



Revised Agenda:

Item 9 - Ordinance correction

Item 12 - Resolution correction

Item 19 - Resolution correction

Item 22 - Resolution correction

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.

Committee of the Whole Meeting

Monday, April 10, 2023 6:00 p.m.

City Hall

305 S.W. “A” Street

Planning Commission Meeting Room

***If you would like to attend virtually, please register at the following link by 4:00 p.m. on April 10, 2023:**

https://us02web.zoom.us/webinar/register/WN_8NbRqbm5SvKxb8eyAV22xA

Regular City Council Meeting

Tuesday, April 11, 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 April 11, 2023:**

https://us02web.zoom.us/webinar/register/WN_IcKROxPrQSiAbNrwt3BnKQ

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: March 28, 2023

AGENDA

1. Financial Update – Patrick Johndrow, Finance Director. **(Monday Night Only)**
2. Staff presentation of a proposal to reduce speed limits on residential streets from 25 mph to 20 mph. **(Monday Night Only)** [\(Page 10\)](#)
3. Elected Official Compensation Discussion. **(Monday Night Only)**
4. Presentation of Citation recognizing Bentonville's 150th Anniversary by State Representatives Mindy McAlindon, Scott Richardson and Austin McCollum.
5. Planning:

- 5a. **Ordinance accepting a Lot Split of Lot 8 of Moberly Corner Addition; creating new Lots 10 & 11 of Moberly Corner Addition to the City of Bentonville, Arkansas; and for other purposes (Project Number: LS23-0003) Southeast S Street & Southeast 28th Street.**

[\(Pages 18-20\)](#)

The Planning Commission voted 7-0, recommending approval.

A lot split of Lot 8 of Moberly Corner Addition creating new Lots 10 & 11 of Moberly Corner Addition. The Plat dedicates one new utility easement to service the lots. Access is shared between Lot 11 and adjoining property. No right-of-way dedication, variances, or waivers are associated with this plat.

- 5b. **Ordinance accepting a Lot Split of Lots 1 & 2, Block 4 of Lincoln and Rice Addition; creating new Lot 14, Block 4 of Lincoln and Rice Addition to the City of Bentonville, Arkansas; and for other purposes (Project Number: LS22-0005) 105 Northeast I Street.**

[\(Pages 21-23\)](#)

The Planning Commission voted 7-0, recommending approval.

A property line adjustment of part of existing Lots 1 & 2, Block 4 of Lincoln and Rice Addition creating new Lot 14 (+/-0.72 acres), Block 4 of Lincoln and Rice Addition. Existing right-of-way conforms to the requirements of the Master Street Plan and the plat dedicates a 15' wide public utility easement adjacent to the public right-of-way to serve the newly created lot.

- 5c. **Ordinance accepting a Property Line Adjustment of parts of Lots 22, 23, and 24, Block 3 of Clark's Second Addition; creating new Lot 32, Block 3 of Clark's Second Addition to the City of Bentonville, Arkansas; and for other purposes (Project Number: PLA22-0040) 216 Southwest C Street.**

[\(Pages 24-26\)](#)

The Planning Commission voted 7-0, recommending approval.

A property line adjustment of parts of existing Lots 22, 23, and 24, Block 3 of Clark's Second Addition creating new Lot 32 (+/-0.15 acres), Block 3 of Clark's Second Addition. The plat dedicates right-of-way along SW C Street per the requirements of the Master Street Plan and the plat dedicates a 15' wide public utility easement adjacent to the public right-of-way to serve the newly created lot.

- 5d. **Ordinance accepting a Property Line Adjustment of Lot 4 and part of Out Lot 16 of Out Lot Subdivision; creating new Lots 17 and 18 of Out Lot Subdivision to the City of Bentonville, Arkansas; and for other purposes. (Project Number: PLA23-0005) 502 & 504 Northeast 2nd Street.**

(Pages 27-29)

The Planning Commission voted 7-0, recommending approval.

A property line adjustment of Lot 4 and a part of Out Lot 16 of Out Lot Subdivision, creating new Lots 17 and 18 of Out Lot Subdivision. The Plat dedicates right-of-way along Northeast 2nd Street as well as a public utility easement adjacent to the right-of-way to serve the newly created lots. No variances or waivers are associated with this plat.

- 5e(1). **Resolution amending the City of Bentonville Future Land Use Map for a specific area from Low Density Residential to General Commercial; and for other purposes (Project Number: RZ23-0021) 809 & 811 Southwest 3rd Street.**

(Pages 30-38)

The Planning Commission voted 6-1, recommending approval.

Commissioner Davis voted no because of his concerns around potential redevelopment of the site in the future.

The Future Land Use Plan currently shows this property as Low Density Residential, in which the proposed rezoning and associated conditional use permit (CU23-0008) for a parking lot is not compatible, however the applicant is requesting a Future Land Use Map Amendment to General Commercial. 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.

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

- 5e(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 C-1, Neighborhood Commercial; and for other purposes (Project Number: RZ23-0021) 809 & 811 Southwest 3rd Street.**

(Pages 30-39)

The Planning Commission voted 7-0, recommending approval.

The C-1 District serves residential developments while still maintaining the character of the area. Since C-1 Districts are generally located near Residential Districts, the proximity to Residential areas is appropriate. Further, this property backs the commercial corridor along South Walton Boulevard and is aiming to help alleviate traffic issues along the arterial road. The proposed parking lot through CU23-0008 currently only shows access through the property to the west (Chick-Fil-A) and to the property to the south, the Lumen project currently under construction. There is currently no access shown to Southwest 3rd Street and into

the surrounding residential areas. There is a 20-foot landscape buffer between Southwest 3rd Street and the parking lot edge. This request is not consistent with the Future Land Use Map without the approved map amendment. This use should be separated from the neighboring residential uses by fencing or screening. This request would also assist in alleviating traffic congestion along South Walton Boulevard by allowing the applicant to install a two-lane drive thru to allow additional stacking during peak hours of business.

- 5f(1). **Resolution amending the City of Bentonville Future Land Use Map for a specific area from Agriculture to High Density Residential; and for other purposes. (Project Number: RZ23-0022) South Vaughn Road.**

(Pages 40-46)

The Planning Commission voted 7-0, recommending approval.

The Future Land Use Plan currently shows this property as Agricultural, in which the proposed rezoning 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 within Priority Area 3, Edge Growth, as identified in Chapter 4 of the Bentonville Community Plan. This area focuses on development in areas proximate to existing infrastructure in order to capitalize on municipal investment that has already taken place.

- 5f(2). **Ordinance changing real estate in the City of Bentonville, Arkansas, from its present zoning classification of A-1, Agricultural to R-3, Medium-High Density Multifamily Residential; and for other purposes (Project Number: RZ23-0022) South Vaughn Road.**

(Pages 40-48)

The Planning Commission voted 7-0, recommending approval.

This area was recently requested to be rezoned to C-2, General Commercial (RZ22-0054), but the request was withdrawn by the applicant. The same applicant has come back with a request for rezoning to R-3. The R-3 District is established to provide suitable areas for medium density residential development. Such units would be best located in areas where adequate city facilities existed prior to development or would be provided in conjunction with development, and where a suitable environment for medium density residential development would be available. Such districts could be used in suburban portions of the city as buffer or transitional zones between single-family and other uses not compatible with low density residential development. Traffic may be increased along Vaughn Road if this property is developed, as a lack of nearby services and employment centers would necessitate car travel almost exclusively to and from the property. This request is not consistent with the Future Land Use Map without the approved amendment but is compatible with the neighboring residential uses.

- 5g(1). **Resolution amending the City of Bentonville Future Land Use Map for a specific area from Mixed Use Commercial and Office to Mixed Use Commercial; and for other purposes (Project Number: PRD23-0001) SE 28th Street and SE John Rollow Drive.**

(Pages 49-73)

The Planning Commission voted 7-0, recommending approval.

The Future Land Use Plan currently shows this property as Agricultural, in which the proposed rezoning 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 within Priority Area 3, Edge Growth, as identified in Chapter 4 of the Bentonville Community Plan. This area focuses on development in areas proximate to existing infrastructure in order to capitalize on municipal investment that has already taken place.

- 5g(2). **Ordinance changing real estate in the City of Bentonville, Arkansas, from its present zoning classification of C-2 General Commercial and C-3, Mixed-Use Commercial to PUD, Planned Unit Development; and for other purposes (Project Number: PRD23-0001) SE 28th Street and SE John Rollow Drive.**

(Pages 49-75)

The Planning Commission voted 7-0, recommending approval.

The primary purpose of a PRD is to enhance the design of a residential development by allowing for flexibility and variation from the established site requirements and development standards of the zoning and subdivision codes. The PRD is a mechanism by which the city may allow for variation in the design and arrangement of structures as well as provide for the coordination of project characteristics with features of a particular site in a manner that is consistent with the public health, safety, and welfare of the community. A PRD allows for innovations and special features in site development, including the locations and type of structures, the conservation of natural features, the conservation of energy, the efficient use of open space, and allowances for housing serving varying price points. The applicant is proposing a Planned Residential Development (PRD) of approximately 5.44 acres consisting of approximately 2,065 sq. ft. of commercial space, 600 sq. ft. Fitness Center and 185 multifamily units (54 studio units, 90 1 bedroom units, and 41 2 bedroom units). The PRD adheres to the minimum open space requirements by allocating 19% of the site to common open space. The PRD provides 217 parking spaces which is a 1:1 ratio.

Having a mix of housing types located near employment and retail centers helps to generally lower traffic and the placement of the buildings closer to the streets and the geographical location of the project at the corner of an arterial street intersection as well as the proximity of the project to the Razorback Greenway all adds to the walkability and bike ability of the area. This request is consistent with the Future Land Use Plan and is consistent with the vision of the Bentonville Community Plan as the property is located within Priority Area 2, Infill, which represent an opportunity to capitalize on existing infrastructure and services to support new development that aligns with existing uses and is compatible with the character of surrounding areas.

- 5h(1). **Resolution amending the City of Bentonville Future Land Use Map for a specific area from High Density Residential and Residential Estate**

to Mixed Use Commercial; and for other purposes (Project Number: PUD22-0002) East Central Ave and Battlefield Boulevard.

(Pages 76-117)

The Planning Commission voted 7-0, recommending approval.

The Future Land Use Plan currently depicts this property as High Density Residential and Residential Estate. The applicant requests a change to the Mixed-Use Commercial Land Use classification which specifically allows for and encourages Planned Unit Developments. These areas typically 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 2, Infill, as identified in Chapter 4 of the Bentonville Community Plan. This area supports the development of vacant properties already served by infrastructure within the context of existing development.

- 5h(2). **Ordinance changing real estate in the City of Bentonville, Arkansas, from its present zoning classifications of PRD Planned Residential Development, A-1 Agriculture, C-1 Neighborhood Commercial, and R-O Residential Office to PUD, Planned Unit Development; and for other purposes (Project Number: PUD22-0002) East Central Ave and Battlefield Boulevard.**

(Pages 76-119)

The Planning Commission voted 7-0, recommending approval.

The primary purpose of a PUD 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) of approximately 7.48 acres consisting of approximately 9,000 square feet of retail space, 40,000 square feet of Class A Office space, a 150-room hotel and 500 multifamily housing units. The PUD adheres to the minimum open space requirements by allocating 20% of the site to common open space. The applicant also states that materials for the project will meet the city standards when the project is submitted for a Large Scale Development. Approximately 940 surface parking spaces are being provided with the PUD.

Having a mix of housing types located near to employment centers helps to lower traffic generally and the placement of the buildings and park along East Central will add to the walkability and bike ability of the area. The applicant has modified the project scope to address some of the concerns presented. Specifically, the applicant has secured the interior parcel and shifted the project west toward Central. The applicant is also proposing to close East Battlefield Blvd. to westerly traffic along the project's southern boundary and to construct a new road from Battlefield along the project's easterly boundary to connect to Central. Any road closure would need City Council approval which could be included in the PUD's approval if City Council eventually approves the project.

The applicant has also terraced the top three floors of the building on the east side of the site to limit the affect the tall structure may have on neighboring properties.

Staff recommends that the applicant include within the project's master site plan the roundabout options studied in the traffic report that provided a higher level of service and provide higher levels of safety. The project is proposed as one phase which means street improvements and the dedication of the associated right of way necessary for the roundabouts must be completed at the same time as the development. Finally, if the Planning Commission approves the project staff recommends that a roundabout or traffic circle be included in the master site plan for the project entry road at the new proposed road.

- 5i. **Ordinance amending Appendix B Land Development Code, Article 1500 Flood Damage Prevention, Sec. 1500.17 Duties and Responsibilities of Floodplain Administrator and Sec. 1500.24 AE Risk Zones: Special Flood Hazard Areas with base floods determined; and for other purposes.**

(Pages 120-122)

The Planning Commission voted 7-0, recommending approval.

The City of Bentonville participates in FEMA's Community Rating System (CRS) which allows our residents to receive discounts on their flood insurance premium. To participate in the CRS program, the City must exceed the minimum requirements of the National Flood Insurance Program (NFIP). Bentonville currently has a CRS of eight (8). In order to maintain that rating, the Floodplain Regulations must be modified to require that machinery or equipment be elevated to at least one (1) foot above the Base Flood Elevation (BFE) for buildings newly constructed, substantially improved, and/or reconstructed due to substantial damage. Additionally, the Floodplain Administrator is no longer required to notify the State Coordinating Agency when modifications are made to watercourses.

6. An appeal by Verdant Studio, representing Bryce Masterson, to a Planning Commission denial of a Future Land Use Map Amendment from Low-Density Residential to High-Density Residential for property located at 1208 SE D Street. The Planning Commission considered this item on February 21, 2023, and recommended denial by a vote of 4-3. (Pages 123-140)
7. An appeal by Verdant Studio, representing Bryce Masterson, to a Planning Commission denial of a Rezoning Request from R-1, Low-Density Single-Family Residential to DN-3, Downtown High-Density Residential for property located at 1208 SE D Street. The Planning Commission considered this item on February 21, 2023, and recommended denial by a vote of 5-2. (Pages 141-158)
8. Utility Board:
- 8a. Resolution authorizing the Mayor and City Clerk to enter into Addendum #6 to the Wal-Mart Master Development Agreement and approving a budget adjustment related to final engineering, procurement, and construction for the electric upgrades on Hwy 102 and "J" St. required for the WMT Global Home Office for \$3,735,474.50. This item requires a budget adjustment recognizing payment of this expense by Wal-Mart. Approved by Utility Board 4-0. (Pages 159-171)
- 8b. Resolution authorizing the Mayor and City Clerk to enter into a Change Order with Ampirical to perform engineering, procurement, and construction for the electric

- upgrades at Hwy 102 & "J" St. required for the WMT Global Home Office for \$3,735,474.50. This will be paid for by the developer. Approved by Utility Board 4-0. **(Pages 172-175)**
- 8c. Ordinance to enter into an agreement with McLarty Daniel Buick GMC for the purchase of a 2023 GMC Sierra 1500 for \$50,000.00 and waiving the requirements of competitive bidding. This is a budgeted item requiring an emergency clause. Approved by Utility Board 4-0. **(Pages 176-179)**
- 8d. Resolution authorizing the City to add to our agreement with Invoice Cloud to accept Echeck/ACH payments via our Utility Billing website. Approved by Utility Board 4-0. No Budget Adjustment is needed. **(Pages 180-186)**
- 8e. Resolution authorizing the City to add to our agreement with Invoice Cloud to accept PayPal payments via our Utility Billing website. Approved by Utility Board 4-0. No Budget Adjustment is needed. **(Pages 187-194)**
- 8f. Informational - Raftelis final update presentation on Wastewater Rate Study. **(Page 195)**
- 8g. Resolution setting a public hearing for 6:00 PM, Tuesday, April 25, 2023 to hear comments for and against the proposed ordinance addressing wastewater service rates adjustments. The public hearing shall be located in the City Council Chambers at 305 Southwest A Street, Bentonville, Arkansas. Utility Board approved this item 5-0. **(Pages 196-197)**
9. Ordinance to waive competitive bidding and enter into an agreement with Superior Dodge Chrysler Jeep for the purchase of (1) Dodge 2500 4X4 regular cab truck with service body for \$62,725. No budget adjustment is needed. **(Pages 198-202)**
10. Resolution allowing the Mayor and City Clerk to enter into a professional services agreement with Clinard Construction Management for \$70,000.00 as a Construction Manager as Agent for construction management services for the City Cemetery's Columbarium/Committal Shelter project. This is a 2023 budgeted item. No budget adjustment is needed. **(Pages 203-235)**
11. Resolution to award bid IFB-23-27 to Superior Automotive Group of Siloam Springs, AR for the purchase of (3) 2023 Chevrolet Traverse (AWD LS), in the amount \$96,363.00. This is a budgeted item. This was the sole bid. No Budget Adjustment is needed. **(Pages 236-238)**
12. Resolution recognizing a Coronavirus Emergency Supplemental Funding (CESF/COVID-19) DOJ grant reimbursement in the amount of \$37,951.83. This grant was approved in 2022 to purchase specific personal protection equipment as directed on the submission. No budget adjustment needed. **(Pages 239-246)**
13. Resolution approving a budget adjustment to accept a transfer of donations from the Bentonville Animal Service PayPal account, in the amount of \$561.93 for the new Bentonville Animal Services & Adoption Center. A budget adjustment is needed to recognize the donated funds. **(Pages 247-250)**
14. Resolution requesting City Council approval to utilize Federal Aid Transportation Alternatives Program Funds (TAP) for the construction of the Southwest Bentonville Trail, from Morningstar Road to Vendor Boulevard. TAP funding is

available via an 80/20 match program with the City providing a minimum of 20% of the required funding for the project. A budget adjustment is not needed at this time. **(Pages 251-253)**

15. Resolution requesting City Council approval of a grant award and budget adjustment in the amount not to exceed \$13,200.00 to allow six (6) city staff members to participate in an International Study Tour by People for Bikes. A budget adjustment is needed to recognize grant funds. **(Pages 254-260)**
16. Resolution setting a public hearing for April 25, 2023 for an Alley Right of Way Vacation requested for Block 28, Lot 15 of Demings 2nd Addition (VAC23-0006). **(Pages 261-263)**
17. Resolution setting a public hearing for April 25, 2023 for a Street Right of Way Vacation for Block F, Lot 9 of Orchard Addition (VAC23-0007). **(Pages 264-266)**
18. Resolution approving a budget adjustment for costs incurred during the January and February 2023 snow events (please see attachments). A budget adjustment is needed. **(Pages 267-271)**
19. Resolution allowing the Mayor and City Clerk to authorize Agreement Amendment No. 1 with CEI Engineering Associates, Inc. for design services for NW 9th & D St. The cost of this amendment will be \$162,550.00. This is being paid with the 2021 Drainage Bond. No budget adjustment is needed. **(Pages 272-280)**
20. Resolution allowing the Mayor and City Clerk to authorize the purchase of Lot 1, Block 2, Fairfield Addition in Bentonville, Benton County, Arkansas, as shown in Plat Book O at page 351. The cost to purchase this property is \$450,000.00. This is being paid with the 2021 Drainage Bond. No budget adjustment is needed. **(Pages 281-288)**
21. Resolution allowing the Mayor and City Clerk to authorize Agreement Amendment No. 5 with McClelland Consulting Engineers, Inc. for design services for Water Tower Road and 8th Street Extension. The cost of this amendment will be \$443,387.00. This is being paid for with 2017 and 2021 Bond Funds. No budget adjustment is needed. **(Pages 289-295)**
22. Resolution allowing the Mayor and City Clerk to authorize Agreement Amendment No. 3 with McClelland Consulting Engineers, Inc. for design services for Hwy. 71 B / 12th St. / Tiger Blvd. Intersection Improvements. The cost of this amendment will be \$67,658.91. This is being paid for with 2017 and 2021 Bond Funds. No budget adjustment is needed. **(Pages 296-304)**



Agenda Item Form

Date of City Council Meeting	4/10/2023
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):					
Staff presentation of a proposal to reduce speed limits on residential streets from 25 mph to 20 mph.					

Estimated Cost	0
Is this Item Budgeted?	☐ Yes ☐ No
If no, please explain how item will be funded (briefly explain in space below) :	





City Council Agenda Items
For the City Council Meeting of April 11, 2023
From the April 4, 2023 Planning Commission Meeting

1. **Ordinance accepting a Lot Split of Lot 8 of Moberly Corner Addition; creating new Lots 10 & 11 of Moberly Corner Addition to the City of Bentonville, Arkansas; and for other purposes (Project Number: LS23-0003) Southeast S Street & Southeast 28th Street.**

The Planning Commission voted 7-0, recommending approval

A lot split of Lot 8 of Moberly Corner Addition creating new Lots 10 & 11 of Moberly Corner Addition. The Plat dedicates one new utility easement to service the lots. Access is shared between Lot 11 and adjoining property. No right-of-way dedication, variances, or waivers are associated with this plat.

2. **Ordinance accepting a Lot Split of Lots 1 & 2, Block 4 of Lincoln and Rice Addition; creating new Lot 14, Block 4 of Lincoln and Rice Addition to the City of Bentonville, Arkansas; and for other purposes (Project Number: LS22-0005) 105 Northeast I Street.**

The Planning Commission voted 7-0, recommending approval

A property line adjustment of part of existing Lots 1 & 2, Block 4 of Lincoln and Rice Addition creating new Lot 14 (+/-0.72 acres), Block 4 of Lincoln and Rice Addition. Existing right-of-way conforms to the requirements of the Master Street Plan and the plat dedicates a 15' wide public utility easement adjacent to the public right-of-way to serve the newly created lot.

3. **Ordinance accepting a Property Line Adjustment of parts of Lots 22, 23, and 24, Block 3 of Clark's Second Addition; creating new Lot 32, Block 3 of Clark's Second Addition to the City of Bentonville, Arkansas; and for other purposes (Project Number: PLA22-0040) 216 Southwest C Street.**

The Planning Commission voted 7-0, recommending approval.

A property line adjustment of parts of existing Lots 22, 23, and 24, Block 3 of Clark's Second Addition creating new Lot 32 (+/-0.15 acres), Block 3 of Clark's Second Addition. The plat dedicates right-of-way along SW C Street per the requirements of the Master Street Plan and the plat dedicates a 15' wide public utility easement adjacent to the public right-of-way to serve the newly created lot.

4. **Ordinance accepting a Property Line Adjustment of Lot 4 and part of Out Lot 16 of Out Lot Subdivision; creating new Lots 17 and 18 of Out Lot Subdivision to the City of Bentonville, Arkansas; and for other purposes. (Project Number: PLA23-0005) 502 & 504 Northeast 2nd Street.**

The Planning Commission voted 7-0, recommending approval.

A property line adjustment of Lot 4 and a part of Out Lot 16 of Out Lot Subdivision, creating new Lots 17 and 18 of Out Lot Subdivision. The Plat dedicates right-of-way along Northeast 2nd Street as well as a public utility easement adjacent to the right-of-way to serve the newly created lots. No variances or waivers are associated with this plat.

5a. Resolution amending the City of Bentonville Future Land Use Map for a specific area from Low Density Residential to General Commercial; and for other purposes (Project Number: RZ23-0021) 809 & 811 Southwest 3rd Street.

The Planning Commission voted 6-1, recommending approval.

Commissioner Davis voted no because of his concerns around potential redevelopment of the site in the future.

The Future Land Use Plan currently shows this property as Low Density Residential, in which the proposed rezoning and associated conditional use permit (CU23-0008) for a parking lot is not compatible, however the applicant is requesting a Future Land Use Map Amendment to General Commercial. 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.

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

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 C-1, Neighborhood Commercial; and for other purposes. (Project Number: RZ23-0021) 809 & 811 Southwest 3rd Street.

The Planning Commission voted 7-0, recommending approval.

The C-1 District serves residential developments while still maintaining the character of the area. Since C-1 Districts are generally located near Residential Districts, the proximity to Residential areas is appropriate. Further, this property backs the commercial corridor along South Walton Boulevard and is aiming to help alleviate traffic issues along the arterial road. The proposed parking lot through CU23-0008 currently only shows access through the property to the west (Chick-Fil-A) and to the property to the south, the Lumen project currently under construction. There is currently no access shown to Southwest 3rd Street and into the surrounding residential areas. There is a 20-foot landscape buffer between Southwest 3rd Street and the parking lot edge. This request is not consistent with the Future Land Use Map without the approved map amendment. This use should be separated from the neighboring residential uses by fencing or screening. This request would also assist in alleviating traffic congestion along South Walton Boulevard by allowing the applicant to install a two-lane drive thru to allow additional stacking during peak hours of business.

- 6a. Resolution amending the City of Bentonville Future Land Use Map for a specific area from Agriculture to High Density Residential; and for other purposes. (Project Number: RZ23-0022) South Vaughn Road.**

The Planning Commission voted 7-0, recommending approval.

The Future Land Use Plan currently shows this property as Agricultural, in which the proposed rezoning 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 within Priority Area 3, Edge Growth, as identified in Chapter 4 of the Bentonville Community Plan. This area focuses on development in areas proximate to existing infrastructure in order to capitalize on municipal investment that has already taken place.

- 6b. Ordinance changing real estate in the City of Bentonville, Arkansas, from its present zoning classification of A-1, Agricultural to R-3, Medium-High Density Multifamily Residential; and for other purposes (Project Number: RZ23-0022) South Vaughn Road.**

The Planning Commission voted 7-0, recommending approval.

This area was recently requested to be rezoned to C-2, General Commercial (RZ22-0054), but the request was withdrawn by the applicant. The same applicant has come back with a request for rezoning to R-3. The R-3 District is established to provide suitable areas for medium density residential development. Such units would be best located in areas where adequate city facilities existed prior to development or would be provided in conjunction with development, and where a suitable environment for medium density residential development would be available. Such districts could be used in suburban portions of the city as buffer or transitional zones between single-family and other uses not compatible with low density residential development. Traffic may be increased along Vaughn Road if this property is developed, as a lack of nearby services and employment centers would necessitate car travel almost exclusively to and from the property. This request is not consistent with the Future Land Use Map without the approved amendment but is compatible with the neighboring residential uses.

- 7a. Resolution amending the City of Bentonville Future Land Use Map for a specific area from Mixed Use Commercial and Office to Mixed Use Commercial; and for other purposes (Project Number: PRD23-0001) SE 28th Street and SE John Rollow Drive.**

The Planning Commission voted 7-0, recommending approval.

The Future Land Use Plan currently shows this property as Agricultural, in which the proposed rezoning 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 within Priority Area 3, Edge Growth, as identified in Chapter 4 of the Bentonville Community Plan. This area focuses on development in areas proximate to existing infrastructure in order to capitalize on municipal investment that has already taken place.

7b. Ordinance changing real estate in the City of Bentonville, Arkansas, from its present zoning classification of C-2 General Commercial and C-3, Mixed-Use Commercial to PUD, Planned Unit Development; and for other purposes (Project Number: PRD23-0001) SE 28th Street and SE John Rollow Drive.

The Planning Commission voted 7-0, recommending approval.

The primary purpose of a PRD is to enhance the design of a residential development by allowing for flexibility and variation from the established site requirements and development standards of the zoning and subdivision codes. The PRD is a mechanism by which the city may allow for variation in the design and arrangement of structures as well as provide for the coordination of project characteristics with features of a particular site in a manner that is consistent with the public health, safety, and welfare of the community. A PRD allows for innovations and special features in site development, including the locations and type of structures, the conservation of natural features, the conservation of energy, the efficient use of open space, and allowances for housing serving varying price points. The applicant is proposing a Planned Residential Development (PRD) of approximately 5.44 acres consisting of approximately 2,065 sq. ft. of commercial space, 600 sq. ft. Fitness Center and 185 multifamily units (54 studio units, 90 1 bedroom units, and 41 2 bedroom units). The PRD adheres to the minimum open space requirements by allocating 19% of the site to common open space. The PRD provides 217 parking spaces which is a 1:1 ratio.

Having a mix of housing types located near employment and retail centers helps to generally lower traffic and the placement of the buildings closer to the streets and the geographical location of the project at the corner of an arterial street intersection as well as the proximity of the project to the Razorback Greenway all adds to the walkability and bike ability of the area. This request is consistent with the Future Land Use Plan and is consistent with the vision of the Bentonville Community Plan as the property is located within Priority Area 2, Infill, which represent an opportunity to capitalize on existing infrastructure and services to support new development that aligns with existing uses and is compatible with the character of surrounding areas.

8a. Resolution amending the City of Bentonville Future Land Use Map for a specific area from High Density Residential and Residential Estate to Mixed Use Commercial; and for other purposes (Project Number: PUD22-0002) East Central Ave and Battlefield Boulevard.

The Planning Commission voted 7-0, recommending approval.

The Future Land Use Plan currently depicts this property as High Density Residential and Residential Estate. The applicant requests a change to the Mixed-Use Commercial Land Use classification which specifically allows for and encourages Planned Unit Developments. These areas typically 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 2, Infill, as identified in Chapter 4 of the Bentonville Community Plan. This area supports the development of vacant properties already served by infrastructure within the context of existing development.

- 8b. Ordinance changing real estate in the City of Bentonville, Arkansas, from its present zoning classifications of PRD Planned Residential Development, A-1 Agriculture, C-1 Neighborhood Commercial, and R-O Residential Office to PUD, Planned Unit Development; and for other purposes (Project Number: PUD22-0002) East Central Ave and Battlefield Boulevard.**

The Planning Commission voted 7-0, recommending approval.

The primary purpose of a PUD 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) of approximately 7.48 acres consisting of approximately 9,000 square feet of retail space, 40,000 square feet of Class A Office space, a 150-room hotel and 500 multifamily housing units. The PUD adheres to the minimum open space requirements by allocating 20% of the site to common open space. The applicant also states that materials for the project will meet the city standards when the project is submitted for a Large Scale Development. Approximately 940 surface parking spaces are being provided with the PUD.

Having a mix of housing types located near to employment centers helps to lower traffic generally and the placement of the buildings and park along East Central will add to the walkability and bike ability of the area. The applicant has modified the project scope to address some of the concerns presented. Specifically, the applicant has secured the interior parcel and shifted the project west toward Central. The applicant is also proposing to close East Battlefield Blvd. to westerly traffic along the project's southern boundary and to construct a new road from Battlefield along the project's easterly boundary to connect to Central. Any road closure would need City Council approval which could be included in the PUD's approval if City Council eventually approves the project.

The applicant has also terraced the top three floors of the building on the east side of the site to limit the affect the tall structure may have on neighboring properties.

Staff recommends that the applicant include within the project's master site plan the roundabout options studied in the traffic report that provided a higher level of service and provide higher levels of safety. The project is proposed as one phase which means street improvements and the dedication of the associated right of way necessary for the roundabouts must be completed at the same time as the development. Finally, if the Planning Commission approves the project staff recommends that a roundabout or traffic circle be included in the master site plan for the project entry road at the new proposed road.

- 9. Ordinance amending Appendix B Land Development Code, Article 1500 Flood Damage Prevention, Sec. 1500.17 Duties and Responsibilities of Floodplain Administrator and Sec. 1500.24 AE Risk Zones: Special Flood**

Hazard Areas with base floods determined; and for other purposes.

The Planning Commission voted 7-0, recommending approval.

The City of Bentonville participates in FEMA's Community Rating System (CRS) which allows our residents to receive discounts on their flood insurance premium. To participate in the CRS program, the City must exceed the minimum requirements of the National Flood Insurance Program (NFIP). Bentonville currently has a CRS of eight (8). In order to maintain that rating, the Floodplain Regulations must be modified to require that machinery or equipment be elevated to at least one (1) foot above the Base Flood Elevation (BFE) for buildings newly constructed, substantially improved, and/or reconstructed due to substantial damage. Additionally, the Floodplain Administrator is no longer required to notify the State Coordinating Agency when modifications are made to watercourses.



Consent Agenda Items

For the Planning Commission meeting on April 4, 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 10 & 11 of Moberly Corner Addition, Crain Investments LP, Southeast S Street & Southeast 28th Street, C-2, General Commercial, *LS23-0003*

A lot split of Lot 8 of Moberly Corner Addition creating new Lots 10 & 11 of Moberly Corner Addition. The Plat dedicates one new utility easement to service the lot. Access is shared between Lot 11 and adjoining property. No right-of-way dedication, variances, or waivers are associated with this plat.

Property Line Adjustment: Lot 14, Block 4 of Lincoln and Rice Addition, Damon Epps and Erin Mertes, 105 Northeast I Street, DN-1, Downtown Low-Density Residential, *LS22-0005*

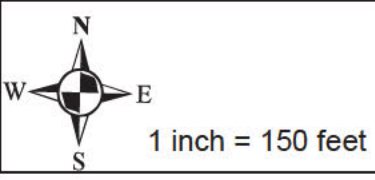
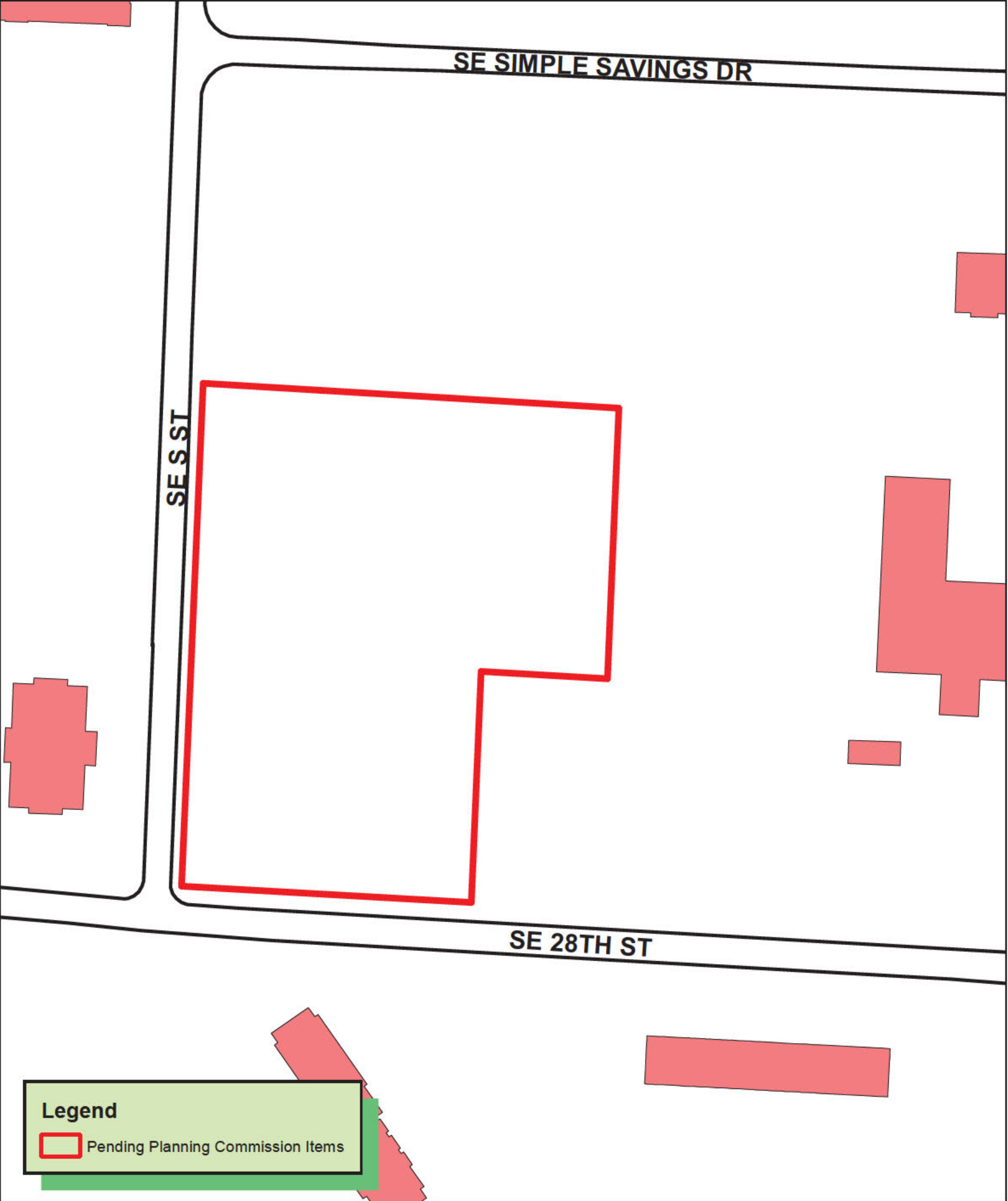
A property line adjustment of part of existing Lots 1 & 2, Block 4 of Lincoln and Rice Addition creating new Lot 14 (+/-0.72 acres), Block 4 of Lincoln and Rice Addition. Existing right-of-way conforms to the requirements of the Master Street Plan and the plat dedicates a 15' wide public utility easement adjacent to the public right-of-way to serve the newly created lot.

Property Line Adjustment: Lot 32, Block 3 of Clark's Second Addition, 216 Southwest C Street, LLC, 214 Southwest C Street, R-1, Low-Density Single Family Residential, *PLA22-0040*

A property line adjustment of parts of existing Lots 22, 23, and 24, Block 3 of Clark's Second Addition creating new Lot 32 (+/-0.15 acres), Block 3 of Clark's Second Addition. The plat dedicates right-of-way along SW C Street per the requirements of the Master Street Plan and the plat dedicates a 15' wide public utility easement adjacent to the public right-of-way to serve the newly created lot.

Property Line Adjustment: Lot 17 & 18 of Out Lot Subdivision, NE2 Properties LLC, 502 & 504 Northeast 2nd Street, R-1, Low-Density Residential, *PLA23-0005*

A property line adjustment of Lot 4 and a part of Out Lot 16 of Out Lot Subdivision, creating new Lots 17 and 18 of Out Lot Subdivision. The Plat dedicates right-of-way along Northeast 2nd Street as well as a public utility easement adjacent to the right-of-way to serve the newly created lots. No variances or waivers are associated with this plat.



LS23-0003 4/4/23
LOT SPLIT
MOBERLY CORNER ADDITION
LOT 8 CREATING LOTS 10-11



ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A LOT SPLIT OF LOT 8 OF MOBERLY CORNER
ADDITION; CREATING NEW LOTS 10 & 11 OF MOBERLY CORNER ADDITION
TO THE CITY OF BENTONVILLE, ARKANSAS; AND FOR OTHER PURPOSES.**

(PROJECT NUMBER: LS23-0003)

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the lot split of Lot 8 of Moberly Corner Addition, creating new Lots 10 & 11 of Moberly Corner Addition, to the City of Bentonville, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on April 4, 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 8 of Moberly Corner Addition creating new Lots 10 & 11 of Moberly Corner 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.

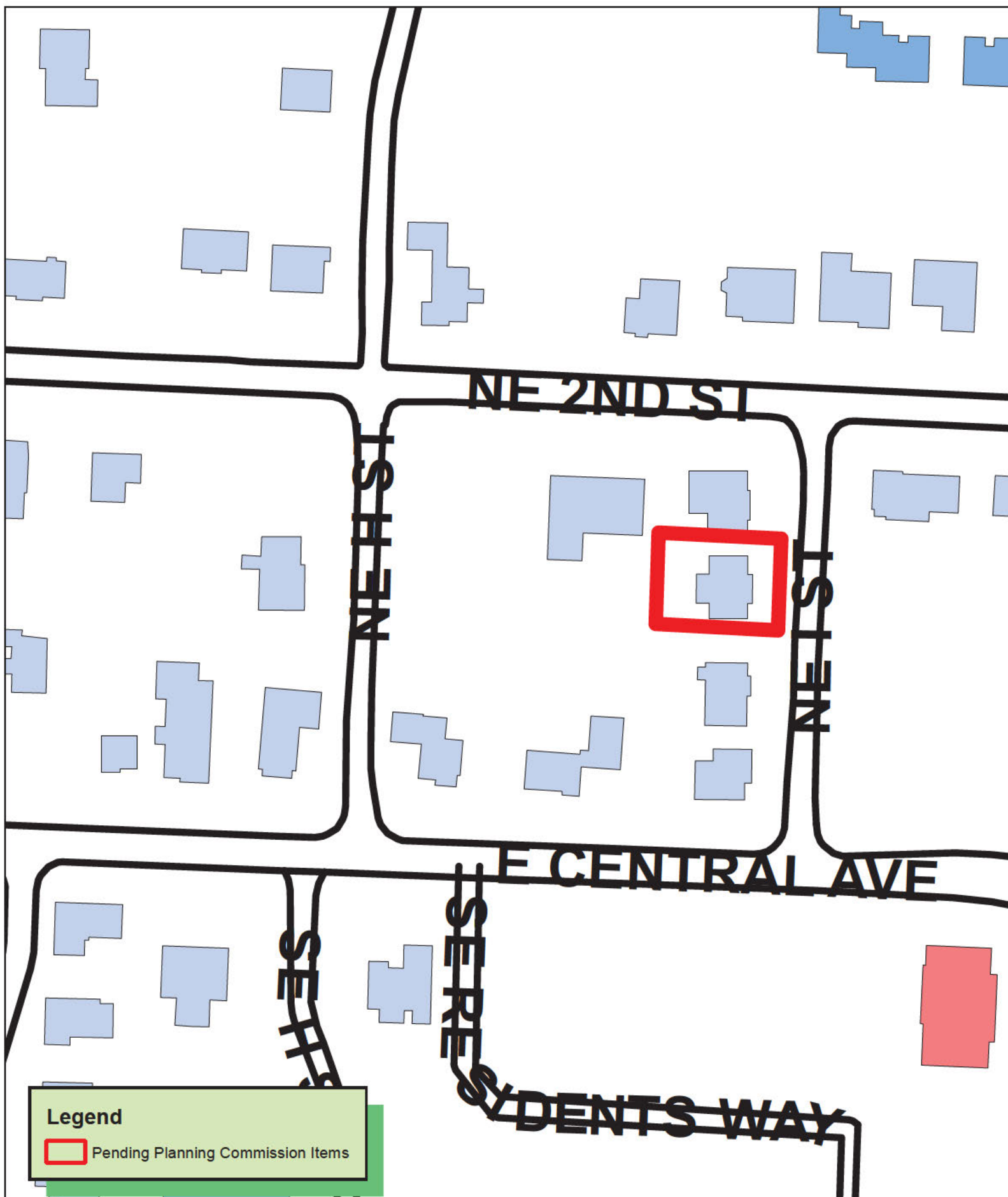
PASSED AND APPROVED this _____ day of _____, 2023

APPROVED:

Stephanie Orman, Mayor

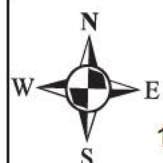
ATTEST:

Kirby Romines, City Clerk



Legend

 Pending Planning Commission Items

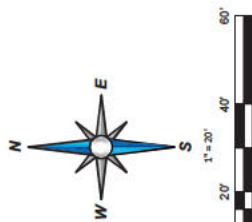


1 inch = 100 feet

LS22-0005
LOT SPLIT
LINCOLN & RICE ADDITION
PART OF LOTS 1-2 BLOCK 4 CREATING LOT 14



**PROPERTY LINE ADJUSTMENT
OF PART OF LOTS 1 & 2, BLOCK 4,
LINCOLN & RICE ADDITION, CREATING LOT 14**



RECORD DESCRIPTION

THE SOUTH 75 FEET OF LOTS 1 AND 2, BLOCK 4, LINCOLN AND RICE ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS.

SURVEY DESCRIPTION

[illegible]

ZONING INFORMATION

CURRENT ZONING: DM-1, DOWNTOWN LOW DENSITY RESIDENTIAL

MISCELLANEOUS NOTES

TAXPAYER RECORDING NUMBER:
00-20N-30N-0-20-320-04-1659

COMPLETED FIELD WORK:
AUGUST 20, 2021

REFERENCE DOCUMENTS:
WARRANTY DEED FILED IN DOCUMENT NO. 96 008975.

SOME FEATURES SHOWN ON THIS PLAT MAY BE SHOWN OUT OF SCALE FOR CLARITY. DIMENSIONS ON THIS PLAT ARE EXPRESSED IN FEET AND DECIMAL PARTS THEREOF. UNLESS OTHERWISE NOTED, MOVEMENTS BE FOUND AT POINTS WHERE INDICATED. THE SURVEYOR HAS BEEN ADVISED THAT THE PLAT IS NOT TO BE USED FOR ANY PURPOSE AS SPECIFICALLY STATED BY ANY OF THE FOLLOWING WHICH MAY BE APPLICABLE TO THE SUBJECT PROPERTY: EASEMENTS, OTHER THAN POSSIBLE EASEMENTS WHICH WERE SUBSTANTIAL AT THE TIME OF SURVEY; RESTRICTIVE COVENANTS, SUBDIVISION RESTRICTIONS OR ANY OTHER LAWS, REGULATIONS, AND ANY OTHER FACTS WHICH AN ACCURATE TITLE SEARCH MAY DISCLOSE.

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

LANDOWNER/DEVELOPER SHALL COORDINATE WITH ALL LOCAL UTILITIES TO ENSURE THAT ALL LOT/AS WATER, SEWER AND ELECTRIC SERVICE.

UTILITY EASEMENTS 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 479-371-3122.

LANDOWNERS SHALL BE THE RESPONSIBILITY OF THE BUILDER/OWNER AT TIME OF BUILDING. THE BUILDER/OWNER SHALL BE RESPONSIBLE FOR OBTAINING NECESSARY TITLE INSURANCE.

FLOOD ZONE INFORMATION

GRAPHIC PLOTTING ONLY. THIS PROPERTY IS IN ZONE "X" OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 08060702053K, WHICH BEARS AN EFFECTIVE DATE OF 08/05/2012 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA.

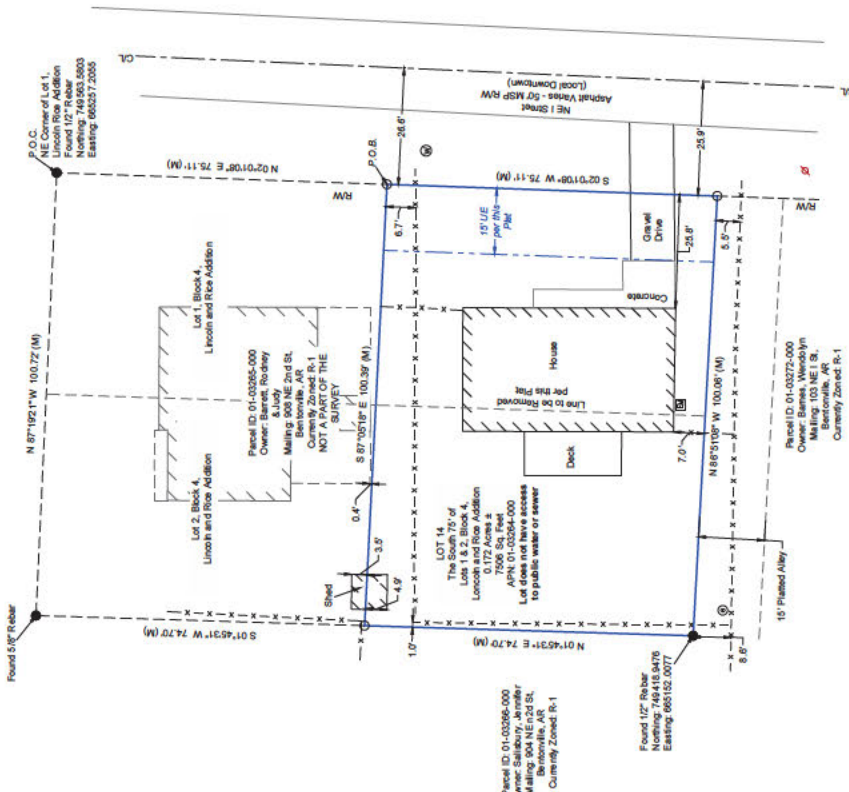
ZONE "X" - AREA OF MINIMAL FLOOD HAZARD, USUALLY DEPICTED ON FRMS AS ABOVE THE 500-YEAR FLOOD LEVEL. ZONE X IS THE AREA DETERMINED TO BE OUTSIDE THE 500-YEAR FLOOD AND PROTECTED BY LEVEE FROM 500-YEAR FLOOD.

BASIS OF BEARING

THE BEARINGS SHOWN HEREON ARE BASED ON GRID NORTH
FOR ARKANSAS COORDINATE SYSTEM, NORTH ZONE, NAD 83.
LATITUDE = 36°22'16.1113"
LONGITUDE = -94°11'48.8537"

UTILITY INFORMATION

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



LEGEND & SYMBOLS

- WILLIAM G. GAGNER, RESIDENT CERTIFY THAT THIS PLAT CORRECTLY REPRESENTS A BOUNDARY SURVEY MADE BY ME AND BOUNDARY MARKERS AND OF CONSIDERATION FROM ACTUAL EXISTING SURVEYS AND RECORDS AND THAT THE SAME COMPLY WITH ALL MINIMUM REQUIREMENTS OF THE ARKANSAS MINIMUM STANDARDS FOR LAND SURVEYS HAVE BEEN MET.
- DATE OF EXECUTION _____
- WILLIAM G. GAGNER
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. AT 6890
STATE OF ARKANSAS
- CERTIFICATE OF FINAL APPROVAL
PURSUANT TO THE BENTONVILLE SUBDIVISION REGULATIONS AND
ALL OTHER CONDITIONS AND APPROVAL HAVING BEEN COMPLETED,
I HEREBY CERTIFY THAT THIS PLAT IS IN FULL COMPLIANCE WITH THE
REQUIREMENTS OF SAID REGULATIONS.
- _____
COUNTY CLERK
- P.O.B.
MSP
- POINT OF BEGINNING
MASTER STREET PLAN
- WATER METER
POWER POLE
GAS METER
- BOUNDARY LINE
EASEMENT LINE
RIGHT-OF-WAY LINE (R/W)
CENTERLINE (C/L)
FENCE LINE
- P.O.C.
[M]
- UTILITY EASEMENT
MEASURED/CALCULATED DIMENSION
FOOT ON MONUMENT (AS NOTED)
SET 54' - REBAR CAPPED "1650 & 1650"

UNDER CERTIFICATE OF FINAL APPROVAL:
PURSUANT TO THE REMTOWNVILLE 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: _____

LAND AREA
7508 ± SQUARE FEET
0.172 ± ACRES

OWNER/DEVELOPER

DAMON EPPS & ERIN MERTES
MAILING ADDRESS: 105 NE I STREET,
BENTONVILLE AR 72712
PHONE: 323-253-3525

CERTIFICATE OF OWNER: 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, PLATTED, AND SUBDIVIDE SAID REAL ESTATE IN ACCORDANCE WITH THIS PLAT AND DO HEREBY DEDICATE TO THE USE OF THE PUBLIC THE STREETS, ALLEYS, DRIVES, EASEMENTS, ETC., AS SHOWN ON SAID PLAT.

DATE OF EXECUTION: _____
SIGNED: _____ NAME & ADDRESS _____
SOURCE OF TITLE: D.R. _____ PAGE _____

I HEREBY CERTIFY THIS TO BE TRUE AND CORRECT
 TO THE BEST OF MY KNOWLEDGE AND BELIEF
 ON THIS THE 15TH DAY OF JANUARY 2025



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



SURVEYOR JOB NUMBER: 21-6034.01	SURVEY DRAWN BY: ANS - 01/31/2022
SURVEY REVIEWED BY: TPN	SCALE: 1" = 20'

FOR THE USE AND BENEFIT OF:
DAMON EPPS & ERIN MERTES

COB PROJECT NO. LS22-0005

ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF LOTS 1 & 2,
BLOCK 4 OF LINCOLN AND RICE ADDITION; CREATING NEW LOT 14, BLOCK 4
OF LINCOLN AND RICE ADDITION TO THE CITY OF BENTONVILLE,
ARKANSAS; AND FOR OTHER PURPOSES.**

(PROJECT NUMBER: LS22-0005)

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the property line adjustment of Lots 1 & 2, Block 4 of Lincoln and Rice Addition; creating new Lot 14, Block 4 of Lincoln and Rice Addition to the City of Bentonville, Benton County, Arkansas was submitted to the Bentonville Planning Commission on April 4, 2023;

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

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

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

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

Section 1: That the property line adjustment of Lots 1 & 2, Block 4 of Lincoln and Rice Addition, creating new Lot 14, Block 4 of Lincoln and Rice Addition to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes;

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

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

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

PASSED AND APPROVED this _____ day of _____, 2023.

APPROVED:

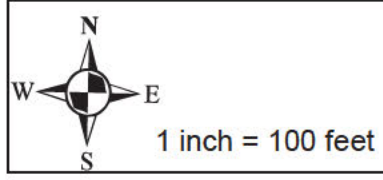
Stephanie Orman, Mayor

ATTEST:

Kirby Romines, City Clerk



Legend
 Pending Planning Commission Items



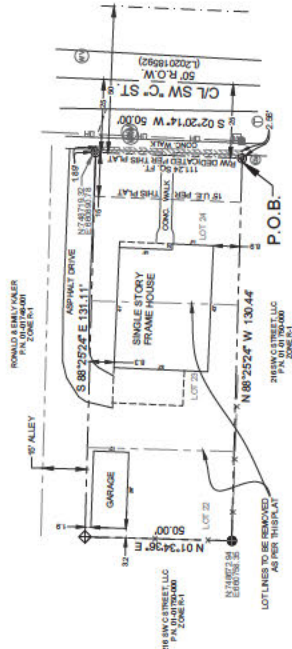
PLA22-0040 4/4/23
PROPERTY LINE ADJUSTMENT
CLARKS 2ND ADDITION
LOTS 22-24 BLOCK 3 CREATING LOT 32



NOTES:

- EXCEPT AS SPECIFICALLY STATED OR SHOWN ON THIS PLAT, THIS 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 THIS SURVEY: BUILDING SETBACK LINES; RESTRICTIVE COVENANTS; SUBDIVISION RESTRICTIONS; ZONING OR OTHER LAND-USE REGULATIONS; AND ANY OTHER FACTS WHICH AN ACCURATE AND CURRENT TITLE COMMITMENT MAY DISCLOSE.
- BASIS OF BEARINGS, ARKANSAS STATE PLANE COORDINATE SYSTEM, NORTH ZONE.
- SURVEY REPRESENTS A BOUNDARY SURVEY OF A PARCEL DESCRIBED IN BENTON COUNTY DEED RECORDS AT PLAT BOOK _____, PAGE _____.
- DECLARATION IS MADE TO ORIGINAL PURCHASER OF THE SURVEY. IT IS NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS.
- THIS SURVEY IS VALID ONLY IF THE DRAWING INCLUDES THE SEAL AND SIGNATURE OF THE SURVEYOR.
- SETBACKS SHALL BE PER THE CURRENT ZONING DISTRICT AS STATED IN THE MOST RECENT CITY OF BENTONVILLE ZONING MAP. VISIT WWW.BENTONVILLEPLANNING.COM OR CALL THE PLANNING DEPARTMENT AT (479) 271-1312.
- SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP, TITLE EVIDENCE, OR ANY OTHER FACTS WHICH AN ACCURATE AND CURRENT TITLE COMMITMENT MAY DISCLOSE.
- SIDEWALKS SHALL BE THE RESPONSIBILITY OF THE BUILDER/OWNER AT TIME OF BUILDING PERMIT ISSUANCE.
- THERE MAY NOT BE FENCES OR ANY OTHER STRUCTURES BUILT IN ANY DRAINAGE EASEMENTS.
- OWNER/DEVELOPER SHALL COORDINATE WITH ALL LOCAL UTILITIES TO INSURE THAT EACH LOT HAS WATER, SEWER AND ELECTRIC SERVICE.
- 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.
- ALL STRUCTURES MUST MAINTAIN MINIMUM OF 20' CLEARANCES FROM ALL ELECTRIC LINES.
- 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 THE PROJECT, WITHOUT ACCESS TO THE SAID MAJOR STREETS.
- THE LOT DOES NOT HAVE DIRECT ACCESS TO PUBLIC SEWER PER CURRENT STANDARDS. IF AN UPGRADE TO THE SERVICE LINE IS REQUIRED, A PUBLIC MAIN EXTENSION WILL BE REQUIRED TO GAIN ACCESS TO PUBLIC SEWER.

PARENT TRACT
LOTS 22, 23 & 24
6.63876 SQ. FT.
0.15 ACRES ±
P.N. 01-0759001
ZONE R-1



PARENT TRACT:

PART OF LOTS 22, 23 AND 24, BLOCK 3, CLARK'S SECOND ADDITION, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS RECORDED IN THE BENTON COUNTY RECORDS.



OWNERSHIP INFORMATION:
216 SW C ST LLC
905 MCCREE ST #139
KANSAS CITY MO 64106

LEGEND:

- FOUND REBAR
- FOUND RAILROAD SPIKE
- SET 1/2\"/>



NEW LOT 32 DESCRIPTION:

PART OF LOTS 22, 23 AND 24, BLOCK 3, CLARK'S SECOND ADDITION, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS:
BEGINNING AT THE SE CORNER OF SAID LOT 24; THENCE N 88°25'24\"/>

FLOOD CERTIFICATION:

I CERTIFY THAT I HAVE EXAMINED THE OFFICIAL FLOOD INSURANCE HAZARD RATE MAP PANEL NO. 5507020561 (EFFECTIVE DATE JUNE 5, 2012) AND FOUND IN THE DESCRIBED PROPERTY HEREON LIES IN ZONE \"X\", AN AREA HAVING NO SPECIAL FLOOD HAZARDS.

CERTIFICATE OF SURVEY ACCURACY:

I, ROBERT J. CASTER, 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, SIZE, TYPE AND MATERIAL ARE CORRECTLY SHOWN AND ALL MINIMUM REQUIREMENTS OF THE ARKANSAS MINIMUM STANDARDS FOR LAND SURVEYS HAVE BEEN MET.

DATE OF EXECUTION _____

SIGNED: _____

REGISTERED LAND SURVEYOR

NO. 1370

STATE OF ARKANSAS

CERTIFICATE OF AUTHORIZATION

COA CERTIFICATE NUMBER: 3049

CERTIFICATE OF OWNERSHIP AND DEDICATION:

WE, THE UNDERSIGNED, OWNERS OF THE REAL ESTATE SHOWN AND DESCRIBED HEREON, DO HEREBY DEDICATE TO THE PUBLIC THE SAID REAL ESTATE WITH THIS PLAT AND DO HEREBY DEDICATE TO THE USE OF THE PUBLIC THE STREETS, ALLEYS, DRIVES, EASEMENTS, ETC. AS SHOWN ON SAID PLAT.

DATE OF EXECUTION _____

PRINT NAME _____

SIGNATURE _____

STATE OF ARKANSAS, COUNTY OF BENTON, SUBSCRIBED AND SWORN BEFORE ME THIS _____ DAY OF _____, 20____.

NOTARY PUBLIC _____

MY COMMISSION EXPIRES _____

CERTIFICATE OF APPROVAL:

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

DATE OF EXECUTION _____

SIGNED _____

PLANNING COMMISSION CHAIRPERSON

DATE OF EXECUTION _____

SIGNED _____

MAYOR, CITY OF BENTONVILLE

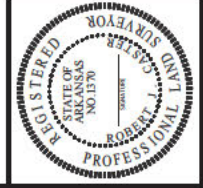
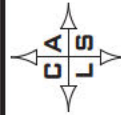
SIGNED _____

CITY CLERK, CITY OF BENTONVILLE

PLA22-0040

CASTER & ASSOCIATES
LAND SURVEYING, INC.

2715 SE 1st Street, Suite 5
Bentonville, AR 72712
(479) 255-4464



SCALE: 1\"/>

PROPERTY LINE ADJUSTMENT
PART LOTS 22, 23 & 24, BLOCK 3
CLARK'S SECOND ADDITION
CREATING LOT 32

214 SW \"C\" STREET
BENTONVILLE, BENTON COUNTY, AR
JOB # _____ DRAWN BY _____ CHECKED BY _____
22-355 ASD
PAGE 1 OF 1

ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF PARTS OF
LOTS 22, 23, AND 24, BLOCK 3 OF CLARK’S SECOND ADDITION; CREATING
NEW LOT 32, BLOCK 3 OF CLARK’S SECOND ADDITION TO THE CITY OF
BENTONVILLE, ARKANSAS; AND FOR OTHER PURPOSES.**

(PROJECT NUMBER: PLA22-0040)

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the property line adjustment of parts of Lots 22, 23, and 24, Block 3 of Clark’s Second Addition; creating new Lot 32, Block 3 of Clark’s Second Addition to the City of Bentonville, Benton County, Arkansas was submitted to the Bentonville Planning Commission on April 4, 2023;

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

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

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

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

Section 1: That the property line adjustment of parts of Lots 22, 23, and 24, Block 3 of Clark’s Second Addition; creating new Lot 32, Block 3 of Clark’s Second Addition to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes;

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

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

OLD WYTHE RD

NE 2ND ST

NE 1ST ST

E CENTRAL AVE

Legend

 Pending Planning Commission Items



1 inch = 100 feet

PLA23-0005 4/4/23
PROPERTY LINE ADJUSTMENT
OUTLOT 16 SUBDIVISION
LOT 4 & PART OF LOT 16 CREATING LOTS 17-18



ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF LOT 4 AND
A PART OF OUT LOT 16 OF OUT LOT SUBDIVISION; CREATING NEW LOTS 17
AND 18 OF OUT LOT SUBDIVISION TO THE CITY OF BENTONVILLE,
ARKANSAS; AND FOR OTHER PURPOSES.**

(PROJECT NUMBER: PLA23-0005)

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the property line adjustment of Lot 4 and a part of Out Lot 16 of Out Lot Subdivision; creating new Lots 17 and 18 of Out Lot Subdivision to the City of Bentonville, Benton County, Arkansas was submitted to the Bentonville Planning Commission on April 4, 2023;

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

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

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

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

Section 1: That the property line adjustment of Lot 4 and a part of Out Lot 16 of Out Lot Subdivision; creating new Lots 17 and 18 of Out Lot Subdivision to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes;

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

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

FUTURE LAND USE MAP AMENDMENT & REZONING STAFF REPORT



Westwood CFA LLC

809 & 811 SW 3rd Street

PC Date: 4/4/2023

Reviewer: Bradley Gavrielides, Planning Technician

Project Number	RZ23-0021
Applicant / Current Owner	Burger Engineering LLC / Westwood CFA LLC
Site Area	+/- 0.36
Current Zoning	R-1, Low Density Single Family Residential
Requested Zoning	C-1, Neighborhood Commercial
Future Land Use Map Designation	Low-Density Residential (LDR)
Requested Future Land Use Map Designation	General Commercial (C)
Related Project(s)	CU23-0008

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

Location Map



Property Description

This request is located along Southwest 3rd Street. The adjacent properties are zoned C-2, General Commercial to the West, C-3, Mixed-use Commercial to the South, R-3, Medium-High Density Multifamily Residential to the east, and R-1, Low Density Residential to the North. The request is along the commercial corridor along the east side of South Walton Boulevard.

Relationship to the Bentonville Community Plan

The Future Land Use Plan currently shows this property as Low Density Residential, in which the proposed rezoning and associated conditional use permit (CU23-0008) for a parking lot is not compatible, however the applicant is requesting a Future Land Use Map Amendment to General Commercial. 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.

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

Public Comment

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

Analysis

The C-1 District serves residential developments while still maintaining the character of the area. Since C-1 Districts are generally located near Residential Districts, the proximity to Residential areas is appropriate. Further, this property backs the commercial corridor along South Walton Boulevard and is aiming to help alleviate traffic issues along the arterial road. The proposed parking lot through CU23-0008 currently only shows access through the property to the west (Chick-Fil-A) and to the property to the south, the Lumen project currently under construction. There is currently no access shown to Southwest 3rd Street and into the surrounding residential areas. There is a 20-foot landscape buffer between

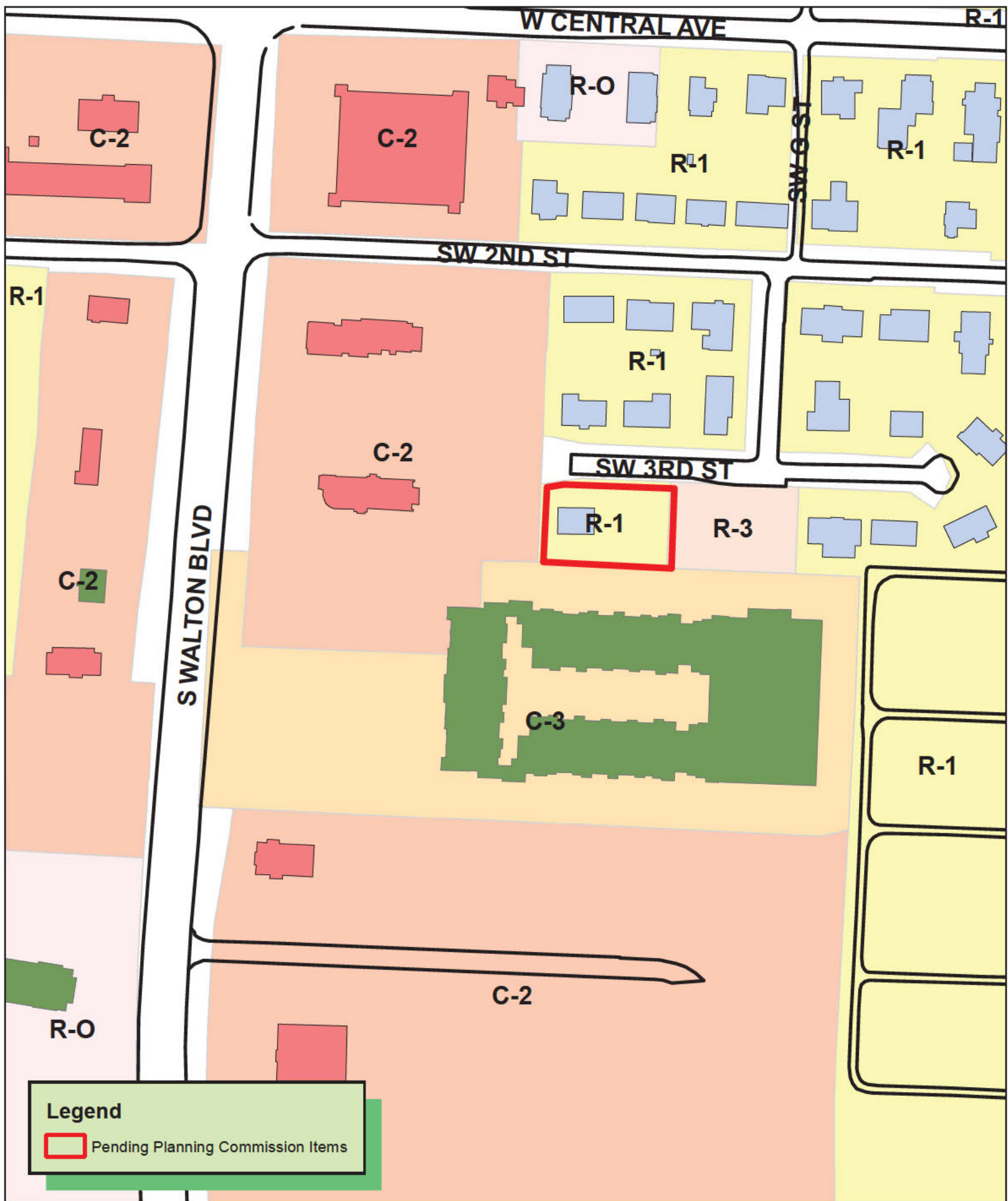
FUTURE LAND USE MAP AMENDMENT & REZONING STAFF REPORT

Southwest 3rd Street and the parking lot edge.

Conclusion

This request is not consistent with the Future Land Use Map without the approved amendment. This use should be separated from the neighboring residential uses by fencing or screening. This request would also assist in alleviating traffic congestion along South Walton Boulevard by

allowing the applicant to install a two-lane drive thru to allow additional stacking during peak hours of business.



RZ23-0021 4/4/23
REZONING R1 TO C1
WESTWOOD SUBDIVISION PHASE 2
LOT 2



B | BURGER ENGINEERING

Civil Consultants

February 13, 2023

City of Bentonville
Planning Department
305 SW A Street
Bentonville, Arkansas 72712

Re: Zoning Case Narrative
Lot 2 – Westwood Subdivision Phase 2
809 & 811 S.W. 3rd Street
Bentonville, Arkansas
B.E. No. 013-363

Please accept this letter as the project narrative for the above referenced zoning case:

- The subject properties are currently zoned R-1 (Single Family Residential) and the proposed zoning is C-1 (Neighborhood Commercial) with a conditional use permit for a parking lot.
- The subject properties also request an amendment to the Future Land Use Map with this zoning request.
- The property is being rezoned for the construction of a remote parking lot to allow Chick-fil-A to expand their existing restaurant and reconfigure the existing parking lot to add a dual lane drive-through.
- The properties are currently owned by Westwood Development Lot B, LLC and Westwood CFA, LLC.
- The proposed zoning will be consistent with properties located along S. Walton Boulevard. The conditional use permit will provide restricted access and parking lot screening for the proposed parking lot.
- The subject property is currently a single family home and a vacant lot and will be redeveloped as a remote parking lot if approved.
- The zoning case will not increase traffic. The zoning case and Chick-fil-A improvements will increase drive-through stacking and traffic circulation for the existing restaurant.
- The only additional signage provided will be traffic signs.
- A conceptual site plan and landscape plan have been provided to illustrate the proposed parking lot layout and screening.
- Water and sanitary sewer service is available from S.W. 3rd Street. Both lines are 8" in diameter.

BRYAN M. BURGER, P.E.

17103 Preston Road, Suite 180N | Dallas, Texas 75248 | Office: 972.630.3360 | Fax: 972.630.3380



NOTICE OF INTENT TO REZONE

Westwood CFA, LLC and Westwood Development Lot B, LLC has requested the Bentonville Planning Commission to set a public hearing date to consider rezoning the following property from

R-1, Low Density Single-Family Residential

to

C-1, Neighborhood Commercial

The legal description of the property is as follows:

See Attached

The common description of the property is: 809 and 811 S.W. 3rd Street

The public hearing will be held 1, 20 at 4:00 p.m. It will be held at 305 S.W. "A" Street.

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

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

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

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

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

Signature and Physical Address

Signature and Physical Address

NOTICE OF INTENT TO REZONE

Westwood CFA, LLC and Westwood Development Lot B, LLC has requested the Bentonville Planning Commission to set a public hearing date to consider rezoning the following property from

R-1, Low Density Single-Family Residential to C-1, Neighborhood Commercial

The legal description of the property is as follows:

See Attached

The common description of the property is: 809 and 811 S.W. 3rd Street

The public hearing will be held April 4, 2023 at 5:00 p.m. It will be held at 305 S.W. "A" Street.

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

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

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

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

☐ I / we have no objections to the rezoning.

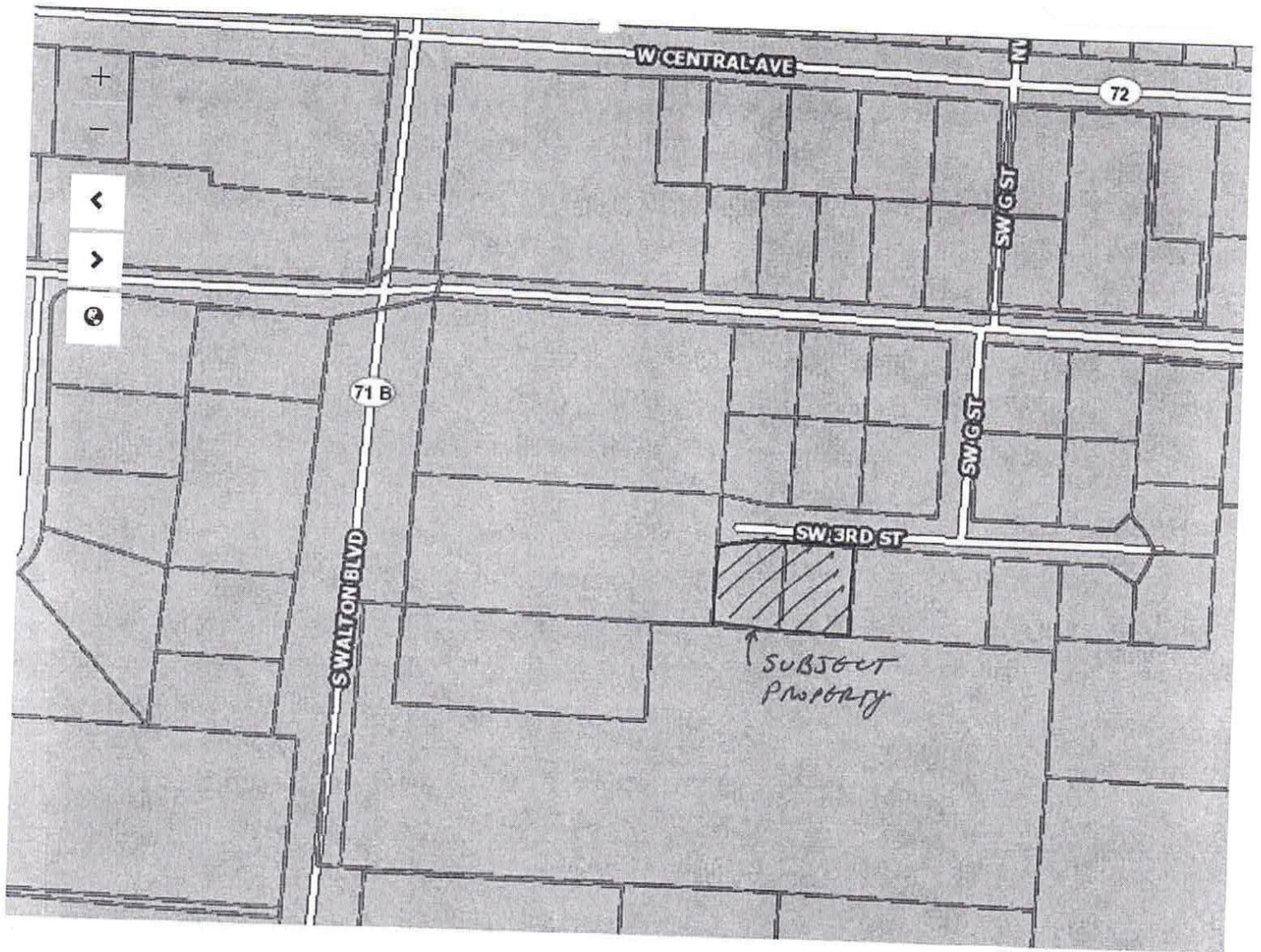
☒ I / we object to the rezoning because:

This will have serious noise
impact on a residential neighborhood.

Signature and Physical Address

BENTONVILLE, AR.

72712



RESOLUTION NO. _____

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

(PROJECT NUMBER: RZ23-0021)

WHEREAS, Westwood CFA, 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 GENERAL COMMERCIAL, which property is described as follows:

BEING ALL OF LOT 2 OF WESTWOOD SUBDIVISION PHASE 2, AS PER PLAT RECORD L202303705 IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF BENTON COUNTY, ARKANSAS

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held April 4, 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 GENERAL COMMERCIAL 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:

ATTEST:

Stephanie Orman, Mayor

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 C-1, NEIGHBORHOOD
COMMERCIAL; AND FOR OTHER PURPOSES.
(PROJECT NUMBER: RZ23-0021)**

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

BEING ALL OF LOT 2 OF WESTWOOD SUBDIVISION PHASE 2, AS PER PLAT RECORD L202303705 IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF BENTON COUNTY, ARKANSAS

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held April 4, 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 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 R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL 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:

Stephanie Orman, Mayor

ATTEST:

Kirby Romines, City Clerk

FUTURE LAND USE MAP AMENDMENT & REZONING STAFF REPORT



Elite Equity Group of Arkansas LLC

South Vaughn Road

PC Date: 4/4/2023

Reviewer: Luke Aitken, Planning Technician

Project Number	RZ23-0022
Applicant / Current Owner	Odyssey Engineering / Elite Equity Group of Arkansas LLC
Site Area	+/- 10.09 Acres
Current Zoning	A-1, Agricultural
Requested Zoning	R-3, Medium-High Density Multifamily Residential
Future Land Use Map Designation	Agriculture (A)
Requested Future Land Use Map Designation	High-Density Residential (HDR)

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

Location Map



Property Description

The property in question is located along South Vaughn Road. The adjacent properties are zoned R-2, Medium Density Two Family and Townhome Residential to the south and west, and A-1, Agriculture and R-1, Low Density Single Family Residential to the North.

Relationship to the Bentonville Community Plan

The Future Land Use Plan currently shows this property as Agricultural, in which the proposed rezoning 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 within Priority Area 3, Edge Growth, as identified in Chapter 4 of the Bentonville Community Plan. This area focuses on development in areas proximate to existing infrastructure in order to capitalize on municipal investment that has already taken place.

Public Comment

At the time of writing this staff report, staff has received public comment on this item. The comments have been included with this report.

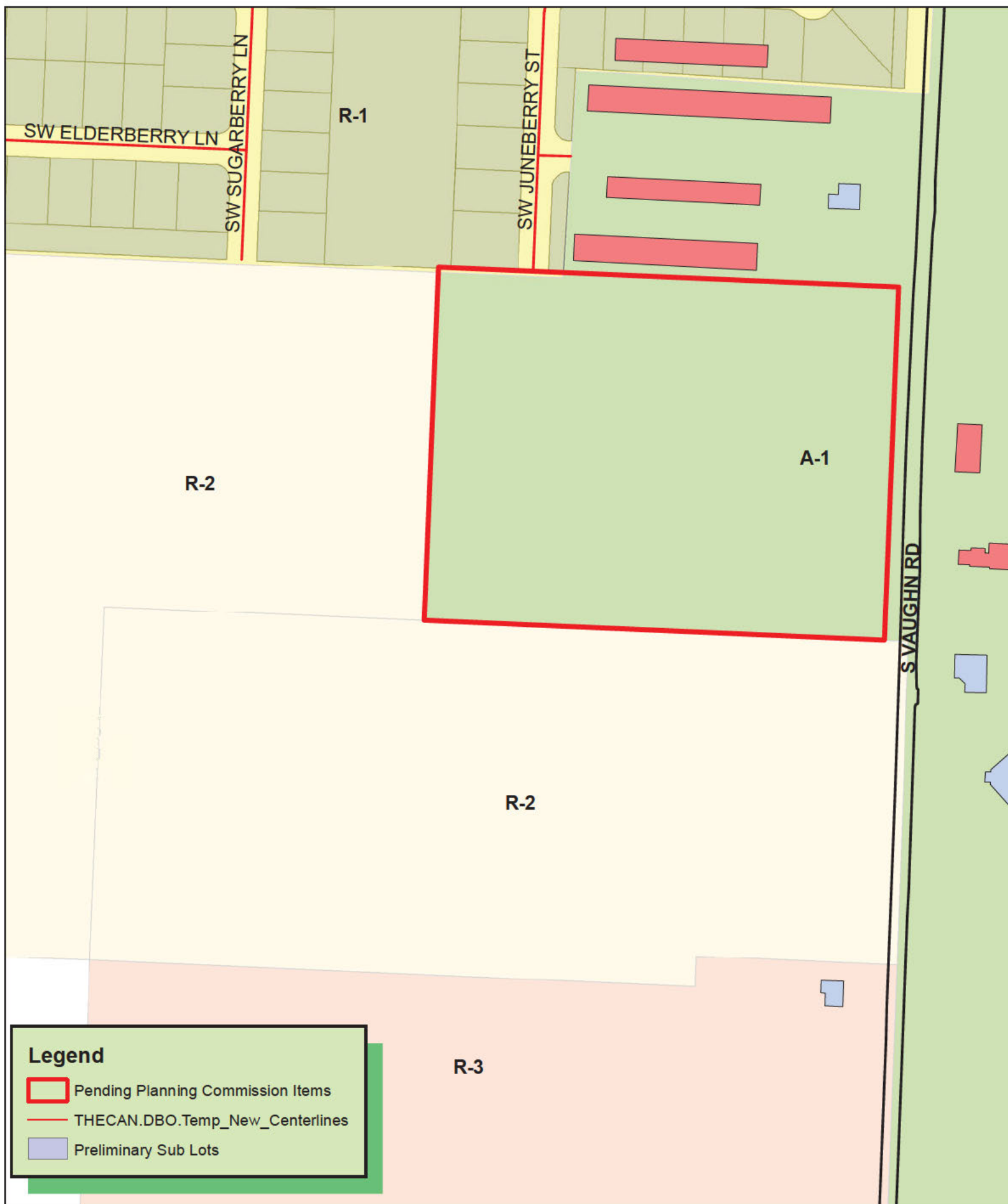
Analysis

This area was recently requested to be rezoned to C-2, General Commercial (RZ22-0054), but the request was withdrawn by the applicant. The same applicant has come back with a request for rezoning to R-3. The R-3 District is established to provide suitable areas for medium density residential development. Such units would be best located in areas where adequate city facilities existed prior to development or would be provided in conjunction with development, and where a suitable environment for medium density residential development would be available. Such districts could be used in suburban portions of the city as buffer or transitional zones between single-family and other uses not compatible with low density residential development. Traffic may be increased along Vaughn Road if this property is developed, as a lack of nearby services and employment centers would necessitate car travel.

almost exclusively to and from the property.

Conclusion

This request is not consistent with the Future Land Use Map without the approved amendment but is compatible with the neighboring residential uses.



RZ23-0022 4/4/23
REZONING A1 TO R3
VIVIAN FARM SUBDIVISION PHASE 2
PART OF LOT 3





February 22nd, 2023

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

RE: Part of Parcel No. 15-19103-000 R-3 Rezoning Narrative

To Whom It May Concern:

Please consider this letter, along with all accompanying documents, as the submittal for the rezoning of a portion of parcel no.15-19103-000, more generally a 10.00-acre property located on the west side of S. Vaughn Road in Bentonville.

Along with the above request, we ask that the City consider amending the future land use map for this area from Agricultural to High-Density Residential.

The property is owned by Elite Equity Group of Arkansas, LLC. It is undeveloped, recently annexed into Bentonville, and the default zoning is A-1 (Agricultural). The owner would like to propose a rezone of this property to R-3 (Medium-High Density Residential) in order to develop the land. Residential zoning in this area is consistent with the surrounding properties.

Additional traffic is anticipated for the proposed commercial development; however, no capacity issues are anticipated on Vaughn Road.

To the east, along Vaughn Road, the property has access to a 12" water main owned by the City of Bentonville. The property also has access to an existing 21" sewer main owned by the City of Centerton on the west side of the property, as well as a Centerton waterline to the north being extended closer to the property via the new McKissick Subdivision.

Included with this letter you will find:

- Property Owner Consent
- Warranty Deed
- Word Doc. of Legal Description
- List of Adjacent Property Owners

Should you have any questions regarding this submittal, please contact us at **479.480.3330** or **ctilley@odysseynwa.com**. We appreciate your time and review of this project and look forward to hearing from you.

Respectfully,

Project Coordinator



479.480.3330



www.odysseynwa.com



117 Parkwood St., Suite 101, Lowell, AR 72745

NOTICE OF INTENT TO REZONE

Elite Equity Group of Arkansas LLC has requested the Bentonville Planning Commission to set a public hearing date to consider rezoning the following property from A-1, Agricultural to R-3, Medium-High Density Multifamily Residential

The legal description of the property is as follows:

Please see attached pages for legal description and exhibit.

The common description of the property is: S. Vaughn Road; east 10-acres of Parcel No. 15-19103-000

The public hearing will be held April 4th, 2023 at 5:00 p.m. It will be held at 305 S.W. "A" Street.

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

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

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

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

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

[Redacted signature area]

[Redacted signature area]

Bentonville, AR 72712

Signature and Physical Address

Signature and Physical Address

RESOLUTION NO. _____

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

(PROJECT NUMBER: RZ23-0022)

WHEREAS, Elite Equity Group of Arkansas, 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 AGRICULTURE to HIGH-DENSITY RESIDENTIAL, which property is described as follows:

PART OF LOT 3 OF VIVIAN FARM SUBDIVISION, PHASE 2, BENTON COUNTY, ARKANSAS ACCORDING TO PLAT INSTR. NO. L202209326, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A FOUND 5/8" REBAR AT THE MOST SOUTHERN CORNER OF SAID LOT 3, THE SAME CORNER BEING THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 19 NORTH, RANGE 31 WEST, FIFTH PRINCIPAL MERIDIAN; THENCE ALONG THE SOUTHERN LINE OF SAID LOT 3 THE FOLLOWING (3) THREE COURSES: 1.) N02°11'24"E 249.21 FEET TO A FOUND 5/8" REBAR; 2.) N02°17'14"E 329.89 FEET TO A FOUND 5/8" REBAR; 3.) S87°30'18"E 524.12 FEET TO A SET 5/8" REBAR WITH CAP PLS 1337 FOR THE POINT OF BEGINNING; THENCE DEPARTING SAID SOUTHERN LINE, N02°19'21"E 578.04 FEET TO A SET 5/8" REBAR WITH CAP PLS 1337 ON THE NORTH LINE OF SAID LOT 3; THENCE ALONG SAID NORTH LINE, S87°30'04"E 753.62 FEET TO A SET 5/8" REBAR WITH CAP PLS 1337; THENCE DEPARTING SAID NORTH LINE, S02°19'21"W 577.99 FEET TO A SET 5/8" REBAR WITH CAP PLS 1337 ON THE SOUTHERN LINE OF SAID LOT 3; THENCE ALONG SAID SOUTHERN LINE, N87°30'18"W 753.62 FEET TO THE POINT OF BEGINNING, CONTAINING 435,600 SQUARE FEET OR 10.00 ACRES, MORE OR LESS, SUBJECT TO ANY EASEMENTS, COVENANTS OR RESTRICTIONS OF RECORD OR FACT.

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held April 4, 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 AGRICULTURE 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:

ATTEST:

Kirby Romines, City Clerk

Stephanie Orman, Mayor

ORDINANCE NO. _____

**AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF
BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING
CLASSIFICATION OF A-1, AGRICULTURAL TO R-3, MEDIUM-HIGH
DENSITY MULTIFAMILY RESIDENTIAL; AND FOR OTHER PURPOSES.
(PROJECT NUMBER: RZ23-0022)**

WHEREAS, Elite Equity Group of Arkansas, LLC, duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present zoning classification of A-1, AGRICULTURAL to R-3, MEDIUM-HIGH DENSITY MULTIFAMILY RESIDENTIAL to be used in accordance with city zoning laws and state laws, which property is described as follows:

PART OF LOT 3 OF VIVIAN FARM SUBDIVISION, PHASE 2, BENTON COUNTY, ARKANSAS ACCORDING TO PLAT INSTR. NO. L202209326, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A FOUND 5/8" REBAR AT THE MOST SOUTHERN CORNER OF SAID LOT 3, THE SAME CORNER BEING THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 19 NORTH, RANGE 31 WEST, FIFTH PRINCIPAL MERIDIAN; THENCE ALONG THE SOUTHERN LINE OF SAID LOT 3 THE FOLLOWING (3) THREE COURSES: 1.) N02°11'24"E 249.21 FEET TO A FOUND 5/8" REBAR; 2.) N02°17'14"E 329.89 FEET TO A FOUND 5/8" REBAR; 3.) S87°30'18"E 524.12 FEET TO A SET 5/8" REBAR WITH CAP PLS 1337 FOR THE POINT OF BEGINNING; THENCE DEPARTING SAID SOUTHERN LINE, N02°19'21"E 578.04 FEET TO A SET 5/8" REBAR WITH CAP PLS 1337 ON THE NORTH LINE OF SAID LOT 3; THENCE ALONG SAID NORTH LINE, S87°30'04"E 753.62 FEET TO A SET 5/8" REBAR WITH CAP PLS 1337; THENCE DEPARTING SAID NORTH LINE, S02°19'21"W 577.99 FEET TO A SET 5/8" REBAR WITH CAP PLS 1337 ON THE SOUTHERN LINE OF SAID LOT 3; THENCE ALONG SAID SOUTHERN LINE, N87°30'18"W 753.62 FEET TO THE POINT OF BEGINNING, CONTAINING 435,600 SQUARE FEET OR 10.00 ACRES, MORE OR LESS, SUBJECT TO ANY EASEMENTS, COVENANTS OR RESTRICTIONS OF RECORD OR FACT.

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held April 4, 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 R-3, MEDIUM-HIGH DENSITY MULTIFAMILY RESIDENTIAL.

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

Section 1: That the above-described real property is hereby changed from its present zoning classification of A-1, AGRICULTURAL to R-3, MEDIUM-HIGH DENSITY MULTIFAMILY 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:

ATTEST:

Stephanie Orman, Mayor

Kirby Romines, City Clerk

PLANNED RESIDENTIAL DEVELOPMENT STAFF REPORT



John Rollow Apartments

Southeast 28th Street and Southeast John Rollow Drive

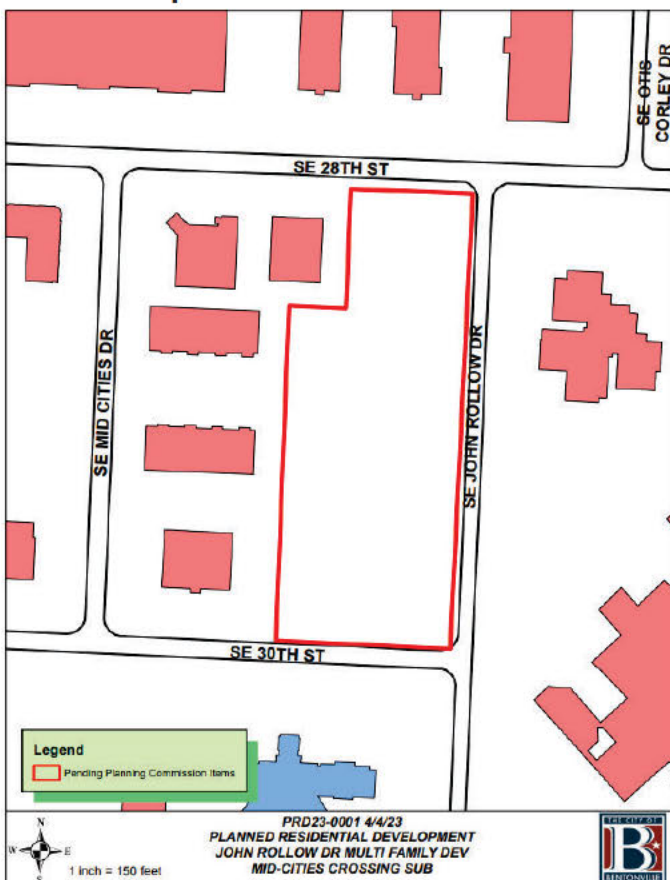
PC Date: 4/4/2022

Reviewer: Jon Stanley, Senior Planner, ASLA, APA

Project Number	PRD23-0001
Applicant	Woodard Seed Farm, LLC
Site Area	+/- 5.44 acres
Current Zoning	C-2, General Commercial and C-3, Mixed-Use Commercial
Requested Zoning	PRD, Planned Residential Development
Future Land Use Map Designation	Mixed Use Commercial (MUC) and Office (O)
Requested Future Land Use Map Designation	Mixed-Use Commercial (MUC)

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

Location Map



Property Description

This property is located at the intersection of Southeast 28th Street and Southeast John Rollow Drive and is currently zoned C-2, General Commercial and C-3, Mixed-Use Commercial.

Relationship to the Bentonville Community Plan

The Future Land Use Plan currently depicts this property as Mixed-Use Commercial and Office. The applicant requests a change of the small portion of the site in the northeast corner to Mixed-Use Commercial which would make all of the property the same land use classification and would encourage Planned Residential Developments with small commercial components. These areas typically 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 2, Infill, as identified in Chapter 4 of the Bentonville Community Plan. This area supports the development of vacant properties already served by infrastructure within the context of existing development.

Public Comment

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

Analysis

The primary purpose of a PRD is to enhance the design of a residential development by allowing for flexibility and variation from the established site requirements and development standards of the zoning and subdivision codes. The PRD is a mechanism by which the city may allow for variation in the design and arrangement of structures as well as provide for the coordination of project characteristics with features of a particular site in a manner that is consistent with the public health, safety, and welfare of the community. A PRD allows for innovations and special features in site development, including the locations and type of structures, the conservation of natural features, the conservation of energy, the efficient use of open space, and allowances for housing serving

PLANNED RESIDENTIAL DEVELOPMENT STAFF REPORT

varying price points.

The intent of the PRD district is to encourage the use of Smart Growth principals and Traditional Neighborhood Design, to provide a variety of housing types and densities available to the general public, and to promote high quality residential developments while allowing greater flexibility in the design of such developments. The PRD shall produce: (1) a maximum choice in the types of environment and living units available to the public; (2) a variety of housing types that effectively meets the varying price points of the community; (3) energy-efficient site design or building features; (4) a minimum of fifteen percent (15%) common, useable open space and recreation areas; (5) a pattern of development which preserves natural features and prevents soil erosion; (6) a creative approach to the use of land and related physical development; (7) efficient use of land resulting in smaller networks of utilities and streets and thereby lowering costs; (8) environment of stable character in harmony with the surrounding development; (9) efficient use of infrastructure, and, (10) high quality architectural design, placement, relationship and orientation of structures.

The applicant is proposing a Planned Residential Development (PRD) of approximately 5.44 acres consisting of approximately 2,065 sq. ft. of commercial space, 600 sq. ft. Fitness Center and 185 multifamily units (54 studio units, 90 1 bedroom units, and 41 2 bedroom units). The PRD adheres to the minimum open space requirements by allocating 19% of the site to common open space.

The PRD provides 217 parking spaces which is a 1:1 ratio. See the applicant's attachments for master plan, elevations, and architectural style.

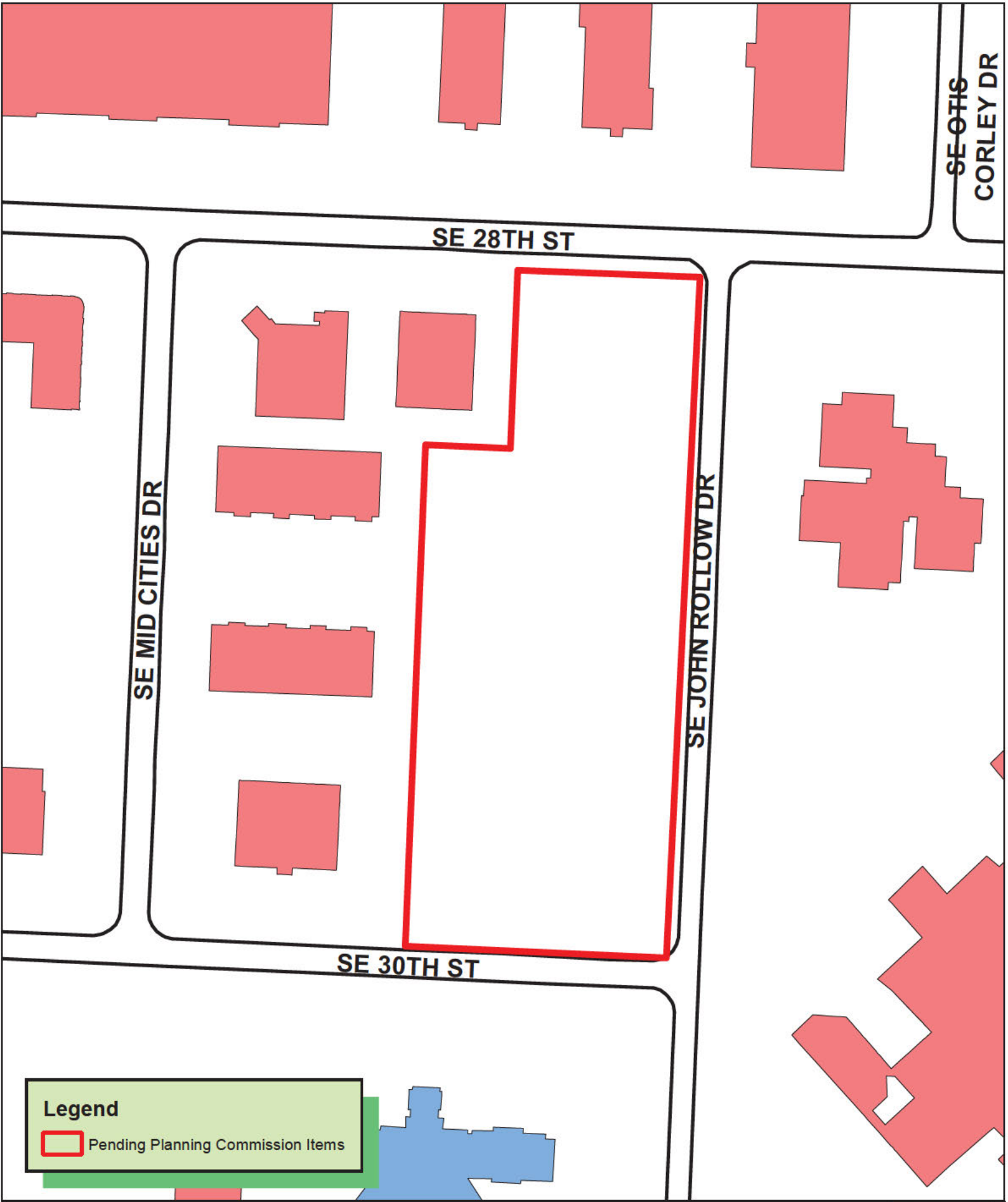
Waivers

At this time there on no waivers requested

Conclusion

Having a mix of housing types located near employment and retail centers helps to generally lower traffic and the placement of the buildings closer to the streets and the geographical location of the project at the corner of an arterial street intersection as well as the proximity of the project to the Razorback Greenway all adds to the walkability and bikeability of the area.

This request is consistent with the Future Land Use Plan and is consistent with the vision of the Bentonville Community Plan as the property is located within Priority Area 2, Infill, which represent an opportunity to capitalize on existing infrastructure and services to support new development that aligns with existing uses and is compatible with the character of surrounding areas.



SE OTIS
CORLEY DR

SE 28TH ST

SE MID CITIES DR

SE JOHN ROLLOW DR

SE 30TH ST

Legend
 Pending Planning Commission Items



1 inch = 150 feet

PRD23-0001 4/4/23
PLANNED RESIDENTIAL DEVELOPMENT
JOHN ROLLOW DR MULTI FAMILY DEV
MID-CITIES CROSSING SUB



PLANNED RESIDENTIAL DEVELOPMENT INTENT

Ecological Design Group (EDG) is pleased to present a proposed Planned Residential Development (PRD) to the City of Bentonville for consideration on behalf of Newell Development. The project is located at SE 28th and John Rollow Dr. It is former farmland that has not previously been developed. This 185 unit, 5.44 acre project will provide much needed housing in a rapidly developing part of Bentonville.

The proposed mixed-use development will provide multiple housing opportunities along with a retail space intended for a locally based tenant. A 12' shared use trail along the SE 28th St. frontage will continue one block east and connect to the Razorback Greenway Trail. Stately architecture adjacent to wide, tree-lined sidewalks will improve walkability and encourage community engagement along the public edges of the site. The site design uses the principles of low impact development to treat stormwater and improve the ecological function of the site, while creating an enhanced amenity experience for residents and pedestrians.

Request for Rezone:

The property is currently zoned C2 General Commercial and C3 Central Commercial. The design team is requesting to rezone to Planned Residential Development (PRD) as a mechanism to allow for flexibility in design and the ability to meet a high-level concept for the property as a whole. Overall, the goal for this property is not only to meet an essential need of housing in the area, but to provide communal spaces that serve as a refuge from the surrounding neighborhood infrastructure.

Specifically, the proposed design will minimize parking on-site and propose high quality building materials that deviate from the current approved list.

Owner

Woodard Seed Farm LLC
3818 Pebble Beach Dr.
Jonesboro AR 72404

Property Information

Address:
SE 28th Street / SE John Rollow Dr.
Bentonville AR 72712

Parcel ID:
01-08132-000
01-08133-000
01-08133-001
01-08133-002
01-08133-003

*Owner proposes to combine parcels

Total Acreage:
5.44 AC

Project Information

Current Zoning:
C2 General Commercial
C3 Central commercial

Proposed Zoning:
PRD

Current Land Use:
Vacant Lot

Proposed Land Use:
Mixed Use (Multi-Family &
Commercial)

Applicant/Representative

Ecological Design Group, Inc. (EDG)
Alex Brown, ASLA
254.495.6045
abrown@ecologicaldg.com

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216 W Birch Street
Rogers, AR 72756
COB project number PRD23-0001

PLANNED RESIDENTIAL DEVELOPMENT INTENT

How the property will adhere to Smart Growth Principles and Traditional Neighborhood Design:

The building layout for this proposed development engages with the public right of way while also creating intimate, sheltered spaces for residents in the interior of the site. SE 28th street, being the more active street between the two street frontages, has a small commercial space with outdoor seating and a storm water pond that acts as a buffer from the busy street. A 12 ft shared use path and 5ft street tree zone provide a 'public zone'. Right of Way improvements along all street frontages include improved sidewalks, street trees, and shared use paths.

At the corner of John Rollow Dr. and SE 30th, one long edge of the building is situated in proximity to the roadway along John Rollow Dr. to create an urban edge with balcony spaces adding life along the sidewalk. Along SE 28th St., a commercial space with a deck looks over a bio-filtration pond filled with native plants.

In addition, the owner is proposing to improve bike connectivity by connecting this site to the Razorback Greenway to the east, in accordance with the future plans for SE 28th St.

Each building within the proposed development is accompanied by a semi-private outdoor courtyard space. These high quality green spaces provide refuge for residents from the surrounding car-centric environment.

How the property will relate to surrounding properties:

The proposed development will feature five buildings that are placed close enough to the property edge along SE 28th St and SE 30th St. to engage the street while leaving enough of a landscape buffer to provide a sense of comfort for residents. Along John Rollow road, a deep landscape buffer will screen the parking lot from the public sidewalk. Due to grading constraints as well as a line of existing overhead power poles, the 10' sidewalk along John Rollow Dr. will be located within the existing property line. The ROW line will be adjusted to include the sidewalk.

The site design was driven primarily by storm water requirements. The site currently provides storm water detention for three adjoining sites. The proposed design retains this existing storm water volume in addition to the increased runoff due to the new development on the site. Storm water is being detained and treated by a series of open basins and underground detention that will be filled with native plants to create an aesthetically pleasing amenity for residents and pedestrians.

The site is surrounded on three sides by a hospital and medical offices with light industrial uses to the north across SE 28th St.

The overall building design takes inspiration from industrial and residential Arkansas vernacular. The buildings offer a formal playfulness by implementing geometries of both industrial structures and historic houses. The building placements on the site and strong integration with the landscape design create intimate, natural exterior spaces. The relation of building to natural landscaping is reinforced using materials with warm earth tones and textures including metal wall panels, fiber cement board and natural stone cladding.

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JOHN ROLLO APARTMENTS

BENTONVILLE, AR

PRD DEVELOPMENT STANDARDS REQUIRED

Allowed Uses:

Primary Residential
Accessory (Commercial)
Accessory (Fitness Center)

Authorized Housing Types:

Multi-Family Dwelling

Common Open Space:

Min. 15 % of Total Project Area

Land Area Per Dwelling Unit:

500 SF of Land Area Per Dwelling Unit

Lot and Area Standards:

Building Setbacks:

Parcel 01-08132-000:

Front:	Min: 20'	Max: None
Side:	Min: 7'	Max: None
Rear:	Min: 20'	Max: None

Remaining Parcels:

Front:	Min: 0'	Max: None
Side:	Min: 0'	Max: None
Rear:	Min: 0'	Max: None

Building

Height:	Min: 0'	Max: 60'
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Lot Size:

Depth:	Min: None	Max: None
Width	Min: None	Max: None

Lot

Coverage:	Min: None	Max: 100%
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Parking and Off-Street Loading:

Minimum spaces per unit: none

STANDARDS PROVIDED

Allowed Uses:

Primary Residential	151,465 SF
Commercial	2,065 SF
Fitness Center	700 SF

Authorized Housing Types:

Multi Family Dwelling	151,465 SF
Studio Units:	54
1 Bedroom Units:	90
2 Bedroom Units:	41
Total Units:	185 (34 units/acre)

Common Open Space:

19% of Total Project Area

Land Area Per Dwelling Unit:

237,029 SF / 185 Units
1,281 SF per Dwelling Unit

Lot and Area Standards:

Building Setbacks:

Parcel 01-08132-000:

Front:	Min: 32'	Max: 34'
Side:	Min: 24'	Max: 24'
Rear	Min: 50'	Max: 130'

Remaining Parcels:

Front:	Min: 14'	Max: 80'
Side:	Min: 20'	Max: 90'
Rear	Min: 80	Max: 80'

Building

Height:	Min: 34'	Max: 49'-8"
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Lot Size:

Depth	Min: 210'	Max: 312'
Width	Min: 615'	Max: 830'

Lot

Coverage:	Max: 24%
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Parking and Off-Street Loading:

209 Spaces per 185 Units
8 Spaces per 2,065 SF of Commercial Space
Total Parking Spaces: 217
Parking Ratio: 1:1.0
(1 space per 1 bed unit, 1.5 spaces per 2 bed unit)

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DESCRIPTION OF COMPLIANCE WITH PRD CRITERIA

Sec 401.11-a1:

A maximum choice in the types of environments and living units available to the public

The proposed development will provide a variety of environments and living units to the Bentonville community.

Building A will feature a mix of studios, one beds, one beds with an office space and two bed unit options. At the ground level of this building are the development's leasing office, a small commercial tenant infill space and several resident amenity spaces which include a cardio fitness room, co-working space and interior bike storage room with a bike maintenance and wash station.

Buildings B and C will contain one and two bedroom apartment units with private garage spaces on half of the first floor.

Buildings D and E are oriented on the site to create a central courtyard space. The buildings will feature a mix of studios, one beds, one beds with an office space and two bed unit options. Dispersed throughout these buildings, there are bike storage spaces and small nook offices as well as a community kitchen and lounge on the ground floor of building D with direct access to the central courtyard.

Sec 401.11-a2:

A variety of housing types that effectively meets the varying price points of the community

This development will provide a variety of dwelling unit types, including studios, one-bedroom, and two-bedroom apartments. Some of the dwelling units will be designed for alternative transportation to help meet our affordability goals. This site is a place where people can live, work, and shop without the need for an automobile.

Sec 401.11-a3:

Energy-efficient site design or building features

This development will create a high-quality building envelope to limit air and moisture infiltration. In addition to utilizing efficient HVAC systems, large operable windows will provide day lighting in the spaces and allow fresh air during temperate times of the year. Ground level units have direct access to communal outdoor gathering areas of varying scales. Walking paths throughout the site plus a connection to the greenway trail promote healthy lifestyle through pedestrian and bicycle transportation.

The client has hired Entegrity Energy Partners for building envelope commissioning in order to identify opportunities to increase energy efficiency in the buildings.

Sec 401.11-a4:

A minimum of fifteen percent (15%) common, useable open space and recreation areas

The proposed development will dedicate approximately 19% open space in the form of pedestrian sidewalks, outdoor courtyards, vegetated / landscape areas and biofiltration ponds.

Sec 401.11-a5:

A pattern of development which preserves natural features and prevents soil erosion

The proposed site is entirely vacant grassland. The majority of the site will be disturbed as part of this development. All disturbed area will be protected and maintained in accordance with Arkansas Department of Environmental Quality (ADEQ) permit requirements.

DESCRIPTION OF COMPLIANCE WITH PRD CRITERIA

Sec 401.11-a6:*A creative approach to the use of land and related physical development*

The site design is organized around two principles: creative storm water use and using architecture to frame communal spaces. A series of biofiltration ponds throughout the site treat storm water while also serving as landscape buffer, programmatic space, and biological habitat. Because the scale and surrounding uses in the neighborhood aren't conducive to pedestrian activity, the buildings have been clustered in such a way to create small, semi private refuge

Sec 401.11-a7:*Efficient use of land resulting in smaller networks of utilities and streets and thereby lowering costs*

The intent of this development is to create a shared-use circulation network and exhibit a pedestrian oriented character with ample open space opportunities offered to the community. The closeness of the buildings will aid in a limited utility network with the most efficient length of utility lines as possible. The amount of parking on site has been determined by studying the utilization rate of parking lots at other multifamily sites in Bentonville. By reducing unnecessary parking spaces the site design frees up more space for amenity areas and ecological function.

Sec 401.11-a8:*Environment of stable character in harmony with the surrounding development*

The design of the site is intended to serve as a bridge between the current state of the neighborhood and the future goals for development in Bentonville. Small building setbacks on John Rollow Dr. and SE 30th St. extend the urban character from downtown Bentonville, while the large open spaces along John Rollow Dr. treat storm water while providing recreational amenities for residents and pedestrians alike. In addition, a new shared use path will provide better connection to the Razorback Greenway.

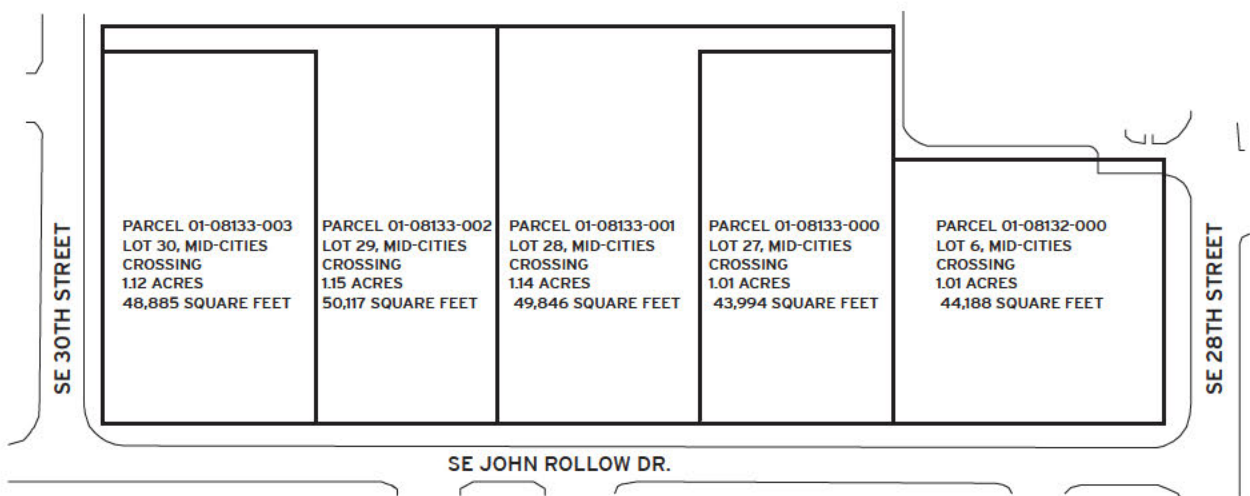
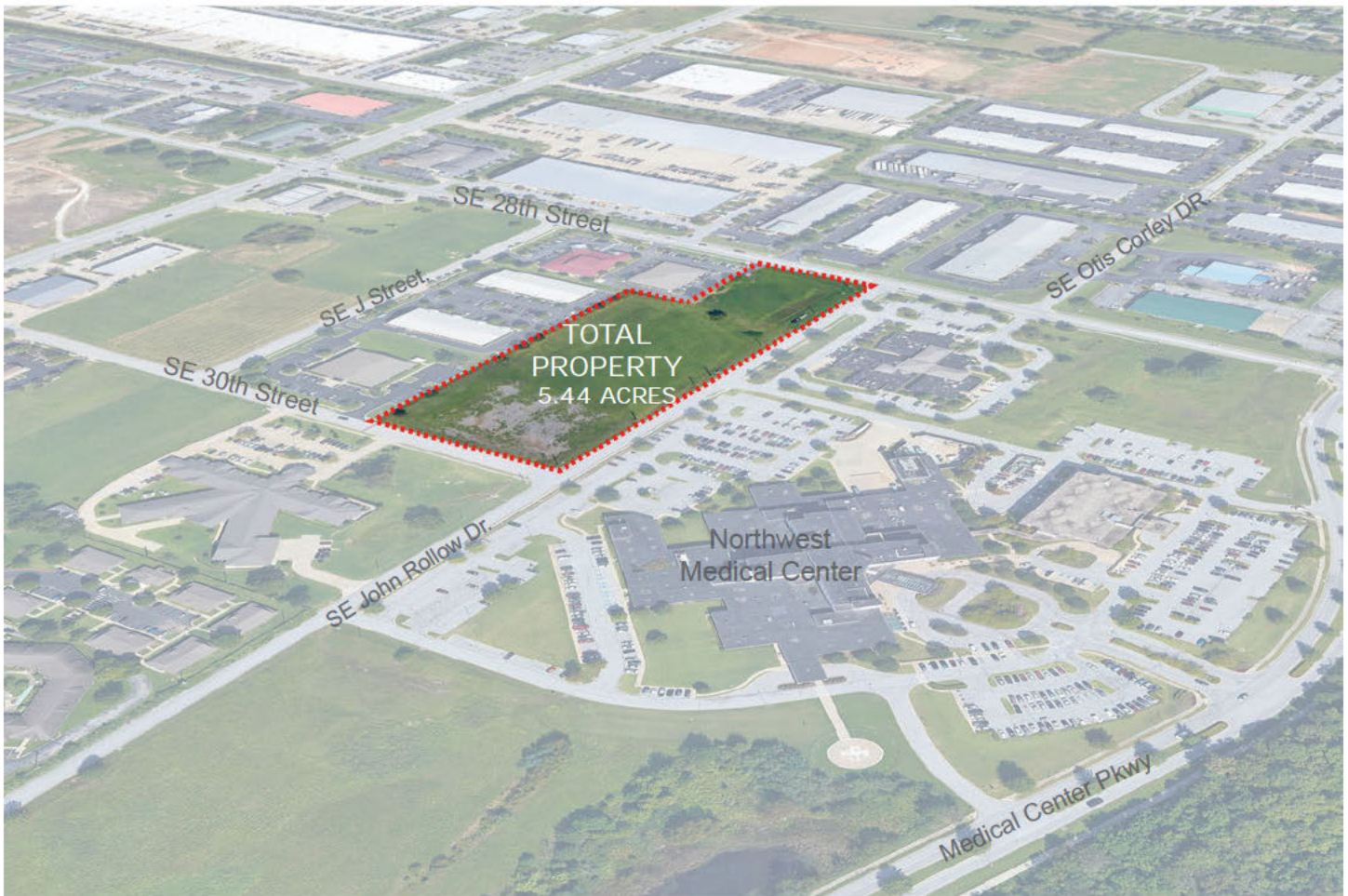
Sec 401.11-a9:*Efficient use of infrastructure*

This development will tie into existing water, sanitary sewer, and overhead electric lines. Storm water ponds and underground detention storage will handle not only on-site runoff but also runoff from several adjacent sites.

Sec 401.11-a10:*High quality architectural design, placement, relationship and orientation of structures*

The overall building design takes inspiration from industrial and residential Arkansas vernacular. The buildings offer a formal playfulness by implementing geometries of both industrial structures and historic houses. The building placements on the site and strong integration with the landscape design create intimate, natural exterior spaces. The relation of building to natural landscaping is reinforced using materials with warm earth tones and textures including metal wall panels, fiber cement board and natural stone cladding.

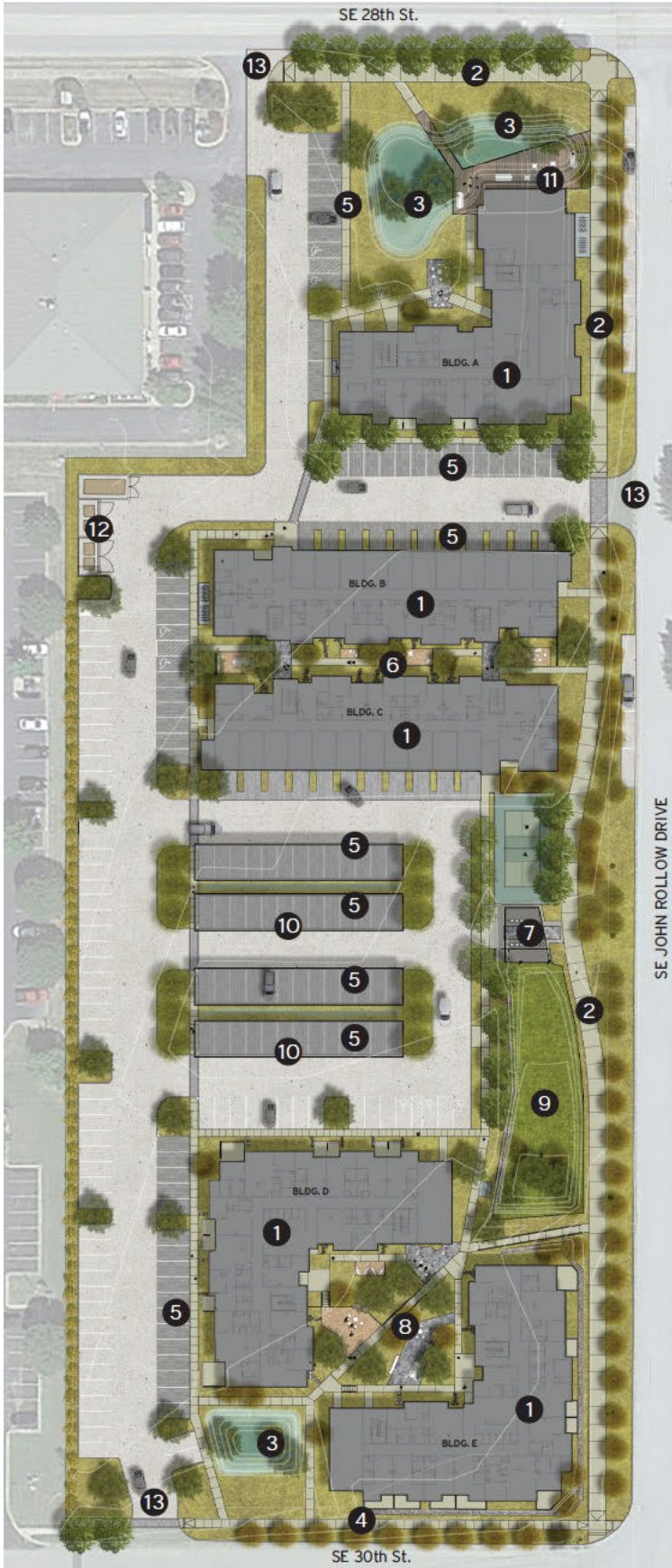
PRD EXTENTS



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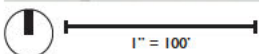
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MASTER PLAN



LEGEND

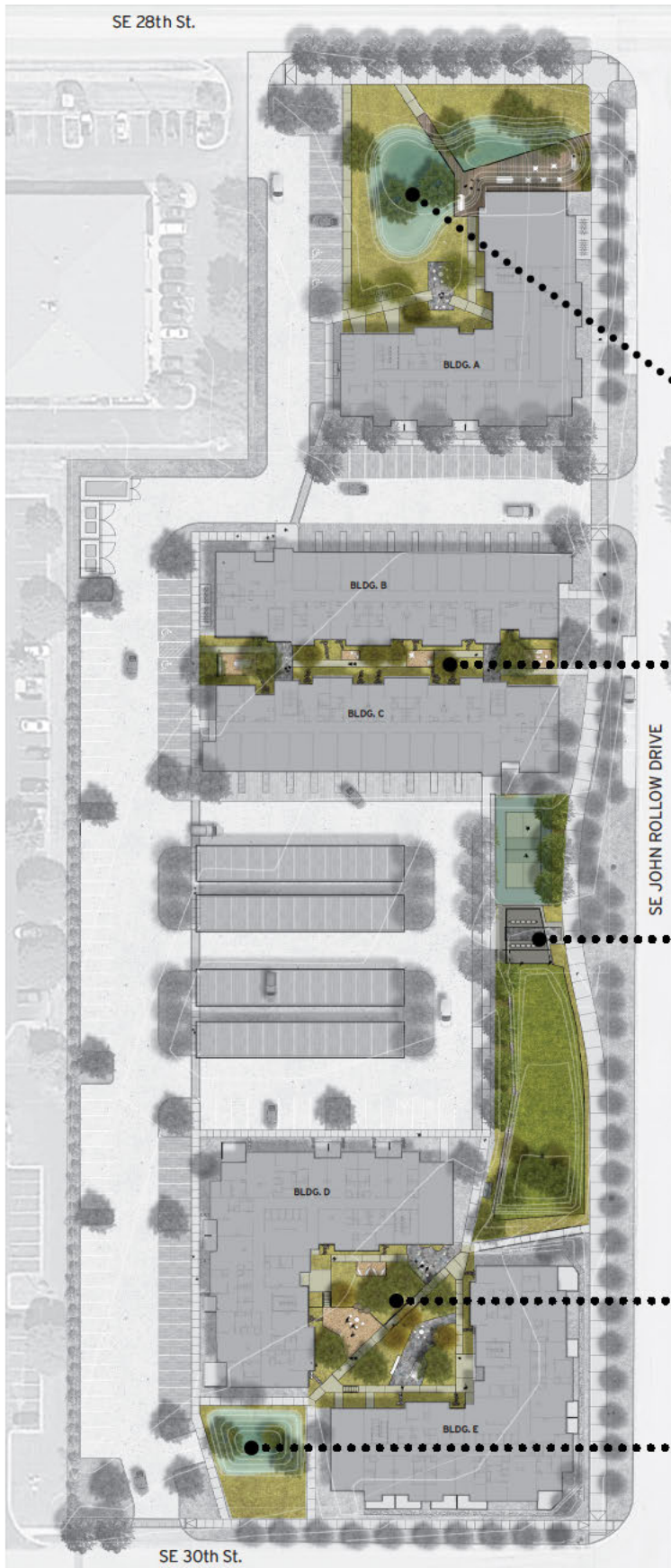
- 1 PROPOSED BUILDING
- 2 SHARED USE PATH
- 3 STORMWATER AREA
- 4 PUBLIC SIDEWALK
- 5 UPGRADED PAVING
- 6 MEWS COURTYARD
- 7 MAIL PAVILION
- 8 SOUTH COURTYARD
- 9 STORM WATER PARK / DOG PARK
- 10 SHADED PARKING
- 11 COMMERCIAL SPACE
- 12 TRASH RECEPTACLES
- 13 TWO-WAY ACCESS DRIVE



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COMMUNAL OPEN SPACE

COMMUNAL OPEN SPACE

TOTAL SITE AREA	237,029 SF
REQUIRED FOR PRD	15% OF SITE (35,534 SF)
PROVIDED	19% OF SITE (45,340SF)

NORTH POND

- STORMWATER BASIN
- DECK WITH SEATING
- FIRE PIT

MEWS COURTYARD

- COMMUNAL PATIO SPACE
- OUTDOOR KITCHEN
- BUILDING ENTRIES

MAIL PAVILION

- MAILBOXES
- PICKLEBALL COURT
- DOG PARK

SOUTH COURTYARD

- OUTDOOR KITCHEN
- COMMUNAL SEATING

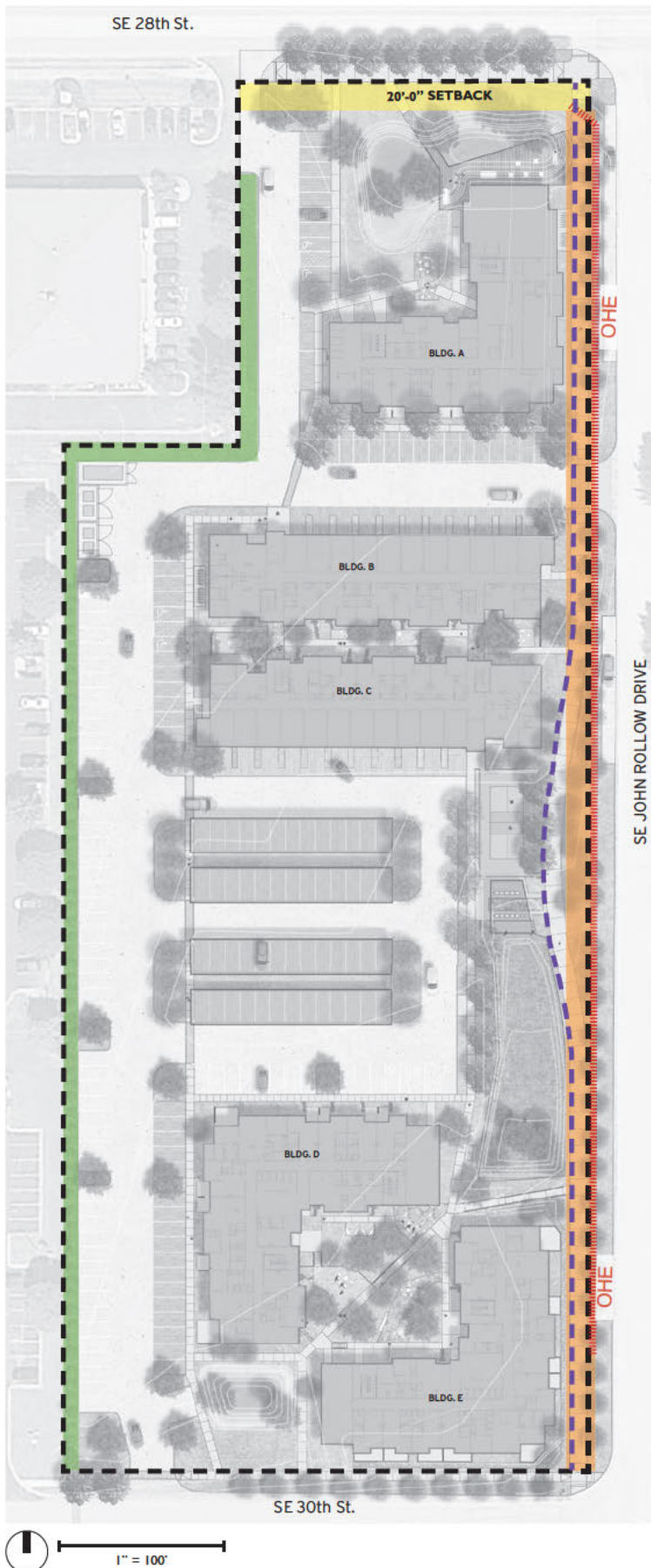
SOUTH POND

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SETBACKS AND CLEARANCES



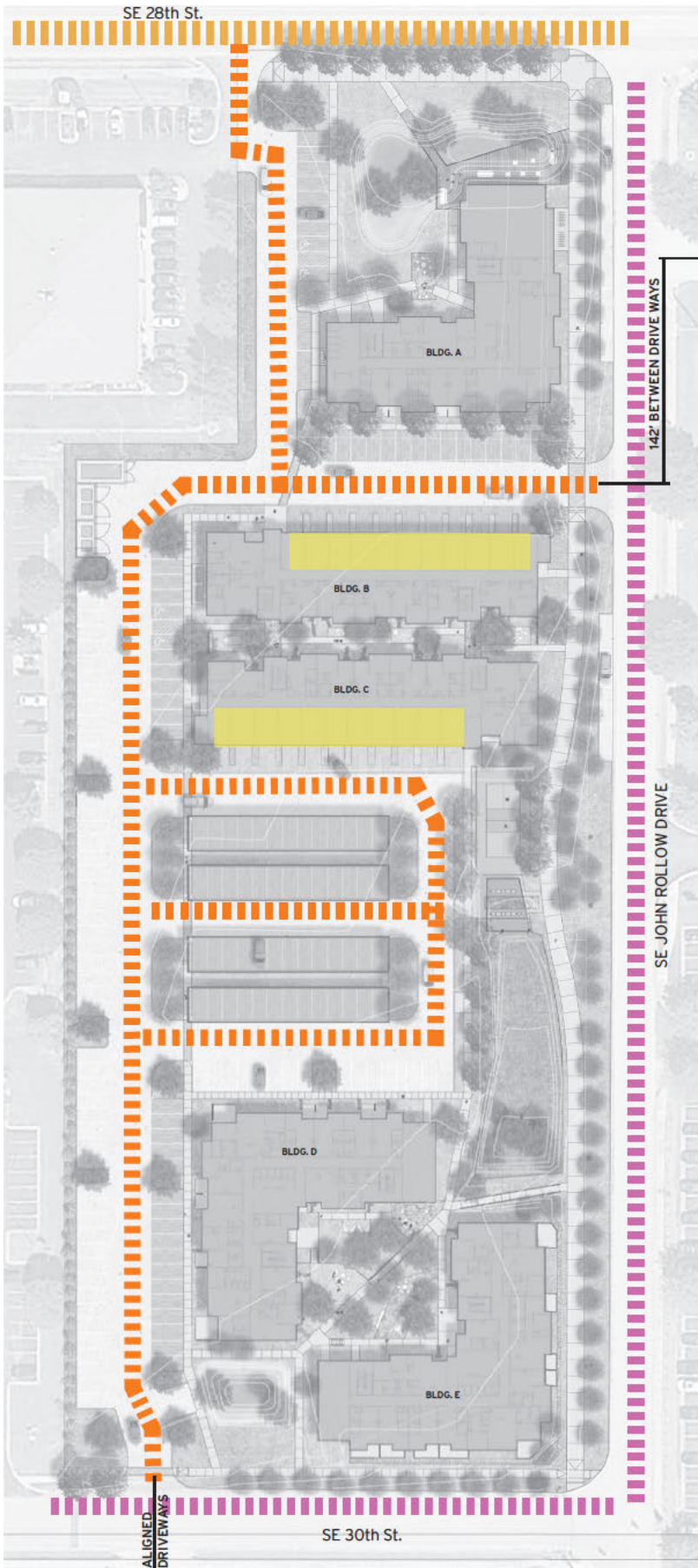
LEGEND

- PROPERTY LINE
- RELOCATED R.O.W. LINE
- 20' SETBACK ALONG 28TH STREET
- EXISTING ELECTRIC OVERHEAD
OHE
- 20' OVERHEAD ELECTRIC
SETBACK
- 7' LANDSCAPE SETBACK

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TRAFFIC CIRCULATION PATTERN

PARKING DATA

MINIMUM PARKING PER UNIT

1 SPACE PER STUDIO UNIT 52 STUDIO UNITS
 $52 \times 1 = 52$
 52 SPACES

1 SPACE PER 1 BED UNIT 56 1 BED UNITS
 $56 \times 1 = 56$
 56 SPACES

1.5 SPACES PER 2 BED UNIT 42 2 BED UNITS
 $42 \times 1.5 = 63$
 63 SPACES

MINIMUM TOTAL $52+56+63 =$
 171 SPACES

PARKING PROVIDED

STANDARD PARKING 169 SPACES
 GARAGE PARKING 22 SPACES
 ADA SPACES 7 SPACES
 ON STREET SPACES 11 SPACES

PARKING PROVIDED TOTAL
 (RESIDENTIAL) 209 SPACES

PARKING RATIO
 PROVIDED/MINIMUM) 1:1.0

COMMERCIAL PARKING 1 SPACE / 250 SF
 $2065 \text{ SF} / 250 \text{ SF}$
 $= 8.2$

8 SPACES PROVIDED

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PEDESTRIAN NETWORK



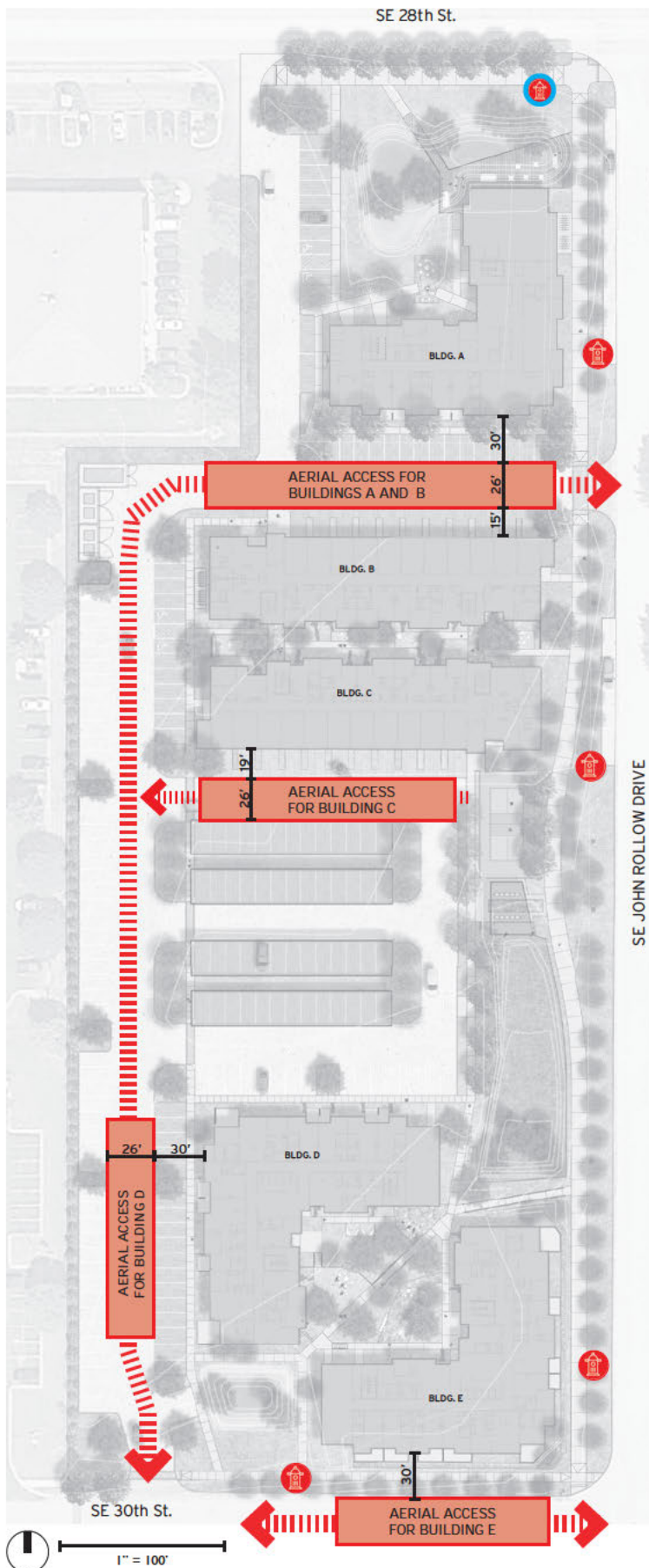
LEGEND

-  PUBLIC SIDEWALK
-  CROSSWALKS
-  SEMI PUBLIC PATHWAYS
-  PRIVATE PATHWAYS

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FIRE ACCESS



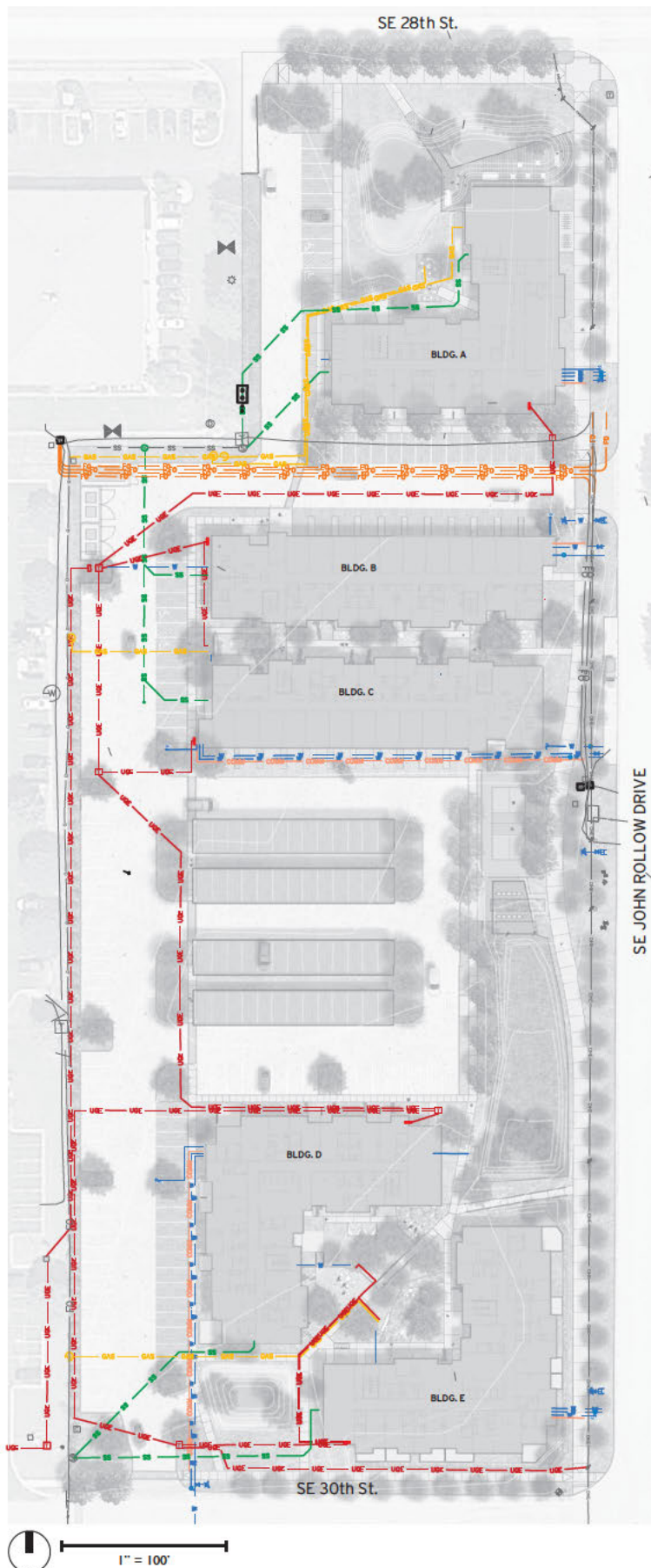
LEGEND

- PROPOSED FIRE HYDRANT LOCATION
- EXISTING FIRE HYDRANT LOCATION
- AERIAL ACCESS TO BUILDINGS
- FIRE TRUCK CIRCULATION PATH

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UTILITY PLAN



LEGEND

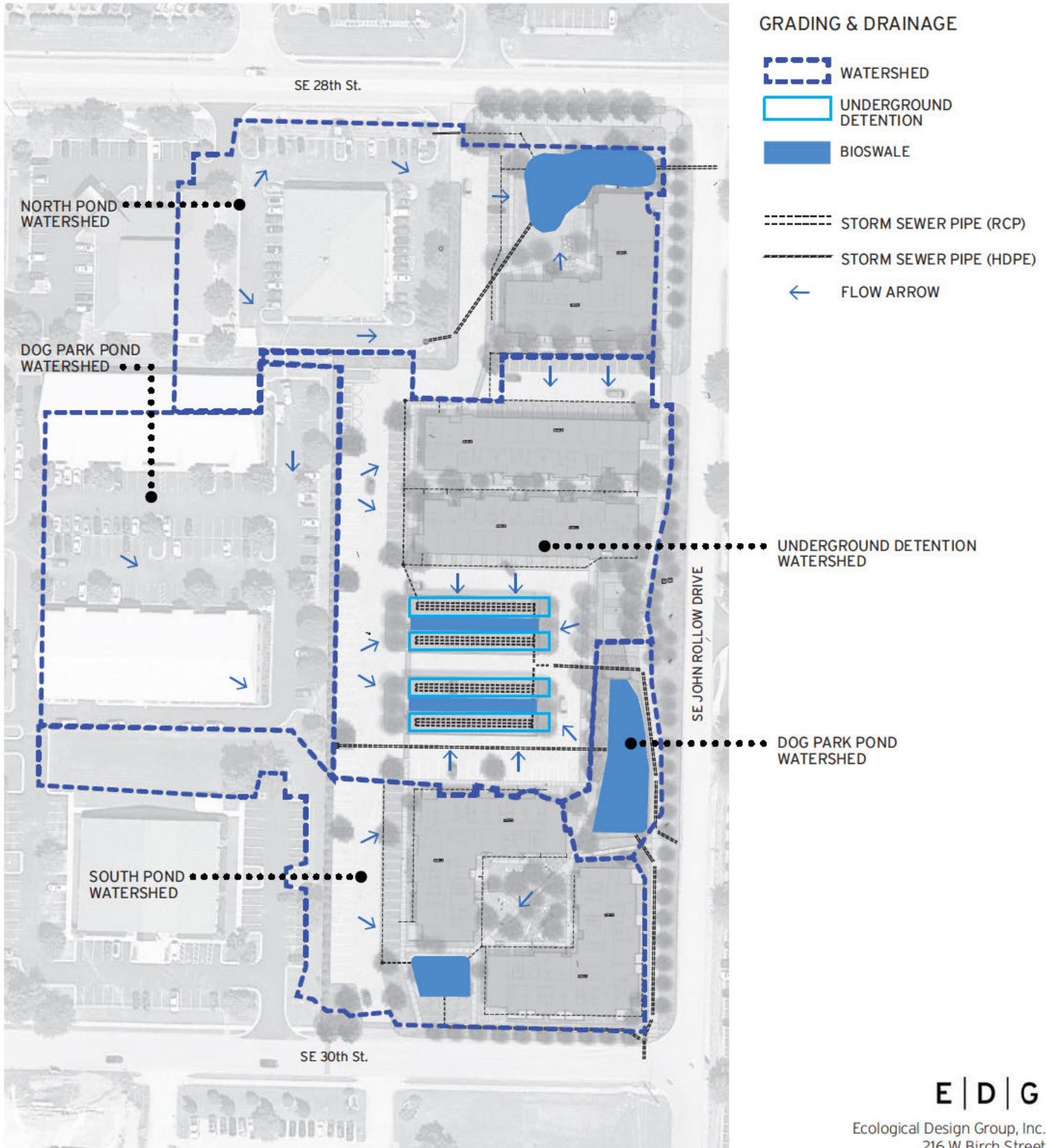
- W — WATER LINE
- ⊗ WATER METER
- ⊗ FIRE DEPARTMENT CONNECTION
- ⊗ FIRE HYDRANT
- ⊗ GATE VALVE
- SS — SANITARY SEWER
- ⊗ SANITARY SEWER MANHOLE
- UGE — UNDERGROUND ELECTRIC LINES
- OHE — OVERHEAD ELECTRIC
- MOUNTED ELECTRIC METER
- ⊗ PAD MOUNTED TRANSFORMER -
- ⊗ POWER POLE
- GAS — GAS LINE
- COMM — COMMUNICATION LINE
- SS — EXISTING SANITARY SEWER
- W — EXISTING WATER LINE
- OHE — EXISTING OVERHEAD ELECTRIC
- GAS — EXISTING GAS LINE
- T — EXISTING TELEPHONE LINE
- ⊗ EXISTING TELEPHONE PEDES-
- ⊗ EXISTING CABLE PEDESTAL
- ⊗ EXISTING WATER METER
- ⊗ EXISTING SANITARY SEWER
- ⊗ EXISTING WATER VALVE
- ⊗ EXISTING GAS METER
- ⊗ EXISTING POWER POLE

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POST DEVELOPMENT DRAINAGE

The proposed site design collects stormwater runoff in a series of open ponds and underground gravel detention basins. This system slows the flow of stormwater, which reduces flash flooding and allows particulates to settle before flowing into Osage Creek. In addition to treating on site stormwater, the proposed design accommodates 3.5 acres of off site runoff from developed parcels to the west.



NOT TO SCALE

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Rogers, AR 72756

COB project number PRD23-0001

ARCHITECTURAL ELEVATIONS

Material calculations:	
TOTAL AREA:	8,834 sf
WINDSCREEN/SCREENS:	1,431 sf 28 %
WET WALLS:	1,362 sf 23 %
WINDSCREENS:	80 sf 1 %
PAVED CONCRETE:	1,402 sf 20 %
WOODS:	107 sf 1 %



BUILDING A - NORTH ELEVATION

Material calculations:	
TOTAL AREA:	9,396 sf
WINDSCREEN/SCREENS:	1,432 sf 21 %
WET WALLS:	1,362 sf 27 %
WINDSCREENS:	80 sf 1 %
PAVED CONCRETE:	1,402 sf 15 %
WOODS:	88 sf 1 %



BUILDING A - EAST ELEVATION

Material calculations:	
TOTAL AREA:	8,879 sf
WINDSCREEN/SCREENS:	1,398 sf 26 %
WET WALLS:	1,328 sf 26 %
WINDSCREENS:	128 sf 2 %
PAVED CONCRETE:	1,392 sf 26 %
WOODS:	83 sf 1 %



BUILDING A - SOUTH ELEVATION

Material calculations:	
TOTAL AREA:	8,883 sf
WINDSCREEN/SCREENS:	1,314 sf 23 %
WET WALLS:	1,362 sf 23 %
WINDSCREENS:	128 sf 2 %
PAVED CONCRETE:	1,322 sf 20 %
WOODS:	158 sf 2 %



BUILDING A - WEST ELEVATION

KEYMAP



E | D | G

Ecological Design Group, Inc.
216 W Birch Street
Rogers, AR 72756
COB project number PRD23-0001

ARCHITECTURAL ELEVATIONS

Material calculations	
TOTAL AREA:	1,927 sf
WINDING/DOORS:	156 sf 8%
WETAL PANEL:	1,188 sf 61%
WINDING:	583 sf 30%
WINDING:	0 sf 0%



BUILDING B - WEST ELEVATION

Material calculations	
TOTAL AREA:	1,927 sf
WINDING/DOORS:	156 sf 8%
WETAL PANEL:	1,188 sf 61%
WINDING:	583 sf 30%
WINDING:	0 sf 0%



BUILDING B - EAST ELEVATION

Material calculations	
TOTAL AREA:	7,422 sf
WINDING/DOORS:	1,136 sf 15%
WETAL PANEL:	2,807 sf 38%
WINDING:	3,480 sf 47%
WINDING:	0 sf 0%



BUILDING B - NORTH ELEVATION

Material calculations	
TOTAL AREA:	7,382 sf
WINDING/DOORS:	1,084 sf 15%
WETAL PANEL:	2,804 sf 38%
WINDING:	3,494 sf 47%
WINDING:	0 sf 0%



BUILDING B - SOUTH ELEVATION

KEYMAP



E | D | G

Ecological Design Group, Inc.
216 W Birch Street
Rogers, AR 72756
COB project number PRD23-0001

ARCHITECTURAL ELEVATIONS

Material calculations	
TOTAL AREA:	1,837 sf
WINDSHIELD/DOORS:	330 sf 18 %
WETIN FLOOR:	1,108 sf 60 %
WINDSHIELD:	887 sf 48 %
WINDSHIELD:	0 sf 0 %
WINDSHIELD:	0 sf 0 %



BUILDING C - WEST ELEVATION

Material calculations	
TOTAL AREA:	1,838 sf
WINDSHIELD/DOORS:	330 sf 18 %
WETIN FLOOR:	1,108 sf 60 %
WINDSHIELD:	887 sf 48 %
WINDSHIELD:	0 sf 0 %
WINDSHIELD:	0 sf 0 %



BUILDING C - EAST ELEVATION

Material calculations	
TOTAL AREA:	7,386 sf
WINDSHIELD/DOORS:	1,880 sf 25 %
WETIN FLOOR:	2,004 sf 27 %
WINDSHIELD:	1,338 sf 18 %
WINDSHIELD:	0 sf 0 %
WINDSHIELD:	1,164 sf 16 %



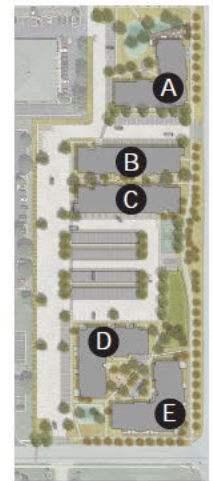
BUILDING C - NORTH ELEVATION

Material calculations	
TOTAL AREA:	7,331 sf
WINDSHIELD/DOORS:	2,284 sf 31 %
WETIN FLOOR:	2,004 sf 27 %
WINDSHIELD:	1,842 sf 25 %
WINDSHIELD:	0 sf 0 %
WINDSHIELD:	170 sf 2 %



BUILDING C - SOUTH ELEVATION

KEYMAP



E | D | G

Ecological Design Group, Inc.
216 W Birch Street
Rogers, AR 72756
COB project number PRD23-0001

ARCHITECTURAL ELEVATIONS

Material calculations:	
TOTAL AREA:	4,758 sf
WALLS/DOORS:	1,586 sf 33%
CEILING FLOOR:	1,126 sf 24%
ROOFING:	1,774 sf 37%
PAINT (CONCRETE):	1,352 sf 28%
WOOD:	770 sf 16%



BUILDING D - WEST ELEVATION

Material calculations:	
TOTAL AREA:	4,880 sf
WALLS/DOORS:	1,586 sf 33%
CEILING FLOOR:	1,126 sf 24%
ROOFING:	1,774 sf 37%
PAINT (CONCRETE):	1,352 sf 28%
WOOD:	770 sf 16%



BUILDING D - EAST ELEVATION

Material calculations:	
TOTAL AREA:	4,873 sf
WALLS/DOORS:	1,586 sf 33%
CEILING FLOOR:	1,126 sf 24%
ROOFING:	1,774 sf 37%
PAINT (CONCRETE):	1,352 sf 28%
WOOD:	770 sf 16%



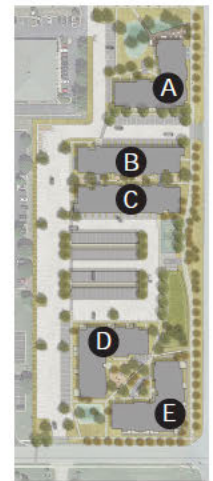
BUILDING D - NORTH ELEVATION

Material calculations:	
TOTAL AREA:	5,214 sf
WALLS/DOORS:	1,586 sf 33%
CEILING FLOOR:	1,126 sf 24%
ROOFING:	1,774 sf 37%
PAINT (CONCRETE):	1,352 sf 28%
WOOD:	770 sf 16%



BUILDING D - SOUTH ELEVATION

KEYMAP



E | D | G

Ecological Design Group, Inc.
216 W Birch Street
Rogers, AR 72756
COB project number PRD23-0001

ARCHITECTURAL ELEVATIONS



BUILDING E - NORTH ELEVATION



BUILDING E - SOUTH ELEVATION



BUILDING E - EAST ELEVATION



BUILDING E - WEST ELEVATION

KEYMAP



E | D | G

Ecological Design Group, Inc.
 216 W Birch Street
 Rogers, AR 72756
 COB project number PRD23-0001

NOTICE OF INTENT TO REZONE

Woodard Seed Farm, LLC _____ has requested the Bentonville Planning Commission to set a public hearing date to consider rezoning the following property from

C-3, Mixed-Use Commercial _____ to PRD, Planned Residential Development _____

The legal description of the property is as follows:

See attached description.

The common description of the property is: John Rollow Dr. Multifamily _____

The public hearing will be held April 4th _____, 20²³ at 5:00 p.m. It will be held at 305 S.W. "A" Street.

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

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

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

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

☐ I / we have no objections to the rezoning.

☐ I / we object to the rezoning because:

Signature and Physical Address

Signature and Physical Address

RESOLUTION NO. _____

**A RESOLUTION AMENDING THE CITY OF BENTONVILLE FUTURE LAND USE MAP FOR
A SPECIFIC AREA FROM OFFICE TO MIXED-USE COMMERCIAL; AND FOR OTHER
PURPOSES.**

(PROJECT NUMBER: PRD23-0001)

WHEREAS, Woodward Seed Farm 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 OFFICE to MIXED-USE COMMERCIAL, which property is described as follows:

TRACT 1: LOT 6, MID-CITIES CROSSING SUBDIVISION, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT RECORDED IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF BENTON COUNTY, ARKANSAS IN PLAT RECORD 23L AT PAGE 13.

TRACT 2: LOT 27 OF MID-CITIES CROSSING SUBDIVISION, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS AS SHOWN ON A LOT SPLIT OF LOT 7 OF MID-CITIES CROSSING SUBDIVISION, FILED FOR RECORD IN/AS DOCUMENT NO. L201824183, AND BEING MORE FULLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NW CORNER OF SAID LOT 7; THENCE S87°25'23 "E 20.00 FEET TO THE POINT OF BEGINNING; THENCE S87°25'23"E 292.48 FEET; THENCE S02°22'49"W 150.00 FEET; THENCE N87°37'18 "W 292.27 FEET; THENCE N02°18'05"E 151.00 FEET TO THE POINT OF BEGINNING, CONTAINING 1.01 ACRES, MORE OR LESS.

TRACT 3: LOT 28 OF MID-CITIES CROSSING SUBDIVISION, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS AS SHOWN ON A LOT SPLIT OF LOT 7 OF MID-CITIES CROSSING SUBDIVISION, FILED FOR RECORD IN/AS DOCUMENT NO. L201824183, AND BEING MORE FULLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NW CORNER OF SAID LOT 7; THENCE S87°25'23 "E 20.00 FEET; THENCE S02°18'05"W 151.00 FEET; THENCE S87°37'18"E 292.27 FEET; THENCE S02°22'49"W 150.00 FEET; THENCE N87°37'11 "W 312.06 FEET; THENCE N02° L 8'05"E 301.07 FEET TO THE POINT OF BEGINNING, CONTAINING 1.14 ACRES, MORE OR LESS.

TRACT 4: LOT 29 OF MID-CITIES CROSSING SUBDIVISION, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS AS SHOWN ON A LOT SPLIT OF LOT 7 OF MID-CITIES CROSSING SUBDIVISION, FILED FOR RECORD IN/AS DOCUMENT NO. L201824183, AND BEING MORE FULLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SW CORNER OF SAID LOT 7; THENCE N02°18'05"E 317.00 FEET; THENCE S87°37'18"E 312.06 FEET; THENCE S02°22'49"W 150.00 FEET; THENCE N87°37'11 "W 291.86 FEET; THENCE S02°18'05"W 167.07 FEET; THENCE N87°25'23"W 20.00 FEET TO THE POINT OF BEGINNING, CONTAINING 1.15 ACRES, MORE OR LESS.

TRACT 5: LOT 30 OF MID-CITIES CROSSING SUBDIVISION, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS AS SHOWN ON A LOT SPLIT OF LOT 7 OF MID-CITIES CROSSING SUBDIVISION, FILED FOR RECORD IN/AS DOCUMENT NO. L201824183, AND BEING MORE FULLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SW CORNER OF SAID LOT 7; THENCE S87°25'23 "E 20.00 FEET TO THE POINT OF BEGINNING; THENCE N02°18'05"E 167.07 FEET; THENCE S87°37'11 "E 291.86 FEET; THENCE S02°22'49"W 168.07 FEET; THENCE N87°25'23"W 291.63 FEET TO THE POINT OF BEGINNING, CONTAINING 1.12 ACRES, MORE OR LESS. SUBJECT TO ALL EASEMENTS, COVENANTS, RESTRICTIONS, RESERVATIONS AND RIGHTS OF WAY OF RECORD. SUBJECT TO ALL PRIOR MINERAL RESERVATIONS AND OIL AND GAS LEASES.

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held April 4, 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 OFFICE to MIXED-USE COMMERCIAL 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:

ATTEST:

Stephanie Orman, Mayor

Kirby Romines, City Clerk

**AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE,
ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF C-2, GENERAL
COMMERCIAL AND C-3, MIXED-USE COMMERCIAL TO PRD, PLANNED
RESIDENTIAL DEVELOPMENT; AND FOR OTHER PURPOSES.**

(PROJECT NUMBER: PRD23-0001)

WHEREAS, Woodward Seed Farm LLC duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present zoning classification of C-2, GENERAL COMMERCIAL and C-3, MIXED-USE COMMERCIAL to PRD, PLANNED RESIDENTIAL DEVELOPMENT to be used in accordance with city zoning laws and state laws, which property is described as follows:

TRACT 1: LOT 6, MID-CITIES CROSSING SUBDIVISION, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT RECORDED IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF BENTON COUNTY, ARKANSAS IN PLAT RECORD 23L AT PAGE 13.

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TRACT 3: LOT 28 OF MID-CITIES CROSSING SUBDIVISION, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS AS SHOWN ON A LOT SPLIT OF LOT 7 OF MID-CITIES CROSSING SUBDIVISION, FILED FOR RECORD IN/AS DOCUMENT NO. L201824183, AND BEING MORE FULLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NW CORNER OF SAID LOT 7; THENCE S87°25'23 "E 20.00 FEET; THENCE S02°18'05"W 151.00 FEET; THENCE S87°37'18"E 292.27 FEET; THENCE S02°22'49"W 150.00 FEET; THENCE N87°37'11 "W 312.06 FEET; THENCE N02° L 8'05"E 301.07 FEET TO THE POINT OF BEGINNING, CONTAINING 1.14 ACRES, MORE OR LESS.

TRACT 4: LOT 29 OF MID-CITIES CROSSING SUBDIVISION, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS AS SHOWN ON A LOT SPLIT OF LOT 7 OF MID-CITIES CROSSING SUBDIVISION, FILED FOR RECORD IN/AS DOCUMENT NO. L201824183, AND BEING MORE FULLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SW CORNER OF SAID LOT 7; THENCE N02°18'05"E 317.00 FEET; THENCE S87°37'18"E 312.06 FEET; THENCE S02°22'49"W 150.00 FEET; THENCE N87°37'11 "W 291.86 FEET; THENCE S02°18'05"W 167.07 FEET; THENCE N87°25'23"W 20.00 FEET TO THE POINT OF BEGINNING, CONTAINING 1.15 ACRES, MORE OR LESS.

TRACT 5: LOT 30 OF MID-CITIES CROSSING SUBDIVISION, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS AS SHOWN ON A LOT SPLIT OF LOT 7 OF MID-CITIES CROSSING SUBDIVISION, FILED FOR RECORD IN/AS DOCUMENT NO. L201824183, AND BEING MORE FULLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SW CORNER OF SAID LOT 7; THENCE S87°25'23 "E 20.00 FEET TO THE POINT OF BEGINNING; THENCE N02°18'05"E 167.07 FEET; THENCE S87°37'11 "E 291.86 FEET; THENCE S02°22'49"W 168.07 FEET; THENCE N87°25'23"W 291.63 FEET TO THE POINT OF BEGINNING, CONTAINING 1.12 ACRES, MORE OR LESS. SUBJECT TO ALL EASEMENTS, COVENANTS,

RESTRICTIONS, RESERVATIONS AND RIGHTS OF WAY OF RECORD. SUBJECT TO ALL PRIOR MINERAL RESERVATIONS AND OIL AND GAS LEASES.

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held April 4, 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 C-2, GENERAL COMMERCIAL and C-3, MIXED-USE COMMERCIAL to PRD, PLANNED RESIDENTIAL 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 of C-2, GENERAL COMMERCIAL and C-3, MIXED-USE COMMERCIAL to PRD, PLANNED RESIDENTIAL 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:

ATTEST:

Stephanie Orman, Mayor

Kirby Romines, City Clerk

PLANNED UNIT DEVELOPMENT STAFF REPORT



Central & Battlefield

East Central Ave and Battlefield Boulevard

PC Date: 4/4/2022

Reviewer: Tom Adler

Project Number	PUD22-0002
Applicant	Uncommon Developers
Site Area	+/- 7.48 acres
Current Zoning	PRD, A-1, C1 and R-O
Requested Zoning	PUD, Planned Unit Development
Future Land Use Map Designation	High Density Residential & Residential Estate
Requested Future Land Use Map Designation	Mixed-Use Commercial (MUC)

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

Location Map



Property Description

This property is located at the intersection of East Central Avenue and East Battlefield Boulevard.

Relationship to the Bentonville Community Plan

The Future Land Use Plan currently depicts this property as High Density Residential and Residential Estate. The applicant requests a change to the Mixed-Use Commercial Land Use classification which specifically allows for and encourages Planned Unit Developments. These areas typically 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 2, Infill, as identified in Chapter 4 of the Bentonville Community Plan. This area supports the development of vacant properties already served by infrastructure within the context of existing development.

Public Comment

At the time of writing this staff report, staff has received public comment on this item. Many comments centered on drainage and traffic. Additional comments at the March 21, 2023, Planning Commission meeting concerned impacts on schools, affordable housing, construction noise, and concerns about the location, scale, and height of the proposed project.

Analysis

The primary purpose of a PUD 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 PUD should produce: (1) a maximum choice in the types of environment and living units available to the public; (2) common open space and recreation areas; (3) a pattern of development which preserves natural features and prevents soil erosion; (4) a creative approach to the use of land and related physical development; (5) an efficient use of land resulting in smaller networks of utilities and streets and thereby lowering costs; (6) internally located commercial uses that serve surrounding residential areas; and,

PLANNED UNIT DEVELOPMENT STAFF REPORT

(7) an environment of stable character in harmony with the surrounding development.

The applicant is proposing a Planned Unit Development (PUD) of approximately 7.48 acres consisting of approximately 9,000 square feet of retail space, 40,000 square feet of Class A Office space, a 150-room hotel and 500 multifamily housing units. The PUD adheres to the minimum open space requirements by allocating 20% of the site to common open space. The applicant also states that materials for the project will meet the city standards when the project is submitted for a Large Scale Development.

Approximately 940 surface parking spaces are being provided with the PUD. See the applicant's attachments for master plan, elevations, and architectural style.

Waivers

At this time there on no waivers requested.

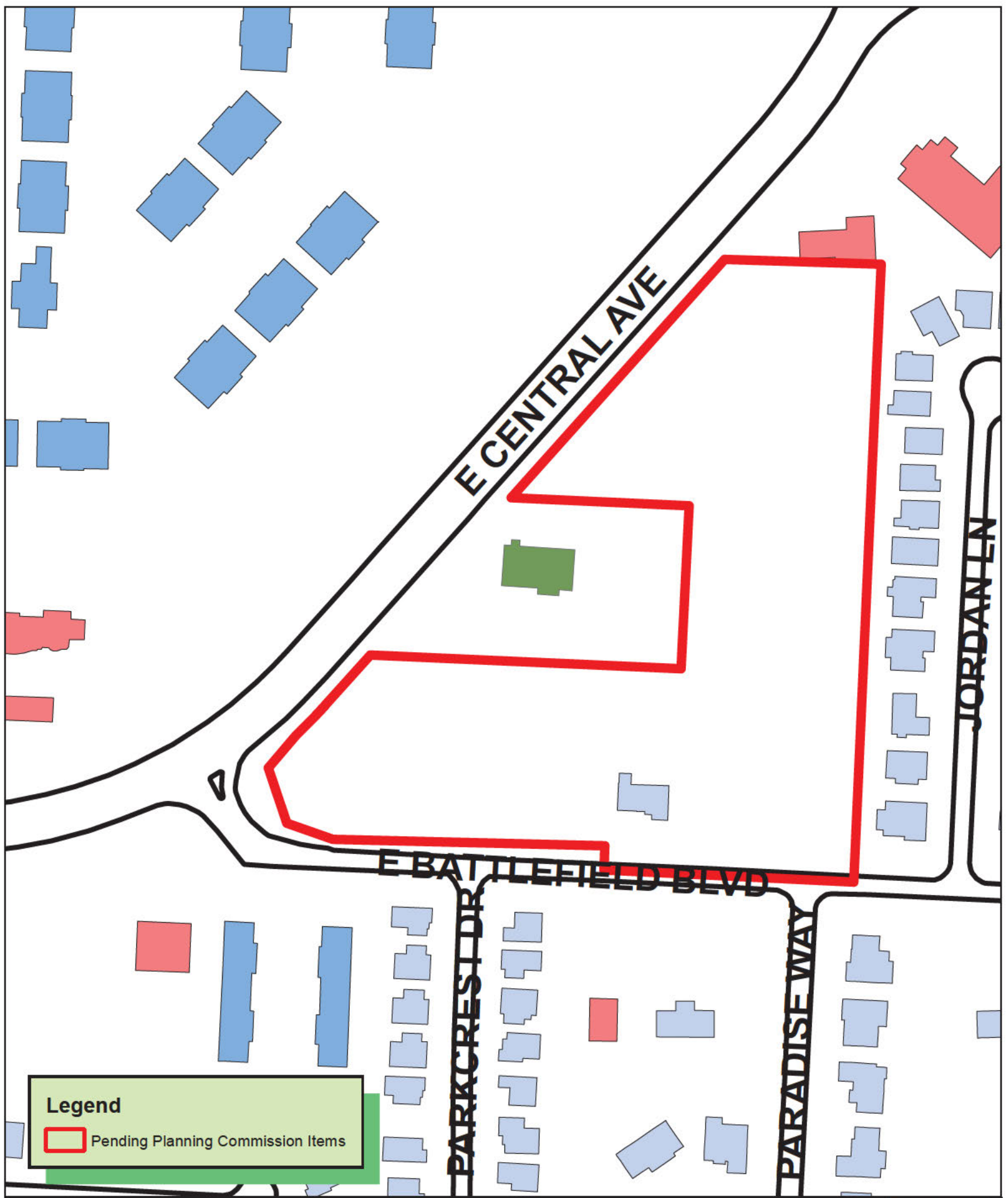
Conclusion

Having a mix of housing types located near to employment centers helps to lower traffic generally and the placement of the buildings and park along East Central will add to the walkability and bikeability of the area. The applicant has modified the project scope to address some of the concerns presented. Specifically, the applicant has secured the interior parcel and shifted the project west toward Central. The applicant is also proposing to

close East Battlefield Blvd. to westerly traffic along the project's southern boundary and to construct a new road from Battlefield along the project's easterly boundary to connect to Central. Any road closure would need City Council approval which could be included in the PUD's approval if City Council eventually approves the project.

The applicant has also terraced the top three floors of the building on the east side of the site to limit the affect the tall structure may have on neighboring properties.

Staff recommends that the applicant include within the project's master site plan the roundabout options studied in the traffic report that provided a higher level of service and provide higher levels of safety. The project is proposed as one phase which means street improvements and the dedication of the associated right of way necessary for the roundabouts must be completed at the same time as the development. Finally, if the Planning Commission approves the project staff recommends that a roundabout or traffic circle be included in the master site plan for the project entry road at the new proposed road.



Legend

 Pending Planning Commission Items

 1 inch = 150 feet

PUD22-0002 4/4/2023 PLANNED
UNIT DEVELOPMENT CENTRAL
& BATTLEFIELD



PUD Submission #5 February 27, 2022

PUD22-0002



Central + Battlefield : Bentonville, Arkansas

TEAM

Developer:

Uncommon Developers

16380 Roscoe Boulevard
Van Nuys, California 91406
818.517.5343

Opher Benrimon

opher@uncommondevelopers.com

Architect:

Modus Studio

15 N. Church Ave #102
Fayetteville, AR 72701
479.455.5577

Chris Baribeau, AIA

chris@modusstudio.com

Civil Engineer:

McClelland Consulting Engineers

1580 E Stearns St.
Fayetteville, AR 72703

Nathan Streett, PLA

nstreett@mce.us.com

Surveyor:

Anderson Engineering

5311 Village Pkwy
Rogers, AR 72758

Nikolay Nedkov, PLS

nnedkov@ae-inc.com

drone photo of existing site



Narrative

1

Planned Unit Development Intent.

Uncommon Developers, Modus Studio, and McClelland Consulting Engineers are pleased to submit this mixed-use Planned Unit Development to the City of Bentonville.

This project seeks to address the ongoing housing crisis in Northwest Arkansas by occupying a formerly suburban, but increasingly urban infill site that is bound by robust infrastructure and general connectivity for pedestrians, cyclists and motorists. This project will provide neighborhood retail, class-A office space, high-end hospitality rooms, and much-needed housing within the growing context of Bentonville. The project will enhance the quality of walkable urban life and strike a balance for livable proximity to the major workcenters, schools, trails, and cultural amenities that define the Northwest Arkansas community.

81

The PUD encompasses an original **8.73 acre** site that is bound by Central Avenue on the Northwest and Battlefield Boulevard on the South. However, through the process of addressing traffic issues and working directly with the city staff, this PUD is proposing to allocate land for a **New Road** along the eastern edge of the site and terminating with a new traffic signal at Central Avenue as well as transforming a portion of the existing Battlefield Boulevard into an East-bound one-way road. This will eliminate the already existing congestion and turning issues at the Central + Battlefield intersection. The development team and city staff have conceptually agreed upon this approach as a major undertaking that will be officially scoped after conceptual approval of the PUD process. The new resultant site area is approximately **7.48 acres** (a loss of land of approximately 1.25 acres).

While the site currently has a Walkscore of only 20 and a Bikescore of 47, it is evident this will increase significantly over the next decade as Bentonville becomes increasingly connected and the new Walmart Headquarters is completed.

The amenities are burgeoning and people need quality places to live, work and play. This project will provide new options within the context of Bentonville and the greater Northwest Arkansas community.

2

Description of Land Uses.

This PUD includes the following mixed-use allocations. Please refer to the PUD Concept Plan for layout.

Neighborhood Retail.

Approximately 9,000 sf located at ground level along Central Avenue.

Class A Office.

Approximately 40,000 sf.

Hospitality.

Approximately 57,000 sf and 150 hotel rooms with ample amenities.

Housing + Amenities.

Approximately 490,000 sf and 500 units of multifamily housing.

Parking.

Approximately 940 parking spaces allocated between on-street, surface, and structured parking.

Narrative

3 Structural Design.

The various buildings of the mixed-use project will have a range of construction types all rooted in a placemaking concept inspired by the bluffs, falls, and flora of the Arkansas Ozarks. The buildings are terraced and carved to control scale and massing while weaving the natural flora of the Ozarks into the architecture. Additionally, ground level open space and pocket parks are provided along with elevated open space at multiple courtyards including various amenities such as pools, sport courts, outdoor living, etc. Additionally, the design seeks to save a small grove of existing specimen trees as a point of convergence between the neighborhood commercial and housing.

Neighborhood Retail, Hospitality + Office Building.

The Retail, Hospitality + Office Buildings are proposed as mass timber structures that are purposefully sustainable and beautiful. Layered terracing of the spaces will minimize total height above the street while providing a soft and inviting terminating vista to the long axis of Central Avenue that is experienced when leaving the Bentonville Square.

Modus Studio has completed multiple mass timber projects and the positive effects in the quality of construction and spaces crafted in wood are undeniable for quality living, working, and playing spaces.

Housing.

The multifamily housing units, community amenities, and structured parking are proposed as two-stories of concrete podium with five-stories of light wood frame construction above. The same terracing and layering of space with ample public, semi-public, and private outdoor spaces become the primary reading of the architecture. The goal is to intertwine landscape with built form, creating a generous and comfortable place to live.

Specifically, the height and scale of the housing buffers away from the existing single family homes to the East while also creating new strong urban edges, ultimately a welcoming ensemble as citizens and visitors alike traverse from I-49 to Downtown Bentonville.

Sustainability.

This project will be designed as a sustainable beacon with a focus on carbon sequestration, renewable energy, biophilic principles, and a focus on the tenets of the Urban Land Institute's Building Healthy Places Initiative.



Ozark bluffs, falls, and flora



Adohi Hall in Fayetteville, expressing the quality of mass timber in community spaces and housing.



Greenway Offices in Bentonville, expressing the quality of mass timber in Class A office space



Narrative

4

Development Criteria.

The proposed mixed-use project seeks to adhere to all materiality and articulation requirements of the city design and approval process.

No separate phasing is planned for the project, with all buildings executing construction simultaneously to cohesively deliver a new neighborhood center.

The development + design team hosted a neighborhood meeting to explain the project and hear any concerns of the nearby dwellers. Traffic and flooding were by far the most prominent issues, which will be clearly addressed by this proposed project.

A traffic report has been completed and **New Road** is proposed along the eastern edge of the property. **This provides a new public ROW as a buffer between the existing neighborhood and the proposed project.**

83

drone photo showing the existing treeline buffer along the eastern edge of the proposed project



PUD Summary.

Site.

Site Area:

Open Space Required:

Open Space Provided:

7.48 acres **(remaining after addition of New Road)**
20% | 1.5 acres
20% | 1.5 acres

Setbacks + Buffers.

Central Avenue

20' Setback inclusive of overhead powerlines

Battlefield Boulevard

0' Setback from new edge of ROW

New Road

0' Setback from new edge of ROW

North Side Yard

10' Setback
Existing Fencing
Existing Trees

Type A Screening per Landscape Requirements

Buildings.

Neighborhood Retail:

9,000 SF

Office:

40,000 SF

Hospitality:

57,000 SF
150 hotel rooms

Housing + Amenities:

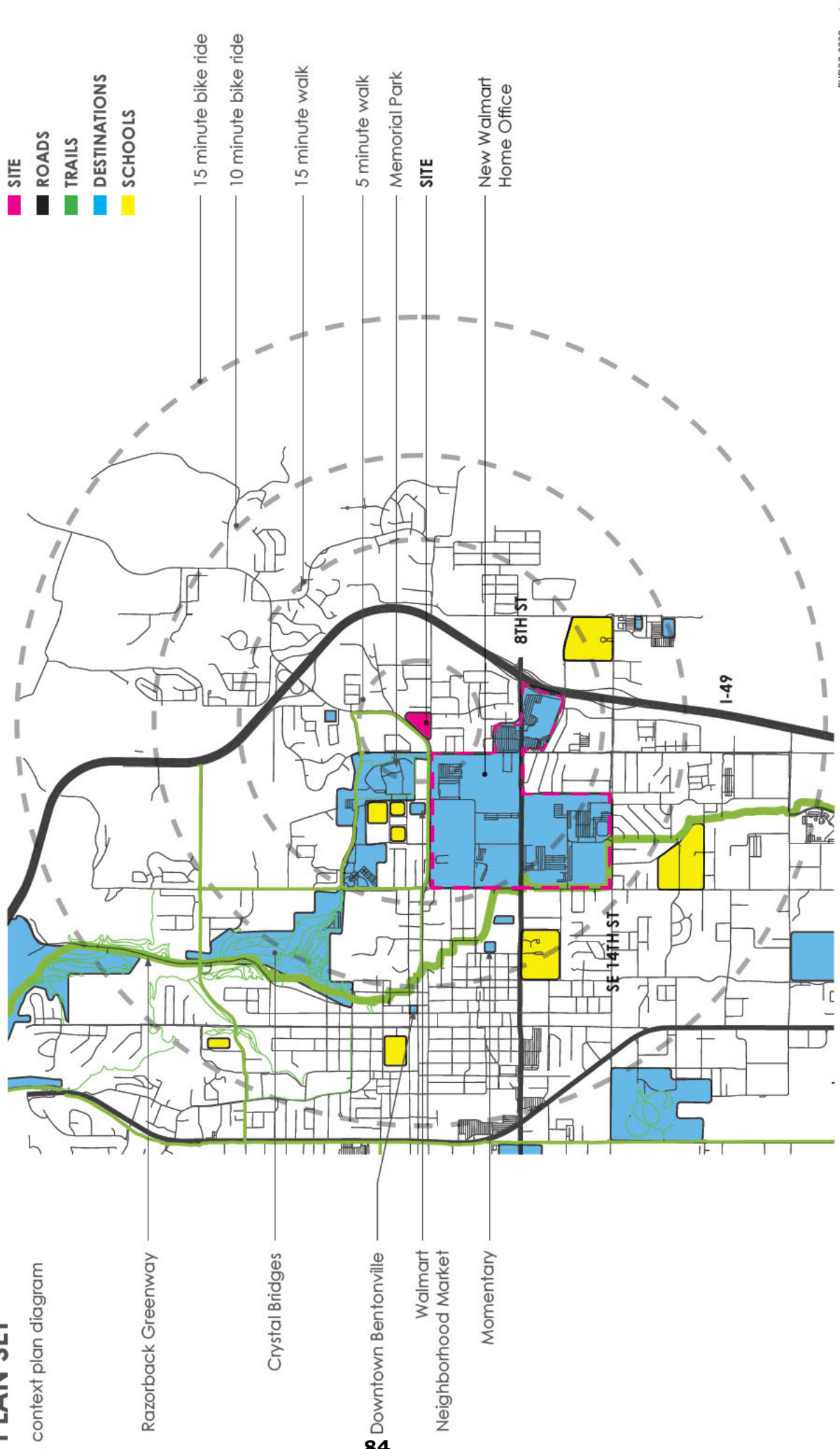
490,000 SF
500 units **(reduced from 545 units)**
66 units per acre **(reduced from 85 units per acre)**

Parking Spaces:

940 +/-

PLAN SET

context plan diagram



Razorback Greenway

Crystal Bridges

Downtown Bentonville

Walmart Neighborhood Market

Momentary

15 minute bike ride

10 minute bike ride

15 minute walk

5 minute walk

Memorial Park

SITE

New Walmart Home Office

8TH ST

SE 14TH ST

I-49

PLAN SET

current zoning

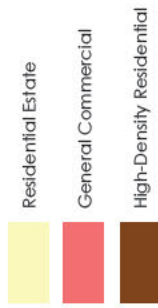


Zoning Intent.

The proposed mixed-use project reabsorbs a mixture of incongruent zoning into a specific, focused development opportunity for balancing the Central Ave and Battlefield Blvd intersection as Bentonville continues to grow and require neighborhood centers supporting housing, retail and existing homes.

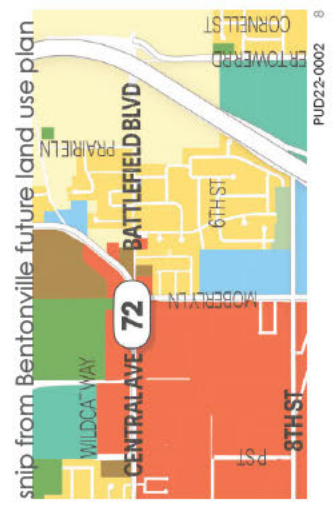
PLAN SET

future land use

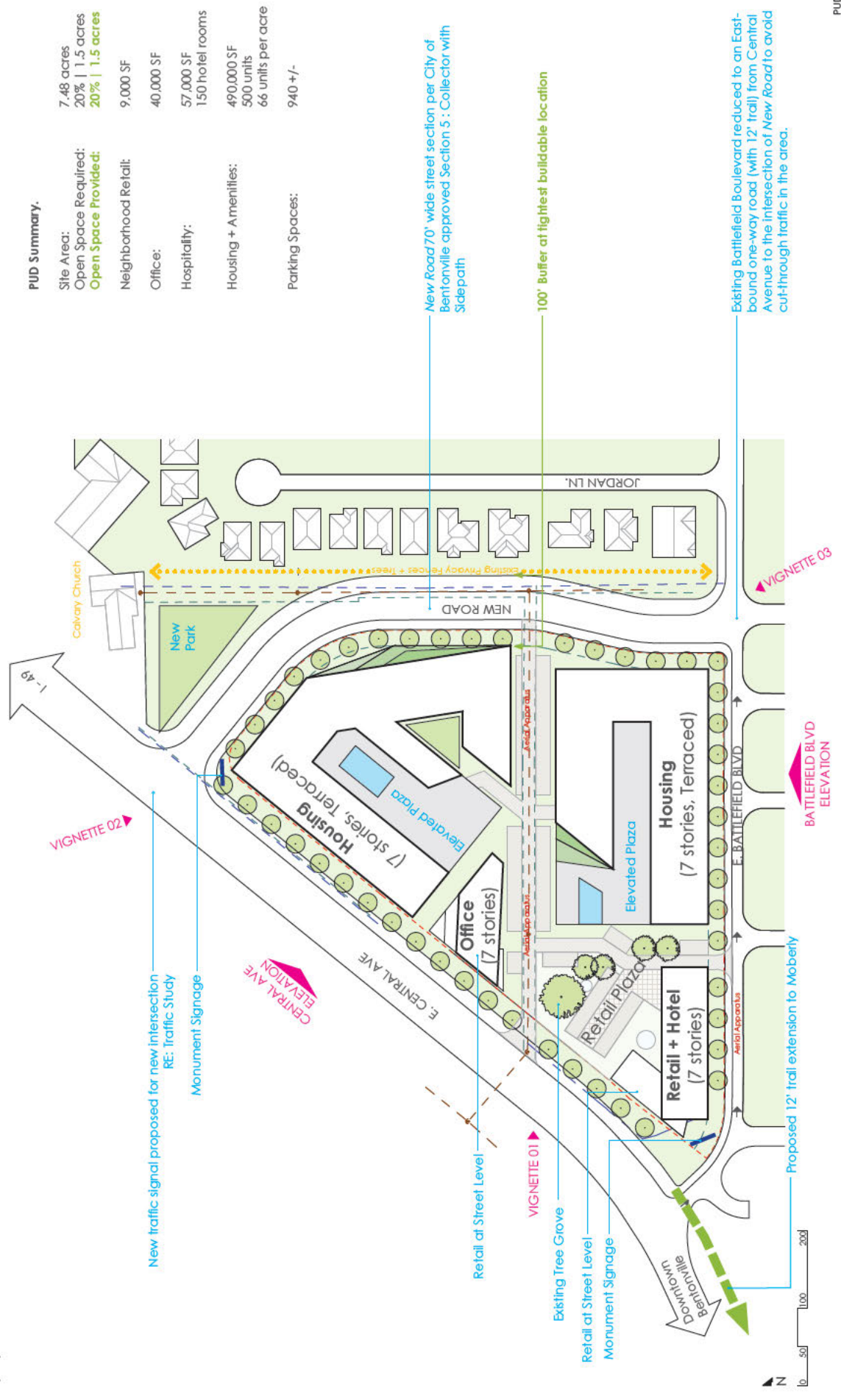


Land Use Intent.

The proposed mixed-use project is in keeping with the future land use plan, but expands the intent of smart growth to address the critical intersection of Central Ave and Battlefield Blvd.



PLAN SET concept plan



PUD Summary.

Site Area:	7.48 acres
Open Space Required:	20% 1.5 acres
Open Space Provided:	20% 1.5 acres
Neighborhood Retail:	9,000 SF
Office:	40,000 SF
Hospitality:	57,000 SF 150 hotel rooms
Housing + Amenities:	490,000 SF 500 units 66 units per acre
Parking Spaces:	940 +/-

PLAN SET

street elevations

The buildings are terraced along the eastern edge to further mitigate height along the eastern edge of the property

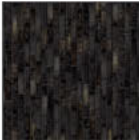


Battlefield Boulevard Elevation

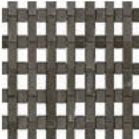


Central Avenue Elevation

Primary Materials



masonry (brick / brick screen / panelized stone)



Secondary Materials



wood rainscreen (vertical / horizontal)

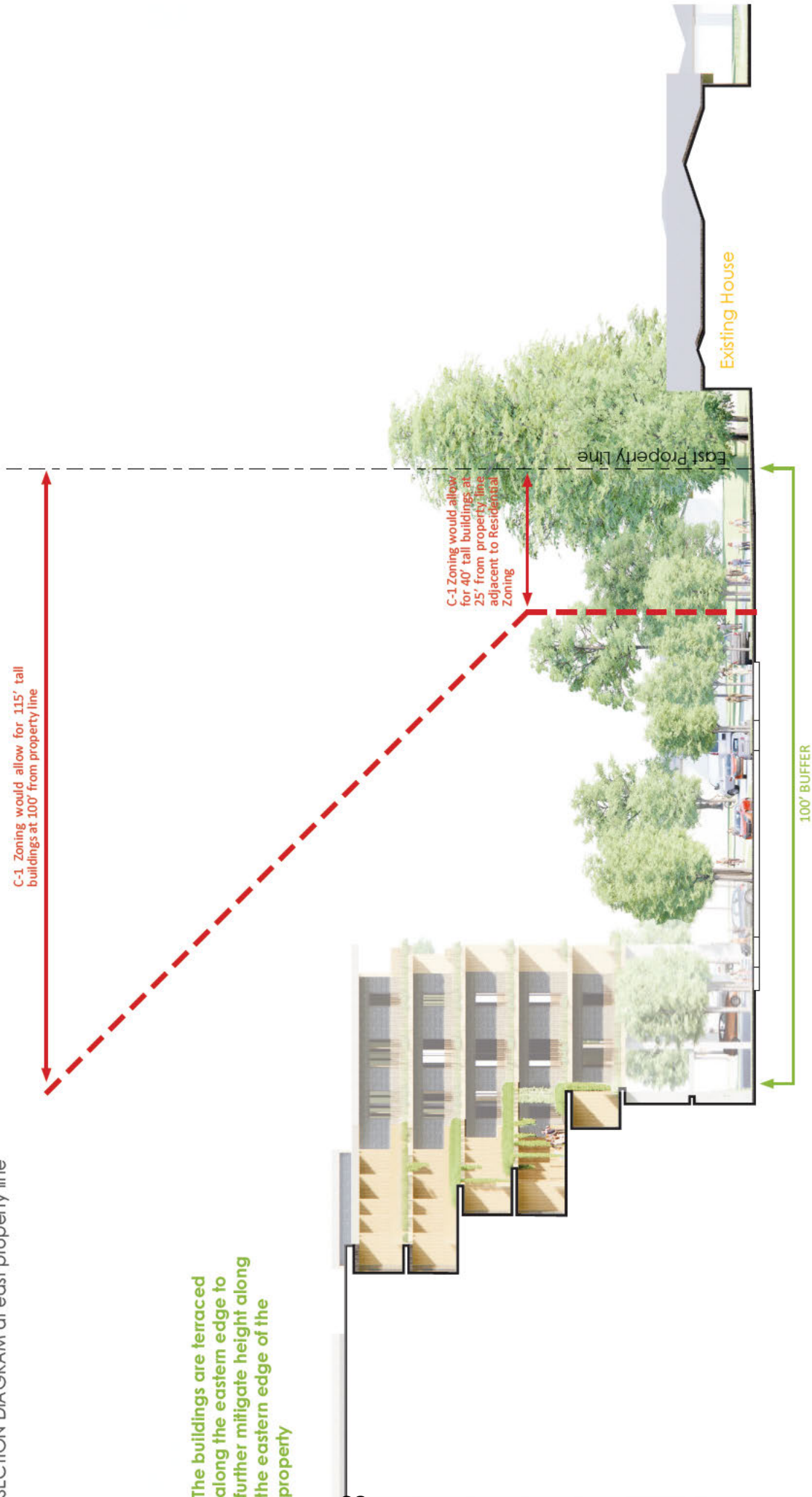


fiber cement board (lap / panel)



PLAN SET

SECTION DIAGRAM at east property line



PLAN SET

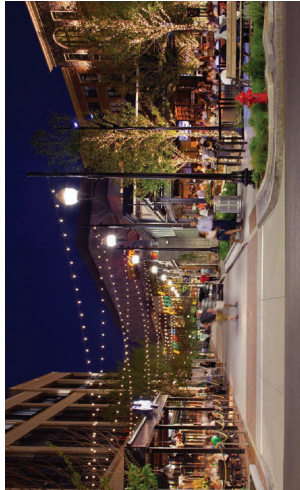
Drainage Diagram (CoB GIS reference image)



The proposed Central + Battlfield project will drastically improve the stormwater and drainage problems that currently exist on this site and in this area. It is anticipated that stormwater will be discharged to the north side of Central Avenue through new underground piping. Along with the City's Battlfield Boulevard Bond project, potential flooding in this area will be heavily resolved. The final system, routing, and sizing will be coordinated and approved by the City of Bentonville through the Large Scale Development process.

PLAN SET

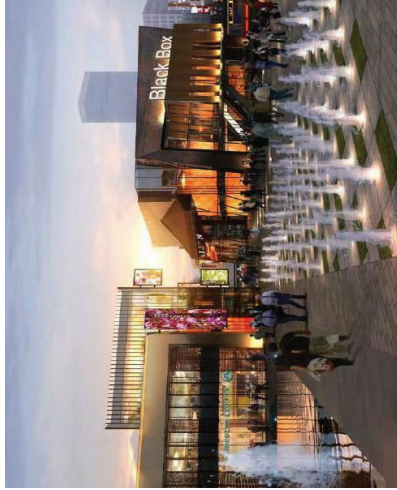
place-making mixed-use project precedents



Lighting and atmosphere scaled to pedestrians



Building arrangements to control scale



Retail opportunities and integrated plaza space



Building form and landscape terraces



Vibrant retail and seasonal change



Elevated gardens as part of the architecture



Warm materiality and bike/ped friendly design along with community-focused amenities



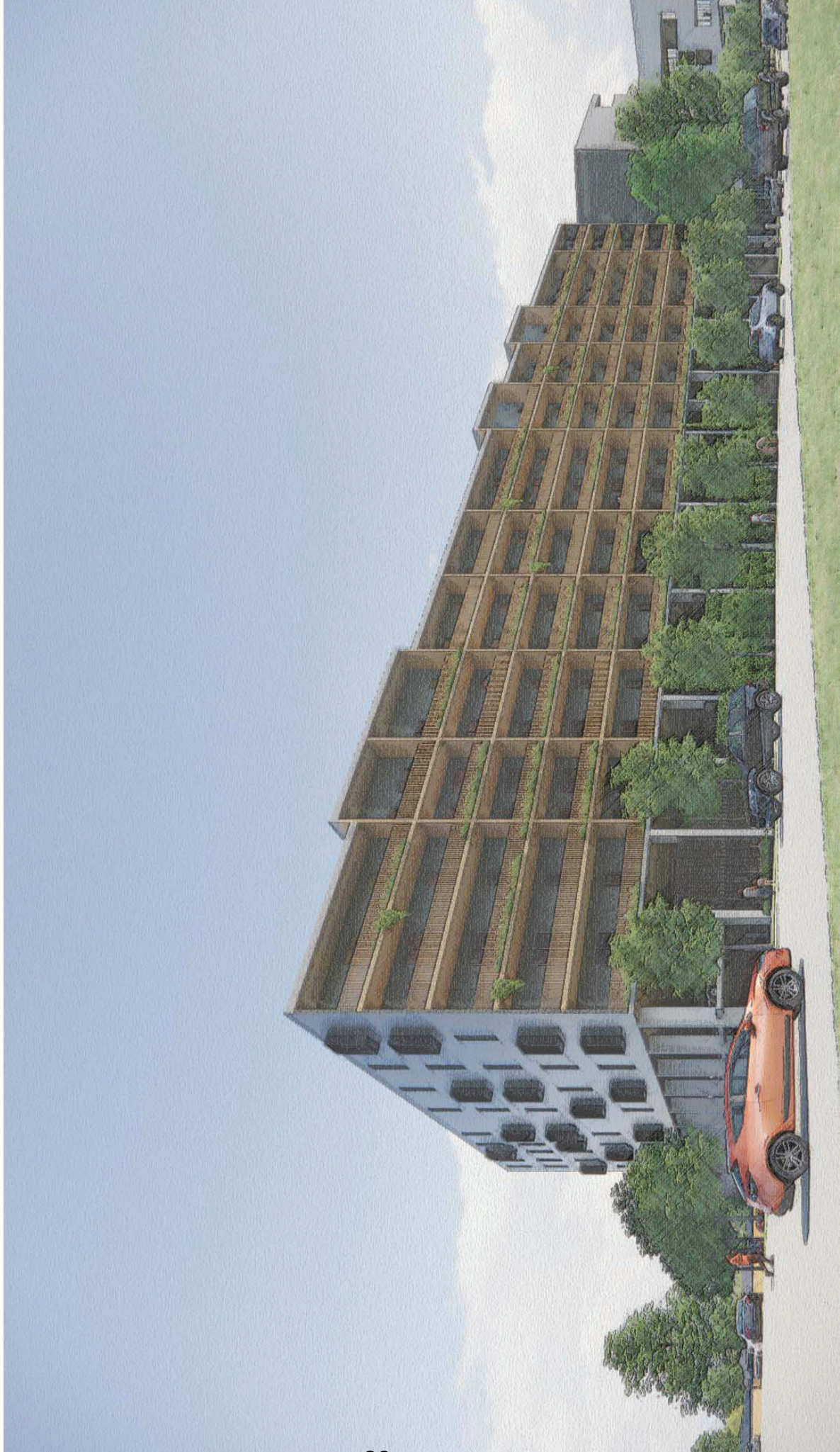
Mixed-use balance between space and buildings



vignette looking east from Central Ave



vignette looking southeast from Central Ave



vignette looking north from Battlefield Blvd



To: City of Bentonville Planning Department

Re: Development at Battlefield and East Central

Thoughts and Concerns of Gina Woods, resident at 202 Lyndal Lane from 1994 to present

The proposed development at Battlefield and E. Central would definitely put pressure on existing traffic issues, control of sound and air quality, and the lack of infrastructure to compensate for the relocation of a large population of individuals. Our world today has great concern for quality of air and the disappearance of green space. With ever-growing alarms for climate change, this massive structure would only add to those woes.

The topography of this area of Bentonville could easily be described as “bowl-shaped”. The extension of 8th street across the southern side of our neighborhood compounded the flooding aspects greatly. The soil is comprised heavily of solid rock which is prominent for the area because we live on a plateau of the Ozark Mountains. This soil does not accept heavy rainfalls readily so the tendency for flooding increases. With this in mind, if the northern side of the neighborhood is developed along Battlefield, this would further enhance the “bowl-shape” thereby greatly compromising the area for flooding to increase. If flooding increases to the point that a family or group of families’ homes suffer property damage due to this development, I could foresee the possibilities of lawsuits.

I understand the future widening of Battlefield, scheduled for completion in 2025, will be for pedestrian and biking traffic. While I agree that this is a much needed safety addition, I am not sure if it means the existing detention lots for storm drainage on Battlefield will be reduced in size. If that were to be the case, would not the effectiveness of these drainage areas be lessened. Let us not forget the intense flooding that occurs on Battlefield currently as well as throughout the streets in this neighborhood. Not so long ago, April 2021, there was the frightening scene of a Bentonville district school bus almost overturning while trying to navigate the flood waters at the corner of Battlefield and East Central.

Attempting to turn left onto Central from Battlefield is a serious traffic safety hazard. Central is a main street in Bentonville and having a comfortable access is imperative for facilitating traffic flow. The negative effects on this intersection by the 7 story apartment overcrowding development will skyrocket the potential for more wrecks and increased risks of pedestrian injuries. Countless times, I have been present when cars were backed-up for several blocks lacking the opportunity to turn left onto Central from Battlefield. This pressure-filled frustration creates an environment of drivers who risk the lives of themselves, their families, and other innocent lives who would happen to be in the intersection.

Several years ago, discussions were on the table regarding sound ordinances due to the additional exit on I49 at 8th street. The compromise on that issue was to plant trees to buffer the noise. Those important trees have continued to die and neglect has allowed the noise level to continue to be an issue. Witnessing this failure of the City to protect our neighborhood leads one to observe and theorize that sound ordinances are not a priority. The development of a 7 story, 500 plus apartment complex with office and retail would most definitely shred the boundaries of a desired neighborhood sound ordinance.

The adverse visual impact of a 7 story structure in this location proposes to be totally out of character for the current landscape. This structure would not only create overcrowding but would be overbearing and out-of-scale for all surrounding structures. As our city grows, there is a need to manage growth and actively protect our city by planning carefully. We need to actively protect our city from becoming a suburban sprawl which not only would complicate traffic but draw higher crime rates. It is better to face these concerns by being pro-active now rather than looking back with regrets due to rushed development.

Thank you for your time in reading this and consideration to stop this potential development at the location of Battlefield and East Central.

Gina Woods

NOTICE OF INTENT TO REZONE

Dalton L. Lott, Linda C. Lott, and JDL Investments, LLC have requested the Bentonville Planning Commission to set a public hearing date to consider rezoning the following property from a mix of C-1-Neighborhood Commercial, A-1-Agriculture, and R-O-Residential Office to PUD, Planned Unit Development.

The legal description of the property is as follows:

See Exhibit A, attached hereto and incorporated as though set forth fully herein.

The common description of the property is: 2600, 2606, and 2608 E. Central Ave, and 2601 E. Battlefield Blvd

The public hearing will be held on April 4th, 2023 at 5:00 p.m. It will be held at 305 SW A Street, Bentonville, AR 72712.

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

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

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

I/We have received notice of the public hearing for the rezoning of the above described property and:
I/we have no objections to the rezoning.

I/we object to the rezoning because:

*I strongly oppose this development.
Traffic is already congested in the area. This
proposed multiunit development will make it
even worse.*

SANDRA FISHER

Printed Name

Physical Address

NOTICE OF INTENT TO REZONE

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☐ I/we object to the rezoning because:

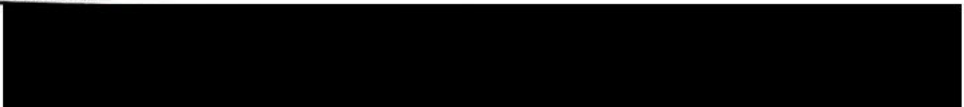
REZONING WILL INCREASE THE VALUE OF
ALL PERMETER PROPERTIES.



DALTON L. LOTT
Printed Name

Physical Address

Gregory Woodell



September 13, 2022

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

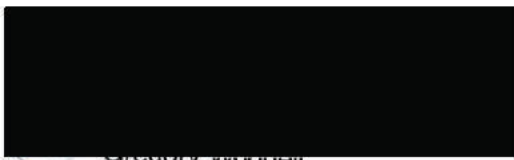
Planning Commission:

I own the single family property located at 207 Prairie Lane, Bentonville, AR. As such, I believe I should have been notified of the Uncommon Developers proposed development to be completed at the corner of Central Avenue and Battlefield Road in Bentonville. I, along with a great many other local property owners, just learned of this development in the last two weeks. Because of this error on the part of the City, I am requesting that the request for a change in zoning of this property to PUD be denied until it can be determined that proper notification was done by the City.

Other points that need to be addressed are:

- * I believe that your requirement of notification of all property owners within 200 feet of the proposed development is inadequate in protecting the rights of the citizens of this neighborhood and a public hearing on this development and the current notification standard needs to be reviewed. In addition, the Notice of Intent doesn't state that all public responses must be submitted by September 15, 2022.
- * Why were tax-paying citizens of Bentonville that rent a residence within the 200 foot requirement not notified of this development proposal.
- * There are two other major developments scheduled to be constructed in this immediate area within the next two years. They are the Battlefield Road widening and Bridge widening project and the Walmart Campus Construction Project. The changes to this area from these two items alone will have a major effect on the area transportation element of the City General Plan. In addition, these two new developments will also have an audition all affect on the future utility and sanitation elements, which needs to be addressed before you add another 550 new apartments.
- * The widening of Battlefield Road is being from \$12 million in an approved area Bond Act. I have to question if the voters knew when they approved this if they were paying for an improvement that is indirectly benefitting traffic being generated directly for the new Walmart Campus development. Also, this development should not be considered until the improvements to roads and drainage are constructed.
- * The safety element at Central and Battlefield needs to be addressed before you add an additional 900 cars to this corner.

GW:gw



Gregory Woodell

NOTICE OF INTENT TO REZONE

Uncommon Developers

_____ has requested the Bentonville Planning Commission to set a public hearing date to consider rezoning the following property from PRD (Planned Residential Development), R-O (Residential Office), and A-1 (Agricultural) _____ to PUD, Planned Unit Development _____

The legal description of the property is as follows:

Please see the attached legal description.

The common description of the property is: North of Battlefield Rd between Central Ave. & Jordan Ln.

The public hearing will be held October 4th, 2022 at 5:00 p.m. It will be held at 305 S.W. "A" Street.

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

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

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

Signature and Physical Address

Signature and Physical Address

Christopher Hyatt

From: planning
Sent: Tuesday, September 20, 2022 1:04 PM
To: Luke Aitken; Christopher Hyatt; Keegan Stanton
Cc: Thomas Adler; Jon Stanley
Subject: FW: New construction @ Battlefield and E Central

Hi Luke and Christopher,

I am pretty sure this person has sent us an email before but please add the concern to public hearing comments for this project.

Thank you!



Jana Snyder
Community Development Coordinator/Admin Assistant II
305 SW "A" Street
Bentonville, AR 72712
Office: 479.271.3122
www.bentonvillear.com

From: Dale Smith [REDACTED]
Sent: Tuesday, September 20, 2022 11:56 AM
To: planning <planning@bentonvillear.com>
Subject: New construction @ Battlefield and E Central

I would like to express my concern and opposition to this proposed development. The additional traffic both on Battlefield and Central, will make an already dangerous intersection worse. It will also, in all likelihood, create more traffic through the Parkcrest neighborhood as residents cut through there to avoid the Central intersection.

The other concern is the already unaddressed flooding occurring in the Lyndal Heights area will become much worse.

The proposed 7 story complex is not appropriate for that location. Building this on 7.5 acres and abutting two neighborhoods along already congested streets is absurd.

One of the issues with all the growth in NWA, and Bentonville in particular, is that infrastructure is not part of the plan until the new construction is complete. This is opposite of what it should be and was at one time the norm.

Uncontrolled growth is destroying what made Bentonville a desirable place to live. Growth is inevitable but should be properly planned.

Thank you for listening to my concerns.

--

From: [planning](#)
To: [Luke Aitken](#); [Christopher Hyatt](#)
Cc: [Thomas Adler](#)
Subject: FW: HIGHRISE @ Battlefield and E Central
Date: Wednesday, September 14, 2022 8:05:14 AM

Hi team,

Please see the concerns below.

Thank you!



Jana Snyder

Community Development Coordinator/Admin Assistant II

305 SW "A" Street

Bentonville, AR 72712

Office: 479.271.3122

www.bentonvillear.com

From: Holly Hall [REDACTED]
Sent: Tuesday, September 13, 2022 7:45 PM
To: [planning](#) <planning@bentonvillear.com>
Subject: HIGHRISE @ Battlefield and E Central

Dear Bentonville planning department,

I am a resident in Pleasant view Estates and I am very disturbed and upset to learn about a high-rise apartment complex coming in on the corner of E Central and Battlefield Road.

There is absolutely not enough room in that area, not to mention traffic on that intersection and possible flooding from the apartments.

I don't believe this area has the ability to handle that many apartments with all the cable/Internet, traffic and utility infrastructures.

Please reconsider and find a different area for these apartments. I'm sure there's lots of areas more suited for this construction.



Christopher Hyatt

From: planning
Sent: Thursday, September 29, 2022 8:05 AM
To: Luke Aitken; Christopher Hyatt
Cc: Thomas Adler
Subject: FW: Battlefield-NE Central Project

Hi team,

Could you add this to the public comments for this project, please?

Thank you!



Jana Snyder

Community Development Coordinator/Admin Assistant II

305 SW "A" Street

Bentonville, AR 72712

Office: 479.271.3122

www.bentonvillear.com

From: MARY VAUGHN [REDACTED]
Sent: Wednesday, September 28, 2022 11:13 PM
To: planning <planning@bentonvillear.com>
Subject: Battlefield-NE Central Project

I was informed recently of the plan to build three seven story buildings in my neighborhood at Battlefield and Central. I am disappointed in each of you, even considering developers out of CA, coming into our town and proposing to put seven-story buildings in our neighborhood. We have traffic issues turning left onto Central from Battlefield now. Eastbound traffic on Central, Moberly Lane traffic turning east onto Central, plus 7-Brew and Smoking Joe traffic exiting east Central. Plus east and westbound traffic on Battlefield heavy, and I have to sit and wait to get on Battlefield from our side street. Sometimes I use Paradise Way and 5th going to Moberly, to avoid Central, a "do not make a left turn between these AM & PM hours. I can't even make a left turn at Parkcrest & Moberly Ln intersection, because of eastbound traffic. I read there is a plan to add a center turn lane on Battlefield, that will not eliminate the added traffic with the amount of proposed apartments and business traffic in the future, not to mention traffic from the Walmart Home Office using East Central in the near future.

I have lived in this neighborhood since 1995 and worked for Walmart when the DC was on 5th St. I would sit through multiple lights to make right hand turns or wait on Battlefield to make left turn during the noon hour, seeing many vehicles almost get hit turning left onto Central.

I have had to cut through neighborhoods because Battlefield was flooded after a heavy rain storm, so adding more runoff with a proposed fix to drainage, but if you allow this development to begin, seven acres of concrete will add to additional flooding not only on our streets but also to the runoff in the park.

One other issue I did not see addressed, if this large scale apartments, what is the plan for schooling a large influx of children? I wouldn't be happy if my grandchildren get bussed to another neighborhood when Apple Glen is such a short distance from our homes, because the apartments are closer then our homes.

If I was to ask each of you, if these builders wanted to come into your neighborhood taking 7 acres and building three seven story apartments in your neighborhood, would you vote yes to allow it?

If you asked any home owner in Bentonville, would they want it in their neighborhood, you would not get a yes because we love our neighborhoods and do not want this in our backyard.

I read where they had a meeting with residents of this area, on August 25th. I did not get a notification of this proposal. One of my neighbors informed our street with a flyer.

Please vote NO. We do not want Bentonville to look like Fayetteville or Little Rock with these massive buildings going up in neighborhoods.



[Sent from AT&T Yahoo Mail for iPhone](#)

Sent from my iPad

NOTICE OF INTENT TO REZONE

Uncommon Developers

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

PRD (Planned Residential Development), R-O (Residential Office), and A-1 (Agricultural)

to PUD, Planned Unit Development

The legal description of the property is as follows:

Please see the attached legal description.

The common description of the property is: North of Battlefield Rd between Central Ave. & Jordan Ln.

The public hearing will be held October 4th, 2022 at 5:00 p.m. It will be held at 305 S.W. "A" Street.

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

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

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

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

☐ I / we have no objections to the rezoning.

☒ I / we object to the rezoning because:

Please see attached letter.

Signature and Physical Address

Bentonville AR
72712

Signature and Physical Address

Lara Carr Duncan

Bentonville, AR 72712

October 4, 2022

To: Planning Commission – City of Bentonville, AR

RE: Rezoning request of the property at North of Battlefield Blvd between Central Ave and Jordan Lane

I would like to ask that you object and deny the zoning of the above mentioned property from PRD, R-O, and A-1 to PUD. Uncommon Developers has proposed a 900+ unit 7 story multi-use complex that the infrastructure in this part of Bentonville is not ready to handle. Plus, I do not want the now proposed tallest building in Bentonville in my backyard.

I do not object to rezoning these parcels to C1, but PUD is just way too much for this size of property in this area of town. The zero setback on that corner may make it more difficult for drivers to see when they turn from Battlefield onto Central Ave. Right now, it can be difficult for pedestrians and bikes to cross this intersection safely.

The flooding in this area has been frequently featured on the news, even nationally, and Battlefield is frequently closed down due to flooding. I know the City has plan for improving Battlefield Blvd to add a turning lane and bike lanes, but until these street improvements have been made, and the flooding on Battlefield Blvd addressed and resolved, rezoning to PUD, just does not make sense to me for these parcels.

I also fear that if these parcels are rezoned to PUD, the influx of people to Bentonville will also add a strain to the schools, and cause Bentonville to have to redraw the school zone lines again. Have we done a study to see if the school system in the area is prepared to handle this proposed growth to the area?

This property is near one of the main entrances into our City off I-49. And with the proposed increase of people, this will just add to this already congested area. I wish the City will consider improving some of the walking/biking trails, along with increased safety for crossing these busy areas, before we add more multi-family residential growth. I feel we are putting the cart before the horse. I also, feel that having the proposed tallest building in Bentonville with an urbanized feel to greet the visitors to the town at this busy entrance to the City, takes away for the quaint home-town feel Bentonville strives to have.

Please feel free to view some videos of the flooding on Battlefield Blvd at the following links. More videos and pictures are available as needed from previous years as well.

<https://www.youtube.com/watch?v=E9BpU4uDN48>

<https://www.youtube.com/watch?v=jzHBciAMPJc>

<https://www.youtube.com/shorts/KYvOeyCsQpw>

<https://www.youtube.com/watch?v=TXFSAgXmYFQ>

https://www.youtube.com/watch?v=6qceJO_WZgg

<https://www.youtube.com/watch?v=I34PtLv73rM>

Thank you so much for your consideration to our objections!

Sincerely,

Lara Carr

From: [Robert Bach](#)
To: [planning](#)
Subject: Concerning the new apartment complex on Central and Battlefield Rd
Date: Tuesday, October 4, 2022 1:39:14 PM

We live on 6th in Lydall Heights.
We have had many days of flooding. Not quite fixed.

Our exit streets, are 5th, to Moberly and Paradise to Battlefield and Central.

Due to changes, Moberly is almost inaccessible due to the 8th St detour and/or new 5th street light and turn lanes. Either Moberly traffic blocks our exit onto Moberly or the light backs up the traffic and makes getting onto Moberly almost impossible.

OR, if we are trying to get home, the light and traffic block our corner. And it is dangerous to sit in what is the turn lane for 5th ST.

Now you are proposing to approve 500 new apartments with at least 500-1000 more vehicles trying to access Central, Battlefield or Moberly. You are proposing to approve 500 apartments looking directly into the private homes on the back of the proposed new complex. You are proposing more traffic, many more people in the area to complicate the condensed area.

My family, my neighbors and my grandchildren are all drivers concerned with this proposal and hope you have sense enough to turn it down unless you figure out some kind of improvements.. (THE amount of construcion, road repairs, underground wiring being placed all over town is rediculous to have to occur all at one time.) Please,, don't add to the problems and confusion.

Sincerely,
Jo Ellyn Bach

From: [Regina Barnes](#)
To: [planning](#)
Subject: Central and battlefield proposed project
Date: Tuesday, October 4, 2022 2:13:24 PM

I'm contacting you about the proposed development at Central and Battlefield.
I live in Lyndal Heights and drive this road multiple times daily.

Until the existing issues are fixed, there shouldn't be any additional constriction in this area. Multiple times a year, during heavy rains, Battlefield floods as well as homes in our neighborhood. This is an ongoing issue that the city has tried to fix, but it is still happening. Additional construction will only increase drainage issues.

Additionally, traffic is an issue already at that intersection, with no plans to fix it. And you want to place how many hundreds more vehicles going in and out with this development? That would make it impossible to drive in this area.

Plus a 7 story development on that corner is just a bad idea. There just isn't space to hold the influx of that many people and unappealing visually.
Has it been looked into what it would do the school system with that many more children living there? Can Apple Glen/ Barker Middle School even hold that many more students? Where else would they be zoned? It just doesn't make sense in that space.

Please do not do this.

Sincerely,
Regina Barnes

From: [Melody Dunn](#)
To: [planning](#)
Subject: Battlefield and E Central
Date: Tuesday, October 4, 2022 1:25:59 PM

> To whom it may concern: I love the idea of growth in Bentonville, I really do! However, what is proposed for this area (Battlefield and E Central) would have devastating effects for the surrounding, already in place, neighborhoods. If you come down here any day of the week, in the mornings and evenings, and just observe that amount of traffic we already have, it would seem like an outrageous thing to add so much more traffic to the area. Not to mention the nightmare of the stop sign at Battlefield and E Central! The proposed 7 story apartments staring down into the peaceful little homes and neighborhoods we already have in place seem very intrusive and to my knowledge we don't have any buildings that high here except for maybe the Tata building across from the Walmart home office. Put this development over there!

> Flooding, let's talk flooding! Traffic is my number one concern but the flooding is almost number one. If you've ever been over here when it rains it gets flooded EVERYWHERE! From the bottom of the 8th street exit all the way down to and past Battlefield. I live on 6th street and have to deal with the flooding and traffic leaving my neighborhood, as do my 3, soon to be 4 kids.

> Like I said, I'm all for growth here in Bentonville but what is proposed for this area seems catastrophic for all the residents that live in and around Battlefield and E Central. Please do better for us Bentonville residents and don't do what's best for big corporations!

>

> Melody Dunn
Sent from my iPhone

From: [Christy Attlesey](#)
To: [planning](#)
Subject: Proposed Rezoning of Property at Battlefield & E. Central
Date: Monday, October 3, 2022 10:56:26 AM

To Whom It May Concern:

My name is Christy Attlesey. My husband, Jeff, and I have owned and resided at 208 Pleasant View Ln since October 2014. We love our little neighborhood, enjoy Bentonville life, and are not opposed to growth. However, we are deeply concerned about a proposed new development at the corner of Battlefield and East Central. We request that you deny rezoning for this or any other large-scale development at this location.

Battlefield already has a great deal of traffic congestion, and we're afraid an additional 500+ apartments and office/retail space will make traffic unbearable. Not to mention the safety issues involved with turning left onto Central from Battlefield. Since there's already a light at Moberly, I'd imagine a light at Battlefield and E. Central is impossible. How would we ever get out of our subdivision? We used to avoid Battlefield altogether by going to 5th Street and turning onto Moberly, but the city recently added a no left turn during certain hours of the day. With the widening of Moberly and the new Walmart Home Office, Moberly traffic will continue to increase, making it even more challenging to get out from that side. Residents in the Battlefield subdivisions are beginning to feel trapped by the growth.

Our second concern is flooding. Both Moberly and Battlefield have consistent flooding during rainstorms. We recently paid to have a French drain installed as our front yard was flooding. We're fearful that adding a large-scale development will only worsen flooding. We'd all agree that after the recent drowning of two Bentonville residents, we must have the infrastructure to accommodate the rapid growth. No new development should come in until our stormwater drainage is improved and capable of supporting any such project.

We cannot attend the public hearing tomorrow but we wanted to ensure we shared our concerns. Again, we ask that you deny rezoning for this or any other large-scale development at Battlefield and E. Central.

Thank you for your time and consideration!

Christy & Jeff Attlesey
[REDACTED] Ln, Bentonville

From: [Lynsey White](#)
To: [planning](#)
Subject: 7-Story Highrise on Battlefield/Central
Date: Tuesday, October 4, 2022 3:24:38 PM

Hello there,

My name is Lynsey Clay and my family lives on Pleasant View Ln, which attaches to Battlefield. I, along with many others who live in this area, are extremely concerned with the proposed high rise to be built.

My primary concern is due to the additional traffic that would be caused by adding this many people. Currently, it is already difficult to exit our neighborhood to go to most of the places my family goes. We either have to turn left onto Moberly which is an intersection right next to a traffic light and can get backed up. Or we turn left off of Battlefield onto Central which is also a left turn onto a busy street with no light and is near a stop light. This intersection gets even more backed up and often adds several minutes of drive time during busy times. With this many additional people and cars added to this area, the residents of our neighborhood will not have any good options for exiting our area in a timely manner to be on time for school, church, and activities. We ask that this be seriously considered and that maybe this high rise can be built elsewhere and something smaller be built in this current space.

Thanks for your time,
Lynsey Clay

From: [Sara Healea](#)
To: [planning](#)
Subject: Highrise battlefield and East Central
Date: Wednesday, October 5, 2022 2:21:00 PM

Please do not do this highrise. I live on lyndal Lane now for 30 year's and This will run our neighborhood and value of our community and home. Please put it Away from families that are wanting to just live and enjoy their life. I vote no to this. No cannot say enough against it!!!

Thank you
Sara Healea

From: [planning](#)
To: [Luke Aitken](#); [Christopher Hyatt](#); [Keegan Stanton](#)
Cc: [Thomas Adler](#); [Jon Stanley](#)
Subject: FW: New construction @ Battlefield and E Central
Date: Tuesday, September 20, 2022 1:04:11 PM
Attachments: [image001.jpg](#)

Hi Luke and Christopher,

I am pretty sure this person has sent us an email before but please add the concern to public hearing comments for this project.

Thank you!



Jana Snyder

Community Development Coordinator/Admin Assistant II

305 SW "A" Street

Bentonville, AR 72712

Office: 479.271.3122

www.bentonvillear.com

From: Dale Smith [REDACTED]
Sent: Tuesday, September 20, 2022 11:56 AM
To: planning <planning@bentonvillear.com>
Subject: New construction @ Battlefield and E Central

I would like to express my concern and opposition to this proposed development. The additional traffic both on Battlefield and Central, will make an already dangerous intersection worse. It will also, in all likelihood, create more traffic through the Parkcrest neighborhood as residents cut through there to avoid the Central intersection.

The other concern is the already unaddressed flooding occurring in the Lyndal Heights area will become much worse.

The proposed 7 story complex is not appropriate for that location. Building this on 7.5 acres and abutting two neighborhoods along already congested streets is absurd.

One of the issues with all the growth in NWA, and Bentonville in particular, is that infrastructure is not part of the plan until the new construction is complete. This is opposite of what it should be and was at one time the norm.

Uncontrolled growth is destroying what made Bentonville a desirable place to live. Growth is inevitable but should be properly planned.

Thank you for listening to my concerns.

--

Dale Smith



ntonville, AR

RESOLUTION NO. _____

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

(PROJECT NUMBER: PUD22-0002)

WHEREAS, Dalton and Linda Scott duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present land use classification of RESIDENTIAL ESTATE, HIGH-DENSITY RESIDENTIAL, GENERAL COMMERCIAL to MIXED-USE COMMERCIAL, which property is described as follows:

PART OF THE SE 1/4, SW 1/4, SECTION 28, TOWNSHIP 20 NORTH, RANGE 30 WEST, FIFTH PRINCIPAL MERIDIAN, BENTON COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SE 1/4, SW 1/4; THENCE N87°15'02" W 138.60 FEET TO A SET MAG NAIL WITH WASHER PLS 1759 FOR THE POINT OF BEGINNING; THENCE N87°15'02" W 310.00 FEET TO A SET 5/8" MAG NAIL WITH WASHER PLS 1759; THENCE N02°27'56" E 30.00 FEET TO THE NORTH RIGHT OF WAY OF E BATTLEFIELD BLVD; THENCE ALONG SAID NORTH RIGHT OF WAY, N88°35'17"W 337.46 FEET TO A FOUND 2" ALUMINUM MONUMENT PLS 406; THENCE N70°39'14"W 60.12 FEET TO A FOUND 2" ALUMINUM MONUMENT PLS 406; THENCE N18°41'01"W 72.38 FEET TO A SET 5/8" REBAR WITH CAP PLS 1759 ON THE EASTERLY RIGHT OF WAY OF E CENTRAL AVE. (AR HWY 72); THENCE ALONG SAID EASTERLY RIGHT OF WAY, N40°31'24"E 52.32 FEET TO A SET 5/8" REBAR WITH CAP PLS 1759; THENCE 55.14 FEET ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 05°00'35", A RADIUS OF 630.61 FEET, A LONG CHORD THAT BEARS N44°04'48"E, 55.12 FEET TO A SET 5/8" REBAR WITH CAP PLS 1759; THENCE N41°50'12"E 81.59 FEET TO A SET 5/8" REBAR WITH CAP PLS 1759; THENCE CONTINUING ALONG SAID EASTERLY RIGHT OF WAY THE FOLLOWING COURSES: N41°50'12" E 261.60 FEET TO A SET 5/8" REBAR WITH CAP PLS 1759; THENCE, N41°50'12" E 396.52 FEET TO A SET 5/8" REBAR WITH CAP PLS 1759; THENCE DEPARTING SAID RIGHT OF WAY, S88°15'36" E 194.25 FEET TO A FOUND 1/2" REBAR; THENCE S02°33'38" W 767.00 FEET TO THE POINT OF BEGINNING, CONTAINING 369,540 SQUARE FEET OR 8.48 ACRES, MORE OR LESS. SUBJECT TO ANY EASEMENTS, COVENANTS OR RESTRICTION OR RECORD OR FACT.

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held April 4, 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 RESIDENTIAL ESTATE, HIGH-DENSITY RESIDENTIAL, and GENERAL COMMERCIAL to MIXED-USE COMMERCIAL 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:

ATTEST:

Stephanie Orman, Mayor

Kirby Romines, City Clerk

ORDINANCE NO. _____

**AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE,
ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF PRD, PLANNED
RESIDENTIAL DEVELOPMENT, A-1, AGRICULTURE, C-1, NEIGHBORHOOD
COMMERCIAL, AND R-O, RESIDENTIAL OFFICE AND TO PUD, PLANNED UNIT
DEVELOPMENT; AND FOR OTHER PURPOSES.**

(PROJECT NUMBER: PUD22-0002)

WHEREAS, Dalton and Linda Scott 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 PRD, PLANNED RESIDENTIAL DEVELOPMENT, A-1, AGRICUTLURE, C-1, NEIGHBORHOOD COMMERCIAL, and R-O, RESIDENTIAL OFFICE, to PUD, PLANNED UNIT DEVELOPMENT to be used in accordance with city zoning laws and state laws, which property is described as follows:

PART OF THE SE 1/4, SW 1/4, SECTION 28, TOWNSHIP 20 NORTH, RANGE 30 WEST, FIFTH PRINCIPAL MERIDIAN, BENTON COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SE 1/4, SW 1/4; THENCE N87°15'02" W 138.60 FEET TO A SET MAG NAIL WITH WASHER PLS 1759 FOR THE POINT OF BEGINNING; THENCE N87°15'02" W 310.00 FEET TO A SET 5/8" MAG NAIL WITH WASHER PLS 1759; THENCE N02°27'56" E 30.00 FEET TO THE NORTH RIGHT OF WAY OF E BATTLEFIELD BLVD; THENCE ALONG SAID NORTH RIGHT OF WAY, N88°35'17" W 337.46 FEET TO A FOUND 2" ALUMINUM MONUMENT PLS 406; THENCE N70°39'14" W 60.12 FEET TO A FOUND 2" ALUMINIUM MONUMENT PLS 406; THENCE N18°41'01" W 72.38 FEET TO A SET 5/8" REBAR WITH CAP PLS 1759 ON THE EASTERLY RIGHT OF WAY OF E CENTRAL AVE. (AR HWY 72); THENCE ALONG SAID EASTERLY RIGHT OF WAY, N40°31'24" E 52.32 FEET TO A SET 5/8" REBAR WITH CAP PLS 1759; THENCE 55.14 FEET ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 05°00'35", A RADIUS OF 630.61 FEET, A LONG CHORD THAT BEARS N44°04'48" E, 55.12 FEET TO A SET 5/8" REBAR WITH CAP PLS 1759; THENCE N41°50'12" E 81.59 FEET TO A SET 5/8" REBAR WITH CAP PLS 1759; THENCE CONTINUEING ALONG SAID EASTERLY RIGHT OF WAY THE FOLLOWING COURSES: N41°50'12" E 261.60 FEET TO A SET 5/8" REBAR WITH CAP PLS 1759; THENCE, N41°50'12" E 396.52 FEET TO A SET 5/8" REBAR WITH CAP PLS 1759; THENCE DEPARTING SAID RIGHT OF WAY, S88°15'36" E 194.25 FEET TO A FOUND 1/2" REBAR; THENCE S02°33'38" W 767.00 FEET TO THE POINT OF BEGINNING, CONTAINING 369,540 SQUARE FEET OR 8.48 ACRES, MORE OR LESS. SUBJECT TO ANY EASEMENTS, COVENANTS OR RESTRICTION OR RECORD OR FACT.

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held April 4, 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 PRD, PLANNED RESIDENTIAL DEVELOPMENT, A-1, AGRICULTURE, C-1, NEIGHBORHOOD COMMERCIAL, and R-O, RESIDENTIAL OFFICE, 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 of PRD, PLANNED RESIDENTIAL DEVELOPMENT, A-1, AGRICULTURE, C-1, NEIGHBORHOOD COMMERCIAL, R-O, RESIDENTIAL OFFICE, 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:

ATTEST:

Stephanie Orman, Mayor

Kirby Romines, City Clerk



Art. 1500 Flood Damage Prevention Amendment

PC Date: 4/4/2023

Reviewer: Shelli Kerr, AICP, Comprehensive Planning Mngr

Type	Amendment
Code Impacted	Land Development Code
Section(s)	Sec. 1500.17 & Sec. 1500.24
Recommendation	APPROVAL

Issue Statement

The City of Bentonville participates in FEMA's Community Rating System (CRS) which allows our residents to receive discounts on their flood insurance premium. To participate in the CRS program, the City must exceed the minimum requirements of the National Flood Insurance Program (NFIP). Bentonville currently has a CRS of eight (8). In order to maintain that rating, the Floodplain Regulations must be modified to require that machinery or equipment be elevated to at least one (1) foot above the Base Flood Elevation (BFE) for buildings newly constructed, substantially improved, and/or reconstructed due to substantial damage.

Additionally, the Floodplain Administrator is no longer required to notify the State Coordinating Agency when modifications are made to watercourses.

Proposed Changes

To maintain a CRS of eight (8) in the Community Rating System (CRS), staff recommends an amendment to Appendix B: Land Development Code, *Art. 1500 Flood Damage Prevention* as follows:

Sec. 1500.17 Duties And Responsibilities Of Floodplain Administrator

- (f) *Provide notifications.* Notify adjacent communities ~~and the State Coordinating Agency, which is the Arkansas Natural Resources Commission, a minimum of 60 days~~ prior to any alteration or relocation of a watercourse, ~~and submit evidence of all such notifications to FEMA.~~

Sec. 1500.24 AE Risk Zones: Special Flood Hazard Areas With Base Floods Determined

- (a) *Residential Structures in Zone AE:*

- For all new residential structures, the top surface of the lowest floor must have an elevation 3 feet or more above the published BFE. All mechanical equipment shall be elevated to at least one (1) foot above the published BFE. This elevation must be documented on an Elevation Certificate properly completed by a Professional Engineer, Surveyor or Architect licensed to practice in the State of Arkansas.

ORDINANCE NO. _____
AN ORDINANCE AMENDING APPENDIX B LAND DEVELOPMENT CODE,
ARTICLE 1500 FLOOD DAMAGE PREVENTION, SEC. 1500.17 DUTIES AND
RESPONSIBILITIES OF FLOODPLAIN ADMINISTRATOR AND SEC. 1500.24 AE
RISK ZONES: SPECIAL FLOOD HAZARD AREAS WITH BASE FLOODS
DETERMINED; AND FOR OTHER PURPOSES.

WHEREAS, the City of Bentonville participates in FEMA’s Community Rating System (CRS) which allows our residents to receive discounts on their flood insurance premium;

WHEREAS, to maintain the City’s CRS rating of eight (8), the Floodplain Regulations must be modified to require that machinery or equipment be elevated to at least one (1) foot above the Base Flood Elevation (BFE) for buildings newly constructed, substantially improved, and/or reconstructed due to substantial damage; and

WHEREAS, the Floodplain Administrator is no longer required to notify the State Coordinating Agency when modifications are made to watercourses.

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

Section 1: That Bentonville Municipal Code, Appendix B Land Development Code, Article 1500 Flood Damage Prevention, *Sec. 1500.17 Duties And Responsibilities Of Floodplain Administrator* should be and the same is hereby amended as follows:

Sec. 1500.17 Duties And Responsibilities Of Floodplain Administrator

(f) *Provide notifications.* Notify adjacent communities ~~and the State Coordinating Agency, which is the Arkansas Natural Resources Commission, a minimum of 60 days~~ prior to any alteration or relocation of a watercourse, ~~and submit evidence of all such notifications to FEMA.~~

Section 2: That Bentonville Municipal Code, Appendix B Land Development Code, Article 1500 Flood Damage Prevention, *Sec. 1500.24 AE Risk Zones: Special Flood Hazard Areas With Base Floods Determined* should be and the same is hereby amended as follows:

Sec. 1500.24 AE Risk Zones: Special Flood Hazard Areas With Base Floods Determined

(a) *Residential Structures in Zone AE:*

1. For all new residential structures, the top surface of the lowest floor must have an elevation 3 feet or more above the published BFE. All mechanical equipment shall be elevated to at least one (1) foot above the published BFE. This elevation must be documented on an Elevation Certificate properly completed by a Professional Engineer, Surveyor or Architect licensed to practice in the State of Arkansas.

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



Agenda Item Form

Date of City Council Meeting	4/11/2023
Department	Planning and Community Development
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):					
An appeal by Verdant Studio, representing Bryce Masterson, to a Planning Commission denial of a Future Land Use Map Amendment from Low-Density Residential to High-Density Residential for property located at 1208 SE D Street. The Planning Commission considered this item on February 21, 2023, and recommended denial by a vote of 4-3.					

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





Memorandum

To: City Council
From: Tyler Overstreet, AICP
Date: April 11, 2023
RE: RZ23-0001, Masterson, Appeal

On February 21, 2023, the Planning Commission considered a future land use plan amendment and rezoning request at 1208 SE D Street for Bryce Masterson. The applicant requested the Future Land Use Map be changed from Low-Density Residential to High-Density Residential, which Planning Commission denied by a vote of 4-3. The applicant requested the property be rezoned from its present classification of R-1, Low-Density Single-Family Residential to DN-3, Downtown High-Density Residential, which Planning Commission denied by a vote of 5-2.

On tonight's agenda are appeals for both the Future Land Use denial and the rezoning denial. City Council may approve the appeal(s), which approves the application(s), deny the appeal(s), which denies the application(s), or send one or both applications back to the Planning Commission for reconsideration. Within this evening's packet, you will find the original staff report and packet which was presented to the Planning Commission, the February 21 meeting minutes, and the applicant's appeal letter and associated attachments.

Please let me know if you have any questions about the original requests, the appeal, or the process. Thank you.

Regards,

Tyler Overstreet
Director of Planning and Community Development, City of Bentonville

REZONING & FUTURE LAND USE AMENDMENT STAFF REPORT



Masterson

1208 Southeast D Street

PC Date: 2/21/2023

Reviewer: Keegan Stanton, Senior Planner AICP

Project Number	RZ23-0001
Applicant / Current Owner	Verdant Studio/Bryce Masterson
Site Area	+/- 0.18 Acres
Current Zoning	R-1, Low Density Single Family Residential
Requested Zoning	DN-3, Downtown High Density Residential
Future Land Use Map Designation	Low-Density Residential (LDR)
Future Land Use Map Request	High-Density Residential (HDR)

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

Location Map



Property Description

This property is located at 1208 Southeast D Street. The property is currently zoned R-1, Low Density Single Family Residential with a future land use designation of Low Density Residential. Adjacent zoning districts include R-1 as well as R-3, Medium-High Density Residential to the north.

Relationship to the Bentonville Community Plan

The Future Land Use Plan currently shows this property as Low-Density Residential (LDR), in which the proposed rezoning of DN-3, Downtown High Density Residential is incompatible. 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 has requested the Future Land Use Map be amended to High-Density Residential (HDR) for this location. 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 highlights reinvestment in urban neighborhoods in and around Downtown Bentonville.

Public Comment

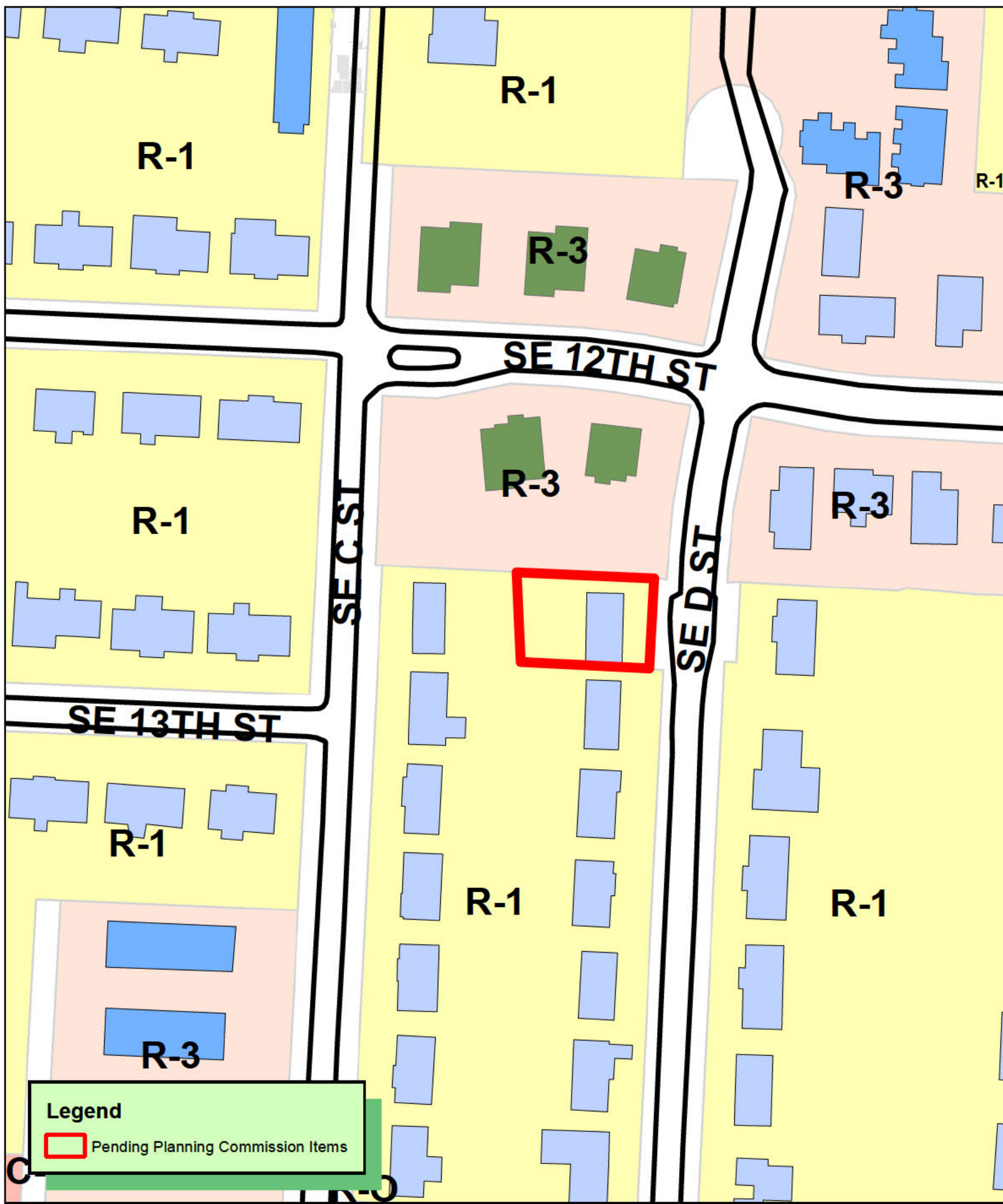
At the time of writing this staff report, staff has not received public comment on this item.

Analysis

DN-3 zoning is not compatible with the Future Land Use Map without the requested amendment. The close proximity to Southeast C Street and Southeast 14th Street, respectively a collector and arterial, would lend appropriateness to this request in that denser uses are more compatible with those level of streets. Additionally, multi-family uses and zoning adjacent to the property anchor an existing, more dense urban form near this location.

Conclusion

Staff recommends approval of the rezoning request should the Planning Commission approve the Future Land Use Map Amendment.



Legend

 Pending Planning Commission Items


1 inch = 100 feet

RZ22-0001 2/21/23
REZONING R1 TO DN3
HILLCREST ADDITION
LOT 16
126

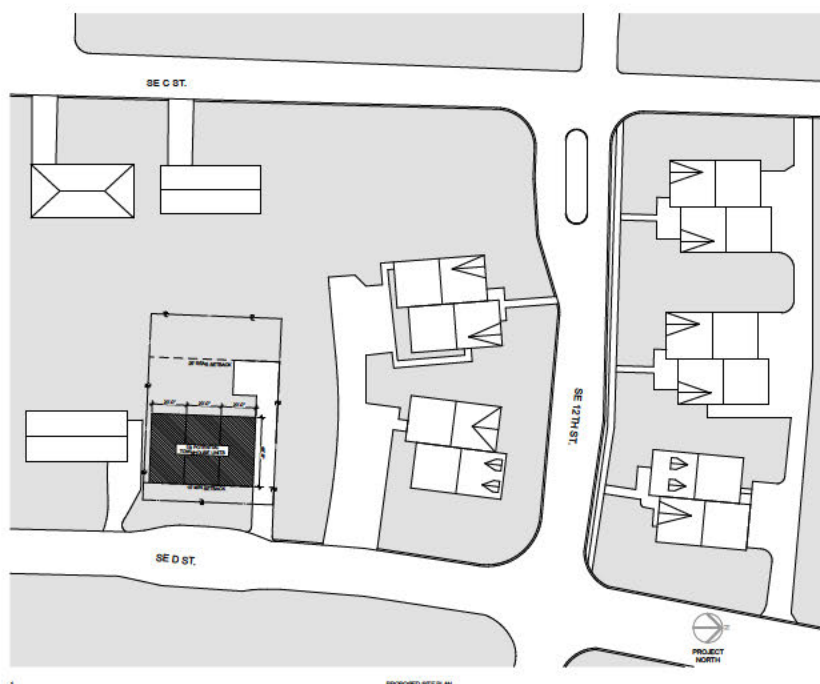


The current zoning of property 1208 SE D St. Parcel #01-03115-000 is R-1. The owner is requesting to amend the future land use map to show this parcel as high-density residential instead of low-density residential, as well as rezone to DN-3. The intention of the rezoning is to be able to provide more housing in the area beyond the typical single-family home. It is clear there is a lack of housing to fit the population of the city, therefore we are requesting to rezone this lot in order to densify new construction surrounding Downtown Bentonville. There are no proposed sales, and the lot will be developed by the owner.

The current owner, Bryce Masterson (801-309-5437) proposes to place 3 townhomes or a duplex with attached ADU's to provide three to four living units within the site adhering to the zone's setbacks and guidelines. With duplexes on neighboring SE 12th street, the proposed design will fit seamlessly in the neighborhood. The current structure is in a state of disrepair potentially requiring demolition. The new development proposed by Mr. Masterson would improve the neighborhood by replacing an existing eye-sore with beautiful new construction that will advance the city's goal of a denser residential fabric.

The development allowed by DN-3 rezoning will continue to be residential use only. It will not impact traffic flow or require any signage. The appearance will adhere to any current Bentonville design standards for residential construction. All city amenities are currently accessible on this lot with no changes required.

POTENTIAL SITE PLAN



Note – Some of the members of the Planning Commission, as well as City staff members, may attend this meeting virtually. For public health reasons, those who attend in person should consider personal hygiene, the use of facial coverings, and social distancing.



**Planning Commission
Meeting Minutes
February 21, 2023
Bentonville City Hall
Tech Review: 4:00 PM
Public Hearing: 5:00 PM**

Meeting Recording Link:

https://us06web.zoom.us/rec/share/76UCdi0PS33oSMmd19klcIKDx5Hijj_Y8QtHAwpPXcRenSYyDVpzara-pfAKURMG.TXcM-vb1vYIEGku0

Commissioners Present: Danny Bennett, Joe Haynie, Reginald Wright, Elaine Kerr, Dana Davis, Rod Sanders, Eric Hipp

Staff Present: Tyler Overstreet(via Zoom), Dan Weese, Bonnie Bridges, Tom Adler, Luke Aitken, Jon Stanley (via Zoom), Keegan Stanton (via Zoom)

Call to Order

- Meeting called to order at 5:10 pm by Chairman Sanders

I. Approval of the February 7th 2023 Meeting Minutes

- Discussion between Mr. Aitken and commissioners confirming minor corrections which were made to the minutes during the meeting break.
- Motion by Hipp, second by Wright to approve the February 7th meeting minutes as presented
- Minutes are approved 7-0 by voice vote

II. Consent Agenda

- Mr. Adler presents the items on the consent agenda.
- Consent agenda is approved 7-0 as presented

1. Lot 19, Block 16 of Railroad Addition

303 Southeast Henry Street ([LS23-0004](#))

Property Line Adjustment

III. New Business

Advertised Public Hearings

1. Masterson

1208 Southeast D Street ([RZ23-0001](#))

Rezoning

Rezoning: R-1, Low Density Single Family Residential to DN-3, Downtown High Density Residential

To see a full list of all pending Planning Commission items, please visit: <https://arcg.is/08HvK8>

Future Land Use Map Amendment: LDR, Low Density Residential to HDR, High Density Residential

- Mr. Adler provides an overview of the staff report
- Chairman Sanders opens the public hearing.
- Abby Critselous of Verdant Studio, representing the applicant, speaks to the intent of the request.
- Discussion among staff and commissioners regarding surrounding R-3 Zoning and the upcoming future land use map update which may lend credence to a similar request in the future
- Public hearing is closed
- Future Land Use Map Amendment Request is Denied 4-3 with Commissioners Davis, Hipp, Haynie, and Kerr voting no due to incompatibility with the future land use map.
- Rezoning Request is Denied 5-2 with Commissioners Davis, Hipp, Haynie, Bennet, and Kerr voting no due to the contrast between the requested zoning and the property's current land use map designation

2. Freeman Living Trust

Rezoning

204, 206, & 214 Southwest Glover Street ([RZ23-0007](#))

Rezoning: R-1, Low Density Single Family Residential to DN-2, Downtown Medium Density Residential

- Mr. Adler provides an overview of the staff report
- Chairman Sanders opens the public hearing.
- Will Kelstrom, representing the applicant, speaks to the intent of the rezoning request
- Public hearing is closed
- Rezoning Request is Approved 7-0

3. Freeman Living Trust

Rezoning

203 Northwest D Street ([RZ23-0009](#))

Rezoning: R-1, Low Density Single Family Residential to DN-1, Downtown Low Density Residential

- Mr. Adler provides an overview of the staff report
- Chairman Sanders opens the public hearing.
- Will Kelstrom, representing the applicant, speaks to the intent of the rezoning request and clarifies why two separate requests were made
- Elaine Maulky of 504 W Central Ave asks about what will be built there
- Mr. Adler and Mr. Aitken clarify the difference between the two relevant zoning districts
- Public hearing is closed
- Rezoning Request is Approved 7-0

4. Freeman Living Trust

Rezoning

205 Northwest D Street ([RZ23-0010](#))

Rezoning: R-1, Low Density Single Family Residential to DN-1, Downtown Low Density Residential

- Mr. Adler provides an overview of the staff report
- Chairman Sanders opens the public hearing.
- Public hearing is closed
- Rezoning Request is Approved 7-0

5. Ehret

Rezoning

1109 Northeast A Street ([RZ23-0014](#))

Rezoning: R-1, Low Density Single Family Residential to DN-4, Downtown Mixed-use Residential

Future Land Use Map Amendment: LDR, Low Density Residential to MUC, Mixed-use Commercial

- Mr. Adler provides an overview of the staff report
- Chairman Sanders opens the public hearing.
- The applicant, Ken Ehret presents his case and intent for the request
- Mr. Ehret amends his request from DN-4 to DN-3, Downtown Medium Density Residential
- Greg Parker of 1055 N Main Street, speaks in support of the request, concurring with the applicant
- Angela Jones of 108 NE Briartown Mews speaks in opposition of the request due to concerns around increased vehicle traffic in her neighborhood
- Public hearing is closed
- Mr. Ehret amends his request from DN-3 to DN-2, Downtown Medium Density Residential
- This amended request will not require a future land use map amendment prior to approval
- Mr. Ehret withdraws his request to amend the future land use map
- The amended Rezoning Request to DN-2 is Approved 7-0

6. Brothers Meet House

Conditional Use Permit

405 Southeast 5th Street ([CU23-0001](#))

- Mr. Adler provides an overview of the staff report
- The applicant, April Seggebruch, provides a drawing showing bike parking and vehicle parking on site and off site parking to be utilized through a shared parking agreement with neighboring property owners
- Chairman Sanders and Mr. Adler clarify that the applicant shall have their shared parking agreement approved by Mr. Overstreet prior to obtaining their Certificate of Occupancy as a condition of approval.
- Permit Request is Approved 7-0
- Chairman Sanders failed to open a public hearing prior to calling for a vote on this item so a revote must take place.
- Chairman Sanders opens the public hearing
- Public hearing closed

- Motion by Davis, second by Hipp to vacate the original vote and it is unanimously approved by voice vote.
- Permit Request is Approved 7-0

7. City of Bentonville

Conditional Use Permit

908 Southeast 14th Street ([CU23-0003](#))

- Mr. Adler provides an overview of the staff report
- Chairman Sanders clarifies that the Commission's findings and decision are informed primarily by the high importance of the emergency radio system in question to the public safety of citizens.
- Chairman Sanders opens the public hearing
- Chairman Sanders closes the public hearing
- Permit Request is Approved 7-0

8. City of Bentonville

Conditional Use Permit

5500 Southwest Barron Road ([CU23-0004](#))

- Mr. Adler provides an overview of the staff report
- Chairman Sanders clarifies that the Commission's findings and decision are informed primarily by the high importance of the emergency radio system in question to the public safety of citizens.
- Chairman Sanders opens the public hearing
- Chairman Sanders closes the public hearing
- Commissioner Davis asks the applicant, Captain John Hubbard of Bentonville Police Department, how feasible it would be to relocate the radio tower further away from the homes to the south, and Mr. Hubbard states that a redesign at this point would be cost prohibitive
- Permit Request is Approved 7-0

9. Beach BBQ

Conditional Use Permit Extension

1080 Southeast 14th Street ([CU22-0023](#))

- Mr. Adler provides an overview of the staff report, and Mr. Overstreet clarifies it is only a request for time frame extension on the previously approved permit, and as such a public hearing is not necessary
- The applicant, Ravi Naidu Dadi, explains the need for the extension and reasoning for not building the site to the previously approved large scale design.
- Commissioner Davis speaks with Mr. Dadi regarding the possibility of providing a letter of credit for the City prior to Planning Commission approving another extension.
- Commissioner Davis proposes tabling the item amidst further discussion needed between the applicant and staff. He also proposes a 3 month extension to the CUP and a condition for allowing another 3 months extension if the LSD plans are amended or a pre-construction conference is held for the LSD within the first 3 month time frame.
- Chairman Sanders reiterates the need for the large scale development plans to be fully executed after the CUP expires
- Motion by Davis, second by Hipp to table the request to March 7th
- Permit extension request is tabled to the March 7th meeting 7-0

Other New Business (Projects associated with waivers)

1. My Place Hotel

Large Scale Development

Southeast East Pointe Avenue ([LSD23-0002](#))

Waiver #1: A waiver from Section 501.06(f) – Off-street parking standards. The applicant is requesting a waiver to provide one less parking space than is required.

- Barry Williams of Crafton Tull, representing the applicant, speaks to how utility conflicts make it difficult to provide the exact number of parking stalls required by code
- Motion by Davis, Second by Kerr to approve the waiver as presented
- Waiver request is Approved 7-0
- Discussion among staff and commissioners around the proposed large scale development
- Large Scale Development request is Approved 7-0

2. 7Brew

Large Scale Development

411 Southeast Walton Blvd. ([LSD23-0003](#))

Waiver #1: A waiver from Section 1100.21(e) – Building Material. The applicant is requesting a waiver to provide one primary material over 25% and to allow Nichiha as a primary material.

Waiver #2: A waiver from Section 1100.02(a)(6) Access Management Standards – Distance Between Curb Cuts. The applicant is requesting a waiver on driveway spacing in order to continue using existing curb cut.

- Mr. Adler provides an overview of the staff report
- Chairman Sanders asks that a stub for cross access be shown on the plans where appropriate
- Mr. Adler clarifies that there is no cross access shown on the plans currently
- Jared Inman of Jorgenson and Associates, representing the applicant, speaks to a lack of cooperation from neighboring businesses around shared access agreements
- Mr. Inman states they can add a cross access easement and curb cut where appropriate to facilitate adequate cross access in the future
- Jake Wrazel, the Applicant, states he is able to show the requested easement on the large scale plans
- Motion by Hipp, second by Kerr to approve the first waiver as presented
- Waiver #1 Approved 7-0
- Motion by Wright, second by Haynie to approve the second waiver as presented
- Waiver #2 Approved 7-0

- Chairman Sanders specifies he wants to add conditions to the approval of the large scale stating that the drainage report must be revised to reflect the proposed detention area prior to pre-construction and another stating adequate cross access must be shown on the plat and plans for the parking lot to the North.
- Large Scale Development is approved 7-0

3. Nelagoney Glen

Preliminary Plat

909-911 Northwest C Street ([PP22-0007](#))

Waiver #1: A waiver from Section 1100.16(b) Right-of-way dedication. The applicants requests a waiver in order to preserve and plant trees along the street frontage.

- Mr. Adler provides an overview of the staff report
- Patrick Foy of Half, speaks to the reason for the altered right of way dedication
- Motion by Kerr, second by Wright to approve the waiver as presented
- Waiver #1 Approved 7-0
- Preliminary Plat Approved 7-0

4. 7TH Street Townhomes

Waiver Request

207 & 209 SE 7th Street ([LSD21-0038](#))

Waiver #1: Applicant requests a waiver to exterior materials for a previously approved large-scale development. A waiver from Section 1100.21(e) – Building Material. The applicant is requesting a waiver to provide one primary material over 25% and to allow LP or Hardie Board as a primary material.

- Mr. Adler provides an overview of the staff report
- Discussion among commissioners regarding setting precedent for lower quality materials on new townhomes and buildings downtown
- Barry Williams of Crafton Tull, representing the applicant, requests to table the item to March 7th
- Motion by Hipp, second by Wright to Table the waiver request
- Tabled 7-0

Motion by Davis, second by Kerr to Adjourn

Meeting adjourned 6:25 PM

March 17, 2023

City of Bentonville City Council
Planning Commission Appeal

Re: Future Land Use Amendment/Rezone Appeal
City of Bentonville Project RZ23-0001 Masterson Rezone

1208 SE D St., Bentonville, AR
Verdant Studio Project
ARP-22-031 Masterson Rezone

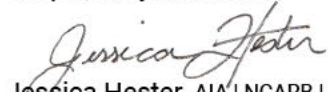
City Council Members:

Planning Commission was presented a request for a Future Land Use Map Amendment and request for Rezone at the February 21st Planning Commission meeting. Planning Commission denied the Future Land Use Amendment 4-3 and the request for Rezone 5-2. We would request that City Council review our request for a Future Land Use Map Amendment and our request for a Rezone.

1. A presentation was submitted to the Planning Department containing information about the intentions of the project. It was not made available to the commission before or during the meeting.
2. Per the meeting minutes, Planning Commission denied the Future Land Use Map Amendment solely on the basis that amending it for this request may lend credence to similar requests in the future.
3. Bonnie Bridges, Associate Staff Attorney/Special Deputy Prosecuting Attorney, commented on the potential legal issues with changing the future land use map. Her comments are not recorded in the written meeting minutes, nor are they audible in the recording of the meeting due to her not having a microphone. On the future land use map provided by the city there is a disclaimer that the plan "does not have the weight of law." What is audible in the recording is her cautioning the planning commission to not accept changes to the land use plan on a case-by-case basis and to always fall back on the zonings of the future land use map. The next Planning Commission on March 7th included 10 new rezonings and future land use map amendments on the agenda where she did not speak with the same cautionary warning as she did in the February 21 meeting regarding the Masterson request.
4. Denial for the reasons stated by the commission is in contradiction with past and present applications for Amendments the Commission has had before them and frequently approved. An example is the March 7th Planning Commission noted above that approved rezoning and future land use amendments from R-1 single family residential to DN-3 high density residential, which is the same rezoning requested for the Masterson property.
5. This rezoning is not a health and safety issue and the request fits with the goals of the city of Bentonville, specifically for areas close to downtown and the arts district, where higher density of residential properties support the growing population of the city. Further, no citizens at the meeting spoke in opposition to the rezoning.

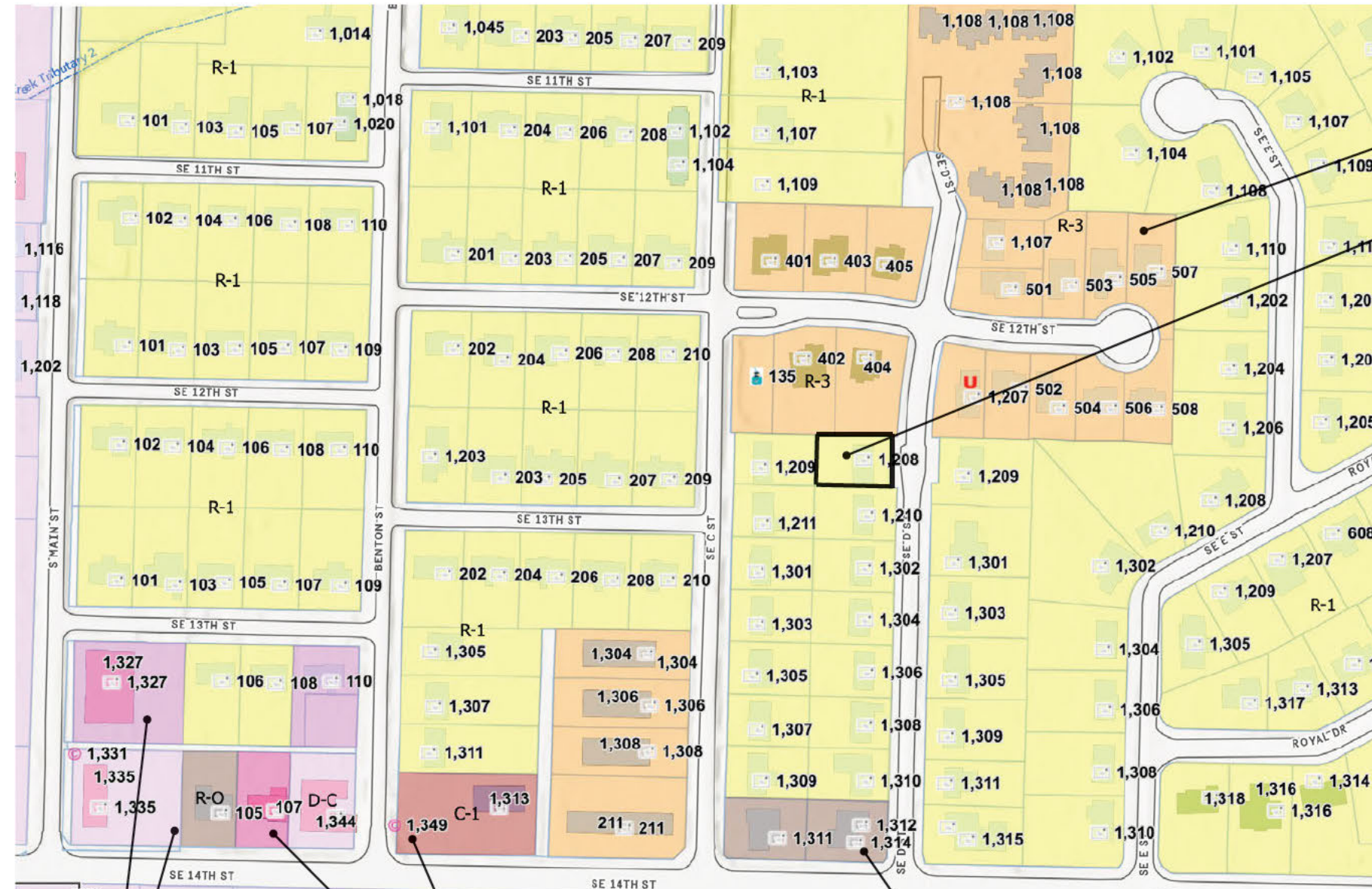
We respectfully ask that City Council overturn the Planning Commission's decision and approve the rezoning request.

Respectfully submitted,



Jessica Hester, AIA | NCARB | LEED AP
CEO + Principal Architect

CURRENT ZONING MAP

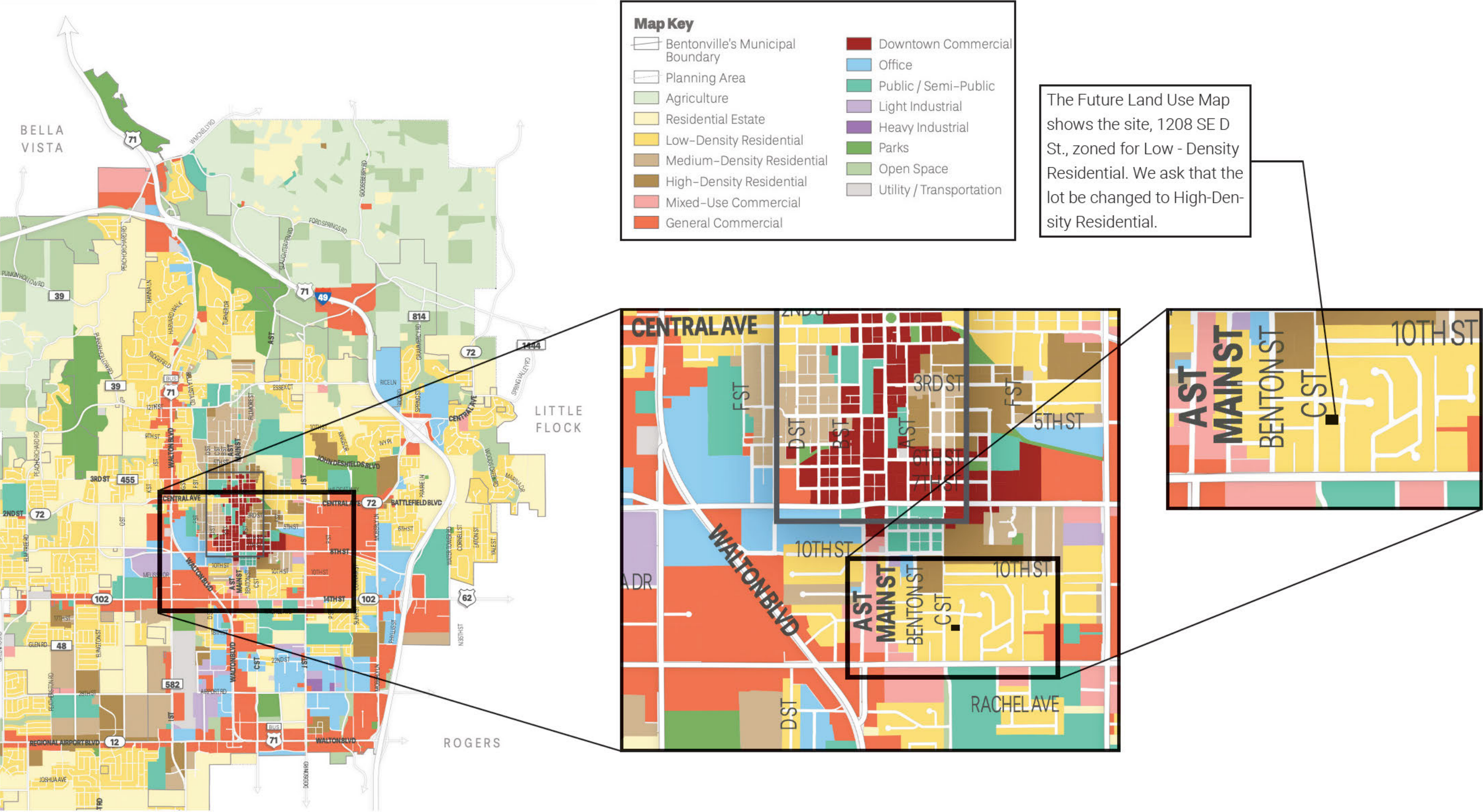


- R-3 Medium Density Residential
- R-1 Single Family Residential (current zoning)

Parcel #01-03115-000 is currently zoned as R-1 Single Family Residential adjacent to R-3 Medium Density Residential lots. In an effort to create denser residential opportunities closer to downtown proximity, we seek to re-zone to DN-3 to allow for a 2 story townhouse structure.

- D-E Downtown Edge
- D-C Downtown Core
- C-1 Neighborhood Commercial
- C-3 Central Commercial
- R-O Residential Office

FUTURE LAND USE MAP

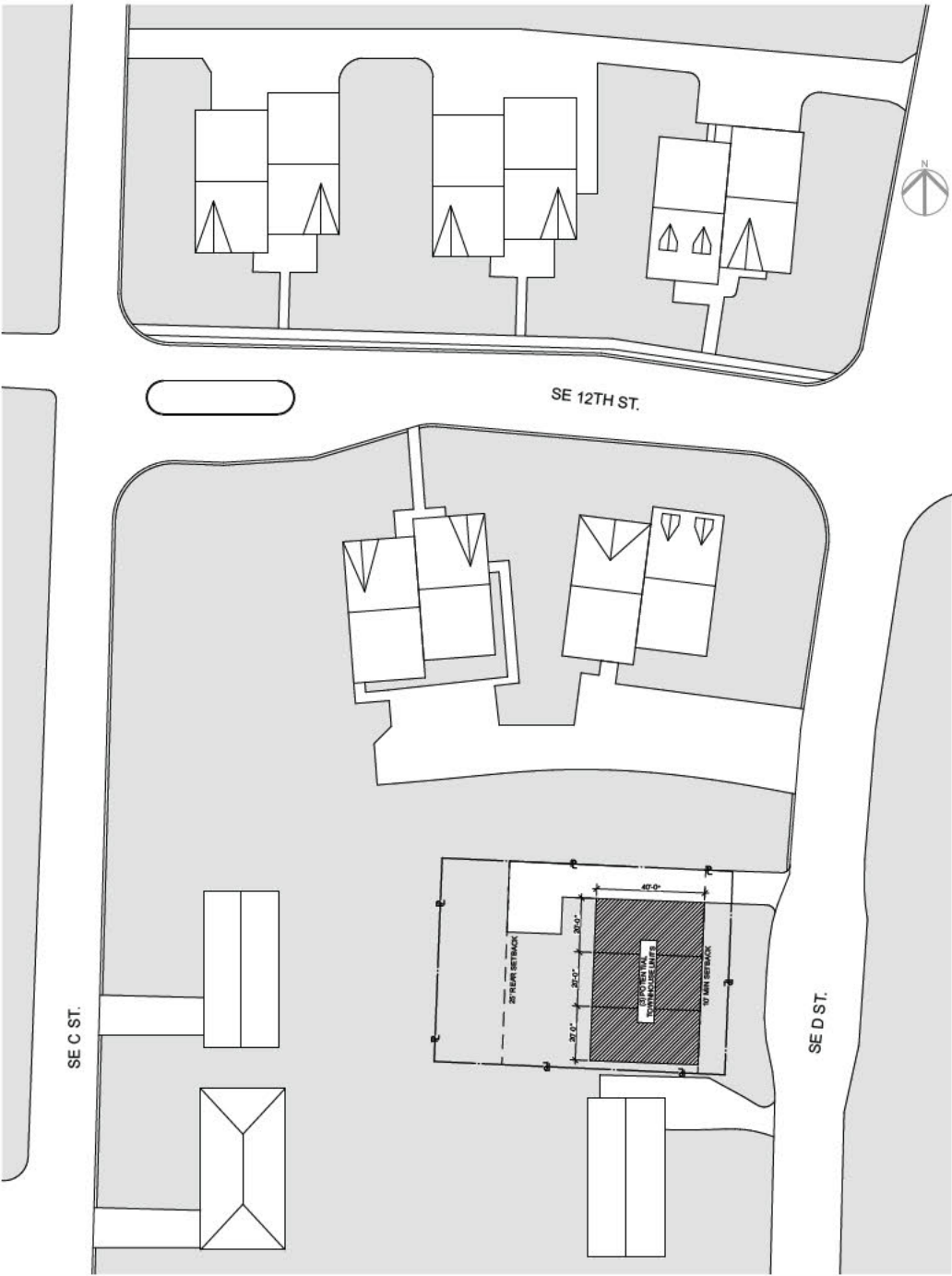


CURRENT CONDITIONS



PROPOSED CONDITIONS

We are asking to re-zone from R-1 Single-Family Residential to DN-3 Downtown High Density Residential in order to gain the setbacks needed to have a 3 unit Townhouse Structure, mid-block, on the site below.



RESOLUTION NO. _____

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

(PROJECT NUMBER: RZ23-0001)

WHEREAS, Bryce Masterson 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 HIGH-DENSITY RESIDENTIAL, which property is described as follows:

LOT 16, HILLCREST ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS AS SHOWN IN PLAT RECORD 1 AT PAGE 209. LAND AREA IS .186 ACRES OR 8086 SQUARE FEET. THENCE SOUTH 87 DEGREES, 22 MINUTES, 18 SECONDS EAST, A DISTANCE OF 107.50 FEET, ALONG THE NORTHERLY LINE OF PROPERTY NOW OWNED BY BRYCE MASTERSON. THENCE SOUTH 02 DEGREES, 13 MINUTES, 30 SECONDS WEST, A DISTANCE OF 75.22 FEET, ALONG THE EASTERLY LINE OF PROPERTY. THENCE NORTH 87 DEGREES, 22 MINUTES, 18 SECONDS WEST, A DISTANCE OF 107.50 FEET, ALONG THE SOUTHERLY LINE OF PROPERTY. THENCE NORTH 02 DEGREES, 13 MINUTES, 30 SECONDS EAST, A DISTANCE OF 75.22 FEET, ALONG THE WESTERLY LINE OF PROPERTY.

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held February 21, 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 deny the petition and that said future land use classification as presented on the property not be changed.

NOW, THEREFORE, BE IT RESOLUTION 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 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:

ATTEST:

Stephanie Orman, Mayor

Kirby Romines, City Clerk



Agenda Item Form

Date of City Council Meeting	4/11/2023
Department	Planning and Community Development
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):					
An appeal by Verdant Studio, representing Bryce Masterson, to a Planning Commission denial of a Rezoning Request from R-1, Low-Density Single-Family Residential to DN-3, Downtown High-Density Residential for property located at 1208 SE D Street. The Planning Commission considered this item on February 21, 2023, and recommended denial by a vote of 5-2.					

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





Memorandum

To: City Council
From: Tyler Overstreet, AICP
Date: April 11, 2023
RE: RZ23-0001, Masterson, Appeal

On February 21, 2023, the Planning Commission considered a future land use plan amendment and rezoning request at 1208 SE D Street for Bryce Masterson. The applicant requested the Future Land Use Map be changed from Low-Density Residential to High-Density Residential, which Planning Commission denied by a vote of 4-3. The applicant requested the property be rezoned from its present classification of R-1, Low-Density Single-Family Residential to DN-3, Downtown High-Density Residential, which Planning Commission denied by a vote of 5-2.

On tonight's agenda are appeals for both the Future Land Use denial and the rezoning denial. City Council may approve the appeal(s), which approves the application(s), deny the appeal(s), which denies the application(s), or send one or both applications back to the Planning Commission for reconsideration. Within this evening's packet, you will find the original staff report and packet which was presented to the Planning Commission, the February 21 meeting minutes, and the applicant's appeal letter and associated attachments.

Please let me know if you have any questions about the original requests, the appeal, or the process. Thank you.

Regards,

Tyler Overstreet
Director of Planning and Community Development, City of Bentonville

REZONING & FUTURE LAND USE AMENDMENT STAFF REPORT



Masterson

1208 Southeast D Street

PC Date: 2/21/2023

Reviewer: Keegan Stanton, Senior Planner AICP

Project Number	RZ23-0001
Applicant / Current Owner	Verdant Studio/Bryce Masterson
Site Area	+/- 0.18 Acres
Current Zoning	R-1, Low Density Single Family Residential
Requested Zoning	DN-3, Downtown High Density Residential
Future Land Use Map Designation	Low-Density Residential (LDR)
Future Land Use Map Request	High-Density Residential (HDR)

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

Location Map



Property Description

This property is located at 1208 Southeast D Street. The property is currently zoned R-1, Low Density Single Family Residential with a future land use designation of Low Density Residential. Adjacent zoning districts include R-1 as well as R-3, Medium-High Density Residential to the north.

Relationship to the Bentonville Community Plan

The Future Land Use Plan currently shows this property as Low-Density Residential (LDR), in which the proposed rezoning of DN-3, Downtown High Density Residential is incompatible. 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 has requested the Future Land Use Map be amended to High-Density Residential (HDR) for this location. 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 highlights reinvestment in urban neighborhoods in and around Downtown Bentonville.

Public Comment

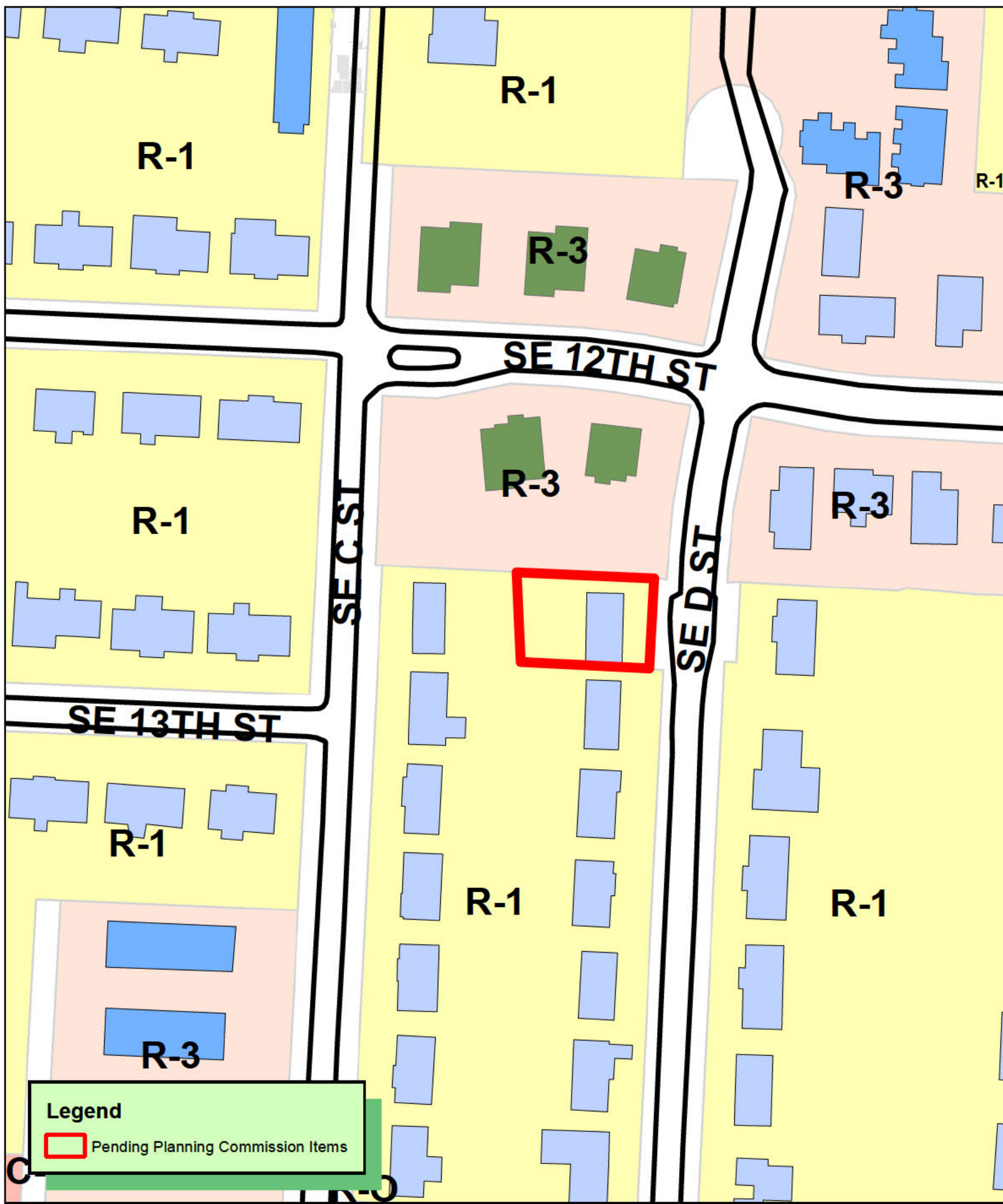
At the time of writing this staff report, staff has not received public comment on this item.

Analysis

DN-3 zoning is not compatible with the Future Land Use Map without the requested amendment. The close proximity to Southeast C Street and Southeast 14th Street, respectively a collector and arterial, would lend appropriateness to this request in that denser uses are more compatible with those level of streets. Additionally, multi-family uses and zoning adjacent to the property anchor an existing, more dense urban form near this location.

Conclusion

Staff recommends approval of the rezoning request should the Planning Commission approve the Future Land Use Map Amendment.



Legend

 Pending Planning Commission Items


1 inch = 100 feet

RZ22-0001 2/21/23
REZONING R1 TO DN3
HILLCREST ADDITION
LOT 16
144

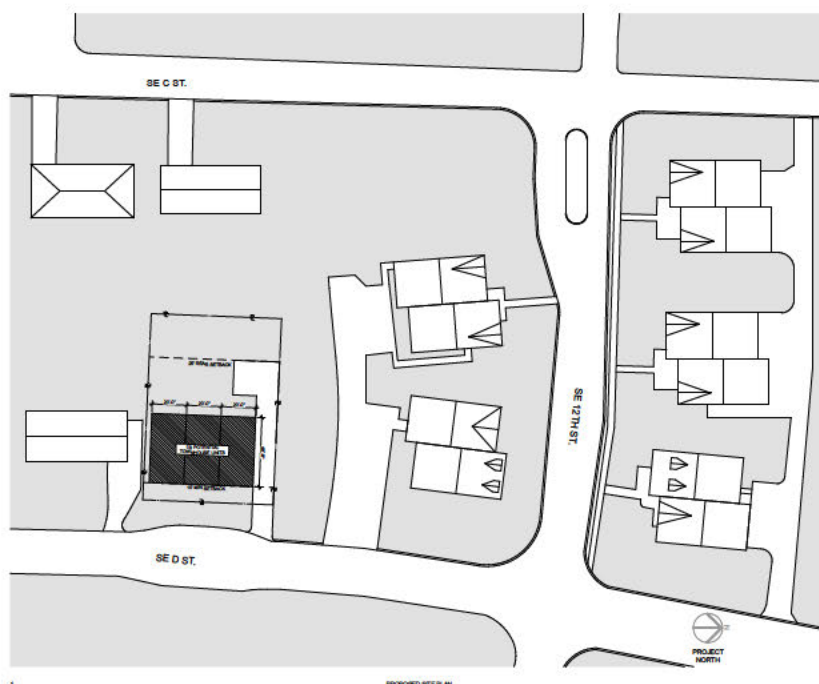


The current zoning of property 1208 SE D St. Parcel #01-03115-000 is R-1. The owner is requesting to amend the future land use map to show this parcel as high-density residential instead of low-density residential, as well as rezone to DN-3. The intention of the rezoning is to be able to provide more housing in the area beyond the typical single-family home. It is clear there is a lack of housing to fit the population of the city, therefore we are requesting to rezone this lot in order to densify new construction surrounding Downtown Bentonville. There are no proposed sales, and the lot will be developed by the owner.

The current owner, Bryce Masterson (801-309-5437) proposes to place 3 townhomes or a duplex with attached ADU's to provide three to four living units within the site adhering to the zone's setbacks and guidelines. With duplexes on neighboring SE 12th street, the proposed design will fit seamlessly in the neighborhood. The current structure is in a state of disrepair potentially requiring demolition. The new development proposed by Mr. Masterson would improve the neighborhood by replacing an existing eye-sore with beautiful new construction that will advance the city's goal of a denser residential fabric.

The development allowed by DN-3 rezoning will continue to be residential use only. It will not impact traffic flow or require any signage. The appearance will adhere to any current Bentonville design standards for residential construction. All city amenities are currently accessible on this lot with no changes required.

POTENTIAL SITE PLAN



Note – Some of the members of the Planning Commission, as well as City staff members, may attend this meeting virtually. For public health reasons, those who attend in person should consider personal hygiene, the use of facial coverings, and social distancing.



**Planning Commission
Meeting Minutes
February 21, 2023
Bentonville City Hall
Tech Review: 4:00 PM
Public Hearing: 5:00 PM**

Meeting Recording Link:

https://us06web.zoom.us/rec/share/76UCdi0PS33oSMmd19klcIKDx5Hijj_Y8QtHAwpPXcRenSYyDVpzara-pfAKURMG.TXcM-vb1vYIEGku0

Commissioners Present: Danny Bennett, Joe Haynie, Reginald Wright, Elaine Kerr, Dana Davis, Rod Sanders, Eric Hipp

Staff Present: Tyler Overstreet(via Zoom), Dan Weese, Bonnie Bridges, Tom Adler, Luke Aitken, Jon Stanley (via Zoom), Keegan Stanton (via Zoom)

Call to Order

- Meeting called to order at 5:10 pm by Chairman Sanders

I. Approval of the February 7th 2023 Meeting Minutes

- Discussion between Mr. Aitken and commissioners confirming minor corrections which were made to the minutes during the meeting break.
- Motion by Hipp, second by Wright to approve the February 7th meeting minutes as presented
- Minutes are approved 7-0 by voice vote

II. Consent Agenda

- Mr. Adler presents the items on the consent agenda.
- Consent agenda is approved 7-0 as presented

1. Lot 19, Block 16 of Railroad Addition

303 Southeast Henry Street ([LS23-0004](#))

Property Line Adjustment

III. New Business

Advertised Public Hearings

1. Masterson

1208 Southeast D Street ([RZ23-0001](#))

Rezoning

Rezoning: R-1, Low Density Single Family Residential to DN-3, Downtown High Density Residential

To see a full list of all pending Planning Commission items, please visit: <https://arcg.is/08HvK8>

Future Land Use Map Amendment: LDR, Low Density Residential to HDR, High Density Residential

- Mr. Adler provides an overview of the staff report
- Chairman Sanders opens the public hearing.
- Abby Critselous of Verdant Studio, representing the applicant, speaks to the intent of the request.
- Discussion among staff and commissioners regarding surrounding R-3 Zoning and the upcoming future land use map update which may lend credence to a similar request in the future
- Public hearing is closed
- Future Land Use Map Amendment Request is Denied 4-3 with Commissioners Davis, Hipp, Haynie, and Kerr voting no due to incompatibility with the future land use map.
- Rezoning Request is Denied 5-2 with Commissioners Davis, Hipp, Haynie, Bennet, and Kerr voting no due to the contrast between the requested zoning and the property's current land use map designation

2. Freeman Living Trust

Rezoning

204, 206, & 214 Southwest Glover Street ([RZ23-0007](#))

Rezoning: R-1, Low Density Single Family Residential to DN-2, Downtown Medium Density Residential

- Mr. Adler provides an overview of the staff report
- Chairman Sanders opens the public hearing.
- Will Kelstrom, representing the applicant, speaks to the intent of the rezoning request
- Public hearing is closed
- Rezoning Request is Approved 7-0

3. Freeman Living Trust

Rezoning

203 Northwest D Street ([RZ23-0009](#))

Rezoning: R-1, Low Density Single Family Residential to DN-1, Downtown Low Density Residential

- Mr. Adler provides an overview of the staff report
- Chairman Sanders opens the public hearing.
- Will Kelstrom, representing the applicant, speaks to the intent of the rezoning request and clarifies why two separate requests were made
- Elaine Maulky of 504 W Central Ave asks about what will be built there
- Mr. Adler and Mr. Aitken clarify the difference between the two relevant zoning districts
- Public hearing is closed
- Rezoning Request is Approved 7-0

4. Freeman Living Trust

Rezoning

205 Northwest D Street ([RZ23-0010](#))

Rezoning: R-1, Low Density Single Family Residential to DN-1, Downtown Low Density Residential

- Mr. Adler provides an overview of the staff report
- Chairman Sanders opens the public hearing.
- Public hearing is closed
- Rezoning Request is Approved 7-0

5. Ehret

Rezoning

1109 Northeast A Street ([RZ23-0014](#))

Rezoning: R-1, Low Density Single Family Residential to DN-4, Downtown Mixed-use Residential

Future Land Use Map Amendment: LDR, Low Density Residential to MUC, Mixed-use Commercial

- Mr. Adler provides an overview of the staff report
- Chairman Sanders opens the public hearing.
- The applicant, Ken Ehret presents his case and intent for the request
- Mr. Ehret amends his request from DN-4 to DN-3, Downtown Medium Density Residential
- Greg Parker of 1055 N Main Street, speaks in support of the request, concurring with the applicant
- Angela Jones of 108 NE Briartown Mews speaks in opposition of the request due to concerns around increased vehicle traffic in her neighborhood
- Public hearing is closed
- Mr. Ehret amends his request from DN-3 to DN-2, Downtown Medium Density Residential
- This amended request will not require a future land use map amendment prior to approval
- Mr. Ehret withdraws his request to amend the future land use map
- The amended Rezoning Request to DN-2 is Approved 7-0

6. Brothers Meet House

Conditional Use Permit

405 Southeast 5th Street ([CU23-0001](#))

- Mr. Adler provides an overview of the staff report
- The applicant, April Seggebruch, provides a drawing showing bike parking and vehicle parking on site and off site parking to be utilized through a shared parking agreement with neighboring property owners
- Chairman Sanders and Mr. Adler clarify that the applicant shall have their shared parking agreement approved by Mr. Overstreet prior to obtaining their Certificate of Occupancy as a condition of approval.
- Permit Request is Approved 7-0
- Chairman Sanders failed to open a public hearing prior to calling for a vote on this item so a revote must take place.
- Chairman Sanders opens the public hearing
- Public hearing closed

- Motion by Davis, second by Hipp to vacate the original vote and it is unanimously approved by voice vote.
- Permit Request is Approved 7-0

7. City of Bentonville

Conditional Use Permit

908 Southeast 14th Street ([CU23-0003](#))

- Mr. Adler provides an overview of the staff report
- Chairman Sanders clarifies that the Commission's findings and decision are informed primarily by the high importance of the emergency radio system in question to the public safety of citizens.
- Chairman Sanders opens the public hearing
- Chairman Sanders closes the public hearing
- Permit Request is Approved 7-0

8. City of Bentonville

Conditional Use Permit

5500 Southwest Barron Road ([CU23-0004](#))

- Mr. Adler provides an overview of the staff report
- Chairman Sanders clarifies that the Commission's findings and decision are informed primarily by the high importance of the emergency radio system in question to the public safety of citizens.
- Chairman Sanders opens the public hearing
- Chairman Sanders closes the public hearing
- Commissioner Davis asks the applicant, Captain John Hubbard of Bentonville Police Department, how feasible it would be to relocate the radio tower further away from the homes to the south, and Mr. Hubbard states that a redesign at this point would be cost prohibitive
- Permit Request is Approved 7-0

9. Beach BBQ

Conditional Use Permit Extension

1080 Southeast 14th Street ([CU22-0023](#))

- Mr. Adler provides an overview of the staff report, and Mr. Overstreet clarifies it is only a request for time frame extension on the previously approved permit, and as such a public hearing is not necessary
- The applicant, Ravi Naidu Dadi, explains the need for the extension and reasoning for not building the site to the previously approved large scale design.
- Commissioner Davis speaks with Mr. Dadi regarding the possibility of providing a letter of credit for the City prior to Planning Commission approving another extension.
- Commissioner Davis proposes tabling the item amidst further discussion needed between the applicant and staff. He also proposes a 3 month extension to the CUP and a condition for allowing another 3 months extension if the LSD plans are amended or a pre-construction conference is held for the LSD within the first 3 month time frame.
- Chairman Sanders reiterates the need for the large scale development plans to be fully executed after the CUP expires
- Motion by Davis, second by Hipp to table the request to March 7th
- Permit extension request is tabled to the March 7th meeting 7-0

Other New Business (Projects associated with waivers)

1. My Place Hotel

Large Scale Development

Southeast East Pointe Avenue ([LSD23-0002](#))

Waiver #1: A waiver from Section 501.06(f) – Off-street parking standards. The applicant is requesting a waiver to provide one less parking space than is required.

- Barry Williams of Crafton Tull, representing the applicant, speaks to how utility conflicts make it difficult to provide the exact number of parking stalls required by code
- Motion by Davis, Second by Kerr to approve the waiver as presented
- Waiver request is Approved 7-0
- Discussion among staff and commissioners around the proposed large scale development
- Large Scale Development request is Approved 7-0

2. 7Brew

Large Scale Development

411 Southeast Walton Blvd. ([LSD23-0003](#))

Waiver #1: A waiver from Section 1100.21(e) – Building Material. The applicant is requesting a waiver to provide one primary material over 25% and to allow Nichiha as a primary material.

Waiver #2: A waiver from Section 1100.02(a)(6) Access Management Standards – Distance Between Curb Cuts. The applicant is requesting a waiver on driveway spacing in order to continue using existing curb cut.

- Mr. Adler provides an overview of the staff report
- Chairman Sanders asks that a stub for cross access be shown on the plans where appropriate
- Mr. Adler clarifies that there is no cross access shown on the plans currently
- Jared Inman of Jorgenson and Associates, representing the applicant, speaks to a lack of cooperation from neighboring businesses around shared access agreements
- Mr. Inman states they can add a cross access easement and curb cut where appropriate to facilitate adequate cross access in the future
- Jake Wrazel, the Applicant, states he is able to show the requested easement on the large scale plans
- Motion by Hipp, second by Kerr to approve the first waiver as presented
- Waiver #1 Approved 7-0
- Motion by Wright, second by Haynie to approve the second waiver as presented
- Waiver #2 Approved 7-0

- Chairman Sanders specifies he wants to add conditions to the approval of the large scale stating that the drainage report must be revised to reflect the proposed detention area prior to pre-construction and another stating adequate cross access must be shown on the plat and plans for the parking lot to the North.
- Large Scale Development is approved 7-0

3. Nelagoney Glen

Preliminary Plat

909-911 Northwest C Street ([PP22-0007](#))

Waiver #1: A waiver from Section 1100.16(b) Right-of-way dedication. The applicants requests a waiver in order to preserve and plant trees along the street frontage.

- Mr. Adler provides an overview of the staff report
- Patrick Foy of Half, speaks to the reason for the altered right of way dedication
- Motion by Kerr, second by Wright to approve the waiver as presented
- Waiver #1 Approved 7-0
- Preliminary Plat Approved 7-0

4. 7TH Street Townhomes

Waiver Request

207 & 209 SE 7th Street ([LSD21-0038](#))

Waiver #1: Applicant requests a waiver to exterior materials for a previously approved large-scale development. A waiver from Section 1100.21(e) – Building Material. The applicant is requesting a waiver to provide one primary material over 25% and to allow LP or Hardie Board as a primary material.

- Mr. Adler provides an overview of the staff report
- Discussion among commissioners regarding setting precedent for lower quality materials on new townhomes and buildings downtown
- Barry Williams of Crafton Tull, representing the applicant, requests to table the item to March 7th
- Motion by Hipp, second by Wright to Table the waiver request
- Tabled 7-0

Motion by Davis, second by Kerr to Adjourn

Meeting adjourned 6:25 PM

March 17, 2023

City of Bentonville City Council
Planning Commission Appeal

Re: Future Land Use Amendment/Rezone Appeal
City of Bentonville Project RZ23-0001 Masterson Rezone

1208 SE D St., Bentonville, AR
Verdant Studio Project
ARP-22-031 Masterson Rezone

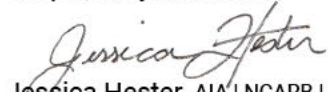
City Council Members:

Planning Commission was presented a request for a Future Land Use Map Amendment and request for Rezone at the February 21st Planning Commission meeting. Planning Commission denied the Future Land Use Amendment 4-3 and the request for Rezone 5-2. We would request that City Council review our request for a Future Land Use Map Amendment and our request for a Rezone.

1. A presentation was submitted to the Planning Department containing information about the intentions of the project. It was not made available to the commission before or during the meeting.
2. Per the meeting minutes, Planning Commission denied the Future Land Use Map Amendment solely on the basis that amending it for this request may lend credence to similar requests in the future.
3. Bonnie Bridges, Associate Staff Attorney/Special Deputy Prosecuting Attorney, commented on the potential legal issues with changing the future land use map. Her comments are not recorded in the written meeting minutes, nor are they audible in the recording of the meeting due to her not having a microphone. On the future land use map provided by the city there is a disclaimer that the plan "does not have the weight of law." What is audible in the recording is her cautioning the planning commission to not accept changes to the land use plan on a case-by-case basis and to always fall back on the zonings of the future land use map. The next Planning Commission on March 7th included 10 new rezonings and future land use map amendments on the agenda where she did not speak with the same cautionary warning as she did in the February 21 meeting regarding the Masterson request.
4. Denial for the reasons stated by the commission is in contradiction with past and present applications for Amendments the Commission has had before them and frequently approved. An example is the March 7th Planning Commission noted above that approved rezoning and future land use amendments from R-1 single family residential to DN-3 high density residential, which is the same rezoning requested for the Masterson property.
5. This rezoning is not a health and safety issue and the request fits with the goals of the city of Bentonville, specifically for areas close to downtown and the arts district, where higher density of residential properties support the growing population of the city. Further, no citizens at the meeting spoke in opposition to the rezoning.

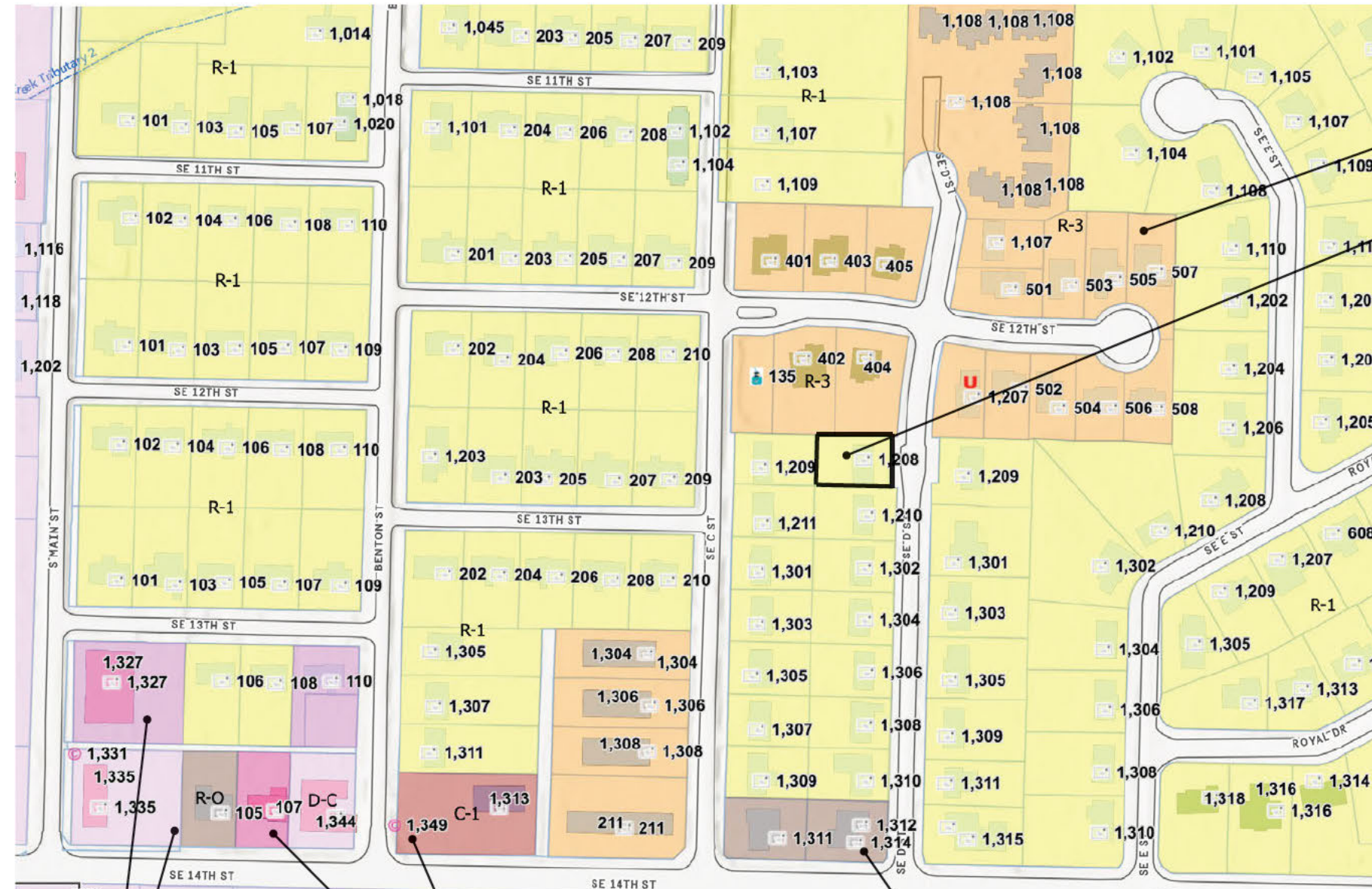
We respectfully ask that City Council overturn the Planning Commission's decision and approve the rezoning request.

Respectfully submitted,



Jessica Hester, AIA | NCARB | LEED AP
CEO + Principal Architect

CURRENT ZONING MAP

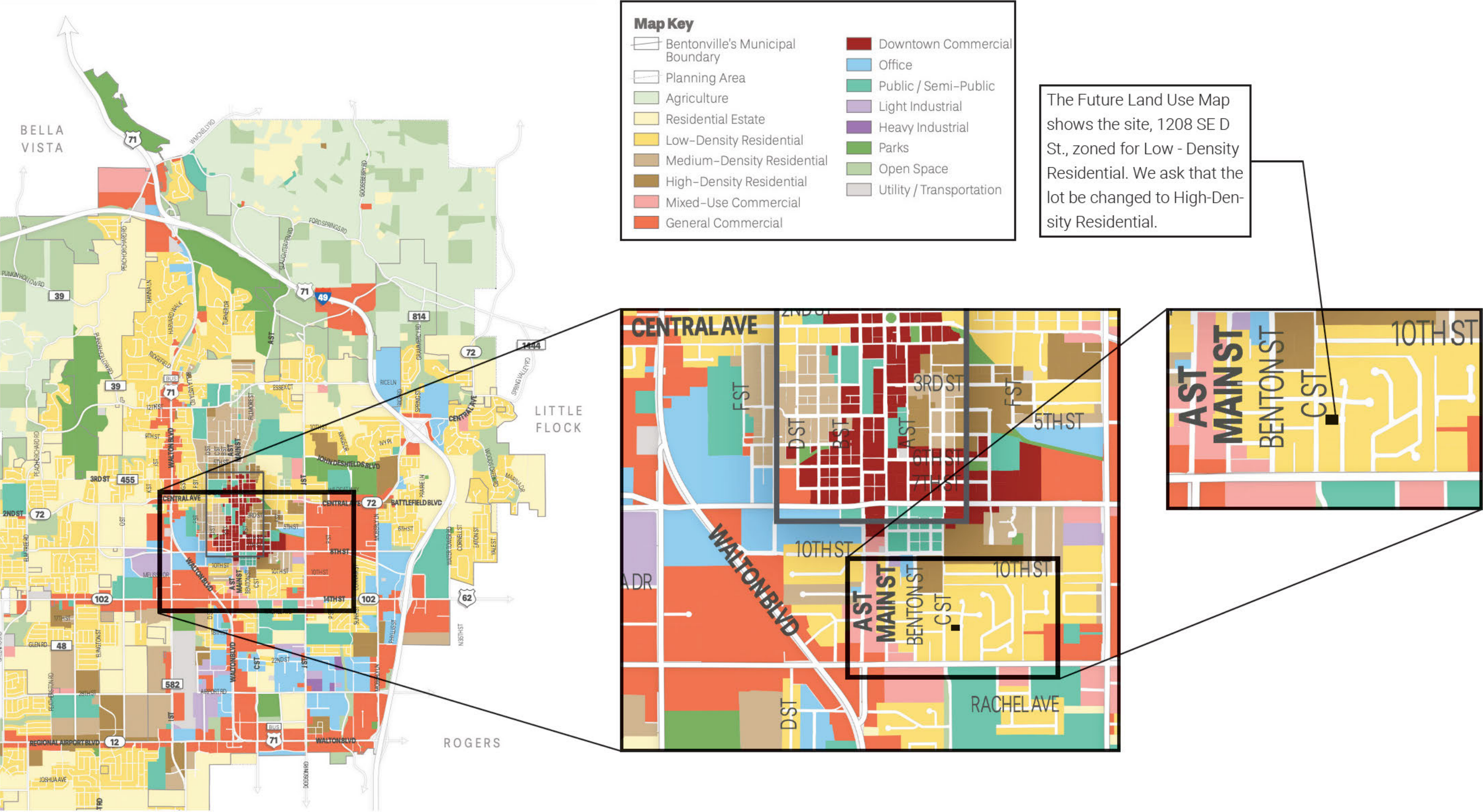


- R-3 Medium Density Residential
- R-1 Single Family Residential (current zoning)

Parcel #01-03115-000 is currently zoned as R-1 Single Family Residential adjacent to R-3 Medium Density Residential lots. In an effort to create denser residential opportunities closer to downtown proximity, we seek to re-zone to DN-3 to allow for a 2 story townhouse structure.

- D-E Downtown Edge
- C-1 Neighborhood Commercial
- R-O Residential Office
- D-C Downtown Core
- C-3 Central Commercial

FUTURE LAND USE MAP

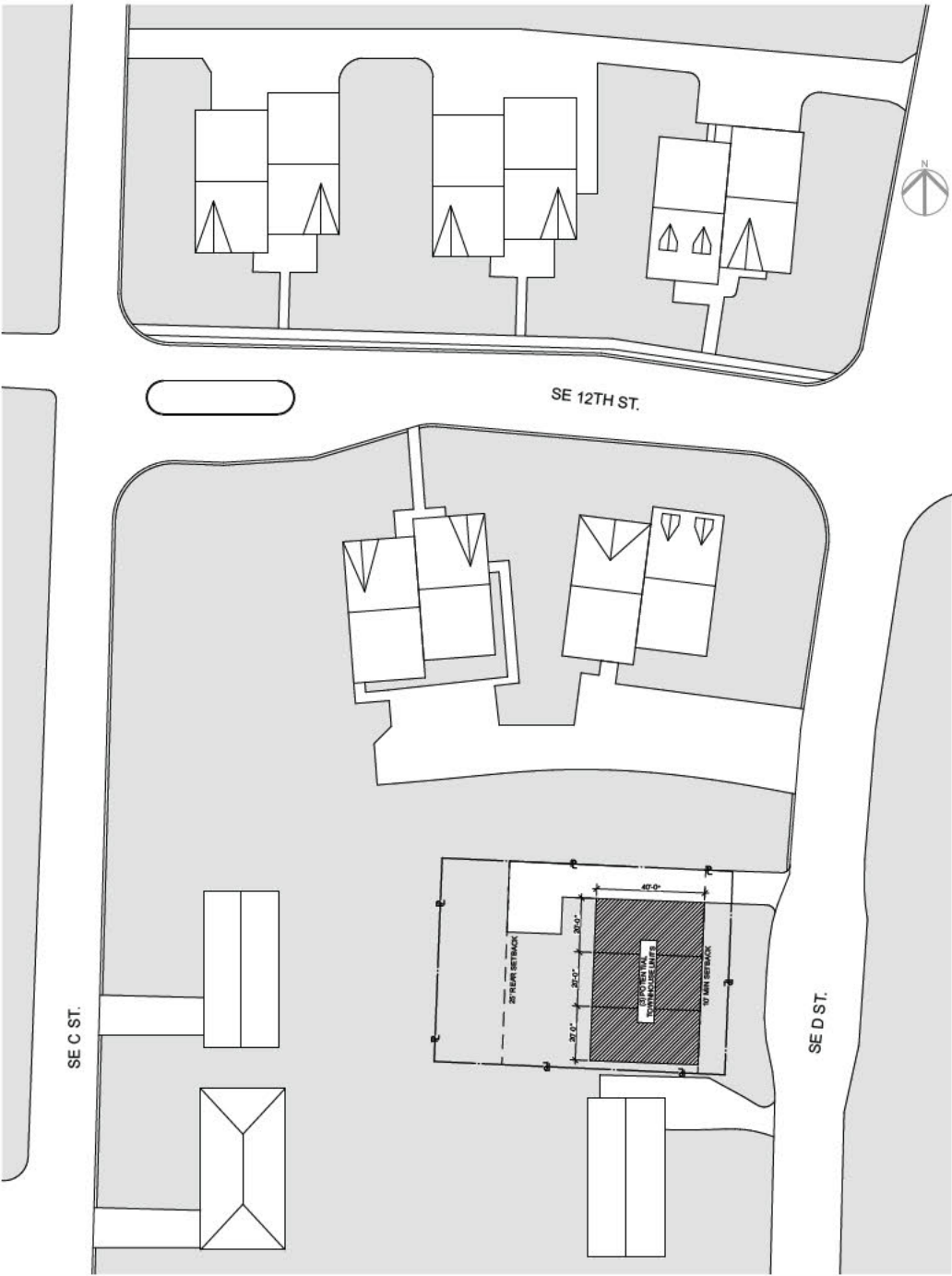


CURRENT CONDITIONS



PROPOSED CONDITIONS

We are asking to re-zone from R-1 Single-Family Residential to DN-3 Downtown High Density Residential in order to gain the setbacks needed to have a 3 unit Townhouse Structure, mid-block, on the site below.



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: RZ23-0001)

WHEREAS, Bryce Masterson, 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 16, HILLCREST ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS AS SHOWN IN PLAT RECORD 1 AT PAGE 209. LAND AREA IS .186 ACRES OR 8086 SQUARE FEET. THENCE SOUTH 87 DEGREES, 22 MINUTES, 18 SECONDS EAST, A DISTANCE OF 107.50 FEET, ALONG THE NORTHERLY LINE OF PROPERTY NOW OWNED BY BRYCE MASTERSON. THENCE SOUTH 02 DEGREES, 13 MINUTES, 30 SECONDS WEST, A DISTANCE OF 75.22 FEET, ALONG THE EASTERLY LINE OF PROPERTY. THENCE NORTH 87 DEGREES, 22 MINUTES, 18 SECONDS WEST, A DISTANCE OF 107.50 FEET, ALONG THE SOUTHERLY LINE OF PROPERTY. THENCE NORTH 02 DEGREES, 13 MINUTES, 30 SECONDS EAST, A DISTANCE OF 75.22 FEET, ALONG THE WESTERLY LINE OF PROPERTY.

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held February 21, 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 deny the petition and that said property not 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:

ATTEST:

Stephanie Orman, Mayor

Kirby Romines, City Clerk



Agenda Item Form

Date of City Council Meeting	4/11/2023
Department	Electric
Submitted by	Travis Matlock
Phone	479-271-5941

Item Type: (Check All That Apply)					
☒ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☒ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Resolution authorizing the Mayor and City Clerk to enter into Addendum #6 to the Wal-Mart Master Development Agreement and approving a budget adjustment related to final engineering, procurement, and construction for the electric upgrades on Hwy 102 and "J" St. required for the WMT Global Home Office for \$3,735,474.50. This item requires a budget adjustment recognizing payment of this expense by Wal-Mart. Approved by Utility Board 4-0.					

Estimated Cost	\$3,735,474.50
Is this Item Budgeted?	☐ Yes ☒ No
If no, please explain how item will be funded (briefly explain in space below):	
The developer will pay the costs of the electric improvements for the campus. A budget adjustment will recognize the money from the developer.	





Budget Adjustment Request

Date of City Council Meeting	4/11/2023
Department	Electric
Submitted by	Travis Matlock, PE
Phone	479-271-5941

Purpose of Budget Adjustment <i>(Enter purpose in space below):</i>
Budget adjustment to recognize \$3,735,474.50 from Wal-Mart to cover the costs of the engineering, procurement, and construction portion of the Ampical agreement for the Wal-Mart Global Home Office electric improvements on Hwy 102 and "J" St. Approved by Utility Board 4-0.

General Ledger Account Information*				
Org (Department)	Object	Account Description	Revenue + (-)	Expense + (-)
503010	34410	Billed Services	\$ 3,735,474.50	
503010	47310	Improvements Other than Electric		\$ 3,735,474.50
		Totals	\$ 3,735,474.50	\$ 3,735,474.50
		Net Impact on Fund Balance	\$ -	

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



www.bentonvillear.com

PLEASE RECYCLE



MEMORANDUM

DATE: April 11, 2023

TO: City Council, Mayor Orman

FROM: Travis Matlock, Electric Utility Director

RE: Addendum #6 WMT Global Home Office Electric Improvements – Hwy 102 & “J” St.

Electric Dept. staff recommends entering into an Addendum #6 to the MSA with WMT for the Global Home Office concerning the engineering, procurement, and construction for the required electric upgrades at Hwy 102 & “J” St. for \$3,735,474.50 and a budget adjustment recognizing the grant from WMT.

This is a continuation of the overall Global Home Office improvements. WMT will cover the costs of the final engineering, procurement, and construction of the OH electric requirements associated with the widening of the intersection of Hwy 102 and “J” St. This money will cover the costs of the change order with Ampirical Solutions, Inc.

Approved by Utility Board 4-0.

ADDENDUM 6
TO
MASTER DEVELOPMENT AGREEMENT
GLOBAL HOME OFFICE PROJECT

FINAL DESIGN PROCUREMENT AND CONSTRUCTION FOR THE OVERHEAD
RELOCATION AT THE INTERSECTION OF HWY 102 AND SE “J” ST. FOR GLOBAL
HOME OFFICE

This FINAL DESIGN PROCUREMENT AND CONSTRUCTION FOR THE OVERHEAD RELOCATION AT THE INTERSECTION OF HWY 102 AND SE “J” ST. FOR GLOBAL HOME OFFICE (this “Addendum 6”) is made as of the ____ day of March, 2023 (the “Effective Date”), by and between the CITY OF BENTONVILLE, ARKANSAS, with offices at 305 SW “A” St., Bentonville, Arkansas 72712 (“City”) and WALMART INC., a Delaware corporation, with offices at 2001 SE 10th Street, Bentonville, Arkansas 72716 (“Walmart”). City and Walmart shall collectively be referred to herein as the “Parties.”

W I T N E S S E T H

WHEREAS, Walmart and the City are parties to that certain Master Development Agreement-Global Home Office Project, dated July 14, 2020, including all addendums thereto (“Master Development Agreement”), and pursuant to Section 1 of the Master Development Agreement this Addendum 6 is incorporated into the Master Development Agreement as an Addendum (as defined therein) for all purposes. Unless expressly set forth herein, the terms of the Master Development Agreement shall control;

WHEREAS, City is the owner of certain property (the “Overhead Line”) in the City of Bentonville, County of Benton, State of Arkansas, upon which the City currently provides electric distribution services to the rate payers of Bentonville;

WHEREAS, City and Walmart desire the SE 14th St. and SE “J” St., including the intersection, to be widened and improved due to the development of the Global Home Office Project;

WHEREAS, City and Walmart desire (i) the Overhead Line to be designed to be relocated and (ii) the Overhead line to be thereafter relocated, to provide adequate room for the improvements to be constructed by Walmart and the work described on Exhibit “A” attached hereto, (collectively, the “City Work”);

WHEREAS, pursuant to the Addendum 1 to the Master Development Agreement, the City entered into that certain Engineer Services Agreement with Ampirical;

WHEREAS, City and Walmart desire to cause the City to engage Ampirical in connection with the City Work, pursuant to a Change Order to the Engineer Services Agreement and a new procurement and construction agreement, as set forth herein; and

WHEREAS, the Parties desire to enter into this Addendum 6 to set for their mutual responsibilities and obligations.

NOW, THEREFORE, for and in consideration of the mutual exchange of the covenants and agreements hereinafter set forth, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Engineering Services Agreement. Within five (5) days following the Effective Date, the City shall engage Ampirical pursuant to that certain Change Order (“Change Order”) to the Engineer Services Agreement for engineering design regarding the City work on a fixed price basis (collectively the costs of City Work under the Change Order, the “Engineering Costs”).

2. Payment of Engineering Costs. Within thirty (30) days of the City signing the Change Order Walmart shall pay to the City the Change Order Maximum Amount. Walmart’s maximum aggregate reimbursement payments to the City for Engineering Costs under the Change Order shall not exceed \$98,104.68 (“Change Order Maximum Amount”). The City shall enforce the Engineer Services Agreement and Change Order pursuant to the terms therein, and not default, amend, alter, or request a change to the Capital Change Order without the prior written consent of Walmart.

3. Procurement and Construction Agreement. Within five (5) days following the Effective Date, the City shall engage Ampirical pursuant to that certain Agreement Between Owner and Engineer (On the Basis of a Stipulated Price) (Project: SE 14th and SE “J” Overhead Electric Relocation) (“Overhead Line Procurement and Construction Agreement”) for construction of the City Work on a fixed price basis (“P&C Costs”). The Overhead Line Procurement and Construction Agreement shall be on the same form and terms (subject to the revised scope for the City Work and as otherwise provided herein) as entered into by the City and Ampirical, which was approved by Walmart under Addendum 4 to the Master Development Agreement.

4. Payment of P&C Costs. Attached hereto as Exhibit “B” is Ampirical’s milestone date payment schedule for P&C Costs (“Ampirical Milestones”). Walmart shall pay the City, on or before thirty (30) days prior to the stated Ampirical Milestones dates, the scheduled payment due on Ampirical Milestones dates, as set forth on Exhibit “B”. Walmart’s maximum aggregate payments to the City for P&C Costs under the Overhead Line Procurement and Construction Agreement shall not exceed \$3,637,369.82 (“Overhead Line Maximum Amount”). The City shall enforce the Overhead Line Procurement and Construction Agreement pursuant to the terms therein, and not default, amend, alter or request a Change Order without the prior written consent of Walmart. In the event Walmart approves a Change Order which reduces the costs to the City under the Overhead Line Procurement and Construction Agreement, the Overhead Line Maximum Amount under this Section 2 shall be reduced by an amount equal to the amount of such reduction of costs under the Overhead Line Procurement and Construction Agreement. If requested by Walmart, the City shall exercise the termination right set forth in Article 14 of the Terms and Conditions of the Overhead Line Procurement and Construction Agreement. The Parties hereby expressly agree that the Walmart payments shall not be used for any other costs and expenses other than the P&C Costs for the City Work.

5. Compliance by City. City shall cause such action necessary and required to be taken to be in full compliance and meet all requirements set forth in applicable codes, laws, and ordinances, including, without limitation, those required by city, county, state, and federal governmental authorities.

6. Performance by City. The City shall cause the City Work to be substantially completed on or before March 22, 2024 (the period of time commencing on the Effective Date through March 22, 2024 is herein referred to as the “Construction Term”). Notwithstanding anything herein contained to the contrary, if in the reasonable opinion of Walmart, City has not commenced or is not proceeding with due diligence to perform its obligations hereunder in a workmanlike manner according to the provisions of this Addendum 6 to fully complete the City Work on or before the expiration of the Construction Term, then Walmart shall notify City in writing, in accordance with this Addendum 6, of such default, specifying the nature and circumstances of the default with particularity. If City shall continue to be in default under any of the provisions of this paragraph for sixty (60) days, or in the event that such default may not be reasonably cured within sixty (60) days, such additional time as is necessary to cure such default, or if City has failed to proceed with due diligence to cure such default, then Walmart shall have the right at its sole election and upon twenty-one (21) days advance written notice to City, to terminate this Addendum 6 as provided herein and City shall refund to Walmart an amount equal to the Walmart payments to the City as of the date of such termination, or pursue all such other rights or remedies at law.

7. No Implied Obligation. It is expressly agreed that nothing contained in this Addendum 4 shall be construed to contain a covenant, either expressed or implied, to either commence the construction of a building or the operation of a business or thereafter continuously operate a business on the Walmart Property.

8. Notices. All notices and other communications required or permitted to be given hereunder shall be in writing and shall be mailed by certified or registered mail, return receipt requested and postage prepaid, or reputable overnight delivery service with proof of delivery, addressed as follows.

If to City: Travis Matlock, PE
Electric Utility Director
City of Bentonville
3200 SW Municipal Drive
Bentonville, Arkansas 72712

With a copy to: Camille Thompson
City Attorney
City of Bentonville
3200 SW Municipal Drive
Bentonville, Arkansas 72712

If to Walmart: Walmart Inc.

2608 SE J Street
Bentonville, Arkansas 72716-0550
Attn: Myles Cochran,
Managing Counsel Realty Operations

With a copy to: Kutak Rock, LLP
5111 West JB Hunt Drive, Suite 300
Rogers, Arkansas 72758
Attn: Terry W. Pool

Notice shall be deemed to have been given upon receipt. Refusal of delivery for any reason shall be deemed receipt.

9. Modification. No modification of this Addendum 6 shall be valid or binding unless such modification is in writing, duly dated and signed by both parties.

10. No Partnership. This Addendum 6 does not create any obligation or relationship such as a partnership, joint venture, or other similar legal relationship under the laws of any state or the federal government. Any correspondence or other references to “partners” or other similar terms will not be deemed to alter, amend or change the relationship between the parties hereto unless there is a formal written Addendum 6 specifically detailing the rights, liabilities, and obligations of the parties as to a new, specifically defined legal relationship.

11. Binding. It is mutually understood and specifically agreed that this Addendum 1 is binding upon the respective heirs, successors, administrators, executors, and assigns of the parties hereto.

12. Choice of Law; Forum. This Addendum 6 shall be interpreted and construed in accordance with the laws of the State of Arkansas, and any dispute with respect to it and the rights and duties thereby created shall be litigated in U.S. District Court for the Western District of the State of Arkansas.

13. Entire Agreement. This Addendum 6, including the above Recitals which are incorporated herein, and the Master Development Agreement contains the entire agreement of the parties, and all prior communications, oral or written, are without any force and effect as it is the specific intent of the parties that this Addendum 6 and the Master Development Agreement sets forth the terms on which the parties have mutually agreed. Each party specifically agrees that it enters into this Addendum 6 based on its own understanding of the terms hereof and does not rely, in whole or in part, on any interpretation or representation of the other party, except as provided in the Master Development Agreement. Each party agrees that this Addendum 6 is the result of good faith arm’s length negotiations. The Master Development Agreement and this Addendum 6 supersedes any prior agreements between the parties concerning City Work, and no oral statements, representations or prior written matter relating to the subject matter hereof, but not contained in the Master Development Agreement or this Addendum 6, shall have any force or effect. ANY REPRESENTATION OF WALMART’S AGENTS OR ANY THIRD PARTY WHICH IS NOT INCORPORATED IN THE MASTER DEVELOPMENT AGREEMENT OR

THIS ADDENDUM 4 SHALL NOT BE BINDING UPON WALMART AND SHOULD BE CONSIDERED AS UNAUTHORIZED. This Addendum 6 shall not be amended or added to in any way except by written instruments executed by both Parties and their respective successors in interest.

[Signature Page Follows]

IN WITNESS WHEREOF, this Addendum 6 has been executed on the date above written.

CITY

CITY OF BENTONVILLE,
ARKANSAS

By: _____
Name: _____
Title: _____

WALMART

WALMART INC.,
a Delaware corporation

By: _____
Name: _____
Title: _____

EXHIBIT “A”
City Work

In addition to such City Work described in this Addendum 6, the City Work shall include the following:

- The overhead electric line (and attachments) along SE “J” St., approximately 750’ north of the intersection of SE “J” and SE 14th., and approximately 450’ south of the intersection will need to be relocated to allow for the SE “J” St. and the intersection to be improved to handle the increased traffic due to the Global Home Office Project.
- The overhead electric line (and attachments) along SE 14th St., approximately 350’ west of the intersection of SE “J” and SE 14th St., extending to the intersection of SE 14th St. and SE Boeing Ave will need to be relocated to allow SE 14th St. to be improved to handle the increased traffic due to the Global Home Office Project.
- Relocation of any existing services currently being serviced from the overhead line.
- Street lighting will be attached to the relocated poles.

EXHIBIT B

Amprical Milestones

Bentonville Electric Utility Department: 14th St. Overhead Relocation (Amprical Project No. 20081)															
Milestone No.	Baseline Milestone Completion Date	Baseline Milestone Completion Month	Baseline Milestone Completion Year	Milestone Completion Date	Milestone Completion Month	Milestone Completion Year	Status	Location	Purchase Order	Funded By	Milestone Category	Milestone	Milestone Description	Subcontract %	Total Milestone Payment
57	2/13/2023	2	2023							BEUD	Contract	Contract Execution	Dual execution of the procurement and construction contract for the OH relocation project on HWY 102.	11%	\$ 395,184.76
58	3/1/2023	3	2023							BEUD	Procurement	Major Materials Progress Payment	Contractor is in the process of working with the engineers and vendors for the major material purchase orders	5%	\$ 192,768.60
59	4/1/2023	4	2023							BEUD	Procurement	Major Materials Progress Payment	Contractor has executed Major Material purchase orders	5%	\$ 192,768.60
60	8/1/2023	8	2023							BEUD	Procurement	Major Materials Progress Payment	Contractor has executed all Minor Material purchase orders	2%	\$ 88,602.06
61	10/26/2023	10	2023							BEUD	Procurement	Major Materials Received	100% of major and minor material has been received onsite(BEUD laydown area)	8%	\$ 296,935.15
62	11/1/2023	11	2023							BEUD	Construction	Mobilization	Contractor mobilized to site to commence construction activities	7%	\$ 250,695.74
63	11/30/2023	11	2023							BEUD	Construction	Foundations 50% installed	Contractor has installed 50% of the foundations	9%	\$ 347,944.34
64	12/20/2023	12	2023							BEUD	Construction	Foundations 100% installed	Contractor has installed all foundations	9%	\$ 347,944.34
65	12/20/2023	12	2023							BEUD	Construction	Structures 50% installed	Contractor has installed 50% of the structures	9%	\$ 347,944.34
66	2/2/2024	2	2024							BEUD	Construction	Structures 100% installed	Contractor has installed all structures	9%	\$ 347,944.34
67	1/8/2024	1	2024							BEUD	Construction	Conductor 50% installed	Contractor has strung 50% of the conductor	9%	\$ 347,944.34
68	2/7/2024	2	2024							BEUD	Construction	Substantial Completion	Contractor has strung all conductor	9%	\$ 347,944.34
69	1/30/2024	1	2024							BEUD	Construction	Pole Removal	Pole removals are 50% complete	1%	\$ 22,039.90
70	2/8/2024	2	2024							BEUD	Construction	Pole Removal	Pole removals are 100% complete	1%	\$ 22,039.90
71	4/12/2024	4	2024							BEUD	Engineering	Closeout and As-Built	Submittal of closeout documents, QA/QC inspection forms, and as-built engineering drawings.	5%	\$ 186,773.73

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO ADDENDUM NO. 6 TO THE WALMART GLOBAL HOME OFFICE MASTER DEVELOPMENT AGREEMENT, IN THE AMOUNT OF THREE MILLION SEVEN HUNDRED THIRTY-FIVE THOUSAND FOUR HUNDRED SEVENTY-FOUR DOLLARS AND FIFTY CENTS (\$3,735,474.50); APPROVING A BUDGET ADJUSTMENT RECOGNIZING THE RECEIPT OF SAID AMOUNT FROM WALMART INTO REVENUE ACCOUNT #503010-34410 – BILLED SERVICES; APPROPRIATING THE SAME TO ACCOUNT #503010-47310 - IMPROVEMENTS OTHER THAN ELECTRIC FOR EXPENDITURE; AND FOR OTHER PURPOSES.

WHEREAS, Walmart and the City are parties to a Master Development Agreement-Global Home Office Project, dated July 14, 2020;

WHEREAS, City and Walmart desire the Highway 102 (SE 14th St.) and SE “J” St., including the intersection, to be widened and improved due to the development of the Global Home Office Project and desire the Overhead Line in this area to be relocated;

WHEREAS, pursuant to the Addendum 1 to the Master Development Agreement, the City entered into an Engineer Services Agreement with Ampirical, and the parties desire to cause the City to engage Ampirical for these additional services, which will be fully funded by Walmart;

WHEREAS, the Parties desire to enter into this Addendum 6 to set for their mutual responsibilities and obligations; and

WHEREAS, a budget adjustment in the amount of three million seven hundred thirty-five thousand dollars and fifty cents (\$3,735,474.50) is required in order to recognize the Walmart funding of this work and associated expenditure of said funds.

NOW, THEREFORE, BE IT RESOLVED 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 amendment to the Master Development Agreement with Wal-Mart regarding the Global Home Office Project to provide for final engineering, procurement, and construction services for the electric upgrades on Highway 102 and J Street required for the Walmart Global Home Office project;

Section 2: The 2023 Budget is adjusted to recognize three million seven hundred thirty-five thousand four hundred seventy-four dollars and fifty cents (\$3,735,474.50) into Account #503010-34410 – Billed Services and appropriate the same to Account #503010-47310 – Improvement Other Than Electric;

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	4/11/2023
Department	Electric
Submitted by	Travis Matlock, PE
Phone	479-271-5941

Item Type: (Check All That Apply)					
☐ Budget Adjustment	☒ Change Order	☐ Informational	☐ Ordinance	☒ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Resolution authorizing the Mayor and City Clerk to enter into a Change Order with Ampirical to perform engineering, procurement, and construction for the electric upgrades at Hwy 102 & "J" St. required for the WMT Global Home Office for \$3,735,474.50. This will be paid for by the developer. Approved by Utility Board 4-0.					

Estimated Cost	\$3,735,474.50
Is this Item Budgeted?	☐ Yes ☒ No
If no, please explain how item will be funded (briefly explain in space below):	
A grant from Wal-Mart Stores, Inc. to the City of Bentonville will cover the costs of this project.	



MEMORANDUM

DATE: April 11, 2023

TO: City Council, Mayor Orman

FROM: Travis Matlock, Electric Utility Director

RE: EPC For Electric Upgrades for the WMT Global Home Office – Hwy 102 & “J” St.

Electric Dept. staff recommends entering into a change order with Ampirical to perform the engineering, procurement, and construction for the required electric upgrades at Hwy 102 & “J” St. associated with the WMT Global Home Office \$3,735,474.50.

This is a continuation of the overall Global Home Office improvements. At this time, the two substations are fully operational, 8th St. OH to UG has been completed and energized, and both CUPS are up and running. This change order will encompass the final engineering, procurement, and construction associated with the road widening at the intersection of Hwy 102 and “J” St. The costs of these improvements will be covered the same way the other electric upgrades. Bentonville will enter into an agreement with WMT to cover the costs.

Approved by Utility Board 4-0.

	CLIENT CHANGE ORDER CLIENT PROJECT TITLE	Doc. No.:	SFM-PC-0203-#
		Project No.:	20081.14
		Client Contract No.:	TBD
		Rev. No./Date:	2 12/6/2021
		Issue for:	Approval
		File Loc.:	SFM-PC-0203

To: City of Bentonville
Stephanie Orman
Mayor
305 SW "A" Street
Bentonville, AR 72712
Phone (479) 271-5941

Existing Contract No:

TBD

Date of Existing Contract:

8/11/2020

Description of Change:

The costs below are inclusive of all procurement and construction costs necessary to complete the overhead relocation work as apart of the 14th St. Project. This price is subject to a final revision based on lead time and material price at the time the purchase orders are released by Ampirical Solutions. This covers one continuous mobilization, any additional mobilizations are subject to a change in price.

Estimated Change Costs:	Project No.	Phase	Total
14th St. Engineering Cost (Change Order)	20081.14	130	\$98,104.68
14th St. Procurement Cost	20081.14	560	\$1,041,665.42
14th St. Construction Cost	20081.14	300	\$2,506,957.40
14th St. Bond and Builder's Risk	20081.14	999	\$88,747.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
Total Cost Change:			\$3,735,474.50

Client Comments:

WE AGREE hereby to make the change(s) specified above at this price	\$3,735,474.50
Date:	PREVIOUS CONTRACT AMOUNT
	\$3,346,729.00
Authorized Signature (Contractor)	NEW CONTRACT TOTAL
	\$7,082,203.50

ACCEPTED - The above prices and specifications of this Change Order are satisfactory and are hereby accepted.
All work to be performed under same terms and conditions as specified in original contract unless otherwise stipulated.

Date of Acceptance: _____

Signature: _____

(Name, Title) Authorizing Agent

1654 Ochsner Boulevard, Covington, LA 70433 Phone (985) 809-5240 Fax (985) 809-5250

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CHANGE ORDER WITH AMPIRICAL, TO PERFORM ENGINEERING, PROCUREMENT, AND CONSTRUCTIONS FOR ELECTRIC UPGRADES AT HWY 102 & J STREET, IN AN AMOUNT NOT TO EXCEED THREE MILLION SEVEN HUNDRED THIRTY-FIVE THOUSAND FOUR HUNDRED SEVENTY-FOUR DOLLARS AND FIFTY CENTS (\$3,735,474.50); AND FOR OTHER PURPOSES.

WHEREAS, a change order with Ampirical is needed for the final engineering, procurement, and construction for the electric upgrades associated with the road widening at the intersection of Hwy 102 & J Street required for the Global Home Office; and

WHEREAS, this is will be funded by the developer through a grant from Wal-Mart Stores, Inc. to cover the cost of this project.

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

Section 1: The Mayor and City Clerk are authorized to enter into a change order with Ampirical, for the final engineering, procurement, and construction for the electric upgrades associated with the road widening at the intersection of Hwy 102 & J Street, in an amount not to exceed three million seven hundred thirty-five thousand four hundred seventy-four dollars and fifty cents(\$3,735,474.50);

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:

STEPHANIE ORMAN, Mayor

ATTEST:

KIRBY ROMINES, City Clerk



Agenda Item Form

Date of City Council Meeting	4/11/2023
Department	Electric
Submitted by	Travis Matlock
Phone	479-271-5941

Item Type: (Check All That Apply)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☒ Ordinance	☐ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Ordinance to enter into an agreement with McLarty Daniel Buick GMC for the purchase of a 2023 GMC Sierra 1500 for \$50,000.00 and waiving the requirements of competitive bidding. This is a budgeted item requiring an emergency clause. Approved by Utility Board 4-0.					

Estimated Cost	\$50,000.00
Is this Item Budgeted?	☒ Yes ☐ No
If no, please explain how item will be funded (briefly explain in space below) :	



MEMORANDUM

DATE: April 11, 2023

TO: City Council, Mayor Orman

FROM: Travis Matlock, Electric Utility Director

RE: Electric Dept. Pick-up purchase and waiver of bid

Electric Dept. staff recommends entering into an agreement with McLarty Daniel Buick GMC for the purchase of a 2023 GMC Sierra 1500 for \$50,000 and waive the requirements of competitive bidding.

BEUD budgeted in 2023 for the purchase of a foreman pickup truck. However, due to continuing supply chain issues, the State Bid was closed before BEUD could order the new truck. Over the course of the first few months, BEUD searched through different dealerships in the area for a similar vehicle. One was located at McLarty Daniel Buick GMC, but because there was no bid, or purchased off the State Bid contract, it became necessary to waive the requirements of competitive bidding.

This is a 2023 budgeted item and is available for immediate delivery.

Approved by Utility Board 4-0.

McLarty Daniel Buick GMC

Date: 3/27/2023 4:23 PM

Salesperson: Tracy Everhart

Manager: Todd McPherson

FOR INTERNAL USE ONLY

CUSTOMER	<u>City Bentonville</u>	Home Phone :
Address :		Work Phone :
E-Mail :		Cell Phone :

VEHICLE

Stock # : <u>PZ113613</u>	New / Used : New	VIN : <u>1GTUUAED8PZ113613</u>	Mileage: <u>2</u>
Vehicle : <u>2023 GMC Sierra 1500</u>	Color : <u>Summit White</u>		
Type : <u>Pro 4x4 Crew Cab 5.75 ft. box 147.4</u>	TK10543		
Body Size :	Style :	Weight : <u>7100</u>	Unit Class :

Loan Payments		Estimated		
Cash Down		.00	1,000.00	2,500.00
48 Months / 7.99 *	1224.42	1199.93	1163.20	
60 Months / 7.99 *	1016.91	996.57	966.06	
72 Months / 7.99 *	879.30	861.71	835.33	
* A.P.R. Subject to equity and credit requirements.				

Market Value Selling Price	52,850.00
Discount	3,681.00
Adjusted Price	49,169.00
Brake Plus/Wheel Locks	699.00
Total Purchase	49,868.00
S and H Fee	129.00
Filing Fee	3.00
Balance	50,000.00

Customer Approval: _____ Management Approval: _____

By signing this authorization form, you certify that the above personal information is correct and accurate, and authorize the release of credit and employment information. By signing above, I provide to the dealership and its affiliates consent to communicate with me about my vehicle or any future vehicles using electronic, verbal and written communications including but not limited to eMail, text messaging, SMS, phone calls and direct mail. Terms and Conditions subject to credit approval. For Information Only. This is not an offer or contract for sale.

ORDINANCE NO. _____

AN ORDINANCE WAIVING COMPETITIVE BIDDING FOR THE PURCHASE OF ONE (1) 2023 GMC SIERRA FOR THE BENTONVILLE ELECTRIC DEPARTMENT; AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT, NOT TO EXCEED FIFTY THOUSAND DOLLARS (\$50,000.00), WITH MCLARTY DANIEL BUICK GMC FOR THIS PURCHASE; PROVIDING FOR THE EMERGENCY CLAUSE, AND FOR OTHER PURPOSES.

WHEREAS, the Bentonville Electric Department needs one (1) 2023 GMC Sierra 1500;

WHEREAS, due to ongoing supply chain issues in the vehicle industry, soliciting bids is not feasible; and

WHEREAS, this agreement will be funded with budgeted 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 Mclarty Daniel Buick GMC, for the purchase of a 2023 GMC Sierra 1500, in an amount not to exceed fifty thousand dollars (\$50,000.00);

Section 2: This purchase will be made using budgeted funds;

Section 3: Because of supply shortages an exceptional circumstance exists, it would be neither practical nor feasible to advertise for competitive bidding so that requirement is herein waived;

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	4/11/2023
Department	Utility Billing and Collections
Submitted by	Gary Wilson
Phone	(479) 271-3104

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 City to add to our agreement with Invoice Cloud to accept Echeck/ACH payments via our Utility Billing website. Approved by Utility Board 4-0. No Budget Adjustment is needed.					

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



Memorandum

To: City Council
From: Gary Wilson
CC: Mayor Orman

The Utility Billing Department is requesting approval to begin accepting Electronic Checks and PayPal payments via our website.

A number of customers, including business customers have requested the ability to make a payment via a one-time ACH/E-Check. For business customers using a corporate card is not always an option and many are not able to use our bank drafting program. This will allow an option for those customers other than mailing or overnighting a payment to us. The cost to the City is \$1.00 per transaction.

We have also had requests to accept PayPal. Many customers feel more comfortable using PayPal for the perceived security that using the service provides. PayPal also has Pay in 4, an option that may be beneficial to some of our customers. This option allows a payment to be broken up over 4 payments. The City will receive the full amount at the time of the transaction and the customer would be debited for the first payment that time. Then every two weeks after that the customer would be debited for each of the three remaining payments. The cost to the City for PayPal is the same as a credit card payment.

SALES INFORMATION									
IC Sales Rep	John Hengge					Vertical	Local Gov (Util, Tax, Misc)		
Order Date	3/15/2023		Sales Partner			Software Partner	Tyler - Munis		
PRODUCTS AND SERVICES									
Products	[EBPP]								
PAYMENT METHODS ACCEPTED									
Payment Types	[ACH/EFT]								
BILLER INFORMATION									
Ownership Type	Government			Phone	4792715941		Fax		
Legal Name	City of Bentonville			Website URL	https://www.bentonvillear.com				
Address 1	1000 SW 14th St			Bus. Open Date	01/01/1873				
Address 2				Federal Tax ID	71-6000642		*Federal Tax ID and Legal Name must match on all documents		
City	Bentonville								
State	AR	ZIP	72712						
BILLER CONTACT									
Primary Contact Name	Stephanie Orman								
Phone	4792715941								
Email Address	sorman@bentonvillear.com								
SIGNING AUTHORITY									
Name	Stephanie Orman			Title	Mayor				
Phone	4792715941	Fax			Email Address	sorman@bentonvillear.com			
BILLER PRICING									
Description	Interval		Cost Type		Cost				
EFT - ACH Reject Fee Non-Submitter	Per Transaction		Fixed (\$)		\$10.00				
HARDWARE									
Card Reader Type			Quantity			Cost per Reader			
Card Reader					Billing Interval	Monthly			
Shipping Addr. (if different than location address)									
Kiosk Type	Device Quantity	Per Device Txn Min							
Standard/In-Door		750							
Thru-Wall		800							
Outdoor Model		850							
Note: Biller will be charged for the minimum number of transactions listed to left each month per kiosk unity. In addition, if the Biller's order includes kiosks then the terms and conditions of Kiosk Managed Standard SOW (and applicable schedules) are hereby agreed and incorporated by reference									
BILLER BANK INFO									
Note: Must include voided business check or bank letter for each unique account									
Billing Method	Direct Debit								
Name on Account				Bank Name					
Bank Address				Phone					
Routing #				Last 4 Acct #					

DATA RETENTION		
Months to Keep	24	*Additional Fees apply if greater than 24 months
NOTES/SPECIAL HANDLING		
CERTIFICATION AND AGREEMENT		

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

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

Accepted by Biller:

X

Corporate Officer

Stephanie Orman

Printed Name

Mayor

Title

Accepted by Invoice Cloud, Inc.:

X

Corporate Officer

Kevin W. O'Brien

Printed Name

President

Title

**BILLER ORDER FORM
INVOICE TYPE PARAMETER SHEET**

Invoice Type Parameters must be completed for each invoice type

Invoice Type	All Invoice Types	Pricing Model	Non-Submitter	
Biller Pays Network Fees			Yes	

CURRENT BILLING DETAILS

Please indicate how many bills are sent monthly by placing the bill count for each month below:

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
22500	22500	22500	22500	22500	22500	22500	22500	22500	22500	22500	22500

Avg CC Transaction \$	277.00	Max Invoice \$	125,000.00	Bill Frequency	Monthly	Avg. Bills Per Month	22500
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PRODUCTS AND SERVICES

Products and Services	[EBPP]
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TRANSACTIONAL PRICING (Paid by Biller)

Payment Source Description	Payment Method	Fee Rate %	Fee Amount \$	Additional Fee \$
All Payment Sources	ACH/EFT		\$1.00	

TRANSACTIONAL PRICING EXCEPTIONS

SERVICE FEES (Paid by Payer)

Payment Source Description	Payment Method	Fee Amount	Calculation Type	Min. Fee (\$) per Transaction
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SERVICE FEE EXCEPTIONS

MAX PAYMENT CAP

Card and PayPal Max (\$)	125,000	ACH Max (\$)	125,000	
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BILLER BANK ACCOUNT (FOR DEPOSITS AND CHARGEBACKS)

Note: must include voided business check or bank letter for each unique account

Routing #		Last 4 Acct #		
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NOTES / SPECIAL HANDLING

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RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO
ENTER INTO AN AGREEMENT TO ADD-ON ACH/EFT SERVICE
BETWEEN THE CITY OF BENTONVILLE AND INVOICE CLOUD;
AND FOR OTHER PURPOSES.**

WHEREAS, the City of Bentonville Utility Billing Department would benefit from the use of ACH/EFT Services to process utility payments;

WHEREAS, Invoice Cloud is the City's current vendor for payment services; and

WHEREAS, this service is available from our current vendor through execution of an add-on agreement to our existing contract.

**NOW, THEREFORE, BE IT RESOLVED 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 add-on agreement with Invoice Cloud to provide for ACH/EFT Services for the Utility Billing Department;

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

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

PASSED this _____ day of _____, 2023.

APPROVED:

Stephanie Orman, Mayor

ATTEST:

Kirby Romines, City Clerk



Agenda Item Form

Date of City Council Meeting	4/11/2023
Department	Utility Billing and Collections
Submitted by	Gary Wilson
Phone	(479) 271-3104

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 City to add to our agreement with Invoice Cloud to accept PayPal payments via our Utility Billing website. Approved by Utility Board 4-0. No Budget Adjustment is needed.					

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



Memorandum

To: City Council
From: Gary Wilson
CC: Mayor Orman

The Utility Billing Department is requesting approval to begin accepting Electronic Checks and PayPal payments via our website.

A number of customers, including business customers have requested the ability to make a payment via a one-time ACH/E-Check. For business customers using a corporate card is not always an option and many are not able to use our bank drafting program. This will allow an option for those customers other than mailing or overnighting a payment to us. The cost to the City is \$1.00 per transaction.

We have also had requests to accept PayPal. Many customers feel more comfortable using PayPal for the perceived security that using the service provides. PayPal also has Pay in 4, an option that may be beneficial to some of our customers. This option allows a payment to be broken up over 4 payments. The City will receive the full amount at the time of the transaction and the customer would be debited for the first payment that time. Then every two weeks after that the customer would be debited for each of the three remaining payments. The cost to the City for PayPal is the same as a credit card payment.

PAYMENT METHODS ACCEPTED										
Payment Types		PayPal Brands (PayPal, Pay Later, Venmo)								
BILLER INFORMATION										
Ownership Type	Government					Phone	479-271-3100		Fax	
Legal Name	City of Bentonville, Arkansas					Website URL	http://www.bentonvillear.com/			
Address 1	117 W. Central Ave.					Bus. Open Date	1897			
Address 2						Federal Tax ID	71-6000642			
City	Bentonville	State	AR	ZIP	72712	* Federal Tax ID and Legal Name must match on all documents.				
BILLER CONTACTS										
Project Manager		Jerry Walls				Technical Support				
Phone	479-418-7138		Ext			Phone			Ext	
Email Address	jwalls@bentonvillear.com					Email Address				
Marketing						Billing/Accounting				
Phone			Ext			Phone			Ext	
Email Address						Email Address				
SIGNATORY AUTHORITY										
Name	Stephanie Orman					Title	Mayor			
Phone	203-794-8509		Fax			Email Address	sorman@bentonvillear.com			
COSTS AND/OR FEES										
For Billers where fees are paid by their payers:										
Fees for PayPal Brands will be equal to current credit card fees as provided in the Biller Order Form. For example, if Payers are paying 3.95% for credit card, they will pay 3.95% for PayPal Brand payment transactions.										
Similarly, if Payers are paying \$4.95 per credit card transaction, they will pay \$4.95 per PayPal Brand payment transaction.										
For Billers who absorb both passthrough credit card and processing costs:										
Instead of Credit Card Interchange, dues, assessments, and processing fees Billers will be charged 1.50% of the payment amount for each PayPal Brand payment transaction. For example, for a \$100.00 transaction, the passthrough cost will be \$1.50.										
In addition, Billers will also pay the Invoice Cloud credit card payment fee as provided in the Biller Order Form. For example, if you pay \$4.95 per credit card transaction, you will pay \$4.95 per PayPal Brand payment transaction. Or, if you pay 2 0% (200 BPs), you will pay \$2.00 on a \$100 transaction.										
For Billers who pay a credit card transaction fee, but do not absorb Credit Card Interchange, dues, assessments, and processing fees:										
Fees for PayPal Brands will be equal to current Invoice Cloud credit card fees as provided in the Biller Order Form. For example, if you pay 3.95% per credit card transaction, you will pay 3.95% per PayPal Brand payment transaction.										
BILLER SETTLEMENT BANK ACCOUNT										
For PayPal Brand transactions, Invoice Cloud will use the same Biller Settlement Bank account(s) as currently designated by Biller for credit card processing.										
NOTES/SPECIAL HANDLING										

CERTIFICATION AND AGREEMENT

- A. By signing below, the Biller named: (1) has read, agreed to, ratifies the Biller Agreement, Biller T+C and other Order Forms previously executed by the Biller; (2) shall enter into and agree to the PayPal Processing Services Agreement (as may be amended); (3) certifies to Invoice Cloud, Inc. ("Invoice Cloud") that he/she is authorized to sign this Add-on to the Biller Order Form; (4) certifies that all information and documents submitted in connection with this Order Form are true and complete; (5) authorizes Invoice Cloud, its affiliates, payment processors and each of their agents (including PayPal), to process transactions for the Biller, and to verify any of the information given, including credit references, and to obtain credit reports; (6) agrees that Biller and each transaction submitted will continue to be bound by the Order Form and the Biller Agreement in its entirety and any new Order Forms and Agreements executed herewith; and (7) agrees that Biller will submit transactions only in accordance with the information in this Add-on to the Biller Order Form and Biller Agreement and will immediately inform Invoice Cloud, by email (contracts@invoicecloud.com) if any information in this Order Form changes. Biller agrees that all agreements and authorizations reflected in A and B herein shall remain in effect, and shall not be revoked, without the express written consent of Invoice Cloud.
- B. By signing below, the Biller named agrees: (1) that, with respect to PayPal, Venmo, Pay Later transactions and any other transactions, e.g., credit card, ACH, processed by PayPal, PayPal will disburse funds to and collect funds from the Biller in accordance with instructions provided to PayPal by Invoice Cloud, and as otherwise permitted pursuant to the PayPal Processing Services Agreement that Biller has accepted; (2) and authorizes that outstanding sums due and owing to Invoice Cloud, including, but not limited to chargebacks, ACH rejects or reversals, disputes, over-payments, payment errors, and invalidated payments and other refunds or credits (collectively "Chargebacks"), and pass-through costs including interchange, fees, dues, assessment, processing fees, and PayPal fees, will automatically be debited from Biller's settlement or other account designated by Biller on any Biller Order Form or otherwise ("Biller Settlement Accounts") for such purpose on a daily or monthly basis at Invoice Cloud's sole discretion; and (3) non-sufficient funds for these debits, or blocking or otherwise rendering inaccessible any Biller Settlement Accounts, are grounds for an increase in fees, suspension of the Service or termination of this Agreement. In the event of any such occurrence leading to non-payment of any sums due, Invoice Cloud reserves the right to withdraw such sums from the Biller Settlement Accounts, offset or net settle these sums (i.e., deduct funds owed from daily disbursements to Biller) against future deposits, or withhold future deposits until such sums are paid in full, at any time to ensure payment of the same.
- C. This Add-on to the Order Form will become effective only when counter-signed by Invoice Cloud and upon execution by the Biller of such third party agreement required by Invoice Cloud to permit use of the payment function of the Service.

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

Accepted by Biller:

X

Corporate Officer

Stephanie Orman

Printed Name

Mayor

Title

Accepted by Invoice Cloud, Inc.:

X

Corporate Officer

Kevin O'Brien

Printed Name

President

Title

PayPal Processing Services Agreement

This PayPal Processing Services Agreement (this “Agreement”) is between PayPal, a Delaware corporation whose address is 2211 North First Street, San Jose, CA 95131 and you, the entity who enters into this Agreement, and governs your use of the services provided by PayPal on or through Invoice Cloud (“Invoice Cloud”) to enable you to accept bill payments from your customers. This Agreement is effective as of the date you accept this Agreement in writing or online. You agree to the terms and conditions of this Agreement. You agree that PayPal may amend this agreement by arranging with Invoice Cloud to provide you with notice of amended terms and by posting a revised version on our website. You appoint Invoice Cloud as your agent for purposes of receiving notice of amendments to this Agreement and your use of the Services after the effective date of the posted amendment shall constitute acceptance of such amendment.

This Agreement includes and incorporates by reference the Commercial Entity Agreements which are required by the card networks so that you may accept [Visa and MasterCard](#) and Discover card payments.

1. PayPal Processing Services. “PayPal Processing Services” or the “Services” means the payment processing services offered by PayPal and solely through Invoice Cloud which provide you with the ability to accept PayPal payments, ACH/E-Check, credit cards, debit cards and other payment types for bill payments from your customers, as applicable per your agreement with Invoice Cloud.

2. Invoice Cloud Services. Invoice Cloud may provide certain services to you in relation to the PayPal Processing Services, including pricing for the services. The services provided by Invoice Cloud are governed by your agreement with Invoice Cloud and are not provided by PayPal.

3. Indirect Processing Transaction Volume. “Indirect Processing Transaction Volume” refers to funds from payments processed by payment processing services other than PayPal, in each case under a direct agreement you and Invoice Cloud have with each such third party payment processing service provider and which you have instructed to settle funds to PayPal on your behalf.

4. Settlement Account and Payouts. PayPal will arrange to settle payment processing funds including Indirect Processing Transaction Volume to the bank account that you designate to Invoice Cloud and as provided to us by Invoice Cloud (the “Settlement Account”) and on a schedule communicated to us by Invoice Cloud, net of any amounts owed to Invoice Cloud (including for fees and/or invalidated payments (described below)). You agree that we may debit your Settlement Account for the applicable amounts, and/or setoff the applicable amounts against future payouts. Payouts to your Settlement Account,

including timing thereof, will be in accordance with terms and conditions established by, and communicated to you by, Invoice Cloud.

5. Compliance with Applicable Laws. You must use the Services in a lawful manner, and must obey all laws, rules, and regulations (“Laws”) applicable to your use of the Services and to transactions and comply with any rule, guideline, or bylaw of any of the card networks (e.g., Visa, Mastercard, American Express and Discover) or of the Platform.

6. Liability for Invalidated Payments. You are liable for all claims, expenses, fines and liabilities we incur arising out of: a. a chargeback, refund, over-payment, payment error, or other invalidated payment you cause (“Invalidated Payment”); b. any error, negligence, misconduct or fraud by you, your employees, or someone acting on your behalf; and c. any losses resulting from your failure to comply with the terms of this Agreement, or your usage of the PayPal Processing Services. Notwithstanding any other provision in this Agreement, PayPal is not liable for any losses resulting from the settlement and payout of the Indirect Processing Transaction Volume in accordance with Invoice Cloud’s direction.

7. Taxes. You are solely responsible for and obligated to pay any and all taxes, fees and other charges imposed by any governmental authority (“Taxes”), including any value added tax, goods and services tax, provincial sales tax and/or harmonized sales tax on the Services provided under this Agreement. If you are tax-exempt, you may be asked to provide us with an original certificate, or other evidence of tax exemption, that satisfies applicable legal requirements attesting to your tax-exempt status

8. Term and Termination. The term of this Agreement shall commence as of the earlier of the date you accept this Agreement online or you begin using the PayPal Processing Services through Invoice Cloud and shall continue for as long as you are enabled to use the PayPal Processing Services through Invoice Cloud. After permitted termination by either party, you shall no longer have access to, and shall cease all use of the PayPal Processing Services. Any termination of this Agreement does not relieve you of any obligations to pay any fees, costs, penalties, chargebacks or any other amounts owed by you to us as provided under this Agreement, whether accrued prior to or after termination.

9. Notices. Any notices required by this Agreement will be provided to you by Invoice Cloud on our behalf. Electronic notices and disclosures will have the same meaning and effect as if we had provided you with a paper copy. Any notices to PayPal shall be considered valid only if sent by postal mail to PayPal, Inc., Attn: Legal Department, 2211 North First Street, San Jose, CA 95131.

10. Governing Law and Venue. The laws of the State of California, without regard to principles of conflict of laws, will govern this Agreement and any claim or dispute that has arisen or may arise between

the parties. The parties agree that any dispute arising from this Agreement will be resolved in a court of competent jurisdiction in (a) Santa Clara County, California if PayPal is the defendant, or (b) the county where your business is headquartered if you are the defendant.

11. Entire Agreement. This Agreement sets forth the entire agreement and understanding of the parties in respect to the subject matter contained herein, and supersedes all prior agreements, promises, arrangements, communications, representations or warranties, whether oral or written, by any officer, partner, employee or representative of any party. This Agreement shall be binding upon and shall inure only to the benefit of the parties and their respective successors and permitted assigns. Nothing in this Agreement is intended to confer or shall be deemed to confer upon any persons or entities not parties to this Agreement, any rights or remedies under or by reason of this Agreement.

PARTNER BILLER

By: _____

Name: Stephanie Orman

Title: Mayor

Date: _____

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO
ENTER INTO AN AGREEMENT TO ADD-ON PAYPAL BRANDS
SERVICE BETWEEN THE CITY OF BENTONVILLE AND INVOICE
CLOUD; AND FOR OTHER PURPOSES.**

WHEREAS, the City of Bentonville Utility Billing Department would benefit from the use of PayPal Services to process utility payments;

WHEREAS, Invoice Cloud is the City's current vendor for payment services; and

WHEREAS, this service is available from our current vendor through execution of an add-on agreement to our existing contract.

**NOW, THEREFORE, BE IT RESOLVED 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 add-on agreement with Invoice Cloud to provide for PayPal Services for the Utility Billing Department;

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

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

PASSED this _____ day of _____, 2023.

APPROVED:

Stephanie Orman, Mayor

ATTEST:

Kirby Romines, City Clerk



Agenda Item Form

Date of City Council Meeting	Utility Board 4/04/2023: City Council 4/11/2023
Department	Water Utilities
Submitted by	Mike Bender
Phone	(479) 271-6873, (479) 271-3140

Item Type: (Check Applicable Item Type)					
☐ Budget Adjustment	☐ Change Order	☒ Informational	☐ Ordinance	☐ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Informational - Raftelis final update presentation on Wastewater Rate Study.					

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





Agenda Item Form

Date of City Council Meeting	4/11/2023
Department	Water Utilities
Submitted by	Mike Bender
Phone	(479) 271-6873, (479) 271-3140

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 6:00 PM, Tuesday, April 25, 2023 to hear comments for and against the proposed ordinance addressing wastewater service rates adjustments. The public hearing shall be located in the City Council Chambers at 305 Southwest A Street, Bentonville, Arkansas. Utility Board approved this item 5-0.					

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 SETTING A PUBLIC HEARING
CONCERNING THE CITY OF BENTONVILLE
WASTEWATER SERVICE RATES.**

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

Section 1: That a public hearing concerning the City of Bentonville's wastewater service rates and a proposed increase shall be held in the Council Chambers on the 25th day of April 2023 at 6:00 PM.

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

PASSED and APPROVED this _____ day of _____, 2023.

APPROVED:

Stephanie Orman
Mayor

ATTEST:

Kirby Romines
City Clerk



Agenda Item Form

Date of City Council Meeting	4/11/2023
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):					
Ordinance to waive competitive bidding and enter into an agreement with Superior Dodge Chrysler Jeep for the purchase of (1) Dodge 2500 4X4 regular cab truck with service body for \$62,725. No budget adjustment is needed.					

Estimated Cost	\$62,725.00
Is this Item Budgeted?	☒ Yes ☐ No
If no, please explain how item will be funded (briefly explain in space below) :	





MEMO

Public Works – Maintenance Department

TO: CITY COUNCIL, MAYOR ORMAN
FROM: BART MAHONY - PUBLIC WORKS MAINTENANCE MANAGER
SUBJECT: BID AWARD TO SUPERIOR AUTOMOTIVE GROUP
DATE: 4/11/2023
CC: MIKE BENDER

Ordinance to waive competitive bidding and enter into an agreement with Superior Dodge Chrysler Jeep for the purchase of (1) Dodge 2500 4X4 regular cab truck with service body for \$62,725. This is a 2023 budgeted item. No budget adjustment is needed.

In December 2022, Public Works Maintenance placed an order through the state contract purchasing program for a 2023 Ford F250 4X4 extended cab truck. This order was canceled in February due to market and supply chain issues. In February, area dealerships were contacted in order to solicit quotes for the original specified mechanic's truck. All dealerships contacted stated that they could not give an accurate quote or take any orders because they could not guarantee delivery of any trucks in 2023, again, because of market and supply chain issues.

In March, Superior Automotive Group advised us that a 2023 Dodge 2500 4X4 regular cab with a mechanic's service body already installed had become available and offered this vehicle to us at the attached quoted price. This vehicle is ready for immediate delivery.

In this circumstance, competitive bidding is not practical because of ongoing market and supply chain issues as well as the lack of interest from area dealerships in the normal bidding process.

Thank you for your consideration of this request.

SUPERIOR DODGE CHRYSLER JEEP RAM OF NO
504 HWY 412 BYPASS E
SILOAM SPRINGS, AR 727614729

Priced Order Confirmation (POC)

Date Printed: 2023-03-29 9:34 AM VIN: 3C6MR5AJ6NG322051 Quantity: 01
Estimated Ship Date: 2022-05-17 1:59 AM VON: 51002800 Status: KZ - Released by plant and invoiced
Date Ordered: 2021-09-15 2:23 PM Ordered By: S72591O FAN 1: ~~XXXXXXXXXX~~
FAN 2: ~~XXXXXXXXXX~~
Client Code:
Bid Number:
PO Number:

Sold to: SUPERIOR DODGE CHRYSLER JEEP RAM OF NORTHWEST ARKANSAS (60022)
504 HWY 412 BYPASS E
SILOAM SPRINGS, AR 727614729
Ship to: SUPERIOR DODGE CHRYSLER JEEP RAM OF NORTHWEST ARKANSAS (60022)
504 HWY 412 BYPASS E
SILOAM SPRINGS, AR 727614729

Vehicle: 2022 2500 TRADESMAN REG CAB 4X4 (140 in WB 8FT 0 IN box) (DJ7L62)

	Sales Code	Description	MSRP(USD)
Model:	DJ7L62	2500 TRADESMAN REG CAB 4X4 (140 in WB 8FT 0 IN box)	47,135
Package:	2GA	Customer Preferred Package 2GA	0
	ESB	6.4L V8 Heavy Duty HEMI MDS Engine	0
	DFX	8-Spd Auto 8HP75-LCV Transmission	0
Paint/Seat/Trim:	PW7	Bright White Clear Coat	0
	APA	Monotone Paint	0
	*TX	HD Vinyl 40/20/40 Split Bench Seat	0
	-X8	Black/Diesel Gray	0
Options:	DK3	Elec Shift-On-The-Fly Transfer Case	295
	DSA	Anti-Spin Differential Rear Axle	495
	GPG	Mirrors-Tow Pwr Adj Heat Black	195
	JKV	115V Auxiliary Front Power Outlet	255
	NAS	50 State Emissions	0
	XEA	Tow Hooks	100
	XHC	Trailer Brake Control	395
	3AH	Price Protection - Code H	0
	A61	Tradesman Level 1 Equipment Group	1,740
	4UQ	T3AC	0
	4NU	Fuel Fill / Battery Charge	0
	4FM	Fleet Option Editor	0
	2SQ	FCA Fleet Powertrain Care	0
	YG2	5.2 Additional Gallons of Gas	0
	4FT		0
	5RG	June Production	0
	5N6	Easy Order	0
	4FT	Fleet Sales Order	0
	4EA	Sold Vehicle	0
Non Equipment:	4WA	Misc Commercial Account	0
		ADV PAYMENT OF YEAREND ALLOWANCE	0
	4JM	Advance Payment Of SFPAP	0
Commercial FAN:	01KRD	Commercial Incentives	0
Destination Fees:			1,895

\$52,505

+10,220 knapheide standard body

\$62,725.00

Total Price: 52,505 .

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.

Order Type:	Fleet	PSP Month/Week:	
Scheduling Priority:	1-Sold Order	Build Priority:	01
Salesperson:			
Customer Name:	GEORGES INC		
Customer Address:	402 W ROBINSON		
	SPRINGDALE AR 72764 USA		
Instructions:			

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.

ORDINANCE NO. _____

AN ORDINANCE WAIVING COMPETITIVE BIDDING FOR THE PURCHASE OF ONE (1) DODGE 2500 4X4 TRUCK FOR THE BENTONVILLE PUBLIC WORKS DEPARTMENT; AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT, NOT TO EXCEED SIXTY-TWO THOUSAND SEVEN HUNDRED TWENTY-FIVE DOLLARS (\$62,725.00), WITH SUPERIOR DODGE CHRYSLER JEEP, FOR THIS PURCHASE; PROVIDING FOR THE EMERGENCY CLAUSE; AND FOR OTHER PURPOSES.

WHEREAS, the Bentonville Public Works Maintenance Department needs one (1) Dodge 2500 4X4 regular cab truck with service body;

WHEREAS, due to ongoing supply chain issues in the vehicle industry, soliciting bids is not feasible; and

WHEREAS, this agreement will be funded with budgeted 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 Superior Dodge Chrysler Jeep, for the purchase of a Dodge 2500 4X4 truck, in an amount not to exceed sixty-two thousand seven hundred twenty-five dollars (\$62,725.00);

Section 2: This purchase will be made using budgeted funds;

Section 3: Because of supply shortages an exceptional circumstance exists, it would be neither practical nor feasible to advertise for competitive bidding so that requirement is herein waived;

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	4/11/2023
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):					
Resolution allowing the Mayor and City Clerk to enter into a professional services agreement with Clinard Construction Management for \$70,000.00 as a Construction Manager as Agent for construction management services for the City Cemetery's Columbarium/Committal Shelter project. This is a 2023 budgeted item. No budget adjustment is needed.					

Estimated Cost	\$70,000.00
Is this Item Budgeted?	☒ Yes ☐ No
If no, please explain how item will be funded (briefly explain in space below) :	





MEMO

Public Works – Maintenance Department

TO: CITY COUNCIL, MAYOR ORMAN
FROM: BART MAHONY - PUBLIC WORKS MAINTENANCE MANAGER
SUBJECT: RESOLUTION APPROVAL FOR A PROFESSIONAL SERVICES AGREEMENT WITH CLINARD CONSTRUCTION MANAGEMENT.
DATE: 4/11/2023
CC: MIKE BENDER

Resolution approval allowing the Mayor and City Clerk to enter into a professional services agreement with Clinard Construction Management for \$70,000 as a Construction Manager as Agent for construction management services for the City Cemetery's Columbarium/Committal Shelter project. This is a 2023 budgeted item. No budget adjustment is needed.

In February, Public Works Maintenance selected Clinard Construction Management through the City's standard RFQ solicitation and selection process for the procurement of professional services associated with the construction management of a columbarium/committal shelter for the city's cemetery. After several scoping meetings regarding design and associated construction services, Clinard Construction Management proposed a construction management contract for \$70,000.

With the 2023 Budget, Council approved \$800,000 for the construction of a Columbarium/Committal Shelter at the City's Cemetery located at 401 SW F Street.

Hight Jackson is currently designing this project with construction expected to start in July.

Thank you for your consideration of this request.

AIA® Document C132® – 2019

Standard Form of Agreement Between Owner and Construction Manager as Adviser

AGREEMENT made as of the Fifteenth day of April in the year Two Thousand Twenty Three.

(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address, and other information)

City of Bentonville
1000 SW 14th Street
Bentonville, Arkansas 72712
479-271-3115

and the Construction Manager:

(Name, legal status, address, and other information)

Clinard Construction Management, Inc.
615 N. Walton Blvd. Suite D
Bentonville, Arkansas 72712
479-271-6212

for the following Project:

(Name, location, and detailed description)

Bentonville Cemetery Committal Shelter and Columbarium Project
Near the Corner of SW 5th and SW F Street
Bentonville, AR 72712

The Architect:

(Name, legal status, address, and other information)

Hight Jackson and Associates
5201 Village Parkway Suite 300
Rogers, Arkansas 72758
479-464-4965

ADDITIONS AND DELETIONS:

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

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

This document is intended to be used in conjunction with AIA Documents A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; and B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition. AIA Document A232™–2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

The Owner and Construction Manager agree as follows.

Init.

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User Notes:

(1718842451)

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	CONSTRUCTION MANAGER'S RESPONSIBILITIES
3	SCOPE OF CONSTRUCTION MANAGER'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

The project program is to design and build an open air committal shelter pavilion for the purpose of holding memorial services near the Bentonville Cemetery. The site area around the pavilion is to be a circular concrete walkway with columbaria structures placed at spaces along the walkway with park benches at each location facing the niches in the columbaria. The site is to be landscaped with trees and greenery consistent with the adjacent Bentonville Cemetery with accessible walkways from a vehicular drop-off zone near an adjacent drive aisle into the committal shelter and columbaria areas.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

The committal shelter is to be an open air pavilion approximately 33' x 43' constructed of redwood main structure materials with a standing seam metal roof founded on a concrete and brick masonry foundation and floor. The shelter is to have a storage closet for utilities and a place to store items used during memorial services. The site will be served with single-phase electrical, irrigation water and site stormwater detention. The shelter structure will be designed by the manufacturer and fabricated off site and shipped to the site for assembly.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

Init.

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User Notes:

(1718842451)

Eight Hundred Thousand Dollars (\$800,000) for Construction Costs and Construction Manager Fee and Reimbursables

§ 1.1.4 The Owner's anticipated design and construction milestone dates are as follows subject to delays beyond the control of the Construction Manager and Architect:

.1 Design phase milestone dates, if any:

May 31, 2023 for Completion of Bid Documents and Large Scale Approval, Submission to Plan Review and Advertisement for Contractor Bids

June 30, 2023 for Completion of Bidding Phase

July 15, 2023 for Submission of GMP to City of Bentonville for Approval by City Council on July 25, 2023.

July 31, 2023 for issuance of Building Permit and Pre-Construction Meeting on Site

.2 Construction commencement date:

August 1, 2023 or within five (5) days of issuance of Building Permit

.3 Substantial Completion date or dates:

December 31, 2023

.4 Other milestone dates:

§ 1.1.5 The Owner intends the following procurement method for the Project:
(Identify method such as competitive bid or negotiated contract.)

Competitive Bids for Primary Components including Earthwork, Site Concrete, Storm Drainage, Landscaping, Irrigation, Shelter Building Foundation and Floor, Shelter Masonry, Shelter Structure and Roof (Installation), Painting/Finished, Electrical and Lighting

Negotiated Pricing for Redwood Structure kit from Forever Redwood and Columbaria from Sunset Memorial and Stone.

Project General Requirements are to be on a Cost Plus a Percentage. These reimbursables would include Supervision, Temporary Utilities, Construction Toilets, Dumpster Rental, etc.

§ 1.1.6 The Owner's requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction are set forth below:
(Identify any requirements for fast-track scheduling or phased construction and, if applicable, list number and type of bid/procurement packages.)

§ 1.1.7 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

Init.

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User Notes:

(1718842451)

§ 1.1.7.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E235–2019 is incorporated into this Agreement, the Owner and Construction Manager shall incorporate the completed E235–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.8 Other Project information:

(Identify special characteristics or needs of the Project not provided elsewhere.)

§ 1.1.9 The Owner identifies the following representative in accordance with Section 5.5:

(List name, address, and other contact information.)

Bart Mahony
Public Works Maintenance Manager
479-271-5945

§ 1.1.10 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:

(List name, address, and other contact information.)

§ 1.1.11 The Owner shall retain the following consultants and Contractors:

(List name, legal status, address, and other contact information.)

.1 Land Surveyor:

Halff Engineering

.2 Geotechnical Engineer:

GTS, Inc.

.3 Civil Engineer:

Halff Engineering

.4 Contractors, as defined in Section 1.4:

To Be Determined

Init.

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User Notes:

(1718842451)

.5 Separate Contractors, as defined in Section 1.4:

To Be Determined

.6 Other, if any:

(List any other consultants retained by the Owner.)

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Section 2.5:
(List name, address, and other contact information.)

Mark Clinard, Owner
Clinard Construction Mgmt., Inc.
479-271-6212

§ 1.1.13 The Construction Manager's staffing plan as required under Section 3.3.3 shall include:
(List any specific requirements and personnel to be included in the staffing plan, if known.)

To Be Determined

§ 1.1.14 The Construction Manager's consultants retained under Basic Services, if any:
(List name, legal status, address, and other contact information of any consultants.)

§ 1.1.15 The Construction Manager's consultants retained under Supplemental Services:

§ 1.1.16 Other Initial Information on which this Agreement is based:

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Construction Manager's services, schedule for the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

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§ 1.4 The term "Contractors" refers to persons or entities who perform Work under contracts with the Owner that are administered by the Construction Manager and Architect. The term "Contractors" is used to refer to such persons or entities, whether singular or plural. The term does not include the Owner's own forces, or Separate Contractors, which are persons or entities who perform construction under separate contracts with the Owner not administered by the Construction Manager and Architect.

ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

§ 2.1 The Construction Manager shall provide the services as set forth in this Agreement.

§ 2.2 The Construction Manager shall perform its services consistent with the skill and care ordinarily provided by construction managers practicing in the same or similar locality under the same or similar circumstances. The Construction Manager shall perform its services as expeditiously as is consistent with such skill and care and the orderly progress of the Project.

§ 2.3 The Construction Manager shall provide its services in conjunction with the services of an Architect as described in AIA Document B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition. The Construction Manager shall not be responsible for actions taken by the Architect.

§ 2.4 The Construction Manager shall coordinate its services with those services provided by the Owner, the Architect, the Contractors, and the Owner's other consultants and Separate Contractors. The Construction Manager shall be entitled to rely on, and shall not be responsible for, the accuracy and completeness of services and information furnished by the Owner, the Architect, and the Owner's other consultants and Separate Contractors. The Construction Manager shall provide prompt written notice to the Owner if the Construction Manager becomes aware of any error, omission, or inconsistency in such services or information.

§ 2.5 The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 2.6 The Construction Manager, as soon as practicable after execution of the Agreement, shall notify the Owner in writing of the names and qualifications of its proposed key staff members. Within 14 days of receipt of the names and qualifications of the Construction Manager's proposed key staff members, the Owner may reply to the Construction Manager in writing, stating (1) whether the Owner has reasonable objection to a proposed key staff member or (2) that the Owner requires additional time to review. Failure of the Owner to reply within the 14-day period shall constitute notice of no reasonable objection. The Construction Manager shall not staff any employees on the Project to whom the Owner has made reasonable and timely objection. The Construction Manager shall not change its key staff members without the Owner's consent, which shall not be unreasonably withheld or delayed.

§ 2.7 Except with the Owner's knowledge and consent, the Construction Manager shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Construction Manager's judgment with respect to this Project.

§ 2.8 The Construction Manager shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Construction Manager normally maintains, the Owner shall pay the Construction Manager as set forth in section 11.7.

§ 2.8.1 Commercial General Liability with policy limits of not less than One Million Dollars (\$ 1,000,000.) for each occurrence and One Million Dollars (\$ 1,000,000.) in the aggregate for bodily injury and property damage.

§ 2.8.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than One Million Dollars (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.8.3 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.8.1 and 2.8.2, and in no event shall any excess or umbrella liability insurance provide

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narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.8.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than Five Hundred Thousand Dollars (\$ 500,000) each accident, Five Hundred Thousand Dollars (\$ 500,000) each employee, and Five Hundred Thousand Dollars (\$ 500,000.) policy limit.

§ 2.8.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than -0- (\$ -0-) per claim and -0- (\$ -0-) in the aggregate.

§ 2.8.6 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.8.7 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.8.

§ 2.9 The Construction Manager shall assist the Owner, Architect, and other Project participants in establishing building information modeling and digital data protocols for the Project using AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 2.10 A centralized electronic document management system will be used on the Project, and the Construction Manager shall be designated the Responsible Project Participant in section 3.5 of E203-2013, responsible for managing and maintaining the centralized electronic document management system. The centralized electronic document management system shall include all items listed in Article 3 of E203, and the following:
(List any items to be included that are not listed in Article 3 of E203-2013.)

§ 2.11 The Construction Manager shall retain all Project related documents and information it receives, and the Owner and Architect shall have access to the documents and information. The Construction Manager shall transmit the documents and information to the Owner at final completion.

ARTICLE 3 SCOPE OF CONSTRUCTION MANAGER'S BASIC SERVICES

§ 3.1 Definition

The Construction Manager's Basic Services consist of those described in this Article 3, and include usual and customary Preconstruction and Construction Phase Services. Services not set forth in this Article 3 are Supplemental or Additional Services. The Owner, Construction Manager, and Contractors may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently.

§ 3.2 Preconstruction Phase

§ 3.2.1 The Construction Manager shall review the program furnished by the Owner and any evaluation of the Owner's program provided by the Architect, to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner and Architect.

§ 3.2.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.2.3 The Construction Manager shall prepare, and deliver to the Owner, for the Owner's approval, a written Construction Management Plan that includes, at a minimum, the following: (1) preliminary evaluations required in Section 3.2.2, (2) a Project schedule, (3) cost estimates, (4) recommendations for Project delivery method, and (5) Contractors' scopes of Work. The Construction Manager shall periodically update the Construction Management Plan, for the Owner's approval, over the course of the Project.

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§ 3.2.4 The Construction Manager shall prepare and periodically update the Project schedule included in the Construction Management Plan for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities and highlight items that affect the Project's timely completion.

§ 3.2.5 The Construction Manager shall update the Project schedule to include the components of the Work, including phasing of construction, times of commencement and completion required of each Contractor, ordering and delivery of products, including those that must be ordered in advance of construction, obtaining the required reviews and approvals of authorities having jurisdiction over the Project, and the occupancy requirements of the Owner.

§ 3.2.6 Based on the preliminary design and information prepared or provided by the Architect and other Owner consultants, the Construction Manager shall prepare, for the Architect's review and Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques, including the establishment of sufficient contingency to reasonably anticipate the development of the Project's design documents.

§ 3.2.7 The Construction Manager shall review design documents during their development and advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; sequencing for phased construction; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 3.2.8 The Construction Manager shall review recommendations for systems, materials, or equipment for the impact upon cost, schedule, sequencing, constructability, and coordination among the Contractors. The Construction Manager shall discuss its findings with the Owner and the Architect, and coordinate resolution, as necessary, of any such impacts.

§ 3.2.9 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for further development of the design, bidding or negotiating, price escalation, and market conditions. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

§ 3.2.10 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations whenever the Construction Manager determines that the design, or details, adversely affect cost, scope, schedule, constructability, or quality of the Project.

§ 3.2.11 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding the assignment of responsibilities for temporary Project facilities and equipment, materials and services for common use of the Contractors. The Construction Manager shall verify that such requirements and assignment of responsibilities are included in the proposed Contract Documents.

§ 3.2.12 The Construction Manager shall provide recommendations and information to the Owner regarding the allocation of responsibilities for safety programs among the Contractors.

§ 3.2.13 The Construction Manager shall provide recommendations to the Owner on the division of the Project into individual contracts for the construction of various categories of Work, including the method to be used for selecting Contractors and awarding Contracts for Construction. The Construction Manager shall review the Drawings and Specifications and make recommendations as required to provide that (1) the Work of the Contractors is coordinated,

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(2) all requirements for the Project are assigned to the appropriate Contract, (3) the likelihood of jurisdictional disputes is minimized, and (4) proper coordination is provided for phased construction.

§ 3.2.14 The Construction Manager shall make recommendations about, and coordinate the ordering and delivery of, materials in support of the schedule, including those that must be ordered in advance of construction.

§ 3.2.15 The Construction Manager shall assist the Owner in selecting, retaining, and coordinating the professional services of surveyors, geotechnical engineers, special consultants, and construction materials testing required for the Project.

§ 3.2.16 The Construction Manager shall provide an analysis of the types and quantities of labor required for the Project and review the availability of appropriate categories of labor required for critical phases. The Construction Manager shall make recommendations for actions designed to minimize adverse effects of labor shortages.

§ 3.2.17 The Construction Manager shall assist the Owner in obtaining information regarding applicable requirements for equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities for inclusion in the Contract Documents.

§ 3.2.18 Following the Owner's approval of the Drawings and Specifications, the Construction Manager shall update and submit the latest estimate of the Cost of the Work and the Project schedule for the Architect's review and the Owner's approval.

§ 3.2.19 The Construction Manager, in consultation with the Owner, shall develop bidders' interest in the Project and establish bidding schedules. The Construction Manager shall assist the Owner and the Architect with the development of the Bidding Documents, which consist of bidding requirements and proposed Contract Documents. The Construction Manager, with the assistance of the Architect, shall issue Bidding Documents to bidders and conduct pre-bid conferences with prospective bidders. The Construction Manager shall issue the current Project schedule with each set of Bidding Documents. The Construction Manager shall assist the Architect with regard to questions from bidders and with the issuance of addenda.

§ 3.2.20 The Construction Manager shall submit a list of prospective bidders for the Architect's review and the Owner's approval.

§ 3.2.21 The Construction Manager, with the assistance of the Architect, shall review bids, and prepare bid analyses, and make recommendations to the Owner for the Owner's award of Contracts for Construction or rejection of bids.

§ 3.2.22 The Construction Manager, with the assistance of the Architect, shall assist the Owner in preparing Contracts for Construction. The Construction Manager shall advise the Owner on the acceptability of Subcontractors and material suppliers proposed by Contractors.

§ 3.2.23 The Construction Manager shall assist the Owner in obtaining building permits and special permits for permanent improvements, except for permits required to be obtained directly by the Contractors. The Construction Manager shall verify that the Owner has paid applicable fees and assessments. The Construction Manager shall assist the Owner and Architect in connection with the Owner's responsibility for filing documents required for the approvals of governmental authorities having jurisdiction over the Project.

§ 3.2.24 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E235™-2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, attached to this Agreement.

§ 3.3 Construction Phase

§ 3.3.1 The Construction Manager shall provide on-site administration of the Contracts for Construction in cooperation with the Architect as set forth below and in AIA Document A232™-2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition. If the Owner and Contractor modify AIA Document A232-2019, those modifications shall not affect the Construction Manager's services under this Agreement unless the Owner and the Construction Manager amend this Agreement.

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§ 3.3.2 Subject to Section 4.2 and except as provided in Section 3.3.30, the Construction Manager's responsibility to provide Construction Phase Services commences with the award of the initial Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.3.3 The Construction Manager shall provide a staffing plan to include one or more representatives who shall be in attendance at the Project site on a daily part-time basis whenever the Work is being performed.

§ 3.3.4 The Construction Manager shall provide administrative, management and related services to coordinate scheduled activities and responsibilities of the Contractors with each other and with those of the Construction Manager, the Owner and the Architect. The Construction Manager shall coordinate the activities of the Contractors in accordance with the latest approved Project schedule and the Contract Documents.

§ 3.3.5 The Construction Manager shall review and analyze the construction schedules provided by the Contractors to update the Project schedule, incorporating the activities of the Owner, Architect, and Contractors on the Project, including activity sequences and durations, allocation of labor and materials, processing of Shop Drawings, Product Data and Samples, and delivery and procurement of products, including those that must be ordered in advance of construction. The Project schedule shall include the Owner's occupancy requirements showing portions of the Project having occupancy priority. The Construction Manager shall update and reissue the Project schedule as required to show current conditions. If an update indicates that the previously approved Project schedule may not be met, the Construction Manager shall recommend corrective action to the Owner and Architect.

§ 3.3.6 The Construction Manager shall schedule and conduct meetings to discuss matters such as procedures, progress, coordination, and scheduling of the Work, and to develop solutions to issues identified. The Construction Manager shall prepare and promptly distribute minutes to the Owner, Architect and Contractors.

§ 3.3.7 In accordance with the Contract Documents and the latest approved Project schedule, and utilizing information from the Contractors, the Construction Manager shall review, analyze, schedule and coordinate the overall sequence of construction and assignment of space in areas where the Contractors are performing Work.

§ 3.3.8 The Construction Manager shall coordinate all tests and inspections required by the Contract Documents or governmental authorities, observe the on-site testing and inspections, and arrange for the delivery of test and inspection reports to the Owner and Architect.

§ 3.3.9 The Construction Manager shall endeavor to obtain satisfactory performance from each of the Contractors. The Construction Manager shall recommend courses of action to the Owner when requirements of a Contract are not being fulfilled.

§ 3.3.10 The Construction Manager shall monitor and evaluate actual costs for activities in progress and estimates for uncompleted tasks and advise the Owner and Architect as to variances between actual costs and budgeted or estimated costs. If a Contractor is required to submit a Control Estimate, the Construction Manager shall meet with the Owner and Contractor to review the Control Estimate. The Construction Manager shall promptly notify the Contractor if there are any inconsistencies or inaccuracies in the information presented. The Construction Manager shall also report the Contractor's cost control information to the Owner.

§ 3.3.11 The Construction Manager shall develop cash flow reports and forecasts for the Project and include them in the Construction Manager's progress reports.

§ 3.3.12 The Construction Manager shall maintain accounting records on authorized Work performed under unit costs, additional Work performed on the basis of actual costs of labor and materials, and other Work requiring accounting records.

§ 3.3.12.1 The Construction Manager shall develop and implement procedures for the review and processing of Applications for Payment by Contractors for progress and final payments.

§ 3.3.12.2 Not more frequently than monthly, the Construction Manager shall review and certify the amounts due the respective Contractors as follows:

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- .1 Where there is only one Contractor responsible for performing the Work, the Construction Manager shall, within seven days after the Construction Manager receives the Contractor's Application for Payment, review the Application, certify the amount the Construction Manager determines is due the Contractor, and forward the Contractor's Application and Certificate for Payment to the Architect.
- .2 Where there is more than one Contractor responsible for performing different portions of the Project, the Construction Manager shall, within seven days after the Construction Manager receives each Contractor's Application for Payment: (1) review the Applications and certify the amount the Construction Manager determines is due each Contractor; (2) prepare a Summary of Contractors' Applications for Payment by summarizing information from each Contractor's Application for Payment; (3) prepare a Project Application and Certificate for Payment; (4) certify the total amount the Construction Manager determines is due all Contractors collectively; and (5) forward the Summary of Contractors' Applications for Payment and Project Application and Certificate for Payment to the Architect.

§ 3.3.12.3 The Construction Manager's certification for payment shall constitute a representation to the Owner, based on the Construction Manager's evaluations of the Work and on the data comprising the Contractors' Applications for Payment, that, to the best of the Construction Manager's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractors are entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion; (2) results of subsequent tests and inspections; (3) correction of minor deviations from the Contract Documents prior to completion; and (4) specific qualifications expressed by the Construction Manager. The issuance of a Certificate for Payment shall further constitute a recommendation to the Architect and Owner that the Contractor be paid the amount certified.

§ 3.3.12.4 The certification of an Application for Payment or a Project Application for Payment by the Construction Manager shall not be a representation that the Construction Manager has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, procedures, or sequences for a Contractor's own Work; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate each Contractor's right to payment; or (4) ascertained how or for what purpose that Contractor has used money previously paid on account of the Contract Sum.

§ 3.3.13 The Construction Manager shall obtain and review the safety programs developed by each Contractor solely and exclusively for purposes of coordinating the safety programs with those of the other Contractors and for making recommendations for any additional safety measures to be considered in the Work of the Contractors. The Construction Manager's responsibilities for coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractors, Subcontractors, agents or employees of the Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager.

§ 3.3.14 The Construction Manager shall determine in general that the Work of each Contractor is being performed in accordance with the requirements of the Contract Documents and notify the Owner, Contractor and Architect of defects and deficiencies in the Work. The Construction Manager shall have the authority to reject Work that does not conform to the Contract Documents and shall notify the Architect about the rejection. The failure of the Construction Manager to reject Work shall not constitute acceptance of the Work. The Construction Manager shall record any rejection of Work in its daily log and include information regarding the rejected Work in its progress reports to the Architect and Owner pursuant to Section 3.3.22.1. Upon written authorization from the Owner, the Construction Manager may require and make arrangements for additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed, and the Construction Manager shall give timely notice to the Architect of when and where the tests and inspections are to be made so that the Architect may be present for such procedures.

§ 3.3.15 The Construction Manager shall advise and consult with the Owner and Architect during the performance of its Construction Phase Services. The Construction Manager shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Construction Manager shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work of each of the Contractors, since these are solely the Contractor's rights and

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responsibilities under the Contract Documents. The Construction Manager shall not be responsible for a Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall be responsible for the Construction Manager's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractors, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 3.3.16 The Construction Manager shall transmit to the Architect requests for interpretations, and requests for information of the meaning and intent of the Drawings and Specifications, and provide its written recommendation. The Construction Manager shall assist in the resolution of questions that may arise.

§ 3.3.17 The Construction Manager shall review requests for changes, assist in negotiating Contractors' proposals, submit recommendations to the Architect and Owner, and, if the proposed changes are accepted or required by the Owner, prepare Change Orders or Construction Change Directives that incorporate the Architect's modifications to the Contract Documents.

§ 3.3.18 The Construction Manager shall assist the Initial Decision Maker in the review, evaluation and documentation of Claims, subject to Section 4.2.2.7.

§ 3.3.19 Utilizing the submittal schedules provided by each Contractor, the Construction Manager shall prepare, and revise as necessary, a Project submittal schedule incorporating information from the Owner, Owner's consultants, Owner's Separate Contractors and vendors, governmental agencies, and participants in the Project under the management of the Construction Manager. The Project submittal schedule and any revisions shall be submitted to the Architect for approval.

§ 3.3.20 The Construction Manager shall promptly review all Shop Drawings, Product Data, Samples, and other submittals from the Contractors for compliance with the submittal requirements of the Contract, coordinate submittals with information contained in related documents, and transmit to the Architect those that the Construction Manager recommends for approval. The Construction Manager's actions shall be taken in accordance with the Project submittal schedule approved by the Architect, or in the absence of an approved Project submittal schedule, with such reasonable promptness as to cause no delay in the Work or in the activities of the Contractors, the Owner, or the Architect.

§ 3.3.20.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractors by the Contract Documents, the Construction Manager shall review those submittals for sequencing, constructability, and coordination impacts on the other Contractors. The Construction Manager shall discuss its findings with the Owner and the Architect, and coordinate resolution, as necessary, of any such impacts.

§ 3.3.21 The Construction Manager shall keep a daily log containing a record of weather, each Contractor's Work on the site, number of workers, identification of equipment, Work accomplished, problems encountered, and other similar relevant data as the Owner may require.

§ 3.3.21.1 The Construction Manager shall collect, review for accuracy, and compile the Contractors' daily logs; and include them in the Construction Manager's reports prepared and submitted in accordance with section 3.3.21.2.

§ 3.3.21.2 The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information identified below:

- .1 Work completed for the period;
- .2 Project schedule status;
- .3 Submittal schedule and status report, including a summary of remaining and outstanding submittals;
- .4 Request for information, Change Order, and Construction Change Directive status reports;
- .5 Tests and inspection reports;
- .6 Status report of nonconforming and rejected Work;
- .7 Daily logs;
- .8 Summary of all Contractors' Applications for Payment;
- .9 Cumulative total of the Cost of the Work to date including the Construction Manager's compensation and reimbursable expenses at the job site, if any;

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- .10 Cash-flow and forecast reports;
- .11 Photographs to document the progress of the Project;
- .12 Status reports on permits and approvals of authorities having jurisdiction; and
- .13 Any other items the Owner may require:

§ 3.3.21.3 In addition, for Projects constructed on the basis of the Cost of the Work, the Construction Manager shall include the following additional information in its progress reports, if requested by Owner:

- .1 Contractors' work force reports;
- .2 Equipment utilization report;
- .3 Cost summary, comparing actual costs to updated cost estimates; and
- .4 Any other items as the Owner may require:

§ 3.3.22 Utilizing the documents provided by the Contractors, the Construction Manager shall make available, at the Home Office of the Construction Manager, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Owner, Architect, and Contractors. Upon completion of the Project, the Construction Manager shall deliver them to the Owner.

§ 3.3.23 The Construction Manager shall arrange for the delivery, storage, protection and security of Owner-purchased materials, systems and equipment that are a part of the Project until such items are incorporated into the Work.

§ 3.3.24 With the Owner's maintenance personnel, the Construction Manager shall observe the Contractors' final testing and start-up of utilities, operational systems and equipment and observe any commissioning as the Contract Documents may require.

§ 3.3.25 When the Construction Manager considers each Contractor's Work or a designated portion thereof substantially complete, the Construction Manager shall, jointly with that Contractor, prepare for the Architect a list of incomplete or unsatisfactory items and a schedule for their completion. The Construction Manager shall assist the Architect in conducting inspections to determine whether the Work or designated portion thereof is substantially complete.

§ 3.3.26 When the Work of all of the Contractors, or designated portion thereof, is substantially complete, the Construction Manager shall prepare, and the Construction Manager and Architect shall execute, a Certificate of Substantial Completion. The Construction Manager shall submit the executed Certificate to the Owner and Contractors. The Construction Manager shall coordinate the correction and completion of the Work. Following issuance of a Certificate of Substantial Completion of the Work or a designated portion thereof, the Construction Manager shall perform an inspection to confirm the completion of the Work of the Contractors and make recommendations to the Architect when the Work of all of the Contractors is ready for final inspection. The Construction Manager shall assist the Architect in conducting the final inspection.

§ 3.3.27 The Construction Manager shall forward to the Owner, with a copy to the Architect, the following information received from the Contractors: (1) certificates of insurance ; (2) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (3) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (4) any other documentation required of the Contractors under the Contract Documents, including warranties and similar submittals.

§ 3.3.28 The Construction Manager shall coordinate receipt, and delivery to the Owner, of other items provided by the Contractors, such as keys, manuals, and record drawings. The Construction Manager shall forward to the Architect a final Project Application for Payment and Project Certificate for Payment, or a final Application for Payment and final Certificate for Payment, upon the Contractors' compliance with the requirements of the Contract Documents.

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§ 3.3.29 Duties, responsibilities and limitations of authority of the Construction Manager as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Construction Manager, Architect, and Contractors. Consent shall not be unreasonably withheld.

§ 3.3.30 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Construction Manager shall, without additional compensation, conduct a meeting with the Owner and Architect to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Construction Manager shall provide the listed Supplemental Services only if specifically designated in the table below as the Construction Manager's responsibility, and the Owner shall compensate the Construction Manager as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Construction Manager is designated, the parties agree that the listed Supplemental Service is not being provided for the Project. *(Designate the Construction Manager's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Construction Manager or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)*

Supplemental Services	Responsibility (Construction Manager, Owner or not provided)
§ 4.1.1.1 Measured drawings	Architect
§ 4.1.1.2 Tenant-related services	N/A
§ 4.1.1.3 Commissioning	N/A
§ 4.1.1.4 Development of a commissioning plan	N/A
§ 4.1.1.5 Sustainable Project Services pursuant to Section 4.1.3	Architect
§ 4.1.1.6 Furniture, furnishings and equipment delivery, and installation coordination	Owner
§ 4.1.1.7 Furniture, furnishings and equipment procurement assistance	Owner
§ 4.1.1.8 Assistance with site selection	N/A
§ 4.1.1.9 Assistance with selection of the Architect	N/A
§ 4.1.1.10 Furnish land survey	N/A
§ 4.1.1.11 Furnish geotechnical engineering services	Owner
§ 4.1.1.12 Provide insurance advice	CM
§ 4.1.1.13 Provide supplemental Project risk analysis and mitigation strategies	Owner
§ 4.1.1.14 Stakeholder relationships management	N/A
§ 4.1.1.15 Owner moving coordination	N/A
§ 4.1.1.16 Coordination of Owner's Separate Contractors	CM & Owner
§ 4.1.1.17 Other Supplemental Services	

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Construction Manager's responsibility is provided below.

(Describe in detail the Construction Manager's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

Item 4.1.1.12 – CM to advise Owner on placement of Builder's Risk Insurance Coverage on the City of Bentonville insurance coverage

Item 4.1.1.16 – CM to work with the City of Bentonville in coordinating the Work of Contractors and Owner's Separate Contractors

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§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.
(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

Item 4.1.1.11 - Geotechnical Soils Testing (Pits) to be paid for by Owner and Coordinated with help from CM

Item 4.1.1.6 & 7 - All furniture, fixtures and equipment are to be provided and paid for by Owner and installed by City of Bentonville personnel.

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E235™-2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, attached to this Agreement. The Owner shall compensate the Construction Manager as provided in Section 11.2.

§ 4.2 Construction Manager's Additional Services

§ 4.2.1 The Construction Manager may provide Additional Services after execution of this Agreement, without invalidating this Agreement. Except for services required due to the fault of the Construction Manager, any Additional Services provided in accordance with this Section 4.2 shall entitle the Construction Manager to compensation pursuant to Section 11.3.

§ 4.2.2 Upon recognizing the need to perform the following Additional Services, the Construction Manager shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Construction Manager shall not proceed to provide the following Additional Services until the Construction Manager receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6. Services necessitated by sections 6.4 and 6.6 shall not be considered additional services;
- .2 Services necessitated by the enactment or revision of codes, laws, regulations or official interpretations after the date of this Agreement;
- .3 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's other consultants or contractors;
- .4 Preparation of documentation for alternate bid or proposal requests proposed by the Owner;
- .5 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .6 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Construction Manager is party thereto;
- .7 Consultation concerning replacement of Work resulting from fire or other cause during construction and furnishing services required in connection with the replacement of such Work; or
- .8 Assistance to the Initial Decision Maker.

§ 4.2.3 To avoid delay in the Construction Phase, the Construction Manager shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Construction Manager's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Construction Manager of the Owner's determination. The Owner shall compensate the Construction Manager for the services provided prior to the Construction Manager's receipt of the Owner's notice:

- .1 Providing assistance to the Initial Decision Maker in evaluating an extensive number of Claims submitted by a Contractor or others in connection with the Work.
- .2 Services required in an emergency to coordinate the activities of a Contractor or Contractors in the event of risk of personal injury or serious property damage, consistent with Section 3.3.15.

§ 4.2.4 Except for services required under Section 3.3.30, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work, or (2) the anticipated date of Substantial Completion identified in the Initial Information, whichever is earlier, shall be compensated as Additional Services to the extent the Construction Manager incurs additional cost in providing those Construction Phase Services.

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§ 4.2.5 If the services covered by this Agreement have not been completed within Ten (10) months of the date of this Agreement, through no fault of the Construction Manager, extension of the Construction Manager's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner acknowledges that accelerated, phased, or fast-track design and construction provides a benefit, but also carries with it the risk of additional costs. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B132–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition. The Owner shall provide the Construction Manager with a copy of the scope of services in the agreement executed between the Owner and Architect, and any further modifications to the Architect's scope of services in the agreement.

§ 5.5 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions pertaining to documents the Construction Manager submits in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Construction Manager's services.

§ 5.6 Unless provided by the Construction Manager, the Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries, and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.7 Unless provided by the Construction Manager, the Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.8 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.9 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, attached to this Agreement.

§ 5.10 The Owner shall coordinate the services of its own consultants with those services provided by the Construction Manager. Upon the Construction Manager's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Construction Manager in this Agreement, or authorize the Construction Manager to furnish them as an Additional Service, when the Construction Manager requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that

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its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.11 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.12 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.13 The Owner shall provide prompt written notice to the Construction Manager and Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service or any fault or defect in the Construction Manager's services.

§ 5.14 The Owner reserves the right to perform construction and operations related to the Project with the Owner's own forces, and to award contracts in connection with the Project which are not part of the Construction Manager's responsibilities under this Agreement. The Construction Manager shall notify the Owner if any such independent action will interfere with the Construction Manager's ability to perform the Construction Manager's responsibilities under this Agreement. When performing construction or operations related to the Project, the Owner agrees to be subject to the same obligations and to have the same rights as the Contractors.

§ 5.15 The Owner shall communicate with the Contractors and the Construction Manager's consultants through the Construction Manager about matters arising out of or relating to the Contract Documents. The Owner and Construction Manager shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.16 Before executing the Contracts for Construction, the Owner shall coordinate the Construction Manager's duties and responsibilities set forth in the Contracts for Construction with the Construction Manager's services set forth in this Agreement. The Owner shall provide the Construction Manager a copy of the executed agreements between the Owner and Contractors, including the General Conditions of the Contracts for Construction.

§ 5.17 The Owner shall provide the Construction Manager access to the Project site prior to commencement of the Work and shall obligate the Contractors to provide the Construction Manager access to the Work wherever it is in preparation or progress.

§ 5.18 Within 15 days after receipt of a written request from the Construction Manager, the Owner shall furnish the requested information as necessary and relevant for the Construction Manager to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work includes the compensation of the Construction Manager and Construction Manager's Consultants during the Construction Phase only, including compensation for reimbursable expenses at the job site, if any. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2 and 6.4. Evaluations of the Owner's budget for the Cost of the Work, and the estimates of the Cost of the Work prepared by the Construction Manager, represent the Construction Manager's judgment as a person or entity familiar with the construction industry. It is recognized, however, that neither the Construction Manager nor the Owner has control over the cost of labor, materials; or equipment; the Contractors' methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Construction Manager cannot and does not warrant or represent that bids or negotiated prices will not vary from the

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Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Construction Manager.

§ 6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

§ 6.4 If the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Construction Manager, in consultation with the Architect, shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Construction Manager and Architect in making such adjustments.

§ 6.5 If the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 terminate in accordance with Section 9.5;
- .3 in consultation with the Construction Manager and Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .4 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to revise the Project program, scope, or quality to reduce the Cost of the Work pursuant to Section 6.5.3, or if the bids or proposals received from the prospective Contractors, in the aggregate, exceed the Owner's budget for the Cost of the Work, and the Owner chooses to revise the Project program, scope, or quality to reduce the Cost of the Work, the Construction Manager shall cooperate with the Owner and Architect to develop the necessary revisions, update the cost estimate, and obtain additional bids. The Construction Manager will perform the services described in Sections 6.4 and 6.6 without additional compensation.

ARTICLE 7 COPYRIGHTS AND LICENSES

The Construction Manager and the Construction Manager's consultants, if any, shall not own or claim a copyright in the Instruments of Service. The Construction Manager, the Construction Manager's consultants, if any, and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Construction Manager shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Construction Manager waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Construction Manager waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A232-2019, General Conditions of the Contract for Construction. The Owner or the Construction Manager, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Construction Manager shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Construction Manager, its employees and its consultants in the performance of professional services under this Agreement. The Construction Manager's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. The Construction Manager's duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement.

§ 8.1.4 The Construction Manager and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Construction Manager's services, the Construction Manager may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Construction Manager shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

- ☐ Arbitration pursuant to Section 8.3 of this Agreement
- ☐ Litigation in a court of competent jurisdiction
- ☐ Other: *(Specify)*

If the Owner and Construction Manager do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

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§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Construction Manager grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Construction Manager under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Construction Manager in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Construction Manager's option, cause for suspension of performance of services under this Agreement. If the Construction Manager elects to suspend services, the Construction Manager shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Construction Manager shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Construction Manager all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Construction Manager's services. The Construction Manager's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Construction Manager shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Construction Manager shall be compensated for expenses incurred in the interruption and resumption of the Construction Manager's services. The Construction Manager's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Construction Manager, the Construction Manager may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Construction Manager terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Construction Manager for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Construction Manager's termination of consultant agreements.

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§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Construction Manager terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Construction Manager the following termination fee:

(Set forth below the amount of any termination fee, or the method for determining any termination fee.)

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A232–2019, General Conditions of the Contract for Construction, except for purposes of this Agreement, the term "Work" shall include the work of all Contractors under the administration of the Construction Manager and the Architect.

§ 10.3 The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Construction Manager by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Construction Manager to execute certificates, the proposed language of such certificates shall be submitted to the Construction Manager for review at least 14 days prior to the requested dates of execution. If the Owner requests the Construction Manager to execute consents reasonably required to facilitate assignment to a lender, the Construction Manager shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Construction Manager for review at least 14 days prior to execution. The Construction Manager shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Construction Manager.

§ 10.6 Unless otherwise required in this Agreement, the Construction Manager shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Construction Manager shall have the right to include photographic or artistic representations of the design of the Project among the Construction Manager's promotional and professional materials. The Construction Manager shall provide professional credit for the Architect and the Contractors in the Construction Manager's promotional materials for the Project. The Construction Manager shall be given reasonable access to the completed Project to make such representations. However, the Construction Manager's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Construction Manager in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Construction Manager in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Construction Manager or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

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§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Construction Manager's Basic Services described under Article 3, the Owner shall compensate the Construction Manager as follows:

§ 11.1.1 For Preconstruction Phase Services in Section 3.2:

(Insert amount of, or basis for, compensation, including stipulated sums, multiples or percentages.)

Ten Thousand (\$10,000) payable in two payments of \$5,000 per payment due on May 10, 2023 and June 10, 2023.

§ 11.1.2 For Construction Phase Services in Section 3.3:

(Insert amount of, or basis for, compensation, including stipulated sums, multiples or percentages.)

Sixty Thousand (\$60,000) paid on a percentage completion basis as reported on each monthly Progress Billing.

§ 11.2 For the Construction Manager's Supplemental Services designated in Section 4.1.1, and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Cost plus 10%

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation.)

To Be Determined and Agreed Upon if Additional Services are Requested.

§ 11.4 Compensation for Supplemental and Additional Services of the Construction Manager's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Construction Manager plus Ten percent (10 %), or as follows:

(Insert amount of, or basis for computing, Construction Manager's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 The hourly billing rates for services of the Construction Manager and the Construction Manager's consultants are set forth below. The rates shall be adjusted in accordance with the Construction Manager's and Construction Manager's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

To be set and agreed upon at the time said services are requested and specified.

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§ 11.6 Compensation for Reimbursable Expenses

§ 11.6.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Construction Manager and the Construction Manager's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Professional photography, and presentation materials requested by the Owner;
- .8 If required by the Owner, and with the Owner's prior written approval, the Construction Manager's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Construction Manager's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.6.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Construction Manager and the Construction Manager's consultants at cost of said expenses incurred.

§ 11.7 Construction Manager's Insurance. If the types and limits of coverage required in Section 2.8 are in addition to the types and limits the Construction Manager normally maintains, the Owner shall pay the Construction Manager for the additional costs incurred by the Construction Manager for the additional coverages as set forth below.

(Insert the additional coverages the Construction Manager is required to obtain in order to satisfy the requirements set forth in Section 2.8, and for which the Owner shall reimburse the Construction Manager.)

§ 11.8 Payments to the Construction Manager**§ 11.8.1 Initial Payment**

§ 11.8.1.1 An initial payment of zero (\$ -0-) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.8.2 Progress Payments

§ 11.8.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

(Insert rate of monthly or annual interest agreed upon.)

%

§ 11.8.2.2 The Owner shall not withhold amounts from the Construction Manager's compensation to impose a penalty or liquidated damages on the Construction Manager, or to offset sums requested by or paid to Contractors for the cost of changes in the Work, unless the Construction Manager agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.8.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Construction Manager.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document C132™–2019, Standard Form Agreement Between Owner and Construction Manager as Adviser

- .2

- .3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

☒ [X] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits identified in Section 4.1.2.)

Proposal of Estimated Project Cost – Dated 01/09/23

- .4 Other documents:
(List other documents, if any, forming part of the Agreement.)

Preliminary drawings from Hight Jackson Associates dated 04/22/2023

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

OWNER (Signature)

Stephanie Orman, Mayor
(Printed name and title)

CONSTRUCTION MANAGER (Signature)

J. Mark Clinard, Owner
(Printed name and title)

Init.

Additions and Deletions Report for AIA® Document C132® – 2019

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 11:34:00 ET on 03/27/2023.

PAGE 1

AGREEMENT made as of the Fifteenth day of April in the year Two Thousand Twenty Three.

...

City of Bentonville
1000 SW 14th Street
Bentonville, Arkansas 72712
479-271-3115

...

(Name, legal status, address, and other information)

Clinard Construction Management, Inc.
615 N. Walton Blvd. Suite D
Bentonville, Arkansas 72712
479-271-6212

...

Bentonville Cemetery Committal Shelter and Columbarium Project
Near the Corner of SW 5th and SW F Street
Bentonville, AR 72712

...

(Name, legal status, address, and other information)

Hight Jackson and Associates
5201 Village Parkway Suite 300
Rogers, Arkansas 72758
479-464-4965

PAGE 2

The project program is to design and build an open air committal shelter pavilion for the purpose of holding memorial services near the Bentonville Cemetery. The site area around the pavilion is to be a circular concrete walkway with columbaria structures placed at spaces along the walkway with park benches at each location facing the niches in the columbaria. The site is to be landscaped with trees and greenery consistent with the adjacent Bentonville Cemetery with accessible walkways from a vehicular drop-off zone near an adjacent drive aisle into the committal shelter and columbaria areas.

...

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User Notes:

(1718842451)

The committal shelter is to be an open air pavilion approximately 33' x 43' constructed of redwood main structure materials with a standing seam metal roof founded on a concrete and brick masonry foundation and floor. The shelter is to have a storage closet for utilities and a place to store items used during memorial services. The site will be served with single-phase electrical, irrigation water and site stormwater detention. The shelter structure will be designed by the manufacturer and fabricated off site and shipped to the site for assembly.

PAGE 3

Eight Hundred Thousand Dollars (\$800,000) for Construction Costs and Construction Manager Fee and Reimbursables

§ 1.1.4 The Owner's anticipated design and construction milestone ~~dates~~ dates are as follows subject to delays beyond the control of the Construction Manager and Architect:

.1 Design phase milestone dates, if any:

May 31, 2023 for Completion of Bid Documents and Large Scale Approval, Submission to Plan Review and Advertisement for Contractor Bids

June 30, 2023 for Completion of Bidding Phase

July 15, 2023 for Submission of GMP to City of Bentonville for Approval by City Council on July 25, 2023.

July 31, 2023 for issuance of Building Permit and Pre-Construction Meeting on Site

August 1, 2023 or within five (5) days of issuance of Building Permit

...

December 31, 2023

...

Competitive Bids for Primary Components including Earthwork, Site Concrete, Storm Drainage, Landscaping, Irrigation, Shelter Building Foundation and Floor, Shelter Masonry, Shelter Structure and Roof (Installation), Painting/Finished, Electrical and Lighting

Negotiated Pricing for Redwood Structure kit from Forever Redwood and Columbaria from Sunset Memorial and Stone.

Project General Requirements are to be on a Cost Plus a Percentage. These reimbursables would include Supervision, Temporary Utilities, Construction Toilets, Dumpster Rental, etc.

PAGE 4

Bart Mahony
Public Works Maintenance Manager
479-271-5945

...

Half Engineering

...

GTS, Inc.

...

Halff Engineering

...

To Be Determined

PAGE 5

To Be Determined

...

Mark Clinard, Owner
Clinard Construction Mgmt., Inc.
479-271-6212

...

To Be Determined

PAGE 6

§ 2.8.1 Commercial General Liability with policy limits of not less than One Million Dollars (\$ 1,000,000.) for each occurrence and One Million Dollars (\$ 1,000,000.) in the aggregate for bodily injury and property damage.

§ 2.8.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than One Million Dollars (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

PAGE 7

§ 2.8.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than Five Hundred Thousand Dollars (\$ 500,000) each accident, Five Hundred Thousand Dollars (\$ 500,000) each employee, and Five Hundred Thousand Dollars (\$ 500,000.) policy limit.

§ 2.8.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than -0- (\$ -0-) per claim and -0- (\$ -0-) in the aggregate.

PAGE 10

§ 3.3.3 The Construction Manager shall provide a staffing plan to include one or more representatives who shall be in attendance at the Project site on a daily part-time basis whenever the Work is being performed.

PAGE 13

§ 3.3.21.3 In addition, for Projects constructed on the basis of the Cost of the Work, the Construction Manager shall include the following additional information in its progress ~~reports~~: reports, if requested by Owner:

...

§ 3.3.22 Utilizing the documents provided by the Contractors, the Construction Manager shall make available, at the ~~Project site, Home Office of the Construction Manager,~~ the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Owner, Architect, and Contractors. Upon completion of the Project, the Construction Manager shall deliver them to the Owner.

PAGE 14

§ 4.1.1.1 Measured drawings	Architect
-----------------------------	-----------

§ 4.1.1.2	Tenant-related services	N/A
§ 4.1.1.3	Commissioning	N/A
§ 4.1.1.4	Development of a commissioning plan	N/A
§ 4.1.1.5	Sustainable Project Services pursuant to Section 4.1.3	Architect
§ 4.1.1.6	Furniture, furnishings and equipment delivery, and installation coordination	Owner
§ 4.1.1.7	Furniture, furnishings and equipment procurement assistance	Owner
§ 4.1.1.8	Assistance with site selection	N/A
§ 4.1.1.9	Assistance with selection of the Architect	N/A
§ 4.1.1.10	Furnish land survey	N/A
§ 4.1.1.11	Furnish geotechnical engineering services	Owner
§ 4.1.1.12	Provide insurance advice	CM
§ 4.1.1.13	Provide supplemental Project risk analysis and mitigation strategies	Owner
§ 4.1.1.14	Stakeholder relationships management	N/A
§ 4.1.1.15	Owner moving coordination	N/A
§ 4.1.1.16	Coordination of Owner's Separate Contractors	CM & Owner

...

Item 4.1.1.12 – CM to advise Owner on placement of Builder's Risk Insurance Coverage on the City of Bentonville insurance coverage

Item 4.1.1.16 – CM to work with the City of Bentonville in coordinating the Work of Contractors and Owner's Separate Contractors

PAGE 15

Item 4.1.1.11 - Geotechnical Soils Testing (Pits) to be paid for by Owner and Coordinated with help from CM

·

Item 4.1.1.6 & 7 - All furniture, fixtures and equipment are to be provided and paid for by Owner and installed by City of Bentonville personnel.

PAGE 16

§ 4.2.5 If the services covered by this Agreement have not been completed within Ten (10) months of the date of this Agreement, through no fault of the Construction Manager, extension of the Construction Manager's services beyond that time shall be compensated as Additional Services.

PAGE 22

Ten Thousand (\$10,000) payable in two payments of \$5,000 per payment due on May 10, 2023 and June 10, 2023.

...

Sixty Thousand (\$60,000) paid on a percentage completion basis as reported on each monthly Progress Billing.

...

Cost plus 10%

...

To Be Determined and Agreed Upon if Additional Services are Requested.

§ 11.4 Compensation for Supplemental and Additional Services of the Construction Manager's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Construction Manager plus Ten percent (10 %), or as follows:

...

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User Notes:

(1718842451)

To be set and agreed upon at the time said services are requested and specified.

PAGE 23

§ 11.6.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Construction Manager and the Construction Manager's consultants ~~plus percent (—%) of the~~ at cost of said expenses incurred.

...

§ 11.8.1.1 An initial payment of zero (\$ -0-) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

...

§ 11.8.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

PAGE 24

.2 ~~AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:~~

~~(Insert the date of the E203-2013 incorporated into this Agreement.)~~

...

(Check the appropriate box for any exhibits incorporated into this Agreement.)

~~[] AIA Document E235™ 2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, dated as indicated below:~~

~~(Insert the date of the E235-2019 incorporated into this agreement.)~~

...

[☒] Other Exhibits incorporated into this Agreement:

...

Proposal of Estimated Project Cost – Dated 01/09/23

...

Preliminary drawings from Hight Jackson Associates dated 04/22/2023

...

Stephanie Orman, Mayor

J. Mark Clinard, Owner

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, J. Mark Clinard, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 11:34:00 ET on 03/27/2023 under Order No. 4104238847 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document C132™ – 2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

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User Notes:

(1718842451)

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO ENTER
INTO A PROFESSIONAL SERVICES AGREEMENT WITH CLINARD
CONSTRUCTION MANAGEMENT, FOR SERVICES RELATED TO THE
COLUMBARIUM/COMMITTAL SHELTER AT THE CITY OF BENTONVILLE
CEMETERY, IN AN AMOUNT NOT TO EXCEED SEVENTY THOUSAND
DOLLARS (\$70,000.00); AND FOR OTHER PURPOSES.**

WHEREAS, the City of Bentonville requires professional services related to the construction management of the columbarium/committal shelter at the city's cemetery;

WHEREAS, Clinard Construction Management was selected for this service pursuant to the City of Bentonville's selection process in accordance with state law; and

WHEREAS, this agreement will be paid using budgeted funds.

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

Section 1: That the Mayor and Clerk are hereby authorized to enter into a professional services agreement with Clinard Construction Management for services related to the construction management of the columbarium and committal shelter at the City of Bentonville Cemetery, in an amount not to exceed seventy thousand dollars (\$70,000.00);

Section 2: This agreement will be paid using budgeted funds;

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

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

PASSED and APPROVED this ____ day of _____, 2023.

APPROVED:

Stephanie Orman, MAYOR

ATTEST:

Kirby Romines, CITY CLERK



Agenda Item Form

Date of City Council Meeting	4/11/2023
Department	Police Department
Submitted by	Chief Ray Shastid
Phone	(479) 271-3170

Item Type: (Check Applicable Item Type)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☒ Resolution	☒ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Resolution to award bid IFB-23-27 to Superior Automotive Group of Siloam Springs, AR for the purchase of (3) 2023 Chevrolet Traverse (AWD LS), in the amount \$96,363.00. This is a budgeted item. This was the sole bid. No Budget Adjustment is needed.					

Estimated Cost	\$96,363.00
Is this Item Budgeted?	☒ Yes ☐ No
If no, please explain how item will be funded (briefly explain in space below) :	



**CITY OF BENTONVILLE, ARKANSAS PURCHASING DEPARTMENT****FORMAL SEALED BID TABULATION**

Date of Bid Opening:	3/28/23	Time of Bid Opening:	1:00 PM	Solicitation ID Number:	IFB-23-27
----------------------	---------	----------------------	---------	-------------------------	-----------

Solicitation Title: Three (3) 2023 Chevrolet Traverse AWD LS, As Specified, Or Equivalent Units

Bidder:				Superior Auto Group
Line Item	Quantity	Unit of Measure	Description	Per Unit Price
1	1	EA	2023 Chevrolet Traverse AWD LS, Northsky Blue or solid color that dealer has available for immediate delivery	\$32,121.00
2	1	EA	2023 Chevrolet Traverse AWD LS, Mosaic Black or solid color that dealer has available for immediate delivery	\$32,121.00
3	1	EA	2023 Chevrolet Traverse AWD LS, Silver Ice or solid color that dealer has available for immediate delivery	\$32,121.00
Total Bid Price				\$96,363.00

purchasing@bentonvillear.com - (479) 271-3115

RESOLUTION NO. _____

A RESOLUTION AWARDDING BID IFB 23-27 TO SUPERIOR AUTO GROUP FOR THE PURCHASE OF THREE (3) 2023 CHEVROLET TRAVERSES IN THE AMOUNT OF NINETY-SIX THOUSAND THREE HUNDRED SIXTY-THREE DOLLARS (\$96,363.00); AND FOR OTHER PURPOSES.

WHEREAS, Superior Auto Group is the lowest qualified bidder for bid IFB-23-27;

WHEREAS, this contract covers the purchase of three (3) 2023 Chevrolet Traverses for the City of Bentonville Police Department; and

WHEREAS, this will be paid with budgeted funds in the amount of ninety-six thousand three hundred sixty-three dollars (\$96,363.00).

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

Section 1: The Mayor and City Clerk are authorized to enter into a contract with Superior Auto Group for the purchase of three (3) 2023 Chevrolet Traverses for the City of Bentonville Police Department;

Section 2: The estimated contract cost is ninety-six thousand three hundred sixty-three dollars (\$96,363.00);

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	4/11/2023
Department	Police Department
Submitted by	Ray Shastid- Chief of Police
Phone	(479) 271-3170

Item Type: (Check Applicable Item Type)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☒ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Resolution recognizing a Coronavirus Emergency Supplemental Funding (CESF/COVID-19) DOJ grant reimbursement in the amount of \$37,951.83. This grant was approved in 2022 to purchase specific personal protection equipment as directed on the submission. No budget adjustment needed.					

Estimated Cost	\$37,951.83
Is this Item Budgeted?	☐ Yes ☒ No
If no, please explain how item will be funded (briefly explain in space below) :	
Grant award reimbursement from 2022.	



Intergovernmental Services

NOV 01 2022

ARKANSAS DEPARTMENT OF
FINANCE AND ADMINISTRATION

RECEIVED

OFFICE OF INTERGOVERNMENTAL SERVICES

1515 West Seventh Street, Suite 404

P.O. Box 8031

Little Rock, Arkansas 72203-8031

Phone: (501) 682-1074

Fax: (501) 682-5206

<https://www.dfa.arkansas.gov/>☐ JAG ☐ RSAT☐ DCF ☒ CESFCATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number)
16.034 – Coronavirus Emergency Supplemental Funding Program
(CESF)

FEDERAL AWARD NUMBER: 2020-VD-BX-0282

FEDERAL AWARD DATE: 4/30 /2020

1. SUBGRANTEE NAME AND ADDRESS (Including Zip Code)

Stephanie Orman, Mayor
Bentonville Police Department
908 SE 14th Street
Bentonville AR, 72712

6. SUBGRANT NUMBER: 229792-20ZC

7. START DATE: November 15, 2022
END DATE: January 30, 2023

8. AWARD DATE: November 4, 2022

9. ACTION: ☒ Initial
☐ Modification

3. MODIFICATION EFFECTIVE DATE:

4. MODIFICATION AMOUNT \$
FEDERAL AMOUNT: \$
STATE AMOUNT: \$
LOCAL MATCH: \$

10. AWARD AMOUNT: \$39,777.00

FEDERAL AMOUNT: \$39,777.00
STATE AMOUNT: \$ N/A
LOCAL MATCH: \$ N/A
No Indirect Rate Cost

5. PROJECT DESCRIPTION

Funds awarded under the CESF Program will be utilized to prevent, prepare for, and respond to the coronavirus. This subaward is not an R&D.

11. SPECIAL CONDITIONS (Check if applicable)

☒ THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS SET FORTH IN IT'S APPLICATION AND ALL CERTIFICATIONS, ASSURANCES AND SPECIAL CONDITIONS PREVIOUSLY AGREED TO.**This project is supported under Statutory Authority:** The CESF Program is authorized by Division B of H.R. 748, Pub. L. No. 116-136 (Emergency Appropriations for Coronavirus Health Response and Agency Operations); 28 U.S.C. 530C.

AGENCY APPROVAL

SUBGRANTEE APPROVAL

12. TYPED NAME AND TITLE OF APPROVING IGS OFFICIAL

Doris Smith, DFA-IGS Administrator

15. TYPED NAME AND TITLE OF AUTHORIZED SUBGRANTEE OFFICIAL

Stephanie Orman, Mayor
Bentonville Police Department

13. SIGNATURE



DEPARTMENT OF FINANCE AND ADMINISTRATION
OFFICE OF INTERGOVERNMENTAL SERVICES

PAGE 1 OF 2

INVENTORY REPORT

AGENCY NAME: City of Bentonville Arkansas-Police Department	SUBGRANT NO: 229792-20ZC	PROJECT PERIOD: November 15, 2022 - January 30, 2023
AUTHORIZED OFFICIAL: Stephanie Orman-Mayor	FUNDING TYPE: DOJ/BJA	

LIST ALL EQUIPMENT AND/OR PROPERTY PURCHASED (in whole or in part) WITH FEDERAL/STATE FUNDS

List in order of purchase, most recent purchases appearing first.

Date of Purchase	Item	Purchase Price	Percent Paid with Awarded Funds	Location of Item
12/16/22	Six (6) AVON ST50 SCBA	\$18,796.80	100%	Bentonville Police Department
12/15/22	104 Care Under Fire Medical Kits	\$8,244.27	100%	Bentonville Police Department
12/15/22	100 Quick Clot Combat Gauze	\$4,688.76	100%	Bentonville Police Department
12/15/22	280 Boxes-Black Nitrile Gloves	\$4,472.00	100%	Bentonville Police Department
12/15/22	100 Hyfin Vent Chest Seals	\$1,422.59	100%	Bentonville Police Department
12/15/22	100 Safety Glasses	\$327.41	100%	Bentonville Police Department

DEPARTMENT OF FINANCE AND ADMINISTRATION
OFFICE OF INTERGOVERNMENTAL SERVICES

PAGE 2 OF 2



INVENTORY REPORT

[REDACTED SIGNATURE]
AUTHORIZED OFFICIAL SIGNATURE

3-16-2023
DATE

: INVENTORY REPORT



DEPARTMENT OF FINANCE AND ADMINISTRATION
OFFICE OF INTERGOVERNMENTAL SERVICES

PAGE 1 OF 1

YEAR END REPORT-NARRATIVE

AGENCY NAME: City of Bentonville Arkansas-Police Department	FUNDING TYPE: DOJ/BJA	FUNDED AMOUNT: 39,776.84
ADDRESS: 908 SE 14th Street	SUBGRANT NO: 229792-202C	YTD DRAWN 37,951.83
CITY/ST/ZIP: Bentonville, AR 72712	AUTHORIZED OFFICIAL/ TITLE: Stephanie Orman-Mayor	REMAINING JAG BALANCE TO DRAW 1,825.17
TELEPHONE NO: 479-271-5966	ACTING AUTHORIZED OFFICIAL: 0	PROJECT PERIOD November 15, 2022 - January 30, 2023
	VENDOR NO: 800000120	

BUDGET CATEGORIES	COVID AWARDED AMOUNT	COVID AMOUNT (YTD) RECEIVED	LINE ITEM (COVID FUND) BALANCE					
Personal Protection Equipment-Supplies:	39,777.00	37,951.83	1,825.17					
Avon protection ST50	-	-	-					
Microflex Nitrile exam gloves S-XL	-	-	-					
Care under fire Medical Kit	-	-	-					
Quik Clot Combat Gauze K-fold	-	-	-					
Hyfin Vent Chest Seal Twin Pack	-	-	-					
NSI N Spec Riptide Clear Lens Safety Glasses	-	-	-					
TOTAL	\$ 39,777.00	\$ 37,951.83	\$ 1,825.17					

UTILIZATION RATE(S)
STATE AWARD
LOCAL MATCH

SIGNATURE OF AUTHORIZED OFFICIAL: <i>Stephanie Orman-Mayor</i>	DATE: <i>3-16-2023</i>
--	------------------------

FOR AGENCY (SUBGRANTEE) YEAR END NARRATIVE:

All items are being stored and maintained at the Bentonville Police Department.

EXPENDED TOTALS	
Category	COVID
SALARIES	-
MANDATED BENEFITS	-
EMPLOYER BENEFITS	-
MAINTENANCE AND OPERATIONS	37,951.83
PROFESSIONAL SERVICES	-
TRAVEL/ TRAINING	-
EQUIPMENT	-
OTHER	-
	\$ 37,951.83

REMAINING TOTALS	
Category	COVID
SALARIES	-
MANDATED BENEFITS	-
EMPLOYER BENEFITS	-
MAINTENANCE AND OPERATIONS	1,825.17
PROFESSIONAL SERVICES	-
TRAVEL/ TRAINING	-
EQUIPMENT	-
OTHER	-
	\$ 1,825.17



APPROVED BUDGETS

AGENCY NAME:	SUBGRANT NO:	PROJECT PERIOD:	
City of Bentonville Arkansas-Police Department	229792-20ZC	November 15, 2022- January 30,2023	
	ORIGINAL_BUDGET		REVISION_1
BUDGETED LINE ITEM	ORIGINAL BUDGET AMOUNT (F)	BUDGETED LINE ITEM	REVISION 1 BUDGET AMOUNT (F)
SALARIES		SALARIES	
EMPLOYER BENEFITS		EMPLOYER BENEFITS	
MAINTENANCE AND OPERATIONS		MAINTENANCE AND OPERATIONS	
Personal Protection Equipment-Supplies:	\$ 39,777.00	Personal Protection Equipment-Supplies:	
Avon protection ST50		Avon protection ST50	
Microflex Nitrile exam gloves S-XL		Microflex Nitrile exam gloves S-XL	
Care under fire Medical Kit		Care under fire Medical Kit	
Quik Clot Combat Guaze K-fold		Quik Clot Combat Guaze K-fold	
Hyfin Vent Chest Seal Twin Pack		Hyfin Vent Chest Seal Twin Pack	
NSI N Spec Riptide Clear Lens Safety Glasses		NSI N Spec Riptide Clear Lens Safety Glasses	
PROFESSIONAL SERVICES		PROFESSIONAL SERVICES	
TRAVEL/ TRAINING		TRAVEL/ TRAINING	
EQUIPMENT		EQUIPMENT	
OTHER		OTHER	
TOTAL	\$ 39,777.00	TOTAL	\$ -

Category	FEDERAL	Category	FEDERAL
SALARIES	-	SALARIES	-
MANDATED BENEFITS	-	MANDATED BENEFITS	-
EMPLOYER BENEFITS	-	EMPLOYER BENEFITS	-
MAINTENANCE AND OPERATIONS	39,777.00	MAINTENANCE AND OPERATIONS	-
PROFESSIONAL SERVICES	-	PROFESSIONAL SERVICES	-
TRAVEL/ TRAINING	-	TRAVEL/ TRAINING	-
EQUIPMENT	-	EQUIPMENT	-
OTHER	-	OTHER	-
Total	\$ 39,777.00	Total	\$ -

SIGNATURE OF AUTHORIZED OFFICIAL / DATE

SIGNATURE OF FISCAL OFFICER / DATE

Category	FEDERAL	TOTALS
SALARIES	-	\$ -
MANDATED BENEFITS	-	\$ -
EMPLOYER BENEFITS	-	\$ -
MAINTENANCE AND OPERATIONS	(39,777.00)	\$ (39,777.00)
PROFESSIONAL SERVICES	-	\$ -
TRAVEL/ TRAINING	-	\$ -
EQUIPMENT	-	\$ -
OTHER	-	\$ -
	\$ (39,777.00)	\$ (39,777.00)

RESOLUTION NO. _____

A RESOLUTION RECOGNIZING THE CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDING GRANT REIMBURSEMENT IN THE AMOUNT OF THIRTY-SEVEN THOUSAND NINE HUNDRED FIFTY-ONE DOLLARS AND EIGHTY-THREE CENTS (\$37,951.83); AND FOR OTHER PURPOSES.

WHEREAS, the City of Bentonville received a grant from the Department of Justice, Coronavirus Emergency Supplemental Funding for thirty-seven thousand nine hundred fifty-one dollars and eighty-three cents (\$37,951.83);

WHEREAS, this grant was approved in 2022 to purchase specific personal protection equipment; and

WHEREAS, all items have been purchased in 2022 using budgeted funds.

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

Section 1: The Mayor and City Clerk are hereby authorized to enter into a resolution recognizing the reimbursement related to the Coronavirus Emergency Supplemental Funding in the amount of thirty-seven thousand nine hundred fifty-one dollars and eighty-three cents (\$37,951.83.00), for the purchase of personal protection equipment in 2022;

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:

MAYOR

ATTEST:

CITY CLERK



Agenda Item Form

Date of City Council Meeting	4/11/2023
Department	Animal Services Department
Submitted by	Ali O'Neill
Phone	(479) 254-2055

Item Type: (Check Applicable Item Type)					
☒ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☒ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Resolution approving a budget adjustment to accept a transfer of donations from the Bentonville Animal Service PayPal account, in the amount of \$561.93 for the new Bentonville Animal Services & Adoption Center. A budget adjustment is needed to recognize the donated 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	4/11/2023
Department	Bentonville Animal Services
Submitted by	Ali O'Neill
Phone	(479) 254-2055

Purpose of Budget Adjustment (Enter purpose in space below):	
Budget adjustment accepting a transfer of donations from the Bentonville Animal Service PayPal account, in the amount of \$561.93 for the new Bentonville Animal Services & Adoption Center. These donations will go towards our medical account, which will help pay for treatments and spay/neuter surgeries for the animals in our care.	

General Ledger Account Information*				
Org (Department)	Object	Account Description	Revenue + (-)	Expense + (-)
105060	37010	Miscellaneous Donation	\$ 561.93	
105060	43710	Contracts		\$ 561.93
		Totals	\$ 561.93	\$ 561.93
		Net Impact on Fund Balance	\$ -	
*Final Account Number will be determined by Accounting Department after approval and purchase				



Memo



To: City Council, Mayor Orman

From: Ali O'Neill, Animal Services Manager
Ray Shastid, Chief of Police

Date: April 11, 2023

Re: Resolution authorizing the Mayor to accept a transfer of donations from the Bentonville Animal Services PayPal account, in the amount of \$561.93, designated for the Bentonville Animal Services & Adoption Center.

In February 2023, the City took possession of the new Bentonville Animal Services & Adoption Center. At this time, we moved in and began taking animals after the contract with the City of Centerton Animal Shelter ended on February 28, 2023. A grand opening and ribbon-cutting ceremony was held on April 8, 2023.

A PayPal account has been set up so that community members can easily donate monetary funds to the shelter. This resolution is approving the donation transfer of \$561.93 and will be used to help with medical bills for treatments and spay/neuter surgeries.

If you have any questions regarding this item, please let me know. Please call 479-254-2055 or email ali.oneill@bentonville.arkansas.gov.

RESOLUTION NO. _____

A RESOLUTION ADJUSTING THE 2023 BUDGET TO RECOGNIZE DONATIONS FROM THE BENTONVILLE ANIMAL SERVICE PAYPAL ACCOUNT, IN THE AMOUNT OF FIVE HUNDRED SIXTY-ONE DOLLARS AND NINETY-THREE CENTS (\$561.93) TO ACCOUNT #105060-37010 – MISCELLANEOUS DONATION; APPROPRIATING THE SAME TO ACCOUNT #105060-43710 – CONTRACTS; AND FOR OTHER PURPOSES.

WHEREAS, throughout the year, people make donations into the Bentonville Animal Services Paypal Account;

WHEREAS, these accumulated donations will be brought in front of City Council quarterly to recognize the funds into an appropriate expense account; and

WHEREAS, the City of Bentonville Animal Services Department received five hundred sixty-one dollars and ninety-three cents (\$561.93) in donations to help pay for veterinary services.

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

Section 1: The City of Bentonville Animal Services Department's Paypal account contains five hundred sixty-one dollars and ninety-three cents (\$561.93) in donations;

Section 2: The 2023 Budget is adjusted to recognize five hundred sixty-one dollars and ninety-three cents (\$561.93) into Account #105060-37010 – Miscellaneous Donation and appropriate the same to Account #105060-43710 – Contracts;

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	4/11/2023
Department	Parks and Recreation
Submitted by	Hunter Garrison, Bike and Pedestrian Planner
Phone	479.271.6813

Item Type: (Check Applicable Item Type)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☒ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Resolution requesting City Council approval to utilize Federal Aid Transportation Alternatives Program Funds (TAP) for the construction of the Southwest Bentonville Trail, from Morningstar Road to Vendor Boulevard. TAP funding is available via an 80/20 match program with the City providing a minimum of 20% of the required funding for the project. A budget adjustment is not needed at this time.					

Estimated Cost	\$35,000
Is this Item Budgeted?	☒ Yes ☐ No
If no, please explain how item will be funded (briefly explain in space below) :	



Memo



To: City Council, Mayor Orman
Thru: David Wright, Parks and Recreation Director
From: Hunter Garrison, Bike and Pedestrian Planner
Date: March 30, 2023
Re: City Council approval of a resolution authorizing the City to utilize Federal Aid Transportation Alternatives Program Funds for the construction of the Southwest Bentonville Trail, from Morningstar Road to Vendor Boulevard.

Parks and Recreation Staff request Council's approval to utilize Federal Aid Transportation Alternatives Program Funds (TAP) for the construction of the Southwest Bentonville Trail, from Morningstar Road to Vendor Boulevard. TAP funding is available via an 80/20 match program with the City providing a minimum of 20% of the required funding for the project.

The Southwest Bentonville Trail, from Morningstar Road to Vendor Boulevard is the second phase of the Southwest Bentonville Trail, which is a key portion of the Bentonville loop greenway network and a part of the City's Connecting Bentonville Bike and Pedestrian Master Plan. When completed the Southwest Bentonville trail will connect thousands of Bentonville rooftops to downtown Bentonville along with other employment centers and destinations.

If you have any questions regarding this item, please email me at HGarrison@bentonvillear.com.

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO UTILIZE
FEDERAL AID TRANSPORTATION ALTERNATIVES PROGRAM FUNDS; AND
FOR OTHER PURPOSES.**

WHEREAS, Federal Aid Transportation Alternatives Program Funds (TAP) will be utilized for the construction of the Southwest Bentonville Trail, from Morningstar Road to Vendor Boulevard;

WHEREAS, TAP funding is available via an 80/20 match provision; and

WHEREAS, the completion of this trail section is a key portion of the Bentonville loop greenway network.

**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 utilize TAP funds for the construction of the Southwest Bentonville Trail, from Morningstar Road to Vendor Boulevard;

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

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

PASSED this _____ day of _____, 2023.

APPROVED:

ATTEST:

STEPHANIE ORMAN, MAYOR

KIRBY ROMINES, CITY CLERK



Agenda Item Form

Date of City Council Meeting	4/11/2023
Department	Parks and Recreation
Submitted by	David Wright, Parks and Recreation Director
Phone	479.271.6813

Item Type: (Check Applicable Item Type)					
☒ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☒ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Resolution requesting City Council approval of a grant award and budget adjustment in the amount not to exceed \$13,200.00 to allow six (6) city staff members to participate in an International Study Tour by People for Bikes. A budget adjustment is needed to recognize grant funds.					

Estimated Cost	\$13,200
Is this Item Budgeted?	☐ Yes ☒ No
If no, please explain how item will be funded (briefly explain in space below) :	
Grant award from People for Bikes	





Budget Adjustment Request

Date of City Council Meeting	4/11/2023
Department	Parks and Recreation
Submitted by	David Wright, Parks and Recreation Director
Phone	479-644-3358

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

This budget adjustment is to recognize revenue and allocate expense for City Staff to participate in a Study Tour with PeopleForBikes.

General Ledger Account Information*				
Org (Department)	Object	Account Description	Revenue + (-)	Expense + (-)
101010	33810	Local Grants	\$ 2,200.00	
102010	33810	Local Grants	\$ 2,200.00	
102020	33810	Local Grants	\$ 2,200.00	
101610	33810	Local Grants	\$ 2,200.00	
105030	33810	Local Grants	\$ 2,200.00	
203810	33810	Local Grants	\$ 2,200.00	
101010	45810	Travel and Training		\$ 2,200.00
102010	45810	Travel and Training		\$ 2,200.00
102020	45810	Travel and Training		\$ 2,200.00
101610	45810	Travel and Training		\$ 2,200.00
105030	45810	Travel and Training		\$ 2,200.00
203810	45810	Travel and Training		\$ 2,200.00
Totals			\$ 13,200.00	\$ 13,200.00
Net Impact on Fund Balance			\$	-
*Final Account Number will be determined by Accounting Department after approval and purchase				



Memo



To: City Council, Mayor Orman
From: David Wright, Parks and Recreation Director
Date: March 30, 2023
Re: City Council approval of a budget adjustment, in an amount not to exceed \$13,200, allowing the City to accept a grant from People for Bikes to and allowing six (6) Staff Members to attend an International Infrastructure Study Tour.

City Staff requests Council's approval of a budget adjustment, in an amount not to exceed \$13,200, to recognize revenue granted from People for Bikes and allocate funds for six (6) staff members to attend PFB's International Study Tour. This tour, designed for representatives from Arkansas Department of Transportation, State of Arkansas Governor's Office, Walmart, Trailblazers and the City of Bentonville, allows team members to learn about approaches to different types of planning and infrastructure requirements that promote different types of mobility.

This budget adjustment recognizes funds provided by People For Bikes, allowing for six representatives from Bentonville to travel to Delft, Netherlands. This includes air travel to / from, airport parking, and meals. Upon arrival in Delft, meals and housing are provided. City Staff will consist of representatives from Mayor's Office / Administration, Transportation, Police, Fire, Planning and Parks.

During the week of May 29 – June 2, staff members will join others from the ARDoT, Governor's Office and Walmart in traveling to different cities in the Netherlands to learn about their approach to mobility and transportation. The group will travel by train and bicycle to and around multiple cities, meeting with government officials, consulting groups learn about best practices and experience the infrastructure firsthand.

City Staff is excited about this possibility not only to learn from others who are successful in mobility planning and infrastructure, but the ability to do it with officials from the State should be beneficial. Many, if not most, of our cycling project includes involvement from ARDoT. And at times, we have different philosophies about the safest manner to design this type of infrastructure. The ability to learn with the State as partners, should prove to be very beneficial as we continue to plan and build our community.

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



peopleforbikes

P.O. BOX 2359 BOULDER, CO 80306

PeopleForBikes.org

Mayor Stephanie Orman
City of Bentonville
305 SW A Street
Bentonville, AR 72712

Re: 2023 PeopleForBikes NW Arkansas Study Tour

Dear Mayor Orman,

PeopleForBikes Foundation is pleased to welcome City of Bentonville officials and staff to join our upcoming study tour to the Netherlands May 29 to June 3, 2023, where Northwest Arkansas stakeholders will learn about the journey Dutch cities have undertaken in promoting mobility options, like bicycling.

Set against the backdrop of leading cycling cities, this trip will help community partners align on the goal of Bentonville becoming the safest city in the Heartland for active transportation and frame a conversation on the required strategies needed to rapidly transform the community's streets and complete 30 miles of new bicycle infrastructure by 2025.

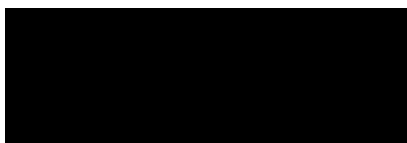
The study tour activities, which are provided at no cost to participants, will occur May 29 – June 2, 2023, bookended by travel to and from our host city of Delft. Delegates should plan to arrive in the Netherlands by the morning of May 29 to travel by train to Delft, and to depart on June 3 to return to the U.S.

PeopleForBikes understands that city resources for 2023 may already be allocated, and we would like to extend an offer to reimburse airfare, local parking, and travel day meals for six participants.

PeopleForBikes can provide up to \$2,200 per participant, with a total grant not to exceed \$13,200.

We hope this offer will help defray any unexpected costs the city might incur to take part in this opportunity and are happy to discuss this at your convenience and provide any documentation needed for approval.

Best regards,



Jenn Dice
President and CEO, PeopleForBikes

Mayor Stephanie Orman
City of Bentonville

Cc: David Wright

PeopleForBikes
P.O. Box 2359 Boulder, CO 80306
PeopleForBikes.org

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ACCEPT A GRANT FROM PEOPLE FOR BIKES, IN AN AMOUNT NOT TO EXCEED THIRTEEN THOUSAND TWO HUNDRED DOLLARS (\$13,200.00); ADJUSTING THE 2023 BUDGET TO RECOGNIZE AND APPROPRIATE SAID AMOUNT TO VARIOUS DEPARTMENTAL ACCOUNTS; AND FOR OTHER PURPOSES.

WHEREAS, People for Bike's grant funds travel costs for six (6) City employees to attend People For Bike's International Study Tour;

WHEREAS, City staff will consist of representatives from the Mayor's Office/Administration, Transportation, Police, Fire, Planning, and Parks Departments; 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 People for Bikes, in an amount no to exceed thirteen thousand two hundred dollars (\$13,200) to fund travel expenses for City staff participating in the People for Bike's International Study Tour;

Section 2: The 2023 Budget is adjusted as follows:

General Ledger Account Information*				
Org (Department)	Object	Account Description	Revenue + (-)	Expense + (-)
101010	33810	Local Grants	\$ 2,200.00	
102010	33810	Local Grants	\$ 2,200.00	
102020	33810	Local Grants	\$ 2,200.00	
101610	33810	Local Grants	\$ 2,200.00	
105030	33810	Local Grants	\$ 2,200.00	
203810	33810	Local Grants	\$ 2,200.00	
101010	45810	Travel and Training		\$ 2,200.00
102010	45810	Travel and Training		\$ 2,200.00
102020	45810	Travel and Training		\$ 2,200.00
101610	45810	Travel and Training		\$ 2,200.00
105030	45810	Travel and Training		\$ 2,200.00
203810	45810	Travel and Training		\$ 2,200.00
		Totals	\$ 13,200.00	\$ 13,200.00
		Net Impact on Fund Balance	\$	-

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	4/11/2023
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 April 25, 2023 for an Alley Right of Way Vacation requested for Block 28, Lot 15 of Demings 2nd Addition (VAC23-0006).					

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



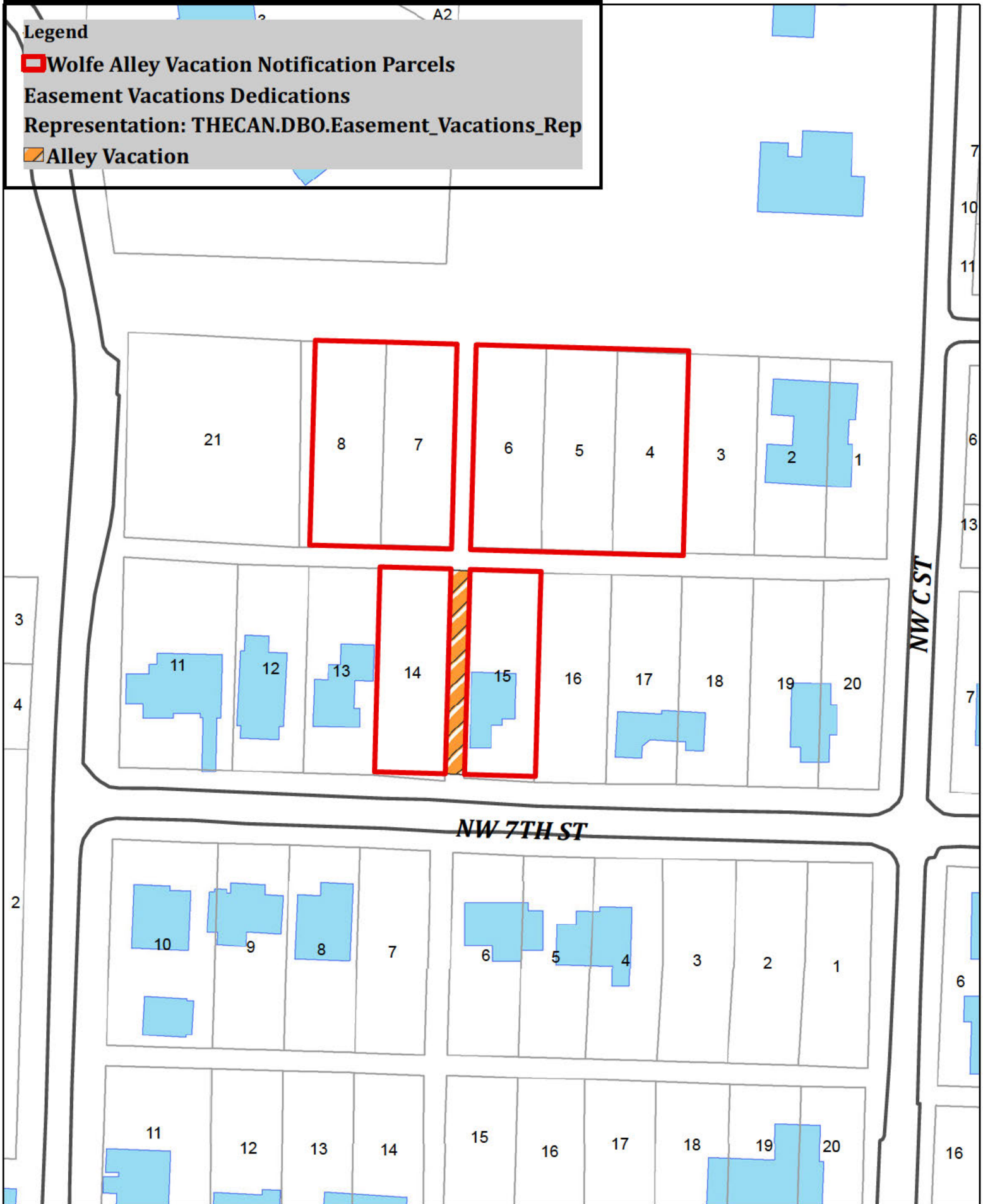
Legend

 **Wolfe Alley Vacation Notification Parcels**

Easement Vacations Dedications

Representation: THECAN.DBO.Easement_Vacations_Rep

 **Alley Vacation**



Proposed Alley Vacation

1 inch = 86 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 Engineering requesting Alley Right-of-Way Vacation (VAC23-0006) within the City of Bentonville, Arkansas be vacated, which said alley right of way is described as follows:

ALLEY VACATION DESCRIPTION

The alley between Lots 14 and 15 of Block 28 of Deming's Second Addition as Recorded in Plat "B" at page 24, Benton County Arkansas, more particularly described as, Beginning at the Southeast Corner of Lot 14, Block 28, of said Deming's Second Addition, point being on the North Right-of-Way of NW 7th/ St.; Thence leaving said North Right-of-Way, N02°59'11"E a distance of 145.00 feet to the Northeast of said Lot 14; Thence S87°00'49"E a distance of 13.50 feet to the Northwest corner of Lot 15, said Block 28; Thence S02°59'11"W a distance of 145.00 feet to the Southwest corner of said Lot 15, Block 28 being on the North Right-of-Way of NW 7th/ St.; Thence along said Right-of-Way, N87°00'49"W a distance of 13.50 feet to the Point of Beginning. Containing 1,957 sqft or 0.04 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 April 25, 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	4/11/2023
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 April 25, 2023 for a Street Right of Way Vacation for Block F, Lot 9 of Orchard Addition (VAC23-0007).					

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





VAC23-0007

William & Rebecca White-ROW Vacation
604 SE D Street
265

1 inch = 83 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 Engineering requesting a Street Right of Way vacation (VAC23-0007) within the City of Bentonville, Arkansas be vacated, which said easement is described as follows:

Being a Part of Lot 1, Block F Orchard Addition, Per Plat Record A, at Page 89 and in Plat Record B at Page 27. Same Being Part of the SW 1/4, NW1/4, Section 32, T-20-N, R-30-W, Fifth Principal Meridian, in the City of Bentonville, County of Benton, State of Arkansas, Being more particularly described by Metes and Bounds as follows:

Beginning at a Found 5/8" Rebar w/Cap (AR1002) at the Northwest Corner of Lot 9; Thence N02°34'50"E distance of 10.13 feet; Thence N82°05'14"E distance of 8.67 feet; Thence S87°26'53"E distance of 133.59 feet; Thence S56°19'02"E distance of 7.10 feet; Thence S02°22'35"W distance of 87.17 feet; Thence N87°30'42"W distance of 7.51 feet to a Found 5/8" Rebar w/Cap (AR1002) at the Southeast Corner of Lot 9; Thence along the East line of said Lot 9 N02°34'49"E distance of 79.08 to a Found 5/8" Rebar w/Cap (AR1002) at the Northeast Corner of said Lot 9; Thence leaving said East line and along the North Line of said Lot 9 N87°25'14"W distance of 141.00 feet to the Point of Beginning, Containing 2,304 Square Feet or 0.05 Acres, More or Less.

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

NOW, THEREFORE, BE IT RESOLVED, by the City of Bentonville, Arkansas, that the petition to close the above described easement is set for a hearing on April 25, 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	4/11/2023
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 approving a budget adjustment for costs incurred during the January and February 2023 snow events (please see attachments). A budget adjustment is needed.					

Estimated Cost	\$94,899.31
Is this Item Budgeted?	☐ Yes ☒ No
If no, please explain how item will be funded (briefly explain in space below):	
This is not a budgeted item so the Street Department is asking for Street reserve funds to be used to replace spent funds from certain maintenance line items for the 2023 budget due to the snow and ice accumulations during the months of January and Febuary of this year.	





Budget Adjustment Request

Date of City Council Meeting	4/11/2023
Department	Street
Submitted by	Tony Davis
Phone	(479) 271-3130

Purpose of Budget Adjustment <i>(Enter purpose in space below):</i>
Reimburse cost incurred during the snow events occurring January and February 2023.

General Ledger Account Information*				
Org (Department)	Object	Account Description	Revenue + (-)	Expense + (-)
203810	41310	Overtime Wages		\$ 15,295.21
203810	41510	FICA/Medicare		\$ 1,170.08
203810	41810	APERS		\$ 2,343.23
203810	42030	Fuel Supplies		\$ 17,454.44
203810	44420	Vehicle Repairs/Maintenance		\$ 2,206.00
203810	44440	Machine / Equipment Maintenance		\$ 5,085.44
203810	44450	Pub. Works by Project Maintenance		\$ 51,344.91
		Totals	\$ -	\$ 94,899.31
		Net Impact on Fund Balance	\$ (94,899.31)	
*Final Account Number will be determined by Accounting Department after approval and purchase				





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

Memorandum

DATE: April 11, 2023
TO: City Council, Mayor Orman
FROM: Tony Davis
RE: Budget Adjustment for Snow Events

The Street Department is requesting a budget adjustment in the amount of \$94,899.31 for costs associated with the snow events in January and February of this year. Please refer to the attached spreadsheet for a breakdown of cost.

This year due to the amount of snow and ice that was received, our budgeted line items will need to be adjusted to continue our level of maintenance service for the remaining year.

Snow events requiring a budget adjustment are rare. While this is the second consecutive year the Street Department is asking for one, the previous seven years a request has not been needed.

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

Cost for Snow Events 1/24/23 thru 2/3/23

203810-41310	Overtime Wages	15,295.21
203810-41510	FICA/Medicare	1,170.08
203810-41810	APERS	2,343.23

Machine/Eq. Maintenance

203810-44440	Grader Blades	415.49
203810-44440	Plow Blades/ Plow eq.	4,669.95

Vechile Repairs/Maintenance

203810-44420	Nutra wash	2,206.00
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Pub. Works by Project Maintenace

203810-44450	Salt	51,077.03
203810-44450	Hotel	267.88

Fuel Supplies

203810-44230	Fuel	17,454.44
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5,437.52 gallons @ \$3.21 gl

Total		94,899.31
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RESOLUTION NO. _____

A RESOLUTION ADJUSTING THE 2023 BUDGET IN THE AMOUNT OF NINETY-FOUR THOUSAND EIGHT HUNDRED NINETY-NINE DOLLARS AND THIRTY-ONE CENTS (\$94,899.31) FROM STREET FUND RESERVES TO VARIOUS STREET DEPARTMENT ACCOUNTS; AND FOR OTHER PURPOSES.

WHEREAS, additional funds are required to reimburse costs incurred during the snow events occurring in January and February of 2023; and

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

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

Section 1: The 2023 Budget is adjusted to appropriate funds from street department reserves as set forth below:

General Ledger Account Information*				
Org (Department)	Object	Account Description	Revenue + (-)	Expense + (-)
203810	41310	Overtime Wages		\$ 15,295.21
203810	41510	FICA/Medicare		\$ 1,170.08
203810	41810	APERS		\$ 2,343.23
203810	42030	Fuel Supplies		\$ 17,454.44
203810	44420	Vehicle Repairs/Maintenance		\$ 2,206.00
203810	44440	Machine / Equipment Maintenance		\$ 5,085.44
203810	44450	Pub. Works by Project Maintenance		\$ 51,344.91
		Totals	\$ -	\$ 94,899.31
		Net Impact on Fund Balance	\$	(94,899.31)

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	4/11/2023
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 allowing the Mayor and City Clerk to authorize Agreement Amendment No. 1 with CEI Engineering Associates, Inc. for design services for NW 9th & D St. The cost of this amendment will be \$162,550.00. This is being paid with the 2021 Drainage Bond. No budget adjustment is needed.					

Estimated Cost	\$162,550.00
Is this Item Budgeted?	☐ Yes ☒ No
If no, please explain how item will be funded (briefly explain in space below) :	
This project is part of the 2021 Drainage Bond program.	



Memorandum



To: Mayor and City Council

From: Dan Weese, Deputy Director of Transportation

Date: Tuesday, April 11, 2023

Re: Agreement Amendment No. 1 for NW 9th & D St (MUNIS# 21EN0009; PIIP22-0010)

Staff requests approval of a resolution allowing the Mayor and City Clerk to authorize Agreement Amendment No. 1 with CEI Engineering Associates, Inc. for NW 9th & D St (MUNIS# 21EN0009; PIIP22-0010).

This amendment will provide funding for additional design requirements which were unknown at the beginning of the project. This includes, but is not limited to, additional utility relocation design, detention pond adjustment design, extended design timeline, and phasing of the project.

This amendment will increase the agreement price by an amount of \$162,550.00 bringing the total agreement price to \$339,640.00.

Please contact me with any questions or concerns regarding this Agreement Amendment or the project as a whole. My email is dweese@bentonvillear.com and my telephone number is (479) 254-2024.

Change Order 1 To Project: NW 9th and D Street (MUNIS# 21EN0009)

1. Background Data:

- a. Effective Date of Project Contract: 6/28/2021
- b. Owner: City of Bentonville, Arkansas
- c. Engineer: CEI Engineering Associates, Inc.
- d. Specific Project: - **City of Bentonville – NW 9th and D Street (MUNIS# 21EN0009)**

2. Description of Modifications

- a. Engineer shall perform the following Additional Services:

- **Water and Sewer Design**

CEI designed the water and sewer relocations required for Phase 1 of the project which generally begins near the intersection of NW 2nd Street and NW D Street. The design included 189 feet of water and 229 feet of sewer which was not included in the original contract. Shall this linear footage increase as the project proceeds forward, additional funds will be required. Phase 2 of the project generally begins at the intersection of NW 2nd Street and NW D Street and ends near the intersection of SW 3rd Street and SW Glover Street. CEI began preliminary design on water and sewer for this section of the project and had utility coordination meetings to resolve multiple conflicts uncovered during design. This design of Phase 2 was not finalized and ultimately put on hold by the City. Per discussions with the City, Phase 2 is not currently scheduled for construction. Shall the construction of Phase 2 be pursued in the future, the funds required to complete the design of the water and sewer for Phase 2 will be requested at that time. Funds requested include ADH submittal fees.

Fees.....\$29,000

- **Detention Pond Adjustment Design**

CEI designed the adjustments necessary to the existing pond near the intersection of NW D. St and NW 5th St. and incorporated into design plans at the direction of the City.

Fees.....\$5,000

- **Structural Engineering Consultant**

CEI's structural engineering consultant provided a pond outlet structure design to accommodate the larger pipes leaving the detention pond. CEI also provided coordination and implementation of the design into the design plans.

Fees.....\$7,000

- **Potholing Waterline**

CEI incurred additional fees to hire a subconsultant to perform hydro evac services in 7 locations to obtain waterline elevation data needed for the design of waterline replacement for the entire project prior to being broken down into 2 Phases. Fees also included CEI's surveying team obtaining necessary elevation data on site, processing the data and sending to the design team. CEI's design team then incorporated the data into the design plans and made all necessary adjustments needed and performed necessary redesign in proposed water, sewer, and drainage to resolve conflicts. CEI's design and survey team incurred expenses related to coordination amongst all 3 design, survey, and subconsultants as well as processing billing and payments.

Fees.....\$14,000

- **Phasing of Project**

CEI was instructed to analyze options to phase the project into multiple sections to potentially improve bids received on the project. In addition to bidding improvements, breaking the project down into smaller pieces aided in avoiding the extreme utility conflicts that were occurring at the southern most portion of the project, now referred to as Phase 2. CEI analyzed places to break the project based upon reasonable construction and drainage design, developed cost estimates associated with each option, and presented the findings to the City for evaluation. CEI coordinated and met with the City to discuss the best solution and moved forward with breaking the project into two phases. CEI then moved forward with updating the plans to reflect only Phase 1 of the project being built at this time and updated the drainage report narrative to reflect the direction of the project and drainage design. Specifications for the project were completed prior to this decision and required extensive updates to reflect plan updates as well as implementing new specification documents received from the City.

Fees.....\$31,500

- **AT&T Duct Bank**

After sending out Submittal 3 plans for Phase 1 to the utility companies, CEI was notified by AT&T that a duct bank was present at the outfall of the pond where drainage was being proposed. Fees include investigation of the elevation of the duct bank. Once the elevation of the duct bank was confirmed, fees include CEI redesigning a portion of the storm system to avoid the conflict with the duct bank since relocation of the duct bank was not a viable option. Fees include CEI having coordination and meeting time with both the City as well as utility company. Due to this design change, the pond outfall elevation was lowered to accommodate the new drainage solution. CEI updated plans for Phase 1 to reflect regrading of the detention pond due to the lower outfall point. CEI also incurred additional expenses with further coordination with utility company to get approval on the design change to avoid conflict.

Fees.....\$18,000

- **Researching Lowering System**

After resolving the duct bank conflict and updating and submitting plans for Phase 1 accordingly, the City made an additional request for CEI to analyze entire drainage system (both Phase 1 and Phase 2) to see if there were any benefits to lowering the inverts on the drainage system since extra depth was obtained with a lower outfall at the detention pond. CEI met with City to present findings for review and approval. Ultimately it was decided to not lower the entire system, but various pipes were downsized and multiple adjustments were made in both Phase 1 and Phase 2 due to hydraulics updating from the new outfall elevation.

Fees.....\$3,700

- **Extended Design Project Timeline**

CEI incurred additional expenses to tend to project needs for the additional 1 year duration that was beyond the original contract duration. The project duration was extended due to the items listed prior to this and include: water and sewer design, potholing the waterline, phasing of the project, redesign for AT&T duct bank, and researching lowering the system. During this time, CEI continued to upload weekly status updates to Autodesk, continually checked Etrakit for project updates, continued billing and invoice processes.

Fees.....\$5,000

- **Bidding Process**

Due to the fast tracking of the project into the bidding process, CEI anticipates multiple additional conflicts that will need to be resolved through addendums and construction change orders not previously accounted for. CEI also anticipates substantial time in coordination with utilities and contractors to fast track the project into construction and develop solutions for construction without all proper approvals and ROW acquisitions completed. Shall the fees increase beyond this estimate to continue the project coordination, additional funds will be requested.

Fees.....\$20,000

- **Additional Survey Needs**

CEI performed additional topographic survey of the detention pond at NW 5th and NW D for proposed drainage design not included in the original FTN Associates LTD contract. CEI incurred expenses from field visits to gather surface data, time to process data, update surface, and drafting.

Fees.....\$2,600

Per City request, CEI expanded original drainage design scope at Jefferson and NW F Street that was not included in the original FTN Associates LTD contract. CEI incurred expenses from field visits to gather surface data, time to process data, update surface, and determine ROW and parcel boundaries.

Fees.....\$5,100

In the original FTN Associates LTD contract, parcel boundary was not included since the storm route had not been determined. Once the storm route was determined, additional boundary determination for parcels was completed. Also, during the ROW determination it was found that there was not previously dedicated ROW near NW F and Jackson Street which took additional research, coordination, and field work to document findings and present the issue to the City.

Fees.....\$9,800

• Property Line Adjustment

In order to obtain full ownership of the detention pond on the project, a property line adjustment will need to be performed to alter current gap in ownership, refer to exhibit A below. Property Line Adjustment will be submitted to the City of Bentonville for approval in accordance with Article 600 – Incidental Subdivisions of the City of Bentonville Subdivision Code. New lot line location will be provided by Client. Process will go through the informal platting process and no meetings will be required unless Right of Way is decided to be dedicated. Fees cover two submittals due to revisions addressing city comments. Additional submittals due to changes from the client and unexpected city comments are not included. All work will be supervised under a licensed Arkansas Surveyor. Submittal fees will be billed as a reimbursable expense. The property line adjustment will affect Parcel ID: 01-00485-000 and 01-18604-000. The purpose is for the City to purchase parcel 01-00485-000 and the gapped portion between parcel 01-00485-000 and 01-16407-000 for the city to own the detention pond in its entirety.

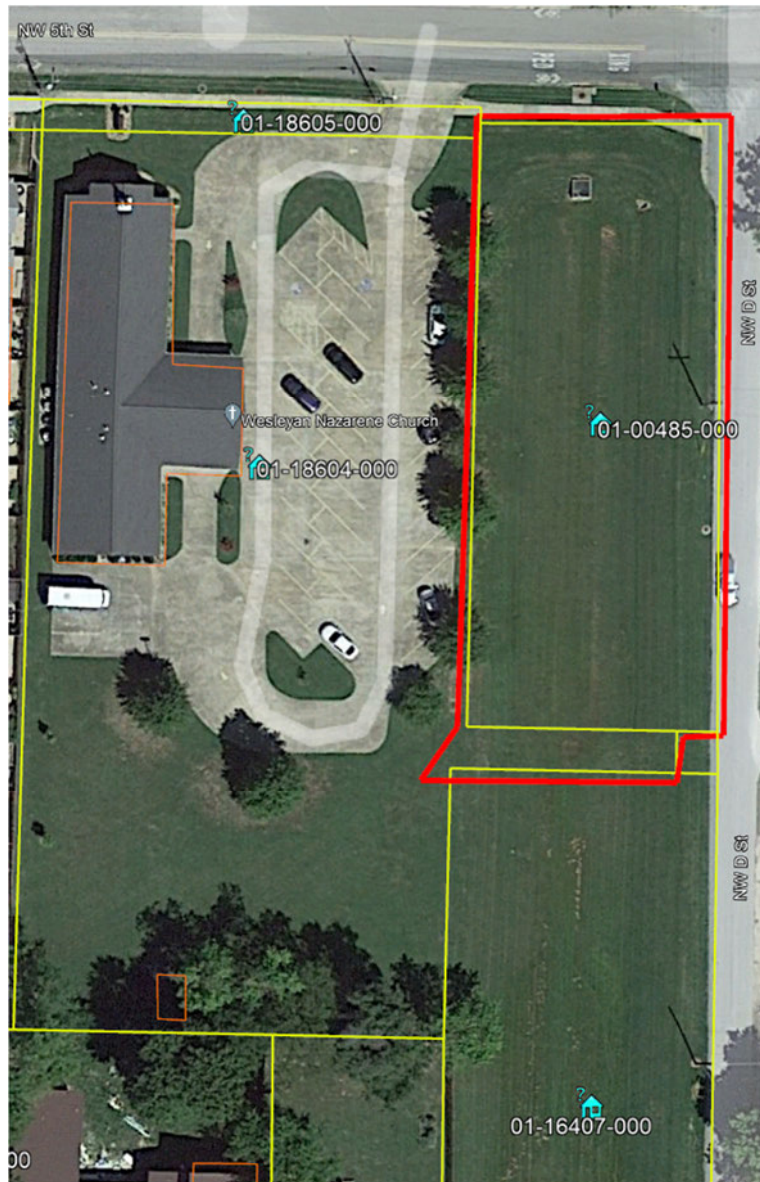
Fees.....\$ 6,750

• Easement Exhibit & Description

Contract for NW 9th and D Street (MUNIS# 21EN0009) dated June 28, 2021 was for 10 easements. To date (March 6, 2023.) CEI has submitted (13) Easements and is seeking extra work authorization for the (3) additional submitted easements and (3) new easements, so 6 easements in total. Typical fee for easement description and exhibit is \$850 per easement. CEI will not be responsible to draft the easement document for recording and will only provide an exhibit depicting the proposed easement and legal description describing the location of the easement. The (3) new easement parcels are 01-02227-000, 01-2226-000, and 01-03163-000.

Fees.....\$5,100

Exhibit A



- b. The Scope of Services currently authorized to be performed by Engineer in accordance with the Contract and previous amendments, if any, is modified as follows: [none]
- c. The responsibilities of Owner with respect to the Contract are modified as follows: [NONE]
- d. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation: [\$162,550.00]
- e. The schedule for rendering services under this Contract is modified as follows: [NONE]
- f. Other portions of the Contract (including previous amendments, if any) are modified as follows: [NONE]

3. Contract Summary (Reference only)

- a. Original Contract amount: \$[237,090.00]
- b. Net change for prior amendments: \$[0.00]
- c. This amendment amount: \$[162,550.00]
- d. Adjusted Contract amount: \$[339,640.00]

The foregoing Contract Summary is for reference only and does not alter the terms of the Contract.

Owner and Engineer hereby agree to modify the above-referenced Contract as set forth in this Amendment. All provisions of the Agreement and Contract not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is March 20th, 2023.

OWNER: CITY OF BENTONVILLE, ARKANSAS

ENGINEER: CEI Engineering Associates, Inc.

By: _____

By: _____

Title: _____

Title: VP of Operations

Date
Signed: _____

Date
Signed: _____

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO
ENTER INTO AN AMENDED AGREEMENT WITH CEI ENGINEERING
ASSOCIATES, INC., FOR PROFESSIONAL SERVICES ON THE NW 9TH & NW
D ST. PROJECT, IN THE AMOUNT OF ONE HUNDRED SIXTY-TWO
THOUSAND FIVE HUNDRED FIFTY DOLLARS (\$162,550.00); AND FOR
OTHER PURPOSES.**

WHEREAS, the City of Bentonville previously entered into an agreement with CEI Engineering Associates, Inc., for professional services related to the NW 9th & NW D St. project;

WHEREAS, the City is requesting this amendment for additional design requirements which were unknown at the beginning of the project;

WHEREAS, this amendment will include, but is not limited to, additional utility relocation design, detention pond adjustment design, extended design timeline, and phasing of the project; and

WHEREAS, this amendment will be paid using 2021 Drainage Bond monies.

NOW, THEREFORE, BE IT RESOLVED 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 amended agreement with CEI Engineering Associates, Inc. for professional services for the NW 9th & NW D St. (PIIP22-0010; MUNIS 21EN0009) project to increase the agreement price by an amount of one hundred sixty-two thousand five hundred fifty dollars (\$162,550.00);

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 _____, 2022.

APPROVED:

Stephanie Orman, MAYOR

ATTEST:

Kirby Romines, CITY CLERK



Agenda Item Form

Date of City Council Meeting	4/11/2023
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 allowing the Mayor and City Clerk to authorize the purchase of Lot 1, Block 2, Fairfield Addition in Bentonville, Benton County, Arkansas, as shown in Plat Book O at page 351. The cost to purchase this property is \$450,000.00. This is being paid with the 2021 Drainage Bond. No budget adjustment is needed.

Estimated Cost	\$450,000.00
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Is this Item Budgeted?	☐ Yes ☒ No
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If no, please explain how item will be funded (briefly explain in space below) :

This project is part of the 2021 Drainage Bond program.



www.bentonvillear.com
PLEASE RECYCLE



Memorandum



To: Mayor and City Council

From: Dan Weese, Deputy Director of Transportation

Date: Tuesday, April 11, 2023

Re: Property Purchase for SE 10th & C Street (MUNIS# 21EN0016; PIIP22-0016)

Staff requests approval of a resolution allowing the Mayor and City Clerk to authorize the purchase of Lot 1, Block 2, Fairfield Addition in Bentonville, Benton County, Arkansas, as shown in Plat Book O at page 351.

The cost to purchase this property is \$450,000.00 and is required as part of the proposed drainage improvements for the SE 10th & C Street (MUNIS# 21EN0016; PIIP22-0016) drainage project currently under design. This is being paid for with the 2021 Drainage Bond.

Please contact me with any questions or concerns regarding this property purchase the project as a whole. My email is dweese@bentonvillear.com and my telephone number is (479) 254-2024.

OFFER AND ACCEPTANCE

PARTIES: the City of Bentonville, Arkansas, as "Buyer", and Martha Bonilla, as "Seller", hereby agree that the Seller shall sell and Buyer shall buy the following property upon the following terms and conditions:

1. DESCRIPTION:

a) Legal description of real estate ("Property") located in Benton County, Arkansas:

Lot 1, Block 2, Fairfield Addition in Bentonville, Benton County, Arkansas, as shown in Plat Book O at page 351.

b) Street address, if any, of the Property being conveyed is:
911 and 913 C Street, Bentonville, AR

2. PURCHASE PRICE: \$ 450,000 cash on closing.

3. EARNEST MONEY: Buyer shall deposit with the title insurance company, as escrowee, within five (5) days after the last execution of this Contract, TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00), as earnest money, to be credited against the purchase price at closing. If Buyer defaults under this Contract and fails to cure the default within 10 days after receipt of written notice from Seller, then, upon demand of Seller, the earnest money shall be forfeited as liquidated damages, and not as a penalty; and this Contract shall become null and void. If this Contract is terminated for any reason other than Buyer's default, the earnest money shall be returned to Buyer.

4. SURVEY & TITLE COMMITMENT; PERMITTED EXCEPTIONS:

Buyer shall obtain, at Buyer's sole expense, a preliminary title insurance commitment for the Property showing fee simple title in Seller, issued by the Escrow Agent in its capacity as a licensed agent for a nationally recognized title insurer acceptable to Buyer (the "**Title Commitment**"). At Closing, such insurer, at Buyer's sole expense, shall issue to Buyer an owner's title insurance policy in the amount of the Purchase Price (the "**Title Policy**"). The Title Commitment and the Owner's Title Policy shall be subject only to liens, encumbrances, exceptions or qualifications set forth in this Contract or otherwise acceptable to Buyer, and in the case of the Title Commitment, those items which shall be discharged by Seller at or before closing. Buyer shall have twenty (20) days from the date of receiving Title Commitment to examine it. If title is found defective, if Buyer has objections to the Survey (as defined below) or the issuer of the Title Commitment has not provided satisfactory assurances that the Title Requirements will be met, Buyer shall notify Seller in writing, within twenty (20) days from the date of receiving the Title Commitment specifying the objection(s) to the Title Commitment or Survey. If the objection(s), in Buyer's opinion, renders title unmarketable, uninsurable, or the objections affect Buyer's intended use of the Property, development of the Project, ability to obtain construction and permanent financing for the Project or contain terms Buyer deems unreasonable, Seller will have thirty (30) days from receipt of such

notice within which to attempt to remove such objection(s) to the Title Commitment or Survey. Seller agrees that it shall use a diligent, good faith effort to correct any objection(s), provided, however, Seller shall not be required to spend an amount it deems unreasonable to correct any such objections. If Seller is unsuccessful in removing such objection(s) within said time, Buyer shall have the option of (i) extending such time period, (ii) accepting the title as it then is, or (iii) rescinding this Contract and thereupon Buyer and Seller shall be released, as to one another, of all further obligations and all damages arising under this Contract.

Seller will deliver to Buyer a copy of any survey of the Property in Seller's possession. Buyer shall have the right to obtain a new or recertified survey of the Property (the "**Survey**") at Buyer's cost. Subject to approval of the Survey by Buyer, the legal description of the Property contained in the Survey will be the description of the Property used in the Deed.

5. **BUYER'S REQUIREMENTS:** Buyer shall undertake to remove the conditions to closing contained in this Contract in a timely manner. Seller agrees to cooperate fully with Buyer with respect to Buyer's efforts to obtain all relevant information pertaining to the Property and the permitted uses of it. In the event such conditions cannot reasonably be removed Buyer may terminate this Contract. In the event Buyer does not notify Seller in the manner set forth in paragraph 10(a) of the failure of a condition or Buyer's decision to terminate within (10) days of the Council Approval Date (the "**Buyer's Inspection Period**" or the "**Inspection Period**"), all of Buyer's conditions shall be deemed satisfied

6. **SELLER DOCUMENTS:** Seller agrees to deliver to Buyer within ten (10) days of the Effective Date copies of the following: all title insurance policies and surveys; all plats, covenants, deeds, easements, development plans, construction plans, if any; s; and environmental reports relating to the Property (collectively, the "**Seller Documents**"). Buyer shall return all Seller Documents if the Closing does not occur and shall keep the Seller Documents confidential to the best of its ability.

7. **SELLER'S REPRESENTATION AND WARRANTIES:** Seller represents and warrants as to following matters:

- a) there is no action, suit, or proceeding pending, or to Seller's actual knowledge and belief, threatened or contemplated against or affecting, either directly or indirectly, the Property; and
- b) the Property is not located within any wetlands area as determined under the Clean Water Act and applicable FEMA maps and there is no application currently pending regarding the same.

8. **RISK OF LOSS:** All risk of loss to the Property shall remain with Seller prior to Closing. If any improvements on the Property are damaged prior to Closing and Seller is either unable or unwilling to restore the Property to the condition it was as of the Effective Date, at Buyer's sole option, Buyer may (i) elect to terminate this Contract or (ii) elect to take the Property as it then is, together with any insurance proceeds payable by virtue of such loss or damage. If

Buyer elects to terminate this Contract, Buyer and Seller shall be released, as to one another, of all obligations and liabilities under this Contract.

9. REPAIR AND MAINTENANCE: Between the Effective Date and the date of Closing, Seller shall maintain the Property in substantially the same condition the Property was in on the Effective Date. Further, Seller agrees not to enter into, extend, or renew beyond closing any agreement covering any portion of the Property (or real property contiguous to the Property) or which might change the status, condition, or commercial marketability of the Property without the prior written approval of Buyer.

10. PROVISIONS WITH RESPECT TO CLOSING:

- a) Closing Date. The consummation of the transaction contemplated by this Agreement ("Closing") shall take place at such place as designated by Seller on or before June 13, 2023, or at such earlier date as agreed mutually, unless extended by other provisions hereof.
- b) Seller's Obligation at Closing. At Closing, Seller shall furnish good and marketable title at closing and execute, acknowledge, and deliver to Buyer a Warranty Deed conveying the Property to Buyer subject to:
 - (i) taxes and assessments for year of closing and subsequent years;
 - (ii) restrictions, easements and zoning ordinances of record, if any;
 - (iii) public utility easements of record, if any.
- c) Buyer's Obligations at Closing. Subject to the terms, conditions and provisions hereof, and concurrently with the performance by Seller of its obligations set forth in Section IV b) above, Buyer shall deliver to Seller cashier's check or other immediate local funds in the amount set forth in Section II of this Agreement.
- d) Closing Costs.
- e) Buyer and Seller shall equally share all costs and expenses in connection with the Closing, including the following:
 - (i) Documentary stamps which are required to be affixed to the Warranty Deed;
 - (ii) The intangible tax required by law on the mortgage.
 - (iii) All recording costs, including recording of the deed, mortgage, and any documents required in connection with the title insurance commitment.
 - (iv) The premium payable for the title commitment and title policy issued pursuant thereto, if any.
 - (v) Survey work.
- f) Proration of Taxes. Taxes for the year of the Closing shall be prorated to the date of Closing. If the Closing shall occur before the tax rate is fixed for the then current year, the

apportionment of taxes shall be upon the basis of the tax rate of the preceding year applied to the latest assessed valuation.

11. OTHER CONTRACTUAL PROVISION:

a) Notices. Any notice to be given or to be served upon any party hereto, in connection with this Agreement, must be in writing, and may be given by certified mail and shall be deemed to have been given and received when a certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States Mail; and if given otherwise than by certified mail, it shall be deemed to have been given when delivered to and received by the party to whom it is addressed. Such notices shall be given to the parties hereto at the addresses stated above.

Any party hereto may, at any time by giving five (5) days' written notice to the other party hereto, designate any other address in substitution of the foregoing address to which such notice shall be given and other parties to whom copies of all notices hereunder shall be sent.

b) Assignability. The Buyer is prohibited from assigning all or any part of this Agreement.

c) Entire Agreement; Modification. This Agreement embodies and constitutes the entire understanding between the parties with respect to the transaction contemplated herein. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged, or terminated except by an instrument in writing signed by the party against which the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.

d) Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Arkansas.

e) Headings. Descriptive headings are for convenience and shall not control or affect the meaning or construction of any provision of this Agreement.

f) Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their successors and assigns.

g) Counterparts. This Agreement may be executed in several counterparts, each constituting a duplicate original, but all such counterparts constituting one and the same Agreement.

h) Interpretation. Whenever the context hereof shall require, the singular shall include the plural, the male gender shall include the female gender and the neuter, and vice versa.

i) Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

k) Time for Acceptance & Effective Date. If this offer is not executed by both parties hereto on or before April 21, 2023, this offer shall thereafter be null and void. The date of the Agreement ("Effective Date") shall be the date when the last one of the Seller and Buyer has signed this offer.

l) City Council Approval. This contract is conditioned upon the City of Bentonville receiving Approval from the Bentonville City Council to acquire this property pursuant to the terms and conditions herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Witnesses: "Seller" (Martha Bonilla) by:

Attest:	By: _____
_____	Date: _____
By:	

"Buyer" (The City of Bentonville, Arkansas) by:

	_____ Mayor
Attest:	
_____	Date: _____
City Clerk	

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT FOR THE PURCHASE OF LOT 1, BLOCK 2, FAIRFIELD ADDITION, IN AN AMOUNT NOT TO EXCEED FOUR HUNDRED FIFTY THOUSAND DOLLARS (\$450,000.00); AND FOR OTHER PURPOSES.

WHEREAS, the City of Bentonville requires property acquisition for the drainage improvements for the SE 10th & SE C Street drainage project (PIIP22-0016; MUNIS 21EN0016);

WHEREAS, this agreement covers the purchase Lot 1, Block 2, Fairfield Addition in Bentonville, Benton County, Arkansas, as shown in Plat Book O at page 351; and

WHEREAS, this agreement will be paid using the 2021 Drainage Bond monies.

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

Section 1: That the Mayor and Clerk are hereby authorized to enter into an agreement for the purchase of certain properties to facilitate the construction related to the SE 10th & SE C Street drainage project, in an amount not to exceed four hundred fifty thousand dollars (\$450,000.00);

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

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

PASSED and APPROVED this _____ day of _____, 2023.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



Agenda Item Form

Date of City Council Meeting	4/11/2023
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 allowing the Mayor and City Clerk to authorize Agreement Amendment No. 5 with McClelland Consulting Engineers, Inc. for design services for Water Tower Road and 8th Street Extension. The cost of this amendment will be \$443,387.00. This is being paid for with 2017 and 2021 Bond Funds. No budget adjustment is needed.					

Estimated Cost	\$1,291,137.00
Is this Item Budgeted?	☐ Yes ☒ No
If no, please explain how item will be funded (briefly explain in space below) :	
2017 and 2021 Bond Funds.	



Memorandum



To: Mayor and City Council

From: Dan Weese, Deputy Director of Transportation

Date: Tuesday, April 11, 2023

Re: Agreement Amendment No. 5 for Water Tower Road and 8th Street Extension
(Phase 1 & Phase 2) (MUNIS 20ST000005; PIIP20-0001; PIIP21-0013)

Staff requests approval of a resolution allowing the Mayor and City Clerk to authorize an Agreement Amendment No. 5 with McClelland Consulting Engineers, Inc. for Water Tower Road and 8th Street Extension (Phase 1 & Phase 2) (MUNIS 20ST000005; PIIP20-0001; PIIP21-0013).

This amendment provides funding for construction observation services which were not provided for in the initial scope of Phase 1. This also provides funding for design revisions and construction observation services for Phase 2 construction.

This amendment will increase the agreement price by an amount of \$443,387.00, bringing the total agreement price to \$1,291,137.00. This is being paid for with 2017 and 2021 Bond Funds.

Please contact me with any questions or concerns regarding this Agreement Amendment or the project as a whole. My email is dweese@bentonvillear.com and my telephone number is (479) 254-2024.

Water Tower Road and 8th Street Extension (Phase I & Phase II).
MCE Job Reference. FY15-2106

AMENDMENT NO. 5 SUMMARY COMMENTS:

- Original Professional Services Agreement signed June 23rd, 2015. Original contract comprised Design + SDC for a single project, project is now 3 phases.
- Initial project fee was for \$777,500. \$430,500 was Design Service & \$240,000 was for Services During Construction (SDC). The 2015 Agreement has NOT been revisited since initial approval to adjust for phasing of construction with respect to SDC for either phase.
- Total combined projects now:
 - \$3,706,768.60 (Phase I)
 - \$6,406,052.52 (Phase II)
 - **TOTAL \$10,112,821.12**
- Amendment #1 for Title I was time only associated with design services.
- Amendment # 2, Relocation of electronic equipment & communication bldg...\$9,500
- Amendment #3, Design changes to NWACC, Color Renderings, Bump-Out...\$32,750
- Amendment #4, Splitting projects in to two phases...\$28,000
- Phase I SDC WIP cost at \$118,000...since hit fee cap in Aug 2022. Deducted \$25,000 from Phase I SDC owing to MOT phasing, 8th St design issues. SDC amendment Phase I - \$93,025.00
- CMT services were not included in Phase I project by APAC, MCE has been providing these services, City paid MCE \$14,040 until hit fee cap, spent additional \$12,362....total \$26,402.
- Phase II Project comprises \$5,245,849.64 for Street & \$1,160,202.88 for W&S. Total \$6,406,052.52. Do NOT have any SDC fee approved for Phase II of project.

This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated June 24th, 2015.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 5

1. *Background Data:*

- a. Effective Date of Owner-Engineer Agreement: June 24th, 2015
- b. Owner: City of Bentonville
- c. Engineer: McClelland Consulting Engineers, Inc
- d. Project: Water Tower Road and 8th Street Extension (Phase I & Phase II)

2. *Description of Modifications:*

- a. The Scope of Services currently authorized to be performed by Engineer in accordance with the Agreement and previous amendments, if any, is modified as follows: shall perform or furnish the following Additional Services:

I. Phase I:

- a. Provide Construction Observation & Administration Services not provided for in Initial Contract Scope/ Fee.*

.....\$ 93,025.00

- b. Provide for Construction Materials Testing not provided for in Initial Contract Scope/ Fee.*

.....\$ 12,362.00

II. Phase II:

- a. Make revisions to Phase II Design by way of:*

- i. Revise drainage along NWACC frontage owing to O/H electric power pole conflicts*
- ii. Revise design of street approach to Hwy 102/ Hudson Ave intersection to facilitate alternate intersection design by way of roundabout*
- iii. Revise MOT & Design Plans to match design changes made to WTR Phase I Project.*
- iv. Water & Sewer revisions, coordination with RWU and ADH review comments*

.....\$ 39,750.00

- b. Provide Construction Administration & Observation. Based on the provided construction schedule of approx. sixty-five (65) weeks to Substantial Completion and four (4) weeks to Final Completion and giving consideration to the nature of the construction work, we envision that no*

more than 40% of weekly time will be required to perform construction related services for the duration of the project.

- i. Organize and preside over preconstruction conference, prepare agenda and minutes with action items.*
- ii. Ensure general conformance with the design concept of the project and general compliance by the Contractor with the information given in the contract documents.*
- iii. Provide partial on-site observation of the construction work as it progresses for a period not to exceed 69 weeks. Prepare daily and weekly reports.*
- iv. Prepare monthly pay estimates and submit to OWNER for review and approval.*
- v. Coordinate with field personnel throughout construction phase and in addition, shall provide direction to Contractor and field staff through response to RFI's and issuance of ESI's.*
- vi. Prepare change orders as needed.*
- vii. Prepare as-built record drawings utilizing contractor's measurements.*
- viii. Organize and preside over monthly progress meetings, prepare agenda and minutes with action items.*
- ix. Attend final inspection and prepare punch list.*

<i>Construction Observation (Street)</i>	<i>\$148,250.00</i>
<i>Construction Administration (Street)</i>	<i>\$ 59,500.00</i>
<i>Construction Observation (Water & Sewer) ...</i>	<i>\$ 53,000.00</i>

- d. Project Management. Project Management Services for the entire life of the project design and construction, to include detailed coordination with franchised utilities.*

.....\$ 25,000.00

- e. Reimbursables. Estimated not to exceed:*

.....\$ 12,500.00

5. Agreement Summary (Reference only)

<i>a. Original Agreement amount:</i>	<i>\$ 777,500.00</i>
<i>b. Net change for prior amendments:</i>	<i>\$ 70,250.00</i>
<i>c. This amendment amount:</i>	<i>\$ 443,387.00</i>
<i>d. Adjusted Agreement amount:</i>	<i>\$ 1,291,137.00</i>

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C of the original agreement.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is _____, 2023.

OWNER:

ENGINEER:

City of Bentonville

McClelland Consulting Engineers, Inc

By: _____

By: _____

Title: _____

Title: _____

Date
Signed: _____

Date Signed: _____

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO
ENTER INTO AN AMENDED AGREEMENT WITH MCCLELLAND
CONSULTING ENGINEERS, INC., FOR DESIGN SERVICES FOR THE
WATER TOWER ROAD AND 8TH STREET EXTENSION PROJECT, IN AN
AMOUNT NOT TO EXCEED FOUR HUNDRED FORTY-THREE THOUSAND
THREE HUNDRED EIGHTY-SEVEN DOLLARS (\$443,387.00); AND FOR
OTHER PURPOSES.**

WHEREAS, the City of Bentonville previously entered into an agreement with McClelland Consulting Engineers, Inc. for design services related to the Water Tower Road and 8th Street Extension,

WHEREAS, the City requested McClelland Consulting Engineers, Inc. to provide observation services which were not provided for in the initial scope of Phase 1, including design revisions and construction observation services for Phase 2 construction;

WHEREAS, an amendment is necessary to provide for this additional work; and

WHEREAS, this amendment will be paid from the 2017 and 2021 Street Bond monies;

NOW, THEREFORE, BE IT RESOLVED 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 amended agreement with McClelland Consulting Engineers, Inc. for design services for Water Tower Road and 8th Street Extension (PIIP20-0001; PIIP21-0013; MUNIS 20ST000005) in an amount of four hundred forty-three thousand three hundred eighty-seven dollars (\$443,387.00) as set forth in Amendment No. 5;

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:

Stephanie Orman, MAYOR

ATTEST:

Kirby Romines, CITY CLERK



Agenda Item Form

Date of City Council Meeting	4/1/2023
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 allowing the Mayor and City Clerk to authorize Agreement Amendment No. 3 with McClelland Consulting Engineers, Inc. for design services for Hwy. 71 B / 12th St. / Tiger Blvd. Intersection Improvements. The cost of this amendment will be \$67,658.91. This is being paid for with 2017 and 2021 Bond Funds. No budget adjustment is needed.					

Estimated Cost	\$67,658.91
Is this Item Budgeted?	☐ Yes ☒ No
If no, please explain how item will be funded (briefly explain in space below) :	
2017 and 2021 Bond Funds	



Memorandum



To: Mayor and City Council

From: Dan Weese, Deputy Director of Transportation

Date: Tuesday, April 11, 2023

Re: Agreement Amendment No. 3 for Hwy. 71 B / 12th St. / Tiger Blvd. Intersection Improvements (MUNIS# 20ST000008; PIIP22-0002)

Staff requests approval of a resolution allowing the Mayor and City Clerk to authorize Agreement Amendment No. 3 with McClelland Consulting Engineers, Inc. for Hwy. 71 B / 12th St. / Tiger Blvd. Intersection Improvements (MUNIS# 20ST000008; PIIP22-0002).

This amendment will provide funding for additional engineering observation services due to the extended of project timeline.

This amendment will increase the agreement price by an amount of \$67,658.91, bringing the total agreement price to \$307,403.14. This is being paid for with 2017 and 2021 Bond Funds.

Please contact me with any questions or concerns regarding this Agreement Amendment or the project as a whole. My email is dweese@bentonvillear.com and my telephone number is (479) 254-2024.

JOB NO. 090421

FEDERAL AID PROJECT (“FAP”) NO. STPU-9036(18)

Hwy. 71 B / 12th St. / Tiger Blvd. Intersection Improvements
(Bentonville)(S). Benton County

AMENDMENT NO. 3 SUMMARY COMMENTS:

- Original Professional Services Agreement signed January 8th, 2015.
- Title I fee was originally \$143,019.23. Amendment #1 for Title I of \$7,850.00 gave \$150,869.23.
- Original contract also included \$8,796.44 as Title II. Initial Agreement was for a total of \$151,815.67...both Title I & Title II.
- Current Title II agreement (Amendment #2) is for \$88,875.00. (Includes that portion in the original agreement.)
- Current Spend on project is \$366,895.00, max. current fee capped at \$239,744.23. Delta of \$127,150.77.
- Requested amendment (#3) for Title II for \$67,658.91 to end of April 2023.
- Amendment reduced by \$21,464.00 for redesign costs incurred owing to MCE errors.
- Total of agreement requested for \$307,403.14.

JOB NO. 090421
FEDERAL AID PROJECT ("FAP") NO. STPU-9036(18)

Hwy. 71 B / 12th St. / Tiger Blvd. Intersection Improvements
(Bentonville)(S) Benton County

AMENDMENT TO OWNER - ENGINEER PROFESSIONAL SERVICES AGREEMENT

AMENDMENT NO. 3

1. *Background Data:*

- a. Effective Date of Owner-Engineer Agreement: January 8th, 2015
- b. Owner: The City of Bentonville
- c. Engineer: McClelland Consulting Engineers, Inc
- d. Project: Hwy. 71 B/ 12th St./ Tiger Blvd. Intersection Improvements

2. *Description of Modifications:*

The Scope of Services currently authorized to be performed by Engineer in accordance with the Agreement and previous amendments, if any, is modified as follows: shall perform or furnish the following Additional Services:

- Revise ATTACHMENT 'A', SCOPE OF SERVICES, as attached.
- Revise ATTACHMENT 'D', COMPENSATION, as attached.

3. *Agreement Summary (Reference only)*

a. Original Agreement amount:	
• Title I	\$ 143,019.23
• Title II	\$ 8,796.44
b. Net change for prior amendments:	
• Title I	\$ 7,850.00
• Title II	\$ 80,078.56
c. This amendment amount:	
• Title II	\$ 67,658.91
d. Adjusted Agreement amount:	\$ 307,403.14

The foregoing Agreement Summary is for reference only and does not alter the terms of the original Agreement.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is _____, 2023.

OWNER:

ENGINEER:

City of Bentonville

McClelland Consulting Engineers, Inc

By: _____

By: _____

Title: _____

Title: _____

Date
Signed: _____

Date Signed: _____

ATTACHMENT 'A'
Amendment No. 3

SCOPE OF SERVICES

JOB NO. 090421
FEDERAL AID PROJECT ("FAP") NO. STPU-9036(18)
Hwy. 71 B / 12th St. / Tiger Blvd. Intersection Improvements

1) **Construction Phase Services**

During the continued construction phase of work, the ENGINEER will continue to accomplish the following:

- a. Provide partial on-site observation (maximum 40% of time as an overall average) of the construction work as it progresses for the full contract period, originally estimated as not to exceed 150 days (5 months) and, now estimated to take approximately 411 days (14 months).
- b. Answer field questions and provide additional design guidance where required.
- c. Prepare contractor pay estimates and submit to CITY for review and approval.
- d. Prepare change orders as needed.
- e. Attend final inspection and prepare punch list.
- f. Prepare as-built record drawings utilizing contractor's measurements.
- g. Represent CITY at meetings as needed pertaining to this project.
- h. Prepare and submit close out documentation.

ATTACHMENT 'D'
Amendment No. 3

COMPENSATION

JOB NO. 090421
FEDERAL AID PROJECT ("FAP") NO. STPU-9036(18)
Hwy. 71 B / 12th St. / Tiger Blvd. Intersection Improvements

- The compensation as defined in Appendix 'A' of the original Contract, as well as subsequent amendments, shall remain in full effect, and shall also include compensation associated with this amendment:

Amend compensation as follows:

- CITY shall pay ENGINEER for Construction Related Services and Reimbursable Expenses rendered for an amount not exceeding \$67,658.91. Professional services shall be charged using the most recent hourly rates, unless indicated otherwise. Refer to attached schedule for 2023 rates.

Construction Administration:	\$ 53,461.00
Construction Observation:	\$ 13,697.91
Reimbursables:	\$ 500.00
Total Construction Related Services Fee	\$ 67,658.91



Effective 8/1/2022

McCLELLAND CONSULTING ENGINEERS, INC.

***STANDARD HOURLY RATES**

Chief Draftsman	\$95 - \$110
Clerical	\$45 - \$75
Construction Observer	\$70 - \$145
Draftsman	\$65 - \$100
Environmental Scientist/Designer	\$105 - \$125
Geotech Engineer	\$85 - \$170
GIS Technician	\$80 - \$140
HR/Payroll Admin	\$75-\$100
Landscape Architect	\$90 - \$170
Media Specialist	\$80 - \$105
Principal	\$160 - \$240
Project Accountant	\$70 - \$155
Project Designer - Intern	\$50 - \$60
Project Designer	\$80 - \$140
Project Engineer	\$120 - \$175
Project Manager	\$120 - \$200
Registered Land Surveyor	\$95 - \$145
Soils Lab Technician	\$50 - \$140
Specification Writer	\$50 - \$90
Sr. Project Manager	\$140 - \$230
Survey (2 man or Robotic) Crew	\$115 - \$165
Survey (3 man) Crew	\$135 - \$195
Survey Field (1 Man or Rodman)	\$45 - \$110
Survey GPS	\$75 - \$130
Survey Technician	\$65 - \$95
Water Lab Supervisor	\$70 - \$120
Water Lab Tech	\$50 - \$95
Expenses	@ Cost
Mileage	.625/mi

** Standard Hourly Rates may be adjusted annually in accordance with the normal salary review practices of McClelland Consulting Engineers.*

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO
ENTER INTO AN AMENDED AGREEMENT WITH MCCLELLAND
CONSULTING ENGINEERS, INC., FOR DESIGN SERVICES FOR HWY. 71B /
12TH ST./ TIGER BLVD., IN THE AMOUNT OF SIXTY-SEVEN THOUSAND SIX
HUNDRED FIFTY-EIGHT DOLLARS AND NINETY-ONE CENTS (\$67,658.91);
AND FOR OTHER PURPOSES.**

WHEREAS, the City of Bentonville previously entered into an agreement with McClelland Consulting Engineers, Inc. for design services related to the Hwy. 71B / 12th St. / Tiger Blvd. Intersection Improvements;

WHEREAS, the City requests McClelland Consulting Engineers, Inc. to provide additional engineering observation services due to the extension of project timeline;

WHEREAS, an amendment is necessary to provide for this additional work; and

WHEREAS, this amendment will be paid from the 2017 and 2021 Street Bond monies.

NOW, THEREFORE, BE IT RESOLVED 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 amended agreement with McClelland Consulting Engineers, Inc. for design services related to the Hwy. 71B / 12th St. / Tiger Blvd. Intersection Improvements, in the amount of sixty-seven thousand five hundred fifty-eight dollars and ninety-one cents (\$67,658.91) as set forth in Amendment No. 3;

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:

Stephanie Orman, MAYOR

ATTEST:

Kirby Romines, CITY CLERK