



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, July 25, 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 July 25, 2023:**

https://us02web.zoom.us/webinar/register/WN_5TiFAqS-RFO1Rcib4dNfjQ

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: July 11, 2023

AGENDA

1. Planning:

1a. **Ordinance accepting a lot split of Lot 28 of Limestone Ranch Subdivision; Creating new Lots 29, 30, & 31 of Limestone Ranch Subdivision to the City of Bentonville, Arkansas; and for other**

purposes. (Project Number: LS23-0011) Southwest Regional Airport Boulevard, Southwest F Street and Southwest Stone Boulevard.

(Pages 16-18)

The Planning Commission voted 7-0 recommending approval.

A lot split of Lot 28 of Limestone Ranch Subdivision, originally 4.77 acres, creating new Lots 29, 30 & 31 of Limestone Ranch Subdivision, measuring 1.92, 1.33, and 1.52 acres respectively. The plat dedicates two 40' wide access easements, one along Southwest Stone Boulevard, and one along Southwest F Street, as well as a 20' utility easement extending southwest from the northern property boundary along Arkansas Highway 12. No variances or waivers are associated with this lot split.

- 1b. **Ordinance accepting a property line adjustment of Lot 26 Block 1 of Quail Run Subdivision and Lot 15 Block 1 of Quail Run II Phase 2; Creating new Lot 27 Block 1 of Quail Run Subdivision and Lot 16 Block 1 of Quail Run Subdivision to the City of Bentonville, Arkansas; and for other purposes. (Project Number: PLA23-0011) 1310 Quail Run Circle and 1307 Northwest K Street.**

(Pages 19-21)

The Planning Commission voted 7-0 recommending approval.

A property line adjustment of Lots 15 and 26, Block 1, of Quail Run Subdivision. The plat dedicates a 20' utility easement along the Northwest K Street side of the property. No variances or waivers are associated with this property line adjustment.

- 1c. **Ordinance accepting a property line adjustment of part of Lots 11 & 12 of Clark's Addition; Creating new Lots 32 and 33 of Clark's Addition to the City of Bentonville, Arkansas; and for other purposes. (Project Number: PLA23-0020) 204 and 206 Southwest Glover Street.**

(Pages 22-24)

The Planning Commission voted 7-0 recommending approval.

A property line adjustment of Lots 11 & 12 of Clark's Addition into Lots 32 & 33 of Clark's Addition. The plat dedicates approximately 283 square feet of right-of-way along Glover Street per Master Street Plan requirements, and a 12' utility easement along the Glover side of the property as well. No variances or waivers are associated with this property line adjustment.

- 1d(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: RZ23-0035) 204 SW F Street.**

(Pages 25-29)

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 (LDR) and Medium Density Residential (MDR) land use. 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.

- 1d(2). **Ordinance changing real estate in the City of Bentonville, Arkansas, from its present zoning classification of R-1, Low Density Single Family Residential to DN-2, Downtown Medium Density Residential; and for other purposes. (Project Number: RZ23-0035) 204 SW F Street.**
(Pages 25-31)

The Planning Commission voted 7-0 recommending approval.

The intent of the DN-2 district is to allow for an increased single-family density through small lot widths where alleys and infrastructure support such development and where small-lot single-family development provides an appropriate transition between large-lot residential areas and those of higher density. In some instances, such as the end of blocks, townhouses may be appropriate in this district. The proposed zoning of DN-2 is NOT consistent with the Future Land Use Plan but is compatible with the surrounding development patterns within this area of the city which supports the requested change.

- 1e(1). **Resolution amending the City of Bentonville Future Land Use Map for a specific area from General Commercial to Mixed Use Commercial and for other purposes. (Project Number: RZ23-0041) 2202 Del White Drive.**
(Pages 32-35)

The Planning Commission voted 7-0 recommending approval.

The Future Land Use Plan depicts this property as General Commercial (C) and is surrounded by General Commercial (C) and Low Density Residential (LDR) land use across a drainage ditch to the south. This is an area in transition as currently shown by the existing low-density residential zoning and a future land use classification as General Commercial. The application for C-3, is not consistent with the future land use of General Commercial as C-3 requires a future land use of Mixed-Use Commercial. Mixed-use commercial areas include uses that provide goods and services to nearby residents. Local retail, day-to-day services, and small offices are appropriate in these areas. Vertical mixed-use developments are encouraged in mixed-use commercial areas, with upper floors including offices, services, or residential uses.

- 1e(2). **Ordinance changing real estate in the City of Bentonville, Arkansas, from its present zoning classification of R-1, Low Density Single Family Residential to C-3, Mixed Use Commercial; and for other purposes. (Project Number: RZ23-0041) 2202 Del White Drive.**
(Pages 32-36)

The Planning Commission voted 7-0 recommending approval.

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

interaction to benefit the health and wellbeing of residents. This project, located on the Razorback Greenway is well positioned for mixed-use development.

- 1f(1). **Resolution amending the City of Bentonville Future Land Use Map for a specific area from Unclassified to Residential Estate; and for other purposes. (Project Number: RZ23-0048) 10325 S Morningstar Road.**

(Pages 37-41)

The Planning Commission voted 7-0 recommending approval.

The Future Land Use Plan currently does not have a depiction for this property as it was recently annexed, but the applicant is requesting that the designation be Residential Estates (RE). Residential estate areas include large detached single-family residential properties at least one acre in size. These areas may also include public uses that support residents.

- 1f(2). **Ordinance changing real estate in the City of Bentonville, Arkansas, from its present zoning classification of A-1, Agricultural to R-E, Residential Estate; and for other purposes. (Project Number: RZ23-0048) 10325 S Morningstar Road.**

(Pages 37-42)

The Planning Commission voted 7-0 recommending approval.

The R-E District is an extremely low-density residential district designed to provide for maximum privacy through the use of open spaces, permit the keeping of animals, specifically approved by the Planning Commission, promote scenic attraction, expand and promote residential alternatives and encourage the development of residential areas most protective of the environment. The proposed zoning of R-E is compatible with the surrounding development patterns within this area of the city and support the requested change.

- 1g(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: RZ23-0051) 1204 Lockheed Street.**

(Pages 43-47)

The Planning Commission voted 7-0 recommending approval.

The Future Land Use Plan currently shows this property as Low-Density Residential, however the applicant is requesting a change to the Future Land Use Map to Medium-Density Residential. These areas include townhouse or duplex residential properties with a typical density of 8-12 units per acre. These areas are found both near Downtown and in some recent growth areas. These areas may also include local amenities for residents, including neighborhood parks or places of worship. This property is located within Priority Area 2, Infill, as identified in Chapter 4 of the Bentonville Community Plan. This area looks to leverage the City's existing investments in utilities and streets to accommodate new development.

- 1g(2). **Ordinance changing real estate in the City of Bentonville, Arkansas, from its present zoning classification of R-1, Low Density Single Family Residential to R-2, Medium Density Two Family & Townhome Residential; and for other purposes. (Project Number: RZ23-0051) 1204 Lockheed Street.**

(Pages 43-48)

The Planning Commission voted 7-0 recommending approval.

A significant number of properties on Lockheed Street are already functioning as duplexes – a legal non-conforming use under the terms of the Zoning Code. Additionally, the new Walmart campus development to the West and existing commercial zoning and uses to the East sandwich this neighborhood amongst more intense uses. Rezoning to R-2 would be appropriate in this context and in line with recent rezoning request and approvals along Lockheed Street.

This request is not consistent with the Future Land Use Plan. However, the context of the property - with a significant number of existing two-family residential uses across the street and the recently approved R-2 rezoning to the north, as well as its location amidst new and existing intensifying commercial development – along with the goals of the Community Plan to capitalize on the existing infrastructure in this part of the City, an amendment to the Future Land Use Plan to Medium-Density Residential would be appropriate. Should the Planning Commission approve the Future Land Use Plan Amendment, Planning staff recommends approval of the rezoning request. Should the Planning Commission deny the Future Land Use Plan Amendment, Planning staff recommends denial of the rezoning.

- 1h. **Ordinance changing real estate in the City of Bentonville, Arkansas, from its present zoning classification of R-1, Low Density Single Family Residential to DN-2, Downtown Medium Density Residential; and for other purposes. (Project Number: RZ23-0052) 215 Southwest F Street.**

(Pages 49-55)

The Planning Commission voted 7-0 recommending approval.

The intent of the DN-2 district is to allow for an increased single-family density through small lot widths where alleys and infrastructure support such development, and where small-lot single-family development provides an appropriate transition between large-lot residential areas and those of higher density. In some instances, such as the end of blocks, townhouses may be appropriate in this district. The proposed zoning of DN-2 is consistent with the Future Land Use Plan and is compatible with the surrounding development patterns within this area of the city which lends support for the requested zoning change. This request is consistent with both the Future Land Use Plan and the uses of the surrounding zoning districts. The request is also consistent with recent development located in the vicinity.

- 1i. **Ordinance changing real estate in the City of Bentonville, Arkansas, from its present zoning classification of R-1, Low Density Single Family Residential to DN-2, Downtown Medium Density Residential; and for other purposes. (Project Number: RZ23-0053) 412 Northwest 6th Street.**

(Pages 56-60)

The Planning Commission voted 7-0 recommending approval.

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

patterns within this area of the city which lends support for the requested zoning change. This request is consistent with both the Future Land Use Plan and the uses of the surrounding zoning districts. The request is also consistent with recent development located in the vicinity. This request is in conjunction with related project PLA23-0021 seeking a property line adjustment of the same property.

- 1j. **Ordinance accepting a property line adjustment of Lot 14 and the East Half of Lot 13, Block 18 of Deming's 2nd Addition; Creating new Lot 25, Block 18 of Deming's 2nd Addition to the City of Bentonville, Arkansas; and for other purposes. (Project Number: PLA23-0021) 412 Northwest 6th Street.**

(Pages 61-64)

The Planning Commission voted 7-0 recommending approval.

A property line adjustment of existing Lot 14 and part of Lot 13, Block 18 of Deming's Addition, creating new Lot 25, Block 18 of Deming's Addition. This plat dedicates a 12' utility easement along Northwest 6th Street. There is already adequate right of way according to the Master Street Plan. No variances or waivers are associated with this property line adjustment. This property is associated with the rezone RZ23-0053, where the applicant is requesting DN-2. The plat would remove a lot line that currently runs through the existing dwelling on the property.

- 1k. **Ordinance accepting a lot split of previously un-platted land; Creating new Lots 1, 2, 3 & 4 of AJ Subdivision to the City of Bentonville, Arkansas; and for other purposes. (Project Number: LS23-0031) 10325 & 10327 South Morningstar Road.**

(Pages 65-68)

The Planning Commission voted 7-0 recommending approval.

The applicant is proposing a lot split of an existing 20-acre lot that was recently annexed into the City of Bentonville. The proposal is for 4 lots; two 2.50 acres lots, one 5-acre lot, and one 10.01-acre lot. The plat would dedicate a 30-foot-wide private access easement to serve the newly created lots. The Plat also shows a 20-foot-wide utility easement along South Morning Star Road, as well as right of way being dedicated along South Morning Star Road as needed to meet the requirements of the Bentonville Master Street Plan. The plat notes that none of the lots have direct access to public water or sewer. Staff recommends approval of the lot split, under the condition that the associated rezone is approved, as adequate right of way is proposed to be dedicated along South Morning Star Road and all lots proposed would comply with zoning and subdivision requirements.

11. **Ordinance amending City Code Appendix B Land Development Code, Section 1100.05 Driveway Standards, to establish a Maximum Residential Driveway Width at the Right-of-Way Line; and for other purposes.**

(Pages 69-70)

The Planning Commission voted 7-0 recommending approval.

Staff has determined a need for a maximum driveway width for ingress/egress safety and to reduce the amount of impermeable surfaces in residential areas. A minimum driveway width for driveways longer than 150 feet is necessary to ensure adequate fire access. The Code Review Committee has reviewed and supported the proposed amendment.

- 1m(1). **Appeal to a Planning Commission decision for a future land use amendment by Seth Ellsworth on behalf of C&C Ventures, LLC of land located at 907 NW 11th Street. On June 6, 2023, the Planning Commission voted 6-0 to recommend to the City Council that the petition be denied and that said property not be changed from its present Future Land Use of Low-Density Residential to Commercial.**

(Pages 71-77)

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

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

- 1m(2). **Appeal to a Planning Commission decision for a rezoning request by Seth Ellsworth on behalf of C&C Ventures, LLC of land located at 907 NW 11th Street. On June 6, 2023, the Planning Commission voted 6-0 to recommend to the City Council that the petition be denied and that said property not be changed from its present zoning of R-1, Low-Density Residential to C-2, General Commercial.**

(Pages 71-78)

The C-2 District represents the least restrictive of the commercial districts and is designed to serve the planning area and highway travelers. This district shall congregate on local arterial streets in such a manner as to minimize disruptions of through traffic and shall be interspersed within the corporate boundaries.

The proposed zoning of C-2 and the request land use plan change are 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 property to the south was rezoned from R-1 to C-2 in October of 2005. The North Walton Boulevard Corridor Enhancement Plan of 2013 shows this property slated for use as office space.

2. **Tabled at the 7/11/23 City Council Meeting:** 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 79-115)
3. Utility Board:
- 3a. Resolution authorizing the Mayor and City Clerk to enter into a professional services agreement with Garver Engineering for professional services associated with the EPA's mandated Lead and Copper Rule Revision. Utility Board Approved 5-0 on July 18, 2023. No budget adjustment is needed. (Pages 116-142)

4. Resolution to approve a budget adjustment in the amount of \$20,000.00 to cover the expense incurred for Forvis to prepare our Annual Consolidated Financial Report. A budget adjustment is needed. (Pages 143-161)
5. Resolution for the Mayor and City Clerk to enter into a Memorandum of Understanding with the Bentonville School District, addressing the required components of an effective School Resource Officer (SRO) Program. Updated MOU reflects changes in billing and increase in overall SRO numbers. No Budget Adjustment is needed. (Pages 162-179)
6. Resolution to approve a personnel increase to the Bentonville Police Department based on an additional School Resource Officer requested by the school district. No budget adjustment is needed. (Pages 180-182)
7. Ordinance to approve a waiver of bid to purchase a 2023 Tahoe with upfitting from Superior Automotive Group in the amount of \$66,706.61, and a budget adjustment to provide one vehicle for the police department to support the new School Resource Officer position. Due to Superior honoring their previously submitted and awarded sealed bid price (IFB-22-104), it is not practical to solicit competitive bids. In order to purchase the unit immediately, an emergency clause is needed. A budget adjustment is needed. (Pages 183-186)
8. Resolution to approve a budget adjustment in the amount of \$124,599.92 for funds received from an ARML insurance settlement claim. This claim is in reference to a hailstorm on April 15, 2023 where several police vehicles were damaged. A budget adjustment is needed to recognize funds. (Pages 187-189)
9. **Tabled at the 7/11/23 City Council Meeting:** Fire Department Staff and the City of Bentonville Code Review Committee recommend that the Council approve an ordinance to adopt the 2021 version of the Arkansas Fire Prevention Codes (volumes I, II, and III) with City of Bentonville Amendments and state adopted codes. These include the following: *2021 Arkansas Fire Prevention Code (volumes I, II, and III) with City of Bentonville Amendments, *2021 Arkansas Mechanical Code, *2020 National Electric Code, with City of Bentonville Amendments, *2018 Arkansas Plumbing Code, *2018 Arkansas Fuel Gas Code, and *2014 Arkansas Energy Code. Emergency Clause. No budget adjustment is needed. (Pages 190-210)
10. **Ordinance amending the Land Development Code, Sec. 1100.21 Large-Scale Development Standards, to update allowable design materials and procedures; and for other purposes.** (Pages 211-230)

NOTE: The Planning Commission previously voted 7-0 to recommend approval of this item at their April 18th, 2023 meeting.

The current design standards for large scale developments, particularly regarding building materials, was adopted with Ordinance No. 2020-149 adopted on August 11, 2020. Planning Commission frequently receives requests of waivers from the Building Material Standards in Sec.1100.21 Large Scale Development Design Standards, Subsection (e) Building Materials. An overview of the proposed amendments and their intents can be found in the attached staff report.



City Council Agenda Items
For the City Council Meeting of July 25, 2023
From the July 18, 2023 Planning Commission Meeting

1. **Ordinance accepting a lot split of Lot 28 of Limestone Ranch Subdivision; Creating new Lots 29, 30, & 31 of Limestone Ranch Subdivision to the City of Bentonville, Arkansas; and for other purposes. (Project Number: LS23-0011) Southwest Regional Airport Boulevard, Southwest F Street and Southwest Stone Boulevard.**

The Planning Commission voted 7-0 recommending approval.

A lot split of Lot 28 of Limestone Ranch Subdivision, originally 4.77 acres, creating new Lots 29, 30 & 31 of Limestone Ranch Subdivision, measuring 1.92, 1.33, and 1.52 acres respectively. The plat dedicates two 40' wide access easements, one along Southwest Stone Boulevard, and one along Southwest F Street, as well as a 20' utility easement extending southwest from the northern property boundary along Arkansas Highway 12. No variances or waivers are associated with this lot split.

2. **Ordinance accepting a property line adjustment of Lot 26 Block 1 of Quail Run Subdivision and Lot 15 Block 1 of Quail Run II Phase 2; Creating new Lot 27 Block 1 of Quail Run Subdivision and Lot 16 Block 1 of Quail Run Subdivision to the City of Bentonville, Arkansas; and for other purposes. (Project Number: PLA23-0011) 1310 Quail Run Circle and 1307 Northwest K Street.**

The Planning Commission voted 7-0 recommending approval.

A property line adjustment of Lots 15 and 26, Block 1, of Quail Run Subdivision. The plat dedicates a 20' utility easement along the Northwest K Street side of the property. No variances or waivers are associated with this property line adjustment.

3. **Ordinance accepting a property line adjustment of part of Lots 11 & 12 of Clark's Addition; Creating new Lots 32 and 33 of Clark's Addition to the City of Bentonville, Arkansas; and for other purposes. (Project Number: PLA23-0020) 204 and 206 Southwest Glover Street.**

The Planning Commission voted 7-0 recommending approval.

A property line adjustment of Lots 11 & 12 of Clark's Addition into Lots 32 & 33 of Clark's Addition. The plat dedicates approximately 283 square feet of right-of-way along Glover Street per Master Street Plan requirements, and a 12' utility easement along the Glover side of the property as well. No variances or waivers are associated with this property line adjustment.

- 4a. **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: RZ23-0035) 204 SW F 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 (LDR) and Medium Density Residential (MDR) land use. 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.

- 4b. Ordinance changing real estate in the City of Bentonville, Arkansas, from its present zoning classification of R-1, Low Density Single Family Residential to DN-2, Downtown Medium Density Residential; and for other purposes. (Project Number: RZ23-0035) 204 SW F Street.**

The Planning Commission voted 7-0 recommending approval.

The intent of the DN-2 district is to allow for an increased single-family density through small lot widths where alleys and infrastructure support such development, and where small-lot single-family development provides an appropriate transition between large-lot residential areas and those of higher density. In some instances, such as the end of blocks, townhouses may be appropriate in this district. The proposed zoning of DN-2 is NOT consistent with the Future Land Use Plan but is compatible with the surrounding development patterns within this area of the city which supports the requested change.

- 5a. Resolution amending the City of Bentonville Future Land Use Map for a specific area from General Commercial to Mixed Use Commercial and for other purposes. (Project Number: RZ23-0041) 2202 Del White Drive.**

The Planning Commission voted 7-0 recommending approval.

The Future Land Use Plan depicts this property as General Commercial (C) and is surrounded by General Commercial (C) and Low Density Residential (LDR) land use across a drainage ditch to the south. This is an area in transition as currently shown by the existing low-density residential zoning and a future land use classification as General Commercial. The application for C-3, is not consistent with the future land use of General Commercial as C-3 requires a future land use of Mixed-Use Commercial. Mixed-use commercial areas include uses that provide goods and services to nearby residents. Local retail, day-to-day services, and small offices are appropriate in these areas. Vertical mixed-use developments are encouraged in mixed-use commercial areas, with upper floors including offices, services, or residential uses.

- 5b. Ordinance changing real estate in the City of Bentonville, Arkansas, from its present zoning classification of R-1, Low Density Single Family Residential to C-3, Mixed Use Commercial; and for other purposes. (Project Number: RZ23-0041) 2202 Del White Drive.**

The Planning Commission voted 7-0 recommending approval.

The C-3 District is established for areas outside of downtown to provide an opportunity for people to live, work, meet, shop and utilize services within the vicinity of their residences. The C-3 district allows for a mix of neighborhood commercial and personal

services, offices, and medium density residential uses. Development in this district should be designed with an urban, walkable character that encourages physical activity, alternative transportation, and greater social interaction to benefit the health and wellbeing of residents. This project, located on the Razorback Greenway is well positioned for mixed-use development.

- 6a. Resolution amending the City of Bentonville Future Land Use Map for a specific area from Unclassified to Residential Estate; and for other purposes. (Project Number: RZ23-0048) 10325 S Morningstar Road.**

The Planning Commission voted 7-0 recommending approval.

The Future Land Use Plan currently does not have a depiction for this property as it was recently annexed, but the applicant is requesting that the designation be Residential Estates (RE). Residential estate areas include large detached single-family residential properties at least one acre in size. These areas may also include public uses that support residents.

- 6b. Ordinance changing real estate in the City of Bentonville, Arkansas, from its present zoning classification of A-1, Agricultural to R-E, Residential Estate; and for other purposes. (Project Number: RZ23-0048) 10325 S Morningstar Road.**

The Planning Commission voted 7-0 recommending approval.

The R-E District is an extremely low-density residential district designed to provide for maximum privacy through the use of open spaces, permit the keeping of animals, specifically approved by the Planning Commission, promote scenic attraction, expand and promote residential alternatives and encourage the development of residential areas most protective of the environment. The proposed zoning of R-E is compatible with the surrounding development patterns within this area of the city and support the requested change.

- 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: RZ23-0051) 1204 Lockheed Street.**

The Planning Commission voted 7-0 recommending approval.

The Future Land Use Plan currently shows this property as Low-Density Residential, however the applicant is requesting a change to the Future Land Use Map to Medium-Density Residential. These areas include townhouse or duplex residential properties with a typical density of 8-12 units per acre. These areas are found both near Downtown and in some recent growth areas. These areas may also include local amenities for residents, including neighborhood parks or places of worship. This property is located within Priority Area 2, Infill, as identified in Chapter 4 of the Bentonville Community Plan. This area looks to leverage the City's existing investments in utilities and streets to accommodate new development.

- 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-2, Medium Density Two Family & Townhome Residential; and for other purposes. (Project Number: RZ23-0051) 1204 Lockheed Street.**

The Planning Commission voted 7-0 recommending approval.

A significant number of properties on Lockheed Street are already functioning as duplexes – a legal non-conforming use under the terms of the Zoning Code. Additionally, the new Walmart campus development to the West and existing commercial zoning and uses to the East sandwich this neighborhood amongst more intense uses. Rezoning to R-2 would be appropriate in this context and in line with recent rezoning request and approvals along Lockheed Street.

This request is not consistent with the Future Land Use Plan. However, the context of the property - with a significant number of existing two-family residential uses across the street and the recently approved R-2 rezoning to the north, as well as its location amidst new and existing intensifying commercial development – along with the goals of the Community Plan to capitalize on the existing infrastructure in this part of the City, an amendment to the Future Land Use Plan to Medium-Density Residential would be appropriate. Should the Planning Commission approve the Future Land Use Plan Amendment, Planning staff recommends approval of the rezoning request. Should the Planning Commission deny the Future Land Use Plan Amendment, Planning staff recommends denial of the rezoning.

- 8. Ordinance changing real estate in the City of Bentonville, Arkansas, from its present zoning classification of R-1, Low Density Single Family Residential to DN-2, Downtown Medium Density Residential; and for other purposes. (Project Number: RZ23-0052) 215 Southwest F Street.**

The Planning Commission voted 7-0 recommending approval.

The intent of the DN-2 district is to allow for an increased single-family density through small lot widths where alleys and infrastructure support such development, and where small-lot single-family development provides an appropriate transition between large-lot residential areas and those of higher density. In some instances, such as the end of blocks, townhouses may be appropriate in this district. The proposed zoning of DN-2 is consistent with the Future Land Use Plan and is compatible with the surrounding development patterns within this area of the city which lends support for the requested zoning change. This request is consistent with both the Future Land Use Plan and the uses of the surrounding zoning districts. The request is also consistent with recent development located in the vicinity.

- 9. Ordinance changing real estate in the City of Bentonville, Arkansas, from its present zoning classification of R-1, Low Density Single Family Residential to DN-2, Downtown Medium Density Residential; and for other purposes. (Project Number: RZ23-0053) 412 Northwest 6th Street.**

The Planning Commission voted 7-0 recommending approval.

The intent of the DN-2 district is to allow for an increased single-family density through small lot widths where alleys and infrastructure support such development, and where small-lot single-family development provides an appropriate transition between large-lot residential areas and those of higher density. In some instances, such as the end of blocks, townhouses may be appropriate in this district. The proposed zoning of DN-2 is consistent with the Future Land Use Plan and is compatible with the surrounding development patterns within this area of the city which lends support for the requested zoning change. This request is consistent with both the Future Land Use Plan and the uses of the surrounding zoning districts. The request is also consistent with recent development located in the vicinity. This request is in conjunction with related project PLA23-0021 seeking a property line adjustment of the same property.

- 10. Ordinance accepting a property line adjustment of Lot 14 and the East Half of Lot 13, Block 18 of Deming's 2nd Addition; Creating new Lot 25, Block 18 of Deming's 2nd Addition to the City of Bentonville, Arkansas; and for other purposes. (Project Number: PLA23-0021) 412 Northwest 6th Street.**

The Planning Commission voted 7-0 recommending approval.

A property line adjustment of existing Lot 14 and part of Lot 13, Block 18 of Deming's Addition, creating new Lot 25, Block 18 of Deming's Addition. This plat dedicates a 12' utility easement along Northwest 6th Street. There is already adequate right of way according to the Master Street Plan. No variances or waivers are associated with this property line adjustment. This property is associated with the rezone RZ23-0053, where the applicant is requesting DN-2. The plat would remove a lot line that currently runs through the existing dwelling on the property.

- 11. Ordinance accepting a lot split of previously un-platted land; Creating new Lots 1, 2, 3 & 4 of AJ Subdivision to the City of Bentonville, Arkansas; and for other purposes. (Project Number: LS23-0031) 10325 & 10327 South Morningstar Road.**

The Planning Commission voted 7-0 recommending approval.

The applicant is proposing a lot split of an existing 20-acre lot that was recently annexed into the City of Bentonville. The proposal is for 4 lots; two 2.50 acres lots, one 5-acre lot, and one 10.01-acre lot. The plat would dedicate a 30-foot-wide private access easement to serve the newly created lots. The Plat also shows a 20-foot-wide utility easement along South Morning Star Road, as well as right of way being dedicated along South Morning Star Road as needed to meet the requirements of the Bentonville Master Street Plan. The plat notes that none of the lots have direct access to public water or sewer. Staff recommends approval of the lot split, under the condition that the associated rezone is approved, as adequate right of way is proposed to be dedicated along South Morning Star Road and all lots proposed would comply with zoning and subdivision requirements.

- 12. Ordinance amending City Code Appendix B Land Development Code, Section 1100.05 Driveway Standards, to establish a Maximum Residential Driveway Width at the Right-of-Way Line; and for other purposes.**

The Planning Commission voted 7-0 recommending approval.

Staff has determined a need for a maximum driveway width for ingress/egress safety and to reduce the amount of impermeable surfaces in residential areas. A minimum driveway width for driveways longer than 150 feet is necessary to ensure adequate fire access. The Code Review Committee has reviewed and supported the proposed amendment.

- 13a. Appeal to a Planning Commission decision for a future land use amendment by Seth Ellsworth on behalf of C&C Ventures, LLC of land located at 907 NW 11th Street. On June 6, 2023, the Planning Commission voted 6-0 to recommend to the City Council that the petition be denied and that said property not be changed from its present Future Land Use of Low-Density Residential to Commercial.**

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

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

13b. Appeal to a Planning Commission decision for a rezoning request by Seth Ellsworth on behalf of C&C Ventures, LLC of land located at 907 NW 11th Street. On June 6, 2023, the Planning Commission voted 6-0 to recommend to the City Council that the petition be denied and that said property not be changed from its present zoning of R-1, Low-Density Residential to C-2, General Commercial.

The C-2 District represents the least restrictive of the commercial districts and is designed to serve the planning area and highway travelers. This district shall congregate on local arterial streets in such a manner as to minimize disruptions of through traffic and shall be interspersed within the corporate boundaries.

The proposed zoning of C-2 and the request land use plan change are 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 property to the south was rezoned from R-1 to C-2 in October of 2005. The North Walton Boulevard Corridor Enhancement Plan of 2013 shows this property slated for use as office space.



Consent Agenda Items

For the Planning Commission meeting on July 18, 2023

Reviewer: Jon Stanley, ASLA, APA, Senior Planner

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

1. Lot Split: Lots 29, 30 & 31 of Limestone Ranch Subdivision, Tollett Wood LLC, C-2, General Commercial, LS23-0011

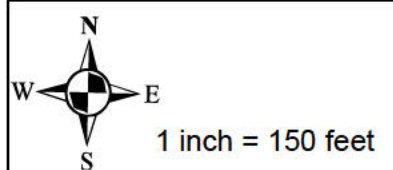
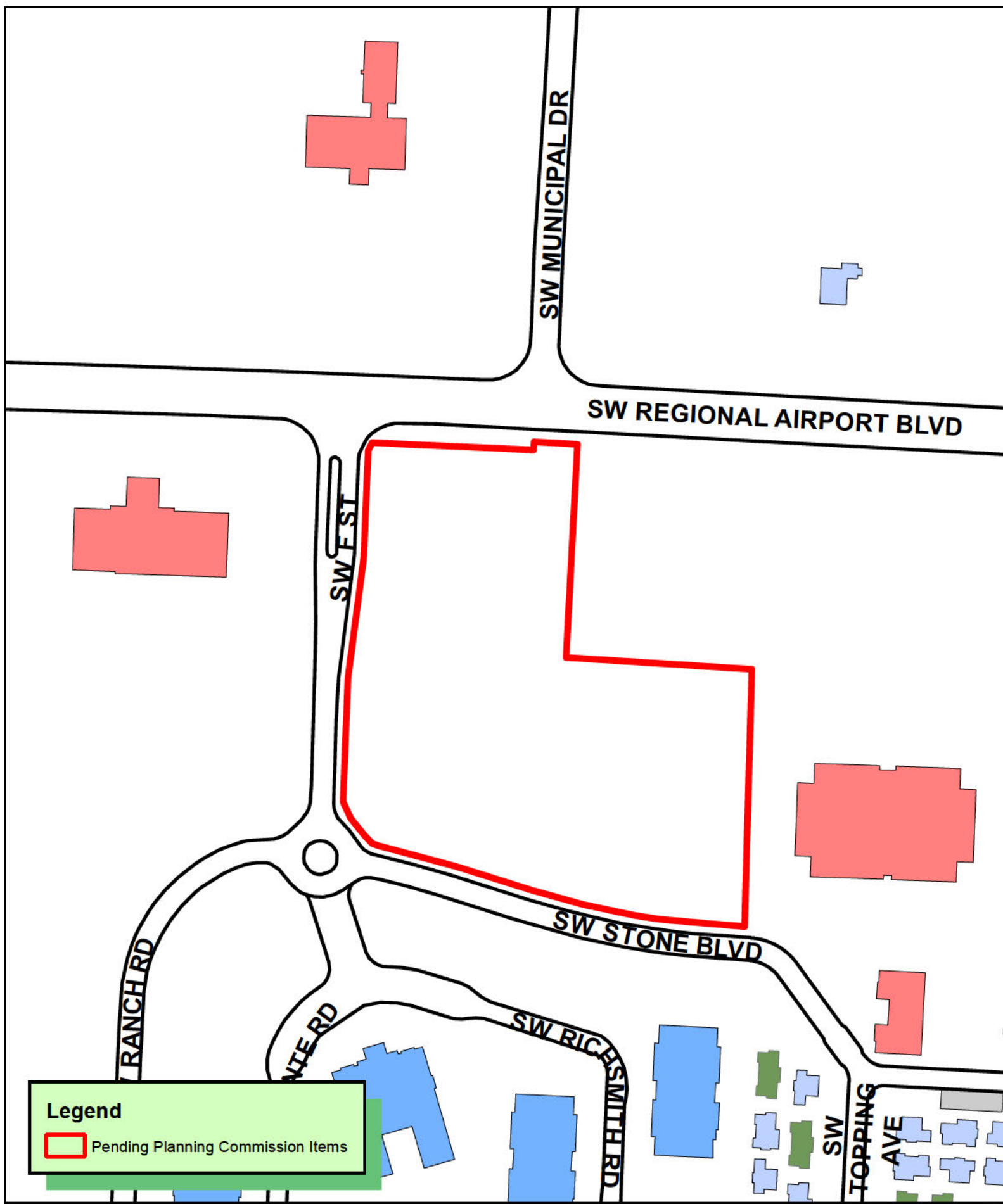
A lot split of Lot 28 of Limestone Ranch Subdivision, originally 4.77 acres, creating new Lots 29, 30 & 31 of Limestone Ranch Subdivision, measuring 1.92, 1.33, and 1.52 acres respectively. The plat dedicates two 40' wide access easements, one along Southwest Stone Boulevard, and one along Southwest F Street, as well as a 20' utility easement extending southwest from the northern property boundary along Arkansas Highway 12. No variances or waivers are associated with this lot split.

2. Property Line Adjustment: Lots 32 & 33 of Clark's Addition, Johnny & Beth Haney, DN-2, Downtown Medium Density Residential, PLA23-0011

A property line adjustment of Lots 15 and 26, Block 1, of Quail Run Subdivision. The plat dedicates a 20' utility easement along the Northwest K Street side of the property. No variances or waivers are associated with this property line adjustment.

3. Property Line Adjustment: Lots 32 & 33 of Clark's Addition, Steven & Julie Freeman, DN-2, Downtown Medium Density Residential, PLA23-0020

A property line adjustment of Lots 11 & 12 of Clark's Addition into Lots 32 & 33 of Clark's Addition. The plat dedicates approximately 283 square feet of right-of-way along Glover Street per Master Street Plan requirements, and a 12' utility easement along the Glover side of the property as well. No variances or waivers are associated with this property line adjustment.

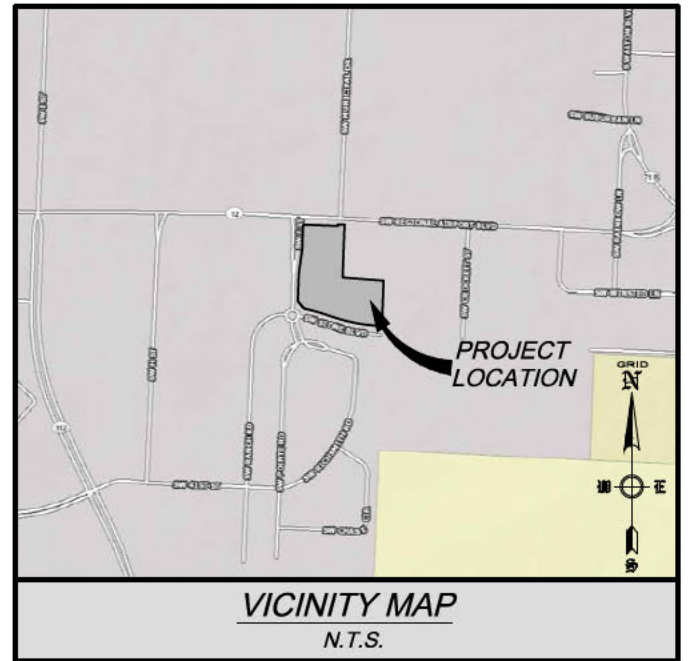


LS23-0011 4/4/23
LOT SPLIT
LIMESTONE RANCH SUBDIVISION
LOT 28 CREATING LOTS 30-31



“Exhibit A”

RECORDING INFORMATION



SURVEY DESCRIPTION LOT 31:
PART OF NEW LOT 28 OF LIMESTONE RANCH SUBDIVISION AS SHOWN ON A LOT SPLIT TO THE CITY OF BENTONVILLE, ARKANSAS, RECORDED AS L202076930 OF THE BENTON COUNTY RECORDS, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID NEW LOT 28, SAID POINT BEING A FOUND IRON PIN WITH CAP “PLS 1156” ON THE NORTHERLY RIGHT-OF-WAY LINE OF SOUTHWEST LIMESTONE BOULEVARD; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, N87°39’35”W A DISTANCE OF 7.56 FEET TO A FOUND 600 NAIL; THENCE ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 974.00 FEET, AN ARC LENGTH OF 259.63 FEET AND A CHORD BEARING AND DISTANCE OF N80°01’24”W - 258.86 FEET TO A FOUND 5/8 INCH REBAR; THENCE N72°23’14”W A DISTANCE OF 96.67 FEET TO A FOUND 5/8 INCH REBAR; THENCE ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 1026.00 FEET, AN ARC LENGTH OF 100.84 FEET AND A CHORD BEARING AND DISTANCE OF N75°12’10”W - 100.80 FEET TO A FOUND 5/8 INCH REBAR; THENCE ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 24.00 FEET, AN ARC LENGTH OF 21.81 FEET AND A CHORD BEARING AND DISTANCE OF N51°59’05”W - 21.07 FEET TO A FOUND IRON PIN WITH UNREADABLE CAP; THENCE ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 61.00 FEET, AN ARC LENGTH OF 27.49 FEET AND A CHORD BEARING AND DISTANCE OF N38°51’41”W - 27.26 FEET TO A FOUND IRON PIN WITH CAP “PLS 1156”; THENCE ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 24.00 FEET, AN ARC LENGTH OF 22.61 FEET AND A CHORD BEARING AND DISTANCE OF N24°46’59”W - 21.78 FEET TO A FOUND IRON PIN WITH UNREADABLE CAP ON THE EASTERLY RIGHT-OF-WAY LINE OF SOUTHWEST “F” STREET; THENCE LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE OF SOUTHWEST LIMESTONE BOULEVARD AND ALONG SAID EASTERLY RIGHT-OF-WAY LINE, N02°11’54”E A DISTANCE OF 152.75 FEET TO A FOUND IRON PIN WITH UNREADABLE CAP; THENCE N07°34’10”E A DISTANCE OF 150.05 FEET TO A FOUND IRON PIN WITH UNREADABLE CAP; THENCE N02°11’54”E A DISTANCE OF 127.15 FEET TO A FOUND 5/8 INCH REBAR; THENCE ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 974.00 FEET, AN ARC LENGTH OF 259.63 FEET AND A CHORD BEARING AND DISTANCE OF N80°01’24”W - 258.86 FEET TO A FOUND 5/8 INCH REBAR; THENCE N72°23’14”W A DISTANCE OF 96.67 FEET TO A FOUND 5/8 INCH REBAR; THENCE ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 1026.00 FEET, AN ARC LENGTH OF 100.84 FEET AND A CHORD BEARING AND DISTANCE OF N75°12’10”W - 100.80 FEET TO A FOUND 5/8 INCH REBAR; THENCE ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 24.00 FEET, AN ARC LENGTH OF 21.81 FEET AND A CHORD BEARING AND DISTANCE OF N51°59’05”W - 21.07 FEET TO A FOUND IRON PIN WITH UNREADABLE CAP; THENCE ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 61.00 FEET, AN ARC LENGTH OF 27.49 FEET AND A CHORD BEARING AND DISTANCE OF N38°51’41”W - 27.26 FEET TO A FOUND IRON PIN WITH CAP “PLS 1156”; THENCE ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 24.00 FEET, AN ARC LENGTH OF 22.61 FEET AND A CHORD BEARING AND DISTANCE OF N24°46’59”W - 21.78 FEET TO A FOUND IRON PIN WITH UNREADABLE CAP ON THE EASTERLY RIGHT-OF-WAY LINE OF SOUTHWEST “F” STREET AND ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, S87°23’58”E A DISTANCE OF 199.35 FEET TO A FOUND 3 INCH ALUMINUM ARDOT MONUMENT, PLS #1392; THENCE N03°05’54”E A DISTANCE OF 10.00 FEET TO A FOUND 3 INCH ALUMINUM ARDOT MONUMENT, PLS #1392; THENCE S86°54’06”E A DISTANCE OF 53.67 FEET TO A FOUND IRON PIN WITH CAP “PLS 1156”; THENCE LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE, S03°05’54”W A DISTANCE OF 284.23 FEET TO A FOUND IRON PIN WITH CAP “PLS 1156”; THENCE LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE, S02°05’22”W A DISTANCE OF 317.76 FEET TO THE POINT OF BEGINNING, CONTAINING 1.52 ACRES (66,353 SQUARE FEET), MORE OR LESS, AND SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF RECORD AND 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 PLANNING COMMISSION CHAIRMAN
SIGNED: _____
MAYOR, CITY OF BENTONVILLE
SIGNED: _____
CITY CLERK, CITY OF BENTONVILLE

REFERENCES:
EVERY DOCUMENT OF RECORD REVIEWED AND CONSIDERED AS A PART OF THIS SURVEY IS NOTED BELOW. THE SURVEYOR RESEARCHED OR WAS PROVIDED NECESSARY DEEDS, RIGHT-OF-WAY MAPS, AND OTHER PERTINENT INFORMATION AS SHOWN BELOW. THE SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR COURT CASE DECREES, ADVERSE POSSESSION CLAIMS, SUBSURFACE RIGHTS OR OWNERSHIP, ENCUMBRANCES, OR RESTRICTIVE COVENANTS.
ALL RECORDS LISTED BELOW ARE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF BENTON COUNTY, ARKANSAS UNLESS OTHERWISE NOTED.

- WARRANTY DEED:** TOLLETT WOOD, LLC, RECORDED OCTOBER 22, 2013, RECORD BOOK 2013 AT PAGE 58147.
- FINAL PLAT:** LIMESTONE RANCH SUBDIVISION, RECORDED AUGUST 21, 2006, RECORD BOOK 2006 AT PAGE 992.
- LOT SPLIT OF LOT 2:** BY ENGINEERING SERVICES, INC., S. CRAIG DAVIS, AR PLS NO. 1156, RECORDED NOVEMBER 24, 2020, INSTRUMENT NO. L202076930.
- WARRANTY DEED:** CITY OF BENTONVILLE, ARKANSAS, RECORDED JULY 28, 2009, RECORD BOOK 2009 AT PAGE 37881.
- WARRANTY DEED:** ARKANSAS STATE HIGHWAY COMMISSION, RECORDED JUNE 4, 2013, RECORD BOOK 2013 AT PAGE 30034.

LOT SPLIT FOR NEW LOT 28 OF LIMESTONE RANCH SUBDIVISION
CREATING LOTS 29, 30 AND 31
BENTONVILLE, BENTON COUNTY, ARKANSAS
SCALE: 1”=50’ DATE: June 27, 2023 DRAWN BY: KND
ENGINEERING SERVICES, INCORPORATED
SPRINGDALE, ARKANSAS

W.O.# 22236 SHEET 1/1

CERTIFICATE OF OWNERSHIP:

WE THE UNDERSIGNED, OWNER(S) 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 STREETS, ALLEYS, DRIVES, EASEMENTS, ETC. AS SHOWN ON SAID PLAT.

DATE OF EXECUTION: _____
SIGNED: _____
NAME & ADDRESS: _____
PRINTED NAME: _____
SOURCE OF TITLE: WARRANTY DEED, DOCUMENT FILE NUMBER, 2013-58147

SUBSCRIBED AND SWORN BEFORE ME THIS _____ DAY OF _____, 20____
MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

NEW LOT 28 PARENT TRACT LEGAL DESCRIPTION:

NEW LOT 28 OF LIMESTONE RANCH SUBDIVISION AS SHOWN ON A LOT SPLIT TO THE CITY OF BENTONVILLE, ARKANSAS, RECORDED AS L202076930 OF THE BENTON COUNTY RECORDS, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID NEW LOT 28, SAID POINT BEING A FOUND IRON PIN WITH CAP “PLS 1156” ON THE NORTHERLY RIGHT-OF-WAY LINE OF SOUTHWEST LIMESTONE BOULEVARD; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, N87°39’35”W A DISTANCE OF 7.56 FEET TO A FOUND 600 NAIL; THENCE ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 974.00 FEET, AN ARC LENGTH OF 259.63 FEET AND A CHORD BEARING AND DISTANCE OF N80°01’24”W - 258.86 FEET TO A FOUND 5/8 INCH REBAR; THENCE N72°23’14”W A DISTANCE OF 96.67 FEET TO A FOUND 5/8 INCH REBAR; THENCE ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 1026.00 FEET, AN ARC LENGTH OF 100.84 FEET AND A CHORD BEARING AND DISTANCE OF N75°12’10”W - 100.80 FEET TO A FOUND 5/8 INCH REBAR; THENCE ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 24.00 FEET, AN ARC LENGTH OF 21.81 FEET AND A CHORD BEARING AND DISTANCE OF N51°59’05”W - 21.07 FEET TO A FOUND IRON PIN WITH UNREADABLE CAP; THENCE ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 61.00 FEET, AN ARC LENGTH OF 27.49 FEET AND A CHORD BEARING AND DISTANCE OF N38°51’41”W - 27.26 FEET TO A FOUND IRON PIN WITH CAP “PLS 1156”; THENCE ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 24.00 FEET, AN ARC LENGTH OF 22.61 FEET AND A CHORD BEARING AND DISTANCE OF N24°46’59”W - 21.78 FEET TO A FOUND IRON PIN WITH UNREADABLE CAP ON THE EASTERLY RIGHT-OF-WAY LINE OF SOUTHWEST “F” STREET; THENCE LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE OF SOUTHWEST LIMESTONE BOULEVARD AND ALONG SAID EASTERLY RIGHT-OF-WAY LINE, N02°11’54”E A DISTANCE OF 152.75 FEET TO A FOUND IRON PIN WITH UNREADABLE CAP; THENCE N07°34’10”E A DISTANCE OF 150.05 FEET TO A FOUND IRON PIN WITH UNREADABLE CAP; THENCE N02°11’54”E A DISTANCE OF 127.15 FEET TO A FOUND 5/8 INCH REBAR; THENCE ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 974.00 FEET, AN ARC LENGTH OF 259.63 FEET AND A CHORD BEARING AND DISTANCE OF N80°01’24”W - 258.86 FEET TO A FOUND 5/8 INCH REBAR; THENCE N72°23’14”W A DISTANCE OF 96.67 FEET TO A FOUND 5/8 INCH REBAR; THENCE ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 1026.00 FEET, AN ARC LENGTH OF 100.84 FEET AND A CHORD BEARING AND DISTANCE OF N75°12’10”W - 100.80 FEET TO A FOUND 5/8 INCH REBAR; THENCE ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 24.00 FEET, AN ARC LENGTH OF 21.81 FEET AND A CHORD BEARING AND DISTANCE OF N51°59’05”W - 21.07 FEET TO A FOUND IRON PIN WITH UNREADABLE CAP; THENCE ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 61.00 FEET, AN ARC LENGTH OF 27.49 FEET AND A CHORD BEARING AND DISTANCE OF N38°51’41”W - 27.26 FEET TO A FOUND IRON PIN WITH CAP “PLS 1156”; THENCE ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 24.00 FEET, AN ARC LENGTH OF 22.61 FEET AND A CHORD BEARING AND DISTANCE OF N24°46’59”W - 21.78 FEET TO A FOUND IRON PIN WITH UNREADABLE CAP ON THE EASTERLY RIGHT-OF-WAY LINE OF SOUTHWEST “F” STREET AND ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, S87°23’58”E A DISTANCE OF 199.35 FEET TO A FOUND 3 INCH ALUMINUM ARDOT MONUMENT, PLS #1392; THENCE N03°05’54”E A DISTANCE OF 10.00 FEET TO A FOUND 3 INCH ALUMINUM ARDOT MONUMENT, PLS #1392; THENCE S86°54’06”E A DISTANCE OF 53.67 FEET TO A FOUND IRON PIN WITH CAP “PLS 1156”; THENCE LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE, S03°05’54”W A DISTANCE OF 284.23 FEET TO A FOUND IRON PIN WITH CAP “PLS 1156”; THENCE LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE, S02°05’22”W A DISTANCE OF 317.76 FEET TO THE POINT OF BEGINNING, CONTAINING 4.77 ACRES (207,974 SQUARE FEET), MORE OR LESS, AND SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF RECORD AND FACT.

SURVEY DESCRIPTION LOT 29:

PART OF NEW LOT 28 OF LIMESTONE RANCH SUBDIVISION AS SHOWN ON A LOT SPLIT TO THE CITY OF BENTONVILLE, ARKANSAS, RECORDED AS L202076930 OF THE BENTON COUNTY RECORDS, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID NEW LOT 28, SAID POINT BEING A FOUND IRON PIN WITH CAP “PLS 1156” ON THE NORTHERLY RIGHT-OF-WAY LINE OF SOUTHWEST LIMESTONE BOULEVARD; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, N87°39’35”W A DISTANCE OF 7.56 FEET TO A FOUND 600 NAIL; THENCE ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 974.00 FEET, AN ARC LENGTH OF 259.63 FEET AND A CHORD BEARING AND DISTANCE OF N80°01’24”W - 258.86 FEET TO A FOUND 5/8 INCH REBAR; THENCE N72°23’14”W A DISTANCE OF 10.31 FEET TO A SET 1/2 INCH REBAR WITH CAP “PLS 1559”; THENCE LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE, N03°05’54”E A DISTANCE OF 284.23 FEET TO A SET 1/2 INCH REBAR WITH CAP “PLS 1559”; THENCE S86°54’06”E A DISTANCE OF 268.94 FEET TO A FOUND IRON PIN WITH CAP “PLS 1156”; THENCE S02°05’22”W A DISTANCE OF 317.76 FEET TO THE POINT OF BEGINNING, CONTAINING 1.92 ACRES (83,547 SQUARE FEET), MORE OR LESS, AND SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF RECORD AND FACT.

SURVEY DESCRIPTION LOT 30:

PART OF NEW LOT 28 OF LIMESTONE RANCH SUBDIVISION AS SHOWN ON A LOT SPLIT TO THE CITY OF BENTONVILLE, ARKANSAS, RECORDED AS L202076930 OF THE BENTON COUNTY RECORDS, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID NEW LOT 28, SAID POINT BEING A FOUND IRON PIN WITH CAP “PLS 1156” ON THE NORTHERLY RIGHT-OF-WAY LINE OF SOUTHWEST LIMESTONE BOULEVARD; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, N87°39’35”W A DISTANCE OF 7.56 FEET TO A FOUND 600 NAIL; THENCE ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 974.00 FEET, AN ARC LENGTH OF 259.63 FEET AND A CHORD BEARING AND DISTANCE OF N80°01’24”W - 258.86 FEET TO A FOUND 5/8 INCH REBAR; THENCE N72°23’14”W A DISTANCE OF 10.31 FEET TO A SET 1/2 INCH REBAR WITH CAP “PLS 1559”; THENCE LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE, N03°05’54”E A DISTANCE OF 284.23 FEET TO A SET 1/2 INCH REBAR WITH CAP “PLS 1559”; THENCE S86°54’06”E A DISTANCE OF 268.94 FEET TO A FOUND IRON PIN WITH CAP “PLS 1156”; THENCE S02°05’22”W A DISTANCE OF 317.76 FEET TO THE POINT OF BEGINNING, CONTAINING 1.33 ACRES (58,074 SQUARE FEET), MORE OR LESS, AND SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF RECORD AND FACT.

Curve Table				
Curve #	Length	Radius	Chord Length	Chord Bearing
C1	259.63'	974.00'	258.86'	N80°01'24"W
C2	100.84'	1026.00'	100.80'	N75°12'10"W
C3	21.81'	24.00'	21.07'	N51°59'05"W
C4	27.49'	61.00'	27.26'	N38°51'41"W
C5	22.61'	24.00'	21.78'	N24°46'59"W
C6	16.01'	25.00'	15.74'	N20°31'41"E

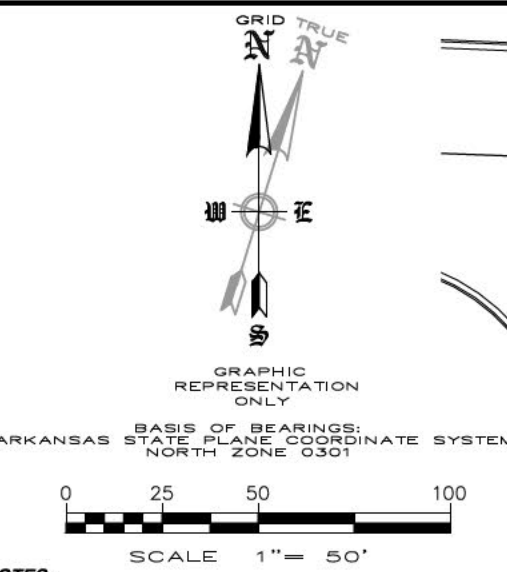
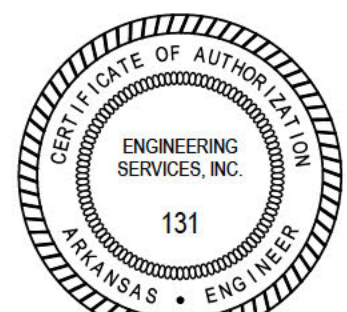
PARENT TRACT
NEW LOT 28
LIMESTONE RANCH SUBDIVISION
LESS ARDOT RIGHT OF WAY
(PER PLAT L202076930)
4.77 AC. ± (207,974 SQ. FT.)
PARCEL NO. 01-14932-003
TOLLETT WOOD, LLC
PO BOX 707
SPRINGDALE, AR 72765
ZONED C-2

LOT 29
1.92 AC. ± (83,547 SQ. FT.)

LOT 31
1.52 AC. ± (66,353 SQ. FT.)

LOT 30
1.33 AC. ± (58,074 SQ. FT.)

LEGEND			
	PROPERTY LINE	P.O.C.	POINT OF COMMENCEMENT
	SPLIT LINE	P.O.B.	POINT OF BEGINNING
	ADJACENT OWNER	●	IPF - IRON PIN FOUND (AS NOTED)
	EASEMENT (AS NOTED)	○	SET 1/2" REBAR WITH CAP "PS 1559"
	CENTERLINE OF ROAD	⊕	COMPUTED POINT
		⊙	FOUND MONUMENT (AS NOTED)
		▲	FOUND RAILROAD SPIKE



NOTES:
BEFORE ANY WORK IN THE RIGHT-OF-WAY COMMENCES, CONTRACTOR AND OR OWNER IS TO OBTAIN RIGHT-OF-WAY PERMIT FROM THE CITY OF BENTONVILLE TRANSPORTATION DEPARTMENT.
OWNER/DEVELOPER SHALL COORDINATE WITH ALL UTILITIES TO ENSURE THAT EACH LOT HAS WATER, SEWER AND ELECTRICAL SERVICE.
SIDEWALKS SHALL BE THE RESPONSIBILITY OF THE BUILDER/OWNER AT TIME OF BUILDING PERMIT ISSUANCE.
THERE MAY NOT BE FENCES OR ANY OTHER STRUCTURES BUILT IN ANY DRAINAGE EASEMENTS
SETBACKS SHALL BE PER THE CURRENT ZONING DISTRICT AS STATED IN THE MOST RECENT CITY OF BENTONVILLE ZONING CODE. FOR MORE INFORMATION VISIT WWW.BENTONVILLEPLANNING.COM OR CALL THE PLANNING DEPARTMENT AT 479-271-3122.

BENTONVILLE ELECTRIC NOTES:

- ALL STRUCTURES MUST MAINTAIN A MINIMUM OF 20 FEET CLEARANCES FROM ALL ELECTRIC LINES.
- BEUD'S STANDARD PRACTICE IS TO PLACE UNDERGROUND EQUIPMENT (TRANSFORMERS, SECONDARY PEDESTALS, JUNCTION BOXES, ETC) ON THE LOT LINE OF A DEVELOPMENT. ANY ADJUSTMENTS TO THE PROPERTY LINE THAT RESULT IN OUR EQUIPMENT NOT BEING ON THE LOT LINE WILL REQUIRE THE DEVELOPER TO PAY FOR THE COST OF BEUD TO RELOCATE THE EQUIPMENT TO THE LINE LINE.
- OWNER TO CONTACT NEW SERVICE COORDINATOR (479-271-3139) TO DISCUSS ELECTRIC SERVICE PRIOR TO BEGINNING ANY CONSTRUCTION WILL RESULT IN DELAYS TO GET ELECTRIC SERVICE.

SURVEYOR'S NOTES:
THIS SURVEY IS VALID ONLY IF THE DRAWING INCLUDES THE ORIGINAL SEAL AND SIGNATURE OF THE SURVEYOR. THE ORIGINAL SIGNATURE, IF NOT BLUE IN COLOR, IS NOT VALID.

FEMA FLOOD PLAIN ZONE:
THIS PROPERTY IS NOT WITHIN A 100 YEAR FLOOD PLAIN ZONE AS SHOWN ON THE F.I.R.M. MAP # 05007C0225 K, BENTON COUNTY, ARKANSAS & INCORPORATED AREAS. EFFECTIVE DATE: JUNE 5, 2012.

UTILITIES:
THE UTILITY INFORMATION, IF ANY SHOWN HEREON, IS BASED ON ABOVE GROUND FEATURES AND THE CITY OF BENTONVILLE G.I.S. ONLY.

PLAT CLOSURE DECLARATION:
THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE TO WITHIN ONE FOOT IN 440,375 FEET.

OWNER
TOLLETT WOOD, LLC
P.O. BOX 707
SPRINGDALE, AR 72765

SURVEYOR:
ENGINEERING SERVICES, INC.
1207 S. OLD MISSOURI ROAD
P.O. BOX 282
SPRINGDALE, AR 72765

CITY ZONING:
C-2



CERTIFICATE OF SURVEYING ACCURACY:

I, RODNEY WOODS, 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. _____ STATE OF ARKANSAS

ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A LOT SPLIT OF LOT 28 OF LIMESTONE RANCH
SUBDIVISION; CREATING NEW LOTS 29, 30, AND 31 OF LIMESTONE RANCH
SUBDIVISION TO THE CITY OF BENTONVILLE, ARKANSAS; AND FOR OTHER
PURPOSES.**

(PROJECT NUMBER: LS23-0011)

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the lot split of LOT 28 OF LIMESTONE RANCH SUBDIVISION, creating new LOTS 29, 30, AND 31 OF LIMESTONE RANCH SUBDIVISION, to the City of Bentonville, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on July 18, 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 28 OF LIMESTONE RANCH SUBDIVISION creating new LOTS 29, 30, AND 31 OF LIMESTONE RANCH 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:

ATTEST:

Stephanie Orman, Mayor

Kirby Romines, City Clerk



Legend

 Pending Planning Commission Items

 1 inch = 100 feet

**PLA23-0011
PROPERTY LINE
ADJUSTMENT QUAIL RUN**

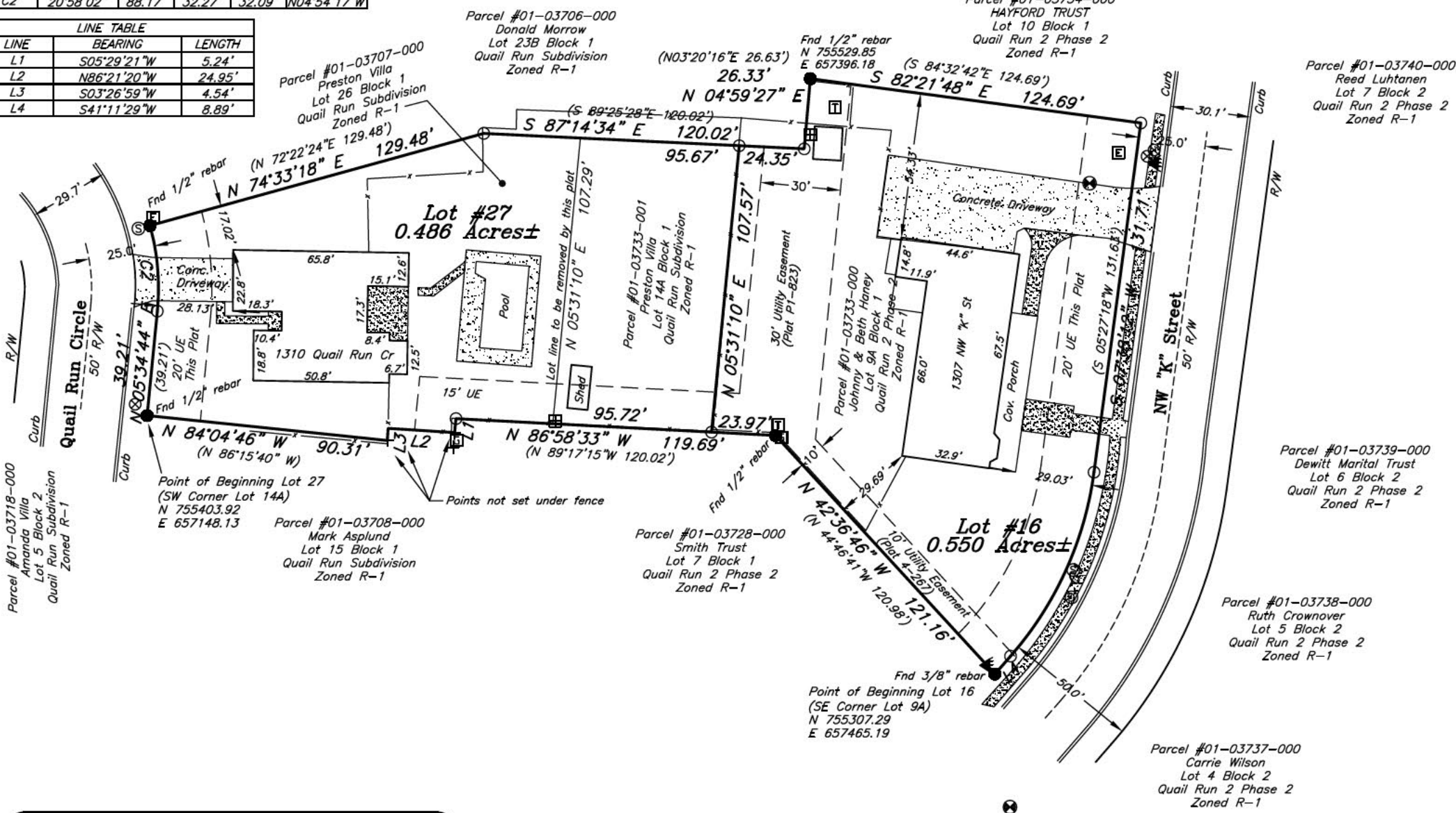


Ramsey Surveying, Inc.

PROPERTY LINE ADJUSTMENT
Lot 26 Block 1 Quail Run Subdivision &
Lot 15 Block 1 Quail Run II Phase 2

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD	DIRECTION
C1	33°33'17"	130.81'	76.61'	75.52'	S24°24'51"W
C2	20°58'02"	88.17'	32.27'	32.09'	N04°54'17"W

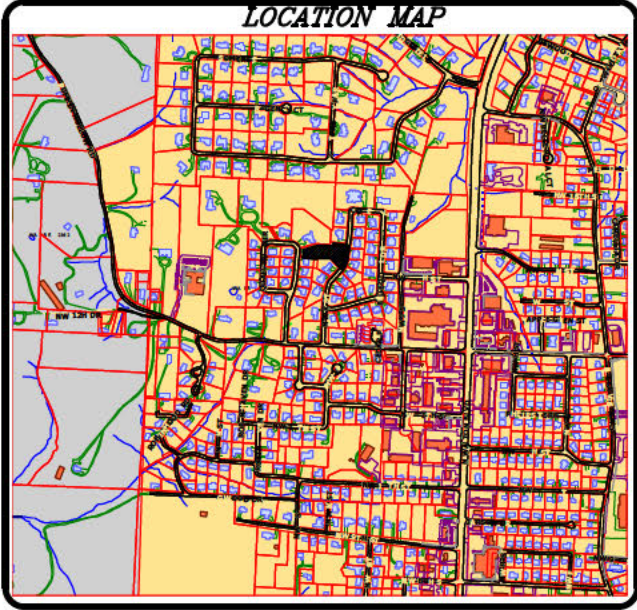
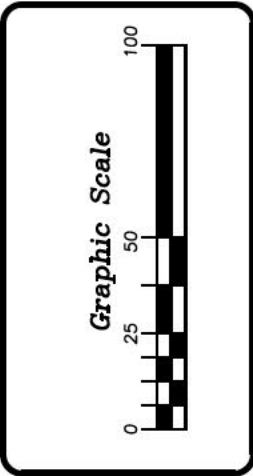
LINE TABLE		
LINE	BEARING	LENGTH
L1	S05°29'21"W	5.24'
L2	N86°21'20"W	24.95'
L3	S03°26'59"W	4.54'
L4	S41°11'29"W	8.89'



Parcel #01-03733-001
Owner: Preston Villa
1310 Quail Run Circle
Bentonville, AR

Parcel #01-03733-000
Owner: John & Beth Haney
1307 NW 'K' Street
Bentonville, AR
479-273-1608

Parcel #01-03707-000
Owner: Preston Villa
1310 Quail Run Circle
Bentonville, AR



Survey Description of Lot #16

A part of Lot 15 Block 1 of Quail Run 2 Phase 2 in Bentonville, Benton County, Arkansas, as shown on Plat Record 2009-50, more precisely described as follows: Starting at a found 3/8" rebar at the Southeast Corner of said Lot 15 for the true POINT OF BEGINNING; thence North 42 Degrees 36 Minutes 46 Seconds West, 121.16 feet to a found 1/8" rebar; thence North 86 Degrees 58 Minutes 33 Seconds West, 23.97 feet to a set 5/8" rebar; thence North 05 Degrees 31 Minutes 10 Seconds East, 107.57 feet to a set 5/8" rebar; thence South 87 Degrees 14 Minutes 34 Seconds East, 24.35 feet to a set 5/8" rebar; thence North 04 Degrees 59 Minutes 27 Seconds East, 26.33 feet to a found 1/8" rebar; thence South 82 Degrees 21 Minutes 48 Seconds East, 124.69 feet to a set 5/8" rebar; thence South 07 Degrees 38 Minutes 12 Seconds West, 131.71 feet to a set 5/8" rebar; thence along a curve to the right with a delta angle of 33 degrees 33 minutes 17 seconds, an arc length of 76.61 feet and a chord of South 24 degrees 24 minutes 51 seconds West, 75.52 feet to a found 3/8" rebar and the true POINT OF BEGINNING containing 0.550 acres more or less and being subject to any easements of record.

Survey Description of Lot #27

All of Lot 26 of Quail Run and a part of Lot 15 Block 1 of Quail Run 2 Phase 2 in Bentonville, Benton County, Arkansas, as shown on Plat Record 2009-50, more precisely described as follows: Starting at a found 1/8" rebar at the Southwest Corner of said Lot 26 for the true POINT OF BEGINNING; thence North 05 Degrees 34 Minutes 44 Seconds East, 39.21 feet to a set 5/8" rebar; thence along a curve to the left with a delta angle of 20 degrees 58 minutes 02 seconds, an arc length of 32.27 feet and a chord of North 04 degrees 54 minutes 17 seconds West, 32.09 feet to a found 1/8" rebar; thence North 74 Degrees 33 Minutes 18 Seconds East, 129.48 feet to a set 5/8" rebar; thence South 87 Degrees 14 Minutes 34 Seconds East, 95.67 feet to a set 5/8" rebar; thence South 05 Degrees 31 Minutes 10 Seconds West, 107.57 feet to a set 5/8" rebar; thence North 86 Degrees 58 Minutes 33 Seconds West, 95.72 feet to a set 5/8" rebar; thence South 05 Degrees 29 Minutes 21 Seconds West, 5.24 feet; thence North 86 Degrees 21 Minutes 20 Seconds West, 24.95 feet; thence South 03 Degrees 26 Minutes 59 Seconds West, 4.54 feet; thence North 84 Degrees 04 Minutes 46 Seconds West, 90.31 feet to a found 1/8" rebar and the true POINT OF BEGINNING containing 0.486 acres more or less and being subject to any easements of record.

Lot 15 Parent Legal

All of Lot 15 Block 1 of Quail Run 2 Phase 2 in Bentonville, Benton County, Arkansas, as shown on Plat Record 2009-50 recorded in the Circuit Clerk's office in Bentonville, Arkansas.

Lot 26 Parent Legal

All of Lot 26 Block 1 of Quail Run in Bentonville, Benton County, Arkansas, as shown on Plat Record 2009-50 recorded in the Circuit Clerk's office in Bentonville, Arkansas.

NOTE: Setbacks shall be per the current zoning district as stated in the most recent City of Bentonville Zoning Code. For more information, visit www.bentonvilleplanning.com or call the Planning Department @ 479-271-3122.

NOTE: There are no waivers, variances and/or conditional uses at the time of preparing this plat to the best of my knowledge.

NOTE: Before any work in the right-of-way commences, contractor or owner is to obtain right-of-way permit from the City of Bentonville Transportation Department.

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

NOTE: Sidewalks shall be the responsibility of the builder/owner at the time of building permit issuance.

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

Surveyor's Notes:

- In providing this survey, no attempt has been made to show data concerning size, depth, condition or capacity of underground utilities existing on site. Only visible utilities have been located on this survey.
- No abstract of title, nor title commitment, or results of a title search were furnished to the surveyor. All documents of record reviewed are noted hereon. There may exist other documents of record that affect this surveyed parcel.
- Ramsey Surveying, Inc. has made no additional investigation or independent search for easements of record, encumbrances, restrictive covenants, ownership title evidence, or any other facts that an accurate and current title search may disclose.
- Basis of bearings is Grid North according to the Arkansas Coordinate System, North Zone, derived from GPS rapid static method. Record bearings in parentheses are according to Plat Record P1-823.
- This plat represents a survey of Parcel #01-03707-000 (Deed Record 2007-17603), Parcel #01-03707-001 and Parcel #01-03733-000.
- The purpose of this survey is to move the property line between Lot 15 and Lot 26.
- Horizontal coordinates shown on this survey were established by GPS rapid static method and are based on NAD 83 datum, CORS96, Epoch 2002. This survey used a combined scale factor of 0.99998000 with a convergence angle of -1.29463148" computed at N 755258 E 657471 2 1226.
- Plat Record P1-823 shows a 30 foot wide building setback along Quail Run Circle and NW 'K' Street, but the setback table for Zone R-1 shows a building setback of 20 feet.
- The field survey for this project was completed on August 25, 2008. The new property corners for the common boundary line were set on July 16, 2015. No other measurements were taken since the completion of the 2008 survey.

Owner's Certification and Dedication

We, the undersigned owners of the real estate shown and described herein, do hereby dedicate to the public all streets, alleys, parks and other public lands shown upon this plat and do hereby establish the easements shown upon this plat. Said easements shall be for the benefit of the City of Bentonville and all utility companies, including cable television companies, and said easements shall be for the purpose of constructing, maintaining, repairing and replacing utility lines, cable television lines and drainage structures. The City of Bentonville, and all utility companies, and all cable television companies shall have the right of ingress and egress to said easements and shall have the right to remove or trim trees within said easements and the right to prohibit the erection of buildings, structures, or fences within said easements.

Owner _____ Date _____
Owner _____ Date _____

State of Arkansas
County of _____
Subscribed and sworn before me this _____ day of _____, 20____.

Notary Public _____
My commission expires _____

Acceptance
Approved and accepted by the City of Bentonville Planning Commission this _____ day of _____, 20____.

Community Development Director _____
City Clerk _____
Mayor _____

Surveyor's Certification
To, Johnny Haney: This is to certify that an accurate survey was made of the herein described property and that this plat is the results of that survey. The land was surveyed under the supervision of Jim Ramsey, FS #1227, with a plot of said survey filed in the Arkansas State Land Surveyor's office in Little Rock. FLOOD CERTIFICATION: According to this survey, no part of the above described property is located in a flood hazard area as designated by FEMA. The property surveyed is located in Zone X. This survey was completed on August 25, 2008. This plat was completed on June 21, 2023.

Surveyor's Certification



LEGEND

- Found 1/2" Rebar
 - Set 5/8" Rebar
 - Gas Meter
 - Telephone Pedestal
 - Electric Box
 - Water Meter
 - Computed
 - GPS Rapid Static
 - Sanitary Sewer Manhole
 - Storm Sewer Manhole
-
- Property Boundary
 - Utility Easement
 - Privacy Fence
 - Curb
 - Centerline



RAMSEY SURVEYING, INC. 1729 West Post Street Rogers, Ar 72758 www.ramseysurveying.com	
Job: Property Line Adjustment For Preston Villa & Johnny Haney	Drawn By: JFF
Scale: 1"=50'	Rev:
Date: 8/21/23	Location: Lot 26 Block 1 Quail Run & Lot 15 Block 1 Quail Run 2 Phase 2
500-200-31W-0-24-20-04-1227	Job Number: 479-631-6663 479-582-4871 Fax 479-636-4493 15122
Jim F. Ramsey RLS #1227	

ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF LOT 26
BLOCK 1 OF QUAIL RUN SUBDIVISION AND LOT 15 BLOCK 1 OF QUAIL RUN II
PHASE 2; CREATING NEW LOT 27 BLOCK 1 OF QUAIL RUN SUBDIVISION AND
LOT 16 BLOCK 1 OF QUAIL RUN SUBDIVISION TO THE CITY OF
BENTONVILLE, ARKANSAS; AND FOR OTHER PURPOSES.
(PROJECT NUMBER: PLA23-0011)**

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the property line adjustment of LOT 26 BLOCK 1 OF QUAIL RUN SUBDIVISION AND LOT 15 BLOCK 1 OF QUAIL RUN II PHASE 2; creating new LOT 27 BLOCK 1 OF QUAIL RUN SUBDIVISION AND LOT 16 BLOCK 1 OF QUAIL RUN SUBDIVISION to the City of Bentonville, Benton County, Arkansas was submitted to the Bentonville Planning Commission on July 18, 2023;

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

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

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

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

Section 1: That the property line adjustment of LOT 26 BLOCK 1 OF QUAIL RUN SUBDIVISION AND LOT 15 BLOCK 1 OF QUAIL RUN II PHASE 2 creating new LOT 27 BLOCK 1 OF QUAIL RUN SUBDIVISION AND LOT 16 BLOCK 1 OF QUAIL RUN 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:

ATTEST:

Stephanie Orman, Mayor

Kirby Romines, City Clerk

W CENTRAL AVE

SW 2ND ST

SW F ST

SW GLOVER ST

SW F ST

Legend

 Pending Planning Commission Items



1 inch = 100 feet

PLA23-0020
PROPERTY LINE ADJUSTMENT
CLARKS ADDITION
LOTS 11-12 CREATING LOTS 32-33



PROPERTY LINE ADJUSTMENT OF A PART OF LOTS 11 & 12 OF CLARK'S ADDITION CREATING
NEW LOTS 32 AND 33

RECORDING NUMBER/DATE

TOTAL ACREAGE
PARCELS
#01-01689-000
#01-01690-000
0.59 ACRES +/-



FIELD WORK:
APRIL 20, 26, 27 & 28, 2023

BASIS OF BEARING:
GPS OBSERVATION - AR NORTH ZONE
NAD83(2011) HORIZONTAL DATUM

REFERENCE DOCUMENTS:

- 1) FINAL PLAT OF CLARK'S ADDITION FILED IN BOOK L AT PAGE 166
- 2) PLAT OF SURVEY FILED IN BOOK X AT PAGE 289
- 3) PLAT OF SURVEY FILED IN BOOK 2013 AT PAGE 124
- 4) PLAT OF SURVEY FILED IN BOOK 16 AT PAGE 102
- 5) PLAT OF SURVEY FILED IN BOOK 2011 AT PAGE 383
- 6) PLAT OF SURVEY FILED IN BOOK 2012 AT PAGE 473
- 7) PLAT OF SURVEY FILED IN BOOK R AT PAGE 331
- 8) PLAT OF SURVEY FILED IN BOOK L2020 AT PAGE 36363
- 9) WARRANTY DEED FILED IN BOOK L2021 AT PAGE 67889
- 10) WARRANTY DEED FILED IN BOOK L2021 AT PAGE 54245
- 11) WARRANTY DEED FILED IN BOOK L2021 AT PAGE 744310

PROPERTY ZONED:

DN-2

BUILDING SETBACK NOTE:

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

PLAT NOTES:

- 1 THE LOCATION OF UTILITIES SHOWN HEREON ARE FROM OBSERVED EVIDENCE OF ABOVE GROUND APPURTENANCES. ALL UTILITY LINES APPEARING ON THIS PLAT, AS WELL AS THOSE THAT MAY EXIST UNDERGROUND, NEED TO BE VERIFIED PRIOR TO DOING ANY TYPE OF EXCAVATION. SOME UTILITY LINES MAY ALSO EXIST THAT WERE NOT SHOWN ON THIS PLAT
- 2 SIDEWALKS SHALL BE THE RESPONSIBILITY OF THE BUILDER/OWNER AT TIME OF BUILDING PERMIT ISSUANCE
- 3 OWNER/DEVELOPER SHALL COORDINATE WITH ALL LOCAL UTILITIES TO INSURE THAT EACH LOT HAS WATER, SEWER AND ELECTRIC SERVICE
- 4 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
- 5 THERE MAY NOT BE ANY FENCES OR ANY OTHER STRUCTURES BUILT IN ANY DRAINAGE EASEMENTS
- 6 RECORD BEARINGS & DISTANCES ARE SHOWN PER THE FINAL PLAT OF CLARK'S ADDITION (L-166), SURVEY 2013-124, W D L2021-67889, W D L2021-54245, & W D L2021-74310

BEUD NOTES:

- 1 OWNER TO CONTACT NEW SERVICE COORDINATOR (271-3139) TO DISCUSS ELECTRIC SERVICE PRIOR TO BEGINNING ANY CONSTRUCTION. FAILURE TO CONTACT BEUD PRIOR TO CONSTRUCTION WILL RESULT IN DELAYS TO GET ELECTRIC SERVICE
- 2 BEUD'S STANDARD PRACTICE IS TO PLACE UNDERGROUND EQUIPMENT (TRANSFORMERS, SECONDARY PEDESTALS, JUNCTION BOXES, ETC) ON THE LOT LINE OF A DEVELOPMENT. ANY ADJUSTMENTS TO THE PROPERTY LINE THAT RESULT IN OUR EQUIPMENT NOT BEING ON THE LOT LINE WILL REQUIRE THE DEVELOPER TO PAY FOR THE COST OF BEUD TO RELOCATE THE EQUIPMENT TO THE LOT LINE
- 3 ALL STRUCTURES MUST MAINTAIN MINIMUM OF 20' CLEARANCES FROM ALL ELECTRIC LINES

FLOOD CERTIFICATION:

NO PORTION OF THIS PROPERTY IS LOCATED WITHIN FLOOD ZONE "A" OR "AE" AS DETERMINED BY THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP FOR BENTON COUNTY, ARKANSAS (FIRM PANEL #05007C0255K DATED 06/05/2012)

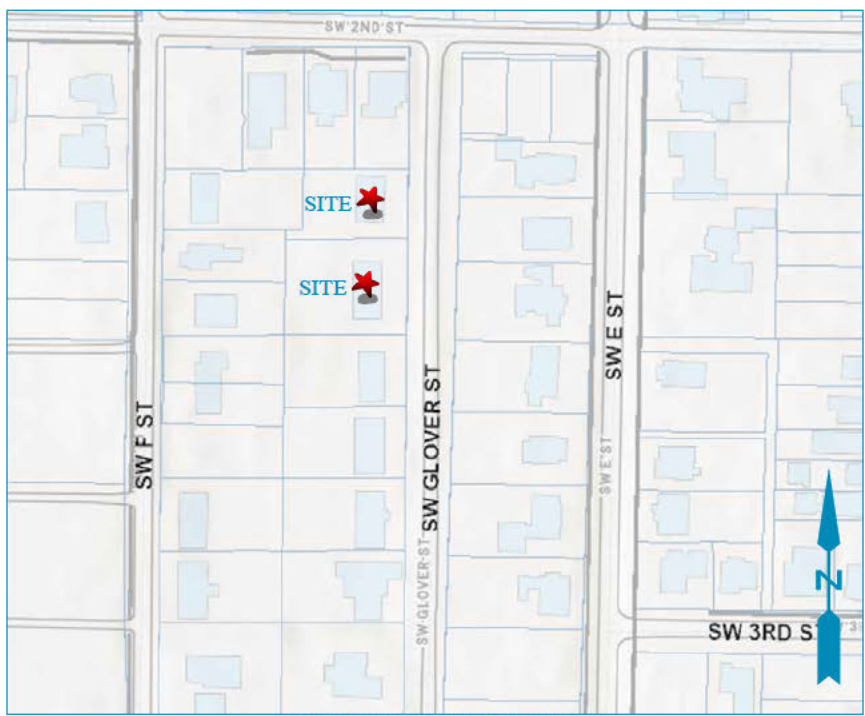


I HEREBY CERTIFY THIS TO BE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF ON THIS THE 28TH DAY OF APRIL, 2023.



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

VICINITY MAP



VICINITY MAP NOT TO SCALE

CITY OF BENTONVILLE PROJECT #PLA23-0020

ADJACENT LAND OWNERS

- 1) EAST, LETITIA JANE
132 WELLINGTON PLANTATION LN
LITTLE ROCK, AR 72211
PARCEL #01-01691-000
PART OF LOT 12, CLARK'S ADDN
ZONED: R-1
- 2) DUPONT REVOCABLE TRUST, MARGARET
605 SW 2ND ST
BENTONVILLE, AR 72712
PARCEL #01-01694-000
PART OF LOT 12, CLARK'S ADDN
ZONED: R-1
- 3) HARRINGTON, STEPHEN G & GAIL K
206 SW E ST
BENTONVILLE, AR 72712
PARCEL #01-01695-000
PART OF LOT 13, CLARK'S ADDN
ZONED: R-1
- 4) ATWELL, JOHNATHAN TRAVIS & ALLISON LEIGH
217 SW E ST
BENTONVILLE, AR 72712
PARCEL #01-01695-000
PART OF LOT 14, CLARK'S ADDN
ZONED: R-2
- 5) CRABTREE REVOCABLE TRUST, JAMES E
210 SW E ST
BENTONVILLE, AR 72712
PARCEL #01-01696-000
PART OF LOT 15, CLARK'S ADDN
ZONED: R-1
- 6) PERKY, BRANDIE SCHROEDER
PO BOX 141
BENTONVILLE, AR 72712
PARCEL #01-01697-000
PART OF LOT 15, CLARK'S ADDN
ZONED: R-1
- 7) FREEMAN LIVING TRUST
STEVEN M & JULIE P
401 W CENTRAL AVE
BENTONVILLE, AR 72712
PARCEL #01-01688-000
PART OF LOT 10, CLARK'S ADDN
ZONED: DN-2
- 8) WILLIAMS, MICHAEL D & BRANDY R
2323 S CHILTON AVE
TYLER, TX 75701
PARCEL #01-01671-000
LOT 24, CLARK'S ADDN
ZONED: DN-2
- 9) EDWARDS, JOHN PAUL
209 SW F ST
BENTONVILLE, AR 72712
PARCEL #01-01670-000
LOT 21, CLARK'S ADDN
ZONED: R-1
- 10) EDWARDS, JOHN PAUL
209 SW F ST
BENTONVILLE, AR 72712
PARCEL #01-01670-000
LOT 21, CLARK'S ADDN
ZONED: R-1
- 11) MILLER, KELSEY D
205 SW F ST
BENTONVILLE, AR 72712
PARCEL #01-01669-000
PART OF LOTS 1, 2, 11 & 12 CLARK'S ADDN
ZONED: R-1
- 12) TRAN, ANTHONY & HO, NIKKI
609 SW 2ND ST
BENTONVILLE, AR 72712
PARCEL #01-01692-001
LOT 12A, CLARK'S ADDN
ZONED: R-1

PROPERTY OWNER / DEVELOPER:

FREEMAN LIVING TRUST
STEVEN M & JULIE P
401 W CENTRAL AVE
BENTONVILLE, AR 72712

CONTACT INFO:

steve@chilindowntown.com
479-321-1963

ATLAS PAGE:
403B

OWNER'S CERTIFICATION:

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: STEVEN M. FREEMAN - TRUSTEE JULIE P. FREEMAN - TRUSTEE

SOURCE OF TITLE: DEED BOOK L2021 AT PAGE 74310 & DEED BOOK L2021 AT PAGE 54245

SUBSCRIBED AND SWORN BEFORE ME, THIS DAY OF 2023.

NOTARY PUBLIC

CERTIFICATE OF APPROVAL:

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

DATE OF EXECUTION:

SIGNED: BENTONVILLE PLANNING COMMISSION CHAIRMAN

SIGNED: MAYOR, CITY OF BENTONVILLE

SIGNED: CITY CLERK, CITY OF BENTONVILLE

CERTIFICATE OF SURVEYING ACCURACY:

I, DERRICK THOMAS, 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. 1642 - STATE OF ARKANSAS

SURVEY DESCRIPTIONS:

PARCEL #18-01689-000 (EXISTING DEED DESCRIPTION B L2021, P 54245):

THE SOUTH 110 FEET OF LOT 11, CLARK'S ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS AS SHOWN ON PLAT RECORD "L" AT PAGE 166 SUBJECT TO ANY RESTRICTIONS, CONDITIONS, COVENANTS, RIGHTS OF WAY AND EASEMENTS NOW OF RECORD

PARCEL #18-01690-000 SURVEY DESCRIPTION (WARRANTY DEED REFERENCE L202174310):

A PART OF LOTS 11 AND 12 IN CLARK'S ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT WHICH IS S 01°25'09" W 139.79' FROM AN EXISTING PIPE MARKING THE NORTHEAST CORNER OF SAID LOT 12 AND RUNNING THENCE S01°25'09" W 80.16' THENCE N88°20'51" W 141.16' TO AN EXISTING REBAR, THENCE N01°34'32" E 11.40' THENCE S86°49'27" E 17.67' TO AN EXISTING REBAR, THENCE N01°47'23" E 68.93' TO AN EXISTING REBAR, THENCE S88°29'10" E 123.02' TO THE POINT OF BEGINNING, CONTAINING 0.23 ACRES, MORE OR LESS. SUBJECT TO THAT PORTION IN SOUTHWEST GLOVER STREET MASTER STREET PLAN RIGHT-OF-WAY ON THE EAST SIDE OF HEREIN DESCRIBED TRACT AND ALSO SUBJECT TO ALL OTHER EASEMENTS AND RIGHTS-OF-WAY OF RECORD

NEW LOT 32:

A PART OF LOTS 11 AND 12 IN CLARK'S ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING AT AN EXISTING REBAR MARKING THE NORTHEAST CORNER OF LOT 12 OF SAID CLARK'S ADDITION AND RUNNING THENCE S01°25'09" W 139.79' THENCE N88°29'10" W 0.41' TO THE WEST MASTER STREET PLAN RIGHT-OF-WAY OF SOUTHWEST GLOVER STREET, THENCE ALONG SAID RIGHT-OF-WAY S02°09'39" W 66.16' TO THE TRUE POINT OF BEGINNING AND RUNNING THENCE ALONG SAID RIGHT-OF-WAY S02°09'39" W 55.88' THENCE CONTINUING ALONG SAID RIGHT-OF-WAY S01°23'56" W 69.60' THENCE LEAVING SAID RIGHT-OF-WAY N87°47'15" W 139.22' TO AN EXISTING REBAR, THENCE N01°25'10" E 110.12' TO AN EXISTING REBAR, THENCE N01°34'32" E 11.40' THENCE S86°49'27" E 17.67' TO AN EXISTING REBAR, THENCE N01°47'23" E 3.07' THENCE S88°20'51" E 122.19' TO THE POINT OF BEGINNING, CONTAINING 0.40 ACRES, MORE OR LESS. SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD

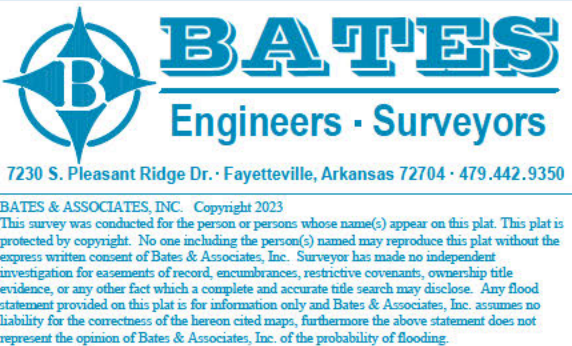
NEW LOT 33:

A PART OF LOTS 11 AND 12 IN CLARK'S ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT ON THE WEST MASTER STREET PLAN RIGHT-OF-WAY S02°09'39" W 66.16' THENCE LEAVING SAID RIGHT-OF-WAY N88°29'10" E 122.19' THENCE N01°47'23" E 65.86' TO AN EXISTING REBAR, THENCE S88°29'10" E 122.62' TO THE POINT OF BEGINNING, CONTAINING 0.19 ACRES, MORE OR LESS. SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD

R/W DEDICATION DESCRIPTION:

A PART OF LOTS 11 AND 12 IN CLARK'S ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT WHICH IS S 01°25'09" W 139.79' FROM AN EXISTING PIPE MARKING THE NORTHEAST CORNER OF SAID LOT 12 AND RUNNING THENCE S01°25'09" W 191.66' THENCE N87°47'15" W 1.96' THENCE N01°23'56" W 69.60' THENCE N02°09'39" E 122.05' THENCE S88°29'10" E 0.41' TO THE POINT OF BEGINNING, CONTAINING 0.01 ACRES, MORE OR LESS

FOR USE AND BENEFIT OF:
STEVE FREEMAN
ADDRESS:
204 & 206 SW GLOVER STREET,
BENTONVILLE, ARKANSAS
DATE: 07/06/23 SCALE: 1"=20'
LOCATION: PART OF LOTS 11 & 12 CLARK'S ADDITION
SURVEYED: DRAFTED: AH
REVIEWED: DT
COA #1335



LEGEND:

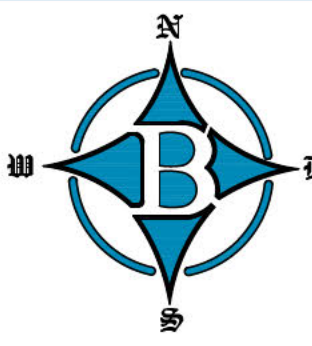
THESE STANDARD SYMBOLS WILL BE FOUND IN THE DRAWING.

(R) RECORD BEARING & DISTANCE
(M) MEASURED BEARING & DISTANCE

● FOUND 5/8" REBAR
● FOUND 1/2" REBAR
● FOUND PIPE
● SET 5/8" REBAR/CAP
△ COMPUTED POINT
○ CABLE PEDESTAL
① TELEPHONE PEDESTAL

— BOUNDARY LINE (MEASURED)
--- LOT LINE / PARCEL LINE
--- TIE LINE
--- CENTERLINE OF ROAD
--- RIGHT-OF-WAY
- - - - - FENCE

WATER METER
CLEANOUT
FIRE HYDRANT
POWER POLE
WATER VALVE
GAS METER
AC CONDENSER UNIT
TELEPHONE VAULT



REVISION #	DATE
1. REVISED PER 1ST SUBMITTAL COMMENTS	6-23-23
2. NO 2ND SUBMITTAL COMMENTS PER CITY STAFF	7-06-23
3.	
4.	

ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF PART OF
LOTS 11 & 12 OF CLARK’S ADDITION; CREATING NEW LOTS 32 AND 33 OF
CLARK’S ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS; AND FOR
OTHER PURPOSES.**

(PROJECT NUMBER: PLA23-0020)

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the property line adjustment of PART OF LOTS 11 & 12 OF CLARK’S ADDITION; creating new LOTS 32 AND 33 OF CLARK’S ADDITION to the City of Bentonville, Benton County, Arkansas was submitted to the Bentonville Planning Commission on July 18, 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 PART OF LOTS 11 & 12 OF CLARK’S ADDITION creating new LOTS 32 AND 33 OF CLARK’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



Gatlin

204 SW F Street

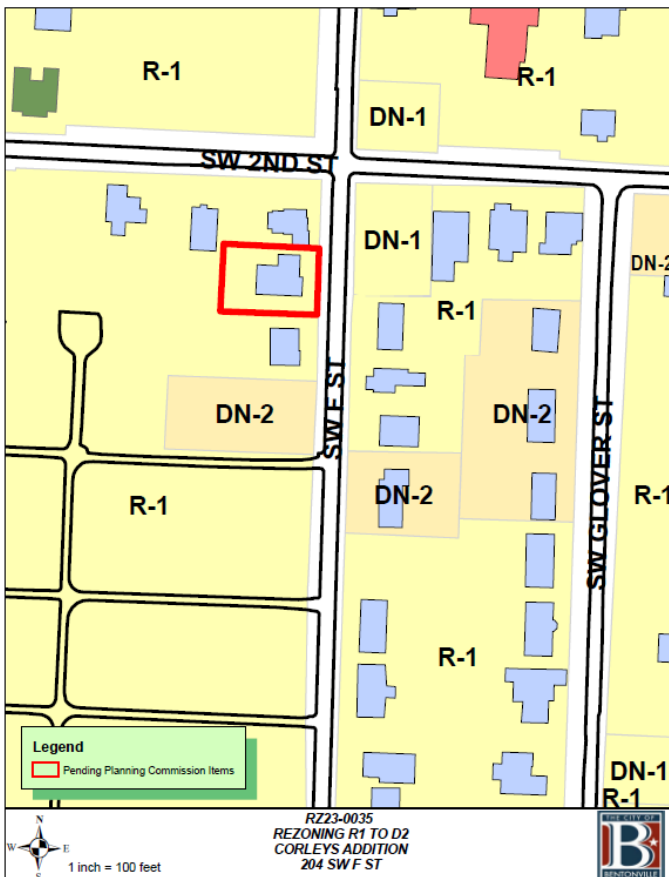
PC Date: 7/18/2023

Reviewer: Bradley Gavrielides, Planning Technician

Project Number	RZ23-0035
Applicant / Current Owner	Nick & Danielle Gatlin
Site Area	+/- 0.23 acres
Current Zoning	R-1, Single Family Residential
Requested Zoning	DN-2, Downtown Medium-Density Residential
Current Future Land Use Map Designation	Low Density Residential (LDR)
Requested Land Use Map Designation	Medium Density Residential (MDR)
Related projects	N/A

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

Location Map



Property Description

This property is located at 204 SW F Street. It is currently zoned R-1, Single Family Residential. It contains an existing single-family home. Adjacent zonings are R-1, Single Family Residential with a DN-1 zoning across the street.

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 (LDR) and Medium Density Residential (MDR) land use.

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.

Public Comment

Staff has NOT received public comment regarding this request.

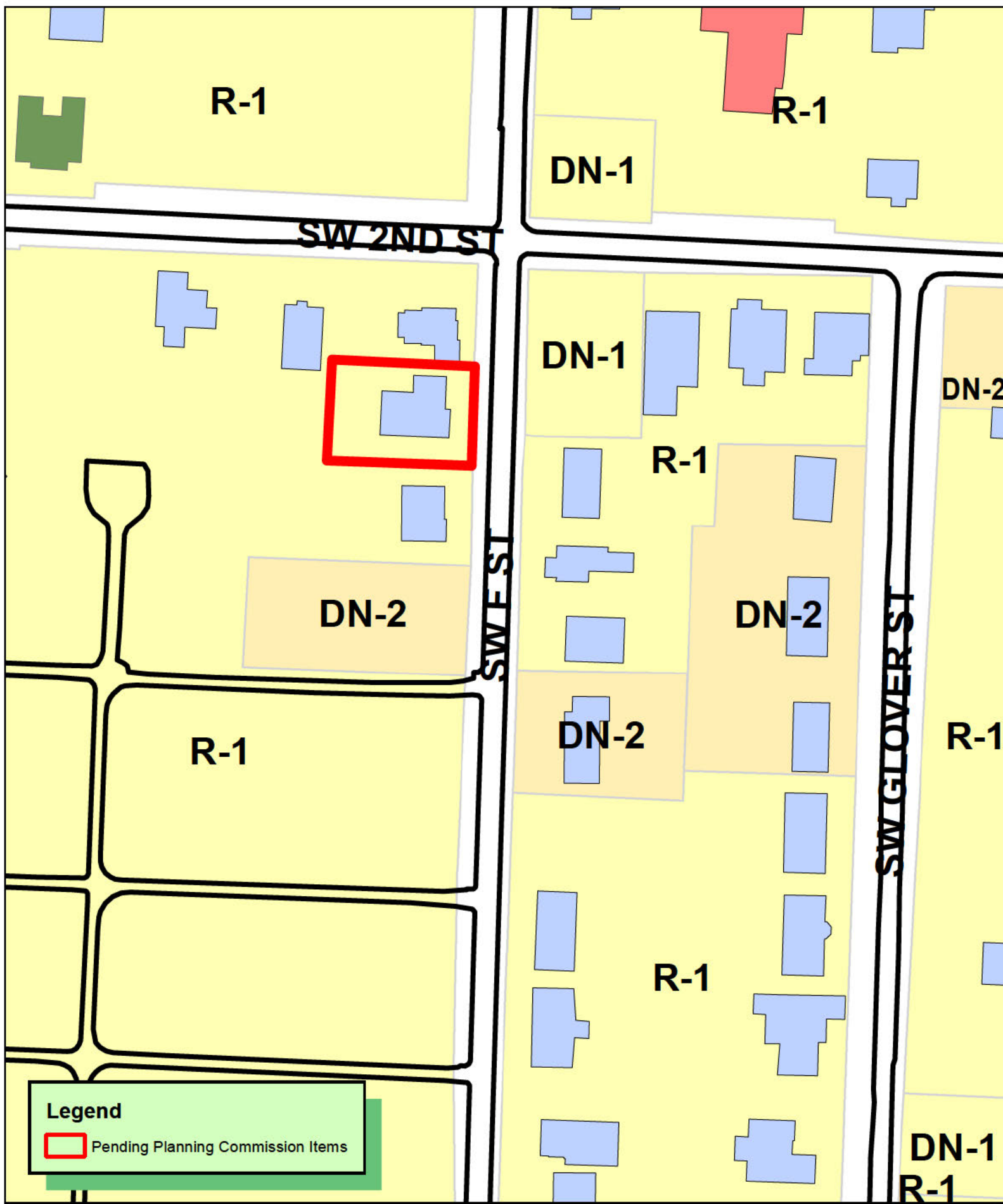
Analysis

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

The proposed zoning of DN-2 is NOT consistent with the Future Land Use Plan but is compatible with the surrounding development patterns within this area of the city and support the requested change.

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.



Legend

 Pending Planning Commission Items


1 inch = 100 feet

RZ23-0035
REZONING R1 TO D2
CORLEYS ADDITION
204 SW F ST



May 11, 2023

**Rezoning Narrative
204 SW F STREET, BENTONVILLE, AR 72712**

CURRENT ZONING DESIGNATION: R-1 Single Family Residential

PURPOSED ZONING DESIGNATION: DN-2 Downtown Medium-Density Residential

REASON/NEED OF THE PROPOSED REZONE INCLUDING CURRENT OWNER INFORMATION AND ANY PROPOSED SALES: We are redesigning the exterior of our home and want it to better match the others on the street, most of whom already have DN-2 zoning. There is a strong precedent, with several d-2 zonings already approved only a few houses down. We are rebuilding the porch to beautify the property and might need less constrictive front setbacks. We are also constructing a detached garage and expanding the back deck, which may need the higher structure / open lot percentage.

REASON FOR REQUESTING THE ZONING: To make it easier to improve the exterior of the home.

STATEMENT OF HOW THE PROPERTY WILL RELATE TO THE SURROUNDING PROPERTIES: It will simply be our place of residence, relating just as other houses on the street do.

USE: Residential

TRAFFIC: None except family of 5, residential

SIGNAGE: No commercial signage

APPEARANCE: Likely white wood siding and brick with cedar shake

WATER/SEWER: YES

LEGAL DESCRIPTION: Parcel ID#01-01864-000 LOT S 80'E 123'L 1 & PT VACATED ALLEY Bentonville City Ordinance Number 520 8/29/1973 465-332

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: RZ23-0035)**

WHEREAS, Nick Gatlin 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:

A PART OF LOT ONE (1) IN CORLEY'S ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING 85 FEET SOUTH OF THE NORTHEAST CORNER OF SAID LOT ONE (1) AND RUN THENCE SOUTH 80 FEET, MORE OR LESS, TO THE ALLEY; THENCE WEST ALONG THE NORTH SIDE OF SAID ALLEY, 125 FEET; THENCE NORTH 80 FEET, MORE OR LESS; THENCE EAST 125 FEET TO THE PLACE OF BEGINNING. ALSO, THE NORTH 4 FEET OF A VACATED 8 FOOT ALLEY LYING ADJACENT AND SOUTH OF THE ABOVE DESCRIBED TRACT. SUBJECT TO RECORDED INSTRUMENTS, COVENANTS, RIGHTS OF WAY, AND EASEMENTS, SUBJECT TO ALL PRIOR MINERAL RESERVATIONS AND OIL AND GAS LEASES, IF ANY.;

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held July 18, 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:

ATTEST:

Stephanie Orman, Mayor

Kirby Romines, City Clerk

ORDINANCE NO. _____

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

(PROJECT NUMBER: RZ23-0035)

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

A PART OF LOT ONE (1) IN CORLEY'S ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING 85 FEET SOUTH OF THE NORTHEAST CORNER OF SAID LOT ONE (1) AND RUN THENCE SOUTH 80 FEET, MORE OR LESS, TO THE ALLEY; THENCE WEST ALONG THE NORTH SIDE OF SAID ALLEY, 125 FEET; THENCE NORTH 80 FEET, MORE OR LESS; THENCE EAST 125 FEET TO THE PLACE OF BEGINNING. ALSO, THE NORTH 4 FEET OF A VACATED 8 FOOT ALLEY LYING ADJACENT AND SOUTH OF THE ABOVE DESCRIBED TRACT. SUBJECT TO RECORDED INSTRUMENTS, COVENANTS, RIGHTS OF WAY, AND EASEMENTS, SUBJECT TO ALL PRIOR MINERAL RESERVATIONS AND OIL AND GAS LEASES, IF ANY.

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held July 18, 2023 in the Council Chambers of the City of Bentonville;

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

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

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

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

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

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

PASSED AND APPROVED this _____ day of _____, 2023.

APPROVED:

ATTEST:

Stephanie Orman, Mayor

Kirby Romines, City Clerk

REZONING & FUTURE LAND USE MAP AMENDMENT STAFF REPORT



Jacobs and Rivard

2202 Del White Drive

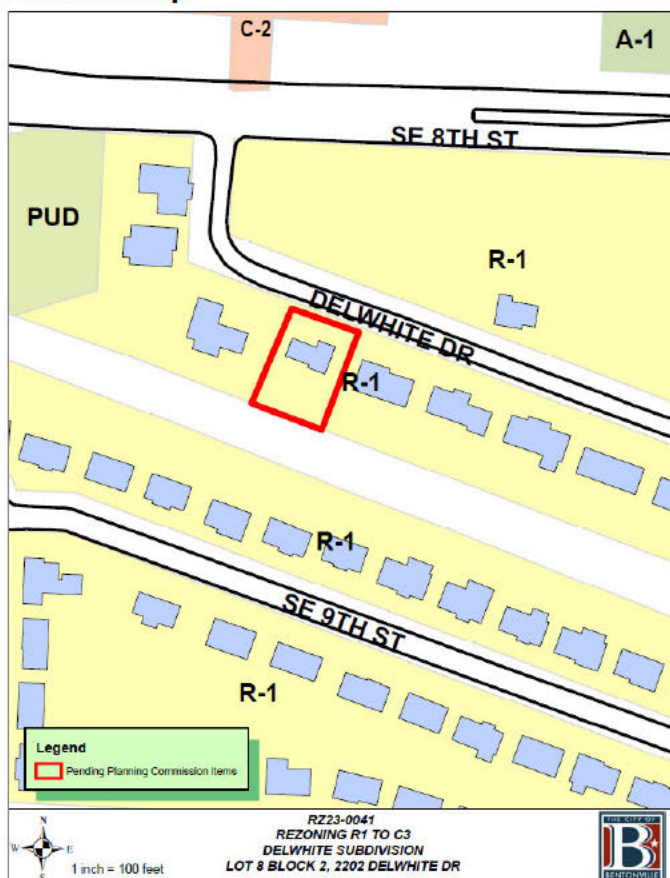
PC Date: 7/18/2023

Reviewer: Bradley Gavrielides, Planning Technician

Project Number	RZ23-0041
Applicant / Current Owner	Casey Jacobs and Matthew Rivard
Site Area	+/- 0.31 acres
Current Zoning	R-1, Single Family Residential
Requested Zoning	C-3, Mixed-use Commercial
Current Future Land Use Map Designation	Commercial (C)
Requested Land Use Map Designation	Mixed Use Commercial (MUC)
Related projects	N/A

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

Location Map



Property Description

This property is located at 2202 Del White Drive. It is currently zoned R-1, Single Family Residential. It contains an existing single-family home. Adjacent zonings are all R-1, Single Family Residential.

Relationship to the General Plan

The Future Land Use Plan depicts this property as General Commercial (C) and is surrounded by General Commercial (C) and Low Density Residential (LDR) land use across a drainage ditch to the south.

This is an area in transition as currently shown by the existing low-density residential zoning and a future land use classification as General Commercial. The application for C-3, is not consistent with the future land use of General Commercial as C-3 requires a future land use of Mixed Use Commercial.

Mixed-use commercial areas include uses that provide goods and services to nearby residents. Local retail, day-to-day services, and small offices are appropriate in these areas. Vertical mixed-use developments are encouraged in mixed-use commercial areas, with upper floors including offices, services, or residential uses.

Public Comment

Staff has NOT received public comment regarding this request.

Analysis

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

Conclusion

This request is NOT consistent with the Future Land Use Plan however, development patterns in the vicinity could benefit with true vertical mix-use as this application allows. Planning staff supports the requested change.

C-2

A-1

PUD

SE 8TH ST

R-1

DELWHITE DR

R-1

R-1

SE 9TH ST

R-1

Legend

 Pending Planning Commission Items



1 inch = 100 feet

RZ23-0041
REZONING R1 TO C3
DELWHITE SUBDIVISION
LOT 8 BLOCK 2, 2202 DELWHITE DR



2202 DEL WHITE DRIVE – REZONING – NARRATIVE

- Property is currently zoned R-1. Proposed property zoning C-3

Matthew & Casey Rivard currently own the property, there are no proposed sales associated with this property.

- Re-zoning request is to better align with Bentonville's Current Land Use plan
- Property directly across the street is zoned commercial
- Property will be commercial mixed use
- No known traffic impacts
- Small, localized signage if any
- Property will conform with current and future surroundings
- Water & Sewer are located at street. 6" water line. 6" sewer line.

RESOLUTION NO. _____

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

(PROJECT NUMBER: RZ23-0041)

WHEREAS, Matthew Rivard and Casey Jacobs Rivard, duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present land use classification of GENERAL COMMERCIAL to MIXED-USE COMMERCIAL, which property is described as follows:

LOT 82 BLOCK 2 OF DELWHITE SUBDIVISION TO BENTONVILLE, BENTON COUNTY, ARKANSAS AS SHOWN ON PLAT FILED UNDER BOOK AND PAGE 125, 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 July 18, 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 GENERAL COMMERCIAL to MIXED-USE COMMERCIAL on the City of Bentonville Future Land Use Map;

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

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

PASSED AND APPROVED this ____ day of _____, 2023.

APPROVED:

ATTEST:

Stephanie Orman, Mayor

Kirby Romines, City Clerk

ORDINANCE NO. _____

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

(PROJECT NUMBER: RZ23-0041)

WHEREAS, Matthew Rivard and Casey Jacobs Rivard, duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present zoning classification of R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL to C-3, MIXED-USE COMMERCIAL to be used in accordance with city zoning laws and state laws, which property is described as follows:

LOT 82 BLOCK 2 OF DELWHITE SUBDIVISION TO BENTONVILLE, BENTON COUNTY,
ARKANSAS AS SHOWN ON PLAT FILED UNDER BOOK AND PAGE 125, 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 July 18, 2023 in the Council Chambers of the City of Bentonville;

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

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

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

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

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

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

PASSED AND APPROVED this _____ day of _____, 2023.

APPROVED:

ATTEST:

Stephanie Orman, Mayor

Kirby Romines, City Clerk

REZONING & FUTURE LAND USE MAP AMENDMENT STAFF REPORT



Ausmus and Johnson

10325 South Morning Star Road

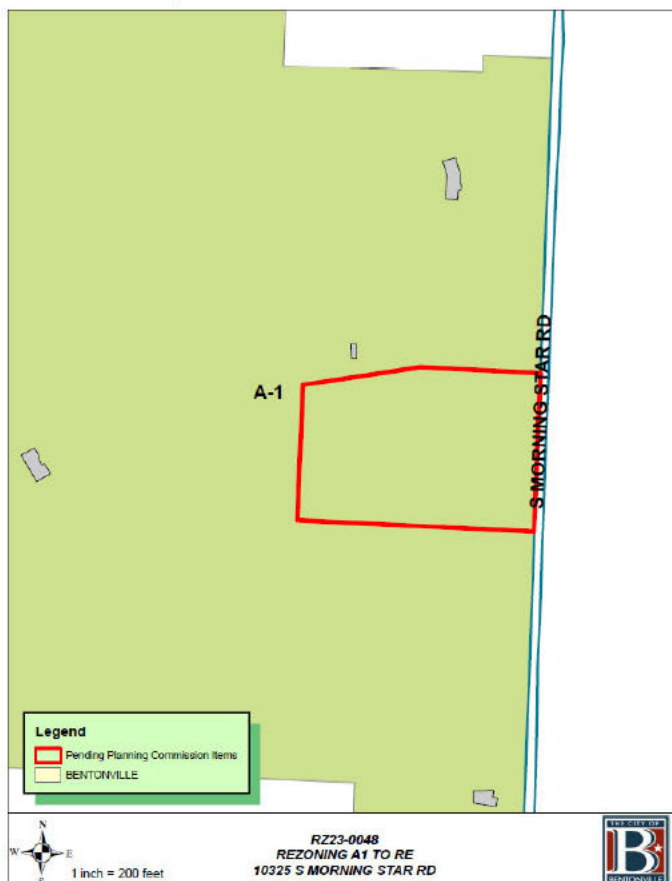
PC Date: 6/20/2023

Reviewer: Bradley Gavrielides, Planning Technician

Project Number	RZ23-0048
Applicant / Current Owner	Rob Caster / Pamela Ausmus & Lyndell Johnson
Site Area	+/- 5.00 acres
Current Zoning	A-1, Agricultural
Requested Zoning	R-E, Residential Estate
Current Future Land Use Map Designation	N/A – Recently annexed
Requested Future Land Use Map Designation	Residential Estates (RE)
Related projects	LS23-0031

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

Location Map



Property Description

This property was recently annexed into the City of Bentonville and is located at 10325 South Morning Star Road. It is currently zoned A-1, Agricultural. It currently is part of a larger lot that contains an existing single-family home. Adjacent zonings are A-1 agriculture and City of Rogers land across the street.

Relationship to the General Plan

The Future Land Use Plan currently does not have a depiction for this property as it was recently annexed, but the applicant is requesting that the designation be Residential Estates (RE). Residential estate areas include large detached single-family residential properties at least one acre in size. These areas may also include public uses that support residents.

Public Comment

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

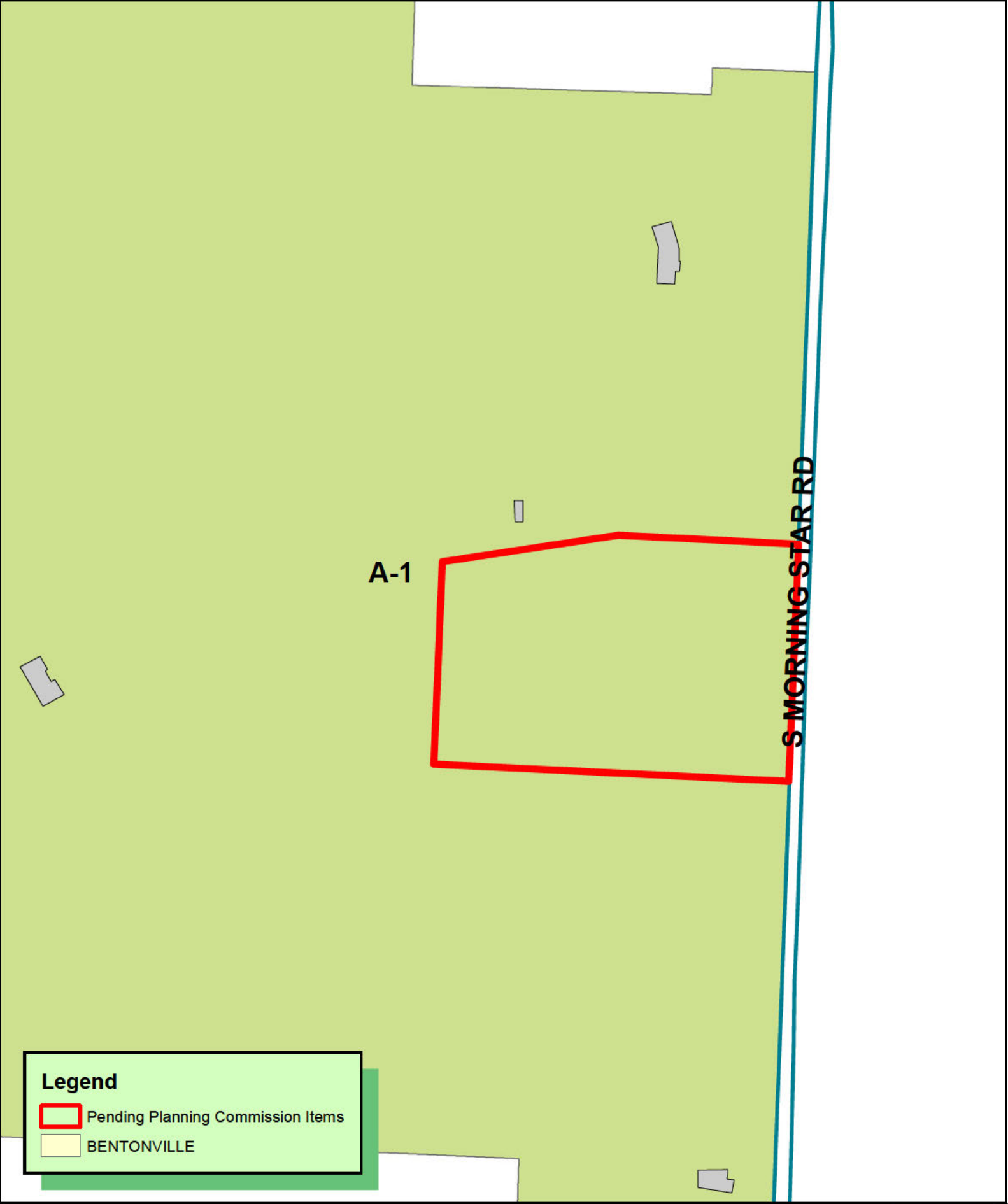
Analysis

The R-E District is an extremely low-density residential district designed to provide for maximum privacy through the use of open spaces, permit the keeping of animals, specifically approved by the Planning Commission, promote scenic attraction, expand and promote residential alternatives and encourage the development of residential areas most protective of the environment.

The proposed zoning of R-E is compatible with the surrounding development patterns within this area of the city and support the requested change.

Conclusion

This request is consistent with the uses of the surrounding zoning districts and development patterns located in the vicinity.



Legend

 Pending Planning Commission Items

 BENTONVILLE

 1 inch = 200 feet

RZ23-0048
REZONING A1 TO RE
10325 S MORNING STAR RD



CASTER & ASSOCIATES LAND SURVEYING, INC.
2715 SE 'I' STREET, SUITE 5, BENTONVILLE, ARKANSAS 72712
PH.(479) 268-4464

May 12th, 2023

RE : Pamela Ausmus & Lyndell Johnson Rezone Request
Five Acres (two 2.5 acre lots) in the Southeast corner of
P.N. 01-08215-768
10325 S. Morning Star Rd.
Bentonville, AR 72712

To Whom it May Concern,

The owners of the above described property request a rezone from A-1
to R-E in order to create two 2.5 acre lots.

Regards



Robert J. Caster, PLS #1370

DESCRIPTION - PARENT TRACT:

A PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER (PT SE/4 SW/4), SECTION 26, TOWNSHIP 19 NORTH, RANGE 31 WEST, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE SE CORNER OF SAID SE/4 SW/4; THENCE N 87°14'32" W A DISTANCE OF 1320.00 FEET; THENCE N 02°29'56" E A DISTANCE OF 601.42 FEET; THENCE S 87°12'35" E A DISTANCE OF 659.78 FEET; THENCE N 02°36'40" E A DISTANCE OF 120.00 FEET; THENCE S 87°09'01" E A DISTANCE OF 658.50 FEET; THENCE S 02°22'48" W A DISTANCE OF 720.00 FEET TO THE POINT OF BEGINNING, WITH AN AREA OF 871821.61 SQUARE FEET, OR 20.014 ACRES, MORE OR LESS, AND SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF RECORD OR FACT.

NEW LOT 1 DESCRIPTION:

A PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER (PT SE/4 SW/4), SECTION 26, TOWNSHIP 19 NORTH, RANGE 31 WEST, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SE CORNER OF SAID SE/4 SW/4; THENCE N 02°22'48" E A DISTANCE OF 408.81 FEET TO THE POINT OF BEGINNING; THENCE N 87°14'32" W A DISTANCE OF 295.28 FEET; THENCE S 81°32'30" W A DISTANCE OF 1042.87 FEET; THENCE N 02°29'56" E A DISTANCE OF 395.46 FEET; THENCE S 87°12'35" E A DISTANCE OF 659.78 FEET; THENCE N 02°36'40" E A DISTANCE OF 120.00 FEET; THENCE S 87°09'01" E A DISTANCE OF 658.50 FEET; THENCE S 02°22'48" W A DISTANCE OF 311.19 FEET TO THE POINT OF BEGINNING, WITH AN AREA OF 436221.61 SQUARE FEET, OR 10.014 ACRES, MORE OR LESS, AND SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF RECORD OR FACT.

NEW LOT 2 DESCRIPTION:

A PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER (PT SE/4 SW/4), SECTION 26, TOWNSHIP 19 NORTH, RANGE 31 WEST, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SE CORNER OF SAID SE/4 SW/4; THENCE N 02°22'48" E A DISTANCE OF 388.81 FEET TO THE POINT OF BEGINNING; THENCE N 87°14'32" W A DISTANCE OF 295.28 FEET; THENCE S 81°32'30" W A DISTANCE OF 290.87 FEET; THENCE N 02°22'48" W A DISTANCE OF 332.23 FEET; THENCE N 87°14'32" W A DISTANCE OF 739.03 FEET; THENCE N 02°29'56" E A DISTANCE OF 205.96 FEET; THENCE N 81°32'30" E A DISTANCE OF 1042.87 FEET; THENCE S 87°14'32" E A DISTANCE OF 295.28 FEET; THENCE S 02°22'48" W A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING, WITH AN AREA OF 217800.00 SQUARE FEET, OR 5.000 ACRES, MORE OR LESS, AND SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF RECORD OR FACT.

NEW LOT 3 DESCRIPTION:

A PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER (PT SE/4 SW/4), SECTION 26, TOWNSHIP 19 NORTH, RANGE 31 WEST, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SE CORNER OF SAID SE/4 SW/4; THENCE N 02°22'48" E A DISTANCE OF 368.81 FEET TO THE POINT OF BEGINNING; THENCE N 87°14'32" W A DISTANCE OF 295.28 FEET; THENCE S 81°32'30" E A DISTANCE OF 290.87 FEET; THENCE N 87°14'32" E A DISTANCE OF 295.28 FEET; THENCE S 02°22'48" W A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING, WITH AN AREA OF 108900.00 SQUARE FEET, OR 2.500 ACRES, MORE OR LESS, AND SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF RECORD OR FACT.

NEW LOT 4 DESCRIPTION:

A PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER (PT SE/4 SW/4), SECTION 26, TOWNSHIP 19 NORTH, RANGE 31 WEST, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE SE CORNER OF SAID SE/4 SW/4; THENCE N 87°14'32" W A DISTANCE OF 295.28 FEET; THENCE N 02°22'48" E A DISTANCE OF 368.81 FEET; THENCE S 87°14'32" E A DISTANCE OF 295.28 FEET; THENCE S 02°22'48" W A DISTANCE OF 368.81 FEET TO THE POINT OF BEGINNING, WITH AN AREA OF 108900.00 SQUARE FEET, OR 2.500 ACRES, MORE OR LESS, AND SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF RECORD OR FACT.

OWNERSHIP INFORMATION:
ELMON L JR & PAMELA R AUSMUS
10325 S MORNING STAR RD
BENTONVILLE AR 72713

LEGEND

- FOUND 1/2" IRON PIN
- ⊙ FOUND MAGNAIL
- ⊗ SET 1/2" IRON PIN W/CAP
- WELL
- — — — — PROPERTY LINE
- — — — — RIGHT-OF-WAY
- — — — — CENTERLINE
- - - - - GRAVEL
- - - - - EASEMENT
- - - - - OVERHEAD LINE
- x - x - FENCE LINE

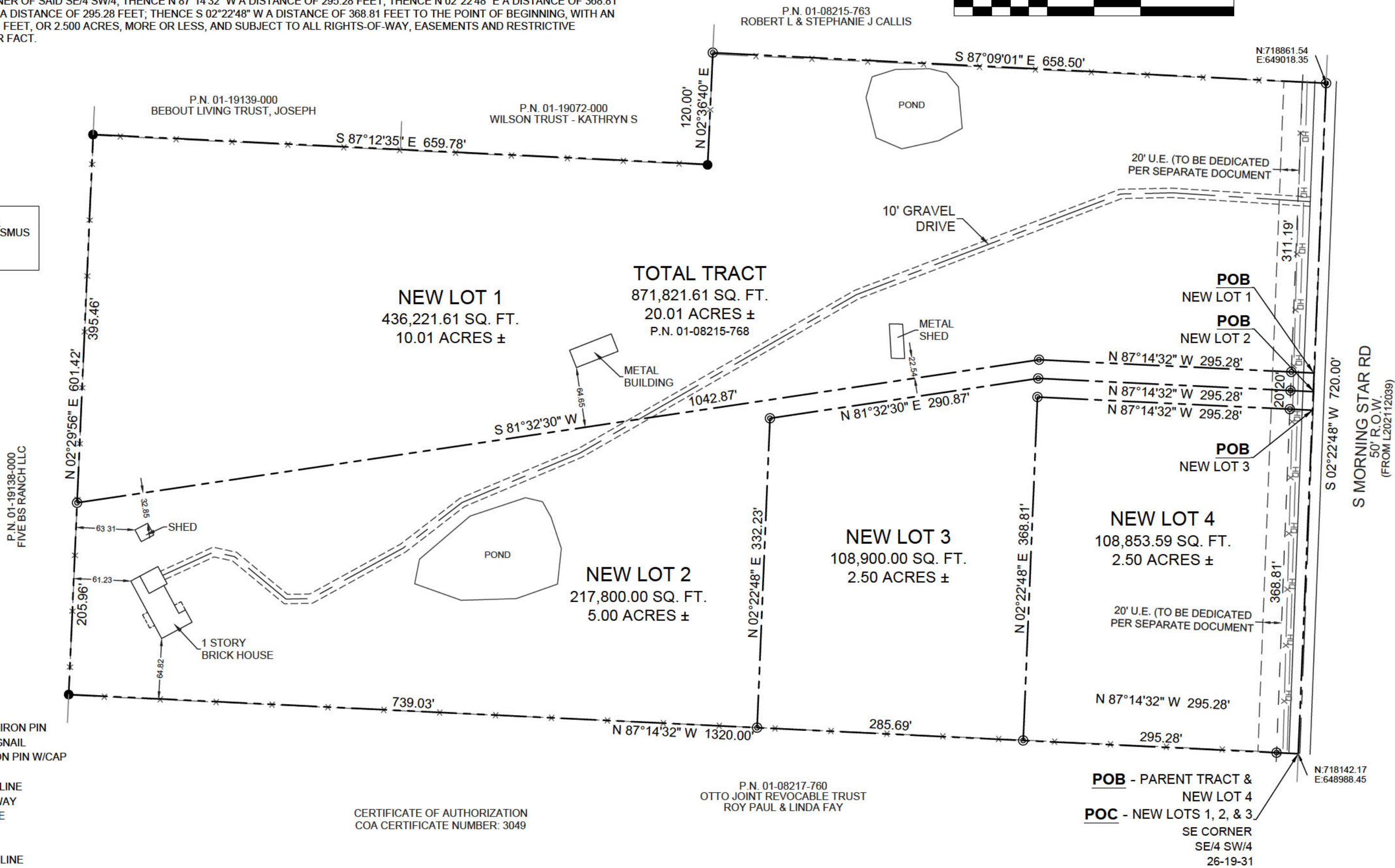
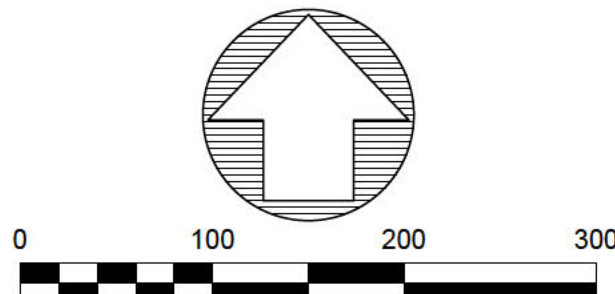
CERTIFICATE OF AUTHORIZATION
COA CERTIFICATE NUMBER: 3049

NOTES:

- EXCEPT AS SPECIFICALLY STATED OR SHOWN ON THIS PLAT, THIS SURVEY DOES NOT PURPORT TO REFLECT ANY OF THE FOLLOWING WHICH MAY BE APPLICABLE TO THE SUBJECT REAL ESTATE: EASEMENTS, OTHER THAN POSSIBLE EASEMENTS WHICH WERE VISIBLE AT THE TIME OF MAKING 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.
- BASIS OF BEARINGS: ARKANSAS STATE PLANE COORDINATE SYSTEM, NORTH ZONE.
- DECLARATION IS MADE TO ORIGINAL PURCHASER OF THE SURVEY. IT IS NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS.
- THIS SURVEY IS VALID ONLY IF THE DRAWING INCLUDES THE SEAL AND SIGNATURE OF THE SURVEYOR.
- SETBACKS SHALL BE PER THE CURRENT ZONING DISTRICT AS STATED IN THE MOST RECENT CITY OF BENTONVILLE ZONING CODE. FOR MORE INFO VISIT WWW.BENTONVILLEPLANNING.COM OR CALL THE PLANNING DEPARTMENT AT (479) 271-3122.
- SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP, TITLE EVIDENCE, OR ANY OTHER FACTS WHICH AN ACCURATE AND CURRENT TITLE COMMITMENT MAY DISCLOSE.
- SIDEWALKS SHALL BE THE RESPONSIBILITY OF THE BUILDER/OWNER AT TIME OF BUILDING PERMIT ISSUANCE.
- THERE MAY NOT BE FENCES OR ANY OTHER STRUCTURES BUILT IN ANY DRAINAGE EASEMENTS.
- OWNER/DEVELOPER SHALL COORDINATE WITH ALL LOCAL UTILITIES TO INSURE THAT EACH LOT HAS WATER, SEWER AND ELECTRIC SERVICE.
- BEFORE ANY WORK IN THE RIGHT-OF-WAY COMMENCES, CONTRACTOR AND/OR OWNER IS TO OBTAIN RIGHT-OF-WAY PERMIT FROM THE CITY OF BENTONVILLE TRANSPORTATION DEPARTMENT.
- ALL STRUCTURES MUST MAINTAIN MINIMUM OF 20' CLEARANCES FROM ALL ELECTRIC LINES.

FLOOD CERTIFICATION:

I CERTIFY THAT I HAVE EXAMINED THE OFFICIAL FLOOD INSURANCE HAZARD RATE MAP PANEL NO. 05007C0245K (EFFECTIVE DATE 09/28/2007) AND FOUND IN THE DESCRIBED PROPERTY HEREON LIES IN ZONE "X", AN AREA HAVING NO SPECIAL FLOOD HAZARDS.



VICINITY MAP



N.T.S.

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

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: _____

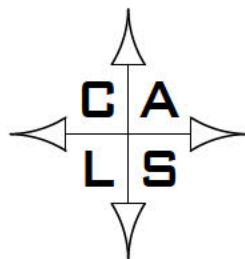
SIGNED _____
MAYOR, CITY OF BENTONVILLE

SIGNED _____
CITY CLERK, CITY OF BENTONVILLE

LS23-0031

CASTER & ASSOCIATES
LAND SURVEYING, INC.

2715 SE "I" Street, Suite 5
Bentonville, AR 72712
(479) 268-4464



SCALE: 1" = 100'		DATE: 04/21/2023	
LOT SPLIT FOR AUSMUS & JOHNSON TRUST CREATING LOTS 1-4			
SOUTH MORNING STAR ROAD CITY OF BENTONVILLE BENTON COUNTY, ARKANSAS			
JOB #	DRAWN BY:	CHK'D BY:	PAGE
23-116	ASG	RJC	1 OF 1

RESOLUTION NO. _____

**A RESOLUTION AMENDING THE CITY OF BENTONVILLE FUTURE LAND USE
MAP FOR A SPECIFIC AREA FROM RECENTLY ANNEXED LAND TO RESIDENTIAL
ESTATE; AND FOR OTHER PURPOSES.**

(PROJECT NUMBER: RZ23-0048)

WHEREAS, Pamela Ausmus & Lyndell Johnson, 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 RECENTLY ANNEXED LAND to RESIDENTIAL ESTATE, which property is described as follows:

A PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER (PT SE/4 SW/4) OF SECTION 26, TOWNSHIP 19 NORTH, RANGE 31 WEST, IN THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SE CORNER OF SAID SE/4 SW/4; THENCE N 87°14'32" W A DISTANCE OF 580.97 FEET; THENCE N 02°22'48" E A DISTANCE OF 332.23 FEET; THENCE N 81°32'30" E A DISTANCE OF 290.87 FEET; THENCE S 87°14'32" E A DISTANCE OF 295.28 FEET; THENCE S 02°22'48" W A DISTANCE OF 388.81 FEET TO THE POINT OF BEGINNING, WITH AN AREA OF 217800.00 SQUARE FEET, OR 5.000 ACRES, MORE OR LESS, AND SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIVE COVENANTS 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 July 18, 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 RECENTLY ANNEXED LAND to RESIDENTIAL ESTATE on the City of Bentonville Future Land Use Map;

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

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

PASSED AND APPROVED this _____ day of _____, 2023.

APPROVED:

ATTEST:

Stephanie Orman, Mayor

Kirby Romines, City Clerk

ORDINANCE NO. _____

**AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE,
ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF A-1,
AGRICULTURAL TO R-E, RESIDENTIAL ESTATE; AND FOR OTHER PURPOSES.
(PROJECT NUMBER: RZ23-0048)**

WHEREAS, Pamela Ausmus & Lyndell Johnson, 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-E, RESIDENTIAL ESTATE to be used in accordance with city zoning laws and state laws, which property is described as follows:

A PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER (PT SE/4 SW/4) OF SECTION 26, TOWNSHIP 19 NORTH, RANGE 31 WEST, IN THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SE CORNER OF SAID SE/4 SW/4; THENCE N 87°14'32" W A DISTANCE OF 580.97 FEET; THENCE N 02°22'48" E A DISTANCE OF 332.23 FEET; THENCE N 81°32'30" E A DISTANCE OF 290.87 FEET; THENCE S 87°14'32" E A DISTANCE OF 295.28 FEET; THENCE S 02°22'48" W A DISTANCE OF 388.81 FEET TO THE POINT OF BEGINNING, WITH AN AREA OF 217800.00 SQUARE FEET, OR 5.000 ACRES, MORE OR LESS, AND SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIVE COVENANTS 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 July 18, 2023 in the Council Chambers of the City of Bentonville;

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

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

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-E, RESIDENTIAL ESTATE to be used in accordance with the city zoning laws and state laws;

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

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

PASSED AND APPROVED this _____ day of _____, 2023.

APPROVED:

ATTEST:

Stephanie Orman, Mayor

Kirby Romines, City Clerk

REZONING & FUTURE LAND USE AMENDMENT STAFF REPORT



RJM Property Management, LLC

Addresses: 1204 Lockheed Street

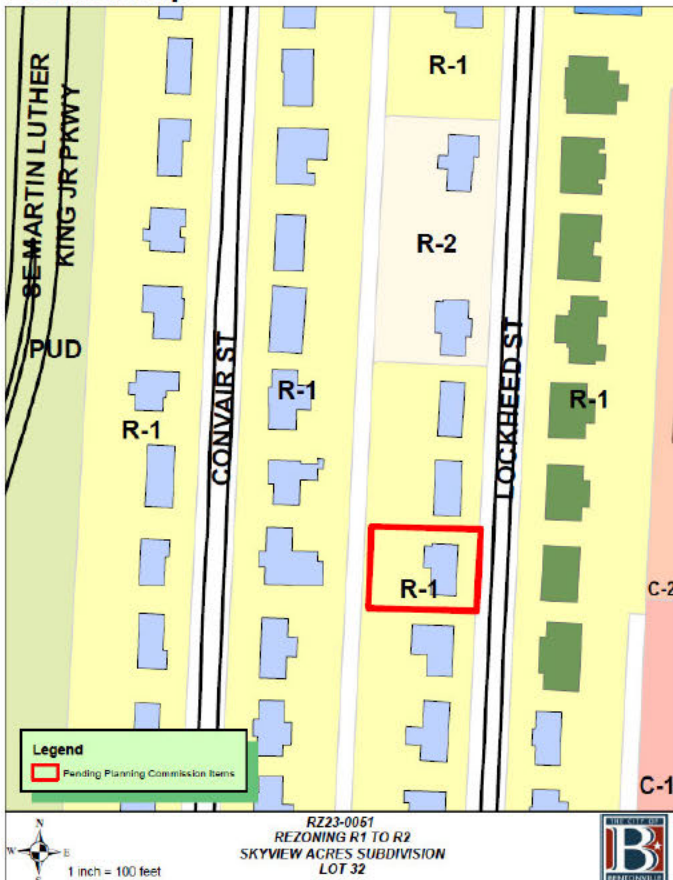
PC Date: 7/18/2023

Reviewer: Jon Stanley, Senior Planner,
ASLA, APA

Project Number	RZ23-0051
Applicant / Current Owner	RJM Property Management, LLC
Site Area	0.32 acres
Current Zoning	R-1, Low Density Single Family Residential
Requested Zoning	R-2, Medium Density Two Family and Townhome Residential
Future Land Use Map Designation	Low-Density Residential (LDR)
Requested Future Land Use Map Designation	Medium-Density Residential (MDR)
Related Case(s):	LS23-0034

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

Location Map



Property Description

This property is located at 1204 Lockheed Street within the Sky View neighborhood. Directly adjacent zonings are R-1 Low Density Single Family Residential. On September 20, 2022, the Planning Commission approved a similar request from R-1, Low Density Single Family Residential to R-2, Medium Density Two Family and Townhome Residential for the properties located one lot north of this request.

Relationship to the Bentonville Community Plan

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

This property is located within Priority Area 2, Infill, as identified in Chapter 4 of the Bentonville Community Plan. This area looks to leverage the City's existing investments in utilities and streets to accommodate new development.

Public Comment

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

Analysis

A significant number of properties on Lockheed Street are already functioning as duplexes – a legal non-conforming use under the terms of the Zoning Code. Additionally, the new Walmart campus development to the West and existing commercial zoning and uses to the East sandwich this neighborhood amongst more intense uses. Rezoning to R-2 would be appropriate in this context and in line with recent rezoning request and approvals along Lockheed Street.

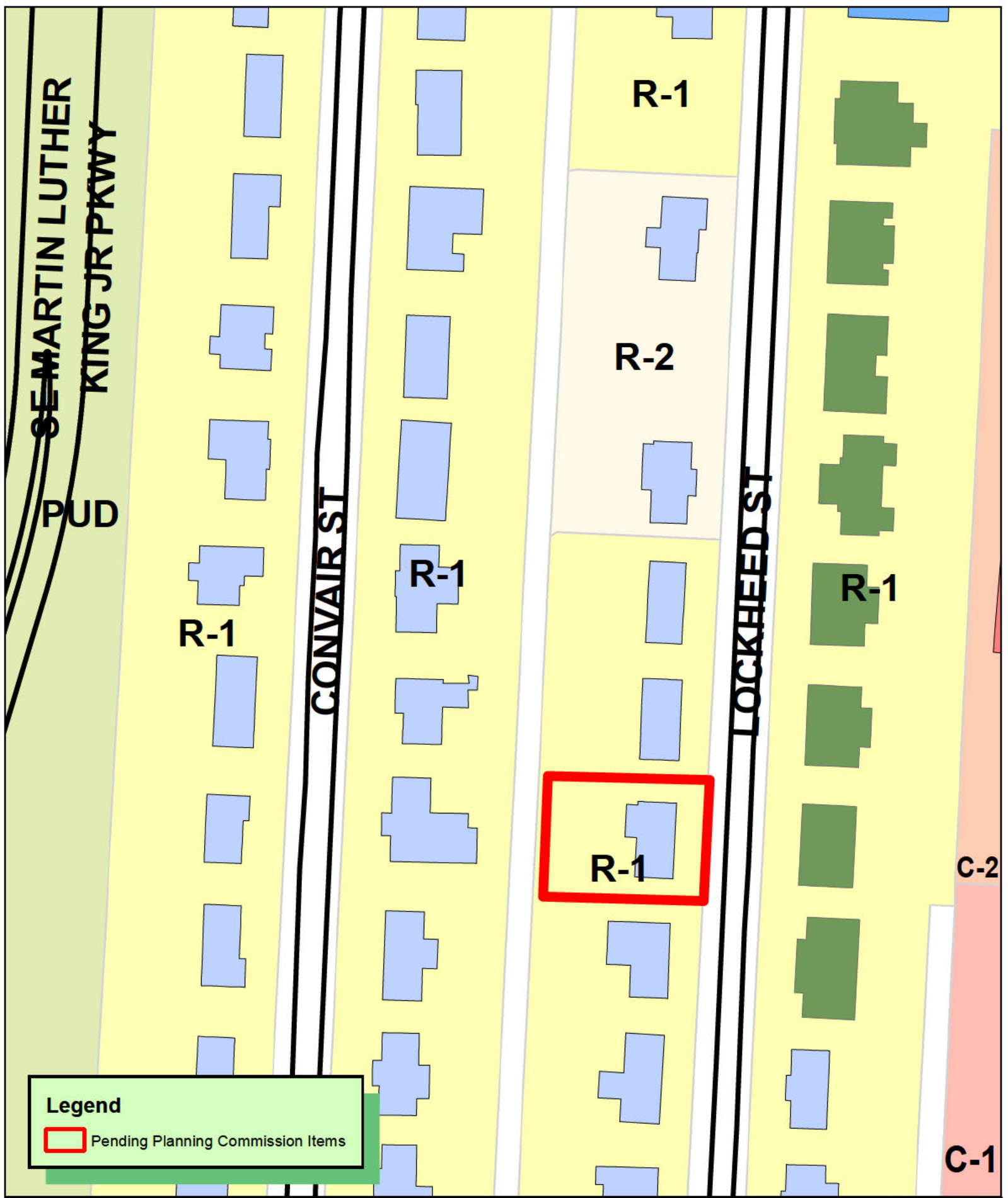
Conclusion

This request is not consistent with the Future Land Use Plan. However, the context of the property - with a significant number of existing two-family residential uses across the street and the recently approved R-2 rezoning to the north, as well as its location amidst new and existing intensifying commercial development – along with the goals of the Community Plan to capitalize on the existing infrastructure in this part of the City, an amendment to the Future Land Use Plan to

Medium-Density Residential would be appropriate.

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

Land Use Plan Amendment, Planning staff recommends denial of the rezoning.



Legend

 Pending Planning Commission Items



 1 inch = 100 feet

RZ23-0051
 REZONING R1 TO R2
 SKYVIEW ACRES SUBDIVISION
 LOT 32





Blew & Associates, P.A.

Civil Engineers

Professional Land Surveyors

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

June 1st, 2023

To Whom It May Concern,

Rezone

My client, Ronald McGeath, is requesting a rezone and land use amendment from R-1 to R-2 for the property at 1204 Lockheed Street in Bentonville. He is requesting this to eventually tear down the existing home and replace it with a slightly higher density housing option. There are existing duplexes in the area, so we believe this zoning change will fit into the area nicely. The use will still be residential. There may be a slight increase in traffic due to additional housing, but it should not be significant. No signs are proposed at this time and no changes to the appearance of the existing homes. Water & sewer are available at all properties. We kindly ask for your approval of this rezone on our client's behalf. The rezone affects parcel: 01-04198-000

Sincerely,

Nikki Littrell
Senior Project Coordinator
Blew & Associates, P.A.

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: RZ23-0051)

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

LOT 32, SKYVIEW ACRES SUBDIVISION, BENTONVILLE, BENTON COUNTY,
ARKANSAS AS DESIGNATED IN PLAT BOOK E, AT PAGE 38.

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held July 18, 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:

ATTEST:

Stephanie Orman, Mayor

Kirby Romines, City Clerk

ORDINANCE NO. _____

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

(PROJECT NUMBER: RZ23-0051)

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

LOT 32, SKYVIEW ACRES SUBDIVISION, BENTONVILLE, BENTON COUNTY,
ARKANSASAS DESIGNATED IN PLAT BOOK E, AT PAGE 38.

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held July 18, 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:

ATTEST:

Stephanie Orman, Mayor

Kirby Romines, City Clerk

REZONING STAFF REPORT



AP RE & DEVELOPMENT LLC

215 Southwest F Street

PC Date: 7/18/2023

Reviewer: Bradley Gavrielides, Planning Technician

Project Number	RZ23-0052
Applicant / Current Owner	STACY LAW GROUP / SKYLINE RENTAL LLC
Site Area	+/- 0.21 acres
Current Zoning	R-1, Low Density Single Family Residential
Requested Zoning	DN-2, Downtown Medium-Density Residential
Current Future Land Use Map Designation	Medium-Density Residential (MDR)
Related Projects	

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

Location Map



Property Description

This property is located at 215 SW F Street. It is currently zoned R-1, Low Density Single Family Residential. The property currently does not contain any structures. Adjacent zonings are R-1 to the East, South, and West and DN-2 to the North.

Relationship to the General Plan

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

Public Comment

Staff has received public comment regarding this request.

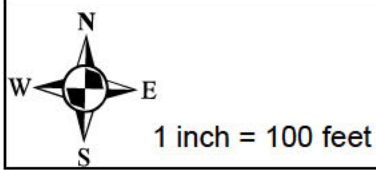
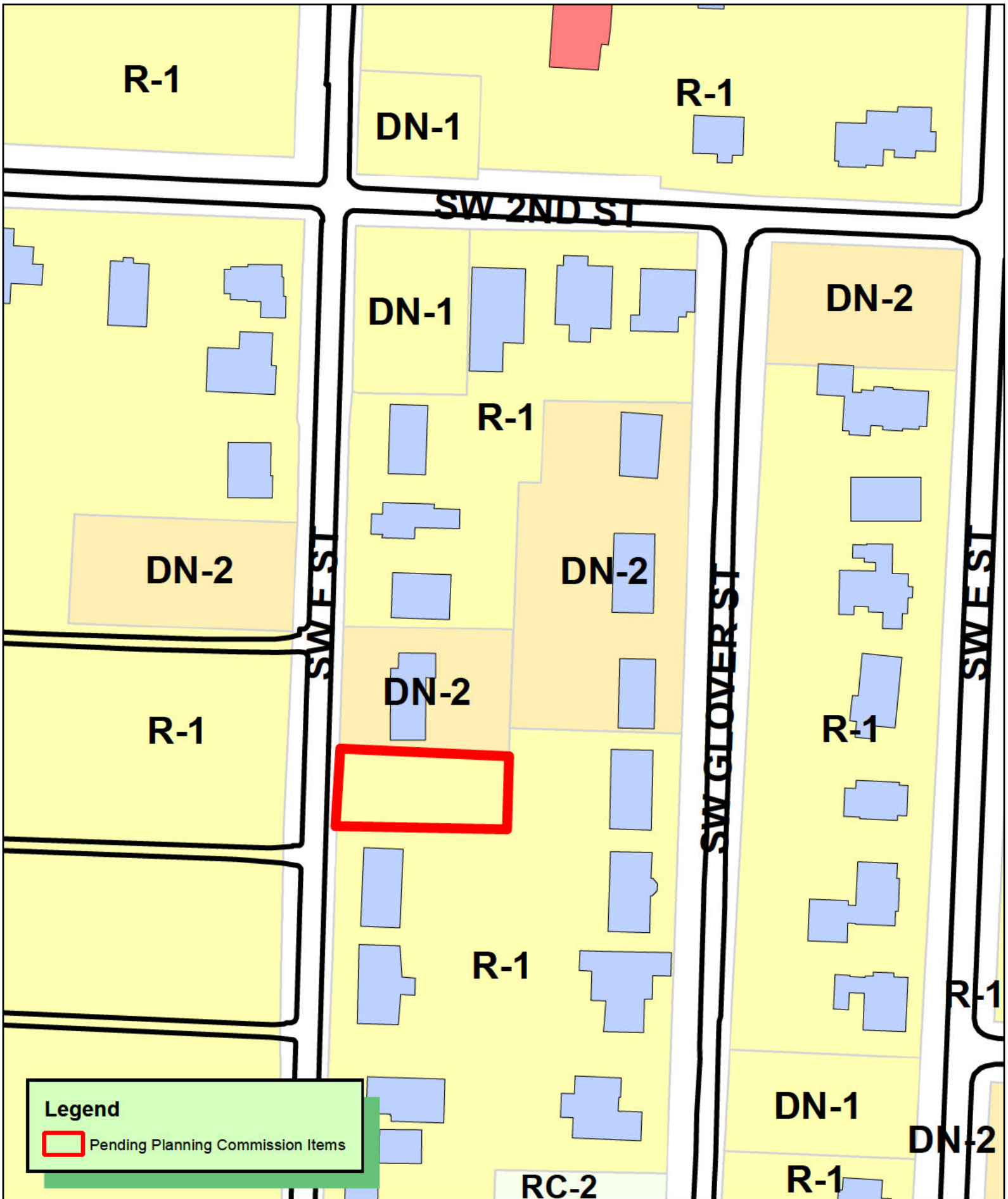
Analysis

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

The proposed zoning of DN-2 is consistent with the Future Land Use Plan and 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 and the uses of the surrounding zoning districts. The request is also consistent with recent development located in the vicinity.



RZ23-0052
REZONING R1 TO DN2
CLARKS ADDITION
LOT 3
50



Rezone Narrative

Owner: AP RF and Development LLC
Address: 215 SW F St.
Bentonville, AR 72712

Current Zoning: R-1, Single Family Residential

Proposed Zoning: DN-2, Downtown Medium Density Residential

Owner: AP RF and Development LLC

Reason for rezoning: Small-lot single-family development.

How will property relate to surrounding properties: The current surrounding properties are all zoned R-1, Single Family Residential, and DN-2, Downtown Medium Density Residential.

Proposed Use: Downtown Medium Density Residential

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

Signage: Any signage to comply with city ordinances and regulations. None planned.

Appearance: Small-lot single-family development.

Water and Sewer Availability: Water mains and a 6" Sanitary system are available to serve the property. New water meters and sanitary service lines will need to be constructed.

NOTICE OF INTENT TO REZONE

AP RE & Development LLC has requested the Bentonville Planning Commission to set a public hearing date to consider rezoning the following property from R-1, Low Density Single-Family Residential to DN-2, Downtown Medium Density Residential

The legal description of the property is as follows:

The South 65 feet of lot 3, Clark's Addition, to the City of Bentonville, Benton County, Arkansas, As shown on the plat filed in deed book "L" at Page 166.

The common description of the property is: 215 SW F St Bentonville, AR

The public hearing will be held July 18th, 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:

Parking Concerns, - many people currently block the road by parking on the street.

Child Safety & increase Traffic...

Signature and Physical Address

ACKNOWLEDGMENT

STATE OF ARKANSAS)
COUNTY OF BENTON) §

NOTICE OF INTENT TO REZONE

AP RE & Development LLC has requested the Bentonville Planning Commission to set a public hearing date to consider rezoning the following property from R-1, Low Density Single-Family Residential to DN-2, Downtown Medium Density Residential

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

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

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

Please see attached letter.

Signature and Physical Address

Bentonville AK ACKNOWLEDGMENT

STATE OF ARKANSAS)
) §
COUNTY OF BENTON)

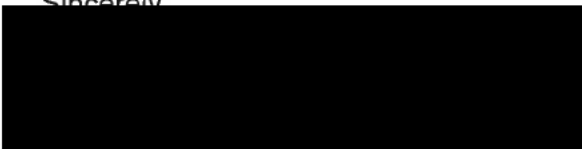
Michael Maloy
301 SW F Street
Bentonville AR 72712

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

Re: Rezoning of 215 SW F Street, Bentonville, AR

I am writing to express my concern about the rezoning (from R-1 to DN-2) of the lot at 215 SE F Street directly to the north of my home. I live at 301 SW F Street. My major concern is regarding adequate drainage for any proposed structure built on the lot at 215 SW F Street. The two lots north of the proposed rezoning (213 & 211 SW F Street) were rezoned, and homes have been built on each that cover most of the lot. As a result, the empty lot at 215 SW F Street has become a drainage field. After heavy rains, the empty lot is covered in deep water that sits for days before it drains or evaporates. If a new home is built with the footprint that DN-2 zoning allows, I fear that my home will become the new drainage field for the three properties to the north. All I ask is that any new plans to build on the lot at 215 SW F Street are required to allow for appropriate drainage to ensure that my home does not become the defacto drainage field. Please let me know if you have any questions or if you need any additional information. Thank you for your consideration.

Sincerely,

A large black rectangular redaction box covering the signature area.

Michael Maloy

ORDINANCE NO. _____

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

(PROJECT NUMBER: RZ23-0052)

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

THE SOUTH 65 FEET OF LOT 3, CLARK'S ADDITION, TO THE CITY OF BENTONVILLE,
BENTON COUNTY, ARKANSAS, AS SHOWN ON THE PLAT FILED IN DEED BOOK "L"
ON PAGE 166.

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held July 18, 2023 in the Council Chambers of the City of Bentonville;

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

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

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

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

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

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

PASSED AND APPROVED this _____ day of _____, 2023.

APPROVED:

ATTEST:

Stephanie Orman, Mayor

Kirby Romines, City Clerk

REZONING STAFF REPORT



SKYLINE RENTAL LLC

412 NW 6th Street

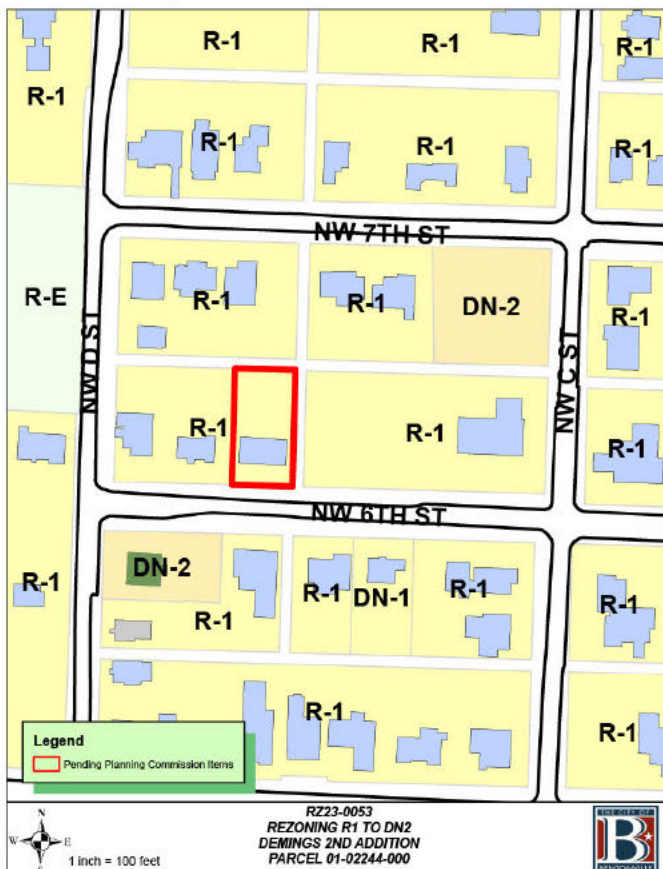
PC Date: 7/18/2023

Reviewer: Logan Webb, Planning Intern, Jon Stanley, Senior Planner, ASLA, APA

Project Number	RZ23-0053
Applicant / Current Owner	STACY LAW GROUP / SKYLINE RENTAL LLC
Site Area	+/- 0.25 acres
Current Zoning	R-1, Low Density Single Family Residential
Requested Zoning	DN-2, Downtown Medium-Density Residential
Current Future Land Use Map Designation	Medium-Density Residential (MDR)
Related Projects	PLA23-0021

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

Location Map



Property Description

This property is located at 412 NW 6th Street. It is currently zoned R-1, Low Density Single Family Residential. The property currently contains an existing single-family home. Adjacent zonings are all R-1 except for one property to the southeast and two properties to the southwest across NW 6th Street.

Relationship to the General Plan

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

Public Comment

Staff has received public comment regarding this request.

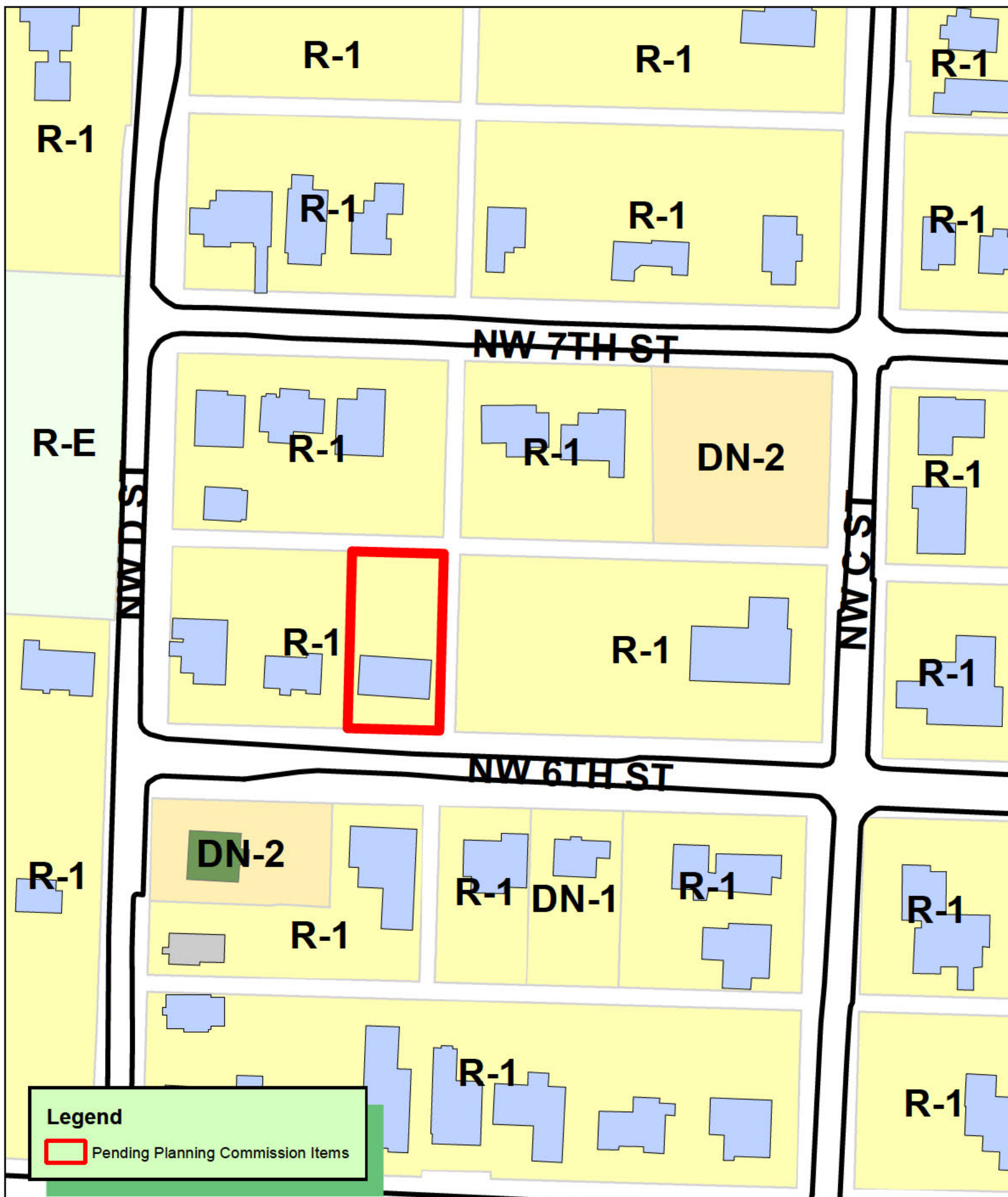
Analysis

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

The proposed zoning of DN-2 is consistent with the Future Land Use Plan and 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 and the uses of the surrounding zoning districts. The request is also consistent with recent development located in the vicinity. This request is in conjunction with related project PLA23-0021 seeking a property line adjustment of the same property.



RZ23-0053
REZONING R1 TO DN2
DEMINGS 2ND ADDITION
PARCEL 01-02244-000
57



NARRATIVE

The current zoning for 412 N.W. 6th Street, Bentonville (the "Property"), AR is R-1, Low Density Single-Family Residential, and Skyline Rental, LLC, owner, proposes that the Property be rezoned to DN-2 Downtown Medium Density Residential.

The current owner is Skyline Rental, LLC, which is owned by Charlotte M. Stacy. Charlotte and Burton E. Stacy Jr, husband and wife, intend to build their residence on the Property. There are no proposed or intended resale of the property in the foreseeable future.

The rezoning is intended to match the comprehensive plan set forth by the City of Bentonville in which DN-2 is the recommended zoning usage for the area of downtown in which the Property is located. Rezoning to DN-2 will also allow Charlotte and Burton Stacy to utilize the allowed setbacks as set forth in DN-2 zoning.

The Property will fit into the aesthetics of the neighboring properties, most notably those that have been constructed over the past five to ten years. The intended use is construction of a new single family residence that will favorably fit and benefit the neighborhood and surrounding properties.

NOTICE OF INTENT TO REZONE

SKYLINE RENTAL LLC has requested the Bentonville Planning Commission to set a public hearing date to consider rezoning the following property from R-1, Low Density Single-Family Residential to DN-2 Downtown Medium Density Residential.

The legal description of the property is as follows:

LOT 14 and the East Half of Lot 13 in Block 18, in Demings Second Addition to the City of Bentonville, Benton County, Arkansas

The common description of the property is: 412 NW 6th Street

The public hearing will be held July 18, 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:

~~1~~ / we have no objections to the rezoning. □ I / we object to the rezoning because:

we would only object if it impacts the use of the Alley. We utilize the alley and keep it mowed. We would like to keep the alley

Signature and Physical Address

*We own [REDACTED] and my mother lives there.

ORDINANCE NO. _____

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

(PROJECT NUMBER: RZ23-0053)

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

LOT 14 AND THE EAST HALF OF LOT 13 IN BLOCK 18, IN DEMINGS SECOND
ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held July 18, 2023 in the Council Chambers of the City of Bentonville;

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

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

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

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

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

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

PASSED AND APPROVED this _____ day of _____, 2023.

APPROVED:

ATTEST:

Stephanie Orman, Mayor

Kirby Romines, City Clerk



Lot 25, Block 18 of Deming's 2nd Addition

412 Northwest 6th Street

PC Date: 7/18/2023

Reviewer: Bradley Gavrielides, Planning Technician

Project Number	PLA23-0021
Applicant / Current Owner	Justin Reid / Skyline Rentals LLC
Site Area	+/- 0.25 Acres
Current Zoning	R-1, Low Density Single Family Residential
Future Land Use Map Designation	Medium-Density Residential (MDR)
Related Projects	RZ23-0053

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

Property Description

The Subject property is located at 412 Northwest 6th Street. the property is currently zoned R-1, with some DN-2 sporadically mixed in throughout the neighborhood. The property is associated with the rezone RZ23-0053, where the applicant is requesting DN-2. The plat removed a lot line that currently runs through the dwelling on the property.

Dedication for Right of Way for SW Shell Rd

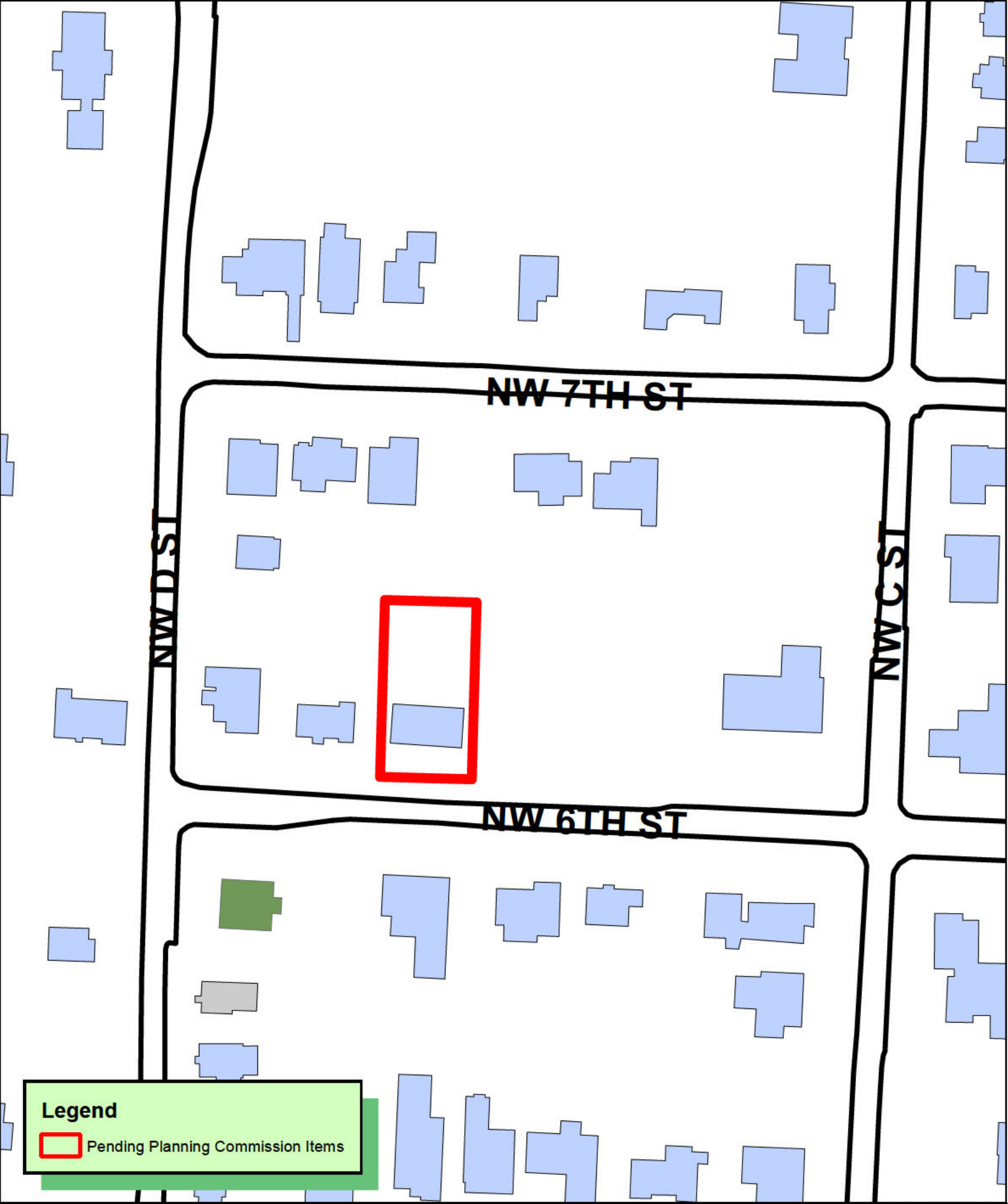
This project is a property line adjustment of existing Lot 14 and part of Lot 13, Block 18 of Deming's Addition, creating new Lot 25, Block 18 of Deming's Addition. This plat dedicates a 12' utility easement along Northwest 6th Street. There is already adequate right of way according to the Master Street Plan.

Recommended Conditions of Approval

1. Provide a digital copy of the plat.
2. Address all technical review comments prior to filing.

Location Map





Legend

 Pending Planning Commission Items

 1 inch = 100 feet

PLA23-0021
PROPERTY LINE ADJUSTMENT
DEMINGS 2ND ADDITION
LOTS 13-14 CREATING LOT 25



PROPERTY LINE ADJUSTMENT OF LOT 14 AND THE EAST HALF OF LOT 13, BLOCK 18 DEMING'S ADDITION CREATING NEW LOT #25

LAST SITE VISIT:
FEBRUARY 15, 2023

BASIS OF BEARING:
GPS OBSERVATION - AR NORTH ZONE
NAD83(2011) HORIZONTAL DATUM

PROPERTY ZONED:
R-1

BUILDING SETBACK NOTE:
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

ADJACENT LAND OWNERS

- 1) BOULANGER, MONTE & NEWMAN, SUE ANN
815 NE A ST
BENTONVILLE, AR 72712
PARCEL #01-02243-000
ZONED: R-1
- 2) MACK, GLENN R & ASELE S
415 NW 7TH ST
BENTONVILLE, AR 72712
PARCEL #01-02239-000
ZONED: R-1
- 3) UMANA, CASSANDRA S & CHRISTIAN
411 NW 7TH ST
BENTONVILLE, AR 72712
PARCEL #01-02238-000
ZONED: R-1
- 4) AP RE & DEVELOPMENT LLC
PO BOX 2591
BENTONVILLE, AR 72712
PARCEL #01-02237-000
ZONED: R-1
- 5) SCHUBER FAMILY TRUST
JOHN D & ANGELA F
410 NW 6TH ST
BENTONVILLE, AR 72712
PARCEL #01-02245-000
ZONED: R-1
- 6) EVANS TRUST, LENA BELLE
405 NW 6TH ST
BENTONVILLE, AR 72712
PARCEL #01-02223-000
ZONED: R-1
- 7) SLATON, DOYLE DAVID & LINDA REAVES
13517 ABINGER DR
LITTLE ROCK, AR 72712
PARCEL #01-02224-000
ZONED: R-1
- 8) SQUARE DISTRICT PROPERTIES LLC
503 NE 2ND ST
BENTONVILLE, AR 72712
PARCEL #01-02225-001
ZONED: DN-2

PROPERTY OWNER:
#01-02244-000
SKYLINE RENTAL LLC
3 CANTERBURY PARK
BENTONVILLE AR 72712

PROPOSED USE:
SINGLE-FAMILY
RESIDENTIAL

ATLAS PAGE:
361

OWNER'S CERTIFICATION:
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

SKYLINE RENTAL LLC
3 CANTERBURY PARK
BENTONVILLE AR 72712

SOURCE OF TITLE: T W D DEED L202314749

DATE OF EXECUTION: _____

PRINTED: _____ SIGNED: _____

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

DATE OF EXECUTION: _____

SIGNED _____
BENTONVILLE PLANNING
COMMISSION CHAIRMAN

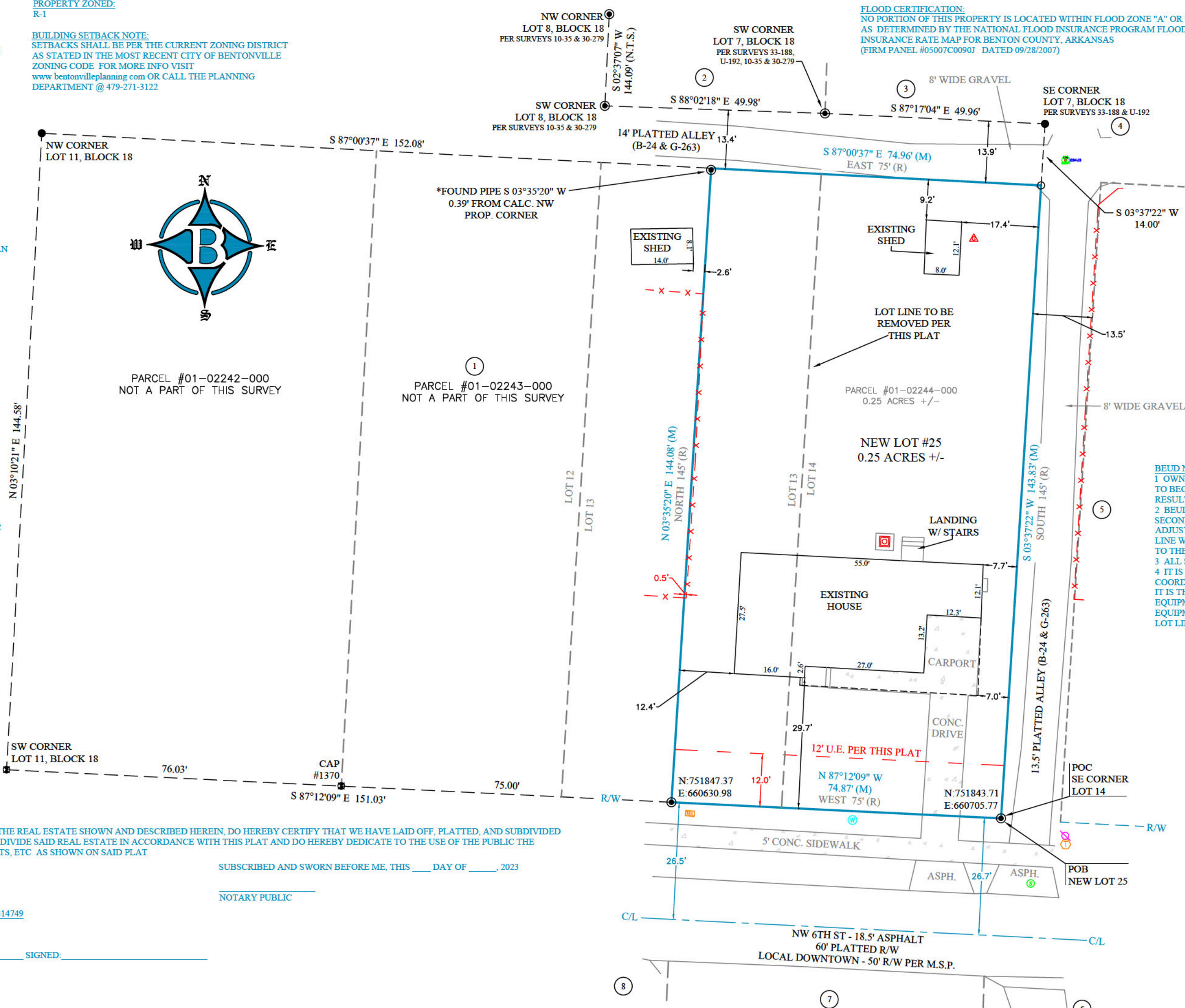
SIGNED _____
MAYOR, CITY OF BENTONVILLE

SIGNED _____
CITY CLERK, CITY OF BENTONVILLE

CERTIFICATE OF SURVEYING ACCURACY:
I DERRICK THOMAS, 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: _____

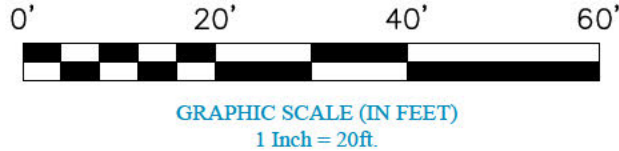
SIGNED: _____
REGISTERED LAND SURVEYOR NO 1642 -
STATE OF ARKANSAS



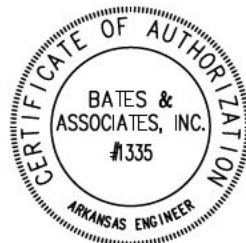
FLOOD CERTIFICATION:
NO PORTION OF THIS PROPERTY IS LOCATED WITHIN FLOOD ZONE "A" OR "AE"
AS DETERMINED BY THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD
INSURANCE RATE MAP FOR BENTON COUNTY, ARKANSAS
(FIRM PANEL #05007C0090J DATED 09/28/2007)

- REFERENCE DOCUMENTS:
- 1) FINAL PLAT OF DEMING'S 2ND ADDITION FILED IN BOOK B AT PAGE 24 & G AT PAGE 263
 - 2) PLAT OF SURVEY DATED JULY 26, 2022, PREPARED BY BATES AND ASSOCIATES FOR CHARLOTTE STACY, JOB #22-164
 - 3) PLAT OF SURVEY FILED IN BOOK 33 AT PAGE 188
 - 4) PLAT OF SURVEY DATED JANUARY 2, 2021, PREPARED BY BATES AND ASSOCIATES FOR JOHN WOLFE, JOB #21-331
 - 5) PLAT OF SURVEY FILED IN BOOK 30 AT PAGE 279
 - 6) PLAT OF SURVEY FILED IN BOOK 10 AT PAGE 35
 - 7) PLAT OF SURVEY FILED IN BOOK U AT PAGE 192
 - 8) BENEFICIARY DEED FILED IN BOOK 2009 AT PAGE 46578
 - 9) PLAT OF SURVEY FILED IN BOOK R AT PAGE 112
 - 10) PLAT OF SURVEY FILED IN BOOK R AT PAGE 167
 - 11) PLAT OF SURVEY FILED IN BOOK R AT PAGE 160
 - 12) PLAT OF SURVEY FILED IN BOOK K AT PAGE 272
 - 13) PLAT OF SURVEY FILED IN BOOK L2021 AT PAGE 27229
 - 14) PLAT OF SURVEY DATED JULY 28, 2022, PREPARED BY BATES AND ASSOCIATES FOR JAMES & STACY KEENAN, JOB #22-190
 - 15) PLAT OF SURVEY FILED IN BOOK L2020 AT PAGE 18593
 - 16) PLAT OF SURVEY FILED IN BOOK 9 AT PAGE 212
 - 17) PLAT OF SURVEY FILED IN BOOK 22 AT PAGE 135
 - 18) PLAT OF SURVEY FILED IN BOOK 23 AT PAGE 43
 - 19) PLAT OF SURVEY FILED IN BOOK 2015 AT PAGE 79
 - 20) PLAT OF SURVEY FILED IN BOOK 23L AT PAGE 68
 - 21) PLAT OF SURVEY FILED IN BOOK P AT PAGE 333
 - 22) PLAT OF SURVEY FILED IN BOOK Y AT PAGE 280
 - 23) PLAT OF SURVEY FILED IN BOOK 2 AT PAGE 135
 - 24) PLAT OF SURVEY FILED IN BOOK 22 AT PAGE 90
 - 25) PLAT OF SURVEY FILED IN BOOK 27 AT PAGE 256
 - 26) PLAT OF SURVEY FILED IN BOOK 7 AT PAGE 60
 - 27) PLAT OF SURVEY PREPARED BY S B ROBERTSON DATED DECEMBER 18, 1883
 - 28) PLAT OF SURVEY FIELD IN BOOK 29 AT PAGE 52
 - 29) PLAT OF SURVEY FILED AS STATE SURVEY DOCUMENT 2013310290063
 - 30) PLAT OF SURVEY FILED IN BOOK L2022 AT PAGE 75848
 - 31) PLAT OF SURVEY FILED IN BOOK 2015 AT PAGE 251
 - 32) PLAT OF SURVEY FILED IN BOOK 2012 AT PAGE 485
 - 33) PLAT OF SURVEY FILED IN BOOK L2019 AT PAGE 35263
 - 34) PLAT OF SURVEY FILED IN BOOK L2021 AT PAGE 22484

BEUD NOTES:
1 OWNER TO CONTACT NEW SERVICE COORDINATOR (271-3139) TO DISCUSS ELECTRIC SERVICE PRIOR TO BEGINNING ANY CONSTRUCTION FAILURE TO CONTACT BEUD PRIOR TO CONSTRUCTION WILL RESULT IN DELAYS TO GET ELECTRIC SERVICE
2 BEUD'S STANDARD PRACTICE IS TO PLACE UNDERGROUND EQUIPMENT (TRANSFORMERS, SECONDARY PEDESTALS, JUNCTION BOXES, ETC) ON THE LOT LINE OF A DEVELOPMENT ANY ADJUSTMENTS TO THE PROPERTY LINE THAT RESULT IN OUR EQUIPMENT NOT BEING ON THE LOT LINE WILL REQUIRE THE DEVELOPER TO PAY FOR THE COST OF BEUD TO RELOCATE THE EQUIPMENT TO THE LOT LINE
3 ALL STRUCTURES MUST MAINTAIN MINIMUM OF 20' CLEARANCES FROM ALL ELECTRIC LINES
4 IT IS THE RESPONSIBILITY OF THE DEVELOPER TO COORDINATE WITH THE NEW SERVICE COORDINATOR @ 479 271-3139 TO DETERMINE IF EQUIPMENT IS IN CONFLICT
IT IS THE RESPONSIBILITY OF THE DEVELOPER TO PAY FOR ANY COSTS ASSOCIATED WITH MOVING OF EQUIPMENT THIS INCLUDES BUT IS NOT LIMITED TO ANY COSTS ASSOCIATED WITH LOSS OF EQUIPMENT (WIRE AND ELBOWS) AND LABOR AND MATERIAL TO MOVE THE EQUIPMENT TO THE NEW LOT LINE

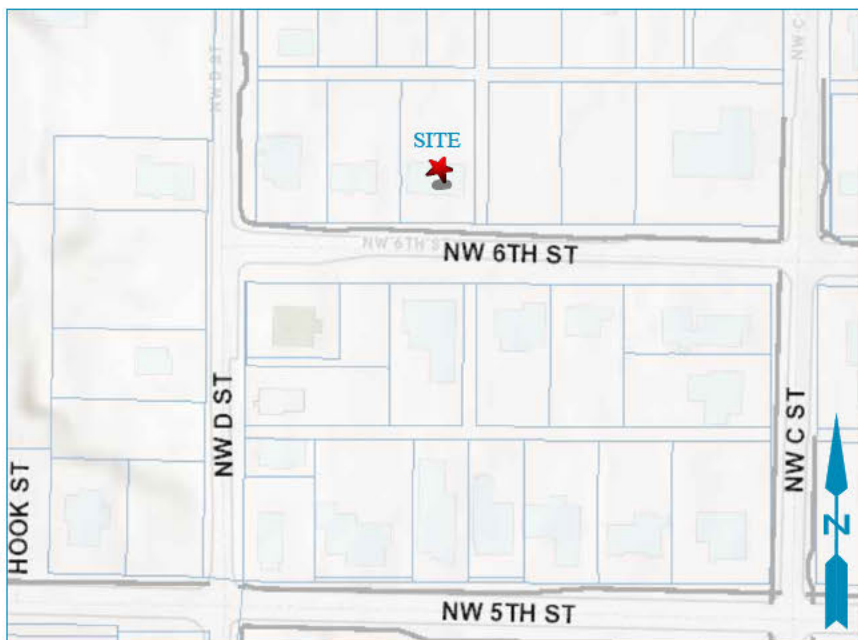


I HEREBY CERTIFY THIS TO BE TRUE AND CORRECT
TO THE BEST OF MY KNOWLEDGE AND BELIEF
ON THIS THE 15TH DAY OF FEBRUARY, 2023.



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

VICINITY MAP



VICINITY MAP NOT TO SCALE

CITY OF FAYETTEVILLE PROJECT #PLA23-0021

EXISTING TRUSTEES WARRANTY DEED DESCRIPTION (L202314749):
LOT 14 AND THE EAST HALF OF LOT 13 IN BLOCK 18, IN DEMING'S SECOND ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS SUBJECT TO EASEMENTS, RIGHTS-OF-WAY AND PROTECTIVE COVENANTS OF RECORD, IF ANY SUBJECT TO ALL PRIOR MINERAL RESERVATIONS AND OIL AND GAS LEASES

NEW LOT #25 SURVEY DESCRIPTION:
LOT 14 AND THE EAST HALF OF LOT 13 IN BLOCK 18, IN DEMING'S SECOND ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT AN EXISTING PIPE ON THE NORTH RIGHT-OF-WAY OF NORTHWEST 6TH STREET MARKING THE SOUTHEAST CORNER OF SAID LOT 14 AND RUNNING THENCE ALONG SAID RIGHT-OF-WAY N87°12'09" W 74.87' TO AN EXISTING PIPE, THENCE LEAVING SAID RIGHT-OF-WAY N03°35'20" E 144.08', THENCE S87°00'37" E 74.96', THENCE S03°37'22" W 143.83' TO THE POINT OF BEGINNING, CONTAINING 0.25 ACRES, MORE OR LESS SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD

- PLAT NOTES:
- 1 THE LOCATION OF UTILITIES SHOWN HEREON ARE FROM OBSERVED EVIDENCE OF ABOVE GROUND APPURTENANCES ALL UTILITY LINES APPEARING ON THIS PLAT, AS WELL AS THOSE THAT MAY EXIST UNDERGROUND NEED TO BE VERIFIED PRIOR TO DOING ANY TYPE OF EXCAVATION SOME UTILITY LINES MAY ALSO EXIST THAT WERE NOT SHOWN ON THIS PLAT
 - 2 SIDEWALKS SHALL BE THE RESPONSIBILITY OF THE BUILDER/OWNER AT TIME OF BUILDING PERMIT ISSUANCE
 - 3 OWNER/DEVELOPER SHALL COORDINATE WITH ALL LOCAL UTILITIES TO INSURE THAT EACH LOT HAS WATER, SEWER AND ELECTRIC SERVICE
 - 4 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
 - 5 THERE MAY NOT BE ANY FENCES OR ANY OTHER STRUCTURES BUILT IN ANY DRAINAGE EASEMENTS
 - 6 RECORD (R) BEARINGS & DISTANCES ARE SHOWN PER THE FINAL PLAT OF DEMING'S 2ND ADDITION TO BENTONVILLE (B-24 & G-263)

RECORDING NUMBER/DATE					
DATE	REVISION #	REVISOR	REVISION	REVISION	REVISION
6-23-23	1.	REVISED PER 1ST SUBMITTAL COMMENTS			
	2.				
	3.				
	4.				

LEGEND:

THESE STANDARD SYMBOLS WILL BE FOUND IN THE DRAWING

(R) RECORD BEARING & DISTANCE

(M) MEASURED BEARING & DISTANCE

(C) FOUND PIPE

(P) FOUND 5/8" REBAR

(O) FOUND 1/2" REBAR

(S) SET 5/8" REBAR CAP

(T) TELEPHONE PEDISTAL

(V) TELEPHONE VAULT

AC CONDENSER UNIT

POWER POLE

FOR USE AND BENEFIT OF:

CHIP STACY

ADDRESS: 412 NORTHWEST 6TH STREET BENTONVILLE, ARKANSAS

DATE: 08/23/23

SCALE: 1"=20'

SURVEYED: DRAFTED: CALLED: BY: JCR

REVIEWED: DT

COA #1335

DRAWING #23-037 PLA

ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF LOT 14 AND
THE EAST HALF OF LOT 13, BLOCK 18 OF DEMING’S 2ND ADDITION;
CREATING NEW LOT 25, BLOCK 18 OF DEMING’S 2ND ADDITION TO THE CITY
OF BENTONVILLE, ARKANSAS; AND FOR OTHER PURPOSES.**

(PROJECT NUMBER: PLA23-0021)

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the property line adjustment of LOT 14 AND THE EAST HALF OF LOT 13, BLOCK 18 OF DEMING’S 2ND ADDITION; creating new LOT 25, BLOCK 18 OF DEMING’S 2ND ADDITION to the City of Bentonville, Benton County, Arkansas was submitted to the Bentonville Planning Commission on July 18, 2023;

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

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

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

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

Section 1: That the property line adjustment of LOT 14 AND THE EAST HALF OF LOT 13, BLOCK 18 OF DEMING’S 2ND ADDITION creating new LOT 25, BLOCK 18 OF DEMING’S 2ND 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

LOT SPLIT STAFF REPORT



Lots 1, 2, 3, and 4 of AJ Subdivision

10325 South Morning Star Road

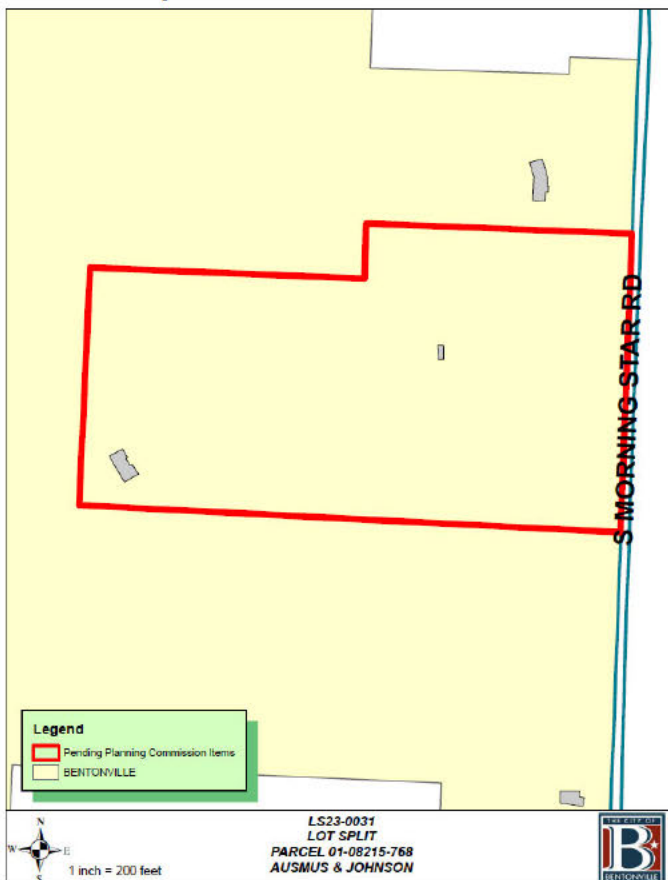
PC Date: 6/20/2023 7/18/2023

Reviewer: Bradley Gavrielides, Planning Technician

Project Number	LS23-0031
Applicant / Current Owner	Rob Caster / Pamela Ausmus & Lyndell Johnson
Site Area	+/- 20.00 acres
Current Zoning	R-E, Residential Estate
Future Land Use Map Designation	Residential Estate (RE)
Related Projects	RZ23-0048

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

Location Map



Property Description

This property is located at 10325 South Morning Star Road. It is currently zoned R-E, Residential Estate, with a Future Land Use Map classification of Residential Estate (RE).

Project Details

The applicant is proposing a lot split of an existing 20-acre lot that was recently annexed into the City of Bentonville. The proposal is for 4 lots; two 2.50 acres lots, one 5-acre lot, and one 10.01-acre lot.

The plat would dedicate a 30-foot-wide private access easement to serve the newly created lots. The Plat also shows a 20-foot-wide utility easement along South Morning Star Road, as well as right of way being dedicated along South Morning Star Road as needed to meet the requirements of the Bentonville Master Street Plan. The plat notes that none of the lots have direct access to public water or sewer.

Waivers

There are no waiver requests associated with this project.

Analysis and Recommendation

Staff recommends approval of the lot split, under the condition that the associated rezone is approved, as adequate right of way is proposed to be dedicated along South Morning Star Road and all lots proposed would comply with zoning and subdivision specific code requirements.

Standard Conditions of Approval

1. The applicant shall provide a digital copy of the plat.
2. All technical review comments shall be addressed prior to filing the plat or requesting a building permit.

DESCRIPTION - PARENT TRACT:

A PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER (PT SE/4 SW/4), SECTION 26, TOWNSHIP 19 NORTH, RANGE 31 WEST, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SE CORNER OF SAID SE/4 SW/4; THENCE N 87°14'32" W A DISTANCE OF 1320.00 FEET; THENCE N 02°29'56" E A DISTANCE OF 601.42 FEET; THENCE S 87°12'35" E A DISTANCE OF 659.78 FEET; THENCE N 02°36'40" E A DISTANCE OF 120.00 FEET; THENCE S 87°09'01" E A DISTANCE OF 658.50 FEET; THENCE S 02°22'48" W A DISTANCE OF 720.00 FEET TO THE POINT OF BEGINNING, WITH AN AREA OF 871821.61 SQUARE FEET, OR 20.014 ACRES, MORE OR LESS, AND SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF RECORD OR FACT.

NEW LOT 1 DESCRIPTION:

A PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER (PT SE/4 SW/4), SECTION 26, TOWNSHIP 19 NORTH, RANGE 31 WEST, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SE CORNER OF SAID SE/4 SW/4; THENCE N 02°22'48" E A DISTANCE OF 408.81 FEET TO THE POINT OF BEGINNING; THENCE N 87°14'32" W A DISTANCE OF 295.28 FEET; THENCE S 81°32'30" W A DISTANCE OF 1042.87 FEET; THENCE N 02°29'56" E A DISTANCE OF 395.46 FEET; THENCE S 87°12'35" E A DISTANCE OF 659.78 FEET; THENCE N 02°36'40" E A DISTANCE OF 120.00 FEET; THENCE S 87°09'01" E A DISTANCE OF 658.50 FEET; THENCE S 02°22'48" W A DISTANCE OF 311.19 FEET TO THE POINT OF BEGINNING, WITH AN AREA OF 436221.61 SQUARE FEET, OR 10.014 ACRES, MORE OR LESS, AND SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF RECORD OR FACT.

NEW LOT 2 DESCRIPTION:

A PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER (PT SE/4 SW/4), SECTION 26, TOWNSHIP 19 NORTH, RANGE 31 WEST, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SE CORNER OF SAID SE/4 SW/4; THENCE N 02°22'48" E A DISTANCE OF 548.28 FEET TO THE POINT OF BEGINNING; THENCE N 87°14'32" W A DISTANCE OF 771.72 FEET; THENCE N 02°29'56" E A DISTANCE OF 205.96 FEET; THENCE N 81°32'30" E A DISTANCE OF 257.59 FEET; THENCE S 87°12'35" E A DISTANCE OF 659.78 FEET; THENCE N 02°36'40" E A DISTANCE OF 120.00 FEET; THENCE S 87°09'01" E A DISTANCE OF 658.50 FEET; THENCE S 02°22'48" W A DISTANCE OF 311.19 FEET TO THE POINT OF BEGINNING, WITH AN AREA OF 217800.00 SQUARE FEET, OR 5.000 ACRES, MORE OR LESS, AND SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF RECORD OR FACT.

NEW LOT 3 DESCRIPTION:

A PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER (PT SE/4 SW/4), SECTION 26, TOWNSHIP 19 NORTH, RANGE 31 WEST, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SE CORNER OF SAID SE/4 SW/4; THENCE N 02°22'48" E A DISTANCE OF 266.39 FEET TO THE POINT OF BEGINNING; THENCE N 87°14'32" W A DISTANCE OF 281.89 FEET; THENCE N 02°22'48" E A DISTANCE OF 358.71 FEET; THENCE N 81°32'30" E A DISTANCE OF 257.59 FEET; THENCE S 87°12'35" E A DISTANCE OF 659.78 FEET; THENCE N 02°36'40" E A DISTANCE OF 120.00 FEET; THENCE S 87°09'01" E A DISTANCE OF 658.50 FEET; THENCE S 02°22'48" W A DISTANCE OF 311.19 FEET TO THE POINT OF BEGINNING, WITH AN AREA OF 108900.00 SQUARE FEET, OR 2.500 ACRES, MORE OR LESS, AND SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF RECORD OR FACT.

NEW LOT 4 DESCRIPTION:

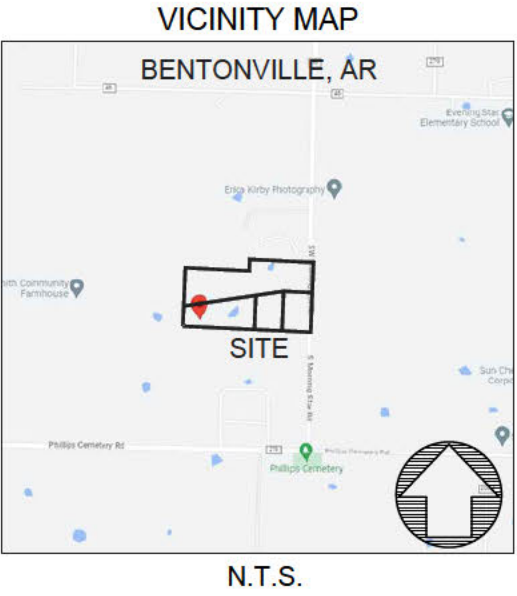
A PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER (PT SE/4 SW/4), SECTION 26, TOWNSHIP 19 NORTH, RANGE 31 WEST, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SE CORNER OF SAID SE/4 SW/4; THENCE N 87°14'32" W A DISTANCE OF 266.39 FEET; THENCE N 02°22'48" E A DISTANCE OF 408.81 FEET TO THE POINT OF BEGINNING, WITH AN AREA OF 108900.00 SQUARE FEET, OR 2.500 ACRES, MORE OR LESS, AND SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF RECORD OR FACT.

NOTES:

- EXCEPT AS SPECIFICALLY STATED OR SHOWN ON THIS PLAT, THIS SURVEY DOES NOT PURPORT TO REFLECT ANY OF THE FOLLOWING WHICH MAY BE APPLICABLE TO THE SUBJECT REAL ESTATE: EASEMENTS, OTHER THAN POSSIBLE EASEMENTS WHICH WERE VISIBLE AT THE TIME OF MAKING 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.
- BASIS OF BEARINGS: ARKANSAS STATE PLANE COORDINATE SYSTEM, NORTH ZONE.
- DECLARATION IS MADE TO ORIGINAL PURCHASER OF THE SURVEY. IT IS NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS.
- THIS SURVEY IS VALID ONLY IF THE DRAWING INCLUDES THE SEAL AND SIGNATURE OF THE SURVEYOR.
- THE PROPERTY IS ZONED A-1, AGRICULTURAL. SETBACKS SHALL BE PER THE CURRENT ZONING DISTRICT AS STATED IN THE MOST RECENT CITY OF BENTONVILLE ZONING CODE. FOR MORE INFO VISIT WWW.BENTONVILLEPLANNING.COM OR CALL THE PLANNING DEPARTMENT AT (479) 271-3122.
- SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP, TITLE EVIDENCE, OR ANY OTHER FACTS WHICH AN ACCURATE AND CURRENT TITLE COMMITMENT MAY DISCLOSE.
- SIDEWALKS SHALL BE THE RESPONSIBILITY OF THE BUILDER/OWNER AT TIME OF BUILDING PERMIT ISSUANCE.
- THERE MAY NOT BE FENCES OR ANY OTHER STRUCTURES BUILT IN ANY DRAINAGE EASEMENTS.
- OWNER/DEVELOPER SHALL COORDINATE WITH ALL LOCAL UTILITIES TO INSURE THAT EACH LOT HAS WATER, SEWER AND ELECTRIC SERVICE.
- BEFORE ANY WORK IN THE RIGHT-OF-WAY COMMENCES, CONTRACTOR AND/OR OWNER IS TO OBTAIN RIGHT-OF-WAY PERMIT FROM THE CITY OF BENTONVILLE TRANSPORTATION DEPARTMENT.
- ALL STRUCTURES MUST MAINTAIN MINIMUM OF 20' CLEARANCES FROM ALL ELECTRIC LINES.
- ALL TREES SHALL BE PRESERVED UNLESS APPROVED BY THE DIRECTOR OF COMMUNITY DEVELOPMENT PURSUANT TO ARTICLE 1300.07 OF THE MUNICIPAL CODE.
- THERE ARE NO WAIVERS, VARIANCES AND/OR CONDITIONAL USES AT THE TIME OF PREPARING THIS PLAT.

FLOOD CERTIFICATION:

I CERTIFY THAT I HAVE EXAMINED THE OFFICIAL FLOOD INSURANCE HAZARD RATE MAP PANEL NO. 05007C0245K (EFFECTIVE DATE 09/28/2007) AND FOUND IN THE DESCRIBED PROPERTY HEREON LIES IN ZONE "X", AN AREA HAVING NO SPECIAL FLOOD HAZARDS.



CERTIFICATE OF SURVEY ACCURACY:

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

DATE OF EXECUTION _____

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

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: _____

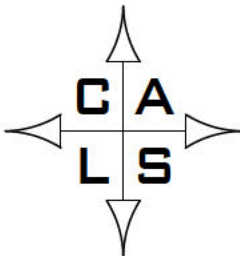
SIGNED _____
MAYOR, CITY OF BENTONVILLE

SIGNED _____
CITY CLERK, CITY OF BENTONVILLE

LS23-0031

CASTER & ASSOCIATES
LAND SURVEYING, INC.

2715 SE "I" Street, Suite 5
Bentonville, AR 72712
(479) 268-4464



SCALE: 1" = 100' DATE: 04/21/2023

LOT SPLIT FOR PARCEL 01-08215-768
CREATING A J SUBDIVISION
LOTS 1, 2, 3 & 4

SOUTH MORNING STAR ROAD
CITY OF BENTONVILLE
BENTON COUNTY, ARKANSAS

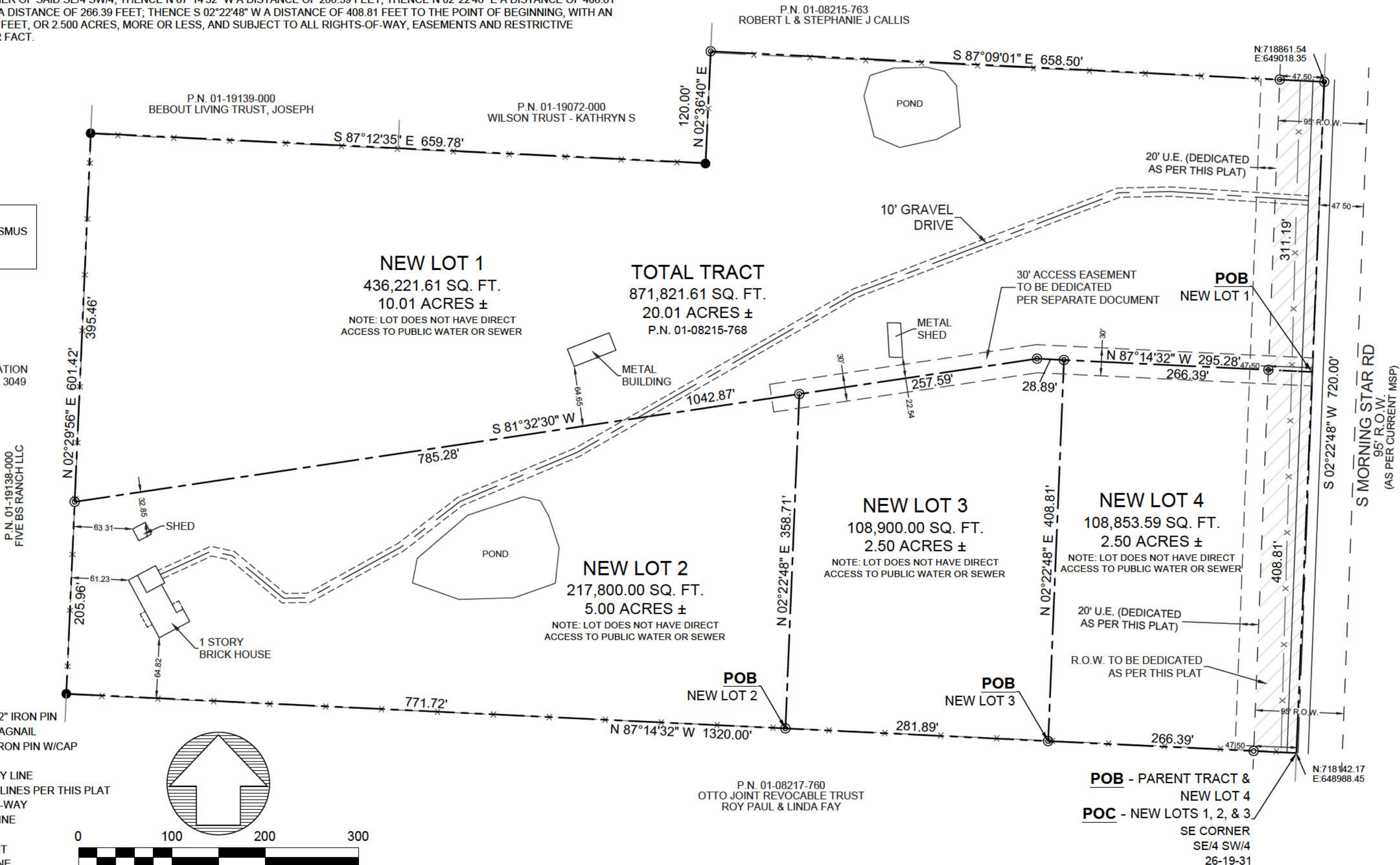
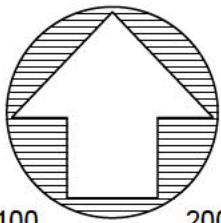
JOB #	DRAWN BY:	CHK'D BY:	PAGE
23-116	ASG	RJC	1 OF 1

OWNERSHIP INFORMATION:
ELMON L JR & PAMELA R AUSMUS
10325 S MORNING STAR RD
BENTONVILLE AR 72713

CERTIFICATE OF AUTHORIZATION
COA CERTIFICATE NUMBER: 3049

LEGEND

- FOUND 1/2" IRON PIN
- FOUND MAGNAIL
- ⊙ SET 1/2" IRON PIN W/CAP
- WELL
- PROPERTY LINE
- - - NEW LOT LINES PER THIS PLAT
- - - RIGHT-OF-WAY
- - - CENTERLINE
- - - GRAVEL
- - - EASEMENT
- x - x - FENCE LINE



ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A LOT SPLIT OF PREVIOUSLY UNPLATTED
LAND; CREATING NEW LOTS 1, 2, 3, & 4 OF AJ SUBDIVISION TO THE CITY OF
BENTONVILLE, ARKANSAS; AND FOR OTHER PURPOSES.
(PROJECT NUMBER: LS23-0031)**

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the lot split of PREVIOUSLY UNPLATTED LAND, creating new LOTS 1, 2, 3, & 4 OF AJ SUBDIVISION, to the City of Bentonville, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on July 18, 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 PREVIOUSLY UNPLATTED LAND creating new LOTS 1, 2, 3, & 4 OF AJ 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:

ATTEST:

Stephanie Orman, Mayor

Kirby Romines, City Clerk



Residential Driveway Width

PC Date: 7/18/2023

Reviewer: Shelli Kerr, AICP, Comprehensive Planning Mngr

Type	Amendment
Code Impacted	Land Development Code
Section(s)	Sec. 1100.05 Driveway Standards
Recommendation	APPROVAL

Issue Statement

Staff has determined a need for a maximum driveway width for ingress/egress safety and to reduce the amount of impermeable surfaces in residential areas. A minimum driveway width for driveways longer than 150 feet is necessary to ensure adequate fire access.

The Code Review Committee has reviewed and supports the proposed amendment.

Proposed Changes

In the Land Development Code, Sec. 1100.05 Driveway Standards, add the following regulations for residential driveways:

Residential driveway width, measured at the right-of-way line, shall not exceed 24 feet. There shall be no minimum width required, unless the driveway is longer than 150 feet in which case the minimum width shall be 8 feet.

ORDINANCE NO. _____

AN ORDINANCE AMENDING CITY CODE APPENDIX B LAND
DEVELOPMENT CODE SECTION 1100.05 DRIVEWAY STANDARDS, TO
ESTABLISH A MAXIMUM RESIDENTIAL DRIVEWAY WIDTH AT THE
RIGHT-OF-WAY LINE; AND FOR OTHER PURPOSES.

WHEREAS, City officials have determined the need for a maximum driveway width for ingress/egress safety and to reduce the amount of impermeable surfaces in residential areas; and

WHEREAS, this has been reviewed by the City's internal code review committee and the Planning Commission.

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

Section 1: That Bentonville Municipal Code, Appendix B Land Development Code shall be and is hereby amended with the following changes to Sec. 1100.05 Driveway Standards:

Sec. 1100.05 Driveway Standards

(a) *Driveway width.*

- (1) Commercial, industrial, multi-family, and mixed-use driveway widths shall meet the following guidelines.
 - a. *One-way in or out.* If the driveway is a one-way in or one-way out drive, then the driveway shall be a minimum width of 16 feet and shall have appropriate signage designating the driveway as a one-way connection.
 - b. *Two-way.* For two-way access, each lane shall have a width of 12 feet and a maximum of three lanes shall be allowed. Whenever more than two lanes are proposed, entrance and exit lanes shall be divided by a raised median. The median shall be four (4) feet wide and conform to AHTD standard detail for curbed islands.
 - c. *Minor or major arterials.* Driveways that enter a minor or major arterial at traffic signals must have at least two (2) outbound lanes (one for each turning direction) of at least 12 feet in width, and one in-bound lane with a 14-foot width.
- (2) Residential driveway width, measured at the right-of-way line, shall not exceed 24 feet. There shall be no minimum width required, unless the driveway is longer than 150 feet in which case the minimum width shall be 8 feet.

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

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

PASSED and APPROVED this _____ day of _____, 2023.

APPROVED:

ATTEST:

Stephanie Orman, Mayor

Kirby Romines, City Clerk

REZONING AND LAND USE MAP AMENDMENT STAFF REPORT



C&C Ventures LLC

907 NW 11th Street

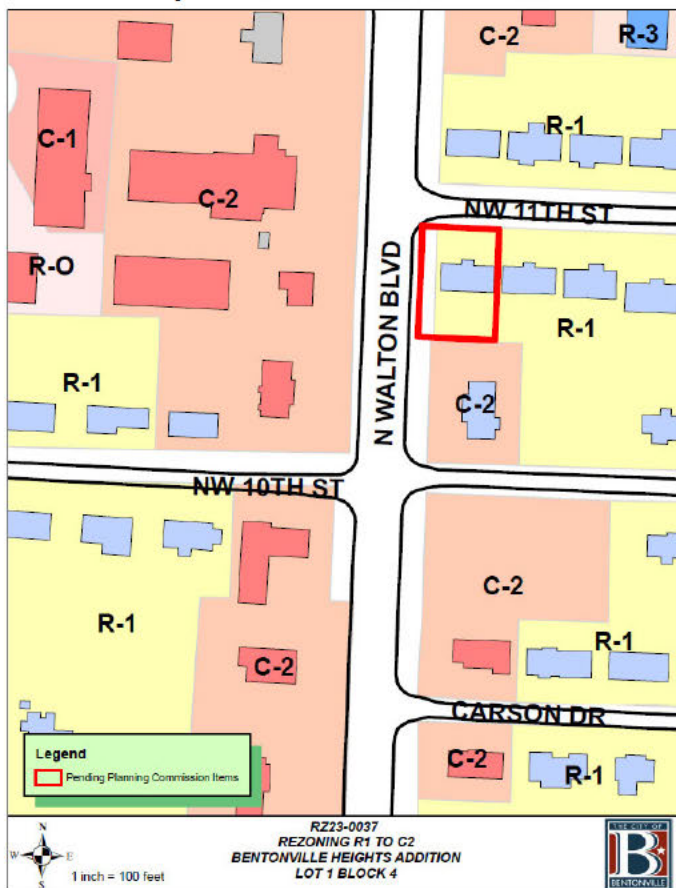
PC Date: 6/6/2023

Reviewer: Bradley Gavrielides, Planning Technician

Project Number	RZ23-0037
Applicant / Current Owner	Chase Smith / C&C Ventures LLC
Site Area	+/- 0.23 acres
Current Zoning	R-1, Single Family Residential
Requested Zoning	C-2, General Commercial
Current Future Land Use Map Designation	Low Density Residential (LDR)
Requested Future Land Use Map Designation	Commercial (C)
Related projects	N/A

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

Location Map



Property Description

This property is located at 907 NW 11th Street. It is currently zoned R-1, Single Family Residential. It contains an existing single-family home. Adjacent zonings are all either R-1, Single Family Residential or C-2, General Commercial.

Relationship to the General Plan

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

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

Public Comment

Staff has NOT received public comment regarding this request.

Analysis

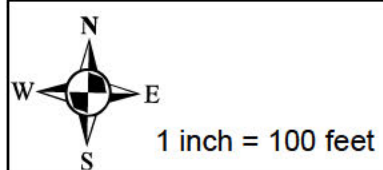
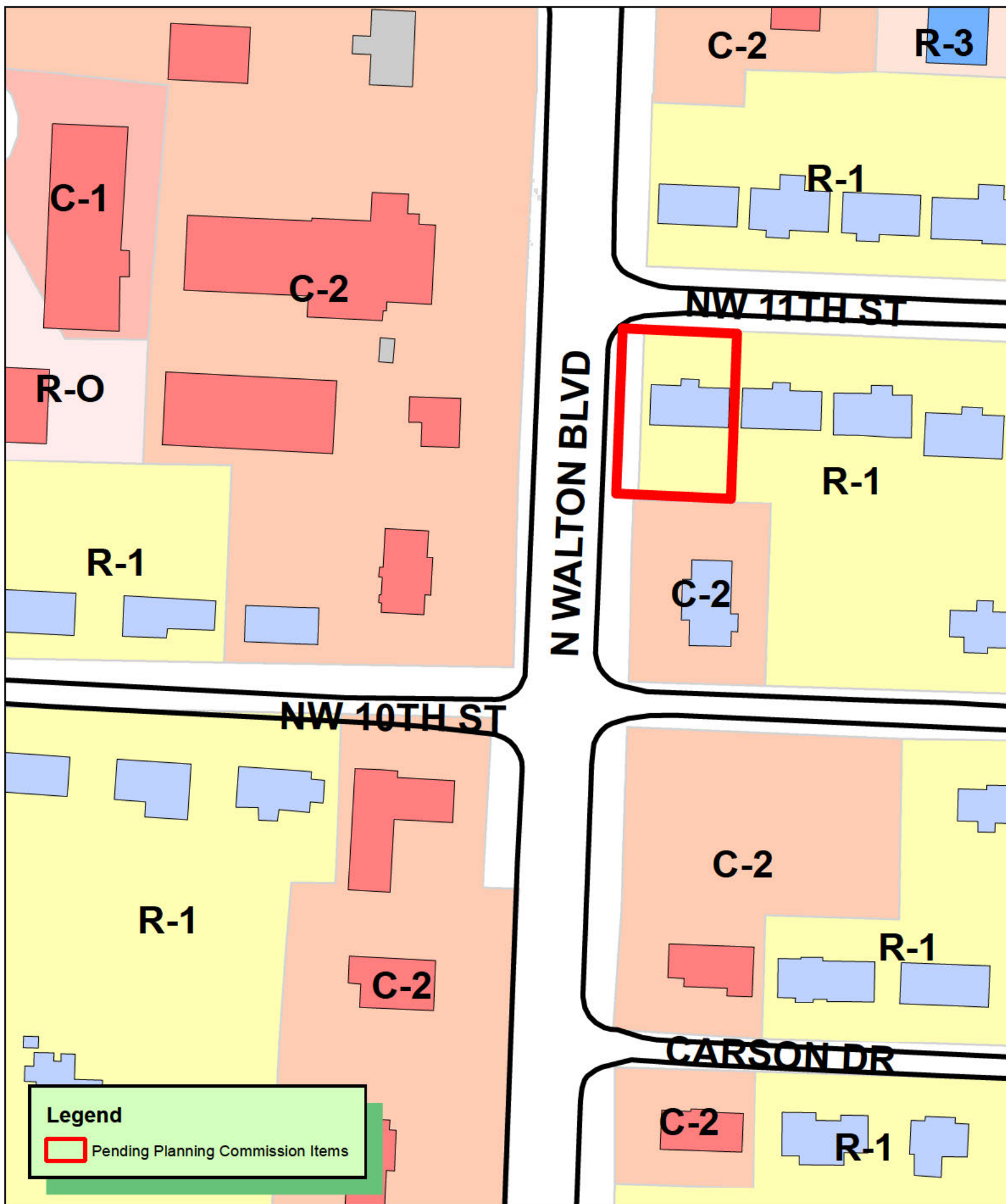
The C-2 District represents the least restrictive of the commercial districts and is designed to serve the planning area and highway travelers. This district shall congregate on local arterial streets in such a manner as to minimize disruptions of through traffic and shall be interspersed within the corporate boundaries.

The proposed zoning of C-2 and the request land use plan change are 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 property to the south was rezoned from R-1 to C-2 in October of 2005.

The North Walton Boulevard Corridor Enhancement Plan of 2013 has this property slated as office space.

Conclusion

While this request is consistent with the uses of the surrounding zoning districts and development patterns, it is not consistent with the Future Land Use Plan and the timing of this request may be premature. In the long run, this and all properties along the Walton Blvd corridor may be suitable for some sort of mixed use if planned for comprehensively.



RZ23-0037
REZONING R1 TO C2
BENTONVILLE HEIGHTS ADDITION
LOT 1 BLOCK 4



Narrative

We, Chase Smith and Colt Benson of C&C Ventures LLC, recently purchased the property/house at 907 NW 11th Street Bentonville AR 72712.

We are proposing to rezone the property from low density residential R-1 to C-2 general commercial.

The purpose of the rezone is to expand the potential use for the property for resale. It is directly on the corner of NW 11th and North Walton Blvd. Being on said corner puts it in a unique position to provide a residence or a business such as – dental office, cpa office, insurance agency, etc.

Such examples are:

Barbara's Tax Service 817 Carson Dr, Bentonville, AR 72712

Shelley Parson Farmers insurance office at 2106 SE 14th St, Bentonville, AR 72712

Signage and appearance should follow the local code.

Being an established residence in good standing, water is at the property supplied by the city through a 6" supply line. Sewer is 3 properties to the East down NW 11th supplied by the city through an 8" line. Currently the property's sewer system is septic.

Thank you for your consideration, we look forward to working with Bentonville City Officials and It's residents.

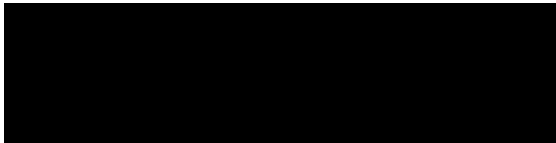
Dear City Council Members:

Upon further research and speaking more with the planning staff representative, Bradley Gavrielides and the planning Director, Tyler Overstreet, we feel that our original rezoning and land use request fits with the 2013 North Walton Boulevard Enhancement Plan (See Figure 1 in Appendix). Our proposal is congruent with the current use of the surrounding zoning districts and development patterns as the planning staff notes, presented during the planning commission meeting of June 6th, 2023, state. Notwithstanding the planning staff's additional highlight that the proposal does not align perfectly with the Future Land Use Plan, the staff notes also convey that "this and all properties along the Walton Blvd corridor may be suitable for some sort of mixed use if planned for comprehensively" which the rezoning will allow in our rapidly expanding and growing town.

The rezone request also aligns with the current zoning of adjacent south property, 811 NW 10th St (See Figure 2 in the Appendix). Why there wasn't more serious consideration during the planning commission meeting baffles us as well with some members of the planning commission upon further conversation after the meeting on June 6th, 2023. We were informed of the appeal process to the city council by the planning department when we asked if there was a method to request an additional review of the planning commission decision.

As shown in Figure 2 of the Appendix, this land use and rezone request goes in the same direction pattern as existing properties. Moreover, we would also like to note that no one from the neighborhood came to object to our rezone during the planning commission meeting. Therefore, we present this request to the city council members to grant our original proposal.

We want to support the city's future use plan and development. We also want fair treatment and consideration as other property owners' surrounding us have had along the Walton Blvd. Thank you for your time, please let us know the next step in this process.



Seth W. Ellsworth
C&C Ventures

Appendix A

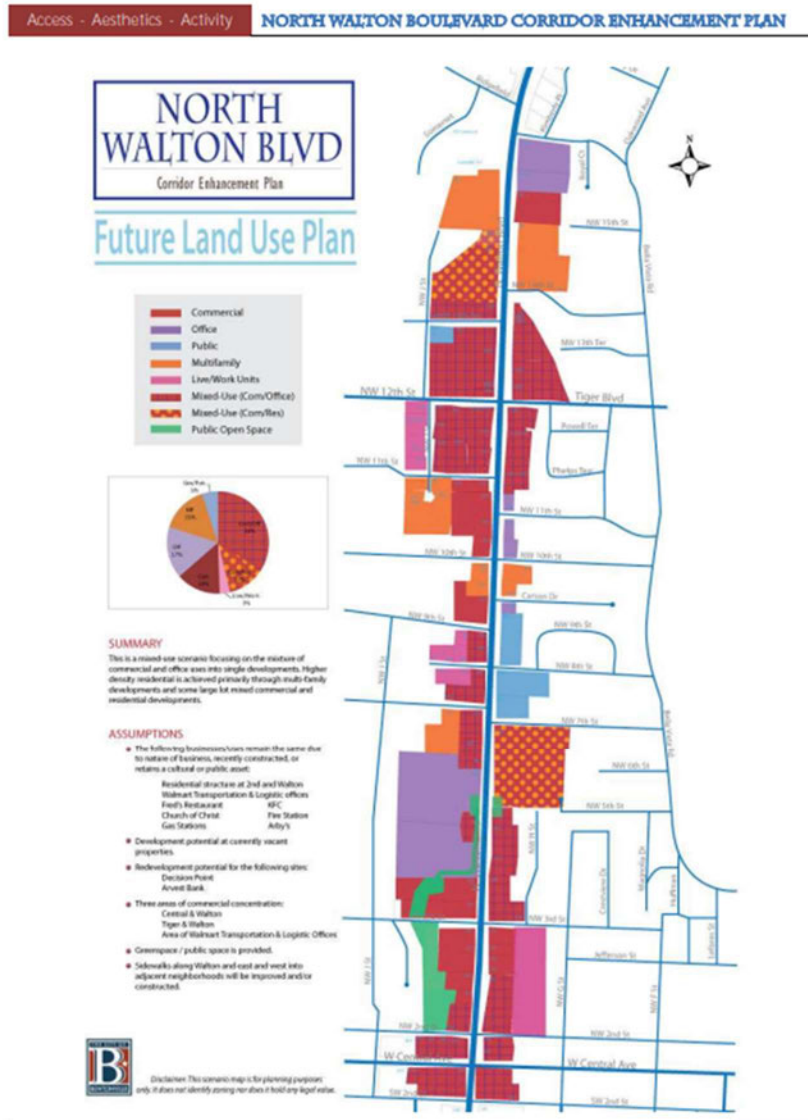


Figure 1. Accessed from: <http://www.bentonvillear.com/DocumentCenter/View/347/N-Walton-Boulevard-Enhancement-Plan-PDF>

Proposal: 907 Northwest 11th Street (RZ23-0037) Rezoning: R-1, Low-Density Single-Family Residential to C-2, Commercial Future Land Use Map Amendment: LDR, Low-Density Residential to C, General Commercial.



Figure 2. Accessed from: <http://www.bentonvillear.com/DocumentCenter/View/347/N-Walton-Boulevard-Enhancement-Plan-PDF>

RESOLUTION NO. _____

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

(PROJECT NUMBER: RZ23-0037)

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

LOT 1, BLOCK 4, BENTONVILLE HEIGHTS ADDITION, REVISED, TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT RECORD "O" AT PAGE 279.

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held June 6, 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 denied and that said future land use classification as presented on the property not be changed.

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

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

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

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

PASSED AND APPROVED this _____ day of _____, 2023.

APPROVED:

ATTEST:

Stephanie Orman, Mayor

Kirby Romines, City Clerk

ORDINANCE NO. _____

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

(PROJECT NUMBER: RZ23-0037)

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

LOT 1, BLOCK 4, BENTONVILLE HEIGHTS ADDITION, REVISED, TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT RECORD "O" AT PAGE 279.

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held June 6, 2023 in the Council Chambers of the City of Bentonville;

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

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

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

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

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

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

PASSED AND APPROVED this _____ day of _____, 2023.

APPROVED:

ATTEST:

Stephanie Orman, Mayor

Kirby Romines, City Clerk



Agenda Item Form

Date of City Council Meeting	7/11/2023
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 units. 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.

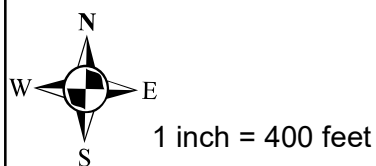
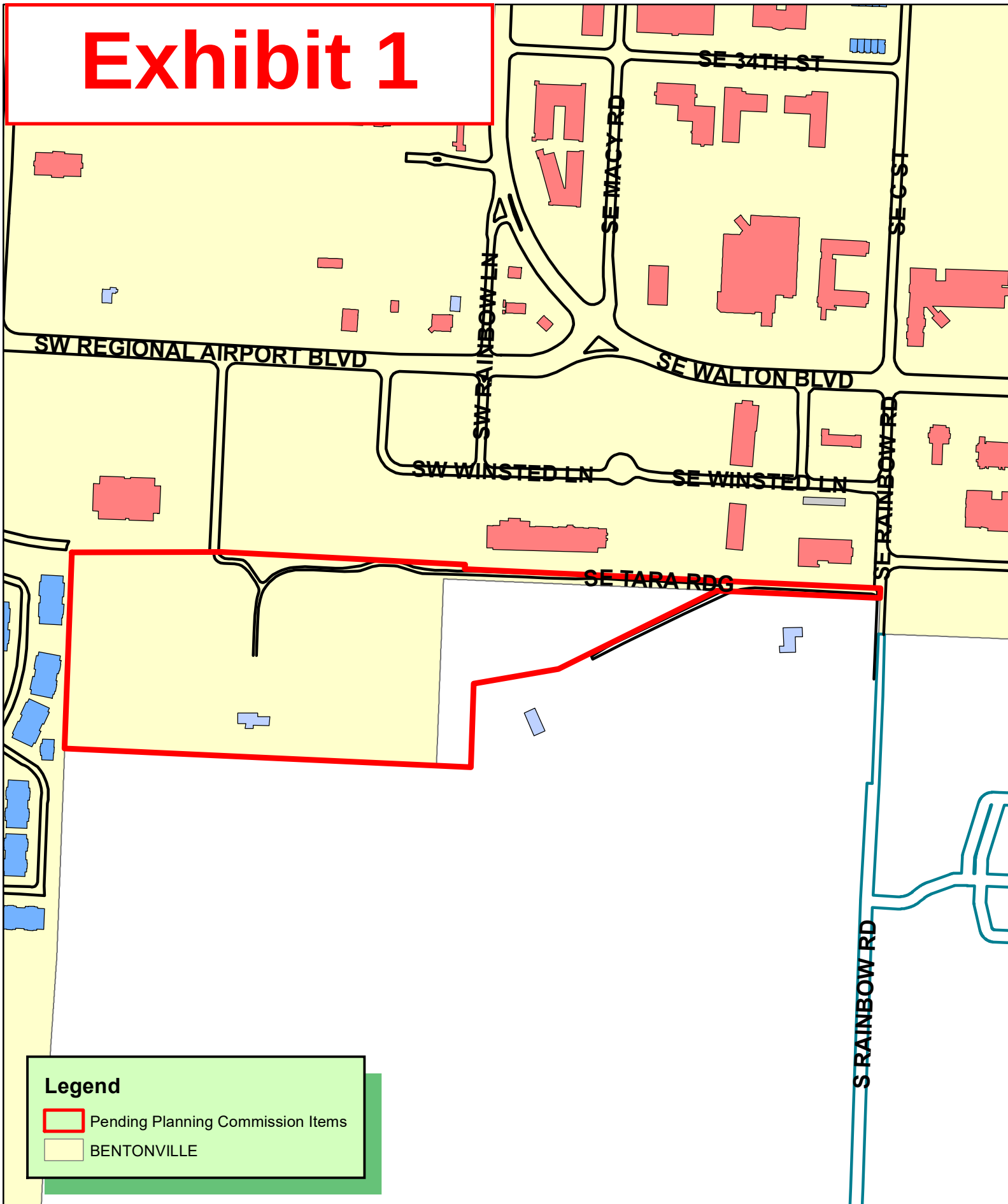
The City has historically assessed impact fees based upon the unit construction type, not the development or zoning type. A constructed example can be seen at the Village on the Park (Mt. Carmel Subdivision). In each of these examples, although there are multiple units contained on a single-lot, the 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

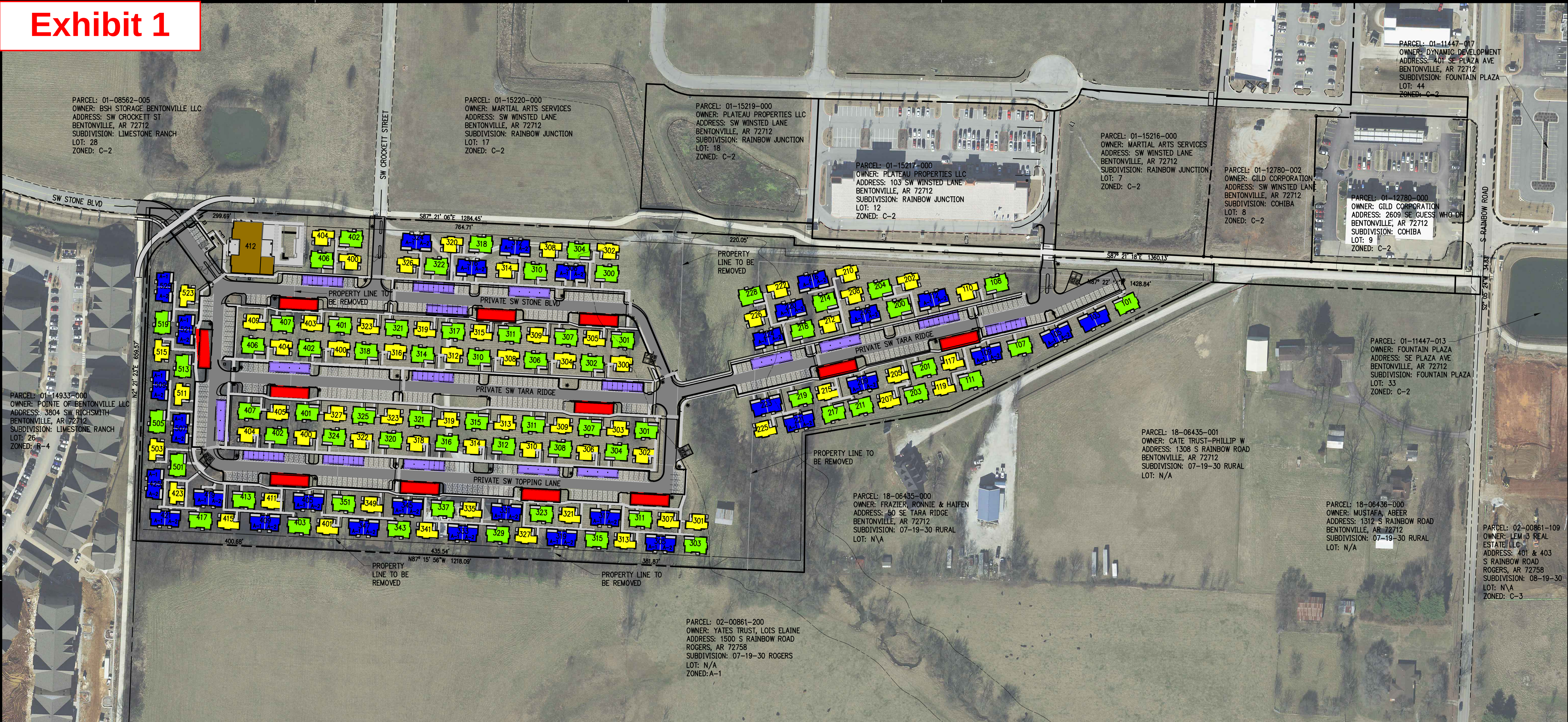
Exhibit 1



LSD21-0073
LARGE SCALE DEVELOPMENT
TARA RIDGE



Exhibit 1



 LEGEND (EXISTING SYMBOLS)

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

LEGEND (CONSTRUCT)

SYMBOLS
SET IRON PIN
ON-SITE LIGHT POLE BASE

LINEWORK

CURB

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 ELEVATION 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. CONCRETE CURB SHALL HAVE 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.

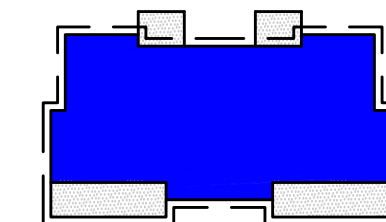
 SITE INFORMATION:

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

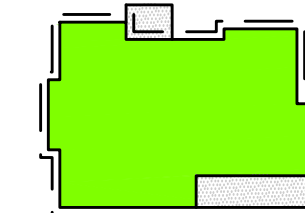
UNIT CALCULATIONS:		
BUILDING A	62 UNITS	2 UNITS EACH
BUILDING B	65 UNITS	1 UNITS EACH
BUILDING C	65 UNITS	1 UNITS EACH
TOTAL UNITS	192 UNITS	

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

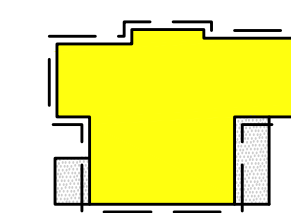
PROVIDED PARKING:
ZONE R-3: STANDARD STALLS = 263
 GARAGE STALLS = 78
 CARPORT STALLS = 136
 ADA STALLS = 9
 TOTAL = 486



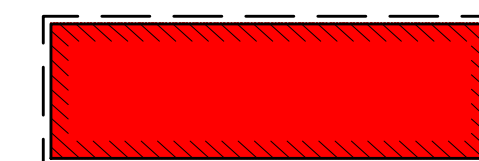
BUILDING A DUPLEX



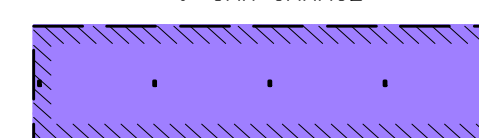
BUILDING B
3-BEDROOM



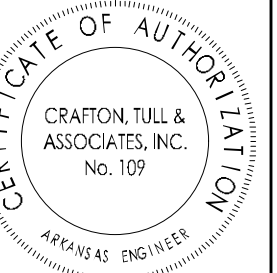
BUILDING C
2-BEDROOM



6-CAR GARAGE



8-CAR CARPORT



GRAPHIC SCALE IN FEET



THE VILLAGE AT TARA RIDGE

BENTONVILLE, ARKANSAS

Key Plan

[illegible]

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PROJECT NO: 21103301

ISSUE DATE: 1/28/2022
CONTACT: D. ELLIS

CHECKED BY: _____

PRELIMINARY

PLANS

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SD21-0073

OVERALL SITE PI

OVERALL SITE T1

C 102

C-10

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.

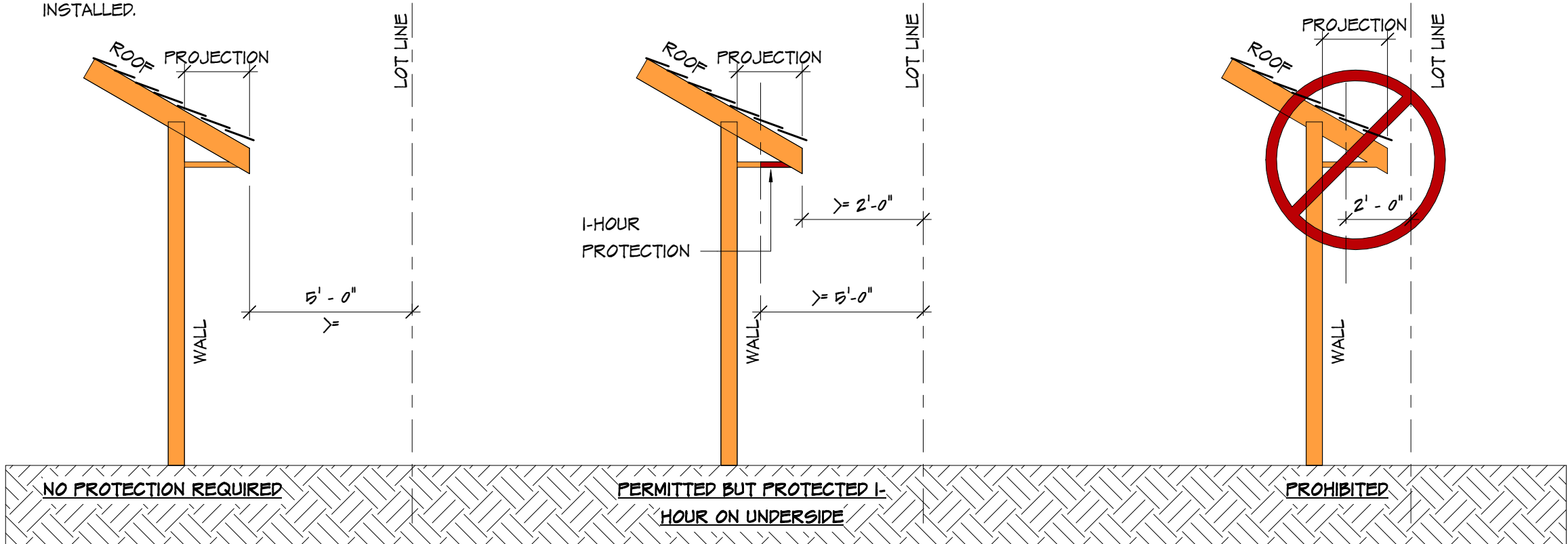
- a. THE FIRE - RESISTANCE RATING SHALL BE PERMITTED TO BE REDUCED TO 0 HOURS ON THE UNDERSIDE OF THE EAVE OVERHANG IF FIREBLOCKING IS PROVIDED FROM THE WALL TOP PLATE TO THE UNDERSIDE OF THE ROOF SHEATHING.
- b. THE FIRE - RESISTANCE RATING SHALL BE PERMITTED TO BE REDUCED TO 0 HOUR ON THE UNDERSIDE 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 P2004, 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.



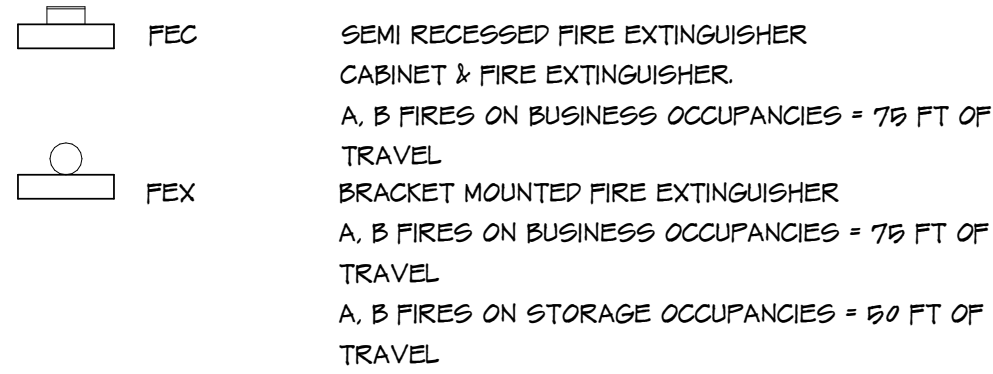
FIRE SEPARATION DISTANCE - THE DISTANCE MEASURED FROM THE BUILDING FACE TO ONE OF THE FOLLOWING:

- TO THE CLOSEST INTERIOR LOT LINE.
- TO THE CENTERLINE OF A STREET, AN ALLEY OR PUBLIC WAY.
- TO AN IMAGINARY LINE BETWEEN TWO BUILDINGS ON THE SAME LOT.

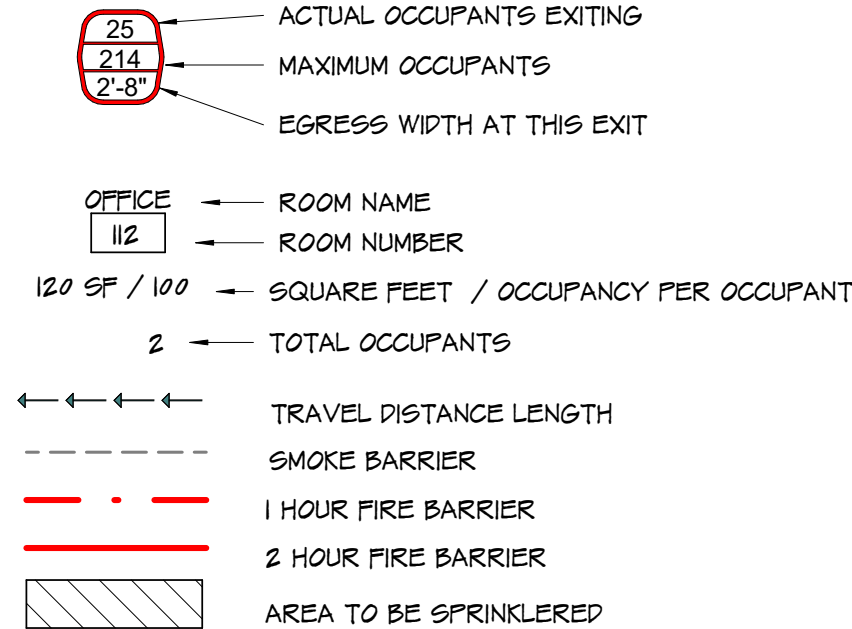
EXTERIOR WALL SEPARATION

1/4" = 1'-0"

FIRE EXTINGUISHER LEGEND



LIFE SAFETY LEGEND



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 V1011 & V1012)
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 2016
ICC/ANSI A171 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

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 = 5,312 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	SEE TABLE 602 BELOW
BEARING WALL EXTERIOR	0 HR	
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 8, 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)

- 907.2.1.2 - PROVIDE SMOKE DETECTORS PER THIS SECTION AND AT ALL SLEEPING ROOMS
910.1 - 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

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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PROJECT NO: 100-132

ISSUE DATE: 02/16/2022

BUILDING CODE ANALYSIS

G002

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 Arkansas 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, replacement, 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 receiving custodial care within a dwelling unit.
4. A care facility with five or fewer persons receiving 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, location, 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

BARROW | GRIMM
ATTORNEYS AT LAW

110 W. Seventh St., Suite 900
Tulsa, Oklahoma 74119-1044
(918) 584-1600 | Fax (918) 585-2444
www.barrowgrimm.com

Timothy L. Rogers
SHAREHOLDER
trogers@barrowgrimm.com

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 Ridge¹, 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 from the City of Bentonville’s counsel.

Camille Thompson
The City of Bentonville
May 3, 2023
Page 2



Timothy L. Rogers

Enclosures

cc: Scott Moehlenbrock, Red River Development
Daniel Ellis, Crafton Tull

BARROW | GRIMM

ATTORNEYS AT LAW

110 W. Seventh St., Suite 900
Tulsa, Oklahoma 74119-1044
(918) 584-1600 | Fax (918) 585-2444
www.barrowgrimm.com

Timothy L. Rogers
SHAREHOLDER
trogers@barrowgrimm.com

March 3, 2023

Camille Thompson
STAFF ATTORNEY
THE CITY OF BENTONVILLE
1000 SW 14th
Bentonville, AR 72712
CThompson@bentonvillear.com

VIA EMAIL & CERTIFIED MAIL

Re: Tara Ridge – 3809 SW Crockett 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.

Camille Thompson
The City of Bentonville
March 3, 2023
Page 3

Sincerely,



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.

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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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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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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.DESCRPTION (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 1428.40 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.

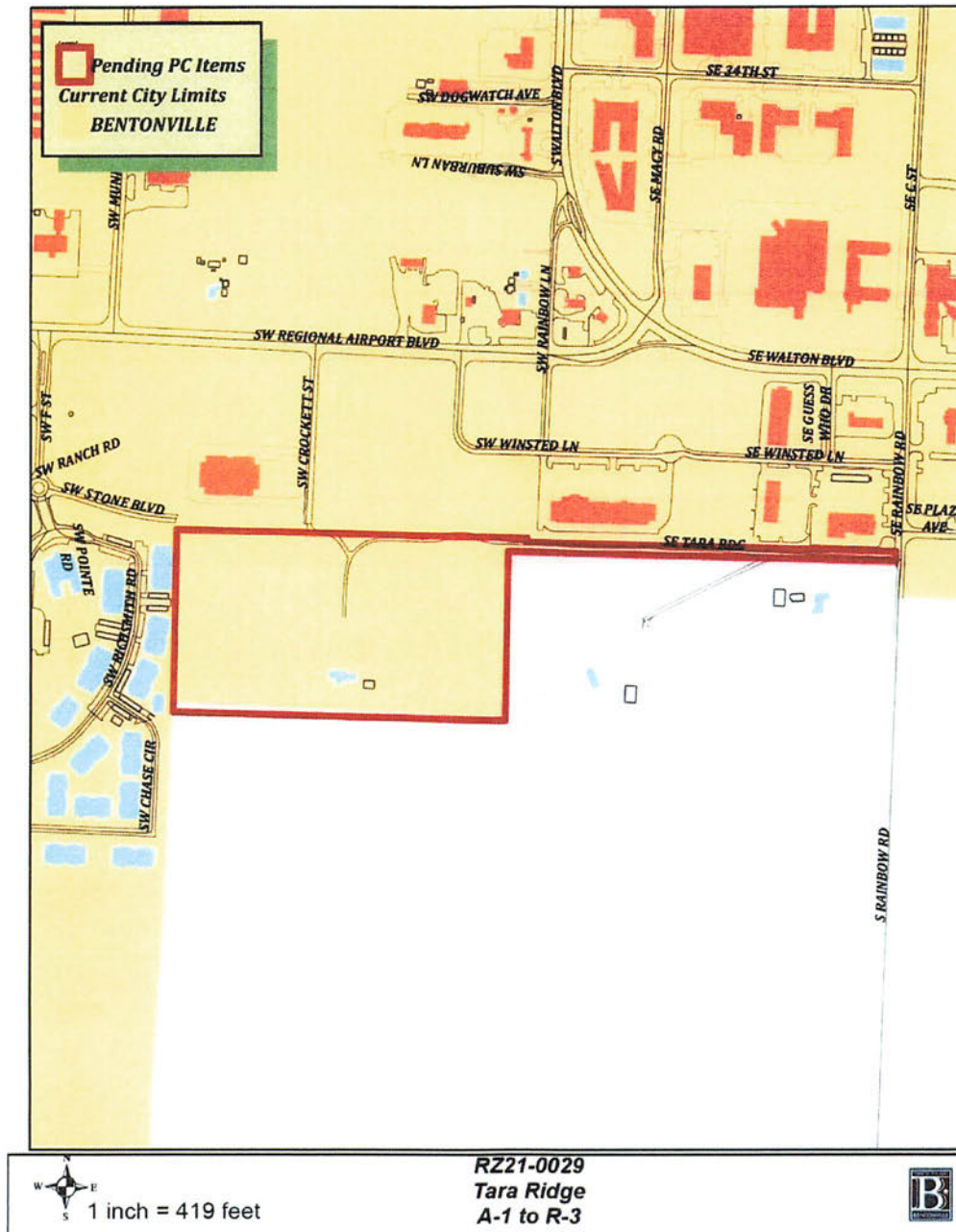
[Redacted Signature]

Stephanie Orman, Mayor

[Redacted Signature]

Kirby Romines, City Clerk





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 OF 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"E 895.41 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.


Stephanie Orman, Mayor

ATTEST:

City Clerk



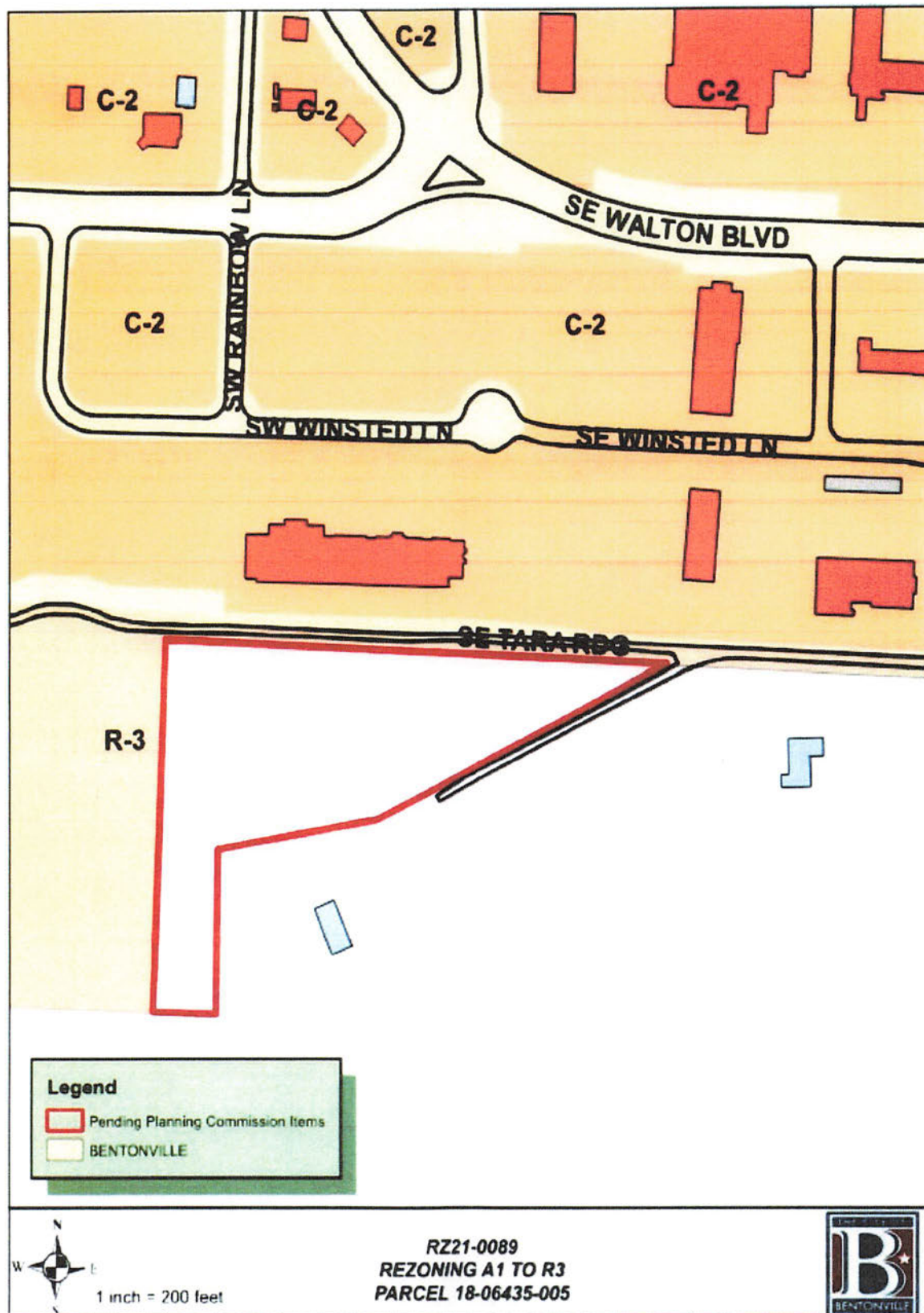


EXHIBIT 2

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.

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 ~~EXAMPLES~~ and/or other potentially unattractive places shall be

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

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>

7. The Village at Tara Ridge Subdivision

SW Crockett Street & SW Stone Boulevard ([LSD21-0073](#))

Materials Waiver

8. Cormex Subdivision

Walker Street and East Central Avenue ([WAV22-0003](#))

Sidewalk Waiver

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

WAIVER REQUEST STAFF REPORT



The Village @ Tara Ridge (Materials Waiver)

SW Crockett Street & SW Stone Boulevard

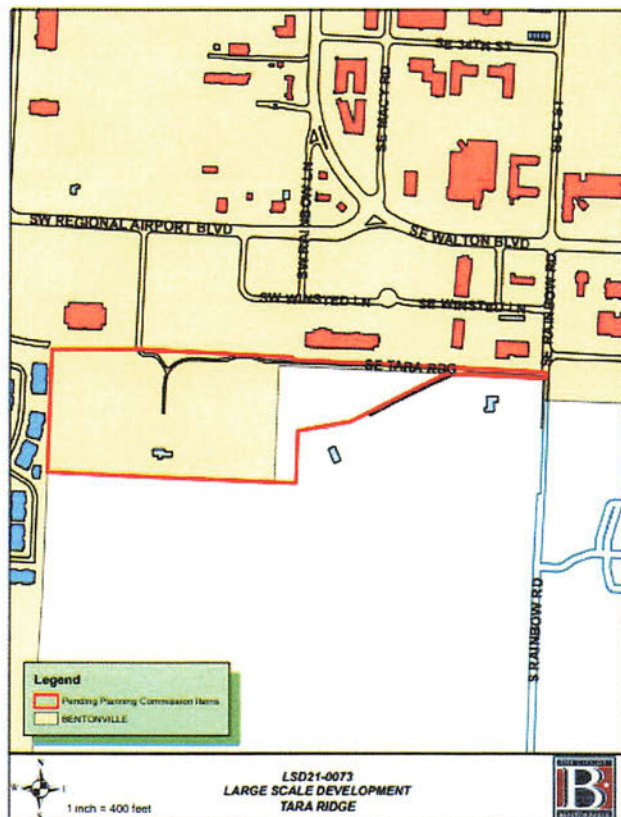
PC Date: 5/3/2022

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.

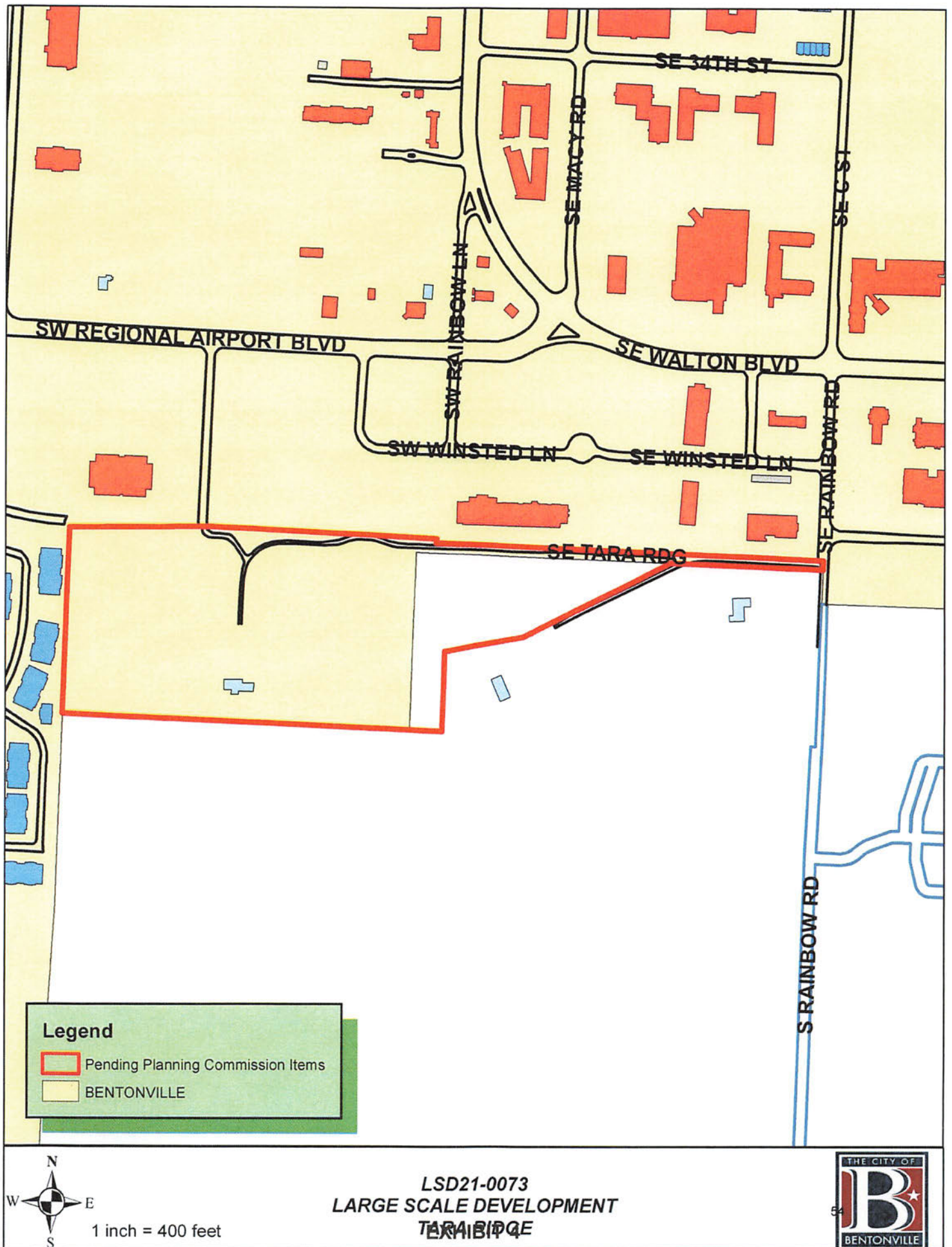
Waivers

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.





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



Agenda Item Form

Date of City Council Meeting	7/27/2023
Department	Water Utilities
Submitted by	Beau Thompson, 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 and City Clerk to enter into a professional services agreement with Garver Engineering for professional services associated with the EPA's mandated Lead and Copper Rule Revision. Utility Board Approved 5-0 on July 18, 2023. No budget adjustment is needed.					

Estimated Cost	95,630.00
Is this Item Budgeted?	☒ Yes ☐ No
If no, please explain how item will be funded (briefly explain in space below) :	



Memo



To: City Council, Mayor Orman

From: Beau Thompson

CC: Mike Bender

Date: July 20, 2023

Re: Garver Engineering agreement for Technical Assistance associated with Lead and Copper survey

Resolution - Staff is requesting approval of a resolution authorizing the Mayor to enter into an amended professional services agreement with Garver Engineering in the amount of \$95,630.00 for technical assistance associated with the EPA's Lead and Copper rule revision. This agreement includes tasks identified below that need to be completed to appropriately designate the service line material as lead or lead free. This is a mandated survey with a compliance date of October 16, 2024. The inventory will include private and public service line surveys. Funding for this engagement was budgeted in 2023. The amount of the contract is within the budgeted amount. This firm was selected following the City's standard SOQ selection process for the procurement of professional services in accordance with state law.

Garver will perform or assist Bentonville Water Utilities with the following tasks associated with this engagement:

Task 1 – Project Management

Task 2 – Service Line Inventory

Task 3 – Field Investigation Support

Task 4 – Development of Sampling Plans

Task 5 – Public Outreach Materials

Utility Board Approved 5-0 on July 18, 2023

Thank you for your consideration of this request.



**Agreement
For
Planning Services
City of Bentonville, Arkansas
Project No. 23W01291**



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THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made as of the Effective Date by and between the **City of Bentonville Arkansas** (hereinafter referred to as “**Owner**”), and **Garver, LLC** (hereinafter referred to as “**Garver**”). Owner and Garver may individually be referred to herein after as a “Party” and/or “Parties” respectively.

RECITALS

WHEREAS, Owner intends to select Garver to assist with preparations for compliance with the Lead and Copper Rule Revisions (the “**Project**”).

WHEREAS, Garver will provide professional Services related to the Project as further described herein.

NOW THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS

In addition to other defined terms used throughout this Agreement, when used herein, the following capitalized terms have the meaning specified in this Section:

“**Effective Date**” means the date last set forth in the signature lines below.

“**Damages**” means any and all damages, liabilities, or costs (including reasonable attorneys’ fees recoverable under applicable law).

“**Hazardous Materials**” means any substance that, under applicable law, is considered to be hazardous or toxic or is or may be required to be remediated, including: (i) any petroleum or petroleum products, radioactive materials, asbestos in any form that is or could become friable, (ii) any chemicals, materials or substances which are now or hereafter become defined as or included in the definition of “hazardous substances,” “hazardous wastes,” “hazardous materials,” “extremely hazardous wastes,” “restricted hazardous wastes,” “toxic substances,” “toxic pollutants,” or any words of similar import pursuant to applicable law; or (iii) any other chemical, material, substance or waste, exposure to which is now or hereafter prohibited, limited or regulated by any governmental instrumentality, or which may be the subject of liability for damages, costs or remediation.

“**Personnel**” means affiliates, directors, officers, partners, members, employees, and agents.

2. SCOPE OF SERVICES

2.1. Services. Owner hereby engages Garver to perform the scope of service described in Exhibit A attached hereto (“**Services**”). Execution of this Agreement by Owner constitutes Owner’s written authorization to proceed with the Services. In consideration for such Services, Owner agrees to pay Garver in accordance with Section 3 below.



3. PAYMENT

- 3.1. Fee. For the Services described under Section 2.1, Owner will pay Garver in accordance with this Section 3 and Exhibit B. Owner represents that funding sources are in place with the available funds necessary to pay Garver in accordance with the terms of this Agreement.
- 3.2. Invoicing Statements. Garver shall invoice Owner on a monthly basis. Such invoice shall include supporting documentation reasonably necessary for Owner to know with reasonable certainty the proportion of Services accomplished.
- 3.3. Payment.
- 3.3.1. Due Date. Owner shall pay Garver all undisputed amounts within thirty (30) days after receipt of an invoice. Owner shall provide notice in writing of any portion of an invoice that is disputed in good faith within fifteen (15) days of receipt of an invoice. Garver shall promptly work to resolve any and all items identified by Owner relating to the disputed invoice. All disputed portions shall be paid promptly upon resolution of the underlying dispute.
- 3.3.2. If any undisputed payment due Garver under this Agreement is not received within forty-five (45) days from the date of an invoice, Garver may elect to suspend Services under this Agreement without penalty.
- 3.3.3. Payments due and owing that are not received within thirty (30) days of an invoice date will be subject to interest at the lesser of a one percent (1%) monthly interest charge (compounded) or the highest interest rate permitted by applicable law.

4. AMENDMENTS

- 4.1. Amendments. Garver shall be entitled to an equitable adjustment in the cost and/or schedule for circumstances outside the reasonable control of Garver, including modifications in the scope of Services, applicable law, codes, or standards after the Effective Date ("Amendment"). As soon as reasonably possible, Garver shall forward a formal Amendment, in the form set forth in Exhibit C, to Owner with backup supporting the Amendment. All Amendments should include, to the extent known and available under the circumstances, documentation sufficient to enable Owner to determine: (i) the factors necessitating the possibility of a change; (ii) the impact which the change is likely to have on the cost to perform the Services; and (iii) the impact which the change is likely to have on the schedule. All Amendments shall be effective only after being signed by the designated representatives of both Parties. Garver shall have no obligation to perform any additional services created by such Amendment until a mutually agreeable Amendment is executed by both Parties.

5. OWNER'S RESPONSIBILITIES

- 5.1. In connection with the Project, Owner's responsibilities shall include the following:

- 5.1.1. Those responsibilities set forth in Exhibit A.

Bentonville Water Utilities Lead and Copper
Rule Compliance Assistance

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Garver Project No. 23W01294



- 5.1.2. Owner shall be responsible for all requirements and instructions that it furnishes to Garver pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Garver pursuant to this Agreement. Garver may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items as further set forth in Exhibit A.
- 5.1.3. Owner shall give prompt written notice to Garver whenever Owner observes or otherwise becomes aware of the presence at the Project site of any Hazardous Materials or any relevant, material defect, or nonconformance in: (i) the Services; (ii) the performance by any contractor providing or otherwise performing construction services related to the Project; or (iii) Owner's performance of its responsibilities under this Agreement.
- 5.1.4. Owner shall include "Garver, LLC" as an indemnified party under the contractor's indemnity obligations included in the construction contract documents.
- 5.1.5. Owner will not directly or indirectly solicit any of Garver's Personnel during performance of this Agreement and for a period of one (1) year beyond completion of this Agreement.

6. GENERAL REQUIREMENTS

6.1. Standards of Performance.

- 6.1.1. Industry Practice. Garver shall perform any and all Services required herein in accordance with generally accepted practices and standards employed by the applicable United States professional services industries as of the Effective Date practicing under similar conditions and locale. Such generally accepted practices and standards are not intended to be limited to the optimum practices, methods, techniques, or standards to the exclusion of all others, but rather to a spectrum of reasonable and prudent practices employed by the United States professional services industry.
- 6.1.2. Owner shall not be responsible for discovering deficiencies in the technical accuracy of Garver's services. Garver shall promptly correct deficiencies in technical accuracy without the need for an Amendment unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- 6.1.3. On-site Services. Garver and its representatives shall comply with Owner's and its separate contractor's Project-specific safety programs, which have been provided to Garver in writing in advance of any site visits.
- 6.1.4. Relied Upon Information. Garver may use or rely upon design elements and information ordinarily or customarily furnished by others including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- 6.1.5. Aside from Garver's direct subconsultants, Garver shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Garver have authority over



or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any such contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to that contractor's services. Garver shall not be responsible for the acts or omissions of any contractor for whom it does not have a direct contract. Garver neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the construction contract documents applicable to the contractor's work, even when Garver is performing construction phase services.

6.1.6. In no event is Garver acting as a "municipal advisor" as set forth in the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission. Garver's Services expressly do not include providing advice pertaining to insurance, legal, finance, surety-bonding, or similar services.

6.2. Instruments of Service.

6.2.1. Deliverables. All reports, specifications, record drawings, models, data, and all other information provided by Garver or its subconsultants, which is required to be delivered to Owner under Exhibit A (the "**Deliverables**"), shall become the property of Owner subject to the terms and conditions stated herein.

6.2.2. Electronic Media. Owner hereby agrees that all electronic media, including CADD files ("**Electronic Media**"), are tools used solely for the preparation of the Deliverables. Upon Owner's written request, Garver will furnish to Owner copies of Electronic Media to the extent included as part of the Services. In the event of an inconsistency or conflict in the content between the Deliverables and the Electronic Media, however, the Deliverables shall take precedence in all respects. Electronic Media is furnished without guarantee of compatibility with the Owner's software or hardware. Because Electronic Media can be altered, either intentionally or unintentionally, by transcription, machine error, environmental factors, or by operators, it is agreed that, to the extent permitted by applicable law, Owner shall release Garver, Garver's subconsultants, and their Personnel from arising out of changes or modifications to the Electronic Media form in Owner's possession or released to others by Owner. Garver's sole responsibility and liability for Electronic Media is to furnish a replacement for any non-functioning Electronic Media for reasons solely attributable to Garver within thirty (30) days after delivery to Owner.

6.2.3. Property Rights. All intellectual property rights of a Party, including copyright, patent, and reuse ("**Intellectual Property**"), shall remain the Intellectual Property of that Party. Garver shall obtain all necessary Intellectual Property from any necessary third parties in order to execute the Services. Any Intellectual Property of Garver or any third party embedded in the Deliverables shall remain so imbedded and may not be separated therefrom.

6.2.4. License. Upon Owner fulfilling its payment obligations under this Agreement, Garver hereby grants Owner a license to use the Intellectual Property, but only in the operation and maintenance of the Project for which it was provided. Use of such Intellectual Property for modification, extension, or expansion of this Project or on any other project,



unless under the direction of Garver, shall be without liability to Garver and Garver's subconsultants.

6.3. Opinions of Cost.

6.3.1. Since Garver has no control over: (i) the cost of labor, materials, equipment, or services furnished by others; (ii) the contractor or its subcontractor(s)' methods of determining prices; (iii) competitive bidding; (iv) market conditions; or (v) similar material factors, Garver's opinions of Project costs or construction costs provided pursuant to Exhibit A, if any, are to be made on the basis of Garver's experience and qualifications and represent Garver's reasonable judgment as an experienced and qualified professional engineering firm, familiar with the construction industry. Garver cannot and does not guarantee that proposals, bids, or actual Project or construction costs will not vary from estimates prepared by Garver.

6.3.2. Owner understands that the construction cost estimates developed by Garver do not establish a limit for the construction contract amount. If the actual amount of the low construction bid or resulting construction contract exceeds the construction budget established by Owner, Garver will not be required to re-design the Services without additional compensation. In the event Owner requires greater assurances as to probable construction cost, then Owner agrees to obtain an independent cost estimate.

6.4. Underground Utilities. Except to the extent expressly included as part of the Services, Garver will not provide research regarding utilities or survey utilities located and marked by their owners. Furthermore, since many utility companies typically will not locate and mark their underground facilities prior to notice of excavation, Garver is not responsible for knowing whether underground utilities are present or knowing the exact location of such utilities for design and cost estimating purposes. In no event is Garver responsible for damage to underground utilities, unmarked or improperly marked, caused by geotechnical conditions, potholing, construction, or other contractors or subcontractors working under a subcontract to this Agreement.

6.5. Construction Phase Services. Construction Phase Services are to be addressed via Amendment to this Agreement.

6.6. Hazardous Materials. Nothing in this Agreement shall be construed or interpreted as requiring Garver to assume any role in the identification, evaluation, treatment, storage, disposal, or transportation of any Hazardous Materials.

6.7. Confidentiality. Owner and Garver shall consider: (i) all information provided by the other Party that is marked as "Confidential Information" or "Proprietary Information" or identified as confidential pursuant to this Section 6.7 in writing promptly after being disclosed verbally; and (ii) all documents resulting from Garver's performance of Services to be Confidential Information. Except as legally required, Confidential Information shall not be discussed with or transmitted to any third parties, except on a "need to know basis" with equal or greater confidentiality protection or written consent of the disclosing Party. Confidential Information shall not include and nothing herein shall limit either Party's right to disclose any information provided hereunder which: (i) was or becomes generally available to the public, other than as a result of a disclosure by the receiving Party or its Personnel; (ii) was or becomes available to the receiving Party or its representatives on a non-confidential basis, provided that the



source of the information is not bound by a confidentiality agreement or otherwise prohibited from transmitting such information by a contractual, legal, or fiduciary duty; (iii) was independently developed by the receiving Party without the use of any Confidential Information of the disclosing Party; or (iv) is required to be disclosed by applicable law or a court order. All confidentiality obligations hereunder shall expire three (3) years after completion of the Services. Nothing herein shall be interpreted as prohibiting Garver from disclosing general information regarding the Project for future marketing purposes.

7. INSURANCE

7.1. Insurance.

7.1.1. Garver shall procure and maintain insurance as set forth in Exhibit D until completion of the Service. Upon request, Garver shall name Owner as an additional insured on Garver's General Liability policy to the extent of Garver's indemnity obligations provided in Section 9 of this Agreement.

7.1.2. Upon request, Garver shall furnish Owner a certificate of insurance evidencing the insurance coverages required in Exhibit D.

8. DOCUMENTS

8.1. Audit. Garver will retain all pertinent records for a period of three (3) years beyond completion of the Services. Owner may have access to such records during normal business hours with three (3) business days advanced written notice. In no event shall Owner be entitled to audit the makeup of lump sum or other fixed prices (e.g., agreed upon unit or hour rates).

8.2. Delivery. After completion of the Project, and prior to final payment, Garver shall deliver to the Owner all Deliverables required under Exhibit A.

9. INDEMNIFICATION / WAIVERS

9.1. Indemnification. Not used.

9.2. Waivers. Notwithstanding any other provision to the contrary, the Parties agree as follows:

9.2.1. The Parties agree that any claim or suit for Damages made or filed against the other Party will be made or filed solely against Garver or Owner respectively, or their successors or assigns, and that no Personnel shall be personally liable for Damages under any circumstances.

9.2.2. Mutual Waiver. To the fullest extent permitted by law, neither Owner, Garver, nor their respective Personnel shall be liable for any consequential, special, incidental, indirect, punitive, or exemplary damages, or damages arising from or in connection with loss of use, loss of revenue or profit (actual or anticipated), loss by reason of shutdown or non-operation, increased cost of construction, cost of capital, cost of replacement power or customer claims, and Owner hereby releases Garver, and Garver releases Owner, from any such liability.



9.2.3. Limitation. In recognition of the relative risks and benefits of the Project to both the Owner and Garver, Owner hereby agrees that Garver's and its Personnel's total liability under the Agreement shall be limited to one hundred percent (100%) of Garver's fee set forth in Exhibit B.

9.2.4. No Other Warranties. No other warranties or causes of action of any kind, whether statutory, express or implied (including all warranties of merchantability and fitness for a particular purpose and all warranties arising from course of dealing or usage of trade) shall apply. Owner's exclusive remedies and Garver's only obligations arising out of or in connection with defective Services (patent, latent or otherwise), whether based in contract, in tort (including negligence and strict liability), or otherwise, shall be those stated in the Agreement.

9.2.5. The limitations set forth in Section 9.2 apply regardless of whether the claim is based in contract, tort, or negligence including gross negligence, strict liability, warranty, indemnity, error and omission, or any other cause whatsoever.

10. DISPUTE RESOLUTION

10.1. Any controversy or claim ("**Dispute**") arising out of or relating to this Agreement or the breach thereof shall be resolved in accordance with the following:

10.1.1. Any Dispute that cannot be resolved by the project managers of Owner and Garver may, at the request of either Party, be referred to the senior management of each Party. If the senior management of the Parties cannot resolve the Dispute within thirty (30) days after such request for referral, then either Party may request mediation. If both Parties agree to mediation, it shall be scheduled at a mutually agreeable time and place with a mediator agreed to by the Parties. Should mediation fail, should either Party refuse to participate in mediation, or should the scheduling of mediation be impractical, either Party may file for arbitration in lieu of litigation.

10.1.2. Arbitration of the Dispute shall be administered by the American Arbitration Association ("AAA") in accordance with its Construction Industry Arbitration Rules. EACH PARTY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, ANY AND ALL RIGHT TO TRIAL BY JURY. The arbitration shall be conducted by a single arbitrator, agreed to by the Parties. In no event may a demand for arbitration be made if the institution of legal or equitable proceedings based on such dispute is barred by the applicable statute of limitations.

10.1.3. The site of the arbitration shall be Little Rock, Arkansas. Each Party hereby consents to the jurisdiction of the federal and state courts within whose district the site of arbitration is located for purposes of enforcement of this arbitration provision, for provisional relief in aid of arbitration, and for enforcement of any award issued by the arbitrator.

10.1.4. To avoid multiple proceedings and the possibility of inconsistent results, either Party may seek to join third parties with an interest in the outcome of the arbitration or to consolidate arbitration under this Agreement with another arbitration. Within thirty (30)



days of receiving written notice of such a joinder or consolidation, the other Party may object. In the event of such an objection, the arbitrator shall decide whether the third party may be joined and/or whether the arbitrations may be consolidated. The arbitrator shall consider whether any entity will suffer prejudice as a result of or denial of the proposed joinder or consolidation, whether the Parties may achieve complete relief in the absence of the proposed joinder or consolidation, and any other factors which the arbitrators conclude should factor on the decision.

10.1.5. The arbitrator shall have no authority to award punitive damages. Any award, order or judgment pursuant to the arbitration is final and may be entered and enforced in any court of competent jurisdiction.

10.1.6. The prevailing Party shall be entitled to recover its attorneys' fees, costs, and expenses, including arbitrator fees and costs and AAA fees and costs.

10.1.7. The foregoing arbitration provisions shall be final and binding, construed and enforced in accordance with the Federal Arbitration Act, notwithstanding the provisions of this Agreement specifying the application of other law. Pending resolution of any Dispute, unless the Agreement is otherwise terminated, Garver shall continue to perform the Services under this Agreement that are not the subject of the Dispute, and Owner shall continue to make all payments required under this Agreement that are not the subject of the Dispute.

10.1.8. Owner and Garver further agree to use commercially reasonable efforts to include a similar dispute resolution provision in all agreements with independent contractors and subconsultants retained for the Project.

10.1. Litigation Assistance. This Agreement does not include costs of Garver for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by Owner, unless litigation assistance has been expressly included as part of Services. In the event Owner requests such services of Garver, this Agreement shall be amended in writing by both Owner and Garver to account for the additional services and resulting cost in accordance with Section 4.

11. TERMINATION

11.1. Termination for Convenience. Owner shall have the right at its sole discretion to terminate this Agreement for convenience at any time upon giving Garver ten (10) days' written notice. In the event of a termination for convenience, Garver shall bring any ongoing Services to an orderly cessation. Owner shall compensate Garver in accordance with Exhibit B for: (i) all Services performed and reasonable costs incurred by Garver on or before Garver's receipt of the termination notice, including all outstanding and unpaid invoices, (ii) all costs reasonably incurred to bring such Services to an orderly cessation; and (iii) a cancellation fee equal to five percent (5%) of the value of the unperformed Services as a direct result of the termination.

11.2. Termination for Cause. This Agreement may be terminated by either Party in the event of failure by the other Party to perform any material obligation in accordance with the terms hereof. Prior to termination of this Agreement for cause, the terminating Party shall provide at least seven (7) business days written notice and a reasonable opportunity to cure to the



non-performing Party. In all events of termination for cause due to an event of default by the Owner, Owner shall pay Garver for all Services properly performed prior to such termination in accordance with the terms, conditions and rates set forth in this Agreement.

- 11.3. Termination in the Event of Bankruptcy. Either Party may terminate this Agreement immediately upon notice to the other Party, and without incurring any liability, if the non-terminating Party has: (i) been adjudicated bankrupt; (ii) filed a voluntary petition in bankruptcy or had an involuntary petition filed against it in bankruptcy; (iii) made an assignment for the benefit of creditors; (iv) had a trustee or receiver appointed for it; (v) becomes insolvent; or (vi) any part of its property is put under receivership.

12. MISCELLANEOUS

- 12.1. Governing Law. This Agreement is governed by the laws of the State of Arkansas, without regard to its choice of law provisions.
- 12.2. Successors and Assigns. Owner and Garver each bind themselves and their successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; neither Owner nor Garver shall assign, sublet, or transfer their interest in this Agreement without the written consent of the other, which shall not be unreasonably withheld or delayed.
- 12.3. Independent Contractor. Garver is and at all times shall be deemed an independent contractor in the performance of the Services under this Agreement.
- 12.4. No Third-Party Beneficiaries. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than Owner and Garver. This Agreement does not contemplate any third-party beneficiaries.
- 12.5. Entire Agreement. This Agreement constitutes the entire agreement between Owner and Garver and supersedes all prior written or oral understandings and shall be interpreted as having been drafted by both Parties. This Agreement may be amended, supplemented, or modified only in writing by and executed by both Parties.
- 12.6. Severance. The illegality, unenforceability, or occurrence of any other event rendering a portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision of this Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void.
- 12.7. Counterpart Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together constitute one Agreement. Delivery of an executed counterpart of this Agreement by fax or transmitted electronically in legible form, shall be equally effective as delivery of a manually executed counterpart of this Agreement.

13. EXHIBITS

- 13.1. The following Exhibits are attached to and made a part of this Agreement:

Bentonville Water Utilities Lead and Copper
Rule Compliance Assistance

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Garver Project No. 23W01294



- Exhibit A – Scope of Services
- Exhibit B – Compensation Schedule
- Exhibit C – Form of Amendment
- Exhibit D – Insurance

If there is an express conflict between the provisions of this Agreement and any Exhibit hereto, the terms of this Agreement shall take precedence over the conflicting provisions of the Exhibit.

Owner and Garver, by signing this Agreement, acknowledges that they have independently assured themselves and confirms that they individually have examined all Exhibits, and agrees that all of the aforesaid Exhibits shall be considered a part of this Agreement and agrees to be bound to the terms, provisions, and other requirements thereof, unless specifically excluded.

Acceptance of this proposed Agreement is indicated by an authorized agent of the Owner signing in the space provided below. Please return one signed original of this Agreement to Garver for our records.



IN WITNESS WHEREOF, Owner and Garver have executed this Agreement effective as of the date last written below.

City of Bentonville, Arkansas

Garv

By: _____
Signature

By: _____

Name: Stephanie Orman
Printed Name

Name: Jerry T. Martin
Printed Name

Title: Mayor

Title: Water Team Leader

Date: _____

Date: 06/22/2023

Attest: _____

Attest: _____



EXHIBIT A (SCOPE OF SERVICES)

1.1 Garver shall provide the following Services:

1.1.1 Background

The Bentonville Water Utilities (“BWU”) selected Garver to assist with preparations for compliance with the Lead and Copper Rule Revisions (LCRR). These services will be phased based on the regulatory timeframe, i.e., the LCRR compliance date of October 16, 2024, and will be responsive to regulatory changes introduced by the Lead and Copper Rule Improvements (LCRI), which is currently in development.

Generally, Garver will provide technical guidance to the BWU related to:

- Developing a service line inventory (SLI)
- Preparing sampling plans
- Conducting public education and outreach

1.1.2 Assumptions

In developing the scope of work and associated level of effort discussed in this proposal, Garver has made the assumptions outlined below:

- The project will be completed as a series of task orders.
- BWU intends to use the ESRI Lead Service Line Inventory Solution within BWU’s existing ArcGIS Online Account and will provide Garver with appropriate account access and rights.
- BWU will deploy the ESRI Lead Service Line Inventory to BWU’s existing ArcGIS Online Account.
- BWU staff will review data and fill out the ESRI Lead Service Line Inventory.
- BWU will procure tabular real estate records from Benton County and related parcel GIS data.
- BWU has information on 17,000 service lines in Microsoft Excel format.
- BWU will submit all required compliance documents to the Arkansas Department of Health (ADH).
- This project aims to minimize the number of service lines of unknown material, but the SLI submitted to the State may include unknowns and service lines with “likely” classifications.
- Total GIS support for Tasks I, II, & III is 120 hours.

1.1.3 Scope of Work

The following scope of work describes the services to be provided. Garver will prepare an overall project management plan (PM) and quality control/assurance plan to be used for all tasks. Garver will prepare and provide monthly progress/status reports, sufficient to support monthly billings. Monthly status reports will be submitted with monthly invoices and project updates.



1.3.1.1 Task I – Project Management

This task will include project administration and management including:

1. Coordination with team members and BWU staff.
2. Provide and coordinate project planning and scheduling.
3. Prepare and submit monthly progress updates and invoices.
4. Develop and implement a project management plan (PMP) and quality control plan (QCP) for the project.

1.3.1.2 Task II – Service Line Inventory Assistance (FY 2023)

1. Garver will attend one kick-off meeting to discuss project objectives, internal and external team, lines of communication, and schedule. Garver will prepare up to four progress reports.
2. Garver will submit a data request for SLI-related documents.
3. Garver will review BWU's records related to service line build dates and materials and recommend a strategy for completing a document based initial SLI, supplemented with data from field inspections completed by BWU staff during routine and emergency operations.
4. Garver will review BWU's initial SLI within the ESRI solution and make modifications to the data and/or data model to better conform to Arkansas Department of Health SLI reporting as needed based on the available documentation to be used for service line classifications. For modifications required, Garver will create and/or modify hosted feature layers, web maps, web apps, and/or field apps. BWU staff will fill out the inventory.
5. Garver will export BWU's initial SLI from the ESRI solution to the Arkansas Department of Health SLI spreadsheet template and review for compliance with LCRR requirements.
6. Up to three (3) Garver staff will participate in four (4) check-in meetings to discuss SLI development progress.
7. Garver will develop a technical memorandum (TM) to document the SLI development process and propose a plan for completing the SLI through targeted field investigations. Depending on the number of service lines of unknown materials, a predictive modeling approach may be recommended to provide "likely" service line materials classifications to inform budgeting. The TM will include a budgetary estimate for having a contractor conduct field investigations.
8. Garver will facilitate one (1) workshop to discuss the TM and receive BWU feedback on the approach for completing the SLI.



9. Garver will finalize the SLI TM and submit it to BWU.

Deliverables: Data request, Comments on available records and modifications to the deployed ESRI Solution; Draft SLI TM, Final SLI TM

1.3.1.3 Task III – Field Investigation Support (FY 2024)

1. Garver will provide training materials for BWU staff to use in training field crews to conduct field investigations to determine service line materials at selected sites.
2. Garver will provide guidance to BWU staff to develop a Survey123 (or similar) form for collecting field data and a QA/QC process to be used when incorporating field data into the SLI. Garver will provide BWU with the typical attributes list. BWU will utilize the deployed (and potentially BWU-modified) ESRI Solution to gather and record data in the field. Garver will add the finalized field data collection forms and QA/QC process to the SLI TM. All equipment, software, and licenses needed for the execution of Task III is the responsibility of BWU.
3. Garver will assist BWU in implementing any predictive modeling methods recommended in the SLI TM. Garver will update the SLI TM based on the results.
4. Garver will provide guidance to BWU staff to export the completed SLI to the State's required template. The export process will be documented in the updated SLI TM.
5. Garver will facilitate one (1) workshop to discuss the draft updates to the SLI TM and receive BWU feedback before submitting the final SLI TM.

Deliverables: Draft and Final Updated SLI TM

1.3.1.4 Task IV – Development of Sampling Plans (FY 2024)

1. Garver will submit a data request for BWU's existing sampling plans and protocols and list of schools and licensed childcare facilities served.
2. Garver will recommend updates to BWU's existing list of tap sampling and water quality parameter (WQP) sites based on the SLI, requirements of the LCRR, and proposed or final LCRI, if available.
3. Garver will review BWU's proposed sampling protocols for tap and WQP sampling for conformance with the requirements of the LCRR, and proposed or final LCRI, if available.
4. Garver will review BWU's existing list of schools and licensed childcare facilities served. Garver will develop a sampling plan, consisting of a sampling schedule, standard procedures for BWU to follow to update the list of schools and licensed childcare facilities served after the LCRR compliance date, and sampling protocols for implementation at schools and licensed child-care facilities in accordance with the requirements of the LCRR, and proposed or final LCRI, if available. Sampling protocols will include the number of samples required per facility and flow charts for selecting sampling points within each facility.



5. Garver will facilitate one (1) workshop to receive feedback on recommended sampling sites and discuss sampling protocols.

Deliverables: Data request, Draft and Final list of tap and WQP sampling sites, comments on tap and WQP sampling protocols, Draft and Final sampling plan and protocol for schools and licensed childcare facilities.

1.3.1.5 Task V – Public Outreach Materials (FY 2024)

1. Garver will provide resources from the United States Environmental Protection Agency (USEPA), Arkansas Department of Health (ADH), American Water Works Association (AWWA), and other sources for BWU to use during LCRR and LCRI-related public outreach activities.
2. Garver will attend one (1) public meeting as a LCRR/LCRI subject matter expert.

Deliverables: Public Outreach Resources

1.1.4 Extra Work

The following items are not included under this agreement but will be considered as extra work:

1. Physical inspection of service lines.
2. Developing a lead service line (LSL) replacement protocol
3. Sampling or water quality analyses.
4. Funding procurement assistance.
5. Estimation of labor costs for BWU staff.
6. Design services of any kind.
7. Digitization of handwritten data or other records.
8. Additional GIS support.
9. Budgeting for LCRR and LCRI costs in addition to items listed herein.
10. Submittals or deliverables in addition to those listed herein.

1.1.5 Schedule

Garver shall begin work under this Agreement within ten (10) calendar days of a Notice to Proceed and BWU developed documents and shall complete the work in accordance with the schedule below. As completion of the work is tied to the receipt of BWU-developed documents, the Notice to Proceed will be accompanied by BWU-developed documents that Garver is to review for Tasks I, II, III, and IV.

Bentonville Water Utilities Lead and Copper
Rule Compliance Assistance

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Garver Project No. 23W01294



Task Description	Calendar Days
Task I – Project Management	240 days from Notice to Proceed
Task II – Service Line Inventory Assistance	120 days from Notice to Proceed
Task III – Field Investigation Support	120 days from Notice to Proceed
Task IV – Development of Sampling Plans	60 days from Notice to Proceed
Task V – Public Outreach Materials	60 days from Notice to Proceed

*Note: for planning purposes, 14 calendar days are assumed for a complete BWU response to a data request or comments related to a DRAFT submittal.

1.2 In addition to those obligations set forth in the Agreement, Owner shall:

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.
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.
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 under Scope of Services.
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.
5. Furnish Garver a current boundary survey with easements of record plotted for the project property.



6. Pay all plan review and advertising costs in connection with the project.
7. Provide legal, accounting, and insurance counseling services necessary for the project and such auditing services as Owner may require.
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.
9. Furnishing Garver a current geotechnical report for the proposed site of construction. Garver will coordinate with the geotechnical consultant, Owner has contracted with, on Owner's behalf for the project specific requested information.



**EXHIBIT B
(COMPENSATION SCHEDULE)**

The table below presents a summary of the fee amounts and fee types for this Agreement.

WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
Task I – Project Management	\$10,958	RATE SCHEDULE
Task II – Service Line Inventory	\$34,886	RATE SCHEDULE
Task III – Field Investigation	\$17,484	RATE SCHEDULE
Task IV – Development of Sampling Plans	\$20,548	RATE SCHEDULE
Task V – Public Outreach	\$11,754	RATE SCHEDULE
TOTAL FEE	\$95,630	

The Owner will pay Garver for Service rendered at the agreed upon rates for each classification of Garver's personnel (may include contract staff classified at Garver's discretion) plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel. The total not to exceed amount paid to Garver under this Agreement is estimated to be \$95,630. The actual total fee may exceed this estimate. The agreed upon rates will be increased annually with the first increase effective on or about July 1, 2024. Notwithstanding the foregoing, Garver shall be entitled, in its sole discretion, to substitute a more qualified person (e.g., C-4) with a less qualified person (e.g., C-1); provided however, in such event Garver shall only be entitled to payment at the lesser rate.

Expenses other than salary costs that are directly attributable to performance of our Services will be billed as follows:

1. Direct cost for travel, long distance and wireless communications, outside reproduction and presentation material preparation, and mail/courier expenses.
2. Direct cost-plus ten percent (10%) for subcontract/subconsultant fees.
3. Charges similar to commercial rates for reports, plan sheets, presentation materials, etc.
4. The amount allowed by the federal government for mileage with an additional \$0.05 for survey trucks/vans.

Additional Services (Extra Work). For services not described or included in Scope of Services, but requested by the Owner in writing or otherwise permitted under Section 4, the Owner will pay Garver as expressly set forth in the applicable Amendment, or in the event the Amendment is silent, for the additional time spent on the Project, at the agreed upon rates for each classification of Garver's personnel (may include contract staff classified at Garver's discretion) plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel. The agreed upon rates will be increased annually with the first increase effective on or about [month day, year].

Garver shall provide Owner notice when Garver is within ten percent (10%) of the not-to-exceed amount. In which event, Owner may direct Garver to proceed with the Services up to the not-to-exceed budgetary threshold before ceasing performance of the Services or increase the not-to-exceed amount with notice to Garver. Underruns in any phase may be used to offset overruns in another phase as



long as the overall Agreement amount is not exceeded. In no event shall the not-to-exceed amount be interpreted as a guarantee the Services can be performed for the not-to-exceed budgetary threshold.



AGREED UPON RATES (June 2023 to July 2024)

Classification	Rates	Classification	Rates
Engineers / Architects		Resource Specialists	
E-1	\$ 130.00	RS-1	\$ 104.00
E-2	\$ 151.00	RS-2	\$ 144.00
E-3	\$ 182.00	RS-3	\$ 204.00
E-4	\$ 212.00	RS-4	\$ 267.00
E-5	\$ 259.00	RS-5	\$ 334.00
E-6	\$ 318.00	RS-6	\$ 410.00
E-7	\$ 431.00	RS-7	\$ 467.00
Planners		Environmental Specialists	
P-1	\$ 156.00	ES-1	\$ 104.00
P-2	\$ 196.00	ES-2	\$ 138.00
P-3	\$ 244.00	ES-3	\$ 167.00
P-4	\$ 272.00	ES-4	\$ 207.00
P-5	\$ 314.00	ES-5	\$ 260.00
Designers		ES-6	\$ 317.00
D-1	\$ 122.00	ES-7	\$ 407.00
D-2	\$ 142.00	ES-8	\$ 460.00
D-3	\$ 169.00	Project Controls	
D-4	\$ 196.00	PC-1	\$ 108.00
Technicians		PC-2	\$ 148.00
T-1	\$ 95.00	PC-3	\$ 188.00
T-2	\$ 121.00	PC-4	\$ 241.00
T-3	\$ 147.00	PC-5	\$ 294.00
T-4	\$ 184.00	PC-6	\$ 361.00
Surveyors		PC-7	\$ 463.00
S-1	\$ 59.00	Administration / Management	
S-2	\$ 77.00	AM-1	\$ 75.00
S-3	\$ 103.00	AM-2	\$ 101.00
S-4	\$ 149.00	AM-3	\$ 141.00
S-5	\$ 196.00	AM-4	\$ 179.00
S-6	\$ 223.00	AM-5	\$ 220.00
2-Man Crew (Survey)	\$ 224.00	AM-6	\$ 271.00
3-Man Crew (Survey)	\$ 283.00	AM-7	\$ 326.00
2-Man Crew (GPS Survey)	\$ 246.00	M-1	\$ 521.00
3-Man Crew (GPS Survey)	\$ 304.00		
Construction Observation			
C-1	\$ 115.00		
C-2	\$ 148.00		
C-3	\$ 180.00		
C-4	\$ 221.00		
C-5	\$ 264.00		



**EXHIBIT C
(FORM OF AMENDMENT)**

AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

[Client Name]
Project No. [????????]

AMENDMENT NO. [?]

This Amendment No. [?], effective on the date last written below, shall amend the original contract between the [Client Name] (“**Owner**”) and Garver, LLC (“**Garver**”), dated [Insert date] (the “**Agreement**”).

This Amendment No. [?] adds/modifies the Services for the:

[Describe improvements and location]

The Agreement is hereby modified as follows:

SECTION [?] – [Insert section heading]

Section [?] of the Agreement is hereby amended as follows:

This Amendment 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.

IN WITNESS WHEREOF, Owner and Garver have executed this Amendment effective as of the date last written below.

[Insert Signature Block with the Appropriate Parties]

Bentonville Water Utilities Lead and Copper
Rule Compliance Assistance

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Garver Project No. 23W01294



**EXHIBIT D
(INSURANCE)**

Pursuant to Section 7.1 of the Agreement, Garver shall maintain the following schedule of insurance until completion of the Services:

Worker's Compensation	Statutory Limit
Automobile Liability	
Combined Single Limit (Bodily Injury and Property Damage)	\$500,000
General Liability	
Each Occurrence	\$1,000,000
Aggregate	\$2,000,000
Professional Liability	
Each Claim Made	\$1,000,000
Annual Aggregate	\$2,000,000
Excess of Umbrella Liability	
Per Occurrence	\$1,000,000
General Aggregate	\$1,000,000

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO
ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH
GARVER ENGINEERING, IN THE AMOUNT OF NINETY-FIVE
THOUSAND SIX HUNDRED THIRTY DOLLARS (\$95,630.00), FOR
TECHNICAL ASSISTANCE ASSOCIATED WITH THE EPA'S LEAD AND
COPPER RULE REVISION; AND FOR OTHER PURPOSES.**

WHEREAS, the City of Bentonville requires professional services related to designating the service line material as lead or lead free due to a mandated survey;

WHEREAS, Garver Engineering was selected for this service pursuant to the City of Bentonville's selection process in accordance with state law; and

WHEREAS, this is a budgeted item.

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

Section 1: That the Mayor and City Clerk are authorized to enter into an agreement with Garver Engineering, in the amount of ninety-five thousand six hundred thirty dollars (\$95,630.00), for technical assistance associated with the EPA's Lead and Copper Rule Revision;

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

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

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

PASSED this _____ day of _____, 2023.

APPROVED:

ATTEST:

STEPHANIE ORMAN, Mayor

KIRBY ROMINES, City Clerk



Agenda Item Form

Date of City Council Meeting	7/25/2023
Department	Finance Department
Submitted by	Patrick Johndrow - Finance Director
Phone	(479) 271-6781

Item Type: (Check Applicable Item Type)					
☒ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☒ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Resolution to approve a budget adjustment in the amount of \$20,000.00 to cover the expense incurred for Forvis to prepare our Annual Consolidated Financial Report. A budget adjustment is needed.					

Estimated Cost	20,000.00
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	7/25/2023
Department	Finance Department
Submitted by	Patrick Johndrow - Finance Director
Phone	(479) 271-6781

Purpose of Budget Adjustment <i>(Enter purpose in space below):</i> Budget Adjustment in the amount of \$20,000 to 101040-43210 to cover preparation of Annual Consolidated Financial Report by Forvis, LLP. This will be funded by General Fund Reserves.

General Ledger Account Information*				
Org (Department)	Object	Account Description	Revenue + (-)	Expense + (-)
101040	43210	Legal & Professional Services		\$ 20,000.00
		Totals	\$ -	\$ 20,000.00
		Net Impact on Fund Balance	\$ (20,000.00)	
*Final Account Number will be determined by Accounting Department after approval and purchase				





MEMORANDUM

TO: Mayor Orman, City Council

FROM: Patrick Johndrow, Finance Director

DATE: July 25, 2023

SUBJECT: Agreement for Forvis, LLP to prepare Annual Consolidated Financial Report

Each year, the Finance Department prepares the City's Annual Consolidated Financial Report. This report contains our audited financial statements, as well as commentary from management and statistical information. With the departure of key staff members in 2022, Forvis, LLP was asked to prepare the City's report. Their final cost for doing so was \$20,000.



809 S. 52nd Street, Suite A / Rogers, AR 72758
P 479.845.0270 / F 479.845.0840
forvis.com

January 26, 2023

Members of the City Council
Honorable Stephanie Orman, Mayor
Mr. Patrick Johndrow, Finance Director
CITY OF BENTONVILLE, ARKANSAS
1000 SW 14th Street
Bentonville, Arkansas

We appreciate your selection of **FORVIS, LLP** as your service provider and are pleased to confirm the arrangements of our engagement in this contract. Within the requirements of our professional standards and any duties owed to the public, regulatory, or other authorities, our goal is to provide you an **Unmatched Client Experience**.

In addition to the terms set forth in this contract, including the detailed **Scope of Services**, our engagement is governed by the following, incorporated fully by this reference:

- Terms and Conditions Addendum

Summary Scope of Services

As described in the attached **Scope of Services**, our services will include the following:

CITY OF BENTONVILLE, ARKANSAS

- Audit Services for the year ended December 31, 2022.
- Attestation Examination Services for the year ended December 31, 2022.

You agree to assume full responsibility for the substantive outcomes of the contracted services and for any other services we may provide, including any findings that may result.

You also acknowledge these services are adequate for your purposes, and you will establish and monitor the performance of these services to ensure they meet management's objectives. All decisions involving management responsibilities related to these services will be made by you, and you accept full responsibility for such decisions.

We understand you have designated a management-level individual(s) to be responsible and accountable for overseeing the performance of nonattest services, and you have determined this individual is qualified to conduct such oversight.

Engagement Fees

The base fee for our services will be \$98,000.

Included in this fee are travel costs and fees for services from other professionals, if any, as well as an administrative fee of five (5) percent to cover certain technology and administrative costs associated with our services. The additional fee for implementing GASB 87, if applicable, is expected to be \$10,000 - \$15,000 and will be based on time expended. The additional fee related to drafting the report using The Reporting Solution (TRS), if needed, including assistance with the entries in TRS related to the government wide conversion to accrual accounting will be based on time expended and is expected to be between \$15,000 and \$20,000. Any additional assistance will be billed at a rate of \$225 per hour.

Our pricing for this engagement and our fee structure are based upon the expectation that our invoices will be paid promptly. Payment of our invoices is due upon receipt.

Our timely completion of services and the fees thereon depends on the assistance you provide us in accumulating information and responding to our inquiries. Inaccuracies or delays in providing this information or the responses may result in additional billings, untimely filings, or inability to meet other deadlines.

Assistance with New Standards

Assistance and additional time as a result of the adoption of the following new standards are not included within our standard engagement fees. These fees will be based on time expended and will vary based on the level of assistance and procedures required.

Governmental Accounting Standards Board Statement No. 87, *Leases*, is effective for fiscal years beginning after June 15, 2021. Early application is encouraged.

Statement No. 87 establishes a single model for lease accounting based on the foundational principle that leases are financings of the right to use an underlying asset. Under this Statement, a lessee is required to recognize a lease liability and an intangible right-to-use lease asset, and a lessor is required to recognize a lease receivable and a deferred inflow of resources. We can assist you with the adoption by providing services which may include, but are not limited to:

- Assessing your readiness by assisting with the evaluation of your:
 - Current controls and policies
 - Current internal resources and system capabilities
- Assisting with changes required to adopt Statement No. 87, including:
 - Assisting with information gathering to develop an inventory of all lease agreements, service contracts, and other arrangements that may contain right-to-use lease assets
 - Recommending enhancements to existing controls and policies or suggesting new controls and policies to address Statement No. 87
 - Documenting any changes from your previous lease recognition and reporting methods
 - Drafting the required disclosures

The time it will take to perform the above assistance and our additional audit procedures relating to the adoption of the Statement, and any time to assist you with the adoption, may be minimized to the extent your personnel will be available to provide timely and accurate documentation and information as requested by us.

Governmental Accounting Standards Board Statement No. 96, *Subscription-Based Information Technology Arrangements*, is effective for fiscal years beginning after June 15, 2022. Early application is encouraged.

Statement No. 96 addresses the accounting for the costs related to cloud computing agreements. Under this Statement, a government reports a subscription asset and subscription liability for agreements meeting the definition of a subscription-based information technology arrangement (SBITA) and to disclose essential information about the arrangement. We can assist you with the adoption by providing services which may include, but are not limited to:

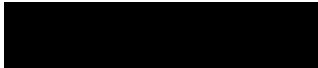
- Assessing your readiness by assisting with the evaluation of your:
 - Current controls and policies
 - Current internal resources and system capabilities
- Assisting with changes required to adopt Statement No. 96, including:
 - Assisting with information gathering to develop an inventory of all SBITA agreements, service contracts, and other arrangements that may contain right-to-use IT assets
 - Recommending enhancements to existing controls and policies or suggesting new controls and policies to address Statement No. 96
 - Documenting any changes from your previous IT subscription recognition and reporting methods
 - Drafting the required disclosures

The time it will take to perform the above assistance and our additional audit procedures relating to the adoption of the Statement, and any time to assist you with the adoption, may be minimized to the extent your personnel will be available to provide timely and accurate documentation and information as requested by us.

Contract Agreement

Please sign and return this contract to indicate your acknowledgment of, and agreement with, the arrangements for our services including our respective responsibilities.

FORVIS, LLP



Acknowledged and agreed to as it relates to the entire contract, including the **Scope of Services** and **Terms and Conditions Addendum**, on behalf of CITY OF BENTONVILLE, ARKANSAS.



e Orman, Mayor

DATE February 7, 2023 | 8:59 AM CST



ow, Finance Director

DATE February 7, 2023 | 9:23 AM CST

Scope of Services – Audit Services

We will audit the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information and related disclosures, which collectively comprise the basic financial statements for the following entity:

CITY OF BENTONVILLE, ARKANSAS as of and for the year ended December 31, 2022.

The audit has the following broad objectives:

- Obtaining reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error
- Expressing opinions on the financial statements
- Issuing a report on your internal control over financial reporting and compliance and other matters based on the audit of your financial statements in accordance with *Government Auditing Standards*
- Expressing an opinion on your compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect to each of your major federal award programs in accordance with the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance)
- Issuing a report on your internal control over compliance in accordance with the Uniform Guidance
- Issuing a report on your schedule of expenditures of federal awards

You have informed us that the audited financial statements are expected to be presented along with management's Annual Comprehensive Financial Report (ACFR). Management is responsible for the other information included in the ACFR. The other information comprises the ACFR but does not include the financial statements and our auditor's report thereon. Our opinion on the financial statements will not cover the other information, and we will not express an opinion or any form of assurance thereon. In connection with our audit of the financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the financial statements, or whether the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

We will also express an opinion on whether combining and individual fund statements and the schedule of expenditures of federal awards ("supplementary information") are fairly stated, in all material respects, in relation to the financial statements as a whole.

We will complete the auditee portion of the Form SF-SAC (Data Collection Form) through the Federal Audit Clearinghouse. We will not make the submission on your behalf. You will review a draft(s) of the submission prior to transmission and agree that you are solely responsible for approving the final draft for transmission as well as for the auditee submission and certification.

We will also provide you with the following nonattest services:

- Assistance with entries related to the government wide conversion from modified accrual to full accrual accounting
- Preparing a draft of the financial statements and related notes using TRS
- Assistance with formatting, binding and printing of the final report
- Preparing a draft of the supplementary information, including the schedule of expenditures of federal awards

You agree to assume all management responsibilities and to oversee the nonattest services we will provide by designating an individual possessing suitable skill, knowledge, and/or experience. You acknowledge that nonattest services are not covered under *Government Auditing Standards*. You are responsible for:

- Making all management decisions and performing all management functions
- Evaluating the adequacy and results of the services performed
- Accepting responsibility for the results of such services
- Designing, implementing, and maintaining internal controls, including monitoring ongoing activities

Cynthia Burns is responsible for supervising the engagement and authorizing the signing of the report or reports.

We will issue a written report(s) upon completion of our audit(s), addressed to the following parties:

Entity Name

CITY OF BENTONVILLE, ARKANSAS

Party Name

Honorable Mayor and Members of the City Council

You are responsible to distribute our reports to other officials who have legal oversight authority or those responsible for acting on audit findings and recommendations, and to others authorized to receive such reports.

The following apply for the audit services described above:

**Our
Responsibilities**

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (GAAS), the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States and the Uniform Guidance. Those standards require that we plan and perform:

- The audit of the financial statements to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether caused by fraud or error
- The audit of compliance to obtain reasonable rather than absolute assurance about whether the entity(ies) complied with the types of compliance requirements described in the OMB Compliance Supplement that could have a direct and material effect on each major federal award program

We will exercise professional judgment and maintain professional skepticism throughout the audit.

We will identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion.

We will obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

We will also conclude, based on audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the entity's ability to continue as a going concern for a reasonable period of time.

We will identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the entity's compliance with compliance requirements subject to audit and performing such other procedures as the auditor considers necessary in the circumstances.

We will obtain an understanding of the entity's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance, regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that the auditor identified during the audit.

Limitations & Fraud

Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit that is planned and conducted in accordance with GAAS will always detect a material misstatement or material noncompliance with federal award programs when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if, there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

The risk of not detecting a material misstatement or material noncompliance resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the entity's compliance with the requirements of the federal programs as a whole.

Our understanding of internal control is not for the purpose of expressing an opinion on the effectiveness of your internal control. However, we will communicate to you in writing any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we identify during the audit.

We are available to perform additional procedures with regard to fraud detection and prevention at your request, subject to completion of our normal engagement acceptance procedures. The actual terms and fees of such an engagement would be documented in a separate contract to be signed by you and FORVIS.

Opinion

Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, add an emphasis-of-matter paragraph or other-matter paragraph(s) to our auditor's report, or if necessary, decline to express an opinion or withdraw from the engagement.

If we discover conditions that may prohibit us from issuing a standard report, we will notify you. In such circumstances, further arrangements may be necessary to continue our engagement.

Your Responsibilities

Management and, if applicable, those charged with governance acknowledge and understand their responsibility for the accuracy and completeness of all information provided and for the following:

- **Audit Support** – to provide us with:
 - Unrestricted access to persons within the entity or within components of the entity (including management, those charged with governance, and component auditors) from whom we determine it necessary to obtain audit evidence
 - Information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including access to information relevant to disclosures
 - Information about events occurring or facts discovered subsequent to the date of the financial statements, of which management may become aware, that may affect the financial statements
 - Information about any known or suspected fraud affecting the entity involving management, employees with significant role in internal control, and others where fraud could have a material effect on the financials
 - Identification and provision of report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented
 - Additional information that we may request for the purpose of the audit
- **Internal Control and Compliance** – for the:
 - Design, implementation, and maintenance of internal control relevant to compliance with laws and regulations and the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error
 - Alignment of internal control to ensure that appropriate goals and objectives are met; that management and financial information is reliable and properly reported; and that compliance with and identification of the laws, regulations, contracts, grants, or agreements (including any federal award programs) applicable to the entity's activities is achieved
 - Remedy, through timely and appropriate steps, of fraud and noncompliance with provisions of laws, regulations, contracts, or other agreements reported by the auditor
 - Establishment and maintenance of processes to track the status and address findings and recommendations of auditors
- **Accounting and Reporting** – for the:
 - Maintenance of adequate records, selection and application of accounting principles, and the safeguard of assets

- Adjustment of the financial statements to correct material misstatements and confirmation to us in the representation letter that the effects of any uncorrected misstatements aggregated by us are immaterial, both individually and in the aggregate, to the financial statements taken as a whole
- Preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America (or other basis if indicated in the contract)
- Inclusion of the auditors' report in any document containing financial statements that indicates that such financial statements have been audited by us
- Distribution of audit reports to any necessary parties

The results of our tests of compliance and internal control over financial reporting performed in connection with our audit of the financial statements may not fully meet the reasonable needs of report users. Management is responsible for obtaining audits, examinations, agreed-upon procedures, or other engagements that satisfy relevant legal, regulatory, or contractual requirements or fully meet other reasonable user needs.

Required Supplementary Information

Accounting principles generally accepted in the United States of America provide for certain required supplementary information ("RSI") to accompany the basic financial statements. We understand the following RSI will accompany the basic financial statements:

1. Management's Discussion and Analysis ("MD&A")
2. Budgetary comparison
3. Pension and Other Postemployment Benefit information

Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context.

Management is responsible for the fair presentation of the RSI. As part of our engagement, we will apply certain limited procedures to the RSI in GAAS. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements.

We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

With regard to any supplementary information that we are engaged to report on:

- Management is responsible for its preparation in accordance with applicable criteria
- Management will provide certain written representations regarding the supplementary information at the conclusion of our engagement
- Management will include our report on this supplementary information in any document that contains this supplementary information and indicates we have reported on the supplementary information

- Management will make the supplementary information readily available to intended users if it is not presented with the audited financial statements

Such information is:

- Presented for the purpose of additional analysis of the financial statements
- Not a required part of the financial statements
- The responsibility of management
- Subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS

**Written
Confirmations
Required**

As part of our audit process, we will request from management and, if applicable, those charged with governance written confirmation acknowledging certain responsibilities outlined in this contract and confirming:

- The availability of this information
- Certain representations made during the audit for all periods presented
- The effects of any uncorrected misstatements, if any, resulting from errors or fraud aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole

**Peer Review
Report**

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract, upon request. If you would like a copy, please request from your engagement executive.

Attestation Examination Services

We will examine the written assertion made by management that the City complied with certain acts during the year ended December 31, 2022.

The objective of our examination is the expression of an opinion in a written report about whether the responsible party's assertion is fairly stated in all material respects with the applicable criteria against which it is measured or evaluated.

The criteria to be used consist of the requirements of Arkansas Act 15 of 1985 and the following Arkansas statutes:

- Arkansas Municipal Accounting Law of 1973, § 14-59- 10 I et seq.;
- Arkansas District Courts and City Courts Accounting Law, § 16- 10-20 I et seq.;
- Improve contracts, §§ 22-9-202 - 22-9-204
- Budgets, purchases, and payments of claims, etc., § 14-58-20 I et seq. and § 14-58-30 I et seq.;
- Investment of public funds, § 19- 1-501 et seq.; and
- Deposit of public funds, §§ 19-8- 10 I - 19-8- 107

The following apply for the attestation examination services described above:

Our Responsibilities

We will conduct our examination in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable rather than absolute assurance about whether the subject matter as measured or evaluated against the criteria is free of material misstatement.

If we discover conditions that may prohibit us from issuing a standard report, we will notify you. In such circumstances, further arrangements may be necessary to continue our engagement.

Limitations & Fraud

Because of the inherent limitation of an examination engagement, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the examination is properly planned and performed in accordance with the attestation standards.

Our engagement will not include a detailed examination of every transaction and cannot be relied on to disclose all errors, fraud, or illegal acts that may exist. However, we will inform you of any such matters, if material, that come to our attention.

Report

We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement. If we discover conditions which may prohibit us from issuing a standard examination report, we will notify you. In such circumstances, further arrangements may be necessary to continue our engagement.

**Your
Responsibilities**

To facilitate our engagement, management is responsible for providing a written assertion about the measurement or evaluation of the subject matter against the criteria, supplying us with all necessary information, and for allowing us access to personnel to assist in performing our services. It should be understood that management is responsible for the accuracy and completeness of these items, for the subject matter and the written assertion(s) referred to above, and for selecting and determining the appropriateness of the criteria.

At the conclusion of our engagement, management will provide to us a letter confirming these responsibilities, whether it is aware of any material misstatements in the subject matter or assertion, and that it has disclosed all known events subsequent to the period (or point in time) of the subject matter being reported on that would have a material effect on the subject matter or assertion.

Management is responsible for establishing and maintaining effective internal control over financial reporting and setting the proper tone; creating and maintaining a culture of honesty and high ethical standards; and establishing appropriate controls to prevent, deter, and detect fraud and illegal acts. Management is also responsible for identifying and ensuring compliance with the laws and regulations applicable to your activities and for establishing and maintaining effective internal control over compliance.

FORVIS, LLP Terms and Conditions Addendum

GENERAL

1. **Overview.** This addendum describes **FORVIS LLP's** standard terms and conditions ("Terms and Conditions") applicable to Our provision of services to the Client ("You"). The Terms and Conditions are a part of the contract between You and FORVIS, LLP. For the purposes of the Terms and Conditions, any reference to "Firm," "We," "Us," or "Our" is a reference to FORVIS, LLP ("FORVIS"), and any reference to "You" or "Your" is a reference to the party or parties that have engaged Us to provide services and the party or parties ultimately responsible for payment of Our fees and costs.

BILLING, PAYMENT, & TERMINATION

2. **Billing and Payment Terms.** We will bill You for Our professional fees and costs as outlined in Our contract. Unless otherwise provided in Our contract, payment is due upon receipt of Our billing statement. Interest will be charged on any unpaid balance after 30 days at the rate of 10 percent per annum, or as allowed by law at the earliest date thereafter, and highest applicable rate if less than 10 percent. All fees, charges, and other amounts payable to FORVIS hereunder do not include any sales, use, excise, value-added, or other applicable taxes, tariffs, or duties, payment of which shall be Your sole responsibility, and do not include any applicable taxes based on FORVIS' net income or taxes arising from the employment or independent contractor relationship between FORVIS and FORVIS' personnel.

We reserve the right to suspend or terminate Our work for this engagement or any other engagement for nonpayment of fees. If Our work is suspended or terminated, You agree that We will not be responsible for Your failure to meet governmental and other deadlines, for any penalties or interest that may be assessed against You resulting from Your failure to meet such deadlines, and for any other damages (including but not limited to consequential, indirect, lost profits, or punitive damages) incurred as a result of the suspension or termination of Our services.

Our fees may increase if Our duties or responsibilities are increased by rulemaking of any regulatory body or any additional new accounting or auditing standards. Our engagement fees do not include any time for post-engagement consultation with Your personnel or third parties, consent letters and related procedures for the use of Our reports in offering documents, inquiries from regulators, or testimony or deposition regarding any subpoena. Charges for such services will be billed separately.

3. **Billing Records.** If these services are determined to be within the scope and authority of Section 1861(v)(1)(I) of the Social Security Act, We agree to make available to the Secretary of Health and Human Services, or to the U.S. Comptroller General, or any of their duly authorized representatives, such of Our books, documents, and records that are necessary to certify the nature and extent of Our services, until the expiration of four (4) years after the furnishing of these services. This contract allows access to contracts of a similar nature between subcontractors and related organizations of the subcontractor, and to their books, documents, and records.

4. **Termination.** Either party may terminate these services in good faith at any time for any reason, including Your failure to comply with the terms of Our contract or as We determine professional standards require. Both parties must agree, in writing, to any future modifications or extensions. If services are terminated, You agree to pay FORVIS for time expended to date. In addition, You will be billed costs and fees for services from other professionals, if any, as well as an administrative fee of five (5) percent to cover certain technology and administrative costs associated with Our services. Unless terminated sooner in accordance with its terms, this engagement shall terminate upon the completion of FORVIS' services hereunder.

DISPUTES & DISCLAIMERS

5. **Mediation.** Any dispute arising out of or related to this engagement will, prior to resorting to litigation, be submitted for nonbinding mediation upon written request by either party. Both parties agree to try in good faith to settle the dispute in mediation. The mediator will be selected by agreement of the parties. The mediation proceeding shall be confidential. Each party will bear its own costs in the mediation, but the fees and expenses of the mediator will be shared equally.
6. **Indemnification.** Unless disallowed by law or applicable professional standards, You agree to hold FORVIS harmless from any and all claims which arise from knowing misrepresentations to FORVIS, or the intentional withholding or concealment of information from FORVIS by Your management or any partner, principal, shareholder, officer, director, member, employee, agent, or assign of Yours. The provisions of this paragraph shall apply regardless of the nature of the claim.
7. **Statute of Limitations.** You agree that any claim or legal action arising out of or related to this contract and the services provided hereunder shall be commenced no more than one (1) year from the date of delivery of the work product to You or the termination of the services described herein (whichever is earlier), regardless of any statute of limitations prescribing a longer period of time for commencing such a claim under law. This time limitation shall apply regardless of whether FORVIS performs other or subsequent services for You. A claim is understood to be a demand for money or services, demand for mediation, or the service of suit based on a breach of this contract or the acts or omissions of FORVIS in performing the services provided herein. This provision shall not apply if enforcement is disallowed by applicable law or professional standards.
8. **Limitation of Liability.** You agree that FORVIS' liability, if any, arising out of or related to this contract and the services provided hereunder, shall be limited to the amount of the fees paid by You for services rendered under this contract. This limitation shall not apply to the extent it is finally, judicially determined that the liability resulted from the intentional or willful misconduct of FORVIS or if enforcement of this provision is disallowed by applicable law or professional standards.
9. **Waiver of Certain Damages.** In no event shall FORVIS be liable to You or a third party for any indirect, special,

consequential, punitive, or exemplary damages, including but not limited to lost profits, loss of revenue, interruption, loss of use, damage to goodwill or reputation, regardless of whether You were advised of the possibility of such damages, regardless of whether such damages were reasonably foreseeable, and regardless of whether such damages arise under a theory of contract, tort, strict liability, or otherwise.

10. **Choice of Law.** You acknowledge and agree that any dispute arising out of or related to this contract shall be governed by the laws of the State of Texas, without regard to its conflict of laws principles.
11. **WAIVER OF JURY TRIAL. THE PARTIES HEREBY AGREE NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND WAIVE ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THIS AGREEMENT, OR ANY CLAIM, COUNTERCLAIM, OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY THE PARTIES, AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE.**
12. **Severability.** In the event that any term or provision of this agreement shall be held to be invalid, void, or unenforceable, then the remainder of this agreement shall not be affected, and each such term and provision of this agreement shall be valid and enforceable to the fullest extent permitted by law.
13. **Assignment.** You acknowledge and agree that the terms and conditions of this contract shall be binding upon and inure to the parties' successors and assigns, subject to applicable laws and regulations.
14. **Disclaimer of Legal or Investment Advice.** Our services do not constitute legal or investment advice.

RECORDS, WORKPAPERS, DELIVERABLES, & PROPRIETARY INFORMATION

15. **Maintenance of Records.** You agree to assume full responsibility for maintaining Your original data and records and that FORVIS has no responsibility to maintain this information. You agree You will not rely on FORVIS to provide hosting, electronic security, or backup services, e.g., business continuity or disaster recovery services, to You unless separately engaged to do so. You understand that Your access to data, records, and information from FORVIS' servers, i.e., FORVIS portals used to exchange information, can be terminated at any time and You will not rely on using this to host Your data and records.
16. **FORVIS Workpapers.** Our workpapers and documentation retained in any form of media for this engagement are the property of FORVIS. We can be compelled to provide information under legal process. In addition, We may be requested by regulatory or enforcement bodies (including any State Board) to make certain workpapers available to them pursuant to authority granted by law or regulation. Unless We are prohibited from doing so by law or regulation, FORVIS will inform You of any such legal process or request. You agree We

have no legal responsibility to You in the event We determine We are obligated to provide such documents or information.

17. **Subpoenas or Other Legal Process.** In the event FORVIS is required to respond to any such subpoena, court order, or any government regulatory inquiry or other legal process relating to You or Your management for the production of documents and/or testimony relative to information We obtained or prepared incident to this or any other engagement in a matter in which FORVIS is not a party, You shall compensate FORVIS for all time We expend in connection with such response at normal and customary hourly rates and to reimburse Us for all out-of-pocket expenses incurred in regard to such response.
18. **Use of Deliverables and Drafts.** You agree You will not modify any deliverables or drafts prepared by Us for internal use or for distribution to third parties. You also understand that We may on occasion send You documents marked as draft and understand that those are for Your review purpose only, should not be distributed in any way, and should be destroyed as soon as possible.

Our report on any financial statements must be associated only with the financial statements that were the subject of Our engagement. You may make copies of Our report, but only if the entire financial statements (exactly as attached to Our report, including related footnotes) and any supplementary information, as appropriate, are reproduced and distributed with Our report. You agree not to reproduce or associate Our report with any other financial statements, or portions thereof, that are not the subject of Our engagement.

19. **Proprietary Information.** You acknowledge that proprietary information, documents, materials, management techniques, and other intellectual property are a material source of the services We perform and were developed prior to Our association with You. Any new forms, software, documents, or intellectual property We develop during this engagement for Your use shall belong to Us, and You shall have the limited right to use them solely within Your business. All reports, templates, manuals, forms, checklists, questionnaires, letters, agreements, and other documents which We make available to You are confidential and proprietary to Us. Neither You, nor any of Your agents, will copy, electronically store, reproduce, or make any such documents available to anyone other than Your personnel. This provision will apply to all materials whether in digital, "hard copy" format, or other medium.

REGULATORY

20. **U.S. Securities and Exchange Commission ("SEC") and other Regulatory Bodies.** Where We are providing services either for (a) an entity that is registered with the SEC, (b) an affiliate of such registrant, or (c) an entity or affiliate that is subject to rules, regulations, or standards beyond those of the American Institute of Certified Public Accountants ("AICPA"), any term of this contract that would be prohibited by or impair Our independence under applicable law or regulation shall not apply to the extent necessary only to avoid such prohibition or impairment.
21. **Offering Document.** You may wish to include Our report(s) on financial statements in an exempt offering document. You agree that any report, including any auditor's report, or

reference to Our firm, will not be included in any such offering document without notifying Us. Any agreement to perform work in connection with an exempt offering document, including providing agreement for the use of the auditor's report in the exempt offering document, will be a separate engagement.

Any exempt offering document issued by You with which We are not involved will clearly indicate that We are not involved by including a disclosure such as, "FORVIS, LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. FORVIS, LLP also has not performed any procedures relating to this offering document."

22. **FORVIS Not a Municipal Advisor.** FORVIS is not acting as Your municipal advisor under Section 15B of the *Securities Exchange Act of 1934*, as amended. As such, FORVIS is not recommending any action to You and does not owe You a fiduciary duty with respect to any information or communications regarding municipal financial products or the issuance of municipal securities. You should discuss such matters with internal or external advisors and experts You deem appropriate before acting on any such information or material provided by FORVIS.
23. **FORVIS Not a Fiduciary.** In providing Our attest services, We are required by law and our professional standards to maintain our independence from You. We take this mandate very seriously and thus guard against impermissible relationships which may impair the very independence which You and the users of Our report require. As such, You should not place upon Us special confidence that in the performance of Our attest services We will act solely in Your interest. Therefore, You acknowledge and agree We are not in a fiduciary relationship with You and We have no fiduciary responsibilities to You in the performance of Our services described herein.

TECHNOLOGY

24. **Electronic Sites.** You agree to notify Us if You desire to place Our report(s), including any reports on Your financial statements, along with other information, such as a report by management or those charged with governance on operations, financial summaries or highlights, financial ratios, etc., on an electronic site. You recognize that We have no responsibility to review information contained in electronic sites.
25. **Electronic Signatures and Counterparts.** This contract and other documents to be delivered pursuant to this contract may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement or document, and will be effective when counterparts have been signed by each of the parties and delivered to the other parties. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this contract are intended to authenticate this writing and to have the same force and effect as manual signatures. Delivery of a copy of this contract or any other document contemplated hereby, bearing an original manual or electronic signature by facsimile transmission (including a facsimile delivered via the internet), by electronic mail in "portable document format" (".pdf") or similar format intended

to preserve the original graphic and pictorial appearance of a document, or through the use of electronic signature software, will have the same effect as physical delivery of the paper document bearing an original signature.

26. **Electronic Data Communication and Storage.** In the interest of facilitating Our services to You, We may send data over the internet, temporarily store electronic data via computer software applications hosted remotely on the internet, or utilize cloud-based storage. Your confidential electronic data may be transmitted or stored using these methods. In using these data communication and storage methods, We employ measures designed to maintain data security. We use reasonable efforts to keep such communications and electronic data secure in accordance with Our obligations under applicable laws, regulations, and professional standards.

You recognize and accept that We have no control over the unauthorized interception or breach of any communications or electronic data once it has been transmitted or if it has been subject to unauthorized access while stored, notwithstanding all reasonable security measures employed by Us. You consent to Our use of these electronic devices and applications during this engagement.

OTHER MATTERS

27. **Cooperation.** You agree to cooperate with FORVIS in the performance of FORVIS' services to You, including the provision to FORVIS of reasonable facilities and timely access to Your data, information, and personnel. You shall be responsible for the performance of Your employees and agents.
28. **Third-Party Service Providers.** FORVIS may from time to time utilize third-party service providers, including but not limited to domestic software processors or legal counsel, or disclose confidential information about You to third-party service providers in serving Your account. FORVIS maintains, however, internal policies, procedures, and safeguards to protect the confidentiality and security of Your information. In addition, FORVIS will secure confidentiality agreements with all service providers to maintain the confidentiality of Your information. If We are unable to secure an appropriate confidentiality agreement, You will be asked to consent prior to FORVIS sharing Your confidential information with the third-party service provider.
29. **Independent Contractor.** When providing services to You, We will be functioning as an independent contractor; and in no event will We or any of Our employees be an officer of You, nor will Our relationship be that of joint venturers, partners, employer and employee, principal and agent, or any similar relationship giving rise to a fiduciary duty to You. Decisions regarding management of Your business remain the responsibility of Your personnel at all times. Neither You nor FORVIS shall act or represent itself, directly or by implication, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other.
30. **Use of FORVIS Name.** Any time You intend to reference FORVIS' firm name in any manner in any published materials, including on an electronic site, You agree to provide Us with

draft materials for review and approval before publishing or posting such information.

31. **Praxity.** FORVIS is an independent accounting firm allowed to use the name "Praxity" in relation to its practice. FORVIS is not connected, however, by ownership with any other firm using the name "Praxity." FORVIS will be solely responsible for all work carried out on Your behalf. In deciding to engage FORVIS, You acknowledge that We have not represented to You that any other firm using the name "Praxity" will in any way be responsible for Our work.
32. **Entire Agreement.** The contract, including this Terms and Conditions Addendum and any other attachments or addenda, encompasses the entire agreement between You and FORVIS and supersedes all previous understandings and agreements between the parties, whether oral or written. Any modification to the terms of this contract must be made in writing and signed by both You and FORVIS.
33. **Force Majeure.** We shall not be held responsible for any failure to fulfill Our obligations if such failure was caused by circumstances beyond Our control, including, without limitation, fire or other casualty, act of God, act of terrorism, strike or labor dispute, war or other violence, explosion, flood or other natural catastrophe, epidemic or pandemic, or any law, order, or requirement of any governmental agency or authority affecting either party, including without limitation orders incident to any such epidemic or pandemic, lockdown orders, stay-at-home orders, and curfews.

RESOLUTION NO. _____

A RESOLUTION AMENDING THE 2023 BUDGET; APPROPRIATING TWENTY THOUSAND DOLLARS (\$20,000.00) FROM GENERAL FUND RESERVES INTO ACCOUNT #101040-43210 – LEGAL & PROFESSIONAL SERVICES; AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AMENDED AGREEMENT WITH FORVIS, LLP; AND FOR OTHER PURPOSES.

WHEREAS, the City of Bentonville Finance Department prepares the City's Annual Consolidated Financial report yearly;

WHEREAS, it is requested that Forvis, LLP prepare the current report as it conducts the City's annual audit and has familiarity with the subject matter; and

WHEREAS, a budget adjustment will be needed fund this additional work.

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

Section 1: That the Mayor and City Clerk are hereby authorized to enter into an amended agreement with Forvis, LLP for the preparation of the City's Annual Consolidated Financial Report;

Section 2: The 2023 Budget is amended to adjust twenty thousand dollars (\$20,000.00) from General Fund Reserves to Account #101040-43210 – Legal & Professional Services;

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

PASSED and APPROVED this _____ day of _____, 2023.

APPROVED:

ATTEST:

STEPHANIE ORMAN, Mayor

KIRBY ROMINES, City Clerk



Agenda Item Form

Date of City Council Meeting	7/25/2023
Department	Police Department
Submitted by	Ray Shastid- Chief of Police
Phone	(479) 271-3170

Item Type: (Check Applicable Item Type)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☒ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Resolution for the Mayor and City Clerk to enter into a Memorandum of Understanding with the Bentonville School District, addressing the required components of an effective School Resource Officer (SRO) Program. Updated MOU reflects changes in billing and increase in overall SRO numbers. No Budget Adjustment is needed.					

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





School Resource Officer (SRO) Memorandum of Understanding

This Memorandum of Understanding (MOU) between the Bentonville Schools and Bentonville Police Department is executed on August 14, 2023.

This MOU provides for a written agreement between the Bentonville Schools and the Bentonville Police Department. It establishes the needed commitment and support from both institutions. It provides guidelines and policies relevant to the performance of the School Resource Officer (SRO). An SRO is a sworn law enforcement professional assigned to a public-school campus during the instructional day or employed by a school district. This MOU will serve as a document that SROs, school administration, the law enforcement agency, students, parents and/or caregivers may refer to for structure and accountability. This MOU shall be reviewed, updated, and signed annually by the administrations of the school district and the law enforcement agency. The school administration welcomes recommendations from all community stakeholders, including parents/caregivers, students, teachers, the assigned SRO, other law enforcement personnel, and members of the community. Nothing in this MOU should be construed as limiting or impeding the basic spirit of cooperation that exists between the school district, the law enforcement agency, and the local community.

I. Purpose

The purpose of the MOU is to establish the mission of the School Resource Officer program (SRO program), and provide for an understanding between the school district/open enrollment charter school and the law enforcement agency that the success of the SRO program is a cooperative effort. Additionally, the MOU clarifies roles and expectations of the SRO and formalizes the relationship between the school district and the law enforcement agency. Following the guidelines as established within the MOU will help in building a positive relationship between law enforcement officers, school staff, and students; support a safe and positive learning environment; and potentially decrease the number of youths formally referred to the juvenile justice system.

II. Mission

The mission of the School Resource Officer program is to promote school safety by establishing a safe, supportive, and orderly environment that maximizes collaboration for the enhancement of student learning and success.

III. Goals of the SRO Program

The SRO, SRO supervisor(s), and school officials will collaborate to reduce school violence by:

- a) Ensuring a safe learning environment for students, teachers, and staff.
- b) Fostering a positive school climate based on respect for all children and adults in the school.
- c) Creating partnerships with community stakeholders and other care providers in the community for the benefit of students, staff, and families.
- d) Reducing crime committed by and against youth on campus or in the community
- e) Establishing a trusted channel of communication with students, parents, and teachers through observation and engagement.
- f) Ensuring SROs serve as a positive role model to instill in students:
 1. Good moral standards,
 2. Respect for others, and
 3. Sincere concern for the school and community.

IV. Chain of Command

- a) A SRO shall be assigned to a school during the instructional day. During the hours that school is in regular session, the SRO may also be assigned additional responsibilities by the law enforcement agency in emergency type/critical incident situations that may require the SRO to leave campus. The law enforcement agency recognizes that removing an officer from the school campus causes difficulty in the school and will only do so when absolutely needed.
- b) The SRO operates under the supervision of the law enforcement agency. When a situation arises within the school that is determined to be criminal in nature, the SRO will notify his/her law enforcement agency supervisor and school administration.
- c) Minor offenses committed on school property can and often should be handled internally within the school without filing criminal charges. Each situation will have unique factors to consider. The SRO shall consult with a member of the school administration (superintendent or principal) concerning these types of offenses. Offenses, such as fighting or using vulgar language, that do not involve serious physical injury shall be considered school discipline issues and handled internally by school officials rather than law enforcement.

V. Roles and Responsibilities

This SRO program is intended to be unique to the community, based on input from the school district administration, teachers, faculty, students, families and community members.

- a) **SRO Roles** – The SRO Program is designed for the SRO to fulfill three overall roles: 1) Law Enforcement Officer; 2) Mentor/ Informal Counselor; (3) Educational Resource.
 1. Law Enforcement Officer Role
The SRO in this role provides public safety within the established school boundaries through motorized and foot patrol. The SRO collaborates with the school district administration in developing or updating emergency crisis/critical incident response plans

as well as plans for the training of students and staff on various issues. The SRO should establish himself/herself as a resource for students, teachers, parents, and other school staff, while maintaining his/her status as a law enforcement officer.

As a law enforcement professional, the SRO is certified to carry a firearm. SROs will follow their law enforcement agency protocol and policies for the use of force. A copy of the agency policies shall be attached to this MOU and incorporated by reference.

2. Mentor/Informal Counselor Role

One of the primary roles the SRO will fulfill is fostering a positive school climate through relationship building and crime prevention. The SRO will engage in various activities, in consultation with school administration, teachers, and students. He or she should strive to build a school culture of open communication and trust between and among students and school staff. The SRO should focus on getting to know students at the school, serving as a role model, and working with teachers and administrators to identify students who may be facing challenges at school (such as bullying), at home, or both, and need additional resources or attention to be successful in school.

3. Educational Resource

In this role, the SRO should participate in the school community by becoming a member of the educational team. This will provide the SRO a method to build positive relationships with students, their families, and school staff. Whether talking to students in the hallway, in the lunchroom, or delivering a presentation in the classroom, the SRO should become embedded in the education fabric within the school. Note that any and all presentation materials to be used in the classroom must first be approved in accordance with the districts selection of instructional materials policy.

4. Clarifications of the SRO's role in:

- Responding to Criminal Activity

A role of the SRO, as a law enforcement professional, is to enforce criminal and traffic laws. The SRO will have the authority under Arkansas law to issue warnings and use alternatives to arrest at their discretion.

- School Policy Violations

School faculty and staff, not the SRO, should always handle violations of the school student code of conduct or rules that are not criminal matters. SROs are not school disciplinarians, but rather licensed peace officers charged with enforcement of all applicable local, state and federal laws within their jurisdiction. The SRO should not directly intervene in disciplinary incidents unless the situation directly affects an imminent threat to the health, safety, and security of the student or another person in the school. When intervening, the SRO will employ de-escalation techniques as appropriate. The SRO will report school policy violations through the proper channels to be handled by school administration. In this regard, it is the responsibility of the SRO to become

familiar with the Student Handbook or Student Code of Conduct, but it is not the responsibility of the SRO to enforce the rules in these documents.

- **Locker, Vehicle, Personal, and Other Searches**

The SRO may conduct a search of a student's person, possessions, locker, or vehicle only where there is probable cause to believe the search will result in evidence that the student has committed or is committing a criminal offense. The SRO will not ask a school employee to conduct a search for law enforcement purposes. The SRO may perform searches independent of the school administration only during emergency situations and where criminal activity is suspected.

b) Primary Responsibilities

The primary responsibilities of the SRO in an SRO Program include, but are not limited to

1. Patrolling the campus by vehicle if necessary but primarily on foot to reduce/prevent crime and help to provide a safe and secure learning environment.
2. Serving as an educational resource, and as a liaison between the school and the law enforcement agency.
3. Developing and maintaining mutually respectful relationships with students and staff to support a positive school climate.
4. Preparing for and providing classroom instruction on a variety of relevant topics.
5. Being proactive in creating and taking advantage of educational situations. (Note: school administrators are encouraged to leverage this resource.)
6. Preparing initial police reports of crimes committed on campus.
7. Taking enforcement action on criminal matters involving students, when appropriate.
8. Attending school special events as needed.
9. Collecting and maintaining data on SRO activities (arrests, citations, educational programs, etc.)
10. Assisting the school safety coordinator or designated staff member in developing emergency response plans as well as strategies (such as training students and staff) to prevent and/or minimize dangerous events, such as an armed person(s) or active shooter on campus, hostage situations, student disturbances, and natural/man-made disasters.
11. Taking appropriate law enforcement action against individuals or unwanted guests who are at the school or a school function in accordance with the SRO's law enforcement authority.

VI. Physical Restraint or use of Chemical Aerosol Sprays

Except in the case of a clearly unavoidable emergency in which a trained member of school personnel is not immediately available due to the unforeseeable nature of the situation, the physical restraint of a student shall only be used by a member of school personnel who is appropriately trained to administer physical restraint.

- a) The SRO should not be involved in the physical restraint of a student unless:
 - 1. There is imminent danger of serious physical harm to the student or others; or
 - 2. The SRO has received the appropriate training on the use of physical restraint in accordance with Ark. Code Ann. § 6-18-2401 et seq. As a sworn law enforcement officer, the SRO may intervene to de-escalate situations.
- b) Physical intervention, including use of aerosol sprays, by the SRO will be undertaken in accordance with the law enforcement agency protocol and policies for the use of force. An SRO acting in the role of a school's behavioral intervention team member will respond in accordance with Ark. Code Ann. § 6-18-2401 et seq.
- c) Any use of force must be reported to the school administration and the SRO law enforcement supervisor. The rationale for the action must be fully documented by use of established reporting procedures, such as use of physical force to affect an arrest, or control a combative person.

VII. Limits on Interrogations and Arrests

- a) An SRO may participate in the questioning of a student about conduct that could result in criminal charges. In accordance with established law enforcement procedure, a student must be informed of their Miranda rights in age-appropriate language before being questioned; this must be done in the presence of a parent or guardian if the student is under the age of 18. The student's parent(s) or guardian(s) should be allowed sufficient time to arrive at the school to be present for this process.
- b) The Superintendent or other member of the school administration shall be notified if possible prior to an arrest of a student. The student's parent(s) or guardian(s) shall be notified of their student's arrest as soon as practical but always in a timely manner in accordance with Arkansas Law, including Ark. Code Ann. § 6-18-513.

VIII. Role in Truancy Issues

The SRO will not take an active role in truancy matters or in the tracking of truants. The SRO will act as a liaison between the school and law enforcement personnel should law enforcement involvement become necessary due to safety concerns and may assist in performing a safety or well-being check.

IX. Student Educational Records and FERPA

The school district and the law enforcement agency acknowledge the benefit of appropriate information sharing for improving the health and safety of students but also the importance of limits on the sharing of certain types of student information by school personnel. The school district and the law enforcement agency also acknowledge that there is a distinction between student information shared for law enforcement purposes and student information shared to support students and connect them with necessary mental health, community-based, and related services.

- a) In order to facilitate prompt and clear communications, the school district and the law enforcement agency acknowledge that the principal (or their designee) and the SRO are the primary points of contact for sharing student information in accordance with this Agreement.
- b) In accordance with the school district policy on privacy of student records and directory information, SRO's are generally considered "School Officials with a legitimate educational interest" IF the school designates the SRO as such in their FERPA policy.
- c) In addition to FERPA, the Parties agree to comply with all other state and federal laws and regulations regarding confidentiality, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA) if applicable.

X. Program Structure

The SRO Program will consist of a law enforcement officer certified within the state of Arkansas with a minimum of 2 years law enforcement experience who is an employee of the Bentonville Police Department. The SRO will be assigned by the head of the law enforcement agency to work within the Bentonville Schools, and will meet all requirements as set forth by Bentonville Schools.

XI. Selection and Financial Consideration

- a) The school district administration and the head of the law enforcement agency may establish specific procedures governing the selection of the SRO.
- b) The school district administration and the head of the law enforcement agency shall collaboratively establish the financial agreement necessary for the SRO program, including but not limited to salary, fringe benefits, training costs, and other foreseeable expenses for a 180 day period. Additional days may be billed for training upon mutual written agreement of both parties. The specific financial agreements for each SRO shall be identified in Appendix A. The assigned campus(es), hours on campus, day-to-day duties, extracurricular requirements, and activities during the summer should also be specified in Appendix A.

XII. Supplies/Equipment

In order to implement an effective SRO program and create a safe learning environment for students, the school district and law enforcement agency will work in partnership to provide necessary supplies and equipment specified in Appendix A, including but not limited to:

- a) A designated private office (at least one per program/campus);

- b) Standard office equipment (i.e. computer, phone, internet connection, etc.);
- c) Standard law enforcement equipment (i.e. radio, transportation, lethal/non-lethal weapon, etc.); and
- d) Additional supplies, resources, and equipment as needed (i.e. uniforms, safety/first aid supplies, instructional resources, etc.).

XIII. Training Requirements

a) The SRO shall complete:

- 1) The forty (40) hour Basic School Resource Officer course within eighteen (18) months of being assigned to the school district. This course must be developed and provided, or approved, by the Arkansas Center for School Safety.
- 2) Within five (5) years of receiving the initial Basic School Resource Officer training, a sixteen (16) hour School Resource Officer Refresher training developed and provided, or approved, by the Arkansas Center for School Safety.
- 3) Certification in Youth Mental Health First Aid, which must be maintained and renewed every four (4) years if the SRO remains assigned to a school district/open enrollment charter school.
- 4) Twelve (12) hours annually of public school-specific continuing education developed and provided, or approved, by the Arkansas Center for School Safety. Other training required shall include, without limitation:
 - the roles and responsibilities of school resource officers in school districts;
 - laws that are specific to school districts; and
 - adolescent behavior and development.
- 5) An SRO who fails to complete any required training shall be unable to serve as an SRO until the training is completed. (72 hours)

b) School District staff

- 1) A superintendent and principal who accept an SRO shall complete a one (1) hour School Resource Officer Roles and Responsibilities training developed and provided, or approved, by the Arkansas Center for School Safety, within nine (9) months of accepting the SRO.
- 2) Personnel directly responsible for supervising an SRO shall complete a one (1) hour School Resource Officer Roles and Responsibilities training developed and provided, or approved, by the Arkansas Center for School Safety within one (1) year of accepting the SRO and every two (2) years thereafter.
- 3) An SRO shall not be assigned to a school district where the superintendent and/or principal have not completed the required training.

XIV. Program Review

The SRO, school administration, and the assigned law enforcement agency supervisor will meet at least annually to determine the goals and objectives of the SRO program for the respective school. A written review of the SRO program should be conducted at least annually.

XV. SRO Evaluation

The SRO and his/her effectiveness shall be evaluated at the end of each school year. The evaluation shall include input from the school administration.

XVI. Termination of Agreement

Either party may terminate this agreement upon sixty (60) days written notice to the other party.

XVII. Modification

No modification of this MOU shall be valid or binding unless the modification is in writing, duly dated, and signed by both parties.

Executed this _____ day of _____, 20____.

<u>Bentonville Schools</u> By: _____ SUPERINTENDENT	<u>Bentonville Police Department</u> By: _____ HEAD OF LAW ENFORCEMENT AGENCY
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Appendix A

School Resource Officer (SRO) Financial Agreements, Duties, Assignments, and Other Staffing Details.

Please complete the information below for EACH SRO.

SRO NAME Officer #1

- 1. Financial Agreement Details** (To include salary, fringe benefits, training costs – mandated and additional, equipment and supplies cost, and other foreseeable expenses)

The law enforcement agency will invoice Bentonville Schools for the hours worked by officers. The rate of pay will be determined by calculating the average hourly cost of all officers assigned to the District. The average hourly cost will include the law enforcement agency's hourly rate, (1) hour vendor pay each hour worked over an 8 hour day, holiday hours, vacation and sick time accruals, training hours, cell phone, additional pays for certifications and special trainings, uniforms and boot allowance, additional benefits (LOPFI/FICA/Medicare/LTD) and insurances, workers compensation, vehicle insurance, maintenance, fuel, and depreciation. Each quarter a financial worksheet will be provided and updated reflecting any changes.

- 2. Campus(es) Assigned** (Including hours assigned to each campus)
Bentonville High School – 7:30 am to 4:30 pm

- 3. Extra-Curricular Activity Requirements**
Attending school related events as needed.

- 4. Summer Requirements and Payments**

Billing for the school is based on a 180 day work period. Additional days may be billed for training upon mutual written agreement of

both parties. Any summer activities will be billed at the current vendor rate for the City of Bentonville.

SRO NAME **Officer #2**

1. **Financial Agreement Details** (To include salary, fringe benefits, training costs – mandated and additional, equipment and supplies cost, and other foreseeable expenses)

The law enforcement agency will invoice Bentonville Schools for the hours worked by officers. The rate of pay will be determined by calculating the average hourly cost of all officers assigned to the District. The average hourly cost will include the law enforcement agency's hourly rate, (1) hour vendor pay each hour worked over an 8 hour day, holiday hours, vacation and sick time accruals, training hours, cell phone, additional pays for certifications and special trainings, uniforms and boot allowance, additional benefits (LOPFI/FICA/Medicare/LTD) and insurances, workers compensation, vehicle insurance, maintenance, fuel, and depreciation. Each quarter a financial worksheet will be provided and updated reflecting any changes.

2. **Campus(es) Assigned** (Including hours assigned to each campus)
Bentonville High School – 7:30 am to 4:30 pm
3. **Extra-Curricular Activity Requirements**
Attending school related events as needed.

4. **Summer Requirements and Payments**

Billing for the school is based on a 180 day work period. Additional days may be billed for training upon mutual written agreement of both parties. Any summer activities will be billed at the current vendor rate for the City of Bentonville.

SRO NAME **Officer #3**

1. **Financial Agreement Details** (To include salary, fringe benefits, training costs – mandated and additional, equipment and supplies cost, and other foreseeable expenses)

The law enforcement agency will invoice Bentonville Schools for the hours worked by officers. The rate of pay will be determined by calculating the average hourly cost of all officers assigned to the District. The average hourly cost will include the law enforcement agency's hourly rate, (1) hour vendor pay each hour worked over an 8 hour day, holiday hours, vacation and sick time accruals, training hours, cell phone, additional pays for certifications and special trainings, uniforms and boot allowance, additional benefits (LOPFI/FICA/Medicare/LTD) and insurances, workers compensation, vehicle insurance, maintenance, fuel, and depreciation. Each quarter a financial worksheet will be provided and updated reflecting any changes.

2. **Campus(es) Assigned** (Including hours assigned to each campus)
Fulbright Junior High School – 7:30 am to 4:30 pm

3. **Extra-Curricular Activity Requirements**
Attending school related events as needed.

4. **Summer Requirements and Payments**

Billing for the school is based on a 180 day work period. Additional days may be billed for training upon mutual written agreement of both parties. Any summer activities will be billed at the current vendor rate for the City of Bentonville.

SRO NAME**Officer #4**

1. **Financial Agreement Details** (To include salary, fringe benefits, training costs – mandated and additional, equipment and supplies cost, and other foreseeable expenses)

The law enforcement agency will invoice Bentonville Schools for the hours worked by officers. The rate of pay will be determined by calculating the average hourly cost of all officers assigned to the District. The average hourly cost will include the law enforcement agency's hourly rate, (1) hour vendor pay each hour worked over an 8 hour day, holiday hours, vacation and sick time accruals, training hours, cell phone, additional pays for certifications and special trainings, uniforms and boot allowance, additional benefits (LOPFI/FICA/Medicare/LTD) and insurances, workers compensation, vehicle insurance, maintenance, fuel, and depreciation. Each quarter a financial worksheet will be provided and updated reflecting any changes.

2. **Campus(es) Assigned** (Including hours assigned to each campus)
Washington Junior High School – 7:30 am to 4:30 pm

3. **Extra-Curricular Activity Requirements**
Attending school related events as needed.

4. **Summer Requirements and Payments**

Billing for the school is based on a 180 day work period. Additional days may be billed for training upon mutual written agreement of both parties. Any summer activities will be billed at the current vendor rate for the City of Bentonville.

SRO NAME **Officer #5**

1. **Financial Agreement Details** (To include salary, fringe benefits, training costs – mandated and additional, equipment and supplies cost, and other foreseeable expenses)

The law enforcement agency will invoice Bentonville Schools for the hours worked by officers. The rate of pay will be determined by calculating the average hourly cost of all officers assigned to the District. The average hourly cost will include the law enforcement agency's hourly rate, (1) hour vendor pay each hour worked over an 8 hour day, holiday hours, vacation and sick time accruals, training hours, cell phone, additional pays for certifications and special trainings, uniforms and boot allowance, additional benefits (LOPFI/FICA/Medicare/LTD) and insurances, workers compensation, vehicle insurance, maintenance, fuel, and depreciation. Each quarter a financial worksheet will be provided and updated reflecting any changes.

2. **Campus(es) Assigned** (Including hours assigned to each campus)
Lincoln Junior High School – 7:30 am to 4:30 pm

3. **Extra-Curricular Activity Requirements**
Attending school related events as needed.

4. **Summer Requirements and Payments**

Billing for the school is based on a 180 day work period. Additional days may be billed for training upon mutual written agreement of both parties. Any summer activities will be billed at the current vendor rate for the City of Bentonville.

SRO NAME **Officer #6**

5. **Financial Agreement Details** (To include salary, fringe benefits, training costs – mandated and additional, equipment and supplies cost, and other foreseeable expenses)

The law enforcement agency will invoice Bentonville Schools for the hours worked by officers. The rate of pay will be determined by calculating the average hourly cost of all officers assigned to the District. The average hourly cost will include the law enforcement agency's hourly rate, (1) hour vendor pay each hour worked over an 8 hour day, holiday hours, vacation and sick time accruals, training hours, cell phone, additional pays for certifications and special trainings, uniforms and boot allowance, additional benefits (LOPFI/FICA/Medicare/LTD) and insurances, workers compensation, vehicle insurance, maintenance, fuel, and depreciation. Each quarter a financial worksheet will be provided and updated reflecting any changes.

6. **Campus(es) Assigned** (Including hours assigned to each campus) Ardis Ann/Elm Tree on Mondays, Wednesdays, and Fridays and will alternate between Osage Creek/Creekside and Vaughn ES on Tuesdays and Thursdays. 7:00 am to 4:00 pm.

7. **Extra-Curricular Activity Requirements**
Attending school related events as needed.

8. **Summer Requirements and Payments**

Billing for the school is based on a 180 day work period. Additional days may be billed for training upon mutual written agreement of both parties. Any summer activities will be billed at the current vendor rate for the City of Bentonville.



Memorandum of Understanding

Bentonville Schools Access Key Cards August 14, 2023 – June 30, 2024

Bentonville Schools (District) welcomes support from Law Enforcement Agencies (LEAs). This Memorandum of Understanding is designed to maintain the security of District facilities and ensure the welfare and safety of the District's students and staff.

The agreement is executed between the District and Bentonville Police Department regarding the issuance of access key card(s) to open exterior facility doors throughout the District.

Responsibilities of the District

The District will provide access key card(s) to the LEA at no cost.

The District will configure the card(s) to open any Bentonville Schools facility exterior door with a key card access point 24 hours a day, seven days a week.

The District will provide the Access Key Card Sign-Out Page (Addendum A) for LEA employee(s) assigned to carry the card.

In the event the card is lost or otherwise compromised, the District will deactivate the card.

Responsibilities of the LEA

The LEA will use the access key card(s) for official, emergency use only. Official emergency use is any incident that requires immediate access to the District facility as a result of an exigent circumstance.

In the event a card is lost or otherwise compromised, the LEA will notify the District immediately by contacting the Director of Security at 479-254-5075 or 479-402-4464. If the LEA is unable to reach the Director of Security by phone, the LEA will contact the Director of Facilities at 479-254-5085 or 479-372-7170.

The LEA will maintain record and signature of employee(s) assigned to carry card(s) using the Access Key Card Sign-Out Page (Addendum A).

The LEA will update the Access Key Card Sign-Out Page when access key card assignments change.

The LEA will provide the current Access Key Card Sign-Out Page to the District immediately upon request by the District.

Terms and Termination

The terms of this agreement shall begin and be effective for the 2023-24 school year upon full execution or August 14, 2023, whichever is later, and terminates on June 30, 2024. Either party may terminate the agreement earlier without cause upon providing the other party with a 30-day written notice. The District also may terminate this agreement immediately in the event of a break of provisions by the LEA.

A new agreement for the 2023-24 school year will need to be signed by both parties and submitted to the District Director of Security no later than August 14, 2023, for the agreement to remain active.

Any modifications to this agreement must be mutually agreed upon by both parties and shall be made in writing.

Bentonville School District

Bentonville Police Department

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO
ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE
BENTONVILLE SCHOOL DISTRICT RELATED TO THE SCHOOL
RESOURCE OFFICER PROGRAM; AND FOR OTHER PURPOSES.**

WHEREAS, the Bentonville Public School District and the City of Bentonville recognize and acknowledge that the School Resource Officer Program is a valuable endeavor for the parties and the community; and

WHEREAS, the Bentonville Public School District and the City of Bentonville wish to enter into a Memorandum of Understanding as required by Arkansas Code §6-10-128(c) for school districts utilizing a law enforcement officer program.

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

Section 1: That the Mayor and Clerk should be and are hereby authorized to enter into a Memorandum of Understanding with the Bentonville Public School District related to the School Resource Officer Program;

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

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

PASSED and APPROVED this _____ day of _____, 2023.

APPROVED:

STEPHANIE ORMAN, Mayor

ATTEST:

KIRBY ROMINES, City Clerk



Agenda Item Form

Date of City Council Meeting	7/24/2023
Department	Police Department
Submitted by	Ray Shastid- Chief of Police
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):					
Resolution to approve a personnel increase to the Bentonville Police Department based on an additional School Resource Officer requested by the school district. No budget adjustment is needed.					

Estimated Cost	
Is this Item Budgeted?	☐ Yes ☒ No
If no, please explain how item will be funded (briefly explain in space below) :	
No budget adjustment needed- will use current salary, wages, and benefits remaining in 2024 budget	





MEMORANDUM

Police Department

TO: City Council and Mayor Stephanie Orman
FROM: Ray Shastid, Chief of Police
DATE: June 25, 2023
SUBJECT: Police Department Personnel Addition - School Recourse Officer

The Bentonville School District has requested one additional School Resource Officer for the fall 2023/2024 school year. The School Resource Officer program is funded by the Bentonville School District for a 10 month period to include all salary, wages, benefits, and any additional cost to the city. Billing is completed and reviewed quarterly.

This resolution also recognizes an overall increase in personnel to the Police Department numbers to 99 sworn, along with a separate budget adjustment and waiver of bid to provide one vehicle for the police department to backfill this position. This vehicle can be purchased from Superior Auto Group in Siloam Springs. The funding of this vehicle, including all equipment and up-fitting, amounts to approximately \$66,706.61. This estimate is based on a recent bid for 2023 Police Tahoe purchases (IFB-22-104). Funding comes from a recent insurance settlement check from ARML in the amount of \$27,425.00 and the remaining balance of \$39,281.61 from General Fund Reserves.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO APPROVE A PERSONNEL INCREASE TO THE BENTONVILLE POLICE DEPARTMENT, BASED ON AN ADDITIONAL SCHOOL RESOURCE OFFICER; AND FOR OTHER PURPOSES.

WHEREAS, the Bentonville Police Department proposes to add one (1) additional School Resource Officer for the upcoming 2023-2024 school year;

WHEREAS, the Bentonville School District has requested an additional officer in which they will fund for a ten-month period to include all salary, wages, benefits, and any additional cost to the City; and

WHEREAS, no budget adjustment is needed.

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

Section 1: The Mayor and City Clerk are authorized to approve a personnel increase to the Bentonville Police Department based on an additional School Resource Officer;

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

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

PASSED this _____ day of _____, 2023.

APPROVED:

ATTEST:

STEPHANIE ORMAN, Mayor

KIRBY ROMINES, City Clerk



Agenda Item Form

Date of City Council Meeting	7/25/2023
Department	Police Department
Submitted by	Ray Shastid- Chief of Police
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):					
Ordinance to approve a waiver of bid to purchase a 2023 Tahoe with upfitting from Superior Automotive Group in the amount of \$66,706.61, and a budget adjustment to provide one vehicle for the police department to support the new School Resource Officer position. Due to Superior honoring their previously submitted and awarded sealed bid price (IFB-22-104), it is not practical to solicit competitive bids. In order to purchase the unit immediately, an emergency clause is needed. A budget adjustment is needed.					

Estimated Cost	66,706.61
Is this Item Budgeted?	☐ Yes ☒ No
If no, please explain how item will be funded (briefly explain in space below) :	
ARML insurance check and General Fund Reserves.	





Budget Adjustment Request

Date of City Council Meeting	7/25/2023
Department	Police Department
Submitted by	Ray Shastid-Chief
Phone	(479) 271-3173

Purpose of Budget Adjustment <i>(Enter purpose in space below):</i>
To utilize funds received from a recent insurance settlement check from ARML in the amount of \$27,425.00, and General Fund, to provide one Chevrolet Tahoe for an additional School Resource Officer position.

General Ledger Account Information*				
Org (Department)	Object	Account Description	Revenue + (-)	Expense + (-)
102010	37520	Miscellaneous Income	\$ 27,425.00	
102010	47420	Vehicles		\$ 66,706.61
		Totals	\$ 27,425.00	\$ 66,706.61
		Net Impact on Fund Balance	\$ (39,281.61)	

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



www.bentonvillear.com

PLEASE RECYCLE



ORDINANCE NO. _____

AN ORDINANCE AMENDING THE 2023 BUDGET; AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH SUPERIOR AUTOMOTIVE GROUP, FOR AN ESTIMATED AMOUNT OF SIXTY-SIX THOUSAND SEVEN HUNDRED SIX DOLLARS AND SIXTY-ONE CENTS (\$66,706.61), FOR THE PURCHASE OF A 2023 CHEVROLET POLICE TAHOE INCLUDING ALL EQUIPMENT AND UP-FITTING FOR THE BENTONVILLE POLICE DEPARTMENT; WAIVING THE REQUIREMENT OF COMPETITIVE BIDDING; PROVIDING FOR THE EMERGENCY CLAUSE; AND FOR OTHER PURPOSES.

WHEREAS, the Bentonville Police Department proposes to add one (1) 2023 Chevrolet Police Tahoe to support the new School Resource Officer Position;

WHEREAS, this agreement will cover the purchase of one (1) 2023 Chevrolet Police Tahoe including all equipment and up-fitting based on a recent bid from Superior Auto Group (IFB-22-104);

WHEREAS, because Superior Auto Group has agreed to sell this vehicle at the previous bid price awarded for the eight (8) vehicles already purchased, it would be neither practical nor feasible to advertise for bids;

WHEREAS, the need to make this purchase is immediate; and

WHEREAS, a budget adjustment will be needed to fund this purchase.

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

Section 1: The Mayor and City Clerk are authorized to enter into an agreement with Superior Automotive Group, in the amount of sixty-six thousand seven hundred six dollars and sixty-one cents (\$66,706.61), to purchase a 2023 Chevrolet Police Tahoe including all equipment and up-fitting;

Section 2: Because Superior Automotive Group has agreed to honor a previous bid award price for this purchase, it is neither practical nor feasible to solicit competitive bids, that requirement is herein waived;

Section 3: The 2023 Budget is hereby amended to appropriate twenty-seven thousand four hundred twenty-five dollars (\$27,425.00) from Account #102010-37520-Miscellaneous Income into Account #102010-47420-Capital Vehicles. The 2023 Budget is further amended to appropriate thirty-nine thousand two hundred eighty-one dollars and sixty-one cents from General Fund Reserves into Account #102010-37520-Capital Vehicles for this purchase;

Section 4 - Emergency Clause: The need to make this purchase is immediate and an emergency is hereby declared to exist, and this Ordinance shall be in full force and effect from and after 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 of the City Council, or parts of the Ordinances of the City Council, in conflict herewith are hereby 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	7/25/2023
Department	Police Department
Submitted by	Ray Shastid- Chief of Police
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):					
Resolution to approve a budget adjustment in the amount of \$124,599.92 for funds received from an ARML insurance settlement claim. This claim is in reference to a hailstorm on April 15, 2023 where several police vehicles were damaged. A budget adjustment is needed to recognize funds.					

Estimated Cost	124,599.92
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	7/25/2023
Department	Police Department
Submitted by	Ray Shastid-Chief
Phone	(479) 271-3173

Purpose of Budget Adjustment <i>(Enter purpose in space below):</i> Budget Adjustment in the amount of \$124,599.92 and move these funds from miscellaneous income account (102010-37520) to vehicle repairs & maintenance account (102010-44420) to begin repairs on multiple police vehicles. This is not a budgeted item.

General Ledger Account Information*				
Org (Department)	Object	Account Description	Revenue + (-)	Expense + (-)
102010	37520	Miscellaneous Income	\$ 124,599.92	
102010	44420	Vehicle Repairs & Maintenance		\$ 124,599.92
		Totals	\$ 124,599.92	\$ 124,599.92
		Net Impact on Fund Balance	\$ -	

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



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PLEASE RECYCLE



RESOLUTION NO. _____

**A RESOLUTION AMENDING THE 2023 BUDGET TO RECOGNIZE AN
INSURANCE SETTLEMENT CLAIM FROM ARKANSAS MUNICIPAL
LEAGUE, IN THE AMOUNT OF ONE HUNDRED TWENTY-FOUR
THOUSAND FIVE HUNDRED NINETY-NINE DOLLARS AND NINETY-TWO
CENTS (\$124,599.92); AND FOR OTHER PURPOSES.**

WHEREAS, due to a hailstorm on April 15, 2023, several police vehicles were damaged;

WHEREAS, the Bentonville Police Department has received an insurance settlement claim from Arkansas Municipal League to begin repairs on damaged vehicles; and

WHEREAS, a budget adjustment will be needed recognizing settlement claim;

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

Section 1: The 2023 Budget is adjusted to recognize one hundred twenty-four thousand five hundred ninety-nine dollars and ninety-two cents (\$124,599.92) into Account #102010-37520 – Miscellaneous Income and appropriate the same to Account #102010-44420 – Vehicle Repairs & 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 Resolutions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED this _____ day of _____, 2023.

APPROVED:

ATTEST:

STEPHANIE ORMAN, MAYOR

KIRBY ROMINES, CITY CLERK



Agenda Item Form

Date of City Council Meeting	7/25/2023
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):					
Fire Department Staff and the City of Bentonville Code Review Committee recommend that the Council approve an ordinance to adopt the 2021 version of the Arkansas Fire Prevention Codes (volumes I, II, and III) with City of Bentonville Amendments and state adopted codes. These include the following: •2021 Arkansas Fire Prevention Code (volumes I, II, and III) with City of Bentonville Amendments •2021 Arkansas Mechanical Code •2020 National Electric Code, with City of Bentonville Amendments •2018 Arkansas Plumbing Code •2018 Arkansas Fuel Gas Code •2014 Arkansas Energy Code Emergency Clause. No Budget Adjustment is needed.					

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



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PLEASE RECYCLE





Inter-office Memorandum

To: Mayor Orman and City Council
From: Justin Scantlin, Fire Chief
CC: Camille Thompson, Staff Attorney
Date: 7/25/2023
Re: Adoption of the 2021 Arkansas Fire Prevention Code and Arkansas State Adopted Codes

Fire Department Staff and the City of Bentonville Code Review Committee is requesting Council to approve an ordinance to adopt the 2021 version of the Arkansas Fire Prevention Code (volumes I, II, and III) with City of Bentonville Amendments and state adopted codes. This includes the following:

- 2021 Arkansas Fire Prevention Code (volumes I, II, and III) with City of Bentonville Amendments
- 2021 Arkansas Mechanical Code
- 2020 National Electric Code, with City of Bentonville Amendments
- 2018 Arkansas Plumbing Code
- 2018 Arkansas Fuel Gas Code
- 2014 Arkansas Energy Code

This item was tabled from the July 11th meeting due to needing to make some clarifications to a few codes.

Thank you for your consideration.

**City of Bentonville Amendments
to the 2021 Arkansas Fire Prevention Code Volume I**

**Sections listed in this document shall replace or amend sections with the same number in the
2021 Arkansas Fire Prevention Code Volume I**

106 Construction documents. Construction documents shall be in accordance with this section.

106.1 Submittals. Construction documents and supporting data shall be submitted electronically following the procedures outlined on the City of Bentonville’s website. The construction documents shall be prepared by a registered design professional where required by the statutes of the jurisdiction in which the project is to be constructed.

Exception: The fire code official is authorized to waive the submission of construction documents and supporting data not required to be prepared by a registered design professional if it is found that the nature of the work applied for is such that review of construction documents is not necessary to obtain compliance with this code.

107.7 Reinspection fees. Reinspection fees shall be paid in accordance with 107.7.1 and 107.7.2

107.7.1 Reinspection fees for existing buildings and businesses. When violations of this code are issued, the building or business owner shall be assessed a reinspection fee if the violation exists after the first reinspection. All fees shall be paid within 30 calendar days of notice, to comply with this code.

107.7.2 Reinspection fees for construction permits. Any inspection of work that does not comply with this code shall be assessed a reinspection fee. All fees shall comply with 107.2.1

107.2.1 Schedule of permit fees. A fee for each permit shall be paid before final approval is obtained, in accordance with the schedule as established by The City of Bentonville.

107.8 Plan review resubmittal fee. A plan review resubmittal fee shall be assessed to the permit applicant if plans are required to be resubmitted by the fire code official due to non-compliance of this code.

Exception: The fire code official is authorized to request a revision in accordance with 107.9 if violations are minor and can be corrected with amendments to the original plan set.

107.9 Plan review revision fee. A plan review revision fee shall be assessed to the permit applicant if plans are revised after the fire code official has reviewed the original plans.

305.5 Combustible ground cover. *In commercial and multifamily occupancies*, combustible ground cover such as wood, mulch, pine needles, combustible rubber etc. shall not be used within 30 feet of combustible construction. Alternatives like gravel, rock, decomposed granite or other similar *approved* materials shall be utilized.

307.4.1 Bonfires. A bonfire shall not be conducted within 100 feet of a structure or combustible material unless the fire is contained in a barbecue pit. Conditions which could cause a fire to spread within 100 feet of a structure shall be eliminated prior to ignition.

307.4.5 Controlled burning. Controlled burning, for the purpose of clearing land shall be allowed at the discretion of fire department officials with the issuance of a burn permit, subject to the following guidelines:

- (1) Wind cannot exceed ten miles per hour.
- (2) Burn piles or bonfires shall not be located within 100 feet of any structure or highway.
- (3) Material must be extinguished completely by dark, or a representative of the landowner must be on site all night to fire watch.
- (4) Fire must be controllable by the person on-site with water or heavy equipment.
- (5) Surrounding properties must be considered. Permits will not be issued for properties in high hazard areas or high population areas, such as apartment complexes, hospitals, schools, etc.
- (6) Final determination will be up to the AHJ based upon geographical locations or situational hazards.

307.4.6 Prohibited burning of yard debris. The burning of yard debris shall be prohibited at all times. Exception: Property that is zoned agricultural or residential estate and properly permitted.

307.4.7 Permanent outdoor fireplaces. A building permit must be obtained prior to building or installing permanent outdoor fireplaces in the City of Bentonville. The location, construction, safeguards, etc. must be approved by the Bentonville Fire Department prior to use.

3.7.4.7.1 Definition. An outdoor fireplace is defined as a permanent outdoor structure for burning that has a chimney. Fire rings, pits and portable devices such as chimineas are regulated as open burning by the Arkansas Fire Prevention Code and do not require a permit.

3.7.4.7.2 Location. Location must be in compliance with the currently adopted Arkansas Fire Prevention Codes. No portion of the fireplace can be within 5 feet of any property line or public way. The fireplace discharge cannot be within 10 feet of a building or structure. Discharges shall not be less than 3 feet above any roofs or adjacent structures.

3.7.4.7.3 Construction. Construction must be in compliance with the currently adopted Arkansas Fire Prevention Codes.

3.7.4.7.4 Safeguards. Safeguards must be in compliance with the currently adopted Arkansas Fire Prevention Codes. A spark arrestor shall be in place at the fireplace discharge at all times. The firebox shall have an enclosure.

307.6 Commercial fire pit and fireplace safeguards. A fire pit or fireplace located in an area considered commercial, or multi-family residential, shall adhere to the requirements of the Arkansas Fire Prevention Code and also this section.

307.6.1 Fire extinguisher. An approved ABC fire extinguisher must be located within 50 feet, in an approved location, and accessible at all times.

307.6.2 Emergency shutdown. An emergency shut down shall be located within 50 feet of appliance, in an approved location, and accessible at all times. The emergency shutdown shall have approved signage installed adjacent to it.

307.6.3 Flameout protection. Fuel fired fire pits and fireplaces must be equipped with flame safeguard protection.

307.6.4 Gas valve location. A gas shutoff valve must be located within 6 feet of the appliance (AFGC), in an approved location.

307.6.5 Operation. A competent person must be in control of the appliance at all times.

307.6.6 Location. ~~A commercial fire pit or fireplace is considered a recreational fire and shall not be conducted within 25 feet of a structure or combustible material. Conditions that could cause a fire to spread within 25 feet of a structure shall be eliminated prior to ignition.~~

A commercial, or multifamily residential, fire pit shall be located in an approved location, and not be within 10 feet of combustible construction.

319 Mobile Food Preparation Vehicles.

319.1 General. Mobile food preparation vehicles that are equipped with appliances that produce smoke or grease laden vapors shall comply with this section.

319.1.1 Mobile food preparation vehicles will be required to be in compliance with all applicable sections of the Arkansas Fire Prevention Code as well as requirements of referenced Standards in this Code.

319.2 Permit required. Permits shall be required as set forth in Section 105.5.

319.2.1 The City of Bentonville requires a permit be obtained prior to operation within the city.

319.2.2 An annual fire inspection conducted by, or acceptable to, the Bentonville Fire Department will be required to operate in the city.

319.3 Exhaust hood. Cooking equipment that produces grease-laden vapors shall be provided with a kitchen exhaust hood in accordance with Section 606.

319.3.1 Kitchen exhaust hood requirement. As of ~~1/1/2024~~ **8/1/2024** all mobile food preparation vehicles operating in the City Of Bentonville that produce grease laden vapors through the cooking process are required to have a kitchen exhaust hood installed and operational.

319.4 Fire protection. Fire protection shall be provided in accordance with Sections 319.4.1 and 319.4.2.

319.4.1 Fire protection for cooking equipment. Cooking equipment shall be protected by automatic fire extinguishing systems in accordance with Section 904.13.

319.4.2 Fire extinguisher. Portable fire extinguishers shall be provided in accordance with Section 906.4.

319.5 Appliance connection to fuel supply piping. Gas cooking appliances shall be secured in place and connected to fuel-supply piping with an appliance connector complying with ANSI Z21.69/CSA 6.16. The connector installation shall be configured in accordance with the manufacturer's installation instructions. Movement of appliances shall be limited by restraining devices installed in accordance with the connector and appliance manufacturer's instructions.

319.6 Cooking oil storage containers. Cooking oil storage containers within mobile food preparation vehicles shall have a maximum aggregate volume not more than 120 gallons (454 L), and shall be stored in such a way as to not be toppled or damaged during transport.

319.7 Cooking oil storage tanks. Cooking oil storage tanks within mobile food preparation vehicles shall comply with Sections 319.7.1 through 319.7.5.2.

319.7.1 Metallic storage tanks. Metallic cooking oil storage tanks shall be listed in accordance with UL 80 or UL 142, and shall be installed in accordance with the tank manufacturer's instructions.

319.7.2 Nonmetallic storage tanks. Nonmetallic cooking oil storage tanks shall be installed in accordance with the tank manufacturer's instructions and shall comply with both of the following:

1. Tanks shall be listed for use with cooking oil, including maximum temperature to which the tank will be exposed during use.

2. Tank capacity shall not exceed 200 gallons (757L) per tank.

319.7.3 Cooking oil storage system components. Metallic and nonmetallic cooking oil storage system components shall include, but are not limited to, piping, connections, fittings, valves, tubing, hose, pumps, vents and other related components used for the transfer of cooking oil.

319.7.4 Design criteria. The design, fabrication and assembly of system components shall be suitable for the working pressures, temperatures and structural stresses to be encountered by the components.

319.7.5 Tank venting. Normal and emergency venting shall be provided for cooking oil storage tanks.

319.7.5.1 Normal vents. Normal vents shall be located above the maximum normal liquid line, and shall have a minimum effective area not smaller than the largest filling or withdrawal connection. Normal vents are not required to vent to the exterior.

319.7.5.2 Emergency vents. Emergency relief vents shall be located above the maximum normal liquid line, and shall be in the form of a device or devices that will relieve excessive internal pressure caused by an exposure fire. For nonmetallic tanks, the emergency relief vent shall be allowed to be in the form of construction. Emergency vents are not required to discharge to the exterior.

319.8 LP-gas systems. Where LP-gas systems provide fuel for cooking appliances, such systems shall comply with Chapter 61 and Sections 319.8.1 through 319.8.5.

319.8.1 Maximum aggregate volume. The maximum aggregate capacity of LP-gas containers transported on the vehicle and used to fuel cooking appliances only shall not exceed 200 pounds (91 kg) propane capacity.

319.8.2 Protection of container. LP-gas containers installed on the vehicle shall be securely mounted and restrained to prevent movement.

319.8.3 LP-gas container construction. LP-gas containers shall be manufactured in compliance with the requirements of NFPA 58.

319.8.4 Protection of system piping. LP-gas system piping, including valves and fittings, shall be adequately protected to prevent tampering, impact damage, and damage from vibration.

319.8.5 LP-gas alarms. A listed LP-gas alarm shall be installed within the vehicle in the vicinity of LP-gas

system components, in accordance with the manufacturer's instructions.

319.9 CNG systems. Where CNG systems provide fuel for cooking appliances, such systems shall comply with Sections 319.9.1 through 319.9.4.

319.9.1 CNG containers supplying only cooking fuel. CNG containers installed solely to provide fuel for cooking purposes shall be in accordance with Sections 319.9.1.1 through 319.9.1.3.

319.9.1.1 Maximum aggregate volume. The maximum aggregate capacity of CNG containers transported on the vehicle shall not exceed 1,300 pounds (590 kg) water capacity.

319.9.1.2 Protection of container. CNG containers shall be securely mounted and restrained to prevent movement. Containers shall not be installed in locations subject to a direct vehicle impact.

319.9.1.3 CNG container construction. CNG containers shall be an NGV-2 cylinder.

319.9.2 CNG containers supplying transportation and cooking fuel. Where CNG containers and systems are used to supply fuel for cooking purposes in addition to being used for transportation fuel, the installation shall be in accordance with NFPA 52.

319.9.3 Protection of system piping. CNG system piping, including valves and fittings, shall be adequately protected to prevent tampering, impact damage and damage from vibration.

319.9.4 Methane alarms. A listed methane gas alarm shall be installed within the vehicle in accordance with manufacturer's instructions.

319.10 Maintenance. Maintenance of systems on mobile food preparation vehicles shall be in accordance with Sections 319.10.1 through 319.10.3.

319.10.1 Exhaust system. The exhaust system, including hood, grease-removal devices, fans, ducts and other appurtenances, shall be inspected and cleaned in accordance with Section 606.3.

319.10.2 Fire protection systems and devices. Fire protection systems and devices shall be maintained in accordance with Section 901.6.

319.10.3 Fuel gas systems. LP-gas containers installed on the vehicle and fuel-gas piping systems shall be inspected annually by an approved inspection agency or a company that is registered with the US Department of Transportation to requalify LP-gas cylinders, to ensure that system components are free from damage, suitable for the intended service and not subject to leaking. CNG containers shall be inspected every 3 years in a qualified service facility. CNG containers shall not be used past their expiration date as listed on the manufacturer's container label. Upon satisfactory inspection, the approved inspection agency shall affix a tag on the fuel gas system or within the vehicle indicating the name of the inspection agency and the date of satisfactory inspection.

319.10.4 Marking. A)-Individual containers, cartons, tanks, packages and emergency shut-off means shall be conspicuously marked or labeled in an approved manner.

319.10.5 Disposal. Hazardous materials or liquids shall be disposed of in the proper manner. They shall not be released into any un-approved refuse dumpster, sewer, storm drain, ditch, drainage canal, creek, stream, river, lake or tidal water or on the ground, sidewalk, street, highway or into the atmosphere.

319.11 Electrical. Electrical systems shall comply with this section, NFPA 70 and any other applicable Codes and Standards.

319.11.1 Extension cords. Extension cords shall be plugged directly into an approved receptacle except for approved multi plug extension cords and shall serve only one portable appliance. No "pigtailed", splicing or "daisy chaining".

1. The ampacity of the extension cords shall not be less than the rated capacity of the portable appliance supplied by the cord. (Never can a small cord supply a larger)
2. Extension cords shall be maintained in good condition without splices, deterioration or damage.
3. Extension cords shall be grounded when serving grounded portable appliances.
4. Extension cords shall be plugged into Ground Fault protected outlets, be protected with Ground Fault protection breakers, or other listed and approved portable Ground fault type protection devices shall be utilized.
5. Where power and extension cords must be located in a vehicle or foot traffic area they must be protected from physical damage and from becoming a tripping hazard; power cords shall be installed overhead at approved height and/or run through a PVC conduit or commercial wire chase/bridge type protection device. Use of carpets, tape or equivalent is prohibited.
6. All electrical cords shall be U.L. listed electrical cords rated for outdoors use. NO HOUSEHOLD OR NON-WEATHER TIGHT POWER CORDS OR ELECTRICAL OUTLETS WILL BE PERMITTED. All electrical wiring and devices shall be in compliance with the National Electrical Code

Power Cord Chart

Maximum Load: up to 20amps shall have no longer than 100 ft, #12 AWG cord

Maximum Load: up to 30amps shall have no longer than 50 ft, #10 AWG cord

Maximum Load: Greater than 30 amps shall require licensed electrician to submit for approval to the Bentonville Fire Department and install approved power supply.

319.11.2 Junction boxes. Open junction boxes and open-wiring splices shall be prohibited. Approved covers shall be provided for all switch and electrical outlet boxes.

319.11.3 Generators. All commercial generators must be grounded with a 6ga copper wire terminated to an 8' copper rod driven into earth. Alternatives to this grounding must be approved by a licensed electrician and submitted to the Bentonville Fire Marshal division for approval. Small portable generators must only be located on earth unless an alternative NEC approved grounding method is provided via a licensed electrician and approved before use.

319.11.4 Egress and location. Mobile food preparation vehicles shall comply with this section in regards to egress and location.

1. Maintain a 10 ft clearance in all directions from any structure and any other mobile food preparation vehicle.
2. Shall not be located under an awning/canopy attached to any other building or other mobile food preparation vehicles.
3. Shall not obstruct or adversely impact any fire protection feature, from any building or other mobile food preparation vehicles. (ie: hydrants, sprinkler FDCs, etc.)

Section 322

Use and sale of fireworks and other explosives.

322.1 Unlawful selling or discharge. It shall be unlawful for any person to sell or engage in shooting firecrackers, torpedoes, sky lanterns and skyrockets or to discharge any other explosives in the city.

Exception:

- ~~1. Businesses engaged in the wholesale or retail sale of fireworks as specifically located within those areas annexed to the city after July 4, 1983. Said use shall be restricted to **comply with current city ordinance after July 4, 1983.** the manner and location wherein said sale was occurring on that date.~~
2. Consumer fireworks, except for bottle rockets, skyrockets, sky lanterns and any firework that is mounted to and flies on a stick, may be discharged on private property on the dates of July 3 and 4 of each year, between the hours of 12:00 noon and 12:00 midnight. However, as set forth in 319.3 of this section, the fire chief shall have the authority to prohibit the use of fireworks on such dates based on fire conditions.
3. Organized fireworks displays may be conducted pursuant to a permit issued by the fire official in accordance with the state fire prevention code.
4. The use of explosive materials may be conducted pursuant to a permit issued by the fire official in accordance with the state fire prevention code. Application for permits shall be made in writing at least ten days in advance.

322.2 Unlawful possession of fireworks and explosives. No person shall bring into a park, or have in their possession, or set off or otherwise cause to explode in a park, any firecrackers, torpedoes, rockets or other fireworks or explosives, or discharge them or throw them into any park area from land or a

highway adjacent there to. This section shall not apply to fireworks displays lawfully authorized by the fire official pursuant to this Code.

322.3 Authority to prohibit consumer use and display. The display and/or consumer use of fireworks may be prohibited by the fire chief at any time based on fire conditions.

503.3.1 Fire apparatus access road curb markings. Fire lane curbs shall be painted red and marked with the words “NO PARKING FIRE LANE” at intervals of every 25 feet. The markings shall be no more than 10 feet from each end of the curb. The curb shall be fully painted, or the ground adjacent shall be marked in red no less than 6 inches in width. Lettering shall be 4 inches in height with a 1 inch brush stroke and painted in white.

503.6.1 Gate emergency operation. Emergency access shall be provided for security gates. Security gate emergency operation shall be via siren activation. In addition to the siren activation, a Knox box shall be mounted at the gate with an emergency override switch. The Knox box location shall be installed in an approved location. The siren activation will be tested by the Bentonville Fire Department prior to the gate being secured.

505.1 Address identification. New and existing buildings shall be provided with approved address identification. The address identification shall be legible and placed in a position that is visible from the street or road fronting the property. Address identification characters shall contrast with their background. Address numbers shall be Arabic numbers or alphabetical letters. Numbers shall not be spelled out. Each character shall be not less than 6 inches high with a minimum stroke width of 1 inch when the building is located within 100 feet of the street. 2 inches of number height will be added for every additional 100 feet from the street **up to a maximum required size of 12 inches in height**. Where required by the fire code official, address identification shall be provided in additional approved locations to facilitate emergency response. Where access is by means of a private road and the building cannot be viewed from the public way, a monument, pole or other sign or means shall be used to identify the structure. Address identification shall be maintained.

506.1.3 Approved key box. The approved key box in the City of Bentonville shall be Knox brand. The Knox box shall be installed at a height between 48” and 66” above ground level in an approved location by the AHJ. Keys shall be kept current. A Knox elevator box will be required in buildings with elevators in an approved location by the AHJ.

509.3 Exterior means of electrical disconnect. The means of service disconnection, either manual or a shunt trip with a locking device properly labeled on the supply breaker, for each metered tenant or metering location shall be installed at a readily accessible location outside the building or structure and within a line of sight of the source device.

509.3.1 Labeling. The service equipment shall be labeled with the correct address using an engraved phenolic label.

509.3.2 Disconnect arrangement. Where a building or structure has multiple tenants, either residential or commercial, the meters and service disconnects shall be grouped together in one location on the same exterior wall.

Exception: On commercial buildings where the Bentonville Fire Department and the Bentonville Electric Utility Department agree that the development would be better served by separating the service locations.

509.3.3 Generator disconnects. An emergency generator must have a separate external disconnect, either manual or a shunt trip with a locking device properly labeled on the supply breaker, grouped with all other external disconnects.

509.3.4 Fire pump disconnects. A fire pump must have a separate external disconnect, with a locking device properly labeled on the supply breaker, per NFPA 20.

604.6.1.1 Elevator key location. Keys shall be kept adjacent to the elevator in a Knox brand elevator box in an approved location.

901.2 Construction documents. The fire code official shall have the authority to require construction documents and calculations for all fire protection systems and to require permits be issued for the installation, rehabilitation or modification of any fire protection system. Construction documents for fire protection systems shall be submitted for review and approval prior to system installation. All submittals should follow the procedures outlined by the City Of Bentonville. Approved submittal procedures shall be located on the City Of Bentonville website.

901.6.3 Records. Records of all system inspections, tests and maintenance required by the referenced standards shall be maintained on the premises for a minimum of three years and shall be submitted upon completion to the Bentonville Fire Department approved online record retention database.

905.3.9 Group R1 and R2. All Group R1 and R2 occupancies equipped with standpipes shall be automatic wet.

907.1.2 Fire alarm shop drawings. Shop drawings for fire alarm systems shall be prepared in accordance with NFPA 72 and submitted for review and approval prior to system installation. Final as-built drawings shall be submitted as required by the authority having jurisdiction. Shop drawings shall include, but not be limited to, all of the following:

9.1 The City of Bentonville shall require shop drawings use NFPA 170 symbols.

907.1.4 Exterior alarm notification. All new fire alarm systems shall be equipped with an exterior visual notification device that is activated upon general fire alarm. This device shall be located near the main entrance of the structure at a height not less than 10 feet above the adjacent parking surface. This requirement shall not be used as a substitute for any other exterior notification requirements.

Exceptions:

When the main entrance is not visible from a public way, the AHJ shall approve an alternate location.

When the height of a structure prohibits the device from being mounted at 10 feet or above, the device shall be mounted at the highest point of the exterior wall.

907.2.8 Group R-1. Fire alarm systems with automatic smoke detection shall be installed in Group R-1 occupancies.

907.2.8.1 Manual fire alarm system. A manual fire alarm system that activates the occupant notification system in accordance with Section 907.5 shall be installed in Group R-1 occupancies.

907.2.8.1 Exception 1 removed

907.2.8.2 Automatic smoke detection system. An automatic smoke detection system that activates the occupant notification system in accordance with Section 907.5 shall be installed throughout all sleeping units and interior corridors serving sleeping units.

907.2.8.2 Exception removed

907.2.8.3 Removed

907.2.9 Group R-2. Fire alarm systems with automatic smoke detection shall be installed in Group R-2 occupancies as required in Sections 907.2.9.1 and 907.2.9.3.

907.2.9.1 Manual fire alarm system. A manual fire alarm system that activates the occupant notification system in accordance with Section 907.5 shall be installed in Group R-2 occupancies.

907.2.9.1 Criteria 1,2, and 3 removed

907.2.9.1 Exception 1 and 3 removed

907.2.9.2 Removed

907.2.9.2 Automatic smoke detection system. An automatic smoke detection system that activates the occupant notification system in accordance with Section 907.5 shall be installed throughout all sleeping units and interior corridors serving sleeping units. Notification shall sound where:

1. Automatic smoke detectors in dwellings shall sound throughout the individual unit when activated from inside the dwelling unit. This shall send a supervisory signal to the fire alarm panel.
2. Waterflow shall initiate general alarm at the fire alarm panel and sound throughout sleeping units and in corridors.
3. Manual pull station activation shall initiate general alarm at the fire alarm panel and sound throughout sleeping units and in corridors.

907.6.5.3 Fire alarm communication technologies. Two different approved technologies must be used for communication between fire alarm systems and central station monitoring companies.

Exception: The AHJ shall have the authority to approve a single form of communication on non-required fire alarm systems.

912.2 Location. With respect to hydrants, driveways, buildings and landscaping, fire department connections shall be so located that fire apparatus and hose connected to supply the system will not obstruct access to the buildings for other fire apparatus. The location of fire department connections shall be approved by the fire code official. Fire department connections shall be located within 100 feet of a fire hydrant.

Chapter 41

Special Amusement Buildings

Section 4101 General

4101.1 Scope These regulations shall apply to temporary special amusement buildings, haunted houses, ghost walks or similar operations where combustible decorative material and/or confusing layouts, sounds and/or visual effects are present. Any event that is conducted completely outdoors, under open air, is not part of the scope of this document.

4101.2 Regulations not covered. Regulations not specifically contained herein pertaining to special amusement buildings, haunted houses, ghost walks or similar operations shall be in accordance with nationally recognized standards and the provisions of the currently adopted Arkansas Fire Prevention Code Volume II Building.

4101.3 Permits. Permits shall be required as set forth in Sections 105.5

Section 4102 Definitions

4102.1 Definitions The following terms are defined in Chapter 2:

DECORATIVE MATERIALS
PUZZLE ROOM
SPECIAL AMUSEMENT AREA

The following are special definitions:

Ghost Walk: Inside and outside portions where egress to a public way is similar to the haunted house and may include obscured or limited.

Temporary Special Amusement Area: A temporary or permanent building, structure or portion thereof, which contains a system that transports passengers or provides a walkway along, around or over a course in any direction as a form of amusement arranged so that the egress path is not readily apparent due to visual or audio distraction or an internally confounded egress path, or is not readily available because of the mode of conveyance through the building or structure. A temporary attraction shall not be in operation more than 15 days in a calendar year. Requests for extended periods of operation can be submitted to the AHJ for review and approval.

Section 4103 General Requirements

4103.1 Emergency Planning

4103.1.1 Emergency services information. A current emergency contact list shall be provided to the fire department and Bentonville dispatch center with all stake holders involved in the event. An accurate floor plan shall also be provided including: total square footage of attraction, emergency vehicle access plan, emergency access points, egress points (with dimensions), normal directional travel legend, location of electrical control panels, lighting and effects control switchgear, all fire/safety related equipment (fire extinguishers, emergency/exit lights, first aid kits, smoke/heat detection, etc.), and any specialty effect which may pose specific challenge during emergency operations.

4103.1.2 Staff briefing. A safety briefing including a fire drill shall be conducted on a nightly basis for all staff members involved in the event.

Briefing shall include at a minimum:

1. Location of all exits/egress components
2. Emergency procedures and “walk through” of fire alarm, communication systems, lighting controls, special effects, fire department access, and emergency evacuation rally points.
3. Keeping emergency access ways clear for Fire, EMS, and Law Enforcement

4103.1.3 Fire Watch. The fire code official shall have the right to require placement of an equipped Bentonville firefighter on fire watch at the establishment and shall pay the City in advance for the expense of the firefighter at the standard overtime rate set by the City of Bentonville. The firefighter shall participate in each nightly safety briefing along with staff.

4103.2 Operational Requirements All buildings and/or facilities regulated by this Chapter shall comply with the following:

1. Occupancy limit within the building shall not exceed 49 (Including Staff) and shall be posted at the ticket sales counter and above main entry into the attraction.
2. No Smoking and No Open Flame signs shall be posted in ticket sales area, all waiting areas and any other areas of the attraction required by the code official.
3. Groups shall be limited to 8 customers with a lead escort and follow escort provided for every group, escorts shall be equipped with emergency flashlights on person with a communication method supplied also.
4. All staff personnel shall carry flash lights on their person at all times the attraction is operational.
5. All staff shall be required to participate annually in a fire extinguisher training course to include a hands-on use segment.
6. An approved method shall be provided to shut down special effects (smoke machines, noise effects, lighting effects, etc.) and return “house lighting” to illuminate maze including all egress components in event of emergency.
7. An approved P.A. system shall be provided to notify occupants and staff in the event of an emergency.
8. A safety briefing shall be conducted prior to the start of each nights activity
9. Fire extinguisher locations shall be marked with reflective tape at top and bottom of canister or with a surrounding box of reflective tape and be clearly visible.
10. Walls and dividers shall be of a sheetrock or similar fire resistive construction, (no combustibles, cardboard, paper covered, wood paneling, foam board, etc.)
11. All decorative materials (decorations, drapes, backdrops, props, etc) shall either be inherently flame retardant and smoke production limited; labeled as such or shall be treated with a registered flame retardant material per manufacturers recommendations and proof shall be provided.
12. If a material is treated by user, a container and receipt will serve as proof.
(Note: A flame test may be required by the fire code official at the user’s expense)
13. “Dry Harvest type” decorations shall not be allowed inside the structure.
(Straw/hay bales, cornstalks, dry branches, etc.)
14. If “Black Plastic” is used in the attraction, it must be fire resistive type and proof of type will be required to be kept with the material.
15. All tunnel type structures within the attraction shall be submitted for review prior to construction and shall be of approved materials only.

16. Extension cords shall not be allowed, except for UL listed power strips with over current protection. They shall be plugged directly into an outlet and not plugged into one another.
17. Any cords which are in "foot traffic" areas must be eliminated or protected with an approved "bridge" type device and secured to minimize trip hazard.
18. Portable heaters are prohibited
19. Smoke effect machines and other heat producing devices shall be "caged" to maintain manufactures recommended clearances.
20. Good housekeeping practices shall be maintained throughout the exhibit and accessory areas

Appendix C

C103.3.1 Specific Maximum Hydrant Spacing. Fire hydrants shall be installed so that no distance shall be greater than 500 feet apart within residential areas and 300 feet apart in commercial, multi-family residential and mixed developments or as directed by the fire department during plan review. Where new water mains are extended along streets where hydrants are not needed for protection of structures or similar fire problems, fire hydrants shall be provided at spacing not to exceed 1,000 feet to provide for transportation hazards.

Exception: When any distance listed in Table C102.1 is less than distances listed in C102.1, Table C102.1 establishes the maximum hydrant spacing. Regardless of the average spacing, fire hydrants shall be located such that all points on streets and access roads adjacent to a building are within the distances listed in Table C102.1.

APPENDIX I

FIRE PROTECTION SYSTEMS—NONCOMPLIANT CONDITIONS

SECTION I101 NONCOMPLIANT CONDITIONS

I101.1 General. This appendix is intended to identify conditions that can occur where fire protection systems are not properly maintained or components have been damaged. This appendix is not intended to provide comprehensive inspection, testing and maintenance requirements, which are found in NFPA 10, 25 and 72. Rather, it is intended to identify problems that are readily observable during fire inspections.

I101.2 Noncompliant conditions requiring component replacement. The following conditions shall be deemed noncompliant and shall cause the related component(s) to be replaced to comply with the provisions of this code:

1. Sprinkler heads having any of the following conditions:
 - 1.1. Signs of leakage.
 - 1.2. Paint or other ornamentation that is not factory applied.
 - 1.3. Evidence of corrosion including, but not limited to, discoloration or rust.
 - 1.4. Deformation or damage of any part.
 - 1.5. Improper orientation of sprinkler head.
 - 1.6. Empty glass bulb.
 - 1.7. Sprinkler heads manufactured prior to 1920.
 - 1.8. Replacement sprinkler heads that do not match existing sprinkler heads in orifice size, K-factor temperature rating, coating or deflector type.
 - 1.9. Sprinkler heads for the protection of cooking equipment that have not been replaced within one year.

2. Water pressure and air pressure gauges that have been installed for more than 5 years and have not been tested to within 3 percent accuracy.

1101.3 Noncompliant conditions requiring component repair or replacement. The following shall be deemed noncompliant conditions and shall cause the related component(s) to be repaired or replaced to comply with the provisions of this code:

1. Sprinkler and standpipe system piping and fittings having any of the following conditions:
 - 1.1. Signs of leakage.
 - 1.2. Evidence of corrosion.
 - 1.3. Misalignment.
 - 1.4. Mechanical damage.
2. Sprinkler piping support having any of the following conditions:
 - 2.1. Materials resting on or hung from sprinkler piping.
 - 2.2. Damaged or loose hangers or braces.
3. Class II and Class III standpipe systems having any of the following conditions:
 - 3.1. No hose or nozzle, where required.
 - 3.2. Hose threads incompatible with fire department hose threads.
 - 3.3. Hose connection cap missing.
 - 3.4. Mildew, cuts, abrasions and deterioration evident.
 - 3.5. Coupling damaged.
 - 3.6. Gaskets missing or deteriorated.
 - 3.7. Nozzle missing or obstructed.
4. Hose racks and cabinets having any of the following conditions:
 - 4.1. Difficult to operate or damaged.
 - 4.2. Hose improperly racked or rolled.
 - 4.3. Inability of rack to swing 90 degrees (1.57 rad) out of the cabinet.
 - 4.4. Cabinet locked, except as permitted by this code.
 - 4.5. Cabinet door will not fully open.
 - 4.6. Door glazing cracked or broken.
5. Portable fire extinguishers having any of the following conditions:
 - 5.1. Broken seal or tamper indicator.
 - 5.2. Expired maintenance tag.
 - 5.3. Pressure gauge indicator in "red."
 - 5.4. Signs of leakage or corrosion.
 - 5.5. Mechanical damage, denting or abrasion of tank.
 - 5.6. Presence of repairs such as welding, soldering or brazing.
 - 5.7. Damaged threads.
 - 5.8. Damaged hose assembly, couplings or swivel joints.
6. Fire alarm and detection control equipment, initiating devices and notification appliances having any of the following conditions:
 - 6.1. Corroded or leaking batteries or terminals.
 - 6.2. Smoke detectors having paint or other ornamentation that is not factory applied.
 - 6.3. Mechanical damage to heat or smoke detectors.
 - 6.4. Tripped fuses.
7. Fire department connections having any of the following conditions:
 - 7.1. Fire department connections are not visible or able to be accessed from the fire apparatus access road.
 - 7.2. Couplings or swivels are damaged.
 - 7.3. Plugs and caps are missing or damaged.

- 7.4. Gaskets are deteriorated.
- 7.5. Check valve is leaking.
- 7.6. Identification signs are missing.
8. Fire pumps having any of the following conditions:
 - 8.1. Pump room temperature is less than 40°F (4.4°C).
 - 8.2. Ventilating louvers are not freely operable.
 - 8.3. Corroded or leaking system piping.
 - 8.4. Diesel fuel tank is less than two-thirds full.
 - 8.5. Battery readings, lubrication oil or cooling water levels are abnormal.

SECTION I102

REFERENCED STANDARDS

I102.1 General. See Table I102.1 for standards that are referenced in various sections of this appendix. Standards are listed by the standard identification with the effective date, standard title, and the section or sections of this appendix that reference the standard.

TABLE I102.1
REFERENCED STANDARDS

STANDARD ACRONYM	STANDARD NAME	SECTIONS HEREIN REFERENCED
NFPA 10—21	<i>Portable Fire Extinguishers</i>	I101.1
NFPA 25—20	<i>Inspection, Testing and Maintenance of Water-based Fire Protection Systems</i>	I101.1
NFPA 72—19	<i>National Fire Alarm and Signaling Code</i>	I101.1

APPENDIX L

REQUIREMENTS FOR FIRE FIGHTER AIR REPLENISHMENT SYSTEMS

SECTION L101 GENERAL

L101.1 Scope. Fire fighter air replenishment systems (FARS) shall be provided in accordance with this appendix. The adopting ordinance shall specify building characteristics or special hazards that establish thresholds triggering a requirement for the installation of a FARS. The requirement shall be based on the fire department's capability of replenishing fire fighter breathing air during sustained emergency operations. Considerations shall include:

1. Building characteristics, such as number of stories above or below grade plane, floor area, type of construction and fire resistance of the primary structural frame to allow sustained fire-fighting operations based on a rating of not less than 2 hours.
2. Special hazards, other than buildings, that require unique accommodations to allow the fire department to replenish fire fighter breathing air.
3. Fire department staffing level.
4. Availability of a fire department breathing air replenishment vehicle.

L101.2 When Required. In new buildings when any of the following conditions occur:

1. Buildings classified as high-rise in accordance with the International Building Code.
2. Buildings with floors three or more stories below grade.

3. Buildings with a per floor area greater than 500,000 square feet.
4. Any other newly constructed buildings deemed as needing FARS by the Fire Chief or Fire Marshal for firefighter safety.

SECTION L102 DEFINITIONS

L102.1 Definitions. For the purpose of this appendix, certain terms are defined as follows:

FIRE FIGHTER AIR REPLENISHMENT SYSTEM (FARS). A permanently installed arrangement of piping, valves, fittings and equipment to facilitate the replenishment of breathing air in self-contained breathing apparatus (SCBA) for fire fighters engaged in emergency operations.

SECTION L103 PERMITS

L103.1 Permits. Permits shall be required to install and maintain a FARS. Permits shall be in accordance with Sections L103.2 and L103.3.

L103.2 Construction permit. A construction permit is required for installation of or modification to a FARS. The construction permit application shall include documentation of an acceptance and testing plan as specified in Section L105.

L103.3 Operational permit. An operational permit is required to maintain a FARS.

SECTION L104 DESIGN AND INSTALLATION

L104.1 Design and installation. A FARS shall be designed and installed in accordance with Sections L104.2 through L104.15.3.

L104.2 Standards. Fire fighter air replenishment systems shall be in accordance with Sections L104.2.1 and L104.2.2.

L104.2.1 Pressurized system components. Pressurized system components shall be designed and installed in accordance with ASME B31.3.

L104.2.2 Air quality. The system shall be designed to convey breathing air complying with NFPA 1989.

L104.3 Design and operating pressure. The minimum design pressure shall be 110 percent of the fire department's normal SCBA fill pressure. The system design pressure shall be marked in an approved manner at the supply connections, and adjacent to pressure gauges on any fixed air supply components. Pressure shall be maintained in the system within 5 percent of the design pressure.

L104.4 Cylinder refill rate. The FARS shall be capable of refilling breathing air cylinders of a size and pressure used by the fire department at a rate of not less than two empty cylinders in 2 minutes.

L104.5 Breathing air supply. Where a fire department mobile air unit is available, the FARS shall be supplied by an external mobile air connection in accordance with Section L104.14. Where a fire department mobile air unit is not available, a stored pressure air supply shall be provided in accordance with Section L104.5.1. A stored pressure air supply shall be permitted to be added to a system supplied by an external mobile air connection provided that a means to bypass the stored pressure air supply is located at the external mobile air connection.

L104.5.1 Stored pressure air supply. A stored pressure air supply shall be designed based on Chapter 24 of NFPA 1901 except that provisions applicable only to mobile apparatus or not applicable to system design shall not apply. A stored pressure air supply shall be capable of refilling not less than 50 empty breathing air cylinders of a size and pressure used by the fire department.

L104.5.2 Retrofit of external mobile air connection. A FARS not initially provided with an external mobile air connection due to the lack of a mobile air unit shall be retrofitted with an external mobile air connection where a mobile air unit becomes available. Where an external

mobile air connection is provided, a means to bypass the stored pressure air supply shall be located at the external mobile air connection. The retrofit shall be completed not more than 12 months after notification by the fire code official.

L104.6 Isolation valves. System isolation valves that are accessible to the fire department shall be installed on the system riser to allow piping beyond any air cylinder refill panel to be blocked.

L104.7 Pressure relief valve. Pressure relief valves shall be installed at each point of supply and at the top or end of every riser. The relief valve shall meet the requirements of CGA S-1.3 and shall not be field adjustable. Pressure relief valves shall discharge in a manner that does not endanger personnel who are in the area. Valves, plugs or caps shall not be installed in the discharge of a pressure relief valve. Where discharge piping is used the end shall not be threaded.

L104.8 Materials and equipment. Pressurized system components shall be listed or approved for their intended use and rated for the maximum allowable design pressure in the system. Piping and fittings shall be stainless steel.

L104.9 Welded connections. Piping connections that are concealed shall be welded.

L104.10 Protection of piping. System piping shall be protected from physical damage in an approved manner.

L104.11 Compatibility. Fittings and connections intended to be used by the fire department shall be compatible with the fire department's equipment.

L104.12 Security. Connections to a FARS shall be safeguarded from unauthorized access in an approved manner.

L104.13 Fill stations. Fire fighter air replenishment fill stations shall comply with Section L104.13.1 through L104.13.3.

L104.13.1 Location. Fill stations for refilling breathing air cylinders shall be located as follows:

1. Fill stations shall be provided at the fifth floor above and below the ground level floor and every third floor level thereafter.
2. On floor levels requiring fill stations, one fill station shall be provided adjacent to a required exit stair at a location designated by the fire code official. In buildings required to have three or more exit stairs, additional fill stations shall be provided at a ratio of one fill station for every three stairways.

L104.13.2 Design. Fill stations for breathing air cylinders shall be designed to meet the following requirements:

1. A pressure gauge and pressure-regulating devices and controls shall be provided to allow the operator to control the fill pressure and fill rate on each cylinder fill hose.
2. Valves controlling cylinder fill hoses shall be slow-operating valves.
3. A separate flow restriction device shall be provided on each fill hose.
4. A method shall be provided to bleed each cylinder fill hose.
5. The fill station shall be designed to provide a containment area that fully encloses any cylinder being filled and flexible cylinder fill hoses, and directs the energy from a failure away from personnel. Fill stations shall be designed to prohibit filling of cylinders that are not enclosed within the containment area.

Exception: Where required or approved by the fire chief, fill stations providing for the direct refilling of the fire fighters' breathing air cylinders using Rapid Intervention Crew/Company Universal Air Connection (RIC/UAC) fittings shall be used in lieu of cylinder fill stations that utilize containment areas.

L104.13.3 Cylinder refill rate. Fill stations shall be capable of simultaneously filling two or more empty breathing air cylinders equivalent to those used by the fire department to the cylinders' design pressure within 2 minutes.

L104.14 External mobile air connection. An external mobile air connection shall be provided for fire department mobile air apparatus where required by Section L104.5 to supply the system with breathing air.

L104.14.1 Location. The location of the external mobile air connection shall be accessible to mobile air apparatus and approved by the fire code official.

L104.14.2 Protection from vehicles. A means of vehicle impact protection in accordance with Section 312 shall be provided to protect mobile air connections that are subject to vehicular impact.

L104.14.3 Clear space around connections. A working space of not less than 36 inches (914 mm) in width, 36 inches (914 mm) in depth and 78 inches (1981 mm) in height shall be provided and maintained in front of and to the sides of external mobile air connections.

L104.15 Air-monitoring system. An approved air-monitoring system shall be provided. The system shall automatically monitor air quality, moisture and pressure on a continual basis. The air-monitoring system shall be equipped with not less than two content analyzers capable of detecting carbon monoxide, carbon dioxide, nitrogen, oxygen, moisture and hydrocarbons.

L104.15.1 Alarm conditions. The air-monitoring system shall transmit a supervisory signal when any of the following levels are detected:

1. Carbon monoxide exceeds 5 ppm.
2. Carbon dioxide exceeds 1,000 ppm.
3. An oxygen level below 19.5 percent or above 23.5 percent.
4. A nitrogen level below 75 percent or above 81 percent.
5. Hydrocarbon (condensed) content exceeds 5 milligrams per cubic meter of air.
6. The moisture concentration exceeds 24 ppm by volume.
7. The pressure falls below 90 percent of the maintenance pressure specified in Section L104.3.

L104.15.2 Alarm supervision, monitoring and notification. The air-monitoring system shall be electrically supervised and monitored by an approved supervising station, or where approved, shall initiate audible and visual supervisory signals at a constantly attended location.

L104.15.3 Air quality status display. Air quality status shall be visually displayed at the external mobile air connection required by Section L104.14.

SECTION L105 ACCEPTANCE TESTS

L105.1 Acceptance tests. Upon completion of the installation, a FARS shall be acceptance tested to verify compliance with equipment manufacturer's instructions and design documents. Oversight of the acceptance tests shall be provided by a registered design professional. Acceptance testing shall include all of the following:

1. A pneumatic test in accordance with ASME B31.3 of the complete system at a minimum test pressure of 110 percent of the system design pressure using oil-free dry air, nitrogen or argon shall be conducted. Test pressure shall be maintained for not less than 24 hours. During this test, all fittings, joints and system components shall be inspected for leaks. Defects in the system or leaks detected shall be documented and repaired.
2. A cylinder-filling performance test shall be conducted to verify compliance with the required breathing air cylinder refill rate from the exterior mobile air connection and, where provided, a stored air pressure supply system.
3. The air quality monitoring system shall be tested to verify both of the following conditions:
 - 3.1. Visual indicators required by Section L104.15.1 function properly.
 - 3.2. Supervisory signals are transmitted as required by Section L104.15.2 for each sensor based on a sensor function test.

4. Connections intended for fire department use shall be confirmed as compatible with the fire department's mobile air unit, SCBA cylinders and, where provided, RIC/UAC connections.
5. Air samples shall be taken from not less than two fill stations and submitted to an approved gas analysis laboratory to verify compliance with NFPA 1989. The FARS shall not be placed into service until a written report verifying compliance with NFPA 1989 has been provided to the fire code official.

SECTION L106 INSPECTION, TESTING AND MAINTENANCE

L106.1 Periodic inspection, testing and maintenance. A FARS shall be continuously maintained in an operative condition and shall be inspected not less than annually. Not less than quarterly, an air sample shall be taken from the system and tested to verify compliance with NFPA 1989. The laboratory test results shall be maintained on site and readily available for review by the fire code official.

SECTION L107 REFERENCED STANDARDS

L107.1 General. See Table L107.1 for standards that are referenced in various sections of this appendix. Standards are listed by the standard identification with the effective date, standard title, and the section or sections of this appendix that reference the standard.

TABLE L107.1
REFERENCED STANDARDS

STANDARD ACRONYM	STANDARD NAME	SECTIONS HEREIN REFERENCED
ASME B31.3—2020	<i>Process Piping</i>	L104.2.1, L105.1
CGA S-1.3—2008	Pressure Relief Device Standards—Part 3 <i>Stationary Storage Containers for Compressed Gases</i>	L104.7
NFPA 1901—16	<i>Standard for Automotive Fire Apparatus</i>	L104.5.1
NFPA 1989—13	<i>Breathing Air Quality for Fire Emergency Services Respiratory Protection</i>	L104.2.2, L105.1, L106.1

Adopted in entirety: Appendix N: Indoor Trade Shows and Exhibitions REMOVED

ORDINANCE NO. _____

**AN ORDINANCE ADOPTING AND ENACTING CERTAIN TECHNICAL
CODES FOR THE CITY OF BENTONVILLE, ARKANSAS; PROVIDING WHEN
SUCH CODES SHALL BECOME EFFECTIVE; PROVIDING FOR THE
EMERGENCY CLAUSE; AND FOR OTHER PURPOSES.**

BE IT ORDAINED BY THE CITY OF BENTONVILLE, ARKANSAS:

Section 1: The following Codes, three copies of which have been made available with the City Clerk for public review, in accordance with Arkansas law, should be and the same are hereby adopted:

2021 Arkansas Fire Prevention Code (volumes I, II, III), with City of Bentonville Amendments

2021 Arkansas Mechanical Code

2020 National Electric Code, with City of Bentonville Amendments

2018 Arkansas Plumbing Code

2018 Arkansas Fuel Gas Code

2014 Arkansas Energy Code

Section 2 - Emergency Clause: The need to adopt the listed technical codes is immediate and an emergency is hereby declared to exist and this Ordinance shall be in full force and effect from the date of its passage and approval;

Section 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



Development Standards Amendment

PC Date: 3/21/2023

Preparer: Tyler Overstreet, AICP Community Development Director

Type	Amendment
Code Impacted	Appendix B: Land Development Code, Sec. 1100.21, Sec. 1100.22 and Sec. 1100.23
Recommendation	Approval

<http://www.bentonvillear.com/198/Code-Amendments>

Background

The current design standards for large scale developments, particularly regarding building materials, was adopted with Ordinance No. 2020-149 adopted on August 11, 2020. Planning Commission frequently receives requests of waivers from the Building Material Standards in *Sec. 1100.21 Large Scale Development Design Standards, Subsection (e) Building Materials*.

Issues

1. The current requirement of a minimum of two primary materials making up at least 75% of the façade, with no less than 25% being a single primary material, can be interpreted differently and creates confusion.
2. Current articulation requirements are too prescriptive and reduce opportunity for creativity.
3. Current design standards for downtown are regulated by district. If applicable by use and building type, it will allow for more consistent design throughout the entirety of downtown.

Proposed Amendments

The following amendment are proposed to clarify the intent of the regulations, clarify the minimum requirements with a goal of reducing the need for waiver request.

1. Sec. 1100.21 Large Scale Development Design Standards

Att. A, Pg. 1

- a. Provide details of what the Community Plan says about design.
- b. Eliminate the applicability statement regarding agriculture and industrial properties.
- c. Clarify exemptions for DN and D Districts. They do not have to comply with Sec. 1100.21, but residential uses must comply with Sec. 1100.22 and nonresidential and mixed uses must comply with Sec. 1100.23.
- d. Replace the waiver request details by allowing the approval of the development plan by planning commission to serve as approval of the building materials.
- e. Require a minimum of 75% of each façade to be composed of a primary material. Eliminating the two primary material requirements. Anything less than the 75% would have to be approved by Planning Commission through approval of the development

- plan.
- f. Removing the materials table and replace with descriptive verbiage.
- g. Remove the articulation table and replace with descriptive verbiage.
- h. Remove architectural detail requirements.
- i. Add a ratio for bike racks when used to meet the site amenity requirement.

2. Sec. 1100.22 Downtown Neighborhood (DN) Districts Residential Design Standards.

- a. Revise applicability from only applying in the Downtown Neighborhood (DN) residential districts to applicable to all residential development in any downtown district (D or DN).

3. Sec. 1100.23 Downtown (D) Districts Design Standards.

- a. Revise applicability from only applying in the Downtown Districts to applicable to all non-residential and mixed use in any downtown district.
- b. Expanded on purpose and intent.

ORDINANCE NO. _____

CITY OF BENTONVILLE, ARKANSAS

**AN ORDINANCE AMENDING THE BENTONVILLE MUNICIPAL
CODE APPENDIX B LAND DEVELOPMENT CODE, ARTICLE 1100
DEVELOPMENT STANDARDS; AND FOR OTHER PURPOSES.**

WHEREAS, the City of Bentonville desires to promote high-quality design standards on development within its corporate boundary;

WHEREAS, the Planning Commission duly met and considered the code amendment and duly set the petition for public hearing to be held March 21, 2023 in the Council Chambers of the City of Bentonville;

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

WHEREAS, the Planning Commission voted to recommend to the City Council that the code amendment be approved by a vote of 7 in favor, 0 opposed.

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

Section 1: That the Bentonville Municipal Code, *Appendix B Land Development Code* should be and the same is hereby amended with the following *Attachment A: Development Standard Amendments*, 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: Should any part or provision of this Ordinance be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the Ordinance as a whole or any part thereof other than the part so declared to be unconstitutional or invalid; and

Section 3 - Repeal of Conflicting Provisions: All Ordinances or Resolutions or parts thereof, which are in conflict herewith, are hereby repealed.

PASSED and APPROVED this _____ day of _____, 2023.

APPROVED:

ATTEST:

Stephanie Orman, Mayor

Kirby Romines, City Clerk

Attachment “A”

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 Community Plan recommends a high quality of design, improved functionality, and appearance of commerce and industry areas, and to support transformation and modernization of aging areas. 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~~ Non-residential and Mixed use 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.~~ Residential uses in Downtown districts. Residential development in the Downtown (DC and DE) and Downtown Neighborhood (DN-1, DN-2, DN-3, and DN-4) districts shall be exempt from this section but shall be subject to Sec. 1100.22 Downtown Residential Design Standards.
- (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).~~ Nonresidential, commercial, and mixed-uses in Downtown Districts. Nonresidential, commercial, and mixed-use development in the Downtown (DC and DE) and Downtown Neighborhood (DN-1, DN-2, DN-3, DN-4) districts shall be exempt from the site amenities requirement in subsection (r) but shall be subject to Sec. 1100.22 Downtown Non-residential Design Standards.
- (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. Façade re-skins, where building façade materials are fully or in part replaced or covered, shall be subject to the building material requirements of this section unless otherwise approved by the Planning Director.

(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:~~

- ~~1. *Narrative.* A written narrative explaining why the waiver is necessary to enhance the architectural design of the structure.~~
- ~~2. *3-D Rendering.* A 3-D full-color architectural rendering of the final product to include an outline of adjacent structures.~~
- ~~3. *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. A minimum of seventy-five percent of the wall surface area of each façade of a building, not including doors or trim, shall be composed of a maximum of three primary materials. Anything less than seventy-five percent must be approved by Planning Commission. The remaining twenty-five percent of the wall surface area shall be composed of primary, special use primary, or other high quality building materials as approved by the Planning Commission.~~

~~(1) *Primary Materials.* All structures in all zoning districts may utilize brick, natural stone, marble, granite, cast stone, windows, glazing, aluminum composite material, panel (ACM), copper, bronze, and similar quality metals as primary materials.~~

~~(2) *Special Use Primary Materials.* Fiber cement siding, wood siding, three-coat cement-based stucco, 24-gauge architectural metal panel systems, manufactured stone, architectural concrete block, glass block, concrete tilt-up panels, architectural cast-in place or pre-cast concrete, and other durable or innovative materials may be used as primary materials subject to the following review criteria:~~

- ~~1. *Location.* Exterior materials should be consistent with the character of the surrounding neighborhood context and be appropriate for the building use type. Applicants shall provide 3-D renderings of their projects and example photos of the materials with the application.~~
- ~~2. *Design and Innovation.* The materials listed above are not meant to be exhaustive; however, applicants should be prepared to present compelling reasons to the Planning Commission to accept alternatives, such as for specific design purposes or due to new, innovative materials coming available to the development community. Applicants shall supply a written narrative explaining why the Special Use Primary material is necessary for their proposed structure with the application.~~
- ~~3. *Quality.* Selected materials shall be high-quality and durable. Applicants shall provide cut sheets, warranty information, and clear evidence that the materials are equal or superior to other primary materials, with the application.~~

4. Building Form and Pedestrian Scale. Special use primary materials should be integrated to compliment the building form, articulation, and may be used alongside other primary materials. Examples include limiting use to non-street facing facades, as a material change for articulation purposes, or limiting use to the upper stores of multi-story buildings.

5. Intent. Exterior materials shall meet the purpose and intent of this Article.

(3) Prohibited Primary Materials. Masonite, non-architectural concrete block, vinyl, plywood, and Exterior Insulation Finish System (EIFS) shall not constitute any portion of the wall surface area of any façade. Loading docks, overhead doors, and other service entries are prohibited on primary street-facing facades.

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~~ use common design characteristics among all buildings in a common commercial development and on all elevations of each building to achieve design harmony and continuity within itself.

(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~~Facade *articulation.* Buildings shall avoid long uninterrupted façade planes and/or blank walls and shall meet the following requirements.

- (1) *Vertical articulation.* Vertical articulation is required to visually break up the massing of front and corner facades. Vertical articulation elements are required at intervals no less than 20-feet and no more than 50-feet, from each other and may include architectural features such as bays, columns, pilasters, regular repetition of window patterns, a break in the building plane, sunscreens, recessed entries, or other architectural elements that meet the intent of this Article.
- (2) *Horizontal articulation.* Horizontal articulation is required to help distinguish the ground floor from upper stories on buildings with three or more stories. Allowable methods include base, awnings, canopies, sunscreens, changes in materials or window patterns, a break in the building plane, recessed entries, eyebrow (projection), or other architectural treatments that meet the intent of this Article.
- (3) *Roofs.* Roof lines or parapets shall be varied with a change in height proportional to the building length and height. Parapets, gable roofs, high roofs, or dormers shall be used to conceal flat roofs and rooftop equipment from public view.
- (4) *Entrances.* All primary building entrances shall be visible and accessible from the public street and sidewalk. Each primary building on a site, regardless of size, shall have clearly defined, highly visible, customer entrances. This may be satisfied through the sue of architectural features such as canopies, porticos, overhangs, recesses/projections, arcades, arches, architectural detail such as moldings integrated into the building structure and design, integrated planters or wing walls that incorporate landscaped areas or places for sitting, or other architectural features approved by the Planning Commission.

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.
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- ~~(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;~~
 - ~~(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.

1. Adjusting the architectural or landscape profile to screen those elements from view.
2. Placing those elements on service courts or other locations usable by the general public.
3. Integrating those elements into the architecture or landscaping of the site.
4. 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 evaluated using the following criteria:

1. The degree of visibility from all adjacent public ways;
2. The architectural compatibility of the design and color of the yards, meters and equipment of the building;
3. Possible visibility from future buildings and public ways; and
4. 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.

Sec 1100.22 Downtown ~~Residential~~Neighborhood (DN) Districts Design Standards

- (a) *Purpose and intent.* The design standards in this section are intended to improve the overall quality of development and enhance pedestrian safety and walkability in ~~the downtown residential areas. neighborhood districts.~~
- (b) *Applicability.* The provisions of this section shall apply to all residential development in the DC, DE, DN-1, DN-2, DN-3 and DN-4 districts.
- (c) ~~DN districts general~~ General Residential *Building orientation and design.*
 - (1) *Building orientation.* All residential buildings shall be oriented with their primary facades toward the public street. For corner lots, the primary façade must be oriented toward the designated front lot line.
 - (2) *Materials and design.* Front, side, and rear building facades visible from the public street shall incorporate attractive design materials and massing elements that create visual interest and a character consistent with surrounding development. Such design and massing elements could include porches or stoops, dormers, varied roof lines planar modulation or varied façade materials.
 - (3) *Character elements.* Character elements such as porches, window bays, dormers, etc., if used in a way that is consistent with the intended character of the neighborhood, can result in a maximum lot coverage bonus of up to 5% based on the discretion of the Director.
 - (4) *Functional character elements.* Where appropriate, character elements shall be fully functional. Dormers shall be constructed to allow for occupiable space, and porches shall be a minimum depth of 6' to allow for regular use.
 - (5) *Exterior materials.* Exterior façade materials and details should be consistent with the character of the surrounding context.
- (d) ~~DN districts general~~ General Residential *Site access and parking.*
 - (1) *Parking location.*
 - a. *Prohibited in front yards.* Garages, parking lots or designated parking spaces are prohibited in the front yard .
 - b. *Attached garages.* Garages may be attached to the primary structure. However, if the garage is attached, it must be located and oriented in such a way that it does not protrude from the side façade of the primary building in order to be visible from the public street.
 - c. *Detached garages.* Detached garages shall be located to the rear of the primary structure.
 - (2) *Parking setbacks.*
 - a. *Corner lot.* On a corner lot, the garage shall not be located closer than 20' to the corner side lot line in order to allow for outdoor vehicular parking entirely on the lot.
 - b. *Detached garages.* Detached garages must be separated from the primary structure by a minimum of 10'.
 - c. *Garages with alley access.* Garages with alley access must be setback 8' from the alley.

(3) *Parking access.*

- a. *With alleys.* Where alleys are platted and paved, vehicular access to the designated parking area shall be provided from the alleys.
- b. *Without alleys.*
 1. Where alleys are not platted, or are platted and not paved, property owners are encouraged to locate parking areas in such a way that parking access could be easily converted to an alley if one is installed in the future. Property owners may choose to pave platted alleys provided they pave the portion of the alley that abuts their property to the nearest public road as identified by the Master Street Plan and shall construct the alley in accordance with Section 1100.16.
 2. Where no alley is provided, vehicular access shall be provided in accordance with the standards for each building type.

(4) *Shared parking access.* Where a private drive from the public street is permitted, adjacent properties are encouraged to utilize a shared private drive in order to reduce the overall number of private drives and curb cuts on a block. Where this is done, the following standards shall be met:

a. *Adjacent single-family.*

1. Driveway width. The driveway width shall be a minimum 12' and a maximum of 14'. This area should be kept clear of parked vehicles or other property that would inhibit vehicular circulation.
2. Clear circulation. A clear circulation area shall be provided between designated parking areas or garages and shall have a minimum width of 22' to allow for backing out of vehicles. This area should remain clear of parked vehicles or other property that would inhibit vehicular circulation.
 - i. Garages may be located up to the edge of the required clear circulation area so long as they meet the other setbacks and locational requirements of this chapter.
 - ii. Outdoor parking can be accommodated by setting back the façade of the garage a minimum of 18' and a maximum of 22' from the property line.

b. *Adjacent townhouse or multi-family.*

1. Driveway width. The minimum driveway width shall be 12'. This area shall be kept clear of parked vehicles or other property that would inhibit vehicular circulation.
2. Access. The driveway from the public street shall lead to separate drive aisles for parking on each lot. These drive aisles shall conform to parking lot standards included in the zoning ordinance and shall provide access to individual parking spaces or garages.

c. *Pedestrian access.* Pedestrian access from public sidewalk to front façade shall be provided in accordance with the standards for each building type.

(e) ~~DN districts single-family~~ Single-Family standards.

- (1) *Street access.* Where no alley is provided, one private drive can be provided from the public street. For corner lots, drive access should be provided from the designated side street.
- (2) *Alley access.* Vehicular access to all lots with a width less than 50' must be provided by a rear alley.
- (3) *Pedestrian access.* Direct pedestrian access shall be provided from the public sidewalk to an articulated building entrance on the front façade of the building.

(f) ~~DN districts~~ Townhouse standards.

(1) *Townhouse design standards.*

- a. *Townhouse unit width.* The minimum width of a townhouse unit is 20'.
- b. *Townhouse cluster size.* One townhouse cluster can have a maximum of 6 dwelling units.
- c. *Townhouse cluster spacing.* Multiple townhouse clusters can be provided on a single lot so long as there is a minimum spacing of 20' between clusters and all clusters are oriented toward the public street.
- d. *Townhouse unit articulation.* Individual townhouse units should be articulated through the exterior design of the cluster. This can be accomplished through dormers, porches, vertical design elements, varying roof forms, or other appropriate techniques.
- e. *Block end townhouses.* In ~~the DN-2 districts where,~~ townhouse clusters are only ~~permitted~~allowed at the end of a block~~;~~, ~~In such instances,~~ the cluster(s) shall be oriented toward the intersecting side street. Where existing alleys exist and intersect with the side street, the alley must either be accommodated by new development, or reconfigured and dedicated as part of the new development in order to preserve alley access to other properties on the block.
- f. *Mid-block townhouses.* In ~~the DN-3 and DN-4 Ddistricts where,~~ townhouse clusters are ~~permitted~~allowed on any portion of a block~~;~~, ~~In these districts,~~ when a cluster is located at the end of a block, it may orient toward either public street.

(2) *Townhouse access and parking management.*

- a. *Alley and drive access.* Vehicular access to townhouse clusters shall be served by a rear alley, or by a private on-site drive.
- b. *Drive access width.* The private on-site drive with a maximum width of 20' can be provided for each cluster of townhouse units. (The drive can be provided in the required 20' spacing between clusters.) However, wherever possible, one private drive should be used to provide access to multiple townhouse clusters.
- c. *Pedestrian access.* Direct pedestrian access shall be provided from the public sidewalk to an articulated entrance for each unit on the front façade of the building.

(g) ~~DN districts~~ Multi-Family standards.

(1) *Multi-family design standards.*

- a. *Design elements.* Multi-family buildings shall incorporate design elements that create visual interest and avoid large blank facades. Such elements should be used to create a façade rhythm that is consistent with surrounding attached or detached single-family buildings. Appropriate elements include protruding or recessed patios, vertical and horizontal design elements, planar variations, varied roof lines, dormers, and others.
- b. *Multiple buildings on a lot.* More than one multi-family building can be provided on a single lot so long as there is a minimum spacing of 20' between buildings and all buildings are oriented toward the public street.
- c. *Block-end multi-family buildings.* In the DN-3 district, multi-family buildings are only permitted at the end of a block. In such instances, the building(s) shall be oriented toward the intersecting side street. Where existing alleys exist and intersect with the side street, the alley must either be accommodated by new development, or reconfigured and dedicated as part of the new development in order to preserve alley access to other properties on the block.
- d. *Mid-block multi-family buildings.* In the DC, DE, and DN-4 districts, multi-family buildings are permitted on any portion of a block. In this district, when a building is located at the end of a block, it may orient toward either public street.

(2) *Multi-family access and parking management.*

- a. *Vehicular alley access.* Vehicular access to all multi-family buildings must be provided by an alley. Where no alley exists, a private drive may be provided. However, the private drive should be dedicated as a future public alley and designed to be integrated with future alleys as they are built.
- b. *Pedestrian access.* Direct pedestrian access shall be provided from the public sidewalk to an articulated entrance or entrances on the front façade of the building.

(h) ~~DN districts~~ Integrated commercial use standards. Commercial uses that are integrated into a primarily residential structure, shall meet the following standards.

(1) *Allowed location.*

- a. *Ground floor.* Ground-floor commercial uses are permitted in multi-family buildings along property frontages indicated on the City's zoning map and in accordance with items 1.a.—3.c. below.
- b. *Corners.* Commercial uses should be located at the corner of the building and at the corner where a side street exists, if possible.

(2) *Dedicated entrance.* Commercial uses must provide a dedicated entrance from either the public sidewalk or publicly accessible vestibule of the building. Entry from an internal residential corridor is prohibited.

(3) *Commercial area and operations.*

- a. *Size.* The area of any single commercial use shall not exceed 3,000 sq. ft., and the total commercial area in a multi-family building shall not exceed 5,000 sq. ft. Structures that exceed the maximum size requirements shall be classified and regulated as Mixed-Use structures (1100.22.9).
- b. *Multiple uses.* The commercial use shall not be the only use on the ground floor. Other qualifying uses include residential units or resident amenities (i.e. laundry, parking, storage, building management, etc.).
- c. *Functional operations.* Operations related to the function of commercial tenants (i.e. outdoor trash receptacles, loading areas, etc.) shall be located and designed so they do not interfere with resident access or substantially impact residents through noise, odor, etc.

Sec 1100.23 Downtown ~~(D)~~ Districts Non-residential and Mixed-Use Design Standards

(a) *Purpose and intent.* The design standards in this section are intended to implement the city's vision for the downtown area as outlined in the Downtown Master Plan and the Bentonville Community Plan. The intent of these standards is to improve the overall quality of development and enhance pedestrian safety and walkability in the downtown districts.

(b) *Applicability.* The provisions of this section shall apply to all commercial, non-residential, and mixed-use developments requiring ~~large-scale development~~ approval within the DN-1, DN-2, DN-3, DN-4, DC, Downtown Core and DE, Downtown Edge districts. These standards are in addition to the regulation in Sec. 1100.21 Large scale development design standards. Where there is conflict between regulations, the regulations in this section shall prevail ~~in the DC and DE districts.~~ These regulations do not apply to residential, integrated commercial, or mixed-use which are regulated in Sec. 1100.22 Downtown Residential Design Standards.

(c) *Review process.* These standards shall be applied in the normal review process for large scale developments and shall be approved by the planning commission.

(d) *~~Facades.~~*

(1) ~~Loading docks, overhead doors, and other service entries are prohibited on primary street-facing facades.~~

(2) ~~Features added to the façade, such as balconies and shutters, shall be useable and/or operational to ensure authenticity of design.~~

(d) Downtown commercial design standards. Buildings designed for non-residential or commercial only uses, shall meet the following standards.

(1) Downtown commercial building design standards.

a. Facades. Loading docks, overhead doors, and other service entries are prohibited on primary street-facing facades. Features added to the façade, such as balconies and shutters, shall be useable and/or operational to ensure authenticity of design.

(e) ~~Roofs.~~ ~~Roof styles in the Downtown districts shall meet the standards below:~~

DOWNTOWN (D) DISTRICTS ROOF STYLES ALLOWED	
DC	Gable, hipped, flat
DE	Gable, hipped

b. *Entrances.*

1. *Doors adjacent to sidewalk.* All doors from the structure that are immediately adjacent to the sidewalk shall be recessed from the front of the structure a minimum of the width of the door to allow for safe pedestrian use of the sidewalk.
2. *Primary entrance emphasized.* All primary entrances to a building shall be emphasized with one of the following techniques, or as approved by Planning Commission: slightly recessed, change in color, and/or materials or paving treatment.

~~(g) *Windows.* First floor windows shall not be opaque. Windows in the Downtown Districts shall meet the standards below.~~

DOWNTOWN (D) DISTRICTS WINDOW REQUIREMENTS	
	Minimum First Floor Coverage
DC	50% of façade shall be windows
DE	No minimum required

c. *Glazing.* Commercial, mixed-use, and non-residential buildings shall create visible interest at the pedestrian scale. For the purposes of this Section, glazing is the percent of the façade square footage covered by windows and doors, excluding trim. Glazing shall constitute a minimum of fifty percent of the façade square footage of the ground floor, between 2 and 12 feet, visible from the public street, and shall be transparent enough to be visible to an interior depth of five feet inside the floorplate.

d. *Corner architecture.* All buildings located at the corner of the intersection between any combination of arterial and collector streets shall incorporate a minimum of one of the following architectural elements, or as approved by planning commission:

- (1) Cupola.
- (2) Turret.
- (3) Pitched roof.

e. *Awnings, canopies, and balconies.* Awnings, canopies, and balconies shall meet the standards below.

DOWNTOWN (D) DISTRICTS AWNING, CANOPIES AND BALCONY STANDARDS
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Material	Durable, protective, water repellant
Prohibited	Plastic, aluminum, fiberglass Backlighting of awning

f. *Franchise architecture.* Franchise architecture (building design that is trademarked or identified with a particular chain or corporation and is generic in nature) is prohibited. Franchises or national chains shall follow these standards to create a unique building that is compatible with the DC, Downtown Core, ~~and~~ DE, Downtown Edge, DN-1, DN-2, DN-3, Downtown High-Density Residential, and DN-4, Downtown Mixed-Use Residential districts.

(2) Downtown Commercial site design standards.

- a. *Building placement.* A minimum of 80% of the façade must be placed along the maximum setback allowed in the Downtown zoning districts. Any section along the maximum setback on an arterial or collector street that is not defined by a building up to a 10-foot setback of the maximum setback shall be defined by a 2'6" to 4'6" high fence or wall. The material on the fence or wall shall be consistent and compatible with the adjacent structure and approved by planning commission. The fence or wall may consist of a gate or opening for access.
- ~~b.~~ *Parking placement.* Off-street parking shall be located behind or to the side of the primary building. On corner lots, parking drive shall not be located on arterial or collector streets, unless at the intersection of any combination of arterial and collector streets. Parking drives are highly discouraged along arterial and collector streets and only allowed if there is no other option for access to parking areas. Off-site parking may be provided off-site within 600' or as shared parking. A shared parking agreement shall be provided to Planning for all residential use parking spaces. ~~The standards for garages and parking for residential uses set forth in Sec. 1100.22 Downtown Neighborhood (DN) Districts Design Standards shall apply to residential uses in the DC and DE districts.~~

(e) Downtown Mixed-use design standards. Buildings that mix residential and commercial/non-residential uses shall meet the following standards.

(1) Downtown Mixed use building standards.

- a. Upper floor design. Upper-floor residential portions of mixed-use buildings shall incorporate design elements that create visual interest and avoid large blank facades. Such elements should be used to create a façade rhythm that is consistent with surrounding attached or detached single-family buildings. Appropriate elements include protruding or recessed patios, vertical and horizontal design elements, planar variations, varied roof lines, dormers, and others.
- b. Ground floor design. Ground-floor commercial facades must integrate a high level of transparency and elements typical of traditional commercial design. Such elements

should include knee walls, window bays framed by architectural columns and pilasters, transom windows, recessed entries, awnings, and others.

- c. *Buildings on a corner lot.* Mixed-use buildings located on corners should integrate prominent massing elements such as corner turrets or chamfered facades.
- d. *Signage and lighting.* Commercial signage and lighting should be integrated into the design of the façade and have a minimal impact on the aesthetic of the area. All commercial signs should comply with the regulations for signs located in the D-C Downtown Core District.
- e. *Commercial floor delineation.* For buildings taller than two stories, there should be a clear delineation between the ground-floor commercial or nonresidential space and upper-floor residential areas. Such a delineation can be created through the use of varying materials, slight upper-floor recession, projection, or horizontal variation.
- f. *Large scale development compliance.* Mixed-use buildings are subject to the standards for Large Scale Developments and Downtown Commercial development as described in Appendix B, Sec. 1100.21, Large-Scale Development Design Standards and Sec. 1100.23, Downtown Commercial Design Standards. The requirements of Sec. 1100.23 shall prevail.
- g. *Functional operations.* Operations related to the function of commercial tenants (i.e. outdoor trash receptacles, loading areas, etc.) shall be located and designed so they do not interfere with resident access or substantially impact residents through noise, odor, etc. Trash receptacles should not be adjacent to a public right-of-way or located in a front setback.
- h. *Screening of adjacent residential lots.* Mixed-use buildings shall provide screening against abutting residential properties that is compliant with regulations established in Section 1400.09 of the City's Land Development Code.

(2) *Downtown Mixed-use access and parking management.*

- a. *Vehicular access.* Vehicular access to all multi-family buildings must be provided by an alley. Where no alley exists, a private drive may be provided. However, the private drive should be dedicated as a future public alley and designed to be integrated with future alleys as they are built.
 - b. *Pedestrian access.*
 - 1. *Ground floor commercial.* Direct pedestrian access shall be provided from the public sidewalk to an articulated entrance for each ground-floor commercial unit on the front façade of the building.
 - 2. *Residential.* Direct pedestrian access shall be provided from the public sidewalk to a dedicated entrance that provides access to upper-floor residential units.
- (f) *Downtown Site amenity standards.* ~~Site amenities are not required. However, if a specific site amenity is being provided, it~~ A minimum of two site amenities are required and shall meet the standards below. ~~for all streets in the DC, Downtown Core and DE, Downtown Edge districts.~~ All street furniture shall be installed per manufacturer's specifications.

(1) *Street amenity placement.*

- a. Street trees and streetlights shall not be placed directly in front of an entrance to a building.
- b. All street furniture shall be placed so that a minimum of 4' of the width of the sidewalk is clear and unobstructed.
- c. Trees, street lamps, and all street furniture shall be placed a minimum of 36" away from the back of curb to allow for car doors opening.

(2) *Streetlight standard.*

- a. Luminaire: Granville
- b. Pole: Wadsworth
- c. Pole height: 12' maximum
- d. Color: Black
- e. Spacing: Determined by Bentonville Electric Utility Department.

(3) *Bench standard.*

- a. Length: 6' minimum
- b. Style: Victor Stanley "Classic" Series (Model # C-10) (or approved equal)
- c. Color: Black

(4) *Trash receptacle standard.*

- a. Size: 40-gallon
- b. Style: Victor Stanley "Ironsites" (Model # S-35), or approved equal
- c. Color: Black

(5) *Bicycle rack standard.*

- a. Size: 34" x 21.5"
- b. Style: Single hoop, Dero Swerve Rack, Black
- c. Tube Width: 1.9"
- d. Setback from parallel wall: 24"
- e. Setback from horizontal wall: 28"
- f. Setback from parallel street: 36"
- g. Distance from horizontal street: 62"