BENTONVILLE CITY COUNCIL AGENDA

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

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

Regular City Council Meeting **Tuesday, June 27, 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 June 27, 2023:**
https://us02web.zoom.us/webinar/register/WN_xmWgM586Qe-0YFuHo9KjbQ

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: June 13, 2023

AGENDA

1. Request that the City Council adopt a formal resolution to recognize, commend, and congratulate Sergeant Travis Scantling on his retirement from the City of Bentonville Police Department, effective June 30, 2023. This resolution recognizes Travis Scantling for more than 27 years of dedicated and decorated law enforcement service, to include 23 years of service to the Bentonville Police

Department. This resolution also wishes Travis Scantling much health, happiness, and continued success in all of his future endeavors. See attached resolution.

(Pages 8-9)

2. Planning:

2a. **Ordinance accepting a Lot Split of Lot 1 & 2 of Rolling Hills Subdivision; creating new Lot 42 & 43 of Rolling Hills Subdivision to the City of Bentonville, Arkansas; and for other purposes. (Project Number: LS23-0030) 1101 Northeast 3rd Street.**

(Pages 17-19)

The Planning Commission voted 7-0, recommending approval.

A lot split of Lot 1 & 2 of Rolling Hills Subdivision; creating new Lot 42 & 43 of Rolling Hills Subdivision. The Plat dedicates utility easements along the northern and southern property lines and public right-of-way along NE J Street per the Master Street Plan.

2b. **Ordinance accepting a Property Line Adjustment of Lots 1-6, Block 9 of W.A. Burk's Addition; creating new Lot 29, Block 9 of W. A. Burk's Addition to the City of Bentonville, Arkansas; and for other purposes. (Project Number: PLA23-0014) 920 Northeast Monroe Street.**

(Pages 20-23)

The Planning Commission voted 7-0, recommending approval.

A Property Line Adjustment of Lots 1-6, Block 9 of W. A. Burk's Addition; creating new Lot 29, Block 9 of W. A. Burk's Addition. The plat dedicates a 10-foot-wide utility easement along the north portion of the newly vacated alley.

2c. **Ordinance accepting a Property Line Adjustment of Lots 9 & 10 of Curtis Heights Subdivision; creating new Lots 16 & 17 of Curtis Heights Subdivision to the City of Bentonville, Arkansas; and for other purposes. (Project Number: PLA23-0015) 810 Northwest 13th Street.**

(Pages 24-27)

The Planning Commission voted 7-0, recommending approval.

a Property Line Adjustment of Lots 9 & 10 of Curtis Heights Subdivision; creating new Lots 16 & 17 of Curtis Heights Subdivision. The plat dedicates various variable width utility easements along with public right-of-way along NW 13th Street per the Mater Street Plan.

2d. **Ordinance accepting a Final Plat of Mountainbrook Subdivision of the City of Bentonville, Arkansas; and for other purposes. (Project Number: FP22-0006) Ginn road and SW Gneiss Avenue and SW Gypsum Avenue.**

(Pages 28-34)

The Planning Commission voted 7-0, recommending approval.

A Final Plat of a residential subdivision that consists of 84 total lots, of which 1 is unbuildable. The plat provides stubs to the east and south for future developments and the new subdivision will be accessed via two curb cuts along Ginn Road.

2e. **Ordinance accepting a Final Plat of Poigai Estates Phase 1 of the City of Bentonville, Arkansas; and for other purposes. (Project Number: FP23-0003) Southwest 28th Street and Southwest Gypsum Avenue.**

(Pages 35-39)

The Planning Commission voted 7-0, recommending approval.

A Final Plat of a residential subdivision that consists of 33 total lots, of which 1 is unbuildable. The plat provides stubs to the north and south for future developments and the new subdivision will be accessed via one curb cut along SW 28th Street.

2f(1). **Resolution amending the City of Bentonville Future Land Use Map for a specific area from Low-Density Residential to Medium-Density Residential; and for other purposes. (Project Number: RZ23-0042) 101 Northwest K Street.**

(Pages 40-46)

The Planning Commission voted 7-0, recommending approval.

The Future Land Use Plan depicts this property as Low Density Residential (LDR) and is surrounded by Low-Density Residential. Low-density residential areas include detached single-family residential properties with a typical density of 3-8 units per acre. While lot size and overall density may vary from one part of the city to another, these areas represent the predominant form of residential development in Bentonville. These areas may also include local amenities for residents, including neighborhood parks, places of worship, etc.

Medium-density residential areas include townhouse or duplex residential properties with a typical density of 8-12 units per acre. These areas are found both near Downtown and in some recent growth areas. These areas may also include local amenities for residents, including neighborhood parks, places of worship, etc.

2f(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 R-3, Medium-High Density Multifamily Residential; and for other purposes. (Project Number: RZ23-0042) 101 Northwest K Street.**

(Pages 40-47)

The Planning Commission voted 7-0 recommending approval.

The Future Land Use Plan depicts this property as Low Density Residential (LDR) and is surrounded by Low-Density Residential.

The R-3 District is established to provide suitable areas for medium density residential development. Such units would be 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. Within this district, zero lot line and townhouses are permitted.

2g(1). **Resolution amending the City of Bentonville Future Land Use Map for a specific area from Low-Density Residential to Medium-Density Residential; and for other purposes. (Project Number: RZ23-0046) 4800 South Vaughn Road.**

(Pages 48-57)

The Planning Commission voted 7-0 recommending approval.

The Future Land Use Plan currently depicts this property as Low-Density Residential (LDR). The applicant is requesting that the designation be amended

to Medium Density Residential (MDR). Medium-density residential areas include townhouse or duplex residential properties with a typical density of 8-12 units per acre. These areas are found both near Downtown and in some recent growth areas. These areas may also include local amenities for residents, including neighborhood parks, places of worship, etc.

Medium-density residential areas include townhouse or duplex residential properties with a typical density of 8-12 units per acre. These areas are found both near Downtown and in some recent growth areas. These areas may also include local amenities for residents, including neighborhood parks, places of worship, etc.

2g(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 R-3, Medium-High Density Multifamily Residential; and for other purposes. (Project Number: RZ23-0046) 4800 South Vaughn Road.**

Note: During the meeting, the applicant requested that the area being rezone change to R-3 on the north portion and R-2 on the south portion.

(Pages 48-59)

The Planning Commission voted 7-0 recommending approval.

The Future Land Use Plan depicts this property as Low Density Residential (LDR) and is surrounded by Low-Density Residential.

The R-3 District is established to provide suitable areas for medium density residential development. Such units would be 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. Within this district, zero lot line and townhouses are permitted.

2g(3). **Ordinance changing real estate in the City of Bentonville, Arkansas, from its present zoning classification of R-1, Low-Density Single Family Residential to R-2, Medium Density Two Family Residential; and for other purposes. (Project number: RZ23-0046) 4800 South Vaughn Road.**

Note: During the meeting, the applicant requested that the area being rezone change to R-3 on the north portion and R-2 on the south portion.

(Pages 48-61)

The Planning Commission voted 7-0 recommending approval.

The Future Land Use Plan depicts this property as Low Density Residential (LDR) and is surrounded by Low-Density Residential.

The R-2 District encourages the basic land use restrictions as the R-1 District. It allows slightly higher population density than the R-1 District, with residential and related uses separated from commercial and industrial activity. Such a district shall encourage and maintain duplex and patio home development at appropriate locations. The R-2 District has a dual purpose. First, the district should provide areas for the development of two-family residential structures. Second, the district

should facilitate conversion of one family residences to two-family use in established developed areas. The district may be located in developed areas or undeveloped areas of the City where an environment compatible with moderate density residential development can be established. Such a district can also be located in medium density areas where conversion may facilitate their continuation as a desirable area.

2h(1). **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: RZ23-0047) 207 Southeast B Street.**

(Pages 62-65)

Planning Commission voted 7-0 recommending approval.

The Future Land Use Plan depicts this property as Low Density Residential (LDR) and is surrounded by Low-Density Residential. Low-density residential areas include detached single-family residential properties with a typical density of 3-8 units per acre. While lot size and overall density may vary from one part of the city to another, these areas represent the predominant form of residential development in Bentonville. These areas may also include local amenities for residents, including neighborhood parks, places of worship, etc.

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.

2h(2). **Ordinance changing real estate in the City of Bentonville, Arkansas, from its present zoning classification of R-1, Low Density Single Family Residential to DN-3, Downtown High Density Residential; and for other purposes. (Project Number: RZ23-0047) 207 Southeast B Street.**

(Pages 62-66)

The Planning Commission voted 7-0 recommending approval.

The Future Land Use Plan currently depicts this property as High Density Residential. These 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.

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

2i. **Ordinance changing real estate in the City of Bentonville, Arkansas, from its present zoning classification of R-1, Low Density Single Family Residential to DN-1, Downtown Low-Density Residential; and for other purposes. (Project Number: RZ23-0049) 301 West Central Avenue.**

(Pages 67-73)

The Planning Commission voted 7-0 recommending approval.

The Future Land Use Plan depicts this property as Low Density Residential (LDR) and is flanked by properties also designated as Low-Density Residential.

Low-density residential areas include detached single-family residential properties with a typical density of 3-8 units per acre. While lot size and overall density may vary from one part of the city to another, these areas represent the predominant form of residential development in Bentonville. These areas may also include local amenities for residents, including neighborhood parks, places of worship, etc.

This property is located within Strategic Growth Zone 1: Downtown Intensification, in which DN-1 zoning is appropriate under its current land use classification of Low Density Residential.

2j. **Ordinance amending City Code Chapter 94-Vi Parking to regulate on-street parking in residential areas and Appendix A Zoning Code Article 501 Off-Street Parking and Loading; regulating off-street parking in residential areas; and for other purposes.**

(Pages 74-77)

The Planning Commission voted 7-0 recommending approval.

The intent of this amendment is to provide regulations for on-street parking and combine regulations for off-street parking, particularly recreational vehicles, and commercial vehicles in residential areas.

3. Resolution authorizing the Mayor and City Clerk to enter into a professional services agreement with DPZ Codesign, LLC to conduct a future land use plan update and approving a budget adjustment to recognize grant funds, in the amount of $320,000.00 from the Walton Family Foundation, to fund this project. A budget adjustment is needed to recognize grant funds. **(Pages 78-98)**

4. Resolution authorizing the Mayor and City Clerk to enter into a professional services agreement with DPZ Codesign, LLC to conduct a Zoning and Development Code Rewrite in the amount of $380,000.00. A budget adjustment is needed for a portion of the cost. **(Pages 99-113)**

5. An appeal by Timothy L. Rogers of Barrow and Grimm, representing Tara Ridge to an official determination of impact fees for the Tara Ridge Development, located at 3809 SW Crockett Street. The applicant is requesting that their impact fee be based upon the multi-family rate as opposed to the single-family rate determined by staff. **(Pages 114-150)**

6. Reappointment of Dana Davis to the City of Bentonville's Planning Commission. This will be Mr. Davis's second term which will expire on July 1, 2028. **(Pages 151-153)**

7. Utility Board:

7a. Resolution authorizing the Mayor to enter into a professional services agreement with Olsson, Inc. for preliminary engineering services for utility relocations associated with ARDOT's Job 090514 in the amount of $755,477.00. A budget adjustment is needed to utilize utility reserves to front costs until a reimbursement ratio and plan has been determined. Utility Board approved this item 5-0. A budget adjustment is needed. **(Pages 154-184)**

8. Ordinance to waive competitive bidding and enter into an agreement with Sunset Memorial and Stone for the purchase of (4) Granite Columbaria for a total of $130,274.00, plus applicable tax. This Columbaria was part of the project design and includes proprietary features, therefore it is not practical to solicit competitive bids. Emergency Clause. No budget adjustment is needed. **(Pages 185-200)**

9. Ordinance to waive competitive bidding and enter into an agreement with Forever Redwood for the purchase of (1) 43' X 33' Redwood Pavilion Structure for $189,253.89 tax included. This structure was part of the project design and requires manufacturer specific structural designs, therefore it is not practical to solicit competitive bids. Emergency Clause. No budget adjustment is needed. **(Pages 201-211)**

10. Resolution authorizing a Budget Adjustment in the amount of $49,087.65 for Vehicle Maintenance and Repairs. The adjustment is needed to pay an invoice for an unexpected vehicle repair. A budget adjustment is needed. **(Pages 212-218)**

11. Resolution approving a budget adjustment accepting a FAA grant in the amount of $140,400.00 for the design and bidding services for the extension of the east taxiway (Taxiway B) and authorizing work order No. 03 with Garver Engineering for this project which includes approximately 600 linear feet to the Runway 36 end, including lighting and signage on the east side of the airfield as shown in the attached Exhibit C-03. A budget adjustment is needed to recognize grant funds. **(Pages 219-274)**

12. Resolution accepting a grant in the amount of $213,000 from the Walton Family Foundation for grooving of the runway at the Bentonville Municipal airport and for a fence extension at Thaden Field. A budget adjustment is needed to recognize grant funds. **(Pages 275-282)**

13. Public hearing and ordinance vacating a Utility Easement Vacation requested for Lot 9-10 of East Ridge Subdivision (VAC23-0011). **(Pages 283-286)**

14. Public hearing and ordinance vacating Right of Way Easement requested for 405 South Main Street, Library Phase 2, Lot 1 (VAC23-0012). **(Pages 287-291)**

15. Resolution approving the support of implementing a Vision Zero plan to reduce serious injury and death crashes to zero by the year 2040. **(Pages 292-355)**

16. Resolution allowing the Mayor and City Clerk to apply for up to $25 million through the Federal application to the Safe Streets For All program and commit to the funding of Bentonville's share of the 20% matching funds. No budget adjustment is needed at this time. **(Pages 356-359)**

17. Ordinance setting term limits for Planning Commission members. Requested by Councilmember Acree. **(Pages 360-362)**

Agenda Item Form

Date of City Council Meeting	**6/27/2023**
Department	**Police Department**
Submitted by	**Ray Shastid- Chief**
Phone	**(479) 271-3173**

Item Type: (*Check Applicable Item Type)*

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

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

Request that the City Council adopt a formal resolution to recognize, commend, and congratulate Sergeant Travis Scantling on his retirement from the City of Bentonville Police Department, effective June 30, 2023. This resolution recognizes Travis Scantling for more than 27 years of dedicated and decorated law enforcement service, to include 23 years of service to the Bentonville Police Department. This resolution also wishes Travis Scantling much health, happiness, and continued success in all of his future endeavors. See attached resolution.

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

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

City of Bentonville
State of Arkansas

RESOLUTION

SERGEANT

Travis D. Scantling

WAS BORN IN BOONEVILLE, ARKANSAS AND GRADUATED FROM BENTONVILLE HIGH SCHOOL IN BENTONVILLE, ARKANSAS IN MAY 1992, AND SERVED IN THE UNITED STATES MARINE CORP RESERVES AS A CORPORAL FROM JANUARY 3, 1994 UNTIL JANUARY 3, 1999; AND

WHEREAS, SERGEANT TRAVIS D. SCANTLING BEGAN HIS 27 YEAR LAW ENFORCEMENT CAREER IN JANUARY 1995 WITH THE BENTON COUNTY ARKANSAS SHERIFF'S DEPARTMENT, WHERE HE SERVED AS A DETENTION DEPUTY, DETENTION SERGEANT, PATROL DEPUTY AND ALSO SERVED ON THE DEPARTMENT'S HONOR GUARD UNTIL JUNE 2000; AND

WHEREAS, SERGEANT TRAVIS D. SCANTLING JOINED THE BENTONVILLE POLICE DEPARTMENT AS A PATROLMAN ON JUNE 13, 2000, EARNING THE RANK OF PATROL SERGEANT ON JUNE 6, 2011, WHERE HE BECAME KNOWN AS A TRUSTWORTHY, DEPENDABLE, COMPASSIONATE, AND POSITIVE LEADER; AND

WHEREAS, SERGEANT TRAVIS D. SCANTLING BECAME THE FIRST TRAINING SERGEANT IN JUNE 2016 IN WHICH HE DIRECTLY SUPERVISED OFFICERS IN TRAINING AND OVERSAW THE FIELD TRAINING PROGRAM. AS THE TRAINING SERGEANT, HE UPHELD THE STANDARDS OF ACCURACY AND PROFESSIONALISM ASSOCIATED WITH THE TRAINING OFFICE AND TOOK STEPS TO IMPROVE THE LEVEL OF TRAINING OFFICERS RECEIVE NOW AND INTO THE FUTURE; AND

WHEREAS, SERGEANT TRAVIS D. SCANTLING, PARTICIPATED IN COUNTLESS SPECIAL ASSIGNMENTS INCLUDING TEAM LEADER OF THE SWAT TEAM, MEMBER OF THE BIKE TEAM, DRUG RECOGNITION EXPERT, ACCIDENT RECONSTRUCTION EXPERT, CERTIFIED FIREARMS INSTRUCTOR, AND SAFETY TEAM REPRESENTATIVE; AND

WHEREAS, SERGEANT TRAVIS D. SCANTLING, HAS CONTINUED TO FAITHFULLY SERVE WITH THE PRESENT RANK OF SERGEANT IN THE OPERATIONS DIVISION, UNTIL HIS RETIREMENT; AND

WHEREAS, SERGEANT TRAVIS D. SCANTLING, THROUGH HIS COUNTLESS DUTIES AND ACCOMPLISHMENTS, DELIVERED TO THE BENTONVILLE POLICE DEPARTMENT AND THE CITIZENS OF BENTONVILLE AN UNPARALLELED LEVEL OF PROFESSIONALISM AND SERVICE; AND

NOW THEREFORE, BE IT RESOLVED THAT BY THE ADOPTION OF THIS RESOLUTION, THE CITY COUNCIL OF BENTONVILLE, HEREBY COMMENDS AND CONGRATULATES SERGEANT TRAVIS D. SCANTLING FOR HIS 27 YEARS OF DEDICATED LAW ENFORCEMENT SERVICE, TO INCLUDE HIS 23 YEARS OF SERVICE TO THE BENTONVILLE POLICE DEPARTMENT AND THE CITIZENS OF BENTONVILLE, AND WISHES HIM HEALTH, HAPPINESS, AND CONTINUED SUCCESS IN ALL HIS FUTURE ENDEAVORS.

GIVEN THIS 27th day of June 2023, in Bentonville, in the Great State of Arkansas, in the United States of America.

[redacted]
Stephanie Orman, Mayor

[redacted]
Kirby Rohnnes, City Clerk

City Council Agenda Items

For the City Council Meeting of June 27, 2023

From the June 20, 2023 Planning Commission Meeting

1. **Ordinance accepting a Lot Split of Lot 1 & 2 of Rolling Hills Subdivision; creating new Lot 42 & 43 of Rolling Hills Subdivision to the City of Bentonville, Arkansas; and for other purposes. (Project Number: LS23-0030) 1101 Northeast 3rd Street.**

   The Planning Commission voted 7-0, recommending approval.

   A lot split of Lot 1 & 2 of Rolling Hills Subdivision; creating new Lot 42 & 43 of Rolling Hills Subdivision. The Plat dedicates utility easements along the northern and southern property lines and public right-of-way along NE J Street per the Master Street Plan.

2. **Ordinance accepting a Property Line Adjustment of Lots 1-6, Block 9 of W.A. Burk's Addition; creating new Lot 29, Block 9 of W. A. Burk's Addition to the City of Bentonville, Arkansas; and for other purposes. (Project Number: PLA23-0014) 920 Northeast Monroe Street.**

   The Planning Commission voted 7-0, recommending approval.

   A Property Line Adjustment of Lots 1-6, Block 9 of W. A. Burk's Addition; creating new Lot 29, Block 9 of W. A. Burk's Addition. The plat dedicates a 10-foot-wide utility easement along the north portion of the newly vacated alley.

3. **Ordinance accepting a Property Line Adjustment of Lots 9 & 10 of Curtis Heights Subdivision; creating new Lots 16 & 17 of Curtis Heights Subdivision to the City of Bentonville, Arkansas; and for other purposes. (Project Number: PLA23-0015) 810 Northwest 13th Street.**

   The Planning Commission voted 7-0, recommending approval.

   a Property Line Adjustment of Lots 9 & 10 of Curtis Heights Subdivision; creating new Lots 16 & 17 of Curtis Heights Subdivision. The plat dedicates various variable width utility easements along with public right-of-way along NW 13th Street per the Mater Street Plan.

4. **Ordinance accepting a Final Plat of Mountainbrook Subdivision of the City of Bentonville, Arkansas; and for other purposes. (Project Number: FP22-0006) Ginn road and SW Gneiss Avenue and SW Gypsum Avenue.**

   The Planning Commission voted 7-0, recommending approval.

   A Final Plat of a residential subdivision that consists of 84 total lots, of which 1 is unbuildable. The plat provides stubs to the east and south for future developments and the new subdivision will be accessed via two curb cuts along Ginn Road.

5. **Ordinance accepting a Final Plat of Poigai Estates Phase 1 of the City of Bentonville, Arkansas; and for other purposes. (Project Number: FP23-0003) Southwest 28th Street and Southwest Gypsum Avenue.**

   The Planning Commission voted 7-0, recommending approval.

A Final Plat of a residential subdivision that consists of 33 total lots, of which 1 is unbuildable. The plat provides stubs to the north and south for future developments and the new subdivision will be accessed via one curb cut along SW 28th Street.

6a. Resolution amending the City of Bentonville Future Land Use Map for a specific area from Low-Density Residential to Medium-Density Residential; and for other purposes. (Project Number: RZ23-0042) 101 Northwest K Street.

The Planning Commission voted 7-0, recommending approval.

The Future Land Use Plan depicts this property as Low Density Residential (LDR) and is surrounded by Low-Density Residential. Low-density residential areas include detached single-family residential properties with a typical density of 3-8 units per acre. While lot size and overall density may vary from one part of the city to another, these areas represent the predominant form of residential development in Bentonville. These areas may also include local amenities for residents, including neighborhood parks, places of worship, etc.

Medium-density residential areas include townhouse or duplex residential properties with a typical density of 8-12 units per acre. These areas are found both near Downtown and in some recent growth areas. These areas may also include local amenities for residents, including neighborhood parks, places of worship, etc.

6b. Ordinance changing real estate in the City of Bentonville, Arkansas, from its present zoning classification of R-1, Low Density Single Family Residential to R-3, Medium-High Density Multifamily Residential; and for other purposes. (Project Number: RZ23-0042)101 Northwest K Street.

The Planning Commission voted 7-0 recommending approval.

The Future Land Use Plan depicts this property as Low Density Residential (LDR) and is surrounded by Low-Density Residential.

The R-3 District is established to provide suitable areas for medium density residential development. Such units would be 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. Within this district, zero lot line and townhouses are permitted.

7a. Resolution amending the City of Bentonville Future Land Use Map for a specific area from Low-Density Residential to Medium-Density Residential; and for other purposes. (Project Number: RZ23-0046) 4800 South Vaughn Road.

The Planning Commission voted 7-0 recommending approval.

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

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7b. Ordinance changing real estate in the City of Bentonville, Arkansas, from its present zoning classification of R-1, Low Density Single Family Residential to R-3, Medium-High Density Multifamily Residential; and for other purposes. (Project Number: RZ23-0046) 4800 South Vaughn Road.

Note: During the meeting, the applicant requested that the area being rezone change to R-3 on the north portion and R-2 on the south portion.

The Planning Commission voted 7-0 recommending approval.

The Future Land Use Plan depicts this property as Low Density Residential (LDR) and is surrounded by Low-Density Residential.

The R-3 District is established to provide suitable areas for medium density residential development. Such units would be 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. Within this district, zero lot line and townhouses are permitted.

7c. Ordinance changing real estate in the City of Bentonville, Arkansas, from its present zoning classification of R-1, Low-Density Single Family Residential to R-2, Medium Density Two Family Residential; and for other purposes. (Project number: RZ23-0046) 4800 South Vaughn Road.

Note: During the meeting, the applicant requested that the area being rezone change to R-3 on the north portion and R-2 on the south portion.

The Planning Commission voted 7-0 recommending approval.

The Future Land Use Plan depicts this property as Low Density Residential (LDR) and is surrounded by Low-Density Residential.

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

8a. 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: RZ23-0047) 207 Southeast B Street.

Planning Commission voted 7-0 recommending approval.

The Future Land Use Plan depicts this property as Low Density Residential (LDR) and is surrounded by Low-Density Residential. Low-density residential areas include detached single-family residential properties with a typical density of 3-8 units per acre. While lot size and overall density may vary from one part of the city to another, these areas represent the predominant form of residential development in Bentonville. These areas may also include local amenities for residents, including neighborhood parks, places of worship, etc.

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.

8b. Ordinance changing real estate in the City of Bentonville, Arkansas, from its present zoning classification of R-1, Low Density Single Family Residential to DN-3, Downtown High Density Residential; and for other purposes. (Project Number: RZ23-0047) 207 Southeast B Street.

The Planning Commission voted 7-0 recommending approval.

The Future Land Use Plan currently depicts this property as High Density Residential. These 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.

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

9. Ordinance changing real estate in the City of Bentonville, Arkansas, from its present zoning classification of R-1, Low Density Single Family Residential to DN-1, Downtown Low-Density Residential; and for other purposes. (Project Number: RZ23-0049) 301 West Central Avenue.

The Planning Commission voted 7-0 recommending approval.

The Future Land Use Plan depicts this property as Low Density Residential (LDR) and is flanked by properties also designated as Low-Density Residential.

Low-density residential areas include detached single-family residential properties with a typical density of 3-8 units per acre. While lot size and overall density may vary from one part of the city to another, these areas represent the predominant form of residential development in Bentonville. These areas may also include local amenities for residents, including neighborhood parks, places of worship, etc.

This property is located within Strategic Growth Zone 1: Downtown Intensification, in which DN-1 zoning is appropriate under its current land use classification of Low Density Residential.

10. Ordinance amending City Code Chapter 94-Vi Parking to regulate on-street parking in residential areas and Appendix A Zoning Code Article 501 Off-Street Parking and Loading; regulating off-street parking in residential areas; and for other purposes.

The Planning Commission voted 7-0 recommending approval.

The intent of this amendment is to provide regulations for on-street parking and combine regulations for off-street parking, particularly recreational vehicles, and commercial vehicles in residential areas.

Consent Agenda Items

For the Planning Commission meeting on June 20, 2023

Reviewer: Jon Stanley, Senior Planner, ASLA, APA

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

1. **Lot Split: Lots 42 and 43 of Rolling Hills Subdivision, Eagle Point Ventures, LLC, 1101 Northeast 3rd Street, R-1, Low-Density Residential,** *LS23-0030*

   A lot split of Lots 1 and 2 of Rolling Hills Subdivision creating new Lots 42 and 43 of Rolling Hills Subdivision. The plat dedicates right-of-way along Northeast J Street to the Master Street Plan requirements. Two utility easements are being dedicated to serve the two new lots. No variances or waivers are associated with this plat.

2. **Property Line Adjustment: Lot 29, Block 9 of W. A. Burk's Addition, Main Monroe Holdings LLC, R-1, Low-Density Residential,** *PLA23-0014*

   A property line adjustment of Lots 1-6 of W. A. Burk's Addition into Lot 29 of W. A. Burk's Addition. The Plat dedicates a utility easement in the northwest corner of the right of way vacation. No variances or waivers are associated with this property line adjustment.

3. **Property Line Adjustment: Lots 16 and 17 of Curtis Heights Subdivision, John and Johnna Goins, 810 Northwest 13th Street, R-1, Low-Density Residential,** *PLA23-0015*

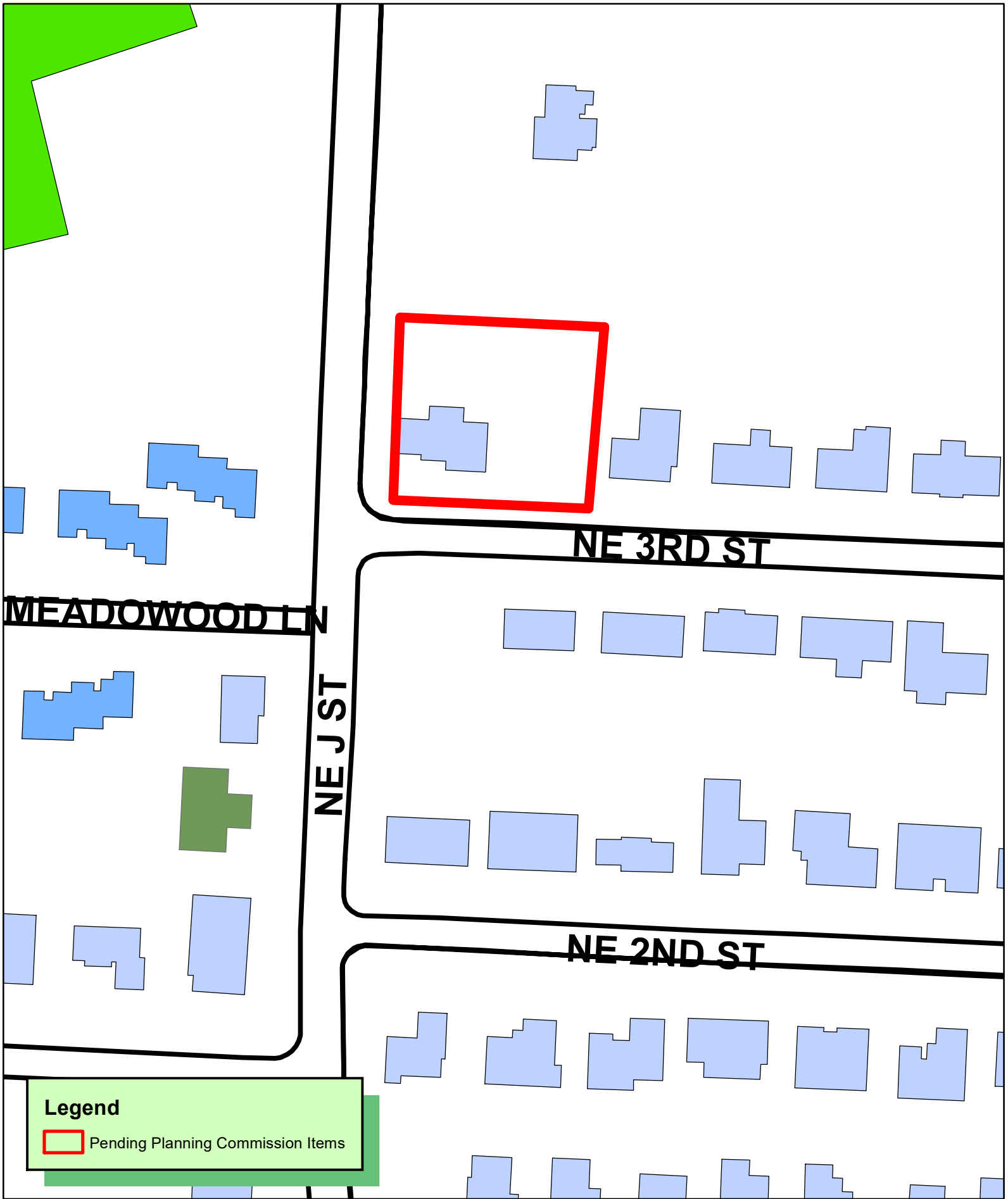
   A lot split of Lots 9 and 10 of Curtis Heights Subdivision creating new Lots 16 and 17 of Cuirtis Heights Subdivision. The plat dedicates right-of-way along Northwest 13th Street to the Master Street Plan requirements. Various utility easements are being dedicated to serve the two new lots. No variances or waivers are associated with this plat.

4. **Final Plat: Mountainbrook Subdivision, Bentonville Housing Partners Limited Partnership, Ginn Road and SW Gneiss Avenue and SW Gypsum Avenue, R-2, Medium Density Two Family and Townhome,** *FP22-0006*

   A final plat for Mountainbrook Subdivision, creating 83 duplex and patio home lots and one non-buildable lot that will be utilized for stormwater management. The plat provides street stubs for future connections to the south and east and the main access into the subdivision will be from Ginn Road. Adequate Right-of-way is dedicated by this plat along Ginn Road per the Bentonville Master Street Plan. Both Bentonville water and sewer service has been extended to the subdivision providing public utility connection for the newly created lots. Sidewalks and street improvements have been completed per the Master Street Plan, and landscaping per the requirements of the Land Development Code. No variances or waivers are associated with this plat. All non-bondable items and guarantees of improvements must be complete and a final inspection performed and approved prior to approval of a final plat.

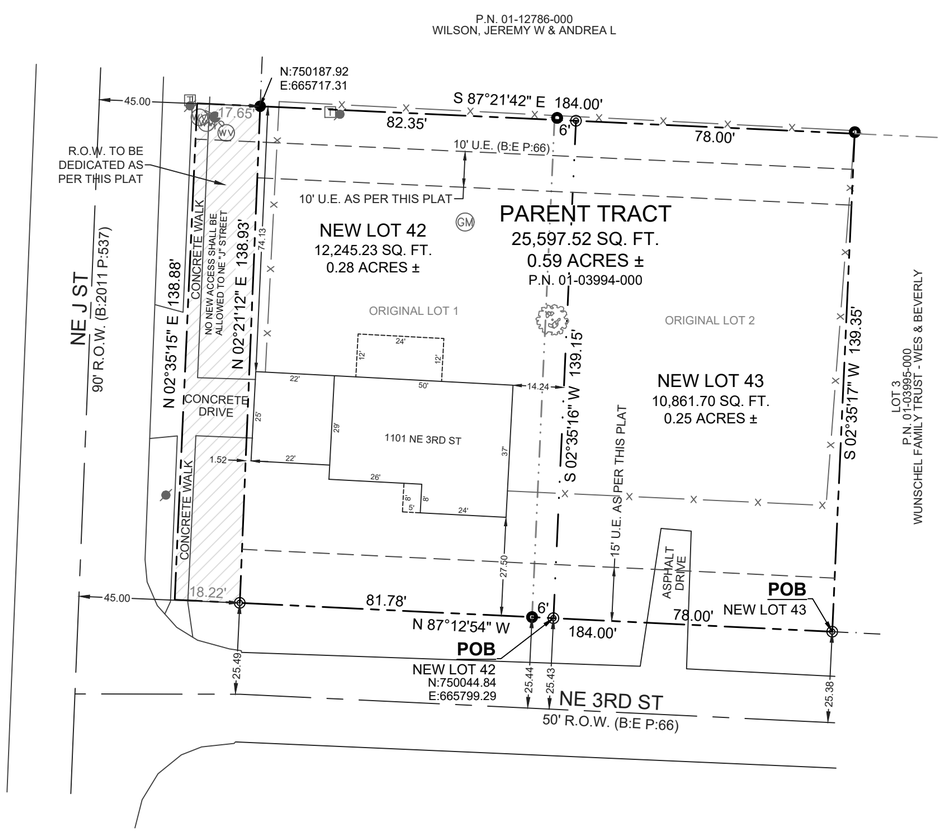
5. **Final Plat: Poigai Estates Phase 1, Pagan Incorporated, Southwest 28th Street and Southwest Bright Road, R-2, Medium Density Two Family and Townhome Residential and R-3, High Density Multifamily Residential,** ***FP23-0003***

   A final plat for Phase 1 of Poigai Estates, creating 31 duplex lots, and 2 multifamily lots. The plat provides street stubs for future connections at the east side of the property and dedicates ROW for the Bright Road extension. Adequate ROW is dedicated for all new streets as well as 28th Street. Both Bentonville water and sewer service has been extended to the subdivision providing public utility connection for the newly created lots. Sidewalks and street improvements have been completed per the Master Street Plan, and landscaping per the requirements of the Land Development Code. No variances or waivers are associated with this plat. All non-bondable items and guarantees of improvements must be complete and a final inspection performed and approved prior to approval of a final plat.

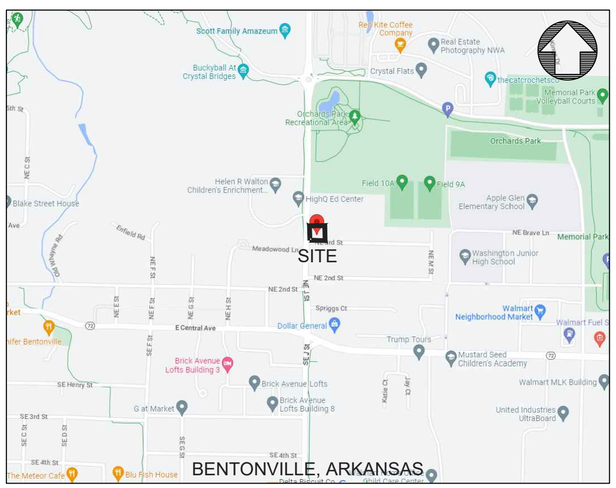


LS23-0030
LOT SPLIT
ROLLING HILLS SUBDIVISION
LOTS 1-2 CREATING LOTS 42-43

"Exhibit A"



OWNERSHIP INFORMATION:
EAGLE POINT VENTURES LLC
306 NE J ST
BENTONVILLE, AR 72712



VICINITY MAP
(N.T.S.)

LEGEND

- FOUND REBAR
- FOUND PIPE
- SET 1/2" IRON PIN W/CAP
- UTILITY POLE
- TELEPHONE RISER
- GAS METER
- WATER VALVE
- FIRE HYDRANT
- DECIDUOUS TREE
- PROPERTY LINE
- NEW LOT LINE PER THIS PLAT
- LOT LINE REMOVED PER THIS PLAT
- RIGHT-OF-WAY
- CENTERLINE
- EASEMENT
- FENCE LINE

CERTIFICATE OF AUTHORIZATION
COA CERTIFICATE NUMBER: 3049

FLOOD CERTIFICATION:

I CERTIFY THAT I HAVE EXAMINED THE OFFICIAL FLOOD INSURANCE HAZARD RATE MAP PANEL NO. 05007C0255K (EFFECTIVE DATE 06/05/2012) AND FOUND IN THE DESCRIBED PROPERTY HEREON LIES IN ZONE "X", AN AREA HAVING NO SPECIAL FLOOD HAZARDS.

NOTES:

1. 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 OF 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.

2. BASIS OF BEARINGS: ARKANSAS STATE PLANE COORDINATE SYSTEM, NORTH ZONE.

3. SURVEY REPRESENTS A BOUNDARY SURVEY OF A PARCEL DESCRIBED IN BENTON COUNTY DEED RECORDS AT PLAT BOOK 2005, PAGE 347.

4. DECLARATION IS MADE TO ORIGINAL PURCHASER OF THE SURVEY. IT IS NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS.

5. THIS SURVEY IS VALID ONLY IF THE DRAWING INCLUDES THE SEAL AND SIGNATURE OF THE SURVEYOR.

6. SETBACKS SHALL BE PER THE CURRENT BENTON COUNTY REQUIREMENTS. FOR MORE INFORMATION VISIT https://bentoncountyar.gov/county-planning/ OR CALL THE BENTON COUNTY PLANNING OFFICE AT 479-464-6166

7. 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.

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

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

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

11. 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.

12. ALL STRUCTURES MUST MAINTAIN MINIMUM OF 20' CLEARANCES FROM ALL ELECTRIC LINES.

13. NO NEW ACCESS SHALL BE ALLOWED TO NE "J" STREET.

PARENT DESCRIPTION:
FROM L201962747.001

LOT 1, ROLLING HILLS SUBDIVISION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS RECORD IN PLAT RECORD "E" AT PAGE 66. EXCEPT THAT PART OF SAID LOT 1, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1, BEING THE PROPERTY DESCRIBED IN WARRANTY DEED BOOK 371 AT PAGES 87-89; THENCE SOUTH 87°17'51" EAST (EAST RECORD) ALONG THE NORTH LINE THEREOF 2.67 FEET; THENCE LEAVING NORTH LINE SOUTH 02°24'18" WEST 111.04 FEET; THENCE SOUTH 01°59'48" WEST 28.96 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 1; THENCE ALONG THE SOUTH LINE OF THEREOF NORTH 87°17'51" WEST (WEST RECORD) 2.43 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE ALONG THE WEST LINE THEREOF NORTH 02°13'13" EAST (NORTH RECORD) 140.00 FEET TO THE POINT OF BEGINNING, CONTAINING 345 SQUARE FEET, MORE OR LESS;

AND
LOT 2, ROLLING HILLS SUBDIVISION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS RECORDED IN PLAT RECORD "E" AT PAGE 66.

SUBJECT TO RECORDED INSTRUMENTS, COVENANTS, RIGHTS OF WAY, AND EASEMENTS. SUBJECT TO ALL PRIOR MINERAL RESERVATIONS AND OIL AND GAS LEASES, IF ANY.

NEW LOT 42:

PART OF LOTS 1 & 2, ROLLING HILLS SUBDIVISION, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SE CORNER OF SAID LOT 1; THENCE N 87°12'54" W A DISTANCE OF 81.78 FEET TO THE EAST RIGHT-OF-WAY OF NE J STREET; THENCE N 02°21'07" E ALONG SAID RIGHT-OF-WAY A DISTANCE OF 138.93 FEET; THENCE LEAVING SAID RIGHT-OF-WAY S 87°21'42" E A DISTANCE OF 88.36 FEET; THENCE S 02°35'16" W A DISTANCE OF 139.15 FEET; THENCE N 87°12'54" W A DISTANCE OF 6.00 FEET TO THE POINT OF BEGINNING, WITH AN AREA OF 12245.23 SQUARE FEET, OR 0.281 ACRES, MORE OR LESS, AND SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF RECORD OR FACT.

NEW LOT 43:

PART OF LOT 2, ROLLING HILLS SUBDIVISION, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SE CORNER OF SAID LOT 2; THENCE N 87°12'54" W A DISTANCE OF 78.00 FEET; THENCE N 02°35'16" E A DISTANCE OF 139.15 FEET; THENCE S 87°21'42" E A DISTANCE OF 78.00 FEET; THENCE S 02°35'17" W A DISTANCE OF 139.35 FEET TO THE POINT OF BEGINNING, WITH AN AREA OF 10861.70 SQUARE FEET, OR 0.249 ACRES, MORE OR LESS, AND SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF RECORD OR FACT.

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 SURVEYORS HAVE BEEN MET.

DATE OF EXECUTION _____

SIGNED: _____
REGISTERED LAND SURVEYOR
NO. 1370
STATE OF ARKANSAS

30 0 15 30 60 120

CERTIFICATE OF OWNERSHIP AND DEDICATION:

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

DATE OF EXECUTION: _____

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

CITY OF BENTONVILLE PROJECT #LS23-0030

CASTER & ASSOCIATES
LAND SURVEYING, INC.
2715 SE "I" Street, Suit 5
Bentonville, AR 72712
(479) 268-4464

REGISTERED STATE OF ARKANSAS NO.1370 SIGNATURE ROBERT J. CASTER PROFESSIONAL LAND SURVEYOR

SCALE: 1" = 30'	DATE: 04/20/2023

LOT SPLIT OF LOTS 1& 2
CREATING LOTS 42 & 43
ROLLING HILLS SUBDIVISION

NE J STREET & NE 3RD STREET
CITY OF BENTONVILLE
BENTON COUNTY, ARKANSAS

JOB #	DRAWN BY:	CHK'D BY:	PAGE
23-085	ASG	RJC	1 OF 1

ORDINANCE NO._____

AN ORDINANCE ACCEPTING A LOT SPLIT OF LOT 1 & 2 OF ROLLING HILLS SUBDIVISION; CREATING NEW LOT 42 & 43 OF ROLLING HILLS SUBDIVISION TO THE CITY OF BENTONVILLE, ARKANSAS; AND FOR OTHER PURPOSES. (PROJECT NUMBER: LS23-0030)

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the lot split of LOT 1 & 2 OF ROLLING HILLS SUBDIVISION, creating new LOT 42 & 43 OF ROLLING HILLS SUBDIVISION, to the City of Bentonville, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on June 20, 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 1 & 2 OF ROLLING HILLS SUBDIVISION creating new LOT 42 & 43 OF ROLLING HILLS 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 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:

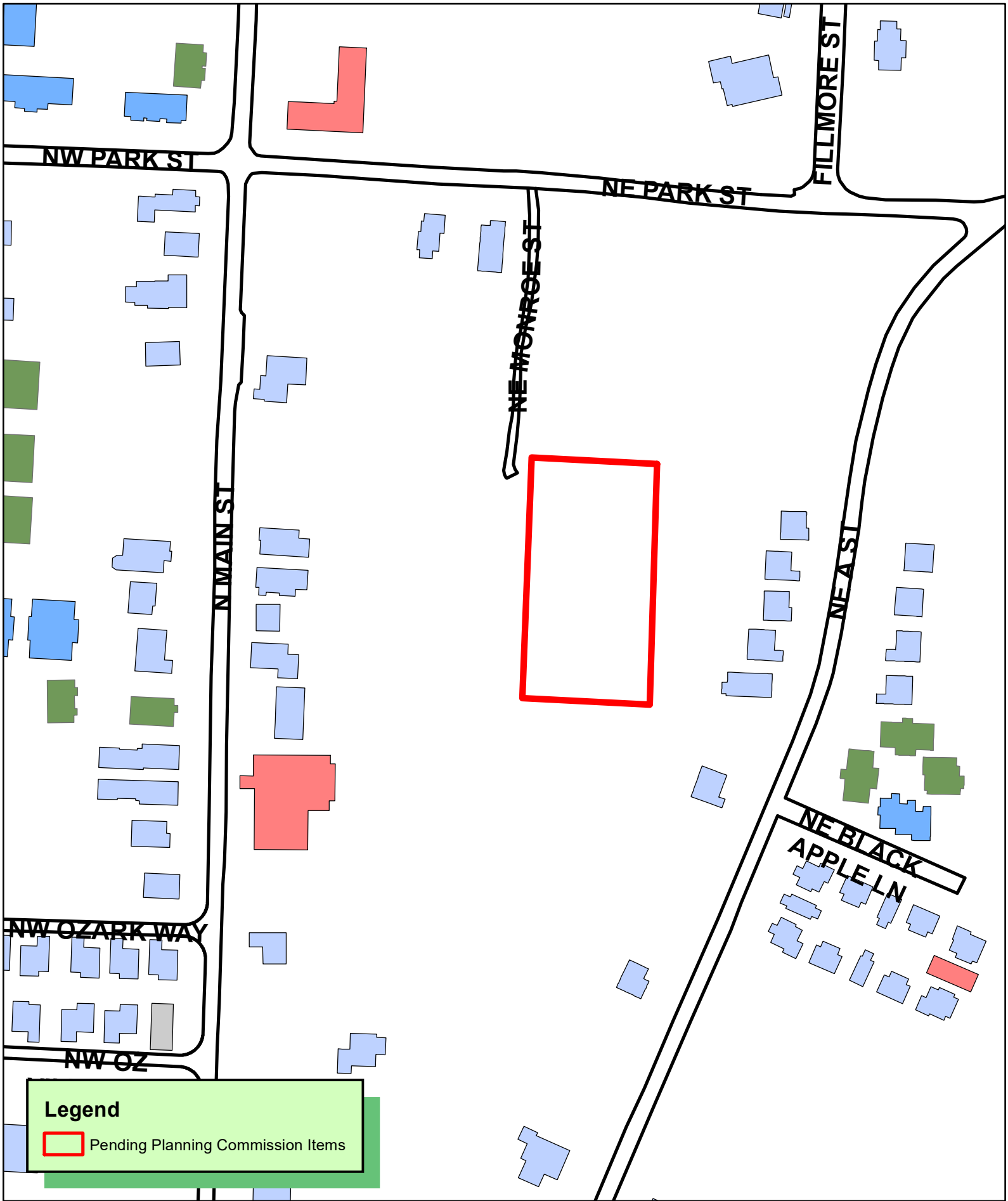
_____

Stephanie Orman, Mayor

ATTEST:

_____

Kirby Romines, City Clerk



N
W E
S

1 inch = 150 feet

PLA23-0014
PROPERTY LINE ADJUSTMENT
W A BURKS ADDITION
LOTS 1-6 BLOCK 9 CREATING LOT 29

"Exhibit A"

PROPERTY LINE ADJUSTMENT

LOTS 1, through 6, BLOCK 9

W. A. BURK'S ADDITION

Creating Lot 29, BLOCK 9

BENTONVILLE, ARKANSAS

SURVEY NOTES:

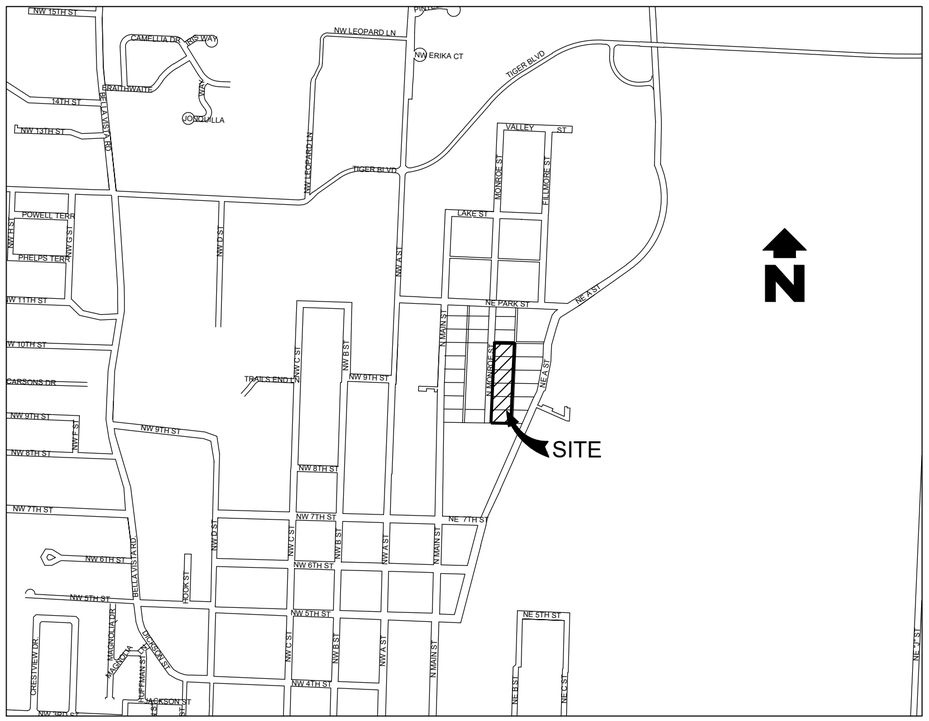
1. Except as specifically stated or shown on this plat, the survey does not purport to reflect any of the following which may be applicable to the subject real estate:

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

2. Every document of record reviewed and considered as a part of this survey is noted hereon. Only the documents noted hereon were supplied the surveyor.
3. This plat represents a boundary survey of the parcel recorded in Deed Records, Book 2009, Page 50118 and Plats O-156 and 16-40 filed at the court house in Benton County, Arkansas.
4. Basis of Bearings: The West Boundary of Section 28, T-20-N, R-31-W per a Plat Book 2009, Pg. 380.
5. Basis of Elevation: NAVD88, checking with OPUS.
6. This survey is valid only if the drawing includes the seal and signature of the surveyor.
7. This survey meets current "Arkansas Minimum Standards for Property Boundary Surveys and Plats".
8. No abstract of title, title commitment, nor results of title searches were furnished the surveyor. There may exist other documents of record which would affect this parcel.
9. Declaration is made to the original purchaser of the survey and is not transferable to any additional institutions or subsequent owners.
10. The hereon described property is classed Rural.
11. This property is zoned R-1 (Residential).
12. Building setbacks shall be per the current zoning district as stated in the most recent City of Bentonville Zoning Code. Visit www.bentonvilleplanning.com or call the Planning Dept. at 479-271-3122 for more information.
13. No building setback lines are shown graphically on the survey. Setback dimensions are based on the orientation of the building(s) to be constructed.
14. Subsurface and environmental conditions were not examined nor considered a part of this survey.
15. The locations of underground utilities as shown hereon are based on such above ground structures as were visible at the time of survey, and/or from record drawings provided to the surveyor. The location of underground utilities and or structures may vary from locations shown hereon. No excavations were made during the progress of this survey to locate underground utilities/structures.
16. No attempt has been made as a part of this boundary survey to obtain or show data concerning existence, size, depth, condition, capacity, or location of any utility or facilities.

CITY REQUIRED NOTES

1. *There may not be fences or other structures built in any drainage easement.*
2. *Sidewalks shall be the responsibility of the builder/owner at the time of building permit issuance.*
3. *Public Water is available only by extending a water main from NW Park Street.*
   Public Sewer is only available by residential pump and force main to Manhole 361-616
   Owner/Developer shall coordinate with all local utilities for any future need for water and/or sewer.
   Electric service is available on the site.
4. *Before any work in the right of way commences, contractor or owner is to obtain a right of way permit from the City of Bentonville Transportation Department.*
5. *All structures must maintain minimum of 20' clearances from all electric lines.*
6. *New structures must maintain a minimum 20' clearance from all electric lines*
7. *Contact the service coordinator for Bentonville Electric at 479-271-3139 for questions about equipment conflicts or service needs.*
8. *Any cost associated with relocating Bentonville Electric appurtenances will be the responsibility of the owner/developer and shall include labor, materials, loss of equipment, including but not limited to wire, conduit, elbows, etc.*



VICINITY MAP

Not to Scale
ATLAS PAGE # 361

FLOOD STATEMENT:

(BY GRAPHICAL PLOTTING ONLY)
This property is not located within any presently established 100-year flood plain as determined by the National Flood Insurance Program, flood insurance rate map for Benton County, Arkansas. Map Number 05007C0090J. Revised date September 28, 2007.

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

DEED DESCRIPTION PARCEL ID # 01-04544-000:

LOTS 1, THROUGH 6, (INCLUSIVE) BLOCK 9, W.A. BURK'S ADDITION AND ONE HALF OF THE VACATED MONROE STREET RIGHT OF WAY ALL IN THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN IN PLAT BOOK "A", PAGES 81 AND PLAT BOOK "A" AT PAGE 119.

LOT 29 DESCRIPTION:

LOTS 1, 2, 3, 4, 5 AND 6, BLOCK 9, W.A. BURK'S ADDITION AND ONE HALF OF THE VACATED MONROE STREET RIGHT OF WAY ALL IN THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN IN PLAT RECORD L201905928, IN THE PUBLIC RECORDS OF BENTON COUNTY ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 6, BLOCK 9, W.A. BURK'S ADDTION AS SHOWN IN PLAT BOOK L201905928, BEING A FOUND ⅝" REBAR WITH CAP #1002 ON THE EAST WAY OF THE N.E. MONROE STREET VACATED PER ORDINANCE # 2023-151, FILED AS DOCUMENT # L202330160; THENCE ALONG THE NORTH LINE OF SAID LOT 6 OF BLOCK 9, S87°06'57"E 154.47 FEET TO A FOUND " REBAR WITH CAP #1002; THENCE ALONG THE WEST LINE OF A PLATTED ALLEY AS SHOWN ON PLATS "A" 81 AND 119, AND SHOWN ON PLAT L201905928, S01°40'57"E 296.64 FEET TO A FOUND ⅝" REBAR WITH CAP #1002 BEING THE SOUTHEAST CORNER OF LOT 1, BLOCK 9 OF SAID W.A. BURK'S ADDITION; THENCE ALONG THE SOUTH LINE OF SAID LOT 1, N87°07'05"W 182.47 FEET TO A SET 5/8" REBAR WITH CAP #1002 BEING THE CENTER OF THE VACATED MONROE STREET RIGHT OF WAY; THENCE ALONG THE CENTERLINE OF THE SAID VACATED RIGHT OF WAY, N02°16'26"W 296.60 FEET TO A SET ⅝" REBAR WITH CAP #1002; THENCE S87°06'57"E 25.00 FEET TO THE POINT OF BEGINNING CONTAINING 53,682 SQ FT OR 1.23 ACRES MORE OR LESS AND SUBJECT TO ANY AND ALL EASEMENTS OF RECORD OR OF FACT.

UTILITY EASEMENT DESCRIPTION:

A PUBLIC UTILITY EASEMENT BEING 10' WIDE AND RUNNING ALONG AND PARALLEL TO THE NORTH LINE OF THE EAST ONE HALF OF THE N.E. MONROE STREET RIGHT OF WAY BETWEEN BLOCK 5 AND BLOCK 9 OF W.A. BURK'S ADDITION AS VACATED BY ORDINANCE #2023-151 AND FILED IN RECORD # L202330160

CERTIFICATE OF OWNERSHIP:

We the undersigned, owners of the real estate shown and described herein, do hereby certify that we have laid off, platted, and subdivided and do hereby lay off, plat, subdivide said real estate in accordance with this plat and do hereby dedicate to use of the public the streets, alleys, drives, easements, etc. as shown on said plat.

Date of Execution: _____

Print: _____

Signed:_____

OWNER
Main Monroe Holdings LLC
6905 S. 1300 E #477
Cottonwood Heights, Utah
84047-1817
mtaylor@bluecrane.us

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 Chairman

Signed _____
Mayor, City of Bentonville

Signed _____
City Clerk, City of Bentonville

SURVEYOR'S CERTIFICATE:

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

Date of Execution: _____

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

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

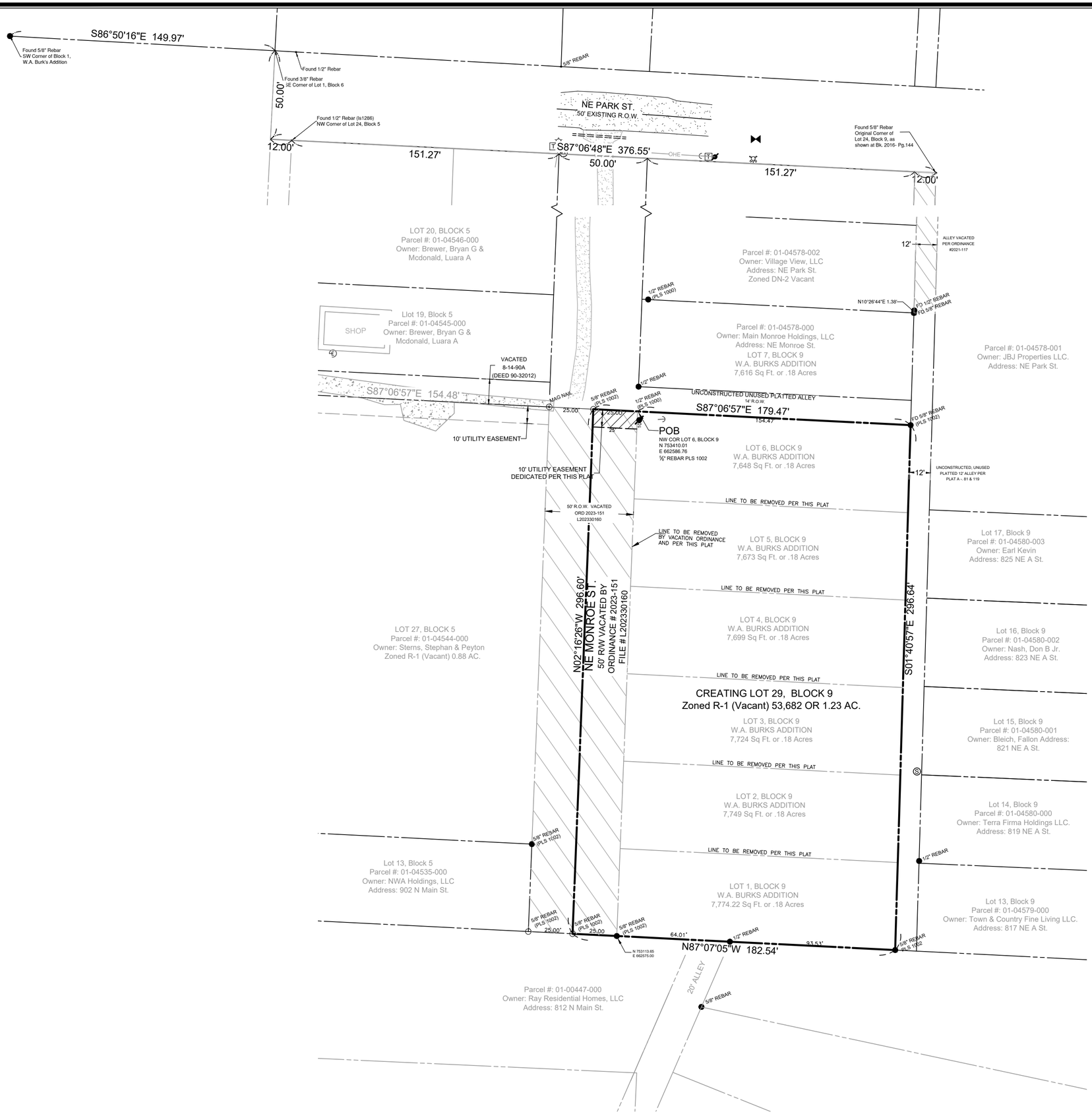
REGISTERED
STATE OF ARKANSAS
PROFESSIONAL LAND SURVEYOR
C. ED GRAY
SIGNATURE

PRELIMINARY

COB PROJECT # PLA23-0014

23024 LOT COMBINATION W.A. BURK'S ADDITION

"Exhibit A"



N

40 0 40

SCALE: 1" = 40'

BASIS OF BEARINGS:

ARKANSAS-NORTH
STATE PLANE GRID
FOUND 5/8" REBAR BEING THE SW CORNER OF
LOT 2-A OF DEMMING'S SECOND ADDITION
N: 753110.429
E: 662638.919
CONVERGENCE: -01°17'03.56171"

SITE LEGEND

- FOUND MAGNAIL W/WASHER (AR1002)
- MONUMENT FOUND (AS NOTED)
- MONUMENT SET (AS NOTED)
- UTILITY POLE
- GUYWIRE
- WATER VALVE
- FIRE HYDRANT
- TELEPHONE RISER
- SIGN
- LIGHT POLE
- GAS METER
- SEWER MANHOLE
- PROPERTY LINES
- ADJOINING PROPERTY LINE
- EASEMENT LINE
- CONCRETE
- GRAVEL

NOTE:

Monroe Street is an undeveloped street with no physical centerline and the hereon platted portion of the right of way was vacated by Ordinance 2023-151, filed in Record L202330160 on June 16, 2023.

COB PROJECT # PLA23-0014

OWNER:
MAIN MONROE HOLDINGS, LLC
125 WEST CENTRAL SUITE 200
BENTONVILLE, AR 72712
mtaylor@BLUECRANE.US

SHEET: PROPERTY LINE ADJUSTMENT

PROJECT: COMBINING LOTS 1 THROUGH 6 OF BLOCK 9 OF W.A. BURK'S ADDITION CREATING LOT 29 OF BLOCK 9 W.A. BURK'S ADDITION BENTONVILLE, ARKANSAS

REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF ARKANSAS
NO. 1
ED GRAY
PRELIMINARY

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

PLS:	Ed Gray
CAD:	KB
FIELD:	MJH
SCE PROJECT #:	23024
DATE:	04/28/2023
SHEET:	2 OF 2

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF LOTS 1-6, BLOCK 9 OF W. A. BURK'S ADDITION; CREATING NEW LOT 29, BLOCK 9 OF W. A. BURK'S ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS; AND FOR OTHER PURPOSES.

(PROJECT NUMBER: PLA23-0014)

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the property line adjustment of LOTS 1-6, BLOCK 9 OF W. A. BURK'S ADDITION; creating new LOT 29, BLOCK 9 OF W. A. BURK'S ADDITION to the City of Bentonville, Benton County, Arkansas was submitted to the Bentonville Planning Commission on June 20, 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 1-6, BLOCK 9 OF W. A. BURK'S ADDITION creating new LOT 29, BLOCK 9 OF W. A. BURK'S 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

PLA23-0015
PROPERTY LINE ADJUSTMENT
CURTIS HEIGHTS SUBDIVISION
LOTS 9-10 CREATING LOTS 16-17

"Exhibit A"

OWNER DEVELOPER

JOHN & JOHNNA GOINS,
810 NW 13TH ST
BENTONVILLE AR 727
(417) 437-5921

SURVEYOR

OWN, INC.
ADDRESS: 5311 VILLAGE PKWY,
ROGERS, AR 72758
PHONE (479) 286-8181
INFO@WEAREOWN.COM

CERTIFICATE OF OWNERSHIP

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

DATE OF EXECUTION: _____

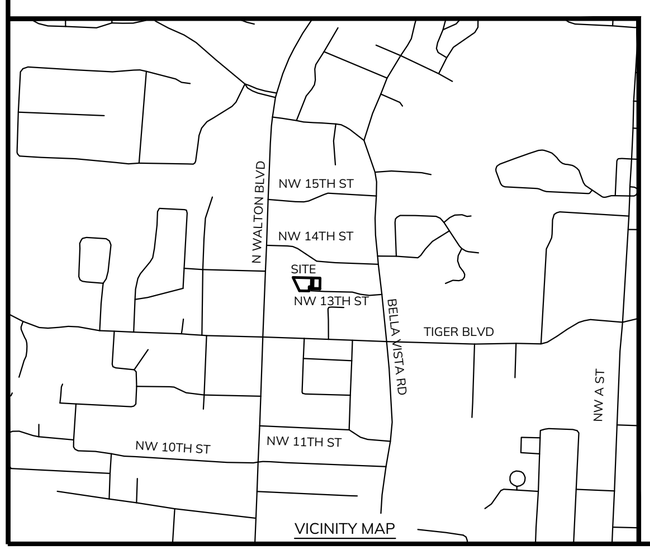
SIGNED :_____
JOHN GOINS

SIGNED :_____
JOHNNA GOINS

OWNERS ADDRESS:_____

_____

SOURCE OF TITLE: INSTR. L202123637 & INSTR. L202274538



VICINITY MAP

NOTES

1. THIS PLAT REPRESENTS A BOUNDARY SURVEY OF LOT 9 AND LOT 10, CURTIS HEIGHTS PER PLAT BK. H, PG 38,
2. NO TITLE REPORT, TITLE RESEARCH OR TITLE COMMITMENT WERE PROVIDED TO SURVEYOR AT THE TIME OF SURVEY.
3. THIS SURVEY MEETS THE ARKANSAS MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS FOR PROPERTY CLASS A (URBAN AREA DESIGNATION).
4. BASIS OF BEARINGS: NAD83 STATE PLANE COORDINATE SYSTEM, NORTH ZONE ESTABLISHED BY OPUS.
5. CURRENT ZONING : R-1 (LOW DENSITY SINGLE FAMILY RESIDENTIAL).
6. FRONT SETBACK 25' PER VARIANCE VAR22-0019.
7. ALL STRUCTURES MUST MAINTAIN MINIMUM OF 20' CLEARANCES FROM ALL ELECTRIC LINES.
8. FRONT SETBACK - 25 FEET PER VARIANCE VAR22-0019
9. 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.
10. 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.
11. OWNER/DEVELOPER SHALL COORDINATE WITH ALL LOCAL UTILITIES TO ENSURE THAT EACH LOT HAS WATER, SEWER AND ELECTRIC SERVICE.
12. SIDEWALKS SHALL BE THE RESPONSIBILITY OF THE BUILDER/OWNER AT TIME OF BUILDING PERMIT ISSUANCE.
13. THERE MAY NOT BE FENCES OR ANY OTHER STRUCTURES BUILT IN ANY DRAINAGE EASEMENTS.
14. SETBACKS SHALL BE PER THE CURRENT ZONING DISTRICT AS STATED IN THE MOST RECENT CITY OF BENTONVILLE ZONING CODE. FOR MORE INFO VISIT WWW.BENTONVILLEPLANNING.COM OR CALL THE PLANNING DEPARTMENT @ 479-271-3122.
15. FIELD VISIT: 05/02/2023.

SETBACK CHART

ZONED: R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL

FRONT SETBACK - 25 FEET PER VAR22-0019
SIDE (INTERIOR) SETBACK - 7 FEET
SIDE (EXTERIOR) SETBACK - 20 FEET
REAR SETBACK - 25 FEET

SURVEY DESCRIPTION PUBLIC R/W

PART OF LOT 9 AND LOT 10, CURTIS HEIGHTS SUBDIVISION, PER PLAT BK. H, PG 38, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 1/2-INCH REBAR AT THE SOUTHEAST CORNER OF LOT 11 OF SAID CURTIS HEIGHTS SUBDIVISION; THENCE ALONG THE NORTH RIGHT OF WAY OF NW 13TH ST., N88°45'51"W 80.11 FEET TO THE SOUTHEAST CORNER OF SAID LOT 10 AND THE POINT OF BEGINNING;

THENCE ALONG SAID NORTH RIGHT OF WAY, N88°45'51"W 80.00 FEET TO A FOUND MAG NAIL WITH WASHER PLS 1759; THENCE N01°14'09"E 5.00 FEET; THENCE DEPARTING SAID NORTH RIGHT OF WAY, S88°45'51"E 80.00 FEET TO A FOUND 5/8-INCH REBAR WITH CAP PLS 1759 ON THE EAST LINE OF SAID LOT 10; THENCE ALONG SAID EAST LINE , S01°14'09"W 5.00 FEET TO THE POINT OF BEGINNING, CONTAINING 400 SQUARE FEET OR 0.01 ACRES, MORE OR LESS, SUBJECT TO ANY EASEMENTS, COVENANTS OR RESTRICTIONS OF RECORD OR FACT.

CERTIFICATE OF APPROVAL

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

DATE OF EXECUTION: _____

SIGNED _____
BENTONVILLE COMMUNITY DEVELOPMENT DIRECTOR

FLOOD NOTE

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS IN ZONE X OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 05007C0090J, WHICH BEARS AN EFFECTIVE DATE OF SEPTEMBER 28, 2007, AND IS IN NOT A SPECIAL FLOOD HAZARD AREA. NO FIELD SURVEYING WAS PERFORMED TO DETERMINE THIS ZONE.

LEGAL DESCRIPTION LOT 9

ALL OF LOT 9, CURTIS HEIGHTS SUBDIVISION, PER PLAT BK. H, PG 38, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS.

LEGAL DESCRIPTION LOT 10

ALL OF LOT 10, CURTIS HEIGHTS SUBDIVISION, PER PLAT BK. H, PG 38, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS.

SURVEY DESCRIPTION LOT 17

PART OF LOT 10, CURTIS HEIGHTS SUBDIVISION, PER PLAT BK. H, PG 38, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 1/2-INCH REBAR AT THE SOUTHEAST CORNER OF LOT 11 OF SAID CURTIS HEIGHTS SUBDIVISION;

THENCE N88°45'51"W 80.11 FEET TO THE SOUTHEAST CORNER OF SAID LOT 10; THENCE ALONG THE EAST LINE OF SAID LOT 10, N01°14'09"E 5.00 FEET TO A FOUND 5/8-INCH REBAR WITH CAP PLS 1759 AND THE POINT OF BEGINNING;

THENCE N88°45'51"W 61.41 FEET TO A SET 5/8-INCH REBAR WITH CAP PLS 1759; THENCE N01°14'09"E 97.71 FEET TO A SET 5/8-INCH REBAR WITH CAP PLS 1759 ON THE NORTH LINE OF SAID CURTIS HEIGHTS SUBDIVISION; THENCE ALONG SAID NORTH LINE S88°45'51"E 61.41 FEET TO A FOUND 5/8-INCH REBAR AT THE NORTHEAST CORNER OF SAID LOT 10; THENCE S01°14'09"W 97.71 FEET TO THE POINT OF BEGINNING, CONTAINING 6,001 SQUARE FEET OR 0.14 ACRES, MORE OR LESS, SUBJECT TO ANY EASEMENTS, COVENANTS OR RESTRICTIONS OF RECORD OR FACT.

SURVEY DESCRIPTION LOT 16

ALL OF LOT 9 AND PART OF LOT 10, CURTIS HEIGHTS SUBDIVISION, PER PLAT BK. H, PG 38, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 1/2-INCH REBAR AT THE SOUTHEAST CORNER OF LOT 11 OF SAID CURTIS HEIGHTS SUBDIVISION;

THENCE ALONG THE SOUTH LINE OF SAID LOT 11, N88°45'51"W 80.11 FEET TO THE EAST LINE OF SAID LOT 10; THENCE ALONG SAID EAST LINE, N01°14'09"E 5.00 FEET TO A FOUND 5/8-INCH REBAR WITH CAP PLS 1759; THENCE N88°45'51"W 61.41 FEET TO A SET 5/8-INCH REBAR WITH CAP PLS 1759 FOR THE POINT OF BEGINNING;

THENCE N88°45'51"W 18.59 FEET TO A FOUND MAG NAIL WITH WASHER PLS 1759 AT THE SOUTHWEST CORNER OF SAID LOT 10; THENCE ALONG THE WEST LINE OF SAID LOT 10, N01°14'09"E 15.00 FEET TO A FOUND 5/8-INCH REBAR WITH CAP PLS 1759 AT THE SOUTHEAST CORNER OF SAID LOT 9; THENCE ALONG THE SOUTH LINE OF SAID LOT 9 THE FOLLOWING (3) THREE COURSES:

1.) N88°45'51"W 20.00 FEET TO A FOUND MAG NAIL WITH WASHER PLS 1759;
2.) S01°14'09"W 40.00 FEET TO A FOUND REBAR WITH CAP PLS 1759;
3.) N88°45'51"W 90.25 FEET TO A FOUND REBAR WITH CAP PLS 1759 AT THE SOUTHWEST CORNER OF SAID LOT 9;
THENCE N25°17'22"W 137.15 FEET TO A FOUND 5/8-INCH REBAR WITH CAP PLS 1759 AT THE NORTHWEST CORNER OF SAID LOT 9; THENCE ALONG THE NORTH LINE OF SAID LOT 9, S88°45'51"E 171.50 FEET TO THE NORTHWEST CORNER OF LOT 10; THENCE ALONG THE NORTH LINE OF SAID LOT 10, S88°45'51"E 18.59 FEET TO A SET 5/8-INCH REBAR WITH CAP PLS 1759; THENCE DEPARTING SAID NORTH LINE, S01°14'09"W 97.71 FEET TO THE POINT OF BEGINNING, CONTAINING 18,304 SQUARE FEET OR 0.42 ACRES, MORE OR LESS, SUBJECT TO ANY EASEMENTS, COVENANTS OR RESTRICTIONS OF RECORD OR FACT.

CERTIFICATE OF SURVEYING ACCURACY

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

DATE OF EXECUTION: _____

SIGNED: _____
REGISTERED LAND SURVEYOR
NO. 1759
STATE OF ARKANSAS

CERTIFICATE OF AUTHORIZATION
Anderson Engineering Inc.
No. 335
ARKANSAS

REGISTERED
STATE OF ARKANSAS
NO.1759
SIGNATURE
NIKOLAY NEDKOV
PROFESSIONAL LAND SURVEYOR

STATE PLAT CODE: 500-20N-30W-0-19-330-04-1759

CITY OF BENTONVILLE PROJECT NO PLA23-0015

OWN Engineering beyond.™
5311 W. VILLAGE PKWY
ROGERS, AR 72758
479.286.8181
WEAREOWN.COM
FORMERLY ANDERSON ENGINEERING

DRAWING INFO.
FIELD BY: NKN
DRAWN BY: NKN
CHECK BY: NKN
DATE: 5/8/23
FIELD BOOK:
JOB NUMBER: 23R020025

REVISIONS

NO.	DESCRIPTION	BY	DATE
1	ADDRESS COMMENTS	5/30/23	NKN
2	ADDRESS COMMENTS	6/12/23	NKN
3	ADDRESS COMMENTS	6/19/23	NKN
4	ADDRESS COMMENTS	6/20/23	NKN

COPYRIGHT OWN, INC. 2023

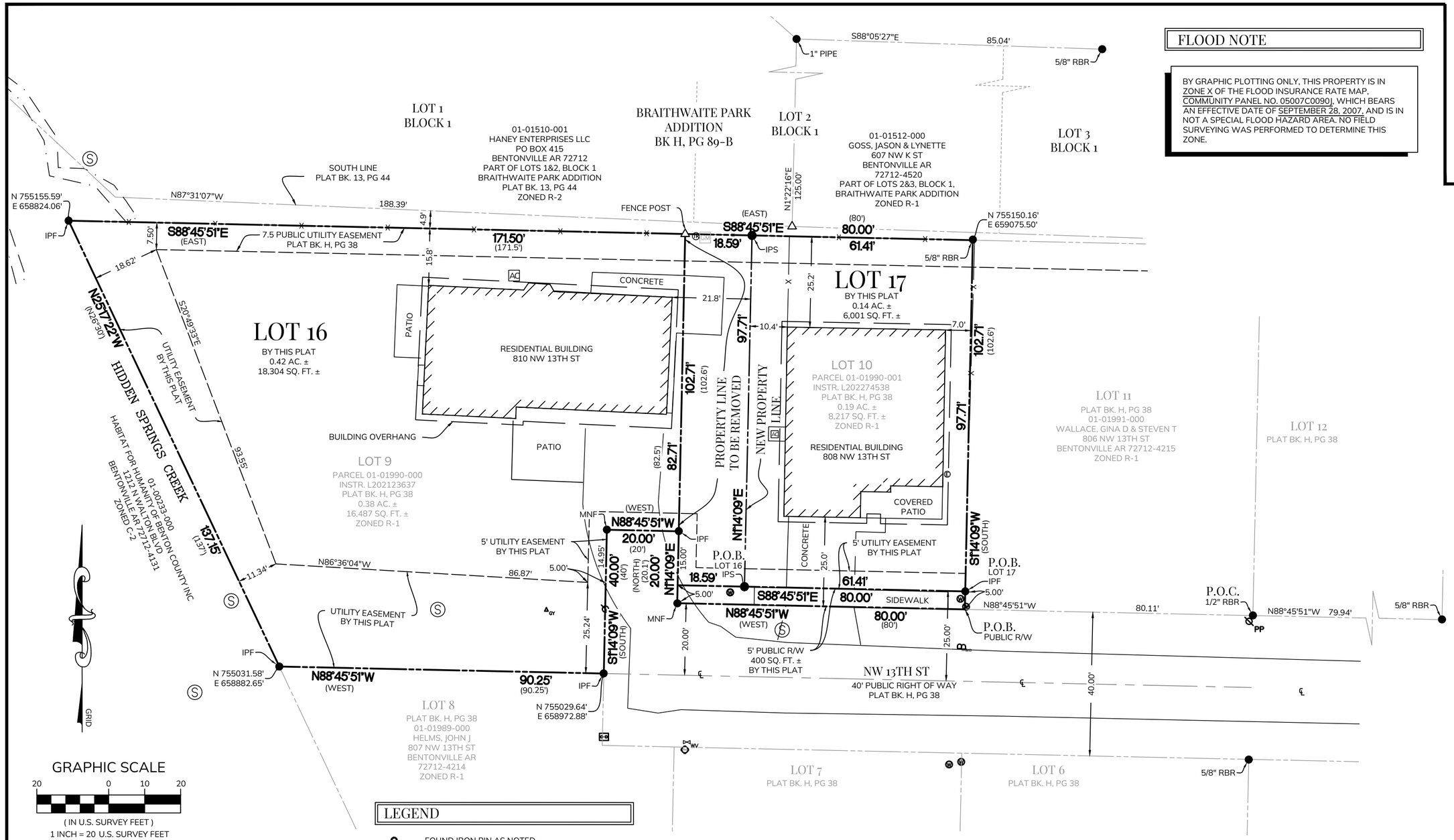
JOHN GOINS
PROPERTY LINE ADJUSTMENT
LOT 9 AND LOT 10
CREATING LOT 16 AND LOT 17
CURTIS HEIGHTS
SW1/4 SW1/4 SECTION 19 T20N R30W
CITY OF BENTONVILLE
BENTON COUNTY, ARKANSAS

DRAWING NO.
NWA-100-0323
SHEET NUMBER
1
OF 2

"Exhibit A"

FLOOD NOTE

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS IN ZONE X OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 05007C0090J, WHICH BEARS AN EFFECTIVE DATE OF SEPTEMBER 28, 2007, AND IS IN NOT A SPECIAL FLOOD HAZARD AREA. NO FIELD SURVEYING WAS PERFORMED TO DETERMINE THIS ZONE.



GRAPHIC SCALE

20 0 10 20

(IN U.S. SURVEY FEET)

1 INCH = 20 U.S. SURVEY FEET

LEGEND

- FOUND IRON PIN AS NOTED
- IPF FOUND 5/8" REBAR WITH CAP PLS 1759
- MNF FOUND MAG NAIL WITH WASHER PLS 1759
- IPS SET 5/8" PIN WITH CAP "PLS 1759"
- COMPUTED POINT
- POWER POLE W/ GUY
- SANITARY SEWER MANHOLE
- SIGN / WITNESS POST
- FH FIRE HYDRANT
- WV WATER VALVE
- GM GAS METER
- SCO SEWER CLEANOUT
- WATER METER
- MB MAIL BOX
- GY GUY WIRE
- AC AIR CONDITIONER
- PROPERTY LINE
- CENTERLINE
- EASEMENT LINE
- RIGHT-OF-WAY LINE
- ADJACENT LOTS / PARCELS
- (XXXX) RECORD CALL PER PLAT BK. H, PG 38
- TOP & TOE OF CREEK
- X WOODEN FENCE
- ORIGINAL LOT LINE BRAITHWAITE PARK ADDITION BK H, PG 89-B

CERTIFICATE OF AUTHORIZATION
Anderson Engineering Inc.
No. 335
ARKANSAS

REGISTERED
STATE OF ARKANSAS
NO.1759
SIGNATURE
NIKOLAY MEDKOV
PROFESSIONAL LAND SURVEYOR

STATE PLAT CODE: 500-20N-30W-0-19-330-04-1759

OWN
Engineering beyond.™
5311 W. VILLAGE PKWY
ROGERS, AR 72758
479.286.8181
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FORMERLY ANDERSON ENGINEERING

DRAWING INFO.

FIELD BY:	NKN
DRAWN BY:	NKN
CHECK BY:	NKN
DATE:	5/8/23
FIELD BOOK:	
JOB NUMBER:	23R020025

REVISIONS

NO.	DESCRIPTION	BY	DATE
1	ADDRESS COMMENTS	NKN	5/30/23
2	ADDRESS COMMENTS	NKN	6/12/23
3	ADDRESS COMMENTS	NKN	6/19/23
4	ADDRESS COMMENTS	NKN	6/20/23

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JOHN GOINS

PROPERTY LINE ADJUSTMENT
LOT 9 AND LOT 10
CREATING LOT 16 AND LOT 17
CURTIS HEIGHTS

SW1/4 SW1/4 SECTION 19 T20N R30W
CITY OF BENTONVILLE
BENTON COUNTY, ARKANSAS

DRAWING NO.
NWA-100-0323

SHEET NUMBER
2
OF 2

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF LOTS 9 & 10 OF CURTIS HEIGHTS SUBDIVISION; CREATING NEW LOTS 16 & 17 OF CURTIS HEIGHTS SUBDIVISION TO THE CITY OF BENTONVILLE, ARKANSAS; AND FOR OTHER PURPOSES.

(PROJECT NUMBER: PLA23-0015)

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the property line adjustment of LOTS 9 & 10 OF CURTIS HEIGHTS SUBDIVISION; creating new LOTS 16 & 17 OF CURTIS HEIGHTS SUBDIVISION to the City of Bentonville, Benton County, Arkansas was submitted to the Bentonville Planning Commission on June 20, 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 9 & 10 OF CURTIS HEIGHTS SUBDIVISION creating new LOTS 16 & 17 OF CURTIS HEIGHTS SUBDIVISION to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes;

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

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:

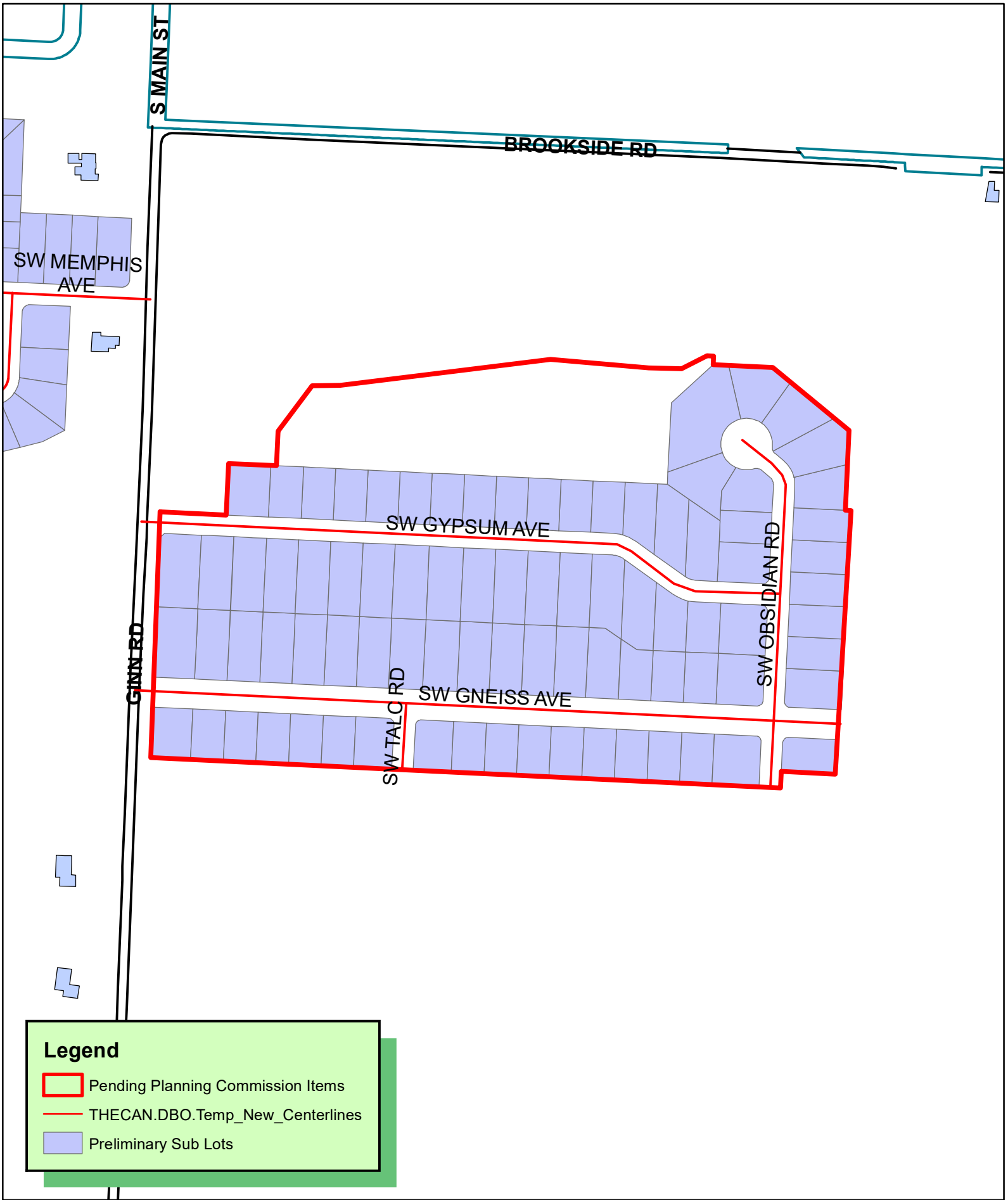
_____

Stephanie Orman, Mayor

ATTEST:

_____

Kirby Romines, City Clerk



N
W E
S

1 inch = 283 feet

FP22-0006
FINAL PLAT
MOUNTAINBROOK SUBDIVISION

"Exhibit A"

GRAPHIC SCALE IN FEET

100' 0 100'

BASIS OF BEARING: ARKANSAS STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NAD 83 HORIZONTAL DATUM AND NAVD 88 VERTICAL DATUM DETERMINED BY GPS OBSERVATION ON THE CITY OF BENTONVILLE CONTROL MONUMENTS USING THEIR PUBLISHED VALUES.
BEARING: GRID
DISTANCE: GRID
CONVERGENCE ANGLE: -01°19'47.00"
COMBINED SCALE FACTOR: 0.99996216
VALUE CALCULATED AT THE P.O.B. CORNER OF THIS SURVEY,

PARCEL LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	14.77'	S87° 15' 55"E
L2	20.00'	S2° 44' 05"W
L3	13.01'	S87° 15' 55"E
L4	7.00'	N87° 15' 55"W
L5	38.00'	S2° 44' 05"W
L6	24.37'	S50° 29' 36"E
L7	24.37'	S50° 29' 36"E
L8	17.19'	N47° 44' 05"E
L9	5.94'	S42° 15' 55"E
L10	6.10'	N47° 44' 05"E
L11	28.38'	N2° 44' 05"E

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	31.51'	55.00'	32°49'47"	N70° 51' 01"W	31.09'
C2	60.16'	105.00'	32°49'47"	N70° 51' 01"W	59.34'
C3	31.51'	55.00'	32°49'47"	S70° 51' 01"E	31.09'
C4	60.16'	105.00'	32°49'47"	S70° 51' 01"E	59.34'
C5	21.21'	13.50'	90°00'00"	N42° 15' 55"W	19.09'
C6	21.21'	13.50'	90°00'00"	S47° 44' 05"W	19.09'
C7	21.21'	13.50'	90°00'00"	N47° 44' 05"E	19.09'
C8	21.21'	13.50'	90°00'00"	N42° 15' 55"W	19.09'
C9	23.23'	25.00'	53°13'41"	N23° 52' 46"W	22.40'
C10	69.68'	75.00'	53°13'41"	N23° 52' 46"W	67.20'
C11	18.19'	18.50'	56°20'55"	N78° 40' 04"W	17.47'
C12	18.19'	18.50'	56°20'55"	S22° 19' 09"E	17.47'
C13	306.51'	60.00'	292°41'49"	S39° 30' 24"W	66.50'
C14	21.21'	13.50'	90°00'00"	N47° 44' 05"E	19.09'
C15	21.21'	13.50'	90°00'00"	S42° 15' 55"E	19.09'
C16	21.21'	13.50'	90°00'00"	N42° 15' 55"W	19.09'
C17	21.21'	13.50'	90°00'00"	S47° 44' 05"W	19.09'

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C18	43.25'	60.00'	41°17'52"	S86° 11' 35"E	42.32'
C19	47.98'	60.00'	45°49'17"	S42° 38' 00"E	46.72'
C20	101.33'	60.00'	96°45'58"	S28° 39' 38"W	89.71'
C21	50.67'	60.00'	48°22'59"	N78° 45' 54"W	49.17'
C22	63.28'	60.00'	60°25'42"	N24° 21' 33"W	60.39'
C23	24.54'	105.00'	13°23'26"	N80° 34' 12"W	24.48'
C24	35.62'	105.00'	19°26'22"	N64° 09' 18"W	35.45'
C25	29.88'	55.00'	31°07'22"	S71° 42' 14"E	29.51'
C26	41.14'	105.00'	22°27'00"	S65° 39' 38"E	40.88'
C27	19.02'	105.00'	10°22'47"	S82° 04' 31"E	19.00'
C28	48.29'	75.00'	36°53'37"	N32° 02' 48"W	47.46'
C29	21.38'	75.00'	16°20'04"	N5° 25' 57"W	21.31'
C30	47.42'	80.00'	33°57'45"	N78° 47' 40"W	46.73'
C31	20.11'	80.00'	14°24'08"	N54° 36' 44"W	20.06'
C32	49.83'	80.00'	35°41'15"	N29° 34' 02"W	49.03'
C33	73.14'	95.00'	44°06'51"	N19° 19' 20"W	71.35'

REGISTERED
STATE OF ARKANSAS
NO. 1460
SIGNATURE
KEVIN J. MONTGOMERY
PROFESSIONAL LAND SURVEYOR

ATLAS PAGE: 481

CITY OF BENTONVILLE
PROJECT NUMBER: FP22-0006

SHEET 3 OF 6

SHEET 4 OF 6

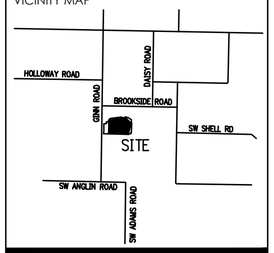
SHEET 5 OF 6

SHEET 6 OF 6

RECORD INFORMATION

STATE PLAT CODE:
500-19N-31W-0-09-102-04-1460

VICINITY MAP



FINAL PLAT
MOUNTAINBROOK
SUBDIVISION

PREPARED FOR:
BENTONVILLE HOUSING PARTNERS, LP

BENTONVILLE ARKANSAS

DATE: 06/05/2023
PROJECT NO: 19112300
CONTACT: K MONTGOMERY

901 N. 47th St., Suite 400
Rogers, Arkansas 72756
Crafton Tull
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479.636.4838 t 479.631.6224 f
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CERTIFICATE OF AUTHORIZATION:

CERTIFICATE OF AUTHORIZATION
CRAFTON, TULL & ASSOCIATES, INC.
No. 109
ARKANSAS ENGINEER

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DELTA	DESCRIPTION	DATE

SHEET NO.:
2 OF 6

DRAWING: G:\19\12300_STONEBRIDGE\INFRASTRUCTURE\SURVEY\DWG\19112300_FINAL PLAT.DWG
LAYOUT: LAYOUT2 LAST SAVED: KM474, 6/5/2023 10:48:33 AM
LAST PLOTTED BY: KEVIN MONTGOMERY, 6/5/2023 10:51:04 AM [PLOTTED BY:* VALID ON HARD COPY ONLY]

"Exhibit A"

GRAPHIC SCALE IN FEET
50' 0 50'

BASIS OF BEARING: ARKANSAS STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NAD 83 HORIZONTAL DATUM AND NAVD 88 VERTICAL DATUM DETERMINED BY GPS OBSERVATION ON THE CITY OF BENTONVILLE CONTROL MONUMENTS USING THEIR PUBLISHED VALUES.

LEGEND
- FOUND 5/8" IRON PIN
- CALCULATED
- SET 5/8" IRON PIN
- PROPERTY LINE
- RIGHT OF WAY
- EXISTING EASEMENT
- PROPOSED EASEMENT
- STREET CENTERLINE

REGISTERED STATE OF ARKANSAS NO. 1460 SIGNATURE KEVIN J. MONTGOMERY PROFESSIONAL LAND SURVEYOR

ATLAS PAGE: 481

CITY OF BENTONVILLE
PROJECT NUMBER: FP22-0006

BLE 100 YR FLOODPLAIN
FEMA MAPPED 100 YR FLOODPLAIN FLOODPLAIN
FEMA MAPPED 100 YR FLOODPLAIN
BLE 100 YR FLOODPLAIN
ZONE A
UNNAMED CREEK
N83° 40' 08"E 141.49'
N82° 37' 31"E 352.92'
N89° 14' 13"E 65.27'
N36° 49' 49"E 132.05'
N2° 44' 05"E 80.79'
S87° 15' 55"E 111.58'
S87° 15' 55"E 911.73'
S87° 15' 55"E 154.24'
S87° 15' 55"E 900.93'
S87° 15' 55"E 1042.23'
N2° 44' 05"E 120.00'
N2° 44' 05"E 423.72'
S2° 44' 05"W 171.70'
S2° 44' 05"W 163.70'
N2° 00' 07"E 423.72'
43.12'
62.16'
159.56'
159.51'
42.56'
CENTERLINE
GINN ROAD
20' UTILITY EASEMENT DOC L201887201
20' UTILITY EASEMENT DOC 2003-29454
20' UTILITY EASEMENT PER THIS PLAT
20' D.E. PER THIS PLAT
20' DRAINAGE EASEMENT PER THIS PLAT
SW GYPSUM AVE
50' R/W PER THIS PLAT
50'
25'
10'

LOT 84
UNBUILDABLE
DRAINAGE EASEMENT
248351 SQ FT
100 YEAR WSE = 1221.50

LOT 1 6500 11790 SQ FT MIN FF 1227.84
LOT 2 6406 9240 SQ FT MIN FF 1227.84
LOT 3 6404 9000 SQ FT MIN FF 1228.66
LOT 4 6402 8880 SQ FT MIN FF 1229.80
LOT 5 6400 8880 SQ FT MIN FF 1231.01
LOT 6 6306 9240 SQ FT MIN FF 1232.14
LOT 7 6304 9240 SQ FT MIN FF 1233.04
LOT 8 6302 9240 SQ FT MIN FF 1233.81
LOT 9 6300 8880 SQ FT MIN FF 1234.55
LOT 10 6206 9000 SQ FT MIN FF 1235.29
LOT 11 6205 12277 SQ FT
LOT 12 6207 12277 SQ FT
LOT 13 6209 12277 SQ FT
LOT 14 6207 12877 SQ FT
LOT 15 6301 12877 SQ FT
LOT 16 6303 12877 SQ FT
LOT 17 6305 13736 SQ FT
LOT 18 6307 13736 SQ FT
LOT 19 6401 12877 SQ FT
LOT 20 6403 12877 SQ FT
LOT 21 6405 12877 SQ FT
LOT 22 6407 12877 SQ FT
LOT 23 6501 13049 SQ FT
LOT 24 6503 13049 SQ FT
LOT 25 6505 16626 SQ FT
LOT 26 6504 15562 SQ FT
LOT 27 6502 12441 SQ FT
LOT 28 6500 12441 SQ FT
LOT 29 6406 12277 SQ FT
LOT 30 6404 12277 SQ FT
LOT 31 6402 12277 SQ FT
LOT 32 6400 12277 SQ FT
LOT 33 6306 13096 SQ FT
LOT 34 6304 13096 SQ FT
LOT 35 6302 12277 SQ FT
LOT 36 6300 12277 SQ FT
LOT 37 6206 12277 SQ FT

RECORD INFORMATION

STATE PLAT CODE:
500-19N-31W-0-09-102-04-1460

VICINITY MAP
HOLLOWAY ROAD
DAISY ROAD
GINN ROAD
BROOKSIDE ROAD
SW SHELL RD
SITE
SW ANGLIN ROAD
SW ADAMS ROAD

FINAL PLAT
MOUNTAINBROOK SUBDIVISION
PREPARED FOR: BENTONVILLE HOUSING PARTNERS, LP
BENTONVILLE ARKANSAS

DATE: 06/05/2023
PROJECT NO: 19112300
CONTACT: K MONTGOMERY

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CERTIFICATE OF AUTHORIZATION:
CERTIFICATE OF AUTHORIZATION CRAFTON, TULL & ASSOCIATES INC. No. 109 ARKANSAS ENGINEER

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DELTA	DESCRIPTION	DATE

SHEET NO.: 3 OF 6

DRAWING: G:\19112300_STONEBRIDGE\INFRASTRUCTURE\SURVEY\DWG\19112300_FINAL PLAT.DWG
LAYOUT: LAYOUT3, LAST SAVED: KM476, 6/5/2023 10:48:33 AM
LAST PLOTTED BY: KEVIN MONTGOMERY, 6/5/2023 10:51:17 AM [PLOTTED BY: VAUD ON HARD COPY ONLY]

"Exhibit A"

ZONE AE

GRAPHIC SCALE IN FEET
50' 0 50'

REGISTERED
STATE OF ARKANSAS
NO. 1460
SIGNATURE
KEVIN J. MONTGOMERY
PROFESSIONAL LAND SURVEYOR

ATLAS PAGE: 481

CITY OF BENTONVILLE
PROJECT NUMBER: FP22-0006

RECORD INFORMATION

STATE PLAT CODE:
500-19N-31W-0-09-102-04-1460

VICINITY MAP
HOLLOWAY ROAD
DAISY ROAD
GINN ROAD
BROOKSIDE ROAD
SW SHELL RD
SITE
SW ANGLIN ROAD
SW ADAMS ROAD

FINAL PLAT
MOUNTAINBROOK
SUBDIVISION

PREPARED FOR:
BENTONVILLE HOUSING PARTNERS, LP

BENTONVILLE ARKANSAS

ZONE A

FLOODWAY

BASE FLOOD ELEVATION 1219

BLE 100 YR FLOODPLAIN

LOT 84
UNBUILDABLE
DRAINAGE EASEMENT
248351 SQ FT
100 YEAR WSE = 1221.50

10' UTILITY EASEMENT PER THIS PLAT

20' UTILITY EASEMENT PER THIS PLAT

20' UTILITY EASEMENT DOC L201911012

LOT 61
3401
12562 SQ FT
MIN FF 1224.50

LOT 62
3403
13034 SQ FT
MIN FF 1224.50

LOT 63
3405
14507 SQ FT
MIN FF 1224.50

LOT 64
3407
10670 SQ FT
MIN FF 1224.50

LOT 65
3409
9976 SQ FT
MIN FF 1224.50

LOT 66
3411
9976 SQ FT
MIN FF 1225.09

LOT 67
3413
9976 SQ FT
MIN FF 1225.84

LOT 68
3501
9976 SQ FT
MIN FF 1226.59

LOT 69
3503
9976 SQ FT
MIN FF 1227.57

LOT 70

LOT 60
3404
13108 SQ FT
MIN FF 1224.50

LOT 59
3406
10676 SQ FT
MIN FF 1224.50

LOT 58
3408
8880 SQ FT
MIN FF 1224.50

LOT 57
3410
11043 SQ FT
MIN FF 1225.22

LOT 56
6102
12301 SQ FT
MIN FF 1227.59

LOT 55
6104
13288 SQ FT
MIN FF 1228.89

LOT 54
6200
10575 SQ FT
MIN FF 1232.11

LOT 53
6202
9023 SQ FT
MIN FF 1235.60

LOT 11
6204
9000 SQ FT
MIN FF 1236.04

LOT 10
6206
9000 SQ FT
MIN FF 1235.29

LOT 9
6300
8880 SQ FT
MIN FF 1234.55

LOT 8
6302
9240 SQ FT
MIN FF 1233.81

LOT 7
6304
40 SQ FT
FF 1233.04

SW OBSIDIAN RD
50' R/W PER THIS PLAT

SW GYPSUM AVE
50' R/W PER THIS PLAT

20' UTILITY EASEMENT PER THIS PLAT

20' DRAINAGE EASEMENT PER THIS PLAT

10' UTILITY EASEMENT

LOT 83
6201
13492 SQ FT

LOT 82
6105
10329 SQ FT

LOT 81
6103
8941 SQ FT

LOT 80
6101
12826 SQ FT

LOT 79
6100
12826 SQ FT

LOT 78
6102
8930 SQ FT

LOT 77
6104
8930 SQ FT

LOT 76
6200
9369 SQ FT

LOT 39
6202
12002 SQ FT

LOT 38
6204
12277 SQ FT

LOT 37
6206
12277 SQ FT

LOT 36
6300
12277 SQ FT

LOT 35
6302
12277 SQ FT

LOT 12
6203
13385 SQ FT

LOT 13
6205
12877 SQ FT

LOT 14
6207
12877 SQ FT

LOT 15
6301
12877 SQ FT

LOT 16
6303
12877 SQ FT

LOT 17
6305
36 SQ FT

DATE: 06/05/2023
PROJECT NO: 19112300
CONTACT: K MONTGOMERY

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

CERTIFICATE OF AUTHORIZATION:
CERTIFICATE OF AUTHORITY
CRAFTON, TULL & ASSOCIATES INC.
No. 109
ARKANSAS ENGINEER
NO. 1747

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DELTA	DESCRIPTION	DATE

SHEET NO.:
4 OF 6

DRAWING: G:\19112300_STONEBRIDGE\INFRASTRUCTURE\SURVEY\DWG\19112300_FINAL PLAT.DWG
LAYOUT: LAYOUT4 - LAST SAVED: KM476, 6/5/2023 10:48:33 AM
LAST PLOTTED BY: KEVIN MONTGOMERY, 6/5/2023 10:51:30 AM [PLOTTED BY: VALID ON HARD COPY ONLY]

"Exhibit A"

LOT 1 6500 11790 SQ FT MIN FF 1227.84
LOT 2 6406 9240 SQ FT MIN FF 1227.84
LOT 3 6404 9000 SQ FT MIN FF 1228.66
LOT 4 6402 8880 SQ FT MIN FF 1229.80
LOT 5 6400 8880 SQ FT MIN FF 1231.01
LOT 6 6306 9240 SQ FT MIN FF 1232.14
LOT 7 6304 9240 SQ FT MIN FF 1233.04
LOT 8 6302 9240 SQ FT MIN FF 1233.81
LOT 9 6300 8880 SQ FT MIN FF 1234.55
LOT 10 6206 9000 SQ FT MIN FF 1235.29

20' UTILITY EASEMENT DOC L201887201
20' UTILITY EASEMENT PER THIS PLAT
20' D.E. PER THIS PLAT
S87° 15' 55"E 154.24'
S87° 15' 55"E 911.73'
S87° 15' 55"E 900.93'
N2° 44' 05"E 120.00'
43.2'
62.16'
L8

SW GYPSUM AVE
50' R/W PER THIS PLAT
S87° 15' 55"E 1042.23'

20' UTILITY EASEMENT DOC 2003-29454
CENTERLINE
GINN ROAD
N2° 00' 07"E 423.72'
159.56'

LOT 25 6505 16626 SQ FT
LOT 24 6503 13049 SQ FT
LOT 23 6501 13049 SQ FT
LOT 22 6407 12877 SQ FT
LOT 21 6405 12877 SQ FT
LOT 20 6403 12877 SQ FT
LOT 19 6401 12877 SQ FT
LOT 18 6307 13736 SQ FT
LOT 17 6305 13736 SQ FT
LOT 16 6303 12877 SQ FT
LOT 15 6301 12877 SQ FT
LOT 14 6207 12877 SQ FT

20' UTILITY EASEMENT DOC L201887201
20' DRAINAGE EASEMENT PER THIS PLAT
S2° 44' 05"W 171.70'
96.17'

LOT 26 6504 15562 SQ FT
LOT 27 6502 12441 SQ FT
LOT 28 6500 12441 SQ FT
LOT 29 6406 12277 SQ FT
LOT 30 6404 12277 SQ FT
LOT 31 6402 12277 SQ FT
LOT 32 6400 12277 SQ FT
LOT 33 6306 13096 SQ FT
LOT 34 6304 13096 SQ FT
LOT 35 6302 12277 SQ FT
LOT 36 6300 12277 SQ FT
LOT 37 6206 12277 SQ FT

L9
89.93'
42.56'

SW GNEISS AVE
70' R/W PER THIS PLAT
S87° 15' 55"E 1401.92'
20' UTILITY EASEMENT PER THIS PLAT
15' UTILITY EASEMENT & RIGHT OF WAY GRANT DOC 2001-121131, 2001-121138, 2005-10767 & 2005-10773
15' UTILITY EASEMENT & RIGHT OF WAY GRANT DOC 2001-144530
40' UTILITY EASEMENT DOC 2001-121140
S87° 15' 55"E 544.55'
L10
36.02'
N2° 22' 47"E 149.77'
113.75'

LOT 52 6505 10973 SQ FT
LOT 51 6503 8972 SQ FT
LOT 50 6501 8972 SQ FT
LOT 49 6407 8972 SQ FT
LOT 48 6405 8971 SQ FT
LOT 47 6403 8971 SQ FT
LOT 46 6401 10466 SQ FT
LOT 45 6305 10466 SQ FT
LOT 44 6303 8970 SQ FT
LOT 43 6301 8970 SQ FT
LOT 42 6207 8970 SQ FT

S2° 44' 05"W 118.06'
S2° 44' 05"W 104.54'
S2° 44' 05"W 104.53'
SW TALC RD
50' R/W PER THIS PLAT
C3
C6
47.0'
92.66'
N87° 16' 04"W 1468.15'

P.O.B.
N = 736910.18
E = 639288.36

GRAPHIC SCALE IN FEET
50' 0 50'

BASIS OF BEARING: ARKANSAS STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NAD 83 HORIZONTAL DATUM AND NAVD 88 VERTICAL DATUM DETERMINED BY GPS OBSERVATION ON THE CITY OF BENTONVILLE CONTROL MONUMENTS USING THEIR PUBLISHED VALUES.
BEARING: GRID
DISTANCE: GRID
CONVERGENCE ANGLE: -01°19'47.00"
COMBINED SCALE FACTOR: 0.99996216
VALUE CALCULATED AT THE P.O.B. CORNER OF THIS SURVEY,

LEGEND
- FOUND 5/8" IRON PIN
- CALCULATED
- SET 5/8" IRON PIN
- PROPERTY LINE
- RIGHT OF WAY
- EXISTING EASEMENT
- PROPOSED EASEMENT
- STREET CENTERLINE

ATLAS PAGE: 481

CITY OF BENTONVILLE PROJECT NUMBER: FP22-0006

REGISTERED STATE OF ARKANSAS NO. 1460 SIGNATURE KEVIN L. MONTGOMERY PROFESSIONAL LAND SURVEYOR

RECORD INFORMATION

STATE PLAT CODE:
500-19N-31W-0-09-102-04-1460

VICINITY MAP
HOLLOWAY ROAD
DAISY ROAD
GINN ROAD
BROOKSIDE ROAD
SW SHELL RD
SITE
SW ANGLIN ROAD
SW ADAMS ROAD

FINAL PLAT
MOUNTAINBROOK SUBDIVISION
BENTONVILLE ARKANSAS

PREPARED FOR:
BENTONVILLE HOUSING PARTNERS, LP

DATE: 06/05/2023
PROJECT NO: 19112300
CONTACT: K MONTGOMERY

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

CERTIFICATE OF AUTHORIZATION:
CERTIFICATE OF AUTHORIZATION CRAFTON, TULL & ASSOCIATES INC. No. 109 ARKANSAS ENGINEER

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DELTA	DESCRIPTION	DATE

SHEET NO.: 5 OF 6

DRAWING: G:\19\12300.STONEBRDGRV\INFRASTRUCTURE\SURVEY\DWG\19112300_FINAL PLAT.DWG
LAYOUT: LAYOUT5 , LAST SAVED: KM476, 6/5/2023 10:48:33 AM
LAST PLOTTED BY: KEVIN MONTGOMERY, 6/5/2023 10:51:48 AM [PLOTTED BY: VAULD ON HARD COPY ONLY]

"Exhibit A"

GRAPHIC SCALE IN FEET
50' 0 50'

BASIS OF BEARING: ARKANSAS STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NAD 83 HORIZONTAL DATUM AND NAVD 88 VERTICAL DATUM DETERMINED BY GPS OBSERVATION ON THE CITY OF BENTONVILLE CONTROL MONUMENTS USING THEIR PUBLISHED VALUES.
BEARING: GRID
DISTANCE: GRID
CONVERGENCE ANGLE: -01°19'47.00"
COMBINED SCALE FACTOR: 0.99996216
VALUE CALCULATED AT THE P.O.B. CORNER OF THIS SURVEY,

LEGEND

- FOUND 5/8" IRON PIN
- CALCULATED
- SET 5/8" IRON PIN
- PROPERTY LINE
- RIGHT OF WAY
- EXISTING EASEMENT
- PROPOSED EASEMENT
- STREET CENTERLINE

ATLAS PAGE: 481

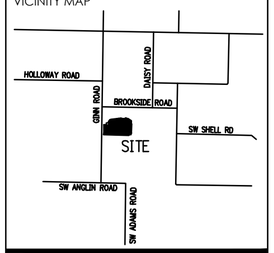
CITY OF BENTONVILLE
PROJECT NUMBER: FP22-0006

REGISTERED STATE OF ARKANSAS NO. 1460 SIGNATURE KEVIN J. MONTGOMERY PROFESSIONAL LAND SURVEYOR

RECORD INFORMATION

STATE PLAT CODE:
500-19N-31W-0-09-102-04-1460

VICINITY MAP



FINAL PLAT
MOUNTAINBROOK
SUBDIVISION

PREPARED FOR:
BENTONVILLE HOUSING PARTNERS, LP

BENTONVILLE
ARKANSAS

DATE: 06/05/2023
PROJECT NO: 19112300
CONTACT: K MONTGOMERY

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Rogers, Arkansas 72756
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DELTA	DESCRIPTION	DATE

SHEET NO.:
6 OF 6

DRAWING: G:\19\19112300.STONEBRDGBV\INFRASTRUCTURE\SURVEY\DWG\19112300_FINAL PLAT.DWG
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LAST PLOTTED BY: KEVIN MONTGOMERY, 6/5/2023 10:52:04 AM [PLOTTED BY=* VALID ON HARD COPY ONLY]

ORDINANCE NO._____

AN ORDINANCE ACCEPTING A FINAL PLAT OF MOUNTAINBROOK SUBDIVISION TO THE CITY OF BENTONVILLE, ARKANSAS; AND FOR OTHER PURPOSES.

(PROJECT NUMBER: FP22-0006)

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the final plat of MOUNTAINBROOK SUBDIVISION, to the City of Bentonville, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on June 20, 2023;

WHEREAS, said final plat is attached hereto as Exhibit "A";

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

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

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

Section 1: That the final plat of MOUNTAINBROOK 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 are hereby authorized and directed to evidence the acceptance of said final plat by certifying said acceptance on the approved final plat;

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

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

PASSED AND APPROVED this_____ day of _____, 2023.

APPROVED:

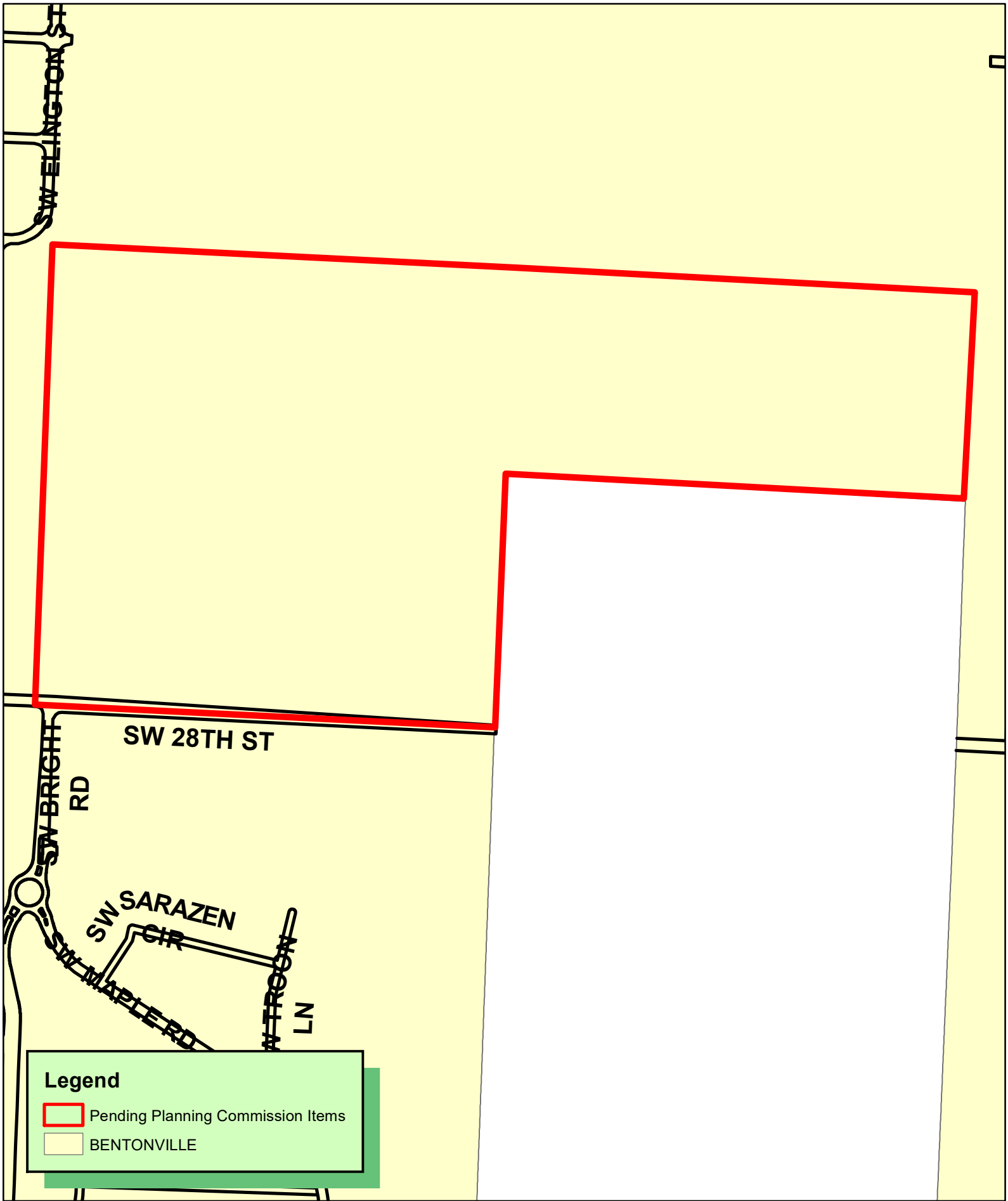
_____

Stephanie Orman, Mayor

ATTEST:

_____

Kirby Romines, City Clerk



N
W E
S

1 inch = 350 feet

FP23-0003
FINAL PLAT
POIGAI ESTATES SUBDIVISION PHASE 1

"Exhibit A"

Filing Block

FINAL PLAT
POIGAI ESTATES
PHASE 1

Lots 1 thru 33, Part of the SE1/4, SE1/4
Section 1, Township 19 North, Range 31 West
Bentonville, Benton County, Arkansas

GENERAL NOTES:

- Basis of Bearings: Grid North, state Plane coordinate System, Arkansas North Zone (), NAD 83 (2001)(Epoch:2010.0000), based on Real time Kinematic (RTK) GNSS Observations derived from a Static GNSS Base and OPUS post-processing solution, having published values of; Latitude 36°20'43.58828" N, Longitude 94°14'07.35000" W; Convergence Angle = 1.30075"; and a Combined Scale Factor (Grid to Ground) of 1.000031611.
- Grid North Convergence: At the Southeast corner of Section 1, T19N, R31W, rotate from Grid North 01°17'37" to the left for True North.
- Vertical Datum: NAVD88 (Geoid 18). Orthometric heights and contours are derived from Terrestrial and RT Kinematic GNSS Observations derived from a Static GNSS Base and OPUS post-processing solution, having an ellipsoidal height of 1164.319 feet and a computed orthometric height of 1256.662 feet.
- Flood Information: Based upon review of NFIP FIRM, Benton County, Arkansas and Incorporated Areas, Map Number 05007C0255K, Map Revised June 5, 2012, and by graphic plotting only, the subject property lies within: Zone X-Other Areas, areas determined to be outside the 0.2% annual chance floodplain. Surveyor assumes no liability for the correctness of cited map.
- Title Instruments: Every recorded document reviewed and considered as a part of this survey is noted hereon. Surveyor has not made a thorough investigation or independent search for any easements or other encumbrances or facts that an accurate, complete and current title search and/or title commitment would disclose. Other documents of record, rights, or facts may exist and affect this subject property.
- There are no waivers, variances and/or conditional uses at the time of preparing this plat.
- 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.

CITY OF BENTONVILLE DEVELOPMENT NOTES:

- Before any work in the street right-of-way commences, contractor and/or owner is to contact the City of Bentonville Engineering and Transportation Departments and notify said departments of the intent and type of work that will take place within the right-of-way.
- Sidewalks shall be the responsibility of the builder/owner at the time of building permit issuance.
- There may not be fences or any other structures built in any drainage easements.
- Setbacks shall be per the current zoning district as stated in the most recent City of Bentonville Zoning Code. For more info visit www.bentonvilleplanning.com or call the Planning Department @ 479-271-3122.

REFERENCE DOCUMENTS:

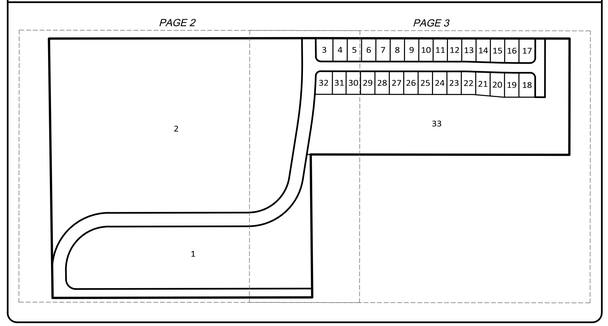
1. Trustee Warranty Deed to Pagan Incorporation recorded in Deed Document No. L202050454.
2. Trustee Warranty Deed to Pagan Incorporation recorded in Deed Document No. L202050435.
3. Warranty Deed to James C. Harmon recorded in Book 92, Page 25555 with the Benton County Clerk.
4. Warranty Deed to "The Edna M. Harmon Revocable Trust" recorded in Warranty Deed Document No. 99046532 with the Benton County Clerk.
5. Warranty Deed to Rodney D. Harmon and Jane E. Harmon recorded in Book 92, Page 25558 with the Benton County Clerk.
6. Quit Claim Deed to Dennis D. Harmon and Barbara J. Harmon recorded in Deed Document No. 99106053 with the Benton County Clerk.
7. Warranty Deed to Pagan Incorporation recorded in Deed Document No. L202081885 with the Benton County Clerk.
8. Warranty Deed to Dennis D. Harmon and Barbra J. Harmon recorded in Deed Document No. L202081884 with the Benton County Clerk.
9. Boundary Survey conducted by Copelin Land Surveying recorded in Book 2004, Page 898 with the Benton County Clerk.
10. Lot Split of Jarnagan Addition conducted by Crafton Tull and Associates, Inc., recorded in Book 2017, Page 404 with the Benton County Circuit Clerk.
11. Lot Split of Jarnagan Addition conducted by Copelin Land Surveying recorded, P3-865 with the Benton County Clerk.
12. Replat of Jarnagan Addition conducted by Clifford W. Bass, recorded in Book 2011, Page 372 with the Benton County Circuit Clerk.
13. The Links at Rainbow Curve Subdivision Plat filed 09/06/2011.
14. The Trails at Rainbow Curve Subdivision Plat filed 07/27/2015.
15. Little Osage Farm Subdivision Plat filed 08/15/2016.

LEGAL DESCRIPTION:

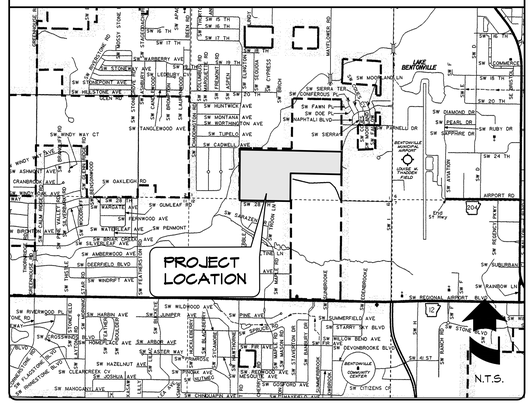
The Southeast Quarter (SE/4) of the Southwest Quarter (SW/4) and a part of the North Half (N/2) of the Southwest Quarter (SW/4) of the Southeast Quarter (SE/4), Section 1, Township 19 North, Range 31 West, Benton County, Arkansas being more particularly described as follows:

Beginning at the Northwest Corner of the Southwest Quarter of the Southeast Quarter of said Section 1, thence along the north line thereof, South 86° 57' 12" East, 1,326.72 feet to the Northeast Corner of the Southwest Quarter of the Southeast Quarter of said Section 1; Thence South 03° 04' 53" West, 593.34 feet; Thence North 86° 57' 12" West, 1,319.27 feet to the west line of the Southwest Quarter of the Southeast Quarter of said Section 1; Thence South 02° 21' 43" West, 729.30 feet to the Southeast Corner of the Southeast Quarter of the Southwest Quarter of said Section 1; Thence along the south line thereof, North 87° 09' 32" West, 1,324.75 feet to the Southwest Corner of the Southeast Quarter of the Southwest Quarter of said Section 1; Thence along the west line of the Southeast Quarter of the Southwest Quarter of said Section 1, North 02° 09' 47" East, 1,323.51 feet to the Northwest Corner of the Southeast Quarter of the Southwest Quarter of said Section 1; Thence along the north line thereof, South 87° 07' 31" East, 1,329.35 feet to the Point of Beginning, containing 58.33 acres more or less.

POIGAI ESTATES SUBDIVISION



VICINITY MAP



Owner/Developer
Pagan Incorporated
4502 Swinton Drive
Bentonville, AR 72712
Contact: Arul Kumaran
Email: arulkumaran218@gmail.com

ENGINEER
Allen Deaver, P.E.
Halff Associates, Inc.
5704 Euper Lane, Suite 200
Fort Smith, AR 72903
Phone: (479) 452-1933

SURVEYOR
Timothy James McCollough, L.P.S.
Halff Associates, Inc.
5704 Euper Lane, Suite 200
Fort Smith, AR 72903
Phone: (479) 452-1933

CERTIFICATE OF SURVEYING ACCURACY

I, Timothy James McCollough, hereby certify that this plat correctly represents a boundary survey made by me, or under my direct supervision, and boundary markers and lot corners shown hereon actually exist and their location type and material are correctly shown and all minimum requirements of the Arkansas Minimum Standards for Land Surveyors have been met.

LICENSED PROFESSIONAL SURVEYOR — STATE OF ARKANSAS NO. 1916 — SIGNATURE — TIMOTHY J. MCCOLLOUGH

CERTIFICATE OF AUTHORIZATION — HALFF ASSOCIATES INC. No. 1470 — ARKANSAS

Registered Land Surveyor
Registration No. 1916
State of Arkansas

CERTIFICATE OF OWNERSHIP

We the undersigned, owners of the real estate shown and described herein, do hereby certify that we have laid off, platted, and subdivided and do hereby lay off, plat, subdivide said real estate in accordance with this plat and do hereby dedicate to the use of the public the streets, alleys, drives, easements, etc. as shown on said plat.

Date of Execution: _____

Signed: _____

Name & Address: Pagan Incorporated
4502 Swinton Drive
Bentonville, AR 72712

Print Name: _____

Source of Title: Deed Doc. No. L202050435
Deed Doc. No. L202050454

State Of Arkansas)
) SS
County Of Benton)

Sworn And Subscribed Before Me This Day _____Of _____, 2023.

Notary Public: _____

My Commission Expires: _____

CERTIFICATE OF APPROVAL:

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

Date Of Execution: _____

Signed _____
Bentonville Planning Commission Chairman

Signed _____
Mayor, City Of Bentonville

Signed _____
City Clerk, City Of Bentonville

CITY ATLAS PAGE #446

FINAL PLAT
POIGAI ESTATES - PHASE 1
City of Bentonville Project #FP23-0003

Project No. SIG-01	Drawn By DRC Checked By TJM
Date: 06.12.2023	Sheet 1 of 3

halff

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Drawing Name: M:\SIG\PROJ\SIG-01 Poigai Subdivision\DRAFTING\SIG-01 PLAT.dwg Last Modified: Jun 12, 2023 - 9:17am Plotted on: Jun 12, 2023 - 9:17am by ahl158

"Exhibit A"

Filing Block

Grid North

60 0 60

Scale in Feet
1" = 60 feet

LEGEND

- Ex. Section Line
- Ex. Boundary Line
- Ex. Adjacent Boundary Line
- Ex. Right of Way Line
- Ex. Road Centerline
- Ex. Easement Line
- Proposed Lot Line
- Proposed Right of Way Line
- Proposed Road Centerline
- Proposed Easement Line
- Approximate Zoning Line
- ZONE R-3 — Current Zoning Designation
- Ex. Rebar
- Ex. Nail
- Set 1/2" Rebar w/ PS# 1916 Cap
- Set Mag Nail w/ PS# 1916 Washer
- Set Mag Spike
- Set 1" Brass Monument
- Sanitary Sewer Manhole
- Fire Hydrant
- Water Valve

CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA	TANGENT	CHORD
C1	77.95'	50.00'	89°19'19"	49.41'	S42°29'53"E, 70.29'
C2	345.80'	218.50'	90°40'41"	221.10'	S47°30'08"W, 310.83'
C3	395.66'	250.00'	90°40'41"	252.98'	S47°30'08"W, 355.64'
C4	456.59'	288.50'	90°40'41"	291.93'	S47°30'08"W, 410.41'
C5	397.50'	281.50'	80°54'25"	240.03'	N52°23'15"E, 365.29'
C6	353.02'	250.00'	80°54'25"	213.17'	N52°23'15"E, 324.42'
C7	298.66'	211.50'	80°54'25"	180.34'	N52°23'15"E, 274.46'
C8	327.70'	1961.50'	9°34'20"	164.23'	N7°08'53"E, 327.32'
C9	306.51'	2000.00'	8°46'51"	153.56'	N7°32'37"E, 306.21'
C11	168.52'	2031.50'	4°45'11"	84.31'	N9°33'27"E, 168.48'
C12	93.53'	2031.50'	2°38'16"	46.77'	N5°51'44"E, 93.52'

LINE TABLE

LINE #	DIRECTION	LENGTH
L1	S02° 54' 30"W	20.43'
L2	N87° 05' 30"W	15.00'
L3	S02° 54' 30"W	21.00'
L4	S27° 03' 47"E	47.20'
L5	S02° 59' 03"W	28.25'
L6	N03° 02' 13"E	6.00'
L7	N03° 02' 13"E	20.00'
L8	N03° 02' 13"E	28.25'

LICENSED PROFESSIONAL SURVEYOR
STATE OF ARKANSAS NO. 1916
SIGNATURE
JASON J. McCLOUD

FINAL PLAT

POIGAI ESTATES - PHASE 1

City of Bentonville Project #FP23-0003

Project No. SIG-01	Drawn By DRC Checked By TJM
Date: 06.12.2023	Sheet 2 of 3

halff

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Drawing Name: M:\SIG\PROJ\SIG-01 Poigai Subdivision\DRAFTING\SIG-01 PLAT.dwg Last Modified: Jun 12, 2023 - 9:17am Plotted on: Jun 12, 2023 - 9:27am by ah5158

"Exhibit A"

Filing Block

Grid North

60 0 60

Scale in Feet
1" = 60 feet

LEGEND

- Ex. Section Line
- Ex. Boundary Line
- Ex. Adjacent Boundary Line
- Ex. Right of Way Line — R/W —
- Ex. Road Centerline
- Ex. Easement Line
- Proposed Lot Line
- Proposed Right of Way Line — R/W —
- Proposed Road Centerline
- Proposed Easement Line
- Approximate Zoning Line
- ZONE R-3 Current Zoning Designation
- Ex. Rebar
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- Set 1/2" Rebar w/ PS# 1916 Cap
- Set Mag Nail w/ PS# 1916 Washer
- Set Mag Spike
- Set 1" Brass Monument
- Sanitary Sewer Manhole
- Fire Hydrant
- Water Valve

POINT OF BEGINNING
NW Corner
SW/4 of The SE/4
Sec. 1, T-19-N, R-31-W
Existing 5/8" Rebar
N: 740309.18
E: 655243.03

Button Family Trust Michael J.
& Dorothy L.
1904 Mayflower Road
Bentonville, AR 72713

Parcel #: 18-08645-000
ZONE PRD

NE Corner
SW/4 of The SE/4
Sec. 1, T-19-N, R-31-W
N: 740238.67
E: 656567.88

S86° 57' 12"E 1326.72'

S03° 04' 53"W 593.34'

SW CASUARINA DRIVE

SW LOFOTEN STREET

SW BRIGHT ROAD

50' R/W

20' Util. Esmt.

Drainage Easement

26' Utility & Drainage Easement

20' Drainage Easement

Existing 5/8" Rebar

S02° 21' 43"W 729.30'

N86° 57' 47"W 805.95'

N86° 57' 09"W 211.29'

N86° 57' 12"W 1319.27'

Lot	Area	Lot
3	±0.23 AC	1608
4	±0.20 AC	1606
5	±0.20 AC	1604
6	±0.20 AC	1602
7	±0.20 AC	1600
8	±0.20 AC	1508
9	±0.20 AC	1506
10	±0.20 AC	1504
11	±0.20 AC	1502
12	±0.20 AC	1500
13	±0.20 AC	1408
14	±0.20 AC	1406
15	±0.21 AC	1404
16	±0.21 AC	1402
17	±0.24 AC	1400
18	±0.23 AC	1401
19	±0.21 AC	1403
20	±0.21 AC	1405
21	±0.20 AC	1407
22	±0.20 AC	1409
23	±0.20 AC	1501
24	±0.20 AC	1503
25	±0.20 AC	1505
26	±0.20 AC	1916
27	±0.20 AC	1509
28	±0.20 AC	1601
29	±0.20 AC	1603
30	±0.20 AC	1605
31	±0.19 AC	1607
32	±0.23 AC	1609
33	±10.02 AC	

REF. DOC. #2

ZONE R-2

ZONE N/A

ZONE R-3

SW/4, SE/4, SEC. 1
T-19-N, R-31-W

Parcel #: 18-08648-000
Harmon, Dennis D. & Barbara J.
1662 SW Regional Airport BLVD.
Bentonville, AR 72713

ZONE N/A

REF. DOC. #3

Parcel #: 01-09591-001
Timberland Arkansas I LLC
1102 SW Sullivan Way
Bentonville, AR 72713

ZONE R-4

REF. DOC. #10, #11 & #12

CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA	TANGENT	CHORD
C5	397.50'	281.50'	80°54'25"	240.03'	N52°23'15"E, 365.29'
C6	353.02'	250.00'	80°54'25"	213.17'	N52°23'15"E, 324.42'
C7	298.66'	211.50'	80°54'25"	180.34'	N52°23'15"E, 274.46'
C8	327.70'	1961.50'	9°34'20"	164.23'	N7°08'53"E, 327.32'
C9	306.51'	2000.00'	8°46'51"	153.56'	N7°32'37"E, 306.21'
C10	27.62'	2000.00'	0°47'29"	13.81'	N2°45'27"E, 27.62'
C11	168.52'	2031.50'	4°45'11"	84.31'	N9°33'27"E, 168.48'
C12	93.53'	2031.50'	2°38'16"	46.77'	N5°51'44"E, 93.52'
C13	38.61'	25.00'	88°29'37"	24.35'	S48°47'24"W, 34.89'
C14	38.98'	25.00'	89°19'30"	24.71'	S42°18'02"E, 35.15'
C15	9.76'	2025.00'	0°16'34"	4.88'	N86°49'30"W, 9.76'
C16	52.27'	2025.00'	1°28'44"	26.14'	N85°56'51"W, 52.27'
C17	61.27'	2000.00'	1°45'18"	30.64'	N86°05'08"W, 61.26'
C18	7.86'	1975.00'	0°13'41"	3.93'	N86°50'56"W, 7.86'
C19	52.64'	1975.00'	1°31'37"	26.32'	N85°58'17"W, 52.63'
C20	15.03'	1975.00'	0°26'09"	7.51'	S85°25'33"E, 15.03'
C21	45.47'	1975.00'	1°19'09"	22.74'	S86°18'13"E, 45.47'
C22	61.27'	2000.00'	1°45'18"	30.64'	S86°05'08"E, 61.26'
C23	16.00'	2025.00'	0°27'09"	8.00'	S85°26'03"E, 16.00'
C24	46.04'	2025.00'	1°18'09"	23.02'	S86°18'43"E, 46.03'
C25	39.29'	25.00'	90°02'40"	25.02'	N41°56'27"W, 35.37'
C26	39.25'	25.00'	89°57'20"	24.98'	N48°03'33"E, 35.34'

LICENSED PROFESSIONAL SURVEYOR
STATE OF ARKANSAS
NO. 1916
SIGNATURE
TIMOTHY J. McCULLOUGH

FINAL PLAT

POIGAI ESTATES - PHASE 1

City of Bentonville Project #FP23-0003

Project No. SIG-01	Drawn By DRC Checked By TJM
Date: 06.12.2023	Sheet 3 of 3

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Drawing Name: M:\SIG\PROJ\SIG-01 Poigai Subdivision\DRAFTING\SIG-01 PLAT.dwg Last Modified: Jun 12, 2023 - 9:17am Plotted on: Jun 12, 2023 - 9:17am by ab5158

ORDINANCE NO._____

AN ORDINANCE ACCEPTING A FINAL PLAT OF POIGAI ESTATES PHASE I TO THE CITY OF BENTONVILLE, ARKANSAS; AND FOR OTHER PURPOSES (PROJECT NUMBER:FP23-0003).

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the final plat of POIGAI ESTATES PHASE I, to the City of Bentonville, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on June 20, 2023;

WHEREAS, said final plat is attached hereto as Exhibit "A";

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

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

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

Section 1: That the final plat of POIGAI ESTATES PHASE I 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 final plat by certifying said acceptance on the approved final plat;

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

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

PASSED AND APPROVED this_____ day of _____, 2023.

APPROVED:

_____

ATTEST: **Stephanie Orman, Mayor**

_____

Kirby Romines, City Clerk

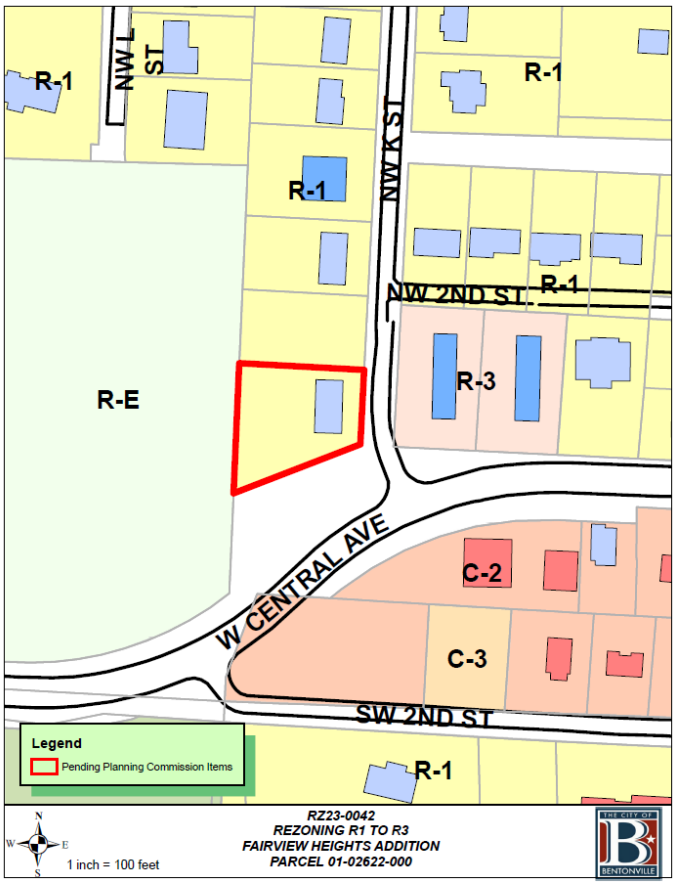
Reyes

101 NW K Street
PC Date: 6/20/2023
Reviewer: Bradley Gavrielides, Planning Technician

Project Number	RZ23-0042
Applicant / Current Owner	Roberto Reyes
Site Area	+/- 0.45 acres
Current Zoning	R-1, Single Family Residential
Requested Zoning	R-3 Medium-High Density Multifamily Residential
Current Future Land Use Map Designation	Low Density Residential (LDR)
Related projects	N/A

https://arcg.is/08HvK8

Location Map



Property Description
This property is located at 101 NW K Street. It is currently zoned R-1, Single Family Residential. It contains an existing single-family home. Adjacent zonings are R-1, Low-density Single Family Residential to the north, R-E to the west, R-3 to the east across K Street, and C-2 across W Central Ave.

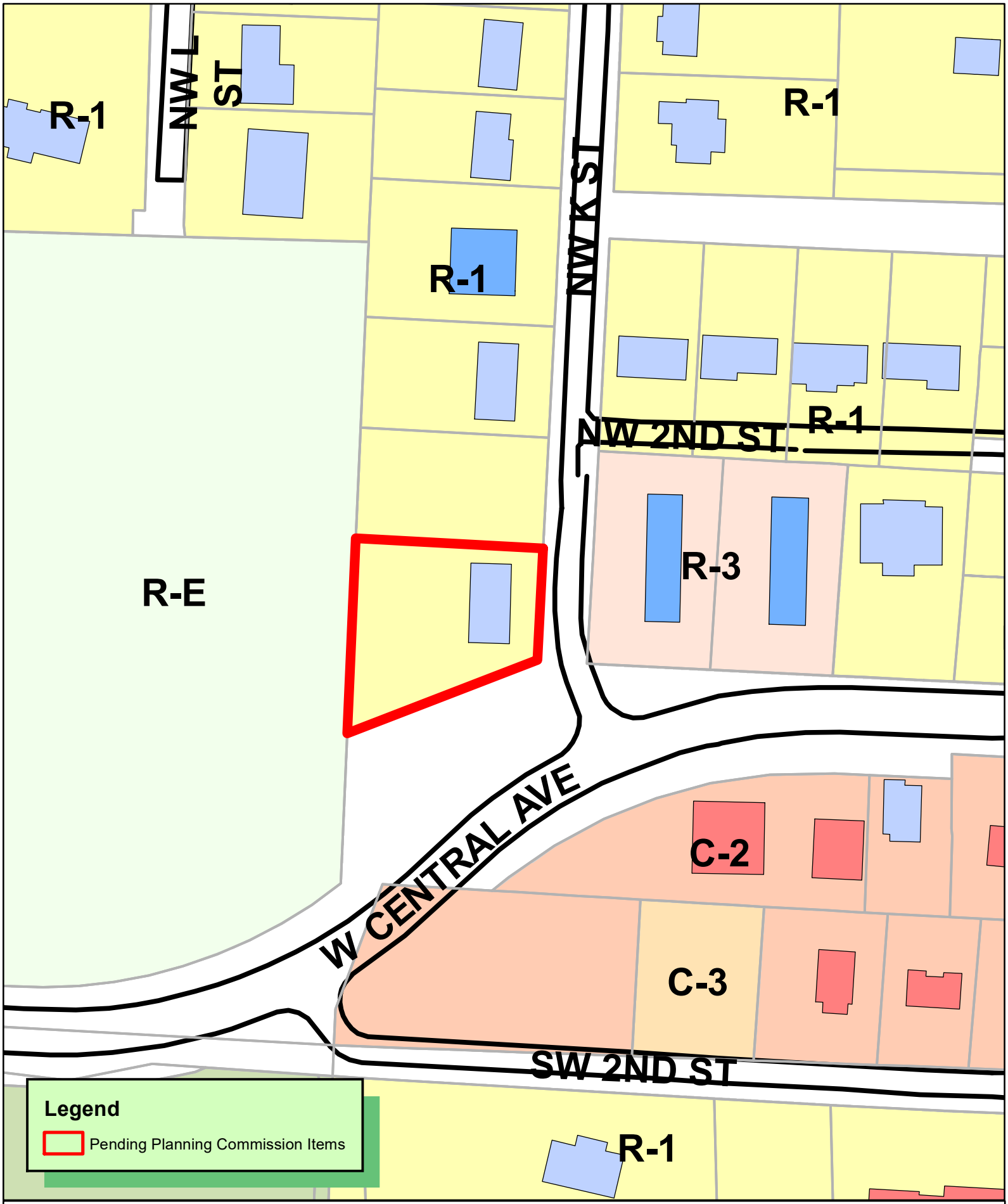
Relationship to the General Plan
The Future Land Use Plan depicts this property as Low Density Residential (LDR) and is surrounded by Low-Density Residential. Low-density residential areas include detached single-family residential properties with a typical density of 3-8 units per acre. While lot size and overall density may vary from one part of the city to another, these areas represent the predominant form of residential development in Bentonville. These areas may also include local amenities for residents, including neighborhood parks, places of worship, etc.

Public Comment
Staff has received public comment regarding this request. See attached.

Analysis
The R-3 District is established to provide suitable areas for medium density residential development. Such units would be 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. Within this district, zero lot line and townhouses are permitted.

The proposed zoning of R-3 is NOT consistent with the Future Land Use Plan but is compatible with the surrounding development patterns within this area of the city and support the requested change. The existing dwelling will create a buffer from the higher density dwellings in the rear and help relieve any disturbance to the neighborhood characteristics.

Conclusion
This request is NOT consistent with the Future Land Use Plan but it is consistent with the uses of the surrounding zoning districts and development patterns located in the vicinity.



N
W E
S

1 inch = 100 feet

RZ23-0042
REZONING R1 TO R3
FAIRVIEW HEIGHTS ADDITION
PARCEL 01-02622-000

THE CITY OF BENTONVILLE

101 NW K St. Bentonville, AR 72712
Rezoning Proposal

Narrative: I, Roberto Reyes, as the current owner of the property, I am asking for a change of zoning from R-1 to R-3. I am not intending to sell the property.

Reason: I am asking to rezone to a proposed R-3, from the current R-1, because this is necessary before I can get a permit to develop the construction of townhouses for rent. This project will allow for more families to be able to have the privilege to enjoy the living environment and opportunities of this amazing location in the beautiful and outstandingly planned city of Bentonville.

The proposed and planned townhouses will elevate the look, feel, and quality of living space in the immediate surroundings. This type of construction and living spaces should improve the area and motivate neighbors for better surroundings in the near future.

Use: Construction of Townhouses for RentU

1

Blakely Stover
1207 N.W 2nd
A-D

NOTICE OF INTENT TO REZONE

ROBERTO REYES has requested the

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

from R-1 to R-3.

The legal description of the property is as follows:

25-20-31 REPLAT X-164 10/2/1979

The common description of the property is:

101 NW "K" STREET, BENTONVILLE, AR 72712

The public hearing will be held 6-20-2023 at 5:00 p.m. It will be held at 305 S.W. "A" St.

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:

X ☐ I / we have no objections to the rezoning.

☐ I / we object to the rezoning because:

_____

_____

_____

[redacted]

Signature and Physical Address

Signature and Physical Address

Bentonville AR 72712

2

HRM
113 NW K

NOTICE OF INTENT TO REZONE

ROBERTO REYES has requested the

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

from R-1 to R-3.

The legal description of the property is as follows:

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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:

_____

_____

_____

[redacted]

Signature and Physical Address

Signature and Physical Address Bentonville 72712

3

Blarney Stone
102 NW K
A-D

NOTICE OF INTENT TO REZONE

ROBERTO REYES has requested the Bentonville Planning Commission to set a public hearing date to consider rezoning the following property from R-1 to R-3.

The legal description of the property is as follows:

25-20-31 REPLAT X-164 10/2/1979

The common description of the property is:

101 NW "K" STREET, BENTONVILLE, AR 72712

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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:

_____

_____

_____

[redacted]

Signature and Physical Address

Signature and Physical Address

Bentonville

RESOLUTION NO. _____

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

(PROJECT NUMBER: RZ23-0042)

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

> LOT 33, FAIRVIEW HEIGHTS ADDITION TO BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT FILED UNDER BOOK X AND PAGE 164, RECORDED IN THE BENTON COUNTY CLERK'S OFFICE, BENTONVILLE, ARKANSAS.

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held June 20, 2023 at the Council Chambers of the City of Bentonville;

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

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

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

Section 1: That the above-described real property is hereby changed from its present land use classification of LOW-DENSITY RESIDENTIAL to MEDIUM-DENSITY RESIDENTIAL on the City of Bentonville Future Land Use Map;

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

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

PASSED AND APPROVED this ___ day of _____, 2023.

APPROVED:

_____

Stephanie Orman, Mayor

ATTEST:

_____

Kirby Romines, City Clerk

ORDINANCE NO. _____

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

(PROJECT NUMBER: RZ23-0042)

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

LOT 33, FAIRVIEW HEIGHTS ADDITION TO BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT FILED UNDER BOOK X AND PAGE 164, RECORDED IN THE BENTON COUNTY CLERK'S OFFICE, BENTONVILLE, ARKANSAS.

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held June 20, 2023 in the Council Chambers of the City of Bentonville;

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

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

_____
Stephanie Orman, Mayor

ATTEST:

_____
Kirby Romines, City Clerk

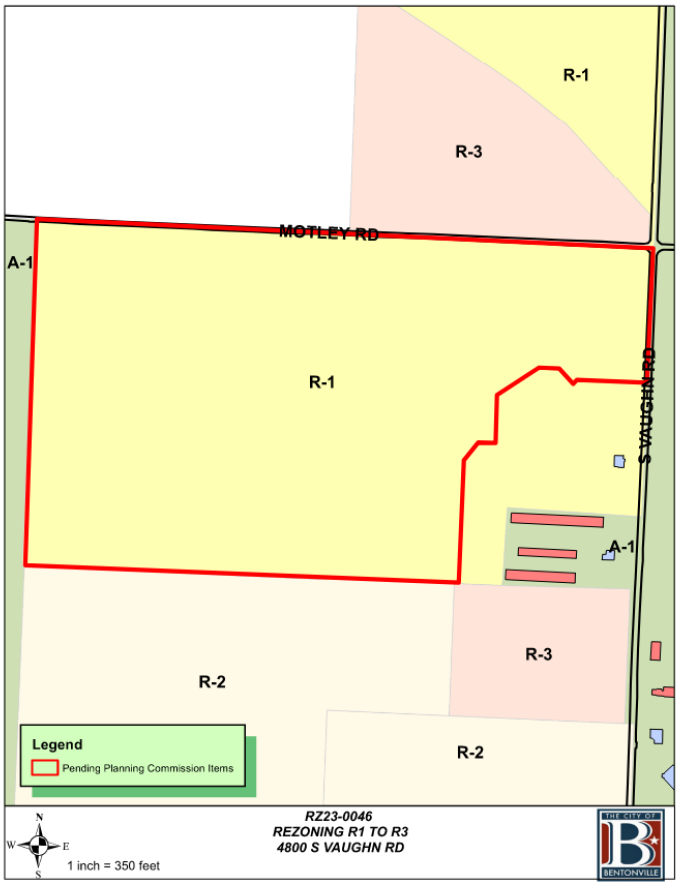
Buffington BW, LLC

4800 South Vaughn Road
PC Date: 6/20/2023
Reviewer: Keegan Stanton, Senior Planner, AICP

Project Number	RZ23-0046
Applicant / Current Owner	Blake Murray/Buffington BW LLC
Site Area	+/- 71.74 acres
Current Zoning	R-1, Single Family Residential
Requested Zoning	R-3, Medium Density Residential
Current Future Land Use Map Designation	Low-Density Residential (LDR)
Requested Future Land Use Map Designation	Medium Density Residential (MDR)
Related projects	LS23-0019

https://arcg.is/08HvK8

Location Map



Property Description

This property is located at 4800 South Vaughn Road. It is currently zoned R-1, Single Family Residential. It is part of a lot split that was recently approved – LS23-0019. Adjacent zonings are A-1, Agriculture; R-2, Medium Density Two Family and Townhome Residential; R-3, Medium-High Density Multifamily Residential; and City of Centerton to the Northwest. The portion in Centerton is zoned Medium-High Density Single-Family Residential per Centerton's zoning ordinance and appears comparable to Bentonville's R-1 designation.

Relationship to the General Plan

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

Public Comment

Staff has NOT received public comment regarding this request. See attached.

Analysis

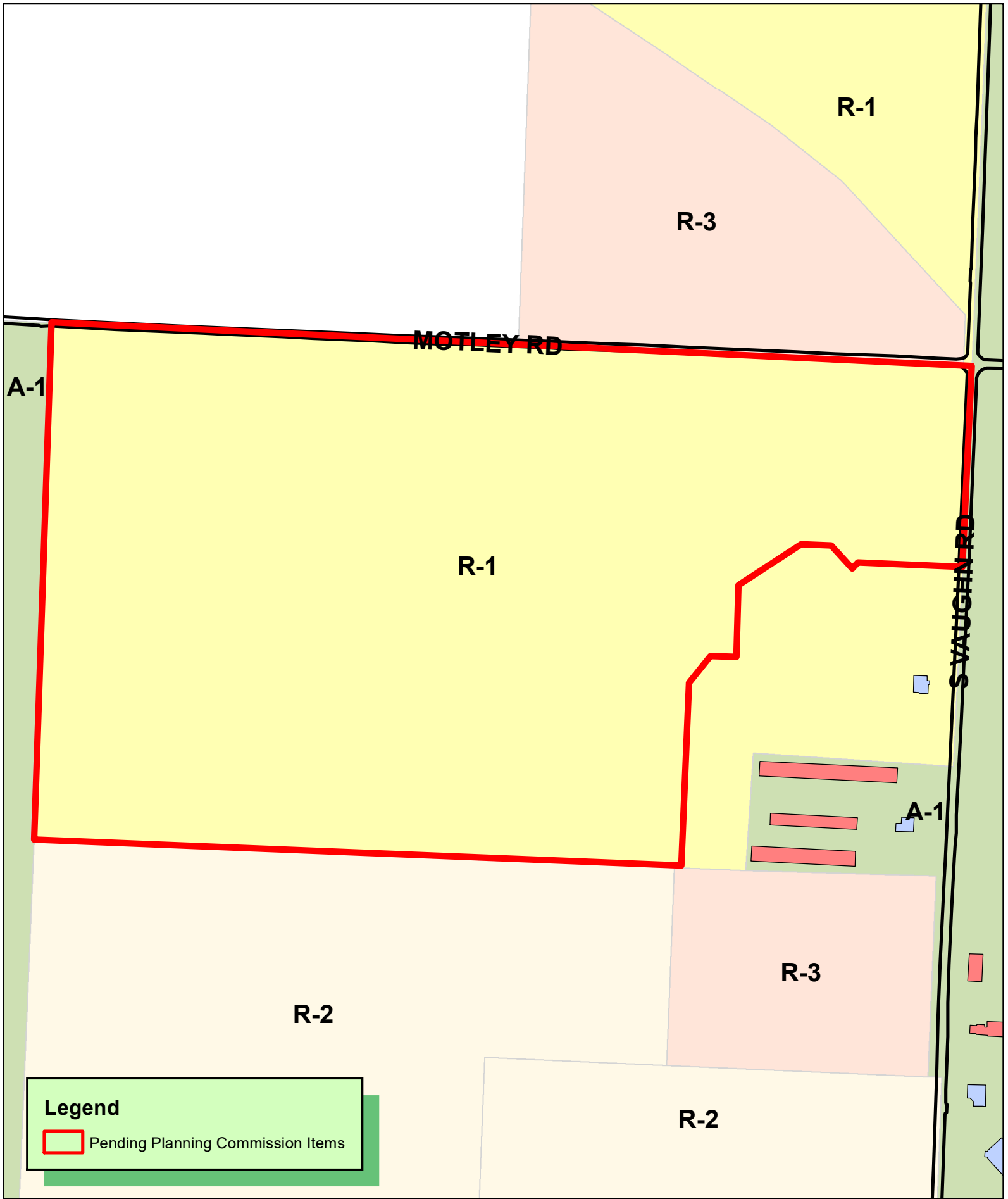
This property is burdened by a natural drainage channel and creek running through the property that is home to some endangered endemic species. Development of this property will be challenging for anyone, given the constraints of floodways, floodplains, and endangered species.

The applicant is requesting a rezoning and land use change to higher densities – respectively R-3 zoning and MDR land use. R-3 zoning and the accompanying density is appropriate along higher class roadways; Motley Road and Vaughn Road are both classified as arterial. While they may not be built to arterial specifications at the moment, they will likely see increased traffic and capacity during the lifetime of any new development of this property.

Additionally, this property is in proximity to Vaughn Elementary. Increased density near schools could permit families to live closer to schools and limit the number of trips generated and vehicle miles travelled in this part of Bentonville.

Given the aforementioned constraints of the site, this request could be interpreted to be a first step to cluster development, where the applicant is looking to retain density they could have had if not for the site constraints.

Conclusion
This request is consistent with the existing pattern of zoning in the area and is appropriate along the street network as defined in the Master Street Plan. Planning staff recommends approval of this request.



N
W E
S

1 inch = 350 feet

RZ23-0046
REZONING R1 TO R3
4800 S VAUGHN RD

THE CITY OF BENTONVILLE

Crafton Tull
architecture | engineering | surveying

300 North College, Suite 317
Fayetteville, AR 72701
479.455.2207
craftontull.com

May 12th, 2023
Planning Department
City of Bentonville
305 SW A Street
Bentonville, AR 72712

RE: McKissic Springs West Rezoning Request
CTA Job No. 23302500

To Whom it May Concern,

Requested with this application is the rezoning of 71.74 acres of land located southwest of the intersection of S Vaughn Rd and Motley Rd from R-1 to R-3. The tract of land proposed to be rezoned would be established by a lot split (LS23-0019) currently under review and slated for Planning Commission hearing on 5/16/23.

We are requesting this change to better align with the current and future needs of the community. Bentonville, specifically Southwest Bentonville, is experiencing rapid growth and development, and we believe that the proposed zoning change will allow us to contribute to this in a meaningful way. The R-3 designation will provide greater flexibility and a wider range of permitted uses, including denser single-family homes, townhomes, and multifamily apartments. While commercial uses are not anticipated currently, the option to do so provides additional flexibility and value.

In addition, our property is impacted by onsite Waters of the US and FEMA Floodplain, which restricts the ability to develop the land under its current density allotment. By rezoning to R-3, we can optimize the use of the land to restrict disturbance of onsite natural features, while providing additional aesthetic qualities and amenities for the new development(s).

Our plans for the property are consistent with the surrounding area, which has seen similar rezoning requests pass to the north and south of this property. Motley and Vaughn Road are both classified as Arterial Streets which lend themselves to denser adjacent development.

Water and sewer tie-ons are readily accessible to this site. Sewer service would be provided via an existing 24” gravity main that runs through the site, and water service would be provided via an existing 8” Centerton water main located across Motley Road. Centerton Water Utilities has already commented that the downstream sewer network is capable of handling the proposed increased density of this site.

With regards to traffic, we have previously submitted a traffic analysis report for this property with single-family site-wide usage. If requested, we would update this report with the anticipated increased density. As previously mentioned, Motley and Vaughn are both classified as arterial streets which would be improved to master street plan standards. We anticipate that this will result in a development that does not have a significant impact on traffic in the area.

300 North College, Suite 317
Fayetteville, AR 72701
479.455.2207
craftontull.com

Regarding signage, we plan to comply with all applicable signage regulations and will work with the local authorities to ensure that all signage is appropriate and does not detract from the appearance of the surrounding area.

In terms of appearance, the owners are committed to ensuring that this property is attractive and well-maintained. We anticipate that the property will fit in with the surrounding built and natural environment upon completion.

The owners of the property are Buffington BW, LLC. There are no proposed sales or transfers of ownership planned at this time.

In conclusion, we believe that the proposed zoning change is in the best interest of both the developer and the surrounding community. We appreciate your consideration of our request and look forward to working with you to make sure that this property is a valuable asset to the community.

Sincerely,

[redacted]

Conlee Hale, EI
Crafton Tull

RZ23-0046 (1)

NOTICE OF INTENT TO REZONE

Crafton Tull on the behalf of Buffington BW, LLC has requested the Bentonville Planning Commission to set a public hearing date to consider rezoning the following property from

R-1 Low Density Residential to R-3 Medium-High Density Multifamily Residential

The legal description of the property is as follows:
See attached legal description

The common description of the property is: SW Intersection of S Vaughn Road and Motley Road

The public hearing will be held June 20th, 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:

_____

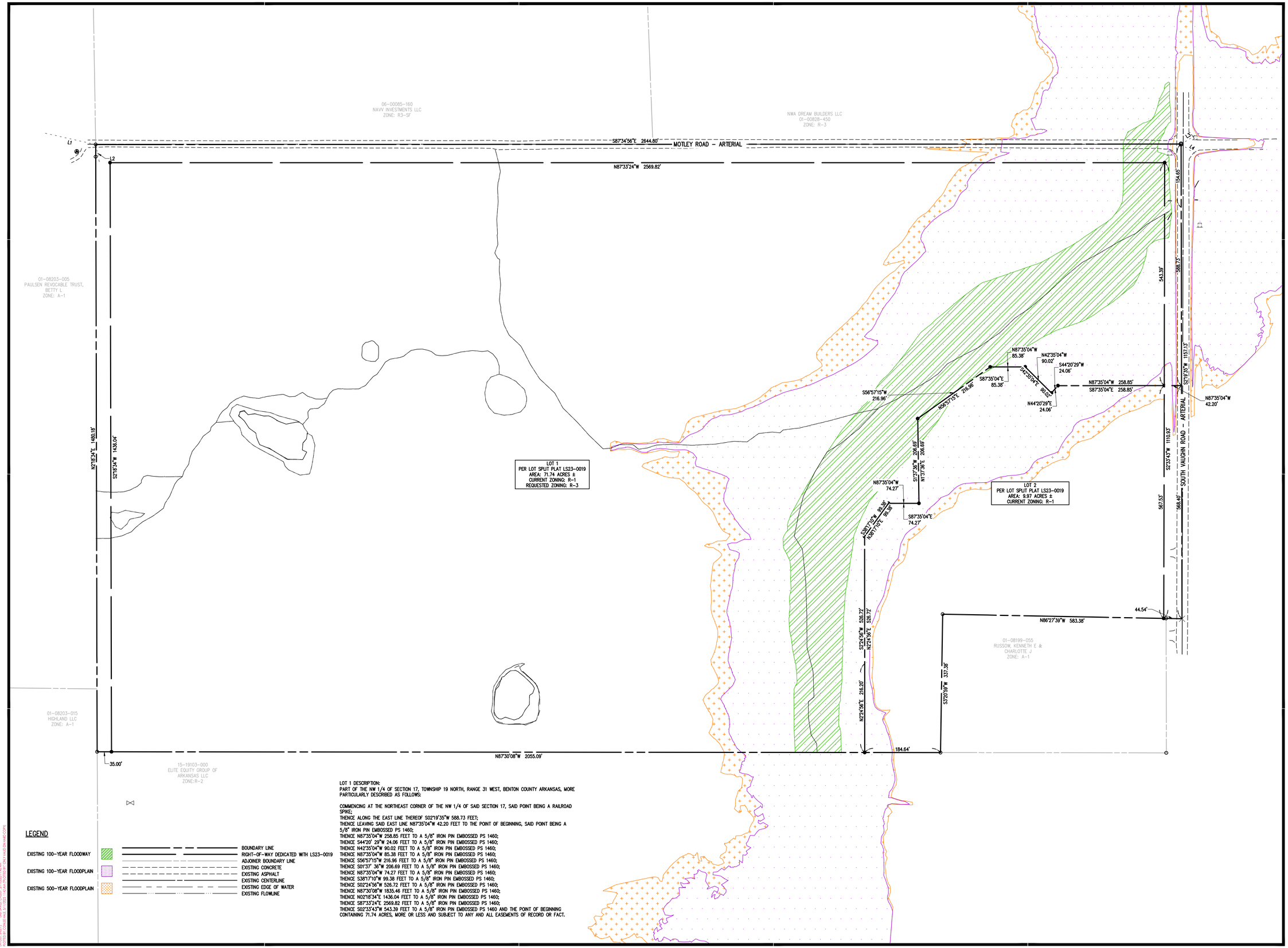
_____

[redacted]

Signature and Physical Address

Signature and Physical Address

Bentonville 72712



LEGEND

- EXISTING 100-YEAR FLOODWAY
- EXISTING 100-YEAR FLOODPLAIN
- EXISTING 500-YEAR FLOODPLAIN
- BOUNDARY LINE
- RIGHT-OF-WAY DEDICATED WITH LS23-0019
- ADJOINER BOUNDARY LINE
- EXISTING CONCRETE
- EXISTING ASPHALT
- EXISTING CENTERLINE
- EXISTING EDGE OF WATER
- EXISTING FLOWLINE

LOT 1 DESCRIPTION:
PART OF THE NW 1/4 OF SECTION 17, TOWNSHIP 19 NORTH, RANGE 31 WEST, BENTON COUNTY ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NW 1/4 OF SAID SECTION 17, SAID POINT BEING A RAILROAD SPIKE;
THENCE ALONG THE EAST LINE THEREOF S02°19'35"W 588.73 FEET;
THENCE LEAVING SAID EAST LINE N87°35'04"W 42.20 FEET TO THE POINT OF BEGINNING, SAID POINT BEING A 5/8" IRON PIN EMBOSSED PS 1460;
THENCE N87°35'04"W 258.85 FEET TO A 5/8" IRON PIN EMBOSSED PS 1460;
THENCE S44°20' 29"W 24.06 FEET TO A 5/8" IRON PIN EMBOSSED PS 1460;
THENCE N42°35'04"W 90.02 FEET TO A 5/8" IRON PIN EMBOSSED PS 1460;
THENCE N87°35'04"W 85.38 FEET TO A 5/8" IRON PIN EMBOSSED PS 1460;
THENCE S56°57'15"W 216.96 FEET TO A 5/8" IRON PIN EMBOSSED PS 1460;
THENCE S01°37' 36"W 206.69 FEET TO A 5/8" IRON PIN EMBOSSED PS 1460;
THENCE N87°35'04"W 74.27 FEET TO A 5/8" IRON PIN EMBOSSED PS 1460;
THENCE S38°17'10"W 99.38 FEET TO A 5/8" IRON PIN EMBOSSED PS 1460;
THENCE S02°24'56"W 526.72 FEET TO A 5/8" IRON PIN EMBOSSED PS 1460;
THENCE N87°30'08"W 1835.46 FEET TO A 5/8" IRON PIN EMBOSSED PS 1460;
THENCE N02°18'34"E 1436.04 FEET TO A 5/8" IRON PIN EMBOSSED PS 1460;
THENCE S87°33'24"E 2569.82 FEET TO A 5/8" IRON PIN EMBOSSED PS 1460;
THENCE S02°33'43"W 543.39 FEET TO A 5/8" IRON PIN EMBOSSED PS 1460 AND THE POINT OF BEGINNING
CONTAINING 71.74 ACRES, MORE OR LESS AND SUBJECT TO ANY AND ALL EASEMENTS OF RECORD OR FACT.

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

CERTIFICATE OF AUTHORIZATION:
CRAFTON, TULL & ASSOCIATES, INC. No. 109
CERTIFICATE OF AUTHORIZATION ARKANSAS ENGINEER

GRAPHIC SCALE IN FEET
100' 0 100'

MCKISSIC WEST REZONING

BENTONVILLE, ARKANSAS

Key Plan

No.	Description	Date

This document, and the ideas and designs incorporated herein, as an instrument of professional service, is the property of Crafton, Tull & Associates, Inc., and is not to be used, in whole or in part, for any other project, without the written authorization of Crafton, Tull & Associates, Inc.

PROJECT NO: 23302500
ISSUE DATE: 05/12/2023
CONTACT: B. MURRAY
QC by:
QC Date:

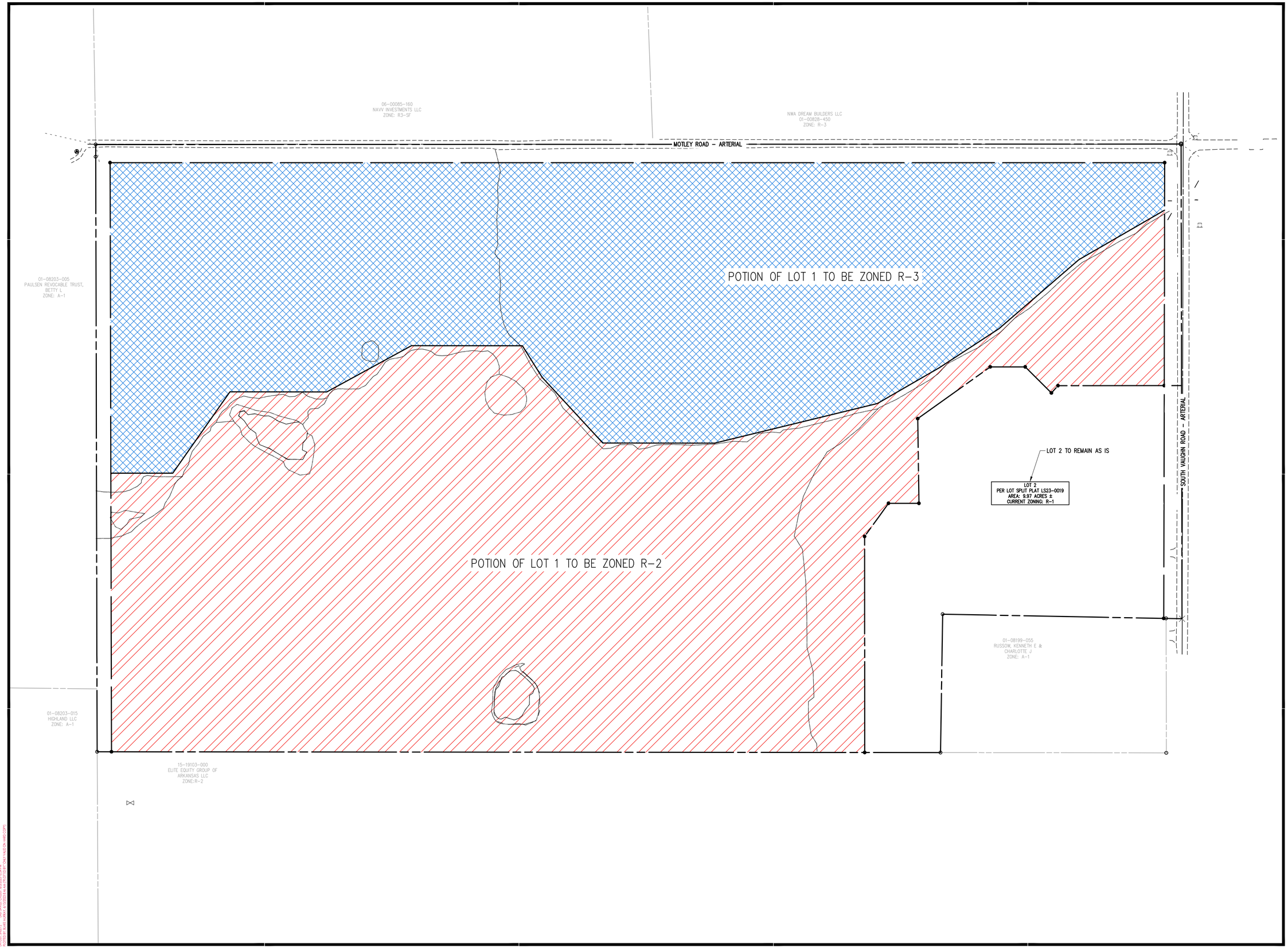
PRELIMINARY PLANS

THIS DOCUMENT IS PRELIMINARY IN NATURE AND IS NOT A FINAL, SIGNED AND SEALED DOCUMENT

REVIEW SET ... NOT FOR CONSTRUCTION ... REVIEW SET ... NOT FOR CONSTRUCTION ...

© 2023 Crafton, Tull & Associates, Inc.

DRAWING: G:\23302500_MCKISSIC-IMPROVEMENTS\CIVIL\DWG\23302500_MCKISSIC-IMPROVEMENTS.DWG
LAYOUT: ARCH E1 (24.00 X 36.00) | PLOTTED: 5/12/2023 7:57 AM | PLOTTED BY: CRAIG HAGELSTEIN



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CERTIFICATE OF AUTHORIZATION:

CERTIFICATE OF AUTHORIZATION
CRAFTON, TULL & ASSOCIATES, INC.
No. 109
ARKANSAS ENGINEER

GRAPHIC SCALE IN FEET
100' 0 100'

MCKISSIC WEST REZONING

BENTONVILLE, ARKANSAS

Key Plan

No.	Description	Date

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PROJECT NO: 2302500
ISSUE DATE: 05/12/2023
CONTACT: B. MURRAY
QC by:
QC Date:

PRELIMINARY PLANS

NOT FOR CONSTRUCTION · REVIEW SET · NOT FOR CONSTRUCTION · REVIEW SET · NOT FOR CONSTRUCTION

THIS DOCUMENT IS PRELIMINARY IN NATURE AND IS NOT A FINAL, SIGNED AND SEALED DOCUMENT

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DRAWING: \\ROGERS\JOBS\23\2302500_MCKISSIC\APPROVAL\CIVIL\PHASING\REZONE EXHIBITS.DWG
LAYOUT: REZONE EXHIBIT - ALL LOTS
PLOTTED BY: BLAKE.HARRIS AT 5/12/2023 8:46 AM PLOT SCALE: 1.0000 PLOT STYLE TABLE: ACAD.CTB (MEDIUM RESOLUTION COLOR)

RESOLUTION NO. _____

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

(PROJECT NUMBER: RZ23-0046)

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

PART OF THE NW 1/4 OF SECTION 17, TOWNSHIP 19 NORTH, RANGE 31 WEST, BENTON COUNTY ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF THE NW 1/4 OF SAID SECTION 17, SAID POINT BEING A RAILROAD SPIKE;
THENCE ALONG THE EAST LINE THEREOF S02°19'35"W 588.73 FEET;
THENCE LEAVING SAID EAST LINE N87°35'04"W 42.20 FEET TO THE POINT OF BEGINNING, SAID POINT BEING A 5/8" IRON PIN EMPOSSED PS 1460;
THENCE N87°35'04"W 258.85 FEET TO A 5/8" IRON PIN EMBOSSED PS 1460;
THENCE S44°20'29"W 24.06 FEET TO A 5/8" IRON PIN EMBOSSED PS 1460;
THENCE N42°35'04"W 90.02 FEET TO A 5/8" IRON PIN EMBOSSED PS1460;
THENCE N87°35'04"W 85.38 FEET TO A 5/8" IRON PIN EMBOSSED PS 1460;
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THENCE S01°37'36"W 206.69 FEET TO A 5/8" IRON PIN EMBOSSED PS 1460;
THENCE N87°35'04"W 74.27 FEET TO A 5/8" IRON PIN EMBOSSED PS 1460;
THENCE S38°17'10"W 99.38 FEET TO A 5/8" IRON PIN EMBOSSED PS 1460;
THENCE S02°24'56"W 526.72 FEET TO A 5/8" IRON PIN EMBOSSED PS 1460;
THENCE N87°30'08"W 1835.46 FEET TO A 5/8" IRON PIN EMBOSSED PS 1460;
THENCE N02°18'34"E 1436.04 FEET TO A 5/8" IRON PIN EMBOSSED PS 1460;
THENCE S87°33'24"E 2569.82 FEET TO A 5/8" IRON PIN EMBOSSED PS 1460;
THENCE S02°33'43"W 543.39 FEET TO A 5/8" IRON PIN EMBOSSED PS 1460 AND THE POINT OF BEGINNING CONTAINING 71.74 ACRES, MORE OR LESS AND SUBJECT TO ANY AND ALL EASEMENT S 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 June 20, 2023 at the Council Chambers of the City of Bentonville;

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

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

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

Section 1: That the above-described real property is hereby changed from its present land use classification of LOW-DENSITY RESIDENTIAL to MEDIUM-DENSITY RESIDENTIAL on the City of Bentonville Future Land Use Map;

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

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

PASSED AND APPROVED this ___ day of _____, 2023.

APPROVED:

_____
Stephanie Orman, Mayor

ATTEST:

_____
Kirby Romines, City Clerk

ORDINANCE NO. _____

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

(PROJECT NUMBER: RZ23-0046)

WHEREAS, Buffington BW LLC, duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present zoning classification of R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL to R-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 THE NW 1/4 OF SECTION 17, TOWNSHIP 19 NORTH, RANGE 31 WEST, BENTON COUNTY ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF THE NW 1/4 OF SAID SECTION 17, SAID POINT BEING A RAILROAD SPIKE; THENCE ALONG THE EAST LINE THEREOF S02°19'35"W 160.99 FEET; THENCE LEAVING SAID EAST LINE N87°40'25"W 40.45 FEET TO THE POINT OF BEGINNING; THENCE S62°25'49"W 241.56 FEET; THENCE S51°36'22"W 257.06 FEET; THENCE S59°12'09"W 173.25 FEET; THENCE S62°25'44"W 174.99 FEET; THENCE S78°44'59"W 407.80 FEET; THENCE N87°30'08"W 272.69 FEET; THENCE N40°15'27"W 217.83 FEET; THENCE N29°34'57"W 90.94 FEET; THENCE N87°30'08"W 270.24 FEET; THENCE S63°47'03"W 235.30 FEET; THENCE N87°30'08"W 236.10 FEET; THENCE S37°29'03"W 242.29 FEET; THENCE N87°30'08"W 150.97 FEET; THENCE N02°18'34"E 756.84 FEET; THENCE S87°33'24"E 2569.82 FEET; THENCE S02°33'43"W 115.72 FEET TO THE POINT OF BEGINNING, CONTAINING 31.23 ACRES, MORE OR LESS AND SUBJECT TO ANY AND ALL EASEMENTS OF RECORD OR FACT.

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held June 20, 2023 in the Council Chambers of the City of Bentonville;

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

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

_____

Stephanie Orman, Mayor

ATTEST:

_____

Kirby Romines, City Clerk

ORDINANCE NO. _____

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

(PROJECT NUMBER: RZ23-0046)

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

PART OF THE NW 1/4 OF SECTION 17, TOWNSHIP 19 NORTH, RANGE 31 WEST, BENTON COUNTY ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF THE NW 1/4 OF SAID SECTION 17, SAID POINT BEING A RAILROAD SPIKE; THENCE ALONG THE EAST LINE THEREOF S02°19'35"W 160.99 FEET; THENCE LEAVING SAID EAST LINE N87°40'25"W 40.45 FEET TO THE POINT OF BEGINNING; THENCE S02°33'43"W 427.68 FEET; THENCE N87°35'04"W 258.85 FEET; THENCE S44°20'29"W 24.06 FEET; THENCE N42°35'04"W 90.02 FEET; THENCE N87°35'04"W 85.38 FEET; THENCE S56°57'15"W 216.96 FEET; THENCE S01°37'36"W 206.69 FEET; THENCE N87°35'04"W 74.27 FEET; THENCE S38°17'10"W 99.38 FEET; THENCE S02°24'56"W 526.72 FEET; THENCE N87°30'08"W 1835.46 FEET; THENCE N02°18'34"E 679.20 FEET; THENCE S87°30'08"E 150.97 FEET; THENCE N37°29'03"E 242.29 FEET; THENCE S87°30'08"E 236.10 FEET; THENCE N63°47'03"E 235.30 FEET; THENCE S87°30'08"E 270.24 FEET; THENCE S29°34'57"E 90.94 FEET; THENCE S40°15'27"E 217.83 FEET; THENCE S87°30'08"E 272.69 FEET; THENCE N78°44'59"E 407.80 FEET; THENCE N62°25'44"E 174.99 FEET; THENCE N59°12'09"E 173.25 FEET; THENCE N51°36'22"E 257.06 FEET; THENCE N62°25'49"E 241.56 FEET TO THE POINT OF BEGINNING, CONTAINING 39.36 ACRES, MORE OR LESS AND SUBJECT TO ANY AND ALL EASEMENTS OF RECORD OR FACT.

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held June 20, 2023 in the Council Chambers of the City of Bentonville;

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

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

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

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

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

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

PASSED AND APPROVED this_____ day of _____, 2023.

APPROVED:

_____
Stephanie Orman, Mayor

ATTEST:

_____
Kirby Romines, City Clerk

REZONING STAFF REPORT

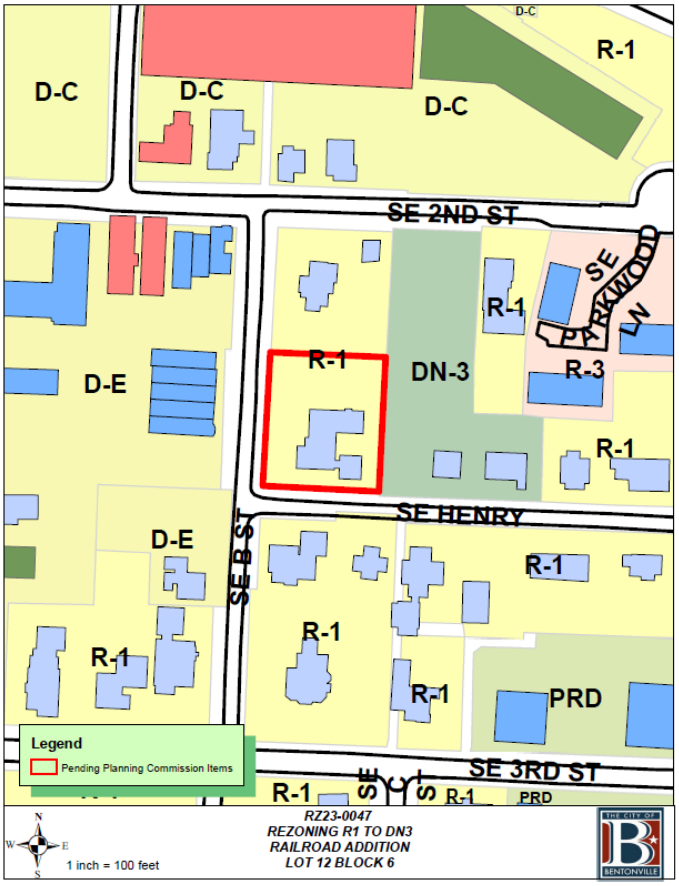
Ayers

207 Southeast B Street
PC Date: 6/20/2023
Reviewer: Luke Aitken, Planning Technician

Project Number	RZ23-0047
Applicant / Current Owner	William & Heather Ayers
Site Area	+/- 0.56 acres
Current Zoning	R-1, Single Family Residential
Requested Zoning	DN-3, Downtown High Density Residential
Current Future Land Use Map Designation	High Density Residential (HDR)
Related projects	RZ20-0011

https://arcg.is/08HvK8

Location Map



Property Description
This property is located at 207 Southeast B Street. It is currently zoned R-1, Single Family Residential. The applicant also owns 301 SE Henry to the east, which was rezoned in 2020 from R-1 to DN-3. This property currently contains an existing single-family home. Adjacent zonings are R-1 to the north and south, DN-3 to the east.

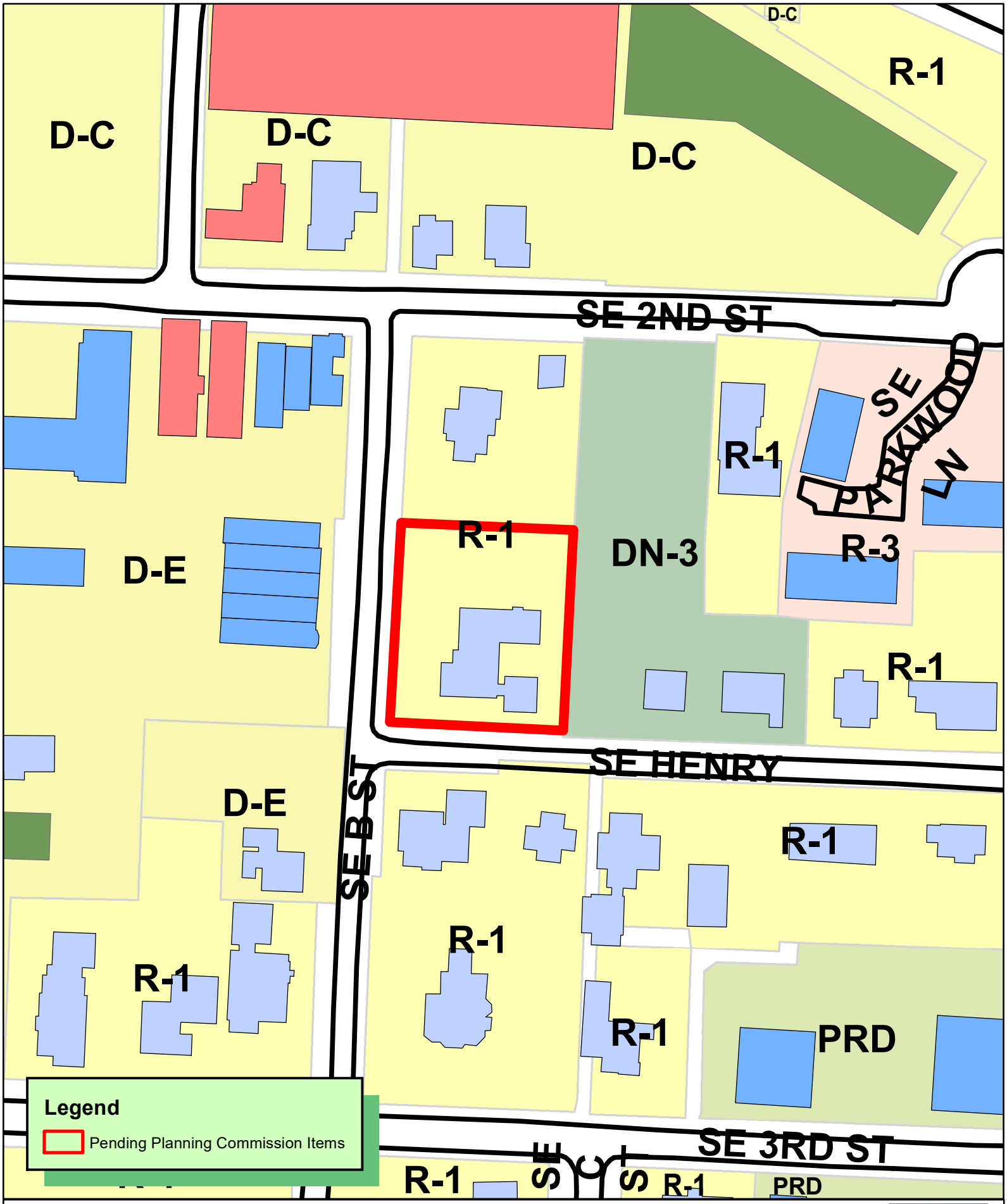
Relationship to the General Plan
The Future Land Use Plan currently depicts this property as High Density Residential. These areas include apartments, condominium buildings, senior housing, and special types of group living. These areas vary greatly in terms of density depending on scale, but typically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

Public Comment
Staff has not received public comment regarding this request. See attached.

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

There are multiple recently constructed townhome developments as well as older existing multifamily buildings located nearby this property. The proposed zoning of DN-3 is compatible with the surrounding development patterns within this area of the city which lends support for the requested zoning change.

Conclusion
This request is consistent with both the future land use plan for the area in question and the uses of the surrounding zoning districts. The request is also consistent with recent development patterns located in the vicinity.



RZ23-0047
REZONING R1 TO DN3
RAILROAD ADDITION
LOT 12 BLOCK 6

Application Packet 05-12-23_Narrative 207 SE B Rezoning Request

The current zoning designation is R-1; we propose zoning designation DN-3. We request this change to be congruent with the neighboring properties; currently to the West is DNE and to the East is DN-3. We also own this adjacent property to the East of 301 SE Henry and are looking to align all our property. We are hoping to eventually split the lot at 207 SE B and sell the northern undeveloped portion. The split would create a lot for sale with an expected frontage of 57' (8,151sq.ft.). No pending sales at this time. Existing home on lot will not change. Expect any new development on eventual lot split to be residential and in line with existing neighborhood aesthetics. The property is located in the Bentonville Water Service area and already connected to the Bentonville water main and Sewer on the West with 6" water and 8" sewer lines.

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: RZ23-0047)

WHEREAS, William J. & Heather D. Ayers, 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:

> NEW LOT #12 IN BLOCK 6, RAILROAD ADDITION, BENTON COUNTY, BENTONVILLE, ARKANSAS ACCORDING TO REPLAT FILED JULY 29, 2014 AT BOOK 2014, PAGE 371. SUBJECT TO ALL EASEMENTS, COVENANTS AND RESTRICTIONS. SUBJECT TO ALL PREVIOUS RESERVATIONS, EXCEPTIONS AND CONVEYANCES OF OIL, GAS AND OTHER MINERALS. SUBJECT TO ANY 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 June 20, 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 HIGH-DENSITY RESIDENTIAL on the City of Bentonville Future Land Use Map;

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

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

PASSED AND APPROVED this _____ day of _____, 2023.

APPROVED:

_____

Stephanie Orman, Mayor

ATTEST:

_____

Kirby Romines, City Clerk

ORDINANCE NO. _____

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

(PROJECT NUMBER: RZ23-0047)

WHEREAS, William J. & Heather D. Ayers, 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:

NEW LOT #12 IN BLOCK 6, RAILROAD ADDITION, BENTON COUNTY, BENTONVILLE, ARKANSAS ACCORDING TO REPLAT FILED JULY 29, 2014 AT BOOK 2014, PAGE 371. SUBJECT TO ALL EASEMENTS, COVENANTS AND RESTRICTIONS. SUBJECT TO ALL PREVIOUS RESERVATIONS, EXCEPTIONS AND CONVEYANCES OF OIL, GAS AND OTHER MINERALS. SUBJECT TO ANY 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 June 20, 2023 in the Council Chambers of the City of Bentonville;

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

WHEREAS, the Planning Commission voted to recommend to the City Council that the petition be approved and that said property be rezoned from its present classification of R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL to DN-3, DOWNTOWN HIGH DENSITY RESIDENTIAL.

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

Section 1: That the above-described real property is hereby changed from its present zoning classification of R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL to DN-3, DOWNTOWN HIGH DENSITY RESIDENTIAL to be used in accordance with the city zoning laws and state laws;

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

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

PASSED AND APPROVED this_____ day of _____, 2023.

APPROVED:

_____

Stephanie Orman, Mayor

ATTEST:

_____

Kirby Romines, City Clerk

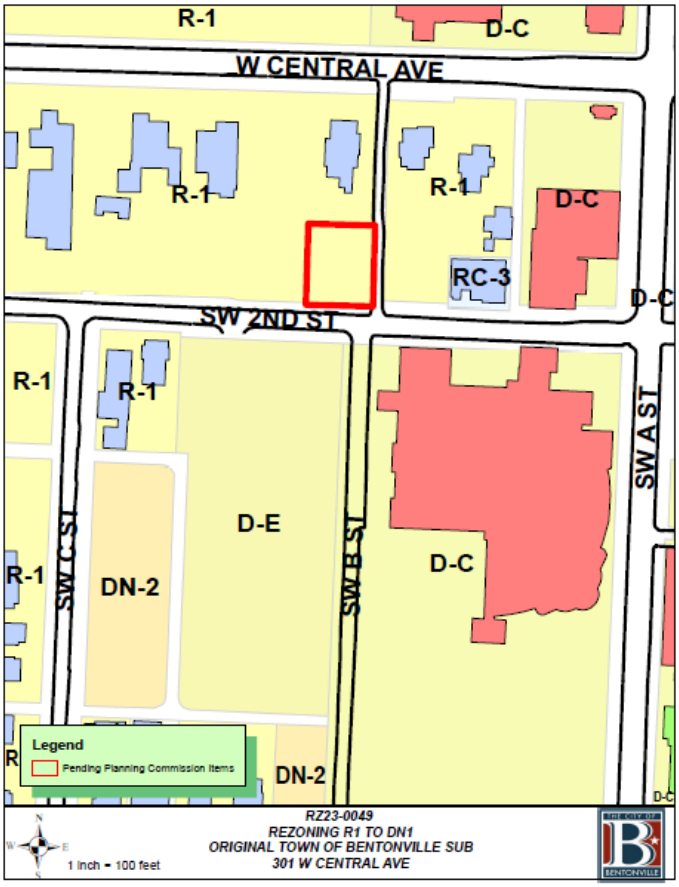
Culpepper

301 W Central Ave
PC Date: 6/20/2023
Reviewer: Luke Aitken, Planning Technician

Project Number	RZ23-0049
Applicant / Current Owner	Lee & Bethany Culpepper
Site Area	+/- 0.49 acres
Current Zoning	R-1, Single Family Residential
Requested Zoning	DN-1, Downtown Low Density Residential
Current Future Land Use Map Designation	Low Density Residential (LDR)
Related projects	LS22-0030

https://arcg.is/08HvK8

Location Map



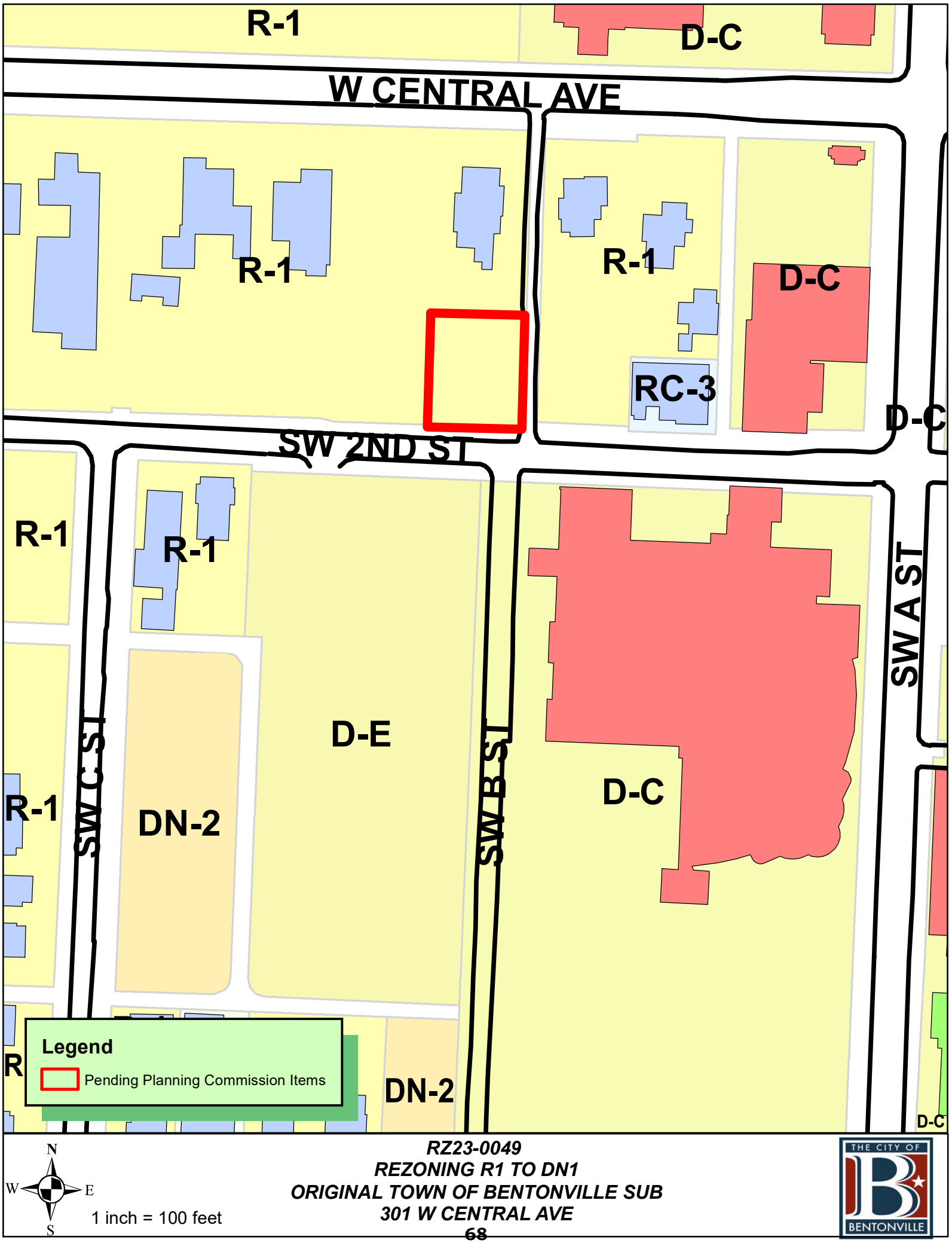
Property Description
This property is located at 301 W Central Ave. It is currently zoned R-1, Single Family Residential. It contains an existing single-family home. Adjacent zonings are R-1, Low-density Single Family Residential to the north, east, and west, and DE and DC to the south.

Relationship to the General Plan
The Future Land Use Plan depicts this property as Low Density Residential (LDR) and is flanked by properties also designated as Low-Density Residential. Low-density residential areas include detached single-family residential properties with a typical density of 3-8 units per acre. While lot size and overall density may vary from one part of the city to another, these areas represent the predominant form of residential development in Bentonville. These areas may also include local amenities for residents, including neighborhood parks, places of worship, etc. This property is located within Strategic Growth Zone 1: Downtown Intensification, in which DN-1 zoning is appropriate under its current land use classification of Low Density Residential.

Public Comment
Staff has not received public comment regarding this request. See attached.

Analysis
The intent of the DN-1 district is to preserve the established development pattern of portions of the downtown neighborhoods that are predominantly single-family with lots generally larger than 60 feet in width. The proposed zoning of DN-1 is consistent with the Future Land Use Plan and is compatible with the existing residences within this area of the city which lends support to the requested change.

Conclusion
This rezoning request is consistent with the Future Land Use Plan and is consistent with the uses of nearby zoning districts along W Central Ave and SW 2nd Street.



RZ23-0049
REZONING R1 TO DN1
ORIGINAL TOWN OF BENTONVILLE SUB
301 W CENTRAL AVE

Blew & Associates, P.A.
Civil Engineers Professional Land Surveyors

3825 N. Shiloh Dr.
Fayetteville, Arkansas 72703
479-443-4506
Fax 582-1883

May 3, 2023

Re: Rezone Request from R-1 to DN-1 for Parcel 01-01088-000
301 W. Central Ave., Bentonville, AR 72712

To Whom It May Concern:

Our clients, Lee & Bethany Culpepper, are requesting a rezone and land use map amendment for their property at 301 W Central Ave., Bentonville, AR 72712.

The current zoning designation is R-1 (low-density residential), and we are proposing a zoning designation of DN-1 (low-density residential).

Our clients are intending to subdivide the lot and build a new single-family home on SW 2nd Street. Our request to rezone to DN-1 maintains the low-density residential neighborhood aesthetic but allows for a smaller front yard setback (R-1 requires a 20' front yard setback whereas DN-1 only requires a 15' front yard setback), which would give more usable area to the lot and be consistent with the two houses directly east of the subject property. Those two houses each have a 12' front yard setback, which were obtained through a variance and through zoning, respectively. The value of the land in the downtown area has risen considerably and our clients would like to maximize the lots potential while still maintaining a low-residential designation, which can be achieved by rezoning to DN-1.

A DN-2 zoning designation was approved for 6 lots on SW C Street, one block over from the subject property. The density of the neighborhood is changing, and we feel the requested change is moderate in scope and aligns with the zoning intent of the changing downtown density.

This rezone request will not cause a significant increase in traffic. Water and sewer are available to the property.

We kindly ask for your approval of this rezone. The rezone affects Parcel 01-01088-000.

Thank you for your consideration,

Respectfully,

Nikki Littrell
Senior Project Coordinator

RZ23-0019

(1)

NOTICE OF INTENT TO REZONE

Lee + Bethany Culpepper has requested the Bentonville Planning Commission to set a public hearing date to consider rezoning the following property from B-1 to DN-1

The legal description of the property is as follows:

(Attached seperately)

The common description of the property is: 301 W. Central Ave. Bentonville

The public hearing will be held June 20th, 2023 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:

[redacted]

Signature and Physical Address

[redacted]

BENTONVILLE, AR 72712

Signature and Physical Address

ORDINANCE NO. _____

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

(PROJECT NUMBER: RZ23-0049)

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

> BEING A PORTION OF LOT 147A, ORIGINAL TOWN OF BENTONVILLE, BENTON COUNTY, ARKANSAS, A REPLAT OF THE E 1/2 OF LOTS 147 & 148 AND EAST 1/2 OF A VACATED 12 FOOT ALLEY BETWEEN LOTS 147 & 148, AS SHOWN IN PLAT RECORD 15 AT PAGE 11, BEING DESCRIBED AS FOLLOWS: COMMENCING AT A FOUND 1" PIPE AT THE NORTHWEST CORNER OF LOT 158 OF THE ORIGINAL TOWN OF BENTONVILLE; THENCE SOUTH 88°14'28" EAST A DISTANCE OF 352.37 FEET TO A FOUND 5/8" REBAR CAPPED (PLS 1659); THENCE SOUTH 01°33'17" WEST A DISTANCE OF 155.12 FEET TO A SET 5/8" REBAR BEING THE TRUE POINT OF BEGINNING; THENCE SOUTH 88°26'55" EAST A DISTANCE OF 82.13 FEET TO A SET 5/8" REBAR; THENCE SOUTH 01°33'05" WEST A DISTANCE OF 99.28 FEET TO A FOUND 5/8" REBAR CAPPED (PLS 1659) ON THE NORTH RIGHT-OFWAY OF SOUTHWEST 2ND STREET; THENCE, ALONG SAID RIGHT-OF-WAY, NORTH 88°33'45" WEST A DISTANCE OF 82.14 FEET TO A FOUND 5/8" REBAR CAPPED (PLS 1659); THENCE LEAVING SAID RIGHT-OF-WAY, NORTH 01°33'17" EAST A DISTANCE OF 99.45 FEET TO THE POINT OF BEGINNING. CONTAINING 0.187 ACRES, MORE OR LESS. SUBJECT TO EASEMENTS AND RIGHTOF-WAYS OF RECORD.

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held June 20, 2023 in the Council Chambers of the City of Bentonville;

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

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

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

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

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

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

PASSED AND APPROVED this_____ day of _____, 2023.

APPROVED:

_____

Stephanie Orman, Mayor

ATTEST:

_____

Kirby Romines, City Clerk

Parking Amendments

PC Date: 5/16/2023
Reviewer: Shelli Kerr, AICP, Comprehensive Planning Mngr

Type	Amendment
Code Impacted	Zoning Code, Chapter 94
Section(s)	
Recommendation	APPROVAL

Request

Approval of an ordinance amending City Code Chapter 94-VI Parking to regulate on-street parking in residential areas and Appendix A Zoning Code Article 501 Off-street Parking and Loading to regulate off-street parking in residential areas; and for other purposes.

Issue Statement

City officials have documented numerous cases of vehicles, particularly large commercial vehicles and recreational vehicles, parked continuously in residential areas. Such on-street parking of larger vehicles can reduce travel safety, impact response times for public safety, and affect the appearance and value of residential neighborhoods.

The intent of this amendment is to provide regulations for on-street parking and combine regulations for off-street parking, particularly recreational vehicles and commercial vehicles in residential areas. The regulations are separated in two different sections of the Municipal Code. The first is Chapter 94 which pertains primarily to parking on public-right-of-way and is enforced by the Police Department. The second is the Zoning Code, Art. 501 which pertains primarily to off-street parking which is enforced by the Planning Department and Code Enforcement.

Proposed Changes

- Amend Chapter 94 to add definitions for a "commercial vehicle" and "recreational vehicle."
- Amend Chapter 94 to add regulations for on-street parking that limits how long a vehicle can park and prohibiting inoperable vehicles, vehicles displayed for sale, vehicle repair, commercial vehicles in or near residential zones, and recreational vehicles from being parked on public right-of-way.
- Amend Zoning Code, Art. 201 Definitions to include "residential driveway."
- Amend Zoning Code, Sec. 501.12 to regulate recreational vehicles and commercial vehicles.
- Delete Ch. 94-156 and incorporate into Sec. 501.12 as subsection (a).
- Delete Sec. 601.09 and incorporate into Sec. 501.12 as subsection (c).

ORDINANCE NO. _____

AN ORDINANCE AMENDING CITY CODE CHAPTER 94-VI PARKING AND APPENDIX A ZONING CODE ARTICLE 501 OFF-STREET PARKING AND LOADING; REGULATING OFF-STREET PARKING IN RESIDENTIAL AREAS; AND FOR OTHER PURPOSES.

WHEREAS, City officials have documented numerous cases of vehicles, particularly large commercial vehicles and recreational vehicles, parked continuously in residential areas; and

WHEREAS, such on-street parking of larger vehicles can reduce travel safety, impact response times for public safety, and affect the appearance and value of residential neighborhoods;

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

Section 1: That Bentonville Municipal Code, Chapter 94 and Appendix A Zoning Code shall be and are hereby amended with *Attachment A: Parking Amendments*, an electronic copy and hard copy of which is on file with the City Clerk and is hereby adopted by references as though it were copied herein fully;

Section 2: That City Code, Chapter 94-156 shall be and is hereby deleted from Ch. 94, pursuant to Section 1 above including the regulations from Chapter 94-156 in Sec. 501.12;

Section 3: That Zoning Code, Sec. 601.09 Commercial Vehicles in Residential Zones should be and the same is hereby deleted, pursuant to Section 1 above including the regulations from Sec. 601.09 in Sec. 501.12;

Section 4- Severability Provision: If any part of this Ordinance is held invalid, the remainder of this Ordinance shall continue in effect as if such invalid portion never existed; and

Section 5 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Ordinance are repealed to the extent of such conflict.

PASSED and APPROVED this _____ day of _____, 2023.

APPROVED:

_____
Stephanie Orman, Mayor

ATTEST:

_____
Kirby Romines, City Clerk

ATTACHMENT A

Underline text to be added and strikethrough text to be deleted.

Chapter 94-149 Definitions Amendment

Commercial Vehicle - a self-propelled or towed vehicle to transport passengers or property used primarily for business or commercial purposes, or, if the vehicle-- (1) Has a gross vehicle weight rating or gross vehicle weight of at least 12,001 pounds, whichever is greater; (2) Is designed or used to transport more than 8 passengers (including the driver) for compensation; or (3) Is designed or used to transport more than 15 passengers, including the driver, and is not used to transport passengers for compensation.

Recreational Vehicle ("RV") - a vehicular-type unit primarily designed for recreational camping or travel use that has its own motive power or is mounted on or towed by another vehicle. The units include travel trailers, fifth wheel trailers, folding camping trailers, truck campers, motor homes, and non-freight trailers used to transport other leisure equipment, such as a boat, horse, motorcycle, show car, race car, snowmobile, or bicycle.

Driveway, Residential – a continuous and unobstructed path of travel between the public street to the garage, carport, or vehicle entrance to the residential structure.

Chapter 94-VI Parking Amendment

94-163 On-street parking.

1. **Length of time.** It shall be unlawful for any person or business to park a vehicle in the public right-of-way and to occupy that space for more than a consecutive period of 72 hours.
2. **Inoperable Vehicles.** It shall be unlawful for any person to park, keep, or store any vehicle that is inoperable and/or has been damaged, wrecked, or is in a state of disrepair within any public right-of-way.
3. **Display and repairs.** It shall be unlawful for any person to park a vehicle or trailer within any public right-of-way for the purpose of displaying a vehicle for sale or for washing/repairing vehicles or trailers, except in an emergency.
4. **Commercial Vehicles.** It shall be unlawful for any person to park or store commercial vehicles, as defined herein, within any public right-of-way in a residential zone or within a public right-of-way abutting a residential zone between 10 pm and 7 am.
5. **Recreational Vehicles.** It shall be unlawful to park a recreational vehicle, all-terrain vehicle, boat, utility trailer, or trailer of any kind, within a public right-of-way, except when it is actually being loaded, readied for use, or unloaded, but in no event longer than 24 hours.

App. A Zoning Code, Sec. 501.12 Parking and Storage of Certain Vehicles Amendment

Sec. 501.12 Parking and Storage of Certain Vehicles

(a) **Owner Consent.** It shall be unlawful to park any motor vehicle on any private property without the consent of the owner of the property.

(b) **Recreational Vehicles.**

(1) **Number allowed.** It shall be unlawful to park more than two (2) recreational vehicles or trailers on any residential property, excluding those parked in an enclosed garage or placed in the side or rear yard, if said yard is enclosed by a minimum of a six foot (6') tall opaque fence.

(2) **Garage driveway.** Only one (1) recreational vehicle or trailer may be parked or stored between the paved edge of any street and a dwelling or garage (whichever is closer to the paved edge of the street) and shall be parked or left on a garage driveway or other approved parking area which is immediately adjacent to, and an expansion of, the garage driveway, not to exceed 50% of the size of the existing driveway, and is the same material as the existing driveway or approved parking surface.

(3) **Dwelling or Lodging Use.** It shall be unlawful to use a recreational vehicle, trailer, or any other vehicle for temporary or permanent on-premises dwelling or lodging purposes for more than seven days total in any continuous 12-month period.

(c) **Commercial Vehicles.** A private garage located in a Residential Zoning District (including MF and RMH Zones) shall not be used for storage of more than one commercial vehicle that does not exceed one and one-half (1½) tons rated capacity per family living on the premises.

(d) **Unlicensed Vehicles.** Automotive vehicles or trailers of any kind or type without current license plates shall not be parked or stored on any residentially zoned property other than in completely enclosed buildings or carport.

Agenda Item Form

Date of City Council Meeting	**6/27/2023**
Department	**Planning**
Submitted by	**Tyler Overstreet**
Phone	**(479) 271-3144**

Item Type: (*Check Applicable Item Type)*

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

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

Resolution authorizing the Mayor and City Clerk to enter into a professional services agreement with DPZ Codesign, LLC to conduct a future land use plan update and approving a budget adjustment to recognize grant funds, in the amount of $320,000.00 from the Walton Family Foundation, to fund this project. A budget adjustment is needed to recognize grant funds.

Estimated Cost	**($320,000)**
Is this Item Budgeted?	☑ Yes ☐ No

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

This item will be funded through a 12-month grant from the Walton Family Foundation. $300,000 had been set aside for this project, which will be reallocated to another item on this agenda.

Budget Adjustment Request

Date of City Council Meeting	**6/27/2023**
Department	**Planning**
Submitted by	**Tyler Overstreet**
Phone	**(479) 271-3144**

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

This budget adjustment recognizes the revenue from the Walton Family Foundation and allocates funding for the Bentonville Future Land Use Plan Project

General Ledger Account Information*				
Org (Department)	**Object**	**Account Description**	**Revenue + (-)**	**Expense + (-)**
101610	**33810**	**Local Grants**	**$ 320,000.00**	
		Totals	**$ 320,000.00**	**$ -**
		Net Impact on Fund Balance	**$**	**320,000.00**

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

WALTON FAMILY
FOUNDATION

June 7, 2023

Stephanie Orman
City of Bentonville
305 SW A Street
Bentonville, AR, 72712

RE: Grant 00109137

Dear Stephanie,

At the Walton Family Foundation, we work to tackle tough social and environmental problems with urgency and a long-term approach to create access to opportunity for people and communities. To do this, we know we must work with individuals and groups closest to these challenges because they often have the most thoughtful, insightful solutions.

As we support efforts to improve education, protect our rivers and oceans and the livelihoods they support, and promote quality of life in our Home Region, we look to groups like yours. I am pleased to inform you that your grant request has been approved in the amount of $320,000.00 to support an update of the City of Bentonville Future Land Use Plan. The attached grant agreement outlines the details.

On behalf of the Walton Family Foundation, I express my appreciation for what your organization has accomplished so far and my optimism for your future success. Together, we can have an impact that improves lives today and that will last to benefit future generations.

Sincerely,

Christie Yang
Secretary and General Counsel

Grant Agreement

June 7, 2023

Grant 00109137

The Walton Family Foundation, Inc. (“Foundation” or “WFF”) has approved a grant in the amount of $320,000.00 to City of Bentonville (“Grantee”). The project term will be June 1, 2023 to July 1, 2024. This grant is subject to the following terms and conditions:

1. **Purpose:** The purpose of the grant is to support an update of the City of Bentonville Future Land Use Plan. This grant is more fully described in Grantee's proposal dated April 14, 2023. Grantee agrees to use all grant funds exclusively for the grant’s purposes. Any changes in these purposes must be authorized in advance by the Foundation in writing.

2. **Amount: $320,000.00 USD**

   Grant payment will be made as follows:

Amount	Requirement	Date
$320,000.00	Signed Grant Agreement	July 2023

3. **Payable:** This grant payment shall be initiated upon receipt of this completed agreement from Grantee acknowledging the terms and conditions set forth herein. Grantee should receive the initial installment electronically within 14 business days of completion.

4. **Accounting:**
   a. The Foundation encourages, whenever feasible, the deposit of grant funds in an interest-bearing account. For purposes of this agreement, the term “grant funds” includes the grant and any income earned thereon.
   b. Grantee will maintain records of receipts and expenditures made in connection with the grant funds and will keep these records during the period covered by the Grantee’s reporting obligations specified in the Reporting and Evaluation paragraph and for at least four years thereafter (“Maintenance Period”). Grantee will make its books and records in connection with the grant funds available for inspection by the Foundation during normal business hours as the Foundation may request at any time during the Maintenance Period.

5. **Reporting and Evaluation:** Grantee will provide the Foundation with reports by the due dates listed in the report schedule below. Each report shall include an account of expenditures of grant funds, and a brief narrative of what was accomplished (including a description of progress made in fulfilling the purposes of the grant and a confirmation of Grantee’s compliance with the terms of the grant).

Report Type	Report Date
Final Report	July 1, 2024

   Success will be measured against the outputs and outcomes described in Appendix A.

   All reports will be submitted electronically using the Foundation’s online grants management

system. Any questions regarding this process should be addressed to your contact listed in the Contact paragraph of this document, or by emailing smartsimplehelp@wffmail.com. Please reference Grant 00109137 on all communication.

6. **Representations:** Grantee represents and warrants to the Foundation that:
    a. Grantee is an organization in good standing, is either an organization described in section 501(c) (3) of the Internal Revenue Code ("Code") or a governmental unit, and is not a "private foundation" described in section 509(a) of the Code. Grantee will promptly notify the Foundation of any change in Grantee's tax status under the Code.
    b. In no event will Grantee use any grant funds:
        i. to carry on propaganda, or otherwise to attempt, to influence legislation;
        ii. to influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive; or
        iii. to undertake any activity other than for a charitable, educational or other exempt purpose specified in section 170(c)(2)(B) of the Code.
    c. Grantee will comply with all applicable laws and regulations.
    d. Grantee does not support, directly or indirectly, terrorist activities or violence of any kind, and takes reasonable steps to ensure that:
        i. Grantee's board, staff and volunteers have no dealings with, and do not support, terrorist activities or violence of any kind, and
        ii. grant funds will not ultimately be used to support terrorist activities or violence of any kind.

7. **Anti-Discrimination:** It is the Foundation's expectation that, in the application of Foundation's funds, Grantee will encourage equal opportunities for all and will not use the Foundation's funds to promote or engage in: exploitation, abuse, bullying, harassment, criminal acts of violence, terrorism, hate crimes, or any behavior which would be considered a violation of federal anti-discrimination laws, which prohibit discrimination on the basis of age, race, national origin, religious beliefs, sex (including gender, pregnancy, sexual orientation, and gender identity), disability, and veteran status. It is also the Foundation's expectation that Grantee has established appropriate policies and procedures for training staff and receiving and addressing complaints regarding violence, exploitation, abuse, harassment, and discrimination, and other forms of misconduct.

8. **Repayment, Rescission, and/or Termination:** The Foundation, in its sole discretion, may discontinue or suspend funding, rescind payments made, require the return of any unspent funds, or terminate this agreement if any of the following events occur:
    a. Grantee ceases to maintain its tax-exempt status as described in paragraph 6(a) above;
    b. Grantee fails to comply with the terms of this agreement, including, but not limited to, failure to submit any required reports on a timely basis;
    c. There is a material change in Grantee's key personnel that in the sole opinion of the Foundation adversely affects Grantee's management of the grant;
    d. Grantee does not use funds for the purpose of this grant;
    e. The Foundation determines that Grantee will be unable to achieve the purposes for which the grant was made;
    f. The Foundation becomes aware of actual or alleged acts or omissions to act by Grantee or one or more of Grantee's directors, officers, employees, volunteers, sub-grantees or contractors which the Foundation believes pose a reputational risk to the Foundation, and for which the Foundation determines Grantee has not taken immediate and effective remedial measures;

g. There is an investigation or allegation of unlawful action or gross misconduct by Grantee, any officer, director, trustee, employee, or agent of Grantee, or any organization affiliated with Grantee, and the Foundation, in its sole discretion, determines such investigation or allegation to be credible; or
h. The Foundation determines that making any payment, in the judgment of the Foundation, might expose the Foundation to liability, adverse tax consequences, or constitute a taxable expenditure.

The Foundation will provide notice of any determinations made under this paragraph and, in its sole discretion, may provide Grantee up to 30 days to respond to and resolve the issues identified in the Foundation's notice. However, the determination to suspend funding, terminate, or continue the grant will remain in the Foundation's sole discretion.

9. **Grant Publicity:** Grant publicity related to this grant consistent with Grantee's normal practice is permitted, subject to the following provisions. The Foundation expects any announcements and other publicity to focus on Grantee's work and the project or issue funded by the grant. Recognition of the Foundation's role in funding the project is permitted, provided that the timing, content and strategic focus of such publicity should be approved by the Foundation contact listed in the Contact paragraph of this document. Publicizing the grant and the Foundation in Grantee's publications and communications in a manner consistent with similar grants obtained by Grantee is permitted. If publicized or recognized, the grant should be listed as from the "Walton Family Foundation."

   The Foundation may ask Grantee to provide illustrations, photographs, videos, recordings, information or other materials related to the grant (collectively "Grant Work Product") for use in Foundation communications including the Foundation's website, annual report, newsletters, board materials, presentations, communications and other publications. Grantee agrees to provide the Foundation with such items upon the Foundation's reasonable request and hereby grants to the Foundation and anyone acting under the authority of the Foundation a fully paid-up, world-wide, right and license to use, reproduce, display and distribute the Grant Work Product in connection with the Foundation's charitable operations and activities. In connection therewith, Grantee shall be responsible for obtaining all necessary rights and permissions from third parties for the Foundation to use the Grant Work Product for these purposes. By signing this Agreement, Grantee also acknowledges and agrees to use by the Foundation of historical, programmatic and other information relating to Grantee and the grant hereunder.

10. **Gratuities:** The Foundation desires that all of Grantee's resources be dedicated to accomplishing its philanthropic purposes. Therefore, Grantee agrees that it will not furnish the Foundation or its Board of Directors, officers, staff or affiliates with any type of benefit related to this grant including tickets, tables, memberships, commemorative items, recognition items, or any other benefit or gratuity of any kind.

11. **Contact:** For all communications regarding this grant, please contact the Foundation by email at HomeRegion@wffmail.com. Please reference Grant 00109137 in your communication.

By electronically signing this agreement the Grantee acknowledges and agrees to the terms and conditions herein. A copy of the completed document will be emailed to the Grantee through DocuSign. If the electronic signing is not completed by June 21, 2023 the Foundation will consider the Grantee to have declined the grant.

Walton Family Foundation, Inc.

By:

Christie Yang
Secretary and General Counsel

City of Bentonville

By:

Stephanie Orman
Mayor

Appendix A: City of Bentonville

Performance Measures

Goal: Conduct inclusive community engagement that increases understanding of the Future Land Use Plan among Bentonville residents.			
Outputs And Outcomes			
Category	**Who will do what and how much?**	**By when?**	**Measured or evaluated by?**
Output	The City of Bentonville, with assistance from the selected consultant, will complete robust and inclusive public engagement for Future Land Use Plan including a charrette, survey distributed through utility mailers to all Bentonville households at the project onset and end, and community outreach that demonstrates opportunities for the public to engage at varying times during the day and at diverse places of employment or recreation in addition to regular City meetings. All educational materials, surveys and key messages will be published/conducted in at least two languages.	06/01/2024	Dates, location, and description of all meeting. Copy of educational materials, survey and key messages.
Outcome	At least 1,000 community members will demonstrate engagement with the Future Land Use Plan. Survey respondents will be representative of Bentonville's demographic diversity in terms of age, income and ethnicity.	06/01/2024	List or number of attendees at meetings and survey respondents.
Outcome	Bentonville resident understanding of the Future Land Use Plan will increase by 50% over the baseline by the end of the grant period.	06/01/2024	Survey results, distributed through utility mailers to all Bentonville households at project onset and ending.

Goal: Increase understanding among developers, stakeholders, and decision-makers about how to utilize the new Future Land Use Map and build support for its changes.			
Outputs And Outcomes			
Category	**Who will do what and how much?**	**By when?**	**Measured or evaluated by?**
Output	The City of Bentonville, with assistance from the selected consultant, will distribute educational resources to all active developers in the City of Bentonville to explain the changes between the old Land Use Plan and the new.	01/01/2024	Development of new online resource; list of developers provided with the link.
Outcome	50% of developers will express satisfaction with the new Future Land Use Plan.	06/01/2024	Post-plan survey results from a survey distributed at the City's Developer's Forum, which is held twice per year.

PROFESSIONAL SERVICES AGREEMENT

PROJECT NAME: Bentonville Future Land Use Plan _____ ("PROJECT")

THIS AGREEMENT ("AGREEMENT") is made in Benton County, Arkansas, by and between the City of Bentonville, Arkansas, hereinafter referred to as "CITY", and DPZ CoDesign, LLC, hereinafter referred to as "PROFESSIONAL CONSULTANT" (collectively, the "PARTIES").

The PARTIES have caused this AGREEMENT to be effective this ____day of _____, 2023 ("EFFECTIVE DATE").

RECITALS:

A. WHEREAS, the CITY has a need to perform long-range, comprehensive land use and transportation planning for the City of Bentonville, Arkansas; and

B. WHEREAS, The CITY has selected the PROFESSIONAL CONSULTANT and negotiated this AGREEMENT using the procedures as set forth in Ark. Code Ann. § 19-11-800; and

C. WHEREAS, the CITY wishes to contract for Professional Services; and

D. WHEREAS, The PROFESSIONAL CONSULTANT has the skill, experience, ability, background, certifications and knowledge to provide these services; and

E. WHEREAS, The PROFESSIONAL CONSULTANT wishes to perform such professional services under this AGREEMENT with the CITY.

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

ARTICLE I - PROJECT DESCRIPTION

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

ARTICLE II - SCOPE OF SERVICE

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

Article III - STANDARD OF CARE

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

ARTICLE IV - ADDITIONAL SERVICES

A. Any service outside of the work described herein or included by reference hereto must be pre-approved by the CITY and executed as an AMENDMENT to this AGREEMENT by the Parties prior to any such work being completed; any such AMENDMENT shall be in accordance with the CITY'S purchasing laws and guidelines and may require approval from the Bentonville City Council.

B. PROFESSIONAL CONSULTANT shall make no claims for additional services or changes in the services until an AMENDMENT has been fully executed by the Parties.

ARTICLE V - SCHEDULE OF FEES, SERVICES AND PAYMENT

A. The term of this AGREEMENT shall commence on the EFFECTIVE DATE and shall proceed in accordance with APPENDIX C, "Schedule of Fees and Services, Key Milestones, and Durations for Major Tasks", attached hereto and incorporated herein by reference.

B. The cost of this AGREEMENT shall be in accordance with APPENDIX C.

C. CITY agrees to pay PROFESSIONAL CONSULTANT for all services authorized by inclusion in this AGREEMENT which have been properly performed by PROFESSIONAL CONSULTANT in accordance with this AGREEMENT.

D. All fees paid to PROFESSIONAL CONSULTANT shall be based on invoices submitted by PROFESSIONAL CONSULTANT for work performed under this AGREEMENT, less any previous payments. PROFESSIONAL CONSULTANT shall submit invoices for services related to this AGREEMENT on a monthly basis.

E. CITY reserves the right to delay, without penalty, any partial payment when, in the opinion of the CITY, PROFESSIONAL CONSULTANT has not made satisfactory progress on the Project based on the SCOPE. If CITY objects to any portion of an invoice, the CITY shall notify PROFESSIONAL CONSULTANT and shall pay all other portions of the invoice which are not in dispute. In the event of dispute, CITY and PROFESSIONAL CONSULTANT shall immediately make every effort to settle the disputed portion of the invoice.

F. In the event that the CITY becomes credibly informed that any representations of PROFESSIONAL CONSULTANT provided in its invoicing are wholly or partially inaccurate, CITY may withhold payment of sums then, or in the future, otherwise due to PROFESSIONAL CONSULTANT until the inaccuracy and the cause thereof is corrected to the CITY's reasonable satisfaction.

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

ARTICLE VI - INSURANCE

A. PROFESSIONAL CONSULTANT shall during the term hereof maintain in full force and effect the following insurance:

1. A comprehensive general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the PROFESSIONAL CONSULTANT's performance of services pursuant to this AGREEMENT with a combined single limit of not less than $1,000,000.00 per occurrence and $2,000,000 in the aggregate for injury to persons (including death), and for property damage;

2. A policy of automobile liability insurance covering any vehicles owned and/or operated by PROFESSIONAL CONSULTANT, its officers, agents, and employees, and used in the performance of this AGREEMENT with policy limits of not less than $1,000,000.00 combined single limit and aggregate for bodily injury and property damage; and

3. Statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of PROFESSIONAL CONSULTANT's employees involved in the provision of services under this AGREEMENT with policy limit of not less than $1,000,000.00.

B. All insurance and certificate(s) of insurance shall contain the following provisions:

1. Include CITY as additional insured as to all applicable coverage with the exception of Workers Compensation Insurance and Professional Liability/Errors and Omissions coverage; and

2. provide for at least thirty (30) days prior written notice to CITY for cancellation or non-renewal of the insurance;

3. provide for a waiver of subrogation against CITY for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance, except for Professional Liability/Errors and Omissions coverage.

C. PROFESSIONAL CONSULTANT shall provide 30 day written notice to CITY of any material change of or to the insurance required herein.

D. All insurance companies providing the required insurance shall be authorized to transact business in Arkansas and rated at least "A" by AM Best or other equivalent rating service. A certificate of insurance evidencing the required insurance and all endorsements required by this Agreement shall be submitted prior to commencement of services.

E. In the event that additional or greater insurance requirements are warranted, these requirements shall be included as an Appendix, which will be attached hereto and incorporated by reference.

ARTICLE VII - RIGHT OF ACCESS

A. CITY will obtain and/or furnish right-of-access for PROFESSIONAL CONSULTANT to perform any required studies, surveys, tests or other necessary investigations in relation to the PROJECT.

B. PROFESSIONAL CONSULTANT will take reasonable precautions to minimize damage to the personal or real property in the performance of such surveys, tests, studies and investigations.

C. CITY recognizes that PROFESSIONAL CONSULTANT's operations and use of equipment may unavoidably alter existing conditions or affect the environment at the PROJECT site. The cost of repairing such damage shall be the responsibility of PROFESSIONAL CONSULTANT, at no additional cost to the CITY. In the event that PROFESSIONAL CONSULTANT fails to correct such damages, CITY is entitled to utilize CITY forces or other labor to repair the damage; any costs incurred by CITY for such work shall be deducted from the monies due to PROFESSIONAL CONSULTANT.

ARTICLE VIII - RECORDS AND RETENTION

A. All surveys, studies, proposals, applications, drawings, plans, specifications and other documents, including those in electronic form, prepared by PROFESSIONAL CONSULTANT and its PROFESSIONAL CONSULTANTs, subcontractors, agents, representatives, and/or employees in connection with this AGREEMENT ("PROJECT DOCUMENTS") are intended for the use and benefit of CITY. PROFESSIONAL CONSULTANT and its PROFESSIONAL CONSULTANTs, subcontractors, agents, representatives, and/or employees shall be deemed the authors of their respective part of the PROJECT DOCUMENTS. Notwithstanding anything to the contrary, CITY shall own, have, and retain all rights, title and interest in and to all PROJECT DOCUMENTS, whether in draft form or final form, which are produced at CITY's request or otherwise produced from PROFESSIONAL CONSULTANT's performance of the work described herein for CITY. The CITY's ownership of PROJECT DOCUMENTS shall not apply to PROFESSIONAL CONSULTANT's proprietary standard details that were developed by the PROFESSIONAL CONSULTANT prior to the commencement of this PROJECT.

B. CITY shall have full authority to reuse, reproduce, publish, disclose and distribute PROJECT DOCUMENTS, as needed, according to Arkansas State Law.

C. PROFESSIONAL CONSULTANT shall, upon completion of the services and full payment for the PROFESSIONAL CONSULTANT'S services by the CITY, or earlier termination and appropriate compensation as provided by this AGREEMENT, provide the CITY with all PROJECT DOCUMENTS prepared by PROFESSIONAL CONSULTANT pursuant to this AGREEMENT in formats requested by the CITY.

D. All instruments of service (including plans, specifications, drawings, reports, designs, computations, computer programs, estimates, surveys, other data or work items, etc.) prepared under this AGREEMENT shall be submitted for approval to the CITY. All instruments of service shall be professionally sealed in accordance to applicable laws or at CITY's request.

E. Acceptance and approval of the PROJECT DOCUMENTS by the CITY shall not constitute nor be deemed a release of the responsibility and liability of PROFESSIONAL CONSULTANT, its employees, associates, agents and PROFESSIONAL CONSULTANTs for the accuracy or competency of their designs, working drawings and specifications, or other documents and work; nor shall such approval be deemed to be an assumption of such responsibility by the CITY for any defect in the designs, working drawings and specifications, or other documents prepared by PROFESSIONAL CONSULTANT, its employees, contractor, agents and PROFESSIONAL CONSULTANTs.

F. PROFESSIONAL CONSULTANT will retain the PROJECT DOCUMENTS for a period of three years following project completion. During this three year period, any requests for document recovery and reproduction will be assessed a fee in accordance with PROFESSIONAL CONSULTANT's FEES.

ARTICLE IX - SAFETY

A. CITY agrees to inform PROFESSIONAL CONSULTANT of any applicable site safety procedures and regulations known to CITY as well as any special safety concerns or dangerous conditions at the site of which the CITY is aware, which PROFESSIONAL CONSULTANT shall communicate to its employees. PROFESSIONAL CONSULTANT and its employees shall adhere to such procedures and regulations once notice has been given by the CITY.

B. Unless specifically provided in the SCOPE, PROFESSIONAL CONSULTANT shall not have any responsibility for overall job safety at the site. If in the PROFESSIONAL CONSULTANT's opinion, its field personnel are unable to access required locations or perform required services in conformance with applicable safety standards, PROFESSIONAL CONSULTANT may immediately suspend performance until such safety standards can be attained.

C. PROFESSIONAL CONSULTANT agrees to indemnify and hold harmless the CITY for any safety conditions that may arise out of PROFESSIONAL CONSULTANT's performance of this AGREEMENT.

ARTICLE X - TERMINATION

A. CITY may suspend or terminate this AGREEMENT for cause or without cause at any time by giving written notice to PROFESSIONAL CONSULTANT. In the event suspension or termination is without cause, payment to PROFESSIONAL CONSULTANT, in accordance with the terms of this AGREEMENT, will be made on the basis of services reasonably determined by the CITY to be satisfactorily performed to the date of suspension or termination. Such payment will be due upon delivery of all instruments of service to CITY.

B. Should the CITY require a modification of this AGREEMENT with the PROFESSIONAL CONSULTANT, and in the event the CITY and PROFESSIONAL CONSULTANT fail to agree upon a modification to this AGREEMENT, the CITY shall have the option of terminating this AGREEMENT and the PROFESSIONAL CONSULTANT's services hereunder at no additional cost other than the payment to PROFESSIONAL CONSULTANT, in accordance with the terms of this AGREEMENT, for the services reasonably determined by the CITY to be properly performed by PROFESSIONAL CONSULTANT prior to such termination date.

C. If, for whatever adequate funding is not made available by CITY to support or justify continuation of the level of services to be provided by PROFESSIONAL CONSULTANT under this AGREEMENT, CITY may terminate or reduce the amount of services to be provided by PROFESSIONAL CONSULTANT under this AGREEMENT. In such event, CITY will notify PROFESSIONAL CONSULTANT in writing at least thirty (30) days in advance of such termination or reduction of services for lack of funds.

D. In no event shall the CITY pay to PROFESSIONAL CONSULTANT fees for termination outside of payment for services reasonably determined by the City to be properly performed prior to termination.

ARTICLE XI - INDEMNIFICATION

A. For purposes of this AGREEMENT, PROFESSIONAL CONSULTANT agrees to indemnify, hold harmless the CITY, its officers and employees from any loss, damage, liability or expense, of any nature whatsoever to the extent caused by the negligence, willful misconduct, or other actionable fault of PROFESSIONAL CONSULTANT, its affiliates, subsidiaries, employees, agents, assignees, and subcontractors and their

respective employees and agents. PROFESSIONAL CONSULTANT is not required hereunder to defend the CITY, its officers, appointees, employees, or agents from assertions that they were negligent, nor to indemnify and hold them harmless from liability based on the CITY's negligence.

B. Nothing contained herein shall waive any governmental immunity CITY may be entitled to by law.

C. This provision shall survive the termination of this AGREEMENT.

ARTICLE XII - CONTINGENCY CLAUSE

A. The CITY may add a contingency amount to the contract to cover additional services as described in APPENDIX B. Any use of such contingency funds for additional services shall be executed as an AMENDMENT to this AGREEMENT.

B. The Contingency shall in no manner substitute for an official AMENDMENT.

ARTICLE XIII - RELATIONSHIP OF THE PARTIES

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

ARTICLE XIV - DISPUTE RESOLUTION

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

Article XV - OPINIONS OF PROBABLE COST

A. Since the PROFESSIONAL CONSULTANT has no control over the cost of labor, materials, equipment or services furnished by others, or over methods of determining prices, or over competitive bidding or market conditions, the PROFESSIONAL CONSULTANT's estimates of PROJECT costs and construction costs provided for herein are to be made on the basis of the PROFESSIONAL CONSULTANT's experience and qualifications and represent the PROFESSIONAL CONSULTANT's judgement in accordance with the "Standard of Care". The PROFESSIONAL CONSULTANT cannot and does not guarantee that proposals, bids or actual PROJECT or construction costs will not vary from estimates prepared by the PROFESSIONAL CONSULTANT.

B. The CITY understands that the construction cost estimates developed by the PROFESSIONAL CONSULTANT do not establish a limit for construction contract amount. If the actual amount of the low construction bid exceeds the construction budget established by the CITY, the PROFESSIONAL CONSULTANT will not be required to re-design the PROJECT or any part thereof without additional compensation.

ARTICLE XVI - APPLICABLE LAWS

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

ARTICLE XVII - PRECEDENCE

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

ARTICLE XVIII - SEVERABILITY

A. In the event that one or more provisions contained herein shall, for any reason, be deemed invalid, illegal, void or unenforceable, in whole or in part, the remaining provisions hereof shall remain in full force and effect.

B. In the event that any provision hereof is in conflict with any statutory provision of the State of Arkansas, said provision, which may be in conflict therewith, shall be deemed inoperative, null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provisions; provided, however, that the remaining provisions of this AGREEMENT will be unaffected and will continue to be valid and enforceable.

ARTICLE XIX - SURVIVAL OF OBLIGATIONS

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

ARTICLE XIX – ENTIRE AGREEMENT

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

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The cost of this AGREEMENT including all reimbursable expenses as described in the FEES AND SCHEDULE, **shall not exceed** _____ ($_____), unless otherwise approved by the CITY through an official AMENDMENT agreed and executed by CITY and PROFESSIONAL CONSULTANT.

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

CITY OF BENTONVILLE	**DPZ CODESIGN**
CITY	PROFESSIONAL CONSULTANT
BY	BY
MAYOR	**PARTNER**
TITLE	TITLE
DATE SIGNED	DATE SIGNED

APPENDIX A
PROJECT DESCRIPTION

BASIC PROJECT INFORMATION:

The Bentonville, Arkansas Future Land Use Plan (FLUP) is an update to Chapter 4, Land Use and Strategic Growth, of the 2018 Bentonville Community Plan. It has a 20-year planning horizon. This project includes updates to the Future Land Use Map (FLUM) and Master Street Plan. The City's goal is to develop a cutting-edge FLUP that results in successful implementation and provides a clear policy road map.

This project is a partnership between the PROFESSIONAL CONSULTANT and CITY staff. Staff will provide on-the-ground community engagement, utilizing materials provided by the PROFESSIONAL CONSULTANT. The PROFESSIONAL CONSULTANT will provide a data-driven, scenario-based approach to exploring, evaluating, and communicating a viable vision for future sustainable growth and recommending clear actions to proactively advance this vision in measurable ways.

KEY PRINCIPLES AND ELEMENTS:

The following are key principles and elements of the project.

- Public Education and Engagement. As the process begins, educational materials are prepared and distributed to the public to better inform discussions and decision making.
- Housing Availability and Affordability. Ensuring land use categories adequately describe housing types and density to provide a mix of affordability and variety in housing types, including the missing middle. The Map should include these land use classifications throughout Bentonville and avoid concentration in any single area.
- Future Land Use Subareas. The focus of the 2018 Community Plan was infill and redevelopment in the core and edge areas of Downtown. Little effort went into planning for the now quickly developing area south SW Regional Airport Boulevard and west toward the Northwest Arkansas National Airport. The revised Plan needs to place an emphasis on planning for this area in addition to five subareas as determined by the CITY.
- Infrastructure Assessment. The development of a Land Use Plan needs to include various land use scenarios that include an analysis of the impact of those scenarios on transportation, utility systems, and public safety services. This high-level assessment will estimate the amount of water, power, road maintenance, and other such impacts, on a per household basis, between different growth scenarios.
- Transportation. The intersection of land use and transportation policies is critical to the success of this project and the long-term growth of the City. THE PROFESSIONAL CONSULTANT, using the growth projections, land use scenarios, and infrastructure assessment, will prepare recommended updates to the Master Street Plan street classifications and street sections in partnership with CITY STAFF.
- Graphics and Visual Aids. The PROFESSIONAL CONSULTANT will use visualization techniques that graphically and accurately depict pertinent information. Graphics and coloring schemes shall be used as tools to distinguish important items as themes or goals.
- Environmental protection and resiliency. Special emphasis on floodplains and tree preservation.
- Equity. The Future Land Use Plan will use an equity lens specific to the needs, communities, and populations of Bentonville.
- Alignment with 2018 Community Plan. Reflects and supports the Vision and Guiding Principles of the Community Plan.
- Implementation Strategies. The updated FLUM should include strategies and recommendations on how best to achieve the land use and development patterns shown on the final map.

Timeliness. Development in Bentonville is occurring quickly. The process should be designed for completion within one year.

APPENDIX B

SCOPE OF SERVICES

SERVICES BY THE CITY

- Furnish required information and approvals and perform responsibilities and activities in a timely manner to facilitate orderly progress of the work.
- Assist the PROFESSIONAL CONSULTANT by placing at their disposal all available information pertinent to the PROJECT, including previous reports and other data relative to completion of the PROJECT.
- Provide venues for all public meetings, focus meetings, and workshops, including A/V equipment, high-speed internet connectivity, printing, and plotting of maps during the workshop as required.
- Arrange for access to public and private property as required for the PROJECT.
- Pay for all advertising costs, and notifications as required by the PROJECT.
- Pay the PROFESSIONAL CONSULTANT is accordance with the terms of the AGREEMENT.

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

SERVICES BY THE PROFESSIONAL CONSULTANT

- Meet all requirements of the AGREEMENT including any AMENDMENTS.
- Produce all documents and services needed for the PROJECT, including:
    a. Public engagement:
        i. Communications plan, public involvement plan, engagement with working committees, project branding, project website,
    b. Community profile update:
        i. All current demographic data available through census.gov and local data sources, target housing market data, planning context analysis, existing land use, existing infrastructure and utility systems as provided by the CITY, physical features of the planning area, baseline scenario for future planning.
    c. FLUP visioning and meetings:
        i. At least three trips to Bentonville for focus and public meetings, including a 5-day charrette, online surveys, public outreach materials for staff, meeting-to-go kit, preliminary FLUM for public review.
    d. Future Land Use Plan and Map draft:
        i. Including population, housing, and employment estimates, scenario planning including 3 future growth scenarios, high-level fiscal impact estimates for each scenario, a high-level fiscal impact detail of the preferred scenario, land development regulations diagnostic report, recommended Master Street Plan classifications and sections, and implementation plan.
    e. Adoption process:
        i. Joint workshops with City Council and Planning Commission to review and critique draft and final FLUP and FLUM. Attendance at final joint adoption meeting.
- Project Management services for the entire life of the project including regular staff updates, and technical committee updates.

- All planning documents shall conform to Federal, State and Local regulations.
- Subcontracting of services by the PROFESSIONAL CONSULTANT shall include the following firms. If not listed here subcontractors shall have prior approval of the CITY:
    a. PlaceMakers, LLC
    b. Crabtree Group Inc.
    c. LandUse USA

APPENDIX C

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

FEE SCHEDULE

THE STANDARD FEE SCHEDULE HAS BEEN PREPARED TO ESTABLISH A BASIS FOR DETERMINING THE SCOPE AND COST OF PROFESSIONAL SERVICES. THE PROFESSIONAL CONSULTANT WILL ACCOMPLISH THE SERVICES FOR A FIXED FEE OF NOT TO EXCEED $300,000. ALL EXPENSES ARE INCLUDED WITHIN THIS FEE. WORK WILL BE BILLED MONTHLY ON A PERCENT COMPLETE BASIS.

Task	Duration	Consultant	Fee
Engagement	Throughout project	DPZ CoDesign	11,000
		PlaceMakers	15,200
		Subtotal	**26,200**
Trip 1, meetings & tour	3 days	DPZ CoDesign	11,074
		PlaceMakers	10,474
		Subtotal	**21,548**
Community profile	60 days	DPZ CoDesign	11,500
		PlaceMakers	4,000
		LandUse USA	25,000
		Subtotal	**40,500**
Trip 2, visioning charrette	5 days	DPZ CoDesign	81,394
		PlaceMakers	53,582
		Subtotal	**134,916**
Draft 1 FLUP	90 days	DPZ CoDesign	9,500
		PlaceMakers	3,750
		Crabtree Group Inc.	25,000
		Subtotal	**38,250**
Review	30 days	Staff and the community	0
Draft 2 FLUP, includes Trip 3 CC/PC workshop, implementation plan, and LDR diagnostic report	60 days	DPZ CoDesign	6,567
		PlaceMakers	16,692
		Subtotal	**23,259**
Adoption, includes Trip 4 CC/PC workshop	60 days	DPZ CoDesign	7,101
		PlaceMakers	8,226
		Subtotal	**15,327**

MILESTONES

Major milestones in the project include the community profile, the visioning charrette, the first draft, second draft, and the adoption of the FLUP. They are highlighted in the table above.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT, WITH DPZ CODESIGN, LLC, TO CONDUCT A FUTURE LAND USE PLAN UPDATE; ADJUSTING THE 2023 BUDGET TO RECOGNIZE GRANT FUNDS, FROM THE WALTON FAMILY FOUNDATION, IN THE AMOUNT OF THREE HUNDRED TWENTY THOUSAND DOLLARS ($320,000.00) INTO ACCOUNT #101610-33810 – LOCAL GRANTS; AND FOR OTHER PURPOSES.

WHEREAS, the City of Bentonville needs to perform an update to the Land Use and Strategic Growth Chapter of the 2018 Bentonville Community Plan for the City of Bentonville, Arkansas;

WHEREAS, the City selected the professional services of DPZ CoDesign, LLC, using the procurement procedures as set forth in Ark. Code Ann. § 19-11-800;

WHEREAS, the Walton Family Foundation has awarded the City with a grant in the amount of three hundred twenty thousand dollars ($320,000.00) to fund this agreement;

WHEREAS, this allows the City to use monies previously budgeted to fund the accompanying Code update implementing the Future Land Use Plan changes; and

WHEREAS, the City wishes to contract for Professional Services with the selected provider.

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

Section 1: The Mayor and City Clerk are authorized to enter into a grant agreement with the Walton Family Foundation in the amount of three hundred twenty thousand dollars ($320,000.00);

Section 2: The 2023 Budget is adjusted to recognize three hundred twenty thousand dollars ($320,000.00) of grant funds into Account #101610-33810 – Local Grants;

Section 3: That the Mayor and City Clerk are hereby authorized to enter into a professional services agreement with DPZ CoDesign, LLC, to conduct a Future Land Use Plan study, in the amount of three hundred twenty thousand dollars ($320,000.00);

Section 4 - Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 5 - Repeal of Conflicting Resolutions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED and APPROVED this _____ day of _____, 2023.

APPROVED:

ATTEST:

_____
Stephanie Orman, Mayor

_____
Kirby Romines, City Clerk

Agenda Item Form

Date of City Council Meeting	**6/27/2023**
Department	**Planning**
Submitted by	**Tyler Overstreet**
Phone	**(479) 271-3144**

Item Type: (*Check Applicable Item Type)*

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

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

Resolution authorizing the Mayor and City Clerk to enter into a professional services agreement with DPZ Codesign, LLC to conduct a Zoning and Development Code Rewrite in the amount of $380,000.00. A budget adjustment is needed for a portion of the cost.

Estimated Cost	**$380,000**
Is this Item Budgeted?	☑ Yes ☐ No

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

This item will be funded using the $300,000 that were set aside for the Future Land Use Plan project, in addition to an $80,000 budget adjustment.

Budget Adjustment Request

Date of City Council Meeting	**6/27/2023**
Department	**Planning**
Submitted by	**Tyler Overstreet**
Phone	**(479) 271-3144**

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

This budget adjustment allows for the City to reallocate the $300,000 set aside for the Future Land Use Project to a Zoning and Development Code Rewrite Project, which will cost $380,000 total.

General Ledger Account Information*				
Org (Department)	**Object**	**Account Description**	**Revenue + (-)**	**Expense + (-)**
101610	43210	Legal & Professional Services	$ 300,000.00	
101610	43210	Legal & Professional Services		$ 380,000.00
		Totals	$ 300,000.00	$ 380,000.00
		Net Impact on Fund Balance	$	(80,000.00)

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

PROFESSIONAL SERVICES AGREEMENT

PROJECT NAME: Code Rewrite _____ ("PROJECT")

THIS AGREEMENT ("AGREEMENT") is made in Benton County, Arkansas, by and between the City of Bentonville, Arkansas, hereinafter referred to as "CITY", and DPZ CoDesign, LLC, hereinafter referred to as "PROFESSIONAL CONSULTANT" (collectively, the "PARTIES").

The PARTIES have caused this AGREEMENT to be effective this ____day of _____, 2023 ("EFFECTIVE DATE").

RECITALS:

A. WHEREAS, the CITY has a need to perform current land use, development, and transportation regulations updates for the City of Bentonville, Arkansas; and

B. WHEREAS, The CITY has selected the PROFESSIONAL CONSULTANT and negotiated this AGREEMENT using the procedures as set forth in Ark. Code Ann. § 19-11-800; and

C. WHEREAS, the CITY wishes to contract for Professional Services; and

D. WHEREAS, The PROFESSIONAL CONSULTANT has the skill, experience, ability, background, certifications and knowledge to provide these services; and

E. WHEREAS, The PROFESSIONAL CONSULTANT wishes to perform such professional services under this AGREEMENT with the CITY.

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

ARTICLE I - PROJECT DESCRIPTION

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

ARTICLE II - SCOPE OF SERVICE

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

Article III - STANDARD OF CARE

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

ARTICLE IV - ADDITIONAL SERVICES

A. Any service outside of the work described herein or included by reference hereto must be pre-approved by the CITY and executed as an AMENDMENT to this AGREEMENT by the Parties prior to any such work being completed; any such AMENDMENT shall be in accordance with the CITY'S purchasing laws and guidelines and may require approval from the Bentonville City Council.

B. PROFESSIONAL CONSULTANT shall make no claims for additional services or changes in the services until an AMENDMENT has been fully executed by the Parties.

ARTICLE V - SCHEDULE OF FEES, SERVICES AND PAYMENT

A. The term of this AGREEMENT shall commence on the EFFECTIVE DATE and shall proceed in accordance with APPENDIX C, "Schedule of Fees and Services, Key Milestones, and Durations for Major Tasks", attached hereto and incorporated herein by reference.

B. The cost of this AGREEMENT shall be in accordance with APPENDIX C.

C. CITY agrees to pay PROFESSIONAL CONSULTANT for all services authorized by inclusion in this AGREEMENT which have been properly performed by PROFESSIONAL CONSULTANT in accordance with this AGREEMENT.

D. All fees paid to PROFESSIONAL CONSULTANT shall be based on invoices submitted by PROFESSIONAL CONSULTANT for work performed under this AGREEMENT, less any previous payments. PROFESSIONAL CONSULTANT shall submit invoices for services related to this AGREEMENT on a monthly basis.

E. CITY reserves the right to delay, without penalty, any partial payment when, in the opinion of the CITY, PROFESSIONAL CONSULTANT has not made satisfactory progress on the Project based on the SCOPE. If CITY objects to any portion of an invoice, the CITY shall notify PROFESSIONAL CONSULTANT and shall pay all other portions of the invoice which are not in dispute. In the event of dispute, CITY and PROFESSIONAL CONSULTANT shall immediately make every effort to settle the disputed portion of the invoice.

F. In the event that the CITY becomes credibly informed that any representations of PROFESSIONAL CONSULTANT provided in its invoicing are wholly or partially inaccurate, CITY may withhold payment of sums then, or in the future, otherwise due to PROFESSIONAL CONSULTANT until the inaccuracy and the cause thereof is corrected to the CITY's reasonable satisfaction.

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

ARTICLE VI - INSURANCE

A. PROFESSIONAL CONSULTANT shall during the term hereof maintain in full force and effect the following insurance:

1. A comprehensive general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the PROFESSIONAL CONSULTANT's performance of services pursuant to this AGREEMENT with a combined single limit of not less than $1,000,000.00 per occurrence and $2,000,000 in the aggregate for injury to persons (including death), and for property damage;

2. A policy of automobile liability insurance covering any vehicles owned and/or operated by PROFESSIONAL CONSULTANT, its officers, agents, and employees, and used in the performance of this AGREEMENT with policy limits of not less than $1,000,000.00 combined single limit and aggregate for bodily injury and property damage; and

3. Statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of PROFESSIONAL CONSULTANT's employees involved in the provision of services under this AGREEMENT with policy limit of not less than $1,000,000.00.

B. All insurance and certificate(s) of insurance shall contain the following provisions:

1. Include CITY as additional insured as to all applicable coverage with the exception of Workers Compensation Insurance and Professional Liability/Errors and Omissions coverage; and

2. provide for at least thirty (30) days prior written notice to CITY for cancellation or non-renewal of the insurance;

3. provide for a waiver of subrogation against CITY for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance, except for Professional Liability/Errors and Omissions coverage.

C. PROFESSIONAL CONSULTANT shall provide 30 day written notice to CITY of any material change of or to the insurance required herein.

D. All insurance companies providing the required insurance shall be authorized to transact business in Arkansas and rated at least "A" by AM Best or other equivalent rating service. A certificate of insurance evidencing the required insurance and all endorsements required by this Agreement shall be submitted prior to commencement of services.

E. In the event that additional or greater insurance requirements are warranted, these requirements shall be included as an Appendix, which will be attached hereto and incorporated by reference.

ARTICLE VII - RIGHT OF ACCESS

A. CITY will obtain and/or furnish right-of-access for PROFESSIONAL CONSULTANT to perform any required studies, surveys, tests or other necessary investigations in relation to the PROJECT.

B. PROFESSIONAL CONSULTANT will take reasonable precautions to minimize damage to the personal or real property in the performance of such surveys, tests, studies and investigations.

C. CITY recognizes that PROFESSIONAL CONSULTANT's operations and use of equipment may unavoidably alter existing conditions or affect the environment at the PROJECT site. The cost of repairing such damage shall be the responsibility of PROFESSIONAL CONSULTANT, at no additional cost to the CITY. In the event that PROFESSIONAL CONSULTANT fails to correct such damages, CITY is entitled to utilize CITY forces or other labor to repair the damage; any costs incurred by CITY for such work shall be deducted from the monies due to PROFESSIONAL CONSULTANT.

ARTICLE VIII - RECORDS AND RETENTION

A. All surveys, studies, proposals, applications, drawings, plans, specifications and other documents, including those in electronic form, prepared by PROFESSIONAL CONSULTANT and its PROFESSIONAL CONSULTANTs, subcontractors, agents, representatives, and/or employees in connection with this AGREEMENT ("PROJECT DOCUMENTS") are intended for the use and benefit of CITY. PROFESSIONAL CONSULTANT and its PROFESSIONAL CONSULTANTs, subcontractors, agents, representatives, and/or employees shall be deemed the authors of their respective part of the PROJECT DOCUMENTS. Notwithstanding anything to the contrary, CITY shall own, have, and retain all rights, title and interest in and to all PROJECT DOCUMENTS, whether in draft form or final form, which are produced at CITY's request or otherwise produced from PROFESSIONAL CONSULTANT's performance of the work described herein for CITY. The CITY's ownership of PROJECT DOCUMENTS shall not apply to PROFESSIONAL CONSULTANT's proprietary standard details that were developed by the PROFESSIONAL CONSULTANT prior to the commencement of this PROJECT.

B. CITY shall have full authority to reuse, reproduce, publish, disclose and distribute PROJECT DOCUMENTS, as needed, according to Arkansas State Law.

C. PROFESSIONAL CONSULTANT shall, upon completion of the services and full payment for the PROFESSIONAL CONSULTANT'S services by the CITY, or earlier termination and appropriate compensation as provided by this AGREEMENT, provide the CITY with all PROJECT DOCUMENTS prepared by PROFESSIONAL CONSULTANT pursuant to this AGREEMENT in formats requested by the CITY.

D. All instruments of service (including plans, specifications, drawings, reports, designs, computations, computer programs, estimates, surveys, other data or work items, etc.) prepared under this AGREEMENT shall be submitted for approval to the CITY. All instruments of service shall be professionally sealed in accordance to applicable laws or at CITY's request.

E. Acceptance and approval of the PROJECT DOCUMENTS by the CITY shall not constitute nor be deemed a release of the responsibility and liability of PROFESSIONAL CONSULTANT, its employees, associates, agents and PROFESSIONAL CONSULTANTs for the accuracy or competency of their designs, working drawings and specifications, or other documents and work; nor shall such approval be deemed to be an assumption of such responsibility by the CITY for any defect in the designs, working drawings and specifications, or other documents prepared by PROFESSIONAL CONSULTANT, its employees, contractor, agents and PROFESSIONAL CONSULTANTs.

F. PROFESSIONAL CONSULTANT will retain the PROJECT DOCUMENTS for a period of three years following project completion. During this three year period, any requests for document recovery and reproduction will be assessed a fee in accordance with PROFESSIONAL CONSULTANT's FEES.

ARTICLE IX - SAFETY

A. CITY agrees to inform PROFESSIONAL CONSULTANT of any applicable site safety procedures and regulations known to CITY as well as any special safety concerns or dangerous conditions at the site of which the CITY is aware, which PROFESSIONAL CONSULTANT shall communicate to its employees. PROFESSIONAL CONSULTANT and its employees shall adhere to such procedures and regulations once notice has been given by the CITY.

B. Unless specifically provided in the SCOPE, PROFESSIONAL CONSULTANT shall not have any responsibility for overall job safety at the site. If in the PROFESSIONAL CONSULTANT's opinion, its field personnel are unable to access required locations or perform required services in conformance with applicable safety standards, PROFESSIONAL CONSULTANT may immediately suspend performance until such safety standards can be attained.

C. PROFESSIONAL CONSULTANT agrees to indemnify and hold harmless the CITY for any safety conditions that may arise out of PROFESSIONAL CONSULTANT's performance of this AGREEMENT.

ARTICLE X - TERMINATION

A. CITY may suspend or terminate this AGREEMENT for cause or without cause at any time by giving written notice to PROFESSIONAL CONSULTANT. In the event suspension or termination is without cause, payment to PROFESSIONAL CONSULTANT, in accordance with the terms of this AGREEMENT, will be made on the basis of services reasonably determined by the CITY to be satisfactorily performed to the date of suspension or termination. Such payment will be due upon delivery of all instruments of service to CITY.

B. Should the CITY require a modification of this AGREEMENT with the PROFESSIONAL CONSULTANT, and in the event the CITY and PROFESSIONAL CONSULTANT fail to agree upon a modification to this AGREEMENT, the CITY shall have the option of terminating this AGREEMENT and the PROFESSIONAL CONSULTANT's services hereunder at no additional cost other than the payment to PROFESSIONAL CONSULTANT, in accordance with the terms of this AGREEMENT, for the services reasonably determined by the CITY to be properly performed by PROFESSIONAL CONSULTANT prior to such termination date.

C. If, for whatever adequate funding is not made available by CITY to support or justify continuation of the level of services to be provided by PROFESSIONAL CONSULTANT under this AGREEMENT, CITY may terminate or reduce the amount of services to be provided by PROFESSIONAL CONSULTANT under this AGREEMENT. In such event, CITY will notify PROFESSIONAL CONSULTANT in writing at least thirty (30) days in advance of such termination or reduction of services for lack of funds.

D. In no event shall the CITY pay to PROFESSIONAL CONSULTANT fees for termination outside of payment for services reasonably determined by the City to be properly performed prior to termination.

ARTICLE XI - INDEMNIFICATION

A. For purposes of this AGREEMENT, PROFESSIONAL CONSULTANT agrees to indemnify, hold harmless the CITY, its officers and employees from any loss, damage, liability or expense, of any nature whatsoever to the extent caused by the negligence, willful misconduct, or other actionable fault of PROFESSIONAL CONSULTANT, its affiliates, subsidiaries, employees, agents, assignees, and subcontractors and their

respective employees and agents. PROFESSIONAL CONSULTANT is not required hereunder to defend the CITY, its officers, appointees, employees, or agents from assertions that they were negligent, nor to indemnify and hold them harmless from liability based on the CITY's negligence.

B. Nothing contained herein shall waive any governmental immunity CITY may be entitled to by law.

C. This provision shall survive the termination of this AGREEMENT.

ARTICLE XII - CONTINGENCY CLAUSE

A. The CITY may add a contingency amount to the contract to cover additional services as described in APPENDIX B. Any use of such contingency funds for additional services shall be executed as an AMENDMENT to this AGREEMENT.

B. The Contingency shall in no manner substitute for an official AMENDMENT.

ARTICLE XIII - RELATIONSHIP OF THE PARTIES

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

ARTICLE XIV - DISPUTE RESOLUTION

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

Article XV - OPINIONS OF PROBABLE COST

A. Since the PROFESSIONAL CONSULTANT has no control over the cost of labor, materials, equipment or services furnished by others, or over methods of determining prices, or over competitive bidding or market conditions, the PROFESSIONAL CONSULTANT's estimates of PROJECT costs and construction costs provided for herein are to be made on the basis of the PROFESSIONAL CONSULTANT's experience and qualifications and represent the PROFESSIONAL CONSULTANT's judgement in accordance with the "Standard of Care". The PROFESSIONAL CONSULTANT cannot and does not guarantee that proposals, bids or actual PROJECT or construction costs will not vary from estimates prepared by the PROFESSIONAL CONSULTANT.

B. The CITY understands that the construction cost estimates developed by the PROFESSIONAL CONSULTANT do not establish a limit for construction contract amount. If the actual amount of the low construction bid exceeds the construction budget established by the CITY, the PROFESSIONAL CONSULTANT will not be required to re-design the PROJECT or any part thereof without additional compensation.

ARTICLE XVI - APPLICABLE LAWS

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

ARTICLE XVII - PRECEDENCE

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

ARTICLE XVIII - SEVERABILITY

A. In the event that one or more provisions contained herein shall, for any reason, be deemed invalid, illegal, void or unenforceable, in whole or in part, the remaining provisions hereof shall remain in full force and effect.

B. In the event that any provision hereof is in conflict with any statutory provision of the State of Arkansas, said provision, which may be in conflict therewith, shall be deemed inoperative, null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provisions; provided, however, that the remaining provisions of this AGREEMENT will be unaffected and will continue to be valid and enforceable.

ARTICLE XIX - SURVIVAL OF OBLIGATIONS

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

ARTICLE XIX – ENTIRE AGREEMENT

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

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The cost of this AGREEMENT including all reimbursable expenses as described in the FEES AND SCHEDULE, **shall not exceed** _____ ($_____), unless otherwise approved by the CITY through an official AMENDMENT agreed and executed by CITY and PROFESSIONAL CONSULTANT.

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

CITY OF BENTONVILLE	**DPZ CODESIGN**
CITY	PROFESSIONAL CONSULTANT
BY	BY
MAYOR	**PARTNER**
TITLE	TITLE
DATE SIGNED	DATE SIGNED

APPENDIX A
PROJECT DESCRIPTION

BASIC PROJECT INFORMATION:

The Bentonville, Arkansas Code Rewrite is an update to Chapter 15 Subdivision Code, Appendix A Zoning Code, and Appendix B Land Development Code of the City of Bentonville Municipal Code. This project includes updates to align development and zoning regulations with the FLUP and Master Street Plan update. The City's goal is to develop cutting-edge codes that result in successful implementation of the Comprehensive Plan. The final code should be a unified development code, combining the Zoning and Land Development Codes in a single, easy-to-use, and enforce document.

This project is a partnership between the PROFESSIONAL CONSULTANT and CITY staff. Staff will provide on-the-ground community engagement, utilizing materials provided by the PROFESSIONAL CONSULTANT. The PROFESSIONAL CONSULTANT will provide best practices hybrid form-base and use-based code to reflect the vision of the community, along with easily accessible educational materials, a robust community engagement, and an effective administration framework.

KEY PRINCIPLES AND ELEMENTS:

The following are key principles and elements of the project.

- Public Education and Engagement. As the process begins and throughout its duration, educational materials are prepared and distributed to the public to better inform discussions and decision making. This engagement process will flow directly out of the FLUP engagement process, focusing on implementation.
- Housing Availability and Affordability. Densities, housing types, and clear, predictable administration will assure a mix of affordability and variety in housing types, including the missing middle, are enabled in areas identified in the FLUP.
- Zoning Map Update. The zoning map will be updated in GIS to reflect any transitions to new zoning districts, or adjustments in districts to reflect the FLUP update.
- Transportation. THE PROFESSIONAL CONSULTANT, using the Master Street Plan street classifications will develop street sections for the Land Development Code in partnership with CITY STAFF.
- Graphics and Visual Aids. The PROFESSIONAL CONSULTANT will use visualization techniques that graphically and accurately depict pertinent information. Graphics and coloring schemes will be used as tools to distinguish important items as themes or goals.
- Environmental protection and resiliency. Special emphasis on floodplains and tree preservation will be included in the Land Development Code.
- Alignment with 2018 Community Plan. Reflects and supports the Vision and Guiding Principles of the Community Plan.
- Implementation Guides. The updated codes will be accompanied by a Quick Start Guide, flow charts, and other tools to aide in staff and development community training.

Timeliness. Development in Bentonville is occurring quickly. The process should be designed for completion within eighteen months unless delayed by the City.

APPENDIX B

SCOPE OF SERVICES

SERVICES BY THE CITY

- Furnish required information, consolidated reviews, and approvals, and perform responsibilities and activities in a timely manner to facilitate orderly progress of the work.
- Assist the PROFESSIONAL CONSULTANT by placing at their disposal all available information pertinent to the PROJECT, including previous reports and other data relative to completion of the PROJECT.
- Provide venues for all public meetings, focus meetings, and workshops, including A/V equipment, high-speed internet connectivity, printing, and plotting of maps during the workshop as required.
- Arrange for access to public and private property as required for the PROJECT.
- Pay for all advertising costs, and notifications as required by the PROJECT.
- Pay the PROFESSIONAL CONSULTANT is accordance with the terms of the AGREEMENT.

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

SERVICES BY THE PROFESSIONAL CONSULTANT

- Meet all requirements of the AGREEMENT including any AMENDMENTS.
- Produce all documents and services needed for the PROJECT, including:
    a. Public engagement:
        i. Communications plan, public involvement plan, engagement with working committees, project branding, project website, coordinated with the FLUP update process. This task continues through the life of the project.
    b. Educational Resources:
        i. The educational resources will be a collaboration with staff. This body of work will have the same longevity as the code itself and is critical to successful administrative and political succession. Resources will include zoning and development best practices, creative outreach collateral, and other items developed in collaboration with staff. Resources will be compiled into user-friendly, graphically intensive formats.
    c. Annotated outline:
        i. Develop an annotated outline of the code updates for initial staff review prior to proceeding with the remainder of this draft.
    d. Draft 1:
        i. The first full draft of the new code. Preliminary graphics included will require further update, and new elements requiring graphic representation identified in review of this draft. Definitions not included. Processes and administration in preliminary format.
    e. Draft 2:
        i. The second full draft of the new code, inclusive of all graphics and code text, reflecting staff and committee input on Draft 1. Staff legal review of Draft 2 is required.
    f. Draft 3:
        i. The final full draft of the new code, inclusive of all graphics and code text, reflecting staff and committee input on Draft 2.

g. Adoption:
    i. One presentation each at Planning Commission and Council public hearings. This trip includes one day of staff training on the use of the new code.

- Project Management services for the entire life of the project including regular staff updates, and technical committee updates.
- All planning documents will conform to Federal, State and Local regulations.
- Subcontracting of services by the PROFESSIONAL CONSULTANT will include the following firms. If not listed here subcontractors must have prior approval of the CITY:
    a. PlaceMakers, LLC
    b. Crabtree Group, INC

APPENDIX C

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

FEE SCHEDULE

THE STANDARD FEE SCHEDULE HAS BEEN PREPARED TO ESTABLISH A BASIS FOR DETERMINING THE SCOPE AND COST OF PROFESSIONAL SERVICES. THE PROFESSIONAL CONSULTANT WILL ACCOMPLISH THE SERVICES FOR A FIXED FEE OF NOT TO EXCEED $380,000. ALL EXPENSES ARE INCLUDED WITHIN THIS FEE. WORK WILL BE BILLED MONTHLY ON A PERCENT COMPLETE BASIS.

Task	Duration	Consultant	Fee
Task 1. Management, QC, Staff and Committee Engagement	Throughout project, startup first 60 days	DPZ CoDesign	15,000
		PlaceMakers	10,000
		Subtotal	**25,000**
Task 2. Public Engagement and Education	Throughout project, startup first 60 days	DPZ CoDesign	43,500
		PlaceMakers	29,000
		Subtotal	**72,500**
Task 3. Annotated Outline & Scoping Workshop	90 days	DPZ CoDesign	20,000
		PlaceMakers	18,600
		Subtotal	**38,600**
Task 4. Code Draft 1	120 days	DPZ CoDesign	92,000
		PlaceMakers	47,000
		Crabtree Group	9,000
		Subtotal	**148,000**
Task 5. Code Draft 2 & Review Workshop	90 days	DPZ CoDesign	38,500
		PlaceMakers	13,000
		Crabtree Group	1,000
		Subtotal	**52,500**
Task 6. Code Draft 3	60 days	DPZ CoDesign	18,500
		PlaceMakers	2,900
		Subtotal	**21,400**
Task 7. Adoption	60 days	DPZ CoDesign	6,000
		PlaceMakers	5,200
		Subtotal	**11,200**
Task 8. Implementation	Along with Task 7	DPZ CoDesign	6,000
		PlaceMakers	4,800
		Subtotal	**10,800**

MILESTONES

Major milestones in the project include the community profile, the visioning charrette, the first draft, second draft, third draft, and the adoption of the Code Rewrite. They are highlighted in the table above.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT, WITH DPZ CODESIGN, LLC, TO CONDUCT A ZONING AND DEVELOPMENT CODE REWRITE IN THE AMOUNT OF THREE HUNDRED EIGHTY THOUSAND DOLLARS ($380,000); ADJUSTING THE 2023 BUDGET TO APPROPRIATE EIGHTY THOUSAND DOLLARS ($80,000.00) FROM GENERAL FUND RESERVES INTO ACCOUNT #101610-43210 – LEGAL AND PROFESSIONAL SERVICES; AND FOR OTHER PURPOSES.

WHEREAS, the City of Bentonville needs to perform a comprehensive update to the Zoning and Development Codes in order to implement the upcoming Future Land Use Plan for the City of Bentonville, Arkansas;

WHEREAS, updating the Code in conjunction with the Future Land Use Plan ensures that all changes can be correctly incorporated and quickly implemented, without further delaying the process;

WHEREAS, the City has selected the professional services of DPZ CoDesign, LLC using the procurement procedures as set forth in Ark. Code Ann. § 19-11-800; and

WHEREAS, the City previously budgeted three hundred thousand dollars ($300,000.00) to fund the Future Land Use Plan, and asks that that amount be reallocated to fund the Code update with the addition of eighty thousand dollars ($80,000.00) from General Fund Reserves; and

WHEREAS, the City wishes to contract for Professional Services with the selected provider.

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

Section 1: The 2023 Budget is adjusted to appropriate eighty thousand dollars ($80,000.00) from General Fund Reserves into account #101610-43210 – Legal and Professional Services;

Section 2: That the Mayor and City Clerk are hereby authorized to enter into a professional services agreement with DPZ CoDesign, LLC to conduct a Zoning and Development Code Rewrite in the amount of three hundred eighty thousand dollars ($380,000);

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:

ATTEST:

_____
Stephanie Orman, Mayor

_____
Kirby Romines, City Clerk

Agenda Item Form

Date of City Council Meeting	**6/27/2023**
Department	**Planning**
Submitted by	**Tyler Overstreet**
Phone	**(479) 271-3144**

Item Type: (*Check Applicable Item Type)*

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

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

An appeal by Timothy L. Rogers of Barrow and Grimm, representing Tara Ridge to an official determination of impact fees for the Tara Ridge Development, located at 3809 SW Crockett Street. The applicant is requesting that their impact fee be based upon the multi-family rate as opposed to the single-family rate determined by staff.

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: May 23, 2023
RE: Tara Ridge Impact Fee Appeal

On May 3, 2023, the City received a Notice of Appeal of Determination of Impact Fees for the Tara Ridge development. Tara Ridge was approved as a Large-Scale Development by the Planning Commission on February 1, 2022, and a building materials waiver was approved on May 3, 2022. The zoning and development proposals were treated as multi-family developments as there are multiple units contained on a single platted lot. In total, the development contains 70 duplex units, 66 three-bedroom single-family units, and 65 two-bedroom single-family untis. The original Planning Commission packet and staff report are attached for reference as Exhibit 1.

After the approval of the Large Scale Development, the City started to receive building permit requests on October 3, 2022. The Architectural Code Analysis (attached as Exhibit 2) within the building permit application packets evaluated the structures against the International Residential Code, which is specifically used for single-family, two-family, and townhome construction types. As such, the Building and Fire Safety Division reviewed and permitted all residential structures on site as single or two-family using the International Residential Code, and assessed impact fees for the single-family structures at the single-family rate and for the duplex structures at the multi-family rate. In total, 35 duplex structures were assessed the multi-family impact fee rate and 131 single-family structures were assessed at the single-family impact fee rate. A summary spreadsheet is attached herein as Exhibit 3.

According to comments from Lance Blasi, Chief Building Official, had the development been permitted via the International Building Code, as required for multi-family and commercial structures, all units would have been required to be sprinkled. Lance's comments are attached as Exhibit 4.

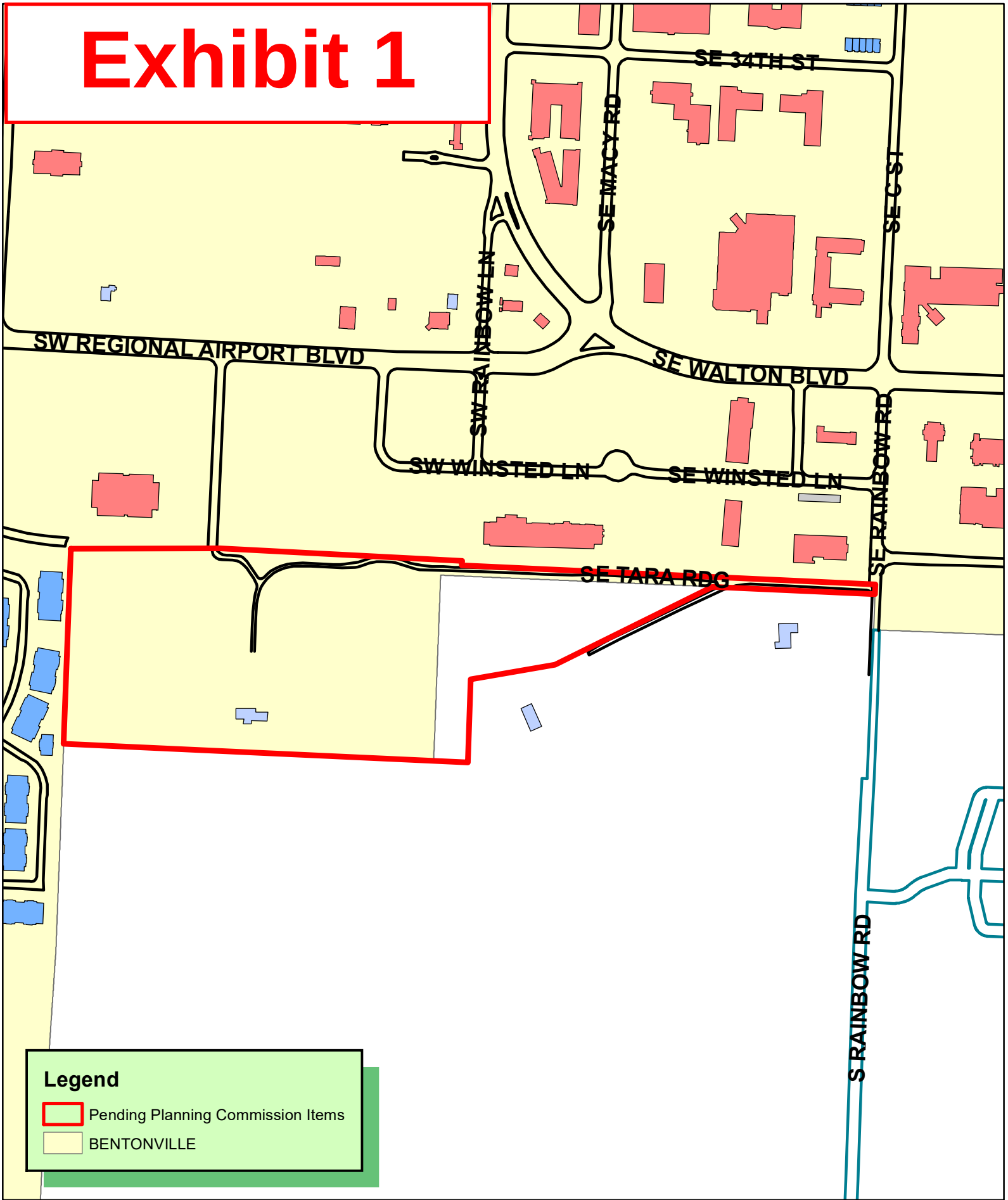
The City has historically assessed impact fees based upon the unit construction type, not the development or zoning type. A constructed example can be seen at the Village on the Park (Mt. Carmel Subdivision). In each of these examples, although there are multiple units contained on a single-lot, the impact fees were assessed based upon the construction type, single-family. Mt. Carmel Subdivision received Large Scale Development approval from the Planning Commission on April 19, 2016.

The City of Bentonville position remains that the impact fees for the single-family units at the Tara Ridge Development be assessed at the single-family impact fee rate. 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

Exhibit 1



N
W E
S

1 inch = 400 feet

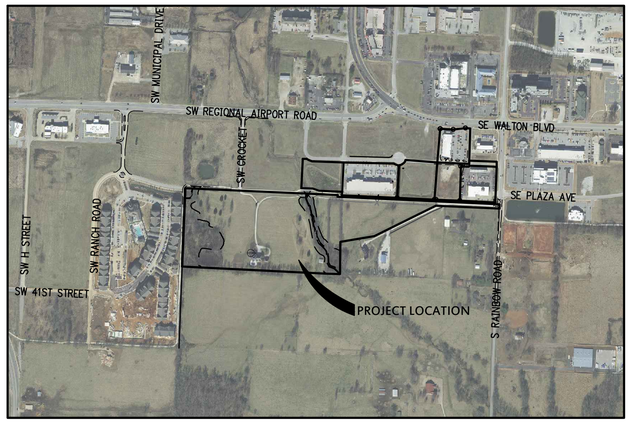
LSD21-0073
LARGE SCALE DEVELOPMENT
TARA RIDGE

Exhibit 1

THE VILLAGE AT TARA RIDGE

BENTONVILLE, ARKANSAS

LSDP



VICINITY MAP
NTS

Sheet List Table

SHEET NUMBER	SHEET TITLE
C-001	COVER SHEET
C-002	PROJECT CONTROL SHEET
C-003	DEMO PLAN
C-101	OVERALL SITE PLAN
C-102	SITE PLAN A
C-103	SITE PLAN B
C-104	SITE PLAN C
C-105	OVERALL GRADING PLAN
C-106	GRADING PLAN A
C-107	GRADING PLAN B
C-108	GRADING PLAN C
C-109	OVERALL UTILITY PLAN
C-110	UTILITY PLAN A
C-111	UTILITY PLAN B
C-112	UTILITY PLAN C
C-113	OVERALL ELECTRIC PLAN
C-114	EROSION CONTROL PHASE I
C-115	EROSION CONTROL PHASE II
C-201	SANITARY SEWER LINE 1 P&P (C)
C-202	SANITARY SEWER LINE 2 P&P (C)
C-203	SANITARY SEWER LINE 2 P&P (C)
C-204	SANITARY SEWER LINE 3 P&P (C)
C-205	SANITARY SEWER LINE 3 P&P (C)
C-206	SANITARY SEWER LINE 4 P&P (C)
C-207	SANITARY SEWER LINE 4 P&P (C)
C-208	STORM SEWER LINE 1 & 2 P&P (C)
C-209	STORM SEWER LINE 3 P&P (C)
C-210	STORM SEWER LINE 3 & 4 P&P (C)
C-501	MUNICIPAL DETAILS 1 OF 2
C-502	MUNICIPAL DETAILS 2 OF 2
C-503	EROSION CONTROL DETAILS SHT. 1
C-504	EROSION CONTROL DETAILS SHT. 2
C-505	EROSION CONTROL DETAILS SHT. 3
C-506	DRAINAGE DETAILS
C-507	STANDARD DETAILS 1 OF 3
C-508	STANDARD DETAILS 2 OF 3
C-509	STANDARD DETAILS 3 OF 3
BW-1	WATER SEWER DETAILS
BW-2	SEWER DETAILS 1 OF 2
BW-3	SEWER DETAILS 2 OF 2
BW-4	WATER DETAILS 1 OF 2
BW-5	WATER DETAILS 2 OF 2
BE-1	BEUD DETAILS
BE-2	BEUD DETAILS
BE-3	BEUD DETAILS
L-101	PLANTING PLAN A (C)
L-102	PLANTING PLAN B (C)
L-103	PLANTING PLAN C (C)
L-501	PLANTING DETAILS
* A201.1	EXTERIOR ELEVATIONS DUPLEX
* A201.2	EXTERIOR ELEVATIONS 2 BEDROOM 2 BATH
* A201.3	EXTERIOR ELEVATIONS 3 BEDROOM 2 BATH
* A201.4A	EXTERIOR ELEVATIONS CLUB HOUSE
* A201.4B	EXTERIOR ELEVATIONS CLUB HOUSE
* A201.4C	EXTERIOR ELEVATIONS CLUB HOUSE
* A201.5	EXTERIOR ELEVATIONS GARAGE
* A201.6	EXTERIOR ELEVATIONS CARPORT
* G003	3D ELEVATIONS
* AC-105	PHASING PLAN

* BY OTHERS

LEGEND (EXISTING SYMBOLS)

SYMBOLS	LINEWORK
FOUND IRON PIN	EASEMENT
LIGHT POLE	CURB
POWER POLE	INTERMEDIATE CONTOUR
TELEPHONE PEDESTAL	INDEX CONTOUR
TV PEDESTAL	SANITARY SEWER LINE
MANHOLE	GAS LINE
SANITARY SEWER CLEANOUT	WATER LINE (SPECIFY SIZE & TYPE)
GAS METER	UNDERGROUND TELEPHONE
GAS VALVE	UNDERGROUND ELECTRIC
STORM SEWER PIPE	OVERHEAD ELECTRIC
DOWN GUY	UNDERGROUND TELEVISION
WATER VALVE	OVERHEAD TELEVISION
FIRE HYDRANT ASSEMBLY	CHAIN LINK FENCE
AIR RELEASE VALVE	WOOD FENCE
FIRE DEPARTMENT CONNECTION	BARBED WIRE FENCE
WATER METER	FIBER OPTIC
SPRINKLER HEAD	RIGHT OF WAY
ELECTRIC PEDESTAL	ROAD CENTERLINE
GRATED INLET	
DROP INLET	
TREE	
TREE TO BE REMOVED	

LEGEND (CONSTRUCT)

SYMBOLS	LINEWORK
SET IRON PIN	EASEMENT
LIGHT POLE	CURB
POWER POLE	INTERMEDIATE CONTOUR
TELEPHONE PEDESTAL	INDEX CONTOUR
TV PEDESTAL	SANITARY SEWER LINE
MANHOLE	GAS LINE
SANITARY SEWER CLEANOUT	WATER LINE
GAS METER	UNDERGROUND TELEPHONE
GAS VALVE	UNDERGROUND ELECTRIC
STORM SEWER PIPE	OVERHEAD ELECTRIC
STRUCTURE NUMBER	FIBER OPTIC
WATER VALVE	UNDERGROUND TELEVISION
FIRE HYDRANT ASSEMBLY	OVERHEAD TELEVISION
AIR RELEASE VALVE	CHAIN LINK FENCE
FIRE DEPARTMENT CONNECTION	WOOD FENCE
WATER METER	BARBED WIRE FENCE
BACK FLOW PREVENTER	BUILDING SET BACK
REDUCER	RIGHT OF WAY
RECTANGULAR DROP INLET, GRATED INLET OR JUNCTION BOX (SPECIFY ON PLAN SHEET)	PROPERTY LINE
CIRCULAR DROP INLET, GRATED INLET OR JUNCTION BOX (SPECIFY ON PLAN SHEET)	ROAD CENTERLINE

GENERAL NOTES

1. THE DESIGN, INSPECTION, AND CERTIFICATION OF ANY RETAINING WALL SHOWN OR REFERENCED HEREIN, INCLUDING BUT NOT LIMITED TO, SEGMENTAL RETAINING WALLS, MASS GRAVITY WALLS, GABION WALLS, ETC., GREATER THAN FORTY-EIGHT INCHES IN HEIGHT, SHALL BE BY OTHERS. ANY RETAINING WALL DATA SHOWN OR REFERENCED HEREIN SHALL BE ONLY FOR COORDINATION OF THE WALL LOCATION AND ELEVATIONS.
2. THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES OR STRUCTURES SHOWN ON THESE DRAWINGS IS BASED ON A SEARCH OF THE AVAILABLE RECORDS. TO THE BEST OF OUR KNOWLEDGE THERE ARE NO EXISTING UTILITIES EXCEPT AS SHOWN ON THESE DRAWINGS. CRAFTON TULL ASSUMES NO RESPONSIBILITY REGARDING THE ACCURACY OF THE DEPICTED LOCATION(S) OF THE UNDERGROUND FACILITIES ON THESE DRAWINGS. CONTRACTOR IS RESPONSIBLE FOR THE LOCATION AND PROTECTION OF ANY OTHER FACILITIES NOT SHOWN ON THESE DRAWINGS. CONTRACTOR SHALL VERIFY LOCATION OF ALL FACILITIES BEFORE BEGINNING WORK.
3. IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, THE CONTRACTOR WILL BE SOLELY AND COMPLETELY RESPONSIBLE FOR CONDITIONS OF THE JOB SITE INCLUDING SAFETY OF ALL PERSONS AND PROPERTY DURING PERFORMANCE OF THE WORK. THIS REQUIREMENT WILL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. THE DUTY OF THE ENGINEER TO CONDUCT CONSTRUCTION REVIEW OF THE CONTRACTOR'S PERFORMANCE IS NOT INTENDED TO INCLUDE REVIEW OF THE ADEQUACY OF THE CONTRACTOR'S SAFETY MEASURES IN OR NEAR THE CONSTRUCTION SITE.
4. THIS DOCUMENT AND THE IDEAS AND DESIGNS INCORPORATED HEREIN, AS AN INSTRUMENT OF PROFESSIONAL SERVICES, IS THE PROPERTY OF CRAFTON, TULL & ASSOCIATES, INC. AND IS NOT TO BE USED, IN WHOLE OR PART, FOR ANY OTHER PROJECT WITHOUT THE WRITTEN AUTHORIZATION OF CRAFTON, TULL & ASSOCIATES, INC.
5. CONTRACTOR SHALL NOT CAUSE ANY LONG-TERM INCONVENIENCE TO THE PUBLIC, ADJACENT PROPERTY OWNERS, PEDESTRIANS, ETC. DURING CONSTRUCTION OF THIS PROJECT. CONTRACTOR SHALL PROVIDE ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES DURING CONSTRUCTION.
6. CONTRACTOR SHALL CONTACT THE ENGINEER FOR CLARIFICATION IF A DISCREPANCY OR INCONSISTENCY IS IDENTIFIED IN THE PLANS OR SPECIFICATIONS.
7. CONTRACTOR IS RESPONSIBLE FOR THE DESIGN AND IMPLEMENTATION OF ALL SHEETING, SHORING, AND SPECIAL EXCAVATION MEASURES REQUIRED ON THE PROJECT WHICH ARE NECESSARY TO CONFORM TO OSHA, FEDERAL, STATE AND LOCAL REGULATIONS.
8. ENGINEER OF RECORD SHALL OBSERVE THE INSTALLATION OF THE WATER & SEWER MAINS. BEYOND THAT SCOPE, CRAFTON TULL & ASSOCIATES, INC. (CTA) HAS NOT BEEN RETAINED BY THE OWNER FOR CONSTRUCTION ADMINISTRATION OR OBSERVATION SERVICES FOR THE WORK INDICATED ON THESE DRAWINGS. THEREFORE, CTA HEREBY NOTIFIES ALL PARTIES INVOLVED THAT CRAFTON, TULL & ASSOCIATES, INC. ASSUMES NO RESPONSIBILITY FOR THE INTERPRETATION, COORDINATION, OR ADMINISTRATION OF THESE DOCUMENTS AND/OR DEVIATIONS THEREOF. FURTHERMORE, CRAFTON, TULL & ASSOCIATES, INC. WILL NOT BE RESPONSIBLE FOR ANY EFFECTS THAT ANY CHANGES TO THESE DOCUMENTS MAY HAVE ON ANY RELATED TRADES, CONSTRUCTION SEQUENCES, OR OPERATION OF THE COMPLETED PROJECT EXCEPT AS SPECIFICALLY NOTED IN THE AGREEMENT BETWEEN CRAFTON, TULL & ASSOCIATES AND THE OWNER.
9. ENERGIZED ELECTRICAL LINE SAFETY, WARNINGS, AND ADVANCED NOTICES: ALL OWNERS, GENERAL CONTRACTORS, AND SUBCONTRACTORS ASSOCIATED WITH THIS PROJECT SHALL BE RESPONSIBLE FOR FAMILIARIZING THEMSELVES WITH, COMPLYING WITH, AND THE ENFORCEMENT OF ARKANSAS CODES AR ST § 11-5-307 AND § AR ST 11-5-308 AND ANY OTHER CURRENT STATE CODES PERTAINING TO ADVANCE NOTICE REQUIREMENTS AND FOR SAFETY OF ALL PERSONNEL, INCLUDING THE GENERAL PUBLIC, PERTAINING TO ANY WORK, MOVEMENT, AND ACTIVITY IN CLOSE PROXIMITY TO ANY ENERGIZED ELECTRICAL LINE.
10. THE CITY OF BENTONVILLE STREET STANDARDS, DRAINAGE CRITERIA MANUAL, SUBDIVISION ORDINANCE, WATER, SEWER, ELECTRIC UTILITY SPECIFICATIONS, AND STATE CODE SHALL GOVERN THESE PLANS. IF THERE ARE DISCREPANCIES IN THE PLANS OR INFORMATION CONTAINED WITHIN, CITY OF BENTONVILLE ORDINANCES, STANDARDS AND SPECIFICATIONS SHALL RULE, UNLESS APPROVED IN WRITING BY THE CITY ENGINEER.
11. TO SCHEDULE AN INSPECTION OR TEST WITH THE CITY OF BENTONVILLE ENGINEERING DEPARTMENT, INSPECTIONS MUST BE CALLED DIN (479-271-3168) BY THE ENGINEER OF RECORD 24 HOURS IN ADVANCE BEFORE 10AM FOR AN INSPECTION THE FOLLOWING DAY.
12. THE ENGINEER OF RECORD MUST CERTIFY THE SITE AND PROJECT MUST PASS A DEVELOPMENT FINAL SITE INSPECTION BEFORE REQUESTING A BUILDING FINAL INSPECTION.
13. ALL PROPOSED SIGNAGE WILL REQUIRE A SEPARATE PERMIT.

UTILITY CONTACTS

CITY ENGINEER
CITY OF BENTONVILLE
DAN WEESE
3200 SW MUNICIPAL DRIVE
BENTONVILLE, AR.
PHONE: (479) 271-5993

STREET DEPARTMENT
CITY OF BENTONVILLE
TONY DAVIS
3200 SW MUNICIPAL DRIVE
BENTONVILLE, AR. 72712
PHONE: (479) 271-3130

WATER DEPARTMENT
CITY OF BENTONVILLE
CHRIS EARL
3200 SW MUNICIPAL DRIVE
BENTONVILLE, AR. 72712
PHONE: (479) 271-3140

PLANNING DEPARTMENT
CITY OF BENTONVILLE
ELLEN NORVELL
305 SW "A" STREET
BENTONVILLE, AR. 72712
PHONE: (479) 271-3122

BLACK HILLS ENERGY
JOSH KNIGHT
1301 FEDERAL WAY, PO BOX 2129
LOWELL, ARKANSAS 72745
PHONE: (479) 333-7005
joshua.knight@blackhillscorp.com

AT&T
BRENT BALDWIN
1133 EAST HAROLD ST.
FAYETTEVILLE, ARKANSAS 72703
OFFICE: 479-571-6609
CELL: 479-200-9022

Arkansas One Call 811
Know what's **below**.
Call before you dig.

ELECTRIC DEPARTMENT
CITY OF BENTONVILLE
CHARLIE BARNES
3200 SW MUNICIPAL DRIVE
BENTONVILLE, AR. 72712
PHONE: (479) 271-3159

FIRE DEPARTMENT
CITY OF BENTONVILLE
BRENT BOYDSTON, FIRE CHIEF
800 SW "A" STREET
BENTONVILLE, AR. 72712
PHONE: (479) 271-5927

WASTEWATER DEPARTMENT
CITY OF BENTONVILLE
NANCY BUSEN
1901 NE "A" STREET
BENTONVILLE, AR. 72712
PHONE: (479) 271-3160

STORMWATER DEPARTMENT
CITY OF BENTONVILLE
JANET PAITH
3200 SW MUNICIPAL DRIVE
BENTONVILLE, AR.
PHONE: (479) 271-5002
jpaith@bentonvillear.com

BUILDING AND FIRE SAFETY
CITY OF BENTONVILLE
JAKE FEEMSTER
3200 SW MUNICIPAL DRIVE
BENTONVILLE, AR.
PHONE: (479) 271-3108

COX COMMUNICATIONS
CHAD HODGE
4901 S. 48TH STREET
SPRINGDALE, ARKANSAS 72762
PHONE: (479) 717-3796
CHAD.HODGE@COX.COM
TIMOTHY GOSS
PHONE: (479) 651-5583
TIMOTHY.GOSS@COX.COM

PROJECT INFORMATION

ZONING:
R-3
BUILDING SETBACK:
R-3:
FRONT 20'
INTERIOR SIDE 10'
EXTERIOR SIDE 20'
REAR 25'
ATLAS PAGE:
485
SITE AREA:
24.75± ACRES (1,078,007± SQ FT)
DEVELOPMENT AREA:
24.75± ACRES (1,078,007± SQ FT)
PROPERTY USAGE:
RESIDENTIAL
BUILDING USAGE:
RESIDENTIAL
DENSITY CALCULATIONS:
192 UNITS/24.75± ACRES = 7.56 UNITS PER ACRE

UNIT CALCULATIONS:

BUILDING A	62 UNITS	2 UNITS EACH
BUILDING B	65 UNITS	1 UNITS EACH
BUILDING C	65 UNITS	1 UNITS EACH
TOTAL UNITS	192 UNITS	

REQUIRED PARKING:
ZONE R-3: 3 SPACES PER 2 DWELLING UNITS
192 UNITS X 1.5 = 288 STALLS

PROVIDED PARKING:
ZONE R-3:
STANDARD STALLS = 263
GARAGE STALLS = 78
CARPORT STALLS = 136
ADA STALLS = 9
TOTAL = 486

SITE ENGINEER: CRAFTON TULL
DANIEL ELLIS, P.E.
901 N. 47TH ST., SUITE 400
ROGERS, AR 72756
479-636-4838

SITE DEVELOPER/ OWNER: RED RIVER COMPANY 403
S. CHEYENNE AVE., #205
TULSA, OK 74103
918-645-0804

REQUESTED WAIVERS

1. SEC 501.07 – REQUIRED PAVEMENT FOR OFF-STREET PARKING

PROPERTY DESCRIPTION

DESCRIPTION LOT 1:

A PART OF THE N 1/2 OF THE SE 1/4 OF SECTION 7, TOWNSHIP 19 NORTH, RANGE 30 WEST, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT SOUTHEAST CORNER OF THE NE 1/4 OF THE SE 1/4 OF SAID SECTION 7;
THENCE N02°08'25"E 612.20 FEET;
THENCE N87°22'14"W 30.07 FEET TO THE POINT OF BEGINNING;
THENCE N87°22'14"W 503.50 FEET;
THENCE S63°47'08"W 576.69 FEET;
THENCE S80°19'51"W 288.43 FEET;
THENCE S00°38'48"W 271.16 FEET;
THENCE N87°37'59"W 112.59 FEET;
THENCE N87°15'56"W 1211.02 FEET;
THENCE N02°20'24"E 659.58 FEET;
THENCE S87°21'06"E 1277.58 FEET;
THENCE S02°26'45"W 15.01 FEET;
THENCE S87°21'18"E 1327.92 FEET;
THENCE S02°09'24"W 26.24 FEET;
THENCE S00°48'16"W 8.70 FEET TO THE POINT OF BEGINNING, CONTAINING 24.62 ACRES, MORE OR LESS AND SUBJECT TO ANY EASEMENTS OF RECORD OR FACT.

FLOOD NOTE

THIS PROPERTY IS NOT IN FLOOD ZONE "A" OR "AE", AND IS OUTSIDE THE 100-YEAR FLOOD PLAIN AS SHOWN ON THE NATIONAL FLOOD INSURANCE PROGRAM'S FIRM PANEL NUMBER 05007C0255 K, EFFECTIVE DATE JUNE 5, 2012.

THE ABOVE STATEMENT IS FOR INFORMATION ONLY AND THIS SURVEYOR ASSUMES NO LIABILITY FOR THE CORRECTNESS OF THE CITED MAP(S). IN ADDITION, NO INDEPENDENT STUDY OF THE LIKELIHOOD OF FLOODING OF THE SURVEYED PROPERTY HAS BEEN DONE BY THE SURVEYOR AND NO OPINION OF FLOOD HAZARDS IS INCLUDED IN THIS SURVEY. THE FLOOD HAZARD ZONE BOUNDARIES SHOWN HEREON WERE SCALED FROM THE MAPS CITED AND ARE NOT THE RESULT OF INDEPENDENT COMPUTATION OR ANALYSIS.

SITE STABILIZATION AND CERTIFICATION

CRAFTON TULL CANNOT CERTIFY THE SITE AS COMPLETE IN ORDER TO OBTAIN THE CERTIFICATE OF OCCUPANCY UNTIL ALL DISTURBED AREAS RELATED TO THE CONSTRUCTION OF THE PROJECT, BOTH ONSITE AND OFFSITE, HAVE BEEN STABILIZED PER THE PLANS AND SPECIFICATIONS AND ALL REQUIREMENTS SPELLED OUT IN PERMITS ISSUED BY THE STATE AND LOCAL AUTHORITIES HAVE BEEN MET.

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

CERTIFICATE OF AUTHORIZATION:
CERTIFICATE OF AUTHORIZATION — CRAFTON, TULL & ASSOCIATES, INC. No. 109 — ARKANSAS ENGINEER

THE VILLAGE AT TARA RIDGE
BENTONVILLE, ARKANSAS

Key Plan

No.	Description	Date

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PROJECT NO: 21103301
ISSUE DATE: 1/28/2022
CONTACT: D. ELLIS
CHECKED BY:

PRELIMINARY PLANS

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LSD21-0073

COVER SHEET

C-001

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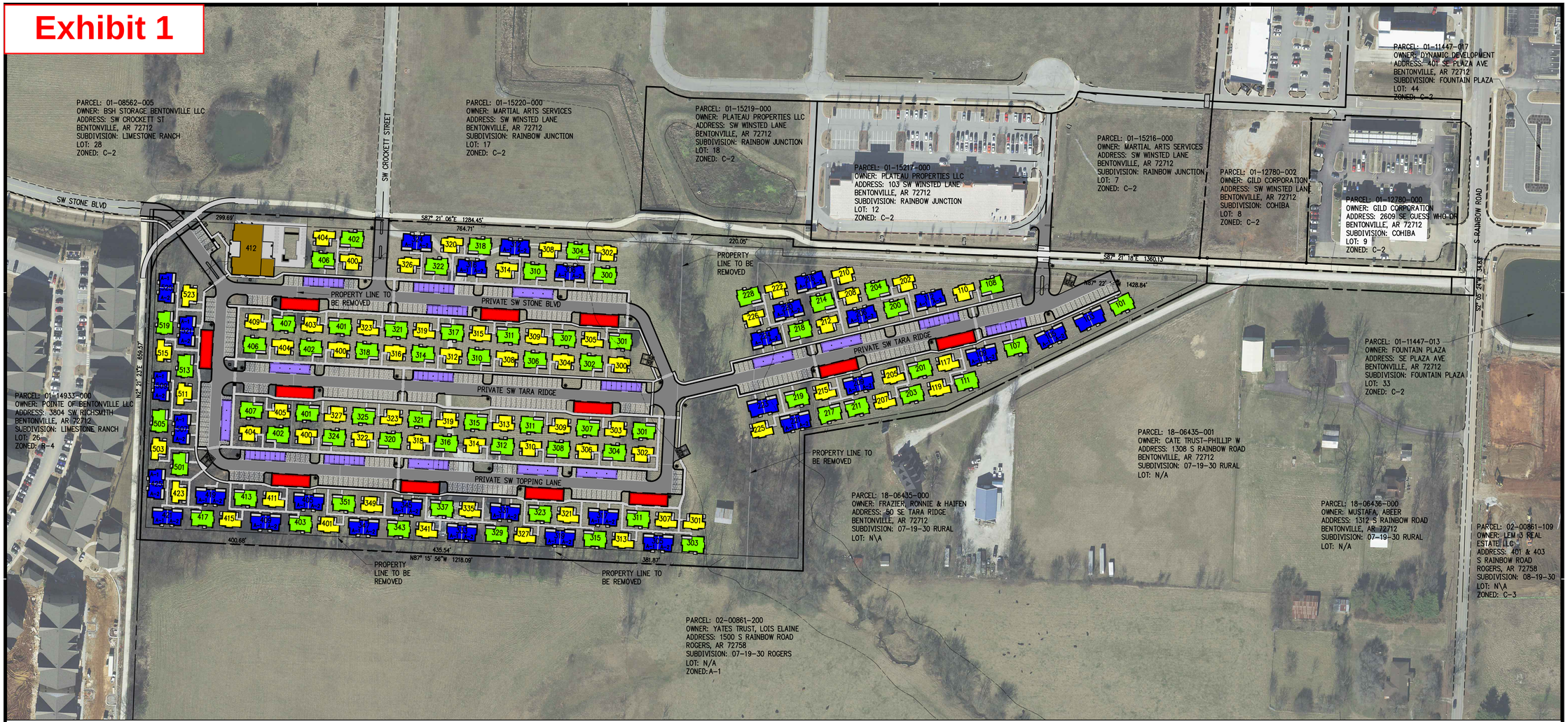
PLOTTED BY: BRIAN HOGAN PLOTTED: 1/28/2022 9:41 AM

Exhibit 1



LEGEND (EXISTING SYMBOLS)

SYMBOLS	LINEWORK
FOUND IRON PIN	CURB
LIGHT POLE	RIGHT OF WAY
	ROAD CENTERLINE
	SIDEWALK
	WELDED IRON FENCE

LEGEND (CONSTRUCT)

SYMBOLS	LINEWORK
SET IRON PIN	CURB
ON-SITE LIGHT POLE BASE	BUILDING SET BACK
	RIGHT OF WAY
	PROPERTY LINE
	ROAD CENTERLINE
	6' STEEL PICKET FENCE
	6' WOOD PICKET PRIVACY FENCE
	MASONRY COLUMNS WITH 6' WOOD PICKET INFILL
	PERMEABLE PAVERS
	SIDEWALK

SITE NOTES

1. THE DESIGN, INSPECTION, AND CERTIFICATION OF ANY RETAINING WALL SHOWN OR REFERENCED HEREIN, INCLUDING BUT NOT LIMITED TO, SEGMENTAL RETAINING WALLS, MASS GRAVITY WALLS, GABION WALLS, ETC., GREATER THAN FORTY-EIGHT INCHES IN HEIGHT, SHALL BE BY OTHERS. ANY RETAINING WALL DATA SHOWN OR REFERENCED HEREIN SHALL BE FOR COORDINATION OF THE WALL LOCATION AND ELEVATIONS ONLY.
2. ALL WORK AND MATERIALS SHALL COMPLY WITH ALL CITY/COUNTY/STATE/FEDERAL REGULATIONS AND CODES AND OSHA STANDARDS.
3. CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF VESTIBULES, SLOPE PAVING, SIDEWALKS, EXIT PORCHES, TRUCK DOCKS, PRECISE BUILDING DIMENSIONS AND EXACT UTILITY ENTRANCE LOCATIONS.
4. ALL CURB DIMENSIONS AND RADII ARE TO BACK OF CURB UNLESS OTHERWISE NOTED.
5. ALL PAVEMENT MARKINGS DIMENSIONS FACE OF CURB UNLESS OTHERWISE NOTED.
6. ALL WORK SHALL BE DONE IN STRICT ACCORDANCE WITH THE PROJECT SPECIFICATIONS.
7. ALL CURB/SIDEWALK/HANDICAP RAMP DESIGNS SHALL CONFORM TO ADA STANDARDS OR LOCAL RESTRICTIVE CODES, WHICHEVER IS MORE RESTRICTIVE.
8. CONTRACTOR SHALL ENSURE ALL NECESSARY PERMITS ARE OBTAINED PRIOR TO CONSTRUCTION START.
9. CONTRACTOR SHALL MATCH NEW CURB AND GUTTER, CONCRETE, AND PAVEMENT TO EXISTING IN GRADE AND ALIGNMENT.
10. CONTRACTOR SHALL MAINTAIN ALL EXISTING PARKING, SIDEWALKS, DRIVES, ETC. CLEAR AND FREE FROM ANY CONSTRUCTION ACTIVITY AND/OR MATERIAL TO ENSURE EASY AND SAFE PEDESTRIAN AND VEHICULAR TRAFFIC TO AND FROM THE SITE.

SITE INFORMATION:

ZONING:
R-3
BUILDING SETBACK:
R-3:

FRONT	20'
INTERIOR SIDE	10'
EXTERIOR SIDE	20'
REAR	25'

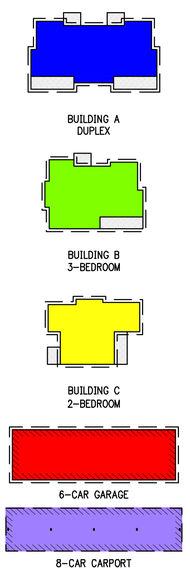
ATLAS PAGE:
485
SITE AREA:
24.75± ACRES (1,078,007± SQ FT)
DEVELOPMENT AREA:
24.75± ACRES (1,078,007± SQ FT)
PROPERTY USAGE:
RESIDENTIAL
BUILDING USAGE:
RESIDENTIAL
DENSITY CALCULATIONS:
192 UNITS/24.75± ACRES = 7.56 UNITS PER ACRE

UNIT CALCULATIONS:

BUILDING A	62 UNITS	2 UNITS EACH
BUILDING B	65 UNITS	1 UNITS EACH
BUILDING C	65 UNITS	1 UNITS EACH
TOTAL UNITS	192 UNITS	

REQUIRED PARKING:
ZONE R-3: 3 SPACES PER 2 DWELLING UNITS
192 UNITS X 1.5 = 288 STALLS

PROVIDED PARKING:
ZONE R-3:
STANDARD STALLS = 263
GARAGE STALLS = 78
CARPORT STALLS = 136
ADA STALLS = 9
TOTAL = 486



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CERTIFICATE OF AUTHORIZATION:
CRAFTON, TULL & ASSOCIATES, INC. No. 109

GRAPHIC SCALE IN FEET
100' 0 100'

THE VILLAGE AT TARA RIDGE
BENTONVILLE, ARKANSAS

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LSD21-0073

OVERALL SITE PLAN

C-101

DRAWING OUTPUT: 1/28/21, 7:44:48 AM BY CRAFTONTULL\CTULL\DOCUMENTS\CTULL\DWG\DWG\REVIT_SITE PLAN.DWG
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Exhibit 2

IRC 2018 R302.1 - EXTERIOR WALLS

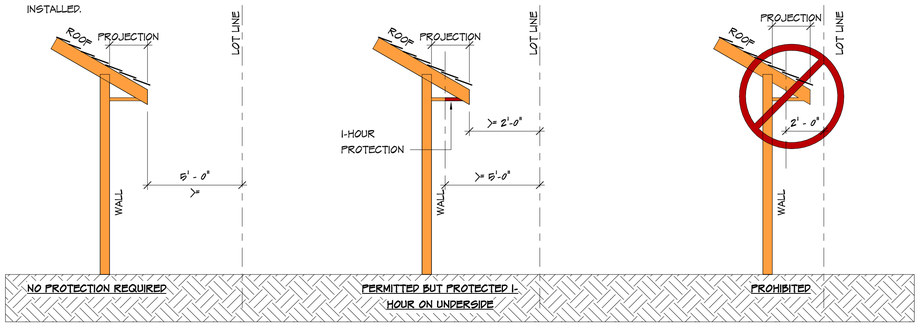
EXTERIOR WALL ELEMENT		MINIMUM FIRE-RESISTANCE RATING	MINIMUM FIRE SEPARATION DISTANCE
WALLS	FIRE - RESISTANCE RATED	1 HOUR - TESTED IN ACCORDANCE WITH ASTM E119, UL 263 OR SECTION 703.3 OF THE INTERNATIONAL BUILDING CODE WITH EXPOSURE FROM BOTH SIDES	0 FEET
	NOT FIRE - RESISTANCE RATED	0 HOURS	>= 5 FEET
PROJECTIONS	NOT ALLOWED	NA	< 2 FEET
	FIRE - RESISTANCE RATED	1 HOUR ON THE UNDERSIDE, OR HEAVY TIMBER, OR FIRE RETARDANT - TREATED WOOD (a,b)	>= 2 FEET TO <5 FEET
	NOT FIRE - RESISTANCE RATED	0 HOURS	>= 5 FEET
OPENINGS IN WALLS	NOT ALLOWED	NA	< 3 FEET
	25% MAXIMUM OF WALL AREA	0 HOURS	3 FEET
	UNLIMITED	0 HOURS	5 FEET
PENETRATIONS	ALL	COMPLY WITH SECTION R302.4	< 3 FEET
		NONE REQUIRED	3 FEET

FOR SI: 1 FOOT = 304.8 MM
NA = NOT APPLICABLE.
a. THE FIRE - RESISTANCE RATING SHALL BE PERMITTED TO BE REDUCED TO 0 HOURS ON THE UNDERSIDE OF THE EAVE OVERHANG IF FIREBLOCKING IS PROVIDED FROM THE WALL TOP PLATE TO THE UNDERSIDE OF THE ROOF SHEATHING.
b. THE FIRE - RESISTANCE RATING SHALL BE PERMITTED TO BE REDUCED TO 0 HOUR ON THE UNDERSIDE OF THE RAKE OVERHANG WHERE GABLE VENT OPENINGS ARE NOT INSTALLED.

IRC 2018 R302.1 (2) - EXTERIOR WALLS - DWELLINGS WITH FIRE SPRINKLERS

EXTERIOR WALL ELEMENT		MINIMUM FIRE-RESISTANCE RATING	MINIMUM FIRE SEPARATION DISTANCE
WALLS	FIRE - RESISTANCE RATED	1 HOUR - TESTED IN ACCORDANCE WITH ASTM E119, UL 263 OR SECTION 703.3 OF THE INTERNATIONAL BUILDING CODE WITH EXPOSURE FROM THE OUTSIDE	0 FEET
	NOT FIRE - RESISTANCE RATED	0 HOURS	3 FEET (a)
PROJECTIONS	NOT ALLOWED	NA	< 2 FEET
	FIRE - RESISTANCE RATED	1 HOUR ON THE UNDERSIDE, OR HEAVY TIMBER, OR FIRE RETARDANT - TREATED WOOD (b,c)	2 FEET (a)
	NOT FIRE - RESISTANCE RATED	0 HOURS	3 FEET
OPENINGS IN WALLS	NOT ALLOWED	NA	< 3 FEET
	UNLIMITED	0 HOURS	3 FEET (a)
PENETRATIONS	ALL	COMPLY WITH SECTION R302.4	< 3 FEET
		NONE REQUIRED	3 FEET (a)

FOR SI: 1 FOOT = 304.8 MM
NA = NOT APPLICABLE.
a. FOR RESIDENTIAL SUBDIVISIONS WHERE ALL DWELLING ARE EQUIPPED THROUGHOUT WITH AN AUTOMATIC SPRINKLER SYSTEM INSTALLED IN ACCORDANCE WITH SECTION P2904, THE FIRE SEPARATION DISTANCE FOR EXTERIOR WALL NOT FIRE-RESISTANCE RATED FOR FIRE - RESISTANCE - RATED PROJECTIONS SHALL BE PERMITTED TO BE REDUCED TO 0 FEET, AND UNLIMITED UNPROTECTED OPENINGS AND PENETRATIONS SHALL BE PERMITTED, WHERE THE ADJOINING LOT PROVIDES AN OPEN SETBACK YARD THAT IS 6 FEET OR MORE IN WIDTH ON THE OPPOSITE SIDE OF THE PROPERTY LINE.
b. THE FIRE - RESISTANCE RATING SHALL BE PERMITTED TO BE REDUCED TO 0 HOUR ON THE UNDERSIDE OF THE EAVE OVERHANG IF FIREBLOCKING IS PROVIDED FROM THE WALL TOP PLATE TO THE UNDERSIDE OF THE ROOF SHEATHING.
c. THE FIRE - RESISTANCE RATING SHALL BE PERMITTED TO BE REDUCED TO 0 HOUR ON THE UNDERSIDE OF THE RAKE OVERHANG WHERE GABLE VENT OPENINGS ARE NOT INSTALLED.



FIRE SEPARATION DISTANCE = THE DISTANCE MEASURED FROM THE BUILDING FACE TO ONE OF THE FOLLOWING:
1. TO THE CLOSEST INTERIOR LOT LINE.
2. TO THE CENTERLINE OF A STREET, AN ALLEY OR PUBLIC WAY.
3. TO AN IMAGINARY LINE BETWEEN TWO BUILDINGS ON THE SAME LOT.

EXTERIOR WALL SEPARATION

1/4" = 1'-0"

FIRE EXTINGUISHER LEGEND

FEC — SEMI RECESSED FIRE EXTINGUISHER CABINET & FIRE EXTINGUISHER.
A, B FIRES ON BUSINESS OCCUPANCIES = 75 FT OF TRAVEL

FEX — BRACKET MOUNTED FIRE EXTINGUISHER
A, B FIRES ON BUSINESS OCCUPANCIES = 75 FT OF TRAVEL
A, B FIRES ON STORAGE OCCUPANCIES = 50 FT OF TRAVEL

LIFE SAFETY LEGEND

25 / 214 / 2'-8" — ACTUAL OCCUPANTS EXITING; MAXIMUM OCCUPANTS; EGRESS WIDTH AT THIS EXIT
OFFICE / 112 — ROOM NAME; ROOM NUMBER
120 SF / 100 — SQUARE FEET / OCCUPANCY PER OCCUPANT
2 — TOTAL OCCUPANTS
TRAVEL DISTANCE LENGTH
SMOKE BARRIER
1 HOUR FIRE BARRIER
2 HOUR FIRE BARRIER
AREA TO BE SPRINKLERED

UNIT AREAS by TYPE

UNIT TYPE	NUMBER of UNITS	PERCENT of TOTAL	GROSS AREA (GSF)*	LEASABLE AREA (NSF)**	TOTALS GSF	TOTALS LEASABLE
1 BR / 1 BTH	0	0	716	655	0	0
DUPLEX 1 BR / 1 BTH (EACH)	70	34%	720	655	50,400	45,840
2 BR / 2 BTH	66	33%	971	891	64,086	58,806
3 BR / 2 BTH	65	33%	1,218	1,123	79,170	72,995
TOTALS	201	100%	970 (Avg per Unit)	880 (Avg per Unit)	193,656	177,641

* MEASURED FROM OUTSIDE FACE OF SLAB
** MEASURED FROM "PAINT-TO-PAINT" INTERIOR

PROJECT NAME: TARA RIDGE

CODE: 2015 IBC
CONSTRUCTION TYPE: VB
OCCUPANCY GROUP: RESIDENTIAL, R2 (OVERALL)
OCCUPANCY GROUP: ASSEMBLY, A3 (CLUBHOUSE)
SPRINKLER SYSTEM: NON-SPRINKLERED - NFPA 13R or 13D (OKC - Appendix V101 & V102)
NUMBER OF FLOORS: RESIDENTIAL BUILDINGS: 1 STORY
GARAGES: 1 STORY
CLUBHOUSE: 1 STORY

CODE ENFORCEMENT JURISDICTION: CITY OF BENTONVILLE, ARKANSAS

APPLICABLE CODES (BENTONVILLE, ARKANSAS)
INTERNATIONAL BUILDING CODE 2015
INTERNATIONAL RESIDENTIAL CODE 2015
ICC/ANSI A117.1 2009
MINIMUM DESIGN LOADS FOR BUILDINGS AND OTHER STRUCTURES, ASCE 7-10
2014 ARKANSAS ENERGY CODE
2010 ARKANSAS MECHANICAL CODE
2011 NATIONAL ELECTRIC CODE
2006 ARKANSAS PLUMBING CODE
2012 ARKANSAS FIRE PREVENTION CODE 5

CHAPTER 3 - USE AND OCCUPANCY CLASSIFICATION
RESIDENTIAL, R-2 — SINGLE FAMILY RESIDENCES
BUSINESS, B — LEASING OFFICE WITH FITNESS CENTER

SECTION 303.1.2 SMALL ASSEMBLY SPACES (FITNESS CENTER) UNDER 50 OCCUPANTS SHALL BE CLASSIFIED AS A "B" TYPE OCCUPANCY. DESIGNED FOR 35 OCCUPANTS.

CHAPTER 5, GENERAL BUILDING HEIGHTS AND AREAS
CONSTRUCTION TYPE VB

TABLE 506.2 - FOR R-2 USE GROUP (NS)
ONE BED / 1 BATH = 716 SF < 7,000 SF
ONE BED / 1 BATH (DUPLEX) = 716 SF (EACH) < 7,000 SF
TWO BED / 2 BATH = 971 SF < 7,000 SF
THREE BED / 2 BATH = 1,218 SF < 7,000 SF

TABLE 506.2 - B USE GROUP (NS)
CLUBHOUSE = 9,312 SF < 9,000 (B) SF

TABLE 504.3 - ALLOWABLE HEIGHT ABOVE GRADE
R2 - ONE BED / 1 BATH = 14'-0" PROVIDED < 40'-0" MAX HEIGHT
R2 - ONE BED / 1 BATH (DUPLEX) = 14'-0" PROVIDED < 40'-0" MAX HEIGHT
R2 - TWO BED / 2 BATH = 14'-0" PROVIDED < 40'-0" MAX HEIGHT
R2 - THREE BED / 2 BATH = 14'-0" PROVIDED < 40'-0" MAX HEIGHT
B - CLUBHOUSE = 22'-0" PROVIDED < 40'-0" MAX HEIGHT

TABLE 504.4 - ALLOWABLE STORIES ABOVE GRADE
R2 - ONE BED / 1 BATH = 2 STORIES
R2 - ONE BED / 1 BATH (DUPLEX) = 2 STORIES
R2 - TWO BED / 2 BATH = 2 STORIES
R2 - THREE BED / 2 BATH = 2 STORIES
B - CLUBHOUSE = 2 STORIES

CHAPTER 6, TYPE OF CONSTRUCTION
TYPE VB, TABLE 601, REQUIRED FIRE RESISTANCE RATING

STRUCTURAL FRAME	0 HR	
BEARING WALL EXTERIOR	0 HR	SEE TABLE 602 BELOW
BEARING WALLS INTERIOR	0 HR	
NONBEARING WALL EXTERIOR	0 HR	
NONBEARING WALLS INTERIOR	0 HR	
FLOOR / CEILING CONSTRUCTION	0 HR	
ROOF CONSTRUCTION	0 HR	

TABLE 602 - EXTERIOR WALL FIRE RATING PER SEPARATION DISTANCE
RESIDENTIAL (R) - CONSTRUCTION TYPE (VB)
X < 5'-0" = 1 HR
5'-0" </ X < 10'-0" = 1 HR
10'-0" </ X < 30'-0" = 0 HOUR
X>/ 30'-0" = 0 HOUR

SECTION 9, INTERIOR FINISHES

TABLE 803.11, INTERIOR FINISH FLAME SPREAD CLASS

GROUP	EXITS	CORRIDORS	ROOMS
R2	B	B	C
B	A	B	C

CHAPTER 9, FIRE PROTECTION SYSTEMS

R-2 (RESIDENTIAL)
907.2.11.2 - PROVIDE SMOKE DETECTORS PER THIS SECTION AND AT ALL SLEEPING ROOMS
915.1 - PROVIDE CARBON MONOXIDE DETECTION

B (BUSINESS)
907.2.2 - A MANUAL FIRE ALARM IS **NOT REQUIRED**
903.1 - AUTOMATIC SPRINKLER SYSTEM IS **NOT REQUIRED**

CHAPTER 10, FIRE PROTECTION SYSTEMS

TABLE 1017.2 - TRAVEL DISTANCE (REFER TO LIFE SAFETY SHEETS FOR ACTUAL DISTANCE)
RESIDENTIAL OCCUPANCY - NON-SPRINKLERED BUILDING = 200 FEET IS ALLOWED

STUDIO 45 ARCHITECTS
1648 Southwest Blvd Tulsa, OK 74107
www.s45architects.com

RED RIVER DEVELOPMENT - TARA RIDGE
BENTON COUNTY
BENTONVILLE, ARKANSAS
100% CONSTRUCTION DOCUMENTS

MARK	DESCRIPTION	DATE
2	Add No. 002	5.18.22
3	Add No. 003	5.27.22
5	Add No. 005	7.07.22

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REGISTERED ARCHITECT — MARCUS COLVERT FAIRLESS — License No.9859 — STATE OF ARKANSAS

PROJECT NO: 100-132
ISSUE DATE: 02/16/2022

2 3 5

BUILDING CODE ANALYSIS

G002

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Exhibit 3

PERMIT NO	PERMIT ADDRESS	PERMIT TYPE	PERMIT & IMPACT FEES
COM22-0045	412 SW STONE BLVD	CLUBHOUSE	$9,140.30
RACC22-0070	409 SW STONE BLVD	GARAGE	$601.00
RACC22-0072	323 SW STONE BLVD	GARAGE	$601.00
RACC22-0073	305 SW STONE BLVD	GARAGE	$601.00
RACC22-0074	325 SW TOPPING LN	GARAGE	$601.00
RACC22-0075	309 SW TOPPING LN	GARAGE	$601.00
RACC22-0076	407 SW TOPPING LN	GARAGE	$601.00
RACC22-0077	339 SW TOPPING LN	GARAGE	$601.00
RACC22-0078	517 SW TOPPING LN	GARAGE	$601.00
RACC22-0079	113 SW WATLING BLVD	GARAGE	$601.00
RACC22-0080	213 SW WATLING BLVD	GARAGE	$601.00
RES22-0427	404 SW STONE BLVD	SFD	$3,931.00
RES22-0428	406 SW STONE BLVD	SFD	$4,066.00
RES22-0429	324 SW STONE BLVD	DUPLEX	$5,008.00
RES22-0449	300 SW STONE BLVD	SFD	$4,066.00
RES22-0450	304 SW STONE BLVD	SFD	$4,066.00
RES22-0451	301 SW STONE BLVD	SFD	$4,066.00
RES22-0452	402 SW STONE BLVD	SFD	$4,066.00
RES22-0453	322 SW STONE BLVD	SFD	$4,066.00
RES22-0454	310 SW STONE BLVD	SFD	$4,066.00
RES22-0455	318 SW STONE BLVD	SFD	$4,066.00
RES22-0456	309 SW STONE BLVD	SFD	$4,066.00
RES22-0457	311 SW STONE BLVD	SFD	$4,066.00
RES22-0458	317 SW STONE BLVD	SFD	$4,066.00
RES22-0459	319 SW STONE BLVD	SFD	$4,066.00
RES22-0460	327 SW STONE BLVD	SFD	$4,066.00
RES22-0461	329 SW STONE BLVD	SFD	$4,066.00
RES22-0462	335 SW STONE BLVD	SFD	$4,066.00
RES22-0463	337 SW STONE BLVD	SFD	$4,066.00
RES22-0464	343 SW STONE BLVD	SFD	$4,066.00
RES22-0465	401 SW STONE BLVD	SFD	$4,363.00
RES22-0466	407 SW STONE BLVD	SFD	$4,066.00
RES22-0467	411 SW STONE BLVD	SFD	$4,066.00
RES22-0468	417 SW STONE BLVD	SFD	$4,066.00
RES22-0469	501 SW TOPPING LN	SFD	$4,066.00
RES22-0470	505 SW TOPPING LN	SFD	$4,066.00
RES22-0471	513 SW TOPPING LN	SFD	$4,066.00
RES22-0472	519 SW TOPPING LN	SFD	$4,066.00
RES22-0473	302 SW STONE BLVD	SFD	$3,931.00
RES22-0474	303 SW STONE BLVD	SFD	$3,931.00
RES22-0475	308 SW STONE BLVD	SFD	$3,931.00
RES22-0476	314 SW STONE BLVD	SFD	$3,931.00
RES22-0477	320 SW STONE BLVD	SFD	$3,931.00
RES22-0478	326 SW STONE BLVD	SFD	$3,931.00
RES22-0479	400 SW STONE BLVD	SFD	$3,931.00

Clubhouse Fees

Permit	$3,406.00
AR Act 474	$571.04
Impact Fees:	
Fire	1896.38
Police	$3,266.88
Total:	**$9,140.30**

RES Permit Fees:

Duplex	$934.00
3 BDR	$832.00
2 BDR	$697.00
GARAGE	$601.00

(no impact fees on garages)

Impact Fees Per SFD

Fire	$318.00
Parks	$2,192.00
Library	$178.00
Police	$546.00
	$3,234.00

Impact Fees Duplex (per unit)

Fire	**x2**	$200.00
Parks	**x2**	$1,381.00
Library	**x2**	$112.00
Police	**x2**	$344.00
	Unit 1	$2,037.00
	Unit 2	$2,037.00
Total		**$4,074.00**

Exhibit 3

RES22-0480	307 SW STONE BLVD	SFD	$3,931.00
RES22-0481	313 SW STONE BLVD	SFD	$3,931.00
RES22-0482	315 SW STONE BLVD	SFD	$4,225.00
RES22-0483	321 SW STONE BLVD	SFD	$3,931.00
RES22-0484	325 SW STONE BLVD	SFD	$3,931.00
RES22-0485	331 SW STONE BLVD	SFD	$3,931.00
RES22-0486	333 SW STONE BLVD	SFD	$4,225.00
RES22-0487	339 SW STONE BLVD	SFD	$3,931.00
RES22-0488	341 SW STONE BLVD	SFD	$3,931.00
RES22-0489	403 SW STONE BLVD	SFD	$3,931.00
RES22-0490	405 SW STONE BLVD	SFD	$3,931.00
RES22-0491	413 SW STONE BLVD	SFD	$3,931.00
RES22-0492	415 SW STONE BLVD	SFD	$3,931.00
RES22-0493	306 SW STONE BLVD	DUPLEX	$5,008.00
RES22-0494	300 SW TOPPING LN	DUPLEX	$5,008.00
RES22-0495	312 SW STONE BLVD	DUPLEX	$5,008.00
RES22-0496	316 SW STONE BLVD	DUPLEX	$5,008.00
RES22-0497	510 SW TOPPING LN	DUPLEX	$5,008.00
RES22-0498	512 SW TOPPING LN	DUPLEX	$5,008.00
RES22-0499	302 SW TOPPING LN	DUPLEX	$5,008.00
RES22-0500	306 SW TOPPING LN	SFD	$4,066.00
RES22-0501	303 SW TOPPING LN	SFD	$4,066.00
RES22-0502	308 SW TOPPING LN	SFD	$4,066.00
RES22-0503	314 SW TOPPING LN	SFD	$4,066.00
RES22-0504	316 SW TOPPING LN	SFD	$4,066.00
RES22-0505	322 SW TOPPING LN	SFD	$4,066.00
RES22-0506	324 SW TOPPING LN	SFD	$4,066.00
RES22-0507	330 SW TOPPING LN	SFD	$4,066.00
RES22-0508	332 SW TOPPING LN	SFD	$4,066.00
RES22-0509	338 SW TOPPING LN	SFD	$4,066.00
RES22-0510	311 SW TOPPING LN	SFD	$4,363.00
RES22-0511	315 SW TOPPING LN	SFD	$4,066.00
RES22-0512	323 SW TOPPING LN	SFD	$4,066.00
RES22-0513	329 SW TOPPING LN	SFD	$4,066.00
RES22-0514	337 SW TOPPING LN	SFD	$4,363.00
RES22-0515	343 SW TOPPING LN	SFD	$4,066.00
RES22-0516	340 SW TOPPING LN	SFD	$4,066.00
RES22-0517	346 SW TOPPING LN	SFD	$4,066.00
RES22-0518	348 SW TOPPING LN	SFD	$4,066.00
RES22-0519	402 SW TOPPING LN	SFD	$4,066.00
RES22-0520	404 SW TOPPING LN	SFD	$4,066.00
RES22-0521	410 SW TOPPING LN	SFD	$4,066.00
RES22-0522	351 SW TOPPING LN	SFD	$4,066.00
RES22-0523	403 SW TOPPING LN	SFD	$4,066.00
RES22-0524	413 SW TOPPING LN	SFD	$4,363.00
RES22-0525	417 SW TOPPING LN	SFD	$4,066.00
RES22-0526	228 SW WATLING BLVD	SFD	$4,066.00

Exhibit 3

RES22-0527	108 SW WATLING BLVD	SFD	$4,066.00
RES22-0528	200 SW WATLING BLVD	SFD	$4,066.00
RES22-0529	204 SW WATLING BLVD	SFD	$4,066.00
RES22-0530	214 SW WATLING BLVD	SFD	$4,066.00
RES22-0531	218 SW WATLING BLVD	SFD	$4,066.00
RES22-0532	101 SW WATLING BLVD	SFD	$4,066.00
RES22-0533	103 SW WATLING BLVD	SFD	$4,066.00
RES22-0534	109 SW WATLING BLVD	SFD	$4,363.00
RES22-0535	115 SW WATLING BLVD	SFD	$4,066.00
RES22-0536	201 SW WATLING BLVD	SFD	$4,363.00
RES22-0537	203 SW WATLING BLVD	SFD	$4,066.00
RES22-0538	211 SW WATLING BLVD	SFD	$4,066.00
RES22-0539	217 SW WATLING BLVD	SFD	$4,066.00
RES22-0540	219 SW WATLING BLVD	SFD	$4,363.00
RES22-0552	523 SW TOPPING LN	SFD	$3,931.00
RES22-0553	515 SW TOPPING LN	SFD	$3,931.00
RES22-0554	511 SW TOPPING LN	SFD	$3,931.00
RES22-0555	503 SW TOPPING LN	SFD	$3,931.00
RES22-0556	423 SW TOPPING LN	SFD	$3,931.00
RES22-0557	415 SW TOPPING LN	SFD	$3,931.00
RES22-0558	406 SW TOPPING LN	SFD	$3,931.00
RES22-0559	350 SW TOPPING LN	SFD	$3,931.00
RES22-0560	342 SW TOPPING LN	SFD	$3,931.00
RES22-0561	408 SW TOPPING LN	SFD	$3,931.00
RES22-0562	400 SW TOPPING LN	SFD	$3,931.00
RES22-0563	344 SW TOPPING LN	SFD	$3,931.00
RES22-0564	411 SW TOPPING LN	SFD	$3,931.00
RES22-0565	349 SW TOPPING LN	SFD	$3,931.00
RES22-0566	401 SW TOPPING LN	SFD	$3,931.00
RES22-0567	521 SW TOPPING LN	DUPLEX	$5,302.00
RES22-0568	525 SW TOPPING LN	DUPLEX	$5,008.00
RES22-0569	509 SW TOPPING LN	DUPLEX	$5,008.00
RES22-0570	507 SW TOPPING LN	DUPLEX	$5,008.00
RES22-0571	425 SW TOPPING LN	DUPLEX	$5,008.00
RES22-0572	419 SW TOPPING LN	DUPLEX	$5,008.00
RES22-0573	421 SW TOPPING LN	DUPLEX	$5,008.00
RES22-0574	405 SW TOPPING LN	DUPLEX	$5,008.00
RES22-0575	409 SW TOPPING LN	DUPLEX	$5,008.00
RES22-0576	347 SW TOPPING LN	DUPLEX	$5,008.00
RES22-0577	331 SW TOPPING LN	DUPLEX	$5,302.00
RES22-0578	345 SW TOPPING LN	DUPLEX	$5,302.00
RES22-0579	333 SW TOPPING LN	DUPLEX	$5,008.00
RES22-0580	317 SW TOPPING LN	DUPLEX	$5,008.00
RES22-0581	305 SW TOPPING LN	DUPLEX	$5,008.00
RES22-0582	319 SW TOPPING LN	DUPLEX	$5,008.00
RES22-0583	220 SW WATLING BLVD	DUPLEX	$5,008.00
RES22-0584	224 SW WATLING BLVD	DUPLEX	$5,008.00

Exhibit 3

RES22-0585	223 SW WATLING BLVD	DUPLEX	$5,008.00
RES22-0586	221 SW WATLING BLVD	DUPLEX	$5,008.00
RES22-0587	216 SW WATLING BLVD	DUPLEX	$5,008.00
RES22-0588	206 SW WATLING BLVD	DUPLEX	$5,008.00
RES22-0589	209 SW WATLING BLVD	DUPLEX	$5,008.00
RES22-0590	112 SW WATLING BLVD	DUPLEX	$5,008.00
RES22-0591	111 SW WATLING BLVD	DUPLEX	$5,008.00
RES22-0592	107 SW WATLING BLVD	DUPLEX	$5,008.00
RES22-0593	105 SW WATLING BLVD	DUPLEX	$5,008.00
RES22-0597	334 SW TOPPING LN	SFD	$3,931.00
RES22-0598	326 SW TOPPING LN	SFD	$3,931.00
RES22-0599	318 SW TOPPING LN	SFD	$3,931.00
RES22-0600	336 SW TOPPING LN	SFD	$3,931.00
RES22-0601	320 SW TOPPING LN	SFD	$3,931.00
RES22-0602	328 SW TOPPING LN	SFD	$3,931.00
RES22-0603	335 SW TOPPING LN	SFD	$3,931.00
RES22-0604	341 SW TOPPING LN	SFD	$3,931.00
RES22-0605	327 SW TOPPING LN	SFD	$3,931.00
RES22-0606	310 SW TOPPING LN	SFD	$3,931.00
RES22-0607	304 SW TOPPING LN	SFD	$3,931.00
RES22-0608	312 SW TOPPING LN	SFD	$3,931.00
RES22-0609	307 SW TOPPING LN	SFD	$3,931.00
RES22-0610	321 SW TOPPING LN	SFD	$3,931.00
RES22-0611	313 SW TOPPING LN	SFD	$3,931.00
RES22-0612	301 SW TOPPING LN	SFD	$3,931.00
RES22-0613	222 SW WATLING BLVD	SFD	$3,931.00
RES22-0614	226 SW WATLING BLVD	SFD	$3,931.00
RES22-0615	225 SW WATLING BLVD	SFD	$3,931.00
RES22-0616	210 SW WATLING BLVD	SFD	$3,931.00
RES22-0617	208 SW WATLING BLVD	SFD	$3,931.00
RES22-0618	212 SW WATLING BLVD	SFD	$3,931.00
RES22-0619	215 SW WATLING BLVD	SFD	$3,931.00
RES22-0620	202 SW WATLING BLVD	SFD	$3,931.00
RES22-0621	110 SW WATLING BLVD	SFD	$3,931.00
RES22-0622	205 SW WATLING BLVD	SFD	$3,931.00
RES22-0623	117 SW WATLING BLVD	SFD	$3,931.00
RES22-0624	207 SW WATLING BLVD	SFD	$3,931.00
RES22-0625	119 SW WATLING BLVD	SFD	$3,931.00
			$717,850.30

Exhibit 4

Annette,

When we conduct a plan review, we either review to the International Residential Code (IRC) or the International Building Code (IBC). In the case of the Terra Ridge development, I feel that it falls within the scope of the IRC. Below is the "scope" for both codes for your review. However, if the Tara Ridge Development did fall under the IBC, all the homes would require a sprinkler system because the IBC states that ALL group R shall be sprinkled.

Based on my opinion, the single family dwellings should be reviewed and permitted under the IRC. Also, the Building Code Analysis provided by Marcus Colvert Fairless Architects on page G002 refers to the IRC as well.

As for the plumbing and electrical being installed to a multi-family standard, we would have to defer to the Bentonville Electric department for their specific requirements. The provided plumbing architectural plans show a typical riser diagram but does not refer to any Bentonville Water and Sewer department specific requirements related to the public side.

SECTION R101 (IRC)

SCOPE AND GENERAL REQUIREMENTS

R101.1 Title. These provisions shall be known as the Arkan sas Fire Prevention Code, **Volume III** of Arkansas, and shall be cited as such and will be referred to herein as "this code."

R101.2 Scope. The provisions of this code shall apply to the construction, alteration, movement, enlargement, replace ment, repair, equipment, use and occupancy, location, removal and demolition of detached one- and two-family dwellings and townhouses not more than three stories above grade plane in height with a separate means of egress and their accessory structures not more than three stories above grade plane in height.

Exception: The following shall be permitted to be constructed in accordance with this code where provided with an automatic sprinkler system complying with ~~Section P2904:~~

Chapter 29 is deleted in its entirety. Refer to the Arkansas Plumbing Code as adopted by the State of Arkansas

1. Live/work units located in townhouses and complying with the requirements of Section 508.5 of the International Building Code.

2. Owner-occupied lodging houses with five or fewer guestrooms.

3. A care facility with five or fewer persons receiv ing custodial care within a dwelling unit.

4. A care facility with five or fewer persons receiv ing medical care within a dwelling unit.

5. A care facility for five or fewer persons receiving care that are within a single-family dwelling.

PART 1—SCOPE AND APPLICATION (IBC)

Exhibit 4

SECTION 101 SCOPE AND GENERAL REQUIREMENTS

101.1 Title. The provisions of the following chapters shall constitute, be known, and be cited as the Arkansas Fire Prevention Code, **Volume II**, hereinafter known as “this Code.”

[A] 101.2 Scope. The provisions of this code shall apply to the construction, alteration, relocation, enlargement, replacement, repair, equipment, use and occupancy, loca tion, maintenance, removal and demolition of every building or structure or any appurtenances connected or attached to such buildings or structures.

Exception: Detached one- and two-family dwellings and townhouses not more than three stories above grade plane in height with a separate means of egress, and their accessory structures not more than three stories above grade plane in height, shall comply with this code or the Arkansas Fire Prevention Code, Volume III

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May 3, 2023

Camille Thompson
Staff Attorney
THE CITY OF BENTONVILLE
1000 SW 14th
Bentonville, AR 72712
CThompson@bentonvillear.com

VIA EMAIL & FED EX

Tyler Overstreet
Planning and Community Development Director
THE CITY OF BENTONVILLE
305 SW A Street
Bentonville, AR 72712
toverstreet@bentonvillear.com

VIA EMAIL & FED EX

Re: Tara Ridge – 3809 SW Crocket Street
Notice of Appeal of Official Determination on Impact Fees
Our File No. 12114.020

Dear Ms. Thompson & Mr. Overstreet:

This firm represents Tara Ridge[1], which is responsible for the project known as Tara Ridge – located at 3809 SW Crockett Street ("Tara Ridge"). I am in receipt of Ms. Thompson's April 24, 2023 official determination assessing impact fees against the Tara Ridge project as single family, as opposed to multi-family. Tara Ridge hereby appeals this official determination to the City Council of Bentonville, Arkansas.[2] In support of its position that the determination was in error, Tara Ridge incorporates herein by reference its March 3, 2023 correspondence, which is attached hereto as Exhibit 1.

Please advise of any questions.

[1] Tara Ridge is owned by TH Bentonville, LLC.
[2] Tara Ridge's counsel requested a copy of the appeal form and/or appeal fee, but did not receive a response form the City of Bentonville's counsel.

[redacted]

Timothy L. Rogers

Enclosures

cc: Scott Moehlenbrock, Red River Development
Daniel Ellis, Crafton Tull

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March 3, 2023

VIA EMAIL & CERTIFIED MAIL

Camille Thompson
STAFF ATTORNEY
THE CITY OF BENTONVILLE
1000 SW 14th
Bentonville, AR 72712
CThompson@bentonvillear.com

Re: Tara Ridge – 3809 SW Crocket Street
Objection and Request for Official Determination on Impact Fees
Our File No. 12114.020

Dear Ms. Thompson:

This firm represents Tara Ridge, which is responsible for the project known as Tara Ridge – located at 3809 SW Crockett Street ("Tara Ridge"). We are in receipt of your December 16, 2022, correspondence requesting a written statement from Tara Ridge on its position that impact fees should be assessed as multi-family as opposed to single family.

Tara Ridge is a multi-family development utilizing units in a horizontal development format, as opposed to vertical, traditional apartment complexes. As I understand it, this type of development is exactly the development sought by the City of Bentonville – multi-family market rate units. The City of Bentonville formed a Housing Affordability Workgroup, which recently presented its report to the City Council confirming the need for this type of development. [Exhibit 1– Arkansas Democrat Gazette].

The Tara Ridge development includes the following units: 35 duplex structures, with 70 single bed units; 66 two bed units that are each 971 square feet; and 65 three bed units that are each 1,218 square feet. The units are for rent with the maximum lease term of eighteen (18) months. Accordingly, the density, use and customers of Tara Ridge are identical to those of a traditional multi-family apartment building.

The City of Bentonville required and re-zoned the Tara Ridge development to R-3, Medium-High Density Multifamily Residential on June 8, 2021, and February 8, 2022, respectively. [Exhibit 2 – Ordinance Numbers 2021 – 123 and 2022-31]. Accordingly, the Tara Ridge development was built in an area where adequate city facilities existed prior to development or would be provided in conjunction with the development. Further, the City of Bentonville has required Tara Ridge to utilize electrical and plumbing standards for multi-family, as well as require

EXHIBIT 1

the project to meet the large scale development design standards for commercial and multifamily developments. [Exhibit 3 – Large Scale Development Design Standards] This required Tara Ridge to seek a variance to those requirements for certain façade materials. [Exhibit 4 – May 3, 2022 City Agenda]. Last, Tara Ridge was forced to comply with the multifamily electrical requirement to gang the electrical meters of the units, which burdened the project significantly with increased costs.

To summarize, Tara Ridge has been presented to the City Council and Planning Commission and confirmed as a multi-family development. Tara Ridge is strictly a rental community utilizing the same density and customers as a traditional apartment complex. The maximum lease term is eighteen (18) months. Tara Ridge is subject to the multi-family code for its building and architectural design. Tara Ridge has shared common spaces for tenants, a clubhouse, pool, communal mail area, exercise room, playground, among other multi-family amenities. The streets and sanitary sewer are private and are the responsibility of Tara Ridge – not the City of Bentonville.

Despite these facts, on December 7, 2022, Ms. Brightwell stated "[w]e checked with our consultant and the determination was the impact is similar to that of a single-family dwelling." To clarify, Ms. Brightwell is referring to the two and three bed units in Tara Ridge. Tellingly, the City of Bentonville is assessing impact fees for the single bed units in Tara Ridge as multi-family. The City of Bentonville's initial decision to assess impact fees against Tara Ridge as multi-family is arbitrary and capricious. Tara Ridge's tenants, use and density are identical to those of a traditional apartment complex. However, Tara Ridge is arbitrarily being assessed impact fees because the design of its multi-family development is horizontal and not vertical. There is no rationale basis to hold that Tara Ridge's impact is more similar to that of a single-family home, than a multi-family development.

Tara Ridge is the type of housing sought by the City of Bentonville – multi-family. Yet, the City of Bentonville chooses to burden the developer with over $185,000 in arbitrary and excess impact fees. Tara Ridge respectfully requests the City of Bentonville re-evaluate the initial decision and assess impact fees based on the facts – as a multi-family development.

Should the City of Bentonville continue to assess impact fees against Tara Ridge as single family, Tara Ridge will evaluate whether the City of Bentonville may lawfully regulate design elements of Tara Ridge classified as single family pursuant to A.C.A. § 14-56-204.

Tara Ridge hereby requests an official determination from the City of Bentonville on the assessment of impact fees.

Sincerely

[redacted]

Timothy L. Rogers

Enclosures
cc: Scott Moehlenbrock, Red River Development
Daniel Ellis, Crafton Tull

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GUEST COLUMN: With eye on housing affordability, Bentonville takes extraordinary step toward solutions

Bentonville explores steps toward housing affordability *by Duke McLarty Special to the NWA Democrat-Gazette | February 15, 2023 at 1:00 a.m.*

0

Follow

Last month, the Bentonville City Council voted to accept a set of recommendations aimed at increasing the viability and availability of attainable and affordable housing within the city limits. The report is the culmination of more than a year's work of the appointed Affordable Housing Working Group. The recommendations outline the growing issue in Bentonville and provide poignant and innovative solutions, positioning the city to incentivize and catalyze development of more attainable housing.

In a comprehensive report, data tells the story of the role housing costs play in pushing the working class out of the city. Less than 30% of Bentonville's population makes less than $50,000 a year, down from nearly 48% in 2010. More than 34,000 people a day commute to Bentonville but live elsewhere. It can also take as long three years to get a new development approved and constructed in Bentonville. It is clear Bentonville needs to incentivize development, produce more housing supply and reduce the internal timelines to bring new housing online.

How do they plan to do that?

The Affordable Housing Working Group offers solutions that include the up-zoning of areas in the city where condensed development makes sense; availing land to residential development where it is currently not allowed; incentivizing development through the reduction of approval timelines and city-imposed fees; and encouraging use of existing infrastructure. Additionally, the working group introduced a guide for the city to accelerate the implementation of many of the recommendations.

Bentonville is setting an impressive example of how others in the region can ease the impacts of rising housing costs across the region. As executive director of the Northwest Arkansas Council's workforce housing center, I'm in favor of creating housing optionality for the region's workforce, ensuring the workforce can live in the communities they serve. Today, housing prices have pushed much of our

workforce out of their communities, committing them to significant commutes and time away from their homes and families and creating unnecessary congestion.

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The lack of attainable housing affects everyone and undermines the region's exceptional quality of life.

Whether it's a longer wait for service at a restaurant, limited appointment availability at the doctor's office, or larger classroom sizes at schools and childcare centers, none of us can hide from the impacts of a lack of attainable housing.

In 2023, the workforce housing center will complement the work and suggestions of the Bentonville Affordable Housing Working Group by better telling the story of regional housing challenges. The center will educate and engage residents and make them part of the solution. Most importantly, the center will listen and amplify stories of those impacted by the lack of housing affordability.

Northwest Arkansas is at an inflection point. The region is projected to almost double in population by 2045 to nearly a million people. Bentonville is also projected to double to nearly 114,000 by 2045, up from 57,000 today.

We're welcoming families every day who have come with the same dream we have -- to be surrounded by caring people in a beautiful place. While that growth brings many opportunities for us all, we have to come together and thoughtfully plan for it. We must make sure our homes and roads and green spaces are designed with the future we want in mind.

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EXHIBIT 1

Now is the time to plan for growth. Now is the time to incentivize the development patterns that will build the 2045 version of Bentonville and Northwest Arkansas. Now is the time to adopt smart growth policies that will ensure the region's quality of life remains, that our communities remain vibrant, that our downtowns keep their charm and that our workforce and children can afford to continue to call Northwest Arkansas home.

I commend the leadership of Mayor Stephanie Orman, members of Bentonville City Council, Bentonville city staff and the Affordable Housing Working Group for their dedication and incredible work. Their willingness to examine the city's housing affordability challenges and explore new solutions is like no other work being done across Arkansas and the Heartland. This is the leadership and attention the region needs. Because of their commitment, Bentonville is positioned to be the model for other cities in Northwest Arkansas, and I look forward to continued partnership and collaboration.

========

Print Headline: Paving the way

Topics

Bentonville, Arkansas, Northwest Arkansas Council, Stephanie Orman

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Arkansas set to get $44 million in federal housing funds

Rogers Planning Commission backs 12-unit rental development north of downtown

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EXHIBIT 1

ORDINANCE NO. 2021-123

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF A-1, AGRICULTURAL TO R-3, MEDIUM DENSITY RESIDENTIAL (PROJECT NUMBER: RZ21-0029).

WHEREAS, Tara Ridge 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 Density Residential to be used in accordance with city zoning laws and state laws, which property is described as follows:

DESCRIPTION (DEED L201959130)PART OF THE SE OF FRACTIONAL SECTION 7, TOWNSHIP 19 NORTH, RANGE 30 WEST IN BENTON COUNTY, ARKANSAS, MORE PRECISELY DESCRIBED AS FOLLOWS:STARTING AT THE SE COMER OF THE NE OF THE SE OF FRACTIONAL SECTION 7;THENCE N 00°57'05" E 612.20 FEET TO THE TRUE POINT OF BEGINNING;THENCE N 88°35'57" W 1428.84 FEET; THENCE S 00°54'35" W 611.07 FEET;THENCE N 88°30'33" W 381.88 FEET;THENCE N 00°54'35" E 220.00 FEET;THENCE N 88°30'33" W 435.62 FEET;THENCE S 00°54'35" W 220.00 FEET;THENCE N 88°30'33" W 400.52 FEET;THENCE N 01°07'00" E 659.49 FEET;THENCE S 88°35'42" E 2644.50 FEET;THENCE S 00°57'05" W 50.15 FEET TO THE TRUE POINT OF BEGINNING AND BEING SUBJECT TO THE RIGHT OF WAY OF BENTON COUNTY ROAD #51 (RAINBOW NORTH) ALONG THE EAST, AN EXISTING ACCESS EASEMENT AS SHOWN PLAT OF AS SHOWN IN PLAT RECORD 35 PAGE 30 AND ANY OTHER EASEMENTS OF RECORD.LESS AND EXCEPT:PART OF TRACT #1 OF THE TRACT SPLIT FOR BRENDA SALLEY, BENTONVILLE, BENTON COUNTY, ARKANSAS AS RECORDED IN PLAT BOOK 35, PAGE 30 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:COMMENCING AT THE SOUTHEAST COMER OF SAID TRACT #1;THENCE NORTH 87°15'47" WEST A DISTANCE OF 381.71 FEET TO A FOUND 5/8" REBAR;THENCE NORTH 02°06'47" EAST A DISTANCE OF 200.11 FEET TO A FOUND 5/8" REBAR;THENCE SOUTH 87°13'04" EAST A DISTANCE OF 230.98 FEET TO A FOUND 5/8" REBAR;THENCE NORTH 02°07'36" EAST A DISTANCE OF 461.22 FEET TO A SET 5/8" REBAR WITH CAP (LS# 1789) ON THE NORTH LINE OF SAID TRACT #1;THENCE ALONG SAID NORTH LINE SOUTH 87°21 '18" EAST FOR A DISTANCE OF 220.00 FEET TO A SET 5/8" REBAR WITH CAP (LS#1789) AND THE POINT OF BEGINNING;THENCE CONTINUING ALONG SAID NORTH LINE, SOUTH 87°21'18" EAST FOR A DISTANCE OF 1360.00 FEET TO A SET 5/8" REBAR WITH CAP (LS# 1789);THENCE SOUTH 02°05'24" WEST A DISTANCE OF 15.00 FEET TO A SET 5/8" REBAR WITH CAP (LS# 1789);THENCE NORTH 87°21'18" WEST A DISTANCE OF 1360.15 FEET TO A SET 5/8" REBAR WITH CAP (LS# 1789);THENCE NORTH 02°38'42" EAST A DISTANCE OF 15.00 FEET TO THE

POINT OF BEGINNING AND CONTAIN 20,400 SQUARE FEET OR 0.47 ACRES, MORE OR LESS.DESCRIPTION (DEED L201959131)TRACT 4 AS SHOWN IN BENTON COUNTY, ARKANSAS, PLAT RECORD 35 AT PAGE 30, MORE PARTICULARLY DESCRIBED AS FOLLOWS:LOCATED IN A PART OF THE NW 1/4 OF THE SE 1/4 OF FRACTIONAL SECTION 7, TOWNSHIP 19 NORTH, RANGE 30 WEST IN BENTON COUNTY, ARKANSAS, MORE PRECISELY DESCRIBED AS FOLLOWS:STARTING AT THE SE CORNER OF THE NE 1/4 OF THE SE 1/4 OF FRACTIONAL SECTION 7;THENCE NORTH 88"33'13" WEST L428.40 FEET;THENCE NORTH 88"30'33" WEST 381.88 FEET TO THE TRUE POINT OF BEGINNING:THENCE NORTH 88'30'33" WEST 435.62 FEET;THENCE NORTH 00"54'35" EAST 220.00 FEET;THENCE SOUTH 88'30'33" EAST 435.62 FEET;THENCE SOUTH 00'54'35" WEST 220.00 FEET TO THE TRUE POINT OF BEGINNING.SUBJECT TO A PROPOSED 20 FOOT WIDE UTILITY EASEMENT ALONG THE SOUTH SIDE.; and,

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held June 1, 2021 in the Council Chambers of the City of Bentonville; and,

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

WHEREAS, the Planning Commission voted to recommend to the City Council that the petition be approved and that said property be rezoned from its present classification of A-1, Agricultural to R-3, Medium Density Residential.

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

Section 1: That the above described real property is hereby changed from its present zoning classification of A-1, Agricultural to R-3, Medium Density Residential to be used in accordance with the city zoning laws and state laws.

PASSED AND APPROVED this 8 **day of** JUNE **, 2021.**

[redacted]

Stephanie Orman, Mayor

[redacted]

Kirby Romines, City Clerk

EXHIBIT 2

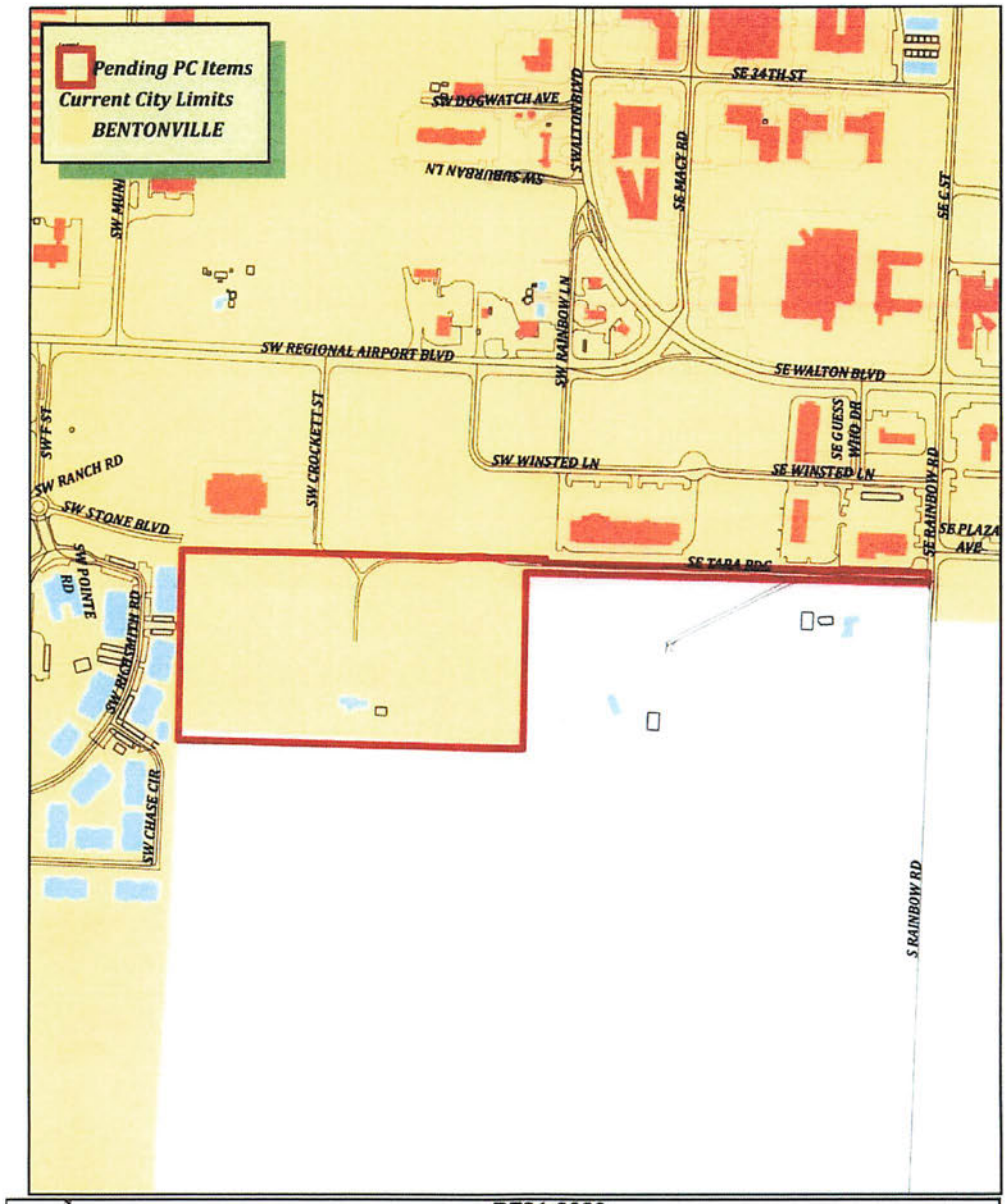

Pending PC Items
Current City Limits
BENTONVILLE
SW DOGWATCH AVE
SW SUBURBAN LN
SW HUNT ST
SW REGIONAL AIRPORT BLVD
SW RAINBOW LN
SW WALTON BLVD
SE MAGE RD
SE 34TH ST
SE G ST
SE WALTON BLVD
SE GUESS WHO DR
SE RAINBOW RD
SE PLAZA AVE
SW WINSTED LN
SE WINSTED LN
SW CROCKETT ST
SW FF ST
SW RANCH RD
SW STONE BLVD
SW POINTE RD
SW BIGHORN RD
SW CHASE CIR
SE TARA RDG
S RAINBOW RD
N
W
E
S
1 inch = 419 feet
RZ21-0029
Tara Ridge
A-1 to R-3

EXHIBIT 2

ORDINANCE NO. 2022-81

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 (PROJECT NUMBER: RZ21-0089).

WHEREAS, Hatfield & Cook, 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 THE NE1/4 OF THE SE1/4 AND PART OF THE NW1/4 OF THE SE1/4 0F SECTION 7, TOWNSHIP 19 NORTH, RANGE 30 WEST, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SE CORNER OF SAID NE1/4 OF THE SE1/4,THENCE N2°10'19"E 612.20 FEET,THENCE N87°20'20"W 532.82 FEET TO THE POINT OF BEGINNING,THENCE S63°47'16"W 576.65 FEET,THENCE S80°20'13"W 288.41 FEET,THENCE S0°39'38"W 271.33 FEET,THENCE' N87°36'36"W 112.63 FEET,THENCE N2°09'10"E 611.05 FEET,THENCE S87°22'45" E895.41 FEET TO THE POINT OF BEGINNING, AND HAVING ACCESS, TO BENTON COUNTY ROAD #51 BY A 50 FOOT EASEMENT SHOWN ON PLAT RECORD 35 PAGE 30 IN THE BENTON COUNTY CIRCUIT CLERK'S OFFICE; and,

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held February 1, 2022 in the Council Chambers of the City of Bentonville; and,

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

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

PASSED AND APPROVED this 8 **day of** February, **2022.**

[redacted]

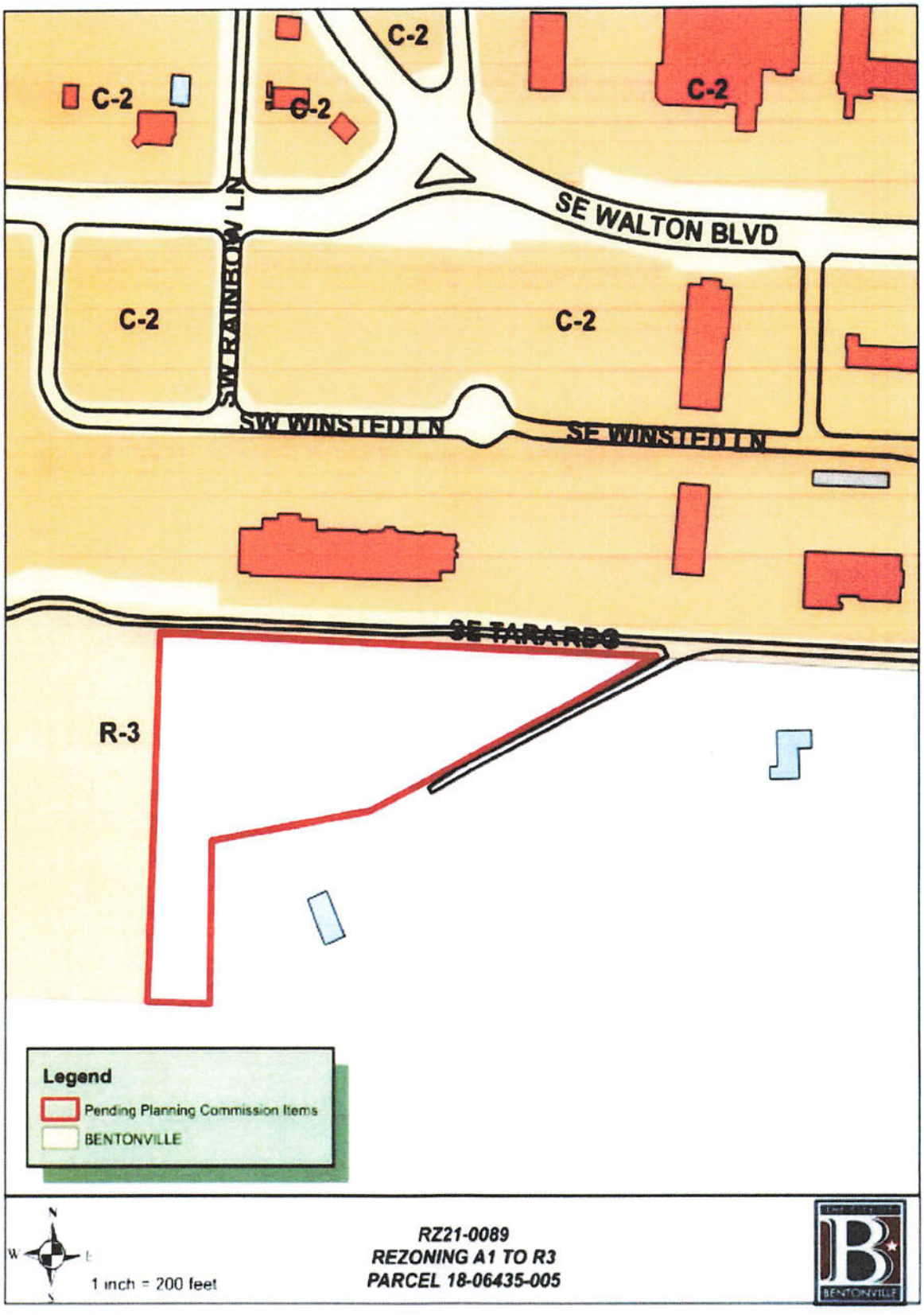
Stephanie Orman, Mayor

[redacted]

City Clerk

CITY OF BENTONVILLE CORPORATE SEAL ARKANSAS

EXHIBIT 2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SW RAINBOW LN
SW WINSTED LN
SE WINSTED LN
SE TARA RDG
R-3
Legend
Pending Planning Commission Items
BENTONVILLE
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1 inch = 200 feet
RZ21-0089
REZONING A1 TO R3
PARCEL 18-06435-005

EXHIBIT 2

Sec 1100.21 Large-Scale Development Design Standards

(a) *Purpose and intent.* The design standards in this section are intended to implement the city's vision for commercial and multifamily development as set forth in the city's Community Plan. The intent of these standards is to improve the overall quality of development with surrounding land uses and enhance pedestrian safety and walkability.

(b) *Applicability.* The provisions of this section shall apply to all developments requiring large scale development approval. Agriculture and industrial zoned properties shall only be required to meet the standards for the side(s) facing a street frontage or clearly visible from a public right-of-way. The standards in this section and in Sec. 1100.23 Downtown (D) districts design standards shall apply in the DC, Downtown Core and DE, Downtown Edge zoning districts.

(c) *Exemptions.*

(1) *Downtown Neighborhood (DN) districts.* Development that is subject to the design standards for the Downtown Neighborhood (DN-1, DN-2, DN-3, and DN-4) zoning districts, which have specific site and architectural design standards established in Section 1100.22, Downtown Neighborhood (DN) districts design standards, shall be exempt from this section.

(2) *Downtown (DC and DE) districts.* Development that is subject to the design standards for the Downtown Core and Downtown Edge zoning districts, which have specific site and architectural design standards established in Section 1100.23 Downtown (D) districts design standards, shall be exempt from the site amenities requirement in subsection (r).

(3) *Municipal airport.* Development subject to the design standards for the Bentonville Municipal Airport, which have specific site and architectural design standards established in Section 1100.24, Municipal Airport design standards, shall be exempt from this section.

(4) *Existing structures.* When a large-scale development is only an addition to an existing structure, the design standards shall only apply to the addition itself.

(d) *Review process.* These standards shall be applied in the normal review process for large-scale developments and shall be approved by the planning commission.

(1) Waiver request. Requests for waivers to these requirements must be accompanied by the following items.

a. *Narrative.* A written narrative explaining why the waiver is necessary to enhance the architectural design of the structure.

b. *3-D Rendering.* A 3-D full-color architectural rendering of the final product to include an outline of adjacent structures.

c. Existing examples. Photos of existing buildings or structures that have incorporated the related design element. Examples are not required to be located in Bentonville.

(e) *Building material.* A minimum of two primary building materials is required constituting at least 75 percent of the wall area. No single primary material shall constitute less than 25% of wall area. The standard shall apply to all sides of any building. Materials shall comply with the standards established below.

EXHIBIT 3

LARGE SCALE DEVELOPMENT BUILDING MATERIALS		
	Primary Materials	Trim Materials
Allowed	Brick Textured concrete block Natural stone Glass veneer Pre-finished architectural metal panels (min. 24 gauge)	Tile Stone Glass block Copper flashing Metal Wood EIFS Pre-finished concrete masonry board
Prohibited	Wood Masonite Asphaltic wall or roof material Aluminum siding Steel siding Non-textured concrete block Stucco Vinyl Fiberglass Ribbed metal panel	

(f) *Building color.* The building's exterior color scheme shall utilize primarily muted, neutral, or earth tone type colors. The primary use of bright, intense, or extreme colors not consistent with the adjoining developments shall not be permitted. This regulation is not intended to prohibit the use of these colors for specifically approved architectural detailing. . All vents, gutters, downspouts, flashing, electrical conduits, etc. shall be painted to match or compliment the color of the adjacent surface, unless being used expressly as a trim or accent element. Building color shall be consistent with the standards established below.

LARGE SCALE DEVELOPMENT BUILDING COLOR STANDARDS		
	Primary Colors	Trim Colors
Allowed	Muted Neutral Earth tone	Muted Neutral Earth tone Bright Light Primary
Prohibited	Bright Primary	

(g) *Building compatibility.* All commercial structures shall be designed in a manner compatible with other structures in the surrounding vicinity. The exterior building design, including roof style, color, materials, architectural form and detailing, shall be consistent among all buildings in a common commercial development and on all elevations of each building to achieve design harmony and continuity within itself.

EXHIBIT 3

(h) *Scale and bulk.* The height and scale of new buildings shall be consistent or compatible with the height and scale of adjacent buildings. Special care, however, shall be taken to achieve the compatibility of larger buildings next to small scale buildings; techniques shall include limited size, building articulation, and shadow patterns. The scale of the building shall also consider building setback, lot size and relationship to street width.

(i) *Wall articulation.* Buildings shall avoid long uninterrupted façade planes and/or blank walls and shall meet the following requirements.

LARGE SCALE DEVELOPMENT WALL ARTICULATION	
Vertical	50' max. between articulation
Horizontal	Articulation required between first and second floor
Techniques	• Relief change (projection or recess at least 2' deep) • Breaks in the surface wall • Windows and door openings • Balconies, awnings and canopies • Series of display windows • Recessed entries • Decorative materials / tile • Material change • Texture change • Other techniques that meet the intent of these regulations and approved by Planning Commission.

(j) *Façades.* All commercial structures shall be architecturally finished on all sides with same materials, detailing, and features when visible from the public realm or adjacent residential areas. The degree of visibility from the public realm shall be evaluated using the following criteria:

(1) The degree of visibility from all adjacent public ways;

(2) Possible visibility from future buildings and public ways; and

(3) Internal overall appearance in relation to the site.

(k) *Roofs.* Roof lines and/or parapets shall be varied with a change in height every 100 linear feet in the building length. Parapets, gable roofs, high roofs, or dormers shall be used to conceal flat roofs and rooftop equipment from public view. Alternative lengths and designs may be acceptable and may be approved by planning commission if the required design would create water drainage or structural issues; or is necessary to enhance the architectural design of the building.

(l) *Entrances.* Each primary building on a site, regardless of size, shall have clearly defined, highly visible customer entrances featuring no less than two (2) of the following:

(1) Canopies or porticos;

(2) Overhangs;

(3) Recesses/projections;

(4) Arcades;

(5) Raised corniced parapets over the door;

(6) Peaked roof forms;

EXHIBIT 3

(7) Arches;

(8) Architectural detail such as tile work and moldings integrated into the building structure and design;

(9) Integral planters or wing walls that incorporate landscaped areas and/or places for sitting;

(10) Change in material; or,

(11) Other architectural features approved by planning commission.

(m) *Architectural details.* All buildings shall be designed to incorporate no less than three (3) of the architectural elements from the list below, in addition to regulations regarding the design of entrances above. Buildings over fifty thousand (50,000) square feet shall include a minimum of five (5) of the referenced architectural elements. Buildings over one hundred thousand (100,000) square feet shall include a minimum of six (6) of the referenced architectural elements.

(1) Canopies, awnings, or porticos;

(2) Recesses/projections;

(3) Arcades;

(4) Peaked roof forms;

(5) Arches;

(6) Display windows;

(7) Accent materials (minimum of 15% of exterior façade);

(8) Architectural details (such as tile work and moldings) integrated into the building façade;

(9) Articulated cornice line;

(10) Articulated ground floor levels or base;

(11) Varied roof heights; or,

(12) Other architectural features approved by planning commission.

(n) *Utility and mechanical equipment screening.*

(1) Screening of service yards, utility meters and hardware, mechanical equipment, and/or other potentially unattractive places from public view, shall be accomplished by the use of walls constructed with the same materials as the primary building, fencing, planting, or a combination of the measures that follow. Screening shall be equally effective in the winter and the summer seasons. For rooftop equipment, parapet walls or other screening methods approved by planning commission are required along street frontages and bordering residential areas.

a. Adjusting the architectural or landscape profile to screen those elements from view.

b. Placing those elements on service courts or other locations usable by the general public.

c. Integrating those elements into the architecture or landscaping of the site.

d. Use materials similar to that of the primary structure.

(2) The degree of visibility and screening of service yards, utility meters and hardware, mechanical equipment, refuse areas, and/or other potentially unattractive places shall be

EXHIBIT 9

evaluated using the following criteria:

a. The degree of visibility from all adjacent public ways;

b. The architectural compatibility of the design and color of the yards, meters and equipment of the building;

c. Possible visibility from future buildings and public ways; and

d. Internal overall appearance in relation to the site.

(o) *Building placement.* Place as much of the building width at the front of the lot as possible to maximize front façade exposure to the public. The front façade shall be kept parallel with the street. On corner lots, place as much building mass near the intersection as possible to help anchor the lot and take advantage of high visibility.

(p) *Parking placement.* No more than 60% of the off-street parking area for the entire property shall be located between the front façade within the front yard of the principal building and the primary abutting street unless the principal building and/or parking lots are screened from view by out-lot development and additional tree plantings or berms. Whenever possible, attempt to link with adjacent parking lots or provide shared parking areas which can serve neighboring buildings simultaneously. Parking lots shall be designed in regular, rectangular shapes.

(q) *Pedestrian circulation.* Clearly defined pedestrian walkways or paths shall be provided from public sidewalks to primary building entrances. Design walkways and parking lots so that pedestrians do not have to cross parking aisles and landscape islands to reach building entries. All internal walkways shall be distinguished from driving surfaces through the use of durable, low maintenance surface materials such as pavers, bricks, or scored concrete to enhance pedestrian safety and comfort, as well as the attractiveness of the walkways. Painted crosswalks shall not be considered sufficient definition of the pedestrian path from the driving surface.

(r) *Site amenities.* Each commercial development shall contribute to the establishment or enhancement of the community and public spaces by providing at least two (2) of the amenities listed below. Any such areas shall have direct access to the public sidewalk network and such features shall not be constructed of materials that are inferior to the principal materials of the building and landscape.

(1) Patio, seating area;

(2) Pedestrian plaza with benches;

(3) Mini park, square or green;

(4) Transit stop;

(5) Public art;

(6) Window shopping walkway;

(7) Outdoor play area;

(8) Kiosk area;

(9) Water feature;

(10) Clock tower or steeple;

(11) Bike racks that hold at least 2 bikes; or

(12) Any other deliberately shaped area and/or focal feature that, in the planning commission's judgment adequately enhances such development and serves as a gathering place.

EXHIBIT 3

(Ord. No. 2008-44, § 1, 5-27-2008; Ord. No. 2011-72, 8-9-2011; Ord. No. 2010-71, § 6, 11-23-2010; Ord. No. 2011-72, §§ 1, 2, 4, 5, 8-9-2011; Ord. No. 2012-58, § 7, 7-24-2012; Ord. No. 2016-30, § 1, 2-9-2016; Ord. No. 2019-57, § 6, 4-9-2019)

HISTORY
Amended by Ord. 2020-149 on 8/26/2020

EXHIBIT 3

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 Agenda
May 3, 2022

Registration Link: https://us06web.zoom.us/webinar/register/WN_BRcZFwyCQ_aY0MOxWZm4dg

I. **Call to Order**
II. **Approval of the April 19th Meeting Minutes**
III. **Consent Agenda**

1. **Lots 12 and 13 of Demings 2nd Addition** — **Property Line Adjustment**
   504 NE A Street *(PLA22-0008)*

2. **Lot 10, Block 5 of Railroad Addition** — **Lot Split**
   206 SE 3rd Street *(LS22-0015)*

3. **Lots 1 and 2 of Price Coffee Addition Phase 2** — **Lot Split**
   3301 Price Coffee Road *(LS22-0017)*

IV. **New Business**

1. **Flood Mitigation using Base Level Engineering (BLE) Data** — **Ordinance***

2. **Low Impact Development Parking Lots** — **Ordinance***

3. **Ryron, LLC** — **Rezoning***
   R-3, Medium-High Density Multifamily Residential to DN-4, Downtown Mixed-Use Residential
   403 SE F Street *(RZ22-0023)*

4. **Bentonville Festival** — **Conditional Use Permit***
   Temporary Use, 3100 Price Coffee Road *(CU22-0010)*

5. **Bentonville Police Training Facility** — **Conditional Use***
   Long Term Temporary Use / Structure and Public Safety Services Use
   8698 SW Artillery Road *(CU22-0011)*

6. **Hope Hills Subdivision** — **Preliminary Plat**
   Ginn Road (PP21-0022)

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

EXHIBIT 4

7. **The Village at Tara Ridge Subdivision** — **Materials Waiver**
   SW Crockett Street & SW Stone Boulevard *(LSD21-0073)*

8. **Cormex Subdivision** — **Sidewalk Waiver**
   Walker Street and East Central Avenue *(WAV22-0003)*

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

EXHIBIT 4

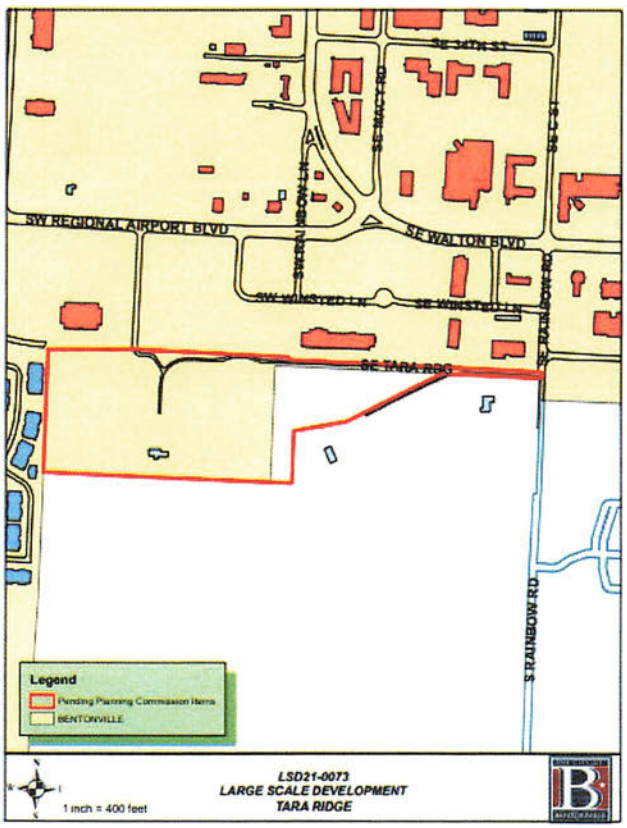
The Village @ Tara Ridge
(Materials Waiver)

SW Crockett Street & SW Stone Boulevard
PC Date: 5/3/2022
Reviewer: Jon Stanley, Senior Planner, ASLA, APA

Project Number	LSD21-0073
Applicant / Current Owner	Salley, Charles R & Brenda K & Hatfield & Cook, LLC
Site Area	+/- 18.01 acres
Current Zoning	R-3, Medium-High Density Multifamily Residential
Future Land Use Map Designation	Medium-Density Residential (MDR)
Development Type / Use	Single-Family Residential Condos

https://arcg.is/08HvK8

Location Map



Property Description

The subject property can be accessed from either SW Crockett Street, SW Stone Boulevard, or a shared access drive to the north. It is zoned R-3, Medium-High Density Multifamily Residential. Adjacent zoning districts are R-4, High-Density Multifamily Residential to the west, C-2, General Commercial to the north, Benton County to the east, and City of Rogers to the South.

Project Details

On February 1, 2022, the Planning Commission approved the Large-Scale Development proposing the development of 70 duplex units, 66 three-bedroom single-family units, and 65 two-bedroom single-family units, totaling 201 units. All units are proposed to be single-story structures. Sidewalks, grading/drainage, landscaping, and site amenities are per the requirements of the Land Development Code. Access to the project is proposed by a connection to SW Crockett Street, SE Rainbow Road, and north to SW Winsted Lane. There is no access being proposed to SE Rainbow Road with this development. The primary materials on the exterior of the building include cementitious 6" Lap Siding, Brick, and glass.

Projected Traffic Impact

This development has the potential to impact traffic in the area. However, the site's compliance with the parking standards and the three points of ingress/egress and future improvements to the intersections of SW Regional Airport Boulevard and S Walton Boulevard should help to alleviate these concerns.

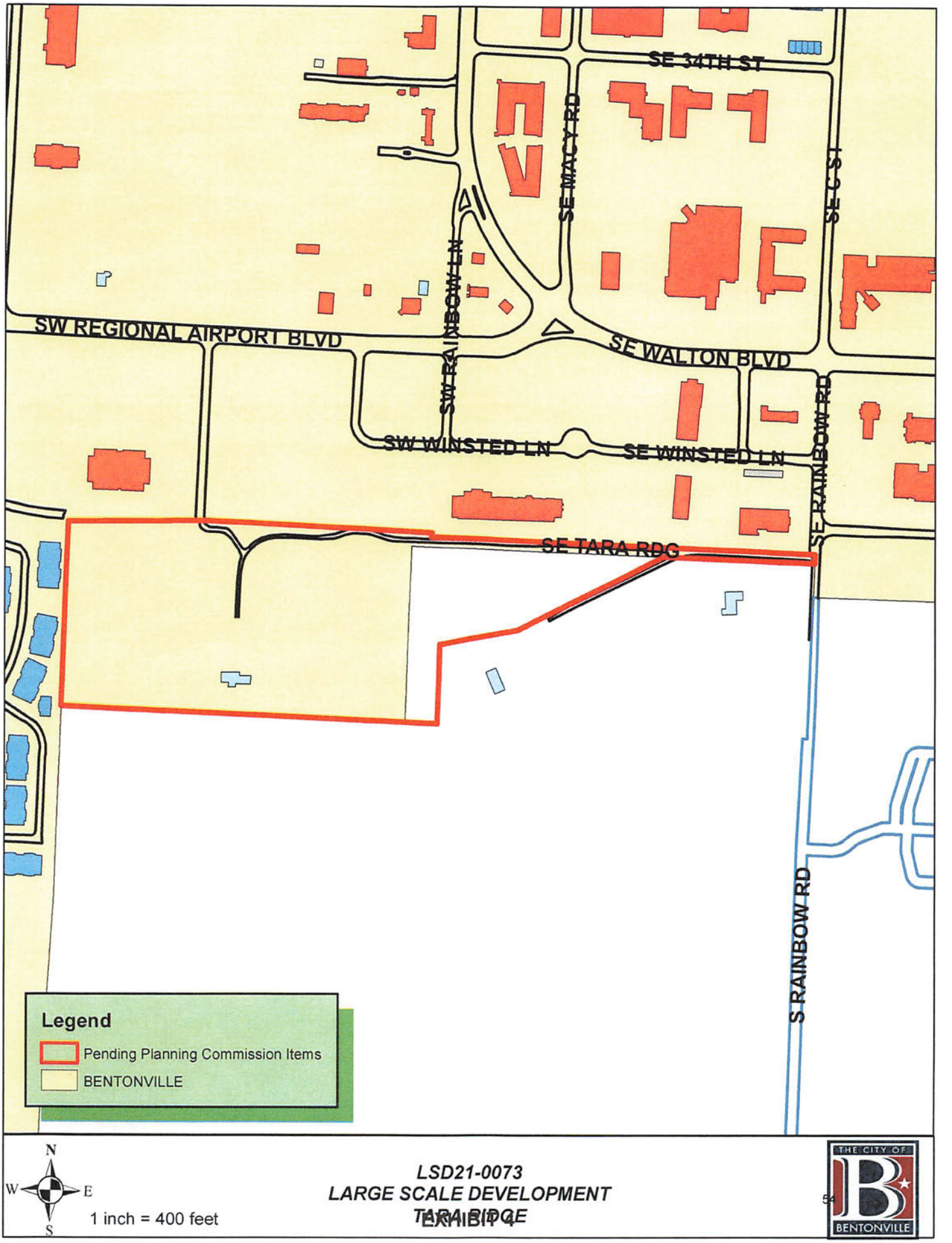
Waivers

One waiver requested:

- A waiver from Article 1100, Section 1100.2.e Large Scale Development Design Standards, Materials, requiring a minimum of two primary materials constituting at least 75% of the wall area. No single-primary material shall constitute less than 25% of the wall area. The standard shall apply to all sides of any building.

One waiver previously approved:

- A waiver from Article 501, Section 501.07 requiring off-street parking to be paved with a sealed surface pavement was previously approved by the Planning Commission on February 1, 2022.


SE 34TH ST
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SE C ST
SW REGIONAL AIRPORT BLVD
SW RAINBOW DR
SE WALTON BLVD
SW WINSTED LN
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SE TARA RDG
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Pending Planning Commission Items
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1 inch = 400 feet
LSD21-0073
LARGE SCALE DEVELOPMENT
TARA RIDGE
EXHIBIT 4
54
THE CITY OF
BENTONVILLE

VARIANCE REQUEST NARRATIVE

To: Planning & Zoning Commission – The City of Bentonville
Subject: Village at Tara Ridge – Cottage Condominium Community

Members of the Bentonville Planning Commission,

It is our intention to clarify our housing type pertaining to the Development Standards document adopted by the City of Bentonville. Moreover, we intend to further illustrate in our graphic exhibit that, not only are the proposed exterior materials appropriate to bungalow-style architecture in general, they are stylistically applicable to local architecture existing in Bentonville, Arkansas and around the state of Arkansas as a whole.

The material requirements listed in ART 1100 DEVELOPMENT STANDARDS, Section 1100.21 Large Scale Development Design Standards, for "LARGE SCALE DEVELOPMENTS BUILDING MATERIALS", pgs. 27 & 28 in the document, state the material requirements listed are intended for "commercial and multi-family housing". This product is a multifamily styled development packaged in a single family architectural style. We request that the individual units be approved with the material applications appropriate to their architectural language and scale.

You will see from the photos provided in the attached exhibit on the following page, the examples show a commonality in their use of horizontal and vertical siding. The various types of masonry utilized serve to ground the bungalows and imbue a feeling of weight to their respective bases while the areas of siding feel lighter and offer pleasing rhythmic patterns that are only interrupted by large, proportional windows. Finally, you will see that most, if not all of the gables, utilize a contrasting siding orientation to accentuate the relative shape of the gable, detailing roof vents and capping the top of the bungalows in a pleasing, whimsical manner with various types of brackets or fenestration. A deep, covered porch supported by square columns completes the front elevation and at the interior, the front door opens to the main living space. Red River Development and Studio 45 Architects seek to work within this style that hearkens back to the strongest aspects of the American and (furthermore) the Arkansas Bungalow in the Tara Ridge development.

Please notice in the elevation drawings portion of the exhibit on the following pages that one, two and three bedroom units have been designed with a three and one-half foot brick wainscot that wraps the entire perimeter (grounding & weight), culminating in a continuous 4-inch brick rowlock coping. Also, rowlock sills are placed at every window that occurs within the brick wainscot field. As is historically typical, atop the brick wainscot you will see a field of siding, In this case, vertical board and batten cementitious siding which is terminated at every inside and outside corner with cementitious 1x trim. The vertical siding is captured above by 1x horizontal trim and finally, the gable (cap) is infilled with horizontal lap siding, giving a contrasting texture, while pulling the eye towards the bracket (fenestration) at the top of the gable.

See current architectural drawings prior to the Variance, per ART 1100 DEVELOPMENT STANDARDS at the end of this exhibit. It is our view that the proposed elevations in the Variance request provide for a superior elevation in all instances.

Sincerely,

Red River Development & Studio 45 Architects

RED RIVER DEVELOPMENT

STUDIO 45 ARCHITECTS

55

EXHIBIT 4

Agenda Item Form

Date of City Council Meeting	**6/27/2023**
Department	**Planning**
Submitted by	**Tyler Overstreet**
Phone	**(479)271-3122**

Item Type: (*Check Applicable Item Type)*

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

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

Reappointment of Dana Davis to the City of Bentonville's Planning Commission. This will be Mr. Davis's second term which will expire on July 1, 2028.

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

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

June 22, 2023

To: City Council Members & City Clerk

From: Mayor Stephanie Orman

Subject: Reappointment of Dana Davis to the City of Bentonville's Planning Commission.

I recommend Dana Davis for reappointment to the City of Bentonville's Planning Commission. Mr. Davis's term will expire on July 1, 2028.

Stephanie Orman

From: dana.davis
Sent: Wednesday, May 17, 2023 12:04 PM
To: Stephanie Orman <SOrman@bentonvillear.com>
Cc: Assistant to the Mayor <mayor_assistant@bentonvillear.com>
Subject: Planning Commission Term

Good morning, Mayor Orman!

My term on the Planning Commission expires next month. I know we spoke briefly about this previously but wanted to formally request an appointment to a second term and see what information you may need from me. I have enjoyed serving and hope that you find my experience, dedication and time on the commission as warranting a second term. Let me know what you need.

Thank you,
Dana

Agenda Item Form

Date of City Council Meeting	**6/27/2023**
Department	**Water**
Submitted by	**Mike Bender, Preston Newbill**
Phone	**(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 authorizing the Mayor to enter into a professional services agreement with Olsson, Inc. for preliminary engineering services for utility relocations associated with ARDOT's Job 090514 in the amount of $755,477.00. A budget adjustment is needed to utilize utility reserves to front costs until a reimbursement ratio and plan has been determined. Utility Board approved this item 5-0. A budget adjustment is needed.

Estimated Cost	**$755,477.00**
Is this Item Budgeted?	☐ Yes ☑ No

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

Utility reserves will be used to front expenses. A portion of the project will be reimbursed by ARDOT after a reimbursement ratio has been determined.

Budget Adjustment Request

Date of City Council Meeting	**6/27/2023**
Department	**Water Utilities**
Submitted by	**Mike Bender, Preston Newbill**
Phone	**(479) 271-3140**

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

Enter into an Agreement with Olsson, Inc. to perform the services for utility adjustments related to ARDOT Job 090514 in the amount of $755,477.00, and adjust the Budget for the total Agreement cost.

General Ledger Account Information*				
Org (Department)	**Object**	**Account Description**	**Revenue + (-)**	**Expense + (-)**
503020	**47320**	**Improvements Other -Water Improvements**		**$ 755,477.00**
		Totals	**$ -**	**$ 755,477.00**
		Net Impact on Fund Balance	**$**	**(755,477.00)**

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

Memo

To: City Council, Mayor Orman

From: Mike Bender

CC:

Date: June 20, 2023

Re: ARDOT Job 090514 – Utility Adjustment

Resolution authorizing the Mayor to enter into a professional services agreement with Olsson, Inc. for preliminary engineering services for utility relocations associated with ARDOT's Job 090514 - Hwy 112 Improvements Wallis Road to Pleasant Grove Road in the amount of $755,477.00. A portion of this project will qualify for reimbursement from ARDOT, but that amount will not be determined until an accurate adjustment plan has been prepared. The total cost of engineering services in this proposal will include design services up to bidding the project. A budget adjustment is needed to utilize utility reserves to front costs until a reimbursement ratio and plan has been determined. This firm was selected following the City's standard SOQ selection process for the procurement of professional services in accordance with state law.

The City of Bentonville received notice from ARDOT in April to prepare utility adjustment plans associated with ARDOT Job 090514 – Hwy 112 improvements from W. Wallis Road to Pleasant Grove Road. This project affects the City's 48-inch water line, requiring relocation along with impact to smaller lines north of this highway section. A portion of this project will qualify for reimbursement, but the reimbursement ration will not be determined until an adjustment plan has been prepared. Reimbursement for engineering and construction will use the same ratio for reimbursement. ARDOT has several separate projects for the sections along Hwy 112. The City's 48" water line is located adjacent to two sections of Hwy 112 but all relocation of the 48" line will be addressed with ARDOT Job 090514. The City will be required to front expenses until a reimbursement ratio is determined.

Thank you for your consideration of this request.

LETTER AGREEMENT
FOR PROFESSIONAL SERVICES

June 16, 2023

City of Bentonville, Arkansas
Attn: Mike Bender
3200 SW Municipal Drive
Bentonville, Arkansas 72712

Re: **LETTER AGREEMENT FOR PROFESSIONAL SERVICES**
48-inch Transmission Line Relocation (the "Project")
Bentonville, AR

Dear Mr. Bender:

It is our understanding that the City of Bentonville, AR ("Client") requests Olsson, Inc. ("Olsson") to perform the services described herein pursuant to the terms of this Letter Agreement for Professional Services, Olsson's General Provisions and any exhibits attached hereto (all documents constitute and are referred to herein as the "Agreement") for the Project.

Olsson has acquainted itself with the information provided by Client relative to the Project and based upon such information offers to provide the services described below for the Project. Client warrants that it is either the legal owner of the property to be improved by this Project or that Client is acting as the duly authorized agent of the legal owner of such property. Client acknowledges that it has reviewed the General Provisions and any exhibits attached hereto, which are expressly made a part of and incorporated into the Agreement by this reference. In the event of any conflict or inconsistency between this Letter Agreement, and the General Provisions regarding the services to be performed by Olsson, the terms of the General Provisions shall take precedence.

Olsson shall provide services as specifically described in "Scope of Services" attached hereto. Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

SCHEDULE FOR OLSSON'S SERVICES

Unless otherwise agreed, Olsson expects to perform its services under the Agreement as follows:

Anticipated Start Date: 6/27/2023
Anticipated Completion Date: 12/6/2024

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date.

COMPENSATION

Client shall pay to Olsson for the performance of the Scope of Services, the actual time of personnel performing such services in accordance with the Labor Billing Rate Schedule attached to this Agreement. Anticipated expenses have been included in the estimate. Olsson shall submit invoices on a monthly basis and payment is due within 30 calendar days of invoice date. Olsson's Scope of Services will be provided on a time and expense basis not to exceed $755,477.00.

TERMS AND CONDITIONS OF SERVICE

We have discussed with you the risks, rewards and benefits of the Project, the Scope of Services, and our fees for such services and the Agreement represents the entire understanding between Client and Olsson with respect to the Project. The Agreement may only be modified in writing signed by both parties.

Client's designated Project Representative shall be Preston Newbill.

If this Agreement satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain one original for your files and return an executed original to Olsson. This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by us in writing.

OLSSON, INC.

By [redacted]
Ron Mersch, Region Leader

By [redacted]
Chris Hall, P.E., Team Leader

By signing below, you acknowledge that you have full authority to bind Client to the terms of the Agreement. If you accept the terms set forth herein, please sign:

CITY OF BENTONVILLE, ARKANSAS

By _____
Signature

Print Name _____

Title _____ Dated _____

Attachments
General Provisions
Scope of Services
Engineering Fee
Design Schedule
Standard Labor Rate Schedule
Reimbursable Expense Schedule
Preliminary Pipeline Relocation Exhibit

GENERAL PROVISIONS

These General Provisions are attached to and made a part of the respective Letter Agreement or Master Agreement, dated June 16, 2023, between City of Bentonville, AR ("Client") and Olsson, Inc. ("Olsson") for professional services in connection with the project or projects arising under such Letter Agreement or Master Agreement (the "Project(s)").

As used herein, the term "this Agreement" refers to these General Provisions, the applicable Letter Agreement or Master Agreement, and any other exhibits or attachments thereto as if they were part of one and the same document.

SECTION 1—OLSSON'S SCOPE OF SERVICES

Olsson's scope of services for the Project(s) is set forth in the applicable Letter Agreement or Master Agreement ("Scope of Services").

SECTION 2—ADDITIONAL SERVICES

2.1 Unless otherwise expressly included, Scope of Services does not include the categories of additional services set forth in Sections 2.2 and 2.3.

2.2 If Client and Olsson mutually agree for Olsson to perform any optional additional services as set forth in this Section 2.2 ("Optional Additional Services"), Client will provide written approval of the agreed-upon Optional Additional Services, and Olsson shall perform or obtain from others such services and will be entitled to an increase in compensation at rates provided in this Agreement. Olsson may elect not to perform all or any of the Optional Additional Services without cause or explanation:

2.2.1 Preparation of applications and supporting documents for governmental financial support of the Project(s); preparation or review of environmental studies and related services; and assistance in obtaining environmental approvals.

2.2.2 Services to make measured drawings of or to investigate existing conditions of facilities.

2.2.3 Services resulting from changes in the general scope, extent or character of the Project(s) or major changes in documentation previously accepted by Client where changes are due to causes beyond Olsson's control.

2.2.4 Services resulting from the discovery of conditions or circumstances which were not contemplated by Olsson at the commencement of this Agreement. Olsson shall notify Client of the newly discovered conditions or circumstances and Client and Olsson shall renegotiate, in good faith, the compensation for this Agreement, if amended terms cannot be agreed upon, Olsson may terminate this Agreement and Olsson shall be paid for its services through the date of termination.

2.2.5 Providing renderings or models.

2.2.6 Preparing documents for alternate bids requested by Client.

2.2.7 Analysis of operations, maintenance or overhead expenses; value engineering; the preparation of rate schedules; earnings or expense statements; cash flow or economic evaluations or; feasibility studies, appraisals or valuations.

2.2.8 Furnishing the services of independent professional associates or consultants for work beyond the Scope of Services.

2.2.9 Services necessary due to the Client's award of more than one prime contract for the Project(s); services necessary due to the construction contract containing cost plus or incentive-savings provisions; services necessary in order to arrange for performance by persons other than the prime contractor; or those services necessary to administer Client's contract(s).

2.2.10 Services in connection with staking out the work of contractor(s).

2.2.11 Services during out-of-town travel or visits to the site beyond those specifically identified in this Agreement.

2.2.12 Preparation of operating and maintenance manuals.

2.2.13 Services to redesign some or all of the Project(s).

2.2.14 Preparing to serve or serving as a consultant or witness or assisting Client with any litigation, arbitration or other legal or administrative proceeding.

2.2.15 Services relating to Construction Observation, Certification, Inspection, Construction Cost Estimating, project observation, construction management, construction scheduling, construction phasing or review of Contractor's performance means or methods.

2.3 Whenever Olsson determines additional services as set forth in this Section 2.3 are necessary to avoid a delay in the completion of the Project(s) ("Necessary Additional Services"), Olsson shall first obtain written approval from the Client prior to performing or obtaining from others such services. Olsson will be entitled to an increase in compensation for such services at the standard hourly billing rate charged for those employees performing the services, plus reimbursable expenses, if any:

2.3.1 Services in connection with work directive changes and/or change orders directed by the Client to any contractors.

2.3.2 Services in making revisions to drawings and specifications occasioned by the acceptance of substitutions proposed by contractor(s); services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor(s); or evaluating an unreasonable or extensive number of claims submitted by contractor(s) or others in connection with the Project(s).

2.3.3 Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

2.3.4 Additional or extended services during construction made necessary by (1) work damaged during construction, (2) a defective, inefficient or neglected work by any contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, or (4) default by any contractor.

SECTION 3—CLIENT'S RESPONSIBILITIES

3.1. Client shall provide all criteria and full information as to Client's requirements for the Project(s); designate and identify in writing a person to act with authority on Client's behalf in respect of all aspects of the Project(s); examine and respond promptly to Olsson's submissions; and give prompt written notice to Olsson whenever Client observes or otherwise becomes aware of any defect in the Olsson's services.

3.2 Client agrees to pay Olsson the amounts due for services rendered and expenses within thirty (30) days after Olsson has provided its invoice for such services. In the event Client disputes any invoice item, Client shall give Olsson written notice of such disputed item within fifteen (15) days after receipt of such invoice and shall pay to Olsson the undisputed portion of the invoice according to the provisions hereof. If Client fails to pay any invoiced amounts when due, interest will accrue on each unpaid amount at the rate of thirteen percent (13%) per annum from the date due until paid according to the provisions of this Agreement. Interest shall not be charged on any disputed invoice item which is finally resolved in Client's favor. Payment of interest shall not excuse or cure any default or delay in payment of amounts due.

3.2.1 If Client fails to make any payment due Olsson for services and expenses within thirty (30) days after receipt of Olsson's statement therefore, Olsson may, after giving seven (7) days written notice to Client, suspend services to Client under this Agreement until Olsson has been paid in full all amounts due for services, expenses and charges and Client will not obtain any license to any Work Product or be entitled to retain or use any Work Product pursuant to Section 7.1 unless and until Olsson has been paid in full and Client has fully satisfied all of its obligations under this Agreement.

3.3 Payments to Olsson shall not be withheld, postponed or made contingent on the construction, completion or success of the Project(s) or upon receipt by the Client of offsetting reimbursements or credit from other parties who may have caused the need for additional services. No withholdings, deductions or offsets shall be made from Olsson's compensation for any reason unless and until Olsson has been found to be legally liable for such amounts.

3.4 Client shall also do the following and pay all costs incident thereto:

3.4.1 Furnish to Olsson any existing and/or required borings, probings or subsurface explorations; hydrographic surveys; laboratory tests or inspections of samples, materials or equipment; appropriate professional interpretations of any of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic or utility surveys; property descriptions; and/or zoning or deed restrictions; all of which Olsson may rely upon in performing services hereunder.

3.4.2 Guarantee access to and make all provisions for Olsson to enter upon public and private property reasonably necessary to perform its services on the Project(s).

3.4.3 Provide such legal, accounting, independent cost estimating or insurance counseling services as may be required for the Project(s); any auditing service required in respect of contractor(s)' applications for payment; and/or any inspection services to determine if contractor(s) are performing the work legally.

3.4.4 Provide engineering surveys to establish reference points for construction unless specifically included in Olsson's Scope of Services.

3.4.5 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project(s).

3.4.6 If more than one prime contractor is to be awarded the contract for construction, designate a party to have responsibility and authority for coordinating and interfacing the activities of the various prime contractors.

3.4.7 All fees and other amounts payable by Client under this Agreement are exclusive of taxes and similar assessments. Without limiting the foregoing, Client is responsible and liable for all sales, service, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, county or local governmental authority on any amounts payable by Client under this Agreement, other than any taxes imposed on Olsson's income. In the event any governmental authority assesses Olsson for taxes, duties, or charges of any kind in connection with Scope of Services provided by Olsson to Client, Olsson shall be entitled to submit an invoice to Client, its successors or assigns, for the amount of said assessment and related interest and penalties. Client shall pay such invoice in accordance with Olsson's standard payment terms.

3.5 Client shall pay all costs incident to obtaining bids or proposals from contractor(s).

3.6 Client shall pay all permit application review costs for government authorities having jurisdiction over the Project(s).

3.7 Contemporaneously with the execution of this Agreement, Client shall designate in writing an individual to act as its duly authorized Project(s) representative.

3.8 Client shall bear responsibility for:

3.8.1 Jobsite Safety: Neither the professional activities of Olsson, nor the presence of Olsson or its employees and sub consultants at a construction/project site, shall impose any duty on Olsson, nor relieve the Construction Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies. Olsson and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures.

3.8.2 Notifying third parties including any governmental agency or prospective purchaser, of the existence of any hazardous or dangerous materials located in or around the Project(s) site.

3.8.3 Providing and updating Olsson with accurate information regarding existing conditions, including the existence of hazardous or dangerous materials, proposed Project(s) site uses, any change in Project(s) plans, and all subsurface installations, such as pipes, tanks, cables and utilities within the Project(s) site.

3.8.4 [omitted]

3.9 [omitted]

3.10 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including hazardous materials, encountered on the site, Olsson may immediately stop work in the affected area and report the condition to Client. Client shall be solely responsible for retaining independent consultant(s) to determine the nature of the material and to abate or remove the material. Olsson shall not be required to perform any services or work relating to or in the area of such material until the material has been removed or rendered harmless and only after approval, if necessary of the government agency with jurisdiction.

SECTION 4—MEANING OF TERMS

4.1 The “Cost of Construction” of the entire Project(s) (herein referred to as "Cost of Construction") means the total cost to Client of those portions of the entire Project(s) designed and specified by Olsson, but it will not include Olsson's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include Client's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project(s) or the cost of other services to be provided by others to Client pursuant to Section 3.

4.2 The “Salary Costs”: Used as a basis for payment mean salaries and wages (base and incentive) paid to all Olsson's personnel engaged directly on the Project(s), including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits, including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay and other group benefits.

4.3 “Certify” or “a Certification”: If included in the Scope of Services, such services shall be limited to a statement of Olsson’s opinion, to the best of Olsson’s professional knowledge, information and belief, based upon its periodic observations and reasonable review of reports and tests created by Olsson or provided to Olsson. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that any certifications based upon discrete sampling observations and that such observations indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services and certification does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor’s safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Olsson shall sign pre-printed form certifications only if (a) Olsson approves the form of such certification prior to the commencement of its services, (b) such certification is expressly included in the Scope of Services, (c) the certification is limited to a statement of professional opinion and does not constitute a warranty or guarantee, express or implied. It is understood that any certification by Olsson shall not relieve the Client or the Client’s contractors of any responsibility or obligation they may have by industry custom or under any contract.

4.4 “Opinion of Probable Cost”: An opinion of probable construction cost made by Olsson. In providing opinions of probable construction cost, it is recognized that neither the Client nor Olsson has control over the costs of labor, equipment or materials, or over the contractor’s methods of determining prices or bidding. The opinion of probable construction costs is based on Olsson’s reasonable professional judgment and experience and does not constitute a warranty, express or implied, that the contractor’s bids or the negotiated price of the work on the Project(s) will not vary from the Client’s budget or from any opinion of probable cost prepared by Olsson.

4.5 “Day”: A calendar day of 24 hours. The term “days” shall mean consecutive calendar days of 24 hours each, or fraction thereof.

4.6 “Construction Observation”: If included in the Scope of Services, such services during construction shall be limited to periodic visual observation and testing of the work to determine that the observed work generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of Construction Observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor or for the contractor’s safety precautions and programs nor for failure by the contractor to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor. Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor or any subcontractor. Client, or its designees shall notify Olsson at least twenty-four (24) hours in advance of any field tests and observations required by the construction documents.

4.7 "Inspect" or "Inspection": If included in the Scope of Services, such services shall be limited to the periodic visual observation of the contractor's completed work to permit Olsson, as an experienced and qualified professional, to determine that the observed work, generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Client, or its designees, shall notify Olsson at least twenty-four (24) hours in advance of any inspections required by the construction documents.

4.8 "Record Documents": Drawings prepared by Olsson upon the completion of construction based upon the drawings and other data furnished to Olsson by the Contractor and others showing significant changes in the work on the Project(s) made during construction.

SECTION 5—TERMINATION

5.1 Either party may terminate this Agreement, for cause upon giving the other party not less than seven (7) calendar days written notice of default for any of the following reasons; provided, however, that the notified party shall have the same seven (7) calendar day period in which to cure the default:

5.1.1 Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;

5.1.2 Assignment of this Agreement or transfer of the Project(s) by either party to any other entity without the prior written consent of the other party;

5.1.3 Suspension of the Project(s) or Olsson's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate.

5.2 In the event of a "for cause" termination of this Agreement by either party, the Client shall, within fifteen (15) calendar days after receiving Olsson's final invoice, pay Olsson for all services rendered and all reimbursable costs incurred by Olsson up to the date of termination, in accordance with the payment provisions of this Agreement.

5.2.1 In the event of a "for cause" termination of this Agreement by Client and (a) a final determination of default is entered against Olsson under Section 6.2 and (b) Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product pursuant to Section 7.1.

5.3 The Client may terminate this Agreement for the Client's convenience and without cause upon giving Olsson not less than seven (7) calendar days written notice. In the event of any termination that is not the fault of Olsson, the Client shall pay Olsson, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by Olsson in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs, any fees, costs or expenses incurred by Olsson in preparing or negotiating any proposals submitted to Client for Olsson's Scope of Services or Optional Additional Services under this Agreement and all other expenses directly resulting from the termination and a reasonable profit of ten percent (10%) of Olsson's actual costs (including overhead) incurred.

SECTION 6—DISPUTE RESOLUTION

6.1. Mediation

6.1.1 All questions in dispute under this Agreement shall be submitted to mediation. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representatives and shall meet within ten (10) days after the service of the notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting.

6.1.2 Should the parties themselves be unable to agree on a resolution of the dispute, and then the parties shall appoint a third party who shall be a competent and impartial party and who shall be acceptable to each party, to mediate the dispute. Any third party mediator shall be qualified to evaluate the performance of both of the parties, and shall be familiar with the design and construction progress. The third party shall meet to hear the dispute within ten (10) days of their selection and shall attempt to resolve the dispute within fifteen (15) days of first meeting.

6.1.3 Each party shall pay the fees and expenses of the third party mediator and such costs shall be borne equally by both parties.

6.2 Arbitration or Litigation [omitted]

6.2.1 **[omitted]**

6.2.2 **[omitted]**

6.2.3 **[omitted]**

6.2.4 **[omitted]**

6.3 Certification of Merit [omitted]

SECTION 7—MISCELLANEOUS

7.1 Reuse of Documents

All documents, including drawings, specifications, reports, boring logs, maps, field data, data, test results, information,

recommendations, or opinions prepared or furnished by Olsson (and Olsson's independent professional associates and consultants) pursuant to this Agreement ("Work Product"), are all Olsson's instruments of service, do not constitute goods or products, and are copyrighted works of Olsson. Olsson shall retain an ownership and property interest in such Work Product whether or not the Project(s) is completed. If Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product and Client may make and retain copies of Work Product for use in connection with the Project(s); however, such Work Product is for the exclusive use and benefit of Client or its agents in connection with the Project(s), are not intended to inform, guide or otherwise influence any other entities or persons with respect to any particular business transactions, and should not be relied upon by any entities or persons other than Client or its agents for any purpose other than the Project(s). Such Work Product is not intended or represented to be suitable for reuse by Client or others on extensions of the Project(s) or on any other Project(s). Client will not distribute or convey such Work Product to any other persons or entities without Olsson's prior written consent which shall include a release of Olsson from liability and indemnification by the third party. Any reuse of Work Product without written verification or adaptation by Olsson for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Olsson, or to Olsson's independent professional associates or consultants, and Client shall indemnify and hold harmless Olsson and Olsson's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation of Work Product will entitle Olsson to further compensation at rates to be agreed upon by Client and Olsson.

7.2 Electronic Files

By accepting and utilizing any electronic file of any Work Product or other data transmitted by Olsson, the Client agrees for itself, its successors, assigns, insurers and all those claiming under or through it, that by using any of the information contained in the attached electronic file, all users agree to be bound by the following terms. All of the information contained in any electronic file is the work product and instrument of service of Olsson, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights, unless the same have previously been transferred in writing to the Client. The information contained in any electronic file is provided for the convenience to the Client and is provided in "as is" condition. The Client is aware that differences may exist between the electronic files transferred and the printed hard-copy original signed and stamped drawings or reports. In the event of a conflict between the signed original documents prepared by Olsson and the electronic files, which may be transferred, the signed and sealed original documents shall govern. Olsson specifically disclaims all warranties, expressed or implied, including without limitation, and any warranty of merchantability or fitness for a particular purpose with respect to any electronic files. It shall be Client's responsibility to confirm the accuracy of the information contained in the electronic file and that it accurately reflects the information needed by the Client. Client shall not retransmit any electronic files, or any portion thereof, without including this disclaimer as part of any such transmissions.

7.3 Opinion of Probable Cost

Since Olsson has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, Olsson's Opinion of Probable Cost provided for herein is made on the basis of Olsson's experience and qualifications and represent Olsson's best judgment as an experienced and qualified professional engineer, familiar with the construction industry. Client acknowledges and agrees that Olsson cannot and does not guarantee proposals or bids and that actual total Project(s) or construction costs may reasonably vary from Olsson's Opinion of Probable Cost. If prior to the bidding or negotiating phase Client wishes greater assurance as to total Project(s) or construction costs, Client shall employ an independent cost estimator as provided in paragraph 3.4.3. If Olsson's Opinion of Probable Cost was performed in accordance with its standard of care and was reasonable under the total circumstances, any services performed by Olsson to modify the contract documents to bring the construction cost within any limitation established by Client will be considered Optional Additional Services and paid for as such by Client. If, however, Olsson's Opinion of Probable Cost was not performed in accordance with its standard of care and was unreasonable under the total circumstances and the lowest negotiated bid for construction of the Project(s) unreasonably exceeds Olsson's Opinion of Probable Cost, Olsson shall modify its work as necessary to adjust the Project(s)' size, and/or quality to reasonably comply with the Client's budget at no additional cost to Client. Under such circumstances, Olsson's modification of its work at no cost shall be the limit of Olsson's responsibility with regard to any unreasonable Opinion of Probable Cost.

7.4 Prevailing Wages

It is Client's responsibility to determine whether the Project(s) is covered under any prevailing wage regulations. Unless Client specifically informs Olsson in writing that the Project(s) is a prevailing wage project and is identified as such in the Scope of Services, Client agrees to reimburse Olsson and to defend, indemnify and hold harmless Olsson from and against any liability, including costs, fines and attorneys' fees, resulting from a subsequent determination that the Project(s) was covered under any prevailing wage regulations.

7.5 Samples

All material testing samples shall remain the property of the Client. If appropriate, Olsson shall preserve samples obtained no longer than forty-five (45) days after the issuance of any document that includes the data obtained from those samples. After that date, Olsson may dispose of the samples or return them to Client at Client's cost.

7.6 Standard of Care

Olsson will strive to perform its services in a manner consistent with that level of care and skill ordinarily exercised by members of Olsson's profession providing similar services in the same locality under similar circumstances at the time Olsson's services are performed. This Agreement creates no other representation, warranty or guarantee, express or implied.

7.7 Force Majeure

Any delay in the performance of any of the duties or obligations of either party hereto (except the payment of money) shall not

be considered a breach of this Agreement and the time required for performance shall be extended for a period equal to the period of such delay, provided that such delay has been caused by or is the result of any acts of God, acts of the public enemy, insurrections, riots, embargoes, labor disputes, including strikes, lockouts, job actions, boycotts, fires, explosions, floods, shortages of material or energy, or other unforeseeable causes beyond the control and without the fault or negligence of the party so affected. The affected party shall give prompt notice to the other party of such cause, and shall take promptly whatever reasonable steps are necessary to relieve the effect of such cause.

7.8 Equal Employment Opportunity

Olsson and any sub-consultant or subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

7.9 Confidentiality

Unless Client is a public entity and the release of information is required by law or legal process, in performing this Agreement, the parties may disclose to each other written, oral, electronic, graphic, machine-readable, tangible or intangible, non-public, confidential or proprietary data or information in any form or medium, including but not limited to: (1) information of a business, planning, marketing, conceptual, design, or technical nature; (2) models, tools, hardware, software or source code; and (3) any documents, videos, photographs, audio files, data, studies, reports, flowcharts, works in progress, memoranda, notes, files or analyses that contain, summarize or are based upon any non-public, proprietary or confidential information (hereafter referred to as the "Information"). The Information is not required to be marked as confidential.

7.9.1 Therefore, Olsson and Client agree that the party receiving Information from the other party to this Agreement (the “Receiving Party”) shall keep Information confidential and not use the Information in any manner other than in the performance of this Agreement without prior written approval of the party disclosing Information (the “Disclosing Party”).

7.9.2 Prior to the start of construction on the Project, the existence of discussions between the parties, the purpose of this Agreement, and this Agreement shall be considered Information subject to the confidentiality provisions of this Agreement.

7.9.3 Notwithstanding anything to the contrary herein, the Receiving Party shall have no obligation to preserve the confidentiality of any Information which:

7.9.3.1 was previously known to the Receiving Party free of any obligation to keep it confidential; or

7.9.3.2 is or becomes publicly available by other than unauthorized disclosures; or

7.9.3.3 is independently developed by the Receiving Party without a breach of this Agreement; or

7.9.3.4 is disclosed to third parties by the Disclosing Party without restrictions; or

7.9.3.5 is received from a third party not subject to any confidentiality obligations.

7.9.4 In the event that the Receiving Party is required by law or legal process to disclose any of Information of the Disclosing Party, the Receiving Party required to disclose such Information shall provide the Disclosing Party with prompt oral and written notice, unless notice is prohibited by law (in which case such notice shall be provided as early as may be legally permissible), of any such requirement so that the Disclosing Party may seek a protective order or other appropriate remedy.

7.9.5 Notwithstanding anything to the contrary herein (or to the contrary of any existing or future nondisclosure, confidentiality or similar agreement between the parties), Olsson is authorized, to use, display, reproduce, publish, transmit, and distribute Information (including, but not limited to, videos and photographs of the Project) on and in any and all formats and media (including, but not limited to, Olsson’s internet website) throughout the world and in all languages in connection with or in any manner relating to the marketing, advertising, selling, qualifying, proposing, commercializing, and promotion of Olsson and/or its services and business and in connection with any other lawful purpose of Olsson. In the event of any conflict or inconsistency between the provisions of this section and any other prior or future nondisclosure, confidentiality or similar agreement between the parties, the terms of this section shall take precedence.

7.9.6 Nothing contained in this Agreement shall be construed as altering any rights that the Disclosing Party has in the Information exchanged with or disclosed to the Receiving Party, and upon request, the Receiving Party will return all Information received in tangible form to the Disclosing Party, or at the Receiving Party’s option, destroy all such Information. If the Receiving Party exercises its option to destroy the Information, the Receiving Party shall certify such destruction to the Disclosing Party.

7.9.7 The parties acknowledge that disclosure or use of Information in violation of this Agreement could cause irreparable harm for which monetary damages may be difficult to ascertain or constitute an inadequate remedy. Each party therefore agrees that the Disclosing Party shall be entitled in addition to its other rights to seek injunctive relief for any violation of this Agreement.

7.9.8 The obligations of confidentiality set forth herein shall survive termination of this Agreement but shall only remain in effect for a period of one (1) year from the date the Information is first disclosed.

7.10 Damage or Injury to Subterranean Structures or Utilities, Hazardous Materials, Pollution and Contamination

7.10.1 To the extent that work pursuant to this Agreement requires any sampling, boring, excavation, ditching or other disruption of the soil or subsurface at the Site, Olsson shall confer with Client prior to such activity and Client will be responsible for identifying, locating and marking, as necessary, any private subterranean structures or utilities and Olsson shall be responsible for arranging investigation of public subterranean structures or utilities through an appropriate utility one-call provider. Thereafter, Olsson shall take all reasonable precautions to avoid damage or injury to subterranean structures or utilities which were identified by Client or the one-call provider. Olsson shall not be responsible for any damage, liability or costs, for any property damage, injury or economic loss arising or allegedly arising from damages to subterranean structures or utilities caused by subsurface penetrations in locations approved by Client and/or the one call provider or not correctly shown on any plans, drawings or utility clearance provided to Olsson, except for damages caused by the negligence of Olsson in the use of such information.

7.10.2 It is understood and agreed that any assistance Olsson may provide Client in the disposal of waste materials shall not result in Olsson being deemed as a generator, arranger, transporter or disposer of hazardous materials or hazardous waste as defined under any law or regulation. Title to all samples and waste materials remains with Client, and at no time shall Olsson take title to the above material. Client may authorize Olsson to execute Hazardous Waste Manifest, Bill of Lading or other forms as agent of Client. If Client requests Olsson to execute such documents as its agent, the Hazardous Waste Manifest, Bill of Lading or other similar documents shall be completed in the name of the Client. Client agrees to indemnify and hold Olsson harmless from any and all claims that Olsson is a generator, arranger, transporter, or disposer of hazardous waste as a result of any actions of Olsson, including, but not limited to, Olsson signing a Hazardous Waste Manifest, Bill of Lading or other form on behalf of Client.

7.10.3 At any time, Olsson can request in writing that Client remove samples, cuttings and hazardous substances generated by the Project(s) from the project site or other location. Client shall promptly comply with such request, and pay and be responsible for the removal and lawful disposal of samples, cuttings and hazardous substances, unless other arrangements are mutually agreed upon in writing.

7.10.4 **[omitted]**

7.10.5 Notwithstanding anything to the contrary contained herein, it is understood and agreed by and between Olsson and Client that the responsibility for pollution and contamination shall be as follows:

7.10.5.1 Unless otherwise provided herein, Client shall assume all responsibility for, including control and removal of, and protect, defend and save harmless Olsson from and against all claims, demands and causes of action of every kind and character arising from pollution or contamination (including naturally occurring radioactive material) which originates above the surface of the land or water from spills of fuels, lubricants, motor oils, pipe dope, paints, solvents, ballast, bilge and garbage, except unavoidable pollution from reserve pits, wholly in Olsson's possession and control and directly associated with Olsson's equipment, unless it was directly caused by Olsson's negligence.

7.10.5.2 In the event a third party commits an act or omission which results in pollution or contamination for which either Olsson or Client, for whom such party is performing work, is held to be legally liable, the responsibility therefore shall be considered as between Olsson and Client, to be the same as if the party for whom the work was performed had performed the same and all of the obligations regarding defense, indemnity, holding harmless and limitation of responsibility and liability, as set forth herein, shall be specifically applied.

7.11 Controlling Law and Venue

The parties agree that this Agreement and any legal actions concerning its validity, interpretation or performance shall be governed by the laws of the State of Arkansas. It is further agreed that any legal action between the parties arising out of this Agreement or the performance of services shall be brought in a court of competent jurisdiction in Arkansas.

7.12 Subconsultants

Olsson may utilize as necessary in its discretion subconsultants and other subcontractors. Olsson will be paid for all services rendered by its subconsultants and other subconsultants as set forth in this Agreement.

7.13 Assignment

7.13.1 Client and Olsson each are hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Olsson (and to the extent permitted by paragraph 7.13.2 the assigns of Client and Olsson) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

7.13.2 Neither Client nor Olsson shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Olsson from employing such subconsultants and other subcontractors as Olsson may deem appropriate to assist in the performance of services under this Agreement.

7.13.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and Olsson, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Olsson and not for the benefit of any other party. There are no third-party beneficiaries of this Agreement.

7.14 Indemnity [omitted]

7.15 Limitation on Damages

7.15.1 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither party's individual employees, principals, officers or directors shall be subject to personal liability or damages arising out of or connected in any way to the Project(s) or to this Agreement.

7.15.2 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither Client nor Olsson, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any delay damages, any punitive damages or any incidental, indirect or consequential damages arising out of or connected in any way to the Project(s) or to this Agreement. Both the Client and Olsson shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Project(s).

7.15.3 Notwithstanding any other provision of this Agreement, Client agrees that, to the fullest extent permitted by law, Olsson's total liability to the Client for any and all injuries, claims, losses, expenses, damages, or claims expenses of any kind arising from any services provided by or through Olsson under this Agreement, shall not exceed the amount of Olsson's fee earned under this Agreement. Client acknowledges that such causes include, but are not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. This limitation of liability shall apply to all phases of Olsson's services performed in connection with the Project(s), whether subsequent to or prior to the execution of this Agreement.

7.16 Entire Agreement/Severability

This Agreement supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by the Client and Olsson. If any part of this Agreement is found to conflict with applicable law, such part alone shall be null and void and considered stricken, but the remainder of this Agreement shall be given full force and effect.

General Provisions updated 06/16/2023

SCOPE OF SERVICES

This exhibit is hereby attached to and made a part of the Letter Agreement for Professional Services dated May 31, 2023, between The City of Bentonville, Arkansas ("Client") and Olsson, Inc. ("Olsson") providing for professional services. Olsson's Scope of Services for the Agreement is indicated below.

PROJECT DESCRIPTION AND LOCATION

Project will be located at: Bentonville, Arkansas

Project Description: Relocation of approximately 12,000 linear feet of 48-inch transmission line and 2,000 linear feet of 12-inch water line along State Highway 112.

SCOPE OF SERVICES

Olsson shall provide the following services (Scope of Services) to Client for the Project:

PART I - DESIGN AND BIDDING SERVICES:

Phase 100 – Project Management & Quality Control

A. Project Management

1. Manage the project through the bidding phase, with management and oversight of project budget and schedule. Coordinate all information-gathering efforts, manage owner responsible permit application process, and schedule meetings with utilities and stakeholders. Directly interface with the client to ensure schedule and project budget are appropriate, and if necessary, determine effective methods of redirecting efforts to accommodate changes in schedule, budget, and scope. Provide overall management of all identified project tasks. Stakeholders, including the city and utility representatives, will be invited to attend as relevant to their interests.

2. Change Management – scope, schedule and budget are all interrelated and a change to one will potentially impact the other two. Manage scope, schedule, and budget by notifying the client when requests to modify items impacts any of the three. Submit change logs and contract amendments in a timely manner for approval by the client.

3. Overall Project Management will consist of coordinating the following activities throughout Preliminary Design, Final Design, and Bidding:

    - Project Initiation Workshop
    - Project Scheduling
    - Progress Meetings
    - Progress Submittals
    - Cost Estimates
    - Cost Control Procedures

a. Project Initiation Workshop and Data Collection

1) Meet with client's project representative and staff to clarify and define client's requirements for the Project.
2) Establish channels of communication and address contract issues as required.
3) Review project budget for proposed improvement program.
4) Develop Project Management Plan for the project to identify: key staff members and contact information; channels of communication; success factors, quality management, risks, mitigation, and goals; key stakeholders; design and construction schedules, budget; and technical requirements for the project.

b. Project Scheduling

1) A detailed schedule will be prepared and maintained to identify key project milestones, meetings, and activities. The Gantt Chart schedule will be reviewed and updated frequently to ensure the project is on track to meet project deadline.

c. Progress Review Meetings

1) Conduct progress review meetings involving the project team as required throughout design to review project status, critical milestones, progress submittals, and design issues. Meetings are anticipated to occur on a bi-weekly basis but may occur as often as weekly during certain stages of the project if required. Action items to be followed up on by the project manager to make sure that progress is being made.

d. Construction Document Review Meetings

1) Conduct review meetings with Client at 30%, 60%, 90% and 100% stages of design to review the associated stage of construction documents.

B. Quality Control

1. Independent quality assurance and quality control (QA/QC) reviews are essential to ensure the best quality and value for the project and are an integral part of the Olsson project team. This process will be undertaken by senior staff members of the firm selected for their experience and expertise. The goal of the QA/QC process is to ensure that technical issues have been correctly addressed; client standards are incorporated; drawings and documents are clear, complete, and concise; and that the construction planning is appropriate for the work to be undertaken.

2. Formal QA/QC reviews will be conducted concurrently with client reviews, specifically at the 60% and 90% completion stage and prior to issuance of final PS&E. Completion of the QA/QC plan involves a final review by client, City and regulatory agency comments and a final constructability review by Olsson.

Phase 200 – Survey Services

A. Topographic Survey & Easements

1. 48-inch (or larger) Pipeline

    a. Olsson will perform and prepare a Topographic Survey of the subject property generally located between Sand's Road and running North to W. Scoggins Road in the City of Bentonville, Benton County, Arkansas. The Topographic Survey area will include approximately 12,000 linear feet by 100-foot wide area as shown in the attached exhibit. The Topographic Survey will depict contours at a 1' vertical interval, all physical improvements including buildings, driveways, fencing, and visible utilities, as well as underground utilities as located by Arkansas One-Call system. Survey will be tied vertically to the NAVD 1988 Vertical Datum and horizontally to the Arkansas State Plane Coordinate System NAD 83–North Zone-US Survey foot.

    b. Olsson will order Title search on 22 Parcels and prepare up to 22 Easement documents with exhibits.

2. 12-inch Pipeline

    a. Olsson will perform and prepare a Topographic Survey of the subject property generally located in the City of Bentonville, Benton County, Arkansas. The Topographic Survey area will include approximately 2,000 linear feet by 100-foot wide area being along Arkansas Hwy 112, as shown in the attached exhibit. The Topographic Survey will depict contours at a 1' vertical interval, all physical improvements including buildings, driveways, fencing, and visible utilities, as well as underground utilities as located by Arkansas One-Call system. Survey will be tied vertically to the NAVD 1988 Vertical Datum and horizontally to the Arkansas State Plane Coordinate System NAD 83–North Zone-US Survey foot.

    b. Olsson will order Title search on 6 Parcels and prepare up to 6 Easement documents with exhibits.

3. Utility location and mapping is for horizontal location of above ground and underground utilities only. Utility depths will not be obtained or indicated on the topographic survey. Survey of utilities will be based on tracing and marking by One Call and / or a private utility locater. By signing this contract, the client understands and acknowledges that utility mapping is not exact, and it is possible that not all utility lines will be located. Olsson is not responsible for miss-marked or unmarked utilities.

Phase 300 – Geotechnical Investigation

Drilling Services

A. Coordination and General Notes

1. Olsson will contact Arkansas 811 to issue utility locate tickets in areas where drilling services are to be performed. The Arkansas 811 utility locate center only notifies participating operators, which typically include water and sewer transmission, fiber optic or telecom transmission, natural gas pipelines, and electrical distribution (up to

electric meter). To ensure the safety of the crew onsite, Client must inform Olsson of the location of all known private utilities and private utility service connections.

2. Each boring location must be readily accessible by conventional truck-mounted or all-terrain (agricultural tired) drilling rig.

3. Drilling equipment may cause disturbance to natural surroundings including but not limited to soil indentations, concrete and asphalt pavement damage, and damage to underground sprinkler systems.

B. Field Exploration

1. We propose to use a truck-mounted drill rig to complete the following soil test borings for the geotechnical exploration:

   - Nine (9) borings along the alignments to a depth of 20 feet, plus 5 feet of rock coring for a total depth of 25 feet.
   - Two (2) borings along the alignments to a depth of 10 feet, plus 5 feet of rock coring for a total depth of 15 feet.
   - Two (2) borings at the anticipated HDD creek crossing to a depth of 20 feet, plus 20 feet of rock coring for a total depth of 40 feet.

   The soil borings will be advanced to the depths proposed, or to refusal, whichever is shallower. This proposal is based on a total drilling footage of 335 linear feet and a total rock coring footage of 95 linear feet.

2. Soils will be sampled in general accordance with ASTM D1586 and ASTM D1587.

3. We will obtain groundwater levels in the test borings at the time of drilling and upon completion of the drilling operations.

4. After obtaining groundwater level readings, we will backfill the borings with the drilling spoils.

5. If needed, Olsson shall perform additional in-situ soil resistivity testing at six (6) select locations along the alignments. Field soil resistivity testing will be performed in accordance with ASTM G57 at pin spacings of 2.5', 5', 7.5', 10', 15', and 20'. Obtain soil resistivity measurements with the harness set in both a north-to-south and east-to-west orientation at each location, twelve (12) measurements in total.

Geotechnical Services

A. Laboratory Services

1. As soil conditions dictate, laboratory testing may include visual soil classification (ASTM D2488), unconfined compression tests (ASTM D2166), thin-walled tube density tests (ASTM D7263), moisture content tests (ASTM D2216), Atterberg limit tests (ASTM D4318), percent passing the No. 200 sieve tests (ASTM D1140), grain size analyses, and soil chemistry testing.

2. Provide laboratory soil corrosivity testing at eight (8) select borings along the alignments. Soil samples will be obtained at pipe depth and tested for as-found and

saturated soil resistivity (ASTM G57), pH (ASTM G51), REDOX potential (ASTM G200), and water soluble sulfate, sulfide, and chloride content (EPA 300.0).

B. Engineering Analysis and Report Preparation

1. Olsson will perform engineering analyses and provide conclusions and recommendations regarding the following:

   a. Lift thickness, moisture control, and compaction criteria for backfill and structural fill. OSHA standards for soil excavation criteria will be included or referenced.
   b. Anticipated groundwater concerns, along with recommendations for addressing these concerns during construction, if required.
   c. Characteristics of the on-site soils and the potential for reuse of on-site soils as structural fill.
   d. Lateral earth pressure values for restrained and/or unrestrained foundation/retaining walls, including passive pressures and sliding friction values to resist sliding.
   e. Pipe bedding for water lines per local requirements.
   f. Subgrade stabilization criteria for installation of water lines, if needed.

2. We will present our conclusions and recommendations in a written report that will include a map of boring locations, soil boring logs, and a summary of laboratory tests.

Exclusions:

- Fees for private utility locating and/or hydro-excavation are excluded from this scope of services.
- Fees resulting from the use of mud-matting, clearing, or other operations to achieve access to boring locations is Client's responsibility and is excluded from this scope of services.
- Traffic control; village, city, district, county, and state right-of-way occupation permitting; street use permitting; and utility permitting necessary to allow for drilling services are excluded from this scope of services.
- Design and recommendations for gravity block or mechanically stabilized earth (MSE) retaining walls. Please contact the geotechnical engineer if such services are required.

Phase 400 – Environmental Services

A. Wetland and Stream Delineation and Preliminary Jurisdictional Evaluation

1. Olsson will complete a wetland and stream delineation for the 48-inch Water Pipeline Relocation in Bentonville, Arkansas. Olsson will follow the methods described in the U.S. Army Corps of Engineers (USACE) Wetland Delineation Manual (January 1987) and the Regional Supplement to the USACE Wetland Delineation Manual: Eastern Mountain & Piedmont Region (Version 2.0) (April 2012).

   a. Desktop Review

      1) The first step of the wetland and stream delineation consists of a desktop review of available databases to determine areas within the project study area that may have potential wetlands or other waters of the U.S. This review will

include accessing information from the National Hydrography Dataset (NHD), National Wetland Inventory (NWI), U.S. Geological Survey (USGS) 7.5 minute topographic maps, Natural Resources Conservation Service (NRCS) soil data, and current and historical aerial imagery.

b. Site Visit

1) Following the desktop review, a site visit will be conducted to field verify the presence or absence of wetlands, streams, and other waters of the U.S. identified during the desktop review. The site visit will be conducted by traversing the project study area to identify wetland characteristics including; hydrophytic vegetation, hydric soils, and wetland hydrology. Wetland, streams, and/or other waters of the U.S. boundaries will be delineated using sub-meter accuracy global positioning system (GPS) units. Atlantic and Gulf Coastal Plain Region data forms will be filled out. Photographs documenting site conditions, including wetlands, streams, and other waters of the U.S., will be taken. Agricultural areas require additional sample points primarily to document soil conditions.

c. Report

1) Upon completion of the site visit a report documenting the findings of the wetland and stream delineation will be prepared detailing the presence or absence of wetlands, streams, and other waters of the U.S. within the project study area. The wetland and stream delineation report will include a narrative of how the wetland and stream delineation was conducted and a summary of the results of the wetland and stream delineation. Figures documenting information gathered during the desktop review and figures showing wetland, streams, and other waters of the U.S. boundaries, sample point locations, and photo point locations will be included. The report will also include a description of Olsson's opinion of whether the wetlands, streams, and other waters of the U.S. are jurisdictional.

B. Nationwide Permit (if required)

1. Olsson will submit a Clean Water Act, Section 404, nationwide permit notification to the U.S. Army Corps of Engineers (USACE) for the project site. Nationwide permits are general department of army (DA) permits that meet a set of nationwide standards that have minimal individual and cumulative environmental impacts. Nationwide permits are required when jurisdictional aquatic impacts occur related to a project. Olsson will follow the Clean Water Act regulations (33 CFR Parts 320-332) and Section 404(b)(1) Guidelines (40 CFR Part 230). Nationwide permits include a description of the Project, aquatic impacts, threatened and endangered species (desktop evaluation), and cultural resources (desktop evaluation). Following completion of the permit, Olsson will submit the permit request to the USACE for permit issuance. Olsson will follow-up with additional USACE requests within the limitation of the assumptions outlined below.

C. Short-Term Activity Authorization (if needed)

1. Olsson will coordinate the Short-Term Activity Authorization (STAA) with the Arkansas Department of Energy & the Environment's Division of Environmental Quality (ADEE-DEQ) for the project site. Olsson will follow-up with additional requests from the ADEE-DEQ or other agencies within the limitation of the assumptions outlined below.

D. On-Site Habitat Assessment for Threatened and Endangered Species (if needed)

1. Olsson will conduct a targeted on-site habitat assessment for federally-listed threatened and endangered species to determine if potential habitat exists and if species investigations may be needed. It is assumed that the on-site analysis will occur during suitable weather conditions. Habitat documentation will not be inclusive of all habitats within the Project area, but rather will focus on habitat used by the species listed as potentially being within the project area by the USFWS' Information for Planning and Consultation (IPaC) online tool.

2. Olsson will complete and prepare a Habitat Assessment Report. Within the report, Olsson will document species summaries, describing each species' habitat requirements, potentially suitable habitat available within the Project area, and measures to avoid, reduce, or minimize the possibility of impacting federally-listed species or their potential habitat present within the Project boundary.

E. Stormwater Pollution Prevent Plan (SWPPP) Document

1. Olsson will complete a Stormwater Pollution Prevent Plan document for the 48" Water Pipeline Relocation in Bentonville, Arkansas. Olsson will follow the described Arkansas Department of requirements of the Arkansas Department of Energy & the Environment's Division of Environmental Quality.

Assumptions:

Client will provide the following:

- Project Study Area Access and Landowner Permission

Exclusions:

- Migratory Bird Treaty Act Nesting Surveys
- Bald and Golden Eagle Nest Surveys
- Agency Requested Threatened and Endangered Species-Specific Survey
- Individual Section 404 Permit Application
- Site Visits with the USACE
- Agency or Client Meetings, Other Than Phone Call Discussions
- Changes in Project Design or Location Requiring Changes to the Report
- On-Site Cultural Resources Study or Evaluation
- Permittee Responsible Mitigation Plan and Monitoring
- Individual Permit (over 0.5 acre of wetland impacts)

Phase 500 – Real Estate Acquisition

Olsson shall negotiate the acquisition of right of way necessary to relocate the water line impacted by ARDOT's project. Olsson understands the property will be acquired under the Uniform Relocation Act.

A. Negotiations

1. Olsson shall obtain title information through a title company for parcels where easements are being acquired. Any ownership deeds, easements deeds, subdivision plats, etc. needed or used in the development of existing property lines and easement boundaries for the right of way plans shall be furnished by the title company and Olsson.

2. Olsson shall negotiate and secure all acquisitions in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations (49 CFR Part 24). This may include but is not limited to the following: Describing the acquisition, referencing plans or plats, explaining right of way and construction plans, project schedule and other project details. Olsson shall clearly explain details related to the appraisal or value determination and how the offer was developed, as well as answering other necessary valuation questions. Olsson estimates there will be 20 parcels based on the preliminary alignment.

3. City of Bentonville shall provide Olsson with all standard agreements and conveyance documents necessary for use in the acquisition of the property.

4. Olsson shall prepare all necessary documents for review and signature by City of Bentonville based on the forms provided. Olsson shall not present any counteroffer or agree to any engineering plan revisions or changes without express permission by City of Bentonville. Olsson shall relay all concerns, counteroffers, or issues to City of Bentonville for review and consideration.

5. Olsson shall deliver each owner an offer letter, copy of appraisal or waiver valuation, appraisal review (if necessary), plans, and unsigned documents and agreements by means of personal contact or certified mail.

6. Olsson shall maintain a detailed written negotiator's log of contacts with each property owner to document negotiations, efforts to achieve amicable settlements, responsiveness to owners' counter proposals, and suggestions for changes in plans.

7. When negotiations result in condemnation, Olsson shall submit all necessary completed files and documents to the City of Bentonville.

B. Appraisal Services

1. Olsson shall identify the valuation problems, determine the number and type of appraisal reports needed for each parcel, identify items pertinent to the valuation of each parcel, and note any specific or unusual appraisal problems. Any properties worth more than $10,000 will have an appraisal completed and any property valued at under $10,000 will have a waiver valuation completed by Olsson real estate staff.

2. All appraisal reports will be reviewed by a pre-qualified review appraiser, independent of the individual who issued the report. Olsson shall hire an outside appraiser for this service on all appraisals. Olsson estimates 15 parcels will require an appraisal and appraisal review to be completed by a third-party.

3. All completed appraisal, appraisal reviews, and waiver valuation reports shall be provided to City of Bentonville. Olsson estimates 5 parcels will qualify for waiver valuations based on the preliminary alignment.

Assumptions:

- This estimate assumes that all right of way will be acquired voluntarily. Any Olsson services associated with potential condemnation would be addressed in an amendment.
- This proposal does not include the compensation paid to landowners, or other non-listed third-party services.
- Olsson understands that no structure Relocations, as defined by the uniform relocation act, will take place as part of the project. If any Relocations are to take place, Olsson will issue an amendment.
- The estimate assumes no closing, title insurance, or escrow services provided by a title company. If the City of Bentonville decides to close through a title company and secure title insurance, that cost shall be in addition to the estimate and paid directly to the title company at the time of closing.

Phase 600 – Engineering Design Services

A. Plans and Specifications

1. Olsson shall prepare detailed drawings and specifications for the proposed work based on the findings of the Preliminary Engineering Report in Phase 200. The Client's standard technical specifications and construction details shall be utilized. Olsson shall provide standard EJCDC construction contracts, prevailing wage information, bid forms, bidding instructions, General and Supplementary Conditions and other documents typically included for a competitively bid project. It is anticipated the project drawings shall consist of the following:

    a. Cover sheet
    b. General construction notes and project quantities
    c. Sediment Control plans
    d. 48- and 12-inch water line Plan and Profile sheets
    e. Trenchless construction sheets

f. Construction details

2. Project deliverables will include 30%, 60%, 90% and 100% plan and specification progress sets for review with client and final construction documents. Olsson will prepare an Opinion of Probable Cost (OPC) of project construction work at 30%, 90% and final design stages.

B. Regulatory Submittals

1. Olsson shall prepare a Stormwater Pollution Prevention Plan for general stormwater permitting with Arkansas Department of Environmental Quality (ADEQ).

2. Olsson shall submit final documents to Arkansas Department of Health (ADH) for approval by the state.

3. If required, Olsson shall submit floodplain development permit to the City of Bentonville, and Benton County for approval.

4. For construction activities with streamways Olsson shall prepare and submit for Short Term Activity Authority (STAA) permit with Arkansas Department of Environmental Quality (ADEQ), if required.

5. Other regulatory submittals not specifically listed are excluded from scope of services but can be provided at Olsson's standard hourly rates.

Phase 700 – Bid Phase Services

A. Prepare Notice to Bidders and Issue Documents

1. Olsson will coordinate the issuance of notices to bidders and the production and distribution of bidding documents. Notices will be placed in the official publications directed by the Client, and in bidding services known to provide data to contractors in the area. In addition, invitations will be emailed directly to contractors whom Olsson and/or the Client know will be interested in the project. Documents will be available for inspection at Olsson offices.

2. Olsson will coordinate answering questions raised by bidders. Addenda will be prepared, if needed, to provide clarification to questions. The Client will be informed on a regular basis of project changes resulting from bidders' questions.

B. Pre-bid Conference

1. Olsson will coordinate a pre-bid conference to be held at a to-be-determined City of Bentonville facility. Olsson will create an agenda and provide meeting minutes to all attendees.

C. Review and Evaluate Bids

1. Olsson will attend the bid opening. Bids properly received will be reviewed. Inconsistencies or irregularities found in the bids will be reported to the Client. Olsson will prepare a bid tabulation of bids received and will make the bid tabulation available to bidders. Olsson will evaluate the bids and make a written recommendation to the Client concerning contract award.

D. Conform Documents

1. Conformed copies of the contract documents, including insurance and bond forms, will be prepared by Olsson. Olsson will review the documents to confirm that procedures have been properly followed. Copies of the conformed documents will be provided to the Client for review. Executed copies will be distributed to the Client, the contractor, and Olsson. These documents form the official contract between the Client and the contractor, as well as the basis for decisions concerning the work.

PART II – CONSTRUCTION PHASE SERVICES (EXCLUDED):

Construction phase services are excluded from this scope but can be provided through an amendment upon authorization from the City of Bentonville, Arkansas.

Date: 16-Jun-23
Job: Bentonville, AR- 48" Pipeline Relocation

Phase/ Task	Description of Work	TOTALS Total Man-Days	Total Labor Fee	Total Expense Fee	Total Fee
100	**Project Management and QC**				
	PM / Meetings / ARDOT Coordination	44.50	$ 70,948.00	$ 650.10	$ 71,598.10
	QA/QC	5.00	$ 9,472.00	$ -	$ 9,472.00
200	**Survey**				
	Survey and Easement Descriptions	50.83	$ 61,000.00	$ -	$ 61,000.00
300	**Geotechnical Investigation**				
	Drilling	16.20	$ 19,440.00	$ -	$ 19,440.00
	Lab Services & Geotech Report	11.80	$ 14,160.00	$ -	$ 14,160.00
	Soil Resistivity Testing (if needed)	1.71	$ 2,050.00	$ -	$ 2,050.00
400	**Environmental**				
	Wetland and Stream Delineation	5.00	$ 6,000.00	$ -	$ 6,000.00
	Nationwide Permit (if needed)	3.33	$ 4,000.00	$ -	$ 4,000.00
	STAA Permiting (if needed)	0.83	$ 1,000.00	$ 200.00	$ 1,200.00
	Habitat Assessment (if needed)	3.33	$ 4,000.00	$ -	$ 4,000.00
	SWPPP	0.83	$ 1,000.00	$ 500.00	$ 1,500.00
500	**Real Estate Acquisition**				
	Negotiations	58.33	$ 70,000.00	$ -	$ 70,000.00
	Appraisal Services	66.67	$ 80,000.00	$ -	$ 80,000.00
600	**Detailed Design**				
	PER - Pipe Material Evaluation	10.25	$ 13,858.00	$ -	$ 13,858.00
	Adjustment Proposal	12.25	$ 16,018.00	$ -	$ 16,018.00
	Plans and Specifications	167.00	$ 200,820.00	$ 379.68	$ 201,199.68
	Utility Coordination	17.50	$ 22,560.00	$ -	$ 22,560.00
	ADH Permitting (including $500 ADH fee)	6.50	$ 8,912.00	$ 500.00	$ 9,412.00
	Trenchless Sub-Consultant		$ 66,232.10	$ -	$ 66,232.10
	Corrosion Control Sub-Consultant		$ 52,338.00	$ -	$ 52,338.00
700	**Bid Services**				
	Bidding (includes bidder questions, addenda, etc.)	19.00	$ 25,076.00	$ 21.84	$ 25,097.84
	Pre-bid Meeting	3.38	$ 4,320.00	$ 21.84	$ 4,341.84
GRAND TOTAL (ROUNDED)		504.26	$ 753,204.10	$ 2,273.46	$ 755,477.00

Bentonville Pipeline Relocation Schedule

	Task Name	Duration	Start	Finish	Predecessors
1	Detailed Design	508d	06/02/23	10/21/24	
2	Contract Approval	26d	06/02/23	06/27/23	
3	Preliminary Submittal to ARDOT	22d	07/05/23	07/26/23	2FS +7d
4	Kickoff Meeting	1d	08/07/23	08/07/23	3FS +11d
5	Survey	30d	08/08/23	09/06/23	4
6	Geotechnical Services	43d	08/08/23	09/19/23	4
7	30% Submittal	64d	09/06/23	11/08/23	5FS -1d
8	30% Client Review	8d	11/08/23	11/15/23	7FS -1d
9	60% Submittal	110d	11/16/23	03/04/24	8
10	60% Client Review	8d	03/04/24	03/11/24	9FS -1d
11	90% Submittal	64d	03/12/24	05/14/24	10
12	90% Client Review	8d	05/14/24	05/21/24	11FS -1d
13	100% Submittal	64d	05/24/24	07/26/24	12FS +2d
14	100% Client Review	8d	07/26/24	08/02/24	13FS -1d
15	Agency and ARDOT Review	78d	08/05/24	10/21/24	14FS +2d
16	Easement Preparation and Acquisition	142d	11/16/23	04/05/24	8
17	Bidding Services	46d	10/22/24	12/06/24	15
18	Construction	305d	02/04/25	12/05/25	17FS +59d

REIMBURSABLE EXPENSE SCHEDULE

The expenses incurred by Olsson or Olsson's independent professional associates or consultants directly or indirectly in connection with the Project shall be included in periodic billing as follows:

Classification	Cost
Automobiles (Personal Vehicle)	$0.52 /mile*
Suburban's and Pick-Ups	$0.52/mile*
Automobiles (Olsson Vehicle)	$95.00/day
Other Travel or Lodging Cost	Actual Cost
Meals	Actual Cost
Printing and Duplication including Mylars and Linens	
In-House	Actual Cost
Outside	Actual Cost+10%
Postage & Shipping Charges for Project Related Materials including Express Mail and Special Delivery	Actual Cost
Film and Photo Developing	Actual Cost+10%
Telephone and Fax Transmissions	Actual Cost+10%
Miscellaneous Materials & Supplies Applicable to this Project	Actual Cost+10%
Copies of Deeds, Easements or other Project Related Documents	Actual Cost+10%
Fees for Applications or Permits	Actual Cost+10%
Sub-Consultants	Actual Cost+10%
Taxes Levied on Services and Reimbursable Expenses	Actual Cost

* Rates consistent with Arkansas Department of Transportation (ARDOT) reimbursement guidelines.

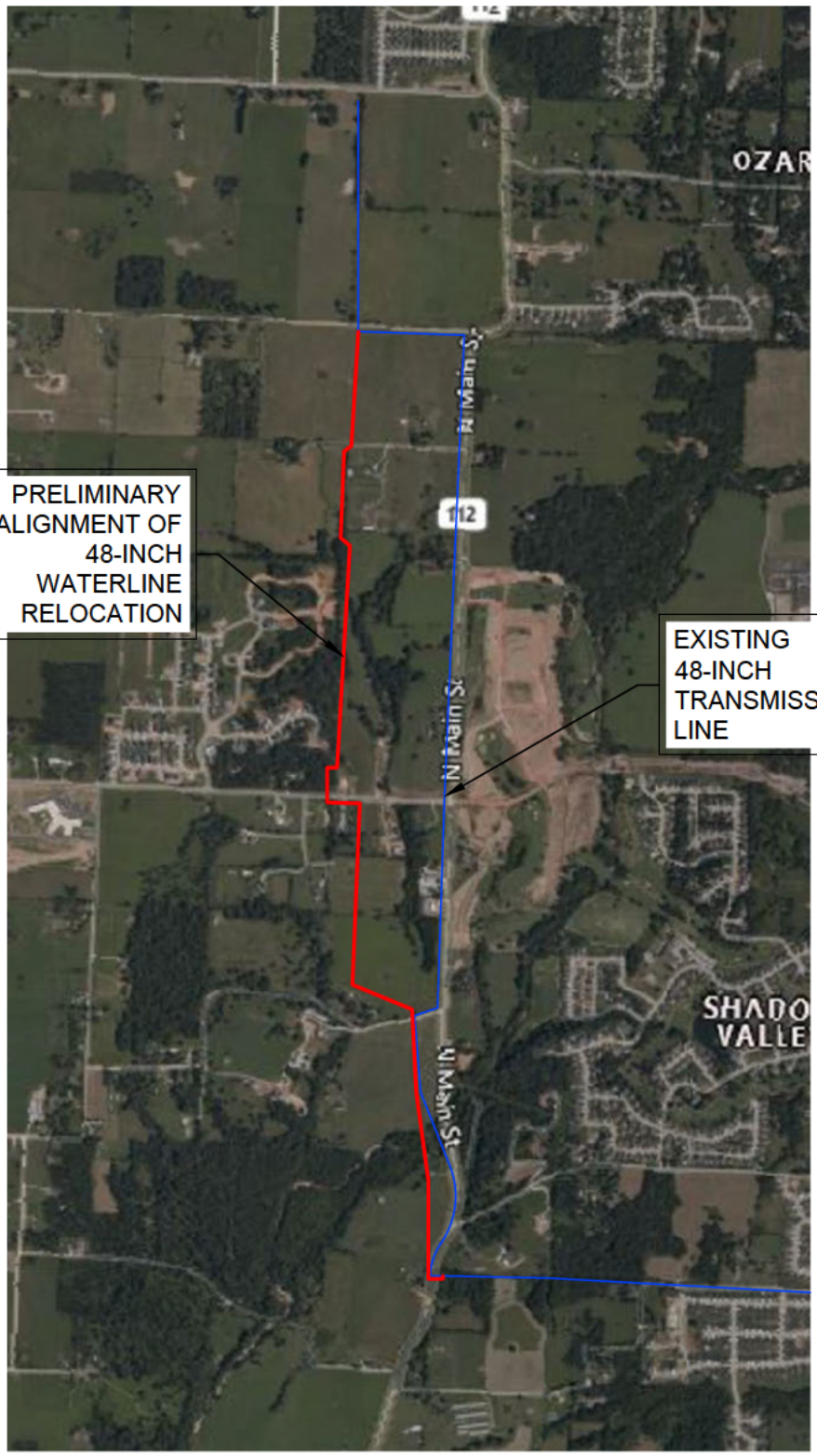
N

0' 250' 500'
SCALE IN FEET

ALIGNMENT SHOWN IS PRELIMINARY AND SUBJECT TO CHANGE DURING DETAIL DESIGN

DWG: C:\Temp\AcPublish_8160\EXHIBIT.dwg
DATE: May 31, 2023 10:48am
USER: mwaite
XREFS:

PROJECT NO: Z23-03244 DRAWN BY: MEW DATE: 05/31/2023	PRELIMINARY PIPELINE RELOCATION EXHIBIT	olsson	302 East Millsap Road Fayetteville, AR 72703 TEL 479.443.3404	EXHIBIT 1



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0' 1000' 2000'
SCALE IN FEET

ALIGNMENT SHOWN IS PRELIMINARY AND SUBJECT TO CHANGE DURING DETAIL DESIGN

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DATE: May 31, 2023 10:48am XREFS:

PROJECT NO: Z23-03244	PRELIMINARY PIPELINE RELOCATION EXHIBIT	olsson	302 East Millsap Road Fayetteville, AR 72703 TEL 479.443.3404	EXHIBIT
DRAWN BY: MEW				2
DATE: 05/31/2023				

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH OLSSON, INC. FOR PRELIMINARY ENGINEERING SERVICES ASSOCIATED WITH ARDOT JOB 090514; ADJUSTING THE 2023 BUDGET TO PROVIDE FUNDING FOR THIS ANALYSIS; AND FOR OTHER PURPOSES.

WHEREAS, the City of Bentonville wishes to engage a professional consultant for engineering services for utility adjustment plans associated with ARDOT Job 090514;

WHEREAS, Olsson, Inc. has been selected pursuant to the City of Bentonville's professional service selection process in accordance with Arkansas law; and

WHEREAS, a budget adjustment in the amount of seven hundred fifty-five thousand four hundred seventy-seven dollars ($755,477.00) is required to fund this agreement.

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 a Professional Services Agreement with Olsson, Inc., for utility adjustment plans associated with ARDOT Job 090514, in an amount not to exceed seven hundred fifty-five thousand four hundred seventy-seven dollars ($755,477.00);

Section 2: The 2023 budget is hereby adjusted to appropriate seven hundred fifty-five thousand four hundred seventy-seven dollars ($755,477.00) from Utility Fund Reserves to Account #503020-47320 - Improvements Other - Water Improvements;

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	**6/27/2023**
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 Sunset Memorial and Stone for the purchase of (4) Granite Columbaria for a total of $130,274.00, plus applicable tax. This Columbaria was part of the project design and includes proprietary features, therefore it is not practical to solicit competitive bids. Emergency Clause. No budget adjustment is needed.

Estimated Cost	**$130,274.00**
Is this Item Budgeted?	☑ Yes ☐ No

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

M E M O

Public Works – Maintenance Department

TO: CITY COUNCIL, MAYOR ORMAN

FROM: BART MAHONY - PUBLIC WORKS MAINTENANCE MANAGER

SUBJECT: BID AWARD TO SUNSET MEMORIAL & STONE

DATE: 6/27/2023

CC: MIKE BENDER

Ordinance Approval for the Mayor and City Clerk to enter into an agreement with Sunset Memorial & Stone and waive competitive bidding to purchase four double sided columbaria for $32,568 per columbarium for a total price of $130,274 tax not included. Because Sunset Memorial is located in Calgary, Alberta, Canada they do not collect state and local taxes within the United States, the city will be responsible for paying all relevant taxes, which on this purchase will be $12,376.03. **This is a 2023 budgeted item.**

Within the 2023 Public Works Maintenance Budget, $800,000 is approved for a Columbarium and Committal Shelter project at our City Cemetery. Because of varying manufacturer dimensions and weights as well as proprietary features, it was recommended early in project design that the city should select a manufacturer with the features that best meets our needs and have structural design centered around a manufacturers specific dimension and weight.

Proprietary features that make Sunset Memorials unique, include but not limited to:

Nylene Niches – A lower cost option when compared to aluminum but is as durable.
16" Deep Niches – This allows for one standard niche to be used as a companion niche.
Keyed Locking Niche Doors – Added security feature for cremains.

Because of these proprietary features, as well as the need to have manufacturer specific structural design makes competitive bidding in this instance unpractical.

M E M O

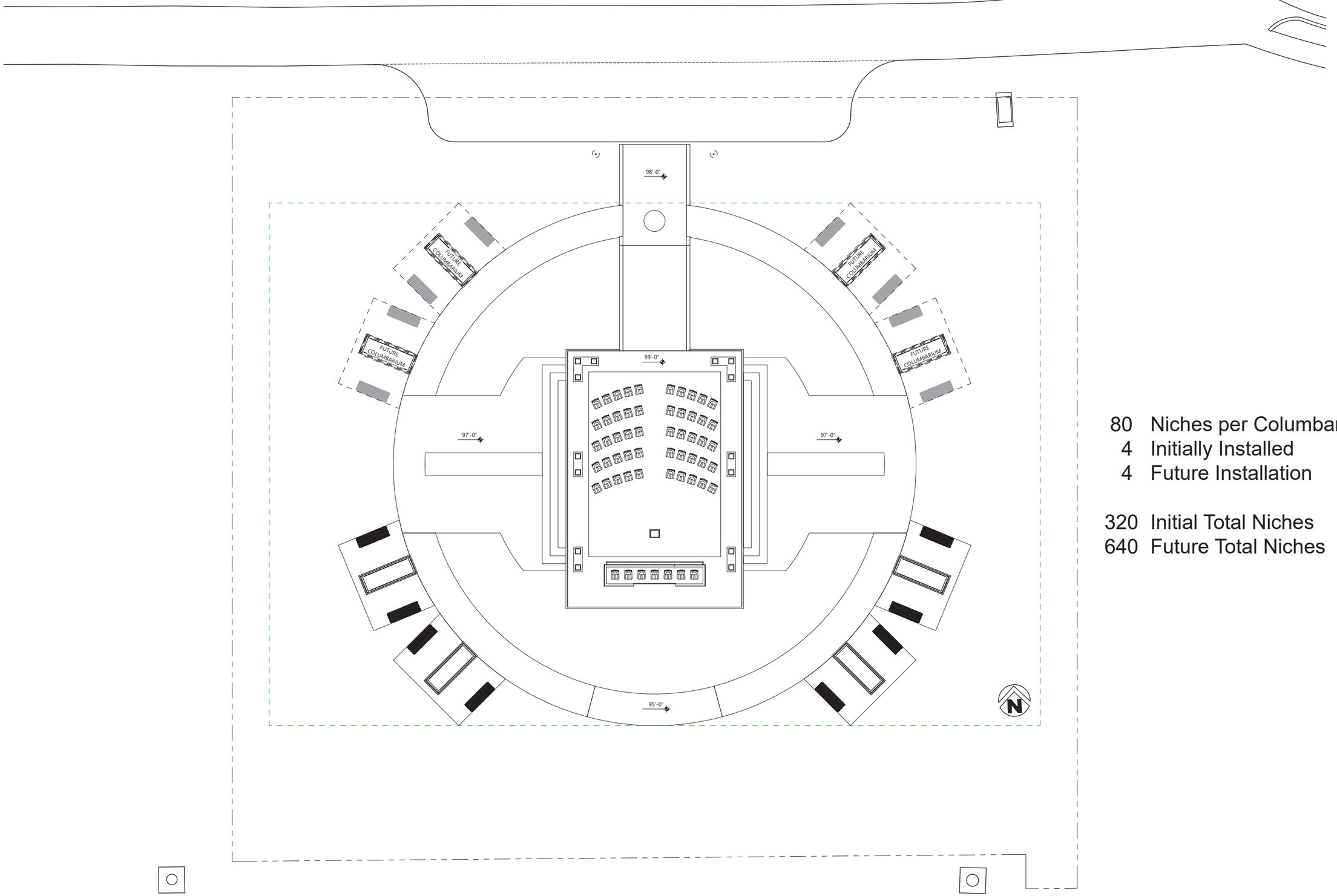
Public Works – Maintenance Department

Phase one of the cemetery project will include (4) double sided columbaria that will provide 320 individual columbarium niches at a cost of $407 per niche.

On February 28th 2023, Council approved an updated cemetery pricing and fee schedule with an initial all inclusive columbarium price of $700, below is a break down for this price.

Cremation niche - $407
Bronze name plaque - $293
Niche Open/Close - Included

Thank you for your consideration of this request.



80 Niches per Columbarium
4 Initially Installed
4 Future Installation

320 Initial Total Niches
640 Future Total Niches

Bentonville Cemetery - Columbarium

Bentonville, Ar

19 September, 2022

Hight Jackson ASSOCIATES

BENTONVILLE

BENTONVILLE

June 13, 2023

Client: City of Bentonville
Mayor Stephanie Orman

Contact: Bart Mahony
Public Works (Maintenance Manager)
BMahony@bentonvillear.com
W: 479- 271-5945 C: 870- 310-9912

Shipping Address:
Bentonville City Cemetery
400 SW "F" St, Bentonville AR 72712

Mailing Address:
City of Bentonville, 1000 SW 14th St.
Bentonville, AR 72712

Dear Bart,

Sunset Memorial & Stone Ltd. is pleased to provide a revised quotation for the supply, delivery, and installation of the following columbarium in $USD:

Item	Description	Unit Price	Qty	Total Niches	Total Price	Price per Niche
1	Double-sided **Grand Legacy 80 NYL** Niche (8x5 high configuration) – Imperial Grey w/ African Impala shutters to be predrilled for plaques.	$32,568	4	320	$130,274	$407

Optional inscription costs:

Column & row denotations - $350 /columbarium Yes ☐ No ☐ Qty: _____

Sidewall Inscriptions - $200 / sq ft Yes ☐ No ☐

Shutter Inscriptions - $200 / shutter Yes ☐ No ☐

Additional Shutters - $60 ea Yes ☐ No ☐ Qty: _____

Sunset Memorial & Stone Ltd.
3300 – 8 Street S.E. Calgary, AB T2G 5S7
1-800-363-3393
www.sunsetstone.com

Columbarium Specifications:

- Imperial Grey granite roof and base. Polished faces and rock-pitched base.
- Polished African Impala shutters and trim.
- Shutters are configured for predrilled holes on shutters.
- Rosettes will be bronze floral style.
- Each granite shutter will cover one individual niche.
- **Figure 1** - Sunset's Grand Legacy 80-dimension drawing.

Columbarium Features:

- Sunset's industry standard 16" nominal niche depth allows for the interment of two large urns, which depending on urn size, can significantly increase the urn capacity of the columbarium **(*Figure 2*)**.
- The individual granite shutters are held away from the core structure using our unique bracket design, eliminating niche condensation, and freezing of the shutters to the columbarium **(*Figure 3*)**.
- Each niche will come with a key-locked inner anodized aluminum security door, which reduces cemetery operating expenses by eliminating the need for any staff to be on-site when a granite shutter is removed for inscription. This is a standard feature in all our commercial models **(*Figure 4*)**.
- Accessories and spare parts:
  - 15 granite shutters.
  - 5 keys to enable staff to unlock the niche inner aluminum security doors.
  - 2 security tools to remove the screws on the bronze rosettes.
  - 3 spare bronze rosettes complete with screws.

Sunset Memorial & Stone Ltd.
3300 – 8 Street S.E. Calgary, AB T2G 5S7
1-800-363-3393
www.sunsetstone.com

Terms and Conditions:

1. To develop this estimate, we have assumed that there is an access road to the columbarium. foundation with sufficient load capacity to withstand the weight of both a 40-t crane and a 53-foot flat deck transport truck, and that the road will allow for both the truck and crane to get within 25 feet of the foundation with a lift that clear of any obstructions. If this is not the case, surcharges may apply. Please initial one of the following:
   A. My site conditions meet the above criteria: *(initial)*
   B. My site conditions are different and will require a more In-depth study of installation: *(initial)*

2. Sunset strongly recommends that a Professional Engineer authorized to work in your province/state stamps your foundation drawings. Example concrete foundation drawings can be supplied upon placement of an order.
3. Price does not include taxes nor a concrete foundation.
4. Payment terms: 50% at time of order, balance within 30 days of installation.
5. Warranty includes lifetime on granite and 10 years workmanship (see sample Warranty).
6. The above quotation will be honored for 3 months from the date of this letter.

If you have any questions or concerns with the information above, please do not hesitate to contact me at 403-243-3393 or Adeola@sunsetstone.com.
If you wish to proceed with an order, please sign and date in the space provided below and return at your earliest convenience.

Thank you for your consideration and we look forward to your reply.

Sincerely,

[redacted]

Adeola Onifade, BSc. Quantity Surveying
Lead Estimator
Sunset Memorial & Stone Ltd.

_____
Customer Name

_____
Date

_____
Signature

Sunset Memorial & Stone Ltd.
3300 – 8 Street S.E. Calgary, AB T2G 5S7
1-800-363-3393
www.sunsetstone.com

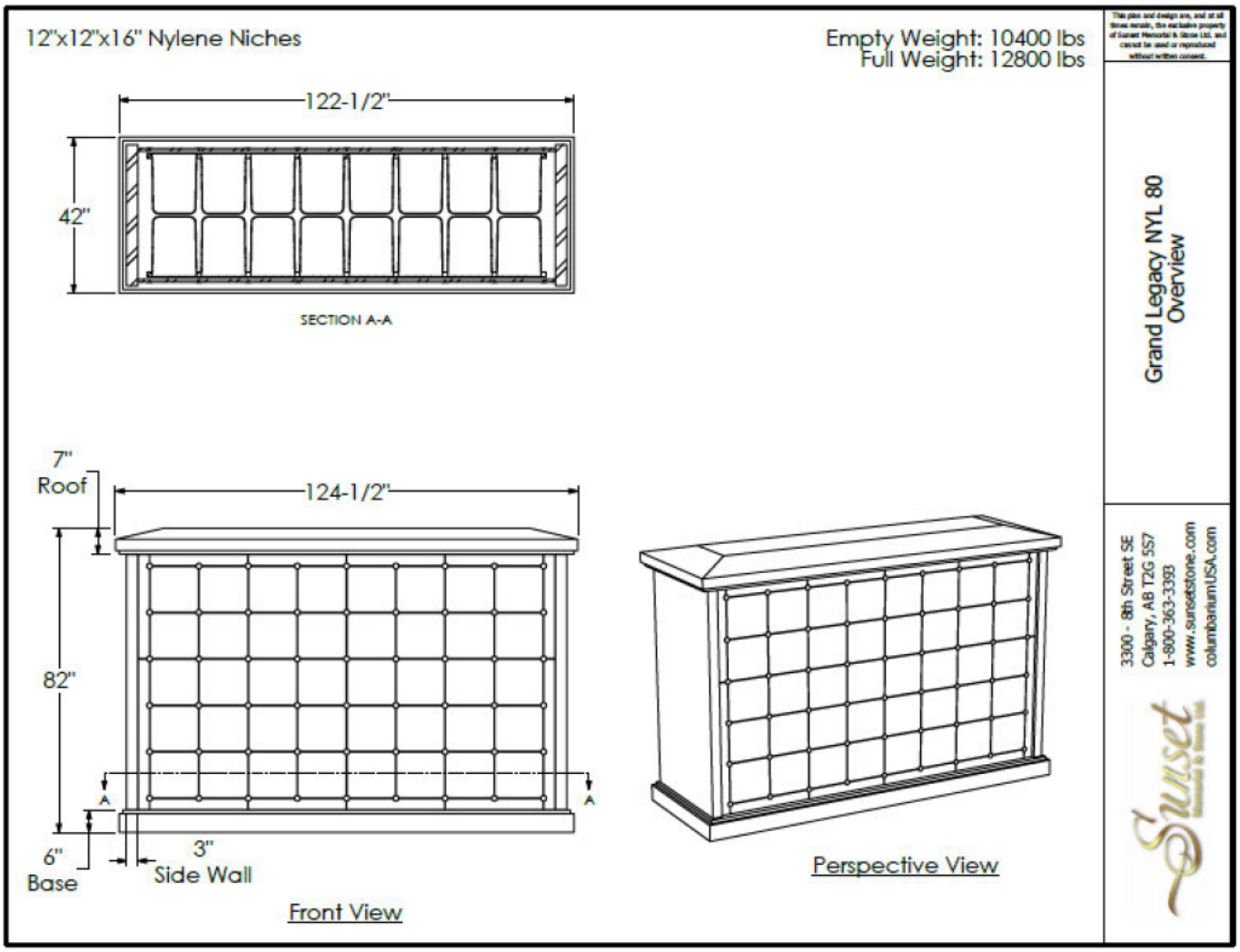


Figure 1: Overview - Sunset's Grand Legacy 80

Why a 16" Niche Depth Matters

The industry has moved to a 16" deep niche in part for the reasons depicted.

As cremation becomes more popular, urn manufacturers are becoming more creative in their designs, resulting in larger sized urns.

The smaller niche core can restrict the placement of a second urn.

Sunset's Industry Standard 16" depth niche allows for the placement of larger sized urns.

If you desire a smaller niche, Sunset can accommodate your needs, but please avoid the lure of lower prices without understanding the implications.

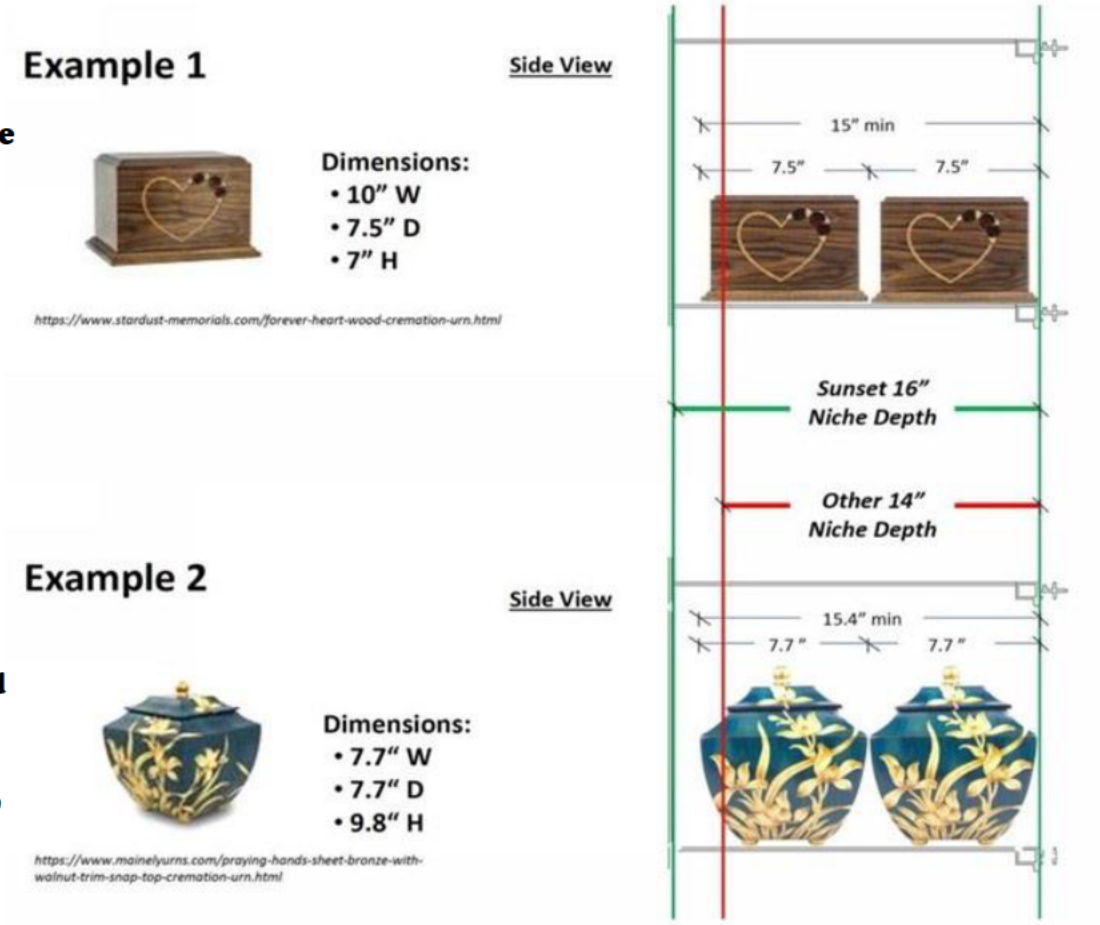


Figure 2: *Sunset's Industry Standard 16" niche depth*

Sunset Memorial & Stone Ltd.
3300 – 8 Street S.E. Calgary, AB T2G 5S7
1-800-363-3393
www.sunsetstone.com

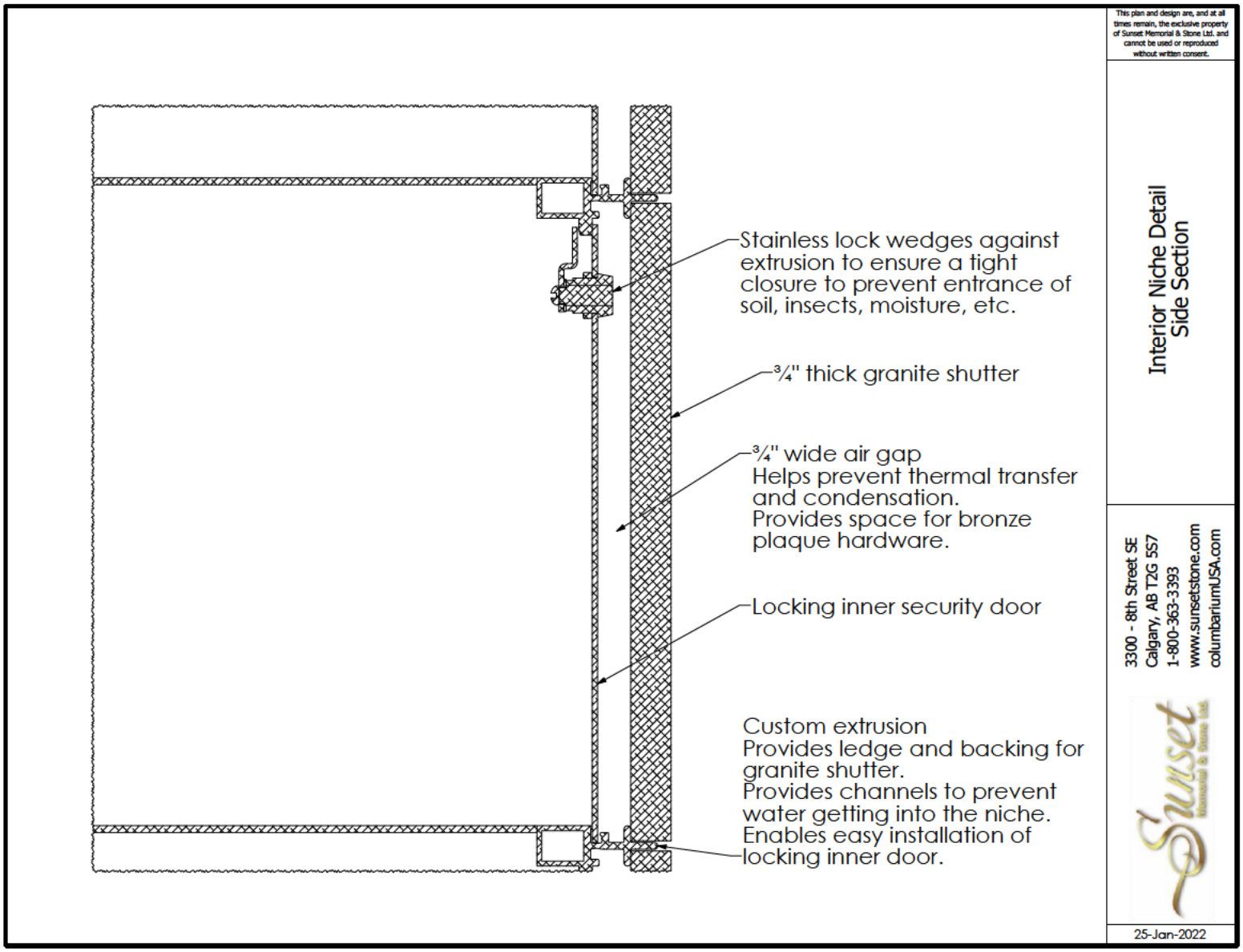


Figure 3: *Sunset's unique bracket design*

Sunset Memorial & Stone Ltd.
3300 – 8 Street S.E. Calgary, AB T2G 5S7
1-800-363-3393
www.sunsetstone.com

Key-Locked Aluminum Security Door

Sunset's key-locked inner aluminum security door improves the ease of niche access.

Our easy-to-use locking system provides families with peace of mind that their loved ones are secured.

The key-locked inner security door also reduces cemetery operating expenses by eliminating the need for any personnel to be on-site when the granite doors are removed for inscription.

Figure 4: Sunset's Unique Key Locked Security Door

Sunset Memorial & Stone Ltd.
3300 – 8 Street S.E. Calgary, AB T2G 5S7
1-800-363-3393
www.sunsetstone.com

Warranty

Purchaser:

Contract number:

Date of Purchase:

Sunset Memorial & Stone Ltd. *guarantees the granite parts of the columbarium furnished under the Warranty Certificate.*

Sunset Memorial & Stone Ltd. *guarantees unconditionally, that this columbarium will not check, crack or disintegrate from exposure to the elements in any season or in any climate, and that no colouring matter or injurious materials were used in obtaining the highly polished, mirror-like surface, hammered or rock surface, which are natural colours of the granite.*

Sunset Memorial & Stone Ltd. *further guarantees to replace, free of all expenses, to the original purchaser, to any subsequent owner of the columbaria, or to the cemetery in which the columbaria is located, any part or parts of the columbarium covered by this certificate, that may develop imperfections, as indicated herein, for a period of ten (10) years on parts and workmanship, and lifetime on granite from the date of purchase of the columbarium.*

Sunset Memorial & Stone Ltd.

_____

President

SAMPLE ONLY

Note: Of course, this warranty will not cover acts of vandalism or inadvertent damage caused by cemetery operations (example – rock chips caused by grass cutters).

Sunset Memorial & Stone Ltd.
3300 – 8 Street S.E. Calgary, AB T2G 5S7
1-800-363-3393
www.sunsetstone.com

ORDINANCE NO. _____

AN ORDINANCE WAIVING COMPETITIVE BIDDING FOR THE PURCHASE OF FOUR (4) GRANITE COLUMBARIUM FOR THE BENTONVILLE PUBLIC WORKS DEPARTMENT; AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT, NOT TO EXCEED ONE HUNDRED THIRTY THOUSAND TWO HUNDRED SEVENTY-FOUR DOLLARS ($130,274.00), PLUS APPLICABLE TAXES, WITH SUNSET MEMORIAL AND STONE FOR THIS PURCHASE; PROVIDING FOR THE EMERGENCY CLAUSE; AND FOR OTHER PURPOSES.

WHEREAS, the Bentonville Public Works Maintenance Department is requesting to purchase four (4) granite columbarium for the City Cemetery Project;

WHEREAS, this purchase was part of the project design and includes proprietary features, therefore soliciting bids is not practical;

WHEREAS, the City of Bentonville will be responsible for paying all taxes for this purchase in an additional amount of twelve thousand three hundred seventy-six dollars and three cents ($12,376.03); 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 an agreement with Sunset Memorial and Stone, for the purchase of four (4) granite columbarium, in an amount not to exceed one hundred thirty thousand two hundred seventy-four dollars ($130,274.00), plus applicable taxes;

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

Section 3: Because of unique proprietary features and specific structural design, 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	**6/27/2023**
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 Forever Redwood for the purchase of (1) 43' X 33' Redwood Pavilion Structure for $189,253.89 tax included. This structure was part of the project design and requires manufacturer specific structural designs, therefore it is not practical to solicit competitive bids. Emergency Clause. No budget adjustment is needed.

Estimated Cost	**$189,253.89**
Is this Item Budgeted?	☑ Yes ☐ No

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

M E M O

Public Works – Maintenance Department

TO: CITY COUNCIL, MAYOR ORMAN

FROM: BART MAHONY - PUBLIC WORKS MAINTENANCE MANAGER

SUBJECT: BID AWARD TO FOREVER REDWOOD

DATE: 6/27/2023

CC: MIKE BENDER

Ordinance Approval for the Mayor and City Clerk to enter into an agreement with Forever Redwood and waive competitive bidding to purchase a Custom Redwood Timber Pavilion for $189,253.89 including tax. This is a 2023 budgeted item.

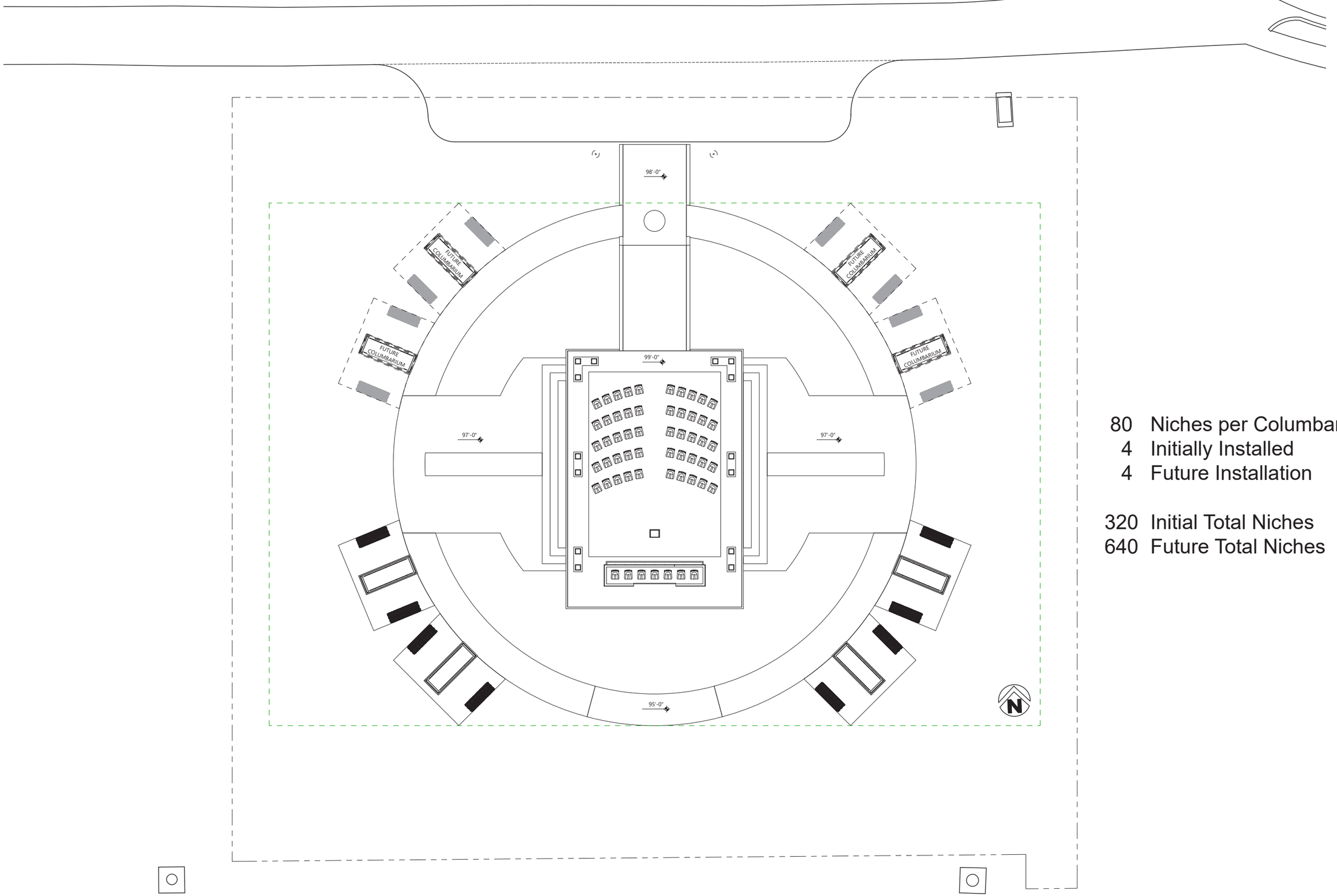
Within the 2023 Public Works Maintenance Budget, $800,000 was approved for a Columbarium and Committal Shelter project at our City Cemetery. Early in project design we were advised that because this structure needed to be a custom size in order to accommodate a typical funeral, we should select a manufacturer that has the capabilities to both design and engineer concrete footings specific to the structure. Forever Redwood offers services that are unique and costs saving when compared to other manufactures from design to installation.

Services that Forever Redwood offers, include but are not limited to:

- Architectural design and Engineering with stamped drawings for concrete footings a $7,500 deposit is refunded with a purchase of the structure.
- Free shipping with a 15-week lead time.
- Forever Redwood will provide an installation foreman to supervise local building framers during installation.
- Forever Redwood offers a 3% discount for wire transfers.

Because of these services and features, as well as the need to have manufacturer specific structural design makes competitive bidding in this instance unpractical.

Thank you for your consideration of this request.



80 Niches per Columbarium
4 Initially Installed
4 Future Installation

320 Initial Total Niches
640 Future Total Niches

Bentonville Cemetery - Columbarium

Bentonville, Ar

19 September, 2022

Hight Jackson ASSOCIATES

BENTONVILLE

BENTONVILLE

FOREVER REDWOOD

From the Forest, For the Forest since 1995

INVOICE

#128118 - 02/14/2023

(866) 332-2403 Sales@ForeverRedwood.com 33732 Annapolis Rd, Annapolis, CA 95412

CONTACT
TYLER HASH
thash@hjarch.com
479 464 4965

BILL TO
CITY OF BENTONVILLE
1000 SW 14th Street
Bentonville, AR 72712

SHIP TO
CITY OF BENTONVILLE
1000 SW 14th Street
Bentonville, AR 72712

Custom Pavilion 43 ft L x 33 ft W - **Note:** Custom Thick Timber Pavilion - 8x8 Post, 8x8 Support, 3x6 Braces, 2x8 Rafter @24. Quoted in California Redwood with Transparent premium sealant. All stainless Steel hardware and High Wind anchors are included in this quote. See T&M's Study prepared by Conceptual Engineering.	QTY: **1**	**$178,180.00**
Sales Tax - **Note:** at 9.5% - **Wood Grade & Warranty:** California Redwood (15-yr Warranty) - MOST POPULAR	QTY: **1**	**$16,927.10**

PAYMENT DUE

Your order has an installment due. Please remit as soon as possible to avoid a production delay.

Amount Due: **$77,545.11**

Sub-Total	$195,107.10
Free - 15 Week Shipping	$0.00
3% Wire Transfer Discount	$-5,853.21
Total	$189,253.89

ORDER NOTES

DESIGN & ENGINEERING DEPOSIT: $7,500 deposit includes as many revisions as needed during the working drawings process to get the structure's design exactly as the city wants. Once the design is approved and signed, it will be sent to an AR Structural Engineer to prepare stamped and signed Structural Drawings, Calculations and Footings Specifications. The Structural Engineer will prepare drawings for the footings with the required sizes, type of concrete and rebar cage specifications for each of the posts. These documents will be sent to Mr. Hash so that they can walk the permitting process. Once the permit is in hand, manufacturing can begin with the Materials deposit (50% of the order total will be due at that time with the balance due prior to ship out).

Questions? Contact:
Ricardo Bautista | rbautista@foreverrredwood.com | (619)-376-2099
Tyler Hernandez | tyler@foreverredwood.com | (707)-485-9915
Raul Hernandez | foreverredwood2008@gmail.com | (707)-495-4955

3D reference;
https://sketchfab.com/models/6359c1f364384acf975f47db5dca3e08/embed?autostart=1

Thank you. RBL

FR NOTE 2/16/23 - Forever Redwood will send Lead Installer, Adam, to job site as a courtesy to overview the erection of the pavilion. Adam will be at job site for 1 week.

We ask to please have the footings completed before we send our team member out to ensure he can assist with most of the build.

It is best practice to seal the concrete pad once it is cured since Redwood will drop sap for the first few months as it acclimates to its new environment.

If it is required that we use an external Engineer for the structural calculations, the cost will be $4,500.00 and will add 4 weeks to the design phase.

PAYMENTS

Date Added	Type	Comment	Acount	User
05/17/2023	Credit	Transferred payment from order no. 128118	$7,500.00	raul
06/06/2023	Due	Balance of initial deposit and Materials deposit	$77,545.11	raul

Payments: $7,500.00 **Balance:** $181,753.89

PROCESS AND PAYMENTS

We understand that this purchase is a large commitment. Your installments are organized around each production step. We begin by assigning an in-house architect to ensure every detail is built the way you want. Once you sign off on your drawings, you will receive timely updates with pictures of your project as it goes through each production phase. We can work as fast as you need and our experienced staff can customize almost any detail. If you need support with assembly, we can assist in any state as well.

Your order starts with a 20% Design & Engineering deposit with the remaining 80% balance split into 3 equal installments (26.67% of your order total). You'll receive a confirmation email and your designer will contact you the next business day to start the process.

Drawings Approved and Materials Installment

When you approve your drawings, we'll request your digital signature and the Materials installment. Your order's shipping timeline begins once both are received. When your Materials installment is received, we will set your anticipated ship out date.

We will then select, resaw and prepare your timbers, and order the stainless steel and other materials for your order during the first half of the timeline selected. For example, if you selected 12 week shipping, all your materials will be ready for construction within 6 weeks.

Construction Installment

Your Construction installment is due when all materials have been selected and received. We cannot begin cutting and assembly until your Construction installment is received. We'll email in-progress photos per department as your order winds through assembly, sanding, sealing and packaging.

Final Shipping Installment

Once you receive your packaging photos, your Final Shipping installment is due. We cannot ship orders with balance dues.

AVOID SHIPPING DELAYS

To avoid delays, you'll receive a reminder 7-10 days in advance of each installment. If there is a delay in payment, your order will be delayed and that time will be added to your ship date.

TERMS AND CONDITIONS

Terms and Conditions:
All Forever Redwood orders are custom orders. We offer many options to meet your needs. Due to the custom nature of our work, we cannot accept returns or cancellations. Any issue with quality or shipping damage is quickly rectified. For more details, please visit our warranty page at: https://www.foreverredwood.com/redwood-furniture/warranty

All orders under $10,000 must be paid in full. If an order under $10,000 is cancelled once design work has been completed, a $1,000 charge will be deducted for design work from the refund. If a larger order is cancelled prior to manufacturing, 1/2 of the initial 20% Design & Engineering deposit will be retained for design and engineering work. If the product has been sent to the shop floor and manufacturing has begun, no refund can be made on payments received. We are happy to modify any order if changes are needed, but because of the custom nature of our work, we can't restock your product because reselling is difficult.

Timelines & Storage: Order volume varies from month to month. In rare cases, we will not be able to meet our delivery or assembly timelines. We will keep you updated at all times.

If we complete your order early and you are not ready for it, we will store it for you at no additional cost for up to 120 days beyond the order's ship out date. If your plans change and you can't accept your order for over 120 days beyond the ship out date, depending on the size of your orders, storage fees of $50 to $200 per month will apply unless an agreement to do so is reached in writing. We cannot store orders indefinitely: Orders that have been built and stored for over 12 months will be cancelled and no refund will be made.

Maintenance: Do you want to keep your products looking great forever? Visit our Care and Finish Instructions at https://www.foreverredwood.com/redwood-furniture/care-finish/

Having Forever Redwood install for you? All Forever Redwood orders can be installed by our own teams anywhere in the Continental U.S. It is called our White Glove assembly service and it includes all materials (concrete, final roofing if applicable, etc.). You can choose to do the concrete work locally or you may have the concrete needed already developed, if so, let us know so that we can adjust your assembly work scope and cost. For shade structures, please have a small dumpster delivered to the job site so that all debris can be disposed of properly. If the site is undeveloped, the site must be level prior to Forever Redwood arriving to install. We cannot due any excavation or leveling work. Orders with White Glove Assembly will be charged 50% of the assembly cost when the assembly appointment is confirmed and the balance will be due when assembly work on site is completed.

Drawing/Design Support: We prepare drawings for all orders to be sure every detail is the way you want. It is typical for this process to take 2 to 6 weeks and involve 2 to 4 drawings. In some rare cases, we have clients that abuse this design support with drawing requests that stretch out to a dozen or more. We ask that you please not abuse this service.

IMPORTANT: AVOID HARDSCAPE STAINING: If you are pouring a new concrete pad or hardscape work that will have surface visible masonry, you MUST seal the surface completely if you are adding a Redwood shade structure or furniture atop it. Redwood is rich in tannins. Despite the finish applied to the wood, when it rains or soaked by sprinklers, it will leach tannins that will puddle atop the new hardscape. The tannins react with the curing concrete or grout masonry to create stains that are difficult to remove. BE SURE to properly seal your concrete or masonry hardscape to ensure this is a non-issue prior to assembly of our Redwood product. Forever Redwood cannot be responsible for these staining issues and this is why it is added to each invoice to make sure it is avoided.

ORDINANCE NO. _____

AN ORDINANCE WAIVING COMPETITIVE BIDDING FOR THE PURCHASE OF ONE (1) REDWOOD PAVILION STRUCTURE FOR THE BENTONVILLE PUBLIC WORKS DEPARTMENT; AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT, NOT TO EXCEED ONE HUNDRED EIGHTY-NINE THOUSAND TWO HUNDRED FIFTY-THREE DOLLARS AND EIGHTY-NINE CENTS ($189,253.89), WITH FOREVER REDWOOD FOR THIS PURCHASE; PROVIDING FOR THE EMERGENCY CLAUSE; AND FOR OTHER PURPOSES.

WHEREAS, the Bentonville Public Works Maintenance Department is requesting to purchase one (1) 43' x 33' Redwood Pavilion Structure for the City Cemetery Project;

WHEREAS, this structure was part of the project design and requires manufacturer specific structural designs, therefore soliciting bids is not practical; 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 an agreement with Forever Redwood, for the purchase of a redwood pavilion structure, in an amount not to exceed one hundred eighty-nine thousand two hundred fifty-three dollars and eighty-nine cents ($189,253.89);

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

Section 3: Because this structure was part of the project design and requires manufacturer specific structural designs, 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	**6/27/2023**
Department	**Fire**
Submitted by	**Justin Scantlin**
Phone	**479-271-5927**

Item Type: (*Check Applicable Item Type)*

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

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

Resolution authorizing a Budget Adjustment in the amount of $49,087.65 for Vehicle Maintenance and Repairs. The adjustment is needed to pay an invoice for an unexpected vehicle repair. A budget adjustment is needed.

Estimated Cost	**$49,087.65**
Is this Item Budgeted?	☐ Yes ☑ No

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

General Fund Reserves

Budget Adjustment Request

Date of City Council Meeting	**6/27/2023**
Department	**Fire**
Submitted by	**Justin Scantlin**
Phone	**479-271-5927**

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

In order to pay a vehicle repair invoice the fire department needs a $49,087.65 budget adjustment. This is not a budgeted item. Requesting to declare an emergency in order to pay the invoice within the grace period.

General Ledger Account Information*				
Org (Department)	**Object**	**Account Description**	**Revenue + (-)**	**Expense + (-)**
102020	**44420**	**Vehicle Repairs and Maintenance**		**$49,087.65**
		Totals	**$ -**	**$ 49,087.65**
		Net Impact on Fund Balance	**$**	**(49,087.65)**

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

Inter-office Memorandum

To: Mayor Orman and City Council

From: Justin Scantlin, Fire Chief

CC: Camille Thompson, Staff Attorney, Patrick Johndrow, Finance Director

Date: 6/27/2023

Re: Budget Adjustment for Vehicle Maintenance and Repairs

Fire Department Staff is requesting a Budget Adjustment in the amount of $49,087.65 to pay for repairs to Engine 1.

Engine 1 was in an accident in 2022. The resulting repairs that were required took 5 months to complete due to issues with acquiring parts. The insurance payment was taken by the city in 2022. The difference between the insurance payment to the city and the invoice for repairs is the deductible. The repairs were not complete until 2023. The was not a budgeted item, so the funds are not available. The funds to pay the invoice will need to come out of the vehicle maintenance and repairs from the fire department 2023 budget. To pay the invoice within the grace period we will need to declare an emergency to have funds available immediately.

Thank you for your consideration.

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SERVICING DEALERSHIP

OZARK KENWORTH, LLC, DBA

MHC KENWORTH/VOLVO - SPRINGDALE
4678 N 45TH ST
SPRINGDALE, AR 72762
1-479-756-1200

REQUEST FOR PO

Customer Number: 172904	**Phone:** (479) 271-3159	**R. O. Number:** R00275200040901

Tax Status	Terms	P.O.#	Service Date	Date Printed
TAX	CHARGE	REQUIRED	3/13/2023	5/31/2023

City of Bentonville
1000 SW 14th Street
Bentonville AR 72712-3625

REQUEST FOR PO

Serial Number	Unit Number	Make / Model	Year	License Number	Mileage
4P1CU01E05A004652	ENGINE 4	PIERCE/FIRETRUC	2005		40171

OPERATION 1

COMPLAINT: VEHICLE INSPECTION
VMRS CODE: 05-999-999-999-06-00
CORRECTION: INSPECT-TOTAL VEHICLE-TOTAL VEHICLE-NO FAILURE

Labor Total -- .00
Total Operation 1 -- .00

OPERATION 2

COMPLAINT: REPAIR PER ESTIMATE
VMRS CODE: 01-002-044-000-24-00
CORRECTION: REPAIR-CAB-CAB-NO FAILURE
REPAIRED PER ESTIMATE

Labor Total -- 15,890.00

80-0352	SUPORT LID FLAT	1	78.88	78.88
1000809	LATCH LIFTTURN	1	114.68	114.68
1458621	SKIN WLMD SKIRT	1	748.01	748.01
1458493	SKIN SKIRT WLDM	1	184.28	184.28
46-3231	RUBRAIL WHEELWELL	1	104.24	104.24
1143517	SUPPORT DECKPLATE	1	1,422.29	1,422.29
46-2457-0001	DECKPLATE 19"	1	627.80	627.80
1459568	STEP BOX WLDM	1	3,239.69	3,239.69
55-2377	HORN AIR .	1	1,094.20	1,094.20
46-3250	BUMPER FIRE	1	3,562.07	3,562.07
82-2060	BUMPER BOLT	4	16.43	65.72
406220	CHANNEL SUPORT	1	280.92	280.92
407459	BACKING ASSY	1	1,342.83	1,342.83
46-2477-0002	SKIRT BUMPER	1	460.59	460.59
40-7288	BRACE ASSY.	1	454.05	454.05
46-3296	HINGE ASSY.	1	225.71	225.71
2644079	PRACKET SI REN	1	686.95	686.95
82-1016-0050	WASHER FLAT	8	.23	1.84
2803798	SPEAKER 100W WHELEN	1	521.08	521.08
61-1576-0004	LIGHT WHELEN	1	308.26	308.26

CONTINUED

MHC250RO (02/18)

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SERVICING DEALERSHIP

OZARK KENWORTH, LLC, DBA

MHC KENWORTH/VOLVO - SPRINGDALE
4678 N 45TH ST
SPRINGDALE, AR 72762
1-479-756-1200

REQUEST FOR PO

Customer Number: 172904	**Phone:** (479) 271-3159	**R. O. Number:** R00275200040901

Tax Status	Terms	P.O.#	Service Date	Date Printed
TAX	CHARGE	REQUIRED	3/13/2023	5/31/2023

OPERATION 2

46-1671-0021	FRONT SKIN.	1	723.58		723.58
1102176-0006	TAPE REFLECTIVE	25	54.12		1,353.00
SUBLET	ADHESIVE RPO#1899484	1	56.33		56.33
20340.	BOLT ,	25	.09		2.25
204047	BOLT STAIN LES	10	3.94		39.40
2067PK	BLUE BUTT CONNECTOR	57	2.98		169.86
RXEP V31950	GROUP 31 BBAT	6	99.00		594.00
CXEP V31950	GROUP 31 BBAT	6	47.77		286.62
CREP V31950	GROUP 31 BBAT	4-	47.77		191.08
12334PK	TY-RAP 15"HEAVY DUTY 5	60	1.25		75.00
12334PK	TY-RAP 15"HEAVY DUTY 5	100	1.25		125.00
46013	M6X16 SS PAN	50	.41		20.50
OLR-15	OL RUSTY PENETRANT	1	18.95		18.95
2067PK	BLUE BUTT CONNECTOR	15	2.98		44.70
990949	FLANGE LOCK NUT 6MM	10	2.40		24.00
994847	WASHER .	25	1.25		31.25
3798AV	CAGE NUT ,	25	2.09		52.25
SUBLET	METAL FAB PO#1922673	1	510.52		510.52
01055OR	WEATHERSTRIPING	1	28.68		28.68
FREIGHT	CHARGE FREIGHT	1	175.00		175.00
				Parts Total --	19,663.90
				Total Operation 2 --	35,553.90

OPERATION 3

COMPLAINT: PAINT PER ESTIMATE
VMRS CODE: 01-002-044-000-15-00
CORRECTION: PAINT PREP, & REPAINT-CAB-CAB-NO FAILURE
PAINTED PER ESTIMATE

				Labor Total --	5,000.00
MATERIAL	PAINT MATERIAL	1	2,475.00		2,475.00
				Parts Total --	2,475.00
				Total Operation 3 --	7,475.00

CONTINUED

MHC250RO (02/18)

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OZARK KENWORTH, LLC, DBA

MHC KENWORTH/VOLVO - SPRINGDALE
4678 N 45TH ST
SPRINGDALE, AR 72762
1-479-756-1200

REQUEST FOR PO

Customer Number:	172904	**Phone:**	(479) 271-3159	**R. O. Number:**	R00275200040901

Labor Total	20,890.00
Parts Total	18,922.05
Sublet	566.85
Paint Materials	2,475.00
Shop Supplies	1,800.00
Sales Tax	4,258.75
Freight	175.00

TOTAL DUE **49,087.65**

REMIT TO:

P.O. BOX 879269
KANSAS CITY, MO 64187-9269

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MHC250RO (02/18)

RESOLUTION NO._____

A RESOLUTION ADJUSTING THE 2023 BUDGET; APPROPRIATING FORTY-NINE THOUSAND EIGHTY-SEVEN DOLLARS AND SIXTY-FIVE CENTS ($49,087.65) FROM THE GENERAL FUND RESERVES TO ACCOUNT #102020-44420 - VEHICLE REPAIRS AND MAINTENANCE, TO COVER NECESSARY VEHICLE SERVICES; AND FOR OTHER PURPOSES.

WHEREAS, funds are required to cover necessary vehicle repairs within the Bentonville Fire Department; and

WHEREAS, these funds should be appropriated from the General Fund Reserves.

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

Section 1: The 2023 Budget is adjusted to appropriate forty-nine thousand eighty-seven dollars and sixty-five cents ($49,087.65) from General Fund Reserves to Account #102020-44420 - Vehicle Repairs and Maintenance;

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	**6/27/2023**
Department	**Airport**
Submitted by	**Debbie Griffin**
Phone	**479 254-2028**

Item Type: (*Check Applicable Item Type)*

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

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

Resolution approving a budget adjustment accepting a FAA grant in the amount of $140,400.00 for the design and bidding services for the extension of the east taxiway (Taxiway B) and authorizing work order No. 03 with Garver Engineering for this project which includes approximately 600 linear feet to the Runway 36 end, including lighting and signage on the east side of the airfield as shown in the attached Exhibit C-03. A budget adjustment is needed to recognize grant funds.

Estimated Cost	**$154,000.00**
Is this Item Budgeted?	☐ Yes ☑ No

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

FAA Grant for funding $140,400 of phase 2 project.

Budget Adjustment Request

Date of City Council Meeting	**6/27/2023**
Department	**Airport**
Submitted by	**Debbie Griffin**
Phone	**479 254-2028**

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

To accept FAA grant funds for design and bidding services for the extension of east taxiway (Taxiway B).

General Ledger Account Information*				
Org (Department)	**Object**	**Account Description**	**Revenue + (-)**	**Expense + (-)**
101650	33110	Federal Direct Grant	$ 140,400.00	
101650	47390	Improv Other than Bldg/Other		$ 154,000.00
		Totals	$ 140,400.00	$ 154,000.00
		Net Impact on Fund Balance	$	(13,600.00)

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

U.S. Department of Transportation
Federal Aviation Administration

Airports Division
Arkansas/Oklahoma Airports
District Office, Southwest Region

FAA ASW-630
10101 Hillwood Pkwy
Fort Worth, TX 76177-1524

May 18, 2023

The Honorable Stephanie Orman
Mayor of Bentonville
Bentonville, AR 72712

Dear Mayor Orman:

The Grant Offer for Airport Improvement Program (AIP) **Project No. 3-05-0006-021-2023** at Bentonville Municipal/Louise M. Thaden Field Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

You may not make any modification to the text, terms or conditions of the grant offer.

Steps You Must Take to Enter Into Agreement.

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **July 14, 2023**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses

consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
    1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
    2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit FAA Form 5100-140, Performance Report within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit FAA Form 5370-1, Construction Progress and Inspection Report, within 30 days of the end of each Federal fiscal quarter.

Audit Requirements. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-Federal entities that expend $750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Kathy Franklin, (817) 222-5697, katherine.franklin@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

[redacted]

Glenn Boles (May 18, 2023 11:48 CDT)

Glenn A. Boles, Manager
Arkansas/Oklahoma Airports
District Office

U.S. Department
of Transportation
Federal Aviation
Administration

FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM

FY 2023 Airport Improvement Program (AIP)

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date	May 18, 2023
Airport/Planning Area	Bentonville Municipal/Louise M. Thaden Field Airport
FY2023 AIP Grant Number	3-05-0006-021-2023
Unique Entity Identifier	FLE5EGLSGK66

TO: City of Bentonville
(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a **Project Application dated May 4, 2023**, for a grant of Federal funds for a project at or associated with the Bentonville Municipal/Louise M. Thaden Field Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Bentonville Municipal/Louise M. Thaden Field Airport (herein called the "Project") consisting of the following:

Extend East Parallel Taxiway (Design)

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); Consolidated Appropriations Act, 2023 (Public Law 117-328); and the representations contained in the Project

Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay ninety (90) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this **Offer is $140,400.**

   The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b): **$140,400 for airport development.**

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

   a. Period of Performance:

      1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.

      2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods. (2 Code of Federal Regulations (CFR) § 200.1).

   b. Budget Period:

      1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph (2)(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.

      2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

   c. Close Out and Termination

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days. (2 CFR § 200.344).
2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.

3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.

4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.

5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.

6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, the regulations, and the Secretary's policies and procedures. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor **on or before July 14, 2023,** or such subsequent date as may be prescribed in writing by the FAA.

9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share

or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.

11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

    a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

    b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at https://sam.gov/content/entity-registration.

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by $25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

    The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

    The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

    An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any

steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.

17. **Build America, Buy America.** The Sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).

18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant Offer:

    a. May not be increased for a planning project;

    b. May be increased by not more than 15 percent for development projects if funds are available;

    c. May be increased by not more than the greater of the following for a land project, if funds are available:

        1. 15 percent; or

        2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

    If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**

    PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than $750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

    a. Verify the non-Federal entity is eligible to participate in this Federal program by:

        1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or

        2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or

3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.

b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.

c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

21. **Ban on Texting While Driving.**

a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.

2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. **Trafficking in Persons.**

a. *Posting of contact information.*

1. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.

b. *Provisions applicable to a recipient that is a private entity.*

1. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:

i. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;

ii. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or

iii. Use forced labor in the performance of the Grant or any subgrants under this Grant.

2. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity –

i. Is determined to have violated a prohibition in paragraph (a) of this Grant Condition; or

ii. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (a) of this Grant Condition through conduct that is either –

a) Associated with performance under this Grant; or

b) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.

c. *Provision applicable to a recipient other than a private entity*. We as the Federal awarding agency may unilaterally terminate this Grant, without penalty, if a subrecipient that is a private entity –

1. Is determined to have violated an applicable prohibition in paragraph (a) of this Grant Condition; or

2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated an applicable prohibition in paragraph (a) of this Grant Condition through conduct that is either –

i. Associated with performance under this Grant; or

ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.

d. *Provisions applicable to any recipient.*

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) of this Grant Condition.

2. Our right to terminate unilaterally that is described in paragraph (a) or (b) of this Grant Condition:

i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended [22 U.S.C. § 7104(g)], and

ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant.

3. You must include the requirements of paragraph (a) of this Grant Condition in any subgrant you make to a private entity.

e. *Definitions*. For purposes of this Grant Condition:

1. "Employee" means either:

i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Grant; or

ii. Another person engaged in the performance of the project or program under this Grant and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

2. "Force labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. "Private entity":

i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25.

ii. Includes:

a) A nonprofit organization, including any nonprofit institute of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).

b) A for-profit organization.

4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).

23. **AIP Funded Work Included in a PFC Application.** Within 90 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated 2/26/21 is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.

25. **Employee Protection from Reprisal.**

a. Prohibition of Reprisals

1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:

i. Gross mismanagement of a Federal grant;
ii. Gross waste of Federal funds;
iii. An abuse of authority relating to implementation or use of Federal funds;
iv. A substantial and specific danger to public health or safety; or

v. A violation of law, rule, or regulation related to a Federal grant.

2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:

i. A member of Congress or a representative of a committee of Congress;
ii. An Inspector General;
iii. The Government Accountability Office;
iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
v. A court or grand jury;
vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
vii. An authorized official of the Department of Justice or other law enforcement agency.

b. Investigation of Complaints.

1. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.

2. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.

3. Required Actions of the Inspector General. Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).

c. Remedy and Enforcement Authority.

1. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).

26. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)] and 2 CFR § 200.216.

27. **Critical Infrastructure Security and Resilience.** The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in their project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.

SPECIAL CONDITIONS

28. **Design Grant.** This Grant Agreement is being issued in order to complete the design of the project. The Sponsor understands and agrees that within 2 years after the design is completed

that the Sponsor will accept, subject to the availability of the amount of Federal funding identified in the Airport Capital Improvement Plan (ACIP), a grant to complete the construction of the project in order to provide a useful and useable unit of work. The Sponsor also understands that if the FAA has provided Federal funding to complete the design for the project, and the Sponsor has not completed the design within four (4) years from the execution of this Grant Agreement, the FAA may suspend or terminate grants related to the design.

29. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, ensuring the Future Is Made in All of America by All of America's Workers.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[1]

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

[redacted] 11:48 CDT)

(Signature)

Glenn Boles

(Typed Name)

Manager, AR/OK Airports District Office

(Title of FAA Official)

[1] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[2]

Dated May 18, 2023

City of Bentonville

(Name of Sponsor)

[redacted]ay 18, 2023 13:10 MDT)

(Signature of Sponsor's Authorized Official)

By: Stephanie Orman

(Typed Name of Sponsor's Authorized Official)

Title: Mayor Of Bentonville

(Title of Sponsor's Authorized Official)

[2] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Bonnie Bridges , acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Arkansas. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); Consolidated Appropriations Act, 2023 (Public Law 117-328); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[3]

Dated at May 18, 2023

[redacted]

By: Bonnie Bridges (May 18, 2023 14:14 CDT)

(Signature of Sponsor's Attorney)

[3] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

   The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

   The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

   Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

FEDERAL LEGISLATION

a. 49, U.S.C., subtitle VII, as amended.
b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.[1]
c. Federal Fair Labor Standards Act - 29 U.S.C. § 201, et seq.
d. Hatch Act – 5 U.S.C. § 1501, et seq.[2]
e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.[1], [2]
f. National Historic Preservation Act of 1966 – Section 106 - 54 U.S.C. § 306108.1.[1]
g. Archeological and Historic Preservation Act of 1974 - 54 U.S.C. § 312501, et seq.[1]
h. Native Americans Grave Repatriation Act - 25 U.S.C. Section § 3001, et seq.
i. Clean Air Act, P.L. 90-148, as amended - 42 U.S.C. § 7401, et seq.
j. Coastal Zone Management Act, P.L. 92-583, as amended - 16 U.S.C. § 1451, et seq.
k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.[1]
l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
m. Rehabilitation Act of 1973 - 29 U.S.C. § 794.
n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
p. Age Discrimination Act of 1975 - 42 U.S.C. § 6101, et seq.
q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
r. Architectural Barriers Act of 1968, as amended - 42 U.S.C. § 4151, et seq.[1]
s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 - 42 U.S.C. § 8373.[1]
t. Contract Work Hours and Safety Standards Act - 40 U.S.C. § 3701, et seq.[1]
u. Copeland Anti-kickback Act - 18 U.S.C. § 874.[1]
v. National Environmental Policy Act of 1969 - 42 U.S.C. § 4321, et seq.[1]
w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
x. Single Audit Act of 1984 - 31 U.S.C. § 7501, et seq.[2]
y. Drug-Free Workplace Act of 1988 - 41 U.S.C. §§ 8101 through 8105.
z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).

aa. Civil Rights Restoration Act of 1987, P.L. 100-259.

bb. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

a. Executive Order 11246 – Equal Employment Opportunity[1]

b. Executive Order 11990 – Protection of Wetlands

c. Executive Order 11998 – Flood Plain Management

d. Executive Order 12372 – Intergovernmental Review of Federal Programs

e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction[1]

f. Executive Order 12898 – Environmental Justice

g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency

h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government

i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation

j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers

k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.[4, 5]

c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.

d. 14 CFR Part 13 – Investigative and Enforcement Procedures.

e. 14 CFR Part 16 – Rules of Practice For Federally-Assisted Airport Enforcement Proceedings.

f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.

h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.

i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.[1]

j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.[1]

k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).[1]

l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).[1]

m. 49 CFR Part 20 – New Restrictions on Lobbying.

n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.

o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.

p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.[1 2]

q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.[1]

s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.

t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.

u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).

v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.

x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

[1] These laws do not apply to airport planning sponsors.
[2] These laws do not apply to private sponsors.
[3] 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
[4] Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
[5] Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or

document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.

g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United

States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of $2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, State and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

   1. Operating the airport's aeronautical facilities whenever required;
   2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
   3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:

   1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and

   2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.

g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the

revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95

b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

26. Reports and Inspections.

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:

1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;

3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and

4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The

sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:

   1. eliminate such adverse effect in a manner approved by the Secretary; or
   2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

   1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
   2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
   3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

   The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is

to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The (**City of Bentonville**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
    a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
    b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other

participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf) for AIP projects as of May 4, 2023.

35. Relocation and Real Property Acquisition.

a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.

b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.

c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:

   1. Describes the requests;
   2. Provides an explanation as to why the requests could not be accommodated; and
   3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.

b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

WORK ORDER NO. 03
CITY OF BENTONVILLE
EAST TAXIWAY EXTENSION (PHASE 2)
DESIGN AND BIDDING SERVICES
Garver Project No. 23A13191

This WORK ORDER ("Work Order") is made by and between the **City of Bentonville** (hereinafter referred to as "**Owner**") and **Garver, LLC**, (hereinafter referred to as "**Garver**" or "**Engineer**") in accordance with the provisions of the MASTER AGREEMENT FOR PROFESSIONAL SERVICES executed on October 14, 2021 (the "Agreement").

Under this Work Order, the Owner intends to make the following improvements at Bentonville Municipal Airport (VBT):

> Extend the east taxiway (Taxiway B) approximately 600 linear feet to the Runway 36 end, including lighting and signage on the east side of the airfield as shown in Exhibit C-03.

Garver will provide professional services related to these improvements as described herein. Terms not defined herein shall have the meaning assigned to them in the Agreement.

SECTION 1 - SCOPE OF SERVICES

1.1 Garver shall provide the following Services:
- 1.1.1 See Exhibit A-03, attached.

1.2 In addition to those obligations set forth in the Agreement, Owner shall:
- 1.2.1 Give thorough consideration to all documents and other information presented by Garver and informing Garver of all decisions within a reasonable time so as not to delay the Services.
- 1.2.2 Make provision for the Personnel of Garver to enter public and private lands as required for Garver to perform necessary preliminary surveys and other investigations required under the applicable Work Order.
- 1.2.3 Obtain the necessary lands, easements and right-of-way for the construction of the work. All costs associated with securing the necessary land interests, including property acquisition and/or easement document preparation, surveys, appraisals, and abstract work, shall be borne by the Owner outside of this Agreement, except as otherwise described in the Services under Section 1.1.
- 1.2.4 Furnish Garver such plans and records of construction and operation of existing facilities, available aerial photography, reports, surveys, or copies of the same, related to or bearing on the proposed work as may be in the possession of Owner. Such documents or data will be returned upon completion of the Services or at the request of Owner.
- 1.2.5 Furnish Garver a current boundary survey with easements of record plotted for the project property.
- 1.2.6 Pay all plan review and advertising costs in connection with the project.
- 1.2.7 Provide legal, accounting, and insurance counseling services necessary for the project and such auditing services as Owner may require.
- 1.2.8 Furnish permits, permit fees, and approvals from all governmental authorities having jurisdiction over the project and others as may be necessary for completion of the project.

SECTION 2 – PAYMENT

For the Services set forth above, Owner will pay Garver on a lump sum basis.

The table below presents a summary of the fee amounts and fee types for this Work Order.

WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
Surveying Services	$8,800	LUMP SUM
Geotechnical Services	$8,000	LUMP SUM
Preliminary Design	$86,600	LUMP SUM
Final Design	$39,400	LUMP SUM
Bidding Services	$8,600	LUMP SUM
Grant Closeout Services	$2,600	LUMP SUM
TOTAL FEE	**$154,000**	

The lump sum amount to be paid under this Work Order is **$154,000**. For informational purposes, a breakdown of Garver's estimated costs is included herein with approximate current hourly rates for each employee classification.

Additional Services (Extra Work). For services not described or included in Section 1, but requested by the Owner in writing, the Owner will pay Garver as expressly set forth in the applicable Amendment.

SECTION 3 – EXHIBITS

3.1 The following Appendices are attached to and made a part of this Work Order:
- 3.1.1 Exhibit A-03 – Scope of Services
- 3.1.2 Exhibit B-03 – Manhour Tables
- 3.1.3 Exhibit C-03 – Project Exhibit

This Work Order may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Approval and acceptance of this Work Order, including attachments listed in SECTION 3 – EXHIBITS, shall incorporate this document as part of the Agreement. Garver is authorized to being performance upon receipt of a copy of this Work Order signed by the Owner. The effective date of this Work Order shall be the last date written below.

CITY OF BENTONVILLE	GARVER, [redacted]
By: _____ *Signature*	By: _____ *Signature*
Name: _____ *Printed Name*	Name: Blake Roberson, P.E. *Printed Name*
Title: _____	Title: Senior Project Manager
Date: _____	Attest: [redacted]
Attest: _____	

EXHIBIT A-03
(SCOPE OF SERVICES)

Generally, the Scope of Services includes the following professional services for improvements to the East Taxiway (Taxiway B) at Bentonville Municipal Airport. Improvements will consist primarily of approximately 600 linear feet of new parallel taxiway to the Runway 36 end, including lighting and signage, on the east side of the airfield as shown in Exhibit C-03. More specifically, this Scope of Services includes the following professional engineering and surveying services:

- Surveying Services
- Geotechnical Services
- Design Services
    - 90% Final Design
    - 100% Issued for Bid
- Bidding Services
- Grant Closeout Services

1. SURVEYING SERVICES

1.1. Design Surveys. Garver will provide field survey data from field work for designing the project, and this survey will be tied to the Owner's control network.

1.2. Garver will conduct field surveys, utilizing radial topography methods, at intervals and for distances at and/or along the project site as appropriate for modeling the existing ground, including locations of pertinent features or improvements. Buildings and other structures, airfield pavements, streets, drainage features, airfield lights and signs, fences, trees over eight inches in diameter, visible utilities as well as those underground utilities marked by their owners and/or representatives, and any other pertinent topographic features that may be present at and/or along the project site, will be located. Control points will be established for use during construction. All surveys shall be conducted during normal working hours.

1.3. Garver will assemble data obtained during the performance of the field surveys in an AutoCAD Civil3D base map drawing to be utilized for design of the project.

2. GEOTECHNICAL SERVICES

2.1. Grubbs, Hoskyn, Barton & Wyatt, as a subconsultant to Garver, will be responsible for obtaining, interpreting, and evaluating geotechnical data necessary for the design of this project. The following is a summary of the geotechnical services provided under this Scope of Services.

2.2. Approximately three (3) borings will be taken at approximately 200-ft internvals long the length of the proposed taxiway and taxiway connector. Borings will be to a depth sufficient to determine the material properties of the natural subgrade, but shall be at least 10 feet deep. In addition, two (2) test pits will be excavated to collect bulk samples. All borings and test pits will be coordinated with the Owner prior to any work being performed. Geotechnical services will be completed during normal working hours.

3. DESIGN SERVICES

3.1. General: Garver will prepare detailed construction drawings, specifications, instructions to bidders, and general provisions and special provisions, all based on guides furnished to

Garver by the Owner and FAA, or internally developed by Garver. Contract Documents (Plans, Specifications, and Estimates) will be prepared for award of one (1) construction contract. These designs shall conform to the standards of practice ordinarily used by members of Garver's profession practicing under similar conditions and shall be submitted to the FAA office from which approval must be obtained.

3.2. Owner / Agency Coordination:Garver's project manager and/or design team will coordinate with the Owner as necessary to coordinate design decisions, site visits, document procurement, or other design needs.

3.3. Project Management Plan / Quality Control Procedures

5.3.1 Garver will develop a project specific project management plan. The project management plan will include the project background, scope of work, stakeholder contact information, project team organization and roles, design criteria, project schedule, deliverables, and quality control procedures.

5.3.2 Garver will complete quality control reviews for each deliverable prior to any design submission to Owner and/or FAA. Quality control reviews will be completed by qualified project managers and project engineers who are experienced in the relevant discipline and design elements under review. Weekly internal progress meetings will be held during all design phases to ensure adequate quality control throughout the design phases.

3.4. Environmental Coordination

3.4.1. Garver will develop a Stormwater Pollution Prevention Plan (SWPPP), including erosion control plans and details. Upon Owner review, the SWPPP and NOI shall be submitted to the Arkansas Department of Environmental Quality for review. Garver will incorporate comments from the review agency.

3.4.2. Garver will coordinate and complete documentation for submission to FAA to receive environmental clearance for the project. Documentation will include that required by the documented CATEX questionnaire of FAA SOP 5.0.

3.5. Airspace Analysis: Garver will prepare and submit the project to the FAA for permanent airspace clearance on the Obstruction Evaluation and Airport Airspace Analysis (OE/AAA) website and coordinate with FAA representatives.

3.6. Construction Safety and Phasing Plan

3.6.1. Garver will develop a construction safety and phasing plan (CSPP) for the project. During development of the CSPP, Garver will hold a meeting with Airport staff and other stakeholders at the Airport's request to obtain feedback regarding operations during each proposed phase of construction.

3.6.2. After receiving comments from the meeting, Garver will develop a preliminary CSPP for the Owner's review prior to submission to the FAA. After incorporating Owner comments, the CSPP will be submitted to FAA for review through the OE/AAA website.

3.7. Existing Conditions Review

3.7.1. Record Document Review: Garver will review record document data from the vicinity of the construction site to evaluate existing conditions. Record document data may include record drawings, record surveys, utility maps, GIS data, and previous design reports.

3.7.2. Site Visits: Garver's civil and electrical engineers will perform up to two (2) site visits to the project site to review existing conditions and evaluate survey and record document data.

3.8. Pavement Design: Garver will develop a fleet mix for the proposed project based on aircraft fleet data from the Traffic Flow Management System Counts (TFMSC), 5010 records, and FBO staff. Upon completion of the aircraft fleet mix, Garver will submit the fleet to the Owner for review. Upon approval by the Owner, Garver will use FAARFIELD and life cycle cost analysis methods to develop a recommendation for the most economical pavement design. Based on this analysis and discussions with the Owner, a pavement design for the project will be chosen.

3.9. Geometric Design: Garver will provide geometric design in accordance with FAA AC 150/5300-13 (latest edition) or other local standards. The following design criteria will be used for airfield design:

- Airplane Design Group (ADG) – II
- Aircraft Approach Category (AAC) – B
- Taxiway Design Group (TDG) – 2
- Critical Aircraft – Citation Sovereign / Falcon 7X

3.10. Modeling: Garver will develop preliminary vertical alignments based on the requirements of FAA AC 150/5300-13 (latest edition). Upon the completion of vertical alignments, assemblies will be developed based on the pavement design and corridors will be modeled for each taxiway alignment. Modeling will include all surface changes from centerline of corridor to tie into existing grade for the project site. At the completion of individual corridor developments, all corridors will be combined into a final grading surface. Modeling will be an iterative process to determine the most efficient design solution.

3.11. Grading and Drainage: Grading and drainage design shall be completed in accordance with FAA AC 150/5300-13 (Airport Design), FAA AC 150-5320-5 (Airport Drainage Design), and applicable local drainage codes.

3.12. Airfield Electrical

3.12.1. Airfield Lighting and Signage: Garver will provide electrical engineering services to design the new lighting improvements on the project including but not limited to the following: runway and taxiway edge lighting and guidance signage.

3.13. Utility Design and Coordination: It is expected that the following utilities will require relocation / modification as part of the project. Garver will coordinate with the Owner and applicable utility owners for utility relocation design. In addition to the utilities listed below, Garver will also design infrastructure for future utility extensions.

- Electric

Garver will furnish plans to all known utility owners potentially affected by the project at each stage of development. Garver shall conduct coordination meetings among all known affected utility owners to enable them to coordinate efforts for any necessary utility relocations. Garver will include the surveyed locations of the observable and marked utilities in the construction plans. Garver will also include proposed and/or relocated utility information in the construction plans as provided by the utility companies.

3.14. Plan Set Development

The following matrix details the plan drawings to be included in each design submittal.

Plan Set	Design Phase	
	90% Preliminary	100% Issued for Bid
Cover Sheet	X	X
Sheet Index	X	X
General Notes	X	X
Project Layout Plan	X	X
Survey Control Plan	X	X
Construction Safety Plans	X	X
Construction Safety Details	X	X
Existing Conditions Plans	X	X
Erosion Control Plans	X	X
Erosion Control Details	X	X
Demolition Plans	X	X
Demolition Details	X	X
Drainage Plans	X	X
Drainage Details	X	X
Utility Plans	X	X
Utility Details	X	X
Typical Sections	X	X
Paving Plans	X	X
Paving Details	X	X
Grading Plans	X	X
Grading Details	X	X
Elevation Plans	X	X
Elevation Details	X	X
Pavement Marking Plans	X	X
Pavement Marking Details	X	X
Electrical Notes	X	X
Lighting Removal Plans	X	X
Lighting Installation Plans	X	X
Lighting Details	X	X
Cross Sections	X	X

3.15. Specifications and Contract Documents

3.15.1. Technical Specifications: Detailed specifications shall be developed using FAA "Standards for Specifying Construction for Airports" AC 150/5370-10 (latest edition) or other appropriate standards approved for use by the FAA. Additional supplementary specifications will be developed for project requirements not covered by FAA AC150/5370-10 or when state or local standards are approved by the FAA.

3.15.2. Construction Contract Documents: Garver will develop construction contract documents based on EJCDC standards. A specimen copy of the General Provisions and applicable prevailing wage rates will be obtained by Garver from the FAA and/or Department of Labor as appropriate for incorporation into the specifications for the proposed project. Final construction contract documents will be submitted to the Owner for final review and approval.

3.16. Engineer's Report: Garver will prepare an Engineer's Report to outline the project's design criteria and design considerations. The report will discuss design decisions of all major project parameters. A summary of the sections to be included in the Engineer's Report are shown below:

- Executive Summary
- Project Background
- Existing Conditions
  - Site Survey
  - Geotechnical Investigation
  - Project Photographs
- Applicable AIP Standards
- Construction Safety and Phasing
- Geometric Design
- Pavement Design
- Drainage Design
- Airfield Lighting and Signage
- Pavement Markings
- Environmental Considerations
- Utility Design
- Miscellaneous Design Items
- Modifications to AIP Standards
- DBE Participation
- Project Schedule
- Engineer's Opinion of Probable Cost

3.17. Quantities and Engineer's Opinion of Probable Cost: Garver will develop detailed quantities in PDF format for use in construction cost estimating for each design phase. Quantities will be completed by pay item. Upon the completion of quantity development, Garver will review previous cost data and market conditions and complete an Engineer's Opinion of Probable Cost.

3.18. Design Services Submission and Meeting Summary: The following design submittal phases shall be included in the fee summary. A summary of each design phase and the associated review meetings is included below.

3.18.1. Conceptual Planning Meeting

3.18.1.1. Garver will attend a conceptual meeting with the City's planning department to review the project scope and project schedule.

3.18.2. 90% Preliminary Design

3.18.2.1. Garver will develop 90% design plans, specifications, and engineer's report and submit these to the Owner for review. It is anticipated that the Owner will review the design submission within two (2) weeks.

3.18.2.2. At the completion of the Owner review period, Garver will meet with the Owner to review the 90% design plans, specifications, and engineer's report and to receive Owner comments and direction. Garver will submit the preliminary plans, specifications, and engineer's report to the FAA after incorporating any Owner comments.

3.18.3. 100% Issued for Bid (IFB): Garver will develop 100% IFB plans and specifications and submit these to the Owner for review. Garver will furnish plans, specifications, and Engineer's Report to the Owner and FAA.

4. BIDDING SERVICES

4.1. Bidding. Garver will assist the Owner in advertising for and obtaining bids or negotiating proposals for one prime contract for construction, materials, equipment and services; and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend a pre-bid conference and receive and process deposits for Bidding Documents. The Owner will pay advertising costs outside of this contract.

4.2. Garver will issue addenda as appropriate to interpret, clarify or expand the Bidding Documents. Garver will consult with and advise the Owner as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the prime contractor(s) (herein called "Contractor(s)") for those portions of the work as to which such acceptability is required by the Bidding Documents. Garver will consult with the Owner concerning the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the Bidding Documents.

4.3. Garver will attend the bid opening, prepare a bid tabulation, and assist the Owner in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment, and services. Garver will assist the Owner in the execution of all contract documents and furnish a sufficient number of executed documents for the Owner, Contractor and FAA.

5. GRANT CLOSEOUT SERVICES

5.1. At the conclusion of construction, Garver will assist the Owner with grant closeout by providing a final project report which will include all necessary documents required for FAA grant closeout. In addition, Garver will prepare and assist the Owner in the application of a matching state grant.

6. PROJECT DELIVERABLES

6.1. The following deliverables will be submitted to the parties identified below. Unless otherwise noted below, all deliverables shall be electronic.

- 90% Preliminary Design Plans, Specifications, and Engineer's Report to the Owner and FAA.
- 100% Issued for Bid Plans, Specifications, and Engineer's Report to the Owner and FAA.
- Issued for Construction Plans and Specifications to the Owner, Contractor, and FAA.
    - Three hard copies to the Contractor
    - One copy to the FAA.
- Other electronic files as requested.

7. ADDITIONAL SERVICES

7.1. The following items are not included under this agreement but will be considered as additional services to be added under Amendment if requested by the Owner.

- Redesign for the Owner's convenience or due to changed conditions after previous alternate direction and/or approval.
- Deliverables beyond those listed herein.
- Design of any utility relocation.
- Engineering, architectural, or other professional services beyond those listed herein.
- Retaining walls or other significant structural design.
- Construction Administration Services, On-Site Construction Observation, and/or Construction Materials Testing.
- Environmental Handling and Documentation, including wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items.
- Coordination with FEMA and preparation/submittal of a CLOMR and/or LOMR.
- Services after construction, such as warranty follow-up, operations support, and Part 139 inspection support.

8. SCHEDULE

8.1. Garver shall begin work under this Agreement upon execution of this Agreement and shall complete the work within a mutually agreeable schedule with the Owner.

Exhibit B-03

City of Bentonville
VBT East Taxiway Extension (Phase 2) DS

Surveying Services

	WORK TASK DESCRIPTION	E-5	E-3	E-2	E-1	S-5	S-4	2-Man Crew (Survey)
		hr	hr	hr	hr	hr	hr	hr
1.	**Surveys - Topographic**							
	Coordina ion and Adminstra ion	1		2	1			
	Survey Layout Map			1	2	1		
	Review of Existing Control Points							4
	Topographic Surveys							16
	Data Processing/DTM Prepara ion				2	2	8	
	QC Review of Survey Data			1	2			
	Subtotal - Surveys - Topographic	**1**	**0**	**4**	**7**	**3**	**8**	**20**

Hours	**1 0 4 7 3 8 20**
SUBTOTAL - SALARIES:	**$2,589.00**
LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:	**$4,945.25**
DIRECT NON-LABOR EXPENSES	
Document Printing/Reproduction/Assembly	$73.11
Survey Supplies	$50.00
Travel Costs (2 trips @ 10 mi/trip)	$12.50
SUBTOTAL - DIRECT NON-LABOR EXPENSES:	**$135.61**
SUBTOTAL:	**$7,669.86**
SUBCONSULTANTS FEE:	**$0.00**
PROFESSIONAL FEE	**$1,130.14**
TOTAL FEE:	**$8,800.00**

Exhibit B-03

City of Bentonville
VBT East Taxiway Extension (Phase 2) DS

Geotechnical Services

	WORK TASK DESCRIPTION	E-5	E-4	E-3	E-2	D-2	T-2	C-2
		hr	hr	hr	hr	hr	hr	hr
1.	**Civil Engineering**							
	Coordinate with Geotechnical Subconsultant				2		2	
	Develop Geotechnical Subconsultant Agreement				2			
	Develop Geotechnical Field Work Exhibits	1			1			
	Geotechnical Report Review	1			2			
	Subtotal - Civil Engineering	**2**	**0**	**0**	**7**	**0**	**2**	**0**
	Hours	**2**	**0**	**0**	**7**	**0**	**2**	**0**

SUBTOTAL - SALARIES:	**$584.13**
LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:	**$1,115.75**
DIRECT NON-LABOR EXPENSES	
Document Printing/Reproduction/Assembly	$20.14
Postage/Freight/Courier	$25.00
Travel Costs	$0.00
SUBTOTAL - DIRECT NON-LABOR EXPENSES:	**$45.14**
SUBTOTAL:	**$1,745.02**
SUBCONSULTANTS FEE (GRUBBS):	**$6,000.00**
PROFESSIONAL FEE	**$254.98**
TOTAL FEE:	**$8,000.00**

Exhibit B-03

City of Bentonville
VBT East Taxiway Extension (Phase 2) DS

Preliminary Design

WORK TASK DESCRIPTION	E-5	E-4	E-3	E-2	D-2	T-2	C-2
	hr	hr	hr	hr	hr	hr	hr
1. Project Administration							
Development of QC Plan				1		4	
Internal Kickoff Meeting	1			2		2	
Conceptual Planning Meeting				2		2	
Coordina ion with FAA	1			2		8	
Coordina ion with Owner	1			4		4	
U ility Coordination				2		4	
Airport Board Meetings (3)				6		6	
Internal Monthly Progress Mee ings (12)	6			18		18	
Site Visit (4 people, 2 trips)				16		16	
CSPP Review Meeting (2 people, virtual)				2		2	
Prepare for Pre-Application Meeting				2		4	
Attend Pre-Application Meeting with City of Bentonville (2 People, virtual)				2		2	
Prepare and Distribute Pre-Application Meeting Minutes and Tasks				1		2	
Subtotal - Project Administration	**9**	**0**	**0**	**60**	**0**	**74**	**0**
2. Civil Engineering							
Base Map Setup				1		4	
Establish Design Criteria and Parameters	2			2		2	
Review As-Built Drawings				1		2	
Develop Preliminary Construction Safety and Phasing Plan				2		6	
CSPP Submission to FAA Through OEAAA				1		2	
Develop Geometric Layout	1			2		6	
Develop Horizontal Alignments	1			2		12	
Develop Vertical Alignments & 3D Model	1			4		24	
Develop Fleet Mix using available data (TFMSC, 5010, etc.)				1		4	
Develop Pavement Design				1		2	
Drainage Design & Report				2		24	
Preliminary Plans							
Cover Sheet & Index of Sheets (1)				1		2	
Project Layout & Survey Control Plan (1)				1		2	
General Notes (1)				1		2	
Construction Safety Plans (3)				2		6	
Construction Safety Details (1)				1		1	
Exis ing Conditions Plans (2)				1		4	
Erosion Control Plans (2)				1		4	
Erosion Control Details (1)				1		2	
Demolition Plans (2)				2		6	
Demolition Details (1)				1		2	
Grading & Drainage Plans (2)				2		8	
Drainage Details (2)				1		2	
Utility Plans (1)				1		2	
Utility Details (1)				1		2	
Typical Sections (2)				2		6	
Paving Plans (2)				2		8	
Paving Details (1)				1		2	
Pavement Marking Plans (2)				1		4	
Pavement Marking Details (1)				1		2	
Cross Sections				2		8	
Develop Preliminary Construction Contract Documents	1			2		4	
Develop Preliminary Technical Specifications	1			2		8	
Develop Preliminary Supplemental Specifications	1			2		8	
Develop Preliminary Quantities				2		8	
Develop Preliminary Opinions of Probable Construction Costs				2		4	
Preliminary Engineer's Report				4		16	
Internal Quality Control (QC) Review	4			8			8
Incorporate QC Review Comments				2		16	
Incorporate Preliminary Owner Review Comments				2		4	
Prepare and Submit Permanent Airspace Study				1		2	
Develop SWPPP				2		4	

Exhibit B-03

City of Bentonville
VBT East Taxiway Extension (Phase 2) DS

Preliminary Design

WORK TASK DESCRIPTION	E-5	E-4	E-3	E-2	D-2	T-2	C-2
	hr	hr	hr	hr	hr	hr	hr
Subtotal - Civil Engineering	**12**	**0**	**0**	**74**	**0**	**237**	**8**
3. Electrical Engineering							
Review As-Built Drawings				1		2	
CCR Load Calcula ions				2		4	
Develop One-Line Diagram				1		4	
Preliminary Engineer's Report				2		4	
Preliminary Plans							
Electrical Notes (1)				1		2	
Lighting Removal Plans (2)				2		8	
Lighting Installation Plans (2)				4		16	
Lighting Details (10)				2		8	
Develop Preliminary Technical Specifications				2		4	
Develop Preliminary Supplemental Specifications				2		4	
Develop Preliminary Quantities				2		8	
Develop Preliminary Opinions of Probable Construction Costs				2		4	
Internal Quality Control (QC) Review		8		8			
Incorporate QC Review Comments				2		8	
Incorporate Preliminary Owner Review Comments				1		2	
Subtotal - Electrical Engineering	**0**	**8**	**0**	**34**	**0**	**78**	**0**
Hours	**21**	**8**	**0**	**168**	**0**	**389**	**8**

SUBTOTAL - SALARIES:	**$25,850.04**
LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:	**$49,376.16**
DIRECT NON-LABOR EXPENSES	
Document Prin ing/Reproduction/Assembly	$52.37
Postage/Freight/Courier	$25.00
Travel Costs (2 trips @ 10 miles/trip)	$12.50
SUBTOTAL - DIRECT NON-LABOR EXPENSES:	**$89.87**
SUBTOTAL:	**$75,316.07**
SUBCONSULTANTS FEE:	**$0.00**
PROFESSIONAL FEE	**$11,283.93**
TOTAL FEE:	**$86,600.00**

Exhibit B-03

City of Bentonville
VBT East Taxiway Extension (Phase 2) DS

Final Design

WORK TASK DESCRIPTION	E-5	E-4	E-3	E-2	D-2	T-2	C-2
	hr	hr	hr	hr	hr	hr	hr
1. Project Administration							
Coordina ion with FAA	1			2		8	
Coordina ion with Owner	1			4		4	
Airport Board Meetings (2)				4		4	
Internal Weekly Progress Meetings (8 weeks)	4			12		12	
Prepare for Final Plan Review Meeting				1		2	
Attend Final Plan Review Meeting (2 People, virtual)				1		2	
Subtotal - Project Administration	**6**	**0**	**0**	**24**	**0**	**32**	**0**
2. Civil Engineering							
Incorporate Owner/FAA/State CSPP Comments				1		2	
Prepare Final Construction Safety and Phasing Plan				1		2	
Update Vertical Alignments & 3D Model				1		8	
Drainage Design & Report Updates				1		8	
Final Plans							
Cover Sheet & Index of Sheets (1)				1		1	
Project Layout & Survey Control Plan (1)				1		1	
General Notes (1)				1		1	
Construction Safety Plans (3)				1		4	
Construction Safety Details (1)				1		1	
Exis ing Conditions Plans (2)				1		2	
Erosion Control Plans (2)				1		2	
Erosion Control Details (1)				1		1	
Demolition Plans (2)				1		4	
Demolition Details (1)				1		2	
Grading & Drainage Plans (2)				1		4	
Drainage Details (2)				1		1	
Utility Plans (1)				1		1	
Utility Details (1)				1		1	
Typical Sections (2)				1		4	
Paving Plans (2)				1		4	
Paving Details (1)				1		1	
Pavement Marking Plans (2)				1		2	
Pavement Marking Details (1)				1		1	
Cross Sections				1		4	
Develop Final Construc ion Contract Documents	1			1		2	
Develop Final Technical Specifications	1			1		4	
Develop Final Supplemental Specifications	1			1		4	
Develop Final Quantities				1		4	
Develop Final Opinions of Probable Construction Costs				1		2	
Final Engineer's Report				1		4	
Internal Quality Control (QC) Review	4			4			4
Incorporate QC Review Comments				2		12	
Incorporate Final Owner Review Comments				1		2	
Submit SWPPP to DEQ				1		2	
Subtotal - Civil Engineering	**7**	**0**	**0**	**38**	**0**	**98**	**4**

Exhibit B-03

City of Bentonville
VBT East Taxiway Extension (Phase 2) DS

Final Design

WORK TASK DESCRIPTION	E-5	E-4	E-3	E-2	D-2	T-2	C-2
	hr	hr	hr	hr	hr	hr	hr
3. Electrical Engineering							
CCR Load Calcula ions				1		2	
Update One-Line Diagram				1		2	
Final Engineer's Report				1		2	
Final Plans							
Electrical Notes (1)				1		1	
Lighting Removal Plans (2)				1		4	
Lighting Installation Plans (2)				1		4	
Lighting Details (10)				1		4	
Develop Final Technical Specifications				1		2	
Develop Final Supplemental Specifications				1		2	
Develop Final Quantities				1		4	
Develop Final Opinions of Probable Construction Costs				1		2	
Internal Quality Control (QC) Review		4		4			
Incorporate QC Review Comments				1		4	
Incorporate Final Owner Review Comments				1		2	
Subtotal - Electrical Engineering	**0**	**4**	**0**	**17**	**0**	**35**	**0**

Hours	**13**	**4**	**0**	**79**	**0**	**165**	**4**

SUBTOTAL - SALARIES:	**$11,752.97**
LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:	**$22,449.35**
DIRECT NON-LABOR EXPENSES	
Document Prin ing/Reproduction/Assembly	$42.33
Postage/Freight/Courier	$25.00
Travel Costs	$0.00
SUBTOTAL - DIRECT NON-LABOR EXPENSES:	**$67.33**
SUBTOTAL:	**$34,269.65**
SUBCONSULTANTS FEE:	**$0.00**
PROFESSIONAL FEE	**$5,130.35**
TOTAL FEE:	**$39,400.00**

Exhibit B-03

City of Bentonville
VBT East Taxiway Extension (Phase 2) DS

Bidding Services

WORK TASK DESCRIPTION	E-5	E-4	E-3	E-2	D-2	T-2	C-2
	hr	hr	hr	hr	hr	hr	hr
1. Civil Engineering							
Upload Bid Documents to Plan Room						1	
Dispense Plans and Specs to Prospective Bidders						1	
Review and Respond to Request for Information (RFI)	1			1		2	
Draft and Distribute Addendums				2		4	
Prepare for Pre-Bid Meeting				1		4	
Attend Pre-Bid Meeting (2 people, virtual)				1		1	
Bid Opening (2 people, on-site)				2		4	
Prepare Bid Tabula ion				1		2	
Draft and Submit FAA Grant Application				4		10	
Evaluate Bids and Prepare Recommendation of Award				1		4	
Prepare Contract Documents				1		2	
Prepare Issued for Construction Plans and Specifications				2		4	
Subtotal - Civil Engineering	**1**	**0**	**0**	**16**	**0**	**39**	**0**
2. Electrical Engineering							
Draft Addendums				1		2	
Attend Pre-Bid Meeting (1 person, virtual)				1			
Subtotal - Electrical Engineering	**0**	**0**	**0**	**2**	**0**	**2**	**0**
Hours	**1**	**0**	**0**	**18**	**0**	**41**	**0**

SUBTOTAL - SALARIES:	**$2,539.46**
LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:	**$4,850.62**
DIRECT NON-LABOR EXPENSES	
Document Printing/Reproduction/Assembly	$45.16
Postage/Freight/Courier	$50.00
Travel Costs (1 trip @ 10 mi/trip)	$6.25
SUBTOTAL - DIRECT NON-LABOR EXPENSES:	**$101.41**
SUBTOTAL:	**$7,491.49**
SUBCONSULTANTS FEE:	**$0.00**
PROFESSIONAL FEE	**$1,108.51**
TOTAL FEE:	**$8,600.00**

Exhibit B-03

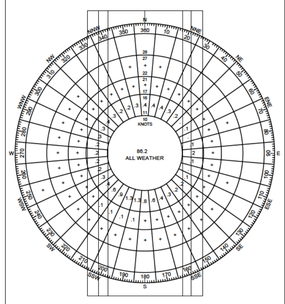
City of Bentonville
VBT East Taxiway Extension (Phase 2) DS

Grant Closeout Services

WORK TASK DESCRIPTION	E-5	E-4	E-3	E-2	D-2	T-2	C-2
	hr	hr	hr	hr	hr	hr	hr
1. Civil Engineering							
FAA Closeout Documents				2		12	
ADA Closeout Documents				1		4	
Subtotal - Civil Engineering	**0**	**0**	**0**	**3**	**0**	**16**	**0**
Hours	**0**	**0**	**0**	**3**	**0**	**16**	**0**

SUBTOTAL - SALARIES:	**$763.13**
LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:	**$1,457.65**
DIRECT NON-LABOR EXPENSES	
Document Printing/Reproduction/Assembly	$46.10
Postage/Freight/Courier	$0.00
Travel Costs	$0.00
SUBTOTAL - DIRECT NON-LABOR EXPENSES:	**$46.10**
SUBTOTAL:	**$2,266.88**
SUBCONSULTANTS FEE:	**$0.00**
PROFESSIONAL FEE	**$333.12**
TOTAL FEE:	**$2,600.00**

ALL WEATHER WIND ROSE



RUNWAY	10.5 KNOTS	13 KNOTS	16 KNOTS
18-36	96.6%	98.4%	99.7%

WIND DATA PERIOD: 2004-2014
SOURCE: VBT AWOS, FAA AGIS WEBSITE
STATION: #72444

AIRPORT DATA TABLE

	EXISTING	ULTIMATE
AIRPORT REFERENCE CODE (ARC)	B-II	SAME
AIRPORT ELEVATION (MSL)	1298'	SAME
AIRPORT REFERENCE POINT LAT/LONG (NAD 83)	N 36° 20' 42.9026" W 94° 13' 09.6861"	N 36° 20' 45.1400" W 94° 13' 10.1881"
MEAN DAILY MAX TEMPERATURE	89°	SAME
HOTTEST MONTH	AUGUST	SAME
NPIAS SERVICE LEVEL	GENERAL AVIATION	SAME
STATE EQUIVALENT SERVICE ROLE	LEVEL 2	SAME
TAXIWAY WIDTH	35' & 40'	SAME
TAXIWAY OBJECT FREE AREA (TOFA)	131'	SAME
TAXIWAY SAFETY AREA (TSA)	79'	SAME
TAXIWAY SHOULDER WIDTH	15'	SAME
TAXIWAY EDGE SAFETY MARGIN (TESM)	7.5'	SAME
TAXIWAY LIGHTING	MITL AT FILLETS	MITL
TAXIWAY MARKING	CENTERLINE,HOLD LINES	SAME
MAGNETIC VARIATION	1°46' E	N/A
DATE OF MAGNETIC VARIATION	2015	N/A
AIRPORT NAVAIDS	ROTATING BEACON, WIND SOCK, AWOS	ROTATING BEACON, WIND SOCK, AWOS, WIND TEE

LEGEND

	EXISTING	ULTIMATE
RUNWAY OBJECT FREE AREA	ROFA	ROFA
RUNWAY SAFETY AREA	RSA	RSA
RUNWAY OBSTACLE FREE ZONE	ROFZ	ROFZ
TAXIWAY OBJECT FREE AREA	TOFA	TOFA
APPROXIMATE BUILDING RESTRICTION LINE (BRL)	BRL	BRL
RUNWAY PROTECTION ZONE	RPZ	RPZ
TURF RUNWAY PROTECTION ZONE	N/A	RPZ
PART 77 RUNWAY APPROACH SURFACE	APP	APP
PART 77 TURF RUNWAY APPROACH SURFACE	N/A	APP
RWY GLIDE PATH QUALIFICATION SURFACE	GQS	GQS
RUNWAY THRESHOLD SITING SURFACE	TSS	TSS
TURF RUNWAY THRESHOLD SITING SURFACE	N/A	TSS
RUNWAY DEPARTURE SURFACE	DEP	DEP
TURF RUNWAY	N/A	
PAVEMENTS (ON AIRPORT)		
AIRPORT PROPERTY LINE		
BUILDINGS (ON AIRPORT)		
DEMOLITION	N/A	
NON-AVIATION DEVELOPMENT AREA	N/A	

	EXISTING	ULTIMATE
AIRPORT SURVEY MONUMENTS	△	△
ROTATING BEACON	☆	SAME
AIRPORT REFERENCE POINT	◒	◒
WIND CONE	⊙	SAME
WIND TEE	N/A	◯
AWOS (LIGHTED)	◍	◍
RTR FACILITY	⊕	⊕
PAPI	N/A	▪
REILS	▲	▲
THRESHOLD LIGHTS	▪▪▪▪	▪▪▪▪
TIE DOWN LOCATIONS	⊤	⊤
AVIGATION EASEMENT	N/A	
TREE LINE		SAME
EDGE OF WATER FEATURE / WETLAND		SAME
FENCE	— X — X —	
EXISTING PAVED ROADWAY		N/A
SURFACE CONTOUR	1290	SAME
APPROXIMATE LIMITS OF DEVELOPMENT		SAME

SCALE: 1"=300'
300 0 300 600 feet

MAGNETIC DEC.
1° 46' E (2015)

SIGNATURES

FEDERAL AVIATION ADMINISTRATION
SOUTHWEST REGION

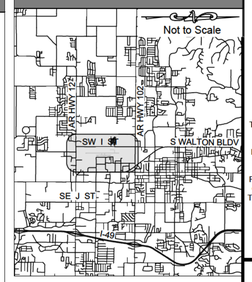
APPROVED - SUBJECT TO CONDITIONS IN THE LETTER OF CONDITIONAL APPROVAL INCLUDED IN THIS ELECTRONIC ALP

MANAGER, ARKANSAS / OKLAHOMA
AIRPORTS DISTRICT OFFICE

SPONSOR APPROVAL

STEPHANIE ORMAN, MAYOR
CITY OF BENTONVILLE, AR

VICINITY MAP



GARVER
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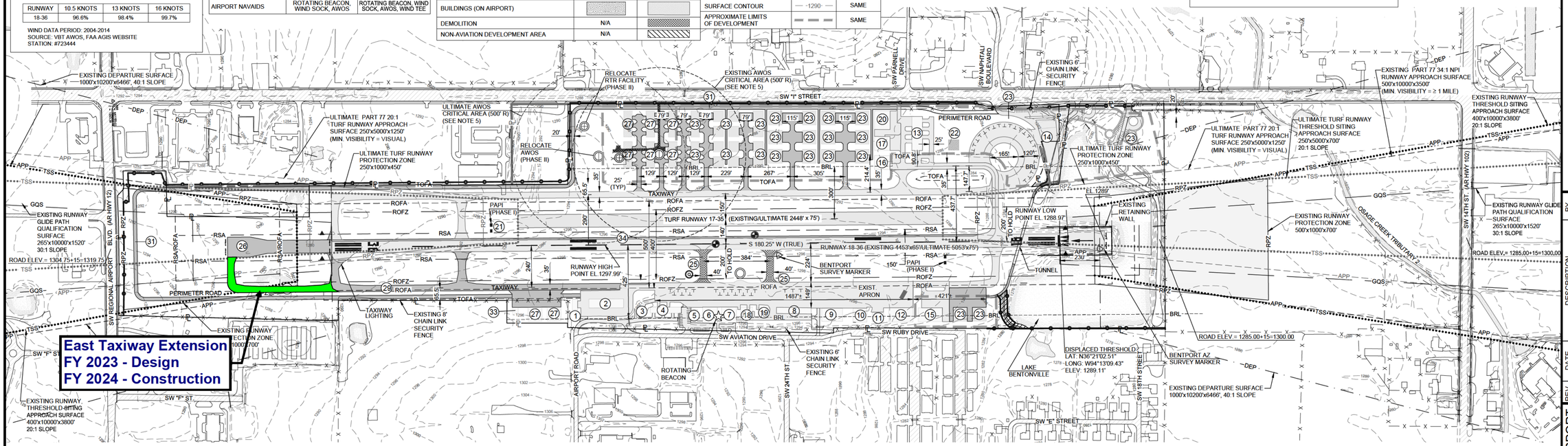


East Taxiway Extension
FY 2023 - Design
FY 2024 - Construction

RUNWAY 18-36 (PAVED) DECLARED DISTANCES

	RUNWAY 18		RUNWAY 36	
	EXISTING	ULTIMATE	EXISTING	ULTIMATE
TAKEOFF RUN AVAILABLE (TORA)	4453'	SAME	4453'	4796'
TAKEOFF DISTANCE AVAILABLE (TODA)	4453'	SAME	4453'	4796'
ACCELERATE-STOP DISTANCE AVAILABLE (ASDA)	4453'	5053'	4196'	4796'
LANDING DISTANCE AVAILABLE (LDA)	4196'	4796'	4196'	SAME

NOTES

1. FAA'S APPROVAL OF THIS AIRPORT LAYOUT PLAN (ALP) REPRESENTS ACCEPTANCE OF THE GENERAL LOCATION OF THE FUTURE FACILITIES DEPICTED. DURING THE PRELIMINARY DESIGN PHASE, THE AIRPORT OWNER IS REQUIRED TO SUBMIT FOR APPROVAL THE FINAL LOCATIONS, HEIGHTS AND EXTERIOR FINISHES OF STRUCTURES. FAA'S CONCERNS ARE OBSTRUCTIONS, IMPACT ON ELECTRONIC AIDS AND ADVERSE EFFECT ON CONTROLLER VIEW OF AIRCRAFT APPROACHES AND GROUND MOVEMENTS, WHICH COULD ADVERSELY AFFECT THE SAFETY, EFFICIENCY OR UTILITY OF THE AIRPORT.
2. ALL LATITUDE AND LONGITUDE COORDINATES ARE NORTH AMERICAN DATUM OF 1983 (NAD 83).
3. ALL ELEVATIONS ARE IN ACCORDANCE WITH NATIONAL MAP ACCURACY STANDARDS. GROUND SURVEYS ARE RECOMMENDED TO VERIFY ACCURACY. ALL ELEVATIONS ARE IN FEET ABOVE MEAN SEA LEVEL (NAVD 88). NO SURVEYS WERE OBTAINED FOR THIS UPDATE.
4. FOR CLARITY, THE RSA, ROFZ & ROFA NOTED ON THE DRAWING FOR RUNWAY 18-36 (PAVED) ARE BASED ON EXISTING RUNWAY CENTERLINE, NOT THE ULTIMATE CENTERLINE SHIFTED FIVE FEET WEST. THE FUTURE TURF RUNWAY RSA, ROFZ & ROFA ARE NOT SHOWN FOR CLARITY.
5. ADDITIONAL DEVELOPMENT RESTRICTIONS APPLY WITHIN 500' OF THE AWOS STRUCTURE TO PRESERVE THE PERFORMANCE OF THE VARIOUS WEATHER SENSORS. THESE RESTRICTIONS INCLUDE LIMITING OF STRUCTURE/BUILDING HEIGHTS RELATIVE TO THE ANEMOMETER HEIGHT AND VISIBILITY SENSOR. REFER TO FAA ORDER 6560-20B *SITING CRITERIA FOR AUTOMATED WEATHER OBSERVING SYSTEMS* (AWOS) FOR SPECIFICS.
6. THE POSITION OF THE BRL IS APPROXIMATE ONLY AND BASED ON A 25' BUILDING HEIGHT. ACTUAL BUILDING PLACEMENT AND HEIGHTS SHALL BE DICTATED BY PART 77 SURFACES, TOFA'S, AND NAVAID CRITICAL AREAS.
7. LAYOUT OF ULTIMATE HANGARS IS CONCEPTUAL AND MAY CHANGE PENDING TENANT NEEDS AND FINAL DESIGN.
8. TREE PENETRATIONS EXISTING IN THE EXIST. RUNWAY 18 TSS. SEE SHEET 5.
POWER POLE PENETRATIONS EXIST IN THE ULTIMATE RUNWAY 36 TSS. SEE SHEET 7.
9. CITY OF BENTONVILLE ZONING ORDINANCES:
   A. POLICY PF-39: THE CITY SHALL PROTECT THE FUNCTION OF THE MUNICIPAL AIRPORT BY LIMITING RESIDENTIAL ENCROACHMENT INTO APPROACH ZONES.
   B. POLICY PF-40: THE CITY SHALL REGULATE LAND USES, INTENSITIES, AND STRUCTURAL HEIGHTS TO PROTECT THE FUNCTIONALITY AND SAFETY OF LONG-TERM AIRPORT OPERATIONS.

BUILDING / FACILITIES INDEX TABLE

NO.	EXISTING	NO.	ULTIMATE	PHASE
1	STORAGE HANGAR			
2	T-HANGAR	21	PAPIS	I
3	FUEL FARM	22	MAINTENANCE/FUELING BLDG	I
4	T-HANGAR	23	HANGAR/ APRON/ FBO DVLP. (BOX/CORPORATE OR T-HANGARS)	I (SEE NOTE 5)
5	TERMINAL / FBO	24	CORPORATE HANGAR	I
6	CORPORATE HANGAR	25	TAXIWAY DEMOLITION	I
7	CORPORATE HANGAR	26	RUNWAY 36 EXTENSION	I
8	T-HANGAR	27	HANGAR/ APRON DEVELOPMENT (BOX/CORPORATE OR T-HANGARS)	II (SEE NOTE 5)
9	CORPORATE HANGAR			
10	CORPORATE HANGAR	28	TAXIWAY IMPROVEMENTS	I
11	CORPORATE HANGAR			
12	CORPORATE HANGAR	31	PERIMETER ROAD	III
13	T-HANGAR			
14	FLIGHT CENTER (FBO)	33	MAINTENANCE BUILDING	II
15	CORPORATE HANGAR	34	RUNWAY WIDENING/ LIGHTING IMPROVEMENTS	I
16	CORPORATE HANGAR			
17	BOX HANGAR			
18	BOX HANGAR			
19	BOX HANGAR			
20	CORPORATE HANGAR			

PHASING PROGRAM
I 0-5 YEARS
II 5-10 YEARS
III 10-20 YEARS

RUNWAY 18-36 (PAVED) DATA TABLE

DESCRIPTION	EXISTING RW 18	EXISTING RW 36	ULTIMATE RW 18	ULTIMATE RW 36
APPROACH VISIBILITY MINIMUMS	1 MILE	1 MILE	SAME	SAME
FAR PART 77 APPROACH SLOPE	34:1	34:1	SAME	SAME
RUNWAY MARKINGS	NPI	NPI	SAME	SAME
VISUAL APPROACH AIDS	MIRLS/REILS	MIRLS/REILS	MIRLS/REILS,PAPI	MIRLS/REILS,PAPI
INSTRUMENT APPROACH AIDS	VOR/DME,GPS	VOR/DME,GPS	SAME	SAME
RUNWAY END COORDINATES (NAD 83) LATITUDE LONGITUDE	N36°21'05.05" W94°13'09.40"	N36°20'21.02" W94°13'09.87"	SAME	N36°20'18.06" W94°13'09.83"
DISPLACED THRESHOLD COORDINATES (NAD 83) LATITUDE LONGITUDE	N36°21'02.51" W94°13'09.43"	N/A N/A	SAME	N36°20'21.02" W94°13'09.87"
RUNWAY END ELEVATION (MSL)	1289.30'	1292.54'	SAME	1292.5'±
RUNWAY HIGH POINT/LOW POINT ELEVATION (MSL)	1297.99' / 1288.97'		SAME	
DISPLACED THRESHOLD ELEV. (MSL)	1289.11'	N/A	SAME	1292.5'±
RUNWAY DESIGN CODE (RDC)	B-II-5000		SAME	
APPROACH REFERENCE CODE (APRC)	B-II-5000		SAME	
DEPARTURE REFERENCE CODE (DPRC)	B-II		SAME	
TRUE BEARING	180.25	.25	SAME	SAME
DIMENSIONS (LENGTH x WIDTH)	4453' x 65'		5053' x 75'	
SURFACE TYPE	ASPHALT		SAME	
PAVEMENT DESIGN STRENGTH (LBS)	S-12,500, D-21,500		D-45,000	
PAVEMENT CLASSIFICATION NUMBER (PCN)	21		SAME	
LIGHTING / SIGNAGE	MIRL		SAME	
MAXIMUM GRADE	0.99%		0.99%	
RUNWAY PROTECTION ZONE (RPZ)	500' x 1000' x 700'		SAME	
ROFZ DIMENSIONS	4853' x 400'		5453' x 400'	
RSA DIMENSIONS	4796' x 150'		5396' x 150'	
ROFA DIMENSIONS	4796' x 500'		5396' x 500'	
CRITICAL AIRCRAFT	CITATION SOVEREIGN		SAME	
WIND COVERAGE (ALL WEATHER)	98.4%		SAME	
CROSSWIND COMPONENT	13 KNOTS		SAME	
USABLE RUNWAY LENGTH	4453'	4196'	5053'	4796'
DISPLACED THRESHOLD	257'	N/A	SAME	600'
AERONAUTICAL SURVEY REQUIRED	NVGS + VGAS		SAME	

RUNWAY 17-35 (TURF) DATA TABLE

DESCRIPTION	ULTIMATE RW 17	ULTIMATE RW 35
APPROACH VISIBILITY MINIMUMS	VISUAL	VISUAL
FAR PART 77 APPROACH SLOPE	20:1	20:1
RUNWAY MARKINGS	N/A	N/A
VISUAL APPROACH AIDS	N/A	N/A
INSTRUMENT APPROACH AIDS	N/A	N/A
RUNWAY END COORDINATES (NAD 83) LATITUDE LONGITUDE	N36°20'55.86" W94°13'11.20"	N36°20'31.65" W94°13'11.42"
DISPLACED THRESHOLD COORDINATES (NAD 83) LATITUDE LONGITUDE	N/A N/A	N/A N/A
RUNWAY END ELEVATION (MSL)	1288.75'	1292.47'
RUNWAY HIGH POINT/LOW POINT ELEVATION (MSL)	1294.73' / 1288.75'	
DISPLACED THRESHOLD ELEV. (MSL)	N/A	
RUNWAY DESIGN CODE (RDC)	A-I(S)-VIS	
APPROACH REFERENCE CODE (APRC)	A-I(S)-VIS	
DEPARTURE REFERENCE CODE (DPRC)	A-I(S)	
TRUE BEARING	180.25	.25
DIMENSIONS (LENGTH x WIDTH)	2448' x 75'	
SURFACE TYPE	TURF	
PAVEMENT DESIGN STRENGTH (LBS)	N/A	
PAVEMENT CLASSIFICATION NUMBER (PCN)	N/A	
LIGHTING / SIGNAGE	N/A	
MAXIMUM GRADE	1.16%	
RUNWAY PROTECTION ZONE (RPZ)	250' x 1000' x 450'	
ROFZ DIMENSIONS	2848' x 120'	
RSA DIMENSIONS	2928' x 120'	
ROFA DIMENSIONS	2928' x 250'	
CRITICAL AIRCRAFT	CARBON CUB, STEARMAN	
WIND COVERAGE (ALL WEATHER)	96.6%	
CROSSWIND COMPONENT	10.5 KNOTS	
USABLE RUNWAY LENGTH	2448'	2448'
DISPLACED THRESHOLD	N/A	N/A
AERONAUTICAL SURVEY REQUIRED	NVGS	NVGS

MODIFICATIONS OF STANDARDS

NO.	STANDARD MODIFIED	PROPOSED ACTION	FAA CASE NO.	DATE APPROVED
1.	AC 150/5300-13A, FIGURE 23, TRANSVERSE GRADE LIMITATIONS FOR RUNWAYS/ RSA'S.	GRADE A NEW TURF RUNWAY AND RSA AT A CONTINUOUS TRANSVERSE CROSS SLOPE EQUAL TO 2% WITH NO CROWN.	—	6/25/15

NO.	REVISIONS	BY	DATE	APPROVALS SPONSOR/DATE	FAA/DATE	ADA/DATE
1.	PROPERTY LINE UPDATE	GARVER	3/17/17			
2.	WEST TAXIWAY CONSTRUCTED AND RUNWAY EXTENSION REMOVAL	GARVER	5/22/19			
3.	RUNWAY 36 DISPLACED THRESHOLD REMOVAL, RUNWAY 18 TUNNEL ADDED	GARVER	10/21/19			
4.	PROPERTY LINE UPDATE, RUNWAY 36 AND TAXIWAY EXTENSION ADDED	GARVER	2/26/21			

BENTONVILLE MUNICIPAL AIRPORT
BENTONVILLE, ARKANSAS

AIRPORT LAYOUT PLAN

AIRPORT LAYOUT PLAN

JOB NO.: 16041191
DATE: MARCH 2017
DESIGNED BY: SAM
DRAWN BY: SAM

BAR IS ONE INCH ON ORIGINAL DRAWING
0 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

DRAWING NUMBER
2

SHEET NUMBER

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ACCEPT A FAA GRANT IN THE AMOUNT OF ONE HUNDRED FORTY THOUSAND FOUR HUNDRED DOLLARS ($140,400.00); ADJUSTING THE 2023 BUDGET TO RECOGNIZE SAID FUNDS INTO ACCOUNT #101650-33110 – FEDERAL DIRECT GRANT; APPROPRIATING THE SAME INTO ACCOUNT #101650-47390 – IMPROVEMENT OTHER THAN BUILDING; ENTERING INTO WORK ORDER NO. 03 WITH GARVER ENGINEERING FOR DESIGN AND BIDDING SERVICES OF THE EAST TAXIWAY EXTENSION; AND FOR OTHER PURPOSES.

WHEREAS, this FAA grant will fund the majority of Work Order No. 03 with Garver Engineering, for the design and bidding services of the east taxiway extension (Taxiway B), with the remaining balance coming from already budgeted funds;

WHEREAS, this project includes approximately 600 linear feet to the Runway 36 end and includes lighting and signage on the east side of the airfield; 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 enter into a grant agreement with the FAA, in the amount of one hundred forty thousand four hundred dollars ($140,000.00) to fund Work Order No. 03 with Garver Engineering;

Section 2: The 2023 Budget is adjusted to recognize one hundred forty thousand four hundred dollars ($140,400.00) of grant funds into Account #101650-33110 – Federal Direct Grant and appropriate the same to Account #101650-47390 – Improvement other than Building;

Section 3: The Mayor and City Clerk are authorized to enter into Work Order No. 03 with Garver Engineering, in an amount not to exceed one hundred fifty-four thousand dollars ($154,000.00), for design and bidding services of the east taxiway extension (Taxiway B);

Section 4 - Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 5 - Repeal of Conflicting Resolutions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED this _____ day of _____, 2023.

APPROVED:

_____
STEPHANIE ORMAN, MAYOR

ATTEST:

_____
KIRBY ROMINES, CITY CLERK

Agenda Item Form

Date of City Council Meeting	**6/27/2023**
Department	**Airport**
Submitted by	**Debbie Griffin**
Phone	**479 254-2028**

Item Type: (*Check Applicable Item Type)*

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

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

Resolution accepting a grant in the amount of $213,000 from the Walton Family Foundation for grooving of the runway at the Bentonville Municipal airport and for a fence extension at Thaden Field. A budget adjustment is needed to recognize grant funds.

Estimated Cost	**$213,000.00**
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	**6/27/2023**
Department	**Airport**
Submitted by	**Debbie Griffin**
Phone	**479 254-2028**

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

To accept a grant in the amount of $213,000 from the Walton Family Foundation for grooving of the runway at the Bentonville Municipal Airport and for a fence extension at Thaden Field.

General Ledger Account Information*				
Org (Department)	**Object**	**Account Description**	**Revenue + (-)**	**Expense + (-)**
101650	**33810**	**Local Grants**	**$ 213,000.00**	
101650	**47390**	**Improv Other than Bldg/Other**		**$ 213,000.00**
		Totals	**$ 213,000.00**	**$ 213,000.00**
		Net Impact on Fund Balance	**$**	**-**

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

WALTON FAMILY FOUNDATION

Month XX, 2023

Mayor Stephanie Orman
City of Bentonville
305 SW A Street
Bentonville, AR 72712

RE: Grant 00109444

Dear Mayor Orman,

It is my pleasure to inform you that the Walton Family Foundation, Inc. ("Foundation" or "WFF") has approved a grant in the amount of $213,000.00 to the City of Bentonville ("Grantee"). The project term will be June 2023 to December 2023. This grant is at the recommendation of Steuart Walton and Tom Walton and is subject to the following terms and conditions:

1. **Purpose:** The purpose of the grant is to support runway18/36 Grooving ($200,000.00) and Fencing at Bentonville Municipal Airport ($13,000.00). Grantee agrees to use all grant funds exclusively for the grant's purposes. Any changes in these purposes must be authorized in advance by the Foundation in writing.
2. **Amount: $213,000.00 USD**

   Grant payments will be made as follows:

Installment	Amount	Requirement	Date
1	$213,000.00	Upon signature and return to the Foundation of this grant agreement	Month XX, 2023

3. **Payable:** This grant payment shall be initiated upon receipt of this completed agreement from Grantee acknowledging the terms and conditions set forth herein. Grantee should receive the initial installment electronically within 14 business days of completion.
4. **Accounting:**
   a. The Foundation encourages, whenever feasible, the deposit of grant funds in an interest-bearing account. For purposes of this agreement, the term "grant funds" includes the grant and any income earned thereon.
   b. Grantee will maintain records of receipts and expenditures made in connection

with the grant funds and will keep these records during the period covered by the Grantee's reporting obligations specified in the Reporting and Evaluation paragraph and for at least four years thereafter ("Maintenance Period"). Grantee will make its books and records in connection with the grant funds available for inspection by the Foundation during normal business hours as the Foundation may request at any time during the Maintenance Period.

5. **Reporting and Evaluation:** Grantee will provide the Foundation with a financial and narrative report by the due date listed in the report schedule below. The report shall include an account of expenditures of grant funds, and a brief narrative of what was accomplished (including a description of progress made in fulfilling the purposes of the grant and a confirmation of Grantee's compliance with the terms of the grant).

Report Type	Report Due Date
Final Report	December 31, 2023

All reports will be submitted electronically using the Foundation's online grants management system. Any questions regarding this process should be addressed to your contact listed in the Contact paragraph of this document, or by emailing smartsimplehelp@wffmail.com. Please reference Grant 00109444 on all communication.

Grantee payments are always contingent upon the Foundation's approval of Grantee's operations based on the above report and the Foundation's satisfaction with such information as it chooses to obtain from other sources.

6. **Representations:** Grantee represents and warrants to the Foundation that:
   a. Grantee is an organization in good standing, is either an organization described in section 501(c)(3) of the Internal Revenue Code ("Code") or a governmental unit, and is not a "private foundation" described in section 509(a) of the Code. Grantee will promptly notify the Foundation of any change in Grantee's tax status under the Code.
   b. In no event will Grantee use any grant funds:
      i. to carry on propaganda, or otherwise to attempt, to influence legislation;
      ii. to influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive; or
      iii. to undertake any activity other than for a charitable, educational or other exempt purpose specified in section 170(c)(2)(B) of the Code.
   c. Grantee will comply with all applicable laws and regulations.
   d. Grantee does not support, directly or indirectly, terrorist activities or violence of any kind, and takes reasonable steps to ensure that:
      i. Grantee's board, staff and volunteers have no dealings with, and do not support, terrorist activities or violence of any kind, and
      ii. grant funds will not ultimately be used to support terrorist activities or violence of any kind.
7. **Anti-Discrimination:** It is the Foundation's expectation that, in the application of Foundation's funds, Grantee will encourage equal opportunities for all and will not use the Foundation's funds to promote or engage in: exploitation, abuse, bullying,

harassment, criminal acts of violence, terrorism, hate crimes, or any behavior which would be considered a violation of federal anti-discrimination laws, which prohibit discrimination on the basis of age, race, national origin, religious beliefs, sex (including gender, pregnancy, sexual orientation, and gender identity), disability, and veteran status. It is also the Foundation's expectation that Grantee has established appropriate policies and procedures for training staff and receiving and addressing complaints regarding violence, exploitation, abuse, harassment, and discrimination, and other forms of misconduct.

8. **Repayment, Rescission, and/or Termination:** The Foundation, in its sole discretion, may discontinue or suspend funding, rescind payments made, require the return of any unspent funds, or terminate this agreement if any of the following events occur:
    a. Grantee ceases to maintain its tax-exempt status as described in paragraph 6(a) above;
    b. Grantee fails to comply with the terms of this agreement, including, but not limited to, failure to submit any required reports on a timely basis;
    c. There is a material change in Grantee's key personnel that in the sole opinion of the Foundation adversely affects Grantee's management of the grant;
    d. Grantee does not use funds for the purpose of this grant;
    e. The Foundation is not satisfied with the progress of the activities funded by this grant as measured in the performance measures in Appendix A;
    f. The Foundation determines that Grantee will be unable to achieve the purposes for which the grant was made;
    g. The Foundation becomes aware of actual or alleged acts or omissions to act by Grantee or one or more of Grantee's directors, officers, employees, volunteers, sub-grantees or contractors which the Foundation believes pose a reputational risk to the Foundation, and for which the Foundation determines Grantee has not taken immediate and effective remedial measures;
    h. There is an investigation or allegation of unlawful action or gross misconduct by Grantee, any officer, director, trustee, employee, or agent of Grantee, or any organization affiliated with Grantee, and the Foundation, in its sole discretion, determines such investigation or allegation to be credible; or
    i. The Foundation determines that making any payment, in the judgment of the Foundation, might expose the Foundation to liability, adverse tax consequences, or constitute a taxable expenditure.

    The Foundation will provide notice of any determinations made under this paragraph and, in its sole discretion, may provide Grantee up to 30 days to respond to and resolve the issues identified in the Foundation's notice. However, the determination to suspend funding, terminate, or continue the grant will remain in the Foundation's sole discretion.
9. **Release and Indemnity:** Unless prohibited by law, Grantee shall release, indemnify, defend and hold harmless the Foundation and its directors, officers, employees and agents from and against any and all claims, actions, suits, demands, damages, losses, expenses and liabilities, arising out of or related in any way to the actions or omissions of Grantee (or its directors, officers, employees, agents or contractors) in connection with the grant and the project funded by the grant, except to the extent caused by the Foundation's (or its directors', officers', employees' or agents') negligent actions or omissions. Grantee further agrees to carry insurance in such forms and amounts as are

commercially reasonable and appropriate to cover Grantee's operations and to enable Grantee to indemnify and defend the Foundation as provided hereunder.

10. **Grant Publicity:** Grant publicity related to this grant consistent with Grantee's normal practice is permitted, subject to the following provisions. The Foundation expects any announcements and other publicity to focus on Grantee's work and the project or issue funded by the grant. Recognition of the Foundation's role in funding the project is permitted, provided that the timing, content and strategic focus of such publicity should be approved by the Foundation contact listed in the Contact paragraph of this document. Publicizing the grant and the Foundation in Grantee's publications and communications in a manner consistent with similar grants obtained by Grantee is permitted. If publicized or recognized, the grant should be listed as from the "Walton Family Foundation."

    The Foundation may ask Grantee to provide illustrations, photographs, videos, recordings, information or other materials related to the grant (collectively "Grant Work Product") for use in Foundation communications including the Foundation's website, annual report, newsletters, board materials, presentations, communications and other publications. Grantee agrees to provide the Foundation with such items upon the Foundation's reasonable request and hereby grants to the Foundation and anyone acting under the authority of the Foundation a fully paid-up, world-wide, right and license to use, reproduce, display and distribute the Grant Work Product in connection with the Foundation's charitable operations and activities. In connection therewith, Grantee shall be responsible for obtaining all necessary rights and permissions from third parties for the Foundation to use the Grant Work Product for these purposes. By signing this agreement, Grantee also acknowledges and agrees to use by the Foundation of historical, programmatic and other information relating to Grantee and the grant hereunder.
11. **Gratuities:** The Foundation desires that all of Grantee's resources be dedicated to accomplishing its philanthropic purposes. Therefore, Grantee agrees that it will not furnish the Foundation or its Board of Directors, officers, staff or affiliates with any type of benefit related to this grant including tickets, tables, memberships, commemorative items, recognition items, or any other benefit or gratuity of any kind.
12. **Contact:** For all communications regarding this grant, your points of contact will be Chad Cox (phone 501-732-0658 or email ccox@runwaynwa.com) or Mary Katherine McKinley (phone 870-830-3895 or email mkmckinley@wppg.org). Please reference Grant 00109444 in your communication.

By electronically signing this grant agreement, the Grantee acknowledges and agrees to the terms and conditions herein. A copy of the completed document will be emailed to the Grantee through DocuSign. If the electronic signing of this agreement is not completed by Month XX, 2023, the Foundation will consider the Grantee to have declined the grant.

On behalf of the Foundation, I extend every good wish for the success of your organization's endeavors.

Sincerely,

Christie Yang
Secretary and General Counsel

ACKNOWLEDGED AND AGREED

By: _____

Mayor Stephanie Orman
City of Bentonville

cc: David Wright

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ACCEPT A GRANT, FROM THE WALTON FAMILY FOUNDATION, IN THE AMOUNT OF TWO HUNDRED THIRTEEN THOUSAND DOLLARS ($213,000.00); ADJUSTING THE 2023 BUDGET TO RECOGNIZE SAID FUNDS INTO ACCOUNT #101650-33810 – LOCAL GRANTS; APPROPRIATING THE SAME INTO ACCOUNT #101650-47390 – IMPROVEMENT OTHER THAN BUILDING; AND FOR OTHER PURPOSES.

WHEREAS, the Walton Family Foundation has awarded the City a grant in the amount of two hundred thirteen thousand dollars ($213,000.00);

WHEREAS, this will fund a runway grooving project at the Bentonville Municipal Airport and a fence extension at Thaden Field; 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 enter into a grant agreement with the Walton Family Foundation, in the amount of two hundred thirteen thousand dollars ($213,000.00) to fund runway grooving and a fence extension;

Section 2: The 2023 Budget is adjusted to recognize two hundred thirteen thousand dollars ($213,000.00) of grant funds into Account #101650-33810 – Local Grants and appropriate the same to Account #101650-47390 – Improvement other than Building;

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

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

PASSED this _____ day of _____, 2023.

APPROVED:

_____
STEPHANIE ORMAN, MAYOR

ATTEST:

_____
KIRBY ROMINES, CITY CLERK

Agenda Item Form

Date of City Council Meeting	**6/27/2023**
Department	**ENGINEERING**
Submitted by	**TRACY BILLINGS**
Phone	**(479) 696-0229**

Item Type: (*Check Applicable Item Type)*

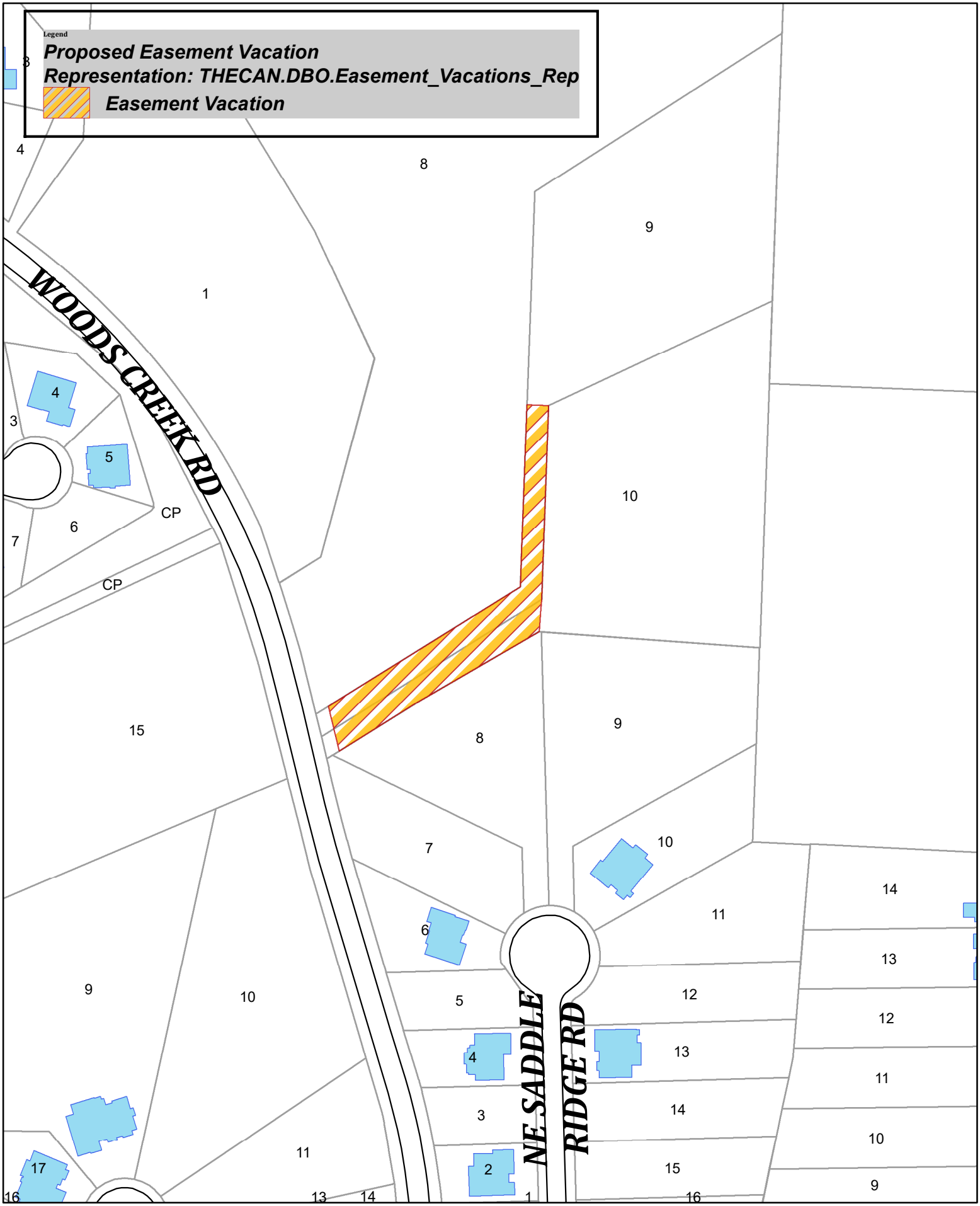
☐ Budget Adjustment	☐ Change Order	☐ Informational	☑ Ordinance	☐ Resolution	☐ Bid Award

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

Public hearing and ordinance vacating a Utility Easement Vacation requested for Lot 9-10 of East Ridge Subdivision (VAC23-0011).

Estimated Cost	
Is this Item Budgeted?	☐ Yes ☐ No

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



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VAC23-0011
Proposed Easement Vacation
284

1 inch = 167 feet

THE CITY OF BENTONVILLE

ORDINANCE NO_____

AN ORDINANCE VACATING A UTILITY EASEMENT LOCATED AT LOT 9 AND LOT 10 OF EAST RIDGE SUBDIVISION TO THE CITY OF BENTONVILLE, ARKANSAS, BENTON COUNTY ARKANSAS (VAC23-0011).

WHEREAS, a petition was filed with the City Council of the City of Bentonville, Arkansas, by Slo-Hko, LLC & Dupps Squared, Inc. asking the City Council to vacate a utility easement located in the City of Bentonville, Benton County, Arkansas, which portion is more particularly described as follows:

Part of Lots 9 and 10 of East Ridge Subdivision as recorded at Plat #L202305464, City of Bentonville, Benton County, Arkansas, being more particularly described as follows: Beginning at a found 1/2" rebar at the Southwesterly corner of said Lot 10; Thence N 13°41'49" W along the Westerly line of Lots 10 and 9, a distance of 63.16 feet to a found 5/8" rebar at the Northwesterly corner of said Lot 9; Thence N 58°07'47" E along the Northerly line of said Lot 9, a distance of 331.59 feet to a found 5/8" rebar; Thence N 02°05'27" E along the Northerly line of said Lot 9, a distance of 251.16 feet; Thence S 87°54'33" E, a distance of 30.00 feet to a found 5/8" rebar on the Northerly line of aforesaid Lot 10; Thence S 02°05'27" W along the Northerly line of said Lot 10, a distance of 267.12 feet to a found 5/8" rebar; Thence S 04°22'45" W, a distance of 44.71 feet to a found 1/2" rebar on the Southerly line of said Lot 10; Thence S 59°55'57" W along the Southerly line of said Lot 10, a distance of 192.53 feet to a found 1/2" rebar; Thence S 58°07'47" W along the Southerly line of said Lot 10, a distance of 148.38 feet to the Point of Beginning, containing 0.67 Acres more or less.
Less and Except the 20’ wide Utility Easement along the easterly Right of Way line of Woods Creek Rd Right of Way, per Plat #2013-527.

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

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

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

Part of Lots 9 and 10 of East Ridge Subdivision as recorded at Plat #L202305464, City of Bentonville, Benton County, Arkansas, being more particularly described as follows: Beginning at a found 1/2" rebar at the Southwesterly corner of said Lot 10; Thence N 13°41'49" W along the Westerly line of Lots 10 and 9, a distance of 63.16 feet to a found 5/8" rebar at the Northwesterly corner of said Lot 9; Thence N 58°07'47" E along the Northerly line of said Lot 9,

a distance of 331.59 feet to a found 5/8" rebar; Thence N 02°05'27" E along the Northerly line of said Lot 9, a distance of 251.16 feet; Thence S 87°54'33" E, a distance of 30.00 feet to a found 5/8" rebar on the Northerly line of aforesaid Lot 10; Thence S 02°05'27" W along the Northerly line of said Lot 10, a distance of 267.12 feet to a found 5/8" rebar; Thence S 04°22'45" W, a distance of 44.71 feet to a found 1/2" rebar on the Southerly line of said Lot 10; Thence S 59°55'57" W along the Southerly line of said Lot 10, a distance of 192.53 feet to a found 1/2" rebar; Thence S 58°07'47" W along the Southerly line of said Lot 10, a distance of 148.38 feet to the Point of Beginning, containing 0.67 Acres more or less.
Less and Except the 20' wide Utility Easement along the easterly Right of Way line of Woods Creek Rd Right of Way, per Plat #2013-527.

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

Section 3: This Ordinance shall take effect and be in force from and after its passage. The above and foregoing Ordinance was passed, approved, and adopted the _____ day of _____, 2023 at a regular meeting of the City Council of the City of Bentonville, Arkansas.

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

Agenda Item Form

Date of City Council Meeting	**6/27/2023**
Department	**ENGINEERING**
Submitted by	**TRACY BILLINGS**
Phone	**(479) 696-0229**

Item Type: (*Check Applicable Item Type)*

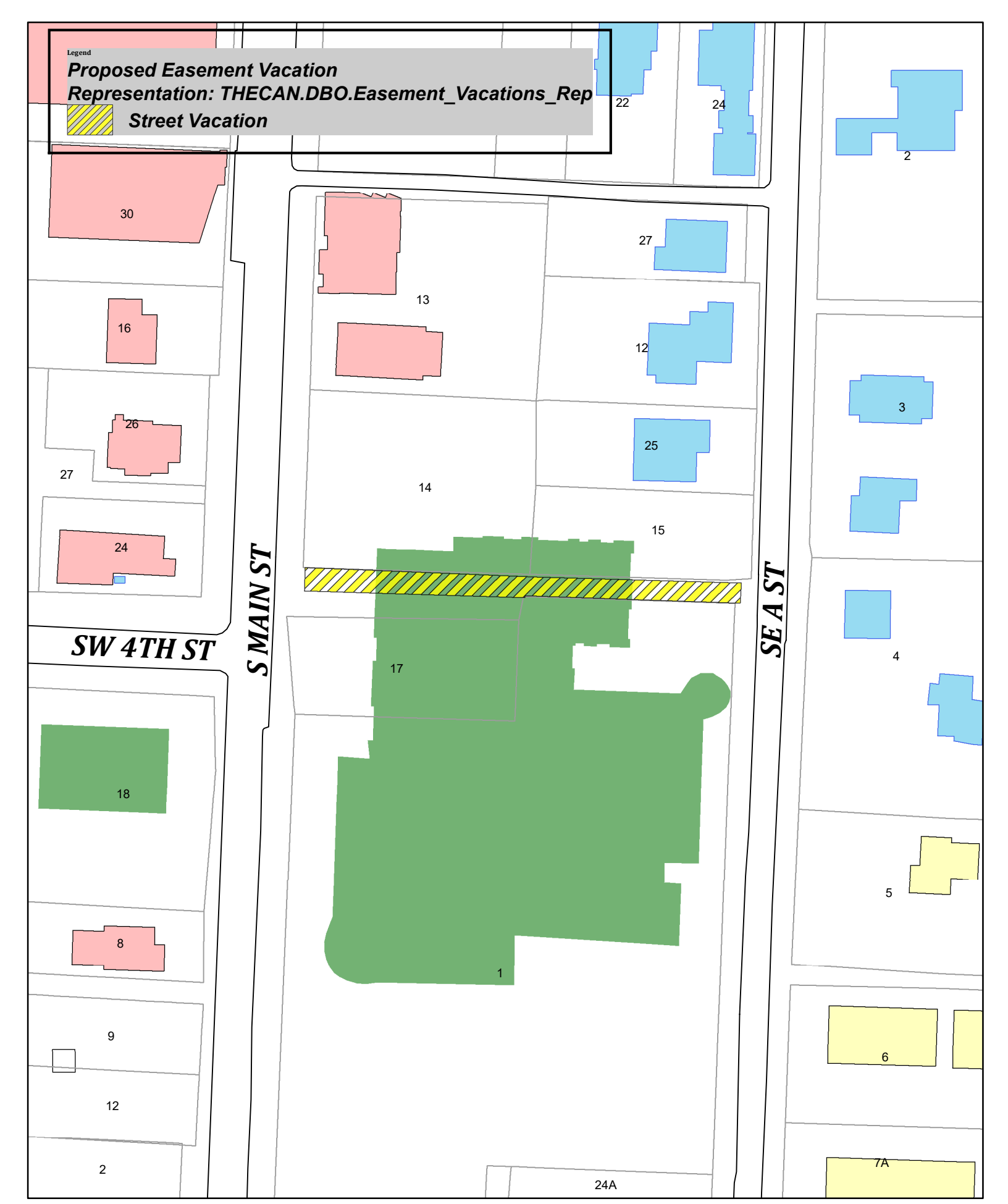
☐ Budget Adjustment	☐ Change Order	☐ Informational	☑ Ordinance	☐ Resolution	☐ Bid Award

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

Public hearing and ordinance vacating Right of Way Easement requested for 405 South Main Street, Library Phase 2, Lot 1 (VAC23-0012).

Estimated Cost	
Is this Item Budgeted?	☐ Yes ☐ No

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



N
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VAC23-0012
Proposed Street Right-of-Way Vacation
288

1 inch = 83 feet

THE CITY OF BENTONVILLE

ORDINANCE NO_____

AN ORDINANCE VACATING RIGHT OF WAY EASEMENT LOCATED AT 405 SOUTH MAIN STREET, LIBRARY PHASE 2, LOT 1 TO THE CITY OF BENTONVILLE, ARKANSAS, BENTON COUNTY ARKANSAS (VAC23-0012).

WHEREAS, a petition was filed with the City Council of the City of Bentonville, Arkansas, by Ecological Design Group asking the City Council to vacate right of way easement located in the City of Bentonville, Benton County, Arkansas, which portion is more particularly described as follows:

SOUTHEAST 4TH STREET RIGHT-OF-WAY VACATION LEGAL DESCRIPTION:
THE PLATTED RIGHT-OF-WAY OF SOUTHEAST 4TH STREET, LYING SOUTH OF AND ADJACENT TO THE SOUTH LINE OF BLOCK 3 OF RAILROAD ADDITION TO THE CITY OF BENTONVILLE, AS PER THE PLAT THEREOF FILED IN BOOK "A" AT PAGE 38, ALSO LYING WEST OF AND ADJACENT TO THE WEST MASTER STREET PLAN RIGHT-OF-WAY OF SOUTHEAST A STREET, ALSO LYING NORTH OF AND ADJACENT TO THE NORTH LINE OF LOT 1 OF LIBRARY ADDITION TO THE CITY OF BENTONVILLE, AS PER THE PLAT THEREOF FILED IN BOOK 2005 AT PAGE 759, ALSO LYING NORTH OF AND ADJACENT TO THE NORTH LINE OF LOT 17 IN BLOCK 3 OF RAILROAD ADDITION AS PER A FILED SURVEY PLAT FILED IN BOOK 15 AT PAGE 91, ALSO LYING EAST OF AND ADJACENT TO THE EAST MASTER STREET PLAN RIGHT-OF-WAY OF SOUTHEAST MAIN STREET, ALL BEING LOCATED IN SECTION 31, TOWNSHIP 20 NORTH, RANGE 30 WEST, BENTON COUNTY, ARKANSAS, SAID PLATTED RIGHT-OF-WAY OF SOUTHEAST 4TH STREET BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT THE INTERSECTION OF SAID EAST MASTER STREET PLAN RIGHT-OF-WAY OF SOUTHEAST MAIN STREET AND THE SOUTH LINE OF SAID BLOCK 3 OF RAILROAD ADDITION, SAID POINT BEING S87°41'20"E 2.19' FROM AN EXISTING REBAR MARKING THE SOUTHWEST CORNER OF SAID BLOCK 3 OF RAILROAD ADDITION AND RUNNING THENCE ALONG SAID SOUTH LINE S87°41'20"E 162.74' TO AN EXISTING REBAR MARKING THE SOUTHWEST CORNER OF LOT 15 IN SAID BLOCK 3 OF RAILROAD ADDITION, THENCE CONTINUING ALONG SAID SOUTH LINE S88°15'07"E 143.84' TO THE INTERSECTION OF SAID SOUTH BLOCK LINE AND THE WEST MASTER STREET PLAN RIGHT-OF-WAY OF SOUTHEAST A STREET, THENCE ALONG SAID WEST RIGHT-OF-WAY S03°56'40"W 14.01' TO THE NORTHEAST CORNER OF SAID LOT 1 OF LIBRARY ADDITION, THENCE ALONG THE NORTH LINE THEREOF N87°58'27"W 151.24', THENCE LEAVING SAID NORTH LINE S02°12'56"W 1.48' TO THE NORTHEAST CORNER OF SAID LOT 17 IN BLOCK 3 OF RAILROAD ADDITION, THENCE ALONG THE NORTH LINE THEREOF N88°18'26"W 154.93' TO THE INTERSECTION OF SAID NORTH LINE AND SAID EAST MASTER STREET PLAN RIGHT-OF-WAY OF SOUTHEAST MAIN STREET, THENCE ALONG SAID EAST RIGHT-OF-WAY N02°14'57"E 16.50' TO THE POINT OF BEGINNING, CONTAINING 0.10 ACRES, MORE OR LESS.

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

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

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

SOUTHEAST 4TH STREET RIGHT-OF-WAY VACATION LEGAL DESCRIPTION:
THE PLATTED RIGHT-OF-WAY OF SOUTHEAST 4TH STREET, LYING SOUTH OF AND ADJACENT TO THE SOUTH LINE OF BLOCK 3 OF RAILROAD ADDITION TO THE CITY OF BENTONVILLE, AS PER THE PLAT THEREOF FILED IN BOOK "A" AT PAGE 38, ALSO LYING WEST OF AND ADJACENT TO THE WEST MASTER STREET PLAN RIGHT-OF-WAY OF SOUTHEAST A STREET, ALSO LYING NORTH OF AND ADJACENT TO THE NORTH LINE OF LOT 1 OF LIBRARY ADDITION TO THE CITY OF BENTONVILLE, AS PER THE PLAT THEREOF FILED IN BOOK 2005 AT PAGE 759, ALSO LYING NORTH OF AND ADJACENT TO THE NORTH LINE OF LOT 17 IN BLOCK 3 OF RAILROAD ADDITION AS PER A FILED SURVEY PLAT FILED IN BOOK 15 AT PAGE 91, ALSO LYING EAST OF AND ADJACENT TO THE EAST MASTER STREET PLAN RIGHT-OF-WAY OF SOUTHEAST MAIN STREET, ALL BEING LOCATED IN SECTION 31, TOWNSHIP 20 NORTH, RANGE 30 WEST, BENTON COUNTY, ARKANSAS, SAID PLATTED RIGHT-OF-WAY OF SOUTHEAST 4TH STREET BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT THE INTERSECTION OF SAID EAST MASTER STREET PLAN RIGHT-OF-WAY OF SOUTHEAST MAIN STREET AND THE SOUTH LINE OF SAID BLOCK 3 OF RAILROAD ADDITION, SAID POINT BEING S87°41'20"E 2.19' FROM AN EXISTING REBAR MARKING THE SOUTHWEST CORNER OF SAID BLOCK 3 OF RAILROAD ADDITION AND RUNNING THENCE ALONG SAID SOUTH LINE S87°41'20"E 162.74' TO AN EXISTING REBAR MARKING THE SOUTHWEST CORNER OF LOT 15 IN SAID BLOCK 3 OF RAILROAD ADDITION, THENCE CONTINUING ALONG SAID SOUTH LINE S88°15'07"E 143.84' TO THE INTERSECTION OF SAID SOUTH BLOCK LINE AND THE WEST MASTER STREET PLAN RIGHT-OF-WAY OF SOUTHEAST A STREET, THENCE ALONG SAID WEST RIGHT-OF-WAY S03°56'40"W 14.01' TO THE NORTHEAST CORNER OF SAID LOT 1 OF LIBRARY ADDITION, THENCE ALONG THE NORTH LINE THEREOF N87°58'27"W 151.24', THENCE LEAVING SAID NORTH LINE S02°12'56"W 1.48' TO THE NORTHEAST CORNER OF SAID LOT 17 IN BLOCK 3 OF RAILROAD ADDITION, THENCE ALONG THE NORTH LINE THEREOF N88°18'26"W 154.93' TO THE INTERSECTION OF SAID NORTH LINE AND SAID EAST MASTER STREET PLAN RIGHT-OF-WAY OF SOUTHEAST MAIN STREET, THENCE ALONG SAID EAST RIGHT-

OF-WAY N02°14'57"E 16.50' TO THE POINT OF BEGINNING, CONTAINING 0.10 ACRES, MORE OR LESS.

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

Section 3: This Ordinance shall take effect and be in force from and after its passage. The above and foregoing Ordinance was passed, approved, and adopted the _____ day of _____, 2023 at a regular meeting of the City Council of the City of Bentonville, Arkansas.

_____
Kirby Romines, City Clerk
Bentonville, Arkansas

_____
Stephanie Orman, Mayor
City of Bentonville, Arkansas

Agenda Item Form

Date of City Council Meeting	**6/27/2023**
Department	**Transportation**
Submitted by	**Dennis Birge**
Phone	**479-271-5964**

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 the support of implementing a Vision Zero plan to reduce serious injury and death crashes to zero by the year 2040.

Estimated Cost	**$0.00**
Is this Item Budgeted?	☐ Yes ☑ No

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

Memorandum

To: Mayor and City Council

From: Dennis Birge, Director of Transportation

Date: Monday, June 19, 2023

Re: Resolution to support an application for SSFA Grant and support of Vision Zero implementation with a goal of 2040.

Staff has been made aware of the possible availability of funding through the Safe Streets 4 All Federal opportunity. To apply for this funding, you must have a project that is located on the High Injury map included in the regional Vision Zero adopted policy. Greenhouse Road is one of the Bentonville roadways that is identified on this map. Also, it is the only project currently following the Federal guidelines in the Design process, since that has STGBP-A funding.

The Design is funded on an 80/20 grant through the STGBP-A and a partnership with Centerton to cover the 20% match. The application for the SSFA Grant would follow the same partnership guidelines and if awarded, the funding would be dedicated to the construction portion of the project.

In order to apply for the available funding of up to $25 million, the City of Bentonville also needs to be supportive and aligned with the Vision Zero Policy set forth by the NWARPC (North West Arkansas Regional Planning Commission). This would support a dedicated effort to reduce the number of serious and deadly accidents to zero by the year 2040 within the City of Bentonville. This would be accomplished by making street design improvements that will make streets safer for all people using all modes of Transportation by prioritizing the safety of those most at risk to death and serious injury.

Staff feels that the Greenhouse Road project has design practices that support a Vision Zero policy with the addition of a bike path, sidewalks, trail crossings, improved crosswalks, roundabout, center median, and intersection improvements.

Staff is seeking your support in the Vision Zero policy and your support for the application of additional funding for the Greenhouse Road project.

Please contact me with any questions or concerns by email at dbirge@bentonvillear.com or my telephone number is (479) 271-5964.

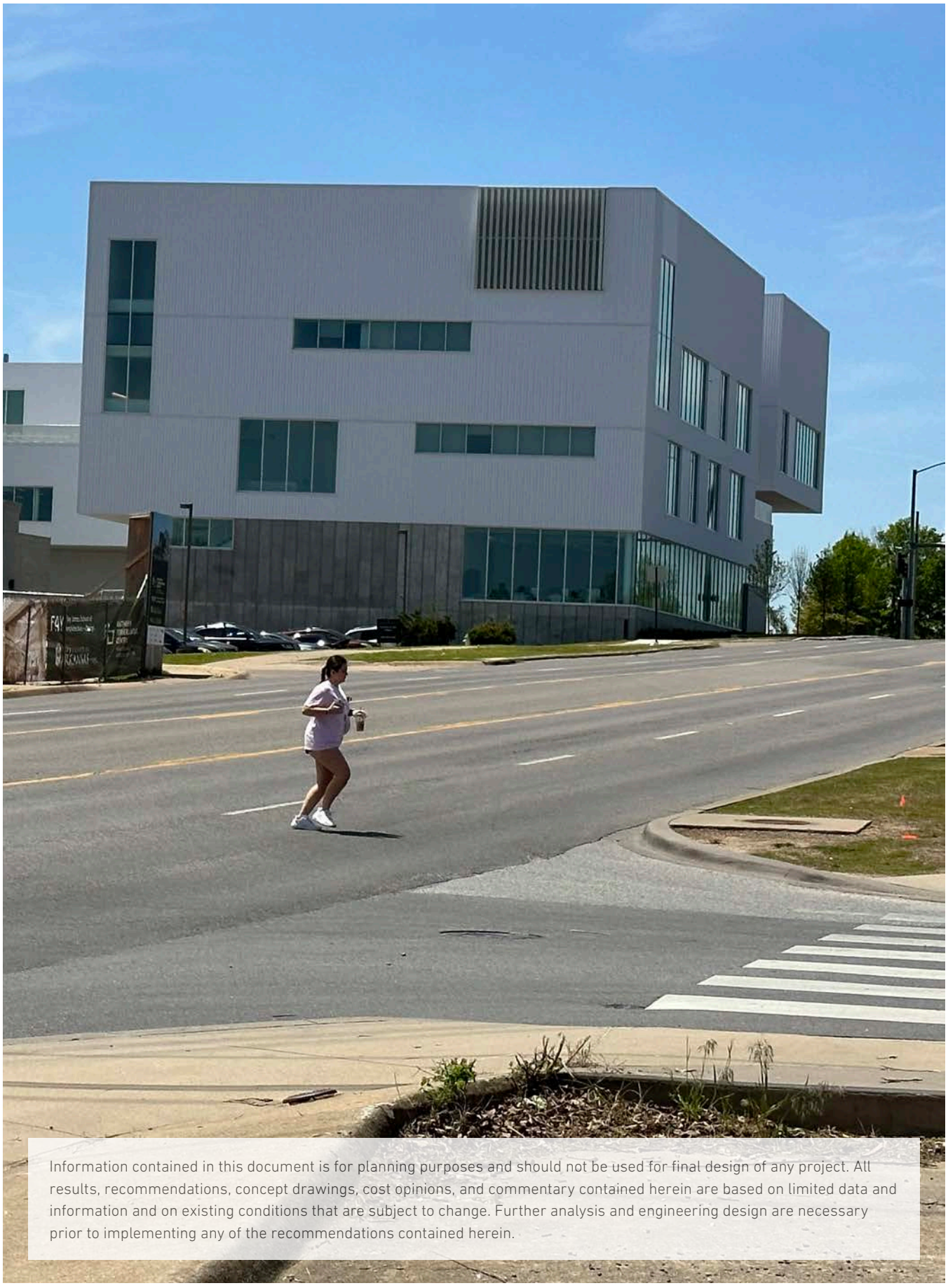
NWA Regional

VISION ZERO

Northwest Arkansas

Safety Action Plan

May 2023 | DRAFT



Information contained in this document is for planning purposes and should not be used for final design of any project. All results, recommendations, concept drawings, cost opinions, and commentary contained herein are based on limited data and information and on existing conditions that are subject to change. Further analysis and engineering design are necessary prior to implementing any of the recommendations contained herein.

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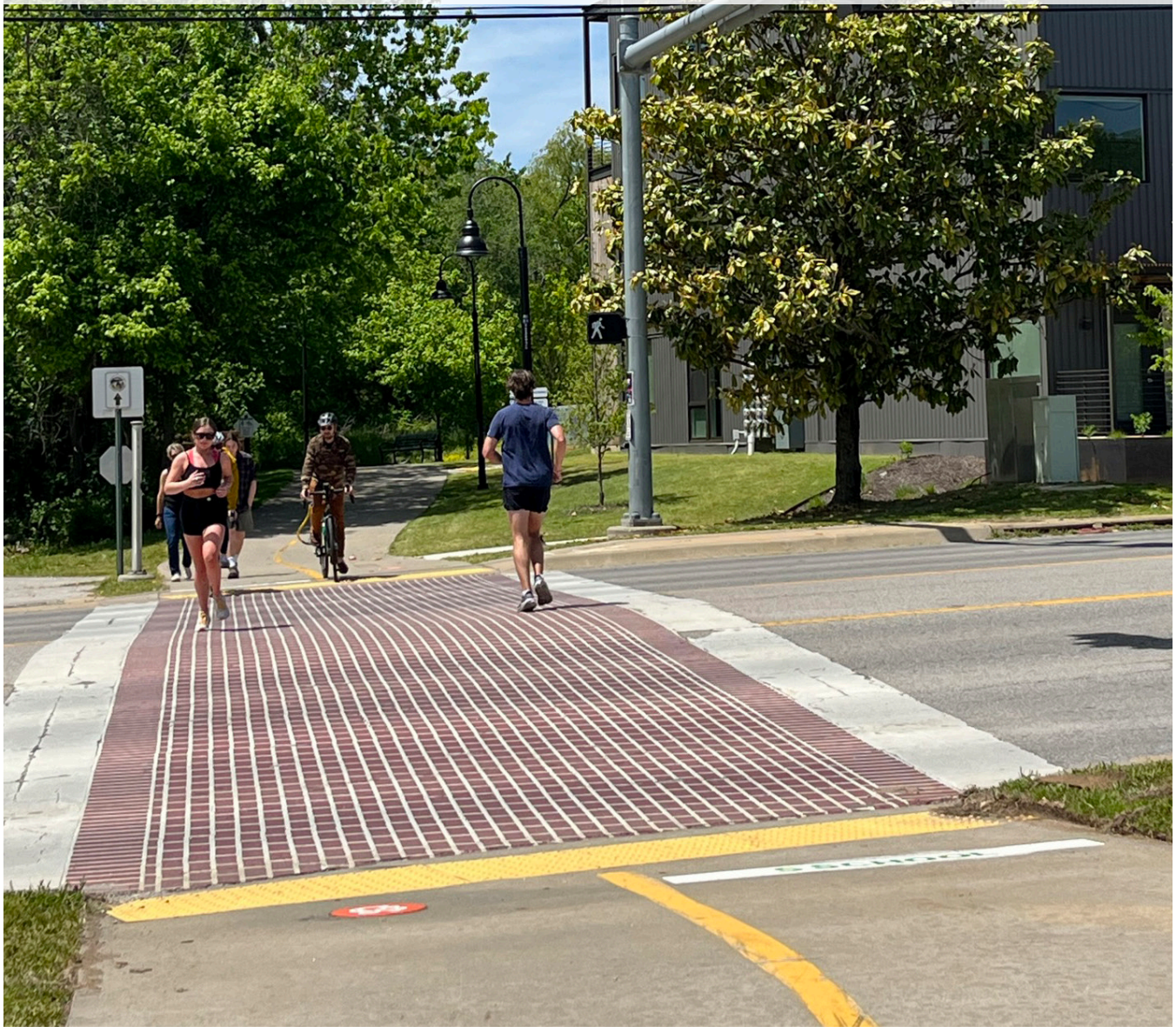
Northwest Arkansas' Vision Zero Plan (NWA Vision Zero Plan) recognizes that one life lost on the streets within the region is too many and that something must change. The Northwest Arkansas Regional Planning Commission (NWAPRC) has developed this Plan and sets a target to eliminate all killed and serious injuries (KSI) crashes that occur on the regional roadway network by 2038. Although the horizon is 15 years from the development of this Plan, action starts now. Traditional safety strategies have not proven to decrease the number of life-altering crashes, highlighted by the increase of fatal crashes in recent years. This Plan emphasizes a shift towards the prioritization of safe, accessible, and equitable mobility for all roadway users and away from the disproportionate focus on moving vehicles efficiently—less delay that often results in higher speeds.



Executive Summary

The purpose of the NWA Vision Zero Plan is to emphasize change related to traffic safety because fatal and serious injury crashes cannot be tolerated. The Plan outlines strategies and actions that should be taken within the next ten years, yet it must not be considered unchangeable. As a living document, this plan must be dynamic to address safety in a region that is experiencing rapid growth. The recommended actions included are meant to be a starting point, not an all-encompassing list. Over time, the actions taken by the NWARPC, member agencies, and partner organizations should measure and report actions that are proving to reduce fatal and serious injuries along with continuing to incorporate safety innovations and opportunities to eliminate traffic fatalities and injuries as time passes.

This Vision Zero Plan is organized into four sections. An overview of each section is provided below to serve as a summary of the NWA Vision Zero Plan in its entirety.

1. A Paradigm Shift

Fatal and serious injury crashes have increased across the nation, the state of Arkansas, and in the Northwest Arkansas Region. In the traditional approach to roadway safety, traffic deaths have been understood as inevitable. This alone is not acceptable and therefore a new approach to safety is needed. This section describes how Vision Zero is grounded in the Safe System Approach that anticipates human mistakes and ensuring that when collisions occur that they do not result in death or serious injury. A clear understanding of the Principles and Elements of the Safe System Approach is foundational to the NWA Vision Zero Plan and will be instrumental in increasing safety for all roadway users moving forward.

2. Roadway Safety in NWA

Crashes over a 5-year period (2017-2021), resulted 220 people—mothers, fathers, children, grandparents, friends, and coworkers—losing their lives in Northwest Arkansas. An average of 44 people each year; however, 2021 alone was a year that 55 people died in roadway crashes—a 2% increase from the year before. These sobering numbers are part of today's roadway safety narrative in Northwest Arkansas. This section reviews existing plans, policies, and programs that are already in place that are attempting to increase safety in several communities in the region. It notes opportunities for communities to refine or add policies that can impact safety through capital projects and new development. This section uses crash data to establish a High Injury Network (HIN)—representing the corridors in Northwest Arkansas with the highest number of fatal and serious injury crashes. Along with the HIN, the Vision Zero Plan identifies historically disadvantaged communities, areas of persistent poverty, and locations with varying degrees of social vulnerability to understand where equitable investments can be made to increase safety

Traditional Approach

- Traffic deaths are inevitable
- Aims to fix humans
- Expects perfect human behavior
- Prevents collisions
- Exclusively addresses traffic engineering
- Doesn't consider disproportionate impacts

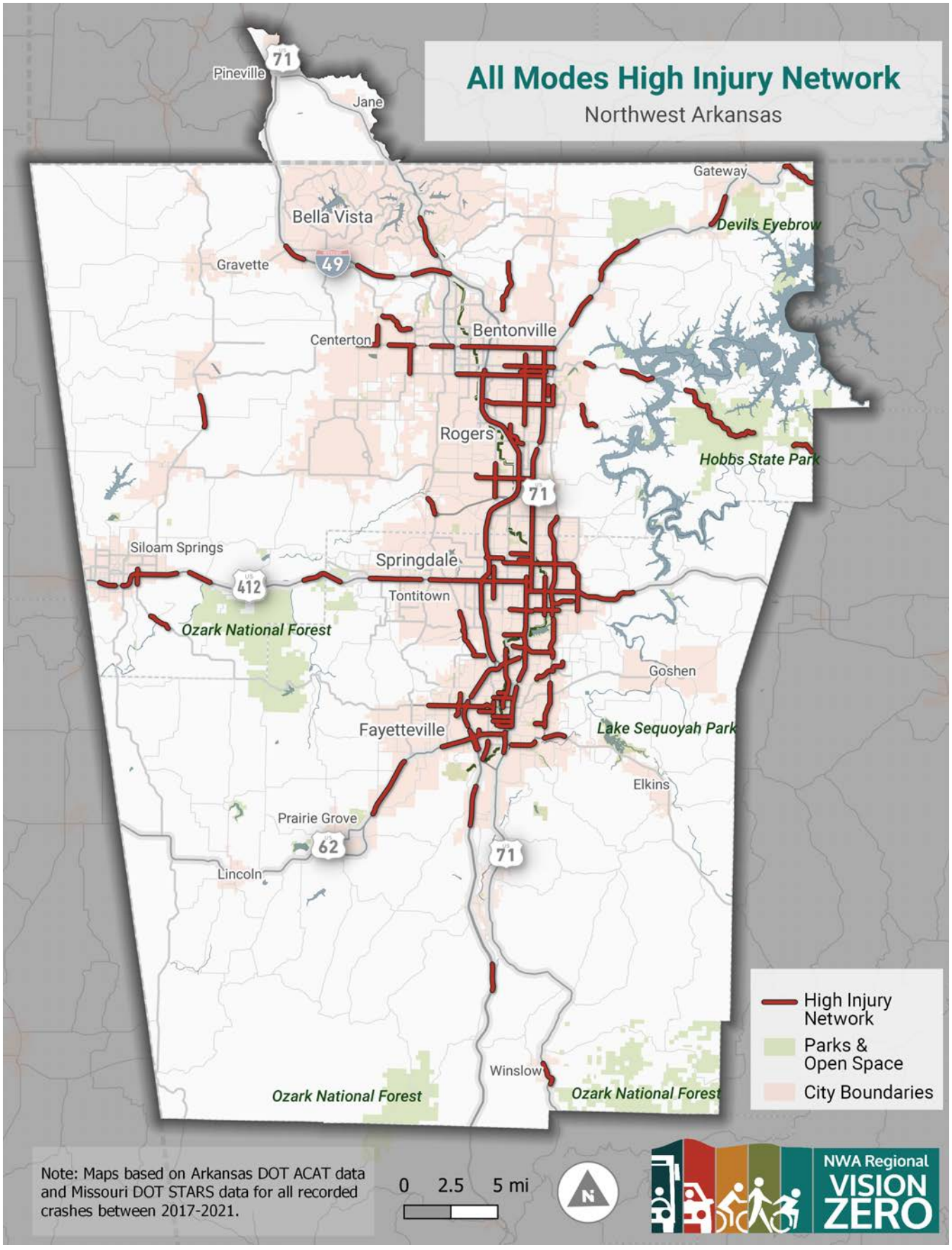
vs.

Vision Zero

- Traffic deaths are preventable
- Changes systems
- Integrates human failure
- Prevents fatal and serious crashes
- Considers the road system as a whole
- Regards road safety as an issue of social equity

Identify high-risk areas for vulnerable road users disproportionately impacted.

High Injury Network Map



3. Community Outreach

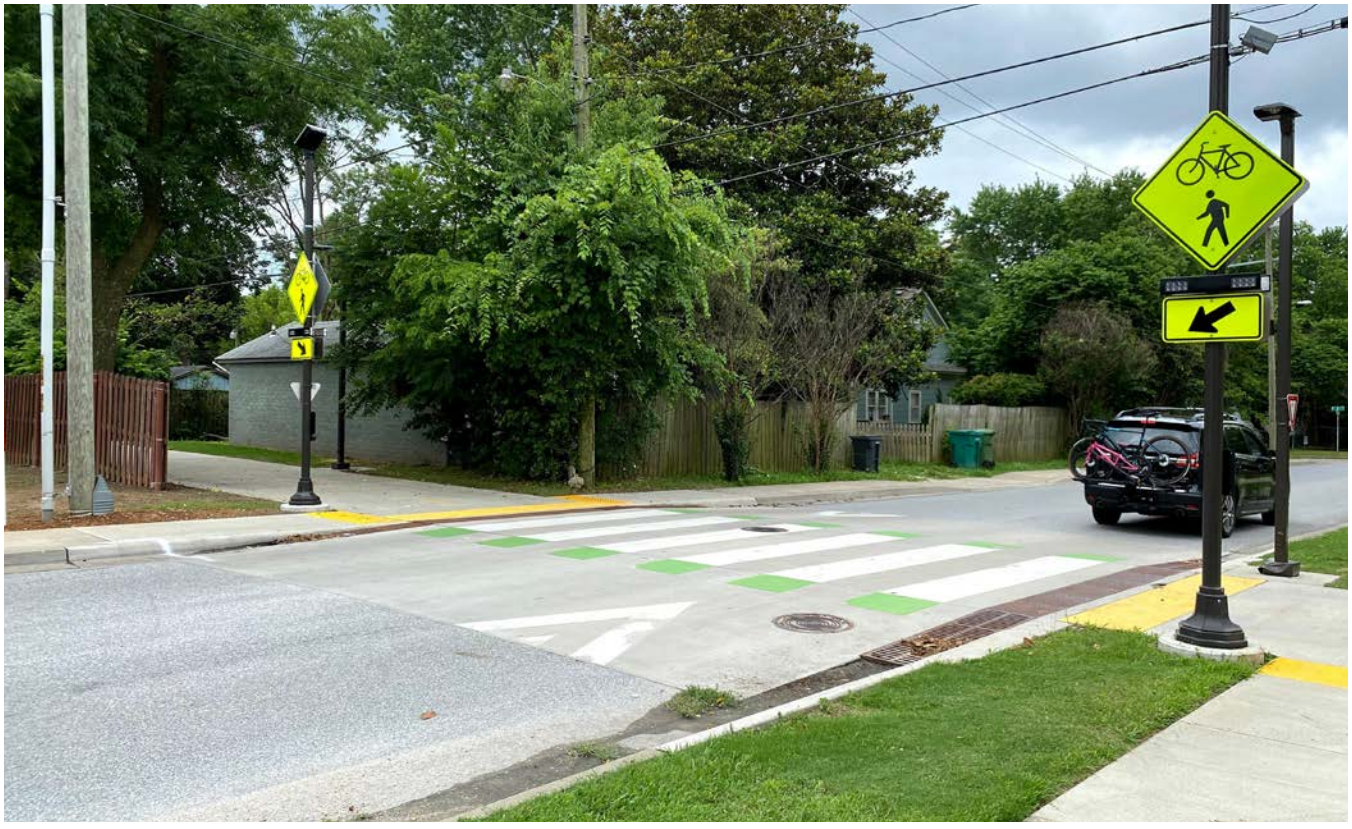
Starting a conversation around roadway safety was a key component of the NWA Vision Zero Plan. Information about the current state of safety along with opportunities for feedback were distributed across the region. Online resources were developed that included surveys, an interactive map, and a series of safety webinars. To compliment online engagement opportunities, a "go-to" approach to engagement resulted in tabling and interacting with people at over a dozen existing events. Materials were available in English and Spanish to provide opportunities for people to review and provide input in the most convenient way possible. Additionally, a Regional Working Group provided guidance for the development of the NWA Vision Zero Plan through a series of meetings and listening sessions. Two safety demonstration site walks were included to see and experience how the Safe System Framework is already being used within the region. These site walks allowed municipal staff, local advocates, and elected officials to hear why the decisions made related to safety can have such an enormous impact. Engagement during the Vision Zero Plan devlopment is only the beginning and must be continued at the regional and local levels to see real change occur.

4. Goals and Actions

Achieving the goal of zero fatal and serious injury crashes by 2038 will not happen if the status quo is maintained. Roadway safety must be integrated into the work of various agencies and individual departments to see results. This section establishes goals that capture the desires for safety by the Regional Working Group along with a variety of actions that can be taken to change the roadway safety narrative in Northwest Arkansas. Goals include:

- Promote a culture that prioritizes people's safety
- Reduce conflicts between roadway users
- Establish policies, practices, and programs that focus on safety at all levels
- Slow vehicle speeds

For each action, a timeline, action leader, and supporting partners are noted. Additionally, Elements of the Safe System Approach that align with each action are listed. The actions in this Vision Zero Plan are not intended to be an exhaustive list; rather, they are strategic and can begin to eliminate fatal and serious injury crashes on the transportation network.



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1 A Paradigm Shift

1. A Paradigm Shift

What is a Vision Zero Safety Action Plan?

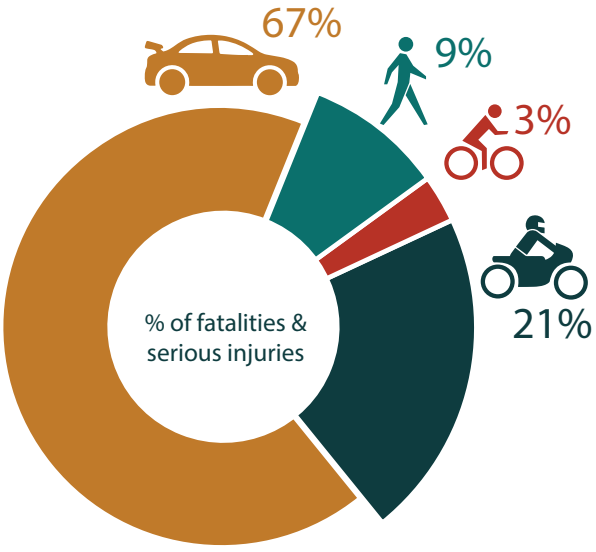
Every year, people in the NWA Region lose family, friends, neighbors, and colleagues to preventable traffic crashes on our roads. Between 2017 and 2021 1,369 people were killed or seriously injured in crashes in NWA, averaging more than five people every week. Across the state, motor vehicle crashes account for more than twice the number of deaths as homicides.

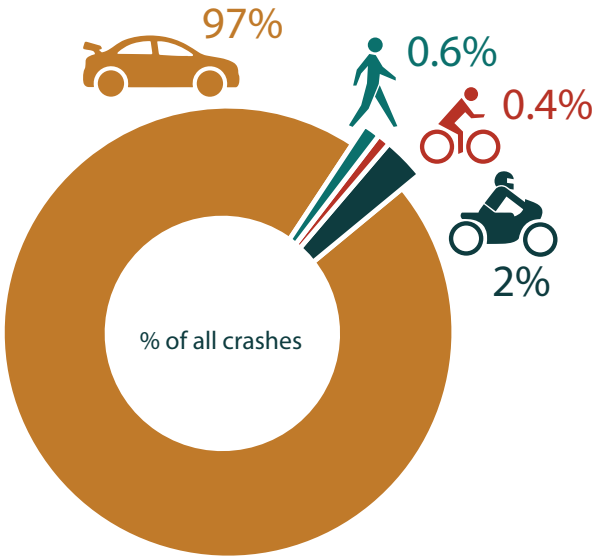
For the last century, our transportation system has been built on the belief that these crashes are accidents – events no one can fully prevent or predict. While no one thinks traffic deaths among friends and family are acceptable, the historical approach to transportation has taken roadway fatalities as an unfortunate inevitability rather than a preventable public health crisis.

Vision Zero is a traffic safety philosophy rooted in the belief that nothing on our roadways is more important than a human life. It represents paradigm shift in the region's approach to road safety beginning with the simple idea that traffic deaths and serious injuries are preventable. Since the 1990s Vision Zero has been successfully implemented across Europe and in more than 45 communities in the US-- some of which have now had consecutive years of zero roadway fatalities. Vision Zero lays out a new set of principles for engineering roads, educating travelers, and creating a sense of collective responsibility for ourselves and our fellow travelers.

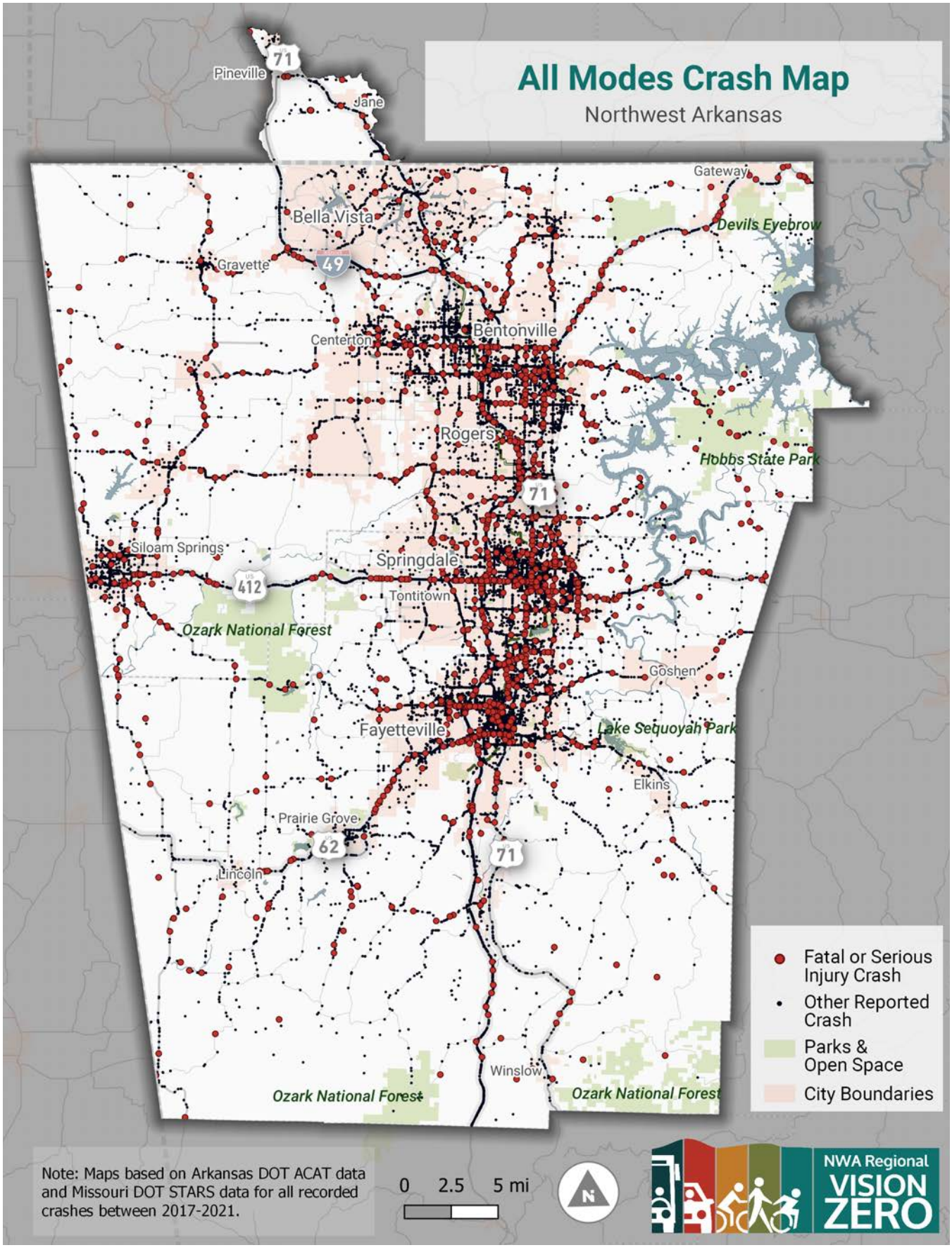
Vulnerable Users

When a crash occurs, people walking, bicycling, and riding motorcycles are more likely to be killed or seriously injured. Vehicle safety technology has seen significant advancements in the last decades with airbags, anti-lock brakes and lane-awareness sensors all working to protect a driver in a crash. Pedestrians, bicyclists, and motorcyclists however are unprotected and are especially vulnerable to the impact of a crash. In Northwest Arkansas, vulnerable roadway users accounted for only 3% of all roadway crashes but 33% of serious injuries and fatalities.





All Modes Crash Map



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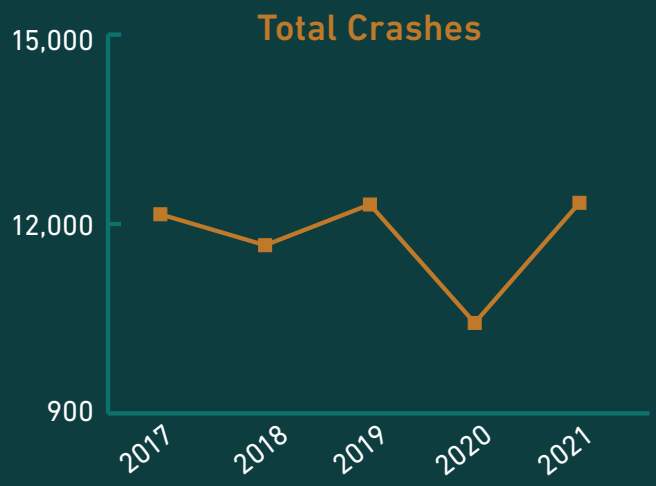
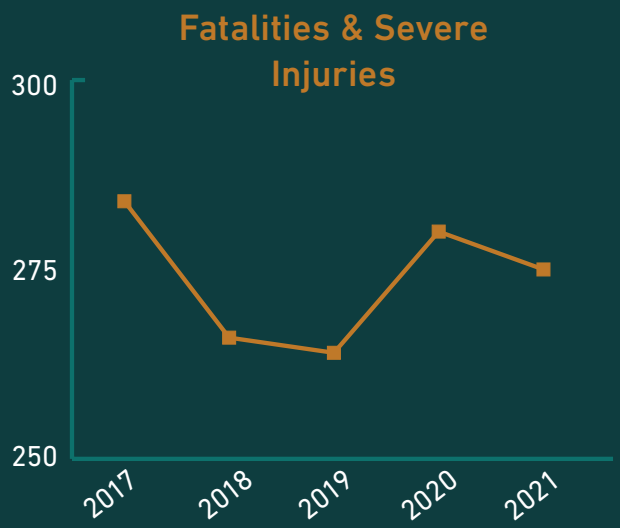
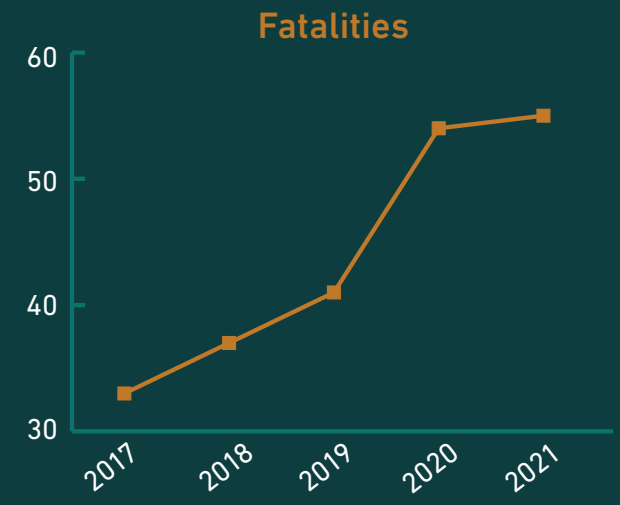






The Safe System Approach

This Plan is the NWA Region's roadmap to achieving Vision Zero. It is grounded in the Safe System Approach, which aims to eliminate fatal and serious injuries by anticipating human mistakes and minimizing impacts on the human body when crashes do occur.

The six Safe System Principles shown around the outside ring are the fundamental beliefs that the approach is built on.

1. **Humans make mistakes**

   Even the best drivers will inevitably make mistakes that can lead to a crash. How we design and operate our transportation system can ensure these mistakes don't have life altering impacts.

2. **Death & serious injuries are preventable**

   No one likes to get in a fender-bender but this plan will focus on crashes that lead to deaths and serious injuries.

3. **Humans are vulnerable**

   Human bodies can only withstand so much impact from a crash before death or serious injuries occur.

4. **Responsibility is shared.**

   Every part of our transportation system, from elected officials to everyday users, to planners and engineers, has a role to play in vision zero.

5. **Safety is Proactive**

   Rather than waiting for crashes to occur, transportation agencies should seek to proactively identify and address dangerous situations.

6. **Redundancy is crucial**

   Redundancy means making sure every part of the transportation system is safe. This way if one part fails people are still protected.

The Safe System Approach is implemented through five Elements

1. **Safe Road Users**

   Working towards a culture of safety starts with developing a network of civic partners, educating road users and creating personal connections to the community's vision zero efforts.

2. **Safe Vehicles**

   Making vehicles safer can be done through advanced driver assistance systems and by ensuring future technology prioritizes vulnerable roadway users.

3. **Safe Speeds**

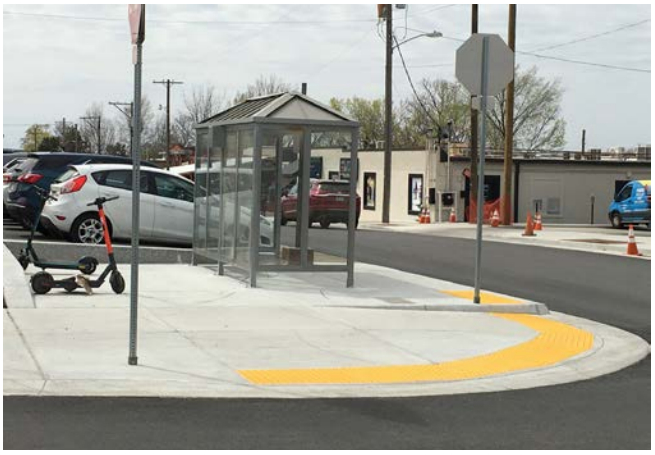
   Slower vehicle speeds increase visibility and reaction times for drivers and reduce impact forces when a crash occurs. Moving towards safe speeds can be done through reducing speed limits and through traffic calming and roadway design.

4. **Safe Roads**

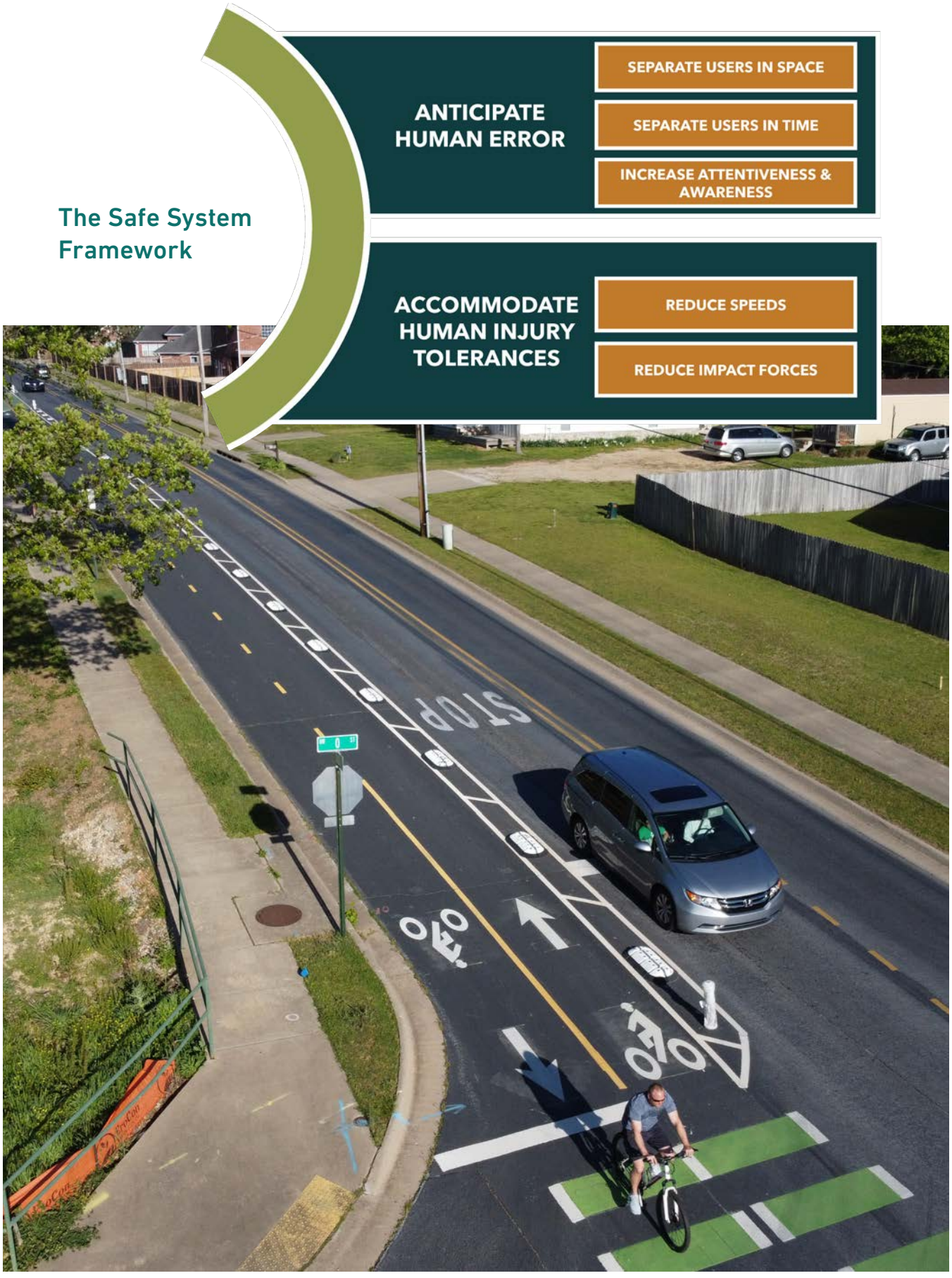
   Safer roads come from providing physical separation (like separated bike lanes and sidewalks) as well as designing to accommodate human mistakes.

5. **Post-Crash Care**

   A system-wide approach means working towards safety even after a crash has occurred. This comes from improving emergency response, and traffic incident reporting and management.



The Safe System Framework



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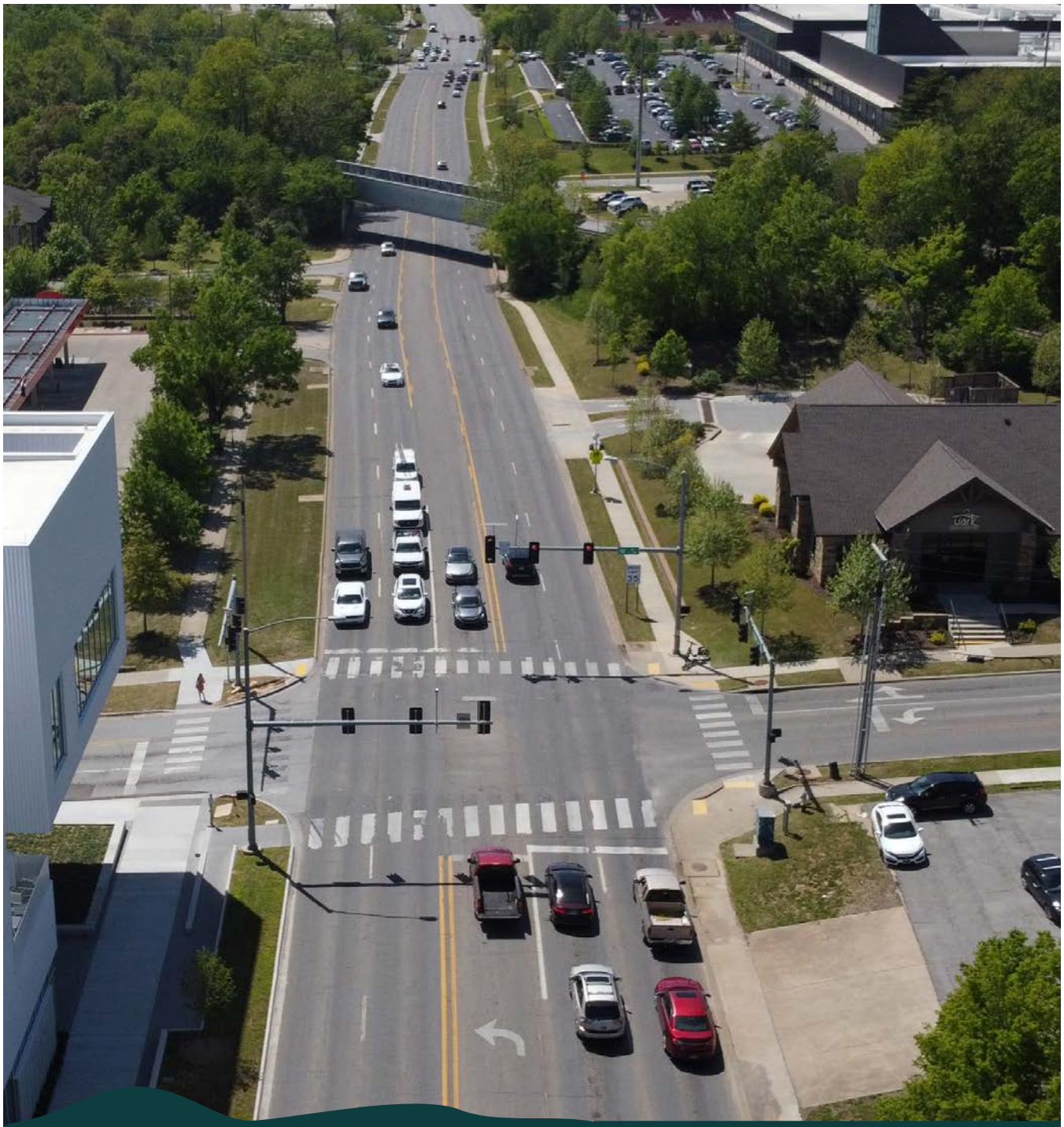


2 Roadway Safety in Northwest Arkansas

2. Roadway Safety in Northwest Arkansas

Plans, Policies, and Programs

In response to rapid population growth and an increase in fatal and serious crashes, Northwest Arkansas has addressed road safety both through targeted interventions and by integrating it into existing planning, policies, programs.

Planning Efforts

Many existing local, regional, and statewide plans have addressed the issue of road safety in some capacity. Examples include transportation plans, bicycle and pedestrian plans, and corridor studies. See Table 1 for a summary of plans reviewed during the development of this Plan.

Local Plans

At the local level, road safety has largely been addressed through transportation plans, bicycle and pedestrian plans, and safe routes to school plans. Many of these plans include recommendations for reducing vehicle speeds on local roads, improving sidewalk and bike lane networks, and increasing driver education and awareness. Recent examples include the Fayetteville Mobility Plan, the Bella Vista Trail and Greenway Master Plan, the Bentonville Bike & Pedestrian Master Plan, and the University of Arkansas Active Transportation Plan.

Regional Plans

Regional plans addressing road safety include the NWA Bike Infrastructure Plan, NWARPC 2045 Metropolitan Transportation Plan, and the NWA Congestion Management Process. These plans coordinate efforts across the region and offer insight on emerging trends and funding opportunities, many of which inform this Plan's approach to regional road safety.

Statewide Plans

Arkansas and Missouri have both adopted Strategic Highway Safety Plans that provide a statewide framework to eliminate traffic deaths and serious injuries through the Safe System Approach. The plans include strategies to address the top contributing factors to fatal and serious factors. Arkansas also has a statewide Bicycle and Pedestrian Transportation Plan, which includes a focus on bicycle and pedestrian safety.

Regional Plan Highlight: 2019 NWA Bike Infrastructure Plan

The Northwest Arkansas Bike Infrastructure Plan identifies a priority network of bikeways focused on increasing safety and connectivity. It includes corridor concepts designed to make bicycling a safe and accessible travel option for riders of all ages and abilities.

Table 1: Summary Plans Reviewed

Plan Name	Year	Jurisdiction
Bella Vista Trail and Greenway Master Plan	2015	Bella Vista
Bentonville Bike and Pedestrian Master Plan	2021	Bentonville
Fayetteville Active Transportation Plan	2015	Fayetteville
Fayetteville Mobility Plan	2018	Fayetteville
University of Arkansas Transportation Plan	2022	Fayetteville
NWARPC 2045 Metropolitan Transportation Plan	2021	NWA Region
NWA Regional Bicycle and Pedestrian Master Plan	2014	NWA Region
NWA Congestion Management Process	2022	NWA Region
NWA Bike Infrastructure Plan	2019	NWA Region
NWA Regional ITS Architecture and Deployment Plan	2007	NWA Region
NWA Transportation Alternatives Analysis Study	2014	NWA Region
Connect Northwest Arkansas 10-Year Transit Development Plan	2020	NWA Region
Arkansas Bicycle and Pedestrian Transportation Plan	2017	Statewide
ARDOT Strategic Highway Safety Plan (SHSP)	2022	Statewide
Missouri Show-Me Zero	2021	Statewide

Policies

Safe Routes to School

Safe Routes to School (SRTS) programs enable students to safely walk and bicycle for their school commute. SRTS includes planning, development, and implementation of projects and activities that will improve safety and reduce traffic, fuel consumption, and air pollution around schools.

Complete Streets

Complete Streets policies direct transportation planners and engineers to consistently design the right of way to accommodate all users, including drivers, transit riders, pedestrians, and bicyclists, as well as for older people, children, and people with disabilities. Most local jurisdictions in Northwest Arkansas have not adopted any form of Complete Streets policy. The 2015 NWA Regional Bicycle and Pedestrian Master Plan identified the adoption of these policies as a catalyst program and provided a sample Complete Streets Resolution designed for NWA communities.

Design Standards

Street design standards have a significant impact on road safety. Context appropriate street design encourages safe behavior and reduces conflicts between users. Existing standards vary across the region, but some include provisions that promote safety. For example, the City of Bentonville Minimum Standard Specifications for Streets includes a section on Neighborhood Traffic Safety that includes design criteria for various traffic calming devices.

Design Standards Highlight:
Fayetteville Minimum Street Design Standards

The City of Fayetteville Minimum Street Design Standards provide an example of how to prioritize safety for all road users. They include an emphasis on multimodal level of service and reference best practice design guidance such as NACTO's Don't Give Up at the Intersection and FHWA's Guide for Improving Pedestrian Safety at Uncontrolled Crossing Locations.

Traffic Calming Policy Highlight: Springdale Traffic Calming Policy

The City of Springdale has a policy that enables the installation of traffic calming measures such as curb extensions, raised intersections, speed cushions to address speeding and conflicts between people walking and driving. Criteria for installation include observed speeds, sidewalk connectivity, crash history, and the presence of children walking to school.

Traffic Calming

Traffic calming consists of physical design and other measures put in place on existing roads to reduce vehicle speeds and improve safety for pedestrians and bicyclists. Several cities in NWA have implemented traffic calming policies that facilitate the installation of traffic calming on residential streets.

Emergency Response

One component of the Safe System Approach is to streamline emergency response and medical care. Based on discussions from the NWA Active Transportation Committee, Bentonville and Fayetteville have updated their CAD systems and improved GIS data to assist with quicker emergency response on the trail system.

Parking Requirements

Minimum parking requirements for developments present a barrier to the creation of dense, walkable urban environments. The City of Fayetteville abolished its commercial parking minimums citywide in 2015 while retaining downtown parking maximums. This change has enabled new businesses to open using long-disused sites and buildings.

Evaluation of Existing Codes and Ordinances

The table on the following page provides a high-level review of local codes and ordinances for cities with over 2,000 residents.[1] For each element (e.g. building entrances) a score was assigned for each city to indicate the state of policy on that issue, ranging from 1 (Codes / ordinances do not include this element) to 3 (Codes / ordinances include this element and it generally meets best practices). This evaluation was based on the information available to the project and should be viewed as a starting point for where to focus attention with regard to code and ordinance amendments to promote road safety. Some issues, such as speed limits and crosswalk markings, were not included due to the limited presence of local policy on these issues.

1 Population based on 2021 ACS data. Most cities with fewer than 2,000 residents do not have codes and ordinances addressing road safety through street design or land use, though there are some exceptions, including Highfill, Decatur, and Greenland.

Table 2: Review of local codes & ordinances

City	Population (2021)	Sidewalks / Frontage Improvements	Connectivity / Block Sizes	Mid-Block Access / Crossings	Building Entrances	Parking	Parking Placement	Access Management / Driveways	Complete Streets	Traffic Calming
Fayetteville	95,230	3	3	3	3	3	3	3	2	3
Springdale	89,576	2	1	1	1	1	1	1	1	1
Rogers	71,112	3	1	1	3	1	3	3	2	3
Bentonville	56,734	3	3	2	3	2	3	3	2	3
Bella Vista	30,808	2	2	2	1	1	1	3	1	2
Centerton	19,984	3	1	1	1	1	1	2	1	1
Siloam Springs	17,575	3	3	1	1	1	1	3	1	1
Lowell	10,177	2	3	2	1	2	1	3	1	1
Farmington	8,242	3	2	1	1	1	1	1	1	1
Prairie Grove	7,434									
Pea Ridge	7,140	2	2	2	1	1	1	3	1	1
Cave Springs	5,916	3	2	2	1	2	1	3	1	1
Tontitown	5,633	3	2	2	2	2	1	3	2	3
Gentry	4,000	2	3	2	1	1	1	1	1	1
Elkins	3,743	3	3	1	1	1	1	1	1	1
Gravette	3,647	3	3	1	2	1	3	1	1	2
Johnson	3,631	3	1	1	1	2	1	3	2	1
Little Flock	3,004	1	2	1	1	1	1	1	1	1
Huntsville	2,981	2	2	3	1	1	1	3	1	1
Elm Springs	2,581	2	2	1	3	1	3	1	1	1
West Fork	2,335	3	2	2	1	1	1	2	1	1
Lincoln	2,306	2	3	1	1	2	2	1	1	2
Goshen	2,188	2	2	2	1	1	1	2	1	1

Key:

1 Codes / ordinances do not include this element

2 Codes / ordinances include this element but it could use improvement

3 Codes / ordinances include this element and it generally meets best practices

Laws and Enforcement

Traffic laws and enforcement has been a central piece of Northwest Arkansas' approach to addressing traffic fatalities and serious injuries.

Speed Limits

Addressing speed is a crucial step to making streets safer. Vehicle speed increases both the likelihood of a crash, as well as the severity of the crash. Higher speeds diminish drivers' ability to recognize and avoid potential conflicts and increase the force of impact, increasing the chances of fatalities and serious injuries, particularly for more vulnerable road users. Many streets throughout NWA have relatively high speed limits that do not match the roadway context.

Context Appropriate Speed Limits: University of Arkansas and Residential Areas

Responding to road safety concerns and new guidance from the National Association of City Transportation Officials (NACTO), the City of Fayetteville lowered the default residential speed limit from 25 to 20 mph in 2021. The following year, the University of Arkansas also lowered posted speed limits on most campus streets, including a default campus area speed limit of 20 mph.

Distracted Driving

Since 2009, when Arkansas first banned texting while driving for all drivers, the state has strengthened laws around distracted driving to include a ban on all use of handheld devices for drivers under 18 and in certain areas. In 2021, the State passed a new distracted driving law that prohibits all drivers from holding or using a handheld device while driving, with a few exceptions, such as using a phone in a hands-free mode or in an emergency.

Driving Under the Influence

Arkansas also has strict laws around driving under the influence. In 2015, the State lowered the blood alcohol level (BAC) limit for drivers to 0.08%, which is consistent with recommendations from the National Highway Traffic Safety Administration (NHTSA). Arkansas also mandates ignition interlock devices (IIDs) for certain driving under the influence (DUI) offenders, as a condition of license reinstatement. Washington and Benton Counties have established diversion court programs that offer an alternative to traditional punitive measures, such as jail time, and allows participants to receive treatment, counseling, and other support services to help them overcome their addiction and avoid future DUI offenses. Benton County also has a Driving While Intoxicated (DWI) unit that is responsible for the pro-active detection, investigation and arrest of alcohol and/or drug-impaired drivers.[2]

Automated Enforcement

Arkansas prohibits the use of unmanned traffic enforcement systems, which includes both red light cameras and speed cameras. Speed cameras are only allowed in school zones or rail crossings and a police officer must be present and issue citation at time and place of violation.[3] Red light cameras are not allowed under any circumstances. These legal requirements severely limit the potential use and efficacy of automated enforcement in Northwest Arkansas.

Programs

Bicycle Education

Over the last decade, bicycle education has become a part of the school curriculum in Fayetteville, Springdale, Rogers, and Bentonville. These programs, provided by NWA Trailblazers, help to train the next generation of responsible road users by teaching kids the rules of the road and make bicycling accessible to kids who may not otherwise have the opportunity to ride.

Pilot and Demonstration Projects

Resolution 2016-2 authorized NWARPC to coordinate, manage, and assist with the implementation of bicycle pilot/demonstration projects in various locations to test protected bike lane concepts. NWA Trailblazers has

2 Benton County Sherriff's Office. DWI Unit.

3 Governors Highway Safety Association. Speed and Red Light Cameras: Arkansas.

partnered with NWARPC and the Walton Foundation on a series of pilot projects in Bella Vista, Bentonville, Rogers, Springdale, Fayetteville, and Siloam Springs. These projects tested the feasibility of design treatments focused on creating safer streets for all users.

Slow Streets

Local cities have partnered with Trailblazers on the temporary installation of Slow Streets. Through temporary installations of traffic calming materials, Slow Streets create safe, family-friendly routes for people to bike and walk, sometimes for a single day or weekend and sometimes seasonally.

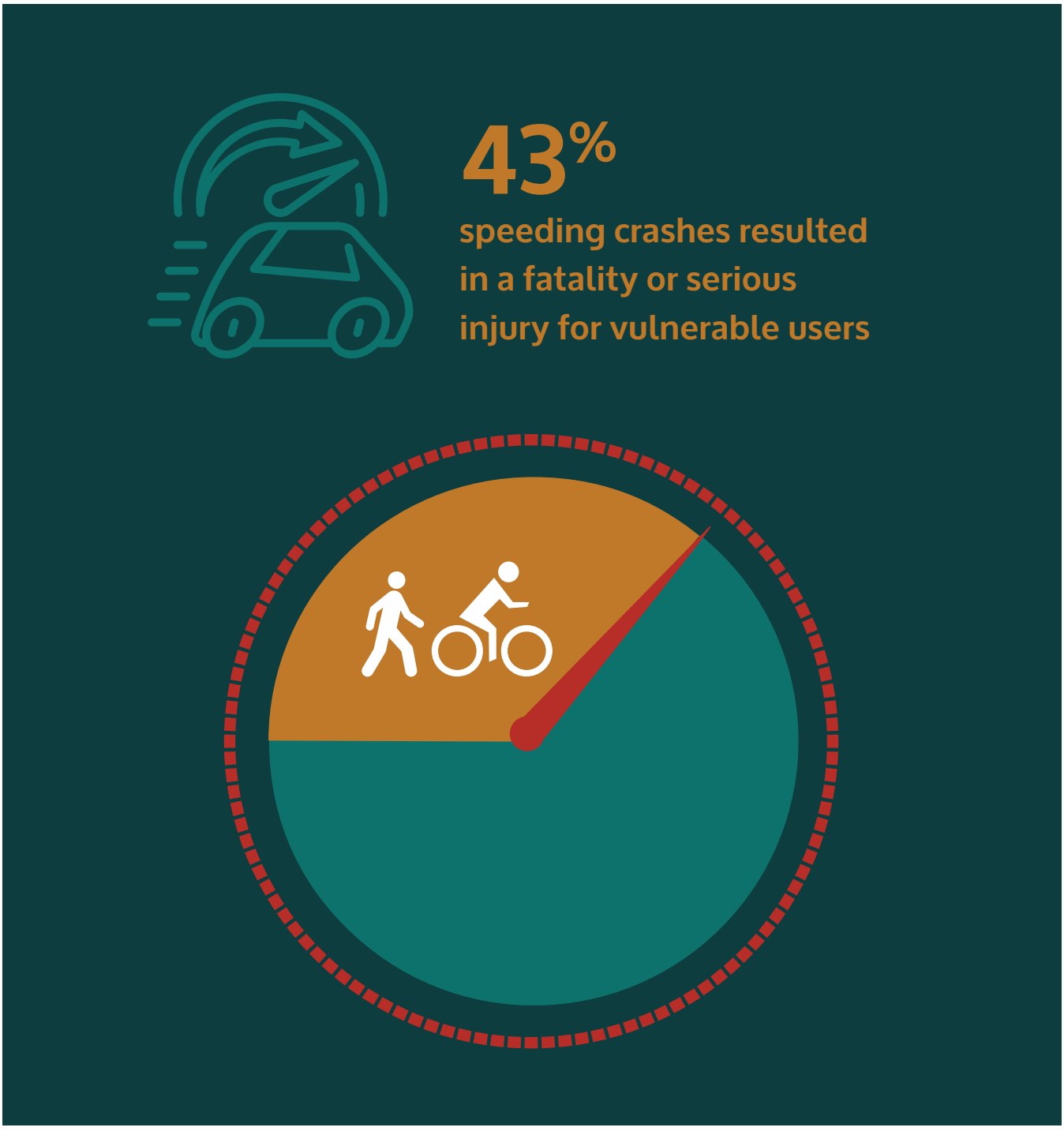
A temporary Slow Street installation in Bentonville

Pilot Project Highlight: Siloam Springs Neighborhood Greenway Pilot Project

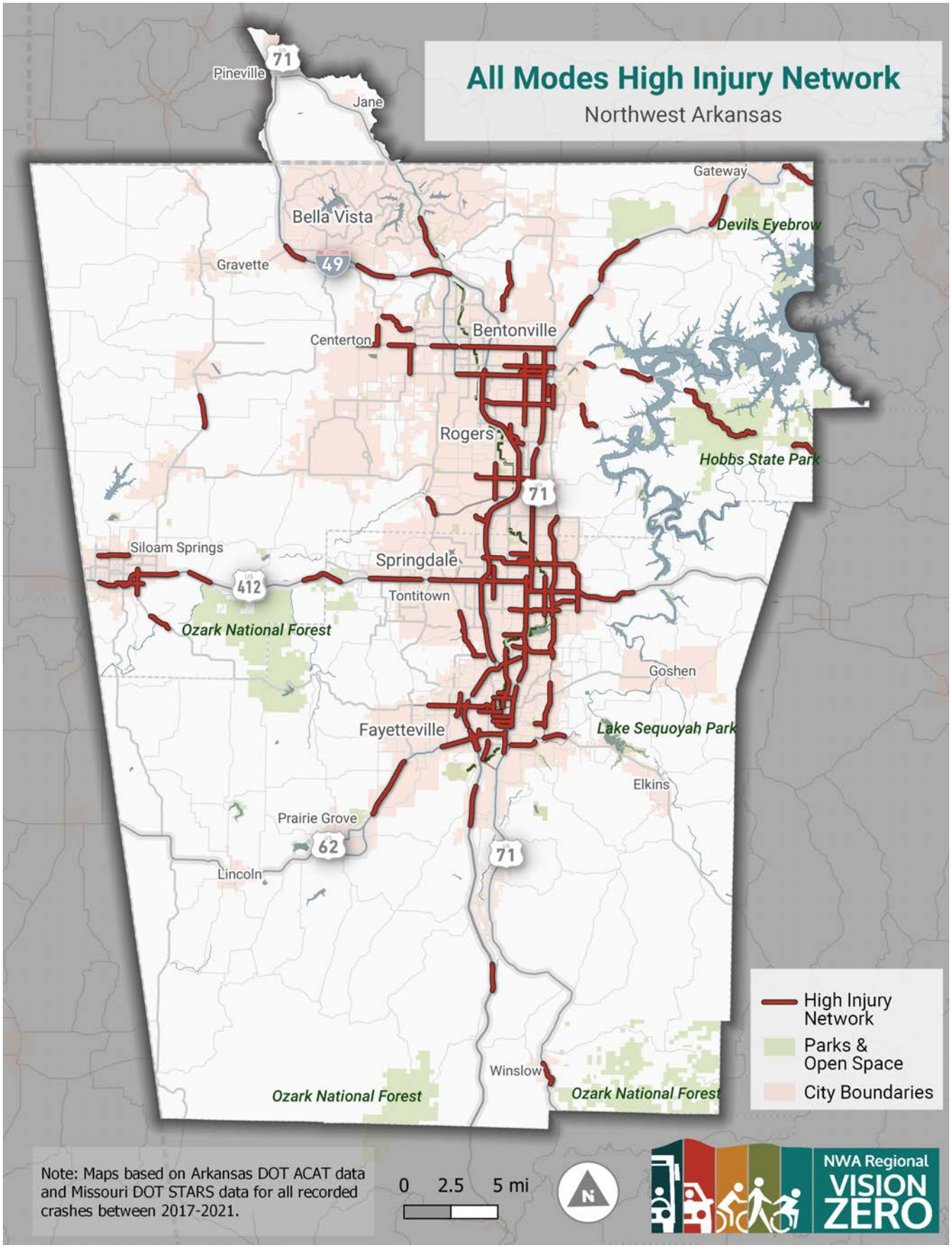
Trailblazers worked with the City of Siloam Springs to design and install a Neighborhood Greenway pilot project from downtown Siloam Springs to the Dogwood Springs Walking trail. A neighborhood greenway is a traffic calmed, slow-speed street that creates a shared space for drivers, bicyclists, and pedestrians. The project rollout included an evaluation of vehicle speeds and volumes, bicycle volumes, and crash data, as well as a post-installation survey to collect public feedback.

Roadway Safety Analysis

Crashes occur because of a variety and often a combination of contributing factors. These factors may include excessive speed, roadway conditions, equipment failure, inexperience, environmental conditions (e.g., weather, lighting, glare), and human behaviors, including distraction, impairment, and not complying with traffic laws. With 1,369 KSI crashes over a five-year period, the HIN represents the most critical corridors that should be addressed in the region. Crash analysis resulted in numerous findings related to street characteristics and contexts in Northwest Arkansas. The following highlights a few of those findings along with the full HIN map for all modes.



High Injury Network



Equity

Increasing safety across the region cannot succeed without a focus on equity and identifying communities that have disproportionate traffic safety impacts. The transportation system in Northwest Arkansas must work for everyone across the region; therefore, equity is integrated throughout the NWA Vision Zero Plan. Together with the Safe System Approach, recommended actions can address safety for people that have experienced a historical disadvantage, persistent poverty, and/or social vulnerability.

To create a broad characterization of communities that have sociodemographic vulnerabilities and to define the populations this Plan used criteria for Areas of Persistent Poverty, Historically Disadvantaged Communities as identified by the USDOT RAISE Mapping Tool, and the Social Vulnerability Index (SVI) as defined by the Centers for Disease Control and Prevention (CDC) and Agency for Toxic Substances and Disease Registry (ATSDR).

Historically Disadvantaged Communities[4] refers to populations sharing a particular characteristic, as well as geographic communities, that have been systematically denied a full opportunity to participate in aspects of economic, social, and civic life.

- Transportation access disadvantage identifies communities and places that spend more, and take longer, to get where they need to go.
- Health disadvantage identifies communities based on variables associated with adverse health outcomes, disability, as well as environmental exposures.
- Environmental disadvantage identifies communities with disproportionately high levels of certain air pollutants and high potential presence of lead-based paint in housing units.
- Economic disadvantage identifies areas and populations with high poverty, low wealth, lack of local jobs, low homeownership, low educational attainment, and high inequality.
- Resilience disadvantage identifies communities vulnerable to hazards caused by climate change.
- Equity disadvantage identifies communities with a with a high percentile of persons (age 5+) who speak English "less than well."

Equity Defined

Equity is a pluralistic concept that centers on the concept of fairness and justice. Any equitable effort should consider and address historical marginalization, disenfranchisement, and disinvestment. The equity analysis for the NWA Vision Zero Plan examined the disproportionate impacts and disparate outcomes for those who have been harmed.

Area of Persistent Poverty[5] is defined by the USDOT as any County or Census Tract that has consistently had greater than or equal to 20 percent of the population living in poverty over a defined period.

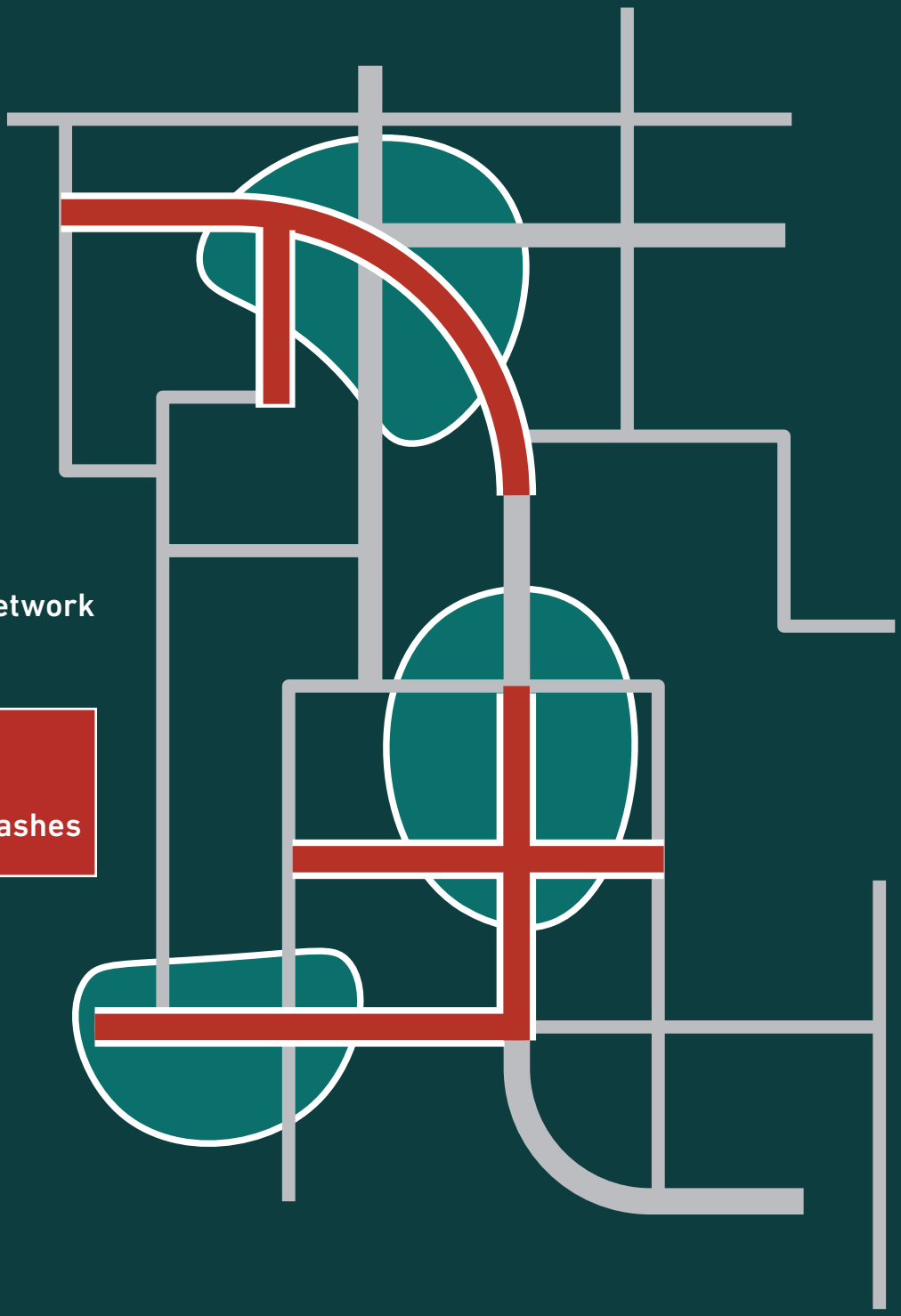
Social Vulnerability[6] refers to the potential negative effects on communities caused by external stresses on human health. Factors include:

- Socioeconomic status (below 150% poverty, unemployed, housing cost burden, no high school diploma, no health insurance)
- Household characteristics (aged 65 or older, aged 17 or younger, civilian with a disability, single-parent households, English language proficiency)
- Racial and ethnic minority status (Hispanic or Latino (of any race); Black and African American, Not Hispanic or Latino; American Indian and Alaska Native, Not Hispanic or Latino; Asian, Not Hispanic or Latino; Native Hawaiian and Other Pacific Islander, Not Hispanic or Latino; Two or More Races, Not Hispanic or Latino; Other Races, Not Hispanic or Latino)
- Housing type & transportation (multi-unit structures, mobile homes, crowding, no vehicle, group quarters)

The Vision Zero Plan identified and prioritized investments in communities that have experienced varying degrees of disadvantage. Additionally, recommended actions have been intentionally developed to ensure policing and other enforcement efforts do not create or perpetuate disparities and unintended consequences in communities of color or areas of persistent poverty.

BENTONVILLEBIKEFEST.COM
BIKE FEST

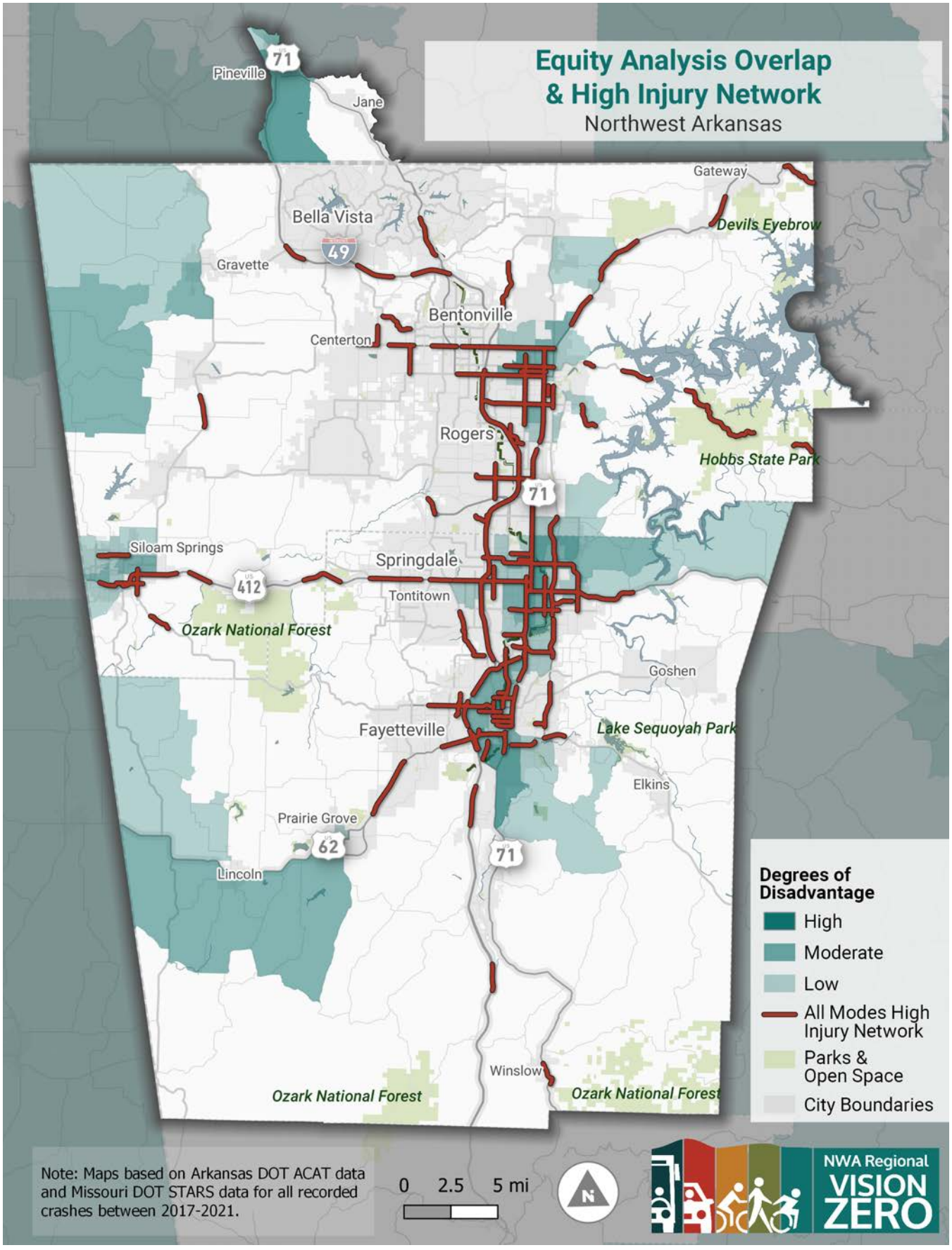
Vulnerable roadway users that live in disadvantaged areas are overrepresented in fatal and serious injury crashes.



6%
of roadway network

16%
of total KSI crashes

Equity Analysis Overlap and HIN



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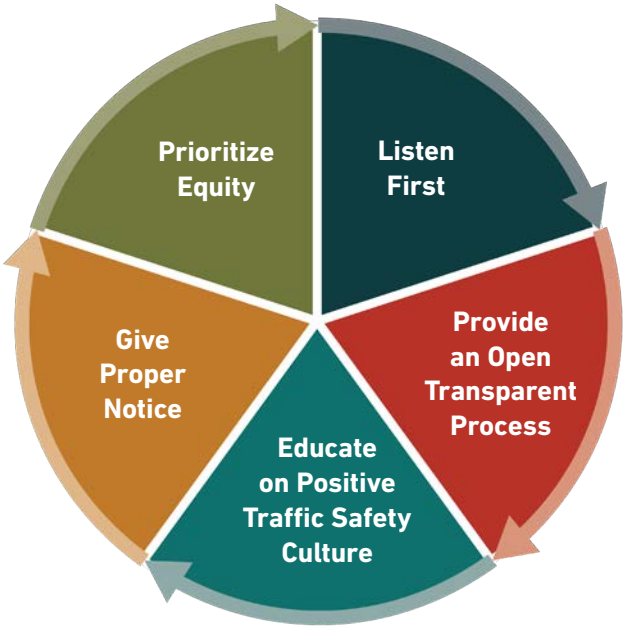
3 Community Outreach

3. Community Outreach

The Northwest Arkansas Vision Zero Plan employed a wide range of digital and in-person engagement tools to inform the community and solicit feedback on roadway safety. Communicating the importance of roadway safety during the development of this Plan is an important step in long-lasting efforts to engage and empower people in the region to make changes that save lives. Five key elements were foundational for engagement:

1. **Listen First:** Events and outreach were structured so people could have multiple opportunities and options to share their experiences, interests, and concerns related to safety.
2. **Provide an Open and Transparent Process:** Engagement was accessible to as many members of the community as possible.
3. **Educate on Positive Traffic Safety Culture:** Each engagement event incorporated education components about the personal and community benefits of safety.
4. **Give Proper Notice:** Engagement would provide the community members time to attend one of several events as well as online opportunities for feedback.



5. **Prioritize Equity:** Engagement activities will ensure that input from minority populations and low-income populations are heard and reached out too and provided materials in Spanish.

Source https://nwa.pressreader.com/article/281878712709691

Promotion for the Vision Zero Plan relied on digital/social media, word of mouth, and traditional print media. The Northwest Arkansas Democrat-Gazette for the May 8, 2023 Issue highlighted the Safety Demonstration Site Walk in Fayetteville that took a group of municipal staff, local advocates, and elected officials from across the region on a tour near the intersection of M.L.K. Jr. Boulevard and S. School Avenue (US Business 71) to discuss and see different implemented solutions for safety along with street characteristics that should still be addressed.

Listening Sessions

Scheduled listening sessions with municipal staff provided understanding and background for the state of safety within the region along with past efforts that have increased safety. Each listening session included conversation related to:

- Traffic safety culture,
- Process for project implementation,
- Effective tools already being used,
- Challenges to increasing safety,
- Specific locations where changes should be made, and
- Concerns about staff capacity and/or resources available.

Listening sessions revealed that while ongoing efforts are being made at the local level, there is still a lot of work left to do. Major arterials moving through communities present some of the biggest threats. Simultaneously, there is a need for policies and programs to target speed, distracted driving, and prioritize people walking and bicycling to achieve a safer system as a whole.

Public Interaction

In-person activities are showcased in Table 3. They included a mix of pop ups at various events and safety demonstration site walks around the region.

Table 3: In-Person Engagement Events

Event Name	Date	Community
Bentonville Moves	4/27/2023	Bentonville
Springdale EV Meeting NWARPC	4/28/2023	Springdale
Beaver Watershed LID Smart Growth	4/27/2023	Springdale
Bentonville Safety Project Demo	5/2/2023	Bentonville
Fayetteville Safety Demonstration Project	5/3/2023	Fayetteville
Safe Streets for All Working Group 3 Meeting	5/4/2023	Springdale
Bentonville First Friday	5/5/2023	Bentonville
Lower Ramble	5/5/2023	Fayetteville
First Friday	5/5/2023	Huntsville
Rogers Concert Series	5/5/2023	Rogers
Square 2 Square Ride Bentonville End	5/6/2023	Bentonville
Bentonville Farmers Market	5/6/2023	Bentonville
Coler Noon to Moon	5/6/2023	Bentonville
Rogers Concert Series	5/6/2023	Rogers
Rogers Farmers Market	5/6/2023	Rogers
Square 2 Square (halfway halt)	5/6/2023	Springdale
Farmers Market Springdale	5/6/2023	Springdale

Safety Demonstration Site Walks

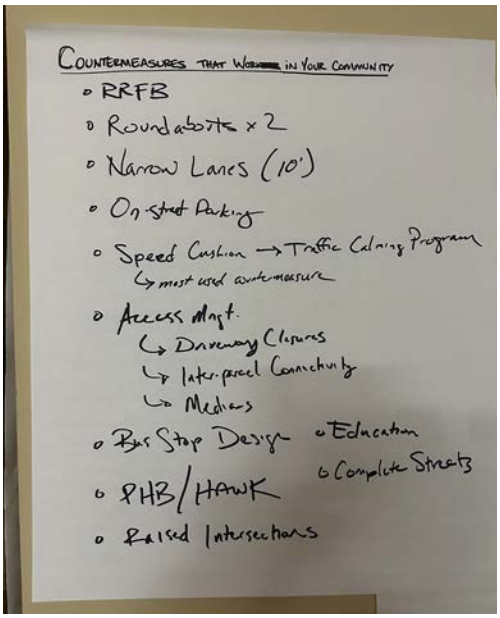
Two Safety Project Demonstration Site Walks were held, one in Bentonville and one in Fayetteville, that gave residents, municipal staff, and advocates from around the region the opportunity to walk and talk about infrastructure problems and solutions that local municipalities have. Approximately 40 people attended the two Safety Demonstrations. Bentonville's Safety Demonstration focused on touring the quick build parking protected two-way separated bike lane on SW 8th Street, while the Fayetteville Safety Demonstration focused on examining different pedestrian and bicycle constraints: large state-owned arterials and intersections and a few successful pedestrian crossings for the Razorback Greenway. The demonstrations also allowed advocates and residents to discuss problems they experience and witness along the route.

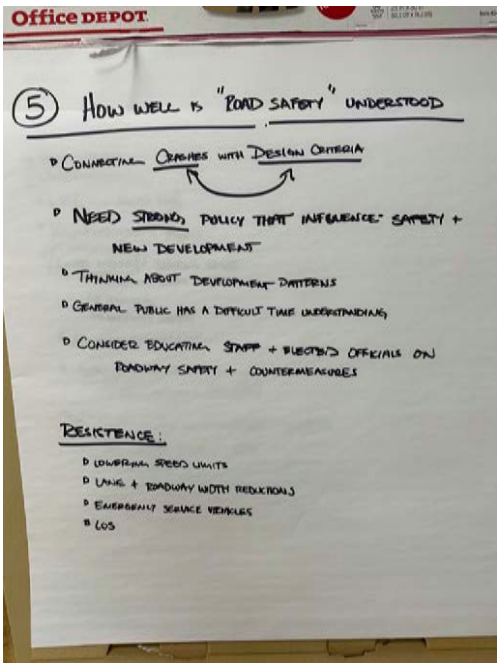
Pop-Up Booths

A go-to approach to engagement led to multiple events with pop-up booths for the NWA Vision Zero Plan throughout the region. The pop-ups included posters showcasing the number of fatalities and serious injury crashes in the region and business cards with QR codes for the public survey. Pop-up booth locations included the Square 2 Square Halfway Halt, Bentonville First Friday, Huntsville First Friday, Rogers Concert Series, Rogers Farmers Market, and the Farmers Market in Springdale. Square 2 Square is a biannual bike ride along the Razorback Regional Greenway for 30 miles between Fayetteville and Bentonville with nearly 2,000 riders, both local and regional, attending. Two events, the Rogers Concert Series and the Springdale Cinco de Mayo Farmers Market, had large Latino and Hispanic attendance which gave the opportunity to engage Spanish speaking residents.

Regional Safety Working Group

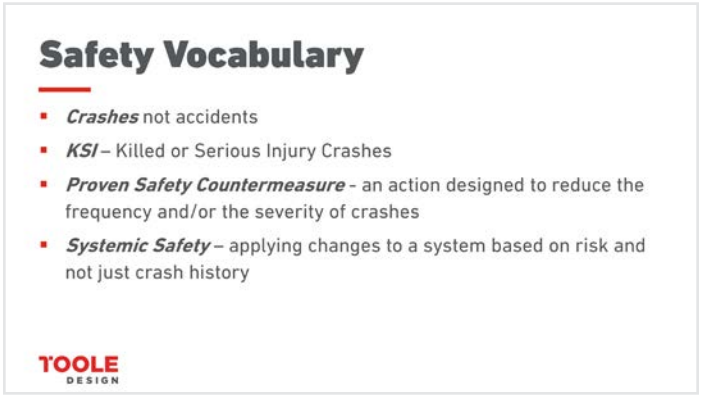
The regional safety working group met four times over the course of the NWA Vision Zero Plan development. It consisted of municipal staff, elected officials, regional advocates, and more. A key role of the working group was to discuss safety in the region, to guide recommended actions for policies, programs, and projects. Using the Safe System Approach foundation, the regional working group helped shape the NWA Vision Zero Plan and customize the recommendations that will reduce serious injury and fatal crashes in the region.

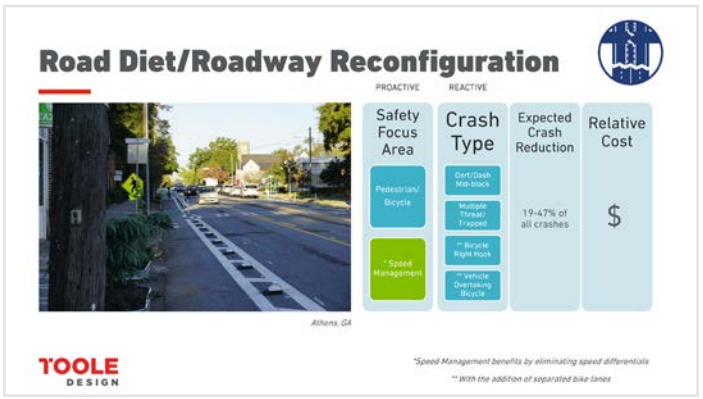




Safety Webinar Series

Educating decision-makers and the general public about safety in the region and specifically the Safe System Approach was an important role of engagement for the NWA Vision Zero Plan. Safety Webinars were developed to serve as a lasting resource to explain how addressing safety should emphasize the characteristics of the roadways that are leading to the lives being lost and that a system approach should be both reactive—implementing solutions along the High Injury Network—and proactive—deploying safety countermeasures to reduce risk. The Safety Webinar Series was recorded and was posted to the project website to allow for on-demand listening.





Public Feedback

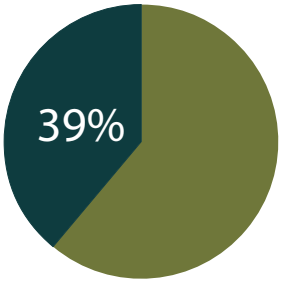
Digital tools included an online survey and map. Participants that provided feedback on the interactive map were asked to identify:

- Locations where they feel unsafe
- Locations where they feel safe
- Places where a roadway improvement could be made

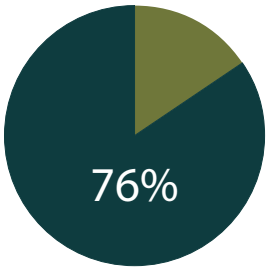
Most people who commented live in the eastern part of the region, yet most of the points are shown in the larger, more dense areas of Fayetteville and Bentonville. Overall, 316 people responded to the survey placing over 600 points on the interactive map.

When asked what the major issues are affecting your safety on the roadways in Northwest Arkansas, community members responded that distracted driving, lack of sidewalks and/or continuous sidewalks, and people driving too fast were the top three major issues.

When asked how you typically get around Northwest Arkansas, most respondents drove, walked, or rode their bike. When asked how often they bike or walk, 39% walked or biked daily and 76% walked or biked at least once a week.



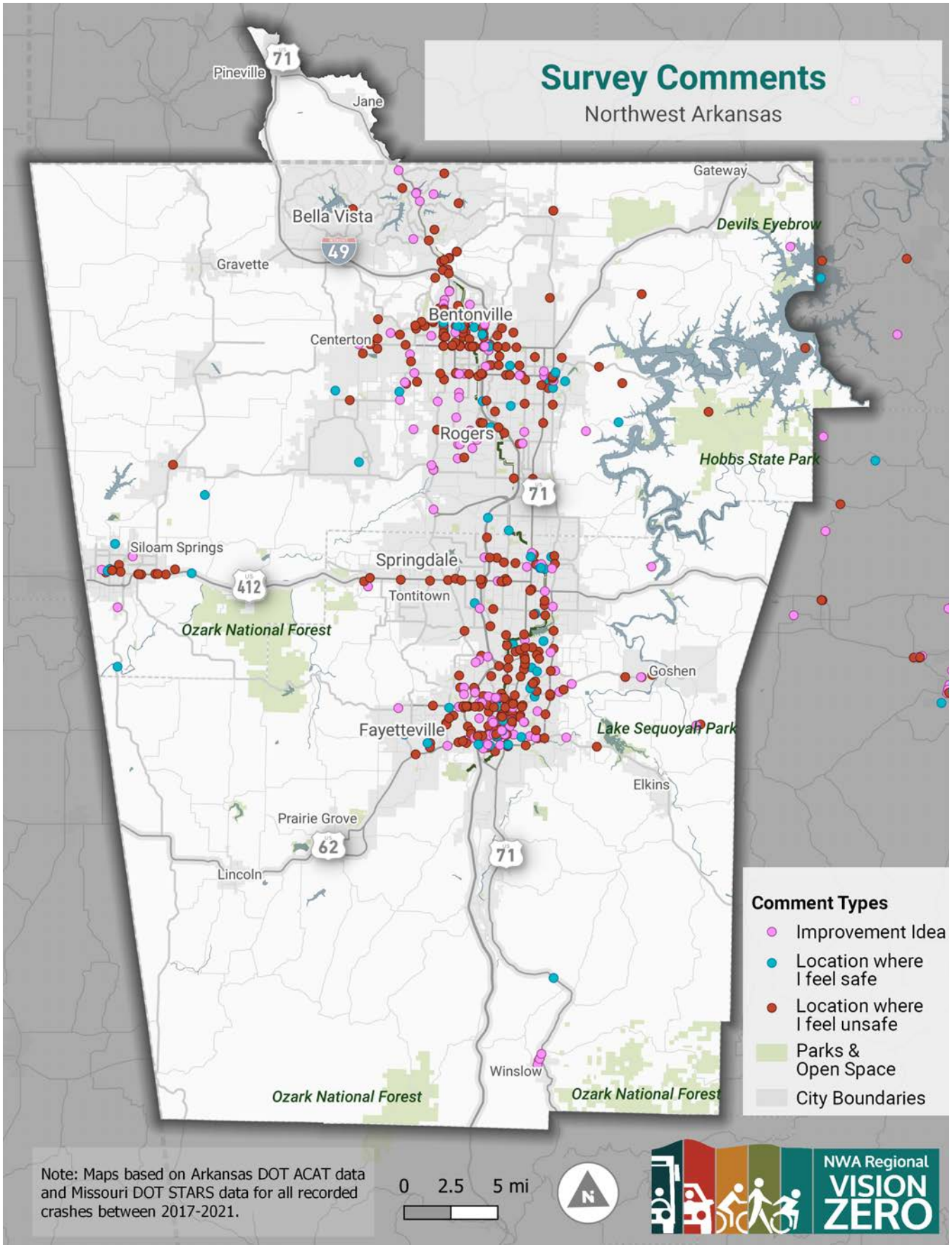
Walk or bike daily



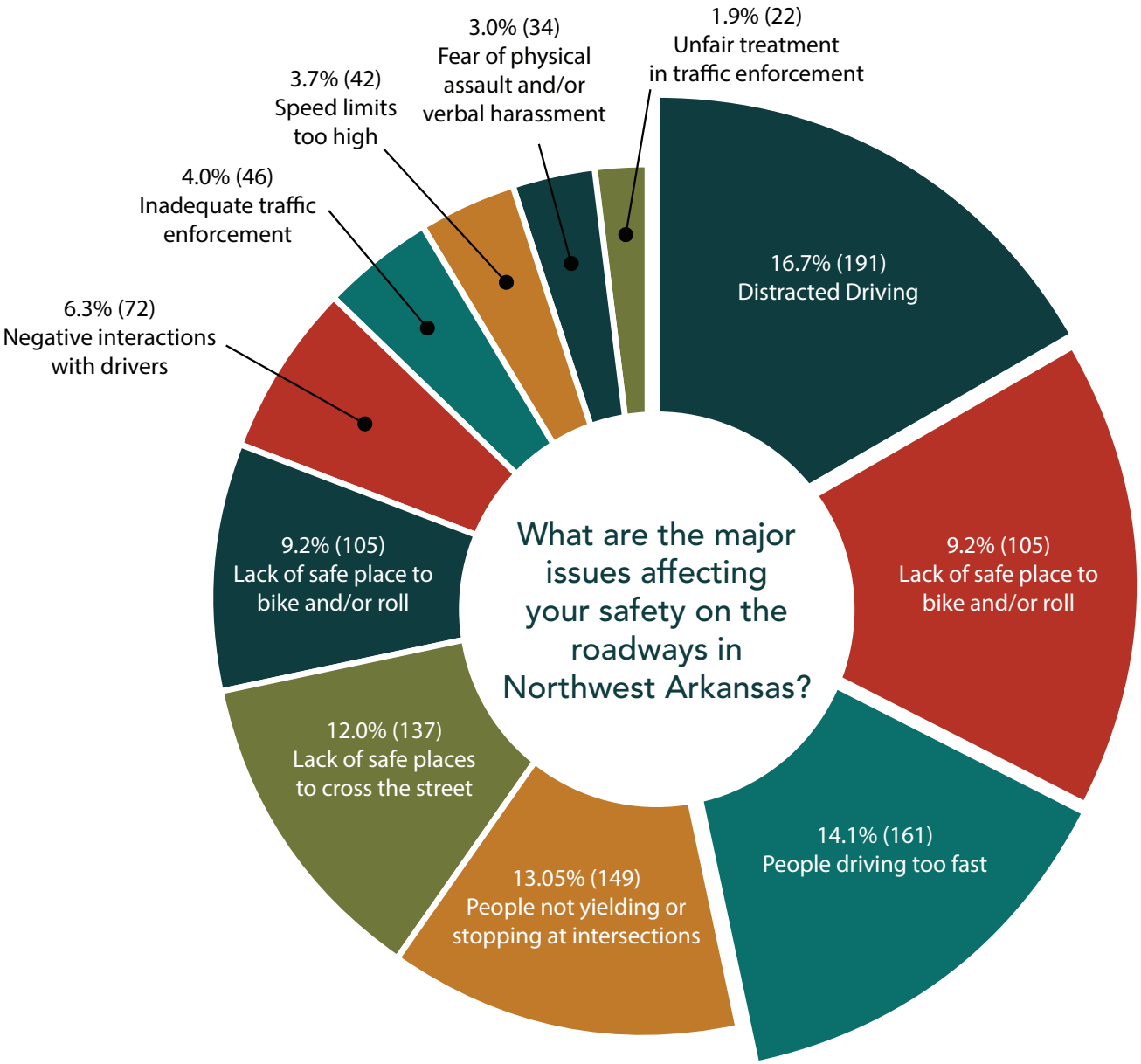
Walk or bike at least once a week

How do you typically get around NWA?

Interactive Map Comments



Public Survey Results



TAKE THE SURVEY!
NWA Regional
VISION
ZERO

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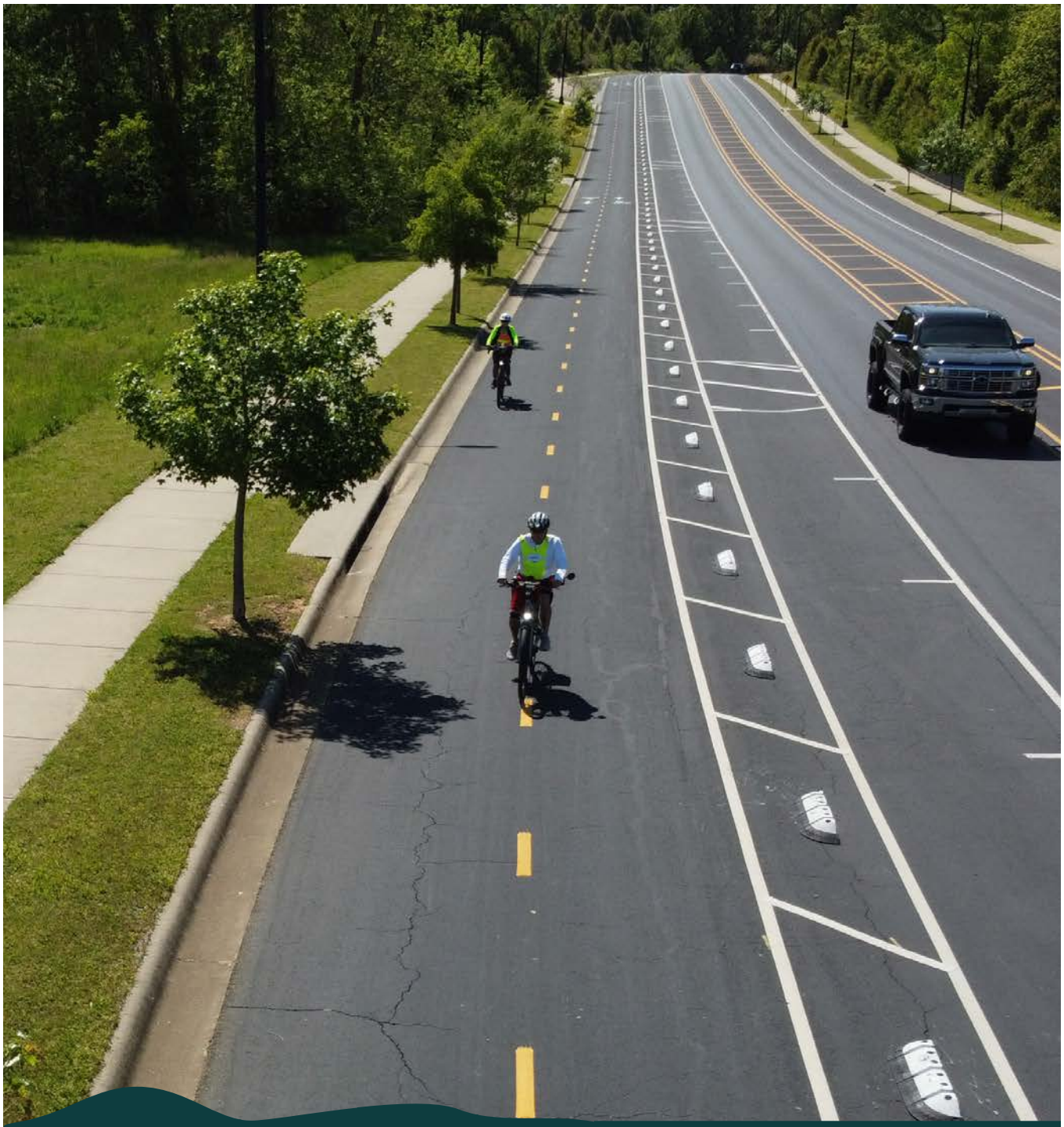


4 Goals and Actions

4. Goals and Actions

Goals

The mission of Vision Zero—to Save Lives—requires changing how we design and operate our transportation system. The Safe System Approach is the foundation for this change that prioritizes human life above everything else. Through this Plan's analysis, a High Injury Network has been established based on severity of crashes, roadway characteristics, individual behaviors, and unsafe speeds which highlights corridors where fatal and serious crashes are overrepresented on the regional roadway network.

This plan establishes four goals for addressing roadway safety and implementing Vision Zero in Northwest Arkansas:

1. Promote a culture that prioritizes people's safety
2. Reduce conflicts between roadway users
3. Establish policies, practices, and programs that focus on safety at all levels
4. Slow vehicle speeds

Actions

Achieving goals is not always quick or easy. Effective implementation comes from coordinating various agencies and people to take action focused on safety. The staffs of agencies and their partners must have clear tasks. Institutions must have proper incentives and authority to implement their mission.

Each goal is supported by actions that are assigned lead agencies and timeframes. By breaking overarching goals into specific actions this Plan builds a comprehensive set of efforts that together will implement Vision Zero and save lives.

What you'll see here...

A. Action items, Each action item is a discrete, specific effort that can be advanced by a Vision Zero partner.

B. Timeframe, Action items are assigned general timeframes to help action leaders prioritize their efforts. Although the timeframes note a number of years, these timeframes align with the level of effort for completing these actions. Timeframes include:

   a. Immediate: 0-2 years;

   b. Short: 2-5 years; or

   c. Medium-Long: 5-10 years.

C. Safe System Elements, Individual actions support one or more elements of the Safe System Approach. Those elements include:

   a. Safer Road Users

   b. Safer Roads

   c. Safer Speeds

   d. Safer Vehicles

   e. Post-Crash Care.

D. Action Leader and Supporting Partners, Each action item is led by an action leader and supported by various agency partners.

	A Action	B Timeframe	C Safe System Elements	D Action Leader	Supporting Partners
A.1	Prioritize Vision Zero Investments in Areas with High Social Vulnerability	Medium	Safer Roads	NWARPC	
A.2	Increase Frequency, Speed, and Service Area for Public Transportation	Medium	Safer People	Transit Agency	Member Agency
A.3	Work with Media Partners to Report Traffic Crashes More Accurately, to Avoid Victim Blaming, and Report Crashes in the Context of Vision Zero	Medium	Safer People	NWARPC	Member Agency
A.4	Partner with Youth Organizations to Create Peer-To-Peer Anti-Distraction Messaging Campaigns	Short	Safer People	Member Agency	

1

Promote a culture that prioritizes people's safety

Ongoing communication along with projects that put safety first is critical to culture change. Culture is more than messaging; it is a set of behaviors and a way of life that values the safety of fellow roadway users by every person during every trip.

	Action	Timeframe	Safe System Elements	Action Leader	Supporting Partners
A.1	Prioritize Vision Zero investments in areas with high social vulnerability	Medium-Long	Safer Roads	NWARPC	
A.2	Increase Frequency, Speed, and Service Area for Public Transportation	Medium-Long	Safer Users	Transit Agency	Member Agency
A.3	Work with Media Partners to Report Traffic Crashes More Accurately, to Avoid Victim Blaming, and Report Crashes in the Context of Vision Zero	Medium-Long	Safer Users	NWARPC	Member Agency
A.4	Partner with Youth Organizations to Create Peer-To-Peer Anti-Distraction Messaging Campaigns	Short	Safer Users	Member Agency	
A.5	Enhance Training for Law Enforcement Personnel Responsible for Crash Reporting to Address the Unique Attributes Required to Accurately Report Crash Circumstances Involving People Walking and Bicycling	Medium-Long	Safer Users	Member Agency	
A.6	Support DUI/DWI Court Programs that Focus on Education and Treatment over Punishment	Medium-Long	Safer Users	Member Agency	
A.7	Promote TDM, and Street Design Policies that Reduce Vehicle Miles Travelled and Automobile Dependence	Short	Safe Roads; Safer Users	NWARPC	Member Agency
A.8	Promote Street Networks and Land Use Patterns that Reduce Trip Distances and Automobile Dependence	Short	Safe Roads; Safer Users	NWARPC	Member Agency
A.9	Develop a Region-Wide Safety Campaign to Share Information with the Community about Traffic Safety for All Modes	Short	Safer Users	NWARPC	Member Agency
A.10	Encourage large employers of truckers to put speed governors on trucks	Medium-Long	Safer Vehicles; Safer Users	NWARPC	
A.11	Install pedestrian-scale lighting where trails are present	Medium-Long	Safer Roads	Member Agency	

	Action	Timeframe	Safe System Elements	Action Leader	Supporting Partners
A.12	Install lighting on all arterial roadways	Medium-Long	Safer Roads	ARDOT, Member Agency	NWARPC
A.13	Conduct roadway safety audits after every fatality	Short	Safer Users, Safer Roads	NWARPC	
A.14	Implement a micro sidewalk gap program	Immediate	Safer Users	NWARPC	
A.15	Conduct ongoing safety campaigns and events with the community - community safety advisory team (religious leaders, community centers, rec centers)	Medium-Long	Safer Users	NWARPC	Member Agency
A.16	Analyze growth areas adjacent to HIN	Medium-Long	Safer Roads	NWARPC	
A.17	Conduct economic and equity analysis	Medium-Long	Safer Users	NWARPC	
A.18	Conduct analysis of inequities within native populations	Short	Safer Users	NWARPC	

2

Reduce conflicts between roadway users

Anticipating human error means provide more space between users to minimize crash severity if and when it happens. Reducing conflicts is rooted in designing streets that consider how different users move in time and space and using effective strategies and best practices to increase safety.

	Action	Timeframe	Safe System Elements	Action Leader	Supporting Partners
B.1	Reduce Distances Between Crossings along State Highways	Medium-Long	Safer Roads	ARDOT	NWARPC, Member Agency
B.2	Implement Road Diets along the High Injury Network	Medium-Long	Safer Roads	NWARPC	
B.3	Close Gaps in Bicycle and Pedestrian Networks	Medium-Long	Safer Roads	NWARPC	
B.4	Close all slip lanes	Medium-Long	Safer Roads	Member Agency	
B.5	Implement leading pedestrian intervals at all signalized intersections	Short	Safer Roads	ARDOT, Member Agency	
B.6	Implement pedestrian recall on all permissive and through phases	Medium-Long	Safer Roads	ARDOT, Member Agency	
B.7	No right-turns on red on the HIN or high pedestrian routes	Short	Safer Roads	ARDOT, Member Agency	
B.8	Access management to combine driveways to adjacent properties OR building medians to restrict left turns near driveways and intersections	Medium-Long	Safer Roads	ARDOT, Member Agency	
B.9	Install or retrofit countdown ped heads	Medium-Long	Safer Roads	ARDOT, Member Agency	
B.10	Implement pedestrian friendly cycle lengths, maximum 3' per second of walking speed	Short	Safer Roads	ARDOT, Member Agency	
B.11	Elliminate of dual center turn lanes on arterials	Medium-Long	Safer Roads	ARDOT, Member Agency	
B.12	Protected left turn signal phasing, eliminate both yield and flashing yellow	Medium-Long	Safer Roads	ARDOT, Member Agency	
B.13	Standardize crosswalk design standards including ladder spacing and widths	Short	Safer Roads	NWARPC, ARDOT	Member Agency

	Action	Timeframe	Safe System Elements	Action Leader	Supporting Partners
B.14	Review crosswalk spacings and distance of crossings (include pedestrian refuge islands)	Short	Safer Roads	ARDOT, Member Agency	
B.15	Shared path or separated/raised/protected facilities for bicycle routes on roadways with speeds above 35 mph	Medium-Long	Safer Roads	ARDOT, Member Agency	
B.16	Edge and center line treatment with bicycle-friendly rumble strips	Medium-Long	Safer Roads	ARDOT, Member Agency	
B.17	Implement a sidewalk gap program to fill short segments outside of development process	Short	Safer Roads	ARDOT, Member Agency	
B.18	Identifying walking zones for schools, recreation centers, and other community identified priorities for connectivity	Medium-Long	Safer Roads	ARDOT, Member Agency	School Board
B.19	Overpass or tunnel for trail crossing with 55 mph+ vehicle speeds	Medium-Long	Safer Roads	ARDOT, Member Agency	
B.20	Daylighting intersections and urban town centers	Medium-Long	Safer Roads	ARDOT, Member Agency	
B.21	Convert front-in angle parking to back-in angle or parallel parking in downtown areas	Medium-Long	Safer Roads	ARDOT, Member Agency	
B.22	Provide buffers to sidewalks	Medium-Long	Safer Roads	ARDOT, Member Agency	
B.23	Assess bicycle and pedestrian projects to increase seperation	Short	Safer Roads	NWARPC	Member Agency

3

Establish policies, practices, and programs that focus on safety at all levels

Accomplishing zero fatal and serious injury crashes requires changes at every level. Policy sets the stages for daily decisions to change and can influence practices, programs, and mindsets that are essential for the Safe System Approach to be effective.

	Action	Timeframe	Safe System Elements	Action Leader	Supporting Partners
C.1	Adopt Complete Streets Policies	**Immediate**	Safer speeds; Safer Users; Safer Roads	NWARPC, Member Agency, ARDOT	
C.2	Address Safety within Routine Facility Maintenance	**Medium-Long**	Safer speeds; Safer Roads	ARDOT, Member Agency	
C.3	Identify and Implement Road Safety Improvements Through Routine Resurfacing	**Medium-Long**	Safer speeds; Safer Roads	ARDOT, Member Agency	
C.4	Develop a Multimodal Safety Toolbox that identifies strategies available to address safety concerns for all modes	**Short**	Safer speeds; Safer Roads	NWARPC	
C.5	Establish a Multi-Disciplinary Crash Response Team to evaluate and address fatal and serious injury crashes and crash locations	**Short**	Safer speeds; Safer Roads	NWARPC	ARDOT, Member Agency
C.6	Adopt Specifications for Incorporating Safety Features in New Fleet Vehicle Purchases and Retrofit Existing Vehicles	**Short**	Safer Roads	NWARPC	Member Agency
C.7	Advocate for Changes to State Law to Expand the Use of Automated Traffic Enforcement (ATE)	**Short**	Safer speeds; Safer Users; Safer Roads	NWARPC	
C.8	Establish zero tolerance policies and incentive programs to reduce and eliminate speeding	**Immediate**	Safer speeds; Safer Users; Safer Roads	Member Agency, Police Department	
C.9	Conduct roadway safety audits after every fatality	**Immediate**	Safer Roads	NWARPC, ARDOT	Member Agency
C.10	Consider alternatives primary access to schools on arterials or HIN for future school sites	**Medium-Long**	Safer Roads	School Board	Member Agency
C.11	Conduct crash analysis by type of vehicle due to semis and large trucks with trailers on roads	**Short**	Safer Roads	NWARPC	ARDOT, Member Agency

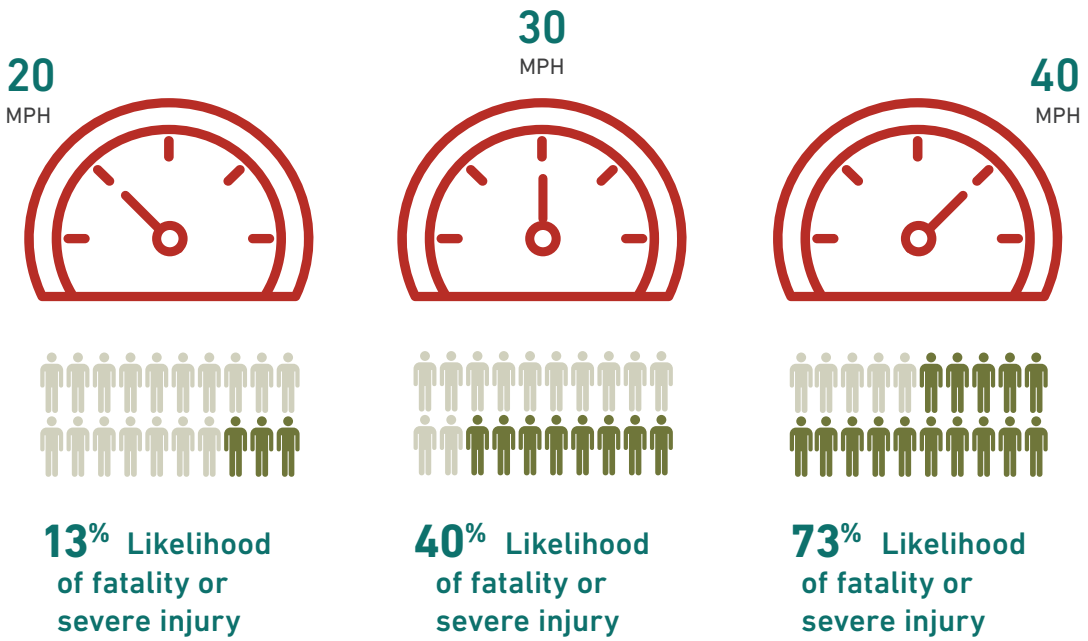
	Action	Timeframe	Safe System Elements	Action Leader	Supporting Partners
C.12	Conduct analysis of crashes on curves and hills in region	**Short**	Safer Roads	NWARPC	ARDOT, Member Agency
C.13	Conduct analysis of crashes related to dual center turn lane and commercial access management on arterials	**Short**	Safer Roads	NWARPC	ARDOT, Member Agency
C.14	Compare crashes within new greenfield development, housing, and commercial	**Short**	Safer Roads	NWARPC	Member Agency
C.15	Analyze before and after crash trends along recent roadway projects	**Medium-Long**	Safer Roads	NWARPC, ARDOT	

4

Slow Vehicle Speeds

Speed is at the heart of fatal and serious injury crashes. Getting people to drive slower will take more than just a lower a speed limit. Reducing vehicle speeds will require several tools and strategies to work together for the safety of all roadway users.

	Action	Timeframe	Safe System Elements	Action Leader	Supporting Partners
D.1	Review Speed Limits on the High Injury Network	Medium-Long	Safer speeds; Safer Users; Safer Roads	NWARPC	Member Agency, ARDOT
D.2	Reduce speed limits on local streets to 20 mph	Short	Safer speeds; Safer Users; Safer Roads	Member Agency	
D.3	Conduct a special speed study in local jurisdictions for blanket speed limit reduction	Short	Safer speeds; Safer Users; Safer Roads	NWARPC, Member Agency	
D.4	Engage state legislature to change laws related to speed limit setting	Short	Safer speeds; Safer Users; Safer Roads	NWARPC, Member Agency	
D.5	Adjust signal timing and signage for speed limit on arterials	Short	Safer speeds; Safer Users; Safer Roads	Member Agency, ARDOT	
D.6	Tighten turning radii, include truck aprons on freight routes	Medium-Long	Safer speeds; Safer Users; Safer Roads	Member Agency, ARDOT	
D.7	Post nighttime speed limits	Immediate	Safer speeds; Safer Users; Safer Roads	Member Agency, ARDOT	



Data Citation: Tefft, B.C. (2011). *Impact Speed and a Pedestrian's Risk of Severe Injury or Death* (Technical Report). Washington, D.C.: AAA Foundation for Traffic Safety.

Acknowledgements

The creation of the NWA Vision Zero Plan would not have been possible without the dedication of numerous NWARPC staff, municipal staff from member agencies, elected officials, and community partners.

This effort was lead by the NWARPC, in partnership with the Regional Working Group.

TO BE UPDATED

Name, *Title*

Name, *Title*

Name, *Title*

Safety Action Plan

RESOLUTION NO._____

A RESOLUTION TO ADOPT A COMPREHENSIVE SAFETY ACTION PLAN AND VISION ZERO POLICY; AND FOR OTHER PURPOSES.

WHEREAS, The City of Bentonville is a member of the Northwest Arkansas Regional Planning Commission;

WHEREAS, on May 25, 2022, the Board of Directors of the Northwest Arkansas Regional Planning Commission (NWARPC) approved Resolution # 2022-9 authorizing the submittal of an application to the U.S. DOT for a FY2022 Safe Streets and Roads for All (SS4A) Discretionary Grant to prepare a Regional Comprehensive Safety Action Plan (CSAP);

WHEREAS, the proposed Regional Comprehensive Safety Action Plan was developed through consultation with expert stakeholders, the SS4A CSAP working group, and public outreach across Northwest Arkansas;

WHEREAS, street crashes are one of the leading causes of death in the United States[1];

WHEREAS, the life and health of all persons living and traveling within the City of Bentonville are our utmost priority, and no one should die or be seriously injured while traveling on our streets;

WHEREAS, Vision Zero supports a paradigm shift toward making streets safer for all people by prioritizing the safety of those most at risk to death and serious injury;

WHEREAS, making streets safer for all people using all modes of transportation will encourage people to travel on foot, by bicycle, and by public transit, which supports a healthier, more active lifestyle and reduces environmental pollution; and

WHEREAS, the Board of Directors of the Northwest Arkansas Regional Planning Commission is scheduled to adopt the CSAP and a Vision Zero Policy on June 28, 2023.

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

Section 1: The City of Bentonville adopts the Regional Comprehensive Safety Action Plan attached hereto as Exhibit A and makes it part of this resolution, effective immediately;

Section 2: The City of Bentonville adopts a Vision Zero Policy which includes the goal of eliminating traffic deaths and serious injuries to zero by 2040 and endorses Vision Zero as a comprehensive and holistic approach to achieving this goal;

[1] Centers for Disease Control and Prevention. (2023, January 10). Global Road Safety. Centers for Disease Control and Prevention. Retrieved May 2, 2023, from https://www.cdc.gov/injury/features/global-road-safety

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 BY THE _____ CITY COUNCIL ON THE _____ DAY OF _____, 2023.

_____
Mayor

ATTEST: _____
City Clerk

Agenda Item Form

Date of City Council Meeting	**6/27/2023**
Department	**Transportation**
Submitted by	**Dennis Birge**
Phone	**479-271-5964**

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 apply for up to $25 million through the Federal application to the Safe Streets For All program and commit to the funding of Bentonville's share of the 20% matching funds. No budget adjustment is needed at this time.

Estimated Cost	**$2,750,000.00**
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 Street Bond program.

Memorandum

To: Mayor and City Council

From: Dennis Birge, Director of Transportation

Date: Monday, June 19, 2023

Re: Resolution to support an application for SSFA Grant and support of Vision Zero implementation with a goal of 2040.

Staff has been made aware of the possible availability of funding through the Safe Streets 4 All Federal opportunity. To apply for this funding, you must have a project that is located on the High Injury map included in the regional Vision Zero adopted policy. Greenhouse Road is one of the Bentonville roadways that is identified on this map. Also, it is the only project currently following the Federal guidelines in the Design process, since that has STGBP-A funding.

The Design is funded on an 80/20 grant through the STGBP-A and a partnership with Centerton to cover the 20% match. The application for the SSFA Grant would follow the same partnership guidelines and if awarded, the funding would be dedicated to the construction portion of the project.

In order to apply for the available funding of up to $25 million, the City of Bentonville also needs to be supportive and aligned with the Vision Zero Policy set forth by the NWARPC (North West Arkansas Regional Planning Commission). This would support a dedicated effort to reduce the number of serious and deadly accidents to zero by the year 2040 within the City of Bentonville. This would be accomplished by making street design improvements that will make streets safer for all people using all modes of Transportation by prioritizing the safety of those most at risk to death and serious injury.

Staff feels that the Greenhouse Road project has design practices that support a Vision Zero policy with the addition of a bike path, sidewalks, trail crossings, improved crosswalks, roundabout, center median, and intersection improvements.

Staff is seeking your support in the Vision Zero policy and your support for the application of additional funding for the Greenhouse Road project.

Please contact me with any questions or concerns by email at dbirge@bentonvillear.com or my telephone number is (479) 271-5964.

RESOLUTION NO. _____

A RESOLUTION EXPRESSING THE WILLINGNESS OF THE CITY OF BENTONVILLE TO APPLY FOR DEPARTMENT OF TRANSPORTATION SAFE STREETS FOR ALL (SS4A) IMPLEMENTATION GRANT FUNDING FOR GREENHOUSE ROAD; AGREEING TO THE 20% LOCAL MATCH REQUIRED BY THE FUNDER IF AWARDED; AND FOR OTHER PURPOSES.

WHEREAS, the City of Bentonville understands Department of Transportation Safe Streets for All Implementation grant programs are available at an 80% federal funder and 20% local government financial match arrangement to purchase, install and make street improvements within Greenhouse Road;

WHEREAS, the City of Bentonville understands that the funds for this project, if awarded, are available upon a reimbursement basis only, requiring work to be done, proof of payment completed and submitted to the funder, prior to the fiscal reimbursement from the funder;

WHEREAS, this project, using a portion of federal funds will be open and available for use by the public and will be maintained by the applicant;

WHEREAS, the City of Bentonville intends to partner with the City of Centerton and apply for Department of Transportation Safe Streets for All grant funding for this project;

WHEREAS, the current application requires applicants to contribute towards the grant amount of up to twenty-five million dollars ($25,000,000.00);

WHEREAS, the local match required for this amount would total 20% of the associated project cost which is up to five million dollars ($5,000,000.00);

WHEREAS, the local match would be split between the City of Bentonville and the City of Centerton based on the linear footage of roadway currently estimated in each municipality; and

WHEREAS, the current plan indicates that the split would be approximately 55% for the City of Bentonville two million seven hundred fifty thousand dollars ($2,750,000.00) and 45% for The City of Centerton two million two hundred fifty thousand dollars ($2,250,000.00).

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

Section 1: The City of Bentonville will submit a Safe Streets For All proposal to the Department of Transportation for Greenhouse Road, in collaboration with the City of Centerton;

Section 2: The City of Bentonville Mayor is hereby authorized and directed to execute all appropriate grant contracts necessary to expedite the above stated project, upon notification of award;

Section 3: The City of Bentonville pledges its full support and hereby authorizes the Street Department to submit the Safe Streets For All Grant Proposal as the Lead applicant in collaboration with the City of Centerton;

Section 4: The required matching in the amount of two million seven hundred fifty thousand dollars ($2,750,000.00) are hereby committed out of the 2021 Street Bond account pending the approval of the application and commitment from the City of Centerton on their portion of the local match;

Section 5 - Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 6 - Repeal of Conflicting 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.

THIS RESOLUTION adopted this _____ day of _____, 2023.

_____
Stephanie Orman, Mayor

ATTEST: _____
Kirby Romines, City Clerk

(SEAL)

Agenda Item Form

Date of City Council Meeting	**6/13/2023**
Department	**City Council**
Submitted by	**Cindy Acree**
Phone	

Item Type: (*Check Applicable Item Type)*

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

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

Ordinance setting term limits for Planning Commission members. Requested by Councilmember Acree.

Estimated Cost	
Is this Item Budgeted?	☐ Yes ☐ No

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

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE BENTONVILLE MUNICIPAL CODE CHAPTER 74, ARTICLE 74-11, SECTIONS 74-20 AND 74-21; AND FOR OTHER PURPOSES.

WHEREAS, Councilmember Acree requests term limits be imposed on the appointment of Planning Commission members; and

WHEREAS, if approved, this Ordinance change will govern any new term of a Planning Commission member.

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

Section 1: That the Bentonville Municipal Code, Chapter 74, Article 74-11, Sections 74-20 and 74-21, should be and the same is hereby amended as shown in the attached Exhibit "A", an electronic copy and paper copy of which is on file with the City Clerk, is hereby referred to, adopted, and made a part hereof as though it were copied herein fully;

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, Orders, or parts thereof, which are in conflict herewith, are hereby repealed.

PASSED and APPROVED this _____day of _____ , 2023.

APPROVED:

_____
Stephanie Orman, Mayor

ATTEST:

_____
Kirby Romines, City Clerk

Exhibit "A"

Sec 74-20 Terms Of Office Of Members

The members of the planning commission shall serve for five-year staggered terms. No member shall serve more than two, five-year terms without a one-year roll-off period. After two full terms have been served, the member must roll-off the planning commission for at least one year before being eligible for re-appointment.

(Code 1994, § 13.04.02)

State Law reference— Terms of office, A.C.A. § 14-56-405.

Sec 74-21 Vacancies In Office

When the term of office of any member of the planning commission expires or in the event of any vacancy, the mayor shall immediately make a nomination to fill the vacancy. The person so nominated and confirmed by the city council shall serve for the term of the person whom he replaced. Fulfilling a vacancy does not count towards the two-term limit in Sec 74-20.

(Code 1994, § 13.04.03)