# 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.**

**Regular City Council Meeting** **Tuesday, March 14, 2023 6:00 p.m.**
**City Hall** **305 S.W. "A" Street**
**Planning Commission Meeting Room**

***If the public would like to attend virtually, please register at the following link by 4:00 p.m. on March 14, 2023:**
https://us02web.zoom.us/webinar/register/WN_T7OvbB6rSYytkHOx2E9eEA

**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: February 28, 2023**

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**AGENDA**

1. Planning:

1a. **Ordinance accepting a Lot Split of Lot 22, Block 4 of Railroad Addition; creating New Lots 25, 26, 27, 28, 29 & 30 of Railroad Addition to the**

**City of Bentonville, Arkansas; and for other purposes (Project Number: LS23-0008) 218-226 SE B Street.**

(Pages 25-28)

**The Planning Commission voted 7-0, recommending approval.**

A lot split of Lot 22, Block 4 of Railroad Addition; creating new lots 25, 26, 27, 28, 29 & 30 of Railroad Addition. The plat dedicates access and utility easements to serve the newly created lots.

1b. **Ordinance changing real estate in the City of Bentonville, Arkansas, from its present zoning classification of A-1, Agriculture to PUD, Planned Unit Development; and for other purposes (Project Number: PUD22-0003) SW Regional Airport Blvd. and SW Opal Road.**

(Pages 29-59)

**The Planning Commission voted 7-0, recommending approval.**

The purpose of the PUD district is to establish a mechanism for a person to propose a commercial, industrial, or residential mixed-use development that is innovative, but which does not strictly comply with the provisions of the zone in which the property is located and cannot be achieved through traditional zoning. The intent of the PUD district is to promote high quality developments while allowing greater flexibility in the design of such developments.

The applicant is proposing a Planned Unit Development (PUD) consisting of 457 total residential lots. The applicant proposes three types of residential lots: those greater than 60-feet in width, 45-foot width, and townhouse lots for attached units. 5 commercial and 10 open space lots are also proposed. A mix of single-family detached and townhome style development composes the residential portion of the request.

The applicant states they will provide 23.57% common usable open space. This is spread out through a series of integrated greenspace, acting as neighborhood or linear parks connected via pedestrian walks, as well as a large open space central to the development that doubles as drainage. The proposal depicts this area as an activated greenspace with a number of trails.

Parking will be provided on each residential lot. The provided architectural renderings show generally 2-car garages plus driveway space for single-family residential and off-street space for townhomes as well. Significant on-street parking is provided to supplement provided off-street parking. A series of alleys will provide rear-loading to all townhome units and most if not all 45' lots.

The road network can be described as generally in a connected grid pattern, with a primary spine running north to south from Southwest Regional Airport Blvd. to Southwest Opal Road. A central roundabout serves to calm traffic while a southern roundabout offers access to the commercial areas along Regional Airport Blvd. Stubs are provided to the east and west, and the one existing stub is picked up off Southwest Fairview Blvd.

The applicant has included concept imagery of the single-family residential units, depicting a mixed-material product with mostly brick on the front façade with a Hardy Board product around the sides and rear, with the amount of brick increasing on the larger sized lots in an overall contemporary design. Farmhouse-style elements, such as board and batten, appear as well. The townhouse structures are shown to be designed in a farmhouse style as well with the applicant is proposing a mix of brick and Hardy Board, with brick being mostly located along

the front façade. The commercial portion is proposed with a mostly brick façade, with Hardy Board around the sides and rear.

The applicant is proposing the commercial portion be built along with Phase 3 of the development, allowing a critical mass of rooftops to be built and occupied prior to bringing commercial uses online. The proposed PUD will be required to conform to Article 1400 Landscaping of the Land Development Code as landscaping requirements are explicitly not permitted to be amended.

**NOTE:** *Planning Commission did not approve of the Future Land Use Map amendment accompanying the above rezoning request, with Commissioners stating that, in case the PUD does not move forward, they want to ensure only a similar residential project could be proposed and not something entirely different from what was presented for approval; leaving the property classified as Agricultural under the Future Land Use Map.*

1c(1). **Resolution amending the City of Bentonville Future Land Use Map for a specific area from Medium-Density Residential to High-Density Residential; and for other purposes (Project Number: RZ23-0002) 805 SE G Street.**

**(Pages 60-63)**

**The Planning Commission voted 7-0, recommending approval.**

The Future Land Use Plan currently shows this property as Medium-Density Residential (MDR), in which DN-3 zoning is not compatible, however, the applicant has requested a future land use map amendment to High-Density Residential. High-density residential areas include apartments, condominium buildings, senior housing, and special types of group living. These areas vary greatly in terms of density depending on scale, but typically have at least 12 units per acre. These areas may also have integrated amenities for residents, including local parks, community centers, and resident-oriented commercial uses.

This property is located within Priority Area 1, Downtown Intensification, as identified in Chapter 4 of the Bentonville Community Plan. This area prioritizes increasing residential density and upgrading capital projects in the downtown area.

1c(2). **Ordinance changing real estate in the City of Bentonville, Arkansas, from its present zoning classification of R-1, Low Density Single Family Residential to DN-3, Downtown High Density Residential; and for other purposes (Project Number: RZ23-0002) 805 SE G Street.**

**(Pages 60-64)**

**The Planning Commission voted 7-0, recommending approval.**

The intent of the DN-3 district is to allow for an increased neighborhood density through the development of small-lot single-family housing and townhouses throughout the district. These areas tend to be adjacent to downtown commercial uses. In some instances, such as at the ends of blocks, multi-family apartment buildings may be an appropriate use in this district.

This request is not consistent with the Future Land Use Map without the approval of the accompanying amendment but is consistent with the surrounding development pattern of the area.

1d(1). **Resolution amending the City of Bentonville Future Land Use Map for a specific area from Medium-Density Residential to High-Density**

**Residential; and for other purposes (Project Number: RZ23-0003) 814 SE G Street.**

**(Pages 65-68)**

**The Planning Commission voted 7-0, recommending approval.**

The Future Land Use Plan currently shows this property as Medium-Density Residential (MDR), in which DN-3 zoning is not compatible, however, the applicant has requested a future land use map amendment to High-Density Residential. High-density residential areas include apartments, condominium buildings, senior housing, and special types of group living. These areas vary greatly in terms of density depending on scale, but typically have at least 12 units per acre. These areas may also have integrated amenities for residents, including local parks, community centers, and resident-oriented commercial uses.

This property is located within Priority Area 1, Downtown Intensification, as identified in Chapter 4 of the Bentonville Community Plan. This area prioritizes increasing residential density and upgrading capital projects in the downtown area.

1d(2). **Ordinance changing real estate in the City of Bentonville, Arkansas, from its present zoning classification of R-1, Low Density Single Family Residential to DN-3, Downtown High Density Residential; and for other purposes (Project Number: RZ23-0003) 814 SE G Street.**

**(Pages 65-69)**

**The Planning Commission voted 7-0, recommending approval.**

The intent of the DN-3 district is to allow for an increased neighborhood density through the development of small-lot single-family housing and townhouses throughout the district. These areas tend to be adjacent to downtown commercial uses. In some instances, such as at the ends of blocks, multi-family apartment buildings may be an appropriate use in this district.

This request is not consistent with the Future Land Use Map without the approval of the accompanying amendment but is consistent with the surrounding development pattern of the area.

1e(1). **Resolution amending the City of Bentonville Future Land Use Map for a specific area from Medium-Density Residential to High-Density Residential; and for other purposes (Project Number: RZ23-0004) 811 SE G Street.**

**(Pages 70-73)**

**The Planning Commission voted 7-0, recommending approval.**

The Future Land Use Plan currently shows this property as Medium-Density Residential (MDR), in which DN-3 zoning is not compatible, however, the applicant has requested a future land use map amendment to High-Density Residential. High-density residential areas include apartments, condominium buildings, senior housing, and special types of group living. These areas vary greatly in terms of density depending on scale, but typically have at least 12 units per acre. These areas may also have integrated amenities for residents, including local parks, community centers, and resident-oriented commercial uses.

This property is located within Priority Area 1, Downtown Intensification, as identified in Chapter 4 of the Bentonville Community Plan. This area prioritizes increasing residential density and upgrading capital projects in the downtown area.

1e(2). **Ordinance changing real estate in the City of Bentonville, Arkansas, from its present zoning classification of R-1, Low Density Single Family Residential to DN-3, Downtown High Density Residential; and for other purposes (Project Number: RZ23-0004) 811 SE G Street.**

**(Pages 70-74)**

**The Planning Commission voted 7-0, recommending approval.**

The intent of the DN-3 district is to allow for an increased neighborhood density through the development of small-lot single-family housing and townhouses throughout the district. These areas tend to be adjacent to downtown commercial uses. In some instances, such as at the ends of blocks, multi-family apartment buildings may be an appropriate use in this district.

This request is not consistent with the Future Land Use Map without the approval of the accompanying amendment but is consistent with the surrounding development pattern of the area.

1f(1). **Resolution amending the City of Bentonville Future Land Use Map for a specific area from Medium-Density Residential to High-Density Residential; and for other purposes (Project Number: RZ23-0005) 809 SE G Street.**

**(Pages 75-78)**

**The Planning Commission voted 7-0, recommending approval.**

The Future Land Use Plan currently shows this property as Medium-Density Residential (MDR), in which DN-3 zoning is not compatible, however, the applicant has requested a future land use map amendment to High-Density Residential. High-density residential areas include apartments, condominium buildings, senior housing, and special types of group living. These areas vary greatly in terms of density depending on scale, but typically have at least 12 units per acre. These areas may also have integrated amenities for residents, including local parks, community centers, and resident-oriented commercial uses.

This property is located within Priority Area 1, Downtown Intensification, as identified in Chapter 4 of the Bentonville Community Plan. This area prioritizes increasing residential density and upgrading capital projects in the downtown area.

1f(2). **Ordinance changing real estate in the City of Bentonville, Arkansas, from its present zoning classification of R-1, Low Density Single Family Residential to DN-3, Downtown High Density Residential; and for other purposes (Project Number: RZ23-0005) 809 SE G Street.**

**(Pages 75-79)**

**The Planning Commission voted 7-0, recommending approval.**

The intent of the DN-3 district is to allow for an increased neighborhood density through the development of small-lot single-family housing and townhouses throughout the district. These areas tend to be adjacent to downtown commercial uses. In some instances, such as at the ends of blocks, multi-family apartment buildings may be an appropriate use in this district.

This request is not consistent with the Future Land Use Map without the approval of the accompanying amendment but is consistent with the surrounding development pattern of the area.

1g(1). **Resolution amending the City of Bentonville Future Land Use Map for a specific area from Medium-Density Residential to High-Density Residential; and for other purposes (Project Number: RZ23-0006) 911 SE H Street.**

**(Pages 80-83)**

**The Planning Commission voted 7-0, recommending approval.**

The Future Land Use Plan currently shows this property as Medium-Density Residential (MDR), in which DN-3 zoning is not compatible, however, the applicant has requested a future land use map amendment to High-Density Residential. High-density residential areas include apartments, condominium buildings, senior housing, and special types of group living. These areas vary greatly in terms of density depending on scale, but typically have at least 12 units per acre. These areas may also have integrated amenities for residents, including local parks, community centers, and resident-oriented commercial uses.

This property is located within Priority Area 1, Downtown Intensification, as identified in Chapter 4 of the Bentonville Community Plan. This area prioritizes increasing residential density and upgrading capital projects in the downtown area.

1g(2). **Ordinance changing real estate in the City of Bentonville, Arkansas, from its present zoning classification of R-1, Low Density Single Family Residential to DN-3, Downtown High Density Residential; and for other purposes (Project Number: RZ23-0006) 911 SE H Street.**

**(Pages 80-84)**

**The Planning Commission voted 7-0, recommending approval.**

The intent of the DN-3 district is to allow for an increased neighborhood density through the development of small-lot single-family housing and townhouses throughout the district. These areas tend to be adjacent to downtown commercial uses. In some instances, such as at the ends of blocks, multi-family apartment buildings may be an appropriate use in this district.

This request is not consistent with the Future Land Use Map without the approval of the accompanying amendment but is consistent with the surrounding development pattern of the area.

1h(1). **Resolution amending the City of Bentonville Future Land Use Map for a specific area from Medium-Density Residential to High-Density Residential; and for other purposes (Project Number: RZ23-0008) 907 SE H Street.**

**(Pages 85-88)**

**The Planning Commission voted 7-0, recommending approval.**

The Future Land Use Plan currently shows this property as Medium-Density Residential (MDR), in which DN-3 zoning is not compatible, however, the applicant has requested a future land use map amendment to High-Density Residential. High-density residential areas include apartments, condominium buildings, senior housing, and special types of group living. These areas vary greatly in terms of density depending on scale, but typically have at least 12 units per acre. These areas may also have integrated amenities for residents, including local parks, community centers, and resident-oriented commercial uses.

This property is located within Priority Area 1, Downtown Intensification, as identified in Chapter 4 of the Bentonville Community Plan. This area prioritizes increasing residential density and upgrading capital projects in the downtown area.

1h(2). **Ordinance changing real estate in the City of Bentonville, Arkansas, from its present zoning classification of R-1, Low Density Single Family Residential to DN-3, Downtown High Density Residential; and for other purposes (Project Number: RZ23-0008) 907 SE H Street.**

**(Pages 85-89)**

**The Planning Commission voted 7-0, recommending approval.**

The intent of the DN-3 district is to allow for an increased neighborhood density through the development of small-lot single-family housing and townhouses throughout the district. These areas tend to be adjacent to downtown commercial uses. In some instances, such as at the ends of blocks, multi-family apartment buildings may be an appropriate use in this district.

This request is not consistent with the Future Land Use Map without the approval of the accompanying amendment but is consistent with the surrounding development pattern of the area.

1i(1). **Resolution amending the City of Bentonville Future Land Use Map for a specific area from Low-Density Residential to Medium-Density Residential; and for other purposes (Project Number: RZ23-0011) 607 SE 10th Street.**

**(Pages 90-93)**

**The Planning Commission voted 7-0, recommending approval.**

The Future Land Use Plan currently shows this property as Low-Density Residential (LDR), in which DN-2 zoning is not compatible, however, the applicant has requested a future land use map amendment 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.

This property is located within Priority Area 1, Downtown Intensification, as identified in Chapter 4 of the Bentonville Community Plan. This area prioritizes increasing residential density and upgrading capital projects in the downtown area.

1i(2). **Ordinance changing real estate in the City of Bentonville, Arkansas, from its present zoning classification of R-1, Low Density Single Family Residential to DN-2, Downtown Medium-Density Residential; and for other purposes (Project Number: RZ23-0011) 607 SE 10th Street.**

**(Pages 90-94)**

**The Planning Commission voted 7-0, recommending approval.**

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

density. In some instances, such as the end of blocks, townhouses may be appropriate in this district.

This request is not consistent with the Future Land Use Map without the approval of the accompanying amendment but is consistent with the surrounding development pattern of the area.

1j(1). **Resolution amending the City of Bentonville Future Land Use Map for a specific area from Low-Density Residential to Medium-Density Residential; and for other purposes (Project Number: RZ23-0012) 904 SE 10th Street.**

**(Pages 95-98)**

**The Planning Commission voted 6-1, recommending approval.**

The Future Land Use Plan currently shows this property as Low-Density Residential (LDR), in which DN-2 zoning is not compatible, however, the applicant has requested a future land use map amendment 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.

This property is located within Priority Area 1, Downtown Intensification, as identified in Chapter 4 of the Bentonville Community Plan. This area prioritizes increasing residential density and upgrading capital projects in the downtown area.

**NOTE:** *Commissioner Davis voted no, stating that neighborhoods south of SE 10th Street should remain under a Low-Density Residential future land use classification.*

1j(2). **Ordinance changing real estate in the City of Bentonville, Arkansas, from its present zoning classification of R-1, Low Density Single Family Residential to DN-2, Downtown Medium-Density Residential; and for other purposes (Project Number: RZ23-0012) 904 SE 10th Street.**

**(Pages 95-99)**

**The Planning Commission voted 7-0, recommending approval.**

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

This request is not consistent with the Future Land Use Map without the approval of the accompanying amendment but is consistent with the surrounding development pattern of the area.

1k. **Ordinance changing real estate in the City of Bentonville, Arkansas, from its present zoning classification of A-1, Agricultural to C-1, Neighborhood Commercial; and for other purposes (Project Number: RZ23-0013) Northwest Corner of Southwest Opal Road & Southwest Adams Road.**

**(Pages 100-104)**

**The Planning Commission voted 7-0, recommending approval.**

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

This request is not consistent with the Future Land Use Map, but Planning Commission approved of the rezoning based on the need of small commercial centers in this quickly developing area.

**NOTE:** *Planning Commission voted to deny of the Future Land Use Map amendment accompanying the above rezoning request to prevent any potential up zone request for C2; leaving the property classified as Agricultural under the Future Land Use Map.*

1l. **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: RZ23-0015) 1205 Fillmore Street.**

**(Pages 105-108)**

**The Planning Commission voted 7-0, recommending approval.**

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

1m. **Ordinance changing real estate in the City of Bentonville, Arkansas, from its present zoning classification of R-1, Low Density Single Family Residential to DN-1, Downtown Low-Density Residential; and for other purposes (Project Number: RZ23-0016) 710 NW 10th Street.**

**(Pages 109-111)**

**The Planning Commission voted 7-0, recommending approval.**

The intent of the DN-1 district is to preserve the established development pattern of portions of the downtown neighborhoods that are predominantly single-family with lots generally larger than 60 feet in width. This request is consistent with the Future Land Use Map and is consistent with the surrounding development pattern of the area.

1n. **Ordinance changing real estate in the City of Bentonville, Arkansas, from its present zoning classification of R-1, Low Density Single Family Residential to DN-1, Downtown Low-Density Residential; and for other purposes (Project Number: RZ23-0017) 801 NW 10th Street.**

**(Pages 112-114)**

**The Planning Commission voted 7-0, recommending approval.**

The intent of the DN-1 district is to preserve the established development pattern of portions of the downtown neighborhoods that are predominantly single-family with lots generally larger than 60 feet in width.

This request is consistent with the Future Land Use Map and is consistent with the surrounding development pattern of the area.

1o. **Ordinance changing real estate in the City of Bentonville, Arkansas, from its present zoning classification of R-1, Low Density Single Family Residential to DN-1, Downtown Low-Density Residential; and for other purposes (Project Number: RZ23-0018) 810 NW 11th Street.**

**(Pages 115-117)**

**The Planning Commission voted 7-0, recommending approval.**

The intent of the DN-1 district is to preserve the established development pattern of portions of the downtown neighborhoods that are predominantly single-family with lots generally larger than 60 feet in width.

This request is consistent with the Future Land Use Map and is consistent with the surrounding development pattern of the area.

1p. **Ordinance changing real estate in the City of Bentonville, Arkansas, from its present zoning classification of R-1, Low Density Single Family Residential to R-2, Medium Density Two Family and Townhome Residential; and for other purposes (Project Number: RZ23-0019) 3406 SE K Street.**

**(Pages 118-122)**

**The Planning Commission voted 7-0, recommending approval.**

The R-2 District encourages the same basic land use restrictions as the R-1 District. It allows 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 conversion of one family residences to two-family use 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. Such a district can also be located in medium density areas where conversion may facilitate their continuation as a desirable area.

1q(1). **Resolution amending the City of Bentonville Future Land Use Map for a specific area from Medium-Density Residential to High-Density Residential; and for other purposes (Project Number: RZ23-0020) 908 SE G Street.**

**(Pages 123-126)**

**The Planning Commission voted 7-0, recommending approval.**

The Future Land Use Plan currently shows this property as Medium-Density Residential (MDR), in which DN-3 zoning is not compatible, however, the applicant has requested a future land use map amendment to High-Density Residential. High-density residential areas include apartments, condominium buildings, senior housing, and special types of group living. These areas vary greatly in terms of

density depending on scale, but typically have at least 12 units per acre. These areas may also have integrated amenities for residents, including local parks, community centers, and resident-oriented commercial uses.

This property is located within Priority Area 1, Downtown Intensification, as identified in Chapter 4 of the Bentonville Community Plan. This area prioritizes increasing residential density and upgrading capital projects in the downtown area.

1q(2). **Ordinance changing real estate in the City of Bentonville, Arkansas, from its present zoning classification of R-1, Low Density Single Family Residential to DN-3, Downtown High Density Residential; and for other purposes (Project Number: RZ23-0020) 908 SE G Street.**

**(Pages 123-127)**

**The Planning Commission voted 7-0, recommending approval.**

The intent of the DN-3 district is to allow for an increased neighborhood density through the development of small-lot single-family housing and townhouses throughout the district. These areas tend to be adjacent to downtown commercial uses. In some instances, such as at the ends of blocks, multi-family apartment buildings may be an appropriate use in this district.

This request is not consistent with the Future Land Use Map without the approval of the accompanying amendment but is consistent with the surrounding development pattern of the area.

1r. **Ordinance accepting a Final Plat of Lots 1 and 2 of Bentonville Plaza Addition, Phase 3 to the City of Bentonville, Arkansas; and for other purposes (Project Number: FP22-0005) Southwest Redbud Road.**

**(Pages 128-134)**

**The Planning Commission voted 7-0, recommending approval.**

A Final Plat of a commercial subdivision that consists of 2 commercial lots. Lot 1 (+/- 2.06 acres) and Lot 2 (+/- 1.26 acres) of Bentonville Plaza Addition Phase 3.

1s. **Resolution adopting the City of Bentonville Citizen Participation Plan for Compliance with Participation in the HUD Community Development Block Grant (CDBG) Program.**

**(Pages 135-144)**

**The Planning Commission voted 7-0, recommending approval.**

As an entitlement community receiving CDBG Funds from HUD, the City of Bentonville is required to adopt a Citizen Participation Plan (CPP) that establishes the City's policies and procedures for citizen's participation. The guidelines for establishing a Citizen Participation Plan as part of submitting the Consolidated Plan/Annual Action Plan, Affirmative Fair Housing (AFH), substantial amendments, and Consolidated Annual Performance and Evaluation Report (CAPER) are outlined in the Code of Federal Regulations Part 91.105 (Governments) and 91.115 (States).

Bentonville Planning serves as the Lead Agency for the administration of the City's HUD entitlement funds and the CDBG Planner is the administrator of the CDBG program. The CDBG Planner is responsible for informing citizens about the planning process, facilitating meetings, preparing, and developing the Annual Action Plan, the Five-Year Consolidated Plan, substantial amendments, and

developing the CAPER and Citizen Participation Plan. The CDBG Planner is also responsible for the Affirmatively Furthering Fair Housing development.

2. Resolution for City Council approval of a budget adjustment, in the amount of $520,000.00 to recognize a 9-month grant from the Walton Family to complete a master plan and conceptual design for an expanded Bentonville City Hall Campus as part of the Northwest Arkansas Design Excellence program. Budget Adjustment to recognize funds. **(Pages 145-153)**

3. Appointment of Mark Lankford to the Tree and Landscape Advisory Committee. This will be Mr. Lankford's first term that begins March 16, 2023 and will expire on December 31, 2025. Memo and application attached. **(Pages 154-158)**

4. Utility Board:

4a. Resolution to enter into an agreement with Ampirical Solution for on-call electric engineering services per the attached rate sheet. This firm was selected following the City's standard SOQ selection process for the procurement of professional services. Approved by Utility Board 4-0. This is a Budgeted Item. **(Pages 159-171)**

4b. Resolution designating and authorizing the Mayor to execute certain documents in connection with funding administered by the Arkansas Natural Resource Commission associated with the Water Resource Recovery Facility Capital Improvement and Process Intensification Project. Utility Board approved this item 4-0. No Budget Adjustment needed. **(Pages 172-174)**

5. Amendment approval to Ordinance 2023-10 to correct the vendor name for the purchase of the currently leased New Holland B95C backhoe. No budget adjustment is needed. **(Pages 175-178)**

6. Resolution authorizing the mayor and the city clerk to amend an existing construction agreement with Flintco, LLC for the renovation and expansion of Bentonville Public Library with site development. The budget adjustment for this item will come through separately. **(Pages 179-182)**

7. Ordinance approving changes to the City of Bentonville's 2023 Pay Plan related to a Full-time Library Specialist position, four Part-time Library Clerk positions, a Part-time Page position and a Part-time Technician position. No budget adjustment is needed. **(Pages 183-185)**

8. Ordinance waiving competitive bidding for dirt removal at the Bentonville Municipal airport for west side development for the amount of $478,662.00 to Sy-Con Excavation & Utilities. No budget adjustment needed. **(Pages 186-188)**

9. Public hearing and ordinance vacating a Drainage & Utility Easement located at Lot 7A and Loc 30 of The Bluffs Subdivision Phase 1 (VAC23-0001). **(Pages 189-192)**

10. Public hearing and ordinance vacating a Drainage & Utility Easement located at Lot 12 of Allen Subdivision, 406 S Walton (VAC23-0002). **(Pages 193-198)**

11. Resolution setting a public hearing for March 28, 2023 for Alley Right of Way Vacation requested for Lot 56 of Original Town of Bentonville Subdivision (VAC23-0003). **(Pages 199-201)**

12. Resolution setting a public hearing for March 28, 2023 for a Utility Easement Vacation located at Lot 3 of Russell Daniel Subdivision (VAC23-0005). **(Pages 202-204)**

13. Resolution to award bid IFB-23-10 for a 2023 Cab and Chassis with a 2,000 Gallon Water Tank to Scott Equipment, the sole bidder, and a budget adjustment of $8,500.00 for the overage. **(Pages 205-209)**

14. Ordinance approving a waiver of competitive bidding for a new lease agreement with Riggs Cat for (2) Backhoes and a budget adjustment in the amount of $738.00 for this request. A budget adjustment is needed for the overage. **(Pages 210-221)**

15. Ordinance approving a waiver of competitive bidding to purchase (12) Edge 2-2N video processors from Temple Inc, which is a sole source provider of this equipment used in the City's traffic signals. This is a budgeted item. **(Pages 222-229)**

16. Resolution to award bid IFB-23-16 for a 2023 Model Compact Track Loader (Skid Steer) to Riggs Cat, the sole bidder, and a budget adjustment of $7,119.93 in order to cover the sales tax for the purchase. A budget adjustment is needed for the overage. **(Pages 230-234)**

17. Resolution awarding Bid IFB-23-17 and allowing the Mayor and City Clerk to enter into a contract with Grant Garrett Excavating, Inc. for the construction of SW Gator Blvd Extension, as the lowest bidder. This contract is being paid for with the 2021 Street Bond. No budget adjustment is needed. **(Pages 235-239)**

18. Council approval of a resolution and budget adjustment, authorizing the Mayor and City Clerk to accept a grant valued at $15,000.00 for the implementation of the Neighborhood Streets Pilot Program. Budget Adjustment to recognize funds. **(Pages 240-260)**

19. Resolution requesting approval of change order #1 and corresponding budget adjustment, in the amount of $82,800.00, for the construction of the Southwest Bentonville Trail and accepting a grant amendment from the Walton Family Foundation in the same amount. A budget adjustment is needed to recognize funds. **(Pages 261-268)**

20. Resolution naming responsible parties to perform actions on the City's Arvest Wealth Management accounts for the City of Bentonville. **(Pages 269-270)**

21. TischlerBise to present preliminary data for the Impact and Capacity Fee Study. **(Pages 271-284)**

# City Council Agenda Items

## For the City Council Meeting of March 14, 2023

## From the March 7, 2023 Planning Commission Meeting

1. **Ordinance accepting a Lot Split of Lot 22, Block 4 of Railroad Addition; creating New Lots 25, 26, 27, 28, 29 & 30 of Railroad Addition to the City of Bentonville, Arkansas; and for other purposes (Project Number: LS23-0008) 218-226 SE B Street.**

   **The Planning Commission voted 7-0, recommending approval.**

   A lot split of Lot 22, Block 4 of Railroad Addition; creating new lots 25, 26, 27, 28, 29 & 30 of Railroad Addition. The plat dedicates access and utility easements to serve the newly created lots.

2. **Ordinance changing real estate in the City of Bentonville, Arkansas, from its present zoning classification of A-1, Agriculture to PUD, Planned Unit Development; and for other purposes (Project Number: PUD22-0003) SW Regional Airport Blvd. and SW Opal Road.**

   **The Planning Commission voted 7-0, recommending approval**

   The purpose of the PUD district is to establish a mechanism for a person to propose a commercial, industrial, or residential mixed-use development that is innovative, but which does not strictly comply with the provisions of the zone in which the property is located and cannot be achieved through traditional zoning. The intent of the PUD district is to promote high quality developments while allowing greater flexibility in the design of such developments.

   The applicant is proposing a Planned Unit Development (PUD) consisting of 457 total residential lots. The applicant proposes three types of residential lots: those greater than 60-feet in width, 45-foot width, and townhouse lots for attached units. 5 commercial and 10 open space lots are also proposed. A mix of single-family detached and townhome style development composes the residential portion of the request.

   The applicant states they will provide 23.57% common usable open space. This is spread out through a series of integrated greenspace, acting as neighborhood or linear parks connected via pedestrian walks, as well as a large open space central to the development that doubles as drainage. The proposal depicts this area as an activated greenspace with a number of trails.

   Parking will be provided on each residential lot. The provided architectural renderings show generally 2-car garages plus driveway space for single-family residential and off-street space for townhomes as well. Significant on-street parking is provided to supplement provided off-street parking. A series of alleys will provide rear-loading to all townhome units and most if not all 45' lots.

   The road network can be described as generally in a connected grid pattern, with a primary spine running north to south from Southwest Regional Airport Blvd. to Southwest Opal Road. A central roundabout serves to calm traffic while a southern roundabout offers access to the commercial areas along Regional Airport Blvd. Stubs are provided to the east and west, and the one existing stub is picked up off Southwest Fairview Blvd.

The applicant has included concept imagery of the single-family residential units, depicting a mixed-material product with mostly brick on the front façade with a Hardy Board product around the sides and rear, with the amount of brick increasing on the larger sized lots in an overall contemporary design. Farmhouse-style elements, such as board and batten, appear as well. The townhouse structures are shown to be designed in a farmhouse style as well with the applicant is proposing a mix of brick and Hardy Board, with brick being mostly located along the front façade. The commercial portion is proposed with a mostly brick façade, with Hardy Board around the sides and rear.

The applicant is proposing the commercial portion be built along with Phase 3 of the development, allowing a critical mass of rooftops to be built and occupied prior to bringing commercial uses online. The proposed PUD will be required to conform to Article 1400 Landscaping of the Land Development Code as landscaping requirements are explicitly not permitted to be amended.

**NOTE:** *Planning Commission did not approve of the Future Land Use Map amendment accompanying the above rezoning request, with Commissioners stating that, in case the PUD does not move forward, they want to ensure only a similar residential project could be proposed and not something entirely different from what was presented for approval; leaving the property classified as Agricultural under the Future Land Use Map.*

**3a. Resolution amending the City of Bentonville Future Land Use Map for a specific area from Medium-Density Residential to High-Density Residential; and for other purposes (Project Number: RZ23-0002) 805 SE G Street.**

**The Planning Commission voted 7-0, recommending approval.**

The Future Land Use Plan currently shows this property as Medium-Density Residential (MDR), in which DN-3 zoning is not compatible, however, the applicant has requested a future land use map amendment to High-Density Residential. High-density residential areas include apartments, condominium buildings, senior housing, and special types of group living. These areas vary greatly in terms of density depending on scale, but typically have at least 12 units per acre. These areas may also have integrated amenities for residents, including local parks, community centers, and resident-oriented commercial uses.

This property is located within Priority Area 1, Downtown Intensification, as identified in Chapter 4 of the Bentonville Community Plan. This area prioritizes increasing residential density and upgrading capital projects in the downtown area.

**3b. 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-3, Downtown High Density Residential; and for other purposes (Project Number: RZ23-0002) 805 SE G Street.**

**The Planning Commission voted 7-0, recommending approval.**

The intent of the DN-3 district is to allow for an increased neighborhood density through the development of small-lot single-family housing and townhouses throughout the district.

These areas tend to be adjacent to downtown commercial uses. In some instances, such as at the ends of blocks, multi-family apartment buildings may be an appropriate use in this district.

This request is not consistent with the Future Land Use Map without the approval of the accompanying amendment but is consistent with the surrounding development pattern of the area.

**4a. Resolution amending the City of Bentonville Future Land Use Map for a specific area from Medium-Density Residential to High-Density Residential; and for other purposes (Project Number: RZ23-0003) 814 SE G Street.**

**The Planning Commission voted 7-0, recommending approval.**

The Future Land Use Plan currently shows this property as Medium-Density Residential (MDR), in which DN-3 zoning is not compatible, however, the applicant has requested a future land use map amendment to High-Density Residential. High-density residential areas include apartments, condominium buildings, senior housing, and special types of group living. These areas vary greatly in terms of density depending on scale, but typically have at least 12 units per acre. These areas may also have integrated amenities for residents, including local parks, community centers, and resident-oriented commercial uses.

This property is located within Priority Area 1, Downtown Intensification, as identified in Chapter 4 of the Bentonville Community Plan. This area prioritizes increasing residential density and upgrading capital projects in the downtown area.

**4b. 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-3, Downtown High Density Residential; and for other purposes (Project Number: RZ23-0003) 814 SE G Street.**

**The Planning Commission voted 7-0, recommending approval.**

The intent of the DN-3 district is to allow for an increased neighborhood density through the development of small-lot single-family housing and townhouses throughout the district. These areas tend to be adjacent to downtown commercial uses. In some instances, such as at the ends of blocks, multi-family apartment buildings may be an appropriate use in this district.

This request is not consistent with the Future Land Use Map without the approval of the accompanying amendment but is consistent with the surrounding development pattern of the area.

**5a. Resolution amending the City of Bentonville Future Land Use Map for a specific area from Medium-Density Residential to High-Density Residential; and for other purposes (Project Number: RZ23-0004) 811 SE G Street.**

**The Planning Commission voted 7-0, recommending approval.**

The Future Land Use Plan currently shows this property as Medium-Density Residential (MDR), in which DN-3 zoning is not compatible, however, the applicant has requested a future land use map amendment to High-Density Residential. High-density residential areas include apartments, condominium buildings, senior housing, and special types of group living. These areas vary greatly in terms of density depending on scale, but typically have at least 12 units per acre. These

areas may also have integrated amenities for residents, including local parks, community centers, and resident-oriented commercial uses.

This property is located within Priority Area 1, Downtown Intensification, as identified in Chapter 4 of the Bentonville Community Plan. This area prioritizes increasing residential density and upgrading capital projects in the downtown area.

**5b. 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-3, Downtown High Density Residential; and for other purposes (Project Number: RZ23-0004) 811 SE G Street.**

**The Planning Commission voted 7-0, recommending approval.**

The intent of the DN-3 district is to allow for an increased neighborhood density through the development of small-lot single-family housing and townhouses throughout the district. These areas tend to be adjacent to downtown commercial uses. In some instances, such as at the ends of blocks, multi-family apartment buildings may be an appropriate use in this district.

This request is not consistent with the Future Land Use Map without the approval of the accompanying amendment but is consistent with the surrounding development pattern of the area.

**6a. Resolution amending the City of Bentonville Future Land Use Map for a specific area from Medium-Density Residential to High-Density Residential; and for other purposes (Project Number: RZ23-0005) 809 SE G Street.**

**The Planning Commission voted 7-0, recommending approval.**

The Future Land Use Plan currently shows this property as Medium-Density Residential (MDR), in which DN-3 zoning is not compatible, however, the applicant has requested a future land use map amendment to High-Density Residential. High-density residential areas include apartments, condominium buildings, senior housing, and special types of group living. These areas vary greatly in terms of density depending on scale, but typically have at least 12 units per acre. These areas may also have integrated amenities for residents, including local parks, community centers, and resident-oriented commercial uses.

This property is located within Priority Area 1, Downtown Intensification, as identified in Chapter 4 of the Bentonville Community Plan. This area prioritizes increasing residential density and upgrading capital projects in the downtown area.

**6b. 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-3, Downtown High Density Residential; and for other purposes (Project Number: RZ23-0005) 809 SE G Street.**

**The Planning Commission voted 7-0, recommending approval.**

The intent of the DN-3 district is to allow for an increased neighborhood density through the development of small-lot single-family housing and townhouses throughout the district. These areas tend to be adjacent to downtown commercial uses. In some instances, such as at the ends of blocks, multi-family apartment

buildings may be an appropriate use in this district.

This request is not consistent with the Future Land Use Map without the approval of the accompanying amendment but is consistent with the surrounding development pattern of the area.

**7a. Resolution amending the City of Bentonville Future Land Use Map for a specific area from Medium-Density Residential to High-Density Residential; and for other purposes (Project Number: RZ23-0006) 911 SE H Street.**

**The Planning Commission voted 7-0, recommending approval.**

The Future Land Use Plan currently shows this property as Medium-Density Residential (MDR), in which DN-3 zoning is not compatible, however, the applicant has requested a future land use map amendment to High-Density Residential. High-density residential areas include apartments, condominium buildings, senior housing, and special types of group living. These areas vary greatly in terms of density depending on scale, but typically have at least 12 units per acre. These areas may also have integrated amenities for residents, including local parks, community centers, and resident-oriented commercial uses.

This property is located within Priority Area 1, Downtown Intensification, as identified in Chapter 4 of the Bentonville Community Plan. This area prioritizes increasing residential density and upgrading capital projects in the downtown area.

**7b. 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-3, Downtown High Density Residential; and for other purposes (Project Number: RZ23-0006) 911 SE H Street.**

**The Planning Commission voted 7-0, recommending approval.**

The intent of the DN-3 district is to allow for an increased neighborhood density through the development of small-lot single-family housing and townhouses throughout the district. These areas tend to be adjacent to downtown commercial uses. In some instances, such as at the ends of blocks, multi-family apartment buildings may be an appropriate use in this district.

This request is not consistent with the Future Land Use Map without the approval of the accompanying amendment but is consistent with the surrounding development pattern of the area.

**8a. Resolution amending the City of Bentonville Future Land Use Map for a specific area from Medium-Density Residential to High-Density Residential; and for other purposes (Project Number: RZ23-0008) 907 SE H Street.**

**The Planning Commission voted 7-0, recommending approval.**

The Future Land Use Plan currently shows this property as Medium-Density Residential (MDR), in which DN-3 zoning is not compatible, however, the applicant has requested a future land use map amendment to High-Density Residential. High-density residential areas include apartments, condominium buildings, senior housing, and special types of group living. These areas vary greatly in terms of density depending on scale, but typically have at least 12 units per acre. These

areas may also have integrated amenities for residents, including local parks, community centers, and resident-oriented commercial uses.

This property is located within Priority Area 1, Downtown Intensification, as identified in Chapter 4 of the Bentonville Community Plan. This area prioritizes increasing residential density and upgrading capital projects in the downtown area.

**8b. 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-3, Downtown High Density Residential; and for other purposes (Project Number: RZ23-0008) 907 SE H Street.**

**The Planning Commission voted 7-0, recommending approval.**

The intent of the DN-3 district is to allow for an increased neighborhood density through the development of small-lot single-family housing and townhouses throughout the district. These areas tend to be adjacent to downtown commercial uses. In some instances, such as at the ends of blocks, multi-family apartment buildings may be an appropriate use in this district.

This request is not consistent with the Future Land Use Map without the approval of the accompanying amendment but is consistent with the surrounding development pattern of the area.

**9a. Resolution amending the City of Bentonville Future Land Use Map for a specific area from Low-Density Residential to Medium-Density Residential; and for other purposes (Project Number: RZ23-0011) 607 SE 10th Street.**

**The Planning Commission voted 7-0, recommending approval.**

The Future Land Use Plan currently shows this property as Low-Density Residential (LDR), in which DN-2 zoning is not compatible, however, the applicant has requested a future land use map amendment 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.

This property is located within Priority Area 1, Downtown Intensification, as identified in Chapter 4 of the Bentonville Community Plan. This area prioritizes increasing residential density and upgrading capital projects in the downtown area.

**9b. 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: RZ23-0011) 607 SE 10th Street.**

**The Planning Commission voted 7-0, recommending approval.**

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

density. In some instances, such as the end of blocks, townhouses may be appropriate in this district.

This request is not consistent with the Future Land Use Map without the approval of the accompanying amendment but is consistent with the surrounding development pattern of the area.

**10a. Resolution amending the City of Bentonville Future Land Use Map for a specific area from Low-Density Residential to Medium-Density Residential; and for other purposes (Project Number: RZ23-0012) 904 SE 10th Street.**

**The Planning Commission voted 6-1, recommending approval.**

The Future Land Use Plan currently shows this property as Low-Density Residential (LDR), in which DN-2 zoning is not compatible, however, the applicant has requested a future land use map amendment 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.

This property is located within Priority Area 1, Downtown Intensification, as identified in Chapter 4 of the Bentonville Community Plan. This area prioritizes increasing residential density and upgrading capital projects in the downtown area.

**NOTE:** *Commissioner Davis voted no, stating that neighborhoods south of SE 10th Street should remain under a Low-Density Residential future land use classification.*

**10b. 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: RZ23-0012) 904 SE 10th Street.**

**The Planning Commission voted 7-0, recommending approval.**

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

This request is not consistent with the Future Land Use Map without the approval of the accompanying amendment but is consistent with the surrounding development pattern of the area.

**11. Ordinance changing real estate in the City of Bentonville, Arkansas, from its present zoning classification of A-1, Agricultural to C-1, Neighborhood Commercial; and for other purposes (Project Number: RZ23-0013) Northwest Corner of Southwest Opal Road & Southwest Adams Road.**

**The Planning Commission voted 7-0, recommending approval.**

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

This request is not consistent with the Future Land Use Map, but Planning Commission approved of the rezoning based on the need of small commercial centers in this quickly developing area.

**NOTE:** *Planning Commission voted to deny of the Future Land Use Map amendment accompanying the above rezoning request to prevent any potential up zone request for C2; leaving the property classified as Agricultural under the Future Land Use Map.*

**12. 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: RZ23-0015) 1205 Fillmore Street.**

**The Planning Commission voted 7-0, recommending approval.**

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

**13. Ordinance changing real estate in the City of Bentonville, Arkansas, from its present zoning classification of R-1, Low Density Single Family Residential to DN-1, Downtown Low-Density Residential; and for other purposes (Project Number: RZ23-0016) 710 NW 10th Street.**

**The Planning Commission voted 7-0, recommending approval.**

The intent of the DN-1 district is to preserve the established development pattern of portions of the downtown neighborhoods that are predominantly single-family with lots generally larger than 60 feet in width. This request is consistent with the Future Land Use Map and is consistent with the surrounding development pattern of the area.

**14. Ordinance changing real estate in the City of Bentonville, Arkansas, from its present zoning classification of R-1, Low Density Single Family Residential to DN-1, Downtown Low-Density Residential; and for other purposes (Project Number: RZ23-0017) 801 NW 10th Street.**

**The Planning Commission voted 7-0, recommending approval.**

The intent of the DN-1 district is to preserve the established development pattern of portions of the downtown neighborhoods that are predominantly single-family with lots generally larger than 60 feet in width.

This request is consistent with the Future Land Use Map and is consistent with the surrounding development pattern of the area.

**15. Ordinance changing real estate in the City of Bentonville, Arkansas, from its present zoning classification of R-1, Low Density Single Family Residential to DN-1, Downtown Low-Density Residential; and for other purposes (Project Number: RZ23-0018) 810 NW 11th Street.**

**The Planning Commission voted 7-0, recommending approval.**

The intent of the DN-1 district is to preserve the established development pattern of portions of the downtown neighborhoods that are predominantly single-family with lots generally larger than 60 feet in width.

This request is consistent with the Future Land Use Map and is consistent with the surrounding development pattern of the area.

**16. Ordinance changing real estate in the City of Bentonville, Arkansas, from its present zoning classification of R-1, Low Density Single Family Residential to R-2, Medium Density Two Family and Townhome Residential; and for other purposes (Project Number: RZ23-0019) 3406 SE K Street.**

**The Planning Commission voted 7-0, recommending approval.**

The R-2 District encourages the same basic land use restrictions as the R-1 District. It allows 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 conversion of one family residences to two-family use 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. Such a district can also be located in medium density areas where conversion may facilitate their continuation as a desirable area.

**17a. Resolution amending the City of Bentonville Future Land Use Map for a specific area from Medium-Density Residential to High-Density Residential; and for other purposes (Project Number: RZ23-0020) 908 SE G Street.**

**The Planning Commission voted 7-0, recommending approval.**
The Future Land Use Plan currently shows this property as Medium-Density Residential (MDR), in which DN-3 zoning is not compatible, however, the applicant has requested a future land use map amendment to High-Density Residential. High-density residential areas include apartments, condominium buildings, senior housing, and special types of group living. These areas vary greatly in terms of density depending on scale, but typically have at least 12 units per acre. These areas may also have integrated amenities for residents, including local parks, community centers, and resident-oriented commercial uses.

This property is located within Priority Area 1, Downtown Intensification, as identified in Chapter 4 of the Bentonville Community Plan. This area prioritizes increasing residential density and upgrading capital projects in the downtown area.

**17b. 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-3, Downtown High Density Residential; and for other purposes (Project Number: RZ23-0020) 908 SE G Street.**

**The Planning Commission voted 7-0, recommending approval.**

The intent of the DN-3 district is to allow for an increased neighborhood density through the development of small-lot single-family housing and townhouses throughout the district. These areas tend to be adjacent to downtown commercial uses. In some instances, such as at the ends of blocks, multi-family apartment buildings may be an appropriate use in this district.

This request is not consistent with the Future Land Use Map without the approval of the accompanying amendment but is consistent with the surrounding development pattern of the area.

**18. Ordinance accepting a Final Plat of Lots 1 and 2 of Bentonville Plaza Addition, Phase 3 to the City of Bentonville, Arkansas; and for other purposes (Project Number: FP22-0005) Southwest Redbud Road.**

**The Planning Commission voted 7-0, recommending approval.**

A Final Plat of a commercial subdivision that consists of 2 commercial lots. Lot 1 (+/- 2.06 acres) and Lot 2 (+/- 1.26 acres) of Bentonville Plaza Addition Phase 3.

**19. Resolution adopting the City of Bentonville Citizen Participation Plan for Compliance with Participation in the HUD Community Development Block Grant (CDBG) Program.**

**The Planning Commission voted 7-0, recommending approval.**

As an entitlement community receiving CDBG Funds from HUD, the City of Bentonville is required to adopt a Citizen Participation Plan (CPP) that establishes the City's policies and procedures for citizen's participation. The guidelines for establishing a Citizen Participation Plan as part of submitting the Consolidated Plan/Annual Action Plan, Affirmative Fair Housing (AFH), substantial amendments, and Consolidated Annual Performance and Evaluation Report (CAPER) are outlined in the Code of Federal Regulations Part 91.105 (Governments) and 91.115 (States).

Bentonville Planning serves as the Lead Agency for the administration of the City's HUD entitlement funds and the CDBG Planner is the administrator of the CDBG program. The CDBG Planner is responsible for informing citizens about the planning process, facilitating meetings, preparing, and developing the Annual Action Plan, the Five-Year Consolidated Plan, substantial amendments, and developing the CAPER and Citizen Participation Plan. The CDBG Planner is also responsible for the Affirmatively Furthering Fair Housing development.

# Consent Agenda Items

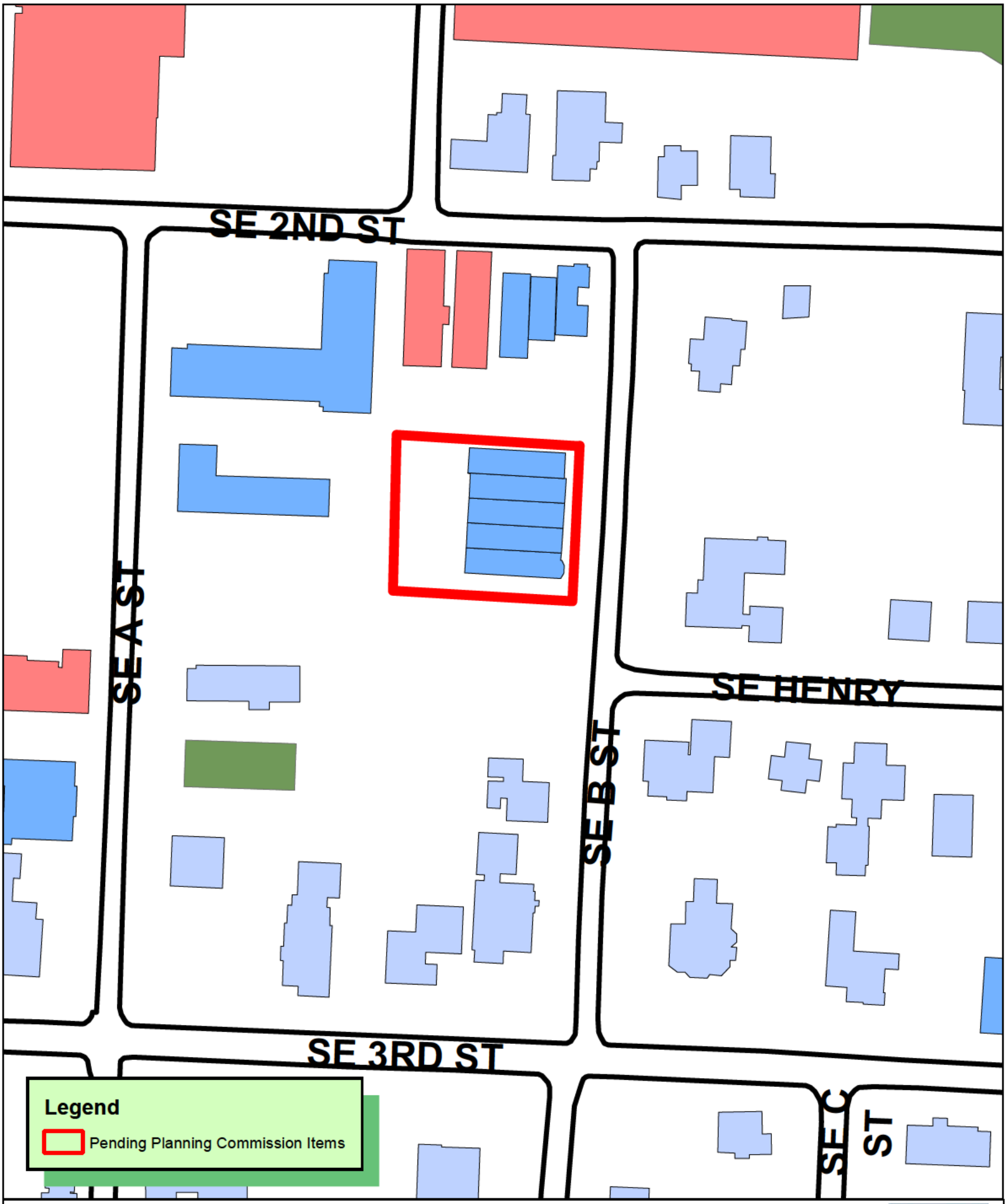
## For the Planning Commission meeting on March 7, 2023

## Reviewer: Keegan Stanton, Senior Planner, AICP

- The descriptions below shall serve as the staff report for each of the proposed consent agenda items.

**Lot Split: Lots 25, 26, 27, 28, 29, & 30 of Railroad Addition, NLG Properties LLC, 218-226 Southeast B Street, DE, Downtown Edge,** ***LS23-0008***

A lot split of Lot 22, Block 4 of Railroad Addition, creating lots 25, 26, 27, 28, 29, & 30 of Railroad Addition. The plat is subdividing the property along the shared walls of the townhomes now that construction has started. This plat dedicates utility easements on the west side of the plat. No right-of-way is dedicated. No waivers are associated with this plat. A variance was approved in 2021 on sight-triangles to allow for on-street parking.




N
W E
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1 inch = 100 feet

***LS23-0008 3/7/23***
***LOT SPLIT***
***RAILROAD ADDITION***
***LOT 22 CREATING LOTS 25-29***

THE CITY OF BENTONVILLE

EXHIBIT A

# LOT SPLIT

## LOT 22, BLOCK 4, RAILROAD ADDITION

## BENTONVILLE, ARKANSAS,

## CREATING LOTS 25, 26, 27, 28, 29, 30


LLC, OWNER, DEVELOPER:
NLG PROPERTIES, LLC
Neil Greenhaw
PO Box 692
Bentonville, AR 72712
neilgreenhaw@gmail.com


### SU-RVEY NOTES:

1. Except as specifically stated or shown on this plat, the survey does not purport to reflect any of the following which may be applicable to the subject real estate:

   Easements, other than possible easements which were visible at the time of making of this survey; building setback lines; restrictive covenants; subdivision restrictions; zoning or other land-use regulations, or any other facts which an accurate and current title search may disclose.

2. Every document of record reviewed and considered as a part of this survey is noted hereon. Only the documents noted hereon were supplied the surveyor.

3. This plat represents a lot split of the parcel recorded in Deed Records, Book 1992, Page 98816 at the courthouse in Benton County, Arkansas.

4. Basis of Bearings: NAD83, State Plane Grid Coordinates, Arkansas North Zone, referencing Bentonville City Control Monument No. 56.

5. Basis of Elevation: NAVD88, referencing Bentonville City Control Monument No. 56.

6. This survey is valid only if the drawing includes the seal and signature of the surveyor.

7. This survey meets current "Arkansas Minimum Standards for Property Boundary Surveys and Plats".

8. No abstract of title, nor title commitment, nor results of title searches were furnished the surveyor. There may exist other documents of record which would affect this parcel.

9. Declaration is made to the original purchaser of the survey and is not transferable to any additional institutions or subsequent owners.

10. This Property is currently zoned D-E, Downtown Edge. Building setbacks shall be per the current zoning district as stated in the most recent City of Bentonville Zoning Code. For more information visit www.bentonvilleplanning.com or call the Planing Department at

11. No attempt was made to show building setback lines graphically on the survey. Setback dimensions are based on the orientation of the building(s) to be constructed.

12. Subsurface and environmental conditions were not examined nor considered a part of this survey..

13. The locations of underground utilities as shown hereon are based on such above ground structures as were vis ble at the time of survey, and/or from record drawings provided to the surveyor. The location of underground utilities/structures may vary from locations shown hereon. No excavations were made during the progress of this survey to locate underground utilities/structures.

14. No attempt has been made as a part of this boundary survey to obtain or show data concerning existence, size, depth, condition, capacity, or location of any utility or facilities.

15. There may not be fences or any other structures built in any drainage easement.

CITY REQUIRED NOTES:

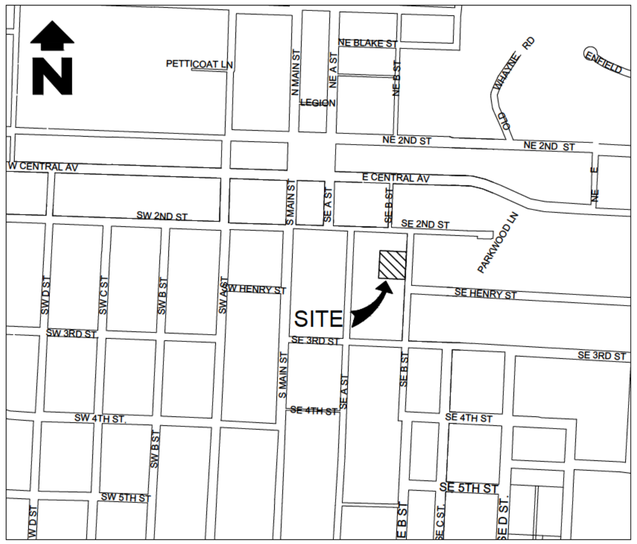
A. No residential lot shall be permitted direct access to a Collector, Minor, or Major Arterial street. All residential subdivision development contiguous to a Collector, Minor, or Major Arterial street shall orient frontage to a local street< and back of project, without access to the said major street.

B. Before any in the right of way commences, contractor and or owner is to obtain right_of_way permit from the City of Bentonville Transportation Department.

C. Owner/Developer shall coordinate with all local utilities to ensure that each lot has water, sewer, and electric.

D. Sidewalks shall be the responsibility of the builder?owner at time of building permit issuance.

E. A variance was approved for the site distance requirement. Variance 21-0007 was approved in the April 2021 Board meeting.




VICINITY MAP
No Scale
ATLAS PAGE # 402

PARENT TRACT DEED L202111440: LOT 22, BLOCK 4, RAILROAD ADDITION

LOT 22, BLOCK 4, RAILROAD ADDITION, AS RECORDED IN THE OFFICE OF THE CIRCUIT CLERK, BENTON COUNTY, ARKANSAS, AT PLAT RECORD L201901264, SAME BEING PART OF THE NE 1/4 OF THE NE 1/4 SECTION 31, TOWNSHIP 20 NORTH, RANGE 30 WEST, AND BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 4, BLOCK 4 OF RAILROAD ADDITION; THENCE NORTH 86°42'48" WEST A DISTANCE OF 18.12 FEET TO A SET 5/8" REBAR W/CAP (AR1636), BEING THE POINT OF BEGINNING;

THENCE ALONG THE WEST RIGHT-OF-WAY OF SE "B" STREET, SOUTH 02°03'21" WEST A DISTANCE OF 128.98 FEET TO A SET 5/8" REBAR W/CAP (AR1636);THENCE DEPARTING SAID RIGHT-OF-WAY NORTH 86°50'49" WEST A DISTANCE OF 147.68 FEET TO A SET 5/8" REBAR W/CAP (AR1636); THENCE NORTH 01°40'59" EAST A DISTANCE OF 129.34 FEET TO A FOUND 5/8" REBAR; THENCE SOUTH 86°42'48" EAST A DISTANCE OF 148.54 FEET TO THE POINT OF BEGINNING; CONTAINING 19,124 SQ FT OR 0.44 ACRES MORE OR LESS. SUBJECT TO EASEMENTS, RIGHTS-OF-WAY, AND COVENANTS OF RECORD, IF ANY.

### 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 use of the publc the streets, alleys, drives, easements, etc. as shown on said plat.

Date of Execution: _____

Print:_____

Signed: _____

State of Arkansas}
County of Benton}

Sworn-in and subscribed before me this _____ day of _____, 2023

_____
Notary Public Signature

### 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 Commission Chairman

Signed:_____
Mayor City of Bentonville

Signed:_____
City Clerk, City of Bentonville

### SURVEYOR'S CERTIFICATE:

I, C. Ed Gray, 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: _____

_____
C. Ed Gray
Registered Land Surveyor
State of Arkansas
Registration No. 1002

SAND CREEK
Engineering and Land Surveying
Bentonville, Arkansas (479) 464-9282

CERTIFICATE OF AUTHORIZATION
SAND CREEK ENGINEERING AND LANDSCAPE ARCHITECTURE, INC.
No.385
ARKANSAS – ENGINEER

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

State Filing Code:
500-20N-31W-0-36-110-04-1002

COB PROJECT # LS 23-0008

EXHIBIT A

## LOT 25 DESCRIPTION:

PART OT LOT 22 OF BLOCK 4, RAILROAD ADDITION, AS RECORDED IN THE OFFICE OF THE CIRCUIT CLERK, BENTON COUNTY, ARKANSAS, AS PLAT RECORD L201901264, SAME BEING PART OF THE NE 1/4 OF THE NE 1/4 SECTION 31, TOWNSHIP 20 NORTH, RANGE 30 WEST, AND BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 22, BLOCK 4 OF RAILROAD ADDITION; THENCE ALONG THE WEST RIGHT-OF-WAY OF SE "B" STREET, S02°03'21"W 117.96 FEET TO A SET MAG NAIL AND WASHER (AR1002) IN CONCRETE, FOR THE **POINT OF BEGINNING**; THENCE CONTINUE ALONG SAID SE "B" STREET RIGHT OF WAY, S02°03'21"W 11.00 FEET TO THE NORTH LINE OF LOT 21, BLOCK 4 OF SAID PLAT L201901264; THENCE, LEAVING SAID RIGHT OF WAY, ALONG THE NORTH LINE OF SAID LOT 21, N86°50' 49"W 147.68 FEET TO A FOUND 5/8" REBAR W/CAP (AR1636); THENCE N01°40'59"E 129.34 FEET TO A FOUND 5/8" REBAR AT THE NORTHWEST CORNER OF LOT 22 OF SAID BLOCK 4; THENCE S86°42'48"E 50.02 FEET TO SET ⅝" REBAR WITH CAP (AR1002), THENCE S01°40'59"W 118.22 FEET TO A SET MAG NAIL AND WASHER (AR1002) IN CONCRETE; THENCE S86°50'49"E 97.74 FEET TO THE POINT OF BEGINNING, CONTAINING 7,538 SQ FT OR 0.173 ACRES MORE OR LESS AND SUBJECT TO EASEMENTS, RIGHTS-OF-WAY, AND COVENANTS OF RECORD, IF ANY.

## LOT 26 DESCRIPTION:

PART OF LOT 22 OF BLOCK 4, RAILROAD ADDITION, AS RECORDED IN THE OFFICE OF THE CIRCUIT CLERK, BENTON COUNTY, ARKANSAS, AS PLAT RECORD L201901264, SAME BEING PART OF THE NE 1/4 OF THE NE 1/4 SECTION 31, TOWNSHIP 20 NORTH, RANGE 30 WEST, AND BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 22, BLOCK 4 OF RAILROAD ADDITION; THENCE ALONG THE WEST RIGHT- OF-WAY OF SE "B" STREET, S02°03'21"W 89.34 FEET TO A SET ⅝" REBAR WITH CAP (AR1002), FOR THE **POINT OF BEGINNING**; THENCE CONTINUE ALONG SAID SE "B" STREET RIGHT OF WAY, S02°03'21"W 28.62 FEET TO A SET MAG NAIL AND WASHER (AR1002); THENCE LEAVING SAID RIGHT OF WAY, S86°50'49"W 97.74 FEET TO A SET MAG NAIL AND WASHER (AR1002); THENCE N01°40'59"E 28.85 FEET TO A SET 5/8" REBAR WITH CAP (AR1002); THENCE S86°42'48"E 97.93 FEET TO THE POINT OF BEGINNING, CONTAINING 2,810.0 SQ FT OR 0.45 ACRES MORE OR LESS AND SUBJECT TO EASEMENTS, RIGHTS-OF- WAY, AND COVENANTS OF RECORD, IF ANY.

## LOT 27 DESCRIPTION:

PART OF LOT 22 OF BLOCK 4, RAILROAD ADDITION, AS RECORDED IN THE OFFICE OF THE CIRCUIT CLERK, BENTON COUNTY, ARKANSAS, AS PLAT RECORD L201901264, SAME BEING PART OF THE NE 1/4 OF THE NE 1/4 SECTION 31, TOWNSHIP 20 NORTH, RANGE 30 WEST, AND BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 22, BLOCK 4 OF RAILROAD ADDITION; THENCE ALONG THE WEST RIGHT- OF-WAY OF SE "B" STREET, S02°03'21"W 68.84 FEET TO A SET ⅝" REBAR WITH CAP (AR1002), FOR THE **POINT OF BEGINNING**; THENCE CONTINUE ALONG SAID SE "B" STREET RIGHT OF WAY, S02°03'21"W 20.50 FEET TO A SET ⅝" REBAR WITH CAP (AR1002); THENCE LEAVING SAID RIGHT OF WAY, S86°42'48"W 97.93 FEET TO A SET ⅝" REBAR WITH CAP (AR1002); THENCE N01°40'59"E 20.51 FEET TO A SET 5/8" REBAR WITH CAP (AR1002); THENCE S86°42' 48"E 98.07 FEET TO THE POINT OF BEGINNING; CONTAINING 2,008.10 SQ FT OR 0.46 ACRES MORE OR LESS AND SUBJECT TO EASEMENTS, RIGHTS-OF- WAY, AND COVENANTS OF RECORD, IF ANY.

## LOT 28 DESCRIPTION:

PART OF LOT 22 OF BLOCK 4, RAILROAD ADDITION, AS RECORDED IN THE OFFICE OF THE CIRCUIT CLERK, BENTON COUNTY, ARKANSAS, AS PLAT RECORD L201901264, SAME BEING PART OF THE NE 1/4 OF THE NE 1/4 SECTION 31, TOWNSHIP 20 NORTH, RANGE 30 WEST, AND BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 22, BLOCK 4 OF RAILROAD ADDITION; THENCE ALONG THE WEST RIGHT- OF-WAY OF SE "B" STREET, S02°03'21"W 48.34 FEET TO A SET ⅝" REBAR WITH CAP (AR1002), FOR THE **POINT OF BEGINNING**; THENCE CONTINUE ALONG SAID SE "B" STREET RIGHT OF WAY, S02°03'21"W 20.50 FEET TO A SET ⅝" REBAR WITH CAP (AR1002); THENCE LEAVING SAID RIGHT OF WAY, N86°42'48"W 98.07 FEET TO A SET ⅝" REBAR WITH CAP (AR1002); THENCE N01°40'59"E 20.51 FEET TO A SET 5/8" REBAR WITH CAP (AR1002); THENCE S86°42'48"E 98.20 FEET TO THE POINT OF BEGINNING; CONTAINING 2,011.7 SQ FT OR 0.46 ACRES MORE OR LESS AND SUBJECT TO EASEMENTS, RIGHTS-OF- WAY, AND COVENANTS OF RECORD, IF ANY.

## LOT 29 DESCRIPTION:

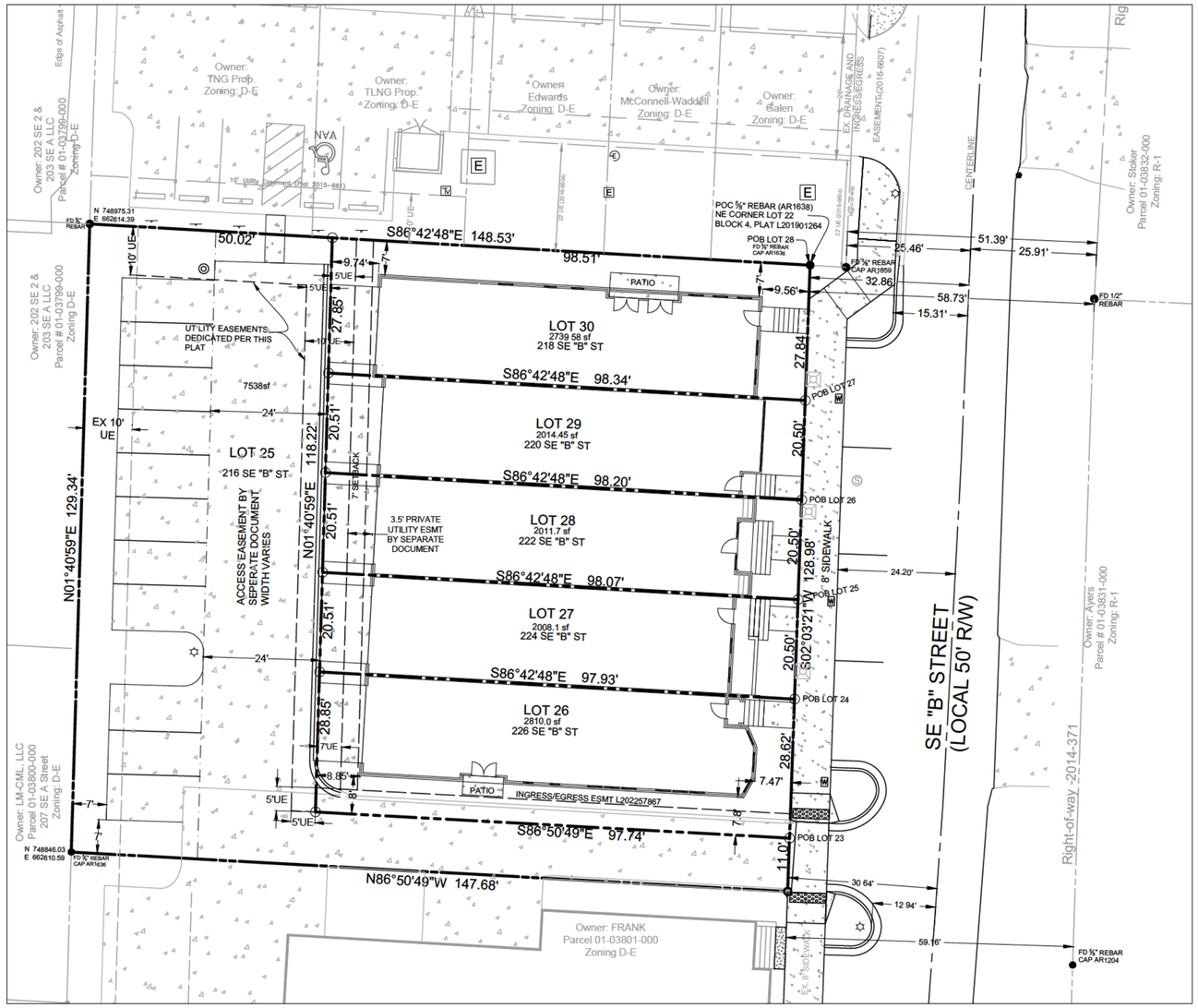
PART OF LOT 22 OF BLOCK 4, RAILROAD ADDITION, AS RECORDED IN THE OFFICE OF THE CIRCUIT CLERK, BENTON COUNTY, ARKANSAS, AS PLAT RECORD L201901264, SAME BEING PART OF THE NE 1/4 OF THE NE 1/4 SECTION 31, TOWNSHIP 20 NORTH, RANGE 30 WEST, AND BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 22, BLOCK 4 OF RAILROAD ADDITION; THENCE ALONG THE WEST RIGHT- OF-WAY OF SE "B" STREET, S02°03'21"W 27.84 FEET TO A SET ⅝" REBAR WITH CAP (AR1002), FOR THE **POINT OF BEGINNING**; THENCE CONTINUE ALONG SAID SE "B" STREET RIGHT OF WAY, S02°03'21"W 20.50 FEET TO A SET ⅝" REBAR WITH CAP (AR1002); THENCE LEAVING SAID RIGHT OF WAY, N86°42'48"W 98.34 FEET TO A SET ⅝" REBAR WITH CAP (AR1002); THENCE N01°40'59"E 20.51 FEET TO A SET 5/8" REBAR WITH CAP (AR1002); THENCE S86°42'48"E 98.34 FEET TO THE POINT OF BEGINNING, CONTAINING 2,014.45 SQ FT OR 0.46 ACRES MORE OR LESS AND SUBJECT TO EASEMENTS, RIGHTS-OF- WAY, AND COVENANTS OF RECORD, IF ANY.

## LOT 30 DESCRIPTION:

PART OF LOT 22 OF BLOCK 4, RAILROAD ADDITION, AS RECORDED IN THE OFFICE OF THE CIRCUIT CLERK, BENTON COUNTY, ARKANSAS, AS PLAT RECORD L201901264, SAME BEING PART OF THE NE 1/4 OF THE NE 1/4 SECTION 31, TOWNSHIP 20 NORTH, RANGE 30 WEST, AND BEING MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 22, BLOCK 4 OF RAILROAD ADDITION; THENCE ALONG THE WEST RIGHT- OF-WAY OF SE "B" STREET, S02°03'21"W 27.84 FEET TO A SET ⅝" REBAR WITH CAP (AR1002); THENCE LEAVING SAID RIGHT OF WAY, N86°42'48"W 98.34 FEET TO A SET ⅝" REBAR WITH CAP (AR1002); THENCE N01°40'59"E 27.85 FEET TO A SET 5/8" REBAR WITH CAP (AR1002); THENCE S86°42' 48"E 98.51 FEET TO THE POINT OF BEGINNING, CONTAINING 2,739.0 SQ FT OR 0.628 ACRES MORE OR LESS AND SUBJECT TO EASEMENTS, RIGHTS-OF- WAY, AND COVENANTS OF RECORD, IF ANY.




## RAILROAD ADDITION NOTES:

DUE TO THE FINDINGS OF MULTIPLE PREVIOUS SURVEYS, BASED ON THE EXISTING MONUMENTATION AND OCCUPATION AS FOUND AND DISPLAYED ON THIS PLAT, IT IS APPARENT THAT THERE IS AN OFFSET BETWEEN THE WEST HALF LOTS AND EAST HALF LOTS OF BLOCK 4 OF RAILROAD ADDITION (PLAT BOOK A, PAGE 38). SAID PLAT A-38 OF RAILROAD ADDITION DOES NOT APPEAR TO BE THE ORIGINAL DOCUMENT AND THIS FINDING IS DESCRIBED IN A "REPORT OF SURVEY" RECORDED IN BOOK 2015, PAGE 7779.

THE FOUND 5/8" REBAR AT THE SOUTHEAST CORNER OF LOT 4, BLOCK 4 AND COMMON TO THE NORTHEAST CORNER OF LOT 5, BLOCK 4, AS SHOWN ON THIS PLAT, IS BEING HELD DUE TO THE FOLLOWING RECORD DOCUMENTS.
SAID 5/8" REBAR IS SHOWN ON THE FOLLOWING PLATS IN BLOCK 4 OF RAILROAD ADDITION AND ARE IN AGREEMENT WITH PLAT P-104, LOT 4, BLOCK 4, RECORDED MAY 8, 1973:
PLAT P4-556, BOUNDARY SURVEY, N 1/2, LOT 3, BLOCK 4, DATED 2/22/02
PLAT 2002-51, INFORMAL PLAT, N 1/2 OF LOT 3, BLOCK 4, DATED 6/14/02
PLAT 2015-292, LOT SPLIT, LOT 1, BLK 4, DATED 5/14/15
PLAT 2015-661, LOT SPLIT, LOT 12, BLK 4, DATED OCTOBER 26, 2015
PLAT 2017-305, LOT SPLIT, LOT 15, OF BLOCK 4, DATED APRIL 4, 2017

THE LOCATION OF SAID FOUND 5/8" REBAR AT THE SOUTHEAST CORNER OF LOT 4, BLOCK 4 AND THE SET REBAR AT THE SOUTHEAST CORNER OF THE NORTH 80' OF LOT 5, BLOCK 4 IS FURTHER SUPPORTED BY THE FOLLOWING SURVEYS AND DEEDS:
PLAT 2013-321, PROPERTY LINE ADJUSTMENT, LOT 11, BLOCK 4, DATED 12/15/12- DISPLAYS THE SOUTH LINE OF LOT 5, BLOCK 4
DEED 2016-42579, PART OF LOT 5, BLOCK 4, NORTH 80' LOT 5, BLOCK 4
DEED L2017057842, PART OF LOT 5, BLOCK 4, 65' ALONG THE RIGHT OF WAY OF SE "B" STREET, BEGINNING 80' SOUTH OF THE NORTHEAST CORNER OF LOT 5, BLOCK 4

THE FOLLOWING PLATS DISPLAY BOTH THE NORTHEAST AND SOUTHEAST CORNER FOR THE NORTH 80' OF LOT 5, BLOCK 4:
PLAT P4-556, BOUNDARY SURVEY, N 1/2, LOT 3, BLOCK 4, DATED 2/22/02
PLAT 2002-51, INFORMAL PLAT, N 1/2 OF LOT 3, BLOCK 4, DATED 6/14/02

SURVEYOR MET WITH A REPRESENTATIVE OF PENSAGO, LLC (OWNER OF THE NORTH 80', LOT 5, BLOCK 4) AND PRESENTED ABOVE EVIDENCE AND WAS AGREED TO SET THE SOUTHEAST CORNER OF SAID TRACT AS PART OF THIS SURVEY.

## SITE LEGEND

- MONUMENT SET (PIN/CAP or MAG NAIL/WASHER)
- MONUMENT FOUND
- BENCH MARK
- LIGHT POLE
- ELECTRIC STRUCTURES
- WATER METER
- SEWER CLEANOUT
- TELEPHONE RISER
- SEWER MANHOLE
- PROPERTY LINES
- ADJOINING PROPERTY LINE
- EASEMENT LINE
- RIGHT-OF-WAY LINE
- CENTER LINE OF ROAD

## APPROVED VARIANCE:

VAR21-0007 approved April 14, 2021 to allow on-street parking

## FLOOD STATEMENT:

(BY GRAPHICAL PLOTTING ONLY)
This property is not located within any presently established 100-year flood plain as determined by the National Flood Insurance Program, flood insurance rate map for Benton County, Arkansas. Map Number 05007C0255K. Revised date June 04, 2012.

N

20 0 20

SCALE: 1" = 20'

## BENCHMARK:

Mag nail on south side of concrete drive 18'± southeast of the southeast corner of subject tract.
Northing: 748969.57'
Easting: 658235.99'
Elev: 1298.51'

## State Filing Code:

500-20N-31W-0-31-110-04-1002

COB PROJECT # LS23-0008

CERTIFICATE OF AUTHORIZATION
SAND CREEK ENGINEERING AND LANDSCAPE ARCHITECTURE, INC.
No.385
ARKANSAS – ENGINEER

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

LLC, OWNER, DEVELOPER:
NLG PROPERTIES, LLC
Neil Greenhaw
PO Box 692
Bentonville, AR 72712

SHEET: LOT SPLIT

PROJECT: LOT 22 BLOCK 4 RAILROAD ADDITION to be Lots 23, 24, 25, 26, 27, 28 BENTONVILLE, ARKANSAS

SAND CREEK
Engineering and Land Surveying
Bentonville, Arkansas (479) 464-9292

| | |
|---|---|
| PLS: | CEG |
| CAD: | KB |
| FIELD: | MJH/MS |
| SCE PROJECT #: | 21012 |
| DATE: | 2/13/2023 |
| SHEET: | 2 OF 2 |

**ORDINANCE NO._____**

**AN ORDINANCE ACCEPTING A LOT SPLIT OF LOT 22, BLOCK 4 OF RAILROAD ADDITION; CREATING NEW LOTS 25, 26, 27, 28, 29 & 30 OF RAILROAD ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS; AND FOR OTHER PURPOSES. (PROJECT NUMBER: LS23-0008)**

**WHEREAS**, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the lot split of LOT 22, BLOCK 4 OF RAILROAD ADDITION, creating new LOTS 25, 26, 27, 28, 29, & 30 OF RAILROAD ADDITION, to the City of Bentonville, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on March 7, 2023;

**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 22, BLOCK 4 OF RAILROAD ADDITION creating new LOTS 25, 26, 27, 28, 29 & 30 OF RAILROAD 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 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 _____, 2023**

**APPROVED:**

_____

**Stephanie Orman, Mayor**

**ATTEST:**

_____

**Kirby Romines, City Clerk**

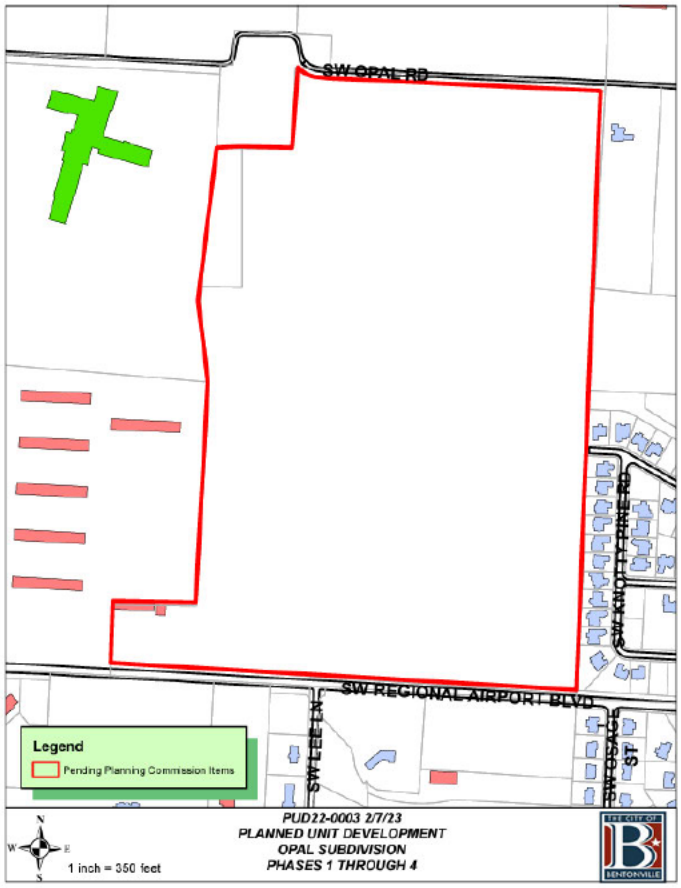
# Buffington Barron LLC

Southwest Regional Airport Blvd.
**PC Date:** 2/7/2023
**Reviewer:** Keegan Stanton, Senior Planner, AICP

| | |
|---|---|
| **Project Number** | PUD22-0003 |
| **Applicant / Current Owner** | Buffington Barron LLC |
| **Site Area** | +/- 95.22 acres |
| **Current Zoning** | PUD, Planned Unit Development |
| **Requested Zoning** | PUD, Planned Unit Development |
| **Future Land Use Map Designation** | Agriculture (A) |
| **Requested Future Land Use Map Designation** | Mixed-Use Commercial |

https://arcg.is/08HvK8

**Location Map**




**Property Description**
This property is approximately 95.22 acres of land in the Opal Subdivision. The property has access to Southwest Regional Airport Blvd. and Southwest Opal Road, which are classified as Arterial and Collector, respectively. The property also has access to the stub of Southwest Fairview Blvd., a local road in the North Fork Addition. The property is presently zoned PUD, Planned Unit Development from a request that was approved in 2021, with a Future Land Use Map designation of Agriculture.

**Relationship to the Bentonville Community Plan**
The Future Land Use Plan currently depicts this property as Agriculture. Agriculture areas include larger properties used primarily for the raising of crops or livestock. These properties may include residence and farm-related structures.

The applicant is requesting an amendment to the Future Land Use Plan to Mixed-Use Commercial to comply with the Future Land Use Map and Zoning District Alignment Policy. Mixed-use commercial areas include uses that provide goods and services to nearby residents. Local retail, day-to-day services, and small offices are appropriate in these areas. Vertical mixed-use developments are encouraged in mixed-use commercial areas, with upper floors including offices, services, or residential uses. Parking may be more prominent in these areas than in Downtown commercial areas but should be sited and designed to not be detrimental to the character of the area.

The property is located within Priority Area 3, Edge Growth, as identified in Chapter 4 of the Bentonville Community Plan. This area highlights thoughtful growth and development along existing infrastructure and the preservation of land for future commercial incorporation.

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

**Analysis**
The purpose of the PUD district is to establish a mechanism for a person to propose a commercial, industrial or residential mixed-use development that is innovative, but which does not strictly comply with the provisions of the zone in which the property is located and cannot be achieved through traditional zoning. The intent of the PUD district is to promote high quality developments while allowing greater flexibility in the design of such

developments.

The applicant is proposing a Planned Unit Development (PUD) consisting of 457 total residential lots. The applicant proposes three types of residential lots: those greater than 60-feet in width, 45-foot width, and townhouse lots for attached units. 5 commercial and 10 open space lots are also proposed. A mix of single-family detached and townhome style development composes the residential portion of the request.

The applicant states they will provide 23.57% common usable open space. This is spread out through a series of integrated greenspace, acting as neighborhood or linear parks connected via pedestrian walks, as well as a large open space central to the development that doubles as drainage. The proposal depicts this area as an activated greenspace with a number of trails.

Parking will be provided on each residential lot. The provided architectural renderings show generally 2-car garages plus driveway space for single-family residential and off-street space for townhomes as well. Significant on-street parking is provided to supplement provided off-street parking. A series of alleys will provide rear-loading to all townhome units and most if not all 45' lots.

The road network can be described as generally in a connected grid pattern, with a primary spine running north to south from Southwest Regional Airport Blvd. to Southwest Opal Road. A central roundabout serves to calm traffic while a southern roundabout offers access to the commercial areas along Regional Airport Blvd. Stubs are provided to the east and west, and the one existing stub is picked up off of Southwest Fairview Blvd.

The applicant has included concept imagery of the single-family residential units, depicting a mixed-material product with mostly brick on the front façade with a Hardy Board product around the sides and rear, with the amount of brick increasing on the larger sized lots in an overall contemporary design. Farmhouse-style elements, such as board and batten, appear as well. The townhouse structures are shown to be designed in a farmhouse style as well with the applicant is proposing a mix of brick and Hardy Board, with brick being mostly located along the front façade. The commercial portion is proposed with a mostly brick façade, with Hardy Board around the sides and rear.

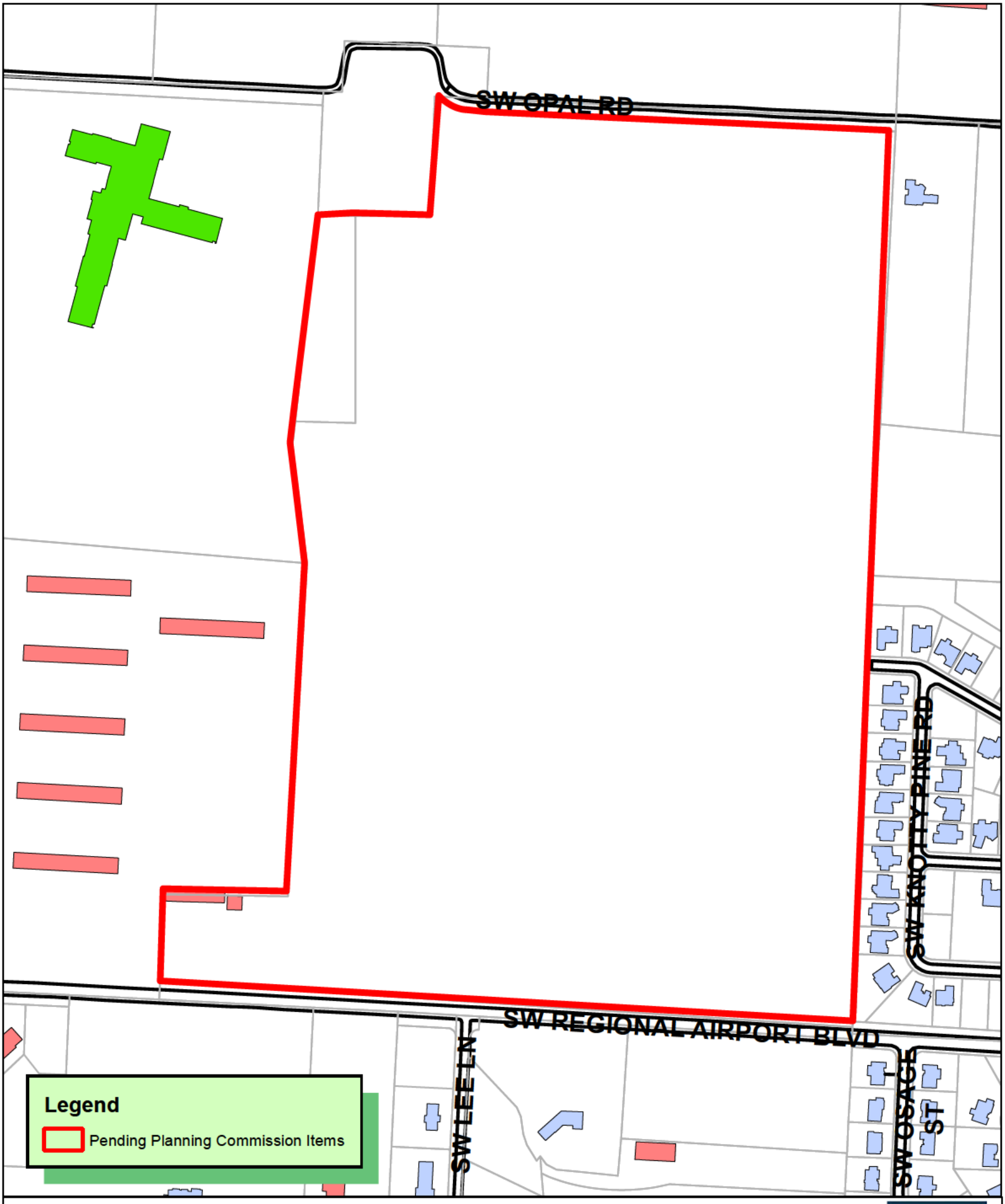
The applicant is proposing the commercial portion be built along with Phase 3 of the development, allowing a critical mass of rooftops to be built and occupied prior to bringing commercial uses online.

The proposed PUD will be required to conform to Article 1400 Landscaping of the Land Development Code as landscaping requirements are explicitly not permitted to be amended.

**Waivers:**
There are no waivers requested with the PUD.

**Conclusion**
This request is not consistent with the Future Land Use Plan without approval of the requested amendment but is consistent with the vision of the Bentonville Community Plan as the property is located within Priority Area 3, Edge Growth which encourages thoughtful growth and development along existing infrastructure and the preservation of land for future commercial incorporation.

The proposed design and phasing of the development are consistent with the intent of PUD zoning and development.




***PUD22-0003 3/7/23***
***PLANNED UNIT DEVELOPMENT***
***OPAL SUBDIVISION***
***PHASES 1 THROUGH 4***

**January 16, 2023**

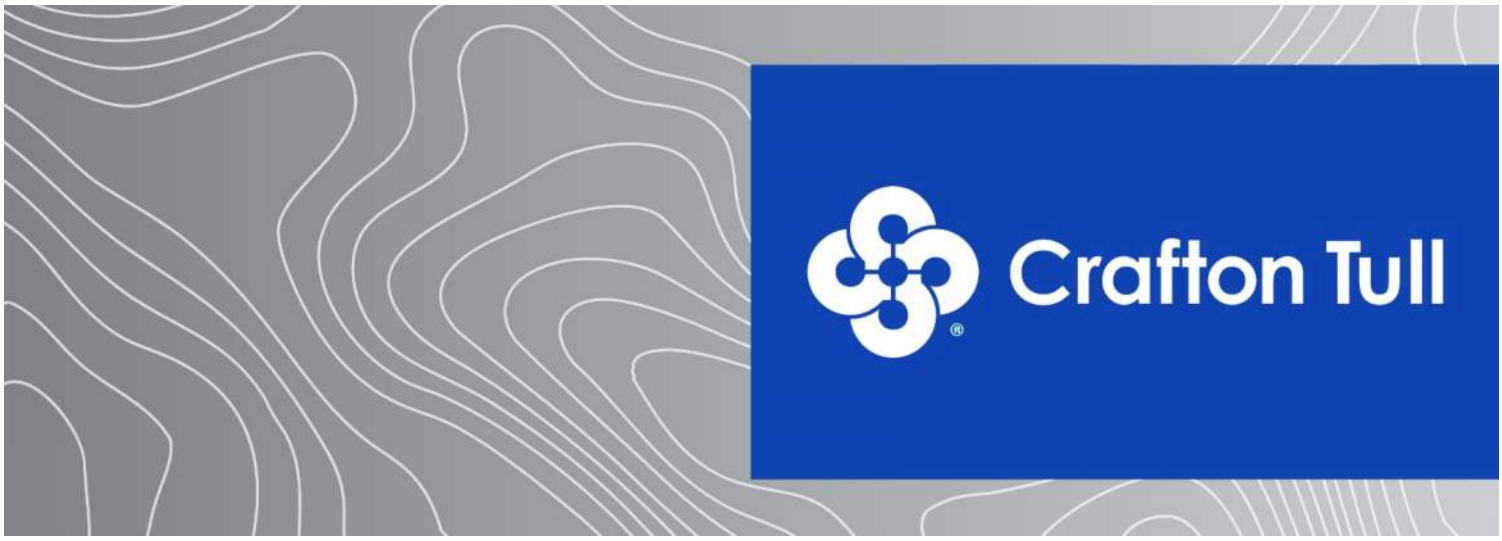
# PUD BOOKLET

**Prepared for:**
Buffington Barron, LLC

# Opal Park

**Submitted to:**
City of Bentonville
305 SW A St.
Bentonville, Arkansas 72712

**CT JOB NO.** 21300200




Crafton Tull

# 1C NARRATIVE

## 401.10(a) Description and Purpose of PUD

Buffington Homes created Opal Park to be a destination community unlike anything currently in development in the NWA region. The development will incorporate principals of New Urbanism through the creation of a series of interconnected paths and sidewalks, numerous pocket parks, and community green spaces, a mix of housing types and sizes and a centrally featured low impact storm water park.

The purpose of the Planned Unit Development (PUD) request is to create an innovative mixed-use development with high standards, but which do not strictly comply to current options presented by the zoning code. This PUD will allow for commercial properties along the highway, standard single family style housing, row house style single family housing, and attached single family residential which is similar in nature to a townhome. The commercial properties will not only serve this development but also the surrounding areas.

There are ample amounts of open green space within the development, including a dog park, linear park, and a large storm park (over 13 acres) with walking trails and nature elements. The entirety of the development is very pedestrian friendly, with sidewalks and trails which connect all facets of the residential properties to the open green space and commercial units.

The idea behind the proposal was a mixed-use development, but also to cluster the residential together to leave a large area of open green space for the community to enjoy, rather than larger lots to achieve similar density without the green space. This creative approach to the layout of the development is an efficient use of the land that reduces the quantities of streets and utilities, leading to less impervious area, and less impacts to the city's maintenance crews for the public infrastructure. This also preserves and will greatly enhance many of the natural features on-site and will also prevent soil erosion by careful controlling the water through this area through a series of wet ponds.

## 401.10(b) PUD Districts Require Zoning Designation and Master Plan

Many detailed site plans are included with this booklet including an Overall Development Plan, Phasing Plan, and a Planning Area Plan to clearly and adequately show what is being proposed. In addition to these overall maps, a detailed site plan is also included which show street sizes, utility locations, setbacks, easements, and dimensions. This PUD application covers an area of 95.22 acres, exceeding the minimum required lot area of 10 acres.

## 401.10(c) Allowed uses in PUD district

- **Planning Area 1 (Commercial)** – This area will encompass the lots and areas where commercial uses shall be developed (either by Buffington Baron LLC or by others). This includes the areas along Highway 12, as well as the residential community clubhouse. This district shall be designed to provide convenience goods and personal services for the development as well as the surrounding communities. Commercial developments within this area shall generally conform in architecture and material to the proposed residential planning area.

  Goals of this planning area include the following:

  I. Minimize any potential incompatibilities between commercial developments and other types of land use;
  II. Provide opportunities for investment as new residential areas and thoroughfares are built, they are particularly designed to encourage the use of undeveloped lands in existing commercial areas;
  III. Provide sufficient space, at appropriate locations in close proximity to established residential areas for retail and service trade. Such commercial establishments should provide shopping needs of nearby residential areas; and,
  IV. Provide sufficient and appropriate space to meet anticipated future needs for planned commercial developments in central shopping districts, regional, community and neighborhood shopping centers.
  V. Provision of off-street parking in conjunction with commercial area development shall be fostered through commercial district establishments. Establishments will be encouraged through the districts to congregate in planned developments to the consumer and merchant's advantage.

  The zoning within this planning area will be based on the existing C1 (Neighborhood Commercial) zoning district. This district is designed to provide convenience goods and personal services for the development as well as the surrounding communities.

***Table 1: Table of Allowed Uses***

| Uses Allowed By Right | | |
|---|---|---|
| Residential | • Residential Facility: Assisted Living | • Residential Facility: Extended Medical Care |
| Recreation, Education, Public Assembly | | • Cultural Studio |
| Services | • ATM Machine | • Adult Day Care |
| | • Child Care: Commercial | |
| | • Copy Services | • Financial Institution |
| | • Maintenance Service | • Medical Services: Doctor Office |
| | • Medical Services: Urgent Care Clinic (< 12,000 gsf) | |
| | • Office: Small Scale (< 4,000 gsf) | • Office: Large Scale (4,000 gsf to 12,000 gsf) |
| | • Personal Services | • Repair Services: Household |
| Retail | • Artisan Shop | • Bakery |
| | • Bar, Lounge or Tavern | • Convenience Store |
| | • Convenience Store that sells beer and/or light wine for off-site consumption | |
| | • Convenience Store that sells beer, light wine and/or spirits for off-site consumption | |
| | • Equipment Rental: Indoor | |
| | • Outdoor Vending, Private Property | • Pharmacy (< 12,000 gsf) |
| | • Retail: Small Scale (< 4,000 gsf) | • Retail: Large Scale (4,000 gsf to 12,000 gsf) |
| **Uses Allowed with an Approved Conditional Use Permit** | | |
| Agriculture and Animals | | • Animal Clinic |
| Recreation, Education, Public Assembly | • Commercial Recreation Facility: Indoor | • Educational Facility |
| Services | • Medical Services: Laboratory | |
| Retail | • Convenience Store that sells beer and/or light wine for off-site consumption within 500' of a city owned park or trail | |
| | • Convenience Store that sells beer, light wine and/or spirits for off-site consumption within 500' of a city owned park or trail | |
| | • Gas Station | • Restaurant |
| | • Restaurant: Drive-Through | • Restaurant: Microbrewery |

- **<u>Planning Area 2 (Residential)</u>** - This planning area will encompass residential lots, alleys, houses, and areas where single family, townhomes, or attached homes shall be built or developed. This planning area is the largest of the three proposed planning areas and includes single family detached, and single family attached (2+ units).

  Goals of this planning area include the following:

  I. Provisions of adequate space at appropriate locations necessary to create an appropriate mix of housing alternatives for people of all lifestyles;
  II. Consideration to site selection and variety of choice;
  III. Prevention of congestion as much as possible by regulating population density, activity intensity and extent of building bulk in relation to area land use;
  IV. Control of structure height to provide light and air access through windows; and
  V. Promotion of desirable land use and development in order to protect district character and to conserve land and building value.

The zoning within this planning area will be based on the existing R2 (Medium Density Two Family and Townhomes Residential) zoning district. This district is designed to permit residential housing, whether single family detached or single-family attached.

**<u>Permitted Uses:</u>**

- Animal – Domestic or Household
- Community Garden
- Dwelling – Condominium, Modular, Single Family, Townhouse, Two-Family
- Library
- Park: Mini, Neighborhood, Community
- Child Care- Registered Family Home (5 children or less)
- Mobile Food Vendor

**<u>Conditional Uses:</u>**

- Botanical Garden
- Urban Farm
- Group Home
- Home Occupation Type B
- Community Center
- Educational Facility
- Golf Course
- Adult Day Care
- Child Care – Licensed Center
- Temporary Uses
- Child Care – Licensed Family Home (6-16 Children)
- Bed and Breakfast
- Public Safety Services
- Utility Facility
- Wireless Communication Facility (Cell Towers)

**Accessory Uses (Not the primary use):**

- Chicken, Hobby
- Dwelling – Accessory
- Home Occupation – Type A
- Solar Energy System
- Building Accessory – Nonresidential
- Donation Box

- **Planning Area 3 (Open Green Space)** – This planning area will encompass all the detention, drainage features, forested areas, natural areas, recreational features, and parks on-site. This planning area is designed to permit and encourage the minimum amount of development, protect natural features, encompass all common open space, and recreational features for the property.

These planning areas are further discussed in greater detail in Section E and Section F of this booklet, along with a map delineating each planning area.

This planning area will encompass all the detention, drainage features, forested areas, natural areas, recreational features, and parks on-site. This planning area is designed to permit and encourage the minimum amount of development, protect natural features, encompass all common open space, and recreational features for the property.

**Permitted Uses:**

- Botanical Garden
- Community Garden
- Greenhouse
- Plant Nursery
- Park: Mini, Neighborhood, Community
- Mobile Food Vendor

**Conditional Uses:**

- Outdoor Music Venue
- Public Safety Services
- Utility Facility
- Temporary Uses

**Accessory Uses (Not the primary use):**

- Solar Energy System
- Wind Energy System
- Building Accessory – Nonresidential
- Donation Box

## 401.10(d) Density Requirements for PUD district

Definition: Net residential acres - Gross acreage of the PUD site minus all public rights-of-way and less the area of all parcels or lots devoted to commercial, industrial, or institutional uses not of a residential nature. As it pertains to this PUD, the acreage shall omit Planning Area 1 and the public rights-of-way but include Planning Area 3.

Total Acreage: 95.22 Acres
Commercial: 12.51 Acres
Street R/W: 21.52 Acres
Net Residential Acres: 61.19 Acres

*All of the above acreages are approximate based on the site maps, and may vary slightly.

## 401.10(e)(1) PUD district permitted modifications

- **Planning Area 1 (Commercial)**
  a. Density shall not be regulated for this planning area. The size of the commercial buildings shall be limited by landscaping and off-street parking requirements as well as any additional large scale development requirements.

  b. Setbacks for this planning area shall be as follows:

| | Front | | Side | | Rear | |
|---|---|---|---|---|---|---|
| District | Parking in Front | No Parking in Front | Adjacent to Non-Residential District | Adjacent to Residential District | Adjacent to Non-Residential District | Adjacent to Residential District |
| Commercial | 50' | 20' | 7' | 15' | 20' | 25' |

  c. Building heights within this planning area shall not exceed 40 feet. Where greater than 40 feet is requested, the structure shall be setback an additional foot for each foot in excess of the maximum height allowed.
  d. Lot size shall not be smaller than 7,000 square feet.
  e. Lot width shall not be less than 70 feet.
  f. There shall be no minimum lot depth, but there shall be a maximum lot coverage of 50%.
  g. Landscaping: Landscaping shall be consistent with Article 1400 of the Bentonville Municipal Code.
  h. Parking: Parking shall be associated with the proposed use and will conform to Section 501 of the Bentonville Municipal Code.
  i. Street widths are requested per the included site drawings. All streets shall be public, except for the drive adjacent to the proposed clubhouse, with parking on both sides. That shall be private. Street sections vary in width and right of way but shall meet the minimum street sections for pavement depth, cross-slope, and base and subgrade requirements.
  j. Where allowed, rear and side loading shall be setback a minimum of 20’. Front-load garages shall be recessed a minimum of 10’ from the front elevation of the house, 30’ from the property line.

Additional Details

1. Architectural design standards: Architectural design standards of the proposed commercial use shall generally conform in architecture and material to the proposed residential planning area. These will be reviewed by The Architectural Control Committee (as outlined in the covenants) for final approval.

- **Planning Area 2 (Residential)**
  a. Density shall not be regulated for this planning area, except by the minimum lot sizes as indicated in the below tables.

  b. Building setbacks shall be as follows:

| Residential (R) Districts<br>Minimum Setback Standards | | | | | |
|---|---|---|---|---|---|
| District | Building Type | Front | Side | | Rear |
| | | | Interior | Exterior *** | |
| Residential District | >59' Detached SF Lot | 20' | 7' | 20' | 25' |
| Residential District | 45'-59' Detached SF Lot | 20' | 0'/7' * | 20' | 20' |
| Residential District | Attached SF Lot (Townhome) | 20' | 0'/5' ** | 20' | 20' |

For the 45’ to 59’ detached single family lots, a zero side setback is allowable as long as a 7’ side setback is proposed on the other property line.
** For the attached single family lots (townhomes), a zero side setback is allowed. At the end of the building, there shall be a minimum of 5’ to the lot line. A minimum of 10’ must be provided between buildings.
*** Exterior side setbacks shall be as measured to public streets only, not alleys. Where adjacent to alleys, a minimum of 5’ shall be provided.
Note: Setback shall be measured from the face of the building. Roof overhangs are permitted within the setback up to 24”.

  c. Buildings shall not exceed a 30’ plate height. Elevations are provided with this document detailing proposed heights. No building or structure may exceed this number, which will be enforced by the Architectural Control Committee.

  d. Lot size, (e.) width, and (f.) depth shall be as indicated in the following table.

| Residential District<br>Lot and Area Standards | | | | | | |
|---|---|---|---|---|---|---|
| District | Building Type | Min. Lot Area (SF) | Min. Land Area/ Dwelling Unit (SF) | Min. Lot Width | Max. Lot Coverage | |
| | | | | | Interior | Exterior/Corner |
| Residential District | Single Family | 4,000 | N/A | 30' | 60% | 65% |
| | Two-Family | 5,000 | N/A | 40' | 70% | 75% |
| | Townhouse-Unit | 1,500 | N/A | 15' | N/A | N/A |
| | All others not listed | 6,000 | N/A | 40' | 60% | 65% |

g. Landscaping: Landscaping shall be consistent with Article 1400 of the Bentonville Municipal Code.
h. Parking: Each unit shall be required to provide two off street parking spaces.
i. Street Widths: Street widths are requested per the included site drawings. All streets shall be public, except for the drive adjacent to the proposed clubhouse, with parking on both sides. That shall be private. Street sections vary in width and right of way but shall meet the minimum street sections for pavement depth, cross-slope, and base and subgrade requirements.
j. Garage Setback: Rear and side loading shall be setback a minimum of 20'. Front-load garages shall be recessed a minimum of 10' from the front elevation of the house, 30' minimally from the property line.

- **Planning Area 3 (Open Green Space)**
  a. Density shall not be regulated for this planning area, except by the minimum lot sizes as indicated in the below tables.
  b. Building setbacks shall be 30' for front, side, and rear setbacks.
  c. Building heights, where allowed, shall not exceed 40'.
  d. Lot Size: There shall be no minimum lot size.
  e. Lot Width: There shall be no minimum lot width.
  f. Lot Depth: There shall be no minimum lot depth.
  g. Landscaping: Landscaping shall be consistent with Article 1400 of the Bentonville Municipal Code.
  h. Parking: Parking shall be associated with the proposed use and will conform to Section 501 of the Bentonville Municipal Code.
  i. Street Widths: Street widths are requested per the included site drawings. All streets shall be public, except for the drive adjacent to the proposed clubhouse, with parking on both sides. That shall be private. Street sections vary in width and right of way but shall meet the minimum street sections for pavement depth, cross-slope, and base and subgrade requirements.
  j. Garages shall not be allowed within this planning area.

**401.10(f)(1) PUD Open Space Requirements**

a. *Minimum area devoted to Open Space*:
   - Required Open Space by Code: A minimum of 20% of the total project area, exclusive of public right-of-way and parking lots, shall be devoted to common open space.
     - Total Project Area : 95.22 acres
     - Public right-of-way: 21.52 acres
     - Commercial Lot Area: 12.51 Acres
     - Remainder: 61.19 Acres

   - Required Open Space: +/- 12.24 Acres (20%)
   - Provided Open Space: +/- 14.42 Acres (23.57%)

*b. Equitable Distribution:*
   - The proposed open space is equitably distributed throughout the entirety of the project. In the first two phases there is a dog park and open space area. In the middle of the site, the large open space is provided with walking trails and retention ponds. In the final two phases there is a linear park and pocket parks.

c. *Preservation:*
   - All area located within Planning Area 3 will be preserved in accordance with the aforementioned uses and restrictions. A property owners associations and restrictive covenants will be utilized to restrict and manage this area, inclusive of all landscaping and maintenance.

d. *Accessible:*
   - All open space within the proposed PUD shall be connected with a pedestrian network so that all residential and commercial units can fully access each area. These pathways shall be ADA compliant with ramps and warning devices as regulated per federal standards.

*e. Common Open Space Options:*
   - There are multiple open green space areas on-site. This includes a linear park, dog park, pocket park, and the large central area. All of these will be vegetated with interconnectivity to the entire site. The large central area will include walking retention areas with walking trails and benches. Other open space options might be included and are not limited to grilling areas, public pools, tennis courts, basketball courts, soccer fields or any of the uses which were previously defined under Planning Area 3.

*(f)(2) Parking Requirements*

Parking shall be in compliance with Article 501 Off-Street Parking and Loading. Additionally there is on-street parking for guests, parking areas near the clubhouse, and on-street parking near the open green space areas for guest and adjacent developments to utilize.

*(f)(3) Perimeter Requirements*
Setbacks, both internal and on the perimeter of the site shall be in accordance with 401.10(e)(1)

*(f)(3) Structural Design Standards*
The PUD shall meet the design standards for large scale developments in the subdivision code and the following structural design standards.

a. Residential buildings will have their main entrances oriented toward the adjoining street. There will be no residences that are perpendicular or angled.
b. All structures shall have a common architectural theme. All structures shall follow the example architecture included with this booklet. All homes will be reviewed for compliance by the owners.
c. Avoid unbroken building facades of more than 100 feet.
d. Provide human scale features, especially at street level.
e. Avoid unarticulated and monotonous building facades and window placement.
f. Provide a variety of building heights and varied roofline articulation.
g. Aluminum, vinyl or fiberglass siding or roofing materials on the facades or sides of the building shall not be visible from a public right-of-way.
h. Rear and side loading residential garages are encouraged and shall be setback a minimum of 20 feet. Front-loading garages shall be recessed a minimum of 10 feet, from the front elevation of the house and shall be setback a minimum of 30 feet from the front property line.

### 401.10(f)(2) PUD district prohibited modifications

Compliance with the development standards referenced in this code section will be demonstrated by way of the Large Scale Development submission.

### 401.10(g)(1) PUD districts common open space requirement

This proposal exceeds the minimum open space requirements for a PUD district.

### 401.10(g)(2) PUD district parking and off-street requirement

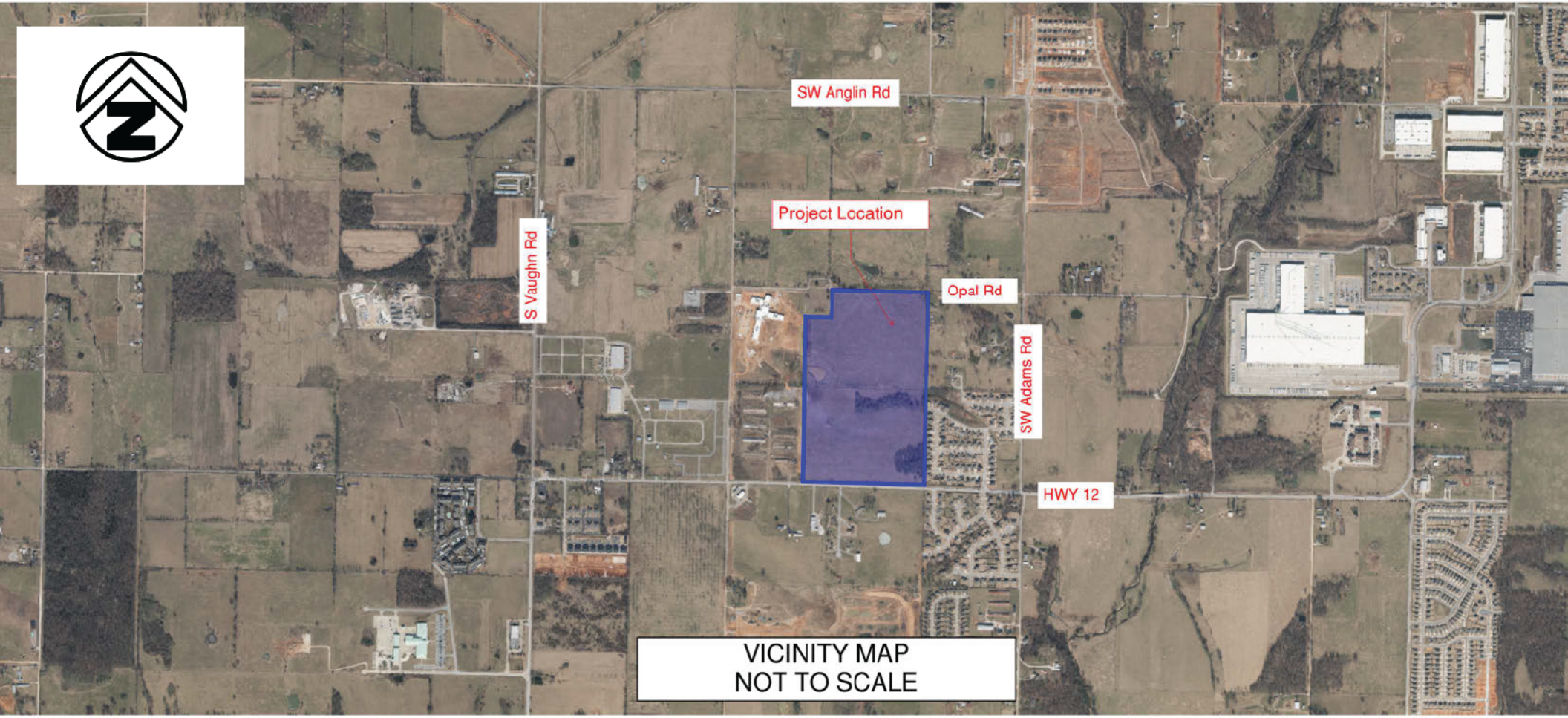
Compliance with the development standards referenced in this code section will be demonstrated by way of the Large Scale Development Surfaces.

### 401.10(g)(3) PUD district perimeter requirement

The master site plan is designed to ensure maximum compatibility with the surrounding land uses.

### 401.10(g)(4) PUD district structural design standard

Refer to Section 2D for documentation showing compliance with the structural design standards, such as elevations. Single-Family Lot's building materials will consist of brick, stone, lap siding, board and batten siding.




VICINITY MAP
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w:buffingtonhomesar.com

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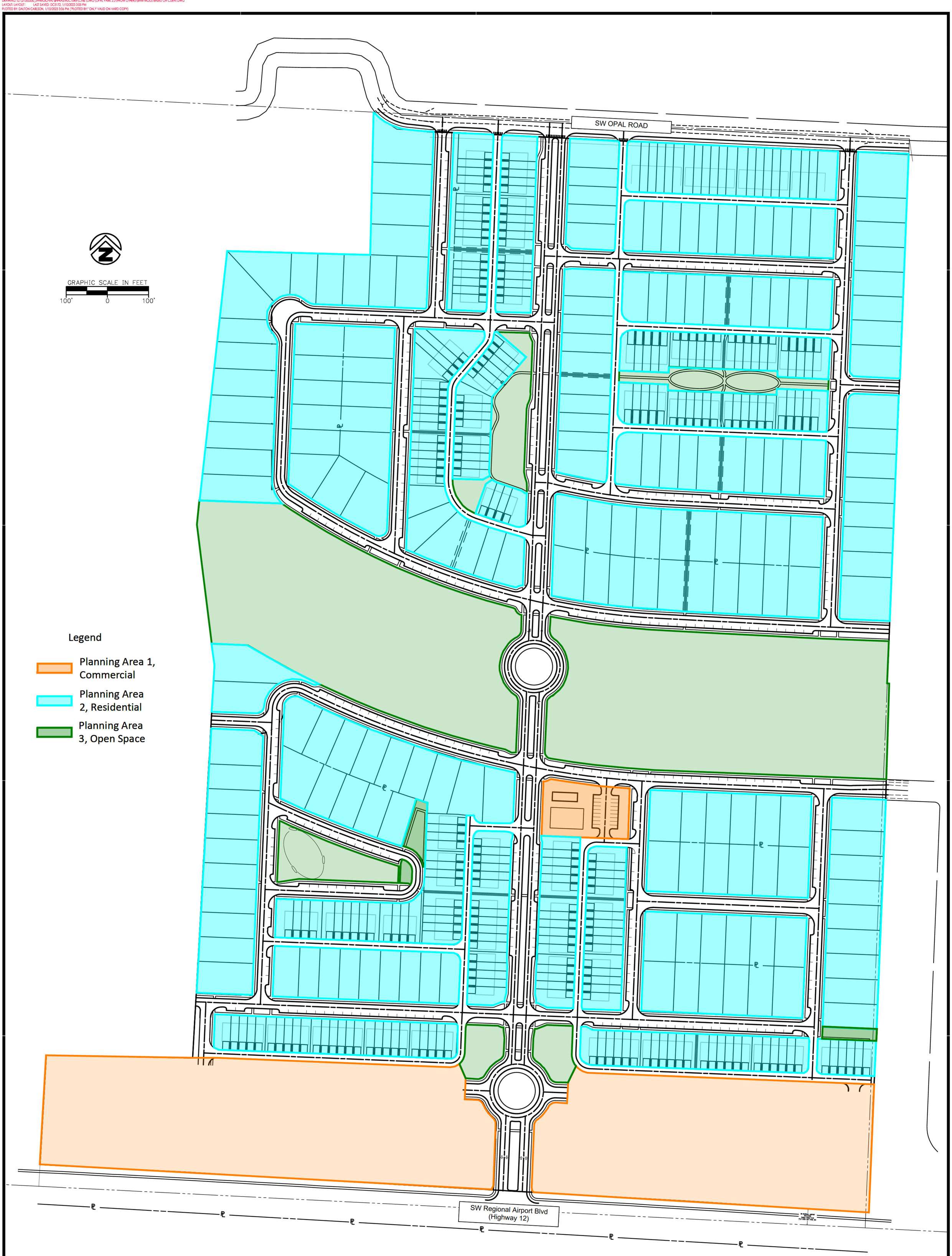


# Planning Area Map
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# Bentonville, AR

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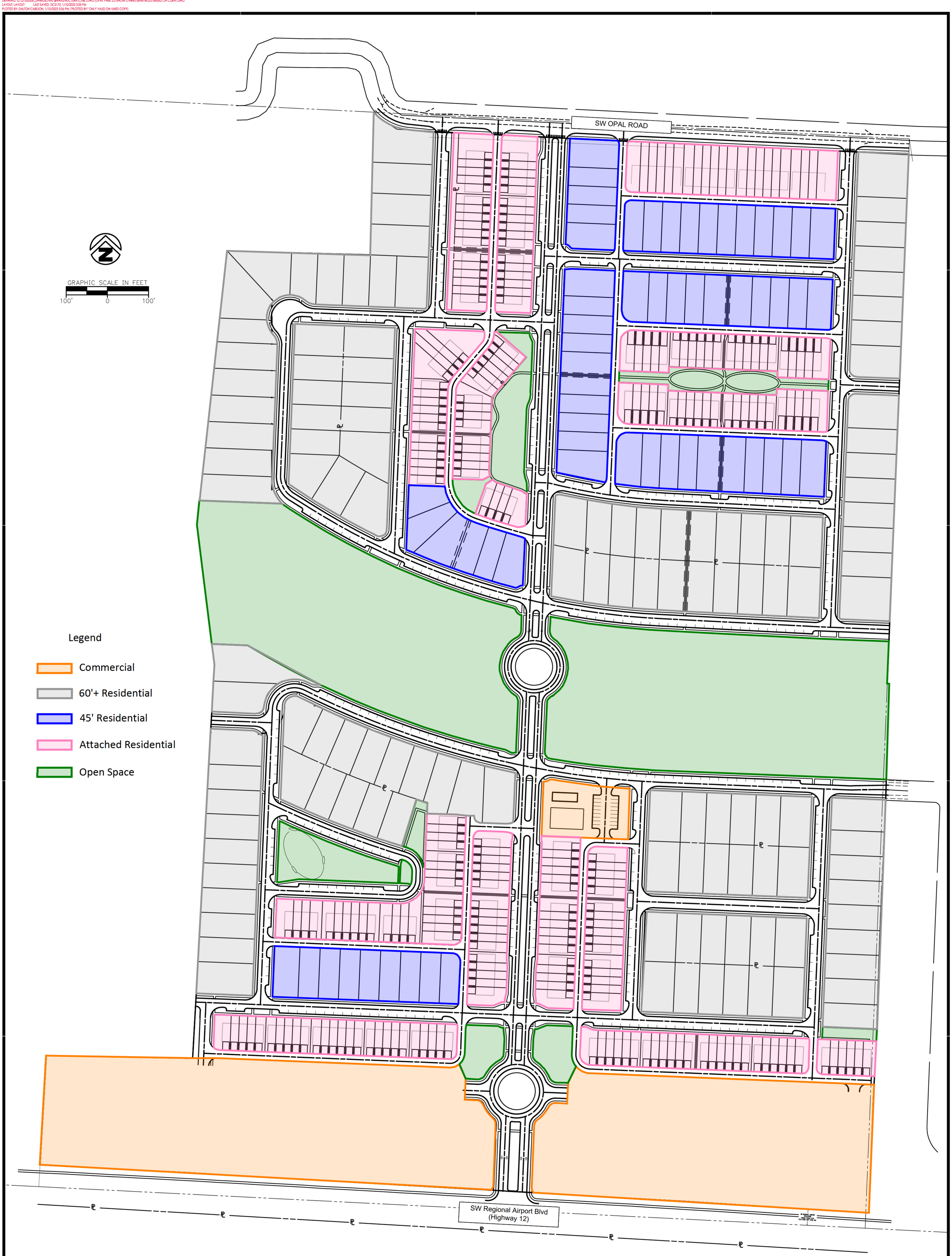


# Unit Mix Map
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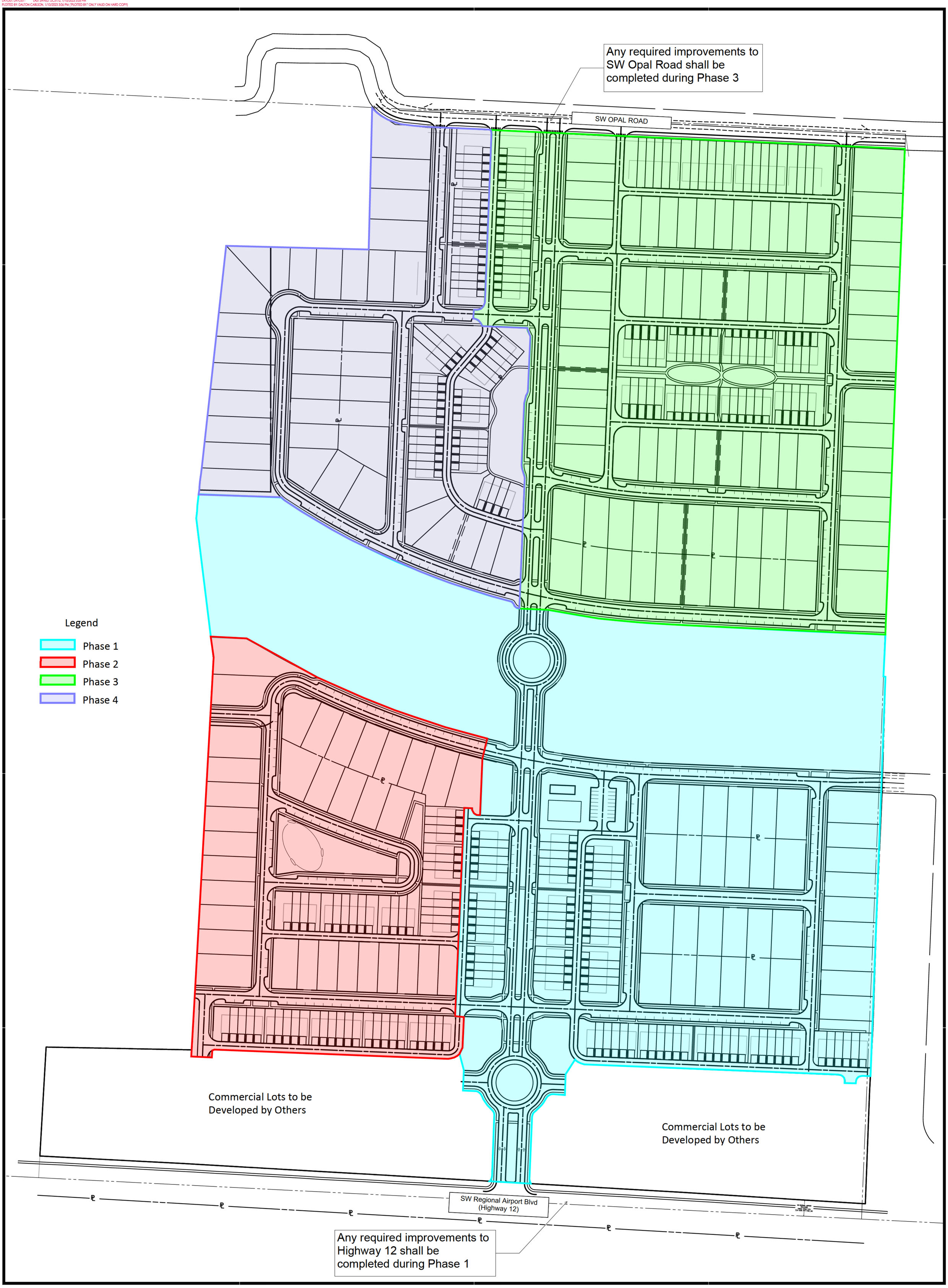


# Phasing Map
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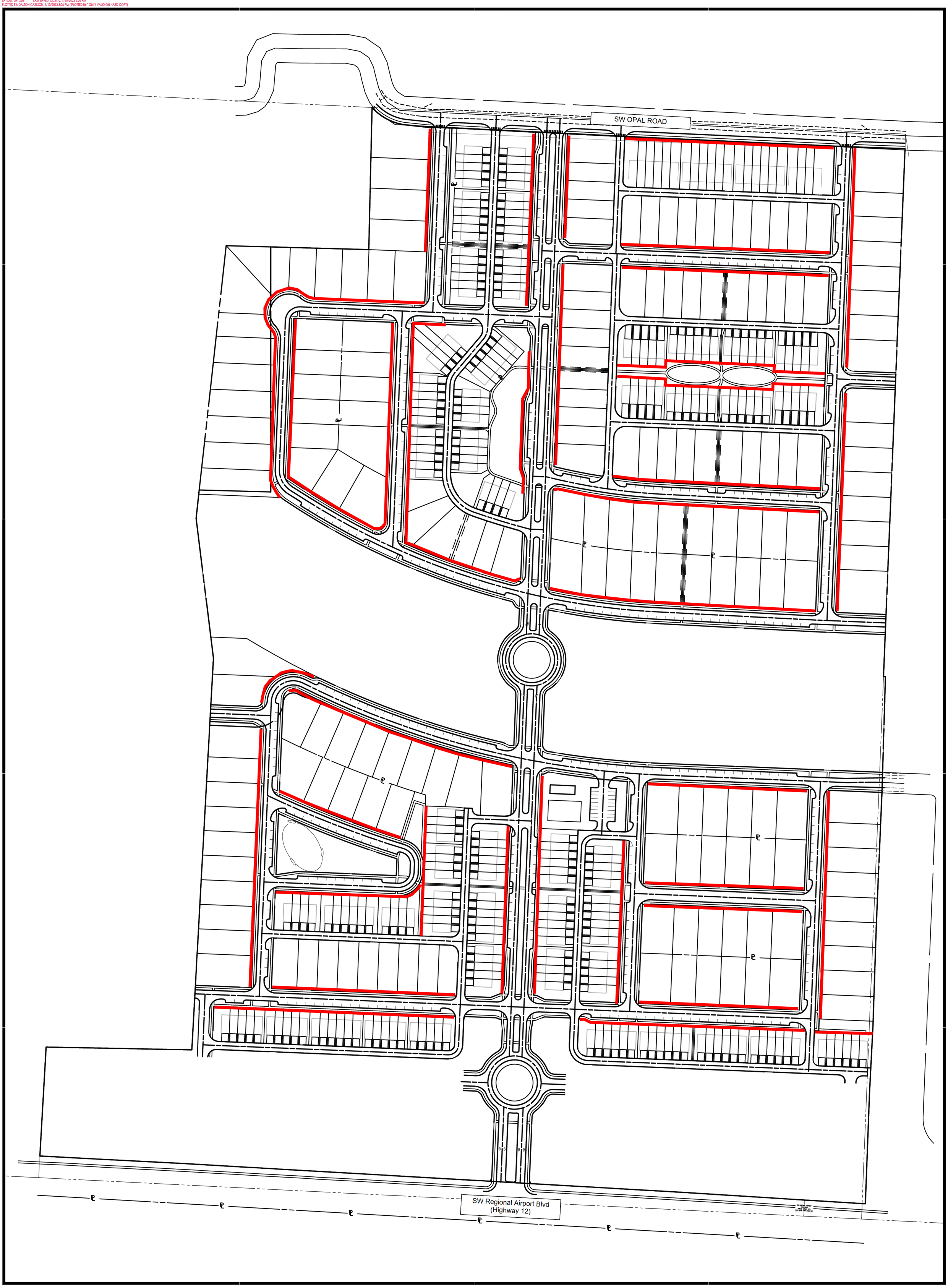


# Front of Unit Map
# Opal Park
# Bentonville, AR

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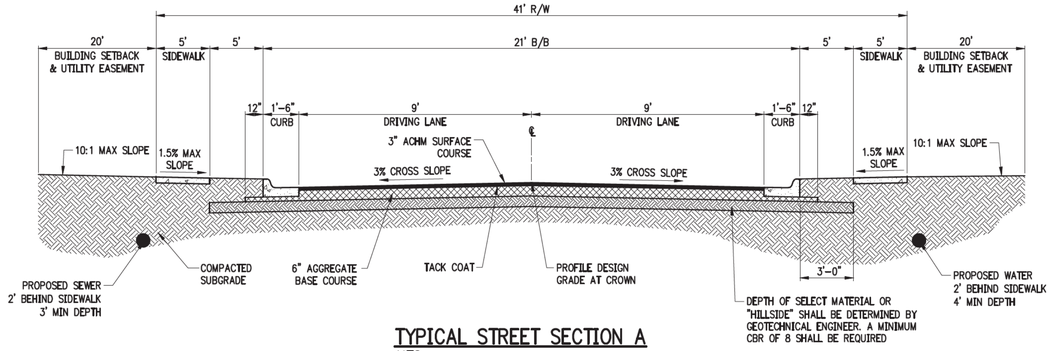
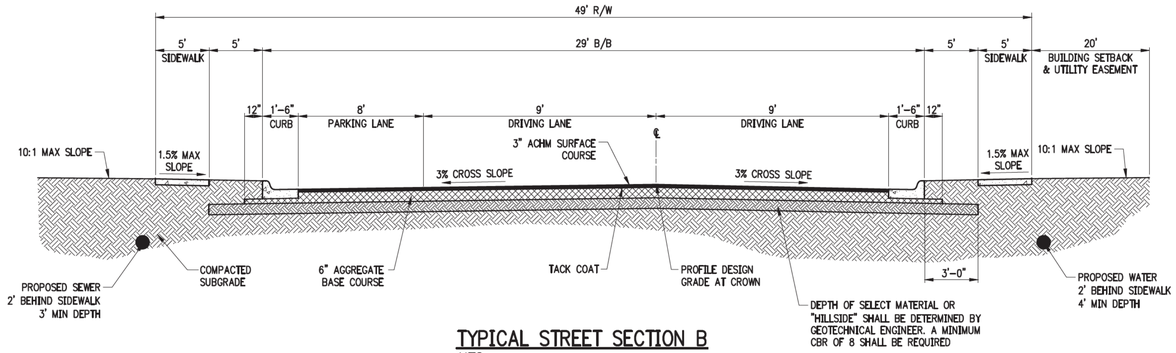



## TYPICAL STREET SECTION A
NTS

NOTES:
1. STAIRS ARE ALLOWABLE WITHIN THE BUILDING SETBACK AND UTILITY EASEMENT, BUT MUST BE A MINIMUM OF 10' FROM WATER OR SEWER INFRASTRUCTURE.
2. SEWER WILL BE LOCATED 2' BEHIND THE SIDEWALK AND A MINIMUM OF 3' BELOW FINAL GRADE.
3. WATER WILL BE LOCATED 2' BEHIND THE SIDEWALK AND A MINIMUM OF 4' BELOW FINAL GRADE.

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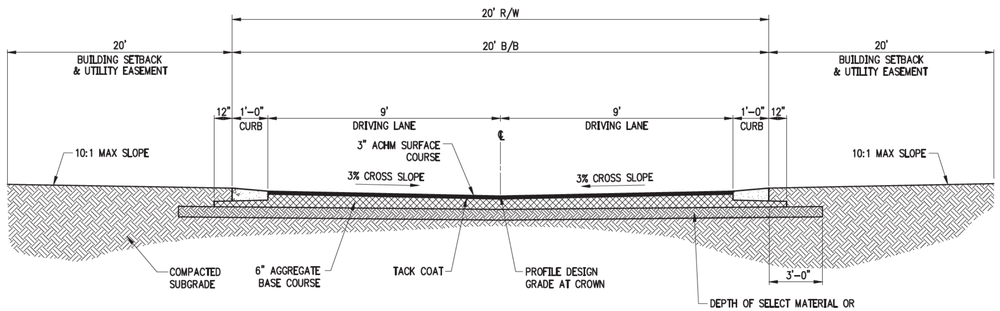


## TYPICAL STREET SECTION C
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ARKANSAS ENGINEER

OPAL PARK
BENTONVILLE, AR

Key Plan

| No | Description | Date |
|---|---|---|

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QC by:
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TYPICAL STREET SECTIONS 1 OF 2

C-801

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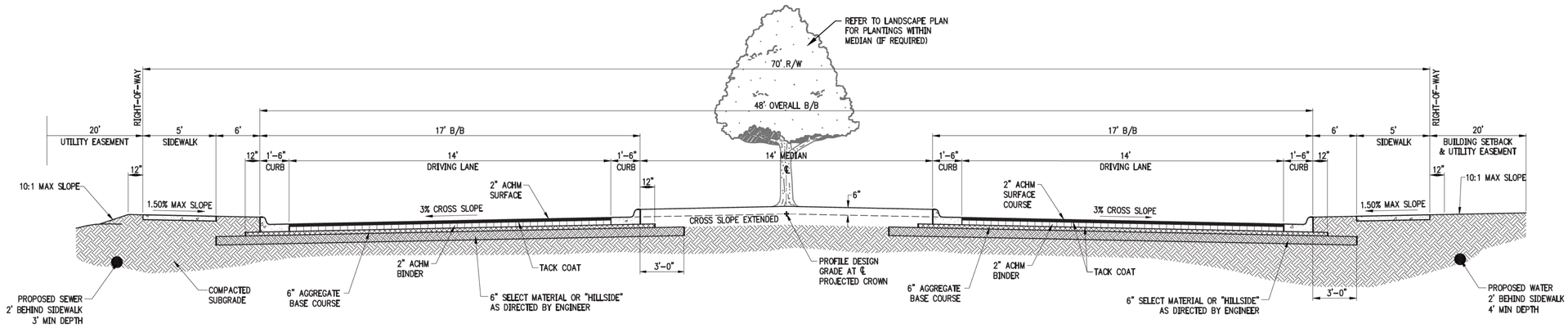


## TYPICAL STREET SECTION D
NTS

NOTES:
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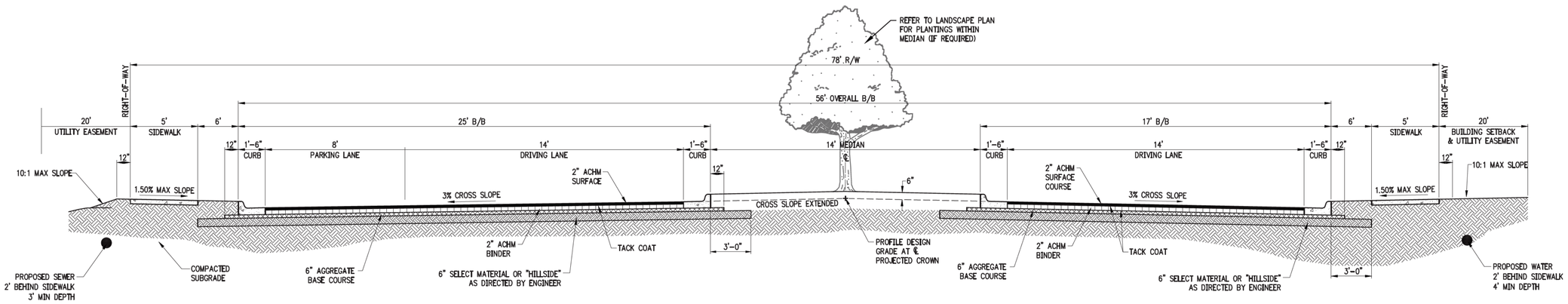
2. SEWER WILL BE LOCATED 2' BEHIND THE SIDEWALK AND A MINIMUM OF 3' BELOW FINAL GRADE.
3. WATER WILL BE LOCATED 2' BEHIND THE SIDEWALK AND A MINIMUM OF 4' BELOW FINAL GRADE.




## TYPICAL STREET SECTION E
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ARKANSAS ENGINEER

OPAL PARK
BENTONVILLE, AR

Key Plan

| No | Description | Date |
|---|---|---|

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QC by:
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C-802

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pn

BUFFINGTON HOMES
OF ARKANSAS

| GRAMERCY | | | | |
|---|---|---|---|---|
| ELEVATION | A | B | C | D |
| SQFT | 2266+ | 2241+ | 2241+ | 2266+ |
| BuffingtonHomesAR.com | | | | |

BUFFINGTON HOMES
OF ARKANSAS

| ASPEN | | | | |
|---|---|---|---|---|
| ELEVATION | A | B | C | D |
| SQFT | 1758+ | 1766+ | 1758+ | 1767+ |

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BUFFINGTON HOMES
OF ARKANSAS

| PRESTON | | | | |
|---|---|---|---|---|
| ELEVATION | A | B | C | D |
| SQFT | 2138+ | 2147+ | 2153+ | 2146+ |

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BUFFINGTON HOMES
OF ARKANSAS

| DOGWOOD | | | | |
|---|---|---|---|---|
| ELEVATION | A | B | C | D |
| SQFT | 1882+ | 1882+ | 1882+ | 1882+ |

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BUFFINGTON HOMES
OF ARKANSAS

| MAPLE | | | | |
|---|---|---|---|---|
| ELEVATION | A | B | C | D |
| SQFT | 1905+ | 1905+ | 1905+ | 1905+ |

BuffingtonHomesAR.com

# 4-Unit 3-Story Bldg

Modern Farmhouse A

# 6-Unit 3-Story Bldg

Modern Farmhouse A

BUFFINGTON HOMES

**NEW TOWNHOMES**
21107
AA26002897
11.18.21
©2021 Housing Design Matters

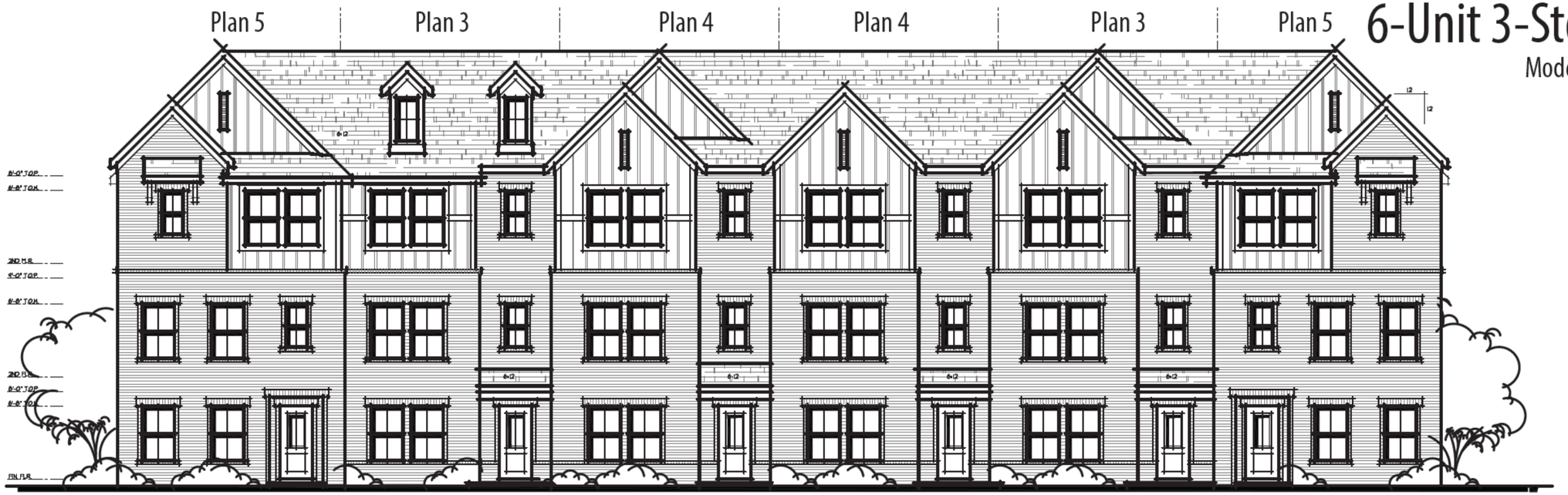
HOUSING DESIGN MATTERS

# 4-Unit 3-Story Bldg

Modern Farmhouse B

# 6-Unit 3-Story Bldg

Modern Farmhouse B




BUFFINGTON HOMES

**NEW TOWNHOMES**
21107
AA26002897
11.18.21
©2021 Housing Design Matters

HOUSING DESIGN MATTERS

**ORDINANCE NO. _____**

**AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF A-1, AGRICULTURE TO PUD, PLANNED UNIT DEVELOPMENT; AND FOR OTHER PURPOSES.**
**(PROJECT NUMBER: PUD22-0003)**

**WHEREAS**, Buffington Barron, 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, AGRICULTURE to PUD, PLANNED UNIT DEVELOPMENT to be used in accordance with city zoning laws and state laws, which property is described as follows:

LOT 2 OF OPAL SUBDIVISION, TO THE CITY OF BENTONVILLE, ARKANSAS, AS SHOWN ON PLAT BOOK 2017, PAGE 462, OF THE RECORDS OF BENTON COUNTY, ARKANSAS.

AND

PART OF THE SW 1/4 OF THE SE 1/4 OF SECTION 16, TOWNSHIP 19 NORTH, RANGE 31 WEST OF THE FIFTH PRINCIPAL MERIDIAN, BENTON COUNTY, ARKANSAS, AND BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF THE SW 1/4 OF THE SE 1/4 OF SECTION 16, TOWNSHIP 19 NORTH, RANGE 31 WEST, AND RUN THENCE ALONG THE NORTH LINE OF SAID SW 1/4 OF THE SE 1/4, S 87°08'32" E 4.70 FEET TO A STEEL REBAR PIN; THENCE S 01°44'22" W 283.18 FEET TO A STEEL REBAR PIN; THENCE S 02°24'34" W 330.00 FEET TO A STEEL REBAR PIN; THENCE S 01°55'16" W 240.03 FEET TO A STEEL REBAR PIN; THENCE S 02°58'28" W 159.99 FEET TO A STEEL REBAR PIN; THENCE S 02°11'17" W 275.31 FEET TO A STEEL REBAR PIN SET ON THE NORTH RIGHT OF WAY OF SW REGIONAL AIRPORT BOULEVARD AS SHOWN ON THE FINAL PLAT OF NORTH FORK ADDITION; THENCE N 86°17'56" W ALONG SAID RIGHT OF WAY LINE 7.72 FEET TO THE WEST LINE OF SAID SW 1/4 OF THE SE 18/4; THENCE ALONG SAID WEST LINE, N 02°19'42" E 1288.33 FEET TO THE POINT OF BEGINNING. SUBJECT TO EASEMENTS, RIGHT-OF-WAYS, AND PROTECTIVE COVENANTS OF RECORD, IF ANY. SUBJECT TO ALL PRIOR MINERAL RESERVATIONS AND OIL AND GAS LEASES, IF ANY.

AND

A PART OF LOT NUMBER 1 OF OPAL SUBDIVISION IN THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2017 AT PAGE 462 IN THE RECORDS OF BENTON COUNTY, ARKANSAS. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE EAST BOUNDARY OF SAID LOT 1, SAID POINT ALSO BEING THE SW CORNER OF BARRON CEMETERY; THENCE WITH SAID EAST

BOUNDARY THE FOLLOWING THREE (3) CALLS: SOUTH 88°24'51" EAST WITH THE SOUTH LINE OF SAID BARRON CEMETERY, 108.65 FEET; LEAVING CEMETERY SOUTH 00°00'1" EAST, 597.29 FEET; NORTH 88°28'19" WEST, 174.41 FEET; THENCE LEAVING SAID EAST BOUNDARY OF SAID LOT 1 NORTH 06°17'53" EAST, 599.26 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.94 ACRES, MORE OR LESS. SUBJECT TO EASEMENTS, RIGHT-OF-WAYS, AND PROTECTIVE COVENANTS OF RECORD, IF ANY. SUBJECT TO ALL PRIOR MINERAL RESERVATIONS AND OIL AND GAS LEASES, IF ANY.

**WHEREAS**, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held March 7th, 2023 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, AGRICULTURE to PUD, PLANNED UNIT DEVELOPMENT.

**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 A-1, AGRICULTURE to PUD, PLANNED UNIT DEVELOPMENT to be used in accordance with the city zoning laws and state laws;

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

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

**PASSED AND APPROVED this_____ day of _____, 2023.**

**APPROVED:**

_____

**Stephanie Orman, Mayor**

**ATTEST:**

_____

**Kirby Romines, City Clerk**

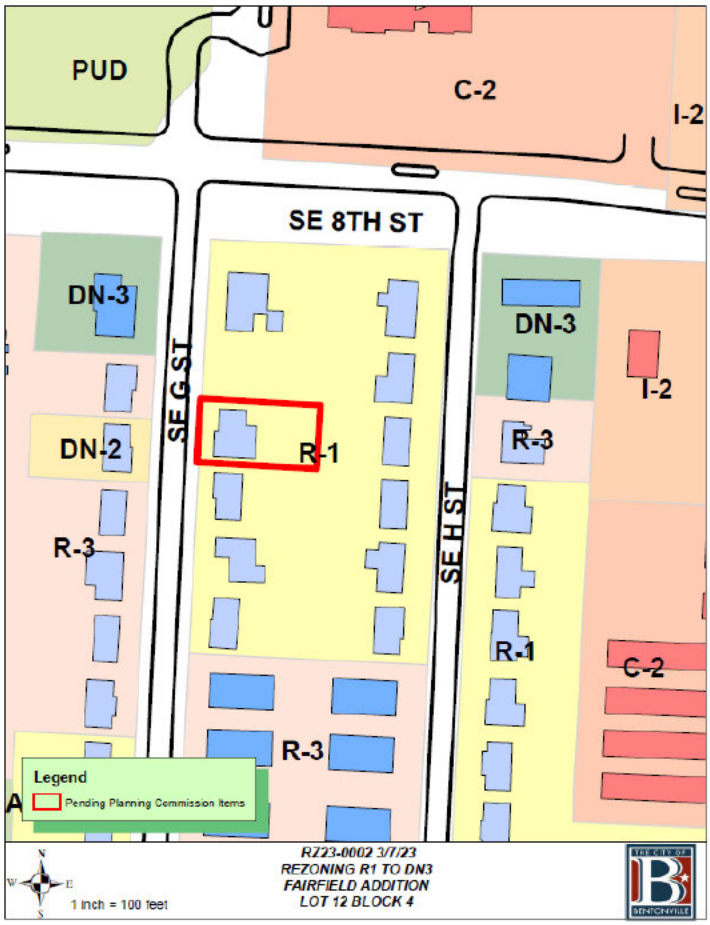
# Seventh Living LLC

805 SE G Street
**PC Date:** 3/7/2023
**Reviewer:** Bradley Gavrielides, Planning Technician

| | |
|---|---|
| **Project Number** | RZ23-0002 |
| **Applicant / Current Owner** | Muni Jampana / Seventh Living, LLC |
| **Site Area** | +/- 0.24 acres |
| **Current Zoning** | R-1, Single Family Residential |
| **Requested Zoning** | DN-3, Downtown High Density Residential |
| **Current Future Land Use Map Designation** | Medium Density Residential (MDR) |
| **Requested Future Land Use Map Designation** | High Density Residential (HDR) |

https://arcg.is/08HvK8

**Location Map**




**Property Description**
This property is located at 805 SE G Street. It is currently zoned R-1, Single Family Residential. It contains an existing single-family residential structure. Adjacent zonings are R-1, Single Family Residential to the north, south and east and R-3, DN-2, and one DN-3 to the west. The applicant is requesting the rezone to increase density in the areas close to 8th Street Market, the Walmart Campus, and other amenities.

**Relationship to the General Plan**
The Future Land Use Plan depicts this property as Medium Density Residential (MDR) and is surrounded by Low Density Residential, with Medium-High density Multifamily residential across the street. 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 applicant is also requesting a Future Land Use Amendment from Medium-Density residential to High-Density residential.

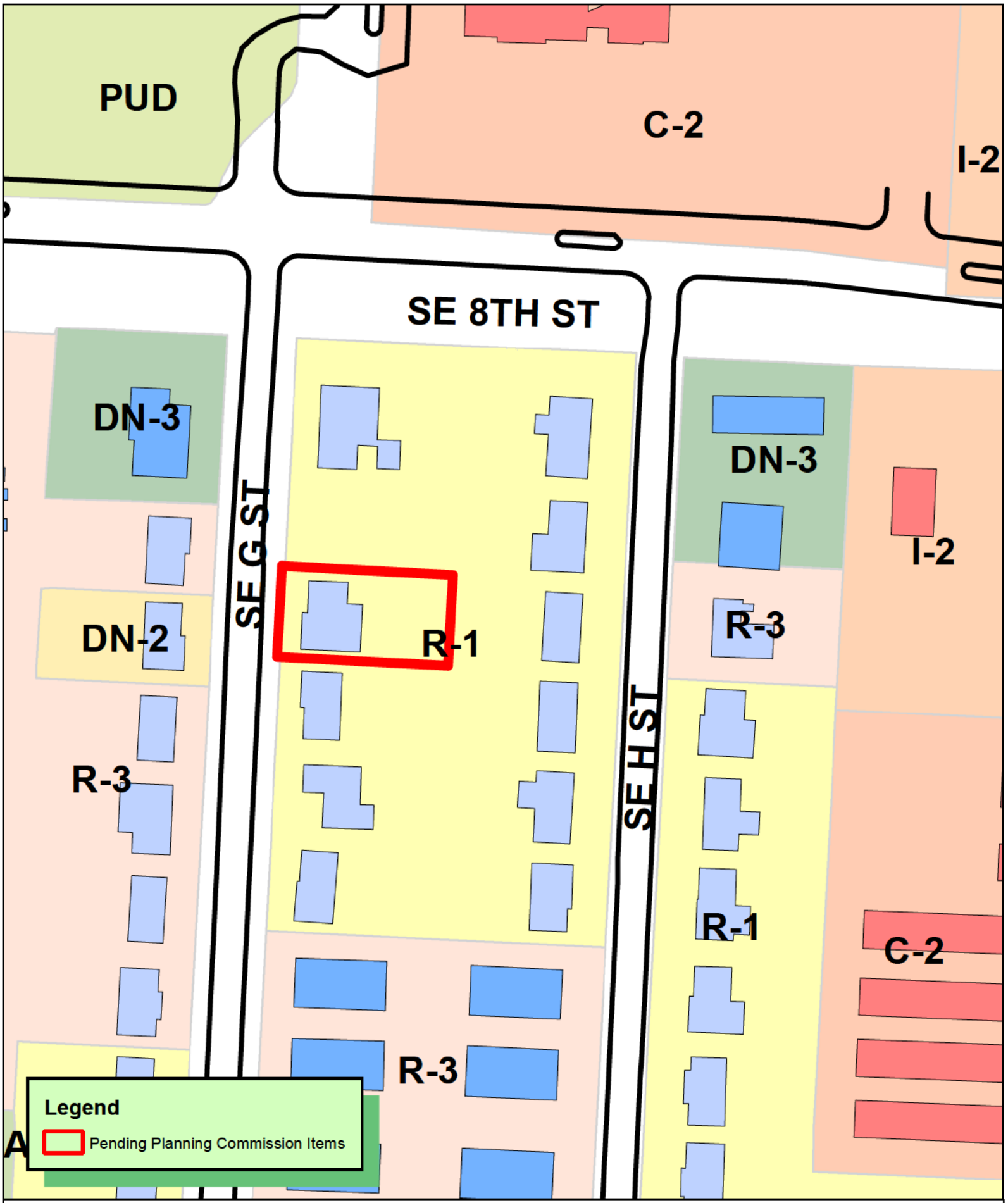
**Public Comment**
Staff has NOT received public comment regarding this request.

**Analysis**
The intent of the DN-3 district is to allow for an increased neighborhood density through the development of small-lot single-family housing and townhouses throughout the district. These areas tend to be adjacent to downtown commercial uses. In some instances, such as at the ends of blocks, multi-family apartment buildings may be an appropriate use in this district.

The proposed zoning of DN-3 is not consistent with the Future Land Use Plan. DN-3 is a higher density residential district, and the surrounding existing and future land use is medium to medium-high density. The nearest location of higher density residential land use is on corner properties along 8th Street. Rezoning this property to DN-3 sets a precedence in moving higher density into the interior of neighborhoods than in the Future Land Use Plan.

The property is adjacent to a DN-2 property and R-3, Medium Density Residential is within the same block. The property fronts a Local Street per the Master Street Plan, which carries a lower amount of traffic than a Collector Street.

**Conclusion**
While this request is not consistent with the Future Land Use Plan or surrounding zoning districts, it is consistent with some of the uses of the surrounding zoning districts and development patterns located in the vicinity, such as The Momentary and 8th Street Market.

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1 inch = 100 feet

*RZ22-0002 3/7/23*
*REZONING R1 TO DN3*
*FAIRFIELD ADDITION*
*LOT 12 BLOCK 4*

THE CITY OF BENTONVILLE

**RESOLUTION NO. _____**

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

**(PROJECT NUMBER: RZ23-0002)**

**WHEREAS**, Seventh Living 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 MEDIUM-DENSITY RESIDENTIAL to HIGH-DENSITY RESIDENTIAL, which property is described as follows:

LOT 12, BLOCK 4, FAIRFIELD ADDITION, BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT RECORD "O" AT PAGE 351.

**WHEREAS**, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held March 7, 2023 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 MEDIUM-DENSITY RESIDENTIAL to HIGH-DENSITY RESIDENTIAL on the City of Bentonville Future Land Use Map;

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 _____, 2023.**

**APPROVED:**

_____

**Stephanie Orman, Mayor**

**ATTEST:**

_____

**Kirby Romines, City Clerk**

**ORDINANCE NO. _____**

**AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL TO DN-3, DOWNTOWN HIGH DENSITY RESIDENTIAL; AND FOR OTHER PURPOSES.**

**(PROJECT NUMBER: RZ23-0002)**

**WHEREAS**, Seventh Living 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-3, DOWNTOWN HIGH DENSITY RESIDENTIAL to be used in accordance with city zoning laws and state laws, which property is described as follows:

LOT 12, BLOCK 4, FAIRFIELD ADDITION, BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT RECORD "O" AT PAGE 351.

**WHEREAS**, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held March 7, 2023 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-3, DOWNTOWN HIGH 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-3, DOWNTOWN HIGH DENSITY RESIDENTIAL to be used in accordance with the city zoning laws and state laws;

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

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

**PASSED AND APPROVED this_____ day of _____, 2023.**

**APPROVED:**

_____

**Stephanie Orman, Mayor**

**ATTEST:**

_____

**Kirby Romines, City Clerk**

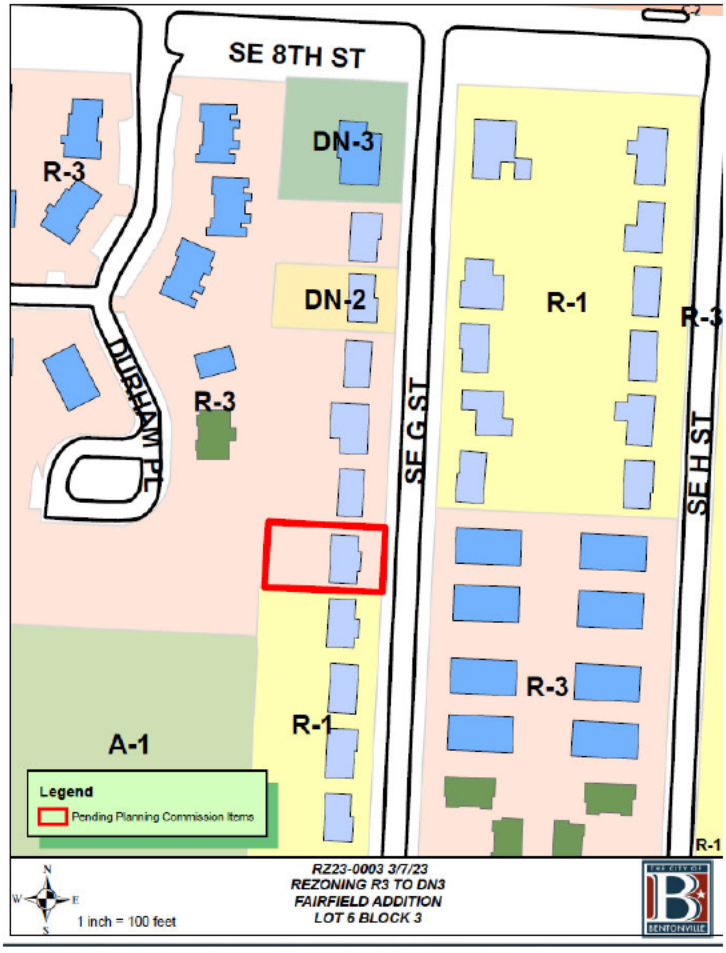
# Seventh Living LLC

814 SE G Street
**PC Date:** 3/7/2023
**Reviewer:** Bradley Gavrielides, Planning Technician

| | |
|---|---|
| **Project Number** | RZ23-0003 |
| **Applicant / Current Owner** | Muni Jampana / Seventh Living, LLC |
| **Site Area** | +/- 0.24 acres |
| **Current Zoning** | R-3, Medium Density Residential |
| **Requested Zoning** | DN-3, Downtown High Density Residential |
| **Current Future Land Use Map Designation** | Medium Density Residential (MDR) |
| **Requested Future Land Use Map Designation** | High Density Residential (HDR) |

https://arcg.is/08HvK8

**Location Map**




**Property Description**
This property is located at 814 SE G Street. It is currently zoned R-3, Medium Density Residential. It contains an existing single-family residential structure. Adjacent zonings are R-1, Single Family Residential to the south and R-3 to the north, east, and west. The applicant is requesting the rezone to increase density in the areas close to 8th Street Market, the Walmart Campus, and other amenities.

**Relationship to the General Plan**
The Future Land Use Plan depicts this property as Medium Density Residential (MDR) and is surrounded by Low Density Residential and Medium-High density Multifamily 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 applicant is also requesting a Future Land Use Amendment from Medium-Density residential to High-Density residential.

**Public Comment**
Staff has received public comment regarding this request.

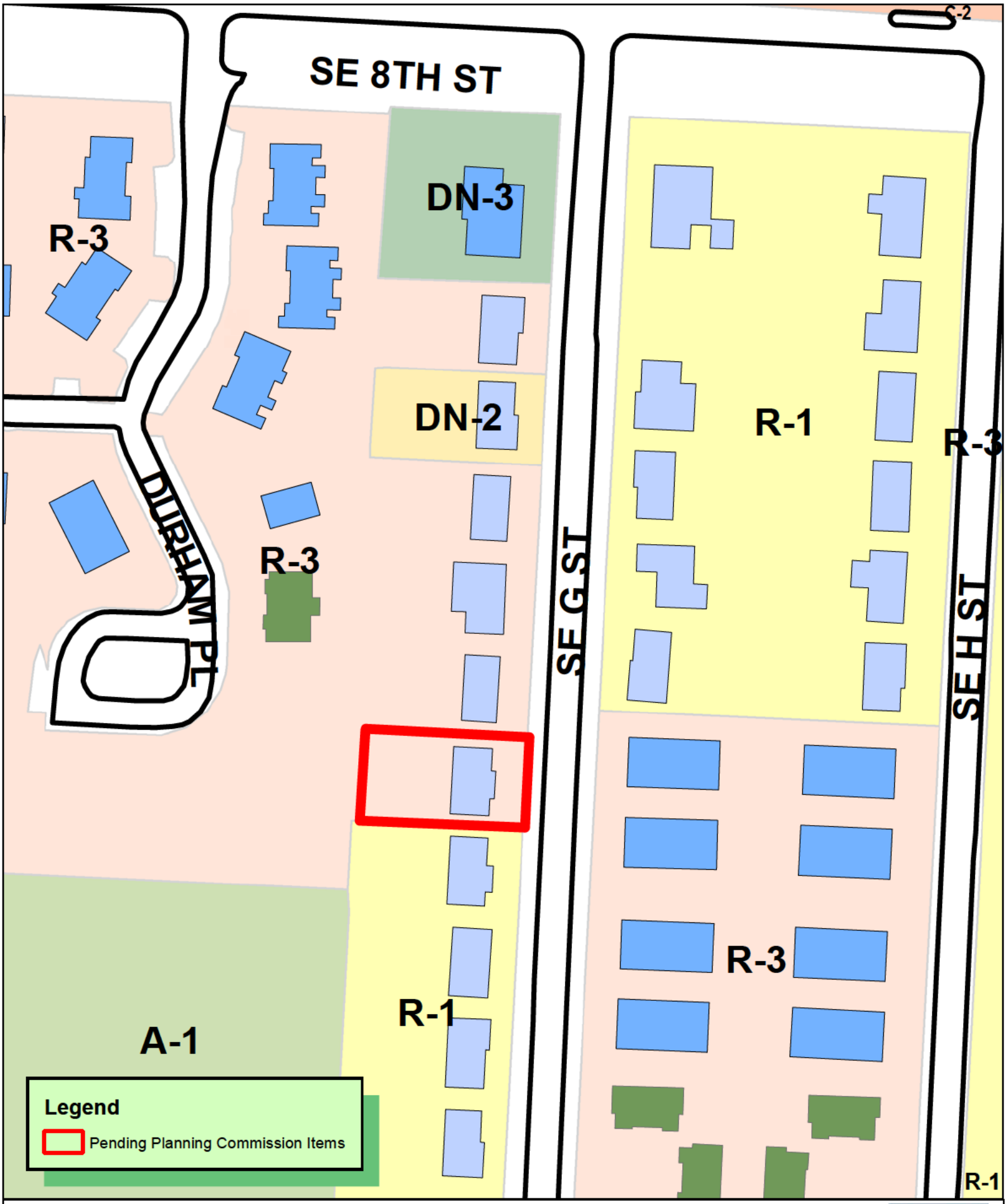
**Analysis**
The intent of the DN-3 district is to allow for an increased neighborhood density through the development of small-lot single-family housing and townhouses throughout the district. These areas tend to be adjacent to downtown commercial uses. In some instances, such as at the ends of blocks, multi-family apartment buildings may be an appropriate use in this district.

The proposed zoning of DN-3 is not consistent with the Future Land Use Plan. DN-3 is a higher density residential district, and the surrounding existing and future land use is medium to medium-high density. The nearest location of higher density residential land use is on corner properties along 8th Street. Rezoning this property to DN-3 sets a precedence in moving higher density into the interior of neighborhoods than in the Future Land Use Plan.

The property is adjacent to R-3 property and DN-2, Downtown Medium Density Residential is within the same block. The property fronts a Local Street per the Master Street Plan, which carries a lower amount of traffic than a Collector Street.

**Conclusion**

While this request is not consistent with the Future Land Use Plan or surrounding zoning districts, it is consistent with some of the uses of the surrounding zoning districts and development patterns located in the vicinity, such as The Momentary and 8th Street Market.

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1 inch = 100 feet

*RZ22-0003 3/7/23*
*REZONING R3 TO DN3*
*FAIRFIELD ADDITION*
*LOT 6 BLOCK 3*

THE CITY OF BENTONVILLE

**RESOLUTION NO. _____**

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

**(PROJECT NUMBER: RZ23-0003)**

**WHEREAS**, Seventh Living 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 MEDIUM-DENSITY RESIDENTIAL to HIGH-DENSITY RESIDENTIAL, which property is described as follows:

LOT 6, BLOCK 3, IN FAIRFIELD ADDITION, TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT RECORD "O" AT PAGE 351.

**WHEREAS**, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held March 7, 2023 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 MEDIUM-DENSITY RESIDENTIAL to HIGH-DENSITY RESIDENTIAL on the City of Bentonville Future Land Use Map;

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 _____, 2023.**

**APPROVED:**

_____

**Stephanie Orman, Mayor**

**ATTEST:**

_____

**Kirby Romines, City Clerk**

**ORDINANCE NO. _____**

**AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL TO DN-3, DOWNTOWN HIGH DENSITY RESIDENTIAL; AND FOR OTHER PURPOSES.**

**(PROJECT NUMBER: RZ23-0003)**

**WHEREAS**, Seventh Living 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-3, DOWNTOWN HIGH DENSITY RESIDENTIAL to be used in accordance with city zoning laws and state laws, which property is described as follows:

LOT 6, BLOCK 3, IN FAIRFIELD ADDITION, TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT RECORD "O" AT PAGE 351.

**WHEREAS**, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held March 7, 2023 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-3, DOWNTOWN HIGH 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-3, DOWNTOWN HIGH DENSITY RESIDENTIAL to be used in accordance with the city zoning laws and state laws;

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

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

**PASSED AND APPROVED this_____ day of _____, 2023.**

**APPROVED:**

_____

**Stephanie Orman, Mayor**

**ATTEST:**

_____

**Kirby Romines, City Clerk**

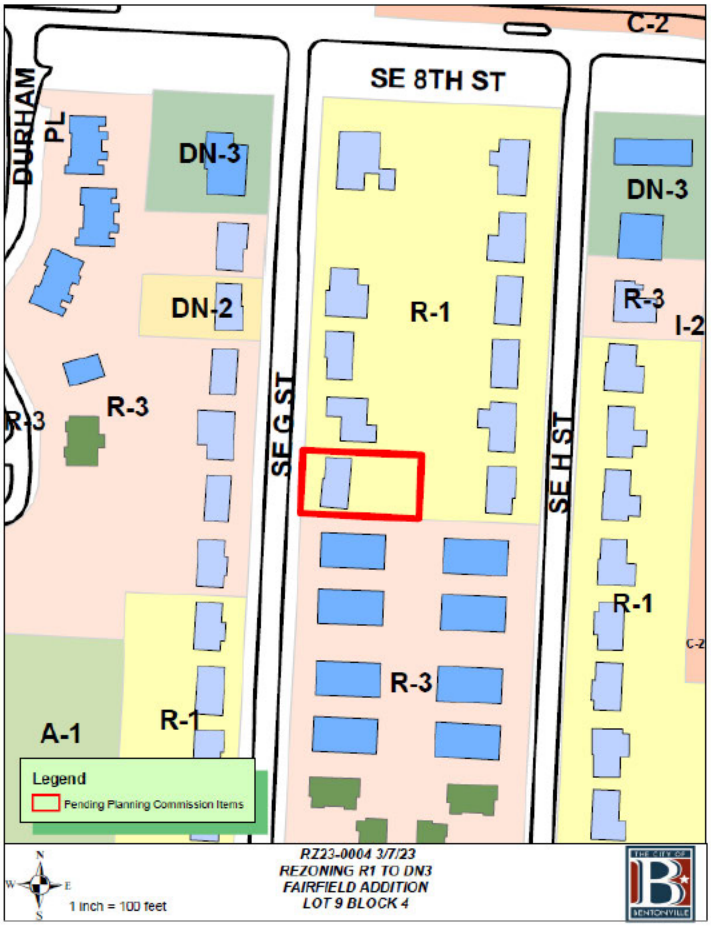
# Borra Revocable Living Trust

811 SE G Street
**PC Date:** 3/7/2023
**Reviewer:** Bradley Gavrielides, Planning Technician

| | |
|---|---|
| **Project Number** | RZ23-0004 |
| **Applicant / Current Owner** | Muni Jampana / Seventh Living, LLC |
| **Site Area** | +/- 0.24 acres |
| **Current Zoning** | R-1, Single Family Residential |
| **Requested Zoning** | DN-3, Downtown High Density Residential |
| **Current Future Land Use Map Designation** | Medium Density Residential (MDR) |
| **Requested Future Land Use Map Designation** | High Density Residential (HDR) |

https://arcg.is/08HvK8

**Location Map**




**Property Description**
This property is located at 805 SE G Street. It is currently zoned R-1, Single Family Residential. It contains an existing single-family residential structure. Adjacent zonings are R-1, Single Family Residential to the north and east and R-3 to the south and west. The applicant is requesting the rezone to increase density in the areas close to 8th Street Market, the Walmart Campus, and other amenities.

**Relationship to the General Plan**
The Future Land Use Plan depicts this property as Medium Density Residential (MDR) and is surrounded by Low Density Residential, with Medium-High density Multifamily residential across the street. 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 applicant is also requesting a Future Land Use Amendment from Medium-Density residential to High-Density residential.

**Public Comment**
Staff has NOT received public comment regarding this request.

**Analysis**
The intent of the DN-3 district is to allow for an increased neighborhood density through the development of small-lot single-family housing and townhouses throughout the district. These areas tend to be adjacent to downtown commercial uses. In some instances, such as at the ends of blocks, multi-family apartment buildings may be an appropriate use in this district.

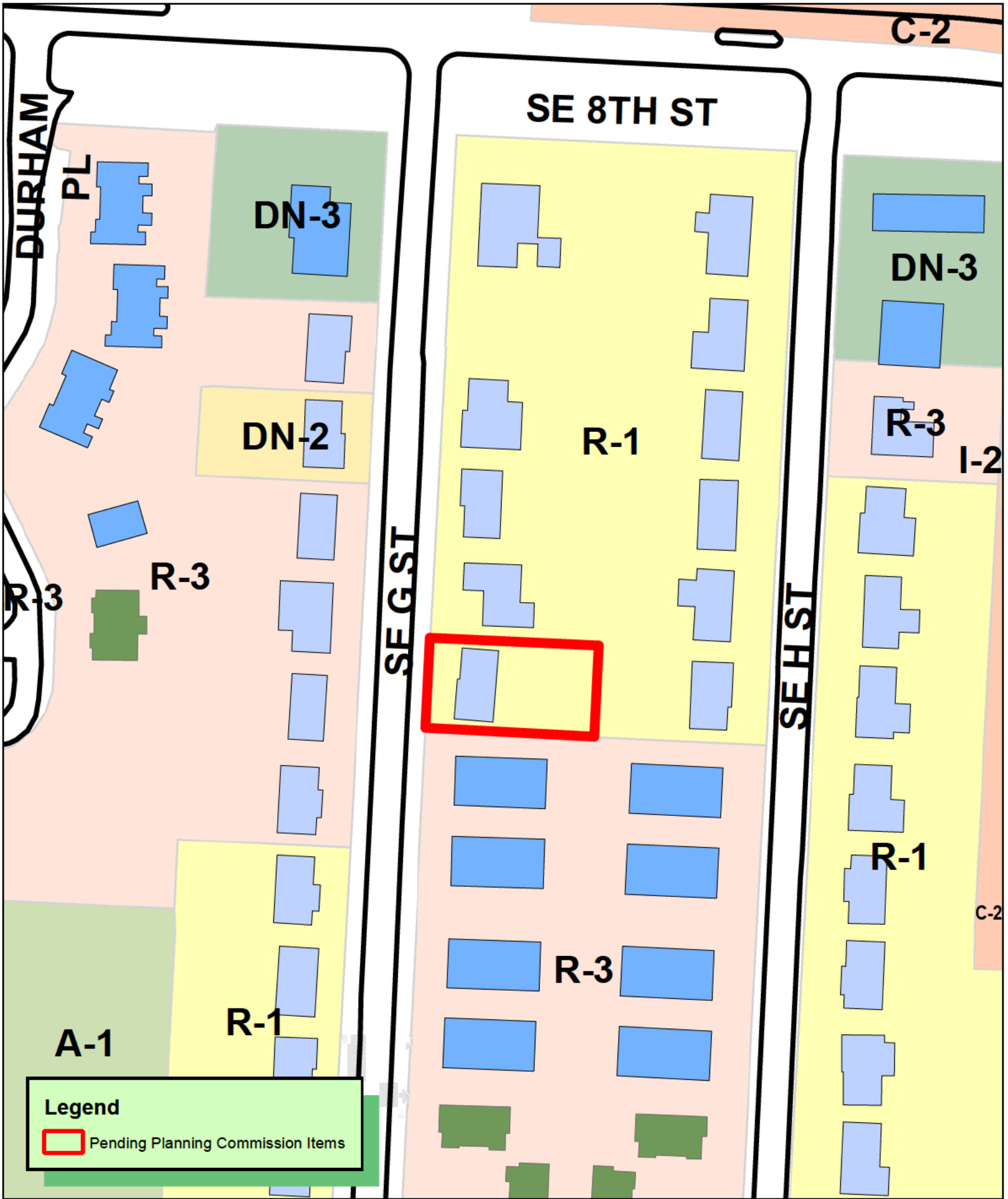
The proposed zoning of DN-3 is not consistent with the Future Land Use Plan. DN-3 is a higher density residential district, and the surrounding existing and future land use is medium to medium-high density. The nearest location of higher density residential land use is on corner properties along 8th Street. Rezoning this property to DN-3 sets a precedence in moving higher density into the interior of neighborhoods than in the Future Land Use Plan.

The property is adjacent to a R-3 property and DN-2, Downtown Medium-Density Residential is within the same block. The property fronts a Local Street per the Master Street Plan, which carries a lower

amount of traffic than a Collector Street.

**Conclusion**

While this request is not consistent with the Future Land Use Plan or surrounding zoning districts, it is consistent with some of the uses of the surrounding zoning districts and development patterns located in the vicinity, such as The Momentary and 8th Street Market.

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1 inch = 100 feet

*RZ22-0004 3/7/23*
*REZONING R1 TO DN3*
*FAIRFIELD ADDITION*
*LOT 9 BLOCK 4*



THE CITY OF BENTONVILLE

**RESOLUTION NO. _____**

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

**(PROJECT NUMBER: RZ23-0004)**

**WHEREAS**, Seventh Living 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 MEDIUM-DENSITY RESIDENTIAL to HIGH-DENSITY RESIDENTIAL, which property is described as follows:

LOT 9, BLOCK 4, FAIRFIELD ADDITION, BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN IN PLAT RECORD "O", PAGE 351.

**WHEREAS**, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held March 7, 2023 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 MEDIUM-DENSITY RESIDENTIAL to HIGH-DENSITY RESIDENTIAL on the City of Bentonville Future Land Use Map;

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 _____, 2023.**

**APPROVED:**

_____

**Stephanie Orman, Mayor**

**ATTEST:**

_____

**Kirby Romines, City Clerk**

**ORDINANCE NO. _____**

**AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL TO DN-3, DOWNTOWN HIGH DENSITY RESIDENTIAL; AND FOR OTHER PURPOSES.**

**(PROJECT NUMBER: RZ23-0004)**

**WHEREAS**, Seventh Living 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-3, DOWNTOWN HIGH DENSITY RESIDENTIAL to be used in accordance with city zoning laws and state laws, which property is described as follows:

LOT 9, BLOCK 4, FAIRFIELD ADDITION, BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN IN PLAT RECORD "O", PAGE 351.

**WHEREAS**, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held March 7, 2023 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-3, DOWNTOWN HIGH 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-3, DOWNTOWN HIGH DENSITY RESIDENTIAL to be used in accordance with the city zoning laws and state laws;

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

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

**PASSED AND APPROVED this_____ day of _____, 2023.**

**APPROVED:**

_____

**Stephanie Orman, Mayor**

**ATTEST:**

_____

**Kirby Romines, City Clerk**

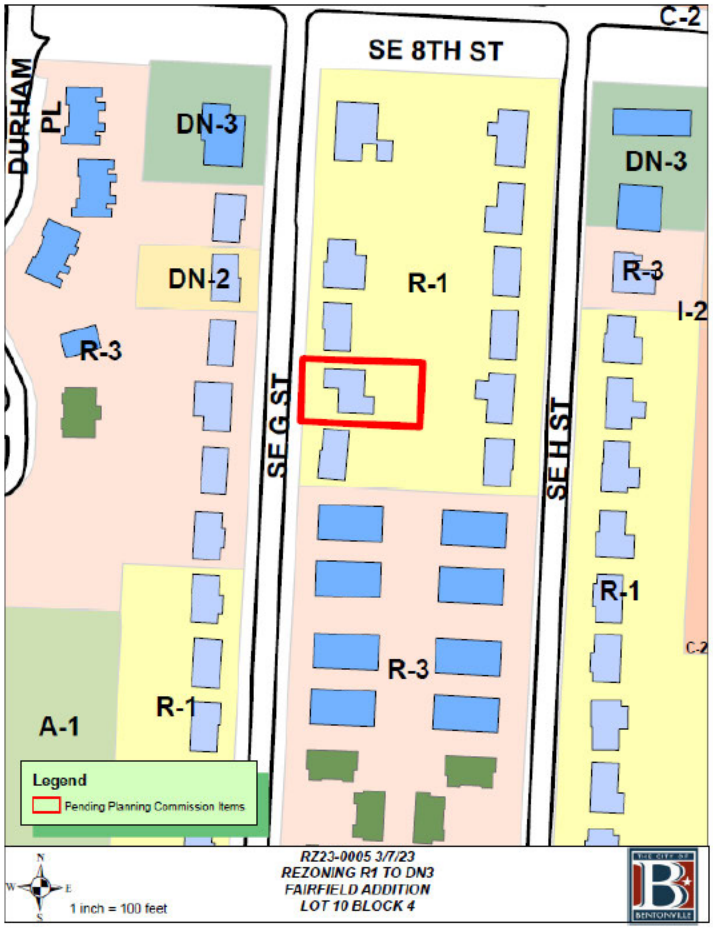
# Borra Revocable Living Trust

809 SE G Street
**PC Date:** 3/7/2023
**Reviewer:** Bradley Gavrielides, Planning Technician

| | |
|---|---|
| **Project Number** | RZ23-0005 |
| **Applicant / Current Owner** | Muni Jampana / Seventh Living, LLC |
| **Site Area** | +/- 0.24 acres |
| **Current Zoning** | R-1, Single Family Residential |
| **Requested Zoning** | DN-3, Downtown High Density Residential |
| **Current Future Land Use Map Designation** | Medium Density Residential (MDR) |
| **Requested Future Land Use Map Designation** | High Density Residential (HDR) |

https://arcg.is/08HvK8

**Location Map**




**Property Description**
This property is located at 809 SE G Street. It is currently zoned R-1, Single Family Residential. It contains an existing single-family residential structure. Adjacent zonings are R-1, Single Family Residential to the north, south, and east and R-3 to the west. The applicant is requesting the rezone to increase density in the areas close to 8th Street Market, the Walmart Campus, and other amenities.

**Relationship to the General Plan**
The Future Land Use Plan depicts this property as Medium Density Residential (MDR) and is surrounded by Low Density Residential, with Medium-High density Multifamily residential across the street. 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 applicant is also requesting a Future Land Use Amendment from Medium-Density residential to High-Density residential.

**Public Comment**
Staff has NOT received public comment regarding this request.

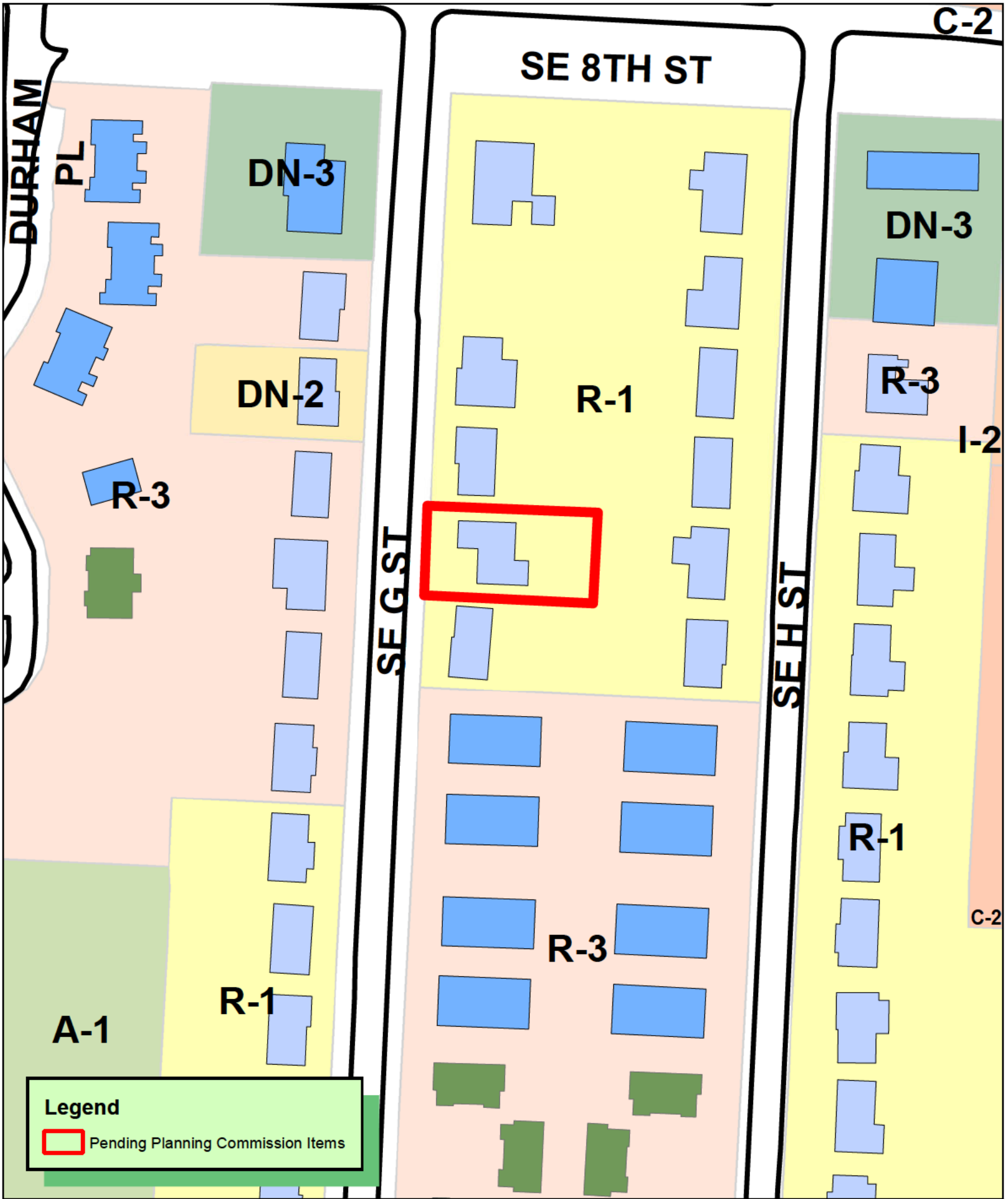
**Analysis**
The intent of the DN-3 district is to allow for an increased neighborhood density through the development of small-lot single-family housing and townhouses throughout the district. These areas tend to be adjacent to downtown commercial uses. In some instances, such as at the ends of blocks, multi-family apartment buildings may be an appropriate use in this district.

The proposed zoning of DN-3 is not consistent with the Future Land Use Plan. DN-3 is a higher density residential district, and the surrounding existing and future land use is medium to medium-high density. The nearest location of higher density residential land use is on corner properties along 8th Street. Rezoning this property to DN-3 sets a precedence in moving higher density into the interior of neighborhoods than in the Future Land Use Plan.

The property is adjacent to R-3 property and DN-2, Downtown Medium-Density Residential is within the same block. The property fronts a Local Street per the Master Street Plan, which carries a lower amount of traffic than a Collector Street.

**Conclusion**

While this request is not consistent with the Future Land Use Plan or surrounding zoning districts, it is consistent with some of the uses of the surrounding zoning districts and development patterns located in the vicinity, such as The Momentary and 8th Street Market.

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1 inch = 100 feet

***RZ23-0005 3/7/23***
***REZONING R1 TO DN3***
***FAIRFIELD ADDITION***
***LOT 10 BLOCK 4***

THE CITY OF BENTONVILLE

**RESOLUTION NO. _____**

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

**(PROJECT NUMBER: RZ23-0005)**

**WHEREAS**, Borra Revocable Living Trust duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present land use classification of MEDIUM-DENSITY RESIDENTIAL to HIGH-DENSITY RESIDENTIAL, which property is described as follows:

LOT 10, BLOCK 4, FAIRFIELD ADDITION, BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT RECORD "O" AT PAGE 351.

**WHEREAS**, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held March 7, 2023 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 MEDIUM-DENSITY RESIDENTIAL to HIGH-DENSITY RESIDENTIAL on the City of Bentonville Future Land Use Map;

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 _____, 2023.**

**APPROVED:**

_____

**Stephanie Orman, Mayor**

**ATTEST:**

_____

**Kirby Romines, City Clerk**

**ORDINANCE NO. _____**

**AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL TO DN-3, DOWNTOWN HIGH DENSITY RESIDENTIAL; AND FOR OTHER PURPOSES.**

**(PROJECT NUMBER: RZ23-0005)**

**WHEREAS**, Borra Revocable Living Trust, duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present zoning classification of R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL to DN-3, DOWNTOWN HIGH DENSITY RESIDENTIAL to be used in accordance with city zoning laws and state laws, which property is described as follows:

LOT 10, BLOCK 4, FAIRFIELD ADDITION, BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT RECORD "O" AT PAGE 351.

**WHEREAS**, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held March 7, 2023 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-3, DOWNTOWN HIGH 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-3, DOWNTOWN HIGH DENSITY RESIDENTIAL to be used in accordance with the city zoning laws and state laws;

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

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

**PASSED AND APPROVED this_____ day of _____, 2023.**

**APPROVED:**

_____

**Stephanie Orman, Mayor**

**ATTEST:**

_____

**Kirby Romines, City Clerk**

# Seventh Living LLC

911 SE H Street
**PC Date:** 3/7/2023
**Reviewer:** Bradley Gavrielides, Planning Technician

| | |
|---|---|
| **Project Number** | RZ23-0006 |
| **Applicant / Current Owner** | Muni Jampana / Seventh Living, LLC |
| **Site Area** | +/- 0.24 acres |
| **Current Zoning** | R-1, Single Family Residential |
| **Requested Zoning** | DN-3, Downtown High Density Residential |
| **Future Land Use Map Designation** | Medium Density Residential (MDR) |
| **Requested Future Land Use Map Designation** | High Density Residential (HDR) |

https://arcg.is/08HvK8

**Location Map**

**Property Description**
This property is located at 809 SE G Street. It is currently zoned R-1, Single Family Residential. It contains an existing single-family residential structure. Adjacent zonings are R-1, Single Family Residential to the north, south, and east and R-3 to the west. The applicant is requesting the rezone to increase density in the areas close to 8th Street Market, the Walmart Campus, and other amenities.

**Relationship to the General Plan**
The Future Land Use Plan depicts this property as Medium Density Residential (MDR) and is surrounded by Low Density Residential, with Medium-High density Multifamily residential across the street. 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 applicant is also requesting a Future Land Use Amendment from Medium-Density residential to High-Density residential.

**Public Comment**
Staff has NOT received public comment regarding this request.

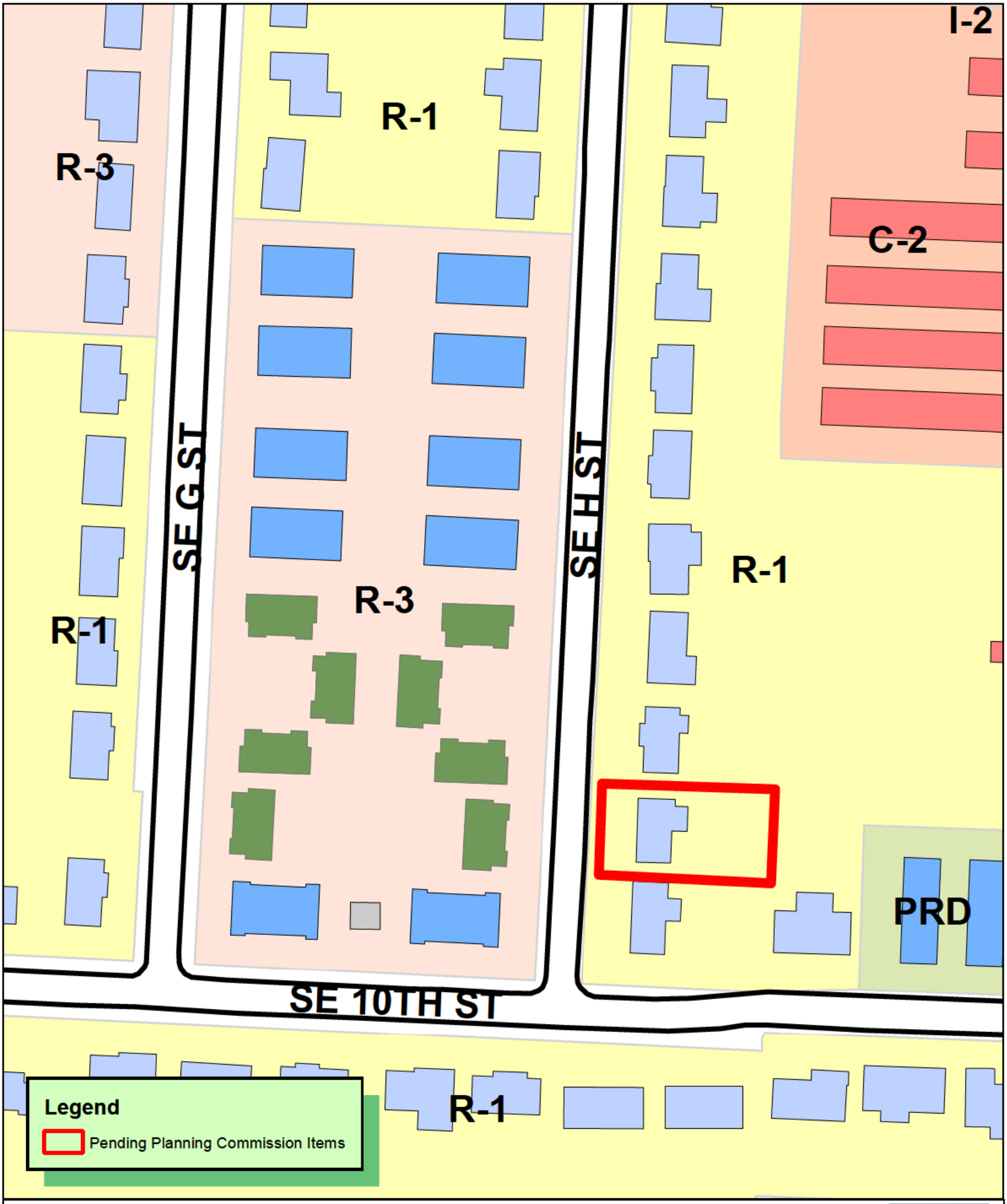
**Analysis**
The intent of the DN-3 district is to allow for an increased neighborhood density through the development of small-lot single-family housing and townhouses throughout the district. These areas tend to be adjacent to downtown commercial uses. In some instances, such as at the ends of blocks, multi-family apartment buildings may be an appropriate use in this district.

The proposed zoning of DN-3 is not consistent with the Future Land Use Plan. DN-3 is a higher density residential district, and the surrounding existing and future land use is medium to medium-high density. The nearest location of higher density residential land use is on corner properties along 8th Street. Rezoning this property to DN-3 sets a precedence in moving higher density into the interior of neighborhoods than in the Future Land Use Plan.

The property is adjacent to R-3 property. The property fronts a Local Street per the Master Street Plan, which carries a lower amount of traffic than a Collector Street.

**Conclusion**

While this request is not consistent with the Future Land Use Plan or surrounding zoning districts, it is consistent with some of the uses of the surrounding zoning districts and development patterns located in the vicinity, such as The Momentary and 8th Street Market.

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1 inch = 100 feet

*RZ23-0006 3/7/23*
*REZONING R1 TO DN3*
*LOT 2 BLOCK 5*



THE CITY OF BENTONVILLE

**RESOLUTION NO. _____**

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

**(PROJECT NUMBER: RZ23-0006)**

**WHEREAS**, Seventh Living 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 MEDIUM-DENSITY RESIDENTIAL to HIGH-DENSITY RESIDENTIAL, which property is described as follows:

LOT 2, BLOCK 5, FAIRFIELD ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN IN PLAT RECORD "O" AT PAGE 351.

**WHEREAS**, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held March 7, 2023 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 MEDIUM-DENSITY RESIDENTIAL to HIGH-DENSITY RESIDENTIAL on the City of Bentonville Future Land Use Map;

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 _____, 2023.**

**APPROVED:**

_____

**Stephanie Orman, Mayor**

**ATTEST:**

_____

**Kirby Romines, City Clerk**

**ORDINANCE NO. _____**

**AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL TO DN-3, DOWNTOWN HIGH DENSITY RESIDENTIAL; AND FOR OTHER PURPOSES.**

**(PROJECT NUMBER: RZ23-0006)**

**WHEREAS**, Seventh Living 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-3, DOWNTOWN HIGH DENSITY RESIDENTIAL to be used in accordance with city zoning laws and state laws, which property is described as follows:

LOT 2, BLOCK 5, FAIRFIELD ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN IN PLAT RECORD "O" AT PAGE 351.

**WHEREAS**, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held March 7, 2023 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-3, DOWNTOWN HIGH 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-3, DOWNTOWN HIGH DENSITY RESIDENTIAL to be used in accordance with the city zoning laws and state laws;

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

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

**PASSED AND APPROVED this_____ day of _____, 2023.**

**APPROVED:**

_____

**Stephanie Orman, Mayor**

**ATTEST:**

_____

**Kirby Romines, City Clerk**

# Seventh Living LLC

907 SE H Street
**PC Date:** 3/7/2023
**Reviewer:** Bradley Gavrielides, Planning Technician

| | |
|---|---|
| **Project Number** | RZ23-0008 |
| **Applicant / Current Owner** | Muni Jampana / Seventh Living, LLC |
| **Site Area** | +/- 0.24 acres |
| **Current Zoning** | R-1, Single Family Residential |
| **Requested Zoning** | DN-3, Downtown High Density Residential |
| **Current Future Land Use Map Designation** | Medium Density Residential (MDR) |
| **Requested Future Land Use Map Designation** | High Density Residential (HDR |

https://arcg.is/08HvK8

**Location Map**

**Property Description**
This property is located at 907 SE H Street. It is currently zoned R-1, Single Family Residential. It contains an existing single-family residential structure. Adjacent zonings are R-1, Single Family Residential to the north, south, and east and R-3 to the west. The applicant is requesting the rezone to increase density in the areas close to 8th Street Market, the Walmart Campus, and other amenities.

**Relationship to the General Plan**
The Future Land Use Plan depicts this property as Medium Density Residential (MDR) and is surrounded by Low Density Residential, with Medium-High density Multifamily residential across the street. 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 applicant is also requesting a Future Land Use Amendment from Medium-Density residential to High-Density residential.

**Public Comment**
Staff has NOT received public comment regarding this request.

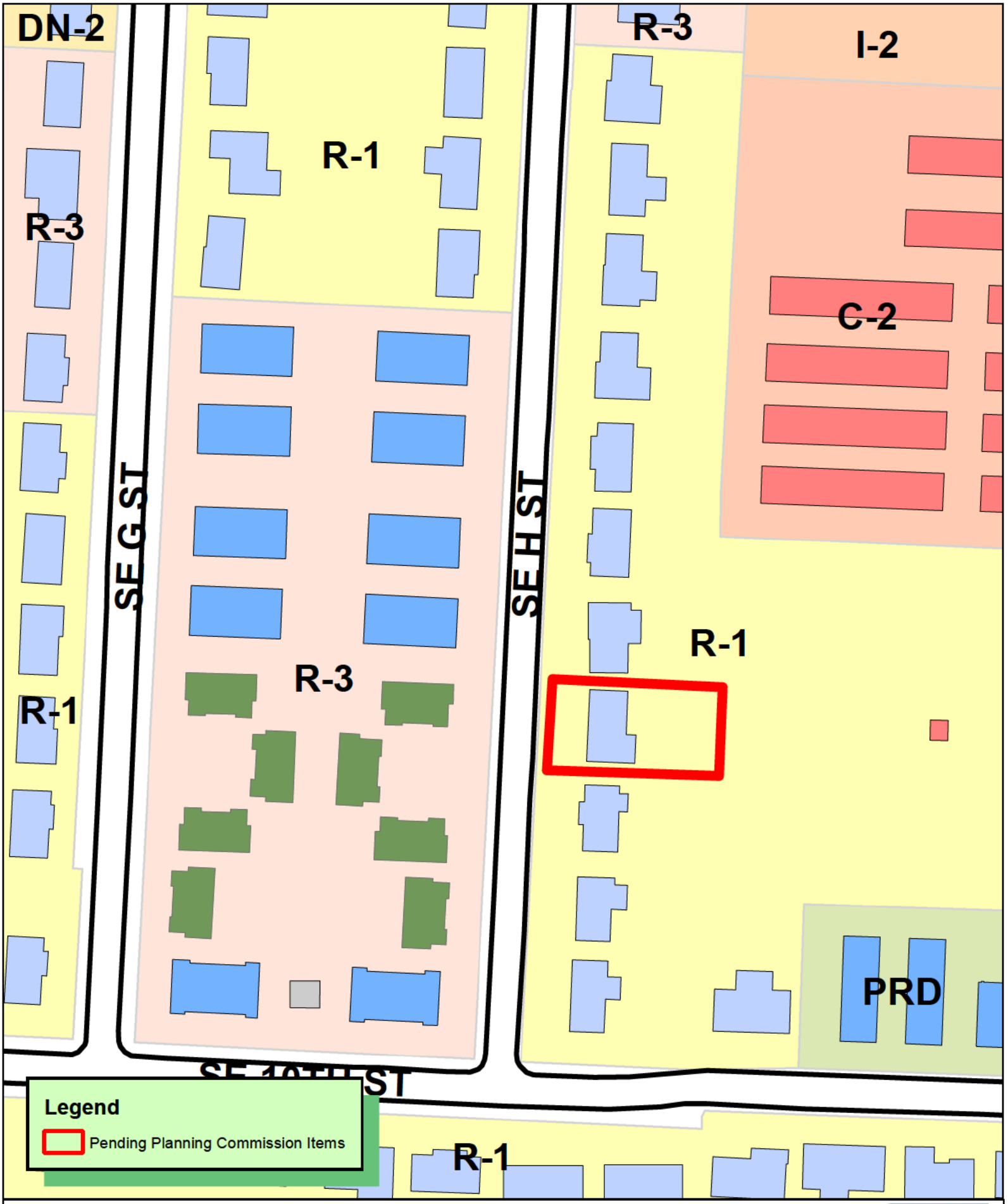
**Analysis**
The intent of the DN-3 district is to allow for an increased neighborhood density through the development of small-lot single-family housing and townhouses throughout the district. These areas tend to be adjacent to downtown commercial uses. In some instances, such as at the ends of blocks, multi-family apartment buildings may be an appropriate use in this district.

The proposed zoning of DN-3 is not consistent with the Future Land Use Plan. DN-3 is a higher density residential district, and the surrounding existing and future land use is medium to medium-high density. The nearest location of higher density residential land use is on corner properties along 8th Street. Rezoning this property to DN-3 sets a precedence in moving higher density into the interior of neighborhoods than in the Future Land Use Plan.

The property is adjacent to R-3 property. The property fronts a Local Street per the Master Street Plan, which carries a lower amount of traffic than a Collector Street.

**Conclusion**

While this request is not consistent with the Future Land Use Plan or surrounding zoning districts, it is consistent with some of the uses of the surrounding zoning districts and development patterns located in the vicinity, such as The Momentary and 8th Street Market.




*RZ23-0008 3/7/23*
*REZONING R1 TO DN3*
*FAIRFIELD ADDITION*
*LOT 4 BLOCK 5*

**RESOLUTION NO. _____**

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

**(PROJECT NUMBER: RZ23-0008)**

**WHEREAS**, Seventh Living 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 MEDIUM-DENSITY RESIDENTIAL to HIGH-DENSITY RESIDENTIAL, which property is described as follows:

LOT 4, BLOCK 5, FAIRFIELD ADDITION, BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT RECORD "O" AT PAGE 351.

**WHEREAS**, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held March 7, 2023 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 MEDIUM-DENSITY RESIDENTIAL to HIGH-DENSITY RESIDENTIAL on the City of Bentonville Future Land Use Map;

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 _____, 2023.**

**APPROVED:**

_____

**Stephanie Orman, Mayor**

**ATTEST:**

_____

**Kirby Romines, City Clerk**

**ORDINANCE NO. _____**

**AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL TO DN-3, DOWNTOWN HIGH DENSITY RESIDENTIAL; AND FOR OTHER PURPOSES.**

**(PROJECT NUMBER: RZ23-0008)**

**WHEREAS**, Seventh Living 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-3, DOWNTOWN HIGH DENSITY RESIDENTIAL to be used in accordance with city zoning laws and state laws, which property is described as follows:

LOT 4, BLOCK 5, FAIRFIELD ADDITION, BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT RECORD "O" AT PAGE 351.

**WHEREAS**, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held March 7, 2023 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-3, DOWNTOWN HIGH 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-3, DOWNTOWN HIGH DENSITY RESIDENTIAL to be used in accordance with the city zoning laws and state laws;

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

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

**PASSED AND APPROVED this_____ day of _____, 2023.**

**APPROVED:**

_____
**Stephanie Orman, Mayor**

**ATTEST:**

_____
**Kirby Romines, City Clerk**

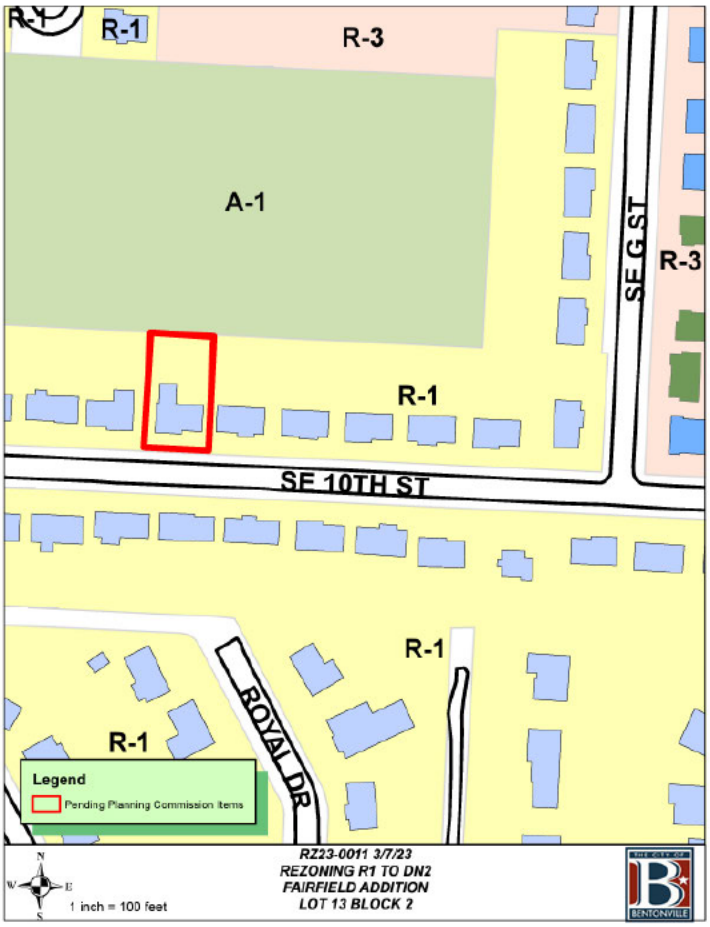
# Gundapaneni Revocable Living Trust

607 SE 10th Street
**PC Date:** 3/7/2023
**Reviewer:** Bradley Gavrielides, Planning Technician

| | |
|---|---|
| **Project Number** | RZ23-0011 |
| **Applicant / Current Owner** | Muni Jampana / Rajesh Gundapaneni |
| **Site Area** | +/- 0.24 acres |
| **Current Zoning** | R-1, Single Family Residential |
| **Requested Zoning** | DN-2, Downtown Medium-Density Residential |
| **Current 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 607 SE 10th Street. It is currently zoned R-1, Single Family Residential. It contains an existing single-family residential structure. Adjacent zonings are R-1, Single Family Residential to the south, west, and east and A-1 to the north. The applicant is requesting the rezone to increase density in the areas close to 8th Street Market, the Walmart Campus, and other amenities.

**Relationship to the General Plan**
The Future Land Use Plan depicts this property as Low Density Residential (LDR) and is surrounded by Low Density Residential. Low-density residential 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. These areas may also include local amenities for residents, including neighborhood parks, places of worship, etc.

The applicant is also requesting a Future Land Use Amendment from Low-Density residential to Medium-Density residential.

**Public Comment**
Staff has NOT received public comment regarding this request.

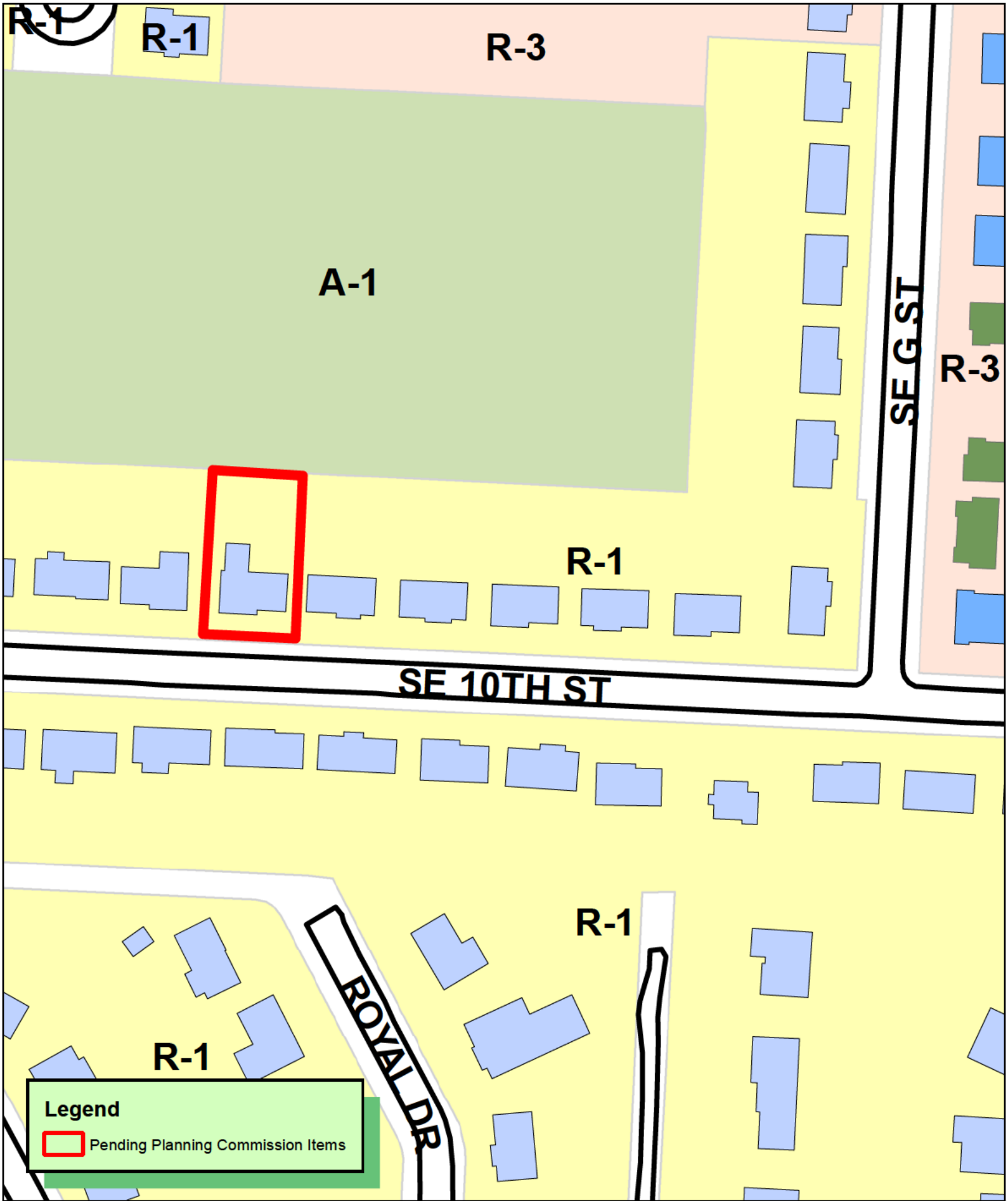
**Analysis**
The intent of the DN-2 district is to allow for an increased single-family density through small lot widths where alleys and infrastructure support such development and where small-lot single-family development provides an appropriate transition between large-lot residential areas and those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

The proposed zoning of DN-2 is not consistent with the Future Land Use Plan. DN-2 is a higher density residential district, and the surrounding existing and future land use is low to medium density. The nearest location of higher density residential land use is on corner properties along 10th Street. Rezoning this property to DN-2 sets a precedence in moving higher density into the interior of neighborhoods than in the Future Land Use Plan.

The property is adjacent to R-1 property. The property fronts a Collector Street per the Master Street Plan, which carries a higher amount of traffic than a Local Street.

**Conclusion**

While this request is not consistent with the Future Land Use Plan or surrounding zoning districts, it is consistent with some of the uses of the surrounding zoning districts and development patterns located in the vicinity, such as The Momentary and 8th Street Market.




*RZ23-0011 3/7/23*
*REZONING R1 TO DN2*
*FAIRFIELD ADDITION*
*LOT 13 BLOCK 2*

THE CITY OF BENTONVILLE

**RESOLUTION NO. _____**

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

**(PROJECT NUMBER: RZ23-0011)**

**WHEREAS**, Gundapaneni Revocable Living Trust, duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present land use classification of LOW-DENSITY RESIDENTIAL to MEDIUM-DENSITY RESIDENTIAL, which property is described as follows:

LOT 13, BLOCK 2, FAIRFIELD ADDITION, TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT RECORD "O" AT PAGE 351.

**WHEREAS**, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held March 7, 2023 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 LOW-DENSITY RESIDENTIAL to MEDIUM-DENSITY RESIDENTIAL on the City of Bentonville Future Land Use Map;

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 _____, 2023.**

**APPROVED:**

_____

**Stephanie Orman, Mayor**

**ATTEST:**

_____

**Kirby Romines, City Clerk**

**ORDINANCE NO. _____**

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

**(PROJECT NUMBER: RZ23-0011)**

**WHEREAS**, Gundapaneni Revocable Living Trust, duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present zoning classification of R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL to DN-2, DOWNTOWN MEDIUM-DENSITY RESIDENTIAL to be used in accordance with city zoning laws and state laws, which property is described as follows:

LOT 13, BLOCK 2, FAIRFIELD ADDITION, TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT RECORD "O" AT PAGE 351.

**WHEREAS**, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held March 7, 2023 in the Council Chambers of the City of Bentonville;

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

**WHEREAS**, the Planning Commission voted to recommend to the City Council that the petition be approved and that said property be rezoned from its present classification of R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL to DN-2, DOWNTOWN MEDIUM-DENSITY RESIDENTIAL.

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

Section 1: That the above-described real property is hereby changed from its present zoning classification of R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL to DN-2, DOWNTOWN MEDIUM-DENSITY RESIDENTIAL to be used in accordance with the city zoning laws and state laws;

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

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

**PASSED AND APPROVED this_____ day of _____, 2023.**

**APPROVED:**

_____

**Stephanie Orman, Mayor**

**ATTEST:**

_____

**Kirby Romines, City Clerk**

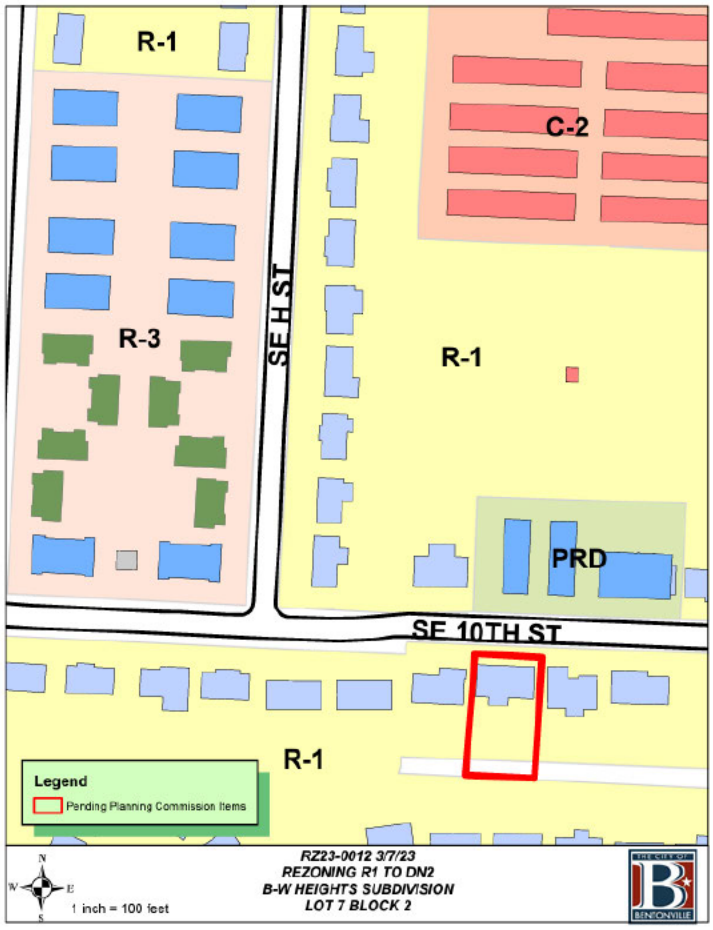
# Seventh Living LLC

904 SE 10th Street
**PC Date:** 3/7/2023
**Reviewer:** Bradley Gavrielides, Planning Technician

| | |
|---|---|
| **Project Number** | RZ23-0012 |
| **Applicant / Current Owner** | Muni Jampana / Seventh Living LLC |
| **Site Area** | +/- 0.25 acres |
| **Current Zoning** | R-1, Single Family Residential |
| **Requested Zoning** | DN-2, Downtown Medium-Density 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 607 SE 10th Street. It is currently zoned R-1, Single Family Residential. It contains an existing single-family residential structure. Adjacent zonings are R-1, Single Family Residential in all directions. The applicant is requesting the rezone to increase density in the areas close to 8th Street Market, the Walmart Campus, and other amenities.

**Relationship to the General Plan**
The Future Land Use Plan depicts this property as Low Density Residential (LDR) and is surrounded by Low Density Residential. Low-density residential 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. These areas may also include local amenities for residents, including neighborhood parks, places of worship, etc.

The applicant is also requesting a Future Land Use Amendment from Low-Density residential to Medium-Density residential.

**Public Comment**
Staff has NOT received public comment regarding this request.

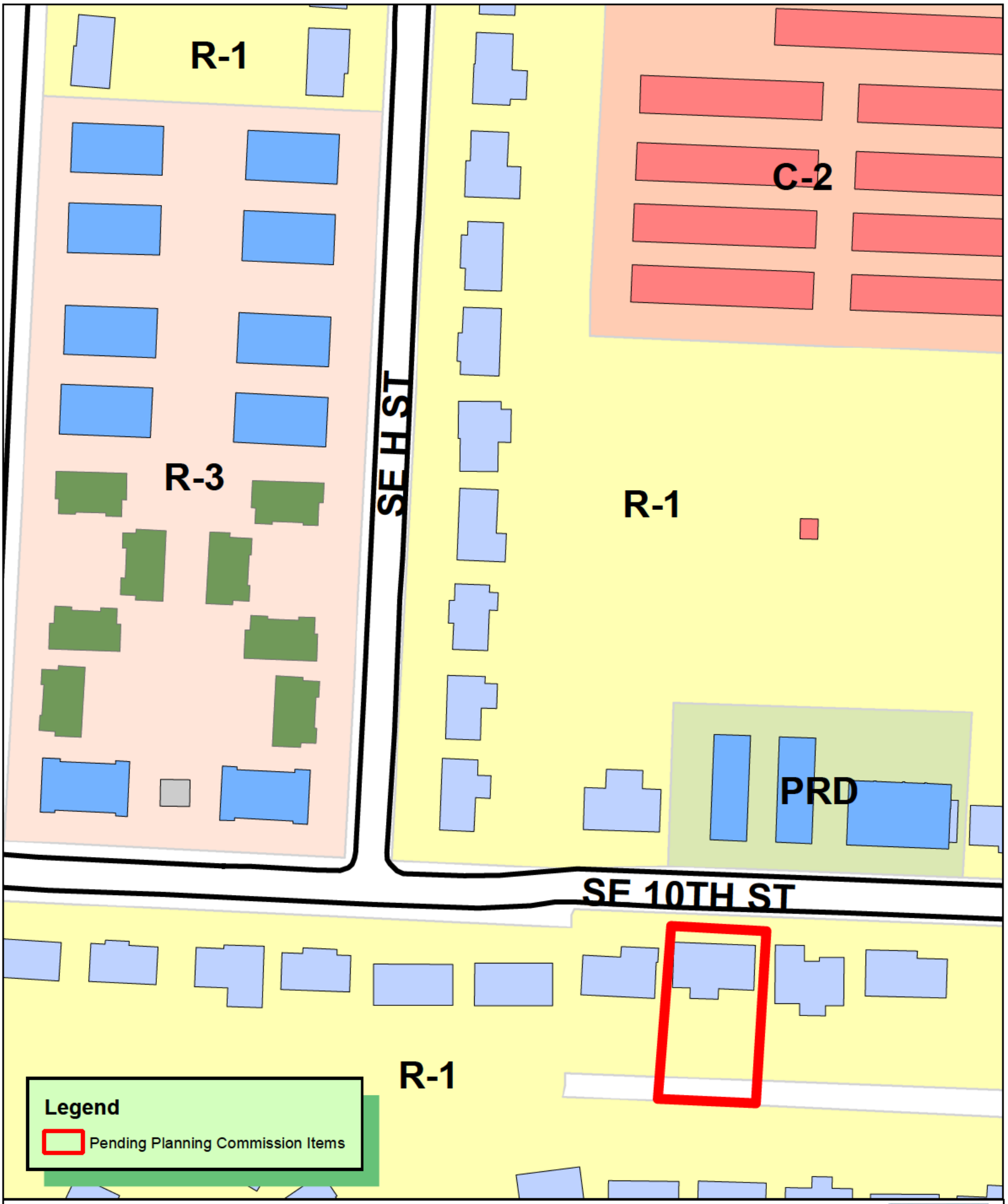
**Analysis**
The intent of the DN-2 district is to allow for an increased single-family density through small lot widths where alleys and infrastructure support such development and where small-lot single-family development provides an appropriate transition between large-lot residential areas and those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

The proposed zoning of DN-2 is not consistent with the Future Land Use Plan. DN-2 is a higher density residential district, and the surrounding existing and future land use is low to medium density. The nearest location of higher density residential land use is on corner properties along 10th Street. Rezoning this property to DN-2 sets a precedence in moving higher density into the interior of neighborhoods than in the Future Land Use Plan.

The property is adjacent to R-1 property. The property fronts a Collector Street per the Master Street Plan, which carries a higher amount of traffic than a Local Street.

**Conclusion**

While this request is not consistent with the Future Land Use Plan or surrounding zoning districts, it is consistent with some of the uses of the surrounding zoning districts and development patterns located in the vicinity, such as The Momentary and 8th Street Market.

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1 inch = 100 feet

*RZ23-0012 3/7/23*
*REZONING R1 TO DN2*
*B-W HEIGHTS SUBDIVISION*
*LOT 7 BLOCK 2*

**RESOLUTION NO. _____**

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

**(PROJECT NUMBER: RZ23-0012)**

**WHEREAS**, Seventh Living 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 LOW-DENSITY RESIDENTIAL to MEDIUM-DENSITY RESIDENTIAL, which property is described as follows:

LOT 7, BLOCK 2, B-W HEIGHTS SUBDIVISION, BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT RECORD "K" AT PAGE 156.

**WHEREAS**, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held March 7, 2023 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 LOW-DENSITY RESIDENTIAL to MEDIUM-DENSITY RESIDENTIAL on the City of Bentonville Future Land Use Map;

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 _____, 2023.**

**APPROVED:**

_____

**Stephanie Orman, Mayor**

**ATTEST:**

_____

**Kirby Romines, City Clerk**

**ORDINANCE NO. _____**

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

**(PROJECT NUMBER: RZ23-0012)**

**WHEREAS**, Seventh Living LLC, duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present zoning classification of R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL to DN-2, DOWNTOWN MEDIUM-DENSITY RESIDENTIAL to be used in accordance with city zoning laws and state laws, which property is described as follows:

LOT 7, BLOCK 2, B-W HEIGHTS SUBDIVISION, BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT RECORD "K" AT PAGE 156.

**WHEREAS**, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held March 7, 2023 in the Council Chambers of the City of Bentonville;

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

**WHEREAS**, the Planning Commission voted to recommend to the City Council that the petition be approved and that said property be rezoned from its present classification of R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL to DN-2, DOWNTOWN MEDIUM-DENSITY RESIDENTIAL.

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

Section 1: That the above-described real property is hereby changed from its present zoning classification of R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL to DN-2, DOWNTOWN MEDIUM-DENSITY RESIDENTIAL to be used in accordance with the city zoning laws and state laws;

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

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

**PASSED AND APPROVED this_____ day of _____, 2023.**

**APPROVED:**

_____

**Stephanie Orman, Mayor**

**ATTEST:**

_____

**Kirby Romines, City Clerk**

# Anglin Properties

Northwest Corner of Southwest Opal Road & Southwest Adams Road

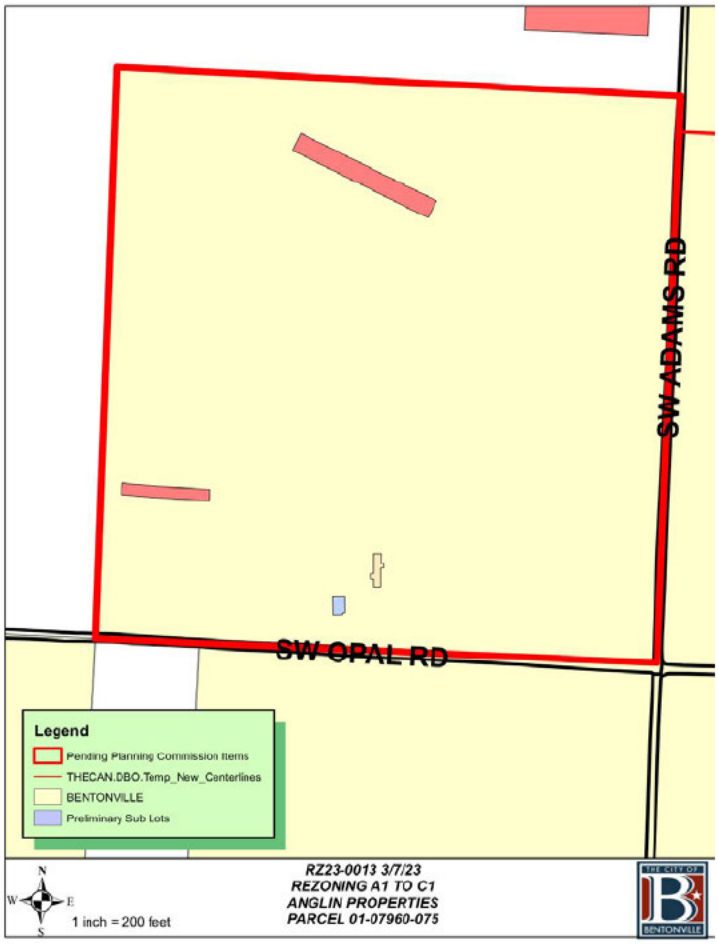
**PC Date:** 3/7/2023

**Reviewer:** Keegan Stanton, Senior Planner, AICP

| | |
|---|---|
| **Project Number** | RZ23-0013 |
| **Applicant / Current Owner** | Phil Swope/Ryan Anglin |
| **Site Area** | +/- 40 acres |
| **Current Zoning** | A-1, Agricultural |
| **Requested Zoning** | C-1, Neighborhood Commercial |
| **Current Future Land Use Map Designation** | Agricultural (A) |
| **Requested Future Land Use Map Designation** | General Commercial (C) |

https://arcg.is/08HvK8

**Location Map**




**Property Description**

This property is located at the Northwest Corner of Southwest Opal Road & Southwest Adams Road. It is currently zoned A-1, Agriculture. It contains a variety of agriculture-related buildings. Adjacent zonings are R-1, Single Family Residential to the northeast, A-1, Agriculture to the east and south, and county to the north and west.

**Relationship to the General Plan**

The Future Land Use Plan depicts this property as Agricultural (A) and is surrounded by almost exclusively Agriculture (A). Agriculture areas include larger properties used primarily for the raising of crops or livestock. These properties may include residence and farm-related structures.

The applicant is requesting a Future Land Use Amendment to General Commercial (C). General commercial areas include uses that serve both nearby residents and those coming from other parts of the city or region. Appropriate uses in these areas include retail, restaurants, services, and offices. Vertical mixed-use developments are encouraged but are not as high a priority as in mixed-use or downtown commercial areas. General commercial uses should balance access between pedestrians and vehicles, though the impacts of parking should be minimized through site design and landscaping.

**Public Comment**

Staff has NOT received public comment regarding this request.

**Analysis**

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

This property sits at the corner of an arterial and collector classes of streets. Neighborhood Commercial zoning and its allowable uses are appropriate at this corner. Additionally, existing, under-construction, and proposed neighborhoods

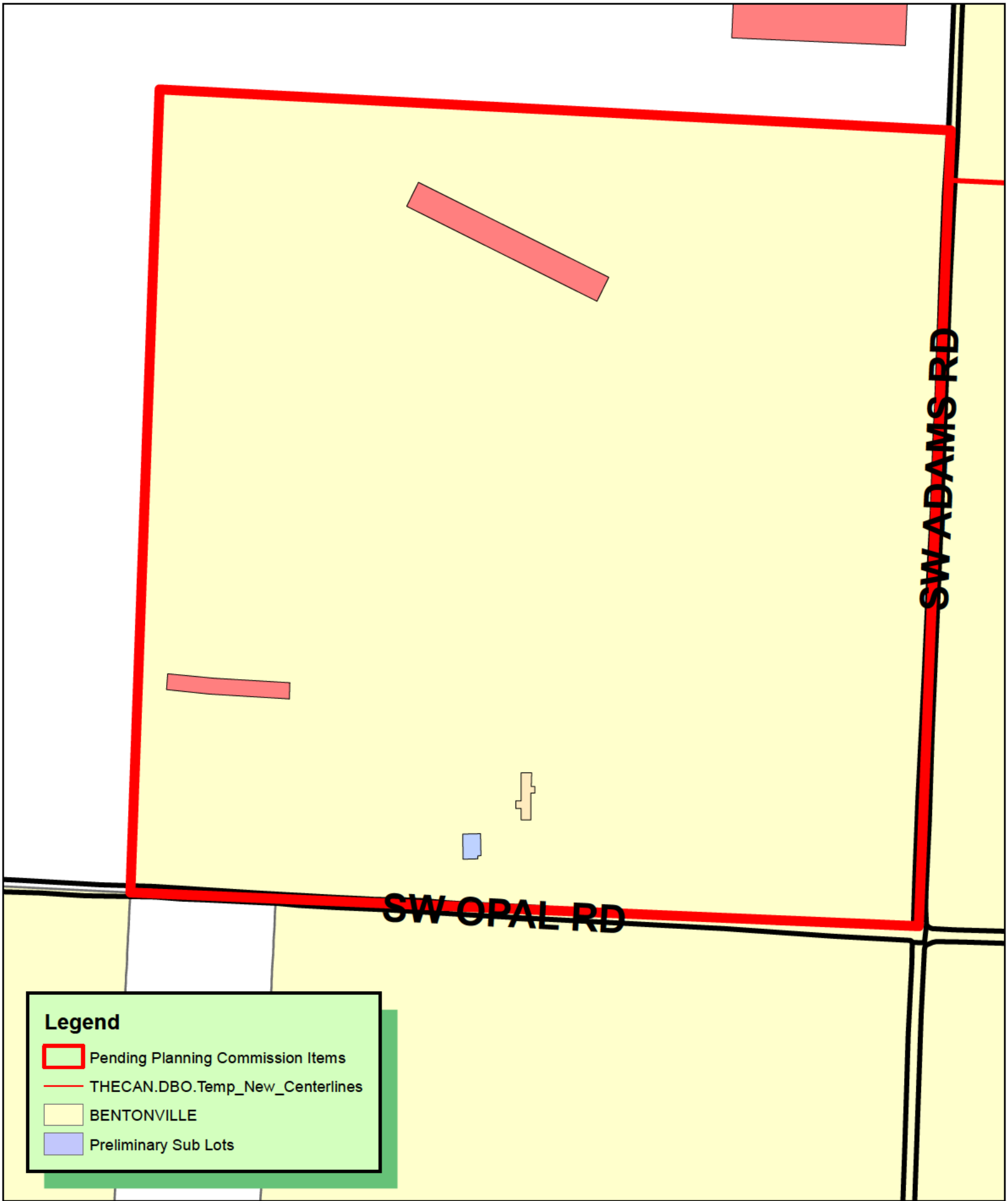
nearby would benefit from having commercial uses nearby and potentially lessen the traffic impact on streets heading east toward existing businesses, services, and jobs.

This property sits within Priority Area 3, Edge Growth which encourages integration of local commercial uses in new residential subdivisions.

**Conclusion**

While this request is not consistent with the Future Land Use Plan, it is compatible with nearby residential zoning and uses and the general development pattern, including its location near the intersection of Opal Road and Adams Road.

If Planning Commission approves the requested Land Use Amendment, staff recommends approval of this item. If Planning Commission does not approve the requested Land Use Amendment, staff recommends tabling this item to allow the applicant to consider alternative actions.

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1 inch = 200 feet

***RZ23-0013 3/7/23***
***REZONING A1 TO C1***
***ANGLIN PROPERTIES***
***PARCEL 01-07960-075***

THE CITY OF BENTONVILLE

**ORDINANCE NO. _____**

**AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF A-1, AGRICULTURAL TO C-1, NEIGHBORHOOD COMMERCIAL; AND FOR OTHER PURPOSES. (PROJECT NUMBER: RZ23-0013)**

**WHEREAS**, Seventh Living 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 C-1, NEIGHBORHOOD COMMERCIAL to be used in accordance with city zoning laws and state laws, which property is described as follows:

> A PART OF THE S 1/2 OF THE NW 1/4 AND THE NE 1/4 OF SECTION 16, TOWNSHIP 19 NORTH, RANGE 31 WEST IN BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A FOUND COTTON PICKER SPINDLE ALSO BEING THE SE CORNER OF THE SW1/4 OF THE NE1/4 OF SECTION 16; THENCE N 87°05'07" W 38.02' TO A SET 5/8" IRON REBAR; THENCE N 02°27'18" E 1145.63' TO A SET 5/8" IRON REBAR; THENCE N 87°29'23" W 298.75' TO A SET 5/8" IRON REBAR; THENCE N 01°58'39" E 173.25' TO A SET 5/8" IRON REBAR; THENCE S 87°10'49" E 300.20' TO A SET 5/8" IRON REBAR; THENCE S 02°27'18" W 171.62' TO THE POINT OF BEGINNING, CONTAINING 51,638 SQ. FEET, 1.19 ACRES MORE OR LESS. SUBJECT TO ANY EASEMENTS AND/OR RIGHT-OF-WAYS OF RECORD.

**WHEREAS**, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held March 7, 2023 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 C-1, NEIGHBORHOOD COMMERCIAL.

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

Section 1: That the above-described real property is hereby changed from its present zoning classification of A-1, AGRICULTURAL to C-1, NEIGHBORHOOD COMMERCIAL to be used in accordance with the city zoning laws and state laws;

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 _____, 2023.**

**APPROVED:**

_____

**ATTEST:** **Stephanie Orman, Mayor**

_____

**Kirby Romines, City Clerk**

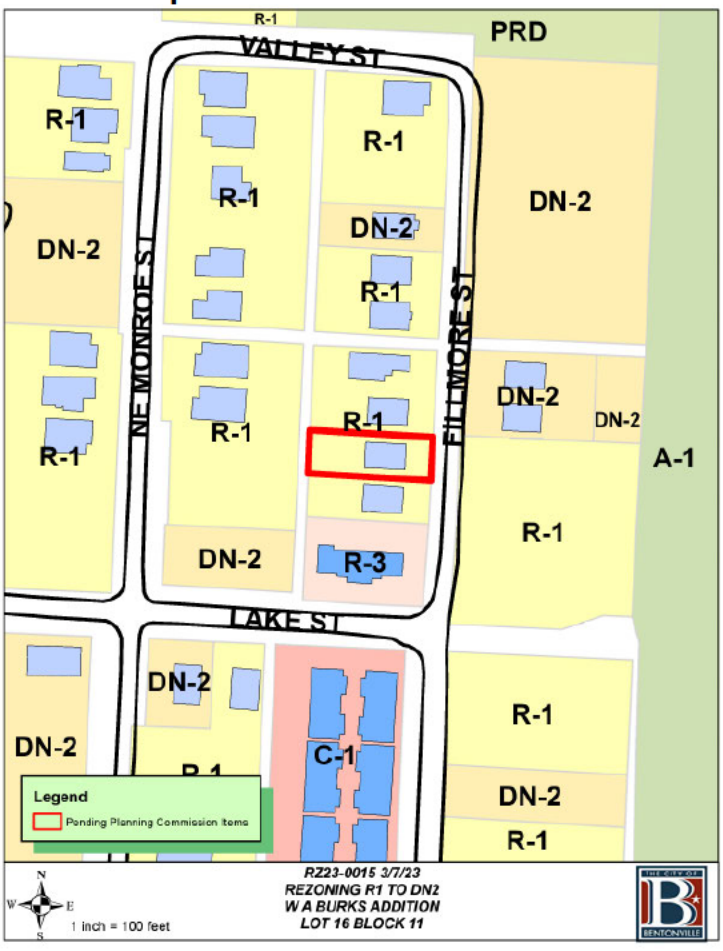
# Seventh Living LLC

1205 Fillmore Street
**PC Date:** 3/7/2023
**Reviewer:** Bradley Gavrielides, Planning Technician

| | |
|---|---|
| **Project Number** | RZ23-0015 |
| **Applicant / Current Owner** | Muni Jampana / Seventh Living LLC |
| **Site Area** | +/- 0.17 acres |
| **Current Zoning** | R-1, 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 1205 Fillmore Street. It is currently zoned R-1, Single Family Residential. It contains an existing single-family residential structure. Adjacent zonings are R-1, Single Family Residential in all directions. The applicant is requesting the rezone to increase density in the areas close to 8th Street Market, the Walmart Campus, and other amenities.

**Relationship to the General Plan**
The Future Land Use Plan depicts this property as Medium Density Residential (MDR) and is surrounded by Medium Density Residential (MDR). 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.

**Public Comment**
Staff has NOT received public comment regarding this request.

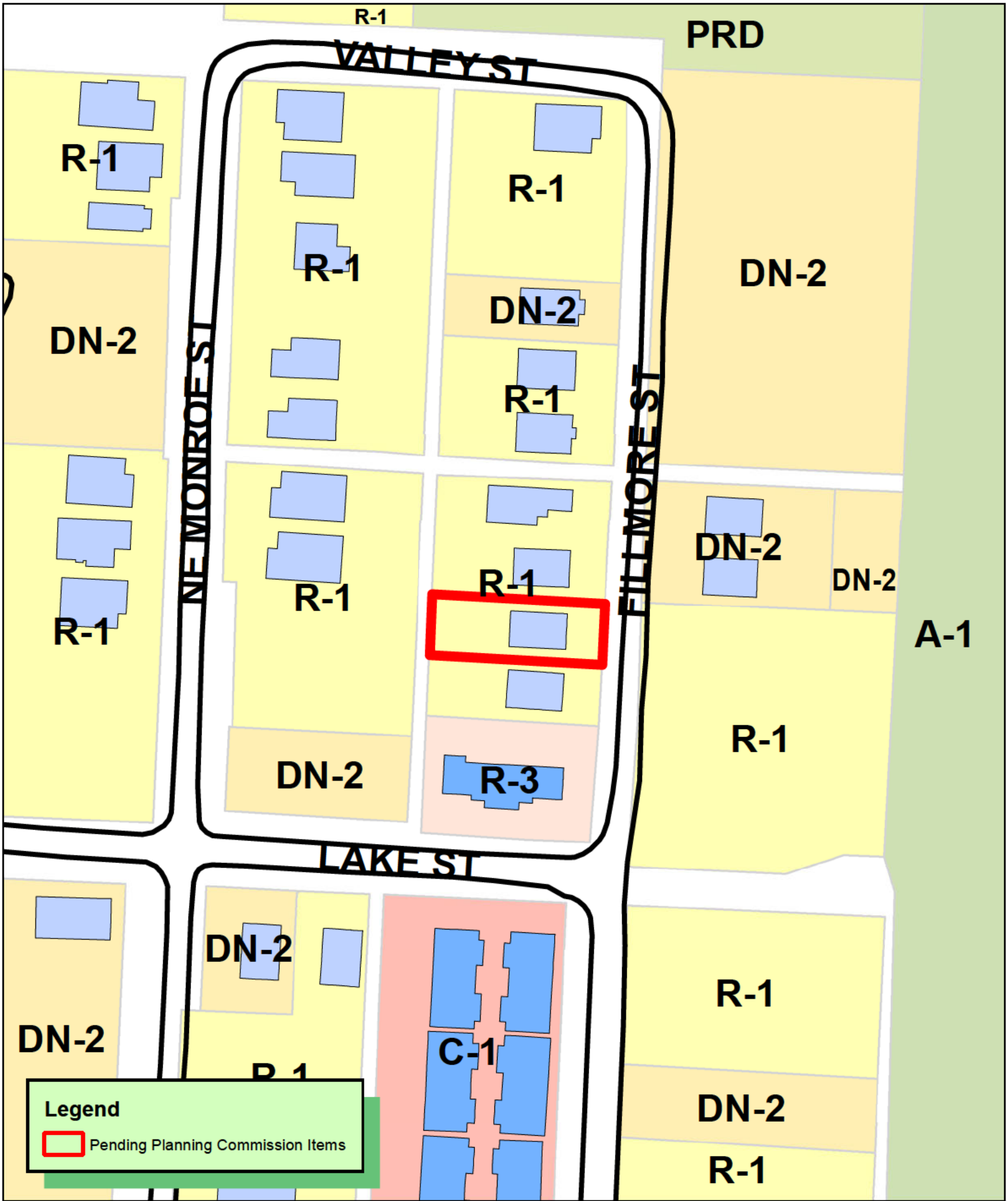
**Analysis**
The intent of the DN-2 district is to allow for an increased single-family density through small lot widths where alleys and infrastructure support such development and where small-lot single-family development provides an appropriate transition between large-lot residential areas and those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

The proposed zoning of DN-2 is consistent with the Future Land Use Plan. DN-2 is a higher density residential district than what is found in the undeveloped area of the neighborhood but is consistent with the newer development. The nearest location of higher density residential land use is across the street of Fillmore Street. Rezoning this property to DN-2 sets a precedence in continuing to move higher density dwellings into the interior of neighborhoods per the Future Land Use Plan.

The property is adjacent to R-1 property. The property fronts a Local Street per the Master Street Plan, which carries a lower amount of traffic than a Collector Street.

**Conclusion**

This request is consistent with the Future Land Use Plan and surrounding zoning districts, it is consistent with the development of the surrounding zoning districts and development patterns located in the vicinity.

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1 inch = 100 feet

*RZ23-0015 3/7/23*
*REZONING R1 TO DN2*
*W A BURKS ADDITION*
*LOT 16 BLOCK 11*

**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: RZ23-0015)**

**WHEREAS**, Seventh Living LLC, duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present zoning classification of R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL to DN-2, DOWNTOWN MEDIUM-DENSITY RESIDENTIAL to be used in accordance with city zoning laws and state laws, which property is described as follows:

LOT 16, BLOCK 11, W A BURK'S ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT RECORD "A" AT PAGE 81 AND ON PLAT RECORD "A" AT PAGE 119.

**WHEREAS**, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held March 7, 2023 in the Council Chambers of the City of Bentonville;

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

**WHEREAS**, the Planning Commission voted to recommend to the City Council that the petition be approved and that said property be rezoned from its present classification of R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL to DN-2, DOWNTOWN MEDIUM-DENSITY RESIDENTIAL.

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

Section 1: That the above-described real property is hereby changed from its present zoning classification of R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL to DN-2, DOWNTOWN MEDIUM-DENSITY RESIDENTIAL to be used in accordance with the city zoning laws and state laws;

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

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

**PASSED AND APPROVED this_____ day of _____, 2023.**

**APPROVED:**

_____

**Stephanie Orman, Mayor**

**ATTEST:**

_____

**Kirby Romines, City Clerk**

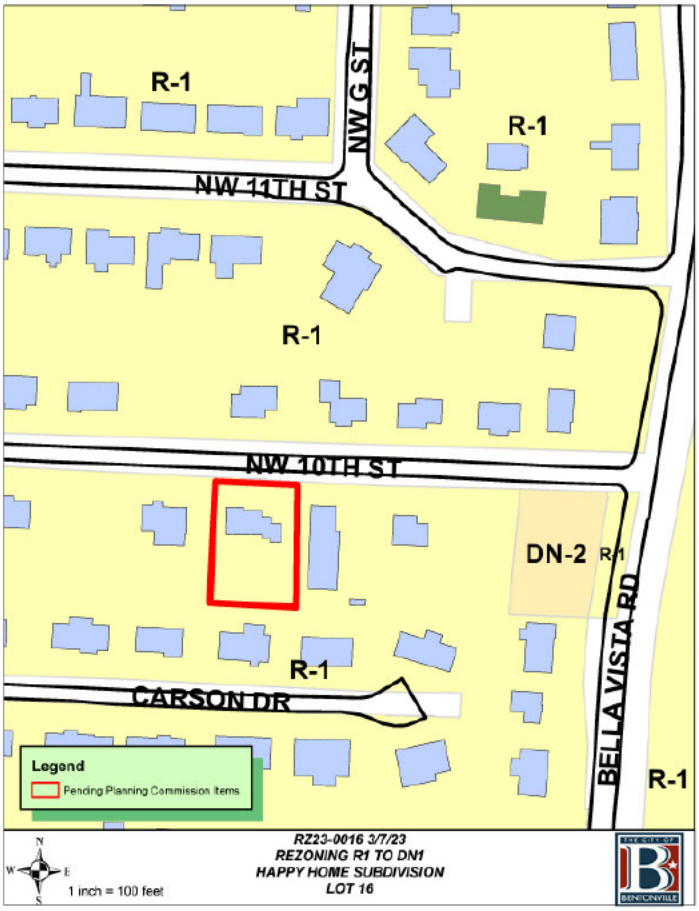
# Seventh Living LLC

710 NW 10th Street
**PC Date:** 3/7/2023
**Reviewer:** Bradley Gavrielides, Planning Technician

| | |
|---|---|
| **Project Number** | RZ23-0016 |
| **Applicant / Current Owner** | Muni Jampana / Seventh Living LLC |
| **Site Area** | +/- 0.34 acres |
| **Current Zoning** | R-1, Single Family Residential |
| **Requested Zoning** | DN-1, Downtown Low-Density Residential |
| **Future Land Use Map Designation** | Low Density Residential (LDR) |

https://arcg.is/08HvK8

**Location Map**




**Property Description**
This property is located at 710 NW 10th Street. It is currently zoned R-1, Single Family Residential. It contains an existing single-family residential structure. Adjacent zonings are R-1, Single Family Residential in all directions.

**Relationship to the General Plan**
The Future Land Use Plan depicts this property as Low Density Residential (LDR) and is surrounded by Low Density Residential. Low-density residential 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. These areas may also include local amenities for residents, including neighborhood parks, places of worship, etc.

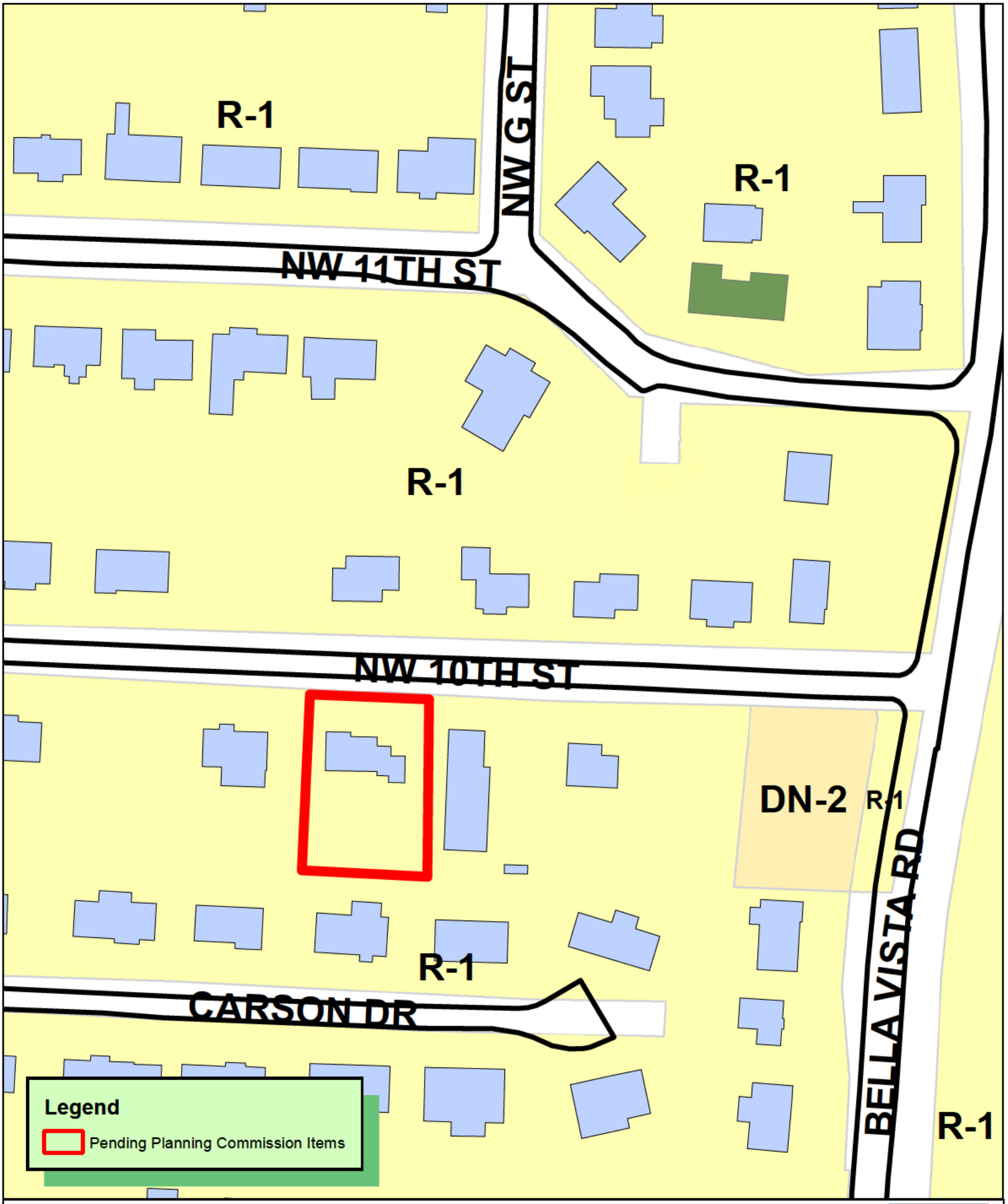
**Public Comment**
Staff has received public comment regarding this request.

**Analysis**
The intent of the DN-1 district is to preserve the established development pattern of portions of the downtown neighborhoods that are predominantly single-family with lots generally larger than 60 feet in width.

The proposed zoning of DN-1 is consistent with the Future Land Use Plan. DN-1 continues the establishment of development patterns for downtown areas. The nearest location of higher density residential land use is on corner properties along NW 10th Street. Rezoning this property to DN-1 sets a precedence in continuing the pattern of development in accordance with the Future Land Use Plan.

The property is adjacent to R-1 property. The property fronts a Local Street per the Master Street Plan, which carries a lower amount of traffic than a Collector Street.

**Conclusion**
This request is consistent with the Future Land Use Plan and surrounding zoning districts, it is consistent with some of the uses of the surrounding zoning districts and development patterns located in the vicinity.

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1 inch = 100 feet

*RZ23-0016 3/7/23*
*REZONING R1 TO DN1*
*HAPPY HOME SUBDIVISION*
*LOT 16*



THE CITY OF BENTONVILLE

**ORDINANCE NO. _____**

**AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL TO DN-1, DOWNTOWN LOW-DENSITY RESIDENTIAL; AND FOR OTHER PURPOSES.**

**(PROJECT NUMBER: RZ23-0016)**

**WHEREAS**, Seventh Living 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-1, DOWNTOWN LOW-DENSITY RESIDENTIAL to be used in accordance with city zoning laws and state laws, which property is described as follows:

LOT 16, HAPPY HOME ADDITION, TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON AMENDED PLAT RECORD "C" AT PAGE 59.

**WHEREAS**, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held March 7, 2023 in the Council Chambers of the City of Bentonville;

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

**WHEREAS**, the Planning Commission voted to recommend to the City Council that the petition be approved and that said property be rezoned from its present classification of R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL to DN-1, DOWNTOWN LOW-DENSITY RESIDENTIAL.

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

Section 1: That the above-described real property is hereby changed from its present zoning classification of R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL to DN-1, DOWNTOWN LOW-DENSITY RESIDENTIAL to be used in accordance with the city zoning laws and state laws;

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

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

**PASSED AND APPROVED this_____ day of _____, 2023.**

**APPROVED:**

_____

**Stephanie Orman, Mayor**

**ATTEST:**

_____

**Kirby Romines, City Clerk**

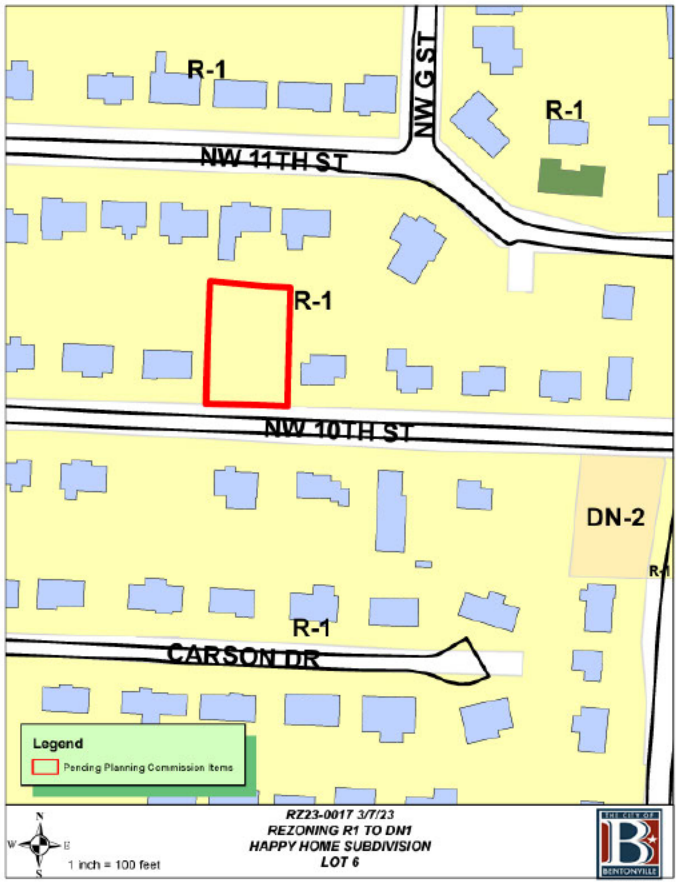
# Seventh Living LLC

801 NW 10th Street
**PC Date:** 3/7/2023
**Reviewer:** Bradley Gavrielides, Planning Technician

| | |
|---|---|
| **Project Number** | RZ23-0017 |
| **Applicant / Current Owner** | Muni Jampana / Seventh Living LLC |
| **Site Area** | +/- 0.35 acres |
| **Current Zoning** | R-1, Single Family Residential |
| **Requested Zoning** | DN-1, Downtown Low-Density Residential |
| **Future Land Use Map Designation** | Low Density Residential (LDR) |

https://arcg.is/08HvK8

**Location Map**




**Property Description**
This property is located at 801 NW 10th Street. It is currently zoned R-1, Single Family Residential. It is currently an empty lot. Adjacent zonings are R-1, Single Family Residential in all directions.

**Relationship to the General Plan**
The Future Land Use Plan depicts this property as Low Density Residential (LDR) and is surrounded by Low Density Residential. Low-density residential 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. These areas may also include local amenities for residents, including neighborhood parks, places of worship, etc.

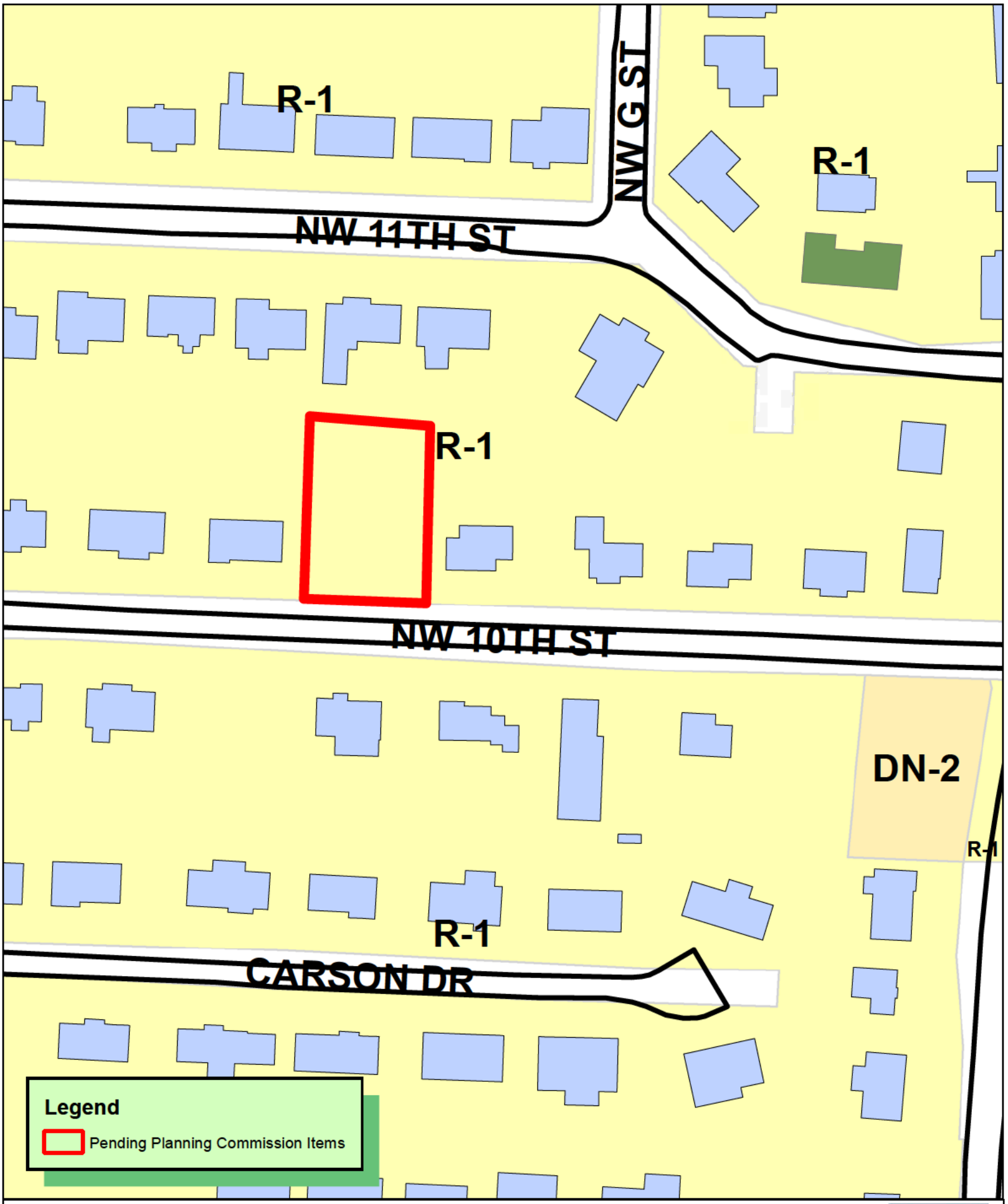
**Public Comment**
Staff has NOT received public comment regarding this request.

**Analysis**
The intent of the DN-1 district is to preserve the established development pattern of portions of the downtown neighborhoods that are predominantly single-family with lots generally larger than 60 feet in width.

The proposed zoning of DN-1 is consistent with the Future Land Use Plan. DN-1 continues the establishment of development patterns for downtown areas. The nearest location of higher density residential land use is on corner properties along NW 10th Street. Rezoning this property to DN-1 sets a precedence in continuing the pattern of development in accordance with the Future Land Use Plan.

The property is adjacent to R-1 property. The property fronts a Local Street per the Master Street Plan, which carries a lower amount of traffic than a Collector Street.

**Conclusion**
This request is consistent with the Future Land Use Plan and surrounding zoning districts, it is consistent with some of the uses of the surrounding zoning districts and development patterns located in the vicinity.

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1 inch = 100 feet

*RZ23-0017 3/7/23*
*REZONING R1 TO DN1*
*HAPPY HOME SUBDIVISION*
*LOT 6*



THE CITY OF BENTONVILLE

**ORDINANCE NO. _____**

**AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL TO DN-1, DOWNTOWN LOW-DENSITY RESIDENTIAL; AND FOR OTHER PURPOSES.**

**(PROJECT NUMBER: RZ23-0017)**

**WHEREAS**, Seventh Living 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-1, DOWNTOWN LOW-DENSITY RESIDENTIAL to be used in accordance with city zoning laws and state laws, which property is described as follows:

LOT 6, HAPPY HOME ADDITION, TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON AMENDED PLAT RECORD "C" AT PAGE 59.

**WHEREAS**, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held March 7, 2023 in the Council Chambers of the City of Bentonville;

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

**WHEREAS**, the Planning Commission voted to recommend to the City Council that the petition be approved and that said property be rezoned from its present classification of R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL to DN-1, DOWNTOWN LOW-DENSITY RESIDENTIAL.

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

Section 1: That the above-described real property is hereby changed from its present zoning classification of R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL to DN-1, DOWNTOWN LOW-DENSITY RESIDENTIAL to be used in accordance with the city zoning laws and state laws;

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

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

**PASSED AND APPROVED this_____ day of _____, 2023.**

**APPROVED:**

_____

**Stephanie Orman, Mayor**

**ATTEST:**

_____

**Kirby Romines, City Clerk**

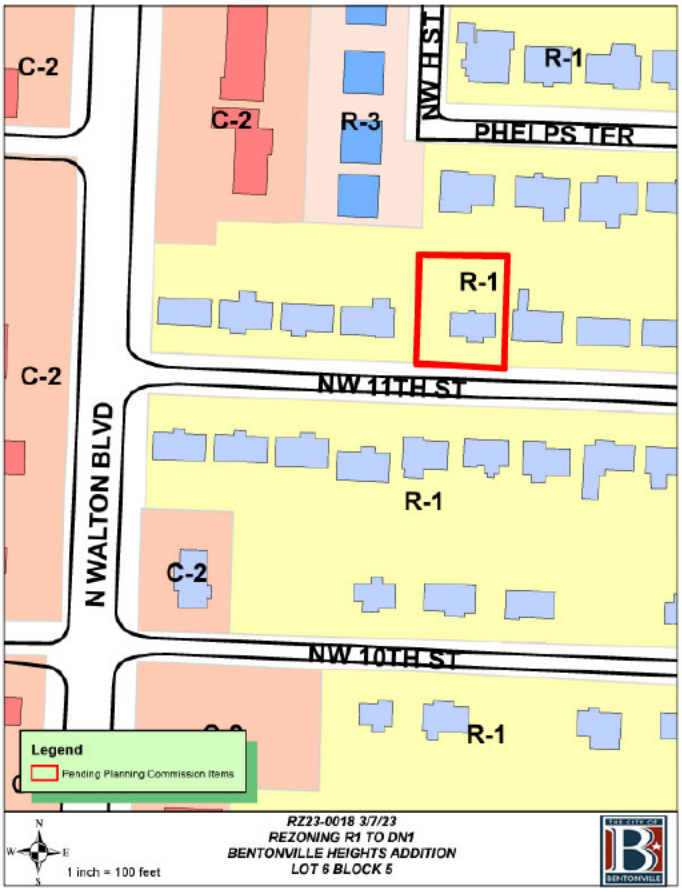
# Seventh Living LLC

810 NW 11th Street
**PC Date:** 3/7/2023
**Reviewer:** Bradley Gavrielides, Planning Technician

| | |
|---|---|
| **Project Number** | RZ23-0018 |
| **Applicant / Current Owner** | Muni Jampana / Seventh Living LLC |
| **Site Area** | +/- 0.32 acres |
| **Current Zoning** | R-1, Single Family Residential |
| **Requested Zoning** | DN-1, Downtown Low-Density Residential |
| **Future Land Use Map Designation** | Low Density Residential (LDR) |

https://arcg.is/08HvK8

**Location Map**




**Property Description**
This property is located at 810 NW 11th Street. It is currently zoned R-1, Single Family Residential. It is currently an empty lot. Adjacent zonings are R-1, Single Family Residential in all directions.

**Relationship to the General Plan**
The Future Land Use Plan depicts this property as Low Density Residential (LDR) and is surrounded by Low Density Residential. Low-density residential 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. These areas may also include local amenities for residents, including neighborhood parks, places of worship, etc.

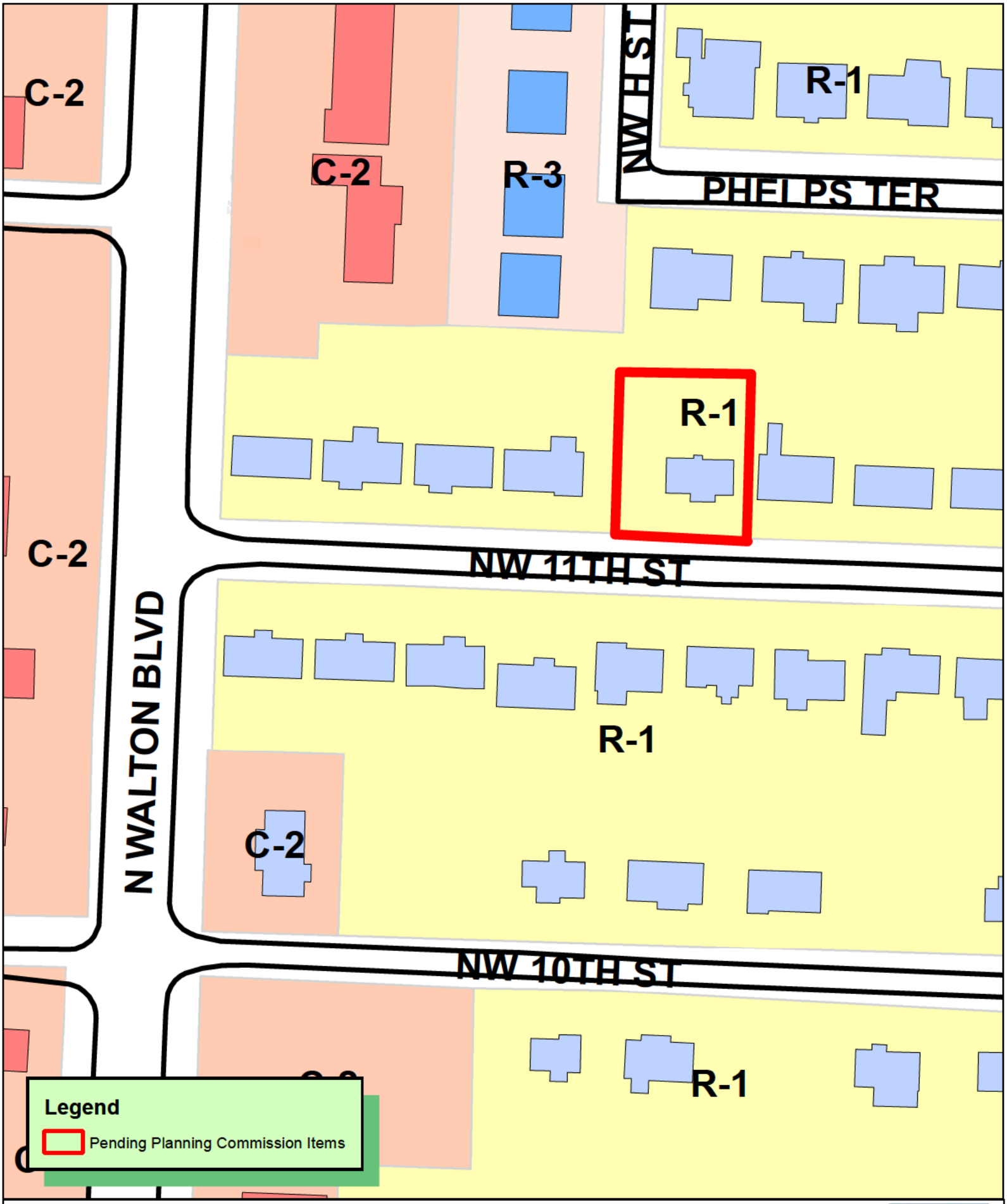
**Public Comment**
Staff has NOT received public comment regarding this request.

**Analysis**
The intent of the DN-1 district is to preserve the established development pattern of portions of the downtown neighborhoods that are predominantly single-family with lots generally larger than 60 feet in width.

The proposed zoning of DN-1 is consistent with the Future Land Use Plan. DN-1 continues the establishment of development patterns for downtown areas. The nearest location of higher density residential land use is on corner properties along NW 11th Street. Rezoning this property to DN-1 sets a precedence in continuing the pattern of development in accordance with the Future Land Use Plan.

The property is adjacent to R-1 property. The property fronts a Local Street per the Master Street Plan, which carries a lower amount of traffic than a Collector Street.

**Conclusion**
This request is consistent with the Future Land Use Plan and surrounding zoning districts, it is consistent with some of the uses of the surrounding zoning districts and development patterns located in the vicinity.

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1 inch = 100 feet

***RZ23-0018 3/7/23***
***REZONING R1 TO DN1***
***BENTONVILLE HEIGHTS ADDITION***
***LOT 6 BLOCK 5***

**ORDINANCE NO. _____**

**AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL TO DN-1, DOWNTOWN LOW-DENSITY RESIDENTIAL; AND FOR OTHER PURPOSES.**

**(PROJECT NUMBER: RZ23-0018)**

**WHEREAS**, Seventh Living 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-1, DOWNTOWN LOW-DENSITY RESIDENTIAL to be used in accordance with city zoning laws and state laws, which property is described as follows:

LOT 6, BLOCK 5 OF BENTONVILLE HEIGHTS ADDITION, BENTONVILLE, BENTON COUNTY, ARKANSAS AS SHOWN ON REVISED PLAT RECORD "O" AT PAGE 279.

**WHEREAS**, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held March 7, 2023 in the Council Chambers of the City of Bentonville;

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

**WHEREAS**, the Planning Commission voted to recommend to the City Council that the petition be approved and that said property be rezoned from its present classification of R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL to DN-1, DOWNTOWN LOW-DENSITY RESIDENTIAL.

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

Section 1: That the above-described real property is hereby changed from its present zoning classification of R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL to DN-1, DOWNTOWN LOW-DENSITY RESIDENTIAL to be used in accordance with the city zoning laws and state laws;

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

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

**PASSED AND APPROVED this_____ day of _____, 2023.**

**APPROVED:**

_____

**Stephanie Orman, Mayor**

**ATTEST:**

_____

**Kirby Romines, City Clerk**

# Jampana

3406 SE K Street

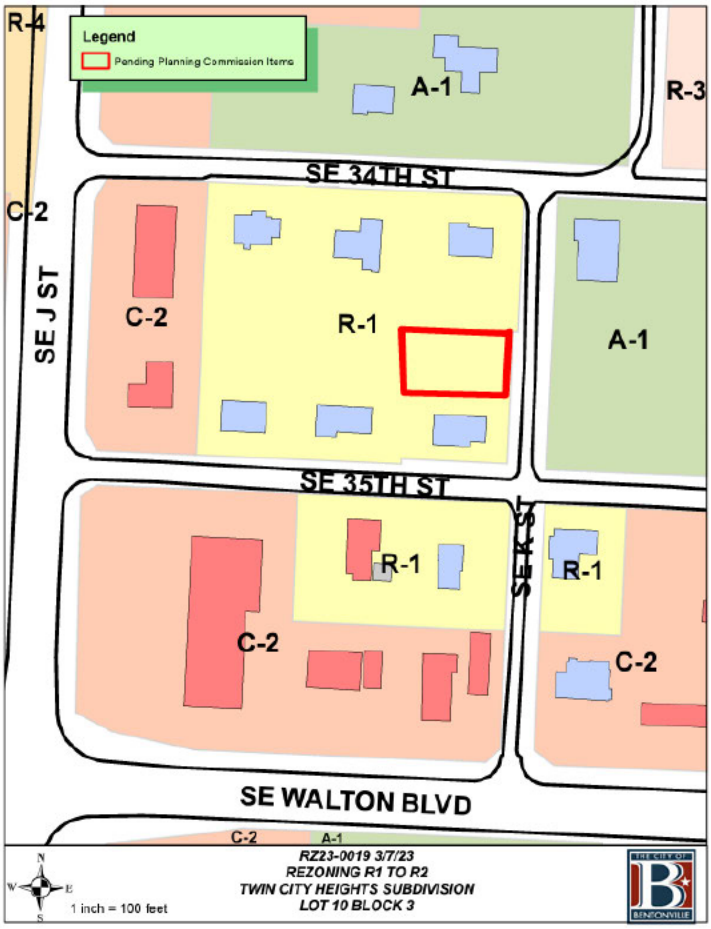
**PC Date:** 3/7/2023

**Reviewer:** Bradley Gavrielides, Planning Technician

| | |
|---|---|
| **Project Number** | RZ23-0019 |
| **Applicant / Current Owner** | Muni Jampana |
| **Site Area** | +/- 0.21 acres |
| **Current Zoning** | R-1, Single Family Residential |
| **Requested Zoning** | R-2, Medium-Density Two Family and Townhome |
| **Future Land Use Map Designation** | High Density Residential (HDR) |

https://arcg.is/08HvK8

**Location Map**




**Property Description**

This property is located at 3406 SE K Street. It is currently zoned R-1, Single Family Residential. It is currently an empty lot. Adjacent zonings are R-1, Single Family Residential to the south, west and north, with A-1 property to the east.

**Relationship to the General Plan**

The Future Land Use Plan depicts this property as High Density Residential (HDR) and is surrounded by High Density Residential. High-density residential areas include apartments, condominium buildings, senior housing, and special types of group living. These areas vary greatly in terms of density depending on scale, but typically have at least 12 units per acre. These areas may also have integrated amenities for residents, including local parks, community centers, and resident-oriented commercial uses.

**Public Comment**

Staff has received public comment regarding this request.

**Analysis**

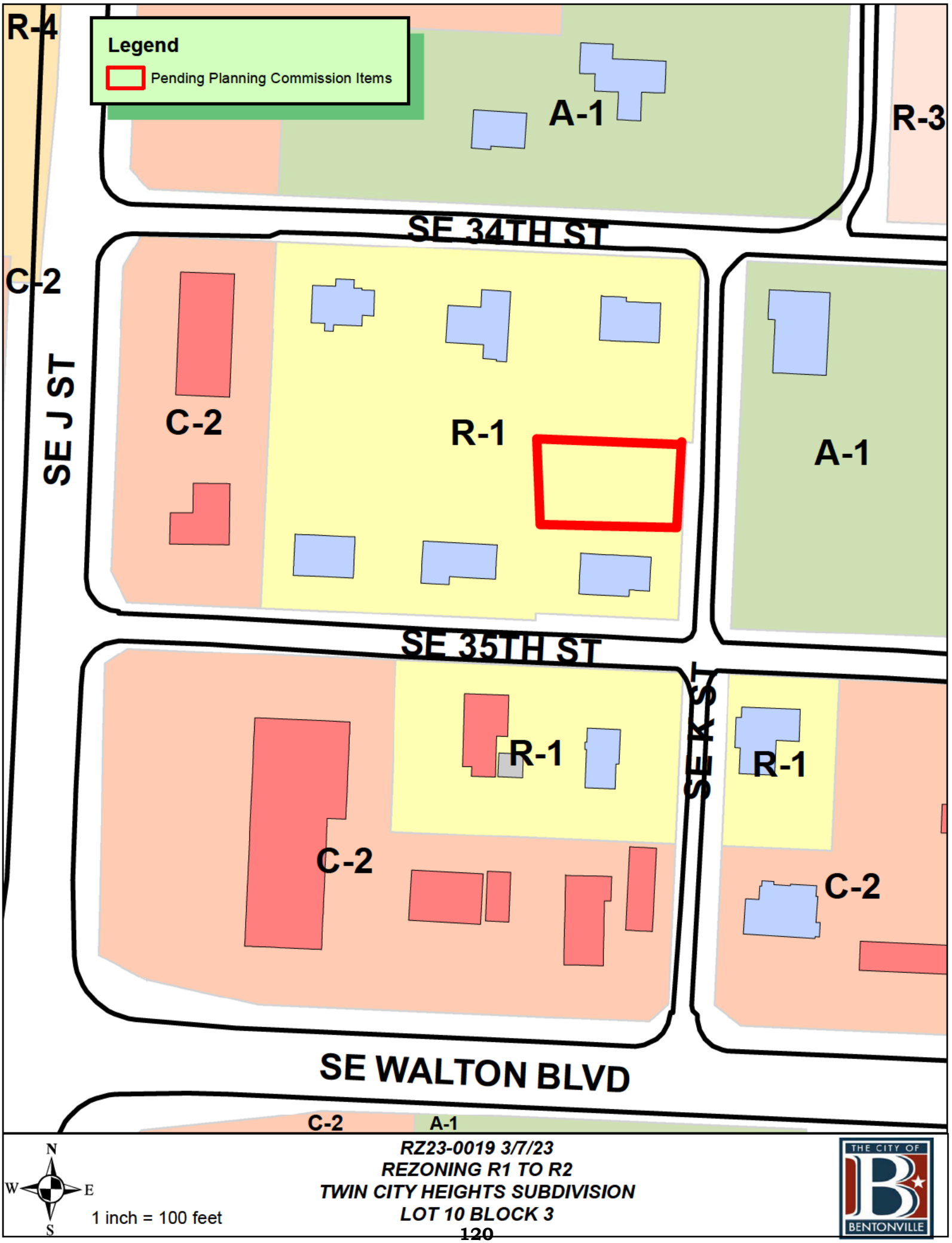
The R-2 District encourages the basic land use restrictions as the R-1 District. It allows slightly higher population density than the R-1 District, with residential and related uses separated from commercial and industrial activity. Such a district shall encourage and maintain duplex and patio home 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 conversion of one family residences to two-family use in established developed areas. The district may be in developed areas or undeveloped areas of the City where an environment compatible with moderate density residential development can be established. Such a district can also be in medium density areas where conversion may facilitate their continuation as a desirable area.

The proposed zoning of R-2 is consistent with the Future Land Use Plan. R-2 continues the establishment of two-family residential structures in established developed areas. The nearest location of higher density residential land use is to the south along SE 35th Street, where many C-2 properties are located. Rezoning this property to R-2 sets a precedence in continuing the pattern of development in accordance with the Future Land Use Plan.

The property is adjacent to R-1 property. The property fronts a Local Street per the Master Street Plan, which carries a lower amount of traffic than a Collector Street.

**Conclusion**

This request is lower than what the Future Land Use Plan intended but is consistent with surrounding zoning districts and is consistent with some of the uses of the surrounding zoning districts and development patterns located in the vicinity.


Legend
Pending Planning Commission Items
R-4
A-1
R-3
SE 34TH ST
C-2
SE J ST
C-2
R-1
A-1
SE 35TH ST
R-1
SE K ST
R-1
C-2
C-2
SE WALTON BLVD
C-2
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1 inch = 100 feet
RZ23-0019 3/7/23
REZONING R1 TO R2
TWIN CITY HEIGHTS SUBDIVISION
LOT 10 BLOCK 3
THE CITY OF
BENTONVILLE

**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 R-2, MEDIUM DENSITY TWO FAMILY AND TOWNHOME RESIDENTIAL; AND FOR OTHER PURPOSES. (PROJECT NUMBER: RZ23-0019)**

**WHEREAS**, Seventh Living 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 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 10, TWIN CITY HEIGHTS SECOND REVISION, AS SHOWN ON PLAT RECORD 2014 AT PAGE 554, AND BEING A PART OF LOT 1, BLOCK 3, TWIN CITY HEIGHTS SECOND REVISION, A PART OF THE SW 1/4 OF THE NE 1/4 OF SECTION 8, TOWNSHIP 19 NORTH, RANGE 30 WEST, BENTONVILLE, ARKANSAS, AS SHOWN ON PLAT RECORD H-134 IN THE BENTON COUNTY CIRCUIT CLERK'S OFFICE AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NW CORNER OF SAID LOT 1, BLOCK 3, THENCE S 87°18'40" E, 124.00 FEET, THENCE S 02°41'20" W, 74.06 FEET, THENCE N 87°15'19" W, 124.00 FEET, THENCE N 02°41'20" E, 73.94 FEET, TO THE POINT OF BEGINNING AND CONTAINING 0.21 ACRES, MORE OR LESS AND SUBJECT TO ANY EASEMENTS 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 March 7, 2023 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 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 R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL to R-2, MEDIUM DENSITY TWO FAMILY AND TOWNHOME RESIDENTIAL to be used in accordance with the city zoning laws and state laws;

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

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

**PASSED AND APPROVED this_____ day of _____, 2023.**

**APPROVED:**

**_____**
**Stephanie Orman, Mayor**

**ATTEST:**

**_____**
**Kirby Romines, City Clerk**

# Seventh Living LLC

908 SE G Street
**PC Date:** 3/7/2023
**Reviewer:** Bradley Gavrielides, Planning Technician

| | |
|---|---|
| **Project Number** | RZ23-0020 |
| **Applicant / Current Owner** | Muni Jampana / Seventh Living, LLC |
| **Site Area** | +/- 0.24 acres |
| **Current Zoning** | R-1, Single Family Residential |
| **Requested Zoning** | DN-3, Downtown High Density Residential |
| **Current Future Land Use Map Designation** | Medium Density Residential (MDR) |
| **Requested Future Land Use Map Designation** | High Density Residential (HDR) |

https://arcg.is/08HvK8

**Location Map**

**Property Description**
This property is located at 908 SE G Street. It is currently zoned R-1, Single Family Residential. It contains an existing single-family residential structure. Adjacent zonings are R-1, Single Family Residential to the north and south, R-3 to the east, and A-1 to the west. The applicant is requesting the rezone to increase density in the areas close to 8th Street Market, the Walmart Campus, and other amenities.

**Relationship to the General Plan**
The Future Land Use Plan depicts this property as Medium Density Residential (MDR) and is surrounded by Low Density Residential, with Medium-High density Multifamily residential across the street. 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 applicant is also requesting a Future Land Use Amendment from Medium-Density residential to High-Density residential.

**Public Comment**
Staff has received public comment regarding this request.

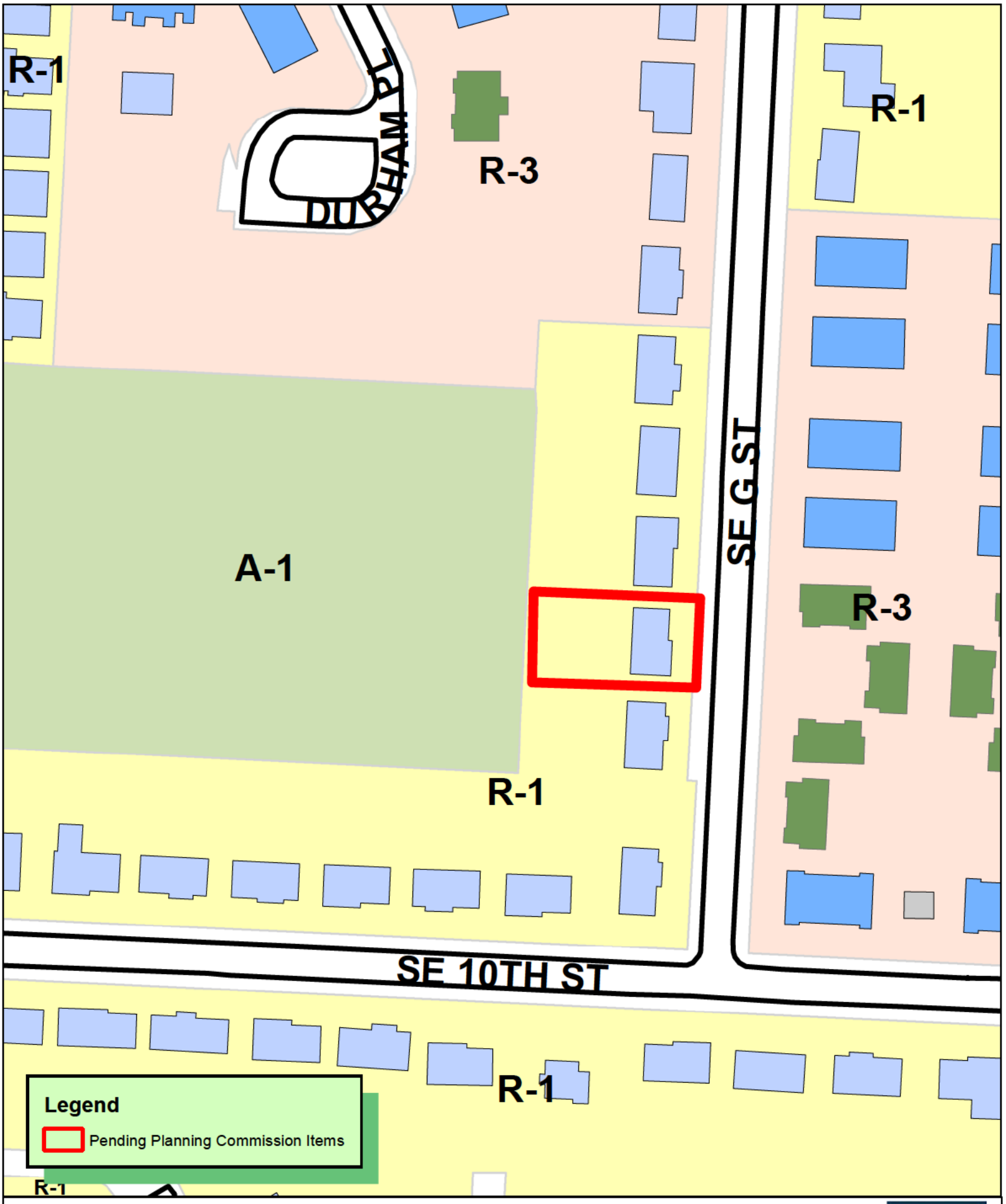
**Analysis**
The intent of the DN-3 district is to allow for an increased neighborhood density through the development of small-lot single-family housing and townhouses throughout the district. These areas tend to be adjacent to downtown commercial uses. In some instances, such as at the ends of blocks, multi-family apartment buildings may be an appropriate use in this district.

The proposed zoning of DN-3 is not consistent with the Future Land Use Plan. DN-3 is a higher density residential district, and the surrounding existing and future land use is medium to medium-high density. The nearest location of higher density residential land use is on corner properties along 8th Street. Rezoning this property to DN-3 sets a precedence in moving higher density into the interior of neighborhoods than in the Future Land Use Plan.

The property is adjacent to R-3 property. The property fronts a Local Street per the Master Street Plan, which carries a lower amount of traffic than a Collector Street.

**Conclusion**

While this request is not consistent with the Future Land Use Plan or surrounding zoning districts, it is consistent with some of the uses of the surrounding zoning districts and development patterns located in the vicinity, such as The Momentary and 8th Street Market.




*RZ23-0020 3/7/23*
*REZONING R1 TO DN3*
*FAIRFIELD ADDITION*
*LOT 2 BLOCK 3*

**RESOLUTION NO. _____**

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

**(PROJECT NUMBER: RZ23-0020)**

**WHEREAS**, Seventh Living 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 MEDIUM-DENSITY RESIDENTIAL to HIGH-DENSITY RESIDENTIAL, which property is described as follows:

LOT 2, BLOCK 3, IN FAIRFIELD ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT RECORD "O" AT PAGE 351.

**WHEREAS**, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held March 7, 2023 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 MEDIUM-DENSITY RESIDENTIAL to HIGH-DENSITY RESIDENTIAL on the City of Bentonville Future Land Use Map;

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 _____, 2023.**

**APPROVED:**

_____

**Stephanie Orman, Mayor**

**ATTEST:**

_____

**Kirby Romines, City Clerk**

**ORDINANCE NO. _____**

**AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL TO DN-3, DOWNTOWN HIGH DENSITY RESIDENTIAL; AND FOR OTHER PURPOSES.**

**(PROJECT NUMBER: RZ23-0020)**

**WHEREAS**, Seventh Living 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-3, DOWNTOWN HIGH DENSITY RESIDENTIAL to be used in accordance with city zoning laws and state laws, which property is described as follows:

LOT 2, BLOCK 3, IN FAIRFIELD ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT RECORD "O" AT PAGE 351.

**WHEREAS**, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held March 7, 2023 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-3, DOWNTOWN HIGH 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-3, DOWNTOWN HIGH DENSITY RESIDENTIAL to be used in accordance with the city zoning laws and state laws;

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

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

**PASSED AND APPROVED this_____ day of _____, 2023.**

**APPROVED:**

_____

**Stephanie Orman, Mayor**

**ATTEST:**

_____

**Kirby Romines, City Clerk**

# FINAL PLAT STAFF REPORT

## Bentonville Plaza, Ph 3 Final Plat

1005 South Walton Boulevard
**PC Date:** 3/7/2023
**Reviewer: T. Adler**

| | |
|---|---|
| **Project Number** | FP22-0005 |
| **Applicant / Current Owner** | Redbud Holdings, LLC<br>4204S. Pinnacle Hills Pkwy #102 S<br>Rogers, AR 72758 |
| **Site Area** | +/- 3.32 acres |
| **Current Zoning** | C-2, General Commercial |

https://arcg.is/08HvK8

**Location Map**

**Property Description**
This property is located at 1005 South Walton Boulevard.

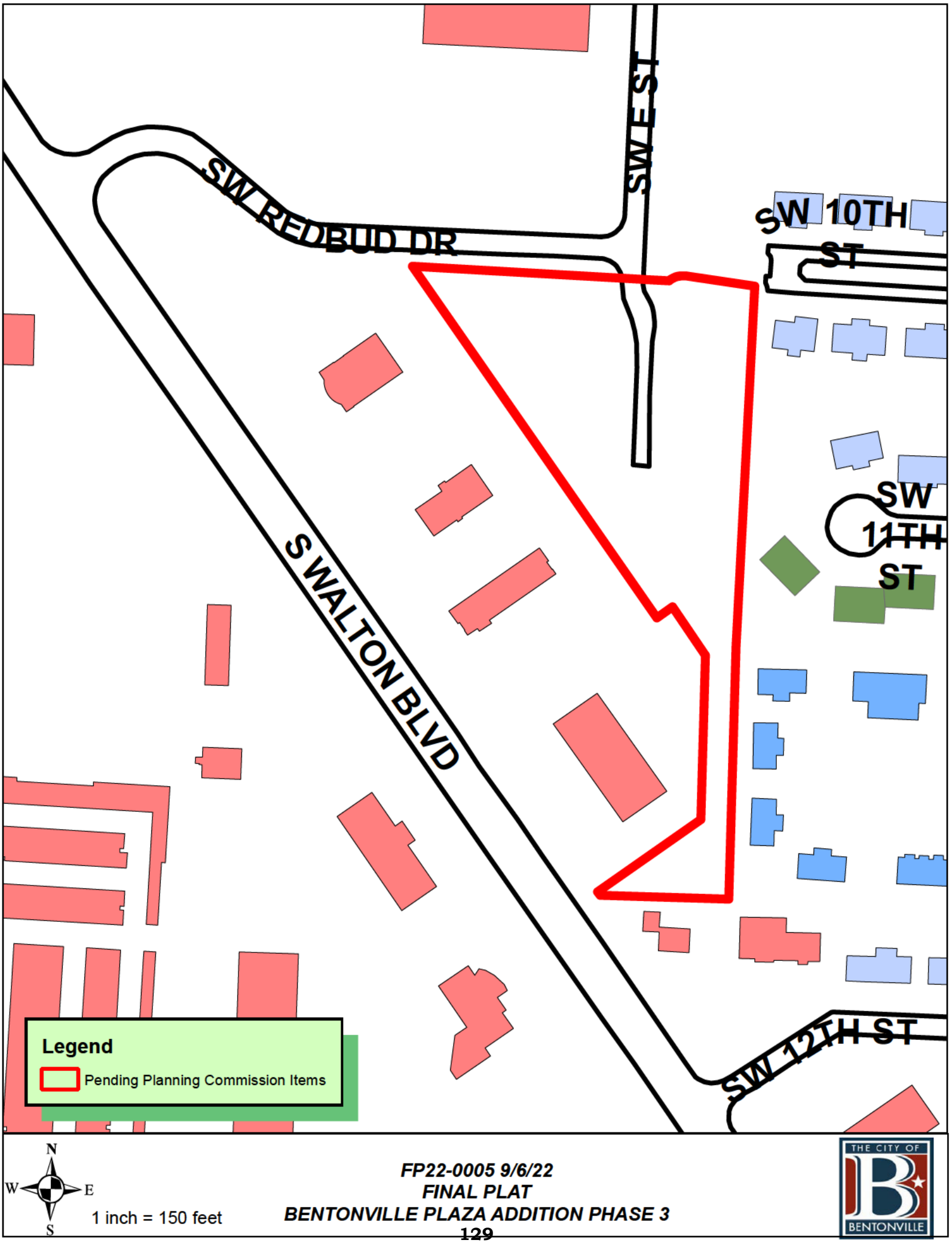
**Background**
On August 4th, 2020 Planning Commission approved the preliminary plat (PP20-0007) for the commercial subdivision. The Large Scale Development (LSD21-0004) was approved on March 1, 2021. The Final Plat for Phase 2, Lots 1-4 (FP22-0002) of Bentonville Plaza was approved by Planning Commission on April 4, 2022. The Final Plat under consideration with this item is Bentonville Plaza Addition, Phase 3, Lot 1 (2.06acres) and Lot 2 (1.26 acres) a non-buildable lot for a detention basin.

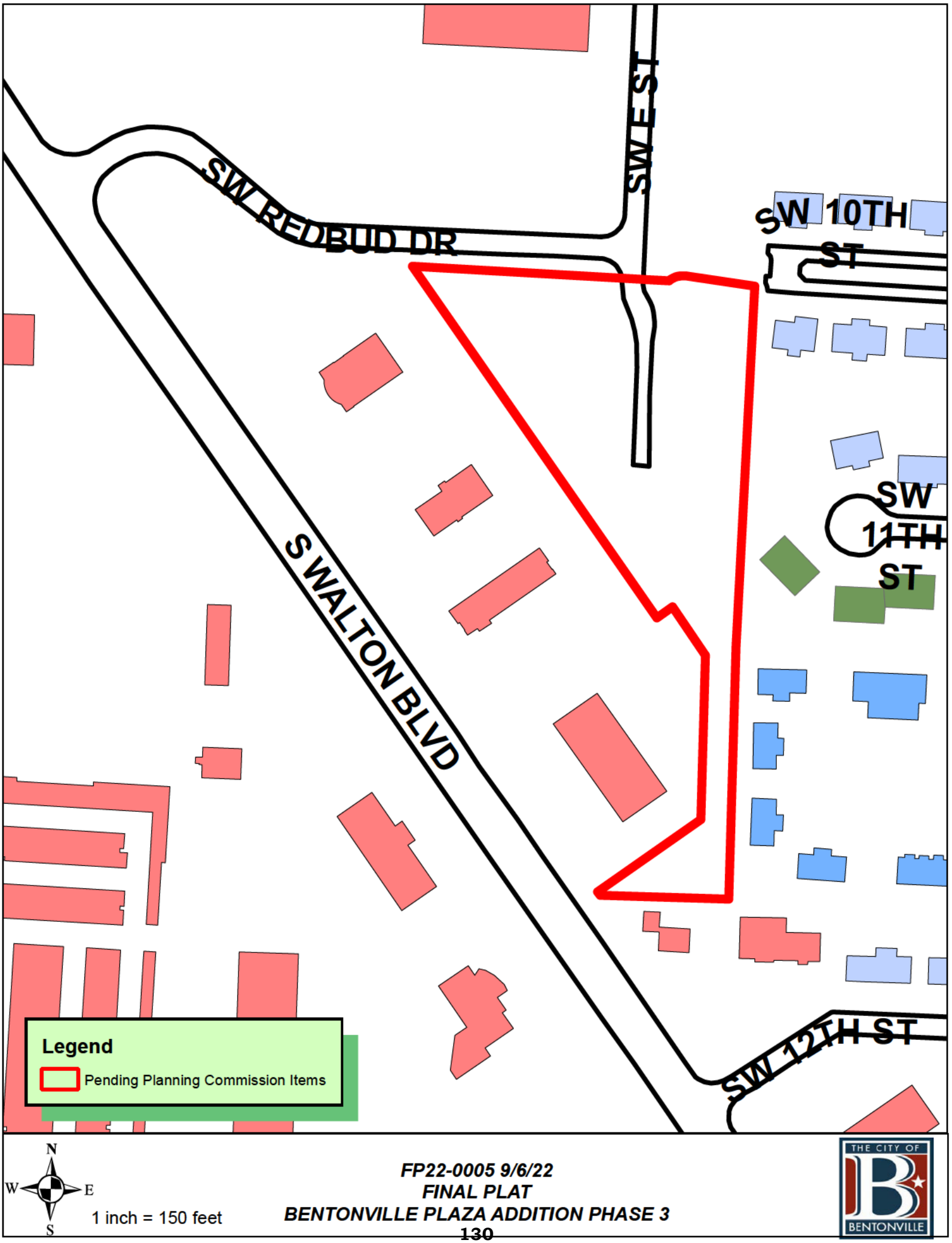
**Acceptance of the Final Plat / Waiver Request**
The Land Development Code requires the City Engineer to certify a Final Inspection prior to the applicant submitting a Final Plat to the Planning Commission for approval. This project has no certified final inspection. The applicant is seeking a waiver from Land Development Code 500.01(a) and 500.05(c) (see attached letter) which requires improvements to be completed as signified by a certified final inspection.

**Missing Improvements**
The project is missing drainage improvements per the approved plans and specifications. The drainage improvements as installed are causing a restriction to the flows as a result of an encasement that was installed by the contractor on top of an existing sewer line. Staff and applicant have agreed upon an adequate fix to the situation and staff supports the approval of the waiver subject to the following conditions.

**Proposed Conditions of approval**
If the Planning Commission is in support of the requested waiver there must be a finding that "*the granting of the waiver maintains the public health, safety and welfare of and is consistent with other property in the area.*" Pursuant to Section 300.04 (b)(3) of the Land Development Code. Staff believes this finding can be met with the following conditions:

- The Applicant shall provide a surety to the City in an amount and form acceptable to the City Engineer to guarantee the performance of the drainage repairs prior to recordation of the Final Plat.
- The Applicant shall complete all outstanding punch list items and obtain a certified Final Inspection no later than 90 days from the approval of this waiver.


SW REDBUD DR
SW E ST
SW 10TH ST
SW 11TH ST
S WALTON BLVD
SW 12TH ST
Legend
Pending Planning Commission Items
N
W
E
S
1 inch = 150 feet
FP22-0005 9/6/22
FINAL PLAT
BENTONVILLE PLAZA ADDITION PHASE 3
THE CITY OF
BENTONVILLE




*FP22-0005 9/6/22*
*FINAL PLAT*
*BENTONVILLE PLAZA ADDITION PHASE 3*

1Allied Drive, Suite 1500
Little Rock, AR
72202

Direct: 501 372 6161

Colliers

To: City of Bentonville, Arkansas

RE: Waiver Request
Bentonville Plaza
1005 S Walton Blvd,
Bentonville, AR 72712

To Whom It May Concern,

We are requesting a waiver from section 500.01.a and 500.05.c of the Land Development code which states: *"Improvements complete. And Final Inspection."*

We are requesting this waiver due to an issue with the stormwater flowline above an existing sanitary sewer line. The issue with the sewer elevation was noted in fall of 2021. During construction when the conflict was noticed, the engineer was notified and revised plans were coordinated between HFA and the City. HFA worked with Bentonville utilities to come up with a proposed solution. Once a solution was agreed upon, HFA prepared plans and submitted to the City for final review and approval. The plan was approved, and construction was completed in December of 2022.

When HFA went to request a final inspection for Phase III, City Engineering raised a concern about the elevation of the concrete cap that was installed, per the approved plan, over top of the sewer line.

The city approved sanitary sewer plan did not show specific elevations, only contours. The approved grading plan showed an elevation that was lower than what was approved on the sanitary sewer correction plan. This caused the upstream portion of the channel to not flow correctly due to the fact that the cap on the sewer line was installed too high. Currently, the engineer is working with city engineering to provide a proposed correction for this issue.

As such, the site final cannot be approved as substantially completed. Currently, we have coordinated with the engineering and utility departments to come up with an acceptable plan that coordinates with the overall city storm water plan.

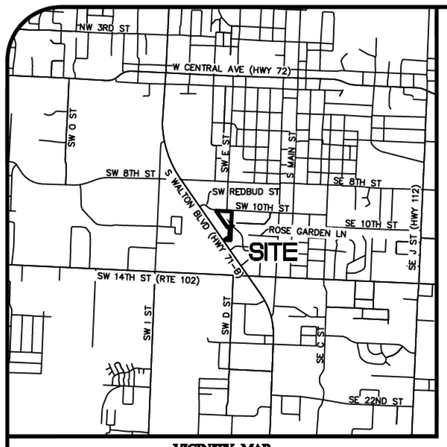
Thank you,

[redacted]

Bradford Gaines
Director of New Developments
Colliers of Arkansas
501-372-6161

# FINAL PLAT
# BENTONVILLE PLAZA ADDITION, PHASE 3: LOT 1 AND LOT 2
# CITY OF BENTONVILLE
# BENTON COUNTY, ARKANSAS

EXHIBIT A




**VICINITY MAP**
SE1/4 SW1/4 AND NE1/4 SW1/4, SECTION 31, T20N, R30W
SCALE: 1"=2000'
*(REDUCED FOR FILING)*

## NOTES

1. THIS PLAT REPRESENTS A FINAL PLAT OF BENTONVILLE PLAZA ADDITION, PHASE 3: LOT 1 AND LOT 2 TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS. THE PARENT TRACT OF LOT 1 AND LOT 2, SHOWN HEREON, IS SHOWN AS THE "REMAINDER" ON THE FINAL PLAT OF BENTONVILLE PLAZA ADDITION, PHASE 2, RECORDED AS INSTRUMENT NUMBER L202231904 IN THE LAND RECORDS OF BENTON COUNTY.
2. BENTONVILLE PLAZA ADDITION, PHASE 3 CONSISTS OF A TOTAL OF 2 LOTS, INCLUDING 1 BUILDABLE LOT AND 1 NON-BUILDABLE (DETENTION) LOT.
3. PARENT TRACT IS LOCATED WITHIN THE CITY LIMITS OF BENTONVILLE, ARKANSAS.
4. SOURCE OF TITLE: DEED INSTRUMENT NO. L202070621.
5. A TITLE COMMITMENT OR TITLE REPORT WAS NOT PROVIDED TO THE SURVEYOR.
6. WITH THE EXCEPTION OF A BLANKET DRAINAGE EASEMENT UPON ALL OF LOT 2 PER THIS PLAT, ALL EASEMENTS SHOWN HEREON ARE PER THE FINAL PLAT OF BENTONVILLE PLAZA ADDITION, PHASE 2, RECORDED AS INSTRUMENT NUMBER L202231904 IN THE LAND RECORDS OF BENTON COUNTY. ACCESS EASEMENTS (A.E.) ARE PRIVATE AS PRESENTED & RECORDED PER INSTRUMENT NO. L202070737. APART FROM EXISTING 20-FOOT (20') UTILITY EASEMENT (U.E.) PER PLAT 2007-705, SHOWN HEREON, EXISTING EASEMENTS PRIOR TO FINAL PLAT OF BENTONVILLE PLAZA ADDITION, PHASE 2 WERE VACATED BY ORDINANCE NO. 2023-18.
7. THIS SURVEY MEETS THE 2020 "ARKANSAS STANDARDS OF PRACTICE FOR PROPERTY BOUNDARY SURVEYS AND PLATS", WHICH IS ALSO KNOWN AS THE "STANDARDS OF PRACTICE NO. 1".
8. BASIS OF BEARINGS: GRID NORTH OF THE ARKANSAS STATE PLANE COORDINATE SYSTEM OF 1983, NORTH ZONE ESTABLISHED BY OPUS REFERENCE FRAME: (2011)(EPOCH: 2010.0000).
9. BASIS OF ELEVATIONS: NAVD88 (GEOID18) ESTABLISHED BY OPUS REFERENCE FRAME: (2011)(EPOCH: 2010.0000). SITE BENCHMARK #1 IS A CHISELED CROSS IN CONCRETE, SHOWN HEREON, AND LOCATED AT:
   N: 745796.65'
   E: 659620.04'
   EL: 1283.42'
10. ALL DISTANCES SHOWN HEREON ARE IN U.S. SURVEY FEET.
11. PROPOSED USE IS COMMERCIAL DEVELOPMENT.
12. NO ATTEMPT WAS MADE TO SHOW BUILDING SETBACK LINES GRAPHICALLY HEREON. CURRENT MINIMUM SETBACK REQUIREMENTS ARE LISTED UNDER "ZONING DATA". BUILDING SETBACKS ARE DEPENDENT ON THE ORIENTATION OF THE BUILDING(S) TO BE CONSTRUCTED. 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 AT 479-271-3122.
13. NO WETLANDS DELINEATION WAS FOUND AT THE TIME OF SURVEY. SURVEYOR IS UNAWARE IF AN ARMY CORPS OF ENGINEERS DETERMINATION IS IN PROGRESS.
14. FENCES OR OTHER STRUCTURES SHALL NOT BE CONSTRUCTED IN ANY DRAINAGE EASEMENT.
15. ENVIRONMENTAL AND SUBSURFACE CONDITIONS WERE NOT EXAMINED AS PART OF THIS SURVEY.
16. ALL SIGNAGE SHALL REQUIRE PERMITTING.
17. FENCING SHALL REQUIRE A SEPARATE PERMIT.
18. THERE MAY NOT BE FENCES OR ANY OTHER STRUCTURES BUILT IN ANY DRAINAGE EASEMENTS.
19. 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.
20. OWNER/DEVELOPER SHALL COORDINATE WITH ALL LOCAL UTILITIES TO ENSURE THAT EACH LOT HAS WATER, SEWER, AND ELECTRIC SERVICE.
21. SIDEWALKS SHALL BE THE RESPONSIBILITY OF THE BUILDER/OWNER AT TIME OF BUILDING PERMIT ISSUANCE.
22. DECLARATION IS MADE TO THE ORIGINAL PURCHASER OF THE SURVEY AND IS NOT TRANSFERABLE.
23. SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL SEAL AND SIGNATURE OF SURVEYOR PRESENT.
24. ALL ITEMS NOT COMPLETE AT THE TIME OF PLANNING COMMISSION AND CITY COUNCIL APPROVAL SHALL BE GUARANTEED BY THE OWNER/DEVELOPER PRIOR TO THE FILING OF THIS PLAT.

***FLOOD NOTE***
A PORTION OF THE PARENT TRACT WAS REMOVED FROM THE FLOOD PLAIN BY LETTER OF MAP REVISION BASED ON FILL (LOMR-F) CASE NO. 22-06-0993A, WHICH BEARS AN EFFECTIVE DATE OF MARCH 02, 2022.
BY GRAPHIC PLOTTING ONLY, ACCORDING TO FLOOD INSURANCE RATE MAP (FIRM) NO. 05007C0225K WHICH BEARS AN EFFECTIVE DATE OF JUNE 05, 2012, A PORTION OF THE PARENT TRACT IS IN ZONE AE, A SPECIAL FLOOD HAZARD AREA WITH BASE FLOOD ELEVATION (BFE); A PORTION OF THE PARENT TRACT IS IN ZONE X, 0.2% ANNUAL CHANCE FLOOD HAZARD, AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTH LESS THAN ONE FOOT OR WITH DRAINAGE AREAS OF LESS THAN ONE SQUARE MILE; AND A PORTION OF THE PARENT TRACT IS IN ZONE X (UNSHADED), AN AREA OF MINIMAL FLOOD HAZARD. NO FIELD SURVEYING WAS PERFORMED TO DETERMINE THESE ZONES. SEE ALSO THE LETTER OF MAP REVISION (LOMR) CASE NO. 21-06-0748P, WHICH BEARS AN EFFECTIVE DATE OF MARCH 28, 2022.

## ZONING DATA

A ZONING LETTER OR ZONING REPORT WAS NOT PROVIDED TO THE SURVEYOR. PARENT TRACT IS ZONED C-2, GENERAL COMMERCIAL.

LOT AND AREA STANDARDS:
- MIN. LOT AREA = 7,000 SQ. FT.
- MIN. LOT WIDTH = 70 FT.
- MAX. LOT COVERAGE = 60%

MINIMUM SETBACK REQUIREMENTS:
- *SEE NOTE 11
- FRONT:
  - PARKING IN FRONT = 50 FT.
  - NO PARKING IN FRONT = 20 FT.
- SIDE:
  - ADJACENT TO NON-RESIDENTIAL DISTRICT = 7 FT.
  - ADJACENT TO RESIDENTIAL DISTRICT = 30 FT.
- REAR:
  - ADJACENT TO NON-RESIDENTIAL DISTRICT = 20 FT.
  - ADJACENT TO RESIDENTIAL DISTRICT = 30 FT.

MAXIMUM HEIGHT STANDARDS:
- MAXIMUM HEIGHT = 60 FT.

## RECORD DESCRIPTION OF PARENT TRACT / PHASE 3

PART OF LOTS 8 AND 12 AND ALL OF LOT 13, BENTONVILLE PLAZA ADDITION AS SHOWN ON THAT CERTAIN PROPERTY LINE ADJUSTMENT CREATING LOTS 8-13, BENTONVILLE PLAZA ADDITION, BENTONVILLE, BENTON COUNTY, ARKANSAS APPEARING IN PLAT BOOK 2016 AT PAGE 145; BEING MORE PARTICULARLY DESCRIBED AS THE "REMAINDER" AS SHOWN ON THE FINAL PLAT OF BENTONVILLE PLAZA ADDITION, PHASE 2, RECORDED AS INSTRUMENT NUMBER L202231904 IN THE LAND RECORDS OF BENTON COUNTY.

## SURVEY DESCRIPTION OF PARENT TRACT / PHASE 3

PART OF THE SE1/4 OF THE SW1/4 AND PART OF THE NE1/4 OF THE SW1/4 OF SECTION 31, TOWNSHIP 20 NORTH, RANGE 30 WEST, FIFTH PRINCIPAL MERIDIAN, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A FOUND 5/8-INCH REBAR AT THE NORTHEAST CORNER OF SAID SE1/4 OF THE SW1/4; THENCE ALONG THE EAST LINE OF SAID SE1/4 OF THE SW1/4, S01°40'19"W 329.86 FEET TO A FOUND 5/8-INCH REBAR WITH CAP MARKED "PLS 1337"; THENCE DEPARTING SAID EAST LINE, N88°25'15"W 167.99 FEET TO A FOUND COTTON PICKER SPINDLE ON THE NORTHEAST RIGHT OF WAY OF S WALTON BLVD; THENCE ALONG SAID NORTHEAST RIGHT OF WAY, N35°27'42"W 6.00 FEET TO A FOUND 5/8-INCH REBAR WITH CAP MARKED "PLS 1337"; THENCE DEPARTING SAID NORTHEAST RIGHT OF WAY, N55°02'37"E 164.62 FEET TO A FOUND 5/8-INCH REBAR WITH CAP MARKED "PLS 1337"; THENCE N01°40'19"E 214.78 FEET TO A FOUND 5/8-INCH REBAR WITH CAP MARKED "PLS 1337"; THENCE N34°23'00"W 76.56 FEET TO A FOUND 5/8-INCH REBAR WITH CAP MARKED "PLS 1337"; THENCE S55°10'58"W 25.00 FEET TO A FOUND 5/8-INCH REBAR WITH CAP MARKED "PLS 1337"; THENCE N34°49'02"W 173.79 FEET TO A FOUND 5/8-INCH REBAR WITH CAP MARKED "PLS 1337"; THENCE N34°49'02"W 180.00 FEET TO A FOUND 5/8-INCH REBAR WITH CAP MARKED "PLS 1337"; THENCE N34°49'02"W 206.26 FEET TO A FOUND 5/8-INCH REBAR WITH CAP MARKED "PLS 1337" ON THE SOUTH RIGHT OF WAY OF SW REDBUD DR; THENCE ALONG SAID SOUTH RIGHT OF WAY, S86°43'46"E 317.27 FEET TO A FOUND 5/8-INCH REBAR WITH CAP MARKED "PLS 1337"; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY, S86°44'27"E 18.91 FEET FEET TO A FOUND 5/8-INCH REBAR WITH CAP MARKED "PLS 1021"; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY, 23.37 FEET ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 47°29'23", A RADIUS OF 28.20 FEET, AND A LONG CHORD THAT BEARS N73°58'24"E 22.71 FEET TO A FOUND 1/2-INCH REBAR; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY, S81°30'33"E 91.21 FEET TO A FOUND 1/2-INCH REBAR WITH CAP MARKED "PLS 1339" ON THE EAST LINE OF AFORESAID NE1/4 OF THE SW1/4; THENCE DEPARTING SAID SOUTH RIGHT OF WAY AND ALONG SAID EAST LINE, S02°57'11"W 471.75 FEET TO THE POINT OF BEGINNING, CONTAINING 144,422 SQUARE FEET OR 3.32 ACRES, MORE OR LESS. SUBJECT TO ANY EASEMENTS, COVENANTS, OR RESTRICTIONS OF RECORD OR FACT.

## CERTIFICATE OF OWNERSHIP

WE THE UNDERSIGNED, OWNERS OF THE REAL ESTATE SHOWN AND DESCRIBED HEREIN, DO HEREBY CERTIFY THAT WE HAVE LAID OFF, PLATTED, AND SUBDIVIDED AND DO HEREBY LAY OFF, PLAT, SUBDIVIDE SAID REAL ESTATE IN ACCORDANCE WITH THIS PLAT AND DO HEREBY DEDICATE TO THE USE OF THE PUBLIC THE STREETS, ALLEYS, DRIVES, EASEMENTS [EXCEPT ACCESS EASEMENTS; SEE NOTE #14], ETC. AS SHOWN ON SAID PLAT.

SIGNED: _____ DATE OF EXECUTION: _____

PRINT NAME: _____ SOURCE OF TITLE: DEED INSTR. NO. L202070621

ADDRESS:

_____

_____

STATE OF _____

COUNTY OF _____

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____, 20_____.

NOTARY PUBLIC _____

MY COMMISSION EXPIRES_____

## CARROLL ELECTRIC COOPERATIVE CORPORATION DEDICATION

WE, _____, OWNERS OF THE REAL ESTATE SHOWN AND DESCRIBED HERE, ON THIS DATE, _____, DO HEREBY DEDICATE THE PUBLIC STREETS AND EASEMENTS SHOWN UPON THIS PLAT. SAID EASEMENTS SHALL BE FOR THE BENEFIT OF CARROLL ELECTRIC COOPERATIVE CORPORATION, A PERPETUAL EASEMENT RIGHT, PRIVILEGE, AND AUTHORITY TO ENTER UPON THE LANDS OF THE UNDERSIGNED GRANTOR, AND TO PLACE, CONSTRUCT, RECONSTRUCT, ERECT, EXCAVATE, ADD TO, RELOCATE, REBUILD, MODIFY, CHANGE OPERATIVE VOLTAGE LEVEL, REPAIR, REPLACE, PATROL, OPERATE AND MAINTAIN ON, OVER, AND UNDER THE DESCRIBED LANDS, AND IN AND UPON ALL STREETS, ROADS, HIGHWAYS, AND OTHER RIGHTS OF WAY ABUTTING SAID PREMISES, UNDERGROUND CABLES OF ONE OR MORE CIRCUITS TO SERVE AS SERVICE, DISTRIBUTION, OR TRANSMISSION LINES, OR COMBINATIONS OF ALL, TO TRANSMIT ELECTRICAL ENERGY AND COMMUNICATIONS, INCLUDING BUT NOT LIMITED TO BURIED OR ABOVE GROUND CABLE, TRANSFORMERS, JUNCTION CABINETS, VAULTS, AND OTHER APPURTENANCES NECESSARY THERETO, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS TO AND FROM THE LINES OF THE COOPERATIVE OVER THE LANDS OF THE GRANTORS FOR THE PURPOSE OF INSTALLING, REPAIRING, REPLACING, UPGRADING OR OTHERWISE ACCESSING THE ELECTRIC SYSTEM TO BE INSTALLED IN THE EASEMENT, WHICH SAID LANDS ARE DESCRIBED UNDER THE LEGAL DESCRIPTION ON THIS PLAT.

GRANTORS DO ALSO HEREBY GRANT AND CONVEY TO COOPERATIVE THE PERPETUAL RIGHT TO CLEAR AND KEEP CLEAR BY CUTTING, TRIMMING, SPRAYING, OR REMOVING BY ANY OTHER MANNER ALL BRUSH, TREES, TIMBER, AND VEGETATION WITHIN THE DEFINED EASEMENT, AND AGREE THAT NO SHRUBS, TREES, STRUCTURES, OR FENCES SHALL BE PLANTED OR CONSTRUCTED WITHIN THE SAID EASEMENT.

GRANTORS AGREE TO MAKE NO USE OF, NOR PERMIT OTHERS TO MAKE ANY USE OF SAID EASEMENT THAT WOULD REDUCE IN CLEARANCE OR IN ANY OTHER WAY INTERFERE WITH THE PROPER AND SAFE OPERATION AND OR MAINTENANCE OF THE ELECTRICAL FACILITIES.

PRINTED NAME / COMPANY | OWNER SIGNATURE & TITLE | DATE

## 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

## OWNER

REDBUD HOLDINGS, LLC
4204 S PINNACLE HILLS PKWY, UNIT 102, ROGERS, AR 72758
BRADFORD GAINES, MEMBER
501-978-6592

## SURVEYOR

ANDERSON ENGINEERING, INC.
5311 W VILLAGE PKWY, ROGERS, AR 72758
JIM COLLINS, PLS LICENSE NO. 1337
479-286-8181

## CIVIL ENGINEER

HARRISON FRENCH & ASSOCIATES, LTD
1705 S WALTON BLVD, SUITE 3, BENTONVILLE, AR 72712
RYAN GILL, PE LICENSE NO. 12539
479-273-7780

BLACK HILL ENERGY
JOSH KNIGHT
1301 FEDERAL WAY, PO BOX 2129
LOWELL, AR 72745
(479) 333-7005
JOSHUA.KNIGHT@BLACKHILLSCORP.COM

AT&T
BRENT BALDWIN
1133 EAST HAROLD ST.
FAYETTEVILLE, AR 72703
OFFICE: (479) 571-6609
CELL: (479)-200-9022
BB6585@ATT.COM

COX COMMUNICATIONS
CHAD HODGE
4901 S. 48TH STREET
SPRINGDALE, AR 72762
(479) 263-7057
CHAD.HODGE@COX.COM
& TIMOTHY GOSS
(479) 651-5583
TIMOTHY.GOSS@COX.COM

FIRE DEPT.
CITY OF BENTONVILLE
BRENT BOYDSTON, FIRE CHIEF
800 SW A STREET
BENTONVILLE, AR 72712
(479) 271-5927

STREET DEPT.
CITY OF BENTONVILLE
TONY DAVIS
3200 SW MUNICIPAL DRIVE
BENTONVILLE, AR 72712
(479) 271-3130

WATER DEPT.
CITY OF BENTONVILLE
BEAU THOMPSON
3200 SW MUNICIPAL DRIVE
BENTONVILLE, AR 72712
(479) 271-3140

ELECTRIC DEPT.
CITY OF BENTONVILLE
CHARLIE BARNES
3200 SW MUNICIPAL DRIVE
BENTONVILLE, AR 72712
(479) 271-3159

WASTEWATER DEPT.
CITY OF BENTONVILLE
CHRIS EARL
1901 NE A STREET
BENTONVILLE, AR 72712
(479) 271-3161

PLANNING DEPT.
CITY OF BENTONVILLE
ELLEN NORVELL
305 SW A STREET
BENTONVILLE, AR 72712
PHONE: (479) 271-3122

BUILDING AND FIRE SAFETY
CITY OF BENTONVILLE
JAKE FEEMSTER
305 SW A STREET
BENTONVILLE, AR 72712
(479) 271-3108

CITY ENGINEER
CITY OF BENTONVILLE
DAN WEESE
3200 SW MUNICIPAL DRIVE
BENTONVILLE, AR 72712
(479) 271-5993

STORMWATER
CITY OF BENTONVILLE
JANET PATH
3200 SW MUNICIPAL DRIVE
BENTONVILLE, AR 72712
(479) 271-5002
JPATH@BENTONVILLEAR.COM

## CERTIFICATE OF SURVEYING ACCURACY

I, JAMES E. COLLINS, 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.

JAMES E. COLLINS
REGISTERED LAND SURVEYOR
NO. 1337
STATE OF ARKANSAS

DATE OF EXECUTION

REGISTERED PROFESSIONAL LAND SURVEYOR — STATE OF ARKANSAS NO.1337 — JAMES E. COLLINS

CERTIFICATE OF AUTHORIZATION — Anderson Engineering Inc. No. 335 — ARKANSAS

STATE PLAT CODE: 500-20N-30W-0-31-300-04-1337
CITY OF BENTONVILLE PROJECT NO.: FP22-0005
ATLAS PAGE: 403C

ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS SURVEYORS LABORATORIES DRILLING
5311 W. VILLAGE PKWY, ROGERS, AR 72758 PHONE (479) 286-8181

DRAWING INFO.
FIELD BY: CTH
DRAWN BY: KLM
CHECK BY: JEC
DATE: 08/01/2022
FIELD BOOK:
JOB NUMBER: 21R020017

| NO. | DESCRIPTION | BY | DATE |
|---|---|---|---|
| 1 | 1ST SET OF CITY COMMENTS | KLM | 06/12/22 |
| 2 | 2ND SET OF CITY COMMENTS | KLM | 09/06/22 |
| 3 | EASEMENT VACATION DOC. NO.: | KLM | 02/14/23 |

©COPYRIGHT ANDERSON ENGINEERING, INC. 2022

**REDBUD HOLDINGS, LLC**
**FINAL PLAT**
**BENTONVILLE PLAZA ADDITION**
**PHASE 3: LOT 1 AND LOT 2**
SE1/4 SW1/4 AND NE1/4 SW1/4, SECTION 31, T20N, R30W
1105 S WALTON BLVD, BENTONVILLE, AR 72712
CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS

DRAWING NO. NWA-100-0255
SHEET NUMBER 1 OF 2

EXHIBIT A

GRID

CONVERGENCE = -1° 17' 20"
COMBINED SCALE FACTOR = 0.999970874
COMPUTED AT FOUND 5/8" REBAR FOR NORTHEAST CORNER OF SE1/4 SW1/4, SECTION 31, T20N, R30W FOR P.O.B. OF PARENT TRACT
LATITUDE = N36° 21' 38.35550715"
LONGITUDE = W94° 12' 53.58986909"
ELEVATION = 1279.24'

| LINE TABLE | | |
|---|---|---|
| LINE # | BEARING | DISTANCE |
| L1 | N35°27'42"W | 6.00' |
| L2 | N35°15'34"W | 22.54' |
| L3 | N47°24'00"E | 33.92' |
| L4 | N84°21'41"E | 17.40' |
| L5 | S86°44'27"E | 18.91' |
| L6 | S55°10'58"W | 25.00' |
| L7 | S3°24'19"W | 22.62' |
| L8 | S86°35'41"E | 7.56' |
| L10 | S34°49'02"E | 7.50' |
| L11 | N55°04'46"E | 28.50' |
| L12 | N14°41'32"W | 8.94' |
| L13 | N53°28'09"E | 21.77' |
| L14 | S53°28'09"W | 14.50' |
| L15 | N14°41'32"W | 2.38' |
| L16 | S14°41'32"E | 25.26' |
| L17 | N3°38'13"E | 11.13' |
| L18 | S62°16'12"E | 40.68' |
| L19 | S86°58'22"E | 4.32' |
| L20 | N68°57'01"E | 24.30' |
| L21 | S85°14'10"E | 24.00' |
| L22 | S80°09'59"E | 54.74' |
| L23 | S49°56'41"E | 17.84' |
| L24 | S48°27'37"E | 28.78' |
| L25 | S49°56'41"E | 22.46' |

| CURVE TABLE | | | | | |
|---|---|---|---|---|---|
| CURVE # | ARC LENGTH | RADIUS | CENTRAL ANGLE | CHORD BEARING | CHORD DISTANCE |
| C1 | 23.37' | 28.20' | 47°29'23" | N73°58'24"E | 22.71' |

## TABLE OF ADJACENT PROPERTIES

1 — 01-11094-000
BENTONVILLE PLAZA OWNER LLC
SW REDBUD DR
LOT 7, BENTONVILLE PLAZA ADDITION, PLAT 2003-284
ZONED C-3, MIXED-USE COMMERCIAL

2 — 01-03620-000
CLAY, CHADWICK
510 SW 10TH ST
LOT 12, PARK ADDITION
ZONED R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL

3 — 01-03859-000
P & E WALKER INVESTMENTS LLC
502 – 506 SW 12TH
LOT 1 & 2 EXCEPT EAST 35', BLOCK 1, RAZORBACK ADDITION
ZONED C-2, GENERAL COMMERCIAL

4 — 01-00588-000
CITY OF BENTONVILLE
ZONED C-2, GENERAL COMMERCIAL

5 — 01-04898-000
SLUYTER, AARON & CHERYL
1111 S WALTON BLVD
LOT 1, JOHNSON ADDITION
ZONED C-2, GENERAL COMMERCIAL

6 — 01-07068-000
FIRST WESTERN BANK
1108 S WALTON BLVD
LOT 2, CASSIDY ADDITION
ZONED C-2, GENERAL COMMERCIAL

## LEGEND

- PARENT TRACT PROPERTY LINE
- LOT LINE
- PREVIOUS, ADJOINING, OR ADJACENT PROPERTY LINE
- EASEMENT LINE PER PLAT INSTR. NO. L202231904
- EXISTING EASEMENT LINE, AS NOTED
- RIGHT OF WAY LINE
- CENTERLINE
- EDGE OF ASPHALT
- BACK OF CURB
- EDGE OF CONCRETE
- CONCRETE SIDEWALK
- DRAINAGE EASEMENT FOR PUBLIC USE; SEE NOTE #6
- FEMA ZONE AE (SEE FLOOD NOTE ON SHEET 1)
- FEMA ZONE X, 0.2% ANNUAL CHANCE FLOOD HAZARD ... (SEE FLOOD NOTE ON SHEET 1)
- CROSS SECTION FROM FEMA FIRM (SEE FLOOD NOTE ON SHEET 1)

- SET 5/8" REBAR WITH CAP PLS 1337
- FOUND MONUMENT, AS NOTED
- BENCHMARK
- SEE TABLE OF ADJACENT PROPERTIES
- MISC. POINT, AS NOTED
- POWER POLE
- GUY WIRE
- SANITARY SEWER MANHOLE
- DRAINAGE/STORMWATER MANHOLE
- ELECTRIC TRANSFORMER (ET)
- WATER VALVE (WV)
- FIRE HYDRANT

RBR REBAR
CPS COTTON PICKER SPINDLE
BFE BASE FLOOD ELEVATION
A.E. ACCESS EASEMENT FOR PRIVATE USE; SEE NOTE #6
U.E. UTILITY EASEMENT FOR PUBLIC USE; SEE NOTE #6
R RADIUS
ZONE _ FEMA ZONE (SEE FLOOD NOTE ON SHEET 1)
WV WATER VALVE
ET ELECTRIC TRANSFORMER
CONC CONCRETE
FFE FINISH FLOOR ELEVATION

SW REDBUD DR — EXISTING VARIABLE WIDTH PUBLIC RIGHT OF WAY PER PLAT 2016-145
S86°43'46"E 317.27'
S86°44'16"E 198.54'
S87°30'33"E 912.1'
SW 10TH ST
SW 11TH ST
1278.9 FEET
S2°57'11"W 477.5'
SW CERCIS LN — PRIVATE STREET
S. WALTON BLVD (HWY 71-B) — EXISTING 120' PUBLIC RIGHT OF WAY PER PLAT 2016-145
1278.1 FEET
N35°15'34"W 580.05'
N4°40'19"E 214.78'
S1°40'19"W 329.86'
N55°02'37"E 164.62'
N86°25'15"W 167.99'
N53°28'09"E 78.56'

LOT 1
89,633 SQ. FT. ±
2.06 AC. ±
MINIMUM FFE = 1281.9'

PARENT TRACT
PART OF LOTS 8 AND 12 AND ALL OF LOT 13, BENTONVILLE PLAZA ADDITION PER PLAT BOOK 2016 AT PAGE 145; "REMAINDER" PER BENTONVILLE PLAZA ADDITION, PHASE 2 RECORDED AS PLAT INSTR. NO. L202231904

PHASE 3
PER THIS PLAT
REDBUD HOLDINGS LLC
ZONED C-2, GENERAL COMMERCIAL
144,422 SQ. FT. ± OR 3.32 AC. ±

LOT 2 (DETENTION)
54,788 SQ. FT. ±
1.26 AC. ±
NON-BUILDABLE LOT WITH BLANKET DRAINAGE EASEMENT PER THIS PLAT

PHASE 2: LOTS 1-4
NOT A PART OF PHASE 3
237,248 SQ. FT. ± OR 5.52 AC. ±

P.O.B.
PARENT TRACT
5/8" RBR
NORTHEAST CORNER
SE1/4 SW1/4
SECTION 31
T20N, R30W
N: 745274.41'
E: 660176.57'

01-00587-000
TRI STATE REALTY CO
S WALTON BLVD
ZONED C-2, GENERAL COMMERCIAL

01-08507-000
SH&S LTD PARTNERSHIP
902 S WALTON BLVD
ALL, RAINTREE SUBDIVISION
ZONED C-2, GENERAL COMMERCIAL

01-05071-000
HEARTLAND PARK LLC
1002 S WALTON BLVD
LOT 1, MICHAEL-DILL PLAZA
ZONED C-3, MIXED-USE COMMERCIAL

01-05111-000
STORE MASTER FUNDING VII LLC
1004 S WALTON BLVD
TRACT 4 – LOT 1, TOBIN ADDITION
ZONED C-2, GENERAL COMMERCIAL

01-09407-000
DESERT CREST MADISON SQUARE BUSINESS CENTER LLC
1116 S WALTON BLVD
LOT 4, EXECUTIVE CENTER PLACE
ZONED C-2, GENERAL COMMERCIAL

01-09406-000
EXECUTIVE CENTER I LLC
1104 S WALTON BLVD
LOT 3, EXECUTIVE CENTER PLACE
ZONED C-2, GENERAL COMMERCIAL

01-03621-000
BAKER REVOCABLE TRUST, SUZANNE H
509 SW 10TH ST
LOT 13, PARK ADDITION
ZONED R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL

01-03645-000
WINDY CITY INVESTMENTS LLC
SW 11TH ST
LOT 11, PARK II ADDITION
ZONED R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL

01-03646-000
GRAY, SHEILA A
505 A & B, SW 11TH ST
LOT 12, PARK II ADDITION
ZONED R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL

01-05976-010
ANDMARK TOWN SQUARE APARTMENTS II LLC
502 & 504 ROSE GARDEN LN
TRACT B – LOT 11, ROSE GARDEN SUBDIVISION
ZONED R-3, MEDIUM-HIGH DENSITY MULTIFAMILY RESIDENTIAL

01-05976-011
ANDMARK TOWN SQUARE APARTMENTS II LLC
503 & 505 ROSE GARDEN LN
TRACT B – LOT 12, ROSE GARDEN SUBDIVISION
ZONED R-3, MEDIUM-HIGH DENSITY MULTIFAMILY RESIDENTIAL

GRAPHIC SCALE
40 0 20 40 80
( IN FEET )
1 inch = 40 ft.
(REDUCED FOR FILING)

REGISTERED PROFESSIONAL LAND SURVEYOR — STATE OF ARKANSAS NO. 13317 — JAMES E. COLLINS
CERTIFICATE OF AUTHORIZATION — Anderson Engineering Inc. No. 335 — ARKANSAS

STATE PLAT CODE: 500-20N-30W-0-31-300-04-1337
CITY OF BENTONVILLE PROJECT NO.: FP22-0005
ATLAS PAGE: 403C


ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS SURVEYORS LABORATORIES DRILLING
5311 W. VILLAGE PKWY, ROGERS, AR 72758 PHONE (479) 286-8181


DRAWING INFO.
FIELD BY: CTH
DRAWN BY: KLM
CHECK BY: JEC
DATE: 08/01/2022
FIELD BOOK:
JOB NUMBER: 21R020017

REVISIONS

| NO. | DESCRIPTION | BY | DATE |
|---|---|---|---|
| 1 | 1ST SET OF CITY COMMENTS | KLM | 08/12/22 |
| 2 | 2ND SET OF CITY COMMENTS | KLM | 09/06/22 |
| 3 | EASEMENT VACATION DOC. NO. | KLM | 02/14/23 |

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# REDBUD HOLDINGS, LLC
# FINAL PLAT
# BENTONVILLE PLAZA ADDITION
# PHASE 3: LOT 1 AND LOT 2

SE1/4 SW1/4 AND NE1/4 SW1/4, SECTION 31, T20N, R30W
1005 S WALTON BLVD, BENTONVILLE, AR 72712
CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS

DRAWING NO. NWA-100-0255
SHEET NUMBER 2 OF 2

**ORDINANCE NO._____**

**AN ORDINANCE ACCEPTING A FINAL PLAT OF LOTS 1 AND 2 OF BENTONVILLE PLAZA ADDITION, PHASE 3 TO THE CITY OF BENTONVILLE, ARKANSAS; AND FOR OTHER PURPOSES.**

**(PROJECT NUMBER: FP22-0005)**

**WHEREAS**, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the final plat of LOTS 1 AND 2 OF BENTONVILLE PLAZA ADDITION, PHASE 3, to the City of Bentonville, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on March 7, 2023;

**WHEREAS**, said final plat is attached hereto as Exhibit "A";

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

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

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

Section 1: That the final plat of LOTS 1 AND 2 OF BENTONVILLE PLAZA ADDITION, PHASE 3 **Error! Reference source not found.**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 are hereby authorized and directed to evidence the acceptance of said final plat by certifying said acceptance on the approved final plat;

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

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

**PASSED AND APPROVED this_____ day of _____, 2023.**

**APPROVED:**

_____

**Stephanie Orman, Mayor**

**ATTEST:**

_____

**Kirby Romines, City Clerk**

**RESOLUTION NO. _____**

**A RESOLUTION ADOPTING THE CITY OF BENTONVILLE CITIZEN PARTICIPATION PLAN FOR COMPLIANCE WITH PARTICIPATION IN THE HUD COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM; AND FOR OTHER PURPOSES.**

**WHEREAS**, the City of Bentonville will be seeking participation as an entitlement community in the Community Development Block Grant (CDBG) Program in Summer 2023;

**WHEREAS**, an adopted Citizen Participation Plan is required for participation in the CDBG Program; and

**WHEREAS**, the Planning Commission voted to recommend to the City Council that the Citizen Participation Plan be approved and that said plan be adopted.

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

Section 1: That the Bentonville Citizen Participation Plan, attached as Exhibit "A", is herein established by the Planning Commission and City Council and is hereby adopted by reference as though it were copied herein fully in compliance for participation in the Community Development Block Grant (CDBG) Program;

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 _____, 2023.**

**APPROVED:**

_____

**ATTEST:** **Stephanie Orman, Mayor**

_____

**Kirby Romines, City Clerk**

Exhibit “A”

City of Bentonville
Community Development Block Grant
305 SW A Street
Bentonville, AR 72712
Phone (479) 271-3122

# Community Development Block Grant Program (CDBG)

## Citizen Participation Plan

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**INTRODUCTION AND APPLICABILITY**

In 1994, the U.S. Department of Housing and Urban Development (HUD) issued new rules consolidating the planning, application, reporting, and citizen participation processes of four formula grant programs: Community Development Block Grants (CDBG), HOME Investment Partnerships (HOME), Emergency Shelter Grants (ESG) and Housing Opportunities for Persons with AIDS (HOPWA).

This new process was intended to fulfill three basic goals more comprehensively – provide decent housing, provide a suitable living environment, and expand economic opportunities. Decent housing may involve assisting homeless persons in obtaining appropriate housing, retaining affordable housing stock, increasing the availability of permanent affordable housing for low-income households without discrimination, and increasing supportive housing to assist persons with special needs. Suitable living environments might improve the safety and livability of neighborhoods, including the provision of adequate public facilities, deconcentrating housing opportunities, and revitalizing neighborhoods while also restoring, and preserving natural and physical features with historic, architectural, and aesthetic value, and conserving energy resources. Expanding economic opportunities can involve creation of accessible jobs, providing access resources for community development, and assisting low-income persons to achieve self-sufficiency.

As an entitlement community receiving CDBG Funds from HUD, the City of Bentonville is required to adopt a Citizen Participation Plan (CPP) that establishes the City's policies and procedures for citizen's participation. The guidelines for establishing a CPP as part of submitting the Consolidated Plan/Annual Action Plan, Affirmative Fair Housing (AFH), substantial amendments, and Consolidated Annual Performance and Evaluation Report (CAPER) are outlined in the Code of Federal Regulations Part 91.105 (Governments) and 91.115 (States).

Bentonville Planning serves as the Lead Agency for the administration of the City's HUD entitlement funds and the CDBG Planner is the administrator of the CDBG program. The CDBG Planner is responsible for informing citizens about the planning process, facilitating meetings, preparing, and developing the Annual Action Plan, the Five-Year Consolidated Plan, substantial amendments, and developing the CAPER and Citizen Participation Plan. The CDBG Planner is also responsible for the Affirmatively Furthering Fair Housing development.

**COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

Funds authorized by Congress under CDBG are made available to entitlement cities according to a formula allocation. The City of Bentonville is classified as an entitlement city and therefore receives the formula grant annually as a participant in the program. Entitlement grants are awarded for specific program years.

Program year is defined as the authorized operating period of a particular program. The term is usually used to distinguish the program's operating period from the federal government's fiscal year. The City's CDBG program year is the 12-month period starting July 1 in the fiscal year the appropriation is made and ending June 30 of the next year. Low-and-moderate-income is defined as a person or household having an income equal to or less than the Department of Housing and Urban Development (HUD) Income Guidelines adjusted for family size.

Additional information about the Community Development Block Grant (CDBG) Program can be found on the HUD Exchange website at https://www.hudexchange.info/programs/cdbg/.

**ENCOURAGEMENT OF CITIZEN PARTICIPATION**

In accordance with HUD's national objective, 70% of CDBG funds must benefit low/moderate income persons within the Consolidated Plan program year. This benefit can be fulfilled through direct assistance to persons with incomes that do not exceed 80% of the area median income or completing activities in census tracts where 51% or more of the households are low/moderate income.

The legislation which created the CDBG Program and the regulation implementing it encourage the participation of residents in the development of an Affirmatively Furthering Fair Housing (AFFH), any revisions to the AFFH, Consolidated Plans, Annual Action Plans and Consolidated Annual Performance, and Evaluation Report (CAPER).

The objectives and procedures of the City of Bentonville for meeting the CPP requirements of the HUD are set forth below.

**A. ADOPTING THE CONSOLIDATED AND ANNUAL ACTION PLANS**

Consolidated Plan is defined as a three, four, or five-year plan submitted to HUD and serving as the planning document (Comprehensive Housing Affordability Strategy and Community Development Plan) of the City. It is also an application for funding under the Community Planning and Development Formula Grant Program. The City of Bentonville will submit a five-year plan that will be completed in a timely manner for submission to HUD. The Consolidated Plan will be submitted to the Mayor and City Council for formal approval prior to submitting to HUD.

Before the City adopts a Consolidated Plan, it will make available to residents, public agencies, and other interested parties information that includes the amount of HUD assistance the City anticipates it will receive. The City will provide the range of projects and activities that may be undertaken, including the estimated amount that will benefit persons of low and moderate income.

**I.** **Notification:** It is the policy of the City of Bentonville to give citizens timely notice of local meetings and reasonable and timely access to local meetings, information, and records relating to the City's proposed and actual use of CDBG funds.

**Procedures**

**A.** **Notice of public hearing.** Notification of the public hearing will be by publication of a Notice of Public Hearing in a local newspaper, or other method as authorized by State law, no later than fifteen (15) days prior to each date.

**B.** **Legal Notice.** The City of Bentonville will file a legal notice regarding public hearings that will be published in the local newspaper, or other method as authorized by State law, at least fifteen (15) days prior to the public hearing date.

**C.** **Notification to service providers.** Notice of the public hearings will be sent to various organizations to be made available to the low, very low, and extremely low-income residents they serve.

**D.** **Content.** Information that may be provided in the notices includes, but is not limited to:

**i.** Amount of grant funding and program income anticipated in the coming year;

**ii.** Range of activities that may be undertaken;

**iii.** Estimated amount of grant funding and program income proposed to be used for activities that will benefit low and moderate income persons; and

**iv.** Any proposed activities likely to result in displacement.

**II.** **Technical Assistance:** It is the policy of the City of Bentonville to take reasonable steps to provide technical assistance to groups' representative of persons of low and moderate income that request assistance in developing proposals.

**Procedures**

**A.** **Requests.** Groups representing persons of low and moderate income who are interested in receiving technical assistance may write or call Bentonville Planning, 305 SW A Street, Bentonville, AR 72712: (479) 271-3122.

**B.** **Assessment.** An assessment of the type and extent of technical assistance needed by the representative group will be made by City staff upon request and in a timely manner.

**C.** **Timely response.** The City shall ensure that reasonable requests for technical assistance are responded to in a timely manner.

**III.** **Public Hearings:** It is the policy of the City of Bentonville to hold public hearings for the purpose of obtaining the views of citizens and responding to proposals and questions.

**Procedures**

A. **Initial public hearing.** One public hearing to obtain the views of citizens on community development and housing needs will be held by the CDBG Planner prior to publication of the Consolidated Plan for public comment.

**B.** **Draft plan public hearing.** One public hearing to obtain the views of citizens on the proposed Consolidated Plan and proposed use of grant funding will be held by the CDBG Planner after the citizen comment period is complete and prior to the submission of the Consolidated Plan to HUD.

**C.** **Additional public hearings.** Other public meetings may be held as necessary.

**D.** **Content.** Together, the hearings will address community development and housing needs, development of proposed activities, and review of program performance.

**E**. **Location.** All public hearings will be held in the City of Bentonville's City Council Chambers located in the Bentonville City Hall building at 305 SW A Street. This site is equally accessible to all sections of the City and it is anticipated that these factors will enhance citizen participation.

**F.** **Accommodations.** Reasonable accommodation for the physically challenged will be provided at public hearing sites. At least 48 hours (two complete business days) advanced notice is required.

**G.** **Documentation.** Comments received during the public comment period and at public hearings will be considered for incorporation into the Consolidated Plan.

**IV.** **Language Accommodation:** It is the policy of the City of Bentonville to take reasonable steps to assist non-English speaking residents to be able to understand and participate in discussions that take place at public hearings, when a significant number of non-English speaking residents can reasonably be expected to attend.

**Procedures**

**A.** Anyone anticipating that the effectiveness of the public hearing will be significantly reduced because of English language limitations shall contact Bentonville Planning as far in advance of the public hearing as possible.

**B.** At least 48 hours (two complete business days) advanced notice is required.

**V.** **Responsiveness:** It is the policy of the City of Bentonville to take reasonable steps to address concerns expressed by citizens and to respond to any formal complaints or grievances in a timely manner.

**Procedures**

**A.** Citizens are urged to bring any concerns they may have regarding the Consolidated Plan to the attention of Bentonville Planning, 305 SW A Street, Bentonville, AR 72712; (479) 271-3122. It is anticipated that most concerns can be quickly and successfully addressed through direct conversation.

**B.** Unresolved issues, complaints, or grievances may be formally submitted to the following address:
City of Bentonville
Bentonville Planning
Attn: Christopher Hyatt, CDBG Planner
305 SW A Street
Bentonville, Arkansas 72712
chyatt@bentonvillear.com

**C.** In order for the City of Bentonville to be able to respond effectively, any formal complaint or grievance must be in writing and follow the procedures listed below:

**i.** It must be legible – typed correspondence is strongly urged;

**ii.** It must be signed, dated, and indicate if the correspondent is representing his / her personal concerns or those of a larger group, in which case, the name and description of the group must be stated; and

**iii.** It must clearly identify the specific complaint or grievance and should state what corrective action is being sought.

**D.** The City of Bentonville will provide timely written answers to complaints and grievances. The time required to respond may vary depending upon the nature and complexity of the specific complaints. Written answers will be provided within fifteen (15) days of the receipt of the written complaint.

**VI.** **Encourage Participation of LMI Individuals:** It is the policy of the City of Bentonville to encourage citizen participation, particularly by low and moderate income persons, who reside in the areas for which grant funding is proposed to be used.

**Procedures**

**A.** Reasonable notice will be given to the general public at appropriate times as the details of the proposed use of grant funding is identified.

**B.** After specific proposals are received and evaluated, additional citizen participation measures may be implemented. The specifics of these procedures may vary from project to project in order to respond to unique circumstances. The general process will be as follows:

**i.** Identify the geographic boundaries of the area most likely to be affected by the proposal and the principal organization(s) known to represent or otherwise be affiliated with the low and moderate income residents;

**ii.** Proactively communicate the purpose of and means by which grant funding will be used; and

**iii.** Provide reasonable opportunities for low and moderate income residents to ask questions and receive answers regarding how they might be affected by the proposed use of grant funding.

**B. AMENDING THE CONSOLIDATED PLAN**

I. **Notification of Change or Deletion:** It is the policy of the City of Bentonville to provide citizens with reasonable advanced notice of and opportunity to comment on proposed activities not previously included in the Consolidated Plan and any proposed deletion or other substantial change to the activities.

**Procedures**

**A.** If the Consolidated Plan is approved and it subsequently becomes necessary to substantially change the program content, a formal amendment process will be followed.

**i.** An additional public hearing will be held;

**ii.** Reasonable advance notice of the date, time, and place of the public hearing will be made available to the public; and

**iii.** The nature of the proposed change(s) will be described in sufficient detail to allow citizens to determine if they are affected and desire to comment on the proposed change.

**B.** "Substantial Change" is defined by the City of Bentonville to be:

**i.** A proposed new activity which cannot reasonably be construed to have been included within the programmatic intent of the adopted application or in the commitment of funds to a specific project;

**ii.** An activity that was identified in the adopted application, but which subsequently is proposed to be deleted; or

**iii.** An activity that is proposed to be altered in terms of its purpose, scope, location, or beneficiaries to such an extent that it can no longer reasonably be construed as the activity reviewed by the public and approved by the Planning Commission and City Council.

**C.** The criteria used in determining if an activity is at risk of becoming substantially changed from its originally intended purpose will be based upon further City of Bentonville actions to modify / amend the proposed activities in the Consolidated Plan.

**D.** The CDBG Planner shall proactively monitor each funded project for compliance with its respective performance criteria and provide periodic progress reports to the Planning Commission and City Council.

**E.** Any activity that is judged to be at risk of substantially changing from its originally intended purpose, scope, location, or beneficiaries will be reviewed in a public hearing forum prior to decision by the Planning Commission and City Council as to whether the performance objectives of the project shall be amended.

**C. Consolidated Annual Performance and Evaluation Report (CAPER)**

**I.** **Encourage CAPER Participation:** It is the policy of the City of Bentonville to encourage citizens to participate in the development of the Consolidated Annual Performance and Evaluation Report (CAPER) for the purpose of obtaining the views of citizens about the CDBG program and respond to questions.

**Procedures**

**A.** The City of Bentonville will file a legal notice regarding public hearings that will be published in the local newspaper, or other method as authorized by State law, at least fifteen (15) days prior to the public hearing date on CDBG performance during the funding cycle. Ongoing community assessment of the effectiveness of the community development process is considered essential to the success of the program. The hearing is prior to the development of the CAPER to allow citizens to participate in the process.

**B.** Fifteen days (15) days prior to the submission of the final CAPER document to the Little Rock Field Office a legal notice shall be published in the local newspaper, or other method authorized by State law. At a minimum, copies of the CAPER will be placed at City Hall, the Public Library, and the Community Center building for citizens to review, document, and comment on prior to the document's submission to the Field Office.

**C.** The City of Bentonville will consider any comments received in writing or presented orally at the public hearing in preparation of the final CAPER document.

**D. Public Awareness**

**I.** **Publication and Distribution of The Consolidated Plan:** It is the policy of the City of Bentonville to provide a reasonable number of free copies of the Consolidated Plan to citizens and groups. To ensure this, the City will publish the consolidated Plan on its website, www.bentonvillear.com, as well as, place copies of the proposed Consolidated Plan at the following locations:

City Hall/Community Development Building
305 SW A Street
Bentonville, AR 72712

Public Library
405 S Main Street
Bentonville, AR 72712

Community Center
1101 SW Citizen's Circle
Bentonville, AR 72712

Downtown Activity Center
215 SW A Street
Bentonville, AR 72712

Additionally, notification of publication and any events associated with the CDBG program will be acknowledged on the City social media pages (Facebook an

# Agenda Item Form

| | |
|---|---|
| **Date of City Council Meeting** | **3/14/2023** |
| **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):***

**Resolution for City Council approval of a budget adjustment, in the amount of $520,000.00 to recognize a 9-month grant from the Walton Family to complete a master plan and conceptual design for an expanded Bentonville City Hall Campus as part of the Northwest Arkansas Design Excellence program. Budget Adjustment to recognize funds.**

| | |
|---|---|
| **Estimated Cost** | **($520,000)** |
| **Is this Item Budgeted?** | ☐ Yes ☑ No |

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

**This item will be funded through a 9-month grant from the Walton Family Foundation.**

# Budget Adjustment Request

| | |
|---|---|
| **Date of City Council Meeting** | **3/14/2023** |
| **Department** | **Planning** |
| **Submitted by** | **Tyler Overstreet** |
| **Phone** | **(479) 271-3144** |

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

**This budget adjustment recognizes the revenue from the Walton Family Foundation and allocates funding for a facilites master planning and conceptual design process for City Hall.**

**General Ledger Account Information***

| Org (Department) | Object | Account Description | Revenue + ( - ) | Expense + ( - ) |
|---|---|---|---|---|
| 101010 | 33810 | Local Grants | $ 520,000.00 | |
| 101010 | 47210 | Plants and Building | | $ 520,000.00 |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | Totals | $ 520,000.00 | $ 520,000.00 |
| | | Net Impact on Fund Balance | $ | - |

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

WALTON FAMILY
FOUNDATION

February 24, 2023

Stephanie Orman
City of Bentonville
305 SW A Street
Bentonville, AR, 72712

RE: Grant 00108595

Dear Stephanie,

At the Walton Family Foundation, we work to tackle tough social and environmental problems with urgency and a long-term approach to create access to opportunity for people and communities. To do this, we know we must work with individuals and groups closest to these challenges because they often have the most thoughtful, insightful solutions.

As we support efforts to improve education, protect our rivers and oceans and the livelihoods they support, and promote quality of life in our Home Region, we look to groups like yours. I am pleased to inform you that your grant request has been approved in the amount of up to $520,000.00 to support the design of a Bentonville City Hall Campus Expansion. The attached grant agreement outlines the details.

On behalf of the Walton Family Foundation, I express my appreciation for what your organization has accomplished so far and my optimism for your future success. Together, we can have an impact that improves lives today and that will last to benefit future generations.

Sincerely,

Caryl M. Stern
Executive Director

PO Box 2030
Bentonville, AR 72712

44 Cook Street, Suite 255
Denver, CO 80206

111 Town Square Place, Suite 420
Jersey City, NJ 07310

919 18th Street, NW, Suite 400
Washington, D.C. 20006

## Grant Agreement

February 24, 2023

Grant 00108595

The Walton Family Foundation, Inc. (“Foundation” or “WFF”) has approved a grant in the amount of up to $520,000.00 to City of Bentonville (“Grantee”). The project term will be March 15, 2023 to December 15, 2023. This grant is subject to the following terms and conditions:

1. **Purpose:** The purpose of the grant is to support technical assistance in the design of a Bentonville City Hall Campus Expansion. This grant is more fully described in Grantee's proposal dated February 03, 2023. 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 $520,000.00 USD**

   Grant payments will be made as follows:

| Installment | Amount | Requirement | Date |
|---|---|---|---|
| 1 | $250,000.00 | Signed Grant Agreement | March 2023 |
| 2 | Up to $20,000.00 | Approval of invoice for reimbursable interview travel expenses | On or around June 2, 2023 |
| 3 | $250,000.00 | Approval of report including master plan and conceptual design plans with associated cost estimates | October 2023 |

3. **Payable:** Initial installment of $250,000.00 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 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 Date |
|---|---|
| Report | October 2, 2023 |
| Final Report | December 15, 2023 |

Success will be measured against the outputs and outcomes described in Appendix A.

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 00108595 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.
    d. Grantee does not support, directly or indirectly, terrorist activities or violence of any kind, and takes reasonable steps to ensure that:
        i. Grantee's board, staff and volunteers have no dealings with, and do not support, terrorist activities or violence of any kind, and
        ii. grant funds will not ultimately be used to support terrorist activities or violence of any kind.

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 determines that Grantee will be unable to achieve the purposes for which the grant was made;
    f. 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;
    g. 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
    h. 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, please contact the Foundation by email at HomeRegion@wffmail.com. Please reference Grant 00108595 in your communication.

By electronically signing this 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 is not completed by March 10, 2023 the Foundation will consider the Grantee to have declined the grant.

**Walton Family Foundation, Inc.**

By:

Caryl M. Stern
Executive Director

**City of Bentonville**

By:

Stephanie Orman
Mayor

## Appendix A: City of Bentonville

### Performance Measures

| Goal: Develop a city hall campus master plan with multiple conceptual scenarios to determine the feasibility and cost of executing the project. | | | |
|---|---|---|---|
| **Outputs And Outcomes** | | | |
| **Category** | **Who will do what and how much?** | **By when?** | **Measured or evaluated by?** |
| Output | The design firm selected by the City will create a detailed design and public engagement schedule and determine with the City at least three goals for the project based on the Design Excellence framework and guiding principles, measure baselines, and develop a plan for evaluating success after project completion. | 06/01/2023 | Schedule and selected goals |
| Outcome | The City and the selected design firm will gather public input from a minimum of 100 residents and 4 key stakeholder groups regarding the City Hall campus. | 12/15/2023 | Attendance record of public forums or survey results, record of stakeholder meetings |
| Outcome | 100% of decisionmakers will approve a master plan, conceptual design and associated budget to move the project into phase 2 design. | 12/15/2023 | Master plan and conceptual design plans, budget documents and presentation materials, grantee report with future plans detailed |

**RESOLUTION NO. _____**

**A RESOLUTION ACCEPTING A NORTHWEST ARKANSAS DESIGN EXCELLENCE GRANT IN THE AMOUNT OF FIVE HUNDRED TWENTY THOUSAND DOLLARS ($520,000.00); ADJUSTING THE 2023 BUDGET TO RECOGNIZE SAID AMOUNT TO ACCOUNT #101010-33810 – LOCAL GRANTS; APPROPRIATING THE SAME INTO ACCOUNT #101010-47210 – PLANTS AND BUILDING; AND FOR OTHER PURPOSES.**

**WHEREAS**, on February 24, 2023, the Walton Family Foundation awarded a grant to the City of Bentonville;

**WHEREAS**, this Design Excellence Grant will fund a master plan and conceptual design for an expanded Bentonville City Hall Campus; and

**WHEREAS**, there is no matching portion for this grant.

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

Section 1: The Mayor and City Clerk are authorized to accept a grant from the Walton Family Foundation, in the amount of five hundred twenty thousand dollars ($520,000.00), for a master plan and conceptual design for the Bentonville City Hall Campus,

Section 2: The 2023 Budget is adjusted to recognize five hundred twenty thousand dollars ($520,000.00) of grant funds into Account #101010-33810 – Local Grants and appropriating the same to Account #101010-47210 – Plants and Building;

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 _____, 2023.**

**APPROVED:**

**ATTEST:**

_____
**STEPHANIE ORMAN, MAYOR**

_____
**KIRBY ROMINES, CITY CLERK**

# Agenda Item Form

| | |
|---|---|
| **Date of City Council Meeting** | **3/14/2023** |
| **Department** | **Planning** |
| **Submitted by** | **Christopher Hyatt** |
| **Phone** | **(479)254-2039** |

**Item Type: (*Check Applicable Item Type)***

| | | | | | |
|---|---|---|---|---|---|
| ☐ Budget Adjustment | ☐ Change Order | ☐ Informational | ☐ Ordinance | ☐ Resolution | ☐ Bid Award |

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

**Appointment of Mark Lankford to the Tree and Landscape Advisory Committee. This will be Mr. Lankford's first term that begins March 16, 2023 and will expire on December 31, 2025. Memo and application attached.**

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

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

# MEMO

To: City Council Members and City Clerk
From: Stephanie Orman, Mayor
CC Date: March 14, 2023
Re: Appointment of Mark Lankford to the Tree & Landscape Advisory Committee

I recommend Mark Lankford for appointment to the City of Bentonville's Tree & Landscape Advisory Committee.

This will be Mr. Lankford's first term that begins March 16, 2023 and will expire on December 31, 2025.

Stephanie Orman, Mayor

RECEIVED
02/09/23

# Boards and Commissions Application Form

## Applicant Information

| | |
|---|---|
| First Name | Mark |
| Last Name | Lankford |
| Address | [redacted] |
| City | Bentonville |
| State | AR |
| Zip Code | 72722 |
| Home / Cell Phone | [redacted] |
| Email Address | [redacted] |
| Length of Bentonville Residency | 32 years |
| Employer | Walmart |
| Occupation | Software Engineer |
| Business Phone | [redacted] |

(Section Break)

## References

*Please provide 2 references*

| | |
|---|---|
| Name | Chuck White |
| Email Address | [redacted] |
| Address | [redacted] |
| City | Bentonville |
| State | AR |
| Zip Code | 72712 |
| Phone Number | [redacted] |

| | |
|---|---|
| Name | Paul Featherstone |
| Email Address | [redacted] |
| Address | [redacted] |
| City | Bentonville |
| State | AR |
| Zip Code | 72712 |
| Phone Number | [redacted] |
| Fax Number | *Field not completed.* |

(Section Break)

## Board Selection and Qualifications

| | |
|---|---|
| Select all commissions and boards for which you would like to be considered: | Tree & Landscape Advisory Committee |
| 1. What are your qualifications for serving on this commission or board, including education and subject matter expertise? | Associates Degrees in Electronics and computer Science. Lifelong interest in gardening and arborist topics. I helped my grandfather till, plant, tend and harvest a half acre garden every year while I was a young boy. |
| 2. Why would you like to be considered for appointment to this commission or board? | I enjoy working with my community, I was a Cub Scout Master and Scout Master for many years for Pack 36. I take pride in how my city looks, I pick up trash along A Street multiple times a week. |
| 3. What do you hope to be able to contribute? | I have an artist talent and a mindset of what the possible can be. My depth of knowledge in horticulture is at the serious hobbyist level. I can name most tree species and plants that grow in this area. I hope to be able to guide any project the city has or at the least I am able to quickly study any subject to obtain the needed information to form a solution. |

(Section Break)

## Qualifications for Serving

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

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

(Section Break)

Restrictions on Appointees

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

| | |
|---|---|
| Agreement to Abide by Restrictions on Appointees | Mark Lankford |
| Date | 2/9/2023 |

# Agenda Item Form

| | |
|---|---|
| **Date of City Council Meeting** | **3/14/2023** |
| **Department** | **Electric** |
| **Submitted by** | **Traivs Matlock** |
| **Phone** | **479-271-5941** |

**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 enter into an agreement with Ampirical Solution for on-call electric engineering services per the attached rate sheet. This firm was selected following the City's standard SOQ selection process for the procurement of professional services. Approved by Utility Board 4-0. This is a Budgeted Item.**

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

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

**2021 Bond Funds will be used for Bond Projects; BEUD 2023 budget will be used or non-bond, or budgeted projects.**

# M E M O R A N D U M

**DATE:** March 14, 2023

**TO:** **City Council, Mayor Orman**

**FROM:** Travis Matlock, Electric Utility Director

**RE:** **On-Call Electric Engineering Services – Ampirical Solutions**

Staff recommends entering into an agreement with Ampirical Solution for on-call electric engineering services. With the on-going Road and Drainage Bond projects, the fiber make-ready services, the typical development submittals, and BEUD capital infrastructures expansion, there are opportunities for an outside engineering firm to assist BEUD engineering with design. Ampirical was selected from the City's SOQ list and evaluated using the standard review sheets.

The Master Services Agreement will outline the requirements and the fees and services Ampirical will charge. BEUD will monitor the different projects and costs to ensure that it is not "open ended".

This is a 3-year agreement and will be used on an as-needed basis.

Approved by Utility Board 4-0.

# PROFESSIONAL SERVICES AGREEMENT

PROJECT NAME: **ELECTRIC DESIGN ON-CALL SERVICES** ("PROJECT")

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

The PARTIES have caused this AGREEMENT to be effective this ____day of _____, 20___ ("EFFECTIVE DATE").

**RECITALS:**

A. WHEREAS, the CITY has a need to perform electric improvement and design review related to Various Projects for the City of Bentonville, Arkansas; and

B. WHEREAS, The CITY has selected the ENGINEER and negotiated this AGREEMENT using the procedures as set forth in Ark. Code Ann. § 19-11-800; and

C. WHEREAS, the CITY wishes to contract for Professional Engineering Services; and

D. WHEREAS, The ENGINEER has the skill, experience, ability, background, certifications and knowledge to provide these services; and

E. WHEREAS, The ENGINEER wishes to perform such professional engineering services under this AGREEMENT with the CITY.

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

**ARTICLE I - PROJECT DESCRIPTION**

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

**ARTICLE II - TASKS REQUIRED**

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

**ARTICLE III - STANDARD OF CARE**

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

**ARTICLE IV - ADDITIONAL SERVICES**

A. Any service outside of the work described herein or included by reference hereto must be pre-approved by the CITY and executed as an AMENDMENT to this AGREEMENT by the Parties prior to any such work being completed; any such AMENDMENT shall be in accordance with the CITY'S purchasing laws and guidelines and may require approval from the Bentonville City Council.

B. ENGINEER shall make no claims for additional services or changes in the services until an AMENDMENT has been fully executed by the Parties.

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

A. The term of this AGREEMENT shall commence on the EFFECTIVE DATE and shall proceed on an as-needed basis in accordance with APPENDIX B, "Schedule of Fees and Services", attached hereto and incorporated herein by reference. The Term of this Agreement shall not exceed three (3) years without a formal EXTENSION agreed upon and signed by the PARTIES

B. The cost of this AGREEMENT shall be in accordance with APPENDIX B. ENGINEER shall not perform any work hereunder unless a formal Notice to Proceed has been issued by the CITY and an estimated total cost for the individual work orders/assignments has been provided to and accepted by the CITY,

C. CITY agrees to pay ENGINEER for all services authorized under this AGREEMENT which have been properly performed by ENGINEER in accordance with this AGREEMENT and with the applicable standard of care.

D. All fees paid to ENGINEER shall be based on invoices submitted by ENGINEER for work performed and approved by the City under this AGREEMENT, less any previous payments. ENGINEER shall submit invoices for services related to this AGREEMENT on a monthly basis. Invoices shall reference the Work Order Number, along with any other required numbers (such as PIIP numbers) provided by the City and the Project Title. Invoicing shall be clear as to the work performed.

E. CITY reserves the right to delay, without penalty, any partial payment when, in the opinion of the CITY, ENGINEER has not made satisfactory progress on the Project based on the TASKS. If CITY objects to any portion of an invoice, the CITY shall notify ENGINEER and shall pay all other portions of the invoice which

are not in dispute. In the event of dispute, CITY and ENGINEER shall immediately make every effort to settle the disputed portion of the invoice.

F. In the event that the CITY becomes credibly informed that any representations of ENGINEER provided in its invoicing are wholly or partially inaccurate, CITY may withhold payment of sums then, or in the future, otherwise due to ENGINEER until the inaccuracy and the cause thereof is corrected to the CITY's reasonable satisfaction.

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

**ARTICLE VI - INSURANCE**

A. ENGINEER shall during the term hereof maintain in full force and effect the following insurance:

1. A comprehensive general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the ENGINEER's performance of services pursuant to this AGREEMENT with a combined single limit of not less than $1,000,000.00 per occurrence and $2,000,000 in the aggregate for injury to persons (including death), and for property damage;

2. A policy of automobile liability insurance covering any vehicles owned and/or operated by ENGINEER, its officers, agents, and employees, and used in the performance of this AGREEMENT with policy limits of not less than $1,000,000.00 combined single limit and aggregate for bodily injury and property damage;

3. Statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of ENGINEER's employees involved in the provision of services under this AGREEMENT with policy limit of not less than $1,000,000.00; and

4. Professional Liability/Errors and Omissions coverage covering negligent acts, errors and omissions in the performance of professional services with policy limit of not less than $1,000,000.00.

B. All insurance and certificate(s) of insurance shall contain the following provisions:

1. Include CITY as additional insured as to all applicable coverage with the exception of Workers Compensation Insurance and Professional Liability/Errors and Omissions coverage; and

2. provide for at least thirty (30) days prior written notice to CITY for cancellation or non-renewal of the insurance;

3. provide for a waiver of subrogation against CITY for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance, except for Professional Liability/Errors and Omissions coverage.

C. ENGINEER shall provide 30 (thirty) day written notice to CITY of any material change of or to the insurance required herein.

D. All insurance companies providing the required insurance shall be authorized to transact business in Arkansas and rated at least "A" by AM Best or other equivalent rating service. A certificate of insurance evidencing

the required insurance and all endorsements required by this Agreement shall be submitted prior to commencement of services.

E. In the event that additional or greater insurance requirements are warranted, these requirements shall be included as an Appendix, which will be attached hereto and incorporated by reference.

**ARTICLE VII - RIGHT OF ACCESS**

A. CITY will obtain and/or furnish right-of-access for ENGINEER to perform any required studies, surveys, tests or other necessary investigations in relation to the PROJECT.

B. ENGINEER will take reasonable precautions to minimize damage to the personal or real property in the performance of such surveys, tests, studies and investigations.

C. CITY recognizes that ENGINEER's operations and use of equipment may unavoidably alter existing conditions or affect the environment at the PROJECT site. The cost of repairing such damage shall be the responsibility of ENGINEER, at no additional cost to the CITY. In the event that ENGINEER fails to correct such damages, CITY is entitled to utilize CITY forces or other labor to repair the damage; any costs incurred by CITY for such work shall be deducted from the monies due to ENGINEER.

**ARTICLE VIII - RECORDS AND RETENTION**

A. All surveys, studies, proposals, applications, drawings, plans, specifications and other documents, including those in electronic form, prepared by ENGINEER and its ENGINEERs, subcontractors, agents, representatives, and/or employees in connection with this AGREEMENT ("PROJECT DOCUMENTS") are intended for the use and benefit of CITY. ENGINEER and its ENGINEERs, subcontractors, agents, representatives, and/or employees shall be deemed the authors of their respective part of the PROJECT DOCUMENTS. Notwithstanding anything to the contrary, CITY shall own, have, and retain all rights, title and interest in and to all PROJECT DOCUMENTS, whether in draft form or final form, which are produced at CITY's request or otherwise produced from ENGINEER's performance of the work described herein for CITY. The CITY's ownership of PROJECT DOCUMENTS shall not apply to ENGINEER's proprietary standard details that were developed by the ENGINEER prior to the commencement of this PROJECT.

B. CITY shall have full authority to reuse, reproduce, publish, disclose and distribute PROJECT DOCUMENTS, as needed, according to Arkansas State Law.

C. ENGINEER shall, upon completion of the services and full payment for the ENGINEER'S services by the CITY, or earlier termination and appropriate compensation as provided by this AGREEMENT, provide the CITY with all PROJECT DOCUMENTS prepared by ENGINEER pursuant to this AGREEMENT in formats requested by the CITY.

D. All instruments of service (including plans, specifications, drawings, reports, designs, computations, computer programs, estimates, surveys, other data or work items, etc.) prepared under this AGREEMENT shall be submitted for approval to the CITY. All instruments of service shall be professionally sealed in accordance to applicable laws or at CITY's request.

E. Acceptance and approval of the PROJECT DOCUMENTS by the CITY shall not constitute nor be deemed a release of the responsibility and liability of ENGINEER, its employees, associates, agents and ENGINEERs for the accuracy or competency of their designs, working drawings and specifications, or other documents and work; nor shall such approval be deemed to be an assumption of such responsibility by the CITY for any defect in the designs, working drawings and specifications, or other documents prepared by ENGINEER, its employees, contractor, agents and ENGINEERs.

F. ENGINEER will retain the PROJECT DOCUMENTS for a period of three years following project completion. During this three-year period, any requests for document recovery and reproduction will be assessed a fee in accordance with ENGINEER's FEES.

**ARTICLE IX - SAFETY**

A. CITY agrees to inform ENGINEER of any applicable site safety procedures and regulations known to CITY as well as any special safety concerns or dangerous conditions at the site of which the CITY is aware, which ENGINEER shall communicate to its employees. ENGINEER and its employees shall adhere to such procedures and regulations once notice has been given by the CITY.

B. Unless specifically provided in the SCOPE, ENGINEER shall not have any responsibility for overall job safety at the site. If in the ENGINEER's opinion, its field personnel are unable to access required locations or perform required services in conformance with applicable safety standards, ENGINEER may immediately suspend performance until such safety standards can be attained.

C. ENGINEER agrees to indemnify and hold harmless CITY for any third-party losses or damages arising from hazardous conditions caused by the fault or negligence of ENGINEER.

**ARTICLE X - TERMINATION**

A. CITY may suspend or terminate this AGREEMENT for cause or without cause at any time by giving seven (7) days' written notice to ENGINEER. In the event suspension or termination is without cause, payment to ENGINEER, in accordance with the terms of this AGREEEMENT, will be made on the basis of services reasonably determined by the CITY to be satisfactorily performed to the date of suspension or termination. Such payment will be due upon delivery of all instruments of service to CITY.

B. Should the CITY require a modification of this AGREEMENT with the ENGINEER, and in the event the CITY and ENGINEER fail to agree upon a modification to this AGREEMENT, the CITY shall have the option of terminating this AGREEMENT and the ENGINEER's services hereunder at no additional cost other than the payment to ENGINEER, in accordance with the terms of this AAGREEMENT, for the services reasonably determined by the CITY to be properly performed by ENGINEER prior to such termination date.

C. If, for whatever adequate funding is not made available by CITY to support or justify continuation of the level of services to be provided by ENGINEER under this AGREEMENT, CITY may terminate or reduce the amount of services to be provided by ENGINEER under this AGREEMENT. In such event, CITY will notify ENGINEER in writing at least thirty (30) days in advance of such termination or reduction of services for lack of funds.

D. In no event shall the CITY pay to ENGINEER fees for termination outside of payment for services reasonably determined by the City to be properly performed prior to termination.

E. In the event of termination, all work and materials provided to CITY or performed for CITY, and for which Engineer has received payment related to this Contract, which may otherwise be considered "Deliverables" shall be promptly sent to the CITY with all originally intended integrity at the time of termination (i.e. Plans which require being stamped and which are ready to be stamped shall be stamped prior to delivery to the City).

**ARTICLE XI - INDEMNIFICATION**

A. For purposes of this AGREEMENT, ENGINEER agrees to indemnify, hold harmless the CITY, its officers and employees from any loss, damage, liability or expense, of any nature whatsoever to the extent caused by the negligence or willful misconduct of ENGINEER, its affiliates, subsidiaries, employees, agents, assignees, and subcontractors and their respective employees and agents. ENGINEER is not required hereunder to defend the CITY, its officers, appointees, employees, or agents from assertions that they were negligent, nor to indemnify and hold them harmless from liability based on the CITY's alleged negligence or willful misconduct.

B. Nothing contained herein shall waive any governmental immunity CITY may be entitled to by law.

C. This provision shall survive the termination of this AGREEMENT.

**ARTICLE XII - CONTINGENCY CLAUSE**

NOT IN USE

**ARTICLE XIII - RELATIONSHIP OF THE PARTIES**

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

**ARTICLE XIV - DISPUTE RESOLUTION**

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

**ARTICLE XV - OPINIONS OF PROBABLE COST**

NOT IN USE

**ARTICLE XVI - APPLICABLE LAWS**

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

**ARTICLE XVII - PRECEDENCE**

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

**ARTICLE XVIII - SEVERABILITY**

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

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

**ARTICLE XIX - SURVIVAL OF OBLIGATIONS**

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

**ARTICLE XIX – ENTIRE AGREEMENT**

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

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The cost of this AGREEMENT including all reimbursable expenses shall be described in the FEES AND SCHEDULE and shall not be changed unless otherwise approved by the CITY through an official AMENDMENT agreed and executed by CITY and ENGINEER.

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

| | |
|---|---|
| **CITY OF BENTONVILLE** | **AMPIRICAL SOLUTIONS, LLC** |
| CITY | ENGINEER |
| | |
| BY | BY |
| **MAYOR** | |
| TITLE | TITLE |
| | |
| DATE SIGNED | DATE SIGNED |

# APPENDIX A

**BASIC PROJECT INFORMATION:**

- Perform both overhead and underground electric design services for the Various Projects currently approved via the City of Bentonville City Council.
- ENGINEER will coordinate with Bentonville Electric Utility Department (BEUD) for each project and the scope of the proposed relocation/extension.
- ENGINEER will prepare a cost estimate for design of each Project after the initial meeting of the Various Projects to be approved by the Bentonville Transportation Dept.
- PROFESSIONAL CONSULTATNT will also coordinate with the Various Project Engineering firms that are assigned to the Various Projects.
- ENGINEER will assist with questions during the construction phase of the Various Projects.

**TASKS REQUIRED OF PROFESSION CONSULTANT (NOT AN EXHAUSTIVE LIST):**

Overhead design:

- Provide new alignment of poles to avoid conflicts with improvements (street/drainage, etc)
- Coordinate with existing and new underground utilities to ensure any new poles are not in conflict
- Provide pole loading analysis for all poles impacted in scope
- Provide sagging and stringing charts for any impacted sections of line
- Provide design of steel poles (direct embedded or concrete foundation) as needed per project. This includes foundation design for any concrete foundation poles.
- Provide detailed staking sheets that match BEUD standard (samples will be provided)
- Provide framing drawings for anything that doesn't match BEUD spec
- Coordinate movement of existing attachers on pole
- Provide detailed bill of material

Underground design

- Provide thermal ampacity calculations for any sections of main feeder
- Provide pulling calculations for wire installation as requested
- Coordinate location of any new conduit with other utilities (existing or new)
- Provide electrical one line (as needed) for complex UG relocations
- Provide detailed staking sheets that match BEUD standard (samples will be provided)
- Provide details plan and profile drawings for conduit installation
- Provide installation details for equipment based on specific site requirements.

**SERVICES BY THE CITY**

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

- Obtain the necessary lands, easements and rights-of-way for the PROJECT.
- Reimburse all plan review, advertising costs, permits and approvals in connection with the PROJECT.
- Pay the ENGINEER is accordance with the terms of the AGREEMENT.

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

**SERVICES BY THE ENGINEER**

- Meet all requirements of the AGREEMENT including any AMENDMENTS.
- Produce all documents and services needed for the PROJECT as outlined in TASK list above.
- Project Management services for the entire life of the project that align with the Project Management Institute Project Management Book of Knowledge Latest Edition.
- All services provided by ENGINEER shall conform to Federal, State and Local regulations.
- Coordinate PROJECT with Franchise Utility Companies to assure adequate space for all facilities and timely relocations.
- Subcontracting of services by the ENGINEER shall have prior approval of the CITY.

**RESOLUTION NO. _____**

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH AMPIRICAL SOLUTIONS FOR ON CALL ELECTRIC ENGINEERING SERVICES FOR THE CITY OF BENTONVILLE; AND FOR OTHER PURPOSES.**

**WHEREAS**, the City of Bentonville Electric Department recommends entering into an agreement with a professional consultant for on-call electric engineering services to complete electric utility design for pending projects in a timely manner;

**WHEREAS**, Ampirical Solutions was selected for this service following the City of Bentonville's professional service procurement process in accordance with Arkansas law; and

**WHEREAS**, this contract will be paid using budgeted and/or bond funds, as appropriate for the particular project.

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

Section 1: That the Mayor and Clerk be and are hereby authorized to enter into an agreement with Ampirical Solutions for on-call electric engineering services in order to complete electric utility design for pending projects in a timely manner;

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 _____, 2023.**

**APPROVED:**

_____
**MAYOR**

**ATTEST:**

_____
**CITY CLERK**

# Agenda Item Form

| | |
|---|---|
| **Date of City Council Meeting** | **3/14/2023** |
| **Department** | **Water Resource Recovery Facility** |
| **Submitted by** | **Mike Bender, Chris Earl** |
| **Phone** | **(479) 271-6873, (479) 271-3161** |

**Item Type: (*Check Applicable Item Type)***

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

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

**Resolution designating and authorizing the Mayor to execute certain documents in connection with funding administered by the Arkansas Natural Resource Commission associated with the Water Resource Recovery Facility Capital Improvement and Process Intensification Project. Utility Board approved this item 4-0. No Budget Adjustment needed.**

| | |
|---|---|
| **Estimated Cost** | |
| **Is this Item Budgeted?** | ☐ Yes ☐ No |

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

# Memo

**To:** City Council, Mayor Orman

**From:** Mike Bender

**CC:**

**Date:** March 7, 2023

**Re:** ANRC Signatory Authority Resolution, WRRF Capital Improvement Plan and Process Intensification Project.

---

Resolution - Staff is requesting approval of a resolution designating and authorizing the Mayor to execute certain documents in connection with funding administered by the Arkansas Natural Resource Commission (ANRC). This resolution authorizes the Mayor to make application for financial assistance administered by the ANRC and to execute, when approved by City Council, a bond purchase agreement and instruments issued or made pursuant thereto on behalf of the City from time to time. This resolution also authorizes Chris Earl, Wastewater Resource Recovery Facility Manager, to execute, for and on behalf of the City, all other documents and certificates required as acting Manager of the System.

This application is for the Wastewater Resource Recovery Facility Capital Improvement Plan and Process Intensification Project which was presented to City Council in October 2022 as the result of the Feasibility Study to Address Capacity/Growth for Wastewater Treatment prepared and presented by Hawkins-Weir Engineers, Inc. This application is being prepared sooner in the project than staff would typically apply but is necessary to try to secure low interest rates currently available. Currently, this project qualifies for an interest rate of 2.25% if approved by ANRC. ANRC has announced they are going back to market in April to adjust interest rates. While we do not know what the result will be, it is anticipated that interest rates will significantly increase. If approved, the loan associated with this application does not have to close until April 2024. This gives the City time to better define the costs of the project and look for other funding options prior to committing to a loan from ANRC. This is not a final commitment. Actual funding documents will have to come before City Council for consideration. This is an opportunity to secure existing low rates. The application will be for a total of $95,000,000.00 based on the estimate in the feasibility study mentioned above. If needed, the amount may be adjusted before closing. This amount was also included in the current wastewater rate study. Staff is currently working with Hawkins-Weir Engineers, Inc. on process modelling to fine tune the scope of the project.

Thank you for your consideration of this request.

Mike Bender

**RESOLUTION NO. _____**

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE CERTAIN DOCUMENTS IN CONNECTION WITH FUNDING ADMINISTERED BY THE ARKANSAS NATURAL RESOURCES COMMISSION; AND FOR OTHER PURPOSES.**

**WHEREAS**, the City of Bentonville, Arkansas owns and operates a sanitary sewer collection system and wastewater treatment facility (the "System") providing sanitary sewer service which meets the needs of the City and its inhabitants; and

**WHEREAS**, the City Council has determined that it is in the best interest of the City and its inhabitants to apply for assistance from the Arkansas Natural Resources Commission (the "ANRC"), to make certain improvements to the System.

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

Section 1: That the Mayor of the City, as a Signatory Agent or the successor of said Agent, is hereby authorized and directed to make application for assistance administered by the ANRC and to execute, when approved by the City Council, a bond purchase agreement and instruments issued or made pursuant thereto on behalf of the City from time to time;

Section 2: That the Manager of the System, as a Signatory Agent or the successor of said Agent, is hereby authorized to execute, for and on behalf of the City, all other documents and certificates required;

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 _____, 2023.**

**APPROVED:**

_____

**ATTEST:** **Stephanie Orman, Mayor**

_____

**Kirby Romines, City Clerk**

# Agenda Item Form

| | |
|---|---|
| **Date of City Council Meeting** | **3/14/2023** |
| **Department** | **Public Works Maintenance** |
| **Submitted by** | **Bart Mahony** |
| **Phone** | **479-271-5945** |

**Item Type: (*Check Applicable Item Type)***

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

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

**Amendment approval to Ordinance 2023-10 to correct the vendor name for the purchase of the currently leased New Holland B95C backhoe. No budget adjustment is needed.**

| | |
|---|---|
| **Estimated Cost** | **$88,250.00** |
| **Is this Item Budgeted?** | ☑ Yes ☑ No |

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

# M E M O

## Public Works – Maintenance Department

**TO:** CITY COUNCIL, MAYOR ORMAN

**FROM:** BART MAHONY - PUBLIC WORKS MAINTENANCE MANAGER

**SUBJECT:** AMENDING ORDINANCE 2023-10

**DATE:** MARCH 14TH 2023

**CC:** MIKE BENDER

---

Approval of an amendment to Ordinance 2023-10 to enter into an agreement with WT Equipment Transfer Holding Company/DBA Bobcat NWA for the purchase of a currently leased New Holland B95C backhoe. This is a correction item due to the Waiver of Bid originally being approved to Clark Equipment Company.

Council approved ordinance 2023-10 on 1/10/23 for the purchase of a currently leased New Holland B95C from Clark Equipment Company/DBA Bobcat NWA for $88,250. During the purchase and requisition request we discovered that even though Clark Equipment Company is the parent company for Williams Tractor and Bobcat NWA, their dealerships work independently, because of this independence there is no internal mechanism in place to process a purchase to Clark Equipment Company for Bobcat NWA.

In order to be as transparent as possible we decided that seeking council approval to amend 2023-10 changing the vendor's name from Clark Equipment Company to WT Equipment Transfer Holdings/DBA Bobcat NWA would be the best option. This amendment does not change the purchase price or terms of the original agreement. This is a 2023 budgeted item.

Thanks for your consideration of this request.

**ORDINANCE NO.** 2023-10

**AN ORDINANCE WAIVING COMPETITIVE BIDDING FOR THE PURCHASE OF A 2020 NEW HOLLAND BACKHOE FOR THE BENTONVILLE PUBLIC WORKS MAINTENANCE DEPARTMENT; AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT, NOT TO EXCEED EIGHTY-EIGHT THOUSAND TWO HUNDRED AND FIFTY DOLLARS ($88,250.00) PLUS APPLICABLE TAXES, WITH CLARK EQUIPMENT, D/B/A BOBCAT NWA, FOR THIS PURCHASE; AND FOR OTHER PURPOSES.**

**WHEREAS**, the Bentonville Public Works Department requires a backhoe for day to day operations;

**WHEREAS**, because the 2020 New Holland backhoe to be purchased is currently on lease with the City of Bentonville from Clark Equipment, D/B/A Bobcat NWA, and can therefore be purchased from the company at a lower price, bidding would not result in competitive submittals; and

**WHEREAS**, this agreement will be funded with budgeted monies.

**NOW, THEREFORE, BE IT ORDAINED 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 Clark Equipment, D/B/A Bobcat NWA, for the purchase of a 2020 New Holland backhoe for the Bentonville Public Works Maintenance Department, in an amount not to exceed eighty-eight thousand two hundred fifty dollars ($88,250.00) plus applicable taxes;

Section 2: This purchase will be made using budgeted funds;

Section 3: There exists an exceptional circumstance whereby the requirements of competitive bidding are neither practical nor feasible and the City Council; therefore, waives the requirements of competitive bidding for the purchase of a 2020 New Holland Backhoe for the Bentonville Public Works Department.

Section 4 - 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 5 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Ordinance are repealed to the extent of such conflict.

**PASSED this** 10 **day of** JANUARY **, 2023.**

**APPROVED:**

[redacted]

**STEPHANIE ORMAN, Mayor**

**Attest:**

[redacted]

**KIRBY ROMINES, City Clerk**

**ORDINANCE NO. _____**

**AN ORDINANCE AMENDING ORDINANCE 2023-10 TO CORRECT THE CONTRACT VENDOR NAME FOR THE PURCHASE OF A 2020 NEW HOLLAND BACKHOE FOR THE BENTONVILLE PUBLIC WORKS MAINTENANCE DEPARTMENT; FOR OTHER PURPOSES.**

**WHEREAS**, Ordinance 2023-10 waived competitive bidding for the purchase of the above-mentioned backhoe for the Public Works Department;

**WHEREAS**, the name of the parent company was used on the contract, in error, and Ordinance 2023-10 should be amended to authorize the purchase from WT Equipment Transfer Holdings/DBA Bobcat NWA instead; and

**WHEREAS**, the remainder of Ordinance 2023-10 remains in full force and effect.

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

Section 1: Ordinance 2023-10 is hereby amended to correct the vendor authorizing the purchase from WT Equipment Transfer Holdings/DBA Bobcat NWA;

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 this _____ day of _____, 2023.**

**APPROVED:**

**Attest:**

_____
**STEPHANIE ORMAN, Mayor**

_____
**KIRBY ROMINES, City Clerk**

# Agenda Item Form

| | |
|---|---|
| **Date of City Council Meeting** | **3/14/2023** |
| **Department** | **Library** |
| **Submitted by** | **Hadi Dudley** |
| **Phone** | **479-271-3194** |

**Item Type: (*Check Applicable Item Type)***

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

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

**Resolution authorizing the mayor and the city clerk to amend an existing construction agreement with Flintco, LLC for the renovation and expansion of Bentonville Public Library with site development. The budget adjustment for this item will come through separately.**

| | |
|---|---|
| **Estimated Cost** | **$12,960,921.00** |
| **Is this Item Budgeted?** | ☐ Yes ☑ No |

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

**This is a planned project; funding provided by the Bentonville Library Foundation, City of Bentonville 2023 budget and general fund reserves, as well as 2021 Bond Funds.**

# Memorandum

| | |
|---|---|
| TO: | Bentonville City Council, Mayor Stephanie Orman |
| FROM: | Hadi Dudley, Library Director |
| CC: | Patrick Johndrow, Finance Director; Gladys Shoemake, Purchasing Manager; and Bonnie Bridges, Associate Staff Attorney |
| SUBJECT: | A Resolution amending the current construction agreement with Flintco for construction management services of BPL's renovation and expansion |
| DATE: | March 1, 2023 |

Bentonville Public Library (BPL) seeks City Council approval of a resolution authorizing the mayor and the city clerk to amend the existing agreement with Flintco, LLC to provide construction management services for Bentonville Public Library's renovation and expansion.

**Construction Cost / Guaranteed Maximum Price (GMP)**

$ 12,959,703.00

**Additional Information:** BPL had a very successful bid day with Flintco that realized many high quality and competitive submittals that benefited our project. We can afford to accept all proposed alternates and some additional scope of work is incorporated.

Funds from BPL's FY2023 budget for parking lot modifications and HVAC services will help fund alternates such as parking and a complete replacement of the Library's existing HVAC system.

Additionally, the next drawdown of the Library's Bond funds will be directed to the construction cost.

**History & Performance:** An AIA A133 - 2019 agreement with Flintco was approved by City Council with a resolution on September 14, 2021. Flintco successfully completed the requirements in the preconstruction management phase and achieved many goals for the Library's expansion to-date, including value engineering the project to be more cost-effective and leading a successful bid event. The team has worked extremely well with BPL staff, MSR Design, Hight Jackson and contractors to move the project along in a professional manner.

The firm was selected following the City's standard RFQ solicitation and selection process for procurement of professional services in accordance with state law. In the evaluation period for RFQ-21-48, committee members rated Flintco the highest of ten submitting firms.

**Project Information:** The expansion project cost is estimated at $16,750,000 and is funded through a public/private partnership. A City bond extension of $4,500,000 joins fundraising efforts through the Library Foundation with a goal of $10,500.00. Additional fundraising activities and grant opportunities continue to help close the funding gap.

**Next Steps:** Groundbreaking is scheduled for Thursday, April 27, 2023 at 1PM. Construction completion is planned for Summer 2024.

The Library's furniture, fixtures & equipment (FF&E) plan and signage package will be determined in the forthcoming months. That phase of the project and associated funding will be presented to City Council for approval at a later time.

**Contact:** If you have any questions, please contact me at 479-271-3194 or hdudley@bentonvillear.com.

March 6th, 2023

Hadi Dudley
Bentonville Public Library Director
City of Bentonville
215 SW A St.
Bentonville, AR 72712

Bentonville Public Library Expansion GMP Proposal

Ms. Dudley,

We appreciate the opportunity to work with the City of Bentonville on this project, and we look forward to getting underway. Flintco, LLC is pleased to present the attached proposal for the Bentonville Public Library Expansion project for a Guaranteed Maximum Price of $12,960,921.

Please let us know if you have any questions or comments on the attached proposal or provide written approval on the GMP amendment documents for each project.

Sincerely,

DocuSigned by:
Bryan Bova
86D5F37E819144F...
Bryan Bova
Project Manager

**RESOLUTION NO. _____**

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AMENDED AGREEMENT WITH FLINTCO, LLC, FOR CONSTRUCTION MANAGMENT SERVICES FOR THE BENTONVILLE PUBLIC LIBRARY EXPANSION AND RENOVATION, IN AN AMOUNT NOT TO EXCEED TWELVE MILLION NINE HUNDRED SIXTY THOUSAND NINE HUNDRED TWENTY-ONE DOLLARS ($12,960,921.00); AND FOR OTHER PURPOSES.**

**WHEREAS**, an amendment to the agreement with Flintco, LLC is needed to provide construction management services for the Bentonville Public Library's expansion and renovation;

**WHEREAS**, with Flintco's successful bid process, all proposed alternates and some additional scope of work can be incorporated; and

**WHEREAS**, this project is funded with bond monies, donations, and general fund reserves with a budget adjustment allocating said funds coming through at a later date.

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

Section 1: The Mayor and City Clerk are authorized to enter into an amendment to the agreement with Flintco, LLC, for construction management services for the Bentonville Public Library's expansion and renovation, in an amount not to exceed twelve million nine hundred sixty thousand nine hundred twenty-one dollars ($12,960,921.00);

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

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

**PASSED and APPROVED this _____ day of _____, 2023.**

**APPROVED:**

**ATTEST:**

_____
**STEPHANIE ORMAN, Mayor**

_____
**KIRBY ROMINES, City Clerk**

# Agenda Item Form

| | |
|---|---|
| **Date of City Council Meeting** | **3/14/2023** |
| **Department** | **Library** |
| **Submitted by** | **Hadi Dudley** |
| **Phone** | **479-271-3194** |

**Item Type: (*Check Applicable Item Type)***

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

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

**Ordinance approving changes to the City of Bentonville's 2023 Pay Plan related to a Full-time Library Specialist position, four Part-time Library Clerk positions, a Part-time Page position and a Part-time Technician position. No budget adjustment is needed.**

| | |
|---|---|
| **Estimated Cost** | **$0.00** |
| **Is this Item Budgeted?** | ☐ Yes ☑ No |

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

**There is no cost associated with this request.**

Bentonville Public Library

# Memorandum

TO: Bentonville City Council, Mayor Stephanie Orman
FROM: Hadi Dudley, Library Director
CC: Human Resources Department
SUBJECT: Updates to the 2023 Pay Plan
DATE: February 27, 2023

Bentonville Public Library (BPL) seeks City Council approval of an ordinance that updates the City of Bentonville's 2023 Pay Plan related to a Full-time Library Specialist position, four Part-time Library Clerk positions, a Part-time Page position and a Part-time Technician position.

The pay plan changes were developed and are presented in collaboration with, and supported by, the Human Resources Department.

1. Requested changes to the 2023 full-time and part-time pay plan:
   A. Upgrade the full-time Library Specialist I position from hourly grade 14 to hourly grade 15;
   B. Upgrade the part-time Library Clerk I/II/III/IV positions from hourly grades 81/82/83/84 to hourly grades 84/85/86/87 respectively;
   C. Add a "Library Page" position, part-time hourly grade 82 to the part-time pay plan; and
   D. Add a "Library Technician" position, part-time grade 89 to the part-time pay plan.
2. The current full-time Library Specialist I position and the existing part-time library clerk positions are among the lowest graded positions in the City's pay plan. It has become increasing difficult to attract qualified candidates to these positions because of the lower pay. Additionally, these positions are being asked to perform more and significantly challenging tasks, requiring greater education and experience. The lower pay and additional work demands continue to affect our staff turnover.
3. These recommended changes will have no impact to our headcount or our personnel budget for 2023, but will allow us attract candidates with greater skills and library experience.

**Contact**: Hadi Dudley 271-3194, hdudley@bentonvillear.com or Ed Wheeler 271-3191, ewheeler@bentonvillear.com.

**ORDINANCE NO. _____**

**AN ORDINANCE AMENDING THE PAY PLAN FOR THE CITY OF BENTONVILLE LIBRARY TO RECLASSIFY SEVERAL POSITIONS; AND FOR OTHER PURPOSES.**

**WHEREAS**, the current full time Library Specialist I and part-time Library Clerk positions are among the lowest graded positions in the City's pay plan;

**WHEREAS**, attracting qualified candidates has become increasingly difficult as the positions are asked to perform tasks requiring greater education and experience; and

**WHEREAS**, the cost of the reclassifications and additions will have no impact on the Library's budget or headcount.

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

Section 1: The Pay Plan for the City of Bentonville should be and is hereby amended to include the following:

Position Reclassification:

| | |
|---|---|
| Upgrade full-time Library Specialist I (currently grade 14) | Grade 15 |
| Upgrade part-time Library Clerk I/II/III/IV (currently grades 81/82/83/84) | Grades 84/85/86/87 |
| Add part-time Library Page | Grade 82 |
| Add part-time Library Technician | Grade 89 |

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.

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 this _____ day of _____, 2023.**

**APPROVED**:

**Attest:**

_____
**STEPHANIE ORMAN, Mayor**

_____
**KIRBY ROMINES, City Clerk**

# Agenda Item Form

| | |
|---|---|
| **Date of City Council Meeting** | **3/14/2023** |
| **Department** | **Administration** |
| **Submitted by** | **Debbie Griffin** |
| **Phone** | **(479) 254-2028** |

**Item Type: (*Check Applicable Item Type)***

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

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

**Ordinance waiving competitive bidding for dirt removal at the Bentonville Municipal airport for west side development for the amount of $478,662.00 to Sy-Con Excavation & Utilities. No budget adjustment needed.**

| | |
|---|---|
| **Estimated Cost** | **$478,662.00** |
| **Is this Item Budgeted?** | ☑ Yes ☐ No |

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

**A portion of the funds allocated to the airport from the ARPA distribution will be used to pay for this project.**

**Sy-Con Excavation & Utilities, LLC**
**261 N HWY 62**
**Rogers, AR 72756**
**PH. (479)278-4043**

Name: Debbie Griffin  Phone: 479-254-2028  Email: dgriffin@bentonvillear.com
Project Neighborhood #1  Address: Bentonville Airport
Plans Dated: N/A  Addendums: 0

We herby propose to furnish the materials and perform the labor necessary for the completion of:

**SITE PREP**

| No. | Description | Quanity | Unit |
|---|---|---|---|
| 1 | Mobilization | 1 | EA |
| 2 | Construction Entrance | 1 | EA |
| 3 | Silt Fencing/Erosion Control | 1490 | LF |
| 5 | GPS Quantification/Progress Tracking | 1 | EA |
| 8 | N/A | 0 | EA |
| | | **SUB TOTAL** | $41,162.00 |

**DIRT REMOVAL**

| No. | Description | Quanity | Unit |
|---|---|---|---|
| 12 | Existing Soil Removal | 40,000 | CY |
| 13 | Equipment Costs | 1 | EA |
| 14 | Trucking | 1 | EA |
| 15 | Testing/Inspection | 1 | EA |
| 16 | N/A | 0 | EA |
| | | **SUB TOTAL** | $437,500.00 |

**WATER/SEWER**

| No. | Description | Quanity | Unit |
|---|---|---|---|
| 19 | N/A | 0 | CY |
| 22 | N/A | 0 | EA |
| | ***ALTERNATE PRICING NOT INCLUDED*** | **SUB TOTAL** | $0.00 |

| | | | |
|---|---|---|---|
| ALT 1 | Additional Undercut and Replace | CY | $30.00 |
| ALT 2 | Mass Rock Removal | CY | $450.00 |
| ALT 3 | Trench Rock Removal | CY | $450.00 |

**This bid is all inclusive any deductions or alterations will affect pricing.** **Total Bid** **$478,662.00**

**Due to the volatility of oil and concrete prices, our price is good for 30 days from the date of proposal. If no change in oil or concrete prices, our price is firm for 30 days.**
**This proposal does not include any cost for permits, fees, or licenses, repair of unmarked underground utilities.**
**This proposal is based on work being done during normal working hours, night work and Sundays not included.**

The above is based on estimated quantities and is understood and agreed that payment shall be based on actual quantities of work preformed by Sy-Con Excavation & Utilities,LLC, unless stated as lump sum bid. One mobilization included, each additional mobilization accepted and billed **@ 5% of total contract per mobilization**. All material is guaranteed to be as specified, and the above work to be performed in accordance with the construction drawings and specifications submitted for the above work and completed in a substantial workmanlike manner.

Payment to be made as follows:
**Progress draws with 100% upon completion due upon receipt.**
Respectfully Submitted Sy-Con Excavation & Utilities,LLC. Per

DylanCecil _____

Note: This proposal may be with drawn if not accepted with in 15 days.

Any alteration or deviation from the above specifications involving extra costs, will be executed only upon written and signed change orders, and will become an extra charge over and above this estimate. All agreements are contingent upon strikes, accidents or delays which are beyond control. Owner to carry fire, tornado and other insurance on above work.
Workman's compensation and public insurance on above work to be taken out by Sy-Con Excavation & Utilities,LLC.

**Acceptance of Proposal / Contract**
The above prices, specifications and conditions are satisfactory and herby accepted. You are here by authorized to do the work.
Date _____ Signature _____
Sy-Con Excavation & Utilities,LLC

**ORDINANCE NO. _____**

**AN ORDINANCE WAIVING COMPETITIVE BIDDING FOR THE REMOVAL OF DIRT AT THE BENTONVILLE MUNICIPAL AIRPORT; PROVIDING FOR THE EMERGENCY CLAUSE; AND FOR OTHER PURPOSES.**

**WHEREAS**, the Bentonville Municipal Airport desires to proceed forward with west side development in which dirt removal needs to take place;

**WHEREAS**, Airport personnel have made numerous inquiries into getting the dirt moved with inordinately costly proposals;

**WHEREAS**, this project was previously bid, to give away the dirt, with no bids being submitted; and

**WHEREAS**, this agreement will be funded with ARPA funds.

**NOW, THEREFORE, BE IT ORDAINED 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 Sy-Con Excavation & Utilities, LLC for existing soil removal at the Bentonville Municipal Airport, in an amount not to exceed four hundred seventy-eight thousand six hundred sixty-two dollars ($478,662.00);

Section 2: This purchase will be made using ARPA funds;

Section 3: There exists an exceptional circumstance whereby the requirements of competitive bidding are neither practical nor feasible and the City Council; therefore, waives the requirements of competitive bidding for the removal of existing soil at the Bentonville Municipal Airport;

Section 4 - Emergency Clause: The need to make this purchase is immediate, an emergency is hereby declared to exist, and this Ordinance shall be in full force and effect from the date of its passage and approval;

Section 5 - 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 6 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Ordinance are repealed to the extent of such conflict.

**PASSED this _____ day of _____, 2023.**

**APPROVED:**

**Attest:**

_____
**STEPHANIE ORMAN, Mayor**

_____
**KIRBY ROMINES, City Clerk**

# Agenda Item Form

| | |
|---|---|
| **Date of City Council Meeting** | **3/14/2023** |
| **Department** | **ENGINEERING** |
| **Submitted by** | **TRACY BILLINGS** |
| **Phone** | **(479) 696-0229** |

**Item Type: (*Check Applicable Item Type)***

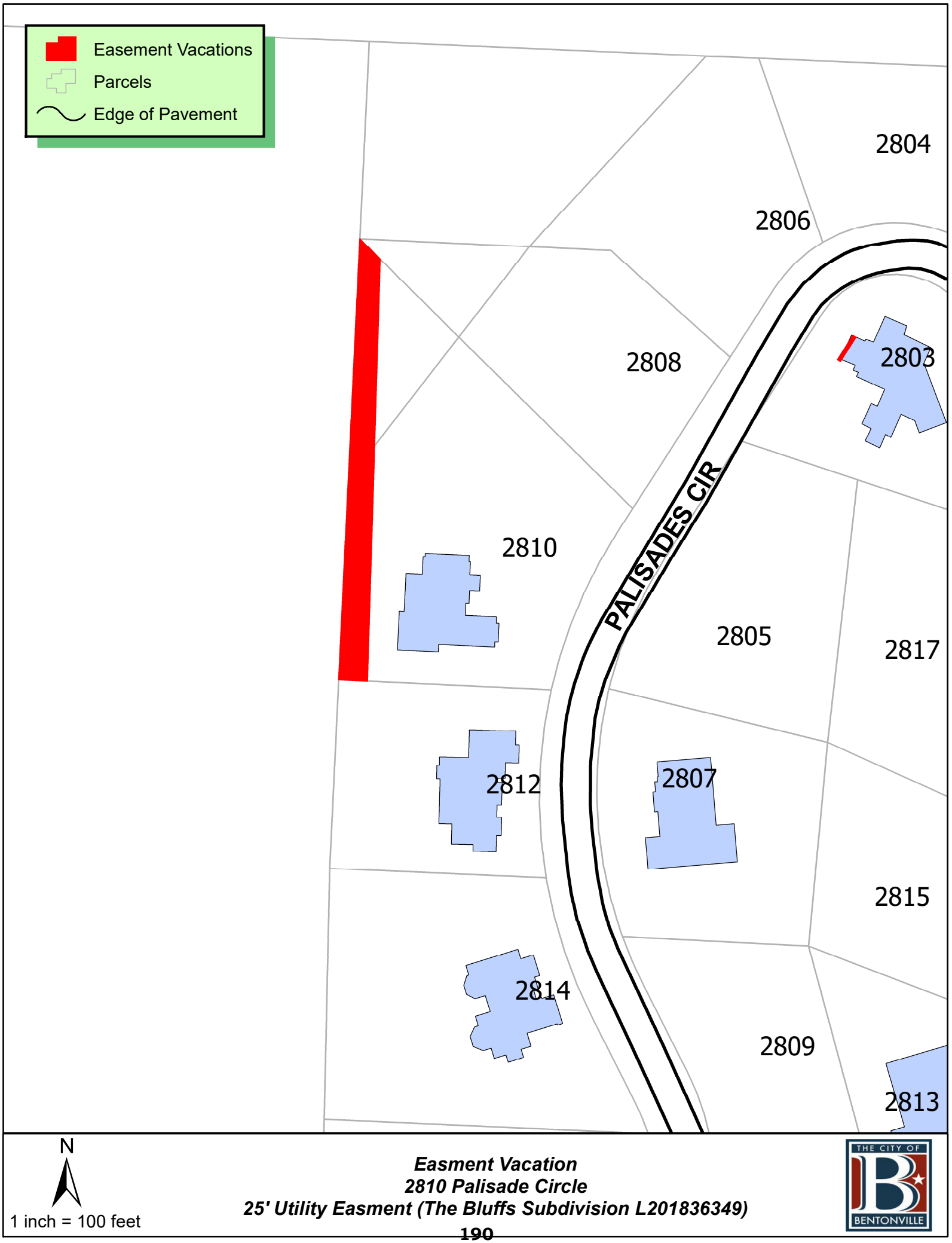
| | | | | | |
|---|---|---|---|---|---|
| ☐ Budget Adjustment | ☐ Change Order | ☐ Informational | ☑ Ordinance | ☐ Resolution | ☐ Bid Award |

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

**Public hearing and ordinance vacating a Drainage & Utility Easement located at Lot 7A and Loc 30 of The Bluffs Subdivision Phase 1 (VAC23-0001).**

| | |
|---|---|
| **Estimated Cost** | |
| **Is this Item Budgeted?** | ☐ Yes ☐ No |

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


Easement Vacations
Parcels
Edge of Pavement
2804
2806
2808
2803
2810
PALISADES CIR
2805
2817
2812
2807
2815
2814
2809
2813
N
1 inch = 100 feet
Easment Vacation
2810 Palisade Circle
25' Utility Easment (The Bluffs Subdivision L201836349)
THE CITY OF
BENTONVILLE

**ORDINANCE NO_____**

**AN ORDINANCE VACATING A DRAINAGE AND UTILITY EASEMENT LOCATED AT LOT 7A AND LOT 30 OF THE BLUFFS SUBDIVISION PHASE 1 TO THE CITY OF BENTONVILLE, ARKANSAS, BENTON COUNTY ARKANSAS. (VAC23-0001)**

**WHEREAS,** a petition was filed with the City Council of the City of Bentonville, Arkansas, by Barry and Ronda Greene asking the City Council to vacate a drainage and utility easement located in the City of Bentonville, Benton County, Arkansas, which portion is more particularly described as follows:

A 25' Utility Easement/Drainage Easement squarely off the West side of Lot 7A, The Bluffs Subdivision Phase 1 as shown on plat record Book 2004, Page 1104, and filed for record at the Benton County Clerk's Office, Benton County, Arkansas.

AND

A 25' Utility Easement/Drainage Easement squarely off the West side of Lot 30 The Bluffs Subdivision Phase 1 as shown on plat record Book/Page L201836349 and filed for record at the Benton County Clerk's Office, Benton County, Arkansas.

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

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

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

> A 25' Utility Easement/Drainage Easement squarely off the West side of Lot 7A, The Bluffs Subdivision Phase 1 as shown on plat record Book 2004, Page 1104, and filed for record at the Benton County Clerk's Office, Benton County, Arkansas.
>
> AND
>
> A 25' Utility Easement/Drainage Easement squarely off the West side of Lot 30 The Bluffs Subdivision Phase 1 as shown on plat record Book/Page L201836349 and filed for record at the Benton County Clerk's Office, Benton County, Arkansas.

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

**Section 3:** This Ordinance shall take effect and be in force from and after its passage. The above and foregoing Ordinance was passed, approved, and adopted the _____ day of _____, 2023 at a regular meeting of the City Council of the City of Bentonville, Arkansas.

| | |
|---|---|
| _____ | _____ |
| **KIRBY ROMINES, City Clerk and Recorder City of Bentonville, Arkansas** | **STEPHANIE ORMAN, Mayor City of Bentonville, Arkansas** |

# Agenda Item Form

| | |
|---|---|
| **Date of City Council Meeting** | **3/14/2023** |
| **Department** | **ENGINEERING** |
| **Submitted by** | **TRACY BILLINGS** |
| **Phone** | **(479) 696-0229** |

**Item Type: (*Check Applicable Item Type)***

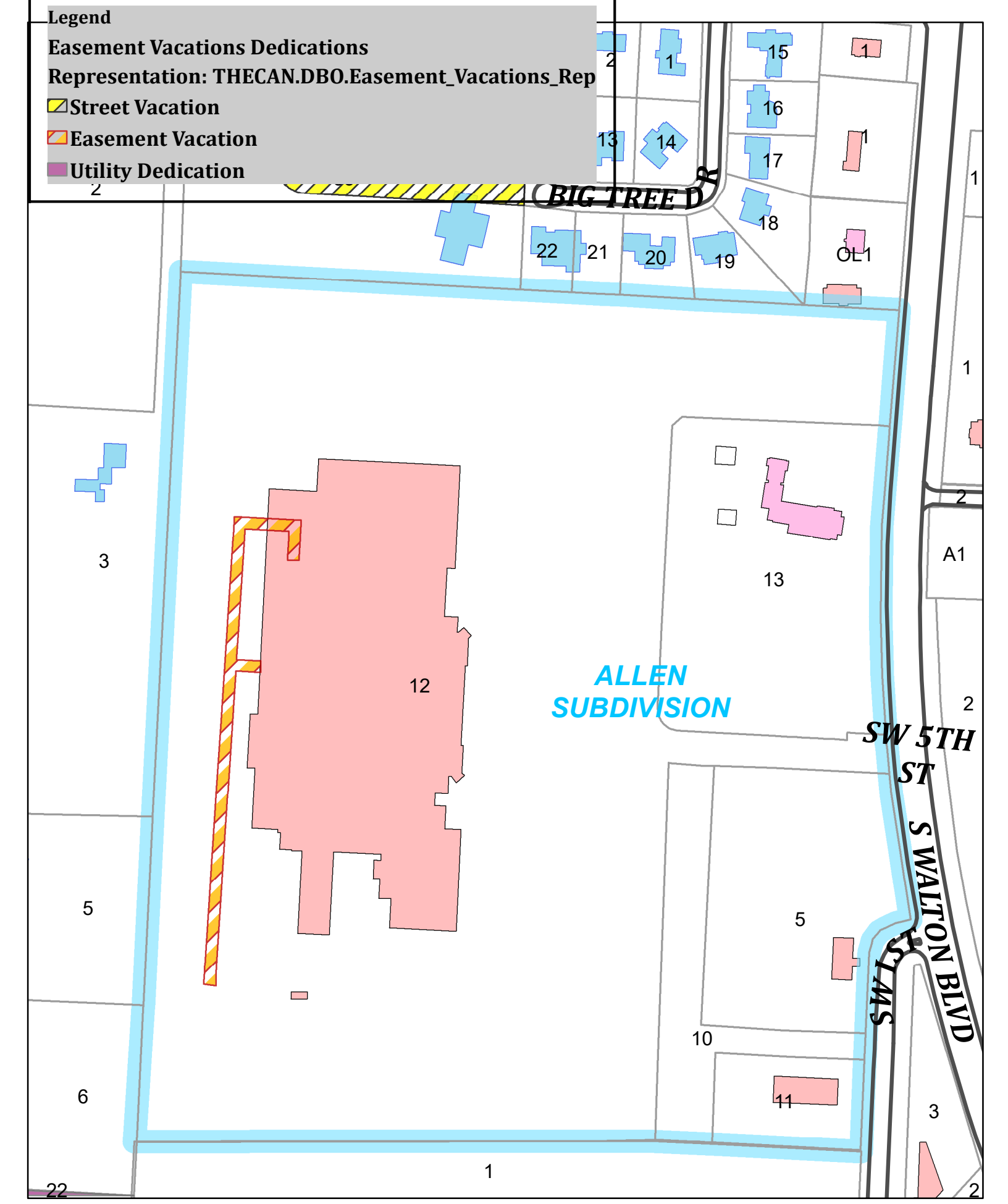
| | | | | | |
|---|---|---|---|---|---|
| ☐ Budget Adjustment | ☐ Change Order | ☐ Informational | ☑ Ordinance | ☐ Resolution | ☐ Bid Award |

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

**Public hearing and ordinance vacating a Drainage & Utility Easement located at Lot 12 of Allen Subdivision, 406 S Walton (VAC23-0002).**

| | |
|---|---|
| **Estimated Cost** | |
| **Is this Item Budgeted?** | ☐ Yes ☐ No |

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




N
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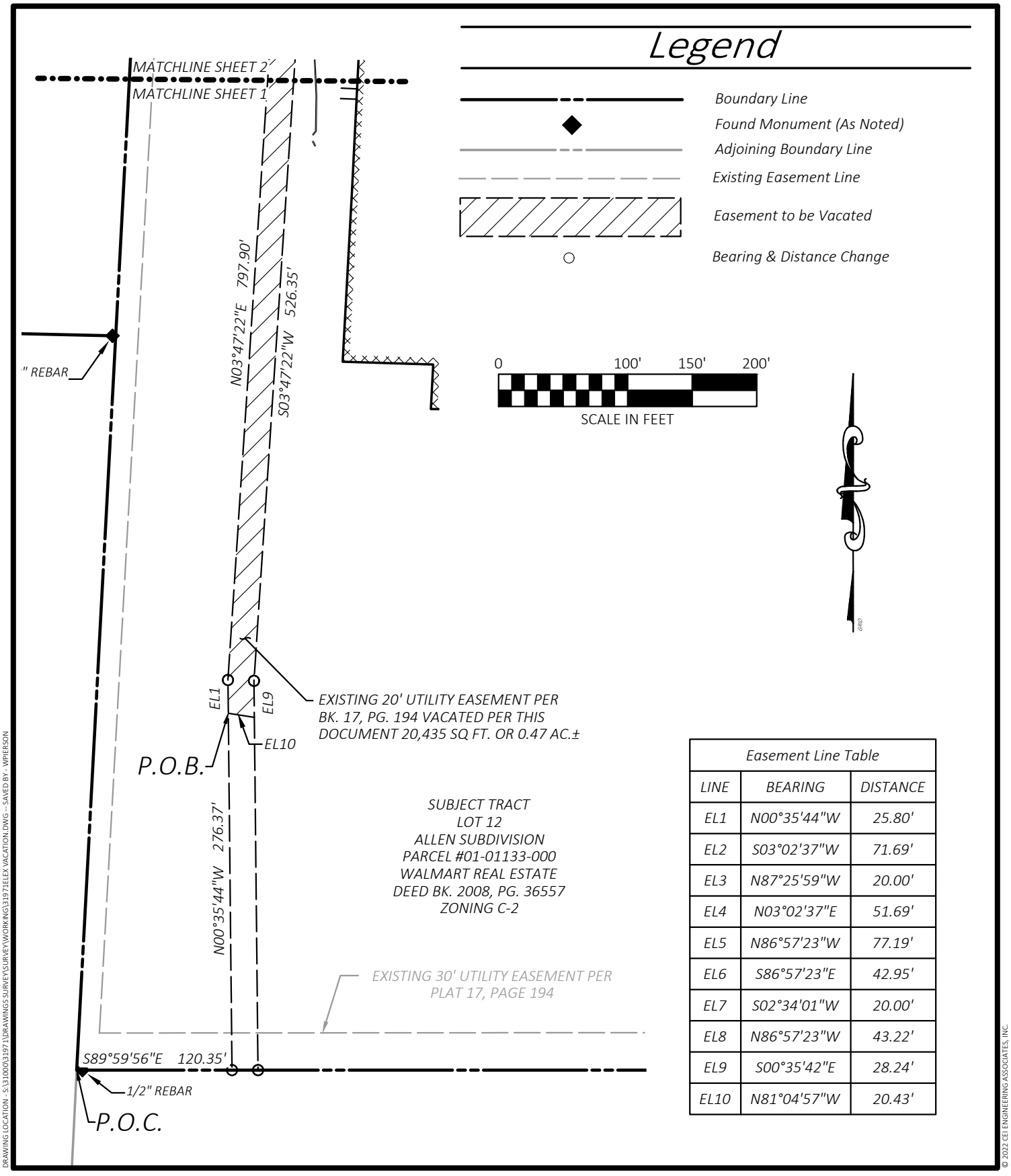
S

**VAC23-0002**
**Proposed Easement Vacation**
**194**

1 inch = 208 feet




| Easement Line Table | | |
|---|---|---|
| LINE | BEARING | DISTANCE |
| EL1 | N00°35'44"W | 25.80' |
| EL2 | S03°02'37"W | 71.69' |
| EL3 | N87°25'59"W | 20.00' |
| EL4 | N03°02'37"E | 51.69' |
| EL5 | N86°57'23"W | 77.19' |
| EL6 | S86°57'23"E | 42.95' |
| EL7 | S02°34'01"W | 20.00' |
| EL8 | N86°57'23"W | 43.22' |
| EL9 | S00°35'42"E | 28.24' |
| EL10 | N81°04'57"W | 20.43' |

DRAWING LOCATION - S:\31000\31971\DRAWINGS\SURVEY\SURVEY\WORKING\31971ELEX VACATION.DWG - SAVED BY - WPIERSON

© 2022 CEI ENGINEERING ASSOCIATES, INC.

CEI ENGINEERING ASSOCIATES, INC.
3108 SW REGENCY PKWY
BENTONVILLE, AR 72712
PHONE: (479) 273-9472
FAX: (479) 273-9344
CORPORATE TBPLS FIRM #10031500

3030 LBJ FREEWAY, SUITE 100
DALLAS, TX 75234
PHONE: (972) 488-3737
FAX: (972) 488-6732
BRANCH TBPLS FIRM #10194234

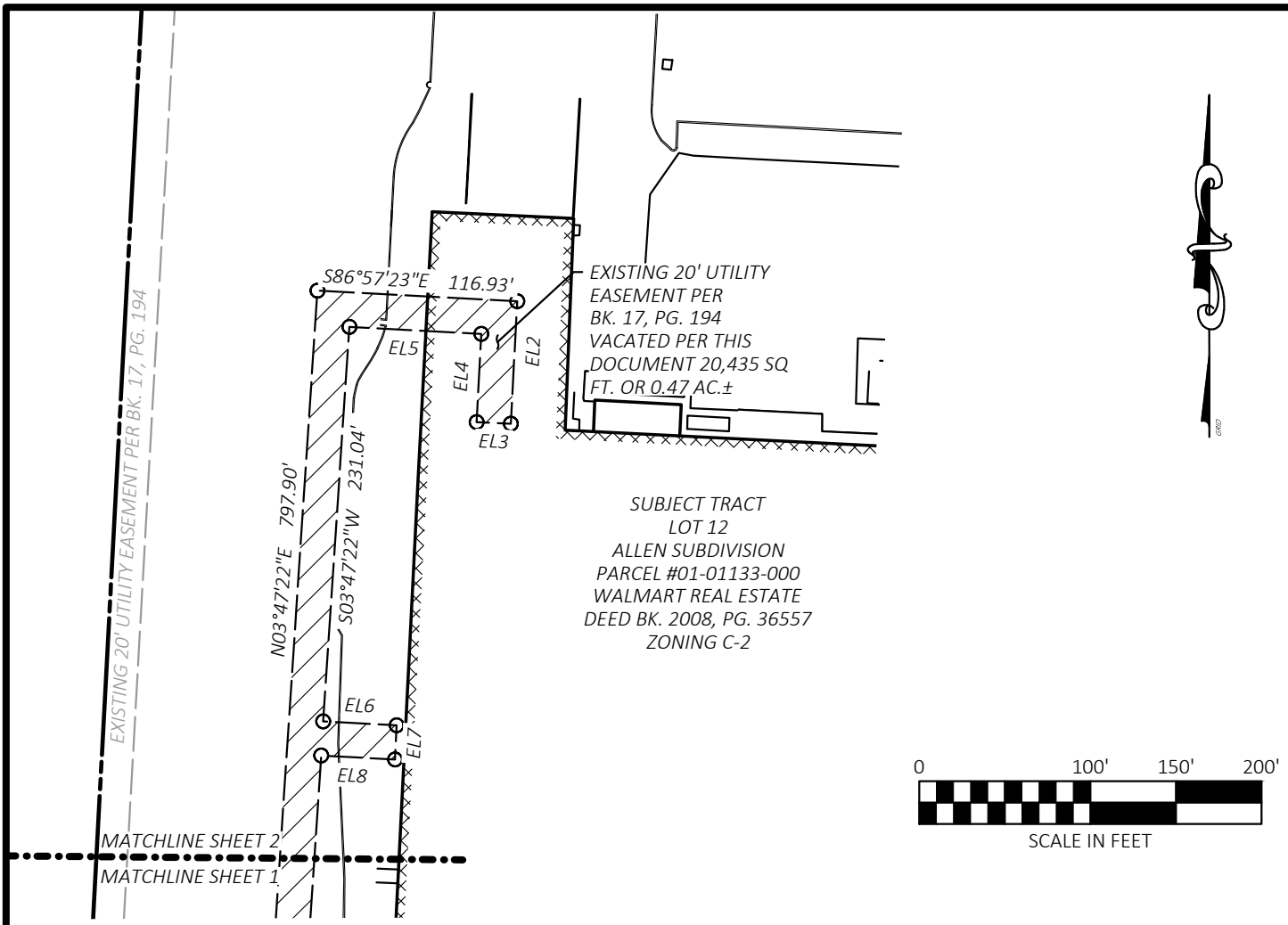
# Utility Easement Vacation Exhibit
## Walmart Inc.
406 S Walton Blvd.
Bentonville, Benton County, Arkansas

Exhibit B South

SHEET TITLE

| | |
|---|---|
| PROFESSIONAL OF RECORD | DGR |
| DESIGNER | WAP |
| FIELD WORK | KDM |
| CEI PROJECT NUMBER | 31971 |
| DATE | 11/7/2022 |
| REVISION | REV-2 |

SHEET NUMBER 1 OF 2




# Legend

- Boundary Line
- Found Monument (As Noted)
- Adjoining Boundary Line
- Existing Easement Line
- Easement to be Vacated
- Bearing & Distance Change

| Easement Line Table | | |
|---|---|---|
| LINE | BEARING | DISTANCE |
| EL1 | N00°35'44"W | 25.80' |
| EL2 | S03°02'37"W | 71.69' |
| EL3 | N87°25'59"W | 20.00' |
| EL4 | N03°02'37"E | 51.69' |
| EL5 | N86°57'23"W | 77.19' |
| EL6 | S86°57'23"E | 42.95' |
| EL7 | S02°34'01"W | 20.00' |
| EL8 | N86°57'23"W | 43.22' |
| EL9 | S00°35'42"E | 28.24' |
| EL10 | N81°04'57"W | 20.43' |

DRAWING LOCATION - S:\31000\31971\DRAWINGS\SURVEY\SURVEY\WORKING\31971ELEX VACATION.DWG - SAVED BY - WPIERSON

© 2022 CEI ENGINEERING ASSOCIATES, INC.

CEI ENGINEERING ASSOCIATES, INC.
3108 SW REGENCY PKWY
BENTONVILLE, AR 72712
PHONE: (479) 273-9472
FAX: (479) 273-9344
CORPORATE TBPLS FIRM #100031500

3030 LBJ FREEWAY, SUITE 100
DALLAS, TX 75234
PHONE: (972) 488-3737
FAX: (972) 488-6732
BRANCH TBPLS FIRM #10194234

## Utility Easement Vacation Exhibit
## Walmart Inc.
406 S Walton Blvd.
Bentonville, Benton County, Arkansas

Exhibit B North

SHEET TITLE

| | |
|---|---|
| PROFESSIONAL OF RECORD | DGR |
| DESIGNER | WAP |
| FIELD WORK | KDM |
| CEI PROJECT NUMBER | 31971 |
| DATE | 11/7/2022 |
| REVISION | REV-2 |

SHEET NUMBER

2 OF 2

**ORDINANCE NO_____**

**AN ORDINANCE VACATING A DRAINAGE AND UTILITY EASEMENT LOCATED AT LOT 12 OF ALLEN SUBDIVISION TO THE CITY OF BENTONVILLE, ARKANSAS, BENTON COUNTY ARKANSAS. (VAC23-0002)**

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

A part of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) and a part of the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) in Section 36, Township 20 North, Range 31 West, also being a part of Lot 12, Allen Subdivision as shown in Plat Book 2013, Page 636 in the public records of Benton County, Arkansas, being more particularly described by metes and bounds as follows:

**COMMENCING** at a 1/2-inch rebar found at the southwest corner of said Lot 12,
**THENCE** along the south boundary line of said Lot 12, South 89°59'56" East, 120.35 feet to the west boundary line of the existing 20-foot utility easement per Plat Book 17, Page 194;
**THENCE** along said west boundary line, North 00°35'44" West, 276.37 feet to the **POINT OF BEGINNING**;
**THENCE** continuing along said west boundary line the following three (3) calls:
North 00°35’44” East, 25.80 feet;
North 03°47'22" East, 797.90 feet;
South 86°57'23" East, 116.93 feet to the north boundary line of said 20-foot utility easement;
**THENCE** along said north boundary line, South 03°02'37" West, 71.69 feet to the east boundary line of said 20-foot utility easement;
**THENCE** along said east boundary line the following nine (9) calls:
North 87°25'59" West, 20.00 feet;
North 03°02'37" East, 51.69 feet;
North 86°57'23" West, 77.19 feet;
South 03°47'22" West, 231.04 feet;
South 86°57'23" East, 42.95 feet;
South 02°34'01" West, 20.00 feet;
North 86°57'23" West, 43.22 feet;
South 03°47'22" West, 526.35 feet;
South 00°35'42" East, 28.24 feet;
**THENCE** departing said east boundary line, North 81°04'57" West, 20.43 feet to the **POINT OF BEGINNING**, containing **20,435** square feet or **0.47** acres, more or less.

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

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

**Section 1:** The City of Bentonville Arkansas releases, vacates and abandons all of its rights together with the rights of the public generally, in and to a utility easement designated as follows:
A part of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) and a part of the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) in Section 36, Township 20 North, Range 31 West, also being a part of Lot 12, Allen Subdivision as shown in Plat Book 2013, Page 636 in the public records of Benton County, Arkansas, being more particularly described by metes and bounds as follows:

**COMMENCING** at a 1/2-inch rebar found at the southwest corner of said Lot 12,
**THENCE** along the south boundary line of said Lot 12, South 89°59'56" East, 120.35 feet to the west boundary line of the existing 20-foot utility easement per Plat Book 17, Page 194;
**THENCE** along said west boundary line, North 00°35'44" West, 276.37 feet to the **POINT OF BEGINNING**;
**THENCE** continuing along said west boundary line the following three (3) calls:
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South 86°57'23" East, 116.93 feet to the north boundary line of said 20-foot utility easement;
**THENCE** along said north boundary line, South 03°02'37" West, 71.69 feet to the east boundary line of said 20-foot utility easement;
**THENCE** along said east boundary line the following nine (9) calls:
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North 03°02'37" East, 51.69 feet;
North 86°57'23" West, 77.19 feet;
South 03°47'22" West, 231.04 feet;
South 86°57'23" East, 42.95 feet;
South 02°34'01" West, 20.00 feet;
North 86°57'23" West, 43.22 feet;
South 03°47'22" West, 526.35 feet;
South 00°35'42" East, 28.24 feet;
**THENCE** departing said east boundary line, North 81°04'57" West, 20.43 feet to the **POINT OF BEGINNING**, containing **20,435** square feet or **0.47** acres, more or less.

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

**Section 3:** This Ordinance shall take effect and be in force from and after its passage. The above and foregoing Ordinance was passed, approved, and adopted the _____ day of _____, 2023 at a regular meeting of the City Council of the City of Bentonville, Arkansas.

_____
**KIRBY ROMINES, City Clerk and Recorder**
**City of Bentonville, Arkansas**

_____
**STEPHANIE ORMAN, Mayor**
**City of Bentonville, Arkansas**

# Agenda Item Form

| | |
|---|---|
| **Date of City Council Meeting** | **3/14/2023** |
| **Department** | **ENGINEERING** |
| **Submitted by** | **TRACY BILLINGS** |
| **Phone** | **(479) 696-0229** |

**Item Type: (*Check Applicable Item Type)***

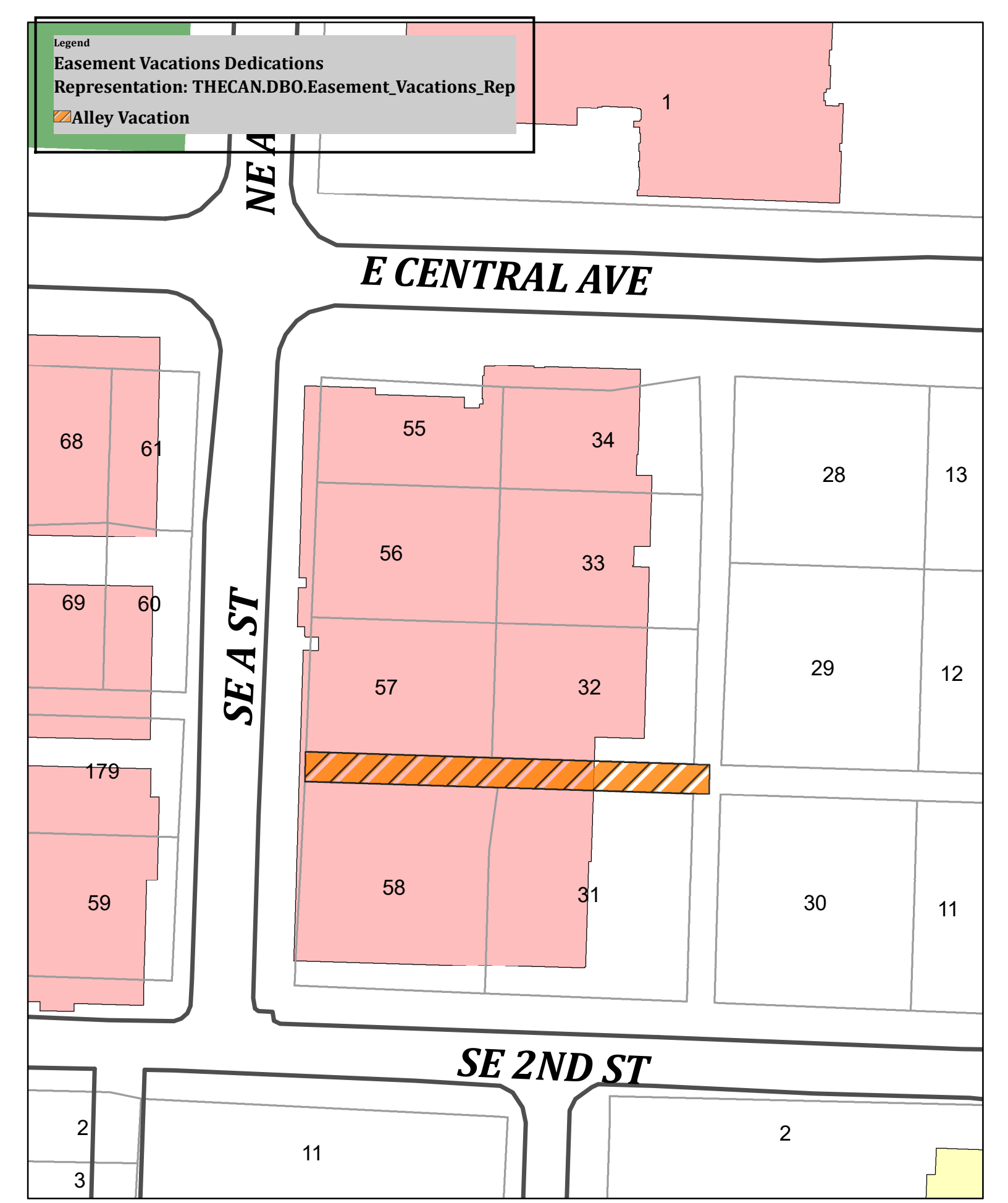
| | | | | | |
|---|---|---|---|---|---|
| ☐ Budget Adjustment | ☐ Change Order | ☐ Informational | ☐ Ordinance | ☑ Resolution | ☐ Bid Award |

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

**Resolution setting a public Hearing for March 28, 2023 for Alley Right of Way Vacation requested for Lot 56 of Original Town of Bentonville Subdivision (VAC23-0003).**

| | |
|---|---|
| **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

***VAC23-0003***
***Proposed Alley Vacation***
**200**

1 inch = 49 feet

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 CEI Engineering Associates requesting Alley Right-of-Way Vacation (VAC23-0003) within the City of Bentonville, Arkansas be vacated, which said alley right of way is described as follows:

A 12-foot alley between Lots 31-32 and Lots 57-58 as shown in the Original Town of Bentonville at Plat Book S, Page 75 in the public records of Benton County, Arkansas and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8-inch rebar with cap LS Bates 1642 found at the southwest corner of said Lot 57;
THENCE along the south boundary line of said Lots 57 and 32, South 87°37'36" East, 165.01 feet to a 12-foot alley per Plat Book S, Page 75;
THENCE along the west boundary line of said alley, South 01°55'19" West, 12.00 feet to a 5/8-inch rebar found at the northeast corner of said Lot 31;
THENCE along the north boundary line of said Lot 31 and Lot 58, North 87°37'36" West, 164.99 feet to a 5/8-inch rebar with cap LS1618 found at the intersection of said north boundary line and the east right-of-way line of SE A Street per Plat Book S, Page 75;
THENCE along said east right-of-way line, North 01°49'04" East, 12.00 feet to the POINT OF BEGINNING containing 1,980 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 vacate the above described Alley Right-of-Way is set for a hearing March 28, 2023 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 _____, 2023 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** | **3/14/2023** |
| **Department** | **ENGINEERING** |
| **Submitted by** | **TRACY BILLINGS** |
| **Phone** | **(479) 696-0229** |

**Item Type: (*Check Applicable Item Type)***

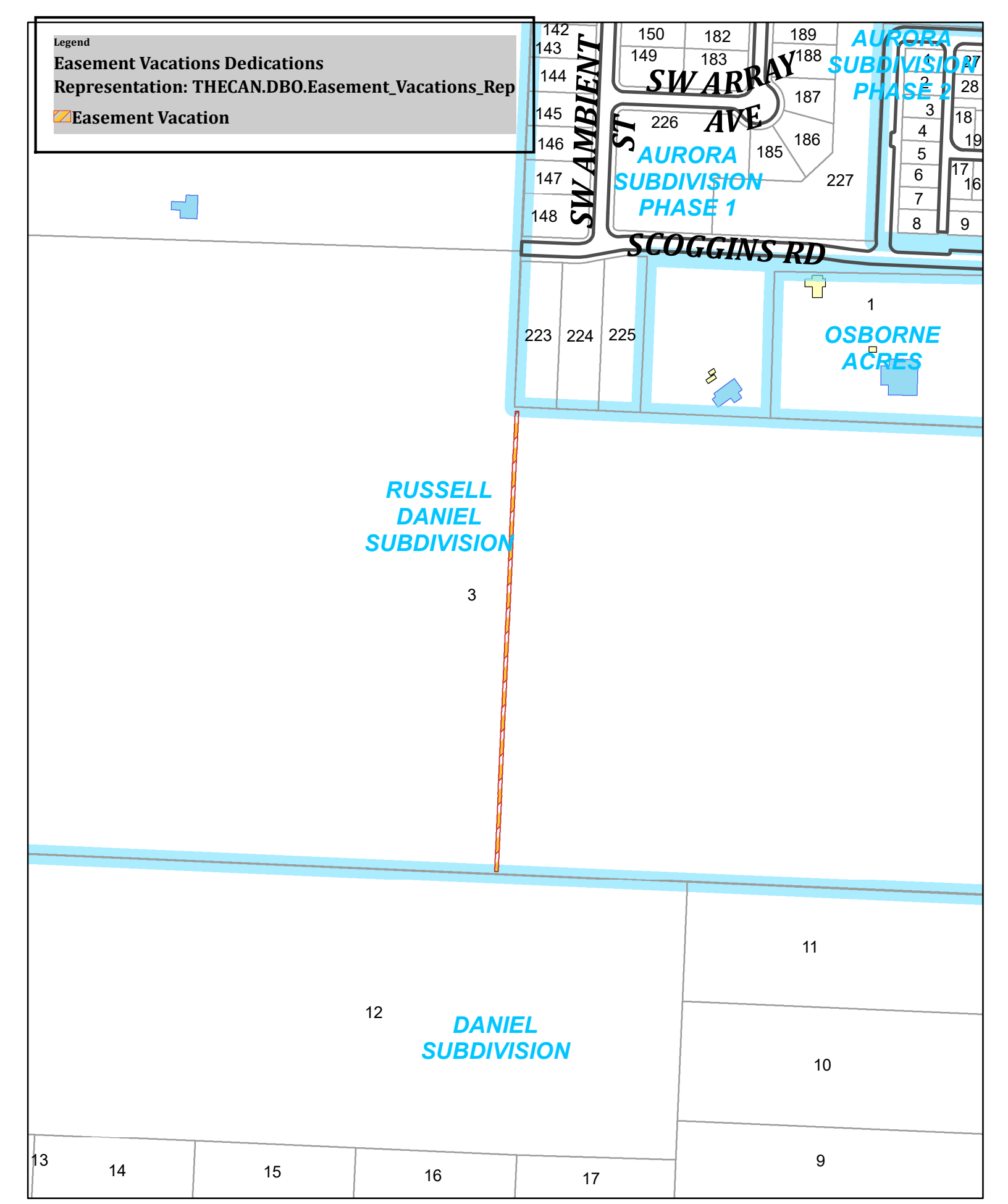
| | | | | | |
|---|---|---|---|---|---|
| ☐ Budget Adjustment | ☐ Change Order | ☐ Informational | ☐ Ordinance | ☑ Resolution | ☐ Bid Award |

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

**Resolution setting a public hearing for March 28, 2023 for a Utility Easement Vacation located at Lot 3 of Russell Daniel Subdivision (VAC23-0005).**

| | |
|---|---|
| **Estimated Cost** | |
| **Is this Item Budgeted?** | ☐ Yes ☐ No |

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




***VAC23-0005***
***Proposed Easement Vacation***
**203**

1 inch = 250 feet

**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 Sand Creek requesting drainage and utility easement vacation (VAC23-0005) within the City of Bentonville, Arkansas be vacated, which said utility easement is described as follows:

Part of the NE 1/4 of the SW 1/4 all in Section 23, Township 19 North, Range 31 West; more particularly described by meets and bounds as follows;

Commencing at a Found 5/8" rebar at the Southwest Corner of the NE 1/4 , SW 1/4 of said Section 23, as shown on plat L201806468, Thence North 02°33'25" East a distance of 7.5 feet for the POINT OF BEGINNING:

From said point, Thence North 87°33'25" East a distance of 970.59 feet, to a point 7.50 feet south of the Northwest corner of said Lot 2; Thence SOUTH 87°34'56" EAST a distance of 7.50 feet to the east line of said easement; Thence South 02°33'25" West a distance of 970.59 feet to a point on the north line of the south utility easement as shown on Plat L201806468; Thence along the north line of said south easement, North 87°30'31" West to the POINT OF BEGINNING, containing 7,279.42 square feet or 0.167 Acres.

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 on March 28, 2023 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 _____, 2023 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** | **3/14/2023** |
| **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 to award bid IFB-23-10 for a 2023 Cab and Chassis with a 2,000 Gallon Water Tank to Scott Equipment, the sole bidder, and a budget adjustment of $8,500.00 for the overage.**

| | |
|---|---|
| **Estimated Cost** | **$168,500.00** |
| **Is this Item Budgeted?** | ☑ Yes ☐ No |

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

**$160,000.00 was budgeted in 2023; a Budget Adjustment is requested for $8,500.00 to cover the difference. The budget adjustment will be paid for with Street Fund Reserves.**

# Budget Adjustment Request

| | |
|---|---|
| **Date of City Council Meeting** | **3/14/2023** |
| **Department** | **Street** |
| **Submitted by** | **Tony Davis** |
| **Phone** | **(479) 271-3130** |

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

**To allow for an additional $8,500.00 to the approved budgeted amount of $160,000.00 for a water truck purchase. The budget adjustment will be paid for with Street Fund Reserves.**

| General Ledger Account Information* | | | | |
|---|---|---|---|---|
| **Org (Department)** | **Object** | **Account Description** | **Revenue + ( - )** | **Expense + ( - )** |
| **203810** | **47410** | **Machinery and Equipment** | | **$ 8,500.00** |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | **Totals** | **$ -** | **$ 8,500.00** |
| | | **Net Impact on Fund Balance** | **$** | **(8,500.00)** |

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

# Memorandum

**To:** City Council, Mayor Orman

**From:** Tony Davis, Street Manager

**Date:** March 14, 2023

**Re:** Bid IFB-23-10 2023 Cab and Chassis w/ 2,000 Gallon Water Tank

---

On February 28, 2023 the City opened bid IFB-23-10 for a 2,000 gallon water tank. Only one bid was received by Scott Equipment in the amount of $168,500.00. The 2023 budget for this is $160,000.00.

The Street Department is recommending awarding bid IFB-23-10 to Scott Equipment and a budget adjustment of $8,500.

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

## CITY OF BENTONVILLE, ARKANSAS PURCHASING DEPARTMENT

### FORMAL SEALED BID TABULATION

| | | | | | |
|---|---|---|---|---|---|
| **Date of Bid Opening:** | **2/28/23** | **Time of Bid Opening:** | **1:00 PM** | **Solicitation ID Number:** | **IFB-23-10 Re-Bid** |

**Solicitation Title: One (1) 2023 or Newer Cab and Chassis with 2,000 Gallon Ledwell Water Tank, As Specified, or Equivalent**

| | | | **Bidder:** | **Scott Equipment** |
|---|---|---|---|---|
| **Line Item** | **Quantity (Unit of Measure = EA)** | **Description** | **Unit Price** | |
| 1 | 1 | 2023 or Newer Cab and Chassis with 2,000 Gallon Ledwell Water Tank, as specified | $168,500.00 | |
| | | **Total Bid Price** | **$168,500.00** | |

purchasing@bentonvillear.com - (479) 271-3115

**RESOLUTION NO. _____**

**A RESOLUTION AWARDING BID IFB 23-10 TO SCOTT EQUIPMENT FOR THE PURCHASE OF A 2023 CAB AND CHASSIS WITH WATER TANK FOR THE CITY OF BENTONVILLE STREET DEPARTMENT, IN THE AMOUNT OF ONE HUNDRED SIXTY-EIGHT THOUSAND FIVE HUNDRED DOLLARS ($168,500.00); AMENDING THE 2023 BUDGET TO TRANSFER EIGHT THOUSAND FIVE HUNDRED DOLLARS ($8,500.00) FROM STREET FUND RESERVES TO ACCOUNT #203810-47410 – MACHINERY AND EQUIPMENT; AND FOR OTHER PURPOSES.**

**WHEREAS**, Scott Equipment is the only bidder for bid IFB-23-10;

**WHEREAS**, this contract covers the purchase of a 2023 Cab and Chassis with water tank for the City of Bentonville Street Department; and

**WHEREAS**, this contract will require a budget adjustment in the amount of eight thousand five hundred dollars ($8,500.00) to fund the overage from the budgeted amount;

**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 Scott Equipment for the purchase of a 2023 Cab and Chassis with water tank for the City of Bentonville Street Department in the amount of one hundred sixty-eight thousand five hundred dollars ($168,500.00);

Section 2: The 2023 Budget is hereby amended to appropriate eight thousand five hundred dollars ($8,500.00) from Street Fund Reserves to Account #203810-47410 – Machinery and 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 Resolutions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

**PASSED and APPROVED this _____ day of _____, 2023.**

**APPROVED:**

_____
**STEPHANIE ORMAN, Mayor**

**ATTEST:**

_____
**KIRBY ROMINES, City Clerk**

# Agenda Item Form

| | |
|---|---|
| **Date of City Council Meeting** | **3/14/2023** |
| **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):***

**Ordinance approving a waiver of competitive bidding for a new lease agreement with Riggs Cat for (2) Backhoes and a budget adjustment in the amount of $738.00 for this request. A budget adjustment is needed for the overage.**

| | |
|---|---|
| **Estimated Cost** | **$43,362.00** |
| **Is this Item Budgeted?** | ☑ Yes ☐ No |

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

**$42,624.00 budgeted in 2023; Budget Adjustment requested for the $738.00 difference. The budget adjustment will be paid for with Street Fund Reserves.**

# Waiver of Bid Request

| | |
|---|---|
| **Date of City Council Meeting** | **03-014-2023** |
| **Department** | **Street** |
| **Submitted by** | **Tony Davis** |
| **Phone** | **(479) 271-3130** |

| | |
|---|---|
| **Vendor** | **Riggs Cat** |
| **Total Cost** | **$43,362** |

**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):***

**Lease agreement with Riggs Cat for (2) backhoes**

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

**Due to previously soliciting bids for a backhoe lease, a quote from CAT Financial for a backhoe lease, and the current equipment lease market it is not practical to solicit competitive bids.**

# Budget Adjustment Request

| | |
|---|---|
| **Date of City Council Meeting** | **3/14/2023** |
| **Department** | **Street** |
| **Submitted by** | **Tony Davis** |
| **Phone** | **(479) 271-3130** |

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

**This is for the cost difference of the Lease of (2) Backhoes from Riggs Cat. The budget adjustment will be paid for with Street Fund Reserves.**

| General Ledger Account Information* | | | | |
|---|---|---|---|---|
| **Org (Department)** | **Object** | **Account Description** | **Revenue + ( - )** | **Expense + ( - )** |
| **203810** | **44520** | **Lease / Equipment** | | **$ 738.00** |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | **Totals** | **$ -** | **$ 738.00** |
| | | **Net Impact on Fund Balance** | **$** | **(738.00)** |

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

# Memorandum

**To:** City Council, Mayor Orman

**From:** Tony Davis, Street Manager

**Date:** March 14, 2023

**Re:** Backhoe Lease

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The Street Department is asking for a waiver of bids in order to lease (2) Backhoes from Riggs Cat for a combined total of $43,362.00 which includes sales tax. The Street Department's current lease is up at the end of March 2023 for (2) backhoes.

Cat Finance is the current lease holder and is proposing a new lease in the amount of $3,344.54 for each backhoe. Riggs Cat is offering a different lease rate in the amount of $1,806.75 for each backhoe. Riggs Cat is a different group than Cat Finance.

The previous low bid for backhoes received for the water department (in 2022) came in at monthly price of $3,050.89 each compared to a monthly price offer of $1,806.75 each from Riggs Cat.

The approved budgeted amount for the backhoe leases is $42,624.00 so a budget adjustment of $738.00 will be needed if the lease agreement with Riggs Cat is approved.

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

# RIGGS RENTAL SERVICES, LLC
# LEASE AGREEMENT

9125 Interstate 30, Little Rock, AR 72209 | Phone (501)570-3100 | Fax (501)570-3138

## PARTIES

**LESSOR** *("we", "us" or "our")*

RIGGS RENTAL SERVICES, LLC P.O. Box 1399, Little Rock, AR 72203

**LESSEE** *("you" or "your")*

| | | Equipment Location: |
|---|---|---|
| Lessee Name | CITY OF BENTONVILLE | 1000 SW 14 |
| Street Address | 1000 SW 14TH | BENTONVILLE, AR 72712 |
| City / State | BENTONVILLE, AR | |
| Postal Code | 72712-5256 | |

## DESCRIPTION OF EQUIPMENT

Make: CATERPILLAR Model: 420 4AEM Current Hours: TBD

Serial Number: H8T03550 New or Used

ATTACHMENTS: 24" DIGGING BUCKET / HYDRAULIC THUMB, SERIAL NUMBERS TBD

**MACHINE DELIVERY ON OR ABOUT 4/5/23**

****CUSTOMER IS RESPONSIBLE FOR ALL MAINTENANCE AND NON-WARRANTABLE SERVICE COSTS**** Initial

Lessee acknowledges that the Equipment described above was delivered to you and in good working condition and that it was accepted on the date indicated.

## LEASE TERMS AND OPTION PRICE

**MONTHLY RENT** $ 1,650.00 **LEASE TERM** 12 Months **DELIVERY DATE** TBD

**MAX TERM HOURS** 1,000 Hours **OPTION PRICE** $ 123,000.00 (see Section 12)

## APPLICATION, OVERUSE & RETURN CONDITIONS

Standard Environments include Agricultural, Road Building, Utilities, Site Prep, Landscaping, Pipeline, Commercial/Residential/Site Development.

☐ **Agricultural** ☐ **Road Building** ☑ **Utilities** ☐ **Site Prep** ☐ **Landscaping** ☐ **Pipeline** ☐ **Commercial/Residential/Site Development**

If "Severe" or "Other", actual application description is required:

Total Allowable Machine Hours = Max Annual Hours / 18 x Number of Months in Lease Term

**Lessee shall pay Lessor additional rent for each hour in excess of the Total Allowable Machine Hours based on a prorated rate per hour (calculated as Monthly Rent times 125% times 18 divided by the Max Annual Hours).**

**Excess hourly rate shall be $ 24.75 per hour.**

Lessee will be charged for the parts and labor based on Riggs' retail rates to replace tires, undercarriage components, belts and all other non-conforming components per the "Remaining Life Requirements" section in the terms and conditions. The charges will be based on the following remaining life:

| Life Remaining | Charge to Lessee |
|---|---|
| 50% or greater | No charge to Lessee |
| 31% to 49% | 50% charge to Lessee |
| 0% to 30% | 70% charge to Lessee |

**Customer certifies that Application noted above is correct, and customer understands additional charges will be due for excess hours or if return conditions are not met.** Initial

## LEASE TERMS & CONDITIONS

**1. Lease Term:** The Lease Term will begin on the Delivery Date and will continue for the number of months specified in the Lease Term. Lessee has the option to extend the Lease Term on a month-to-month basis for up to three months beyond the original Lease Term.

**2. Terms of Rental:** Lessee will pay Lessor the Monthly Rent in advance at the beginning of the Lease Term and on the same date each month thereafter for the entire Lease Term, including the optional month-to-month basis for up to three months beyond the original Lease Term. Lessee will also pay all other amounts payable under the terms of this Lease. This agreement shall NOT constitute any type of credit or installment sale contract. Agreement is between Lessor and Lessee, not seller and buyer, and title remains with Lessor at all times. **Lessee agrees this Lease constitutes a non-cancelable net lease. Lessee also agrees that its duties and liabilities under this lease are absolute and unconditional. Lessee's payment and performance obligations are not subject to cancellation, reduction, or setoff for any reason.**

**3. Disclaimer of Warranties:** Lessee has selected each piece of Equipment based upon its own judgment. THE LESSOR DISCLAIMS THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE FITNESS, QUALITY, DESIGN, CONDITION, CAPACITY, SUITABILITY, MERCHANTABILITY, OR PERFORMANCE OF THE EQUIPMENT OR OF THE MATERIAL OR WORKMANSHIP THEREOF. IT IS AGREED THAT LESSOR RENTS THE EQUIPMENT "AS IS" AND EXTENDS NO WARRANTIES OR REPRESENTATIONS BEYOND THE FACE HEREOF, AND THAT ALL RISKS ARE TO BE BORNE BY THE LESSEE AT ITS SOLE COST AND EXPENSE. LESSEE WAIVES ANY AND ALL CLAIMS WHATSOEVER AGAINST LESSOR BASED THEREON INCLUDING BUT NOT LIMITED TO ANY AND ALL CLAIMS FOR LOSS OF ANTICIPATORY PROFITS OR CONSEQUENTIAL DAMAGES.

**4. Possession, Use, and Maintenance:** At Lessee's own expense, it will use and keep the Equipment in good operating order and condition and at least in accordance with Lessor's and manufacturer's recommendations and all maintenance and operating manuals and service agreements, and in accordance with all applicable laws and regulations, including the rules or limits on idling, site based exhaust emissions, or operational limitations, for which you have sole responsibility for compliance. Lessee will not abandon the Equipment nor sublease Equipment nor permit the use of Equipment by anyone other than you. Lessee will not remove, disable, or impair any Equipment monitoring system such as Cat Product Link, if the Equipment is equipped with such system. Lessee agrees to permit Caterpillar or its affiliates and dealers to access data concerning the Equipment, its condition, and its operation transmitted from the monitoring system. Lessee will not change the use of the Equipment from the original application, without our prior written consent. Lessee will not move Equipment from original delivered location, without our prior written consent. Lessee will not sell, assign, transfer, create or allow to exist a lien, claim, security interest, or encumbrance on any of your rights under this Lease or with respect to Equipment. Each piece of Equipment is and will remain personal property regardless of its use or manner of attachment to realty. Lessor has the right (but not the obligation) to inspect each piece of Equipment and its maintenance records. We also have the right to observe the use of each unit and determine its hours of usage. You will not alter Equipment or affix any accessory to a unit if doing so will impair its originally intended function or use or reduce its value. If added to Equipment, the following will immediately become our property: (i) replacement parts; (ii) parts essential to the operation of the Equipment; and (iii) parts that cannot be detached from the Equipment without interfering with the operation of the unit or adversely affecting the value or utility the unit would have had without the addition. All such parts will be deemed incorporated in the Equipment and will be subject to the terms of this Lease as if originally leased under this Lease. If an Event of Default has occurred and is continuing, all parts, accessories, and equipment affixed to Equipment will become our property.

**5. Taxes:** In the event any sales, use, local, city, state, personal property or other similar tax, or license or other fee is now or hereinafter imposed by any governmental authority upon the rental, use or possession of the equipment (excluding, however, any taxes based upon net income or gross receipts or gross income of Lessor), same is to be promptly paid by Lessee in addition to the rent for the equipment. Lessee will prepare and file all reports or returns required with respect to the Equipment. Return of the property shall not terminate this or any other liability to Lessor.

**6. Loss or Damage:** Lessee bears the risk of loss or damage to Equipment from the time Equipment is delivered until the Equipment is returned to Lessor. Should any loss or damage occur, Lessee will not be released from your obligations under the Lease. You will provide prompt, written notice to Lessor of any Total Loss (as defined below) or any material damage to any Equipment. Any such notice will include any damage reports provided to any governmental authority or insurer, and any documents pertaining to the repair of such damage. Without limiting any other term in this Lease, Lessee will promptly repair all damage that does not constitute a Total Loss, to restore the Equipment to the condition required by this Lease. Equipment has incurred a "Total Loss" upon: (i) the disappearance, theft or destruction of such Equipment; (ii) damage to the Equipment that is uneconomical to repair; or (iii) the condemnation, confiscation, or other taking of title to or use of Equipment or the imposition of any lien on such Equipment by any governmental authority. On the next Rent due date following a Total Loss, Lessee will pay Lessor the Monthly Rent due on that date plus the Casualty Loss Value of the Equipment with respect to which the Total Loss has occurred, together with any Other Payments due with respect to the Lost Equipment. Until such payment is made, you will continue to pay us the Monthly Rent on the due dates set forth in Section 2. Upon making the full payment required, your obligation to pay future Monthly Rent on the Lost Equipment will terminate, but you will remain liable for all Monthly Rent and all Other Payments on any remaining Equipment. Furthermore, upon receipt of the full payment required, we convey to you all of our right, title, and interest in the Lost Equipment, "AS IS WHERE IS", but subject to the requirements of any third party insurance carrier in order to settle an insurance claim. "Residual Value" means the fair market value of Equipment at the end of the Lease Term. "Casualty Loss Value" means the sum of: (i) all amounts then due under this Lease with respect to the Lost Equipment (including all Other Payments then owing and unpaid); (ii) the discounted present value of all unpaid future Rent for the Lost Equipment; and (iii) the discounted present value of the Lost Equipment's Residual Value as determined by Lessor. If the Total Loss occurs after the final Rent due date of the Lease Term, the Casualty Loss Value will be determined as of the last Monthly Rent due date during the Lease Term. Lessor is not required to pursue any claim against any person in connection with a Total Loss or other loss or damage.

**7. Indemnification:** Lessee releases and agrees to indemnify, defend and hold harmless, Lessor and its directors, officers, agents and employees ("Indemnitees") from and against any and all claims, allegations, judgments, settlements, actions, suits, damages, demands and losses ("Claims") unless directly resulting from the actual gross negligence or willful misconduct of the Indemnitee. To meet this obligation, Lessee will pay or otherwise discharge such Claims. If any Claim is made against Lessee or an Indemnitee, the party receiving notice of the Claim will promptly notify the other. Lessee agrees to be responsible for all costs and expenses, including reasonable attorneys' fees incurred by an Indemnitee in defending such claims or in enforcing this section. Under no condition or cause of action will Lessor be liable for any loss of actual or anticipated business or profits or any special, indirect, or consequential damages. The parties agree and understand that the City has Statutory Tort Immunity and as such, nothing contained herein this Section 7 or otherwise under this agreement shall waive any governmental immunity the City may be entitled to by law.

**8. Insurance:** Lessee, at its expense, must keep Equipment insured with a commercial physical damage insurance policy for Lessor's benefit. This insurance will protect all Equipment against all risks for an amount at least equal to the then-applicable Casualty Loss Value. All insurance must be in a form and with companies approved by us. The insurance shall specify Lessee as named insured and Lessor as loss payee. The insurance shall be primary, without the right of contribution from any insurance carried by Lessor. You irrevocably appoint us as your attorney-in-fact to receive payment of and to endorse all checks, drafts, and other documents and to take any other actions necessary to pursue insurance claims and recover payments if you fail to promptly do so. You must promptly notify us of any occurrence that may become the basis of a claim. Upon demand, you must promptly deliver to us evidence of insurance coverage. The City is insured through the Arkansas Municipial League and will provide proof of coverage to Lessor upon request

**9. Default:** Lessee shall be in default of this agreement if (a) Lessee shall default in payment of any rent or other obligation hereunder and such default shall continue for five (5) days after performance is due; (b) Lessee shall default in the performance of any other covenant herein and such default shall continue for ten (10) days after notice thereof by Lessor to Lessee; (c) Lessee shall cease to do business as a going concern; (d) a petition is filed by or against Lessee under the Bankruptcy Code or any amendment thereto or in any other federal court or state court insolvency proceedings (including a petition for reorganization or any arrangement for benefit of creditors); (e) Lessee attempts to remove or sell or transfer or encumber or sublet or part with possession of the equipment; (f) A determination by the Lessor, in its sole judgment and discretion, that it deems itself, or the equipment, insecure. In the event of default of this agreement, Lessor shall have the option, but not the obligation, to do any or all of the following: (1) terminate this Agreement with respect to any equipment subject thereto; (2) require Lessee to assemble the equipment and deliver it to Lessor; (3) take possession of the equipment, with or without notice or legal process, and Lessor's agents shall have the right to enter into any premise of or under the control of Lessee or any agent of Lessee where the equipment may or Lessor believes to be, and repossess all or any part of the equipment, disconnecting and separating possession of the equipment from the property; (4) declare all sums that shall become due on this agreement to be immediately due and payable; (5) sell, dispose of, hold, use, or lease the equipment, as Lessor in its sole discretion may decide, without any duty to account to Lessee. Lessee hereby expressly waives all further rights to possession of the equipment and all claims for injury or damage suffered or caused by such repossession. Lessee shall be liable for the balance of rent due plus all costs of retaking, repossession, and releasing of the equipment and any repairs or maintenance caused or occasioned by the repossession or surrender of the equipment, and/or termination of this agreement. In the event of default under this agreement, Lessor, at its option, may enforce this agreement by appropriate legal proceedings including the specific performance or a replevin action, as well as any other remedy provided herein or by law.

**10. Return of Unit**: On expiration of the Lease Term or if we demand possession of Equipment pursuant to the terms of the Lease, you will, at your expense, promptly deliver the Equipment to Lessor in the condition required by Section 4 and the Application, Overuse and Return Conditions. You will deliver the Equipment, at our option, (a) to the nearest Riggs Cat location; or (b) on board a carrier named by us and shipping the Equipment, freight collect, to a destination designated by us. If the Equipment is not in the condition required by Section 4 or the Application, Overuse and Return Conditions, or if the Equipment is not in the same operating order, repair, condition, and appearance as it was on the Delivery Date (excepting ordinary wear and tear from proper use), you must pay us, on demand, all costs and expenses incurred by us to bring the Equipment into the required condition. Ordinary wear and tear does not include cracks or major pits in window glass or dents and cracks in covers, doors, fenders, and other flat metal or plastic surfaces. You are obligated to pay holdover rent in the amount equal to 1/30th of the Monthly Rent plus any other costs and expenses for each day following the end of the Lease Term on any Unit that is not returned or purchased pursuant to the terms of this Lease.

**11. Remaining Life Requirements:** Upon the return of Equipment to Lessor, the Lessee is responsible for all ground engaging tools, including but not limited to buckets, dozers blades, base cutting edges, rippers, scarifiers, drums, feet, tines, screeds, elevator flights, forks, and top clamps to have good structural integrity and have fifty percent (50%) remaining life. The Lessee is also responsible for all track and rubber belted Equipment to have a minimum of fifty percent (50%) remaining life on each and every component including but not limited to, track shoes, links, pins, bushings, idlers, bogies, sprockets, carrier rollers, and track rollers. Belts can not have any cuts that extend into the cords and must not be missing any grouser bars (lugs). For rubber tire Equipment, the Lessee is responsible for a minimum of fifty percent (50%) remaining life of the original tread life of each tire. Recapped tires are not acceptable substitutes. All tires must be a matched set with the same tread type and pattern and have no significant cuts or chunking on the tread or side walls.

**12. Purchase Option:** If this Lease includes an Option Price and no event of Default has occurred and is continuing and all amounts owing under the Lease are paid in full, Lessee may choose to purchase the Equipment for the "Purchase Option Price". The Purchase Option Price is defined as the Option Price less 85% of the total Monthly Rent due and paid at the time of exercising the purchase option. The purchase option may be exercised by the Lessee anytime during the Lease Term by sending written notice to Lessor at least thirty (30) days prior to the end of the original or extended Lease Term. Upon receipt of the Purchase Option Price and all other amounts owing under the Lease, plus any taxes or other costs and expenses arising from the sale of the Equipment, Lessor will deliver a bill of sale. If this Lease does not include an Option Price, then Lessee may purchase the Equipment at fair market value, as determined by Lessor, after all other amounts owing under the Lease are paid in full. If Equipment is purchased, the Lessee agrees to purchase the Equipment "AS IS, WHERE IS, WITH ALL FAULTS".

**13. Entire Agreement; Applicable Law:** It is agreed that this writing is the entire agreement between the parties hereto, and no modifications shall be binding upon either of the parties hereto unless reduced to writing signed by both parties and shall be deemed given when personally delivered or deposited in the mail, postage prepaid, addressed to the other party at the address appearing on the front of this agreement. This agreement shall be governed and construed in accordance with the laws of the State of Arkansas. Lessee consents to jurisdiction and venue in the state courts in Pulaski County, Arkansas.

**By signing this Lease, you certify that you have read and understand the terms of this Lease.**

## SIGNATURES

| **LESSOR** | | **LESSEE** | |
|---|---|---|---|
| **RIGGS RENTAL SERVICES, LLC** | | | |
| Accepted By: | Date | Accepted By: | Date |
| Signature: | | Signature: | |
| Title: | | Title: | |

# RIGGS RENTAL SERVICES, LLC
# LEASE AGREEMENT

9125 Interstate 30, Little Rock, AR 72209 | Phone (501)570-3100 | Fax (501)570-3138

## PARTIES

**LESSOR** *("we", "us" or "our")*

RIGGS RENTAL SERVICES, LLC P.O. Box 1399, Little Rock, AR 72203

**LESSEE** *("you" or "your")*

| | | Equipment Location: |
|---|---|---|
| Lessee Name | CITY OF BENTONVILLE | 1000 SW 14 |
| Street Address | 1000 SW 14TH | BENTONVILLE, AR 72712 |
| City / State | BENTONVILLE, AR | |
| Postal Code | 72712-5256 | |

## DESCRIPTION OF EQUIPMENT

Make: CATERPILLAR Model: 420 4AEM Current Hours: TBD

Serial Number: H8T03465 New or Used

ATTACHMENTS: 24" DIGGING BUCKET / HYDRAULIC THUMB, SERIAL NUMBERS TBD

**MACHINE DELIVERY ON OR ABOUT 4/5/23**

****CUSTOMER IS RESPONSIBLE FOR ALL MAINTENANCE AND NON-WARRANTABLE SERVICE COSTS**** Initial

Lessee acknowledges that the Equipment described above was delivered to you and in good working condition and that it was accepted on the date indicated.

## LEASE TERMS AND OPTION PRICE

**MONTHLY RENT** $ 1,650.00 **LEASE TERM** 12 Months **DELIVERY DATE** TBD

**MAX TERM HOURS** 1,000 Hours **OPTION PRICE** $ 123,000.00 (see Section 12)

## APPLICATION, OVERUSE & RETURN CONDITIONS

Standard Environments include Agricultural, Road Building, Utilities, Site Prep, Landscaping, Pipeline, Commercial/Residential/Site Development.

☐ **Agricultural** ☐ **Road Building** ☑ **Utilities** ☐ **Site Prep** ☐ **Landscaping** ☐ **Pipeline** ☐ **Commercial/Residential/Site Development**

If "Severe" or "Other", actual application description is required:

Total Allowable Machine Hours = Max Annual Hours / 18 x Number of Months in Lease Term

**Lessee shall pay Lessor additional rent for each hour in excess of the Total Allowable Machine Hours based on a prorated rate per hour (calculated as Monthly Rent times 125% times 18 divided by the Max Annual Hours).**

**Excess hourly rate shall be $ 24.75 per hour.**

Lessee will be charged for the parts and labor based on Riggs' retail rates to replace tires, undercarriage components, belts and all other non-conforming components per the "Remaining Life Requirements" section in the terms and conditions. The charges will be based on the following remaining life:

| Life Remaining | Charge to Lessee |
|---|---|
| 50% or greater | No charge to Lessee |
| 31% to 49% | 50% charge to Lessee |
| 0% to 30% | 70% charge to Lessee |

**Customer certifies that Application noted above is correct, and customer understands additional charges will be due for excess hours or if return conditions are not met.** Initial

## LEASE TERMS & CONDITIONS

**1. Lease Term:** The Lease Term will begin on the Delivery Date and will continue for the number of months specified in the Lease Term. Lessee has the option to extend the Lease Term on a month-to-month basis for up to three months beyond the original Lease Term.

**2. Terms of Rental:** Lessee will pay Lessor the Monthly Rent in advance at the beginning of the Lease Term and on the same date each month thereafter for the entire Lease Term, including the optional month-to-month basis for up to three months beyond the original Lease Term. Lessee will also pay all other amounts payable under the terms of this Lease. This agreement shall NOT constitute any type of credit or installment sale contract. Agreement is between Lessor and Lessee, not seller and buyer, and title remains with Lessor at all times. **Lessee agrees this Lease constitutes a non-cancelable net lease. Lessee also agrees that its duties and liabilities under this lease are absolute and unconditional. Lessee's payment and performance obligations are not subject to cancellation, reduction, or setoff for any reason.**

**3. Disclaimer of Warranties:** Lessee has selected each piece of Equipment based upon its own judgment. THE LESSOR DISCLAIMS THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE FITNESS, QUALITY, DESIGN, CONDITION, CAPACITY, SUITABILITY, MERCHANTABILITY, OR PERFORMANCE OF THE EQUIPMENT OR OF THE MATERIAL OR WORKMANSHIP THEREOF. IT IS AGREED THAT LESSOR RENTS THE EQUIPMENT "AS IS" AND EXTENDS NO WARRANTIES OR REPRESENTATIONS BEYOND THE FACE HEREOF, AND THAT ALL RISKS ARE TO BE BORNE BY THE LESSEE AT ITS SOLE COST AND EXPENSE. LESSEE WAIVES ANY AND ALL CLAIMS WHATSOEVER AGAINST LESSOR BASED THEREON INCLUDING BUT NOT LIMITED TO ANY AND ALL CLAIMS FOR LOSS OF ANTICIPATORY PROFITS OR CONSEQUENTIAL DAMAGES.

**4. Possession, Use, and Maintenance:** At Lessee's own expense, it will use and keep the Equipment in good operating order and condition and at least in accordance with Lessor's and manufacturer's recommendations and all maintenance and operating manuals and service agreements, and in accordance with all applicable laws and regulations, including the rules or limits on idling, site based exhaust emissions, or operational limitations, for which you have sole responsibility for compliance. Lessee will not abandon the Equipment nor sublease Equipment nor permit the use of Equipment by anyone other than you. Lessee will not remove, disable, or impair any Equipment monitoring system such as Cat Product Link, if the Equipment is equipped with such system. Lessee agrees to permit Caterpillar or its affiliates and dealers to access data concerning the Equipment, its condition, and its operation transmitted from the monitoring system. Lessee will not change the use of the Equipment from the original application, without our prior written consent. Lessee will not move Equipment from original delivered location, without our prior written consent. Lessee will not sell, assign, transfer, create or allow to exist a lien, claim, security interest, or encumbrance on any of your rights under this Lease or with respect to Equipment. Each piece of Equipment is and will remain personal property regardless of its use or manner of attachment to realty. Lessor has the right (but not the obligation) to inspect each piece of Equipment and its maintenance records. We also have the right to observe the use of each unit and determine its hours of usage. You will not alter Equipment or affix any accessory to a unit if doing so will impair its originally intended function or use or reduce its value. If added to Equipment, the following will immediately become our property: (i) replacement parts; (ii) parts essential to the operation of the Equipment; and (iii) parts that cannot be detached from the Equipment without interfering with the operation of the unit or adversely affecting the value or utility the unit would have had without the addition. All such parts will be deemed incorporated in the Equipment and will be subject to the terms of this Lease as if originally leased under this Lease. If an Event of Default has occurred and is continuing, all parts, accessories, and equipment affixed to Equipment will become our property.

**5. Taxes:** In the event any sales, use, local, city, state, personal property or other similar tax, or license or other fee is now or hereinafter imposed by any governmental authority upon the rental, use or possession of the equipment (excluding, however, any taxes based upon net income or gross receipts or gross income of Lessor), same is to be promptly paid by Lessee in addition to the rent for the equipment. Lessee will prepare and file all reports or returns required with respect to the Equipment. Return of the property shall not terminate this or any other liability to Lessor.

**6. Loss or Damage:** Lessee bears the risk of loss or damage to Equipment from the time Equipment is delivered until the Equipment is returned to Lessor. Should any loss or damage occur, Lessee will not be released from your obligations under the Lease. You will provide prompt, written notice to Lessor of any Total Loss (as defined below) or any material damage to any Equipment. Any such notice will include any damage reports provided to any governmental authority or insurer, and any documents pertaining to the repair of such damage. Without limiting any other term in this Lease, Lessee will promptly repair all damage that does not constitute a Total Loss, to restore the Equipment to the condition required by this Lease. Equipment has incurred a "Total Loss" upon: (i) the disappearance, theft or destruction of such Equipment; (ii) damage to the Equipment that is uneconomical to repair; or (iii) the condemnation, confiscation, or other taking of title to or use of Equipment or the imposition of any lien on such Equipment by any governmental authority. On the next Rent due date following a Total Loss, Lessee will pay Lessor the Monthly Rent due on that date plus the Casualty Loss Value of the Equipment with respect to which the Total Loss has occurred, together with any Other Payments due with respect to the Lost Equipment. Until such payment is made, you will continue to pay us the Monthly Rent on the due dates set forth in Section 2. Upon making the full payment required, your obligation to pay future Monthly Rent on the Lost Equipment will terminate, but you will remain liable for all Monthly Rent and all Other Payments on any remaining Equipment. Furthermore, upon receipt of the full payment required, we convey to you all of our right, title, and interest in the Lost Equipment, "AS IS WHERE IS", but subject to the requirements of any third party insurance carrier in order to settle an insurance claim. "Residual Value" means the fair market value of Equipment at the end of the Lease Term. "Casualty Loss Value" means the sum of: (i) all amounts then due under this Lease with respect to the Lost Equipment (including all Other Payments then owing and unpaid); (ii) the discounted present value of all unpaid future Rent for the Lost Equipment; and (iii) the discounted present value of the Lost Equipment's Residual Value as determined by Lessor. If the Total Loss occurs after the final Rent due date of the Lease Term, the Casualty Loss Value will be determined as of the last Monthly Rent due date during the Lease Term. Lessor is not required to pursue any claim against any person in connection with a Total Loss or other loss or damage.

**7. Indemnification:** Lessee releases and agrees to indemnify, defend and hold harmless, Lessor and its directors, officers, agents and employees ("Indemnitees") from and against any and all claims, allegations, judgments, settlements, actions, suits, damages, demands and losses ("Claims") unless directly resulting from the actual gross negligence or willful misconduct of the Indemnitee. To meet this obligation, Lessee will pay or otherwise discharge such Claims. If any Claim is made against Lessee or an Indemnitee, the party receiving notice of the Claim will promptly notify the other. Lessee agrees to be responsible for all costs and expenses, including reasonable attorneys' fees incurred by an Indemnitee in defending such claims or in enforcing this section. Under no condition or cause of action will Lessor be liable for any loss of actual or anticipated business or profits or any special, indirect, or consequential damages. The parties agree and understand that the City has Statutory Tort Immunity and as such, nothing contained herein this Section 7 or otherwise under this agreement shall waive any governmental immunity the City may be entitled to by law.

**8. Insurance:** Lessee, at its expense, must keep Equipment insured with a commercial physical damage insurance policy for Lessor's benefit. This insurance will protect all Equipment against all risks for an amount at least equal to the then-applicable Casualty Loss Value. All insurance must be in a form and with companies approved by us. The insurance shall specify Lessee as named insured and Lessor as loss payee. The insurance shall be primary, without the right of contribution from any insurance carried by Lessor. You irrevocably appoint us as your attorney-in-fact to receive payment of and to endorse all checks, drafts, and other documents and to take any other actions necessary to pursue insurance claims and recover payments if you fail to promptly do so. You must promptly notify us of any occurrence that may become the basis of a claim. Upon demand, you must promptly deliver to us evidence of insurance coverage. The City is insured through the Arkansas Municipial League and will provide proof of coverage to Lessor upon request

**9. Default:** Lessee shall be in default of this agreement if (a) Lessee shall default in payment of any rent or other obligation hereunder and such default shall continue for five (5) days after performance is due; (b) Lessee shall default in the performance of any other covenant herein and such default shall continue for ten (10) days after notice thereof by Lessor to Lessee; (c) Lessee shall cease to do business as a going concern; (d) a petition is filed by or against Lessee under the Bankruptcy Code or any amendment thereto or in any other federal court or state court insolvency proceedings (including a petition for reorganization or any arrangement for benefit of creditors); (e) Lessee attempts to remove or sell or transfer or encumber or sublet or part with possession of the equipment; (f) A determination by the Lessor, in its sole judgment and discretion, that it deems itself, or the equipment, insecure. In the event of default of this agreement, Lessor shall have the option, but not the obligation, to do any or all of the following: (1) terminate this Agreement with respect to any equipment subject thereto; (2) require Lessee to assemble the equipment and deliver it to Lessor; (3) take possession of the equipment, with or without notice or legal process, and Lessor's agents shall have the right to enter into any premise of or under the control of Lessee or any agent of Lessee where the equipment may or Lessor believes to be, and repossess all or any part of the equipment, disconnecting and separating possession of the equipment from the property; (4) declare all sums that shall become due on this agreement to be immediately due and payable; (5) sell, dispose of, hold, use, or lease the equipment, as Lessor in its sole discretion may decide, without any duty to account to Lessee. Lessee hereby expressly waives all further rights to possession of the equipment and all claims for injury or damage suffered or caused by such repossession. Lessee shall be liable for the balance of rent due plus all costs of retaking, repossession, and releasing of the equipment and any repairs or maintenance caused or occasioned by the repossession or surrender of the equipment, and/or termination of this agreement. In the event of default under this agreement, Lessor, at its option, may enforce this agreement by appropriate legal proceedings including the specific performance or a replevin action, as well as any other remedy provided herein or by law.

**10. Return of Unit**: On expiration of the Lease Term or if we demand possession of Equipment pursuant to the terms of the Lease, you will, at your expense, promptly deliver the Equipment to Lessor in the condition required by Section 4 and the Application, Overuse and Return Conditions. You will deliver the Equipment, at our option, (a) to the nearest Riggs Cat location; or (b) on board a carrier named by us and shipping the Equipment, freight collect, to a destination designated by us. If the Equipment is not in the condition required by Section 4 or the Application, Overuse and Return Conditions, or if the Equipment is not in the same operating order, repair, condition, and appearance as it was on the Delivery Date (excepting ordinary wear and tear from proper use), you must pay us, on demand, all costs and expenses incurred by us to bring the Equipment into the required condition. Ordinary wear and tear does not include cracks or major pits in window glass or dents and cracks in covers, doors, fenders, and other flat metal or plastic surfaces. You are obligated to pay holdover rent in the amount equal to 1/30th of the Monthly Rent plus any other costs and expenses for each day following the end of the Lease Term on any Unit that is not returned or purchased pursuant to the terms of this Lease.

**11. Remaining Life Requirements:** Upon the return of Equipment to Lessor, the Lessee is responsible for all ground engaging tools, including but not limited to buckets, dozers blades, base cutting edges, rippers, scarifiers, drums, feet, tines, screeds, elevator flights, forks, and top clamps to have good structural integrity and have fifty percent (50%) remaining life. The Lessee is also responsible for all track and rubber belted Equipment to have a minimum of fifty percent (50%) remaining life on each and every component including but not limited to, track shoes, links, pins, bushings, idlers, bogies, sprockets, carrier rollers, and track rollers. Belts can not have any cuts that extend into the cords and must not be missing any grouser bars (lugs). For rubber tire Equipment, the Lessee is responsible for a minimum of fifty percent (50%) remaining life of the original tread life of each tire. Recapped tires are not acceptable substitutes. All tires must be a matched set with the same tread type and pattern and have no significant cuts or chunking on the tread or side walls.

**12. Purchase Option:** If this Lease includes an Option Price and no event of Default has occurred and is continuing and all amounts owing under the Lease are paid in full, Lessee may choose to purchase the Equipment for the "Purchase Option Price". The Purchase Option Price is defined as the Option Price less 85% of the total Monthly Rent due and paid at the time of exercising the purchase option. The purchase option may be exercised by the Lessee anytime during the Lease Term by sending written notice to Lessor at least thirty (30) days prior to the end of the original or extended Lease Term. Upon receipt of the Purchase Option Price and all other amounts owing under the Lease, plus any taxes or other costs and expenses arising from the sale of the Equipment, Lessor will deliver a bill of sale. If this Lease does not include an Option Price, then Lessee may purchase the Equipment at fair market value, as determined by Lessor, after all other amounts owing under the Lease are paid in full. If Equipment is purchased, the Lessee agrees to purchase the Equipment "AS IS, WHERE IS, WITH ALL FAULTS".

**13. Entire Agreement; Applicable Law:** It is agreed that this writing is the entire agreement between the parties hereto, and no modifications shall be binding upon either of the parties hereto unless reduced to writing signed by both parties and shall be deemed given when personally delivered or deposited in the mail, postage prepaid, addressed to the other party at the address appearing on the front of this agreement. This agreement shall be governed and construed in accordance with the laws of the State of Arkansas. Lessee consents to jurisdiction and venue in the state courts in Pulaski County, Arkansas.

**By signing this Lease, you certify that you have read and understand the terms of this Lease.**

## SIGNATURES

| **LESSOR** | | **LESSEE** | |
|---|---|---|---|
| **RIGGS RENTAL SERVICES, LLC** | | | |
| Accepted By: | Date | Accepted By: | Date |
| Signature: | | Signature: | |
| Title: | | Title: | |

**ORDINANCE NO. _____**

**AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH RIGGS RENTAL SERVICES, LLC. FOR THE LEASE OF TWO BACKHOES FOR THE CITY OF BENTONVILLE STREET DEPARTMENT, IN THE ESTIMATED COST OF FORTY-THREE THOUSAND THREE HUNDRED SIXTY-TWO DOLLARS ($43,362.00); WAIVING THE REQUIREMENT OF COMPETITIVE BIDDING; AUTHORIZING A BUDGET ADJUSTMENT FOR THIS AGREEMENT; PROVIDING FOR THE EMERGENCY CLAUSE; AND FOR OTHER PURPOSES.**

**WHEREAS**, the City of Bentonville requires backhoes to complete critical work within the Street Department;

**WHEREAS**, due to supply shortages, and the agreement of this vendor to provide leased backhoes at a reduced cost from the current vendor, soliciting bids is not feasible; and

**WHEREAS**, this agreement will be paid primarily with budgeted funds, and a budget adjustment should be authorized to allocate additional funds for the overage.

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

Section 1: That the Mayor and City Clerk are hereby authorized to enter into an agreement with Riggs Rental Services, LLC. for the lease of two backhoes for the City Of Bentonville Street Department in the estimated cost of forty-three thousand three hundred sixty-two dollars ($43,362.00);

Section 2: Due to supply shortages and the agreement of this vendor for the City to lease backhoes at a cost savings from the current lease, it would be neither practical nor feasible to advertise for competitive bidding so that requirement is herein waived;

Section 3: The 2023 Budget is hereby amended to transfer seven hundred thirty-eight dollars ($738.00) from Street Fund Reserves to Account #203810-44520 Lease/Equipment for this agreement;

Section 4 – Emergency Clause: Because the need to make this purchase is immediate, an emergency is hereby declared to exist, and this Ordinance shall be in full force and effect from the date of its passage and approval;

Section 5 - 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 6 - 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 _____, 2023.**

**APPROVED:**

_____
**STEPHANIE ORMAN, Mayor**

**ATTEST:**

_____
**Kirby Romines, City Clerk**

# Agenda Item Form

| | |
|---|---|
| **Date of City Council Meeting** | **3/14/2023** |
| **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):***

**Ordinance approving a waiver of competitive bidding to purchase (12) Edge 2-2N video processors from Temple Inc, which is a sole source provider of this equipment used in the City's traffic signals. This is a budgeted item.**

| | |
|---|---|
| **Estimated Cost** | **$35,690.00** |
| **Is this Item Budgeted?** | ☑ Yes ☐ No |

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

# Waiver of Bid Request

| | |
|---|---|
| **Date of City Council Meeting** | **3/14/2023** |
| **Department** | **Street** |
| **Submitted by** | **Tony Davis** |
| **Phone** | **(479) 271-3130** |

| | |
|---|---|
| **Vendor** | **Temple Inc.** |
| **Total Cost** | **$35,690.00** |

**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):***

**The Edge 2-2n video processors are the latest version which works with our vantage live traffic systems that are in our traffic cabinets. Temple Inc. is the only authorized exclusive dealer in the State of Arkansas for this equipment.**

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

**These are replacement video processors for our traffic signals that have reached the end of life cycle.**

# Memorandum

**To:** City Council, Mayor Orman

**From:** Tony Davis, Street Manager

**Date:** March 14, 2023

**Re:** Video Processors for Traffic Signals

---

The Street Department is asking for a waiver of bids in order to purchase (12) Edge2-2n video processors from Temple Inc. These will be used as replacements for outdated video processors that have reached their end of life cycle for our traffic signals. Please see the attached quote and sole source statement attached from Temple. This is a budgeted item and no budget adjustment will be needed.

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

Temple

January 5th, 2023

**Brad Conley and Rob Kintz**
City of Bentonville, AR
Traffic Signal Maintenance

**RE: Sole Source Supplier**

Dear Sirs:

This letter is to inform you that Temple, Inc. is the only authorized exclusive dealer in the State of Arkansas for the following manufactured equipment:

**Carmanah** **Clary** **Dialight** **Iteris** **Eberle Design, Inc (EDI)**

**Mobotrex** **Polara** **Yunex ITS** **Applied Information**

**Temple, Inc** (*to include all Temple made products and services*)

Any order, service or repair for any of the above-mentioned manufactured equipment must be purchased through Temple, Inc.

Temple, Inc. does handle the repairs for the products we sell, whether we are sole source or not, which includes Pelco Products.

Thank you for your interest and the opportunity to be of service. Should you require additional information, please call Temple, Inc. at 800-633-3221

Sincerely,

Forrest Temple
President

***Temple, Inc.***
P.O. Box 2066 • Decatur, AL 35602-2066
(256) 353–3820 •(800) 633–3221
*Sales/Customer Fax* (256) 353–4578 • *Accounting Fax* (256) 353–3351

**Temple, Inc.**
P.O. Box 2066
Decatur, Alabama 35602-2066
Phone 1-800-633-3221

Temple

*Serving the South Since 1954!*

**Bill To:**

City of Bentonville
Accounts Payable
117 West Central
Bentonville AR 72712-5256

**Attn: Brad**

**Ship To:**

City of Bentonville
501 SW 28th Street
Bentonville AR 72712

DATE
**February 7, 2023**
TERMS
**NET 30**
DELIVERY
**10 to 18 Weeks, A.R.O.**
SALESMAN
**Tim Olinger**

**CONDITIONS:** The prices and terms on this quotation are not subject to verbal changes or other agreements unless approved in writing by **Temple, Inc.** All quotations and agreements are contingent upon strikes, accidents, fires, availability of materials and all other causes beyond our control. Prices are based on costs and conditions existing on date of quotation and are subject to change by **Temple, Inc.** before final acceptance. Freight will be prepaid and allowed unless otherwise noted on this quotation.

| Quantity | Description | Price | Amount |
|---|---|---|---|
| 12 | **EDGE2-2N Card w/Trade-in** | **$2,970.00** | **$35,640.00** |
| 1 | **Freight** | **$50.00** | **$50.00** |
| | **TOTAL** | $ | 35,690.00 |

**Note:**
**A 4% fee will be added to all credit card orders.**
***Tax will be added if applicable.***
***Freight not included unless noted on quote.***
***Please submit purchase orders to: Orders@temple-inc.com***

Quote Valid For __90_____ Days.

SALESMA [redacted]

# Vantage Edge®2

## A machine vision processor that delivers superior performance

Includes SmartCycle® and PedTrax™ technology

Simple to use interface reduces training time and improves productivity

Ease of set up and minimal lane closure time reduces manpower cost

### State-of-the-art video detection processor

The Vantage Edge®2 processor is a key component in the family of Vantage® video detection solutions. The module combines state-of-the-art technology with sophisticated algorithms to deliver dependable vehicle detection required for today's complex transportation systems. The Edge2 processor features single or dual video inputs to maximize configuration efficiencies for intersection control, highway monitoring, and ramp metering flow control applications.

### Maximum flexibility with optional modules

The processor module is complimented by multiple Input/Output and Extension Modules that provide flexible and expandable solutions to meet the needs of larger and more complex intersection configurations.

The Edge2 processor module and its associated expansion modules fit into standard detector racks to simplify installation and set up. All modules are designed as a simple and cost-effective replacement for the inductive loop amplifier module configuration.

iteris

## More Benefits

- "Plug and play" operation enables use of existing detector rack
- Expandable and modular system allows for optimal configuration that helps to reduce cost while preserving room for incremental growth
- Includes PedTrax™ for pedestrian measurement and speed

The Edge2 processor and all of its associated modules can be completely configured by using only a mouse and video monitor, eliminating the need for expensive laptops or PDA devices.

## Specifications

| | |
|---|---|
| Power Consumption | 12 or 24 VDC, 7W maximum |
| | • @12VDC - 490mA |
| | • @24VDC - 280mA |
| Video | Input type |
| | • NTSC, PAL |
| | • 75 Ohm 1 Vpp |
| | 1 input channel |
| | Single BNC connector |
| | 2 input channel |
| | • Dual BNC connector |
| | Output – All models |
| | • Single BNC connector |
| Communication Ports | USB A Mouse |
| | USB A Thumbdrive |
| | USB B Comms |

| | |
|---|---|
| Detector I/O | Outputs (open collector +24VDC nominal 50mA) |
| | • 4 on rear edge of module |
| Status Indicators | 24 detection zones per camera channel |
| | 4 LEDs indicate output detection state |
| | 4 LEDs indicate video source |
| Environmental | -35°F to +165°F (-37°C to +74°C) |
| | 0% to 95% humidity non-condensing |
| | 0.5Gm, 3 axes, 5-30Hz vibration tested |
| | 10G in all 3 axes for shock testing |
| Mechanical | 7" L x 4.5" H x 2.31" W (17.78cm x 11.43cm x 5.86cm) |
| | 0.8lb (.363Kg) |
| Warranty | 3 years limited warranty |
| Regulatory | NEMA TS-2 Compliant |
| | FCC part 15, Class A |

TÜV CERT ISO 9001:2008

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NOTICE: Iteris, Inc. reserves the right to change product specifications without notice. Information furnished is for informational purposes only. This information may not be complete or the latest revision. For the most up-to-date information, please contact Iteris, Inc.

**ORDINANCE NO. _____**

**AN ORDINANCE WAIVING COMPETITIVE BIDDING FOR THE PURCHASE OF EDGE VIDEO PROCESSORS FOR THE CITY OF BENTONVILLE STREET DEPARTMENT; AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT, NOT TO EXCEED THIRTY-FIVE THOUSAND SIX HUNDRED NINETY DOLLARS ($35,690.00) PLUS APPLICABLE TAXES, WITH TEMPLE INC., FOR THIS PURCHASE; PROVIDING FOR THE EMERGENCY CLAUSE; AND FOR OTHER PURPOSES.**

**WHEREAS**, the Bentonville Street Department requires twelve (12) replacement Edge 2-2N video processors for the City's traffic signals;

**WHEREAS**, Temple, Inc., is the sole provider for these processors in the area, and bidding would not result in competitive submittals; and

**WHEREAS**, this agreement will be funded with budgeted monies.

**NOW, THEREFORE, BE IT ORDAINED 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 Temple, Inc., for the purchase of Edge video processors for the City of Bentonville Street Department traffic signals, in an amount not to exceed thirty-five thousand six hundred ninety dollars ($35,690.00) plus applicable taxes;

Section 2: This purchase will be made using budgeted funds;

Section 3: There exists an exceptional circumstance whereby the requirements of competitive bidding are neither practical nor feasible and the City Council; therefore, waives the requirements of competitive bidding;

Section 4 - Emergency Clause: The need to make this purchase is immediate 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 5 - 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 6 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Ordinance are repealed to the extent of such conflict.

**PASSED this _____ day of _____, 2023.**

**APPROVED:**

**Attest:**

_____
**STEPHANIE ORMAN, Mayor**

_____
**KIRBY ROMINES, City Clerk**

# Agenda Item Form

| | |
|---|---|
| **Date of City Council Meeting** | **3/14/2023** |
| **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 to award bid IFB-23-16 for a 2023 Model Compact Track Loader (Skid Steer) to Riggs Cat, the sole bidder, and a budget adjustment of $7,119.93 in order to cover the sales tax for the purchase. A budget adjustment is needed for the overage.**

| | |
|---|---|
| **Estimated Cost** | **$97,119.93** |
| **Is this Item Budgeted?** | ☑ Yes ☐ No |

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

**$90,000.00 budgeted in 2023; Budget Adjustment requested for the $7,119.93 difference. The budget adjustment will be paid for with Street General Fund Reserves.**

# Budget Adjustment Request

| | |
|---|---|
| **Date of City Council Meeting** | **3/14/2023** |
| **Department** | **Street** |
| **Submitted by** | **Tony Davis** |
| **Phone** | **(479) 271-3130** |

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

**This is to pay the sales tax for the 2023 Compact Track Loader - Bid IFB-23-16 - The approved budget is $90,000. Bid with tax includled is $97,119.93. The budget adjustment will be paid for with Street Fund Reserves.**

| General Ledger Account Information* | | | | |
|---|---|---|---|---|
| **Org (Department)** | **Object** | **Account Description** | **Revenue + ( - )** | **Expense + ( - )** |
| **203810** | **47410** | **Machinery and Equipment** | | **$ 7,119.93** |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | **Totals** | **$ -** | **$ 7,119.93** |
| | | **Net Impact on Fund Balance** | **$** | **(7,119.93)** |

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

# Memorandum

**To:** City Council, Mayor Orman

**From:** Tony Davis, Street Manager

**Date:** March 14, 2023

**Re:** Bid IFB-23-16 2023 Compact Track Loader (Skid Steer)

---

On February 22,2023 the City opened bid IFB-23-16 for a 2023 Model Compact Track Loader. Only one bid was received by Riggs Cat in the amount of $97,119.93 which includes sales tax. The 2023 budget for this is $90,000.00.

The Street Department is recommending awarding bid IFB-23-16 to Riggs Cat and a budget adjustment of $7,119.93 for sales tax for this purchase.

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

# CITY OF BENTONVILLE, ARKANSAS PURCHASING DEPARTMENT

## FORMAL SEALED BID TABULATION

| | | | | | |
|---|---|---|---|---|---|
| **Date of Bid Opening:** | **2/22/23** | **Time of Bid Opening:** | **2:00 PM** | **Solicitation ID Number:** | **IFB-23-16** |

**Solicitation Title: 2023 or Current Year Model Compact Track Loader, As Specified**

| | | | | |
|---|---|---|---|---|
| | | **Bidder:** | **Riggs CAT** | |
| **Line Item** | **Quantity (Unit of Measure = EA)** | **Description** | **Unit Price** | |
| 1 | 1 | New 2023 or Current Year Model Compact Track Loader, As Specified | $88,694.00 | |
| | | **Sales Tax** | $8,425.93 | |
| | | **Total Bid Price** | **$97,119.93** | |

purchasing@bentonvillear.com - (479) 271-3115

**RESOLUTION NO. _____**

**A RESOLUTION AWARDING BID IFB 23-16 TO RIGGS CAT FOR THE PURCHASE OF A 2023 MODEL COMPACT TRACK LOADER FOR THE CITY OF BENTONVILLE STREET DEPARTMENT, IN THE AMOUNT OF NINETY-SEVEN THOUSAND ONE HUNDRED NINETEEN DOLLARS AND NINETY-THREE CENTS ($97,119.93); AMENDING THE 2023 BUDGET TO TRANSFER SEVEN THOUSAND ONE HUNDRED NINETEEN DOLLARS AND NINETY-THREE CENTS ($7,119.93) FROM STREET FUND RESERVES TO ACCOUNT #203810-47410 – MACHINERY AND EQUIPMENT; AND FOR OTHER PURPOSES.**

**WHEREAS**, Riggs Cat is the sole bidder for bid IFB-23-16;

**WHEREAS**, this contract covers the purchase of a 2023 Model Compact Track Loader for the City of Bentonville Street Department; and

**WHEREAS**, this contract will require a budget adjustment in the amount of seven thousand one hundred nineteen dollars and ninety-three cents ($7,119.93) for the overage.

**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 Riggs Cat for the purchase of a 2023 Model Compact Track Loader for the City of Bentonville Street Department in the amount of ninety-seven thousand one hundred nineteen dollars and ninety-three cents ($97,119.93);

Section 2: The 2023 Budget is hereby amended to transfer seven thousand one hundred nineteen dollars and ninety-three cents ($7,119.93) from Street Fund Reserves to Account #203810-47410 – Machinery and 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 Resolutions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

**PASSED and APPROVED this _____ day of _____, 2023.**

**APPROVED:**

_____
**STEPHANIE ORMAN, Mayor**

**ATTEST:**

_____
**KIRBY ROMINES, City Clerk**

# Agenda Item Form

| | |
|---|---|
| **Date of City Council Meeting** | **3/14/2023** |
| **Department** | **Engineering** |
| **Submitted by** | **Dan Weese** |
| **Phone** | **(479) 254-2024** |

**Item Type: (*Check Applicable Item Type)***

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

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

**Resolution awarding Bid IFB-23-17 and allowing the Mayor and City Clerk to enter into a contract with Grant Garrett Excavating, Inc. for the construction of SW Gator Blvd Extension, as the lowest bidder. This contract is being paid for with the 2021 Street Bond. No budget adjustment is needed.**

| | |
|---|---|
| **Estimated Cost** | **$4,831,020.28** |
| **Is this Item Budgeted?** | ☐ Yes ☑ No |

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

**2021 Street Bond**

# Memorandum

**To:** Mayor and City Council

**From:** Dan Weese, Deputy Director of Transportation

**Date:** Tuesday, March 14, 2023

**Re:** Bid Award for SW Gator Blvd Extension (MUNIS # 21ST0012; PIIP22-0027; IFB-23-17)

---

Staff requests approval of a resolution allowing the Mayor and City Clerk to enter into a contract with Grant Garrett Excavating, Inc. for the construction of SW Gator Blvd Extension (MUNIS # 21ST0012; PIIP22-0027; IFB-23-17).

This project consists of grading, drainage and paving for the proposed collector roadway between South Morningstar Road and SW Bright Road. Total project length is roughly 3,000 feet.

The amount for this contract is $4,831,020.28.

Please contact me with any questions or concerns regarding this PSA or the project as a whole. My email is dweese@bentonvillear.com and my telephone number is (479) 254-2024.

Crafton Tull

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

479.636.4838 (ph)
479.631.6224 (fax)

March 2, 2023

Gladys Shoemake
Purchasing Manager – City of Bentonville
1000 SW 14th Street
Bentonville, Arkansas

RE: Bid Recommendation: IFB-23-17 – SW Gator Blvd Extension

Ms. Shoemake –

The City of Bentonville received bids for the SW Gator Blvd Extension. Three bids were received as follows:

- Grant Garrett Excavating, Inc.: $4,831,020.28
- Brothers Construction Inc.: $6,194,498.00
- Emery Sapp & Sons, Inc.: $7,177,049.75

A detailed Bid Tabulation summary is attached for review. Crafton Tull has reviewed the bids and found them to be complete. Grant Garrett Excavating, Inc.'s bid was adjusted $3.48 to account for an incorrect total. Further, the bid provided by Grant Garrett Excavating, Inc. falls within required limits of the engineer's estimated construction cost of $6,751,781.00. Crafton Tull recommends the City of Bentonville accept the bid of Grant Garrett Excavating, Inc.

Should the City have any questions, please contact the undersigned.

Respectfully,

[redacted]

Project Manager

Attachments:
Bid Tabulation

**Bid Tabulation**

SW Gator Blvd Extension

IFB-23-17

City of Bentonville

3/2/2023

| | | | | Engineer's Estimate | | Brothers Const. | | Garrett Excavating | | Emery Sapp & Sons | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | Unit Cost | Item Total | Unit Cost | Item Total | Unit Cost | Item Total | Unit Cost | Item Total |
| 1.0 | Roadway Construction Control | 1 | L.S. | $30,000 | $ 30,000.00 | $ 100,000.00 | $ 100,000.00 | $ 114,474.53 | $ 114,474.53 | $ 25,000.00 | $ 25,000 00 |
| 2.0 | Trench and Excavation Safety Systems | 1 | L.S. | $5,000 | $ 5,000 00 | $ 13,500.00 | $ 13,500 00 | $ 27,787.44 | $ 27,787.44 | $ 5,000.00 | $ 5,000 00 |
| 3.0 | Clearing and Grubbing | 1 | L.S. | $45,000 | $ 45,000.00 | $ 200,000.00 | $ 200,000.00 | $ 31,845.54 | $ 31,845 54 | $ 110,000.00 | $ 110,000.00 |
| 4.0 | Undercut and Backfill | 5,944 | C.Y. | $25 00 | $ 148,600.00 | $ 30 00 | $ 178,320.00 | $ 38.11 | $ 226,525.84 | $ 77 00 | $ 457,688.00 |
| 5.0 | Rock Excavation | 100 | C.Y. | $100.00 | $ 10,000.00 | $ 75 00 | $ 7,500 00 | $ 275 00 | $ 27,500 00 | $ 135 00 | $ 13,500 00 |
| 6.0 | Unclassified Excavation (Plan Quantity) | 10 541 | C.Y. | $20 00 | $ 210 820.00 | $ 14 00 | $ 147 574.00 | $ 5 69 | $ 59 978 29 | $ 40 00 | $ 421 640.00 |
| 7.0 | Embankment Construction (Plan Quantity) | 16,729 | C.Y. | $16 00 | $ 267,664.00 | $ 19 00 | $ 317,851.00 | $ 11 92 | $ 199,409.68 | $ 41 00 | $ 685,889.00 |
| 8.0 | Subgrade Preparation (Plan Quantity) | 13,320 | S.Y. | $2.50 | $ 33,300.00 | $ 2 25 | $ 29,970 00 | $ 2 02 | $ 26,906.40 | $ 6 00 | $ 79,920 00 |
| 9.0 | 4" Topsoil Placement | 12,149 | S.Y. | $6.00 | $ 72,894.00 | $ 4 00 | $ 48,596 00 | $ 1 38 | $ 16,765 62 | $ 2 00 | $ 24,298 00 |
| 10 0 | Curb Backfill and Grading | 60 | STA. | $2,000 | $ 120,000.00 | $ 1,250.00 | $ 75,000 00 | $ 531 56 | $ 31,893 60 | $ 280 00 | $ 16,800 00 |
| 11 0 | Undercut and Rock Backfill | 3,482 | C.Y. | $50 00 | $ 174,100.00 | $ 45 00 | $ 156,690.00 | $ 57 57 | $ 200,458.74 | $ 85 00 | $ 295,970.00 |
| 12 0 | 18" RCP (Under Pavement) | 1,547 | L F. | $110.00 | $ 170,170.00 | $ 122 00 | $ 188,734.00 | $ 121 60 | $ 188,115.20 | $ 175 00 | $ 270,725.00 |
| 13 0 | 18" RCP (Outside Pavement) | 388 | L F. | $100.00 | $ 38,800.00 | $ 102 00 | $ 39,576 00 | $ 86 95 | $ 33,736 60 | $ 110 00 | $ 42,680 00 |
| 14 0 | 30" RCP (Under Pavement) | 150 | L F. | $160.00 | $ 24,000.00 | $ 177 00 | $ 26,550 00 | $ 162 95 | $ 24,442 50 | $ 315 00 | $ 47,250 00 |
| 15 0 | 30" RCP (Outside Pavement) | 460 | L F. | $150.00 | $ 69 000.00 | $ 149 00 | $ 68 540 00 | $ 132.19 | $ 60 807.40 | $ 260 00 | $ 119 600.00 |
| 16 0 | 22"X13" RCHEAP (Under Pavement) | 33 | L F. | $140.00 | $ 4,620 00 | $ 147 00 | $ 4,851 00 | $ 154 62 | $ 5,102.46 | $ 175 00 | $ 5,775 00 |
| 17 0 | 36"X23" RCHEAP (Under Pavement) | 32 | L F. | $200.00 | $ 6,400 00 | $ 205 00 | $ 6,560 00 | $ 188 92 | $ 6,045.44 | $ 280 00 | $ 8,960 00 |
| 18 0 | 18" RCP FES | 4 | EACH | $2,000 | $ 8,000 00 | $ 975 00 | $ 3,900 00 | $ 2,323.14 | $ 9,292 56 | $ 1,035.00 | $ 4,140 00 |
| 19 0 | 36"X23" RCHEAP FES | 2 | EACH | $3,500 | $ 7,000 00 | $ 1,700.00 | $ 3,400 00 | $ 2,896.96 | $ 5,793 92 | $ 1,740.00 | $ 3,480 00 |
| 20 0 | Combination Inlet with 5'-3" Extension | 7 | EACH | $10,000 | $ 70,000.00 | $ 12,300.00 | $ 86,100 00 | $ 9,452.77 | $ 66,169 39 | $ 11,290.00 | $ 79,030 00 |
| 21 0 | Combination Inlet with 10'-6" Extension | 18 | EACH | $11,000 | $ 198,000.00 | $ 14,250.00 | $ 256,500.00 | $ 11,823.69 | $ 212,826.42 | $ 12,770.00 | $ 229,860.00 |
| 22 0 | Combination Inlet with 2 - 5'-3" Extensions | 4 | EACH | $12 000 | $ 48 000.00 | $ 14 500.00 | $ 58 000 00 | $ 11 652.65 | $ 46 610 60 | $ 13 350.00 | $ 53 400 00 |
| 23 0 | Combination Inlet with 2 - 10'-6" Extensions | 2 | EACH | $13,000 | $ 26,000.00 | $ 19,000.00 | $ 38,000 00 | $ 16,483.07 | $ 32,966.14 | $ 12,160.00 | $ 24,320 00 |
| 24 0 | Combination Inlet with 5'-3" & 10'-6" Extensions | 2 | EACH | $12 500 | $ 25 000.00 | $ 16 000.00 | $ 32 000 00 | $ 14 097.86 | $ 28 195.72 | $ 15 150.00 | $ 30 300 00 |
| 25 0 | Combination Inlet with Junction Box & 10'-6" Extension | 2 | EACH | $15,000 | $ 30,000.00 | $ 20,000.00 | $ 40,000 00 | $ 14,529.60 | $ 29,059 20 | $ 15,460.00 | $ 30,920 00 |
| 26 0 | Combination Inlet with Junction Box & 5'-3" & 10'-6" Extensions | 3 | EACH | $16,000 | $ 48,000.00 | $ 20,500.00 | $ 61,500 00 | $ 16,643.05 | $ 49,929.15 | $ 14,975.00 | $ 44,925 00 |
| 27 0 | 4'X4' Area Inlet | 1 | EACH | $5,500 | $ 5,500 00 | $ 8,250.00 | $ 8,250 00 | $ 6,284.06 | $ 6,284 06 | $ 8,130.00 | $ 8,130 00 |
| 28 0 | 4'X4' Junction Box | 1 | EACH | $5,000 | $ 5,000 00 | $ 8,250.00 | $ 8,250 00 | $ 6,553.54 | $ 6,553 54 | $ 8,590.00 | $ 8,590 00 |
| 29 0 | 8'x6' RCB | 86 | L F. | $1,850 | $ 159,100.00 | $ 1,400.00 | $ 120,400.00 | $ 1,016.05 | $ 87,380 30 | $ 1,670.00 | $ 143,620.00 |
| 30 0 | 10'x4' RCB | 789 | L F. | $2,100 | $ 1,656,900.00 | $ 1,425.00 | $ 1,124,325.00 | $ 1,059.21 | $ 835,716.69 | $ 1,415.00 | $ 1,116,435.00 |
| 31 0 | Wingwalls & Appurtenances | 6 | EACH | $30 000 | $ 180 000.00 | $ 29 000.00 | $ 174 000.00 | $ 17 014.05 | $ 102 084.30 | $ 40 000.00 | $ 240 000.00 |
| 32 0 | Rip Rap | 131 | S.Y. | $100 | $ 13,100.00 | $ 63 00 | $ 8,253 00 | $ 49 88 | $ 6,534 28 | $ 100 00 | $ 13,100 00 |
| 33 0 | Aggregate Base Course | 7,395 | TON | $60 00 | $ 443,700.00 | $ 39 00 | $ 288,405.00 | $ 27 60 | $ 204,102.00 | $ 30 00 | $ 221,850.00 |
| 34 0 | ACHM Surface Course | 1,303 | TON | $275.00 | $ 358,325.00 | $ 215 00 | $ 280,145.00 | $ 170 50 | $ 222,161.50 | $ 170 00 | $ 221,510.00 |
| 35 0 | ACHM Base Course | 1,954 | TON | $150.00 | $ 293,100.00 | $ 175 00 | $ 341,950.00 | $ 142 26 | $ 277,976.04 | $ 150 00 | $ 293,100.00 |
| 36 0 | Concrete Curb and Gutter | 5,995 | L F. | $22 50 | $ 134,887.50 | $ 24 00 | $ 143,880.00 | $ 19 59 | $ 117,442.05 | $ 23 00 | $ 137,885.00 |
| 37 0 | 6" Concrete Sidewalk | 3,577 | S.Y. | $75 00 | $ 268,275.00 | $ 89 00 | $ 318,353.00 | $ 66.44 | $ 237,655.88 | $ 75 00 | $ 268,275.00 |
| 38 0 | 4" Concrete Sidewalk | 1,977 | S.Y. | $60 00 | $ 118,620.00 | $ 72 00 | $ 142,344.00 | $ 68 20 | $ 134,831.40 | $ 65 00 | $ 128,505.00 |
| 39 0 | Sod | 12,149 | S.Y. | $7.00 | $ 85,043.00 | $ 5 00 | $ 60,745 00 | $ 4.10 | $ 49,810 90 | $ 4 00 | $ 48,596 00 |
| 40 0 | Additional Watering | 100 | M.G. | $10 | $ 1 000 00 | $ 13 00 | $ 1 300 00 | $ 8.11 | $ 811 00 | $ 10 00 | $ 1 000 00 |
| 41 0 | 4" Striping (Thermoplastic) | 865 | L F. | $1.50 | $ 1,297 50 | $ 2 00 | $ 1,730 00 | $ 1.71 | $ 1,479.15 | $ 1 50 | $ 1,297 50 |
| 42 0 | Pavement Symbols/Words (Thermoplastic) | 16 | EA. | $500 | $ 8,000 00 | $ 500 00 | $ 8,000 00 | $ 398 92 | $ 6,382.72 | $ 350 00 | $ 5,600 00 |
| 43 0 | 2' Wide Crosswalks/Stop Bars (Thermoplastic) | 211 | L F. | $20 | $ 4,220 00 | $ 28 00 | $ 5,908 00 | $ 22 80 | $ 4,810 80 | $ 20 00 | $ 4,220 00 |
| 44 0 | 6" Striping (Thermoplastic) | 7,455 | L F. | $2 | $ 14,910.00 | $ 2 00 | $ 14,910 00 | $ 1 99 | $ 14,835.45 | $ 1.75 | $ 13,046 25 |
| 45 0 | Street Sign Installation | 10 | EA. | $475 | $ 4,750 00 | $ 425 00 | $ 4,250 00 | $ 341 93 | $ 3,419 30 | $ 300 00 | $ 3,000 00 |
| 46 0 | Rock Check Dam | 7 | EACH | $500 | $ 3 500 00 | $ 600 00 | $ 4 200 00 | $ 485 68 | $ 3 399.76 | $ 630 00 | $ 4 410 00 |
| 47 0 | Silt Fence | 3,300 | L F. | $3.00 | $ 9,900 00 | $ 5 50 | $ 18,150 00 | $ 3.42 | $ 11,286 00 | $ 5 00 | $ 16,500 00 |
| 48 0 | Inlet Protection | 39 | EACH | $350 | $ 13,650.00 | $ 100 00 | $ 3,900 00 | $ 62 69 | $ 2,444 91 | $ 320 00 | $ 12,480 00 |
| 49 0 | Traffic Control | 1 | L.S. | $5,000 | $ 5,000 00 | $ 7,000.00 | $ 7,000 00 | $ 5,177.39 | $ 5,177 39 | $ 2,500.00 | $ 2,500 00 |
| 50 0 | Mobilization | 1 | L.S. | $310,000 | $ 310,000.00 | $ 205,000.00 | $ 205,000.00 | $ 46,330.02 | $ 46,330 02 | $ 300,000.00 | $ 300,000.00 |
| 51 0 | Remove & Reset Exist. Fence | 230 | L F. | $40 | $ 9,200 00 | $ 40 00 | $ 9,200 00 | $ 29 63 | $ 6,814 90 | $ 45 00 | $ 10,350 00 |
| 52 0 | Temporary Construction Fence | 2,720 | L F. | $7 | $ 19,040.00 | $ 4 25 | $ 11,560 00 | $ 7 84 | $ 21,324 80 | $ 5 00 | $ 13,600 00 |
| 53 0 | Barb-Wire Fence | 3 575 | L F. | $8 | $ 28 600.00 | $ 10 00 | $ 35 750 00 | $ 7 84 | $ 28 028 00 | $ 6 00 | $ 21 450 00 |
| 54 0 | Handicap Ramp Concrete | 39 | S.Y. | $100 | $ 3,900 00 | $ 250 00 | $ 9,750 00 | $ 102 58 | $ 4,000 62 | $ 260 00 | $ 10,140 00 |
| 55 0 | Cast-in-Place Tactile Panel | 79 | S.F. | $30 | $ 2 370 00 | $ 32 00 | $ 2 528 00 | $ 34.19 | $ 2 701 01 | $ 30 00 | $ 2 370 00 |
| 56 0 | Galvanized Steel Handrail | 263 | L F. | $150 | $ 39,450.00 | $ 87 00 | $ 22,881 00 | $ 70 66 | $ 18,583 58 | $ 120 00 | $ 31,560 00 |
| 57 0 | French Drain | 1,515 | L F. | $25 | $ 37,875.00 | $ 35 00 | $ 53,025 00 | $ 22.41 | $ 33,951.15 | $ 100 00 | $ 151,500.00 |
| 58 0 | Geogrid Subgrade Section | 1,000 | S.Y. | $50 | $ 50,000.00 | $ 24 00 | $ 24,000 00 | $ 29 03 | $ 29,030 00 | $ 45 00 | $ 45,000 00 |
| 59 0 | Erosion Control Mat | 488 | S.Y. | $150 | $ 73,200.00 | $ 88 00 | $ 42,944 00 | $ 71 80 | $ 35,038.40 | $ 95 00 | $ 46,360 00 |
| 60 0 | Contingency ($500 000) | 1 | L.S. | $500 000 | $ 500 000.00 | $ 500 000.00 | $ 500 000.00 | $ 500 000.00 | $ 500 000.00 | $ 500 000.00 | $ 500 000.00 |
| | | | Total Bid Price | | $ 6,751,781.00 | | $ 6,194,498.00 | | $ 4,831,020.28 | | $ 7,177,049.75 |

Note: the following updates were made to Garrett Excavating's bid:

- Line 12 item total was updated from $188,115 to $188,115.20
- The Total Bid Price was adjusted from $4,831,016.80 to $4,831.020.28.

**RESOLUTION NO. _____**

**A RESOLUTION AWARDING BID IFB 23-17 TO GRANT GARRETT EXCAVATING, INC., FOR THE CONSTRUCTION OF THE SW GATOR BOULEVARD EXTENSION, IN THE AMOUNT OF FOUR MILLION EIGHT HUNDRED THIRTY-ONE THOUSAND TWENTY DOLLARS AND TWENTY-EIGHT CENTS ($4,831,020.28); AND FOR OTHER PURPOSES.**

**WHEREAS**, Grant Garrett Excavating, Inc. is the lowest qualified bidder for bid IFB 23-17;

**WHEREAS**, this contract covers the construction of the SW Gator Boulevard extension; and

**WHEREAS**, this contract will be paid using bond funds.

**NOW, THEREFORE, BE IT RESOLVED 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 a contract with Grant Garrett Excavating, Inc., for the construction of the SW Gator Boulevard extension in the amount of four million eight hundred thirty-one thousand twenty dollars and twenty-eight cents ($4,831,020.28);

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 _____, 2023.**

**APPROVED:**

_____
**STEPHANIE ORMAN, Mayor**

**ATTEST:**

_____
**KIRBY ROMINES, City Clerk**

# Agenda Item Form

| | |
|---|---|
| **Date of City Council Meeting** | **3/14/2023** |
| **Department** | **Parks and Recreation** |
| **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):***

**Council approval of a resolution and budget adjustment, authorizing the Mayor and City Clerk to accept a grant valued at $15,000.00 for the implementation of the Neighborhood Streets Pilot Program. Budget Adjustment to recognize funds.**

| | |
|---|---|
| **Estimated Cost** | |
| **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** | **3/14/2023** |
| **Department** | **Parks & Recreation** |
| **Submitted by** | **Hunter Garrison, Bike & Pedestrian Planner** |
| **Phone** | **479-254-2063** |

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

**Grant from the Walton Family Foundation for Neighborhood Streets Program.**

| **General Ledger Account Information*** | | | | |
|---|---|---|---|---|
| **Org (Department)** | **Object** | **Account Description** | **Revenue + ( - )** | **Expense + ( - )** |
| **105030** | **33810** | **Local Grants** | **$ 15,000.00** | |
| **105030** | **42510** | **Minor Equipment** | | **$ 15,000.00** |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | **Totals** | **$ 15,000.00** | **$ 15,000.00** |
| | | **Net Impact on Fund Balance** | **$** | **-** |

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

# Memo

To: City Council, Mayor Orman

Thru: David Wright, Parks and Recreation Director

From: Hunter Garrison, Bike & Pedestrian Planner

Date: March 14, 2023

Re: City Council approval of a resolution and budget adjustment authorizing the Mayor and Clerk to enter into an agreement with the Walton Family Foundation to accept a grant in the amount of $15,000 to assist with the Neighborhood Streets Pilot Program.

---

Parks and Recreation Staff is requesting Council's of a resolution authorizing the Mayor and Clerk to enter into an agreement with the Walton Family Foundation to accept a grant in the amount of $15,000 with budget adjustment to assist with the Neighborhood Streets Pilot Program.

Approved by the Traffic, Safety, and Signage Committee on November 7, 2022 the Neighborhood Streets Pilot Program's purpose is to reduce traffic volume and speeding along proposed neighborhood roads by placing "break-away" signage at street entrances and along vehicle entry points. The goal of the pilot program is to provide traffic calming and make the proposed roadways feel safer for pedestrians and bicyclist.

Public notice will be given via mailers to residents at minimum two weeks before the launch of the program. Follow-up surveys will be conducted after 1 month and the program will be assessed for viability.

If you have questions concerning this item, please email me at Hgarrison@bentonvillear.com or call 479.254.2063.

WALTON FAMILY
FOUNDATION

**[DATE TBD]**

Mayor Stephanie Orman
City of Bentonville
305 SW A Street
Bentonville, AR 72712

RE: Grant 00108814

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 $15,000.00 to the City of Bentonville ("Grantee"). The project term will be **March 2023 [change depending on Council's approval date]** to December 31, 2023. This grant is at the recommendation of Tom Walton and is subject to the following terms and conditions:

1. **Purpose:** The purpose of the grant is to support the City of Bentonville Parks and Recreation Department for signage and implementation of the Neighborhood Streets Program. 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: $15,000.00 USD**

   Grant payments will be made as follows:

| Installment | Amount | Requirement | Date |
|---|---|---|---|
| 1 | $15,000.00 | Upon signature and return to the Foundation of this grant agreement | On or about **March 31, 2023 [update if needed once grant approved by Council]** |

3. **Payable:** This grant payment 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.

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 a financial and narrative report by the due date listed in the report schedule below. The 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 | January 15, 2024 |

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 00108814 on all communication.

Grantee payments are always contingent upon the Foundation’s approval of Grantee’s operations based on the above report 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.
    d. Grantee does not support, directly or indirectly, terrorist activities or violence of any kind, and takes reasonable steps to ensure that:
        i. Grantee’s board, staff and volunteers have no dealings with, and do not support, terrorist activities or violence of any kind, and
        ii. grant funds will not ultimately be used to support terrorist activities or violence of any kind.

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 as measured in the performance measures in Appendix A;
    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. **Release and Indemnity:** Unless prohibited by law, Grantee shall release, indemnify, defend and hold harmless the Foundation and its directors, officers, employees and agents from and against any and all claims, actions, suits, demands, damages, losses, expenses and liabilities, arising out of or related in any way to the actions or omissions of Grantee (or its directors, officers, employees, agents or contractors) in connection with the grant and the project funded by the grant, except to the extent caused by the Foundation's (or its directors', officers', employees' or agents') negligent actions or omissions. Grantee further agrees to carry insurance in such forms and amounts as are commercially reasonable and appropriate to cover Grantee's operations and to enable Grantee to indemnify and defend the Foundation as provided hereunder.

10. **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.

11. **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.

12. **Contact:** For all communications regarding this grant, your points of contact will be Kelly Schmidt (phone 512-264-5867 or email kschmidt@wppg.org) or Rubicely Monter (phone 479-799-8356 or email rmonter@wppg.org). Please reference Grant 00108814 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 **[TBD after Council approval]**, 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: _____

Mayor Stephanie Orman
City of Bentonville

cc: Hunter Garrison

# Neighborhood Streets Pilot Program

Proposal from Traffic Safety and Signage 11/7/2022

# Project Purpose

The goal of this project is to reduce traffic volume and speed to a minimum so that residents can walk, bike, and play safely. By placing the proposed sign (Exhibit A) at street entrances and vehicle entry points the project will discourage through traffic and speeding.

- Sign is designed to “break away” if struck by a vehicle.
- Project is not requesting PD enforcement. Designed to be a neighborhood awareness and “self-policed” program.
- Signs are to be placed at street entry points, intersections or mid-block if uninterrupted for over 500’, whichever occurs first.

# We know slower streets are safer streets

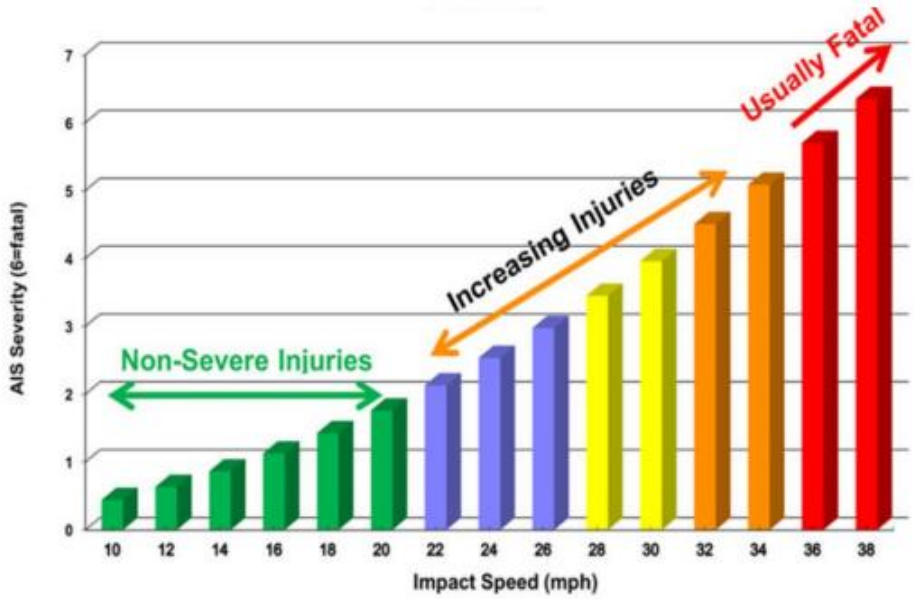



Figure 1: Pedestrian Injury X Vehicle Impact Speed Correlation (Source C. E. Rick Chellman)

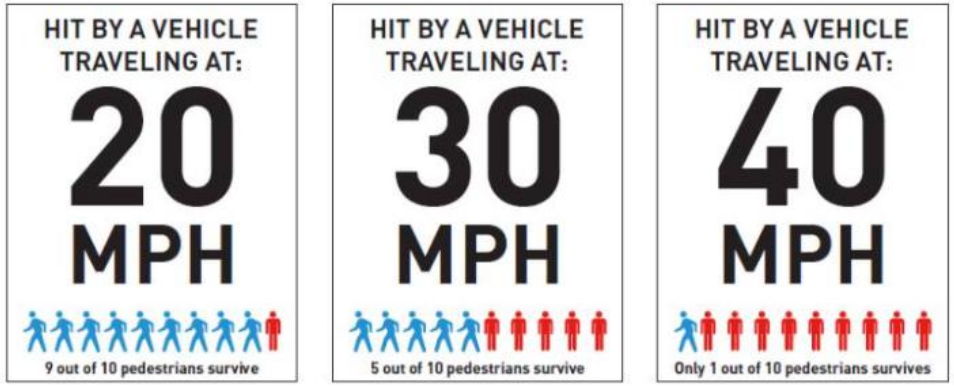



Image: Seattle Department of Transportation

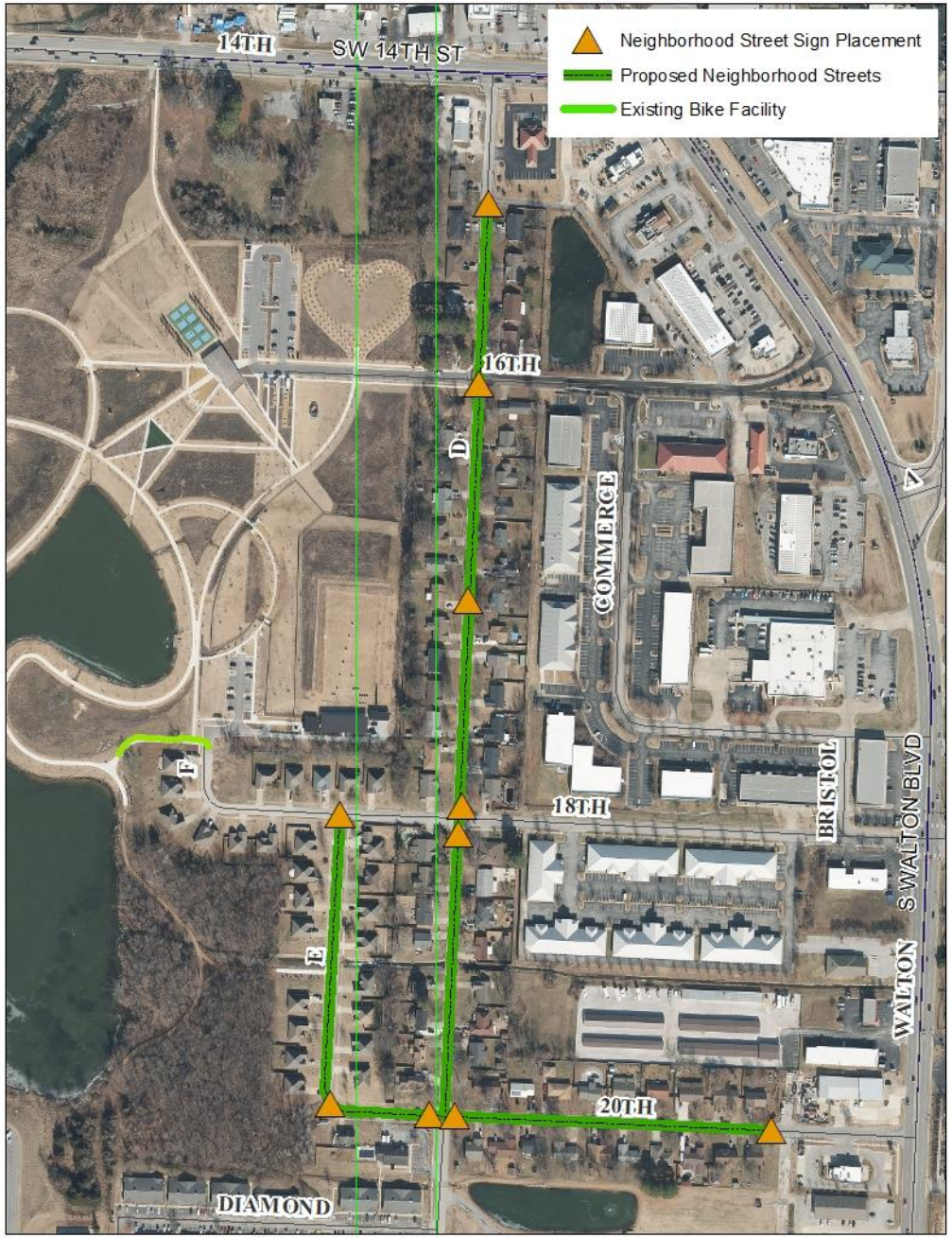
# Proposed Streets

# SW D Street

SW 2nd to Gilmore Park / SW C Street

Through Traffic Route: SW A Street

- 10 total signs
- Tier 1 Bikeway project in the Connecting Bentonville Bike & Pedestrian Master Plan.
- Neighborhood corridor to Gilmore Park and the Downtown Trail.




# Osage Park Connection

SW D Street from SW 14th to SW 20th St. - SW E St from SW 18th to SW 20th St. -SW 20th St from SW E to near Walton Blvd

Through Traffic Route: Walton Blvd, SW 18th (For Osage Archery Range access)

- 10 total signs
- Tier 1 neighborhood connection project in the Connecting Bentonville Bike & Pedestrian Master Plan.
- Walkable & bikeable connection to Osage Park

# Town Vu & Barn Valley Rd

Town Vu Road from Tater Black to SW 8th, Barn Valley Rd from Capstone to SW 4th.

Through traffic Route: SW 4th, Tater Black.

- 11 total signs
- Tier 1 neighborhood connection project in the Connecting Bentonville Bike & Pedestrian Master Plan.

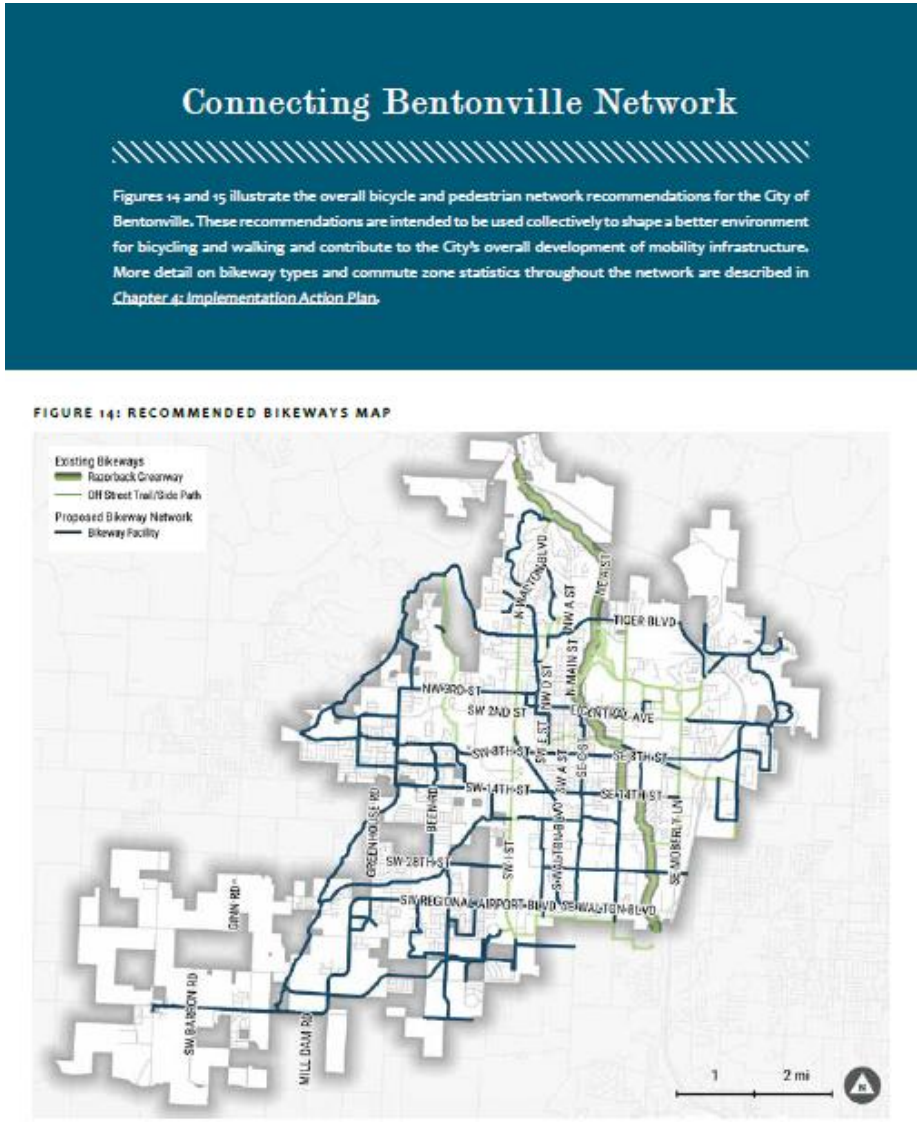
# Public Support

- To communicate the “why” behind the neighborhood streets initiative, it’s important to notify those residents most impacted by the placement of the signs.

- Prior to launch we will notify residents of the program.
- After the project has been in place for a 1 - month period a bulk mailing of a postcard to the area residents will go out along with a QR code that will lead them to a survey and email address to give feedback.

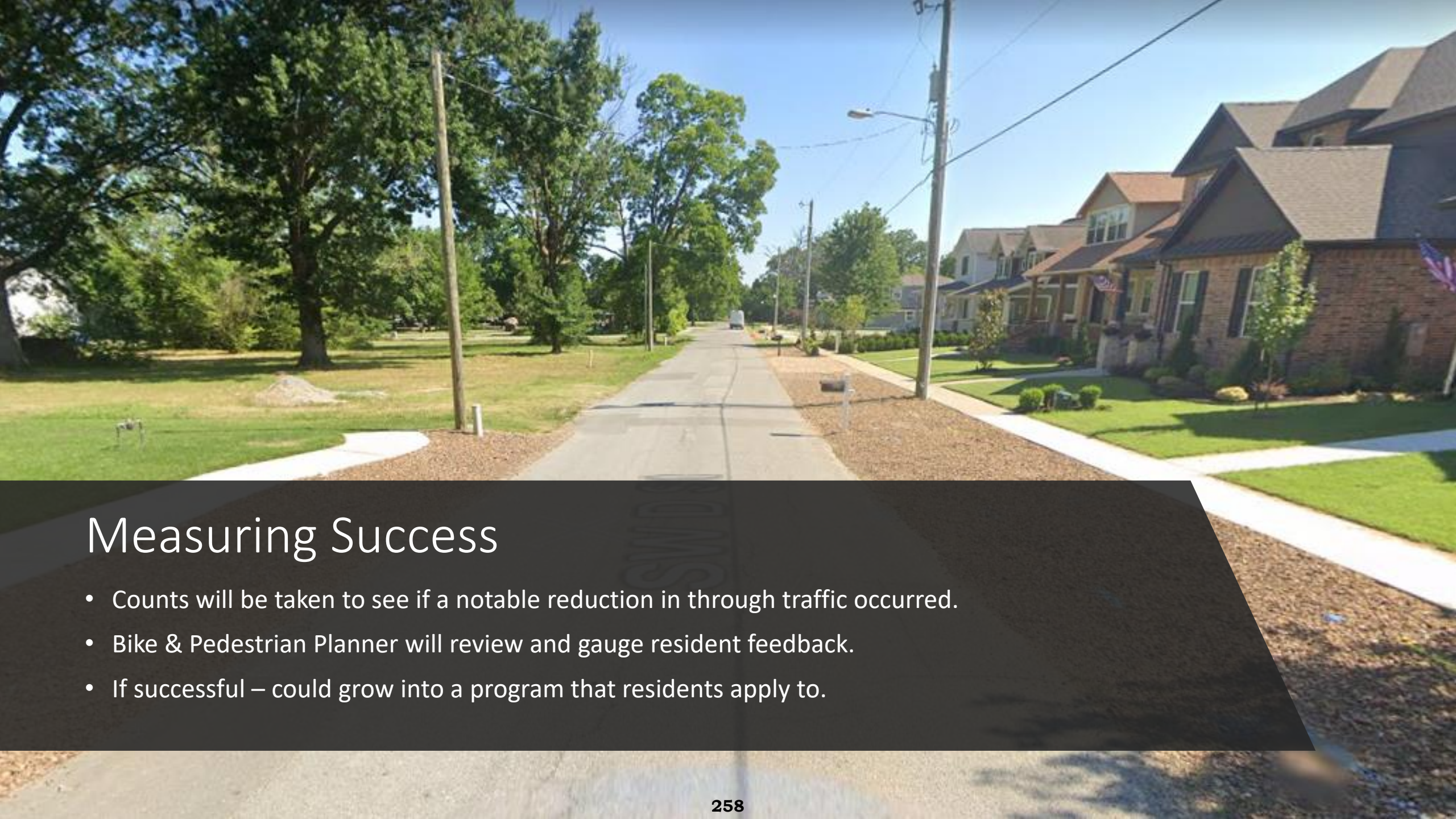
# Pilot Program Policies

- We will limit the program to no more than 5 project sites at a time.
- Project will run from April/May to December
- Streets will be restricted to:
  - Local roadways only
  - Streets identified as Neighborhood Connections or Bikeways in the Connecting Bentonville Bike & Pedestrian Master Plan



# Sign & Postcard Example

- Sign will be highly visible and will encourage “local traffic only”.
- Mailer will notify residents in advance and request feedback.



# Measuring Success

- Counts will be taken to see if a notable reduction in through traffic occurred.
- Bike & Pedestrian Planner will review and gauge resident feedback.
- If successful – could grow into a program that residents apply to.

# Thank you.

## Questions? Contact:

**Hunter Garrison, AICP**
**Bike and Pedestrian Planner**
215 SW A Street
Bentonville, AR 72712
P: (479) 464-PARK (7275)
www.playbentonville.com

**RESOLUTION NO. _____**

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A GRANT AGREEMENT WITH THE WALTON FAMILY FOUNDATION IN THE AMOUNT OF FIFTEEN THOUSAND DOLLARS; ADJUSTING THE 2023 BUDGET TO RECOGNIZE SAID FUNDS TO ACCOUNT #105030-33810 – LOCAL GRANTS; APPROPRIATING THE SAME INTO ACCOUNT #105030-42510 – MINOR EQUIPMENT; AND FOR OTHER PURPOSES.**

**WHEREAS**, on November 7, 2022 the Neighborhood Streets Pilot Program was approved by the Traffic, Safety, and Signage Committee;

**WHEREAS**, the Walton Family Foundation awarded a grant to the Bentonville Parks and Recreation Department to fund signage and implementation of this program; and

**WHEREAS**, there is no matching portion for this grant amendment.

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

Section 1: The Mayor and City Clerk are authorized to enter into a grant agreement with the Walton Family Foundation in the amount of fifteen thousand dollars ($15,000.00) to fund the Neighborhood Streets Pilot Program;

Section 2: The 2023 Budget is adjusted to recognize fifteen thousand dollars ($15,000.00) of grant funds into Account #105030-33810 – Local Grants and appropriate the same to Account #105030-42511 – 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 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 _____, 2023.**

**APPROVED:**

_____
**STEPHANIE ORMAN, MAYOR**

**ATTEST:**

_____
**KIRBY ROMINES, CITY CLERK**

# Agenda Item Form

| | |
|---|---|
| **Date of City Council Meeting** | **3/14/2023** |
| **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 requesting approval of change order #1 and corresponding budget adjustment, in the amount of $82,800.00, for the construction of the Southwest Bentonville Trail and accepting a grant amendment from the Walton Family Foundation in the same amount. A budget adjustment is needed to recognize funds.**

| | |
|---|---|
| **Estimated Cost** | **$82,800.00** |
| **Is this Item Budgeted?** | ☐ Yes ☑ No |

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

**Via a supplemental grant from the Walton Family Foundation.**

# Budget Adjustment Request

| | |
|---|---|
| **Date of City Council Meeting** | **3/14/2023** |
| **Department** | **Parks & Recreation** |
| **Submitted by** | **Hunter Garrison, Bike & Pedestrian Planner** |
| **Phone** | **479-254-2063** |

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

**Change order for the Southwest Bentonville Trail and Grant award from the Walton Family Foundation.**

**General Ledger Account Information***

| Org (Department) | Object | Account Description | Revenue + ( - ) | Expense + ( - ) |
|---|---|---|---|---|
| 105030 | 33810 | Local Grants | $ 82,800.00 | |
| 105030 | 47390 | Improv Other than Bldg/Other | | $ 82,800.00 |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | Totals | $ 82,800.00 | $ 82,800.00 |
| | | Net Impact on Fund Balance | $ | - |

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

# Memo

To: City Council, Mayor Orman

Thru: David Wright, Parks and Recreation Director

From: Hunter Garrison, Bike & Pedestrian Planner

Date: March, 14, 2023

Re: City Council approval of a change order authorizing the Mayor to amend the contract agreement with 81, Construction Inc, for Change Order #1, Accepting a Grant from the Walton Family Foundation, and Budget Adjustment for $82,800 for the construction of the Southwest Bentonville Trail.

---

Parks and Recreation is requesting City Council's approval to amend the contract agreement with 81 Construction Inc, for Change Order #1 with Budget Adjustment for the purchase and installation of additional fill material deemed essential by the geotechnical engineer and construction manager. The total amount for the change order is $82,800. Additional funding for this service will via a grant amendment from the Walton Family Foundation for $82,800.

Construction of the Southwest Bentonville Trail, from Preston Park to the Bentonville Community Center is underway. The trail is expected to be completed in early 2023. However, since construction started, the Geotechnical Engineer associated with the project discovered previously unknown loose soil material and groundwater which necessitates the need for additional undercut and rock backfill materials that were not a part of the original bid.

If you have any questions regarding this item, please let me know. Please call me at 254-2063 or email HGarrison@bentonvillear.com.

*Attachments:*
*Change Order No. 1: Southwest Bentonville Trail*
*Grant Amendment Agreement from the Walton Family Foundation*

WALTON FAMILY
FOUNDATION

[Date TBD Following City Council Approval]

Mayor Stephanie Orman
City of Bentonville
305 SW A Street
Bentonville, AR 72712

RE: Amendment to Grant 00107400

Dear Mayor Orman,

The Walton Family Foundation, Inc. ("Foundation") issued a grant in the amount of $1,180,864.00 to the City of Bentonville ("Grantee"), pursuant to a letter agreement ("Original Grant Agreement") dated July 7, 2022. This letter ("Amendment") is to increase the amount of the grant, and amend the reporting and evaluation provisions of the Original Grant Agreement. By executing and returning a countersigned copy of this Amendment, the Grantee agrees that Section 2 ("Amount") of the Original Grant Agreement is hereby amended as set forth below as of [Date TBD] (the "Effective Date"), and to such additional terms and conditions set forth below:

1. **Amendment to Section 2.** Section 2 is hereby deleted in its entirety and replaced with the following:

   **Amount**: $1,263,664.00 USD.

   Grant payments have been and will be made as follows:

| Installment | Installment Amounts | Installment Dates and Notes |
|---|---|---|
| #1 | $590,432.00 | Paid to Grantee on or about July 29, 2022 |
| #2 | $295,216.00 | Paid to Grantee on or about December 9, 2022 |
| #3 | $378,016.00 | Upon signature and return to the Foundation of this Amendment |

2. **No Defaults or Other Changes; Reaffirmation of Terms.** Grantee represents and warrants that it is not in default of any provision of the Original Grant Agreement. Except as otherwise expressly modified by the terms of this Amendment, the Original Grant Agreement shall remain unchanged and continue in full force and effect. All terms, covenants and conditions of the Original Grant Agreement not expressly modified herein are hereby confirmed and ratified and remain in full force and effect, and as further amended hereby, constitute valid and binding obligations of the Grantee enforceable according to the terms thereof.

For all communications regarding this grant, your points of contact will be Rubicely Monter (phone 479-799-8356 or email rmonter@runwaynwa.com) or Mary Katherine McKinley (phone 870-830-3895 or email mkmckinley@wppg.org). Please reference Grant 00107400 in your communication.

By electronically signing this letter, 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 letter is not completed by [Date TBD], the Foundation will consider the Grantee to have declined this Amendment.

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: _____

Mayor Stephanie Orman
City of Bentonville

cc: David Wright
Hunter Garrison

Crafton Tull
architecture | engineering | surveying

901 North 47th Street, Suite 400
Rogers, AR 72756
479.455.2207
craftontull.com

**CHANGE ORDER NO. 1**

**PROJECT:** SW Bentonville Trail
IFB 22-59 – PO#22204116
CT Job Number: 20104100

**CHANGE DATE:** November 18, 2022

Change Order #1 includes the addition of a pay item for Undercut and Rock Backfill (item 5.1). Within the Preston Park Property soft soils and groundwater was encountered during excavation for the trail. Based on the recommendation of the geotechnical engineer (GTS), rock backfill will be used in areas where groundwater is an issue. Change order includes 600 C.Y. of Undercut and Rock Backfill at a unit cost of $138/CY.

As a result, the contract price is increased $82,800. A previous field change added $86,398 to the contract. The total contract amount is now $1,179,651. These changes are reflected in the attached change order agreement to be signed by all parties. Please let me know if you have any questions.

Respectfully,

[redacted]

Project Manager – Civil

# CHANGE ORDER

City of Bentonville, AR
Crafton, Tull & Associates, Inc.
81 Construction Group

PROJECT:
SW Bentonville Trail IFB 22-59 / PO#22204116

CHANGE ORDER NO.: 1
DATE: 11/18/2022
ENGINEER'S PROJECT NO.: 20104100
CONTRACT DATE:
CONTRACT FOR: City of Bentonville

TO CONTRACTOR:
81 Construction Group

The Contract is changed as follows:

| **ADD** | **QTY** | **UNIT** | **UNIT COST** | **ITEM TOTAL** |
|---|---|---|---|---|
| Item 5.1 - Undercut & Rock Backfill | 600.00 | CY | $ 138.00 | $ 82,800.00 |
| | | | **TOTAL ADD** | **$82,800.00** |

| **DEDUCT** | **QTY** | **UNIT** | **UNIT COST** | **ITEM TOTAL** |
|---|---|---|---|---|
| None | | | | |
| | | | **TOTAL DEDUCT** | **$0.00** |
| | | | **TOTAL CHANGE ORDER** | **$82,800.00** |

NOT VALID UNTIL SIGNED BY THE OWNER, ENGINEER, AND CONTRACTOR

| | |
|---|---|
| The original Contract Sum Price was..... | $1,010,453.00 |
| Net change by previously authorized Change Orders..... | **$86,398.00** |
| The Contract Sum prior to this Change Order..... | $1,096,851.00 |
| The Contract Sum will be **INCREASED** this Change Order in the amount of..... | **$82,800.00** |
| The new Contract Sum, including this Change Order will be..... | $1,179,651.00 |

The Contract time will be remain unchanged.
The date of Substantial Completion as of the date of this Change Order therefore is _____

NOTE: This Summary does not reflect changes in the Contract Sum, Contract Time, or Guaranteed Maximum Price which have been authorized by a Construction Change Directive.

**ENGINEER/ADDRESS**
**Crafton Tull**
**300 N College Ave, Suite 317**
**F** [redacted]

Date:

**CONTRACTOR/ADDRESS**
**81 Construction Group**
**P.O. Box 844**
**Siloam Springs, AR 72761**
[redacted]

Date:

**OWNER/ADDRESS**
**City of Bentonville, AR**
**215 SW A St.**
**Bentonville, AR, 72712**

Date:

**RESOLUTION NO. _____**

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CHANGE ORDER WITH 81 CONSTRUCTION, INC.; ACCEPTING AN AMENDED GRANT FROM THE WALTON FAMILY FOUNDATION IN THE AMOUNT OF EIGHTY-TWO THOUSAND EIGHT HUNDRED DOLLARS; ADJUSTING THE 2023 BUDGET TO RECOGNIZE SAID FUNDS TO ACCOUNT #105030-33810 – LOCAL GRANTS; APPROPRIATING THE SAME INTO ACCOUNT #105030-47390 – IMPROVEMENT OTHER THAN BUILDING; AND FOR OTHER PURPOSES.**

**WHEREAS**, a change order is needed for the Southwest Bentonville Trail Project for the purchase and installation of additional fill material necessitated by the discovery of previously unknown loose soil material and groundwater;

**WHEREAS**, the Walton Family Foundation will amend a previous grant award to increase the third installment payment by eighty-two thousand eight hundred dollars ($82,800.00) to fund this change order; and

**WHEREAS**, there is no matching portion for this grant amendment.

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

Section 1: The Mayor and City Clerk are authorized to enter into a change order with 81 Construction, Inc., for the installation and purchase of additional fill material for the Southwest Bentonville Trail Project, in an amount not to exceed eighty-two thousand eight hundred dollars ($82,800.00);

Section 2: The Mayor and City Clerk are further authorized to accept an amended grant from the Walton Family Foundation, in the amount of eighty-two thousand eight hundred dollars($82,800.00);

Section 3: The 2023 Budget is adjusted to recognize eighty-two thousand eight hundred dollars ($82,800.00) of grant funds into Account #105030-33810 – Local Grants and appropriate the same to Account #105030-47390 – Improvement Other Than Building;

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 _____, 2023.**

**APPROVED:**

**ATTEST:**

_____
**STEPHANIE ORMAN, MAYOR**

_____
**KIRBY ROMINES, CITY CLERK**

# Agenda Item Form

| | |
|---|---|
| **Date of City Council Meeting** | **3/14/2023** |
| **Department** | **Finance** |
| **Submitted by** | **Bonnie Bridges** |
| **Phone** | **(479) 271-6781** |

**Item Type: (*Check Applicable Item Type)***

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

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

**Resolution naming responsible parties to perform actions on the City's Arvest Wealth Management accounts for the City of Bentonville.**

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

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

**RESOLUTION NO. _____**

**A RESOLUTION NAMING RESPONSIBLE PARTIES TO PERFORM ACTIONS ON ARVEST WEALTH MANAGEMENT ACCOUNTS FOR THE CITY OF BENTONVILLE, ARKANSAS; AND FOR OTHER PURPOSES.**

**WHEREAS**, City Council established accounts with Arvest Wealth Management, for the purpose of investing City Funds, by passing Resolution No. 11-26-19B;

**WHEREAS**, due to staffing changes, the responsible parties on these accounts need to be changed; and

**WHEREAS**, an action by City Council is needed to effectuate this change.

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

Section 1: That the establishment of accounts with Arvest Wealth Management, for the purpose of investing City Funds is authorized by Resolution No. 11-26-19B;

Section 2: That Mayor Stephanie Orman, Heather Delhagen (Assistant Finance Director) and Ashley Long (Accounting Manager – Disbursements) will remain on the accounts with Patrick Johndrow (Finance Director) being added;

Section 3: That the above should be and the same are hereby named as responsible parties to perform the following actions on behalf of the City of Bentonville (subject to dual control):

1. Establishing, consolidation, or terminating accounts; and
2. Investment assets allocations, transfers, or distribution of funds to or from other City accounts.

Section 4: This Resolution shall be in full force and effect from and after the date of its passage;

Section 5 - 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 6 - 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 _____, 2023.**

**APPROVED:**

_____
**STEPHANIE ORMAN, Mayor**

**Attest:**

_____
**KIRBY ROMINES, City Clerk**

# Agenda Item Form

| | |
|---|---|
| **Date of City Council Meeting** | **3/14/2023** |
| **Department** | **Planning** |
| **Submitted by** | **Shelli Kerr** |
| **Phone** | **(479)271-6822** |

**Item Type: (*Check Applicable Item Type)***

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

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

**TischlerBise to present preliminary data for the Impact and Capacity Fee Study.**

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

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

# City of Bentonville
# Impact Fee Study Intro

*March 14, 2023*

TischlerBise
FISCAL | ECONOMIC | PLANNING

# Impact Fee Ground Rules

- One-time payment for growth-related infrastructure, usually collected at the time buildings permits are issued
- Not a tax, similar to a contractual arrangement to build infrastructure with fee revenue, with three requirements
  - Need (system improvements, not project-level improvements)
  - Benefit
    - Short range expenditures (7 years)
    - Geographic service areas and/or benefit districts
  - Proportionate

# General Process

- Interview key staff/collect data
- Determine existing development base and project future growth
- Determine existing levels of service and capital needs (capital improvement plans) due to new growth
- Determine appropriate generators of demand
- Evaluate methodological alternatives
- Evaluate need for credits
- Finalize CIPs and cash flow analysis
- Calculate impact fees
- City Council, review, input, adoption

# Methodologies

- Cost Recovery (past)
  - Oversized and unique facilities
- Incremental Expansion (present)
  - Formula-based approach documents level-of-service with both quantitative and qualitative measures
- Plan-Based (future)
  - Common for utilities but can also be used for other public facilities with non-impact fee funding

# Evaluate Need for Credits

- Debt service
  - Avoid double payment due to existing or future bonds
- Dedicated revenues
  - e.g., property tax, sales tax, gas tax
- Site specific
  - Developer constructs a capital facility included in fee calculations

# Bentonville Impact Fee Study

- Residential Projection
- 15,600 new residents, 7,600 new homes, 27% increase

| City of Bentonville | Base Year 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 | 2031 | 2032 | 2033 | Total Increase |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Population | 58,890 | 60,304 | 61,758 | 63,253 | 64,791 | 66,371 | 67,996 | 69,668 | 71,237 | 72,846 | 74,496 | **15,606** |
| *Percent Increase* | | *2.4%* | *2.4%* | *2.4%* | *2.4%* | *2.4%* | *2.4%* | *2.5%* | *2.3%* | *2.3%* | *2.3%* | *26.5%* |
| **Housing Units** | | | | | | | | | | | | |
| Single Family | 16,929 | 17,205 | 17,489 | 17,781 | 18,081 | 18,389 | 18,706 | 19,032 | 19,338 | 19,652 | 19,974 | **3,045** |
| Multifamily | 7,406 | 7,820 | 8,245 | 8,682 | 9,132 | 9,595 | 10,071 | 10,561 | 11,020 | 11,491 | 11,974 | **4,568** |
| Total Housing Units | 24,335 | 25,025 | 25,734 | 26,463 | 27,213 | 27,984 | 28,777 | 29,593 | 30,358 | 31,143 | 31,948 | **7,613** |

Source: Population and housing development projections are based on annual growth rates calculated from estimates in Bentonville *Community Plan* and PPHU factors by type of housing unit.

# Bentonville Impact Fee Study

- Nonresidential Projection
- 16,000 new jobs, 6.1M new square feet, 27% increase

| Industry | Base Year 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 | 2031 | 2032 | 2033 | Total Increase |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Jobs [1]** | | | | | | | | | | | | |
| Retail | 14,661 | 15,109 | 15,558 | 16,007 | 16,456 | 16,905 | 17,354 | 17,803 | 18,252 | 18,701 | 19,150 | **4,489** |
| Office | 31,759 | 31,983 | 33,874 | 35,765 | 37,656 | 37,880 | 38,104 | 38,328 | 38,552 | 38,776 | 39,001 | **7,241** |
| Industrial | 5,904 | 6,069 | 6,234 | 6,399 | 6,565 | 6,730 | 6,895 | 7,060 | 7,226 | 7,391 | 7,556 | **1,652** |
| Institutional | 7,778 | 8,038 | 8,297 | 8,557 | 8,817 | 9,077 | 9,337 | 9,597 | 9,857 | 10,117 | 10,377 | **2,600** |
| Total | 60,101 | 61,199 | 63,964 | 66,729 | 69,494 | 70,592 | 71,690 | 72,789 | 73,887 | 74,985 | 76,083 | **15,983** |
| **Nonresidential Floor Area (1,000 sq. ft.) [2]** | | | | | | | | | | | | |
| Retail | 6,905 | 7,117 | 7,328 | 7,539 | 7,751 | 7,962 | 8,174 | 8,385 | 8,597 | 8,808 | 9,020 | **2,114** |
| Office | 9,750 | 9,819 | 10,399 | 10,980 | 11,560 | 11,629 | 11,698 | 11,767 | 11,836 | 11,904 | 11,973 | **2,223** |
| Industrial | 3,117 | 3,204 | 3,292 | 3,379 | 3,466 | 3,553 | 3,641 | 3,728 | 3,815 | 3,902 | 3,990 | **872** |
| Institutional | 2,722 | 2,813 | 2,904 | 2,995 | 3,086 | 3,177 | 3,268 | 3,359 | 3,450 | 3,541 | 3,632 | **910** |
| Total | 22,494 | 22,953 | 23,923 | 24,893 | 25,863 | 26,322 | 26,780 | 27,239 | 27,697 | 28,156 | 28,614 | **6,120** |

[1] Source: Northwest Arkansas Regional Planning Commission Travel Demand Model; TischlerBise analysis

[2] Source: Institute of Transportation Engineers, *Trip Generation* , 10th Edition (2017)

[3] The Walmart HQ expansion project is estimated to have 15,000 total office jobs. Currently, there is an estimated 10,000 office jobs at the existing HQ. The 5,000 additional jobs are assumed over three years beginning in 2025.

# Bentonville Impact Fee Study

- Fee Schedule Land Use Adjustments
  - Current: Residential by housing type
  - Exploring: Residential by floor area
    - Addresses proportionately and affordability

| Housing Type | Persons per Housing Unit |
|---|---|
| Single Family Detached | 2.80 |
| Single Family Attached | 2.26 |
| Multifamily | 1.55 |

| Square Footage of Dwelling Unit | Persons per Housing Unit |
|---|---|
| Under 500 | 1.23 |
| 500 to 999 | 1.89 |
| 1,000 to 1,499 | 2.28 |
| 1,500 to 1,999 | 2.55 |
| 2,000 to 2,499 | 2.76 |
| 2,500 to 2,999 | 2.93 |
| 3,000 to 3,499 | 3.08 |
| 3,500 to 3,999 | 3.20 |
| 4,000 to 4,499 | 3.31 |
| 4,500 to 4,999 | 3.41 |
| 5,000 to 5,499 | 3.50 |
| 5,500 to 5,999 | 3.59 |
| 6,000 or More | 3.66 |

Source: US Census American Community Survey, 2021; Bentonville building permit data

# Bentonville Impact Fee Study

- Currently collecting for:
  1. Park development and improvements & concrete trails
  2. Fire apparatuses
  3. Police buildings and vehicles
  4. Library collections
- TischlerBise exploring:
  1. Park development and improvements & concrete trails
  2. Fire apparatuses **& stations**
  3. Police buildings and vehicles
  4. Library collections **& branches**

# Bentonville Impact Fee Study

- Affordable Housing Exemption
  - Council can implement an affordable housing policy which exempts projects that construct affordable housing
  - Caveats:
    1. Define affordable housing
    2. Implement/enforce deed restrictions
    3. The exempted impact fee revenue needs to be fully replaced with other dollars from another source

# Bentonville Impact Fee Study

- Currently, no impact fee for transportation or utility infrastructure
- TB met with department staff to discuss including the categories:
  - Bond referendum covering much of the new road needs
  - Utility rates covering much of the new water and sewer capacity needs
  - There are a few items that could be included in the impact fee analysis
    - Ex. new/expanded utility HQ
  - However, impact fee revenue needs to be separate of bond/utility rate revenue
  - New fee would be additional burden on new development
- TB recommendation: not including transportation or utilities

# Bentonville Impact Fee Study

- Council directive:
  - Should study continue with residential fee by housing type or size?
  - Should study explore affordable housing exemption?
  - Would Council like to continue with category recommendations:
    1. Include fire stations
    2. Include library branches
    3. Exclude transportation and utilities

# Discussion