller on or before (month) January (day) 14, (year) 2022, at 5:00 ☐ (a.m.) ☒ (p.m.).

Real Estate Contract (Commercial)



Copyright
2021
Arkansas
REALTORS®
Association

Page 12 of 12

THIS IS A LEGALLY BINDING REAL ESTATE CONTRACT WHEN SIGNED BY THE PARTIES BELOW. READ IT CAREFULLY. YOU MAY EMPLOY AN ATTORNEY TO DRAFT THIS FORM FOR YOU. IF YOU DO NOT UNDERSTAND THE EFFECT OF ANY PART, CONSULT YOUR ATTORNEY BEFORE SIGNING. REAL ESTATE AGENTS CANNOT GIVE YOU LEGAL ADVICE. THE PARTIES SIGNED BELOW WAIVE THEIR RIGHT TO HAVE AN ATTORNEY DRAFT THIS FORM AND HAVE AUTHORIZED THE REAL ESTATE AGENT(S) TO FILL IN THE BLANKS ON THIS FORM.

THIS FORM IS PRODUCED AND COPYRIGHTED BY THE ARKANSAS REALTORS® ASSOCIATION. THE SERIAL NUMBER BELOW IS A UNIQUE NUMBER NOT USED ON ANY OTHER FORM. THE SERIAL NUMBER BELOW SHOULD BE AN ORIGINAL PRINTING, NOT MACHINE COPIED, OTHERWISE THE FORM MAY HAVE BEEN ALTERED. DO NOT SIGN THIS FORM IF IT WAS PREPARED AFTER DECEMBER 31, 2021.

FORM SERIAL NUMBER: 082978-900164-0708913

The above Real Estate Contract is executed by Buyer on
(month) 12/28/2021 2 01 PM CST (day) _____, (year) _____, at _____ ☐ (a.m.) ☐ (p.m.).

CBRE, Inc.

Selling Firm

Signature: _____ Signature: _____

Printed Name: **David Erstine** Printed Name: **Joe Conway**
Principal or Executive Broker Buyer

Signature: _____ Signature: _____

Printed Name: **David Erstine** Printed Name: _____
Selling Agent Buyer

The above Real Estate Contract is executed by Seller on
(month) _____ (day) _____, (year) _____, at _____ ☐ (a.m.) ☐ (p.m.).

Listing Firm

Signature: _____ Signature: _____

Printed Name: _____ Printed Name: _____
Principal or Executive Broker Seller

Signature: _____ Signature: _____

Printed Name: _____ Printed Name: _____
Listing Agent Seller

The above offer was ☐ rejected ☐ counter offered (Form Serial Number _____)

☐ Buyer informed of Notification of Existing Real Estate Contract Addendum
(Form Serial Number _____)

on (month) _____ (day) _____, (year) _____, at _____ ☐ (a.m.) ☐ (p.m.).

Seller's Initials

Seller's Initials

Page 12 of 12



RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO
A REAL ESTATE CONTRACT FOR THE SALE OF PROPERTY TO BUSBAM, LLC, OF
BENTONVILLE, ARKANSAS; AND FOR OTHER PURPOSES.**

WHEREAS, this .06 acre piece of property has contained a private fence for approximately two (2) decades which neither party realized was City of Bentonville property; and

WHEREAS, the fence owners have consistently maintained the property and have offered to pay Forty Thousand Dollars (\$40,000.00) for this purchase. The appraised value is Thirty-Seven Five Hundred Dollars (\$37,500.00); and

WHEREAS, the current function of this property is for the trail and the public's use will not be affected by the sale.

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

Section 1: The Mayor and City Clerk are authorized to enter into a real estate contract, with Busbam, LLC of Bentonville Arkansas, to sell a piece of property described in Exhibit "A" and Exhibit "A-2";

Section 2: The amount of this sale is Forty Thousand Dollars (\$40,000.00) and will not impact public trail use;

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

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

PASSED and APPROVED this _____ day of _____, 2022.

APPROVED:

Stephanie Orman, MAYOR

ATTEST:

Kirby Romines, CITY CLERK



Agenda Item Form

Date of City Council Meeting	1/11/2022
Department	Parks and Recreation
Submitted by	David Wright
Phone	479-271-6813

Item Type: (Check Applicable Item Type)					
☐ Budget Adjustment	☐ Change Order	☒ Informational	☐ Ordinance	☐ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
City Council approval of Mayor Orman's recommendation to reappoint Steven George and Justin Hundley and appoint Ashton Alsup and Brady Blake to the Parks and Recreation Advisory Board.					

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



Memo



To: City Council Members and Mayor Orman

From: David Wright, Parks and Recreation Director

Date: December 2, 2021

Re: City Council approval of Mayor Orman's recommendation to reappoint Steven George and Justin Hundley and appoint Brady Blake and Ashton Alsup to the 2022 Parks and Recreation Advisory Board

Parks and Recreation Staff seeks approval of the appointment of two new members, as well as the reappointment of two current members to the Parks and Recreation Advisory Board (PRAB). The PRAB is comprised of nine (9) members and one (1) City Council Member. PRAB member terms are three years in length and members are able to serve two (2) consecutive terms. By ordinance, the Mayor recommends potential members to the City Council for approval.

In November, staff began advertising openings for this position on the board. During the six week advertising period, a total of 23 residents applied for the vacant position.

A committee was created to interview potential new candidates. After interviewing the selected candidates, I forwarded our recommendations to the Mayor for her appointment. Steven George and Justin Hundley were selected to return to the board and serve their second term beginning in 2022. Brady Blake will replace Mike Power as his second term expired in December 2021. Ashton Alsup will replace Michelle Malashock who relocated away from the area. This term expires December 31, 2022.

If you have any questions, regarding this item, please contact me at 464.7275, or email dwright@bentonvillear.com.

Attachments:
PRAB Applications



January 6, 2021

To: City Council Members & City Clerk
From: Mayor Stephanie Orman
Subject: Reappointment of Steven George and Justin Hundley to the City of Bentonville's Parks and Recreation Advisory Board.

I recommend Steven George and Justin Hundley for reappointment to the City of Bentonville's Parks and Recreation Advisory Board. Mr. George and Mr. Hundley's terms will expire on December 31, 2024.

So

Stephanie Orman



January 6, 2022

To: City Council Members & City Clerk
From: Mayor Stephanie Orman
Subject: Appointment of Ashton Alsup to the City of Bentonville's Parks and Recreation Advisory Board.

I recommend Ashton Alsup for appointment to the City of Bentonville's Parks and Recreation Advisory Board. Mr. Alsup will be filling Michelle Malashock's unexpired term that will expire on December 31, 2022.

SO
Stephanie Orman

06/20/21

Boards and Commissions Application Form

Applicant Information

First Name Ashton

Last Name Alsup

Address

City Bentonville

State AR

Zip Code 72712

Home / Cell Phone

Email Address

Length of Bentonville
Residency 12 years

Employer Unilever

Occupation Sales

Business Phone

(Section Break)

References

Please provide 2 references

Name Jessica Street

Email Address

Address

City Bentonville

State AR

Zip Code 72712

Phone Number

Name	Kirby Romines
Email Address	
Address	
City	Bentonville
State	AR
Zip Code	72712
Phone Number	
Fax Number	Field not completed.

(Section Break)

Board Selection and Qualifications

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

Parks and Recreation Advisory Board

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

As a fourth generation resident of Northwest Arkansas, I have had the privilege of seeing our community grow and change first hand. I grew up visiting the original library in the Massey Hotel building and playing at Memorial Park. The town of Bentonville has shaped me into the person I am today, and it is with great pride I would like to take an active role in giving back. I am qualified for the Parks and Recreation Advisory Board because I love this town and care deeply about the people who live here. With a degree in Elementary Education, I am well versed in the needs of children and families from all walks of life. Combining my education with my extensive residency history, I hope to continue to grow Bentonville into a beacon of culture and activity in the state of Arkansas.

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

The population of Bentonville is on a steep upward climb. Every day this area is recruiting more young professionals to build their careers and start their families here. As a young professional myself, I can bring this unique perspective to the Board and advocate on behalf of these individuals. It is imperative Bentonville keep up with the demand of it's growing population by providing parks, trails, and services that support

the active lifestyles our residents are seeking and enrich our city's quality of life. Bentonville is and always will be my home. I am passionate about investing in its continued development for future generations to come.

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

A good idea becomes great with action put behind it. I have had the privilege of seeing our parks and trails system grow and evolve throughout the course of my life. A unique perspective, fresh ideas, and a passion for putting plans into action is what I hope to contribute to the Parks and Recreation Advisory Board. We need individuals who are willing to put in the time and effort to represent their neighbors in city-wide conversations that will reflect their hopes and desires for our community. It would be an immense honor to serve on this board and work diligently to promote and foster community engagement through our Parks and Recreation services, activities, and amenities.

(Section Break)

Qualifications for Serving

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

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

Yes

(Section Break)

Restrictions on Appointees

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

Agreement to Abide by Restrictions on Appointees

Ashton Alsup

Date

6/20/2021



January 6, 2022

To: City Council Members & City Clerk
From: Mayor Stephanie Orman
Subject: Appointment of Brady Blake to the City of Bentonville's Parks and Recreation Advisory Board.

I recommend Brady Blake for appointment to the City of Bentonville's Parks and Recreation Advisory Board. Mr. Blake's term will expire on December 31, 2024.


Stephanie Orman



APPLICATION FORM

For appointment to City of Bentonville Boards & Commissions

Please Print or Type all Answers

APPLICANT INFORMATION

Name Brady Blake
 If married, spouse's name Gina
 Home Address [REDACTED]
 City Bentonville Zip Code 72712
 Home/Cell Phone [REDACTED]
 Business Phone [REDACTED]
 Email Address [REDACTED]
 Occupation Marketing
 Employer Red Bull
 Length of Residency in Bentonville 13 yrs

FOR OFFICE USE ONLY

Board / Commission Appointed to:

Date of Appointment:

Term Expires:

Terminate:

Replaced:

REFERENCES

Name Dan Grover
 Phone [REDACTED]
 Email [REDACTED]
 Name Grea Chandler
 Phone [REDACTED]
 Email [REDACTED]

Please select all commissions / boards for which you would like to be considered:

- | | |
|--|---|
| ☐ Advertising & Promotion Commissions | ☐ NACA Board |
| ☐ Airport Advisory Board | ☐ Ozark Regional Transit Authority (Bville representative) |
| ☐ Bentonville Facility Board | ☒ Parks & Recreation Advisory Board |
| ☐ Board of Adjustment | ☐ Planning Commission |
| ☐ Bentonville House Authority | ☐ Public Art Advisory Committee |
| ☐ Criminal Nuisance Abatement Board | ☐ Tree & Landscape Advisory Committee |
| ☐ Library Advisory Board | ☐ Utility Board |

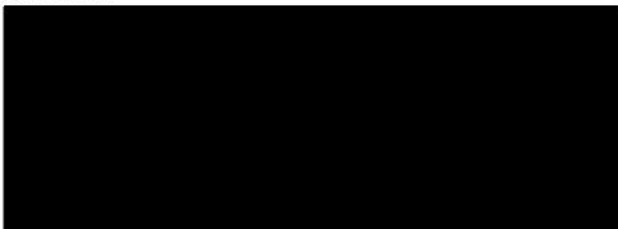
- What are your qualifications for serving on this commission or board, including education and expertise in the subject matter? In my 13 years here in Bentonville, you will be hard pressed to find anyone who has used the Parks & Rec facilities or been involved in youth sports more than me. I know the trails, I know the parks, I know the physical facilities, I know the fields. I also love Bentonville & want to see it continue to succeed.
- Why would you like to be considered for appointment to this commission or board? I understand how to get things done & how to present ideas to get people's attention & express a solution. I am willing to do the work & have connections to form partnerships. I am positive & look for solutions rather than problems.

Restrictions on Appointees

By signing below, applicants confirm their awareness that persons appointed to offices of the city are bound by the following rules:

1. It is unlawful to use or attempt to use a city position to gain special privileges or exemptions for yourself, family members, or others in a substantial financial relationship. A.C.A. § 21-8-304(a).
2. It is unlawful to accept employment or engage in public or professional conduct that would require or induce you to disclose confidential city information. A.C.A. § 21-8-304(b).
3. It is unlawful to use information gained by virtue of public service for personal gain or benefit. A.C.A. § 21-8-304(b).
4. It is unlawful to accept a gift or compensation, as defined by law, other than the income and benefits provided by the city, for the performance of the duties and responsibilities of your position. A.C.A. § 21-8-801(a).
5. It is unlawful to be interested, directly or indirectly, in the profits of any contract with the city unless disclosed and permitted by city council. A.C.A. § 14-42-107(b).
6. It is unlawful to receive or furnish utility services unless payment is made according to the usual and regular rates, and in the same manner as the general public. A.C.A. 14-42-108.
7. No person may serve as an officer of the city who has been convicted of a felony offense, or a misdemeanor offense that meets the following definitions:
 - a. Embezzlement of public money,
 - b. Bribery,
 - c. Forgery,
 - d. Abuse of office,
 - e. Tampering, or
 - f. An offense involving deceit, fraud, or false statement, including without limitation a misdemeanor offense related to the election process.

Signature:

A large black rectangular box redacting the signature.

Date

10/21/20