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, April 26, 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 April 26, 2022:**
https://us02web.zoom.us/webinar/register/WN_pYuMuAkrQrGyf5gdEb4R5A

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: April 12, 2022

AGENDA

1. Planning:

1a(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 Low Density Residential to Medium Density Residen-**

tial (Project Number: RZ22-0001) SW Adams Road and SW Regional Airport Boulevard.

(Pages 14-24)

The Planning Commission voted 6-0, recommending approval.

The Future Land Use Plan currently depicts this property as Low Density Residential. These areas include detached single-family residential properties with a typical density of 3-8 units per acre. While lot size and overall density may vary from one part of the city to another, these areas represent the predominant form of residential development in Bentonville.

The applicant is requesting to change the Future Land Use Map to Medium-Density Residential. Medium-density residential 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 3, Edge Growth, as identified in Chapter 4 of the Bentonville Community Plan. This area focuses on development in areas proximate to existing infrastructure to capitalize on municipal investment that has already taken place.

1a(2). **Ordinance changing real estate in the City of Bentonville, Arkansas, from its present zoning classification of C-1, Neighborhood Commercial to R-2, Medium Density Two Family & Townhome Residential (Project Number: RZ22-0001) SW Adams Road and SW Regional Airport Boulevard.**

(Pages 14-25)

The Planning Commission voted 6-0, recommending approval.

The requested R-2 District encourages the basic land use restrictions as the R-1 District. It allows a slightly higher population density than the R-1 District, with residential and related uses separated from commercial and industrial activity. Such a district shall encourage and maintain duplex and patio home development at appropriate locations.

The R-2 District has a dual purpose. First, the district should provide areas for the development of two-family residential structures. Second, the district should facilitate the conversion of one-family residences to two-family uses in established developed areas. The district may be located in developed areas or undeveloped areas of the city where an environment compatible with moderate density residential development can be established.

1b. **Ordinance accepting a lot split of Lot 31 of Coler Creek Subdivision, Phase 1 creating new Lots 32, 33, and 34 of Coler Creek Subdivision, Phase 1 to the City of Bentonville, Arkansas (Project Number: LS22-0014) 502 SW Brighton Drive.**

(Pages 27-29)

The Planning Commission voted 6-0, recommending approval.

A lot split of existing Lot 25 of Happy Home Subdivision, creating new Lot 26 (+/- 0.11 acres), Lot 27 (+/- 0.11 acres), and Lot 28 (+/- 0.11 acres) of Happy Home Subdivision. This plat dedicates a 20-foot access easement.

1c. **Ordinance accepting a lot split of un-platted section land, creating new Lot 1 of Row on Elm Subdivision to the City of Bentonville, Arkansas (Project Number: LS21-0030) 3102 SW 2nd Street.**

(Pages 30-32)

The Planning Commission voted 6-0, recommending approval.

A lot split of un-platted section land that creates new Lot 1 (+/-2.58 acres) of Row on Elm Subdivision. The plat dedicates various widths of right-of-way along SW 2nd Street per the requirements of the Master Street Plan. The right-of-way along NW Elm Tree Road meets the requirements of the Master Street Plan. The plat dedicates various public utility easements throughout the property.

1d. **Ordinance accepting a lot split of un-platted section land, creating new Lot 1 and Lot 2 of Aviator Subdivision to the City of Bentonville, Arkansas (Project Number: LS21-0031) South West Regional Airport Boulevard & SW Aviator Avenue.**

(Pages 33-36)

The Planning Commission voted 6-0, recommending approval.

A lot split of un-platted section land that creates new Lot 1 (+/- 2.82 acres) and Lot 2 (+/- 6.48 acres) of Aviator Subdivision. This plat dedicates various utility easements and right-of-way.

1e. **Ordinance accepting a property line adjustment of part of Lot 6 and all of Lot 17, Block 1, Braithwaite Park Addition, creating new Lot 18, Block 1, Braithwaite Park Addition to the City of Bentonville, Arkansas (Project Number: PLA22-0006) 1502 North Walton Boulevard.**

(Pages 37-39)

The Planning Commission voted 6-0, recommending approval.

A property line adjustment of part of existing Lot 6 and all of existing Lot 17, Block 1 creating new Lot 18 (+/-1.98 acres) of Braithwaite Park Addition. The current right-of-way meets the Master Street Plan requirements. The plat dedicates various public utility easements throughout the property.

1f. **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: RZ22-0018) 403 SE 7th Street.**

(Pages 40-47)

The Planning Commission voted 6-0, recommending approval.

The Future Land Use Plan currently depicts this property as Downtown Commercial. These areas typically 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.

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.

The DE district intends 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 request is consistent with the Future Land Use Map and Zoning District Alignment Policy which states that property in Priority Area 1: Downtown Intensification with a Future Land Use Classification of Downtown Commercial should be zoned either DC, DE, DN-4, or PUD.

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 DE zoning districts in the immediate area.

1g(1). **Resolution amending the City of Bentonville Future Land Use Map for a specific area from Residential Estate to Medium-Density Residential (Project Number: RZ22-0020) 1300 Tunbridge Drive.**

(Pages 48-55)

The Planning Commission voted 6-0, recommending approval.

The Future Land Use Plan currently depicts this property as Residential Estate. The applicant requests a change in the Future Land Use Plan to 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 2, Infill, as identified in Chapter 4 of the Bentonville Community Plan.

1g(2). **Ordinance changing real estate in the City of Bentonville, Arkansas, from its present zoning classification of A-1, Agricultural to R-ZL, Zero Lot (Project Number: RZ22-0020) 1300 Tunbridge Drive.**

(Pages 48-57)

The Planning Commission voted 6-0, recommending approval.

The R-ZL District is a moderate density residential district designed to allow and encourage the development of a variety of dwelling types including “zero lot line” units suitable for a low cost per unit development. To be approved, an R-ZL district must be efficient in the use of land and utilities. It should be considered compatible with other residential uses and may be used to create a transition from low density residential zones to medium and high-density residential zones.

This request is not consistent with the Future Land Use Map and Zoning District Alignment Policy. However, a change in the Future Land Use Plan to Medium-Density Residential would support a rezone to R-ZL, as property in Priority Area 2: Infill with a Future Land Use Classification of Medium-Density Residential should be zoned either R-2, R-3, R-ZL, PRD, or RO.

This request is not consistent with the Future Land Use Plan, however, it is consistent with some of the surrounding zoning districts and development patterns in the area, as there are many existing R-ZL lots to the east of the subject property.

1h. **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: RZ22-0021) 704 NE A Street.**

(Pages 58-61)

The Planning Commission voted 6-0, recommending approval.

The Future Land Use Plan 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.

The requested DN-2 zoning designation intends to allow for 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.

This request is consistent with the Future Land Use Map and Zoning District Alignment Policy which states that property in Priority Area 1: Downtown Intensification with a Future Land Use Classification of Medium Density Residential should be zoned either DN-2, RC-2, or PRD.

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 is existing DN-2 zoning in the immediate area.

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: RZ22-0022) 803 NE A Street.**

(Pages 62-67)

The Planning Commission voted 6-0, recommending approval.

The Future Land Use Plan currently depicts this property as Medium-Density Residential. Medium-Density 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. This request is consistent with the Future Land Use Map and Zoning District Alignment Policy which states that property in Priority Area 1: Downtown Intensification with a Future Land Use Classification of Medium Density Residential should be zoned either DN-2, RC-2, or PRD.

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.

2. This is a cost recovery fee for staff time involved in the administration of the Code Enforcement lien process. By transitioning from citations to a remediation and lien process, Code Enforcement can be more responsive and quicker to action, meaning faster resolution timeframes and more visible results to the public.

   During the lien process, the Code Enforcement Officer makes two visits to the site, prepares violation letters, sends letters via certified mail, coordinates remediation through a contractor, and verifies compliance. Code Enforcement cases also involve the Planning Services Manager and Staff Attorney. An administrative mobilization fee should help discourage repeat offenses and prevent the city from providing mowing as a public service. **(Pages 68-71)**

3. A resolution endorsing the temporary installation of artwork titled "Canoe Canoe" by artist Jeff Zischke on public property at Lake Bentonville Park. The installation consists of three painted aluminum canoes used as benches to be on display for approximately three years. Oz Art, LLC presented the art proposal to the Public Art Advisory Committee (PAAC) on March 8, 2022. Both the PAAC and the Parks and Recreation Advisory Board have approved the installation. The artwork, installation, maintenance and deinstallation will be funded by Oz Art, LLC and there is no cost to the city. Proposal attached. **(Pages 72-82)**

4. A resolution endorsing the temporary installation of artwork titled "Pop!" by Quartierdes Spectacles on public property downtown. The Amazeum is bringing this temporary piece for public engagement during the month of May as part of their annual UnGala fundraiser. Both the PAAC and the Parks and Recreation Advisory Board have approved the installation. The artwork, installation, maintenance and deinstallation will be funded by the Amazeum and there is no cost to the city. Proposal attached. **(Pages 83-85)**

5. A resolution to enter into an agreement with CACHE for membership in the Municipal Arts Alliance with other municipalities in Northwest Arkansas and for public art related consulting services. The total cost of the agreement is $26,440.00. The Visit Bentonville Advertising and Promotion Commission has

agreed to fund half of the cost of the agreement, in the amount of $13,220.00. The remaining half will be funded out of the professional services account in the Planning Department budget, in the amount of $13,220.00. **(Pages 86-92)**

6. Resolution amending the agreement with ESO for the Fire Department Records Management System (RMS) to include three additional months of billing. This allows the entire RMS package (Fire and EMS) to be billed on one billing cycle. **(Pages 93-98)**

7. Resolution approving a Budget Adjustment and authorizing the Mayor and City Clerk to enter in to the third and final amendment to Clinard Construction contract to complete the build out of the fire department training facility. This Budget Adjustment is in the amount of $393,172.38, and includes approximately $100,000.00 for contingency. **(Pages 99-116)**

8. Ordinance to approve a Waiver of Bid to purchase a proprietary outdoor vortex total containment bullet trap system from Action Target, Inc., through the participation in the General Services Administration (GSA) Cooperative (Co-op); contract #GS07F0482Y. Use of a Co-Op is allowed pursuant to Arkansas State Schedule 19-11-249; pricing for multiple items included in this purchase, to include all equipment, shipping, installation, and warranty, matches the U.S General Services Administration (GSA) Cooperative Contract pricing. This purchase is part of the 2021 bond extension voted on April 13, 2021 for a law enforcement training facility. The bullet trap is used to stop and collect projectiles to prevent overpenetration and stray shots, provides excellent lead containment, and will increase overall safety of the live fire range. Pricing includes all equipment, shipping, factory installation, warranty, and applicable taxes. **(Pages 117-133)**

9. Resolution setting a public hearing for May 10, 2022 for a Street Right of Way Vacation requested by Wal-Mart Stores, Inc. for SE 5th Street between SE J Street and SE Martin Luther King Jr. Parkway (VAC22-0009). **(Pages 134-137)**

10. Resolution setting a public hearing for May 10, 2022 for a Utility Easement Vacation requested for 2380 SW Aviation, Thaden Addition (VAC22-0011). **(Pages 138-140)**

11. Resolution approving a Budget Adjustment for cost incurred during the February and March 2022 snow events (see attachments). **(Pages 141-145)**

12. Resolution to approve a Budget Adjustment and Change Order for the McCollum Road Sidepath project. Change Order 1 adds $16,384.99 and 273 days to the current contract with Diamond C Construction. **(Pages 146-151)**

13. Resolution requested by Parks and Recreation Staff for City Council approval of a Budget Adjustment, in the amount of $4,641.00, recognizing revenue from a recent real estate transaction. **(Pages 152-162)**

14. Resolution requested by Parks and Recreation Staff for City Council approval of a budget adjustment and to accept a grant valued at $1,240,538.76 from the Walton Family Foundation to assist with the construction of the McKissic Creek Trail. **(Pages 163-170)**

15. Resolution requested by Parks and Recreation Staff for City Council approval to enter into an agreement with CEI Engineering Associates Inc. for the construction administration of the McKissic Creek Trail totaling $45,000.00. **(Pages 171-181)**

16. Resolution requested by Parks and Recreation Staff for City Council approval to award Bid IFB 22-23 in the amount of $1,164,538.76 to Milestone Construction for the purchase of materials, labor and services to construct the McKissic Creek Trail. **(Pages 182-205)**

17. Resolution authorizing the Mayor and City Clerk enter into an amended agreement with Crafton Tull and Associates, in the value of $1,159,790.00, plus reimbursables not to exceed $15,000.00, for the expansion and renovation of the 50 acre Phillips Park sports complex. **(Pages 206-217)**

18. Resolution authorizing the Mayor and City Clerk enter into an amended easement with Black Hills Energy to avoid a future pipeline disrupting building infrastructure. **(Pages 218-225)**

City Council Agenda Items

For the City Council Meeting of April 26, 2022

From the April 19, 2022 Planning Commission Meeting

1a. 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 Low Density Residential to Medium Density Residential (Project Number: RZ22-0001) SW Adams Road and SW Regional Airport Boulevard.

The Planning Commission voted 6-0, recommending approval.

The Future Land Use Plan currently depicts this property as Low Density Residential. These areas include detached single-family residential properties with a typical density of 3-8 units per acre. While lot size and overall density may vary from one part of the city to another, these areas represent the predominant form of residential development in Bentonville.

The applicant is requesting to change the Future Land Use Map to Medium-Density Residential. Medium-density residential 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 3, Edge Growth, as identified in Chapter 4 of the Bentonville Community Plan. This area focuses on development in areas proximate to existing infrastructure to capitalize on municipal investment that has already taken place.

1b. Ordinance changing real estate in the City of Bentonville, Arkansas, from its present zoning classification of C-1, Neighborhood Commercial to R-2, Medium Density Two Family and Townhome Residential (Project Number: RZ22-0001) SW Adams Road and SW Regional Airport Boulevard.

The Planning Commission voted 6-0, recommending approval.

The requested R-2 District encourages the basic land use restrictions as the R-1 District. It allows a slightly higher population density than the R-1 District, with residential and related uses separated from commercial and industrial activity. Such a district shall encourage and maintain duplex and patio home development at appropriate locations.

The R-2 District has a dual purpose. First, the district should provide areas for the development of two-family residential structures. Second, the district should facilitate the conversion of one-family residences to two-family uses in established developed areas. The district may be located in developed areas or undeveloped areas of the city where an environment compatible with moderate density residential development can be established.

2. **Ordinance accepting a lot split of Lot 31 of Coler Creek Subdivision, Phase 1 creating new Lots 32, 33, and 34 of Coler Creek Subdivision, Phase 1 to the City of Bentonville, Arkansas (Project Number: LS22-0014) 502 SW Brighton Drive.**

The Planning Commission voted 6-0, recommending approval.

A lot split of existing Lot 25 of Happy Home Subdivision, creating new Lot 26 (+/- 0.11 acres), Lot 27 (+/- 0.11 acres), and Lot 28 (+/- 0.11 acres) of Happy Home Subdivision. This plat dedicates a 20-foot access easement.

3. **Ordinance accepting a lot split of un-platted section land, creating new Lot 1 of Row on Elm Subdivision to the City of Bentonville, Arkansas (Project Number: LS21-0030) 3102 SW 2nd Street.**

The Planning Commission voted 6-0, recommending approval.

A lot split of un-platted section land that creates new Lot 1 (+/-2.58 acres) of Row on Elm Subdivision. The plat dedicates various widths of right-of-way along SW 2nd Street per the requirements of the Master Street Plan. The right-of-way along NW Elm Tree Road meets the requirements of the Master Street Plan. The plat dedicates various public utility easements throughout the property.

4. **Ordinance accepting a lot split of un-platted section land, creating new Lot 1 and Lot 2 of Aviator Subdivision to the City of Bentonville, Arkansas (Project Number: LS21-0031) South West Regional Airport Boulevard & SW Aviator Avenue.**

The Planning Commission voted 6-0, recommending approval.

A lot split of un-platted section land that creates new Lot 1 (+/- 2.82 acres) and Lot 2 (+/- 6.48 acres) of Aviator Subdivision. This plat dedicates various utility easements and right-of-way.

5. **Ordinance accepting a property line adjustment of part of Lot 6 and all of Lot 17, Block 1, Braithwaite Park Addition, creating new Lot 18, Block 1, Braithwaite Park Addition to the City of Bentonville, Arkansas (Project Number: PLA22-0006) 1502 North Walton Boulevard.**

The Planning Commission voted 6-0, recommending approval.

A property line adjustment of part of existing Lot 6 and all of existing Lot 17, Block 1 creating new Lot 18 (+/-1.98 acres) of Braithwaite Park Addition. The current right-of-way meets the Master Street Plan requirements. The plat dedicates various public utility easements throughout the property.

6. 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: RZ22-0018) 403 SE 7th Street.

The Planning Commission voted 6-0, recommending approval.

The Future Land Use Plan currently depicts this property as Downtown Commercial. These areas typically 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.

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.

The DE district intends 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 request is consistent with the Future Land Use Map and Zoning District Alignment Policy which states that property in Priority Area 1: Downtown Intensification with a Future Land Use Classification of Downtown Commercial should be zoned either DC, DE, DN-4, or PUD.

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 DE zoning districts in the immediate area.

7a. Resolution amending the City of Bentonville Future Land Use Map for a specific area from Residential Estate to Medium-Density Residential (Project Number: RZ22-0020) 1300 Tunbridge Drive.

The Planning Commission voted 6-0, recommending approval.

The Future Land Use Plan currently depicts this property as Residential Estate. The applicant requests a change in the Future Land Use Plan to 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 2, Infill, as identified in Chapter 4 of the Bentonville Community Plan.

7b. Ordinance changing real estate in the City of Bentonville, Arkansas, from its present zoning classification of A-1, Agricultural to R-ZL, Zero Lot (Project Number: RZ22-0020) 1300 Tunbridge Drive.

The Planning Commission voted 6-0, recommending approval.

The R-ZL District is a moderate density residential district designed to allow and encourage the development of a variety of dwelling types including "zero lot line" units suitable for a low cost per unit development. To be approved, an R-ZL district must be efficient in the use of land and utilities. It should be considered compatible with other residential uses and may be used to create a transition from low density residential zones to medium and high-density residential zones.

This request is not consistent with the Future Land Use Map and Zoning District Alignment Policy. However, a change in the Future Land Use Plan to Medium-Density Residential would support a rezone to R-ZL, as property in Priority Area 2: Infill with a Future Land Use Classification of Medium-Density Residential should be zoned either R-2, R-3, R-ZL, PRD, or RO.

This request is not consistent with the Future Land Use Plan, however, it is consistent with some of the surrounding zoning districts and development patterns in the area, as there are many existing R-ZL lots to the east of the subject property.

8. 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: RZ22-0021) 704 NE A Street.

The Planning Commission voted 6-0, recommending approval.

The Future Land Use Plan 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.

The requested DN-2 zoning designation intends to allow for 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.

This request is consistent with the Future Land Use Map and Zoning District

Alignment Policy which states that property in Priority Area 1: Downtown Intensification with a Future Land Use Classification of Medium Density Residential should be zoned either DN-2, RC-2, or PRD.

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 is existing DN-2 zoning in the immediate area.

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: RZ22-0022) 803 NE A Street.

The Planning Commission voted 6-0, recommending approval.

The Future Land Use Plan currently depicts this property as Medium-Density Residential. Medium-Density 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). This request is consistent with the Future Land Use Map and Zoning District Alignment Policy which states that property in Priority Area 1: Downtown Intensification with a Future Land Use Classification of Medium Density Residential should be zoned either DN-2, RC-2, or PRD.

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.

CRT Airport Road Properties, LLC

SW Regional Airport Boulevard & SW Adams Road

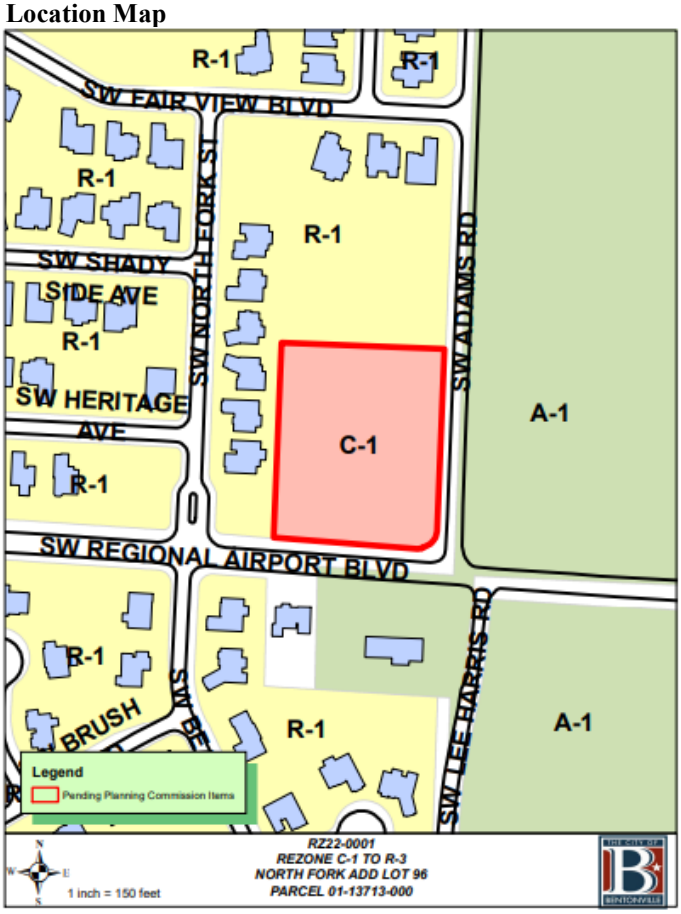
PC Date: 4/19/2022

Reviewer: Jon Stanley, Senior Planner, ASLA, APA

Project Number	RZ22-0001
Applicant / Current Owner	CRT Airport Road Properties LLC
Site Area	+/- 2.51 acres
Current Zoning	C-1, Neighborhood Commercial
Requested Zoning	R-2, Medium Density Two Family and Townhome Residential
Future Land Use Map Designation	Low-Density Residential (LDR)
Requested Future Land Use Map Designation	Medium-Density Residential (MDR)

https://arcg.is/08HvK8

Location Map



Property Description

This property is located at the northwest corner of the intersection of SW Regional Airport Boulevard and SW Adams Road. Adjacent zoning districts are R-1, Low Density Single-Family Residential to the north, west, and south as well as Benton County to the south and A-1, Agricultural to the east.

Relationship to the Bentonville Community Plan

The Future Land Use Plan currently depicts this property as Low Density Residential. The applicant is requesting to change the Future Land Use Map to Medium-Density Residential. Medium-Density Residential 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 3, Edge Growth, as identified in Chapter 4 of the Bentonville Community Plan. This area focuses on development in areas proximate to existing infrastructure to capitalize on municipal investment that has already taken place.

Public Comment

At the time of writing this staff report, staff has received public comment on this item. See attached.

Analysis

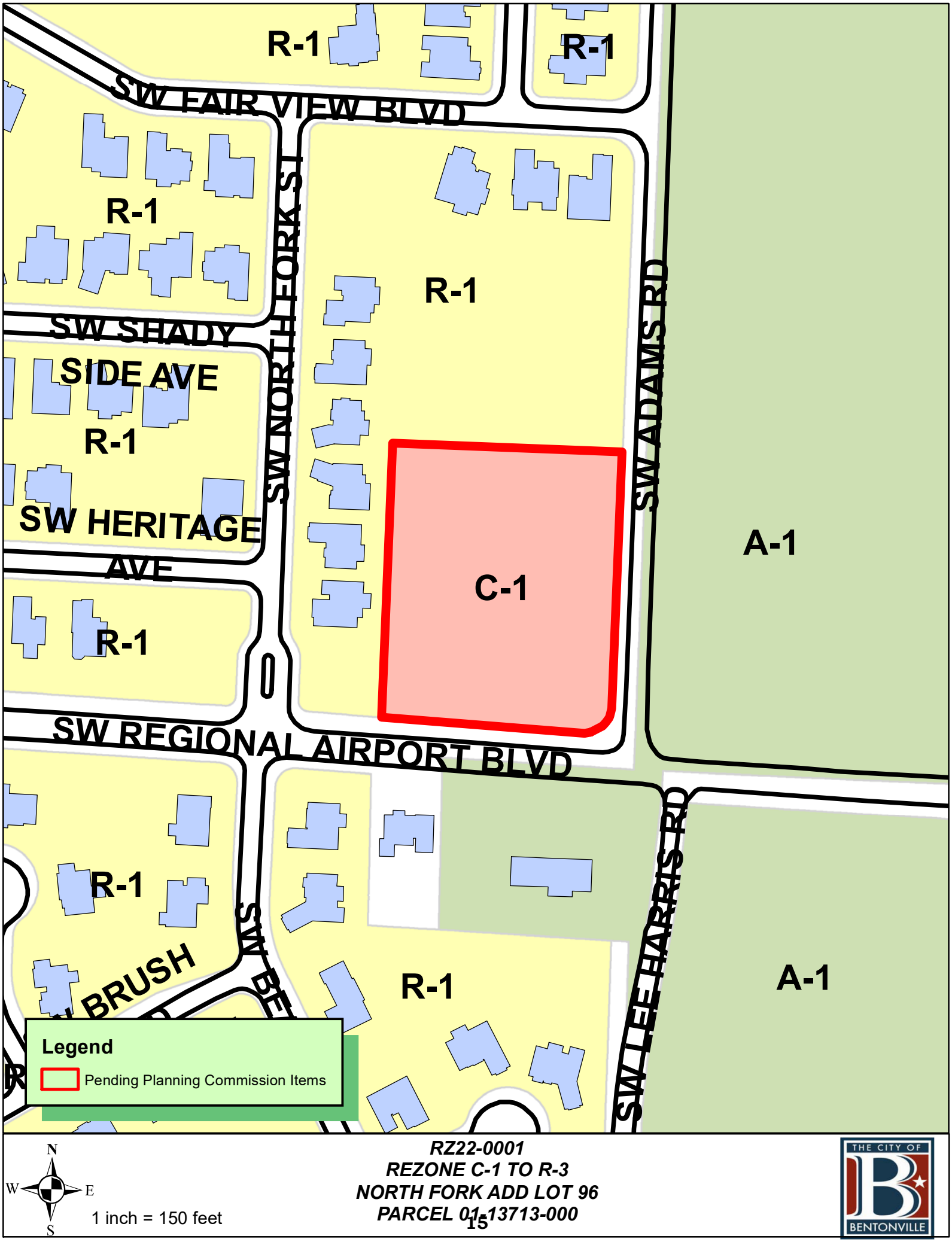
The requested R-2 District encourages the same basic land use restrictions as the R-1 District. It allows a slightly higher population density than the R-1 District, with residential and related uses separated from commercial and industrial activity. Such a district shall encourage and maintain duplex and patio home development at appropriate locations.

The R-2 District has a dual purpose. First, the district should provide areas for the development of two-family residential structures. Second, the district should facilitate the conversion of one-family residences to two-family uses in established areas. The district may be located in developed areas or undeveloped areas of the city where an environment compatible with moderate density residential development can be established.

Conclusion

This rezoning request is not consistent with the current land use plan. However, the property's location at the intersection of two arterial streets, the Community Plan and Zoning Code's support for mixed uses along local arterials and state highways, and immediate availability of public infrastructure to the site may all be credible reasons to support the applicant's Future Land Use Plan amendment to Medium Density Residential.

Should the Planning Commission approve the Future Land Use Plan Amendment, planning staff recommends approval of the rezoning request. Should the Planning Commission deny the Future Land Use Plan Amendment, planning staff recommends denial of the rezoning.



RZ22-0001
REZONE C-1 TO R-3
NORTH FORK ADD LOT 96
PARCEL 01-13713-000

SWOPE
ENGINEERING
Civil Engineering and Land Surveying
www.swopeengineering.com

December 29th, 2021

City of Bentonville
305 SW A Street
Bentonville, AR

RE: Rezone, SW Adams Rd and SW Regional Airport Blvd

Planning Department,

Please accept this rezoning of land from C-1 to R-3. The developer intends to develop townhomes at a density of approximately 8 units per acre on this 2.5-acre tract. There are no pending land sales. The traffic in this area is moderate due to its frontage along Highway 12. This project will not significantly impact traffic (or itself be impacted) due to its close proximity to the highway. No signage is currently proposed, but any proposed signage would meet city requirements.

The proposed townhomes will use high-quality building materials and will comply with all of the city's architectural requirements.

The land has direct access to both water and sewer lines. A 12" sanitary line and a 12" water main are both available on the south property line.

Sincerely,

[redacted]

Phil Swope, PE
Project Engineer

RZ22-0001

NOTICE OF INTENT TO REZONE

Swope Engineering has requested the Bentonville Planning Commission to set a public hearing date to consider rezoning the following property from C-1 Commercial to R-3 medium density residential

The legal description of the property is as follows:

PLAT 2/02/06 2006-124 (NEIGHBORHOOD COMMERCIAL)

The common description of the property is: SW Adams and Airport Rd

Proposed land use: Townhomes

The public hearing will be held February 1st, 20 22 at 5:00 p.m. It will be held at 305 SW A Street.

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

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

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

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

☐ I/we have no objections to the rezoning.

☒ I/we object to the rezoning because:

My wife + I do not believe this rezoning aligns with the POA's established requirements. We also don't like the potential impact with rental town homes that could impact property values + increase of potential crimes that commonly accompanies lower income living units.

[redacted]

Bentonville, AR 72713

Physical Address

RZ22-0001

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

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

☐ I/we have no objections to the rezoning.

☒ I/we object to the rezoning because:

of a potential in decrease of our property value with townhomes in sight, because of destruction of our view and privacy in our backyard

[redacted]

Physical Address

NOTICE OF INTENT TO REZONE

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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:

(1) Defeats entire purpose of owning a home in a subdivision (2) rental property is not taken care of the same as a home owner. Reduces property values (3) SRE Affects our privacy. (4) this lot is part of our subdivision has to meet same reg. as homes

[redacted], Bentonville, AR 72713
Physical Address

(5) increased crime due to no regulations all up to property management
(6) lot too small for this property.
(7) when we purchased our home we were told this was A lot (Here) not commercial or rental property. We would have not bought our home if this was the case. Lots of options 5 yrs ago. We thought we were protected from this issue even being possible

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: (1) This will affect our property value, (2) This will create congested traffic & (3) there is possibility of the crime rate elevating due to different occupants coming & going among others.

[redacted]

Physical Address Bentonville AR 72713

R722000

NOTICE OF INTENT TO REZONE

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PLAT 2/02/06 2006-124 (NEIGHBORHOOD COMMERCIAL)

The common description of the property is: SW Adams and Airport Rd

Proposed land use: Townhomes

The public hearing will be held February 1st, 20 22 at 5:00 p.m. It will be held at 305 SW A Street.

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

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

☐ I/we have no objections to the rezoning.
☑ I/we object to the rezoning because: The intended use of this property will fall outside the scope and design of the overall neighborhood which will have a negative affect on current property values. It is also our understanding in addition, that it will not meet the requirements outlined in the POA.

[redacted] Bentonville
Physical Address

RZ22-0001

NOTICE OF INTENT TO REZONE

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

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

☐ I/we have no objections to the rezoning.

☑ I/we object to the rezoning because:

I, Irene Flowers object to the rezoning because, When we bought our retirement home never thought I would have townhomes right up to my backyard. I will never be able to open my blinds or the back door of my home. This will force me to move & I've been here

[redacted]

Physical Address

BENTONVILLE, AR 72713

NOTICE OF INTENT TO REZONE

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3. Use the bottom of this form to express your opinion by checking the appropriate box. (This may also be delivered or mailed to the above address.)

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

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

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

We Bought Our Property With Expectations No housing Behind us. This will also Negatively impact Our Property Value.

Patricia [redacted]

RESOLUTION NO. _____

A RESOLUTION AMENDING THE CITY OF BENTONVILLE FUTURE LAND USE MAP, FOR A SPECIFIC AREA, FROM GENERAL COMMERCIAL TO MEDIUM-DENSITY RESIDENTIAL; AND FOR OTHER PURPOSES.
(PROJECT NUMBER: RZ22-0001).

WHEREAS, CRT Airport Road Properties, 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 land use classification of GENERAL COMMERCIAL to MEDIUM-DENSITY RESIDENTIAL, which property is described as follows:

LOT 96 OF NORTH FORK ADDITION TO BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT FILED UNDER BOOK 2006 AND PAGE 124, RECORDED IN THE BENTON COUNTY CLERK'S OFFICE, BENTONVILLE, ARKANSAS;

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held April 19, 2022 at the Council Chambers of the City of Bentonville;

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

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

NOW THEREFORE, BE IT RESOLVED 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 GENERAL COMMERCIAL to MEDIUM-DENSITY RESIDENTIAL on the City of Bentonville Future Land Use Map;

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

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

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

PASSED AND APPROVED this ___ day of _____, 2022.

ATTEST: **APPROVED:**

_____ _____
Kirby Romines, City Clerk **Stephanie Orman, Mayor**

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF C-1, NEIGHBORHOOD COMMERCIAL TO R-2, MEDIUM DENSITY TWO FAMILY AND TOWNHOME RESIDENTIAL; AND FOR OTHER PURPOSES.

(PROJECT NUMBER: RZ22-0001).

WHEREAS, CRT Airport Road Properties, 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 C-1, Neighborhood Commercial to R-2, Medium Density Two Family and Townhome Residential to be used in accordance with city zoning laws and state laws, which property is described as follows:

LOT 96 OF NORTH FORK ADDITION TO BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT FILED UNDER BOOK 2006 AND PAGE 124, RECORDED IN THE BENTON COUNTY CLERK'S OFFICE, BENTONVILLE, ARKANSAS;

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held April 19, 2022 in the Council Chambers of the City of Bentonville;

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

WHEREAS, the Planning Commission voted to recommend to the City Council that the petition be approved and that said property be rezoned from its present classification of C-1, Neighborhood Commercial to R-2, Medium Density Two Family and Townhome Residential R-2, Medium Density Two Family and Townhome 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 C-1, Neighborhood Commercial to R-2, Medium Density Two Family and Townhome Residential to R-2, Medium Density Two Family and Townhome Residential be used in accordance with the city zoning laws and state laws;

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

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

PASSED AND APPROVED this_____ day of _____, 2022.

APPROVED:

ATTEST:

_____
Stephanie Orman, Mayor

_____
Kirby Romines, City Clerk

Consent Agenda Items

For the Planning Commission meeting on April 19, 2022

Reviewer: Elizabeth Johnson, Senior Planner, AICP

- At the Technical Review meeting held on April 12, 2022 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 32, 33, and 34 of Coler Creek Subdivision Phase 1, Cornerstone Construction Homes Inc., 502 SW Brighton Drive, R-1, Low Density Single-Family Residential, *LS22-0014*

A lot split of existing Lot 31 creating new Lot 32 (+/-15.52 acres), Lot 33 (+/-5.40 acres), and Lot 34 (+/-5.50 acres) of Coler Creek Subdivision Phase 1. The plat dedicates various widths of right-of-way along SW 2nd Street per the requirements of 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 Row on Elm Subdivision, Sterling Holdings, LLC and Paradigm Business Concepts, LLC, 3102 SW 2nd Street, R-3, Medium-High Density Multifamily Residential, *LS21-0030*

A lot split of un-platted section land that creates new Lot 1 (+/-2.58 acres) of Row on Elm Subdivision. The plat dedicates various widths of right-of-way along SW 2nd Street per the requirements of the Master Street Plan. The right-of-way along NW Elm Tree Road meets the requirements of the Master Street Plan. The plat dedicates various public utility easements throughout the property.

Lot Split: Lots 1 & 2 of Aviator Subdivision, ARIA Holdings, LLC, South West Regional Airport Boulevard & SW Aviator Avenue, R-4, High Density Multifamily Residential, *LS21-0031*

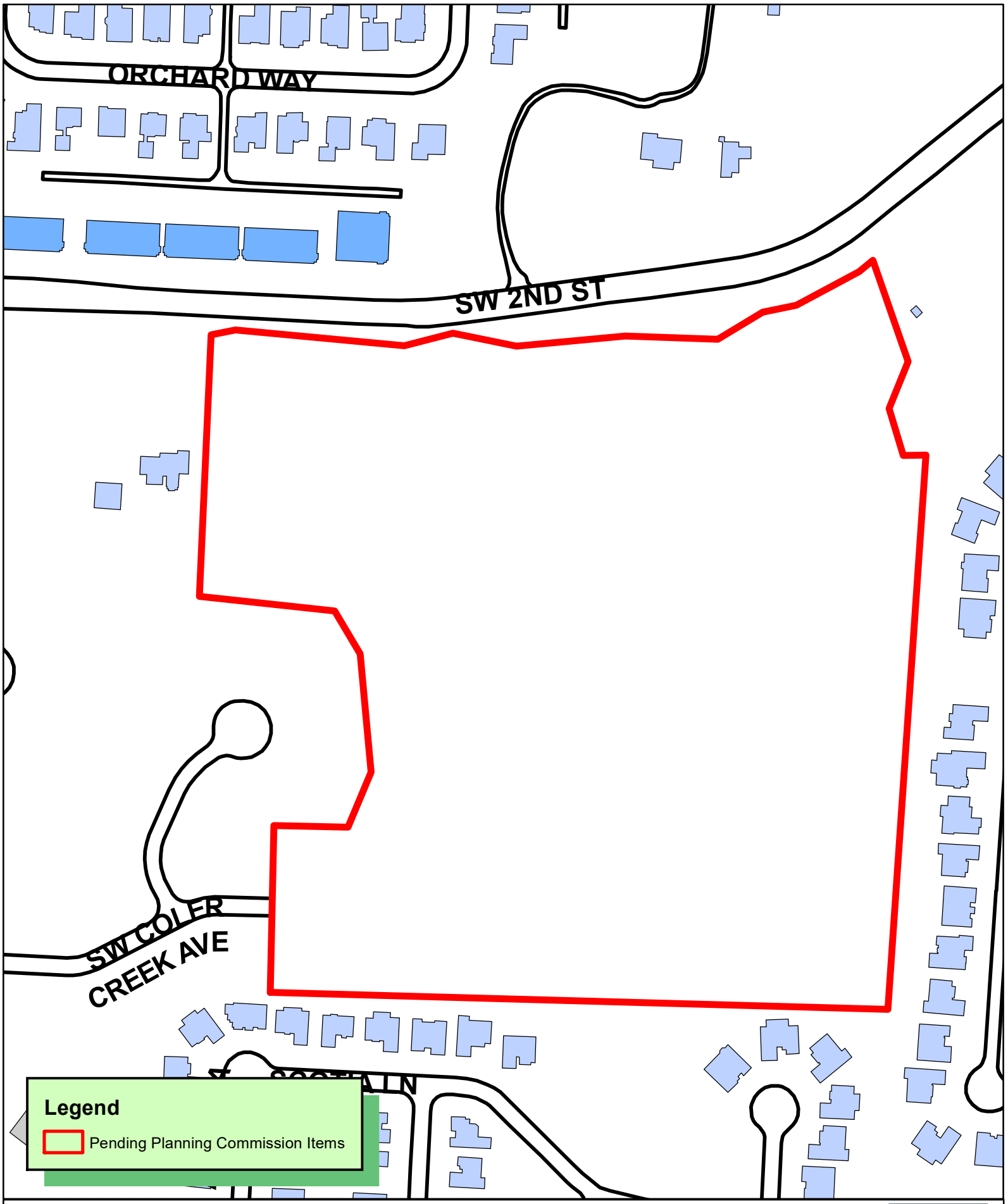
A lot split of un-platted section land creating two lots. Lot 1 (+/- 2.82 acres), and Lot 2 (+/- 6.48 acres) creating Aviator Subdivision. This plat dedicates various utility easements and right-of-way.

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

Property Line Adjustment: Lot 18, Block 1 of Braithwaite Park Addition, FHI Bentonville, LLC, and Wal-Mart Real Estate Business Trust, 1502 North Walton Boulevard, C-2, General Commercial, *PLA22-0006*

A property line adjustment of part of existing Lot 6 and all of existing Lot 17, Block 1 creating new Lot 18 (+/-1.98 acres) of Braithwaite Park Addition. The current right-of-way meets the Master Street Plan requirements. The plat dedicates various public utility easements throughout the property.

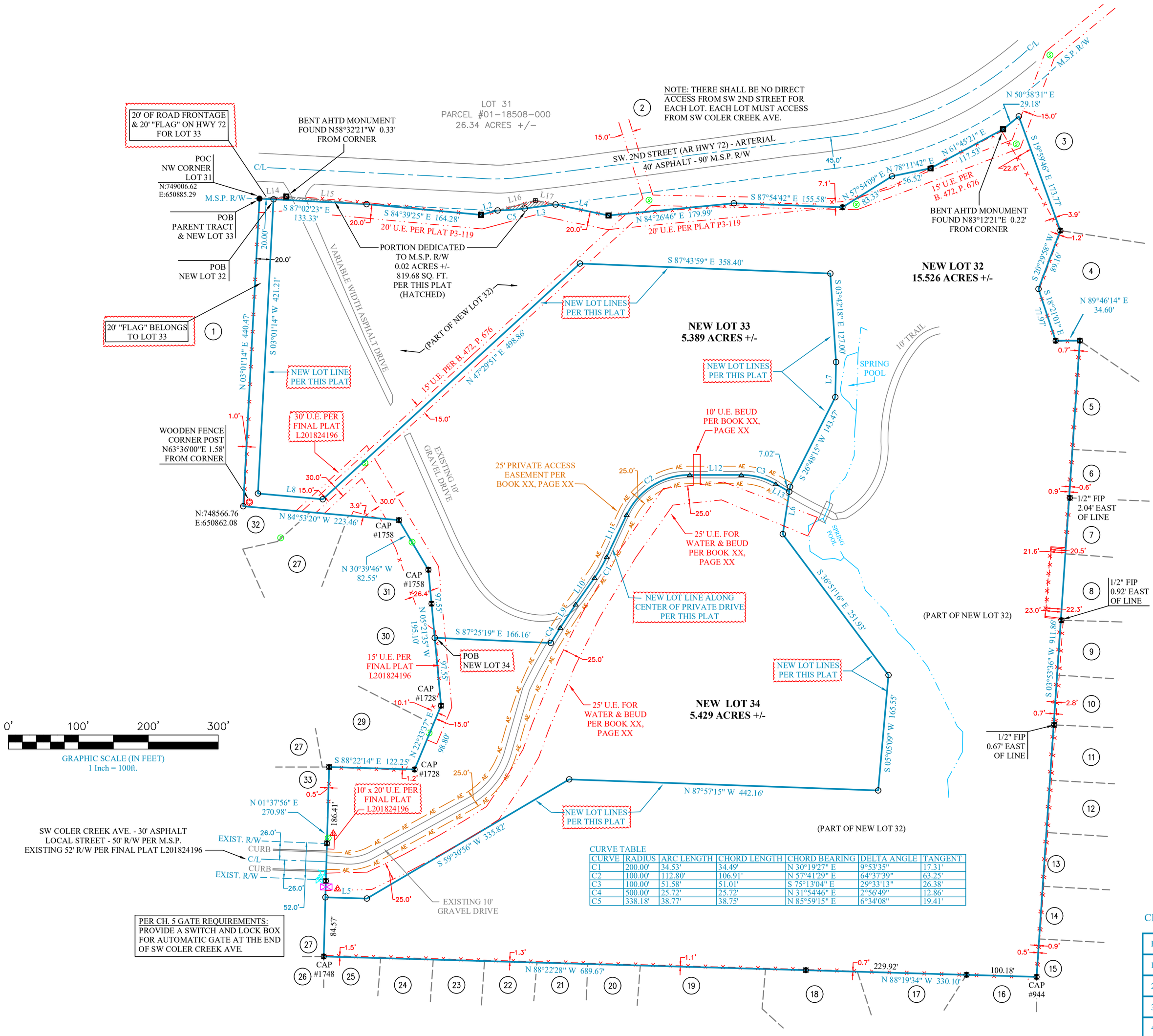
(Please click on this link to access the vicinity map for this item: https://arcg.is/08HvK8)



LS22-0014 4/19/22
LOT SPLIT
NCOLER CREEK SUBDIVISION
LOT 31 CREATING LOTS 32-34

"EXHIBIT A"

LOT SPLIT OF LOT 31, COLER CREEK SUBDIVISION, PHASE 1, CREATING NEW LOTS 32, 33, & 34 (PAGE 2 OF 2)



LINE TABLE

LINE	BEARING	DISTANCE
L1	S 87°02'23" E	133.33'
L2	N 75°08'16" E	24.58'
L3	N 82°36'47" E	44.57'
L4	S 78°19'33" E	77.44'
L5	N 88°21'26" W	59.24'
L6	S 08°40'48" W	68.43'
L7	S 01°17'17" W	50.25'
L8	S 84°53'20" E	92.98'
L9	N 33°23'11" E	39.89'
L10	N 35°16'15" E	46.63'
L11	N 25°22'40" E	66.61'
L12	S 89°59'41" E	73.61'
L13	S 60°26'28" E	22.20'
L14	N 85°52'27" E	38.75'
L15	S 84°39'25" E	114.98'
L16	N 75°08'16" E	56.03'
L17	S 78°19'33" E	29.31'

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE	TANGENT
C1	200.00'	34.53'	34.49'	N 30°19'27" E	9°53'35"	17.31'
C2	100.00'	112.80'	106.91'	N 57°41'29" E	64°37'39"	63.25'
C3	100.00'	51.58'	51.01'	S 75°13'04" E	29°33'13"	26.38'
C4	500.00'	25.72'	25.72'	N 31°54'46" E	2°56'49"	12.86'
C5	338.18'	38.77'	38.75'	N 85°59'15" E	6°34'08"	19.41'

CITY OF BENTONVILLE PROJECT # LS22-0014

REVISION #	DATE
1. REVISED PLAT PER 1ST SUBMITTAL COMMENTS	4-1-2022
2.	
3.	
4.	
5.	

RECORDING NUMBER/DATE

LEGEND:
THESE STANDARD SYMBOLS WILL BE FOUND IN THE DRAWING.
FOUND 5/8" REBAR
SET 5/8" REBAR/CAP
FOUND ALUM. MONUMENT
FOUND 1/2" REBAR
COMPUTED POINT
AHTD SIGN
YARD HYDRANT
FIRE HYDRANT
SANITARY SEWER MH
WATER VALVE
GAS METER
ELECTRICAL BOX
BOUNDARY LINE (MEASURED)
BOUNDARY LINE (EXISTING)
FORTY LINE/ TIE LINE
CENTERLINE OF ROAD
RIGHT-OF-WAY
FENCE
UTILITY EASEMENT
CENTERLINE OF SPRING

Location Map:
R-31-W
35
T-20-N

Bates & Associates, Inc.
Engineers · Surveyors · Landscape Architects
7230 S. Pleasant Ridge Dr · Fayetteville, Arkansas 72704 · 479.442.9590 · Fax 479.521.5359

BATES & ASSOCIATES, INC. - Copyright 2022
This survey was conducted for the person or persons whose name(s) appear on this plat. This plat is protected by copyright. No one, including the person(s) named may reproduce this plat without the written permission of Bates & Associates, Inc. Any unauthorized reproduction, or any investigation for easements of record, encumbrances, restrictive covenants, ownership title evidence, or any other fact which a complete and accurate title search may disclose. Any flood information contained on this survey was taken from the appropriate F.I.R.M. Bates & Associates, Inc. assumes no liability for the correctness of the hereon cited maps, furthermore the above statement does not represent the opinion of Bates & Associates, Inc. of the probability of flooding.

FOR USE AND BENEFIT OF: TIM MCGUIRE

ADDRESS: SOUTHWEST END STREET BENTONVILLE, ARKANSAS

DATE: 04/01/22 | SCALE: 1"=100' | DRAFTED: KW, MR, JCR | SURVEYED: JA | REVIEWED: DT | PAGE 2 OF 2

LOCATION: LOT 31 COLER CREEK SUBDIVISION, PHASE 1

COA #1335

DRAWING #19-284 SPLIT

ORDINANCE NO._____

AN ORDINANCE ACCEPTING A LOT SPLIT OF LOT 31 OF COLER CREEK SUBDIVISION, PHASE 1; CREATING NEW LOTS 32, 33, AND 34 OF COLER CREEK SUBDIVISION, PHASE 1 TO THE CITY OF BENTONVILLE, ARKANSAS; AND FOR OTHER PURPOSES.

(PROJECT NUMBER: LS22-0014).

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the lot split of Lot 31 of Coler Creek Subdivision, Phase 1 creating new Lots 32, 33, and 34 of Coler Creek Subdivision, Phase 1, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on April 19, 2022;

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

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

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

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

Section 1: That the lot split of Lot 31 of Coler Creek Subdivision, Phase 1 creating new Lots 32, 33, and 34 of Coler Creek Subdivision, Phase 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 lot split by certifying said acceptance on the approved lot split;

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

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

PASSED AND APPROVED this_____ day of _____, 2022.

APPROVED:

_____

Stephanie Orman, Mayor

ATTEST:

_____

Kirby Romines, City Clerk

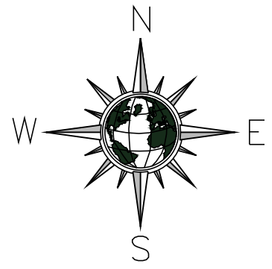


N
W E
S

1 inch = 150 feet

LS21-0030
LOT SPLIT
ELM TREE TOWNHOMES

"EXHIBIT A"



GRAPHIC SCALE

0 80' 160'

1 inch = 80 feet

Parcel Line Table		
Line #	Length	Direction
L1	115.08	S88° 07' 17"W
L2	50.00	N87° 03' 02"W
L3	250.14	N86° 01' 13"W
L4	149.72	S88° 58' 12"W
L5	100.86	N84° 02' 51"W
L6	161.39	N87° 22' 40"W
L7	120.32	N02° 21' 50"E

Parcel Line Table		
Line #	Length	Direction
L39	309.51	N87° 21' 37"W
L41	113.87	S02° 33' 02"W
L42	17.40	N88° 26' 57"W
L43	10.78	N02° 51' 45"E
L44	17.91	N87° 17' 55"W
L45	6.43	S02° 27' 57"W
L46	6.14	N87° 50' 32"W
L47	10.32	S02° 51' 45"W
L48	15.07	N88° 39' 58"W
L49	54.70	N89° 16' 50"W
L50	122.39	N02° 21' 50"E
L51	21.84	S87° 00' 01"E
L52	110.74	S88° 53' 09"E
L53	102.45	N01° 44' 01"E
L54	131.09	N88° 06' 41"W
L55	44.86	S02° 23' 13"W
L56	4.38	N87° 56' 12"W
L57	37.16	S02° 16' 37"W
L58	2.58	N87° 43' 23"W
L59	10.08	S02° 16' 37"W

Parcel Line Table		
Line #	Length	Direction
L26	13.60	S78° 06' 14"W
L27	65.11	S85° 25' 37"W
L28	27.41	S88° 07' 17"W
L29	24.51	N88° 39' 59"W
L30	33.38	N87° 03' 02"W
L31	234.30	N87° 09' 09"W
L32	127.28	N86° 36' 05"W
L33	35.86	N86° 29' 15"W
L34	48.16	S88° 39' 42"W
L35	165.67	N86° 33' 27"W
L36	22.67	N64° 20' 39"W
L37	17.14	N60° 41' 57"W

Parcel Line Table		
Line #	Length	Direction
L82	10.00	N02° 38' 23"E
L83	2.58	N85° 30' 46"W
L84	37.16	N02° 38' 23"E
L85	41.81	N05° 30' 18"W
L86	149.23	N87° 21' 37"W
L87	8.03	S03° 09' 00"W
L88	20.00	N87° 20' 00"W
L89	8.02	N03° 09' 00"E
L90	67.38	N87° 21' 37"W
L91	26.98	S06° 11' 47"W
L92	33.60	S21° 17' 05"W
L93	75.51	S89° 05' 06"W
L94	8.51	N05° 46' 35"W
L95	30.71	N86° 06' 10"W
L96	108.43	N02° 23' 57"E
L97	275.32	N87° 21' 37"W

Parcel Line Table		
Line #	Length	Direction
L60	2.48	S87° 43' 23"E
L61	4.58	S00° 59' 03"W
L62	7.89	S27° 57' 14"E
L63	13.38	S02° 51' 45"W
L64	23.91	N87° 09' 29"W
L65	23.16	N02° 37' 27"E
L67	18.10	N02° 53' 15"E
L68	118.24	N87° 21' 37"W
L70	22.16	S01° 44' 01"W
L71	9.44	S86° 52' 36"E
L72	20.00	S01° 44' 01"W
L73	9.44	N86° 56' 17"W
L74	56.11	S01° 44' 01"W
L75	379.22	S87° 04' 28"E
L76	4.53	N03° 01' 17"E
L77	1.56	S87° 21' 37"E
L78	2.42	N02° 38' 23"E
L79	3.92	S87° 21' 37"E
L80	4.58	N02° 38' 23"E
L81	2.58	S87° 21' 37"E

PARENT TRACT
SURVEY DESCRIPTION PARCEL#01-00942-077

PART OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER, OF SECTION 35, TOWNSHIP 20 NORTH, RANGE 31 WEST, BENTON COUNTY ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT FOUND MAG NAIL FOR THE NW CORNER OF THE NW ¼ OF THE NE ¼; THENCE S 02°17'30" W. 450.48 FEET TO A POINT; THENCE S 87°41'25" E, 33.22 FEET TO A FOUND IRON PIN FOR THE POINT OF BEGINNING; THENCE S 87°21'37" E, 834.86 FEET TO A FOUND IRON PIN; THENCE S 22°00'10" W, 46.49 FEET TO A FOUND IRON PIN; THENCE S 00°35'04" E, 61.99 FEET TO A FOUND IRON PIN; S 04°53'43" E, 30.82 FEET TO A FOUND IRON PIN ON THE NORTH RIGHT OF WAY OF SW 2ND STREET; THENCE ALONG SAID RIGHT OF WAY THROUGH THE FOLLOWING BEARINGS AND DISTANCES: S 88°07'17" W, 115.08 FEET TO A FOUND ALUMINUM MONUMENT; N 87°03'02" W, 50.00 FEET TO A FOUND IRON PIN; N 86°01'13" W, 250.14 FEET TO A FOUND IRON PIN, S 88°58'12" W, 149.72 FEET TO A FOUND ALUMINUM MONUMENT, N 84°02'51" W, 100.86 FEET TO A FOUND ALUMINUM MONUMENT, N 87°22'40" W, 161.39 FEET TO A FOUND IRON PIN ON THE EAST RIGHT OF WAY OF N.W. ELM STREET; THENCE LEAVING SAID NORTH RIGHT AWAY AND ALONG THE EAST RIGHT OF WAY, N 02°21'50" E, 143.06 FEET TO THE POINT OF BEGINNING, CONTAINING 2.71 ACRES, MORE OR LESS, SUBJECT TO ANY COVENANTS, EASEMENTS, OR RIGHT-OF-WAYS OF RECORD OR FACT.

LOT 1
SURVEY DESCRIPTION

PART OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER, OF SECTION 35, TOWNSHIP 20 NORTH, RANGE 31 WEST, BENTON COUNTY ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT FOUND MAG NAIL FOR THE NW CORNER OF THE NW ¼ OF THE NE ¼; THENCE S 02°17'30" W. 450.48 FEET TO A POINT; THENCE S 87°41'25" E, 33.22 FEET TO A FOUND IRON PIN FOR THE POINT OF BEGINNING; THENCE S 87°21'37" E, 834.86 FEET TO A FOUND IRON PIN; THENCE S 22°00'10" W, 46.49 FEET TO A FOUND IRON PIN; THENCE S 00°35'04" E, 61.99 FEET TO A FOUND IRON PIN; THENCE S 04°53'43" E, 19.04 FEET TO A 5/8 SET IRON PIN WITH CAP; THENCE S 78°06'14" W, 13.60 FEET TO A 5/8" SET IRON PIN WITH CAP; THENCE S 85°25'37" W, 65.11 FEET TO A 5/8" SET IRON PIN; THENCE S 88°07'17" W, 27.41 FEET TO A 5/8" SET IRON PIN WITH CAP; THENCE N 88°39'59" W, 24.51 FEET TO A 5/8" SET IRON PIN WITH CAP; THENCE N 87°03'02" W, 33.38 FEET TO A 5/8" SET IRON PIN WITH CAP; THENCE N 87°09'09" W, 234.30 FEET TO A 5/8" SET IRON PIN WITH CAP; THENCE N 86°36'05" W, 127.28 FEET TO A 5/8" SET IRON PIN WITH CAP; THENCE N 86°29'15" W, 35.86 FEET TO A 5/8" SET IRON PIN WITH CAP; THENCE S 88°39'42" W, 48.16 FEET TO A 5/8" SET IRON PIN WITH CAP; THENCE N 86°33'27" W, 165.67 FEET TO A 5/8" SET IRON PIN WITH CAP; THENCE N 64°20'39" W, 22.67 FEET TO A 5/8" SET IRON PIN WITH CAP; THENCE N 60°41'57" W, 17.14 FEET TO A 5/8" SET IRON PIN WITH CAP; THENCE N 02°21'50" E, 120.32 FEET TO THE POINT OF BEGINNING, CONTAINING 2.58 ACRES, MORE OR LESS, SUBJECT TO ANY COVENANTS, EASEMENTS, OR RIGHT-OF-WAYS OF RECORD OR FACT.

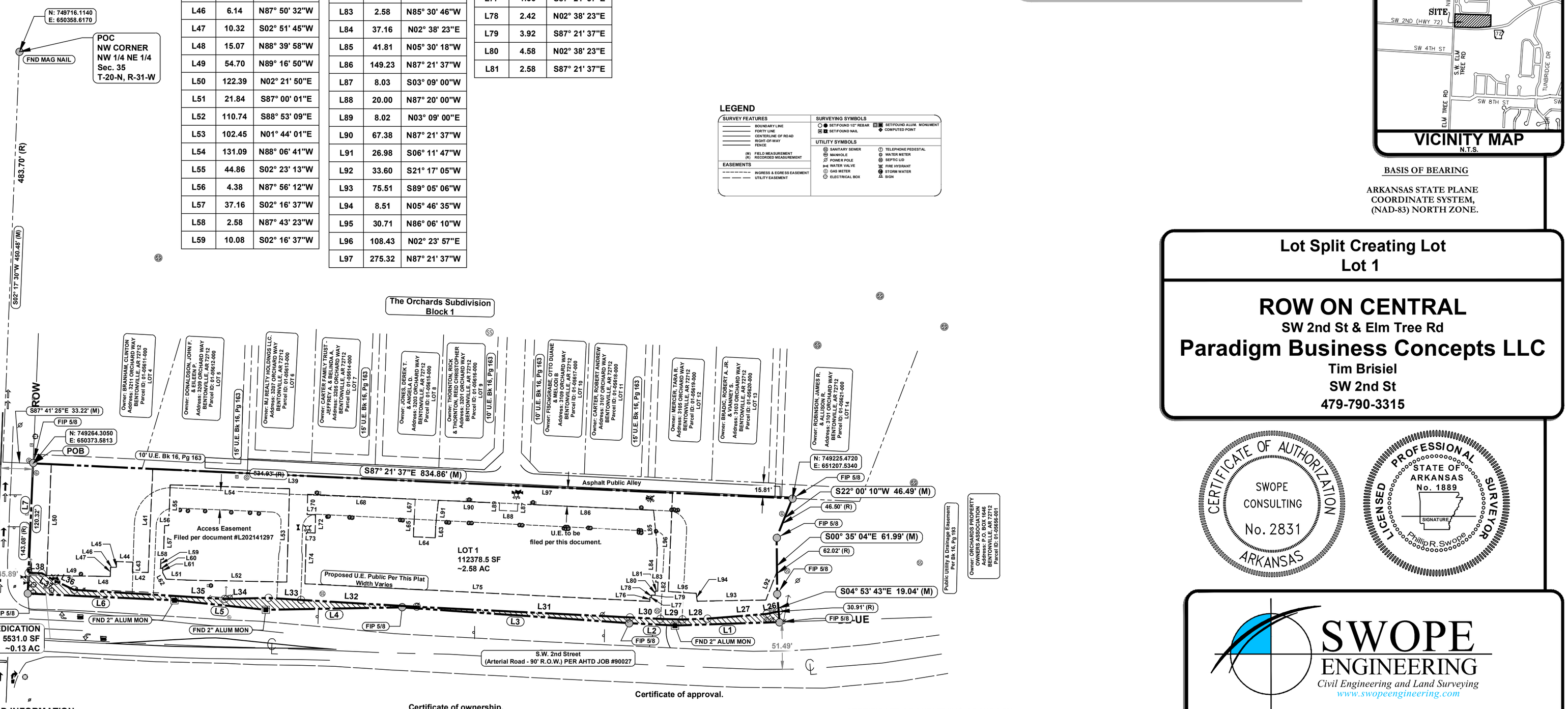
LEGEND

SURVEY FEATURES
- BOUNDARY LINE
- FORTY LINE
- CENTERLINE OF ROAD
- RIGHT-OF-WAY
- FENCE
- (M) FIELD MEASUREMENT
- (R) RECORDED MEASUREMENT

EASEMENTS
- INGRESS & EGRESS EASEMENT
- UTILITY EASEMENT

SURVEYING SYMBOLS
- SET/FOUND 1/2" REBAR
- SET/FOUND NAIL
- SET/FOUND ALUM. MONUMENT
- COMPUTED POINT

UTILITY SYMBOLS
- SANITARY SEWER
- MANHOLE
- POWER POLE
- WATER VALVE
- GAS METER
- ELECTRICAL BOX
- TELEPHONE PEDESTAL
- WATER METER
- SEPTIC LID
- FIRE HYDRANT
- STORM WATER
- SIGN



FLOOD INFORMATION

This property lies in Zone 'X' as determined from the F.I.R.M. maps of Benton County, Arkansas, and Incorporated Areas, Map Number 05007C0255K, effective June 5, 2012.

Zoning R-3, Medium Density Residential

- 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
- 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.

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: _____
Name and Address: _____
Print Name: ____
Source of Title: D.R. _____
Page _____

Certificate of approval.

Pursuant to the Bentonville Land Development Code and all other conditions and approval having been completed, this document is hereby accepted. This Certificate is hereby executed under the authority of the said rules and regulations.

Date of Execution: _____
Signed: _____
Bentonville Planning
Commission Chairman
Signed: _____
Mayor City of Bentonville
Signed: _____
City Clerk, City of Bentonville
Signed:_____

CERTIFICATE OF SURVEYING ACCURACY

I, TERRY L. GING, HEREBY CERTIFY THAT THIS PLAT CORRECTLY REPRESENTS A BOUNDARY SURVEY MADE UNDER MY SUPERVISION AND BOUNDARY MARKERS AND LOT CORNERS SHOWN HEREON ACTUALLY EXIST AND THEIR LOCATION, TYPE AND MATERIAL ARE CORRECTLY SHOWN AND ALL MINIMUM REQUIREMENTS OF THE ARKANSAS MINIMUM STANDARDS FOR LAND SURVEYORS HAVE BEEN MET.
DATE OF EXECUTION: _____

SIGNED: _____
REGISTERED LAND SURVEYOR
NO.1889
STATE OF ARKANSAS

Project LS21-0030

Recording Block



VICINITY MAP
N.T.S.

BASIS OF BEARING

ARKANSAS STATE PLANE COORDINATE SYSTEM, (NAD-83) NORTH ZONE.

Lot Split Creating Lot
Lot 1

ROW ON CENTRAL

SW 2nd St & Elm Tree Rd

Paradigm Business Concepts LLC

Tim Brisiel
SW 2nd St
479-790-3315

CERTIFICATE OF AUTHORIZATION
SWOPE CONSULTING
No. 2831
ARKANSAS

PROFESSIONAL LICENSED SURVEYOR
STATE OF ARKANSAS
No. 1889
SIGNATURE
Phillip R. Swope

SWOPE ENGINEERING
Civil Engineering and Land Surveying
www.swopeengineering.com
Certificate of Authorization № 2831

DRAWN BY:	CASSY	JOB NUMBER	16-225
SUBMITTAL DATE:	3/30/2022	SCALE	As Noted
DRAWING NAME:	16-225su.dwg		
SHEET NUMBER:	1 OF 1		

r:\~swope\16-225 elm tree townhomes\external references\16-225su.dwg - Plotted on 3/30/2022 9:43:38 AM @ a scale of 1:1 to dwg to pdf.pc3 by Cassy

ORDINANCE NO._____

AN ORDINANCE ACCEPTING A LOT SPLIT OF UN-PLATTED SECTION LAND; CREATING NEW LOT 1 OF ROW ON ELM SUBDIVISION TO THE CITY OF BENTONVILLE, ARKANSAS; AND FOR OTHER PURPOSES. (PROJECT NUMBER: LS21-0030).

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the lot split of un-platted section land new Lot 1 of Row on Elm Subdivision, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on April 19, 2022;

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

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

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

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

Section 1: That the lot split of un-platted section land creating new Lot 1 of Row on Elm Subdivision to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes.;

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

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

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

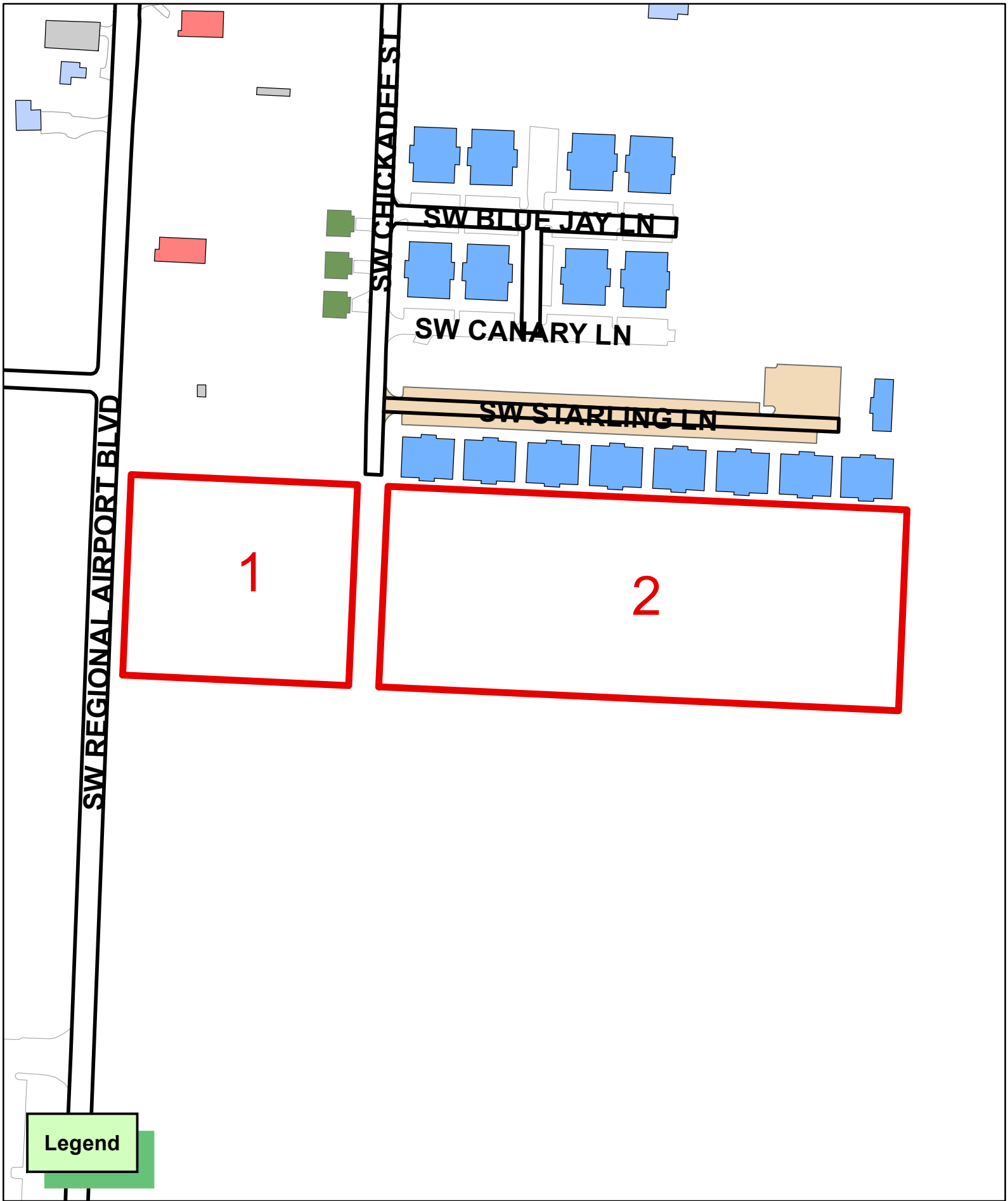
PASSED AND APPROVED this_____ day of _____, 2022.

APPROVED:

_____
Stephanie Orman, Mayor

ATTEST:

_____
Kirby Romines, City Clerk



N
W E
S

1 inch = 200 feet

LS21-0031
LOT SPLIT
AVIATOR SUBDIVISION
LOTS 1 & 2

THE CITY OF BENTONVILLE

"EXHIBIT A"

LOT SPLIT CREATING
AVIATOR SUBDIVISION WITH LOTS 1 & 2

LEGAL DESCRIPTION - OVERALL:

A part of the NW1/4 of the NE1/4 of Section 20, T19N, R31W in Benton County, Arkansas and being described as follows: Beginning at the SW Corner of said NW1/4, NE1/4, said point being the POINT OF BEGINNING, thence N02°25'06"E 330.15 feet, thence S87°22'33"E 1,321.43 feet, thence S02°26'00"W 330.15 feet, thence N87°22'33"W 1,321.34 feet to the POINT OF BEGINNING: Containing 10.02 acres more or less subject to easements and right of way of record.

LEGAL DESCRIPTION - LOT 1:

A part of the NW1/4 of the NE1/4 of Section 20, T19N, R31W in Benton County, Arkansas and being described as follows: Commencing at the SW Corner of said NW1/4, NE1/4, thence S87°23'55"E 45.00 feet to the POINT OF BEGINNING, thence N02°25'06"E 330.15 feet, thence S87°22'24"E 372.50 feet, thence S02°37'27"W 330.15 feet, thence N87°22'23"W 371.32 feet to the POINT OF BEGINNING, Containing 2.82 acres, more or less, subject to easements and right of ways of record.

LEGAL DESCRIPTION - LOT 2:

A part of the NW1/4 of the NE1/4 of Section 20, T19N, R31W in Benton County, Arkansas and being described as follows: Commencing at the SW Corner of said NW1/4, NE1/4, thence S87°22'33"E 466.32 feet to the POINT OF BEGINNING, thence N02°37'27"E 330.15 feet, thence S87°22'33"E 853.93 feet, thence S02°26'00"W 330.15 feet, thence N87°22'33"W 855.03 feet to the POINT OF BEGINNING, Containing 6.48 acres, more or less, subject to easements and right of ways of record.

NOTES:

1) ZONING = R-4 HIGH DENSITY RESIDENTIAL
2) PARCEL: 01-08207-000
3) EXISTING SW CHICKADEE ST.: 52' RIGHT-OF-WAY.
4) EXISTING AR HWY. 12: 60' RIGHT-OF-WAY.
5) ROTATION BASED ON ARKANSAS STATE PLANE GRID NORTH ZONE (NAD83).
6) BOUNDARY BASED ON SURVEY BY SATTERFIELD LAND SURVEYORS BOOK 2006 PAGE 1087.
7) THIS PROPERTY IS NOT AFFECTED BY THE 100 YEAR FLOOD PLAIN AS PER FIRM #05007C0235K DATED JUNE 5, 2012.
8) FRONT UTILITY EASEMENTS ARE RESERVED FOR CITY UTILITIES AND REAR EASEMENTS ARE RESERVED FOR GENERAL UTILITIES.
9) 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.
10) OWNER/DEVELOPER SHALL COORDINATE WITH ALL LOCAL UTILITIES TO ENSURE THAT EACH LOT HAS WATER, SEWER AND ELECTRIC SERVICE.
11) SIDEWALKS SHALL BE THE RESPONSIBILITY OF THE BUILDER/OWNER AT TIME OF BUILDING PERMIT ISSUANCE.
12) THERE MAY NOT BE FENCES OR ANY OTHER STRUCTURES BUILT IN ANY DRAINAGE EASEMENTS.
13) 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.

LINE TABLE		
LINE	LENGTH	BEARING
L1	8.00'	N02°37'27"E
L2	10.00'	S87°22'33"E
L3	8.00'	N02°37'27"E
L4	23.50'	S02°42'42"W
L5	20.00'	S87°22'33"E
L6	23.50'	S02°42'42"W
L7	37.45'	S87°22'33"E
L8	8.00'	N02°37'27"E
L9	10.00'	S87°22'33"E
L10	8.00'	N02°37'27"E
L11	8.00'	S02°37'27"W
L12	10.00'	S87°22'33"E
L13	8.00'	S02°37'27"W
L14	8.00'	S02°37'27"W
L15	10.00'	S87°22'33"E
L16	8.00'	S02°37'27"W
L17	19.79'	N42°22'33"W
L18	19.79'	N42°22'33"W
L19	22.50'	N02°37'27"E
L20	20.00'	S87°22'33"E
L21	14.50'	N02°37'27"E
L22	10.00'	S87°22'33"E
L23	8.00'	N02°37'27"E
L24	8.00'	N02°37'27"E
L25	10.00'	S87°22'33"E
L26	8.00'	N02°37'27"E
L27	23.50'	N02°37'27"E
L28	20.00'	S87°22'33"E
L29	23.50'	N02°37'27"E
L30	8.00'	N02°37'27"E
L31	10.00'	S87°22'33"E
L32	8.00'	N02°37'27"E
L33	8.00'	S02°37'27"W
L34	10.00'	S87°22'33"E
L35	8.00'	S02°37'27"W
L36	8.00'	S02°37'27"W
L37	10.00'	S87°22'33"E
L38	8.00'	S02°37'27"W
L39	8.00'	S02°37'27"W
L40	10.00'	S87°22'33"E
L41	8.00'	S02°37'27"W
L42	8.00'	S02°37'27"W
L43	10.00'	S87°22'33"E
L44	8.00'	S02°37'27"W

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 :_____
Name & Address

Source of Title: D.R. _____

Page _____

CERTIFICATE OF SURVEYING ACCURACY

I, David L. Jorgensen, hereby certify that this plat correctly represents a boundary survey made by me and boundary markers and lot corners shown hereon actually exist and their location, type and material are correctly shown and all minimum requirements of the Arkansas Minimum Standards for Land Surveyors have been met.

Date of Execution: _____

Signed: _____
Registered Land Surveyor

No. 1118
State of Arkansas

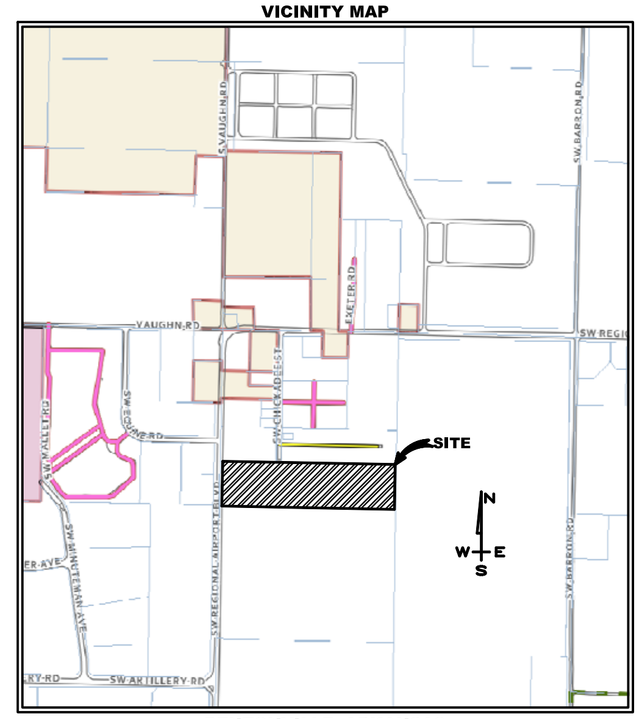
CERTIFICATE OF APPROVAL

Pursuant to the Bentonville Subdivision 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 _____
Bentonville Planning and Building Services Director

VICINITY MAP



BENTONVILLE, ARKANSAS

N
W E
S

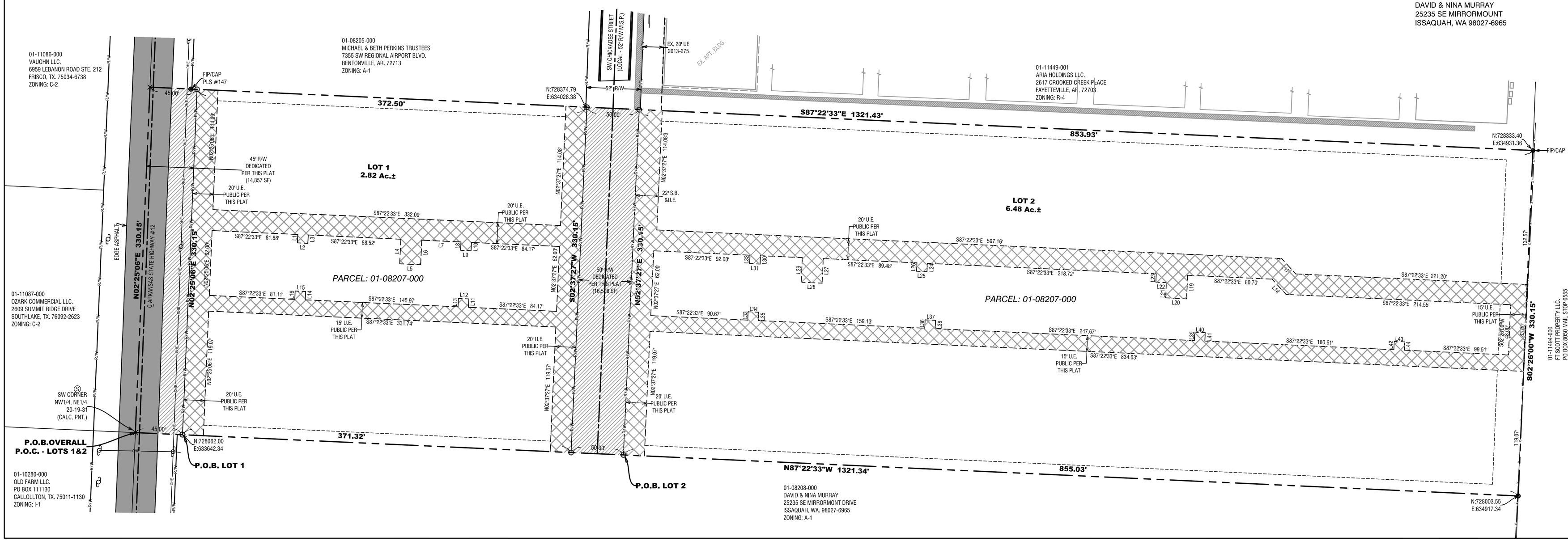
GRAPHIC SCALE

50 0 25 50 100 200

(IN FEET)
1 inch = 50 ft.

OWNER:

DAVID & NINA MURRAY
25235 SE MIRRORMOUNT
ISSAQUAH, WA 98027-6965



JORGENSEN + ASSOCIATES
Civil Engineering + Surveying
124 W Sunbridge Drive, Suite 5
Fayetteville, AR 72703
Office: 479.442.9127
Fax: 479.582.4807
www.jorgensenassoc.com

LEGEND

- CALCULATED POINT
- FOUND RAILROAD SPIKE
- SET IRON PIN & CAP
- POWER POLE
- CENTERLINE MARKER
- SEWER MANHOLE
- FIRE HYDRANT
- STREET LIGHT
- CENTERLINE STREET
- UTILITY EASEMENT (DEDICATED BY THIS PLAT)
- RIGHT-OF-WAY (DEDICATED BY THIS PLAT) R/W

PROJECT DETAILS

PROJECT TITLE: LOT SPLIT CREATING AVIATOR SUBD. W/ LOTS 1 & 2

PROJECT LOCATION: BENTONVILLE, AR.

REVISIONS

DATE: 06-01-21
DRAWN BY: JSI
PROJECT # 2020078
FILE PATH: Z:\LSD\2020078\SPLIT
SHEET SIZE: 22" x 34"
SCALE: 1" = 50'

CERTIFICATE OF AUTHORIZATION
JORGENSEN & ASSOCIATES
No. 722
ARKANSAS – ENGINEER

SHEET TITLE

LOT SPLIT

SHEET NUMBER

1

LS-0031

"EXHIBIT A"

LOT SPLIT CREATING
AVIATOR SUBDIVISION WITH LOTS 1 & 2

LEGAL DESCRIPTION - OVERALL:

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LEGAL DESCRIPTION - LOT 1:

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LEGAL DESCRIPTION - LOT 2:

A part of the NW1/4 of the NE1/4 of Section 20, T19N, R31W in Benton County, Arkansas and being described as follows: Commencing at the SW Corner of said NW1/4, NE1/4, thence S87°22'33"E 466.32 feet to the POINT OF BEGINNING, thence N02°37'27"E 330.15 feet, thence S87°22'33"E 853.93 feet, thence S02°26'00"W 330.15 feet, thence N87°22'33"W 855.03 feet to the POINT OF BEGINNING, Containing 6.48 acres, more or less, subject to easements and right of ways of record.

NOTES:

1) ZONING = R-4 HIGH DENSITY RESIDENTIAL
2) PARCEL: 01-08207-000
3) EXISTING SW CHICKADEE ST.: 52' RIGHT-OF-WAY.
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10) OWNER/DEVELOPER SHALL COORDINATE WITH ALL LOCAL UTILITIES TO ENSURE THAT EACH LOT HAS WATER, SEWER AND ELECTRIC SERVICE.
11) SIDEWALKS SHALL BE THE RESPONSIBILITY OF THE BUILDER/OWNER AT TIME OF BUILDING PERMIT ISSUANCE.
12) THERE MAY NOT BE FENCES OR ANY OTHER STRUCTURES BUILT IN ANY DRAINAGE EASEMENTS.
13) 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.

LINE TABLE		
LINE	LENGTH	BEARING
L1	8.00'	N02°37'27"E
L2	10.00'	S87°22'33"E
L3	8.00'	N02°37'27"E
L4	23.50'	S02°42'42"W
L5	20.00'	S87°22'33"E
L6	23.50'	S02°42'42"W
L7	37.45'	S87°22'33"E
L8	8.00'	N02°37'27"E
L9	10.00'	S87°22'33"E
L10	8.00'	N02°37'27"E
L11	8.00'	S02°37'27"W
L12	10.00'	S87°22'33"E
L13	8.00'	S02°37'27"W
L14	8.00'	S02°37'27"W
L15	10.00'	S87°22'33"E
L16	8.00'	S02°37'27"W
L17	19.79'	N42°22'33"W
L18	19.79'	N42°22'33"W
L19	22.50'	N02°37'27"E
L20	20.00'	S87°22'33"E
L21	14.50'	N02°37'27"E
L22	10.00'	S87°22'33"E
L23	8.00'	N02°37'27"E
L24	8.00'	N02°37'27"E
L25	10.00'	S87°22'33"E
L26	8.00'	N02°37'27"E
L27	23.50'	N02°37'27"E
L28	20.00'	S87°22'33"E
L29	23.50'	N02°37'27"E
L30	8.00'	N02°37'27"E
L31	10.00'	S87°22'33"E
L32	8.00'	N02°37'27"E
L33	8.00'	S02°37'27"W
L34	10.00'	S87°22'33"E
L35	8.00'	S02°37'27"W
L36	8.00'	S02°37'27"W
L37	10.00'	S87°22'33"E
L38	8.00'	S02°37'27"W
L39	8.00'	S02°37'27"W
L40	10.00'	S87°22'33"E
L41	8.00'	S02°37'27"W
L42	8.00'	S02°37'27"W
L43	10.00'	S87°22'33"E
L44	8.00'	S02°37'27"W

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 :_____
Name & Address

Source of Title: D.R. _____

Page _____

CERTIFICATE OF SURVEYING ACCURACY

I, David L. Jorgensen, hereby certify that this plat correctly represents a boundary survey made by me and boundary markers and lot corners shown hereon actually exist and their location, type and material are correctly shown and all minimum requirements of the Arkansas Minimum Standards for Land Surveyors have been met.

Date of Execution: _____

Signed: _____
Registered Land Surveyor

No. 1118
State of Arkansas

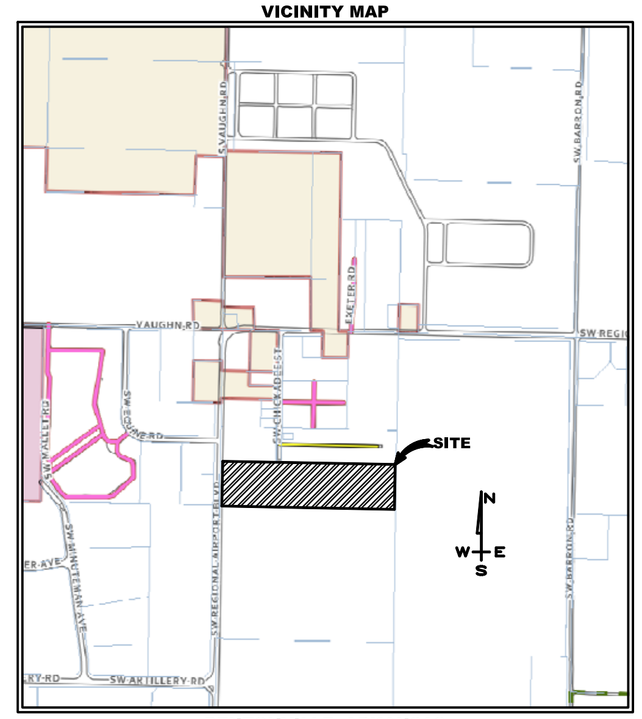
CERTIFICATE OF APPROVAL

Pursuant to the Bentonville Subdivision 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 _____
Bentonville Planning and Building Services Director

VICINITY MAP



BENTONVILLE, ARKANSAS

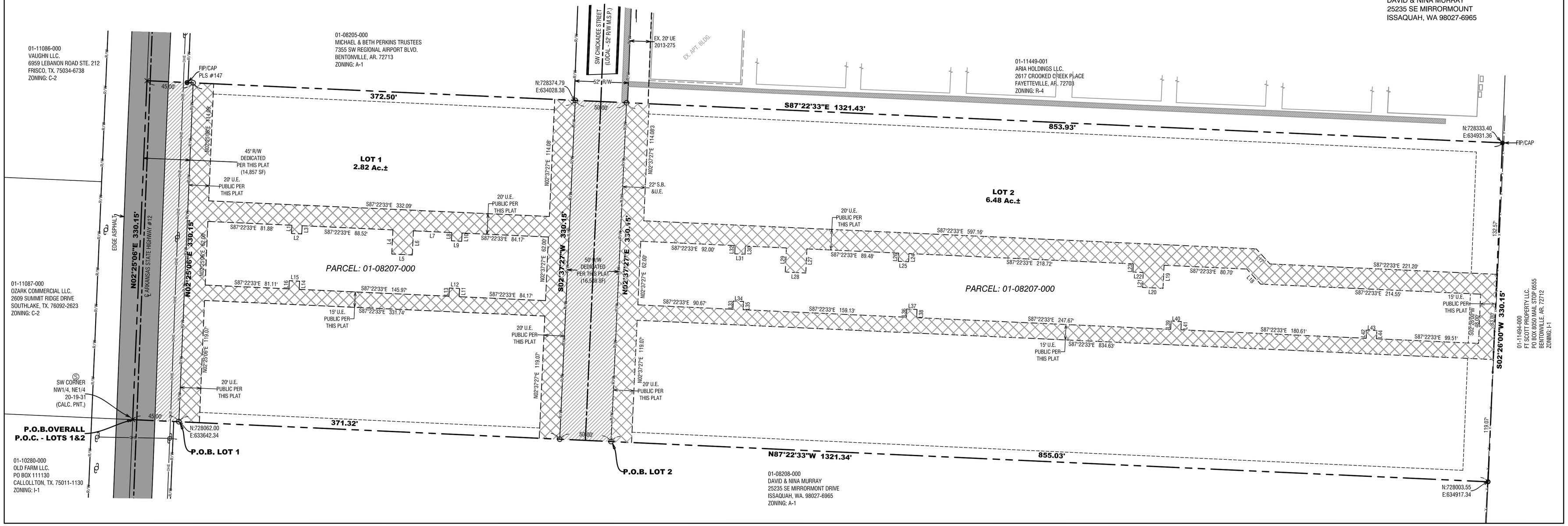
GRAPHIC SCALE

50 0 25 50 100 200

(IN FEET)
1 inch = 50 ft.

OWNER:

DAVID & NINA MURRAY
25235 SE MIRRORMOUNT
ISSAQUAH, WA 98027-6965



JORGENSEN + ASSOCIATES
Civil Engineering + Surveying
124 W Sunbridge Drive, Suite 5
Fayetteville, AR 72703
Office: 479.442.9127
Fax: 479.582.4807
www.jorgensenassoc.com

LEGEND

- CALCULATED POINT
- FOUND RAILROAD SPIKE
- SET IRON PIN & CAP
- POWER POLE
- CENTERLINE MARKER
- SEWER MANHOLE
- FIRE HYDRANT
- STREET LIGHT
- CENTERLINE STREET
- UTILITY EASEMENT (DEDICATED BY THIS PLAT)
- RIGHT-OF-WAY (DEDICATED BY THIS PLAT) R/W

PROJECT DETAILS

PROJECT TITLE:
LOT SPLIT CREATING AVIATOR SUBD. W/ LOTS 1 & 2

PROJECT LOCATION:
BENTONVILLE, AR.

REVISIONS

DATE: 06-01-21
DRAWN BY: JSI
PROJECT # 2020078
FILE PATH: Z:\LSD\2020078\SPLIT
SHEET SIZE: 22" x 34"
SCALE: 1" = 50'

CERTIFICATE OF AUTHORIZATION
JORGENSEN & ASSOCIATES
No. 722
ARKANSAS – ENGINEER

SHEET TITLE

LOT SPLIT

SHEET NUMBER

1

LS-0031

ORDINANCE NO._____

AN ORDINANCE ACCEPTING A LOT SPLIT OF UN-PLATTED SECTION LAND; CREATING NEW LOT 1 AND LOT 2 OF AVIATOR SUBDIVISION TO THE CITY OF BENTONVILLE, ARKANSAS; AND FOR OTHER PURPOSES. (PROJECT NUMBER: LS21-0031).

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the lot split of un-platted section land creating new Lot 1 and Lot 2 of Aviator Subdivision, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on April 19, 2022;

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

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

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

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

Section 1: That the lot split of un-platted section land creating new Lot 1 and Lot 2 of Aviator Subdivision to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes;

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

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

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

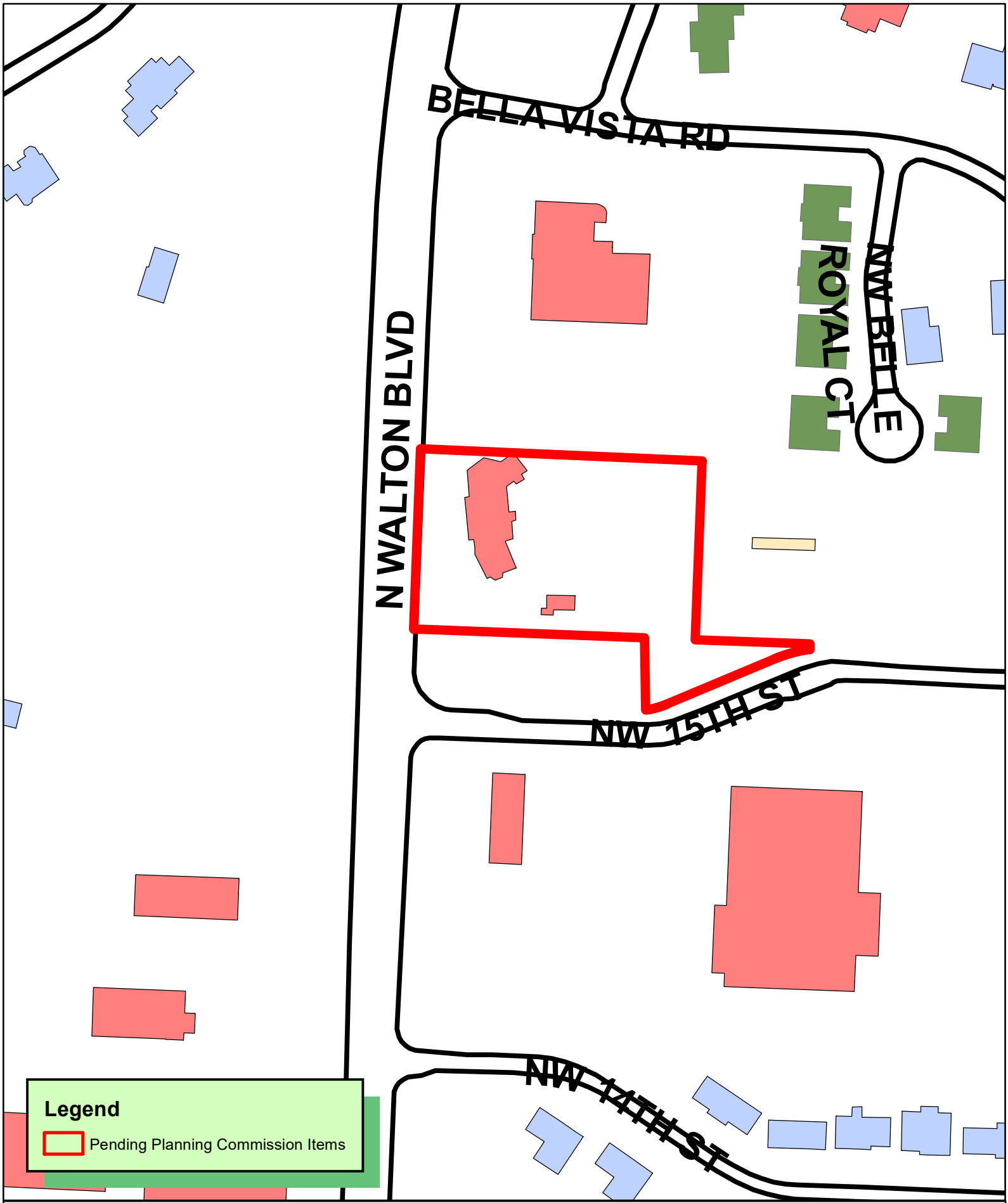
PASSED AND APPROVED this_____ day of _____, 2022.

APPROVED:

_____
Stephanie Orman, Mayor

ATTEST:

_____
Kirby Romines, City Clerk



N
W E
S

1 inch = 150 feet

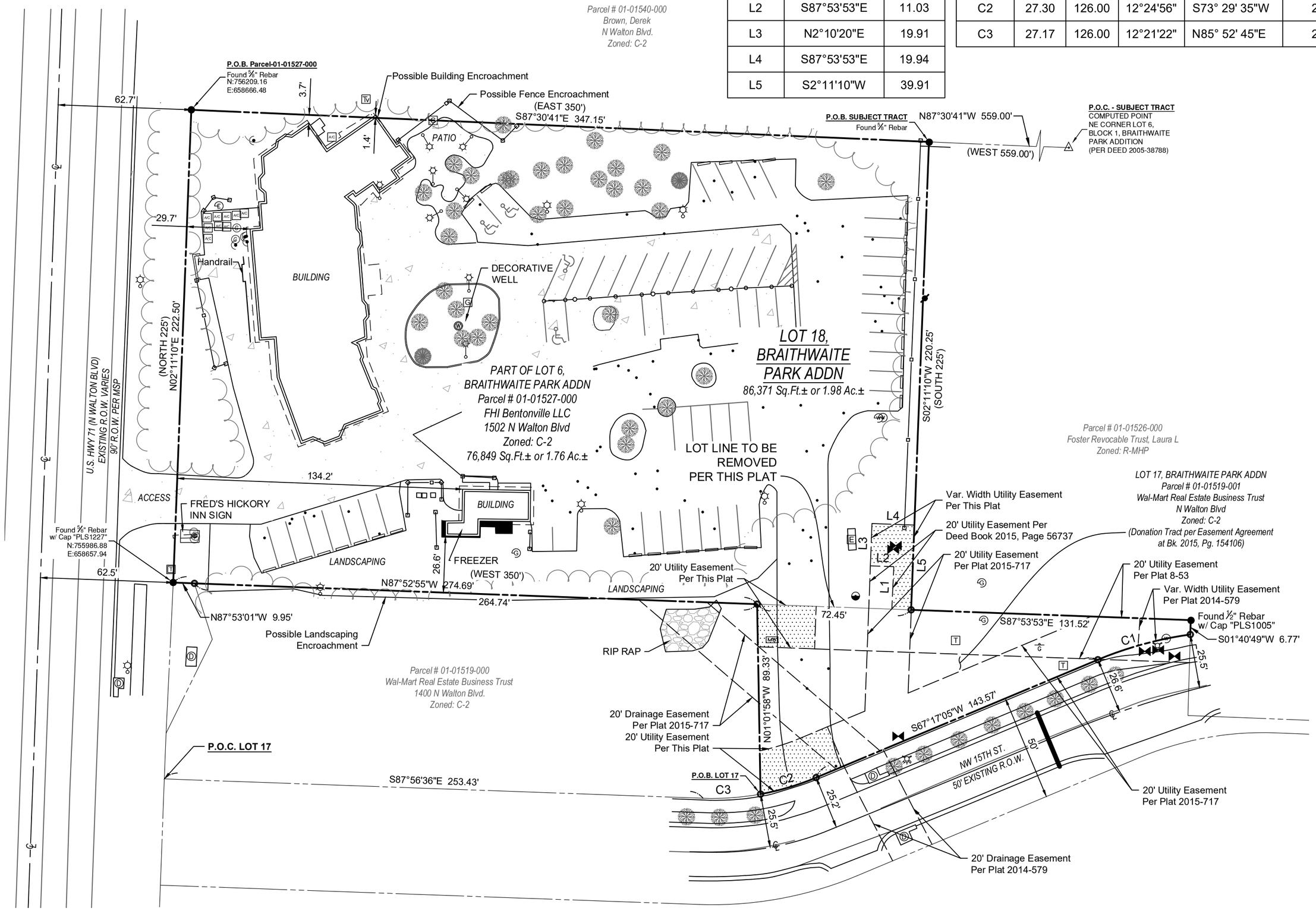
PLA22-0006 4/5/22
PROPERTY LINE ADJUSTMENT
BRAITHWAITE PARK ADDITION
LOTS 17 & PART OF 6 BLOCK 1 CREATING LOT 18

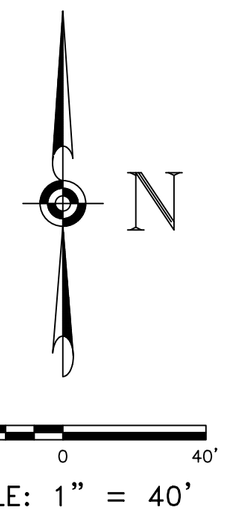
THE CITY OF BENTONVILLE

EXHIBIT A

Easement Line Table		
Line #	Direction	Length
L1	S2°42'29"W	20.00
L2	S87°53'53"E	11.03
L3	N2°10'20"E	19.91
L4	S87°53'53"E	19.94
L5	S2°11'10"W	39.91

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	45.19	174.00	14°52'46"	S74° 43' 28"W	45.06
C2	27.30	126.00	12°24'56"	S73° 29' 35"W	27.25
C3	27.17	126.00	12°21'22"	N85° 52' 45"E	27.12





SITE LEGEND

- MONUMENT SET (⅝" REBAR AR1002)
- MONUMENT FOUND (AS NOTED)
- BENCH MARK
- UTILITY POLE
- LIGHTED UTILITY POLE
- LIGHT POLE
- SIGN
- WATER METER
- WATER VALVE
- FIRE HYDRANT
- FIRE DEPARTMENT CONNECT
- DRAINAGE MANHOLE
- SANITARY SEWER MANHOLE
- CLEANOUT
- GREECE TRAP
- ELECTRICAL RISER
- TELEPHONE RISER
- CABLE RISER
- HVAC
- GAS METER
- GAS SIGN
- MAILBOX
- WHEEL STOP
- DECIDUOUS TREE
- EVERGREEN TREE
- PROPERTY LINES
- ADJOINING PROPERTY LINE
- EASEMENT LINE
- RIGHT-OF-WAY LINE
- OVERHEAD ELECTRIC LINE
- FENCE (WOOD)
- FENCE (BARB WIRE)
- TREE LINE
- CONCRETE
- ASPHALT
- (XXXX') RECORD MEASUREMENTS PER DEED 2005-38788

LEGAL DESCRIPTION OF PARCEL 01-01527-000 (Per Bk. 2005, Pg. 38788):

PART OF LOT 6, BLOCK 1, BRAITHWAITE PARK ADDITION TO BENTONVILLE, BENTON COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS BEGINNING AT A POINT 559 FEET WEST OF THE NE CORNER OF SAID LOT 6, RUNNING THENCE SOUTH 225 FEET; THENCE WEST 350 FEET TO THE EAST RIGHT-OF-WAY LINE OF HIGHWAY 71, THENCE NORTH WITH SAID HIGHWAY 71, 225 FEET; THENCE EAST 350 FEET TO THE POINT OF BEGINNING.

EXCEPT THAT PART DEEDED TO THE ARKANSAS STATE HIGHWAY COMMISSION IN DEED RECORD BOOK 552 AT PAGE 439.

ALSO, THE RIGHT-OF-WAY EASEMENT FOR GAS AND WATER LINES ALONG THE NORTH SIDE OF LOT 5 IN BLOCK 1 OF BRAITHWAITE PARK ADDITION TO BENTONVILLE, FROM BELLA VISTA ROAD TO THE PROPERTY LINE OF THE LANDS HEREINABOVE DESCRIBED.

LEGAL DESCRIPTION OF LOT 17, BLOCK 1 PARCEL 01-01519-001 (Per Plat Bk. 2015, Pg. 717):

A PART OF LOT TWELVE (12), BLOCK ONE (1), BRAITHWAITE PARK ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS RECORDED IN PLAT BOOK 2014, PAGE 579, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ALONG THE WEST BOUNDARY OF LOT 12; THENCE SOUTH 87°55'46" EAST, A DISTANCE OF 253.43 FEET; THENCE ALONG A CURVE TO THE LEFT A DISTANCE OF 27.17 FEET, HAVING A RADIUS OF 126.00 FEET, A CENTRAL ANGLE ANGLE OF 12°21'18", A LONG CHORD BEARING NORTH 85°53'35" EAST, AND A CHORD LENGTH OF 27.12 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 01°01'08" WEST 89.33 FEET; THENCE SOUTH 87°53'03" EAST 203.98 FEET; THENCE SOUTH 01°39'55" WEST 6.78 FEET; THENCE ALONG A CURVE TO THE LEFT A DISTANCE OF 45.19 FEET, HAVING A RADIUS OF 174.00 FEET, A CENTRAL ANGLE OF 14°52'47", A LONG CHORD BEARING SOUTH 74°44'18" WEST, A CHORD LENGTH OF 45.06 FEET; THENCE SOUTH 67°17'55" WEST, A DISTANCE OF 143.57 FEET; THENCE ALONG A CURVE TO THE RIGHT A DISTANCE OF 27.31 FEET, HAVING A RADIUS OF 126.00 FEET, A CENTRAL ANGLE OF 12°25'01", A LONG CHORD BEARING SOUTH 73°30'25" WEST, AND A CHORD LENGTH OF 27.25 FEET TO THE POINT OF BEGINNING, AND CONTAINING 9,524 SQUARE FEET OR 0.22 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS, RIGHTS-OF-WAY, AND COVENANTS OF RECORD, IF ANY.

SURVEY DESCRIPTION OF LOT 18, BLOCK 1:

A PART OF LOT SIX (6), BLOCK ONE (1), BRAITHWAITE PARK ADDITION TO THE CITY OF BENTONVILLE, AND ALL OF LOT SEVENTEEN (17), BLOCK ONE (1), BRAITHWAITE PARK ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS RECORDED IN PLAT BOOK 2015, PAGE 717, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NE CORNER OF LOT 6, BLOCK 1, BRAITHWAITE PARK ADDITION; THENCE ALONG THE NORTH LINE OF SAID LOT 6, NORTH 87°30'41 WEST, A DISTANCE OF 559.00 FEET TO A FOUND 5/8" REBAR FOR THE POINT OF BEGINNING; THENCE SOUTH 02°11'10" WEST, A DISTANCE OF 220.25 FEET TO A SET 5/8" REBAR W/CAP AR1002; THENCE SOUTH 87°53'53" EAST, A DISTANCE OF 131.52 TO A FOUND ½" REBAR W/CAP PLS1005; THENCE SOUTH 01°40'49" WEST, A DISTANCE OF 6.77 FEET TO A SET 5/8" REBAR W/CAP AR1002 ON THE NORTH RIGHT-OF-WAY OF NW 15TH ST.; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY ON A CURVE TO THE LEFT A DISTANCE OF 45.19 FEET, HAVING A RADIUS OF 174.00 FEET, A CENTRAL ANGLE OF 14°52'46", A LONG CHORD BEARING SOUTH 74°43'28" WEST, AND A CHORD LENGTH OF 45.06 FEET TO A SET 5/8" REBAR W/CAP AR1002; THENCE SOUTH 67°17'05" WEST, A DISTANCE OF 143.57 FEET TO A SET MAG NAIL W/WASHER AR1002; THENCE ALONG A CURVE TO THE RIGHT A DISTANCE OF 27.30 FEET, HAVING A RADIUS OF 126.00 FEET, A CENTRAL ANGLE OF 12°24'56", A LONG CHORD BEARING SOUTH 73°59'35" WEST, AND A CHORD LENGTH OF 27.25 FEET TO A SET 5/8" REBAR W/CAP AR1002; THENCE LEAVING SAID NORTH RIGHT-OF-WAY NORTH 01°01'58" WEST, A DISTANCE OF 89.33 FEET TO A SET 5/8" REBAR W/CAP AR1002; THENCE NORTH 87°52'55" WEST, A DISTANCE OF 274.69 FEET TO A SET 5/8" REBAR W/CAP AR1002 ON THE EAST RIGHT-OF-WAY OF U.S. HWY 71 (N WALTON BLVD); THENCE ALONG SAID EAST RIGHT-OF-WAY NORTH 87°53'01" WEST, A DISTANCE OF 9.95 FEET TO A FOUND 5/8" REBAR W/CAP PLS1227; THENCE NORTH 02°11'10" EAST, A DISTANCE OF 222.50 FEET TO A FOUND 5/8" REBAR; THENCE LEAVING SAID EAST RIGHT-OF-WAY SOUTH 87°30'41" EAST, A DISTANCE OF 347.15 FEET TO THE POINT OF BEGINNING. CONTAINING 87,373 SQFT OR 1.98 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS, RIGHTS-OF-WAY, AND COVENANTS OF RECORD, IF ANY.

C.O.B. Project No.
PLA22-0006

CLIENT:
Lawco - Randy Lawson (479) 273-2670
P.O. Box 425 (479) 621-1350
113 South Main St. (479) 273-2699
Bentonville, AR 72712 randy@lawcoenergy.com

SHEET: PROPERTY LINE ADJUSTMENT

PROJECT: CREATING LOT 18, BLOCK 1 BRAITHWAITE PARK ADDITION BENTONVILLE, ARKANSAS

REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF ARKANSAS
NO. 1227
ED GRAY
PRELIMINARY

SAND CREEK
Engineering and Land Surveying
Bentonville, Arkansas (479) 464-9262

PLS:	CEG
CAD:	MJH
FIELD:	MJH
SCE PROJECT #:	21070
DATE:	9/29/2021
SHEET:	2 OF 2

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF PART OF LOT 6 AND ALL OF LOT 17, BLOCK 1 OF BRAITHWAITE PARK ADDITION; CREATING NEW LOT 18, BLOCK 1 OF BRAITHWAITE PARK ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS; AND FOR OTHER PURPOSES.
(PROJECT NUMBER: PLA22-0006).

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the property line adjustment of part of Lot 6 and all of Lot 17, Block 1 of Braithwaite Park Addition creating new Lot 18, Block 1 of Braithwaite Park Addition the City of Bentonville, Benton County, Arkansas was submitted to the Bentonville Planning Commission on;

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

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

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

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

Section 1: That the property line adjustment of part of Lot 6 and all of Lot 17, Block 1 of Braithwaite Park Addition creating new Lot 18, Block 1 of Braithwaite Park 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;

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

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

PASSED AND APPROVED this_____ day of _____, 2022.

APPROVED:

_____
Stephanie Orman, Mayor

ATTEST:

_____
Kirby Romines, City Clerk

Bob Jackson Snell, II, and Edith Anne Snell

403 SE 7th Street

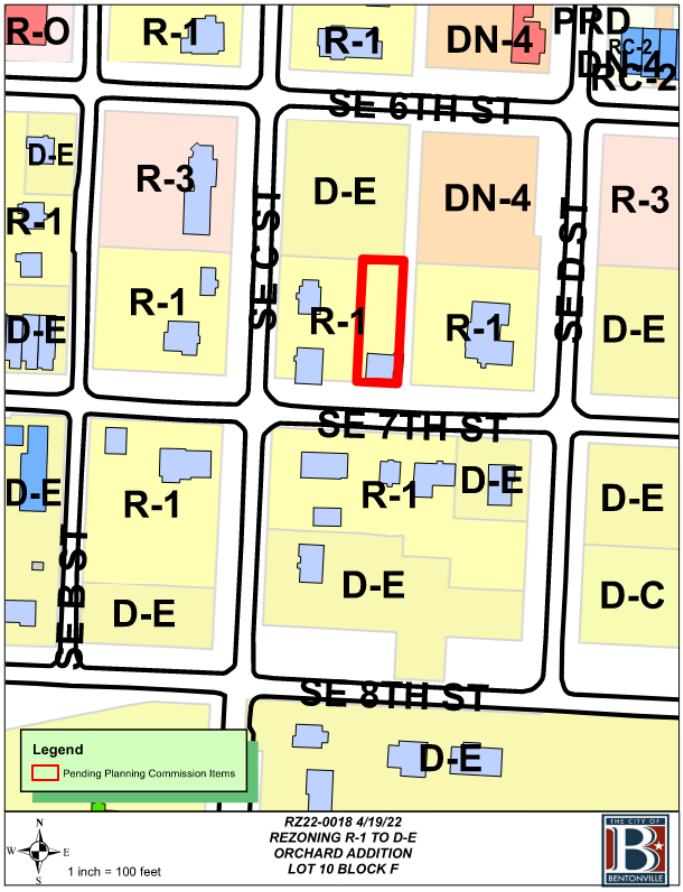
PC Date: 4/19/2022

Reviewer: Elizabeth Johnson, Senior Planner, AICP

Project Number	RZ22-0018
Applicant / Current Owner	Bob Jackson Snell, II, and Edith Anne Snell
Site Area	+/- 0.17 acres
Current Zoning	R-1, Low Density Single Family Residential
Requested Zoning	DE, Downtown Edge
Future Land Use Map Designation	Downtown Commercial (DC)

https://arcg.is/08HvK8

Location Map



Property Description

This property is located at 403 SE 7th Street. The property is surrounded by D-E, Downtown Edge to the north and R-1, Low Density Single Family Residential to the east, west, and south.

Relationship to the Bentonville Community Plan

The Future Land Use Plan currently depicts this property as Downtown Commercial. These areas typically 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.

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

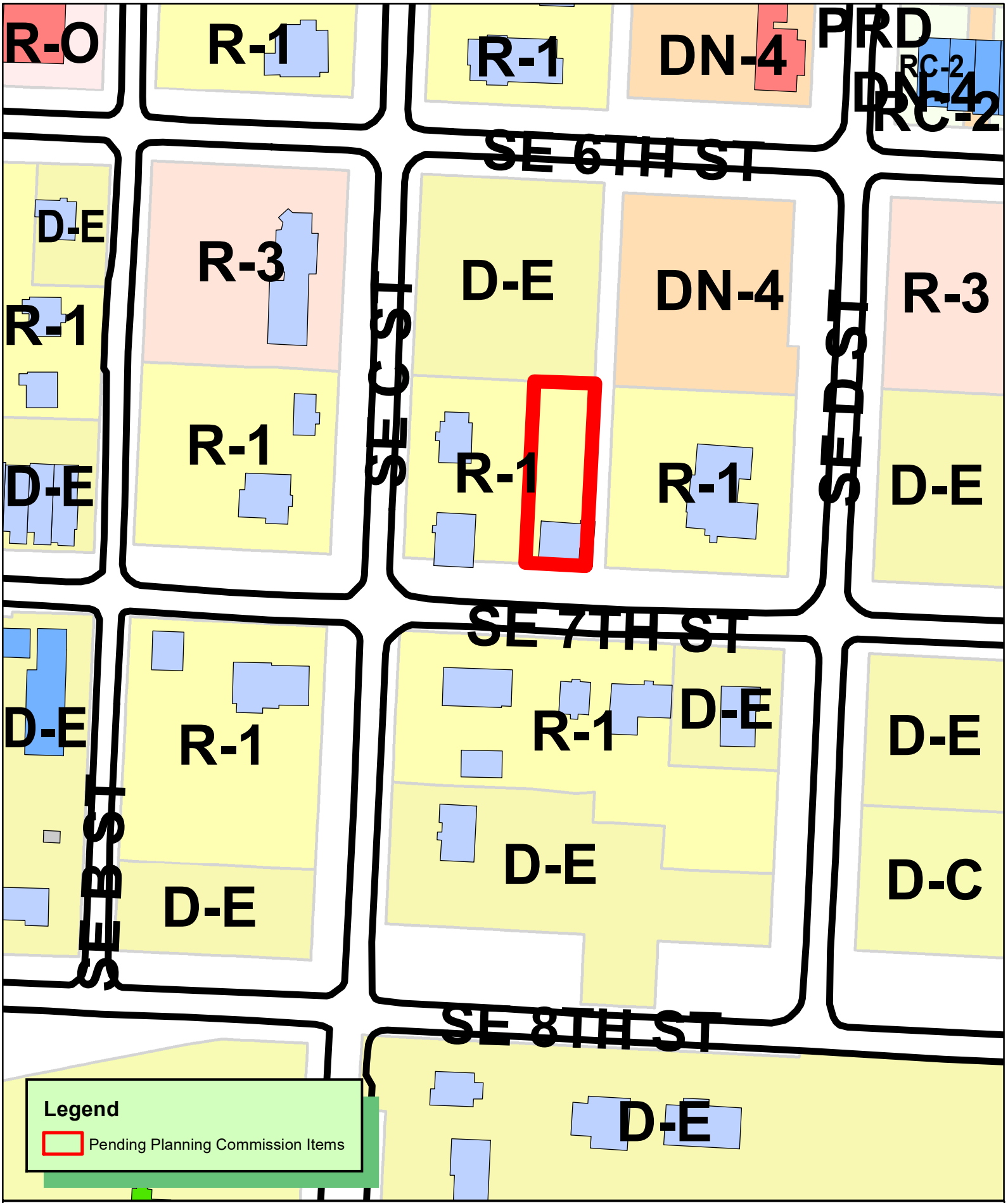
The DE district intends to create an area of transition between the Downtown Core with its retail emphasis and the lower density residential neighborhoods on the outskirts of downtown. This is the area of downtown with the greatest potential for infill and redevelopment. The physical form of structures 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 request is consistent with the Future Land Use Map and Zoning District Alignment Policy which states that property in Priority Area 1: Downtown Intensification with a Future Land Use Classification of Downtown Commercial should be zoned either DC, DE, DN-4, or PUD.

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 DE 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.



N
W E
S

1 inch = 100 feet

RZ22-0018 4/19/22
REZONING R-1 TO D-E
ORCHARD ADDITION
LOT 10 BLOCK F

THE CITY OF BENTONVILLE

March 14, 2022

Bentonville Current Planning
305 SW A Street
Bentonville, AR 72712

RE: Rezoning of Property for Bob and Edith Snell

Staff,

On behalf of Bob and Edith Snell, we would like to formally request a zoning change for parcel 01-3566-000 from R-1 to D-E, Downtown Edge. The property is outlined in the description provided and the proposed use will be single family residential. Bob and Edith Snell currently own the property and have signed the consent form.

The site is currently zoned R-1. Under that zoning, there are requirements that do not fit the downtown form, nor the pattern of development in this area. The property is near the intersection of SE C St and SE 7th St, approximately two blocks from the Momentary Museum. The parcel is surrounded by other properties that have rezoned to a downtown zoning district, with a majority being D-E. This includes the parcel directly adjacent to the north. Water and sewer are both readily available to the property.

The zoning request also conforms to the city's Land Use Plan and, therefore, the proposed use will fit nicely with the surrounding developments. Should you have any questions, please contact us at your convenience.

Thank you,

Taylor Lindley

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			
						Adjacent to Residential		Adjacent to Non-residential	
		Min.	Max.	Min.	Max.	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.

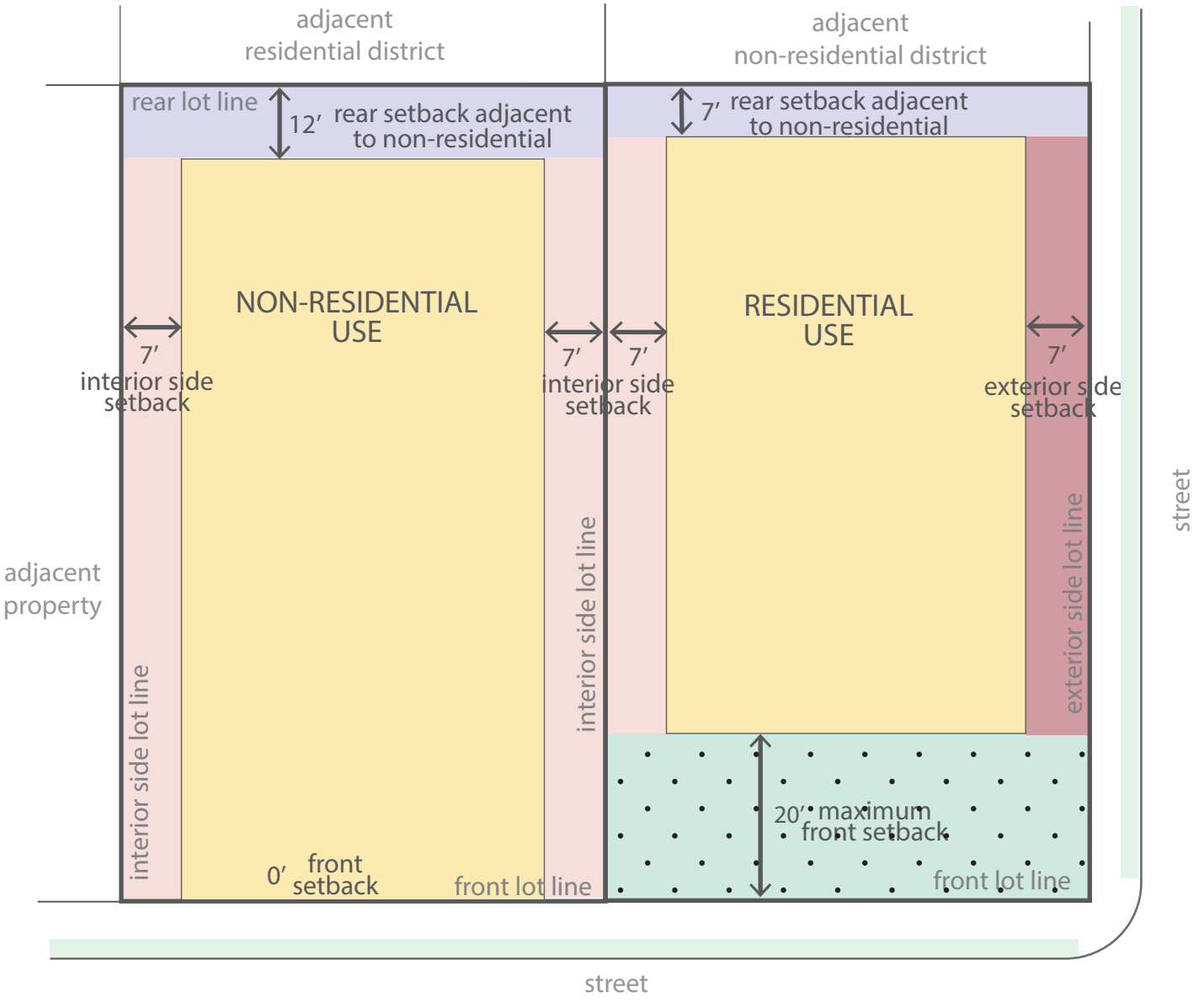
DE, Downtown Edge

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



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; AND FOR OTHER PURPOSES. (PROJECT NUMBER:RZ22-0018).

WHEREAS, Bob Jackson II and Edith Anne Snell 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:

BEING A PART OF LOT 3, BLOCK F OF ORCHARD ADDITION, PER PLAT RECORD A, AT PAGE 89 AND IN PLAT RECORD B AT PAGE 27. SAME BEING PART OF THE SW 1/4, NW 1/4, SECTION 32, T-20-N, R-30-W, FIFTH PRINCIPAL MERIDIAN, IN THE CITY OF BENTONVILLE, COUNTY OF BENTON, STATE OF ARKANSAS, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:COMMENCING AT A FOUND 1/2" REBAR BEING THE SOUTHEAST CORNER OF LOT 3, BLOCK F OF ORCHARD ADDITION AND A POINT IN THE NORTH RIGHT-OF-WAY OF SE 7TH ST.; THENCE ALONG SAID NORTH RIGHT-OF-WAY, SOUTH 87°38'21" EAST, A DISTANCE OF 100.10 FEET TO A FOUND 12" REBAR FOR THE POINT OF BEGINNING;THENCE DEPARTING SAID NORTH RIGHT-OF-WAY, NORTH 02°34'43" EAST, A DISTANCE OF 149.72 FEET TO A SET 5 8" REBAR W/ CAP "AR1002"; THENCE SOUTH 87°30'42" EAST, A DISTANCE OF 50.14 FEET TO A FOUND 5 8" REBAR W/ CAP "AR1002" IN THE WEST RIGHT-OF-WAY OF A 16' ALLEY PER PLAT BOOK A, PAGE 89; THENCE ALONG SAID WEST RIGHT-OF-WAY, SOUTH 02°33'33" WEST, A DISTANCE OF 149.61 FEET TO A SET5 8" REBAR W/ CAP "AR1002" IN THE NORTH RIGHT-OF-WAY OF SE 7TH ST.; THENCE ALONG SAID NORTH RIGHT-OF-WAY, NORTH 87°38'21" WEST, A DISTANCE OF 50.19 FEET TO THE POINT OF BEGINNING, CONTAINING 7,508 SQUARE FEET OR 0.53 ACRES, MORE OR LESS. SUBJECT TO ANY COVENANTS, RESTRICTIONS, EASEMENTS OR RIGHTS-OF-WAY OF RECORD OR FACT.;

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held April 19, 2022 in the Council Chambers of the City of Bentonville;

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

WHEREAS, the Planning Commission voted to recommend to the City Council that the petition be approved and that said property be rezoned from its present classification of R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL to DE, DOWNTOWN EDGE 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 toDE, DOWNTOWN EDGE be used in accordance with the city zoning laws and state laws;

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

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

PASSED AND APPROVED this_____ day of _____, 2022.

APPROVED:

_____
Stephanie Orman, Mayor

ATTEST:

_____
Kirby Romines, City Clerk

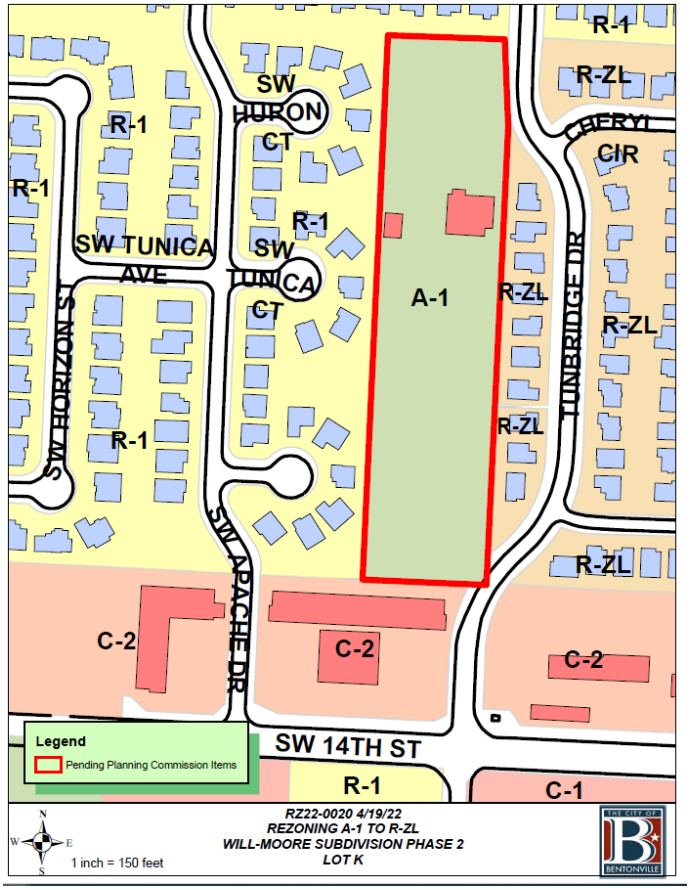
RJ Roth Holdings, LLC

1300 Tunbridge Drive
PC Date: 4/19/2022
Reviewer: Christopher Hyatt, Planning Technician

Project Number	RZ22-0020
Applicant / Current Owner	Lisle Rutledge and RJ Roth Holdings, LLC
Site Area	+/- 5.31 acres
Current Zoning	A-1, Agricultural
Requested Zoning	R-ZL, Zero Lot Line
Future Land Use Map Designation	Residential Estate (RE)
Requested Future Land Use Map Designation	Medium-Density Residential (MDR)

https://arcg.is/08HvK8

Location Map



Property Description
This property is located at 1300 Tunbridge Drive. The property is surrounded by R-1, Low-Density Single Family Residential to the north and west, R-ZL, Zero Lot Line Residential to the east, and C-2, General Commercial to the south.

Relationship to the Bentonville Community Plan
The Future Land Use Plan currently depicts this property as Residential Estate. The applicant requests a change in the Future Land Use Plan to 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 2, Infill, as identified in Chapter 4 of the Bentonville Community Plan (pg. 44).

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

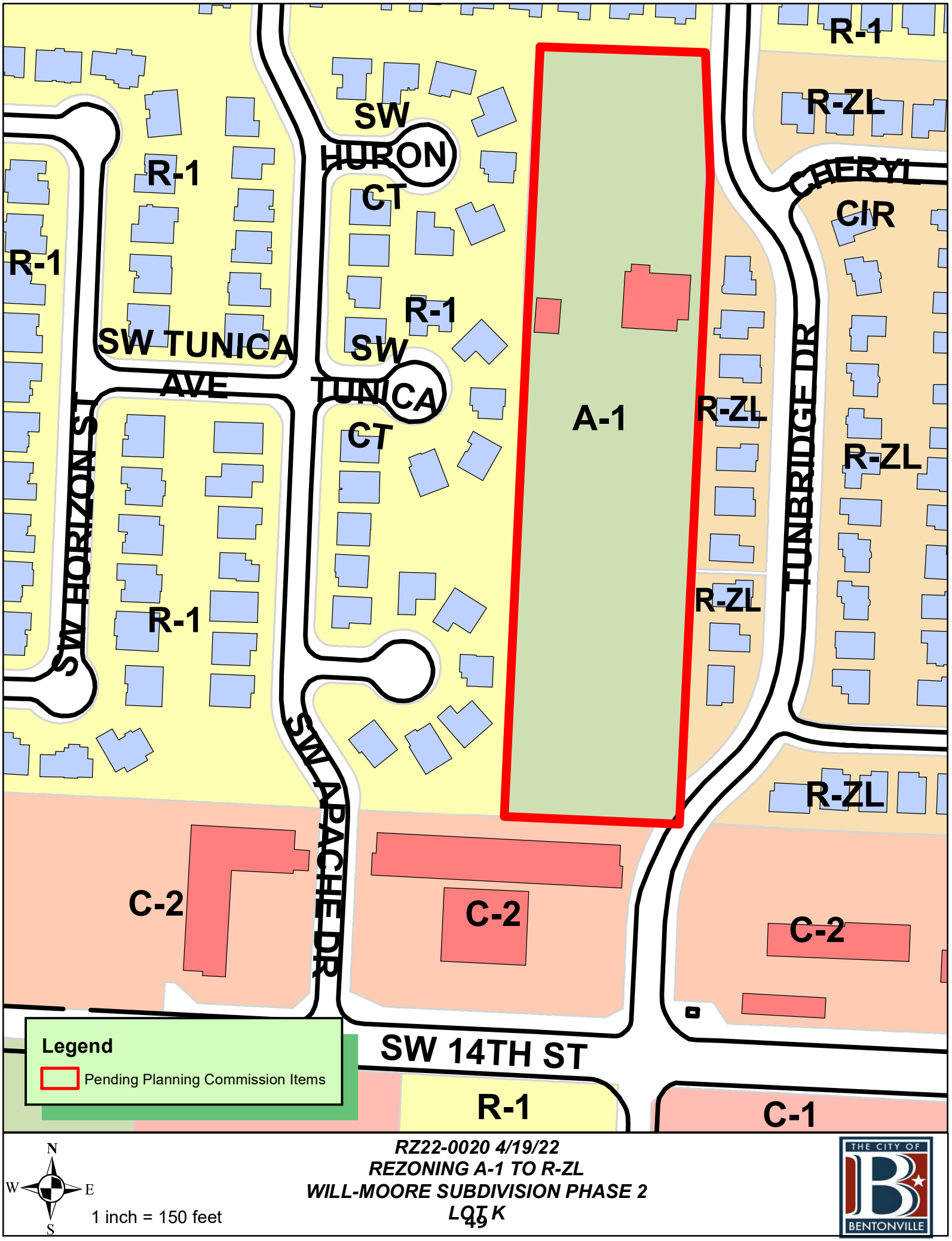
Analysis
The R-ZL District is a moderate density residential district designed to allow and encourage the development of a variety of dwelling types including "zero lot line" units suitable for a low cost per unit development. To be approved, an R-ZL district must be efficient in the use of land and utilities. It should be considered compatible with other residential uses and may be used to create a transition from low density residential zones to medium and high-density residential zones.

This request is not consistent with the Future Land Use Map and Zoning District Alignment Policy. However, a change in the Future Land Use Plan to Medium-Density Residential would support a rezone to R-ZL, as property in Priority Area 2: Infill with a Future Land Use Classification of Medium-Density Residential should be zoned either R-2, R-3, R-ZL, PRD, or RO.

This request is not consistent with the Future Land Use Plan, however, it is consistent with some of the surrounding zoning districts and development patterns in the area, as there are many existing R-ZL lots to the east of the subject property.

Conclusion
This rezoning request is not consistent with the current land use plan, however, the existing surrounding land use patterns lend support to this rezoning request.

Should the Planning Commission approve the Future Land Use Plan Amendment, planning staff recommends approval of the rezoning request. Should the Planning Commission deny the Future Land Use Plan Amendment, planning staff recommends denial of the rezoning.


R-1
R-ZL
SW HURON CT
CHERYL CIR
R-1
R-1
SW TUNICA AVE
SW TUNICA CT
A-1
R-ZL
R-ZL
TUNBRIDGE DR
SW HORIZON ST
R-1
R-ZL
SW APACHE DR
R-ZL
C-2
C-2
C-2
Legend
Pending Planning Commission Items
SW 14TH ST
R-1
C-1
N
W
E
S
1 inch = 150 feet
RZ22-0020 4/19/22
REZONING A-1 TO R-ZL
WILL-MOORE SUBDIVISION PHASE 2
LOT K
THE CITY OF
BENTONVILLE

REZONING APPLICATION AND NARRATIVE

Applicant (Property Owner): RJ Roth Holdings, LLC

Applicant's Representative:

Steve Lisle
Lisle Rutledge, PA
1458 Plaza Place, Suite 101
Springdale, AR 72764
Email Address: slisle@lislerutledge.com
Contact # 479.750.4444

Address of Property to be Rezoned:

Street Address: 1300 Tunbridge Dr., Bentonville
5.31 acres
S-T-R: 35- 20- 31
Parcel # (s) 01-04652-115

Narrative:

This request is to rezone 1300 Tunbridge Drive (the "Property") from the Agriculture (A-1) zoning district to the Residential Zero Lot Line (R-ZL) zoning district. The City's Future Land Use plan indicates Residential Estate zoning for the Property. The applicant requests a land use classification change to Medium Density Residential to accommodate the requested zoning change. The requested zoning is compatible with the adjacent zoning districts and uses. The Property is bordered on the east by a residential development with Zero Lot Line (R-ZL) zoning, on the south with a commercial development with General Commercial (C-2) zoning, and on the west with a residential subdivision with Residential (R-1) zoning.

The rezoning is requested to allow for the development of a small residential subdivision. R-ZL zoning will allow for the 50' x 90' lots of 4,500 sf that are planned for this long, narrow parcel. The planned lot size will make optimal use of the area and are compatible with the adjoining developments. Although the request is for Zero Lot Line, the Applicant intends to apply a front setback of 20', side interior setbacks of 7', side exterior setbacks of 20', and rear setbacks of 25'. The planned lot sizes significantly exceed the minimum allowed for R-ZL zones.

Attachments:

The following supporting documents are attached:

1. Property Owner Consent Form.
2. Warranty Deed.
3. Legal Description (in Word format).
4. Certified List of property owners within 200 feet.

R-ZL, Zero Lot Line Residential

The R-ZL District is a moderate density residential district designed to permit and encourage the development of a variety of dwelling types including "zero lot line" units suitable for a low cost per unit development. To be approved, an R-ZL district must be efficient in the use of land and utilities. It should be considered compatible with other residential use and may be used to create a transition from purely residential zones to medium and high-density residential zones.

Maximum Height Allowed: 36 feet

Minimum Street Frontage: 20 feet

Minimum Width of Corner Lots: 75 feet at building line

Lot and Area Standards:

District	Building type	Min. lot area (sq. ft.)	Min. land area / dwelling unit (sq. ft.)	Min. lot width	Max. lot coverage	
					Interior lot	Exterior lot
R-ZL	Zero lot line	4,000	-	40'	60%	65%

Minimum Setback Standards:

District	Building type	Front	Side		Rear
			Interior	Exterior	
R-ZL	Zero lot line	20'	One side yard setback must be no less than 12' and the other side yard setback may be 0 ft.'	20'	25'

Where a utility easement extends beyond the required setback, the edge of the utility easement shall be the setback.

Garage Setback Standards: *Applicable to attached and detached garages.*

Garage, Street Facing: 30 ft. from the property line the garage faces
Garage, Side- or Rear-loading: 20 ft. from the facing property line
Garage, Alley Facing: 20 ft. from property line at 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.

R-ZL, Zero Lot Line Residential

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.

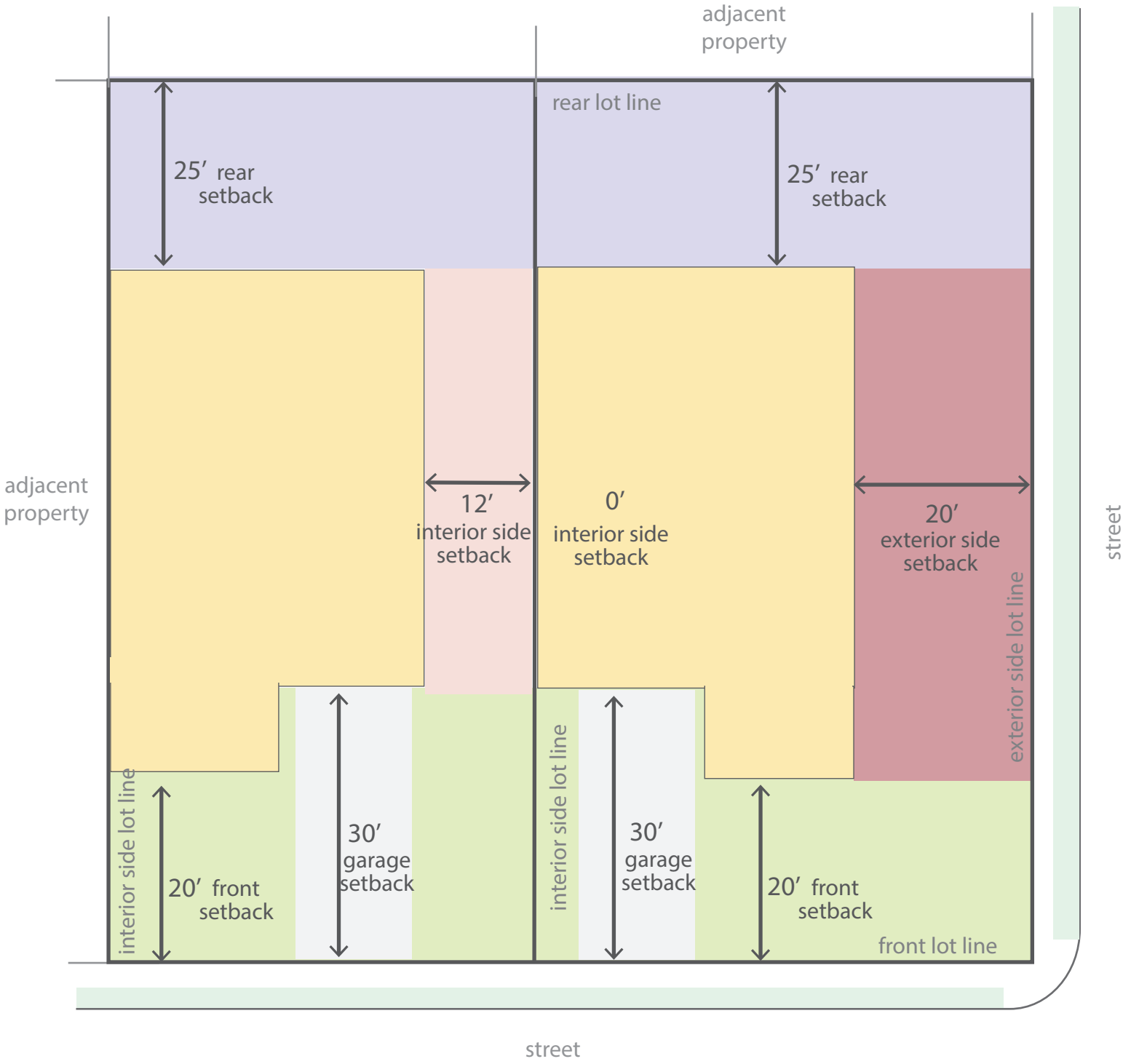
Land Uses:

ALLOWED BY RIGHT	CONDITIONAL	ACCESSORY
Agriculture and Animals Animal - domestic or household Community garden **Residential** Dwelling - modular Dwelling - single family Residential facility - assisted living **Recreation, Education & Assembly** Library Park - mini Park - neighborhood **Retail** Mobile food vendor **Services** Child care – registered family home (5 children)	**Agriculture and Animals** Botanical garden Urban farm **Residential** Home occupation - type b **Recreation, Education & Assembly** Aquarium Community center Country club Educational facility Golf course Religious facilities **Services** Adult day care Cemetery or mausoleum Child care – licensed center 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	**Residential** Home occupation - type a Dwelling - accessory **Transportation / Utilities** Solar energy system Wind energy system, small **Other** Building, accessory – nonresidential Donation boxes

Disclaimer: FOR INFORMATIONAL PURPOSES ONLY.
In cases of discrepancy between the information presented here and a city ordinance, the city ordinance will prevail.

R-ZL, Zero Lot Line Residential

Setback Illustration



RESOLUTION NO. _____

A RESOLUTION AMENDING THE CITY OF BENTONVILLE FUTURE LAND USE MAP FOR A SPECIFIC AREA FROM RESIDENTIAL ESTATE TO MEDIUM-DENSITY RESIDENTIAL; AND FOR OTHER PURPOSES.

(PROJECT NUMBER: RZ22-0020).

WHEREAS, RJ Roth Holdings, 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 land use classification of RESIDENTIAL ESTATE to MEDIUM-DENSITY RESIDENTIAL, which property is described as follows:

LOT K, WILL-MOORE SUBDIVISION, PHASE II, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT RECORD 6 AT PAGE 160 OF THE RECORDS OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT AN EXISTING REBAR MARKING THE NORTHEAST CORNER OF SAID LOT K AND RUNNING THENCE S02°25'36"W 1006.17', THENCE N87°17'23"W 229.95' TO AN EXISTING REBAR, THENCE N02°25'43"E 1006.19' TO AN EXISTING REBAR, THENCE S87°17'02"E 229.91' TO THE POINT OF BEGINNING, CONTAINING 5.31 ACRES, MORE OR LESS. SUBJECT TO THAT PORTION IN TUNBRIDGE DRIVE MASTER STREET PLAN RIGHT-OF-WAY ON THE EAST AND SOUTH SIDES OF HEREIN DESCRIBED TRACT AND SUBJECT TO ALL OTHER EASEMENTS AND RIGHTS-OF-WAY OF RECORD;

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held April 19, 2022 at the Council Chambers of the City of Bentonville;

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

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

NOW THEREFORE, BE IT RESOLVED 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 ESTATE to MEDIUM-DENSITY RESIDENTIAL on the City of Bentonville Future Land Use Map;

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

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

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

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 A-1, AGRICULTURAL TO R-ZL, ZERO LOT LINE; AND FOR OTHER PURPOSES.

(PROJECT NUMBER:RZ22-0020).

WHEREAS, RJ Roth Holdings 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 A-1, AGRICULTURAL to R-ZL, ZERO LOT LINE to be used in accordance with city zoning laws and state laws, which property is described as follows:

LOT K, WILL-MOORE SUBDIVISION, PHASE II, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT RECORD 6 AT PAGE 160 OF THE RECORDS OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT AN EXISTING REBAR MARKING THE NORTHEAST CORNER OF SAID LOT K AND RUNNING THENCE S02°25'36"W 1006.17', THENCE N87°17'23"W 229.95' TO AN EXISTING REBAR, THENCE N02°25'43"E 1006.19' TO AN EXISTING REBAR, THENCE S87°17'02"E 229.91' TO THE POINT OF BEGINNING, CONTAINING 5.31 ACRES, MORE OR LESS. SUBJECT TO THAT PORTION IN TUNBRIDGE DRIVE MASTER STREET PLAN RIGHT-OF-WAY ON THE EAST AND SOUTH SIDES OF HEREIN DESCRIBED TRACT AND SUBJECT TO ALL OTHER EASEMENTS AND RIGHTS-OF-WAY OF RECORD.;

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held April 19, 2022 in the Council Chambers of the City of Bentonville;

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

WHEREAS, the Planning Commission voted to recommend to the City Council that the petition be approved and that said property be rezoned from its present classification of A-1, AGRICULTURAL to R-ZL, ZERO LOT LINE R-ZL, ZERO LOT LINE.

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 R-ZL, ZERO LOT LINE toR-ZL, ZERO LOT LINE be used in accordance with the city zoning laws and state laws;

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

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

PASSED AND APPROVED this_____ day of _____, 2022.

APPROVED:

_____

Stephanie Orman, Mayor

ATTEST:

_____

Kirby Romines, City Clerk

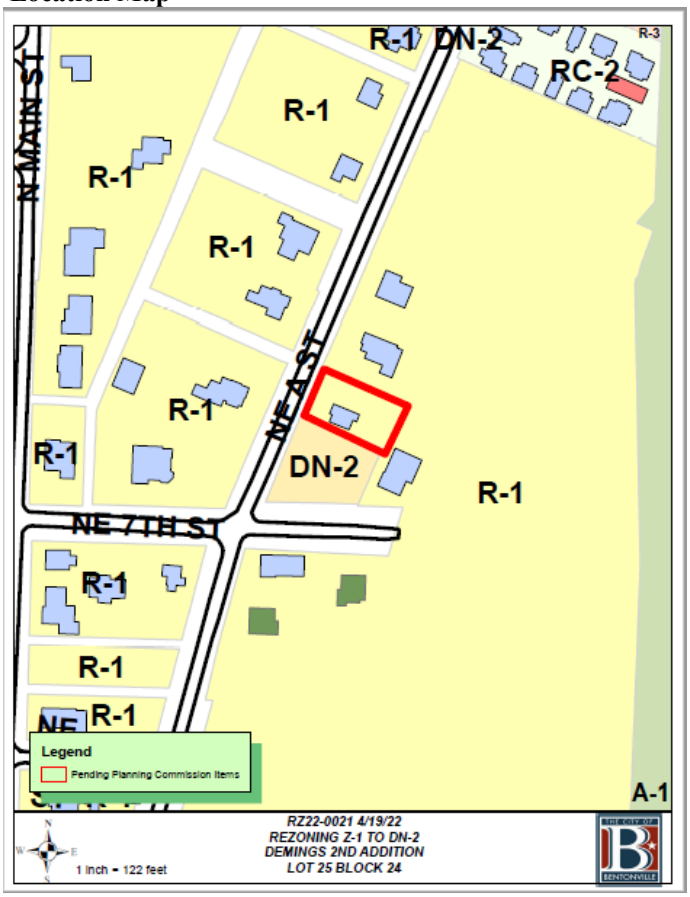
Casey & Hannah Roberts

704 NE A Street
PC Date: 4/19/2022
Reviewer: Luke Aitken, Planning Technician

Project Number	RZ22-0021
Applicant / Current Owner	Casey & Hannah Roberts
Site Area	+/- 0.27 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 704 NE A Street. Adjacent zoning districts include R-1, Low Density Single-Family Residential, to the North, East, and West, and DN-2 Downtown Medium Density Residential to the South.

Relationship to the Bentonville Community Plan
The Future Land Use Plan 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).

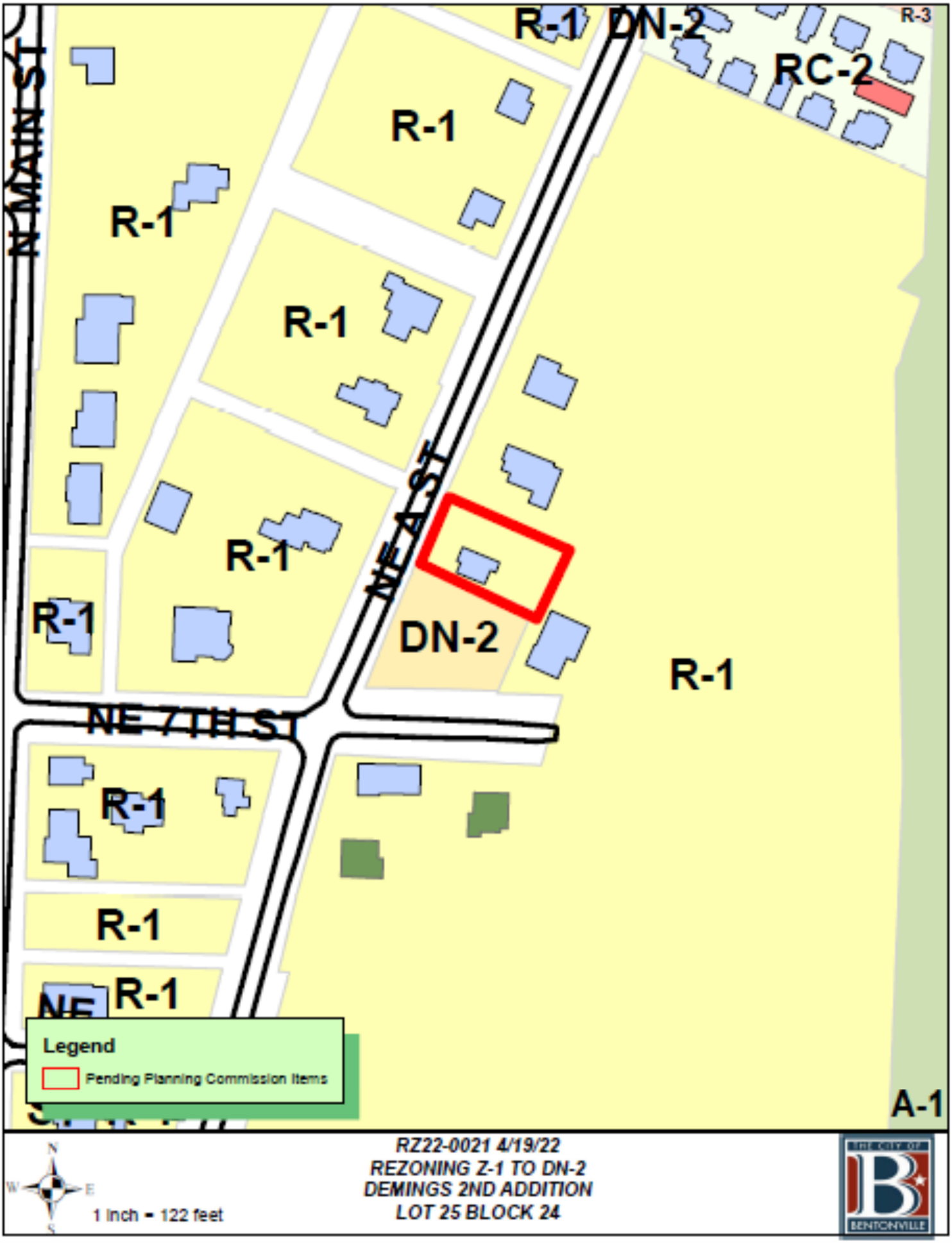
Public Comment
At the time of writing this staff report, staff has not received public comment on this item.

Analysis
The requested DN-2 zoning designation intends to allow for 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.

This request is consistent with the Future Land Use Map and Zoning District Alignment Policy which states that property in Priority Area 1: Downtown Intensification with a Future Land Use Classification of Medium Density Residential should be zoned either DN-2, RC-2, or PRD.

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 is existing DN-2 zoning 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.


R-1
DN-2
R-3
RC-2
N MAIN ST
R-1
R-1
R-1
R-1
NE A ST
R-1
DN-2
R-1
NE 7TH ST
R-1
R-1
R-1
NE
R-1
Legend
Pending Planning Commission Items
A-1
N
W
E
S
1 inch = 122 feet
RZ22-0021 4/19/22
REZONING Z-1 TO DN-2
DEMINGS 2ND ADDITION
LOT 25 BLOCK 24
BENTONVILLE

WATKINS, BOYER, GRAY & CURRY, PLLC

ATTORNEYS AT LAW

WILLIAM P. WATKINS, III, P.A.
RONALD L. BOYER, P.A.
JENNIFER E. GRAY, P.A.*
ANDREW T. CURRY, P.A.
WILLIAM A. KELLSTROM
JOHN E. JENNINGS (OF COUNSEL)
* ALSO LICENSED IN MISSOURI

WRITER'S DIRECT E-MAIL
wkellstrom@watkinslawoffice.com

DELYNN HALE, SECRETARY
AMY BENSON, PARALEGAL
WHITNEY DUCKER, OFFICE MANAGER

March 14, 2022

Bentonville Planning Department
305 SW A Street
Bentonville, AR 72712

RE: Rezoning Parcel No. 01-02287-002 from R-1, Low Density Residential to DN-2, Downtown Medium Density Residential

Dear Planning Staff:

This law firm has been hired to assist the applicants, Casey Roberts and Hannah Roberts in obtaining a rezoning of Parcel No. 01-02287-002 (hereinafter "the Property") from R-1, Low Density Residential to DN-2, Downtown Medium Density Residential.

The primary reason for this rezoning request is to bring the lot into compliance with Bentonville's updated downtown zoning codes and to take advantage of the bulk and density regulations incident thereto. Specifically, the applicant has plans to remodel the home on the property and would like to take advantage of the additional setbacks afforded by the DN-2 zoning designation.

The requested zoning is in compliance with the Bentonville Future Land Use Plan ("FLUP"). The FLUP designates this parcel as Medium Density Residential, which allows for DN-2 zoning only. Accordingly, no FLUP amendment is necessary in order to rezone the Property to DN-2. There is precedent for rezoning the property to DN-2, as properties at the corner of NE A and NE 7th Street and the corner NE A and NE Park Street have previously been rezoned to DN-2 as well.

This rezoning will not increase traffic by any appreciable amount, no signage is contemplated, and the appearance of the development will be similar to other redevelopment in downtown Bentonville. Lastly, a six inch (6") gravity sewer line and a four inch (4") water line are located along NE A St..

Thank you for considering this rezoning request. If you have any questions please feel free to contact me at 479-636-2168 or at wkellstrom@watkinslawoffice.com.

Sincerely,

WATKINS, BOYER,
GRAY & CURRY, PLLC

/s/ Will A. Kellstrom

Will A. Kellstrom

WK:
pc:

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF A-1, AGRICULTURAL TO DN-2, DOWNTOWN MEDIUM-DENSITY RESIDENTIAL; AND FOR OTHER PURPOSES. (PROJECT NUMBER:RZ22-0021).

WHEREAS, Casey Roberts 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 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 25, BLOCK 24, OF THE REPLAT OF LOTS 12, 15, 16 AND 19, BLOCK 24, DEMING'S SECOND ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS DESIGNATED IN PLAT RECORD BOOK "21" AT PAGE 212.;

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held April 19, 2022 in the Council Chambers of the City of Bentonville;

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

WHEREAS, the Planning Commission voted to recommend to the City Council that the petition be approved and that said property be rezoned from its present classification of A-1, AGRICULTURAL to DN-2, DOWNTOWN MEDIUM-DENSITY RESIDENTIAL 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 A-1, AGRICULTURAL to DN-2, DOWNTOWN MEDIUM-DENSITY RESIDENTIAL to DN-2, DOWNTOWN MEDIUM-DENSITY RESIDENTIAL be used in accordance with the city zoning laws and state laws;

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

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

PASSED AND APPROVED this_____ day of _____, 2022.

ATTEST:

_____
Kirby Romines, City Clerk

APPROVED:

_____
Stephanie Orman, Mayor

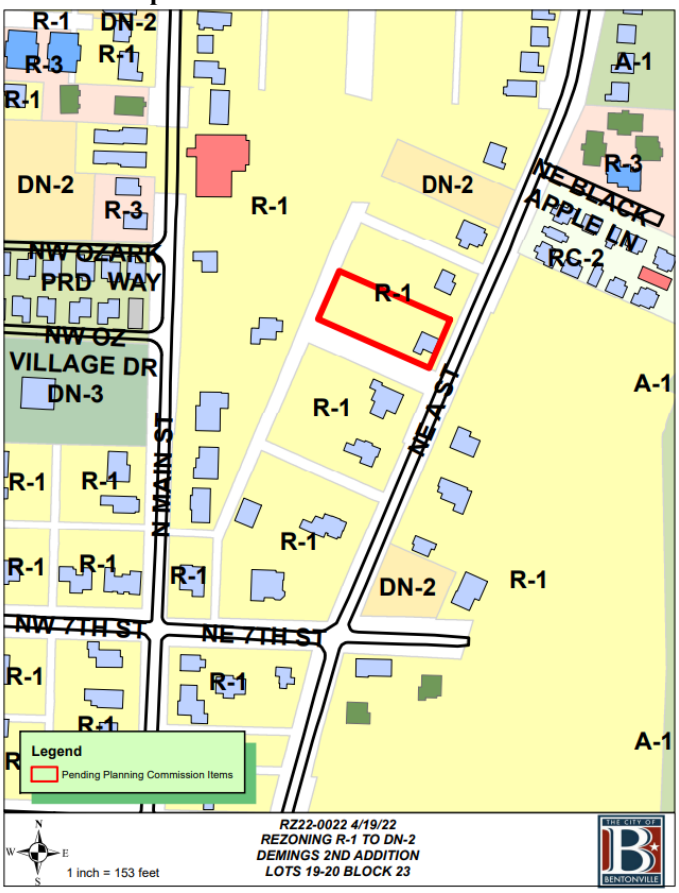
Mammoth Properties, LLC

803 NE A Street
PC Date: 4/19/2022
Reviewer: Jon Stanley, Senior Planner APA, ASLA

Project Number	RZ22-0022
Applicant / Current Owner	Mammoth Properties, LLC
Site Area	+/- 0.55 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 803 NE A Street. Adjacent zoning districts are all R-1, Low Density Single-Family Residential.

Relationship to the Bentonville Community Plan
The Future Land Use Plan currently depicts this property as Medium-Density Residential. Medium-Density 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). This request is consistent with the Future Land Use Map and Zoning District Alignment Policy which states that property in Priority Area 1: Downtown Intensification with a Future Land Use Classification of Medium Density Residential should be zoned either DN-2, RC-2, or PRD.

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.



N
W E
S

1 inch = 153 feet

RZ22-0022 4/19/22
REZONING R-1 TO DN-2
DEMINGS 2ND ADDITION
LOTS 19-20 BLOCK 23

THE CITY OF BENTONVILLE

WATKINS, BOYER, GRAY & CURRY, PLLC

ATTORNEYS AT LAW

WILLIAM P. WATKINS, III, P.A.
RONALD L. BOYER, P.A.
JENNIFER E. GRAY, P.A.*
ANDREW T. CURRY, P.A.
WILLIAM A. KELLSTROM
JOHN E. JENNINGS (OF COUNSEL)
* ALSO LICENSED IN MISSOURI

WRITER'S DIRECT E-MAIL
wkellstrom@watkinslawoffice.com

DELYNN HALE, SECRETARY
AMY BENSON, PARALEGAL
WHITNEY DUCKER, OFFICE MANAGER

March 14, 2022

Bentonville Planning Department
305 SW A Street
Bentonville, AR 72712

RE: Rezoning Parcel No. 01-02281-000 from R-1, Low Density Residential to DN-2, Downtown Medium Density Residential

Dear Planning Staff:

This law firm has been hired to assist the applicant, Mammoth Properties, LLC, in obtaining a rezoning of Parcel No. 01-02281-000 (hereinafter "the Property") from R-1, Low Density Residential to DN-2, Downtown Medium Density Residential.

The primary reason for this rezoning request is to bring the lot into compliance with Bentonville's updated downtown zoning codes and to take advantage of the bulk and density regulations incident thereto.

The requested zoning is in compliance with the Bentonville Future Land Use Plan ("FLUP"). The FLUP designates this parcel as Medium Density Residential, which allows for DN-2 zoning only. Accordingly, no FLUP amendment is necessary in order to rezone the Property to DN-2. There is precedent for rezoning the Property to DN-2, as properties at the corner of NE A and NE 7th Street and the corner NE A and NE Park Street have previously been rezoned to DN-2 as well.

This rezoning will not increase traffic by an appreciable amount, no signage is contemplated, and the appearance of the development will be similar to other redevelopment in downtown Bentonville. Lastly, a six inch (6") gravity sewer line and a four inch (4") water line are located along NE A St..

Thank you for considering this rezoning request. If you have any questions please feel free to contact me at 479-636-2168 or at wkellstrom@watkinslawoffice.com.

Sincerely,

WATKINS, BOYER,
GRAY & CURRY, PLLC

/s/ Will A. Kellstrom

Will A. Kellstrom

WK:
pc:

Bentonville Planning Commission
305 SW A Street
Bentonville, AR 72712

Re: RZ22-0022

Planning Commission Members-

The Commission should deny the requested zoning amendment because the applicant has not provided the Commission with justification sufficient to support rezoning. Instead, the circumstances support retaining the current R-1 zoning, which provides the applicant with ample opportunity for redevelopment without the potentially deleterious impacts of rezoning the parcel to DN-2.

Standard of Review

Bentonville Zoning Code Section 301.08 governs zoning amendments ("rezoning"). While a property owner may initiate rezoning through a petition, the City Council ultimately decides whether the rezoning should be permitted based in part on the Planning Commission's recommendation. Rezoning is not a right and it is this Commission's duty to determine whether the circumstances support rezoning.[1]

Under the Zoning District Alignment Policy, the City Council will consider four factors in making rezoning decisions: (1) consistency with the Future Land Use Plan; (2) consistency with the vision and policies of the Community Plan; (3) relationship and effect on the land use and zoning of the surrounding area; and (4) compatibility with recent development activity in the surrounding area.

The Circumstances Do Not Support Rezoning

The subject property is currently zoned R-1, which generally allows for single-family homes on lots of at least 6,000 square feet and minimum lot widths of 60 feet. This zoning and permissible use remains in place unless and until the City Council approves an amendment to the Zoning Map.[2] An amendment is not justified here.

Future Land Use Plan and Bentonville Community Plan

The subject property has been designated as Medium-Density Residential in the Future Land Use Plan. The intention of this designation 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*. The subject property is also within Community Plan Priority Area 1: Downtown Intensification. While the Plan states that the City should support increased density in a manner that allows developers to offset higher property costs through market-driven means, it also states that the City should invest in infrastructure to support such development "in a manner that is reflective of and respectful to the existing traditional neighborhood character and development pattern."

While greater density than the current single-family use is certainly justifiable and welcomed, the applicant has not demonstrated that rezoning to DN-2 more appropriately aligns with the vision and policies of the Community Plan or the overall intent of the Future Land Use Plan than simply maintaining

[1] The Future Land Use Plan states that it does not entitle landowners or developers to a specific right of use, density or intensity of use. Plan objectives are intended as desired outcomes that must be balanced with individual property rights, existing conditions, and other codes, policies and ordinances.
[2] The applicants claim that a primary reason for the request "is to bring the lot into compliance with Bentonville's updated downtown zoning codes." The current R-1 zoning is not non-compliant. The parcel owner could continue to use the property under the R-1 designation and redevelop it under its current R-1 designation, as others have done (see below).

the current zoning. The current R-1 designation would allow the applicant to place 3-4 homes on the property (with lot line adjustments). That itself would be a significant increase in density over the current use, and the resulting lot sizes and design standards would be more consistent with adjacent properties, which are zoned R-1. There are no higher-density properties nearby to which this property would serve as a transition; indeed, it would be an island of higher-density use in a sea of lower-density uses and many potential uses of the property would look sorely out of place.

Furthermore, the Future Land Use Plan and Zoning Code explain that the small lot widths permitted in the DN-2 zone are appropriate where alleys and infrastructure support such development. Here they do not. The property fronts Northeast A Street and the undeveloped Crystal Street, which contains no electric, gas, or sewer infrastructure. The rear of the property abuts an undeveloped alley that is currently being converted into use as a mountain bike trail, leaving it unavailable for the applicant's use.

Impacts on the Surrounding Area

While the applicant provides no specific information about its contemplated future use of the property, the Commission must find that *any* permissible use under the proposed zoning amendment would not have a negative effect on land use and zoning in the surrounding area and that it would be compatible with development activity in the surrounding area.

The applicant makes an unsupported assertion that the rezoning "will not increase traffic by an appreciable amount." At the same time, the applicant has stated that it intends to "take advantage of the bulk and density regulations" of the DN-2 zone, which presumably signals an intent to create density greater than the 3-4 homes that could be placed on the property under the current R-1 zoning. This would certainly result in an appreciable increase in traffic beyond the current single-family usage of the property.

Beyond that, there is very little infrastructure to support DN-2 uses beyond those that would already be permitted under the current R-1 zoning. Crystal Street is undeveloped, the alley behind the property is being converted into a bike trail, and Northeast A Street lacks the cohesive sidewalk network and traffic-calming features necessary to support a walkable, dense neighborhood.

Finally, the rezoning would permit uses that are not compatible with recent development activity on Northeast A Street. While the applicant provides two examples of rezonings to DN-2 in the last few years, most recent redevelopment on the street has been under R-1 zoning. For example, 602, 604, 729, 733, 801, and 806/808 NE A Street have all been recently constructed under R-1 zoning; additionally, the DN-2-zoned parcels at the corner of Northeast A and 7th Streets are single-family homes on relatively large lots. The predominant use of property on the street remains single-family homes on lots of 6,000 square feet or more.

Conclusion

In sum, the applicant has not provided the Commission with sufficient basis on which to recommend rezoning the subject property to DN-2; the weight of the circumstances instead support retaining the current R-1 zoning. The application should be denied.

Sincerely,

Brendan Morrissey
801 NE A Street

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL TO DN-2, DOWNTOWN MEDIUM-DENSITY RESIDENTIAL; AND FOR OTHER PURPOSES. (PROJECT NUMBER:RZ22-0022).

WHEREAS, Mammoth Properties, 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 19 AND 20, BLOCK 23, DEMING'S SECOND ADDITION, TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN IN PLAT RECORD B AT PAGE 24.;

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held April 19, 2022 in the Council Chambers of the City of Bentonville;

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

WHEREAS, the Planning Commission voted to recommend to the City Council that the petition be approved and that said property be rezoned from its present classification of R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL to DN-2, DOWNTOWN MEDIUM-DENSITY RESIDENTIALDN-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 DN-2, DOWNTOWN MEDIUM-DENSITY RESIDENTIAL be used in accordance with the city zoning laws and state laws;

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

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

PASSED AND APPROVED this_____ day of _____, 2022.

APPROVED:

_____
Stephanie Orman, Mayor

ATTEST:

_____
Kirby Romines, City Clerk

Agenda Item Form

Date of City Council Meeting	**4/26/2022**
Department	**Planning**
Submitted by	**Tyler Overstreet**
Phone	**(479) 271-3144**

Item Type: (*Check Applicable Item Type)*

☐ Budget Adjustment	☐ Change Order	☐ Informational	☑ Ordinance	☐ Resolution	☐ Bid Award

Recommendation/Suggested Action *(Enter recommendation in space below):*

This is a cost recovery fee for staff time involved in the administration of the Code Enforcement lien process. By transitioning from citations to a remediation and lien process, Code Enforcement can be more responsive and quicker to action, meaning faster resolution timeframes and more visible results to the public.

During the lien process, the Code Enforcement Officer makes two visits to the site, prepares violation letters, sends letters via certified mail, coordinates remediation through a contractor, and verifies compliance. Code Enforcement cases also involve the Planning Services Manager and Staff Attorney. An administrative mobilization fee should help discourage repeat offenses and prevent the city from providing mowing as a public service.

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 ESTABLISHING AN ADMINISTRATIVE MOBILIZATION FEE APPLICABLE TO LIENS SECURED THROUGH THE REMEDIATION PROCESS OF THE BENTONVILLE MUNICIPAL CODE; PROVIDING FOR THE EMERGENCY CLAUSE; AND FOR OTHER PURPOSES.

WHEREAS, the City of Bentonville Planning Department has deemed it necessary to review certain fees for the purposes of Code Enforcement;

WHEREAS, Arkansas State Law, A.C.A. 14-54-903(c)(1), allows for the collection of administrative fees associated with the City's lien process;

WHEREAS, adding this fee allows the City to recoup a portion of its cost incurred in the clean-up and remediation process.

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

Section 1: That the attached Exhibit A: Schedule of Fees; Exhibit B: New Fees and Descriptions, three copies of which are on file with the City Clerk and which have been made available for public review and inspection prior to passage, are hereby adopted by reference as though they were copied herein fully;

Section 2 – Emergency Clause: Due to the recurring and urgent nature of abating nuisance and unsightly conditions, the need to establish this fee is immediate in order to ensure that the City recoup its incurred costs and an emergency is hereby declared to exist and this Ordinance shall be in full force and effect from the date of its passage and approval;

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

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

PASSED AND APPROVED this_____ day of _____, 2022.

APPROVED:

_____

ATTEST: **Stephanie Orman, Mayor**

_____

Kirby Romines, City Clerk

EXHIBIT A – SCHEDULE OF FEES
DEPARTMENT: PLANNING
DIVISON: CODE ENFORCEMENT

ITEM	CATEGORY	CURRENT		PROPOSED		FEE NOTES
		UNIT	FEE	UNIT	FEE	
Administrative Lien Fee	New			EACH	10% of Remediation Costs, not to exceed $200	A fee to be collected concurrent with remediation liens. The fee covers staff time and costs for the lien process.

EXHIBIT B – New Fees and Descriptions

Administrative Lien Fee: This is a cost recovery fee for staff time involved in the administration of the Code Enforcement lien process. By transitioning from citations to a remediation and lien process, Code Enforcement can be more responsive and quicker to action, meaning faster resolution timeframes and more visible results to the public.

During the lien process, the Code Enforcement Officer makes two visits to the site, prepares violation letters, sends letters via certified mail, coordinates remediation through a contractor, and verifies compliance. Code Enforcement cases also involve the Planning Services Manager and Staff Attorney. An administrative mobilization fee should help discourage repeat offenses and prevent the city from providing mowing as a public service.

Agenda Item Form

Date of City Council Meeting	**4/26/2022**
Department	**Planning**
Submitted by	**Shelli Kerr**
Phone	**(479)271-6822**

Item Type: (*Check All That Apply)*

☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☑ Resolution	☐ Bid Award

Recommendation/Suggested Action *(Enter recommendation in space below):*

A resolution endorsing the temporary installation of artwork titled "Canoe Canoe" by artist Jeff Zischke on public property at Lake Bentonville Park. The installation consists of three painted aluminum canoes used as benches to be on display for approximately three years. Oz Art, LLC presented the art proposal to the Public Art Advisory Committee (PAAC) on March 8, 2022. Both the PAAC and the Parks and Recreation Advisory Board have approved the installation. The artwork, installation, maintenance and deinstallation will be funded by Oz Art, LLC and there is no cost to the city. Proposal attached.

Estimated Cost	**0**
Is this Item Budgeted?	☐ Yes ☑ No

If no, please explain how item will be funded *(briefly explain in space below)* :

Print

Public Art Proposal - Submission #1524

Date Submitted: 3/3/2022

Proposal for Public Art

Is the proposal independent or in response to a request for proposals?

- (●) Independent Proposal
- ( ) RFP - Multicultural Festival

Date*

3/1/2022

1) CONTACT INFORMATION

Complete this section with the primary contact for this project, which may include someone other than the artist, such as a curator or organization donating artwork to be placed on public property.

Name	Title	Organization Name
Elizabeth Miller	Art Collection Manager	OZ Art, LLC

Street Address	City	State	Zip Code
[redacted]	Bentonville	AR	72712

Email Address	Phone Number
[redacted]	[redacted]

2) ARTIST INFORMATION

Name*	City*	State*
Jeff Zischke	Scottsdale	AZ

Email Address	Phone Number

Upload artist resume / CV*

CV Delay.docx

Artist portfolio*

Other Works.docx

Provide at least three (3) images of previous artwork. Include title, date, media, location and brief description.

Artist website

https://www.jeffzischke.com/

For Collaborative Proposals:

Please use this section to provide information for partnering artists.

Name	City	State
		AR

Upload artist resume/CV

Choose File No file chosen

Artist portfolio

Choose File No file chosen

Provide at least three (3) images of previous artwork. Include title, date, media, location and brief description.

Artist website

3) ARTWORK DETAILS

Title of artwork*

Canoe Canoe

Provide the title of the artwork. This will be used for all agreements, signage and promotions.

Medium*

painted aluminum canoes

What are the primary materials in the artwork?

Location*

Lake Bentonville

Indicate recommended location for the proposed artwork by providing a street address or name of park or city facility.

Height*

10ft

Width and depth*

3ft

Description of artwork*

A grouping of three canoe benches, each 10ft h x 6ft w x 6ft d

You may either type directly into this application form or attached a Word or PDF document. If attaching a document, type in "see attachment" here to ensure the application is complete.

Upload description of artwork

anoe Canoe by Jeff Zischke.docx

Upload image of artwork*

Canoe Canoe by Jeff Zischke.docx

Provide at least one detailed sketch, drawing or digital illustration of the proposed artwork. Proposal illustrations should accurately and clearly describe the work, including dimensions, materials and an accurate portrayal of the final artwork.

4) INSTALLATION AND MAINTENANCE

Is the proposal for temporary or permanent display?*

- (•) Temporary
- ( ) Permanent

If temporary, what is the requested display period?*

- ( ) 1 year
- ( ) 2 years
- (•) 3 years or more
- ( ) Not applicable

Is the artwork already complete?*

- ( ) Yes
- (•) No

If artwork is complete, is it currently on display?*

- ( ) Yes
- ( ) No
- (•) Not applicable

If artwork is currently on display, when will it be available?

mm/dd/yyyy

If artwork is not complete, how much time is needed for fabrication?*

- ( ) 1-2 months
- (•) 3-6 months
- ( ) 7-10 months
- ( ) 11 months or more
- ( ) None - artwork is ready for installation

Is the artwork best suited for indoor or outdoor display?*

- ( ) Indoor
- (•) Outdoor
- ( ) Both

Is a foundation required to install the artwork?*

- (•) Yes
- ( ) No

If a foundation is required, indicate the size and shape needed.

TBD concrete footing

Does the artwork require access to electricity?*

- ( ) Yes
- (•) No

Does the artwork require access to water?*

- ( ) Yes
- (•) No

What is the life expectancy of the artwork?*

- ○ 1-2 years
- ○ 3-6 years
- ◉ 7-10 years
- ○ 11 or more years

Are there any special maintenance needs for this artwork?*

- ○ Yes
- ◉ No

If there are maintenance needs, please describe here.

5) BUDGET

Cost of materials*

0

Cost of production*

0

Costs such as equipment rental.

Delivery and installation cost*

0

Include cost to transport artwork and rental fees for installation equipment. Travel, lodging and food are not eligible costs.

Artist's Fee*

0

Total budget*

0

The total budget should include materials, production, delivery and installation and artist's fee provided above.

If project is a temporary display, please upload budget.

Choose File No file chosen

Temporary displays should include cost to install, cost to deinstall, annual lease price, and purchase price.

6) FUNDING

What is the planned funding for this proposal?*

- ○ City of Bentonville funding as part of a request for proposals
- ○ Bentonville Convention and Visitors Bureau funding
- ◉ Private funding
- ○ Fundraising required

Is the artwork a donation to the City of Bentonville?*

- ○ Yes
- ◉ No

Canoe Canoe by Jeff Zischke will be made of re-purposed aluminum canoes that are re-conditioned and re-painted (exact colors are TBD), with a seat and installed to act as a sculptural conversation piece. We would like to install them near the water's edge at Lake Bentonville inviting people to sit, relax and enjoy the environment.



Mockup of approximate installation location above.

Canoe Vue

Commissioned by The City of Ann Arbor Michigan and The Arts Commission,
Canoe Vue is made of re-purposed aluminum canoes that were re-conditioned and re-painted with a seat and installed to act as a sculptural conversation piece.They are installed near the waters edge of the Huron River inviting people to sit, relax and enjoy the environment and watch people canoe and kayak down the river.









Infinite Wave

Commissioned by the City of Chandler, Arizona , Chandler Arts Commission. Designed as a sculptural shade structure, 208 stainless steel wavy shapes are laser cut with a brushed finish and installed in a 65' x 75' structural framework.Extrenally lit with computer controlled RGB LED projector lights.



Blooming Spire

Commissioned by The City of Peoria, Arizona " Blooming Spire stands 50' tall by 12' wide and is made of welded stainless steel tubing and thermo formed polycarbonate. The sculpture is lit from below with 5 linear and 5 projector type of computer controlled RGB LED lights. Click on images to enlarge

RESOLUTION NO. _____

A RESOLUTION ENDORSING THE TEMPORARY INSTALLATION OF ARTWORK TITLED "CANOE CANOE", BY ARTIST JEFF ZISCHKE, ON PUBLIC PROPERTY AT LAKE BENTONVILLE PARK; AND FOR OTHER PURPOSES.

WHEREAS, the City Council of the City of Bentonville established the importance of integrating public art into the daily lives of its citizens by adopting a Public Art Policy with Ordinance No. 2013-40 on May 14, 2013;

WHEREAS, the Public Arts Advisory Committee recommended approval of said artwork and installation location on March 8, 2022;

WHEREAS, the Parks and Recreation Advisory Board also recommended approval of said artwork and installation location on April 4, 2022; and

WHEREAS, Oz Art, LLC is the curator providing funding and there is no cost to the City.

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

Section 1: The City Council of the City of Bentonville, Arkansas hereby endorses the installation of temporary artwork titled "Canoe Canoe", by artist Jeff Zischke, to be located on public property at Lake Bentonville Park;

Section 2: This art installation is funded by Oz Art, LLC;

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

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

PASSED this _____ day of _____, 2022.

APPROVED:

_____
STEPHANIE ORMAN, Mayor

Attest:

_____
KIRBY ROMINES, City Clerk

Agenda Item Form

Date of City Council Meeting	**4/26/2022**
Department	**Planning**
Submitted by	**Shelli Kerr**
Phone	**(479)271-6822**

Item Type: (*Check All That Apply)*

☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☑ Resolution	☐ Bid Award

Recommendation/Suggested Action *(Enter recommendation in space below):*

A resolution endorsing the temporary installation of artwork titled "Pop!" by Quartierdes Spectacles on public property downtown. The Amazeum is bringing this temporary piece for public engagment during the month of May as part of their annual UnGala fundraiser. Both the PAAC and the Parks and Recreation Advisory Board have approved the installation. The artwork, installation, maintenance and deinstallation will be funded by the Amazeum and there is no cost to the city. Proposal attached.

Estimated Cost	**0**
Is this Item Budgeted?	☐ Yes ☑ No

If no, please explain how item will be funded *(briefly explain in space below)* :

As part of the Scott Family Amazeum's upcoming UnGala, we are bringing in POP! an interactive installation of light, movement, and music.

Working as a giant jack-in-the-box, the goal is to free the creatures by talking or even singing to them. As the encouragements build, the monolith's gauge gradually lights up. And if participants succeed in releasing all 5 at the same time, they'll offer the spectators a show!

The interactive installation POP! is a celebration of light, music, and movement. This project was designed for the "Luminothérapie" event, a winter rendez-vous under the patronage of art for the young and old. The event represents a specific niche, promoting public spaces as a vector for the creation and dissemination of exceptional creative installations during Quebec's iconic winter

We will have the installation for a couple of weeks and would like to share this display as a bit of a love letter for Bentonville and NWA after a long couple of years. The installation would move from the Amazeum to Downtown Bentonville on Tuesday, May 10 and stay until May 23 or 24.

While there is light and sound and movement with this display, it can be turned off and on each day.

I have included a link for video and imagery of the installation in the link below-so you can get the full effect.

Watch a video of POP! here



RESOLUTION NO. _____

A RESOLUTION ENDORSING THE TEMPORARY INSTALLATION OF ARTWORK TITLED "POP!" BY QUARTIERDES SPECTACLES ON DOWNTOWN PUBLIC PROPERTY.

WHEREAS, the City Council of the City of Bentonville has established the importance of integrating public art into the daily lives of the citizens of Bentonville by adopting a Public Art Policy with Ordinance No. 2013 – 40 on May 14, 2013; and,

WHEREAS, the Public Arts Advisory Committee recommended approval of the artwork and location on April 12, 2022; and,

WHEREAS, the Parks and Recreation Advisory Board recommended approval of the artwork and location on April 15, 2022;

WHEREAS, the Amazeum is the curator providing funding and there is no cost to the city;

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

Section 1: That the City Council of the City of Bentonville, Arkansas hereby endorses the installation of temporary artwork titled "pop!" by Quartierdes Spectacles on downtown public property at no cost to the City of Bentonville.

PASSED and APPROVED this ___ day of _____, 2022.

APPROVED

_____
Stephanie Orman, Mayor

ATTEST:

_____
Kirby Romines, City Clerk

Agenda Item Form

Date of City Council Meeting	**4/26/2022**
Department	**Planning**
Submitted by	**Shelli Kerr**
Phone	**(479)271-6822**

Item Type: (*Check All That Apply)*

☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☑ Resolution	☐ Bid Award

Recommendation/Suggested Action *(Enter recommendation in space below):*

A resolution to enter into an agreement with CACHE for membership in the Municipal Arts Alliance with other municipalities in Northwest Arkansas and for public art related consulting services. The total cost of the agreement is $26,440. The Visit Bentonville Advertising and Promotion Commission has agreed to fund half of the cost of the agreement, in the amount of $13,220. The remaining half will be funded out of the professional services account in the Planning Department budget, in the amount of $13,220.

Estimated Cost	**$13,220.00**
Is this Item Budgeted?	☑ Yes ☐ No

If no, please explain how item will be funded *(briefly explain in space below)* :

MEMO

To: Mayor Stephanie Orman and Bentonville City Council
From: Shelli Kerr, AICP, Comprehensive Planning Manager
CC date: April 12, 2022
RE: Agreement with CACHE

Seeking approval of a resolution to enter into an agreement with CACHE for membership in the Municipal Arts Alliance with other municipalities in Northwest Arkansas and for public art related consulting services.

Creative Arkansas Community Hub & Exchange (CACHE) is a nonprofit committed to connecting, supporting, and developing Northwest Arkansas' arts and culture community. They have developed a Municipal Arts Alliance to strengthen the development of arts and culture in Northwest Arkansas with a cohesive strategy and vision across the region.

The City of Bentonville has a track record of commitment to increase the quality of life for Bentonville residents and visitors through ongoing investment in the development of arts and culture. Through investing in vibrant and varied cultural programming; elevating local traditions, rituals, and cultural practices; and supporting the livelihoods of artists and artisans, municipal government is a key agent in local creative ecosystems. Rather than amassing showpiece art collections—the way private institutions might—the work of municipal agencies is to foster a civic ecosystem, including wellness, foodways, performance, folk art, and other forms of creative expression. Ultimately, municipal art and creative investments contribute to public life and sense of belonging.

The Scope of Services includes monthly meetings with the Municipal Arts Alliance that consist of training/education components; travel to a more mature/advanced arts market; and 230 hours of one-on-one consultation with the City of Bentonville. The consultation outcomes are to:

1. Animate public spaces with creative programing;
2. Develop public outreach and communications approach;
3. Position the city for philanthropic and federal investment;
4. Build municipal capacity in the creative sector; and,
5. Foster interagency partnerships.

This partnership allows the city to leverage the work of the Public Art Advisory Committee and city staff to produce greater outcomes and benefits for Bentonville's economy, culture, resiliency, and quality of life.

The total cost of the agreement is $26,440. The Visit Bentonville Advertising and Promotion Commission has agreed to fund half of the cost of the agreement, in the amount of $13,220. The remaining half will be funded out of the professional services account in the Planning Department budget, in the amount of $13,220.

AGREEMENT

MUNICIPAL ARTS ALLIANCE MEMBERSHIP

CACHE + City of Bentonville

THIS AGREEMENT IS ENTERED INTO THIS _____(date) BY AND BETWEEN THE **CITY OF BENTONVILLE, ARKANSAS** AND **CACHE** FOR MEMBERSHIP IN THE MUNICAPL ARTS ALLIANCE AND FOR PUBLIC ART RELATED CONSULTING SERVICES.

1. OBJECTIVES

Vision: The development of arts and culture in Northwest Arkansas will be strengthened by a cohesive strategy and vision across the whole region.

CACHE is a nonprofit committed to connecting, supporting, and developing Northwest Arkansas' arts and culture community. The City of Bentonville has shown a track record of commitment to increase

the quality of life for Bentonville residents and visitors through ongoing investment in the development of arts and culture. The City of Bentonville and CACHE share a common goal to elevate arts and culture in a collaborative spirit through an Intergovernmental Arts Agency (IAA).

Role of municipal government: The necessary role of municipal government is to stimulate and sustain arts and creativity for all residents and communities. Through investing in vibrant and varied cultural programming; elevating local traditions, rituals, and cultural practices; and supporting the livelihoods of artists and artisans, municipal government is a key agent in local creative ecosystems. Rather than amassing showpiece art collections—the way private institutions might—the work of municipal agencies is to foster a civic ecosystem, including wellness, foodways, performance, folk art, and other forms of creative expression. Ultimately, municipal art and creative investments contribute to public life and sense of belonging.

2. SCOPE OF WORK OVERVIEW/ MEMBERSHIP BENEFITS

Inter-agency learning and best practices: CACHE proposes to engage its team and nation-wide subject matter experts and consultant partners to support the IAA members in the following ways:

- Monthly IAA meetings (at least 10; at least 5 of them hosting national arts leader guests) about shared topics of challenge, opportunity, and best practices
- Networking and shared learning opportunities
- Access to resources and tools (i.e., data and information, sample templates, policies, best municipal practices for art selection, curation and programming, diversity, equity and inclusion practices and processes, sample proposal process language, maintenance plans, processes for equitable resource distribution)
- Once per year, travel as a cohort (budget covers one representative per City) to a more mature/advanced arts market nationally for learning, networking, inspiration ($1,500-2,000/per person). City participation is subject to approval from the Mayor.
- Connectivity to networks of arts experts and municipal arts leaders across the country
- Collective fundraising and grant-seeking efforts for regional programming / projects. No grants will be applied for on behalf of the City of Bentonville, without prior review from the City's Staff Attorneys and express permission from the Mayor.
- Access to 1:1 time with CACHE team and national consulting partners
    - CACHE staff and national consulting partner rates are between $100 - $190/hour dependent upon subject matter and level of expertise
    - CACHE staff and national consulting partners plan to provide around 230 hours of consultation, to the City of Bentonville, per year
    - Consultation topics to be determined with City of Bentonville input, with possible topics including: public art, music policy, public art activation, arts strategy, cultural planning, arts and culture staff support, RFQ/RFP templates and proposals, national connections, and other topics to be determined based on participants' needs

Outcomes for the City of Bentonville: The following outcomes have been determined through in-depth discussions with Bentonville stakeholders. They will be refined through continuous iteration throughout the coming year.

Through a mix of peer learning, expert instruction, and consulting hours, the City of Bentonville will be supported in prioritizing and accomplishing some of the outlined goals. These are ambitious in scope and will require a sustained, multi-year process to fully realize.

- **Outcome 1: Animate public spaces with creative programming.**

  Develop a coordinated plan and approach for selecting and installing artwork in and programing those installations in new park facilities.

  In cooperation with PAAC, Parks Department, and other stakeholders, pilot a series of public arts and creativity programs in public spaces.

  Study potential partnerships with arts curators and agencies, private-sector developers, and the philanthropic sector in advance of the Quilt of Parks project.

- **Outcome 2: Develop public outreach and communications approach.**

  Explore a strategic marketing and communications plan that amplifies arts and creativity in Bentonville. Define opportunities to strengthen the municipal brand as an arts presenter and advocate. Identify opportunities for impact through partner agencies and the private sector. Explore earned media and PR strategies.

  Encourage public input and gather baseline data regarding the state of Bentonville's art and creativity ecosystem. Based on input, identify and promote Bentonville's strategic advantages in the region and nationally. Use same input to locate areas of opportunity for investment and additional programming.

- **Outcome 3: Position for philanthropic and federal investment.**

  Facilitate finding grants and developing grant proposals for public art, to support local artists, and other resources to further the public art program in Bentonville.

  Provide a review and suggestions for RFP's and share information about Bentonville's RFP to all artist networks.

- **Outcome 4**: **Build municipal capacity in the creative sector.**

  Expand PAAC bylaws and mandate in order to empower committees with best practices, access to resources, and prominent role in decision making regarding arts and creativity.

  Study comparable cities across the region and nationally to highlight effective practices and models for structuring municipal arts agencies. Develop a recommendation for operationalizing the most appropriate model for Bentonville.

- **Outcome 5: Foster interagency partnerships.**

  Establish a path to create better synergy between local organizations that support public art.

  Define clear roles for partner agencies including Visit Bentonville, Downtown Bentonville, Inc, CACHE, Crystal Bridges, Momentary, OZ Art/RUNWAY to ensure Bentonville's public art program is complimentary, supported and leveraged by other art organizations.

Proposed learning topics, format, and schedule are included as an APPENDIX.

3. RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES

The CACHE team and its sub-contracted partners (paid by CACHE) will provide consulting hours as described above.

For purposes of this agreement, CACHE will function in an advisory capacity only. Any final decisions or policies will be approved by the Mayor and City Council if applicable.

It is the responsibility of the City of Bentonville to select a representative that will be the key point of contact with the CACHE team; This key contact should be an active participant, attending at least 8 meetings annually (or send a representative), attend the cohort trip (or send a representative) subject to the above listed approvals, actively engage with consultants, and commit to collaborate with the cohort and contribute knowledge and shared learning.

The City of Bentonville will host at least 1 in-person monthly meeting as COVID-safety allows.

CACHE will consult to collaboratively help the City of Bentonville identify measurable goals from the list above and help the key City contact to plan corresponding allotted consultant hours.

CACHE staff will organize the once a year travel plans; each City representative will be reimbursed for their airfare, hotel, and per diem. CACHE will communicate these cost parameters.

The parties acknowledge that any data compiled subject to this Agreement may be subject to disclosure under the Arkansas Freedom of Information Act Ark. Code Ann §25-19-101. If a Freedom of Information Act request is presented to the City, CACHE will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act. Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.

The validity, interpretation, construction, and performance of this Agreement shall be governed by the laws of Arkansas and venue shall be in the Circuit Court of Benton County, Arkansas.

The City may terminate this agreement if it deems necessary and prudent, at any time.

4. PAYMENT

The Bentonville Advertising and Promotion Commission will pay CACHE in the amount of $13,220 and the City of Bentonville will pay CACHE in the amount of $13,220, **$26,440.00** total. Half of overall fee ($13,220.00) will be due upon execution of this agreement. After receipt, CACHE will commence the above described scope of work. The remaining 50% ($13,220.00) will be due to CACHE on April 31, 2022. Visit Bentonville A & P Commission has no interest in enforcing the terms of this agreement or in the receivables.

Check payable to: Northwest Arkansas Council Foundation
Mailing Address: 4100 Corporate Center Drive, Suite 205, Springdale, AR 72762

5. TERMS.

This agreement shall be for one year (365 days) beginning on the day all parties have signed this agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective on the latest day as reflected by the signatures below.

CACHE	City of Bentonville
_____	_____
_____	_____
Date	Date

APPENDIX

Proposed itinerary for Municipal Arts Alliance 2022 peer learning program (as of 1/1/2022)

#	Date	Topic	Location	Participants will…	Presenter / partner
1	April	Co-design	CACHE / coworking space	set individual and common goals for the learning; validate topics and schedule as needed; respond to initial evaluation survey	CACHE; evaluator tbd
2/3	May	Launch mini-symposiu m: the case for arts and culture	Artist space	clearly articulate the human and economic value of integrating arts and culture into policy at the municipal and regional levels	Michael Orlove, National Endowment for the Arts
4	June	Public finance	Siloam Springs	explore multiple economic models, including TIFs, bonds, improvement districts, and other incentives that support cultural infrastructure	HR&A
5	July	Music Ecosystems	Bentonville	learn from and adapt policy tools that make cities more hospitable to music ecosystems	Jesse Elliott, CACHE
6	Aug	Summer social: budgeting in the park	Rogers	share knowledge and experience among the group regarding the 2022 budgeting process	All; visual note-taker for budgets
7/8	Sept	Road trip: learning from colleagues (Workforce / Housing / Mobility)	Columbus, IN; Denver, CO; Tulsa, OK; Grand Rapids, MI	immerse themselves into arts and culture policy of another region for an opportunity to share insights regarding workforce development, mobility, and housing	TBD
9	Oct	Creative community development	Springdale	connect cultural practices to community development goals, such as affordable housing development and placekeeping	North Shore Community Development Corporation
10	Nov	Building an arts department and policy	Fayetteville	investigate successful models for structuring a working municipal “arts department” and policy, foregrounding Fayetteville as the latest regional model	Lucas Cowan, CACHE
11/ 12	Dec	Holiday social: conclusion / evaluation	Artist space	reflect on the learning to date, evaluate progress,and forumulate next steps	TBD

RESOLUTION NO. R-22-_____

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE CREATIVE ARKANSAS COMMUNITY HUB & EXCHANGE (CACHE); AND FOR OTHER PURPOSES.

WHEREAS, the City of Bentonville desires to partner with CACHE for membership in the Municipal Arts Alliance and consultation services;

WHEREAS, the City desires to be a proactive part of local arts and culture through continued investment in all forms of public art;

WHEREAS, this agreement allows the City to leverage the work of the Public Art Advisory Committee and City staff to produce greater outcomes and benefits for the City's economy, culture, resiliency, and quality of life; and

WHEREAS, the total cost of the agreement is twenty-six thousand four hundred forty-four dollars ($26,440.00), half of which will be paid by Visit Bentonville Advertising and Promotion Commission.

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

Section 1: The Mayor is authorized to enter into an agreement with CACHE;

Section 2: The City's portion of the agreement fee will be funded out of the Planning Departments professional services budget;

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

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

PASSED this _____ day of _____, 2022.

APPROVED:

_____
STEPHANIE ORMAN, Mayor

Attest:

_____
KIRBY ROMINES, City Clerk

Agenda Item Form

Date of City Council Meeting	**4.26.2020**
Department	**Fire**
Submitted by	**Brent Boydston**
Phone	**(479) 271-5927**

Item Type: (*Check Applicable Item Type)*

☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☑ Resolution	☐ Bid Award

Recommendation/Suggested Action *(Enter recommendation in space below):*

Resolution amending the agreement with ESO for the Fire Department Records Management System (RMS) to include three additional months of billing. This allows the entire RMS package (Fire and EMS) to be billed on one billing cycle.

Estimated Cost	**$4,522.00**
Is this Item Budgeted?	☑ Yes ☐ No

If no, please explain how item will be funded *(briefly explain in space below)* :

Inter-office Memorandum

To: Mayor Orman and City Council

From: Brent Boydston, Fire Chief

CC: Camille Thompson, Staff Attorney, Gladys Shoemake, Purchasing Manager, Jake Harper, Finance Director

Date: 4.26.2022

Re: ESO Amendment Agreement

Fire Department Staff is requesting approval to amend the original Resolution (12-14-21 I) for ESO to include three additional months of service to combine billing cycles for the Fire and EMS records management system.

The original Resolution that was approved by Council on December 14, 2021 was for $45,295.99, to add the additional three months of service will increase the total agreement to $49,818.02.

Thank you for your consideration.

Please send payments to:
ESO Solutions, Inc.
PO Box 679449
Dallas, TX 75267-9449

Invoice

Date: 1/1/2022
Invoice # ESO-68245

Terms Net 30
Due Date 1/31/2022
PO#

Bill To

Bentonville Fire Dept
117 West Central Ave
Bentonville AR 72712
United States
bboydston@bentonvillear.com

Ship To

Bentonville Fire Dept
117 West Central Ave
Bentonville
AR 72712
US

Item	From	To	QTY	UOM	List Amount	Discount	Total
RMS Bundle - ESO Fire Incidents	1/4/2022	3/9/2023	7	Stations	$6,788.00	$339.40	$7,596.98
Includes Auto EHR-import or Auto-CAD import, federal NFIRS data reporting, software updates and upgrades.							
RMS Bundle - ESO Inspections	1/4/2022	3/9/2023	7	Stations	$2,988.00	$149.40	$3,344.10
Includes the ability to manage multiple code sets, using those to developed customized Check-lists for inspections. The application allows you to schedule, manage, execute and finalize inspections as well as reschedule any required follow up inspections.							
RMS Bundle - ESO Properties	1/4/2022	3/9/2023	7	Stations	$2,684.00	$134.20	$3,003.87
Includes CAMEO integration, Pre-Plan view. Stores property and occupant history (presence of chemicals and tanks, Incidents, and previous inspections).							
RMS Bundle - Personnel Management	1/4/2022	3/9/2023	107	Employees	$3,945.00	$197.25	$4,415.16
Includes tracking of Training classes, certifications, credentials, immunization records. Discounted as a part of the RMS Bundle.							
RMS Bundle - ESO Hydrants	1/4/2022	3/9/2023	7	Stations	$2,085.00	$104.25	$2,333.49
Inventory and document testing and status of hydrants.							
RMS Bundle - ESO Activities - Fire and Fire/EMS Agencies	1/4/2022	3/9/2023	7	Stations	$1,420.00	$71.00	$1,589.23
Application for tracking non-response activities, including Operations and Community Risk Reduction and Daily Log.							
Fire Incidents NFIRS Data Import			6,000	Incidents	$3,995.00	$3,995.00	$0.00
Data migration from previous RMS platform.							
Properties/Inspections Data Import			7	Stations	$2,165.00	$2,165.00	$0.00
Data migration of Properties data and inspection reports into ESO's Properties and Inspections applications from a previously used RMS.							
Personnel Management Data Migration			107	Employees	$400.00	$400.00	$0.00
Migration of Information in Personnel Management that includes Demographics, Training Classes, Certifications, and Drivers License information.							
Fire - Training			5	Days	$5,975.00	$0.00	$5,975.00
Daily rate							
Fire - Training Travel Costs			5	Travel Cost	$1,250.00	$0.00	$1,250.00
One-time fee - covers all travel costs associated with on-site training option.							
Fire Incidents CAD Integration	1/4/2022	3/9/2023	6,000	Incidents	$2,495.00	$0.00	$2,939.32
Allows for integration of CAD data into the FIRE application. Ongoing maintenance included. Additional fees from your CAD vendor may apply.							
Assets-Checklist Bundle	1/4/2022	3/9/2023	20	Vehicles	$4,895.00	$244.75	$5,478.38
Web-based asset management and apparatus checklist for Fire and EMS.							

Please send payments to:
ESO Solutions, Inc.
PO Box 679449
Dallas, TX 75267-9449

Invoice

Date: 1/1/2022
Invoice # ESO-68245

Terms Net 30
Due Date 1/31/2022
PO#

Item	From	To	QTY	UOM	List Amount	Discount	Total
Asset Management and Checklist - Training and Implementation			20	Vehicles	$1,495.00	$1,495.00	$0.00
Training and configuration to include; group admin training, agency specific web-based sessions, online training and pre-recorded end user training.							
ESO Scheduling	1/4/2022	3/9/2023	107	Employees	$3,995.00	$199.75	$4,471.12
Online scheduling, messaging and detailed reporting.							
ESO Scheduling - Setup & Online Training			1	Sessions	$595.00	$180.01	$414.99
Webinar Training Session.							
On Demand Learning	1/4/2022	3/9/2023	107	Employees	$3,495.00	$0.00	$4,117.40
Unlimited, online training for all ESO products.							
Fire Data API	1/4/2022	3/9/2023	6,000	Incidents	$1,511.00	$0.00	$1,780.08
Data API to access account data in the ESO Fire RMS suite.							
ESO Inventory - Fire and Fire/EMS Agencies	1/4/2022	3/9/2023	6,000	Incidents	$2,795.00	$0.00	$3,292.74
Web-based inventory management software for Fire and EMS.							

Invoice Message:

Remit Payment to:

ESO Solutions, Inc.
PO Box 679449
Dallas, TX 75267-9449

Amounts invoiced are per your agreement(s) which may include annual uplift and an increase in quantities based on usage overages. Your payment of this invoice serves as acceptance of such increases.

Total (Without Tax):	$52,001.86
Tax:	$0.00
Grand Total:	$52,001.86
Amount Paid/Credit:	$2,183.84
Total Recurring:	$44,361.87
Total One-Time:	$7,639.99
Invoice Balance:	$49,818.02

Questions? Contact: AccountsReceivable@eso.com 866-766-9471 option 8

ESO will never e-mail you soliciting payment information. Please call us or e-mail AccountsReceivable@eso.com if you have any questions or wish to make a change.

Tax ID: 36-4566209

Pay Online

For a 3% fee, pay via Card

Direct Card Payment Link: https://app.suitesync.io/payments/acct_1FelgtGvY2g6ha8S/custinvc/2820222/?amount=5356191.58

Pay via Online Bank Transfer

Direct Bank Transfer Link: https://app.suitesync.io/payments/acct_1FelgtGvY2g6ha8S/custinvc/2820222/?card=false

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO ENTER INTO AN AMENDMENT TO THE AGREEMENT WITH ESO SOLUTIONS INC. FOR THE FIRE DEPARTMENT RECORDS MANAGEMENT SYSTEM TO INCLUDE THREE ADDITIONAL MONTHS OF BILLING IN THE AMOUNT OF FOUR THOUSAND FIVE HUNDRED TWENTY TWO DOLLARS ($4,522.00) AND FOR OTHER PURPOSES.

WHEREAS, the City of Bentonville entered into an agreement with ESO Solutions, Inc. for the Fire Department Records Management System; and

WHEREAS, this amendment is necessary in order to provide for three additional months of billing to allow the entire package to be billed on one billing cycle; and

WHEREAS, this amendment will be paid using budgeted funds.

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

Section 1: That the Mayor and Clerk be and are hereby authorized to enter into an amendment to the agreement with ESP Solutions Inc. to include three additional months of billing for the Fire Department Records Management System, in the amount of four thousand five hundred twenty two dollars ($4,522.00);

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

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

PASSED and APPROVED this _____ day of _____, 2022.

APPROVED:

_____
MAYOR

ATTEST:

_____
CITY CLERK

Agenda Item Form

Date of City Council Meeting	**4.26.2022**
Department	**Fire**
Submitted by	**Brent Boydston**
Phone	**(479) 271-3151**

Item Type: (*Check Applicable Item Type)*

☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☑ Resolution	☐ Bid Award

Recommendation/Suggested Action *(Enter recommendation in space below):*

Resolution approving a Budget Adjustment and authorizing the Mayor and City Clerk to enter in to the third and final amendment to Clinard Construction contract to complete the build out of the fire department training facility. This Budget Adjustment is in the amount of $393,172.38, and includes approximately $100,000.00 for contingency.

Estimated Cost	**$1,695,014.73**
Is this Item Budgeted?	☐ Yes ☑ No

If no, please explain how item will be funded *(briefly explain in space below)* :

Bond Funds, with a Budget Adjustment from Gerneral Reserves.

Budget Adjustment Request

Date of City Council Meeting	**4/26/2022**
Department	**Fire**
Submitted by	**Brent Boydston**
Phone	**(479) 271-3151**

Purpose of Budget Adjustment ***(Enter purpose in space below):***

To complete the construction of the Fire Training Facility.

General Ledger Account Information*				
Org (Department)	**Object**	**Account Description**	**Revenue + (-)**	**Expense + (-)**
102020	**47210**	**Plants and Buildings**		**$ 393,172.38**
		Totals	**$ -**	**$ 393,172.38**
		Net Impact on Fund Balance	**$**	**(393,172.38)**

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

Inter-office Memorandum

To: Mayor Orman and City Council

From: Brent Boydston, Fire Chief

CC: Camille Thompson, Staff Attorney, Gladys Shoemake, Purchasing Manager, Jake Harper, Finance Director

Date: 4.26.2022

Re: Final Amendment and Budget Adjustment

Fire Department Staff recommends Council approve the 3rd and final amendment to Clinard Construction to complete the construction of the Fire Training Facility.

This final amendment also requires a $393,172.38 Budget Adjustment. Since the Bond Issue was approved, the cost of steel increased and added approximately $250,000.00 to the cost of the structure.

In November 2021, Council approved the purchase of the structure. Clinard was able to get the structure under contract to secure the cost.

With sales tax rebate, and firm construction bidding, we believe that there will be some savings at the end of the project.

Thank you for your consideration.

AIA® Document A133™ – 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the Eleventh day of April in the year Two Thousand Twenty Two, is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the Thirteenth day of October in the year Two Thousand Twenty-One. (the "Agreement")
(In words, indicate day, month, and year.)

for the following **PROJECT:**
(Name and address or location)

Bentonville Fire Training Facility
2405 SW Aviation Drive
Bentonville, AR 72712

THE OWNER:
(Name, legal status, and address)

City of Bentonville
305 SW A Street
Bentonville, Arkansas 72712
Telephone Number: (479) 271-5966

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

Clinard Construction Management, Inc.
615 N. Walton Blvd. Suite D
Bentonville, Arkansas 72712
mclinard@clinardconstruction.com
Tel: 479-271-6212
Fax: 479-271-2490

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

A.1 GUARANTEED MAXIMUM PRICE

A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price for the Work to be

Init.
/

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User Notes: (1127510839)

performed for a complete facility as shown on the Contract Documents. The Owner and Construction Manager agree this Amendment shall be modified and increased to the total Guaranteed Maximum Price as defined in Section 3.2.1 prior to commencement of Construction. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed unless Owner and Construction Manager agree for a modification. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Four Million Seventy-Two Thousand and Sixty-Six Dollars and 40/100 Dollars ($ 4,072,066.40), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.
(Provide itemized statement below or reference an attachment.)

Pre-construction Construction Manager Fee - $45,000 (Purchase Order 22105706)

Phase 1 Construction Manager Fee - $25,000 (Purchase Order 22105705)

Guaranteed Maximum Price Amendment for Acquisition Costs of Tower and Props – $2,064,559.20 (Purchase Order 22200595)

Guaranteed Maximum Price Amendment for Earthwork and Storm Drainage - $242,492.67 (Purchase Order 222000595)

Guaranteed Maximum Price Amendment for the remaining Work for a complete facility. - $1,695,014.53 to be added to Purchase Order 222000595)

§ A.1.1.3 The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 Alternates
§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance

§ A.1.1.6 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)

ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
§ A.2.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

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[X] The date of execution of this Amendment.

[ ] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

§ A.2.3 Substantial Completion

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

[ ] Not later than ( ) calendar days from the date of commencement of the Work.

[X] By the following date: 12/31/2022

§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ A.3.1.1 The following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Fire Facilities Sales Contract	Wesco WT-4 Tower	12/3/2021	4
Fire Facilities - Added Exterior Stairs Parts Quote	Stair Parts	1/27/22	1
Symtech Agreement – Revised Proposal	Custom Props	1/7/2022	8
			63

§ A.3.1.2 The following Specifications:
(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

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Project Manual – by JBP Architects

Section	Title	Date	Pages
Division 00 - 34		3/31/2022	156

§ A.3.1.3 The following Drawings:
(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

Halff Associates, Inc. – Large Scale Development Plans – dated 4/6/2022 containing 9 pages

JBP Architects – Architectural, Structural, Plumbing, Mechanical and Electrical Plans including Inserted Plans from Fire Facilities and Symtech.dated 3/31/2022 containing 63 pages

Number	Title	Date

§ A.3.1.4 The Sustainability Plan, if any:
(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title	Date	Pages

Other identifying information:

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:
(Identify each allowance.)

Item	Price

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:
(Identify each assumption and clarification.)

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:
(List name, discipline, address, and other information.)

This Amendment to the Agreement entered into as of the day and year first written above.

Init.
/

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OWNER *(Signature)*

Stephanie Orman Mayor
(Printed name and title)

CONSTRUCTION MANAGER *(Signature)*

J. Mark Clinard President
(Printed name and title)

Init.

/

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Additions and Deletions Report for

AIA® Document A133™ – 2019 Exhibit A

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 15:52:09 ET on 04/15/2022.

PAGE 1

This Amendment dated the Eleventh day of April in the year ~~,~~ Two Thousand Twenty Two, is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the Thirteenth day of October in the year Two Thousand Twenty-One. (the "Agreement")

...

(Name and address or location)

Bentonville Fire Training Facility
2405 SW Aviation Drive
Bentonville, AR 72712

...

(Name, legal status, and address)

City of Bentonville
305 SW A Street
Bentonville, Arkansas 72712
Telephone Number: (479) 271-5966

...

(Name, legal status, and address)

Clinard Construction Management, Inc.
615 N. Walton Blvd. Suite D
Bentonville, Arkansas 72712
mclinard@clinardconstruction.com
Tel: 479-271-6212
Fax: 479-271-2490

...

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum ~~Price.~~ Price for the Work to be performed for a complete facility as shown on the Contract Documents. The Owner and Construction Manager agree this Amendment shall be modified and increased to the total Guaranteed Maximum Price as defined in Section 3.2.1 prior to commencement of Construction. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not ~~exceed.~~ exceed unless Owner and Construction Manager agree for a modification. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

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§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Four Million Seventy-Two Thousand and Sixty-Six Dollars and 40/100 Dollars ($ 4,072,066.40), subject to additions and deductions by Change Order as provided in the Contract Documents.
PAGE 2

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Guaranteed Maximum Price Amendment for Acquisition Costs of Tower and Props – $2,064,559.20 (Purchase Order 22200595)

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Guaranteed Maximum Price Amendment for the remaining Work for a complete facility. - $1,695,014.53 to be added to Purchase Order 222000595)
PAGE 3

[X] The date of execution of this Amendment.

...

[X] By the following date: 12/31/2022

...

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Fire Facilities - Added Exterior Stairs Parts Quote	Stair Parts	1/27/22	1
Symtech Agreement – Revised Proposal	Custom Props	1/7/2022	8
			63

PAGE 4

Project Manual – by JBP Architects

...

Division 00 - 34	3/31/2022	156

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PAGE 5

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Stephanie Orman Mayor

J. Mark Clinard President

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, J. Mark Clinard, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 15:52:09 ET on 04/15/2022 under Order No. 2114274174 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2019 Exhibit A, Guaranteed Maximum Price Amendment, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

(Signed)

_____

(Title)

_____

(Dated)

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Takeoff Worksheet

Clinard Construction Management, Inc.

Job# 3156 to 3156 - Amendment 1 - Tower & Props plus Bond

Part#	Description	Unit	Quantity	Cost	Ext. Price
1031	BONDS & SURETY - #1 FOR TOWER & PROPS	LS	1	30,000.00	**30,000.00**
13122	Fire Training Tower, Materials Only (Fire Facilities)	BID	1	1,367,279.0000	**1,367,279.00**
13122	Fire Training Tower, Sales Tax (9.5%)	LS	0.095	1,367,279.0000	**129,891.51**
13122	Anchor Bolts & Angle Embeds	INCL			
13410	Propane Fire Tower Props (Symtech)	BID	1	490,765.0000	**490,765.00**
13410	Propane Fire Tower Props, Sales Tax (9.5%)	PCT	0.095	490,765.0000	**46,622.68**
	Total Guaranteed Maximum Price Amendment #1				**2,064,558.18**

Job# 3156 to 3156 - Amendment 2 Earthwork and Storm Drainage

Part#	Description	Unit	Quantity	Cost	Ext. Price
1505	Mobilization for Earthwork (Arco)	BID	1.00	1,683.32	**1,683.32**
2070	Selective Demo, Remove & Haul Away Barbed Wire Fence	INCL			-
2013	Construction Entrance (Arco)	BID/SF	1.00	2,575.00	**2,575.00**
2013	Big Red and Straw Waddles (Arco)	BID	1.00	700.15	**700.15**
2110	Site Clear & Grub (Arco)	BID	1.00	4,893.76	**4,893.76**
2110	Strip & Stockpile Topsoil (Arco)	BID	1.00	1,398.00	**1,398.00**
2112	Undercut & Haul Away, Tower Pad + 5' beyond edge (Arco)	BID/CuYd	4,587.00	11.12	**51,007.44**
2112	Undercut & Haul Away, Driveway + 5' beyond edge	INCL			
2112	Import, Fill & Compact Structural Fill - Tower Pad 5' over (Arco)	BID/CUYD	6,850.00	14.60	**100,010.00**
2112	Import, Fill & Compact Structural Fill - Driveway plus 5' over	INCL			
2112	Blue Top & Finish Grading (Arco)	BID/SF	39,669.00	0.11	**4,363.59**
2112	Tensar Geogrid (Arco)	BID	30,000.00	0.93	**27,900.00**
2501	Class 7 Maintenance Base, 2" (Arco)	BID	33,400.00	0.41	**13,694.00**
2720	Storm Drains, 24" RCP Storm Pipe (Arco)	BID/LF	55.00	92.68	**5,097.40**
2720	Storm Drains, 24" Flared End Sections (ARCO)	BID/EA	2.00	1,997.07	**3,994.14**
2501	4" PVC Sleeves, Installed (Arco)	BID	160.00	14.08	**2,252.80**
	Earthwork & Paving Total:				**219,569.60**
	Subcontractor GL				**878.28**
	Bid Item Total:				**220,447.88**
	10% Contingency				**22,044.79**
	Total for Revised Guaranteed Maximum Price Amendment #2				**242,492.67**

Job# 3156 to 3156 - Amendment 3 - Balance of Site & Tower Construction

Part#	Description	Unit	Quantity	Cost	Ext. Price
1017	Printing & Reproductions	LS	1.00	800.00	**800.00**
1031	BONDS & SURETY - #2 FOR BALANCE OF COST OF PROJECT	LS	1	5,937.00	**5,937.00**
1032	Builders Risk Insurance, original budget	MO	10.00	800.00	**8,000.00**
1042	Project Manager	MO	15.00	1,500.00	**22,500.00**
1043	Superintendent, Pre-Construction	MO	3.00	3,300.00	**9,900.00**
1043	Superintendent, Construction	MO	9.00	9,410.00	**84,690.00**
1045	General Carpenter	LS	1.00	1,625.00	**1,625.00**
1046	General Labor	LS	1.00	3,575.00	**3,575.00**
1060	Safety & OSHA	LS	1.00	2,500.00	**2,500.00**
1062	Building Permit, up to $500K	By Owner			
1062	Building Permit, over $500K	By Owner			
1062	Building Permit, AR Act 474 - Max $1,000	LS	1	1,000.00	**1,000.00**
1065	Impact Fees	By Owner			
1065	BEUD Electrical Service Fees	Est	1	26,950.00	**26,950.00**
1067	Sleeves for 1" Domestic Water Fee & Sewer Tap	LS	1	1,200.00	**1,200.00**
1310	Survey & Layout, Site Work	EA	1.00	1,500.00	**1,500.00**
1310	Survey & Layout, Building Corners	LS	1.00	1,000.00	**1,000.00**
1410	Testing Lab Services, Earthwork Densities (Density Testing)	LS	1.00	4,243.35	**4,243.35**
1410	Testing Lab Services, Concrete & Rebar	LS	1.00	7,500.00	**7,500.00**
1415	Soils Boring/Testing	BID	1.00	4,150.00	**4,150.00**
1514	Construction Toilets	MO	11.00	200.00	**2,200.00**
1510	Temporary Utilities	MO	11.00	100.00	**1,100.00**
1545	Trash Removal & Cleanup	HAULS	10.00	700.00	**7,000.00**
1580	Signage, Postage, Misc.	LS	1.00	500.00	**500.00**
1590	Job Trailer	MO	9.00	500.00	**4,500.00**
1610	Equipment Rental	LS	1.00	4,000.00	**4,000.00**
1620	Small Tools	LS	1.00	650.00	**650.00**
1710	Final Cleaning, Tower	SF	6,000.00	0.25	**1,500.00**
2013	Concrete Washout (Arco)	BID	1.00	1,928.88	**1,928.88**
2280	Termite Treatment	SF	2,528.00	0.25	**632.00**
2510	Asphalt Paving - Mill 2" edge to edge of street (ARCO)	SqYds	756.70	10.74	**8,126.96**
2510	Asphalt Paving - Resurface 2" to edge of street	SqYds	311.11	19.26	**5,991.98**
2510	HD Asphalt - 4" Finish over 8" Base (ARCO)	BID/SF	6,810.00	4.65	**31,666.50**
2580	Parking Space & Fire Lane Striping	Est	1.00	2,500.00	**2,500.00**
2578	Joint Sealing at Construction Joints - Paving & Sidewalks	Est	1.00	12,500.00	**12,500.00**
2720	Storm Drain, Headwall at Existing 24" RCP (ARCO)	BID	1.00	7,435.63	**7,435.63**
2720	Storm Drains, Remove Existing 24" Flared End Section (ARCO)	INCL			
2848	Pipe Bollards	Est	8.00	500.00	**4,000.00**

2810	Landscape Irrigation, Water Bags Only @ Each Tree, L&M	Est	34.00	100.00	**3,400.00**
2830	Fencing & Gates, 6' w/Security Wire (Thomas Fence)	BID	710.00	28.52	**20,249.20**
2830	30' Gate, Pair of Swinging 15'	INCL			
2900	Landscaping, Trees & Shrubs (Holmes Landscaping)	BID	1.00	14,892.00	**14,892.00**
2900	Landscaping, 12,555 SF Bermuda Sod (Holmes Landscaping)	BID	1.00	6,164.85	**6,164.85**
2900	Landscaping, 13,200 SF Seed & Straw (Holmes Landscaping)	BID	1.00	1,752.00	**1,752.00**
2900	Landscaping, Topsoil & Fine Grading	Est	1.00	5,000.00	**5,000.00**
3010	Site Concrete, HD Paving (6" Concrete over 4" Base) ARCO	BID /SF	1,310.00	6.28	**8,226.80**
3010	Site Concrete, HD Paving 6" Concrete over 8" Base (ARCO)	BID /SF	22,200.00	6.76	**150,072.00**
3010	Site Concrete, HD Paving (Add 2" Concrete, Delete 2" Base)	EST / SF	22,200.00	1.24	**27,528.00**
3150	Elevated Slabs, 2nd Floor (J. Reed Const)	SF	2,100.00	8.63	**18,123.00**
3150	Elevated Slabs, 3rd Floor (J. Reed Const)	SF	1,440.00	8.63	**12,427.20**
3150	Elevated Slabs, 4th Floor (J. Reed Const)	SF	750.00	8.63	**6,472.50**
3301	Concrete Work - Tower Slab, Footings	BID	2,528.00	51.80	**130,950.40**
3301	Concrete Work - Stair Footings	INCL			
3330	Sidewalks, Public - 5' wide, 4" Base 4" Concrete	BID /SF	1,135.00	6.56	**7,445.60**
3330	ADA Ramps	BID /EA	3.00	584.63	**1,753.89**
5520	Steel Handrail (Fire Facilities)	INCL			
7100	Waterproofing, Joint Sealing (Fire Facilities)	INCL			
8101	Hollow Metal Frames, Int/Ext (Fire Facilities)	INCL			
8110	Hollow Metal Doors (Fire Facilities)	INCL			
8360	Overhead Doors (Fire Facilities)	INCL			
8705	Finish Hdw & Specialties (Fire Facilities)	INCL			
9270	Metal Studs/Drywall/Accoustical (Fire Facilities)	INCL			
9270	Metal Studs/Drywall, Warehouse	INCL			
9900	PAINTING, EXPOSED EXTERIOR COLUMNS	Est	1.00	5,000.00	**5,000.00**
9900	Painting, Bollards & Railings	Est	1.00	2,500.00	**2,500.00**
10420	Dedication Plaque (L&M)	Est	1.00	2,000.00	**2,000.00**
10430	Exterior Signage, 96" Maltese Cross (L&M)	Est	1.00	3,000.00	**3,000.00**
13121	Steel Erection, Main Building (J Reed Landau)	BID	1	660,000.00	**660,000.00**
13121	Steel Erection, Add for Liner Panel (J Reed Landau)	BID	1	24,000.00	**24,000.00**
13121	STEEL ERECTION, ADJUST TO REVISED 12/3/21 FF DRAWINGS	BID	-1	74,000.00	**(74,000.00)**
13121	DELETE BRICK PANELS INSTALLATION (J Reed Landau)	EST	-1	30,000.00	**(30,000.00)**
13122	REDUCED COST OF TOWER W/O BRICK & STAIRS	BID	-1	170,584.48	**(170,584.48)**
13122	REDUCED SALES TAX ON DELETED ITEMS @ 9.5%	INCL			
13122	ADD BACK COST OF STAIRS INCLUDING FREIGHT	BID	1	85,385.00	**85,385.00**
13122	ADD BACK SALES TAX ON STAIRS	LS	0.095	85,385.00	**8,111.58**
13410	Reduced Price for Propane Fire Tower Props (Symtech)	BID	-1	26,000.00	**(26,000.00)**
13410	Reduced Tax for Propane Fire Tower Props, Sales Tax (9.5%)	PCT	-0.095	26,000.00	**(2,470.00)**
13410	ADD FOR P&P BOND Symtech	BID	1	17,200.00	**17,200.00**
15300	Demo, Haul Off & Traffic Control for Street Cut (ARCO)	BID	1.00	4,286.33	**4,286.33**
15300	Tapping Sleeve & Valve (ARCO)	BID	1.00	5,106.37	**5,106.37**
15300	Water Line 8" C900 (ARCO)	BID / LF	360.00	62.99	**22,676.40**
15300	Water Line 6" C900 (ARCO)	BID / LF	54.00	44.79	**2,418.66**

15300	Fire Protection Fire Hydrant Assembly (ARCO)	BID / EA	2.00	7,789.40	**15,578.80**
15300	Water Line DI Fittings (ARCO)	BID / LS	1.00	3,468.27	**3,468.27**
15300	Open Cut Stree Repair (ARCO)	BID / SF	445.00	8.42	**3,746.90**
15300	Utility Bond (ARCO)	BID / LS	1.00	1,431.99	**1,431.99**
15400	Plumbing, LP Gas Piping & Tower Hookups for Propane (HDI)	BID	1.00	69,200.00	**69,200.00**
15500	Flush Mounted 18" x 18" Wall Louvers (Materials Only)	EA	9.00	450.00	**4,050.00**
16050	Electrical, Main Switchgear (400 amp) plus hookup to Tower	BID	1.00	184,835.00	**184,835.00**
16050	Electrical, Alt #1 - 2" conduit to green space for RR	BID	1.00	1,554.00	**1,554.00**
1033	Subcontrator's GL Insurance (.4 % on Subcontractor Cost #3 Only)	Est	0.004	2,082,923.66	**8,331.69**
	Sub-Total for Guaranteed Maximum Price Amendment #3				**1,528,586.25**
	5% Contingency on Amendment #3				**76,429.31**
17000	CCMI Fee - Pre-Construction Phase Fee	LS	1.00	45,000.00	**45,000.00**
17000	CCMI Fee - Construction Phase 1 & 2 Fee	LS	1.00	115,000.00	**115,000.00**
	GRAND TOTAL FOR AMENDMENTS #1, #2 AND #3 plus CM Fees				**4,072,066.40**
	less P.O. # 22105705 - Phase 1 Construction Fee				**(25,000.00)**
	less P.O. #22105706 - Pre-Construction CM Fee				**(45,000.00)**
	less P.O. #22200595 - Amendment #1 - Tower, Props, Bond				**(2,064,559.00)**
	less P.O. #22200595 - Amendment #2 - Earthwork, Storm Drainage				**(242,492.67)**
	Total for Amendment #3 - Balance of the Work - to be added to P.O. #22200595				**1,695,014.73**

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO ENTER INTO THE THIRD AND FINAL AMENDMENT TO THE GUARANTEED MAXIMUM PRICE CONTRACT WITH CLINARD CONSTRUCTION FOR CONSTRUCTION OF THE FIRE DEPARTMENT TRAINING FACILITY IN AN AMOUNT NOT TO EXCEED ONE MILLION SIX HUNDRED NINETY FIVE THOUSAND FOURTEEN DOLLARS AND SEVENTY THREE CENTS ($1,695,014.73), AUTHORIZING A BUDJET ADJUSTMENT AND FOR OTHER PURPOSES.

WHEREAS, the City of Bentonville entered into the original guaranteed maximum price contract with Clinard Construction for the Bentonville Fire Department Training facility on October 13th, 2021; and

WHEREAS, this amendment is necessary in order to provide for additional services for the final completion and build out of the Fire Department Training Facility in an amount not to exceed one million six hundred ninety five thousand fourteen dollars and seventy three cents ($1,695,014.73); and

WHEREAS, this amendment will be paid primarily using bond funds, together with a budget adjustment in the amount of three hundred ninety three one hundred seventy two dollars and thirty eight cents ($393,172.38) from General Fund Reserves.

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

Section 1: That the Mayor and Clerk be and are hereby authorized to enter into an amendment to the guaranteed maximum price contract with Clinard Construction to provide for the final completion and build out of the Fire Department Training Facility in an amount not to exceed one million six hundred ninety five thousand fourteen dollars and seventy three cents ($1,695,014.73);

Section 2: That the 2022 Budget should be and is hereby amended to allocate three hundred ninety three thousand one hundred seventy two dollars and thirty eight cents ($393,172.38) from General Fund Reserves to Account 102020-4710 Plants and Buildings;

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

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

PASSED and APPROVED this _____ day of _____, 2022.

APPROVED:

_____
MAYOR

ATTEST:

_____
CITY CLERK

Agenda Item Form

Date of City Council Meeting	**4/26/2022**
Department	**Police Department**
Submitted by	**Ray Shastid**
Phone	**(479) 271-3170**

Item Type: (*Check Applicable Item Type)*

☐ Budget Adjustment	☐ Change Order	☐ Informational	☑ Ordinance	☐ Resolution	☐ Bid Award

Recommendation/Suggested Action *(Enter recommendation in space below):*

Ordinance to approve a Waiver of Bid to purchase a proprietary outdoor vortex total containment bullet trap system from Action Target, Inc., through the participation in the General Services Administration (GSA) Cooperative (Co-op); contract #GS07F0482Y. Use of a Co-Op is allowed pursuant to Arkansas State Schedule 19-11-249; Pricing for multiple items included in this purchase, to include all equipment, shipping, installation, and warranty, matches the U.S General Services Administration (GSA) Cooperative Contract pricing. This purchase is part of the 2021 bond extension voted on April 13, 2021 for a law enforcement training facility. The bullet trap is used to stop and collect projectiles to prevent overpenetration and stray shots, provides excellent lead containment, and will increase overall safety of the live fire range. Pricing includes all equipment, shipping, factory installation, warranty, and applicable taxes.

Estimated Cost	**$523,946.03 (includes sales tax)**
Is this Item Budgeted?	☐ Yes ☑ No

If no, please explain how item will be funded *(briefly explain in space below)* :

Bond extension approved by election on April 13, 2021.

Waiver of Bid Request

Date of City Council Meeting	**4/26/2022**
Department	**Police Department**
Submitted by	**Ray Shastid**
Phone	**(479) 271-3170**

Vendor	**Action Target, Inc**
Total Cost	**$523,946.03 (includes sales tax)**

Description of Purchase ***(This should include a detailed description of the type of material, equipment or service that is being requested including make, model, year & options if applicable. Enter details in space below):***

Request for a Waiver of Bid to purchase a proprietary outdoor vortex total containment bullet trap system from Action Target, Inc., through the participation in the General Services Administration (GSA) Cooperative (Co-op); contract #GS07F0482Y. Use of a Co-Op is allowed pursuant to Arkansas State Schedule 19-11-249; Pricing for multiple items included in this purchase, to include all equipment, shipping, installation, and warranty, matches the U.S General Services Administration (GSA) Cooperative Contract pricing. This purchase is part of the 2021 bond extension voted on April 13, 2021 for a law enforcement training facility. The bullet trap is used to stop and collect projectiles to prevent overpenetration and stray shots, provides excellent lead containment, and will increase overall safety of the live fire range. Pricing includes all equipment, shipping, factory installation, warranty, and applicable taxes. (Attachments- GSA quote, sole source letter justification).

Justification ***(Enter justification in space below):***

Action Target is the sole source supplier for all Action Target branded products. Items will be purchased through GSA Contract GS07F0482Y.

March 10, 2022

Chief Ray Shastid
Bentonville Police Department
908 SE 14th Street
Bentonville, AR 72712

Sgt Shastid,

Thank you for your interest in the Action Target Vortex Total Containment Trap (TCT) system. The Vortex TCT was invented by Action Target and has been patented accordingly. The Vortex version of the TCT is the result of 35+ years of Action Target experience with steel bullet traps.

Because of extensive work with federal and military agencies, and unique line of patented products, Action Target is the only complete target and range manufacturer to be given a singular source GSA contract (GSA #GS07F0482Y) by the federal government. Action Target is the sole manufacturer of all Action Target branded products and has copyright and/or patent protection on almost all the major items we manufacture.

Action Target products are only offered direct from the factory and not available through any other distributors. We are also the sole authorized installer for Action Target products. We look forward to working with you, and hope that you will not hesitate to contact us with any questions or concerns.

Sincerely,

Aaron Ludwig
Territory Manager

ACTION TARGET PROPOSAL



ACTION TARGET™

ACTION TARGET PROPOSAL

Thank You Chief Shastid

For allowing Action Target the opportunity to quote your range project. With over 35 years of experience, we appreciate you trusting us to meet the challenges of building your ideal facility.

Bentonville Police Department

GSA Contract #GS07F0482Y

Quotation Number: 133899

Prepared by: Aaron Ludwig

ACTION TARGET™

3411 Mountain Vista Pkwy, Provo Ut 84606
ActionTarget.com | 888.377.8033

GSA Vortex Total Containment Trap GSA #GS07F0482Y	Price	QTY	Subtotal
MS-TCT 204, TCT Steel Funnel Trap (Vortex assembly)	$2,718.17	60	$163,090.20
4784, TCT Modular Plate	$2,147.83	120	$257,739.60
ATP-216, TCT Overhead Outdoor System	$571.89	15	$8,578.35
ATP-214, Top & Bottom Ferrings	$316.65	16	$5,066.40
IL 183, Technician Days (first day)	$1,266.62	1	$1,266.62
IL 184, Technician Days (subsequent days)	$897.19	14	$12,560.66
IL 181, Labor Days (first day)	$949.96	3	$2,849.88
IL 182, Labor Days (subsequent days)	$738.86	37	$27,337.82
Trusted Partner 3-Year Warranty - Comprehensive Trusted Partner Warranty covers both parts and labor due to manufacturing or product defects.	$0.00	1	$0.00
		Total	**$478,489.53**

Product Description (sum of GSA product lines)

Outdoor Vortex Total Containment Trap

-60' wide total
-Constructed of 3/8" AR500 steel (rifle rated)
-Outdoor boom support structure
-Outdoor roof
-Standard canister lead collection system

Factory Installation
Shipping

TERMS & CONDITIONS

Action Target Inc. may be referred to as "Action Target" or "ATI" throughout this proposal.

PROPOSAL DATE	03/30/22
PROPOSAL VALIDITY	30 days from 03/30/22

PAYMENT TERMS	1. Net 30, Schedule of Values 2. ATI reserves the right to adjust installation costs based upon the actual site conditions encountered. 3. Unless explicitly itemized, price does not include bonds, fees, assessments, licenses, permits, mandatory wage requirements, other regulatory costs that may be applicable to the job site, or anything else not expressly identified in this proposal. 4. Price applies to range equipment and systems only. It does not include site preparation, construction, trusses/baffle supports, electrical, conduit, or any other work not directly contained in ATI's scope of work.
SHIPPING TERMS	1. FOB destination: prepaid.
DELIVERY & INSTALLATION TERMS	1. Manufacturing shall take no fewer than 14 weeks. 2. Full factory installation. 3. Installation shall span approximately 15 calendar days. 4. Installation cost is based upon having forklift and scissor lift access. If forklift and scissor lift access is not available, the installation cost will increase.

CUSTOMER RESPONSIBILITIES

1. Range lighting, controls and wiring.
2. Engineered stamped drawings for all hanging points, concrete mounting points, seismic engineering/components and/or ATI provided equipment.
3. Permits, licenses, special insurance requirements, bonds (when applicable), regulatory costs, or any other special fees unknown at this time.
4. Concrete work including slabs, footings, and walls, floor trenching and wall notching (if applicable).
5. Structural work of any kind, including structural supports, canopies, etc.
6. Temporary lighting and power (including 3 phase, if necessary).
7. Supplying of electrical services, electrical outlets, conduit(s), junction boxes, disconnects, stub-outs and lighting of any kind.
8. Power and disconnect switches to all equipment per local code and manufacturer's requirements on the equipment, VFDs for the electrical contractor to mount and wire (ATI will only supply low voltage wire connections).
9. Cutting, coring, sealing and/or patching of any wall surfaces, roof surfaces, and or concrete (if applicable).
10. Additional fees related to "customization" of product or work otherwise identified as "custom".
11. Any other work, materials or equipment that is not expressly included in the ATI Work.
12. Disposal of construction waste.
13. Wash area and restroom facilities.

CONFIDENTIALITY COPYRIGHT & REPRODUCTION

This proposal is submitted by Action Target Inc. Any and all information, drawings, specifications and other design documents contained herein is the property of Action Target Inc. and shall not for any reason, whether tangible or intangible, be disclosed, duplicated, or used, in whole or in part, for any reason other than to evaluate this quote.

TERMS & CONDITIONS CLAUSE

This is a summary of standard Action Target Inc. Terms and Conditions. Action Target Inc. reserves the right to change, modify or add to these Terms and Conditions in the final customer contract.

TRUSTED PARTNER WARRANTY™

3-YEAR COMPREHENSIVE COVERAGE

Action Target's 3-year Trusted Partner Warranty is peace of mind for gun ranges. It is uninterrupted training for those that serve. It is a resounding pledge from Action Target to its customer's success as the Trusted Partner at Every Level™.

Our Promise
The comprehensive Trusted Partner Warranty covers both parts and labor due to manufacturing to product defects.

CORE PRODUCTS COVERED

- Genesis™ Target Retriever
- Pilot™ Target Retriever
- SmartRange Axis™ Range control
- DRM Pro™
- Shooting Stalls
- Rubber Berm Trap
- Vortex™ Steel Trap
- Baffles and Deflectors
- Turning targets
- Auto Targets™
- MATCH™
- TAC House™
- Line of Fire™

LEARN MORE
ActionTarget.com/TrustedPartnerWarranty



DEFENDER™ STALL

THE STANDARD IN MODULAR CUSTOMIZATION

The Defender stall is the most modular shooting stall on the market. Interchangeable ballistic panels make servicing the stall easy and cost-effective. Custom color options and attachable accessories give your range a unique look and feel.

Brass Deflector
A standard brass deflector blocks brass from traveling into adjacent lanes, creating a safe environment for customers

Muzzle Blast Barrier
Adding a muzzle blast barrier to the front of the stall blocks muzzle blasts from adjacent lanes, drastically improving the shooter's comfort.

ABS Skin
A textured layer of ABS plastic can be added to the stall column for extended protection of the stall finish.

LED Lighting
A fully dimmable light can be included, allowing users to customize their shooting experience.

Stall Tables
In addition to the standard fixed table (with an optional shelf), the Defender stall is compatible with a pivot table, rifle table, adjustable height rifle table, and tactical cart. These options improve functionality and ease of downrange access.

Ballistic Panel Inserts
Customize your stalls with ballistic glass for improved visibility or solid ballistic steel core panels for optimal privacy.

Privacy Glass
Switchable privacy glass allows ranges to benefit from the privacy of a solid stall and the visibility of a glass stall. Simply press a switch to transform the glass from opaque to transparent.

LEARN MORE
ActionTarget.com/Defender

FEATURES

- Customizable
- Modular
- Muzzle Blast Barrier
- Stall Lighting
- Privacy Glass
- Independent Ballistic Testing



SRET™

SIMPLE ECONOMIC RETRIEVER

The SRET target retriever is Action Target's longest standing retriever. The base SRET model is available with a toggle switch and is the most economical retriever from Action Target. An optional keypad user interface may be added to provide a digital position readout.

Economical

The SRET is a simple out and back cable-driven target retriever. The system's track is constructed of readily available strut. With its optional toggle control and simplified design, it is a great economical solution for ranges.

Toggle Switch Control

The base SRET model features an easy-to-use toggle switch to control target distance. Simply hold the switch to send or retrieve the target.

Keypad

The SRET is available with an optional keypad that displays accurate target distances.

LEARN MORE

ActionTarget.com/Pilot

FEATURES

- Keypad or Toggle Switch Controls
- 3/8" AR500 Steel Deflector Plate
- Cable-Driven



PILOT™

SIMPLE, SMART, WIRELESS

The Pilot satisfies the need for a robust wireless retriever with simple out and back functionality. An integrated camera and target lighting provide an enhanced shooter's experience.

Strike Watch™ Technology

Pilot incorporates Strike Watch technology to detect strikes on the carrier, automatically protecting your investment. When shot, all lights strobe and the shooter is warned. After subsequent strikes on the carrier, the session is terminated.

Low-Maintenance Design

Pilot is a wireless target retriever, eliminating the need for cables and bus bars downrange. In addition, it features a hidden clamp and a front shield made from 3/8" AR500 steel. These features eliminate expensive repairs, ensuring low cost of ownership.

Streamlining Technology

The Pilot interface was specifically designed for intuitive out and back navigation. It also displays the target on the local control screen.

Action Target Connected

Pilot is connected to SmartRange Axis™ range control software through Action Target's cloud network. This allows Action Target to update content remotely, troubleshoot on the fly, and provide expedited customer support.

LEARN MORE

ActionTarget.com/Pilot

FEATURES

- SmartRange Axis Compatible
- Strike Watch Technology
- 100% Wireless functionality
- Integrated target camera
- Hidden Target Clamp
- Integrated Target Lighting: White & Police strobe
- Easy-to-use Control Interface
- Plug and Play Upgrades
- 3/8" AR500 Steel Deflector Plate



RUBBER BERM TRAP™

NOT ALL RUBBER BERM TRAPS ARE BUILT ALIKE

Action Target's Rubber Berm Trap has numerous attributes that set it apart from the competition. For example, the trap is engineered with a uniquely designed galvanized steel frame that holds rubber in place to safely capture rounds. The rubber can also be treated with a flame-resistant formula to provide maximum fire protection.

Rubber Granules
Action Target's styrene-butadiene rubber granules are available in a variety of sizes and grade options to fit the needs of any range.

Fire Treatment
Action Target provides optional Flame Lock™ flame-resistant treatment. This gives rubber granules an ASTM-E84 and ASTM-E108-11 Class A rating, which is the industry's best fire rating.

Self-Supporting Frame
The Rubber Berm Trap is the safest rubber trap available. The self-supporting berm frame is designed to IBC standards.

Patented Fin Design
The Rubber Berm Trap's patented fin design keeps the rubber at a depth that is safe for shooters and reduces trap maintenance.

Sidewall Protection
Customers may opt for AR steel sidewalls to prevent bullets from damaging the range walls.

Integrated Baffles
Optional overhead baffles are available for additional protection of the building structure. Baffles can also be positioned as a hopper feeder for granule distribution.

LEARN MORE
ActionTarget.com/RBT

FEATURES

- Internal Frame Design
- Industry's Best Fire Rating
- Patented Fin Design
- Clean and Quiet
- Harvested Rubber Granules
- Optional .50 BMG Rating



CEILING BAFFLES

COVERAGE YOU CAN COUNT ON

Using a patented design, Action Target's ceiling baffles provide ballistic protection for ceiling structures, lights, electrical, and ventilation systems while keeping shooters and range employees safe.

Customizable
Action Target's ceiling baffles are compatible with various fascia options, range sizes, and ballistic ratings.

Modular Design
Ceiling baffles are designed to make installation possible in small spaces and facilitate the replacement of individual parts.

Sound-Reducing Fascia
A variety of available baffle fascia options improve comfort for range users and customize the look of a shooting range.

Air Gap
A steel furring within the baffle creates an air gap for bullets to splatter.

Wood Panel
A layer of wood over the baffle contains bullet splatter, keeping shooters and range staff safe.

Ballistic Steel Baffles
Steel baffles prevent bullets from escaping the range. ATI Class 1 (handgun) and ATI Class 2 (rifle) options are available.

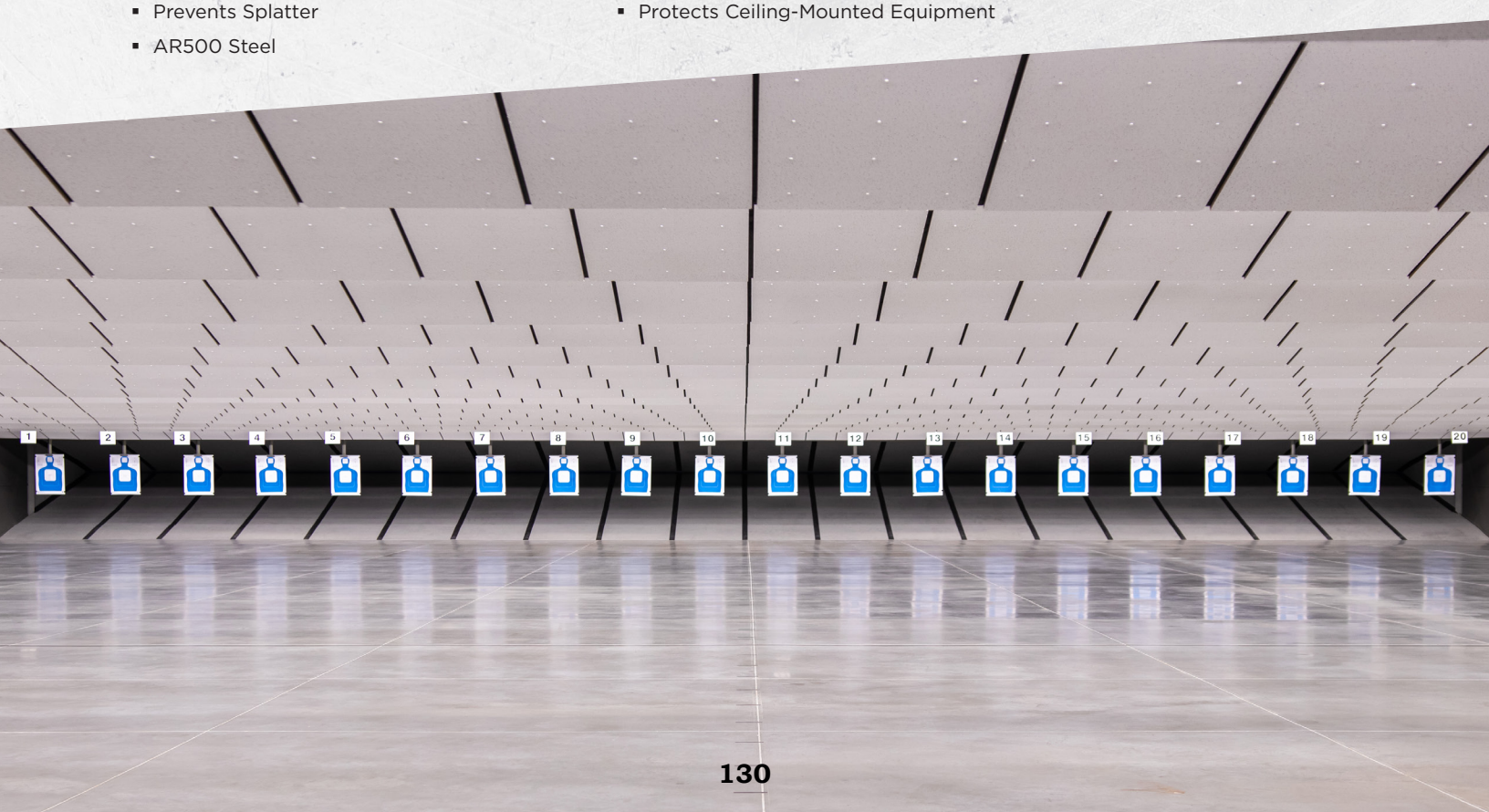
Outdoor Applications
Ceiling baffles may be installed in outdoor settings with an overhead structure.

Configurations
Ceiling baffles are installed to provide complete overhead ballistic coverage in either fixed firing line or tactical ranges, allowing shooters to move up and down the range safely. Structural stamps are available upon request.

LEARN MORE
ActionTarget.com/Ceiling-baffles

FEATURES

- Engineered Deflection Angles
- Modular
- Prevents Splatter
- AR500 Steel
- Customizable
- Acoustic Fascia
- Protects Ceiling-Mounted Equipment



AFTERMARKET SERVICES

TURNKEY CONVENIENCE, COMPLIANCE, AND SAFETY

Managing a range requires a lot of effort and attention to detail. Action Target eliminates much of that effort with our turnkey range solutions. from scheduled maintenance and cleanings to managing metals recycling and compliance documentation, Action Target's services streamline your operations.

Recycling & Disposal Programs

Metals Recycling

Recycling your metals with Action Target is easy and efficient. Simply contact Action Target to schedule a pickup. We will be there within 72 hours, at which time your London Metals Exchange (LME) spot pricing will be locked in.

- **Fast and Convenient Pickup**
- **Simple Brass and Lead Packaging**
- **Best in Class Payment Structure and Loyalty Bonus**
- **10% BONUS for Acton Target equipment and services**

Range Waste Disposal

Genesis is connected to SmartRange Axis™ range control software through Action Target's cloud network. This allows Action Target to update content remotely, troubleshoot on the fly, and provide expedited cutomer support.

Rubber Berm Trap Cleaning

Transparent pricing

Action Target uses a simple, transparent, all-inclusive pricing structure based on the size of your trap to give you the best return on your metals. 100% of the metals value belongs to you. Opt for a check or credit at our store with a 10% loyalty discount. Store credit can be applied to Action Target products, services, and range equipment.

Proprietary Process

We have developed a proprietary process to clean your rubber berm traps with the safety and profitability of your range in mind.

Convienence

This complete turnkey solution integrates with our Metals Recycling and Filter Disposal Programs. We also provide all the necessary containers, pallets, packaging, and other transport materials, simplifying your role in the process.

Maintenance & Cleaning Programs

Range Visits

Action Target works with you to build a plan that determines the appropriate number of annual visits your range requires. These visits include a number of specialized services to keep your range running at peak condition.

Range Cleaning

With staff and client safety as our top priority, we provide cleaning services to help you maintain a safe and sanitary range.

Range Maintenance

We provide resources to help you maintain your range. From maintenance schedules to operation and maintenance manuals, we ensure you are prepared to properly care for your equipment.

Action Target Store

Paper and Cardboard Targets

With more than 1,000 target designs, we offer a greater selection than anyone else in the industry.

Target Backers

We stock a variety of backers to fit any target system.

Steel Targets

We offer a wide variety of innovative steel targets.

Eye and Ear Protection

Keep your customers safe with quality ear and eye protection designed for target shooting and tactical situations.

Firearm Storage and Cleaning

Keep your rental guns secure and working smoothly with our selection of firearms storage, cleaning, and lubrication gear.

Range Cleaning Products

Keep your range safe and clean with products designed to remove lead from hands, shoes, floors, and other surfaces.

HVAC Filters

Specifically designed to filter lead and high loading conditions found in indoor firing range applications.

Customer Support

24/7 Support

Action Target Customer Service is always on call and ready to help with warranty issues, replacement parts, and anything else you need to keep your range running at peak performance. We stand behind our work and we stand behind you.

Nation-Wide Representatives

Regionally-located customer service technicians provide fast industry-leading service in all states.

Remote Access

Many of our products are remotely-accessible, allowing our team to quickly troubleshoot and provide assistance. This speeds up the maintenance process, ensuring minimum downtime.

Inventory

We maintain a parts inventory to minimize service lead times. Additionally, our team works with you to ensure you have the necessary parts on-site to maximize the effectiveness of technician visits.

3-year Warranty

We at Action Target stand behind our products with the industry's best warranty. Our 3 year trusted partner warranty is 3x the protection of industry-standard warranties and 3x the peace of mind for customers.

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY CLERK TO ENTER INTO AN AGREEMENT WITH ACTION TARGET INC. THROUGH THE GENERAL SERVICES ADMINISTRATIVE (GSA) COOPERATIVE CONTRACT IN THE AMOUNT OF FIVE HUNDRED TWENTY THREE THOUSAND NINE HUNDRED FORTY SIX DOLLARS AND THREE CENTS ($523,946.03), WAIVING THE REQUIREMENT OF COMPETITIVE BIDDING AND FOR OTHER PURPOSES.

WHEREAS, the City of Bentonville Police Department requires a proprietary outdoor vortex total containment bullet trap system in order to stop and collect projectiles to provide for overall safety at the law enforcement training facility being constructed; and

WHEREAS, this is a sole source patented item that is the only complete target and range manufacturer holding a singular source GSA contract (GSA #FS07F082Y); and

WHEREAS, this purchase will be made using bond funds.

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to enter into an agreement with Action Target Inc., through the General Services Administrative (GSA) cooperative contract in the amount of five hundred twenty three thousand nine hundred forty six dollars and three cents ($523,946.03).

Section 2: Because this is a sole source item, an exceptional circumstance exists, and it would be neither practical nor feasible to advertise for competitive bidding so that requirement is herein waived.

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

Section 4: Repeal of Conflicting Ordinances: All Ordinances of the City Council, or parts of Ordinances of the City Council, in conflict herewith are hereby repealed to the extent of such conflict.

PASSED and APPROVED this _____ day of _____, 2022.

APPROVED:

_____
MAYOR

ATTEST:

_____
CITY CLERK

Agenda Item Form

Date of City Council Meeting	**4/26/2022**
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):*

Resolution setting a public hearing for May 10, 2022 for a Street Right of Way Vacation requested by Wal-Mart Stores, Inc. for SE 5th Street between SE J Street and SE Martin Luther King Jr. Parkway (VAC22-0009).

Estimated Cost	**$**
Is this Item Budgeted?	☐ Yes ☐ No

If no, please explain how item will be funded *(briefly explain in space below)* :



N
W E
S

1 inch = 365 feet

VAC 21-0007
Proposed Street Vacation
SE 5th Street

RESOLUTION NO._____

IN THE CITY COUNCIL FOR THE CITY OF BENTONVILLE, ARKANSAS:

WHEREAS, a petition was duly filed with the City Council of Bentonville, Arkansas by Wal-Mart Stores, Inc. requesting a Street Right of Way vacation (VAC22-0009) within the City of Bentonville, Arkansas be vacated, which said easement is described as follows:

All of the assumed right-of-way of SE 5th Street between SE J Street and SE Martin Luther King Jr. Pkwy.; and a five (5) foot additional right-of-way of SE 5th Street according to Plat Book 2010, Page 48, being a part of the Northeast Quarter of Section 32, Township 20 North, Range 30 West and described by metes and bounds as follows:

BEGINNING at a 5/8" rebar capped LS #1759 found at the southwest corner of Lot 1 of Mohawk Addition to the City of Bentonville, Arkansas according to Plat Book 2010, Page 48;
THENCE along the north right-of-way of said SE 5th Street, the following six (6) calls:
1. South 87°21'08" East, 557.64 feet;
2. South 02°34'18" West, 5.45 feet;
3. South 87°30'43" East, 674.83 feet;
4. South 87°24'29" East, 724.69 feet;
5. South 02°41'36" West, 2.94 feet;
6. South 87°14'44" East, 536.15 feet to the west right-of-way of SE Martin Luther King Jr. Pkwy. (formerly SE S St.) according to Plat Book 2004, Page 557;

THENCE South 02°45'16" West, 50.00 feet to the southeast corner of SE Martin Luther King Jr. Pkwy. (formerly SE S St.) according to said Plat Book 2004, Page 557;
THENCE along the south right-of-way of aforementioned SE 5th Street, the following seven (7) calls:
1. North 87°14'44" West, 387.83 feet;
2. North 87°14'55" West, 208.70 feet;
3. South 02°34'19" West, 5.13 feet;
4. North 87°15'42" West, 608.67 feet;
5. North 84°21'26" West, 81.21 feet;
6. North 87°19'19" West, 649.19 feet;
7. North 87°19'03" West, 557.78 feet to a point on the east right-of-way of SE J Street according to AHTD Job #090178;

THENCE North 02°40'17" East, 54.94 feet; to the POINT OF BEGINNING containing 132,947 square feet or 3.05 acres, more or less.

WHEREAS, Ark. Code Ann. Section 14-301-302(c) provides that the City Council shall by resolution fix a day for the hearing of the petition and shall direct the City Clerk and Recorder to give notice of the meeting, by publication, once per week for two (2) consecutive weeks in some newspaper published in and having general circulation in Bentonville, Benton County, Arkansas.

NOW, THEREFORE, BE IT RESOLVED, by the City of Bentonville, Arkansas, that the petition to close the above described easement is set for a hearing on May 10, 2022 at 6:00 p.m. in the City Council Room of the City of Bentonville, Arkansas, and the Bentonville City Clerk and Recorder is directed to give notice of this meeting by publication as set forth by Ark. Code Ann. Section 14-301-302(c).

The above and foregoing resolution was passed, approved and adopted the ____ day of _____ 2022 at a regular meeting of the City Council of the City of Bentonville, Arkansas.

_____	_____
Kirby Romines, City Clerk	**Stephanie Orman, Mayor**
Bentonville, Arkansas	**City of Bentonville, Arkansas**

Agenda Item Form

Date of City Council Meeting	**4/26/2022**
Department	**ENGINEERING**
Submitted by	**TRACY BILLINGS**
Phone	**(479) 696-0229**

Item Type: (*Check Applicable Item Type)*

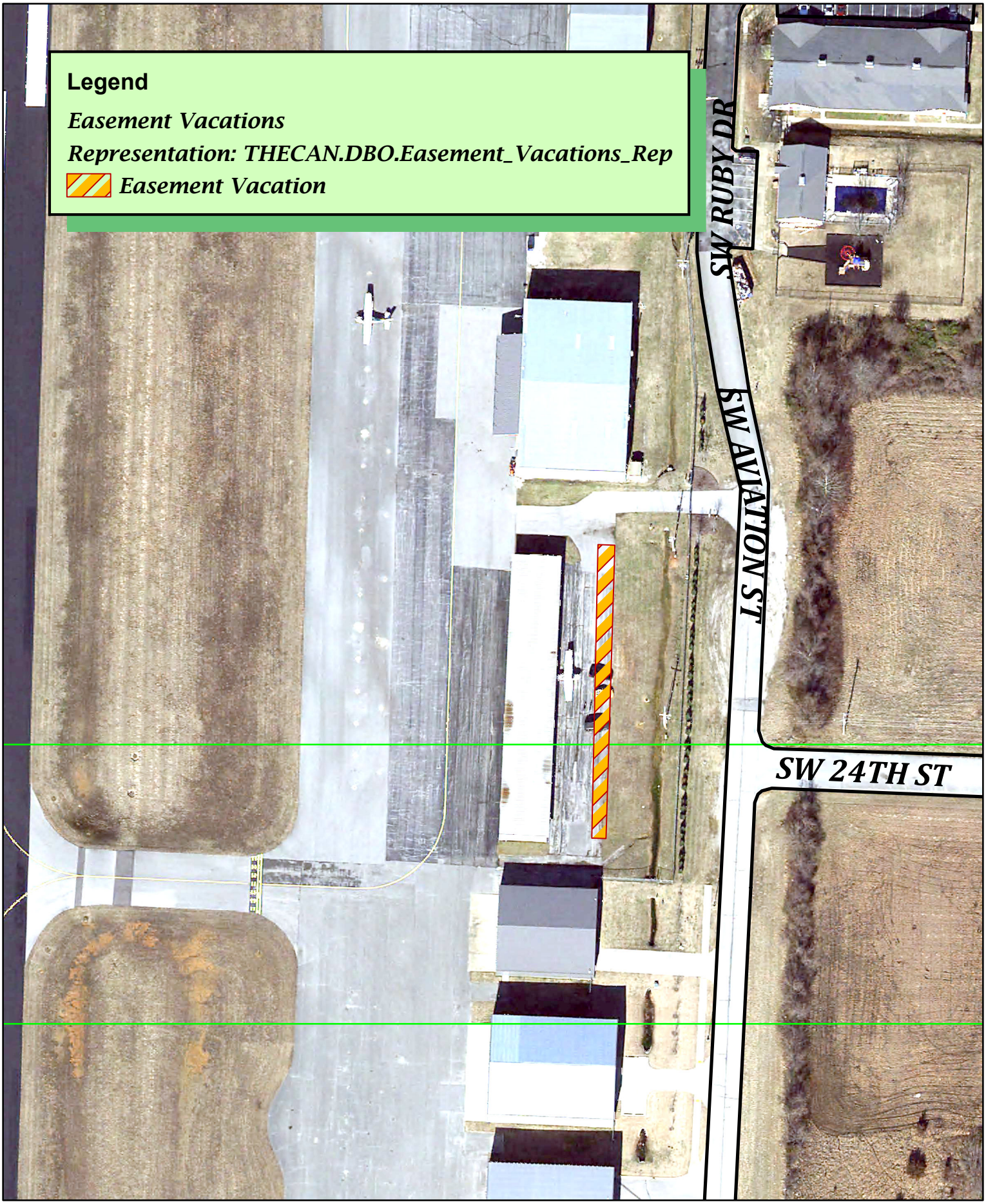
☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☑ Resolution	☐ Bid Award

Recommendation/Suggested Action *(Enter recommendation in space below):*

Resolution setting a public hearing for May 10, 2022 for a Utility Easement Vacation requested for 2380 SW Aviation, Thaden Addition (VAC22-0011).

Estimated Cost	**$**
Is this Item Budgeted?	☐ Yes ☐ No

If no, please explain how item will be funded *(briefly explain in space below)* :



N
W E
S

VAC22-0011
Easement Vacation

THE CITY OF BENTONVILLE

RESOLUTION NO._____

IN THE CITY COUNCIL FOR THE CITY OF BENTONVILLE, ARKANSAS:

WHEREAS, a petition was duly filed with the City Council of Bentonville, Arkansas by Garver requesting a utility easement vacation (VAC22-0011) within the City of Bentonville, Arkansas be vacated, which said utility easement is described as follows:

A part of a General Utility Easement as shown on survey plat Book 2010 Page 188 within the Northeast Quarter (NE1/4) of the Fractional Southwest Quarter (SW1/4) of Section Six (6), Township Nineteen (19) North, Range Thirty (30) West, Benton County, Arkansas, being more particularly described as follows:

COMMENCING at the NGS monument named "BENTPORT" as shown on said survey plat Book 2010 Page 188; thence N 64°59'04" E a distance of 429.16 feet to the West line of said General Utility Easement also being the POINT OF BEGINNING; thence leaving said West line S 88°17'09" E a distance of 12.11 feet; thence S 01˚42'51" W a distance of 210.00 feet; thence N 88˚17'09" W a distance of 10.18 feet to said West line; thence along said West line N 01˚11'19" E a distance of 210.01 feet to the POINT OF BEGINNING, containing 2,340 square feet or 0.05 acres, more or less.

WHEREAS, Ark. Code Ann. Section 14-301-302(c) provides that the City Council shall by resolution fix a day for the hearing of the petition and shall direct the City Clerk and Recorder to give notice of the meeting, by publication, once per week for two (2) consecutive weeks in some newspaper published in and having general circulation in Bentonville, Benton County, Arkansas.

NOW, THEREFORE, BE IT RESOLVED, by the City of Bentonville, Arkansas, that the petition to close the above described utility easement is set for a hearing May 10, 2022 at 6:00 p.m. in the City Council Room of the City of Bentonville, Arkansas, and the Bentonville City Clerk and Recorder is directed to give notice of this meeting by publication as set forth by Ark. Code Ann. Section 14-301-302(c).

The above and foregoing resolution was passed, approved and adopted the ____ day of _____ 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	**4/26/2022**
Department	**Street**
Submitted by	**Tony Davis**
Phone	**(479) 271-3130**

Item Type: (*Check Applicable Item Type)*

☑ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☑ Resolution	☐ Bid Award

Recommendation/Suggested Action *(Enter recommendation in space below):*

Resolution approving a Budget Adjustment for cost incurred during the February and March 2022 snow events (see attachments).

Estimated Cost	**$149,105.77**
Is this Item Budgeted?	☐ Yes ☑ No

If no, please explain how item will be funded *(briefly explain in space below)* :

Street Department is asking for reserve funds be used to replace spent funds from certain maintenance line items for the 2022 budget due to the unusual amount of snow and ice accumulations during the months of February and March of this year.

Budget Adjustment Request

Date of City Council Meeting	**4/26/2022**
Department	**Street**
Submitted by	**Tony Davis**
Phone	**(479) 271-3130**

Purpose of Budget Adjustment ***(Enter purpose in space below):***

Reimburse cost incurred during the snow events occurring February and March of 2022.

General Ledger Account Information*				
Org (Department)	**Object**	**Account Description**	**Revenue + (-)**	**Expense + (-)**
203810	41310	Overtime Wages		$ 20,366.84
203810	41510	FICA/Medicare		$ 1,552.97
203810	41810	APERS		$ 3,116.13
203810	42030	Fuel Supplies		$ 6,706.74
203810	44450	Public Works by Proj. Maintenance		$ 101,855.09
203810	44420	Vehicle Maintenance		$ 15,508.00
		Totals	$ -	$ 149,105.77
		Net Impact on Fund Balance	$	(149,105.77)

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

Bentonville Street Department
3200 SW Municipal Drive
Bentonville, AR 72712
Phone: (479) 271-3130

Memorandum

DATE: April 26, 2022

TO: City Council, Mayor Orman

FROM: Tony Davis

RE: Budget Adjustment for Snow Events

The Street Department is requesting a budget adjustment in the amount of $149,105.77 for costs associated with the snow events on Feb. 2, Feb. 23, and March 11, 2022. Please refer to the attached spreadsheet for a breakdown of cost.

Maintenance costs of snow events are not budgeted due to the rarity of this occurring. During the years of 2015 to 2019 the street department did not occur any cost for snow and ice removal. In 2020 and 2021 the snow and ice occurrences were minimal therefore no need for budget adjustments. However, this year due to the amount of snow and ice that was received, our budgeted line items will need to be adjusted in order to continue our level of maintenance service for the remaining year.

Thanks for your consideration and please contact me with any questions. I can be reached by phone at 479-271-3130 or email at todavis@bentonvillear.com.

Account #203810-41310	***Salt used***	Cost per ton	Total		Salt Brine				Account #203810-41310	Overtime Pay
1st Event Feb. 2- 6	525	$115	$60,375.00		10,291	$0.17	$1,749.47		1st Event Feb. 2- 6	$13,659.56
2nd Event Feb 23-26	367	$84.10	$30,864.70		13,071	$0.12	$1,568.52		2nd Event Feb 23-26	$6,707.28
									Total:	$20,366.84
3rd Event March 11	74	$84.10	$6,223.40		8,950	$0.12	$1,074.00			
		AVG				AVG			**Overall Totals:**	
Total	966	$100.89	$97,463.10		32,312	$0.14	$4,391.99		Salt	$97,463.10
			Total Salt Cost:	$101,855.09					Salt Brine	$4,391.99
									Fuel	$6,706.74
Account #203810-42030	***Fuel***	Gallon Price							Snow Plow Blades	$7,765.00
1st Event Feb. 2- 6	1,439	$2.97	$4,273.83						Truck Maintenance	$7,743.00
									Overtime Wages	$20,366.84
2nd Event Feb 23-26	630	$2.97	$1,871.10						FICA/Medicare	$1,552.97
									APERS	$3,116.13
3rd Event March 11	183	$3.07	$561.81						Grand Total	$149,105.77
		AVG.								
Total	2,252	$2.98	$6,706.74							
Account #203810-44420	**Vehicle Maintenace Cost**									
	Type	Qty	Cost	Totals						
Snow Plow Blades	9' Steel	7	$345	$2,415						
	10' Plow Carbide	2	$1,015	$2,030						
	10' Belly Plow	2	$1,660	$3,320						
Nutra Wash / Lubra Seal				$2,835.00						
LED Lights		5	$696.00	$3,480.00						
Wiring Harness		4	$235.00	$940.00						
Cylinder		2	$200.00	$400.00						
Plow Motor Covers		8	$11.00	$88.00						
			Total:	$15,508						

RESOLUTION NO. R-22_____

A RESOLUTION AUTHORIZING A BUDGET ADJUSTMENT IN THE AMOUNT OF ONE HUNDRED FORTY NINE THOUSAND ONE HUNDRED FIVE DOLLARS AND SEVENTY SEVEN CENTS ($149,105.77) FROM STREET FUND RESERVES TO VARIOUS STREET DEPARTMENT ACCOUNTS AND FOR OTHER PURPOSES.

WHEREAS, additional funds are required in order to reimburse costs incurred during the snow events occurring in February and March of 2022;

WHEREAS, these funds should be appropriated from street fund reserves in order to reimburse the Street Department and allow the department to maintain its level of maintenance service.

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

Section 1: The 2022 Budget is amended to appropriate funds from street department reserves as set forth below**:**

General Ledger Account Information*				
Org (Department)	Object	Account Description	Revenue + (-)	Expense + (-)
203810	41310	Overtime Wages		$ 20,366.84
203810	41510	FICA/Medicare		$ 1,552.97
203810	41810	APERS		$ 3,116.13
203810	42030	Fuel Supplies		$ 6,706.74
203810	44450	Public Works by Proj. Maintenance		$ 101,855.09
203810	44420	Vehicle Maintenance		$ 15,508.00
		Totals	$ -	$ 149,105.77
		Net Impact on Fund Balance	$	(149,105.77)

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

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2022.

APPROVED:

_____
STEPHANIE ORMAN, MAYOR

ATTEST:

_____
KIRBY ROMINES, CITY CLERK

Agenda Item Form

Date of City Council Meeting	**Tuesday, April 26, 2022**
Department	**Parks and Recreation**
Submitted by	**Bryan Wick**
Phone	**(479) 271-3168**

Item Type: (*Check Applicable Item Type)*

☑ Budget Adjustment	☑ Change Order	☐ Informational	☐ Ordinance	☑ Resolution	☐ Bid Award

Recommendation/Suggested Action *(Enter recommendation in space below):*

Resolution to approve a Budget Adjustment and Change Order for the McCollum Road Sidepath project. Change Order 1 adds $16,384.99 and 273 days to the current contract with Diamond C Construction.

Estimated Cost	**$16,384.99**
Is this Item Budgeted?	☐ Yes ☑ No

If no, please explain how item will be funded *(briefly explain in space below)* :

Change Order 1 will be paid for using Parks and Recreation Capital Account.

Budget Adjustment Request

Date of City Council Meeting	**Tuesday, April 26, 2022**
Department	**Parks and Recreation**
Submitted by	**Bryan Wick**
Phone	**271-3168**

Purpose of Budget Adjustment ***(Enter purpose in space below):***

Budget Adjustment funding Change Order 1 for the McCollum Sidepath project.

General Ledger Account Information*				
Org (Department)	**Object**	**Account Description**	**Revenue + (-)**	**Expense + (-)**
105030	47390	Capital Other		$ 16,384.99
		Totals	$ -	$ 16,384.99
		Net Impact on Fund Balance	$	(16,384.99)

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

Memorandum

To: City Council, Mayor Orman

From: David Wright, Parks and Rec. Director
Bryan Wick, Engineering Project Manager

Date: Tuesday, April 26th, 2022

Re: Reconciliation Change Order – McCollum Road Sidepath

A Reconciliation Change Order (RCO) is needed to close out this project and seek the final reimbursement request from ARDOT. Below is a description of the items that this change order covers:

- Item # 23 – Manhole Adjustment to Final Grade – 1 EA was added to this line item to meet plan changes and City requirements, resulting in an increase of $2775.00.
- Item # 29 – Undercut and Haul-Off – 405 CY was added to this line item for additional excavation needed to complete the project, resulting in an increase of $5,943.49.
- Item # 34 – Concrete Block Retaining Wall – 248.59 SF was added to this line item to finish the construction of the retaining wall. This results in an increase of $7,666.50.
- Substantial Completion – adding 243 days to the contract. This is due to weather conditions, material supply issues and unforeseen circumstances.
- Final Acceptance – adding 30 additional days due to material supply issues and weather delays.

Original Contract -	$256,580.91
Change Order 1 -	$ 16,384.99
Final Contract -	**$272,965.90**

Staff recommends approval of the Change Order to allow the City to move forward with closing this project out with ARDOT and seeking final reimbursement.

Please contact me with any questions or concerns regarding this project. I can be reached by phone (479-271-6813) or by email at dwright@bentonvillear.com

For technical questions regarding this change order, please contact Bryan Wick at (479) 696-0227 or by email at bwick@bentonvillear.com

Change Order

No. 1

Date of Issuance: 3/18/2020 Effective Date: 3/28/2022

Project:	Owner:	Owner's Contract No.:
Bentonville McCollum Rd. Sidepath (TAP-16) (S)	City of Bentonville	ARDOT JOB # 090479 (TAP-16) (S)
Contract:		Date of Contract:
ARDOT JOB # 090479 BENTONVILLE MCCOLLUM RD. SIDEPATH (TAP-16) (S)		June 23, 2020
Contractor:		Engineer's Project No.:
Diamond C Construction, Inc.		30092

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

Description:

Adding additional quantities to line items 23, 29, and 34. See Memo for details.

Adding additional days to contract. Review memo for explaination.

Attachments (list documents supporting change):

City Council Memorandum

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price:	Original Contract Times: ☐ Working days ☒ Calendar days
	Substantial completion (days or date): 5/16/2021
$ 256,580.91	Ready for final payment (days or date): 6/15/2021
[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____:	[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____:
	Substantial completion (days):
$	Ready for final payment (days):
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
	Substantial completion (days or date): 5/16/2021
$ 256,580.91	Ready for final payment (days or date): 6/15/2021
[Increase] [Decrease] of this Change Order:	[Increase] [Decrease] of this Change Order:
	Substantial completion (days or date): 243 Days
$ 16,384.99	Ready for final payment (days or date): 30 Days
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
	Substantial completion (days or date): 1/14/2022
$ 272,965.90	Ready for final payment (days or date): 3/18/2022

RECOMMENDED:	ACCEPTED:	AC[redacted]
By:	By:	By:
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Date:	Date:	Date: 4-13-2022
Approved by Funding Agency (if applicable):		Date:

Change Order
Instructions

A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order should be used.

B. COMPLETING THE CHANGE ORDER FORM

Engineer normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Owner or Contractor for approval, depending on whether the Change Order is a true order to the Contractor or the formalization of a negotiated agreement for a previously performed change. After approval by one contracting party, all copies should be sent to the other party for approval. Engineer should make distribution of executed copies after approval by both parties.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.

RESOLUTION NO. R-22-_____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A RECONCILIATION CHANGE ORDER TO THE CONTRACT WITH DIAMOND C CONSTRUCTION, INC., FOR THE MCCOLLUM ROAD SIDEPATH PROJECT; ADJUSTING THE 2022 BUDGET TO APPROPRIATE SIXTEEN THOUSAND THREE HUNDRED EIGHTY-FOUR DOLLARS AND NIETY-NINE CENTS ($16,384.99) INTO ACCOUNT #105030-47390, CAPITAL OTHER; AND FOR OTHER PURPOSES.

WHEREAS, a reconciliation change order is needed to close out the McCollum Road Sidepath project for submission of the reimbursement request to the Arkansas Department of Transportation;

WHEREAS, said change order includes a manhole adjustment to final grade, additional excavation, concrete block retaining wall completion, and added contract days to account for weather and supply chain delays; and

WHEREAS, the appropriation will come from Parks and Recreation Capital Account monies.

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 reconciliation change order with Diamond C Construction, Inc. for the McCollum Road Sidepath project;

Section 2: The 2022 Budget is adjusted to appropriate sixteen thousand three hundred eighty-four dollars and ninety-nine cents ($16,384.99) into account # 105030-47390, Capital Other, to fund said change order;

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

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

PASSED this _____ day of _____, 2022.

APPROVED:

_____
STEPHANIE ORMAN, Mayor

Attest:

_____
KIRBY ROMINES, City Clerk

Agenda Item Form

Date of City Council Meeting	**4/26/2021**
Department	**Parks and Recreation Department**
Submitted by	**Hunter Garrison**
Phone	**(479) 254-2063**

Item Type: (*Check Applicable Item Type)*

☑ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☑ Resolution	☐ Bid Award

Recommendation/Suggested Action *(Enter recommendation in space below):*

Resolution requested by Parks and Recreation Staff for City Council approval of a Budget Adjustment, in the amount of $4,641.00, recognizing revenue from a recent real estate transaction.

Estimated Cost	**N/A**
Is this Item Budgeted?	☐ Yes ☑ No

If no, please explain how item will be funded *(briefly explain in space below)* :

Budget Adjustment Request

Date of City Council Meeting	**4/26/2022**
Department	**Parks and Recreation**
Submitted by	**David Wright, Parks and Recreation Director**
Phone	**(479) 464-7275**

Purpose of Budget Adjustment ***(Enter purpose in space below):***

To account for revenue from property sale.

General Ledger Account Information*				
Org (Department)	**Object**	**Account Description**	**Revenue + (-)**	**Expense + (-)**
105030.00	**42510.00**	**Minor Equipment**		**$ 4,641.00**
		Totals	**$ -**	**$ 4,641.00**
		Net Impact on Fund Balance	**$**	**(4,641.00)**

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

Memo

To:	City Council, Mayor Orman
From:	David Wright, Parks and Recreation Director
Date:	April 13, 2022
Re:	Budget Adjustment, in the amount of $4,641, recognizing revenue from real estate transaction with proceeds directed towards trails.

On October 26, 2021, City Council passed a resolution authorizing the Mayor to enter into a real estate agreement to sale a portion of our property near Ridgeway Lane, where an adjacent land owner had constructed personal property amenities. After working with the current home owner, we agreed on a sale price for the land that was disturbed.

The real estate transaction recently closed. The City of Bentonville received $4,641 after the sale of property. This is the amount we are adding to the Parks and Recreation Operational Budget. These funds will be used to add an additional water fountain at the Slaughter Pen Mountain Bike Park.

If you have any questions regarding this item, please let me know. Please call me at 479.464.7275 or email dwright@bentonvillear.com.

Attachments:

Resolution

RESOLUTION NO. 10-26-21 F

A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO ENTER INTO A REAL ESTATE CONTRACT WITH MICHAEL AND KENSLEY WALDEN.

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

Section 1: That the Mayor and Clerk be and are hereby authorized to enter into a Real Estate Contract with Michael and Kensley Walden, as set forth in the Agreement attached hereto as Exhibit "A".

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

PASSED and APPROVED this 26 **day of** OCTOBER **, 2021.**

APPROVED:

[redacted]

MAYOR

ATTEST:

[redacted]

CITY CLERK

CITY OF BENTONVILLE CORPORATE SEAL ARKANSAS

OFFER AND ACCEPTANCE

PARTIES: the City of Bentonville, Arkansas, as "Seller", and Michael Ray Walden and Jonna Kensley Walden, husband and wife, as "Buyers", hereby agree that the Seller shall sell and Buyers shall buy the following property upon the following terms and conditions:

1. DESCRIPTION:

a) Legal description of real estate ("Property") located in Benton County, Arkansas:

A PART OF LOT NUMBERED ONE (1) OF MOUNTAIN BIKE ADDITION, BENTONVILLE, ARKANSAS, AS SHOWN ON THE PLAT OF SAID ADDITION FILED FOR RECORD JUNE 24, 2009 IN PLAT BOOK 2009 AT PAGE 325 OF THE LAND RECORDS OF BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT AN EXISTING IRON REBAR AT THE NORTHWEST CORNER OF LOT NUMBERED FOURTEEN (14), NORTHAVEN HILLS SUBDIVISION, PHASE 1, BENTONVILLE, ARKANSAS, AS SHOWN ON THE PLAT OF SAID SUBDIVISION FILED FOR RECORD AUGUST 4, 1995 IN PLAT BOOK 20 AT PAGE 275 OF THE LAND RECORDS OF BENTON COUNTY, ARKANSAS; THENCE ALONG AN EXISTING CHAIN LINK FENCE, THE FOLLOWING BEARINGS AND DISTANCES:
N54°06'26"E 59.71 FEET TO A FENCE CORNER;
N26°44'23"E 30.09 FEET TO A FENCE CORNER;
N10°27'17"E 72.61 FEET TO A FENCE CORNER;
N76°46'06"E 44.08 FEET TO A FENCE CORNER;
S24°49'34"E 94.62 FEET TO A FENCE CORNER; THENCE LEAVING SAID CHAIN LINK FENCE, S09°24'06"E 15.26 FEET ALONG AN EXISTING WOOD PRIVACY FENCE TO A POINT ON THE NORTH LINE OF SAID LOT FOURTEEN (14), SAID POINT BEING S75°09'41"W 0.84 FEET FROM A SET 1/2" IRON REBAR AT THE NORTHEAST CORNER OF SAID LOT FOURTEEN (14); THENCE S75°09'41"W 165.74 FEET TO THE POINT OF BEGINNING, CONTAINING 0.217 ACRES (9438.5 SQUARE FEET), MORE OR LESS.

b) Street address, if any, of the Property being conveyed is:
11 Ridgeview Lane, Bentonville, AR 72712

2. PURCHASE PRICE: $4,800.00 cash on closing.

3. SURVEY AND ROPERTY LINE ADJUSTMENT: Buyers shall obtain a survey of the property and complete a required property line adjustment through the City of Bentonville Planning process. The cost for these items shall be paid by the Buyer. The survey shall provide the legal description to be used in the deed.

4. TITLE COMMITMENT; PERMITTED EXCEPTIONS:

Buyers shall obtain, at Buyer's sole expense, a preliminary title insurance commitment for the Property showing fee simple title in Seller, issued by the Escrow Agent in its capacity as a licensed agent for a nationally recognized title insurer acceptable to Buyers (the **"Title Commitment"**). At Closing, such insurer, at Buyer's sole expense, shall issue to Buyers an owner's title insurance policy in the amount of the Purchase Price (the "**Title Policy**"). The Title Commitment and the Owner's

Title Policy shall be subject only to liens, encumbrances, exceptions or qualifications set forth in this Contract or otherwise acceptable to Buyer, and in the case of the Title Commitment, those items which shall be discharged by Seller at or before closing. Buyers shall have twenty (20) days from the date of receiving Title Commitment to examine it. If title is found defective, if Buyers have objections to the Survey (as defined below) or the issuer of the Title Commitment has not provided satisfactory assurances that the Title Requirements will be met, Buyers shall notify Seller in writing, within twenty (20) days from the date of receiving the Title Commitment specifying the objection(s) to the Title Commitment or Survey. If the objection(s), in Buyer's opinion, renders title unmarketable, uninsurable, or the objections affect Buyer's intended use of the Property, development of the Project, ability to obtain construction and permanent financing for the Project or contain terms Buyers deem unreasonable, Seller will have thirty (30) days from receipt of such notice within which to attempt to remove such objection(s) to the Title Commitment or Survey. Seller agrees that it shall use a diligent, good faith effort to correct any objection(s), provided, however, Seller shall not be required to spend an amount it deems unreasonable to correct any such objections. If Seller is unsuccessful in removing such objection(s) within said time, Buyers shall have the option of (i) extending such time period, (ii) accepting the title as it then is, or (iii) rescinding this Contract and thereupon Buyers and Seller shall be released, as to one another, of all further obligations and all damages arising under this Contract.

5. BUYER'S REQUIREMENTS: Buyers shall undertake to remove the conditions to closing contained in this Contract in a timely manner. Seller agrees to cooperate fully with Buyers with respect to Buyer's efforts to obtain all relevant information pertaining to the Property and the permitted uses of it. In the event such conditions cannot reasonably be removed Buyers may terminate this Contract. In the event Buyers do not notify Seller in the manner set forth in paragraph 10(a) of the failure of a condition or Buyer's decision to terminate within (10) days of the Council Approval Date (the "**Buyer's Inspection Period**" or the "**Inspection Period**"), all of Buyer's conditions shall be deemed satisfied

6. SELLER DOCUMENTS: Seller agrees to deliver to Buyers within ten (10) days of the Effective Date copies of the following: all title insurance policies and surveys; all plats, covenants, deeds, easements, development plans, construction plans, if any; and environmental reports relating to the Property (collectively, the "**Seller Documents**"). Buyers shall return all Seller Documents if the Closing does not occur and shall keep the Seller Documents confidential to the best of its ability.

7. PROVISIONS WITH RESPECT TO CLOSING:

a) Closing Date. The consummation of the transaction contemplated by this Agreement ("Closing") shall take place at such place as designated by Seller on or before November 15, 2021, or at such earlier date as agreed mutually, unless extended by other provisions hereof.

b) Seller's Obligation at Closing. At Closing, Seller shall furnish good and marketable title at closing and execute, acknowledge, and deliver to Buyers a Deed conveying the Property to Buyers subject to:

(i) taxes and assessments for year of closing and subsequent years;

(ii) restrictions, easements and zoning ordinances of record, if any;
(iii) public utility easements of record, if any.

c) Buyer's Obligations at Closing. Subject to the terms, conditions and provisions hereof, and concurrently with the performance by Seller, Buyers shall deliver to Seller cashier's check or other immediate local funds in the amount set forth in this Agreement.

d) Closing Costs.
e) Buyers shall pay all costs and expenses in connection with the Closing, including the following:

(i) Documentary stamps which are required to be affixed to the Deed;
(ii) The intangible tax required by law on the mortgage.
(iii) All recording costs, including recording of the deed, mortgage, and any documents required in connection with the title insurance commitment.
(iv) The premium payable for the title commitment and title policy issued pursuant thereto, if any.
(v) Survey work.

f) Proration of Taxes. Taxes for the year of the Closing shall be prorated to the date of Closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate of the preceding year applied to the latest assessed valuation.

8. OTHER CONTRACTUAL PROVISION:

a) Notices. Any notice to be given or to be served upon any party hereto, in connection with this Agreement, must be in writing, and may be given by certified mail and shall be deemed to have been given and received when a certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States Mail; and if given otherwise than by certified mail, it shall be deemed to have been given when delivered to and received by the party to whom it is addressed. Such notices shall be given to the parties hereto at the addresses stated above. Any party hereto may, at any time by giving five (5) days' written notice to the other party hereto, designate any other address in substitution of the foregoing address to which such notice shall be given and other parties to whom copies of all notices hereunder shall be sent.

b) Assignability. The Buyers are prohibited from assigning all or any part of this Agreement.

c) Entire Agreement; Modification. This Agreement embodies and constitutes the entire understanding between the parties with respect to the transaction contemplated herein. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged, or terminated except by an instrument in writing signed by the party against which the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.

d) Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Arkansas.

e) Headings. Descriptive headings are for convenience and shall not control or affect the meaning or construction of any provision of this Agreement.

f) Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their successors and assigns.

g) Counterparts. This Agreement may be executed in several counterparts, each constituting a duplicate original, but all such counterparts constituting one and the same Agreement.

h) Interpretation. Whenever the context hereof shall require, the singular shall include the plural, the male gender shall include the female gender and the neuter, and vice versa.

i) Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

j) Time for Acceptance & Effective Date. If this offer is not executed by both parties hereto on or before October 30, 2021, this offer shall thereafter be null and void. The date of the Agreement ("Effective Date") shall be the date when the last one of the Seller and Buyers have signed this offer.

k) City Council Approval. This contract is conditioned upon the City of Bentonville receiving Approval from the Bentonville City Council to sell this property pursuant to the terms and conditions herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Witnesses: "Buyers" (Michael Ray Walden and Jonna Kensley Walden) by:

[redacted]
Michael Ray Walden

[redacted]
Jonna Kensley Walden

Date: 10/10/2021

Attest:

[redacted]
Joseph V. Williams

DocuSign Envelope ID: CFD1EB9D-3B08-496E-AA9B-BE5C0E507FE3

"Seller" (The City of Bentonville, Arkansas) by:

[redacted]

Mayor Stephanie Orman

Attest:

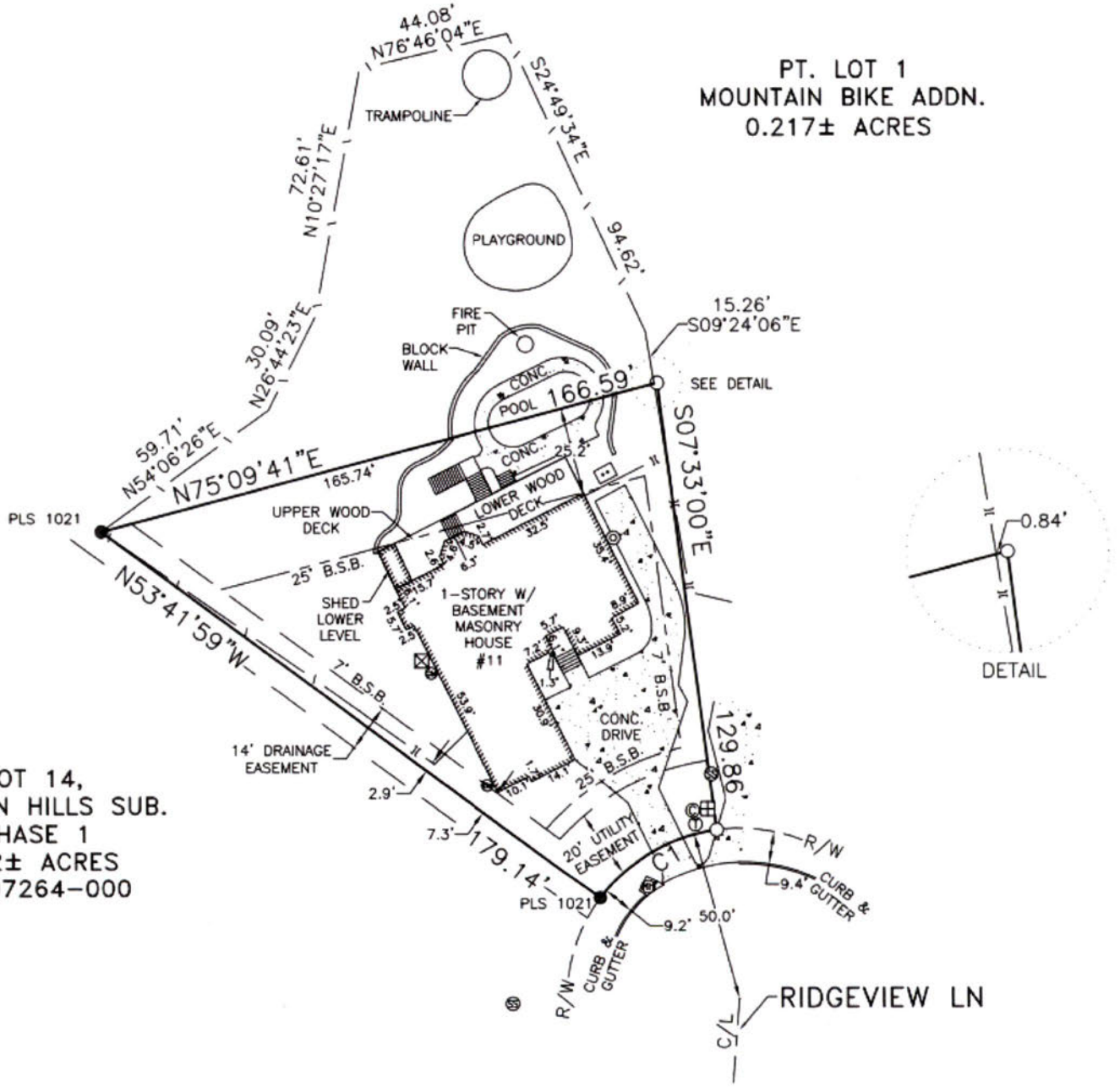
[redacted]

City Clerk

Date: November 2, 2021 | 7:50 AM CDT

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	50.00'	40.28'	39.20'	S59°21'08"W	046°09'27"





RESOLUTION NO. R-22-_____

A RESOLUTION RECOGNIZING REVENUE IN THE AMOUNT OF FOUR THOUSAND SIX HUNDRED FORTY-ONE DOLLARS ($4,641.00) INTO ACCOUNT # 105030-42510, MINOR EQUIMPENT; AND FOR OTHER PURPOSES.

WHEREAS, at its October 26, 2021 meeting, City Council passed Resolution No. 10-26-21F, authorizing the land sale of a portion of City property near Ridgeway Lane; and

WHEREAS, the City received four thousand sixty hundred forty-one dollars in proceeds from the real estate transaction.

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

Section 1: Proceeds from the approved real estate transaction are recognized as revenue;

Section 2: The 2022 Budget is adjusted to recognize four thousand six hundred forty-one dollars ($4,641.00) into account #105030-42510, Minor Equipment;

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

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

PASSED this _____ day of _____, 2022.

APPROVED:

_____
STEPHANIE ORMAN, Mayor

Attest:

_____
KIRBY ROMINES, City Clerk

Agenda Item Form

Date of City Council Meeting	**4/26/2021**
Department	**Parks and Recreation Department**
Submitted by	**Hunter Garrison**
Phone	**(479) 254-2063**

Item Type: (*Check Applicable Item Type)*

☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☑ Resolution	☐ Bid Award

Recommendation/Suggested Action *(Enter recommendation in space below):*

Resolution requested by Parks and Recreation Staff for City Council approval of a budget adjustment and to accept a grant valued at $1,240,538.76 from the Walton Family Foundation to assist with the construction of the McKissic Creek Trail.

Estimated Cost	**N/A**
Is this Item Budgeted?	☐ Yes ☑ No

If no, please explain how item will be funded *(briefly explain in space below)* :

Budget Adjustment Request

Date of City Council Meeting	**4/26/2022**
Department	**Parks and Recreation**
Submitted by	**Hunter Garrison**
Phone	**(479) 464-7275**

Purpose of Budget Adjustment ***(Enter purpose in space below):***

Reconzie revenue from grant from Walton Family Foundation to fund the construction of the McKissic Creek Trail.

General Ledger Account Information*				
Org (Department)	**Object**	**Account Description**	**Revenue + (-)**	**Expense + (-)**
105030	33810	Local Grants	$ 1,240,538.76	
105030	47390	Capital - Other Services		$ 1,240,538.76
		Totals	$ 1,240,538.76	$ 1,240,538.76
		Net Impact on Fund Balance	$	-

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

Memo

To:	City Council, Mayor Orman
From:	Hunter Garrison, Bike and Pedestrian Planner
Thru:	David Wright, Parks and Recreation Director
Date:	April 14, 2022
Re:	City Council approval of a resolution authorizing the Mayor and Clerk enter into an agreement with the Walton Family Foundation to accept a grant in the amount of $1,240,538.76 to assist with the construction of the McKissic Creek Trail project.

Parks and Recreation Staff request Council's approval of a grant valued at $1,240,538.76 from the Walton Family Foundation to assist with the construction of the McKissic Creek Trail.

As part of the City of Bentonville's long term vision to safely connect bicyclist, pedestrians, and other trail users to parks and open space the .4 mile McKissic Creek Trail will provide a key connection from the northern portion of the Wishing Springs Trail and Razorback Greenway to Peach Orchard Road in north Bentonville, Arkansas. Establishing the McKissic Creek Trail is a key first step step in connecting over 20 miles of greenway and forming a contiguous system of greenway trail encircling the City of Bentonville as envisioned in the 2021 Connect Bentonville Plan. Additionally, the McKissic Creek Trail will allow bicyclist to bypass the intersection of US 71 and Peach Orchard Road and thus improve safety for bicyclist and other trail users in Bentonville.

The delivery of this grant will be split into two installments valued at $620,269.38 each, with the second installment being delivered after the completion of the project. If the project is completed for a cost totaling less than $1,240,538.76, the second installment may be less than $620,269.38 and will pay for the remaining balance invoiced by the contractor.

If you have any questions regarding this item, please email me at HGarrison@bentonvillear.com.

Attachments:

Grant Agreement with Walton Family Foundation

Map of proposed McKissic Creek Trail

May XX, 2022

Mayor Stephanie Orman
City of Bentonville
117 West Central Boulevard
Bentonville, AR 72712

RE: Grant 00107057

Dear Mayor Orman,

It is my pleasure to inform you that the Walton Family Foundation, Inc. (“Foundation” or “WFF”) has approved a grant in the amount of up to $1,240,538.76 to City of Bentonville (“Grantee”). This grant is subject to the following terms and conditions:

1. **Purpose:** The purpose of the grant is to construct the first phase of McKissic Creek Trail from Wishing Springs Trail/Razorback Greenway to Peach Orchard Road, as more fully described in Grantee’s application dated March 23, 2022. Grantee agrees to use all grant funds exclusively for the grant’s purposes. Any changes in these purposes must be authorized in advance by the Foundation in writing.

2. **Amount: Up to $1,240,538.76 USD**

   Grant payments will be made as follows:

Installment	Amount	Requirement	Date
1	$620,269.38	Upon the Foundation's receipt of this signed agreement	May 2022
2	up to $620,269.38	Upon the Foundation's receipt and approval of final invoices	On or around October 1, 2022

3. **Payable:** Initial installment of $620,269.38 shall be initiated upon receipt of this completed agreement from Grantee acknowledging the terms and conditions set forth herein. Grantee should receive the initial installment electronically within 14 business days of completion.

   Further installments shall be contingent upon the Foundation’s approval of the Grantee’s activities of the grant as evidenced by the reports described in the Reporting and Evaluation paragraph below and other information the Foundation may gather.

4. **Accounting:**
   a. The Foundation encourages, whenever feasible, the deposit of grant funds in an interest-bearing account. For purposes of this agreement, the term “grant funds” includes the grant and any income earned thereon.

b. Grantee will maintain records of receipts and expenditures made in connection with the grant funds and will keep these records during the period covered by the Grantee's reporting obligations specified in the Reporting and Evaluation paragraph and for at least four years thereafter ("Maintenance Period"). Grantee will make its books and records in connection with the grant funds available for inspection by the Foundation during normal business hours as the Foundation may request at any time during the Maintenance Period.

5. **Reporting and Evaluation:** Grantee will provide the Foundation with financial and narrative reports by the due dates listed in the report schedule below. Each report shall include an account of expenditures of grant funds, and a brief narrative of what was accomplished (including a description of progress made in fulfilling the purposes of the grant and a confirmation of Grantee's compliance with the terms of the grant).

Report Type	Report Due Date
Final Report	September 30, 2022

All reports will be submitted electronically using the Foundation's online grants management system. Any questions regarding this process should be addressed to your contact listed in the Contact paragraph of this document, or by emailing smartsimplehelp@wffmail.com. Please reference Grant 00107057 on all communication.

Grantee payments are always contingent upon the Foundation's approval of Grantee's operations based on the above reports and the Foundation's satisfaction with such information as it chooses to obtain from other sources.

6. **Representations:** Grantee represents and warrants to the Foundation that:
   a. Grantee is an organization in good standing, is either an organization described in section 501(c)(3) of the Internal Revenue Code ("Code") or a governmental unit, and is not a "private foundation" described in section 509(a) of the Code. Grantee will promptly notify the Foundation of any change in Grantee's tax status under the Code.
   b. In no event will Grantee use any grant funds:
      i. to carry on propaganda, or otherwise to attempt, to influence legislation;
      ii. to influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive; or
      iii. to undertake any activity other than for a charitable, educational or other exempt purpose specified in section 170(c)(2)(B) of the Code.
   c. Grantee will comply with all applicable laws and regulations.

7. **Anti-Discrimination:** It is the Foundation's expectation that, in the application of Foundation's funds, Grantee will encourage equal opportunities for all and will not use the Foundation's funds to promote or engage in: exploitation, abuse, bullying, harassment, criminal acts of violence, terrorism, hate crimes, or any behavior which would be considered a violation of federal anti-discrimination laws, which prohibit discrimination on the basis of age, race, national origin, religious beliefs, sex (including gender, pregnancy, sexual orientation, and gender identity), disability, and veteran status. It is also the Foundation's expectation that Grantee has established appropriate policies and procedures for training staff and receiving and addressing complaints regarding violence, exploitation, abuse, harassment, and discrimination, and other forms of misconduct.

8. **Repayment, Rescission, and/or Termination:** The Foundation, in its sole discretion, may discontinue or suspend funding, rescind payments made, require the return of any unspent funds, or terminate this agreement if any of the following events occur:
    a. Grantee ceases to maintain its tax-exempt status as described in paragraph 6(a) above;
    b. Grantee fails to comply with the terms of this agreement, including, but not limited to, failure to submit any required reports on a timely basis;
    c. There is a material change in Grantee's key personnel that in the sole opinion of the Foundation adversely affects Grantee's management of the grant;
    d. Grantee does not use funds for the purpose of this grant;
    e. The Foundation is not satisfied with the progress of the activities funded by this grant;
    f. The Foundation determines that Grantee will be unable to achieve the purposes for which the grant was made;
    g. The Foundation becomes aware of actual or alleged acts or omissions to act by Grantee or one or more of Grantee's directors, officers, employees, volunteers, sub-grantees or contractors which the Foundation believes pose a reputational risk to the Foundation, and for which the Foundation determines Grantee has not taken immediate and effective remedial measures;
    h. There is an investigation or allegation of unlawful action or gross misconduct by Grantee, any officer, director, trustee, employee, or agent of Grantee, or any organization affiliated with Grantee, and the Foundation, in its sole discretion, determines such investigation or allegation to be credible; or
    i. The Foundation determines that making any payment, in the judgment of the Foundation, might expose the Foundation to liability, adverse tax consequences, or constitute a taxable expenditure.

    The Foundation will provide notice of any determinations made under this paragraph and, in its sole discretion, may provide Grantee up to 30 days to respond to and resolve the issues identified in the Foundation's notice. However, the determination to suspend funding, terminate, or continue the grant will remain in the Foundation's sole discretion.

9. **Grant Publicity:** Grant publicity related to this grant consistent with Grantee's normal practice is permitted, subject to the following provisions. The Foundation expects any announcements and other publicity to focus on Grantee's work and the project or issue funded by the grant. Recognition of the Foundation's role in funding the project is permitted, provided that the timing, content and strategic focus of such publicity should be approved by the Foundation contact listed in the Contact paragraph of this document. Publicizing the grant and the Foundation in Grantee's publications and communications in a manner consistent with similar grants obtained by Grantee is permitted. If publicized or recognized, the grant should be listed as from the "Walton Family Foundation."

    The Foundation may ask Grantee to provide illustrations, photographs, videos, recordings, information or other materials related to the grant (collectively "Grant Work Product") for use in Foundation communications including the Foundation's website, annual report, newsletters, board materials, presentations, communications and other publications. Grantee agrees to provide the Foundation with such items upon the Foundation's reasonable request and hereby grants to the Foundation and anyone acting under the authority of the Foundation a fully paid-up, world-wide, right and license to use, reproduce, display and distribute the Grant Work Product in connection with the Foundation's charitable operations and activities. In connection therewith, Grantee shall be responsible for obtaining all necessary rights and permissions from third parties for the Foundation to use the Grant Work Product for these purposes. By signing

this agreement, Grantee also acknowledges and agrees to use by the Foundation of historical, programmatic and other information relating to Grantee and the grant hereunder.

10. **Gratuities:** The Foundation desires that all of Grantee's resources be dedicated to accomplishing its philanthropic purposes. Therefore, Grantee agrees that it will not furnish the Foundation or its Board of Directors, officers, staff or affiliates with any type of benefit related to this grant including tickets, tables, memberships, commemorative items, recognition items, or any other benefit or gratuity of any kind.

11. **Contact:** For all communications regarding this grant, your point of contact at the Foundation will be Jeremy Pate, Senior Program Officer. Jeremy can be contacted via phone (479) 802-7359 or email jpate@wffmail.com. Please reference Grant 00107057 in your communication.

By electronically signing this grant agreement, the Grantee acknowledges and agrees to the terms and conditions herein. A copy of the completed document will be emailed to the Grantee through DocuSign. If the electronic signing of this agreement is not completed by April 18, 2022, the Foundation will consider the Grantee to have declined the grant.

On behalf of the Foundation, I extend every good wish for the success of your organization's endeavors.

Sincerely,

Caryl M. Stern
Executive Director

ACKNOWLEDGED AND AGREED

By:

Stephanie Orman, Mayor
City of Bentonville

cc: Hunter Garrison

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A GRANT AGREEMENT WITH THE WALTON FAMILY FOUNDATION TO RECEIVE UP TO ONE MILLION TWO HUNDRED FORTY THOUSAND FIVE HUNDRED THIRTY-EIGHT DOLLARS AND SEVENTY-SIX CENTS ($1,240,538.76); ADJUSTING THE 2022 BUDGET TO RECOGNIZE GRANT FUNDS IN THAT AMOUNT INTO ACCOUNT #105030-33810, LOCAL GRANTS; APPROPRIATING THE SAME INTO ACCOUNT #105030-47390 CAPITAL OTHER; AND FOR OTHER PURPOSES.

WHEREAS, the City of Bentonville will receive up to one million two hundred forty thousand five hundred thirty-eight dollars and seventy-six cents ($1,240,538.76), from the Walton Family Foundation to assist with the construction of the McKissic Creek Trail; and

WHEREAS, there is no matching provision in this grant.

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

Section 1: The Mayor and City Clerk are hereby authorized to enter into a grant agreement with the Walton Family Foundation in which the City will receive up to one million two hundred forty thousand five hundred thirty-eight dollars and seventy-six cents ($1,240,538.76) in grant funds;

Section 2: The 2022 Budget is hereby adjusted to recognize said grant funds into Account #105030-33810 Local Grants;

Section 3: The 2022 Budget is further adjusted to appropriate said grant funds into Account #105030-47390 Capital Other;

Section 4: 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 5: Repeal of Conflicting Resolutions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED this _____ day of _____, 2022.

APPROVED:

_____
STEPHANIE ORMAN, Mayor

Attest:

_____
KIRBY ROMINES, City Clerk

Agenda Item Form

Date of City Council Meeting	**4/26/2021**
Department	**Parks and Recreation Department**
Submitted by	**Hunter Garrison**
Phone	**(479) 254-2063**

Item Type: (*Check Applicable Item Type)*

☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☑ Resolution	☐ Bid Award

Recommendation/Suggested Action *(Enter recommendation in space below):*

Resolution requested by Parks and Recreation Staff for City Council approval to enter into an agreement with CEI Engineering Associates Inc. for the construction administration of the McKissic Creek Trail totaling $45,000.00.

Estimated Cost	**$45,000.00**
Is this Item Budgeted?	☐ Yes ☑ No

If no, please explain how item will be funded *(briefly explain in space below)* :

Per a grant for $1,240,538.76 from the Walton Family Foundation.

Memo

To: City Council, Mayor Orman

From: David Wright, Parks and Recreation Director

Date: April 14, 2022

Re: City Council approval of a resolution authorizing the Mayor and Clerk enter into an agreement with CEI Engineering Associates Inc. for the construction administration of the McKissic Creek Trail totaling $45,000.

Parks and Recreation Staff request Council's approval to enter into an agreement with CEI for the construction administration of the McKissic Creek Trail. The construction administration will include pre-construction meetings, on-site observation, review of payment applications, coordination of final inspections and closeout with the City of Bentonville. Construction administration cost will total $45,000 and will be paid for as part of a larger grant from the Walton Family Foundation totaling $1,240,538.76

As part of the City of Bentonville's long-term vision to safely connect bicyclist, pedestrians, and other trail users to parks and open space the .4-mile McKissic Creek Trail will provide a key connection from the northern portion of the Wishing Springs Trail and Razorback Greenway to Peach Orchard Road in north Bentonville, Arkansas. Establishing the McKissic Creek Trail is a key first step step in connecting over 20 miles of greenway and forming a contiguous system of greenway trail encircling the City of Bentonville as envisioned in the 2021 Connect Bentonville Plan. Additionally, the McKissic Creek Trail will allow bicyclist to bypass the intersection of US 71 and Peach Orchard Road and thus improve safety for bicyclist and other trail users in Bentonville.

If you have any questions regarding this item, please email me at HGarrison@bentonvillear.com.

Attachments:

Proposal for Engineering Services from CEI

3108 SW Regency Parkway
Bentonville, AR 72712 / (479) 273-9472
CEI Contact: Zachary Hoyt – zhoyt@ceieng.com

I. PROJECT DESCRIPTION

We appreciate the opportunity to submit this proposal for the McKissic Creek Trail. The approximately 2,000-ft trail is to begin with a 12' concrete trail on the east side of Bella Vista Way, connecting to the existing Razorback Greenway Trail. The trail then goes west, under the existing bridge at Bella Vista Way, travels along the bottom of the existing retaining wall at Lowes, continues southwest along property lines and stops at the southeast property corner of the City storage tanks.

Another portion of this project is an 8' asphalt trail that picks up at the southwest property corner of the City storage tanks, continues northwest and follows a gravel road at the storage tanks.

It should be noted, approximately 550 feet of this trail has been previously designed by CEI. The design of the original segment shall be integration and no duplication of services between the two contacts or duplicate billing shall occur.

II. SCOPE OF BASIC SERVICES

A. Construction Administration / Construction Observation

CEI shall facilitate administration of construction including coordinating pre-bid meeting, bid evaluation and recommendation of award, pre-construction meeting, construction recommendations and alternatives, review contractor RFIs and shop drawings, submittals, project site observations, review of payment applications, and coordination of final inspections and closeout with the City of Bentonville. The above-mentioned items will be handled as an on-call service with the City of Bentonville Parks Department.

Fees, hourly not to exceed ..... $ 45,000.00

***Total Fees*..... $45,000.00**

III. RESPONSIBILITY OF CLIENT

Client shall provide to CEI, the following items:

A. Retainer

No retainer is required for this project. A credit limit has been established for Client on this specific project and timely payments are required in order to avoid a cessation of work. This retainer shall be held and then applied to the final bill of this project. Payment for services shall not be dependent on receipt of reimbursement from other parties.

B. Project Documents

Client shall provide the following:

1. Access to the Site

C. Lien Releases

If the Client requests lien releases, the Client shall be responsible for the administrative costs, associated with processing lien releases at a rate of $100.00 per release.

D. Engineer's Consent to Assign Documents

If the Client or the Client's financial institution requests an Engineer's Consent to Assign Document (or similar), the Client shall be responsible for the administrative costs associated with the processing and the added risk to CEI or the inability to control such risk imposed by non-contractual financial entity's consignment documentation, at a cost of $1,000.00 per consent document. Execution of this agreement does not limit CEI's right to negotiate an assignment that is fair and reasonable for itself and the Client, nor does it guarantee agreement to all assignment terms.

IV. SERVICES NOT INCLUDED / ADDITIONAL SERVICES

In addition to the services described above, CEI is capable and available to provide the following services on an "as requested" basis. An Extra Work Authorization (EWA) form or contract amendment will be issued for any services outside the scope of this proposal. All EWA's or contract amendments will be approved and signed by the Client identified herein prior to beginning work. All additional services will be performed on an hourly basis per the current Schedule of Charges.

- Feasibility study, including physical, political, and/or financial opportunities or constraints
- Contract management and coordination of subconsultants including, but not limited to, the follow services:
  - Environmental studies/report (e.g. Phase I & II ESAs)
  - Traffic study/report
  - Water flow test/distribution report
  - Historical and archeological studies
  - Ecological studies (e.g. wetland and threatened & endangered species)
- Preparation of perspectives, renderings, and models
- Preparation/presentation of conditional or special use permit applications
- Obtaining new or updated title policies
- Platting/replatting
- Preparation of easement and right of way documents, including new and vacations/abandonments
- Preparation of covenant and development agreements
- Design and plan preparation for major stormwater drainage improvements or relocations (e.g. box culverts, large ditches, and storm sewers greater than 4-foot in diameter)
- Preparations of flood studies, elevation certificates, FEMA or Corp of Engineer applications or permits
- Preparation of documentation, applications or permits for stormwater pollution prevention plans, NOIs, etc required for Large Sites (minimum 5 acres disturbed).
- Design and plan preparation for offsite utility extensions other than those immediately adjacent to the project site
- Design and plan preparation for offsite street improvements, such as road widenings, acceleration/deceleration lanes, and medians *(design/plans for both curb cuts and municipal sidewalks along the site frontage will be included in the basic services for design projects)*
- Preparation of retaining wall design/plans
- Photometric design/preparation of site lighting plans
- Construction staking

- As-built survey/preparation of final record drawings

Boundary Issues
Boundary determinations often disclose unseen or unknown conflicts between record documents and/or the location of physical improvements. Thus, in the process of conducting the research, field work, and/or analysis, if the surveyor identifies a possible boundary or title conflict, a sketch showing the revealed conditions will be prepared and a meeting with the client and affected neighbors (if desired) will be scheduled. Following the meeting, if the client wishes to engage the surveyor to assist in pursuing resolution of the problem as a consultant, expert and/or formal or informal mediator, the contract will be modified accordingly. Otherwise the client will be invoiced only for the time expended to that point, and work on the survey will be suspended until or unless the client is able to resolve the issue by agreement or litigation, at which time a subsequent contract may be executed to complete the survey pursuant to that agreement or litigation.

V. SCHEDULE OF CHARGES

Charges for our services are divided into three categories: Labor, Consultants, and Reimbursable Expenses.

LABOR: For fees billed on an hourly basis, labor charges are billed by category as follows:

ARKANSAS (01-01-21)

Officer / Branch Manager	$ 225.00
Department Manager	$ 205.00
Senior Project Manager	$ 195.00
Program Manager	$ 185.00
Project Manager	$ 175.00
Assistant Project Manager	$ 145.00
Senior Project Engineer	$ 175.00
Project Engineer	$ 150.00
Registered Landscape Architect	$ 145.00
Registered Land Surveyor	$ 140.00
Survey Project Manager	$ 140.00
Assistant Survey Project Manager	$ 110.00
Sr. Survey Party Chief	$ 105.00
Survey Party Chief	$ 90.00
Survey Technician	$ 90.00
Field Specialist	$ 75.00
Senior Project Designer	$ 125.00
Project Designer	$ 110.00
CAD Designer	$ 100.00
CAD Technician	$ 85.00
Construction Observer	$ 95.00
Office Administrative Manager	$ 105.00
Program Assistant	$ 85.00
Administrative Assistant	$ 75.00

SUB-CONSULTANT SERVICES: In cases where CEI retains another engineering consultant to provide services outside of our area of practice, cost of such services will be charged at actual invoice cost, subject to prior approval by client.

REIMBURSABLE EXPENSES: Outside services, and related materials, will be charged at the actual invoice cost. In addition, direct out-of-pocket costs such as postage, delivery services, travel (other than vehicle mileage), and subsistence expenses will be charged at actual costs. Vehicle mileage is billed at the applicable I.R.S. rate allowed per mile.

All impact, permitting, expediting, and review fees will be charged at 15% over the cost of the fee unless the client is willing to pay those fees directly to the service provider.

V. **CREDIT POLICY**: Terms will be given only to clients with approved credit. Invoices will be rendered monthly, either as final or progress billing. CEI payment terms are net 30 days. Invoices past 30 days due will be subject to a monthly service charge, which will be assessed in compliance with state usury laws. Should the account be placed for collection with an outside collector, the cost of such collections will be added to the principal amount owed. CEI may stop work on any account that is 60 days delinquent. In the event that CEI elects to stop work as provided herein, Client will be assessed a resumption of work charge equal to 20% of the total contract amount. Said resumption of work charge and all outstanding invoices must be paid in full by Client prior to the resumption of work on the project. Client agrees that the balance as stated on the invoice from CEI to Client is correct, conclusive, and binding on the Client unless Client within thirty (30) days from the date of the receipt of the invoice notifies CEI in writing of the particular item that is alleged to be incorrect.

Client's Initials _____

Required for contract to be valid

STANDARD TERMS AND CONDITIONS

STANDARD OF PRACTICE

Services performed by CEI under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by engineers currently practicing in the same locale under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise. All other common law warranties are hereby expressly disclaimed.

Client agrees that payment of all CEI invoices under this Agreement is for services rendered on behalf of Client and payment is not conditioned on (1) the receipt of any municipal or governmental approvals, authorizations, permits, or licenses or any type; (2) the availability of any utility services: or (3) payment to Client by any third party.

OWNERSHIP OF DOCUMENTS

All documents including drawings and specifications prepared or furnished by CEI pursuant to this Agreement are instruments of service in respect to the project and CEI shall retain an ownership and property interest therein whether or not the project is completed. Client may make and retain copies for information and reference in connection with the use and occupancy of the project by Client or others.

RE-USE OF DOCUMENTS

Copies of all reports, drawings, specifications, field data, field notes, laboratory test data, calculations, estimates, and other documents provided to Client as instruments of service are for use on the project specifically described in this Agreement. Any re-use of these by the Client for any other project or extension of this project, without the express, written authorization, verification, or adaptation by CEI, will be at Client's sole risk and without liability or legal exposure to CEI or CEI's independent professional associates or consultants, and Client shall indemnify, hold harmless and defend CEI and CEI's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom.

INSURANCE

CEI maintains the following insurances:
Worker's compensation of a form and in an amount as required by law and employer's liability insurance of $1,000,000.
Comprehensive general liability with limits of $4,000,000 ($2,000,000 per occurrence), and automotive liability insurance with limits of $1,000,000 combined single limit.
Excess liability umbrella insurance of $5,000,000.
Professional liability insurance with a limit of $2,000,000, per claim/annual aggregate.

Upon written request of Client, CEI will provide additional insurance, if available; including increased coverage and/or limits, and the Client will pay CEI an agreed amount for the increased coverage.

LIMITATION OF LIABILITY
The Client hereby agrees that, to the fullest extent permitted by law, CEI's total liability to Client for any and all injuries, claims, losses, expenses, or damages whatsoever arising including but not limited to CEI's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty shall not exceed the total sum paid on behalf of or to CEI by CEI's insurance policies applicable thereto and CEI's deductible amounts (excluding fees, costs & expenses of investigation, claim adjustment, defense, and appeal).

Any service deleted from this offer by the Client will become the responsibility of the Client. If this proposal was written without the benefit of an on-site investigation, changes in the scope may be necessary. CEI shall be held harmless in the event that any unseen condition adversely affects the design or intended use of the property in any way.

INDEMNIFICATION
The Client shall indemnify, hold harmless and defend CEI, its officers, directors, employees, consultants, and subconsultants from and against liabilities, damages, or expenses, including without limitations any and all legal costs and expenses; whatsoever in connection with any personal injury or property damage arising negligence, reckless, or intentional acts or omissions by Client, its officers, directors, shareholders, employees, consultants, and subcontractors, whether said acts or omissions and negligent reckless intentional or unintentional. Nothing contained herein shall waive any governmental immunity Client may be entitled to by law.

CEI will indemnify and hold harmless the Client, its officers, directors, employees, consultants, and subconsultants from and against liabilities, damages, or expenses, including without limitations legal costs and expenses; whatsoever in connection with any personal injury or property damage arising out of negligence, reckless, or intentional acts or omissions by CEI, its officers, directors, shareholders, employees, consultants, and subcontractors, whether said acts or omissions and negligent reckless intentional or unintentional.

Further, the Client shall, to the fullest extent of the law, indemnify, defend and hold harmless CEI, its directors, officers, employees, agents and subcontractors from and against all claims or action, based on, or arising out of, damages or injuries to persons or property caused by, or arising out of, any hazardous, and/or toxic substances present at the site where CEI and/or its subcontractors have performed work. Nothing contained herein shall waive any governmental immunity Client may be entitled to by law.

In accordance with generally accepted construction practices, the Client and Client's contractors shall be solely and completely responsible for the conditions of the job site, including the health and safety of all persons and property during performance of the work. This requirement will apply continuously and not be limited to normal working hours. Any construction observation by the engineer of the contractor's performance is not intended to include review of the adequacy of the contractor's safety measures, in, on, or near the construction site.

DISPUTE RESOLUTION
Client and CEI agree to attempt to settle all claims, disputes or controversies arising out of, or in relation to the interpretation, application or enforcement of this Agreement by direct discussions; however, absent resolution by direct discussions, they agree to attempt to settle disputes by formal mediation according to the Construction Industry Mediation Rules of the American Arbitration Association. Absent resolution by mediation they agree to binding arbitration under the Rules of the American Arbitration Association.

Client and CEI waive consequential damages for claims, disputes, or other matters in question arising out of or related to this agreement. This mutual waiver is applicable, without limitations, to all consequential damages due to either party's termination of this agreement, except for any licensing or use fees charged to Client by CEI for continued use of CEI's instruments of service upon termination of this agreement.

SEVERABILITY
Any element of this Agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force. However, the Client and CEI will in good faith attempt to replace an invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing or achieving the intent of the original provision.

PROJECT PUBLICITY AND RECOGNITION
During development construction, or upon completion of the project, CEI's name will be included on any public recognition / project identification display indicating design team, owners, and / or financiers. CEI shall be allowed to place or hang a temporary banner on the site during construction of the project.

LIEN RIGHTS
Client agrees that CEI shall have a lien upon real property constituting the project site for all unpaid sums due pursuant to this agreement or any addendum hereto, and that CEI is authorized to perfect a lien, enforce the lien, and foreclose the lien in the manner prescribed under local statutes for the perfection, enforcement and foreclosure of a mechanic and material man's lien upon real property.

All provisions under the heading "STANDARD TERMS AND CONDITIONS" shall survive termination or completion of this agreement.

AMENDMENTS
The duties, responsibilities, and limitation of authority of the Client or CEI shall not be made or extended without a written, executed agreement between CEI engineering Associates, Inc and the Client.

SUCCESSORS AND ASSIGNS
CEI Engineering Associates, Inc and the Client each bind themselves, their associates, directors, partners, successors, executors, administrators and assigns to the other party to this Agreement and to the associates, directors, partners, successors, executors and administrators and assigns to such other party, with the respect to all obligations contained in this Agreement. CEI Engineering Associates, Inc. may assign its rights and obligations under this Agreement at any time without the consent of the Client. However, the Client shall not assign its obligations under this Agreement or sublet as a whole, without the prior written approval by CEI Engineering Associates, Inc.'s of the successor or assignee and its ability to comply with the terms and conditions of this and/or subsequent written Agreement. All assignments made by Client without CEI Engineering Associates, Inc.'s consent shall be considered null and void.

TERMINATION
Either Party may terminate this Agreement in full or in part, in writing, if the other Party fails to fulfill its obligations under the Agreement through no fault of the other Party. In such event, one may declare the other in default by issuing a written Declaration of Default and terminate the Agreement for cause. Prior to, an opportunity to cure any default or breach shall be given by way of a written notice being delivered to the Breaching Party including a description of the conditions constituting default or breach of the Agreement and providing the Breaching Party a period of time of ten (10) days within which to correct such conditions. If defined default or breach is not corrected within allotted number of days, then the written Declaration of Default may be issued. Upon any termination or suspension of an Agreement, CEI Engineering Associates, Inc. shall be paid for all work performed up to the date of termination or suspension.

PROVIDED DATA
Any information or data provided by Owner or Owner's representatives or by a third party as directed by Owner or Owner's representative to CEI to be used as base or supplemental information or data to the scope shall be considered reliable and CEI shall be held harmless to any errors or emission due to its use.

SITE SAFETY OR CONTROL

In no form or fashion shall it be implied or assumed, unless expressively written into scope, that CEI has or will be responsible for an Owner's or Contractor's control of the site nor will CEI dictate the means and methods of the Owner, Contractor and Contractor's subcontracts regarding preparation of, conducting, and the completion and closeout of construction, safety, and control of site.

All provisions under the heading "STANDARD TERMS AND CONDITIONS" shall survive termination or completion of this agreement.

VI. APPROVAL SIGNATURE AND AUTHORIZATION TO PROCEED: Execution of this document in all required locations shall form the entire Professional Services Agreement between the Client and CEI. Two copies of this Proposal and Agreement shall be signed by the Client and one copy shall be returned to CEI.

In the event that the Client issues a notice to proceed to CEI prior to the execution of this contract, the Client acknowledges that the services rendered by CEI will be in accordance with the terms and conditions contained in this proposal.

In the event that the client instructs services on the contract/agreement to be on hold for a period greater than forty-five days, client acknowledges that CEI will not proceed until a new contract between CEI and the client can be executed.

This proposal shall become null and void if signatures have not been obtained within forty-five days of proposal date. If authorization to proceed is not given after the proposal has been executed said agreement will become null and void within forty-five days of the date of the Client's signature.

The following is the complete Contracting Entity (Client) name and address that is responsible for this contract, its terms and conditions, and for payment of CEI invoices:

Contracting Entity Name (Client) include its business structure of INC, LLC, LP, etc.
Responsible for contract terms, conditions, obligations and payment

Complete mailing address for invoicing and/or receiving notification (Street / PO Box/ Suite number, if required)

City / State / Zip

Complete Phone Number

Signature - legally authorized to bind Contracting Entity	Print Name	Title	Date

Signature, CEI Engineering Associates, Inc.	Print Name	Title	Date

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH CEI ENGINEERING ASSOCIATES, INC. FOR CONSTRUCTION ADMINISTRATION OF THE MCKISSIC CREEK TRAIL; AND FOR OTHER PURPOSES.

WHEREAS, this agreement includes pre-construction meetings, on-site observation, review of payment applications, coordination of final inspections, and closeout with the City; and

WHEREAS, this agreement will be funded by grant monies.

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 contract with CEI Engineering Associates, Inc., for construction administration of the McKissic Creek Trail;

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

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

PASSED this _____ day of _____, 2022.

APPROVED:

_____
STEPHANIE ORMAN, Mayor

Attest:

_____
KIRBY ROMINES, City Clerk

Agenda Item Form

Date of City Council Meeting	**4/26/2021**
Department	**Parks and Recreation Department**
Submitted by	**Hunter Garrison, Bike and Pedestrian Planner**
Phone	**(479) 254-2063**

Item Type: (*Check Applicable Item Type*)

☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☐ Resolution	☑ Bid Award

Recommendation/Suggested Action *(Enter recommendation in space below):*

Resolution requested by Parks and Recreation Staff for City Council approval to award Bid IFB 22-23 in the amount of $1,164,538.76 to Milestone Construction for the purchase of materials, labor and services to construct the McKissic Creek Trail.

Estimated Cost	**$1,164,538.76**
Is this Item Budgeted?	☐ Yes ☑ No

If no, please explain how item will be funded *(briefly explain in space below)* **:**

Per a grant for $1,240,538.76 from the Walton Family Foundation.

Memo

To:	City Council, Mayor Orman
From:	Hunter Garrison, Bike and Pedestrian Planner
Thru:	David Wright, Parks and Recreation Director
Date:	April 11, 2022
Re:	Bid Award IFB 22-23 McKissic Creek Trail

Parks and Recreation Staff is requesting City Council's approval to award IFB 22-23 in the amount of $1,058,671.60 with an additional 10% contingency of $105,867.16 for a total of $1,164,538.76 to Milestone Construction Company LLC for the purchase of materials, labor and services for the construction of the McKissic Creek Trail.

The .4 mile McKissic Creek Trail is part of the City of Bentonville's long term vision to create a contiguous Greenway system encircling the City and is the first step in a northwestern connection to the existing Applegate Trail, the Coler Mountain Bike Preserve, and the future Southwest Bentonville Trail. The trail will be located from the existing Wishing Springs Trail in North Bentonville and run along McKissic Creek to Peach Orchard Road.

The Parks and Recreation Department will pay for trails construction via a grant from the Walton Family Foundation.

Milestone Construction will be building 1,405 linear feet of a 12' wide concrete multi-use trail, and 678 linear feet of 8' wide multi-use asphalt trail. The project will also include the construction of modular retaining walls, drainage structures, and other necessary stormwater improvements.

If you have any questions regarding this item, please let me know. Please call me at 254-2063 or email hgarrison@bentonvillear.com.

Attachments:

CEI Engineers recommendation of award

Civil Engineering, Landscape Architecture,
Survey, Planning & Program Management

3108 SW Regency Parkway
Bentonville, AR 72712
Office: 479.273.9472
Toll-free: 1.800.433.4173
ceieng.com

March 22, 2022

City of Bentonville
Wade Tomlinson
215 SW A Street
Bentonville, AR 72712

Re: McKissic Creek Trail
Bentonville, Arkansas
CEI Project No. 30101

Mr. Tomlinson:

CEI has reviewed and find in order, the bids for the McKissic Creek Trail, taken March 4, 2022.

The low bidder has been identified as Milestone Construction Company in the amount of $1,058,671.60. CEI recommends award of bid to Milestone Construction Company.

If you have questions or concerns, please do not hesitate to call.

Respectfully submitted,

[redacted]

Zachary Hoyt
Project Manager
CEI Engineering Associates, Inc.

CITY OF BENTONVILLE OFFICIAL BID TABULATION - IFB-22-23 - MCKISSIC CREEK TRAIL PUBLIC IMPROVEMENT PROJECT - MARCH 4, 2022 AT 1:30PM

Item No.	Item Description	Unit of Measure	Quantity	CROSSLAND CONSTRUCTION COMPANY, INC.		MILESTONE CONSTRUCTION COMPANY		NEC, INC.	
				Unit Price	Extended Price (Unit Price x Quantity)	Unit Price	Extended Price (Unit Price x Quantity)	Unit Price	Extended Price (Unit Price x Quantity)
1	Mobilization, Staking, Bonding, & Insurance	LS	1	$ 214,662 00	$ 214,662 00	$ 57,005 00	$ 57,005 00	$ 44,597 00	$ 44,597 00
2	Erosion Control Maintenance	LS	1	$ 5,201 00	$ 5,201 00	$ 9,600 00	$ 9,600 00	$ 15,571 00	$ 15,571 00
3	Construction Entrance	SY	36	$ 57 79	$ 2,080 44	$ 83 06	$ 2,990 16	$ 119 50	$ 4,302 00
4	Concrete Washout	LS	1	$ 1,618 00	$ 1,618 00	$ 2,600 00	$ 2,600 00	$ 1,589 00	$ 1,589 00
5	Rock Check Dam	EA	5	$ 503 44	$ 2,517 20	$ 572 00	$ 2,860 00	$ 1,041 00	$ 5,205 00
6	Silt Fence	LF	881	$ 6 36	$ 5,603 16	$ 9 60	$ 8,457 60	$ 3 00	$ 2,643 00
7	Straw Wattle	LF	1640	$ 5 03	$ 8,249 20	$ 4 50	$ 7,380 00	$ 4 50	$ 7,380 00
8	Scour Stop	SF	80	$ 26 65	$ 2,132 00	$ 28 99	$ 2,319 20	$ 37 50	$ 3,000 00
9	Pyramat 75 Turf Reinforcement Mat	SY	195	$ 35 60	$ 6,942 00	$ 30 40	$ 5,928 00	$ 35 50	$ 6,922 50
10	Tree Preservation Fencing	LF	215	$ 4 84	$ 1,040 60	$ 3 45	$ 741 75	$ 5 00	$ 1,075 00
11	Root Pruning	LS	1	$ 2,889 00	$ 2,889 00	$ 19,800 00	$ 19,800 00	$ 5,739 00	$ 5,739 00
12	Vegetative Clearance	LS	1	$ 20,804 00	$ 20,804 00	$ 10,700 00	$ 10,700 00	$ 8,466 00	$ 8,466 00
13	Clearing and Grubbing	LS	1	$ 52,009 00	$ 52,009 00	$ 42,332 00	$ 42,332 00	$ 9,564 00	$ 9,564 00
14	Remove Curb & Gutter	LF	59	$ 11 75	$ 693 25	$ 26 45	$ 1,560 55	$ 16 00	$ 944 00
15	Retaining Block Wall Removal	LF	51	$ 271 94	$ 13,868 94	$ 20 40	$ 1,040 40	$ 117 50	$ 5,992 50
16	Remove Topsoil	CY	775	$ 25 35	$ 19,646 25	$ 30 42	$ 23,575 50	$ 11 50	$ 8,912 50
17	Reuse Topsoil	CY	499	$ 34 74	$ 17,335 26	$ 20 80	$ 10,379 20	$ 41 00	$ 20,459 00
18	Haul Off of Topsoil and Other Materials	CY	366	$ 25 26	$ 9,245 16	$ 18 46	$ 6,756 36	$ 24 50	$ 8,967 00
19	Rock Excavation	CY	130	$ 115 58	$ 15,025 40	$ 423 50	$ 55,055 00	$ 369 00	$ 47,970 00
20	Undercut and Haul Off Unsuitable Materials	CY	1,000	$ 20 80	$ 20,800 00	$ 30 00	$ 30,000 00	$ 40 00	$ 40,000 00
21	Import Fill	CY	1,000	$ 40 45	$ 40,450 00	$ 30 00	$ 30,000 00	$ 54 00	$ 54,000 00
22	18'' RCP	LF	28	$ 103 19	$ 2,889 32	$ 116 07	$ 3,249 96	$ 163 50	$ 4,578 00
23	14"x23" Elliptical RCP	LF	30	$ 134 84	$ 4,045 20	$ 117 00	$ 3,510 00	$ 194 50	$ 5,835 00
24	14"x23" Elliptical RCP FES	EA	1	$ 2,312 00	$ 2,312 00	$ 1,820 00	$ 1,820 00	$ 963 00	$ 963 00
25	18'' HDPE	LF	80	$ 83 79	$ 6,703 20	$ 61 75	$ 4,940 00	$ 97 50	$ 7,800 00
26	18" HDPE FES	EA	4	$ 780 00	$ 3,120 00	$ 520 00	$ 2,080 00	$ 550 00	$ 2,200 00
27	Concrete Drainage Opening	EA	1	$ 8,712 00	$ 8,712 00	$ 3,120 00	$ 3,120 00	$ 10,582 00	$ 10,582 00
28	Area Inlet	EA	1	$ 7,166 00	$ 7,166 00	$ 8,450 00	$ 8,450 00	$ 7,609 00	$ 7,609 00
29	Segmented Retaining Wall Redi-Rock GTS Wall A*	SFF	1,534	$ 88 10	$ 135,145 40	$ 68 36	$ 104,864 24	$ 85 50	$ 131,157 00
30	3' x 6' Box Culvert	LF	22	$ 1,003 14	$ 22,069 08	$ 777 54	$ 17,105 88	$ 800 00	$ 17,600 00
31	42" RCP	LF	8	$ 361 17	$ 2,889 36	$ 195 65	$ 1,565 20	$ 478 00	$ 3,824 00
32	Segmental Block Retaining Wall Redi-Rock Valentine Walls B and C*	SFF	3,220	$ 84 80	$ 273,056 00	$ 88 51	$ 285,002 20	$ 83 00	$ 267,260 00
33	Concrete Trail	SY	2200	$ 57 00	$ 125,400 00	$ 48 36	$ 106,392 00	$ 43 00	$ 94,600 00
34	Asphalt Trail	SY	650	$ 46 52	$ 30,238 00	$ 38 02	$ 24,713 00	$ 46 00	$ 29,900 00
35	4" Base Course for Trail	SY	2,800	$ 16 73	$ 46,844 00	$ 6 03	$ 16,884 00	$ 14 50	$ 40,600 00
36	6" B Stone Base	SY	650	$ 26 77	$ 17,400 50	$ 6 00	$ 3,900 00	$ 32 50	$ 21,125 00
37	Adjust Existing Sewer Manhole Rim Elevation	EA	1	$ 6,703 00	$ 6,703 00	$ 4,550 00	$ 4,550 00	$ 4,155 00	$ 4,155 00
38	Concrete Headwall	EA	3	$ 8,042 00	$ 24,126 00	$ 6,500 00	$ 19,500 00	$ 12,935 00	$ 38,805 00
39	Reinforced Concrete Retaining Walls A and B*	SFF	1500	$ 126 10	$ 189,150 00	$ 23 05	$ 34,575 00	$ 59 50	$ 89,250 00
40	Block and Aggregate Inlet Protection Device	EA	1	$ 693 00	$ 693 00	$ 9,750 00	$ 9,750 00	$ 851 50	$ 851 50
41	Brace Pole and Guy Wire	EA	1	$ 17,336 00	$ 17,336 00	$ 364 04	$ 364 04	$ 626 50	$ 626 50
42	Meal Guardrail	LF	168	$ 221 43	$ 37,200 24	$ 123 50	$ 20,748 00	$ 233 50	$ 39,228 00
43	3-Rail Wood Fence	LF	310	$ 78 89	$ 24,455 90	$ 66 30	$ 20,553 00	$ 100 50	$ 31,155 00
44	Topsoil Placement	CY	163	$ 38 50	$ 6,275 50	$ 45 82	$ 7,468 66	$ 15 50	$ 2,526 50
45	Chain-link Fence	LF	325	$ 30 58	$ 9,938 50	$ 22 75	$ 7,393 75	$ 37 50	$ 12,187 50
46	Bermuda Grass Sod	SY	1,373	$ 5 03	$ 6,906 19	$ 3 57	$ 4,901 61	$ 5 00	$ 6,865 00
47	Permanent Seeding	SY	3,162	$ 0 92	$ 2,909 04	$ 1 05	$ 3,320 10	$ 1 00	$ 3,162 00
48	4" Solid Yellow Trail Striping	LF	1084	$ 2 54	$ 2,753 36	$ 2 86	$ 3,100 24	$ 5 50	$ 5,962 00
49	Sign Base	EA	7	$ 347 00	$ 2,429 00	$ 390 00	$ 2,730 00	$ 149 00	$ 1,043 00
50	Sign(s)	EA	8	$ 116 00	$ 928 00	$ 130 00	$ 1,040 00	$ 197 00	$ 1,576 00
	TOTAL BID PRICE:			$	1,482,605.65	$	1,058,671.60	$	1,186,324.50

NEC, Inc. Extended Prices for lines 12, 13 & 33 were corrected based on Unit Prices during Bid Evaluation.

purchasing@bentonvillear.com - (479) 271-3115

CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE

1000 SW 14TH STREET BENTONVILLE, AR 72712 – (479) 271-3115 – PURCHASING@BENTONVILLEAR.COM

ADDENDUM TO SOLICITATION

AMENDED BID FORM ITEM DESCRIPTIONS AND QUANTITIES HAVE BEEN HIGHLIGHTED YELLOW WITH AN ASTERISK (*).

AMENDED BID FORM

Item No.	Item Description	Unit of Measure	Quantity	Unit Price	Extended Price (Unit Price x Quantity)
1.	Mobilization, Staking, Bonding, & Insurance	LS	1	57,005.00	57,005.00
2.	Erosion Control Maintenance	LS	1	9,600	9,600
3.	Construction Entrance	SY	36	83.06	2990.16
4.	Concrete Washout	LS	1	2600	2600
5.	Rock Check Dam	EA	5	572	2860
6.	Silt Fence	LF	881	9.60	8457.60
7.	Straw Wattle	LF	1640	4.50	7380.00
8.	Scour Stop	SF	80	28.99	2319.20
9.	Pyramat 75 Turf Reinforcement Mat	SY	195	30.40	5928
10.	Tree Preservation Fencing	LF	215	3.45	741.75
11.	Root Pruning	LS	1	19,800	19,800
12.	Vegetative Clearance	LS	1	10,700	10,700
13.	Clearing and Grubbing	LS	1	42,332	42,332
14.	Remove Curb & Gutter	LF	59	26.45	1560.55
15.	Retaining Block Wall Removal	LF	51	20.40	1040.40
16.	Remove Topsoil	CY	775	30.42	23,575.50
17.	Reuse Topsoil	CY	499	20.80	10,379.20

ADDENDUM TO SOLICITATION

Item No.	Item Description	Unit of Measure	Quantity	Unit Price	Extended Price (Unit Price x Quantity)
18.	Haul Off of Topsoil and Other Materials	CY	366	18.46	10,756.36
19.	Rock Excavation	CY	130	423.50	55,055
20.	Undercut and Haul Off Unsuitable Materials	CY	1,000	30.00	30,000
21.	Import Fill	CY	1,000	30.00	30,000
22.	18'' RCP	LF	28	116.07	3,249.96
23.	14"x23" Elliptical RCP	LF	30	117.00	3,510.00
24.	14"x23" Elliptical RCP FES	EA	1	1,820	1,820.00
25.	18'' HDPE	LF	80	61.75	4,940.00
26.	18" HDPE FES	EA	4	520.00	2,080.00
27.	Concrete Drainage Opening	EA	1	3,120	3,120.00
28.	Area Inlet	EA	1	8,450	8,450.00
29.	Segmented Retaining Wall Redi-Rock GTS Wall A*	SFF	1,534	68.36	104,864.24
30.	3' x 6' Box Culvert	LF	22	777.54	17,105.88
31.	42" RCP	LF	8	195.65	1565.20
32.	Segmental Block Retaining Wall Redi-Rock Valentine Walls B and C*	SFF	3,220	88.51	285,002.20
33.	Concrete Trail	SY	2200*	48.36	106,392.00
34.	Asphalt Trail	SY	650*	38.02	24,713.00
35.	4" Base Course for Trail	SY	2,800	6.03	16,884.00
36.	6" B Stone Base	SY	650	6.00	3,900.00

ADDENDUM TO SOLICITATION

Item No.	Item Description	Unit of Measure	Quantity	Unit Price	Extended Price (Unit Price x Quantity)
37.	Adjust Existing Sewer Manhole Rim Elevation	EA	1	4,550.00	4,550.00
38.	Concrete Headwall	EA	3	6,500.00	19,500.00
39.	Reinforced Concrete Retaining Walls A and B*	SFF	1500*	23.05	34,575.00
40.	Block and Aggregate Inlet Protection Device	EA	1	9,750.00	9,750.00
41.	Brace Pole and Guy Wire	EA	1	364.04	364.04
42.	Meal Guardrail	LF	168	123.50	20,748.00
43.	3-Rail Wood Fence	LF	310	66.30	20,553.00
44.	Topsoil Placement	CY	163	45.82	7468.66
45.	Chain-link Fence	LF	325	22.75	7,393.75
46.	Bermuda Grass Sod	SY	1,373	3.57	4,901.61
47.	Permanent Seeding	SY	3,162	1.05	3,320.10
48.	4" Solid Yellow Trail Striping	LF	1084	2.86	3,100.24
49.	Sign Base	EA	7	390.00	2730.00
50.	Sign(s)	EA	8	130.00	1,040.00

Total Bid $1,058,671.60

[BID FORM CONTINUES ON THE FOLLOWING PAGE]

Second Nature Landscape, Inc
Redi-Rock Construction Projects

General Contractor	Project Description	Date	Redi-Rock Sq Ft.
Bill Moeller	Residential	Jan-22	1200
APAC	Chiminey Rock	Sep-21	3590
Buffalo Construction	Texas Roadhouse	Sep-21	270
Total Site	Mitchel Street	Jan-21	7800
Old Building LLC	1540 Nettleship	Oct-20	1132
			13992
Oelke	Walmart	Jan-20	492
Redline Construction	Daiy Queen	May-19	7750
Baldwin and Shell	Theatre Square	Mar-19	400

CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH STREET BENTONVILLE, AR 72712
(479)-271-3115 – purchasing@bentonvillear.com

SECTION 5: BIDDER ACKNOWLEDGEMENTS

Bidders are required to verify that the following required documents and bonds have been included with their Bid submission or will be furnished when due.

Description	Bidder's Initials
Invitation for Bid document, executed with all fields complete and thoroughly reviewed.	LN
Proof of insurance, or the ability maintain, as defined herein.	LN
5% Bid Guarantee, as specified herein.	LN
APPENDIX C: SUBCONTRACTOR DISCLOSURE (completed, if applicable)	LN
APPENDIX D: NON-COLLUSION AFFIDAVIT (notarized) & VENDOR DISCLOSURE	LN
APPENDIX E: BIDDER QUALIFICATIONS completed.	LN
APPENDIX F: CONTRACTOR/VENDOR DISCLOSURE completed.	LN
Addenda: Bidders are required to acknowledge all addenda issued for this IFB. Bidders may acknowledge issued addenda either by inclusion in their Bid Submission or by noting the Addendum Number and Date of Issuance below in the fields provided. **ADDENDUM NUMBER** / **DATE OF ISSUANCE** #1 — 2-10-22 #2 — 2-21-22 #3 — 3-1-22	LN
Items Due at Contract Signing if Awarded	
Performance & Payment Bonds in an amount at least equal to the Total Unit Price Bid (only applicable wen required in this IFB document). ***(Due at Contract Signing)***	LN
Insurance Certificate, as required and as specified, naming the City of Bentonville as additionally insured. ***(Due at Contract signing)*** Bidder's should use the following address for the City of Bentonville: City of Bentonville, Arkansas 305 SW A Street Bentonville, Arkansas 72712	LN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/09/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Sterling Seacrest Pritchard P O Box 16445 Little Rock AR 72231	CONTACT NAME: Marla Williams PHONE (A/C, No, Ext): (501) 588-0857 FAX (A/C, No): (501) 251-1135 E-MAIL ADDRESS: marlaw@sspins.com
INSURED Milestone Construction Co., LLC 2002 South 48th Street Springdale AR 72762	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : Amerisure Mutual Insurance Co 23396 INSURER B : Atlantic Specialty Ins Company 27154 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 21/22 All Lines **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Blanket Contractual Liability [X] XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	CPP20262171802	12/01/2021	12/01/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	CA20262141802	12/01/2021	12/01/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0	Y	Y	CU20336521602	12/01/2021	12/01/2022	EACH OCCURRENCE AGGREGATE $	$ 10,000,000 $ 10,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	WC20262351702	12/01/2021	12/01/2022	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B	Blanket Builders Risk			7900210100005	12/01/2021	12/01/2022	Limit Per Jobsite Deductible Wind/Hail Deductible	$10,000,000 $2,500 $5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: McKissic Creek Trail Public Improvements

The following applies when required in written contract or agreement: Certificate holder and owner are included as additional insureds on a primary and non-contributory basis with respect to General Liability (including completed operations), Auto Liability. Waiver of subrogation is provided on General Liability, Auto Liability and Workers Compensation.

CERTIFICATE HOLDER

City of Bentonville
117 W Central Ave
Bentonville AR 72712

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE [redacted]

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AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Milestone Construction Company, LLC
2002 S. 48th Street, Suite A
Springdale, AR 72762

SURETY:
(Name, legal status and principal place of business)
Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

OWNER:
(Name, legal status and address)
City of Bentonville, Arkansas
1000 SW 14th Street
Bentonville, AR 72712

BOND AMOUNT: $ Five Percent of Bid Amount----(5%)

PROJECT:
(Name, location or address, and Project number, if any)
McKissic Creek Trail Public Improvement Project

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

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Init.

/

Signed and sealed this 23rd day of February , 2022

[redacted]

Milestone Construction Company, LLC
(Contractor as Principal) *(Seal)*

PRESIDENT
(Title)

[redacted]
(Witness)

Travelers Casualty and Surety Company of America
(Seal)

[redacted]
(Witness)

(Title) Pamela K. Hays, Attorney-in-Fact

Init.

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TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Pamela K Hays** of **NORTH LITTLE ROCK**, **Arkansas**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.

State of Connecticut

City of Hartford ss.

By: [redacted]
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**

[redacted]
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **23rd** day of **February**, **2022**.

[redacted]
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE

1000 SW 14TH STREET BENTONVILLE, AR 72712 – (479) 271-3115 – PURCHASING@BENTONVILLEAR.COM

ADDENDUM TO SOLICITATION

BIDDER DECLARATION

The Undersigned hereby declares that they have carefully examined the Invitation, Scope of Work, Specifications and all other information related to the performance of the work or delivery of materials or items as described herein, have visited the actual location of the work (when applicable), have consulted their sources of supply, has satisfied themselves as to all quantities and conditions, and understands that in signing this proposal, they waive all right to pleas of any misunderstanding regarding the san[redacted]

Company Name: Milestone Construction Company LLC By (Authorized Person's Signature)[redacted]

Printed Name and Title: Lance Norsworthy

Date: 3-4-2022

*If Bidder is a corporation, indicate state of incorporation, under the Firm's Signature, and if a partnership, give full names of all partners.

Arkansas State Contractor's License Number (only include when required in this IFB): 0156050422

[Addendum Continues on the Following Page]
[APPENDIX F OF THE ORIGINAL BIDDING DOCUMENTS FOLLOWS]

License No. 0156050422 ID #19266

State of Arkansas

Commercial Contractors Licensing Board

MILESTONE CONSTRUCTION COMPANY, LLC
2002 S 48TH ST
SPRINGDALE, AR 72762

This is to Certify That MILESTONE CONSTRUCTION COMPANY, LLC

is duly licensed under the provisions of Ark. Code Ann. § 17-25-101 et. seq. as amended and is entitled to practice Contracting in the State of Arkansas within the following classifications/specialties:

BUILDING
- (COMMERCIAL & RESIDENTIAL)

This contractor has an unlimited suggested bid limit.

from April 23, 2021 **until** April 30, 2022 **when this Certificate expires.**

Witness our hands of the Board, dated at North Little Rock, Arkansas:

[redacted]

CHAIRMAN

SECRETARY

April 23, 2021 - dsa

Proposer shall submit the name of any subcontractors proposed, and the subcontractor's State Contractor's License Number (if applicable).

Subcontractor Name	Subcontractor State Contractor's License (if applicable)	Work to be Performed	Answer Y/N Subcontractor's portion exceeds $50,000.00.
Backus Concrete/ American Backus Dirt LLC	0199660322 / 0416400422	Dirtwork, stormwater	
Second Nature Landscapes LLC	0133430522	Segmental Retaining Walls - Redi-Rock	Y
Arkas NF Concrete Construction LLC	0371420322	Concrete Trail	Y

NON-COLLUSION AFFIDAVIT

BID INVALID IF THIS AFFIDAVIT IS NOT SIGNED AND NOTARIZED AND SUBMITTED WITH THE BID

State of Arkansas

County of Madison

I Mike Davis of lawful age, being first duly sworn, on oath says that:

1.(s)he is the duly authorized agent of the Bidder and/or contractor submitting the Competitive Bid and/or procuring the contract which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among Bidders and between Bidders and City officials or employees, as well as, facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the Invitation for Bids to which this statement is attached;

2. (s)he is fully aware of the facts and circumstances surrounding the making of the Bid and/or the procurement of the contract to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such Bids;

3. Neither the Bidder/contractor nor anyone subject to the Bidder/contractor's direction or control has been a party;

a. to any collusion among Bidders in restraint of freedom of competition by agreement to bid at a fixed rate or to refrain from submitting;

b. to any collusion with any City official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor

c. in any discussions between Bidders and any City official concerning exchange of money or other thing of value for special consideration in the letting of a contract;

d. to paying, giving, donating or agreeing to pay, give or donate to any officer or employee of the city of Bentonville, any money or other thing of value, either directly or indirectly, in procuring the contract to which his/her statement is attached.

Sign [redacted] Title: Vice President

Subscribed ar[redacted] day of March, 20 22

Notary Public [redacted] My commission expires: 09/28/2030

ERIN METCALF
Notary Public-Arkansas
Madison County
My Commission Expires 09-28-2030
Commission # 12711998

CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH STREET BENTONVILLE, AR 72712
(479)-271-3115 – purchasing@bentonvillear.com

BIDDER QUALIFICATIONS (REQUIRED RESPONSE DOCUMENT)

Bidders shall provide at least three references from within the last two (2) years in the space provided below. References provided must be from the performance of the same or similar type of work as described herein.

The City reserves the right to contact references provided and use the information obtained in the evaluation of Bidder's Bid submission.

Contact Name	Contact Phone Number	Description of Work	Date/Date Range When Services Were Performed
Don Clark Phillip Patterson	479-238-0930 479-524-5136	Memorial Park - Construction of New Park	June 2018 - May 2019
Chad Wolf	479-750-8185	CL "Charlie & Willie George Park" Construction of New Park	Summer 2016 - Renovation Jan 2022
Doug Sprouse	479-750-8114	Shaw Family Park Construction of New Park	September 2019 - August 2020

OTHER RELEVANT WORK EXPERIENCE/NOTES (OPTIONAL):

CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE

1000 SW 14TH STREET BENTONVILLE, AR 72712 – (479) 271-3115 – PURCHASING@BENTONVILLEAR.COM

ADDENDUM TO SOLICITATION

APPENDIX F

Contractor/Vendor Disclosure

THIS DOCUMENT MUST BE COMPLETED AND INCLUDED IN ANY SUBMISSION

Company Name: Milestone Construction Company LLC

Identify each employee of the City Of Bentonville to whom you, any of your Employees owning more than 5% interest in your Company, or are a Director/Executive/Decision Maker of your Company are immediately related.

Immediate Relation includes:

- Spouse/Domestic Partner
- Parents-Natural or Legal/Step/In Laws
- Children/Step, Siblings-Whole/Half/Step/ In Laws
- Grandchildren/Step, Great Grandchildren.

OR

☒ Check this box if you there are no applicable relationships to disclose.

Failure to disclose shall be considered a material breach and grounds for immediate termination of this contract/agreement. **Note: Any change in circumstances resulting in a conflict or appearance of a conflict shall be reported within 30 days of change of circumstance.**

LW Initials

[END OF ADDENDUM 3]

CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH STREET BENTONVILLE, AR 72712
(479)-271-3115 – purchasing@bentonvillear.com

SECTION 4: SPECIFICATIONS

BIDDERS: THIS SECTION CONTAINS REQUIRED RESPONSE FIELDS

- **AS SPECIFIED:** Bidder must indicate, "AS SPECIFIED", by placing an "X" in the designated space ('As Specified') provided.
- **EQUIVALENT:** Bidders must indicate (and describe) any item being offered to the City that does not fully conform to the City's specification but is being offered to the city as being an "EQUIVALENT" (including alternate or substitute)" to the City's specifications. It is the responsibility of Bidders to demonstrate and provide clear evidence of the item's equivalency to the City's specification. The City shall have the final determination as to whether an item is equivalent and meets the City's needs.

The specifications in this Section do not necessarily include all specifications and/or requirements for this IFB. Bidder is responsible for the complete review of this IFB document and all appendixes, any issued clarifications, addenda, or any other document released by the City related to this IFB and for familiarizing themselves with the work to be performed and/or products to be supplied prior to submitting a bid to ensure accurate pricing.

1. GENERAL SPECIFICATIONS			
SPECIFICATION LINE NUMBER	**SPECIFICATION DESCRIPTION**	**BIDDER INDICATE IN THIS COLUMN IF 'AS SPECIFIED'**	**BIDDER INDICATE IN THIS COLUMN IF 'EQUIVALENT'**
1	Bidder has examined this entire Bid Packet, including all attached appendices and agrees to perform the work and provide the materials as specified.	X	
2	The awarded Bidder shall follow all federal, state and local safety regulations.	X	
3	Bidder is qualified and capable of performing the work, AS SPECIFIED in the Scope of Work section of this IFB document.	X	
4	The awarded Bidder and crew shall meet with the City's designated contact(s) prior to beginning services to review the Scope of Work, measurements and plans (Pre-Construction Meeting).	X	
5	The awarded Bidder shall coordinate progress meetings with the City's designated contact(s)to review progress and details while services are being performed.	X	
6	The awarded Bidder shall be responsible for furnishing all materials and labor required to perform the services described herein.	X	
7	The awarded Bidder understands that this IFB Document, including the Plan Set (Appendix A) and Technical Specifications (Appendix B) contains all Specifications for work, materials and products. Work shall be completed, as specified, according to this Bid Document and all attached Appendixes. The awarded Bidder shall perform the work in accordance with industry standards and best practices.	X	

CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
ADMINISTRATIVE SERVICES BUILDING
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(479)-271-3115 – purchasing@bentonvillear.com

2. WARRANTIES (REQUIRED REPONSE)

Bidder shall indicate warranties of the workmanship and material below.

Product Warranties:

Bidder shall furnish any and all product warranties available to the City upon the completion of the work.

X Agree (As Specified) ___Disagree (required to include reasoning below, "no applicable warranties" is an acceptable response)

Reasoning:_____

_____

Workmanship Warranty:

Bidder warrants that the workmanship and material shall be free from defect for a period of 1 years upon the completion of the work.

Details:_____

_____

[This Space Has Been Intentionally Left Blank]

CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
ADMINISTRATIVE SERVICES BUILDING
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(479)-271-3115 – purchasing@bentonvillear.com

EXECUTION OF BID PAGE (REQUIRED)

Upon signing this Bid, the Bidder certifies that he/she has read and agrees to the requirements set forth in this Bid proposal including specifications, conditions and pertinent information regarding the articles being Bid on, and agrees to furnish these articles at the prices stated. All information on this page must be completed.

Unsigned Bids will be rejected - no exceptions.

Name of Firm: Milestone Construction Company, LLC **Phone Number:** 479-751-3560

Business Address (Full Street/City/State/Zip): 2002 S. 48th Street Suite A Springdale, AR 72762

Is this address able to accept mail deliveries (for the purpose of returning Bid bonds etc.): _X_ **Yes** __ **No**

Name of Contact Person: Lance Norsworthy **Email:** lnorsworthy@mstonecc.com

Signature of Authorized Person: _____ **Date:** _____

Printed or Typed Name: Lance Norsworthy **Title:** Manager

Arkansas Contractors License Number: 0156050422 **(REQUIRED)**

Sales or Use Tax ID Number: 000298675SLS

Bid Bond Included: _X_ **Yes** ___ **No (only required if specified in this IFB Document)**

[This space has been intentionally left blank]

Proposed McKissic Creek Trail

Legend

- Existing Greenway
- Mckissic Creek Trail

Walgreens Pharmacy
Kenny Davis Collision
At Ease Dental
W McNelly Rd
42
Starbucks
Phat Tire Bike Shop
Blue Hole Bella Vista
NW Riverbend Rd
W Ford Springs Rd
Ford Spring
Nightmares Haunted House
844
Reach Orchard Rd
Lowe's Home Improvement
71
49
NW Autumn Ave
Google Earth
204
1000 ft
N

RESOLUTION NO. _____

A RESOLUTION AWARDING BID IFB-22-23; AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH MILESTONE CONSTRUCTION COMPANY, LLC FOR THE MCKISSIC CREEK TRAIL; AND FOR OTHER PURPOSES.

WHEREAS, Milestone Construction Company, LLC is the lowest qualified bidder for bid IFB-22-23;

WHEREAS, this contract covers the purchase of materials, labor, and services for the construction of the McKissic Creek Trail; and

WHEREAS, the estimated cost is one million one hundred sixty-four thousand five hundred thirty-eight dollars and seventy-six cents ($1,164,538.76).

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 contract with Milestone Construction Company, LLC, for the McKissic Creek Trail;

Section 2: The estimated contract cost is one million one hundred sixty-four thousand five hundred thirty-eight dollars and seventy-six cents ($1,164,538.76);

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

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

PASSED this _____ day of _____, 2022.

APPROVED:

_____
STEPHANIE ORMAN, Mayor

Attest:

_____
KIRBY ROMINES, City Clerk

Agenda Item Form

Date of City Council Meeting	**4/26/2022**
Department	**Parks and Recreation**
Submitted by	**Wade Tomlinson**
Phone	**(479) 464.7275**

Item Type: (*Check All That Apply)*

☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☑ Resolution	☐ Bid Award

Recommendation/Suggested Action *(Enter recommendation in space below):*

Resolution authorizing the Mayor and City Clerk enter into an amended agreement with Crafton Tull and Associates, in the value of $1,159,790.00, plus reimbursables not to exceed $15,000.00, for the expansion and renovation of the 50 acre Phillips Park sports complex.

Estimated Cost	**$1,159,790, plus reimburesables**
Is this Item Budgeted?	☑ Yes ☑ No

If no, please explain how item will be funded *(briefly explain in space below)* :

Bond Funds.

Memo

To:	City Council, Mayor Orman
Thru:	David Wright, Parks and Recreation Director
From:	Wade Tomlinson, Parks Planner
Date:	April 26, 2022
Re:	Resolution to amend the contract with Crafton Tull for design services of Phillips Park.

On August 10, 2021 City Council Approved a Resolution to enter into an agreement with Crafton Tull Associates, Inc. (Crafton Tull) for the master plan of the expansion and renovation of the 50 acre Philips Park sports complex. The master planning phase is complete. The next phase in the project is for design development, construction plans and construction manager coordination and construction administration.

The original fee for master plan services was $162,950.00 plus reimbursable expenses up to $2,000. This amendment fee has two parts.

1. Design Phase services which includes design and construction documentation for all building and grounds. This fee is $769,790.00 + reimbursable expenses up to $5,000.00.
2. Construction Phase Service which includes coordination with the Construction Manager, construction observation and construction administration. This fee is $390,000 + reimbursable expenses up to $10,000.

The total for this contract amendment is $1,159,790.00 plus reimbursable expenses up to $15,000. The total contract fee for services is $1,322,740.00 plus reimbursable expenses up to $17,000.

Funding for this project comes from the 2021 bond election.

If you have any questions regarding this item, please call me at 479.464.7275 or email wtomlinson@bentonvillear.com.

Attachments:
Agreement Amendment with Crafton Tull

AMENDMENT NO. 1 TO CITY-ARCHITECT AGREEMENT

Subject of Amendment: Additional Services

1. Background Data:

a. Effective Date of PROFESSIONAL SERVICES AGREEMENT: August 13, 2021

b. CITY: City of Bentonville, Arkansas

c. ARCHITECT: Crafton, Tull & Associates, Inc.

d. Project: Phillips Park Renovation

2. Nature of Amendment

- Additional Services to be performed by ARCHITECT
- Modifications to Payment to ARCHITECT

3. Description of Modifications

- See Appendix A, "Project Description"
- See Appendix B, "Scope of Civil Engineering, Landscape Architecture, and Architectural Services"
- See Appendix C, "Fees"
- See Exhibit B, Standard Hourly Rate Schedule

CITY and ARCHITECT hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is April 18, 2022 .

The cost of this AMENDMENT including all reimbursable expenses as described in the FEES AND SCHEDULE, **shall not exceed** One Million One Hundred Thirty Nine Thousand Fifty Dollars ($ 1,139,050.00), unless otherwise approved by the CITY through an official AMENDMENT agreed and executed by CITY and ARCHITECT.

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

CITY OF BENTONVILLE	**CRAFTON, TULL & ASSOCIATES, INC.**
CITY	ARCHITECT
	[redacted]
BY: STEPHANIE ORMAN	BY: MATT CRAFTON, P.E.
MAYOR	**PRESIDENT & CEO**
TITLE	TITLE
	April 19, 2022
DATE SIGNED	DATE SIGNED

APPENDIX A

PROJECT DESCRIPTION

This project consists of a complete renovation for Phillips Park. The project is an expansion and renovation of the existing 50-acre sports complex, reconfiguring the existing design and adding multiple, tournament-quality sports fields for youth and adult recreation. To further complement the additional playfields, the renovation project includes new sports lights, restroom facilities, batting cages, playgrounds, splash park, passive recreation space, greenspace, parking, and associated utility improvements. The transformation will allow the city to host state and national sports tournaments while providing a boost to the local economy during months of seasonal play. It also creates a destination park for families living in the southeast part of the community.

The first phase or master planning phase previously contracted is complete. This phase included a boundary and topographic survey of the site along with a lot combination plat. Also included were preliminary grading and drainage analysis with preliminary utility analysis.

The second phase of this project's development will be for the ARCHITECT to design the renovated park, with the agreed upon field sizes, configuration and materials to be used in the various ballfields, as well as buildings and other park amenities. The design process will include a preliminary design phase with project scheduling, plan development, city meetings, and preliminary drainage report. The design process will also include the final design phase with final site plans, utility plans, grading and erosion control plans, architectural building plans and landscape architecture design of the site. This final design phase will also include the construction details needed for the architectural, civil engineering, and landscape architectural design elements.

The ARCHITECT will work with the city's selected Construction Manager to establish a cost estimate for the improvements.

Upon completion and permitting of the design plans, the ARCHITECT will assist with the determination of the final construction phasing of the project. It is understood that the City of Bentonville Parks & Recreation staff requires some of the fields to be open during its primary baseball seasons of March through June each year; therefore, construction of the project is expected to be accomplished in phases. The ARCHITECT will assist the city staff and Construction Manager with development of a phasing plan for the construction of the project and assist with construction observation and administration.

The final phase of the ARCHITECTS work will be to assist with Construction Administration and Project Close Out of the portions of the work constructed under the initial allocated budget for what is established as Phase 1 of construction.

APPENDIX B

SCOPE OF CIVIL ENGINEERING AND LANDSCAPE ARCHITECTURAL SERVICES

DESIGN PHASE CIVIL ENGINEERING AND LANDSCAPE ARCHITECTURE

TASK 4 CIVIL AND LA PRELIMINARY DESIGN

1.1 Project Scheduling

ARCHITECT will work with City of Bentonville staff to determine the most advantageous scheduling of city and state permitting requirements based on project phasing, construction start time, and construction length for the first phase of installation.

1.2 Plan Development

ARCHITECT team members will begin the design of all park amenities on the approved master plan with the exception of the open play areas, playgrounds and/or splash pad. The initial design will include desired program elements, environmental issues, drainage, utilities, pump station, circulation, contextual issues, architecture etc. as shown on the overall city-approved master plan.

1.3 Attend City Meetings

A representative from ARCHITECT's team will attend required City public hearings, commissions and councils necessary to achieve fully permitted construction drawings for the park and its amenities. In addition there will be other design related meetings and correspondence with city staff throughout the design process.

1.4 Geotechnical Investigation & Report

The ARCHITECT will subcontract with a geotechnical firm to provide the site soils investigation and report. The report will include recommendations for building foundation designs, site earthwork, and pavement design.

TASK 5 CIVIL AND LA FINAL DESIGN

5.1 Final Drainage Report

Based on the preliminary drainage report and additional design development a final report will be generated to validate the volume and size of storm water detention / retention facilities and drainage structures placed within the comprehensive site layout. This will include any information required for City and applicable State permitting, and the document preparation for these permits.

5.2 Final Water and Sanitary Sewer Analysis

Working with the City Staff, the ARCHITECT will develop the final design of all public water mains and sanitary sewer systems while doing analysis of the existing systems to make sure new improvements meet demands and loads required by local, state and federal requirements. These plans will include the required and necessary plan and profile sheets. This will include any information required for City and applicable State permitting, and the document preparation for these permits.

5.3 Demolition Plans

ARCHITECT will prepare documents that illustrate the existing amenities and infrastructure that will be demolished and removed from the site prior to construction beginning. This will include any information required for City and applicable State permitting, and the document preparation for these permits.

5.4 Site Plan

ARCHITECT will prepare sports park site plans, with dimensions and materials identified for fields, field amenities, walks, paths, parking, drive aisles, building locations, and other features and amenities.

5.5 Grading Plan

ARCHITECT will complete the overall grading of the site and shall include more detailed or enlarged grading plans for various aspects of the site including handicap accessible routes, grandstand and dugout areas, around buildings, drainage structures, and detention pond features and outlets. This will include any information required for City and applicable State permitting, and the document preparation for these permits.

5.6 Erosion Control Plans

ARCHITECT will prepare a full set of drawings defining the location of Best Management Practices (BMP's) for the site development. This will also include extensive details and notes for proper installation and maintenance of these BMP's. This will include any information required for City and applicable State permitting, and the document preparation for these permits.

5.7 Landscape Architecture Planting Plans

ARCHITECT's Landscape Architect will prepare full planting plans for the overall site and enlargements where necessary defining the location, size and species of all plant material to be placed on site. The planting plan will meet the minimum requirements of tree and shrub plants required by the City of Bentonville landscape, screening and buffering requirements. These plans will also include installation details and instructions for the various plantings specified.

5.8 Design / Build Irrigation system

ARCHITECT's Landscape Architect will provide instructions, installation details and specifications for the contractor to design and install an irrigation system for the park amenities and sports fields.

5.9 Site signage/ wayfinding signage

ARCHITECT's Design Team will coordinate with the City's Marketing and Graphics consultant to develop a comprehensive site signage and wayfinding signage package to be incorporated into the construction package. The City's Marketing and Graphics consultant will prepare any plans or documents required for the design and construction of wayfinding signage.

DESIGN PHASE ARCHITECTURE

The ARCHITECT will provide the Architectural, Structural, Mechanical, Electrical and Plumbing design and documentation for all of the buildings approved on the master plan including concessions, restrooms, maintenance building, dugouts, and covered/uncovered bleacher stands.

The services to be provided by the ARCHITECT, as outlined below, shall include submittal for the City's approval a schedule for the performance of the ARCHITECT's services to include allowances for periods of time required for the City's review and for approval of submissions by authorities having jurisdiction over the project. Time limits established by this schedule approved by the City shall not, except for reasonable cause, be exceeded by the ARCHITECT or City.

TASK 6 ARCHITECTURAL SCHEMATIC DESIGN PHASE

6.1 Review City's project program to establish project requirements.

6.2 Provide preliminary evaluation of the City's program, schedule, and construction budget.

6.3 Review with the City alternative approaches to the design and construction of the project.

6.4 Based on the mutually agreed-upon program, schedule, and construction budget requirements, the ARCHITECT shall prepare, for the City's approval, Schematic Design Documents as indicated below:

6.5 Preliminary building plans, sections and elevations of the structures to be built within the park.

6.6 The ARCHITECT will subcontract with a mechanical/electrical engineering firm to assist with the design of the buildings and site lighting. The ARCHITECT will subcontract with a structural engineering firm to assist with the design of the buildings and other site structures.

TASK 7 ARCHITECTURAL DESIGN DEVELOPMENT PHASE:

7.1 Based on the approved Schematic Design Documents and any adjustments authorized by the City in the program, schedule, or construction budget, the ARCHITECT shall prepare, for approval by the City, Design development documents consisting of drawings and other documents as indicated below:

7.2 Further developed plans, sections, elevations, details including coordination with structural, mechanical and electrical systems.

7.3 Outline specifications, identifying major materials and the level of quality of these materials

TAKS 8 ARCHITECTURAL CONSTRUCTION DOCUMENTS PHASE:

8.1 Based on the approved Design Development Documents and any further adjustments in scope, quality, schedule, or construction budget authorized by the City, the ARCHITECT shall prepare, for approval by the City, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the project.

TASK 9 CONSTRUCTION ADMINISTRATION:

9.1 Bid package preparation in coordination with the CITY and Construction Management team.

9.2 Construction observation and inspection throughout construction of the project and as required by the CITY.

9.3 Work with the Construction Manager and the CITY to process change orders, as needed.

9.4 Attend progress meetings, review and approval of shop drawings and submittals, be on call for requests for information and provide regular site visits as needed or required for the purpose of monitoring construction progress and general conformance with the contract documents. Provide a reporting of any deviations from the contract documents.

9.5 Process and verify pay requests as needed or directed by the CITY.

9.6 Compile record drawings as required by the CITY utility and engineering departments.

9.7 Provide final inspection and punch list for completion of the work specified, and prepare the required project close-out documents as required by the CITY.

ADDITIONAL SERVICES:

It may become necessary from time to time to incorporate changes to the contract documents to accommodate changes in the project program and /or other requirements. These changes will be made on a time and material basis and billed to the City per the attached billing rate schedule for additional services.

- Provide revisions to approved documents when requested and approved in writing by the City.

These services shall not be provided without prior written approval by the City.**SUPPLEMENTAL SERVICES:**

These services are not included in the Basic Scope of Services and may be provided at the request of the City for an additional fee. These services shall include, but are not limited to the following items:

- Condition Assessment of existing facilities (unless included as part of programming scope of services)
- Feasibility studies, detailed construction cost estimates.
- Design and Documentation for LEED Certification of Building and Site.
- Assistance with project marketing materials. i.e. graphics package(s) for fundraising / bond issue programs.

EXCLUSIONS

Scope of Basic Services does not include the following unless added by an Amendment to the Agreement:

Environmental studies, including wetland delineation, environmental site assessment, Corps of Engineering permitting, etc.

Flood studies and FEMA map revisions.

Design of offsite utility or street improvements.

Design and documentation of or City provided or special systems to include the following

- Moveable or portable Furniture selection/ specification ie. Tables, Chairs, Pic-Nic Tables, etc.
- Artwork/ interior plantscape selection/ specification
- Telephone and data system equipment / hardware
- Security and surveillance systems equipment / hardware
- Audio and video systems equipment / hardware
- Movable or portable Cooking or Food Preparation equipment ie. Microwaves, Sno-Cone, Cotton Candy, Stand up Refrigerator / Freezer, etc.
- Communications and/or radio systems equipment / hardware

CITY OF BENTONVILLE SHALL PROVIDE:

Any available existing drawings of the site from city files, including utility drawings, survey plats, etc.

A current title commitment or title search by a title and abstract company for all deeds, easements and other recorded documents which may affect the site.

Access for ARCHITECT's personnel to enter the property to conduct surveys and other site assessments.

Any available existing geotechnical investigation/ soils report within the limits of the project area.

Copy of deed restrictions and /or any special design requirements that may be needed for incorporation into the project documents.

Any other special requirements not typically provided by the Architect's scope that are necessary to complete the design of the project.

Archaeological Survey if required.

Independent testing of building systems as required by locally adopted Codes.

APPENDIX C

FEES

Modifications to Payment to ARCHITECT:

The CITY shall pay ARCHITECT for the Additional Services set forth above as follows:

A. Civil, Landscape Architecture, and Architectural Design Fees including Sub-Consultants:

   a. A Lump Sum amount of **$ 749,050.00 .** This amount includes compensation for ARCHITECT's Basic Services for Civil Engineering and Landscape Architecture. The Lump Sum noted herein accounts for labor, overhead, and profit.

   b. Reimbursable expenses shall be invoiced over and above the Lump Sum fee at cost times a 1.15 multiplier. Compensation for reimbursable expenses is estimated to be $ **5,000.00** .

B. Civil, Landscape Architecture, and Architectural Construction Administration Fees:

   a. A Lump Sum amount of **$ 390,000.00 .** This amount includes compensation for ARCHITECT's Basic Services for Civil Engineering and Landscape Architecture. The Lump Sum noted herein accounts for labor, overhead, and profit.

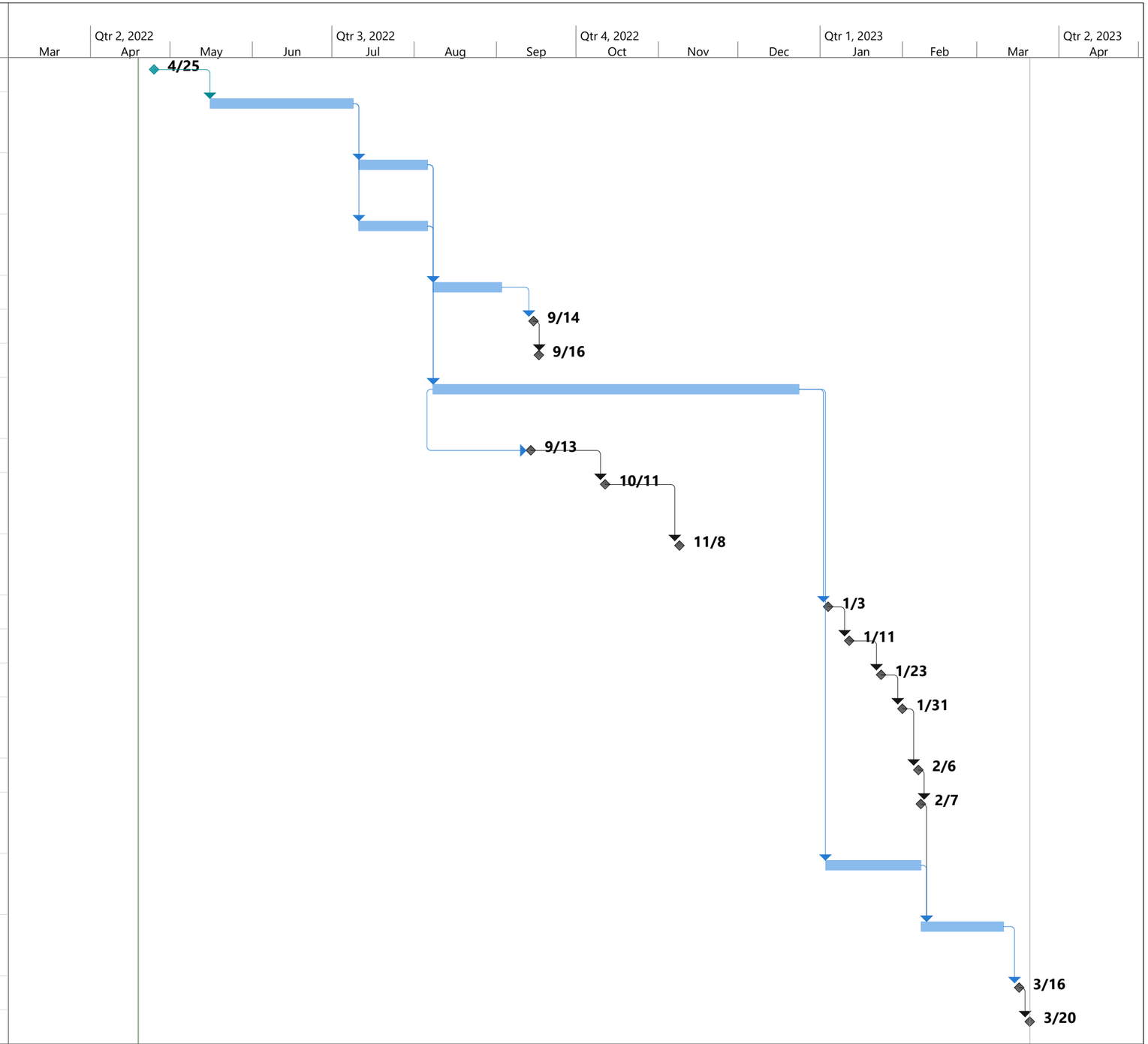
   b. Reimbursable expenses shall be invoiced over and above the Lump Sum fee at cost times a 1.15 multiplier. Compensation for reimbursable expenses is estimated to be $ **10,000.00** .

C. The portion of the compensation amount billed monthly for ARCHITECT's Services will be based upon ARCHITECT's estimate of the percentage of the total Services actually completed during the billing period.

Following is the total estimated distribution of compensation:

Master Plan Services	**$ 162,950.00** lump sum + reimbursables
Design Phase Services	**$ 749,050.00** lump sum + reimbursables
Construction Phase Services	**$ 390,000.00** lump sum + reimbursables
Total Estimated Compensation	**$ 1,302,000.00 .**

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors
1		Signed Proposal	0 days	Mon 4/25/22	Mon 4/25/22	
2		Grading and Drainage Design	40 days	Mon 5/16/22	Fri 7/8/22	1FS+15 days
3		City Review of Grading Package	20 days	Mon 7/11/22	Fri 8/5/22	2
4		ADEQ Review of Grading Package	20 days	Mon 7/11/22	Fri 8/5/22	2
5		Grading Package Pricing	20 days	Mon 8/8/22	Fri 9/2/22	3,4
6		Grading Only Pre-Con	0 days	Wed 9/14/22	Wed 9/14/22	5FS+8 days
7		Start Mass Grading	0 days	Fri 9/16/22	Fri 9/16/22	6FS+2 days
8		Full Civil Package Design	100 days	Mon 8/8/22	Fri 12/23/22	3,4
9		Civil Concept Meeting	0 days	Tue 9/13/22	Tue 9/13/22	8SS+27 days
10		Utility Cordination Meeting	0 days	Tue 10/11/22	Tue 10/11/22	9FS+20 days
11		Pre-Application Meeting	0 days	Tue 11/8/22	Tue 11/8/22	10FS+20 days
12		LSDP 1st Submittal	0 days	Tue 1/3/23	Tue 1/3/23	8FS+7 days
13		LSDP 1st Comments	0 days	Wed 1/11/23	Wed 1/11/23	12FS+6 days
14		LSDP 2nd Submittal	0 days	Mon 1/23/23	Mon 1/23/23	13FS+8 days
15		PC Tech Review Meeting	0 days	Tue 1/31/23	Tue 1/31/23	14FS+6 days
16		LSDP 3rd Submittal	0 days	Mon 2/6/23	Mon 2/6/23	15FS+4 days
17		Planning Commission Meeting	0 days	Tue 2/7/23	Tue 2/7/23	16FS+1 day
18		ADOH Review of Civil Package	26 days	Tue 1/3/23	Tue 2/7/23	8FS+6 days
19		Full Civil Package Pricing	23 days	Wed 2/8/23	Fri 3/10/23	17,18
20		Full Civil Pre-Con	0 days	Thu 3/16/23	Thu 3/16/23	19FS+4 days
21		Start Site Construction	0 days	Mon 3/20/23	Mon 3/20/23	20FS+2 days



Project: Phillips Park Civil Sched
Date: Tue 4/19/22

Task	Project Summary	Manual Task	Start-only	Deadline
Split	Inactive Task	Duration-only	Finish-only	Progress
Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Manual Progress
Summary	Inactive Summary	Manual Summary	External Milestone	



Crafton Tull

Phillips Park Conceptual Master Plan

Bentonville, AR

RESOLUTION NO. R-22-_____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT AMENDMENT, WITH CRAFTON TULL ASSOCIATES, INC., FOR THE NEXT PHASE IN THE PHILLIPS PARK SPORTS COMPLEX; AND FOR OTHER PURPOSES.

WHEREAS, at its August 10, 2021 meeting, City Council passed Resolution No. 8-10-21G which authorized the Mayor and City Clerk to enter into an agreement with Crafton Tull Associates, Inc. for the master plan of the expansion and renovation of Philips Park sports complex;

WHEREAS, this contract amendment is needed to enter into the second phase of the project, allowing for design and construction phase services; and

WHEREAS, the total for said amendment is one million one hundred fifty-nine thousand seven hundred ninety dollars ($1,159,790.00) plus reimbursable expenses up to fifteen thousand dollars ($15,000.00).

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 contract amendment with Crafton Tull Associates, Inc. in the amount of one million one hundred fifty-nine thousand seven hundred ninety dollars ($1,159,790.00) plus reimbursable expenses up to fifteen thousand dollars ($15,000.00);

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

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

PASSED this _____ day of _____, 2022.

APPROVED:

_____
STEPHANIE ORMAN, Mayor

Attest:

_____
KIRBY ROMINES, City Clerk

Agenda Item Form

Date of City Council Meeting	**4/26/2022**
Department	**Parks and Recreation**
Submitted by	**Ali Worley**
Phone	**(479) 254-2055**

Item Type: (*Check All That Apply)*

☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☑ Resolution	☐ Bid Award

Recommendation/Suggested Action *(Enter recommendation in space below):*

Resolution authorizing the Mayor and City Clerk enter into an amended easement with Black Hills Energy to avoid a future pipeline disrupting building infrastructure.

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
Thru:	David Wright, Parks and Recreation Director
From:	Ali Worley, Animal Services Manager
Date:	April 14, 2022
Re:	Resolution for Gas Easement Amendment for Black Hills Energy

---

Bentonville Animal Services requests City Council approval of an amendment to an existing agreement for relocating a gas easement across City property near the Animal Services facility.

The existing gas easement extends north and south through the property. The current location is directly down the middle of the proposed driveway, parking area, fence, and retaining wall of the Bentonville Animal Services & Adoption Center. Black Hills Energy has plans of installing a pipeline in the future. By realigning the easement to the eastern property line, the pipeline installation will not disturb any infrastructure mentioned above.

All City departments are in agreement of moving forward with the easement amendment. If you have any questions regarding this item, please call me at 479-254-2055 or email aworley@bentonvillear.com.

RESOLUTION NO. R-22-_____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO GRANT AN EASEMENT AMENDMENT TO BLACK HILLS ENERGY, INC., AN ARKANSAS CORPORATION, PURSUANT TO AND AUTHORIZED BY A.C.A. §14-54-302; AND FOR OTHER PURPOSES.

WHEREAS, Black Hills Energy, Inc. has an existing gas easement that extends north and south through the proposed driveway, parking area, and fence of the Bentonville Animal Services & Adoption Center;

WHEREAS, there are future plans for a pipeline installation in the easement; and

WHEREAS, realigning the easement to the eastern property line will prevent infrastructure disturbance if the pipeline is installed in the future.

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

Section 1: That the property interests described in the easement documents, attached hereto as Exhibit "A", and incorporated by reference as if set out word for word herein, are needed by Black Hills Energy, Inc. in order to protect the health, safety, and welfare of the citizens of the City of Bentonville;

Section 2: That pursuant to A.C.A. §14-54-302, the Mayor and City Clerk are hereby authorized to convey the same in accordance with the procedures set forth in said statutes;

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

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

PASSED this _____ day of _____, 2022.

APPROVED:

_____
STEPHANIE ORMAN, Mayor

Attest:

_____
KIRBY ROMINES, City Clerk

Exhibit "A"

PREPARED BY AND RETURN TO:
BLACK HILLS ENERGY ARKANSAS, INC.
C/O BRYAN BAUMGARTNER
655 E. MILLSAP ROAD, SUITE 104
FAYETTEVILLE, AR 72703

Amendment to Easement Agreement

This Amendment to Easement Agreement ("Amendment") is made as of the _____ day of _____, 2022, between **City of Bentonville, Arkansas, a Municipal Corporation**, with an address of 1000 SW 14th Street, Bentonville, AR 72712 ("Landowner"), and **Black Hills Energy Arkansas, Inc. d/b/a Black Hills Energy**, an Arkansas corporation whose address is 655 E. Millsap Rd., Suite 104, Fayetteville, AR 72703 ("Company"). Landowner and Company may be referred to herein individually as "Party" and collectively as ("Parties").

RECITALS

a) Company and Landowner entered into that certain Easement Agreement ("Easement") dated July 7th, 1993, which was recorded in the Circuit Clerk and Recorder of Benton County, Arkansas in Book 1994 at Page 023959 on April 11th, 1994.
b) City of Bentonville, Arkansas is the owner of real property located in the Southwest Quarter (SW¼) of the Southwest Quarter (SW¼) of Section Seven (7), Township Nineteen (19) North, Range (30) West of the Fifth (5th) Principal Meridian. Benton County, Arkansas, which is subject to the Easement. The Parties now desire to amend the referenced Easement, as described below.
c) Easement terms and conditions not specifically modified by this Amendment shall remain in full force and effect.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Company and Landowner agree as follows:

1) For the sum of Ten Dollars ($10.00) and other valuable consideration is full and complete consideration for this Amendment and use of Landowner's property for future pipeline(s). The consideration paid herein shall constitute the sole and complete agreement of the Parties including payment for normal surface damages resulting from the pipeline construction
2) The Parties agree that the legal description of the Easement is hereby modified to the following legal description:

A variable width pipeline easement across part of Lot 6, Eversole Addition to the City of Bentonville, as filed for record in Plat Book 2011 at Page 120, March 17, 2011, Benton County, Arkansas, and being more particularly described as follows:

COMMENCING at the southeast corner of Lot 6, Eversole Addition; thence by bearing and distance (basis of bearings, Grid North), North 87°43'51" West along the south line of said Lot 6 a distance of 29.02 feet to the POINT OF BEGINNING; thence North 87°43'51" West continuing along said south line a distance of 21.02 feet to the southwest corner of said Lot 6; thence leaving said south line, North 20°29'05" West along the westerly line of Lot 6 a distance of 10.13 feet; thence leaving said westerly line of Lot 6, North 02°36'00" East a distance of 134.02 feet; thence North 63°55'21" East a distance of 33.09 feet; thence North 02°36'17" East a distance of 80.72 feet; thence South 87°23'35" East a distance of 10.01 feet; thence North 02°36'01" East a distance of 117.96 feet; thence North 48°33'46" West a distance of 50.13 feet; thence North 02°36'00" East a distance of 24.08 feet to the north line of said Lot 6; thence South 87°16'43" East along said north line a distance of 25.04 feet; thence leaving said north line, South 02°36'25" West a distance of 12.09 feet; thence South 48°33'46" East a distance of 37.24 feet to the east line of said Lot 6; thence South 02°36'17" West along said east line of Lot 6 a distance of 233.51 feet; thence leaving said east line, South 63°55'21" West a distance of 33.08 feet; thence South 02°36'25" West a distance of 128.40 feet to the Point of Beginning.

A drawing of the above described right of way is attached hereto and made part of this agreement as Exhibit "A".

(Signature Pages to Follow)

IN WITNESS WHEREOF, Grantors have hereunto set their hands this _____ day of _____, 2022.

GRANTOR:

City of Bentonville, Arkansas

_____

Stephanie Orman, Mayor

ACKNOWLEDGMENT

STATE OF ARKANSAS)

) §

COUNTY OF BENTON)

This instrument was acknowledged before me this _____ day of _____, 2022, by **Stephanie Orman**, as Mayor, of **City of Bentonville, Arkansas**, a Municipal Corporation, and was duly authorized in his or her respective capacity to execute this instrument for and in the name and behalf of said corporation or entity, and further stated and acknowledged that he or she had so signed, executed, and delivered said foregoing instrument for the consideration, uses, and purposes therein mentioned and set forth.

Witness my hand and official seal.

SEAL

Name:_____
Notary Public, State of _____

My Commission expires:_____

IN WITNESS WHEREOF, Grantor has hereunto set its hand this ____ day of _____, 2022.

GRANTEE:

Black Hills Energy Arkansas, Inc, an Arkansas corporation

_____

Chad M. Kinsley, Vice President of Operations

ACKNOWLEDGMENT

STATE OF ARKANSAS)

) §

COUNTY OF WASHINGTON)

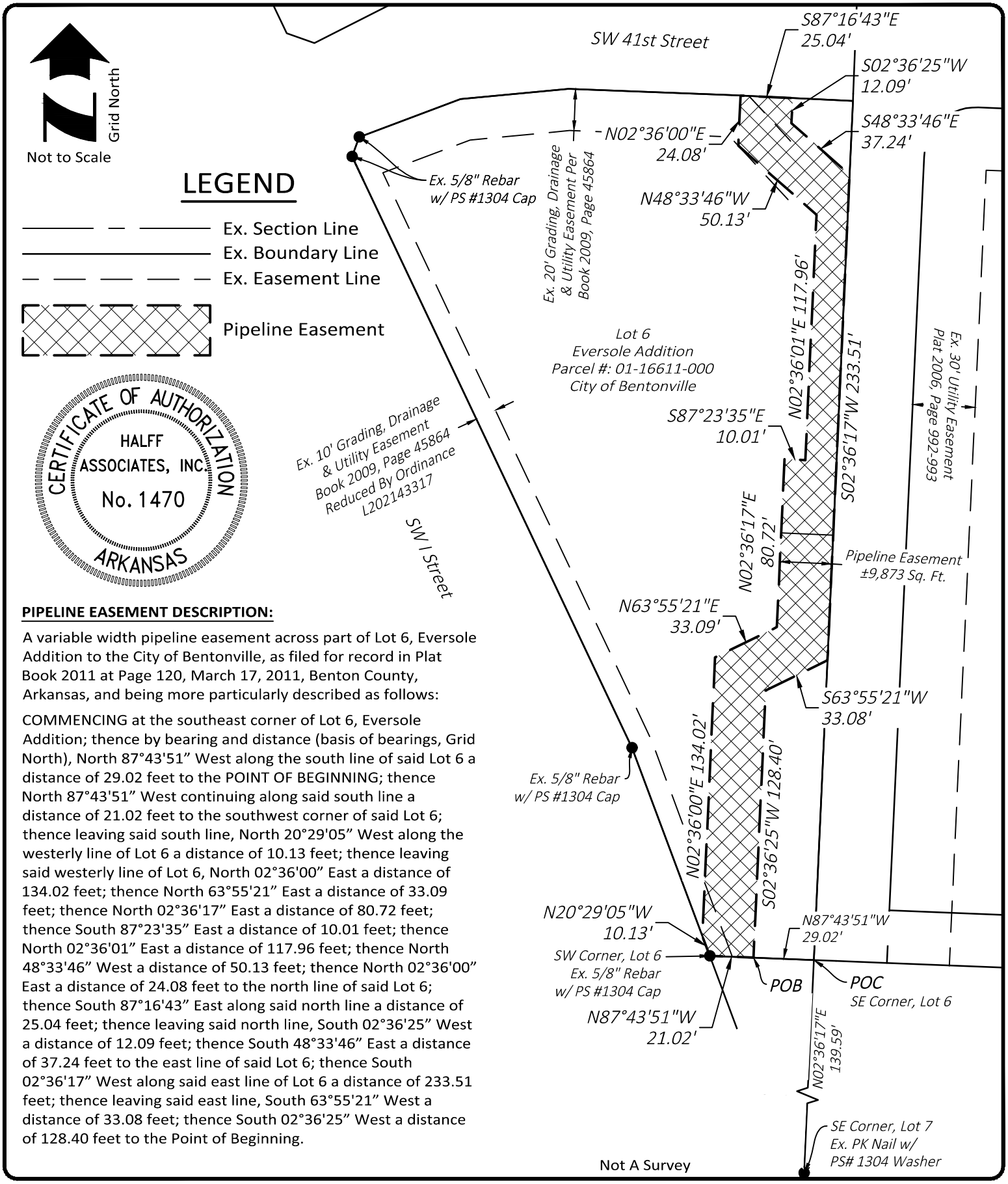
This instrument was acknowledged before me this _____ day of _____, 2022, by **Chad M. Kinsley**, as Vice President of Operations, of **Black Hills Energy Arkansas, Inc.**, an Arkansas corporation, and was duly authorized in his or her respective capacity to execute this instrument for and in the name and behalf of said corporation or entity, and further stated and acknowledged that he or she had so signed, executed, and delivered said foregoing instrument for the consideration, uses, and purposes therein mentioned and set forth.

Witness my hand and official seal.

SEAL

Name:_____
Notary Public, State of _____

My Commission expires:_____



PIPELINE EASEMENT DESCRIPTION:

A variable width pipeline easement across part of Lot 6, Eversole Addition to the City of Bentonville, as filed for record in Plat Book 2011 at Page 120, March 17, 2011, Benton County, Arkansas, and being more particularly described as follows:

COMMENCING at the southeast corner of Lot 6, Eversole Addition; thence by bearing and distance (basis of bearings, Grid North), North 87°43'51" West along the south line of said Lot 6 a distance of 29.02 feet to the POINT OF BEGINNING; thence North 87°43'51" West continuing along said south line a distance of 21.02 feet to the southwest corner of said Lot 6; thence leaving said south line, North 20°29'05" West along the westerly line of Lot 6 a distance of 10.13 feet; thence leaving said westerly line of Lot 6, North 02°36'00" East a distance of 134.02 feet; thence North 63°55'21" East a distance of 33.09 feet; thence North 02°36'17" East a distance of 80.72 feet; thence South 87°23'35" East a distance of 10.01 feet; thence North 02°36'01" East a distance of 117.96 feet; thence North 48°33'46" West a distance of 50.13 feet; thence North 02°36'00" East a distance of 24.08 feet to the north line of said Lot 6; thence South 87°16'43" East along said north line a distance of 25.04 feet; thence leaving said north line, South 02°36'25" West a distance of 12.09 feet; thence South 48°33'46" East a distance of 37.24 feet to the east line of said Lot 6; thence South 02°36'17" West along said east line of Lot 6 a distance of 233.51 feet; thence leaving said east line, South 63°55'21" West a distance of 33.08 feet; thence South 02°36'25" West a distance of 128.40 feet to the Point of Beginning.

MORRISON-SHIPLEY | HALFF
2407 SE COTTONWOOD STREET • BENTONVILLE, AR 72712 • 479.273.2209 • HALFF.COM

EXHIBIT A
PIPELINE EASEMENT

Bentonville, Benton County, Arkansas

Drawn By:	JDS
Date:	03.15.2022
Project No:	HJA-60
Drawing Name:	EXHIBIT

Drawing Name: P:\HJA-60 Animal Services Building\DRAFTING\HJA-60 Exhibit Pipeline Easement.dwg Last Modified: Mar 15, 2022 - 5:23pm Plotted on: Mar 15, 2022 - 5:56pm by ah5159