



**Revised Agenda:
Committee of the Whole adding Item 3
New Business Item 2 revised**

**Committee of the Whole
and
City Council
Meeting Agenda
February 10, 2025
February 11, 2025
6:00 PM
Bentonville City Hall**

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.

Bentonville residents can make public comments in the following ways:

- Public comments can be made in person at the meeting which is held at 305 SW A Street in Council Chambers.
- Public comments can be submitted by email to cc.comments@bentonvillear.com by at least 4:00 p.m. on the day of the meeting. This email includes the Mayor and City Council email addresses.
- Public comments can be made virtually by registering for the Council meeting at the Zoom link listed below. This requires you to register with your name, address, phone number and email address. The pre-existing limitations (3 minutes) and procedures concerning oral public comments will still apply.

*If you would like to attend the Committee of the Whole Meeting virtually, please register at the following link by 4:00 p.m. on February 10, 2025: [Registration Link](#)

*If you would like to attend the City Council Meeting virtually, please register at the following link by 4:00 p.m. on February 11, 2025: [Registration Link](#)

Council Questions/Discussion Concerning the Business Meeting

Call to Order

Pledge of Allegiance

Moment of Silence

Roll Call

Approval of Minutes: January 28, 2025

I. Committee of the Whole - Monday Night Only Items

1. Downtown Bentonville Inc. Presentation

2. **Water Rate Analysis and Financial Plan**
The second workshop with Raftelis and the City to discuss water rates.
3. **Construction Appeals Board Discussion**

II. **New Business - Public Comment to be Heard with Agenda Item**

1. **Ordinance Establishing 2025 Fees for Bentonville Public Library** **Ordinance***
Ordinance establishing fees for Library materials, programs, services, and facilities for 2025. No budget adjustment is needed.
2. **Appointment of August Martin to the NWA National Airport Authority Board of Directors** **Appointment**
Mayor Orman recommends appointment of August Martin to the Northwest Arkansas National Airport Authority Board of Directors. Term to expire on December 31, 2030.
3. **Resolution to Award Bid IFB-24-96 to Milestone Construction Company for Repairs to Fire Station 4** **Resolution ***
Resolution to award bid IFB-24-96-Fire Station 4 Storm Repairs to Milestone Construction Company, LLC in the amount of \$43,101.29 to repair damages sustained to fire station 4 during the storm on May 26th, 2024. A budget adjustment is needed.
4. **Resolution to Award Bid IFB-24-86 Routine Automotive Vehicle Maintenance and Inspection Services** **Resolution ***
Resolution awarding bid IFB-24-86 to Banner Fire Equipment per the unit prices attached. No budget adjustment is needed.
5. **Resolution to Award Bid IFB-24-93 - Routine Emergency Vehicle Maintenance & Inspection Services** **Resolution ***
Resolution to award bid IFB-24-93 to Banner Fire Equipment per the unit prices attached. No budget adjustment is needed.
6. **Ordinance Waiving Bidding to Purchase Twelve (12) Police Department Vehicles with Upfitting** **Ordinance***
An Ordinance authorizing an agreement with Superior Automotive Group, and competitive bid waiver, to purchase twelve (12) Chevrolet Tahoe police vehicles with upfitting. No budget adjustment is needed.
7. **Resolution Authorizing a Capital Expenditure to Purchase Equipment Upgrades for Existing Fleet** **Resolution ***
A Resolution authorizing budgeted capital funds to be used to retrofit new docks into the Bentonville Police Department's existing fleet. No budget adjustment is needed.
8. **Public Hearing & Ordinance Vacating a Street Right of Way & Establishing a Utility Easement (VAC24-0006)** **Ordinance***
Hold Public Hearing and approval of Ordinance vacating Street Right of Way and establishing Utility Easement located at Lot 16 of Hillcrest Addition (VAC24-0006).

9. **Resolution Setting a Public Hearing for Utility Easement Vacation (VAC25-0001)** **Resolution ***
 Approve Resolution to set Public Hearing for February 25, 2025 for a Utility Easement Vacation located at Lot 18 of Crystal Bridges Museum Addition (VAC25-0001).
10. **Airport Advisory Board Appointment of Cara Osborne** **Appointment**
 City Council approval of Mayor Orman's recommendation to appoint Cara Osborne to first 3-year term on the Airport Advisory Board. Cara will begin her first term filling the expired term of Richard Ham. Her term will expire on September 30, 2027.
11. **Resolution to Enter into an Amended Agreement with Ozark Tennis Academy** **Resolution ***
 Resolution to enter into an amended agreement with Ozark Tennis Academy, utilizing the contract extension provision for one (1) year, for tennis and pickleball services in 2025. No budget adjustment is needed.
12. **Resolution to Enter an Agreement with Byrne & Jones Sports Construction for Creekside Park Cricket Field** **Resolution ***
 A Resolution for the Mayor and City Clerk to enter into an agreement with Byrne & Jones Sports Construction, in the amount of \$150,000.00, for field corrections and improvements at the Creekside Park cricket field. No budget adjustment is needed.
13. **Resolution to Award Bid IFB-24-92 Parks Mowing Services to Brightview Landscape Services, Inc.** **Resolution ***
 Resolution awarding IFB-24-92 Parks Mowing Services to Brightview Landscape Services, Inc. for mowing services throughout the year at a weekly rate of \$3,979.61, for an estimated annual total of \$119,388.00. No budget adjustment is needed.
14. **Resolution for Parks and Recreation Maintenance Facility Amendment Approval and GMP Bid Award** **Resolution ***
 Resolution authorizing the Mayor and Clerk enter into an amended GMP agreement with Crossland Construction, in the amount of \$6,405,195.00, for the construction of the new parks and recreation maintenance facility at Memorial Park. No budget adjustment is needed.
15. **Ordinance Waiving Competitive Bidding for the 2025 Downtown Bentonville Inc. Services Agreement** **Ordinance***
 Ordinance approving a bid waiver to Downtown Bentonville, Inc., and authorizing the Mayor and City Clerk enter into an agreement for services for 2025. No budget adjustment is needed.

III. Utility Board

1. **Resolution Authorizing Water Resource Recovery Facility Fence Repair due to 2024 Storm Event** **Resolution ***
 Approving a Resolution authorizing an agreement with B's Tree & Landscape, in the amount of \$36,359.48, for the WRRF and compost facility northern property line clearing and fence replacement, due to damage caused by the May, 2024 storm. Utility Board approved 5-0. A budget adjustment is needed.

2. **Resolution to Amend Bid Award IFB-21-91 with Chemtrade Chemicals US, LLC** **Resolution ***

Approving a resolution to enter in an amended agreement with Chemtrade Chemicals US, LLC. for the continued purchasing of Aluminum Sulfate. Utility Board approved 5-0. No budget adjustment is needed.

3. **Ordinance for a Waiver of Bid to Purchase Equipment for the Barscreen at McKissic Creek Lift Station** **Ordinance***

Approving an Ordinance to waive competitive bidding for the purchase of replacement components for the barscreen at McKissic Creek Lift Station. Utility Board approved 5-0. No budget adjustment is needed.

IV. Planning

1. **Final Plat - Lots 1-147 of Hope Hill Subdivision - Ginn Road (FP24-0016)** **Ordinance***

The Planning Commission voted 7-0, recommending approval.

An Ordinance Accepting A Final Plat Of Lots 1-147 Of Hope Hill Subdivision To The City Of Bentonville, Arkansas; And For Other Purposes.

2. **Lot Split - Lots 6 and 7 of Simpson Family Subdivision - Heagerty Road (LS24-0038)** **Ordinance***

The Planning Commission voted 7-0, recommending approval.

An Ordinance Accepting A Lot Split Of Lot 2 Of Simpson Family Subdivision Creating New Lots 6 And 7 Of Simpson Family Subdivision To The City Of Bentonville, Arkansas; And For Other Purposes.

3. **Lot Split - Lots 143 and 144 of Osage Hills Subdivision, Phase 1 - Southwest Pawhuska Street (LS24-0039)** **Ordinance***

The Planning Commission voted 7-0, recommending approval.

An Ordinance Accepting A Lot Split Of Lot 30 Of Osage Hills Subdivision, Phase 1 Creating New Lots 143 And 144 Of Osage Hills Subdivision, Phase 1 To The City Of Bentonville, Arkansas; And For Other Purposes.

4. **Rezoning - Kincannon - R-1, Low-Density Single-Family Residential to DN-2, Downtown Medium Density Residential - 316 Southwest D Street (RZ25-0002)** **Ordinance***

The Planning Commission voted 7-0, recommending approval.

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.

5. **Future Land Use Map Amendment - River Farm Capital, LLC - Low Density Residential (LDR) to Medium Density Residential (MDR) - Northwest 10th Street (RZ25-0003)** **Resolution ***

The Planning Commission voted 7-0, recommending approval.

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.

6. **Rezoning - River Farm Capital, LLC - R-1, Low-Density Single-Family Residential to DN-2, Downtown Medium Density Residential - Northwest 10th Street (RZ25-0003)** **Ordinance***

The Planning Commission voted 7-0, recommending approval.

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.

7. **Plan Bentonville - Future Land Use Map and Alignment Policy** **Resolution ***

V. Other Business/Announcements/Comments

Adjournment

Public Comments Concerning Matters of City Related Business



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:		Submitted By:	
Phone:		For Department(s):	
Email:			

Item Type (Check all that apply)

<input type="checkbox"/> Informational	<input type="checkbox"/> Bid Award	<input type="checkbox"/> Enter into an Agreement	<input type="checkbox"/> Change Order
<input type="checkbox"/> Recognizing Funds	<input type="checkbox"/> Budget Adjustment	<input type="checkbox"/> Waiver of Bid	<input type="checkbox"/> Emergency Clause
Ordinance	Resolution	Informational	

Title, Recommendation & Justification

Title:	
Action Recommendation & Justification:	
Additional Comments for Consideration (Optional):	

Amount for Approval:	\$
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Budget Impact

Is this Item Budgeted? YES NO ITEM HAS NO COST OTHER: _____

Budget Adjustment (to be completed by Finance when applicable)

Account Number (ORG-OBJECT)	Account Description	\$	\$
		Expense	Revenue
		\$	\$
		Expense	Revenue
		\$	\$
		Expense	Revenue
		\$	\$
		Expense	Revenue

Fund(s) Impacted

(check all that apply)

General Fund **Utility Fund** **Street Fund** **Other(s):** _____

Budget Impact Notes for Consideration (Optional):



City of Bentonville, Arkansas Agenda Item Form

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Email:			

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<input type="checkbox"/> Informational	<input type="checkbox"/> Bid Award	<input type="checkbox"/> Enter into an Agreement	<input type="checkbox"/> Change Order
<input type="checkbox"/> Recognizing Funds	<input type="checkbox"/> Budget Adjustment	<input type="checkbox"/> Waiver of Bid	<input type="checkbox"/> Emergency Clause
<input type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Informational	

Title, Recommendation & Justification

Title:	
Action Recommendation & Justification:	
Additional Comments for Consideration (Optional):	

Amount for Approval:	\$
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		\$	\$
		Expense	Revenue
		\$	\$
		Expense	Revenue

Fund(s) Impacted

(check all that apply)

General Fund **Utility Fund** **Street Fund** **Other(s):** _____

Budget Impact Notes for Consideration (Optional):

ARTICLE 14-XIII CONSTRUCTION APPEALS BOARD

[Sec 14-417 Planning Commission To Act As Board Of Appeals](#)

[Sec 14-418 Emergency Board](#)

[Sec 14-419 Membership](#)

[Sec 14-420 Hearing Procedure](#)

[Sec 14-421 Decision](#)

[Sec 14-422 Appeals](#)

Sec 14-417 Planning Commission To Act As Board Of Appeals

The planning commission shall act as the board of appeals for the fire prevention, electrical, plumbing and building codes of the city. The procedure for appeal for all codes shall be as provided in the building code, except that in-progress construction appeals may be made to the emergency construction appeals board.

(Code 1994, § 11.40.01; Ord. No. 83-74, § 1)

Sec 14-418 Emergency Board

There is hereby created an emergency construction appeals board which shall be vested with the authority to hear and decide appeals from the decisions of the building inspector concerning in-progress construction.

(Code 1994, § 11.40.02; Ord. No. 83-74, § 2)

Sec 14-419 Membership

The membership of said board shall consist of three members, of whom one shall be a registered architect or engineer, one shall be a member of the building trades industry and one shall be a member of the planning commission. The mayor shall serve as an alternate member to the board in the event that a third member is unavailable for a given hearing. The regular board members shall be appointed by the mayor with approval of the city council for two-year terms.

(Code 1994, § 11.40.03; Ord. No. 83-74, § 3)

Sec 14-420 Hearing Procedure

The hearing procedure shall be as the board determines is in the best interests of the parties and the city. Every decision shall be made by a majority vote of the full board within 24 hours of notice of appeal to the building inspector. In the event the appeal is lodged after 8:30 a.m. on the last working day of any week, a decision must be rendered before 9:00 a.m. of the second working day of the following week. Such decision shall be reduced to writing and filed with the original building permit in the office of the building inspector within seven working days of said decision being rendered.

(Code 1994, § 11.40.04; Ord. No. 83-74, § 4)

Sec 14-421 Decision

A decision of the board shall be binding upon the building inspector as to the project and an appeal to the board shall relieve the building inspector and the city of any liability for any construction deficiencies related to the appeal which might be maintained by either the contractor or the owner of the property.

(Code 1994, § 11.40.05; Ord. No. 83-74, § 5)

Sec 14-422 Appeals

When any matter which has been appealed to the board of appeals under the building, fire prevention and electrical codes of the city has been heard by the board of appeals and relief denied, the applicant shall have the right to appeal such denial to the city council upon filing a written request for such appeal with the city clerk. The written request for such appeal must be filed within 15 days of the date upon which the board of appeals' decision was rendered. Such appeal shall be placed on the agenda of the next city council meeting to be heard on that date or at such other date as the council may elect.

(Code 1994, § 11.40.06; Ord. No. 90-4, § 1)



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:		Submitted By:	
Phone:		For Department(s):	
Email:			

Item Type (Check all that apply)

<input type="checkbox"/> Informational	<input type="checkbox"/> Bid Award	<input type="checkbox"/> Enter into an Agreement	<input type="checkbox"/> Change Order
<input type="checkbox"/> Recognizing Funds	<input type="checkbox"/> Budget Adjustment	<input type="checkbox"/> Waiver of Bid	<input type="checkbox"/> Emergency Clause
Ordinance	Resolution	Informational	

Title, Recommendation & Justification

Title:	
Action Recommendation & Justification:	
Additional Comments for Consideration (Optional):	

Amount for Approval:	\$
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Budget Impact

Is this Item Budgeted? YES NO ITEM HAS NO COST OTHER: _____

Budget Adjustment (to be completed by Finance when applicable)

Account Number (ORG-OBJECT)	Account Description	\$	\$
		Expense	Revenue
		\$	\$
		Expense	Revenue
		\$	\$
		Expense	Revenue
		\$	\$
		Expense	Revenue

Fund(s) Impacted

(check all that apply)

General Fund **Utility Fund** **Street Fund** **Other(s):** _____

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

TO: Bentonville City Council, Mayor Stephanie Orman
FROM: Hadi Dudley, Library Director
SUBJECT: Ordinance: Library Fee Schedule
CC: Bonnie Bridges, Patrick Johndrow
DATE: January 30, 2025

A complete Fee and Fine Schedule for Bentonville Public Library (BPL) is attached as Exhibit A. New and updated fees are highlighted, reflecting changes since City Council's last approval in 2018.

Minor adjustments to existing fees reflect increased costs for materials and collection agency services. Cost-recovery fees for supplies related to BPL's new Makerspace are designed to share material and equipment expenditures with patrons at an affordable price.

Meeting room rental rates for non-profit and for-profit users reflect the Library's goal to share stewardship of City of Bentonville property and recoup some operational costs. BPL's priority is to offer a welcoming and comfortable space that is affordable and reasonable, considering both our downtown location and focus on community service. BPL's standard meeting room policies apply to all public reservations.

The Library Advisory Board approved this Fee and Fine Schedule during its February 5, 2025 board meeting. An emergency clause is required in order for BPL to open its meeting room reservation system this month so that public use can begin March 1, 2025.

If you have questions, please email me at hdudley@bentonvillear.com.

Respectfully,
Hadi S. Dudley, Library Director
Bentonville Public Library

ORDINANCE NO. _____

AN ORDINANCE ESTABLISHING THE 2025 BENTONVILLE PUBLIC LIBRARY FEES; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES.

WHEREAS, the Bentonville Public Library requests to establish fees for library materials, programs, services, and facilities for 2025;

WHEREAS, minor adjustments to existing fees as shown in the attached Exhibit “A” are needed since council’s last approval in 2018; and

WHEREAS, the Library Advisory Board reviewed and approved the 2025 fees, at its February 5, 2025, meeting.

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

Section 1: The Bentonville Public Library 2025 fees, should be and the same is hereby amended as shown in the attached Exhibit “A”, hereby adopted by reference as though it was copied herein fully, with fee increases shown in yellow;

Section 2 - Emergency Clause: The need to make this change is immediate, so as not to affect the opening of the meeting room reservation system, 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 this _____ day of _____, 2025.

APPROVED:

STEPHANIE ORMAN, Mayor

ATTEST:

MALORIE MARRS, City Clerk

Exhibit 'A'

Bentonville Public Library: Fee and Fine Schedule

Description	Current	New	Unit of Measurement	Notes
Cost-Recovery Fees				
Non-resident library card	15.00	25.00	per household, per year	
Replacement library card	1.00		per card	
Photocopy/print: black & white	0.15		per page	
Photocopy/print: color	0.30		per page	
Technology use	10.00	0.00	per day	
3D Printing PLA Filament		0.10	per gram	
Vinyl & Die Cutter: paper or sticker		0.50	per page or sticker	
Vinyl & Die Cutter: vinyl		2.00	per foot	
Sewing		2.00	per hour	1 foot minimum
Sewing: embroidery		2.00	per 10,000 stitches	\$2.00 minimum
Sewing: serger		4.00	per hour	1 hour minimum
Sewing: backing		0.50	per foot	1 foot minimum
Laminator		0.50	per pouch	
Glowforge: plywood		10.00	12" x 20"	
Glowforge: acrylic		13.00	12" x 20"	
Glowforge: leather		3.00	12" x 20"	
Glowforge: foamboard		1.50	12" x 20"	
Glowforge: cardboard		0.50	12" x 20"	
Glowforge: chipboard pad		0.50	12" x 20"	
Administrative Fee	50.00		per hour	staff assistance, minor cleaning or repairs
Class or workshop		varies	per class or workshop, per person	refundable deposit or cost of materials (ex. \$5 or \$10)
Miscellaneous items for sale	varies		per item	
Cleaning or repair fee: facility damage	varies		per item	for cleaning or repair costs beyond administrative fee
Meeting Room Rental Fees				
Small Group Meeting and Individual Study Rooms		Free		1 to 2 to 4-person
Arvest Foundation Conference Room (For-Profit)		15.00	2 hours	6-person
Arvest Foundation Conference Room (Non-Profit)		7.50	2 hours	6-person
Kerr Conference Room (For-Profit)		15.00	2 hours	6-person
Kerr Conference Room (Non-Profit)		7.50	2 hours	6-person
Haney Family Conference Room (For-Profit)		25.00	2 hours	25-person
Haney Family Conference Room (Non-Profit)		12.50	2 hours	25-person
Rotary Conference Room (For-Profit)		50.00	2 hours	50-person
Rotary Conference Room (Non-Profit)		25.00	2 hours	50-person
Walmart Foundation Community Room (For-Profit)		150.00	2 hours	250-person
Walmart Foundation Community Room (Non-Profit)		50.00	2 hours	250-person
Early Booking Fee (For-Profit)		500.00		6+ months in advance; not refundable
Early Booking Fee (Non-Profit)		250.00		6+ months in advance; not refundable
Facility Fee		100.00		minimum 1 week notice; ex: furniture moving (stage)
No-show or late cancellations will forfeit entire meeting room fee				minimum 48 hours required
Non-resident library card fee applicable to individuals or groups outside the region				

Description	Current	New	Unit of Measurement	Notes
Library Fines				
Overdue: regular materials	0.10		per item, per day	\$2.00 limit
Overdue: specialty materials	1.00		per item, per day	\$10.00 limit
Damaged: item repairable	5.00		per item	
Multi-part items: replacement cost per section	varies		per item	
Lost or Damaged: item non-usable	varies		per item	Purchase price, plus \$5.00 processing fee, plus overdue fee (if applicable)
Fine for technology returned to the book drops	50.00		per item	
Suspension of Borrowing & Computer Privileges				
\$10.00 maximum fines and fees			per individual	
\$50.00 maximum fines and fees			per household	
Collection Agency				
Long Overdue/Administration Fee (Collection Agency)	10.00	15.00		Established minimum threshold: \$40.00
eCommerce and Credit Cards				
Established minimum threshold: \$2.50				Transaction fees are not charged to patrons
Library Card Renewal				
All fees and fines must be paid in total at time of library card renewal				



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:		Submitted By:	
Phone:		For Department(s):	
Email:			

Item Type (Check all that apply)

<input type="checkbox"/> Informational	<input type="checkbox"/> Bid Award	<input type="checkbox"/> Enter into an Agreement	<input type="checkbox"/> Change Order
<input type="checkbox"/> Recognizing Funds	<input type="checkbox"/> Budget Adjustment	<input type="checkbox"/> Waiver of Bid	<input type="checkbox"/> Emergency Clause
<input type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Informational	<input type="checkbox"/> Appointment

Title, Recommendation & Justification

Title:	
Action Recommendation & Justification:	
Additional Comments for Consideration (Optional):	

Amount for Approval:	\$
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Budget Impact

Is this Item Budgeted? YES NO ITEM HAS NO COST OTHER: _____

Budget Adjustment (to be completed by Finance when applicable)

Account Number (ORG-OBJECT)	Account Description	\$	\$
		Expense	Revenue
		\$	\$
		Expense	Revenue
		\$	\$
		Expense	Revenue
		\$	\$
		Expense	Revenue

Fund(s) Impacted

(check all that apply)

General Fund **Utility Fund** **Street Fund** **Other(s):** _____

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712



February 11, 2025

To: City Council Members & City Clerk
From: Mayor Stephanie Orman
Subject: Appointment of August Martin to the Northwest Arkansas
National Airport Authority Board of Directors

I recommend August Martin for appointment to the Northwest Arkansas National Airport Authority Board of Directors. Mr. Martin's first term will expire on December 31, 2030.

A handwritten signature in black ink, appearing to be "SO" or similar initials, written in a cursive style.

Stephanie Orman



Boards and Commissions Application Form

Applicant Information

First Name	August
Last Name	Martin
Address	[REDACTED]
City	Bentonville
State	AR
Zip Code	72712
Home / Cell Phone	[REDACTED]
Email Address	[REDACTED]
Length of Bentonville Residency	8 years
Employer	Art & Wellness Enterprises
Occupation	CFO
Business Phone	[REDACTED]

(Section Break)

References
Please provide 2 references

Name	Reuben McDaniel
Email Address	[REDACTED]
Address	[REDACTED]
City	Bentonville
State	AR
Zip Code	72712

Phone Number	[REDACTED]
Name	Scott Eccleston
Email Address	[REDACTED]
Address	[REDACTED]
City	Bentonville
State	AR
Zip Code	72712
Phone Number	[REDACTED]
Fax Number	<i>Field not completed.</i>

(Section Break)

Board Selection and Qualifications

Select all commissions and boards for which you would like to be considered:	NWA National Airport Authority Board of Directors
1. What are your qualifications for serving on this commission or board, including education and subject matter expertise?	I serve, or have served, as a board member or officer of several local organizations including the Crystal Bridges Museum of American Art, the Heartland Whole Health Institute, the Alice Walton School of Medicine, and Beer & Hymns. I have an MBA, CPA, and over 20 years of finance and senior management experience in for profit, non-profit, and government organizations including the U.S. Department of Transportation.
2. Why would you like to be considered for appointment to this commission or board?	I am passionate about improving the quality of life in Bentonville and NW Arkansas. The recent and ongoing rapid growth in the region is both exciting and challenging. The XNA board is critical to ensuring that residents, business people and tourists are able to travel in and out of the area smoothly and cost efficiently. I believe that my experiences in both the government and the private sector will be greatly beneficial in helping to guide the airport through this period of anticipated significant change.

3. What do you hope to be able to contribute?

If chosen to serve on this board, I hope to provide strategic insights, a voice of the customer (traveler), and financial expertise as we think about the current and future capabilities and needs of the airport. Our region relies heavily on XNA for so many areas of our economy that it is critical for this board to provide the guidance to ensure we maximize the impact of flight travel to/from the region. I would be honored to be part of this important leadership team.

(Section Break)

Qualifications for Serving

Please read the Qualifications for Serving provided below. These are the general qualifications to serve on any board or commission of the City of Bentonville.

I have read the above qualifications to serve on a city commission or board.

Yes

(Section Break)

Restrictions on Appointees

Please read the Restrictions on Appointees provided below. Then type in your name and date to confirm that you are aware of and, if appointed, agree to the following rules.

Agreement to Abide by Restrictions on Appointees

August Martin

Date

12/19/2024



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:		Submitted By:	
Phone:		For Department(s):	
Email:			

Item Type (Check all that apply)

<input type="checkbox"/> Informational	<input type="checkbox"/> Bid Award	<input type="checkbox"/> Enter into an Agreement	<input type="checkbox"/> Change Order
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Ordinance	Resolution	Informational	

Title, Recommendation & Justification

Title:	
Action Recommendation & Justification:	
Additional Comments for Consideration (Optional):	

Amount for Approval:	\$
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Budget Impact

Is this Item Budgeted? YES NO ITEM HAS NO COST OTHER: _____

Budget Adjustment (to be completed by Finance when applicable)

Account Number (ORG-OBJECT)	Account Description	\$	\$
		Expense	Revenue
		\$	\$
		Expense	Revenue
		\$	\$
		Expense	Revenue
		\$	\$
		Expense	Revenue

Fund(s) Impacted

(check all that apply)

General Fund **Utility Fund** **Street Fund** **Other(s):** _____

Budget Impact Notes for Consideration (Optional):



CITY OF BENTONVILLE, ARKANSAS PURCHASING AND COMPLIANCE DEPARTMENT

FORMAL SEALED BID TABULATION

Date of Bid Opening:	1/16/25	Time of Bid Opening:	1:00 PM	IFB-24-96
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Solicitation Title: Fire Station 4 Storm Repair

Bidders:		The Pounds Group, LLC dba Sullivan Contracting Services	Milestone Construction Company, LLC	Diamond C Construction
Contractor License Number		0463220725	0156050425	0318010625
Line Item	Description	Base Price	Base Price	Base Price
1	Material and Labor	\$97,000.00	\$43,101.29	\$59,990.00
2	Trenching or Excavation Safety Systems	N/A	N/A	N/A
Total Bid Price		\$97,000.00	\$43,101.29	\$59,990.00
Number of Days Proposed		55	14	10
Line Item	Subcontractor Type	Name	Name	Name
3	Plumbing	Name	Action Mechanical	N/A
		License #	0039780125	
4	Mechanical	Name	Action Mechanical	N/A
		License #	0039780125	
5	Electrical	Name	Multi-Craft Contractors	N/A
		License #	0025810525	
6	Metal Roof	Name	Franklin & Son	Pro Clad
		License #	0029380425	0355540325

purchasing@bentonville.com - (479) 271-3115

TABULATION VERIFICATION



Jessica Engel, Purchasing Specialist



Kelsi Frederick, Purchasing Manager

RESOLUTION NO. _____

A RESOLUTION AWARDED BID IFB-24-96 TO MILESTONE CONSTRUCTION COMPANY, FOR REPAIRS TO FIRE STATION 4, IN AN AMOUNT NOT TO EXCEED FORTY-THREE THOUSAND ONE HUNDRED ONE DOLLARS AND TWENTY-NINE CENTS (\$43,101.29); ADJUSTING THE 2025 BUDGET TO APPROPRIATE SAID FUNDS FOR THIS PROJECT; AND FOR OTHER PURPOSES.

WHEREAS, repairs are needed for damage sustained to Fire Station 4 due to the May 26, 2024 storm;

WHEREAS, Milestone Construction Company is the lowest qualified bidder for bid IFB-24-96;

WHEREAS, this amount will be submitted to FEMA for seventy-five percent (75%) reimbursement; and

WHEREAS, a budget adjustment is needed.

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

Section 1: The Mayor and City Clerk are authorized to enter into an agreement with Milestone Construction Company, for repairs to Fire Station 4, in an amount not to exceed forty-three thousand one hundred one dollars and twenty-nine cents (\$43,101.29);

Section 2: The 2025 Budget is amended to appropriate the same from General Fund Reserves to Account #102020-44430 – Building/Ground Maintenance;

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

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2025.

APPROVED:

STEPHANIE ORMAN, Mayor

ATTEST:

MALORIE MARRS, City Clerk



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:		Submitted By:	
Phone:		For Department(s):	
Email:			

Item Type (Check all that apply)

<input type="checkbox"/> Informational	<input type="checkbox"/> Bid Award	<input type="checkbox"/> Enter into an Agreement	<input type="checkbox"/> Change Order
<input type="checkbox"/> Recognizing Funds	<input type="checkbox"/> Budget Adjustment	<input type="checkbox"/> Waiver of Bid	<input type="checkbox"/> Emergency Clause
Ordinance	Resolution	Informational	

Title, Recommendation & Justification

Title:	
Action Recommendation & Justification:	
Additional Comments for Consideration (Optional):	

Amount for Approval:	\$
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Budget Impact

Is this Item Budgeted? YES NO ITEM HAS NO COST OTHER: _____

Budget Adjustment (to be completed by Finance when applicable)

Account Number (ORG-OBJECT)	Account Description	\$	\$
		Expense	Revenue
		\$	\$
		Expense	Revenue
		\$	\$
		Expense	Revenue
		\$	\$
		Expense	Revenue

Fund(s) Impacted

(check all that apply)

General Fund **Utility Fund** **Street Fund** **Other(s):** _____

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712



CITY OF BENTONVILLE, ARKANSAS PURCHASING DEPARTMENT

FORMAL SEALED BID TABULATION

Date of Bid Opening:	1/9/25	Time of Bid Opening:	1:00 PM	IFB-24-86
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Solicitation Title: Fire Department Automotive Vehicle Maintenance

Bidders: Straightline Automotive Banner Fire Equipment

GROUP 1: SUV'S & TRUCKS - UNLEADED 4 X 4

Routine Maintenance and Inspection

Line Item	Estimated Quantity	Description	Unit Price	Unit Price
1	1 Service	Oil change, filter replacement and fluid check	\$72.46	\$241.44
2	1 Service	Transmission fluid check and add if needed	\$27.33	\$6.83
3	1 Service	Chassis lube service	\$27.33	Included
4	1 Service	Tire air pressure check and adjust if needed	No Charge	Included
5	1 Service	Tire rotation	\$51.25	Included
6	1 Service	Inspection	\$68.33	Included
7	1 Service	Rear and Front Differential check and add if needed	\$54.66	\$6.06
8	1 Service	Air Filter check and replacement if needed	\$68.33	\$22.89
9	1 Service	Check Coolant, Windshield Washer Fluid, and Brake Fluid adjust as needed	\$27.33	\$6.83

Non-Routine/Major Component Failure Repairs

10	1 Hour	Hourly rate for non-routine/major component failure repair work	\$125.00	\$185.00
Subtotal (the sum of line number 1 through 9)			\$397.02	\$284.05
Estimated Quantity of Vehicles in Group 1			21	21
Group 1 Pricing			\$8,337.42	\$5,965.05

GROUP 2: TRUCKS - DIESEL 4 X 4

1	1 Service	Oil change, filter replacement and fluid check	\$156.46	\$246.92
2	1 Service	Transmission fluid check and add if needed	\$27.33	\$6.83
3	1 Service	Chassis lube service	\$27.33	Included
4	1 Service	Tire air pressure check and adjust if needed	No Charge	Included
5	1 Service	Change Fuel Filter once a year	\$279.03	\$77.42
6	1 Service	Inspection	\$68.33	Included
7	1 Service	Rear and Front Differential check and add if needed	\$54.66	\$6.06
8	1 Service	Air Filter check and replacement if needed	\$73.10	\$79.17
9	1 Service	Check Coolant, Windshield Washer Fluid, and Brake Fluid adjust as needed	\$27.33	\$6.83

Non-Routine/Major Component Failure Repairs

10	1 Hour	Hourly rate for non-routine/major component failure repair work	\$125.00	\$185.00
Subtotal (the sum of line number 1 through 9)			\$713.57	\$423.23
Estimated Quantity of Vehicles in Group 2			11	11
Group 2 Pricing			\$7,849.27	\$4,655.53
Total Bid Price			\$16,186.69	\$10,620.58

*Total Bid Price corrected during bid evaluation

purchasing@bentonvillear.com - (479) 271-3115

TABULATION VERIFICATION

[Redacted Signature] Jessica Engel, Purchasing Specialist

X

[Redacted Signature] Kelsi Frederick, Purchasing Manager

RESOLUTION NO. _____

A RESOLUTION AWARDED BID IFB-24-86 TO BANNER FIRE EQUIPMENT, FOR ROUTINE AUTOMOTIVE VEHICLE MAINTENANCE AND INSPECTION SERVICES, PER UNIT PRICING; AND FOR OTHER PURPOSES.

WHEREAS, routine automotive vehicle maintenance and inspection services are needed for the Bentonville Fire Department;

WHEREAS, Banner Fire Equipment is the lowest qualified bidder for bid IFB-24-86; and

WHEREAS, this is a budgeted item.

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

Section 1: The Mayor and City Clerk are authorized to enter into a contract with Banner Fire Equipment, for routine automotive vehicle maintenance and inspection services for the Bentonville Fire Department, per the unit pricing;

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 _____, 2025.

APPROVED:

STEPHANIE ORMAN, Mayor

ATTEST:

MALORIE MARRS, City Clerk



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:		Submitted By:	
Phone:		For Department(s):	
Email:			

Item Type (Check all that apply)

<input type="checkbox"/> Informational	<input type="checkbox"/> Bid Award	<input type="checkbox"/> Enter into an Agreement	<input type="checkbox"/> Change Order
<input type="checkbox"/> Recognizing Funds	<input type="checkbox"/> Budget Adjustment	<input type="checkbox"/> Waiver of Bid	<input type="checkbox"/> Emergency Clause
Ordinance	Resolution	Informational	

Title, Recommendation & Justification

Title:	
Action Recommendation & Justification:	
Additional Comments for Consideration (Optional):	

Amount for Approval:	\$
-----------------------------	----

Budget Impact

Is this Item Budgeted? YES NO ITEM HAS NO COST OTHER: _____

Budget Adjustment (to be completed by Finance when applicable)

Account Number (ORG-OBJECT)	Account Description	\$	\$
		Expense	Revenue
		\$	\$
		Expense	Revenue
		\$	\$
		Expense	Revenue
		\$	\$
		Expense	Revenue

Fund(s) Impacted

(check all that apply)

General Fund **Utility Fund** **Street Fund** **Other(s):** _____

Budget Impact Notes for Consideration (Optional):



CITY OF BENTONVILLE, ARKANSAS PURCHASING DEPARTMENT

FORMAL SEALED BID TABULATION

Date of Bid Opening:	1/9/25	Time of Bid Opening:	1:30 PM	IFB-24-93
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Solicitation Title: Fire Department Emergency Vehicle Maintenance

Bidders:	Straightline Automotive	Banner Fire Equipment
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FIRE APPARATUS - PUMPER / LADDERS

Routine Maintenance and Inspection

Line Item	Estimated Quantity	Description	Unit Price	Unit Price
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BODY AND ELECTRICAL 12 VOLT

1	1 Service	Check Compartment Lights	Not Applicable	Included
2	1 Service	Check Marker Lights	Not Applicable	Included
3	1 Service	Check Warning Lights	Not Applicable	Included
4	1 Service	Check Ground Lights	Not Applicable	Included
5	1 Service	Check Flood & Scene Lights	Not Applicable	Included
6	1 Service	Check All 12V Controls	Not Applicable	Included
7	1 Service	Perform Battery Load Tests and log	Not Applicable	Included

FIRE PUMP (AS REQUIRED)

8	1 Service	Perform Vacuum Test	Not Applicable	\$92.50
9	1 Service	Check Transfer Valve operation	Not Applicable	Included
10	1 Service	Check Relief Valve Operation	Not Applicable	Included
11	1 Service	Check transfer case oil	Not Applicable	Included
12	1 Service	Lube Controls and Valves	Not Applicable	Included
13	1 Service	Check/Clean Strainers	Not Applicable	Included
14	1 Service	Priming System & Tank inspection	Not Applicable	Included
15	1 Service	Check Gauges	Not Applicable	Included
16	1 Service	Check Drains	Not Applicable	Included
17	1 Service	Check Pump Shift Operation	Not Applicable	Included
18	1 Service	Check/Fill Primer Reservoir (ar)	Not Applicable	Included
19	1 Service	Run pump to check operation	Not Applicable	Included
20	1 Service	Visually inspect foam system for leaks	Not Applicable	Included
21	1 Service	Check foam level indicators	Not Applicable	Included

BODY ELECTRICAL 120 - VOLT

22	1 Service	Check Systems Operation	Not Applicable	Included
23	1 Service	Check Generator Power Output on display	Not Applicable	Included
24	1 Service	Check All 120-Volt Receptacles	Not Applicable	Included
25	1 Service	Check All 120-Volt Light	Not Applicable	Included

WATER TANK

26	1 Service	Check for leaks	Not Applicable	Included
27	1 Service	Check Hoses & Fittings	Not Applicable	Included
28	1 Service	Check Tank Level Indicator	Not Applicable	Included

AIR SYSTEM

29	1 Service	Check for Leaks/Damage	Not Applicable	Included
27	1 Service	Check air dryer cartridge	Not Applicable	Included
28	1 Service	Drain water from air tanks	Not Applicable	Included

ENGINE

32	1 Service	Change oil	\$475.87	\$386.32
33	1 Service	Replace Oil Filter(s)	\$475.87	\$51.29
34	1 Service	Replace Fuel Filter(s)	\$221.93	\$120.97
35	1 Service	Replace Air Filter (ar)	\$469.07	\$193.64
36	1 Service	Replace Coolant Filter(s)	\$242.06	Not Applicable
37	1 Service	Check/Adjust Fluid Levels	\$27.33	\$627.75
38	1 Service	Check Drive Belts	No Charge	Included
39	1 Service	Check for Fluid Leaks	No Charge	Included
40	1 Service	Check Engine Mounts	No Charge	Included
41	1 Service	Check Exhaust System	No Charge	Included
42	1 Service	Check Oil Pressure	No Charge	Included
43	1 Service	Check Air Pressure	No Charge	Included
44	1 Service	Check Coolant Protectant Level	No Charge	Included
45	1 Service	Check P/S Filter	No Charge	Included

DRIVETRAIN

46	1 Service	Lubricate Chassis (ar)	\$62.50	Included
47	1 Service	Check Clutch & Linkage	No Charge	Included

48	1 Service	Check Real Axle(s) Fluid	No Charge	Included
49	1 Service	Check Axle Seals	No Charge	Included
50	1 Service	Check Fuel Tank Straps for Rust	No Charge	Included
51	1 Service	Lubricate Universal Joints	\$62.50	Included
52	1 Service	Check Snow Chains (ar)	\$62.50	Included
CAB				
53	1 Service	Check Mounting Bolts	Not Applicable	Included
54	1 Service	Check Instruments	Not Applicable	Included
55	1 Service	Check Controls	Not Applicable	Included
56	1 Service	Check all Glass	No Charge	Included
57	1 Service	Check Window Operation	No Charge	Included
58	1 Service	Check Seats & Seatbelts	No Charge	Included
59	1 Service	Check Door Hinges and Latches	No Charge	Included
60	1 Service	Check Wipers and Washers	No Charge	Included
61	1 Service	Check Running Lights	No Charge	Included
62	1 Service	Check Warning Lights	No Charge	Included
63	1 Service	Check Horns and Sirens	No Charge	Included
64	1 Service	Check Heater and Defroster	No Charge	Included
65	1 Service	Check A/C Operation & Outlet Temperature	No Charge	Included
TRANSMISSION				
66	1 Service	Check Fluid Level	No Charge	Included
67	1 Service	Check For Leaks	No Charge	Included
68	1 Service	Check Linkage	No Charge	Included
69	1 Service	Check Lock-up Operation	No Charge	Included
70	1 Service	Check PTO	No Charge	Included
TIRE / WHEELS				
71	1 Service	Check and adjust tire pressures	No Charge	Included
72	1 Service	Check Tire Wear and Condition	No Charge	Included
73	1 Service	Check Front Brakes	No Charge	Included
74	1 Service	Check Rear Brakes	No Charge	Included
Non-Routine / Major Component Failure Repairs				
75	1 Hour	Hourly rate for non-routine/major component failure repair work	\$125.00	\$185.00
Subtotal (the sum of line number 1 through 74)			\$2,099.63	\$1,472.47
Estimated Quantity of Vehicles			15	15
Fire Apparatus - Pumpers / Ladders Pricing			\$31,494.45	\$22,087.05
			*Total Bid Price corrected during bid evaluation	
purchasing@bentonvillear.com - (479) 271-3115				
TABULATION VERIFICATION				



Jessica Enzel, Purchasing Specialist



Kelsi Frederick, Purchasing Manager

RESOLUTION NO. _____

A RESOLUTION AWARDED BID IFB-24-93 TO BANNER FIRE EQUIPMENT, FOR ROUTINE EMERGENCY VEHICLE MAINTENANCE AND INSPECTION SERVICES, PER UNIT PRICING; AND FOR OTHER PURPOSES.

WHEREAS, routine emergency vehicle maintenance and inspection services are needed for the Bentonville Fire Department;

WHEREAS, Banner Fire Equipment is the lowest qualified bidder for bid IFB-24-93; and

WHEREAS, this is a budgeted item.

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

Section 1: The Mayor and City Clerk are authorized to enter into a contract with Banner Fire Equipment, for routine emergency vehicle maintenance and inspection services for the Bentonville Fire Department, per the unit pricing;

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 _____, 2025.

APPROVED:

STEPHANIE ORMAN, Mayor

ATTEST:

MALORIE MARRS, City Clerk



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:		Submitted By:	
Phone:		For Department(s):	
Email:			

Item Type (Check all that apply)

<input type="checkbox"/> Informational	<input type="checkbox"/> Bid Award	<input type="checkbox"/> Enter into an Agreement	<input type="checkbox"/> Change Order
<input type="checkbox"/> Recognizing Funds	<input type="checkbox"/> Budget Adjustment	<input type="checkbox"/> Waiver of Bid	<input type="checkbox"/> Emergency Clause
<input type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Informational	

Title, Recommendation & Justification

Title:	
Action Recommendation & Justification:	
Additional Comments for Consideration (Optional):	

Amount for Approval:	\$	
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Budget Impact

Is this Item Budgeted? YES NO ITEM HAS NO COST OTHER: _____

Budget Adjustment (to be completed by Finance when applicable)

Account Number (ORG-OBJECT)	Account Description	\$	\$
		Expense	Revenue
		\$	\$
		Expense	Revenue
		\$	\$
		Expense	Revenue
		\$	\$
		Expense	Revenue

Fund(s) Impacted

(check all that apply)

General Fund **Utility Fund** **Street Fund** **Other(s):** _____

Budget Impact Notes for Consideration (Optional):



MEMORANDUM

Police Department

TO: City Council and Mayor Stephanie Orman
FROM: Ray Shastid, Chief of Police
DATE: February 11, 2025
SUBJECT: Bentonville Police Department – 2025 vehicle purchases and upfitting waiver of bid

The Police Department is requesting a waiver of bid to purchase emergency equipment and upfitting for (12) police department budgeted vehicles.

The vehicles will be purchased from Superior Automotive Group in Siloam Springs, **at State bid pricing**, to include options. Superior will provide and install police equipment for all vehicles, upfitting, not to exceed \$307,962.88.

This waiver of competitive bidding streamlines the upfitting process of police vehicles and adheres to spending requirements. The waiver would also result in a "warranty in service date" to begin when the completed vehicle is delivered and ready for service, extending the city's effective warranty of each vehicle. Having the equipment installed by the dealer will also protect the manufacturer's warranty of each vehicle and offer an installation warranty for the life of the vehicle. See attached equipment list and pricing.

Superior Chevrolet has (5) remaining 2024 Chevrolet Tahoes PPV 4WD available at a discounted rate, below the 2025 State bid pricing of \$54,418.20. They have offered to sell these vehicles at \$52,212.00 each. This is a savings of \$2,206.20 per Tahoe; total savings of \$11,031.00.

Six (6) Chevrolet Tahoe's will be 2025 Chevrolet Tahoe PPV 4wd replacements at \$54,418.20 each (State bid pricing). One of these will be equipped as a K9 unit.

The remaining vehicle, (1) a 2025 Chevrolet Tahoe 5W4 will be an admin vehicle at a cost of \$54,509.80 (State bid pricing).

Additional savings come at the point of sale, with no additional taxes added for equipment and installation, if purchased as a package from Superior Automotive Group. See attached upfitting quotes.



MEMORANDUM

PURCHASING AND COMPLIANCE DEPARTMENT

TO: ADMINISTRATION

FROM: Kelsi Frederick, Purchasing and Compliance Manager

DATE: February 4, 2025

SUBJECT: Police Vehicle Upfitting

The Purchasing and Compliance Department has reviewed the request for a waiver of competitive bidding for the purchase of emergency equipment and upfitting for twelve (12) Police Department vehicles from Superior Automotive Group in Siloam Springs at State contract pricing. Based on this review, we recommend City Council approval of the ordinance authorizing this waiver.

The purchase utilizes State contract pricing, ensuring competitive and pre-negotiated rates in compliance with Arkansas procurement regulations. Approving this waiver streamlines the upfitting process, reducing delays and ensuring that vehicles are ready for immediate deployment. Emergency equipment installation by the dealer preserves the manufacturer's warranty and includes an installation warranty for the lifespan of each vehicle. An emergency clause is required to prevent delays that could hinder law enforcement operations and impact public safety.

The Purchasing and Compliance Department supports the approval of this ordinance to ensure the timely and compliant acquisition of necessary equipment.

Please feel free to contact me with any questions.

Kelsi Frederick

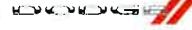
(479) 271-3115

kfrederick@bentonvillear.com

SUPERIOR

AUTOMOTIVE GROUP

Fleet and Commercial Sales



Attn: CITY OF BENTONVILLE
POLICE DEPT

1-24-25
JV

Vehicle 2025 TAHOE PPV

Emergency Equipment Upfit

Qty	Description	Price Total
1	WHELEN 54IN B/W LEGACY LB PKG INCLUDES	\$ 3,300.00
	C399 CORE CONTROL HEAD SPEAKER AND BRKT	
1	RPWS54 PILLAR LIGHTS	\$ 1,003.26
2	WHELEN I3JC	\$ 201.20
1	HG2 B/W SIDE RUNNER KIT	\$ 657.00
1	HAVIS CONSOLE PKG-VSX-1800-TAH-PM-1	\$ 1,433.44
	VSX CONSOLE FOR 2025 NOT AVAIL TILL SPRING	
1	HAVIS DS-PAN-1505-4 DOCK STATION	\$ 1,231.60
1	LTRON 4910LR-152-LTRK-MM SCANNER	\$ 501.60
1	JOTTO 475-1675 PARTITION	\$ 769.38
1	JOTTO 475-1674 HSEP	\$ 105.29
1	JOTTO 475-1682 CARGO BARRIER	\$ 471.24
1	475-1763 W/A DOOR	\$ 497.98
1	BLACK RAC AR/870 MOUNT	\$ 904.56
1	PANASONIC ARB-HDVC35 W/ANTENNAS	\$ 9,462.10
1	CEM8 EXP MODULE	\$ 80.00
1	WHELEN CHOWLER	\$ 574.43
1	WHELEN 3SRCCDCR LIGHT	\$ 48.00
1	STINGER 75832 LIGHT KIT	\$ 170.00
	BROTHER PJ822-VK PRINTER	\$ 457.70
1	SETINA 2 DRAWER W STANDARD LOCK	\$ 1,785.00
	Freight	\$ 225.00
	shop supplies	\$ 125.00
		\$ -
	Installation Labor	\$ 2,825.00

Total Upfit \$ 26,828.78

Jeremy Mcallister/John Vest
Superior Automotive Group
Fleet and Upfitting
304 S Lincoln St
Lowell AR 72745

SUPERIOR
 AUTOMOTIVE GROUP
 Fleet and Commercial Sales



Attn: CITY OF BENTONVILLE
 POLICE DEPT

1-24-25
 JV

Vehicle 2025 TAHOE PPV K9

Emergency Equipment Upfit

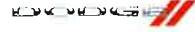
Qty	Description	Price Total
1	WHELEN INNER EDGE PKG INCLUDES	\$ 3,150.00
	C399 CORE CONTROL HEAD SPEAKER AND BRKT	
1	RPWS54 PILLAR LIGHTS	\$ 1,003.26
2	WHELEN I3JC	\$ 201.20
1	HG2 B/W SIDE RUNNER KIT	\$ 657.00
1	HAVIS CONSOLE PKG-VSX-1800-TAH-PM-1	\$ 1,433.44
	VSX CONSOLE FOR 2025 NOT AVAIL TILL SPRING	
1	HAVIS DS-PAN-1505-4 DOCK STATION	\$ 1,231.60
1	LTRON 4910LR-152-LTRK-MM SCANNER	\$ 501.60
1	HAVIS K9-C26 WHITE K9 ENCLOSURE	\$ 3,085.13
1	K9-A-201 HOT N POP KIT	\$ 1,949.32
1	K9-A-104 COOLING FAN AND MOUNT OPTION	\$ 407.38
1	K9-A-336 PAGER SYSTEM	\$ 524.12
	K9-A-306 ENGINE STALL SENSOR	\$ 177.60
1	BLACK RAC AR/870 MOUNT	\$ 904.56
1	PANASONIC ARB-HDVC35 W/ANTENNAS	\$ 9,462.10
1	CEM8 EXP MODULE	\$ 80.00
1	WHELEN CHOWLER	\$ 574.43
1	WHELEN 3SRCCDCR LIGHT	\$ 48.00
1	STINGER 75832 LIGHT KIT	\$ 170.00
	BROTHER PJ822-VK PRINTER	\$ 457.70
1	SETINA 2 DRAWER STANDARD LOCK	\$ 1,785.00
	Freight	\$ 475.00
	shop supplies	\$ 125.00
		\$ -
	Installation Labor	\$ 3,450.00

Total Upfit \$ 31,853.44

Jeremy Mcallister/John Vest
 Superior Automotive Group
 Fleet and Upfitting
 304 S Lincoln St

SUPERIOR
AUTOMOTIVE GROUP

Fleet and Commercial Sales



Attn: CITY OF BENTONVILLE
POLICE DEPT

1-24-25
JV

Vehicle 2025 TAHOE ADMIN

Emergency Equipment Upfit

Qty	Description	Price Total
1	WHELEN INNER EDGE PKG INCLUDES C399 CORE CONTROL HEAD SPEAKER AND BRKT	\$ 3,150.00
2	WHELEN I3JC	\$ 201.20
1	HG2 B/W SIDE RUNNER KIT	\$ 657.00
1	HAVIS CONSOLE PKG-VSX-1800-TAH-PM-1 VSX CONSOLE FOR 2025 NOT AVAIL TILL SPRING	\$ 1,433.44
1	CEM8 EXP MODULE	\$ 80.00
	Freight	\$ 375.00
	shop supplies	\$ 125.00
		\$ -
	Installation Labor	\$ 1,800.00

Total Upfit \$ 7,821.64

Jeremy Mcallister/John Vest
Superior Automotive Group
Fleet and Upfitting
304 S Lincoln St
Lowell AR 72745
Cell: JM 479-616-4348
JV 479-549-8335

2025 State Vehicle Contract

Item #	Description	Model	Price	Vendor	Vendor #	OA #	MPG City	MPG Hwy
Sedans								
2	4dr Compact Sedan	Dodge Hornet GT AWD	\$31,296.00	Red River Dodge	100254267	4600055701	21	29
3	4dr Mid-Size Sedan	Kia K4 LX	\$23,540.00	Steve Landers Chrysler	100144591	4600055682	34	40
4	4dr Large Sedan	Kia K5 LX	\$28,640.00	Steve Landers Chrysler	100144591	4600055682	26	37
TRUCKS								
7	1/2 Ton Truck, Reg. Cab, 4x2	Ford F-150	\$35,443.00	Mark McLarty Ford	100223045	4600055704	16	24
8	1/2 Ton Truck, Reg. Cab, 4x4	Chevy CK10703	\$39,566.60	Bale Chevrolet	100095671	4600055680	N/A	N/A
VANS & SUV								
13	5 Passenger Small Sport, 4WD	Jeep Compass 4x4	\$26,300.00	Red River Dodge	100254267	4600055701	24	32
14	8 Passenger Std. Sport, 2WD	Kia Telluride LX	\$38,581.00	Steve Landers Chrysler	100144591	4600055682	20	26
15	8 Passenger Std. Sport, 4WD	Kia Telluride S AWD	\$43,480.00	Steve Landers Chrysler	100144591	4600055682	18	24
16	8 Passenger Std. Sport, 2WD	Jeep Wagoneer L	\$53,353.00	Red River Dodge	100254267	4600055701	19	23
HYBRID / ALTERNATIVE VEHICLES								
20	Ford C-Max Hybrid 4-Door	Ford Escape PHEV	\$40,000.00	Red River Ford	100244944	4600055681	36	44
POLICE VEHICLES								
25	Campus Security Mid-Size Sedan, 4-Door	Kia K4 LX	\$23,540.00	Steve Landers Chrysler	100144591	4600055682	34	40
29	Chevy Tahoe, 2WD, Police Pursuit	Chevy PPV Tahoe	\$51,684.00	Bale Chevrolet	100095671	4600055680	N/A	N/A
30	Chevy Tahoe Special Service, 4WD	Chevy Tahoe	\$54,509.80	Bale Chevrolet	100095671	4600055680	N/A	N/A
31	Chevy Tahoe, 4WD, Police Pursuit	Chevy Tahoe	\$54,418.20	Bale Chevrolet	100095671	4600055680	N/A	N/A
32	Chevy Silverado 1500, 4WD, Crew Cab	Chevy CK10543 SSV	\$46,769.40	Bale Chevrolet	100095671	4600055680	17	18
33	Ford SuperCrew F-150, 4WD, Crew Cab	Ford F-150 Police Responder	\$45,404.00	Mark McLarty Ford	100223045	4600055704	17	23
34	Dodge Durango Special Service, RWD	Dodge Durango	\$38,151.00	Steve Landers Chrysler	100144591	4600055682	18	25
BI-FUEL & DEDICATED CNG VEHICLES								
35	Ford F-250 Bi-Fuel Regular Cab, 3/4 Ton, 4x2	Ford F-250	\$41,079.00	Mark McLarty Ford	100223045	4600055704	N/A	N/A
36	Ford F-250 Bi-Fuel Super Cab, 3/4 Ton, 4x2	Ford F-250	\$43,368.00	Mark McLarty Ford	100223045	4600055704	N/A	N/A
37	Ford F-250 Bi-Fuel Crew Cab, 3/4 Ton, 4x2	Ford F-250	\$44,681.00	Mark McLarty Ford	100223045	4600055704	N/A	N/A

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH SUPERIOR AUTOMOTIVE GROUP, FOR THE PURCHASE AND UPFITTING OF TWELVE (12) VEHICLES FOR THE BENTONVILLE POLICE DEPARTMENT, IN AN AMOUNT NOT TO EXCEED NINE HUNDRED FIFTY THOUSAND FORTY-ONE DOLLARS AND EIGHTY-EIGHT CENTS (\$950,041.88); WAIVING COMPETITIVE BIDDING; PROVIDING FOR THE EMERGENCY CLAUSE; AND FOR OTHER PURPOSES.

WHEREAS, Superior Automotive Group has agreed to 2025 State bid pricing, with 2024 vehicles being sold below State bid pricing; therefore, bidding would not result in competitive submittals;

WHEREAS, the Bentonville Police Department requests to purchase and upfit twelve (12) vehicles total; and

WHEREAS, this agreement will be funded with budgeted monies.

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

Section 1: The Mayor and City Clerk are authorized to enter into an agreement with Superior Automotive Group in Siloam Springs, for the purchase and upfitting of twelve (12) vehicles for the Bentonville Police Department, in an amount not to exceed nine hundred fifty thousand forty-one dollars and eighty-eight cents (\$950,041.88);

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

Section 3: There exists an exceptional circumstance whereby the requirements of competitive bidding are neither practical nor feasible and the City Council; therefore, waives the requirements of competitive bidding for the purchase and upfit of twelve (12) vehicles for the Bentonville Police Department;

Section 4 - Emergency Clause: The need to make this purchase is immediate, an emergency is hereby declared to exist, and this Ordinance shall be in full force and effect from the date of its passage and approval;

Section 5 - Severability Provision: If any part of this Ordinance is held invalid, the remainder of this Ordinance shall continue in effect as if such invalid portion never existed; and

Section 6 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Ordinance are repealed to the extent of such conflict.

PASSED this _____ day of _____, 2025.

APPROVED:

STEPHANIE ORMAN, Mayor

ATTEST:

MALORIE MARRS, City Clerk



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:		Submitted By:	
Phone:		For Department(s):	
Email:			

Item Type (Check all that apply)

<input type="checkbox"/> Informational	<input type="checkbox"/> Bid Award	<input type="checkbox"/> Enter into an Agreement	<input type="checkbox"/> Change Order
<input type="checkbox"/> Recognizing Funds	<input type="checkbox"/> Budget Adjustment	<input type="checkbox"/> Waiver of Bid	<input type="checkbox"/> Emergency Clause
<input type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Informational	

Title, Recommendation & Justification

Title:	
Action Recommendation & Justification:	
Additional Comments for Consideration (Optional):	

Amount for Approval:	\$
-----------------------------	----

Budget Impact

Is this Item Budgeted? YES NO ITEM HAS NO COST OTHER: _____

Budget Adjustment (to be completed by Finance when applicable)

Account Number (ORG-OBJECT)	Account Description	\$	\$
		Expense	Revenue
		\$	\$
		Expense	Revenue
		\$	\$
		Expense	Revenue
		\$	\$
		Expense	Revenue

Fund(s) Impacted

(check all that apply)

General Fund **Utility Fund** **Street Fund** **Other(s):** _____

Budget Impact Notes for Consideration (Optional):



MEMORANDUM

Police Department

TO: City Council and Mayor Stephanie Orman
FROM: Ray Shastid, Chief of Police
DATE: February 11, 2025
SUBJECT: Bentonville Police Department – 2025 vehicle purchases and upfitting waiver of bid

The Police Department is requesting to use additional savings in the Capital Vehicles account (102010-47420) for retrofitting new docks into our existing fleet as part of our Mobile Data Computer upgrades approved in 2025. The cost of the retrofitting is \$12,702.00 (includes sales tax).

These funds are already budgeted but not tied to the Mobile Data Computer upgrade project.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING 2025 CAPITAL FUNDS TO BE USED FOR THE PURCHASE OF EQUIPMENT UPGRADES FOR THE BENTONVILLE POLICE DEPARTMENT'S EXISTING FLEET; AND FOR OTHER PURPOSES.

WHEREAS, the Bentonville Police Department budgeted 2025 funds in its Capital Vehicles account (102010-47420) for vehicle purchase;

WHEREAS, due to cost savings, there is money left over in said account that will not be used for the purchase of vehicles;

WHEREAS, the Bentonville Police Department requests that twelve thousand seven hundred two dollars (\$12,702.00) of that savings be allocated to fund its mobile data center upgrades project, which will retrofit new docks into the department's existing fleet; and

WHEREAS, because these funds are in a capital account and allocated for vehicle purchasing, a Resolution is needed to approve reallocation to a different project.

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

Section 1: 2025 funds budgeted in Account #102010-47420 – Capital Vehicles, for vehicle purchase, in the amount of twelve thousand seven hundred two dollars (\$12,702.00) are hereby allocated to fund mobile data center upgrades for the Bentonville Police Department;

Section 2: No budget adjustment is needed as the monies remain in the same account;

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

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2025.

APPROVED:

STEPHANIE ORMAN, Mayor

ATTEST:

MALORIE MARRS, City Clerk



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:		Submitted By:	
Phone:		For Department(s):	
Email:			

Item Type (Check all that apply)

<input type="checkbox"/> Informational	<input type="checkbox"/> Bid Award	<input type="checkbox"/> Enter into an Agreement	<input type="checkbox"/> Change Order
<input type="checkbox"/> Recognizing Funds	<input type="checkbox"/> Budget Adjustment	<input type="checkbox"/> Waiver of Bid	<input type="checkbox"/> Emergency Clause
Ordinance	Resolution	Informational	

Title, Recommendation & Justification

Title:	
Action Recommendation & Justification:	
Additional Comments for Consideration (Optional):	

Amount for Approval:	\$
-----------------------------	----

Budget Impact

Is this Item Budgeted? YES NO ITEM HAS NO COST OTHER: _____

Budget Adjustment (to be completed by Finance when applicable)

Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		\$	\$
		\$	\$
		\$	\$
		\$	\$

Fund(s) Impacted

(check all that apply)

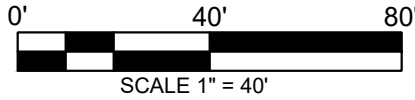
General Fund **Utility Fund** **Street Fund** **Other(s):** _____

Budget Impact Notes for Consideration (Optional):

EXHIBIT "A"

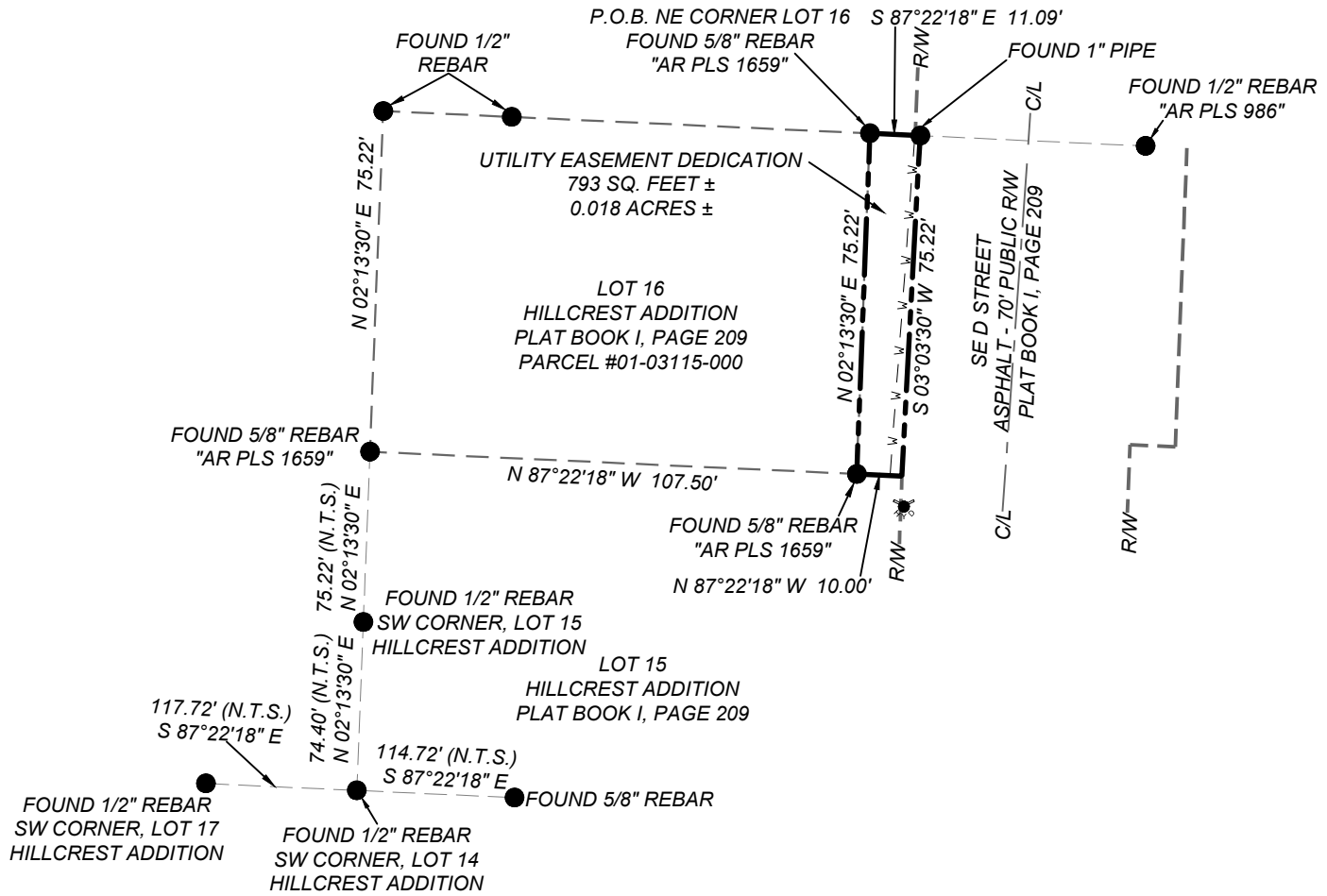
THIS EXHIBIT HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.

SHEET 1 OF 1



GRID NORTH, BASED ON ARKANSAS STATE PLANE COORDINATE SYSTEM, NORTH ZONE NAD83

LOT 2 BLOCK 2
MEADOWGLADE SUBDIVISION
PLAT BOOK 19, PAGE 158



BEING A 10-FOOT WIDE STRIP OF LAND LYING IN THE RIGHT-OF-WAY OF SOUTHEAST D STREET, LYING EAST OF AND ADJACENT TO THE EAST LINE OF LOT 16 HILLCREST ADDITION, PLAT BOOK I PAGE 209, BENTON COUNTY ARKANSAS; NORTH OF AND ADJACENT TO THE NORTH LINE OF LOT 15 OF SAID HILLCREST ADDITION, AND LYING SOUTH OF AND ADJACENT TO THE SOUTH LINE OF LOT 2 BLOCK 2, MEADOWGLADE SUBDIVISION PLAT BOOK 19 PAGE 158, BENTON COUNTY ARKANSAS, SAID 10-FOOT WIDE STRIP OF LAND BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 16, MARKED BY A 5/8 INCH REBAR WITH CAP INSCRIBED "AR PLS 1659" FOUND AT THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF SOUTHEAST D STREET (70' WIDTH);

THENCE ALONG THE SOUTH LINE OF LOT 2, BLOCK 2, MEADOWGLADE SUBDIVISION, A SUBDIVISION IN THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS AS SHOWN IN PLAT BOOK 19 PAGE 158 SOUTH 87 DEGREES 22 MINUTES 18 SECONDS EAST, A DISTANCE OF 11.09 FEET TO A FOUND 1-INCH PIPE;

THENCE SOUTH 03 DEGREES 03 MINUTES 30 SECONDS WEST, A DISTANCE OF 75.22 FEET TO THE NORTHEAST CORNER OF LOT 15, HILLCREST ADDITION;

THENCE WITH THE NORTH LINE OF SAID LOT 15 NORTH 87 DEGREES 22 MINUTES 18 SECONDS WEST, A DISTANCE OF 10.00 FEET TO A 5/8 INCH REBAR WITH CAP INSCRIBED "AR PLS 1659" FOUND AT THE SOUTHEAST CORNER OF LOT 16, HILLCREST ADDITION;

THENCE WITH THE EAST LINE OF SAID LOT 16 NORTH 02 DEGREES 13 MINUTES 30 SECONDS EAST, A DISTANCE OF 75.22 FEET TO THE POINT OF BEGINNING; HAVING AN AREA OF 793 SQUARE FEET, 0.018 ACRES MORE OR LESS.

LEGEND	
	FOUND MONUMENT AS-NOTED
	FIRE HYDRANT
N/F	NOW OR FORMERLY
	EASEMENT LINE
	R/W LINE/ADJOINER LINE
	QUARTER SECTION LINE
	CENTERLINE OF RAILROAD
	UNDERGROUND WATER LINE

UTILITY EASEMENT DEDICATION EXHIBIT	
FOR: <i>Verdant Studio</i>	
RIGHT-OF-WAY VACATION ACROSS THE LANDS OF: FREEDOM REALTY LLC	
1208 SE D STREET BENTONVILLE, AR 72712	
DATE: 04/29/2024 DRAWN BY: TS CHECK BY: DW	JOB NUMBER: 22-11809.01 EXHIBIT #: 1 OF 1 REVISION:

BLEW
& ASSOCIATES, P.A.

3825 N. SHILOH DRIVE,
FAYETTEVILLE, AR 72703
OFFICE: 888-933-2111 EMAIL:
SUPPORT@BLEW.COM

ORDINANCE NO _____

AN ORDINANCE VACATING RIGHT OF WAY AND ESTABLISHING UTILITY EASEMENT LOCATED AT LOT 16 OF HILLCREST ADDITION OF THE CITY OF BENTONVILLE, ARKANSAS, BENTON COUNTY ARKANSAS (VAC24-0006).

WHEREAS, a petition was filed by Freedom Realty, LLC with the City Council of the City of Bentonville, Arkansas, asking the City Council to vacate a Right of way and establish a public utility easement located in the City of Bentonville, Benton County, Arkansas, which portion is more particularly described as follows:

BEING A 10-FOOT WIDE STRIP OF LAND LYING IN THE RIGHT-OF-WAY OF SOUTHEAST D STREET, LYING EAST OF AND ADJACENT TO THE EAST LINE OF LOT 16 HILLCREST ADDITION, PLAT BOOK I PAGE 209, BENTON COUNTY ARKANSAS; NORTH OF AND ADJACENT TO THE NORTH LINE OF LOT 15 OF SAID HILLCREST ADDITION, AND LYING SOUTH OF AND ADJACENT TO THE SOUTH LINE OF LOT 2 BLOCK 2, MEADOWGLADE SUBDIVISION PLAT BOOK 19 PAGE 158, BENTON COUNTY ARKANSAS, SAID 10-FOOT WIDE STRIP OF LAND BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:
BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 16, MARKED BY A 5/8 INCH REBAR WITH CAP INSCRIBED "AR PLS 1659" FOUND AT THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF SOUTHEAST D STREET (70' WIDTH);
THENCE ALONG THE SOUTH LINE OF LOT 2, BLOCK 2, MEADOWGLADE SUBDIVISION, A SUBDIVISION IN THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS AS SHOWN IN PLAT BOOK 19 PAGE 158 SOUTH 87 DEGREES 22 MINUTES 18 SECONDS EAST, A DISTANCE OF 11.09 FEET TO A FOUND 1-INCH PIPE;
THENCE SOUTH 03 DEGREES 03 MINUTES 30 SECONDS WEST, A DISTANCE OF 75.22 FEET TO THE NORTHEAST CORNER OF LOT 15, HILLCREST ADDITION;
THENCE WITH THE NORTH LINE OF SAID LOT 15 NORTH 87 DEGREES 22 MINUTES 18 SECONDS WEST, A DISTANCE OF 10.00 FEET TO A 5/8 INCH REBAR WITH CAP INSCRIBED "AR PLS 1659" FOUND AT THE SOUTHEAST CORNER OF LOT 16, HILLCREST ADDITION;
THENCE WITH THE EAST LINE OF SAID LOT 16 NORTH 02 DEGREES 13 MINUTES 30 SECONDS EAST, A DISTANCE OF 75.22 FEET TO THE POINT OF BEGINNING; HAVING AN AREA OF 793 SQUARE FEET, 0.018 ACRES MORE OR LESS.

WHEREAS, after due notice as required by law, the Council has at the time and place mentioned the notice, heard all persons desiring to be heard on the question; that all the owners of the property abutting the easement to be vacated have joined in the petition or consented to the granting of the petition; and the public interest and welfare will not be adversely affected by the abandonment of the above described right of way.

NOW THEREFORE BE IT ORDAINED, by the City Council of the City of Bentonville, Arkansas:

Section 1: The City of Bentonville Arkansas releases, vacates and abandons all of its rights together with the rights of the public generally, in and to right of way subject to the condition that the public utility easement is reserved for the city designated as follows:

BEING A 10-FOOT WIDE STRIP OF LAND LYING IN THE RIGHT-OF-WAY OF SOUTHEAST D STREET, LYING EAST OF AND ADJACENT TO THE EAST LINE OF LOT 16 HILLCREST ADDITION, PLAT BOOK I PAGE 209, BENTON COUNTY ARKANSAS; NORTH OF AND ADJACENT TO THE NORTH LINE OF LOT 15 OF SAID HILLCREST ADDITION, AND LYING SOUTH OF AND ADJACENT TO THE SOUTH LINE OF LOT 2 BLOCK 2, MEADOWGLADE SUBDIVISION PLAT BOOK 19 PAGE 158, BENTON COUNTY ARKANSAS, SAID 10-FOOT WIDE STRIP OF LAND BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:
BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 16, MARKED BY A 5/8 INCH REBAR WITH CAP INSCRIBED "AR PLS 1659" FOUND AT THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF SOUTHEAST D STREET (70' WIDTH);
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THENCE SOUTH 03 DEGREES 03 MINUTES 30 SECONDS WEST, A DISTANCE OF 75.22 FEET TO THE NORTHEAST CORNER OF LOT 15, HILLCREST ADDITION;
THENCE WITH THE NORTH LINE OF SAID LOT 15 NORTH 87 DEGREES 22 MINUTES 18 SECONDS WEST, A DISTANCE OF 10.00 FEET TO A 5/8 INCH REBAR WITH CAP INSCRIBED "AR PLS 1659" FOUND AT THE SOUTHEAST CORNER OF LOT 16, HILLCREST ADDITION;
THENCE WITH THE EAST LINE OF SAID LOT 16 NORTH 02 DEGREES 13 MINUTES 30 SECONDS EAST, A DISTANCE OF 75.22 FEET TO THE POINT OF BEGINNING; HAVING AN AREA OF 793 SQUARE FEET, 0.018 ACRES MORE OR LESS.

Section 2: Concurrently, The City of Bentonville Arkansas establishes a permanent utility easement to lay, construct, remove, relay, enlarge, maintain, inspect, repair and operate all municipally owned and franchised/permitted utilities including but not limited to water and sewer line or lines, manholes, sewer force main, fire hydrants, poles, electric lines and other appurtenances thereto, with right of ingress and egress to and from the same, on over, across and under the following described real estate to-wit:

BEING A 10-FOOT WIDE STRIP OF LAND LYING IN THE RIGHT-OF-WAY OF SOUTHEAST D STREET, LYING EAST OF AND ADJACENT TO THE EAST LINE OF LOT 16 HILLCREST ADDITION, PLAT BOOK I PAGE 209, BENTON COUNTY ARKANSAS; NORTH OF AND ADJACENT TO THE NORTH LINE OF LOT 15 OF SAID HILLCREST ADDITION, AND LYING SOUTH OF AND ADJACENT TO THE SOUTH LINE OF LOT 2 BLOCK 2, MEADOWGLADE SUBDIVISION PLAT BOOK 19 PAGE 158, BENTON COUNTY ARKANSAS, SAID 10-FOOT WIDE STRIP OF LAND BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:
BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 16, MARKED BY A 5/8 INCH REBAR WITH CAP INSCRIBED "AR PLS 1659" FOUND AT THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF SOUTHEAST D STREET (70' WIDTH);
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THENCE WITH THE EAST LINE OF SAID LOT 16 NORTH 02 DEGREES 13 MINUTES 30 SECONDS EAST, A DISTANCE OF 75.22 FEET TO THE POINT OF BEGINNING; HAVING AN AREA OF 793 SQUARE FEET, 0.018 ACRES MORE OR LESS.

Section 3: A copy of this Ordinance and Exhibit, duly certified by the City Clerk, shall be filed in the Office of the Recorder of Benton County, Arkansas and recorded in the deed records of the County.

Section 4: This Ordinance shall take effect and be in force from and after its passage. The above and foregoing Ordinance was passed, approved, and adopted the _____ day of _____, 2025, at a regular meeting of the City Council of the City of Bentonville, Arkansas.

Malorie Marrs, City Clerk

Stephanie Orman, Mayor



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:		Submitted By:	
Phone:		For Department(s):	
Email:			

Item Type (Check all that apply)

<input type="checkbox"/> Informational	<input type="checkbox"/> Bid Award	<input type="checkbox"/> Enter into an Agreement	<input type="checkbox"/> Change Order
<input type="checkbox"/> Recognizing Funds	<input type="checkbox"/> Budget Adjustment	<input type="checkbox"/> Waiver of Bid	<input type="checkbox"/> Emergency Clause
Ordinance	Resolution	Informational	

Title, Recommendation & Justification

Title:	
Action Recommendation & Justification:	
Additional Comments for Consideration (Optional):	

Amount for Approval:	\$
-----------------------------	----

Budget Impact

Is this Item Budgeted? YES NO ITEM HAS NO COST OTHER: _____

Budget Adjustment (to be completed by Finance when applicable)

Account Number (ORG-OBJECT)	Account Description	\$	\$
		Expense	Revenue
		\$	\$
		Expense	Revenue
		\$	\$
		Expense	Revenue
		\$	\$
		Expense	Revenue

Fund(s) Impacted

(check all that apply)

General Fund **Utility Fund** **Street Fund** **Other(s):** _____

Budget Impact Notes for Consideration (Optional):

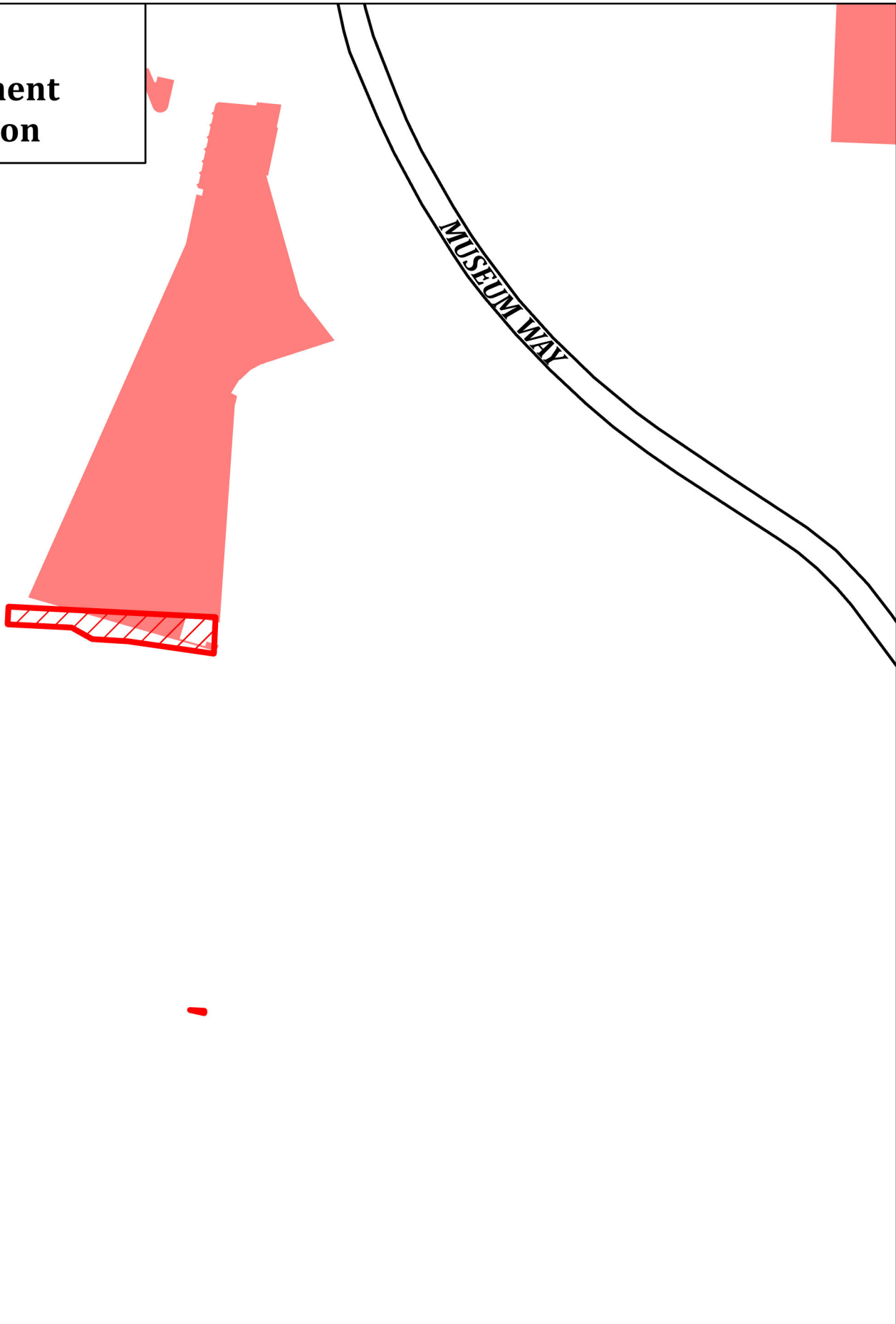
City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

TYPE

 **Easement
Vacation**



VAC25-0001
Whole Health - Utility Easement Vacation
850 Museum Way



EXHIBIT A



EASEMENT VACATION #1 DESCRIPTION:

A PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 20 NORTH, RANGE 30 WEST, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 29 AND RUNNING THENCE S02°30'05"W 1322.09', THENCE S02°33'57"W 1023.80', THENCE S02°31'55"W 215.32', THENCE S87°06'56"E 170.00' TO THE TRUE POINT OF BEGINNING AND RUNNING THENCE S87°06'56"E 170.00', THENCE S02°31'55"W 30.00', THENCE N81°47'47"W 71.18', THENCE N60°47'30"W 19.34', THENCE N87°06'56"W 52.60', THENCE N02°53'04"E 14.49' TO THE POINT OF BEGINNING, CONTAINING 0.08 ACRES, MORE OR LESS.

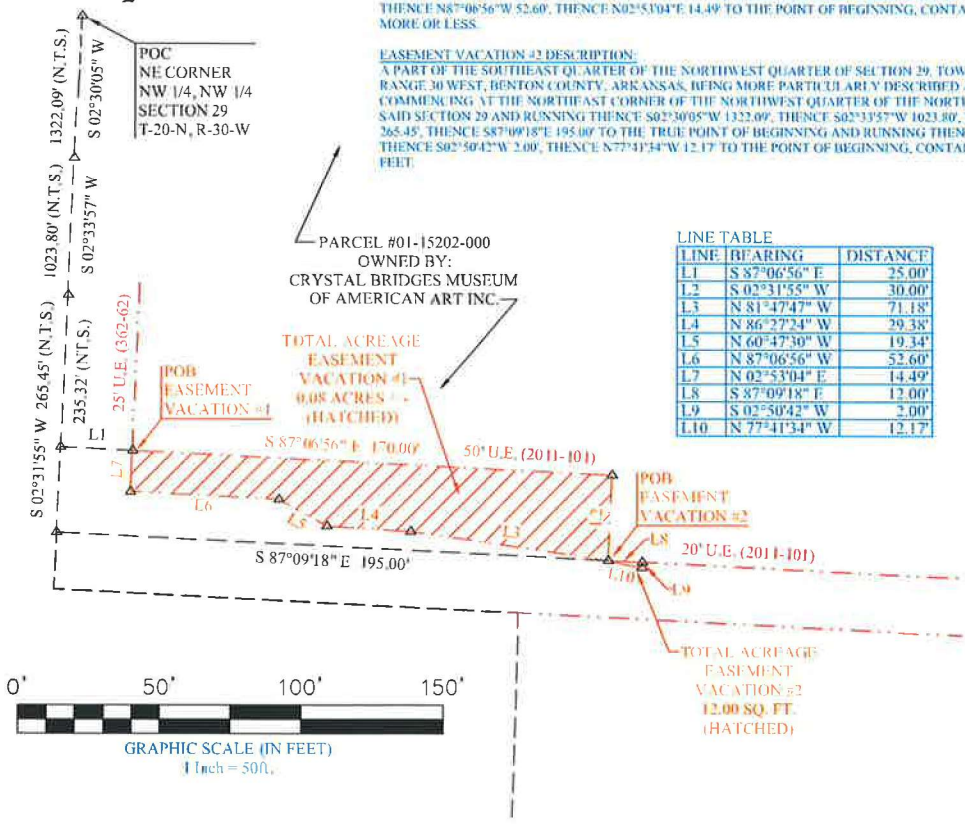
EASEMENT VACATION #2 DESCRIPTION:

A PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 20 NORTH, RANGE 30 WEST, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 29 AND RUNNING THENCE S02°30'05"W 1322.09', THENCE S02°33'57"W 1023.80', THENCE S02°31'55"W 265.45', THENCE S87°09'18"E 195.00' TO THE TRUE POINT OF BEGINNING AND RUNNING THENCE S87°09'18"E 12.00', THENCE S02°50'42"W 2.00', THENCE N77°41'34"W 12.17' TO THE POINT OF BEGINNING, CONTAINING 12.00 SQUARE FEET.

PARCEL #01-15202-000
OWNED BY:
CRYSTAL BRIDGES MUSEUM
OF AMERICAN ART INC.

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 87°06'56" E	25.00'
L2	S 02°31'55" W	30.00'
L3	N 81°47'47" W	71.18'
L4	N 86°27'24" W	29.38'
L5	N 60°47'30" W	19.34'
L6	N 87°06'56" W	52.60'
L7	N 02°53'04" E	14.49'
L8	S 87°09'18" E	12.00'
L9	S 02°50'42" W	2.00'
L10	N 77°41'34" W	12.17'



BATES

Engineers • Surveyors

7230 S. Pleasant Ridge Dr. • Fayetteville, Arkansas 72704 • 479.442.9350

BATES ASSOCIATES, INC. • Company #224
This survey was conducted for the person or persons whose names appear on this plan. The plan is not to be used for any other purpose without the written consent of Bates & Associates, Inc. Since BATES has made no independent investigation of the facts stated herein, including but not limited to, the existence of any other tax which a complete and accurate title search may disclose, any third party who relies on this plan without the assistance of a licensed title insurer, shall be responsible for the accuracy of the information shown hereon. Bates & Associates, Inc. does not represent the opinion of Bates & Associates, Inc. as to the probability of flooding.

FOR USE AND BENEFIT OF:
CRYSTAL BRIDGES

ADDRESS:
**MUSEUM WAY
BENTONVILLE, ARKANSAS**

DATE: 11/05/24 1" = 50'

SURVEYED: XX	DRAFTED: AH
REVIEWED: DT	COA # 1335

LOCATION:
SEC. 29
T-20-N, R-30-W

LEGEND: THESE STANDARD SYMBOLS WILL BE FOUND IN THE DRAWING.

- ▲ COMPUTED POINT
- BOUNDARY LINE (EXISTING)
- FORTY LINE - THE LINE
- UTILITY EASEMENT

DRAWING# 20-128EXHIBIT

RESOLUTION NO. _____

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

WHEREAS, a petition was duly filed with the City Council of Bentonville, Arkansas by Crystal Bridges Museum of America requesting a utility easement vacations (VAC25-0001) within the City of Bentonville, Arkansas be vacated, which said utility easements is described as follows:

LEGAL DESCRIPTION FOR PROPOSED UTILITY EASEMENT VACATION #1:
A PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 20 NORTH, RANGE 30 WEST, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 29 AND RUNNING THENCE S02°30'05"W 1322.09', THENCE S02°33'57"W 1023.80', THENCE S02°31'55"W 235.32', THENCE S87°06'56"E 25.00' TO THE TRUE POINT OF BEGINNING AND RUNNING THENCE S87°06'56"E 170.00', THENCE S02°31'55"W 30.00', THENCE N81°47'47"W 71.18', THENCE N86°27'24"W 29.38', THENCE N60°47'30"W 19.34', THENCE N87°06'56"W 52.60', THENCE N02°53'04"E 14.49' TO THE POINT OF BEGINNING, CONTAINING 0.08 ACRES, MORE OR LESS.

LEGAL DESCRIPTION FOR PROPOSED UTILITY EASEMENT VACATION #2:
A PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 20 NORTH, RANGE 30 WEST, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 29 AND RUNNING THENCE S02°30'05"W 1322.09', THENCE S02°33'57"W 1023.80', THENCE S02°31'55"W 265.45', THENCE S87°09'18"E 195.00' TO THE TRUE POINT OF BEGINNING AND RUNNING THENCE S87°09'18"E 12.00', THENCE S02°50'42"W 2.00', THENCE N77°41'34"W 12.17' TO THE POINT OF BEGINNING, CONTAINING 12.00 SQUARE FEET.

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

NOW, THEREFORE, BE IT RESOLVED, by the City of Bentonville, Arkansas, that the petition to close the above described utility easement is set for a hearing February 25, 2025 at 6:00 p.m. in the City Council Room of the City of Bentonville, Arkansas, and the Bentonville City Clerk and Recorder is directed to give notice of this meeting by publication as set forth by Ark. Code Ann. Section 14-301-302(c).

The above and foregoing resolution was passed, approved, and adopted the _____ day of _____ 2025 at a regular meeting of the City Council of the City of Bentonville, Arkansas.

Malorie Marrs, City Clerk
Bentonville, Arkansas

Stephanie Orman, Mayor
City of Bentonville, Arkansas



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:		Submitted By:	
Phone:		For Department(s):	
Email:			

Item Type (Check all that apply)

<input type="checkbox"/> Informational	<input type="checkbox"/> Bid Award	<input type="checkbox"/> Enter into an Agreement	<input type="checkbox"/> Change Order
<input type="checkbox"/> Recognizing Funds	<input type="checkbox"/> Budget Adjustment	<input type="checkbox"/> Waiver of Bid	<input type="checkbox"/> Emergency Clause
<input type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Informational	<input type="checkbox"/> Appointment

Title, Recommendation & Justification

Title:	
Action Recommendation & Justification:	
Additional Comments for Consideration (Optional):	

Amount for Approval:	\$
-----------------------------	----

Budget Impact

Is this Item Budgeted? YES NO ITEM HAS NO COST OTHER: _____

Budget Adjustment (to be completed by Finance when applicable)

Account Number (ORG-OBJECT)	Account Description	\$	\$
		Expense	Revenue
		\$	\$
		Expense	Revenue
		\$	\$
		Expense	Revenue
		\$	\$
		Expense	Revenue

Fund(s) Impacted

(check all that apply)

General Fund **Utility Fund** **Street Fund** **Other(s):** _____

Budget Impact Notes for Consideration (Optional):



February 11, 2025

To: City Council Members & City Clerk

From: Mayor Stephanie Orman

Subject: Appointment of Cara Osborne to the City of Bentonville's Airport Advisory Board.

I recommend Cara Osborne for appointment to the City of Bentonville's Airport Advisory Board. Ms. Osborne's term will expire on September 30, 2027.

A handwritten signature in blue ink, appearing to be "SO", representing Stephanie Orman.

Stephanie Orman



Boards and Commissions Application Form

Applicant Information

First Name	Cara
Last Name	Osborne
Address	[REDACTED]
City	Bentonville
State	AR
Zip Code	72712
Home / Cell Phone	[REDACTED]
Email Address	[REDACTED]
Length of Bentonville Residency	Since 2007
Employer	Self
Occupation	Consultant
Business Phone	[REDACTED]

(Section Break)

References

Please provide 2 references

Name	Susan Peacock
Email Address	[REDACTED]
Address	<i>Field not completed.</i>
City	<i>Field not completed.</i>
State	<i>Field not completed.</i>
Zip Code	<i>Field not completed.</i>

Phone Number	[REDACTED]
Name	Amanda Ware
Email Address	[REDACTED]
Address	<i>Field not completed.</i>
City	<i>Field not completed.</i>
State	<i>Field not completed.</i>
Zip Code	<i>Field not completed.</i>
Phone Number	[REDACTED]
Fax Number	<i>Field not completed.</i>

(Section Break)

Board Selection and Qualifications

Select all commissions and boards for which you would like to be considered:	Bentonville Municipal Airport Advisory Board
1. What are your qualifications for serving on this commission or board, including education and subject matter expertise?	I hold an active license as a private rotorcraft pilot and am training to add fixed wing.
2. Why would you like to be considered for appointment to this commission or board?	I would enjoy the opportunity to engage in the work it takes to keep our outstanding airport functional and safe.
3. What do you hope to be able to contribute?	I am a medical professional and professor by training. I hope I can bring a broad set of experience and perspective to the work of the airport advisory board. I live downtown and am at the airport multiple times a week.

(Section Break)

Qualifications for Serving

Please read the Qualifications for Serving provided below. These are the general qualifications to serve on any board or commission of the City of Bentonville.

I have read the above qualifications to serve on a city commission or board. Yes

(Section Break)

Restrictions on Appointees

Please read the Restrictions on Appointees provided below. Then type in your name and date to confirm that you are aware of and, if appointed, agree to the following rules.

Agreement to Abide by Restrictions on Appointees Cara Osborne

Date 8/15/2024



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:		Submitted By:	
Phone:		For Department(s):	
Email:			

Item Type (Check all that apply)

<input type="checkbox"/> Informational	<input type="checkbox"/> Bid Award	<input type="checkbox"/> Enter into an Agreement	<input type="checkbox"/> Change Order
<input type="checkbox"/> Recognizing Funds	<input type="checkbox"/> Budget Adjustment	<input type="checkbox"/> Waiver of Bid	<input type="checkbox"/> Emergency Clause
<input type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Informational	

Title, Recommendation & Justification

Title:	
Action Recommendation & Justification:	
Additional Comments for Consideration (Optional):	

Amount for Approval: \$ _____

Budget Impact

Is this Item Budgeted? YES NO ITEM HAS NO COST OTHER: _____

Budget Adjustment (to be completed by Finance when applicable)

Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$

Fund(s) Impacted

(check all that apply)

General Fund **Utility Fund** **Street Fund** **Other(s):** _____

Budget Impact Notes for Consideration (Optional):

Memo



To: City Council, Mayor Orman
Thru: David Wright, Parks and Recreation, Director
From: Greg Hughes, Parks and Recreation, Recreation Services Manager
Date: 2/11/2025
Re: Ozark Tennis Academy – Amend Contract - 2025

A resolution to enter into an agreement with Ozark Tennis Academy.

Parks and Recreation Staff recommends the approval of a resolution authorizing the Mayor and Clerk enter into an agreement with Ozark Tennis Academy for providing tennis and pickleball services for Bentonville Parks and Recreation.

In 2021, Parks and Recreation and Purchasing issued an RFP (21-59) for Tennis Professional Services for Memorial Park and Citizens Park. Ozark Tennis Academy was selected for a one year agreement renewable for four (4) additional years. This is the fourth of five possible one-year agreements. In 2024, more than 3,500 lessons and programs, as well as eight (8) tournaments, occurred in Bentonville Parks and Recreation Tennis Program producing more than \$295,000. This is one of the largest programs in our inventory.

With the anticipated growth of this program, this proposed agreement has an estimated total payment of \$300,000. However, payment is based on number of participants and is funded entirely by program registration fees.

I believe that entering into this agreement will continue to offer the residents of Bentonville valuable resources.

If you have questions concerning this item, please email me at ghughes@bentonvillear.com or call 479.696.0204.

Attachments:
OTA Amendment 2025



Administrative Services
Purchasing Department
1000 SW 14th Street
Bentonville, AR 72712

City Hall
305 SW A Street
Bentonville, AR 72712

CITY OF BENTONVILLE, ARKANSAS

SERVICE CONTRACT: RFP-21-59-TENNIS PROFESSIONAL

THIS CONTRACT is made in Benton County, Arkansas, by and between the City of Bentonville, Arkansas, hereinafter "City," and Ozark Tennis Academy, hereinafter "Contractor" (collectively, the "Parties"), Witnesseth:

1. DESCRIPTION. This Contract has been awarded to Contractor as a result of Contractor's Proposal, attached hereto as **Exhibit A (Proposal)**, and **Exhibit B (Final Price Negotiated)**, submitted to the City's solicitation, Request for Proposals(RFP)-21-59-Tennis Professional, attached hereto as **Exhibit C**. The services shall consist of providing the Tennis Professional services, as described herein and in all attached Exhibits.

2. PRIMARY CONTACTS. The primary contact for the Contractor shall be _____ . The primary contact for the City shall be the City of Bentonville Recreation Manager, or their designated assignee.

3. CONTRACT TERM. The initial term for this Contract shall be one (1) year, commencing on October (month) _____ (day), 2021, and ending on October (month) 19th (day), 2022. The Contract shall be renewable annually in one (1) year increments upon mutual written agreement for a total Contract Term of five (5) years.

4. PROCEDURES. The services shall be conducted in accordance with this Contract and all Exhibits attached hereto.



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CITY OF BENTONVILLE, ARKANSAS

5. FEES, EXPENSES, AND SCHEDULE. The City agrees to pay Contractor based upon the fee scheduled outlined in **Exhibit B**, summarized as follows:

Type of Program (Description)	Fee Paid to Contractor (Payment Plan)	Notes
Tournaments	85% Net Program Profit*	*Net Program Profit includes the deduction of: all third party fees (transaction/credit card fees, BPR staffing, BPR supplies.
Camps	\$90.00 Per Camper	For all camps.
Lessons, Drills & Leagues	90% Gross Program Profit*	Gross Program Profit: Program Profit minus the third party fees (transaction/credit card fees)

Clarifications:

- **Non-Resident Fees are not considered a Program Fee; these are maintenance fees charged to non-residents to help support the routine maintenance of the courts/facilities that residents otherwise pay through taxes. No BPR contractor is paid non-resident fees.**

There shall be no change in fees permitted during the original Term of this Contract or for any extension or renewal of this Contract unless executed as an Amendment and approved by the Bentonville City Council prior to any change. Contractor agrees to only perform the type of services outlined in this Contract and the Exhibits attached hereto.

6. METHOD OF WORK. The services and work under this Contract shall be performed as described herein and all attached Exhibits, and as is industry standard when performing professional tennis programming services.

- a. All Contractor's employees or agents, and anyone performing services under this Contract on-site, are required to pass a mandatory background check prior to participating in the camps.



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CITY OF BENTONVILLE, ARKANSAS

7. ADDITIONAL SERVICES. Any service outside of the services stated herein and in the Exhibits attached hereto, must be pre-approved by the City, in writing, and in accordance with applicable procurement laws and the City's Purchasing Policy prior to any additional work proceeding.

8. INVOICING. Contractor shall submit invoices to the City's Contact upon completion of each program for approval. Contractor will be paid only for participants whom actually attend programs.

9. PAYMENT.

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

b. Service Failure. In the event of a service failure, where the service performed is not in accordance with this Contract, the City may withhold sums otherwise due to Contractor that are specifically for the area in which the service failure occurred, until correction of the service failure is confirmed.

10. TERMINATION FOR LACK OF FUNDS. If, for whatever reason, adequate funding is not made available by City to support or justify continuation of the level of services to be provided by Contractor under this Contract, City may terminate or reduce the amount of services to be provided by Contractor under this Contract. In such event, City will notify Contractor in writing at least thirty (30) days in advance of such termination or reduction of services for lack of funds.

11. TERMINATION (GENERAL): Additional termination/cancellation/rescheduling procedures shall be in accordance with **Exhibit C**.



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CITY OF BENTONVILLE, ARKANSAS

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

13. SUBCONTRACTING. Contractor may not subcontract or assign any of the services to be performed under this Contract.

14. INSURANCE. Contractor will maintain, throughout the duration of this Contract and any subsequent renewal year, insurance as set forth in the Exhibits attached hereto and in accordance with State and Federal laws, which includes Workers' Compensation insurance, as required by Arkansas Statute, for all Contractor's employees or personnel. In the event that any interruption or change in insurance coverage may occur, the Contractor shall provide the City with thirty (30) days written notice of any such interruptions or changes. Failure to maintain the required insurance, as set forth herein will result in the direct breach of this Contract and subsequent termination.

15. INDEMNIFICATION AND HOLD HARMLESS. For purposes of this Contract, Contractor agrees to indemnify, defend and hold harmless the City, its officers, appointees, employees, and agents from any and all loss, damage, liability or expense, of any nature whatsoever caused or incurred as a result of the negligence or other actionable fault of Contractor, its affiliates, subsidiaries, employees, agents, assignees, and subcontractors and their respective employees and agents. Contractor is not required hereunder to defend the City, its officers, appointees, employees, or agents from assertions that they were negligent, nor to indemnify and hold them harmless from liability based on the City's negligence.

16. TAXES, LICENSES AND PERMITS. The Contractor shall pay all Local, State and Federal taxes required by law and shall secure and maintain all permits and licenses necessary for the execution of the services described herein.

17. ENTIRE CONTRACT. This Contract, including all documents and exhibits included by reference herein, constitutes the entire Contract between the Parties and supersedes all prior agreements, whether oral



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CITY OF BENTONVILLE, ARKANSAS

or written, covering the same subject matter. This Contract may not be modified or amended except in writing mutually agreed upon and accepted by both Parties to this Contract.

18. NO THIRD PARTY BENEFICIARIES. Nothing contained herein will create a contractual relationship with, or any rights in favor of, any Third Party.

19. INDEPENDENT CONTRACTOR. Contractor and any of Contractor's employees are independent contractors and are not an agent or employee of City.

20. COMPLIANCE WITH LAWS. Contractor will abide by all applicable federal, state and local laws, ordinances and regulations applicable at the time the services are rendered.

21. APPLICABLE LAW, JURISDICTION, VENUE. Interpretation of this Contract and disputes arising out of or related to this Contract will be subject to and governed by the laws of the State of Arkansas. Jurisdiction and venue for any suit arising out of or related to this Contract will be in the District Court of Benton County, Arkansas.

22. SEVERABILITY. If any provision of this Contract is determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) will be null and void; provided, however, that the remaining provisions of this Contract will be unaffected and will continue to be valid and enforceable.

23. AMBIGUITY. If any ambiguity, inconsistency or conflict arises in the interpretation of this Contract, the same will be resolved by reference first to the terms and conditions of this Contract and then to the Exhibits attached hereto.

24. FREEDOM OF INFORMATION ACT. Contractor understands that City is subject to ACA 25-19-105, which makes City records available to citizens of Arkansas, including but not limited to this Contract and all Exhibits attached hereto.



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CITY OF BENTONVILLE, ARKANSAS

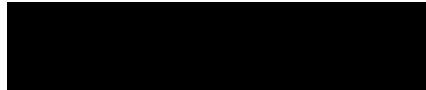
SIGNATURE PAGE

October 19, 2021 | 4:54 PM CDT

The Parties hereto have caused this Contract to be executed this _____ (day) of October (month), 2021.

CITY OF BENTONVILLE, ARKANSAS

By:



Stephanie Orman, Mayor

By: _____

Name (printed): _____

Title: _____

Ozark Tennis Academy

Address: _____



Administrative Services
Purchasing Department
1000 SW 14th Street
Bentonville, AR 72712

CITY OF BENTONVILLE, ARKANSAS

City Hall
305 SW A Street
Bentonville, AR 72712

EXHIBIT A

Ozark Tennis Academy Proposal

Submitted to RFP-21-59



CITY OF BENTONVILLE TENNIS COMPLEX PROPOSAL

CONTENTS

About Ozark Tennis Academy

OTA Team for City of Bentonville Tennis Complex

Proposed Programming

Court Usage

Split for Program

Why Ozark Tennis Academy?

Parting Shot

OTA Staff Bios

Resumes:

- Matias De Genaro
- Beau Basham

City of Bentonville Tennis Complex Proposal from Ozark Tennis Academy



About Ozark Tennis Academy

Ozark Tennis Academy was founded in January 2006 by Christy and Jared Ward, USPTA Elite teaching professionals. In 2021, OTA was acquired by Carmen De Genaro, Matias De Genaro and Beau Basham. For the first half of its existence, it was exclusively junior-based, becoming one of the powerhouse programs in the state of Arkansas. Over 50 of their students have been ranked in the top 10 in the state, while more than 20 have cracked the top 100 in the Southern Section. They have also coached over 30 individual state champions, and currently have 3 Nationally ranked.

In 2011, OTA was chosen to direct the Bentonville Parks and Recreation program out of the newly built Memorial Park Tennis Complex. This expansion has seen them run adult and junior programs for every experience level, host USTA tournaments, and manage an ever-growing staff of highly respected coaches, including Matias De Genaro and Beau Basham. Matias took over as Director and Beau as Head Pro in 2016, continuing to lead OTA and the City of Bentonville forward with the same focus on community that has been at the heart of their programs for over a decade.

Ozark Tennis Academy Team for City of Bentonville Tennis Complex

Carmen De Genaro - Management Executive/Communications Coordinator

Site Director and High Performance Coach - Matias De Genaro

Site Director and Head Coach- Beau Basham

Staff Pros - John Doohan, Matt Tabler, Ben Allison, Rodrigo Martinez and Seth Grady

Ozark Tennis Academy Owners - Carmen and Matias De Genaro, and Beau Basham

Advisors: Juan Pablo Vidour, Christy and Jared Ward



Matias De Genaro joined the OTA family in 2015. Originally from Argentina, he spent 9 years coaching in Spain, the last five as the Director of Tennis at Club de Campo Santa Barbara. He played professionally, reaching ATP rankings of 845 in singles and 624 in doubles. Since his playing career ended, he has been a training partner for 2 players who are currently ranked in the Top 100 in the world (and another in the Top 135) and have played in Grand Slam Tournaments.

As a coach certified in both the Spanish system (RPT) and as a USPTA Elite Professional, he has worked with a woman who reached WTA rankings of 591 in singles and 535 in doubles. When he left Spain, Matias was coaching the #1 ranked U14 boy in the country, the #15 ranked U16 boy, and the #77 ranked U16 boy.

Currently, he is the lead coach for some players who are top 100 in the Southern Section:

- Darby Allison - 67 in Girls 14s
- Mercedes Merino - 35 in Girls 12s
- Hayden Shoemake - 29 in Boys 16s (Currently playing tennis at Citadel University at South Carolina)
- Brooke Killingsworth - 2 in Girls 16s, Top 72 in the country (Currently playing tennis at Wake Forest University at North Carolina)



This success has helped Ozark Tennis Academy and the Bentonville Parks and Recreation program become recognized as one of the top junior programs in the South.

Beau Basham is the longest tenured OTA coach on staff, joining as an assistant in 2013. He was one of the top ranked juniors in Arkansas growing up and ranked Top 50 in the Southern Section. He went on to play for the University of Arkansas - Ft. Smith on a full scholarship. Upon finishing his playing career, he immediately began to work as a teaching professional. Prior to joining the OTA family, he was coaching at the Central Arkansas Junior Tennis Academy, where he not only taught lessons and drills, but also traveled with junior players all over the South.



He arrived at OTA as an assistant, quickly rose to one of the lead coaches, before taking on Head Pro duties when Jared and Christy handed over the reins of the program. Beau has been connected to the growth of the Bentonville Parks and Recreation program in a major way, and his continued efforts have provided a link to OTA's past, while guiding the Bentonville Parks and Recreation program into an increasingly brighter future.

For a program to experience the type of growth that the Bentonville Parks and Recreation has seen, there has to be a high degree of professional expertise. As importantly, however, is a corresponding level of organization that allows those coaching abilities to shine. With the OTA team, there is an impressive infrastructure already in place: Matias, Beau and Carmen manage the staff, schedule, and program direction, while John, and Matt have all had integral

instruction roles. Ben runs the summer camps, Carmen keeps players (and parents) informed, does the books and – along with Matias and Beau – lends counsel on topics ranging from program direction to scheduling to staff management.

The Bentonville Parks and Recreation tennis program has become the largest parks and recreation program in the state under the guidance of Ozark Tennis Academy. While Matias and Beau have provided the leadership and structure to allow the program to flourish, it has truly been a team effort, and every current member of the staff has contributed. Considering the experience and familiarity that each has with the Parks and Recreation program, there is simply no other teaching professional (or team of professionals) more equipped to continue the success at Memorial Park, Citizens Park and Wildwood Park, and the new Osage Park.



Proposed Programming

Adult Tennis:

- Playing opportunities through leagues, USTA Team Tennis (matches and optional team practices), USTA tournaments, and open play.
- Training options through group drills and private (or semi-private) lessons.
- Health and fitness with Cardio Tennis.

Beginner/Intermediate Junior Tennis:

- Full spectrum of age division lessons, utilizing the ROGY training methods as recommended by the United States Tennis Association (USTA).
 - o 4-5 year olds - Foam or Red ball, 36' court
 - o 6-8 year olds - Red ball, 36' court
 - o 9-10 year olds - Orange ball, 60' court
 - o 11+ year olds - Green or Yellow ball, 72' court
- Playing options through USTA Junior Team Tennis and open play.
- Fun events such as summer camps, socials, and other special events.

Advanced Junior Tennis:

- This covers more advanced tournament (or tournament prep) players from ages 6-18. It incorporates the same USTA system, but with more vigorous training and playing schedules.
- The bulk of playing opportunities for this level of player requires traveling to various areas of the state/South.
- Still includes fun events such as summer camps, socials, and other special events.

Camps:

- 1 camp during Spring Break
- 5 camps during Summer
- 1 camp during Christmas Break

Pickleball:

- Pickleball is a paddle/racquet sport that combines the elements of badminton, tennis and ping-pong. The game is easy for beginners to learn.
- Leagues
- Tournaments
- Privates

Court Usage

The basic premise is to work with the existing structure, while continuing to grow the program to reflect the needs of an evolving Memorial Park community. This is a peak-season schedule; the winter session – and Sundays throughout the year – will include daily Open/Reserved court time, Team Tennis (adult and/or junior), and drills/lessons for both Adults and Juniors. Reserved court time will generally be for USTA Adult Team Tennis.

School year (Late March-May & Late August-October)

Monday-Friday:

7am-3pm – Adult time almost exclusively – leagues, USTA Team Tennis, lessons, drills, Cardio Tennis, open and reserved play

3-6pm – Junior Time almost exclusively – Beginner through Advanced drills and lessons

6-8:30pm – Blend of programming, to include Open/Reserved court time, Adult leagues, and drills/lessons for both Adults and Juniors

Saturday:

7am-8:30pm – Blend of programming, to include Open/Reserved court time, Team Tennis (adult and/or junior), and drills/lessons for both Adults and Juniors

Summer (June-Late August)

Monday-Saturday:

7am-1pm – Blend of programming, to include Open/Reserved court time, Adult Leagues, Team Tennis (adult and/or junior), and drills/lessons for both Adults and Juniors; and camps.

1pm-5pm – Open play almost exclusively

5-8:30pm – Blend of programming, to include Open/Reserved court time, Adult Leagues, Team Tennis (adult and/or junior), and drills/lessons for both Adults and Juniors

Sundays (Late March-October)

7am-8:30pm – Blend of programming, to include Open/Reserved court time, Team Tennis (adult and/or junior), and drills/lessons for both Adults and Juniors

Split for Program

OTA

- 85% of gross profit for all oncourt programming (lessons, drills, and leagues)
- 85% of net profit for tournaments and camps
- Responsible for teaching materials (balls, baskets, teaching aids, etc) and payment for coaches
- Lessons, drills and leagues can be based off of the charge to the customer, but tournaments and camps require prizes, awards, food, and additional staff, so they need to be split after the costs are calculated

Bentonville Parks and Recreation

- 15% of gross profit for all oncourt programming (lessons, drills, and leagues)
- 15% of net profit for tournaments and camps

Behind the numbers

Here is an important amount to consider:

- \$0 – Amount the City of Bentonville would have to pay for a complete coaching team.

OTA's capacity to teach multiple lessons/drills is very large and limitless. We have always been able to keep up with demand no matter how large a task or growth of a program.

In addition, the numbers for the Bentonville Parks and Recreation program have continued to grow year after year with Ozark Tennis Academy running it, to the point that it has become not only one of the largest overall programs in the state of Arkansas, but also one of the most revered. Junior drills, adult drills, summer camps, USTA Adult Team Tennis teams, adult leagues, private lessons, and USTA sanctioned tournament are just some of the options that we are continuing to offer year after year.

In the end, with Matias and Beau continuing to oversee operations, and with the staff responsible for those numbers returning intact, Ozark Tennis Academy is the only team that can claim to continue the success of the Tennis Complex program and have the empirical data to support that claim.

Why Ozark Tennis Academy?



First and foremost, we are a team. Carmen De Genaro, Matias De Genaro and Beau Basham oversee the entire company. Matias is the Director and lead High Performance coach, Beau is the Director and Head Pro, Ben runs summer camps (and younger juniors year-round), Carmen is our management executive and communications coordinator while Matt, and John, have all been with the program for a minimum of 5 years. Recently we added Rodrigo Martinez to our team. When the program grows – or coaches move on – and more help is needed, Parks and Recreation will not have a moment of concern, as we will always make sure that we are staffed with capable and qualified coaches that meet city approval.

We are professional. Our coaches understand that players come to us because we have a good reputation. We have a good reputation not just because of our level of expertise, but also because we are on time, dependable, and customer service oriented.

We are knowledgeable. All our permanent staff have at the very least played collegiate tennis. More importantly – because good players have not always proven to be good coaches – 5 of our coaches have gone through the USPTA certification. Some programs lean on club level players, former/current high school players, or even former college players with no coaching credentials to run their programs, but we have higher expectations for OTA.

We are fun. While we take our jobs seriously and want to do the best we can to help our players each and every time we step onto the court, we also strive to remember one very

important thing: tennis is a game! We enjoy each other, we enjoy our jobs, and that enthusiasm spills over, helping create a welcoming, open environment.

Parting Shot

The Mission Statement on our website reads:

At OTA, we are Family. We work hard and manage our time to reach our goals. We have FUN! We believe in ourselves, our teammates, and the OTA Way. We give ourselves space to dream. And then we put our dreams into action.

So yes, we are an expert, professional, fun-loving team. But above all we value family. It starts with our coaches, extends to our players, and ends up creating a community that has meaning.

Building this type of community at the Memorial Park Tennis Complex has been significant to our program and carries more meaning for us than it would for others. For all of the coaches, the relationships developed with each other and all of our players is very real and incredibly important.

For us, Bentonville is not just a place to work – it's home.

Family. Hard work. Fun. Belief. Dreams. Action. It is the OTA Way.



Ozark Tennis Academy Staff Bios



Originally from Argentina, Matias has spent 9 years coaching in Spain, the last five at Club de Campo Santa Barbara. He played professionally, reaching ATP rankings of 845 in singles and 624 in doubles. Since his playing career ended, he has been a training partner for 2 players who are currently ranked in the Top 100 in the world (and another in the Top 135), and have played in Grand Slam Tournaments.

As a coach certified in both the Spanish system (RPT) and as a USPTA Elite Professional, he has worked with a woman who reached WTA rankings of 591 in singles and 535 in doubles. When he left Spain, Matias was coaching the #1 ranked U14 boy in the country, the #15 ranked U16 boy, and the #77 ranked U16 boy.



Beau Basham was one of the top ranked juniors in Arkansas, and ranked Top 50 in the Southern Section. Like Christy, he was the recipient of the Hershal Friday Award presented by the Arkansas Tennis Association to the top junior in the state. He went on to play for the University of Arkansas - Ft. Smith on a full scholarship.

Upon finishing his playing career, he immediately began a career as a teaching professional. Beau has taught players of all ages as a teaching pro at Fort Smith Athletic Club and Fianna Hills Country Club. He also taught for a summer in Maine at Camp Mataponi, as well as a summer in New South Wales, Australia under former Arkansas National Champion Peter Doohan. Prior to joining the OTA family, he was coaching at the Central Arkansas Junior Tennis Academy, where he not only taught lessons and drills, but also traveled with junior players all over the South.



Matt Tabler hails from an entire OTA family! Older brother Martin and younger sister Mallory also came through the program, both top-ranked Arkansas juniors who went on to play college tennis. Matt was a 3-time state champion at BHS, winning the 7A doubles title as a sophomore, and the overall doubles title as a senior. He attended UA-Ft Smith, where he was named All-Conference as a freshman. In addition to being an OTA summer coach, Matt has taught 3 years at the Tiger Tennis Academy at Ouachita Baptist University.



John Doohan has been playing tennis his whole life after being trained by his father, Peter Doohan, who is the 1982 NCAA Doubles National Champion. John was the top ranked 18s junior in both singles and doubles. In 2011, John was ranked number 1 Arkansas Men's Open Doubles. John currently holds an NTRP of 5.0.

John has taught junior and adult drills as well as summer camps for Pinnacle Country Club in Rogers Arkansas and the Nelson Bay Tennis Center in New South Wales, Australia, before joining the tennis staff for Bentonville Parks and Recreation. John has also spent time as an assistant Pro at the Fianna Hills Country Club and the Fort Smith Country Club teaching private tennis lessons to all ages.

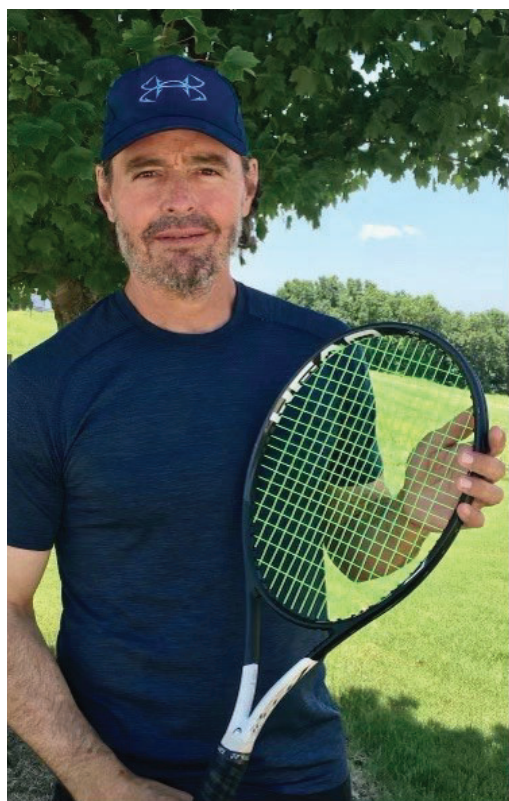


Ben Allison played collegiate tennis at Hardin Simmons University, Abilene Texas, prior to joining the US Navy in 1994. He has an Undergraduate Degree in Elementary Education from West Texas A&M University and a Masters Degree in Education Administration from Wayland Baptist University. Ben coached for 10 years in Texas and Colorado, winning multiple Regional and State Tennis Titles at the High School level (both in Teams and Individuals competition).



Seth Grady attended Missouri Baptist University in the fall of 2017. Started playing as a freshman and played all 3 years while he was there. During his last year, he was team captain, and lead his team to semi finals in their regional conference.

Prior to attending college, Seth trained at Ozark Tennis Academy under Beau and Matias. He has been playing tennis for the last 8 years and have a lot of experience and expertise to share.



Rodrigo Martinez was born in Argentina where he coached, mentored and volunteer in different tennis academies:

-Anguilla Tennis Academy as a Summer Instructor / Mentor

Olivos Tennis Club Buenos Aires, Argentina

-Don Torcuato Tennis Don Torcuato, Argentina - Alejandro Echague

He also coached in Venezuela and Brasil:

-Altamira Tennis Club Caracas, Venezuela - Jorge Andrews

-Esporte Clube Pinheiros Sao Paolo, Brasil - Armando Cornejo



Carmen De Genaro is responsible for the day in, day out operations of Ozark Tennis Academy. Her tasks include communicating with coaches, coordinating and scheduling lessons, as well as, answering emails/calls about programming. Carmen also handles all billing, invoicing, and accounting for the business. Her education is business focused and has helped prepare her to carry out the many roles of her position. As the general liaison for OTA, Carmen’s love of helping people shines through in her daily interactions with players and parents. She is a “jack of all trades” and is dedicated to managing OTA with passion and enthusiasm!

Advisors

Juan Pablo Vidour

Academy and Tennis Director JP Vidour was born and raised in Rosario, Argentina. During his tennis career, he was ranked Top 20th Junior Player in Argentina. He toured South America and Europe playing ITF futures events. After his tennis travels in Europe, he was awarded a full tennis scholarship to Shorter University where he served as Captain of the Men's Tennis team. His highest ranking in college was 15th in the nation, and he was awarded All American. He received a B.A and MBA degree from Shorter. He is a highly qualified USPTA certified Level 1 coach and certified in Sports Science. For the last 13 years, JP has developed top level Jr. Players in Georgia many of which have gone on to play at the college/pro level.

Christy and Jared Ward

Christy and Jared will continue to be involved as consultants.

Matias De Genaro

Certifications

- 2015 USPTA Elite Certification
- 2015 RPT Certification (Spain)

Professional experience

2005-2009 Club de Campo Santa Bárbara Valencia, Spain

Staff Pro

- Organized and taught adult clinics.
- Taught private lessons to all ages.

2000-2015 Escuela de Tenis del Club de Campo Santa Bárbara

Director

- Create lesson plans and lesson schedules for all players and coaches
- Travel to tournaments all over the country
- Manage staff to cover all programming, including any and all necessary training

Individual Coach

- Jenny Kryvoruchko's private coach (Ranking WTA 650) during 2009 and 2010
- Pablo Caffarena's private coach (Spanish Absolute Ranking 600) 2011-2015

2015-present Ozark Tennis Academy/Bentonville Parks & Rec Bentonville, AR

Director

- Teach private lessons and group drills to all ages.
- Create lesson plans and lesson schedules for entire program
- Travel to tournaments all over the country
- Manage and train staff

Individual Coach

- Brooke Killingsworth – #2 in Southern Girls 16s, #72 Nationally
- Hayden Shoemake – #36 in Southern Girls 16s, #932 Nationally
- Darby Brandon – #36 in Southern Girls 12s, #258 Nationally

Playing Experience

- Ranking ATP singles: 865
- Ranking ATP doubles: 624
- Played International Club Tennis for:
Argentina: Club Harrods Gath y Chaves (2002)

Club Banco Provincia (2003)
 France: Sarcelles Tennis Club (de 2004 a 2007)
 La Roche Posay (2008)
 Italy: Club River, Venecia. (2008)

Beau Basham

Education

2006 - 2009	Alma High School	Alma, AR
2009 - 2011	University of Arkansas- Fort Smith	Fort Smith, AR

Business Major

2011 - 2013	University of Arkansas	Fayetteville, AR
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Certifications

2016	USPTA Professional Certification
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Professional experience

2008 – 2009	Fort Smith Athletic Club	Fort Smith, AR
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Assistant Pro

- Taught junior clinics.
- Taught private lessons to all ages.

2010-2011	Fianna Hills Country Club	Fort Smith, AR
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Head Pro Assistant

- Helped organize and run junior camps
- Taught private and group lessons to all ages

Summer 2012	Nelson Bay Country Club	NSW, Australia
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Head Pro Assistant

- In charge of court maintenance
- Taught high level juniors.
- Helped run social events.

- Taught adult lessons.

2012-2013 Central Arkansas Tennis Academy Little Rock, AR

Head Coach

- Taught advanced junior lessons and clinics
- Traveled with juniors to tournaments all across the South

2013-2016 Ozark Tennis Academy Bentonville, AR

Coach

- Taught adult and junior clinics
- Taught adult and junior privates
- Traveled across the South with advanced juniors
- In charge of junior clinics at local schools and parks

2016-Present Ozark Tennis Academy Bentonville, AR

Co-Director

- In charge of running USTA adult and junior tournaments.
- Help manage coaching staff and lesson plans.
- Help with the scheduling of all programming.
- Teach adults and juniors of all ages.

Playing Experience

- Part of a state championship team for Alma High School, won state singles titles his freshman & senior year.
- In USTA play he was ranked #1 in the state in 18s in singles. He reached top 50 in the South his last year of junior tennis.
- In 2009 he won the Hershel Friday Award, the highest award in Arkansas junior tennis.
- Full scholarship to University of Arkansas-Fort Smith. Where he played #2 and #3 singles as a sophomore, before transferring to the University of Arkansas to focus on academics.
- NTRP 5.0

References

Randy Hollis, Owner of Fort Smith Athletic Club- 918-906-3667

Peter Doohan, Former NCAA national champion. Reached #1 ATP ranking in doubles and top 50 in the world in singles.

011-61-466-626-943

Bryan Colton, Owner of Central Arkansas Tennis Academy and Stuttgart Tennis Academy – 870-405-7697



CITY OF BENTONVILLE, ARKANSAS

PURCHASING OFFICE – (479) 271-3115 – PURCHASING@BENTONVILLEAR.COM
ADMINISTRATIVE SERVICES BUILDING -1000 SW 14TH ST. BENTONVILLE, ARKANSAS 72712

FOR PUBLICATION

PUBLICATION DATES: July 4

NOTICE REQUEST FOR PROPOSALS Request for Proposals (RFP)-21-59

The City of Bentonville, Arkansas is accepting formal, sealed Proposals from properly qualified, licensed and trained individuals for the Tennis Professional Services associated with the Bentonville Parks and Recreation Tennis Program.

Proposals will be evaluated by a Selection Committee and rated according to the Evaluation Factors outlined in the Request for Proposals (RFP) Document. The Evaluation Factors outlined will be used to evaluate all eligible, responsive Proposers in comparing Proposals and selecting the successful Proposer.

The City reserves the right to reject any or all Proposals and to waive informalities.

Pursuant to Arkansas Code Annotated § 22-9-203, the City encourages all qualified small, minority owned, and women owned business enterprises to submit Proposals for capital improvements. Encouragement is also made to all general (prime) contractors that in the event they subcontract portions of their work, consideration is given to the identified groups.

The City of Bentonville Purchasing Department encourages qualified small, minority and women owned businesses to participate and submit Proposals for City projects/purchases.

Interested parties can obtain the required Response Packet by emailing purchasing@bentonvillear.com, by calling 479-271-3115, or from the Purchasing Office located at the address below. The Response Packet may also be downloaded from the Purchasing Page of the City's website (<http://www.bentonvillear.com/211/Purchasing>) by clicking 'Review Open RFQs/RFPs'; however, Proposers are encouraged to notify Purchasing that they have downloaded the Response Packet to ensure they are on the distribution list for Addenda and/or Q&A.

Proposers who wish to hand deliver a Submission prior to the Submission Deadline date/time may do so by delivering the Submission to the Purchasing Office located on the 2nd floor of the City of Bentonville Administrative Services Building, located at 1000 SW 14th Street Bentonville, AR 72712. Proposers who choose to mail their Submissions should use this same information for mailing. Proposers are reminded that Proposal Submissions must be sealed upon delivery to the Purchasing Office, with the outermost envelope containing the RFP number (RFP-21-59) and the Proposers name; the outermost envelope includes the Fed Ex, UPS, USPS or other carrier envelope containing the Submission. The City of Bentonville is not responsible for Submissions which are not received by the deadline due to being improperly labeled.

The Submission Deadline for RFP-21-59 is 4:30pm CST on Thursday, July 22, 2021. All Submissions must be received by Purchasing prior to the Submission Deadline time. Late Submissions and unsigned Submissions will be rejected, without exception. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit responses at the designated location on or before the Submission Deadline date and time. Responses received after the designated Submission Deadline date and time will be considered late and will be rejected.



CITY OF BENTONVILLE, ARKANSAS
 PURCHASING DEPARTMENT
 2ND FLOOR ADMINISTRATIVE SERVICES BUILDING
 1000 SW 14TH ST
 BENTONVILLE, ARKANSAS 72712
 RFP-21-59

REQUEST FOR PROPOSAL

SOLICITATION INFORMATION			
Proposal Number:	RFP-21-59	Date of Issuance:	JULY 4, 2021
Brief Description:	The City of Bentonville is accepting formal, sealed Proposals for a Tennis Professional service provider.		
Agency:	The City of Bentonville, Parks and Recreation Department		

SUBMISSION DEADLINE FOR RESPONSE			
Proposal Submission Deadline: (Date)	JULY 22, 2021	Proposal Submission Deadline: (Time)	4:30 P.M.
Proposals must be received by the Purchasing Department prior to 4:30 P.M., JULY 22, 2021. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit Proposals at the designated location on or before the Proposal submission deadline. Proposals received after the designated Proposal submission deadline will be considered late and will be rejected.			

DELIVERY OF RESPONSE DOCUMENTS	
Delivery Address: *Prospective vendors assume all risk for timely, properly submitted deliveries.	City of Bentonville Administrative Services Building Attn: Purchasing Department – 2 nd Floor 1000 SW 14 th ST Bentonville, Arkansas 72712
Proposal's Outer Packaging:	Outer packaging must be sealed and properly marked with the following information: <ul style="list-style-type: none"> • Proposal Number: <u>RFP-21-59</u> • Vendor's name and return address Proposals which must be opened to be identified will be considered incomplete and may be rejected.
Number of Copies for Submission:	(1) One signed original and one (1) digital copy in the form of a CD or USB storage device for a total of two (2) copies of the Proposal are to be delivered by the specified date and time of the Proposal deadline listed herein. Failure to deliver the specified number of originals and copies will be considered an incomplete submission and may be rejected. Digital copies may not be submitted via email; digital copies received via email will be deleted upon receipt and will not be acknowledged as submitted.

CITY OF BENTONVILLE, ARKANSAS PURCHASING OFFICE CONTACT INFORMATION			
Purchasing Manager:	Gladys Shoemake	Purchasing Email:	purchasing@bentonvillear.com
Purchasing Phone Number:	(479) 271-3115	Purchasing Address:	City Hall 117 West Central Ave. Bentonville, AR 72712
Questions regarding this Proposal should be directed solely to the Purchasing Office via written communication (email or mail). The deadline for submitting questions related to this Request for Proposal is July 16, 2021 at 4:30 P.M.			

EXECUTION OF PROPOSAL

Upon signing this Proposal, the proposer certifies that he or she has read and agrees to the requirements set forth in this Proposal including specifications, conditions and pertinent information regarding the articles being proposed on. **Unsigned Proposals will be rejected without exception.**

NAME OF FIRM:	PHONE NUMBER:	FAX NUMBER:	EMAIL:
OZARK TENNIS ACADEMY	479 721 8062		OZARKTENNISACADEMY06@gmail.com
BUSINESS STREET ADDRESS:	CITY:	STATE:	ZIP:
802 SW GREEN WORLD ST	BENTONVILLE AR		72712
SIGNATURE OF AUTHORIZED PERSON:	DATE: 07/13/2021		
PRINTED OR TYPED NAME:	TITLE: OWNER / COMMUNICATIONS COORDINATOR MANAGEMENT EXECUTIVE		
CARMEN DE GENARO			
ARKANSAS SALES OR USE TAX NUMBER:	STATE CONTRACTORS LICENSE NUMBER:		
27-2293451			



CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
2ND FLOOR ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH ST
BENTONVILLE, ARKANSAS 72712
RFP-21-59

Request for Proposal

TENNIS PROFESSIONAL

The City of Bentonville is now accepting formal, sealed Proposals from properly qualified, licensed and trained individuals for the Tennis Professional Services associated with the Bentonville Parks and Recreation Tennis Program.

Proposals will be evaluated by a Selection Committee and rated according to the Evaluation Factors outlined in this Request for Proposals (RFP) Document. The Evaluation Factors outlined will be used to evaluate all eligible, responsive Proposers in comparing Proposals and selecting the successful Proposer.

Estimated Schedule:

- Publish notice for Request for Proposals: July 4, 2021
- **Deadline for submitting questions (RFIs) to the Purchasing Department: July 16, 2021(4:30 P.M)**
- **Deadline for Proposal submissions: July 22, 2021 (4:30 P.M)**

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2ND FLOOR ADMINISTRATIVE SERVICES BUILDING
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1. Terms and Conditions

1. Firms responding to this Request for Proposal (“RFP”) must submit their Proposals by the deadline provided herein.
2. The City of Bentonville, Arkansas will be referred to as “City”. The Proposer submitting a Proposal in response to this RFP will be referred to as “Proposer” and “Facility Tennis Pro” periodically throughout this RFP.
3. Proposals must be submitted in a sealed package or envelope, clearly listing the following information on the outer envelope:
 - **RFP Number:** RFP-21-59
 - **Proposer’s Information:** Name and address

No telephone, electronic, or facsimile Proposals will be considered.

4. Proposers may provide additional supporting documentation pertinent to clarification of the Proposal. There are no Proposal format restrictions, except as stated herein.
5. The City reserves the right to:
 - Reject any and all Proposals received as a result of this RFP.
 - Waive or decline to waive any informalities and any irregularities in any Proposal or responses received.
 - Adopt all or any part of the Proposal.
 - Negotiate changes in the scope of work or services to be provided.
 - Withhold the award of contract.
 - Select the Proposer it deems to be in the best interest of the City and most qualified to fulfill the needs of the City. The Proposer with the lowest costs offered may not necessarily be selected for award.
6. Any and all inquiries or requests for explanation in regard to the City’s requirements, or any other information pertaining to this Request for Proposal, should be made to the Purchasing Office via the information on page one (1) of this RFP document. Only written requests will be considered. No oral interpretations or clarifications will be given as to the meaning of any part of this RFP. All questions, clarifications, and requests, together with answers, if any, will be provided to all firms that have indicated an interest or intention to submit proposals, but the names of any firms submitting any questions, clarifications, or requests will not be disclosed until after the deadline for submitting Proposals.
7. It shall be clearly understood that any costs incurred by the Proposer in responding to this Request for Proposal is at the Proposer’s risk and expense as a cost of doing business. The City is not responsible for any reimbursement to the Proposer for any expense so incurred, regardless of acceptance of Proposal or issuance of award.



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8. All Proposals and other materials submitted shall become the property of the City and as such are subject to being released under the Arkansas Freedom of Information Act.
9. Any conditions or expectations on the part of the Proposer for performance by the City Of Bentonville must be set forth in the Proposal. The City is not obligated to consider the Proposer's post submittal terms and conditions.
10. This Proposal must contain the signature of a duly authorized officer or agent of the Proposer's company empowered with the right to bind and negotiate on behalf of the Proposer for the amounts and terms proposed.
11. Any information provided herein is intended to assist the Proposer in the preparation of Proposals necessary to properly respond to this RFP. This RFP is designed to provide the qualified Proposers with sufficient basic information to submit Proposals meeting minimum specifications and test requirements, but is not intended to limit an RFP's content or to exclude any relevant or essential information.
12. At the discretion of the City, one or more Proposers may be asked for more detailed information before final ranking and/or award of the Proposal.
13. The selected Proposer will exercise due professional care in understanding the type of engagement and in performing the services described herein.
14. While the City reserves the right to interview any or all Proposers, award of a contract may be made without discussion with Proposer after proposals are received. Proposals should, therefore, be submitted on the most favorable terms available.
15. The City of Bentonville requires all vendors and contractors doing business with the City not to discriminate against any person on the basis of race, age, color, religion, sex, ancestry, non-job-related handicaps, or national origin.
16. **Insurance:** The awarded Proposer shall provide proof of the following insurance requirements:

Proposers are required to include proof that they maintain or have the ability to obtain the insurance, as described herein, after the Notice of Award has been issued and upon execution of the contract in their Proposal submission. Proposal submittals that do not include proof of the required insurance or the ability to obtain the required insurance may be rejected. The awarded Proposer shall purchase and maintain, at minimum, such insurance as defined herein and furnish Certificates of Insurance to the City naming the City of Bentonville as additionally insured. The insurance shall be appropriate for the performance of the work, as described herein, and shall provide protection from damage occurring to City owned property and from, and any other claims which may arise out of or result from the awarded Proposer's performance of the work; whether it is to be performed by the awarded Proposer, any subcontractor or supplier, or by anyone directly or indirectly employed by any of them to perform any of the work, or by anyone for whose acts any of them may be liable:

The policies of insurance required are as follows:

- 1) Workers' Compensation:
 - a. State: Statutory
 - b. Applicable Federal: Statutory
- 2) Comprehensive or Commercial General Liability: \$1,000,000.00 (one million dollars) aggregate



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- 17. Term:** The Contract awarded to the selected Proposer will be for an initial term of one (1) year, renewable annually upon mutual written agreement for a maximum term of five (5) years. There shall be no change in the terms of the contract during the original contract term, or any renewal term thereafter, unless mutually agreed upon in writing and in accordance with the City of Bentonville Purchasing Policy and all applicable laws.
- 18. Criminal Background Checks:** The awarded Proposer and any employee or representative of the awarded proposal who will be performing work under the awarded contract may be subject to a criminal background check, to be administered by the City of Bentonville.
- 19. Credit Report:** The awarded Proposer may be subject to a credit check, performed by the City of Bentonville.
- 20. Location:** The location shall be determined by the City, inside the City Limits of Bentonville, Arkansas.
- 21. Timeline:** The City intends to award the contract prior to September 1, 2021; the awarded Proposal shall be available to perform the services within two (2) weeks from award.

2. Scope of Services

The scope of work for the Tennis Professional Services will include all necessary services associated with the Bentonville Parks and Recreation Tennis Program. Services will include and be in compliance with, but not be limited to the following:

1. Operation of the courts at Citizens Park, Memorial Park and Wildwood Tennis Complexes. Additional court space at Wildwood courts may be reserved for programming and special events if mutually agreed upon by the Facility Tennis Pro and the Director of Parks and Recreation.
2. The awarded Proposer will utilize the Citizens, Memorial and Wildwood Tennis Complex, or any future public tennis complex/facility owned and operated by the City, for tennis programming to accommodate different demographics and locations.
3. Adherence to the previously signed Agreement between the City of Bentonville and the Bentonville High School(s) Tennis Program (Agreement available upon request).
4. Promote the City of Bentonville and Bentonville Parks and Recreation in a professional manner, enhancing the Department and the Tennis Facility (facilities).
5. Work collaboratively with the Parks and Recreation staff to develop a comprehensive Facility Tennis Program that includes recreational opportunities for youth and adult participants. These programs may include, but will not be limited to including: leagues, lessons (private and group), events, tournaments and open recreation.
6. The awarded Proposer will assist the City in determining the dates and times for programs and special events. The program schedules will be determined seasonally by the following dates between the awarded Proposer and the City:
 - a. Spring Season Programming: Planned and designed no later than December 1 prior to the spring.
 - b. Summer Season Programming: Planned and designed no later than February 1 prior to the summer.
 - c. Fall Season Programming: Planned and designed no later than April 1 prior to the fall.



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7. The awarded Proposer will partner with Camp Bentonville to put on, at least, four (4) tennis camp programs during each year.
8. The awarded Proposer will be responsible for staffing the tennis complexes to operate any program offered by the award of this Contract.
9. The awarded Proposer and their staff will work with Parks and Recreation to perform one (1) free Facility Tennis Promotion day annually.
10. The awarded Proposer and Parks and Recreation staff will meet bi-weekly, or more often as needed, to ensure all parties are up to date on the status of the tennis program and of upcoming events and programs at their facility.
11. The Facility Tennis Pro shall abide by and enforce all regulations of the City applicable to the premises of the Tennis Complex. Days and hours of operation of the complex shall be recommended by the Facility Tennis Pro with final approval from the Director of Parks and Recreation or his assignee.
12. The Facility Tennis Pro and their staff shall be responsible for keeping the playing courts and Tennis Complex clean, neat and orderly. The City shall furnish cleaning supplies or materials to assist with the upkeep of the complexes. The Facility Tennis Pro will be responsible for normal daily maintenance of the complex.
13. All rules and regulations, administrative policies, and all fees to be charged at the Tennis Complex shall be recommended by the Facility Tennis Pro and approved by the Director of Parks and Recreation or his assignee.
14. The Facility Tennis Pro will work with the Parks and Recreation Director or his assignee to determine the overall direction of the Tennis Complex. The Facility Tennis Pro hours will be determined by leagues and scheduled lessons that will be approved by the Director of Parks and Recreation or his assignee.
15. The Facility Tennis Pro will be available to assist with third party events and tournaments when assigned by the Parks and Recreation Supervisor or his assignee.
16. The awarded Proposer shall comply with all Federal, State, and local laws, and Ordinances. They shall also comply with the Americans with Disabilities Act which prohibits discrimination against individuals with disabilities and providing public services. The City of Bentonville is an equal opportunity employer and requires that the awarded Proposer be as well; the City of Bentonville requires all vendors and contractors doing business with the City to not discriminate against any person on the basis of race, age, religion, sex, ancestry, non-job-related handicaps, or national origin. The City requires every vendor and contractor to be familiar with and comply in every aspect with Civil Rights Laws.
17. The awarded Proposer will not be permitted to accept or receive payment for any tennis programming at the Park or Facility unless approved in advance by the Bentonville Parks and Recreation Director or his assignee.

The City of Bentonville will provide the following for this Contract:

1. Bentonville Parks and Recreation (BPR) will provide marketing and advertising to help promote tennis programming at all tennis facilities in the City of Bentonville, AR.
2. BPR will produce and receive registrations and payments for the programs conducted at all tennis facilities in the City of Bentonville.
3. Approve and set programming, working with the awarded Proposer.
4. Approve and set patron/customer fees, working with the awarded Proposer.



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3. Investigation

It shall be the responsibility of the Proposer to make any and all investigations necessary to become thoroughly informed of what is required and specified in the Proposal. No plea of ignorance by the Proposer of conditions that exist or may hereafter exist as a result of failure or omission on the part of the Proposer to make necessary examinations and investigations will be accepted as a basis for varying the requirements of the City of the compensation to the Proposer or performance of the Contract.

Each Proposer submitting a Proposal is responsible for examining the complete Proposal package and any Addenda, and is responsible for informing itself of all of the conditions that might in any way affect the cost of the performance of any work or requirements related to the work described herein. Failure to do so will be at the sole risk of the Proposer.

4. Proposer Qualifications

The City reserves the right to award Contract to the highest rated Proposer, as determined through Proposal evaluation and the evaluation criteria, who furnishes evidence satisfactory to the City that Proposer has the necessary facilities, abilities, experience, equipment, and financial and physical resources available to fulfill the conditions of the contract and execute the work (as described herein and as is industry standard for commercial pyrotechnic services).

Although product an/or service quality is a major consideration, references, service, and past experience, if applicable, will also be considered and part of the Proposal evaluation. The City reserves the right to use any and all information provided in Proposer's Proposal in the evaluation of Proposals for award.

In determining the responsibility of any Proposer, the City reserves the right and may take into account other factors in addition to financial responsibility, such as past records of its or other entities transactions with the Proposer, experience, ability to complete performance within the necessary time limits, and other pertinent considerations such as, but not limited to, reliability, reputation, competency, skill, efficiency, facilities and resources. The Proposal will be awarded in the City's best interests based on these and other legally-allowable considerations.

The City reserves the right and may make any investigations deemed necessary to determine the ability of the Proposer to perform the work. The Proposer agrees to furnish any information and data requested by the City for this purpose.

The City reserves the right to and may require the Proposer to provide proof of its capability to perform the work as described and required herein; however, prequalification of the Proposer shall not be required.

5. Cancellation/Rescheduling

The City reserves the right to cancel the whole or any part of the Contract if the Contractor fails to perform any of the provisions of the Contract or fails to make delivery within the time stated. The Contractor will not be liable to perform if situations arise by reason of strikes, acts of God or public enemy, acts of the City, fires or floods.



CITY OF BENTONVILLE, ARKANSAS
 PURCHASING DEPARTMENT
 2ND FLOOR ADMINISTRATIVE SERVICES BUILDING
 1000 SW 14TH ST
 BENTONVILLE, ARKANSAS 72712
RFP-21-59

The City reserves the right to postpone or reschedule programs/camps, at any time, to provide for the welfare and safety of the general public, with rescheduled or makeup program/camps dates at an agreed upon time, at no additional expense to the City and at a time acceptable to the City.

6. Evaluation and Award

A Selection Committee will evaluate the Proposals based on the criteria outlined below, with assigned point values totaling 100% (one hundred percent). Additional information may be requested from the three Proposers deemed to be the most highly qualified to provide the services required. A Contract will be negotiated with the Proposer ranked the most qualified by the Selection Committee. If the Selection Committee is unable to negotiate a satisfactory Contract with the top ranked Proposer, negotiations with that Proposer shall be terminated, and negotiations shall begin with the next highest ranked Proposer.

1. RESPONSE: Response in relation to how complete, thorough and responsive the Proposer is to the Proposal document.	20%
2. EXPERIENCE, COMPETENCE AND CAPACITY: Experience, competence and capacity for performance of the work described herein. Information reflecting the names and qualifications (including experience) of the major personnel who will be employed by the Proposer to provide this service.	20%
3. PROPOSED WORK METHOD: Proposed method of providing the Tennis Professional tennis services. Proposed tennis programs plan including, but not limited to: structure of leagues, lessons, camps and tournaments. Proposer should indicate how they would set up each mentioned program, including scheduling and prices to be charged.	25%
4. PAST PERFORMANCE: Previous evaluations shall be considered a significant factor. If previous evaluations with the City are not available, past performance records with other employers will be used, including quality of work, timely performance, diligence, ability to meet past budgets, and any other pertinent information. Proposer will provide a list of similar jobs performed and a contact person for each job with contact information.	20%
5. PRICE: Proposed percentage the Tennis Professional will pay the City of Bentonville on a monthly basis. This proposed price should be a percentage of all gross sales made at the Memorial Park Tennis Facility. The City of Bentonville expects the Proposer to pay all relevant City taxes, in addition to the proposed price for leasing the facility.	15%



Administrative Services
Purchasing Department
1000 SW 14th Street
Bentonville, AR 72712

CITY OF BENTONVILLE, ARKANSAS

City Hall
305 SW A Street
Bentonville, AR 72712

EXHIBIT B

Negotiated (Final) Pricing for Tennis Professional Services



Administrative Services
Purchasing Department
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Bentonville, AR 72712

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City Hall
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Type of Program (Description)	Fee Paid to Contractor (Payment Plan)	Notes
Tournaments	85% Net Program Profit*	*Net Program Profit includes the deduction of: all third party fees (transaction/credit card fees, BPR staffing, BPR supplies.
Camps	\$90.00 Per Camper	For all camps.
Lessons, Drills & Leagues	90% Gross Program Profit*	Gross Program Profit: Program Profit minus the third party fees (transaction/credit card fees)

Clarifications:

- **Non-Resident Fees are not considered a Program Fee; these are maintenance fees charged to non-residents to help support the routine maintenance of the courts/facilities that residents otherwise pay through taxes. No BPR contractor is paid non-resident fees.**



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CITY OF BENTONVILLE, ARKANSAS

EXHIBIT C

RFP-21-59 Solicitation



CITY OF BENTONVILLE, ARKANSAS

PURCHASING OFFICE – (479) 271-3115 – PURCHASING@BENTONVILLEAR.COM
ADMINISTRATIVE SERVICES BUILDING -1000 SW 14TH ST. BENTONVILLE, ARKANSAS 72712

FOR PUBLICATION

PUBLICATION DATES: July 4

NOTICE

REQUEST FOR PROPOSALS

Request for Proposals (RFP)-21-59

The City of Bentonville, Arkansas is accepting formal, sealed Proposals from properly qualified, licensed and trained individuals for the Tennis Professional Services associated with the Bentonville Parks and Recreation Tennis Program.

Proposals will be evaluated by a Selection Committee and rated according to the Evaluation Factors outlined in the Request for Proposals (RFP) Document. The Evaluation Factors outlined will be used to evaluate all eligible, responsive Proposers in comparing Proposals and selecting the successful Proposer.

The City reserves the right to reject any or all Proposals and to waive informalities.

Pursuant to Arkansas Code Annotated § 22-9-203, the City encourages all qualified small, minority owned, and women owned business enterprises to submit Proposals for capital improvements. Encouragement is also made to all general (prime) contractors that in the event they subcontract portions of their work, consideration is given to the identified groups.

The City of Bentonville Purchasing Department encourages qualified small, minority and women owned businesses to participate and submit Proposals for City projects/purchases.

Interested parties can obtain the required Response Packet by emailing purchasing@bentonvillear.com, by calling 479-271-3115, or from the Purchasing Office located at the address below. The Response Packet may also be downloaded from the Purchasing Page of the City's website (<http://www.bentonvillear.com/211/Purchasing>) by clicking 'Review Open RFQs/RFPs'; however, Proposers are encouraged to notify Purchasing that they have downloaded the Response Packet to ensure they are on the distribution list for Addenda and/or Q&A.

Proposers who wish to hand deliver a Submission prior to the Submission Deadline date/time may do so by delivering the Submission to the Purchasing Office located on the 2nd floor of the City of Bentonville Administrative Services Building, located at 1000 SW 14th Street Bentonville, AR 72712. Proposers who choose to mail their Submissions should use this same information for mailing. Proposers are reminded that Proposal Submissions must be sealed upon delivery to the Purchasing Office, with the outermost envelope containing the RFP number (RFP-21-59) and the Proposers name; the outermost envelope includes the Fed Ex, UPS, USPS or other carrier envelope containing the Submission. The City of Bentonville is not responsible for Submissions which are not received by the deadline due to being improperly labeled.

The Submission Deadline for RFP-21-59 is 4:30pm CST on Thursday, July 22, 2021. All Submissions must be received by Purchasing prior to the Submission Deadline time. Late Submissions and unsigned Submissions will be rejected, without exception. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit responses at the designated location on or before the Submission Deadline date and time. Responses received after the designated Submission Deadline date and time will be considered late and will be rejected.



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2ND FLOOR ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH ST
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RFP-21-59

REQUEST FOR PROPOSAL

SOLICITATION INFORMATION			
Proposal Number:	RFP-21-59	Date of Issuance:	JULY 4, 2021
Brief Description:	The City of Bentonville is accepting formal, sealed Proposals for a Tennis Professional service provider.		
Agency:	The City of Bentonville, Parks and Recreation Department		

SUBMISSION DEADLINE FOR RESPONSE			
Proposal Submission Deadline: (Date)	JULY 22, 2021	Proposal Submission Deadline: (Time)	4:30 P.M.
Proposals must be received by the Purchasing Department prior to 4:30 P.M., JULY 22, 2021. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit Proposals at the designated location on or before the Proposal submission deadline. Proposals received after the designated Proposal submission deadline will be considered late and will be rejected.			

DELIVERY OF RESPONSE DOCUMENTS	
Delivery Address: *Prospective vendors assume all risk for timely, properly submitted deliveries.	City of Bentonville Administrative Services Building Attn: Purchasing Department – 2 nd Floor 1000 SW 14 th ST Bentonville, Arkansas 72712
Proposal's Outer Packaging:	Outer packaging must be sealed and properly marked with the following information: <ul style="list-style-type: none"> Proposal Number: RFP-21-59 Vendor's name and return address Proposals which must be opened to be identified will be considered incomplete and may be rejected.
Number of Copies for Submission:	(1) One signed original and one (1) digital copy in the form of a CD or USB storage device for a total of two (2) copies of the Proposal are to be delivered by the specified date and time of the Proposal deadline listed herein. Failure to deliver the specified number of originals and copies will be considered an incomplete submission and may be rejected. Digital copies may not be submitted via email; digital copies received via email will be deleted upon receipt and will not be acknowledged as submitted.

CITY OF BENTONVILLE, ARKANSAS PURCHASING OFFICE CONTACT INFORMATION

Purchasing Manager:	Gladys Shoemake	Purchasing Email:	purchasing@bentonvillear.com
Purchasing Phone Number:	(479) 271-3115	Purchasing Address:	City Hall 117 West Central Ave. Bentonville, AR 72712

Questions regarding this Proposal should be directed solely to the Purchasing Office via written communication (email or mail). The deadline for submitting questions related to this Request for Proposal is July 16, 2021 at 4:30 P.M.

EXECUTION OF PROPOSAL

Upon signing this Proposal, the proposer certifies that he or she has read and agrees to the requirements set forth in this Proposal including specifications, conditions and pertinent information regarding the articles being proposed on. **Unsigned Proposals will be rejected without exception.**

NAME OF FIRM:	PHONE NUMBER:	FAX NUMBER:	EMAIL:
BUSINESS STREET ADDRESS:	CITY:	STATE:	ZIP:
SIGNATURE OF AUTHORIZED PERSON:		DATE:	
PRINTED OR TYPED NAME:		TITLE:	
ARKANSAS SALES OR USE TAX NUMBER:		STATE CONTRACTORS LICENSE NUMBER:	



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Request for Proposal

TENNIS PROFESSIONAL

The City of Bentonville is now accepting formal, sealed Proposals from properly qualified, licensed and trained individuals for the Tennis Professional Services associated with the Bentonville Parks and Recreation Tennis Program.

Proposals will be evaluated by a Selection Committee and rated according to the Evaluation Factors outlined in this Request for Proposals (RFP) Document. The Evaluation Factors outlined will be used to evaluate all eligible, responsive Proposers in comparing Proposals and selecting the successful Proposer.

Estimated Schedule:

- Publish notice for Request for Proposals: July 4, 2021
- **Deadline for submitting questions (RFIs) to the Purchasing Department: July 16, 2021(4:30 P.M)**
- **Deadline for Proposal submissions: July 22, 2021 (4:30 P.M)**

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RFP-21-59

1. Terms and Conditions

1. Firms responding to this Request for Proposal (“RFP”) must submit their Proposals by the deadline provided herein.
2. The City of Bentonville, Arkansas will be referred to as “City”. The Proposer submitting a Proposal in response to this RFP will be referred to as “Proposer” and “Facility Tennis Pro” periodically throughout this RFP.
3. Proposals must be submitted in a sealed package or envelope, clearly listing the following information on the outer envelope:
 - **RFP Number:** RFP-21-59
 - **Proposer’s Information:** Name and address

No telephone, electronic, or facsimile Proposals will be considered.

4. Proposers may provide additional supporting documentation pertinent to clarification of the Proposal. There are no Proposal format restrictions, except as stated herein.
5. The City reserves the right to:
 - Reject any and all Proposals received as a result of this RFP.
 - Waive or decline to waive any informalities and any irregularities in any Proposal or responses received.
 - Adopt all or any part of the Proposal.
 - Negotiate changes in the scope of work or services to be provided.
 - Withhold the award of contract.
 - Select the Proposer it deems to be in the best interest of the City and most qualified to fulfill the needs of the City. The Proposer with the lowest costs offered may not necessarily be selected for award.
6. Any and all inquiries or requests for explanation in regard to the City’s requirements, or any other information pertaining to this Request for Proposal, should be made to the Purchasing Office via the information on page one (1) of this RFP document. Only written requests will be considered. No oral interpretations or clarifications will be given as to the meaning of any part of this RFP. All questions, clarifications, and requests, together with answers, if any, will be provided to all firms that have indicated an interest or intention to submit proposals, but the names of any firms submitting any questions, clarifications, or requests will not be disclosed until after the deadline for submitting Proposals.
7. It shall be clearly understood that any costs incurred by the Proposer in responding to this Request for Proposal is at the Proposer’s risk and expense as a cost of doing business. The City is not responsible for any reimbursement to the Proposer for any expense so incurred, regardless of acceptance of Proposal or issuance of award.



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8. All Proposals and other materials submitted shall become the property of the City and as such are subject to being released under the Arkansas Freedom of Information Act.
9. Any conditions or expectations on the part of the Proposer for performance by the City Of Bentonville must be set forth in the Proposal. The City is not obligated to consider the Proposer's post submittal terms and conditions.
10. This Proposal must contain the signature of a duly authorized officer or agent of the Proposer's company empowered with the right to bind and negotiate on behalf of the Proposer for the amounts and terms proposed.
11. Any information provided herein is intended to assist the Proposer in the preparation of Proposals necessary to properly respond to this RFP. This RFP is designed to provide the qualified Proposers with sufficient basic information to submit Proposals meeting minimum specifications and test requirements, but is not intended to limit an RFP's content or to exclude any relevant or essential information.
12. At the discretion of the City, one or more Proposers may be asked for more detailed information before final ranking and/or award of the Proposal.
13. The selected Proposer will exercise due professional care in understanding the type of engagement and in performing the services described herein.
14. While the City reserves the right to interview any or all Proposers, award of a contract may be made without discussion with Proposer after proposals are received. Proposals should, therefore, be submitted on the most favorable terms available.
15. The City of Bentonville requires all vendors and contractors doing business with the City not to discriminate against any person on the basis of race, age, color, religion, sex, ancestry, non-job-related handicaps, or national origin.
16. **Insurance:** The awarded Proposer shall provide proof of the following insurance requirements:

Proposers are required to include proof that they maintain or have the ability to obtain the insurance, as described herein, after the Notice of Award has been issued and upon execution of the contract in their Proposal submission. Proposal submittals that do not include proof of the required insurance or the ability to obtain the required insurance may be rejected. The awarded Proposer shall purchase and maintain, at minimum, such insurance as defined herein and furnish Certificates of Insurance to the City naming the City of Bentonville as additionally insured. The insurance shall be appropriate for the performance of the work, as described herein, and shall provide protection from damage occurring to City owned property and from, and any other claims which may arise out of or result from the awarded Proposer's performance of the work; whether it is to be performed by the awarded Proposer, any subcontractor or supplier, or by anyone directly or indirectly employed by any of them to perform any of the work, or by anyone for whose acts any of them may be liable:

The policies of insurance required are as follows:

- 1) Workers' Compensation:
 - a. State: Statutory
 - b. Applicable Federal: Statutory
- 2) Comprehensive or Commercial General Liability: \$1,000,000.00 (one million dollars) aggregate



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- 17. Term:** The Contract awarded to the selected Proposer will be for an initial term of one (1) year, renewable annually upon mutual written agreement for a maximum term of five (5) years. There shall be no change in the terms of the contract during the original contract term, or any renewal term thereafter, unless mutually agreed upon in writing and in accordance with the City of Bentonville Purchasing Policy and all applicable laws.
- 18. Criminal Background Checks:** The awarded Proposer and any employee or representative of the awarded proposal who will be performing work under the awarded contract may be subject to a criminal background check, to be administered by the City of Bentonville.
- 19. Credit Report:** The awarded Proposer may be subject to a credit check, performed by the City of Bentonville.
- 20. Location:** The location shall be determined by the City, inside the City Limits of Bentonville, Arkansas.
- 21. Timeline:** The City intends to award the contract prior to September 1, 2021; the awarded Proposal shall be available to perform the services within two (2) weeks from award.

2. Scope of Services

The scope of work for the Tennis Professional Services will include all necessary services associated with the Bentonville Parks and Recreation Tennis Program. Services will include and be in compliance with, but not be limited to the following:

1. Operation of the courts at Citizens Park, Memorial Park and Wildwood Tennis Complexes. Additional court space at Wildwood courts may be reserved for programming and special events if mutually agreed upon by the Facility Tennis Pro and the Director of Parks and Recreation.
2. The awarded Proposer will utilize the Citizens, Memorial and Wildwood Tennis Complex, or any future public tennis complex/facility owned and operated by the City, for tennis programming to accommodate different demographics and locations.
3. Adherence to the previously signed Agreement between the City of Bentonville and the Bentonville High School(s) Tennis Program (Agreement available upon request).
4. Promote the City of Bentonville and Bentonville Parks and Recreation in a professional manner, enhancing the Department and the Tennis Facility (facilities).
5. Work collaboratively with the Parks and Recreation staff to develop a comprehensive Facility Tennis Program that includes recreational opportunities for youth and adult participants. These programs may include, but will not be limited to including: leagues, lessons (private and group), events, tournaments and open recreation.
6. The awarded Proposer will assist the City in determining the dates and times for programs and special events. The program schedules will be determined seasonally by the following dates between the awarded Proposer and the City:
 - a. Spring Season Programming: Planned and designed no later than December 1 prior to the spring.
 - b. Summer Season Programming: Planned and designed no later than February 1 prior to the summer.
 - c. Fall Season Programming: Planned and designed no later than April 1 prior to the fall.



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7. The awarded Proposer will partner with Camp Bentonville to put on, at least, four (4) tennis camp programs during each year.
8. The awarded Proposer will be responsible for staffing the tennis complexes to operate any program offered by the award of this Contract.
9. The awarded Proposer and their staff will work with Parks and Recreation to perform one (1) free Facility Tennis Promotion day annually.
10. The awarded Proposer and Parks and Recreation staff will meet bi-weekly, or more often as needed, to ensure all parties are up to date on the status of the tennis program and of upcoming events and programs at their facility.
11. The Facility Tennis Pro shall abide by and enforce all regulations of the City applicable to the premises of the Tennis Complex. Days and hours of operation of the complex shall be recommended by the Facility Tennis Pro with final approval from the Director of Parks and Recreation or his assignee.
12. The Facility Tennis Pro and their staff shall be responsible for keeping the playing courts and Tennis Complex clean, neat and orderly. The City shall furnish cleaning supplies or materials to assist with the upkeep of the complexes. The Facility Tennis Pro will be responsible for normal daily maintenance of the complex.
13. All rules and regulations, administrative policies, and all fees to be charged at the Tennis Complex shall be recommended by the Facility Tennis Pro and approved by the Director of Parks and Recreation or his assignee.
14. The Facility Tennis Pro will work with the Parks and Recreation Director or his assignee to determine the overall direction of the Tennis Complex. The Facility Tennis Pro hours will be determined by leagues and scheduled lessons that will be approved by the Director of Parks and Recreation or his assignee.
15. The Facility Tennis Pro will be available to assist with third party events and tournaments when assigned by the Parks and Recreation Supervisor or his assignee.
16. The awarded Proposer shall comply with all Federal, State, and local laws, and Ordinances. They shall also comply with the Americans with Disabilities Act which prohibits discrimination against individuals with disabilities and providing public services. The City of Bentonville is an equal opportunity employer and requires that the awarded Proposer be as well; the City of Bentonville requires all vendors and contractors doing business with the City to not discriminate against any person on the basis of race, age, religion, sex, ancestry, non-job-related handicaps, or national origin. The City requires every vendor and contractor to be familiar with and comply in every aspect with Civil Rights Laws.
17. The awarded Proposer will not be permitted to accept or receive payment for any tennis programming at the Park or Facility unless approved in advance by the Bentonville Parks and Recreation Director or his assignee.

The City of Bentonville will provide the following for this Contract:

1. Bentonville Parks and Recreation (BPR) will provide marketing and advertising to help promote tennis programming at all tennis facilities in the City of Bentonville, AR.
2. BPR will produce and receive registrations and payments for the programs conducted at all tennis facilities in the City of Bentonville.
3. Approve and set programming, working with the awarded Proposer.
4. Approve and set patron/customer fees, working with the awarded Proposer.



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3. Investigation

It shall be the responsibility of the Proposer to make any and all investigations necessary to become thoroughly informed of what is required and specified in the Proposal. No plea of ignorance by the Proposer of conditions that exist or may hereafter exist as a result of failure or omission on the part of the Proposer to make necessary examinations and investigations will be accepted as a basis for varying the requirements of the City of the compensation to the Proposer or performance of the Contract.

Each Proposer submitting a Proposal is responsible for examining the complete Proposal package and any Addenda, and is responsible for informing itself of all of the conditions that might in any way affect the cost of the performance of any work or requirements related to the work described herein. Failure to do so will be at the sole risk of the Proposer.

4. Proposer Qualifications

The City reserves the right to award Contract to the highest rated Proposer, as determined through Proposal evaluation and the evaluation criteria, who furnishes evidence satisfactory to the City that Proposer has the necessary facilities, abilities, experience, equipment, and financial and physical resources available to fulfill the conditions of the contract and execute the work (as described herein and as is industry standard for commercial pyrotechnic services).

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The City reserves the right and may make any investigations deemed necessary to determine the ability of the Proposer to perform the work. The Proposer agrees to furnish any information and data requested by the City for this purpose.

The City reserves the right to and may require the Proposer to provide proof of its capability to perform the work as described and required herein; however, prequalification of the Proposer shall not be required.

5. Cancellation/Rescheduling

The City reserves the right to cancel the whole or any part of the Contract if the Contractor fails to perform any of the provisions of the Contract or fails to make delivery within the time stated. The Contractor will not be liable to perform if situations arise by reason of strikes, acts of God or public enemy, acts of the City, fires or floods.



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The City reserves the right to postpone or reschedule programs/camps, at any time, to provide for the welfare and safety of the general public, with rescheduled or makeup program/camps dates at an agreed upon time, at no additional expense to the City and at a time acceptable to the City.

6. Evaluation and Award

A Selection Committee will evaluate the Proposals based on the criteria outlined below, with assigned point values totaling 100% (one hundred percent). Additional information may be requested from the three Proposers deemed to be the most highly qualified to provide the services required. A Contract will be negotiated with the Proposer ranked the most qualified by the Selection Committee. If the Selection Committee is unable to negotiate a satisfactory Contract with the top ranked Proposer, negotiations with that Proposer shall be terminated, and negotiations shall begin with the next highest ranked Proposer.

1. RESPONSE: Response in relation to how complete, thorough and responsive the Proposer is to the Proposal document.	20%
2. EXPERIENCE, COMPETENCE AND CAPACITY: Experience, competence and capacity for performance of the work described herein. Information reflecting the names and qualifications (including experience) of the major personnel who will be employed by the Proposer to provide this service.	20%
3. PROPOSED WORK METHOD: Proposed method of providing the Tennis Professional tennis services. Proposed tennis programs plan including, but not limited to: structure of leagues, lessons, camps and tournaments. Proposer should indicate how they would set up each mentioned program, including scheduling and prices to be charged.	25%
4. PAST PERFORMANCE: Previous evaluations shall be considered a significant factor. If previous evaluations with the City are not available, past performance records with other employers will be used, including quality of work, timely performance, diligence, ability to meet past budgets, and any other pertinent information. Proposer will provide a list of similar jobs performed and a contact person for each job with contact information.	20%
5. PRICE: Proposed percentage the Tennis Professional will pay the City of Bentonville on a monthly basis. This proposed price should be a percentage of all gross sales made at the Memorial Park Tennis Facility. The City of Bentonville expects the Proposer to pay all relevant City taxes, in addition to the proposed price for leasing the facility.	15%



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7. Contract Document (to be executed upon award)

SERVICE CONTRACT: RFP-21-59 Tennis Professional

THIS CONTRACT is made in Benton County, Arkansas, by and between the City of Bentonville, Arkansas, hereinafter “City,” and _____, hereinafter “Contractor” (collectively, the “Parties”),
Witnesseth:

1. DESCRIPTION. Contractor submitted a Proposal to the City’s solicitation, Request for Proposals (RFP-21-59), attached hereto as **EXHIBIT A**; Contractor and Contractor’s Proposal were selected by the City’s Selection Committee in accordance with the Evaluation Factors outlined in the City’s solicitation, attached hereto as **EXHIBIT B**, for the tennis professional services associated with the Bentonville Parks and Recreation (BPR) Tennis Program. This Contract has been awarded to Contractor as result of Contractor’s submitted Proposal. The services shall consist of providing professional tennis services for the BPR Tennis Program, as set forth herein and in all attached Exhibits.

2. PRIMARY CONTACTS. The primary contact for the Contractor shall be _____.
SAMPLE CONTRACT
The primary contact for the City shall be the BPR Recreation Supervisor or his assignee.

3. CONTRACT TERM. The term for this Contract shall be one (1) year, commencing on _____ (month)____(day), 2021, and ending on _____ (month)____(day), 2022, renewable annually upon mutual written agreement for a maximum term of five (5) years. Any changes to the Term of this Contract shall be executed as an Amendment and signed by the Parties, and shall be in accordance with all applicable procurement laws and City’s Purchasing Policy. Any agreed upon changes may require approval from the Bentonville City Council.

4. PROCEDURES. The services shall be conducted in accordance with this Contract, all Exhibits attached hereto, as mutually agreed upon in writing between the Parties and as are the standard of excellence in the applicable industry.

a. General. The Contractor shall conduct its operations in a manner consistent with industry standards and best practices in providing professional tennis instruction, programming and program planning for the type of work included in this Contract and all attached Exhibits.

5. FEES, EXPENSES, AND SCHEDULE. Fees shall be in accordance with **EXHIBIT A**. Contractor agrees



CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
2ND FLOOR ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH ST
BENTONVILLE, ARKANSAS 72712
RFP-21-59

to only perform the type of services outlined in this Contract and the Exhibits attached hereto.

a. Registration for all programs will occur at Bentonville Parks and Recreation facilities or online at Bentonville Parks and Recreation websites. All registration funds will come directly to Bentonville Parks and Recreation and will be distributed to Contractor once payment is received and once City has received an invoice.

b. All expenses for the program are the responsibility of the Contractor.

6. ADDITIONAL SERVICES. Any service outside of the services stated herein and in the Exhibits attached hereto must be pre-approved by the City, in writing, and in accordance with applicable procurement laws and the City’s Purchasing Policy prior to any additional work proceeding.

7. INVOICING. Contractor shall submit invoices to the City’s contact for review and approval, only for tennis programming and/or services that have occurred and/or been performed, on the 1st (first) and 15th (fifteenth) of each month, or on the first business day following. Payment for approved invoices will be made within two-weeks.

SAMPLE CONTRACT

8. PAYMENT.

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

b. Service Failure. In the event of a service failure, where the service performed is not in accordance with this Contract, the City may withhold sums otherwise due to Contractor that are specifically for the area in which the service failure occurred, until correction of the service failure is confirmed.

9. TERMINATION FOR LACK OF FUNDS. If, for whatever reason, adequate funding is not made available by City to support or justify continuation of the level of services to be provided by Contractor under this Contract, City may terminate or reduce the amount of services to be provided by Contractor under this Contract. In such event, City will notify Contractor in writing at least thirty (30) days in advance of such termination or reduction of services for lack of funds.

10. DISPUTE RESOLUTION. City and Contractor agree that disputes relative to the services will first be addressed by negotiations between the Parties. If direct negotiations fail to resolve the dispute, the Party



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initiating the claim that is the basis for the dispute may take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute, Contractor will proceed with the services as per this Contract as if no dispute existed, and City will continue to make payment for Contractor's completed services; and provided further that no dispute will be submitted to arbitration without both Parties' express written consent.

11. SUBCONTRACTING. Contractor may not subcontract or assign any of the services to be performed under this Contract without first obtaining the written approval of the City. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge Contractor from any obligation under this Contract. Any person or firm proposed for subcontracting services under this Contract will maintain throughout the duration of the Contract, insurance as provided herein and will additionally maintain Professional Liability Insurance in a minimum amount of \$1,000,000.00 and provide the City with certification thereof. Failure to obtain the City's written approval to subcontract any portion of this Contract shall be grounds for immediate termination of the Contract.

SAMPLE CONTRACT

12. INSURANCE. Contractor will maintain, throughout the duration of this Contract and any subsequent renewal year, insurance as set forth below, which includes Workers' Compensation insurance, as required by Arkansas Statute, for all Contractor's employees or independently contracted workers. In the event that any interruption or change in insurance coverage may occur, the Contractor shall provide the City with thirty (30) days written notice of any such interruptions or changes. Failure to maintain the required insurance, as set forth herein will result in the direct breach of this Contract and subsequent termination.

a. Minimum Insurance Requirements.

- I. Workers' Compensation: Statutory Limits
- II. Comprehensive General Liability (Broad Form): \$1,000,000.00

13. CONDUCT. Contractor shall understand the programs being offered are by way of Bentonville Parks and Recreation. Contractor is expected to promote the City of Bentonville and Bentonville Parks and Recreation in a professional manner, enhancing the department and the tennis facility. If inappropriate actions are being performed, this Contract can be terminated by the Director of Parks and Recreation or his assignee. At all times the



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Contractor, or any employees of the Contractor, who are present at any City of Bentonville tennis facility or are otherwise performing the services stated herein on City property are to reflect the representation of Bentonville Parks and Recreation and such programming. This includes promotion of only Bentonville Parks and Recreation programming, wearing Bentonville Parks and Recreation uniforms, or any other forms of program promotion.

14. BACKGROUND CHECKS. Contractor and all of Contractor's employees performing work for the City must pass a background check annually performed by the City.

15. INDEMNIFICATION AND HOLD HARMLESS. For purposes of this Contract, Contractor agrees to indemnify, defend and hold harmless the City, its officers, appointees, employees, and agents from any and all loss, damage, liability or expense, of any nature whatsoever caused or incurred as a result of the negligence or other actionable fault of Contractor, its affiliates, subsidiaries, employees, agents, assignees, and subcontractors and their respective employees and agents. Contractor is not required hereunder to defend the City, its officers, appointees, employees, or agents from assertions that they were negligent, nor to indemnify and hold them harmless from liability based on the City's negligence.

SAMPLE CONTRACT

16. TAXES, LICENSES AND PERMITS. The Contractor shall pay all Local, State and Federal taxes required by law and shall secure and maintain all permits and licenses necessary for the execution of the services described herein.

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

18. NO THIRD PARTY BENEFICIARIES. Nothing contained herein will create a contractual relationship with, or any rights in favor of, any Third Party.

19. INDEPENDENT CONTRACTOR. Contractor is an independent contractor and is not an agent or employee of City. Contractor's employees and staff otherwise used to perform the services awarded under this Contract are Contractor's employees and sole responsibility. All payments made and benefits provided to Contractor's employees and staff otherwise shall be the sole responsibility of the Contractor.

20. COMPLIANCE WITH LAWS. Contractor will abide by all applicable federal, state and local laws, ordinances and regulations applicable at the time the services are rendered.



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PURCHASING DEPARTMENT
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21. APPLICABLE LAW, JURISDICTION, VENUE. Interpretation of this Contract and disputes arising out of or related to this Contract will be subject to and governed by the laws of the State of Arkansas. Jurisdiction and venue for any suit arising out of or related to this Contract will be in the District Court of Benton County, Arkansas.

22. SEVERABILITY. If any provision of this Contract is determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) will be null and void; provided, however, that the remaining provisions of this Contract will be unaffected and will continue to be valid and enforceable.

23. AMBIGUITY. If any ambiguity, inconsistency or conflict arises in the interpretation of this Contract, the same will be resolved by reference first to the terms and conditions of this Contract and then to Exhibit A.

The Parties hereto have caused this Contract to be executed this _____ (day) of _____ (month), 2021.

SAMPLE CONTRACT

CITY OF BENTONVILLE, ARKANSAS

By: _____
Stephanie Orman, Mayor

By: _____
Name(printed): _____
Title: _____
Company: _____
Address: _____



CITY OF BENTONVILLE, ARKANSAS

Purchasing Department – 1000 SW 14th Street, Bentonville Arkansas 72712

City Hall – 305 SW A Street Bentonville, Arkansas 72712

AMENDMENT TO MEMORANDUM OF UNDERSTANDING

This amendment (the "Amendment"), dated 1/14/25 is made by the City of Bentonville, Arkansas ("City") and Ozark Tennis Academy ("Provider"), parties to the Memorandum of Understanding with Bentonville Parks and Recreation, for Tennis and Pickleball Services, dated 10/19/21 (the "Agreement").

1. In accordance with Section 2 (Term) B, the Agreement may be renewed upon mutual written agreement via Amendment.
2. The Agreement is Amended as follows:
3. The Parties have mutually agreed to renew the Agreement for a 1 annual term, as follows:
 - a. One (1) year, beginning on 1/1/25 and ending on 12/31/25.
4. The estimated total of payments for the renewal term is estimated to be \$300,000.
5. This Amendment shall be effective immediately when fully executed.
6. Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Amendment and the Agreement, or any earlier Amendment, the terms of this Amendment shall prevail.

THE CITY OF BENTONVILLE, ARKANSAS

BY: _____
Stephanie Orman, Mayor

DATE: _____

Company Name: Ozark Tennis Academy

BY: _____

Name(printed): Carmen De Genaro

DATE: 1/14/25

RESOLUTION NO. _____

A RESOLUTION ALLOWING THE MAYOR AND CITY CLERK TO ENTER INTO AN AMENDED AGREEMENT WITH OZARK TENNIS ACADEMY, PROVIDING TENNIS AND PICKLE BALL SERVICES, IN THE APPROXIMATE AMOUNT OF THREE HUNDRED THOUSAND DOLLARS (\$300,000.00) FOR BENTONVILLE PARKS AND RECREATION; AND FOR OTHER PURPOSES.

WHEREAS, Bentonville Parks and Recreation has an existing agreement with Ozark Tennis Academy;

WHEREAS, this amendment allows for continued services and programming; and

WHEREAS, this is a budgeted item funded through registration fees.

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

Section 1: The Mayor and City Clerk are authorized to enter into an amended agreement with Ozark Tennis Academy, to extend the contract term for one (1) year, in the approximate amount of three hundred thousand dollars (\$300,000.00);

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

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

PASSED this _____ day of _____, 2025.

APPROVED:

STEPHANIE ORMAN, Mayor

ATTEST:

MALORIE MARRS, City Clerk



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:		Submitted By:	
Phone:		For Department(s):	
Email:			

Item Type (Check all that apply)

<input type="checkbox"/> Informational	<input type="checkbox"/> Bid Award	<input type="checkbox"/> Enter into an Agreement	<input type="checkbox"/> Change Order
<input type="checkbox"/> Recognizing Funds	<input type="checkbox"/> Budget Adjustment	<input type="checkbox"/> Waiver of Bid	<input type="checkbox"/> Emergency Clause
Ordinance	Resolution	Informational	

Title, Recommendation & Justification

Title:	
Action Recommendation & Justification:	
Additional Comments for Consideration (Optional):	

Amount for Approval:	\$	
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Budget Impact

Is this Item Budgeted? YES NO ITEM HAS NO COST OTHER: _____

Budget Adjustment (to be completed by Finance when applicable)

Account Number (ORG-OBJECT)	Account Description	\$	\$
		Expense	Revenue
		\$	\$
		Expense	Revenue
		\$	\$
		Expense	Revenue
		\$	\$
		Expense	Revenue

Fund(s) Impacted

(check all that apply)

General Fund **Utility Fund** **Street Fund** **Other(s):** _____

Budget Impact Notes for Consideration (Optional):

Memo



To: City Council, Mayor Orman
From: Josh Stacey, Parks and Recreation Deputy Director
CC: David Wright, Parks and Recreation Director
Date: January 31, 2025
Re: A Resolution for the Mayor and City Clerk to enter into an agreement with Byrne & Jones Sports Construction in the amount of \$150,000 for field corrections and improvements at the Creekside Park Cricket field.

Parks and Recreation Staff is seeking City Council's approval of a resolution authorizing the Mayor and City Clerk to enter into an agreement with Byrne & Jones Sports Construction in the amount of \$150,000 for field corrections and improvements at the Creekside Park Cricket field.

Following the completion and opening of the cricket field at Creekside Park, heavy use has resulted in significant wear, leading to deteriorated grass and muddy playing conditions. To address this, we propose installing artificial turf on both sides of the pitch, ensuring a durable, consistent playing surface and reducing ongoing maintenance needs. Additionally, this project will include drainage and grading improvements to correct low spots and ensure proper water runoff from the field. Previous drainage work, completed after the field was freshly sodded, created uneven areas that need to be regraded for optimal playability.

Byrne & Jones, a trusted sports field contractor with specialized experience in this type of work, has been selected through their TIPS contract to complete the project. They are currently wrapping up work at Phillips Park, with successful projects across Northwest Arkansas. This project is a budgeted expense and will enhance the field's longevity, safety, and overall playing experience for our growing cricket community

If you have any questions regarding this item, please contact Josh Stacey at jstacey@bentonvillear.com or call 418.8653.

Attachments:
Byrne & Jones Quote



MEMORANDUM

PURCHASING AND COMPLIANCE DEPARTMENT

TO: ADMINISTRATION

FROM: Kelsi Frederick, Purchasing and Compliance Manager

DATE: February 4, 2025

SUBJECT: Creekside Park Cricket Field

The Purchasing and Compliance Department has reviewed the procurement process for the proposed agreement with Byrne & Jones Sports Construction in the amount of \$150,000 for field corrections and improvements at the Creekside Park Cricket Field.

This project has been evaluated under TIPS Contract No. 23020101, and it has been determined that the solicitation aligns with Arkansas State Statute §19-11-249 and the City's Purchasing and Compliance Policy. Therefore, this procurement is eligible for cooperative purchasing, eliminating the need for a separate competitive bid process. The scope of work includes installing artificial turf, improving drainage, and correcting grading to enhance playability and reduce maintenance.

The Purchasing and Compliance Department recommends Council approval of this resolution to authorize the Mayor and City Clerk to enter into this agreement. This approach ensures compliance with procurement regulations while expediting much-needed improvements for the cricket community.

Please feel free to contact me with any questions.

Kelsi Frederick

(479) 271-3115

kfrederick@bentonvillear.com



Byrne & Jones

SPORTS CONSTRUCTION

13940 St. Charles Rock Road
ST. LOUIS, MO 63044
PHONE: (314) 567-7997
FAX: (314) 567-1828

WWW.BYRNEANDJONES.COM/sports

DATE: 7/24/2024

City of Bentonville Parks
215 SW A Street
Bentonville, AR 72712

Attn: Wade Tomlinson

Re: Creekside Park Cricket Renovations

Dear Wade,

On behalf of Byrne & Jones Construction's Sports Division, I would first like to thank you for the opportunity to submit our proposal for the Athletic Facility Improvements. Our team has reviewed the project thoroughly and we have assembled an attractive and competitive package for the district.

Since 1976, our people at Byrne & Jones have been guided by the foundation of our core values. Our team of talented builders pledge to always **DO THE RIGHT THING** and we will **DO WHAT IT TAKES** regardless of the challenge in front of us. We accomplish this through the **MUTUAL TRUST & RESPECT** that we have for our people and our customers. Last but not least, our resume and qualifications speak for themselves. **WE ARE THE EXPERTS** in Sports Construction.

In the following pages you find our proposal for your review. Some key aspects of our proposal includes:

- Qualifications
- General Conditions
- Scope of Work
- Pricing
- Alternates
- Warranties

If you have any questions or need anything at all, please feel free to use us as a resource.

Sincerely,



Jay Garner
Business Development Manager
Byrne & Jones Construction | Sports Division
314-303-8683



FIELDS | TRACKS | COURTS | PARKS & REC



Byrne & Jones

SPORTS CONSTRUCTION

13940 St. Charles Rock Road
ST. LOUIS, MO 63044
PHONE: (314) 567-7997
FAX: (314) 567-1828

WWW.BYRNEANDJONES.COM/sports

PROJECT	City of Bentonville – Creekside Park Cricket	DATE	07/24/24 REV 8/22/24 REV 12/23/24
TO	Wade Tomlison	PLANS	Per B&J C1.0 dated 07/23/24, C1.1 dated 07/22/24
FROM	Jay Garner	SPECS	ASBA Standards

QUALIFICATIONS

- Starting in 1976, B&J has completed over **700 running tracks, 600 athletic fields, and 350 courts.**
- Byrne & Jones is a member of the American Sports Builders Association (**ASBA**) since 2009
- Byrne & Jones has **EIGHT** ASBA Certified Synthetic Turf Field Builders on Staff (CFB-S)
- Byrne & Jones has **ONE** ASBA Certified Field Builders on Staff (CFB)
- Byrne & Jones has **THREE** ASBA Certified Track Builders on Staff (CTB)
- Byrne & Jones Sports General Manager, Jameson Sheley serves on the **Board of Directors** of the ASBA
- Byrne & Jones has been honored with **SIXTEEN** ASBA Excellence Awards

GENERAL CONDITIONS

- Provide project renderings, shop drawings, and detailed drawings for owners approval prior to construction
- Pre-construction meeting to be held prior to mobilization to the site
- Secure applicable permits required include City, County, and State
- Owner shall provide reasonable access to the jobsite for construction, material deliveries, and material laydown
- Mobilization of necessary material, equipment and labor to the job site
- Provide dedicated on-site project superintendent and office/field project manager
- Provide on-site supervision of all staging area, material and equipment delivery
- In-House Professional Surveying provided for layout of our work
- Provide portable restrooms, dumpsters, and construction fencing as needed
- Provide as-built drawings upon completion
- Conduct final walkthrough with owner for project acceptance
- Provide maintenance manual and training of owner personnel
- B&J's proposal includes all necessary items to complete the detailed scope of work. No additional costs will be incurred unless the owner elects to add scope to the project or through unforeseen circumstances.
- Our proposal only includes known/foreseeable circumstances or conditions. Unforeseen circumstances or items not listed in this proposal are not included. Any work provided outside of the scope of work listed in this proposal can be provided for an additional cost by a mutually agreed to change order.



FIELDS | TRACKS | COURTS | PARKS & REC



CRICKET RENOVATIONS – 180' LONG x 30' WIDE

- Mobilization of necessary material, labor, and equipment to complete our scope of work
- Remove and dispose of surface on existing concrete pitch slab
- Excavate to elongate the existing pitch slab as shown on C1.0 dated 07/22/24
 - Turf area to be 180' long x 30' wide (60' length added to north end of existing pitch, 35' length added to south end of existing pitch)
 - Assumes existing concrete pitch slab to remain in place
 - Assumes spoils will remain on site
- Furnish and install 4" of drainable aggregate base using laser guided machinery in the expanded area
- Furnish and install plastic nailer along the perimeter of the expanded area to attach turf
- Furnish and install new synthetic turf
- Furnish and install hybrid Bermuda sod to match existing at all areas disturbed by B&J

TOTAL INVESTMENT: \$98,800

ADDITIONAL INVESTMENT ALTERNATES

- **Drainage** **ADD: \$12,100**
 - Furnish and install approximately 120' of HDPE collection pipe to sheet drain water that currently collects at the NE area of the cricket field
- **Regrade Field @ Areas w/ Drainage Issues (Approximately 15,000SF)** **ADD: \$39,100**
 - Grade low areas with drainage issues using laser guided machinery
 - Furnish and install hybrid Bermuda sod to match existing at all areas disturbed by B&J

WARRANTIES

- 8 year synthetic turf manufacturer's/general contractors warranty
- 1 year civil construction/general contractors warranty





Byrne & Jones

SPORTS CONSTRUCTION

13940 St. Charles Rock Road
ST. LOUIS, MO 63044
PHONE: (314) 567-7997
FAX: (314) 567-1828

WWW.BYRNEANDJONES.COM/sports

NOTES/EXCLUSIONS

1. Price does not include any storm water detention or water quality above our standard rock section.
2. Price does not include any work not specified in the above proposal.
3. Includes mobilization in (1) phase.
4. Price based on normal working hours and days.
5. Price based on mutually agreeable contract language.
6. Price based on complete access to the jobsite.
7. Price does not include any rock breaking, blasting, excavation, or removals.
8. Price does not include the testing for, removal or disposal of contaminated or unsuitable soils.
9. Any modification to rock, asphalt, and material type must be mutually agreed upon.
10. Price does not include any pavement repairs due to construction traffic.
11. Unless otherwise noted, Soil Stabilization is not included in this proposal.
12. B&J has five TIPS Cooperative Purchasing Contracts including Sports Fields, Courts, or Tracks; Paving; and General Trades, Labor and Materials. Contract #'s: 23010401, 23010402, 23020101, 23020102, and 200602.
13. This proposal falls under contract #: 23020101
14. Net 30 payment terms.
15. Pricing is good for 30 days.

If you have any questions, please feel free to contact me.

Sincerely,



Jay Garner
Business Development Manager



ACCEPTED BY :

Print Name, Title

Signature

Date



FIELDS | TRACKS | COURTS | PARKS & REC

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH BYRNE & JONES SPORTS CONSTRUCTION, FOR FIELD IMPROVEMENTS AT THE CREEKSIDE PARK CRICKET FIELD, IN AN AMOUNT NOT TO EXCEED ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000.00); AND FOR OTHER PURPOSES.

WHEREAS, the Parks and Recreation department requests approval to enter into an agreement with Byrne & Jones Sports Construction, for field corrections and improvements at the Creekside Park cricket field;

WHEREAS, this firm was selected following the City’s Purchasing Policy for using cooperative purchasing agreements under TIPS Contract No. 23020101; and

WHEREAS, this is a budgeted item.

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

Section 1: The Mayor and City Clerk are authorized to enter into an agreement with Byrne & Jones Sports Construction, for field corrections and improvements at the Creekside Park cricket field, in an amount not to exceed one hundred fifty thousand dollars (\$150,000.00);

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

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

PASSED this _____ day of _____, 2025.

APPROVED:

STEPHANIE ORMAN, Mayor

ATTEST:

MALORIE MARRS, City Clerk



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:		Submitted By:	
Phone:		For Department(s):	
Email:			

Item Type (Check all that apply)

<input type="checkbox"/> Informational	<input type="checkbox"/> Bid Award	<input type="checkbox"/> Enter into an Agreement	<input type="checkbox"/> Change Order
<input type="checkbox"/> Recognizing Funds	<input type="checkbox"/> Budget Adjustment	<input type="checkbox"/> Waiver of Bid	<input type="checkbox"/> Emergency Clause
<input type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Informational	

Title, Recommendation & Justification

Title:	
Action Recommendation & Justification:	
Additional Comments for Consideration (Optional):	

Amount for Approval:	\$
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Budget Impact

Is this Item Budgeted? YES NO ITEM HAS NO COST OTHER: _____

Budget Adjustment (to be completed by Finance when applicable)

Account Number (ORG-OBJECT)	Account Description	\$	\$
		Expense	Revenue
		\$	\$
		Expense	Revenue
		\$	\$
		Expense	Revenue
		\$	\$
		Expense	Revenue

Fund(s) Impacted

(check all that apply)

General Fund **Utility Fund** **Street Fund** **Other(s):** _____

Budget Impact Notes for Consideration (Optional):

Memo



To: City Council, Mayor Orman
Thru: David Wright, Parks and Recreation Director
From: Scott Mendenhall, Parks Maintenance Manager
Date: January 24, 2025
Re: Bid Award, in the amount of \$119,388.00 to Brightview Landscape Services for Mowing Services for Parks and Recreation.

The Parks and Recreation Department requests City Council approval to award Bid IFB-24-92 to Brightview Landscape Services, Inc. for mowing services for various city park properties. Brightview submitted the lowest responsive bid with a weekly mow rate of \$3,979.61, for an estimated annual total of \$119,388.00. The contract is for a one-year term, renewable annually through 2028.

As Bentonville's parks system continues to grow, the department has relied on contract labor to supplement the mowing of park properties. Increased park use and the addition of new parklands have necessitated strategies to efficiently manage workload without significantly increasing full-time staffing levels.

The previous contract for mowing park properties expired in 2024, prompting the department to issue a new Invitation for Bid (IFB) in 2025 to continue this essential service. The scope of work under the new contract includes weekly mowing of park properties, aligning with the department's overall park, trail, and green space maintenance schedule. Contracting these routine mowing tasks enables the department's staff to focus on maintaining high-profile parks and high-maintenance athletic fields.

The department recommends approving the award of Bid IFB-24-92 to Brightview Landscape Services, Inc. This partnership will ensure the continued maintenance of city parks and green spaces while allowing staff to prioritize areas requiring specialized care.

20 Locations were selected: Park Springs Park, Back of Park Springs, North Bentonville Trail "Slaughter Pen Phase 1", Slaughter Pen Bike Park, Old Tiger Track, Bark Park/Bike Park, North Walton Trail, Enfield Park, Lawrence Plaza and Trail, Town Branch Park and Trail, Durham Park, Gilmore Park and Trail, NE A St Park, Austin Baggett Park, Train Station

Park and Trail, Dave Peel Park, Lake Bentonville Park, Two Cities Trail, Merchants Park, and Wildwood Park.

If you have any questions regarding this item, please let me know. Please call me at 271-3190, or email: smendenhall@bentonvillear.com.



CITY OF BENTONVILLE, ARKANSAS PURCHASING DEPARTMENT

FORMAL SEALED BID TABULATION

Date of Bid Opening:	12/12/24	Time of Bid Opening:	1:00:00 PM CST	IFB-24-92
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Solicitation Title: Parks Mowing Services

Line Item	Approximate Acreage, Mileage or Feet	Description Park Or Trail Name and Address	Bidders:	Titan Lawn & Landscape	Caywood Lawn and Landscaping	Martel's Landscaping and Fencing	BrightView Landscape Services, Inc.
			DMC & Landscaping, LLC	Price Per Weekly Mow/Cycle (Unit Price) **Includes Tax**	Price Per Weekly Mow/Cycle (Unit Price) **Includes Tax**	Price Per Weekly Mow/Cycle (Unit Price) **Includes Tax**	Price Per Weekly Mow/Cycle (Unit Price) **Includes Tax**
1	1.9 ACRES	Park Springs Park 300 NW 10th St	\$165.00	\$172.46	Bid submission was deemed invalid due to failure to include a signed and notarized Non-Collusion Affidavit resulted in the bid submission being rejected.	\$219.00	\$130.78
2	1 ACRE	Back of Park Springs 301 Tiger Blvd	\$85.00	\$86.23		\$136.88	\$130.78
3	0.25 MILE	Wishing Springs Trail "Mid Wishing" US HWY 71/49 Interchange	\$128.00	\$172.46		\$82.13	\$130.78
4	0.5 MILE	North Bentonville Trail "New Wishing" 2898 NW A St	\$185.00	\$191.63		\$164.25	\$130.78
5	1 MILE	North Bentonville Trail "Slaughter Pen Phase 1" 2898 NW A St	\$420.00	\$273.75		\$197.10	\$196.14
6	12 ACRES	Slaughter Pen Bike Park 2898 NW A St	\$1,020.00	\$821.25		\$985.50	\$697.36
7	5.33 ACRES	Old Tiger Track 517 Tiger Blvd	\$450.00	\$287.44		\$465.38	\$283.32
8	4.3 ACRES	Bark Park/Bike Park 2400 N Walton Blvd	\$365.00	\$547.50		\$410.63	\$261.51
9	0.65 MILE	North Walton Trail 2400 N Walton Blvd	\$295.00	\$136.88		\$197.10	\$130.78
10	0.88 MILE	North Walton Trail (South End) 1401 N Walton Blvd	\$400.00	\$136.88		\$197.10	\$196.14
11	1.52 ACRES	Enfield Park 1205 NE Waverly Way	\$130.00	\$172.46		\$197.10	\$130.78
12	0.18 MILE	Lawrence Plaza and Trail 215 NE A St	\$85.00	\$114.98		\$136.88	\$130.78
13	1.25 ACRES	Town Branch Park and Trail 401 SE 2nd St	\$100.00	\$172.46		\$164.25	\$152.56
14	0.71 ACRE	Durham Park 913 Durham Place	\$60.00	\$114.98		\$136.88	\$130.78
15	1.72 ACRES	Gilmore Park and Trail 501 SW D St	\$145.00	\$229.95		\$141.63	\$130.78
16	0.82 ACRE	NE A St Park 906 NE A St	\$75.00	\$143.72		\$136.88	\$130.78
17	1.43 ACRES	Austin Baggett Park 601 SE D St	\$100.00	\$172.46		\$164.25	\$130.78
18	1.43 ACRES	Train Station Park and Trail 400 S Main St	\$100.00	\$114.98		\$164.25	\$152.56
19	1.75 ACRES	Dave Peel Park 206 E Central Ave	\$140.00	\$172.46		\$164.25	\$174.33
20	4 ACRES	Lake Bentonville Park 2100 SW I St	\$320.00	\$344.93		\$394.20	\$348.70
21	1.5 MILES	Two Cities Trail 801 SW I St	\$525.00	\$273.75		\$306.60	\$217.95
22	5.26 ACRES	Merchants Park 201 Elm Tree Rd	\$420.00	\$402.11		\$438.00	\$174.33
23	1.62 ACRES	Wildwood Park 3800 SW Bright Rd	\$100.00	\$172.46		\$197.10	\$143.83
Total Bid Price			\$5,813.00	\$5,428.18	\$5,797.34	\$4,437.31	

purchasing@bentonville.com - (479) 271-3115

TABULATION VERIFICATION



RESOLUTION NO. _____

A RESOLUTION AWARDING BID IFB-24-92 TO BRIGHTVIEW LANDSCAPE SERVICES, INC., FOR PARKS AND RECREATION YEARLY MOWING SERVICES, AT A WEEKLY RATE OF THREE THOUSAND NINE HUNDRED SEVENTY-NINE DOLLARS AND SIXTY-ONE CENTS (\$3,979.61), NOT TO EXCEED IN TOTAL ONE HUNDRED NINETEEN THOUSAND THREE HUNDRED EIGHTY-EIGHT DOLLARS (\$119,388.00); AND FOR OTHER PURPOSES.

WHEREAS, the Bentonville Parks and Recreation department requires mowing services for various city park properties;

WHEREAS, Brightview Landscape Services is the lowest qualified bidder for bid IFB-24-92; and

WHEREAS, this is a budgeted item.

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

Section 1: The Mayor and City Clerk are authorized to enter into a contract with Brightview Landscape Services, for parks mowing services, in a total amount not to exceed one hundred nineteen thousand three hundred eighty-eight dollars (\$119,388.00);

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

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2025.

APPROVED:

STEPHANIE ORMAN, Mayor

ATTEST:

MALORIE MARRS, City Clerk



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:		Submitted By:	
Phone:		For Department(s):	
Email:			

Item Type (Check all that apply)

<input type="checkbox"/> Informational	<input type="checkbox"/> Bid Award	<input type="checkbox"/> Enter into an Agreement	<input type="checkbox"/> Change Order
<input type="checkbox"/> Recognizing Funds	<input type="checkbox"/> Budget Adjustment	<input type="checkbox"/> Waiver of Bid	<input type="checkbox"/> Emergency Clause
Ordinance	Resolution	Informational	

Title, Recommendation & Justification

Title:	
Action Recommendation & Justification:	
Additional Comments for Consideration (Optional):	

Amount for Approval:	\$
-----------------------------	----

Budget Impact

Is this Item Budgeted? YES NO ITEM HAS NO COST OTHER: _____

Budget Adjustment (to be completed by Finance when applicable)

Account Number (ORG-OBJECT)	Account Description	\$	\$
		Expense	Revenue
		\$	\$
		Expense	Revenue
		\$	\$
		Expense	Revenue
		\$	\$
		Expense	Revenue

Fund(s) Impacted

(check all that apply)

General Fund **Utility Fund** **Street Fund** **Other(s):** _____

Budget Impact Notes for Consideration (Optional):

AIA® Document A133® – 2019 Exhibit A

Guaranteed Maximum Price Amendment

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

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

Bentonville Parks Maintenance Building
401 NE Moberly Lane
Bentonville AR 72712

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

City of Bentonville
305 SW A Street
Bentonville, AR 72712
Client Representative: Scott Mendenhall

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

Crossland Construction Co., Inc.
1800 S. 52nd Street, Suite 410
Rogers, AR 72758

TABLE OF ARTICLES

- A.1 GUARANTEED MAXIMUM PRICE**
- A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED**
- A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS**

ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

ADDITIONS AND DELETIONS:

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

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

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

Init.

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User Notes:

(1835694137)

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Six Million Four Hundred Five Thousand One Hundred Ninety Five Dollars and Zero Cents (\$ 6,405,195.00), subject to additions and deductions by Change Order as provided in the Contract Documents.

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

Reference:

Exhibit B – Insurance and Bonds

Exhibit C – Scope Proposal

Exhibit D – Itemized Statement of the GMP

Exhibit E – General Conditions Staffing Matrix and Project Requirements

Exhibit F – Plan Sheet Index

Exhibit G – Specifications Table of Contents

Exhibit H – CM Bid Manual and CM Bid Clarifications

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

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

§ A.1.1.5 **Alternates**

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

Item	Price
1. Varco Pruden Metal Panels in lieu of specified Morin Metal Panels.	Included in GMP
2. 850sqft Greenhouse Addition	Included in GMP
3. New Convault 1000 gallon split tank fuel containment unit.	Included in GMP

Init.

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

Item	Price	Conditions for Acceptance
NA		

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

Item	Units and Limitations	Price per Unit (\$0.00)
Trench Rock Excavation – Offsite Disposal	CY	\$350.00
Mass Rock Excavation – Offsite Disposal	CY	\$265.00
Excavate & Remove Unsuitable Soils	CY	\$16.00
Provide, Place and Compact Engineered Fill	CY	\$22.00
Provide, Place and Compact Stone Fill	CY	\$35.00
Provide, Place and Compact Flowable Fill	CY	\$135.00

ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ A.2.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

- The date of execution of this Amendment.
- Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

Following execution of this agreement, receipt of all approved city permits and successful pre-construction meeting held with the city.

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

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

§ A.2.3 Substantial Completion

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

- Not later than Three Hundred Thirty Five (335) calendar days from the date of commencement of the Work.
- By the following date:

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

Portion of Work	Substantial Completion Date
NA	

Init.

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

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

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

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

Document	Title	Date	Pages
1.	CM Bidder's Manual	11/26/2024	
2.	CM Bidder's Manual REV 02	12/9/2024	
3.	CM Bidder's Manual REV 03	12/13/2024	
4.	GTS Geotechnical Engineering Report	1/19/2023	
5.	Addendum #1	12/12/2024	

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

Reference Exhibit G - Specifications

Section	Title	Date	Pages
---------	-------	------	-------

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

Reference Exhibit F - Plans

Number	Title	Date
--------	-------	------

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

Title	Date	Pages
NA		

Other identifying information:

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

Item	Price
1. Location of Existing Gas Meter	\$6,500
2. Hardware & Building Plaque	\$5,000
3. Sealed Concrete (delta to 2 nd bidder	

if sample is inadequate)	\$10,000
4. BEUD Street Light Electrical and Pole Bases (Need more clarification from BEUD)	\$20,000
5. Additional Undercut & Import of Select Fill for Unsuitable Soils	\$50,000
6. Asphalt Patching at Moberly	\$7,500
7. Construction Contingency	\$104,734
8. Owner Contingency	\$94,590
9. Data, Communications and Fiber (Final Scope to be coordinated and determined at a later date)	\$20,000

The Owner and Construction Manager may jointly agree to include Contractor Contingency. Contractor Contingency costs may include, but not limited to (a) trade buy-out differentials; (b) overtime or acceleration; (c) escalation of materials; (d) correction of damaged work, however caused; (e) Subcontractor defaults; or (f) those events of the General Conditions of the Contract that result in an extension of the Contract Time but do not result in an increase in the Contract Price. Contractor Contingency shall not be used for Design Errors and Omissions or Owner driven Change Order Requests. Contractor Contingency shall only be used with Owner's prior approval, which shall not be unreasonably withheld.

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

1. Reference Exhibit C – Scope Proposal
2. Reference Exhibit H – CM Bid Manual and Bidder Clarifications

A.3.1.6 Assumptions & Clarifications Continued:

5. The following are Costs Not Included in the GMP and assumed to be paid or contracted direct by the Owner.
 - a) Plan Review & Building Permit
 - b) Design Construction Administration
 - c) 3rd Party Testing and Inspections
 - d) Utility Connection Fees, Impact Fees
 - d) Owner Technology Equipment & FF&E
 - e) BEUD Primary Developer Fees
 - f) Shrubs, Trees, Bushes supply and install

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

NA

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

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:

(List name, discipline, address, and other information.)

Reference Contractors noted on Exhibit D – Itemized Statement of the GMP

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

OWNER *(Signature)*

CONSTRUCTION MANAGER *(Signature)*

(Printed name and title)

(Printed name and title)

Init.

Additions and Deletions Report for AIA® Document A133® – 2019 Exhibit A

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 10:34:42 ET on 01/31/2025.

PAGE 1

This Amendment dated the Eleventh day of February in the year Twenty Twenty-Five, is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the Twenty-Third day of May in the year Twenty Twenty-Three (the "Agreement")

...

(Name and address or location)

Bentonville Parks Maintenance Building
401 NE Moberly Lane
Bentonville AR 72712

...

City of Bentonville
305 SW A Street
Bentonville, AR 72712
Client Representative: Scott Mendenhall

...

Crossland Construction Co., Inc.
1800 S. 52nd Street, Suite 410
Rogers, AR 72758
PAGE 2

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Six Million Four Hundred Five six Thousand One Hundred Ninety Five Dollars and Zero Cents (\$ 6,405,195.00), subject to additions and deductions by Change Order as provided in the Contract Documents.

...

Reference:

Exhibit B – Insurance and Bonds

Exhibit C – Scope Proposal

Exhibit D – Itemized Statement of the GMP

Exhibit E – General Conditions Staffing Matrix and Project Requirements

Exhibit F – Plan Sheet Index

Exhibit G – Specifications Table of Contents

Exhibit H – CM Bid Manual and CM Bid Clarifications

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User Notes:

...

- 1. 1. Varco Pruden Metal Panels in lieu of specified Morin Metal Panels. Included in GMP
- 2. 850sqft Greenhouse Addition Included in GMP
- 3. New Convault 1000 gallon split tank fuel containment unit. Included in GMP
- 4. _____

PAGE 3

NA

...

	<u>CY</u>	<u>\$350.00</u>
<u>Trench Rock Excavation – Offsite Disposal</u>	<u>CY</u>	<u>\$265.00</u>
<u>Mass Rock Excavation – Offsite Disposal</u>	<u>CY</u>	<u>\$16.00</u>
<u>Excavate & Remove Unsuitable Soils</u>	<u>CY</u>	<u>\$22.00</u>
<u>Provide, Place and Compact Engineered Fill</u>	<u>CY</u>	<u>\$35.00</u>
<u>Provide, Place and Compact Stone Fill</u>	<u>CY</u>	<u>\$135.00</u>
<u>Provide, Place and Compact Flowable Fill</u>		

...

[] Established as follows:

...

Following execution of this agreement, receipt of all approved city permits and successful pre-construction meeting held with the city.

...

[] Not later than Three Hundred Thirty Five (335) calendar days from the date of commencement of the Work.

...

NA

PAGE 4

<u>1.</u>	<u>CM Bidder's Manual</u>	<u>11/26/2024</u>
<u>2.</u>	<u>CM Bidder's Manual REV 02</u>	<u>12/9/2024</u>
<u>3.</u>	<u>CM Bidder's Manual REV 03</u>	<u>12/13/2024</u>
<u>4.</u>	<u>GTS Geotechnical Engineering Report</u>	<u>1/19/2023</u>
<u>5.</u>	<u>Addendum #1</u>	<u>12/12/2024</u>

...

Reference Exhibit G - Specifications

...

Reference Exhibit F - Plans

...

NA

...

<u>1.</u>	<u>Location of Existing Gas Meter</u>	<u>6,500</u>
<u>2.</u>	<u>Hardware & Building Plaque</u>	
<u>3.</u>	<u>Sealed Concrete (delta to 2nd bidder if sample is inadequate)</u>	<u>\$5,000</u>
<u>4.</u>	<u>BEUD Street Light Electrical and Pole Bases (Need more clarification from BEUD)</u>	<u>\$10,000</u>
<u>5.</u>	<u>Additional Undercut & Import of Select Fill for Unsuitable Soils</u>	<u>\$20,000</u>
<u>6.</u>	<u>Asphalt Patching at Moberly</u>	
<u>7.</u>	<u>Construction Contingency</u>	
<u>8.</u>	<u>Owner Contingency</u>	<u>\$50,000</u>
<u>9.</u>	<u>Data, Communications and Fiber (Final Scope to be coordinated and determined at a later date)</u>	<u>\$7,500</u> <u>\$104,734</u>
		<u>\$94,590</u>

\$20,000

The Owner and Construction Manager may jointly agree to include Contractor Contingency. Contractor Contingency costs may include, but not limited to (a) trade buy-out differentials; (b) overtime or acceleration; (c) escalation of materials; (d) correction of damaged work, however caused; (e) Subcontractor defaults; or (f) those events of the General Conditions of the Contract that result in an extension of the Contract Time but do not result in an increase in the Contract Price. Contractor Contingency shall not be used for Design Errors and Omissions or Owner driven Change Order Requests. Contractor Contingency shall only be used with Owner's prior approval, which shall not be unreasonably withheld.

PAGE 5

1. Reference Exhibit C – Scope Proposal
2. Reference Exhibit H – CM Bid Manual and Bidder Clarifications

A.3.1.6 Assumptions & Clarifications Continued:

5. The following are Costs Not Included in the GMP and assumed to be paid or contracted direct by the Owner.
 - a) Plan Review & Building Permit
 - b) Design Construction Administration
 - c) 3rd Party Testing and Inspections
 - d) Utility Connection Fees, Impact Fees
 - d) Owner Technology Equipment & FF&E
 - e) BEUD Primary Developer Fees
 - f) Shrubs, Trees, Bushes supply and install

PAGE 6

NA

...

Reference Contractors noted on Exhibit D – Itemized Statement of the GMP

Certification of Document's Authenticity
AIA® Document D401™ – 2003

I, Jason D. Miller, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 10:34:42 ET on 01/31/2025 under Order No. 2114490548 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2019 Exhibit A, Guaranteed Maximum Price Amendment, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

AIA® Document A133® – 2019 Exhibit B

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Construction Manager, dated the Twelfth day of February in the year Twenty-Twenty-Five r
(In words, indicate day, month and year.)

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

Bentonville Parks Maintenance Building
401 NE Moberly Lane
Bentonville AR 72712

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

City of Bentonville
305 SW A Street
Bentonville, AR 72712
Client Representative: Scott Mendenhall

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

Crossland Construction Co., Inc.
1800 S. 52nd Street, Suite 410
Rogers, AR 72758

TABLE OF ARTICLES

- B.1 GENERAL**
- B.2 OWNER'S INSURANCE**
- B.3 CONSTRUCTION MANAGER'S INSURANCE AND BONDS**
- B.4 SPECIAL TERMS AND CONDITIONS**

ARTICLE B.1 GENERAL

The Owner and Construction Manager shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™–2017, General Conditions of the Contract for Construction.

ARTICLE B.2 OWNER'S INSURANCE

§ B.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article B.2 and, upon the Construction Manager's request, provide a copy of the property insurance policy or policies required by

ADDITIONS AND DELETIONS:

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

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

This document is intended to be used in conjunction with AIA Document A201™–2017, General Conditions of the Contract for Construction. Article 11 of A201™–2017 contains additional insurance provisions.

Init.

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User Notes:

(1884958577)

1

Section B.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

§ B.2.2 Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

§ B.2.3 Required Property Insurance

§ B.2.3.1 Unless this obligation is placed on the Construction Manager pursuant to Section B.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section B.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Construction Manager, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ B.2.3.1.1 Causes of Loss. The insurance required by this Section B.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:

(Indicate below the cause of loss and any applicable sub-limit.)

Cause of Loss	Sub-Limit
N/A	N/A

§ B.2.3.1.2 Specific Required Coverages. The insurance required by this Section B.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Construction Manager's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:

(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)

Coverage	Sub-Limit
N/A	N/A

§ B.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section B.2.3.1 or, if necessary, replace the insurance policy required under Section B.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

§ B.2.3.1.4 Deductibles and Self-Insured Retentions. If the insurance required by this Section B.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ B.2.3.2 Occupancy or Use Prior to Substantial Completion. The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section B.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Construction Manager shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

§ B.2.3.3 Insurance for Existing Structures

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of

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the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section B.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ B.2.4 Optional Extended Property Insurance.

The Owner shall purchase and maintain the insurance selected and described below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

- § B.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.

5% of contract value (if applicable)

- § B.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.

N/A (included in Construction Manager's Policy)

- § B.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.

N/A (included in Construction Manager's Policy)

- § B.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.

N/A (included in Construction Manager's Policy)

- § B.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.

N/A (included in Construction Manager's Policy)

- § B.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.

N/A (included in Construction Manager's Policy)

- § B.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

N/A (included in Construction Manager's Policy, 5%)

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§ B.2.5 Other Optional Insurance.

The Owner shall purchase and maintain the insurance selected below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

- § B.2.5.1 Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information. *(Indicate applicable limits of coverage or other conditions in the fill point below.)*

N/A

- § B.2.5.2 Other Insurance**
(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage	Limits
N/A	N/A

ARTICLE B.3 CONSTRUCTION MANAGER'S INSURANCE AND BONDS

§ B.3.1 General

§ B.3.1.1 Certificates of Insurance. The Construction Manager shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article B.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section B.3.2.1 and Section B.3.3.1. The certificates will show the Owner as an additional insured on the Construction Manager's Commercial General Liability and excess or umbrella liability policy or policies.

§ B.3.1.2 RESERVED

§ B.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Construction Manager's negligent acts or omissions during the Construction Manager's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

§ B.3.2 Construction Manager's Required Insurance Coverage

§ B.3.2.1 The Construction Manager shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Construction Manager shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below: *(If the Construction Manager is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)*

§ B.3.2.2 Commercial General Liability

§ B.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than TWO MILLION DOLLARS (\$ 2,000,000.00) each occurrence, FOUR MILLION DOLLARS (\$ 4,000,000.00) general aggregate, and FOUR MILLION DOLLARS (\$ 4,000,000.00) aggregate for products-completed operations hazard, providing coverage for claims including

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- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Construction Manager's indemnity obligations under Section 3.18 of the General Conditions.

§ B.3.2.2.2 The Construction Manager's Commercial General Liability policy under this Section B.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- .2 Claims for property damage to the Construction Manager's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- .3 Claims for bodily injury other than to employees of the insured.
- .4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
- .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- .7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
- .8 Claims related to roofing, if the Work involves roofing.
- .9 RESERVED.
- .10 Claims related to earth subsidence or movement, where the Work involves such hazards.
- .11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ B.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager, with policy limits of not less than TWO MILLION DOLLARS (\$ 2,000,000.00) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

§ B.3.2.4 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section B.3.2.2 and B.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ B.3.2.5 Workers' Compensation at statutory limits.

§ B.3.2.6 Employers' Liability with policy limits not less than TWO MILLION DOLLARS (\$ 2,000,000.00) each accident, TWO MILLION DOLLARS (\$ 2,000,000.00) each employee, and TWO MILLION DOLLARS (\$ 2,000,000.00) policy limit.

§ B.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

§ B.3.2.8 If the Construction Manager is required to furnish professional services as part of the Work, the Construction Manager shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than FIVE MILLION DOLLARS (\$ 5,000,000.00) per claim and FIVE MILLION DOLLARS (\$ 5,000,000.00) in the aggregate.

§ **B.3.2.9** If the Work involves the transport, dissemination, use, or release of pollutants, the Construction Manager shall procure Pollution Liability insurance, with policy limits of not less than FIVE MILLION DOLLARS (\$ 5,000,000.00) per claim and FIVE MILLION DOLLARS (\$ 5,000,000.00) in the aggregate.

§ **B.3.2.10** Coverage under Sections B.3.2.8 and B.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than FIVE MILLION DOLLARS (\$ 5,000,000.00) per claim and FIVE MILLION DOLLARS (\$ 5,000,000.00) in the aggregate.

§ **B.3.2.11** Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than N/A (\$ N/A) per claim and N/A (\$ N/A) in the aggregate.

§ **B.3.2.12** Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than ONE MILLION DOLLARS (\$ 1,000,000.00) per claim and ONE MILLION DOLLARS (\$ 1,000,000.00) in the aggregate.

§ B.3.3 Construction Manager's Other Insurance Coverage

§ **B.3.3.1** Insurance selected and described in this Section B.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Construction Manager shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Construction Manager is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)

N/A

§ **B.3.3.2** The Construction Manager shall purchase and maintain the following types and limits of insurance in accordance with Section B.3.3.1.

(Select the types of insurance the Construction Manager is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

- § **B.3.3.2.1** Property insurance of the same type and scope satisfying the requirements identified in Section B.2.3, which, if selected in this Section B.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section B.2.3.1.3 and Section B.2.3.3. The Construction Manager shall comply with all obligations of the Owner under Section B.2.3 except to the extent provided below. The Construction Manager shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Construction Manager shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:

(Where the Construction Manager's obligation to provide property insurance differs from the Owner's obligations as described under Section B.2.3, indicate such differences in the space below.

Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)

- § **B.3.3.2.2 Railroad Protective Liability Insurance**, with policy limits of not less than (\$) per claim and (\$) in the aggregate, for Work within fifty (50) feet of railroad property.

- § **B.3.3.2.3 Asbestos Abatement Liability Insurance**, with policy limits of not less than (\$) per claim and (\$) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

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[**INCLUDED IN BUILDERS RISK**] § **B.3.3.2.4** Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.

[] § **B.3.3.2.5** Property insurance on an "all-risks" completed value form, covering property owned by the Construction Manager and used on the Project, including scaffolding and other equipment.

[**N/A**] § **B.3.3.2.6 Other Insurance**
(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Coverage	Limits
----------	--------

§ B.3.4 Performance Bond and Payment Bond

The Construction Manager shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:
(Specify type and penal sum of bonds.)

Type	Penal Sum (\$0.00)
Payment Bond	Equivalent to GMP Amount
Performance Bond	Equivalent to GMP Amount

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

ARTICLE B.4 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

Additions and Deletions Report for AIA® Document A133® – 2019 Exhibit B

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 17:04:51 ET on 01/24/2025.

PAGE 1

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Construction Manager, dated the Twelfth day of February in the year Twenty-Twenty-Five

...

(Name and location or address)

Bentonville Parks Maintenance Building
401 NE Moberly Lane
Bentonville AR 72712

...

City of Bentonville
305 SW A Street
Bentonville, AR 72712
Client Representative: Scott Mendenhall

...

Crossland Construction Co., Inc.
1800 S. 52nd Street, Suite 410
Rogers, AR 72758

PAGE 2

N/A

N/A

...

N/A

N/A

PAGE 3

5% of contract value (if applicable)

...

N/A (included in Construction Manager's Policy)

...

N/A (included in Construction Manager's Policy)

...

N/A (included in Construction Manager's Policy)

...

N/A (included in Construction Manager's Policy)

...

N/A (included in Construction Manager's Policy)

...

N/A (included in Construction Manager's Policy, 5%)

PAGE 4

N/A

...

N/A

N/A

...

~~§ B.3.1.2 Deductibles and Self-Insured Retentions. The Construction Manager shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Construction Manager.~~
RESERVED

...

§ B.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than TWO MILLION DOLLARS (\$ 2,000,000.00) each occurrence, FOUR MILLION DOLLARS (\$ 4,000,000.00) general aggregate, and FOUR MILLION DOLLARS (\$ 4,000,000.00) aggregate for products-completed operations hazard, providing coverage for claims including

PAGE 5

~~.9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.~~
RESERVED.

...

§ B.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager, with policy limits of not less than TWO MILLION DOLLARS (\$ 2,000,000.00) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

...

§ B.3.2.6 Employers' Liability with policy limits not less than TWO MILLION DOLLARS (\$ 2,000,000.00) each accident, TWO MILLION DOLLARS (\$ 2,000,000.00) each employee, and TWO MILLION DOLLARS (\$ 2,000,000.00) policy limit.

...

§ B.3.2.8 If the Construction Manager is required to furnish professional services as part of the Work, the Construction Manager shall procure Professional Liability insurance covering performance of the professional services, with policy

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limits of not less than FIVE MILLION DOLLARS (\$ 5,000,000.00) per claim and FIVE MILLION DOLLARS (\$ 5,000,000.00) in the aggregate.

§ **B.3.2.9** If the Work involves the transport, dissemination, use, or release of pollutants, the Construction Manager shall procure Pollution Liability insurance, with policy limits of not less than FIVE MILLION DOLLARS (\$ 5,000,000.00) per claim and FIVE MILLION DOLLARS (\$ 5,000,000.00) in the aggregate.

§ **B.3.2.10** Coverage under Sections B.3.2.8 and B.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than FIVE MILLION DOLLARS (\$ 5,000,000.00) per claim and FIVE MILLION DOLLARS (\$ 5,000,000.00) in the aggregate.

§ **B.3.2.11** Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than N/A (\$ N/A) per claim and N/A (\$ N/A) in the aggregate.

§ **B.3.2.12** Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than ONE MILLION DOLLARS (\$ 1,000,000.00) per claim and ONE MILLION DOLLARS (\$ 1,000,000.00) in the aggregate.

PAGE 6

N/A

...

§ **B.3.3.2.1** Property insurance of the same type and scope satisfying the requirements identified in Section B.2.3, which, if selected in this Section B.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section B.2.3.1.3 and Section B.2.3.3. The Construction Manager shall comply with all obligations of the Owner under Section B.2.3 except to the extent provided below. The Construction Manager shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Construction Manager shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:

...

§ **B.3.3.2.2 Railroad Protective Liability Insurance**, with policy limits of not less than (\$) per claim and (\$) in the aggregate, for Work within fifty (50) feet of railroad property.

§ **B.3.3.2.3 Asbestos Abatement Liability Insurance**, with policy limits of not less than (\$) per claim and (\$) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

§ **B.3.3.2.4** Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.

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§ **B.3.3.2.6 Other Insurance**

...

Payment Bond

Equivalent to GMP Amount

Performance Bond

Equivalent to GMP Amount

Exhibit C – GMP Amendment Scope Proposal

Date: February 11th, 2025

Project Proposal: Bentonville Parks Maintenance Building
CCC Project #: 25AR02

Location: 401 NE Moberly Lane Bentonville, Arkansas 72712

Crossland Construction Company, Inc. is pleased to provide this GMP proposal for your consideration. This proposal below is based on the 100% Construction Documents by Hight Jackson Associates Issue Date 11/08/2024 and revised thru Addendum 1.

Guaranteed Maximum Price **\$6,405,195.00**

The following is a list of Attachments to A133-Exhibit A to further define the Guaranteed Maximum Price:

- Exhibit B – AIA Insurance and Bonds Document
- Exhibit C – Scope Proposal (current document)
- Exhibit D – Itemized Statement of the GMP
- Exhibit E – General Conditions Staffing Matrix & Project Requirements
- Exhibit F – Plans Sheet Index
- Exhibit G – Specifications Table of Contents
- Exhibit H – CM Bid Manual and CM Bid Clarifications

EXHIBIT C – Continued on next page

Contract Exhibit C - Scope Proposal (continued)

The following are Contingency and Allowances of the GMP:

Contingency:

- a. Construction Contingency of \$104,734 Included.
- b. Owner Contingency of \$94,270 Included.

Allowances:

- a. Location of Existing Gas Meter: \$6,500 Included
- b. Hardware & Building Plaque: \$5,000 Included.
- c. Sealed Concrete (Delta to 2nd Bidder if sample is inadequate): \$10,000 Included.
- d. BEUD Street Lights Power and Pole Bases (Need more clarification from BEUD. Poles Provided by City): \$20,000 Included.
- e. Additional Undercut & Import of Select Fill for Unsuitable Soils: \$50,000 Included.
- f. Asphalt Patching at Moberly: \$7,500 Included.
- g. Data, Communications and Fiber: \$20,000 Included. Final Scope to be determined in coordination with City IT.

Owner Allowances (Not Included in GMP):

- a. The following Owner Contracts and Owner Allowances were figured in the overall Project Cost, however Not Included in the GMP.
 - i. Owner Technology Equipment and FF&E
 - ii. Architectural & Design Construction Administration
 - iii. Plan Review, Building Permit and Impact Fees
 - iv. 3rd Party Testing and Inspections
 - v. BEUD Primary – Developer Fees
 - vi. Dumpster Storage & Trash Compactor
 - vii. Mower & Vehicle Lift
 - viii. All signage not specified in the contract documents
 - ix. Plants, Shrubs & Trees (Supply and Install)

EXHIBIT C – Continued on next page

Contract Exhibit C - Scope Proposal (continued)

The Following are list of Clarifications and Assumptions included in this Proposal:

01 General:

- a. Insurance & Builders Risk are Included
- b. Performance and Payment Bonds are Included
- c. General Conditions and Project Requirements are considered lump sum and shall be billed equal to percentage complete with the project.

Crossland Construction Company Inc. looks forward to working on this project and we understand the importance of a strong owner-contractor relationship. Feel free to call any time to discuss this proposal; we are ready to be of service.

Sincerely,

Jason Miller
V.P. – Arkansas Division Manager
Crossland Construction Company, Inc.
479.531.3342
jmiller@crossland.com

Construction Document Pricing

Project: Bentonville Parks Maintenance Facility
Date: January 31, 2025



Trade Package #	Trade Package Description	Current \$/SF 18,072	100% Construction Document Pricing 1/24/2025
BUILDING PACKAGE			
01A	Final Clean & Site Clean	\$ 0.33	\$ 6,000
02A	Building & Structure Demolition	\$ -	Included in 31A
03A	Cast In Place Concrete	\$ 28.47	\$ 514,491
04A	Masonry	\$ 17.00	\$ 307,150
05A	Structural Steel & Misc. Metals	\$ 3.68	\$ 66,500
06A	Architectural Millwork	\$ 0.94	\$ 17,038
06B	Rough Carpentry	\$ 1.26	\$ 22,740
07B	Joint Sealants & Waterproofing	\$ 1.80	\$ 32,500
07C	Morin Metal Panels	\$ -	\$ -
08A	Doors, Frames & Hardware	\$ 3.83	\$ 69,283
08C	Glass & Glazing/Storefront	\$ 3.86	\$ 69,835
08D	Overhead Doors	\$ 9.38	\$ 169,456
09A	Gypsum Assemblies, Ceilings & Plywood	\$ 9.53	\$ 172,210
09B	Flooring & Wall Tile	\$ 1.29	\$ 23,297
09C	Painting & Coatings	\$ 4.68	\$ 84,637
09D	Epoxy Flooring	\$ 0.89	\$ 16,170
10A	Specialties	\$ 5.86	\$ 105,914
10B	Signage	\$ 0.11	\$ 2,000
10C	Lockers Supply & Install	\$ -	By Owner
10D	Aluminum Canopies	\$ 1.30	\$ 23,500
12A	Window Treatments	\$ 0.28	\$ 5,150
13A	PEMB Supply, Installation & Insulation	\$ 43.35	\$ 783,388
13B	Assemble Existing Green House & Wash Bay Construction	\$ 7.80	\$ 140,883
21A	Fire Suppression	\$ 8.80	\$ 159,043
22A	Plumbing	\$ 10.86	\$ 196,349
23A	HVAC	\$ 11.55	\$ 208,660
26A	Electrical, Light Fixtures, Access Control & Fire Alarm	\$ 23.88	\$ 431,494
27A	Data, Communication, & Fiber ALLOWANCE	\$ 1.11	\$ 20,000
27B	Structured Cabling	\$ -	Included in 26A
2%	CM Contingency	\$ 4.04	\$ 72,954
SUBTOTAL DIRECT BUILDING COSTS		\$ 205.88	\$ 3,720,642
SITE PACKAGE			
31A	Earthwork & Erosion Control	\$ 74.00	\$ 1,337,252
32A	Site Concrete	\$ -	Included in 31A
32B	Asphalt Paving & Striping	\$ 0.61	\$ 11,000
32C	Fencing	\$ 8.95	\$ 161,779
32D	Landscape & Irrigation	\$ 5.48	\$ 98,980
33A	Site Utilities	\$ -	Included in 31A
33B	Storm Sewer & Drainage	\$ -	Included in 31A
2%	CM Contingency	\$ 1.78	\$ 32,180
SUBTOTAL DIRECT SITE COSTS		\$ 90.81	\$ 1,641,191
SUBTOTAL DIRECT COSTS		\$ 296.69	\$ 5,361,833
	General Conditions	\$ 21.19	\$ 382,880
	Project Requirements	\$ 14.61	\$ 263,947
	Owner Contingency	\$ 5.23	\$ 94,590
	Locate Existing Gas Meter ALLOWANCE	\$ 0.36	\$ 6,500
0.66%	Insurance	\$ 2.23	\$ 40,324
0.87%	Bonding	\$ -	\$ 53,506
3.25%	Construction Management Fee	\$ 11.16	\$ 201,616
GUARANTEED MAXIMUM PRICE CONSTRUCTION COST		\$ 354.43	\$ 6,405,195
	Preconstruction Phase Fee	\$ -	Included in Separate Contract (\$16,500)
Allow.	Owner Furniture, Furnishings & Equipment (FF&E)	\$ -	\$ -
	Plan Review & Building Permit		Reimbursable
	Utility Connection Fees, Impact Fees		Reimbursable
	Owner Technology Equipment	\$ -	By Owner
Allow.	3rd Party Testing & Inspections	\$ -	\$ 20,000
TOTAL ESTIMATED PROGRAM COST		\$ 355.53	\$ 6,425,195

Attached Pricing is based off the following documents:

- Bentonville Parks & Recreation Maintenance Facility Construction Set & Specifications issued by Hight Jackson Architects on 11/08/2024

EXHIBIT E

Project Requirements							
PROJECT: Bentonville Parks & Recreation Maintenance Facility		SR Project Managers		0	SR Superintendent		0
Date: 1/13/2025		Project Managers		1	Superintendents		1
		Project Engineers		1	Field Engineers		1
Construction Services	QTY	UNIT	\$/UNIT	DELIV / SETUP	\$	Cost Type	Notes for Clarity
A. STAFF PR's							
1 Vehicles & Insurance - Superintendents / FE (x Qty)	0	mo	1,250	-	\$ -	-	Included in supervision rates
2 Vehicles & Insurance - Project Managers / PE (x Qty)	0	mo	1,250	-	\$ -	-	Included in supervision rates
3 Vehicle Fuel - Superintendents / FE (x Qty)	0	mo	500	-	\$ -	-	Included in supervision rates
4 Vehicle Fuel - Project Managers / PE (x Qty)	0	mo	500	-	\$ -	-	Included in supervision rates
5 Computers & Software - Superintendents / PM's / FE's / PE's (x Qty)	0	mo	100	-	\$ -	-	Included in supervision rates
6 Cell Phones - Superintendents / PM's / FE's / PE's (x Qty)	0	mo	300	-	\$ -	-	Included in supervision rates
7 Per Diem Meals & Lodging	0	mo	-	-	\$ -	-	Included in supervision rates
B. FIELD OFFICE PR's							
1 CM Field Office - Trailer Complex	11	mo	3,330	-	\$ 36,630	-	
2 CM Field Office - Furniture & Furnishings	3	EA	1,200	-	\$ 3,600	-	
3 CM Field Office - Janitorial	11	mo	150	-	\$ 1,650	-	
4 Office Supplies	11	mo	250	-	\$ 2,750	-	
5 Printers / Plotter & Maintenance	11	mo	150	-	\$ 1,650	-	
6 Reproduction Onsite Plans Expenses	3	sets	250	-	\$ 750	-	
7 Reproduction: Record Drawings / Closeout Manuals	2	sets	250	-	\$ 500	-	
8 Postage & Expressage	1	ls	100	-	\$ 100	-	
9 Water/Ice/Coffee	11	mo	250	-	\$ 2,750	-	
10 Ceremony & Celebration Expenses	1	ls	500	-	\$ 500	-	
C. TECHNOLOGY PR's							
1 IPAD / Plangrid Subscription (x Qty)	11	mo	-	-	\$ -	-	Included in supervision rates
2 Construction Documentation: BIM360, Procore, Submittal Exch., Etc	1	ls	8,329	-	\$ 8,329	-	
3 Construction Documentation: Holobuilder, Matterport	-	ls	-	-	\$ -	-	
4 Construction Documentation: GPS Underground Surveying	-	ls	-	-	\$ -	-	Included in Layout Control Below
5 Jobsite Cameras - Oxblue, Drones, Truelook	-	ls	-	-	\$ -	-	
D. BUILDING / SITE PR							
1 General Labor - Mar'l Handling, Laydown Org., Cleanup, Gen Purp.	1	ea	3,638	-	\$ 40,013	-	1 Laborers @ \$42/hr Full Time
2 Equipment: Material Handling, Street Sweeper, Tire Power Washers & Fuel	11	mo	4,500	-	\$ 49,500	-	
3 Equipment: Interior Sweeper/Vacuums	-	-	-	-	\$ -	-	
4 Equipment: General Tool & Laborer Trailer	11	mo	375	-	\$ 4,125	-	1 Trailers
5 Equipment: Layout Control & Verification	1	ls	5,000	-	\$ 5,000	-	
6 Tools - Jobsite Radio Communications	2	ea	1,200	-	\$ 2,400	-	
6 Tools - Small Consumable Tools	1	ls	1,000	-	\$ 1,000	-	
7 Temporary Toilets	3	ea	150	-	\$ 4,950	-	
9 Signage - Project Sign, Directional Signage, Safety Signage	1	ls	2,500	-	\$ 2,500	-	Includes Temp Facility Signage
8 Safety - Contractor Security / Traffic Control & Fire	-	mo	-	-	\$ -	-	
10 Safety - Traffic Control / Street & Sidewalk Closures	11	mo	300	-	\$ 3,300	-	
11 Safety - Hardhats, Eyeglasses, Gloves	11	mo	150	-	\$ 1,650	-	
12 Safety - Jobsite Security Guards	-	-	-	-	\$ -	-	not included
13 Cleanup: Dumpsters	11	mo	2,250	-	\$ 24,750	-	3 Pulls Per Month
14 Cleanup: Weekly Materials, Trash Cans, Small Equip, Detergents, TrashChutes	11	mo	150	-	\$ 1,650	-	
15 Cleanup: Mowing / Weedeating / Snow & Ice Control	11	mo	300	-	\$ 3,300	-	Not Site Maintenance / Brush Hog non disturbed by City
E. TEMPORARY CONSTRUCTION							
1 Final Cleanup	-	-	-	-	\$ -	-	In Bid Packages
2 Temporary Construction: Offsite Contractor Parking	11	mo	350	-	\$ 3,850	-	In Bid Packages
3 Temporary Construction: Laydown/Haulroads & Maint.	11	mo	2,800	-	\$ 30,800	-	Maintenance, Repair & Removal
4 Temporary Construction: Dewatering	8	da	450	-	\$ 3,600	-	
5 Temporary Construction: Floor Protection	-	sf	-	-	\$ -	-	In Bid Packages
6 Temporary Construction: Guardrails & Safety Barriers	-	if	12	-	\$ -	-	In Bid Packages
7 Temporary Construction: Fencing & Screening	-	if	-	-	\$ -	-	No temporary site fencing included
8 Temporary Construction: Openings & Protection	1	ls	800	-	\$ 800	-	
9 Temporary Construction: Tower Crane / Buckhoist	-	-	-	-	\$ -	-	not required
10 Temporary Construction: Temp Heating & Cooling - for construction activities	-	-	-	-	\$ -	-	not required
F. UTILITIES							
1 Temp Utilities: Field Office - Electric, Water, Gas	11	mo	450	-	\$ 4,950	-	
2 Temp Utilities: Field Office - Internet	11	mo	200	-	\$ 2,200	-	
3 Temp Utilities: General Construction Activities - Electric, Water, Gas	11	mo	400	-	\$ 4,400	-	
4 Temp Utilities: Electric for Tower Crane / Buckhoists	-	-	-	-	\$ -	-	not required
5 Permanent Utilities - Electric, Water, Gas - Post Temp Occupancy	-	-	-	-	\$ -	-	Reimbursable by Owner after C of O
G. CONSULTANTS							
1 Envelope Consultant - Contractor	-	-	-	-	\$ -	-	not required
2 Scheduling Consultant - Contractor	-	-	-	-	\$ -	-	not required
3 BIM / VDC Coordinator - Contractor	-	-	-	-	\$ -	-	not required
4 3rd Party Testing & Inspections	-	-	-	-	\$ -	-	By Owner or On Estimate Cover
5 3rd Party Surveying and Staking	1	ls	10,000	-	\$ 10,000	-	Control Points and Elevations
H. PERMITTING							
1 Building Permit	-	-	-	-	\$ -	-	By Owner or on Estimate Cover
2 City Impact Fees / Utility Company Fees	-	-	-	-	\$ -	-	By Owner or on Estimate Cover
3 Operational Permits (Plumbing, Electrical)	-	-	-	-	\$ -	-	By Trades
Total Construction PRs					\$ 263,947		

General Conditions		CROSSLAND CONSTRUCTION COMPANY, INC.																	
Bentonville Parks & Recreation Maintenance Facility		1	2	3	4	5	6	7	8	9	10	11	Total Hours	Total \$					
(\$/hr)	Staff Assignments	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26			Feb-26	Mar-26	Apr-26	May-26	Jun-26
\$ 95	Sr. Project Manager																	0	\$ -
\$ 100	Project Manager	87	87	87	87	87	87	87	87	87	87	87						957	\$ 95,700.00
\$ 70	Asst. Project Manager																	0	\$ -
\$ 70	Project Engineer																	0	\$ -
\$ 100	Project Superintendent	173	173	173	173	173	173	173	173	173	173	173						1903	\$ 190,300.00
\$ 70	Asst. Superintendent																	0	\$ -
\$ 80	Field Engineer				173	173	173	173	173	173	173							1211	\$ 96,880.00
\$ 65	Safety Inspector																	0	\$ -
Total Labor in General Conditions																		4071	\$ 382,880.00

***Staff Rate include Truck, Fuel & Phone

WAGE RATE TABLE		Rogers, AR
TRADE	Rate of Pay	
CARPENTER	\$64.80	
CONCRETE FINISHER	\$71.80	
STEEL SUPER	\$73.50	
WELDER with machine & truck	\$175.00	
CRANE OPERATOR	\$68.30	
STEEL WORKER	\$59.50	
LABORER	\$54.30	
DIRT SUPER	\$105.00	
UTILITY WORKER	\$77.00	
OPERATOR	\$78.80	
MECHANIC	\$63.00	

Any work that exceeds ten hours in one day and work in excess of forty hours in one calendar week will be charged at 1.5X the rate of pay shown above. Any work performed on Sunday or a holiday will be charged at 2X the rate of pay shown above.

EXHIBIT F
A NEW MAINTENANCE FACILITY FOR
Bentonville Parks and Recreation

401 SE MOBERLY LANE, BENTONVILLE, AR 72712

Issue Date: 11/08/2024

Project No.: 2206



CIVIL ENGINEER:

CRAFTON TULL
901 N 47TH STREET
SUITE 400
ROGERS, AR 72756

STRUCTURAL ENGINEER:

ENGINEERING CONSULTANTS, INC.
101 PARKWOOD ST.
SUITE B
LOWELL, AR 72745

MECHANICAL ENGINEER:

CORE STATES GROUP
212 SE 34TH ST.
SUITE 2
BENTONVILLE, AR 72712

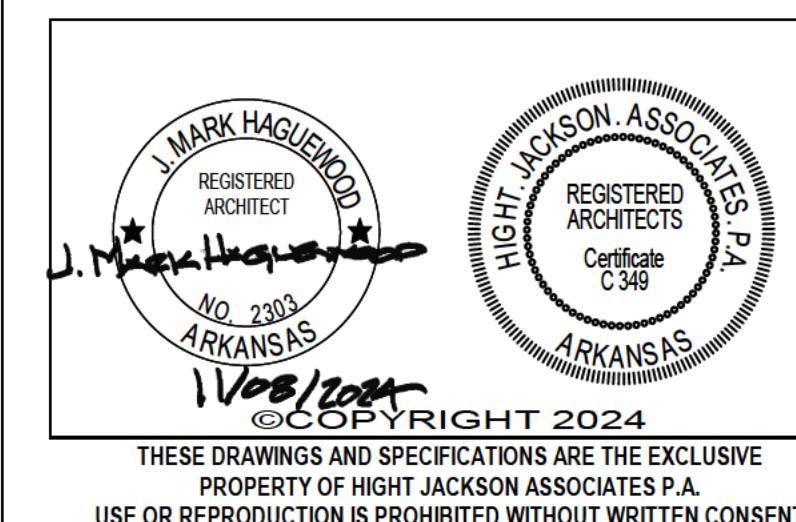
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C-003 GENERAL NOTES	S0.10 SPECIAL INSPECTION SCHEDULES
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Hight Jackson
ASSOCIATES

5201 W Village Parkway, Suite 300 | Rogers, Arkansas 72758 | (479) 464-4965 | www.hjarch.com

A QUALITY CONTROL CHECK, INCLUDING THE APPROPRIATE COORDINATION AMONG DISCIPLINES, HAS BEEN MADE ON THIS PROJECT'S DOCUMENTS, AND CORRECTIONS RELATED TO THIS CHECK HAVE BEEN MADE. THE UNDERSIGNED PRINCIPAL/OWNER STATES THAT THESE PLANS AND SPECIFICATIONS AS SUBMITTED FOR REVIEW ARE, TO THE BEST OF HIS OR HER KNOWLEDGE AND ABILITY, COMPLETE AND READY FOR REVIEW



ADD ALTERNATES:
1. 850 SQ. FT. GREENHOUSE ADDITION.

DEDUCT ALTERNATE:
1. NEW CONVAULT 1000 GAL SPLIT TANK FUEL CONTAINMENT UNIT.

ISSUE DATE: 11/08/2024

PROJECT NO.: 2206

EXHIBIT G

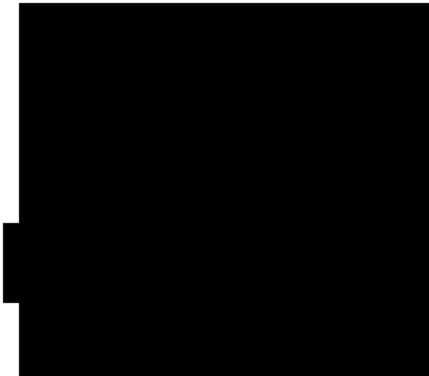
Hight**Jack**50n
ASSOCIATES

A New Maintenance Facility

Bentonville Parks & Recreation

Bentonville, Arkansas

Project No. 2206.1



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PROPOSAL FORM
GENERAL CONDITIONS
SPECIFICATIONS
FOR FURNISHING LABOR AND
MATERIALS FOR:
CONSTRUCTION OF
**A NEW MAINTENANCE FACILITY
BENTONVILLE PARKS & RECREATION
BENTONVILLE, ARKANSAS**

HIGHT JACKSON ASSOCIATES PA

ARCHITECT, A.I.A.

ROGERS, ARKANSAS

PROJECT #2206.1

NOVEMBER 4, 2024

PROJECT MANUAL FOR CONSTRUCTION OF
A NEW MAINTENANCE FACILITY
BENTONVILLE PARKS & RECREATION
BENTONVILLE, ARKANSAS

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Project Team:

Jason Miller
Division Manager

Cody McCool
Project Manager

Katherine Norman
Preconstruction

Crossland Construction
1800 S. 52nd Street, #410
Rogers, AR 72758

479.467.7077 telephone
479.464.7050 fax

www.crossland.com

Construction Manager's Bid Manual

Bentonville Parks and Recreation Maintenance Facility

**401 SE Moberly Lane,
Bentonville, AR 72712**

Issue Date: 11/26/2024

REQUEST FOR BIDS: Bentonville Parks and Recreation Maintenance Facility

Crossland Construction Company, hereinafter called the (CM) Construction Manager, will receive bids in care 1800 S. 52nd Street, Suite 410, at **2PM on Thursday, December 12th, 2024 for Bentonville Parks and Recreation Maintenance Facility.** Work includes: Final clean, building and structure demolition, cast-in-place concrete, masonry, structural steel & misc. metals, millwork, rough carpentry, joint sealants & waterproofing, metal panels, doors, frames, and hardware, glass & glazing, overhead doors, gypsum assemblies, ceilings & plywood, flooring and wall tile, paintings and coatings, epoxy flooring, specialties, signage, aluminum canopies, window treatments, PEMB and insulation supply and install, earthwork & erosion control, site concrete, asphalt paving & striping, fencing, landscape & irrigation, site utilities, storm sewer & drainage, & MEPF.

Emailed Bid(s) are due by: 2:00pm CST on Thursday, December 12th 2024 sent to knorman@crossland.com or you can deliver a copy to the Crossland Construction Office located at 1800 S. 52nd Street, Suite 410, Rogers, AR 72758.

All bids will be opened privately with the owner and architect, recorded, and studied for recommendations to the Owner.

Crossland Construction Co. & the owner reserves the right to reject any or all bids or to waive any formalities or irregularities in any bid, and to accept the bid or bids which seem most advantageous to the Owner.

They bidding documents can be accessed at the following link:

<https://crosslandconstruction.box.com/s/vsbun8dy9ocnf7rli65rlt3zr4iu2fof>

Attention to the following bid requirements:

- Complete, sign the Required Bid Form
- **Performance and Payment bonds will be required** by the lowest responsible bidder for any bid equal to or over \$100,000. Include this bond cost on your bid form where indicated.
- Bid Bonds are NOT required.
- Included in this Bidder's Manual is Crossland's insurance requirements. Please review prior to bidding.

All Pre-Bid Requests for Information are due to knorman@crossland.com no later than **Wednesday, December 4th at 2PM.** Any RFI's submitted after this deadline may not get answered prior to bidding. Please review the documents early and get these sent in.

All questions can be emailed to:

Katherine Norman knorman@crossland.com

Bentonville Parks and Recreation Maintenance Facility Bid Packages:

- 01A General Scope Requirements (Required by all Bidders)
- 01B Final Clean
- 02A Demolition
- 03A Building Concrete
- 03C Rebar and Material (Supply)
- 04A Masonry
- 05A Structural Steel and Misc. Metals (Supply and Install)
- 06A Architectural Millwork
- 07A Waterproofing and Joint Sealants
- 07C Metal Panels
- 08A Door and Hardware (Supply)
- 08B Doors, Hardware, and Specialties (Install)
- 08C Glass and Glazing
- 08D Overhead Doors
- 09A Gypsum Assemblies
- 09B Flooring and Wall Tile
- 09C Paints and Coatings
- 09D Epoxy Flooring
- 10A Specialties (Supply)
- 10D Aluminum Canopies
- 12A Window Treatments
- 13A PEMB Supply and Insulation Supply
- 13B PEMB Erection
- 21A Fire Suppression
- 22A Plumbing
- 23A HVAC
- 26A Electrical
- 31A Earthwork & SWPPP
- 32A Site Concrete
- 32B Asphalt Paving
- 32C Fencing
- 32D Striping and Parking Signage
- 32E Landscaping and Irrigation
- 33A Site Utilities



1800 S. 52nd St. • Ste. 410

Rogers, AR 72758

tel 479.464.7077

fax 479.464.7050

Construction Manager's Clarification 02

Date: December 9th, 2024

RE: BID DATE CHANGE

Project: Bentonville P&R Maintenance Facility

This clarification forms a part of the contract documents. Acknowledge receipt of this clarification in your Proposal. Failure to do so may subject bidder to disqualification.

- 1) Crossland is issuing a BID DATE CHANGE to **Thursday December 19th, 2024 at 10AM**
- 2) All Pre-Bid RFI's are due to knorman@crossland.com by no later than 10AM on December 12th, 2024. All RFI's submitted past this date and time may not get a response prior to bids being due.

Expect an additional CM clarification, with CM manual updates, along with Addendum 1 by the end of the week.



Construction Manager's Clarification 03

Date: December 13th, 2024

RE: ADDENDUM 01

Project: Bentonville P&R Maintenance Facility

1800 S. 52nd St. • Ste. 410

Rogers, AR 72758

tel 479.464.7077

fax 479.464.7050

This clarification forms a part of the contract documents. Acknowledge receipt of this clarification in your Proposal. Failure to do so may subject bidder to disqualification.

- 1) Crossland is issuing a Revisions to the Construction Managers Bid Manual
 - a. Revised Bid Package - 03A Building Concrete
 - i. Added Building Concrete Scope Clarification Document
 - b. Revised Bid Package – 09A Gypsum Assemblies
 - c. Revised Bid Package – 10A Specialties
 - d. Revised Bid Package – 10D Aluminum Canopies
 - e. Revised Bid Package – 22A Plumbing
 - f. Revised Bid Package – 26A Electrical
 - g. Revised Bid Package – 31A Earthwork & SWPPP
 - h. Revised Bid Package – 32A Site Concrete
 - i. Added Site Concrete Scope Clarification Document
 - i. Revised Bid Package – 32E Landscaping and Irrigation
 - j. Revised Bid Package – 33A Site Utilities
- 2) Updated Pre-Bid RFI Log has been issued as part of the bidding documents – Dated 12.11.2024
- 3) Addendum 01 Issued by Hight Jackson – Dated 12.12.2024

BIDS ARE DUE 12/19 at 10AM to knorman@crossland.com

ATTACHEMENTS;

- Revised Bid Packages
- Pre-Bid RFI Log (Dated 12.12.2024)
- Addendum 01

ADDENDUM NO: 01

DATE: 12.12.2024

PROJECT NAME: A New Maintenance Facility
for Bentonville Parks and RecreationHIGHT JACKSON ASSOCIATES
ROGERS, AR

PROJECT ADDRESS: 401 SE Moberly, Bentonville, AR 72712

PROJECT NO: 2206

ARCHITECTS AND PLANNERS

Contractor shall attach this and other addenda to the specifications and they shall be considered a part thereof. Where changes are required by this addendum, they shall nullify any conflicting specifications as may be affected.

SPECIFICATIONS

Item No. 1: **Refer to Specifications Section 09 67 26 Epoxy Resinous Flooring**

- a) TNEMEC Satinglaze series 285 power-tread le series 223, Everthane 248, is acceptable as an approved alternate. Please note that approval does not relieve contractor or supplier of requirements of the Drawings and Specifications.

Item No. 2: **Refer to Specifications Section 10 73 16 Aluminum Canopies**

- a) Mapes Architectural Canopies Super Lumideck is acceptable as an approved alternate. Please note that approval does not relieve contractor or supplier of requirements of the Drawings and Specifications.

Item No. 3: **Refer to Specifications Division 28:**

- a) Add Specification Section 28 13 00 Access Control, attached to this addendum. Site and building access control will be on one system.

CIVIL

Item No. 1: **Refer to Revised Civil Sheet C-503, Round Light Foundation attached to this Addendum:**

- a) Pier foundation to be 6'-0" deep from grade and 18" in diameter.

Item No. 2: **Refer to Civil Sheet C-107 and A1.0, Paving Legend, Clarification:**

- a) All heavy duty site concrete types is 8" thick.
- b) The heavy duty asphalt hatch should be Medium Duty which is 3 inches of asphalt paving over 9" aggregate base course.
- c) Site concrete paving is unreinforced and contains no fiber.

Item No. 3: **Refer to Civil Sheet C-107, Clarification:**

- a) The heavy duty asphalt hatch should be Medium Duty which is 3 inches of asphalt paving over 9" aggregate base course.
- b) Site concrete paving is unreinforced and contains no fiber.

Item No. 4: **Refer to Civil Sheet C-107, Paving Type Details, Clarification:**

- a) There will only be curb and gutter where indicated on the civil plans.

Item No. 5: **Refer to Civil Sheet C-102, Patterned Concrete Crosswalk:**

- a) Stamped concrete crosswalk to be light duty concrete pavement. Color and pattern to be selected by Architect. Refer to attached Spec Section 32 13 16 Patterned Concrete Paving

Item No. 6: **Refer to Civil Sheets C-103 and C-503, Clarification:**

- a) Provide a Detectable Warning Device detailed on Sheet C503 continuous along sidewalk at parking areas on north side of building and either side of drive at crosswalk on east side of building. Also provide where sidewalk transitions to entry drives along NE Moberly Lane.

ARCHITECTURALItem No. 1: **Refer to Architectural Sheet A1.1 and Specification Section 32 31 29, Clarification:**

- a) Painted posts are acceptable.
- b) Steel Frames to be painted black.

Item No. 2: **Refer to Architectural Sheet A2.6, Clarification:**

- a) Delete Toilet Accessory note 3. A toilet accessories are to be included in contract price as specified per section 10 28 13.

STRUICTURALItem No. 1: **Refer to Structural Sheet S1.12:**

- a) Refer to attached Sheet S1.12, revised Greenhouse foundation pier. Pier is shortened to 4'-6".

PLUMBINGItem No. 1: **Refer to Plumbing Sheet P1.0 General Plumbing Notes:**

- a) Add the following to note 'M': Gas meter was not found when site was surveyed. Gas line location serving site is unknown. Contractor to locate existing gas line, and notify gas company and Architect once located for further evaluation and on-site routing.

Item No. 2: **Refer to Plumbing Sheet P5.1 Plumbing Fixture Schedule**

- a) Add the following fixture designations and description:
MS-1: Zurn Z1996-24 – Provide with Zurn Z843M1 faucet, basin hose, bracket, and mop hanger
WB-1: Sioux Chief 696-G2313

ELECTRICALItem No. 1: **Refer to Electrical Sheet E1.0, Trash Compactor:**

- a) No electrical service needed for trash compactor. Trash compactor is deleted.

END OF ADDENDUM NO. 01

EXHIBIT H

<div style="display: flex; align-items: center;"> </div>								
Bentonville Parks and Recreation Maintenance Facility - 401 SE Moberly Lane, Bentonville, AR 72712 - REV1 12/11/24								
IR/RFI #	Date	Discipline	Page #	Submitted By	Question/Request	Response By	Response	Links to Referenced Documents
1	11/15/2024	Aluminum Canopies	Spec 10 73 16	Sub	Substitution Request Spec Section 10 73 16 Mapes Architectural Canopies Super Lumideck for Aluminum Canopies	Hight Jackson	Approved. Will be included in Addendum No.01.	https://crosslandconstruction_box.com/s/nqz52cq7wndsibu0sbo559aa1k05qqrh
2	11/19/2024	Specialties	A2.6	Katherine Norman	Toilet accessory note 3 says to reference spec section 10 28 13 for toilet accessories furnished by the owner and installed by the contractor. I can't find any mention of owner supplied accessories in this section. Will any toilet accessories be supplied by the owner?	Hight Jackson	Delete Note no. 3. All toilet accessories are included in contract price. Will be included in Addendum No.01	N/A
3	11/20/2024	Window Treatments	N/A	Katherine Norman	Where are the manuel roller shades to be located? Are shades to be at all exterior windows? Not seeing where they are called out in the plans.	Hight Jackson	Roller shades are shown with a circled S on specialty plan, sheet A2.4	N/A
4	11/21/2024	Plumbing	P1.0	Katherine Norman	What are the sizes of the existing greenhouse water and gas lines?	Hight Jackson		N/A
5	11/26/2024	Fencing	Spec 32 31 29-1	Sub	The specs mention 4"x4" pressure preservative treated cedar posts. I can't find anywhere in the plans that this material is used? Just want to confirm that the only fence posts are 4"x4" steel (not including the brick pilasters).	Hight Jackson	4" x 4" posts are to be provided at condenser screen as shown on K10, Sheet A2.1A.	N/A
6	11/26/2024	Epoxy Flooring	Spec 09 67 26	Sub	Substitution Request Spec Section 09 67 26 Substitute TNEMEC Satinglaze series 285, power-tread le series 233, Everthane series 248, for "orange peel" SR Copolymer Top Toat surface finish, Semi-gloss, Quartz 'Cremona' Series	Hight Jackson	Approved. Will be included in Addendum No.01.	https://crosslandconstruction_box.com/s/5qjphljqicwhctv10zjpj7x0tuwwaep
7	11/26/2024	Epoxy Flooring	Spec 09 67 26	Sub	Approved Installer Request Spec Section 09 67 26 Proinsco	Hight Jackson	Not Approved.	N/A
8	12/2/2024	Civil	C-503	Cody McCool	What is the depth and diameter of the light pole piers?	Hight Jackson	6'-0" deep from grade, 18" diameter	N/A
9	12/2/2024	PEMB	13 34 19	Sub	Substitution Request Spec Section 13 34 19 Substitute SSR Panel by VP and SLR II Panel by VP for Central Seam Plus Standing Seam by Ascent Buildings in Evergreen	Hight Jackson	Architect would need to approve panel profiles and color.	https://crosslandconstruction_box.com/s/0393r5Sr1cze9z363l477oyuhdmog5ja
10	12/3/2024	Site Concrete	C-107	Katherine Norman	There are two heavy duty concrete hatch types show on the plans. Do these have different specifications? Please clarify.	Hight Jackson	Both are the same thickness as detail calls out. Will be included in Addendum No.01	N/A
11	12/3/2024	Site Concrete	C-107	Katherine Norman	There is not a detail shown for "heavy duty asphalt". Please provide more detail on this paving type.	Hight Jackson	The heavy duty hatch should be Medium Duty which is 3 inches of asphalt paving over 9" aggregate base course. Will be include in Addendum No.01	N/A
12	12/3/2024	Site Concrete	C-107	Katherine Norman	Will all site paving be unreinforced? Will any paving include fiber?	Hight Jackson	Site concrete paving is unreinforced and contains no fiber.	N/A
13	12/3/2024	Site Concrete	C-102	Katherine Norman	I didn't see a detail on the stamped concrete crossing design. Could this be provided?	Hight Jackson	Stamped concrete crosswalk to be light duty concrete pavement. Color and pattern to be selected by Architect. Will be included in Addendum No.01. Spec will be included.	N/A
14	12/3/2024	Fire Alarm	N/A	Katherine Norman	What is the manufacturer/model of the existing fire alarm system?	Hight Jackson	Advantage Security Electronics, Contact: Shannon Warren.	N/A
15	12/3/2024	Division 28	N/A	Katherine Norman	I didn't see any division 28 specs. We are needing more information on the access control systems and low voltage cabling for both the site and building. Will this spec be provided?	Hight Jackson	Will be included in Addendum No.01	N/A
16	12/3/2024	Access Control	N/A	Katherine Norman	Is there an existing access control system that needs to be updated or expanded? Is there a preferred manufacturer or vendor? Is the site and building access control on a single system or are these separate?	Hight Jackson	Access control system will be new. Site and building access control are on one system. Will be included in Addendum No.01	N/A
17	12/3/2024	Low Voltage	N/A	Katherine Norman	Are there any rereways, conduits, boxes, or structured cabling required for a security alarm or any cameras? Are we to provide structured cabling throughout the office area?	Hight Jackson	Electrical drawings provide for rough-in of structured cabling only. Verify with owner for exact quantities and cabling types	N/A
18	12/4/2024	Fencing	A1.1 and Spec 32 31 29-1	Sub	The steel posts are called out to be painted black in the plans. The specs call for them to be galvanized and powder coated black. Powder coating over galvanized involves extra steps that will increase cost, and the powder coater will not guarantee it. Please advise.	Hight Jackson	Painted posts are acceptable. Will be included in Addendum No.01	N/A

EXHIBIT H

19	12/4/2024	Fencing	A1.1 and Spec 32 31 29-1	Sub	The manual gates call for galvanized steel frames on the plans but the specs call for galvanized, powder coated, and painted. Please advise.	Hight Jackson	Steel Frames to be painted black. Will be included in Addendum No.01	N/A
20	12/4/2024	Plumbing	P2.1A	Sub	WB-1 and MS-1 are not listed on the plumbing schedule. Could you provide a specific model of these fixtures?	Hight Jackson	MS-1: Zurn Z1996-24 – Provide with Zurn Z843M1 faucet, basin hose, bracket, and mop hanger WB-1: Sioux Chief 696-G2313	N/A
21	12/4/2024	Epoxy Flooring	Spec 09 67 26	Sub	Substitution Request Spec Section 09 67 26 Substitute HERMETIC Paramount HD Flooring System for "orange peel" SR Copolymer Top Coat surface finish, Semi-gloss, Quartz 'Cremona' Series	Hight Jackson	Not approved.	https://crosslandconstruction.box.com/s/A3682cul63rt5cutm3v468g15x09e2j
22	12/4/2024	Hardware	A3.1	Sub	Hardware set 6 does not include a hinge. Is this intentional?	Hight Jackson	See paragraph 3.7 at end of Spec Section 08 71 00 even thou hardware sets don't call out hinges, all hardware sets must comply with full documents.	N/A
23	12/5/2024	Civil	C-107 and A1.0	Cody McCool	Civil drawings show 8" concrete and architectural shows 5". Not shown in structural.	Hight Jackson	All heavy duty site concrete to be 8" thick. Will be included in Addendum No.01	N/A
24	12/5/2024	Electrical	N/A	Sub	No lighting protection is referenced on the plans or specs. Please confirm lighting protection is not required.	Hight Jackson	Not required.	N/A
25	12/5/2024	Electrical	N/A	Sub	Will the EC be required to work before or after hours? If so, what scope of work will be required before and after hours? Please Clarify.	Katherine Norman	Intent is to mitigate disruption to perations for staff during working hours. This will be limited to only as needed to maintain operations.	N/A
26	12/5/2024	Electrical	N/A	Sub	Is there a specific structure that requires off hours shutdowns? Please clarify.	Katherine Norman	Off hours shutdowns will only be needed if it will affect the operability at the existing admin building.	N/A
27	12/5/2024	Electrical	E0.0 Notes 2 and 3	Sub	Please advise if the seismic requirements listed on these two notes are required for this project.	Hight Jackson	Not required.	N/A
28	12/5/2024	Electrical	C-004	Sub	Multiple structures on site are shown to be demolished. Should the EC include labor to disconnect buildings from the ully power source?	Katherine Norman	Yes please include any make safe necessary for demo work to occur.	N/A
29	12/5/2024	Electrical	N/A	Sub	The building service is 800 AMPS. Typically, BEUD requires a separate CT enclosure for services over 600 AMPS. Please confirm if CT enclosure is required.	Hight Jackson	Contractor shall meet BEUD requirements as outlined in Bentonville Electric Utilites documentation.	N/A
30	12/5/2024	Electrical	N/A	Sub	Will the data drop locations noted on the E-sheets require 1 or 2 cables per drop?	Hight Jackson	Owner to get back to me.	N/A
31	12/5/2024	Electrical	E2.3B	Sub	Are the garage door sensors shown on sheet E2.3B to be monitored by the access control system?	Hight Jackson	No.	N/A
32	12/5/2024	Paving	C-107	Katherine Norman	Saw cutting at the existing asphalt road will be needed where curb and gutter is to be installed. Please confirm.	Hight Jackson	Yes.	N/A
33	12/5/2024	Paving	C-107	Katherine Norman	The paving type details show integral curb and gutter at all concrete paving locations and curb and gutter at all asphalt locations. Is this correct? Or will there only be curb and gutter at the locations shown on the civil sheets?	Hight Jackson	There will only be curb and gutter where indicated on the civil sheets.	N/A
34	12/5/2024	Civil	C-503	Katherine Norman	Can a clear detail for site bollards be provided? Will any reinforcement be required? 18" diameter is unconventional. Confirm that this is correct.	Hight Jackson	The civil is not proposing any site bollards. The detail being referenced is the light base detail. Bollard detail is D12, Sheet A1.1	N/A
35	12/5/2024	Civil	N/A	Katherine Norman	There are no bollards shown on the Civil sheets. Can these be added for clarity.	Hight Jackson	Refer to architectural sheets for bollard locations	N/A
36	12/5/2024	Electrical	N/A	Katherine Norman	Can more information be provided on the electrical routing from the MDP to LP-3?	Hight Jackson	Electrical Contractor to be responsible for routing of power underground to remote site panels.	N/A
37	12/5/2024	Electrical	N/A	Katherine Norman	Will any electrical service need to be provided for the trash compactor?	Hight Jackson	No. Trash compactor is deleted. Will be included in Addendum No.01	N/A
38	12/9/2024	Plumbing	N/A	Katherine Norman	Can more information be provided for site routing of the gas line and water line to the greenhouse?	Hight Jackson	Gas meter was not found when site was surveyed. Gas line location serving site is unknown. Contractor to locate existing gas line, and notify gas company and Architect once located for further evaluation and on-site routing.	N/A
39	12/9/2024	Plumbing	C-103	Katherine Norman	There is a hot box called out at the exterior RPZ. Could we get a detail or spec for this hot box?	Hight Jackson	Refer to L1 A501, Detail 9.	N/A
40	12/9/2024	Civil	C-103	Katherine Norman	What does the hatch type highlighted in yellow indicate?	Hight Jackson	Truncated dome.. See sheet C-503 'Detectable Warning Device' detail. Will provide clarification in adendum 01.	https://crosslandconstruction.box.com/s/qbwn9k1x141a0vw5b90q5a48kRrxdwef



Bentonville Electric Utilities Department

3200 SW Municipal Drive

Bentonville, AR 72712

Phone: (479) 271-3135 Fax: (479) 271-5994

ESTIMATE

ESTIMATE

Bill to:

Date:

DAVID WRIGHT	Work Request Number: WF1128522
Address: 1000 SW 14TH ST	
City, State, ZIP: Bentonville, AR 72712	dwright@bentonvillear.com

Project Description

All Work for Memorial Park Maintenance Building LSD24-0007

Labor

Classification	Hours	Hourly Rate	Total
Electric Crew Leader	36.00	71.84	\$2,586.17
First Class Powerline Electrician	36.00	67.84	\$2,442.07
First Class Powerline Electrician	36.00	67.84	\$2,442.07
First Class Powerline Electrician	36.00	67.84	\$2,442.07
Subtotal: Labor			\$9,912.39

Equipment

Equipment Type	Hours	Hourly Rate	Total
Digger Derrick	8	\$75.00	\$600.00
Large Bucket Truck	8	\$75.00	\$600.00
Large Bucket Truck	8	\$75.00	\$600.00
Pickup	36	\$25.00	\$900.00
Pickup	28	\$25.00	\$700.00
Wire Puller	28	\$25.00	\$700.00
Wire Puller	28	\$25.00	\$700.00
Subtotal: Equipment			\$4,800.00

Materials

Materials	Quantity	Unit	Cost	Total
Overhead Material List			\$2,631.74	\$2,631.74
Underground Material List			\$16,269.65	\$16,269.65
Subtotal: Materials				\$18,901.39
Total:				\$33,613.78

Printed Name: _____

Authorized Signature: _____

Date: _____

ESTIMATE

OVERHEAD MATERIALS LIST		411 NE Moberly Ln		Total Cost		\$ 2,631.74	
Memorial Park maintenance Building				Work Order#: WF1128522			
Description		Inventory Part #	Qty	Price Each as of 11/10/22		EXT Price	
BRACES - WOOD 60"	2208	1	\$	30.61	\$	30.61	
CLAMP - HOTLINE CLAMPS - COPPER-ALUMINUM	1617	3	\$	17.57	\$	52.71	
CLAMP - STIRRUP - 477 ACSR	1885	3	\$	45.42	\$	136.26	
CROSSARM - WOOD 3 5/8" X 4 5/8" X 8'	1023	1	\$	56.72	\$	56.72	
EQUIPMENT - MOUNT RC3A FOR THREE PHASE	1488	1	\$	195.62	\$	195.62	
EQUIPMENT - SUPPORT BRACKET MB-3	1893	3	\$	16.02	\$	48.06	
EQUIPMENT - TERMINATOR - 1/0 OR 4/0 (INCLUDES 1/0 STEM)	1972	3	\$	136.88	\$	410.64	
FUSE - 100A LINK	1528	3	\$	12.71	\$	38.13	
FUSE - CUTOUT - 100A	1524	1	\$	131.83	\$	131.83	
GROUND ROD - COPPER	1587	1	\$	18.83	\$	18.83	
GROUND ROD CLAMP - COPPER	1588	1	\$	1.38	\$	1.38	
GROUND - #6 GROUND WIRE - SOLID COPPER	2139	50	\$	6.13	\$	306.50	
GROUND - GROUND WIRE MOLDING	1589	1	\$	3.52	\$	3.52	
INSULATOR - PIN TYPE - F-NECK	1627	3	\$	3.36	\$	10.08	
INSULATOR - SPOOL	1625	1	\$	0.88	\$	0.88	
JUMPER - SKV JACKETED POLYWIRE	2140	50	\$	0.88	\$	44.00	
PIN - CROSSARM, SADDLE TYPE	1711	2	\$	31.12	\$	62.24	
PIN - POLE TOP 18"	1710	1	\$	13.35	\$	13.35	
POLE - 40/3	1721	1	\$	455.52	\$	455.52	
STANDOFF - LARGE 9" BRACKET 12" BAR	1370	3	\$	33.01	\$	99.03	
STREETLIGHT - 6' CANTILEVER ARM	1035	1	\$	58.31	\$	58.31	
TIES - 477 TOP FOR FNECK	1993	3	\$	12.48	\$	37.44	
TIES - 4/0 SPOOL TIES	1990	1	\$	3.99	\$	3.99	
WILDLIFE - KADDAS KE-1068 ABB/CHANCE FUSE CUTOUT COVER (NO SUB	1636	1	\$	20.56	\$	20.56	
BOLT - MACHINE - 1/2" X 6"	1087	2	\$	0.99	\$	1.98	
BOLT - MACHINE - 5/8" (TOTAL COUNT FROM UNITS)	Varies	12			\$	-	
BOLT - UPSET - 5/8" (TOTAL COUNT FROM UNITS)	Varies	1			\$	-	
GROUND - GROUND WIRE MOLDING STAPLES	1882	5	\$	0.18	\$	0.90	
GROUND - GROUND WIRE STAPLES	1881	10	\$	1.46	\$	14.60	
LOCKNUT - 1/2"	1657	2	\$	0.22	\$	0.44	
LOCKNUT - 5/8"	1659	13	\$	0.24	\$	3.12	
SCREW - LAG 1/2" X 6"	1639	3	\$	0.67	\$	2.01	
WASHER - CURVED - 3" FOR 5/8" BOLT	2109	2	\$	1.11	\$	2.22	
WASHER - ROUND - 1 3/8" DIAMETER, 9"/16" HOLE	2105	2	\$	0.12	\$	0.24	
WASHER - SQUARE - 2 1/4" FOR 5/8" BOLT	2110	7	\$	0.36	\$	2.52	
WASHER - SQUARE - 2 1/4" FOR 3/4" BOLT	2108	6	\$	0.37	\$	2.22	
STREETLIGHT - AUTOBAHN FIXTURE	2276	1	\$	365.28	\$	365.28	
PARTS - PHOTOCCELL	1704	1	\$	6.32	\$	6.32	

2022 PROJECT MATERIALS LIST	Memorial Park Maintenance			Total Material Cost	\$ 16,269.65	WF1128522
DESCRIPTION	PART NUMBER	QTY	NOTES	PRICE EACH (as of 1/5/23)	EXT PRICE	TYPICAL LEAD TIME
CAP - PROTECTIVE 200 AMP	1154	5		\$ 30.28	\$ 151.40	2 WEEKS
ELBOW - 1/0 15 KV	1449	3		\$ 36.94	\$ 110.82	3 WEEKS
ELBOW - ARRESTER	1453	3		\$ 76.33	\$ 228.99	3 WEEKS
GROUND - GROUND ROD 8' COPPER	1587	1		\$ 18.83	\$ 18.83	2 WEEKS
GROUND - GROUND ROD CLAMP COPPER	1588	2		\$ 1.38	\$ 2.76	2 WEEKS
GROUND - CASE TANK GROUND	2073	2		\$ 7.96	\$ 15.92	2 WEEKS
PADLOCK - ELECTRIC	1696	1		\$ 11.30	\$ 11.30	4-6 WEEKS
STANDOFF - 200A	1716	5		\$ 41.87	\$ 209.35	3 WEEKS
WIRE - 1/0 15 KV JACKETED	2147	636		\$ 3.24	\$ 2,060.64	3-4 WEEKS VARIES
WIRE - #2, 7 STRAND	2120	10		\$ 1.20	\$ 12.00	2 WEEKS
METER - 8/9S, CT, THREE PHASE	1810	1		\$ 525.00	\$ 525.00	
CTS - 200/5 BUSHING MOUNT	2054	3		\$ 245.10	\$ 735.30	6-8 weeks
TRANSFORMER - 150 KVA 120/208V PADMOUNT	2011	1		\$ 11,700.08	\$ 11,700.08	
 						
METER - ANGLE IRON, 6'-8" LENGTH	1020	1		\$ 78.18	\$ 78.18	
CONDUIT - 1/2" ADAPTER MALE	1248	1		\$ 0.17	\$ 0.17	
CONDUIT - 1/2" BUSHING	1273	1		\$ 0.06	\$ 0.06	
CONDUIT - 1/2" LOCKNUT	1329	1		\$ 0.08	\$ 0.08	
CONDUIT - 2" ADAPTER MALE	1250	1		\$ 0.74	\$ 0.74	
CONDUIT - 2" BUSHING	1276	1		\$ 0.40	\$ 0.40	
CONDUIT - 2" LOCKNUT	1332	1		\$ 0.58	\$ 0.58	
METER - HUB PLATE	1618	1		\$ 3.88	\$ 3.88	
METER - CT METER BASE, 13 TERMINAL 3PH	1811	1		\$ 222.06	\$ 222.06	
TEST SWITCH - 10 POLE	1916	1		\$ 93.80	\$ 93.80	
QUICKCRETE - 60 LB MIX	4449	1		\$ 5.43	\$ 5.43	
CONNECTOR - BUTT SPLICE	1408	6		\$ 0.18	\$ 1.08	
CONNECTOR - RING TERMINAL	1774	20		\$ 0.26	\$ 5.20	
METER - 8C/#12 MULTI-COLOR CABLE	2195	30		\$ 2.52	\$ 75.60	

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AMENDED GMP AGREEMENT WITH CROSSLAND CONSTRUCTION, FOR CONSTRUCTION OF THE NEW PARKS AND RECREATION MAINTENANCE FACILITY AT MEMORIAL PARK, IN AN AMOUNT NOT TO EXCEED SIX MILLION FOUR HUNDRED FIVE THOUSAND ONE HUNDRED NINETY-FIVE DOLLARS (\$6,405,195.00); AND FOR OTHER PURPOSES.

WHEREAS, Bentonville Parks and Recreation requests approval to amend the GMP contract with Crossland Construction to provide construction of the new Parks and Recreation maintenance facility at Memorial Park;

WHEREAS, Crossland Construction was selected under RFQ-23-20, in accordance with A.C.A. §14-58-1001, governing construction management for projects which exceed two million dollars; and

WHEREAS, this is a budgeted item.

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

Section 1: The Mayor and City Clerk are authorized to enter into an amended GMP contract with Crossland Construction, for construction of the new Parks and Recreation maintenance facility at Memorial Park, in an amount not to exceed six million four hundred five thousand one hundred ninety-five dollars (\$6,405,195.00);

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

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

PASSED this _____ day of _____, 2025.

APPROVED:

Stephanie Orman, MAYOR

ATTEST:

Mallorie Marrs, CITY CLERK



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:		Submitted By:	
Phone:		For Department(s):	
Email:			

Item Type (Check all that apply)

<input type="checkbox"/> Informational	<input type="checkbox"/> Bid Award	<input type="checkbox"/> Enter into an Agreement	<input type="checkbox"/> Change Order
<input type="checkbox"/> Recognizing Funds	<input type="checkbox"/> Budget Adjustment	<input type="checkbox"/> Waiver of Bid	<input type="checkbox"/> Emergency Clause
Ordinance	Resolution	Informational	

Title, Recommendation & Justification

Title:	
Action Recommendation & Justification:	
Additional Comments for Consideration (Optional):	

Amount for Approval:	\$
-----------------------------	----

Budget Impact

Is this Item Budgeted? YES NO ITEM HAS NO COST OTHER: _____

Budget Adjustment (to be completed by Finance when applicable)

Account Number (ORG-OBJECT)	Account Description	\$	\$
		Expense	Revenue
		\$	\$
		Expense	Revenue
		\$	\$
		Expense	Revenue
		\$	\$
		Expense	Revenue

Fund(s) Impacted

(check all that apply)

General Fund **Utility Fund** **Street Fund** **Other(s):** _____

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

Memo



To: City Council, Mayor Orman
From: David Wright, Parks and Recreation Director
Date: January 31, 2025
Re: City Council approval of an ordinance waiving competitive bidding and authorizing the Mayor and City Clerk to enter into an agreement for services with Downtown Bentonville, Inc.

City Staff is seeking City Council's approval of an ordinance, waiving competitive bidding for services and authorizing the Mayor and City Clerk to enter into an agreement with Downtown Bentonville, Inc (DBI). Duration of the agreement is from January 1, 2025, through December 31, 2025. This fee represents a \$50,000 annual fee, the budgeted amount for 2025.

This agreement, like the agreement of previous years, authorizes DBI to produce and charge fees for family friendly, community-based events on / around the Downtown Bentonville Square. These events include Farmers Markets, First Fridays, 1 Toyland event (per direction from Walmart), a Small Business Saturday based event, the Lighting of the Square and the Christmas Parade. While the City will support these events, the contract states the responsibility falls on DBI to plan, promote, produce and evaluate these events annually. In addition to these major events, DBI is responsible for creating and maintaining a public calendar of events held on or / the Square. Finally, DBI staff is required to attend the monthly Traffic, Safety and Signage Committee. This allows for further coordination of events, if necessary.

This year's contract valued is a total of \$50,000 for services. Prior to 2022, for many years, the City's annual payment to DBI was \$30,000. In 2022, the City increased this payment amount to \$35,000 to assist with the production of Bentonville Together Community Celebration. However in 2024, DBI was unable to produce Bentonville Together. So the annual payment reverted back to \$30,000 in 2024. Moving forward, with the soon to be completed of the A Street Promenade, we have asked DBI to resume production of this event, plus add additional events and festivals to help maximize this major public investment to create the unique sense of space we desire and produce as much economic development as possible.

Downtown Bentonville is agreeing by starting a new family friendly movie series as well as live music. These will eventually take place in the Quilt of Parks' amphitheater, but this year will occur in the public spaces on the completed Promenade. It's a great opportunity to bring more people to Downtown Bentonville to utilize these spaces that

were created for our community. In addition, we required DBI to raise additional funds outside city funds. This task is well underway with a funding plan in place. The City's investment into these new events are minimal when compared to the overall cost of the program. The ROI should produce a great outcome of our citizens.

As stated, in addition to funds, City of Bentonville Staff provides labor and support for each of these community events. For example, Police and Fire are present and attend to emergencies during each public event. Parks and Recreation Staff provides set up and tear down support, as well as trash control during each event. This contribution is significant to our operating budget, so these services are outlined in the agreement.

If you have any questions regarding this item, please email me at dwright@bentonvillear.com.

Attachments:

Agreement for Services with Downtown Bentonville, Inc.

PROFESSIONAL SERVICES AGREEMENT

DOWNTOWN BENTONVILLE, INC.

CITY OF BENTONVILLE, AR

WHEREAS, the City of Bentonville (City), a municipal corporation, and Downtown Bentonville, Inc. (DBI), a not-for-profit entity, are desirous of fostering community growth and prosperity through event programming within the City;

WHEREAS, DBI has specific knowledge of the City's programming goals and its work and reputation make it uniquely qualified to perform this service;

WHEREAS, this Agreement outlines the services provided to the City by DBI in exchange for the consideration provided herein; and

WHEREAS, general services include the development and implementation of strategies and plans for downtown Bentonville and enhancements that include, but are not limited to, infrastructure, events, marketing, communications, downtown business support, programming, third party event liaising, and other economic development activities.

NOW, THEREFORE, BE IT AGREED by and between the aforementioned parties that:

Section 1: Event Production, Coordination, and Administration

- A. DBI shall have use of the A Street Promenade the complete footprint of which is shown in the attached Exhibit "A", during all DBI programmed hours. To facilitate such, the City agrees to enter into a lease agreement with DBI for the exclusive use of the A Street Promenade during events provided subject to this Agreement.
- B. DBI is responsible for creating rules and guidelines (Rules) governing the use, management, and operation of the A Street Promenade during DBI's use under this Agreement. The Rules shall be approved by DBI's Board of Directors with input from City staff as needed, and are subject to all Federal, State, and Local laws. Any modifications to previously approved Rules will also be approved by DBI's Board of Directors.
- C. DBI shall serve as a liaison and representative for any third-party events submitted to take place on the A Street Promenade or otherwise around the Bentonville Square. DBI will assist third-parties with obtaining permits, street closures, or any other necessary document needed to execute the event. DBI's role includes ensuring that approved events provide value for downtown, do not overlap with City or other previously approved events, are supported and communicated to downtown stakeholders, do not impede business activities, and comply with existing laws and regulations.
- D. DBI will provide a central point of contact (via a designated employee) for downtown event coordination. Said employee shall attend all City Traffic, Safety and Signage Committee meetings. DBI's point of contact will coordinate with City departments, including Police, Fire, Parks & Recreation, Street, Legal, and any other affected departments.

- E. Pursuant to this Agreement, DBI shall produce and events public events for the City that include, but are not limited to the following:
- a. **Farmers Market**: DBI will manage, secure suppliers, promote, advertise, and continue to grow the City's farmers market for the sale of various good and food items. Except for instances where advance permission is given by the City, Saturday Farmers Markets will be held each Saturday from April through October and Wednesday Farmers Markets will be held each Wednesday from May through September.
 - b. **First Friday**: DBI will manage, secure suppliers, promote, and advertise seven (7) Bentonville First Friday events to occur on the first Friday of the Month from April through October.
 - c. **Small Business Saturday**: DBI will organize, produce, promote, manage, secure suppliers, and advertise one (1) event in support of small businesses in the City. This event will take place on a Saturday between the months of April and October.
 - d. **Lighting of the Square**: DBI will manage, secure suppliers, promote, and advertise the City's lighting of the square event. This event is branded the "City of Bentonville Lighting of the Square". DBI leads the event team which includes members of the City's Parks & Recreation and Police departments along with other City staff as needed. This event team works together to produce the event highlighting the City's holiday lights as an attraction while promoting local downtown retail and restaurant businesses. This event occurs in November.
 - e. **Christmas Parade**: DBI will manage, promote, advertise, and solicit and coordinate entries for the City's Christmas parade. DBI will coordinate with City staff to determine the parade route. This event occurs in December.
 - f. **Bentonville Together**: This event will only occur with prior City authorization. DBI will organize, produce, manage, secure suppliers, promote, and advertise one (1) Bentonville together event.
 - g. **Festival**: DBI will organize, produce, manage, promote, advertise, and secure suppliers for three (3) festival style events. These events will be pre-approved by the City.
 - h. **Music Series**: DBI will organize, produce, manage, promote, advertise, and secure suppliers for a series of music events on the landing.
 - i. **Fine Art Market**: DBI will organize, produce, manage, promote, advertise, and secure suppliers for a fine art market. This event is held in conjunction with the Farmers Market occurring every Saturday from April through October.
 - j. **Movie Nights**: DBI will organize, produce, manage, promote, advertise, and secure suppliers for City approved movie nights. This is a family friendly event showing G or PG rated movies.

- k. **Community Engagement**: DBI will organize, produce, manage, promote, advertise, and secure suppliers, if needed, for weekly community engagement events.

Section 2: DBI Obligations

- A. In addition to the enumerated events above, DBI will continue to look for avenues to attract people into the downtown area of the City.
- B. DBI will build and manage a website for the A Street Promenade. The City will own any domain name (URL) designated for said website and will pay for the same outside of the consideration given for this Agreement.
- C. DBI will market the City as a partner in all events performed under this Agreement.
- D. DBI will market and promote the A Street Promenade to ensure maximum activation of the space for the benefit of the City.
- E. DBI may only cancel the date of a scheduled event, or set a new date for a scheduled event, with at least thirty (30) days advance notice and permission of the City. In the case of severe weather, impossibility, or unfavorable conditions that would irreparably disrupt the event, the notice requirement will be waived.
- F. DBI will submit quarterly reports to the City accurately reflecting all performance under this Agreement.
- G. DBI will provide a professionally qualified staff to carry out the terms of this Agreement. Said staff will give such technical advice to the City, as may be necessary to effectuate the purposes, goals, and requirements of this Agreement.
- H. DBI agrees to devote substantial time, interests, and energies to the performance of duties undertaken by it in this Agreement and to faithfully, diligently, and according to its best abilities in all respects, foster and promote community growth, prosperity, and public interest within the downtown area of the City.
- I. DBI will maintain an Emergency Operations Plan approved by the City's fire and police chiefs and the parks and recreation director.

Section 3: Event Assurances

- A. DBI is required to bring the public site back to its normal operating conditions at the conclusion of the event. All staging equipment, barricades, supplies, tents, portable restrooms, etc. must be removed immediately following the event. When an event concludes late in the evening, it may be permitted to have items removed first thing the following morning.
- B. Any equipment required to be staked, cannot be staked into the ground or other permanent structures in the City's downtown area or the A Street Promenade. Specifically, but not limited to, the grass on the square and any softscape areas (such as landscape beds) in the A Street Promenade. Equipment shall be anchored with sandbags, water barrels, buckets, or other items. Damage occurring from failure to comply with this stipulation will be repaired by the appropriate City department and billed to DBI. Such cost will include supplies and labor and will be due thirty (30) days from receipt of the invoice.

- C. DBI and event vendors must comply with State of Arkansas Health Department regulations. This prohibits food and drink vendors from utilizing non-domestic water on the Downtown Square. All water faucets in the Downtown Square are non-domestic.
- D. DBI and event vendors shall also comply with all applicable laws, regulations, and public safety codes, including but not limited to the Arkansas Fire Prevention Code, the National Electrical Code, and Arkansas Beverage Control rules and regulations.
- E. If DBI or event vendors require additional electric service beyond the existing installed outlets, they must provide their own power source via generator. This service shall comply with the National Electric Code.
- F. City code prohibits alcoholic beverages in any City park.

Section 4: City Obligations

- A. City support staff, when needed, will remain on site a maximum of one (1) hour after the scheduled end time (two [2] hours for First Friday events). After said time, DBI is responsible for returning the public site to normal operating conditions: free of trash, debris, compost, and other like materials.
- B. In consideration for this Agreement, the City shall pay DBI a total amount of fifty thousand dollars (\$50,000.00) which will be payable as follows:
 - a. The first payment of fifteen thousand dollars (\$15,000.00) is due March, 2025.
 - b. The second payment of twenty thousand dollars (\$20,000.00) is due August, 2025.
 - c. The third and final payment of fifteen thousand dollars (\$15,000.00) is due November, 2025.

DBI is responsible for sending an invoice to the City's Parks & Recreation department for payment pursuant to these terms.

- C. The City agrees that DBI shall be permitted to charge and keep the following fees from vendors for events under this Agreement. DBI will charge the following vendor fees:
 - a. Large festival events: Maximum cost for vendors is two hundred dollars (\$200.00) per space per day.
 - b. Small events: Maximum cost for vendors is fifty dollars (\$50.00) per day per space.
 - c. A commission rate of five to ten percent (5-10%) may be charged on vendor sales.
 - d. A fifty dollar (\$50.00) late fee may be charged to vendors who do not timely pay.
 - e. An event marketing and management fee will be charged to third-parties seeking to utilize the A Street Promenade. These fees will be determined by the size and scope of the proposed event; however, the minimum charge shall be twenty-five dollars (\$25.00) per request and the maximum charge will be five thousand dollars (\$5,000.00) per day. The maximum charge is applicable to large festival events requiring an abundance of logistical help from DBI.
- D. The City is responsible for the general maintenance and upkeep of the City's property utilized by DBI under this Agreement.

Section 5: Additional Assurances

- A. DBI shall not discriminate against any employee or person served under this Agreement on account of race, color, sex, age, religion, ancestry, national origin, handicap, marital status, or as otherwise prohibited by applicable law.
- B. The parties hereto agree that this Agreement shall be construed under Arkansas law. The parties further agree that the proper jurisdiction and venue for any cause of action arising from this Agreement shall be vested in the Circuit Court of Benton County, Arkansas.
- C. DBI acknowledges that the City enjoys certain rights and immunities under A.C.A. §21-9-301 and that nothing in this Agreement shall be interpreted to reduce, limit, negate, or waive any of those protections or rights. Specifically, DBI acknowledges that its use of the City's property, shall be at DBI's own risk and DBI hereby agrees to indemnify and hold the City harmless along with any and all of its employees, officers, or agents against any and all claims related to DBI's use of the City's property.
- D. DBI represents that it shall, at its sole cost and expense, comply with all applicable municipal, county, state, and federal requirements now in force pertaining to any and all activities contemplated under this Agreement including any legal limitations placed upon DBI as a result of the source of funds received by DBI under this Agreement.
- E. The parties acknowledge that the expenditure of government funds for a governmental purpose is a matter of public interest and subject to disclosure under the Arkansas Freedom of Information Act Ark. Code Ann §25-19-101. Contracts and documents prepared while performing the City's contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City, DBI will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act. Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.
- F. Without the CITY's prior written consent, DBI's duties under this Agreement are not assignable by DBI, either in whole or in part.
- G. The provisions of this Agreement are severable. The invalidity or unenforceability of any one provision in this Agreement shall not affect the other provisions.
- H. Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties hereto and their respective successors and assigns, any rights or remedies under or by reason of this Agreement and, in particular, no employee, vendor, supplier, or other person contracting with DBI shall have any right by virtue of this Agreement or otherwise to seek payment or compensation from the CITY for goods delivered or services rendered to DBI.
- I. Changes, modifications, or amendments in scope, price, or fees to this Agreement shall not be allowed without a prior formal contractual amendment approved by the CITY in advance of the change in scope, cost, or fees. No modification of this Agreement shall be binding unless made in writing and executed by both parties. No waiver by either party or any breach of obligation of the other party under this Agreement shall constitute a waiver of any other prior or subsequent breach or obligation.
- J. This Agreement sets forth the entire agreement and understanding between the parties on the subject matter of this Agreement. Neither party shall be bound by any conditions,

definitions, representations, or warranties with respect to the subject matter of this Agreement other than those expressly provided herein.

- K. The City may terminate this agreement if it deems necessary and prudent, and, if such termination occurs, the City shall pay a proportional share of the contract based on the date of termination.

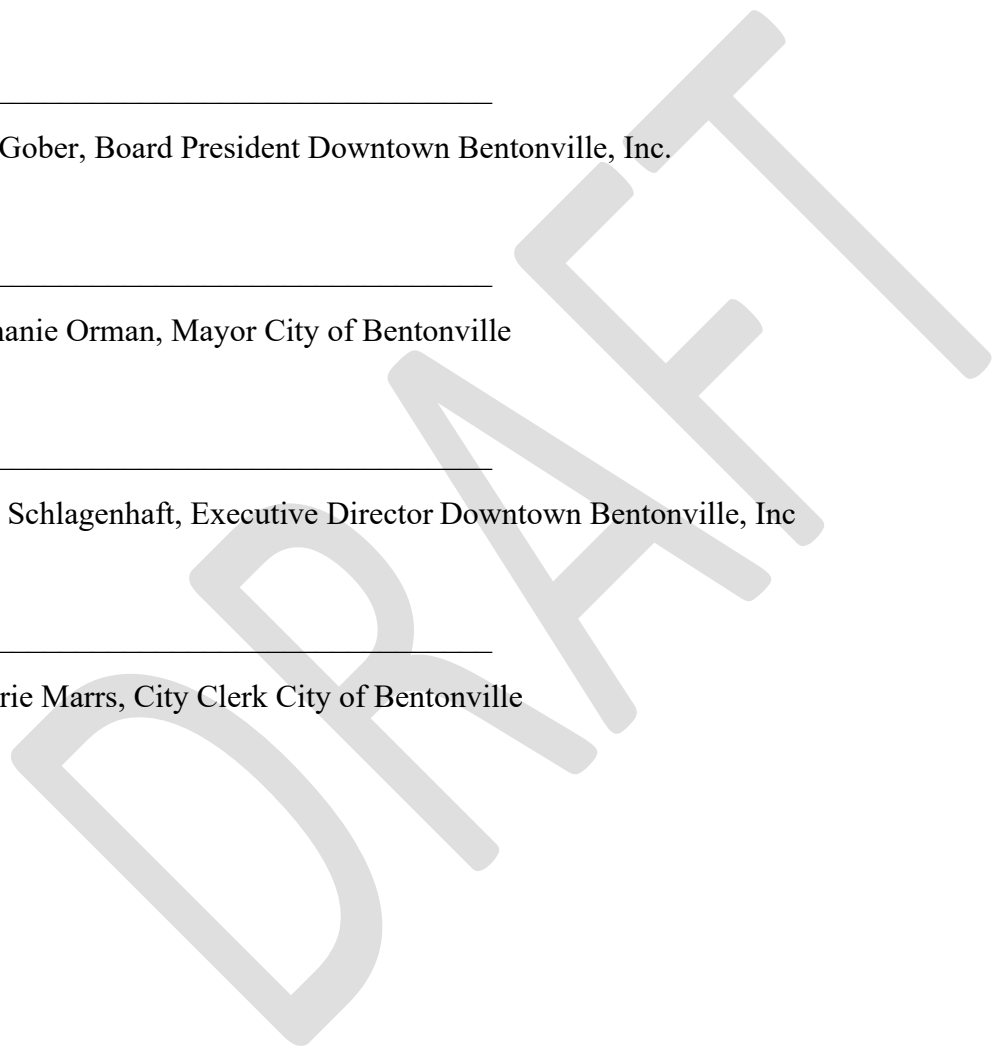
Dated this _____ of _____, 20____

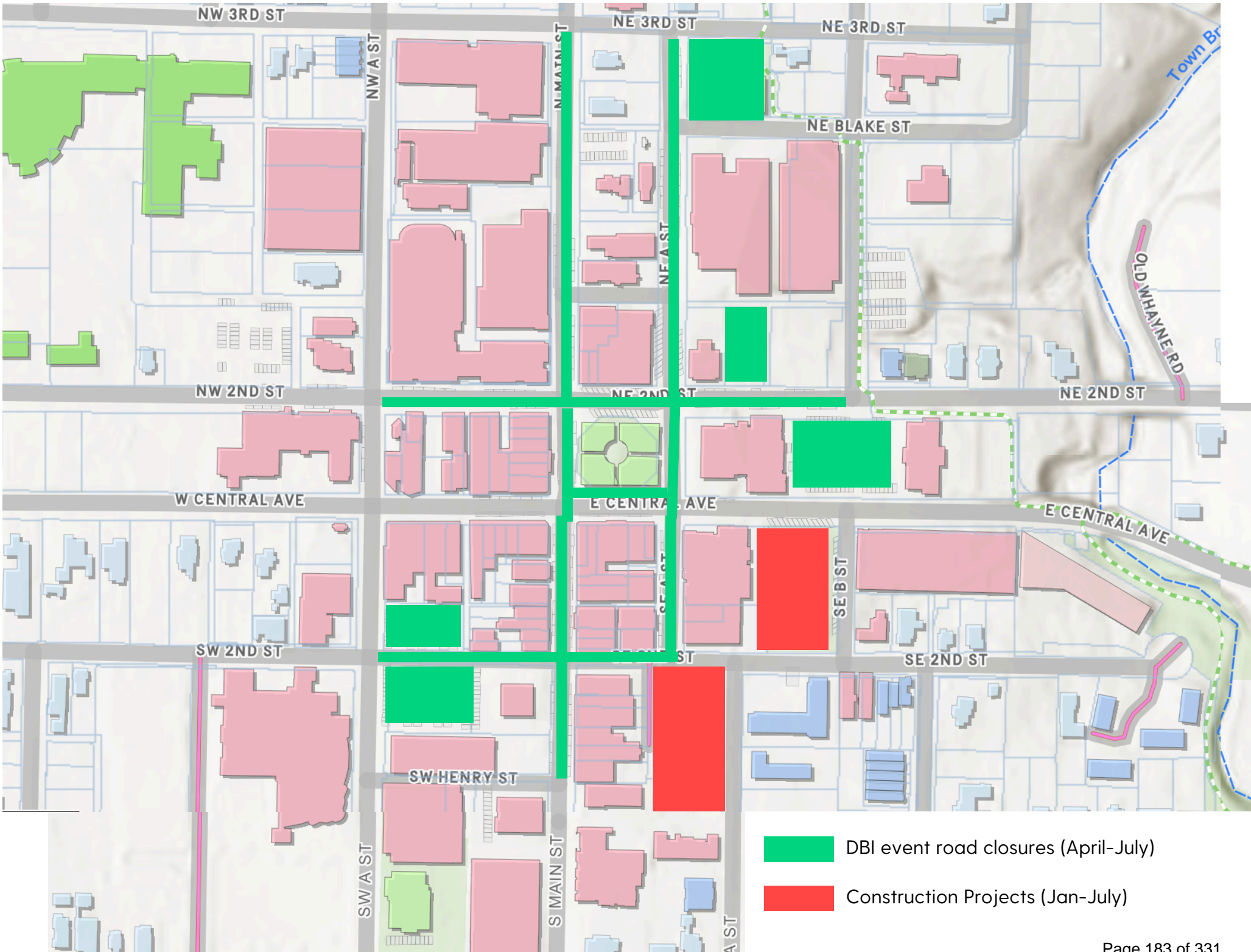
Kirk Gober, Board President Downtown Bentonville, Inc.

Stephanie Orman, Mayor City of Bentonville

Dana Schlagenhaft, Executive Director Downtown Bentonville, Inc

Malorie Marrs, City Clerk City of Bentonville





ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH DOWNTOWN BENTONVILLE INC. FOR EVENT PRODUCTION AND RELATED SERVICES; WAIVING THE REQUIREMENT OF COMPETITIVE BIDDING; AND FOR OTHER PURPOSES.

WHEREAS, consistent with previous years, this agreement allows Downtown Bentonville, Inc, (DBI) to produce family friendly, community-based events on or around the Downtown Bentonville Square;

WHEREAS, the cost of this agreement will not exceed fifty thousand dollars (\$50,000.00); and

WHEREAS, this is a budgeted item.

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

Section 1: That the Mayor and City Clerk are hereby authorized to enter into an agreement with Downtown Bentonville Inc., for event production and related services, in an amount not to exceed fifty thousand dollars (\$50,000.00);

Section 2: Because Downtown Bentonville Inc. is uniquely qualified to produce these events due to its mission, its relationship with downtown stakeholders, and its working knowledge of producing downtown events, it would be neither practical nor feasible to advertise for competitive bidding, that requirement is herein waived;

Section 3 – Severability Provision: If any part of this Ordinance is held invalid, the remainder of this Ordinance shall continue in effect as if such invalid portion never existed; 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 _____, 2025.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:		Submitted By:	
Phone:		For Department(s):	
Email:			

Item Type (Check all that apply)

<input type="checkbox"/> Informational	<input type="checkbox"/> Bid Award	<input type="checkbox"/> Enter into an Agreement	<input type="checkbox"/> Change Order
<input type="checkbox"/> Recognizing Funds	<input type="checkbox"/> Budget Adjustment	<input type="checkbox"/> Waiver of Bid	<input type="checkbox"/> Emergency Clause
Ordinance	Resolution	Informational	

Title, Recommendation & Justification

Title:	
Action Recommendation & Justification:	
Additional Comments for Consideration (Optional):	

Amount for Approval:	\$
-----------------------------	----

Budget Impact

Is this Item Budgeted? YES NO ITEM HAS NO COST OTHER: _____

Budget Adjustment (to be completed by Finance when applicable)

Account Number (ORG-OBJECT)	Account Description	\$	\$
		Expense	Revenue
		\$	\$
		Expense	Revenue
		\$	\$
		Expense	Revenue
		\$	\$
		Expense	Revenue

Fund(s) Impacted

(check all that apply)

General Fund **Utility Fund** **Street Fund** **Other(s):** _____

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712



CITY OF BENTONVILLE, ARKANSAS

SERVICE CONTRACT: 24STORM Fence Repair

THIS CONTRACT is made in Benton County, Arkansas, by and between the City of Bentonville, Arkansas, hereinafter “City,” and B’s Tree & Landscape, hereinafter “Contractor” (collectively, the “Parties”), Witnesseth:

1. DESCRIPTION. This Contract has been awarded to Contractor as a result of Contractor’s Quote (attached hereto as **Exhibit B**) to the City’s Invitation for Quotes for the 24STORM Fence Repair, as specified in the Scope of Work (attached hereto as **Exhibit A**). The work shall consist of performing the services, including all labor, material, equipment, products and all other items necessary to perform the work, as set forth in this Contract and all attached Exhibits.

2. PRIMARY CONTACTS. The primary contact for the Contractor shall be _____ . The primary contact for the City shall be the City of Bentonville Wastewater Recovery Facilities Manager, or designated assignee.

3. CONTRACT TERM. The term for this Contract shall be ninety (90) days, commencing on the effective date of this Contract.

a. Effective Date: The Effective Date of this Contract shall be defined as the executed date on the Signature Page of this Contract.

b. Construction Timeline:

- 1. Preconstruction Meeting:** The Parties shall meet prior to work beginning to review the Scope of Work.
2. Contractor shall notify the City’s contact seven (7) days prior to work beginning.
3. Work shall reach 100% completion within sixty (60) days from work beginning.



CITY OF BENTONVILLE, ARKANSAS

c. Any changes to the Term of this Contract or to the Construction Timeline shall be agreed upon by the Parties in writing and shall be in accordance with this Contract and all applicable procurement laws and the City of Bentonville Purchasing Policy.

4. WORK PROCEDURES. All work procedures shall be in accordance with this Contract and with the Exhibits attached hereto.

a. Specifications. All work shall be performed in accordance with industry standards and best practices, and as specified in this Contract and in the Exhibits attached hereto.

b. Change Orders and Amendments. Any changes to the Scope of Work shall be handled via Change Order or Amendment to this Contract, as applicable. No Change Order or Amendment shall be approved unless approved in writing by the City. All Change Orders or Amendments must be pre-approved prior to any work commencing, any materials being purchased, or any other fee being incurred related to the change. The City shall not be responsible for changes in work unless the Change Order or Amendment is pre-approved in writing by the City.

1. Owner's (City's) Contingency: Not Applicable

c. Unsatisfactory Results. Contractor agrees to remedy any unsatisfactory results, within the terms of this Contract.

d. General. The Contractor shall conduct their operations in such a manner that does not cause damage to property owned by the City or other individual. In the event damage occurs, Contractor shall replace or repair the damaged area(s) or item(s) at no cost to the City and as directed by the City. In the event that Contractor fails to make the necessary repairs, the City may use City staff or outside vendors to repair any damage. Any costs the City incurs for repairing damage or replacing items resulting from Contractor's operations may be deducted from monies due to Contractor.



CITY OF BENTONVILLE, ARKANSAS

5. FEES, EXPENSES, AND SCHEDULE. The City agrees to pay Contractor based upon the total quote price including tax, as defined herein, for actual work performed or material stored on-site. Contractor agrees to only perform the type of services outlined in this Contract and the Exhibit attached hereto. Fees and contingencies shall be as follows:

a. Total Fee for Construction: \$36,359.48 (Thirty-six thousand three hundred fifty-nine dollars and forty-nine cents).

b. Owner's Contingency: Not Applicable

6. ADDITIONAL SERVICES. Any service outside of the services stated herein and, in the Exhibits, attached hereto, must be pre-approved by the City, in writing, and in accordance with the City of Bentonville Purchasing Policy prior to any additional work proceeding.

7. INVOICING. Contractor shall submit an invoice (or Pay Application), for work performed or materials stored on-site, to the City's Contact for review. Invoices approved for payment will be processed by the City. Payment will only be made for actual work completed and approved by the City's Contact.

a. The Contractor may choose to submit progress invoices (for actual work performed or materials stored on site) or one invoice after 100% completion.

8. PAYMENT.

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

b. Service Failure. In the event of a service failure, where the service performed is not in accordance with the specifications set forth by the City, or otherwise not in accordance with this Contract, the City may withhold sums otherwise due to Contractor that are specifically for the area in which the service failure occurred, until



CITY OF BENTONVILLE, ARKANSAS

correction of the service failure is confirmed. In the event that Contractor fails to correct the service failure within forty-eight (48) hours of being notified, or if the Contractor fails to correct the service failure in a manner which brings the work into specification as approved by the City's contact, the City reserves the right to cancel the Contract immediately.

9. TERMINATION FOR LACK OF FUNDS. If, for whatever reason, adequate funding is not made available by City to support or justify continuation of the level of services to be provided by Contractor under this Contract, City may terminate or reduce the amount of services to be provided by Contractor under this Contract. In such event, City will notify Contractor in writing at least thirty (30) days in advance of such termination or reduction of services for lack of funds.

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

11. SUBCONTRACTING. Contractor may not subcontract or assign any of the services to be performed under this Contract without first obtaining the written approval of the City. Any Subcontractor approved by the City must be fully licensed and insured to perform the work.

12. INSURANCE. Contractor shall purchase and maintain, at minimum, such insurance as defined herein and furnish Certificates of Insurance to the City naming the City of Bentonville as additionally insured. The insurance shall be appropriate for the performance of the work, as described herein, and shall provide protection from damage occurring to City owned property and from, and any other claims which may arise out of or result from the Contractor's performance of the work; whether it is to be performed by the Contractor, any subcontractor



CITY OF BENTONVILLE, ARKANSAS

or supplier, or by anyone directly or indirectly employed by any of them to perform any of the work, or by anyone for whose acts any of them may be liable:

13. INDEMNIFICATION AND HOLD HARMLESS. For purposes of this Contract, Contractor agrees to indemnify, defend and hold harmless the City, its officers, appointees, employees, and agents from any and all loss, damage, liability or expense, of any nature whatsoever caused or incurred as a result of the negligence or other actionable fault of Contractor, its affiliates, subsidiaries, employees, agents, assignees, and subcontractors and their respective employees and agents. Contractor is not required hereunder to defend the City, its officers, appointees, employees, or agents from assertions that they were negligent, nor to indemnify and hold them harmless from liability based on the City's negligence.

14. SAFETY AND SUPERVISION. The Contractor shall be solely responsible for the safety, supervision and direction of Contractor's employees and personnel while performing the work pertaining to this Contract. The Contractor shall utilize their best skills and general industry best practices to ensure a safe work environment for the Contractor, Contractor's employees and personnel, and the civilians that may be located within work site(s) at the time when work is being performed. The Contractor shall, at all times, enforce strict discipline and good order among his employees and personnel, and shall not employ or contract any person to perform the services to be provided to the City that is not skilled or is unfit for providing such services.

15. TAXES, LICENSES AND PERMITS. The Contractor shall pay all Local, State and Federal taxes required by law and shall secure all permits and licenses necessary for the execution of the services described herein.

16. DAMAGES. All operations pertaining to the services described herein shall be confined to the areas awarded to Contractor as set forth herein and as are described in the Exhibits attached hereto, unless otherwise permitted by written communication from the City. The Contractor shall be solely liable for any damages caused by Contractor, or Contractor's employees or personnel, to such premises or otherwise in performance of this Contract.

17. ENTIRE CONTRACT. This Contract, including all documents and Exhibits included by



CITY OF BENTONVILLE, ARKANSAS

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

18. NO THIRD PARTY BENEFICIARIES. Nothing contained herein will create a contractual relationship with, or any rights in favor of, any Third Party.

19. INDEPENDENT CONTRACTOR. Contractor is an independent contractor and is not an agent or employee of City.

20. COMPLIANCE WITH LAWS. Contractor will abide by all applicable federal, state and local laws, ordinances and regulations applicable at the time the services are rendered.

21. APPLICABLE LAW, JURISDICTION, VENUE. Interpretation of this Contract and disputes arising out of or related to this Contract will be subject to and governed by the laws of the State of Arkansas. Jurisdiction and venue for any suit arising out of or related to this Contract will be in the District Court of Benton County, Arkansas.

22. SEVERABILITY. If any provision of this Contract is determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) will be null and void; provided, however, that the remaining provisions of this Contract will be unaffected and will continue to be valid and enforceable.

23. AMBIGUITY. If any ambiguity, inconsistency or conflict arises in the interpretation of this Contract, the same will be resolved by reference first to the terms and conditions of this

Administrative Services
Purchasing and Compliance Department
1000 SW 14th Street
Bentonville, AR 72712



CITY OF BENTONVILLE, ARKANSAS

City Hall
305 SW A Street
Bentonville, AR 72712

Contract.

[Signature Page Follows]

Administrative Services
Purchasing and Compliance Department
1000 SW 14th Street
Bentonville, AR 72712



CITY OF BENTONVILLE, ARKANSAS

City Hall
305 SW A Street
Bentonville, AR 72712

SIGNATURE PAGE

The Parties hereto have caused this Contract to be executed this
_____ (the effective date).

CITY OF BENTONVILLE, ARKANSAS

By: _____
Stephanie Orman, Mayor

By: _____
(Signature)

**By signing this Contract, Signor attests that they are
authorized to bind this Company to this Contract.*

Name (printed): _____

Title: _____

B's Tree & Landscape

Address: _____

Date: _____



EXHIBIT A

SCOPE OF WORK



SCOPE OF WORK

Contractor will perform the following services for this Project:

This project involves the removal of fallen trees from a chain-link fence, clearing an 8-foot path on both sides of the fence, establishing a crude trail, repairing or replacing the damaged chain-link fence, and disposing of damaged fencing materials.

- One mobilization to Bentonville – Wastewater Recovery Facility.
- Safely remove all fallen trees and debris currently leaning on or entangled with the chain-link fence.
- Ensure no damage is caused to undamaged sections of the fence during the removal process.
- Clear an 8-foot-wide path along both sides of the fence (16 feet total).
- Remove vegetation, debris, and any obstructions to create a clear area around the fence.
- Create a basic, walkable trail adjacent to the fence to facilitate future maintenance access.
- Use natural or on-site materials where applicable to minimize costs and environmental impact.
- Inspect the fence and document sections requiring repair versus replacement.
- Remove and dispose of damaged fencing materials.
- Repair or replace damaged sections of the chain-link fence as required.
- Transport and dispose of all removed trees, vegetation, and damaged fencing materials in compliance with local regulations.

Administrative Services
Purchasing and Compliance Department
1000 SW 14th Street
Bentonville, AR 72712



CITY OF BENTONVILLE, ARKANSAS

City Hall
305 SW A Street
Bentonville, AR 72712

EXHIBIT B

CONTRACTOR'S QUOTE

ESTIMATE

B's Tree And Landscape
5 Hampstead Cir
Bella Vista, AR 72714

white.brennon@yahoo.com
+1 (479) 721-1085



Bill to
City Of Bentonville
1901 NE A St

Ship to
City Of Bentonville
1901 NE A St

Estimate details

Estimate no.: 1080
Estimate date: 12/03/2024

#	Date	Product or service	Description	Qty	Rate	Amount
1.		water depot	Removal of fallen trees from chain link fence Clear 8 foot path along both sides of fence and make a crude trail Building chain link fence \$15 a linear ft	1	\$13,000.00	\$13,000.00
2.		chain link fence	Repair and replace damaged chain link fence Disposal of damaged fence \$15 per linear foot 1347 ft	1347	\$15.00	\$20,205.00
3.		Subtotal	Subtotal			\$33,205.00
4.		water depot	Tax	1	\$3,154.48	\$3,154.48
					Total	\$36,359.48

Accepted date

Accepted by

Administrative Services
Purchasing and Compliance Department
1000 SW 14th Street
Bentonville, AR 72712



CITY OF BENTONVILLE, ARKANSAS

City Hall
305 SW A Street
Bentonville, AR 72712

EXHIBIT C

FEMA CONTRACT PROVISIONS

CONTRACT ADDENDUM
FEMA CONTRACT REQUIREMENTS

ARTICLE 1. REQUIRED CONTRACT PROVISIONS

1.01 Contract Requirements.

This contract may be eligible for FEMA reimbursement. FEMA requires inclusion of the following contract provisions for procurement under exigent or emergency circumstances. The Parties must comply with these provisions as a minimum. In the event of a conflict with other provisions in this contract that address the same or a similar requirement, the provisions that are stricter and impose the greater duties upon Contractor shall apply.

1.02 Remedies.

In addition to all other remedies included in this contract, Contractor shall, at a minimum, be liable to the City for all foreseeable damages it incurs as a result of Contractor violation or breach of the terms of this contract. This includes without limitation any costs incurred to remediate defects in Contractor's services and/or the additional expenses to complete Contractor's services beyond the amounts agreed to in this contract, after Contractor has had a reasonable opportunity to remediate and/or complete its services as otherwise set for in this contract. All remedies provided for in this contract may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

1.03 Termination.

- (1) *Termination for Convenience by the City.* In compliance with 2 C.F.R. Part 200, Appendix II(B), the city reserves the right to terminate this Contract, without any penalty whatsoever, upon fifteen (15) calendar days' notice to the Contractor.
- (2) *Termination for Cause.* In compliance with 2 C.F.R. Part 200, Appendix II(B), if either party fails to perform a material obligation under this Contract, the other party may consider the non-performing party to be in default and may assert a default claim by giving the non-performing party a written and detailed notice of default. "Material" shall mean an essential term or obligation of this Contract. Except for default by a party for failing to pay any amount when due under this Contract, which must be cured within ten (10) calendar days after the receipt of written notice of default, the defaulting party will have will have ten (10) calendar days after receipt of the written notice of default to either (i) cure the default or (ii) if the default is not curable within ten (10) calendar days, to provide a written cure plan. The defaulting party will begin implementation of

the cure plan immediately after receipt of written notice that the other party approves the plan. If the defaulting party fails to cure the default, the non-defaulting party may terminate any unfulfilled portion of this Contract. Upon termination of this Contract, each party shall pay to the other party any funds due under this Contract up to the date of termination. In the event of termination, all finished or unfinished drawings, surveys, and reports prepared by the Contractor shall, at the option of the City, become the City's property, and the Contractor shall be entitled to receive just and equitable compensation for services rendered in accordance with the Contract Documents up to the effective date of termination pursuant to the terms of the Contract Documents, as long as the total payment to the Contractor does not exceed the maximum compensation set forth in the agreement.

ARTICLE 2. ADDITIONAL REQUIRED CONTRACT PROVISIONS

2.01 Nondiscrimination and Equal Employment Opportunity.

Pursuant to 41 C.F.R Part 60-1.4(b), during the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a

formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a state or

local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

2.02 Compliance with the Davis-Bacon Act

- (1) All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- (2) Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- (3) Additionally, contractors are required to pay wages not less than once a week.

2.03 Compliance with the Copeland "Anti-Kickback" Act.

- (1) *Contractor.* The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (2) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier

subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

- (3) *Breach.* A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

2.04 Compliance with the Contract Work Hours and Safety Standards Act.

- (1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required.
- (3) *Withholding for unpaid wages and liquidated damages.* The City of Bentonville shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages.
- (4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in herein and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor.

2.04 Clean Air Act and the Federal Water Pollution Control Act.

Clean Air Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to the City of Bentonville and understands and agrees that the City of Bentonville will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- (1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the City of Bentonville and understands and agrees that the City of Bentonville will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

2.05 Suspension and Debarment.

- (1) This contract is a covered transaction for the purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by City of Bentonville. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available

to City of Bentonville, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

2.06 Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended).

- (1) Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

(2) Appendix A, 44 C.F.R. Part 18 – Certification Regarding Lobbying

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

2.07 Procurement of Recovered Materials, 2 C.F.R., Appendix II(J); and 2 C.F.R. §200.322.

- (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired –

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

- (2) Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- (3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

ARTICLE 3. FEMA-RECOMMENDED CONTRACT PROVISIONS

3.01 Access to Records.

The following access to records requirements apply to this Contract:

- (1) The Contractor agrees to provide the City of Bentonville, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Contract.
- (4) In compliance with the Disaster Recovery Act of 2018, the City of Bentonville and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

3.02 Changes/Modifications.

- (1) *Contract*. Any modification to this Contract shall be in writing, signed by all parties to the Contract.
- (2) *Contract Price*. The total Contract Price plus shall not be increased without the prior approval of the Bentonville City Council in the form of a Council resolution and prior written approval signed by the City's Mayor.
- (3) *Change Order*. The City of Bentonville may, at any time, as the need arises, order changes in the scope of the Work without invalidating the Contract, provided, the cost of the change, modification, change order, or constructive change is allowable, allocable, within the scope of grant or cooperative agreement, and reasonable for the completion of project scope. Any changes to the Work shall be set forth in writing in a

Change Order signed by the Mayor or the Mayor's designee. If such changes increase or decrease the time required for performance of the Work, an equitable adjustment may be authorized by a Change Order signed by the Mayor and approved by the Bentonville City Council, if necessary or required.

(4) *Modification.* No conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary the terms or conditions of this Contract shall be binding unless hereafter made in writing and signed by the party to be bound, and modification shall be effected by the acknowledgment or acceptance of any forms containing terms or conditions or variance with or in addition to those set forth in this Contract.

3.03 Non-Use of DHS Seal, Logo, and Flags.

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

3.04 Compliance with Federal Law, Regulations, and Executive Orders.

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the Contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

3.05 No Obligation by the Federal Government.

The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the Contract.

3.06 Program Fraud and False or Fraudulent Statements or Related Acts.

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.



+ Please Enter Address Here



NW TALL OAKS AVE



300ft

-94.203 36.396 Degrees

Measurement_2

Feet

Measurement Result

2,412.6 Feet

Clear

Press CTRL to enable snapping

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH B’S TREE AND LANDSCAPE, IN THE AMOUNT OF THIRTY-SIX THOUSAND THREE HUNDRED FIFTY-NINE DOLLARS AND FORTY-EIGHT CENTS (\$36,359.48), TO REPAIR FENCE DAMAGE AT THE WATER RESOURCE RECOVERY FACILITY; ADJUSTING THE 2025 BUDGET TO APPROPRIATE THE SAME; AND FOR OTHER PURPOSES.

WHEREAS, fence damage was sustained to the Water Resource Recovery Facility (WRRF) from the May 26, 2024 storm;

WHEREAS, B’s Tree & Landscape was the lowest estimate received from multiple vendors;

WHEREAS, this amount will be submitted to FEMA for seventy-five percent (75%) reimbursement; and

WHEREAS, a budget adjustment will be needed.

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

Section 1: The Mayor and City Clerk are hereby authorized to enter into an agreement with B’s Tree & Landscape, for clean up and fence repair at the WRRF, in an amount not to exceed thirty-six thousand three hundred fifty-nine dollars and forty-eight cents (\$36,359.48);

Section 2: The 2025 Budget is amended to appropriate thirty-six thousand three hundred fifty-nine dollars and forty-eight cents (\$36,359.48) from Utility Fund Reserves to Account #503030-44430 – Building/Ground Maintenance;

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

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

PASSED AND APPROVED THIS ____ DAY OF _____, 2025.

APPROVED:

STEPHANIE ORMAN, Mayor

ATTEST:

MALORIE MARRS, City Clerk



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:		Submitted By:	
Phone:		For Department(s):	
Email:			

Item Type (Check all that apply)

<input type="checkbox"/> Informational	<input type="checkbox"/> Bid Award	<input type="checkbox"/> Enter into an Agreement	<input type="checkbox"/> Change Order
<input type="checkbox"/> Recognizing Funds	<input type="checkbox"/> Budget Adjustment	<input type="checkbox"/> Waiver of Bid	<input type="checkbox"/> Emergency Clause
Ordinance	Resolution	Informational	

Title, Recommendation & Justification

Title:	
Action Recommendation & Justification:	
Additional Comments for Consideration (Optional):	

Amount for Approval:	\$	
-----------------------------	----	--

Budget Impact

Is this Item Budgeted? YES NO ITEM HAS NO COST OTHER: _____

Budget Adjustment (to be completed by Finance when applicable)

Account Number (ORG-OBJECT)	Account Description	\$	\$
		Expense	Revenue
		\$	\$
		Expense	Revenue
		\$	\$
		Expense	Revenue
		\$	\$
		Expense	Revenue

Fund(s) Impacted

(check all that apply)

General Fund Utility Fund Street Fund Other(s): _____

Budget Impact Notes for Consideration (Optional):



CITY OF BENTONVILLE, ARKANSAS

Purchasing and Compliance Department – 1000 SW 14th Street, Bentonville Arkansas 72712

City Hall – 305 SW A Street Bentonville, Arkansas 72712

AMENDMENT TO INVITATION FOR BID CONTRACT

This amendment (the “Amendment”), dated January 28, 2025 is made by the City of Bentonville, Arkansas (“City”) and Chemtrade Chemicals US LLC (“Contractor”), parties to the Invitation for Bid (IFB)-21-91 with Bentonville Wastewater Department, for Liquid Aluminum Sulfate, As Needed, dated February 8, 2022 (the “Agreement”).

1. In accordance with Section 3 (Contract Term), the Agreement may be renewed upon mutual written agreement via amendment.
2. The Agreement is amended as follows:
3. The Parties have mutually agreed to renew the Agreement for a one (1) annual term, as follows:
 - a. One (1) year, beginning on February 12, 2025, and ending on February 12, 2026.
4. The Parties have mutually agreed to increase the per gallon cost from \$1.0742/gallon plus tax to \$1.183/gallon plus tax.
5. The estimated total of payments for the renewal term is estimated to be \$65,000.00.
6. This amendment shall be effective immediately when fully executed.
7. Except as set forth in this amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Agreement, or any earlier amendment, the terms of this amendment shall prevail.

THE CITY OF BENTONVILLE, ARKANSAS

BY: _____
Stephanie Orman, Mayor

DATE: _____

Company Name: _____

BY: _____

Name(printed): _____

DATE: _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT AMENDMENT WITH CHEMTRADE CHEMICALS US, LLC., EXTENDING THE PURCHASE OF ALUMINUM SULFATE FOR THE WATER RESOURCE RECOVERY FACILITY, ON A PRICE PER GALLON PLUS TAX BASIS; AND FOR OTHER PURPOSES.

WHEREAS, staff requests approval to enter into a contract amendment with Chemtrade Chemicals US, LLC.;

WHEREAS, this amendment extends the contract term, covering the purchase of Aluminum Sulfate to aid in the precipitation of phosphorus at the Bentonville Wastewater Department on a per gallon price;

WHEREAS, the contract amendment allows the pricing to be carried forward with the mutually agreed price increase per gallon plus tax; and

WHEREAS, this will be paid with budgeted funds.

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

Section 1: The Mayor and City Clerk are authorized to enter into a contract amendment with Chemtrade Chemicals US, LLC., for the purchase of Aluminum Sulfate on a price per gallon plus tax basis;

Section 2: The per gallon cost is one dollar and eighteen cents (\$1.183) per gallon plus tax;

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

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

PASSED and APPROVED this _____ day of _____, 2025.

APPROVED:

Stephanie Orman, MAYOR

ATTEST:

Malorie Marrs, CITY CLERK



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:		Submitted By:	
Phone:		For Department(s):	
Email:			

Item Type (Check all that apply)

<input type="checkbox"/> Informational	<input type="checkbox"/> Bid Award	<input type="checkbox"/> Enter into an Agreement	<input type="checkbox"/> Change Order
<input type="checkbox"/> Recognizing Funds	<input type="checkbox"/> Budget Adjustment	<input type="checkbox"/> Waiver of Bid	<input type="checkbox"/> Emergency Clause
<input type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Informational	

Title, Recommendation & Justification

Title:	
Action Recommendation & Justification:	
Additional Comments for Consideration (Optional):	

Amount for Approval:	\$
-----------------------------	----

Budget Impact

Is this Item Budgeted? YES NO ITEM HAS NO COST OTHER: _____

Budget Adjustment (to be completed by Finance when applicable)

Account Number (ORG-OBJECT)	Account Description	\$	\$
		Expense	Revenue
		\$	\$
		Expense	Revenue
		\$	\$
		Expense	Revenue
		\$	\$
		Expense	Revenue

Fund(s) Impacted

(check all that apply)

General Fund **Utility Fund** **Street Fund** **Other(s):** _____

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

January 8th, 2025

To: Bentonville, City of
1000 SW 14TH ST
Bentonville, AR 72712

Subject: Sole Source for Muffin Monster Parts
Federal Tax ID# 45-2771126

To whom it may concern,

JWC Environmental is the inventor and owner of the Muffin Monster, Channel Monster, Auger Monster, Screenings Washer Monster, Honey Monster and Monster Screening Systems. We hold numerous patents and trademarks on these products.

JWC Environmental is the sole manufacturer of these products and the exclusive source for service parts for this equipment.

JWC Environmental operates the only Service Centers that are factory authorized to perform repairs on Muffin Monster, Channel Monster, Auger Monster, Screenings Washer Monster, Honey Monster and Monster Screening Systems.

All repairs will be performed at a JWC Environmental Service Center and will come with a one (1) year warranty.

Please feel free to contact me at 800-331-2277 or Irene.gomez@sulzer.com if we can provide any additional information.

Best Regards,

Irene Gomez
Customer Service
Phone: 800-331-2277
Fax: 714-549-4007
Email: Irene.gomez@sulzer.com





Department Sole Source Justification Form

Purchasing and Compliance Department

Sole source procurements of commodities and services must only be available from a single source and cannot be competitively bid. Pursuant to the law, sole source requests will not be processed without proper justification and compliance with the statutes, rules, and policy.

Complete this form for contracts with a value greater than \$12,500 (total) where bidding may be restricted or where multiple proposals can not be obtained. Completing this form does not guarantee that the proposed vendor will be selected.

This completed form must be submitted with the Contract Request Form along with any additional supporting documentation.

Requesting Department Name

Wastewater

Department 2 (if applicable)

Supplier Name

JWC Environmental

JUSTIFICATION

Note: Brand name preferences, aesthetic design specifications, or price are not sufficient justification for sole source procurements. Select one or more of the following statements (check the box) to support why the contract request attached and noted above should be a single/sole source purchase. ANY selection requires explanation in the additional space provided.

- 1. Items sold through vendor only; no other comparable vendor available.
- 2. Must match existing piece of equipment. Available only from the same source of original equipment.
- 3. Upgrade to existing system. Available only from the producer of this system who sells on a direct basis only.
- 4. Repair/Maintenance service requires expertise in operations on unit. Necessary parts unavailable from any source except original equipment manufacturer or their designated servicing dealer.
- 5. Service(s) provided by the vendor are unique and therefore competitive bids are not applicable.
- 6. Other reason.

Explanation is required for ANY selected statement. Information provided might include research performed or subject matter expertise detailed to justify the use of this particular vendor. This must clearly indicate why the proposed vendor is the ONLY vendor that will meet your requirements. (Please attach documents if additional space is required)

Explanation:

JWC Environmental is the manufacturer of the barscreen at our McKissic Lift Station. The equipment being ordered must fit this particular piece of equipment and that piece of equipment can't be bid out.

FURTHER JUSTIFICATION

Is this sole source based on performance specifications, and if so, what is the unique performance requirement?

Yes, no other parts or equipment fit the existing barscreen, grinder and auger.

And, why is this feature necessary?

This equipment removes larger inorganic materials from the waste stream.

Can requirements be modified so that the services or commodity may be competitively bid? If no, why?

No, all components are designed to work in tandem with each other,

Are there patent, copyright, or proprietary rights which make the required service or commodity unavailable from other sources? If yes, describe.

Yes, if commodity was available elsewhere we would have to change all aspects of the barscreen, g

What would the agency do if the service or commodity were no longer available?

We would have possibly have a redesign of the existing influent channel at this location.

Detail any program considerations, which make the use of a "Sole Source" critical to the agency.

Sole source is critical for our department due to the fact that materials and equipment are true OEM

I certify that to the best of my knowledge I have investigated and found that the above reasons and explanations justify this contract request as a single/sole source procurement, and that price reasonableness is adequately confirmed. I am the individual who has gathered and provided this detailed information and any further questions regarding these details can be directed to my attention.

Signature  Date 1/29/20

Print Name Chris Earl Title Manager

E-mail Address cearl@bentonvillear.com Phone # 479-696-0273

Purchasing and Compliance Manager Approval



Justification appears appropriate.



Justification appears inappropriate. Explanation is attached.

Purchasing and Compliance Signature 

Date 1/29/25



Customer Service Center
 2600 S. Garnsey Street
 Santa Ana, CA 92707 USA
 Phone: 949 833-3888
 Toll Free: 800 331-2277
 Fax: 714 242-0240

Customer: 6004991
 Joshua Epling
 Bentonville, City of
 1901 NE A St
 Bentonville, AR 72712-9107
 US - UNITED STATES

 (479)696-0296
 jepling@bentonvillear.com

Quote Number: C-129137-B6F8-A
Quote Date: 01/27/2025
Terms: Net 30
Pricing: Valid 60 Days
FOB: Origin
Lead Time: 10-12 Weeks ARO / Shipping & Handling Included
Grinder Serial #: S046963-1-1 & 103439-2-1
Ticket #: C-129137-B6F8

Project: McKisic Lift Station #1

We thank you for your inquiry and are pleased to quote pricing and delivery on the equipment listed below. This quotation is subject to terms and conditions listed on the JWC Environmental "Terms and Conditions" page, and in Clarifications and Exclusions listed below.

Part Number	Description	Qty	Unit Price	Extended Price
40002-0018	40002-0018 Macho Monster Renew 11T Cam Cutters 1:1 Stack Hardened Alloy STL Severe Duty Seals Buna N Elastomers Cork & Rubber Gaskets Drive/Driven Scraper Side Rails Drilled End Housings Motor Type: Electric Less Motor Less Reducer Less Spool Grinder SN: TBD Paint Epoxy Green ***** *Used with an SWM* *****	1	\$34,971.00	\$34,971.00
SWA0747-900-250-SV -SS	ROTOR & GBOX ASY (SV) Paint Coal Tar Epoxy (spiral rotor) Paint Epoxy Green (motor/gearbox/adaptor spool)	1	\$26,103.94	\$26,103.94
Shipping	Estimated Shipping & Handling Included	1	\$0.00	\$0.00

Please verify serial number is correct.

Sub Total \$61,074.94
Tax
Total \$61,074.94

Notes:

1. Please fax or mail a Purchase Order for the total amount and we can process your order. Please include the following:



Customer Service Center
2600 S. Garnsey Street
Santa Ana, CA 92707 USA
Phone: 949 833-3888
Toll Free: 800 331-2277
Fax: 714 242-0240

- Bill to Address, Ship to Address, and sales tax exemption certificate.
2. Reference the JWC quote number on your purchase order..
 3. Availability of parts are subject to change at any time.
 4. 20% restocking fee on all returns.
 5. Sales tax is not included in price.
 6. JWCE standard one year warranty included except for older models i.e. GTS, MS and SPF models.
 7. Subject to attached JWC Environmental Standard Terms and Conditions of Sale.

Clarifications and Exceptions

1. Subject to attached JWC Environmental Standard Terms and Conditions of Sale.
2. All quotes on orders over \$250,000 include milestone payments of 30% on Approved Submittals; 70% on Shipment.

Thank-You for your Business!

JWC Environmental Inc
Jorge Gasca
Customer Service

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH JWC ENVIRONMENTAL, FOR THE PURCHASE OF REQUIRED PARTS TO REBUILD THE WATER RESOURCE RECOVERY FACILITY BARSCREEN, IN THE AMOUNT OF SIXTY-SIX THOUSAND EIGHT HUNDRED SEVENTY-SEVEN DOLLARS AND SIX CENTS (\$66,877.06) PLUS APPLICABLE SHIPPING COST; WAIVING COMPETITIVE BIDDING; PROVIDING FOR THE EMERGENCY CLAUSE; AND FOR OTHER PURPOSES.

WHEREAS, the Bentonville Water Resource Recovery Facility (WRRF) requests the purchase of all required parts to completely rebuild the WRRF Barscreen;

WHEREAS, this is a critical piece of equipment that must be repaired to maintain proper treatment of the incoming wastewater stream;

WHEREAS, JWC Environmental is the sole-source provider of required parts; therefore, bidding would not result in competitive submittals; and

WHEREAS, this agreement will be funded with budgeted monies.

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

Section 1: The Mayor and City Clerk are authorized to enter into an agreement with JWC Environmental, for the purchase of required parts to rebuild the WRRF Barscreen, in the amount of sixty-six thousand eight hundred seventy-seven dollars and six cents (\$66,877.06) plus applicable shipping cost;

Section 2: There exists an exceptional circumstance whereby the requirements of competitive bidding are neither practical nor feasible and the City Council; therefore, waives the requirements of competitive bidding for the purchase of all required parts to completely rebuild the WRRF Barscreen;

Section 3 - Emergency Clause: The need to make this purchase is immediate, an emergency is hereby declared to exist, and this Ordinance shall be in full force and effect from the date of its passage and approval;

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

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

PASSED this _____ day of _____, 2025.

APPROVED:

ATTEST:

STEPHANIE ORMAN, Mayor

MALORIE MARRS, City Clerk



Final Plat - Lots 1-147 of Hope Hill Subdivision
Ginn Road
PC Date: 1/7/2025

Staff Report Details

Project Number	FP24-0016
Applicant / Current Owner	
Site Area	+/- 22.63 Acres
Current Zoning	
Requested Zoning	
Current Future Land Use Map Designation	
Requested Future Land Use Map Designation	
Development Type / Use	
Related projects	

Property Description

Final Plat: Hope Hill Subdivision, creating new Lots 1-147, NWA LD LLC, Ginn Road, R-2, Medium Density Two Family and Townhome Residential, FP24-0016

A final plat of Hope Hills, creating new lots 1-147. This plat dedicates utility easements along the exterior of the new lots, as well as multiple drainage easements to serve the subdivision. Lot 147 is a storm water detention pond. The plat also dedicates right of way for the new public streets that were built to serve the subdivision. The plat adheres to all requirements of the Land Development Code.

Project Details

Relationship to the Community Plan

Public Comment

Has Staff received Public Comment at the time of this report? : **No**

Analysis / Waivers

Conclusion

Additional Details



Pending PC Item

RSIDE DR

CITATION ST

MOONRISE ST

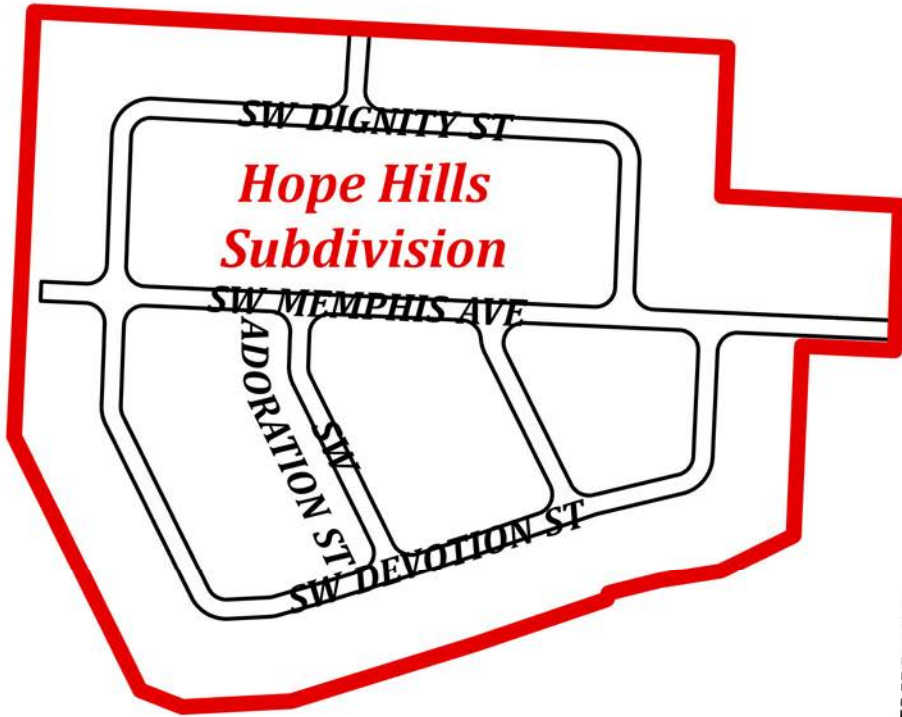
GROVE LN

GROVE LN

S MAIN ST

DENVER DR

WILLIAMS CT



Hope Hills Subdivision

BROOKSIDE RD

GINN RD

SW GYPSUM AVE

SW GNEISS AVE



FP24-0016
Hope Hills Subdivision
Ginn Road



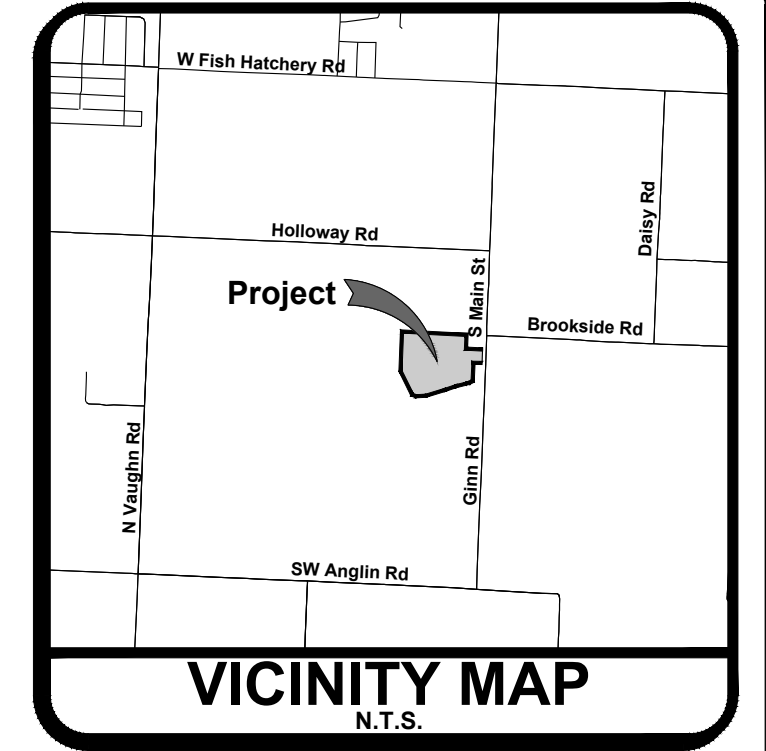
FINAL PLAT OF:

HOPE HILL SUBDIVISION

REPLAT OF OSAGE HILLS LOT SPLIT, LOT 13

CREATING HOPE HILL SUBDIVISION, LOTS 1-147

BENTONVILLE, BENTON COUNTY, ARKANSAS



CONTACT INFORMATION:

DEVELOPER / PROPERTY OWNER:
Parcel #: 01-18730-000
NWA LD LLC
PO BOX 10560
FAYETTEVILLE, AR 72703
(479) 438-0375

CIVIL ENGINEER/SURVEYOR
Phil Swope, P.E.
Swope Engineering
3511 SE J Street, Suite 9
Bentonville, Arkansas 72712
(479) 685-8399 office
(479) 250-4285 fax

CITY OF BENTONVILLE - ENGINEERING DEPARTMENT
ATTN: ELLEN NORVELL, CITY ENGINEER
3200 SW MUNICIPAL DRIVE
BENTONVILLE, AR
PH: (479) 271-5993

CITY OF BENTONVILLE - STORMWATER
ATTN: ALISON WEST
3200 SW MUNICIPAL DRIVE
BENTONVILLE, AR 72712
PH: (479) 271-6719
JWEST@BENTONVILLEAR.COM

CITY OF BENTONVILLE - PLANNING DEPARTMENT
ATTN: TYLER OVERSTREET
305 SW A STREET
BENTONVILLE, AR 72712
PH: (479) 271-3122

CITY OF BENTONVILLE - BUILDING AND FIRE SAFETY
ATTN: BRAD ARNOLD
305 SE A STREET
BENTONVILLE, AR 72712
PH: 479-271-3108

CITY OF BENTONVILLE - FIRE DEPARTMENT
ATTN: JUSTIN SCANTLIN, FIRE CHIEF
800 SW "A" STREET
BENTONVILLE, AR 72712
PH: 479-271-5927
PH: 479-685-1096

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

CITY OF BENTONVILLE - WATER DEPARTMENT
ATTN: BEAU THOMPSON
3200 SW MUNICIPAL DRIVE
BENTONVILLE, AR 72712
PH: (479) 271-3140

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

CITY OF BENTONVILLE - WASTEWATER DEPARTMENT
ATTN: CHRIS EARL
1901 NE A STREET
BENTONVILLE, AR 72712
PH: (479) 271-3161

CITY OF CENTERTON UTILITIES
Centernton Water & Sewer Dept.
517 N MAIN ST.
Centernton, AR 72719
CONTACT: Frank Holzkamper
(479) 795-0222 OFFICE
(479) 866-4630 CELL
frank@centertonutilities.com

CITY OF CENTERTON PUBLIC WORKS
290 North Main Street
Centernton, AR 72719
CONTACT: Anthony Martinez
(479) 795-2750 OFFICE Ext. 251
amartinez@centertonar.us

UTILITY INFORMATION:

GAS COMPANY
BLACK HILLS ENERGY
ATTN: JOSH KNIGHT
1301 FEDERAL WAY
PO BOX 2129
LOWELL, AR 72745
PH: 479-721-7005
JOSHUA.KNIGHT@BLACKHILLSCORP.COM

TELEPHONE COMPANY
AT&T
ATTN: BRENT BALDWIN
1133 E. HAROLD ST
FAYETTEVILLE, AR 72701
PH: 479-200-9022
BB6585@ATT.COM

CABLE COMPANY
COX COMMUNICATIONS
ATTN: TIMOTHY GOSS
4901 S. 48TH STREET
SPRINGDALE, AR 72762
PH: 479-651-5583
TIMOTHY.GOSS@COX.COM

ARKANSAS DOT
ATTN: BEN KERWOOD
215 INDUSTRIAL PARK ROAD
PO BOX 610
HARRISON, AR 72602
BENJAMIN.KERWOOD@AHTD.GOV

ARKANSAS DEPARTMENT OF HEALTH
ATTN: ADAM PARKER
DIVISION OF ENGINEERING, SLOT 37
4815 W MARKHAM
LITTLE ROCK, AR 72205
501-661-2623 OFFICE
ADAM.PARKER@ARKANSAS.GOV

CARROLL ELECTRIC
ATTN: RYAN BUTLER
PO BOX 329
BENTONVILLE, AR 72712
PH: 479-273-2421 EXT 1415
RBTULER@CARROLLECC.COM

NOTES:

- THERE ARE NO WAIVERS, VARIANCES, AND/OR CONDITIONAL USES AT THE TIME OF PREPARING THIS PLAT OR PLAN.

PARENT TRACT SURVEY DESCRIPTION

BEGINNING AT THE NW CORNER OF LOT 38 BEING A FOUND NAIL IN THE TOP OF A FENCE POST; THENCE S87°01'11"E 1009.86' TO A FOUND 5/8" IRON REBAR; THENCE S02°11'22"W 215.69' TO A FOUND 5/8" IRON REBAR; THENCE S07°00'20"E 258.77' TO A FOUND 5/8" IRON REBAR; THENCE S02°00'43"W 210.37' TO A FOUND 5/8" IRON REBAR; THENCE N87°22'43"W 135.15' TO A FOUND 5/8" IRON REBAR; THENCE S02°37'20"W 275.52' TO A FOUND 5/8" IRON REBAR; THENCE S48°49'00"W 12.65' TO A FOUND 5/8" IRON REBAR; THENCE S65°31'18"W 105.74' TO A FOUND 5/8" IRON REBAR; THENCE S80°50'50"W 89.88' TO A FOUND 5/8" IRON REBAR; THENCE S75°41'09"W 76.44' TO A FOUND 5/8" IRON REBAR; THENCE S18°49'14"E 9.03' TO A FOUND 5/8" IRON REBAR; THENCE S71°11'02"W 199.25' TO A FOUND 5/8" IRON REBAR; THENCE S72°40'01"W 282.97' TO A FOUND 5/8" IRON REBAR; THENCE S86°59'50"W 158.54' TO A FOUND 5/8" IRON REBAR; THENCE N68°33'55"W 65.69' TO A FOUND 5/8" IRON REBAR; THENCE N26°17'38"W 413.92' TO A FOUND 5/8" IRON REBAR; THENCE N02°11'01"E 616.94' TO THE POINT OF BEGINNING, HAVING AN AREA OF 985,520 SQUARE FEET, 22.62 ACRES MORE OR LESS. SUBJECT TO ANY EASEMENTS AND/OR RIGHT-OF-WAYS OF RECORD.

Owner's Certification 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.

Owner _____ Date _____

Owner _____ Date _____

Source of Title: D.R. _____
Page _____

State of Arkansas
County of Benton
Subscribed and sworn before me this _____ day of _____, 2022.

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: _____
BENTONVILLE PLANNING
COMMISSION CHAIRMAN

SIGNED: _____
MAYOR CITY OF BENTONVILLE

SIGNED: _____
CITY CLERK OF BENTONVILLE

Sheet List Table	
Sheet Number	Sheet Title
FP1.0	Cover Sheet
FP1.1	Curve Tables
FP2.0	Overall Final Plat
FP2.1	Final Plat
FP2.2	Final Plat

BASIS OF BEARING:
ARKANSAS STATE PLANE,
COORDINATE SYSTEM,
(NAD-83) NORTH ZONE.

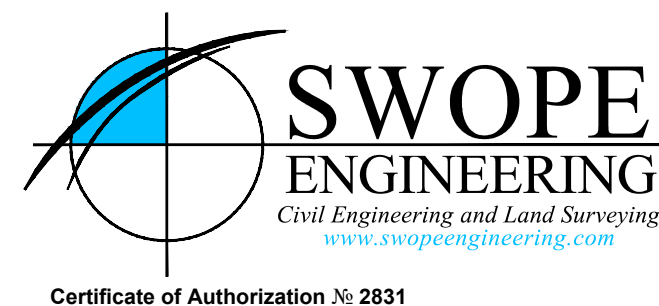
ZONING: R-2

FLOOD INFORMATION
THIS PROPERTY LIES IN ZONE "A" (SPECIAL FLOOD HAZARD AREAS INUNDATED BY 100-YEAR FLOOD) AS DETERMINED FROM THE F.I.R.M. MAPS OF BENTON COUNTY, ARKANSAS, AND INCORPORATED AREAS, MAP NUMBER C5007C0235K, EFFECTIVE DATE JUNE, 5 2012.

LOMA Case No: 23-06-2148A

SETBACK INFORMATION
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.

ZONE R-2



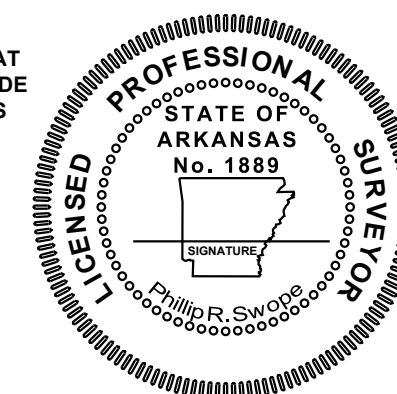
FINAL PLAT
FOR
HOPE HILL SUBDIVISION
NWA LD LLC
PO BOX 10560
FAYETTEVILLE, AR 72703

PARCEL# 01-18730-000

CERTIFICATE OF SURVEYING ACCURACY

I, PHILLIP R. SWOPE, 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 PROPERTY BOUNDARY SURVEYS AND PLANS HAVE BEEN MET.
DATE OF EXECUTION: _____

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



DRAWN BY: CLAYTON	JOB NUMBER: 20-115
SUBMITTAL DATE: 11/20/2024	City Number: FP24-0016
DRAWING NAME: 20-115 - PR-AB.dwg	
SHEET NUMBER: FP1.0	

Curve Table				
Curve #	Length	Radius	Chord Bearing	Chord Length
C1	28.46	17.98	S47° 17' 11.57"W	25.58
C5	28.18	18.00	N42° 32' 34.57"W	25.39
C6	25.95	68.00	N08° 37' 25.06"W	25.79
C7	24.72	68.00	N29° 58' 10.33"W	24.58
C8	25.86	68.00	N51° 16' 43.89"W	25.71
C9	23.19	68.00	N71° 56' 46.23"W	23.08
C10	6.26	68.00	N84° 21' 12.80"W	6.25
C11	28.07	18.00	N42° 18' 30.25"W	25.31
C12	28.46	18.00	S47° 43' 09.71"W	25.59
C13	4.84	68.00	N89° 01' 42.18"W	4.84
C14	23.78	68.00	N78° 54' 50.86"E	23.66
C15	25.28	68.00	N58° 14' 48.52"E	25.13
C16	25.06	68.00	N37° 02' 23.93"E	24.92
C17	24.00	68.00	S16° 22' 21.59"W	23.87
C18	4.84	68.00	N04° 13' 25.65"E	4.84
C19	28.41	18.00	S47° 23' 42.36"W	25.55
C20	28.14	18.00	S42° 36' 17.64"E	25.36
C21	5.36	68.00	S00° 04' 29.07"E	5.36
C22	28.44	68.00	S14° 18' 50.29"E	28.23
C23	7.40	68.00	S29° 24' 34.79"E	7.39

Curve Table				
Curve #	Length	Radius	Chord Bearing	Chord Length
C24	71.78	68.00	S62° 45' 58.79"E	68.49
C25	15.51	68.00	N80° 27' 23.48"E	15.48
C26	10.88	68.00	N71° 59' 06.77"E	10.87
C27	39.71	68.00	N50° 40' 17.63"E	39.15
C28	37.12	68.00	N18° 18' 15.37"E	36.66
C29	28.25	18.00	N47° 38' 12.52"E	25.44
C30	5.71	159.50	S88° 25' 09.95"E	5.71
C31	5.07	140.50	S88° 24' 41.50"E	5.07
C32	28.29	18.00	N42° 21' 47.48"W	25.47
C33	37.35	18.00	N33° 09' 21.14"E	31.00
C34	24.23	18.00	N64° 51' 46.87"W	22.44
C35	23.22	18.00	N39° 37' 04.51"E	21.64
C36	26.14	18.00	S45° 47' 14.29"E	23.90
C37	28.41	18.00	N47° 23' 42.36"E	25.55
C38	8.95	18.00	N12° 03' 16.98"W	8.85
C39	25.46	18.00	N66° 48' 56.74"W	23.39
C40	30.62	18.00	S22° 26' 34.12"W	27.06
C42	28.14	18.00	S42° 36' 17.64"E	25.36
C43	28.41	18.00	N47° 23' 42.36"E	25.55
C44	8.95	18.00	N12° 03' 16.98"W	8.85

Curve Table				
Curve #	Length	Radius	Chord Bearing	Chord Length
C45	20.96	18.00	N59° 39' 02.20"W	19.79
C46	31.09	18.00	S23° 11' 03.26"W	27.37
C47	26.86	68.00	S14° 58' 48.12"E	26.68
C48	6.94	68.00	S00° 44' 26.90"E	6.94
C49	28.14	18.00	N42° 36' 17.64"W	25.36
C50	28.37	18.00	S47° 27' 25.43"W	25.52
C51	28.05	18.00	S42° 20' 25.20"E	25.30
C52	28.53	18.00	N47° 35' 51.73"E	25.64

Curve Table: Roadway				
Curve #	Radius	Arc Length	Chord Direction	Chord Length
C53	165.50'	5.97'	S88° 24' 41.50"E	5.97'
C54	134.50'	4.81'	S88° 25' 11.11"E	4.81'
C55	43.00'	67.02'	N42° 20' 25.20"W	60.44'
C56	43.00'	68.16'	S47° 35' 51.73"W	61.25'
C57	43.00'	21.37'	S12° 03' 16.98"E	21.15'
C58	43.00'	50.07'	S59° 39' 02.20"E	47.29'
C59	43.00'	9.81'	N80° 27' 23.48"E	9.79'
C60	43.00'	4.04'	N73° 52' 25.45"E	4.04'
C61	43.00'	55.46'	N39° 37' 04.51"E	51.70'
C62	43.00'	21.86'	N11° 43' 36.81"W	21.63'
C63	43.00'	21.37'	N12° 03' 16.98"W	21.15'

r:\swope\20-115 snyder ridge subdivision\as built drawings\20-115 - pr-ab.dwg - Plotted on 11/20/2024 11:16:16 AM @ a scale of 1:1 to _dwg to pdf.pc3 by Clayton Duff

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LOMA Case No: 23-06-2148A

SETBACK INFORMATION
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ZONE R-2

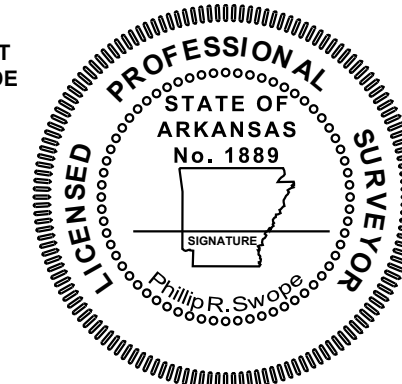


FINAL PLAT
 FOR
 HOPE HILL SUBDIVISION
 NWA LD LLC
 PO BOX 10560
 FAYETTEVILLE, AR 72703
 PARCEL# 01-18730-000

CERTIFICATE OF SURVEYING ACCURACY

I, PHILLIP R. SWOPE, 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 PROPERTY BOUNDARY SURVEYS AND PLANS HAVE BEEN MET.
 DATE OF EXECUTION: _____

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



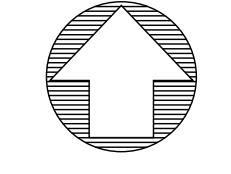
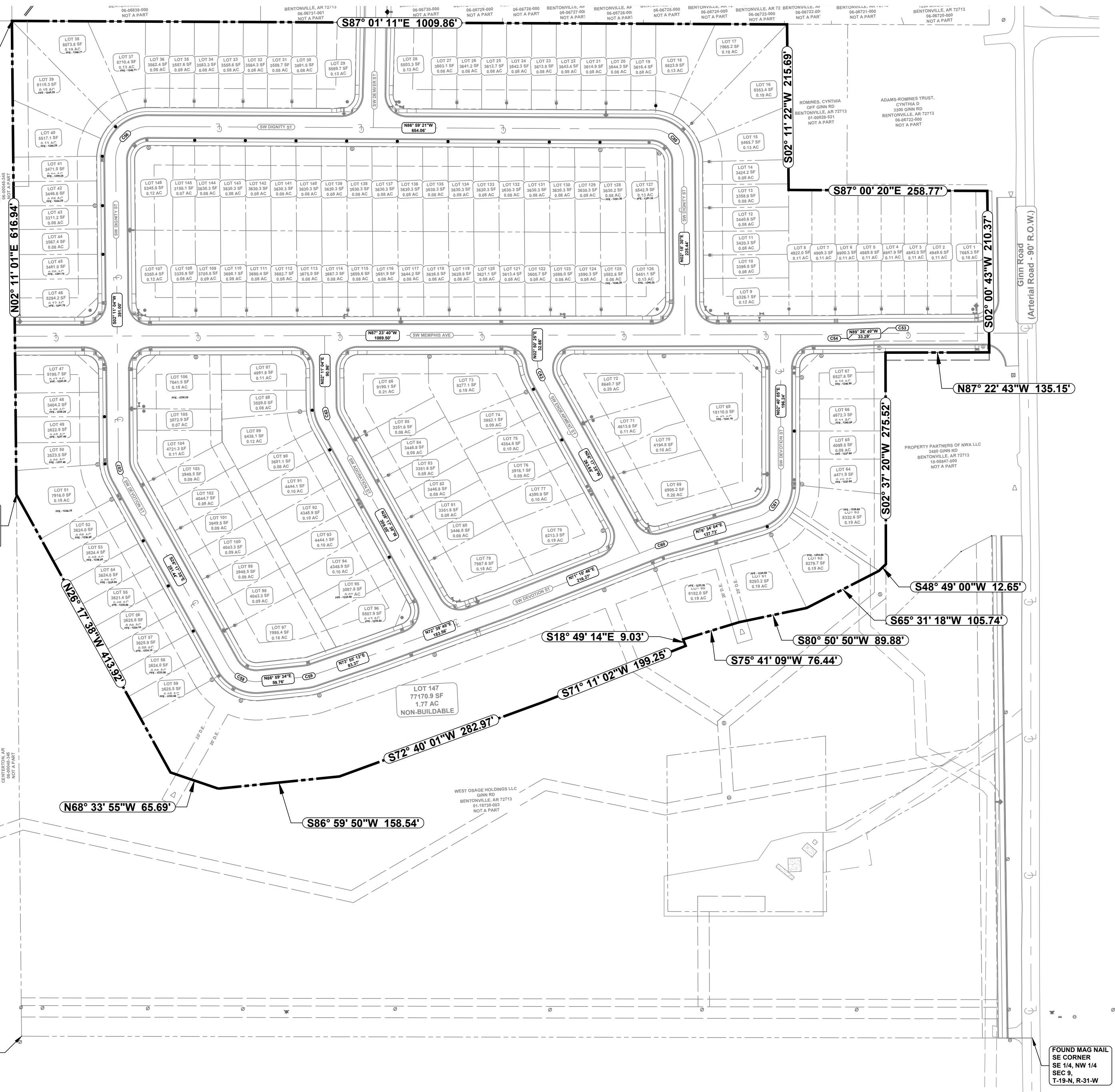
DRAWN BY: CLAYTON	JOB NUMBER: 20-115
SUBMITTAL DATE: 11/20/2024	City Number: FP24-0016
DRAWING NAME: 20-115 - PR-AB.dwg	
SHEET NUMBER: FP1.1	

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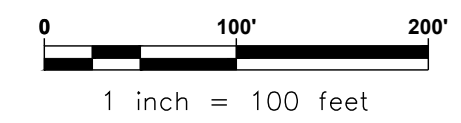
NW CORNER
SE 1/4, NW 1/4
T-19-N, R-31-W
N: 738448.5910
E: 637984.7730

FIP 5/8"
N: 737832.0947
E: 637961.2662
Convergence $\angle: .001' 18" 57"$
Combined Scale Factor: 1.00002256

FIP 5/8"
SW CORNER
SE 1/4, NW 1/4
T-19-N, R-31-W



GRAPHIC SCALE



BASIS OF BEARING:
ARKANSAS STATE PLANE,
COORDINATE SYSTEM,
(NAD-83) NORTH ZONE.

Recording Block

NOTES:

- WE HEREBY GRANT TO THE CITY OF BENTONVILLE A BLANKET AVIATION EASEMENT OVER THE ENTIRETY OF THIS SUBDIVISION PURSUANT TO MUNICIPAL CODE SECTION 401.12.
- SIDEWALKS SHALL BE THE RESPONSIBILITY OF THE BUILDER/OWNER AT TIME OF BUILDING PERMIT ISSUANCE.
- ALL SIDEWALKS SHALL BE INSTALLED BY THE TIME FRAMES SET FORTH IN 900.08 OF THE STREET SPECIFICATIONS.
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LEGEND

SURVEY FEATURES	SURVEYING SYMBOLS
BOUNDARY LINE	SET/FOUND 1/2" REBAR
FORTY LINE	SET/FOUND MAG NAIL
CENTERLINE OF ROAD	FENCE CORNER POST
RIGHT-OF-WAY	FOUND STONE
FENCE	STATE MONUMENT
	FOUND PIPE
	COMPUTED POINT
	SET/FOUND ALUM. MONUMENT
	SET/FOUND COTTON SPINDLE
	SET/FOUND PK NAIL
	RAILROAD SPIKE
	TEMP BENCH MARK (ELEV.)
	STAKE ON LINE
EASEMENTS	UTILITY SYMBOLS
INGRESS & EGRESS EASEMENT	SANITARY SEWER
UTILITY EASEMENT	STORM MANHOLE
	POWER POLE
	WATER VALVE
	GAS METER
	ELECTRICAL BOX
	TELEPHONE PEDESTAL
	WATER METER
	SEPTIC LID
	FIRE HYDRANT
	STORM WATER
	LIGHT
SURVEY FEATURE HATCHES	
ASPHALT	CONCRETE
GRAVEL	FLOOD ZONE
	POND

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LOMA Case No: 23-06-2148A

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ZONE R-2

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

Certificate of Authorization No. 2831

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HOPE HILL SUBDIVISION
NWA LD LLC
PO BOX 10560
FAYETTEVILLE, AR 72703
PARCEL# 01-18730-000

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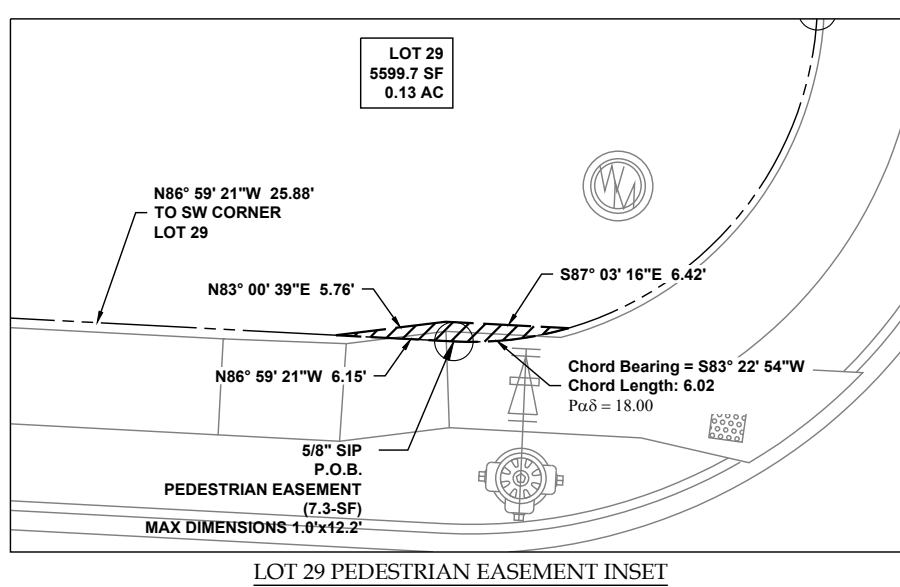
SIGNED:
REGISTERED LAND SURVEYOR
NO.1889
STATE OF ARKANSAS



DRAWN BY: CLAYTON	JOB NUMBER: 20-115
SUBMITTAL DATE: 11/20/2024	City Number: FP24-0016
DRAWING NAME: 20-115 - PR-AB.dwg	
SHEET NUMBER: FP2.0	

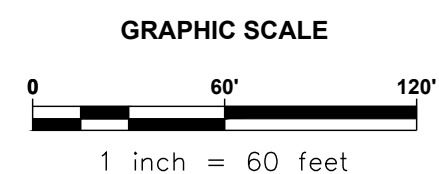
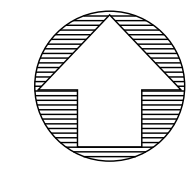
LEGEND

SURVEY FEATURES		SURVEYING SYMBOLS	
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		⊙	SEPTIC LID
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		⊙	STORM WATER
		⊙	LIGHT
SURVEY FEATURE HATCHES			
▨	ASPHALT	▨	CONCRETE
▨	GRAVEL	▨	FLOOD ZONE
▨		▨	POND



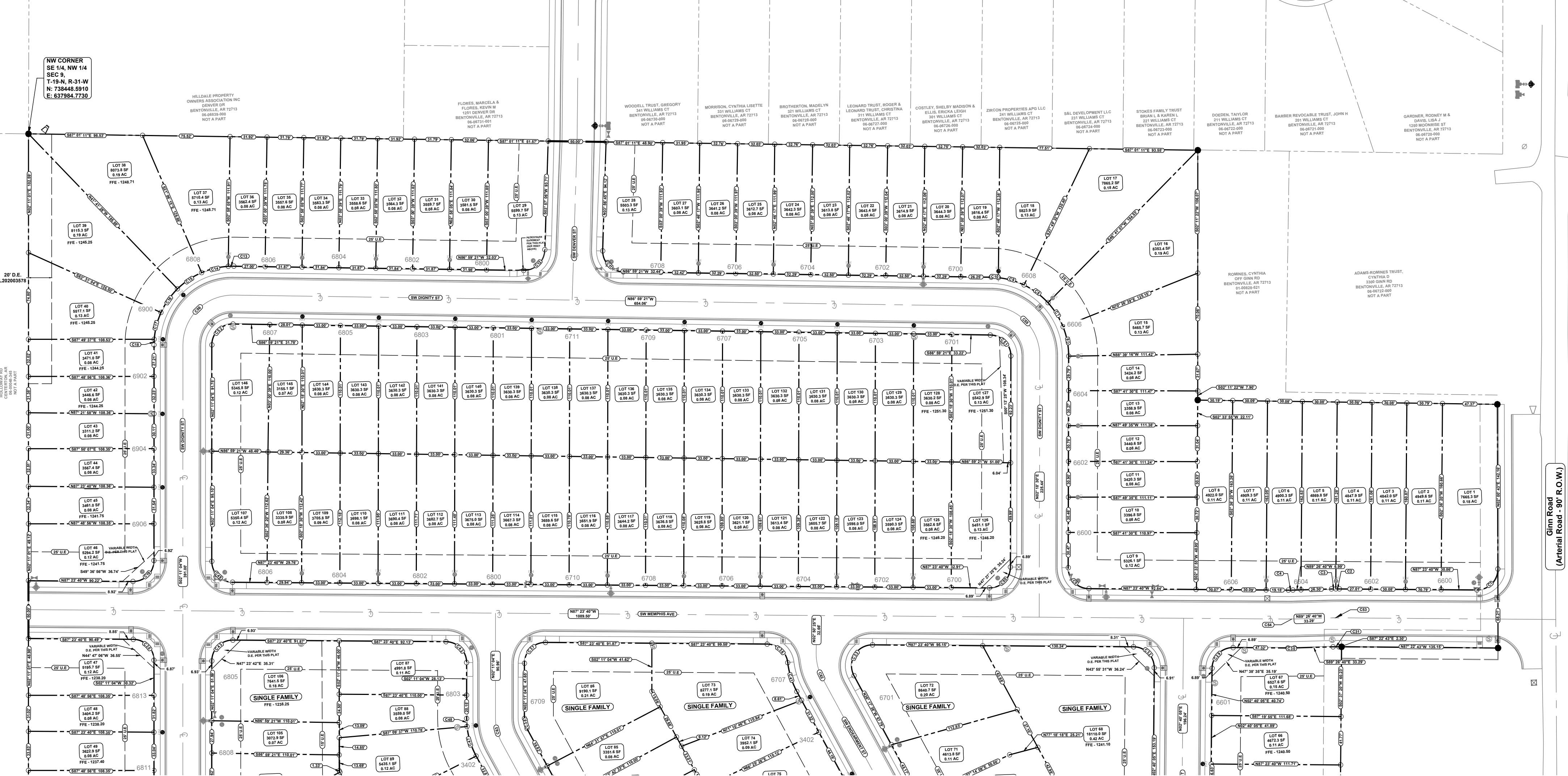
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BASIS OF BEARING:
ARKANSAS STATE PLANE,
COORDINATE SYSTEM,
(NAD-83) NORTH ZONE.

Recording Block



r:\swope\20-115 snyder ridge subdivision as built drawings\20-115 - pr-ab.dwg - Plotted on 11/20/2024 11:16:50 AM @ a scale of 1:1 to .dwg by Clayton Duff

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ZONE R-2

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PARCEL# 01-18730-000

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DATE OF EXECUTION: _____

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

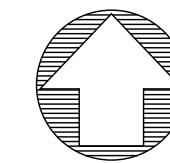
DRAWN BY:	CLAYTON	JOB NUMBER:	20-115
SUBMITTAL DATE:	11/20/2024	CITY NUMBER:	FP24-0016
DRAWING NAME:	20-115 - PR-AB.dwg		
SHEET NUMBER:	FP2.1		

LEGEND

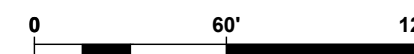
SURVEY FEATURES		SURVEYING SYMBOLS	
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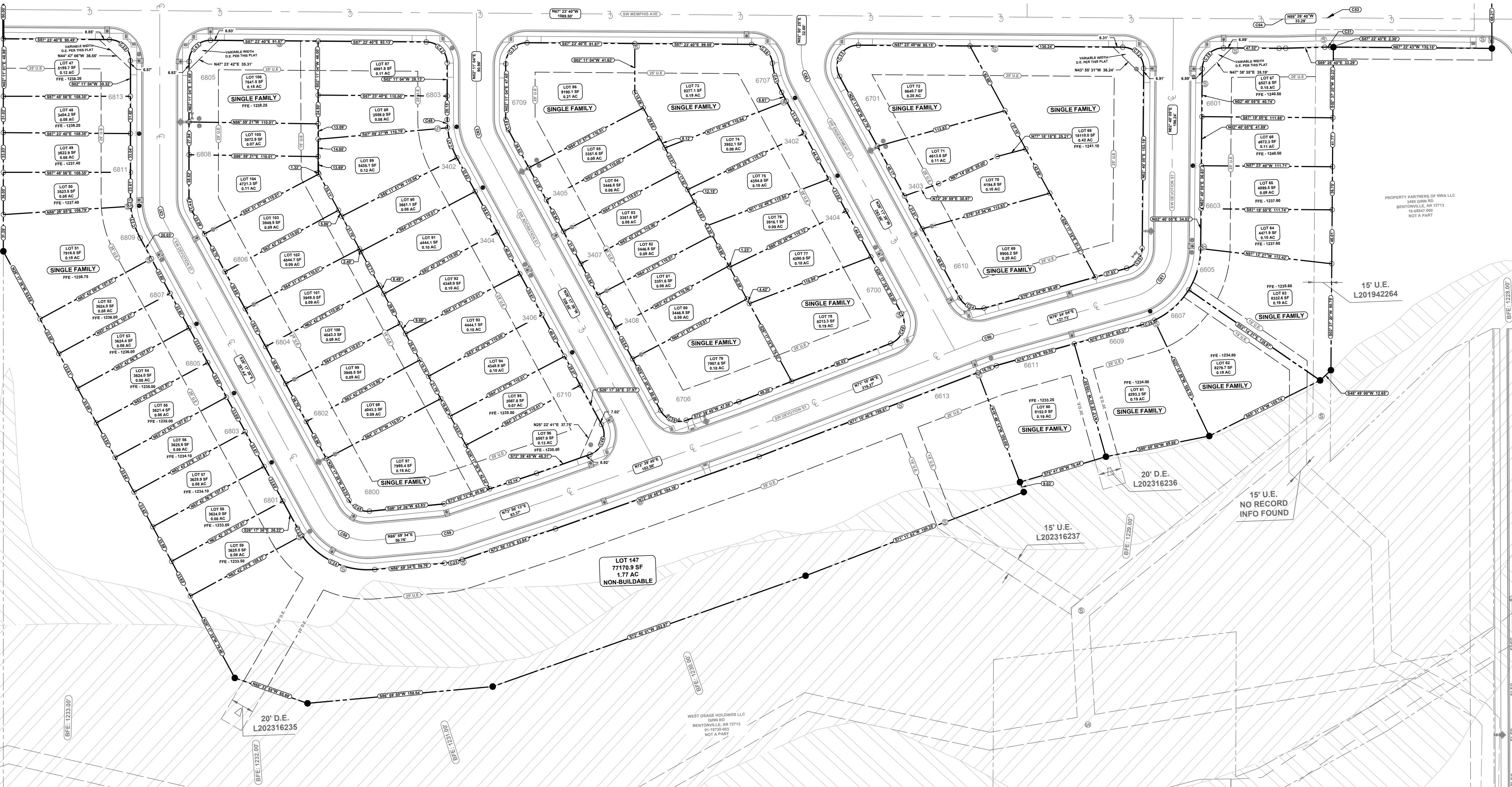
GRAPHIC SCALE



1 inch = 60 feet

BASIS OF BEARING:
ARKANSAS STATE PLANE,
COORDINATE SYSTEM,
(NAD-83) NORTH ZONE.

Recording Block



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ZONE R-2

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DRAWN BY: CLAYTON	JOB NUMBER: 20-115
SUBMITTAL DATE: 11/20/2024	City Number: FP24-0016
DRAWING NAME: 20-115 - PR-AB.dwg	
SHEET NUMBER: FP2.2	

ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A FINAL PLAT OF LOTS 1-147 OF HOPE HILL
SUBDIVISION TO THE CITY OF BENTONVILLE, ARKANSAS; AND FOR OTHER
PURPOSES.
(PROJECT NUMBER: FP24-0016)**

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the final plat of LOTS 1-147 OF HOPE HILL SUBDIVISION to the City of Bentonville, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on February 4, 2025;

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

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

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

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

Section 1: That the final plat of LOTS 1-147 OF HOPE HILL 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 final plat by certifying said acceptance on the approved final plat;

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

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

PASSED AND APPROVED this _____ day of _____, 2025.

APPROVED:

ATTEST:

Stephanie Orman, Mayor

Malorie Marrs, City Clerk



Lot Split - Lots 6 and 7 of Simpson Family Subdivision
Heagerty Road
PC Date: 2/4/2025

Staff Report Details

Project Number	LS24-0038
Applicant / Current Owner	Steven W Simpson Trustee
Site Area	+/- 19 Acres
Current Zoning	A-1, Agriculture
Requested Zoning	
Current Future Land Use Map Designation	Agriculture
Requested Future Land Use Map Designation	
Development Type / Use	
Related projects	

Property Description

This item was previously passed though Planning Commission on 1-7-2025. Due to a change in the lot lines, this item is being reconsidered Lot Split: Existing Lot 2 of Simpson Family Subdivision, Creating New Lots 6 and 7 of Simpson Family Subdivision, Heagerty Road, A-1, Agriculture, LS24-0038

A Lot Split of existing Lot 2 of Simpson Family Subdivision, Creating New Lots 6 and 7 of Simpson Family Subdivision. The plat is dedicating 1,575 square feet of right-of-way along Sears Road and 11,112 square feet of right-of-way along Heagerty Road in accordance to the Master Street Plan.

Project Details

Relationship to the Community Plan

Public Comment

Has Staff received Public Comment at the time of this report? : **No**

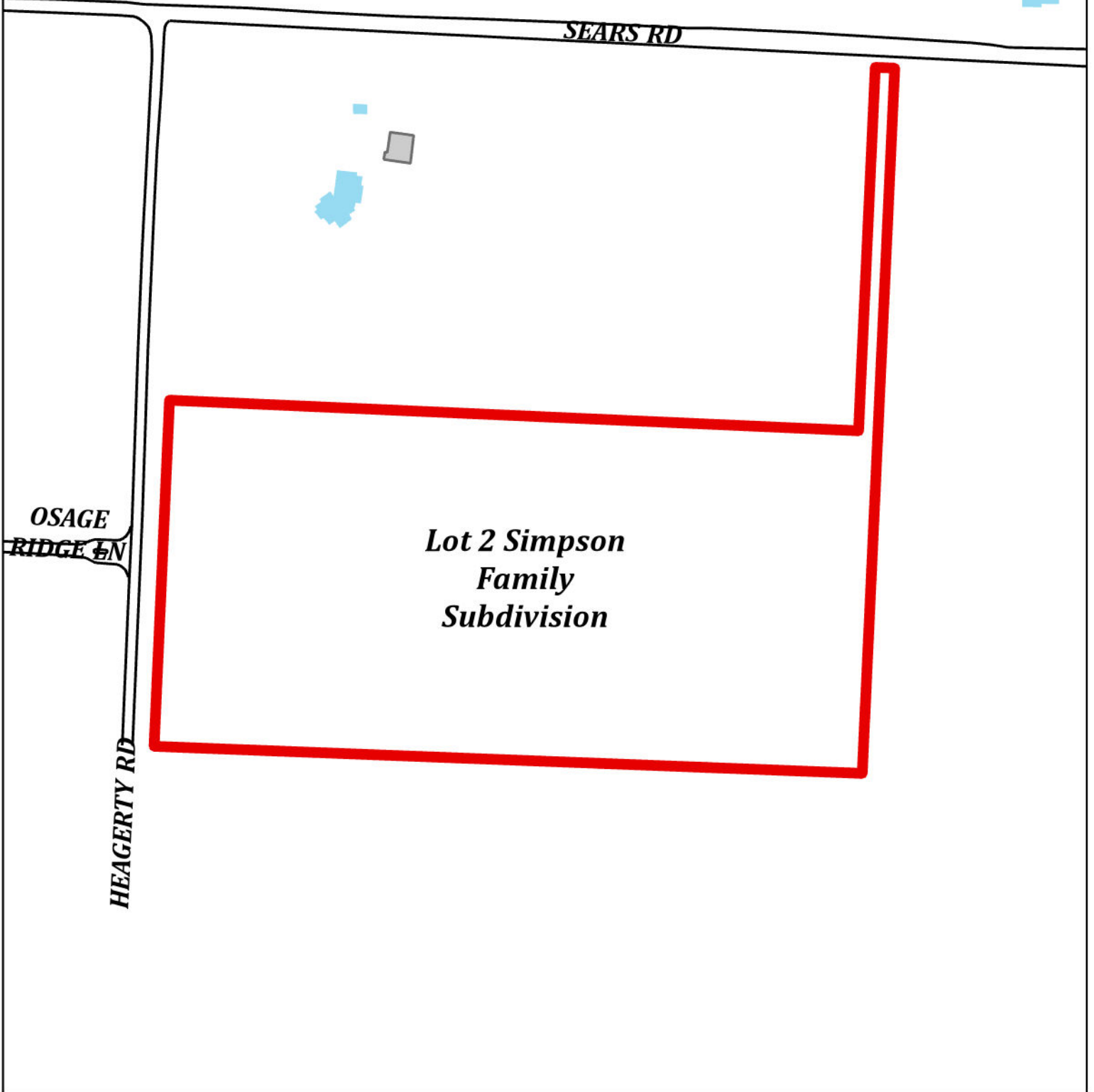
Analysis / Waivers

Conclusion

Additional Details



Pending PC Item



LS24-0038
Lot 2 Simpson Family Sub
Heagerty Rd



RAIL ROAD SPIKE
PLAT 2016-186
PLAT 2018-06468
NW CORNER
NW 1/4, NW 1/4
SECTION 26
T-19-N, R-31-W

PARCEL 15-18617-000
OWNER: LIGHTHALL, CHRISTIAN &
BRANDER & KYKENDALL, LEE
10400 OSAGE RIDGE LN
BENTONVILLE AR 72713

PARCEL 15-18618-000
OWNER: LARSON, BENJAMIN
W & DARLA K
10401 OSAGE RIDGE LN
BENTONVILLE AR 72713

PARENT LOT 2 DESCRIPTION:

LOT 2 OF THAT CERTAIN INFORMAL PLAT AS RECORDED IN THE LAND RECORDS OF BENTON COUNTY, ARKANSAS, AT INSTRUMENT NO. L201831197 ON JUNE 18, 2018 AS FOLLOWS:

PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 26, TOWNSHIP 19 NORTH, RANGE 31 WEST, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST QUARTER OF SAID SECTION 26; THENCE SOUTH 02°38'17" WEST A DISTANCE OF 45.00 FEET TO A SET 5/8" REBAR BEING THE POINT OF BEGINNING; THENCE SOUTH 02°38'17" WEST A DISTANCE OF 1270.87 FEET TO A FOUND 1/2" REBAR; THENCE NORTH 87°41'31" WEST A DISTANCE OF 1275.81 FEET TO A SET 5/8" REBAR; THENCE NORTH 02°33'05" EAST A DISTANCE OF 621.08 FEET TO A SET 5/8" REBAR; THENCE SOUTH 87°27'22" EAST A DISTANCE OF 1241.73 TO A SET 5/8" REBAR; THENCE NORTH 02°38'17" EAST A DISTANCE OF 654.97 TO A SET 5/8" REBAR; THENCE SOUTH 87°33'35" EAST A DISTANCE OF 35.00 FEET TO THE POINT OF BEGINNING, CONTAINING 812,242 SQUARE FEET OR 18.65 ACRES MORE OR LESS AND BEING FURTHER SUBJECT TO ANY RIGHTS-OF-WAYS, EASEMENTS, LIENS, OR ENCUMBRANCES WHICH MAY OR MAY NOT BE OF RECORD.

NEW LOT 6 DESCRIPTION:

A PART OF LOT 2 OF THAT CERTAIN INFORMAL PLAT AS RECORDED IN THE LAND RECORDS OF BENTON COUNTY, ARKANSAS, AT INSTRUMENT NO. L201831197 ON JUNE 18, 2018 AS FOLLOWS:

PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 26, TOWNSHIP 19 NORTH, RANGE 31 WEST, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST QUARTER OF SAID SECTION 26; THENCE SOUTH 02°38'17" WEST A DISTANCE OF 45.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 02°38'17" WEST A DISTANCE OF 1270.87 FEET TO A FOUND 5/8" REBAR; THENCE NORTH 87°41'31" WEST A DISTANCE OF 633.51 FEET TO A SET 5/8" REBAR; THENCE NORTH 02°38'17" EAST A DISTANCE OF 618.44 FEET TO A SET 5/8" REBAR; THENCE SOUTH 87°27'22" EAST A DISTANCE OF 598.50 FEET TO A FOUND 5/8" REBAR; THENCE NORTH 02°38'17" EAST A DISTANCE OF 654.97 TO A FOUND 5/8" REBAR; THENCE SOUTH 87°33'35" EAST A DISTANCE OF 35.00 FEET TO THE POINT OF BEGINNING, CONTAINING 9.50 ACRES OR 413,880 SQUARE FEET MORE OR LESS; SUBJECT TO ANY RIGHTS-OF-WAYS, EASEMENTS, LIENS, OR ENCUMBRANCES WHICH MAY OR MAY NOT BE OF RECORD.

NEW LOT 7 DESCRIPTION:

A PART OF LOT 2 OF THAT CERTAIN INFORMAL PLAT AS RECORDED IN THE LAND RECORDS OF BENTON COUNTY, ARKANSAS, AT INSTRUMENT NO. L201831197 ON JUNE 18, 2018 AS FOLLOWS:

PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 26, TOWNSHIP 19 NORTH, RANGE 31 WEST, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST QUARTER OF SAID SECTION 26; THENCE SOUTH 02°38'17" WEST A DISTANCE OF 45.00 FEET TO A FOUND 5/8" REBAR; THENCE NORTH 87°33'35" WEST A DISTANCE OF 35.00 FEET; THENCE SOUTH 02°38'17" WEST A DISTANCE OF 654.97 FEET; THENCE NORTH 87°27'22" WEST A DISTANCE OF 598.50 FEET TO A SET 5/8" REBAR BEING THE POINT OF BEGINNING; THENCE SOUTH 02°38'17" WEST A DISTANCE OF 618.44 FEET TO A SET 5/8" REBAR; THENCE NORTH 87°41'31" WEST A DISTANCE OF 668.96 FEET; THENCE NORTH 02°27'57" EAST A DISTANCE OF 621.19 FEET; THENCE SOUTH 87°27'22" EAST A DISTANCE OF 670.81 FEET TO THE POINT OF BEGINNING, CONTAINING 9.53 ACRES OR 415,203 SQUARE FEET MORE OR LESS; SUBJECT TO ANY RIGHTS-OF-WAYS, EASEMENTS, LIENS, OR ENCUMBRANCES WHICH MAY OR MAY NOT BE OF RECORD.

CITY NOTES:

- ALL STRUCTURES MUST MAINTAIN MINIMUM OF 20' 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 LOT LINE.
- 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.
- BEFORE ANY WORK IN THE RIGHT-OF-WAY COMMENCES, CONTRACTOR AND OR OWNER IS TO OBTAIN RIGHT-OF-WAY PERMIT FROM THE CITY OF BENTONVILLE TRANSPORTATION DEPARTMENT.
- OWNER/DEVELOPER SHALL COORDINATE WITH ALL LOCAL UTILITIES TO ENSURE THAT EACH LOT HAS WATER, SEWER AND ELECTRIC SERVICE.
- THERE MAY NOT BE FENCES OR ANY OTHER STRUCTURES BUILT IN ANY DRAINAGE EASEMENTS.
- SIDEWALKS SHALL BE THE RESPONSIBILITY OF THE BUILDER/OWNER AT TIME OF BUILDING PERMIT ISSUANCE.
- 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.

CERTIFICATE OF OWNERSHIP

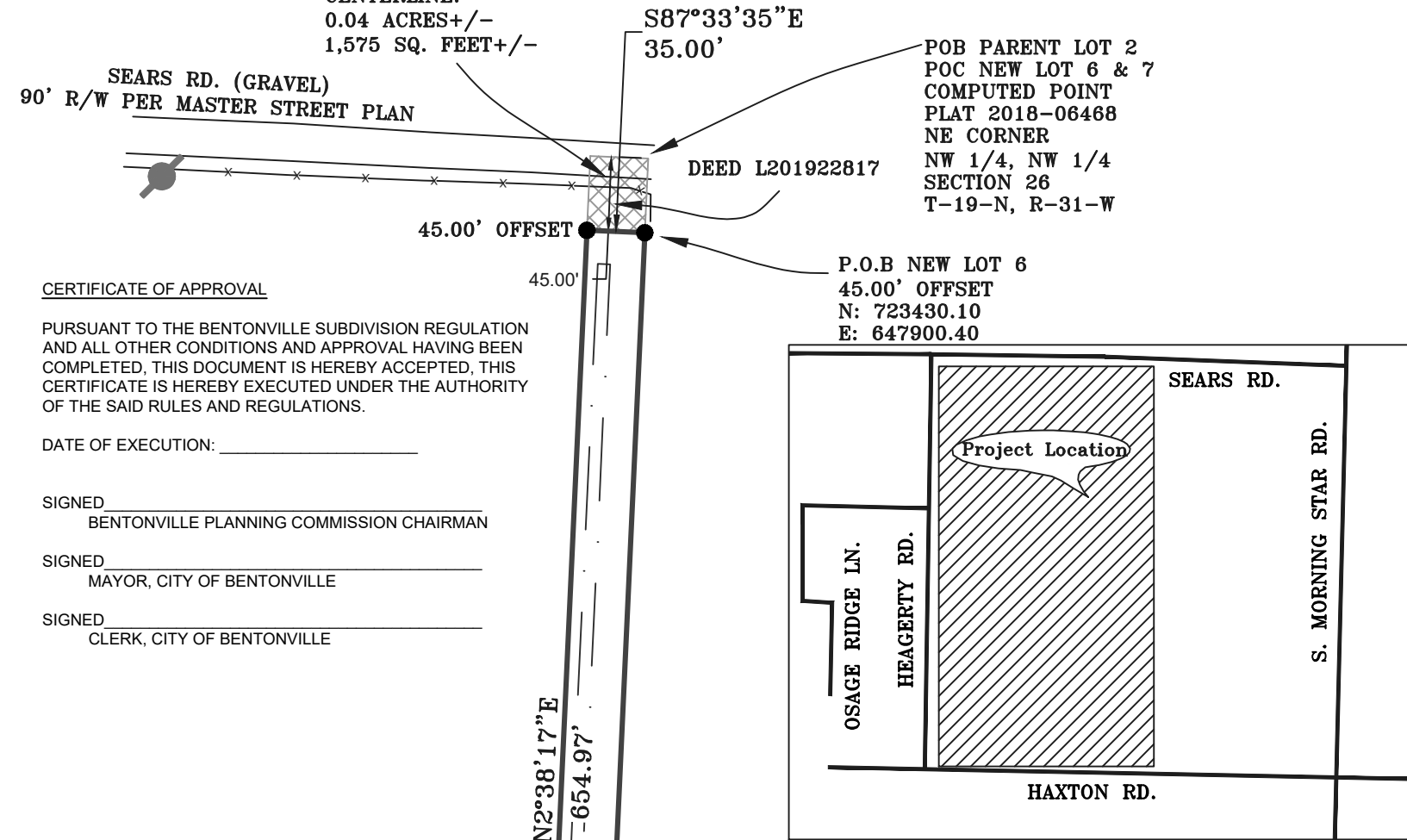
I THE UNDERSIGNED, OWNERS OF THE REAL ESTATE SHOWN AND DESCRIBED HEREIN, DO HEREBY CERTIFY THAT WE HAVE LAID OFF, PLATTED, AND SUBDIVIDED AND DO HEREBY LAY OFF, PLAT, SUBDIVIDE SAID REAL ESTATE IN ACCORDANCE WITH THIS PLAT AND DO HEREBY DEDICATE TO THE USE OF THE PUBLIC THE STREETS, ALLEYS, DRIVES, EASEMENTS,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

DATE OF EXECUTION: _____

SIGNED: _____

SIMPSON EXEMPT TRUST, STEVEN W C/U SIMPSON FAMILY
REVOCABLE LIVING TRUST
HEAGERTY RD

AREA TO BE DEDICATED
PER THIS PLAT. 45' FROM
CENTERLINE.
0.04 ACRES+/-
1,575 SQ. FEET+/-



CERTIFICATE OF APPROVAL

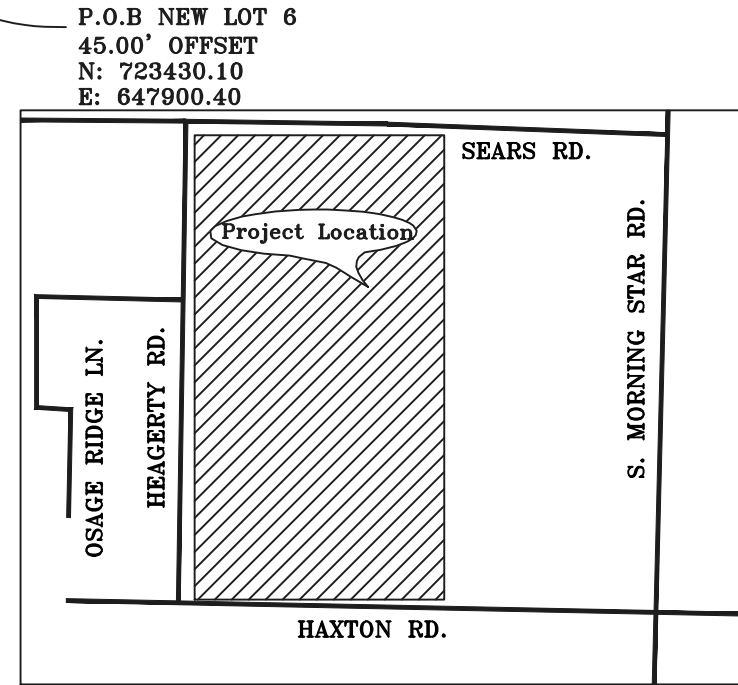
PURSUANT TO THE BENTONVILLE SUBDIVISION REGULATION AND ALL OTHER CONDITIONS AND APPROVAL HAVING BEEN COMPLETED, THIS DOCUMENT IS HEREBY ACCEPTED, THIS CERTIFICATE IS HEREBY EXECUTED UNDER THE AUTHORITY OF THE SAID RULES AND REGULATIONS.

DATE OF EXECUTION: _____

SIGNED: _____
BENTONVILLE PLANNING COMMISSION CHAIRMAN

SIGNED: _____
MAYOR, CITY OF BENTONVILLE

SIGNED: _____
CLERK, CITY OF BENTONVILLE



Notes:

- Except as specifically stated or shown on this plat, the survey does not purport to reflect any of the following which may be applicable to the subject real estate:
Easements, other than possible easements which were visible at the time of making of this survey; building setback lines; restrictive covenants; subdivision restrictions; zoning or other land-use regulations, or any other facts which an accurate and current title search may disclose.
- Every document of record reviewed and considered as a part of this survey is noted hereon. Only the documents noted hereon were supplied to the surveyor.
- This plat represents a boundary survey of the parcel recorded in Deed Records, Book L201854686 & L201922817 at the Office of the Circuit Clerk Benton County, Arkansas.
- The contractor must determine that proposed structures are clear of all boundary lines, easements, and meet building setback requirements before construction begins.
- Basis of Bearings: Arkansas State Plane System North Zone (NAD83).
- This survey is valid only if the drawing includes the seal and signature of the surveyor.
- This survey meets current "Arkansas Minimum Standards for Property Boundary Surveys and Plats."
- No abstract of title, nor title commitment, nor results of title searches were furnished to the surveyor. There may exist other documents of record which would affect this parcel.
- Declaration is made to the original purchaser of the survey and is not transferable to any additional institutions or subsequent owners.
- For the latest zoning/building setback information please check with the City of Bentonville Planning Department at 479-271-3122 or www.bentonvilleplanning.com.
- No attempt was made to show building setback lines graphically on the survey.
- Subsurface and environmental conditions were not examined nor considered a part of this survey.
- No attempt has been made as a part of this boundary survey to obtain or show data concerning existence, size, depth, condition, capacity, or location of any utility or facilities.
- (BY GRAPHICAL PLOTTING ONLY)
This property is not located within any presently established 100-year flood plain as determined by the National Flood Insurance Program, flood insurance rate map for Benton County, Arkansas. Map Number 05007C0245K. Revised date 6/5/2012.
- THERE ARE NO WAIVERS, VARIANCES AND/OR CONDITIONAL USES AT THE TIME OF PREPARING THIS PLAT OR PLAN.
- WE HEREBY GRANT TO THE CITY OF BENTONVILLE A BLANKET AVIATION EASEMENT OVER THE ENTIRETY OF THIS (SUBDIVISION, LOT SPLIT, PROPERTY LINE ADJUSTMENT) PURSUANT TO MUNICIPAL CODE SECTION 401.12 AND 401.13.
- ALL SIDEWALKS SHALL BE INSTALLED BY THE TIMEFRAMES SET FORTH IN 900.08 OF THE STREET SPECIFICATIONS.

CERTIFICATE OF SURVEYING ACCURACY

I, MATTHEW JAMES, 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: _____

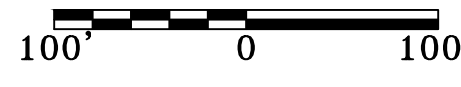
REGISTERED LAND SURVEYOR

NO. 1845

STATE OF ARKANSAS

OWNER INFORMATION:

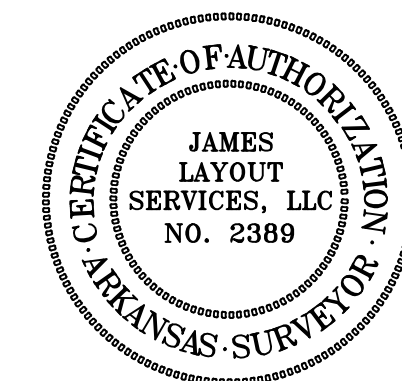
SIMPSON, STEVEN W TRUSTEE
722 E LOWELL AVE
CAVE SPRINGS AR 72718
cssimpson@centurytel.net



SCALE: 1" = 100'

ATLAS PAGE: 606

CITY PROJECT: #LS24-0038



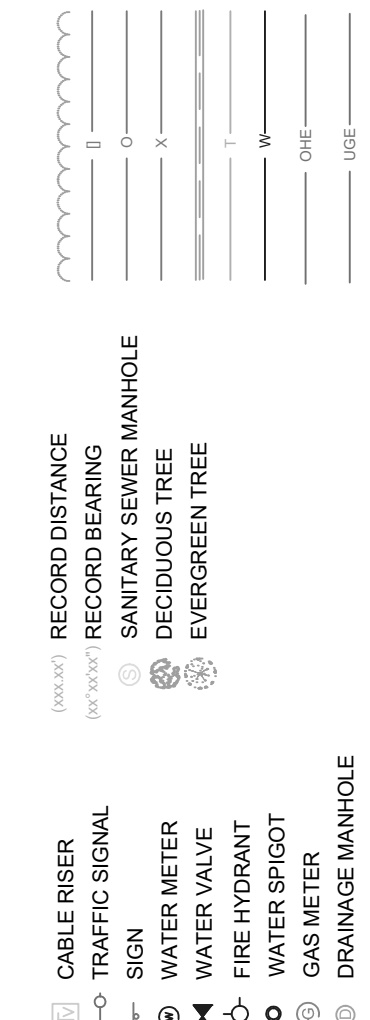
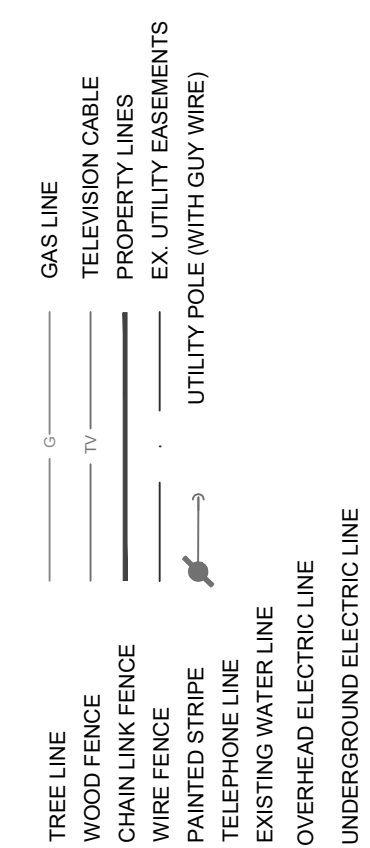
Lot Split of Existing Lot 2
Creating New Lots 6 & 7 of Simpson Family Subdivision

JLS

James Layout Services, LLC
P.O. Box 611
Farmington, Arkansas 72730
Telephone: (479) 439-9929
survey@jlsnwa.com



Recording Information	
Job Number: 24-230 split final	
Field Work: A.S.	
Drawn By: N.R.	
Checked By: M.J.	
Certificate of Authorization Arkansas Land Surveyor No. 2389	
Date: 9/27/2024	
Scale: 1"=100'	
Basis of Bearings:(NAD83) Arkansas State Plane North Zone	



LEGEND

MONUMENT FOUND (AS NOTED)
MONUMENT SET (AS NOTED)
AHTD R-O-W MONUMENT
BENCHMARK
GUARD POST
UTILITY POLE
TELEPHONE RISER
FIBER OPTIC TELEPHONE RISER
ELECTRICAL RISER

SHEET NO.
1 OF 1

ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A LOT SPLIT OF LOT 2 OF SIMPSON FAMILY
SUBDIVISION CREATING NEW LOTS 6 AND 7 OF SIMPSON FAMILY
SUBDIVISION TO THE CITY OF BENTONVILLE, ARKANSAS; AND FOR OTHER
PURPOSES.**

(PROJECT NUMBER: LS24-0038)

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the lot split of LOT 2 OF SIMPSON FAMILY SUBDIVISION creating new LOTS 6 AND 7 OF SIMPSON FAMILY SUBDIVISION, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on February 4, 2025;

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 2 OF SIMPSON FAMILY SUBDIVISION creating new LOTS 6 AND 7 OF SIMPSON FAMILY SUBDIVISION to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes;

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

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

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

PASSED AND APPROVED this _____ day of _____, 2025.

APPROVED:

ATTEST:

Stephanie Orman, Mayor

Malorie Marrs, City Clerk



Lot Split - Lots 143 and 144 of Osage Hills Subdivision, Phase 1

Southwest Pawhuska Street

PC Date: 2/4/2025

Staff Report Details

Project Number	LS24-0039
Applicant / Current Owner	Jared Inman / Osage RE Holdings LLC
Site Area	+/- 0.66 Acres
Current Zoning	R-1, Low-Density Single-Family Residential
Requested Zoning	N/A
Current Future Land Use Map Designation	A-1, Agriculture
Requested Future Land Use Map Designation	N/A
Development Type / Use	Single-Family Subdivision
Related projects	

Property Description

Lot Split: Existing Lot 30 of Osage Hills Subdivision, Phase 1 Creating New Lots 143 and 144 of Osage Hills Subdivision, Phase 1, Southwest Pawhuska Street, R-1, Low-Density Single-Family Residential, LS24-0039

A lot split of existing Lot 30 of Osage Hills Subdivision, Phase 1 Creating New Lots 143 and 144 of Osage Hills Subdivision, Phase 1. The plat is dedicating 10 feet of additional right-of-way along Southwest Anglin Road per the requirements of the Master Street Plan.

Project Details

Relationship to the Community Plan

Public Comment

Has Staff received Public Comment at the time of this report? : **No**

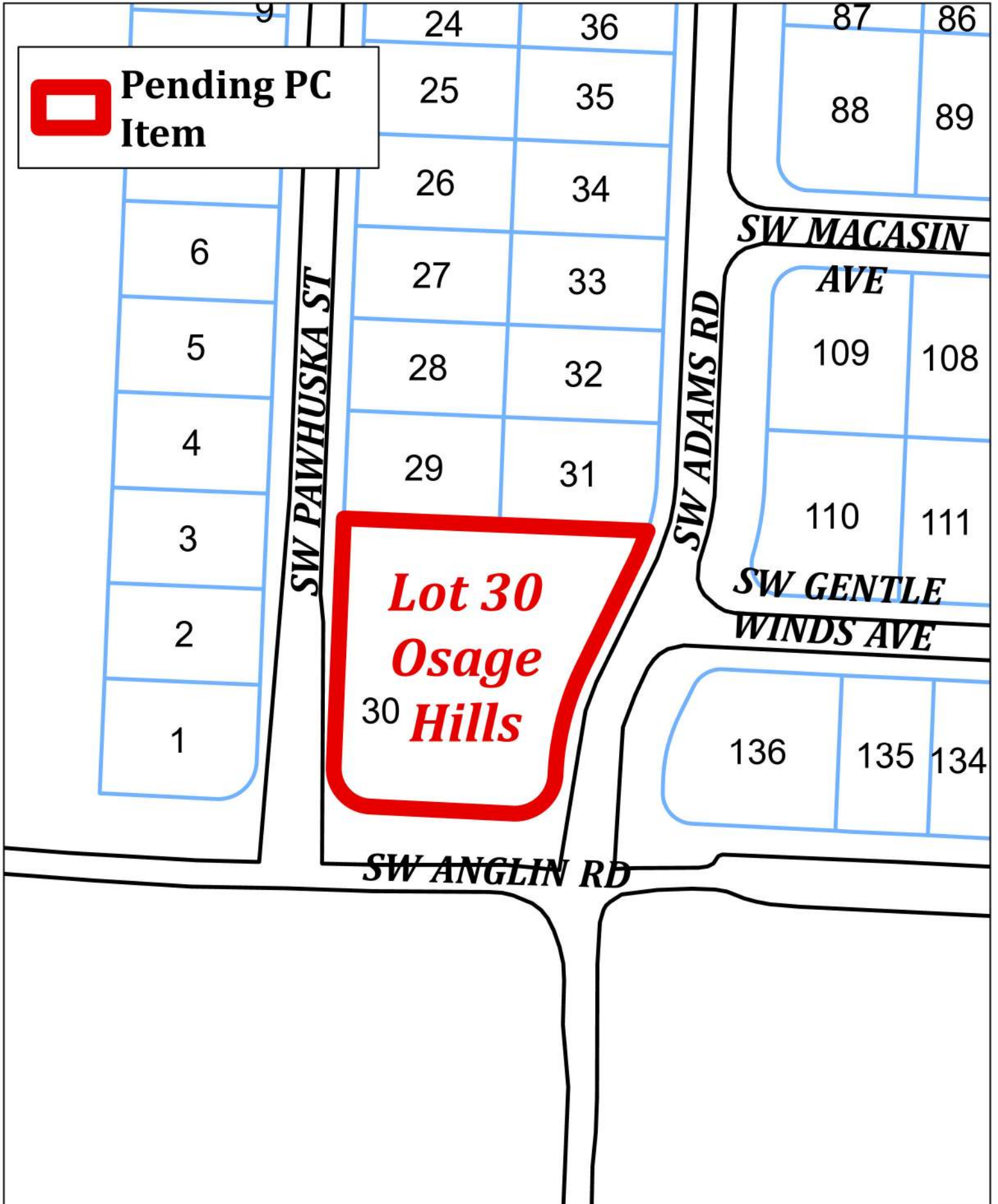
Analysis / Waivers

Conclusion

Additional Details



**Pending PC
Item**



LS24-0039
Lot 30 Osage Hills
SW Adams Rd



NOTES:

1. PARCEL #01-19965-000
2. CURRENT ZONING: R-1
3. ROTATION BASED ON ARKANSAS STATE PLANE, NORTH ZONE, NAD83
4. BOUNDARY BASED ON:
 - I. OSAGE HILLS SUBDIVISION, PHASE 1, FINAL PLAT, PLAT FILE #L202158715
5. PER GRAPHIC PLOTTING ONLY, THE SUBJECT PROPERTY IS LOCATED WITHIN ZONE "X" AS SHOWN ON FEMA FIRM PANEL #05007C0235K BEARING AN EFFECTIVE DATE OF 6/5/2012 AND IS NOT LOCATED WITHIN A SPECIAL FLOOD HAZARD ZONE.
6. THERE ARE NO WAIVERS, VARIANCES AND/OR CONDITIONAL USES AT THE TIME OF PREPARING THIS PLAT OR PLAN.
7. WE HEREBY GRANT TO THE CITY OF BENTONVILLE A BLANKET AVIGATION EASEMENT OVER THE ENTIRETY OF THIS LOT SPLIT PURSUANT TO MUNICIPAL CODE SECTION 401.12.
8. NO RESIDENTIAL LOT SHALL BE PERMITTED DIRECT ACCESS TO A COLLECTOR OR ARTERIAL STREET. ALL RESIDENTIAL SUBDIVISION DEVELOPMENT CONTIGUOUS TO A COLLECTOR OR ARTERIAL STREET SHALL ORIENT FRONTAGE TO A LOCAL STREET, AND BACK OF THE PROJECT, WITHOUT ACCESS TO THE SAID MAJOR STREETS.
9. BEFORE ANY WORK IN THE RIGHT-OF-WAY COMMENCES, CONTRACTOR AND OR OWNER IS TO OBTAIN RIGHT-OF-WAY PERMIT FROM THE CITY OF BENTONVILLE TRANSPORTATION DEPARTMENT.
10. OWNER/DEVELOPER SHALL COORDINATE WITH ALL LOCAL UTILITIES TO ENSURE THAT EACH LOT HAS WATER, SEWER AND ELECTRIC SERVICE.
11. SIDEWALKS SHALL BE THE RESPONSIBILITY OF THE BUILDER/OWNER AT TIME OF BUILDING PERMIT ISSUANCE.
12. THERE MAY NOT BE FENCES OR ANY OTHER STRUCTURES BUILT IN ANY DRAINAGE EASEMENTS.
13. CITY OF BENTONVILLE ATLAS PAGE 481.

OWNER / DEVELOPER:

OSAGE RE HOLDINGS, LLC
4034 NORTH OLD WIRE ROAD
FAYETTEVILLE, AR 72703
BEN HARVEY
PHONE: 479-502-9179

ZONING & SETBACKS:

CURRENT ZONING: R-1
EASEMENTS SHOWN ARE AS PER THE FINAL PLAT OF OSAGE HILLS SUBDIVISION, PHASE 1.
SETBACKS SHALL BE PER THE CURRENT ZONING DISTRICT AS STATED IN THE MOST RECENT CITY OF BENTONVILLE ZONING CODE.

PARENT PARCEL #01-19965-000 (LOT 30):

LOT 30 OF OSAGE HILLS SUBDIVISION, PHASE 1, TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON FINAL PLAT OF SAID SUBDIVISION, FILED AS PLAT #L202158715, ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF BENTON COUNTY, ARKANSAS.

LOT 143:

A PART OF LOT 30, OSAGE HILLS SUBDIVISION, PHASE 1, TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON FINAL PLAT OF SAID SUBDIVISION, FILED AS PLAT #L202158715, ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF THE SAID LOT 30, SAID POINT ALSO BEING LOCATED ON THE EASTERN RIGHT OF WAY OF SOUTHWEST PAWHUSKA STREET, AND RUNNING THENCE S87°33'32"E 197.28 FEET TO THE WESTERN RIGHT OF WAY OF SOUTHWEST ADAMS ROAD, AND RUNNING ALONG SAID RIGHT OF WAY ALONG A CURVE TURNING TO THE RIGHT, HAVING A RADIUS OF 125.00 FEET, AND WHOSE LONG CHORD BEARS S22°15'03"W 17.48 FEET; AND S26°15'40"W 69.79 FEET; THENCE LEAVING SAID RIGHT OF WAY N87°33'32"W 163.17 FEET TO THE EASTERN RIGHT OF WAY OF SOUTHWEST PAWHUSKA STREET, AND RUNNING ALONG SAID RIGHT OF WAY N02°26'28"E 80.29 FEET TO THE POINT OF BEGINNING, CONTAINING IN ALL 0.33 ACRES, MORE OR LESS. SUBJECT TO EASEMENTS AND RIGHT OF WAYS OF RECORD.

LOT 144:

A PART OF LOT 30, OSAGE HILLS SUBDIVISION, PHASE 1, TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON FINAL PLAT OF SAID SUBDIVISION, FILED AS PLAT #L202158715, ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE SAID LOT 30, AND RUNNING S02°26'28"W 80.29 FEET TO THE POINT OF BEGINNING, SAID POINT ALSO BEING LOCATED ON THE EASTERN RIGHT OF WAY OF SOUTHWEST PAWHUSKA STREET, AND RUNNING THENCE S87°33'32"E 163.17 FEET TO THE WESTERN RIGHT OF WAY OF SOUTHWEST ADAMS ROAD, AND RUNNING ALONG SAID RIGHT OF WAY THE FOLLOWING 4 COURSES: S26°15'40"W 10.51 FEET; ALONG A CURVE TURNING TO THE LEFT, HAVING A RADIUS OF 175.00 FEET, AND WHOSE LONG CHORD BEARS S14°34'31"W 70.89 FEET; S02°53'24"W 3.10 FEET; ALONG A CURVE TURNING TO THE RIGHT, HAVING A RADIUS OF 26.25 FEET, AND WHOSE LONG CHORD BEARS S22°36'10"W 16.74 FEET TO THE INTERSECTION OF THE WESTERN RIGHT OF WAY OF SOUTHWEST ADAMS ROAD AND THE NORTHERN RIGHT OF WAY OF SOUTHWEST ANGLIN ROAD, AND RUNNING ALONG SAID NORTHERN RIGHT OF WAY N86°57'40"W 113.33 FEET; AND N86°57'37"W 19.67 FEET TO THE INTERSECTION OF THE NORTHERN RIGHT OF WAY OF SOUTHWEST ANGLIN ROAD AND THE EASTERN RIGHT OF WAY OF SOUTHWEST PAWHUSKA STREET, AND RUNNING ALONG SAID EASTERN RIGHT OF WAY ALONG A CURVE TURNING TO THE RIGHT, HAVING A RADIUS OF 25.82 FEET, AND WHOSE LONG CHORD BEARS N16°30'31"W 16.13 FEET; AND N02°26'28"E 81.09 FEET; TO THE POINT OF BEGINNING, CONTAINING IN ALL 0.33 ACRES, MORE OR LESS. SUBJECT TO EASEMENTS AND RIGHT OF WAYS OF RECORD.

BLACK HILL ENERGY:
JOSH KNIGHT
1301 FEDERAL WAY, PO BOX 2129, LOWELL, AR 72745
(479) 721-4543
JOSHUA.KNIGHT@BLACKHILLSCORP.COM

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

PLANNING DEPARTMENT, CITY OF BENTONVILLE:
TYLER OVERSTREET
305 SW A STREET, BENTONVILLE, AR 72712
(479) 271-3122

WATER DEPARTMENT, CITY OF BENTONVILLE:
BEAU THOMPSON
3200 SW MUNICIPAL DRIVE, BENTONVILLE, AR 72712
(479) 271-3140

BUILDING AND FIRE SAFETY, CITY OF BENTONVILLE:
BRAD ARNOLD, 305 SW A STREET, BENTONVILLE, AR 72712
(479) 271-3108

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

CITY ENGINEER, CITY OF BENTONVILLE:
ELLEN NORVELL
3200 SW MUNICIPAL DRIVE, BENTONVILLE, AR 72712
(479) 271-5993

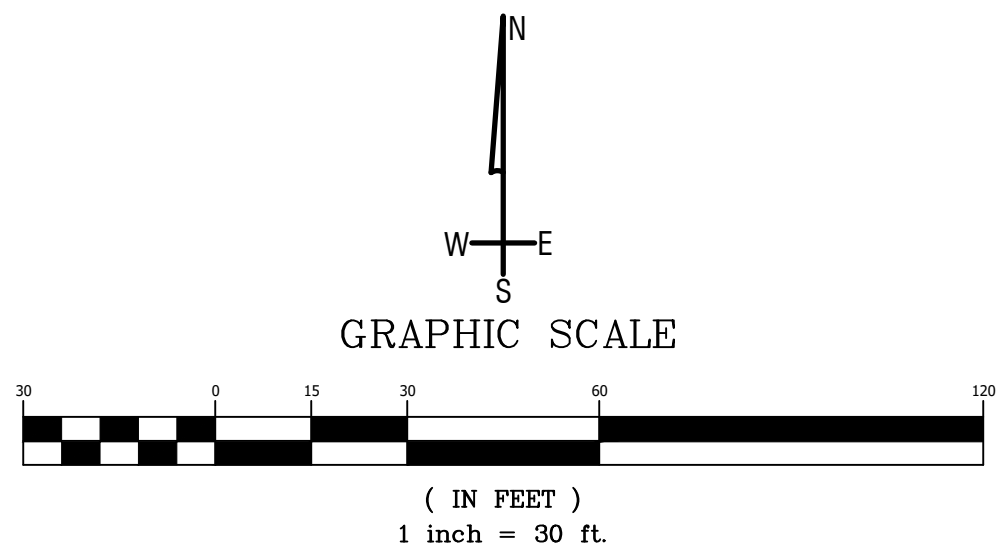
WASTEWATER DEPARTMENT, CITY OF BENTONVILLE:
CHRIS EARL
1901 NE A STREET, BENTONVILLE, AR 72712
(479) 271-3161

STORMWATER, CITY OF BENTONVILLE:
ALISON WEST
3200 SW MUNICIPAL DRIVE, BENTONVILLE, AR 72712
(479) 271-6719
JWEST@BENTONVILLEAR.COM

COX COMMUNICATIONS:
TIMOTHY GOSS
4901 S. 48TH STREET, SPRINGDALE, AR 72762
(479) 651-5583
TIMOTHY.GOSS@COX.COM

FIRE DEPARTMENT, CITY OF BENTONVILLE:
JUSTIN SCANTLIN, FIRE CHIEF
800 SW A STREET, BENTONVILLE, AR 72712
(479) 271-5927 OR (479) 685-1096

EXISTING LOT 30 CREATING NEW LOTS 143 AND 144 OF OSAGE HILLS SUBDIVISION, PHASE 1



CERTIFICATE OF OWNERSHIP:

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

DATE OF EXECUTION: _____

SIGNED: _____

NAME AND ADDRESS: _____

PRINT NAME: _____

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

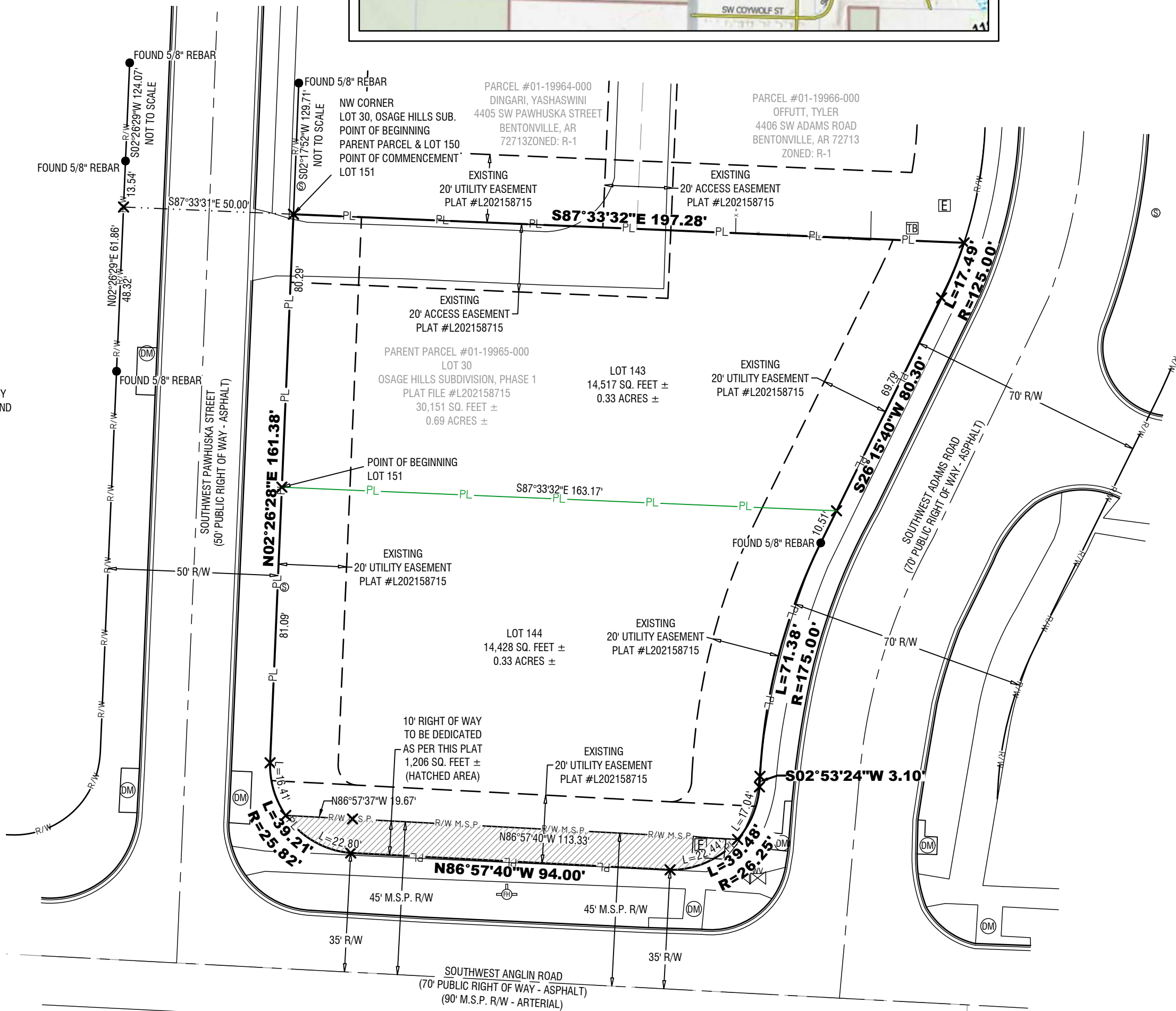
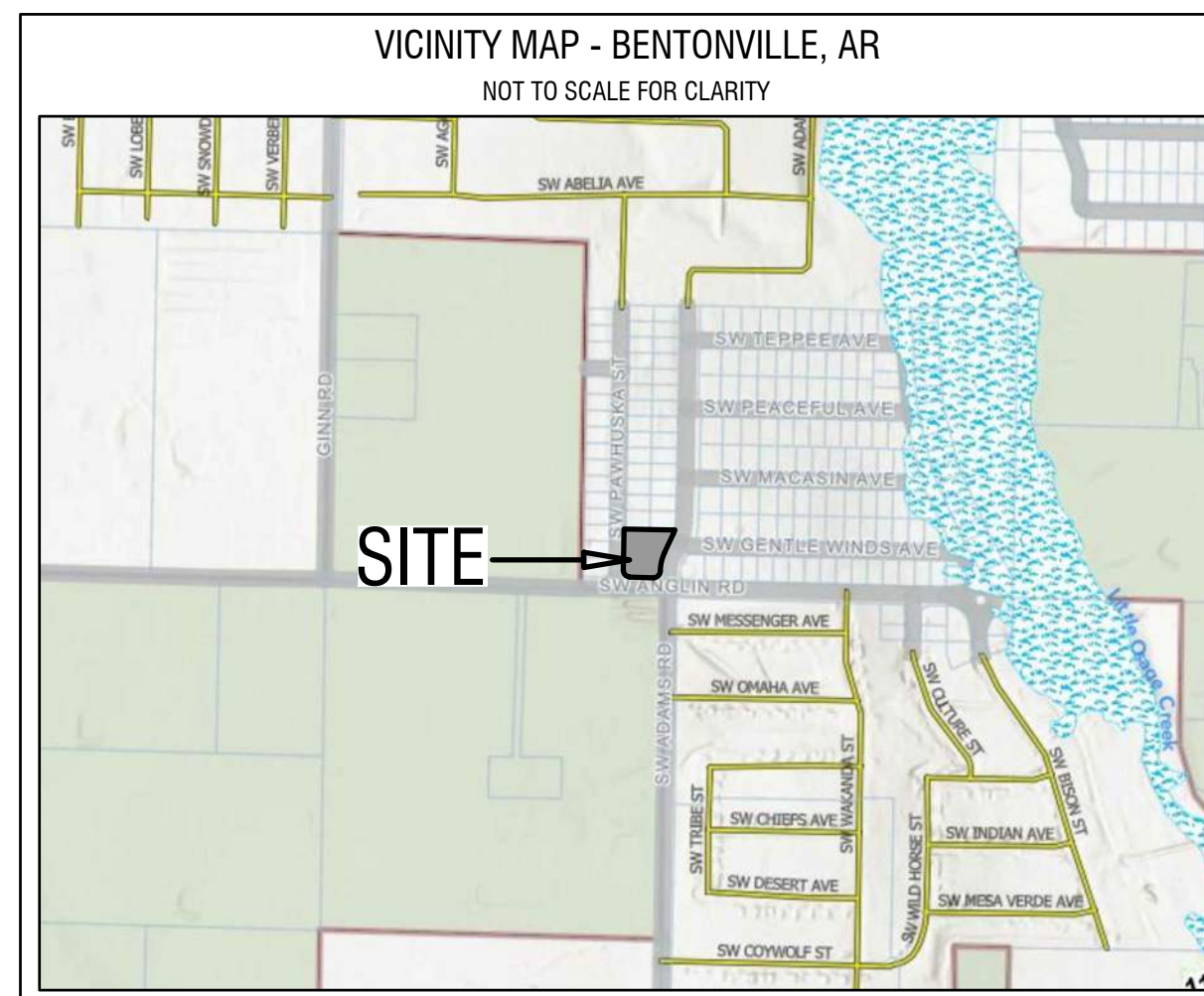
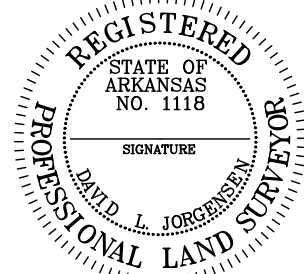
SIGNED: _____
CITY CLERK, CITY OF BENTONVILLE

CERTIFICATE OF SURVEYING ACCURACY:

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

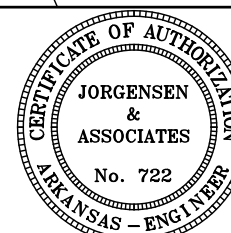
DATE OF EXECUTION: _____

SIGNED: _____
REGISTERED LAND SURVEYOR
NO. 1118
STATE OF ARKANSAS



LEGEND	● FOUND MONUMENT AS NOTED	Ⓜ ELECTRIC BOX	— PL — EXISTING PROPERTY LINE	— R/W — RIGHT OF WAY	— U — UTILITY EASEMENT
	○ SET IRON PIN WITH CAP	Ⓣ TELECOM BOX	— PL — NEW PROPERTY LINE	— R/W M.S.P. — MASTER STREET PLAN RIGHT OF WAY	— F — FENCE LINE
	✕ CALCULATED POINT	Ⓢ SEWER MANHOLE	— PL — FORTY LINE / PROPERTY TIE LINE	— B — BUILDING SETBACK	
	Ⓜ WATER VALVE		— PL — ADJOINING PROPERTY LINE	— C — CENTERLINE OF ROAD	
Ⓜ FIRE HYDRANT					
Ⓜ STORM DRAIN MANHOLE					

JORGENSEN + ASSOCIATES
Civil Engineering + Surveying
124 W Sunbridge Drive, Suite 5
Fayetteville, AR 72703
Office: 479.442.9127
www.jorgensenassoc.com
Established 1985



PROJECT TITLE: BEN HARVEY, OSAGE HILLS LOCATION: BENTONVILLE, AR SHEET TITLE: LOT SPLIT
DRAWN BY: JH
SHEET SCALE: 1" = 30'
DATE: 9/13/2024
PROJECT FILE: Z:\LOTS\2024109

ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A LOT SPLIT OF LOT 30 OF OSAGE HILLS
SUBDIVISION, PHASE 1 CREATING NEW LOTS 143 AND 144 OF OSAGE HILLS
SUBDIVISION, PHASE 1 TO THE CITY OF BENTONVILLE, ARKANSAS; AND FOR
OTHER PURPOSES.**

(PROJECT NUMBER: LS24-0039)

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the lot split of LOT 30 OF OSAGE HILLS SUBDIVISION, PHASE 1 creating new LOTS 143 AND 144 OF OSAGE HILLS SUBDIVISION, PHASE 1, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on February 4, 2025;

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 30 OF OSAGE HILLS SUBDIVISION, PHASE 1 creating new LOTS 143 AND 144 OF OSAGE HILLS SUBDIVISION, PHASE 1 to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes;

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

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

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

PASSED AND APPROVED this _____ day of _____, 2025.

APPROVED:

ATTEST:

Stephanie Orman, Mayor

Malorie Marrs, City Clerk



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

316 Southwest D Street

PC Date: 2/4/2025

Staff Report Details

Project Number	RZ25-0002
Applicant / Current Owner	Debbie and Jay Kincannon
Site Area	+/- [Site_Area] Acres
Current Zoning	R-1
Requested Zoning	DN-2
Current Future Land Use Map Designation	Medium Density Residential
Requested Future Land Use Map Designation	
Development Type / Use	Single-family
Related projects	

Property Description

The subject property is located at 316 Southwest D Street. The property is presently zoned R-1, Low Density Single Family Residential, with a land use designation of Medium Density Residential. The property has direct access to Southwest D Street. Surrounding zoning districts include R-1, Low Density Single Family Residential to the north and south, as well as RC-2 to the east and west.

Project Details

The applicant has requested a rezoning of the property from R-1, Low Density Single Family Residential to DN-2, Downtown Neighborhood Medium Density Residential. The applicant states in their narrative they are requesting the rezoning in order to develop a downtown-style single-family home.

Relationship to the Community Plan

The property is presently designated as Medium Density Residential and is surrounded by Low Density residential to the south, east, north, and west.

Relationship to the Community Plan

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

This zoning request aligns with the Future Land Use Map, recommending DN-2, Downtown Neighborhood Medium Density Residential as an appropriate zoning designation. This location is within Priority Area 1 of the Community Plan, Downtown Intensification, which highlights reinvestment in urban neighborhoods in and around Downtown Bentonville.

From a built environment lens, DN-2 and its supported housing types fits within the surrounding development.

The applicant states there is no anticipated increase in traffic from the zoning change.

Public Comment

Has Staff received Public Comment at the time of this report? : **No**

Analysis / Waivers

Conclusion

This rezoning is consistent with the future land use plan. Given this property's location within medium density housing types, as well as the Community Plan's call for Downtown Intensification, staff recommends approval of this request.

Additional Details



**Pending PC
Item**

R-1

R-1

SW 3RD ST

DN-2

RC-2

R-1

R-1

R-1

SW D ST

RC-2

R-1

SW C ST

RC-2

DN-2

R-1

R-1

DN-2

SW 4TH ST

DN-2

RC-2

DN-2

DN-2



RZ25-0002
Kincannon
R-1 to DN-2



Debbie and Jay Kincannon
203 Hickory Creek Lane
Little Rock, AR 72212
January 3, 2025

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

Dear Bentonville Planning Department,

We are writing to formally request the rezoning of our property located at 224 SW C Street, Parcel 01-01778-001, which is currently zoned as R-1 (residential single family housing). We are seeking a change to DN-2 (medium density residential) to allow for a reduced front setback of 12 feet.

The property is currently an empty lot. The property has access to city water and sewer services, consistent with the surrounding lots, all of which have existing residential structures in place. The area experiences normal low-density neighborhood traffic.

Several other properties in the surrounding are already zoned DN-2, and this change would ensure consistency within the neighborhood while contributing to a more cohesive and pedestrian-friendly environment. The proposed zoning aligns with the city's vision of fostering vibrant, walkable neighborhoods that balance accessibility with aesthetic appeal.

This rezoning will provide opportunities to bring our property closer to the street, creating a more engaging streetscape and improving accessibility. It will also enable development that is compatible with the existing character of the neighborhood and is in alignment with the city's vision.

We kindly request that our application be considered at the next available planning commission meeting. We are happy to provide additional information or documentation to support the review process.

Thank you for your time and consideration. Please feel free to contact us at 501-590-2354 or dkincannon@comcast.net if you have any questions or need further clarification.

Sincerely,
Jay and Debbie Kincannon
Phone: 501-590-2354
email: dkincannon@comcast.net

NOTICE OF INTENT TO REZONE

Jay and Pebra Kincannon has requested the Bentonville Planning Commission to set a public hearing date to consider rezoning the following property from R-1 to DN-2

The legal description of the property is as follows:

The common description of the property is: 224 SW C street

The public hearing will be held Feb. 4, 2025 at 5:00 p.m. It will be held at 305 S.W. "A" Street.

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

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

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

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

I/We have no objections to the rezoning.

I/We object to the rezoning because:

[Redacted Signature and Physical Address]

Signature and Physical Address

[Redacted Address]

Bentonville, AR
72712

[Redacted Signature and Physical Address]

Signature and Physical Address

[Redacted Address]

Bentonville, AR
72712

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: RZ25-0002)**

WHEREAS, Debbie and Jay Kincannon 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 9, BLOCK 6, CLARKS 2ND ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON CAPITAL DEED RECORD "Q" AT PAGE 502. SUBJECT TO EASEMENTS, RIGHT-OF-WAYS, AND PROTECTIVE COVENANTS OF RECORD, IF ANY. SUBJECT TO ALL PRIOR MINERAL RESERVATIONS AND OIL AND GAS LEASES, IF ANY;

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held February 4, 2025 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 _____, 2025.

APPROVED:

ATTEST:

Stephanie Orman, Mayor

Malorie Marrs, City Clerk



River Farm Capital, LLC

Northwest 10th Street

PC Date: 2/4/2025

Staff Report Details

Project Number	RZ25-0003
Applicant / Current Owner	Olsson / River Farm Capital, 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	Low Density Residential (LDR)
Requested Future Land Use Map Designation	Medium Density Residential (MDR)
Development Type / Use	Single-Family
Related projects	

Property Description

The subject property is located on Northwest 10th Street. The property is presently zoned R-1, Low Density Single Family Residential, with a land use designation of Low-Density Residential (LDR). The property has direct access to Northwest 10th Street. Surrounding zoning districts include R-1, Low Density Single Family Residential to the north, west, and south; DN-2, Downtown Medium Density Residential to the east; and DN-1 Downtown Low Density Residential further to the west along Northwest 10th Street.

Project Details

The applicant has requested a rezoning of the property from R-1, Low Density Single Family Residential to DN-2, Downtown Medium Density Residential. The applicant states in their narrative they would like to rezone to create two lots through a Lot Split that would contain single-family homes allowing for more flexibility in a reduction of lot widths, lot areas, and setbacks. The applicant is requesting the Future Land Use Plan change to Medium Density Residential (MDR) to have the same land use as the neighboring property to the east.

Relationship to the Community Plan

The property is presently designated as Low-Density Residential (LDR) and is surrounded by Low-Density Residential to the north, south, and east. The adjacent lots on the west are classified as Medium-Density Residential (MDR). Medium-density residential areas include townhouse or duplex residential properties with a typical density of 8-12 units per acre. These areas are found both near Downtown and in some recent growth areas. These areas may also include local amenities for residents, including neighborhood parks, places of worship, etc.

This zoning request does not align with the Future Land Use Map, recommending DN-1, Downtown Low-Density Residential zoning for Low-Density Residential land use. This location is within Priority Area 1 of the Community Plan, Downtown Intensification, which supports the increased density of residential development through smaller lots. Downtown Intensification helps to increase the amount of people living close to jobs and commerce, enhancing access to Downtown, while being respectful to the existing traditional neighborhood character and development pattern. Although the zoning request does not align with the Future Land Use Map, the request aligns with the goals of Downtown Intensification in accommodating additional residents through smaller lots.

There is a possibility traffic may be affected from the zoning change in having one additional housing unit if the lot is split in two.

Public Comment

Has Staff received Public Comment at the time of this report? : **No**

Analysis / Waivers

The subject property is surrounded by Low-Density Residential lots to the north, south, and east with some Medium-Density Residential lots adjacent to the west. Moreover, the land use and zoning requests support the goals of the Bentonville Community Plan, Priority Area 1 - Downtown Intensification.

Similarly, this property lies within a couple of zoning districts. The property has R-1, Low Density Single Family Residential to the north, west, and south; DN-2, Downtown Medium Density Residential to the east; and DN-1 Downtown Low Density Residential further to the west along Northwest 10th Street.

From a built environment lens, this area consists of mostly single-family homes in R-1, Low-Density Single-Family Residential; DN-2, Downtown Medium Density Residential; and DN-1, Downtown Low Density Residential zoning districts. All public utilities exist and can service the site along Northwest 10th Street.

Conclusion

Given this property's location within low-density and medium-density land use and a mix residential zoning districts, as well as the Community Plan's call for Downtown Intensification, staff recommends approval of this request.

Additional Details

 Pending PC Item



RZ25-0003
RIVER FARM CAPITAL LLC
R-1 to DN-2



NOTICE OF INTENT TO REZONE

River Farm Capital 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:

See attached full legal description.

The common description of the property is: ID# 01-02787-000

The public hearing will be held February 4th, 2025 at 5:00 p.m. It will be held at 305 S.W. "A" Street.

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

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

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

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

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

Signature and Physical Address

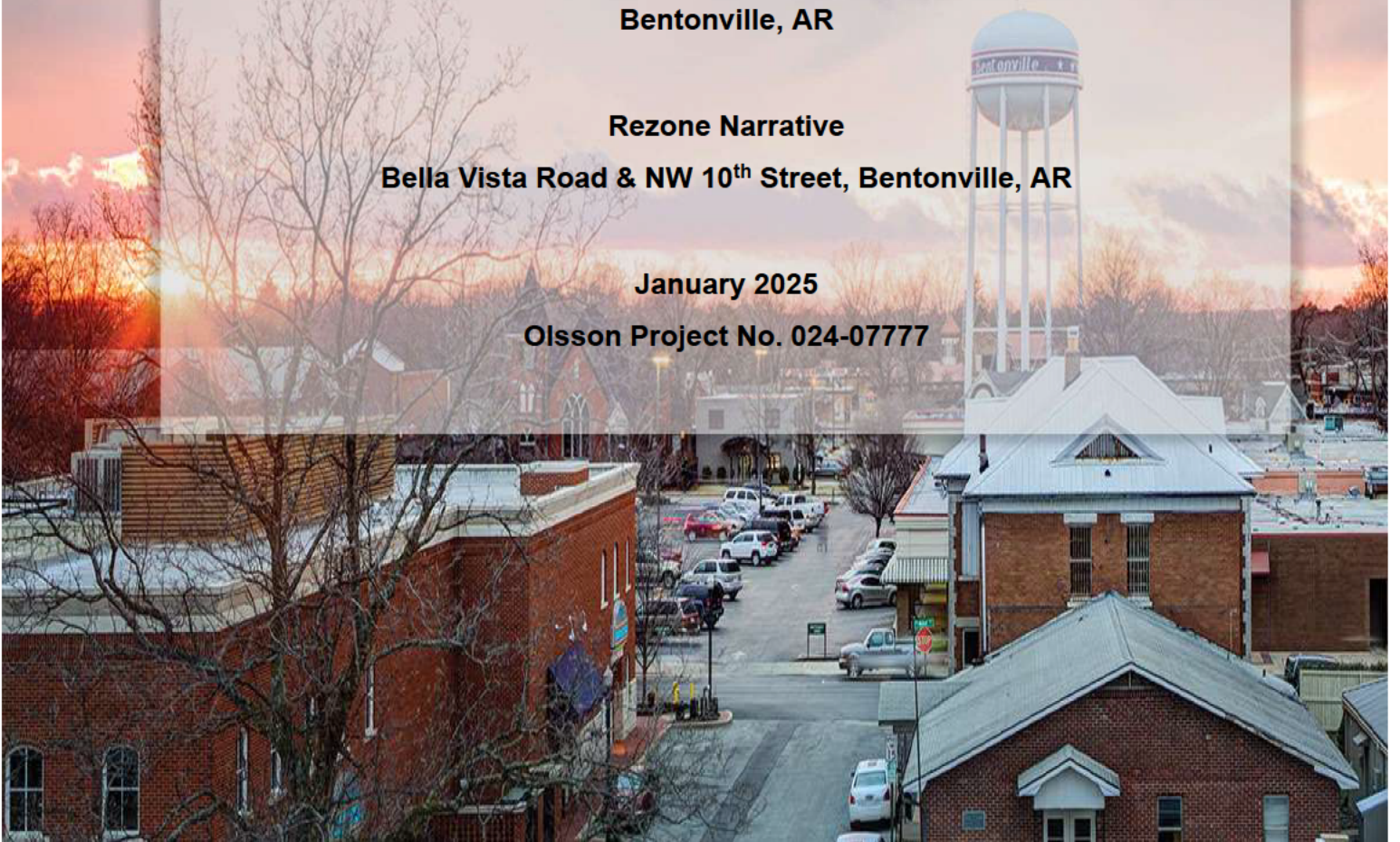
Signature and Physical Address

BELLA VISTA ROAD SUBDIVISION

**Submitted to:
City of Bentonville
Bentonville, AR**

**Rezone Narrative
Bella Vista Road & NW 10th Street, Bentonville, AR**

**January 2025
Olsson Project No. 024-07777**



PROPERTY OWNER

River Farm Capital LLC
38 Stonehenge Drive
Bentonville, AR 72712

PROPERTY INFORMATION

Parcel ID: 01-02787-000	Acreage: 0.206 acres
-------------------------	----------------------

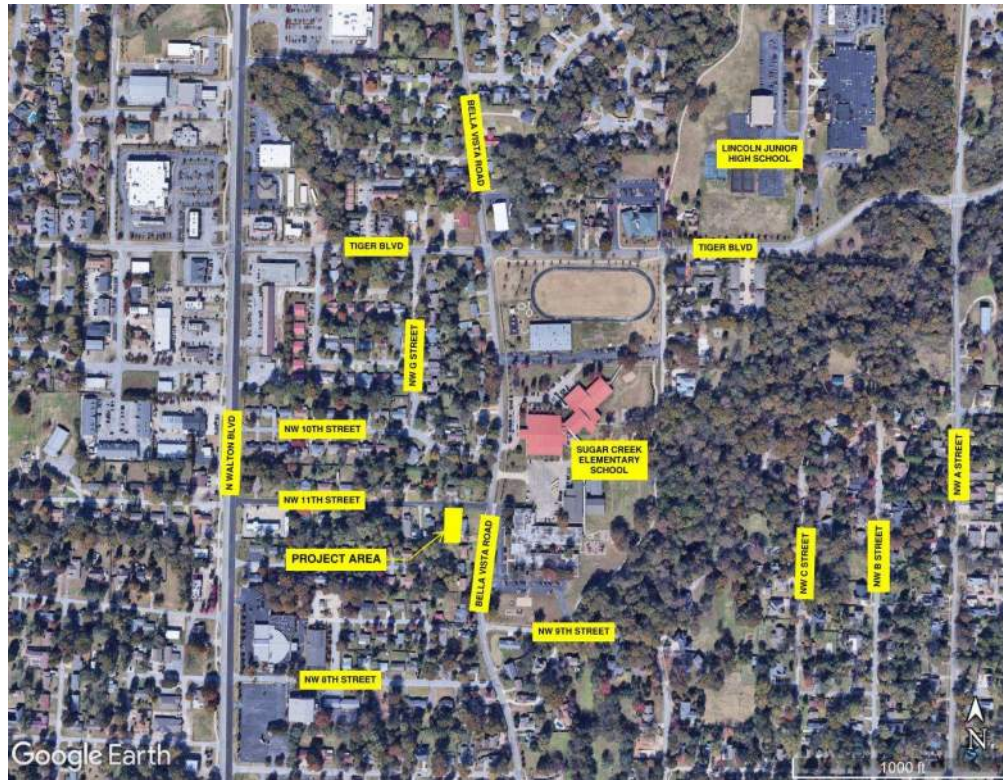
PROJECT INFORMATION

Total Acreage	0.206 acres
Current Zoning	R-1 (Low Density Single Family Residential)
Proposed Zoning	DN-2 (Downtown Medium Density Residential)
Current Land Use	Low-Density Residential
Proposed Land Use	Medium-Density Residential

APPLICANT / REPRESENTATIVE

Connor Lemmerhirt
Olsson Associates
3537 North Steele Blvd, Suite 310
Fayetteville, AR 72703

REZONE EXTENTS



INTENT

On behalf of the developer, Olsson Associates is pleased to present a proposed rezone to the City of Bentonville for consideration to rezone the property from R-1 (Low Density Single Family Residential) to DN-2 (Downtown Medium Density Residential). Currently, the property is an open lot which consisted of a single-family residence. The site is bordered by an existing open lot (DN-2 zoning) to the east, NW 10th Street to the north and single-family residences (R-1 zoning) to the west and south. A rezone to DN-2 would allow for the creation of two lots via separate submittal within the overall 0.206-acre property that would contain single-family homes allowing for more flexibility in a reduction of lot widths, lot areas setbacks. Along with a rezone, the property owner is requesting an amendment to the Future Land Use map to change the use from Low Density Residential to Medium Density Residential to be similar to the properties that are east adjacent to the subject property.

R-1 ZONING STANDARDS

Minimum Lot Area: 6,000 sq. ft
Minimum Lot Width: 60'
Maximum Lot Coverage: 40%
Front Setback: 20'
Interior Side Setback: 7'
Exterior Side Setback: 20'
Rear Setback: 25'
Max Building Height: 36'

DN-2 ZONING STANDARDS

Minimum Lot Area: 4,000 sq. ft
Minimum Lot Width: 40'
Maximum Lot Coverage: 50%
Front Setback: 12'
Interior Side Setback: 7'
Exterior Side Setback: 12' Min. / 25' Max
Rear Setback: 25'
Max Building Height: 36'

TRAFFIC

The additional residential dwellings should not impact current traffic patterns on the existing infrastructure and could potentially encourage more pedestrian and cycling activity with its proximity to Downtown Bentonville and the multiple trail systems.

APPEARANCE

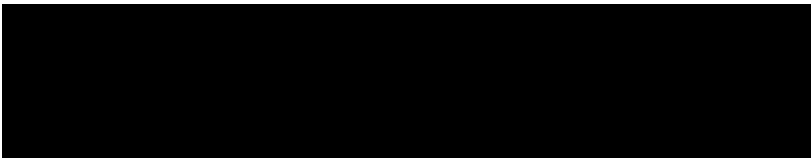
As of today, there are currently no development plans under review or in place for the lot, however, any development by the property owner will conform to the City of Bentonville design standards.

UTILITIES

Based on City of Bentonville GIS and surveyed information, existing utilities to facilitate this development are located along the frontage of both Bella Vista Road and NW 10th Street. After rezoning, the developer will create utility plans that will meet Bentonville Water Utilities standard specifications and requirements that will be submitted as part of the Large Scale Development process for review and approval. During that process, all public water and sanitary sewer infrastructure will need to be located within greenspace and utility easements as specified within the approved specifications.

Should you have any questions, please contact me at 903.293.7996 or at clemmerhirt@olsson.com.

Sincerely,



Connor L. Lemmerhirt, E.I.
Olsson Associate Engineer

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: RZ25-0003)**

WHEREAS, River Farm Capital, 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 24, HAPPY HOME SUBDIVISION, BEING A LOT SPLIT OF LOT 19, HAPPY HOME SUBDIVISION, BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN BY THE RECORDED PLAT ON FILE AS DOCUMENT NO. L202109639. SUBJECT TO EASEMENTS, RIGHT-OF-WAYS, AND PROTECTIVE COVENANTS OF RECORD, IF ANY. SUBJECT TO ALL PRIOR MINERAL RESERVATIONS AND OIL AND GAS LEASES, IF ANY;

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held February 4, 2025 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 _____, 2025.

APPROVED:

ATTEST:

Stephanie Orman, Mayor

Malorie Marrs, 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: RZ25-0003)**

WHEREAS, River Farm Capital, 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 24, HAPPY HOME SUBDIVISION, BEING A LOT SPLIT OF LOT 19, HAPPY HOME SUBDIVISION, BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN BY THE RECORDED PLAT ON FILE AS DOCUMENT NO. L202109639. SUBJECT TO EASEMENTS, RIGHT-OF-WAYS, AND PROTECTIVE COVENANTS OF RECORD, IF ANY. SUBJECT TO ALL PRIOR MINERAL RESERVATIONS AND OIL AND GAS LEASES, IF ANY;

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held February 4, 2025 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 _____, 2025.

APPROVED:

ATTEST:

Stephanie Orman, Mayor

Malorie Marrs, City Clerk



Future Land Use Map and Update to Community Plan

PC Date: 2/4/2025

Reviewer: Shelli Kerr, AICP, Comprehensive Planning Mngr

Request

Approval of a resolution adopting the new Bentonville Future Land Use Map and replacing *Chapter 2 Community Profile* and *Chapter 4 Land Use and Strategic Growth* in the 2018 Bentonville Community Plan.

Background

The Bentonville Community Plan, adopted on Oct. 23, 2018, is the City of Bentonville's most basic statement of public policy. It describes how the city can achieve its desired future and provides direction to city leaders as they make financial and budgetary decisions. The Plan includes the Future Land Use Map (FLUM) that shows the desired location for each land use as the city continues to grow and develop, serving as a guide for land use and development decisions.

Typically, long-range city plans are updated every 10 to 20 years. The fast-paced growth in Bentonville combined with changing development pattern and a need for a variety of housing types warranted an update at five-years.

In summer 2023, the city hired DPZ CoDesign to lead *Plan Bentonville*, a process guided by robust public engagement and ongoing refinement to develop the proposed Future Land Use Map and update Chapters 2 and 4.



Key Improvements to the 2018 Plan

1. *Greater Public Engagement*

The Bentonville community played an essential role in this process, contributing insights, evaluating ideas, and offering feedback to refine proposals that address current and future growth challenges.

The process was guided by a Steering Committee of community representatives, a Technical Committee with city department representatives, the Planning Commission and City Council.

Opportunities for public participation were promoted through all city communication channels, including banners, flyers, posters, emails, newsletters, press releases, social media, and giveaways, reaching tens of thousands of people.

Since its launch, the project website of www.planbentonville.com providing news, updates, and opportunities to get involved has attracted over 11,000 unique visitors and 35,000 page views.



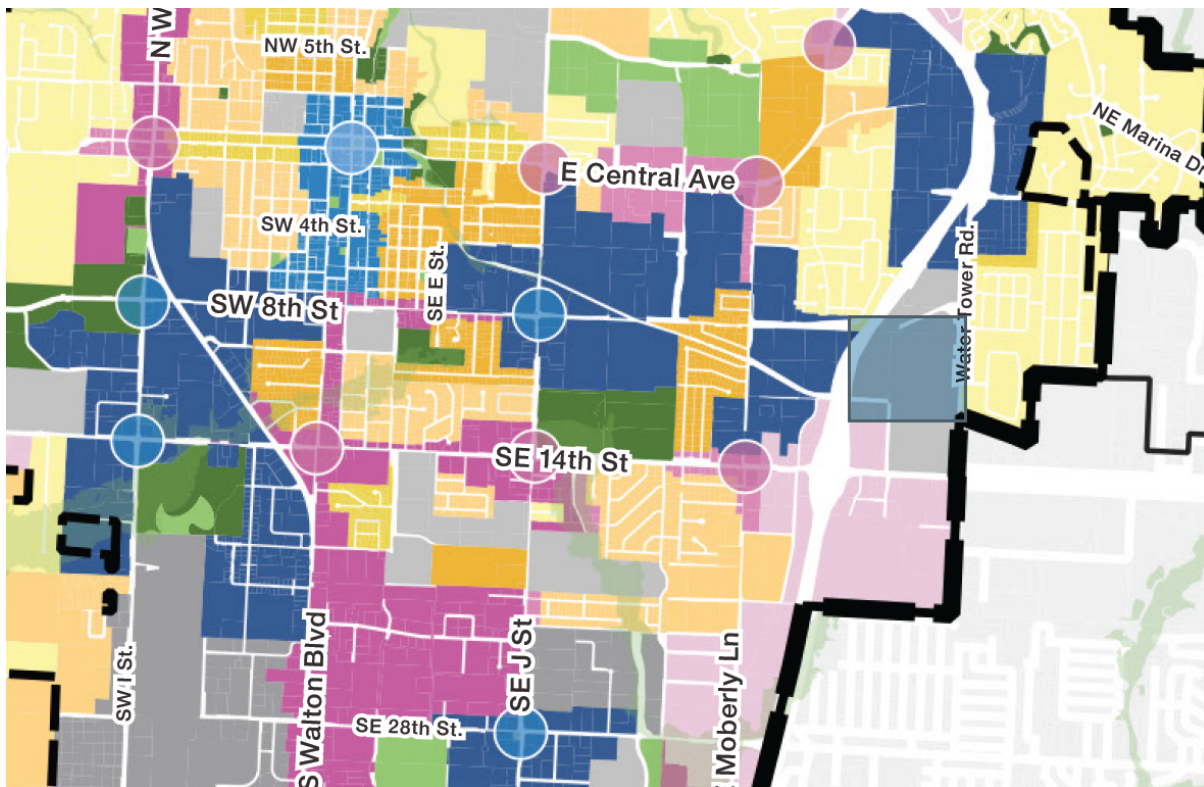
Nearly 4,700 people participated more than 80 hours of opportunities for feedback, engaging through surveys, stakeholder interviews, pop-up event, open houses, developer forums, one-on-one interactions with city staff, online reviews of ongoing work and public meetings. The diverse participation highlights Bentonville's vibrant and engaged community, with contributions from lifelong residents, newcomers, elected and appointed officials, school administration, entrepreneurs, builders, developers, social service organizations, and more.

Our consultants, DPZ CoDesign, indicated Bentonville's public engagement process was more expansive than anything they have done before. Furthermore, the American Planning Association Arkansas Chapter recognized Plan Bentonville with the Award for Public Engagement for the broad variety and significant number of engagement opportunities.

2. *Shift from Strategic Growth Zones to Nodal Development.*

The current plan establishes three Priority Areas: (1) Downtown Intensification, (2) Infill and (3) Edge Growth. The purpose of the priority areas was to focus development as much as possible in areas 1 and 2. The proposed plan recognizes that all of these areas are experiencing development concurrently and the plan needs to provide better guidance for development activity in all areas.

The purpose of using a nodal approach helps the city create centers of activity throughout the city which helps address mobility and traffic congestion issues while laying the groundwork for transit corridors. Circles shown on the map below indicate recommended centers of activity.



3. *Shift from Land Uses to Place Types.*

The current Future Land Use Map is based on a variety intensities of land uses – agriculture, residential, commercial, industrial, parks and open space. This is a traditional method of land use planning. Recent planning trends go beyond just land use and consider the scale and character to create places.

The proposed Future Land Use Map envisions Bentonville’s growth through 2050 and beyond by employing “place types” to delineate purpose and character for the projected population of 217,000. There are three main categories: Centers, Neighborhoods and Corridors. There are also recreation and specialized place types. Within each place type are three to four categories with varying intensity of uses and development patterns, shown below.

Place Types	
Centers	Regional Center City Center Neighborhood Center
Neighborhoods	Urban Neighborhood Walkable Neighborhood Traditional Neighborhood Suburban Neighborhood
Corridors	Urban Corridor Walkable Corridor Suburban Corridor
Recreation	Outdoor Entertainment Parks and Public Spaces
Specialized	Rural and Estates Industry and Technology Civic and Institutional



4. *Impact on Municipal Budget.*

The impact of a variety of development types on tax revenues and overall financial contribution to the city was key to preparation of the FLUM. Bentonville’s growth strategy is designed to weigh the cost implications of various densities, balance community character, support fiscal sustainability and efficient use of land. Growth patterns significantly influence infrastructure costs, land consumption, and the city’s long-term financial health. A thoughtful approach allows the city to manage the trade-offs between outward expansion and higher density development while preserving Bentonville’s quality of life. (See \$ dial above).



The annual net contribution by developed acre of each place type was calculated, then balanced across the city to ensure those place types with a lower net contribution are offset by those with higher net contribution.

Next Steps

1. *Adoption of a Future Land Use Map and Zoning Alignment Policy.*

Immediately following adoption of the FLUM, adoption of an alignment policy is recommended. This policy is adopted by resolution setting the review criteria for rezoning requests in the interim between adoption of the FLUM and the new zoning and land development code. This policy is presented as a separate agenda item.

2. *Adoption of zoning and land development codes.*

Phase 2 of Plan Bentonville is creation of zoning and development codes that align with the place types in the FLUM. The first draft is expected by this summer.

3. *Annual review of the FLUM.*

Currently, when a property owner requests a rezoning that does not align with the FLUM, they first request a change to the FLUM. The request to change the land use and then the zoning are usually submitted at the same time. This process has become cumbersome with several requests to change land use at nearly every Planning Commission meeting. To encourage development that aligns with the FLUM and to consolidate amendments to the FLUM, staff is recommending the FLUM be reviewed annually. Property owners may request changes to the FLUM at that time.

4. *Future Study Areas.*

There are areas identified on Exhibit D that City Council believed needed further analysis after adopting this Future Land Use Map. Area 1, due to the future interchange of J Street and I-49; Area 2, for potential downtown historic preservation and Area 3, the southern agricultural areas that are currently unserved by utilities.

RESOLUTION NO. _____

A RESOLUTION ADOPTING A NEW FUTURE LAND USE MAP AND PLACE TYPES FOR THE CITY OF BENTONVILLE, ARKANSAS; AMENDING THE 2018 BENTONVILLE COMMUNITY PLAN; ADOPTING A FUTURE LAND USE MAP AND ZONING ALIGNMENT POLICY PURSUANT TO ARKANSAS CODE ANNOTATED §14-56-414; AND FOR OTHER PURPOSES.

WHEREAS, the Future Land Use Map is the foundation for future community development, showing the desired location for each land use as the city continues to grow and develop while serving as a guide for land use and development decisions;

WHEREAS, the Bentonville Community Plan and Future Land Use Map were adopted on October 23, 2018;

WHEREAS, in 2023, city officials determined a need to update the Future Land Use Map due to continuing growth;

WHEREAS, the city hired DPZ CoDesign to lead a year-long process, guided by robust public engagement, which provided the direction for the Future Land Use Map Update;

WHEREAS, a Future Land Use Map and Zoning Alignment Policy is needed in the interim until new zoning districts are adopted; and

WHEREAS, additional areas of study have been identified on the Future Land Use Map that will be analyzed in greater detail upon adoption of the Future Land Use Map and Place Types.

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

Section 1: That the Future Land Use Map of the City of Bentonville, Arkansas as shown in *Exhibit A: Bentonville Future Land Use Map* is herein established by the Planning Commission and the City Council pursuant to Ark. Code Ann. §14-56-414, three copies of which are on file with the City Clerk and which is hereby adopted by reference as though it were copied herein fully;

Section 2: That Bentonville Community Plan, Chapter 2 Community Profile is hereby updated by adding *Exhibit B: Community Plan Update to Chapter 2 and Chapter 4*, three copies of which are on file with the City Clerk and which is hereby adopted by reference as though it were copied herein fully;

Section 3: That the Future Land Use Map and Zoning Alignment Policy as shown in Exhibit C is herein established by the Planning Commission and City Council, three copies of which are on file with the City Clerk and which are hereby adopted by reference as though it were copied herein fully;

Section 4: That the areas highlighted in *Exhibit D: Study Areas* will undergo further analysis, and proposed amendments will be submitted for review to Planning Commission no later than July 31, 2025;

Section 5: That a copy of this Resolution and all exhibits will be filed with the City Clerk and the County Recorder;

Section 6 - 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;

Section 7 - 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; and

Section 8: That this Resolution shall be in full force and effect from and after the date of its passage.

PASSED and APPROVED this _____ day of _____, 2025.

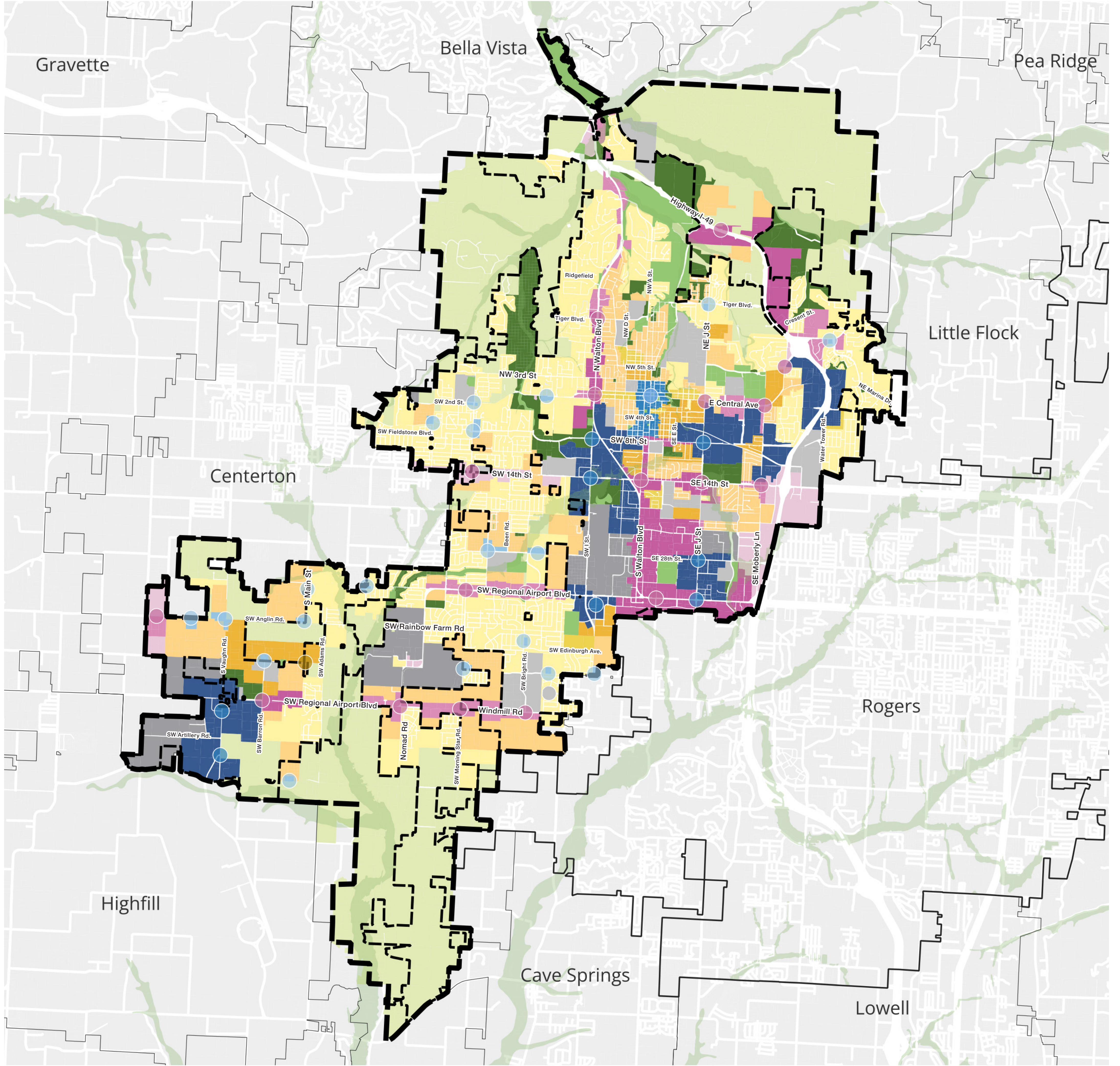
APPROVED:

Stephanie Orman, Mayor

ATTEST:

Malorie Marrs, City Clerk

EXHIBIT A: Future Land Use Map



Centers

- Regional (1,868 acres)
- City (108 acres)
- Neighborhood (129 acres)

Neighborhoods

- Urban (686 acres)
- Walkable (3,066 acres)
- Traditional (155 acres)
- Suburban (5,766 acres)

Corridors

- Urban (1,248 acres)
- Walkable (717 acres)
- Suburban (605 acres)

Recreation

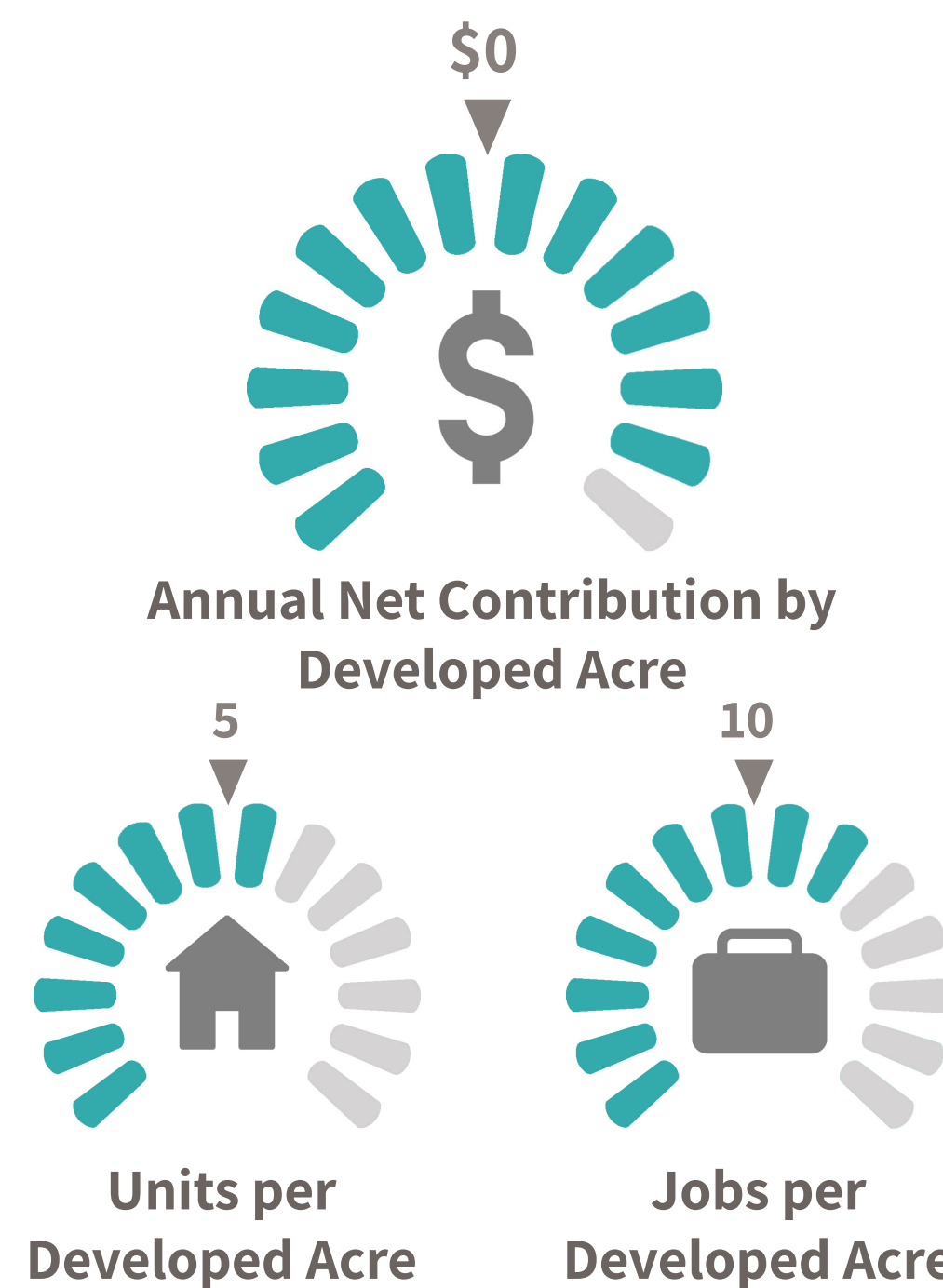
- Outdoor Entertainment
- Parks and Public Spaces

Other

- Rural and Estates
- Industry & Technology
- Civic and Institutional

Boundaries and Overlays

- Hazard Overlay for Floodways
- City Boundary
- Planning Boundary



2

AT A GLANCE

Bentonville's Regional Role

Population Growth

People

Housing

Jobs

Community Outreach

Past Plans and Studies

EXHIBIT B: COMMUNITY PROFILE

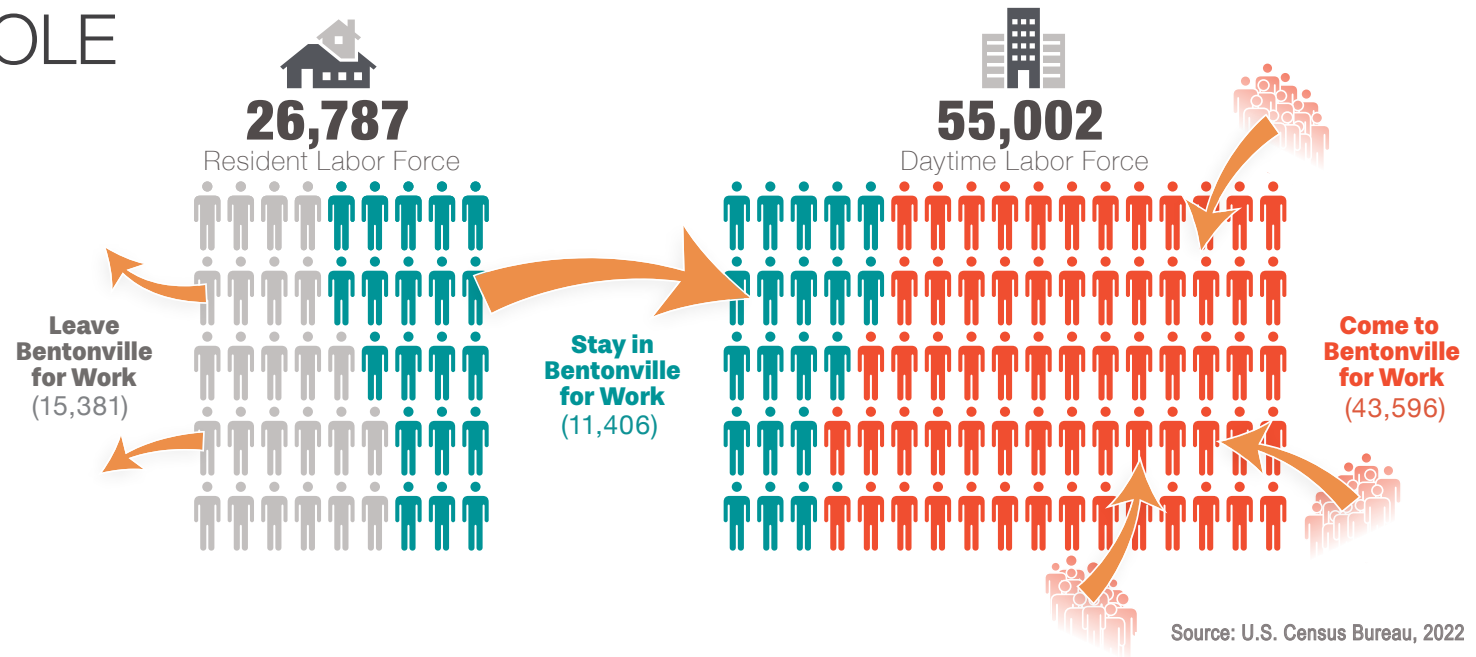
2024 UPDATE

Over the past decade, Bentonville has seen an unprecedented rate of growth, transforming the city and positioning it for further expansion and economic diversification. This concentrated growth in Bentonville—within a rapidly expanding Northwest Arkansas—has outpaced the development of housing, transportation, and essential infrastructure, leading to challenges such as traffic congestion, limited sewer capacity, and escalating housing costs. Bentonville's unique small-town charm remains an important community value, and preserving this quality amid urbanization requires new residential and commercial developments that relieve pressure on the city center while supporting fiscally responsible growth.

At this pivotal moment, the Community Plan has been updated to better address Bentonville's evolving needs and capitalize on the opportunities presented by regional growth. The updated plan takes into account Bentonville's current demographic trends, housing needs, job market, and community feedback to guide strategic land use and transportation decisions. This growth trajectory presents a significant opportunity to diversify the regional economy, broaden housing choices, and improve quality of life through thoughtful placemaking initiatives and the conservation of nearby rural and natural areas.

This chapter outlines the key factors influencing the Community Plan, including a detailed analysis of demographics, employment, housing, and input from Bentonville residents. Together, these components serve as a foundation for the plan's strategic recommendations—found in the following chapters—that aim to support Bentonville's development in a way that aligns with the city's values, meets the needs of a diverse and growing population, and ensures a vibrant future for the community.

BENTONVILLE'S REGIONAL ROLE



A CHANGING REGION

Over the past two decades, Northwest Arkansas has transformed from a largely rural area into a dynamic, economically diverse region with increasing national recognition. Bentonville, in particular, has evolved from a quiet town centered around Walmart's headquarters to a vibrant economic, cultural, and social hub. This evolution has brought numerous benefits, including a strong job market, world-class recreational and cultural facilities, and a growing selection of diverse dining and entertainment options. Regionally, Bentonville serves as a destination for both employment and entertainment and is gaining recognition as a national hotspot for recreation and culture.

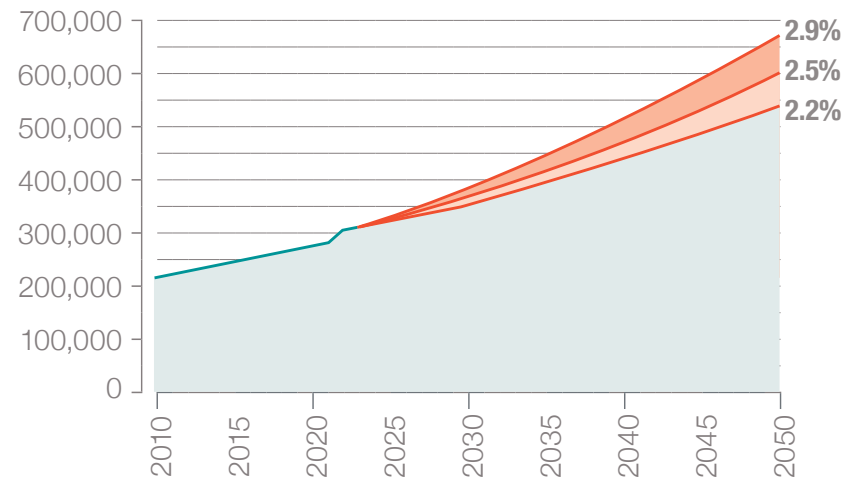
Bentonville's position as a regional employment leader has created significant transportation pressures, with 80% of the city's workforce commuting daily from surrounding areas, leading to congestion on city streets. The pace and spread of regional growth have outpaced transportation infrastructure, with future facilities needing better regional coordination. As Bentonville continues to expand, addressing transportation challenges will be critical to maintaining the city's quality of life.

As a center for entertainment, recreation, and culture, Bentonville attracts visitors from far and wide. It's common to hear various languages around the town square and to see mountain bike riders throughout downtown. While the tourist sector has been bolstered by high-quality attractions, an expanding food scene, and increasing flight options, there remains a shortage of lodging and transportation resources. The resulting rise in short-term rentals has added pressure to the already high-demand housing market.

Bentonville's growth is part of a broader regional trend. Nearby cities like Rogers have developed housing, retail, and office spaces that are deeply connected to Bentonville's economy and weekday population. The surrounding cities of Centerton, Bella Vista, and Pea Ridge have also expanded, offering residential options to support the Bentonville-Rogers economic hub. To the south, Springdale and Fayetteville form another economic and cultural pairing, driven by the University of Arkansas and a mix of office, retail, and housing developments. Together, this regional growth, along with strong economies and emerging cultural assets, is accelerating overall expansion, as reflected in optimistic growth projections.

The Community Plan is designed to meet Bentonville's unprecedented growth and increasingly diverse population and economy. As the region continues to develop beyond previous expectations, Bentonville must actively manage this growth to preserve its unique character, reduce strain on downtown and surrounding neighborhoods, and foster an environment that supports long-term economic resilience and vitality.

POPULATION (BENTON COUNTY, AR)



Source: U.S. Census, LandUse USA

POPULATION GROWTH

BENTONVILLE'S SCALE

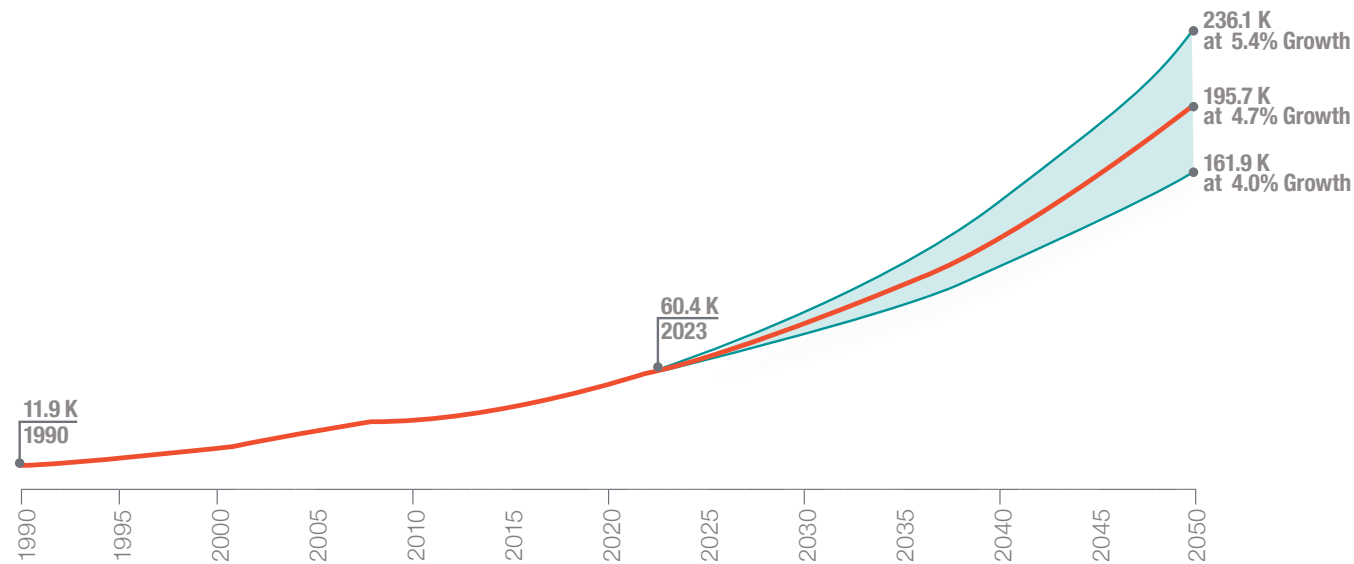
Recent unprecedented growth has raised a central question: just how much will Bentonville expand in the coming decades?

To guide planning, three growth scenarios have been developed, each offering a long-term population forecast. In a moderate growth scenario, current rates would slow to about 4.0% annually, with the population reaching approximately 161,900 by 2050. If recent growth trends hold steady at 4.7%, Bentonville's population could approach 195,700 by 2050. In an accelerated scenario of

5.4% annual growth, a rate that Bentonville has recently experienced, the population could surge to nearly 236,100 by 2050. Even at the conservative 4% growth rate, projections suggest a population over 230,000 by 2060, indicating that Bentonville may quadruple in size within the next few decades.

The Community Plan outlines strategies to accommodate a city four times its current size. Limiting growth within Bentonville would likely shift demand to surrounding communities, worsening traffic congestion and straining resources.

To meet these challenges, Bentonville must proactively manage its expansion, directing growth to meet the city's fiscal needs while enhancing quality of life for its residents. The city should align its policies to enable a fast pace of development to accommodate a diversity of demand for housing and for economic expansion. Both should consider cost and the growing lack of affordability - for places to live and for new businesses to establish.



POPULATION (BENTONVILLE)

Source: U.S. Census, LandUse USA

PEOPLE

EVOLVING POPULATION

Bentonville's demographic profile is shifting rapidly, with a notable increase in foreign-born residents, especially from India, and an influx of newcomers from other states like Texas, Missouri, and Oklahoma. These trends are diversifying the community and driving demand for housing, varied recreational facilities, and culturally relevant services. Bentonville also has a relatively young, affluent, and well-educated population. With a median household income projected to reach \$105,600 by 2028 and over half of residents holding a bachelor's degree or higher, the city stands out as an attractive hub for economic activity and skilled labor.

The following actions represent some of many ways the city can advance its programs, policies, and partnerships to support an evolving population.

Culturally Inclusive Community Services: Develop parks, libraries, and community centers that reflect the city's diverse population, with multilingual materials, cultural programming, and event spaces that celebrate different backgrounds.

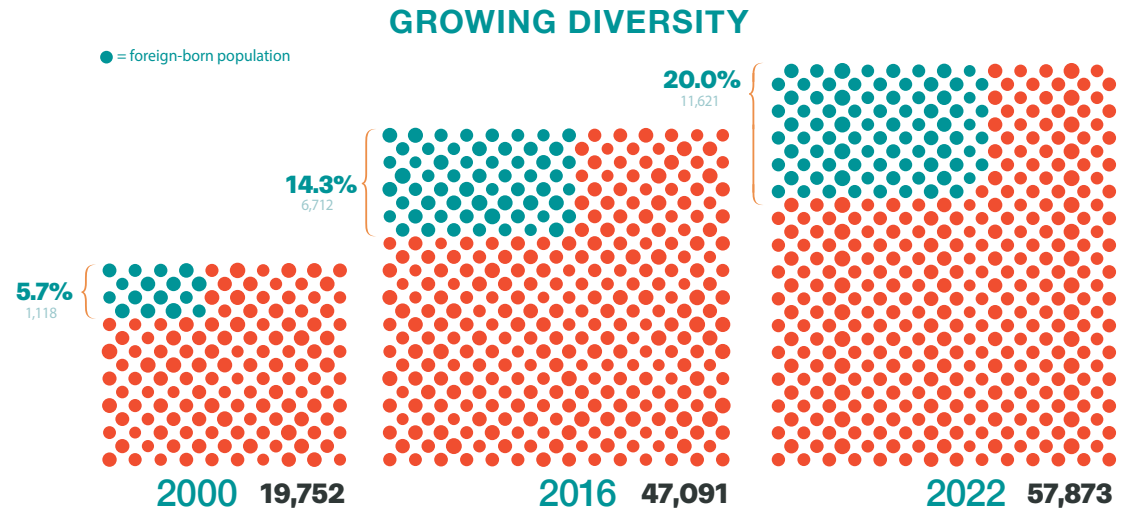
Housing Diversity: Create policies to promote a range of housing types, from affordable homes for young professionals to larger residences for families, meeting the varied needs of a multicultural population.

Support for New Residents: Enhance orientation programs and support services tailored for newcomers, including international residents, to ease integration into the community and familiarize them with local services.

Youth and Senior Programs: Expand resources for both younger families and the city's slowly aging population by developing programs that address intergenerational needs, including family-friendly facilities, as well as age-friendly infrastructure and services.

Education and Workforce Development: Strengthen ties with local educational institutions and employers to attract and retain a skilled workforce, focusing on programs that bolster lifelong learning and career development.

Economic Opportunity and Small Business Support: To harness the city's affluence and professional talent, encourage entrepreneurial activity through small business incentives and culturally inclusive economic programs, supporting Bentonville's growth as a diverse, prosperous community.



Source: American Community Survey

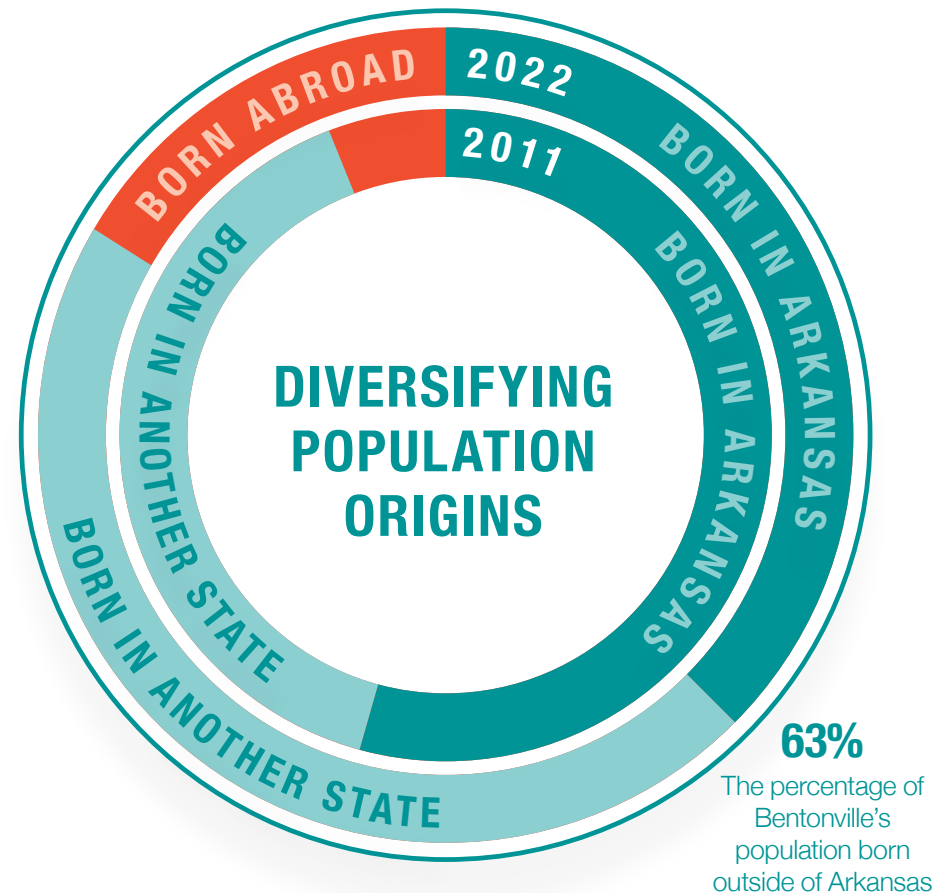
Origins of Foreign Born. According to the American Community Survey, the majority of foreign-born residents moving to Bentonville are from India, a proportion that has increased significantly over the past decade, rising from 38.7% in 2010 to 53.2% in 2021. In contrast, immigrants from Mexico represent a much smaller share and have been declining over time, dropping from 28.2% in 2010 to 11.9% in 2021. Other notable groups include immigrants from South and Central America (17.0% combined) and East Asia (11.7% combined), reflecting a growing diversity in Bentonville’s population.

This increased diversity includes both foreign-born individuals and those relocating from other U.S. states, collectively contributing to rising housing demand, shifting lifestyle preferences, and influencing city services such as parks and libraries. Together, these demographic changes are

reshaping Bentonville’s cultural and social landscape, underscoring the city’s need for responsive planning and community services.

Movement. According to IRS tax filing data, most new households migrating into Benton County each year are relocating from neighboring Washington County, with over 3,500 people moving annually between 2016 and 2020. When residents leave Benton County, they are just as likely to move back to Washington County as they are to other counties within Arkansas. Additionally, new residents

are arriving from neighboring states, particularly Texas, Missouri, and Oklahoma, each contributing approximately 1,000 to 1,500 people annually. International migration is also notable, with around 1,400 households moving from abroad. This influx of foreign-born residents has significantly enriched Bentonville’s diversity, adding to the area’s multi-cultural fabric.



Source: U.S. Census, LandUse USA

Race. Bentonville is more racially and ethnically diverse than the surrounding region. According to the 2022 American Community Survey, 67% of Bentonville’s population identifies as exclusively White or Caucasian, which is lower than the figures for Benton County (72%) and the State of Arkansas (73%). Additionally, just 5% of Bentonville’s residents report being Black, African American, or identifying as two races with one being White. While this is higher than Benton County’s average of 3%, it remains significantly below the state average of 16%.

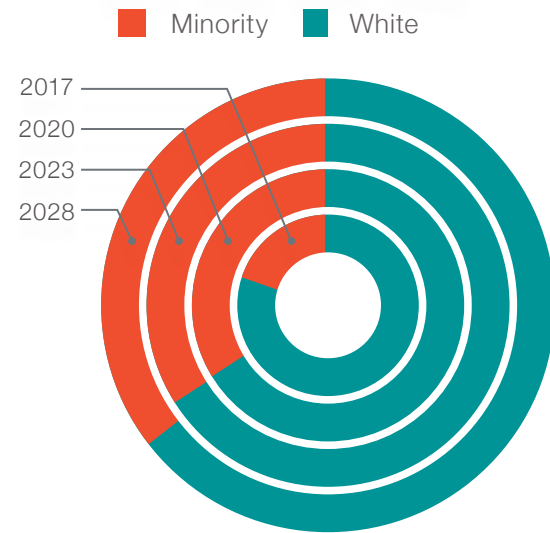
In contrast, Bentonville has a notable Asian population, with 10% of residents identifying as Asian Indian and another 3% identifying with other Asian nationalities, totaling 15%. This combined percentage is particularly high compared to Benton County (5%) and the state average (3%).

Regarding ethnicity, 10% of Bentonville’s population identifies as Hispanic, Latino, or Latina, which is lower than Benton County’s rate of 17% but slightly higher than the state average of 8%. These statistics highlight Bentonville’s unique position within the broader demographic landscape of the region, showcasing its growing diversity.

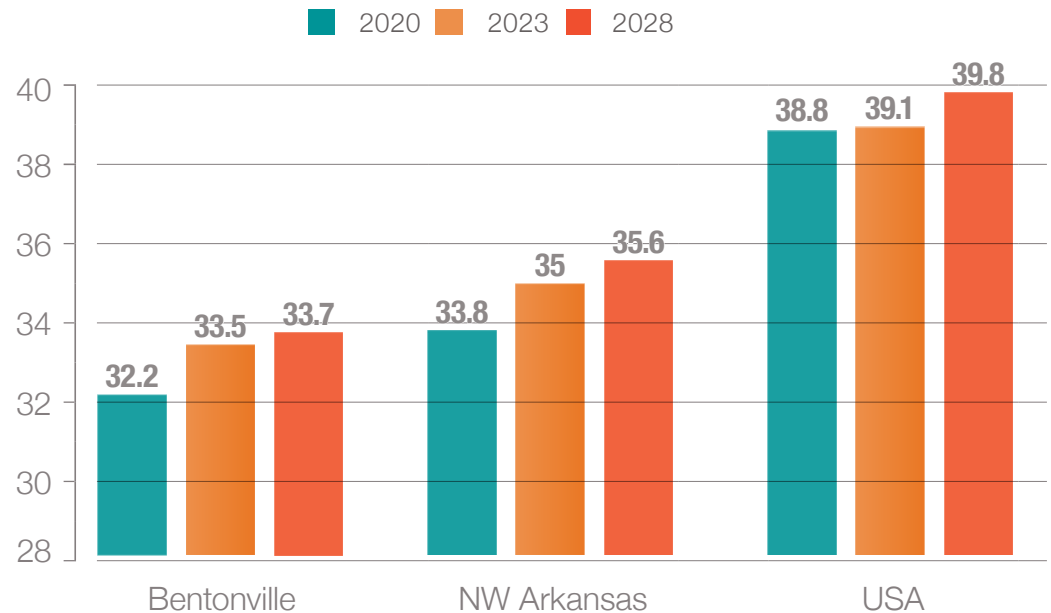
Age. Bentonville’s population is aging, yet it remains relatively young, with a median age of 33.5 in 2023, projected to rise only slightly to 33.7 by 2028. Compared to the broader region and the country, Bentonville is experiencing a slower aging process, indicating an increasing proportion of younger residents relative to both the region and the nation.

This demographic profile suggests a vibrant, working-age population with the potential for continued growth and economic development. However, it also highlights the need to address the demands of an aging population while catering to the preferences of young professionals and balancing housing services effectively. This dual focus can help ensure that Bentonville remains a dynamic community capable of meeting the diverse needs of its residents.

RACIAL DISTRIBUTION (2017, 2020, 2023, 2028)



MEDIAN AGE OVER TIME

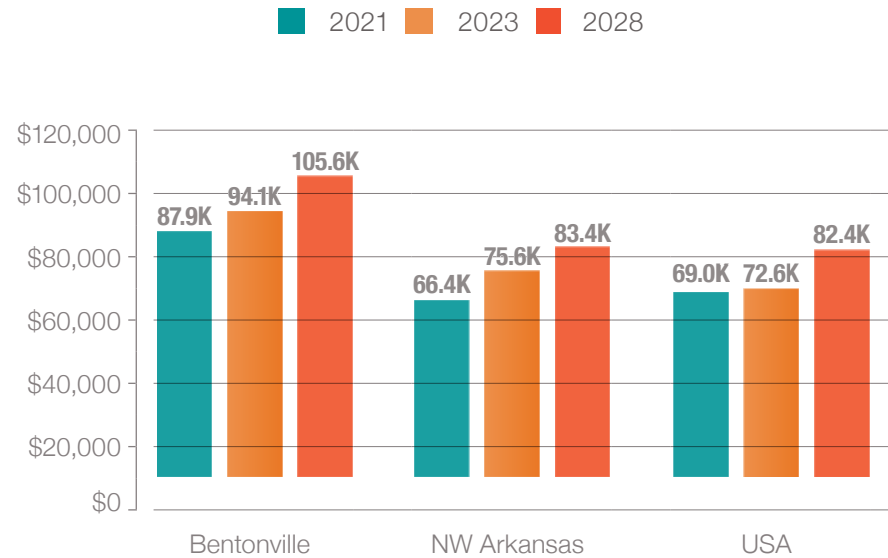


Source: U.S. Census, ESRI Business Analyst

Income. Incomes in Bentonville are on the rise, with households in the city demonstrating greater affluence compared to those in the surrounding region. As of 2023, the median household income in Bentonville is estimated to be \$94,100. By 2028, this figure is expected to increase by nearly \$11,500, reaching approximately \$105,600. This projected growth surpasses that of the region, where median household incomes are anticipated to rise from \$75,600 in 2023 to \$83,400 in 2028. In comparison, the national median household income was estimated at around \$74,580 in 2023, with projections suggesting an increase to approximately \$81,000 by 2028. This indicates that Bentonville's growth rate not only reflects local economic strength but also positions it as an attractive area relative to national trends.

Overall, these income trends underscore Bentonville's appeal as a desirable place to live and work, contributing to its growing reputation as a hub for economic activity and quality of life.

MEDIAN HOUSEHOLD INCOME



Source: U.S. Census, ESRI Business Analyst

GROWING AFFLUENCE (2017-2022)



Actual increase in the median household income

GROWING AFFLUENCE (2022-2030)

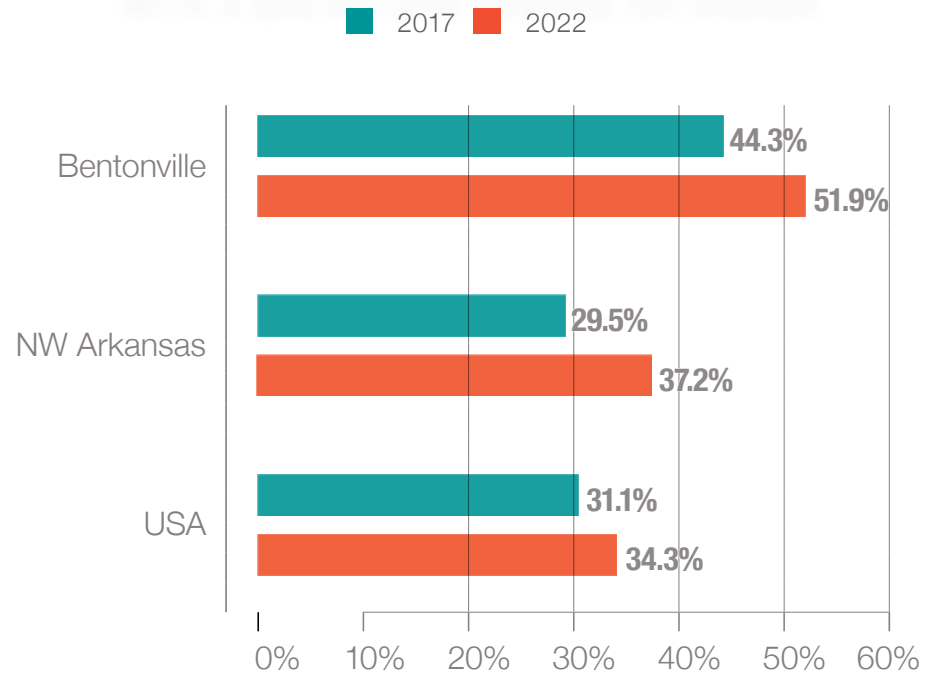


Projected increase in the median household income

Source: American Community Survey

Education. Bentonville residents are notably well-educated. As of 2022, 51.9% of individuals over the age of 25 hold a bachelor's degree or higher, significantly surpassing both the regional average of 37.2% and the national average of 34.3%. This emphasis on education contributes to Bentonville's competitive edge, as it attracts affluent households and skilled professionals, further bolstering local businesses and services. Overall, Bentonville outpaces the broader Northwest Arkansas region in both income and educational attainment. This demographic advantage plays a critical role in driving economic growth and establishing the city as a desirable location for businesses and a skilled workforce.

PERCENTAGE OF POPULATION (25 YEARS.+) WITH A BACHELORS DEGREE OR HIGHER



Source: Houseal Lavigne Associates, ACS

HOUSING

CRITICAL HOUSING NEEDS

Bentonville's housing landscape, characterized by a modern stock mostly built between 1990 and 2019, currently reflects a strong emphasis on single-family homes, which make up 70% of all units. Multi-family housing constitutes only 27%, with duplexes at just 2%, which falls below the national average for multi-family units and may limit options for young residents or those seeking more affordable living arrangements. Additionally, the city has experienced rapid home value appreciation, with the median home price soaring from \$170,000 in 2010 to \$570,000 by 2024. This rapid price escalation indicates a housing market under high demand, with values projected to rise even further by 2028, potentially reaching \$750,000. With Bentonville's growth expected to surpass 30,000 housing units by 2030, there is an urgent need to expand housing diversity to meet the evolving preferences and needs of its growing population.

Addressing these conditions requires programs and policies encouraging change such as the following:

Diversify Housing Types

- **Expand Multi-Family Housing:** Encourage multi-family developments and townhomes to increase affordable housing options. This can support younger residents, those seeking rental options, and first-time homebuyers.
- **Incentivize Duplex and Townhome Construction:** Offering incentives for developers to build duplexes and townhomes will diversify the housing stock and provide affordable entry points in a competitive market.

Adopt Affordable Housing Policies

- **Through City Council or an Affordability Task Force** explore ways to counter rapid price growth and keep homeownership accessible, establishing and adopting policies to incentivize affordable housing.

Public-Private Partnerships

- **Partner with Developers for Mixed-Income Housing:** Collaborate with developers on

mixed-income housing projects to ensure affordable units are available within larger developments.

- **Leverage Nonprofits for Affordable Housing Solutions:** Partner with nonprofit housing organizations to create affordable rental and ownership opportunities, especially for essential workers.

Sustainable Growth:

- **Promote Walkable, High-Density Developments:** Align housing growth with broader city goals by focusing on transit-oriented, walkable developments, especially near employment centers and public amenities.

Data-Driven Approach to Short-Term Rentals

- **Implement a Short-Term Rental Monitoring Program:** Collect accurate data on short-term rentals and assess their impact on housing affordability and availability. This data can inform policies to regulate and manage these units without reducing long-term rental options.

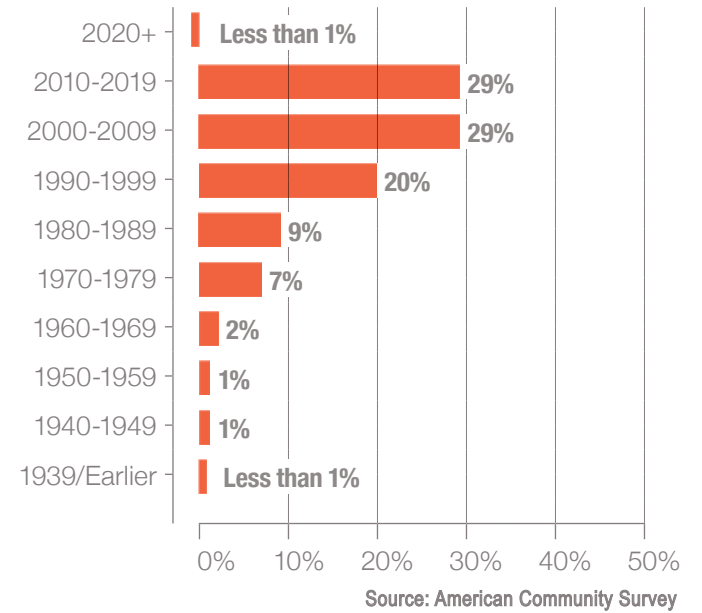
Units by Age. The majority of housing units in Bentonville were constructed between 1990 and 2019, with less than 20% built prior to 1980 and fewer than 1% added after 2020. This age distribution reflects a relatively modern housing stock, yet to accommodate projected population and household growth, Bentonville may need to focus on developing new housing options. This is particularly important given the rapid pace of growth in the region, which necessitates a proactive approach to housing development.

Units by Type. In Bentonville, 70% of housing units are single-family detached homes, 27% consist of multi-family units or townhomes, and only 2% are classified as duplexes. Nationally, the high share of single-family homes is also prominent but varies significantly by region. According to the U.S. Census Bureau, approximately 61% of all housing units in the United States are single-family homes, while multi-family units account for about 29% of the housing stock. Bentonville's ratio of single-family

homes is slightly above the national average. In contrast, many small and mid-sized cities across the country tend to have a higher percentage of multi-family housing, which is increasing in response to a growing demand for more affordable housing options.

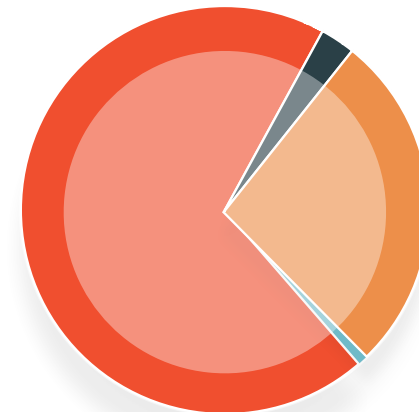
The shift towards more multi-family units and townhomes in many cities reflects broader trends in housing preferences, particularly among younger generations who prioritize walkability and proximity to amenities. In Bentonville, however, the relatively lower percentage of multi-family units suggests that while the city remains attractive for families, there may be a missed opportunity to accommodate younger residents and those looking for more affordable living arrangements. This imbalance underscores the need for Bentonville to diversify its housing options to meet the evolving demands of its growing population, aligning with national trends that increasingly favor a mix of housing types to support various lifestyles and economic backgrounds.

HOUSING UNITS BY AGE (1939-2021)



HOUSING TYPE (2019-2022 AVG.)

- SF Detached (70%)
- Multi-Family (27%)
- Two Units / Duplex (2%)
- Mobile Home (1%)



Source: American Community Survey

Units by Tenure. In Bentonville, approximately 47% of housing units are owner-occupied, while 45% are renter-occupied, and only 8% remain vacant. These figures indicate a relatively balanced housing market, with a slight preference for homeownership. Notably, the data does not account for short-term rentals, for which accurate local measurements are currently unavailable.

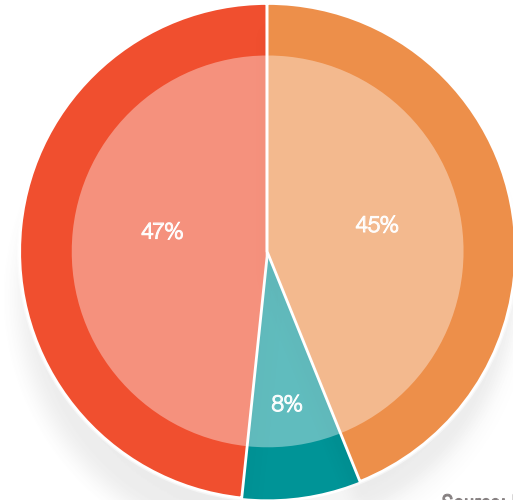
Comparatively, national trends reflect a different landscape in residential occupancy. According to the U.S. Census Bureau, the national average for owner-occupied housing units stands at around 65.4%, while rental occupancy accounts for approximately 34.6% of housing units. This suggests that Bentonville's rental market is

more pronounced than the national average, potentially indicating a greater demand for rental options, particularly among younger populations and those seeking flexible living arrangements. The lower vacancy rate in Bentonville may also reflect a strong demand for housing, further emphasizing the need for continued development to accommodate growth.

Overall, Bentonville's occupancy statistics highlight the city's appeal to both homeowners and renters, but they also suggest a potential opportunity for expanding housing diversity to meet evolving demographic needs, consistent with broader trends observed across the country.

HOUSING BY TENURE (2021)

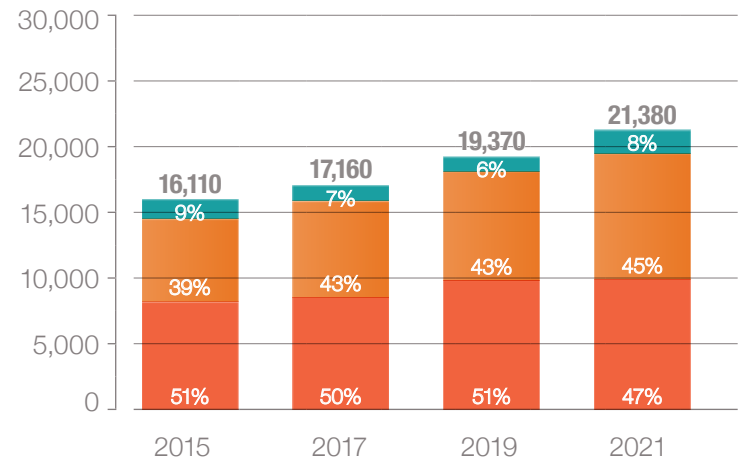
Owner Occupied Renter Occupied Vacant



Source: US Census

HOUSING UNITS BY OCCUPANCY

Vacant Renter Occupied Owner Occupied



Source: US Census

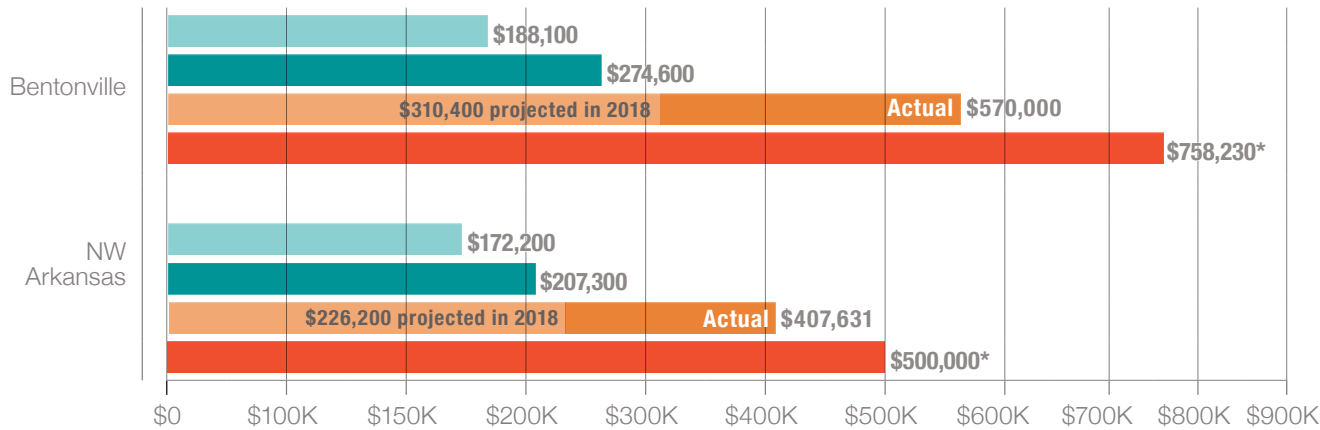
Median Home Value.

In Bentonville, the median home value for owner-occupied housing units surged from around \$170,000 in 2010 to \$274,600 by 2021. This rapid growth reflects Bentonville’s booming market, with property values climbing much faster than previously anticipated. By 2024, the median home value had reached \$570,000, significantly exceeding earlier estimates and underscoring the city’s high demand. Based on current trends, projections suggest that by 2028, the median home value in Bentonville could exceed \$750,000, driven by ongoing population growth, economic expansion, and limited housing supply.

Nationally, median home values have also seen consistent growth, although at a slower rate compared to Bentonville. As of early 2024, the U.S. median home price hovered around \$417,000, with markets in smaller cities and high-growth areas like Bentonville showing sharper increases due to demand outpacing supply. Many markets nationwide are responding to the dual pressures of limited housing inventory and heightened demand, particularly in regions experiencing economic and job growth. However, Bentonville’s accelerated price growth stands out, highlighting its appeal as an attractive, economically vibrant destination while reflecting broader national trends of appreciating home values.

MEDIAN HOME VALUE

2017 2021 2024 2028

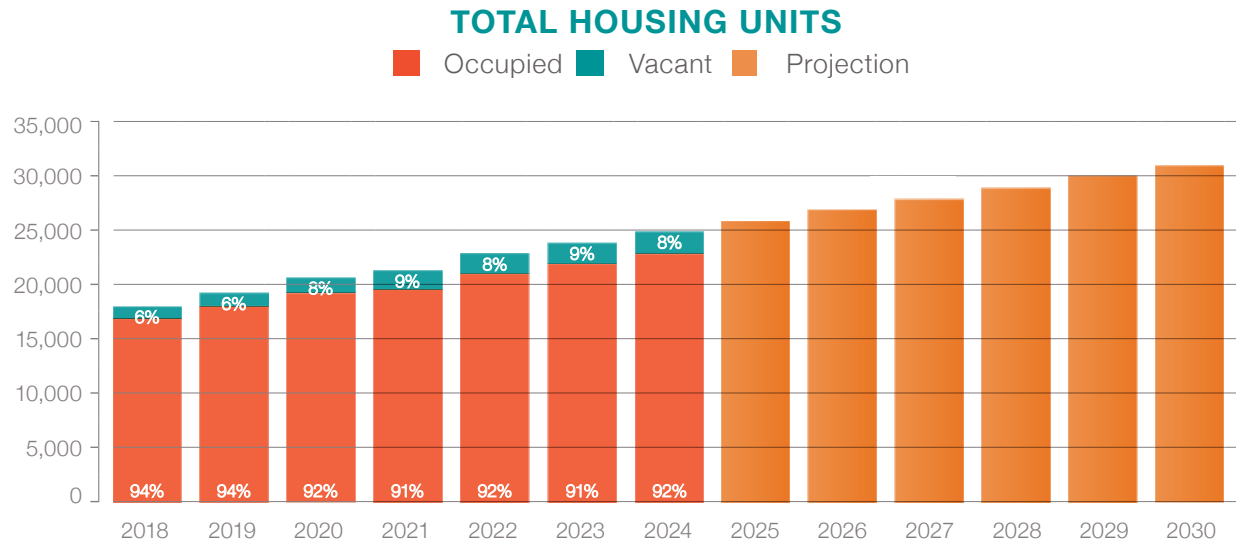


Source: Houseal Lavigne Associates, ACS, ESRI Business Analyst
 *Most optimistic scenario

Total Housing Units.

Bentonville's housing stock expanded significantly from over 13,000 units in 2010 to more than 20,000 units by 2020. With population and economic growth driving further demand, the city is on track to exceed 30,000 housing units by 2030 if growth continues at a similar pace. This trend reflects broader national housing dynamics where rising demand is fueling growth in both single-family and multi-family housing. Nationally, the percentage of multi-family units has been growing in response to

a shift in housing preferences, especially among younger generations seeking affordability, urban amenities, and more flexible living arrangements. Bentonville's multi-family housing share, while traditionally stable, has also seen recent increases as local demand adapts to these broader lifestyle trends. This shift aligns with many U.S. markets, where multi-family developments are a key part of meeting diverse housing needs in growing cities.



Source: U.S. Census, LandUse USA

DEVELOPMENT REPORT

Bentonville’s housing market increasingly favors multi-family and townhomes, reflecting national trends driven by rising home prices and remote work. The commercial market also follows national patterns, focused on completing existing projects over initiating new development.

Residential Development.

Bentonville’s housing market has shifted, with multi-family and townhome construction outpacing single-family development. In 2016, 549 single-family homes were permitted compared to 314 multi-family units. By 2018, single-family permits stayed steady at 487, while multi-family surged to 1,032. Although the pace slowed during the pandemic, multi-family permits rebounded to 585 in 2023. That year, total lots platted declined, with final plats down 12.5% and preliminary plats down 48.8%. Still, multi-family construction rose 67.4%, totaling 914 planned units, including 168 townhomes and 746 multi-family residences, compared to 322 single-family units. Bentonville’s housing production continues prioritizing townhomes and multi-family housing, reflecting market demand.

Comparison to National Trends: Nationally, multi-family housing demand is growing, fueled by rising home prices, preferences for apartments, and the remote work trend. Bentonville reflects this shift to diversify housing options and address affordability challenges.

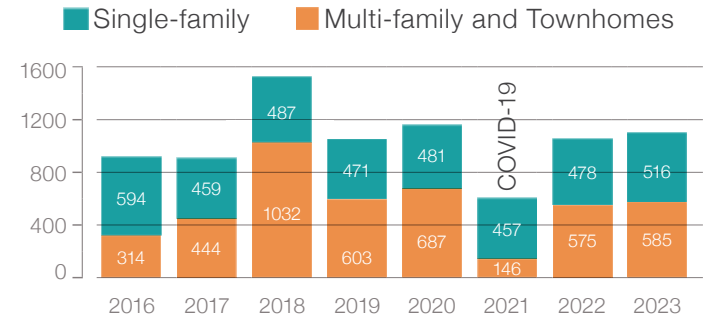
Commercial Development.

Bentonville’s commercial sector showed mixed results in 2023. The city issued 156 commercial permits, a slight decline from 2022, but permit values dropped 41.9%, from \$493 million to \$286 million. Despite this, completed commercial projects rose 19%, showing a focus on finalizing developments. This shift underscores a move away from initiating large projects toward completing and upgrading existing spaces to meet demand.

Comparison to National Trends: Nationwide, commercial real estate saw similar patterns, with reduced new permit values due to economic uncertainties, rising interest rates, and declining demand for office spaces. Like other cities,

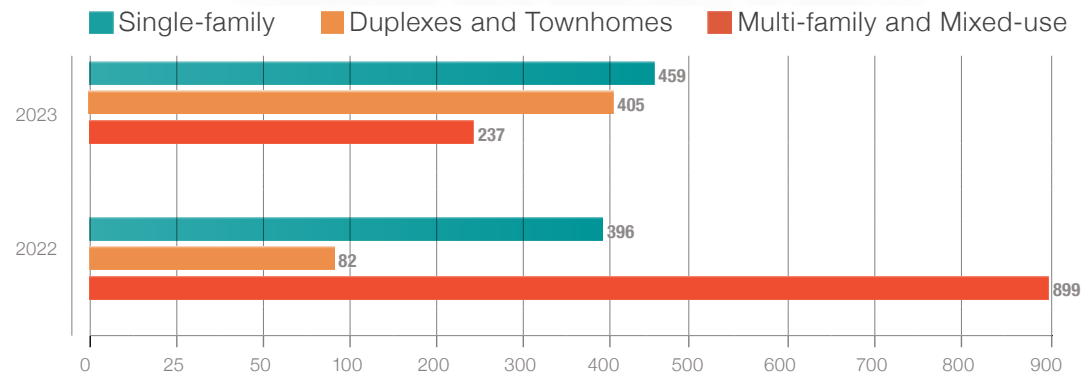
Bentonville’s market emphasizes completing projects and enhancing infrastructure, reflecting a broader trend toward adaptable, efficient commercial development.

RESIDENTIAL UNITS BUILT



Source: City of Bentonville

TOWNHOME DATA AVAILABLE IN 2022-23



Source: City of Bentonville

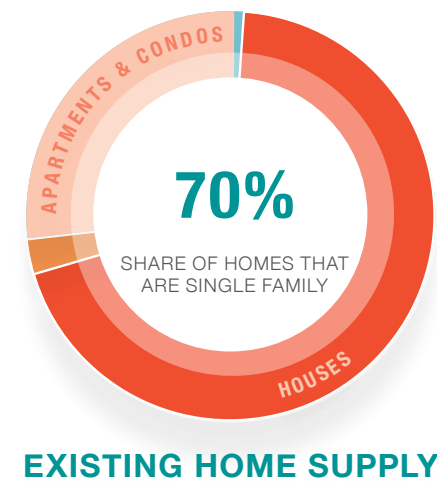
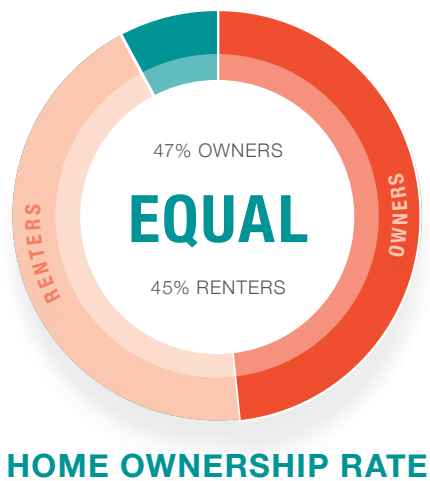
BALANCING SUPPLY AND DEMAND

Bentonville’s housing demand remains robust, with especially high interest in both single-family homes and apartments or condos from prospective renters and buyers. This demand reflects a diverse spectrum of housing needs in the community: some residents are attracted to the rural tranquility outside the city center, while others prefer the vibrancy of downtown. Similarly, some residents seek large homes with spacious yards, while others prioritize smaller, low-maintenance options. This range of preferences highlights the importance of a variety of housing options—both ownership and rental opportunities—to meet different lifestyle needs, economic circumstances, and personal preferences.

Providing a broad selection of housing supports a dynamic and inclusive economy that benefits from a mix of residents across backgrounds and life stages.

However, Bentonville’s housing supply has not kept pace with this growing demand, resulting in gaps that affect both renters and owners. The city’s current housing mix, dominated by single-family homes, does not fully align with demand: many renters occupy single-family homes due to limited apartment options, and prospective homeowners often face a shortage of townhomes and condos.

To better match demand, the city could benefit from increasing the supply of diverse housing types, including single-family homes, townhomes, apartments, and condos. This approach would promote a balanced market, allowing smaller households to avoid occupying larger homes and helping families find affordable space, which could help moderate housing costs across the city.



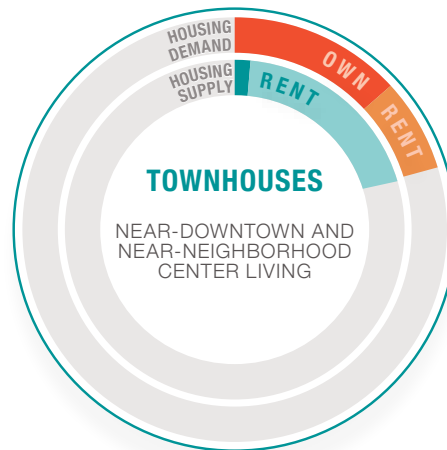
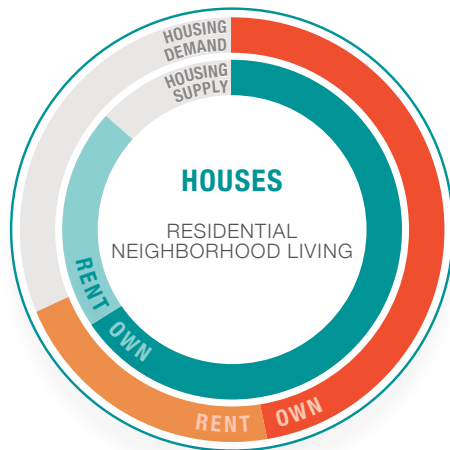
Source: LandUse USA

Single-Family Homes: Demand for all types of single-family homes is strong in Bentonville, and in a variety of settings. However, current housing production may over-saturate this segment over time. Adjusting new construction to include more condos, townhomes, and small homes near urban areas would help address shifting demands and support a broader mix of residents.

Townhomes: Townhome construction has largely kept up with demand, and demand for this type of housing is expected to remain steady. However, there are more townhomes available for rent than for sale, highlighting a gap in options for buyers. To sustain this demand, additional areas suited to townhome living—close to, but not in the middle of, vibrant activity centers—would enhance Bentonville’s offerings.

Apartments and Condos: Apartment availability is limited, with a high unmet demand for condo living as well. Increased construction of both apartments and condos is necessary to meet lifestyle preferences, especially for those who seek an active, low-maintenance urban environment. Along with new construction, developing more areas with a downtown-like atmosphere outside of the current downtown would support demand for apartment and condo living and provide more options for residents seeking a lively, connected community.

Community Plan. The plan guides housing growth toward a diverse mix of types and settings, from bustling urban areas to quiet neighborhoods. This balanced approach will help align the city’s housing market with demand, contributing to a vibrant, sustainable local economy and a well-served, thriving population.



SUPPLY AND DEMAND FOR HOMES BY TYPE AND OWNERSHIP

Source: LandUse USA

JOBS

Bentonville is a Regional Employment Hub

Bentonville is an anchor for Northwest Arkansas’s economy, supported by major corporations like Walmart, J.B. Hunt, and Tyson Foods. These companies attract talent and supplier networks, driving regional growth and fostering economic development. Building on this success, Bentonville aims to diversify its role as an employment hub by fostering new industries and reducing reliance on corporate anchors.

Economic Diversification and Workforce Growth

Bentonville is focused on attracting high-tech, advanced manufacturing, and logistics companies. The I-Street Corridor exemplifies this effort, creating opportunities to establish regional corporations that enhance long-term stability. Encouraging entrepreneurship and small business growth in tourism, retail, and hospitality bolsters economic resilience.

Partnerships with educational institutions and technical training programs will prepare residents for jobs in emerging industries. Supporting incubators, expanding workforce training, and investing in technology infrastructure strengthen Bentonville’s ability to attract forward-thinking companies and a skilled workforce.

Placemaking to Attract and Retain Talent

Placemaking is central to attracting and retaining talent. Cultural and recreational assets like Crystal Bridges Museum, a dynamic culinary scene, and world-class biking trails create an appealing urban lifestyle. Expanded parks, plazas, and public spaces enhance livability and foster community connection. Bentonville’s ability to offer vibrant cultural experiences recruits top talent and builds long-term commitment among residents and workers.

Housing and Infrastructure for Growth

Expanding diverse and affordable housing options encourages workers to live near their jobs, reducing congestion, improving environmental outcomes, and fostering stronger community ties. Investing in transit, bike networks, and road improvements ensures accessibility for residents and visitors, supporting sustainable growth and reducing strain on infrastructure.

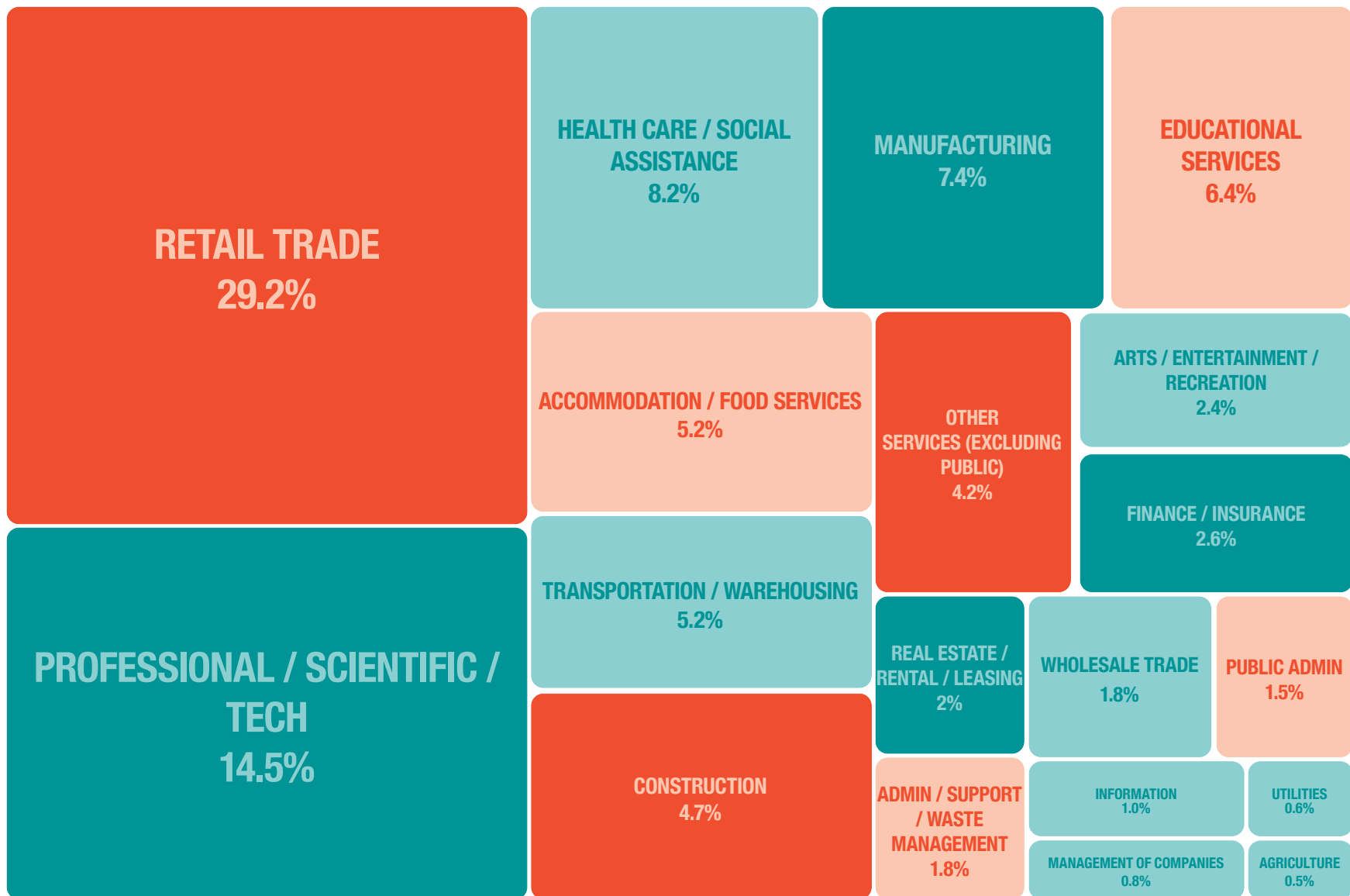
Leadership and Innovation

Bentonville drives business growth by supporting startups, public-private partnerships, and incentives for emerging industries. Balancing its corporate strengths with new industries enables a dynamic, sustainable, and inclusive economic future for Bentonville and the Northwest Arkansas region.

EMPLOYMENT BY INDUSTRY (2023)

Industry	30,966	100%
Retail Trade	9,044	29.2%
Professional/Scientific/Tech	4,495	14.5%
Health Care/Social Assistance	2,552	8.2%
Manufacturing	2,279	7.4%
Educational Services	1,982	6.4%
Transportation/Warehousing	1,616	5.2%
Accommodation/Food Services	1,605	5.2%
Construction	1,465	4.7%
Other Services (Excluding Public)	1,293	4.2%
Finance/Insurance	800	2.6%
Arts/Entertainment/Recreation	754	2.4%
Real Estate/Rental/Leasing	630	2.0%
Wholesale Trade	548	1.8%
Admin/Support/Waste Management	556	1.8%
Public Administration	468	1.5%
Information	295	1.0%
Management of Companies	261	0.8%
Utilities	171	0.6%
Agriculture/Forestry/Fishing	151	0.5%
Mining/Quarrying/Oil & Gas	1	0.0%

Source: ESRI Business Analyst



COMMUNITY OUTREACH

2024 UPDATE

In 2024, the City of Bentonville embarked on Plan Bentonville, an expansive process to reaffirm and fine-tune the community input received during development of 2018's Community Plan, and to leverage those contributions in the creation of a Future Land Use Map (FLUM).

Launch of www.planbentonville.com in the fall of 2023 marked the start of what's become the most extensive community planning process in Bentonville history, with over 11,000 unique visitors to the project website viewing nearly 36,000

pages of news and information.

Throughout the process, the Bentonville community was tasked with sharing input and insights, assessing ideas, and providing feedback to help fine-tune emerging proposals.

Opportunities were promoted across all city communications channels, including banners, flyers and posters, emails, newsletters, press releases, promotional give-aways, and tens of thousands of views on social media.

Along the way, residents and other community stakeholders engaged directly with the process through:

- Project website
- City department head meetings
- City Council and Planning Commission presentations and updates
- Technical Advisory Committee meetings
- Open houses



- Surveys
- Stakeholder interviews
- Pop-up sessions
- One-on-one interactions with city staff
- Online review of work-in-progress

During 15 hours of community meetings, 22 hours of pop-ups, and 33 hours on one-on-one interviews and conversations, nearly 1,300 people turned out to contribute. 2,100 more completed surveys. And nearly 1,200 people helped fine-tune the draft Future Land Use Map with nuanced perspectives on individual parcels.

The first phase of outreach and community engagement occurred leading up to and including Design Week — six days of growth-related community input, February 24-29, with an on-site design team making real-time revisions to their work-in-progress.

That input fueled a subsequent round of recommendations and proposals subjected to community review and comment a second time in July and August. Over the course of two weeks, residents and other stakeholders were engaged through a series of open houses, pop-up booths, and one-on-one conversations with city staff.

Finally, recommendations on how to better regulate land development, together with a draft of the Future Land Use map, were posted online in an interactive Story Map. Over 9,700 visitors reviewed the materials with nearly 1,200 parcel-level comments

provided.

Participation throughout the process reflected a wide diversity of Bentonville residents sharing all manner of viewpoints: lifelong residents, new residents, elected officials, Planning Commission, State Representatives, county judges, Board of Adjustments, affordable housing advocates and providers, schools administration, Walmart Active Mobility, small entrepreneurs, builders/developers, banks, grassroots conservatives, social services providers, the local Indian community, accessibility advocates, and Downtown area neighbors.

The Plan Bentonville process was an illuminating exercise in what's possible when the community takes an active role in determining its future. Taken collectively, the contributions made were instrumental in shaping the Bentonville Future Land Use Plan and setting the foundation for a future zoning code update to align with and entitle its vision.



1,272

residents engaged in-person via open houses, pop-up events, and staff office hours

33

hours of 1-on-1 conversations expressing a wide range of perspectives on growth

22

hours of pop-up events in popular destinations spread across town

2,095

community surveys completed

15

hours of in-person meetings
Public open houses and topic-specific discussions with local officials in infrastructure, utilities, land use, transportation and economic development

11,428

unique website visitors viewing 35,780 pages

9,767

views of place type StoryMap overview

Viewpoints represented:

Lifelong residents, new residents, elected officials, Planning Commission, State Representatives, County Judge, Board of Adjustments, affordable housing advocates and providers, schools administration, Walmart Active Mobility, small entrepreneurs, builders/developers, banks, grassroots conservatives, social services, Indian community, accessibility advocates, and downtown area neighbors

1,169

parcel-level comments on interactive Future Land Use Map

Social media advertising



332,446 impressions, 100,577 viewers reached, 53,422 engagements, 265 likes, 287 comments, and 87 shares

BENTONVILLE SPEAKS

Throughout the engagement for Plan Bentonville, several key themes have resonated deeply with the community:

1. Mixed-Use and Walkability

Strong support emerged for walkable, mixed-use neighborhoods that blend residential, commercial, and recreational spaces. The community values places where people can live, work, and play within walking or biking distance, reducing car dependency.

2. Compact Development for Economic and Environmental Benefits

Participants emphasized the need for compact, higher-density development to preserve natural lands, support local businesses, and optimize infrastructure. This approach aligns with economic benefits of walkability and environmental sustainability.

3. Preservation of Natural and Rural Areas

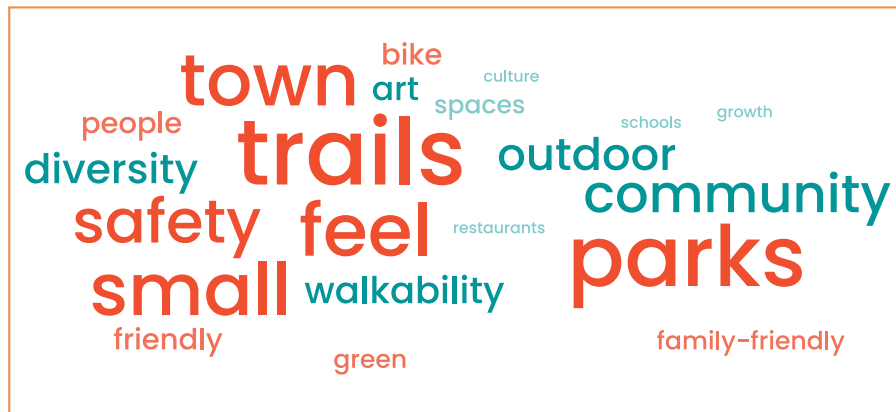
The community expressed a strong desire to preserve Bentonville's natural and rural areas, especially around its outskirts, while focusing development inward. Limit lower density, dispersed development patterns to protect green spaces and agricultural land.

4. Preservation of Current Single Family

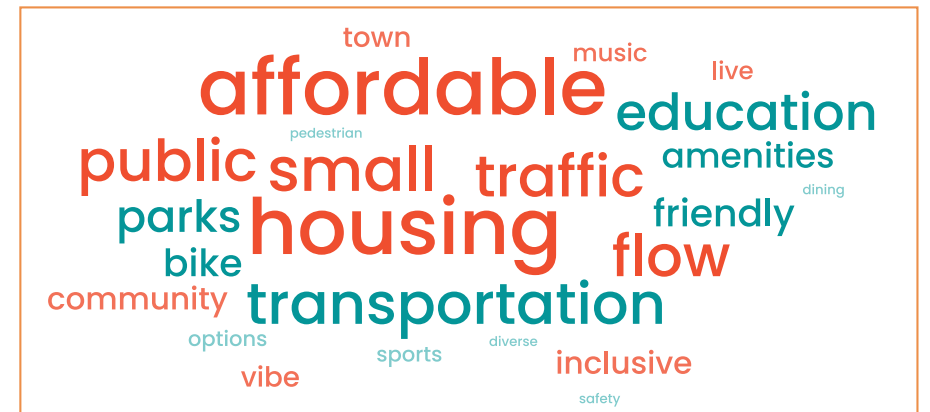
Many residents wish to protect existing single-family neighborhoods while supporting diverse housing growth in new parts of the city.



WHAT DO YOU LOVE ABOUT BENTONVILLE?



WHAT WOULD MAKE BENTONVILLE EVEN BETTER?



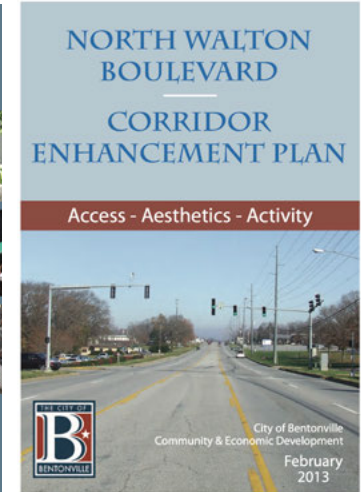
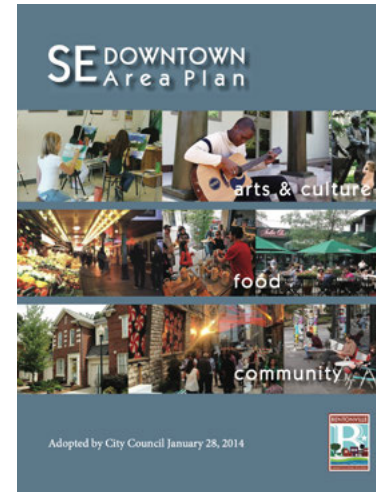
PAST PLANS AND STUDIES

As the Community Plan was developed, a review process took place to analyze a series of plans and studies covering multiple aspects of community life including: Downtown Development, Parks and Recreation, Greenways and Natural Resources, Economic Development and Land Use, Infrastructure and Transportation, and Bicycle and Pedestrian Mobility. Additional one-on-one interviews were conducted with key staff from various city departments, further informing the city's current programs and initiatives, as well as emerging needs and opportunities.

The plan studies reviewed include:

- City of Bentonville - Downtown Bentonville Master Plan (2004)
- City of Bentonville - General Plan (2007)
- City of Bentonville - Parks and Recreation Master Plan (2007)
- City of Bentonville - Master Street Plan (2021)
- Walton Family Foundation - Northwest Arkansas Greenway Design Study (2010)
- City of Bentonville - North Walton Boulevard Corridor Enhancement Plan (2013)

- City of Bentonville - Bentonville Blueprint (2014)
- City of Bentonville - SE Downtown Area Plan (2014)
- Bentonville Schools 10-Year Plan (2022)
- Connecting Bentonville - Bentonville Bike and Pedestrian Master Plan (2021)
- Northwest Arkansas Regional Planning Commission - Transportation Alternatives Analysis Study (2015)
- Northwest Arkansas Open Space Plan (2016)
- City Wide Traffic Study (2014)
- ARDOT - Arkansas Department of Transportation - Annual Report (2023)
- Bentonville Community Plan - Public Input (2018)



PUBLIC INPUT TO THE 2018 COMMUNITY PLAN

Public outreach and community engagement is part of the foundation for comprehensive planning. It is essential. Throughout the planning process, the Bentonville community was asked to provide important input, feedback, and insight into the community, regarding the issues, opportunities, priorities, and aspirations for the next several years. This input and community stewardship helped shape the Bentonville Community Plan. Community residents and stakeholders were engaged throughout the process and given several opportunities to let their voice be heard.

In total, over 1,700 participants (4% of population) generated thousands of comments, ideas, and insights for consideration. Accounting for unique visits to the project website, roughly 25% of the population had awareness or involvement in the planning

process. Outreach included face-to-face engagement as well as extensive online engagement, and included small group, one-on-one, and large group settings.

A detailed list and summary of all outreach activities and feedback is included in the Existing Conditions Report, on file with the Community and Economic Development Department. This level of interest and involvement was pivotal in creating a responsive, detailed, and effective plan for the Bentonville community.

Outreach activities undertaken as part of the planning process included:

- City department head meetings
- City Council workshops and updates
- Planning Commission workshops and updates
- Comprehensive Plan Advisory

Committee (CPAC) meetings and workshops

- Community workshops
- Business workshops
- Public comment cards
- Stakeholder interviews
- Student workshops
- Developer and property owner workshop
- Community visioning workshop
- An interactive project website that included online questionnaires for residents and businesses, a student/teacher portal, and map, social, an online community mapping tool.



Collectively, the community outreach and feedback identified a wide range of issues considered most important to residents and stakeholders. While thousands of issues, concerns, priorities, and aspirations were identified by participants throughout the process, several areas/categories of concern rose to the top as being the issues most frequently identified by stakeholders.

Land Use Development.

- There are barriers preventing the development of affordable housing, which is becoming a bigger need in Bentonville. There is also a need for senior housing and workforce housing, and there ought to be more neighborhoods with a mix of housing types.
- Neighborhoods around the Downtown should be allowed to transform into denser areas.
- Zoning regulations and procedures need to be aligned with development and more flexible.

- There is concern over rapid growth and sprawling development. Growth ought to be more sustainable, including natural preservation, solar farms on vacant land, and awareness of open space and environmental issues.
- Infrastructure is aging, especially in the city’s older neighborhoods and downtown, where drainage is an issue.
- The Bella Vista Lake represents an opportunity for new recreation. The dam ought to be made safer.
- Downtown lacks affordable retail space.
- There is a need for additional entertainment and recreation venues.

Transportation and Mobility.

- Downtown connectivity, congestion, and parking is an issue. Parking decks are needed to support businesses.
- Walmart employee traffic creates congestion in the southern portion

of Downtown, employee schedules ought to be staggered.

- Traffic signals should use technology to manage traffic better.
- Better public transportation is needed, including an expanded bus system and a shuttle to Downtown.
- Pedestrian improvements or roundabouts should be installed at key intersections.
- The bike network should be expanded and cyclists should have access to education and awareness programs.
- Neighborhoods need better infrastructure, including curb and gutter, lights, and sidewalks.
- Airfare to XNA is not affordable.



Economic Development.

- The economy needs to be more diverse and not rely on one employer or sector.
- We need to work to retain existing businesses and not just worry about new businesses.
- The City should have a low-cost business registration program as a way of having better information about what types of activities are going on.
- There ought to be a regional training program for small businesses.
- Tourism and hospitality are important aspects of the future economy.

Image and Identity.

- Bentonville needs a strong and distinctive identity to distinguish it from other parts of the region.
- There is a need for incentives to get the Arts District fully developed.
- We need to preserve historic buildings and balance the small-town past with a bigger future.
- Preserve Central Avenue as a historic corridor.
- Walton Boulevard needs to be beautified through streetscaping and new development.
- Bentonville should continue to be a very welcoming and diverse community.
- Zoning should not over-regulate design, but rather allow appropriate flexibility to

Health, Safety, and Education.

- There is concern over the disparity in the quality of schools in different parts of the community.
- The Library is running out of space as the population grows and demand for meeting spaces increases.
- The City should offer better recycling systems and provide greater awareness for residents, businesses, and students.
- There are certain groups in Bentonville, such as seniors with disabilities, who need better services.
- Residents need better local health care services and preventative health information



4

LAND USE and STRATEGIC GROWTH

AT A GLANCE

Existing Land Use

Municipal Budget

The Cost of Growth

Strategic Growth Areas

Future Land Use Plan

Future Land Use and Zoning

Place Types

Getting Around Bentonville

Bentonville's projected population growth and land needs will drive demands for transportation, infrastructure, open space, and community services.

This chapter outlines a vision for responsible growth, building on Bentonville's history of growth and charting the course to be both a great place to live and be fiscally responsible.

The Future Land Use Plan aims to create a more livable, desirable, and fiscally sustainable community with the following key objectives:

- Optimize for market-based development.
- Grow in a fiscally responsive manner
- Enhance community character and cohesion.
- Guide strategic investment.
- Strengthen a sense of place.

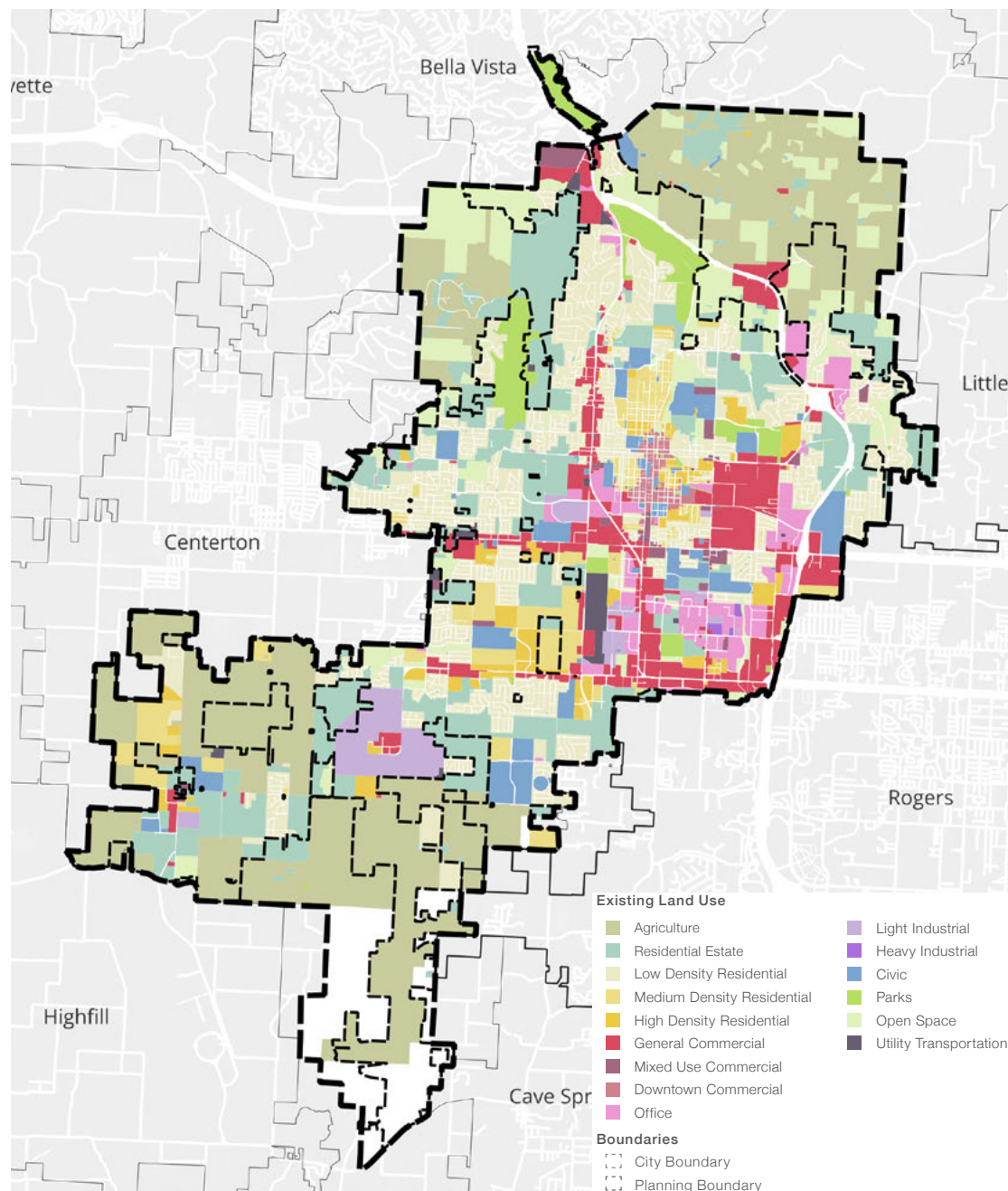
Through Place Types, the Plan focuses on how the character of future growth can create places - neighborhoods, centers of activity, and the connections between - distributed in a manner that provides opportunity throughout the city. Most existing areas are not planned for growth, rather to preserve their current character. A balance between growth and preservation is necessary to achieve the Plan's key objectives.

EXISTING LAND USE

Bentonville's land use represents a blend of planned initiatives and organic growth, creating a vibrant yet uneven urban environment. The city's commercial development is largely concentrated along major arterial roads, resulting in vehicle-dependent corridors with limited walkability. Meanwhile, residential growth has been fragmented, with suburban neighborhoods often isolated due to insufficient street connectivity. This disconnection challenges cohesive community development and makes it difficult for the city to accommodate future growth effectively.

Downtown Bentonville has evolved into a thriving cultural and economic hub, attracting visitors with its diverse dining, arts, and entertainment options. While this revitalization has bolstered the city's core, it has also led to an over-concentration of activity downtown compared to other parts of the city. Combined with a lack of housing options to meet growing demand, many workers are forced to live farther from their jobs, increasing traffic congestion and placing strain on infrastructure and quality of life.

To sustain growth, Bentonville must prioritize balanced land use policies that promote housing availability across all income levels, enhance neighborhood connectivity, and diversify economic and cultural activity beyond the downtown core. These measures are crucial to alleviating congestion, supporting the growing workforce, and fostering a more integrated



urban environment. The completion of Walmart’s new headquarters highlights Bentonville’s role as a corporate center, while ongoing efforts to attract additional industries to the I-Street Corridor further enhance the city’s economic prospects.

However, development has spread beyond downtown, particularly in the southwestern quadrant, where growth is outpacing infrastructure capacities such as roads and sewer systems. While philanthropic investments in parks, trails, and cultural sites have increased Bentonville’s recreational and social appeal, the concentration of these amenities around downtown has resulted in a lack of similar resources in newer, outlying neighborhoods. This has led to heightened demand for the city center as Bentonville’s primary social and entertainment hub.

Expanding peripheral areas and improving connectivity are essential to alleviating pressure on the downtown core. Increased traffic congestion, particularly along routes like 14th Street from Centerton, can be mitigated by improving infrastructure and addressing low-density commercial and industrial areas through redevelopment. While the 2018 Community Plan prioritized infill development, Bentonville’s expansion has encompassed both infill and peripheral growth. The updated Community Plan aims to balance residential and commercial development across the city, address connectivity challenges, and support expansion that relieves pressure on the downtown area, creating a more sustainable and accessible Bentonville for all residents.

MUNICIPAL BUDGET

Managing Growth for Fiscal Sustainability

Operating Bentonville in 2024 costs approximately \$16,824 per developed acre, a figure that will rise with continued growth. The \$209 million budget funds critical services like public safety, infrastructure, parks, and utilities. However, existing revenue streams—sales taxes, property taxes, utility fees, and impact fees—are insufficient to address current and future demands, such as:

- Expanding water, sewer, and power capacity.
- Alleviating traffic congestion and supporting active transportation.
- Addressing regional stormwater challenges.
- Funding additional parks and community amenities.

Bentonville’s long-term fiscal sustainability hinges on managing growth and land use efficiently to support services without overburdening the budget. Historically, subsidizing low-density residential growth with infrastructure investments—roads, sewers, parks, and schools—has stretched resources thin. These patterns assume residential developments cannot pay their way and rely on sales tax contributions. In contrast, townhomes, mixed-use, multi-family housing, and commercial developments typically contribute more

than they consume in resources, offering a path to bridge funding gaps.

As the city prepares for substantial population growth, the current trajectory of subsidized low-density expansion is unsustainable. To ensure a fiscally resilient future, Bentonville must adopt strategies to balance land uses, support self-sustaining growth, and generate surplus revenue to fund unmet needs.



Source: City of Bentonville

Fiscal Strategies for Sustainable Growth

1. Prioritize Balanced Land Use

Encourage diverse development types that contribute positively to the budget. Mixed-use, commercial, and denser residential developments offer higher returns per acre and reduce per capita service costs compared to traditional suburban growth patterns.

2. Ensure Growth Pays Its Way

Rather than burdening new developments with excessive fees that could deter growth, focus on policies that align development with its fiscal contributions. Growth within existing infrastructure areas should be prioritized, as it minimizes costs compared to expanding into undeveloped areas. Development fees may be necessary but they are secondary to both the location and net contributions of new growth.

3. Align Housing Policies With Fiscal Needs

Promote denser housing forms like multi-family units and townhomes to reduce infrastructure costs while increasing property tax revenues. Addressing the housing shortage will also reduce traffic congestion by enabling workers to live closer to jobs, lowering strain on roads and utilities.

4. Invest in Cost-Effective Transportation

Expand active transportation networks, including bike paths and sidewalks, to lower road maintenance costs and reduce reliance on single-occupancy vehicles. Transit-oriented development can enhance accessibility while improving fiscal performance.

5. Leverage Parks and Recreation as Economic Drivers

Strategically invest in parks and trails to boost property values in underutilized areas and attract tourism. Recreation amenities can stimulate

secondary economic activity, contributing to the city's budget.

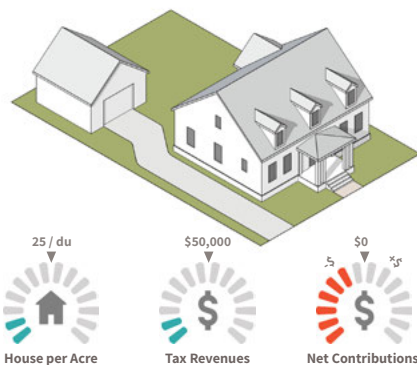
6. Embrace Economic Diversification

Attract high-value industries like technology, advanced manufacturing, and logistics to increase commercial tax revenues. Supporting small businesses further diversifies the tax base, enhancing economic resilience.

By focusing on fiscally sustainable growth and land use practices, Bentonville can address the financial challenges of expansion, reduce reliance on inefficient development patterns, and invest in services that enhance the quality of life for residents. This approach will position Bentonville to remain a thriving, well-resourced community.

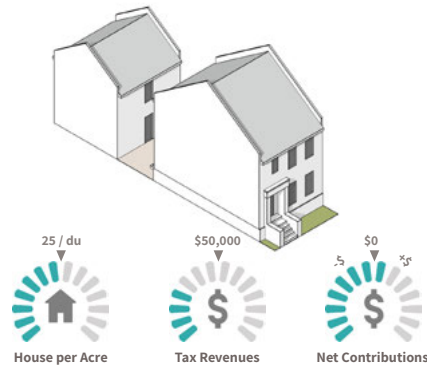
DETACHED HOUSE ON A MEDIUM PROPERTY

Average property size of 6,000 sq. ft.



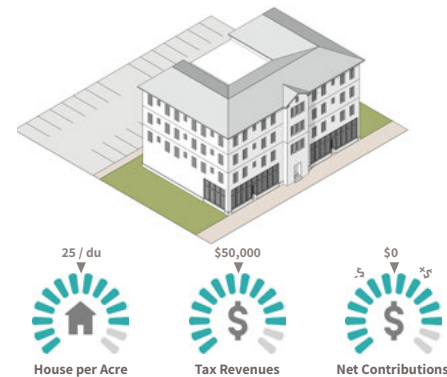
TOWNHOUSE ON A SMALL PROPERTY

Average property size of 2,000 sq. ft.



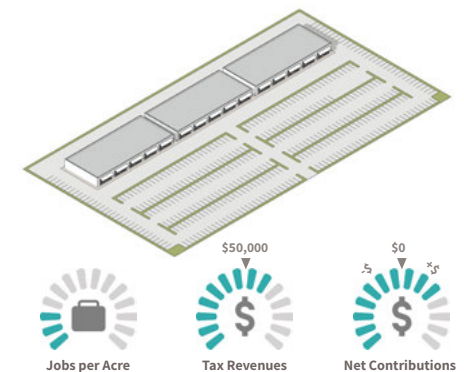
MIXED-USE RESIDENTIAL (4 STORIES)

Average property size of 22,000 sq. ft.



STRIP COMMERCIAL

Average property size of 260,000 sq. ft.



THE COST OF GROWTH

Bentonville's growth strategy must weigh the cost implications of various densities, balancing community character, fiscal sustainability, and land use efficiency. Growth patterns will significantly influence infrastructure costs, land consumption, and the city's long-term financial health. A thoughtful approach is essential to manage the trade-offs between outward expansion and higher-density development while preserving Bentonville's quality of life.

Infrastructure Costs and Land Consumption

Bentonville's current average density of 2.5 homes per acre is financially unsustainable for future growth. Expanding at nearly double this density at 4 homes per acre would require \$1.6 billion to develop 1,896 miles of infrastructure, consuming all available land and an additional 16,413 acres beyond the city's limits. This outward growth drives up infrastructure costs, disrupts rural character, and exacerbates traffic congestion as people commute longer distances.

By contrast:

- 16 Homes per Acre:** Requires \$407 million for 474 miles of infrastructure, leaving 2,329 acres undeveloped.
- 12 Homes per Acre:** Costs \$543 million for 632 miles of infrastructure, leaving 246 acres undeveloped.

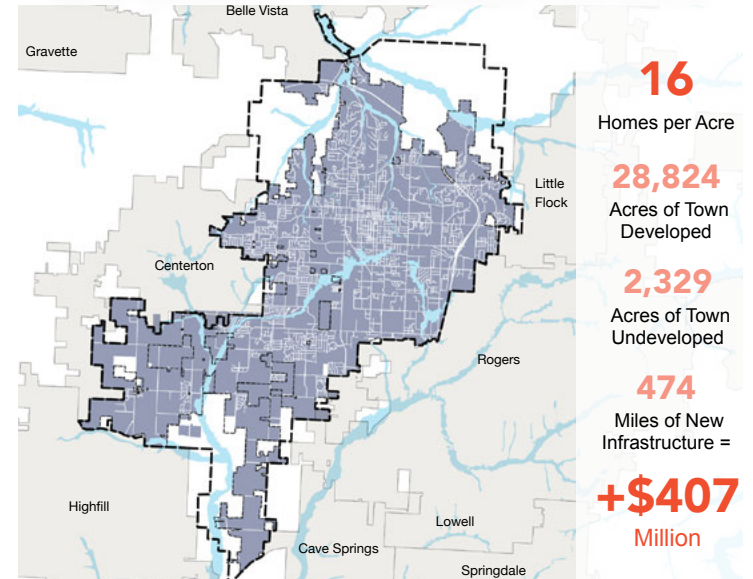
- 8 Homes per Acre:** Increases costs to \$815 million for 948 miles of infrastructure, requiring an additional 3,919 acres beyond current city limits.

Moderate densities—such as 8-12 homes per acre—balance infrastructure efficiency with housing diversity, offering a path to accommodate growth while reducing land consumption and fiscal strain.

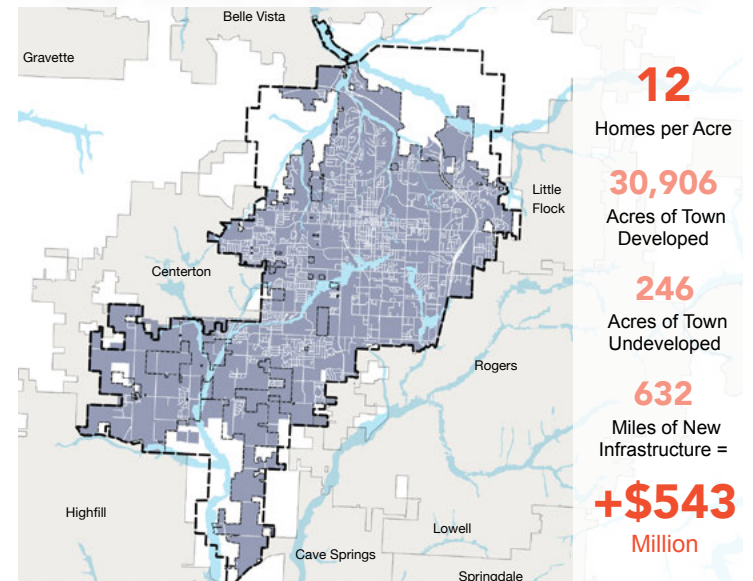
The Fiscal and Land Use Case for Moderate Density

Moderate-density development provides a fiscally responsible approach, reducing infrastructure costs per household while preserving rural land and character. Higher-density housing options like townhomes, duplexes, and apartments typically contribute more in property tax revenue relative to their infrastructure demands. This supports the city's long-term financial stability while meeting diverse housing needs. Accommodating moderate densities also includes single family homes on small, moderate, and large lots alongside townhomes and other higher-density options. This moderate, blended density can meet the demand present in the housing market and also provide a solid fiscal foundation for city finances.

NEW GROWTH AT 16 HOMES PER ACRE



NEW GROWTH AT 12 HOMES PER ACRE



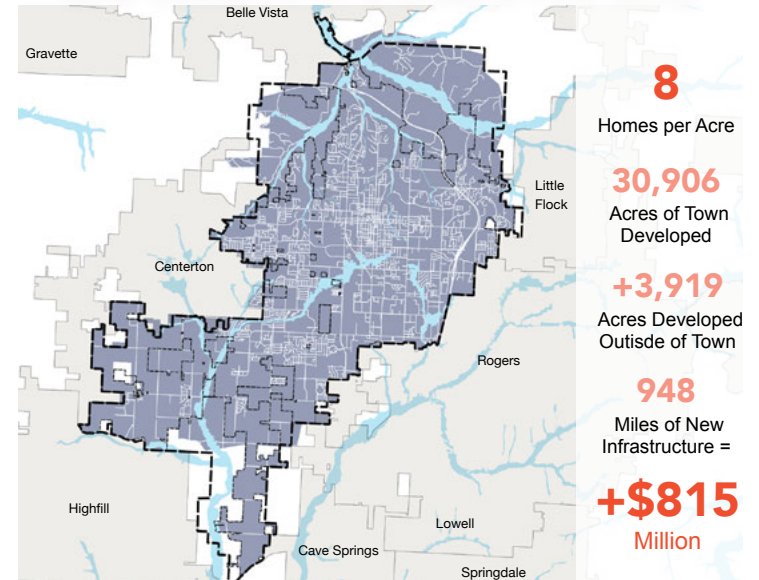
Growth and Fiscal Sustainability Strategies

- 1. Optimize Land Use for Cost Efficiency:** Encourage densities that balance housing supply and infrastructure costs, reducing the need for extensive outward growth.
- 2. Preserve Rural and Natural Areas:** Limit low-density growth to protect rural land and agricultural spaces, conserving the character of Bentonville's surrounding areas.
- 3. Grow Compactly:** Promote walkable, connected neighborhoods with a mix of housing types that require less extensive infrastructure.
- 4. Support Active Transportation and Connectivity:** Invest in bike paths, sidewalks, and transit-supportive designs to reduce traffic congestion and lower road maintenance costs.
- 5. Expand the Tax Base Strategically:** Encourage mixed-use and commercial developments throughout the community to generate surplus revenues that offset the costs of low-density growth.
- 6. Plan for Resilient Infrastructure:** Integrate infrastructure costs into land-use decisions to ensure that future development contributes positively to the city's budget.

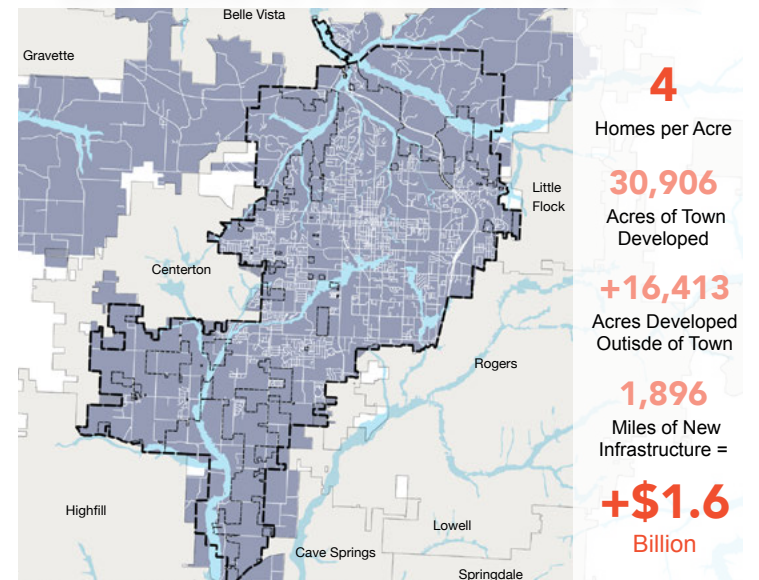
Balancing Density, Community Character, and Costs

While overly dense development could challenge Bentonville's small-town character, moderate-density growth represents a fiscally and socially balanced solution. By avoiding excessive outward growth, Bentonville can preserve open spaces and rural character while managing costs effectively. This approach supports a thriving, inclusive, and financially resilient city capable of meeting future demands without compromising its identity.

NEW GROWTH AT 8 HOMES PER ACRE



NEW GROWTH AT 4 HOMES PER ACRE

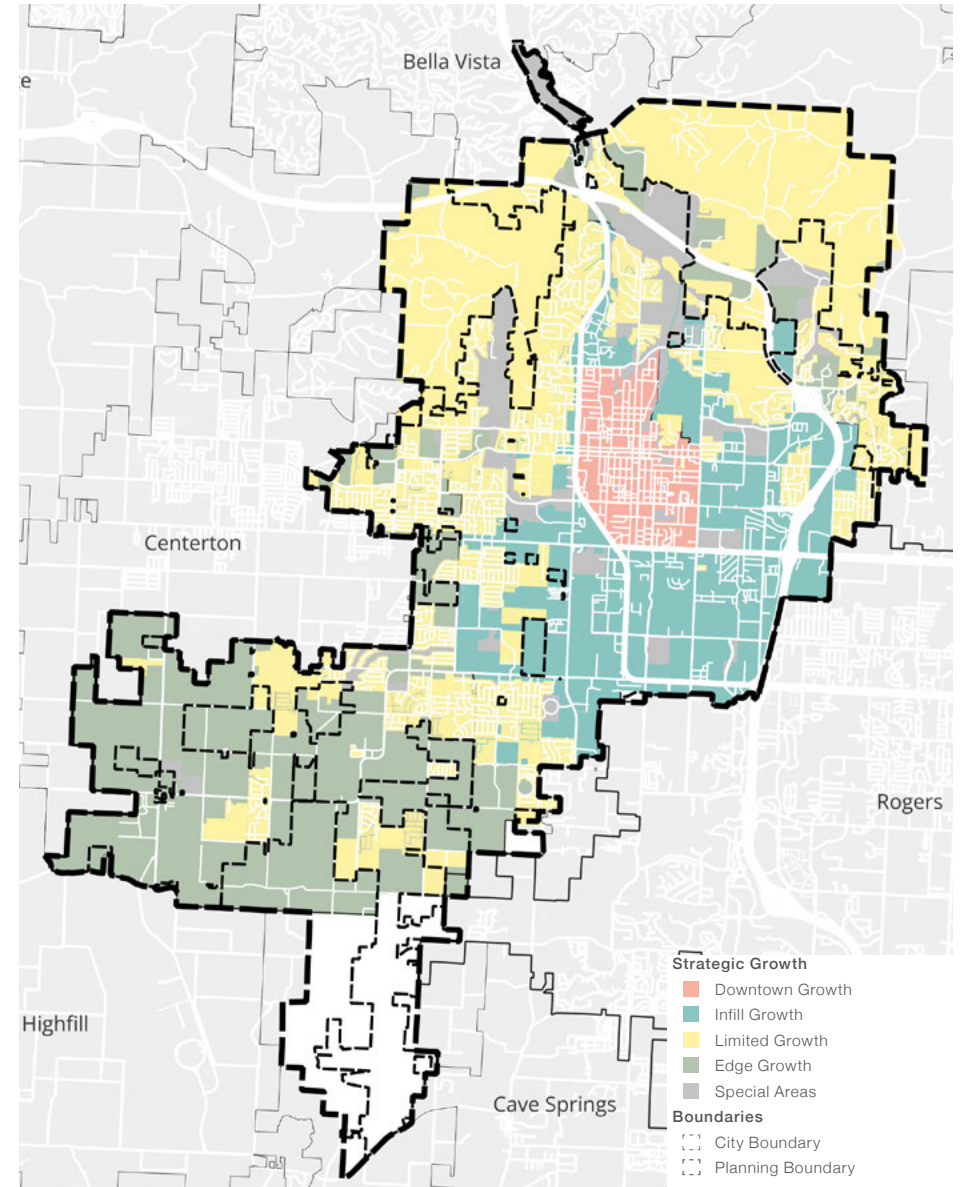


STRATEGIC GROWTH AREAS

As Bentonville's growth continues, the form and approach to development vary significantly across the city, with different areas needing tailored strategies. Recent growth has shown that multiple areas will continue to see development concurrently: redevelopment within the core downtown area, infill within less developed areas near downtown, and growth at the city's periphery.

Downtown Growth.

Bentonville's downtown has seen remarkable growth over the past decade, evolving into the city's central hub for business, dining, and entertainment. As it continues to grow, following existing plans and policies, the area will remain the focal point for economic and cultural activities. However, infrastructure limitations—particularly for parking, transportation, and utilities—pose ongoing challenges. Enhanced pedestrian and cycling options aim to ease parking demand and traffic, making downtown more accessible and reducing reliance on cars. Supporting development in other parts of Bentonville will help to ease the intensity of growth downtown, distributing housing and commercial expansion more evenly across the city. This strategic approach will allow downtown to sustain balanced growth while maintaining its character as the city's vibrant core, accommodating new residential and business needs without overburdening infrastructure.



Infill Growth.

The areas surrounding Bentonville's downtown include both nearby residential neighborhoods and opportunities for redevelopment along commercial corridors and former light-industrial zones. Growth in these infill areas needs to be carefully scaled to transition smoothly into adjacent low-intensity neighborhoods, maintaining a balance between development and existing community character. Expanding and preserving street connectivity is essential to improve access and manage traffic flow, even as these areas contend with limited infrastructure for utilities like power, sewer, and transportation. In underdeveloped commercial and light-industrial zones, there is potential for more intensive redevelopment, which can absorb significant demand for growth, thereby reducing pressure on the downtown core. By thoughtfully concentrating higher-density growth in these areas, Bentonville can better accommodate its expanding population while supporting infrastructure and transportation needs across the city.

Limited Growth.

These areas are characterized by relatively low-density development and typically have limited street connectivity. Because of their established character, they are more sensitive to further infill or densification than other parts of Bentonville. Additionally, many of these neighborhoods are newly built, making significant change or redevelopment less likely. The growth occurring in other parts of the city can serve to support these established areas, but substantial changes within

these limited-growth zones should be minimized to preserve their existing qualities and avoid overburdening the infrastructure.

Edge Growth.

The city's outer areas are anticipated to see growing demand for walkable, mixed-use neighborhoods that blend diverse housing options—such as single-family homes of various sizes, townhomes, and apartments—with accessible commercial spaces. This approach fosters a balanced housing market that bolsters Bentonville's fiscal sustainability while creating vibrant, interconnected communities. New developments in these peripheral areas should prioritize street connectivity, safe biking routes, and pedestrian-friendly pathways to ease traffic congestion and encourage active transportation. Strategically placing larger commercial centers and neighborhood-focused retail within these zones can help reduce downtown congestion and make walking and biking viable options for nearby residents. Thoughtfully planned growth should enhance accessibility, support community cohesion, and contribute to Bentonville's long-term economic and social resilience.

Special Areas.

These are locations where growth is expected to occur in nontraditional or highly specialized ways. Many of these areas, such as parks and recreational spaces, are intentionally preserved and are not intended for further development. Other uses may evolve in unique formats, such as educational campuses and research institutions, which follow tailored growth trajectories aligned with their specialized functions. These areas enhance Bentonville's character and provide essential services, recreational opportunities, and cultural amenities, adding diversity to the city's built fabric. Their preservation and careful, purpose-driven development are integral to Bentonville's balanced growth and community identity.

Together, these growth strategies aim to balance Bentonville's expansion with infrastructure capacity, connectivity, and preservation of community character. By addressing each area's unique needs, the city can foster a cohesive yet diverse built landscape that supports quality of life and economic resilience.

FUTURE LAND USE PLAN

The Future Land Use Plan envisions Bentonville's growth through 2050 and beyond by employing "Place Types" to delineate the purpose and character of different city zones.

The Place Types guide development in several main categories:

Center Place Types

Designed as mixed-use hubs, Centers incorporate retail, business, and residential spaces. These range from high-activity Regional Centers—featuring the tallest buildings and lively public areas—to more localized Neighborhood Centers that offer essential services and smaller-scale amenities for nearby residents.

Neighborhood Place Types

Primarily residential, Neighborhoods are characterized by a mix of housing densities to meet diverse community needs. They include Suburban neighborhoods with low-density housing, Traditional neighborhoods with a mix of historic homes and new development, Walkable neighborhoods with moderate-density housing, and Urban neighborhoods with higher densities, fostering a varied residential landscape.

Corridor Place Types

Major thoroughfares such as 14th Street and Regional Airport Boulevard primarily serve commercial functions today but are envisioned to evolve. Some Suburban Corridors will retain their

low-scale, car-oriented character due to existing constraints, while Walkable and Urban Corridors will incorporate mixed-use, higher-density developments to improve walkability and connectivity.

Recreational Place Types

Encompassing parks, open spaces, and outdoor venues, these areas provide recreational opportunities for both residents and

visitors. Recreation areas may be publicly or privately managed and are designed to enhance the city's livability and offer varied amenities.

Specialized Place Types

Additional Place Types include rural and industrial areas and institutional campuses that serve specialized functions within the city's overall land use framework.

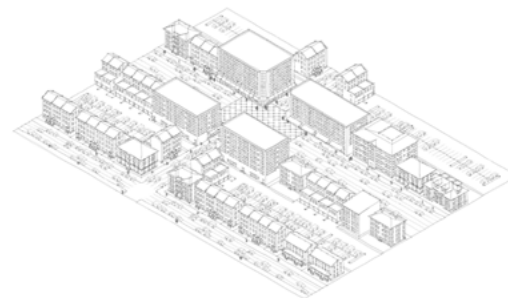
CENTERS



NEIGHBORHOODS



CORRIDORS



RECREATION



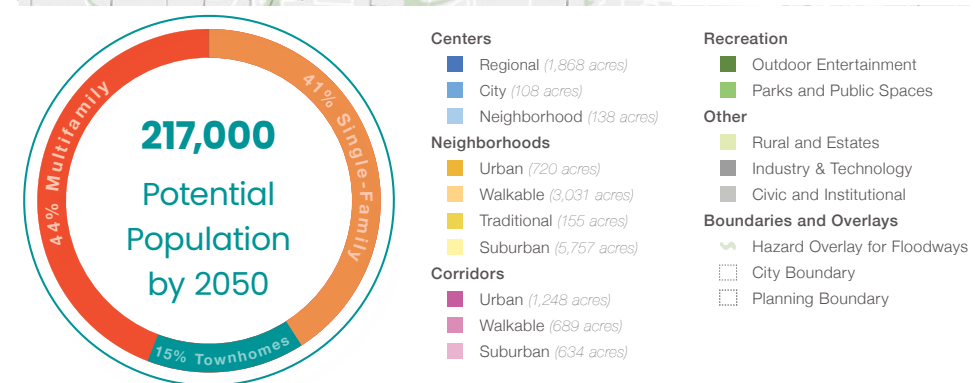
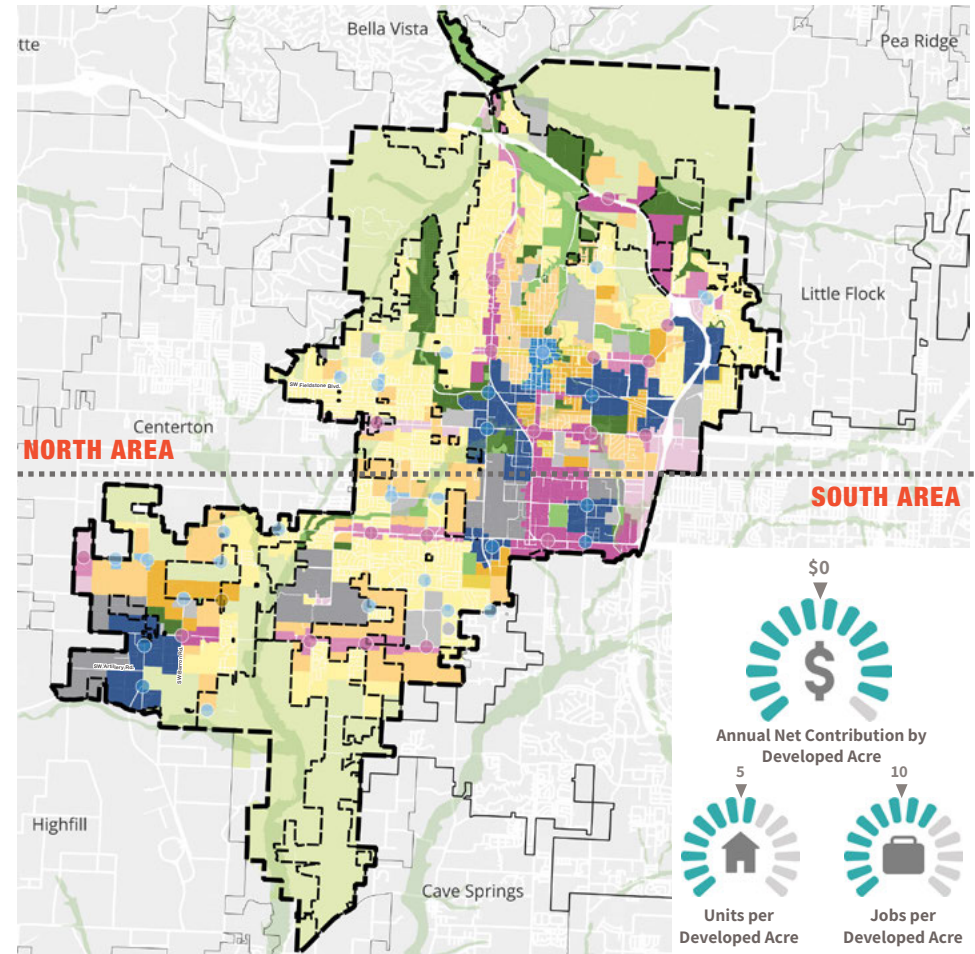
Strategic and Balanced Growth

To ease pressure on downtown and encourage walking and biking, the plan establishes multiple activity hubs, including a major future employment center near Northwest Arkansas National Airport. These Regional Centers will boost the city's economic base with spaces for cultural venues, entertainment, diverse jobs, and higher-density housing in areas away from the airports. Within residential zones, smaller Neighborhood Centers provide convenient retail and gathering spots, fostering a network of community-focused amenities within easy walking, biking, and driving distance for most residents.

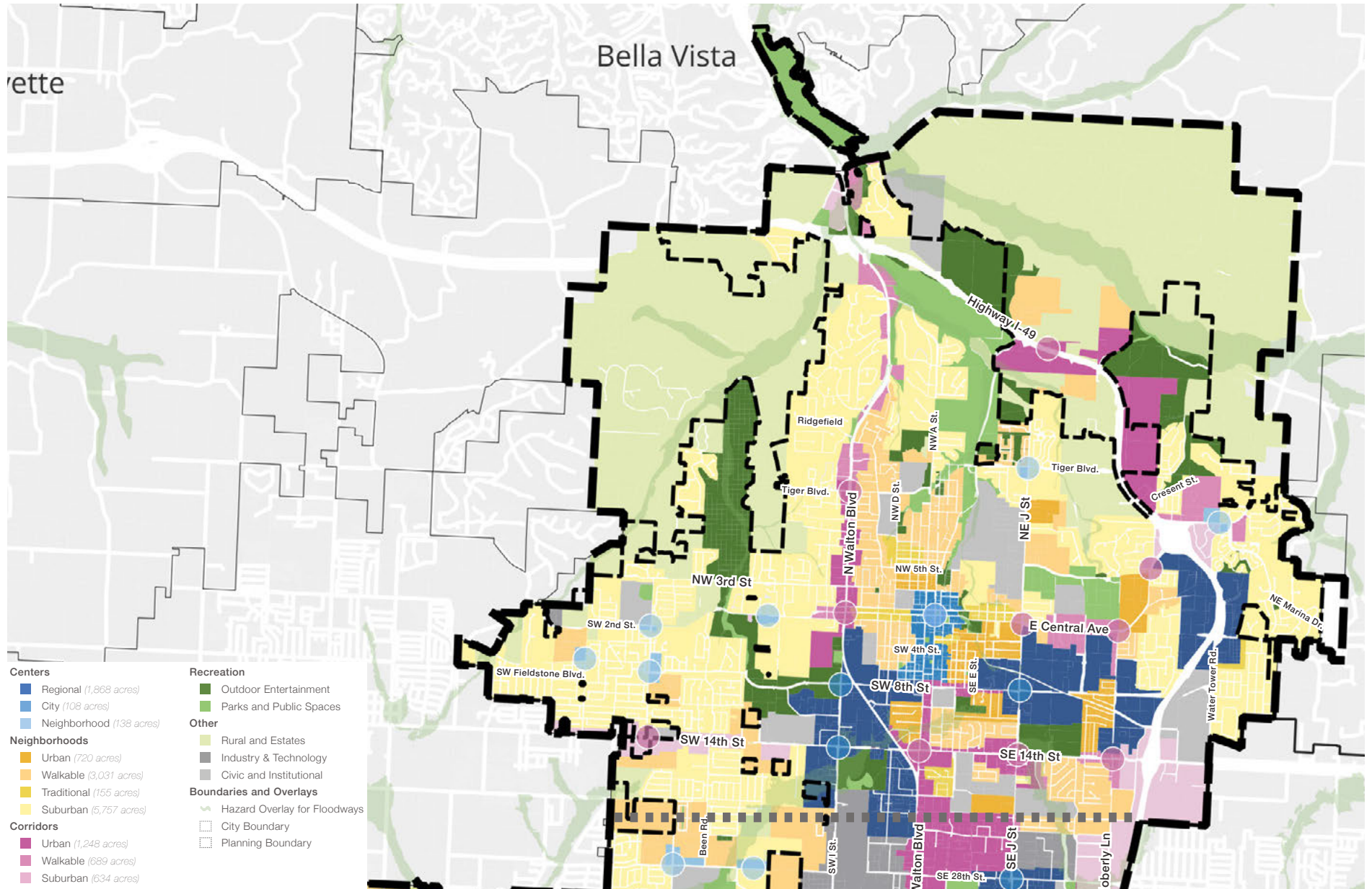
Strategically planned infill and compact growth in new areas aim to enhance Bentonville's fiscal health by minimizing infrastructure costs and creating a budget surplus to reinvest in city services, infrastructure, and recreation. With projected growth nearing 220,000 residents, the Future Land Use Plan addresses fiscal sustainability by balancing growth density and housing diversity.

Balanced growth, as outlined in the plan, supports a sustainable fiscal outlook, reduces downtown congestion, promotes alternative travel options, and diversifies housing to meet demand. The Community Plan targets an average new growth of about 13 units per acre, blended between new, high-density places like Regional Centers, medium-density places like Urban Corridors, and low-density places like Walkable Neighborhoods, while discouraging growth in Suburban and Traditional Neighborhoods and Rural areas. Each Place Type contributes to the city's economy, housing, and character, underscoring the need for comprehensive, balanced growth and a diversity of environments for residents, providing a high quality of life and accessibility to housing, jobs, and mobility for future generations.

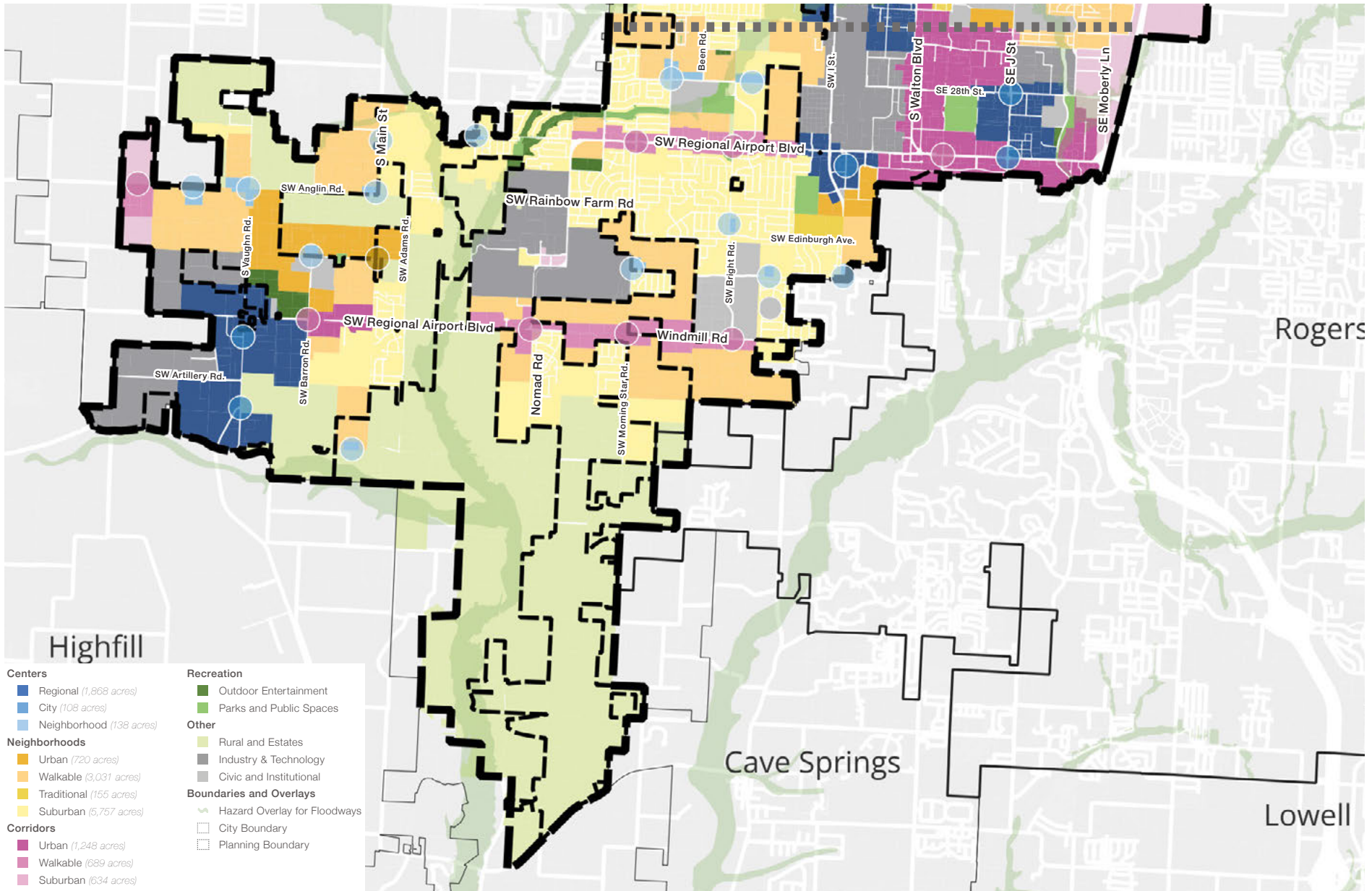
Preserving rural character remains a key priority. The plan encourages relatively higher-density development within the city's core and hubs, reducing the need for outward expansion. While the plan can accommodate population growth beyond current projections, compact, fiscally responsible growth ensures Bentonville retains its rural surroundings and strong fiscal outlook, meeting population demands while staying adaptable to future challenges.



NORTH AREA



SOUTH AREA

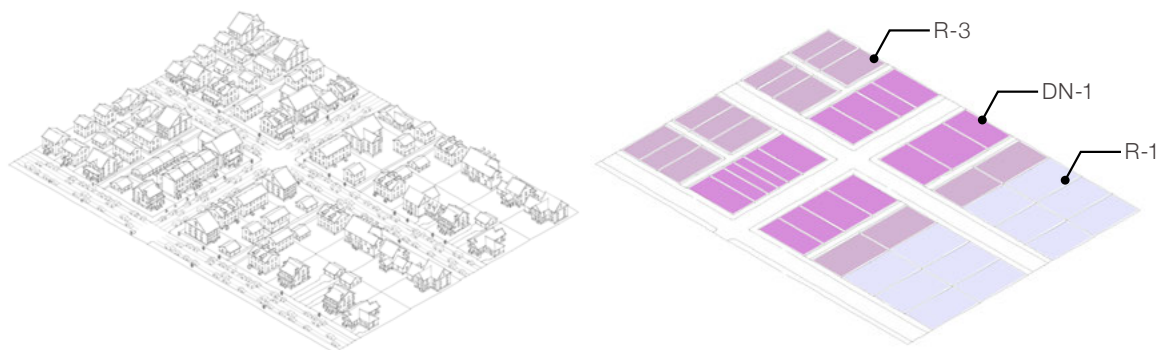


FUTURE LAND USE AND ZONING

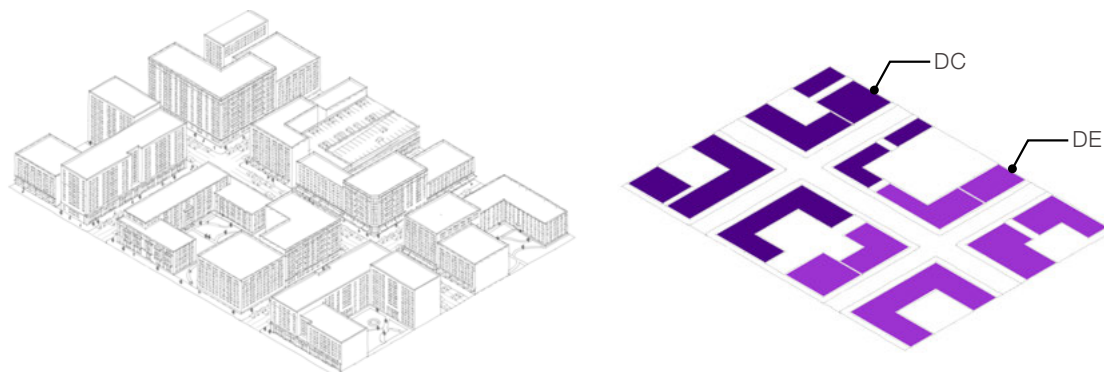
Future Land Use and zoning are interconnected yet distinct components of city planning. While the Community Plan does not directly change zoning, it provides a vision for the city's development by defining Place Types—a set of intended characteristics for each area of the city, including land uses like residential, commercial, or mixed-use, typical activities, and building scale. Each Place Type can incorporate several zoning districts, and property owners may request rezoning as needed. These requests are assessed in light of the Community Plan to ensure they align with the Place Type's objectives. The Future Land Use Plan provides a structured framework that guides zoning decisions by outlining the intended characteristics and uses within each designated Place Type and by suggesting compatible zoning categories. Decision-makers use this framework in conjunction with the Zoning Alignment Table, which identifies existing Zoning Districts compatible with each Place Type. For example, the Suburban Neighborhood Place Type might align with R-1 and R-3 zoning, while Parks and Public Spaces may allow for broader zoning compatibility. However, all developments should meet the specific character and functional goals set forth for each Place Type to maintain the area's intended purpose and appearance.

Future Land Use assignments can be changed by request of the property owner. Such requests are evaluated once each year, holistically, to ensure they support the goals of the Community Plan and other city goals and policies.

TRADITIONAL NEIGHBORHOOD



REGIONAL CENTER

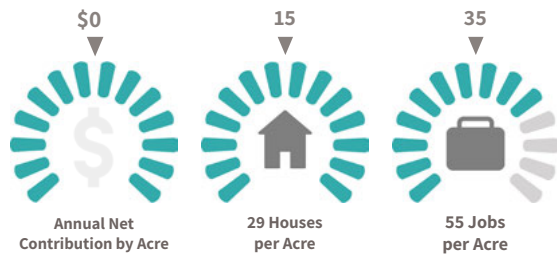


Examples of Place Type correlation with zoning districts. Place Types typically include multiple zoning districts.

Note: Rezoning requests should be reviewed in accordance with the city's most recently adopted Future Land Use Map and Zoning Alignment Policy.

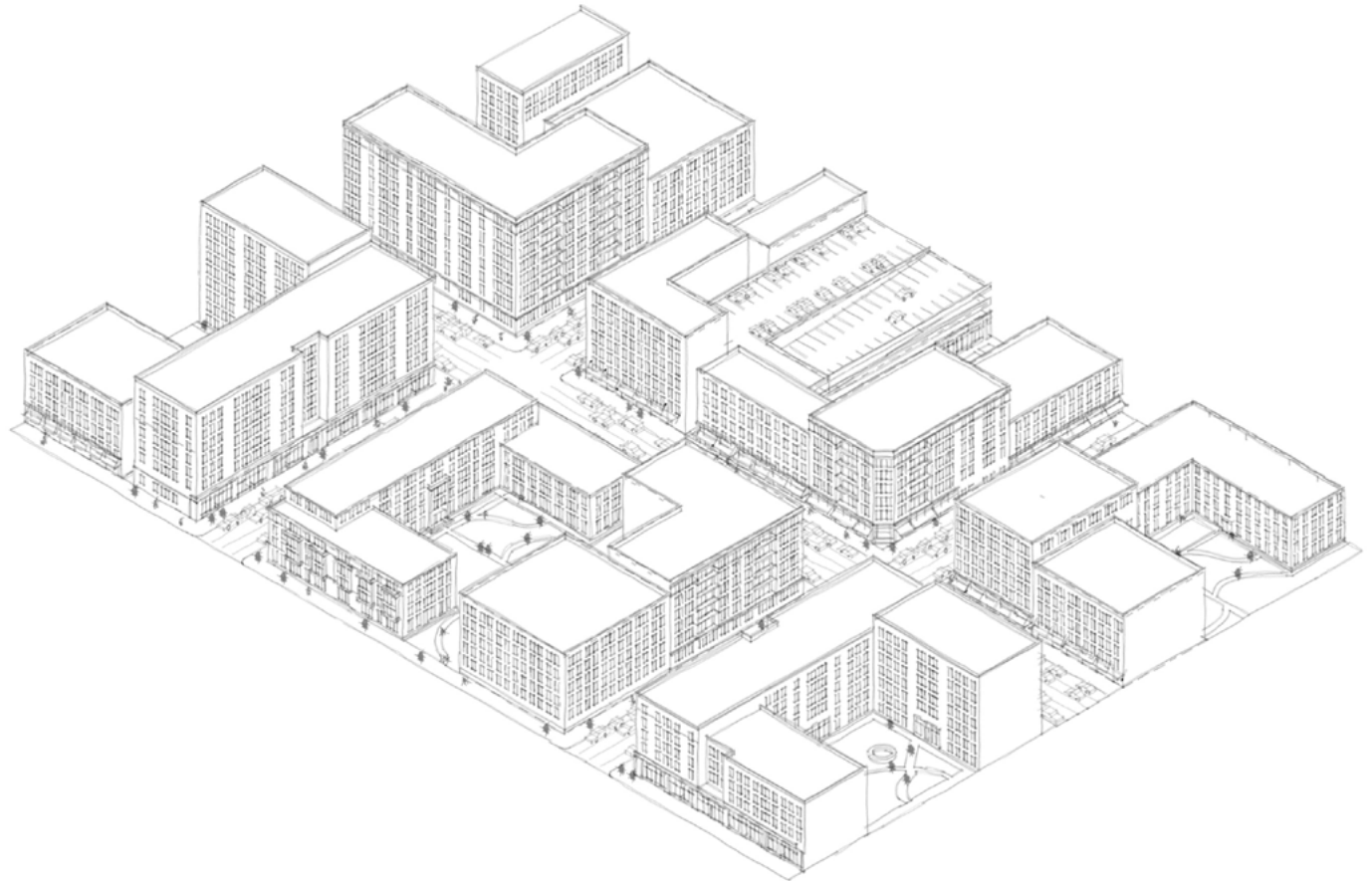
PLACE TYPES

REGIONAL CENTER

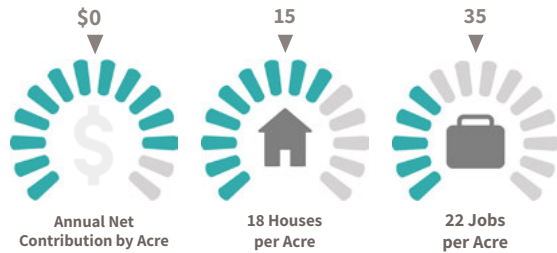


Anticipated building height: 6-8 stories

Regional Centers are typically hubs of concentrated white collar employment, together with the smaller businesses — like restaurants, office supplies, and other services — that support them. They are also a good place for more concentrated housing in close proximity to abundant jobs. Walmart's emerging corporate campus is one example, Uptown Rogers is another. Delivering the city's highest financial performance, these areas play an important role in generating the money that local residents use to pay for housing and goods, and also support a robust economy of complementary businesses.

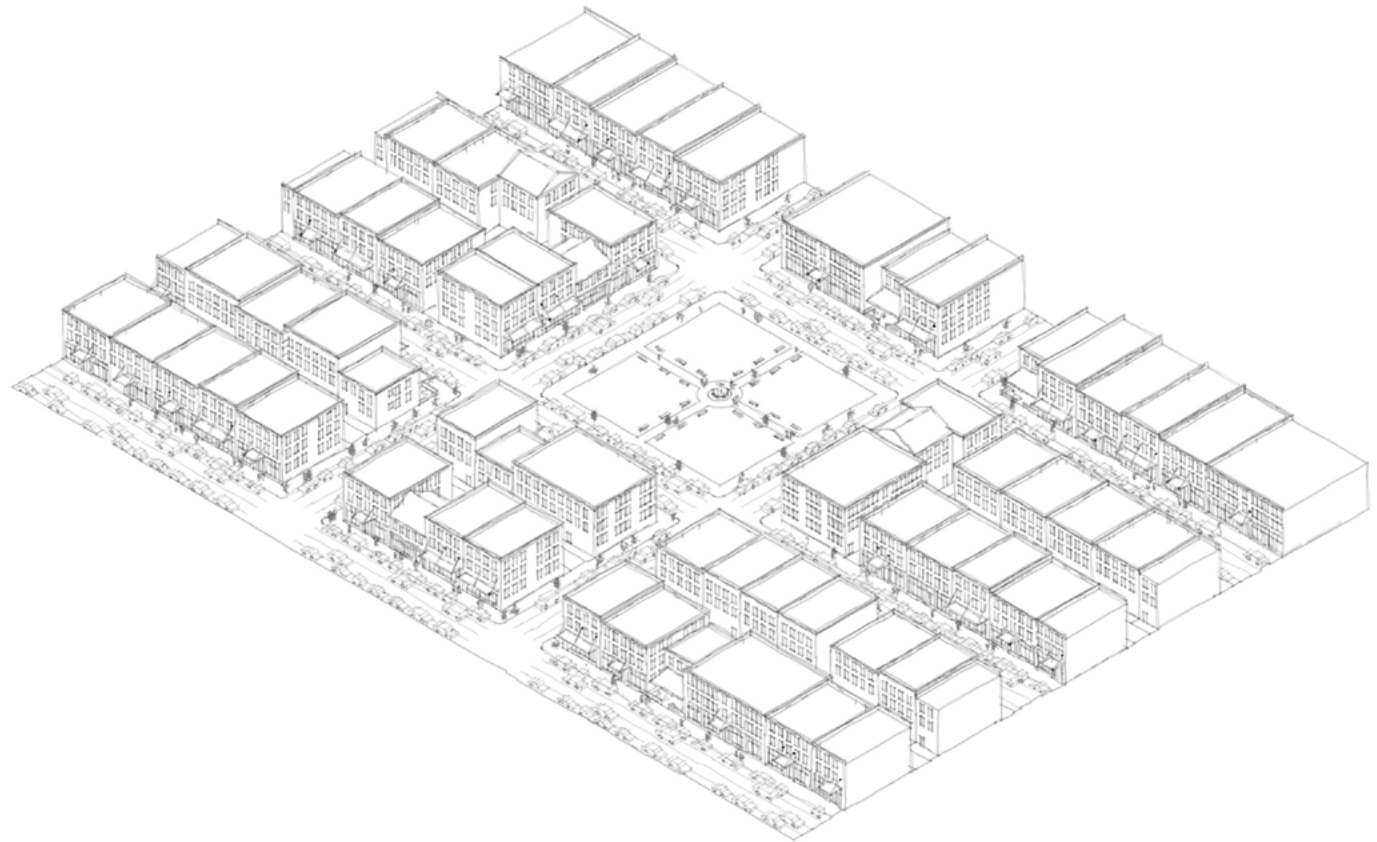


CITY CENTER

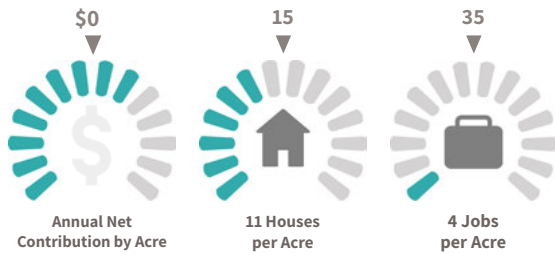


Anticipated building height: 4-6 stories

City Centers are places like the Downtown Bentonville Square and its surrounding blocks, consisting of jobs, entertainment, convenience retail, daily services, and housing at a variety of scales — from single story shops to office and residential buildings. This combination of types and uses, from sidewalk-lining buildings to civic institutions like churches and city hall, to apartments, condos, and townhomes, makes for the city's most active, compact and walkable space. In the future there may be more than one City Center providing convenient access to additional amenities, particularly in the southwest, and reducing the growth pressure around the city's beloved heart. With a high concentration of commercial along with housing, City Centers contribute substantially to the city's budget.

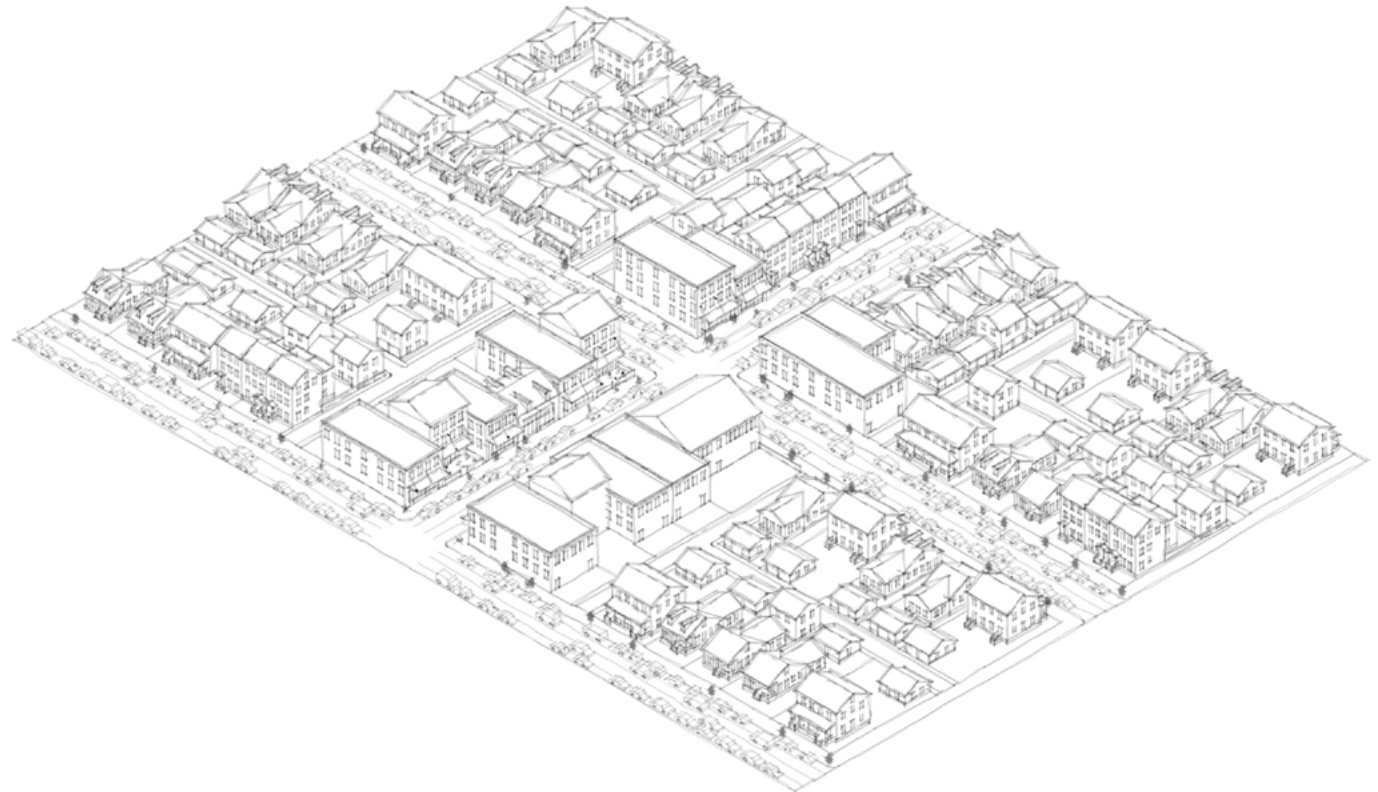


NEIGHBORHOOD CENTER

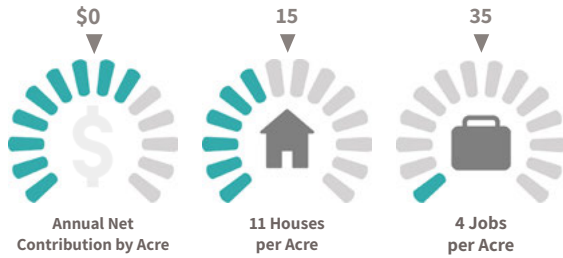


Anticipated building height: 3-5 stories

Neighborhood Centers serve as the physical glue between neighborhoods — providing a human-scaled destination where surrounding neighbors can walk or bike, gather in fellowship, dine out, or pick up basic daily needs. Small, local businesses typically provide a variety of entry-level jobs, a sense of increasing independence for area youth, and an opportunity to support more home-grown businesses. They usually also include nearby townhomes, small apartment buildings, and small homes transitioning in scale and activity to less concentrated surrounding neighborhoods. Neighborhood Centers contribute sales tax and concentrated property tax to the city's budget, balancing nearby neighborhoods.

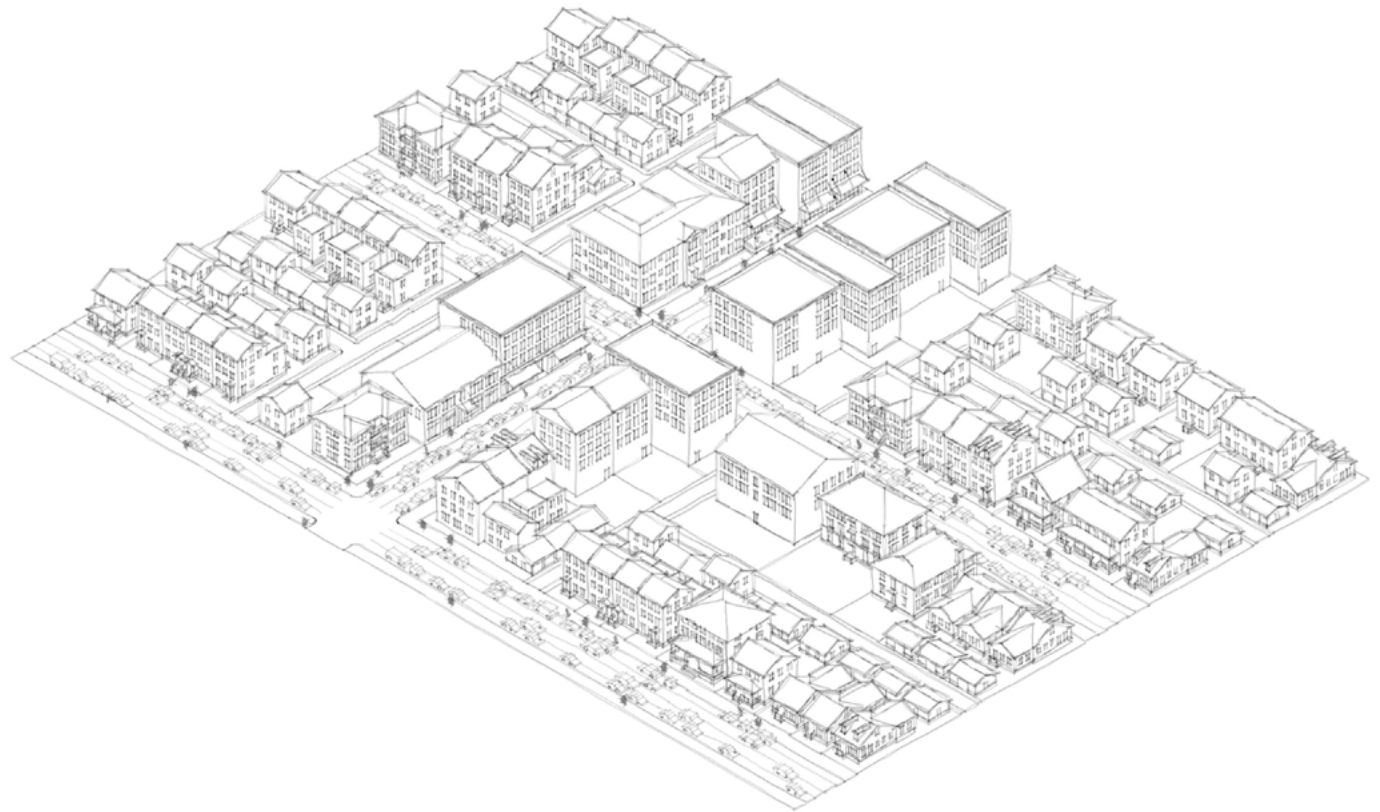


URBAN NEIGHBORHOOD

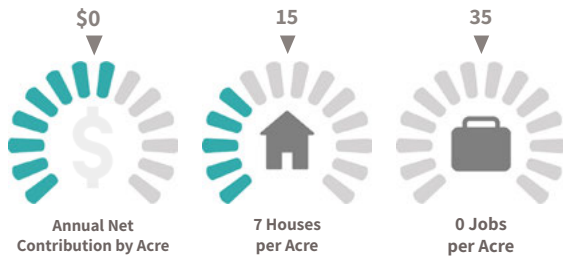


Anticipated building height: 3-5 stories

Urban Neighborhoods are the city's highest intensity neighborhoods, defined primarily by multi-family buildings and townhomes but with some single family and smaller commercial uses mixed in. Catering to those seeking more flexible, lower maintenance lifestyles, they provide considerable housing in a relatively small footprint and support walking and biking as viable transportation alternatives. Financially, Urban Neighborhoods are net positive and significantly reduce the amount of land needed for growth.



WALKABLE NEIGHBORHOOD

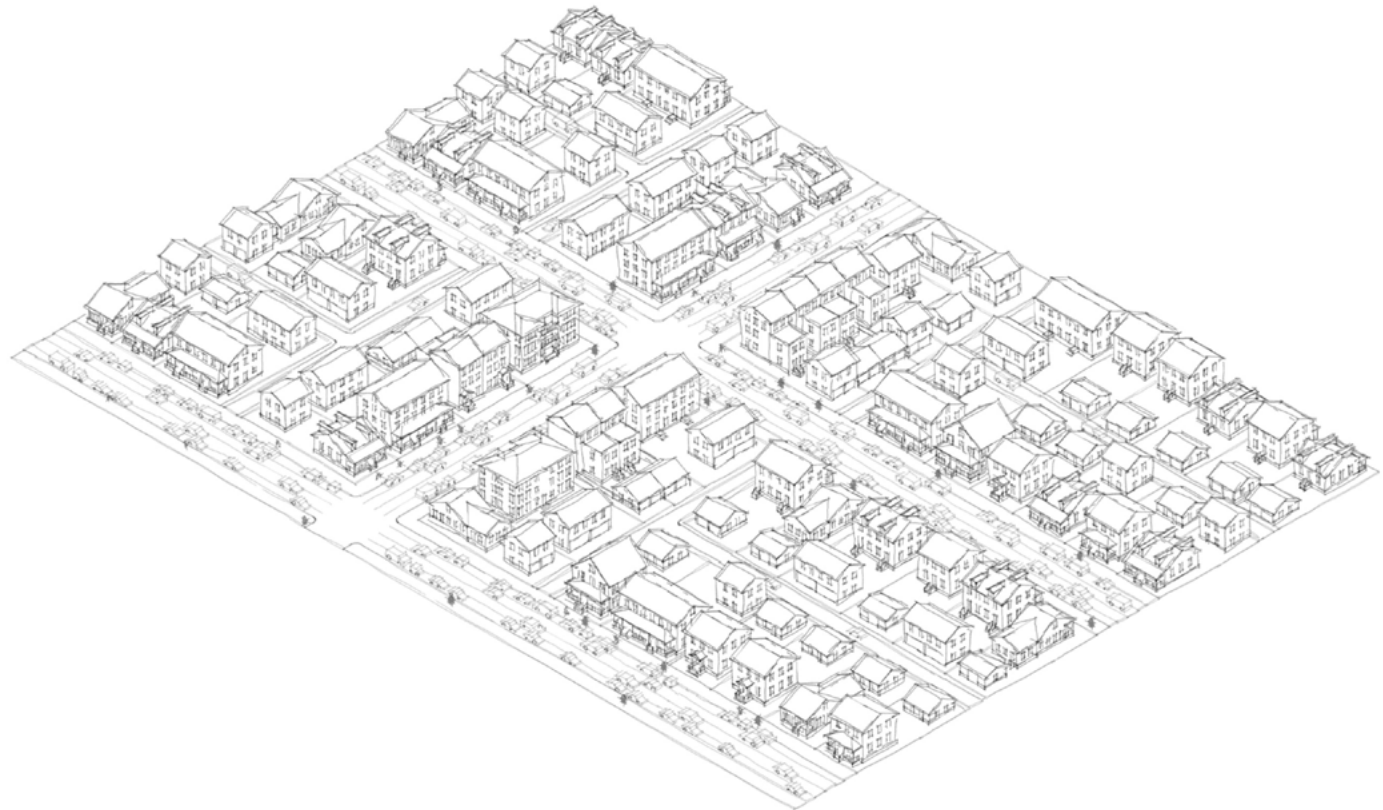


Anticipated building height: 3 stories

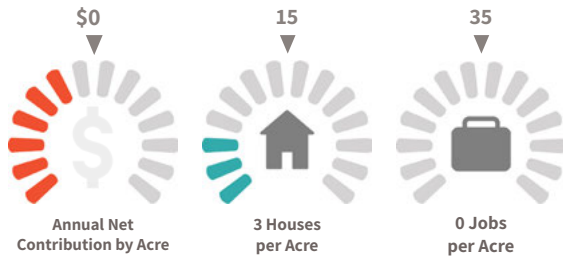
Walkable Neighborhoods combine compatibly-scaled single family homes, townhomes, and apartment buildings in a neighborhood setting.

They provide a high degree of housing diversity, allowing for more people of different circumstances to share the same neighborhood. They also support some small neighborhood shops and are often near Neighborhood Centers and parks, making it easy to walk and bike for frequent trips.

Financially, mixed neighborhoods don't fully cover their costs, but by providing housing in a compact footprint, they reduce the amount of land needed for growth.



TRADITIONAL NEIGHBORHOOD

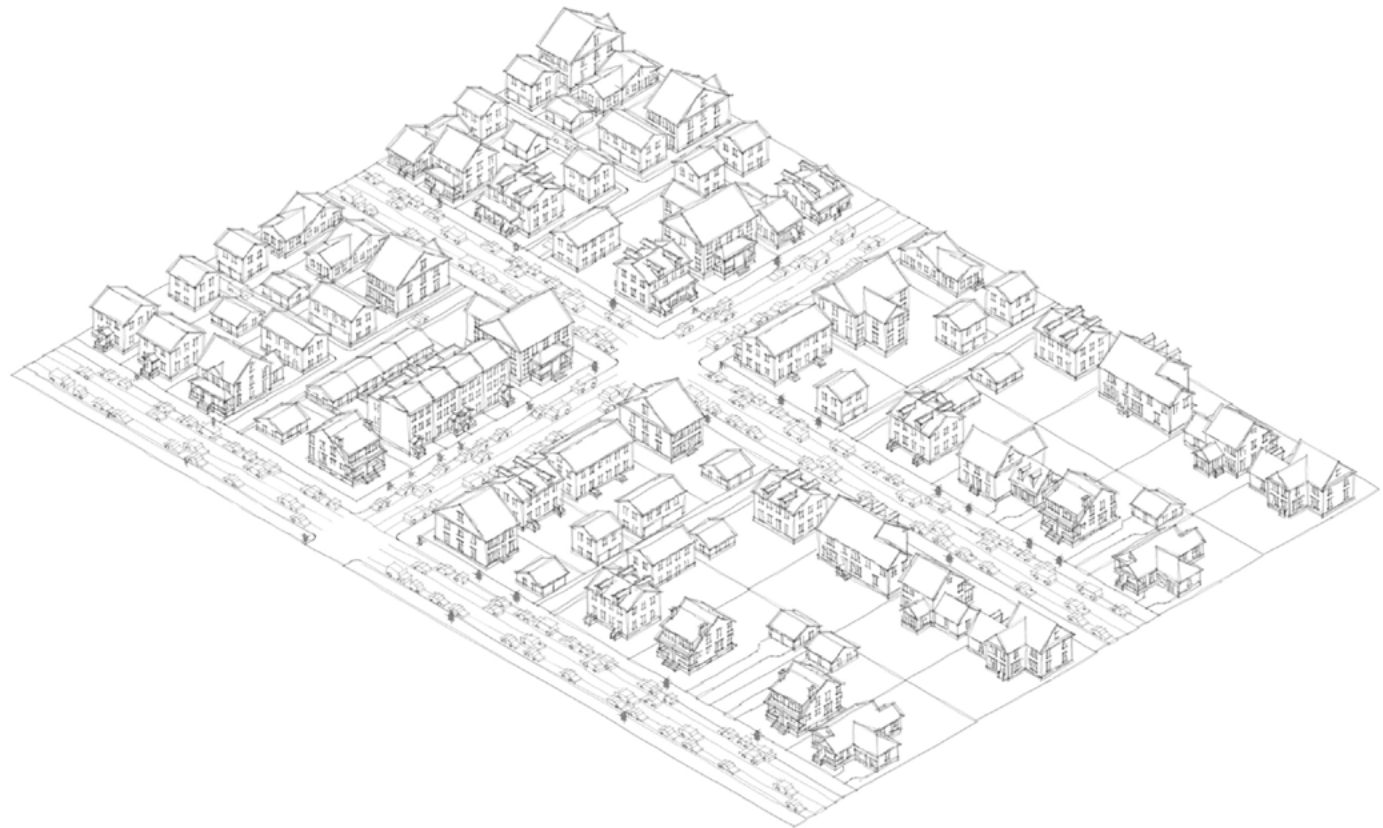


Anticipated building height: 2.5-3 stories

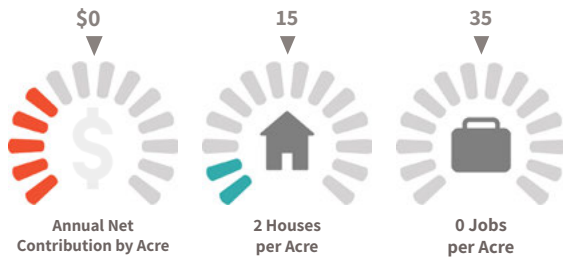
Traditional Neighborhoods serve as a bridge between denser, more mixed-use Walkable Neighborhoods and more dispersed and automobile-oriented Suburban Neighborhoods. As such, they merge features of both.

Characterized by gridded, walkable blocks of single family homes, townhomes, and small-scaled apartment buildings, they provide diverse housing opportunities while easing the way towards areas of single family homes only.

Lots are formally structured but grow incrementally larger as you move outward, maintaining the viability of walking and biking for many trips while contributing to a more relaxed residential character.



SUBURBAN NEIGHBORHOOD



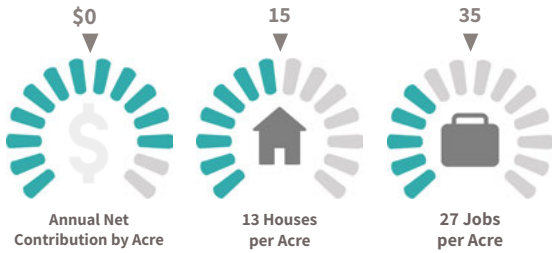
Anticipated building height: 2.5-3 stories

Suburban Neighborhoods, often referred to as subdivisions, consist mainly of single family homes on comparatively larger lots, some including accessory dwellings within the main house volume or in a detached building. They are generally quiet areas more removed from most commercial amenities. Family-oriented, often with large concentrations of children, suburban neighborhoods are often preferred by growing families. Because houses are on larger properties, buildings are more spread out and car trips are required for most needs.

Suburban Neighborhoods don't cover their own costs, but they provide housing needed for a large segment of the community, including families raising the next generation of Bentonville residents.

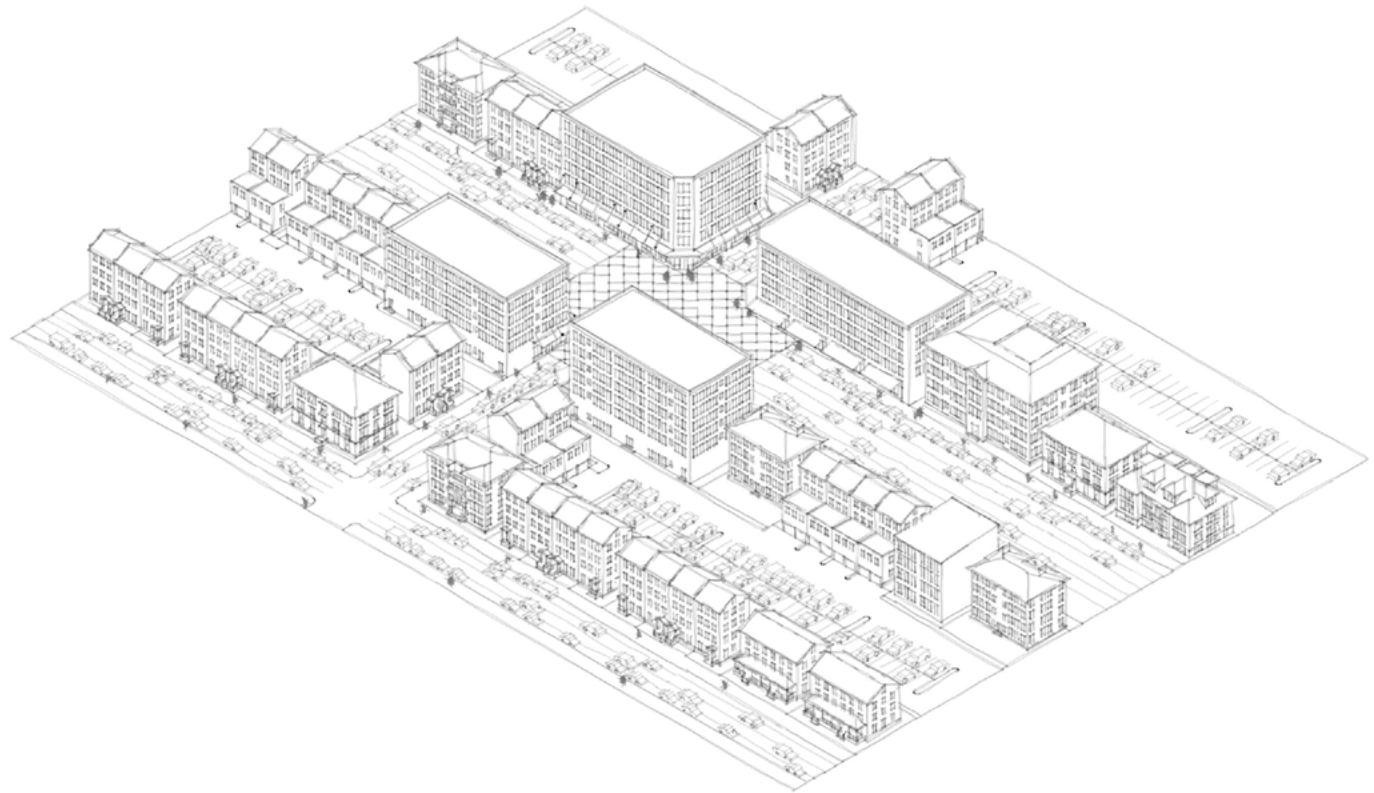


URBAN CORRIDOR

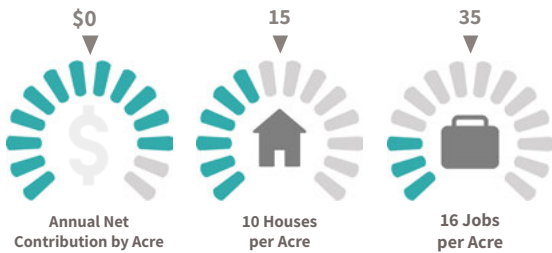


Anticipated building height: 3-6 stories

Urban Corridors are primary thoroughfares fronted by larger multi-family and office buildings interspersed with neighborhood-serving commercial uses. They feature development on unbuilt properties as well as new uses added to properties only partially built out. Comparable to but more intense than Walkable Corridors, they allow for large numbers of people to safely walk or bike to jobs and daily needs. Urban Corridors are strong tax contributors, outperforming all other place types except Regional and City Centers.



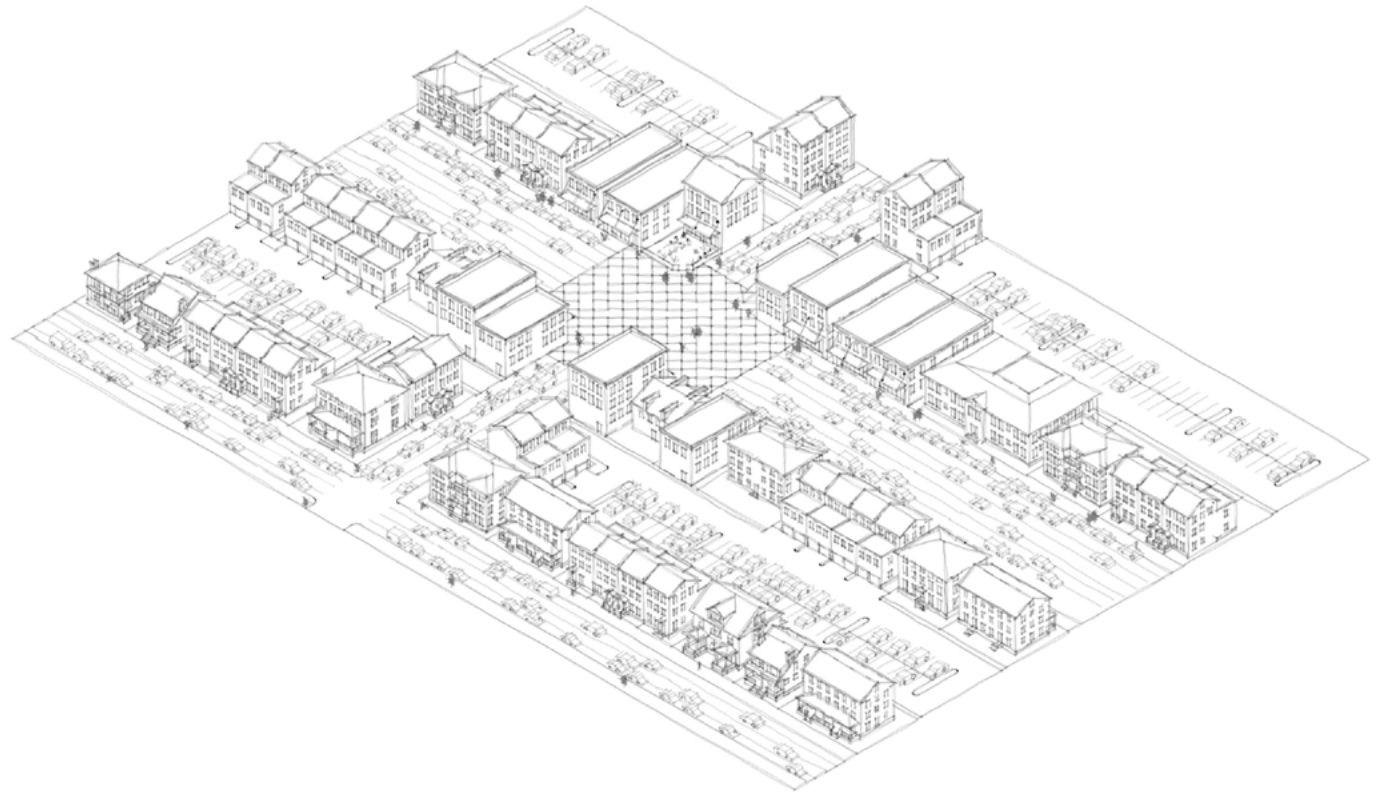
WALKABLE CORRIDOR



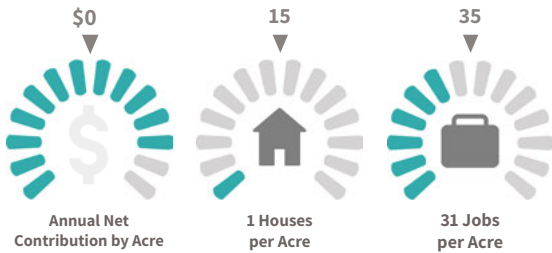
Anticipated building height: 3-5 stories

Walkable Corridor refers to areas that once were large arterial roadways lined by strip-commercial uses but maintain the potential to become a sort of Neighborhood Center in linear form; a more human-scaled, connected destination where adjacent neighbors can safely walk or bike to retail and services. They consist of mixed-use developments, apartments, and townhomes on unbuilt properties and new uses added to properties only partially built upon. Together they support more businesses and residents in close proximity.

Financially, Walkable Corridors perform better than Suburban Corridors as an alternative land use along arterial roadways.

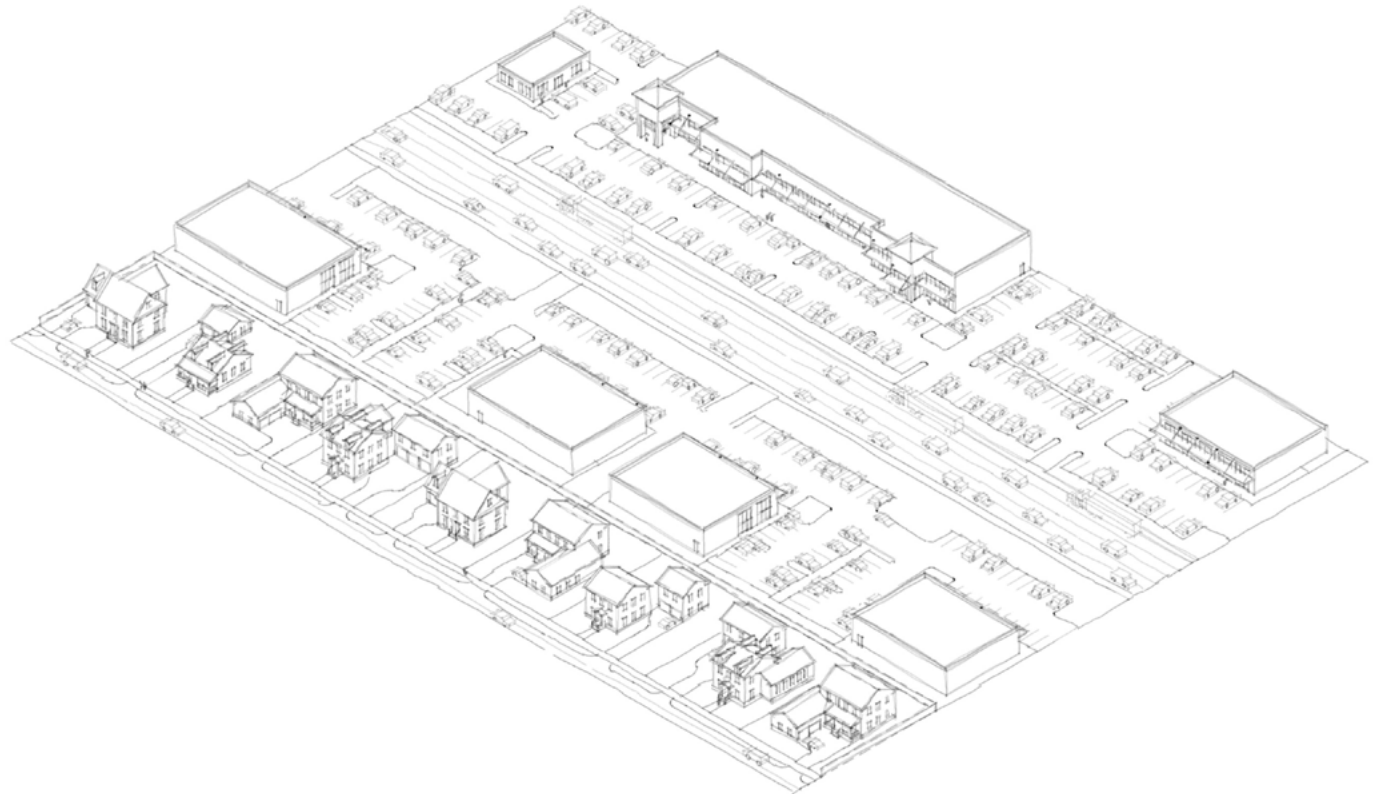


SUBURBAN CORRIDOR



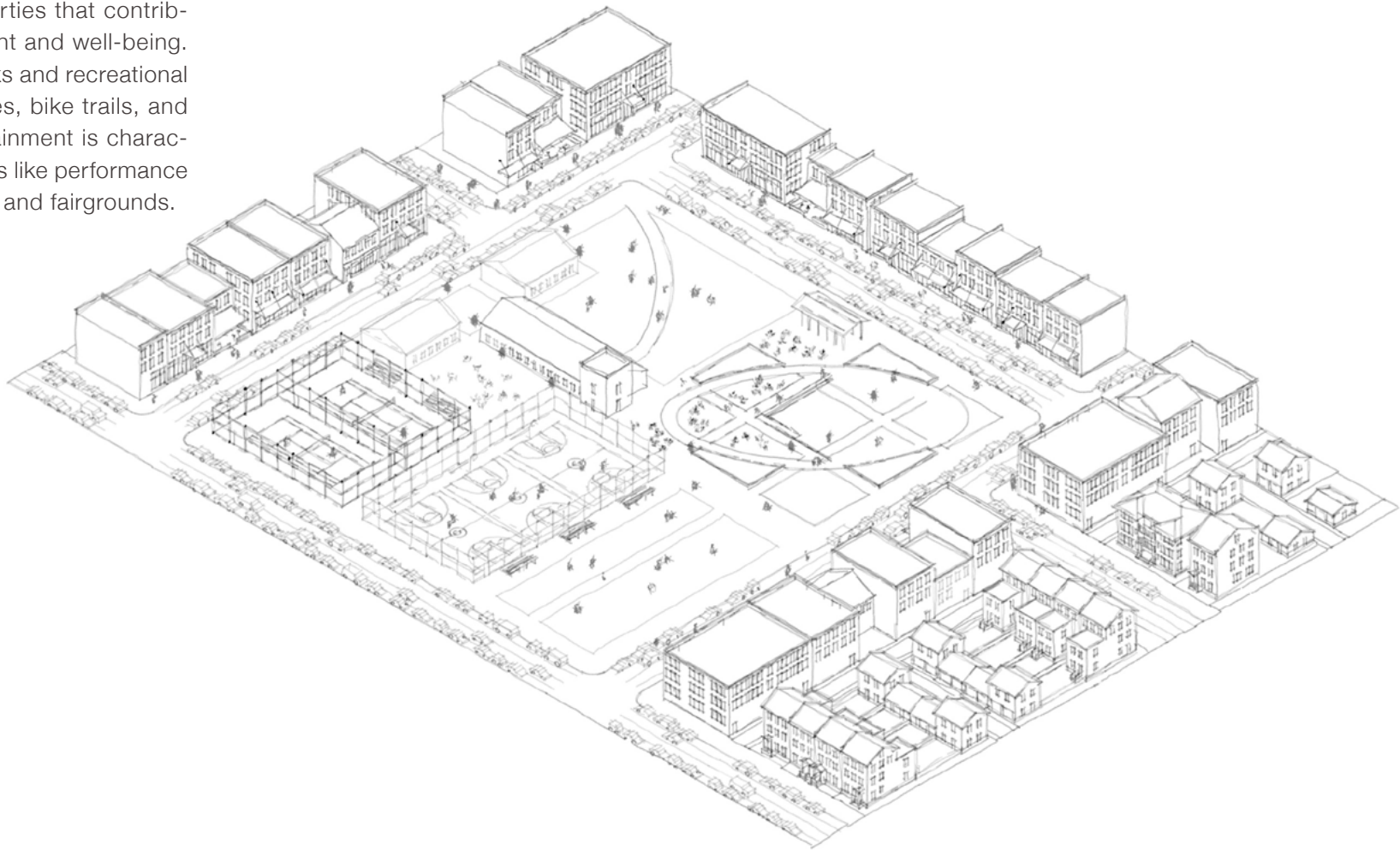
Anticipated building height: 2-4 stories

Suburban Corridors are areas comprised of large format retail environments like big box stores, shopping malls, car sales, and large industrial facilities, as well as residential developments serving regional commuters. Because these areas cater to those traveling primarily by car, they feature large parking areas and related drainage which limits their financial performance. Nonetheless, largely through sales tax revenue, Suburban Corridors generate more than their associated costs.

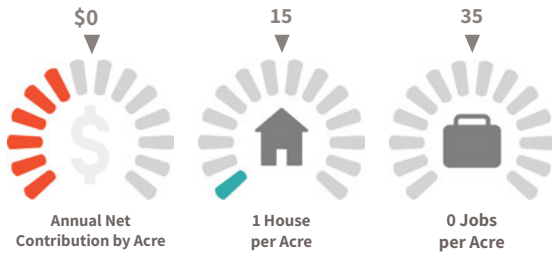


RECREATION

Recreation is defined by two categories: Parks and Public Space and Outdoor Entertainment. Parks and Public Space refers to both public and privately owned properties that contribute to community enjoyment and well-being. This includes the city's parks and recreational amenities, gathering spaces, bike trails, and museums. Outdoor Entertainment is characterized by larger format uses like performance venues, amusement parks, and fairgrounds.

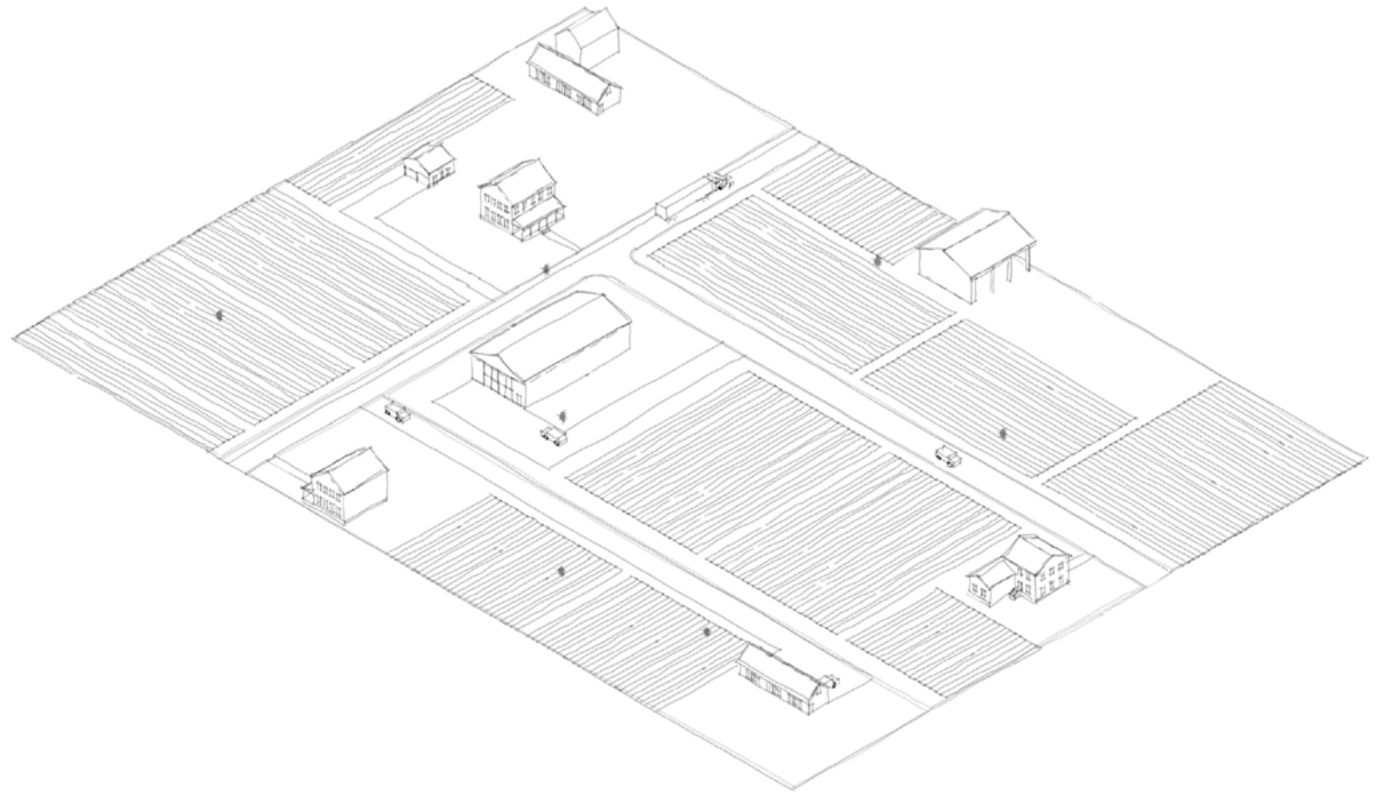


RURAL AND ESTATES

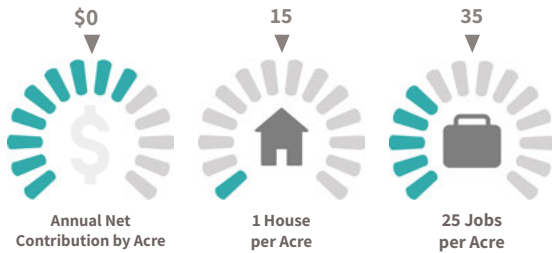


Anticipated building height: 2.5 stories; and taller structures for agricultural operations

Rural and Estates areas, with their low population densities and wide open spaces, put the country in “town and country.” Characterized by agricultural uses, natural landscapes, and dispersed residential on large lots, they offer a tranquil sense of retreat from more vibrant place types but also require driving for most needs. Economically, these areas come very close to covering their own costs, largely due to their limited infrastructure and public amenities.



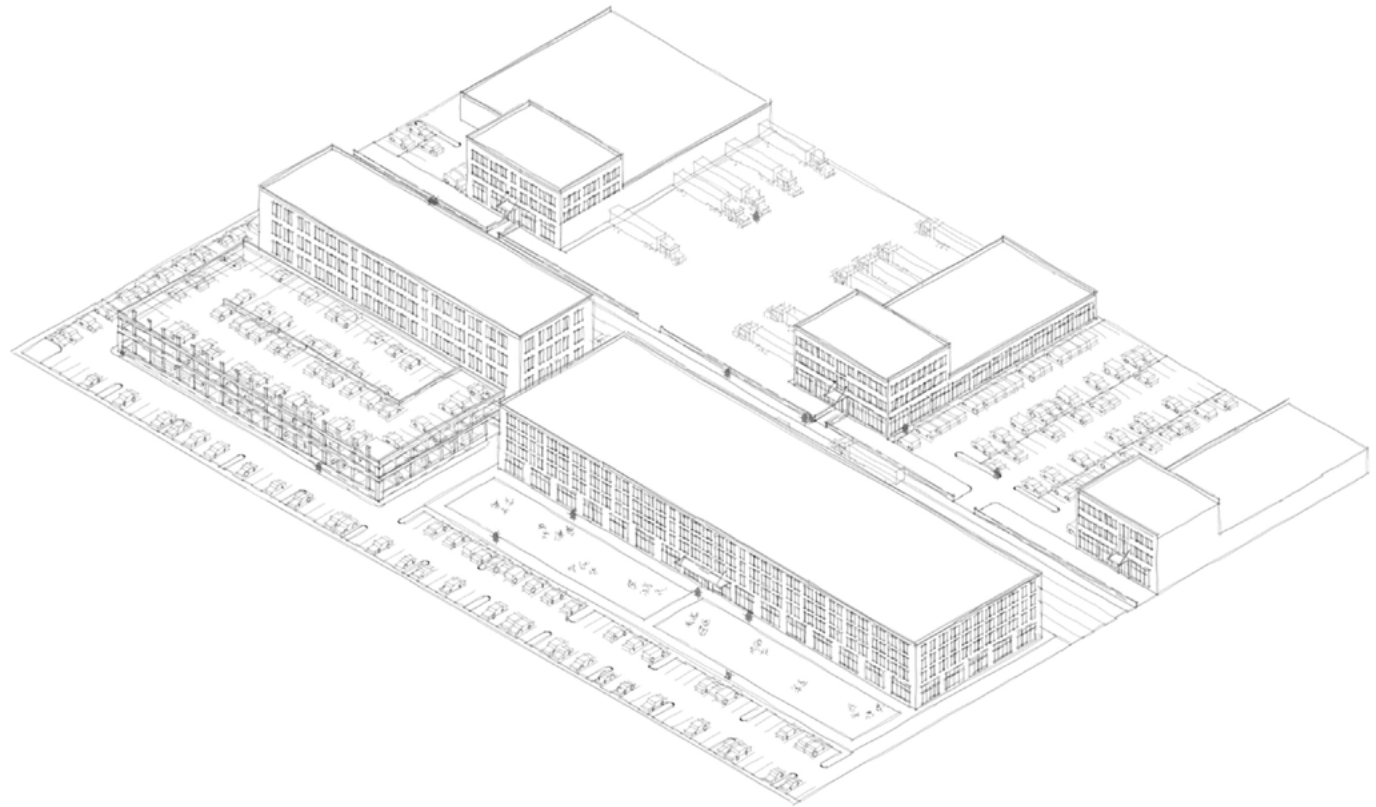
INDUSTRY AND TECHNOLOGY



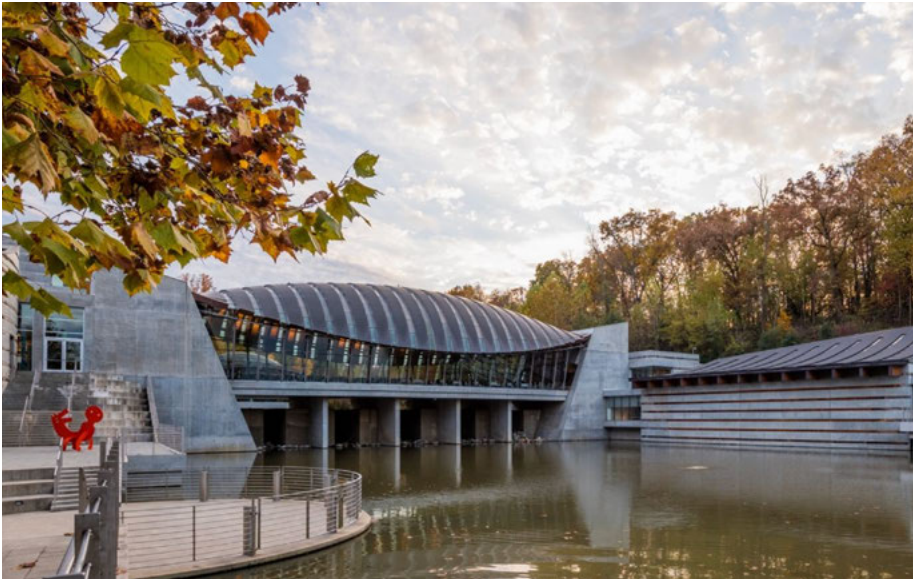
Anticipated building height: up to 5 stories or 60 feet

Industrial and Technology refers to areas that, in earlier times, were characterized as light industrial. Today these areas feature all aspects of the maker economy — technology startups, light manufacturing, warehousing and distribution, art galleries, artisans, craftspeople, and other made-by-hand enterprises. Such areas play an important role in accommodating and concentrating non-corporate employment, providing space for start-up businesses and businesses that support the larger local and regional economy. Because of the format of buildings and general lack of housing, they don't cover their costs.

However Industrial and Technology place types play an important role in the employment ecosystem which indirectly contributes to sales and property taxes.



CIVIC AND INSTITUTIONAL



Civic and Institutional areas are typically designed with a campus-like layout, which distinguishes them from other Place Types structured around a traditional street and block system. These areas may vary widely, encompassing uses such as hospital campuses, research institutions, and cultural centers, each with unique features that support their primary function, like housing and services for students or employees. Some Civic and Institutional areas may be dense, with few open spaces, while others, particularly cultural sites, may include substantial green spaces or natural areas. Civic and Institutional areas serve an essential role in the local economy, driving tourism,

fostering new businesses, attracting research initiatives, and providing educational opportunities. The campus format means that building design, green space, and circulation within each area are highly specialized to its purpose, resulting in unique layouts. Although many Civic and Institutional campuses are nonprofit and don't directly cover municipal costs, they support the employment landscape and stimulate the local economy, indirectly contributing to property and sales tax revenue.

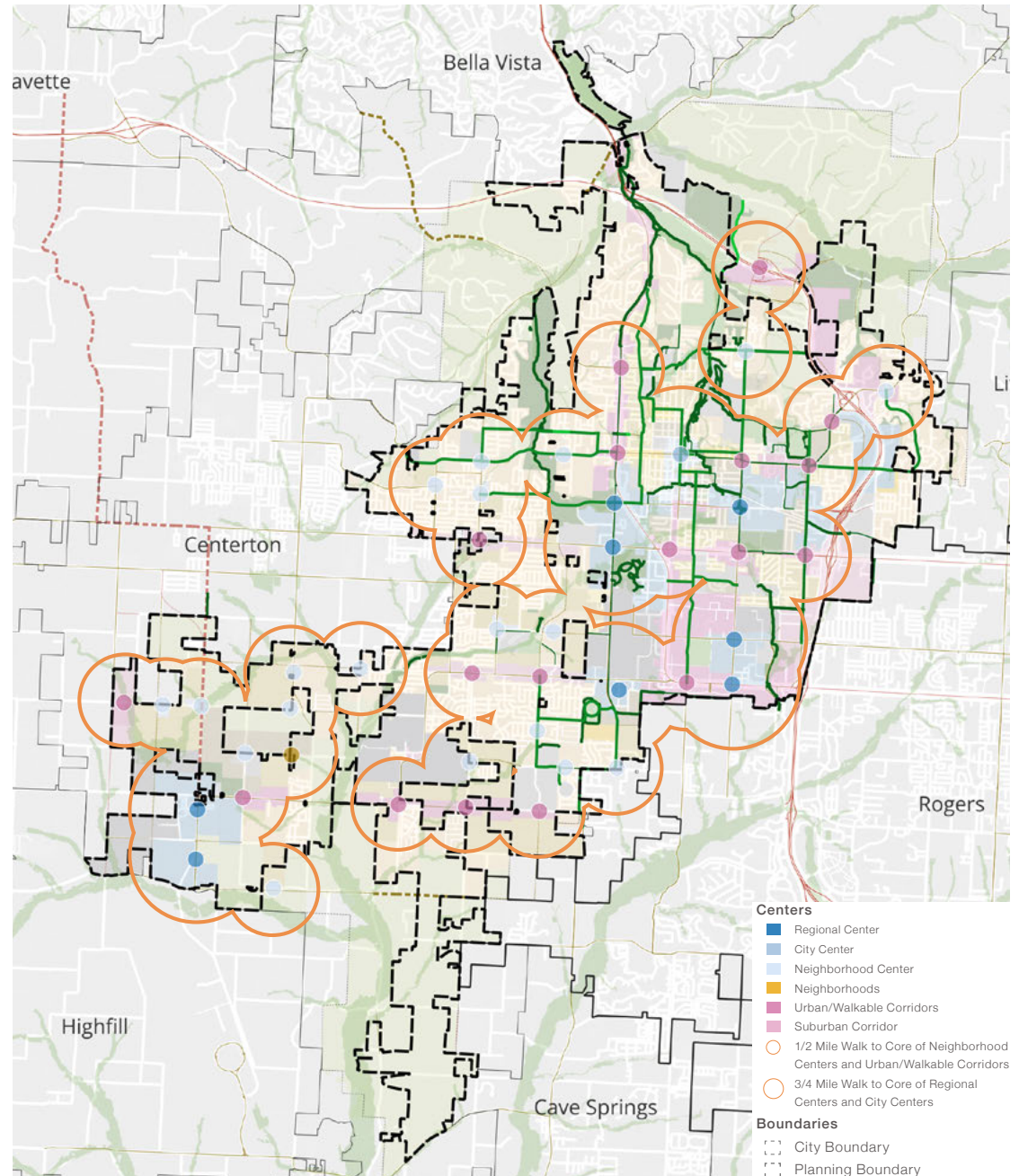


GETTING AROUND BENTONVILLE

Bentonville's rapid growth and increasing population necessitate a mobility strategy that provides practical, efficient, and accessible options for all residents and visitors. The city's current transportation network, shaped by car dependency, faces challenges such as congestion, limited connectivity, and unequal access to alternative travel modes. The Community Plan focuses on land use strategies designed to support enhanced mobility choices across cycling, walking, and public transit while optimizing road systems to ensure seamless travel for all users. By diversifying transportation options and improving infrastructure, Bentonville can create a balanced, user-friendly network that serves a dynamic, growing community.

Future policies and mobility investments should:

1. **Expand mobility options:** Develop infrastructure that prioritizes walking, biking, and supports current and future transit alongside road networks.
2. **Improve connectivity:** Create well-connected networks for all modes of transportation, connecting more streets, bicycle ways, and sidewalks, enabling direct and convenient travel.
3. **Ensure equity:** Provide access to multiple mobility options for all community members.
4. **Foster economic growth:** Support businesses, employment hubs, and recreational areas through strategic mobility planning by providing convenient access for customers and employees across all modes.



Cycling Infrastructure: Expanding Options for Riders

Create a citywide cycling network that serves commuters, recreational riders, and visitors.

Bentonville has become a national leader in cycling, yet significant opportunities exist to further develop its infrastructure. Expanding protected bike lanes, integrating cycling with land use planning, and enhancing connections to major destinations will encourage more people to choose biking as a primary travel option. Strengthening programs like bike-sharing and providing wayfinding signage can make cycling more accessible for casual users and tourists.

Pedestrian Connectivity: Supporting Walkable Neighborhoods and Districts

Build a pedestrian-friendly city with safe, direct, and comfortable walking routes to essential services and amenities.

Walking offers a practical, low-cost mode of transportation for short trips. However, Bentonville's pedestrian network is concentrated in downtown areas, leaving many neighborhoods underserved and connections between districts difficult. Expanding sidewalks, ensuring safe crossings, and connecting walking paths and trails to schools, parks, and commercial centers will allow residents to travel safely and conveniently without a car.

Commuting Solutions: Diversifying Travel Modes

Reduce peak-hour congestion by promoting alternative commuting options and optimizing traffic flow.

Nearly 45,000 daily commuters travel to Bentonville, approaching the city's entire population. Expanding housing options near employment centers can shorten commutes and reduce dependency on cars. A multimodal approach—including cycling, walking, and carpooling—can distribute traffic and alleviate pressure on main corridors. Adding secondary routes and improving road efficiency will provide drivers with more options and smoother travel.

Future Transit: Planning for Regional Access and Future Transit Routes

Lay the foundation for future public transit systems by clustering development and creating natural transit hubs.

While Bentonville lacks a robust public transit network, thoughtful land use planning today can set the stage for future systems. Locating higher-density housing and employment centers near potential transit corridors ensures efficient service when transit becomes viable. Transit-ready development, paired with active transportation options, can provide residents with choices beyond driving.

Street Network Connectivity: Enhancing Mobility Through Direct Routes

Develop an interconnected street network that improves access for all transportation modes.

Fragmented street layouts force reliance on major roads, leading to congestion and limited mobility. By prioritizing a grid-style network in new developments and retrofitting connections in existing neighborhoods, Bentonville can create more travel options, reducing traffic concentration along the city's more significant roadways. A connected street system also supports active transportation by offering direct, safe routes for pedestrians and cyclists.

Complete Streets: Balancing Street Design to Serve All Users

Design streets that balance the needs of drivers, cyclists, pedestrians, and transit users.

Complete Streets principles ensure that streets cater to diverse travel needs, balanced according to differing user demands across the community. Adding bike lanes, pedestrian amenities, and safe transit stops makes streets accessible for all while reducing conflicts between modes. Designing streets to suit their surrounding Place Types ensures each area receives appropriate features, whether for busy commercial corridors or quiet residential zones.

Biking and Walking Integration: Enabling Mobility Modes Other Than Driving

Make biking and walking practical alternatives for everyday travel.

Walking and biking are essential to reducing congestion and broadening mobility options. Investments in mixed-use developments, pedestrian-friendly streets, and enhanced biking infrastructure encourage active transportation as a daily habit. Major projects like the Walmart Home Office's goal for bike commuting demonstrate how private initiatives can align with city goals, reducing overall traffic while increasing transportation equity.

Equitable Mobility: Meeting Diverse Needs

Ensure transportation options accommodate all community members, regardless of age, ability, or income.

A successful transportation network addresses the needs of all users, including children, seniors, and those without access to a car. Adding accessible pathways, affordable bike-share programs, and safe pedestrian crossings can ensure mobility equity across Bentonville's neighborhoods. Targeting underserved areas with improved infrastructure builds a more inclusive and resilient community.

Key Priorities for Bentonville's Mobility Future

- **Accessibility:** Ensure all transportation modes are available and convenient for every resident.
- **Efficiency:** Reduce travel times through well-designed routes and integration of multiple transportation options.
- **Safety:** Minimize vehicle speed and accident severity through placemaking, complete street design strategies, improved connectivity, and traffic-calming measures.
- **Community-Centered Design:** Align mobility strategies with the needs of Bentonville's growing population and local businesses by prioritizing pedestrians and cyclists, especially within hubs of community and commercial activity.

By focusing on expanding mobility options and improving connectivity, Bentonville can address its transportation challenges while enabling growth and supporting successful business and cultural communities.



Exhibit C: Future Land Use Map and Zoning Districts Alignment Policy January 2025

A. Purpose.

This document establishes the policy for reviewing future rezoning requests in the City of Bentonville in the interim between adoption of the FLUM and the new zoning and land development code. All rezoning requests should be reviewed according to the policies and criteria herein.

B. Future Land Use and Zoning.

Future Land Use and zoning are interconnected yet distinct components of city planning. The Future Land Use Map (Map) is an element of the Bentonville Community Plan (Plan), a policy adopted by Resolution, that establishes Place Types (previously called Land Uses) and assigns them to locations where most appropriate to best manage growth, development and infrastructure and service planning. Place Types are a set of intended characteristics and uses, including land uses like residential, commercial, or mixed-use, typical activities, and building scale. Future Land Use provides a structured framework that guides zoning decisions. Through community engagement and careful deliberation, Planning Commission and City Council adopted the Future Land Use Map and replacement of Ch. 2 and Ch. 4 of the Community Plan with Resolution No # on **DATE**.

Zoning Districts are laws adopted by Ordinance. They establish the specific regulations for how land can be used and developed. Each Place Type can incorporate several zoning districts.

The City is in the process of drafting new zoning and development regulations that align with the recently adopted Map. Until those codes are adopted, this alignment policy will guide decision making for rezoning requests. When the new codes are adopted, a new FLUM and Zoning Alignment Policy will be adopted.

C. Alignment Table.

In the alignment table, the Place Types are shown on the left and the currently adopted Zoning Districts are shown at the top. In the box where the Place Type for the property intersects with the Zoning District requested, there will be an “SR”, “ER” or empty box. This determines the level of review based on the appropriateness of the Zoning District for the Place Type.

1. **Appropriate.** The Zoning District is consistent with the characteristics of the Place Type and therefore conforms to the Future Land Use Map. This is indicated with an “SR” and subject to *Sec. D (2) Standard Review Criteria*.
2. **May be Appropriate.** The Zoning District is not clearly consistent with the characteristics of the Place Type but may be appropriate upon further review. This is indicated with an “ER” subject to *Sec. D (3) Enhanced Review Criteria*.
3. **Inappropriate.** The Zoning District does not have any characteristics of the Place Type and therefore does not conform to the Future Land Use Map. This is indicated by a blank box subject to *Sec. D (4) No Action*.

Alignment Table

Place Types listed in order presented in Ch. 4 of Community Plan

SR = Standard Review applies (Sec. D.2); Zoning District is appropriate for the Place Type.

ER = Enhanced Review applies, (Sec. D.3); Zoning District may be appropriate for the Place Type with additional review.

Blank = No action, Sec. D.4; Zoning District is not appropriate for the Place Type.

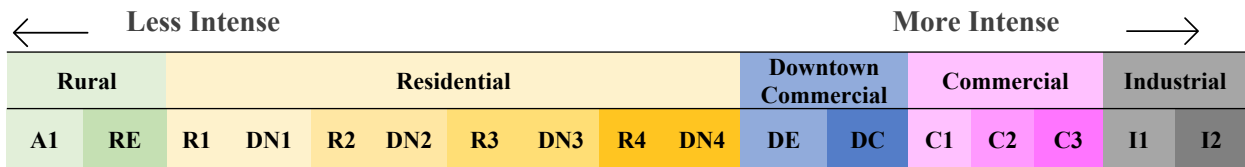
Zoning District		A1	RE	R1	R2	R3	R4	DN1	DN2	DN3	DN4	DE	DC	C1	C2	C3	I1	I2
Place Type																		
Centers	Regional Center										SR	SR	SR			SR		
	City Center										SR	SR	ER			SR		
	Neighborhood Center										SR	SR		SR		ER		
Neighborhoods	Urban Neighborhood								SR	SR	SR	ER				ER		
	Walkable Neighborhood				ER	ER	ER	SR	SR	SR	ER							
	Traditional Neighborhood			SR				SR	ER									
	Suburban Neighborhood			SR	ER			ER										
Corridors	Urban Corridor											SR	ER			SR		
	Walkable Corridor										SR	ER		SR		ER		
	Suburban Corridor													SR	ER			
Recreation	Outdoor Entertainment	ER	ER	ER	ER	ER	ER	ER	ER	ER	ER	ER	ER	ER	ER	ER	ER	ER
	Parks and Public Spaces	ER	ER	ER	ER	ER	ER	ER	ER	ER	ER	ER	ER	ER	ER	ER	ER	ER
Specialized	Rural and Estates	SR	SR	ER														
	Industry and Technology														SR		SR	ER
	Civic and Institutional	ER	ER	ER	ER	ER	ER	ER	ER	ER	ER	ER	ER	ER	ER	ER	ER	ER
Remaining Districts:		PUD/PRD should follow the review criteria as established in the Zoning Code for PRD/PUD.																
		R-C2, R-C3, RZL and RO districts are not consistent with the Place Types of the Future Land Use Map and rezoning requests to these districts are not supported.																

D. Review Criteria.

The following review criteria are to be used depending on the level of review (SR, ER, Blank) established in the table in *Sec. C Alignment Table*.

1. Criteria for All Rezoning Requests. The following review criteria applies to all rezoning requests.

- (a) *Consistency.* Consistency with the Future Land Use Plan and with the vision and policies of the Community Plan.
- (b) *Impact.* Relationship and effect on the land use and zoning of the surrounding area.
- (c) *Compatibility.* Compatibility with recent development activity in the surrounding area.
- (d) *Intensity.* The proposed district(s) are within a reasonable level of intensity of the most intense zone allowed with a Standard Review on adjacent properties. The intensity levels are shown in the graphic below, with least intense on the left and most intense on the right.

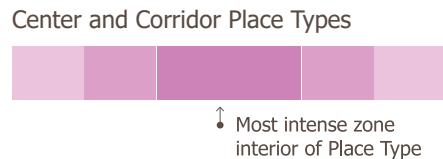


(1) *Exceptions.* The intensity criteria does not apply in the following instances:

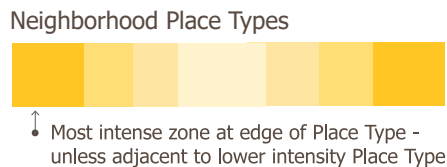
- a. Significant natural barriers separate the two properties, or
- b. Roadways of three or more lanes separate the two properties.

(e) *Orderly Transition.* The proposed district(s) establishes an orderly transition of intensity within and between the place type as follows.

(1) *Center or Corridor Place Type.* Where the subject property is within a Center or Corridor place type, higher intensity zones should be interior to the place type to provide an orderly transition between the interior and edge of the place type and adjacent neighborhood place types.



(2) *Neighborhood Place Type.* Where the subject property is within a Neighborhood place type, higher intensity zones should be located at the edges of the place type when the property lies adjacent to a Center or Corridor place type to provide an orderly transition between the edge of the property and the adjacent place type. Lower intensity zones should be located at the edges of the place type when the property lies adjacent to a Neighborhood place type of a lower intensity.



2. Standard Review Criteria (SR). When an “SR” is shown in the box where the property’s Place Type intersects with requested Zoning District, the following review criteria applies.

(a) Review criteria established in *Sec. D.1 Criteria for All Zoning Requests*.

(b) The proposed district(s) are likely to implement the place type envisioned by the Future Land Use Map; and

(c) The proposed district(s) will result in development compatible with the place type of nearby properties; and

~~(e)(d) Adequate infrastructure exists or is planned to serve the development allowed in the proposed district(s); and~~

3. Enhanced Review Criteria (ER). When an “ER” is shown in the box where the property’s Place Type intersects with the requested Zoning District, the following review criteria applies.

(a) Review criteria established in *Sec. D.1 Criteria for All Zoning Requests*.

(b) Review criteria established in *Sec. D.2 Standard Review Criteria*; and

~~(c) Adequate infrastructure exists or is planned to serve the development allowed in the proposed district(s); and~~

(d) The property is unlikely to develop, or poorly suited for development allowed under districts subject to standard review; and

(e) The proposed district is necessary to allow economic development of regional significance or a use unique in the region and its impact can be mitigated to preserve the public’s health, safety, and welfare.

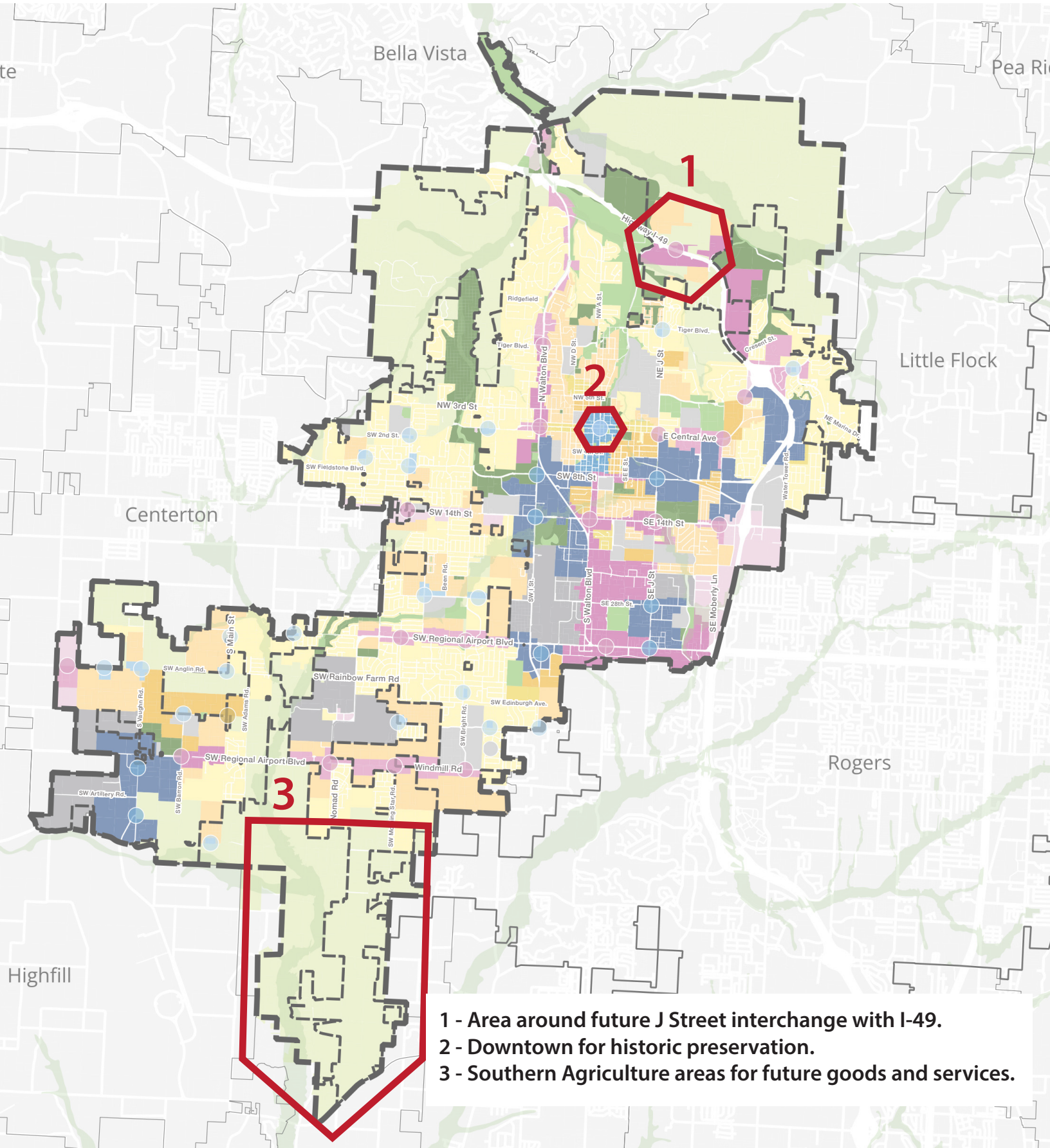
4. No Action. When the box is blank where the property’s Place Type intersects with the requested Zoning District, staff should recommend to the applicant not to proceed with the request unless and until the Future Land Use Map or alignment policy are amended accordingly. Should an applicant proceed with the request, the standard recommendation should be denial.

E. Applicant Responsibility.

1. Mix Districts. Applicants are encouraged to use a mix of zoning districts in order to better align with these review criteria.

2. Address Review Criteria. In the narrative portion of the application, applicant must describe how the propose rezoning meets the criteria.

EXHIBIT D: FLUM Study Areas



- 1 - Area around future J Street interchange with I-49.
- 2 - Downtown for historic preservation.
- 3 - Southern Agriculture areas for future goods and services.



5100 W. JB Hunt Drive
Suite 800
Rogers, AR 72758
Office 479 845 3000
sagepartners.com

January 27, 2025

Mr. Tyler Overstreet
Planning Director
City of Bentonville

Dear Tyler,

I am writing on behalf of the owners of Beau Terre Office Park to formally request a reconsideration of the designated land use for the south side of Beau Terre Office Park. We respectfully propose that this area be designated as a "Regional Center" in Bentonville's latest land use plan.

Beau Terre Office Park is uniquely positioned to serve a variety of users and purposes due to its direct access and exposure to I-49. Designating the south side of Beau Terre as a "Regional Center" would unlock its full potential by allowing for a broader mix of uses, including retail, medical office, hotels, etc. As you know, there is already a hotel and restaurant on site. The "Regional Center" designation has been given to the properties to the west across I-49 (most comparable property) and south of Beau Terre, so we assumed our land use would be the same. We plan for the south and north sides of Beau Terre to be walkable, bikeable and connected with all commercial properties to the north, south and west and similar in its commercial uses.

Thank you for considering this appeal. We would be happy to provide additional information or meet to discuss this request in more detail. Please do not hesitate to reach out at your convenience.

Sincerely,

Marshall Saviers
CEO, Principal
Cushman & Wakefield | Sage Partners

Cc: Ted Dickey

From: John Schmelzle <john@schmelzleassociates.com>

Sent: Saturday, February 1, 2025 10:45 AM

To: planning <planning@bentonvillear.com>; Tyler Overstreet <toverstreet@bentonvillear.com>

Subject: Request to revisit Placetype along J St.

Commissioners and Planning Staff,

I would like to formally submit a request to revisit the placetype for the below location on J street from the current Neighborhood Walkable to Neighborhood Urban. The below summarized the rationale for my request:

- 1. It does not touch single family residential.** Circle of Life Hospice is on the eastern boundary and its elevation is significantly higher. The rear of the building faces the subject parcels. Legacy Village multi-family is to the south and shares a relatively small boundary to the subject property(s). The north has some existing SF but appears to be unoccupied and recently sold or under contract at commercial pricing.
- 2. Access to major Arterial-** J street fronts the subject location making it ideal for a higher intensity land use
- 3. High Intensity City Center is across the street-** with the Amezium, School of Medicine, Whole Health, and Crystal Bridges walkable/bikeable from this location it makes for an ideal place to encourage a higher intensity infill neighborhood to connect with. This would create a logical layering down of land use intensity from high intensity City Center to the next one down which is Neighborhood Urban, light commercial (Circle of Life) to traditional neighborhood as you go from West to East. Then as you get closer to more infrastructure to the south you have Crystal Flats and recreation. It flows according to the chart and proximity to infrastructure while still respecting the existing single family homes off NE 10th and Kings street.
- 4. Urban Neighborhood Exists to the north-** there is an island of Urban already on the map to the north, separated by Traditional Neighborhood. There is probably a debate to be had on whether the section along western portion of NE 10th St should remain Traditional Neighborhood. My understanding is the home on the corner is under contract at commercial land pricing and market forces may eventually merge it into the higher intensity placetypes but it makes for a logical connection and provides for more opportunities to create a more cohesive neighborhood rather than separate enclaves.

