Revised Agenda:
Section I New Business Item 4
Section III Planning Item 10

City Council
Meeting Agenda
May 13, 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 virtually, please register at the following link by 4:00 p.m. on May 13, 2025: Registration Link

Council Questions/Discussion Concerning the Business Meeting

Call to Order

Pledge of Allegiance

Moment of Silence

Roll Call

Approval of Minutes: April 22, 2025

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

1. **Northwest Arkansas Regional Planning Commission Update - Tim Conklin** — **Informational**

2. **Proclamation Recognizing "National Drug Court Month"** — **Proclamation**
   Proclamation recognizing the month of May as "National Drug Court Month."

3. **Proclamation Recognizing May 11-17, 2025 as "National Police Week"** — **Proclamation**

Proclamation recognizing the Bentonville Police Department during "National Police Week"- May 11-17, 2025.

4. **Ordinance Approving the Issue of 2025 Bonds** — **Ordinance***

Approve an Ordinance authorizing the issuance of sales and use tax bonds for the purpose of financing the cost of capital improvements. No budget adjustment is needed.

5. **Resolution Declaring Police Firearms as Surplus Property and Available for Trade** — **Resolution**

A Resolution declaring various Glock 17 9MM and Glock 26 9MM as surplus property. No budget adjustment needed.

6. **Resolution to Approve Fire Equipment Purchase Using ACT 833 Funds** — **Resolution**

We are asking the council to approve the transfer and use of ACT 833 Fire Funds to complete the equipment purchase for new apparatus. A budget adjustment is needed.

7. **Resolution Approving Bid Award IFB-25-33 for 2025 or Newer Half-Ton 4WD Crew Cab Truck** — **Resolution**

A Resolution Awarding Bid IFB-25-33 to Superior Chevrolet GMC and declaring a 2013 Chevy Truck as surplus authorizing its trade in for credit against this purchase. No budget adjustment is needed.

8. **Public Hearing and Ordinance Vacating a Utility Easement (VAC25-0008)** — **Ordinance***

Public Hearing and approval of Ordinance vacating Utility Easement located at Lot 51 of Dicksons Addition (VAC25-0008).

9. **Resolution Setting a Public Hearing to Vacate a Street Right of Way (VAC25-0011)** — **Resolution**

Approve Resolution to set Public Hearing for May 27, 2025 to vacate Street Right of Way located at Lot 10, Block 1 of Demings Addition (VAC25-0011).

10. **Resolution Setting a Public Hearing Vacating a Street Right of Way (VAC25-0012)** — **Resolution**

Approve Resolution to set Public Hearing for May 27, 2025 to vacate Street Right of Way located at Lot 10, Block 1 of Demings Addition (VAC25-0012).

11. **Resolution Setting a Public Hearing for a Utility Easement Vacation (VAC25-0014)** — **Resolution**

Approve Resolution to set Public Hearing for May 27, 2025 for Utility Easement Vacation located at Lot 4 of Dimmit Addition (VAC25-0014).

12. **Resolution to Award Bid for Soccer Uniforms to Challenger Teamwear** — **Resolution**

A Resolution Awarding Bid IFB-25-14 for soccer uniforms for the fall 2025 / spring 2026 season to Challenger Teamwear per the unit prices with an estimated total of $62,230.00. No budget adjustment is needed.

13. **Ordinance Approving a Waiver of Bid to Purchase a Sports Champ Field Groomer** — **Ordinance***

Approving an Ordinance waiving competitive bidding to purchase a Sports Champ Field Groomer in the amount of $81,834.28. No budget adjustment is needed.

14. **Resolution to Purchase Four (4) SCAG Cheetah 2 Mowers through Sourcewell** — **Resolution**

A Resolution authorizing the purchase of four (4) new SCAG Cheetah mowers from The Hardware Store, through the participation of Sourcewell Contract, in the amount of $65,323.16 plus applicable taxes. No budget adjustment is needed.

15. **Resolution to Award Bid IFB-25-29 for Lawrence Plaza Splash Pad Resurface** — **Resolution**

Resolution authorizing an agreement with Epoxy Coating Specialist, LLC for the Lawrence Plaza Splash Pad resurfacing project, in the amount of $111,300.03. No budget adjustment is needed.

16. **Resolution Amending the Contract with CEI for Bright Road Trail Construction Administration** — **Resolution**

Resolution authorizing the Mayor and City Clerk to enter into an amended agreement, in the amount of $25,000.00, with CEI for additional Bright Road Trail construction administration. No budget adjustment is needed.

II. Utility Board

1. **Resolution Approving Water and Wastewater Rate Analysis and Financial Plan Contract Amendment** — **Resolution**

A resolution authorizing an amendment to the professional services agreement with Raftelis Finances Consultants, Inc., in an amount not to exceed $35,860.00, covering the increased scope of work performed. Utility Board approved 4-0. A budget adjustment is needed to re-appropriate budgeted funds.

2. **Ordinance to Waive Competitive Bidding to Order 750 Underground Wire** — **Ordinance***

Approval of an Ordinance to waive competitive bidding to purchase 750 UG Wire from Stuart Irby Unit Prices and estimated quantities attached, plus applicable taxes. Utility Board approved 4-0. No budget adjustment is needed.

3. **Resolution Approving Change Order No. 1 for Parks Maintenance Facility** — **Resolution**

A Resolution authorizing Change Order No. 1, in the amount of $45,164.74, to upsize the sanitary sewer line as part of this project to allow for future growth in the area. Utility Board approved 4-0. No budget adjustment is needed.

4. **Resolution to Award Bid IFB-25-11 48" Transmission Main Valves Procurement** — **Resolution**

Resolution authorizing an agreement with DeZurik Inc., for the 48" Transmission Main Valves in the amount of $921,778.00, associated with ARDOT project 090512 Hwy 112 relocation. Utility Board approved 4-0. No budget adjustment is needed.

III. Planning

1. **Dickson's Addition** — **Ordinance***

801 West Central **The Planning Commission voted 6-0, recommending approval.**

An Ordinance Accepting A Lot Split Of Lot 4 Of Dickson's Addition Creating New Lot 55 Of Dickson's Addition To The City Of Bentonville, Arkansas; And For Other Purposes.

2. **Gateway Park Addition, Lots 6 & 7** **Ordinance***

5000 SW Regional Airport Blvd. **The Planning Commission voted 6-0, recommending approval.**

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

3. **Green Acres Subdivision** **Ordinance***

1003 NW A ST **The Planning Commission voted 6-0 recommending approval.**

An Ordinance Accepting A Property Line Adjustment Of Existing Lots 8, 9, And 10 Of Green Acres Subdivision Creating New Lots 11, 12, And 13 Of Green Acres Subdivision To The City Of Bentonville, Arkansas; And For Other Purposes.

4. **Happy Homes Subdivision** **Ordinance***

1185 Bella Vista RD **The Planning Commission voted 6-0, recommending approval.**

An Ordinance Accepting A Property Line Adjustment Of Lot 9 And The North 10 Feet Of Lot 8, Block 1 Of Happy Homes Subdivision Creating New Lot 11, Block 1 Of Happy Homes Subdivision To The City Of Bentonville, Arkansas; And For Other Purposes.

5. **Will Moore Subdivision Ph 3** **Ordinance***

SW Journey Lane **The Planning Commission voted 6-0, recommending approval.**

An Ordinance Accepting A Property Line Adjustment Of Will Moore Subdivision Creating New Easement Dedications To The City Of Bentonville, Arkansas; And For Other Purposes.

6. **Walmart Campus Subdivision Phase 14** **Ordinance***

North of SE 8th, West of MLK **The Planning Commission voted 6-0, recommending approval.**

An Ordinance Accepting A Final Plat Of Lot 1 Of Walmart Campus Subdivision Phase 14 To The City Of Bentonville, Arkansas; And For Other Purposes.

7. **S3 Ventures LLC** **Ordinance***

Southeast corner of SW Regional Airport Blvd and SW Chickadee St. **The Planning Commission voted 6-0, recommending approval.**

An Ordinance Changing Real Estate In The City Of Bentonville, Arkansas, From Its Present Zoning Classification Of A-1, Agricultural And C-2, General Commercial To C-3, Mixed-Use Commercial; And For Other Purposes.

8. **Suen** **Ordinance***

515 NW D ST **The Planning commission voted 5-0, recommending approval.**

An Ordinance Changing Real Estate In The City Of Bentonville, Arkansas, From Its Present Zoning Classification Of R-E, Residential Estate To DN-1, Downtown Low-Density Residential; And For Other Purposes.

9. **VanWell Investments LLC** **Ordinance***

1011 Southeast C Street **The Planning Commission voted 6-0, 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-4, Downtown Mixed-Use Residential; And For Other Purposes.

10. **404 GLV LLC** **Ordinance***

710 NW 7TH ST **The Planning Commission voted 6-0, 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.

11. **Sage Valley** **Ordinance***

Valley Street **The Planning Commission voted 5-0 recommending approval.**

An Ordinance Changing Real Estate In The City Of Bentonville, Arkansas, From Its Present Zoning Classification Of PRD, Planned Residential Development, To PRD, Planned Residential Development; And For Other Purposes.

IV. Other Business/Announcements/Comments

Adjournment

Public Comments Concerning Matters of City Related Business

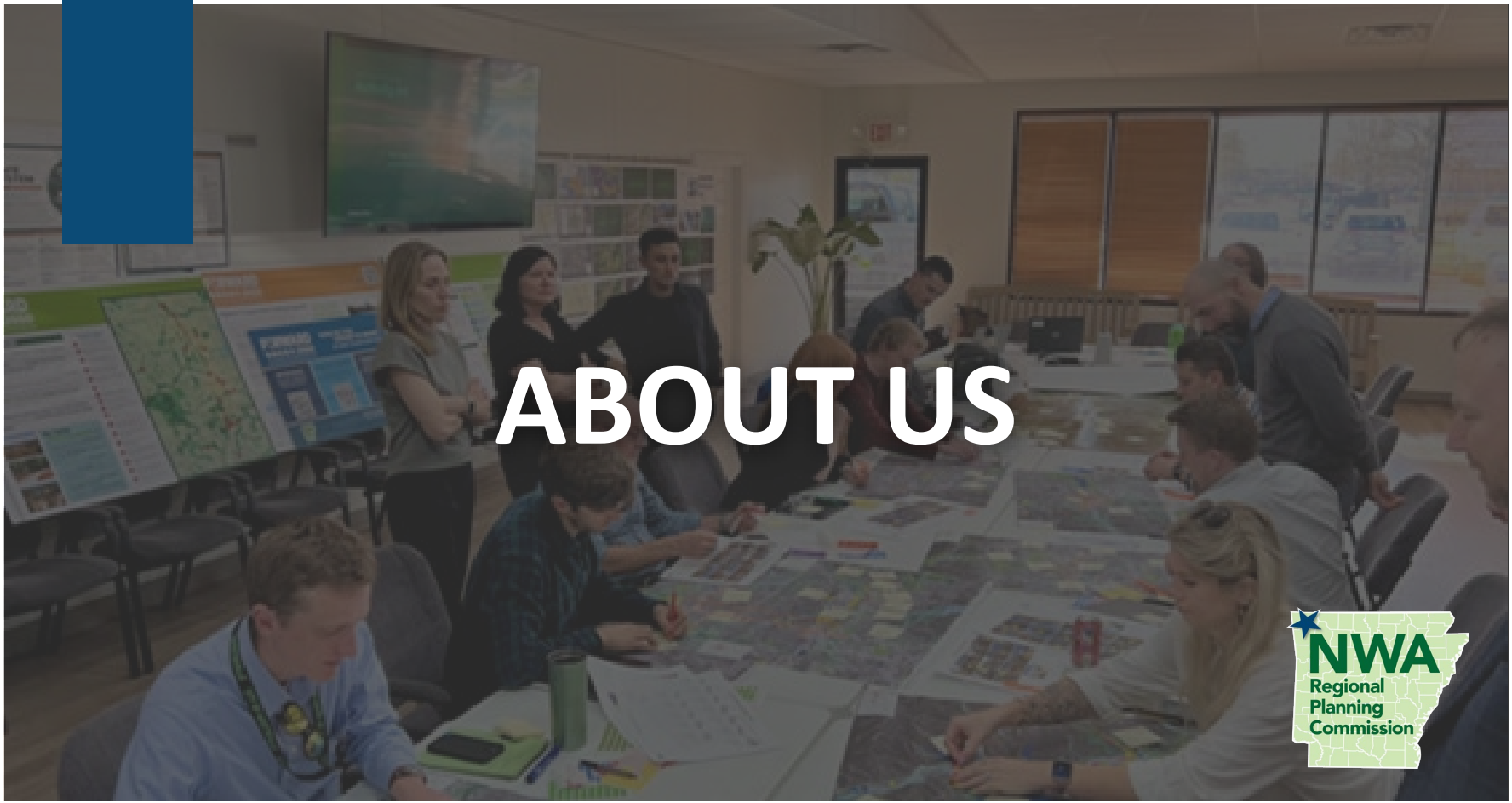
Northwest Arkansas Regional Planning Commission

Regional Planning Update + Forward2050

Presented to Bentonville City Council
Tim Conklin, Executive Director

May 13, 2025

*Planning for a **safe**, **connected**, and **resilient** region.*


ABOUT US
NWA
Regional
Planning
Commission

Northwest Arkansas Regional Planning Commission

A Council of Governments and Metropolitan Planning Organization

WE WORK WITH PLANNING PARTNERS

City Leaders – Stakeholders – Residents

TO LEAD COMMUNITY PLANNING

Transportation Choice – Environmental Innovation – Responsible Growth

FOR A **SAFE, CONNECTED** & **RESILIENT REGION.**

Northwest Arkansas Regional Planning Commission

A Council of Governments and Metropolitan Planning Organization

Vision and Shared Goals

Convening and Collaboration

Funding and Implementation

FOR A **SAFE, CONNECTED** & **RESILIENT REGION.**

Core Planning & Programming:

- **Lead, coordinate, and support** regional initiatives.
- **Develop and implement** the regional, long-range Transportation Plan (MTP) and 4-year Transportation Improvement Program (TIP) and component subarea plans.
- **Manage sub-allocated federal funding programs** – Surface Transportation Block Grant, Transportation Alternatives, and Carbon Reduction Programs (approx. $16M awarded annually).
- **Apply for discretionary grants** for regionally significant projects.

Upcoming (2025/2026)

- Awarding $16M in sub-allocated funds (*this month*)
- Razorback Greenway Corridor Master Plan
- “Forward2050” Long Range Transportation Plan
- NWA WalkBike Plan – Regional Bike/Ped Master Plan

Discretionary Awards

- $15M – Razorback Greenway (2010)
- $25M – I-49 AR-MO Connector (2018)
- $36.25M – NWA Green Network (2024)
- $25M – Highway 112 Corridor (2025)

$101.25 million *in major grants*

Recent Milestones

- NWA Complete Streets Design Guidelines - *Adopted*
- NWA Energy & Environment Innovation (EEI) Plan - *Adopted*
- Congress for the New Urbanism (CNU) NWA Delegation (45 regional leaders), Providence (June 11, 2025)

PLANNING AS A REGION

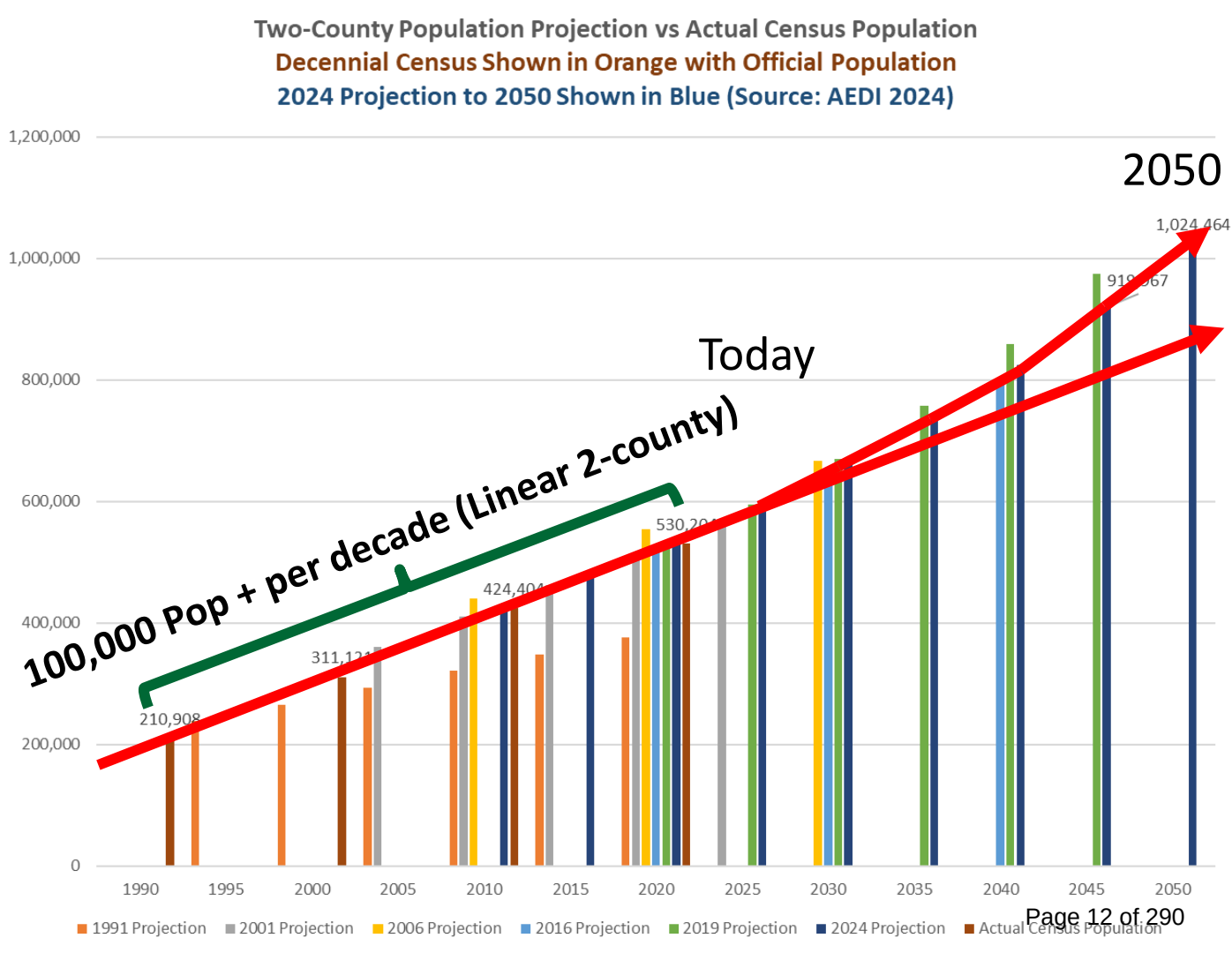
NWA Regional Planning Commission

FORWARD 2050

Connecting Northwest Arkansas through Transportation Choice

Population

Projected vs. Actual



FORWARD 2050
Connecting Northwest Arkansas through Transportation Choice

Looking Back 3 Decades (1990 to 2020)

	Actual Census April 1 Decennial												
			1990 to 2000				2000 to 2010				2010 to 2020		
	1990	2000	Numeric	%	AAGR	2010	Numeric	%	AAGR	2020	Numeric	%	AAGR
Benton	97,499	153,406	55,907	57.34%	4.64%	221,339	67,933	44.28%	3.73%	284,333	62,994	28.46%	2.54%
Washington	113,409	157,715	44,306	39.07%	3.35%	203,065	45,350	28.75%	2.56%	245,871	42,806	21.08%	1.93%
Total	**210,908**	**311,121**	**100,213**	**47.52%**	**3.96%**	**424,404**	**113,283**	**36.41%**	**3.15%**	**530,204**	**105,800**	**24.93%**	**2.25%**
			Growth/year				**Growth/year**				**Growth/year**		
Benton			5,591				6,793				6,299		
Washington			4,431				4,535				4,281		
Total			**10,021**				**11,328**				**10,580**		
			Growth/Day				**Growth/Day**				**Growth/Day**		
			27.46				**31.04**				**28.99**		

FORWARD 2050
Connecting Northwest Arkansas through Transportation Choice

Looking Forward 3 Decades (2030, 2040, & 2050)

Arkansas Economic Development Institute (AEDI) - Projected Population - Cohort-Component Method (AEDI)

	2030	2020 to 2030 Numeric	%	AAGR	2040	2030 to 2040 Numeric	%	AAGR	2050	2040 to 2050 Numeric	%	AAGR
BC -	364,723	80,390	28.27%	2.52%	470,998	106,275	29.14%	2.59%	603,977	132,979	28.23%	2.52%
WC-	295,931	50,060	20.36%	1.87%	353,230	57,299	19.36%	1.79%	420,487	67,257	19.04%	1.76%
2C -	**660,654**	**130,450**	**24.60%**	2.22%	**824,228**	**163,574**	**24.76%**	2.24%	**1,024,464**	**200,236**	**24.29%**	2.20%
		Growth/year				**Growth/year**				**Growth/year**		
BC-		8,039				10,628				13,298		
WC-		5,006				5,730				6,726		
2C -		**13,045**				**16,357**				**20,024**		
		Growth/Day				**Growth/Day**				**Growth/Day**		
		35.74				**44.81**				**54.86**		

Source: Jessica Omoregie, Ph.D., Demographer, U of A Little Rock, Arkansas Economic Development Institute (2024)

A REGIONAL PERSPECTIVE
NWA
Regional
Planning
Commission

FORWARD 2050

Connecting Northwest Arkansas through Transportation Choice

Regionally Significant Infrastructure

Interstates and Freeways

- New Locations
- New Interchanges
- Safety and Capacity Improvements

Regional Arterials – E/W & N/S Corridors

- New Locations
- Capacity and Safety Improvements
- Retrofitting Existing Urban Arterials

Improving Regional Transit

- Existing Bus Infrastructure Improvements
- Transit Alternatives – High-Capacity Transit

Regional Bicycle & Pedestrian Networks

- New Locations
- Infrastructure preservation and improvements
- Connectivity & Safety

October 2021

April 2018

April 2023

FORWARD 2050
Connecting Northwest Arkansas through Transportation Choice

NWA Interstates and Freeways

US 612 Const. (Future 412, Future I-42) Airport Access Road (Sept 2024)

U.S. 612 - Future 412 Bypass (East of I-49)
(4-lane Freeway from I-49 to U.S. 412 East to Sonora)

- I-49 to Hwy 265 – (*New Location*) Funded in STIP/TIP
- Hwy 265 to Sonora – (*New Location*) – Project Develop.

Future I-42 / U.S. 412 Bypass (I-35 OK to I-49 AR)

- I-49 to Hwy 112 (*U.S. 612* Existing Location)
- Hwy 112 to U.S. 412 W (*Under Construction*)

Future I-42 / U.S. 412 West to Siloam Springs

- Convert 4-lane divided facility (*Existing Location*)
- Future Siloam Springs Bypass (New Location)

I-49 Future 8 lanes

- Interstate-540 Improvement Study (*Completed in 2006*)

FORWARD 2050

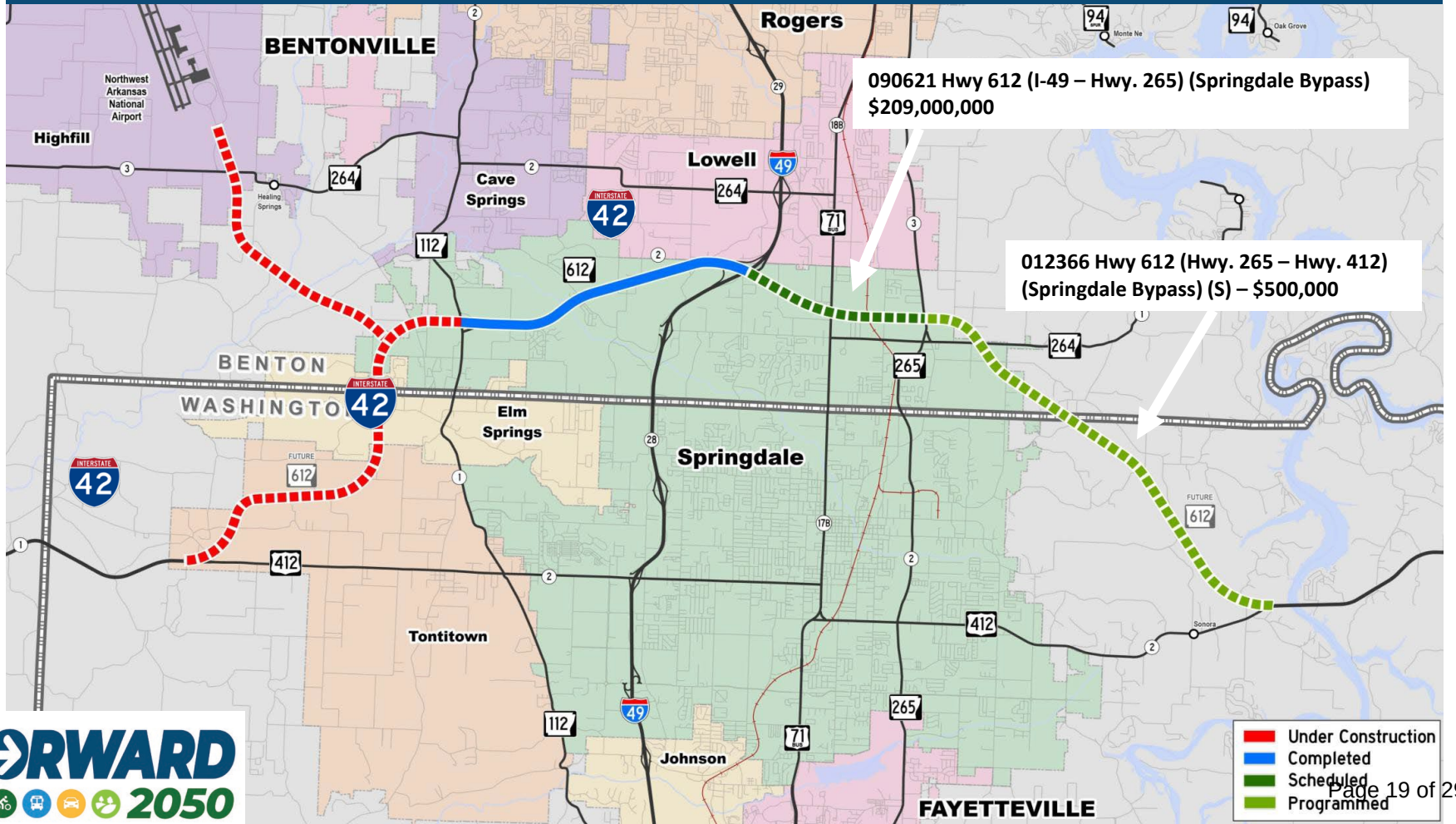
Connecting Northwest Arkansas through Transportation Choice

Future Interstate

INTERSTATE 42

I-35 Oklahoma
to
I-49 Arkansas

XNA Connector & Springdale Bypass



FORWARD 2050

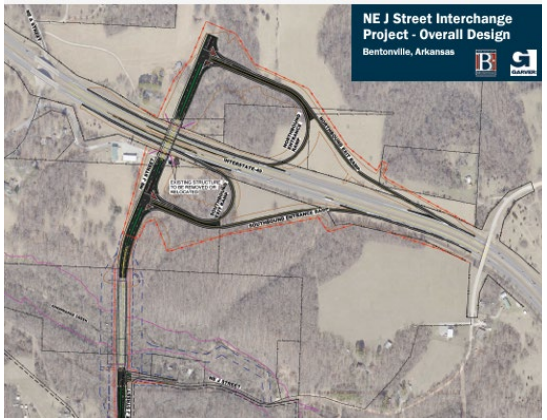
FORWARD 2050
Connecting Northwest Arkansas through Transportation Choice

Future I-49 Interchanges

J Street Interchange (Bentonville)
Bentonville & ARDOT Project Partnership

JB Hunt Campus Interchange (Lowell)
New access to the JB Hunt Campus in Lowell

Countyline Road Interchange (Springdale)
Springdale, Benton & Washington Counties



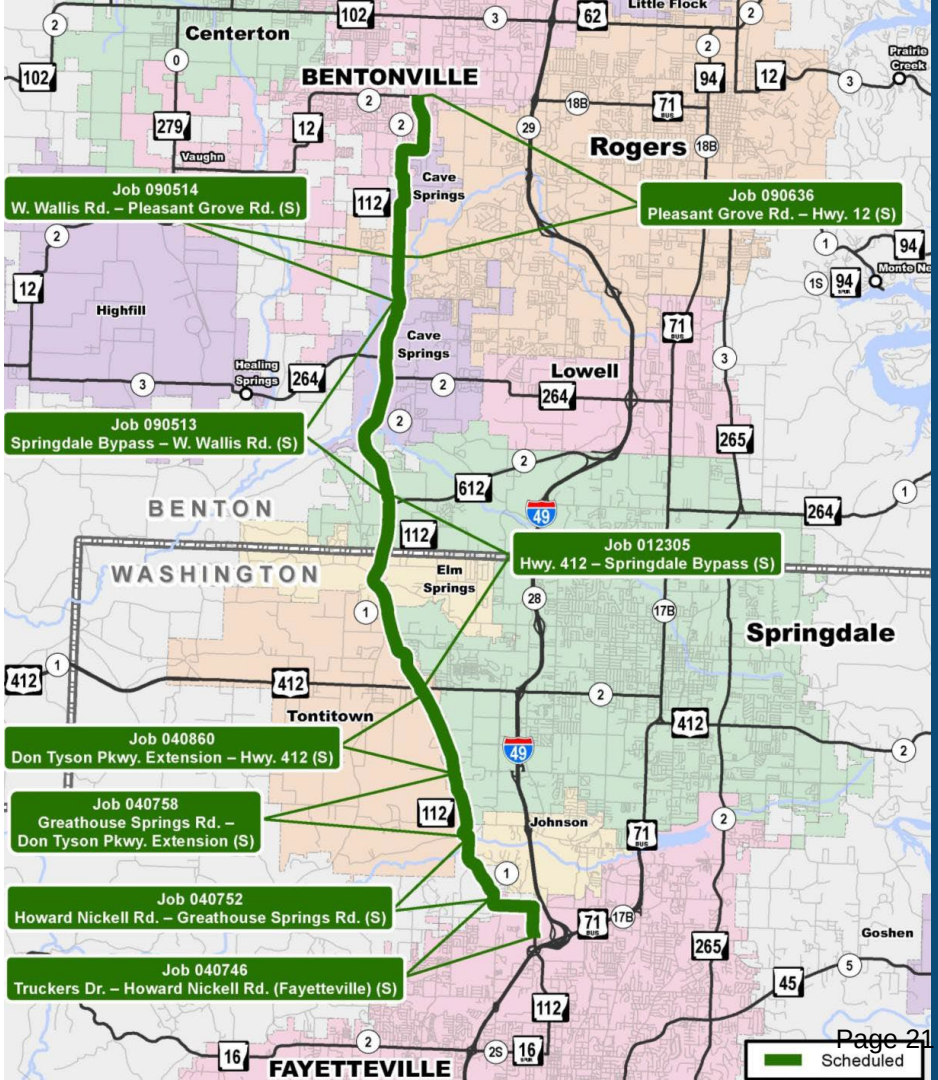
FORWARD 2050

Connecting Northwest Arkansas through Transportation Choice

112

Highway 112 Corridor Improvements

(Bentonville to Fayetteville)

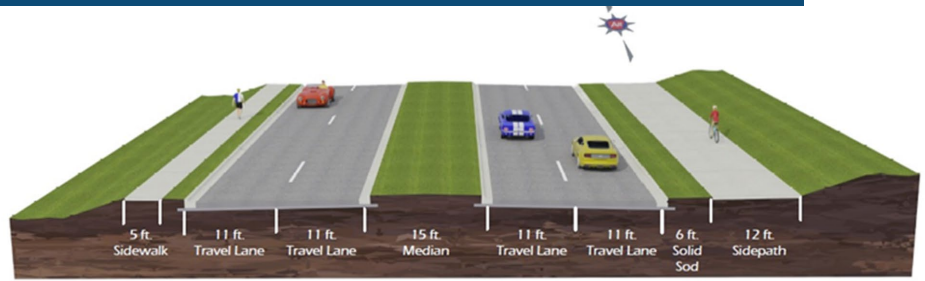


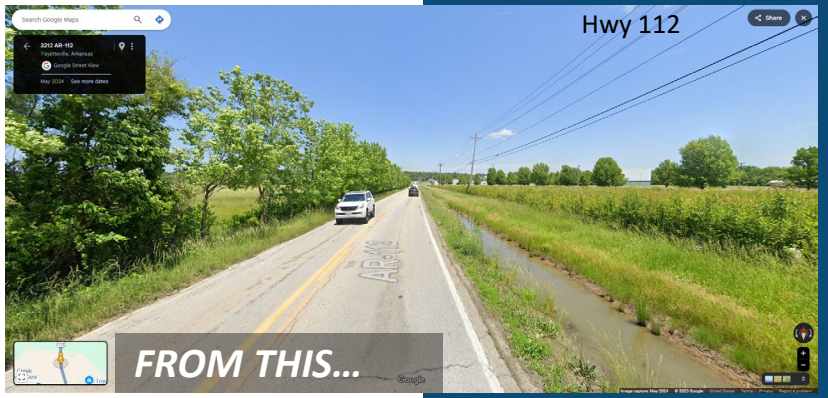
FORWARD 2050

Connecting Northwest Arkansas through Transportation Choice

112

Highway 112 Corridor Improvements (Bentonville to Fayetteville)



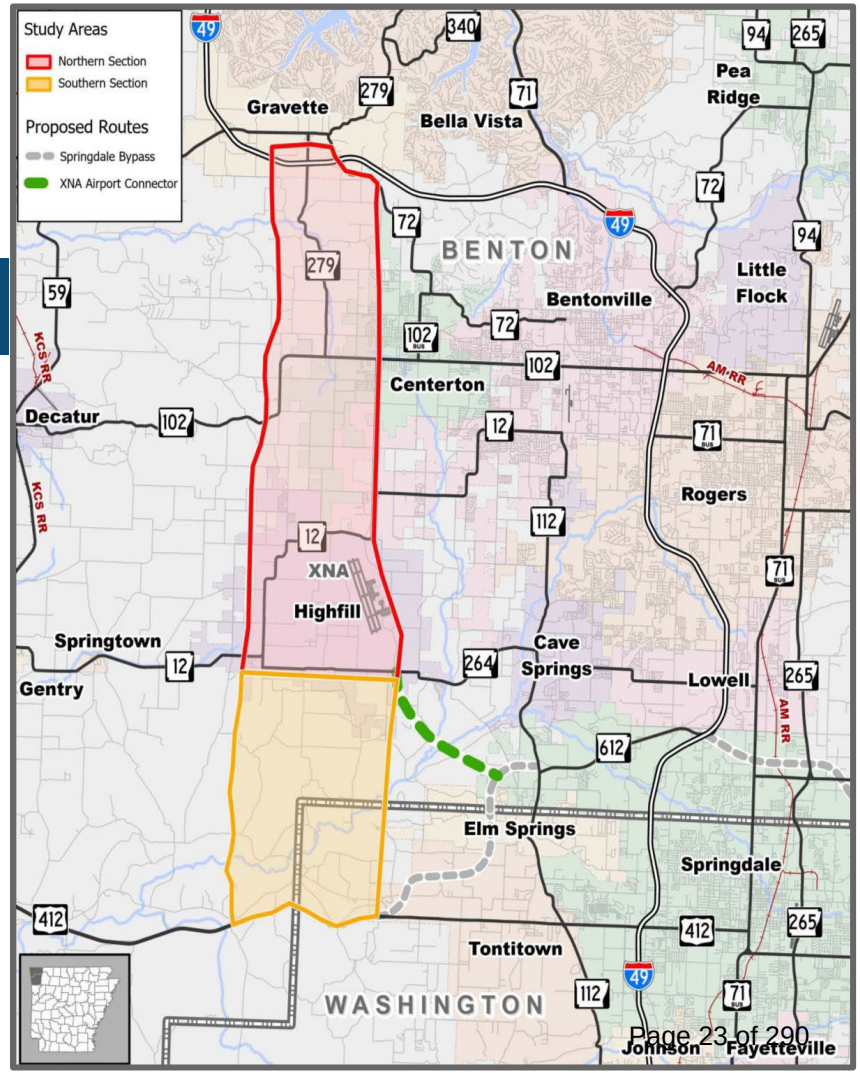


FORWARD 2050

Connecting Northwest Arkansas through Transportation Choice

Western North-South Connector Study

January 2019	Commission Minute Order 2019-011 authorized planning study
Summer 2020	Initial virtual Public Officials & Public Involvement Meetings held
Summer 2023	In-person Public Officials and Public Involvement Meetings held
January 2025	Study findings shared at final Public Officials and Public Involvement Meetings

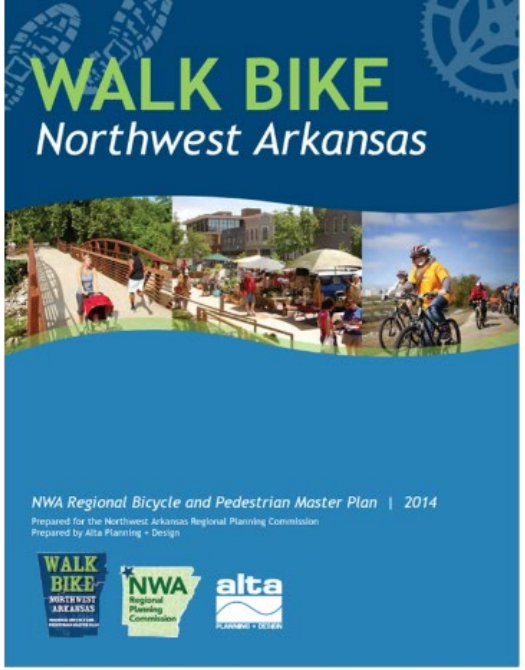


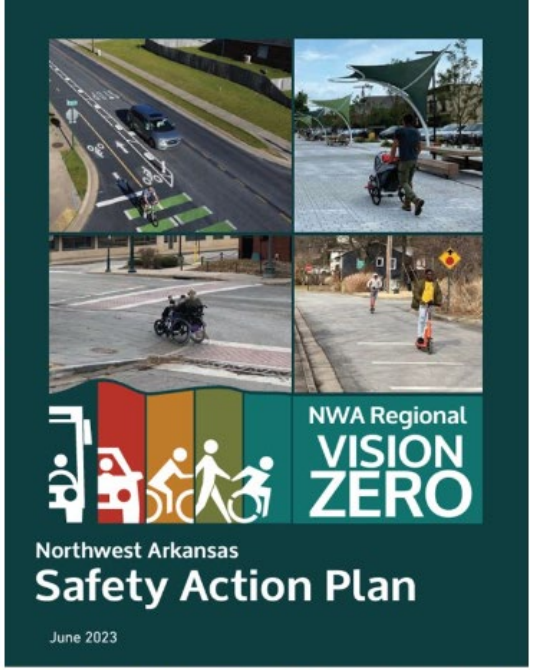
FORWARD 2050

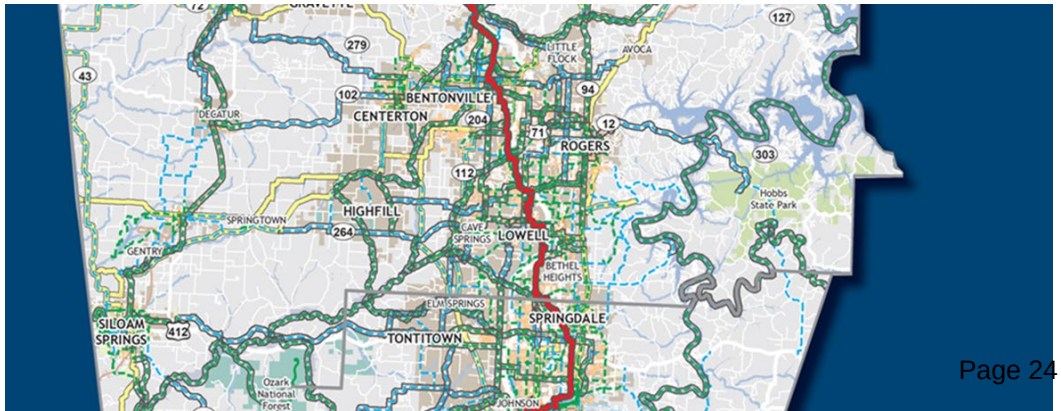
Connecting Northwest Arkansas through Transportation Choice

NWA Regional Bicycle and Pedestrian Master Plan

- Regional Vision – Shared Goals
- 200+ miles of shared use trails constructed
- 17 Catalyst projects and 3 non-infrastructure
- NWA Comprehensive Safety Action Plan and Vision Zero Policy
- NWA Regional Complete Street Design Guide







FORWARD 2050
Connecting Northwest Arkansas through Transportation Choice

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Transit Alternatives Study

Examine three high-capacity transit alternatives relative to cost, potential ridership, and public interest:

- Bus Rapid Transit – 71B
- Light Rail – 71B
- Commuter Rail – A&M Line

Current Status of the Study:

- Existing Conditions Memo Complete
- First Stake Holder Meeting – December 11, 2024
- Estimated Completion Fall 2025

NWARPC Federal Funding Programs

(Surface Transportation Block Grant, Transportation Alternatives, Carbon Reduction)

$16M
Awarded annually by NWARPC Board

NWARPC Awards Federal Funds

Review, Approve, Reimburse

U.S. Department of Transportation
Federal Highway Administration

ARDOT
ARKANSAS DEPARTMENT OF TRANSPORTATION

Manage Projects

Washington County Arkansas · City of Bella Vista · Rogers Arkansas Where Possible Lives · City of Lowell Arkansas · City of Cave Springs Bright Day Planning · Johnson Arkansas Est. 1881 · Springdale We're Making It Happen · The City of Bentonville · Benton County Arkansas · Pea Ridge Arkansas Life's Better on the Ridge · City of Rogers Arkansas Est. 1914 · Gravette Arkansas The Heart of Hometown America · City of Tontitown A Little Town, A Lot of Tradition · City of Fayetteville Arkansas

NWARPC Awarded Funds to Bentonville

$16 million

Total investment in Bentonville through NWARPC awarded grants over the past decade

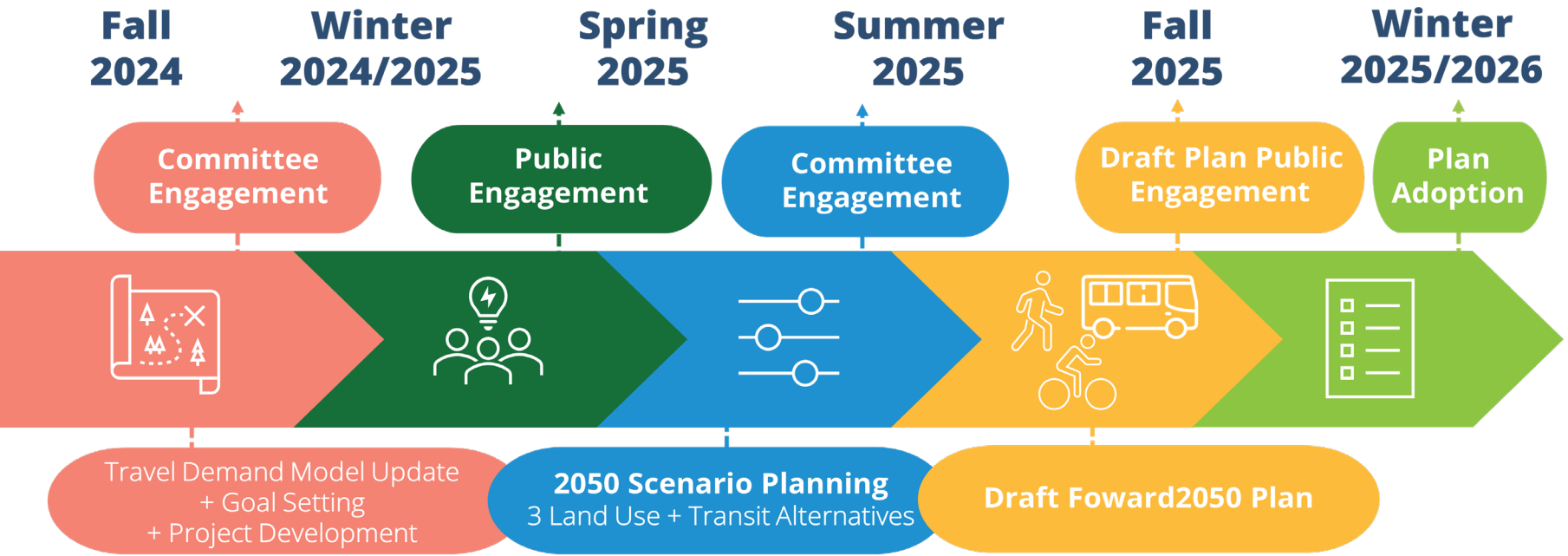
Focus: Roads, intersections, trails, transportation

NWARPC Awarded Funds to Bentonville

Project	Funding Years	Total Grant Amount
8th Street	2015, 2019	$4,564,686
Walton Blvd Trail Construction Project	2014	$254,199
US 71B (N. Walton Blvd.) and 12th St. Intersection	2014, 2016, 2017	$1,132,444
SW I St. and Hwy. 102 Intersection	2016, 2017	$1,100,000
McCollum Rd Side path	2019	$22,041
SW Regional Airport Blvd. / S. Vaughn Rd. Intersection Impr.	2022	$500,000
Razorback Greenway Relocation - I-49	2021, 2023	$750,000
I-49 / J Street Interchange - Tiger Blvd to I-49	**2025**	**$2,500,000**
SW Bentonville Trail: Morning Star Trail – Vendor Blvd.	2024	$400,000
Bentonville → Centerton - Greenhouse Road Improvements - Hwy 12 to Hwy 102	2021, 2022, 2024, 2025	$4,889,964

FORWARD 2050

Connecting Northwest Arkansas through Transportation Choice



FORWARD 2050

Connecting Northwest Arkansas through Transportation Choice

HOW DO YOU CHOOSE TO MOVE?

WE WANT TO HEAR FROM YOU!

Take the Survey

Share your thoughts on regional transportation needs and priorities.

NWA Regional Planning Commission

Visit the project website

nwarpc.org/transportation/mtp/

Plan. Collaborate. Connect.

PARKS and RECREA
PARKS and RECREATION
Shape the Vision
Take the Survey
Razorback
Greenway
Corridor
Plan

Shape the Vision
Take the Survey
Razorback
Greenway
Corridor
Plan
NWA
Regional
Planning
Commission
Razorback
Greenway

Thank you!

Together, we're building a safe, connected, and resilient Northwest Arkansas.

We appreciate your leadership, partnership, and commitment to Bentonville's future.

Tim Conklin, AICP
Executive Director
Northwest Arkansas Regional Planning Commission
Phone: (479) 751-7125/ext. 101
Email: tconklin@nwarpc.org
nwarpc.org

NWA Regional Planning Commission

Plan. Collaborate. Connect.

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	5/13/2025	**Submitted By:**	Jennifer Jones
Phone:	479-271-3120	**For Department(s):**	District Court
Email:	jenniferj@bentonvillear.com		

Item Type (Check all that apply)

☑ **Informational** ☐ **Bid Award** ☐ **Enter into an Agreement** ☐ **Change Order**
☐ **Recognizing Funds** ☐ **Budget Adjustment** ☐ **Waiver of Bid** ☐ **Emergency Clause**
☐ **Ordinance** ☐ **Resolution** ☑ **Informational**

Title, Recommendation & Justification

Title:	Proclamation recognizing "National Drug Court Month"
Action Recommendation & Justification:	Proclamation recognizing the month of May as "National Drug Court Month."
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)*

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

Fund(s) Impacted (check all that apply) ☐ **General Fund** ☐ **Utility Fund** ☐ **Street Fund** ☐ **Other(s):**_____

Budget Impact Notes for Consideration (Optional):

PROCLAMATION

WHEREAS: Treatment courts have been restoring lives and families for more than three decades; and

WHEREAS: There are now more than 4,000 treatment courts nationwide; and

WHEREAS: Treatment Courts are the cornerstone of justice reform sweeping the nation; and

WHEREAS: Treatment Courts have served over 1.5 million individuals; and

WHEREAS: Treatment Courts are now recognized as the most successful criminal justice intervention in our nation's history; and

WHEREAS: City of Bentonville is in the 14th year of our DWI Court program, having had 67 participants in the program and 32 graduates to date. The graduates represent 700+ hours of treatment; and

WHEREAS: Treatment Courts save an average of $6,000 for every individual they serve; and

WHEREAS: Treatment Courts reduce crime and significantly improve substance use treatment outcomes at less expense than any other criminal justice strategy; and

WHEREAS: Treatment Courts improve education, employment, housing and financial stability, promote family reunification, reduce foster care placements and increase the rate of addicted mothers delivering babies who are fully drug free; and

WHEREAS: Treatment Courts facilitate community-wide partnerships, bringing together public safety and public health professionals in the fight against addiction and crime; and

WHEREAS: Treatment Courts demonstrate that when one person rises out of addiction and crime, we all rise.

NOW, THEREFORE, I Stephanie Orman, Mayor of the City of Bentonville do hereby proclaim the month of May 2025, as **"National Drug Court Month"** in the City of Bentonville, Arkansas, in honor of the Treatment Courts, the team members and the participants who strive to address substance abuse and keep our City and citizens safe.

Given this 13th day of May 2025, in Bentonville, in the great State of Arkansas, in the United States of America.

[redacted]

Stephanie Orman, Mayor
City of Bentonville

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	5/13/2025	**Submitted By:**	Chief Ray Shastid
Phone:	479-271-3170	**For Department(s):**	Police
Email:	ray.shastid@bentonville.arkansas.gov		

Item Type (Check all that apply)

☐ Informational ☐ Bid Award ☐ Enter into an Agreement ☐ Change Order
☐ Recognizing Funds ☐ Budget Adjustment ☐ Waiver of Bid ☐ Emergency Clause
☐ Ordinance ☐ Resolution ☑ Informational

Title, Recommendation & Justification

Title:	Proclamation Recognizing May 11-17, 2025 as "National Police Week"
Action Recommendation & Justification:	Proclamation recognizing the Bentonville Police Department during "National Police Week"- May 11-17, 2025.
Additional Comments for Consideration (Optional):	Attachment: Proclamation
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)*

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

Fund(s) Impacted (check all that apply) ☐ General Fund ☐ Utility Fund ☐ Street Fund ☐ Other(s):_____

Budget Impact Notes for Consideration (Optional):

PROCLAMATION

WHEREAS: There are over 800,000 law enforcement officers serving in communities across the United States, including the dedicated members of the Bentonville Police Department; and

WHEREAS: Approximately 60,000 assaults against law enforcement officers are reported each year, resulting in injuries to more than 16,000 officers; and

WHEREAS: Since the first recorded death in 1786, over 25,000 law enforcement officers in the United States have made the ultimate sacrifice and been killed in the line of duty, including 1 member of the Bentonville Police Department in 1997; and

WHEREAS: The names of these dedicated public servants are engraved on the walls of the National Law Enforcement Officers Memorial in Washington, D.C.; and

WHEREAS: The new names of fallen heroes are being added to the National Law Enforcement Officers Memorial this spring, including 165 officers killed in the line of duty in 2024; and

WHEREAS: The service and sacrifice of all officers killed in the line of duty will be honored during the National Law Enforcement Officers Memorial Fund's 37th Annual Candlelight Vigil, held on the evening of May 13, 2025; and

WHEREAS: The Candlelight Vigil is part of National Police Week, which is observed this year May 11th-17th; and

WHEREAS: May 15 is designated as Peace Officers Memorial Day, in honor of all fallen officers and their families and U.S. flags should be flown at half-staff.

NOW, THEREFORE, I, Stephanie Orman, Mayor of the City of Bentonville, do hereby proclaim May 11-17, 2025 as **"National Police Week"** in Bentonville, AR, and I publicly salute the service of law enforcement officers in our community and in communities across the nation.

Given this thirteenth day of May 2025, in Bentonville, in the Great State of Arkansas, in the United States of America.

[redacted]

Stephanie Orman, Mayor
City of Bentonville

CITY OF BENTONVILLE CORPORATE SEAL ARKANSAS

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	5/13/2025	**Submitted By:**	Patrick Johndrow
Phone:	479-271-6781	**For Department(s):**	Finance
Email:	pjohndrow@bentonvillear.com		

Item Type (Check all that apply)

☐ Informational ☐ Bid Award ☐ Enter into an Agreement ☐ Change Order
☐ Recognizing Funds ☐ Budget Adjustment ☐ Waiver of Bid ☐ Emergency Clause
☑ Ordinance ☐ Resolution ☐ Informational

Title, Recommendation & Justification

Title:	Ordinance Approving the Issue of 2025 Bonds
Action Recommendation & Justification:	Approve an Ordinance authorizing the issuance of sales and use tax bonds for the purpose of financing the cost of capital improvements. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	The final ordinance will fill in the blanks from the results of the bond sale which includes things like final par amount, interest rates, maturity structure, etc. It will be passed out at the City Council meeting.
Amount for Approval:	$ 0

Budget Impact

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

Budget Adjustment *(to be completed by Finance when applicable)*

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

Fund(s) Impacted (check all that apply) ☐ General Fund ☐ Utility Fund ☐ Street Fund ☐ Other(s):_____

Budget Impact Notes for Consideration (Optional):

ORDINANCE NO. 2025-__

AN ORDINANCE AUTHORIZING THE ISSUANCE OF SALES AND USE TAX BONDS FOR THE PURPOSE OF FINANCING THE COST OF CAPITAL IMPROVEMENTS; PLEDGING A 1% SALES AND USE TAX TO PAY THE PRINCIPAL OF AND INTEREST ON THE BONDS; PRESCRIBING OTHER MATTERS RELATING THERETO; AND DECLARING AN EMERGENCY.

WHEREAS, there was submitted to the qualified electors of the City of Bentonville, Arkansas (the "City") the questions of issuing, under Amendment No. 62 to the Constitution of the State of Arkansas (the "State") and under Title 14, Chapter 164, Subchapter 3 of the Arkansas Code of 1987 Annotated (the "Authorizing Legislation"), capital improvement bonds in the maximum aggregate principal amount of $23,000,000 for the purpose of refunding the City's outstanding Sales and Use Tax Bonds, Series 2009, Series 2010 and Series 2017 (collectively, the "Bonds Refunded"); capital improvement bonds in the maximum aggregate principal amount of $173,500,000 for the purpose of financing all or a portion of the costs of new, and improvements to existing, streets, roads and bridges including any curb, gutter, drainage, flood control and related improvements, equipment and land acquisition to accomplish such improvements, and street lighting, utility adjustments, sidepaths and traffic signals related thereto (the "Street Improvements"); capital improvement bonds in the maximum aggregate principal amount $32,750,000 for the purpose of financing all or a portion of the costs of new, and improvements to existing, park and recreational facilities and improvements and any necessary land acquisition, equipment and parking, drainage, flood control, road, trail, lighting and utility improvements therefor (the "Park and Recreational Improvements"); capital improvement bonds in the maximum aggregate principal amount $3,900,000 for the purpose of financing all or a portion of the costs of equipment, apparatus and new, or improvements to existing, facilities for the fire department, including particularly, without limitation, fire safety training facilities, including any necessary land acquisition, parking and utilities therefor (the "Fire Department Improvements"); capital improvement bonds in the maximum aggregate principal amount of $1,650,000 for the purpose of financing all or a portion of the costs of equipment, apparatus and new, or improvements to existing, facilities for the police department, including particularly, without limitation, police safety training facilities, and any necessary land acquisition, parking and utilities therefor (the "Police Department Improvements"); capital improvement bonds in the maximum aggregate principal amount of $6,600,000 for the purpose of financing all or a portion of the costs of radio communication equipment, facilities and apparatus (the "Radio Communication Improvements"); capital improvement bonds in the maximum aggregate principal amount of $19,750,000 for the purpose of financing all or a portion of the costs facilities for drainage and flood control and any necessary land and easement acquisition therefor (the "Drainage Improvements"); and capital improvement bonds in the maximum aggregate principal amount of $4,975,000 for the purpose of financing all or a portion of the costs the expansion of and improvements to the Bentonville Public Library, including any necessary land acquisition, equipment, utility adjustments and parking improvements therefor (the "Library Improvements"); and

WHEREAS, at the special election held April 13, 2021, a majority of the electors voting on the questions approved the issuance of such bonds; and

WHEREAS, pursuant to Ordinance No. 2021-139 of the City duly adopted on June 22, 2021 ("Ordinance No. 2021-139"), the City has issued its Sales and Use Tax Refunding and Improvement Bonds, Taxable Series 2021A (the "Series 2021A Bonds") to refund the Bonds Refunded designated "Series 2017" and to finance a portion of the Street Improvements, and its Sales and Use Tax Refunding and Improvement Bonds, Series 2021B (the "Series 2021B Bonds") to finance all or a portion of the Radio Communication Improvements, the Drainage Improvements, the Fire Department Improvements, the Police Department Improvements, the Street Improvements, the Park and Recreational Improvements and the Library Improvements and the refunding of the Bonds Refunded designated "Series 2009" and "Series 2010"; and

WHEREAS, pursuant to Ordinance No. 2023-235 of the City duly adopted on November 14, 2023, the City has issued its Sales and Use Tax Bonds, (the "Series 2023 Bonds") to finance all or a portion of the Drainage Improvements, the Street Improvements, the Park and Recreational Improvements and the Library Improvements; and

WHEREAS, of the authority granted for the issuance of bonds at the April 13, 2021 special election, all of the bonds for the Police Department Improvements, the Fire Department Improvements, the Radio Communication Improvements, the Library Improvements, the Drainage Improvements and the refunding of the Bonds Refunded have been issued and there remains unissued $106,669,735.72 in principal amount of bonds approved for the Street Improvements, and $4,530,333.90 in principal amount of bonds approved for the Park and Recreational Improvements; and

WHEREAS, the City Council is prepared to proceed with the issuance of another series of bonds in the aggregate principal amount of $65,895,000 designated as "City of Bentonville, Arkansas Sales and Use Tax Bonds, Series 2025" (the "Series 2025 Bonds"); and

WHEREAS, the Series 2025 Bonds are being issued pursuant to Ordinance No. 2021-139 as "Additional Parity Bonds" thereunder; and

WHEREAS, the principal amount of the Series 2025 Bonds is allocated in Section 13 of this Ordinance to the Street Improvements and the Park and Recreational Improvements, (collectively, the "2025 Improvements"); and

WHEREAS, through the assistance of Stephens Inc., as financial advisor for the City, the City has made arrangements for the sale of the Series 2025 Bonds to Raymond James & Associates, Inc. and Crews & Associates, Inc. (collectively, the "Purchaser") at a price of $66,658,705.35 (principal amount plus net original issue premium of $1,159,075.35 and less underwriters' discount of $395,370) (the "Purchase Price"), pursuant to a Bond Purchase Agreement between the Purchaser and the City (the "Purchase Agreement"), which has been presented to and is before this meeting; and

WHEREAS, the Preliminary Official Statement, dated May 8, 2025, offering the Series 2025 Bonds for sale (the "Preliminary Official Statement"), has been presented to and is before this meeting; and

WHEREAS, the Continuing Disclosure Agreement between the City and Simmons Bank, Pine Bluff, Arkansas (the "Disclosure Agreement"), providing for the disclosure obligations of the City with respect to the Series 2025 Bonds, has been presented to and is before this meeting;

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

Section 1. The offer of the Purchaser for the purchase of the Series 2025 Bonds from the City at the Purchase Price, subject to the terms and provisions hereafter in this Ordinance set forth in detail is hereby accepted and the Purchase Agreement, in substantially the form submitted to this meeting, is approved and the Series 2025 Bonds are hereby sold to the Purchaser. The Mayor is hereby authorized and directed to execute and deliver the Purchase Agreement on behalf of the City and to take all action required on the part of the City to fulfill its obligations under the Purchase Agreement.

Section 2. The Preliminary Official Statement is hereby approved and the previous use of the Preliminary Official Statement by the Purchaser in connection with the sale of the Series 2025 Bonds is hereby in all respects approved and confirmed, and the Mayor is hereby authorized and directed, for and on behalf of the City, to execute the Preliminary Official Statement and the final Official Statement in the name of the City for use in connection with the sale of the Series 2025 Bonds as set forth in the Purchase Agreement.

Section 3. Under the authority of the Constitution and laws of the State, including particularly Amendment No. 62 to the Constitution of the State and the Authorizing Legislation, the Series 2025 Bonds are hereby authorized and ordered issued in the total principal amount of $65,895,000 for the purpose of financing all or a portion of the costs of accomplishing the 2025 Improvements, paying expenses of issuing the Series 2025 Bonds and funding a portion of a debt service reserve.

The Series 2025 Bonds shall bear interest at the rates and shall mature on November 1 in the amounts and in the years as follows:

[Remainder of page intentionally left blank.]

Year (November 1)	Amount	Interest Rate
2025	$ 630,000	5.000%
2026	2,045,000	5.000
2027	2,145,000	5.000
2028	2,245,000	5.000
2029	2,360,000	5.000
2030	2,480,000	5.000
2031	2,605,000	5.000
2032	2,735,000	5.000
2033	2,870,000	5.000
2034	3,015,000	5.000
2035	3,165,000	4.000
2036	3,290,000	4.000
2037	3,420,000	4.000
2040*	11,125,000	4.125
2045*	21,765,000	4.000

*Term Bonds

The Series 2025 Bonds shall be issuable only as fully registered bonds without coupons in the denomination of $5,000 or any integral multiple thereof. Unless the City shall otherwise direct, the Series 2025 Bonds shall be numbered from 1 upward in order of issuance. Each Series 2025 Bond shall have a CUSIP number but the failure of a CUSIP number to appear on any Series 2025 Bond shall not affect its validity.

The Series 2025 Bonds shall be registered initially in the name of Cede & Co., as nominee for the Depository Trust Company ("DTC"), which shall be considered to be the registered owner of the Series 2025 Bonds for all purposes under this Ordinance, including, without limitation, payment by the City of principal of, redemption price, premium, if any, and interest on the Series 2025 Bonds, and receipt of notices and exercise of rights of registered owners. There shall be one certificated, typewritten Series 2025 Bond for each stated maturity date and interest rate, which shall be immobilized in the custody of or on behalf of DTC with the beneficial owners having no right to receive the Series 2025 Bonds in the form of physical securities or certificates. DTC and its participants shall be responsible for maintenance of records of the ownership of beneficial interests in the Series 2025 Bonds by book-entry on the system maintained and operated by DTC and its participants, and transfers of ownership of beneficial interests shall be made only by DTC and its participants, by book-entry, the City having no responsibility therefor. DTC is expected to maintain records of the positions of participants in the Series 2025 Bonds, and the participants and persons acting through participants are expected to maintain records of the purchasers of beneficial interests in the Series 2025 Bonds. The Series 2025 Bonds as such shall not be transferable or exchangeable, except for transfer to another securities depository or to another nominee of a securities depository, without further action by the City.

If any securities depository determines not to continue to act as a securities depository for the Series 2025 Bonds for use in a book-entry system, the City may establish a securities depository/book-entry system relationship with another securities depository. If the City does not or is unable to do so, or upon request of the beneficial owners of all outstanding Series 2025 Bonds, the City and the Trustee (hereinafter identified), after the Trustee has made provision for notification of the beneficial owners by the then securities depository, shall permit withdrawal of the Series 2025 Bonds from the securities depository, and authenticate and deliver Series 2025 Bond certificates in fully registered form (in denominations of $5,000 or integral multiples thereof) to the assigns of the securities depository or its nominee, all at the cost and expense (including costs of printing definitive Series 2025 Bonds) of the City, if the City fails to maintain a securities depository/book-entry system, or of the beneficial owners, if they request termination of the system.

Prior to issuance of the Series 2025 Bonds, the City shall have executed and delivered to DTC a written agreement (the "Representation Letter") setting forth (or incorporating therein by reference) certain undertakings and responsibilities of the City with respect to the Series 2025 Bonds so long as the Series 2025 Bonds or a portion thereof are registered in the name of Cede & Co. (or a substitute nominee) and held by DTC. Notwithstanding such execution and delivery of the Representation Letter, the terms thereof shall not in any way limit the provisions of this Section or in any other way impose upon the City any obligation whatsoever with respect to persons having interests in the Series 2025 Bonds other than the registered owners, as shown on the registration books kept by the Trustee. The Trustee shall take all action necessary for all representations of the City in the Representation Letter with respect to the Trustee to at all times be complied with.

The authorized officers of the Trustee and the City shall do or perform such acts and execute all such certificates, documents and other instruments as they or any of them deem necessary or advisable to facilitate the efficient use of a securities depository for all or any portion of the Series 2025 Bonds; provided that neither the Trustee nor the City may assume any obligations to such securities depository or beneficial owners of Series 2025 Bonds that are inconsistent with their obligations to any registered owner under this Ordinance.

Each Series 2025 Bond shall be dated as of its date of delivery to the Purchaser. Interest on the Series 2025 Bonds shall be payable on November 1, 2025, and semiannually thereafter on May 1 and November 1 of each year. Payment of each installment of interest shall be made to the person in whose name the bond is registered on the registration books of the City maintained by Simmons Bank, Pine Bluff, Arkansas, as Trustee and Paying Agent (the "Trustee"), at the close of business on the fifteenth day of the month (whether or not a business day) next preceding each interest payment date (the "Record Date"), irrespective of any transfer or exchange of any such Series 2025 Bond subsequent to such Record Date and prior to such interest payment date, by check or draft mailed by the Trustee to such owner at his address on such registration books. Principal of the Series 2025 Bonds shall be payable at the corporate trust office of the Trustee.

Each Series 2025 Bond shall bear interest from the payment date next preceding the date on which it is authenticated unless it is authenticated on an interest payment date, in which event it shall bear interest from such date, or unless it is authenticated prior to the first interest payment date, in which event it shall bear interest from its dated date, or unless it is authenticated during

the period from the Record Date to the next interest payment date, in which case it shall bear interest from such interest payment date, or unless at the time of authentication thereof interest is in default thereon, in which event it shall bear interest from the date to which interest has been paid.

Only such Series 2025 Bonds as shall have endorsed thereon a Certificate of Authentication substantially in the form set forth in Section 4 hereof (the "Certificate") duly executed by the Trustee shall be entitled to any right or benefit under this Ordinance. No Series 2025 Bond shall be valid and obligatory for any purpose unless and until the Certificate shall have been duly executed by the Trustee, and the Certificate of the Trustee upon any such Series 2025 Bond shall be conclusive evidence that such Series 2025 Bond has been authenticated and delivered under this Ordinance. The Certificate on any Series 2025 Bond shall be deemed to have been executed if signed by an authorized officer of the Trustee, but it shall not be necessary that the same officer sign the Certificate on all of the Series 2025 Bonds.

Section 4. The Series 2025 Bonds and the Certificate shall be in substantially the following form and the Mayor and City Clerk are hereby expressly authorized and directed to make all recitals contained therein:

(Form of Series 2025 Bond)

REGISTERED REGISTERED

No.____ $_____

UNITED STATES OF AMERICA
STATE OF ARKANSAS
COUNTY OF BENTON
CITY OF BENTONVILLE
SALES AND USE TAX BOND
SERIES 2025

Interest Rate: _____% Maturity Date: November 1, ____
Dated Date: _____, 2025
Registered Owner: Cede & Co.
Principal Amount: _____ Dollars
CUSIP No.: _____

KNOW ALL MEN BY THESE PRESENTS:

That the City of Bentonville, County of Benton, State of Arkansas (the "City"), for value received, hereby promises to pay to the Registered Owner shown above upon the presentation and surrender hereof at the principal corporate trust office of Simmons Bank, Pine Bluff, Arkansas, or its successor or successors, as Trustee and Paying Agent (the "Trustee"), on the Maturity Date shown above, the Principal Amount shown above, in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts

and to pay by check or draft to the Registered Owner shown above interest thereon, in like coin or currency from the interest commencement date described below at the Interest Rate per annum shown above, payable on November 1, 2025 and on each May 1 and November 1 thereafter, until payment of such Principal Amount or, if this bond or a portion hereof shall be duly called for redemption, until the date fixed for redemption, and to pay interest on overdue principal and interest (to the extent legally enforceable) at the rate borne by this bond. Payment of each installment of interest shall be made to the person in whose name this bond is registered on the registration books of the City maintained by the Trustee at the close of business on the fifteenth day of the month (whether or not a business day) next preceding each interest payment date (the "Record Date"), irrespective of any transfer or exchange of this bond subsequent to such Record Date and prior to such interest payment date.

Unless this bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Trustee for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is required by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

This bond shall bear interest from the payment date next preceding the date on which it is authenticated unless it is authenticated on an interest payment date, in which event it shall bear interest from such date, or unless it is authenticated during the period from the Record Date to the next interest payment date, in which case it shall bear interest from such interest payment date, or unless it is authenticated prior to the first interest payment date, in which event it shall bear interest from the Dated Date shown above, or unless at the time of authentication hereof interest is in default hereon, in which event it shall bear interest from the date to which interest has been paid.

This bond is one of an issue of City of Bentonville, Arkansas Sales and Use Tax Bonds, Series 2025, aggregating Sixty-Five Million Eight Hundred Ninety-Five Thousand Dollars ($65,895,000) in aggregate principal amount (the "bonds"), and is issued for the purpose of financing a portion of the costs of various capital improvements, paying expenses related thereto and of authorizing and issuing the bonds, and funding a portion of a debt service reserve.

The bonds are issued pursuant to and in full compliance with the Constitution and laws of the State of Arkansas (the "State"), particularly Amendment No. 62 to the Constitution of the State and Title 14, Chapter 164, Subchapter 3 of the Arkansas Code of 1987 Annotated (the "Authorizing Legislation"), and pursuant to Ordinance No. 2021-139 of the City duly adopted on June 22, 2021, as supplemented by Ordinance No. 2025-___ of the City duly adopted on May 13, 2025 (collectively, the "Authorizing Ordinance"), and an election duly held at which the majority of the legal voters of the City voting on the questions approved the issuance of the bonds. Reference is hereby made to the Authorizing Ordinance for the details of the nature and extent of the security and of the rights and obligations of the City, the Trustee and the registered owners of the bonds. The bonds are special obligations of the City, payable from the proceeds derived by the City from a 1% sales and use tax (the "Tax") levied by the City under Title 26, Chapter 75, Subchapter 2 of

the Arkansas Code of 1987 Annotated and Ordinance No. 2003-108 of the City duly adopted on June 24, 2003, as amended by Ordinance No. 2021-47 of the City duly adopted on February 9, 2021, and the City hereby pledges its collections of the Tax (the "Pledged Revenues") for the payment of this bond on a parity of security with the City's Sales and Use Tax Refunding and Improvement Bonds, Taxable Series 2021A (the "Series 2021A Bonds"), Sales and Use Tax Refunding and Improvement Bonds, Series 2021B (the "Series 2021B Bonds") and Sales and Use Tax Bonds, Series 2023 (the "Series 2023 Bonds"). The City has reserved the right in the Authorizing Ordinance to issue additional bonds under the Authorizing Ordinance on a parity of security with the bonds, the Series 2021A Bonds, the Series 2021B Bonds and the Series 2023 Bonds (the "Additional Parity Bonds").

The bonds are subject to extraordinary, optional and mandatory sinking fund redemption prior to maturity as follows:

(1) The bonds shall be redeemed by the City from proceeds of the bonds not needed for the purposes intended and Surplus Pledged Revenues (defined below), in whole at any time or in part on any interest payment date, at a redemption price equal to the principal amount being redeemed plus accrued interest to the redemption date, in inverse order of maturity (and by lot within a maturity in such manner as the Trustee shall determine).

The City has covenanted in the Authorizing Ordinance that Surplus Pledged Revenues, being 80% of the Pledged Revenues less the amount necessary to (1) insure the prompt payment of the principal of, interest on and Trustee's fees and expenses and administrative charges in connection with the bonds, the Series 2021A Bonds, the Series 2021B Bonds, the Series 2023 Bonds and the Additional Parity Bonds as the same become due, (2) maintain the debt service reserve in the required amount, and (3) pay any arbitrage rebate due under Section 148(f) of the Internal Revenue Code of 1986, as amended, must be used from time to time, at least annually, as and to the extent available to redeem outstanding bonds prior to maturity in the order of priority set forth below.

Surplus Pledged Revenues shall be applied to the redemption of the bonds, the Series 2021B Bonds, the Series 2023 Bonds and the Additional Parity Bonds ratably (based on relative outstanding principal amounts).

In the case of any defeasance of the bonds, redemption of defeased bonds shall be scheduled on the basis of the mandatory redemption requirements set forth above and assuming collections of the Tax in an amount equal to receipts for the most recent twelve-month period prior to the defeasance being authorized by the City.

(2) The bonds are subject to redemption at the option of the City from funds from any source, on and after November 1, 2030, in whole or in part at any time, at a redemption price equal to the principal amount being redeemed, plus accrued interest to the redemption date.

If fewer than all of the bonds shall be called for redemption, the particular maturities and interest rates of the bonds to be redeemed shall be selected by the City in its discretion. If fewer than all of the bonds of any one maturity and interest rate shall be called for redemption, the

particular bonds or portion thereof to be redeemed from such maturity and interest rate shall be selected by lot by the Trustee.

(3) To the extent not previously redeemed, the bonds maturing on November 1 in the years 2040 and 2045 are subject to mandatory sinking fund redemption by lot in such manner as the Trustee shall determine, on November 1 in the years and in the amounts set forth below, at a redemption price equal to the principal amount being redeemed plus accrued interest to the date of redemption:

Bonds Maturing November 1, 2040

Year (November 1)	Principal Amount
2038	$3,560,000
2039	3,705,000
2040 (maturity)	3,860,000

Bonds Maturing November 1, 2045

Year (November 1)	Principal Amount
2041	$4,015,000
2042	4,175,000
2043	4,350,000
2044	4,520,000
2045 (maturity)	4,705,000

In case any outstanding bond is in a denomination greater than $5,000, each $5,000 of face value of such bond shall be treated as a separate bond of the denomination of $5,000.

Notice of redemption identifying the bonds or portions thereof (which shall be $5,000 or a multiple thereof) to be redeemed and the date they shall be presented for payment shall be given by the Trustee, not less than 30 nor more than 60 days prior to the date fixed for redemption, by sending a copy of the redemption notice by first class mail, postage prepaid, or other acceptable standard means of delivery, including facsimile or electronic communication, to all registered owners of bonds to be redeemed. Failure to send an appropriate notice or any such notice to one or more registered owners of bonds to be redeemed shall not affect the validity of the proceedings for redemption of other bonds as to which notice of redemption is duly given in proper and timely fashion. All such bonds or portions thereof thus called for redemption and for the retirement of which funds are duly provided in accordance with the Authorizing Ordinance prior to the date fixed for redemption will cease to bear interest on such redemption date.

This bond is transferable by the Registered Owner shown above in person or by his attorney-in-fact duly authorized in writing at the principal corporate trust office of the Trustee, but only in the manner, subject to the limitations and upon payment of the charges provided in the Authorizing Ordinance, and upon surrender and cancellation of this bond. Upon such transfer a

new fully registered bond or bonds of the same maturity and interest rate, of authorized denomination or denominations, for the same aggregate principal amount, will be issued to the transferee in exchange therefor. This bond is issued with the intent that the laws of the State shall govern its construction.

The City and the Trustee may deem and treat the Registered Owner shown above as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and neither the City nor the Trustee shall be affected by any notice to the contrary.

The bonds are issuable only as fully registered bonds in the denomination of $5,000, and any integral multiple thereof. Subject to the limitations and upon payment of the charges provided in the Authorizing Ordinance, fully registered bonds may be exchanged for a like aggregate principal amount of fully registered bonds of the same maturity and interest rate of other authorized denominations.

This bond shall not be valid until it shall have been authenticated by the Certificate hereon duly signed by the Trustee.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required to exist, happen and be performed, under the Constitution and laws of the State, particularly Amendment No. 62 to the Constitution of the State and the Authorizing Legislation, precedent to and in the issuance of this bond have existed, have happened and have been performed in due time, form and manner as required by law; that the indebtedness represented by this bond and the issue of which it forms a part does not exceed any constitutional or statutory limitation; and that a tax sufficient to pay the bonds and interest thereon has been duly pledged in accordance with the Authorizing Legislation and made payable until all of the bonds and interest thereon have been fully paid and discharged.

IN WITNESS WHEREOF, the City of Bentonville, Arkansas has caused this bond to be executed by its Mayor and City Clerk and its corporate seal to be impressed or imprinted on this bond, all as of the Dated Date shown above.

ATTEST: CITY OF BENTONVILLE, ARKANSAS

_____ _____

City Clerk Mayor

(SEAL)

(Form of Trustee's Certificate)

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This bond is one of the Series 2025 Bonds issued under the provisions of the within mentioned Authorizing Ordinance.

Date of Authentication: _____.

SIMMONS BANK
Pine Bluff, Arkansas
TRUSTEE

By _____
Authorized Signature

(A form of assignment shall be attached to each Series 2025 Bond.)

Section 5. The City hereby expressly pledges and appropriates all of the revenues from the City's 1% sales and use tax levied by Ordinance No. 2003-108 adopted on June 24, 2003, as amended by Ordinance No. 2021-47 adopted on February 9, 2021 (the "Pledged Revenues"), to the payment of the principal of and interest on the Series 2025 Bonds when due at maturity or at redemption prior to maturity on a parity with the Series 2021A Bonds, the Series 2021B Bonds and the Series 2023 Bonds. The Series 2025 Bonds are being issued as Additional Parity Bonds under Ordinance No. 2021-139 and shall be a part of "the bonds" within the meaning of such ordinance. In this regard, all provisions of Ordinance No. 2021-139 pertaining to "the bonds" shall inure and appertain to the Series 2025 Bonds to the same extent and with like force and effect as if herein set out in full. The effect of the above provisions shall be to continue the applicable provisions of Ordinance No. 2021-139 in full force and effect after the Series 2021A Bonds, Series 2021B Bonds and the Series 2023 Bonds are paid or provision is made therefor.

Section 6. The Series 2025 Bonds shall be callable for payment prior to maturity in accordance with the terms set out in the bond form set forth in Section 4 of this Ordinance (the "Bond Form"). The City hereby covenants to use Series 2025 Bond proceeds not necessary for the purposes intended to redeem Series 2025 Bonds on the first available interest payment date.

Section 7. When the Series 2025 Bonds have been executed and sealed as herein provided, they shall be delivered to the Trustee, which shall authenticate them and deliver them to or at the direction of the Purchaser upon payment of the Purchase Price. The amount from the Purchase Price necessary to fund the Debt Service Reserve Account at the required level, as set forth in the delivery instructions to the Trustee signed by the Mayor and City Clerk (the "Delivery Instructions"), shall be deposited into the Debt Service Reserve Account. The expenses of issuing the Series 2025 Bonds as set forth in the Delivery Instructions shall be paid from the Purchase Price.

The balance of the Purchase Price shall be deposited in two special funds of the City in the Trustee hereby created and designated "2025 Street Construction Fund" and "2025 Park and Recreational Construction Fund" (each a "2025 Construction Fund" and collectively, the "2025 Construction Funds"). The proceeds of the Series 2025 Bonds to be deposited into the 2025 Construction Funds shall be allocated between the 2025 Improvements in proportion to the principal amount of Series 2025 Bonds allocated for each purpose. The moneys in each 2025 Construction Fund shall be used for accomplishing the 2025 Improvements for which the fund was created, paying expenses incidental thereto and paying the expenses of issuing the Series 2025 Bonds. Issuance costs and other expenses not specific to one purpose shall be joint obligations to be paid from each 2025 Construction Fund in proportion to the initial moneys credited thereto. Disbursements shall be made from the each 2025 Construction Fund on the basis of requisitions which shall specify: the name of the person, firm or corporation to whom payment is to be made; the amount of the payment; the purpose of the payment; the account from which the payment is to be made; and that the payment is a proper charge on the respective 2025 Construction Fund. Each requisition must be signed manually or electronically by the Finance Director and the Assistant Finance Director. The Trustee shall issue its check to the person, firm or corporation designated in the requisition. The Trustee shall keep records as to all payments made from each 2025 Construction Fund based upon requisitions.

When the 2025 Improvements of a particular type (e.g., Street Improvements) have been completed and all required expenses have been paid and expenditures made from the 2025 Construction Fund established to accomplish such 2025 Improvements and the financing thereof, this fact shall, if moneys remain in such 2025 Construction Fund, be evidenced by a certificate signed by the Mayor, which certificate shall state, among other things, the date of the completion and that all obligations payable from such 2025 Construction Fund have been discharged. A copy of the certificate shall be filed with the Trustee, and upon receipt thereof the Trustee shall transfer the remaining balance into the Special Redemption Account in the Bond Fund established by Ordinance No. 2021-139 (the "Bond Fund"). Proceeds of the Series 2025 Bonds not needed for the purposes intended shall only be used to redeem Series 2025 Bonds.

Section 8. (a) Moneys held for the credit of the 2025 Construction Funds may be invested and reinvested in Permitted Investments (as defined in Ordinance No. 2021-139) or other investments permitted by Arkansas law which shall mature, or which shall be subject to redemption by the holder thereof, at the option of such holder, not later than the date or dates when such money will be required for the purposes intended.

(b) Obligations purchased as an investment of any 2025 Construction Fund shall be deemed at all times a part of such 2025 Construction Fund. Any profit or loss realized on investments of moneys in any 2025 Construction Fund shall be charged to said Fund.

(c) The Trustee shall so invest and reinvest pursuant to the direction of the City and in the Trustee's discretion in the absence of any direct instructions from the City.

Section 9. (a) The City covenants that it shall not take any action or suffer or permit any action to be taken or condition to exist which causes or may cause the interest payable on the Series 2025 Bonds to be included in gross income for federal income tax purposes. Without

limiting the generality of the foregoing, the City covenants that the proceeds of the sale of the Series 2025 Bonds and the Pledged Revenues will not be used directly or indirectly in such manner as to cause the Series 2025 Bonds to be treated as "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code").

(b) The City represents that it has not used or permitted the use of, and covenants that it will not use or permit the use of the 2025 Improvements or the proceeds of the Series 2025 Bonds, in such manner as to cause the Series 2025 Bonds to be "private activity bonds" within the meaning of Section 141 of the Code. In this regard, the City covenants that (i) it will not use (directly or indirectly) the proceeds of the Series 2025 Bonds to make or finance loans to any person, and (ii) that while the Series 2025 Bonds are outstanding the 2025 Improvements and will only be used by state or local governmental entities or persons on a basis as members of the general public.

(c) The City shall pay any arbitrage rebate due the United States Treasury under Section 148 of the Code from moneys in the Bond Fund. The costs of calculating the arbitrage rebate due and the arbitrage rebate amount shall be considered to be administrative costs payable from moneys in the Bond Fund.

(d) The City covenants that it will not reimburse itself from proceeds of the Series 2025 Bonds for any costs paid prior to the date the Series 2025 Bonds are issued except in compliance with United States Treasury Regulation § 1.150-2 (the "Regulation"). This Ordinance shall be considered an "official intent" for purposes of the Regulation.

(e) The City will retain all documents and records pertaining to the Series 2025 Bonds and the 2025 Improvements for the life of the Series 2025 Bonds plus an additional three years.

Section 10. The City covenants that it will take no action which would cause the Series 2025 Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Code. The City further covenants that it will submit to the Secretary of the Treasury of the United States, not later than the 15th day of the second calendar month after the close of the calendar quarter in which the Series 2025 Bonds are issued, a statement concerning the Series 2025 Bonds which contains the information required by Section 149(e) of the Code.

Section 11. The Disclosure Agreement, in substantially the form submitted to this meeting, is approved, and the Mayor is hereby authorized and directed to execute and deliver the Disclosure Agreement for and on behalf of the City. The Mayor is authorized and directed to take all action required on the part of the City to fulfill the City's obligations under the Disclosure Agreement. Any legal fees and other administrative costs incurred by the City in connection with making the annual report pursuant to the Disclosure Agreement (except audit fees) shall be considered administrative charges that may be payable from moneys in the Bond Fund.

Section 12. The Mayor, and other officers of the City in accordance with their offices, are authorized to execute such writings and take such action as may be appropriate to cause the Series 2025 Bonds to be issued.

Section 13. The principal amount of the Series 2025 Bonds plus any net original issue premium are allocated as follows: $62,525,418.30 for the Street Improvements; and $4,528,657.05 for the Park and Recreational Improvements.

Section 14. Notice of the adoption of this Ordinance shall be posted at Bentonville Public Library, Bentonville City Hall, Bentonville Community Center, Bentonville Municipal Works Facility and Bentonville Police Department, being five of the most public places in the City.

Section 15. The provisions of this Ordinance are separable and in the event that any section or part hereof shall be held to be invalid, such invalidity shall not affect the remainder of this Ordinance.

Section 16. All ordinances and resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 17. It is hereby ascertained and declared that the 2025 Improvements are immediately needed for the preservation of the public peace, health and safety and to remove existing hazards thereto. The 2025 Improvements cannot be accomplished without the issuance of the Series 2025 Bonds, which cannot be sold at the interest rates specified herein unless this Ordinance is immediately effective. Therefore, it is declared that an emergency exists and this Ordinance being necessary for the preservation of the public peace, health and safety shall be in force and take effect immediately upon and after its passage.

PASSED: May 13, 2025.

APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

(SEAL)

CERTIFICATE

The undersigned, City Clerk of the City of Bentonville, Arkansas (the "City"), hereby certifies that the foregoing pages are a true and correct copy of Ordinance No. _____, passed at a regular session of the City Council of the City, held at the regular meeting place of the City Council at 6:00 p.m. on the 13th day of May, 2025, and that the Ordinance is of record in Ordinance Record Book No. _____ at Page _____, now in my possession.

GIVEN under my hand and seal this 13th day of May, 2025.

_____
City Clerk

(SEAL)

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	5/13/2025	**Submitted By:**	Chief Ray Shastid
Phone:	479-271-3170	**For Department(s):**	Police Department
Email:	ray.shastid@bentonville.arkansas.gov		

Item Type (Check all that apply)

☐ Informational ☐ Bid Award ☐ Enter into an Agreement ☐ Change Order
☐ Recognizing Funds ☐ Budget Adjustment ☐ Waiver of Bid ☐ Emergency Clause
☐ Ordinance ☑ Resolution ☐ Informational

Title, Recommendation & Justification

Title:	Resolution Declaring Police Firearms as Surplus Property and Available for Trade
Action Recommendation & Justification:	A Resolution declaring various Glock 17 9MM and Glock 26 9MM as surplus property. No budget adjustment needed.
Additional Comments for Consideration (Optional):	The firearms, (qty-101) Glock 17 9MM and (qty-2) Glock 26 9MM, are up for replacement as part of planned upgrades for 2025. The trade in and replacement program equips officers with the newest platform and technology. Tirearms will be traded-in through a law enforcement purchase program, with credit applied toward the new firearm purchases. Serial numbers listed.
Amount for Approval:	**$** 0.00

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

RESOLUTION NO. _____

A RESOLUTION DECLARING CERTAIN PROPERTY BELONGING TO THE CITY OF BENTONVILLE POLICE DEPARTMENT AS SURPLUS PROPERTY; AUTHORIZING ITS DISPOSAL; AND FOR OTHER PURPOSES.

WHEREAS, the City Council of the City of Bentonville has determined that the items identified in **Exhibit "A"** have become obsolete and are surplus items no longer used by the City;

WHEREAS, the items identified in **Exhibit "A"** are to be exchanged using a law enforcement purchase program and/or credit from a firearms vendor;

WHEREAS, this represents a responsible disposal of retired weapons which will also assist with equipping our officers with newer reliable equipment at minimal expense; and

WHEREAS, this Resolution is in accordance with Ark. Code Ann. § 14-54-302.

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

Section 1: The Bentonville Police Department may dispose of its items identified in **Exhibit "A"** through exchange using a law enforcement purchase program with credit applied toward the new firearm purchases;

Section 2: A record of all items that are exchanged or otherwise disposed of shall be maintained;

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

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

PASSED this _____ day of _____, 2025

APPROVED:

_____
STEPHANIE ORMAN, Mayor

ATTEST:

_____
MALORIE MARRS, City Clerk

EXHIBIT "A"

See attached for descriptions and serial numbers

Firearms Inventory Report #6

Firearms By Serial Number

Serial No.	Dept. No.	Type	Owned By	Brand	Model	Caliber
BTWG146		Glock 17	Bentonville PD	Glock	17	9 mm
BTWG148		Glock 17	Bentonville PD	Glock	17	9 mm
BTWG149		Glock 17	Bentonville PD	Glock	17	9 mm
BTZZ248		Glock 17	Bentonville PD	Glock	17	9 mm
BTZZ251		Glock 17	Bentonville PD	Glock	17	9 mm
BUAD259		Glock 17	Bentonville PD	Glock	17	9 mm
BUAD261		Glock 17	Not Entered	Glock	17	9 mm
BUAD262		Glock 17	Not Entered	Glock	17	9 mm
BUAD263		Glock 17	Bentonville PD	Glock	17	9 mm
BUGM228		Glock 17	Bentonville PD	Glock	17	9 mm
BUGM230		Glock 17	Bentonville PD	Glock	17	9 mm
BUGM231		Glock 17	Bentonville PD	Glock	17	9 mm
BUGM232		Glock 17	Bentonville PD	Glock	17	9 mm
BUGM233		Glock 17	Bentonville PD	Glock	17	9 mm
BUGP246		Glock 17	Bentonville PD	Glock	17	9 mm
BUGP247		Glock 17	Bentonville PD	Glock	17	9 mm
BUGP248		Glock 17	Bentonville PD	Glock	17	9 mm
BUGP249		Glock 17	Bentonville PD	Glock	17	9 mm
BUNP196		Glock 17	Not Entered	Glock	17	9 mm
BUNP197		Glock 17	Bentonville PD	Glock	17	9 mm

L.E.A. Data Technologies EQUIPMENT Database 4/24/2025 9:06:14 AM

Firearms Inventory Report #6

Firearms By Serial Number

Serial No.	Dept. No.	Type	Owned By	Brand	Model	Caliber
BUNP198		Glock 17	Not Entered	Glock	17	9 mm
BUNP199		Glock 17	Bentonville PD	Glock	17	9 mm
BUNP200		Glock 17	Bentonville PD	Glock	17	9 mm
BUNP202		Glock 17	Bentonville PD	Glock	17	9 mm
BUNP203		Glock 17	Bentonville PD	Glock	17	9 mm
BUNP204		Glock 17	Bentonville PD	Glock	17	9 mm
BUNP205		Glock 17	Bentonville PD	Glock	17	9 mm
BUXW086		Glock 17	Bentonville PD	Glock	17	9 mm
BUXW088		Glock 17	Bentonville PD	Glock	17	9 mm
BUXW089		Glock 17	Not Entered	Glock	17	9 mm
BUXW090		Glock 17	Bentonville PD	Glock	17	9 mm
BUXW091		Glock 17	Bentonville PD	Glock	17	9 mm
BVFY199		Glock 17	Bentonville PD	Glock	17	9 mm
BVGE287		Glock 17	Not Entered	Glock	17	9 mm
BVGE288		Glock 17	Bentonville PD	Glock	17	9 mm
BVGE289		Glock 17	Not Entered	Glock	17	9 mm
BVGF195		Glock 17	Not Entered	Glock	17	9 mm
BVGF196		Glock 17	Not Entered	Glock	17	9 mm
BVGG095		Glock 17	Bentonville PD	Glock	17	9 mm
BVGG096		Glock 17	Bentonville PD	Glock	17	9 mm

Firearms Inventory Report #6

Firearms By Serial Number

Serial No.	Dept. No.	Type	Owned By	Brand	Model	Caliber
BSWF985		Glock 17	Not Entered	Glock	17	9 mm
BSWF986		Glock 17	Bentonville PD	Glock	17	9 mm
BSWF987		Glock 17	Not Entered	Glock	17	9 mm
BSWF988		Glock 17	Not Entered	Glock	17	9 mm
BSWF989		Glock 17	Not Entered	Glock	17	9 mm
BTWE146		Glock 17	Bentonville PD	Glock	17	9 mm
BTWE147		Glock 17	Bentonville PD	Glock	17	9 mm
BTWE148		Glock 17	Bentonville PD	Glock	17	9 mm
BTWE150		Glock 17	Bentonville PD	Glock	17	9 mm
BTWE151		Glock 17	Bentonville PD	Glock	17	9 mm
BTWE152		Glock 17	Bentonville PD	Glock	17	9 mm
BTWE153		Glock 17	Bentonville PD	Glock	17	9 mm
BTWE154		Glock 17	Bentonville PD	Glock	17	9 mm
BTWE155		Glock 17	Bentonville PD	Glock	17	9 mm
BTWF169		Glock 17	Bentonville PD	Glock	17	9 mm
BTWF170		Glock 17	Bentonville PD	Glock	17	9 mm
BTWF171		Glock 17	Bentonville PD	Glock	17	9 mm
BTWF172		Glock 17	Bentonville PD	Glock	17	9 mm
BTWG144		Glock 17	Bentonville PD	Glock	17	9 mm
BTWG145		Glock 17	Bentonville PD	Glock	17	9 mm

Firearms Inventory Report #6

Firearms By Serial Number

Serial No.	Dept. No.	Type	Owned By	Brand	Model	Caliber
BSWF962		Glock 17	Not Entered	Glock	17	9 mm
BSWF963		Glock 17	Not Entered	Glock	17	9 mm
BSWF964		Glock 17	Not Entered	Glock	17	9 mm
BSWF965		Glock 17	Not Entered	Glock	17	9 mm
BSWF966		Glock 17	Not Entered	Glock	17	9 mm
BSWF967		Glock 17	Not Entered	Glock	17	9 mm
BSWF968		Glock 17	Not Entered	Glock	17	9 mm
BSWF969		Glock 17	Not Entered	Glock	17	9 mm
BSWF970		Glock 17	Not Entered	Glock	17	9 mm
BSWF971		Glock 17	Not Entered	Glock	17	9 mm
BSWF972		Glock 17	Not Entered	Glock	17	9 mm
BSWF973		Glock 17	Not Entered	Glock	17	9 mm
BSWF974		Glock 17	Not Entered	Glock	17	9 mm
BSWF975		Glock 17	Not Entered	Glock	17	9 mm
BSWF976		Glock 17	Not Entered	Glock	17	9 mm
BSWF978		Glock 17	Not Entered	Glock	17	9 mm
BSWF980		Glock 17	Not Entered	Glock	17	9 mm
BSWF981		Glock 17	Bentonville PD	Glock	17	9 mm
BSWF983		Glock 17	Bentonville PD	Glock	17	9 mm
BSWF984		Glock 17	Not Entered	Glock	17	9 mm

Report Criteria: Type Of Firearm: Glock 17

Firearms Inventory Report #6

Firearms By Serial Number

Serial No.	Dept. No.	Type	Owned By	Brand	Model	Caliber
BPFS960		Glock 17	Not Entered	Glock	17	9 mm
BPFS961		Glock 17	Not Entered	Glock	17	9 mm
BPFS962		Glock 17	Not Entered	Glock	17	9 mm
BPFS963		Glock 17	Not Entered	Glock	17	9 mm
BPFS964		Glock 17	Not Entered	Glock	17	9 mm
BPFS965		Glock 17	Not Entered	Glock	17	9 mm
BPFS966		Glock 17	Not Entered	Glock	17	9 mm
BPFS967		Glock 17	Not Entered	Glock	17	9 mm
BPFS968		Glock 17	Not Entered	Glock	17	9 mm
BPFS969		Glock 17	Not Entered	Glock	17	9 mm
BPFS970		Glock 17	Not Entered	Glock	17	9 mm
BPFS971		Glock 17	Not Entered	Glock	17	9 mm
BPFS972		Glock 17	Not Entered	Glock	17	9 mm
BPFS973		Glock 17	Not Entered	Glock	17	9 mm
BSWF957		Glock 17	Not Entered	Glock	17	9 mm
BSWF958		Glock 17	Not Entered	Glock	17	9 mm
BSWF959		Glock 17	Not Entered	Glock	17	9 mm
BSWF960		Glock 17	Not Entered	Glock	17	9 mm
BSWF961		Glock 17	Not Entered	Glock	17	9 mm

Firearms Inventory Report #6

Firearms By Serial Number

Serial No.	Dept. No.	Type	Owned By	Brand	Model	Caliber
BVGG097		Glock 17	Bentonville PD	Glock	17	9 mm
BVGG098		Glock 17	Bentonville PD	Glock	17	9 mm

Report Criteria: Type Of Firearm: Glock 26

Firearms Inventory Report #6

Firearms By Serial Number

Serial No.	Dept. No.	Type	Owned By	Brand	Model	Caliber
BSN468US		Glock 26	Bentonville PD	Glock	26	9 mm
DMV780		Glock 26	Bentonville PD	Glock	26	9 mm

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	5/13/2025	**Submitted By:**	Marcus Williams
Phone:		**For Department(s):**	Fire
Email:	mwilliams@bentonvillear.com		

Item Type (Check all that apply)

☐ Informational ☐ Bid Award ☐ Enter into an Agreement ☐ Change Order
☑ Recognizing Funds ☑ Budget Adjustment ☐ Waiver of Bid ☐ Emergency Clause
☐ Ordinance ☑ Resolution ☐ Informational

Title, Recommendation & Justification

Title:	Resolution to Approve Fire Equipment Purchase Using ACT 833 Funds
Action Recommendation & Justification:	We are asking the council to approve the transfer and use of ACT 833 Fire Funds to complete the equipment purchase for new apparatus. A budget adjustment is needed.
Additional Comments for Consideration (Optional):	This equipment is needed to help complete the abilities of the units to address emergencies in the city. Act 833 funds are received and held in escrow until appropriate purchases are determined.
Amount for Approval:	$ 23,515.91

Budget Impact

Is this Item Budgeted? ☐ YES ☐ NO ☐ ITEM HAS NO COST ☑ OTHER: ACT 833 Fire Funds

Budget Adjustment *(to be completed by Finance when applicable)*

Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
102020-33411	State Operating Grant	$	$ 23,515.91
102020-42510	Minor Equipment	$ 16,870.71	$
102020-47410	Machinery & Equipment	$ 6,645.20	$
		$	$

Fund(s) Impacted (check all that apply) ☑ General Fund ☐ Utility Fund ☐ Street Fund ☐ Other(s): _____

Budget Impact Notes for Consideration (Optional):

Inter-office Memorandum

To: Chief Scantlin

From: Chief Williams

CC: Chief Boydston

Date: 4-23-2025

Re: Using Act 833 Funds

We recommend the use of ACT 833 monies to complete the equipment list for Truck 4, Engine 2 and Fast Attack. We are requesting the monies to purchase the following equipment.

High Rise Pack- This is a bag of multiple fittings and tools for use in multistory building so we may hook to the water system-Cost $1,857.34

RIT Bag- (Rapid Intervention Team)- This is a bag for any Firefighter that should happen to be trapped and/or run out of air in a lethal environment. - Cost: $5,879.09

TIC (Thermal Imaging Camera)- This is a camera that is used in a Fire situation to look for victims that may be hard to find. This can also be used to look for fires in walls and victims in outdoor environments. Cost: 6,645.20

Equipment- To complete multiple items of loose equipment on trucks such as Saw Mounts, Caps, Adapters, Hose Connections, Air Compressors, Fire Blankets ETC. Cost: 9,134.28

Total Cost: $23,515.91

Siddons-Martin Emergency Group
3500 Shelby Lane
Denton, TX, 76207
USA
Phone: (940) 315-4948

ESTIMATE

DO NOT PAY

Customer Info:
Bentonville Fire Dept. (AR)
800 SW A Street
Bentonville, AR, 72712
USA

Document Info:
Quote #: 700-0028086
Taken By: David Winter
Expiration Date: 05/21/2025

Item #	Description	Quantity / Unit	Unit Price	Amount
151646	ELK-2.5"FNH x 2.5"MNH HIGH RISE GAUGE 228-A-2.5 688201	1.00 / EA	429.27	429.27
151815	ELK-INCREASER 1.5" FNH x 2.5" MNH 111A 11386007	1.00 / EA	175.00	175.00
151633	ELK-X86A 2.5"FNH x 2.5"MNH ELKOLITE GATE VALVE 381101	1.00 / EA	571.95	571.95
151636	ELK-HI-RISE DRAIN ELBOW 2.5" 105A 465001	1.00 / EA	327.66	327.66
300021	STANDPIPE BAG W/ PADDED DIVIDER, INCLUDES REMOVABLE SHOULDER STRAP, PADDED HARDBOTTOM, LARGE EXTRA POCKET RED #STAND-C	1.00 / EA	107.32	107.32
300056	FREIGHT FREIGHT	1.00 / EA	85.00	85.00

Total of All Services

Labor total	$0.00	Shop supplies	$0.00
Parts total	$1,611.20	Sublet total	$0.00
Freight total	$ 85.00	Core charges	$0.00
		Sales tax	$161.14

Total: $1,857.34

Siddons-Martin Emergency Group
3500 Shelby Lane
Denton, TX, 76207
USA
Phone: (940) 315-4948

ESTIMATE

DO NOT PAY

Customer Info:
Bentonville Fire Dept. (AR)
800 SW A Street
Bentonville, AR, 72712
USA

Document Info:
Quote #: 700-0028080
Taken By: David Winter
Expiration Date: 05/21/2025

Item #	Description	Quantity / Unit	Unit Price	Amount
240094	SCT-SCOTT RIT-PAK III 4.5 LARGE C5 RECTUS 7012471724 200954-32	1.00 / EA	3,851.52	3,851.52
241226	SCT-CYLINDER & VALVE ASSY CGA 4.5 60 MIN 7100293661 804723-01	1.00 / EA	1,517.51	1,517.51
300056	FREIGHT - FREE FROM 3M SCOTT FREIGHT	1.00 / EA	0.00	0.00

No Shipping

Total of All Services

Labor total	$0.00	Shop supplies	$0.00
Parts total	$5,369.03	Sublet total	$0.00
Freight total	$ 0.00	Core charges	$0.00
		Sales tax	$510.06

Total: $5,879.09

Siddons-Martin Emergency Group
3500 Shelby Lane
Denton, TX, 76207
USA
Phone: (940) 315-4948

ESTIMATE

DO NOT PAY

Customer Info:
Bentonville Fire Dept. (AR)
800 SW A Street
Bentonville, AR, 72712
USA

Document Info:
Quote #: 700-0028073
Taken By: David Winter
Expiration Date: 05/21/2025

Item #	Description	Quantity / Unit	Unit Price	Amount
261631	BUL-DXT THERMAL IMAGER w/XTUSBCHARGEPWR XTTRUCKMOUNT & XTRETRACT DXTBUNDLE	1.00 / EA	5,527.41	5,527.41
261542	BUL-FEATURE PACK BASIC w/THERMAL THROTTLE HAD CAD Zoom (w/DXT QXT PRO NXT PRO) XTFEATURESBASIC	1.00 / EA	541.27	541.27
300056	FREIGHT - FREE WITH PURCHASE OF NEW THERMAL IMAGER FREIGHT	1.00 / EA	0.00	0.00

No Shipping

Total of All Services

Labor total	$0.00	Shop supplies	$0.00
Parts total	$6,068.68	Sublet total	$0.00
Freight total	$ 0.00	Core charges	$0.00
		Sales tax	$576.52

Total: $6,645.20

BANNER
FIRE EQUIPMENT, INC
4224 NORTH SANTA FE DRIVE
OKLAHOMA CITY, OK 73118
WWW.BANNERFIRE.COM
405.224.2596

*** Customer Review ***
Date / Time: 4/7/2025 4:45:17PM
Repair Order: 677
Customer: 10161
Branch: CHIEF
Invoice Total: $1,456.62

on account

Bill To: City of Bentonville
1000 SW 14th St

Bentonville, AR 72712
Shop: 479-271-3115

Ship To: City of Bentonville
800 SW A Street
Station 1
Bentonville, AR 72712

Customer P/O	Created By	Completion Date
	butchr	

Unit Number: Engine 2 **Model Year: 2024** **Make/Model: E-One Typhoon**

Type: Custom Pumper **VIN: 4ENLAAA81R1007129**

Task: 1 87-000000111 **Install charger/air pump and wire to shoreline** **Department: Service**

does not include eject device (extra charge)

Complaint: Install Kussmaul 110v air comparessor in apparatus.

Supp.	Part	Description / Ref Number		U/M	Quantity	Price	Ext Price
	SUPPLIES	Misc hardware/supplies	Misc		1.00	27.75	27.75
	PARTS IN	Shipping and Handling Inbound - Parts	Misc		1.00	30.00	30.00
	091-9B-4-AD	AUTO PUMP 120 VAC WITH AUTO DRAIN	Part	Each	1.00	774.48	774.48

QUOTE

Customer Tax ID: 71-6000642

Totals

Total Parts:	**$774.48**
Total Core Chg:	**$0.00**
Total Core Ret:	**$0.00**
Total EHC:	**$0.00**
Total Labor:	**$555.00**
Total Miscellaneous:	**$57.75**
Invoice Subtotal:	**$1,387.23**
Total Tax:	**$69.39**
Invoiced Total:	**$1,456.62**

Payment Method

Charge

ESTIMATE ONLY!
PRICES SUBJECT TO CHANGE. CUSTOMER WILL BE NOTIFIED OF ANY CHANGES PRIOR TO ADDITIONAL WORK BEING PERFORMED. PRICING GOOD FOR (90) DAYS. STOCK PARTS RETURNED AFTER (30) DAYS ARE SUBJECT TO 25% RESTOCK FEE. ELECTRONIC COMPONENTS AND SPECIAL ORDER PARTS ARE NOT RETURNABLE. DUE TO VARIANCES IN COSTS AND AVAILABILITY THIS ESTIMATE CAN VARY UP TO 5%. IF ANY QUESTIONS, PLEASE CALL 618-251-4200.
THANK YOU FOR YOUR BUSINESS!

BANNER
FIRE EQUIPMENT, INC
4224 NORTH SANTA FE DRIVE
OKLAHOMA CITY, OK 73118
WWW.BANNERFIRE.COM
405.224.2596

*** Customer Review ***
Date / Time: 4/7/2025 4:48:19PM
Repair Order: 676
Customer: 10161
Branch: CHIEF
Invoice Total: $1,456.62

on account
Page 1 of 1

Bill To: City of Bentonville
1000 SW 14th St

Bentonville, AR 72712
Shop: 479-271-3115

Ship To: City of Bentonville
800 SW A Street
Station 1
Bentonville, AR 72712

Customer P/O	Created By	Completion Date
	butchr	

Unit Number: Truck 4 **Model Year: 2025** **Make/Model: E-One 100' LADDER**

Type: Aerial **VIN: 4ENLABA87R1007111**

Task: 1 87-000000111 **Install charger/air pump and wire to shoreline** **Department: Service**

does not include eject device (extra charge)

Complaint: install Kussmaul 110v air compressor in apparatus.

Supp.	Part	Description / Ref Number		U/M	Quantity	Price	Ext Price
	SUPPLIES	Misc hardware/supplies	Misc		1.00	27.75	27.75
	091-9B-4-AD	AUTO PUMP 120 VAC WITH AUTO DRAIN	Part	Each	1.00	774.48	774.48
	PARTS IN	Shipping and Handling Inbound - Parts	Misc		1.00	30.00	30.00

QUOTE

Customer Tax ID: 71-6000642

Totals

Total Parts:	**$774.48**
Total Core Chg:	**$0.00**
Total Core Ret:	**$0.00**
Total EHC:	**$0.00**
Total Labor:	**$555.00**
Total Miscellaneous:	**$57.75**
Invoice Subtotal:	**$1,387.23**
Total Tax:	**$69.39**
Invoiced Total:	**$1,456.62**

Payment Method

Charge

ESTIMATE ONLY!
PRICES SUBJECT TO CHANGE. CUSTOMER WILL BE NOTIFIED OF ANY CHANGES PRIOR TO ADDITIONAL WORK BEING PERFORMED. PRICING GOOD FOR (90) DAYS. STOCK PARTS RETURNED AFTER (30) DAYS ARE SUBJECT TO 25% RESTOCK FEE. ELECTRONIC COMPONENTS AND SPECIAL ORDER PARTS ARE NOT RETURNABLE. DUE TO VARIANCES IN COSTS AND AVAILABILITY THIS ESTIMATE CAN VARY UP TO 5%. IF ANY QUESTIONS, PLEASE CALL 618-251-4200.
THANK YOU FOR YOUR BUSINESS!

Siddons-Martin Emergency Group
3500 Shelby Lane
Denton, TX, 76207
USA
Phone: (940) 315-4948

ESTIMATE

DO NOT PAY

Customer Info:
Bentonville Fire Dept. (AR)
800 SW A Street
Bentonville, AR, 72712
USA

Document Info:
Quote #: 700-0028137
Taken By: David Winter
Expiration Date: 05/22/2025

Item #	Description	Quantity / Unit	Unit Price	Amount
006428	ZIA-CHAINSAW MOUNT LARGE 3087-145-000 QM-CSM-L	4.00 / EA	202.68	810.72
300056	FREIGHT FREIGHT	1.00 / EA	152.00	152.00

Total of All Services

Labor total	$0.00	Shop supplies	$0.00
Parts total	$810.72	Sublet total	$0.00
Freight total	$ 152.00	Core charges	$0.00
		Sales tax	$91.46

Total: $1,054.18

Siddons-Martin Emergency Group
3500 Shelby Lane
Denton, TX, 76207
USA
Phone: (940) 315-4948

ESTIMATE

DO NOT PAY

Customer Info:
Bentonville Fire Dept. (AR)
800 SW A Street
Bentonville, AR, 72712
USA

Document Info:
Quote #: 700-0028149
Taken By: David Winter
Expiration Date: 05/22/2025

Item #	Description	Quantity / Unit	Unit Price	Amount
165425	KOC-2-WAY BALL VALVE (2) 2.5" NH M x 2.5" NH SW RL F 21K25252-H52	2.00 / EA	617.90	1,235.80
165512	KOC-2.5" NH x 2.5" NH DBL RL M -FG- ADAPTER 36R2525-H52	2.00 / EA	36.40	72.80
006012	KOC-2.5 NH RIG RL F X 1.5 NH M -FG- ADAPTER 37R2515-H52	2.00 / EA	36.26	72.52
300021	5 STORZ (2 PIECE) CAP HARDCOAT BLACK CP507-H52	6.00 / EA	108.00	648.00
300056	FREIGHT FREIGHT	1.00 / EA	105.00	105.00

Total of All Services

Labor total	$0.00	Shop supplies	$0.00
Parts total	$2,029.12	Sublet total	$0.00
Freight total	$ 105.00	Core charges	$0.00
		Sales tax	$202.74

Total: $2,336.86

Estimate

Stephens Truck Center LLC

Stephens Truck Center LLC
302 E 5th Ave
Unit B/C
Owasso, OK 74055

Order #	Date
S37450	04/23/2025

Bill To:
Bentonville Fire Department 800 SW A Street Bentonville, AR 72712
Customer: Bentonville Fire Department

Ship To:
Bentonville Fire Department 800 SW A Street Bentonville, AR 72712
Contact: Bentonville Fire Department

Sales Rep	Payment Terms	FOB Point	Carrier	Ship Service	Date Scheduled
gjohnson	COD	Origin	UPS		04/23/2025

Item #	Type	Number	Description	Unit Price	Qty Ordered	Total Price
1	Sale	BATPCFB2186	CFB2186 EV Car Fire Blanket 8m x 6m	$1,350.00	2 ea	$ 2,700.00
2	Shipping	Sales Shipping	Shipping	$130.00	1 ea	$ 130.00

Subtotal:	**$2,830.00**
Sales Tax:	**$0.00**
Total:	**$2,830.00**

Approval:_____ Date:_____

April 23, 2025 2:10:50 PM BST

RESOLUTION NO. _____

A RESOLUTION AMENDING THE 2025 BUDGET TO APPROPRIATE ACT 833 FUNDS FOR THE PURCHASE OF FIRE EQUIPMENT FOR THE BENTONVILLE FIRE DEPARTMENT; AND FOR OTHER PURPOSES.

WHEREAS, pursuant to the Arkansas Fire Protection Services Program Act 833 of 1991, funds have been made available to certified fire departments for the enhancement of fire protection services;

WHEREAS, the Bentonville Fire Department is a certified department eligible to receive Act 833 funds; and

WHEREAS, the City Council of the City of Bentonville finds it in the best interest of the public to allocate these funds for the purchase of said equipment.

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

Section 1: The 2025 Budget is hereby adjusted to appropriate twenty-three thousand five hundred fifteen dollars and ninety-one cents ($23,515.91) of Act 833 funds into Account #102020-33411 - State Operating Grant;

Section 2: The 2025 Budget is further adjusted to appropriate sixteen thousand eight hundred seventy dollars and seventy-one cents ($16,870.71) from Account #102020-33411 – State Operating Grant into Account #102020-42510 – Minor Equipment and to appropriate six thousand six hundred forty-five dollars and twenty cents ($6,645.20) from Account #102020-33411 – State Operating Grant into Account #102020-47410 – Machinery and Equipment;

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

Section 4 - Repeal of Conflicting 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:	5/13/2025	**Submitted By:**	Marcus Williams
Phone:	479-271-3151	**For Department(s):**	Fire
Email:	mwilliams@bentonvillear.com		

Item Type (Check all that apply)

☐ Informational ☑ Bid Award ☐ Enter into an Agreement ☐ Change Order
☐ Recognizing Funds ☐ Budget Adjustment ☐ Waiver of Bid ☐ Emergency Clause
☐ Ordinance ☑ Resolution ☐ Informational

Title, Recommendation & Justification

Title:	Resolution Approving Bid Award IFB-25-33 for 2025 or Newer Half-Ton 4WD Crew Cab Truck
Action Recommendation & Justification:	A Resolution Awarding Bid IFB-25-33 to Superior Chevrolet GMC and declaring a 2013 Chevy Truck as surplus authorizing its trade in for credit against this purchase. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	Purchase and upfit of 2025 Chevy Truck is $64,726.00. The trade in of 2013 Chevy Truck with bad transmission deducts $6,500.00, making the total after credit $58,226.00. We are moving the daily used 2016 Chevrolet truck to a reserve vehicle and trading in a current reserve 2013 Chevy truck with a bad transmission. Vin# 1FCRKPE77DZ285449 (Asset # 2020-21). Superior Chevrolet GMC was the sole bid received.
Amount for Approval:	**$** 58,226.00

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

Capital Budget 102020-47420

CITY OF BENTONVILLE, ARKANSAS PURCHASING AND COMPLIANCE DEPARTMENT

FORMAL SEALED BID TABULATION

Date of Bid Opening:	4/29/25	Time of Bid Opening:	1:30 PM CST	IFB-25-33

Solicitation Title:2025 or Newer Half-Ton 4WD Crew Cab Truck with Trade-in

				Bidders:	Superior Chevrolet GMC
Line Item	**Estimated Quantity**	**Unit of Measure**	**Description**	**Unit Price**	**Extended Price**
1	1	EA	2025 or Newer Half-Ton 4WD Crew Cab Truck	$64,726.00	$64,726.00
TRADE-IN EQUIPMENT BID (THIS VALUE NOT CALCULATED IN TOTAL BID PRICE ABOVE)					
2	1	EA	Trade-In Equipment VIN: 1GCRKPE78DZ285449 Miles as of March 27, 2025: 77,947	$6,500.00	$6,500.00
			Total Bid Price Excluding Trade-In	$64,726.00	
			Trade-In Equipment Bid	$6,500.00	
			Total Bid Price with Trade-In	$58,226.00	

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

TABULATION VERIFICATION

[redacted]
Tanya Moore
Purchasing and Compliance Specialist

[redacted]
Kelsi Frederick
Purchasing and Compliance Manager

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH SUPERIOR CHEVROLET GMC, FOR THE PURCHASE OF ONE (1) 2025 OR NEWER HALF-TON 4WD CREW CAB TRUCK FOR THE BENTONVILLE FIRE DEPARTMENT; DECLARING CERTAIN PROPERTY BELONGING TO THE CITY OF BENTONVILLE FIRE DEPARTMENT AS SURPLUS PROPERTY; AUTHORIZING ITS TRADE IN FOR THIS PURCHASE; AND FOR OTHER PURPOSES.

WHEREAS, Superior Chevrolet GMC was the sole bidder for bid IFB-25-33;

WHEREAS, a 2013 Chevrolet Truck (VIN# 1FCRKPE77DZ285449) with a bad transmission, is no longer needed and should be declared surplus property under Ark. Code Ann. § 14-54-302;

WHEREAS, Superior Chevrolet GMC has offered a trade-in value for the 2013 Chevrolet Truck in an amount of six thousand five hundred dollars ($6,5000.00); and

WHEREAS, the total price of this purchase will be fifty-eight thousand two hundred twenty-six dollars ($58,226.00) and will be paid with budgeted monies.

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 Superior Chevrolet GMC for the purchase of one (1) 2025 or newer Half-Ton 4WD Truck for the Bentonville Fire Department;

Section 2: A 2013 Chevrolet Extended Cab four-wheel drive pickup (VIN# 1FCRKPE77DZ285449) is no longer needed and the same is hereby declared surplus property;

Section 3: A record of all items that are disposed of shall be maintained;

Section 4: The estimated contract cost is fifty-eight thousand two hundred twenty-six dollars ($58,226.00) which includes the trade-in value of the surplus vehicle in the amount of six thousand five hundred dollars ($6,500.00);

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

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

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:	5/13/2025	**Submitted By:**	Tracy Billings
Phone:	479-696-0229	**For Department(s):**	Transportation
Email:	tbillings@bentonvillear.com		

Item Type (Check all that apply)

☐ **Informational** ☐ **Bid Award** ☐ **Enter into an Agreement** ☐ **Change Order**
☐ **Recognizing Funds** ☐ **Budget Adjustment** ☐ **Waiver of Bid** ☑ **Emergency Clause**
☑ **Ordinance** ☐ **Resolution** ☐ **Informational**

Title, Recommendation & Justification

Title:	Public Hearing and Ordinance Vacating a Utility Easement (VAC25-0008)
Action Recommendation & Justification:	Public Hearing and approval of Ordinance vacating Utility Easement located at Lot 51 of Dicksons Addition (VAC25-0008).
Additional Comments for Consideration (Optional):	
Amount for Approval:	$ 0

Budget Impact

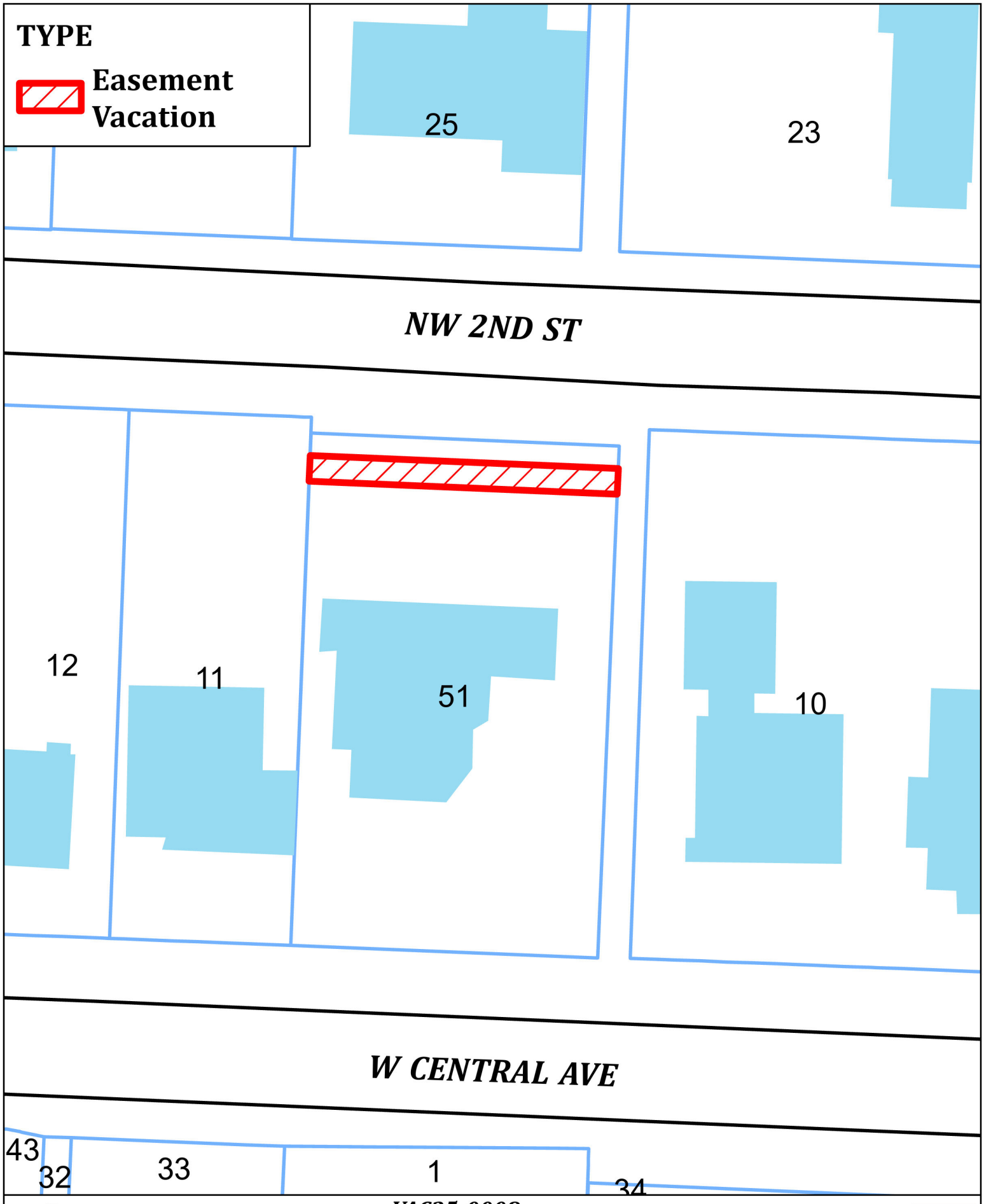
Is this Item Budgeted? ☐ **YES** ☐ **NO** ☐ **ITEM HAS NO COST** ☐ **OTHER:**_____

Budget Adjustment *(to be completed by Finance when applicable)*

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

Fund(s) Impacted (check all that apply) ☐ **General Fund** ☐ **Utility Fund** ☐ **Street Fund** ☐ **Other(s):**_____

Budget Impact Notes for Consideration (Optional):



VAC25-0008
Proposed Utility Easement Vacation
710 W CENTRAL AVE

ORDINANCE NO_____

AN ORDINANCE VACATING UTILITY EASEMENTS LOCATED AT LOT 51 OF DICKSONS ADDISTION OF THE CITY OF BENTONVILLE, ARKANSAS, BENTON COUNTY ARKANSAS (VAC25-0008); AND PROVIDING FOR AN EMERGENCY CLAUSE

WHEREAS, a petition was filed with the City Council of the City of Bentonville, Arkansas, by Casey & Hannah Roberts asking the City Council to vacate a utility easement located in the City of Bentonville, Benton County, Arkansas, which portion is more particularly described as follows:

A PART OF THE SW1/4 OF THE SW 1/4 OF SECTION 30, TOWNSHIP 20 NORTH, RANGE 30 WEST IN BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE NW CORNER OF LOT 51 OF DICKSONS ADDITION TO BENTONVILLE, A SUBDIVISION IN BENTONVILLE, ARKANSAS, BENTON COUNTY; THENCE ALONG THE WEST LINE OF SAID LOT 51 S 02°15'46" W A DISTANCE OF 7.00' TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG WEST LINE S 02°15'46" W A DISTANCE OF 8.00' TO A POINT; THENCE LEAVING SAID WEST LINE S 87°34'46" E A DISTANCE OF 96.06' TO A POINT ON THE EAST LINE OF SAID LOT 51; THENCE ALONG SAID EAST LINE N 02°25'14" E A DISTANCE OF 8.00' TO A POINT; THENCE LEAVING SAID EAST LINE N 87°34'46" W A DISTANCE OF 96.04' TO THE POINT OF BEGINNING, CONTAINING 768 SQ. FEET, 0.02 ACRES, MORE OR LESS. SUBJECT TO ANY EASEMENTS AND/OR RIGHT-OF-WAYS OF RECORD.

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

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

Section 1: The City of Bentonville Arkansas releases, vacates, and abandons all of its rights together with the rights of the public generally, in and to the utility easement designated as follows:

A PART OF THE SW1/4 OF THE SW 1/4 OF SECTION 30, TOWNSHIP 20 NORTH, RANGE 30 WEST IN BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE NW CORNER OF LOT 51 OF DICKSONS ADDITION TO BENTONVILLE, A SUBDIVISION IN BENTONVILLE, ARKANSAS, BENTON COUNTY; THENCE ALONG THE WEST LINE OF SAID LOT 51 S 02°15'46" W A DISTANCE OF 7.00' TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG WEST LINE S 02°15'46" W A DISTANCE OF 8.00' TO A POINT; THENCE LEAVING SAID WEST LINE S 87°34'46" E A DISTANCE OF 96.06' TO A POINT ON THE EAST LINE OF SAID LOT 51; THENCE ALONG SAID EAST LINE N 02°25'14" E A DISTANCE OF 8.00' TO A POINT; THENCE LEAVING SAID

EAST LINE N 87°34'46" W A DISTANCE OF 96.04' TO THE POINT OF BEGINNING, CONTAINING 768 SQ. FEET, 0.02 ACRES, MORE OR LESS. SUBJECT TO ANY EASEMENTS AND/OR RIGHT-OF-WAYS OF RECORD.

Section 2: A copy of this Ordinance, duly certified by the City Clerk, shall be filed in the Office of the Recorder of Benton County, Arkansas and recorded in the deed records of the County.

Section 3: Emergency Clause: In Order to protect the health, safety and welfare of the Citizens of Bentonville, an emergency is hereby declared to exist and this Ordinance shall take effect and be in full force and effect from and after its passage;

_____	_____
Malorie Marrs, City Clerk	**Stephanie Orman, Mayor**
Bentonville, Arkansas	**City of Bentonville, Arkansas**

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	5/13/2025	**Submitted By:**	Tracy Billings
Phone:	479-696-0229	**For Department(s):**	Transportation
Email:	tbillings@bentonvillear.com		

Item Type (Check all that apply)

☐ Informational ☐ Bid Award ☐ Enter into an Agreement ☐ Change Order
☐ Recognizing Funds ☐ Budget Adjustment ☐ Waiver of Bid ☐ Emergency Clause
☐ Ordinance ☑ Resolution ☐ Informational

Title, Recommendation & Justification

Title:	Resolution Setting a Public Hearing to Vacate a Street Right of Way (VAC25-0011)
Action Recommendation & Justification:	Approve Resolution to set Public Hearing for May 27, 2025 to vacate Street Right of Way located at Lot 10, Block 1 of Demings Addition (VAC25-0011).
Additional Comments for Consideration (Optional):	
Amount for Approval:	$ 0

Budget Impact

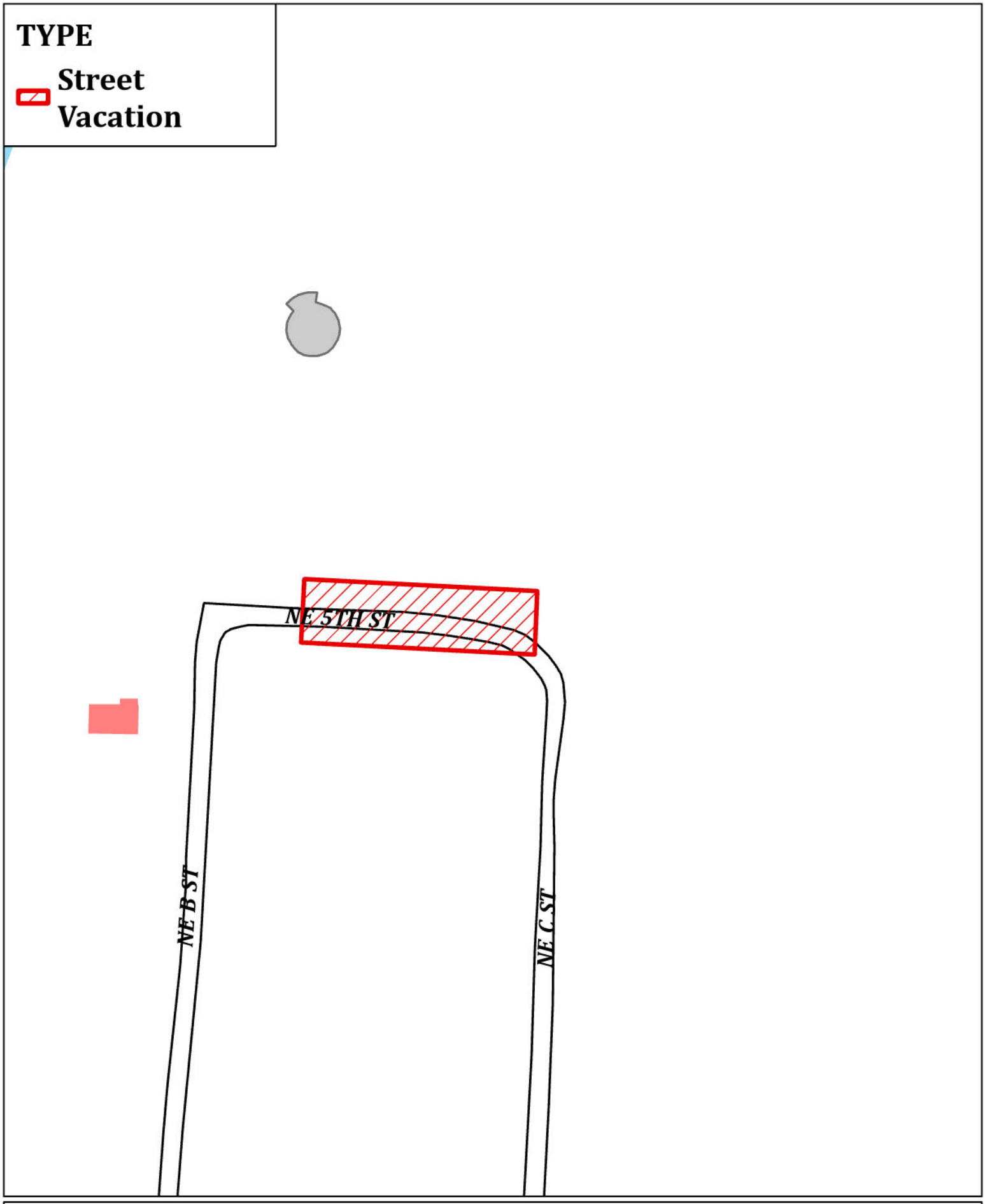
Is this Item Budgeted? ☐ YES ☐ NO ☐ ITEM HAS NO COST ☐ OTHER:_____

Budget Adjustment *(to be completed by Finance when applicable)*

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

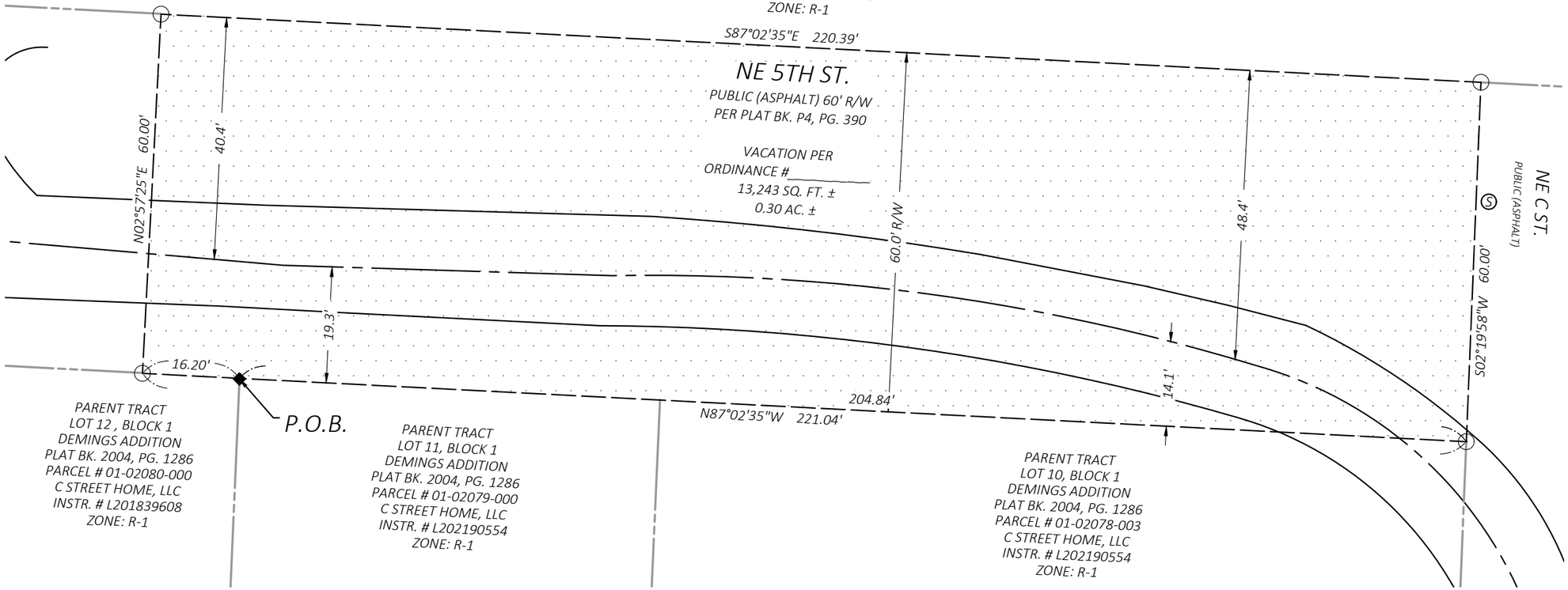
Fund(s) Impacted (check all that apply) ☐ General Fund ☐ Utility Fund ☐ Street Fund ☐ Other(s):_____

Budget Impact Notes for Consideration (Optional):



N
W E
S

VAC25-0011
NE 5th Street Vacation



Legend

- Adjoining Boundary Line
- Right-of-Way Line
- Easement Line
- Centerline
- Bearing and Distance Change
- Found Monument
- Vacated Right-Of-Way (R/W)
- Sewer Manhole (SMH)

NOTE:

It is to be understood that this sketch is descriptive only of the size, shape and location of the easement and does not constitute a plat or survey of the Grantors' property.

CEI Solutions for Land and Life

CEI ENGINEERING ASSOCIATES, INC.
2600 NE 11TH ST, SUITE 300
BENTONVILLE, AR 72712
PHONE: (479) 273-9472
FAX: (479) 273-0844
CORPORATE TBPLS FIRM #10031500

3030 LBJ FREEWAY, SUITE 920
DALLAS, TX 75234
PHONE: (972) 488-3737
FAX: (972) 488-6732

R/W Vacation

NE 5th Street
City of Bentonville, Benton County, Arkansas

PROFESSIONAL OF RECORD	WGG
DESIGNER	EPL
FIELD WORK	KDM
CEI PROJECT NUMBER	32462
DATE	4/24/2025
REVISION	REV-0

VACATION

SHEET TITLE

SHEET NUMBER

1 OF 1

DRAWING LOCATION - \\PANZURA.CEILB.COM\SURVEY\32000\32462\DRAWINGS SURVEYS\SURVEY\WORKING\5TH STREET VACATION\5TH STREET VACATION EXHIBIT.DWG -- SAVED BY - BFLEEMAN

© 2025 CEI ENGINEERING ASSOCIATES, INC.

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 C Street Home, LLC requesting Street Right-of-Way Vacation (VAC25-0011) within the City of Bentonville, Arkansas be vacated, which said right of way is described as follows:

A TRACT OF LAND BEING A PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 20 NORTH, RANGE 30 WEST OF THE FIFTH PRINCIPAL MERIDIAN SAID TRACT ALSO BEING THAT PORTION OF NORTHEAST 5TH STREET DESCRIBED AS FOLLOWS:
BEGINNING AT A FOUND 1/2" REBAR ON THE SOUTH RIGHT OF WAY LINE OF NORTHEAST 5TH STREET MARKING THE NORTHWEST CORNER OF LOT 11, BLOCK 1 OF DEMINGS ADDITION TO THE CITY OF BENTONVILLE FILED FOR RECORD IN THE OFFICE OF THE CIRCUIT CLERK IN BENTON COUNTY, ARKANSAS; THENCE ALONG SAID SOUTH LINE N87°02'35"W 16.20 FEET; THENCE LEAVING SAID SOUTH LINE N02°57'25"E 60.00 FEET TO THE NORTH RIGHT OF WAY LINE OF NORTHEAST 5TH STREET; THENCE ALONG SAID NORTH LINE S87°02'35"E 220.39 FEET; THENCE LEAVING SAID NORTH LINE S02°19"58"W 60.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF NORTHEAST 5TH STREET; THENCE ALONG SAID SOUTH LINE N87°02'35"W 204.84 FEET TO THE POINT OF BEGINNING AND CONTAINING 13,243 SQUARE FEET OR 0.304 ACRES MORE OR LESS.

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

NOW, THEREFORE, BE IT RESOLVED, by the City of Bentonville, Arkansas, that the petition to vacate the above described Right-of-Way is set for a hearing May 27, 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:	5/13/2025	**Submitted By:**	Tracy Billings
Phone:	479-696-0229	**For Department(s):**	Transportation
Email:	tbillings@bentonvillear.com		

Item Type (Check all that apply)

☐ Informational ☐ Bid Award ☐ Enter into an Agreement ☐ Change Order
☐ Recognizing Funds ☐ Budget Adjustment ☐ Waiver of Bid ☐ Emergency Clause
☐ Ordinance ☑ Resolution ☐ Informational

Title, Recommendation & Justification

Title:	Resolution Setting a Public Hearing Vacating a Street Right of Way (VAC25-0012)
Action Recommendation & Justification:	Approve Resolution to set Public Hearing for May 27, 2025 to vacate Street Right of Way located at Lot 10, Block 1 of Demings Addition (VAC25-0012).
Additional Comments for Consideration (Optional):	
Amount for Approval:	$ 0

Budget Impact

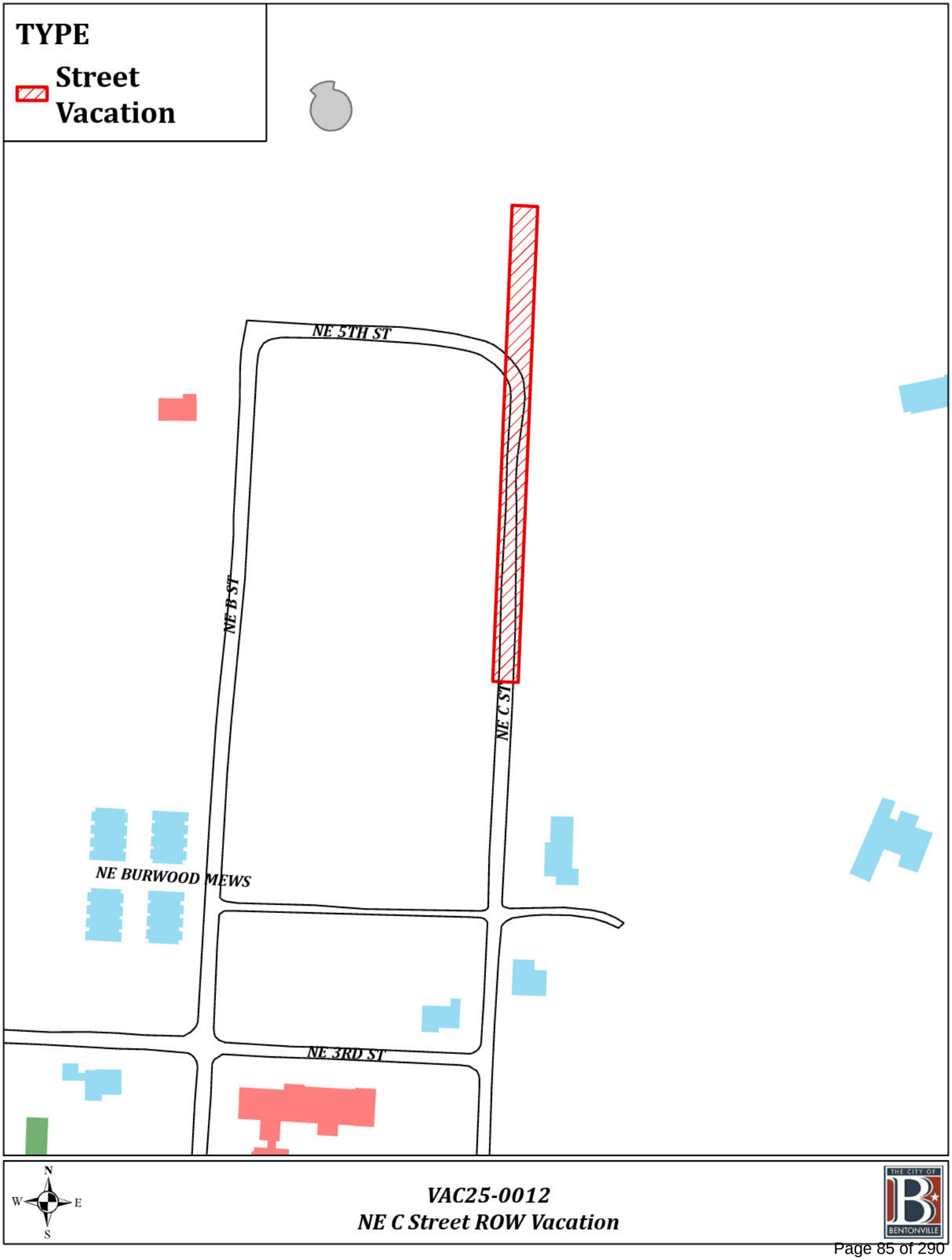
Is this Item Budgeted? ☐ YES ☐ NO ☐ ITEM HAS NO COST ☐ OTHER:_____

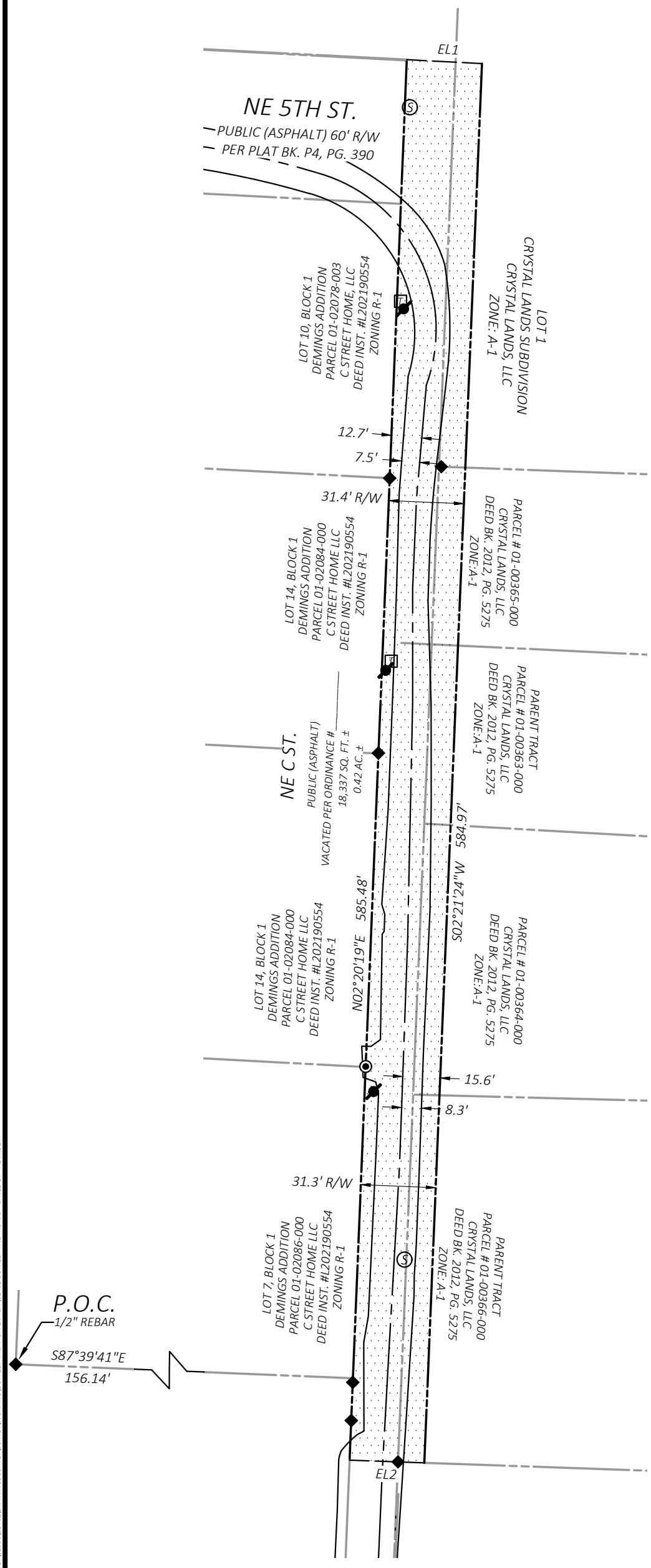
Budget Adjustment *(to be completed by Finance when applicable)*

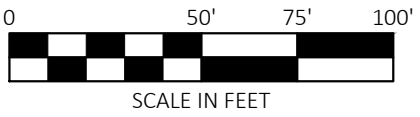
		$ Expense	$ Revenue
Account Number (ORG-OBJECT)	Account Description		
		$ Expense	$ Revenue
Account Number (ORG-OBJECT)	Account Description		
		$ Expense	$ Revenue
Account Number (ORG-OBJECT)	Account Description		
		$ Expense	$ Revenue
Account Number (ORG-OBJECT)	Account Description		

Fund(s) Impacted (check all that apply) ☐ General Fund ☐ Utility Fund ☐ Street Fund ☐ Other(s):_____

Budget Impact Notes for Consideration (Optional):


TYPE
Street Vacation
NE 5TH ST
NE B ST
NE C ST
NE BURWOOD MEWS
NE 3RD ST
N
W
E
S
VAC25-0012
NE C Street ROW Vacation
THE CITY OF
BENTONVILLE





Legend

- Adjoining Boundary Line
- Right-of-Way Line
- Easement Line
- Centerline
- Found Monument
- Found Nail
- Utility Pole
- Sewer Manhole (SMH)
- Telephone Riser
- Vacated Right-Of-Way (R/W)

Property Line Table

Line #	Direction	Length
EL1	S87°01'33"E	31.43'
EL2	N87°57'44"W	31.24'

NOTE:

It is to be understood that this sketch is descriptive only of the size, shape and location of the easement and does not constitute a plat or survey of the Grantors' property.

DRAWING LOCATION - \\PANZURA.CEILB.COM\SURVEY\32000\32462\DRAWINGS SURVEY\SURVEYWORK\NG\C STREET VACATION EXHIBIT\32462 C STREET VACAY.DWG -- SAVED BY - PLAMBERT

CEI ENGINEERING ASSOCIATES, INC.
2600 NE 11TH ST, SUITE 300
BENTONVILLE, AR 72712
PHONE: (479) 273-9472
FAX: (479) 273-9644
CORPORATE TBPLS FIRM #10031500

3030 LBJ FREEWAY, SUITE 920
DALLAS, TX 75234
PHONE: (972) 488-3737
FAX: (972) 488-6732

"C" STREET R/W VACATION EXHIBIT

C Street
City of Bentonville, Benton County, Arkansas

Right-of-Way Vacation

SHEET TITLE

PROFESSIONAL OF RECORD	WGG
DESIGNER	EPL
FIELD WORK	KDM
CEI PROJECT NUMBER	32462
DATE	1/8/2025
REVISION	REV-0

SHEET NUMBER

1 OF 1

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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 C Street Home, LLC requesting Street Right-of-Way Vacation (VAC25-0012) within the City of Bentonville, Arkansas be vacated, which said right of way is described as follows:

A TRACT OF LAND BEING A PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 20 NORTH, RANGE 30 WEST OF THE FIFTH PRINCIPAL MERIDIAN. SAID TRACT ALSO BEING A PORTION OF THE RIGHT OF WAY OF NORTHEAST C STREET IN THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS ALSO BEING DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 1/2" REBAR MARKING THE SOUTHWEST CORNER OF LOT 7, BLOCK 1 OF DEMMINGS ADDITION TO THE CITY OF BENTONVILLE FILED FOR RECORD IN THE OFFICE OF THE CIRCUIT CLERK IN PLAT BOOK G AT PAGE 163 BENTON COUNTY, ARKANSAS; THENCE ALONG THE SOUTH LINE OF SAID LOT 7 S87°39'41"E 156.14 FEET TO THE WEST RIGHT OF WAY LINE OF NORTHEAST C STREET for the **POINT OF BEGINNING**; THENCE LEAVING SAID SOUTH LINE AND ALONG SAID WEST LINE N02°20'19"E 551.23 FEET; THENCE LEAVING SAID WEST LINE S87°01'33"E 31.43 FEET TO THE EAST RIGHT OF WAY LINE OF NORTHEAST C STREET; THENCE ALONG SAID EAST LINE S02°21'24"W 584.97 FEET; THENCE LEAVING SAID EAST LINE N87°57'44"W 31.24 FEET TO THE WEST RIGHT OF WAY LINE OF NORTHEAST C STREET; THENE ALONG SAID WEST LINE N02°20'19"E 34.26 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 18,337 SQUARE FEET OR 0.42 ACRES MORE OR LESS.

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

NOW, THEREFORE, BE IT RESOLVED, by the City of Bentonville, Arkansas, that the petition to vacate the above described Right-of-Way is set for a hearing May 27, 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:	5/13/2025	**Submitted By:**	Tracy Billings
Phone:	479-696-0229	**For Department(s):**	Transportation
Email:	tbillings@bentonvillear.com		

Item Type (Check all that apply)

☐ **Informational** ☐ **Bid Award** ☐ **Enter into an Agreement** ☐ **Change Order**
☐ **Recognizing Funds** ☐ **Budget Adjustment** ☐ **Waiver of Bid** ☐ **Emergency Clause**
☐ **Ordinance** ☑ **Resolution** ☐ **Informational**

Title, Recommendation & Justification

Title:	Resolution Setting a Public Hearing for a Utility Easement Vacation (VAC25-0014)
Action Recommendation & Justification:	Approve Resolution to set Public Hearing for May 27, 2025 for Utility Easement Vacation located at Lot 4 of Dimmit Addition (VAC25-0014).
Additional Comments for Consideration (Optional):	
Amount for Approval:	$ 0

Budget Impact

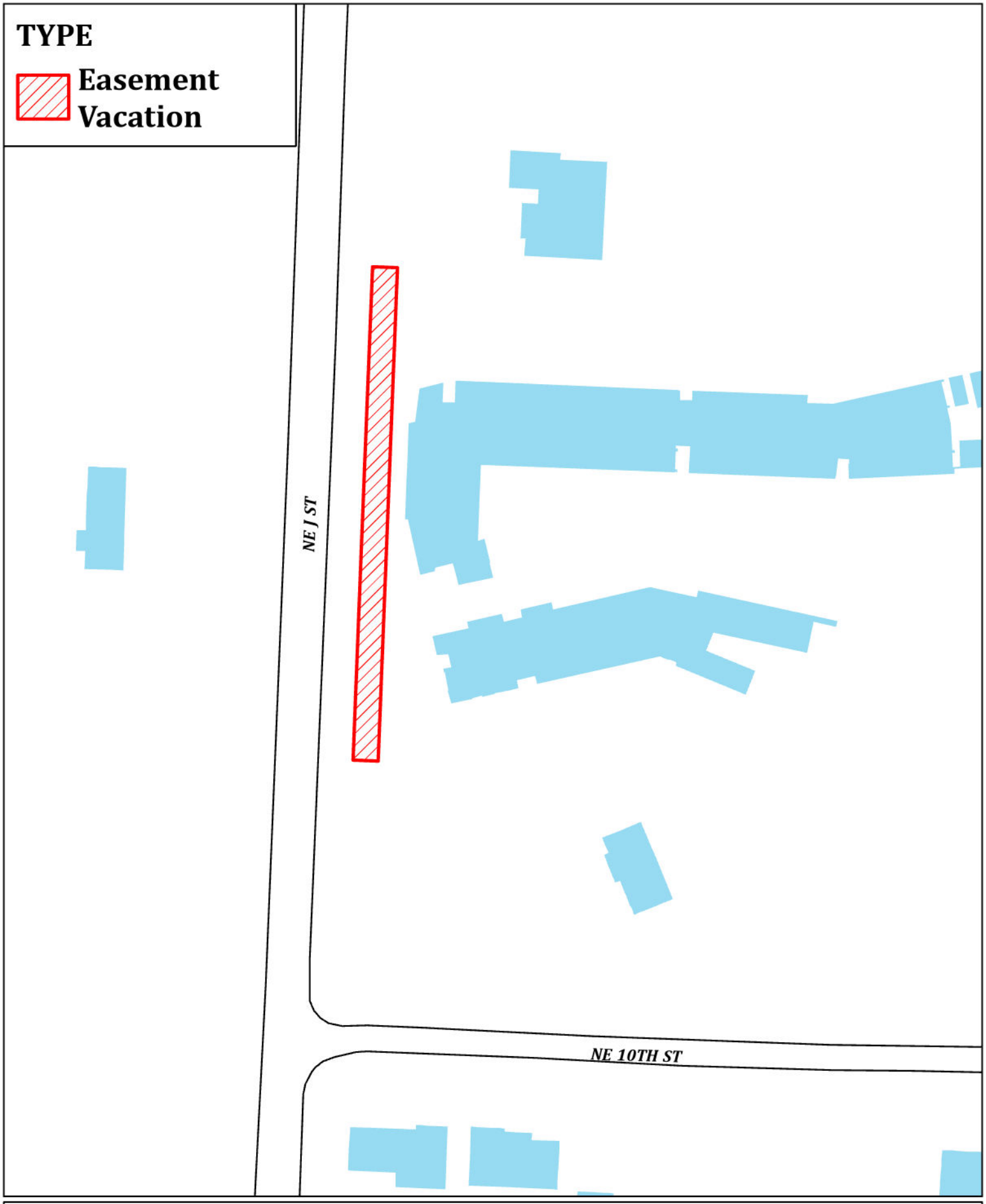
Is this Item Budgeted? ☐ **YES** ☐ **NO** ☐ **ITEM HAS NO COST** ☐ **OTHER:**_____

Budget Adjustment *(to be completed by Finance when applicable)*

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

Fund(s) Impacted (check all that apply) ☐ **General Fund** ☐ **Utility Fund** ☐ **Street Fund** ☐ **Other(s):**_____

Budget Impact Notes for Consideration (Optional):



VAC25-0014
J Street East Utility Easement Vacation
1102 NE J St

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 Dogwood Acres, LLC requesting a utility easement vacation (VAC25-0014) within the City of Bentonville, Arkansas be vacated, which said utility easement is described as follows:

A tract of land in the Northwest Quarter (NW 1/4) of the Northeast Quarter (NE 1/4) of Section 29, Township 20 North, Range 30 West and described as an easement labeled in Plat Book 2015 Page 177 in the public records of Benton County, Arkansas and described by metes and bounds as follows:

BEGINNING at a 1/2-inch rebar with cap 1005 found at the Southwest Corner of Lot 3 per Plat Book 2015 Page 177 in the Public Records of Benton County, Arkansas;
THENCE along the East Right-of-Way Line of Northeast J. Street, North 02°14'27" East, 191.43 feet to a found 1/2-inch rebar with cap 1005;
THENCE continuing along said Right-of-Way, North 02°17'08" East, 201.86 feet to a found 1/2-inch rebar with cap 1005;
THENCE departing said Right-of-Way Line, South 87°49'12" East, 19.84 feet;
THENCE South 02°14'27" West, 393.27 feet to the South Line of said Lot 3;
THENCE along said South Line, North 87°51'36" West, 20.00 feet to the POINT OF BEGINNING containing 7,850 square feet or 0.18 acres, more or less.

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

NOW, THEREFORE, BE IT RESOLVED, by the City of Bentonville, Arkansas, that the petition to close the above described utility easement is set for a hearing May 27, 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:	5/13/2025	**Submitted By:**	Greg Hughes
Phone:	479-696-0204	**For Department(s):**	Parks
Email:	ghughes@bentonvillear.com		

Item Type (Check all that apply)

☐ Informational ☑ Bid Award ☑ Enter into an Agreement ☐ Change Order
☐ Recognizing Funds ☐ Budget Adjustment ☐ Waiver of Bid ☐ Emergency Clause
☐ Ordinance ☑ Resolution ☐ Informational

Title, Recommendation & Justification

Title:	Resolution to Award Bid for Soccer Uniforms to Challenger Teamwear
Action Recommendation & Justification:	A Resolution Awarding Bid IFB-25-14 for soccer uniforms for the fall 2025 / spring 2026 season to Challenger Teamwear per the unit prices with an estimated total of $62,230.00. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	Challenger Teamwear was the second lowest bidder. Despite being the lowest bidder, Kalci Soccer's bid was rejected during evaluation due to documented past performance issues. Parks and Purchasing held a meeting with Kalci Soccer to address performance issues, while encouraging them to submit for the solicitation in 2026. All uniforms are paid for by registration fees for the program.
Amount for Approval:	**$** $62,230.00

Budget Impact

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

Budget Adjustment *(to be completed by Finance when applicable)*

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

Fund(s) Impacted (check all that apply) ☐ General Fund ☐ Utility Fund ☐ Street Fund ☐ Other(s):_____

Budget Impact Notes for Consideration (Optional):

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH CHALLENGER TEAMWEAR, IN AN AMOUNT NOT TO EXCEED SIXTY-TWO THOUSAND TWO HUNDRED THIRTY DOLLARS ($62,230.00), FOR SOCCER UNIFORMS NEEDED FOR THE BENTONVILLE PARKS AND RECREATION SOCCER PROGRAMS; AND FOR OTHER PURPOSES.

WHEREAS, Challenger Teamwear is the second lowest bidder for bid #IFB-25-06;

WHEREAS, the lowest bidder was disqualified due to documented past performance issues;

WHEREAS, this agreement covers uniform expenses for the Bentonville Parks and Recreation 2025-2026 Fall/Spring Soccer Program; and

WHEREAS, this expense is fully funded by 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 agreement with Challenger Teamwear, for the Bentonville Parks and Recreation 2025-2026 Fall/Spring Soccer Program Uniform Expenses, in an amount not to exceed sixty-two thousand two hundred thirty dollars ($62,230.00);

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

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

PASSED AND APPROVED this_____ day of _____, 2025.

APPROVED:

ATTEST:

_____
Stephanie Orman, MAYOR

_____
Malorie Marrs, CITY CLERK

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	5/13/2025	**Submitted By:**	Creek Wenger
Phone:	479-253-5715	**For Department(s):**	Parks and Recreation
Email:	cwenger@bentonvillear.com		

Item Type (Check all that apply)

☐ Informational ☐ Bid Award ☑ Enter into an Agreement ☐ Change Order

☐ Recognizing Funds ☐ Budget Adjustment ☑ Waiver of Bid ☐ Emergency Clause

☑ Ordinance ☐ Resolution ☐ Informational

Title, Recommendation & Justification

Title:	Ordinance Approving a Waiver of Bid to Purchase a Sports Champ Field Groomer
Action Recommendation & Justification:	Approving an Ordinance waiving competitive bidding to purchase a Sports Champ Field Groomer in the amount of $81,834.28. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	The Sports Champ is a turf Cleaner, for the maintenance and upkeep of the Parks and Recreation's artificially turfed fields. The Parks and Recreation department requests to purchase a ride-on turf cleaner which is only available from SMG - Machines Corporation. This is a budgeted item in the 2025 Budget.
Amount for Approval:	**$** 81,834.28

Budget Impact

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

Budget Adjustment *(to be completed by Finance when applicable)*

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

Fund(s) Impacted (check all that apply) ☐ **General Fund** ☐ **Utility Fund** ☐ **Street Fund** ☐ **Other(s):**_____

Budget Impact Notes for Consideration (Optional):

Capital Budget 105030-47410

Memo

To: City Council, Mayor Orman
Thru: David Wright, Parks and Recreation Director
From: Creek Wenger, Parks and Recreation Manager
Date: April 23, 2025
Subject: Waiver of Bid – Purchase of Sports Champ Turf Cleaner from SMG Machines Corporation

---

Council approval of a bid waiver, in the amount of $81,834.28, to SMG Machines Corporation for the purchase of a sports field groomer for artificial surface fields at Memorial and Phillips Park. The Sports Champ Turf Cleaner, is only available from SMG Machines Corporation. This is a budgeted item in the 2025 Parks and Recreation budget.

The turf groomer is essential for maintaining the park's artificially turfed athletic fields. The Sports Champ is the only ride-on turf maintenance equipment available that combines both a vacuum system and a rotating sweeping brush, making it the most effective solution for efficiently cleaning and maintaining artificial turf.

SMG Machines Corporation is the exclusive distributor of the Sports Champ in the United States. No alternative vendors or distributors are authorized to sell this equipment in our market, justifying the waiver of bid. Acquiring this equipment will eliminate the need for multiple, less-effective machines, and will help ensure the continued safety, performance, and longevity of our athletic fields through consistent and reliable maintenance.

Currently, it is estimated that using outside cleaning services, for Phillips and Memorial Parks, would cost $17,000.00 per visit. Parks estimates it can perform at least four thorough sweeps per year with this new equipment. The currently used pull behind units do not include a vacuum system. The Sports Champ includes a vacuum feature that removes debris, sand, and pellets and sifts them for redistribution of clean infill back into the turf.

If you have questions concerning this item, please email Creek Wenger at cwenger@bentonvillear.com or call 479.217.3190.

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

SERVICE CONTRACT: Sports Champ SC3 – Turf Cleaner

THIS CONTRACT is made in Benton County, Arkansas, by and between the City of Bentonville, Arkansas, hereinafter "City," and SMG-Machines Corporation, hereinafter "Provider" (collectively, the "Parties"), Witnesseth:

1. DESCRIPTION. This Contract has been awarded to Provider as a result of Provider's Quote (attached hereto as **Exhibit B**) to the City's Invitation for Quotes, for the maintenance and upkeep of the Parks turfed fields, as specified in the Scope of Work (attached hereto as **Exhibit A**). The work shall consist of the one-time purchase and delivery of the Sports Champ SC3 – Turf Cleaner, as set forth in this Contract and **Exhibit A**.

2. PRIMARY CONTACTS. The primary contact for the Provider shall be _____. The primary contact for the City shall be the City of Bentonville Parks and Recreation Grounds Foreman, or designated assignee.

3. CONTRACT TERM. The term for this Contract shall be sixty (60) 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. Procurement Timeline:

1. Order for Sports Champ SC3 – Turf Cleaner per the unit prices attached herein, shall be placed by the Provider immediately following Purchase Order received from the City.
2. The Provider shall deliver the Sports Champ SC3 to the City within thirty (30) days of receipt of Purchase Order.

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. Any changes to the Scope of Work shall be handled via Change Order to this Contract. No Change Order shall be approved unless approved in writing by the City. All Change Orders must be pre-approved prior to any work commencing, any materials being purchased, or any other fee being incurred related to the Change Order. The City shall not be responsible for Change Orders unless the Change Order is pre-approved in writing by the City.

1. **Owner's (City's) Contingency:** Not applicable

c. Unsatisfactory Results. Provider agrees to remedy any unsatisfactory results, within the terms of this Contract.

d. General. The Provider 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, Provider 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 Provider 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 Provider's operations may be deducted from monies due to Provider.

5. FEES, EXPENSES, AND SCHEDULE. The City agrees to pay Provider based upon the total quote price including tax, as defined herein, for the one-time purchase and delivery. Provider agrees to only deliver the type of goods outlined in this Contract and the Exhibit attached hereto. Fees and contingencies shall be as follows:

a. Total Fee for Services: Not to Exceed $81,834.28 (eighty-one thousand eight hundred thirty-four dollars and twenty-eight cents), including all taxes, materials, and equipment.

b. Owner's Contingency: Not applicable

6. ADDITIONAL SERVICES. Any service outside of the services stated herein and in the Exhibit 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. Provider 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 City agrees to remit an upfront payment of the total purchase price for the Sports Champ SC3 to the Provider upon execution of this Agreement.

b. This upfront payment is intended to secure the order, initiate processing, and cover any initial costs associated with preparing the Sports Champ SC3 for delivery to the City.

c. Unless otherwise specified, the upfront payment is non-refundable, except in the event that the Provider fails to deliver the Sports Champ SC3 in accordance with the agreed specifications and timeline, as outlined in herein.

d. The Provider shall issue a receipt or written confirmation to the Client upon receiving the upfront payment, acknowledging the amount and date received.

8. PAYMENT.

a. Inaccurate Invoicing. In the event that the City becomes credibly informed that any representations of Provider provided in its invoicing are wholly or partially inaccurate, the City may withhold payment of sums then, or in the future, otherwise due to Provider 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 Provider that are specifically for the area in which the service failure occurred, until correction of the service failure is confirmed. In the event that Provider fails to correct the service failure within forty-eight (48) hours of being notified, or if the Provider 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 Provider under this Contract, City may terminate or reduce the amount of services to be provided by Provider under this Contract. In such event, City will notify Provider 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 Provider 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, Provider will proceed with the services as per this Contract as if no dispute existed, and City will continue to make payment for Provider's completed services; and provided further that no dispute will be submitted to arbitration without both Parties' express written consent.

11. INSURANCE. Provider 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 Provider's performance of the work; whether it is to be performed by the Provider, 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 – Each Occurrence

In the event that any interruption or change in insurance coverage may occur, the Provider shall provide the City with thirty (30) days written notice of any such interruptions or changes. Failure to maintain the required insurance will result in the direct breach of this Contract and subsequent termination.

12. INDEMNIFICATION AND HOLD HARMLESS. For purposes of this Contract, Provider 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 Provider, its affiliates, subsidiaries, employees, agents, assignees, and subProviders and their respective employees and agents. Provider 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.

[This space has been intentionally left blank]

13. SAFETY AND SUPERVISION. The Provider shall be solely responsible for the safety, supervision and direction of Provider's employees and personnel while performing the work pertaining to this Contract. The Provider shall utilize their best skills and general industry best practices to ensure a safe work environment for the Provider, Provider's employees and personnel, and the civilians that may be located within work site(s) at the time when work is being performed. The Provider 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.

14. TAXES, LICENSES AND PERMITS. The Provider 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.

15. DAMAGES. All operations pertaining to the services described herein shall be confined to the areas awarded to Provider as set forth herein and as are described in the Exhibit attached hereto, unless otherwise permitted by written communication from the City. The Provider shall be solely liable for any damages caused by Provider, or Provider's employees or personnel, to such premises or otherwise in performance of this Contract.

16. 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.

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

18. INDEPENDENT PROVIDER. Provider is an independent Provider and is not an agent or employee of City.

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

20. 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 Benton County Circuit Court of Benton County, Arkansas.

21. 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.

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

_____(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:_____

SMG-Machines Corporation

Address:_____

_____

_____

Date:_____

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 A

SCOPE OF WORK

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

SCOPE OF WORK

The purchase and delivery of Sports Champ SC3 – Turf Cleaner, for the maintenance and upkeep of the Parks and Recreation turfed fields. Delivery must be made to the specified location within the agreed-upon timeframe.

Location:

Lead Time: 4 Weeks after receipt of Purchase Order

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

PROVIDER'S QUOTE

SMG Machines Corporation
1615 Environs Ln,
Dalton, GA 30720

Quote

Date	Quote #
4/8/2025	118

Name / Address	Ship To
City of Bentonville 401 NE Moberly Ln. Bentonville, AR 72712	City of Bentonville 401 NE Moberly Ln. Bentonville, AR 72712

Delivery by	Rep
LTL - DAP	LB

Item	Description	Qty	Cost	Total
8800090	SportChamp SC3D 4 HL Multifunctional ride-on machine for the maintenance of artificial turf; 16,1 kW (21,9 HP); 3 cylinder water-cooled Kubota diesel engine; time-cycle controlled dedusting of the filter; hydrostatic driven; hydraulic hoisting cylinders for the frontal machining attachments and the filterbox; quick coupling system for the attachments; weight: 805 kg		51,547.50	51,547.50T
6220935	levelling brush device optional single row brush for the rear of the SportChamp; for the brushing of the aritficial turf fibre		1,239.75	1,239.75T

Terms of payment: Advance payment

Total

SMG Machines Corporation
1615 Environs Ln,
Dalton, GA 30720

Quote

Date	Quote #
4/8/2025	118

Name / Address	Ship To
City of Bentonville 401 NE Moberly Ln. Bentonville, AR 72712	City of Bentonville 401 NE Moberly Ln. Bentonville, AR 72712

Delivery by	Rep
LTL - DAP	LB

Item	Description	Qty	Cost	Total
6211213	SportChamp rotating brush device rotating brush device with vacuum for the top cleaning of infilled artificial turf systems; intensive cleaning works, put upright fibres and loosening of the infilling and individual surface hardening; precisely adjustable working depth and a unique design of the chassis for a optimal redistribution of the infill and levelling of the field to reduce infill - and microplastic migration; adjustable sieve from 4-10 mm; working width 1.100 mm; weight: 135 kg; dimensions: 1320 x 1240 x 505 mm		12,789.00	12,789.00T
6400132	decompacting device SC1.32 For remove dirt from corners or for example to vacuum infill materials out of drainage channels and other inaccessible areas; vacuum hose 4000 cm; width handle and support for hang on the vacuum hose while driving; dimensions shipping: 1660 x x 660 x 450 mm		3,197.25	3,197.25T

Terms of payment: Advance payment

Total

SMG Machines Corporation
1615 Environs Ln,
Dalton, GA 30720

Quote

Date	Quote #
4/8/2025	118

Name / Address	Ship To
City of Bentonville 401 NE Moberly Ln. Bentonville, AR 72712	City of Bentonville 401 NE Moberly Ln. Bentonville, AR 72712

Delivery by	Rep
LTL - DAP	LB

Item	Description	Qty	Cost	Total
6400093	rigid brush device SC1.22 Rigid brush device with vacuum for maintain the top surface, put upright fibres and keep loosen the entire pitch; working width 1.600 mm; weight: 26 kg; dimensions: 1700 x 530 x 300 mm; dimensions shipping: 1400 x 600 x 400 mm		1,154.40	1,154.40T
6238775	brush unit		529.30	529.30T
6220297	Tow behind magnet ML1500 Tow behind magnet for the collection of metal debris on artificial turf; aluminium housing; heavy duty tires with ball bearings; quick clean mechanism; towing bar; forklift slots;		750.00	750.00T
3901000	Freight Costs		1,250.00	1,250.00T
			0.00%	0.00

Terms of payment: Advance payment	**Total**	$72,457.20

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 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: Parks and Recreation | Department 2 (if applicable)

Supplier Name: SMG Machines Corporation

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.

- [x] 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.
- [x] 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:All SMG machines are sold exclusively through SMG Machines Corporation in the U.S.
There are no other authorized suppliers or distributors for these products in this market.

FURTHER JUSTIFICATION

Is this sole source based on performance specifications, and if so, what is the unique performance requirement?

The Sports Champ is the only ride-on turf cleaning equipment, featuring a vacuum and a rotating sweeping brush.

And, why is this feature necessary?

To efficiently and effectively clean and maintain the turf fields.

Can requirements be modified so that the services or commodity may be competitively bid? If no, why?

NO- There are no other authorized suppliers or distributors for these products in this market.

Are there patent, copyright, or proprietary rights which make the required service or commodity unavailable from other sources? If yes, describe.

N/A

What would the agency do if the service or commodity were no longer available?

We would need to purchase multiple pieces of equipment to do the job, and even then, those products would not match the capabilities of this piece of equipment.

Detail any program considerations, which make the use of a "Sole Source" critical to the agency.

SMG Machines Corporation is the U.S. subsidiary of SMG Sportplatzmaschinenbau GmbH and the exclusive source for SMG equipment in the United States.
All SMG machines are sold exclusively through SMG Machines Corporation in the U.S.
There are no other authorized suppliers or distributors for these products in this market

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 atte

Signature [redacted] Date 3/10/20

Print Name Chris Flores Title Foreman

E-mail Address cflores@bentonvillear.com Phone # 479-418-8642

Purchasing and Compliance Manager Approval

☑ Justification appears appropriate. ☐ Justification appears inappropriate. Explanation is attached.

Purchasing and Compliance Signature [redacted] Date 4/9/25

City of Bentonville
401 NE Moberly Lane
Bentonville, AR 72712

Dalton, 07/03/25

Subject: Sole Source Letter for SMG Machines Corporation

To Whom It May Concern,

SMG Machines Corporation is the U.S. subsidiary of SMG Sportplatzmaschinenbau GmbH and the exclusive source for SMG equipment in the United States.

All SMG machines are sold exclusively through SMG Machines Corporation in the U.S. There are no other authorized suppliers or distributors for these products in this market.

For any further information, please feel free to contact us.

Sincerely,

[redacted]

Andreas Mekle
Group Commercial Manager

SMG Machines Corporation
1615 Environs Ln
Dalton, GA 30720, USA
Phone: +1 (762)-226-1424

Sales: sales.us@smg-machines.com
Service: service.us@smg-machines.com
General: inquiry.us@smg-machines.com

www.smg-machines.us

SMG Sportplatzmaschinenbau GmbH - Robert-Bosch-Strasse 3 - 89269 Vöhringen

City of Bentonville
401 NE Moberly Ln.
Bentonville, AR 72712
United States of America

Quote

Invoice number	AN2500013
Date	07.01.2025
Customer number	D19149
Revisor	Andreas Mekle

Please indicate in case of all queries !

Reference:	SportChamp + attachments	Our VAT-No.:	DE262026384
Your reference:	Alex/Scott	Your VAT-No.:	
Your receipt / date:	E-Mail: / 04.01.2025	Your tax No:	
Dispatch by:	forwarder	E-Mail:	Andreas.Mekle@smg-machines.com
Terms of delivery:	DAP	Tel.:	07306-9665 14
Delivery date:	07.01.2025	Quote valid until	06.02.2025

Thank you very much for your inquiry. We take pleasure in submitting our net price quotation, which is based to our Terms of and Conditions of Trading (subject to alteration).

Pos.	Article No. Description	Quantity	Unit	Unit price	Total price
	The transaction will be handled via SMG Machines Corporation, located in Dalton, GA.				
1	8800090 **SportChamp SC3D 4 HL** **3 cylinder water-cooled diesel engine** Multifunctional ride-on machine for the maintenance of artificial turf; 16,1 kW (21,9 HP); 3 cylinder water-cooled Kubota diesel engine; time-cycle controlled dedusting of the filter; hydrostatic driven; hydraulic hoisting cylinders for the frontal machining attachments and the filterbox; quick coupling system for the attachments; weight: 805 kg SMG dust filters comply with DIN EN60335-2-69/dust class "M" and EN779 "F8" or "F9"; powerful turbine and SMG dust filter for the filtration of dust with a high proportion of fines as well as granulate/fibre abrasion (microplastic). Options: - several attachments	1	pc.	51.547,50	51.547,50
2	6220935 **levelling brush device**	1	pc.	1.239,75	1.239,75

Carried forward 52.787,25 USD

SMG Sportplatzmaschinenbau GmbH
Handelsregister Memmingen HRB 13511
Ust.-Nr.: DE 262 026 384
D-U-N-S® Nummer: 341142333
Geschäftsführer:
Tobias Owegeser, Daniel Owegeser,
Andreas Friesen

Robert-Bosch-Straße 3
DE-89269 Vöhringen (Germany)
Telefon +49 (0) 73 06 / 96 65 - 0
Telefax +49 (0) 73 06 / 96 65 - 50
www.smg-machines.com
info@smg-machines.com

Commerzbank Ulm (BLZ 630 400 53)
Kto.-Nr. 92 97 979
IBAN: DE49 6304 0053 0929 7979 00
BIC: COBADEFFXXX

Sparkasse Ulm (BLZ 630 500 00)
Kto.-Nr. 21 115 730
IBAN: DE04 6305 0000 0021 1157 30
BIC: SOLADES1ULM

passion for sports grounds

Pos.	Article No. Description	Quantity	Unit	Unit price	Total price
	optional single row brush for the rear of the SportChamp; for the brushing of the aritficial turf fibre; working width 1.300mm;				
3	6211213 **rotating brush device** **- for pitches with sand/rubber infilling -** - rotating brush device with vacuum for the top cleaning of infilled artificial turf systems; intensive cleaning works, put upright fibres and loosening of the infilling and individual surface hardening; precisely adjustable working depth and a unique design of the chassis for a optimal redistribution of the infill and levelling of the field to reduce infill - and microplastic migration; adjustable sieve from 4-10 mm; working width 1.100 mm; weight: 135 kg; dimensions: 1320 x 1240 x 505 mm; dimensions shipping: 1400 x 1250 x 500 mm	1 pc.		12.789,00	12.789,00
4	6400132 **decompacting device SC1.32** SportChamp front attachment for the effective decompacting of infilling material and upright of artificial turf fibres; working width 1.700 mm; exact depth adjustment by four screw spindles; 170 spring steel elements 100 mm lengths - 3mm diameter; weight: 60 kg; dimensions: 1420 x 750 x 300 mm; dimensions shipping: 1500 x 1000 x 500 mm	1 pc.		3.197,25	3.197,25
5	6400093 **rigid brush device SC1.22** - Rigid brush device with vacuum for maintain the top surface, put upright fibres and keep loosen the entire pitch; working width 1.600 mm; weight: 26 kg; dimensions: 1700 x 530 x 300 mm; dimensions shipping: 1400 x 600 x 400 mm	1 pc.		1.152,40	1.152,40
6	6238775 **brush unit**	2 pc.		529,30	1.058,60
7	6220297 **Tow behind magnet ML1500** Tow behind magnet for the collection of metal debris on artificial turf; aluminium housing; heavy duty tires with ball bearings; quick clean mechanism; towing bar; forklift slots; working width 1.500mm (60");	1 pc.		750,00	750,00
8	9900035 **machine instruction/training - on-site training** **by SMG Supervisor**	1 pc.		1.750,00	1.750,00
9	3901000 **freight and packing costs** **Forklift required for unloading - est. transit time - 3-5 business days**	1 pc.		1.250,00	1.250,00

Carried forward 74.734,50 USD

SMG Sportplatzmaschinenbau GmbH
Handelsregister Memmingen HRB 13511
Ust.-Nr.: DE 262 026 384
D-U-N-S® Nummer: 341143333
Geschäftsführer:
Tobias Owegeser, Daniel Owegeser,
Andreas Friesen

Robert-Bosch-Straße 3
DE-88269 Wohringen (Germany)
Telefon +49 (0) 73 06 / 96 65 - 0
Telefax +49 (0) 73 06 / 96 65 - 50
www.smg-machines.com
info@smg-machines.com

Commerzbank Ulm (BLZ 630 400 53)
Kto.-Nr. 92 97 979
IBAN: DE49 6304 0053 0929 7979 00
BIC: COBADEFFXXX

Sparkasse Ulm (BLZ 630 500 00)
Kto.-Nr. 211115 730
IBAN: DE04 6305 0000 0021 1157 30
BIC: SOLADES1ULM

Pos.	Article No. Description	Quantity	Unit	Unit price	Total price
10	1000000 **TAX (9,5%)** If no Tax Exemption Certificate is existing.	1	pc.	7.099,78	7.099,78
	The machines will be available from mid-February.				
			Subtotal	USD	81.834,28
			plus VAT 0% of	81.834,28	0,00
			Total sum	USD	**81.834,28**

Advance payment without discount.

We very much appreciate receiving your corresponding order soonest. For further questions we kindly stand at your disposal. Subject to goods being unsold.

The above prices do not include banking charges. Therefore, banking charges are at your cost.

Subject to prior sale.

SMG Sportplatzmaschinenbau GmbH
Handelsregister Memmingen HRB 13511
Ust.-Nr.: DE 262 026 384
D-U-N-S® Nummer: 341142333
Geschäftsführer:
Tobias Owegeser, Daniel Owegeser,
Andreas Friesen

Robert-Bosch-Straße 3
DE-88299 Vöhringen (Germany)
Telefon +49 (0) 73 06 / 96 65 - 0
Telefax +49 (0) 73 06 / 96 65 - 50
www.smg-machines.com
info@smg-machines.com

Commerzbank Ulm (BLZ 630 400 53)
Kto.-Nr. 92 97 979
IBAN: DE48 6304 0053 0929 7979 00
BIC: COBADEFFXXX

Sparkasse Ulm (BLZ 630 500 00)
Kto.-Nr. 21 115 730
IBAN: DE04 6305 0000 0021 1157 30
BIC: SOLADES1ULM

passion for sports grounds

Allgemeine Geschäftsbedingungen der SMG Sportplatzmaschinenbau GmbH

§ 1 Geltungsbereich
1. Die Geschäftsbedingungen der SMG Sportplatzmaschinenbau GmbH (SMG) finden nur Anwendung auf die in § 310 BGB benannten Unternehmer, juristischen Personen des öffentlichen Rechts oder öffentlich rechtlichen Sondervermögen.
2. Angebote, Angebotsannahmen, Auftragsbestätigungen, Lieferungen und Leistungen der SMG erfolgen ausschließlich aufgrund dieser Geschäftsbedingungen. Diese gelten auch für alle künftigen Geschäftsbeziehungen, selbst wenn sie nicht nochmals ausdrücklich vereinbart werden. Die Geschäftsbedingungen gelten spätestens mit Entgegennahme der Ware oder Leistung als angenommen. Jeglichen Bedingungen oder vertragsinternen Bestimmungen des Kunden wird widersprochen; diese Bestimmungen werden gegenüber der SMG nur wirksam, wenn die SMG diesen Änderungen schriftlich zustimmt.
3. Alle Vereinbarungen, die zwischen der SMG und dem Kunden zur Ausführung dieses Vertrages getroffen werden, sind in diesem Vertrag schriftlich niederzulegen.

§ 2 Angebot und Vertragsschluss
Die Angebote der SMG sind freibleibend und widerruflich. Die Aufträge gelten erst als angenommen, wenn sie von der SMG schriftlich bestätigt werden oder eine stillschweigende Lieferung erfolgt. Absprachen, die mündlich durch Außendienstmitarbeiter der SMG getroffen werden, bedürfen zu ihrer Wirksamkeit der schriftlichen Bestätigung der SMG. Der Auftragsbestätigung der SMG muss binnen drei Tagen widersprochen werden, sonst gilt der Vertrag in allen Einzelheiten als vom Käufer als angenommen. Zeichnungen, Abbildungen, Maße, Gewichte und sonstige Leistungsangaben sind nur verbindlich, wenn dies ausdrücklich vereinbart wird. Die Verkaufsangestellten der SMG sind nicht befugt, mündliche Nebenabreden zu treffen oder mündliche Zusicherungen zu geben, die über den Inhalt des schriftlichen Vertrages hinausgehen.

§ 3 Preise
1. Die Preise gelten mangels besonderer Vereinbarung ab Werk, einschließlich Ladung im Werk, jedoch ausschließlich Verpackung und Entladung. Zu den Preisen kommt die Umsatzsteuer in der jeweiligen gesetzlichen Höhe hinzu.
2. Soweit nichts anderes angegeben ist, hält sich die SMG 30 Tage an die in ihren Angeboten genannten Preise. Maßgeblich sind die in der Auftragsbestätigung der SMG genannten Preise zuzüglich der jeweiligen gesetzlichen Mehrwertsteuer.
3. Die Kosten der Verpackung sowie Transport- und etwaige Transportversicherungskosten hat der Abnehmer zusätzlich zu zahlen. Bei Auslandslieferungen gehen Zollkosten und Gebühren zu Lasten des Kunden.

§ 4 Anzahlung
1. Bei Aufträgen ab einem Preis oberhalb von € 50.000,00 brutto ist mit unserer Auftragsannahme eine Anzahlung von 30% des vereinbarten Preises zur Zahlung fällig.
2. SMG kann die Auftragserfüllung vom Eingang der Anzahlung abhängig machen.

§ 5 Lieferung, Fristen für Lieferung, Verzug, Haftungsbeschränkung
Liefertermine oder –fristen, die verbindlich oder unverbindlich vereinbart werden können, bedürfen der Schriftform. Die Lieferfrist wird mit der Aufgabe der Ware zum Transport gewahrt.
Nach Überschreiten einer unverbindlichen Lieferzeit von 4 Wochen kann der Kunde die SMG auffordern, binnen angemessener Frist zu liefern. Mit dieser Mahnung kann ein Lieferverzug begründet werden. Ist für die Leistung der SMG eine Mitwirkung des Kunden erforderlich oder vereinbart, so verlängert sich die Lieferzeit um die Zeit, die der Kunde dieser Verpflichtung nicht nachgekommen ist.

Bei Verzögerungen in Folge einer veränderten Anforderung des Kunden oder bei unrichtiger und nicht rechtzeitiger – unverschuldeter – Selbstbelieferung, verlängert sich der Liefer- oder Leistungstermin entsprechend.

Soweit die SMG ihre vertraglichen Leistungen in Folge Arbeitskampf, höherer Gewalt oder anderer für die SMG unabwendbarer Umstände nicht oder nicht fristgerecht erbringen kann, verlieren Termine und Fristen, die sich am ursprünglichen Vertragsgegenstand orientieren ihre Gültigkeit. Die SMG hat Anspruch auf erbrachte Teilleistungen. Die SMG ist zum Rücktritt berechtigt, wenn in Folge nicht vorhersehbarer, durch zumutbare Aufwendungen nicht überwindbare Leistungshindernissen Teile, die für die Herstellung der Produkte notwendig sind, nicht mehr oder nicht innerhalb eines wirtschaftlich sinnvollen Zeitraums lieferbar sind.

Kommt die SMG mit ihrer Leistung in Verzug, kann der Kunde eine angemessene Nachfrist zur Lieferung der Sache setzen, mit dem Hinweis, dass er die Abnahme der Sache nach Ablauf der Frist ablehnt. Die Nachfrist soll 14 Tage betragen; soweit es sich um Sonderkonstruktionen handelt soll die Nachfrist 21 Tage betragen.

Hat die SMG die Nichteinhaltung verbindlich zugesagter Fristen und Termine zu vertreten oder befindet sie sich im Verzug mit abgelaufener Nachfrist, so hat der Käufer Anspruch auf eine Verzugsentschädigung in Höhe von 0,5% des Nettorechnungsbetrages für jede Woche des Vollzugs. Insgesamt hat der Kunde Anspruch auf höchstens 5% des Preises für den Teil der Lieferung, der wegen des Verzugs nicht zweckdienlich in Einsatz genommen werden konnte.

Entschädigungsansprüche des Kunden, die über die vorgenannten Grenzen hinausgehen, sind in allen Fällen verspäteter Lieferung, auch nach Ablauf einer der SMG etwa gesetzten Nachfrist, ausgeschlossen. Dies gilt nicht, soweit sie auf Vorsatz oder grobe Fahrlässigkeit der SMG, seiner Vertreter oder Erfüllungsgehilfen beruhen oder wenn irgendeine wesentliche Vertragspflicht auf Seiten der SMG verletzt wurde. Eine Änderung der Beweislast zum Nachteil des Kunden ist hiermit nicht verbunden. Das gesetzliche Rücktrittsrecht des Kunden bleibt unberührt.

Werden Versand bzw. Annahme des Liefergegenstandes aus Gründen verzögert, die der Kunde zu vertreten hat, so werden ihm, beginnend 14 Tage nach Meldung der Versand- bzw. Abnahmebereitschaft, die durch die Verzögerung entstandenen Kosten berechnet.

§ 6 Gefahrübergang Abnahme
Die Gefahr geht auf den Käufer über, sobald die Sendung an die den Transport ausführenden Personen übergeben worden ist, zum Zwecke der Versendung das Lager der SMG verlassen hat oder 14 Tage nach Mitteilung der Versandbereitschaft durch die SMG.

Der Kunde ist verpflichtet, gelieferte Gegenstände auch dann anzunehmen, wenn geringfügige Mängel vorhanden sind.

§ 7 Gewährleistung
Der Kunde muss die Ware unverzüglich untersuchen und etwaige Rügen schriftlich erheben.
Für Rechtsmängel und Garantien haftet die SMG unbeschränkt. Das Gleiche gilt für Schäden aus Verletzung des Lebens, des Körpers und der Gesundheit, die von Organen oder Erfüllungsgehilfen der SMG verursacht werden. Die Haftung nach dem Produkthaftungsgesetz bleibt unberührt.

Für vorsätzliche oder grob fahrlässige Pflichtverletzungen haftet die SMG mit der Maßgabe, dass in den Fällen grob fahrlässiger Schadenverursachung durch einfache Erfüllungsgehilfen die Haftung auf entfernte Folgeschäden auf die Höhe des 5fachen des Vertragspreises beschränkt ist.

Für leichte Fahrlässigkeit haften die Organe der SMG und deren Erfüllungsgehilfen begrenzt auf den vertragstypisch vorhersehbaren Schaden unter Ausschluss der Haftung für weitere Folgeschäden in Höhe von maximal dem 3fachen des Vertragspreises.

Sofern das Schadenereignis von der Haftpflichtversicherung der SMG erfasst ist, ist die Ersatzpflicht auf die Versicherungsleistung beschränkt.

Bei Rückgriffsansprüchen anderer Unternehmer ist der Ausgleich auf den Ersatz des unmittelbaren Schadens oder auf die Versicherungsleistung begrenzt.

Die SMG übernimmt keine Verantwortung dafür, dass die Ware für einen bestimmten Zweck geeignet ist, es sei denn, sie hat diese Haftung ausdrücklich bestimmt. Für Defekte der Ware, die auf eine Warenbeschreibung oder Spezifikation des Kunden zurückgehen, übernimmt die SMG keine Verantwortung.

Werden Betriebs- oder Wartungshinweise der SMG nicht befolgt, Änderungen an den Produkten vorgenommen, Teile ausgewechselt oder Verbrauchsmaterialien verwendet, die nicht den Originalspezifikationen entsprechen, entfällt die Gewährleistung, soweit der Kunde die substantiiert vorgebrachte Behauptung, dass erst einer dieser Umstände den Mangel herbeigeführt hat, nicht widerlegt. Die Gewährleistungsfrist beträgt 1 Jahr, gerechnet ab Lieferung. Ein Nacherfüllungs-/Nachbesserungsanspruch ist ausgeschlossen, wenn eine Nachbesserung mit einem unverhältnismäßigen Aufwand verbunden wäre. Die Nacherfüllung/Nachbesserung erfolgt grundsätzlich kostenfrei.
Liegt ein von der SMG zu vertretender Mangel der Kaufsache vor und ist die SMG zur Mangelbeseitigung oder Ersatzlieferung nicht bereit oder nicht in der Lage, ist der Käufer nach seiner Wahl berechtigt, vom Vertrag zurückzutreten oder den Kaufpreis zu mindern.

§ 8 Eigentumsvorbehalt
1. Bis zur Erfüllung aller Forderungen (einschließlich sämtlicher Saldoforderungen aus Kontokorrent), die der SMG gegen den Kunden zustehen, bleibt die Ware Eigentum der SMG. Die SMG gibt die ihr zustehenden Sicherheiten auf Verlangen des Kunden insoweit frei, als der realisierbare Wert der Sicherheiten die der SMG zustehenden Forderungen übersteigt. Die Auswahl der freizugebenden Sicherheiten trifft die SMG.
2. Der Kunde ist berechtigt, die Vorbehaltsware im gewöhnlichen Geschäftsbetrieb zu benutzen, zu verarbeiten oder weiterzuveräußern, solange er nicht in Verzug ist. Verpfändungen oder Sicherungsübereignungen sind unzulässig. Die aus dem Weiterverkauf oder einem sonstigen Rechtsgrund bezüglich der Vorbehaltsware entstehenden Forderungen (einschließlich aller Saldoforderungen aus Kontokorrent) tritt der Kunde sicherungshalber in vollem Umfang an die SMG ab. Die SMG ermächtigt den Kunden widerruflich, die an sie abgetretenen Forderungen für ihre Rechnung im eigenen Namen einzuziehen. Diese Einzugsermächtigung kann nur widerrufen werden, wenn der Kunde seinen Zahlungsverpflichtungen nicht ordnungsgemäß nachkommt.

Sind Waren verarbeitet und ist die Weiterverarbeitung auch mit Teilen, an denen die SMG kein Eigentum hat, erfolgt, so erwirbt SMG entsprechendes Teileigentum. Dasselbe gilt im Falle der Vermischung von Gütern der SMG mit denjenigen anderer.

Bei Pfändungen und sonstigen Eingriffen Dritter hat der Kunde die SMG unverzüglich zu benachrichtigen, damit die SMG ihre Eigentumsrechte durchsetzen kann. Soweit der Dritte nicht in der Lage ist, der SMG die hierdurch entstandenen gerichtlichen und außergerichtlichen Kosten zu erstatten, haftet der Kunde.

Bei Zahlungsverzug oder Zahlungsschwierigkeiten oder bei vertragswidrigem Verhalten des Kunden ist die SMG berechtigt, die Vorbehaltsware zurückzunehmen oder gegebenenfalls die Abtretung der Herausgabe der Ansprüche des Kunden gegenüber Dritter zu verlangen. Die Rücknahme der Ware gilt nur dann als Rücktritt vom Vertrag, wenn dies die SMG ausdrücklich in schriftlicher Form angezeigt hat. Alle mit der Rücknahme verbundenen Transport- und Lagerkosten gehen zu Lasten des Kunden. Das Gleiche gilt für eine etwaige Wertminderung.

§ 9 Zahlungsbedingungen
1. Bei Zahlungen innerhalb von zehn Tagen nach Rechnungsstellung ist ein Abzug von 2% Skonto gestattet. Dies gilt nicht für Zahlung mit Wechsel. Der Verkäufer ist berechtigt, trotz anders lautender Bestimmungen des Kunden, Zahlungen zunächst auf dessen ältere Schulden anzurechnen. Über die Art der erfolgten Verrechnung wird die SMG den Käufer informieren.
   Sind bereits Kosten und Zinsen entstanden, so ist die SMG berechtigt, die Zahlung zunächst auf die Kosten, dann auf die Zinsen und zuletzt auf die Hauptleistung anzurechnen.
2. Eine Zahlung gilt erst dann als erfolgt, wenn die SMG über den Betrag verfügen kann. Im Falle der Zahlung durch Scheck oder Wechsel gilt die Zahlung erst als erfolgt, wenn der Scheck oder Wechsel von einer Bank eingelöst wird. Im übrigen gelten die gesetzlichen Bestimmungen über den Verzug und die Höhe der Verzugszinsen, wenn der Kunde keinen geringeren Schaden nachweist.

Falls der Kunde seinen Zahlungsverpflichtungen am Fälligkeitsdatum nicht nachkommt, kann die SMG – ohne die Aufgabe weiterer ihr zustehender Rechtsansprüche – den Vertrag kündigen und weitere Lieferungen an den Kunden aussetzen und die gesamte Restschuld fällig stellen.

Der Kunde ist zur Aufrechnung, Zurückbehaltung oder Minderung nur berechtigt, wenn die Gegenansprüche rechtskräftig festgestellt worden oder unstreitig sind. Zur Zurückbehaltung ist der Kunde wegen Gegenansprüchen aus demselben Vertragsverhältnis berechtigt.

§ 10 Unmöglichkeit, Vertragsanpassung
Soweit die Lieferung unmöglich ist, ist der Kunde berechtigt, Schadenersatz zu verlangen, es sei denn, dass die SMG die Unmöglichkeit nicht zu vertreten hat. Jedoch beschränkt sich der Schadenseratzanspruch des Kunden auf 10% des Wertes desjenigen Teils der Lieferung, der wegen der Unmöglichkeit nicht in zweckdienlichen Betrieb genommen werden kann. Diese Beschränkung gilt nicht, soweit in den Fällen des Vorsatzes, der groben Fahrlässigkeit oder der Verletzung einer wesentlichen Vertragspflicht gehaftet wird. Eine Änderung der Beweislast zum Nachteil des Kunden ist hiermit nicht verbunden. Das Recht des Kunden zum Rücktritt vom Vertrag bleibt unberührt. Bei vorübergehender Unmöglichkeit kommt § 4 (Lieferung, Fristen für Lieferung, Verzug, Haftungsbeschränkung) zur Anwendung.

Sofern unvorhersehbare Ereignisse i. S. v. § 4 dieser AGB die wirtschaftliche Bedeutung oder den Inhalt der Lieferung erheblich verändern oder auf den Betrieb der SMG erheblich einwirken, wird der Vertrag unter Beachtung von Treue und Glauben angemessen angepasst. Soweit dies wirtschaftlich nicht vertretbar ist, steht der SMG das Recht zu, vom Vertrag zurückzutreten. Macht die SMG von diesem Rücktrittsrecht Gebrauch, so hat sie dieses nach Erkenntnis der Tragweise des Ereignisses unverzüglich dem Kunden mitzuteilen. Dies gilt auch dann, wenn zunächst mit Kunden eine Verlängerung der Lieferzeit vereinbart war.

§ 11 Anwendbares Recht, Gerichtsstand
Für diese Geschäftsbedingung und die gesamten Rechtsbeziehungen zwischen der SMG und dem Kunden gilt das Recht der Bundesrepublik Deutschland.

Soweit der Kunde Vollkaufmann, juristische Person des öffentlichen Rechts oder öffentlich rechtlich sondervermögend ist, ist der Sitz der SMG ausschließlicher Gerichtsstand für alle sich aus dem Vertragsverhältnis unmittelbar oder mittelbar ergebenden Streitigkeiten.

Sollte eine Bestimmung in diesen Geschäftsbedingungen oder eine Bestimmung im Rahmen sonstiger Vereinbarungen unwirksam sein oder werden, so wird hiervon die Wirksamkeit aller sonstigen Bestimmungen oder Vereinbarungen nicht berührt.

General Terms and Conditions of Business of SMG Sportplatzmaschinenbau GmbH

§ 1 Area of applicability
1. The General Terms and Conditions of Business of SMG Sportplatzmaschinenbau GmbH (SMG) are only applicable to transactions with commercial enterprises and legal persons or entities under public law named in § 310 of the German Civil Code.
2. Offers, the acceptance of offers, order confirmations, deliveries and other services performed by SMG are subject exclusively to these terms and conditions of business. They also apply to all future business dealings even if they are not again expressly agreed. The Terms and Conditions of Business are deemed to have been accepted at the latest when goods and/or performance are accepted. All conditions or contractual stipulations of the customer will have validity for SMG only if SMG has accepted such changes in writing.
3. All agreements made between SMG and the customer in connection with the fulfilment of this contract must be included in it in writing.

§ 2 Offer and Conclusion of Contract
SMG's offers are subject to confirmation and revocable. Orders are first deemed to be accepted when they have been confirmed in writing by SMG or implicitly fulfilled. Oral agreements arrived at with SMG field workers must be confirmed in writing by SMG to be effective. If no objection to an order confirmation is raised within three days the contract is deemed to have been accepted by the customer in its entirety. Drawings, illustrations, dimensions, weight and other information relating to performance are binding only if these have been expressly agreed. SMG sales personnel are not authorized to make ancillary agreements or to give oral assurances which go beyond the contents of the written contract.

§ 3 Prices
1. In the absence of any special agreement to the contrary, prices are ex-works, including loading in the works, but excluding packing and unloading. To the prices is added VAT at the rate applicable at the time in question.
2. If no other price is quoted SMG remains bound for 30 days by the offer price given in SMG's order confirmation plus the applicable VAT.
3. The costs of packing, transport and any transport insurance are borne by the customer, as are customs duties in the case of export orders.

§ 4 Deposit
1. For orders above a gross price of more than € 50,000.00 a 30% deposit of the agreed price is payable after order acceptance.
2. SMG may fulfill the order dependent on the receipt of the deposit.

§ 5 Deliveries, delivery times, default or delay, limitations of liability
Delivery dates or times, which may be agreed to be binding or non-binding, must be in writing. The delivery time counts from the time of handover to the transport facility.

If a non-binding delivery time of 4 weeks is exceeded the customer can require SMG in writing to complete delivery within a further, reasonable, specified period of time. Failure to comply with this requirement can constitute grounds for claiming that the supplier is in default. If the customer's cooperation is necessary or has been agreed for the performance of SMG, the delivery time is lengthened by the length of time the customer fails to fulfil his obligation.

Following delays caused by a customer's changed instructions or in the case of incorrect and late deliveries, for which the supplier cannot be held responsible, the delivery time is correspondingly lengthened

If SMG cannot fulfil, or cannot fulfil in time, its contractual commitments as a result of a labour dispute, force majeure or some other circumstance beyond SMG's control, contractually agreed dates and delivery times lose their validity. SMG is entitled to charge for completed part-performance. SMG is entitled to withdraw from the contract if, as a result of unforeseeable impediments to performance which cannot be overcome by reasonable expenditure, i.e. the inability to obtain, or to obtain within an economically sensible period of time, parts which are essential in the manufacture of the product.

If there is a delay in delivery, the customer can allow SMG an appropriately extended period of time while also giving notice that acceptance will be refused if the period of grace is exceeded. This extra period of grace should be 14 days or, in the case of a special construction, 21 days.

If SMG is responsible for non-adherence to binding delivery dates and times, and has exceeded the extra period of grace, the customer is entitled to default compensation amounting to 0,5% of the net invoice price for each complete week of delay. The customer is entitled to a maximum of 5% of the price of the part of the delivery which could not be put to use because of the delay.

In all cases of late delivery, including failure to observe the period of grace given to SMG, compensation beyond the limits specified above is excluded. This does not apply if the delay is attributable to the wilful or grossly negligent conduct of SMG, its representatives, servants or agents, or if SMG has failed to fulfil an important contractual responsibility. This is not linked to any change in the burden of proof which would be to the disadvantage of the customer. The legal right of the customer to withdraw from the contract remains unaffected.

If the customer is responsible for a delay in the despatch or acceptance of the delivery item he will be charged for the expense caused by the delay, starting 14 days after he has been notified that the supplier is ready to despatch or effect delivery.

§ 6 Passing over of risk, acceptance
Risk passes to the customer as soon as the goods are handed over to the persons carrying out the transport, after they leave SMG's store facility, or 14 days after SMG's notification of readiness to despatch.

The customer is obliged to accept delivered goods, also when there are minor defects or deficiencies.

§ 7 Warranty
The customer must inspect the goods without delay and report any defects or deficiencies in writing.
SMG has unlimited liability for defects or deficiencies in title and guarantees. The same applies to personal injury or damage to health caused by organs or agents of SMG. Liability pursuant to product liability law remains unaffected..

SMG bears liability for wilful or grossly negligent violations of contractual duty with the proviso that in cases of damage caused by the gross negligence of persons employed to assist in the performance of the contractual obligation, liability for remote consequential damage is limited to five times the contractual price.

SMG bears liability for minor negligence on the part of its organs and their officers limited to contract-typical, foreseeable damage excluding liability for further consequential damage amounting to a maximum of three times the contracted price.

Insofar as the case of damage is covered by SMG's third party liability insurance the obligation to pay compensatory damages is limited to the insurance benefit.

In the case of recourse claims made by other firms the compensatory settlement is limited to compensation for the direct damage or to the insurance benefit.
SMG bears no responsibility for ensuring that the goods are suitable for a particular purpose unless such liability has been expressly stipulated. SMG bears no responsibility for defects in the goods which derive from a description of the goods or specifications provided by the customer.

The warranty becomes invalid if SMG's maintenance instructions are not followed, modifications are made to the products or replacement parts or materials are used which do not correspond to the original specifications, insofar as the customer does not challenge a substantiated declaration that the defect was originally caused by one of the above circumstances. The warranty period is 1 year from the date of delivery. An obligation to remedy a defect or deficiency complained of is excluded when such remedial improvement would involve disproportionate expenditure. The remedying of defects or deficiencies is basically free of charge.
If the purchased article reveals a defect or deficiency for which SMG is responsible and if SMG is not prepared or able to correct the fault or supply a replacement, the customer may elect to withdraw from the contract or reduce the purchase price.

§ 8 Reservation of title
1. Until all debts owing to SMG have been settled (including all current account claims) by the customer, the goods remain the property of SMG. If requested by the customer, SMG will release the securities to which it is entitled, to the extent that their realisable value exceeds the amount that is owed to SMG by the customer. The choice of the securities to be released is made by SMG.
2. The customer is entitled to use the reserved goods for normal business purposes and to process or sell them as long as he is not in default with payment to SMG. Pledging or using as security is not permissible. The customer assigns to SMG, as security, all claims (including current account settlement claims)he may have arising from resale of the reserved goods or on any other legal basis with regard to the reserved goods SMG revocably empowers the customer, on his own account and in his own name, to call in claims which have been assigned to SMG. This call-in authorization may be revoked only if the customer is in default with payments to SMG.

If the goods have been processed and this further processing has involved using parts in which SMG has no property rights SMG acquires a corresponding part ownership. The same applies if goods from SMG are mixed with goods from other firms.

The customer is required to inform SMG without delay if pledging or any other involvement of third parties with the goods occurs so that SMG can assert its property rights. Insofar as such third party is not able to reimburse SMG for SMG's court and out-of-court costs in asserting its property rights, liability is borne by the customer.

In the customer is in default, has difficulties in making payments or is guilty of conduct in violation of the contract, SMG has the right to recover the reserved goods or if necessary to require the assignment to SMG of the customer's claims against a third party. The recovery of the goods implies withdrawal from the contract only if SMG has stated this expressly in writing. All transport and storage costs linked with the recovery of the goods are borne by the customer. The same applies to any associated reduction in the value of the goods.

§ 9 Conditions of payment
1. A cash discount of 2% may be deducted from payments made within 10 days following presentation of the invoice. This does not apply to payments made with bills of exchange. Notwithstanding other provisions made by the customer, the seller is entitled first of all to set payments made by the customer against older debts. SMG will inform the customer of the way in which payments are assigned.
   If costs have been incurred and interest becomes due, SMG is entitled first to use a payment to cover the costs and meet the interest payments and lastly to reduce or settle the debt itself.
2. A payment is first deemed to have been made when SMG has access to the amount concerned. If payment is made by cheque or bill of exchange the payment is first deemed to have been made when the cheque or bill of exchange has been honoured by a bank. In other respects, the question of default and the amount of default interest are subject to the provisions of the law when the customer does not prove a lesser amount of damage.

In the event that the customer fails to make payment on the due date, SMG can – without relinquishing other legal claims to which it is entitled – give notice of termination of the contract, stop further deliveries to the customer and give notice that the outstanding balance of the customer's debt is immediately due.

The customer is entitled to offset, withhold payment or make a deduction only when counter-claims have been recognized by declaratory judgment or are incontestable. The customer is entitled to withhold payment only when counter-claims arise from the same contractual relationship.

§ 10 Impossibility of performance, adaptation of contract
Should delivery be impossible, the customer is entitled to demand compensatory damages unless SMG is not responsible for the impossibility. The customer's damages claim is, however, limited to 10% of the value of that part of the consignment which could not be put to use because of the impossibility. This limitation does not apply in cases involving liability for wilful misconduct or gross negligence or violation of an important contractual duty. This is not linked to any change in the burden of proof to the disadvantage of the customer. The legal right of the customer to withdraw from the contract remains unaffected.

In the case of temporary impossibility of performance, § 4 (Deliveries, delivery times, default or delay, limitations of liability) applies

Insofar as unforeseen events within the meaning of § 4 of these terms and conditions of business significantly change the commercial importance or contents of the delivery or have an important effect on SMG's business activities the contract , while observing the principles of good faith, will be appropriately adapted. If this is economically not justifiable, SMG has the right to withdraw from the contract. If SMG exercises this right to withdraw, the company must inform the customer without delay as soon as the implications of the occurrence have been recognized. This also applies when an extension of the delivery time was first agreed with the customer.

§ 11 Applicable law, place of jurisdiction
These terms and conditions of business and the whole legal relationship between SMG and the customer are subject to the laws of the Federal Republic of Germany.

In as far as the customer is a businessman, or a legal person or entity under public law, the place where SMG is located is the exclusive place of jurisdiction for all disputes which arise, directly or indirectly, out of the contractual relationship.

Should any provision in these terms and conditions of business or any provision within the context of other agreements be or become ineffective, the remaining provisions or agreements will remain unaffected.

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH SMG MACHINES CORPORATION, IN THE AMOUNT OF EIGHTY-ONE THOUSAND EIGHT HUNDRED THIRTY-FOUR DOLLARS AND TWENTY-EIGHT CENTS ($81,834.28), FOR THE PURCHASE OF A SPORTS CHAMP FIELD GROOMER; WAIVING COMPETITIVE BIDDING; AND FOR OTHER PURPOSES.

WHEREAS, the Bentonville Parks and Recreation Department requests to purchase a Sports Champ Field Groomer to clean artificial surface fields at Memorial and Phillips Park;

WHEREAS, a ride-on groomer is essential to adequately clean the turf for the maintenance and upkeep of the park's artificially turfed athletic fields;

WHEREAS, SMG Machines Corporation is the only provider of said ride-on groomer; therefore, bidding would not result in competitive submittals; and

WHEREAS, this is a budgeted item.

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 SMG Machines Corporation, for the purchase of one (1) Sports Champ Field Groomer, in an amount not to exceed eighty-one thousand eight hundred thirty-four dollars and twenty-eight cents ($81,834.28);

Section 2: Due to the need of a ride-on field groomer only available from SMG Machines Corporation, it would be neither practical nor feasible to advertise for competitive bidding so 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 this _____ **day of** _____**, 2025.**

APPROVED:

ATTEST:

_____
STEPHANIE ORMAN, Mayor

_____
MALORIE MARRS, City Clerk

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	5/13/2025	**Submitted By:**	Creek Wenger
Phone:	479-253-5715	**For Department(s):**	Parks and Recreation
Email:	cwenger@bentonvillear.com		

Item Type (Check all that apply)

☐ Informational ☐ Bid Award ☑ Enter into an Agreement ☐ Change Order

☐ Recognizing Funds ☐ Budget Adjustment ☐ Waiver of Bid ☐ Emergency Clause

☐ Ordinance ☑ Resolution ☐ Informational

Title, Recommendation & Justification

Title:	Resolution to Purchase Four (4) SCAG Cheetah 2 Mowers through Sourcewell
Action Recommendation & Justification:	A Resolution authorizing the purchase of four (4) new SCAG Cheetah mowers from The Hardware Store, through the participation of Sourcewell Contract, in the amount of $65,323.16 plus applicable taxes. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	The acquisition of these new mowers is necessary to replace older, outdated equipment. This investment will ensure that our team has access to modern, reliable tools, enabling them to perform their duties more efficiently and safely. Use of a cooperative is allowed pursuant to Arkansas State Statute §19-11-249. Purchasing performed an evaluation of 031121-SCG, determining that the solicitation was in line with both Arkansas State Statute and the City's Purchasing Policy.
Amount for Approval:	**$** 65,323.16

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

Capital budget 105030-47410

Memo

To: City Council, Mayor Orman

Thru: David Wright, Parks and Recreation Director

From: Creek Wenger, Parks and Recreation Maintenance Manager

Date: April 9, 2025

Re: Resolution authorizing the purchase of four (4) new SCAG Cheetah mowers from The Hardware Store, through the participation of Sourcewell Contract ID #031121-SCG in the amount of $65,323.16 plus applicable taxes.

Resolution authorizing the purchase of four (4) new SCAG Cheetah mowers from The Hardware Store, through the participation of Sourcewell Contract ID #031121-SCG in the amount of $65,323.16 plus applicable taxes. This is a budgeted item. No budget adjustment is needed.

A SCAG Mower is a commercial quality, zero-turn radius mower with a 60” mowing deck. It’s a high quality commercial mower that is very reliable and tough to damage.

This item is a 2025 budgeted item. The acquisition of these new mowers is necessary to replace older, outdated equipment. This investment will ensure that our team has access to modern, reliable tools, enabling them to perform their duties more efficiently and safely.

If you have questions concerning this item, please email Creek Wenger at cwenger@bentonvillear.com or call 479.217.3190.

MEMORANDUM

PURCHASING AND COMPLIANCE DEPARTMENT

TO: ADMINISTRATION

FROM: Kelsi Frederick, Purchasing and Compliance Manager

DATE: May 13, 2025

SUBJECT: The purchase of four (4) new SCAG Cheetah mowers

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he Purchasing Department respectfully requests that the City Council approve a resolution authorizing the purchase of four (4) new SCAG Cheetah mowers from The Hardware Store in the amount of $65,323.16 for use by the Parks Maintenance Division.

This purchase is a budgeted expenditure for the current fiscal year and is necessary to support ongoing maintenance operations within the City's park system. The acquisition will be made utilizing the Sourcewell Cooperative Purchasing Contract ID #031121-SCG, which provides competitively solicited pricing in accordance with public procurement standards.

Use of a cooperative purchasing agreement is allowed pursuant to Arkansas State Statute §19-11-249. The Purchasing Department conducted an evaluation of Sourcewell Contract 031121-SCG and determined that the solicitation process complied with both Arkansas State law and the City's adopted Purchasing and Compliance Policy, which allows for cooperative purchasing in lieu of formal bidding when it serves the City's best interest.

Therefore, the Purchasing Department respectfully requests that City Council approve the resolution authorizing this purchase through the Sourcewell cooperative contract, as outlined.

Please feel free to contact me with any questions.

Kelsi Frederick

(479) 271-3115

kfrederick@bentonvillear.com

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH THE HARDWARE STORE, FOR THE PURCHASE OF FOUR (4) SCAG CHEETAH MOWERS, IN THE AMOUNT OF SIXTY-FIVE THOUSAND THREE HUNDRED TWENTY-THREE DOLLARS AND SIXTEEN CENTS ($65,323.16), PLUS APPLICABLE TAXES; AND FOR OTHER PURPOSES.

WHEREAS, the City of Bentonville Parks and Recreation Department needs to purchase four (4) new SCAG Cheetah mowers from The Hardware Store;

WHEREAS, this purchase is through the participation of Sourcewell Contract ID #031121-SCG;

WHEREAS, the City's Purchasing office performed an evaluation, determining that the solicitation is in line with both Arkansas State Statute §19-11-249 and the City's Purchasing Policy; and

WHEREAS, this is a budgeted item.

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

Section 1: That the Mayor and City Clerk are hereby authorized to enter into an agreement with The Hardware Store, for the purchase of four (4) new SCAG Cheetah mowers, in the amount of sixty-five thousand three hundred twenty-three dollars and sixteen cents ($65,323.16); plus applicable taxes;

Section 2: Since this purchase is being made through participation of Sourcewell Contract ID #031131-SCG, determining that solicitation is in line with both Arkansas State law and the City's Purchasing Policy, this does not need to be bid;

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:

ATTEST:

_____
STEPHANIE ORMAN, Mayor

_____
MALORIE MARRS, City Clerk

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	5/13/2025	**Submitted By:**	Creek Wenger
Phone:	(479)271-3109	**For Department(s):**	Bentonville Parks and Recreation
Email:	Cwenger@bentonvillear.com		

Item Type (Check all that apply)

☐ Informational ☑ Bid Award ☑ Enter into an Agreement ☐ Change Order
☐ Recognizing Funds ☐ Budget Adjustment ☐ Waiver of Bid ☐ Emergency Clause
☐ Ordinance ☑ Resolution ☐ Informational

Title, Recommendation & Justification

Title:	Resolution to Award Bid IFB-25-29 for Lawrence Plaza Splash Pad Resurface
Action Recommendation & Justification:	Resolution authorizing an agreement with Epoxy Coating Specialist, LLC for the Lawrence Plaza Splash Pad resurfacing project, in the amount of $111,300.03. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	Lawrence Plaza's concrete surface has deteriorated from years of use. A new Res-Tek Dek-Guard coating will improve safety, durability, and aesthetics, preserving the facility for continued community use. Epoxy Coating Specialist, LLC was the lowest bid received.
Amount for Approval:	**$** 111,300.03

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

Capital Budget 105030-47390

Memo

To: City Council, Mayor Orman

Thru: David Wright, Parks and Recreation Director

From: Creek Wenger, Parks and Recreation Maintenance Manager

Date: May 13, 2025

Re: Council approval of Bid Award IFB 25-29 to Epoxy Coating Specialist, in the amount of $111,300.03 for the resurfacing of the Lawrence Plaza splash pad and ice rink.

Council approval of Bid Award IFB 25-29 to Epoxy Coating Specialist, in the amount of $111,300.03 for the resurfacing of the Lawrence Plaza splash pad and ice rink. This is a budgeted item.

Lawrence Plaza serves as a key recreational facility for the community, operating as a splash pad in the summer and an ice rink in the winter. Over the past 15 years, the concrete surface has significantly deteriorated due to continuous exposure to water and freezing temperatures. The proposed Res-Tek Dek-Guard Flexible Commercial Coating System will provide a durable, slip-resistant, and temperature-resilient overlay that is compatible with the chilled concrete surface. This upgrade will enhance user safety, improve overall aesthetics, and preserve the integrity of the facility, ensuring it remains a vibrant and functional community space for years to come.

If you have questions concerning this item, please email Creek Wenger at cwenger@bentonvillear.com or call 479.217.3190.

CITY OF BENTONVILLE, ARKANSAS PURCHASING AND COMPLIANCE DEPARTMENT

FORMAL SEALED BID TABULATION

Date of Bid Opening:	4/3/25	Time of Bid Opening:	2:00 PM	IFB-25-28

Solicitation Title: Lawrence Plaza Splash Pad Resurfacing

				Bidders:	Epoxy Coating Specialists, LLC		Milestone Construction Company	
Line Item	Estimated Quantity	Unit of Measure	Description		Unit Price	Extended Price	Unit Price	Extended Price
1	1	Lump Sum	Mobilization, Site Safety, Signage		$0.00	$0.00	$5,232.50	$5,232.50
2	1	Lump Sum	Small-Scale Mockup and Adhesive Testing		$0.00	$0.00	$2,242.50	$2,242.50
3	1	Lump Sum	Full Coating of Adhesive System across 6,000 sq ft surface		$111,300.00	$111,300.00	$99,070.12	$99,070.12
4	1	Lump Sum	Safety Testing of Adhesive Coating		$0.00	$0.00	$1,196.00	$1,196.00
5	1	Lump Sum	Disposal of Debris and Waste Material		$0.00	$0.00	$2,616.25	$2,616.25
6	1	Lump Sum	Final Site Inspection		$0.00	$0.00	$1,196.00	$1,196.00
7	1	Lump Sum	Final Cleanup and Removal of Site Materials		$0.00	$0.00	$747.50	$747.50
8	1	Lump Sum	Project Documentation, Warranty Information and Maintenance Schedule		$0.00	$0.00	$747.50	$747.50
				Total Bid Price	$111,300.00		$113,048.37	

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

TABULATION VERIFICATION

X [redacted]

Purchasing and Compliance Specialist

X [redacted]

Kelsi Frederick
Purchasing and Compliance Manager

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH EPOXY COATING SPECIALIST, LLC, FOR THE LAWRENCE PLAZA RESUFRACING PROJECT, IN THE AMOUNT OF ONE HUNDRED ELEVEN THOUSAND THREE HUNDRED DOLLARS AND THREE CENTS ($111,300.03); AND FOR OTHER PURPOSES.

WHEREAS, Epoxy Coating Specialist is the lowest qualified bidder for bid IFB-25-29;

WHEREAS, this contract covers the resurfacing of the Lawrence Plaza splash pad and ice rink;

WHEREAS, a new Res-Tek Dek-Guard coating will improve safety, durability, and aesthetics, preserving the facility for continued community use; and

WHEREAS, this is a budgeted item;

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

Section 1: That the Mayor and City Clerk are hereby authorized to enter into an agreement with Epoxy Coating Specialist, LLC, in the amount of one hundred eleven thousand three hundred dollars and three cents ($111,300.03), for resurfacing improvements at Lawrence Plaza;

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:	5/13/2025	**Submitted By:**	Josh Stacey
Phone:	479-418-8653	**For Department(s):**	Parks
Email:	jstacey@bentonvillear.com		

Item Type (Check all that apply)

☐ Informational ☐ Bid Award ☐ Enter into an Agreement ☑ Change Order
☐ Recognizing Funds ☐ Budget Adjustment ☐ Waiver of Bid ☐ Emergency Clause
☐ Ordinance ☑ Resolution ☐ Informational ☐ Appointment

Title, Recommendation & Justification

Title:	Resolution Amending the Contract with CEI for Bright Road Trail Construction Administration
Action Recommendation & Justification:	Resolution authorizing the Mayor and City Clerk to enter into an amended agreement, in the amount of $25,000.00, with CEI for additional Bright Road Trail construction administration. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	The original contract was approved by City Council at the April 23, 2024 meeting. This firm was selected following the City's Purchasing Policy for professional services. Additional construction administration is needed due to construction delays caused by unknown utility lines which needed relocation. This increase is funded through grant monies.
Amount for Approval:	**$** 25,000.00

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
		$	$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		$	$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		$	$
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 Members and Mayor Orman
From:	Josh Stacey, Parks and Recreation Deputy Director
CC:	David Wright, Parks and Recreation Director
Date:	May 1, 2025
Re:	Resolution to Amend a Contract with CEI for Bright Road Trail Construction Administration.

Parks and Recreation staff request City Council approval of a resolution authorizing the Mayor and City Clerk to execute an amended agreement with CEI in the amount of $25,000 for additional construction administration services related to the Bright Road Trail project. All funds are paid for via a grant from the Walton Family Foundation. No budget adjustment is required.

Construction on the Bright Road Trail began in August 2024 and is currently 90% complete. However, unforeseen circumstances have delayed the project by approximately 90 days. As a result, CEI requires additional funding to continue providing construction observation and administrative support through project completion.

During work on the north end of the trail, the contractor encountered unknown AT&T lines and a Black Hills Energy gas line. These discoveries necessitated a pause in construction until the utility providers could relocate the lines. The AT&T lines have since been moved, and coordination with Black Hills is ongoing to address the gas line. Once complete, construction will resume in that area. Substantial completion of the trail is anticipated by July 2025.

If you have any questions, regarding this item, please contact me at 418.8653, or email jstacey@bentonvillear.com.

Attachments:
Original CEI Agreement
Amended CEI Contract Agreement

DocuSign Envelope ID: 1464FF62-4D10-4742-9E8D-AEFC369B259B

3108 SW Regency Parkway
Bentonville, AR 72712 / (479) 273-9472
CEI Contact: Carter Smith – cartersmith@ceieng.com

I. PROJECT DESCRIPTION

We appreciate the opportunity to submit this proposal for the Bright Road Sidepath Construction Administration and Observation. This approximately ±5,300 linear feet of 10' concrete sidepath will be located on the East side of SW Bright Road and will replace existing sidewalks along its route. The north end of the sidepath will connect to a future SW Bright Road trail on the north side of SW Regional Airport Road. It will travel south to SW Edinburgh Ave where it will connect to the existing sidepath on the south side of SW Edinburgh Ave. Two crossings from the neighborhood to the east at SW Mesquite Ave and SW Farringdon Ave will be included in the design.

II. SCOPE OF BASIC SERVICES

A. Construction Administration / Construction Observation

CEI is available as needed by Client to provide limited construction administration during the construction phase of this project. Said services, which may also include Client-directed plan changes or other revisions, shall commence upon final approval by the jurisdictional authorities of the permitting review process. Required site observation for this project by the municipality is anticipated to be minimal; the scope of services estimated below may be adjusted for more frequent site visits as requested by Client. Such services may include but are not limited to pre-construction meetings with governmental entities or project team, reviewing contractor submittals, responding to contractor requests for information, construction observation as requested or required by the municipality, project record drawings, and final project site closeout as may be required.

Construction staking and as-built surveys are not included in this proposal, but those services are available to the Owner or Contractor upon request as an additional service.

The Fee below also includes As-Built survey for delivery to the City and DOT upon final completion.

Construction Administration fees are charged only for services related to contractor support, such as responses to Requests for Information (RFIs) or coordination of services such as testing or municipal inspections, services or revisions as requested by Client, or as required for jurisdictional acceptance. Fee estimate above is based on an assumed construction duration of 5 months, or 19 5-day weeks and includes 150 hours of Project Manager, 40 hours of Project Engineer, 192 hours of Construction Observer (assumed 2hr per working day), and miscellaneous administration expenses. Should requested Construction Administration services exceed estimated fees, such additional services shall be invoiced at the standard hourly rates as detailed in Section VI below. Reimbursable expenses are excluded from the fee quoted above. Expenses associated with this phase of services are estimated to be $200 to be invoiced in accordance with Section VI below.

Fees, hourly not to exceed ..... $ 80,000.00

Total Fees **..... $ 80,000.00**

III. RESPONSIBILITY OF CLIENT

Client shall provide to CEI, the following items:

A. Retainer

No retainer is required for this project. A credit limit has been established for Client on this specific project and timely payments are required in order to avoid a cessation of work. Payment for services shall not be dependent on receipt of reimbursement from other parties.

B. Project Documents

Client shall provide the following:

1. None

C. Lien Releases

If the Client requests lien releases, the Client shall be responsible for the administrative costs, associated with processing lien releases at a rate of $100.00 per release.

D. Engineer's Consent to Assign Documents

If the Client or the Client's financial institution requests an Engineer's Consent to Assign Document (or similar), the Client shall be responsible for the administrative costs associated with the processing and the added risk to CEI or the inability to control such risk imposed by non-contractual financial entity's consignment documentation, at a cost of $1,000.00 per consent document. Execution of this agreement does not limit CEI's right to negotiate an assignment that is fair and reasonable for itself and the Client, nor does it guarantee agreement to all assignment terms.

IV. SERVICES NOT INCLUDED / ADDITIONAL SERVICES

In addition to the services described above, CEI is capable and available to provide the following services on an "as requested" basis. An Extra Work Authorization (EWA) form or contract amendment will be issued for any services outside the scope of this proposal. All EWA's or contract amendments will be approved and signed by the Client identified herein prior to beginning work. All additional services will be performed on an hourly basis per the current Schedule of Charges.

- Feasibility study, including physical, political, and/or financial opportunities or constraints
- Contract management and coordination of subconsultants including, but not limited to, the follow services:
  - Geotechnical investigation/report
  - Environmental studies/report (e.g. Phase I & II ESAs)
  - Traffic study/report
  - Water flow test/distribution report
  - Historical and archeological studies
  - Ecological studies (e.g. wetland and threatened & endangered species)
- Preparation of perspectives, renderings, and models
- Attendance/presentation at public meetings (e.g. Planning Commission, City Council, Zoning Board of Appeals, Board of Adjustments, etc.)
- Preparation/presentation of conditional or special use permit applications
- Obtaining new or updated title policies
- Platting/replatting
- Preparation of easement and right of way documents, including new and vacations/abandonments
- Preparation of covenant and development agreements
- Preparation of a drainage study/report
- Design and plan preparation for major stormwater drainage improvements or relocations (e.g. box culverts, large ditches, and storm sewers greater than 4-foot in diameter)
- Preparations of flood studies, elevation certificates, FEMA or Corp of Engineer applications or permits
- Preparation of documentation, applications or permits for stormwater pollution prevention plans, NOIs, etc.
- Design and plan preparation for offsite utility extensions other than those immediately adjacent to the project site

- Design and plan preparation for offsite street improvements, such as road widenings, acceleration/deceleration lanes, and medians *(design/plans for both curb cuts and municipal sidewalks along the site frontage will be included in the basic services for design projects)*
- Preparation of retaining wall design/plans
- Photometric design/preparation of site lighting plans
- Preparation of opinions of probable construction costs (OPCs)
- Bidding assistance and construction contract negotiations
- Construction contract administration, management, and observation services (e.g. reviewing contractor requests for payment, answering RFI's, reviewing shop submittals, etc.)
- Construction staking
- As-built survey/preparation of final record drawings

Boundary Issues
Boundary determinations often disclose unseen or unknown conflicts between record documents and/or the location of physical improvements. Thus, in the process of conducting the research, field work, and/or analysis, if the surveyor identifies a possible boundary or title conflict, a sketch showing the revealed conditions will be prepared and a meeting with the client and affected neighbors (if desired) will be scheduled. Following the meeting, if the client wishes to engage the surveyor to assist in pursuing resolution of the problem as a consultant, expert and/or formal or informal mediator, the contract will be modified accordingly. Otherwise the client will be invoiced only for the time expended to that point, and work on the survey will be suspended until or unless the client is able to resolve the issue by agreement or litigation, at which time a subsequent contract may be executed to complete the survey pursuant to that agreement or litigation.

V. SCHEDULE OF CHARGES

Charges for our services are divided into three categories: Labor, Consultants, and Reimbursable Expenses.

LABOR: For fees billed on an hourly basis, labor charges are billed by category as follows:

ARKANSAS (04-01-23)	
Officer / Branch Manager	$ 235.00
Department Manager	$ 205.00
Client Sector Leader	$ 195.00
Senior Project Manager	$ 195.00
Program Manager	$ 185.00
Project Manager	$ 175.00
Assistant Project Manager	$ 140.00
Senior Project Engineer	$ 185.00
Project Engineer	$ 165.00
Assistant Project Engineer	$ 135.00
Civil Designer	$ 125.00
Registered Landscape Architect	$ 160.00
Lead Landscape Designer	$ 130.00
Landscape Designer	$ 125.00
Registered Land Surveyor	$ 165.00
Assistant Project Surveyor	$ 130.00
Survey Project Manager	$ 160.00
Assistant Survey Project Manager	$ 130.00
Sr. Survey Party Chief	$ 115.00
Survey Party Chief	$ 95.00
Survey Technician	$ 105.00
Field Specialist	$ 85.00
Senior Project Designer	$ 150.00
Project Designer	$ 130.00
CAD Designer	$ 105.00
CAD Technician	$ 90.00

Construction Observer	$ 110.00
Land Acquisition Agent	$ 130.00
Project Coordinator	$ 120.00
Program Assistant	$ 90.00
Administrative Assistant	$ 75.00

SUB-CONSULTANT SERVICES: In cases where CEI retains another consultant to provide services outside of our area of practice, cost of such services will be charged at 110% of actual invoice cost.

REIMBURSABLE EXPENSES: Outside services, and related materials, will be charged at the actual invoice cost. In addition, direct out-of-pocket costs such as postage, delivery services, travel (other than vehicle mileage), and subsistence expenses will be charged at actual costs. Vehicle mileage is billed at the applicable I.R.S. rate allowed per mile.

All impact, permitting, expediting, and review fees will be charged at 15% over the cost of the fee unless the client is willing to pay those fees directly to the service provider.

REVENUE RECOGNITION

The intellectual services and resulting instruments of service (Scope of Basic Services and any subsequently agreed amendments or additions) provided by this Agreement whether in various stages of completeness or in whole are considered earned by CEI in its performance obligation to Client as prescribed by said Agreement and deemed usable by Client at the time they are earned, cost incurred, and progressively billed. Further, at time of received payment by Client, Client acknowledges its possession of, acceptance, and confirms its legal right to use said intellectual services and resulting instruments of service, in part or in whole, for the specific intent they were provided.

VI. CREDIT POLICY

Terms will be given only to clients with approved credit. Invoices will be rendered monthly, either as final or progress billing. CEI payment terms are net 30 days. Invoices past 30 days due will be subject to a monthly service charge, which will be assessed in compliance with state usury laws. Should the account be placed for collection with an outside collector, the cost of such collections will be added to the principal amount owed. CEI may stop work on any account that is 60 days delinquent. In the event that CEI elects to stop work as provided herein, Client will be assessed a resumption of work charge equal to 20% of the total contract amount. Said resumption of work charge and all outstanding invoices must be paid in full by Client prior to the resumption of work on the project. Client agrees that the balance as stated on the invoice from CEI to Client is correct, conclusive, and binding on the Client unless Client within thirty (30) days from the date of the receipt of the invoice notifies CEI in writing of the particular item that is alleged to be incorrect.

VII. STANDARD TERMS AND CONDITIONS

STANDARD OF PRACTICE

Services performed by CEI under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by similar professionals currently practicing in the same locale under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise. All other common law warranties are hereby expressly disclaimed.

Client agrees that payment of all CEI invoices under this Agreement is for services rendered on behalf of Client and payment is not conditioned on (1) the receipt of any municipal or governmental approvals, authorizations, permits, or licenses or any type; (2) the availability of any Utility services: or (3) payment to Client by any third party.

OWNERSHIP OF DOCUMENTS

All documents including drawings and specifications prepared or furnished by CEI pursuant to this Agreement are instruments of service in respect to the project and CEI shall retain an ownership and property interest therein whether or not the project is completed. Client may make and retain

copies for information and reference in connection with the use and occupancy of the project by Client or others.

RE-USE OF DOCUMENTS

Copies of all reports, drawings, specifications, field data, field notes, laboratory test data, calculations, estimates, and other documents provided to Client as instruments of service are for use on the project specifically described in this Agreement. Any re-use of these by the Client for any other project or extension of this project, without the express, written authorization, verification, or adaptation by CEI, will be at Client's sole risk and without liability or legal exposure to CEI or CEI's independent professional associates or consultants, and Client shall indemnify, hold harmless and defend CEI and CEI's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom.

INSURANCE

CEI maintains the following insurances:
Worker's compensation of a form and in an amount as required by law and employer's liability insurance of $1,000,000.
Comprehensive general liability with limits of $4,000,000 ($2,000,000 per occurrence), and automotive liability insurance with limits of $1,000,000 combined single limit.
Excess liability umbrella insurance of $5,000,000.
Professional liability insurance with a limit of $2,000,000, per claim/annual aggregate.

Upon written request of Client, CEI will provide additional insurance, if available; including increased coverage and/or limits, and the Client shall pay CEI an agreed amount for the increased coverage.

LIMITATION OF LIABILITY

The Client hereby agrees that, to the fullest extent permitted by law, CEI's total liability to Client for any and all injuries, claims, losses, expenses, or damages whatsoever arising including but not limited to CEI's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty shall not exceed the total sum paid on behalf of or to CEI by CEI's insurance policies applicable thereto and CEI's deductible amounts (excluding fees, costs & expenses of investigation, claim adjustment, defense, and appeal).

Any service deleted from this offer by the Client will become the responsibility of the Client. If this proposal was written without the benefit of an on-site investigation, changes in the scope may be necessary. CEI shall be held harmless in the event that any unseen condition adversely affects the design or intended use of the property in any way.

WAIVER OF CONSEQUENTIAL DAMAGES

Client hereby irrevocably and unconditionally waives, to the maximum extent allowed by law, any right to claim or recover any special, exemplary, indirect or consequential damage in any legal action or proceeding in respect of this contract unless otherwise stipulated herein.

DISPUTE RESOLUTION

Client and CEI agree to attempt to settle all claims, disputes or controversies arising out of, or in relation to the interpretation, application or enforcement of this Agreement by direct discussions; however, absent resolution by direct discussions, they agree to attempt to settle disputes by formal mediation according to the Construction Industry Mediation Rules of the American Arbitration Association.

Client and CEI waive consequential damages for claims, disputes, or other matters in question arising out of or related to this agreement. This mutual waiver is applicable, without limitations, to all consequential damages due to either party's termination of this agreement, except for any licensing or use fees charged to Client by CEI for continued use of CEI's instruments of service upon termination of this agreement.

SEVERABILITY
Any element of this Agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force. However, the Client and CEI will in good faith attempt to replace an invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing or achieving the intent of the original provision.

PROJECT PUBLICITY AND RECOGNITION
During development construction, or upon completion of the project, CEI's name will be included on any public recognition / project identification display indicating design team, owners, and / or financiers. CEI shall be allowed to place or hang a temporary banner on the site during construction of the project.

LIEN RIGHTS
Client agrees that CEI shall have a lien upon real property constituting the project site for all unpaid sums due pursuant to this agreement or any addendum hereto, and that CEI is authorized to perfect a lien, enforce the lien, and foreclose the lien in the manner prescribed under local statutes for the perfection, enforcement and foreclosure of a mechanic and material man's lien upon real property.

AMENDMENTS
The duties, responsibilities, and limitation of authority of the Client or CEI shall not be made or extended without a written, executed agreement between CEI Engineering Associates, Inc and the Client.

PROJECT DELAY
Client acknowledges that in the event this project is delayed or put on hold for more than 60 days, after authorization to proceed, Client acknowledges that a resumption fee may be necessary based on the progress of the project prior to the hold and the timing associated with the hold. Client and CEI agree to negotiate a reasonable resumption fee prior to resumption.

SUCCESSORS AND ASSIGNS
CEI Engineering Associates, Inc and the Client each bind themselves, their associates, directors, partners, successors, executors, administrators and assigns to the other party to this Agreement and to the associates, directors, partners, successors, executors and administrators and assigns to such other party, with the respect to all obligations contained in this Agreement. CEI Engineering Associates, Inc. may assign its rights and obligations under this Agreement at any time without the consent of the Client. However, the Client shall not assign its obligations under this Agreement or sublet as a whole, without the prior written approval by CEI Engineering Associates, Inc.'s of the successor or assignee and its ability to comply with the terms and conditions of this and/or subsequent written Agreement. All assignments made by Client without CEI Engineering Associates, Inc.'s consent shall be considered null and void.

TERMINATION
Either Party may terminate this Agreement in full or in part, in writing, if the other Party fails to fulfill its obligations under the Agreement through no fault of the other Party. In such event, one may declare the other in default by issuing a written Declaration of Default and terminate the Agreement for cause. Prior to, an opportunity to cure any default or breach shall be given by way of a written notice being delivered to the Breaching Party including a description of the conditions constituting default or breach of the Agreement and providing the Breaching Party a period of time of ten (10) days within which to correct such conditions. If defined default or breach is not corrected within allotted number of days, then the written Declaration of Default may be issued. Upon any termination or suspension of an Agreement, CEI Engineering Associates, Inc. shall be paid for all work performed up to the date of termination or suspension.

Termination or suspension of contract shall exist when services conducted and provided by CEI to the date of termination are paid by Client and shall be deemed nonrefundable, at which time, control of said provided services will be transferred to Client with no further obligation of CEI.

PROVIDED DATA

Any information or data provided by Owner or Owner's representatives or by a third party as directed by Owner or Owner's representative to CEI to be used as base or supplemental information or data to the scope shall be considered reliable and CEI shall be held harmless to any errors or omissions due to its use.

SITE SAFETY OR CONTROL

In no form or fashion shall it be implied or assumed, unless expressively written into scope, that CEI has or will be responsible for an Owner's or Contractor's control of the site nor will CEI dictate the means and methods of the Owner, Contractor and Contractor's subcontractors regarding preparation of, conducting, and the completion and closeout of construction, safety, and control of site.

All provisions under the heading "STANDARD TERMS AND CONDITIONS" shall survive termination or completion of this agreement.

VIII. APPROVAL SIGNATURE AND AUTHORIZATION TO PROCEED

Execution of this document in all required locations shall form the entire Professional Services Agreement between the Client and CEI. This Proposal and Agreement shall be executed by both parties, with both parties receiving a fully executed copy thereof. A copy of the executed Agreement shall be equally binding as the original.

In the event that the Client issues a notice to proceed to CEI prior to the execution of this contract, the Client acknowledges that the services rendered by CEI will be in accordance with the terms and conditions contained in this proposal.

In the event that the Client instructs services on the contract/agreement to be on hold for a period greater than forty-five days, Client acknowledges that CEI will not proceed until a new contract between CEI and the client can be executed.

This proposal shall become null and void if signatures have not been obtained within forty-five days of proposal date. If authorization to proceed is not given after the proposal has been executed said agreement will become null and void within forty-five days of the date of the Client's signature.

The following is the complete Contracting Entity (Client) name and address that is responsible for this contract, its terms and conditions, and for payment of CEI invoices:

Contracting Entity Name (Client) include its business structure of INC, LLC, LP, etc.
Responsible for contract terms, conditions, obligations and payment

Complete mailing address for invoicing and/or receiving notification (Street / PO Box/ Suite number, if required)

City / State / Zip

Complete Phone Number

[redacted]orized to bind | Print Name | Title | May 10, 2024 | 4:52 PM Date
Contracting Entity

[redacted] | Brent L. Massey | VP of Operations | 11/22/2023
Signature, CEI Engineering Associates, Inc. | Print Name | Title | Date

EXTRA WORK AUTHORIZATION

☒ ADDITIONAL WORK ☐ CHANGE IN SCOPE OF SERVICES

WORK WILL BE PERFORMED UNDER THE SAME TERMS & CONDITIONS AS IN ORIGINAL AGREEMENT: UNLESS OTHERWISE STATED

THESE SERVICES WERE VERBALLY DIRECTED AND/OR APPROVED BY: (Client Name / Authorized Rep) ON: (Date)

DATE: 4/29/2025
CLIENT: City of Bentonville
PROJECT NAME: Bright Road
CLIENT CONTACT: Josh Stacey
PROJECT NO.: 32884
PROJECT MANAGER: Elliott Bell
DATE OF CURRENT CONTRACT: 5/10/2024

Description of Services: Additional Construction Administration

Previous CACO contract accounted for 5 months of Observation and Administration. The project has extended past this projected date and is expected to continue for approximately (3) more months. This additional fee will cover additional services required to complete the project.

Compensation: $25,000.00

If this Authorization is not executed within 30 days, it becomes null and void. This Authorization is only valid if addressed and executed by the authorized signature of the original contracted entity or its assignment as approved per the original contract Terms and Conditions.

Agreed to by CEI ENGINEERING ASSOCIATES, INC.

[redacted]

(Signature)

04/30/2025
(Date)

Distribution:

Agreed to on this date: _____

(Company Name)

(Company Authorized Representative & Title)

(Signature)

PLEASE SIGN & RETURN ORIGINAL

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AMENDED AGREEMENT WITH CEI ENGINEERING ASSOCIATES INC., IN THE AMOUNT OF TWENTY-FIVE THOUSAND DOLLARS ($25,000.00), FOR ADDITIONAL CONSTRUCTION ADMINISTRATION SERVICES OF THE BRIGHT ROAD TRAIL; AND FOR OTHER PURPOSES.

WHEREAS, the City Council of the City of Bentonville previously approved the contract with CEI Engineering Associates Inc. at the April 23, 2024, meeting;

WHEREAS, an amended agreement is needed for additional construction administration services of the Bright Road Trail Project due to unknown utility line relocation; and

WHEREAS, this change order is funded through grant proceeds.

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

Section 1: The Mayor and City Clerk are hereby authorized to enter into an amended agreement, in the amount of twenty-five thousand dollars ($25,000.00), with CEI Engineering Associates Inc. for additional construction administration services of the Bright Road Trail Project;

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:	5/13/2025	**Submitted By:**	Mike Bender
Phone:	479-271-6873	**For Department(s):**	Water, Wastewater
Email:	mbender@bentonvillear.com		

Item Type (Check all that apply)

☐ Informational ☐ Bid Award ☐ Enter into an Agreement ☑ Change Order
☐ Recognizing Funds ☑ Budget Adjustment ☐ Waiver of Bid ☐ Emergency Clause
☐ Ordinance ☑ Resolution ☐ Informational

Title, Recommendation & Justification

Title:	Resolution Approving Water and Wastewater Rate Analysis and Financial Plan Contract Amendment
Action Recommendation & Justification:	A resolution authorizing an amendment to the professional services agreement with Raftelis Finances Consultants, Inc., in an amount not to exceed $35,860.00, covering the increased scope of work performed. Utility Board approved 4-0. A budget adjustment is needed to re-appropriate budgeted funds.
Additional Comments for Consideration (Optional):	$19,660.00 is needed due to the unanticipated additional meetings, engagement, and deliverables associated with the water rate increase. $16,200.00 is needed due to additional scope of work requested by staff. This involves tracking and reporting utility cash flows monthly, reviewing the rates annually, and adjusting as needed (up or down) to ensure they are appropriate cost recovery. This firm was selected following the City's Purchasing Policy for professional services.
Amount for Approval:	$ 35,860.00

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
503020-43210	Legal & Professional Services	$ 35,860.00	$
503020-45810	Travel & Training	$ (35,860.00)	$
		$	$
		$	$

Fund(s) Impacted (check all that apply) ☐ General Fund ☑ Utility Fund ☐ Street Fund ☐ Other(s):_____

Budget Impact Notes for Consideration (Optional):

RAFTELIS

May 1, 2025

Mike Bender, PE
Water Utilities Director
3200 SW Municipal Drive,
Bentonville, AR 72712

Subject: Contract Amendment Request

Dear Mr. Bender:

We appreciate the opportunity to continue to be of service to the City of Bentonville (City). As you know, Raftelis is currently conducting a water and wastewater rate study.

While our work on the study is ongoing, the scope of work we have completed has required more effort than outlined in our professional services agreement executed July 27, 2024. This includes additional meetings and additional deliverables, which—while critical to the successful completion of this engagement for the City—were nonetheless not anticipated when we developed our original scope.

In addition, the City has expressed interest in reviewing the City's rates annually and, to facilitate that review, keeping the rate model updated during the year based on the latest usage data, non-revenue water trends and capital improvement plans. This effort will not be a full rate study, but an annual rate review, with more regular touchpoints between City staff, the City Council and, as needed, Raftelis.

Finally, the term of our current agreement is 1 year, ending on July 27, 2025. While we anticipate substantial completion of our analytical work and the development of study deliverables (study report, presentation materials) by the end of June 2025, final presentations will likely take place in the fall, after the current agreement expires.

For the reasons summarized above, and further detailed below, we respectfully request that the City extend term of the agreement through until December 31, 2026, and approve an additional $19,660 to support the completion of the balance of the current scope of work and $16,200 support the additional scope of work described above for a total budget adjustment of $35,860. If the City is willing to extend the term through the end of the 2026 calendar year, Raftelis can honor the billing rates in the current agreement (2024 rates) for the balance of 2025 and the entirety of 2026.

Current Scope of Work

The current scope of work involved the development of financial plans for water and wastewater and a cost of service study to support the relative recovery of costs between the City's retail and wholesale customers and among the City's retail customer classes (residential, commercial, irrigation). In addition the scope included time for engagement with the Utility Board, City Council (virtual and onsite meetings) as well as materials to support that engagement (study report, presentation materials). To date Raftelis has completed the financial plan for water and is near completion of the financial plan for wastewater. Remaining scope items include the finalization of the wastewater financial plan, the cost of service study and the presentation of study results to the Utility Board and City Council, including the study report.

The scope of work completed to date has required additional engagement beyond what was anticipated in our professional services agreement. To date, we have participated in 3 Utility Board meetings and 6 City Council meetings. Prior to completion of the study we anticipate needing 1 additional Utility Board meeting and 2 additional meetings with the City Council for a total of 4 Utility Board meetings and 8 City Council meetings. Our original scope of work anticipated 3 Utility Board meetings and 4 City Council meetings.

In addition, the magnitude of the rate adjustment that was ultimately needed for water required additional time working with staff to explore various alternatives, prepare for—and respond to—numerous questions and concerns, and engage the City Council to ensure that all decisionmakers were understood the details underlying the proposal. The situation for water is unique and has ultimately required an "all hands on deck approach", to evaluate the situation and communicate the need for immediate action.

Finally, Raftelis also prepared additional deliverables and assisted staff in the development of communication materials for the study. Raftelis prepared a memorandum to support an emergency increase to the water rates in response to the additional cost of water leaks, and the cost to identify and repair them. This memorandum was needed in advance of, and in addition, to the full study report Raftelis will also be preparing. Raftelis also provided substantive input into the City's FAQ document and bill comparison graphic based on our experience preparing similar materials for other clients.

For these reasons, we respectfully request an additional $19,660 to complete the remaining scope of work for this project to include the cost of service study, rate study report and final presentations. A breakdown of the hours and associated cost for each of the above described items is presented below.

Tasks	Hours				Total Fees
	TB	CD	SC	Total	
1. Additional Meetings (Prep, Participation, Follow-Up)	5	10	0	15	**$5,000**
2. Additional Engagement	8	20	0	28	**$9,280**
3. Additional Deliverables (Memo, FAQ/Bill Graphic)	0	15	0	15	**$4,800**
Total Meetings / Hours	**13**	**45**	**0**	**58**	
Hourly Billing Rate	**$360**	**$320**	**$220**		
Total Professional Fees	**$4,680**	**$14,400**	**$0**	**$19,080**	
				Total Fees	**$19,080**
				Travel Expenses	**$0**
				Technology and Communication Charge	**$580**
				Total Fees & Expenses	**$19,660**

TB - Tom Beckley - Project Director
CD - Collin Drat - Project Manager
SC - Staff Consultant
-
-

Additional Scope of Work – Annual Rate Review

Historically, the City has conducted formal rate studies every 3 to 5 years. It is our understanding that the City would like to monitor the financial condition of the water and wastewater utilities on a monthly basis and review the rates charged to customers annually to ensure they are recovering the City's cost to provide safe and reliable service. This new process would not be formal study but would involve regular updates to the financial projections Raftelis is developing for the current 2025 study. This effort would involve tracking and reporting utility cash flows monthly and reviewing the rates annually and adjusting as needed (up or down) to ensure they are appropriately recovering the cost to provide service. This additional scope of work includes the following tasks:

Task 1 – Model Updates and Annual Rate Review. As noted above, the City will be proactively monitoring the financial condition of the utilities on a monthly basis throughout the year. In addition, the City will review rates annually to determine the adjustments needed (up or down) to recover the cost of providing safe and reliable service to customers. To facilitate this annual review, Raftelis will utilize the data City staff are developing for the monthly cash flow analysis to maintain up to date usage, water purchase, budget and capital improvement planning data in the financial planning model throughout the year. Raftelis will review the City's monthly cash flows and update the model once per quarter from the 4th quarter of 2025 through the 3rd quarter of 2026. Raftelis will use the updated model to provide a recommendation on the rates annually. We would anticipate updating the rate model throughout calendar year 2026 and presenting our rate recommendations for 2027 in the 3rd quarter of 2026.

Task 2 – Project Presentations and Meetings. Raftelis will participate in the following meetings:

- One (1) virtual utility board meeting (PowerPoint presentation of recommendations)
- One (1) onsite City Council meeting (PowerPoint presentation of recommendations)
- One (1) virtual City Council meeting for rate adoption (available for questions only)

In addition to the three formal meetings Raftelis will meet virtually with City staff for up to 8 hours.

Optional Task – Additional Rate Presentation

We are aware of the City Council's commitment to review water rates by April 20, 2026. Our intent is to present a recommendation on 2026 water rates by the end of 2025, as part of the existing study, along with the recommendation on 2026 wastewater rates. Our recommendation would be that the Council adopt both in 2025. Raftelis and staff will be monitoring the performance of the utilities on an ongoing basis. Should circumstances materially change between fall of 2025 and spring of 2026, Raftelis can participate in an additional round of meetings, similar to Task 2 above, in early 2026. We estimate the cost of those meetings to be $5,000.

For the annual rate review scope of work, not including the option task above, we propose a not-to-exceed fee of $16,200. A breakdown of the hours and associated cost for each of the above described items is presented below.

	Hours				
Tasks	**TB**	**CD**	**SC**	**Total**	**Total Fees**
1. Model Updates and Annual Rate Review	0	6	20	26	**$6,320**
2. Presentations	4	12	0	16	**$5,280**
3. Project Meetings	2	8	0	10	**$3,280**
Total Meetings / Hours	**6**	**26**	**20**	**52**	
Hourly Billing Rate	**$360**	**$320**	**$220**		
Total Professional Fees	**$2,160**	**$8,320**	**$4,400**	**$14,880**	
TB - Tom Beckley - Project Director				**Total Fees**	**$14,880**
CD - Collin Drat - Project Manager				**Travel Expenses**	**$800**
SC - Staff Consultant				**Technology and Communication Charge**	**$520**
-				**Total Fees & Expenses**	**$16,200**
-					

Based on the additional request for the current scope of work ($19,660) and the new annual rate update scope of work ($16,200), we respectfully request that the City approve a contract amendment of $35,860. We also

RAFTELIS

recommend an extension of the contract term through the end of 2026, in which case Raftelis will honor its 2024 billing rates through the end of 2026.

We appreciate the opportunity to continue to partner with the City of Bentonville, its professional staff, the Utility Board and City Council in the work of delivering safe and reliable water and wastewater service to customers.

Sincerely,

[redacted]

Collin Drat
Vice President

1215 W. Pershing Road, Suite 406, Kansas City, MO 64108
www.raftelis.com

By signing below, the City of Bentonville indicates its acceptance of the contract amendment request above increasing the compensation under the agreement by $35,860, pursuant to the professional services agreement between the City of Bentonville and Raftelis Financial Consultants, Inc. dated July 27, 2024. In addition, by signing below, both parties agree to extend the term of that agreement until December 31, 2026.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives.

By: _____
Signature

_____
Title

_____
Date

Raftelis Financial Consultants, Inc.

By: _____
Signature

_____
Title

_____
Date

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AMENDED PROFESSIONAL SERVICES AGREEMENT WITH RAFTELIS FINANCIAL CONSULTANTS, INC., INCREASING THE CONTRACT AMOUNT BY THIRTY-FIVE THOUSAND EIGHT HUNDRED SIXTY DOLLARS ($35,860.00); AMENDING THE 2025 BUDGET; AND FOR OTHER PURPOSES.

WHEREAS, The City of Bentonville entered into a professional service agreement with Raftelis Financial Consultants, Inc.;

WHEREAS, of the total contract amendment amount needed, nineteen thousand six hundred sixty dollars ($19,660.00) is needed for the unanticipated additional meetings, engagement, and deliverables and sixteen thousand two hundred dollars ($16,200.00) is needed for the additional scope of work staff requested; and

WHEREAS, a budget adjustment is needed to fund this amendment, moving budgeted funds from the Travel and Training account to the Legal and Professional Services account.

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 Raftelis Financial Consultants, Inc. for additional services, in an amount not to exceed thirty-five thousand eight hundred sixty dollars ($35,860.00);

Section 2: The 2025 Budget is adjusted to transfer thirty-five thousand eight hundred sixty dollars ($35,860.00) from Account #503020-45810 – Travel and Training into Account #503020-43210 – Legal and Professional Services;

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:	5/13/2025	**Submitted By:**	Travis Matlock
Phone:	479-271-5941	**For Department(s):**	Inventory Warehouse
Email:	tmatlock@bentonvillear.com		

Item Type (Check all that apply)

☐ Informational ☐ Bid Award ☐ Enter into an Agreement ☐ Change Order
☐ Recognizing Funds ☐ Budget Adjustment ☑ Waiver of Bid ☑ Emergency Clause
☑ Ordinance ☐ Resolution ☐ Informational

Title, Recommendation & Justification

Title:	Ordinance to Waive Competitive Bidding to Order 750 Underground Wire
Action Recommendation & Justification:	Approval of an Ordinance to waive competitive bidding to purchase 750 UG Wire from Stuart Irby Unit Prices and estimated quantities attached, plus applicable taxes. Utility Board approved 4-0. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	Award is based on the low responsive quote per line item, for estimated totals: Stuart Irby in the estimated amount of $125,064.00. Due to market volatility and lead times related to these products, it would be neither practical or feasible to solicit competitive bids.
Amount for Approval:	**$** 125,064.00

Budget Impact

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

Budget Adjustment *(to be completed by Finance when applicable)*

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

Fund(s) Impacted (check all that apply) ☐ General Fund ☐ Utility Fund ☐ Street Fund ☐ Other(s):_____

Budget Impact Notes for Consideration (Optional):

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

SERVICE CONTRACT: 750 Underground Wire

THIS CONTRACT is made in Benton County, Arkansas, by and between the City of Bentonville, Arkansas, hereinafter "City," and Stuart Irby, 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 purchase and delivery of 750 underground wire, as specified in the Scope of Work (attached hereto as **Exhibit A**). The work shall consist of performing the services, including all equipment, materials, products and all other items necessary to perform the work, as set forth in this Contract and **Exhibit A**.

2. PRIMARY CONTACTS. The primary contact for the Contractor shall be _____. The primary contact for the City shall be the City of Bentonville Electric Utilities Director, or designated assignee.

3. CONTRACT TERM. The term for this Contract shall be six (6) months, 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. Service Timeline:

1. Order for 750 Underground Wire per the unit prices attached herein, shall be placed by Contractor immediately following Purchase Order received from the City.
2. Contractor shall deliver the order to the City within four (4) weeks from the date of the order being placed.

c. Any changes to the Term of this Contract or to the Service 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. Any changes to the Scope of Work shall be handled via Change Order to this Contract. No Change Order shall be approved unless approved in writing by the City. All Change Orders must be pre-approved prior to any work commencing, any materials being purchased, or any other fee being incurred related to the Change Order. The City shall not be responsible for Change Orders unless the Change Order is pre-approved in writing by the City.

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.

5. FEES, EXPENSES, AND SCHEDULE. The City agrees to pay Contractor based upon the

unit price 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 Services: $125,064.00 (one hundred forty-four thousand five hundred thirty-one dollars and twelve cents), plus applicable taxes to perform the work to 100% completion.

6. ADDITIONAL SERVICES. Any service outside of the services stated herein and in the Exhibit 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.

[This space has been intentionally left blank]

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 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.

[This space has been intentionally left blank]

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 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 – Each Occurrence

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 will result in the direct breach of this Contract and subsequent termination.

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.

[This space has been intentionally left blank]

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 Exhibit 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 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 Circuit 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 to the terms and conditions of this Contract**.**

[Signature Page Follows]

SIGNATURE PAGE

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

The Parties hereto have caused this Contract to be executed this

_____(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:_____

Stuart Irby

Address:_____

_____

_____

Date:_____

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 A

SCOPE OF WORK

SCOPE OF WORK

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

The purchase and delivery of 750 1/3 Neutral AL underground wire. The Contractor will be responsible for supplying high-quality, durable wire suitable for underground installation. Delivery must be made to the specified location within the agreed-upon timeframe.

Location: Inventory Department - 501 SW 28th Street Bentonville, AR 72712

Lead time: 4 Weeks

Estimated quantity to be ordered: 9,000’

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

QUOTE FORM

City of Bentonville Electric Utilities Department
15KV Underground Primary Cable
NON-RIPCORD 750 WIRE

BEUD Inventory Part Number	Wire Size	Feet Required	Price Per Foot Irby	Extended Price	Lead Time	Price per Foot AECI	Extended price	Lead Time	Price per Food Techline	Extended price	Lead Time
2192	750 1/3 Neutral AL	9000	$13.90	$125,064.00	15 days	$14.17	$127,530.00	15 days	$15.69	$141,210.00	2 weeks
		6 reels at 1500'/reel									

Bid Submitted By: _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH STUART IRBY, IN THE AMOUNT OF ONE HUNDRED TWENTY-FIVE THOUSAND SIXTY-FOUR DOLLARS ($125,064.00), PLUS APPLICABLE TAXES, FOR THE PURCHASE OF 750 UNDERGROUND WIRE; WAIVING COMPETITIVE BIDDING; PROVIDING FOR THE EMERGENCY CLAUSE; AND FOR OTHER PURPOSES.

WHEREAS, the Bentonville Electric Utility Department needs to purchase 750 Underground Wire;

WHEREAS, market volatility and lead times related to these products make it impractical and unfeasible to solicit competitive bids; and

WHEREAS, this award is based on the low responsive quote per line item.

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 Stuart Irby, for the purchase of 750 Underground Wire, in an amount not to exceed one hundred twenty-five thousand sixty-four dollars ($125,064.0), plus applicable taxes;

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 the 750 Underground Wire;

Section 3 - Emergency Clause: The need to make this purchase is immediate and an emergency is hereby declared to exist and this Ordinance shall be in full force and effect from the date of its passage and approval;

Section 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

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	5/13/2025	**Submitted By:**	Beau Thompson
Phone:	479-271-3140	**For Department(s):**	Water Utilities (Sewer Rehab)
Email:	bthompson@bentonvillear.com		

Item Type (Check all that apply)

☐ Informational ☐ Bid Award ☐ Enter into an Agreement ☑ Change Order
☐ Recognizing Funds ☐ Budget Adjustment ☐ Waiver of Bid ☐ Emergency Clause

☐ Ordinance ☑ Resolution ☐ Informational

Title, Recommendation & Justification

Title:	Resolution Approving Change Order No. 1 for Parks Maintenance Facility
Action Recommendation & Justification:	A Resolution authorizing Change Order No. 1, in the amount of $45,164.74, to upsize the sanitary sewer line as part of this project to allow for future growth in the area. Utility Board approved 4-0. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	The original contract, for the construction of the Parks Maintenance Facility, is valued at $6,405,195.00. This increases that contract amount to $6,450,359.74. Crossland was selected following the City's standard RFQ process for the procurement of professional service in accordance with state law. The CO is being funded by Sewer Rehab. The upsize is from 10" to 18" to accommodate upstream development per Plan Bentonville.
Amount for Approval:	**$** 45,164.74

Budget Impact

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

Budget Adjustment *(to be completed by Finance when applicable)*

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

Fund(s) Impacted (check all that apply) ☐ General Fund ☑ Utility Fund ☐ Street Fund ☐ Other(s):_____

Budget Impact Notes for Consideration (Optional):

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Change Order

PROJECT: *(Name and address)* Bentonville Parks Maintenance Building 401 NE Moberly Lane Bentonville, AR 72712	**CONTRACT INFORMATION:** Contract For: Construction Management Date: 2/11/2025	**CHANGE ORDER INFORMATION:** Change Order Number: 01 Date: 4/25/2025
OWNER: *(Name and address)* City of Bentonville 305 SW A Street Bentonville, AR 72712	**ARCHITECT:** *(Name and address)* Hight Jackson Associates 5201 W Village Parkway, Suite 300 Rogers, AR 72712	**CONTRACTOR:** *(Name and address)* Crossland Construction Company, Inc. 1800 S 52nd Street, Suite 400 Rogers, AR 72756

THE CONTRACT IS CHANGED AS FOLLOWS:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)
The GMP will be adjusted by this Change Order for the following:

1. This Change Order is based upon the description of request as follows:

Add for the cost associated with PCO 001. This PCO comes from a request by BWU to increase the size of the sanitary sewer system.

2. This Change Order is based upon the following clarifications:

Reference PCO 001. This includes applicable plan sheets issued on 4/2/2025 by Crafton Tull that made changes to the sanitary sewer system.

3. This Change Order is based upon the following documents:

25AR02_PCO001_SS Line Revision

The original Contract Sum was	$	6,405,195.00
The net change by previously authorized Change Orders	$	0.00
The Contract Sum prior to this Change Order was	$	6,405,195.00
The Contract Sum will be increased by this Change Order in the amount of	$	45164.74
The new Contract Sum including this Change Order will be	$	6,450,359.74

The Contract Time will be increased by Zero (0) days.
The new date of Substantial Completion will be April 15, 2026

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Hight Jackson Associates **ARCHITECT** *(Firm name)*	Crossland Construction Company, Inc. **CONTRACTOR** *(Firm name)*	City of Bentonville **OWNER** *(Firm name)*
SIGNATURE	**SIGNATURE**	**SIGNATURE**
PRINTED NAME AND TITLE	**PRINTED NAME AND TITLE**	**PRINTED NAME AND TITLE**
DATE	**DATE**	**DATE**

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User Notes:
(3B9ADA4A)

CROSSLAND
CONSTRUCTION COMPANY, INC.

Potential Change Order

Bentonville Parks Maintenance Building - 25AR02-MZA

25AR02-MZA

401 NE Moberly Lane
Bentonville, AR 72712

Date: 4/14/2025 **Number:** PCO 001

Subject: Sanitary Sewer Line Revision **Source of Funding:** Owner Contract Change Order

Description

ADD for the cost difference in the revision to the Sanitary Sewer line issued to Crossland by Craton Tull on 4/2/25 (applicable pages attached).

Days Requested: 0 **Change Total:** $45,164.74

Item Number	Description	Amount
01	ADD for the cost difference in the Sanitary Sewer line revision issued on 4/2/2025.	$43,083.91
02	ADD for the additional bond (0.87%) and insurance (0.66%) cost associated with this scope of work.	$659.18
03	ADD for the additional fee (3.25%) cost associated with this scope of work.	$1,421.65

Approved By:

By _____

Signature _____

Date _____

References

Type	Filename	Contributor	Date (CST)
SupportingDocument	2025-04-02_Mem Park Maint Bldg_Civil Plans IFC (applicable pages).pdf	Mitchell Butler	4/14/2025 1:53 PM
SupportingDocument	Arco Back Up PCO 001.pdf	Mitchell Butler	4/14/2025 2:30 PM
View			
View			
View			
CompositeDocument			

ARCO EXCAVATION And PAVING Inc.

10287 E. Hwy 72
Bentonville, AR 72712
Ph: (479)-451-8000 Fax: (479)-451-8010

To:	Crossland Construction Company, INC.	**Contact:**	Mitchell Butler
Address:	1800 S 52nd St, Ste 410	**Phone:**	479-464-7077
	Rogers, AR 72758 US	**Fax:**	479-464-7050
CO Name:	SS Upsize	**CO ID:**	01
Project Location:	Moberly Ln And John DeSheilds Blvd, Bentonville, AR	**CO Date:**	~~1/8/2025~~ 4/14/2025

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
PVC 10 In 9-13 Ft Depth SS	-848.00	LF	$84.32	($71,503.36)
Manhole Up To 6 Ft Depth	-4.00	EACH	$5,485.42	($21,941.68)
Additional VF Above 6 Ft	-17.00	VF	$347.73	($5,911.41)
PVC 18 In 9-13 Ft Depth SS	876.00	LF	$118.47	$103,779.72
Manhole Up To 6 Ft Depth Upsize 5 FT Diameter With Drop Inlet Hardware	4.00	EACH	$7,958.46	$31,833.84
Additional VF Above 6 Ft	15.00	VF	$455.12	$6,826.80

Total Bid Price: $43,083.91

Notes:

- **Due to the unforseen cost in fuel prices, quote will be updated with current fuel cost at any time up to executuion of contract/proposal.**
- This proposal is all inclusive, any alteration will affect pricing.
- This proposal may be withdrawn if not accepted within 30 days.
- Proposal does not include payment and performance bonds. Add 3% if bond required.
- This proposal does not include repair of any unmarked underground utilities.
- This proposal does not include price for any permits or fees associated with.
- This proposal is based on work being done during normal working hours, night work and sundays not included.
- Any hold up in work will be paid by remobilization if demobilization is necessary OR by equipment sitting fee incurred daily.
- All work performed under scope is per plans, and deviation from plan may incur additional charges.
- Execution of work will only begin after a signed proposal has been received.
- Staking for ARCO operations only if included in contract.

Payment Terms:

Progress draws net due upon completion.

ACCEPTED:

The above prices, specifications and conditions are satisfactory and hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

Arco

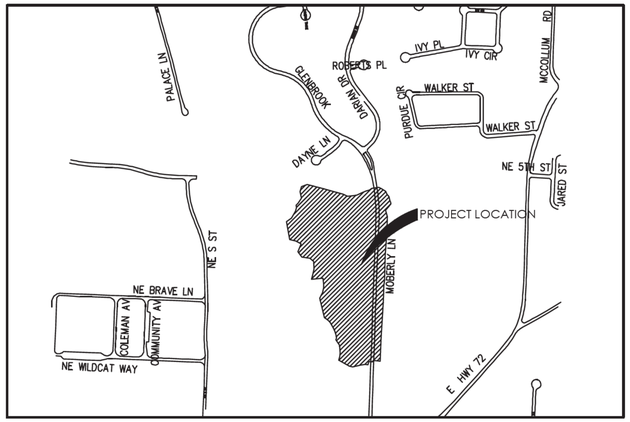
Authorized Signature: [redacted]

Estimator: Tony White
(479) 866-3811 Tony@arcoexc.com

MEMORIAL PARK MAINTENANCE BUILDING

BENTONVILLE, ARKANSAS

LARGE-SCALE DEVELOPMENT PLANS



NTS VICINITY MAP

LEGEND (CONSTRUCT)

SYMBOLS	LINEWORK
SET IRON PIN	EASEMENT
LIGHT POLE	CURB
POWER POLE	INTERMEDIATE CONTOUR 1206
TELEPHONE PEDESTAL	INDEX CONTOUR 1205
TV PEDESTAL	SANITARY SEWER LINE SS
MANHOLE	GAS LINE G
SANITARY SEWER CLEANOUT	WATER LINE W
GAS METER	UNDERGROUND TELEPHONE UGT
GAS VALVE	UNDERGROUND ELECTRIC UGE
STORM SEWER PIPE	OVERHEAD ELECTRIC OHE
STRUCTURE NUMBER X-X	FIBER OPTIC FO
WATER VALVE	UNDERGROUND TELEVISION UGTV
FIRE HYDRANT ASSEMBLY	CHAIN LINK FENCE
AIR RELEASE VALVE	WOOD FENCE
FIRE DEPARTMENT CONNECTION	BARBED WIRE FENCE
WATER METER	BUILDING SET BACK
BACK FLOW PREVENTER	RIGHT OF WAY
REDUCER	PROPERTY LINE
RECTANGULAR DROP INLET, GRATED INLET OR JUNCTION BOX (SPECIFY ON PLAN SHEET)	ROAD CENTERLINE
CIRCULAR DROP INLET, GRATED INLET OR JUNCTION BOX (SPECIFY ON PLAN SHEET)	

LEGEND (EXISTING SYMBOLS)

SYMBOLS	LINEWORK
BENCHMARK	EASEMENT
FOUND IRON PIPE/REBAR	CURB
PRIMARY CONTROL/SET MONUMENT	INTERMEDIATE CONTOUR 1206
FOUND MONUMENT/ROW	INDEX CONTOUR 1205
AIR CONDITIONER AC	SANITARY SEWER LINE (SPECIFY SIZE & TYPE) SS
AIR RELEASE VALVE ARV	GAS LINE G
ELECTRIC BOX/PEDESTAL	WATER LINE (SPECIFY SIZE & TYPE) W
ELECTRIC JUNCTION BOX EB	UNDERGROUND TELEPHONE UGT
ELECTRIC METER	UNDERGROUND ELECTRIC UGE
ELECTRIC TRANSFORMER	OVERHEAD ELECTRIC OHE
FIRE DEPARTMENT CONNECTION FDC	UNDERGROUND TELEVISION UGTV
FIRE HYDRANT FH	OVERHEAD TELEVISION OHTV
GAS METER GM	CHAIN LINK FENCE
GAS VALVE GV	WOOD FENCE
GUARD POST	BARBED WIRE FENCE
LIGHT POLE LP	FIBER OPTIC FO
POWER POLE PP	RIGHT OF WAY
SANITARY MANHOLE S	ROAD CENTERLINE
SANITARY SEWER CLEANOUT CO	
SIGN	
SPRINKLER HEAD	
TELEPHONE PEDESTAL T	
TV PEDESTAL TV	
WATER FAUCET	
WATER METER WM	
WATER VALVE WV	
DOWN GUY	
STORM SEWER MANHOLE D	
STORM SEWER PIPE	

DROP/CURB INLET — GRATED INLET

TREE — TREE TO BE REMOVED

Arkansas One Call 811

Know what's **below**.

Call before you dig.

UTILITY CONTACTS

BLACK HILLS ENERGY
JOSH KNIGHT
1301 FEDERAL WAY
PO BOX 2129
LOWELL, ARK 72745
PHONE: (479)–333–7005
JOSHUA.KNIGHT@BLACKHILLSCORP.COM

AT&T
BRET BALDWIN
1133 E. HAROLD ST
FAYETTEVILLE, AR 72701
PHONE: (479)200–9022
PHONE: (479)571–6609
EMAIL: BB5856@ATT.COM
OR LAYNE RHODES
EMAIL: LR159@ATT.COM
PHONE: (479)442–1977

COX COMMUNICATIONS
CHAD HODGE
4901 S. 48TH STREET
SPRINGDALE, AR 72762
PHONE: (479)263–7057
EMAIL: CHAD.HODGE@COX.COM
AND TIMOTHY GOSS
PHONE: (479)651–5583
EMAIL: TIMOTHY.GOSS@COX.COM

FIRE DEPT:
CITY OF BENTONVILLE
JUSTIN SCANTLIN,
FIRE CHEIF
800 SW A STREET
BENTONVILLE, AR 72712
(479)271–5927 OR
(479)685–1096

STREET3/19/2024 9:45:50
JON STANLEY
CITY OF BENTONVILLE
TONY DAVIS
3200 SW MUNICIPAL DRIVE
BENTONVILLE, AR 72712
(479)271–3130

WATER
BEAU THOMPSON
CITY OF BENTONVILLE
3200 SW MUNICIPAL DRIVE
BENTONVILLE, AR. 72712
PHONE: (479) 271–3140

UTILITY CONTACTS

ELECTRIC DEPT
BENTONVILLE ELECTRIC
CHARLIE BARNES
3200 SW MUNICIPAL DRIVE
BENTONVILLE, AR. 72712
PHONE: (479) 271–3159

WASTEWATER DEPT
CHRIS EARL
CITY OF BENTONVILLE
1901 NE A STREET
BENTONVILLE, AR. 72712
PHONE: (479) 271–3161

ENGINEERING DEPARTMENT
CITY OF BENTONVILLE
ELLEN NORVELL
3200 SW MUNICIPAL DRIVE
BENTONVILLE, AR. 72712
PHONE: (479) 271–5993

PLANNING DEPT:
TYLER OVERSTREET
305 SW A STREET
BENTONVILLE, AR
PHONE: (479) 271–3122

BUILDING AND FIRE SAFETY
BRAD ARNOLD
305 SW A STREET
BENTONVILLE, AR
PHONE: (479) 271–3108

STORMWATER
ALISON WEST
CITY OF BENTONVILLE
3200 SW MUNICIPAL DRIVE
BENTONVILLE, AR
PHONE: (479) 271–6719
EMAIL: JWEST@BENTONVILLEAR.COM

GENERAL NOTES

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

SITE STABILIZATION AND CERTIFICATION

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

ALL SITE STRUCTURE IMPROVEMENTS ABOVE FINISH GRADE DESIGNED BY HIGHT JACKSON ARCHITECTS

THERE ARE 2 WAIVERS APPROVED AT THIS TIME OF PREPARING THIS PLAT OR PLAN.
PLEASE SEE THE INFORMATION BELOW REGARDING EACH OF THESE WAIVERS:

WAIVER #2
OFF–SITE IMPROVEMENT WAIVER
REQUESTED 3/29/2024
APPROVED BY PC 5/13/2024
CODE SEC. 1200.02(b)

OVERHEAD DOOR WAIVER
REQUESTED 4/26/2024
APPROVED BY PC 5/13/2024
CODE SEC 1100.21(e)3

PROJECT INFORMATION

BUILDING SETBACK:	FRONT 30' SIDE 30' REAR 30'
SITE AREA:	59.33 AC. (2,584,477.44 SQ.FT.)
BUILDING SIZE:	18792.87 SQ. FT.
BUILDING USAGE:	MAINTENANCE: 11712.87 SQ.FT. OFFICE: 7080 SQ.FT.
FINISHED FLOOR ELEVATION:	1280.60
ZONING:	A–1
PROPERTY USAGE:	COMMERCIAL
ADDRESS:	525 NE MOBERLY LANE BENTONVILLE, AR, 72712
ARCHITECT:	HIGHT JACKSON & ASSOCIATES, INC. 5201 WEST VILLAGE PARKWAY, SUITE 300, ROGERS, AR 72758 479–464–4965 RHURBAN@HJARCH.COM
SITE ENGINEER:	CRAFTON TULL DANIEL ELLIS P.E. 901 N. 47TH ST., SUITE 400 ROGERS, AR 72756 479–878–2463
PROVIDED PARKING:	STANDARD STALLS: 73 ADA STALLS: 3 TOTAL PROVIDED: 76

PROPERTY DESCRIPTION

PURSUANT TO QUITCLAIM DEED RECORDED IN DEED BOOK 2003 AT PAGE 38552 PROPERTY DESCRIBED AS FOLLOWS:

LOT 5 OF THE CARTER ADDITION TO THE CITY OF BENTONVILLE, AS RECORDED IN THE BENTON COUNTY CIRCUIT CLERK'S OFFICE AT BOOK P4, PAGE 472, FILED ON FEB. 7, 2002.

FLOOD NOTE:
THIS PROPERTY IS NOT IN FLOOD ZONE "A" OR "AE", AND IS OUTSIDE THE 100–YEAR FLOOD PLAIN AS SHOWN ON THE NATIONAL FLOOD INSURANCE PROGRAM'S FIRM PANEL NUMBER 05007C0260K, 05007C0095K, EFFECTIVE DATE 20120605, 20120605.

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

Sheet List Table

SHEET NUMBER	SHEET TITLE
C–001	COVER SHEET
C–002	TOPOGRAPHIC SURVEY
C–003	GENERAL NOTES
C–004	DEMO PLAN
C–101	OVERALL SITE PLAN (C)
C–102	SITE PLAN (C)
C–103	UTILITY PLAN (C)
C–104	ENLARGED UTILITY PLAN (C)
C–105	GRADING PLAN
C–106	EROSION CONTROL PH I
C–107	EROSION CONTROL PH II
C–108	PAVING PLAN
C–201	STORM LINE 1 P&P (C)
C–202	STORM LINE 2 P&P (C)
C–203	SANITARY SEWER LINE 1 P&P (C)
C–204	SANITARY SEWER LINE 1 P&P (C)
C–205	FIRE LINE & WATERLINE 1 P&P (C)
C–501	EROSION CONTROL DETAILS 1 OF 2
C–502	EROSION CONTROL DETAILS 2 OF 2
C–503	STANDARD DETAILS 1 OF 4
C–504	STANDARD DETAILS 2 OF 4
C–505	STANDARD DETAILS 3 OF 4
C–506	STANDARD DETAILS 4 OF 4
C–507	BENTONVILLE SANITARY DETAILS 1 OF 2
C–508	BENTONVILLE SANITARY DETAILS 2 OF 2
C–509	BENTONVILLE WATER–SEWER DETAIL
C–510	BENTONVILLE WATER 1 OF 2
C–511	BENTONVILLE WATER 2 OF 2
C–512	BENTONVILLE ELECTRIC 1 OF 3
C–513	BENTONVILLE ELECTRIC 2 OF 3
C–514	BENTONVILLE ELECTRIC 3 OF 3
L–101	OVERALL PLANTING PLAN
L–102	PLANTING PLAN A
L–103	PLANTING PLAN B
L–501	PLANTING DETAILS
LI–501	IRRIGATION DETAILS 1 OF 2
LI–502	IRRIGATION DETAILS 2 OF 2
A2.1A	FIRST FLOOR PLAN – AREA A
A4.1	EXTERIOR ELEVATIONS
BEUD–1	ELECTRIC LAYOUT
BEUD–2	ELECTRIC LAYOUT

901 N. 47th St. Suite 400
Rogers Arkansas 72756
Crafton Tull
architecture | engineering | surveying
479 636.4838 t
www.craftontull.com

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

MEMORIAL PARK MAINTENANCE BLDG
BENTONVILLE, AR

Key Plan

No	Description	Date

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

PROJECT NO: 22113001
ISSUE DATE: 04/02/2025
CONTRACT: D. ELLIS
QC by:
QC Date:

STATE OF ARKANSAS — REGISTERED PROFESSIONAL ENGINEER — No. 23347 — EVAN D. MCMANON

ISSUED FOR CONSTRUCTION

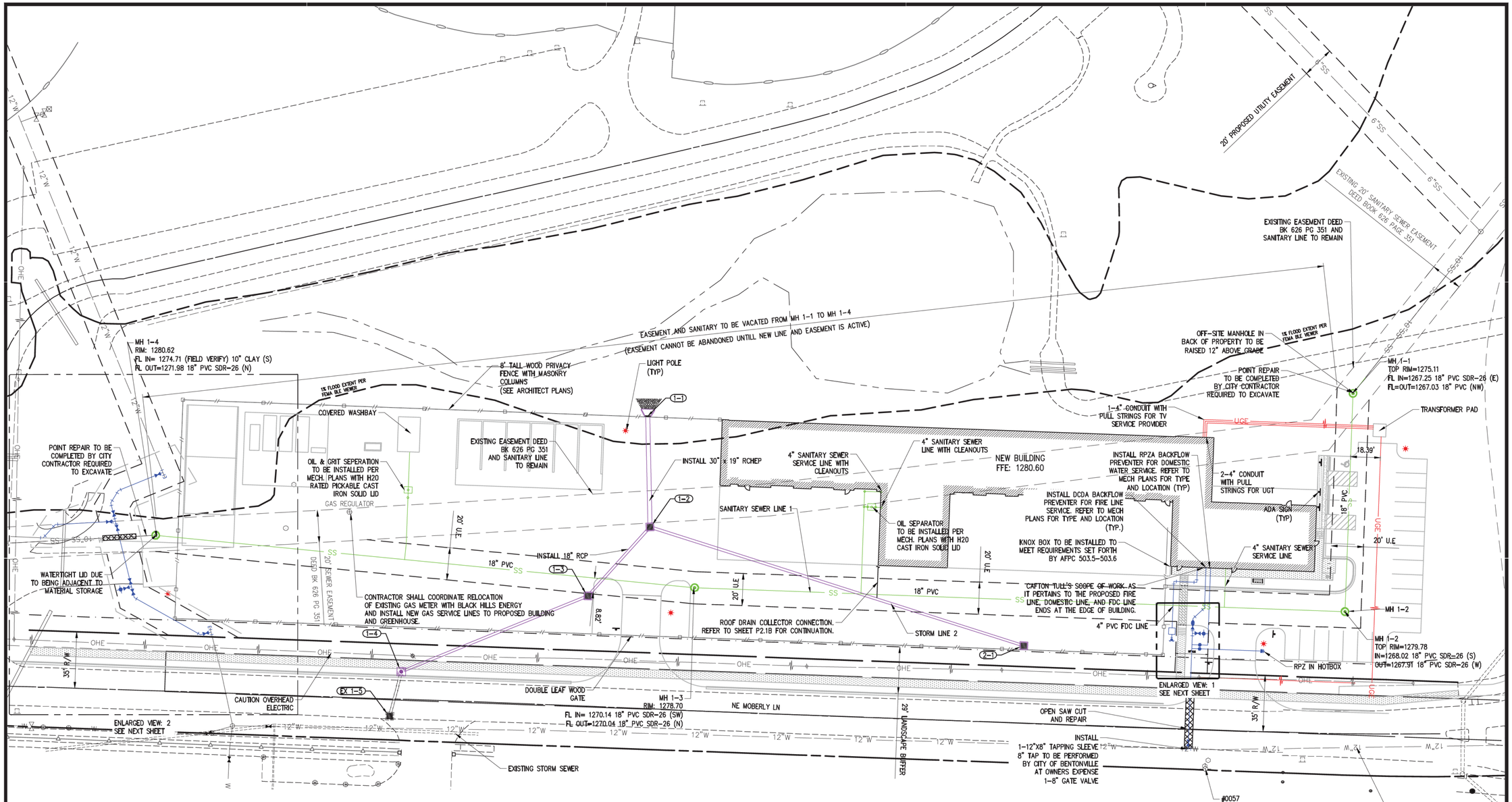
© 2025 Crafton Tull & Associates Inc.

LSD24–0007 2025-04-02

COVER SHEET

C–001

DRAWING C:\ZF\1901 MEMORIAL\CONSTRUCTION\CTA DWG\COVER SHEET.DWG
LAST MODIFIED BY: EVAN MCMANON 4/2/2025 8:53 AM PLOTTED BY: EVAN MCMANON



- CONTACT BEUD AT 479-271-3135 BEFORE PERFORMING ANY GRADING WITHIN 5' OF EXISTING OR PROPOSED POWER POLES.
- ELECTRIC FACILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST REVISION OF THE ELECTRIC SPECIFICATIONS FOUND ON THE WEBSITE. CONTRACTOR IS RESPONSIBLE FOR THE COMPLIANCE WITH THE DOCUMENT.
- BEUD DESIGN LAYOUT DRAWING TAKES PRECEDENCE OVER ANY ELECTRIC INFORMATION ON THE SITE UTILITY PLAN
- IBR INSPECTION ONLY AFTER FIRE LINE PLAN SUBMITTAL TO CITY OF BENTONVILLE. FIRE LINE CONSTRUCTION IS NOT TO BEGIN UNTIL ADH APPROVAL IS RECEIVED BY FIRE LINE CONTRACTOR ON THE FIRE LINE PLAN.
- FOR EXISTING EASEMENT AND SANITARY TO BE VACATED SEE DEMO PLAN.
- ALL WATER MAIN VALVES & FIRE HYDRANTS ARE SHOWN SCHEMATICALLY. CONTRACTOR SHALL RESTRAIN VALVES TO FITTINGS
- AT NO TIME MAY A VALVE BE INSTALLED TO CONFLICT WITH CURB, SIDEWALK OR HANDICAP RAMPS. NO FIRE HYDRANTS SHALL BE INSTALLED WITHIN THE SIDEWALK

LEGEND (CONSTRUCT)

SYMBOLS

- LIGHT POLE
- MANHOLE
- SANITARY SEWER CLEANOUT
- STORM SEWER PIPE
- (X-X) STRUCTURE NUMBER
- WATER VALVE
- FIRE HYDRANT ASSEMBLY
- FIRE DEPARTMENT CONNECTION
- WATER METER
- BACK FLOW PREVENTER
- REDUCER
- RECTANGULAR DROP INLET, GRATED INLET OR JUNCTION BOX (SPECIFY ON PLAN SHEET)

LINEWORK

- EASEMENT
- CURB
- SANITARY SEWER LINE (SS)
- WATER LINE (W)
- UNDERGROUND TELEPHONE (UGT)
- UNDERGROUND ELECTRIC (UGE)
- OVERHEAD ELECTRIC (OHE)
- UNDERGROUND TELEVISION (UGTV)
- BUILDING SET BACK
- RIGHT OF WAY
- PROPERTY LINE
- ROAD CENTERLINE
- LANDSCAPE SETBACK BUFFER

NEARBY FIRE HYDRANT #0057
TESTED JANUARY 22, 2015
FLOW: 1325 GPM
RESIDUAL: 76
PETOT: 60
STAT PSI: 78

NEARBY FIRE HYDRANT #0051
TESTED JANUARY 22, 2015
FLOW: 1272
RESIDUAL: 76
PETOT: 54
STAT PSI: 78
SEE DEMO PLAN FOR THIS FH

CONDENSATE AND ANY UN-METERED WATER ARE ADDRESSED AS A PROHIBITED DISCHARGE AND IS NOT APPROVED TO DISCHARGE INTO THE BENTONVILLE SANITARY SEWER SYSTEM.

ALL UTILITY IMPROVEMENTS SHALL BE CONSTRUCTED IN COMPLIANCE WITH CITY OF BENTONVILLE WATER UTILITIES DEPARTMENT SPECIFICATIONS 2024. (C-103,C-201,C-202,C-203, C-204,C-205)

NOTE: SEE NEXT PAGE FOR ENLARGED VIEWS

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

GRAPHIC SCALE IN FEET
30' 0 30'

MEMORIAL PARK MAINTENANCE BLDG

BENTONVILLE, AR

Key Plan

No.	Description	Date

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PROJECT NO: 22113001
ISSUE DATE: 04/02/2025
CONTRACT: D. ELLIS
QC by:
QC Date:

ISSUED FOR CONSTRUCTION

STATE OF ARKANSAS
REGISTERED PROFESSIONAL ENGINEER
No. 23347
EVAN D. MCMAHON

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LSD24-0007 2025-04-02

UTILITY PLAN (C)

C-103

DRAWING ID: C:\2021\21001_GUMMATOW\PROJECTS\PLOTS\21001 UTILITY PLAN.DWG
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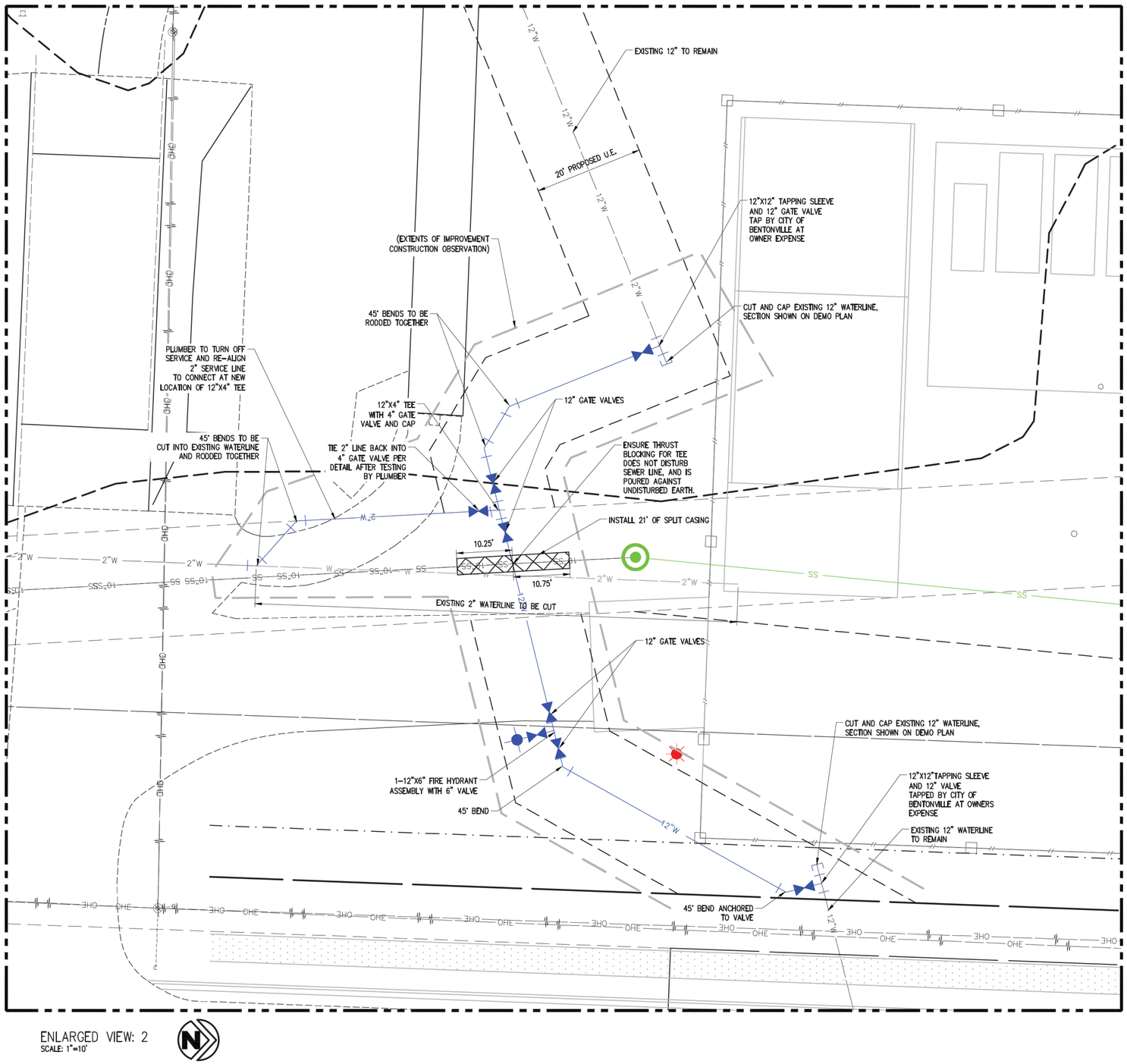
ACCESS IP: ALAN HANNA, 4/2/2025 8:52 AM, PROJECTS\BY DWG TYPE\BY DWG\COPY



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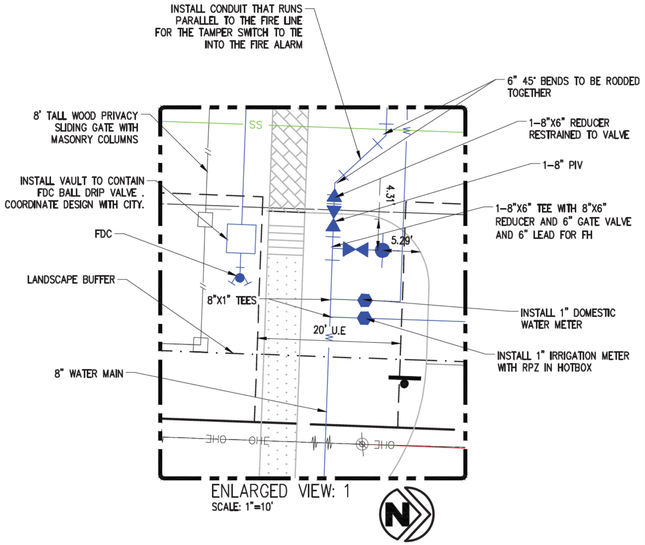
SCALE: 1"=10'



ENLARGED VIEW: 1
SCALE: 1"=10'

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MEMORIAL PARK MAINTENANCE BLDG

BENTONVILLE, AR

Key Plan

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REGISTERED PROFESSIONAL ENGINEER
No. 23347
EVAN D. MCMAHON
2025-04-02

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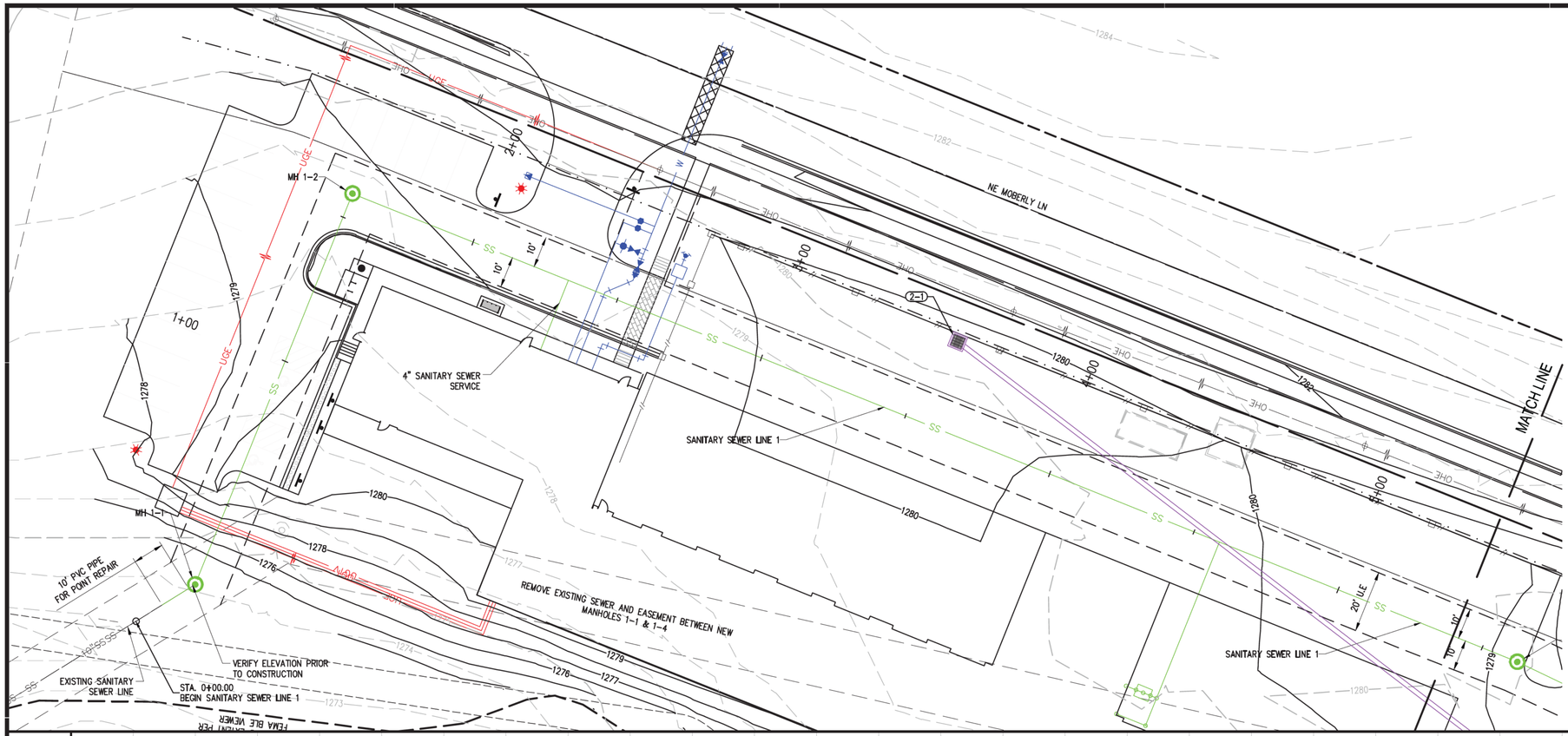
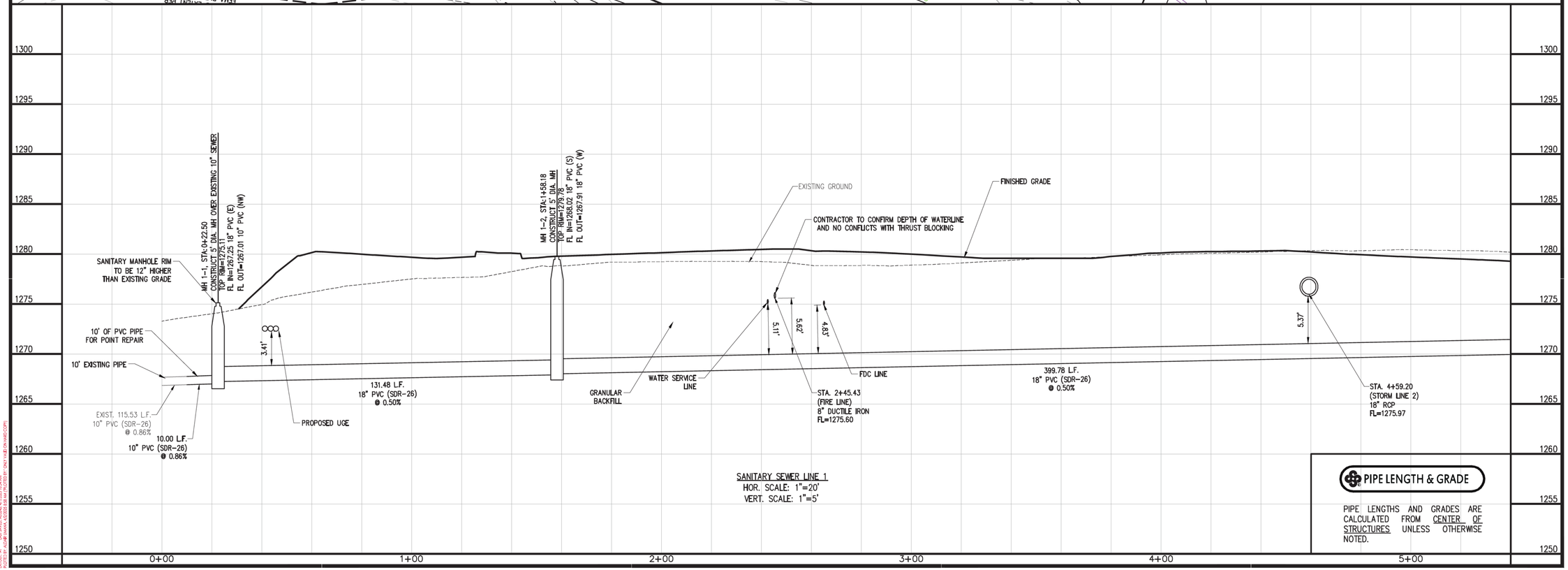
LSD24-0007

ENLARGED UTILITY PLAN (C)

C-104

DRAWING ID: 22113001_ENLARGED UTILITY PLAN (C).DWG | LAYOUT: C-104 | XREFS: | ASSOCIATED BY: EVAN MCMAHON | PLOTTED BY: EVAN MCMAHON | PLOTTED ON: 4/2/2025 8:57 AM | PLOTTED BY: EVAN MCMAHON | COPY





SANITARY SEWER LINE 1
HOR. SCALE: 1"=20'
VERT. SCALE: 1"=5'

PIPE LENGTH & GRADE

PIPE LENGTHS AND GRADES ARE CALCULATED FROM CENTER OF STRUCTURES UNLESS OTHERWISE NOTED.

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GRAPHIC SCALE IN FEET
20' 0 20'

MEMORIAL PARK MAINTENANCE BLDG

BENTONVILLE, AR

Key Plan

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LSD24-0007 2025-04-02

SANITARY SEWER LINE 1 P&P (C)

C-203

DRAWING C:\127.1001 MEMORIAL\PW\ARK\TRACTOR\DWG\C-SHEETS\C-203.DWG)
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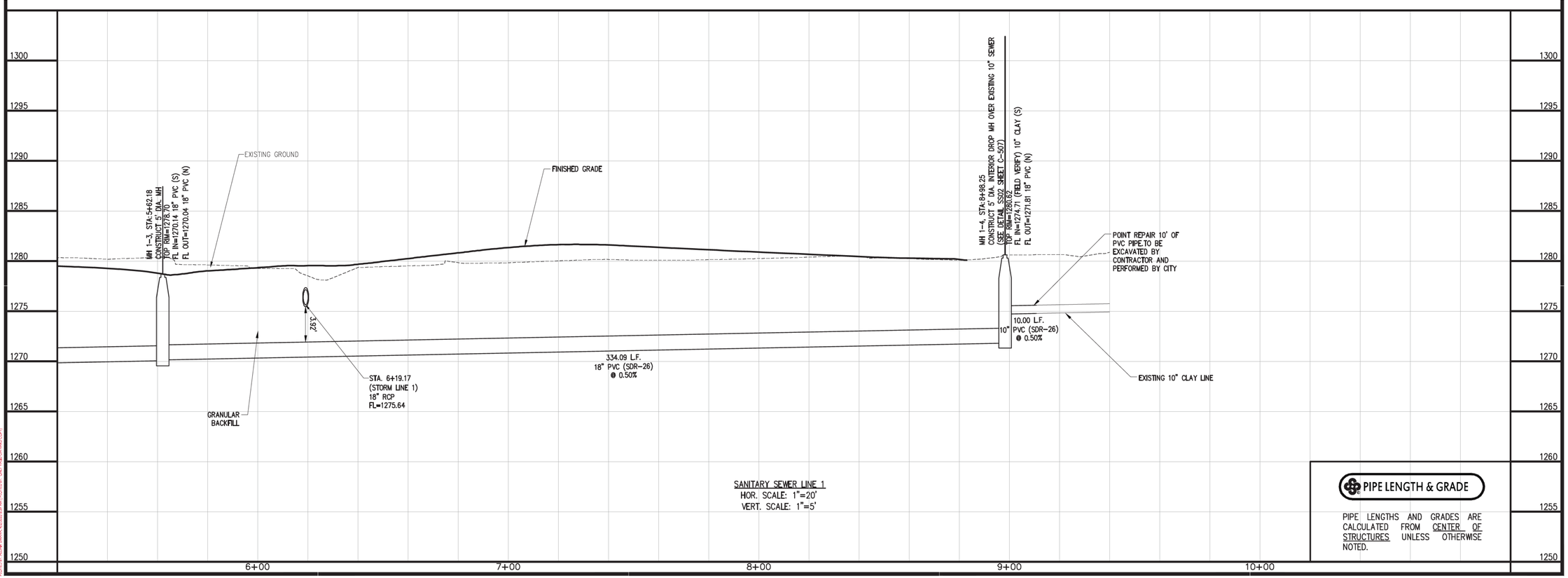

SANITARY SEWER LINE 1
HOR. SCALE: 1"=20'
VERT. SCALE: 1"=5'

PIPE LENGTH & GRADE

PIPE LENGTHS AND GRADES ARE CALCULATED FROM CENTER OF STRUCTURES UNLESS OTHERWISE NOTED.

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GRAPHIC SCALE IN FEET
20' 0 20'

MEMORIAL PARK MAINTENANCE BLDG
BENTONVILLE, AR

Key Plan

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QC Date:

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No. 23347
EVAN D. MCMAHON

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LSD24-0007 2025-04-02
SANITARY SEWER LINE 1 P&P (C)

C-204

DRAWING: Q:\2211\3001 MEMMAINTENANCE\PRJ\CIVIL\SHEETS\CIVIL\LSD\LSD24-0007 SANITARY SEWER LINE 1 P&P (C).DWG
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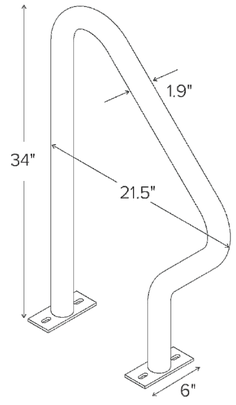
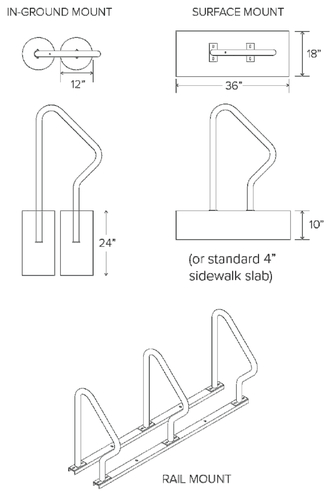
DERO | Swerve Rack

Submittal Sheet



FOOTING DIAGRAMS



RAIL MOUNT

CAPACITY 2 Bikes

MATERIALS 1.9" OD schedule 40 pipe

FINISHES

☐ **Galvanized**
An after fabrication hot dipped galvanized finish is our standard option.

☐ **Powder Coat**
Our powder coat finish assures a high level of adhesion and durability by following these steps:
1. Sandblast
2. Epoxy primer electrostatically applied
3. Final thick TGIC polyester powder coat

☐ **Stainless**
Stainless Steel: 304 grade stainless steel material finished in either a high polished shine or a satin finish.

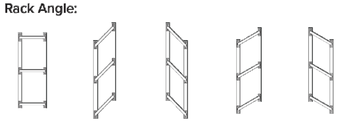
MOUNT OPTIONS

☐ **Surface**
Foot Mount has two 2.5" x 6" x .25" feet with two anchors per foot. Specify foot mount for this option. Tamper-resistant fasteners available upon request.

☐ **In-Ground**
In-ground mount is embedded into concrete base. Specify in-ground mount for this option

☐ **Rail**
Rail Mounted Downtown Racks are bolted to two parallel rails which can be left freestanding or anchored to the ground. Rails are heavy duty 3" x 1.4" x 3/16" thick galvanized mounting rails. Specify rail mount for this option.

Rack Angle:



☐ 90 ☐ 45A ☐ 45B ☐ 60A ☐ 60B

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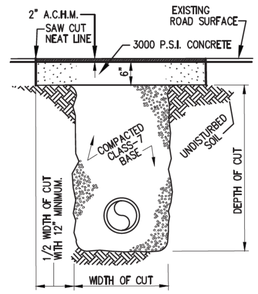
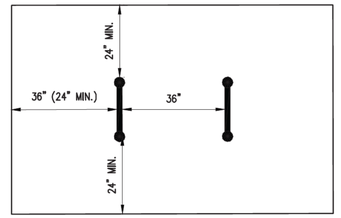
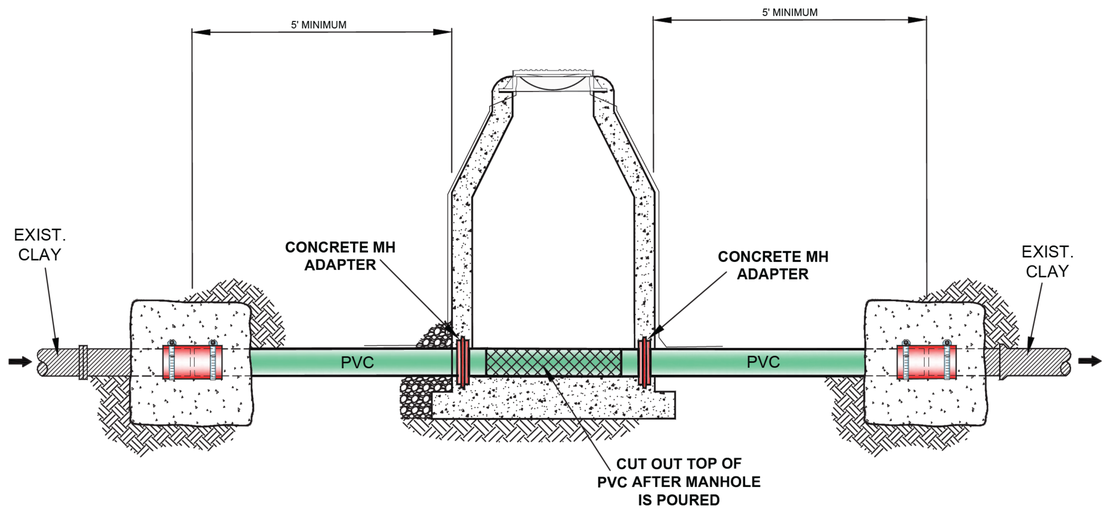


OPEN CUT ASPHALT & DRIVEWAY REPAIR
NTS



BIKE RACK PLACEMENT DETAIL
NTS

Notes:
1. **If existing line diameter is larger than 8", match existing diameter.**



REINFORCED FLEXIBLE COUPLING — CAST-IN-PLACE MANHOLE — REINFORCED FLEXIBLE COUPLING

NEW MANHOLE OVER EXISTING CLAY PIPE

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MEMORIAL PARK MAINTENANCE BLDG
BENTONVILLE, AR

Key Plan

No.	Description	Date

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ISSUE DATE: 04/02/2025
CONTACT: D. ELLIS
QC by:
QC Date:

ISSUED FOR CONSTRUCTION

STATE OF ARKANSAS — REGISTERED PROFESSIONAL ENGINEER — No. 23347 — EVAN D. MCMAHON

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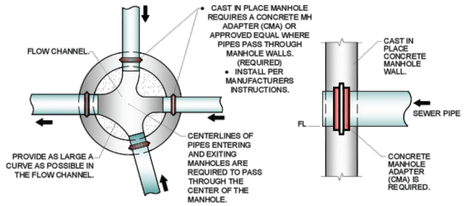
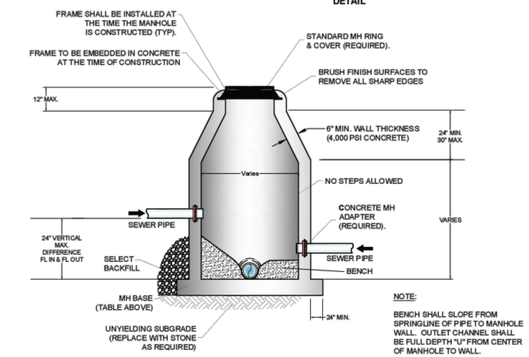
LSD24–0007 2025-04-02

STANDARD DETAILS 3 OF 4

C-505

SANITARY SEWER
CAST IN PLACE MANHOLE





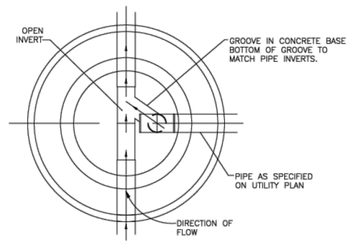
NOTE:
BENCH SHALL SLOPE FROM SPRINGLINE OF PIPE TO MANHOLE WALL. OUTLET CHANNEL SHALL BE FULL DEPTH "U" FROM CENTER OF MANHOLE TO WALL.

MANHOLE INFORMATION TABLE

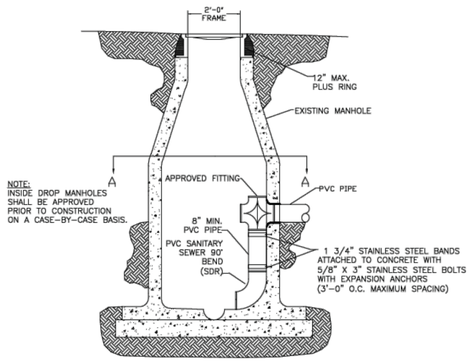
Pipe Size	Inside Diameter of Manhole	Minimum Wall Thickness	Base Thickness	Minimum Ring & Cover Size
12" OR LESS	4' DIA	6"	8"	24"
15" TO 24"	5' DIA	8"	10"	24"
>24"	6' DIA	8"	12"	30"

SANITARY SEWER DETAIL: SS01

SANITARY SEWER
INTERIOR DROP MANHOLE



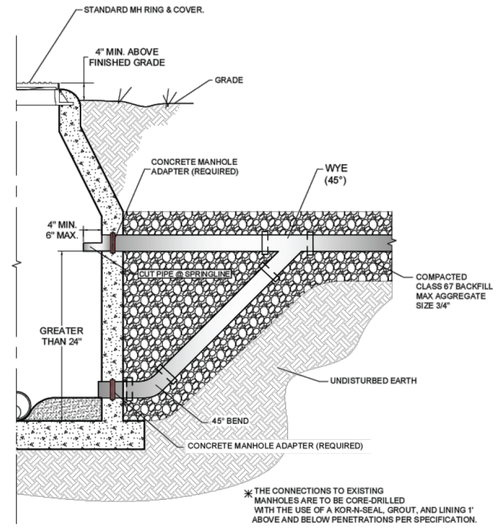
SECTION A-A



NOTE:
INSIDE DROP MANHOLES SHALL BE APPROVED PRIOR TO CONSTRUCTION ON A CASE-BY-CASE BASIS.

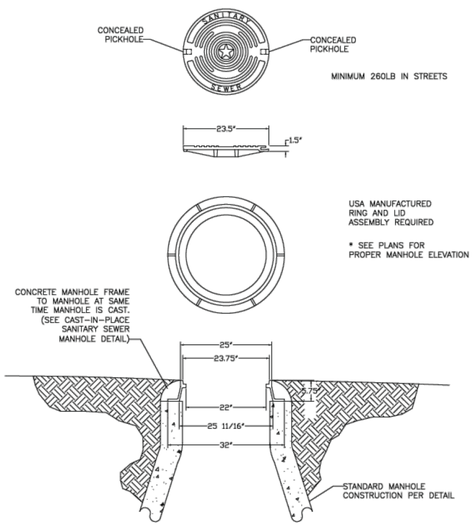
SANITARY SEWER DETAIL: SS02

SANITARY SEWER
EXTERIOR DROP MANHOLE



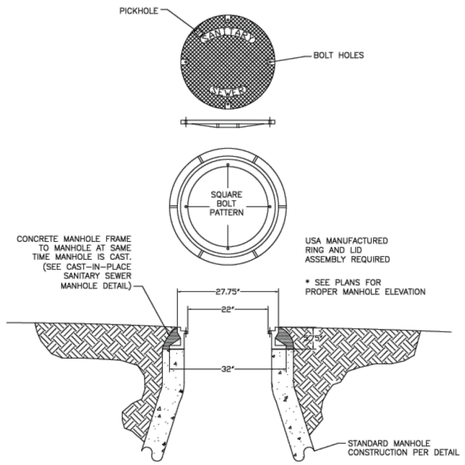
SANITARY SEWER DETAIL: SS03

HEAVY DUTY MANHOLE
LID & FRAME



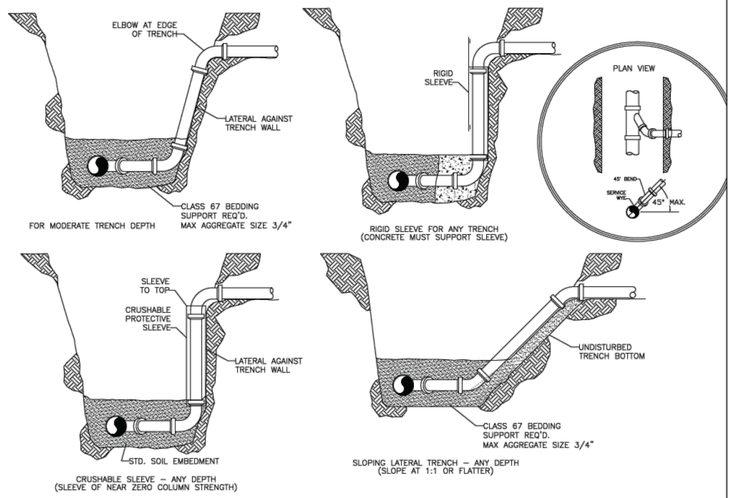
SANITARY SEWER DETAIL: SS04

WATER TIGHT BOLTED MANHOLE
LID & FRAME



SANITARY SEWER DETAIL: SS05

SANITARY SEWER
SERVICE WYE



SANITARY SEWER DETAIL: SS06

THE CITY OF WATER B UTILITIES BENTONVILLE
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Bentonville, AR 72712
Ph: (479) 271-3140
www.bentonvillear.com

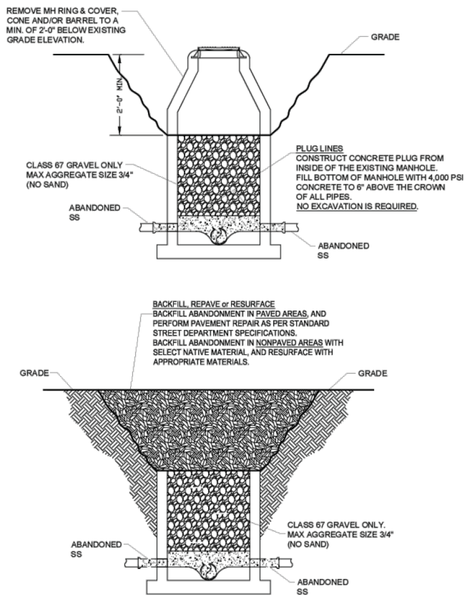
SAN.SEWER DETAILS

CALL BEFORE YOU DIG 1-800-482-8998 ARKANSAS ONE-CALL SYSTEM

REVISION:
2024

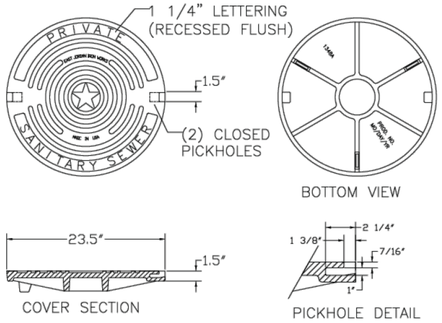
DRAWN BY:	JS	DATE:	08/27/2024
APPROVED BY:	AW	DATE:	08/27/2024
SHEET NUMBER:	1	OF	2
LSD24-0007			

SANITARY SEWER MANHOLE ABANDONMENT



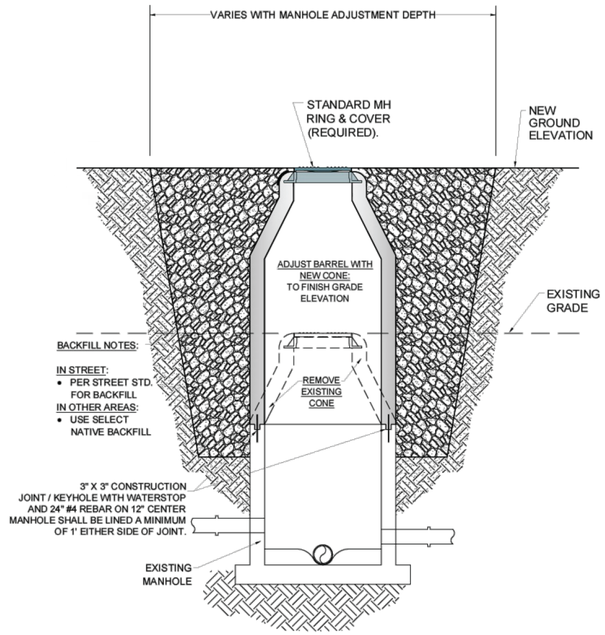
SANITARY SEWER DETAILS: SS07

PRIVATE MANHOLE RING AND LID



SANITARY SEWER DETAILS: SS08

TYPICAL MANHOLE ADJUST TO GRADE



SANITARY SEWER DETAILS: SS09

THE CITY OF WATER B UTILITIES BENTONVILLE

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Bentonville, AR 72712
Ph: (479) 271-3140
www.bentonvillear.com

SAN.SEWER DETAILS

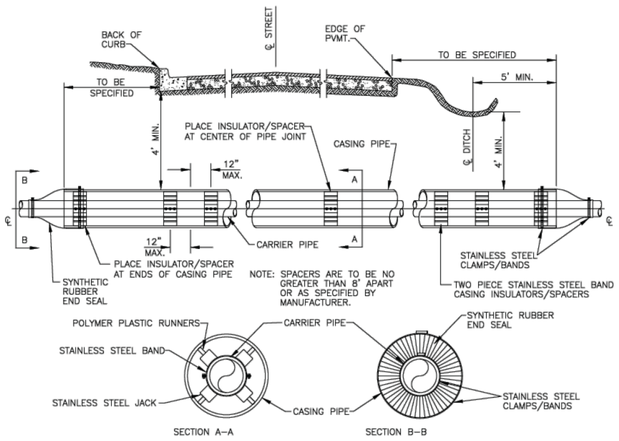
CALL BEFORE YOU DIG 1-800-482-8998 ARKANSAS ONE-CALL SYSTEM

REVISION:
2024

NOTES:

DRAWN BY: JS	DATE: 08/27/2024
APPROVED BY: AW	DATE: 08/27/2024
SHEET NUMBER: 2	OF 2
LSD24-0007	

ENCASEMENT DETAIL



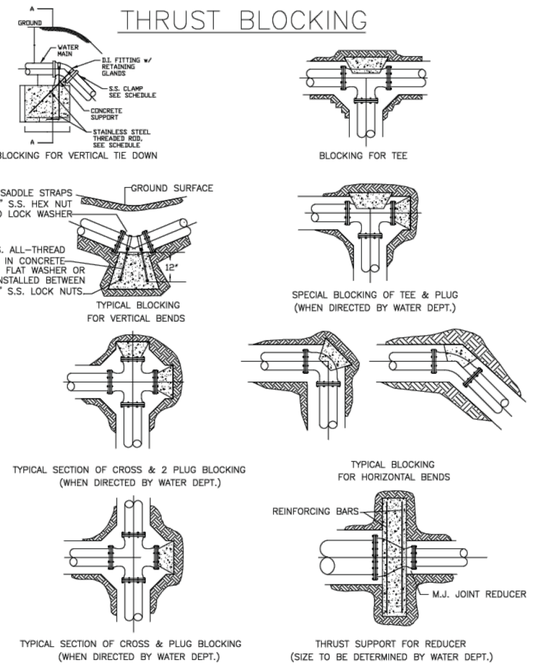
CARRIER & CASING SIZES										
CARRIER	4"	6"	8"	10"	12"	14"	16"	18"	20"	24"
CASING	16"	16"	16"	18"	24"	24"	30"	30"	36"	36"
CASING/WALL THICKNESS	.219	.219	.219	.250	.281	.344	.406	.406	.500	.500

NOTE: DUCTILE IRON, OR PVC PIPE REQUIRED FOR WATER, OR SEWER.

*ALL BELLS SHALL BE RESTRAINED INSIDE ENCASEMENT BY APPROVED METHOD.

GENERAL WATER/SEWER DETAIL: GWS01

THRUST BLOCKING



NOTES
1. ALL BLOCKING SHALL BE AGAINST UNDISTURBED SOIL USING 4,000 PSI CONCRETE.
2. WHERE SOIL CONDITIONS MAKE IT NECESSARY TO POUR CONCRETE OVER JOINTS, THE ENDS OF THE ADJACENT PIPES MUST HAVE A THRUST BLOCK TO RESIST MOVEMENT OF THESE JOINTS.
3. WEIGHT CALCULATIONS TO BE BASED ON REACTION BACKING TABLE (SEE GWS03).
4. WHEN BLOCKING AGAINST FITTINGS, FITTINGS SHALL BE COVERED WITH POLYETHYLENE WRAP TO PREVENT BONDING OF CONCRETE
5. WHERE SHEAR BECOMES A PROBLEM PROPER REINFORCING MUST BE INSTALLED INTO THE BLOCKING.
6. CLEARANCE SHALL BE A MINIMUM OF 6" BETWEEN PIPE AND OBSTRUCTIONS.
7. CLEARANCE ON PIPES BELONGING TO OIL/GAS COMPANIES SHALL BE 18" UNLESS SPECIAL PERMISSION IS GIVEN BY THESE COMPANIES AND THE DEPARTMENT.
8. 12" OF ALL THREAD EMBEDED IN CONCRETE
9. MIN. 5/8" ALL THREAD FOR SECTIONS 10FT OR UNDER

GENERAL WATER/SEWER DETAIL: GWS02

REACTION BACKING TABLE

BLOCKING SCHEDULE					
PIPE SIZE		BENDS 45°	22 1/2°	11 1/4°	ROD DIA.
8"	VOLUME REQ'D (CU. FT.)	98.5	50.2	25.2	3/4 IN.
	A (FT.)	5.00'	4.00'	3.00'	
	B (FT.)	4.00'	3.20'	2.80'	
	C (FT.)	5.00'	4.00'	3.00'	
	MIN. CLAMP (2 EA.)	3/8 IN. x 2 IN.			
12"	VOLUME REQ'D (CU. FT.)	209.5	106.8	53.7	3/4 IN.
	A (FT.)	6.00'	5.00'	4.00'	
	B (FT.)	6.00'	4.25'	3.50'	
	C (FT.)	6.00'	5.00'	4.00'	
	MIN. CLAMP (2 EA.)	1/2 IN. x 2 IN.			
18"	VOLUME REQ'D (CU. FT.)	457.2	233.1	117.1	1 IN.
	A (FT.)	8.00'	6.50'	5.00'	
	B (FT.)	7.25'	5.50'	4.75'	
	C (FT.)	8.00'	6.50'	5.00'	
	MIN. CLAMP (2 EA.)	5/8 IN. x 3 IN.			
24"	VOLUME REQ'D (CU. FT.)	800.3	408.0	205.0	1 1/4 IN.
	A (FT.)	9.50'	7.50'	6.00'	
	B (FT.)	9.00'	7.25'	5.75'	
	C (FT.)	9.50'	7.50'	6.00'	
	MIN. CLAMP (2 EA.)	5/8 IN. x 3 IN.			

VOLUME CALCULATED ON THE BASIS OF CONCRETE REACTING THRUST ON THE RESPECTIVE BENDS UNDER AN INTERNAL PRESSURE OF 250 PSI, 50 PSI SURGE AND THE WEIGHT OF CONCRETE IS 150 POUNDS PER CU. FT.

NOTES:
1. ALL FITTINGS SHALL BE MECHANICAL JOINTS.
2. DO NOT COVER BELLS OR FLANGES WITH CONCRETE.
3. WRAP ALL FITTINGS WITH POLY WRAP.
4. BACK ALL TEES ACCORDING TO SIZE OF BRANCH.
5. BACKING FUTURE LINE EXTENSIONS SHALL BE SUCH THAT LATER REMOVAL IS POSSIBLE.
6. ALL BENDS WHERE FITTINGS ARE USED, BOTH HORIZONTAL OR VERTICAL, SHALL BE BACKED WITH CONCRETE.
7. REACTION BACKING TABLE IS BASED ON 150 PSI AND SOIL BEARING PRESSURE OF 2,000 LB/SQ. FT. ADDITIONAL BACKING MAY BE REQUIRED IN SOME AREAS AS REQUIRED BY CITY WATER DEPARTMENT.

GENERAL WATER/SEWER DETAIL: GWS03

THE CITY OF WATER B UTILITIES BENTONVILLE
3200 SW MUNICIPAL DR.
Bentonville, AR 72712
Ph: (479) 271-3140
www.bentonvillear.com

WATER/SEWER DETAILS

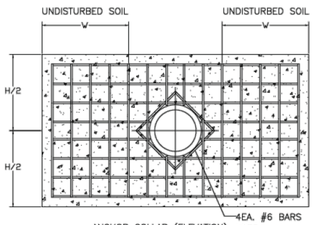
CALL BEFORE YOU DIG 1-800-482-8998 ARKANSAS ONE-CALL SYSTEM, INC.

REVISION:
2024

DRAWN BY:	JS	DATE:	08/27/2024
APPROVED BY:	AW	DATE:	08/27/2024
SHEET NUMBER:	1	OF	1
LSD24–0007			

ANCHOR COLLAR SPECIFICATIONS

ANCHOR COLLAR SCHEDULE						
PIPE SIZE	DIMENSIONS W	H	T	M	REINFORCING BARS "A" BARS	"B" BARS
6"	1.5'	2.0'	1.0'	M.J. RETAINER GLAND	#6@6"	#6@6"
8"	1.5'	2.5'	1.0'	M.J. RETAINER GLAND	#6@6"	#6@6"
12"	2.0'	4.0'	1.5'	M.J. RETAINER GLAND	#6@6"	#6@6"
16"	3.0'	4.5'	1.5'	M.J. RETAINER GLAND	#6@6"	#6@6"
20"	3.0'	5.0'	2.0'	M.J. RETAINER GLAND	#6@6"	#6@6"
24"	3.5'	5.5'	2.0'	M.J. RETAINER GLAND	#7@6"	#6@10"
30"	6.5'	6.0'	2.5'	4"	#8@6"	#7@10"
36"	7.0'	7.0'	2.5'	4"	#8@6"	#7@10"



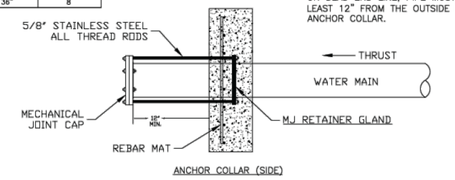
ANCHOR COLLAR (ELEVATION)

ROD REQUIREMENTS	
MAIN SIZE	NO. OF RODS
6"	2
8"	4
12"	4
16"	6
24"	6
30"	8
36"	8

NOTE:
USE M.J. RETAINER GLANDS FOR PIPE 24" AND SMALLER.

NOTE:
PIPE SURFACES SHALL BE CLEANED OF ALL FOREIGN MATERIAL BEFORE 4000 PSI CONCRETE COLLAR IS POURED.

NOTE:
ON DEAD END LINE, PIPE MUST EXTEND AT LEAST 12" FROM THE OUTSIDE EDGE OF ANCHOR COLLAR.

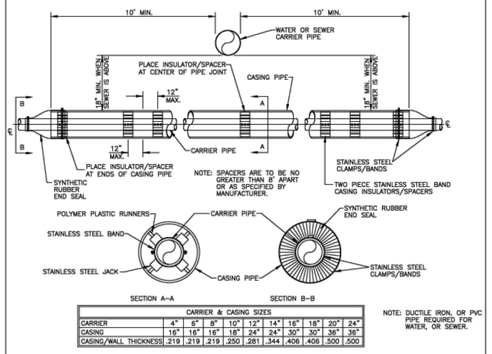


ANCHOR COLLAR (SIDE)

NOTE:
ALL-THREAD STEEL RODS SHALL BE 5/8" STAINLESS STEEL WITH STAINLESS STEEL HARDWARE.

GENERAL WATER/SEWER DETAIL: GWS04

ENCASEMENT CROSSING DETAIL



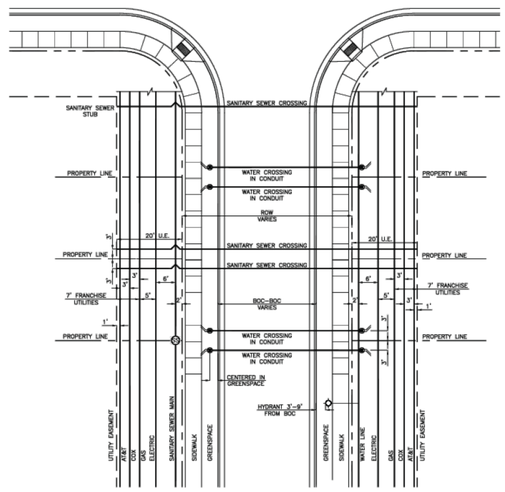
CARRIER & CASING SIZES										
CARRIER	4"	6"	8"	10"	12"	14"	16"	18"	20"	24"
CASING	16"	16"	16"	18"	24"	24"	30"	30"	36"	36"
CASING/WALL THICKNESS	.219	.219	.219	.250	.281	.344	.406	.406	.500	.500

NOTE: DUCTILE IRON, OR PVC PIPE REQUIRED FOR WATER, OR SEWER.

*ALL BELLS SHALL BE RESTRAINED BY APPROVED METHOD.

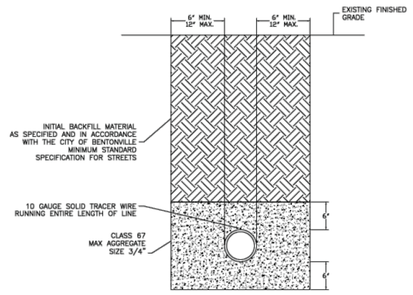
GENERAL WATER/SEWER DETAIL: GWS05

SUBDIVISION UTILITY PLACEMENT



GENERAL WATER/SEWER DETAIL: GWS06

TYPICAL BEDDING DETAIL



* REFER TO STREET SPECIFICATIONS FOR STREET REPAIR INFORMATION

GENERAL WATER/SEWER DETAIL: GWS07

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND THE CITY CLERK TO ENTER INTO CHANGE ORDER NO. 1 WITH CROSSLAND CONSTRUCTION, TO UPSIZE THE SANITARY SEWER LINE AT THE PARKS MAINTENANCE FACILITY, IN AN AMOUNT NOT TO EXCEED FORTY-FIVE THOUSAND ONE SIXTY-FOUR DOLLARS AND SEVENTY-FOUR CENTS ($45,164.74); AND FOR OTHER PURPOSES.

WHEREAS, this change order authorizes the upsize of the sanitary sewer line from 10" to 18" which will accommodate all upstream development per Plan Bentonville; and

WHEREAS, this project is funded with money in the sewer rehab fund which is already budgeted; therefore, no budget adjustment is needed.

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

Section 1: The Mayor and City Clerk are hereby authorized to enter into Change Order No. 1 with Crossland Construction, upsizing the sanitary sewer line from 10" to 18", in an amount not to exceed forty-five thousand one hundred sixty-four dollars and seventy-four cents ($45,164.74);

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

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

PASSED and APPROVED this _____ day of _____, 2025.

APPROVED:

_____
STEPHANIE ORMAN, Mayor

ATTEST:

_____
MALORIE MARRS, City Clerk

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	5/13/2025	**Submitted By:**	Beau Thompson
Phone:	479.271-3140	**For Department(s):**	Water Utilities (Water)
Email:	bthompson@bentonvillear.com		

Item Type (Check all that apply)

☐ Informational ☑ Bid Award ☑ Enter into an Agreement ☐ Change Order
☐ Recognizing Funds ☐ Budget Adjustment ☐ Waiver of Bid ☐ Emergency Clause
☐ Ordinance ☑ Resolution ☐ Informational

Title, Recommendation & Justification

Title:	Resolution to Award Bid IFB-25-11 48" Transmission Main Valves Procurement
Action Recommendation & Justification:	Resolution authorizing an agreement with DeZurik Inc., for the 48" Transmission Main Valves in the amount of $921,778.00, associated with ARDOT project 090512 Hwy 112 relocation. Utility Board approved 4-0. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	Total project cost is $20,574,200.00. The 090512 project is 99.53% reimbursable with the City responsible for $4,332.36. Olsson Engineering reviewed the bid submissions, determining the low bidder does not meet the State's requirements for Buy American Build American and recommends an award to the next lowest bidder DeZurik Inc. The early procurement of the 14 valves is needed due to the extended lead time of the 48" butterfly valves. This qualifies for advance payment by ARDOT.
Amount for Approval:	$ 921,778.00

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

April 29, 2025

Bentonville Water Utilities
Attn: Beau Thompson, Manger - Technical Services
3200 SW Municipal Dr.
Bentonville, AR 72712
Delivered Via Email: <bthompson@bentonvillear.com>

RE: IFB-25-11 RE-BID, 48" Transmission Main Valves Procurement

Dear Mr. Thompson:

The City of Bentonville's purchasing department received five (5) bids for the above-referenced project on April 16, 2025. The low bidder was Vector Controls of Plano, Texas. Their submitted bid includes foreign manufactured valves by AV-Tek. Project specifications require compliance with the Buy America, Build America (BABA) Act that requires products to be of domestic manufacture. This requirement was included in the project specification due to project funding requirements by the Arkansas Department of Transportation (ARDOT). Since Vector Controls would be providing a foreign product that does not meet the BABA Act, Olsson recommends rejection of their bid.

The second lowest bidder was Dezurik, Inc. of Sartell, Minnesota. Dezurik is a valve manufacturer that has been in business since 1928 who can provide valves of domestic manufacture. Olsson reviewed available technical data from Dezurik and found they meet the technical requirements of the project except for the alternates noted in their bid. Dezurik's 6-inch, 8-inch, and 10-inch butterfly valves were submitted as alternates. These alternate valves meet project specifications except for the "double offset" shaft/disc design that was desired for the inline buried 48-inch valves. We recommend Bentonville allow these smaller valves to be alternate as they meet the Water Utilities' standard specification and will be installed in vaults where they will be easier to maintain.

Based on our review, Olsson recommends the City of Bentonville award this bid to Dezurik, inc. Our recommendation is based on a review of available technical data and their ability to meet the project funding requirements as outlined in the Build America, Buy America (BABA) Act.

If you have any questions, feel free to contact me at 479.332.3935 or at cdougherty@olsson.com.

Sincerely,

[redacted]

Chris Dougherty, PE
Group Leader, Water/Wastewater

Cc: Chad Coats, ARDOT;file

CITY OF BENTONVILLE, ARKANSAS PURCHASING AND COMPLIANCE DEPARTMENT

FORMAL SEALED BID TABULATION

Date of Bid Opening:	4/17/25	Time of Bid Opening:	1:00 PM	IFB-25-11 RE-BID

Solicitation Title: 48" Transmission Main Valves Procurement

Bidders:				Instrument & Supply, Inc.			DeZurik, Inc.			Scruggs Company Submission #1			Scruggs Company Submission #2			Vector Controls		
Line Item	Quantity	Unit of Measure	Description	Unit Price	Extended Price	Lead Times	Unit Price	Extended Price	Lead Times	Unit Price	Extended Price	Lead Times	Unit Price	Extended Price	Lead Times	Unit Price	Extended Price	Lead Times
1	14	EA	48-Inch FLGxFLG Butterfly Valves Note: Associated with CAV vaults	$71,277.00	$997,878.00	44 Weeks	$60,692.00	$849,688.00	7 In 34-36 Weeks 7 In 40-48 Weeks	$105,612.75	$1,478,578.50	2 - 38 Weeks 12 - 46 Weeks	$181,457.93	$2,540,411.02	28 Weeks	$50,050.63	$700,708.82	26 Weeks
2	2	EA	6-Inch FLGxFLG Butterfly Valves Note: Associated with CAV vaults	$6,127.00	$12,254.00	38 Weeks	$4,204.00	$8,408.00	40 Weeks	$3,747.09	$7,494.18	38 Weeks	$4,127.06	$8,254.12	28 Weeks	$2,411.61	$4,823.22	Stock
3	1	EA	8-Inch FLGxFLG Butterfly Valves Note: Associated with CAV vaults	$6,990.00	$6,990.00	38 Weeks	$4,365.00	$4,365.00	40 Weeks	$4,363.58	$4,363.58	38 Weeks	$5,533.04	$5,533.04	28 Weeks	$2,904.36	$2,904.36	Stock
4	2	EA	10-Inch FLGxFLG Butterfly Valves Note: Associated with CAV vaults	$8,123.00	$16,246.00	38 Weeks	$4,924.00	$9,848.00	40 Weeks	$4,802.67	$9,605.34	38 Weeks	$7,680.33	$15,360.66	28 Weeks	$3,640.88	$7,281.76	Stock
5	2	EA	6-Inch Combination Air Release and Vacuum Valve Assemblies Note: Include surge check valve in assembly	$15,133.00	$30,266.00	50 Weeks	$6,498.00	$12,996.00	40-42 Weeks	$14,634.68	$29,269.36	20 Weeks	$14,634.68	$29,269.36	20 Weeks	$2,972.14	$5,944.28	12 Weeks
6	1	EA	8-Inch Combination Air Release and Vacuum Valve Assemblies Note: Include surge check valve in assembly	$17,056.00	$17,056.00	50 Weeks	$9,895.00	$9,895.00	40-42 Weeks	$22,635.84	$22,635.84	20 Weeks	$22,635.84	$22,635.84	20 Weeks	$5,005.71	$5,005.71	12 Weeks
7	2	EA	10-Inch Combination Air Release and Vacuum Valve Assemblies Note: Include surge check valve in assembly	$22,090.00	$44,180.00	50 Weeks	$13,289.00	$26,578.00	40-42 Weeks	$38,456.40	$76,912.80	20 Weeks	$38,456.40	$76,912.80	20 Weeks	$8,796.50	$17,593.00	12 Weeks
			Total Bid Price		$1,124,870.00			$921,778.00			$1,628,859.80			$2,698,376.84			$744,261.15	
				***Total Bid Price Corrected During Bid Evaluation.**						***Total Bid Price Corrected During Bid Evaluation.**			***Total Bid Price Corrected During Bid Evaluation.**			***Total Bid Price Corrected During Bid Evaluation.**		

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

TABULATION VERIFICATION

[redacted]
Purchasing and Compliance Specialis

X [redacted]
Keisi Frederick
Purchasing and Compliance Manager

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH DEZURIK, INC., FOR THE PURCHASE OF THE 48" TRANSMISSION MAIN VALVES, IN AN AMOUNT NOT TO EXCEED NINE HUNDRED TWENTY-ONE THOUSAND SEVEN HUNDRED SEVENTY-EIGHT DOLLARS ($921,778.00), FOR USE BY THE WATER DEPARTMENT; AND FOR OTHER PURPOSES.

WHEREAS, DeZurik, Inc. is the lowest qualified bidder for bid IFB-25-11 in that Olsson Engineering has determined that the actual lowest bidder did not meet the State's requirements for Buy American Build American;

WHEREAS, this contract covers the purchase of 48" Transmission Main Valves for the City of Bentonville Water Department; and

WHEREAS, this will be paid with budgeted funds and no budget adjustment is necessary.

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

Section 1: The Mayor and City Clerk are authorized to enter into a contract with DeZurik, Inc., for the purchase of 48" Transmission Main Valves, in an amount not to exceed nine hundred twenty-one thousand seven hundred seventy-eight dollars ($921,778.00);

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

Consent Agenda Item LS24-0052

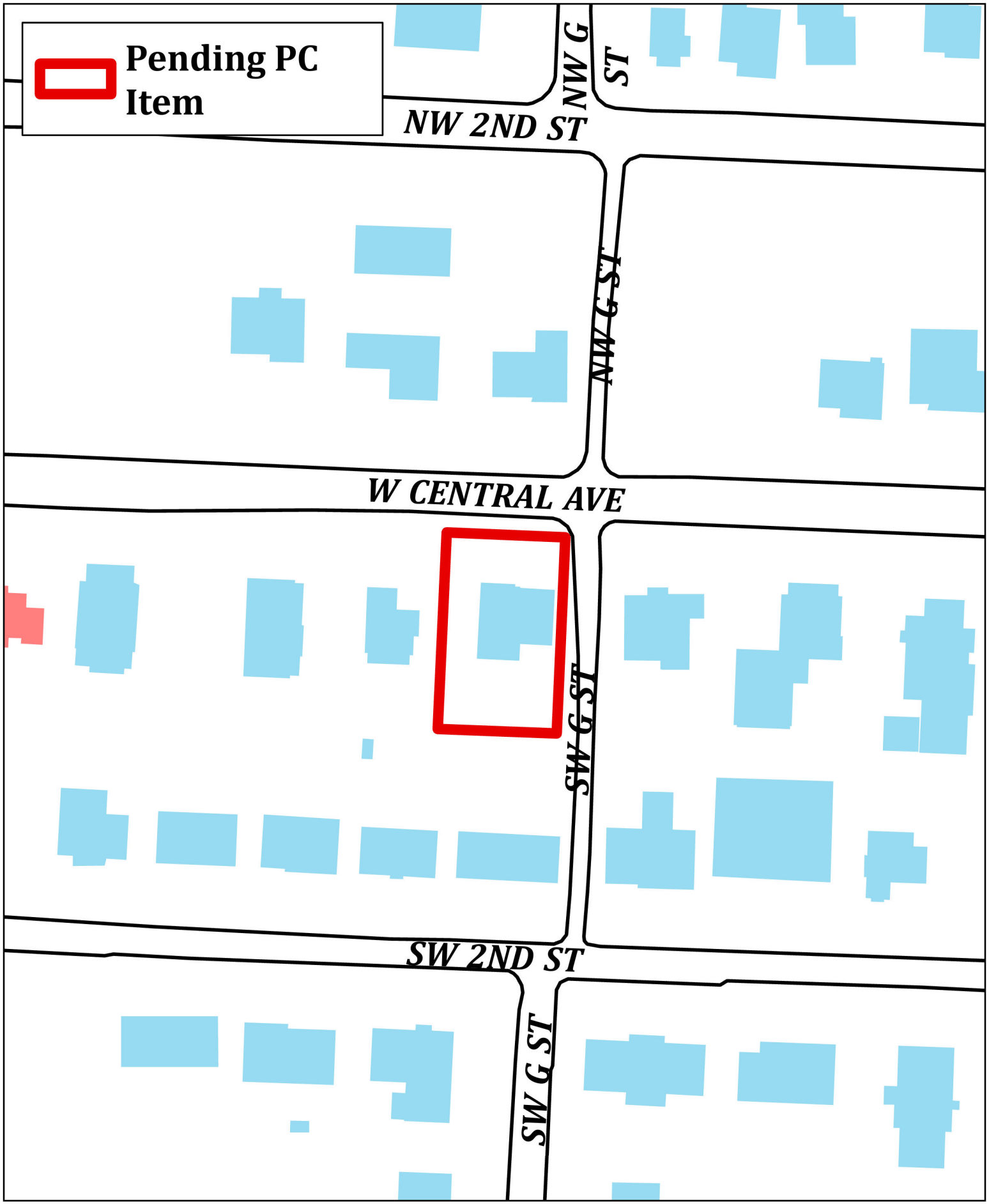
For the Planning Commission meeting on May 13, 2025

Details

Lotsplit: Lot 4, Creating New Lots 55 of Dickson's Addition. 801 West Central, R-1, Low-Density Single-Family Residential, LS24-0052

A Property Line Adjustment of Lot 4, Creating New Lots 55 of Dickson's Addition. The plat is dedicating 990 square feet of right of way along Southwest G Street. The lots have direct access to Southwest G Street and West Central. The plat is also dedicating right of way along West Central.

On 1/7/25 applicant asked to be relieved of a 19' MSP dedication to make the existing 6' half width a 25' half width of a downtown collector. PC approved a ROW dedication of 8' for G St for a modified street section of 28' (1.5' curb, two bidirectional 10' lanes, 1.5' curb and a 5' sidewalk on one side). The applicant has dedicated the 8' right of way on this plat.



N
W E
S

LS24-0052
Lot Split of Lot 4 Dickson's Addt Creating Lot 56
501 W. Central Ave

DICKSON'S ADDITION - LOT 55

BEING A LOT SPLIT OF EXISTING LOT 4, CREATING NEW LOT 55 OF DICKSON'S ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS

Certificate of Ownership

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

Date of Execution: _____

_____
Signed:

_____
Printed Name:

_____
Signed:

_____
Printed Name:

Name and Address: _____

_____

Acknowledgement

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 20___.

Notary Public _____

My Commission Expires: _____

Certificate of Surveying Accuracy

I, _____, 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. _____
State of Arkansas

SURVEYOR'S NOTE: This property does not lie within the 100-Year Flood Zone, according to the Flood Map for Benton County, Arkansas Community Panel No. 05007C0255K Dated: June 5, 2012.

SURVEYOR'S NOTE: This survey was conducted under the supervision of Clovis W. Satterfield, No. 0147, Ricky Hill, No. 1443, or Jacob Long, No. 1915, Satterfield Land Surveyors, P.A., Certificate of Authorization No. 718. Satterfield Land Surveyors, P.A., 1-(479)-632-3565 Hwy. 71 North, P.O. Box 640, Alma, AR 72921

SURVEYOR'S NOTE: This survey was done to mark the corners on the ground and to show observed structures. Utilities located if Requested according to utility company records, and or above ground inspection. This survey was done from description furnished to us or instruction from the person(s) named on this plat. Surveyor has made no investigation or independent search for easements of record, encumbrances, restrictive covenants, ownership title evidence, or any other facts which an accurate and current title search my disclose.

Satterfield Land Surveyors P.A., Copyright 2024

This plat is copyright material and is provided solely for the use of the person(s) named on this plat and may not be used or distributed to any other person(s) or company for their benefit. No license has been created, expressed or implied to copy the survey without the written consent of Satterfield Land Surveyors, P.A.. No one including the person(s) named, may reproduce this plat. Only authentic copies that appear with the surveyor's seal in red may be used. Any copies used without this red seal are considered unauthorized copies and are considered a copyright infringement. After filing with State Surveyor's office, survey becomes public record.

PROPERTY DESCRIPTION

PARCEL #01-02342-002
PARCEL #01-02345-000
PARCEL #01-02346-000
PARCEL #01-02347-000

Parent Tract

Lot 4, Dickson's Addition to Bentonville, Benton County, Arkansas, containing 0.94 of an acre and subject to any Easements of Record.

Lot 4A

The North Half of the East 75.00 feet of Lot 4, Dickson's Addition to Bentonville, Benton County, Arkansas, being more particularly described as follows:

Beginning at a set nail marking the Northeast Corner of Lot 4, said point being at the intersection of the South right of way line of West Central Avenue and the West right of way line of a platted alley. Thence along the East line of Lot 4 and the West right of way line of said platted alley, South 02 degrees 34 minutes 09 seconds West, 123.75 feet to a set nail. Thence leaving the East line of Lot 2 and the West line of platted alley, North 87 degrees 42 minutes 43 seconds West, 75.00 feet to an existing 4 inch by 4 inch concrete post. Thence North 02 degrees 34 minutes 09 seconds East, 123.75 feet to an existing rebar on the North line of Lot 4, same being the South right of way line of West Central Avenue. Thence along the North line of said Lot 4 and the South right of way line of said West Central Avenue, South 87 degrees 42 minutes 43 seconds East, 75.00 feet to the Point of Beginning, containing 0.21 of an acre and subject to any Easements of Record.

Certificate of Approval

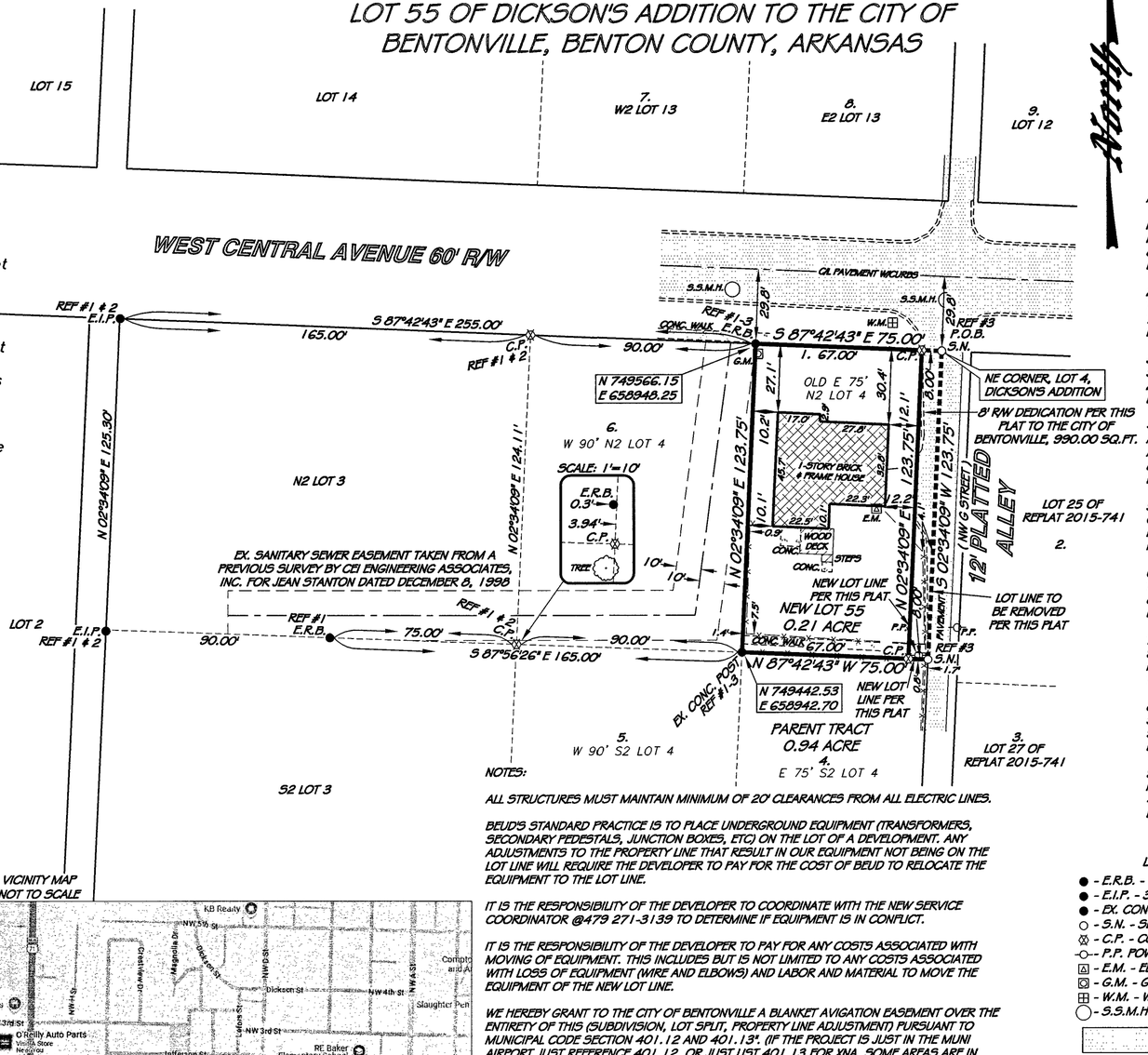
Pursuant to the Bentonville Land Development Code and all other conditions and approval having been completed, this document is hereby accepted. This Certificate is hereby executed under the authority of the said rules and regulations.

Date of Execution: _____

Signed: _____
Bentonville Planning Commission Chairman

Signed: _____
Mayor City of Bentonville

Signed: _____
City Clerk, City of Bentonville



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 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.

IT IS THE RESPONSIBILITY OF THE DEVELOPER TO COORDINATE WITH THE NEW SERVICE COORDINATOR @479 271-3139 TO DETERMINE IF EQUIPMENT IS IN CONFLICT.

IT IS THE RESPONSIBILITY OF THE DEVELOPER TO PAY FOR ANY COSTS ASSOCIATED WITH MOVING OF EQUIPMENT. THIS INCLUDES BUT IS NOT LIMITED TO ANY COSTS ASSOCIATED WITH LOSS OF EQUIPMENT (WIRE AND ELBOWS) AND LABOR AND MATERIAL TO MOVE THE EQUIPMENT OF THE NEW LOT LINE.

WE HEREBY GRANT TO THE CITY OF BENTONVILLE A BLANKET AVIGATION EASEMENT OVER THE ENTIRETY OF THIS (SUBDIVISION, LOT SPLIT, PROPERTY LINE ADJUSTMENT) PURSUANT TO MUNICIPAL CODE SECTION 401.12 AND 401.13*. (IF THE PROJECT IS JUST IN THE MUNI AIRPORT JUST REFERENCE 401.12, OR JUST LIST 401.13 FOR XNA, SOME AREAS ARE IN BOTH.

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.

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

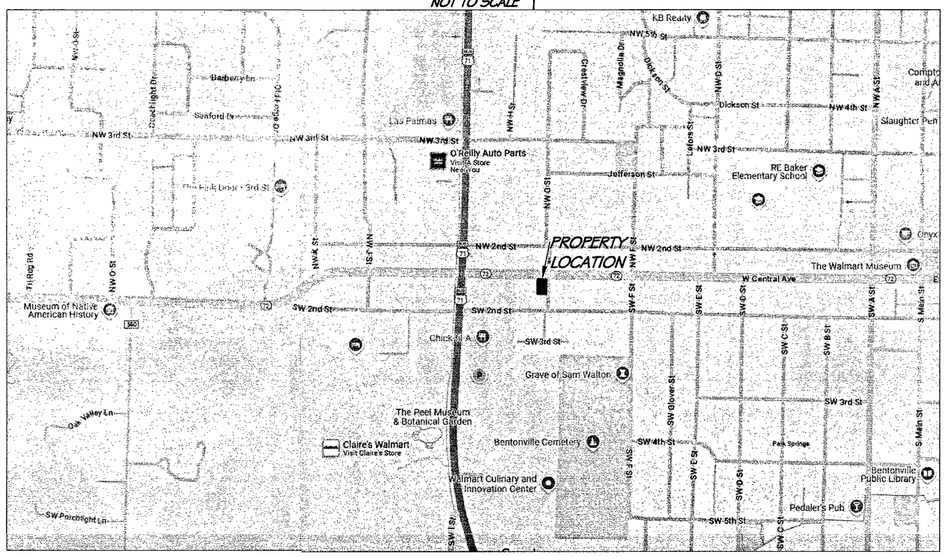
ALL SIDEWALKS SHALL BE INSTALLED BY THE TIMEFRAMES SET FORTH IN 900.08 OF THE STREET SPECIFICATIONS.

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

SETBACKS SHALL BE PER THE CURRENT ZONING DISTRICT AS STATED IN THE MOST RECENT CITY OF BENTONVILLE ZONING CODE.

WAIVER WAS APPROVED BY CITY OF BENTONVILLE PLANNING COMMISSION DURING THEIR JANUARY 7, 2024 MEETING FOR A REDUCTION OF RIGHT OF WAY DEDICATION FOR NW "G" STREET FROM 25.00 FEET TO 8 FEET.

VICINITY MAP
NOT TO SCALE



ADJOINING PROPERTY OWNER

1. PARCEL #01-02346-000
PAIGE & PEYTON COMBS
801 W CENTRAL AVE
BENTONVILLE AR 72712

2. PARCEL #01-02350-001
TIMOTHY PASLAY & KRISTINA METZ
723 W CENTRAL AVE
BENTONVILLE AR 72712

3. PARCEL #01-02351-001
STICKS & IVORY LLC
2402 NW LINEBARGER LN
BENTONVILLE AR 72712

4. PARCEL #01-02345-000
ALEX & ELISE LAKE REVOCABLE TRUST
ALEX & ELISE LAKE CO-TRUSTEES
811 NW 20TH ST
BENTONVILLE AR 72712

5. PARCEL #01-02347-000
GREAT TEAM WIN MANAGEMENT LLC
PO BOX 2881
ROGERS AR 72757

6. PARCEL #01-02342-002
THOMAS & GLORIA HUNTON
807 W CENTRAL AVE
BENTONVILLE AR 72712

7. PARCEL #01-02371-001
9 5 & K HOMES OF NWA LLC
PO BOX 432
TONTITOWN AR 72770

8. PARCEL #01-02369-000
SUE NEWMAN & R DOUGLAS VANDERPOOL
908 SW A ST
BENTONVILLE AR 72712

9. PARCEL #01-02366-000
MARK KELLEY
410 SW E ST
BENTONVILLE AR 72712

LEGEND

- ● - E.R.B. - 1/2" EXISTING REBAR
- ● - E.I.P. - 3/4" EXISTING IRON PIN
- ● - EX. CONC. POST - EXISTING CONCRETE POST
- ○ - S.N. - SET NAIL
- ⊗ - C.P. - COMPUTED POINT
- -○- - P.P. POWER POLE
- Ⓔ - E.M. - ELECTRIC METER
- Ⓖ - G.M. - GAS METER
- ⊞ - W.M. - WATER METER
- Ⓢ - S.S.M.H. - SANITARY SEWER MANHOLE
- - PAVEMENT
- - BUILDING
- - CONC. - CONCRETE
- - WOOD DECK
- - BUILDING
- - LOT / PROPERTY LINE
- - CONC. - CONCRETE
- - EASEMENT
- -x-x-x-x- - FENCE
- - EXISTING LOT LINE
- - PREVIOUS PROPERTY LINE
- - EDGE OF PAVEMENT
- - R/W LINE - RIGHT OF WAY LINE

OWNERS: PAIGE & PEYTON COMBS
801 W CENTRAL AVE.
BENTONVILLE, AR 72712

PROJECT #LS24-0052 ATLAS PAGE #361

40' 20' 0 GRAPHIC SCALE 40' 80'

REFERENCE DEED	WARRANTY DEED DOCUMENT 99112663
SURVEY REFERENCES	
1 - CEI ENGINEERING ASSOCIATES, INC. FOR JEAN STANTON - 12/8/98	
2 - CEI ENGINEERING ASSOCIATES, INC. - #6196 - 3/24/93	
3 - THOMAS E. PAGE FOR OZARKA REALTY - 6/12/72	
BASIS OF BEARING ARKANSAS STATE PLANE COORDINATES GRID NORTH 1983.	

REVISIONS

- 12/10/24 - REVISED AS PER CITY COMMENTS.
- 1/20/25 - REVISED R/W DEDICATION.
- 3/27/25 - REVISED AS PER CITY COMMENTS.
- 4/1/25 - REVISED TO CORRECT HEADER.

SURVEYORS DISCLAIMER AND STATEMENT OF USE

This survey was conducted by the written or verbal authorization of the person named as the buyer and/or Use by as shown on this plat. No one has the authority to use the data or legal description from this survey except those named or their agents and the survey is only certified to the date shown on this plat. This plat is protected by copyright and any person other than those named using or relying upon this plat will be held responsible. Satterfield Land Surveyors, P.A. will not be responsible or have any liability to any other person or company who uses this plat without written authorization. After filing with State Surveyor's office, survey becomes public record.

SURVEYOR:
RICKY HILL / JACOB LONG
1928 HWY 71 NORTH
ALMA, AR, 72921
PHONE:
(479)632-3565
EMAIL:
ricky@slsurveying.com
jlong@slsurveying.com

CONTACT: COLE REEVES
2379 MARYLANE DR.
ROGERS, AR 72756
PHONE: (870) 245-8505

DRAWN BY:	J.D.B.
SCALE:	1"=40'
DATE:	11-14-24
JOB NO.	49,321

Satterfield Land Surveyors P.A.
REG. ARK. & OKLA.
1928 HWY. 71 NORTH, ALMA, ARK. - PHONE No. (479) 632-3565
FAX (479) 632-5002 - WEBSITE: http://www.slsurveying.com

ORDINANCE NO._____

AN ORDINANCE ACCEPTING A LOT SPLIT OF LOT 4 OF DICKSON'S ADDITION CREATING NEW LOT 55 OF DICKSON'S ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS; AND FOR OTHER PURPOSES.
(PROJECT NUMBER: LS24-0052)

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the lot split of LOT 4 OF DICKSON'S ADDITION creating new LOT 55 OF DICKSON'S ADDITION, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on May 6, 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 4 OF DICKSON'S ADDITION creating new LOT 55 OF DICKSON'S ADDITION to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes;

Section 2: That the Mayor and City Clerk be and are hereby authorized and directed to evidence the acceptance of said 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

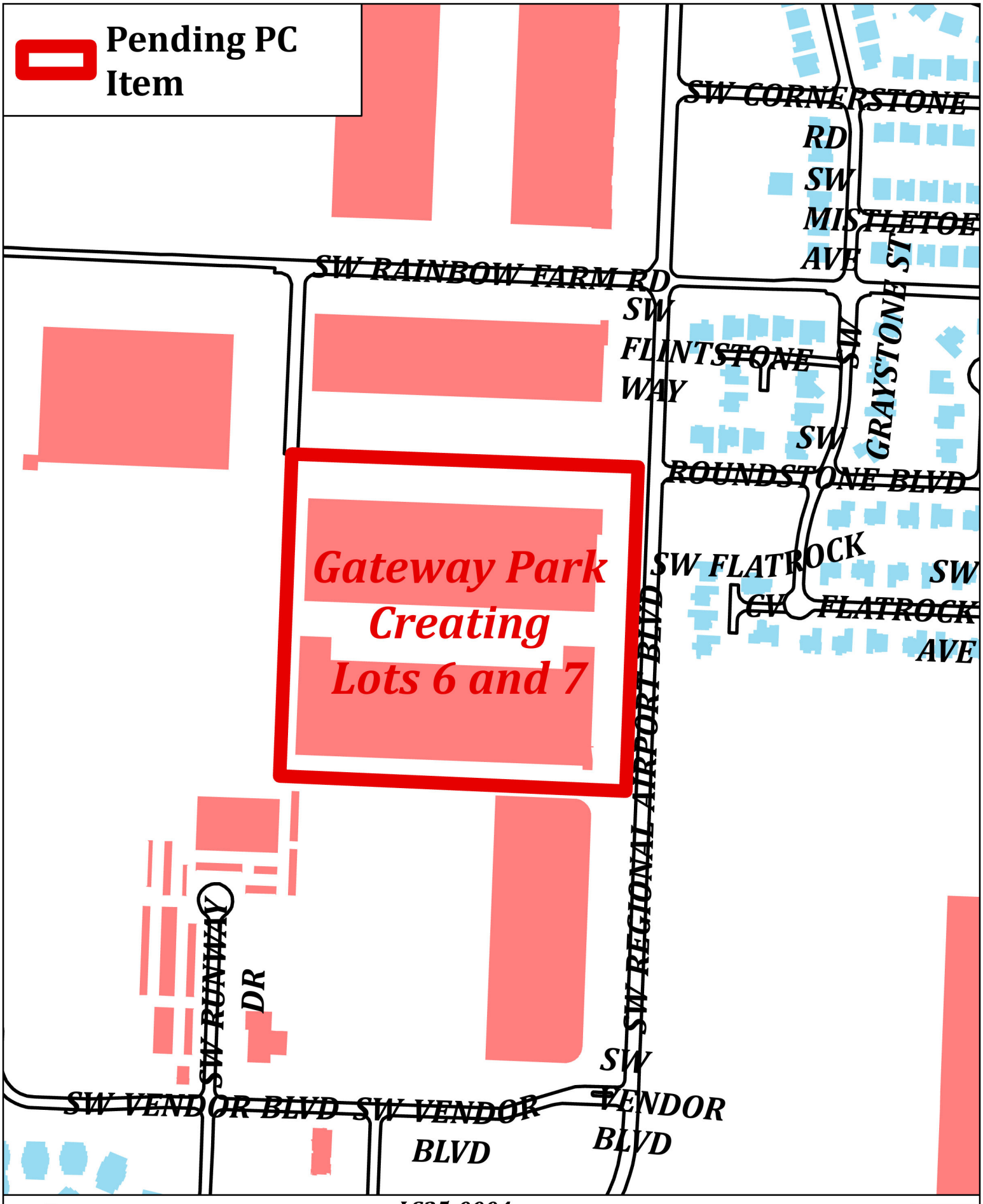
_____
Malorie Marrs, City Clerk

Consent Agenda Item LS25-0004

For the Planning Commission meeting on May 13, 2025

Details

The lot split creates lots 6 and 7 of Gateway Park Addition, a large light industrial project along SW Regional Airport Road. The Large Scale portion of the project was approved by the Planning Commission on November 5, 2024; this is the associated lot split. Utility, drainage and access easements are dedicated on the lot split.



LS25-0004
Gateway Park Creating Lots 6 & 7
5000 SW REGIONAL AIRPORT BLVD

PARENT DESCRIPTION LOT 2 GATEWAY PARK ADDITION:

BEING ALL OF LOT 2 OF GATEWAY PARK ADDITION PROPERTY LINE ADJUSTMENT PLAT IN THE CITY OF BENTONVILLE ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED IN PLAT BOOK 2014 AT PAGE 334 IN THE RECORDS OF BENTON COUNTY, ARKANSAS, ALSO DESCRIBED AS BEING A PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 19 NORTH, RANGE 31 WEST OF THE 5TH PRINCIPAL MERIDIAN, BENTON COUNTY, ARKANSAS.

LOT 6 DESCRIPTION:

BEING A PART OF LOT 2 OF GATEWAY PARK ADDITION PROPERTY LINE ADJUSTMENT PLAT IN THE CITY OF BENTONVILLE ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED IN PLAT BOOK 2014 AT PAGE 334 IN THE RECORDS OF BENTON COUNTY, ARKANSAS, ALSO DESCRIBED AS BEING A PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 19 NORTH, RANGE 31 WEST OF THE 5TH PRINCIPAL MERIDIAN, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 2 BEING MARKED BY A CAPPED 1/2" REBAR EMBOSSED PS #1698; THENCE SOUTH 02°10'46" WEST ALONG THE WEST RIGHT-OF-WAY OF U.S. HIGHWAY 12, A DISTANCE OF 433.22 FEET TO THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED LOT 6 BEING MARKED BY A CAPPED 1/2" REBAR EMBOSSED PS #1834; THENCE DEPARTING SAID WEST RIGHT-OF-WAY, NORTH 87°48'25" WEST ALONG THE HEREIN DESCRIBED SOUTH LINE OF LOT 6, A DISTANCE OF 901.80 FEET TO THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED LOT 6 BEING MARKED BY A MAG NAIL WITH WASHER EMBOSSED PS #1913; THENCE DEPARTING SAID SOUTH LINE, NORTH 02°22'35" EAST ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 432.53 FEET TO THE NORTHWEST CORNER OF SAID LOT 2 BEING MARKED BY A 1.5" ALUMINUM MONUMENT; THENCE DEPARTING SAID WEST LINE, SOUTH 87°51'03" EAST ALONG THE NORTH LINE OF SAID LOT 2, A DISTANCE OF 900.31 FEET TO THE POINT OF BEGINNING CONTAINING 8.95 ACRES MORE OR LESS BEING SUBJECT TO ANY EASEMENTS OF RECORD OR FACT.

LOT 7 DESCRIPTION:

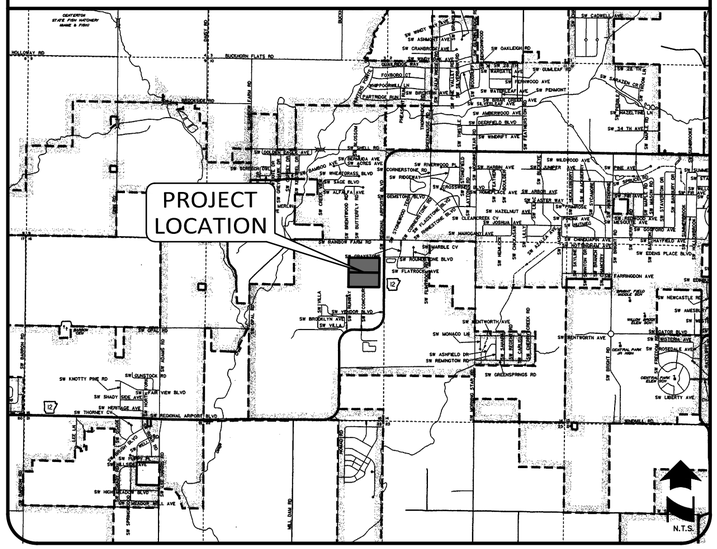
BEING A PART OF LOT 2 OF GATEWAY PARK ADDITION PROPERTY LINE ADJUSTMENT PLAT IN THE CITY OF BENTONVILLE ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED IN PLAT BOOK 2014 AT PAGE 334 IN THE RECORDS OF BENTON COUNTY, ARKANSAS, ALSO DESCRIBED AS BEING A PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 19 NORTH, RANGE 31 WEST OF THE 5TH PRINCIPAL MERIDIAN, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 2 BEING MARKED BY A CAPPED 1/2" REBAR EMBOSSED PS #1834; THENCE NORTH 02°22'35" EAST ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 427.92 FEET TO THE NORTHWEST CORNER OF THE HEREIN DESCRIBED LOT 7 BEING MARKED BY A MAG NAIL WITH WASHER EMBOSSED PS #1913; THENCE DEPARTING SAID WEST LINE, SOUTH 87°48'25" EAST ALONG THE HEREIN DESCRIBED NORTH LINE OF LOT 7, A DISTANCE OF 901.80 FEET TO THE NORTHEAST CORNER OF SAID LOT 7 BEING MARKED BY A CAPPED 1/2" REBAR EMBOSSED PS #1834 BEING ON THE WEST RIGHT-OF-WAY OF U.S. HIGHWAY 12; THENCE DEPARTING SAID NORTH LINE, SOUTH 02°10'46" WEST ALONG SAID WEST RIGHT-OF-WAY, A DISTANCE 425.09 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2 BEING MARKED BY A MAG NAIL WITH WASHER EMBOSSED PS #1913; THENCE DEPARTING SAID WEST RIGHT-OF-WAY, NORTH 87°59'11" WEST ALONG THE SOUTH LINE OF SAID LOT 2, A DISTANCE OF 903.27 FEET TO THE POINT OF BEGINNING CONTAINING 8.84 ACRES MORE OR LESS BEING SUBJECT TO ANY EASEMENTS OF RECORD OR FACT.

REFERENCE DOCUMENTS:

1. SURVEY BY DERRICK THOMAS PS #1642 PLAT BOOK 2014 PAGE 334 DATED 7/11/2014
2. SURVEY BY BRAD FERGUSON PS #1728 INSTRUMENT L201845475 DATED 8/1/2018
3. SURVEY BY CLAYTON CROTTS PS #1834 INSTRUMENT L202162086 DATED 8/13/2021

VICINITY MAP



GENERAL NOTES:

- BASIS OF BEARINGS: ALL DISTANCES AND BEARINGS SHOWN HEREON ARE GRID DISTANCE BASED ON GRID NORTH, ARKANSAS STATE PLANE COORDINATE SYSTEM, NORTH ZONE (0301). BASED ON STATIC GPS OBSERVATIONS AND OPUS PROCESSED SOLUTION AT LATITUDE 36°19'39.11" N, LONGITUDE 94°15'30.83" W; CONVERGENCE ANGLE OF 1°18'51"; SCALE FACE OR 1.00003516 (GRID TO GROUND).
- FLOOD INFORMATION: BASED UPON REVIEW OF FEMA FIRM, BENTON COUNTY, ARKANSAS AND INCORPORATED AREAS, MAP NUMBER 05007C0235K, EFFECTIVE DATE JUNE 5, 2012, AND BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS DETERMINED TO BE IN ZONE X, OR AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN. SURVEYOR ASSUMES NO LIABILITY FOR THE CORRECTNESS OF CITED FLOOD MAP.
- EVERY RECORDED DOCUMENT REVIEWED AND CONSIDERED AS A PART OF THIS SURVEY IS NOTED HEREON. SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OR OTHER ENCUMBRANCES OR FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH WOULD DISCLOSE. THERE MAY EXIST OTHER DOCUMENTS OF RECORD OR FACTS AFFECTING THIS PARCEL.
- EXISTING UTILITIES SHOWN HEREON WERE LOCATED BY OBSERVED SURFACE IMPROVEMENTS. ACTUAL LOCATIONS OF UTILITIES SHOWN, OR EXISTENCE OF ADDITIONAL SUBSURFACE IMPROVEMENTS NOT SHOWN HEREON SHOULD BE VERIFIED BEFORE ANY EXCAVATIONS. LOCATIONS OR EXISTENCE OF SURFACE OR SUBSURFACE IMPROVEMENTS MAY DIFFER FROM THOSE SHOWN HEREON.
- BEFORE ANY WORK IN THE RIGHT-OF-WAY COMMENCES, CONTRACTOR AND OR OWNER IS TO CONTACT THE CITY OF BENTONVILLE ENGINEERING AND TRANSPORTATION DEPARTMENTS AND NOTIFY SAID DEPARTMENTS ON THE INTENT AND TYPE OF THE WORK THAT WILL TAKE PLACE WITH-IN THE RIGHT-OF-WAY. WORK IN RIGHT-OF-WAY MAY REQUIRE A SEPARATE PERMIT.
- OWNER/DEVELOPER SHALL COORDINATE WITH ALL LOCAL UTILITIES TO ENSURE THAT EACH LOT HAS WATER, SEWER AND ELECTRIC SERVICE.
- SIDEWALKS SHALL BE THE RESPONSIBILITY OF THE BUILDER/OWNER AT TIME OF BUILDING PERMIT ISSUANCE.
- THERE MAY NOT BE FENCES OR ANY OTHER STRUCTURES BUILT IN ANY DRAINAGE EASEMENTS.
- 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.
- FIELD WORK WAS COMPLETE ON MARCH 3, 2025

LEGEND

Ex. Section Line	○	Set 5/8" Rebar w/ PS# 1913 Cap	GM	Ex. Gas Meter
Ex. Boundary Line	⌀	Set Mag Nail w/ PS# 1913 Washer	EB	Ex. Electric Box
Ex. Adjacent Boundary Line	●	Ex. Rebar	EM	Ex. Electric Meter
Ex. Right of Way Line	⌀	Ex. Nail	PP	Ex. Power Pole
Ex. Road Centerline	✖	Ex. Chiseled "X"	LP	Ex. Light Pole
Ex. Easement Line	▲	Ex. Monument	ETF	Ex. Electric Transformer
Ex. Fence Line	WM	Ex. Water Meter	MB	Ex. Mailbox
Dedicated Easement Per This Plat		Ex. Fire Hydrant		Ex. Sign
		Ex. Water Valve	VB	Ex. Vault Box
		Ex. Irrigation Control Valve		Ex. Flared End Section
		Ex. Fire Department Connection	TB	Ex. Telephone Box
Ex. Building		Ex. Sewer Manhole		Ex. Storm Drain Box
	CO	Ex. Sewer Clean-Out		Ex. Tree

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 DEDICATE TO THE USE OF THE PUBLIC THE STREETS, ALLEYS, DRIVES, EASEMENTS, ETC. AS SHOWN ON SAID PLAT.

DATE OF EXECUTION: _____

SIGNED: _____

STATE OF ARKANSAS

COUNTY OF _____

SWORN AND SUBSCRIBED BEFORE ME THIS DAY _____ OF _____, 2025.

NOTARY PUBLIC: _____

MY COMMISSION EXPIRES: _____

ZONING - LIGHT INDUSTRIAL (I-1)						
BUILDING SETBACKS						
FRONT YARD		SIDE YARD		REAR YARD		
WITH FRONT PARKING	WITHOUT FRONT PARKING	ADJ. TO NON-RESIDENTIAL DISTRICT AND/OR ROW	ADJ. TO RESIDENTIAL DISTRICT	ADJ. TO RIGHT-OF-WAY	ADJ. TO NON-RESIDENTIAL DISTRICT	ADJ. TO RESIDENTIAL DISTRICT
75'	30'	30'	75'	30'	50'	75'

CERTIFICATE OF APPROVAL:

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

DATE OF EXECUTION: _____

SIGNED _____
BENTONVILLE PLANNING COMMISSION CHAIRMAN

SIGNED _____
MAYOR CITY OF BENTONVILLE

SIGNED _____
CITY CLERK, CITY OF BENTONVILLE

CERTIFICATE OF SURVEYING ACCURACY:

I, JOSHUA BEMBENEK, 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: _____

PRELIMINARY FOR REVIEW

SIGNED: _____
JOSHUA BEMBENEK ARKANSAS
PS #1913

Filing Block

OWNER / DEVELOPER
CROSSMAR INVESTMENTS
3300 MARKET ST.M SUITE 438
ROGERS, AR 72758
CONTACT: CHRIS CROSSLAND/PHIL MARTZ
TELEPHONE: (515)-965-6597

SURVEYOR
HALFF
2407 SE COTTONWOOD ST.
BENTONVILLE, AR 72712
CONTACT: JOSHUA BEMBENEK
TELEPHONE: (479) 579-3983

halff
2407 SE COTTONWOOD ST.
SUITE 1
BENTONVILLE, AR 72712
TEL. (479) 273-2209

LOT SPLIT OF LOT 2 GATEWAY PARK ADDITION CREATING NEW LOTS 6 & 7 OF GATEWAY PARK ADDITION

BENTONVILLE, ARKANSAS

CITY PROJECT # LS25-0004

LOT SPLIT

Revisions

1	03.21.2025 - Revised Per 1st Submittal Comments
2	04.01.2025 - Revised Per 2nd Submittal Comments
3	04.10.2025 - Revised Per 3rd Submittal Comments

Drawn By:	JDS	Vert. Scale:	N/A
Approved By:	JBB	Horiz. Scale:	N/A
Date:	04.10.2025	Plot Scale:	1
Project No.:	52163.001	DWG Name:	LOT SPLIT

SHEET 1 of 2

Drawing Name: A:\52000s\52163\001\SURV\CADD\Sheets\V--PLAT--LS--52163.001.dwg Last Modified: Apr 10, 2025 -- 3:25pm Plotted on: Apr 10, 2025 -- 3:35pm by ah5165

Found 1-1/2" Aluminum Monument NW Corner Lot 2 Bk 2014 Pg 334

Ex. 40' Access Easement Plat Book 2014, Page 334

Lot 1
Gateway Park Addition
Parcel #: 01-17133-000
CROSSMAR INDUSTRIAL LLC
(4900 SW Regional Airport Blvd)
Zoning: I-1

S87°51'03"E 900.31'

POB
Existing 1/2" Rebar w/ PS #1698 Cap
NE Corner Lot 2
Bk 2014 Pg 334

45.0'

25'

Lot 63, Cornerstone Ridge Subdivision, Phase IV
Parcel# 01-14013-001
SULEIMAN, KALID F
Zoning: R-1

Lot 5
Gateway Park Addition
Parcel #: 01-17135-000
FEM RAINBOW FARM ROAD LLC
& CP1 BENTONVILLE I LLC
& CP1 BENTONVILLE II LLC ET AL
(4501 SW Rainbow Farm Rd.)
Zoning: I-1

Ex. 50' Shared Access Easement Plat Book 2014, Page 334

90.5' R/W

30' Utility Easement Dedicated Per This Plat

LOT 6
PER THIS PLAT
±8.95 ACRES

NEW LOT 6

20' Drainage Easement Plat Book 2014, Page 334

20' Access Easement Dedicated Per This Plat

432.53'

433.22'

Ex. 30' Gas Easement AR Western Gas Book 96, Page 088492

DTN 48
Parcel# 01-14014-000
CORNERSTONE RIDGE PROPERTY OWNERS ASSOCIATION INC
Zoning: PUD

SW Regional Airport Boulevard / AR Hwy 12
Right-Of-Way Width Varies

Lot 51
Parcel# 01-14015-001
HODGE, TERRY & ABBI
Zoning: R-1

Lot 52
Parcel# 01-14015-002
MARTIN, AMANDA
Zoning: R-1

Lot 53
Parcel# 01-14015-003
A C ELLIS PROPERTIES LLC
Zoning: R-1

Lot 54
Parcel# 01-14015-004
PHUNG, HOA THANH & NGUYEN, ANNA MARIA
Zoning: R-1

N02°22'35"E 860.45'

N02°22'35"E 3.49'

N78°18'07"E 84.14'

S78°18'07"W 86.72'

N02°22'35"E 17.13'

S87°49'31"E 697.25'

N87°48'25"W 901.80'

N87°49'31"W 693.54'

20' Drainage Easement Dedicated Per This Plat

New Lot Line Per This Plat

S02°10'46"W 8.16'

S80°29'47"E 123.86'

N80°29'47"W 125.15'

S02°10'46"W 858.31'

45.1'

Found 1/2" Rebar w/ PS #1834 Cap

S02°10'46"W 12.01'

S87°47'20"E 47.77'

N02°13'17"E 20.00'

S02°10'46"W 20.00'

N87°47'20"W 47.79'

Utility Easement Dedicated Per This Plat

Parent Tract
Lot 2
Gateway Park Subdivision
Parcel #: 01-17134-000
CROSSMAR INDUSTRIAL II LLC
Zoning: I-1

Lot 4
Gateway Park Addition
Parcel #: 01-17135-001
CROSSMAR INDUSTRIAL VII LLC
Zoning: I-1

S02°22'35"W 820.45'

20' Drainage Easement Plat Book 2014, Page 334

20' Access Easement Dedicated Per This Plat

427.92'

425.09'

LOT 7
PER THIS PLAT
±8.84 ACRES

NEW LOT 7

Ex. Drainage Easement Book 2015, Page 73084

N00°18'51"W 315.36'

30' Utility Easement Dedicated Per This Plat

Parcel# 01-08293-000
WAL-MART STORES INC 07-6094
Zoning: I-2

State Plane Coordinates
N: 732792.77
E: 646010.72

N87°37'25"W 20.00'

Found 1/2" Rebar w/ PS #1834 Cap

Found 1/2" Rebar

N87°59'11"W 903.27'

45.2'

Lot 1
Straube Business Park, Phase 3
Parcel #: 01-18928-000
SBS NW AR 2021 LLC
Zoning: C-2

Ex. 20' Utility Easement Plat Book P4, Page 541

Lot 28
Straube Business Park
Parcel #: 01-09916-000
CROSSMAR INDUSTRIAL IV LLC
Zoning: I-1

Ex. 30' Gas Easement Book 1996, Page 88492

Lot 27
Straube Business Park
Parcel #: 01-09918-001
CROSSMAR INDUSTRIAL IV LLC
Zoning: I-1

Set MAG Nail w/ PS 1913 Washer

State Plane Coordinates
N: 732761.03
E: 646913.44

Filing Block

60 0 60
Scale in Feet

PRELIMINARY FOR REVIEW

halff
2407 SE COTTONWOOD ST.
SUITE 1
BENTONVILLE, AR 72712
TEL. (479) 273-2209

LOT SPLIT OF LOT 2 GATEWAY PARK ADDITION CREATING NEW LOTS 6 & 7 OF GATEWAY PARK ADDITION

BENTONVILLE, ARKANSAS

CITY PROJECT # LS25-0004

LOT SPLIT

Revisions

1	03.21.2025 - Revised Per 1st Submittal Comments
2	04.01.2025 - Revised Per 2nd Submittal Comments
3	04.10.2025 - Revised Per 3rd Submittal Comments

Drawn By:	JDS	Vert. Scale:	N/A
Approved By:	JBB	Horiz. Scale:	1" = 60'
Date:	04.10.2025	Plot Scale:	1
Project No.:	52163.001	DWG Name:	LOT SPLIT

SHEET 2 of 2

Drawing Name: A:\52000s\52163\001\SURV\CADD\Sheets\V-PLAT-LS-52163.001.dwg Last Modified: Apr 10, 2025 - 3:25pm Plotted on: Apr 10, 2025 - 3:39pm by ah5165

ORDINANCE NO._____

AN ORDINANCE ACCEPTING A LOT SPLIT OF LOT 2 OF GATEWAY PARK ADDITION CREATING NEW LOTS 6 AND 7 OF GATEWAY PARK ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS; AND FOR OTHER PURPOSES. (PROJECT NUMBER: LS25-0004)

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the lot split of LOT 2 OF GATEWAY PARK ADDITION creating new LOTS 6 AND 7 OF GATEWAY PARK ADDITION, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on May 6, 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 GATEWAY PARK ADDITION creating new LOTS 6 AND 7 OF GATEWAY PARK ADDITION to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes;

Section 2: That the Mayor and City Clerk be and are hereby authorized and directed to evidence the acceptance of said 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

Consent Agenda Item PLA25-0003

For the Planning Commission meeting on May 13, 2025

Details

Property Line Adjustment: Lots 8,9 & 10 Green Acres Subdivision, Creating New Lots 11, 12 & 13

A Property Line Adjustment of Lots 8, 9 & 10 Green Acres Subdivision creating lots 11, 12 & 13. The plat is dedicating a 15' Electrical Easement and a 25' Utility Easement. All three lots will have direct access to NW A ST. The Right-of-Way is adequate per the City of Bentonville Master Street Plan.

PLA25-0003
Green Acres Sub Creating Lots 11-13
1003 NW A Street

PROPERTY LINE ADJUSTMENT OF LOTS 8, 9 & 10, GREEN ACRES SUBDIVISION CREATING NEW LOTS 11, 12 & 13

CERTIFICATE OF AUTHORIZATION
BATES & ASSOCIATES, INC.
#1335
ARKANSAS ENGINEER

ADJACENT LAND OWNERS

1) THOMPSON FAMILY TRUST-JOSEPH W & KELLIE N
1021 NW A ST
BENTONVILLE, AR
LOT 7
GREEN ACRES SUBDIVISION
PARCEL #01-02750-000
ZONED: R-1

2) MARK RUSSELL LLC
1016 NW A ST
BENTONVILLE, AR 72712
LOT 35, BLOCK 2
W A BURKS ADDITION
PARCEL #01-04516-000
ZONED: DN-2

3) OBREGON GUINEA LLC & CANJURA GUZMAN LLC
106 NW PARK ST ABCD
BENTONVILLE, AR
LOT 1, BLOCK 2
W A BURKS ADDITION
PARCEL #01-04515-000
ZONED: R-3

4) BREWER, LEVI & CASSIDY
1001 NW A ST
BENTONVILLE, AR
PARCEL #01-02755-000
LOT C
GREEN ACRES SUBDIVISON
ZONED: DN-2

5) BUTLER FAMILY PROPERTIES LLC
1002 NW B ST
BENTONVILLE, AR
LOT 4
GREEN ACRES SUBDIVISION
PARCEL #01-02754-000
ZONED: R-1

6) CLEMONS REVOCABLE TRUST, VELMA F
1000 NW B ST
BENTONVILLE, AR
PARCEL #01-02753-000
LOT 3
GREEN ACRES SUBDIVISION
ZONED: R-1

7) CITY OF BENTONVILLE
NW 10TH ST
BENTONVILLE, AR
PARCEL #01-16746-000
LOT 2
BLACK APPLE ADDITION
ZONED: R-1

LAST SITE VISIT:
SEPTEMBER 23, 2024

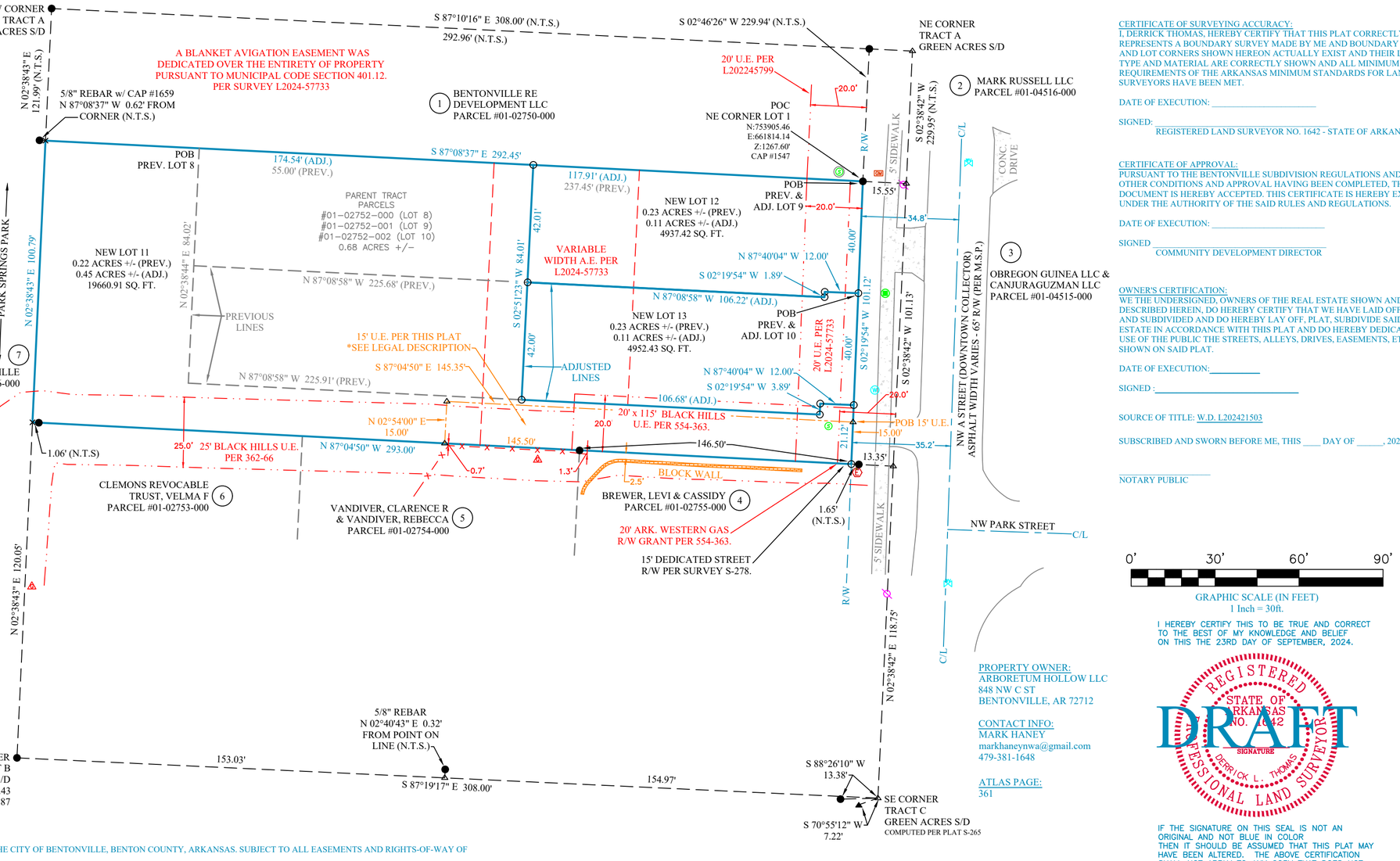
BASIS OF BEARING:
GPS OBSERVATION - AR NORTH ZONE
NAD83(2011) HORIZONTAL DATUM

PROPERTY ZONED:
DN-2

BUILDING SETBACK NOTE:
SETBACKS SHALL BE PER THE CURRENT ZONING DISTRICT AS STATED IN THE MOST RECENT CITY OF BENTONVILLE ZONING CODE. FOR MORE INFO VISIT www.bentonvilleplanning.com OR CALL THE PLANNING DEPARTMENT @ 479-271-3122

REFERENCE DOCUMENTS:
1) FINAL PLAT OF GREEN ACRES SUBDIVISION FILED IN BOOK S AT PAGE 265
2) PLAT OF SURVEY FILED IN BOOK 2012 AT PAGE 179
3) PLAT OF SURVEY FILED IN BOOK S AT PAGE 278
4) PLAT OF SURVEY FILED IN BOOK 13 AT PAGE 302
5) PLAT OF SURVEY FILED IN BOOK A15 AT PAGE 116
6) PLAT OF SURVEY FILED IN BOOK L2023 AT PAGE 2845
7) WARRANTY DEED FILED IN BOOK 719 AT PAGE 870
8) WARRANTY DEED FILED AS DOCUMENT L202421503
9) PLAT OF SURVEY FILED IN BOOK L2024 AT PAGE 57733

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



0' 30' 60' 90'
GRAPHIC SCALE (IN FEET)
1 Inch = 30ft.

PROPERTY OWNER:
ARBORETUM HOLLOW LLC
848 NW C ST
BENTONVILLE, AR 72712

CONTACT INFO:
MARK HANEY
markhaneynwa@gmail.com
479-381-1648

ATLAS PAGE:
361

SURVEY DESCRIPTIONS:

PARENT TRACT PARCEL #01-02752-000:
LOTS 1 AND 2, TRACT B IN GREEN ACRES SUBDIVISION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS. SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

LOT 8:
LOT 8 IN GREEN ACRES SUBDIVISION, TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON SURVEY FILED IN BOOK L2024 AT PAGE 57733. SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

LOT 9:
LOT 9 IN GREEN ACRES SUBDIVISION, TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON SURVEY FILED IN BOOK L2024 AT PAGE 57733. SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

LOT 10:
LOT 10 IN GREEN ACRES SUBDIVISION, TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON SURVEY FILED IN BOOK L2024 AT PAGE 57733. SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

NEW LOT 11:
LOTS 1 & 2, TRACT B IN GREEN ACRES SUBDIVISION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS TO-WIT: BEGINNING AT A POINT IN THE WEST RIGHT-OF-WAY OF NORTHWEST A STREET WHICH IS S02°19'54"W 80.00' FROM AN EXISTING REBAR MARKING THE NORTHEAST CORNER OF SAID LOT 1 AND RUNNING THENCE ALONG SAID RIGHT-OF-WAY S02°19'54"W 21.12', THENCE LEAVING SAID RIGHT-OF-WAY N87°04'50"W 293.00', THENCE N02°38'43"E 100.79', THENCE S87°08'37"E 174.54', THENCE S02°51'23"W 84.01', THENCE S87°08'58"E 106.68', THENCE N02°19'54"E 3.89', THENCE S87°40'04"E 12.00' TO THE POINT OF BEGINNING, CONTAINING 0.45 ACRES, MORE OR LESS. SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

NEW LOT 12:
LOTS 1 & 2, TRACT B IN GREEN ACRES SUBDIVISION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS TO-WIT: BEGINNING AT AN EXISTING REBAR MARKING THE NORTHEAST CORNER OF SAID LOT 1 AND RUNNING THENCE ALONG THE WEST RIGHT-OF-WAY OF NORTHWEST A STREET S02°19'54"W 40.00', THENCE LEAVING SAID RIGHT-OF-WAY N87°40'04"W 12.00', THENCE S02°19'54"W 1.89', THENCE N87°08'58"W 106.29', THENCE N02°51'23"E 42.01', THENCE S87°08'37"E 117.91' TO THE POINT OF BEGINNING, CONTAINING 0.11 ACRES, MORE OR LESS. SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

NEW LOT 13:
LOTS 1 & 2, TRACT B IN GREEN ACRES SUBDIVISION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS TO-WIT: BEGINNING AT A POINT IN THE WEST RIGHT-OF-WAY OF NORTHWEST A STREET WHICH IS S02°19'54"W 40.00' FROM AN EXISTING REBAR MARKING THE NORTHEAST CORNER OF SAID LOT 1 AND RUNNING THENCE ALONG SAID RIGHT-OF-WAY S02°19'54"W 40.00', THENCE LEAVING SAID RIGHT-OF-WAY N87°40'04"W 12.00', THENCE S02°19'54"W 3.89', THENCE N87°08'58"W 106.68', THENCE N02°51'19"E 42.00', THENCE S87°08'58"E 106.22', THENCE N02°19'54"E 1.89', THENCE S87°40'04"E 12.00' TO THE POINT OF BEGINNING, CONTAINING 0.11 ACRES, MORE OR LESS. SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

15' UTILITY EASEMENT DEDICATED PER THIS PLAT:
A 15-FOOT WIDE UTILITY EASEMENT LOCATED IN A PART OF LOTS 1 & 2, TRACT B IN GREEN ACRES SUBDIVISION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS TO-WIT: BEGINNING AT A POINT IN THE WEST RIGHT-OF-WAY OF NORTHWEST A STREET WHICH IS S02°19'54"W 86.12' FROM AN EXISTING REBAR MARKING THE NORTHEAST CORNER OF SAID LOT 1 AND RUNNING, THENCE ALONG SAID RIGHT-OF-WAY S02°19'54"W 15.00', THENCE LEAVING SAID RIGHT-OF-WAY N87°04'50"W 145.50', THENCE N02°54'00"E 15.00', THENCE S87°04'50"E 145.35', THENCE S02°19'54"W 15.00' TO THE POINT OF BEGINNING, CONTAINING 2181.41 SQUARE FEET, MORE OR LESS.

PLAT NOTES:
1. SOME FEATURES AND/OR SYMBOLS ON THIS PLAT MAY BE SHOWN OUT OF SCALE FOR VISUAL CLARITY.
2. THE LOCATION OF UTILITIES SHOWN HEREON ARE FROM OBSERVED EVIDENCE OF ABOVE GROUND APPURTENANCES, GIS, AND/OR UTILITY MAPS PROVIDED BY LOCAL UTILITY COMPANIES. NOT ALL UTILITY COMPANIES MAY HAVE RESPONDED TO OUR REQUEST FOR MAPS AND/OR INFORMATION. ALL UTILITY LINES APPEARING ON THIS PLAT, AS WELL AS THOSE THAT MAY EXIST UNDERGROUND NEED TO BE VERIFIED PRIOR TO DOING ANY TYPE OF EXCAVATION OR DESIGN. SOME UTILITY LINES MAY ALSO EXIST THAT WERE NOT SHOWN ON THIS PLAT.
3. SIDEWALKS SHALL BE THE RESPONSIBILITY OF THE BUILDER/OWNER AT TIME OF BUILDING PERMIT ISSUANCE. ALL SIDEWALKS SHALL BE INSTALLED BY THE TIMEFRAMES SET FORTH IN 900.08 OF THE STREET SPECIFICATIONS.
4. OWNER/DEVELOPER SHALL COORDINATE WITH ALL LOCAL UTILITIES TO INSURE THAT EACH LOT HAS WATER, SEWER AND ELECTRIC SERVICE.
5. 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.
6. THERE MAY NOT BE ANY FENCES OR ANY OTHER STRUCTURES BUILT IN ANY DRAINAGE EASEMENTS.
7. THERE ARE NO WAIVERS, VARIANCES, OR CONDITIONAL USES BEING REQUESTED WITH THIS PROJECT.
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. THE ALLEY SHALL BE RECIPROCAL TO EACH OF THE NEW LOTS CREATED.

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

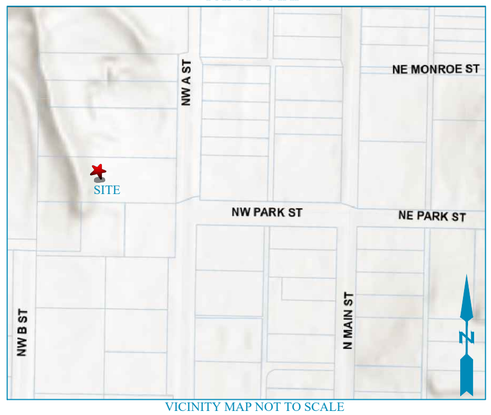
I HEREBY CERTIFY THIS TO BE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF ON THIS THE 23RD DAY OF SEPTEMBER, 2024.

REGISTERED STATE OF ARKANSAS NO. 1642 SURVEYOR SIGNATURE DERRICK L. THOMAS PROFESSIONAL LAND SURVEYOR
DRAFT

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

DATE:

VICINITY MAP



VICINITY MAP NOT TO SCALE

BENTONVILLE PROJECT #PLA25-0003

RECORDING NUMBER/DATE

REVISION	DATE
REVISED PER 1ST SUBMITTAL COMMENTS	04/01/25

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

DATE OF EXECUTION: _____

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

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

DATE OF EXECUTION: _____

SIGNED _____
COMMUNITY DEVELOPMENT DIRECTOR

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

DATE OF EXECUTION: _____

SIGNED : _____

SOURCE OF TITLE: W.D. L202421503

SUBSCRIBED AND SWORN BEFORE ME, THIS ____ DAY OF _____, 2025.

_____
NOTARY PUBLIC

N
W E
S

BOUNDARY LINE (MEASURED)
LOT LINE
TIE LINE
CENTERLINE OF ROAD
RIGHT-OF-WAY
FENCE
UTILITY EASEMENT (EXISTING)
UTILITY EASEMENT PER THIS PLAT
INGRESS & EGRESS EASEMENT

WATER VALVE
WATER METER
CLEANOUT
SANITARY SEWER MH
ELECTRIC PEDESTAL
AC CONDENSER UNIT
GAS MAIN
GAS METER
LIGHT
POWER POLE

LEGEND:
THESE STANDARD SYMBOLS WILL BE FOUND IN THE DRAWING.
(R) RECORD BEARING & DISTANCE
(M) MEASURED BEARING & DISTANCE
FOUND 5/8" REBAR
FOUND RAILROAD SPIKE
COMPUTED POINT
SET STAKE
SET 5/8" REBAR/CAP

BATES
Engineers - Surveyors
7230 S. Pleasant Ridge Dr - Fayetteville, Arkansas 72704 - 479.442.9350

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This survey was conducted for the person or persons whose name(s) appear on this plat. This plat is protected by copyright. No one including the person(s) named may reproduce this plat without the written permission of Bates & Associates, Inc. Any unauthorized reproduction, or any investigation for easements of record, encumbrances, restrictive covenants, ownership title evidence, or any other fact which a complete and accurate title search may disclose. Any flood information contained on this survey was taken from publications of the F.E.M.A. and is subject to liability for the correctness of the hereon cited maps, furthermore the above statement does not represent the opinion of Bates & Associates, Inc. of the probability of flooding.

FOR USE AND BENEFIT OF:
MARK HANEY

ADDRESS:
1009 NORTHWEST A STREET
BENTONVILLE, ARKANSAS

DATE: 04/01/25
LOCATION: LOTS 8, 9 & 10 GREEN ACRES SUBDIVISION
SCALE: 1"=30'
SURVEYED: JRICH
DRAFTED: AH, BA
DRAFT DATE: 04/01/25
REVIEWED: DT
COA #1335

DRAWING #24-029 PLA 2015

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF EXISTING LOTS 8, 9, AND 10 OF GREEN ACRES SUBDIVISION CREATING NEW LOTS 11, 12, AND 13 OF GREEN ACRES SUBDIVISION TO THE CITY OF BENTONVILLE, ARKANSAS; AND FOR OTHER PURPOSES.
(PROJECT NUMBER: PLA25-0003)

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the property line dedication of EXISTING LOTS 8, 9, AND 10 OF GREEN ACRES SUBDIVISION CREATING NEW LOTS 11, 12, AND 13 OF GREEN ACRES SUBDIVISION the City of Bentonville, Benton County, Arkansas was submitted to the Bentonville Planning Commission on May 6, 2025;

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

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

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

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

Section 1: That the right of way and easement dedication of EXISTING LOTS 8, 9, AND 10 OF GREEN ACRES SUBDIVISION CREATING NEW LOTS 11, 12, AND 13 OF GREEN ACRES SUBDIVISION to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes;

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

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

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

PASSED AND APPROVED this_____ day of _____, 2025.

APPROVED:

_____
Stephanie Orman, Mayor

ATTEST:

_____
Malorie Marrs, City Clerk

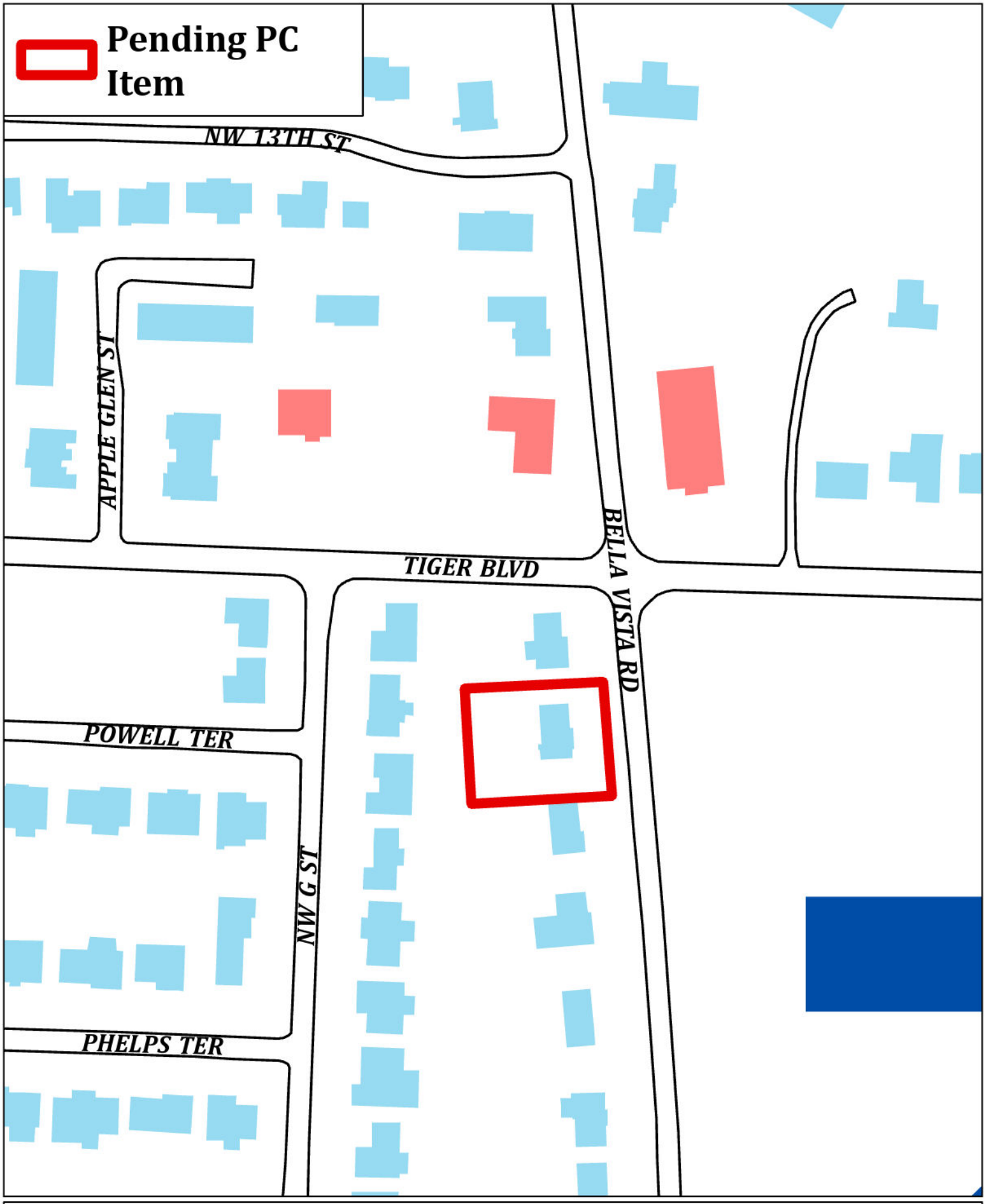
Consent Agenda Item PLA25-0008

For the Planning Commission meeting on May 13, 2025

Details

Property Line Adjustment: Lot 9 and the North 10' of Lot 8, Block 1 of Happy Homes Subdivision, Creating Lot 11, Block 1

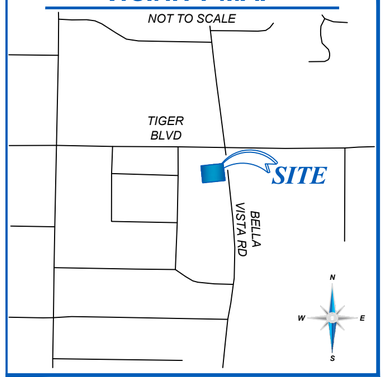
A Property Line Adjustment of Lot 9 and the North 10' of Lot 8, Block 1 of Happy Homes Subdivision, Creating Lot 11, Block 1. The plat is dedicating 559 square feet of Right-of-Way. The lot will have direct access to Bella Vista Rd. The Right-of-Way is adequate per the City of Bentonville Master Street Plan with the dedication per this plat.



N
W E
S

PLA25-0008
Creating Lot 11 Block 1 Happy Home Sub
1185 BELLA VISTA RD

VICINITY MAP



PROPERTY LINE ADJUSTMENT OF LOT 9 AND THE NORTH 10' OF LOT 8, BLOCK 1 OF HAPPY HOMES SUBDIVISION, CREATING LOT 11, BLOCK 1

LOCATED IN: SECTION 30, TOWNSHIP 20 NORTH, RANGE 30 WEST
1185 BELLA VISTA ROAD, BENTONVILLE, BENTON COUNTY, ARKANSAS 72712

RECORD DESCRIPTION

WARRANTY DEED L202066731:
LOT 9 AND THE NORTH 10 FEET OF LOT 8, BLOCK 1, AMENDED PLAT HAPPY HOMES SUBDIVISION, BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN IN PLAT RECORD "C" AT PAGE 59.

SURVEY DESCRIPTION

PROPOSED LOT 11, BLOCK 1:
BEING LOT 9 AND THE NORTH 10 FEET OF LOT 8, BLOCK 1, AMENDED PLAT HAPPY HOMES SUBDIVISION, BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN IN PLAT RECORD "C" AT PAGE 59, BEING DESCRIBED AS FOLLOWS:
COMMENCING AT A FOUND 1" IRON PIPE MARKING THE NORTHEAST CORNER OF SAID LOT 9; THENCE ALONG THE NORTH LINE THEREOF SOUTH 85°45'11" WEST 6.55 FEET TO THE TRUE POINT OF BEGINNING AND THE WEST RIGHT-OF-WAY LINE OF BELLA VISTA ROAD; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE SOUTH 05°12'10" EAST 109.95 FEET; THENCE LEAVING SAID WEST RIGHT-OF-WAY LINE SOUTH 85°43'39" WEST 144.78 FEET TO A SET 5/8" REBAR CAPPED "PS 1926"; THENCE NORTH 04°14'28" WEST 110.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 9; THENCE ALONG THE NORTH LINE THEREOF NORTH 85°45'11" EAST 142.93 FEET TO THE POINT OF BEGINNING. CONTAINING 0.363 ACRES, MORE OR LESS. SUBJECT TO EASEMENTS AND RIGHT-OF-WAYS OF RECORD.

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

CERTIFICATE OF SURVEYING ACCURACY
I, CLAYTON M. MCKELVIN, 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. 1926
STATE OF ARKANSAS

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

MISCELLANEOUS NOTES

STATE RECORDING NUMBER:
500-20N-30W-0-30-440-04-1926

COMPLETED FIELD WORK:
SEPTEMBER 25, 2024

REFERENCE DOCUMENTS:
1. WARRANTY DEED FILED IN DEED L202066731.
2. SURVEY PLAT FILED IN PLAT BOOK 7 AT PAGE 57.
3. SURVEY PLAT FILED IN PLAT BOOK C AT PAGE 59.

BASIS OF BEARING:
THE BASIS OF BEARING OF THIS SURVEY IS GRID NORTH, BASED ON ARKANSAS STATE PLANE COORDINATE SYSTEM, NORTH ZONE NAD83.

SOME FEATURES SHOWN ON THIS PLAT MAY BE SHOWN OUT OF SCALE FOR CLARITY.

DIMENSIONS ON THIS PLAT ARE EXPRESSED IN FEET AND DECIMAL PARTS THEREOF UNLESS OTHERWISE NOTED. MONUMENTS WERE FOUND AT POINTS WHERE INDICATED.

EXCEPT AS SPECIFICALLY STATED OR SHOWN ON THIS PLAT, THIS SURVEY DOES NOT PURPORT TO REFLECT OF ANY OF THE FOLLOWING WHICH MAY BE APPLICABLE TO THE SUBJECT PROPERTY: EASEMENTS, OTHER THAN POSSIBLE EASEMENTS WHICH WERE VISIBLE AT THE TIME OF SURVEY; RESTRICTIVE COVENANTS; SUBDIVISION RESTRICTIONS OR OTHER LAND USE REGULATIONS; AND ANY OTHER FACTS WHICH AN ACCURATE TITLE SEARCH MAY DISCLOSE.

THE TERM "CERTIFY" OR "CERTIFICATION" AND "CORRECT" AS NOTED HEREON AND AS IT PERTAINS TO LAND SURVEYING SERVICES AS SHOWN ON THIS DOCUMENT SHALL MEAN, "A STATEMENT SIGNED BY THE PROFESSIONAL LAND SURVEYOR BASED ON THE FACTS AND KNOWLEDGE KNOWN TO THE PROFESSIONAL LAND SURVEYOR AT THE TIME OF THE SURVEY AND IS NOT A GUARANTEE OR WARRANTY, EITHER IMPLIED OR EXPRESSED."

APPROVAL OF THE PLAT DOES NOT CARRY ANY ASSURANCES THAT THE TRACT OR TRACTS WILL QUALIFY FOR A SEPTIC SYSTEM PERMIT FROM THE ARKANSAS HEALTH DEPARTMENT.

APPROVAL OF THIS PLAN DOES NOT IN ANY WAY INDICATE THAT ANY OF THE LOTS ON THIS PLAN ARE BUILDABLE ACCORDING TO THE PLANNING REGULATIONS OF BENTON COUNTY, ARKANSAS, NOR AN ENDORSEMENT BY THE PLANNING BOARD OF SAID BUILDABILITY OF SAID LOTS.

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.

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

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

SETBACKS SHALL BE PER THE CURRENT ZONING DISTRICT AS STATED IN THE MOST RECENT CITY OF BENTONVILLE ZONING CODE. FOR MORE INFO VISIT WWW.BENTONVILLEPLANNING.COM OR CALL THE PLANNING DEPARTMENT @ 479-271-3122.

WE HEREBY GRANT TO THE CITY OF BENTONVILLE A BLANKET AVIGATION EASEMENT OVER THE ENTIRETY OF THIS (SUBDIVISION, LOT SPLIT, PROPERTY LINE ADJUSTMENT) PURSUANT TO MUNICIPAL CODE SECTION 401.12 AND 401.13.

THERE ARE NO WAIVERS, VARIANCES AND/OR CONDITIONAL USES AT THE TIME OF PREPARING THIS PLAT OR PLAN.

LAND AREA

15,819 ± SQUARE FEET
0.363 ± ACRES

FLOOD ZONE INFORMATION

BY GRAPHIC PLOTTING ONLY, NO PORTION OF THIS PROPERTY IS IN ZONE "A" OR "AE" OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 05007C0090J, WHICH BEARS AN EFFECTIVE DATE OF 9/28/2007 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA.

UTILITY INFORMATION

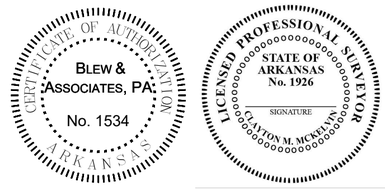
THE LOCATION OF UTILITIES SHOWN HEREON ARE FROM OBSERVED EVIDENCE OF ABOVE GROUND APPURTENANCES ONLY. THE SURVEYOR WAS NOT PROVIDED WITH UNDERGROUND PLANS OR SURFACE GROUND MARKINGS TO DETERMINE THE LOCATION OF ANY SUBTERRANEAN USES.

OWNER/DEVELOPER

APN: 01-01149-000
OWNER: VAN KLEEF, JOHN & JUDY
MAILING: PO BOX 9246, RUSSELLVILLE, AR 72811

MARTIN AVILA
720-486-9916

I, CLAYTON M. MCKELVIN, PROFESSIONAL SURVEYOR NO. 1926, IN THE STATE OF ARKANSAS, HEREBY CERTIFY THIS TO BE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF ON THIS THE 8TH DAY OF APRIL, 2025.



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

SHEET 1 OF 2

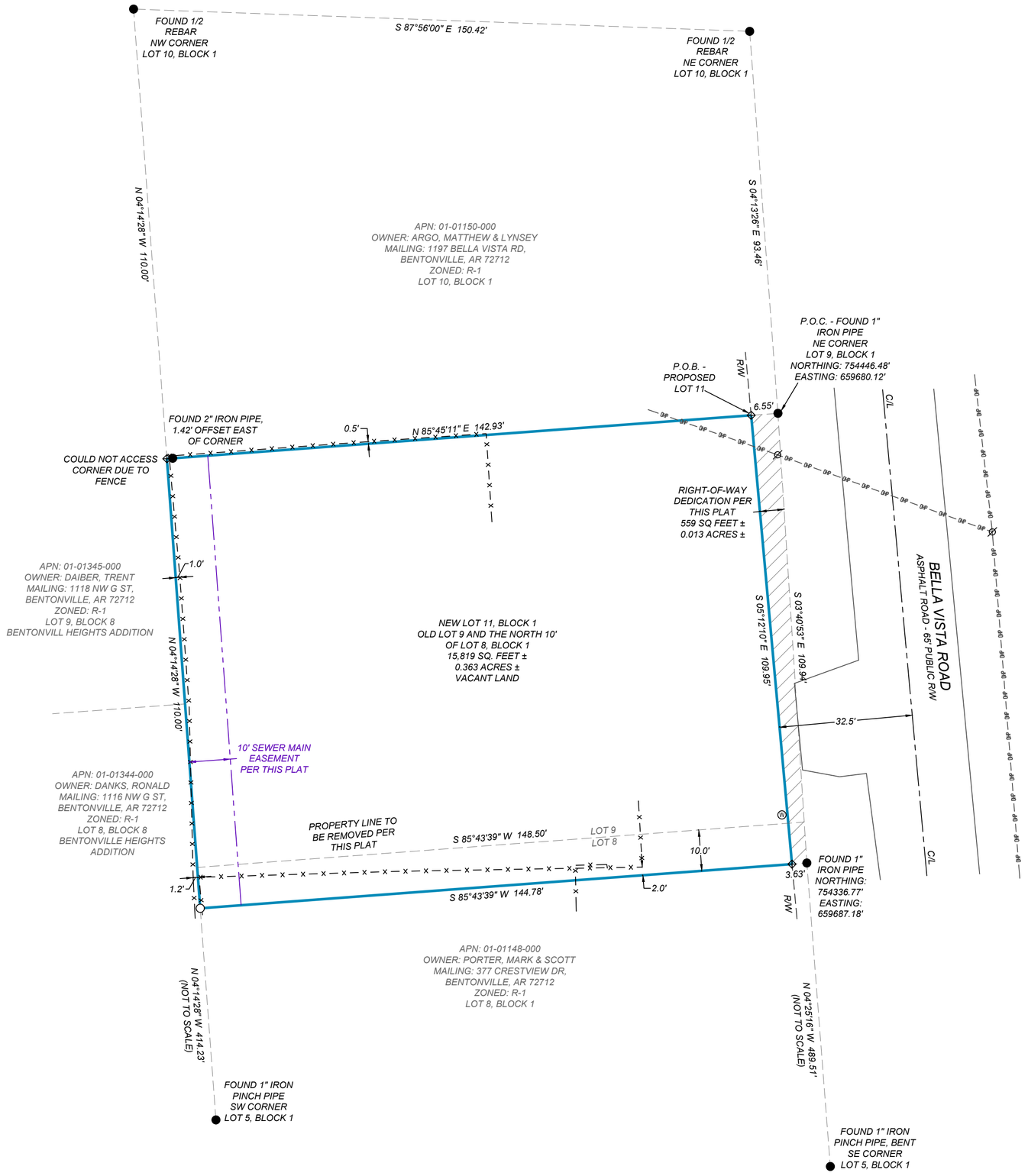
DATE	REVISION HISTORY	BY
4/8/2025	PLANNING COMMENTS	ANC
4/15/2025	PLANNING COMMENTS	ANC

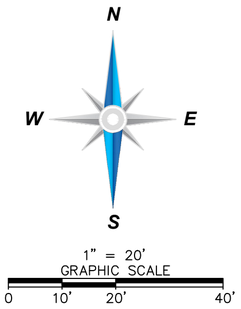
BLEW & ASSOCIATES, P.A.
Surveying
Engineering
Mapping
3825 N. SHILOH DRIVE - FAYETTEVILLE, AR 72703
OFFICE: 479.443.4506 · FAX: 479.582.1883
SURVEY@BLEWINC.COM
WWW.BLEWINC.COM

SURVEYOR JOB NUMBER: 25-1385	**SURVEY DRAWN BY:** ANC - 03/06/2025
SURVEY REVIEWED BY: TPN	**SCALE:** 1" = 20'
FOR THE USE AND BENEFIT OF: PRO MAINTENANCE SERVICES	**PROJECT NUMBER:** PLA25-0008

PROPERTY LINE ADJUSTMENT OF LOT 9 AND THE NORTH 10' OF LOT 8, BLOCK 1 OF HAPPY HOMES SUBDIVISION, CREATING LOT 11, BLOCK 1

LOCATED IN: SECTION 30, TOWNSHIP 20 NORTH, RANGE 30 WEST
1185 BELLA VISTA ROAD, BENTONVILLE, BENTON COUNTY, ARKANSAS 72712





LEGEND & SYMBOLS

- FOUND MONUMENT (AS NOTED)
- SET 5/8" REBAR CAPPED "PS 1926"
- COMPUTED POINT
- WATER METER
- POWER POLE
- P.O.C. — POINT OF COMMENCEMENT
- P.O.B. — POINT OF BEGINNING
- BOUNDARY LINE
- RIGHT-OF-WAY LINE (R/W)
- CENTERLINE (C/L)
- FENCE LINE
- OVERHEAD POWER LINE
- SETBACK LINE (BSB)

I, CLAYTON M. MCKELVIN, PROFESSIONAL SURVEYOR NO. 1926, IN THE STATE OF ARKANSAS, HEREBY CERTIFY THIS TO BE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF ON THIS THE 8TH DAY OF APRIL, 2025.

CERTIFICATE OF AUTHORIZATION — BLEW & ASSOCIATES, PA. — No. 1534 — ARKANSAS

LICENSED PROFESSIONAL SURVEYOR — STATE OF ARKANSAS No. 1926 — SIGNATURE — CLAYTON M. MCKELVIN

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

BLEW & ASSOCIATES, P.A.
Surveying
Engineering
Mapping
3825 N. SHILOH DRIVE - FAYETTEVILLE, AR 72703
OFFICE: 479.443.4506 · FAX: 479.582.1883
SURVEY@BLEWINC.COM
WWW.BLEWINC.COM

SURVEYOR JOB NUMBER: 25-1385	**SURVEY DRAWN BY:** ANC - 03/06/2025
SURVEY REVIEWED BY: TPN	**SCALE:** 1" = 20'
FOR THE USE AND BENEFIT OF: PRO MAINTENANCE SERVICES	**PROJECT NUMBER:** PLA25-0008

SHEET 2 OF 2

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF LOT 9 AND THE NORTH 10 FEET OF LOT 8, BLOCK 1 OF HAPPY HOMES SUBDIVISION CREATING NEW LOT 11, BLOCK 1 OF HAPPY HOMES SUBDIVISION TO THE CITY OF BENTONVILLE, ARKANSAS; AND FOR OTHER PURPOSES. (PROJECT NUMBER: PLA25-0008)

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the property line dedication of LOT 9 AND THE NORTH 10 FEET OF LOT 8, BLOCK 1 OF HAPPY HOMES SUBDIVISION CREATING NEW LOT 11, BLOCK 1 OF HAPPY HOMES SUBDIVISION the City of Bentonville, Benton County, Arkansas was submitted to the Bentonville Planning Commission on May 6, 2025;

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

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

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

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

Section 1: That the right of way and easement dedication of LOT 9 AND THE NORTH 10 FEET OF LOT 8, BLOCK 1 OF HAPPY HOMES SUBDIVISION CREATING NEW LOT 11, BLOCK 1 OF HAPPY HOMES SUBDIVISION to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes;

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

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

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

PASSED AND APPROVED this_____ day of _____, 2025.

APPROVED:

ATTEST:

_____
Stephanie Orman, Mayor

_____
Malorie Marrs, City Clerk

Consent Agenda Item PLA25-0011

For the Planning Commission meeting on May 13, 2025

Details

The Final Plat (FP24-0002) for Will Moore Subdivision Phase 3 was approved by the Planning Commission on July 2, 2024. Subsequent easements were required to service the project and are dedicated hereon.

EASEMENT PLAT OF WILL MOORE SUBDIVISION PHASE 3 (PAGE 1 OF 3)

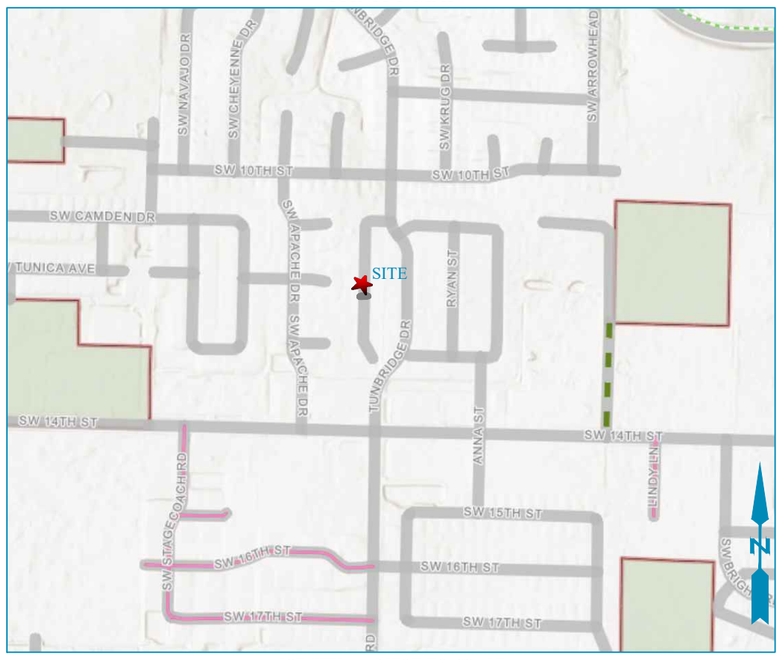
CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS

RECORDING NUMBER/DATE

ADJACENT LAND OWNERS

1) FIREBLAZE III LLC
PO BOX 13000
FAYETTEVILLE, AR 72703
PARCEL #01-08836-000
ZONED: R-1
2) GARMAN, CARL DEAN
2700 SW COMANCHE CT
BENTONVILLE, AR 72712
PARCEL #01-08837-000
ZONED: R-1
3) FIREBLAZE III LLC
PO BOX 13000
FAYETTEVILLE, AR 72703
PARCEL #01-08838-000
ZONED: R-1
4) ROCKING RETIREMENT LLC
2605 S 16TH ST
ROGERS, AR 72758
PARCEL #01-08846-000
ZONED: R-1
5) HIGGINBOTTOM, JIM
2700 SW TUNICA CT
BENTONVILLE, AR 72712
PARCEL #01-08847-000
ZONED: R-1
6) YOUNG, JILL COLEEN A
2702 SW TUNICA CT
BENTONVILLE, AR 72712
PARCEL #01-08848-000
ZONED: R-1
7) FIREBLAZE III LLC
PO BOX 13000
FAYETTEVILLE, AR 72703
PARCEL #01-08855-000
ZONED: R-1
8) SKINNER, HARLAN RAY & DEBORAH KAY
15884 ROCKY DELL RD
GRAVETTE, AR 72736
PARCEL #01-08856-000
ZONED: R-1
9) SUNDERMAN, RICHARD D & ELYSE M
2700 SW HURON CT
BENTONVILLE, AR 72712
PARCEL #01-08857-000
ZONED: R-1
10) DANCING ZEBRA LLC
3606 COPPER RIDGE RD
ROGERS, AR 72756
PARCEL #01-09548-000
ZONED: R-1
11) KIPPES, DAVID
2605 SW 10TH ST
BENTONVILLE, AR 72712
PARCEL #01-09549-000
ZONED: R-1
12) XS REALTY LLC
1102 SW APACHE DR
BENTONVILLE, AR 72712
PARCEL #01-09329-000
ZONED: R-1
13) KREIN, REBECCA
2601 SW 10TH ST
BENTONVILLE, AR 72712
PARCEL #01-09330-000
ZONED: R-1
14) COLLINS REAL ESTATE INVESTMENTS LLC
10800 W BRISTOL CT
BENTONVILLE, AR 72712
PARCEL #01-09331-000
ZONED: R-ZL
15) RUTLEDGE FAMILY REVOCABLE TRUST
JOHN K & SUSAN KAY
13737 CRAZY HORSE DR
ROGERS, AR 72758
PARCEL #01-06607-000
ZONED: R-ZL
16) EAKINS, LOGAN W & LORI MICHELLE
3702 SW 4TH ST
BENTONVILLE, AR 72712
PARCEL #01-06532-000
ZONED: R-ZL
17) D & M PROPERTY HOLDINGS LLC
1102 TUNBRIDGE DR
BENTONVILLE, AR 72712
PARCEL #01-06533-000
ZONED: R-ZL
18) WOOLDRIDGE REV TRUST,
SAMMY R & WOOLDRIDGE REV TRUST, SHARRON L
10799 KENNESAW DR
BENTONVILLE, AR 72712
PARCEL #01-06534-000
ZONED: R-ZL
19) HARRIS, TRUDY L
1106 SW TUNBRIDGE DR
BENTONVILLE, AR 72712
PARCEL #01-06535-000
ZONED: R-ZL
20) G & N HUBER RESIDENTIAL LLC
12713 HUBER RD
BENTONVILLE, AR 72712
PARCEL #01-06536-000
ZONED: R-ZL
21) NAPPA PROPERTIES LLC
9 EVANTON DR
BELLA VISTA, AR 72715
PARCEL #01-06537-000
ZONED: R-ZL
22) BULLARD, BRUCE WAYNE
1202 TUNBRIDGE DR
BENTONVILLE, AR 72712
PARCEL #01-06538-000
ZONED: R-ZL
23) REID, HEIDI L
1204 TUNBRIDGE DR
BENTONVILLE, AR 72712
PARCEL #01-06539-000
ZONED: R-ZL
24) HOFFINE, COREY & KELLEY, JALA
1206 SW TUNBRIDGE DR
BENTONVILLE, AR 72712
PARCEL #01-06540-000
ZONED: R-ZL
25) HER1208 LLC
4107 W REPUBLICAN RD
JACKSONVILLE, AR 72076
PARCEL #01-06541-000
ZONED: R-ZL
26) MEINE, PHILLIP R
1301 TUNBRIDGE DR
BENTONVILLE, AR 72712
PARCEL #01-06517-000
ZONED: R-ZL
27) GOLDEN DRAGON LLC
PO BOX 180129
FORT SMITH, AR 72918
PARCEL #01-04652-005
ZONED: C-2
28) MILESTONE ENTERPRISE LLC
1007 NW PROVENCE PL
BENTONVILLE, AR 72712
PARCEL #01-04652-003
ZONED: C-2

VICINITY MAP



VICINITY MAP NOT TO SCALE

LAST SITE VISIT:
SEPTEMBER 23, 2024

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

REFERENCE DOCUMENTS:
1) REPLAT OF TRACTS 1 & 4 OF WILL-MORE SUBDIVISION, PHASE 2
FILED IN BOOK 6 AT PAGE 160
2) FINAL PLAT OF KRISTYL HEIGHTS SUBDIVISION
FILED IN BOOK 21 AT PAGE 5
3) FINAL PLAT OF EAGLE CREST ESTATES
FILED IN BOOK P3 AT PAGE 196
4) PLAT OF SURVEY FILED IN BOOK 2012 AT PAGE 367
5) WARRANTY DEED FILED IN BOOK L2023 AT PAGE 22894
6) FINAL PLAT OF WILL-MOORE SUBDIVISION, PHASE 3
FILED IN BOOK L2024 AT PAGE 38081

PROPERTY ZONED:
R-ZL - ZERO LOT LINE RESIDENTIAL

BUILDING SETBACK NOTE:
SETBACKS SHALL BE PER THE CURRENT ZONING DISTRICT AS STATED IN THE MOST RECENT CITY OF BENTONVILLE ZONING CODE. FOR MORE INFO VISIT www.bentonvilleplanning.com OR CALL THE PLANNING DEPARTMENT @ 479-271-3122

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

SURVEY DESCRIPTION:

WILL MOORE SUBDIVISION PHASE 3:
A PART OF LOT K, WILL-MOORE SUBDIVISION, PHASE II, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT RECORD 6 AT PAGE 160 OF THE RECORDS OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT: BEGINNING AT A POINT ON THE WEST MASTER STREET PLAN RIGHT-OF-WAY OF TUNBRIDGE DRIVE WHICH IS N87°17'02"W 4.93' FROM THE NORTHEAST CORNER OF SAID LOT K AND RUNNING THENCE ALONG SAID RIGHT-OF-WAY S02°37'24"W 59.09', THENCE CONTINUING ALONG SAID RIGHT-OF-WAY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 341.46' FOR A CHORD BEARING AND DISTANCE OF S02°13'14"E 63.32', THENCE LEAVING SAID RIGHT-OF-WAY S02°25'36"W 828.50' TO THE WEST MASTER STREET PLAN RIGHT-OF-WAY OF TUNBRIDGE DRIVE, THENCE ALONG SAID RIGHT-OF-WAY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 362.35' FOR A CHORD BEARING AND DISTANCE OF S37°42'58"W 47.60', THENCE CONTINUING ALONG SAID RIGHT-OF-WAY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 543.75' FOR A CHORD BEARING AND DISTANCE OF S30°03'02"W 18.58', THENCE LEAVING SAID RIGHT-OF-WAY N87°17'23"W 193.83' TO AN EXISTING REBAR, THENCE N02°25'43"E 1006.19' TO AN EXISTING REBAR, THENCE S87°17'02"E 224.98' TO THE POINT OF BEGINNING, CONTAINING 5.27 ACRES, MORE OR LESS. SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

CONTACT INFORMATION

GAS:	BLACK HILLS ENERGY JOSHUA KNIGHT 1301 FEDERAL WAY PO BOX 2129 LOWELL, AR 72745 PHONE: (479) 333-7005 JOSHUA.KNIGHT@BLACKHILLSCORP.COM	STREET DEPT:	CITY OF BENTONVILLE TONY DAVIS 3200 SW MUNICIPAL DRIVE BENTONVILLE, AR 72712 PHONE: (479) 271-3130
CABLE:	COX COMMUNICATIONS CHAD HODGE & TIMOTHY GOSS 4901 S. 48TH STREET SPRINGDALE, AR 72762 PHONE CHAD: (479) 263-7057 PHONE TIMOTHY: (479)651-5583 EMAIL: chad.hodge@cox.com EMAIL:timothy.goss@cox.com	WASTE WATER:	CITY OF BENTONVILLE CHRIS EARL 3200 SW MUNICIPAL DRIVE BENTONVILLE, AR 72712 PHONE: (479) 271-3161
		WATER/SEWER:	CITY OF BENTONVILLE BEAU THOMPSON 3200 SW MUNICIPAL DRIVE BENTONVILLE, AR 72712 PHONE: (479) 271-3140
TELEPHONE:	AT&T SCOTT SEAMAN 627 WHITE ROAD SPRINGDALE, AR 72766 PHONE: (479) 442-1967 LAYNE RHODES PHONE: (479) 479-442-1977 EMAIL: LR159@ATT.COM	SOLID WASTE:	ALLIED WASTE SERVICE 36 BELLA VISTA WAY BELLA VISTA, AR 72714 PHONE: (800)-627-1717
		PLANNING:	CITY OF BENTONVILLE JON STANLEY 305 S.W. 'A' STREET BENTONVILLE, AR PHONE: (479) 271-3122
ELECTRIC:	CITY OF BENTONVILLE CHARLIE BARNES 3200 SW MUNICIPAL DRIVE BENTONVILLE, AR 72712 PHONE: (479) 271-3159	CITY ENGINEER:	CITY OF BENTONVILLE ELLEN NORVELL 117 W CENTRAL AVE BENTONVILLE, AR 72712 PHONE: (479) 271-3168
FIRE:	CITY OF BENTONVILLE BRENT BOYDSTON FIRE CHIEF 800 S.W. 'A' ST BENTONVILLE, AR 72712 PHONE: (479) 271-5927	POLICE:	BENTONVILLE POLICE DEPT 908 SE 14TH ST BENTONVILLE, AR 72712 PHONE: (479) 271-3173 FAX: (479) 271-3187
BUILDING INSPECTION:	BENTONVILLE BUILDING INSPECTION DEPT JAKE FEEMSTER 305 SW "A" ST BENTONVILLE, AR 72712 PHONE (479) 271-3125 FAX (479) 271-5906 PHONE JAKE: (479)271-3108	STORMWATER:	CITY OF BENTONVILLE JANET PAITH 3200 SW MUNICIPAL DRIVE BENTONVILLE, AR PHONE: (479)-271-5002 EMAIL: JPAITH@BENTONVILLEAR.COM
CODE ENFORCEMENT:	BENTONVILLE CODE ENFORCEMENT DEPT 305 SW "A" ST BENTONVILLE, AR 72712 PHONE (479) 271-3107 FAX (479) 271-5906		

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

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

DATE OF EXECUTION: _____

SIGNED _____
BENTONVILLE PLANNING
COMMISSION CHAIRMAN

SIGNED _____
MAYOR, CITY OF BENTONVILLE

SIGNED _____
CITY CLERK, CITY OF BENTONVILLE

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

DATE OF EXECUTION: _____

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

I HEREBY CERTIFY THIS TO BE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF ON THIS THE 23RD DAY OF SEPTEMBER, 2024.

DRAFT

REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF ARKANSAS
NO. 1642
SIGNATURE
DERRICK L. THOMAS

DATE:

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

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

DATE OF EXECUTION: _____

PRINTED NAME: _____ SIGNED : _____
SVM WILLMOORE LLC

SOURCE OF TITLE: DEED BOOK L2023 AT PAGE 22894

SUBSCRIBED AND SWORN BEFORE ME, THIS ___ DAY OF _____, 2025.

_____
NOTARY PUBLIC

PROPERTY OWNER:
SVM WILLMOORE LLC
1100 SPRING HOLLOW RD
BENTONVILLE, AR 72713

ATLAS PAGE:
401

PLAT NOTES:
1. THE LOCATION OF UTILITIES SHOWN HEREON ARE FROM OBSERVED EVIDENCE OF ABOVE GROUND APPURTENANCES. ALL UTILITY LINES APPEARING ON THIS PLAT, AS WELL AS THOSE THAT MAY EXIST UNDERGROUND NEED TO BE VERIFIED PRIOR TO DOING ANY TYPE OF EXCAVATION. SOME UTILITY LINES MAY ALSO EXIST THAT WERE NOT SHOWN ON THIS PLAT.
2. SIDEWALKS SHALL BE THE RESPONSIBILITY OF THE BUILDER/OWNER AT TIME OF BUILDING PERMIT ISSUANCE.
3. OWNER/DEVELOPER SHALL COORDINATE WITH ALL LOCAL UTILITIES TO INSURE THAT EACH LOT HAS WATER, SEWER AND ELECTRIC SERVICE.
4. BEFORE ANY WORK IN THE RIGHT-OF-WAY COMMENCES, CONTRACTOR AND OR OWNER IS TO OBTAIN RIGHT-OF-WAY PERMIT FROM THE CITY OF BENTONVILLE TRANSPORTATION DEPARTMENT.
5. THERE MAY NOT BE ANY FENCES OR ANY OTHER STRUCTURES BUILT IN ANY DRAINAGE EASEMENTS.
6. THERE ARE NO EXISTING WETLANDS ON SITE.
7. 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.

DRAWING #21-013 ESMNT PLAT

FOR USE AND BENEFIT OF:
SVM WILLMOORE LLC

ADDRESS:
SOUTHWEST JOURNEY LANE
BENTONVILLE, ARKANSAS

DATE: *05/01/25* SCALE: *1"=40'*
LOCATION: WILL-MOORE SUBDIVISION PHASE 3
SURVEYED: CW DRAFTED: AH
PAGE 1 OF 3
REVIEWED: DT
COA #1335

BATES
Engineers · Surveyors
7230 S. Pleasant Ridge Dr. · Fayetteville, Arkansas 72704 · 479.442.9350

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

- FOUND 5/8" REBAR
- FOUND 3/8" REBAR
- SET P/K NAIL
- BOLLARD
- SANITARY SEWER MH
- STORM SEWER MH
- STORM SEWER INLET
- WATER METER
- FIRE HYDRANT
- WATER VALVE
- (#) ADJACENT PROPERTY OWNER
- BOUNDARY LINE (MEASURED)
- PARCEL LINE
- TIE LINE
- CENTERLINE OF ROAD
- RIGHT-OF-WAY
- INGRESS & EGRESS EASEMENT
- UTILITY EASEMENT
- DRAINAGE EASEMENT

CERTIFICATE OF AUTHORIZATION
BATES & ASSOCIATES, INC.
#1335
ARKANSAS ENGINEER

EASEMENT PLAT OF WILL MOORE SUBDIVISION PHASE 3 (PAGE 2 OF 3)

RECORDING NUMBER/DATE

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE	TANGENT
C1	341.46'	63.41'	63.32'	S 02°13'14" E	10°38'26"	31.80'
C2	362.35'	47.64'	47.60'	S 37°42'58" W	7°31'58"	23.85'
C3	543.75'	18.58'	18.58'	S 30°03'02" W	1°57'27"	9.29'
C4	50.00'	78.79'	70.89'	S 47°34'21" W	90°17'15"	50.25'
C5	341.46'	22.06'	22.06'	S 01°14'55" W	3°42'07"	11.04'
C6	341.46'	41.35'	41.33'	S 04°04'18" E	6°56'19"	20.70'
C7	75.00'	13.14'	13.12'	S 87°41'55" W	10°02'07"	6.58'
C8	75.00'	40.26'	39.78'	S 67°18'11" W	30°45'21"	20.63'
C9	75.00'	57.75'	56.34'	S 29°51'55" W	44°07'12"	30.39'
C10	75.00'	7.04'	7.04'	S 05°07'01" W	5°22'35"	3.52'
C11	58.00'	267.55'	86.00'	N 50°05'03" E	264°18'18"	64.07'
C12	15.00'	4.47'	4.45'	N 73°31'52" W	17°04'29"	2.25'
C13	15.00'	17.65'	16.65'	N 31°16'57" W	67°25'21"	10.01'
C14	25.00'	39.40'	35.44'	N 47°34'21" E	90°17'15"	25.13'
C15	362.35'	42.90'	42.88'	S 38°05'26" W	6°47'03"	21.48'

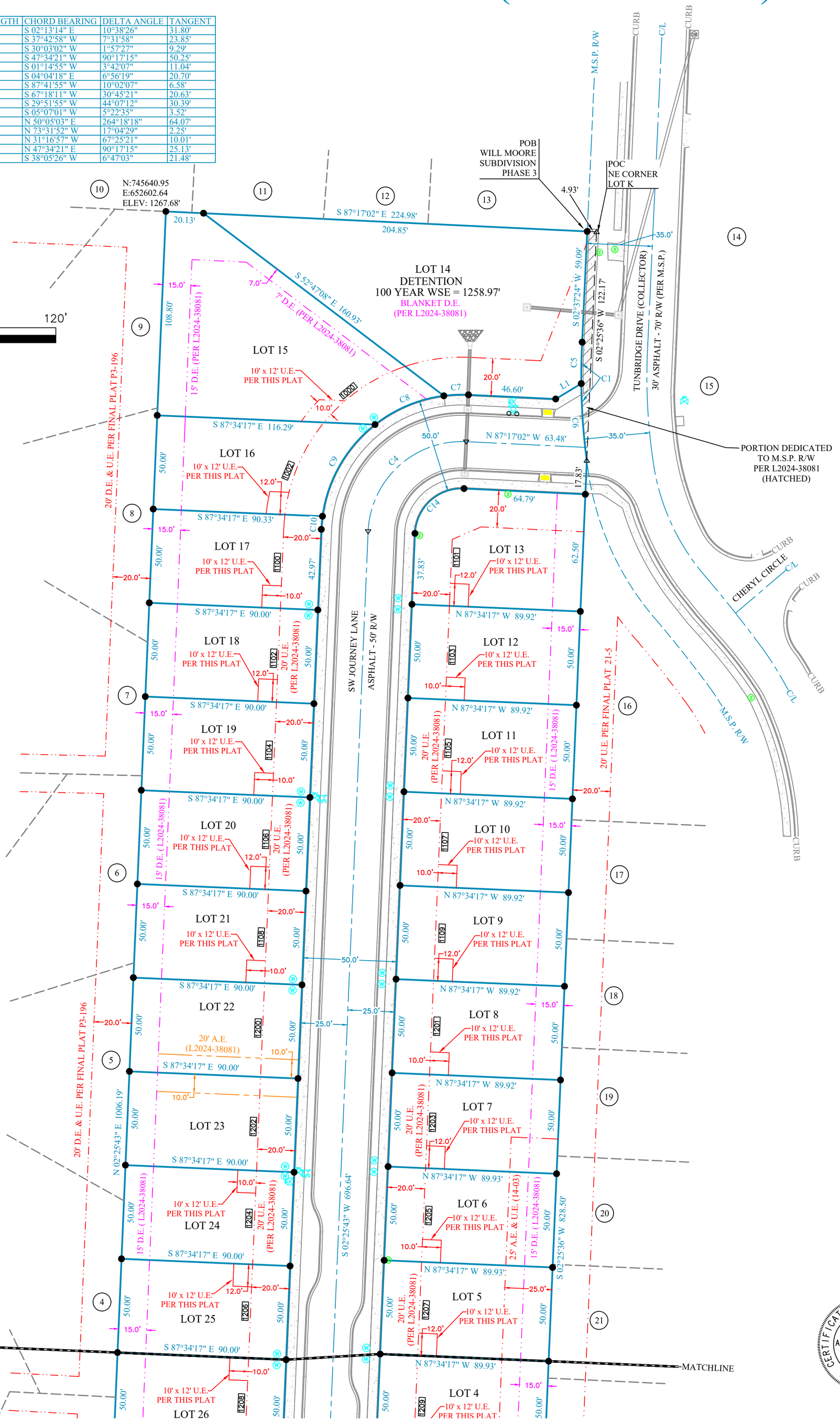
LINE TABLE

LINE	BEARING	DISTANCE
L1	S 58°51'47" W	15.91'
L2	S 87°34'24" E	25.00'

*ELEVATION BENCHMARKS ARE ON NAVD88 VERTICAL DATUM

0' 40' 80' 120'

GRAPHIC SCALE (IN FEET)
1 Inch = 40ft.



CERTIFICATE OF AUTHORIZATION
BATES & ASSOCIATES, INC.
#1335
ARKANSAS ENGINEER

DRAWING #21-013 ESMNT PLAT

FOR USE AND BENEFIT OF:
SVM WILLMOORE LLC

ADDRESS:
SOUTHWEST JOURNEY LANE
BENTONVILLE, ARKANSAS

DATE: 05/01/25	SCALE: 1"=40'
LOCATION: WILL-MOORE SUBDIVISION PHASE 3	SURVEYED: CW / DRAFTED: AH
	PAGE 2 OF 3
	REVIEWED: DT
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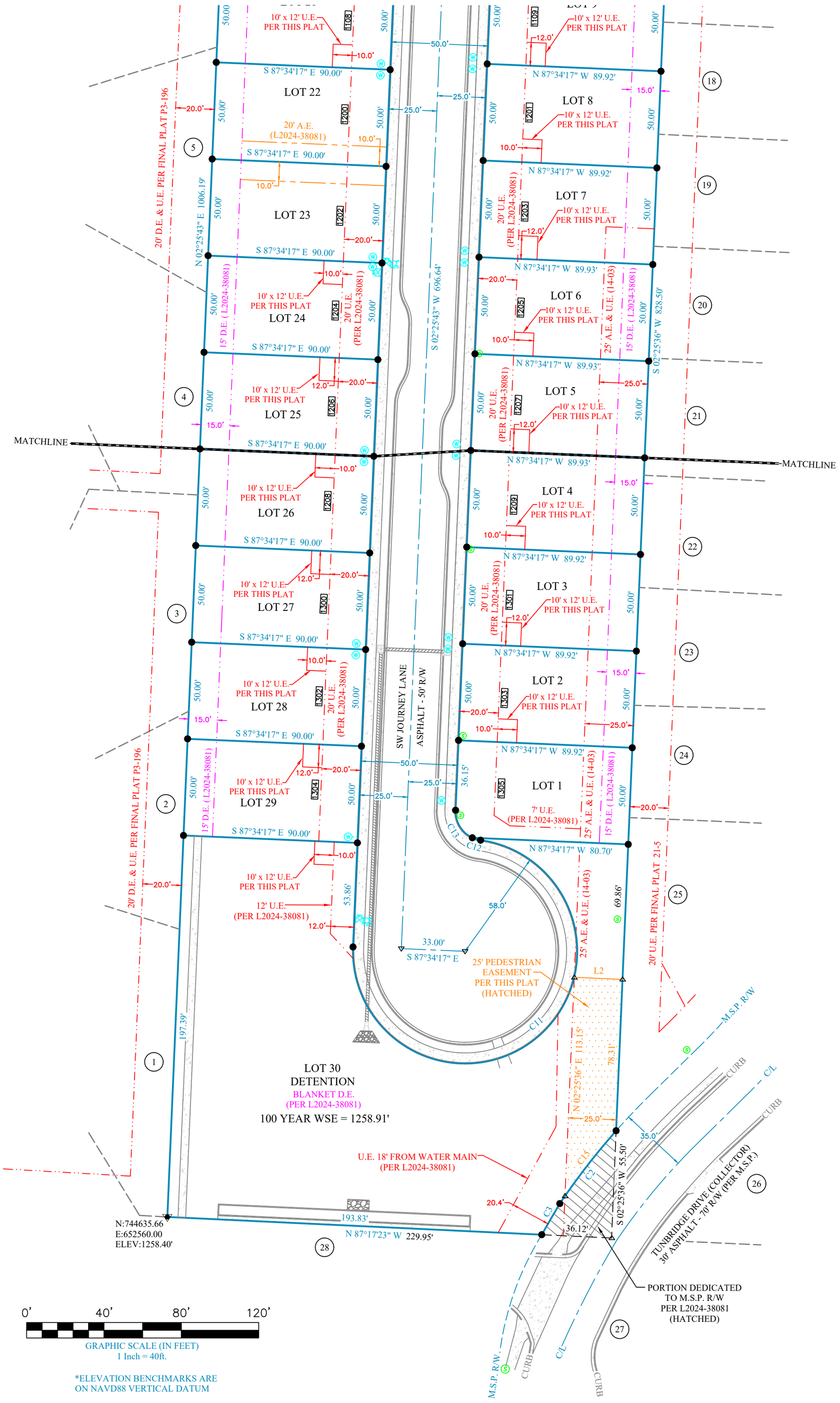
- UTILITY EASEMENT
- DRAINAGE EASEMENT

EASEMENT PLAT OF WILL MOORE SUBDIVISION PHASE 3 (PAGE 3 OF 3)

RECORDING NUMBER/DATE



0' 40' 80' 120'

GRAPHIC SCALE (IN FEET)
1 Inch = 40ft.

*ELEVATION BENCHMARKS ARE
ON NAVD88 VERTICAL DATUM

CERTIFICATE OF AUTHORIZATION
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- INGRESS & EGRESS EASEMENT
- UTILITY EASEMENT
- DRAINAGE EASEMENT

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF WILL MOORE SUBDIVISION CREATING NEW EASEMENT DEDICATIONS TO THE CITY OF BENTONVILLE, ARKANSAS; AND FOR OTHER PURPOSES. (PROJECT NUMBER: PLA25-0011)

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the property line adjustment of WILL MOORE SUBDIVISION creating new EASEMENT DEDICATIONS the City of Bentonville, Benton County, Arkansas was submitted to the Bentonville Planning Commission on May 6, 2025;

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

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

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

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

Section 1: That the property line adjustment of WILL MOORE SUBDIVISION creating new EASEMENT DEDICATIONS to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes;

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

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

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

PASSED AND APPROVED this_____ day of _____, 2025.

APPROVED:

_____
Stephanie Orman, Mayor

ATTEST:

_____
Malorie Marrs, City Clerk

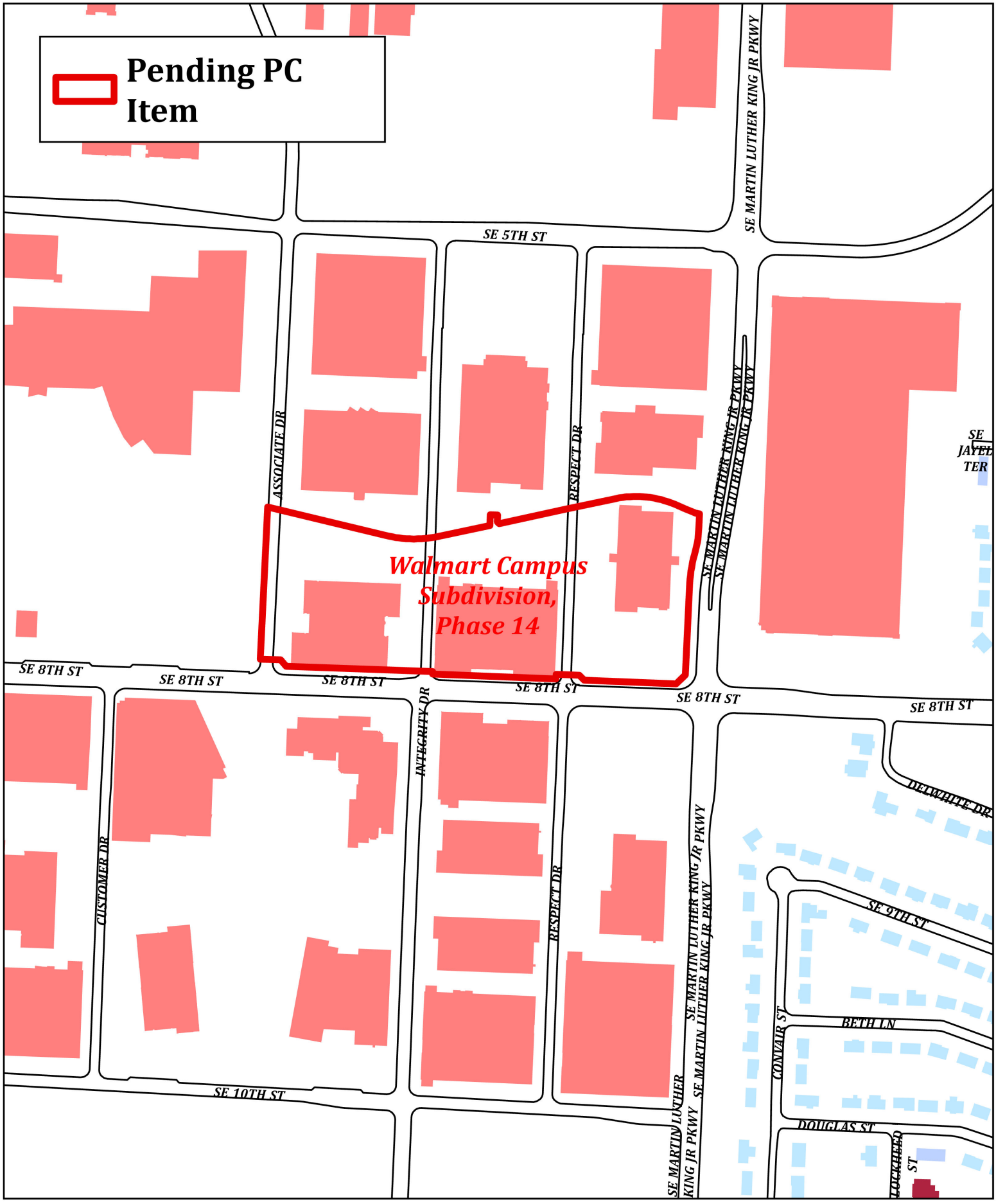
Consent Agenda Item FP24-0022

For the Planning Commission meeting on May 13, 2025

Details

Final Plat FP25-0022 of Lot 1 of Walmart Campus Subdivision

A final plat creating Lot 1 of Walmart Campus Subdivision, Phase 14. Approximately 917 square feet of Right of Way is being dedicated along Southeast 8th Street. All easements were dedicated per separate instrument. No waivers or variances are associated with this final plat.



N
W E
S

FP24-0022
Walmart Campus Subdivision, Phase 14
Final Plat

Final Plat of Lot 1, Walmart Campus Subdivision, Phase 14 Walmart Campus

SE MARTIN LUTHER KING JR Pkwy

Bentonville, Benton County, Arkansas

GENERAL NOTES:

1. This plat represents a Final Plat of the parcels conveyed to Wal-Mart Stores, Inc. at Deed Book 2011, Page 57172, Deed Book 2016, Page 41617, Deed Book 651, Page 458 & Deed Inst. #L202062198 in the public records of Benton County, Arkansas.
2. 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.
3. Declaration is made to the original purchaser of the survey and those listed in the certification for the use of this transaction only and is not transferable to any additional or subsequent owners.
4. Basis of Bearings: All bearings shown hereon are grid based on Arkansas State Plane Coordinate System, NAD83, North Zone, as established by a Static observation processed through OPUS.
5. This survey is valid only if the drawing includes the seal and signature of the surveyor.
6. This survey meets the current Arkansas Standards of Practice for Property Boundary Surveys and Plats.
7. The locations of underground utilities as shown hereon are based on above ground structures as were visible at the time of survey, and/or from record drawings provided to the surveyor. The location of underground utilities/structures may vary from locations shown hereon. No excavations were made during the progress of this survey to locate underground utilities/structures.
8. The contractor is advised to contract the 811 One-Call Center before any construction begins, depending on the state there is a possibility of a severe penalty for not making this call. Not all utility companies are members of the One-Call Systems. Therefore the contractor is advised to contract all non-members as well as the One-Call System.
9. The contractor must determine that proposed structures are clear of all boundary lines, easements, and meet building setback requirements before construction begins.
10. By scale map location and graphical plotting only. This property is located in shaded Zone "X" which are areas of 0.2% annual flood chance; areas of 1% annual flood with average depths of less that 1 foot or with drainage areas less that 1 square mile; and area protected by levees from 1% annual chance flood as determined by the National Flood Insurance, Flood Insurance Rate Map forBenton County,Arkansas.
    Map Number: 05007C0255K
    Map Revised: June 5, 2012
11. No attempt was made to show the zoned building setback lines graphically on the survey. The assignment, vacation, or orientation of setbacks that impact the usage rights of the property are determined by the local governing jurisdictional agency. Setback dimensions will be based on the orientation of the building(s) to be constructed as approved.
12. No current zoning report or letter regarding zoning classification was provided to the Surveyor. Setbacks shall be per the current zoning district as stated in the most recent City of Bentonville Zoning Code. For more info visit www.bentonville planning.com or call the Planning Department @ 479-271-3122.
13. Sidewalks shall be the responsibility of the builder/owner at time of building permit issuance.
14. There may not be fences or any other structures built in any drainage easements.
15. 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.
16. Owner is to contact New Service coordinator (479-271-3139) to discuss electric service prior to beginning any construction. Failure to contact BEUD prior to construction will result in delays to get electric service.
17. All structures must maintain minimum of 20' clearance from all electric lines.
18. 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 require the developer to pay for the cost of BEUD to relocate the equipment to the lot line.
19. It is the responsibility of the developer to pay for any cost 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.
20. Relocation of any existing electrical facilities shall be at the owner's expense.
21. Owner/Developer shall coordinate with all local utilities to insure that each lot has water, sewer and electric service.
22. Subject areas are subject to public utility, drainage, and emergency access easements as shown at Deed Instrument #L202110326.
23. No residential lot shall be permitted direct access to a collector, minor, or major arterial street. All residential subdivision development contiguous to a collector, minor, or major arterial street shall orient frontage to a local street, and back of the project, without access to the said major streets.
24. There are no waivers, variances and/or conditional uses at the time of preparing this plat.
25. The buildings contained in the area of this final plat fall within Zone C of the Municipal Airport Overlay District pursuant to Bentonville Municipal Code Section 401.12
26. The Platted area falls in Zone 1, Phase 4 of the Walmart Campus PUD at the time of submittal.

VICINITY MAP

NOT TO SCALE

Latitude: 36°21'51"N
Longitude: 94°11'25"W

Owner:
Parcel #'s 01-12039-001, 01-12039-002, & 01-14547-002 Wal-Mart Stores Inc. PO BOX 8050 MS 0555 BENTONVILLE AR 72712-8050 Contact: Joe Allbright, (479) 273-4000

Owner:
Parcel #'s 01-19236-000 Wal-Mart Properties Inc. PO BOX 8050 MS 0555 BENTONVILLE AR 72712-8050 Contact: Joe Allbright, (479) 273-4000

SHEET INDEX:

1. Cover Sheet
2. Final Plat
3. Description & Details

Surveyors:
CEI Engineering Associates, Inc. 2600 NE 11th Street, Suite 300 Bentonville, AR 72712 Phone: (479) 273-9472 Fax:(479) 271-0536 Surveyor: Dustin Riley, Arkansas PLS#1618

CERTIFICATE OF OWNERSHIP:

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

Date of Execution: _____ Signed: _____

Name & Address: Wal-Mart Stores Inc.

Print Name: _____

Source of Title: D.R. 2016, Page, 41617 , Deed Inst. #L202062198 & D.R. 2011, Page 57172

Subscribed and sworn before me, this _____ day of _____, 20_____.

Notary Public _____ My Commission Expires _____

Date of Execution: _____ Signed: _____

Name & Address: Wal-Mart Properties Inc.

Print Name: _____

Source of Title: D.R. 651 , Page 458

Subscribed and sworn before me, this _____ day of _____, 20_____.

Notary Public _____ My Commission Expires _____

CERTIFICATE OF APPROVAL:

Pursuant to the Bentonville Land Development Code and all other conditions and approval having been completed, this document is hereby accepted. This Certificate is hereby executed under the authority of 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 AUTHORIZATION — CEI Engineering Associates, Inc. No. 118 — ARKANSAS ENGINEER

CERTIFICATE OF SURVEYING ACCURACY:

I, Dustin Riley, 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.1618
State of Arkansas

REVISION

NO.	DESCRIPTION	DATE
1	1st Sub. Comments	01/22/2025

ATLAS PAGE: 404

City of Bentonville Project # FP24-0022

State Survey Code: 500-20N-30W-0-32-130-04-1618

CIVIL ENGINEERING ▪ LANDSCAPE ARCHITECTURE ▪ LAND SURVEYING ▪ PLANNING

BENTONVILLE | DALLAS | FRESNO | HOUSTON | JACKSONVILLE | MINNEAPOLIS | PHILADELPHIA | PHOENIX

CEI ENGINEERING ASSOCIATES, INC.
3108 SW REGENCY PKWY
BENTONVILLE, AR 72712
PHONE: (479) 273-9472
FAX: (479) 273-0844
CORPORATE TBPLS FIRM #10031500

3030 LBJ FREEWAY, SUITE 100
DALLAS, TX 75234
PHONE: (972) 488-3737
FAX: (972) 488-6732

Final Plat of Lot 1, Phase 14
Walmart Campus
SE MARTIN LUTHER KING JR Pkwy
Bentonville, Benton County, Arkansas

Preliminary
This document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document

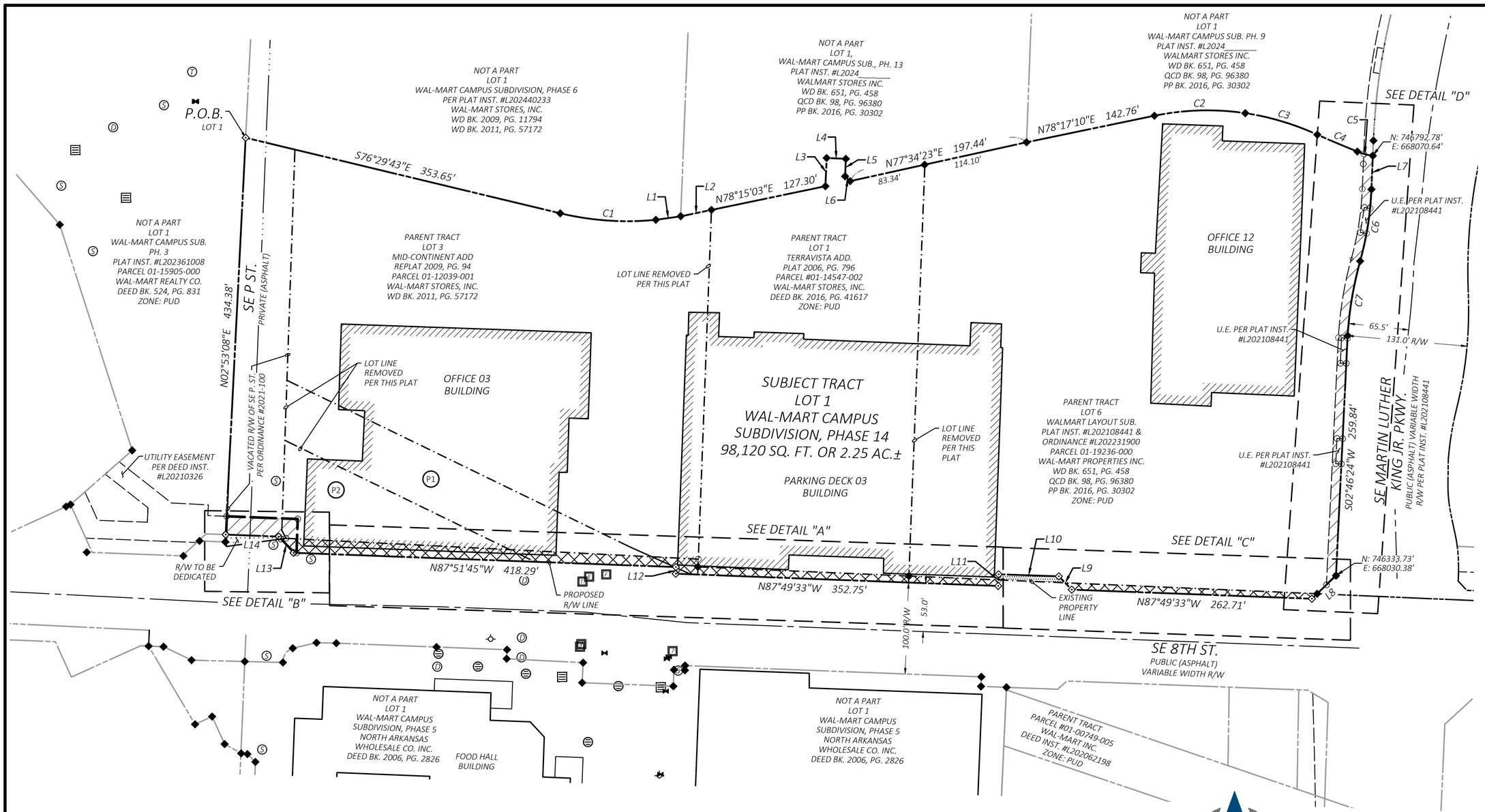
PROFESSIONAL OF RECORD	DGR
DESIGNER	WAP
FIELD WORK	CSS
CEI PROJECT NUMBER	31470
DATE	1/22/2025
REVISION	REV-1

Cover Sheet
SHEET TITLE

SHEET NUMBER
1 OF 3

DRAWING LOCATION - S:\31000\31470\DRAWINGS SURVEY\SURVEY\31470FP ZONE 1 SOUTH.DWG -- SAVED BY - WPIERSON

© 2025 CEI ENGINEERING ASSOCIATES, INC.



Legend

- Boundary Line
- Adjoining Boundary Line
- Existing Boundary Line (removed per this plat)
- Easement Line
- Centerline
- Found 5/8" Rebar "LS#1618"
- Set 5/8" Rebar "LS#1618"
- Bearing & Distance Change
- Grate Inlet (GI)
- Grate Inlet (Circular) (GIC)
- Sewer Manhole (SMH)
- Telephone Manhole (TMH)
- Fire Hydrant
- Water Valve
- Fiber Optic Vault
- Electric Vault
- Traffic Signal Vault
- Unknown Vault
- R/W — Right-of-Way
- P# — Parent Tract Info Block
- Dedicated Right-Of-Way (R/W)
- Vacated Right-Of-Way (R/W)
- Utility Easement (U.E.) per Deed Instrument #L20210326

PARENT TRACT DESCRIPTIONS:

Part of Lot 6, Walmart Layout Subdivision per Plat Instrument #L202108441 in the Public Records of Benton County, Arkansas.

AND

Part of Lot 1, Terravista Addition to the City of Bentonville per Plat Book 2006, Page 796 in the Public Records of Benton County, Arkansas.

AND

Part of Lot 3, Mid-Continent Addition to the City of Bentonville& Part of a Vacated Street per Replat Book 2009, Page 94 in the Public Records of Benton County, Arkansas.

0 80' 120' 160'
SCALE IN FEET

CERTIFICATE OF AUTHORIZATION
CEI Engineering Associates, Inc. No. 118
ARKANSAS ENGINEER

Property Line Table		
Line #	Direction	Length
L1	N82°03'23"E	27.43'
L2	N78°15'03"E	34.33'
L3	N02°28'07"E	30.88'
L4	S87°31'53"E	21.00'
L5	S02°28'07"W	19.13'
L6	S46°34'10"E	7.64'
L7	S02°21'07"W	36.83'

Property Line Table		
Line #	Direction	Length
L8	S46°10'50"W	36.52'
L9	N44°08'57"W	20.32'
L10	N88°05'02"W	65.87'
L11	S02°05'37"W	12.74'
L12	N02°06'52"E	7.25'
L13	N42°34'40"W	24.04'
L14	N87°49'33"W	58.02'

Property Curve Table					
Curve #	Radius	Length	Delta	Chord Bearing	Chord Distance
C1	314.00'	105.26'	19°12'28"	S86°05'57"E	104.77'
C2	284.00'	99.89'	20°09'11"	N88°21'45"E	99.38'
C3	291.89'	82.49'	16°11'36"	S73°21'06"E	82.22'
C4	1140.28'	47.44'	2°23'01"	S67°10'42"E	47.43'
C5	62.27'	17.58'	16°10'47"	S74°52'53"E	17.53'
C6	346.03'	79.59'	13°10'45"	S8°56'30"W	79.42'
C7	394.76'	85.56'	12°25'05"	S9°19'20"W	85.39'

PARENT TRACT PARCEL INFO.	
P1	P2
PARENT TRACT PT. LOT 3 & VACATED STREET MID-CONTINENT ADD. REPLAT 2009, PG. 94 PARCEL 01-12039-002 WAL-MART STORES INC. DEED INST. #L202062198 ZONE: PUD	PARENT TRACT LOT 3 MID-CONTINENT ADD REPLAT 2009, PG. 94 PARCEL 01-12039-001 WAL-MART STORES, INC. WD BK. 2011, PG. 57172 ZONE: PUD

ATLAS PAGE: 404

City of Bentonville Project # FP24-0022

State Survey Code: 500-20N-30W-0-32-130-04-1618

DRAWING LOCATION - S:\31000\31470\DRAWINGS SURVEY\SURVEY\31470FP ZONE 1 SOUTH.DWG -- SAVED BY - WPIERSON

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CEI Solutions for Land and Life

CEI ENGINEERING ASSOCIATES, INC.
3108 SW REGENCY PKWY
BENTONVILLE, AR 72712
PHONE: (479) 273-9472
FAX: (479) 273-0844
CORPORATE TBPLS FIRM #10031500

3030 LBJ FREEWAY, SUITE 100
DALLAS, TX 75234
PHONE: (972) 488-3737
FAX: (972) 488-6732

Final Plat of Lot 1, Phase 14 Walmart Campus

SE MARTIN LUTHER KING JR Pkwy
Bentonville, Benton County, Arkansas

Preliminary
This document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document

PROFESSIONAL OF RECORD	DGR
DESIGNER	WAP
FIELD WORK	CSS
CEI PROJECT NUMBER	31470
DATE	1/22/2025
REVISION	REV-1

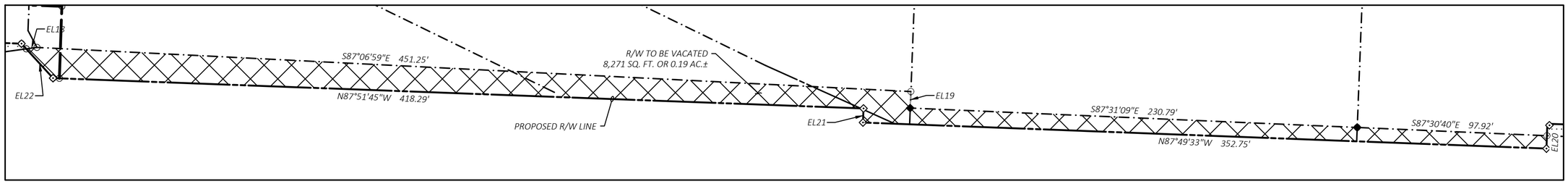
Final Plat

SHEET TITLE

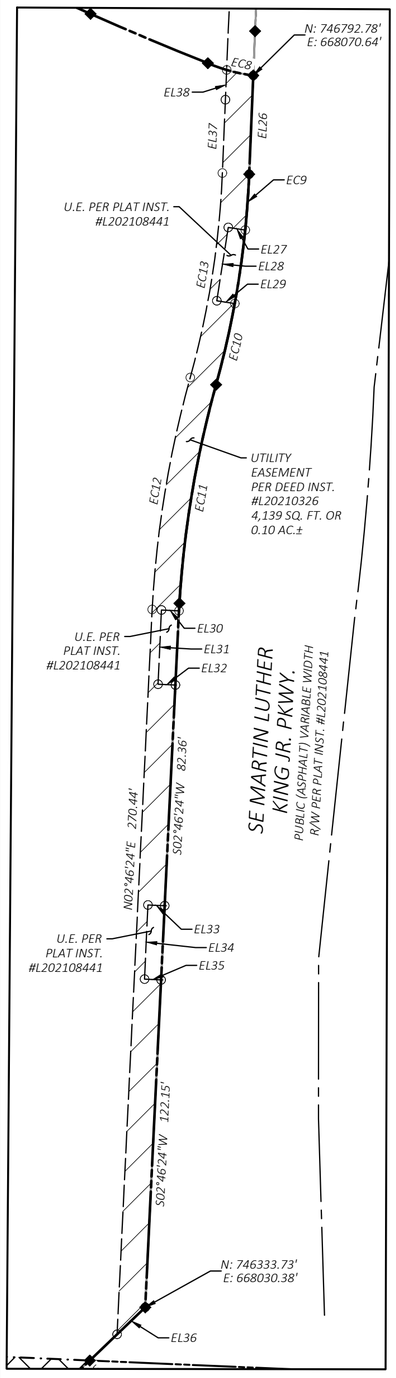
SHEET NUMBER

2 OF 3

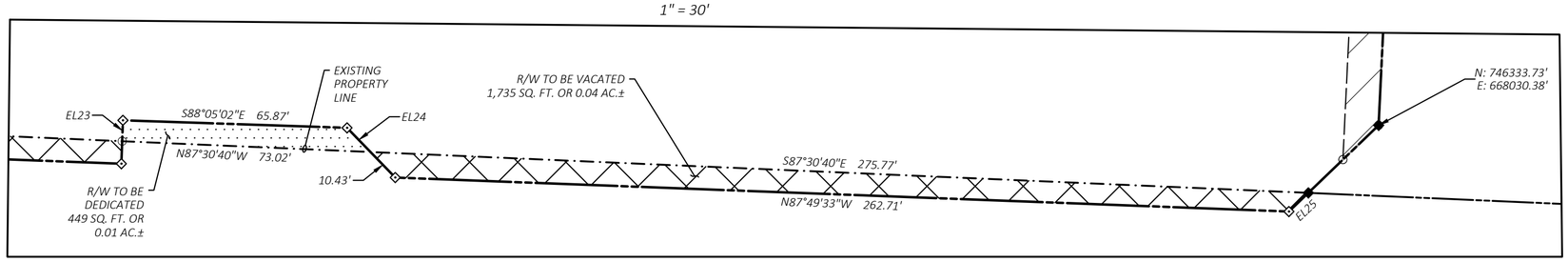
DETAIL "A"
1" = 40'



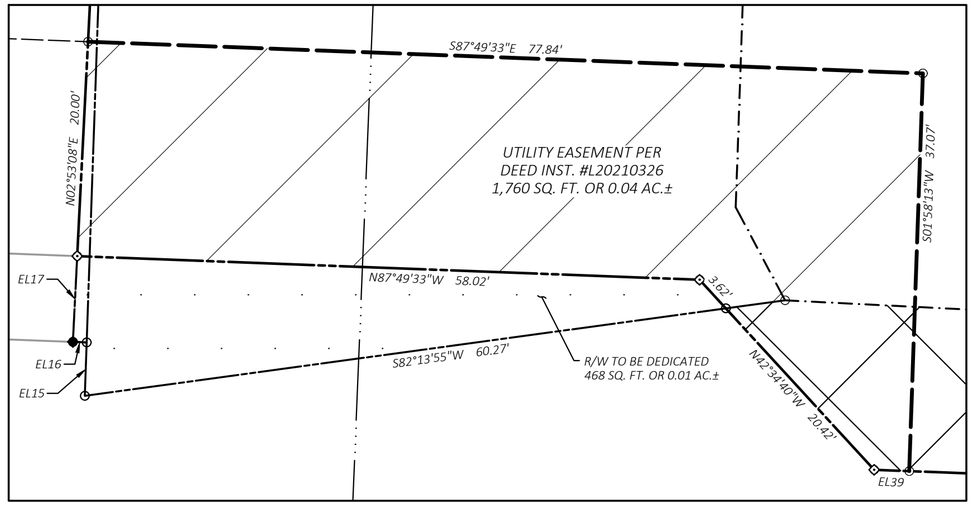
DETAIL "D"
1" = 40'



DETAIL "C"
1" = 30'



DETAIL "B"
1" = 10'



LOT 1 DESCRIPTION:

A Part of Lot 6, Walmart Layout Subdivision per Plat Instrument #L202108441, Part of Lot 1, Terravista Addition to the City of Bentonville per Plat Book 2006, Page 796, and Part of Lot 3, Mid-Continent Addition to the City of Bentonville per Replat Book 2009, Page 94 in the Public Records of Benton County, Arkansas and being described by metes and bounds as follows:

BEGINNING at a 5/8-inch rebar with cap LS1618 found at the Southwest Corner of Lot 1, Wal-Mart Campus Subdivision, Phase 6 per Plat Instrument #L202440233 in the public records of Benton County, Arkansas;
THENCE along the South Line of said Lot 1, Phase 6 the following three (3) courses:
1. *South 76°29'43" East, 353.65 feet to a 5/8-inch rebar with cap LS1618;*
2. *Easterly along the arc of a curve to the left 105.26 feet, having a radius of 314.00 feet, through a central angle of 19°12'28", having a chord bearing and distance of South 86°05'57" East, 104.77 feet to a 5/8-inch rebar with cap LS1618;*
3. *North 82°03'23" East, 27.43 feet to a 5/8-inch rebar with cap LS1618 found at the Southwest corner of Lot 1, Wal-Mart Campus Subdivision, Phase 13 per Plat Instrument #L2024_____ in the public records of Benton County, Arkansas;*

THENCE along the South Line of said Lot 1, Phase 13 the following seven (7) courses:
1. *North 78°15'03" East, 34.33 feet to a 5/8-inch rebar with cap LS1618;*
2. *North 78°15'03" East, 127.30 feet to a 5/8-inch rebar with cap LS1618;*
3. *North 02°28'07" East, 30.88 feet to a 5/8-inch rebar with cap LS1618;*
4. *South 87°31'53" East, 21.00 feet to a 5/8-inch rebar with cap LS1618;*
5. *South 02°28'07" West, 19.13 feet to a 5/8-inch rebar with cap LS1618;*
6. *South 46°34'10" East, 7.64 feet to a 5/8-inch rebar with cap LS1618;*
7. *North 77°34'23" East, passing through a 5/8-inch rebar at a distance of 83.34 feet and continuing for a total distance of 197.44 feet to a 5/8-inch rebar with cap LS1618 found at the Southwest Corner of Lot 1, Wal-Mart Campus Subdivision, Phase 9 per Plat Instrument #L2024_____ in the public records of Benton County, Arkansas;*

THENCE along the South Line of said Lot 1, Phase 9 the following five (5) courses:
1. *North 78°17'10" East, 142.76 feet to a 5/8-inch rebar with cap LS1618;*
2. *Easterly along the arc of a curve to the right 99.89 feet, having a radius of 284.00 feet, through a central angle of 20°09'11", having a chord bearing and distance of North 88°21'45" East, 99.38 feet to a 5/8-inch rebar with cap LS1618;*
3. *Easterly along the arc of a curve to the right 82.49 feet, having a radius of 291.89 feet, through a central angle of 16°11'36", having a chord bearing and distance of South 73°21'06" East, 82.22 feet to a 5/8-inch rebar with cap LS1618;*
4. *Easterly along the arc of a curve to the left 47.44 feet, having a radius of 1,140.28 feet, through a central angle of 02°23'01", having a chord bearing and distance of South 67°10'42" East, 47.43 feet to a 5/8-inch rebar with cap LS1618;*
5. *Easterly along the arc of a curve to the left 17.58 feet, having a radius of 62.27 feet, through a central angle of 16°10'47", having a chord bearing and distance of South 74°52'53" East, 17.53 feet to a 5/8-inch rebar with cap LS1618 found on the West Right-of-way of SE Martin Luther King Jr. Parkway per Plat Instrument #L202108441 in the public records of Benton County, Arkansas;*

THENCE along said West Right-of-way the following five (5) courses:
1. *South 02°21'07" West, 36.83 feet to a 5/8-inch rebar with cap LS1618;*
2. *Southerly along the arc of a curve to the right 79.59 feet, having a radius of 346.03 feet, through a central angle of 13°10'45", having a chord bearing and distance of South 08°56'30" West, 79.42 feet to a 5/8-inch rebar with cap LS1618;*
3. *Southerly along the arc of a curve to the left 85.56 feet, having a radius of 394.76 feet, through a central angle of 12°25'05", having a chord bearing and distance of South 09°19'20" West, 85.39 feet to a 5/8-inch rebar with cap LS1618;*
4. *South 02°46'24" West, 259.84 feet to a 5/8-inch rebar with cap LS1618;*
5. *South 46°10'50" West, passing through a 5/8-inchr rebar with cap LS1618 at a distance of 14.02 feet and continuing for a total distance of 36.52 feet to a 5/8-inch rebar with cap LS1618 set on the North Right-of-way of SE 8th Street;*

THENCE along said North Right-of-way the following nine (9) courses:
1. *North 87°49'33" West, 262.71 feet to a 5/8-inch rebar with cap LS1618;*
2. *North 44°08'57" West, 20.32 feet to a 5/8-inch rebar with cap LS1618;*
3. *North 88°05'02" West, 65.87 feet to a 5/8-inch rebar with cap LS1618;*
4. *South 02°05'37" West, 12.74 feet to a 5/8-inch rebar with cap LS1618;*
5. *North 87°49'33" West, 352.75 feet to a 5/8-inch rebar with cap LS1618;*
6. *North 02°06'52" East, 7.25 feet to a 5/8-inch rebar with cap LS1618;*
7. *North 87°51'45" West, 418.29 feet to a 5/8-inch rebar with cap LS1618;*
8. *North 42°34'40" West, 24.04 feet to a 5/8-inch rebar with cap LS1618;*
9. *North 87°49'33" West, 58.02 feet to a 5/8-inch rebar with cap LS1618 set on the East Line of Lot 1, Walmart Campus Subdivision, Phase 3 per Plat Instrument #L202361008 in the public records of Benton County, Arkansas;*

THENCE along said East Line, North 02°53'08" East, 434.38 feet to the POINT OF BEGINNING containing 543,723 square feet or 12.48 acres, more or less.

Easement Line Table		
LINE	BEARING	DISTANCE
EL15	N01°58'13"E	4.98'
EL16	N87°49'33"W	1.29'
EL17	N02°53'08"E	8.00'
EL18	N82°13'55"E	5.57'
EL19	S02°08'50"W	8.48'
EL20	S02°05'37"W	6.60'
EL21	N02°06'52"E	7.25'
EL22	N42°34'40"W	20.42'
EL23	N02°05'37"E	6.13'
EL24	S44°08'57"E	9.89'
EL25	S46°13'44"W	7.92'
EL26	S02°21'07"W	36.83'
EL27	N81°05'26"W	6.39'

Easement Line Table		
LINE	BEARING	DISTANCE
EL28	S08°54'34"W	27.67'
EL29	S81°05'26"E	6.78'
EL30	N87°22'45"W	6.53'
EL31	S02°37'15"W	27.67'
EL32	S87°22'45"E	6.45'
EL33	N87°22'45"W	6.25'
EL34	S02°37'15"W	27.67'
EL35	S87°22'45"E	6.17'
EL36	S46°10'50"W	14.55'
EL37	N02°21'07"E	27.37'
EL38	N02°21'07"E	11.10'
EL39	N87°51'45"W	3.27'

CERTIFICATE OF AUTHORIZATION
CEI Engineering Associates, Inc. No. 118
ARKANSAS ENGINEER

ATLAS PAGE: 404

City of Bentonville Project # FP24-0022

State Survey Code: 500-20N-30W-0-32-130-04-1618

CEI Solutions for Land and Life

CEI ENGINEERING ASSOCIATES, INC.
3108 SW REGENCY PKWY
BENTONVILLE, AR 72712
PHONE: (479) 273-9472
FAX: (479) 273-0844
CORPORATE TBPLS FIRM #10031500

3030 LBJ FREEWAY, SUITE 100
DALLAS, TX 75234
PHONE: (972) 488-3737
FAX: (972) 488-6732

Final Plat of Lot 1, Phase 14
Walmart Campus
SE MARTIN LUTHER KING JR Pkwy
Bentonville, Benton County, Arkansas

Preliminary
This document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document

PROFESSIONAL OF RECORD	DGR
DESIGNER	WAP
FIELD WORK	CSS
CEI PROJECT NUMBER	31470
DATE	1/22/2025
REVISION	REV-1

Description & Details

SHEET TITLE

SHEET NUMBER

3 OF 3

DRAWING LOCATION - S:\31000\31470\DRAWINGS SURVEY\SURVEY\31470FP ZONE 1 SOUTH.DWG -- SAVED BY - WPIERSON

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ORDINANCE NO._____

AN ORDINANCE ACCEPTING A FINAL PLAT OF LOT 1 OF WALMART CAMPUS SUBDIVISION PHASE 14 TO THE CITY OF BENTONVILLE, ARKANSAS; AND FOR OTHER PURPOSES.

(PROJECT NUMBER: FP24-0022)

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the final plat of LOT 1 OF WALMART CAMPUS SUBDIVISION PHASE 14 to the City of Bentonville, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on May 6, 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 LOT 1 OF WALMART CAMPUS SUBDIVISION PHASE 14 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:

_____

Stephanie Orman, Mayor

ATTEST:

_____

Malorie Marrs, City Clerk

	S3 Ventures LLC
	Southeast corner of SW Regional Airport Blvd and SW Chickadee St.
	PC Date:

Staff Report Details

Project Number	(RZ25-0009)
Applicant / Current Owner	S3 Ventures LLC
Site Area	+/- **[.16]** Acres
Current Zoning	A-1, Agriculture, C-2, General Commercial
Requested Zoning	C-3, Mixed-Use Commercial
Current Future Land Use Map Designation	Regional Center
Requested Future Land Use Map Designation	
Development Type / Use	
Related projects	

Property Description

The subject property is located at the southeast corner of Regional Airport and Chickadee Street. The property (parcels 01-11448-000 and 01-08205-010) are presently zoned A-1, Agriculture and C-2, General Commercial with a land use designation of Regional Center. The property has direct access to Southwest Regional Airport Boulevard. Immediate surrounding zoning districts are R-4, High Density Multifamily Residential to the South and C-2, General Commercial to the North. County properties surround on the east and west.

Project Details

The applicant has requested a rezoning of the property from A-1, Agriculture and C-2, General Commercial to C-3, Mixed-Use Commercial. The applicant states in their narrative that they are requesting the rezoning in order to develop a mixed-use housing and commercial projects that aligns with the recently adopted community and future land use plan while preserving environmental integrity.

Relationship to the Community Plan

The property is designated as a Regional Center place type on the newly adopted future land use map. 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.

From a built environment lens,C-3, Mixed-Use Commercial supported use types fit within the surrounding development.

Public Comment

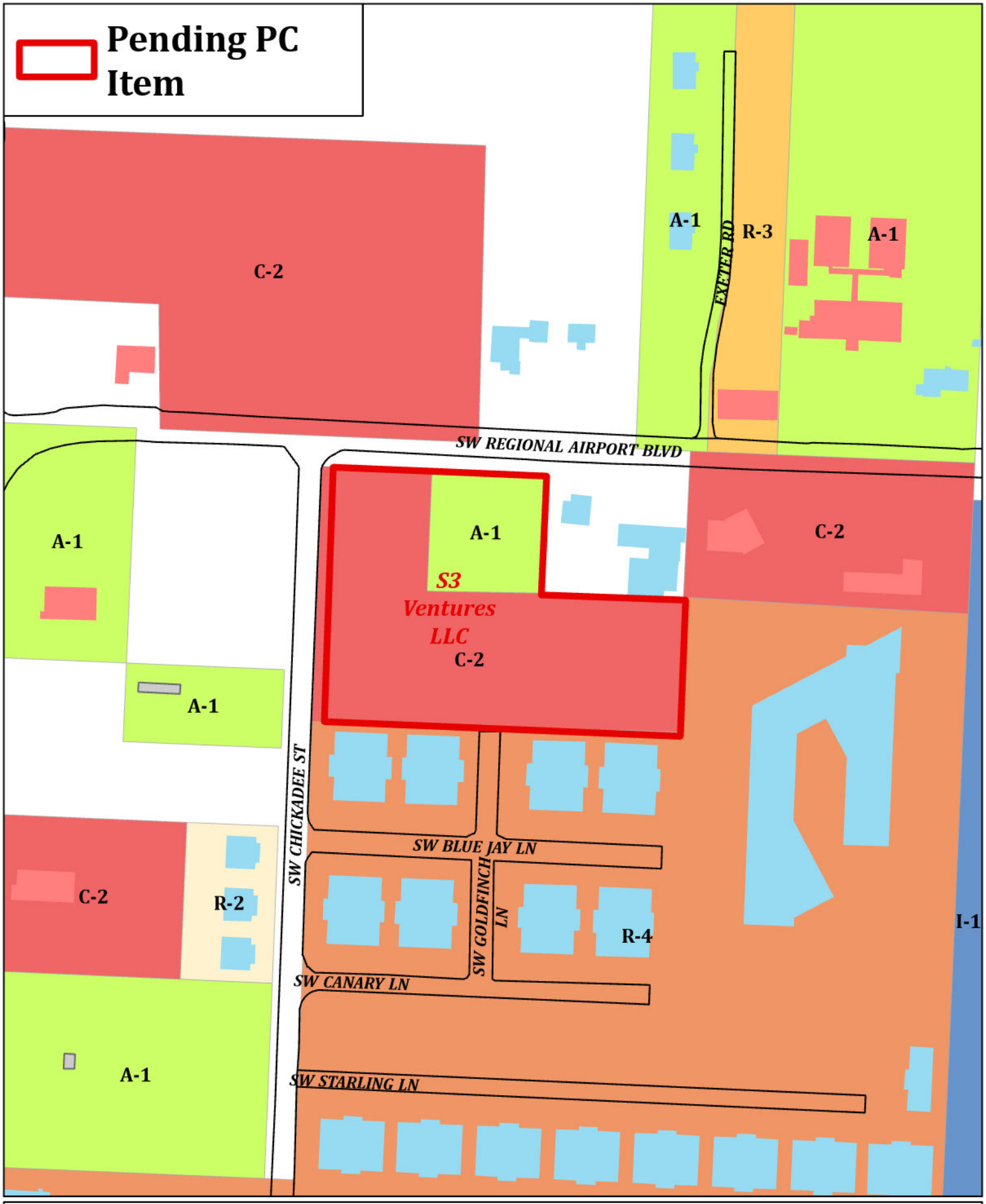
Has Staff received Public Comment at the time of this report? : **No**

Analysis / Waivers

Conclusion

This rezoning is consistent with the newly adopted future land use plan under Standard Review and the proposed C-3, Mixed-Use Commercial zone is compatible with the surrounding neighborhood context.

Additional Details



N
W E
S

RZ25-0009
S3 Ventures LLC.
SW Regional Airport Blvd

THE CITY OF BENTONVILLE

S3 Ventures LLC

1505 SW Edinburgh Ave,

Bentonville AR 72713

Date:02-26-2025

City of Bentonville

Subject: Request for Land Rezoning – [Sw Regional Airport Blvd, Bentonville, AR 72712, Benton County, PLAT 3/11/04 2004-268. BENTONVILLE CC 2003-026 BVILLE #2003-143 Parcel ID - 01-08205-010 , 01-11448-000]

Dear City of Bentonville Planning Department,

I am writing to formally request the rezoning of my property located at [Parcel ID - 01-08205-010 , 01-11448-000] from its current zoning designation of A-1, Agriculture and C-2, General Commercial, to C-3, Mixed-Use Commercial. The purpose of this request is to rezone my property to C-3 zoning, specifically to accommodate multi-family housing and General Commercial. This transition aligns with community growth objectives, addresses housing demand, and optimizes land use efficiency while maintaining responsible environmental stewardship. The primary reason for this rezoning request is to develop residential housing that meets the increasing demand for multi-family homes in the region.

Justification for Zoning Conversion:

1. **Compliance with Comprehensive Plan** – The proposed rezoning aligns with the [Plan Bentonville] Comprehensive Plan, which designates this area as a Regional Center Place type, allowing for future residential development.
2. **Surrounding Land Use** – The surrounding properties are already designated for residential use or are in transition, making this zoning change consistent with the character of the neighborhood.
3. **Infrastructure Availability** – The property has access to existing or planned infrastructure, including roads, water, and sewer services, to support residential development.
4. **Economic and Community Benefits** – The conversion will promote housing development, increase property values, and contribute to the local economy.

The proposed rezoning aligns with the City’s development plans. This transition supports economic growth, meets critical housing needs, and enhances community development while

preserving environmental integrity. We request the necessary approvals to proceed with this rezoning application and look forward to contributing to the long-term growth and sustainability of the region. I have reviewed the zoning regulations and believe this change would be a positive contribution to the area.

I have attached all necessary documents, property details, and any supporting studies required for your review. I would appreciate guidance on the next steps in the rezoning process and any additional requirements I need to fulfill.

Please let me know if a meeting or public hearing is required, and I would be happy to participate. I look forward to your response and appreciate your time and consideration of my request.

Sincerely,

S3 Ventures LLC

☑ **City of Bentonville Rezone Application Review Checklist**

Please check all applicable boxes:

☑ **Consistency with Planning Documents**

Designate the Future Land Use Map Alignment Policy Review Category

Res-No-02-11-25M_Future-Land-Use-Map-and-Zoning-Alignment-Policy

- ☑ Standard Review (SR)
- ☐ Enhance Review (ER)
- ☐ Neither SR nor ER (Staff Recommends denial)

- **Consistency with the vision of the Community Plan**
  (Is the request supported by the vision and guiding principles of the Community Plan?)
  bentonvillear.com/DocumentCenter/View/18161/Bentonville-Community-Plan-As-Amended-2025?bidId=

☑ Thoughtful Growth (p.38)

- Infill Development
- Existing Infrastructure

☑ Robust Economy (p.39)

- Providing a variety of housing options
- Access to high quality parks, recreation, schools, and multi-modal transportation opportunities.

☑ Welcoming and Diverse (p.39)

- Welcoming to all
- Provides a sense of community

☑ The Bentonville Experience (p.40)

- Redevelopment near downtown
- Providing a variety of housing options
- New neighborhoods throughout the community
- Transportation system that supports motorists, cyclists and pedestrians

☑ A Great Place to plant Roots (p.40)

- Housing Options for market entry level
- The ability to age in place
- Shopping, employment, and education options
- New neighborhoods throughout the community

Development Impact, Intensity and location

- [x] **Impact foreseen in the Future Land Use Map**
  (Does the proposed rezoning fit within the place type, i.e. SR?)
- [ ] **Intensity and Significant Economic Development criteria (for ER)**
  - [ ] Is the adjacent zone similar to the requested rezone?
  - [ ] Is the proposed rezone near the center of a "Center" or "Corridor" place type?
  - [ ] Is the proposed rezone near the edge of a "Neighborhood" place type?
  - [ ] Is the proposed rezone 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.

Compatibility

- [x] **Compatibility with Neighboring Development**
  (Is the rezone compatible with recent development activity in the surrounding area?)

Name: S3 Ventures LLC Date: 4/23/2025

Signature [redacted]

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF A-1, AGRICULTURAL AND C-2, GENERAL COMMERCIAL TO C-3, MIXED-USE COMMERCIAL; AND FOR OTHER PURPOSES.
(PROJECT NUMBER: RZ25-0009)

WHEREAS, Cheema – Snyder LLC duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present zoning classification of A-1, AGRICULTURAL and C-2, GENERAL COMMERCIAL to C-3, MIXED-USE COMMERCIAL to be used in accordance with city zoning laws and state laws, which property is described as follows:

PARCEL ID - 01-08205-010: PART OF THE NW/4 OF THE NE/4 OF SECTION 20. TOWNSHIP 19 NORTH, RANGE 31 WEST, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT NORTH 87°12'38" WEST 573.60 FEET AND SOUTH 02°37'21" WEST 40.00 FEET FROM THE NE CORNER OF THE NW/4 OF THE NE/4 OF SAID SECTION 20; THENCE SOUTH 02°37'21" WEST 156.53 FEET; THENCE NORTH 88°53'30" WEST 150.50 FEET; THENCE NORTH 02°36'14" EAST 160.00 FEET; THENCE SOUTH 87°34'13" EAST 150.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.55 ACRES. PART OF THE NW/4 OF THE NE/4 OF SECTION 20, TOWNSHIP 19 NORTH, RANGE 31 WEST, BENTON COUNTY, ARKANSAS, ALSO KNOWN AS LOT 1 OF JAMES PLACE SUBDIVISION, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NW CORNER OF THE NW/4 OF THE NE/4 OF SAID SECTION 20; THENCE RUN SOUTH 87°30'34" EAST 433.62 FEET; THENCE RUN SOUTH 01°48'45" WEST 40.00 FEET; THENCE RUN SOUTH 87°33'23" EAST 33.50 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 87°42'00" EAST 131.08 FEET; THENCE SOUTH 02°36'14" WEST 160.00 FEET; THENCE SOUTH 88°53'30" EAST 150.50 FEET; THENCE SOUTH 87°56'28" EAST 189.80 FEET; THENCE SOUTH 02°14'59" WEST 179.36 FEET; THENCE NORTH 87°38'23" WEST 468.88 FEET; THENCE NORTH 01°59'46" EAST 334.94 FEET TO THE POINT OF BEGINNING, CONTAINING 2.39 ACRES;

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held May 6, 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 A-1, AGRICULTURAL and C-2, GENERAL COMMERCIAL to C-3, MIXED-USE COMMERCIAL.

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

Section 1: That the above described real property is hereby changed from its present zoning classification of A-1, AGRICULTURAL and C-2, GENERAL COMMERCIAL to C-3, MIXED-USE COMMERCIAL to be used in accordance with the city zoning laws and state laws;

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

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

PASSED AND APPROVED this_____ day of _____, 2025.

APPROVED:

_____

Stephanie Orman, Mayor

ATTEST:

_____

Malorie Marrs, City Clerk

	Suen
	515 NW D ST
	PC Date:

Staff Report Details

Project Number	RZ25-0017
Applicant / Current Owner	SUEN, TERRY & CATHERINE L TRUSTEES
Site Area	+/- **[3.9]** Acres
Current Zoning	R-E, Residential Estate District
Requested Zoning	DN-1, Downtown Low Density Residential
Current Future Land Use Map Designation	Traditional Neighborhood
Requested Future Land Use Map Designation	
Development Type / Use	Residential
Related projects	

Property Description

This item was approved by Planning Commission on 4/15/2025, but was recommend at the City Council meeting to be taken back to Planning Commission due to concerns over the application not meeting the requirements of the resolution adopted by Planning Commission on Feb. 11, 2025 with Resolution No. 2-11-25M.

The subject property is located at 515 NW D ST. The property is presently zoned R-E, Residential Estate, with a land use designation of Traditional Neighborhood. The property has direct access to NW D ST to the East. Surrounding zoning districts include DN-2, Downtown Medium Density Residential to the West, PRD, Planned Residential Development to the West, and R-1, Low-Density Single-Family Residential to the North, South, and East.

Project Details

The applicant has requested a rezoning of the property from R-E, Residential Estate to DN-1, Downtown Low Density Residential. The applicant states in their narrative that they are requesting the rezoning to reflect the Future Land Use Map designation.

Project Details

Relationship to the Community Plan

The property is designated as a Traditional Neighborhood place type on the newly adopted future land use map. Traditional Neighborhoods serve as a bridge between denser, more mixed-use Walkable Neighborhoods and more dispersed and auto-mobile-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.

From a built environment lens, DN-1 and its supported housing types fit within the surrounding development.

Public Comment

Has Staff received Public Comment at the time of this report? : **Yes**

Analysis / Waivers

Consistency
The proposed rezone is consistent with the newly adopted Future Land Use Map under Standard Review.
Impact
The impact of this rezone on the community will be to set the zoning regulations for the development of this project. Pursuant to alignment policy, DN-1 is in alignment with the Traditional Neighborhood placetype and will implement the Citywide vision of where growth is appropriate as played out in the Future Land Use Map.
Compatibility
The design guidelines for the residential downtown districts (Development Code 1100.22), by which DN-1 is regulated, are more robust than the current RE zoning, requiring rear loading, exterior materials and details to be *"consistent with the character of the surrounding context"*. All zoning districts within the Traditional Neighborhood Place Type have the same maximum height of 36' (R-1, DN-1 and DN-2). A portion of the project is located within the headwaters of Black Apple Creek and therefore will need a floodplain Development Permit, should any development be proposed in this area.
Intensity
The parcel is on the boundary between Place Types. The Walkable Neighborhood Place Type, the a more intense Neighborhood Place Type, is directly west. The proposed DN-1 zone would be a good transition from the Traditional Neighborhood to the Walkable Neighborhood Place Type. The Alignment Policy calls for the *"most intense zone to be at the edge of Place Type"* which, in this case, would be DN-2 under the Alignment Policy
Orderly Transition
The project is an infill project. Infill development seeks to reduce sprawl and conserve natural areas by placing mild increases in density within the existing urban fabric, keeping housing near job centers and promoting walking with shorter distances between residents and destinations.
Review Criteria
Please see the attached checklist for the applicant's satisfaction of the review criteria.

Conclusion

This rezoning is consistent with the newly adopted future land use plan under standard review and staff recommends approval of this request as the proposed DN-1 zone is compatible with the surrounding neighborhood context.

Surrounding zoning districts include DN-2, Downtown Medium Density Residential to the West, PRD, Planned Residential Development to the West, and R-1, Low-Density Single-Family Residential to the North, South, and East.

Additional Details

On July 16, 2024, the Planning Commission denied a previous application on the site for a Planned Residential Development (see attachments). The zoning code section 301.08(5)(d) states: *Re-consideration. No application for a zoning amendment will be considered by the Planning commission within one (1) year from date of final disapproval by planning commission of a proposed amendment. The resubmission must meet all requirements for a rezoning request and must be a different rezoning from original request*.

Pending PC Item
DN-2
R-1
R-1
R-1
R-1
R-1
R-1
NW 7TH ST
NW BIKE CT
PRD
R-E
Suen
BELLA VISTA RD
DN-2
DN-2
NW D ST
NW 7TH ST
R-1
R-1
DN-2
NW 6TH ST
NW 6TH ST
R-1
R-1
R-1
R-1
DN-2
R-1
R-3
HOOK ST
R-1
NW 5TH ST
NW 5TH ST
DICKSON
NW RETREAT LN
NW LOBLOLLY LN
R-1
R-1
DN-2
R-1
R-1
DN-3
N
W
E
S
RZ25-0017
Suen
515 NW D ST
THE CITY OF BENTONVILLE

MARK RUSSELL
HOMES

848 NW C Street
Bentonville, AR 72712

March 14, 2025

Dear Bentonville Planning Commission

We are requesting a rezone from R-E to DN-1 at 515 NW D St in line with the future land use map. The current and proposed use is residential and the impact on traffic is anticipated to be minimal. No signage is proposed. Existing water available along NW D and sewer available within the property.

Thank you,
Mark Haney

Additional narrative – April 30, 2025

Per the Alignment Policy and attached checklist, DN-1 is consistent with the future land use map for this property and the vision and policies of the community plan which are inherently reflected in the future land use map. The land use will be residential, compatible with the existing residential uses adjacent to the property and similar in intensity. The intensity is likely to be similar or less than adjacent properties, including DN-2 and PRD zones of generally higher intensity. This property is at the edge of the Traditional Neighborhood and I believe the residential uses allowed in DN-1 will create orderly transitions between adjacent properties because they are also residential. The proposed DN-1 district allows for single family homes, a place type envisioned by the Future Land Use Map for Traditional Neighborhoods. Potential residential development will be compatible with adjacent residential properties. Adequate infrastructure exists to serve potential development allowed in the DN-1 zone.

Thank you for continuing to consider this request.

Mark Haney

🟩 City of Bentonville Rezone Application Review Checklist

Please check all applicable boxes:

🗺️ Consistency with Planning Documents

Designate the Future Land Use Map Alignment Policy Review Category

[Res-No-02-11-25M_Future-Land-Use-Map-and-Zoning-Alignment-Policy]

- ☐ Standard Review (SR)
- ☐ Enhance Review (ER)
- ☐ PUD/ PRD
- ☐ Neither SR nor ER (Staff Recommends denial)

- **Consistency with the vision of the Community Plan**
  (Is the request supported by the vision and guiding principles of the Community Plan?)
  bentonvillear.com/DocumentCenter/View/18161/Bentonville-Community-Plan-As-Amended-2025?bidId=

  - ☐ Thoughtful Growth (p.38)
    - Infill Development
    - Existing Infrastructure
  - ☐ Robust Economy (p.39)
    - Providing a variety of housing options
    - Access to high quality parks, recreation, schools, and multi-modal transportation opportunities.
  - ☐ Welcoming and Diverse (p.39)
    - Welcoming to all
    - Provides a sense of community
  - ☐ The Bentonville Experience (p.40)
    - Redevelopment near downtown
    - Providing a variety of housing options
    - New neighborhoods throughout the community
    - Transportation system that supports motorists, cyclists and pedestrians
  - ☐ A Great Place to plant Roots (p.40)
    - Housing Options for market entry level
    - The ability to age in place
    - Shopping, employment, and education options
    - New neighborhoods throughout the community

📈 Development Impact, Intensity and location

- ☐ **Impact foreseen in the Future Land Use Map**
  (Does the proposed rezoning fit within the place type, i.e. SR?)
- ☐ **Intensity and Significant Economic Development criteria (for ER)**
  - ☐ Is the adjacent zone similar to the requested rezone?
  - ☐ Is the proposed rezone near the center of a “Center” or “Corridor” place type?
  - ☐ Is the proposed rezone near the edge of a “Neighborhood” place type?
  - ☐ Is the proposed rezone 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.

🏘️ Compatibility

- ☐ **Compatibility with Neighboring Development**
  (Is the rezone compatible with recent development activity in the surrounding area?)

Name: _____ Date: _____

Signature: [redacted]_____

MARK RUSSELL HOMES

Previously deined application

515 NW D St Bentonville PRD Application
Mark Haney
Jun 12, 2024

"Catalpa Cottages"

The Catalpa Cottages will provide a variety of housing types within one of Bentonville's most treasured residential areas, while preserving the unique natural features of this site, including Black Apple Creek's headwaters and existing tree canopy within the valley. The proposed development features of mix of townhomes ranging from 1-3 bedroom options with one and two car garages. The homes are designed to maximize views and access to the valley as a shared neighborhood amenity to foster community and promote a strong sense of place. There are no waivers, variances and/or conditional uses at the time of preparing this plat or plan. The current zoning is Residential Estate and current land use map indicates medium density residential.

Previously denied application

Phasing Plan

The Southwest corner including townhomes "G" and "H" along with the associated street and utilities including Hook St may be developed as a second phase, pending feasibility of the project as a whole. See attached Master Site Plan and architectural elevations for all proposed structures, streets, and lot lines.

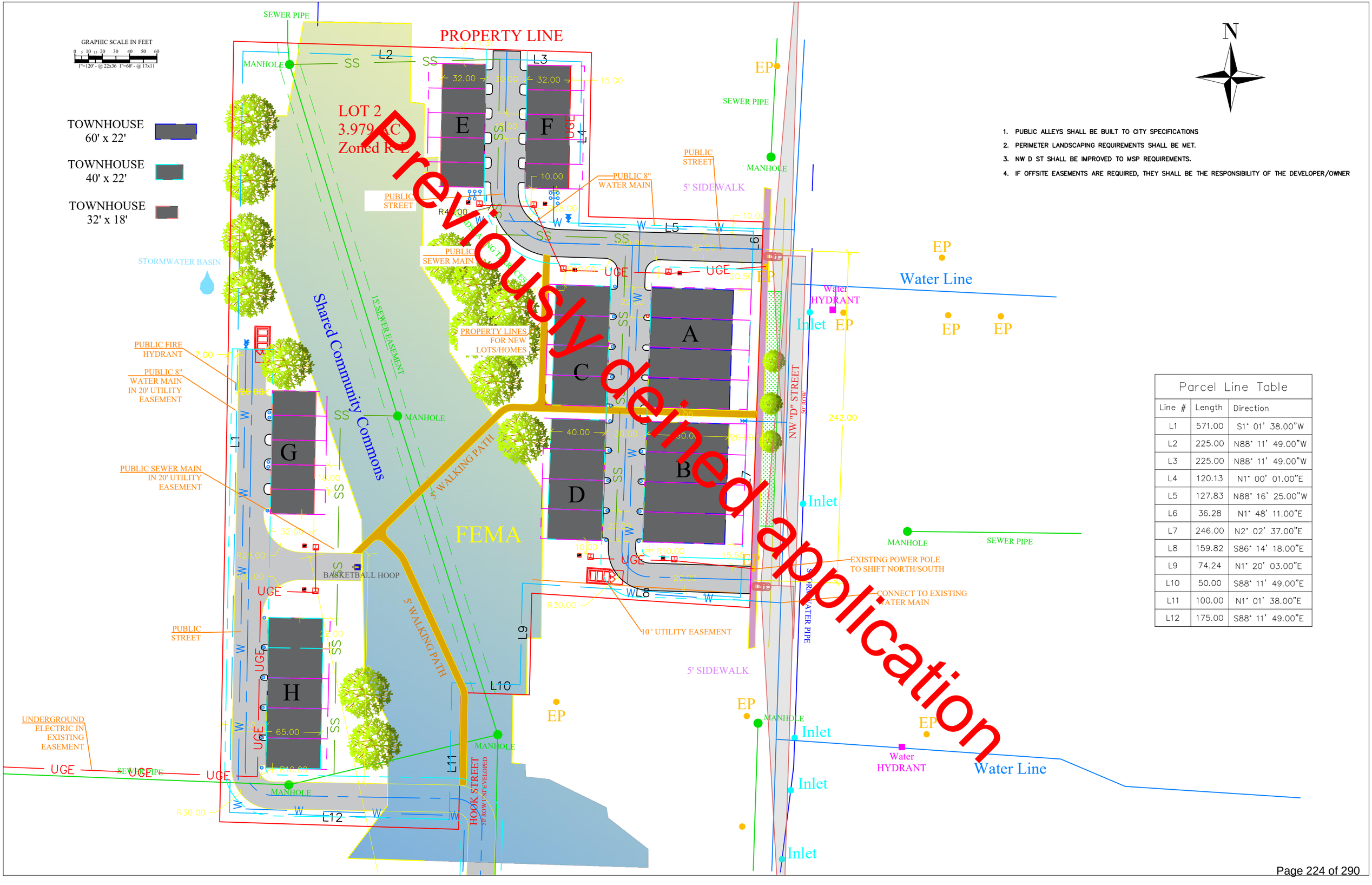
Development Criteria for Catalpa Cottages PRD

1. Common open space
    a. The "Shared Community Commons" of ~1.3 acre (33%) will be permanently devoted to common usable open space, maintained by the POA
    b. Equitable distribution – the open space is primarily the valley in the center of the parcel, with additional walking trails, terraced landscaping, and side yards distributed between the proposed structures
    c. Preservation – the Property Owner Association will maintain the common open space, and the POA agreements may be reviewed by Bentonville Planning staff prior to certificate of occupancy
    d. Accessibility – Common open space shall be open to residents within the PRD and the general public
    e. Common open space allocations (rough estimates)
        i. Wetlands and water bodies – 5% (wet weather natural flow area)
        ii. Lawns – 5%
        iii. Pedestrian paths – 5%
        iv. Central gathering spaces – 65% (existing valley, to be enhanced with additional landscaping, seating, and other features to create a park-like feel)
        v. Landscape areas – 20%
        vi. Recreational areas/facilities – no formal facilities, but the central gathering space may be used for outdoor recreation (picnic, play and relax areas), and a basketball hoop will be added between townhome structures in the Southwest corner on the fire hammerhead turnaround pavement area
2. Parking and off-street loading
    a. Two (2) off street parking spaces are provided for 21 of the proposed 36 homes with two car attached garages. One (1) off street parking spaces are provided for 15 of the proposed 36 homes with one car attached garages. The 15 homes with one car garages include only one bedroom homes. The parking ratio is 1.58.
3. Perimeter requirements

a. Proposed setbacks are described on the site plan and there is no minimum setback requirement. On the NW D frontage, front buildings will be at least 20' away from overhead power lines in the right of way, per BEUD requirements. All other setback minimums will be 0', but the homes and lots are designed to allow for side yards, utilities, and buffers between adjacent properties as labeled on the site plan with varying setbacks designed accordingly. Building heights will not exceed 40', with all eaves under 30' for fire access.
b. Within this PRD, there are no lot area, width, or ROW frontage requirements or minimums. All proposed lot sizes are indicated on the site plan.

4. Density
   a. The proposed density is 36 homes on 4 acres, or 9 per acre. This is less than the suggested 10-12 homes per acre in medium density land use areas as the land use map designates this parcel.
5. Authorization of housing types
   a. All housing types proposed are single family townhomes for sale or lease individually and the majority will be constructed on their own lots, each with public right-of-way frontage as shown on the site plan. Buildings "E" and "F" are proposed as a Horizontal Property Regime condos to allow for more efficient utility design, thus Condos, two family, and multifamily structures are a permissible housing type within this PRD along with townhomes and single family homes. The housing type in the vast majority of the surrounding neighborhood is single family detached homes, with a handful of small multifamily and townhome lots. By providing townhomes and condos in this highly residential area, we will diversify the housing product available in the neighborhood while retaining the residential character. By providing 1 bed, 2 bed, and 3 bed options, a variety of sizes and price points will be available. Residential accessory structures and dwelling units including sheds, garages, carports, and guest houses are permissible as long as they conform to HOA guidelines. Home occupations including Type A and Type B are permissible. Any homeowner wishing to have a Type B home occupation must secure a conditional use permit per the requirements of Land Development Code Sec 601.12.
6. Structural design standards
   a. The homes are entirely designed around the natural site conditions, including the frontage on NW D, secondary access via Hook St, and a valley that holds the headwaters of Black Apple Creek. The homes are connected via a series of public alleys for mirrored garage access, with frontages proposed to face the valley/common green, NW D, or in the case of the "F" block of townhomes, a small shared front yard area. All structures will be designed in the style of the elevations and watercolor included in this application, featuring full brick veneer and hardi-board trim accents with thoughtfully designed gables, dormers, and front entry. There will be minor variations in the building heights and roofline articulation as indicated on the elevations, and according to the size of each home ranging from 1-3 bedroom. All homes include rear loading garages access from a shared public alley in order to maximize views over the valley, efficiency in utility design, and constraints of the site's unique shape and topography.

Previously denied application



Previously denied application

N

1. PUBLIC ALLEYS SHALL BE BUILT TO CITY SPECIFICATIONS
2. PERIMETER LANDSCAPING REQUIREMENTS SHALL BE MET.
3. NW D ST SHALL BE IMPROVED TO MSP REQUIREMENTS.
4. IF OFFSITE EASEMENTS ARE REQUIRED, THEY SHALL BE THE RESPONSIBILITY OF THE DEVELOPER/OWNER

Parcel Line Table

Line #	Length	Direction
L1	571.00	S1° 01' 38.00"W
L2	225.00	N88° 11' 49.00"W
L3	225.00	N88° 11' 49.00"W
L4	120.13	N1° 00' 01.00"E
L5	127.83	N88° 16' 25.00"W
L6	36.28	N1° 48' 11.00"E
L7	246.00	N2° 02' 37.00"E
L8	159.82	S86° 14' 18.00"E
L9	74.24	N1° 20' 03.00"E
L10	50.00	S88° 11' 49.00"E
L11	100.00	N1° 01' 38.00"E
L12	175.00	S88° 11' 49.00"E

L6	36.28	N1° 48' 11
L7	246.00	N2° 02' 37
L8	159.82	S86° 14' 18
L9	74.24	N1° 20' 03
L10	50.00	S88° 11' 49
L11	100.00	N1° 01' 38
L12	175.00	S88° 11' 49

1. PUBLIC ALLEYS SHALL BE BUILT TO CITY SPECIFICATIONS
2. PERIMETER LANDSCAPING REQUIREMENTS SHALL BE MET.
3. NW D ST SHALL BE IMPROVED TO MSP REQUIREMENTS.

FEMA
BASKETBALL HOOP
5' WALKING PATH
PUBLIC STREET
UNDERGROUND ELECTRIC IN EXISTING EASEMENT
UGE
SEWER PIPE
MANHOLE
EXISTING POWER POLE TO SHIFT NORTH/SOUTH
CONNECT TO EXISTING WATER MAIN
10 ' UTILITY EASEMENT
STORMWATER PIPE
5' SIDEWALK
EP
Inlet
Water HYDRANT
Water Line
L6
L7
L8
L9
L10
L11
L12
R10.00
R30.00
65.00
32.00
10.00
15.50
486.42
20' PUBLIC STREET
APPROX. LOCATION OF EXISTING SEWER MAIN
CONNECT TO EXISTING WATER MAIN

Previously deined application

Catalpa Cottages

515 Northwest D Street

PC Date: 7/16/2024

Previously denied application

Staff Report Details

Project Number	PRD24-0003
Applicant / Current Owner	Mark Haney (applicant), Suen Family Trust (owner)
Site Area	+/- 3.98 Acres
Current Zoning	R-E, Residential Estate
Requested Zoning	Planned Residential Development (PRD)
Current Future Land Use Map Designation	Medium Density Residential (MDR)
Requested Future Land Use Map Designation	N/A
Development Type / Use	1-3 bedroom Townhome units
Related projects	N/A

Property Description

The subject property is currently a single lot addressed as 515 Northwest D Street that is presently occupied by a one single family residence that has direct access to Northwest D Street and Hook Street, both of which are classified as local streets on the most recent Master Street Plan.

The property is presently zoned R-E, Residential Estate with a land use designation of Medium Density Residential (MDR). Surrounding zoning districts include DN-2, Downtown Medium Density Residential to the North and R-1, Low-Density Single-Family Residential to the North, East, and South. Planned Residential Development (PRD), R-1, Low-Density Single-Family Residential and DN-2, Downtown Medium Density Residential zoning districts all border the property to the West.

Project Details

The applicant is proposing a PRD on the subject property, to include eight total structures collectively consisting of 36 units. All structures are designed to be townhomes that are a mix of for sale and for lease. Two of the townhome units would directly front Northwest D Street, while the other six units will be tucked beyond the units that front Northwest D Street and also be located behind the existing properties that front onto Northwest 5th Street, Bella Vista Road and Northwest 9th Street. The unit mix consists of 1-

Project Details

bedroom, 2-bedrooms and 3 bedrooms each containing either a single or two-car garage. The exterior of the proposed structures will be composed of full brick with Hardie Board trim accents that incorporate gables, dormers and accented front entries.

All housing types proposed are single family townhomes for sale or lease individually and the majority will be constructed on their own lots, each with public right-of-way frontage as shown on the site plan. Buildings "E" and "F" are proposed as a Horizontal Property Regime condos to allow for more efficient utility design. The housing types in the vast majority of the surrounding neighborhood is single family detached homes, with a handful of small multifamily and townhome lots. By providing townhomes and condos in this highly residential area, the applicant seeks to diversify the housing products available in the neighborhood while retaining the residential character.

The proposed project will exceed the 15% minimum open space requirement by providing +/-1.3 acres or 33% of common usable open space that will be maintained by a Property Owner Association. This area is identified as "Shared Community Commons" on the included site plan. This area is primarily located in the valley or low point that traverses the middle of the project with additional walking trails, terraced landscaping and side yards distributed between the proposed structures.

The applicant is proposing to build two off-street parking spaces for the 21 of the proposed 36 units with two car attached garages. One off-street parking space is provided for each one-car garage for the one-bedroom units. The parking ratio is 1.58.

The only allowable uses the applicant is proposing are the four uses they are showing on their site plan, being single-family, two-family, townhomes and condos. Street improvements are proposed to Northwest D Street and Hook Street in addition to the construction of two new public streets internal to the project.

The applicant is proposing development in two phases with structures "G" and "H" as identified on the site plan as a second phase.

Relationship to the General Plan / Projected Traffic Impact

This property has a future land use designation of Medium Density Residential (MDR), which aligns with a PRD zoning request. This is also located in Priority Area 1, Downtown Intensification. This proposed development does intensify the property, and does so with respect to the surrounding neighborhood, keeping the building scale and form limited. While vehicle traffic will increase from the site due to the increase in total units, many trips will be replaced by walking or biking due to the proximity to downtown as well as the well-established street grid in this part of town.

Public Comment

Has Staff received Public Comment at the time of this report? : **No**

Analysis / Waivers

This proposal appears to meet the intent of the Community Plan by increasing intensity in the downtown area. The project proposes to keep the structures consistent in scale with the surrounding neighborhood

Previously denied application

Analysis / Waivers

while the location of the property at lower elevation than the surrounding properties keeps the building heights low while increasing the unit counts, allowing the proposed development to blend in with the existing neighborhood. The lot coverage of the proposed development is consistent with some of the larger single-fmaily homes in the vicinity.

The property proposes a high-quality product, being both the site design and landscaping as well as the building design and form. The site is designed to preserve the natural areas located in the valley portion of the site, which is the head waters area of Black Apple Creek and could be an amenity to this development and the surrounding community.

While the immediate neighborhood is predominately single-family, the zoning nearby is somewhat more of a mix, with some DN-2 and PRD zoning designations immediately adjacent to this property.

All landscape requirements, including buffering, will be followed and will be reviewed at the Large Scale Development stage. These items are not modifiable through the PRD.

Conclusion

Staff recommends approval of this PRD request as it follows the intent of the Bentonville Community Plan and aligns with the land use designation. The following conditions of approval are proposed for the project:
1. The developer shall demonstrate that a minimum of 1,500 square feet of open space per dwelling has been turned over to the POA for ownership and maintenance in perpetuity prior to each certificate of occupancy for the project.
2. The developer shall construct all open space trails and sidewalks proposed for the entire PRD with the first phase of the project.
3. The developer shall construct the full 20' width of Hook St and dedicate all required right of way from the project to NW 5th St prior to any certificate of occupancy for structures "G" and "H".
4. No building, trash enclosure or roadway shall be constructed closer than 7' from the perimeter of the overall project (i.e buildings "E" and "F" to be 7' southerly of the northerly property line; the road and trash enclosure on the westerly property line to be 7' from the westerly property line; the road and trash enclosure on the southerly property line to be 7' north of the southerly property line).

Additional Details

Previously denied application

NOTICE OF INTENT TO REZONE

Mark Russell LLC has requested the Bentonville Planning Commission to set a public hearing date to consider rezoning the following property from R-E, Residential Estate to DN-1, Downtown Low Density Residential

The legal description of the property is as follows:

Lot 2 of the Property Line Adjustment of Phillips Valley Addition, Bentonville, Benton County, Arkansas, as shown in Plat Record P3 at Page 957

The common description of the property is: 515 NW D St

The public hearing will be held April 15, 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:

For all the previous reasons stated to the city in the former attempts by this builder to build here. D street cannot handle the school traffic. And this is an R1 Neighborhood

Sign: [redacted]
Monte Boultinger, Owner
[redacted]

Sign: [redacted]
Monte Boultinger
[redacted]

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

As plans progress We support low density residential housing in this area. We do not support building on or extending Hook St onto the FEMA Floodplain

[redacted] [redacted]

Signature and Physical Address

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

- [x] I / we have no objections to the rezoning.
- [ ] I / we object to the rezoning because:

[redacted]

Signature and Physical Address

[redacted]

Bentonville, AR

72712

MEMORANDUM

TO: Bentonville Planning Commission, Mayor Stephanie Orman, Bonnie Bridges & Tyler Overstreet

DATE: April 13, 2025

RE: RZ25-0017 – 515 NW D Street – Suen Property

For the third time in 18 months Mark Haney ("Haney") is pursuing a rezone of 515 NW D Street (Suen Property). Haney's first attempt at a rezone was for DN-3, it was withdrawn as it was to be denied. Haney applied for PRD zoning May 3, 2024 and was denied by the planning commission, by a 7-0 vote on July 16, 2024. About one month later Haney appealed to the City Council and such appeal was denied. Haney filed the current rezoning application March 17, 2025, however such application is not ripe for application at least until July 16, 2025. As referenced in the additional details of the Staff Report, which references zoning code section 301.08(5)(d) and states: Re-consideration. No application for a zoning amendment will be considered by the Planning commission within one (1) year from date of final disapproval by planning commission of a proposed amendment. The resubmission must meet all requirements for a rezoning request and must be a different rezoning from original request. This current request is subject to this zoning code section and we would ask the Planning Commission to move to strike this application given that such application is several months inside of one year from the last denial. The entirety of Section 301.08 is clear on its face that the one year waiting period applies. The word "amendment" sounds different than "new zoning" or "rezoning", perhaps that could be a basis for differentiation, except that the word "amendment" is routinely and exclusively used to describing the "new zoning" or "rezoning" in the entirety of Section 301.08(b)(5). This is the section that covers approval, denial, forward to city council and re-consideration. We don't see how the current request can go forward inside a year from the planning commission's denial. In fact, Section 301.08 is even titled "**Zoning Amendments (Rezoning).**"

A meritorious discussion as to this rezoning should not move forward and the resources set forth by the city staff, commissioners and concerned neighbors have been expended unnecessarily. If such discussion moves forward despite the clear application of Section 301.08, the neighbors to this memorandum have many concerns and questions in light of the current alignment policy for zoning. Such questions include:

(1) What does DN-1 allow Haney to construct on the Suen property? Tyler Overstreet states that the alignment policy does not change the existing code and that only single family or cottage court are potential uses for the Suen Property. However, the Staff Report details the property's relationship to the community plan and concludes that the rezoning is consistent with the newly adopted future land use plan. Please provide us clarity as to what Haney can construct on the Suen property if and when such property is rezoned to DN-1.

(2) Tonight is not the time for public comment on the rezoning, which should be stricken. If the application was timely there would be little room for debate as the future use plan calls for DN-1 zoning. Unlike Haney's previous two attempts at rezoning, the property (DN3 & PRD), the new

application is not beyond the future use plan. If and when Haney gets DN-1 approval, what public comments and input will the neighbors be afforded?

Our concern is that Haney is attempting to circumvent the previous rulings by this commission and the city council by seeking a DN-1 zone and then attempting to apply it to the broadly worded community plan for Traditional Walkable Neighborhood. Such attempt defeats the spirit of the rezoning and the previously denied attempts by trying to create a work-around to create density similar to his previous attempts that were overwhelmingly denied. This memo will not go into all of the reasons why a high-density project on this property is not feasible. You have all heard the concerns multiple times: that being traffic congestion with TJ Elementary, safety for pedestrians, bikes and children walking to school, a large flood plain that continues to experience an increased volume of water, no secondary outlet for the development, infrastructure deficiencies at and around the property, and insufficient parking. The implications of a dense project on this property are severe.

We hope Mr. Haney will propose a project that fits in the neighborhood and does not exacerbate the problems briefly outlined above. In fact, we will be relieved not to have to continue to come back before you and set fort the same concerns that you, the commissioners, and us, the neighbors, have shared. We hope Mr. Haney will set forth tonight his intentions for the property and we hope such intentions are a relief rather than of major concern. All of this however, is not ripe for consideration until after Mr. Haney timely applies for rezoning on or after July 16, 2025. We are not requesting special relief, rather asking you to follow the applicable city ordinance that is outlined above.

FROM: Chip & Charlotte Stacy, [redacted]

Alan Lewis and Nancy Martin, [redacted]

Melanie Kerr, [redacted]

Dave & Linda Slaton, [redacted]

Terry & Janet Little, [redacted]

Allen & Marsha Beck, [redacted]

Kevin Green, [redacted]

Rosemary Green, [redacted]

Shannon Bedore, [redacted]

Steve & Lisa Lockwood, [redacted]

Cindy Walters, [redacted]

Lena B. Evans [redacted]

Don & Sue Ann Overstreet, [redacted]

Deborah Elsenhout & Kim Lupo, [redacted]

Steve & Debbie Hanska, [redacted]

NOTICE OF INTENT TO REZONE

Mark Russell LLC has requested the Bentonville Planning Commission to set a public hearing date to consider rezoning the following property from R-E, Residential Estate to DN-1, Downtown Low Density Residential

The legal description of the property is as follows:

Lot 2 of the Property Line Adjustment of Phillips Valley Addition, Bentonville, Benton County, Arkansas, as shown in Plat Record P3 at Page 957

The common description of the property is: 515 NW D St

The public hearing will be held April 15, 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:

It is not clear how many smaller lots will be on there. If broken into 35 0.11 acre lots, parking and water run off will be an issue. The loss of ground cover will increase the velocity and severity of flash flooding.

[redacted]
Signature and Physical Address
[redacted]
Bentonville, AR 72712

[redacted]
Signature and Physical Address
downstream

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF R-E, RESIDENTIAL ESTATE TO DN-1, DOWNTOWN LOW-DENSITY RESIDENTIAL; AND FOR OTHER PURPOSES.
(PROJECT NUMBER: RZ25-0017)

WHEREAS, Terry Y Suen and Catherine L Suen Trustees 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-E, RESIDENTIAL ESTATE to DN-1, DOWNTOWN LOW-DENSITY RESIDENTIAL to be used in accordance with city zoning laws and state laws, which property is described as follows:

LOT 2 OF THE PROPERTY LINE ADJUSTMENT OF PHILLIPS VALLEY ADDITION, BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN IN PLAT RECORD P3 AT PAGE 957;

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held May 6, 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-E, RESIDENTIAL ESTATE to DN-1, DOWNTOWN LOW-DENSITY RESIDENTIAL.

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

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

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

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

PASSED AND APPROVED this_____ day of _____, 2025.

APPROVED:

_____
Stephanie Orman, Mayor

ATTEST:

_____
Malorie Marrs, City Clerk

	VanWell Investments LLC
	1011 Southeast C Street
	PC Date:

Staff Report Details

Project Number	(RZ25-0019)
Applicant / Current Owner	VanWell Investments LLC
Site Area	+/- **.54** Acres
Current Zoning	R-1, Low-Density Single-Family Residential
Requested Zoning	DN-4, Downtown Mixed-Use Residential
Current Future Land Use Map Designation	Urban Neighborhood
Requested Future Land Use Map Designation	
Development Type / Use	
Related projects	RZ24-0015 (R-1 to DN-4) Withdrawn at 5/7/24 PC meeting

Property Description

The subject property is located at 1011 Southeast C Street. The property is presently zoned R-1, Low-Density Single-Family Residential with a land use designation of Urban Neighborhood. The property has direct access to Southeast C Street and Southeast 10th Street. Surrounding zoning districts include R-1, Low-Density Single-Family Residential to the east, south, and west, and R-3, Medium-High Density Multifamily Residential to the north.

Project Details

The applicant has requested a rezoning of the property from R-1, Low-Density Single-Family Residential to DN-4, Downtown Mixed-Use Residential. The applicant states in their narrative that they are requesting the rezoning in order to bring the parcel into conformity with the future land use plan.

Relationship to the Community Plan

The property is designated as an Urban Neighborhood place type on the newly adopted future land use map. Urban Neighborhoods serve as a bridge between denser, more mixed-use Neighborhood Centers and

Relationship to the Community Plan

lower-density walkable neighborhoods. As such they merge features of both. Characterized by multifamily buildings and townhomes but with some single family and smaller commercial uses mixed in, DN-4 provides considerable housing in a relatively small footprint.

From a built environment lens, DN-4 and its supported housing types fit within the surrounding development.

Public Comment

Has Staff received Public Comment at the time of this report? : **Yes**

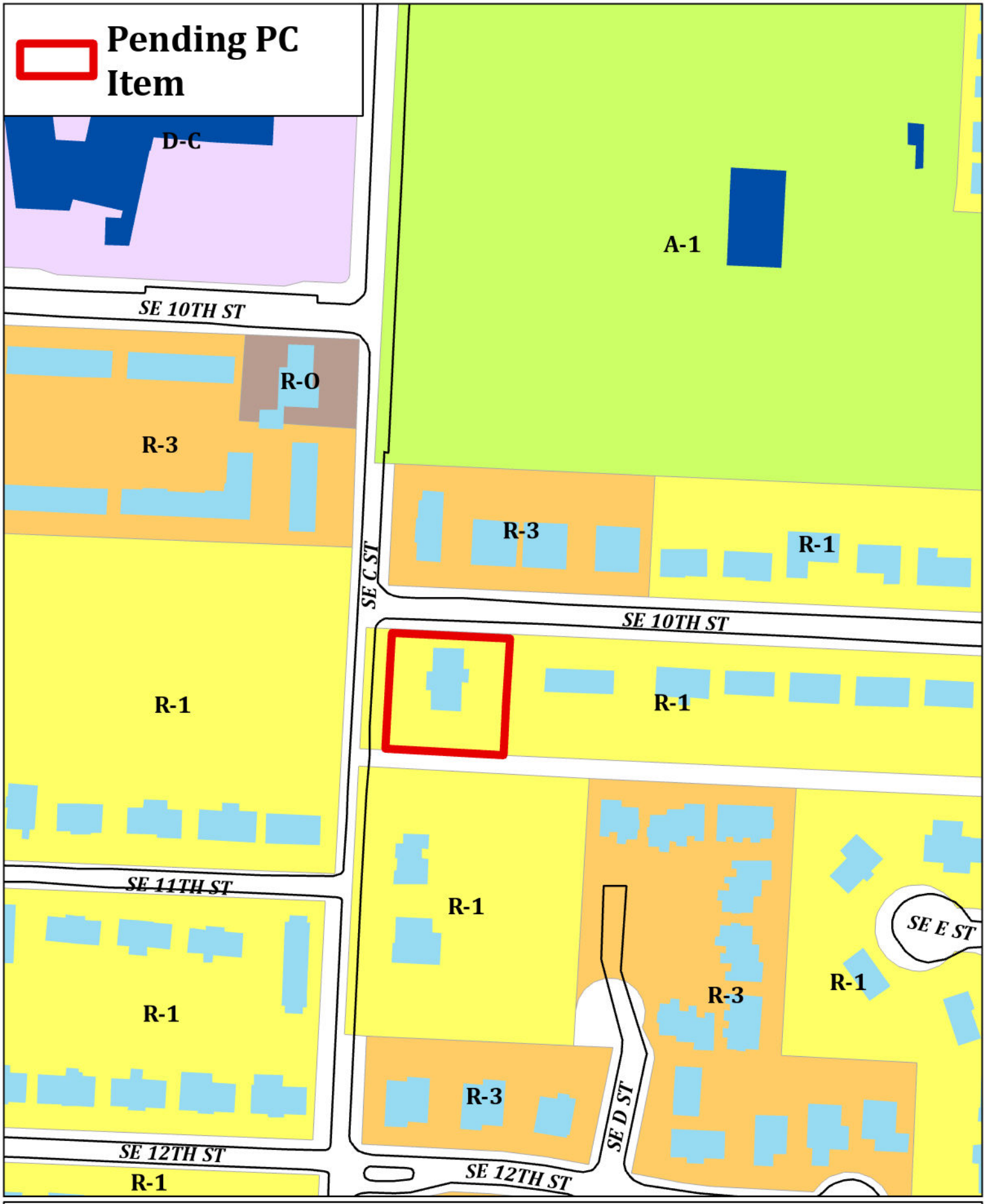
Analysis / Waivers

Conclusion

This rezoning is consistent with the newly adopted future land use plan under Standard Review and the proposed DN-4 zone is compatible with the surrounding neighborhood context.

Surrounding zoning districts include R-1, Low-Density Single-Family Residential to the east, south, and west, and R-3, Medium-High Density Multifamily Residential to the north.

Additional Details



RZ25-0019
VanWell Inv LLC
1011 SE C ST

We are writing to request a rezone of parcel ID 01-05044-000 located at physical address of 1011 SE C St. Bentonville, AR 72712.

Current Zoning: R-1

Proposed Zoning: DN4

Parcel Owner: VanWell Investments LLC

The parcel's current land use is urban neighborhood. We feel DN-4 zoning is the best classification within this use because of the parcel's location on the corner of 10th and C streets.

The site is well situated for utilities with a 6" water main running along our north boundary and another 6" water main across C street from our site. An 8" sewer main is running along our south boundary and another 6" sewer main is running along our west boundary on our side of C St.

We are requesting this re-zone because the current R-1 zoning is not compliant with urban neighborhood use. A re-zone to DN-4 zoning would bring a non-conforming parcel into conformity with the land use plan.

City of Bentonville Rezone Application Review Checklist

Please check all applicable boxes:

Consistency with Planning Documents

Designate the Future Land Use Map Alignment Policy Review Category

Res-No-02-11-25M_Future-Land-Use-Map-and-Zoning-Alignment-Policy

- [X] Standard Review (SR)
- [ ] Enhance Review (ER)
- [ ] Neither SR nor ER (Staff Recommends denial)

- **Consistency with the vision of the Community Plan**
  (Is the request supported by the vision and guiding principles of the Community Plan?)
  bentonvillear.com/DocumentCenter/View/18161/Bentonville-Community-Plan-As-Amended-2025?bidId=

  - [X] Thoughtful Growth (p.38)
    - Infill Development
    - Existing Infrastructure
  - [X] Robust Economy (p.39)
    - Providing a variety of housing options
    - Access to high quality parks, recreation, schools, and multi-modal transportation opportunities.
  - [X] Welcoming and Diverse (p.39)
    - Welcoming to all
    - Provides a sense of community
  - [X] The Bentonville Experience (p.40)
    - Redevelopment near downtown
    - Providing a variety of housing options
    - New neighborhoods throughout the community
    - Transportation system that supports motorists, cyclists and pedestrians
  - [X] A Great Place to plant Roots (p.40)
    - Housing Options for market entry level
    - The ability to age in place
    - Shopping, employment, and education options
    - New neighborhoods throughout the community

Development Impact, Intensity and location

- [x] **Impact foreseen in the Future Land Use Map**
  (Does the proposed rezoning fit within the place type, i.e. SR?)
- [x] **Intensity and Significant Economic Development criteria (for ER)**
  - [ ] Is the adjacent zone similar to the requested rezone?
  - [x] Is the proposed rezone near the center of a "Center" or "Corridor" place type?
  - [ ] Is the proposed rezone near the edge of a "Neighborhood" place type?
  - [x] Is the proposed rezone 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.

Compatibility

- [x] **Compatibility with Neighboring Development**
  (Is the rezone compatible with recent development activity in the surrounding area?)

Name: TANNER BEDWELL Date: 4/23/25

Signatur [redacted]

NOTICE OF INTENT TO REZONE

VanWell Investments 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-4, Downtown Mixed-Use Residential

The legal description of the property is as follows:

Lot A, Anton addition, City of Bentonville, Benton County, Arkansas, as shown on plat 13 at page 436. Subject to 20ft private drive along south side of subject property. Less and except 22.8 ft. on west side

The common description of the property is: 1011 SE C St. Bentonville, AR 72712

The public hearing will be held May 6th, 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:

- [x] I / we have no objections to the rezoning.
- [ ] I / we object to the rezoning because:

[redacted] Thaden School 800 SE "C" Street

Signature and Physical Address

Signature and Physical Address

NOTICE OF INTENT TO REZONE

VanWell Investments 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-4, Downtown Mixed-Use Residential

The legal description of the property is as follows:

Lot A, Anton addition, City of Bentonville, Benton County, Arkansas, as shown on plat 13 at page 436. Subject to 20ft private drive along south side of subject property. Less and except 22.8 ft. on west side

The common description of the property is: 1011 SE C St. Bentonville, AR 72712

The public hearing will be held May 6th, 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

[redacted]
Signature and Physical Address

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL TO DN-4, DOWNTOWN MIXED-USE RESIDENTIAL; AND FOR OTHER PURPOSES.
(PROJECT NUMBER: RZ25-0019)

WHEREAS, VanWell Investments 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-4, DOWNTOWN MIXED-USE RESIDENTIAL to be used in accordance with city zoning laws and state laws, which property is described as follows:

> LOT A, ANTON ADDITION, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT RECORD 13 AT PAGE 436. SUBJECT TO 20FT PRIVATE DRIVE ALONG SOUTH SIDE OF SUBJECT PROPERTY. LESS AND EXCEPT 22.8 FT ON WEST SIDE;

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held May 6, 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-4, DOWNTOWN MIXED-USE 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-4, DOWNTOWN MIXED-USE 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:

_____
Stephanie Orman, Mayor

ATTEST:

_____
Malorie Marrs, City Clerk

	404 GLV LLC
	710 NW 7TH ST
	PC Date:

Staff Report Details

Project Number	RZ25-0022
Applicant / Current Owner	
Site Area	+/- **[1.31]** Acres
Current Zoning	R-1, Low-Density Single-Family Residential
Requested Zoning	R-3, Medium-High Density Multifamily Residential (ER) (downzoned to DN-2 at PC)
Current Future Land Use Map Designation	Neighborhood Walkable
Requested Future Land Use Map Designation	N/A
Development Type / Use	
Related projects	

Property Description

The subject property is located at 710 NW 7th ST. The property is presently zoned R-1, Low Density Single Family Residential with a current Future Land Use designation of Neighborhood Walkable. The property has direct access to NW 7th ST. Surrounding zoning districts include R-1, Low Density Single Family Residential to the north, south, east, and west; R-O, Residential Office to the south; C-2, General Commercial to the south; DN-2, Downtown Medium Density Residential to the north; and DN-1, Downtown Low Density Residential further to the east along NW 7th ST.

Project Details

The applicant has requested a rezoning of the property from R-1, Low Density Single Family Residential to R-3, Medium-High Density Multifamily Residential. The applicant states in their narrative they would like to rezone with the purpose of developing uses that are both compatible and complementary to existing and planned uses in the neighborhood. The applicant is requesting a zoning type that is considered Enhanced Review according to the Future Land Use Map and Zoning Districts Alignment Policy to better design the proposed cottage courts, however there is no guarantee that cottage courts will be developed.

Project Details

This request was downzoned to DN-2 at the May 6th Planning Commission.

Relationship to the Community Plan

The property is presently designated as Walkable Neighborhood and is surrounded by Walkable Neighborhood to the north, south, east, and west, and Urban Corridor to the south and west.

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.

This zoning request is allowed under Enhanced Review by the Future Land Use Map and Alignment Policy.

Public Comment

Has Staff received Public Comment at the time of this report? : **Yes**

Analysis / Waivers

The property is surrounded by Walkable Neighborhood to the north, south, east, and west, and Urban Corridor to the south and west. The land use and zoning requests support the goals of the Bentonville Community Plan in supporting higher density and more housing units. Additionally, the Remote Work Hub was approved directly across the street (LSD23-0044) on December 5, 2023, a mixed-use structure of 292 residential units, office and co-working space, and commercial space, including grocery, retail, and restaurant uses. This application states the intent is for cottage courts.

Consistency

The proposed rezone is consistent with the newly adopted Future Land Use Map under Enhanced Review.

Impact

The impact of this rezone on the community will be to set the zoning regulations for the development of this project. Pursuant to the alignment policy, R-3 is in alignment with the Walkable Neighborhood place type with an enhanced review, implementing the Citywide vision of where growth is appropriate as detailed in the Future Land Use Map.

Compatibility

The R-3 zone has a max height of 40', a mild increase in height from the 36' max of the adjacent R-1, DN-2 surrounding the property. There is an R-O zoned property across the street with a max of 40'. It would be difficult to prevent a garden-style apartment complex as allowed in the zone without the residential design guidelines of the downtown districts.

Intensity

The proposed rezone is not the highest intensity of the allowed zones within the place type. For example, DN-4 and R-4 are considered to be consistent with the place type under enhanced review. These zones have max heights of 50' with a maximum unit count based on 800 SF per unit versus the proposed R-3 maximum of only 1,500 du/unit.

Analysis / Waivers

Orderly Transition

The project is an infill project. Infill development seeks to reduce sprawl and conserve natural areas by placing mild increases in density within the existing urban fabric, keeping housing near job centers and promoting walking with shorter distances between residents and destinations.

Conclusion

An R-3 Zone carries with it the ability to construct a multifamily development. Staff could recommend approval of multifamily in this area, given the close proximity to Walton and the potential Remote Work Hub directly across the street once the unified development code has been completed (with design standards to better integrate such a project into the community). Staff recommends denial at this time.

Additional Details

E | D | G

March 28, 2025

City of Bentonville Planning Commission
Community Development Building
305 SW "A" Street
Bentonville, Arkansas 72712

Re: ***Northwest 7th Street Rezoning Request***

To the City of Bentonville Planning Commission:

On behalf of 404 GVL, LLC, Ecological Design Group (EDG) is submitting this rezone request for the parcels: 01-03379-000, 01-03378-000, 01-03377-000.

The property is currently zoned R1; Low Density Single-family Residential. The requested change in zoning is to accommodate a higher intensity zoning district, R3: Medium Density Multifamily Residential. There are no proposed immediate sales after rezoning – the property is intended to be developed. The Future Land Use map identifies this property as Walkable Neighborhood which combines compatibly-scaled single family homes, townhomes, and apartment buildings in a neighborhood setting. The intention of this neighborhood district is to allow for more people of different circumstances to share the same neighborhood. The proposed rezoning and development will allow for an increase number of cottage courts (smaller single family units) on a single parcel and would in turn lower to price point for each unit. The R3: Medium Density Multifamily Residential zoning would allow additional housing in a compact footprint, reducing the amount of land needed for housing developments without altering the nature and feel of this predominantly single-family neighborhood.

Proposed Use

The request for Medium Density Multifamily Residential zoning is to allow the property to be developed with uses that are both compatible and complementary to existing and planned uses in the neighborhood. These neighboring uses include single-family housing to the east and north, and commercial properties to the west.

The property has vehicular access to NW 7th Street to the south, which is a Local Downtown roadway. In addition to vehicular access, the property is both walkable and bikeable.

Signage

At this time, no signage is planned beyond signage as allowed by City Code.

Traffic

The property is in early design with a schematic layout of 30 cottage court units. The properties have close access to the NW 7th Street and Walton Blvd. corridors, which has the capacity to accommodate the traffic generated by the proposed development.

Availability of Water and Sewer

A 6" water and 6" sanitary sewer main is located on NW 7th Street. Additionally, there is currently a fire hydrant across NW 7th Street.

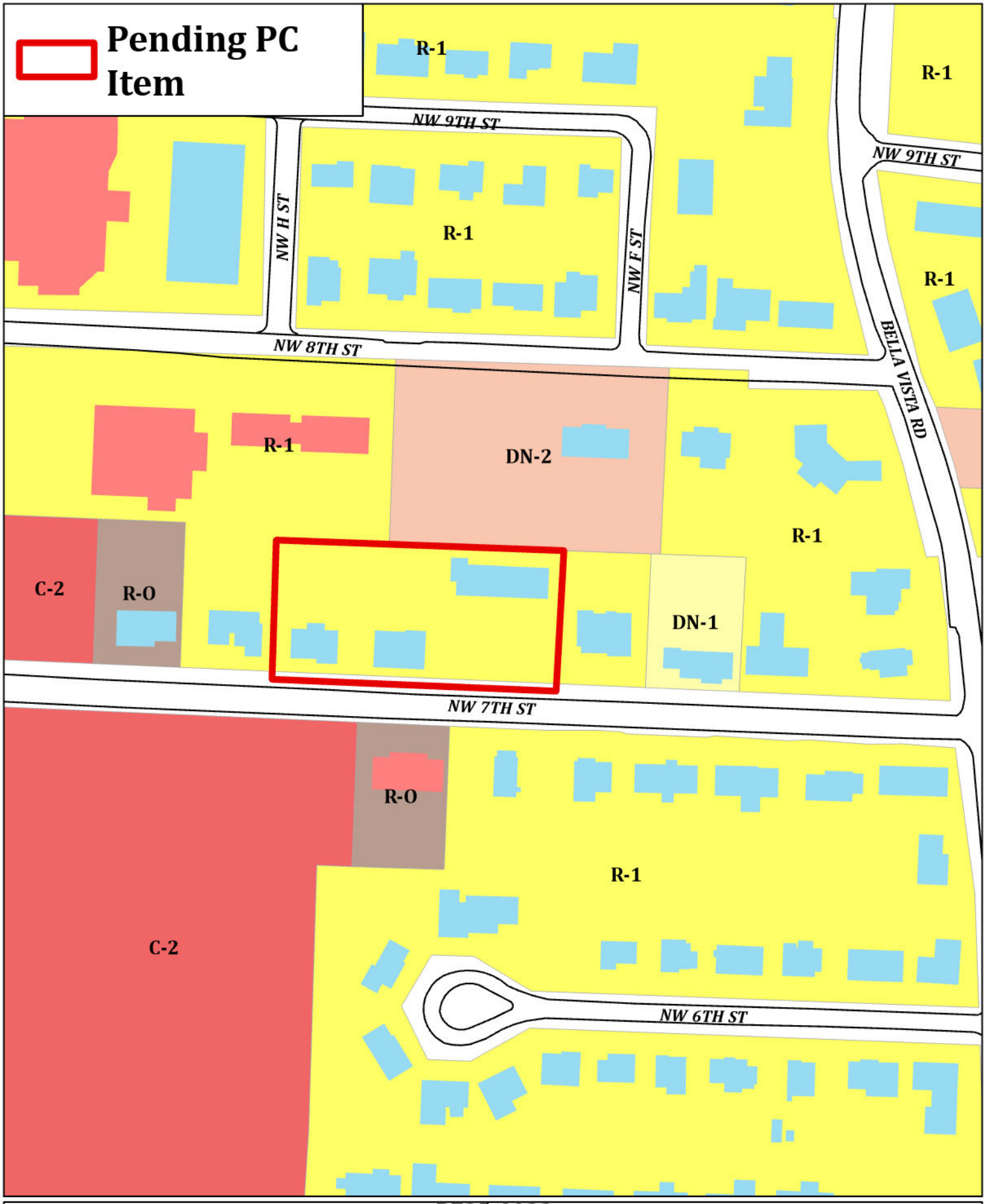
E | D | G

Respectfully submitted,

ECOLOGICAL DESIGN GROUP

[redacted]

Katelynn Hopkins, EIT



RZ25-0022
404 GLV LLC
710 NW 7TH ST

City of Bentonville Rezone Application Review Checklist

Please check all applicable boxes:

Consistency with Planning Documents

Designate the Future Land Use Map Alignment Policy Review Category

[Res-No-02-11-25M_Future-Land-Use-Map-and-Zoning-Alignment-Policy]

- ☐ Standard Review (SR)
- ☒ Enhance Review (ER)
- ☐ Neither SR nor ER (Staff Recommends denial)

- **Consistency with the vision of the Community Plan**
  (Is the request supported by the vision and guiding principles of the Community Plan?)
  bentonvillear.com/DocumentCenter/View/18161/Bentonville-Community-Plan-As-Amended-2025?bidId=

  ☒ Thoughtful Growth (p.38)
  - Infill Development
  - Existing Infrastructure

  ☒ Robust Economy (p.39)
  - Providing a variety of housing options
  - Access to high quality parks, recreation, schools, and multi-modal transportation opportunities.

  ☒ Welcoming and Diverse (p.39)
  - Welcoming to all
  - Provides a sense of community

  ☐ The Bentonville Experience (p.40)
  - Redevelopment near downtown
  - Providing a variety of housing options
  - New neighborhoods throughout the community
  - Transportation system that supports motorists, cyclists and pedestrians

  ☒ A Great Place to plant Roots (p.40)
  - Housing Options for market entry level
  - The ability to age in place
  - Shopping, employment, and education options
  - New neighborhoods throughout the community

Development Impact, Intensity and location

- ☐ **Impact foreseen in the Future Land Use Map**
  (Does the proposed rezoning fit within the place type, i.e. SR?)
- ☒ **Intensity and Significant Economic Development criteria (for ER)**
  - ☒ Is the adjacent zone similar to the requested rezone?
  - ☐ Is the proposed rezone near the center of a "Center" or "Corridor" place type?
  - ☒ Is the proposed rezone near the edge of a "Neighborhood" place type?
  - ☐ Is the proposed rezone 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.

Compatibility

- ☒ **Compatibility with Neighboring Development**
  (Is the rezone compatible with recent development activity in the surrounding area?)

Name: Katelynn Hopkins Date: 5/1/2025

Signature: [redacted]

NOTICE OF INTENT TO REZONE

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

R-1 to R-3

The legal description of the property is as follows: Please see the Legal Description attachment.

The common description of the property is: The property consists of three parcels of land, located north of Northwest 7th Street, and collectively comprising 1.3 acres.

The public hearing will be held Tuesday, May 6th, 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:

We recently bought the property at 205 NW 7th Street because it was on a street zoned R-1 which is for a single residence. We do not want a Medium-High Density Multifamily building on our street. We feel that this will hurt our property value.

[redacted] [redacted]

Signature and Physical Address Sign[redacted]

NOTICE OF INTENT TO REZONE

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

R-1 to R-3

The legal description of the property is as follows: Please see the Legal Description attachment.

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The public hearing will be held Tuesday, May 6th, 2025 at 5:00 p.m. It will be held at 305 S.W. "A" Street.

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

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

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

- [x] I / we have no objections to the rezoning.
- [ ] I / we object to the rezoning because:

[redacted]

Signature and Physical Address

Signature and Physical Address

*My rental home is [redacted] Bentonville, AR 72712

NOTICE OF INTENT TO REZONE

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

R-1 to R-3

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The common description of the property is: The property consists of three parcels of land, located north of Northwest 7th Street, and collectively comprising 1.3 acres.

The public hearing will be held Tuesday, May 6th, 2025 at 5:00 p.m. It will be held at 305 S.W. "A" Street.

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

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

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

- [x] I / we have no objections to the rezoning.
- [ ] I / we object to the rezoning because:

[redacted]

904 N. Walton Blvd.

Signature and Physical Address

Signature and Physical Address

Bentonville Church of Christ

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: RZ25-0022)

WHEREAS, Ernesto B and Norma C Sumalinog 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:

> 01-03379-000: THE WEST 100 FEET OF LOT 9 IN MCANDREW AND JACKSON'S ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN IN PLAT RECORD A AT PAGE 46. SUBJECT TO EASEMENTS , RIGHTS-OF-WAY AND COVENANTS OF RECORD, IF ANY. 01-03378-000: THE WEST 89.92 FEET OF LOT 8 AND THE EAST 10.18 FEET OF LOT 9 IN MCANDREW AND JACKSON'S ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN IN PLAT RECORD A AT PAGE 46. SUBJECT TO EASEMENTS, RIGHTS-OF-WAY AND COVENANTS OF RECORD, IF ANY. 01-03377-000: LOT 7 AND THE WEST 5.86 FEET OF LOT 6 AND THE EAST 20.36 FEET OF LOT 8, ALL IN MCANDREW & JACKSON ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT RECORD A AT PAGE 46.

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held May 6, 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:

_____
Stephanie Orman, Mayor

ATTEST:

_____
Malorie Marrs, City Clerk

	Sage Valley
	Valley Street
	PC Date:

Staff Report Details

Project Number	PRD25-0002
Applicant / Current Owner	Briartown Development, LLC
Site Area	+/- **[4.72]** Acres
Current Zoning	Planned Residential Development (PRD)
Requested Zoning	Planned Residential Development (PRD)
Current Future Land Use Map Designation	Neighborhood-Walkable
Requested Future Land Use Map Designation	
Development Type / Use	Single-Family
Related projects	The area was previously approved as PRD20-0001 on July 7, 2020 (see attached).

Property Description

The project was tabled on 4/1/25 for consideration this evening. This property is located between NE Valley Street and Tiger Boulevard, and currently consists of eight parcels, totaling 4.72 acres, and is currently zoned Planned Residential Development (PRD). The land use is designated as Walkable Neighborhood. The property has direct access to Valley Street.

Project Details

The applicant is proposing a Planned Residential Development consisting of 18 single-family homes, 2 "premier" lots (Lot 9 & 18), and 8 pocket neighborhood units. The 4.72 acre development will have a total of 28 dwelling units.

The exact number of garaged parking spots is undetermined, with potential garaged parking as follows: Lots 1-18, a mixture of one and two car garages, with an option for the two premium lots to have a 3-car garage. Lot 19 (8 cottages) are providing a two car garage per unit. 20 street parking spots will be provided for guests and homeowners alike throughout the neighborhood. Currently, the municipal code only requires one spot per dwelling unit for Downtown neighborhood districts, so this plan exceeds those

Project Details

requirements. The 16 units in the center (8 SFD and 8 cottages) are all rear-loaded, with the option for front, side or rear loading for the lots on the east and west edges of the property due to topographic constraints.

Proposed allowable uses include those residential in nature; and authorized housing types include detached single-family housing at the 2 and 4-bedroom unit level.
Possible amenities include fire pits, a small amphitheater for community gatherings-where strict noise level ordinances will be enforced through HOA covenants-and a bike maintenance station.

The required open space is provided at 21.7% of the project area (44352 sf), through communal green space, grass pacers at the fire tourn around and a detention pond. The pocket neighborhood has communal green space with a trail, as well as two shared courtyards.

The single-family homes and cottages have a varying roofline with a maximum height of 36', creating visual interest along the exterior and interior streets. The applicant cites plans for carrying home styles and designs, intentionally showing how different styles can fit together while maintaining a harmonious relationship. These building types fit within the neighborhood context, where there are primarily small-lot single-family homes.

The building materials for this development include a broad range of natural wood or faux wood panels, natural stone, architectural stucco, cement board siding, brick masonry, and architectural shingles.

Please see the applicant's materials for additional information.

Relationship to the Community Plan

The proximity of this development to Downtown Bentonville, the greenway, Slaughter Pen Mountain Park, and other goods and services accessible by bike and pedestrian movement means that some trips may not include the use of a vehicle. This property is also within the bike and pedestrian commute zones of Lincoln Junior High School, making this an ideal location for a neighborhood development outside of a traditional subdivision.

Chapter 5, Neighborhoods and Housing, calls for various strategies to support affordability within the evolving landscape of Bentonville's housing landscape. These directives include:

1. Allowing and prioritizing alternative forms of density, such as duplexes or projects that promote a mix of housing types.
2. Providing proximity to, or integration within neighborhood development, resident-based services such as parks, trails, public facilities, and local commerce.
3. Using creative, market-driven tools to maintain housing availability for all socioeconomic levels
4. Providing the residential environments that support the city's economic engine, employment base, and commerce.

This development meets many of these criteria by providing a unit mix of single-family attached homes on smaller lots, which increases housing choice. The proximity to goods and services makes the pocket neighborhood development style an efficient use of this space.

The design and location of this development promotes access to alternative modes of transportation as outlined in the Community Plan, Chapter 7.
This project meets the Community Plan objective of increased housing diversity (page 55), which supports

Relationship to the Community Plan

aging in place by increasing the housing diversity at the block and neighborhood level to "allow for down-sizing within the local area." This development supports this by incorporating smaller footprint dwelling units on easier-to-maintain lots into a single-family style neighborhood.

This property is designated as Neighborhood-Walkable on the plan and its prime location along near downtown amenities makes this location an ideal opportunity for context-sensitive infill development.

Public Comment

Has Staff received Public Comment at the time of this report? : **Yes**

Analysis / Waivers

The applicant proposes a single-family attached and detached development that is nearby to existing multifamily and single-family neighborhoods with access to developed active transportation routes. The development meets the parking requirements outlined for DN zoning districts, provides a mix of detached single-family homes and cottages among communal open space, along with some low-impact development site design, include grasscrete for the fire turnaround areas. The buildings will be composed of both primary and special use primary materials.

The proposal demonstrates the criteria outlined in the code for Planned Residential Developments with its mix of housing, community open space, and interconnected narrow street network.

Conclusion

Staff recommends approval of the Planned Residential Development given that it aligns with both the community plan calling for housing diversity, the future land use plan placetype of Walkable Neighborhood, and the Planned Residential Development design criteria regarding traditional neighborhood design.

Additional Details

Suggested conditions of approval:
1. Access will have to be provided for maintenance of public line running from tiger into site.
2. Downstream capacity will need to be studied as part of the large scale. Proposed flows generated from the development will need to be listed on all utility sheets.
3. During construction, the developer shall provide the public continuous usage of the trail, "Heading Home" that surrounds the site or relocate it to the satisfaction of the Director of Planning.

N
W E
S

PRD25-0002
Sage Valley Subdivision
Planned Residential Development

SAGE VALLEY

Bentonville, Arkansas

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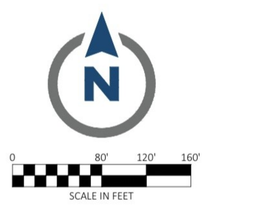
A PLANNED RESIDENTIAL DEVELOPMENT



PROPOSED LEGEND

- TYPE 1: FRONT/REAR LOADED GARAGE
- TYPE 2: REAR LOADED GARAGE
- TYPE 3: FRONT/REAR/SIDE LOADED GARAGE
- TYPE 4: POCKET NEIGHBORHOOD
- OPEN SPACE
- GRASS PAVEMENT
- LOT SETBACK LINES
- PROPERTY LINES
- DETENTION POND

PRELIMINARY MASTERPLAN

SITE LOCATION

PRD 20-0001

ORIGINAL 6.22.2020
City of Bentonville, AR
REVISED 12.10.24

PROJECT TEAM

CIVIL ENGINEER
CEI Engineering Associates, Inc.
Steven Haun
2600 NE 11th St
Bentonville, AR 72712
shaun@ceieng.com
479.254.1463

DEVELOPER
BRIARTOWN DEVELOPMENT, LLC
Chris Milligan
105 NW 6th Street
Bentonville, AR 72712
milligan.c@gmail.com
501.831.0729

DESIGNER/CONTRACTOR
Dwellings, Inc.
Chris Milligan
105 NW 6th Street
Bentonville, AR 72712
milligan.c@gmail.com
501.831.0729

GEOTECHNICAL SERVICES
GTS, INC.
Andrew Beekman, PE
1915 N. Shiloh Dr
Suite 1
Fayetteville, AR 72704
479.521.7645

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Dwellings, Inc.
105 NW 6th Street
Bentonville, AR 72712
501.831.0729

COVER SHEET

Revisions
January 24, 2025
February 24, 2025
April 4, 2025

SAGE VALLEY
Valley Road / Fillmore Rd
Bentonville, Arkansas 72712

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Scale: N/A
December 10, 2024

T-1

SAGE VALLEY

Bentonville, Arkansas

a place to belong...

A PLANNED RESIDENTIAL DEVELOPMENT

1. Planned Residential Development Intent

Briartown Development, Dwellings, Inc. and CEI Engineering are pleased to submit Sage Valley, a new urban infill development as a revised Planned Residential Development to the City of Bentonville.

Sage Valley shall be a new neighborhood in Northwest Arkansas, promoting well thought design and high quality construction, while fulfilling the need for more housing. The neighborhood will be made up of 16 single-family homes, two premier lots and an eight home pocket neighborhood, all carefully planned within the natural setting of downtown Bentonville. The property is located to the north of the corner of Valley St and N Fillmore St and south of Tiger Blvd. To the east lies the new expansion of Crystal Bridge museum, separated by a buffer of trees and vegetation, intertwined with world-class mountain bike trails and walking paths and the bubbling flow of Town Branch Creek.

Sage Valley will create a strong sense of place and belonging for its future homeowners and surrounding neighbors by providing walking paths, fire pits, gathering places, spaces for music and lounging and getting to know your neighbor. This close knit community is mindfully designed to bring people together, encourage a healthy lifestyle, and promote a sense of well being within the ever changing, fast paced world around us. It's a chance for people to live intentionally, with purpose and experiencing each moment as something truly special.

2. Creative Design / Quality Construction

The development team has strict design and construction standards in order to create a place that will withstand the test of time. Sage Valley strives to push boundaries of design with creative thought in regards to house type and connection to the neighborhood. There will be a variety of home styles and design, intentionally showing how all types of styles can fit together while keeping the relationship to each house in mind. Strick setbacks and heights shall provide a juxtaposition between each house and the site it rests on. The different house types and sizes provide homeowners various options and choices, at variable price points to support different stages in one's life... whether they are new homeowners, starting a family, empty nesters, or individuals looking to downsize, there is a home for everyone.

3. Current / Future Site Conditions

The current site of Sage Valley has been excavated and cleared in order to clean up and remove any past debris and trash, and will be filled back with new, stable fill dirt. The design team aims to diligently minimize tree removal around the perimeter of the site by using the flexibility of the PRD to utilize the landscape to it's best use while preserving a significant portion of the wooded site to the east and north of the property. The previous removal of detritus material that was located within the middle of the site allows the development team to return the site to its previous natural setting, accentuating the land. New storm water retention will handle the on-site water and prevent any future soil erosion. The investment in remediation of the site is crucial to protect the natural beauty and quality of the land. All utilities and infrastructure shall be efficient in layouts and supply maximum amount of production for a growing population.

4. Organic Architecture

Sage Valley promotes architecture, which promotes a harmony between human habitation and the natural world around it. The overall design of individual homes and spaces within the neighborhood shall aim to be sympathetic and well-integrated into the site, becoming a part of the site rather than simply placed on a particular space. The nature of the land and surrounding elements influence the form of the buildings and the juxtaposition of the surrounding structures. The buildings, like plants, emerge naturally from the landscape. Materials such as natural stone and real stucco, brick, wood, concrete and steel are all true to their nature, blending together to create substance within the structure and longevity in craftsmanship.

5. Information on the PRD

Total Acreage – 4.72 acres

Density:
Type 1: Front/Rear Loaded garage
Units: 8
Area: 1.77ac
Density: 5.65 units/ac

Type 2: Rear Loaded Garage
Units: 8
Area: 0.74ac
Density: 10.8 units/ac

Type 3: Front/Rear/Side Loaded Garage
Units: 2
Area: 0.19ac and 0.21ac
Density: 4.76 units/ac

Type 4: Pocket Neighborhood
Units: 8
Area: 0.65ac
Density: 12.3 units/ac

Maximum Building Height – 36'-0"

Overall Site Setbacks
Front: 20'-0"
Rear Garage: 16'-0"
Rear Structure: 8'-0"
Side: 5'-0"
Landscape Buffer: 7'-0"

Where utility easements exceed the minimum setback, the utility easement shall become the setback.

Parking Distribution
Garages: Lots 1-8 - One and Two car garages, front, rear and side loaded
Lots 11-17 – One and Two car garages, rear loaded from alley
Lot 9 & 18 – One, two, or three car garage,front, rear and side loaded
Lot 20 (Pocket Neighborhood) – Two car garage, rear loaded

Street Parking
20 miscellaneous street parking spaces located throughout neighborhood

Open Space Percentage:
15% Minimum required: 30,631sf / 0.71ac
Open Space Provided: 44,352sf / 1.02ac

Alternative materials such as Grasscrete, Cobblestone paving, Pea-gravel paving, or Brick at hammerhead turn arounds to promote "green space" while collecting and controlling water run off.

6. Information on house construction

• Eaves and overhangs protruding into the setback, less than 10-0" from adjacent structure, shall require 1-hour fire rated construction per Table R302.1(1)".
• Due to the nature of the site, a level pad shall be required at every house, near the front half of the house for trash and recycling bin locations, and shall have dual use for fireman ladders to access roof if accessibility is not possible from front or rear of house on driveways or walks.

7: Possible Amenities

• Open green space for gathering
• Fire Pits
  - Located safely away from structures and openings in houses
  - Construction shall be built from fireproof firerock or firebrick with native stones or masonry.
  - Seating to be possible large stones and boulders excavated from site if possible, and/or chairs.
• Amphitheater - for small music events, farmers markets, community get togethers, etc...
  - Stage to be mixed materials to compliment the neighborhood such as wood, concrete and metal.
  - Seating shall be carved into the landscape, creating natural seating and lounging areas.
  - Strict noise level considerations will be posted and described in the HOA Covenants and Bylaws.
• Bike maintenance station - located near trail connection to provide maintenance for bicyclists riding the trails or entering or leaving the trails.

8. House usage

NWA continuues to grow exponentially, and the need for housing is at an all-time high. Sage Valley shall fill that need with a variety of house styles and price points. Bentonville has also become a destination for tourists, mountain bikers, and business people, all requiring places to stay for their visits. Nightly rental options shall be available to homeowners, yet will be restricted to a maximum number of units available for rent within the neighborhood. We are striving not only to provide a special place for homeowners, but also create an inviting haven for visitors and business people to endulge in all that NWA has to offer.

9. Pedestrian/Vehicular Use

Sage Valley shall be a small neighborhood with narrower streets and ease of mobility throughout. There shall be a lower maximum street limit restriction inside the neighborhood, indicated as a unique number such as 13 mph or 17 mph to help people think more about driving slower. There will be sidewalks on at least one side of the streets to provide safe passageway throughout the neighborhood and connections to the public right of way on Valley Street.

10. Single Phase Construction

All the streets and lots shall be constructed and built at once without any phasing to allow construction of all houses to begin as soon as possible. This will help establish the neighborhood sooner than later without ongoing construction over many years.

11. Signage

A distinctive sign at the entry of the neighborhood shall define the entrance and create a sense of entry into the neighborhood. Design of sign will be complimentary with the neighborhood, constructed with the same types of materials used throughout the community. Speed limit signs shall be placed along streets noting lower speeds for safety, along with No Parking and Firelane signage at specific locations.

12. Homeowner's Association

An HOA shall be created that will have ownership over all open spaces and community areas. The association will also manage the gathering spaces, amphitheater, firepits, as well as the private streets and sidewalks located in common areas. They will also work with Trailblazers for maintenance on the sections of trails that meander into the neighborhood.

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105 NW 6th Street
Bentonville, AR 72712
501.831.0729

NARRATIVE

Revisions
January 24, 2025
February 24, 2025
April 4, 2025

SAGE VALLEY
Valley Road / Fillmore Rd
Bentonville, Arkansas 72712

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Scale: N/A
December 10, 2024

T-2

SAGE VALLEY

Bentonville, Arkansas

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SITE DATA

SITE AREA	4.72 ACRES
ZONING	PRD
GREENSPACE	15% OF SITE AREA = 0.71AC (30,631SF)
GREENSPACE PROVIDED	0.83AC (36,229+/-SF)
GUEST PARKING PROVIDED	

SINGLE FAMILY (FRONT/REAR LOADED GARAGE) – 10 LOTS

LOTS	1 - 8
LOT AREA	0.14 ACRE MINIMUM 50' MIN WIDTH x 115' MIN DEPTH)
SETBACKS	FRONT = 20'-0" INTERIOR SIDE = 5'-0" EXTERIOR SIDE = 5'-0" REAR = 25'-0" REAR GARAGE = 8'-0" FROM PROPERTY LINE DETACHED REAR GARAGE = 7'-0" FROM PROPERTY LINE

SINGLE FAMILY (REAR LOADED GARAGE) – 8 LOTS

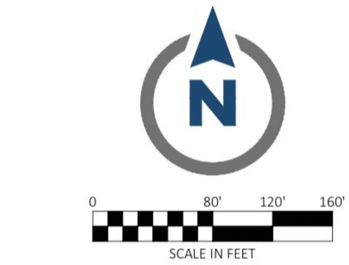
LOTS	10 - 17
LOT AREA	0.08 ACRE MINIMUM 30' MIN WIDTH x 80' MIN DEPTH
SETBACKS	FRONT = 20'-0" INTERIOR SIDE = 5'-0" EXTERIOR SIDE = 5'-0" REAR GARAGE = 16'-0" FROM PROPERTY LINE REAR STRUCTURE = 8'-0"

PREMIUM SINGLE FAMILY (REAR/SIDE LOADED GARAGE) – 2 LOTS

LOT	9 & 18
LOT AREA	0.19 ACRE MINIMUM 70' MIN WIDTH x 375' MIN DEPTH
SETBACKS	FRONT = 20'-0" INTERIOR SIDE = 5'-0" EXTERIOR SIDE = 5'-0" REAR GARAGE = 16'-0" FROM PROPERTY LINE REAR STRUCTURE = 8'-0" DETACHED REAR GARAGE = 7'-0" FROM PROPERTY LINE

POCKET NEIGHBORHOOD LOT (REAR LOADED GARAGE) – 8 HOMES

LOT	19
LOT AREA	0.32 ACRE 20' MIN WIDTH x 40' MIN DEPTH
SETBACKS	FRONT = 10'-0" INTERIOR SIDE = 10'-0" BETWEEN UNITS EXTERIOR SIDE = 10'-0" BETWEEN UNITS REAR GARAGE = 16'-0" FROM PROPERTY LINE



PROPOSED LEGEND

- TYPE 1: FRONT/REAR LOADED GARAGE
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- TYPE 3: FRONT/REAR/SIDE LOADED GARAGE
- TYPE 4: POCKET NEIGHBORHOOD
- OPEN SPACE
- GRASS PAVEMENT
- LOT SETBACK LINES
- PROPERTY LINES
- DETENTION POND

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105 NW 6th Street
Bentonville, AR 72712
501.831.0729

SITE PLAN

Revisions
January 24, 2025
February 24, 2025
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Scale: N/A

December 10, 2024

S-1

SAGE VALLEY

Bentonville, Arkansas

a place to belong...

REAR LOADED GARAGE EXAMPLE 1

PROPOSED EXTERIOR FACADE MATERIALS

ALL MATERIALS ARE SUBJECT TO ARB APPROVAL

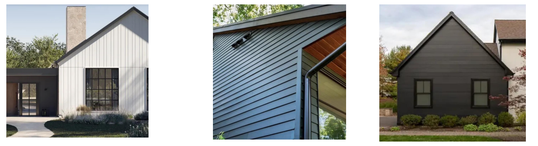
THE PROJECT WILL CONFORM TO 1100.21 DURING LARGE SCALE REVIEW

NATURAL WOOD OR FAUX WOOD PIECES OR PANELS

ALL NATURAL STONE, LIMESTONE, FLAGSTONE, BLUESTONE MASONRY

REAL CONCRETE ARCHITECTURAL STUCCO

Cement Boad Siding



BRICK MASONRY

EXPOSED STEEL OR DECORATIVE METALS

ARCHITECTURAL SHINGLES, STANDING SEAM METAL ROOFS

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REAR LOADED GARAGE
EXAMPLE 1

Revisions
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Scale: N/A

December 10, 2024

A-1

SAGE VALLEY

Bentonville, Arkansas

a place to belong...

REAR LOADED GARAGE EXAMPLE 2

PROPOSED EXTERIOR FACADE MATERIALS

ALL MATERIALS ARE SUBJECT TO ARB APPROVAL

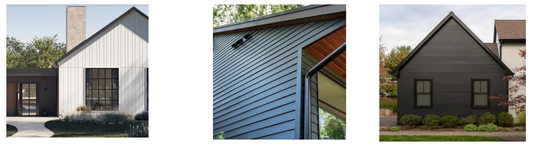
THE PROJECT WILL CONFORM TO 1100.21 DURING LARGE SCALE REVIEW

NATURAL WOOD OR FAUX WOOD PIECES OR PANELS

ALL NATURAL STONE, LIMESTONE, FLAGSTONE, BLUESTONE MASONRY

REAL CONCRETE ARCHITECTURAL STUCCO

Cement Boad Siding



BRICK MASONRY

EXPOSED STEEL OR DECORATIVE METALS

ARCHITECTURAL SHINGLES, STANDING SEAM METAL ROOFS

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REAR LOADED GARAGE
EXAMPLE 2

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Scale: N/A

December 10, 2024

A-2

SAGE VALLEY

Bentonville, Arkansas

a place to belong...

REAR LOADED GARAGE EXAMPLE 3

PROPOSED EXTERIOR FACADE MATERIALS

ALL MATERIALS ARE SUBJECT TO ARB APPROVAL

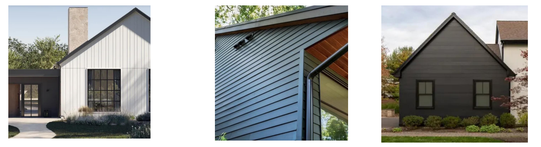
THE PROJECT WILL CONFORM TO 1100.21 DURING LARGE SCALE REVIEW

NATURAL WOOD OR FAUX WOOD PIECES OR PANELS

ALL NATURAL STONE, LIMESTONE, FLAGSTONE, BLUESTONE MASONRY

REAL CONCRETE ARCHITECTURAL STUCCO

Cement Boad Siding



BRICK MASONRY

EXPOSED STEEL OR DECORATIVE METALS

ARCHITECTURAL SHINGLES, STANDING SEAM METAL ROOFS

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REAR LOADED GARAGE
EXAMPLE 3

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Scale: N/A

December 10, 2024

A-3

SAGE VALLEY

Bentonville, Arkansas

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POCKET NEIGHBORHOOD HOUSE EXAMPLE

SIMILAR STYLE OF HOUSES WITH VARYING COLOR AND MATERIAL USAGES.

PROPOSED EXTERIOR FACADE MATERIALS

ALL MATERIALS ARE SUBJECT TO ARB APPROVAL

THE PROJECT WILL CONFORM TO 1100.21 DURING LARGE SCALE REVIEW

NATURAL WOOD OR FAUX WOOD PIECES OR PANELS

ALL NATURAL STONE, LIMESTONE, FLAGSTONE, BLUESTONE MASONRY

REAL CONCRETE ARCHITECTURAL STUCCO

Cement Boad Siding

BRICK MASONRY

EXPOSED STEEL OR DECORATIVE METALS

ARCHITECTURAL SHINGLES, STANDING SEAM METAL ROOFS

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Bentonville, AR 72712
501.831.0729

POCKET NEIGHBORHOOD HOUSE EXAMPLE

Revisions
January 24, 2025
February 24, 2025
April 4, 2025

SAGE VALLEY
Valley Road / Fillmore Rd
Bentonville, Arkansas 72712

The design and drawing is the sole property of Dwellings, Inc/Chris Milligan Designs, and shall not be used for any other project other than that which has been prepared. Contractor to verify all building codes and environmental conditions prior to proceeding with construction.

Scale: N/A

December 10, 2024

A-4

SAGE VALLEY

Bentonville, Arkansas

a place to belong...

FRONT LOADED GARAGE EXAMPLE 1

PROPOSED EXTERIOR FACADE MATERIALS

ALL MATERIALS ARE SUBJECT TO ARB APPROVAL

THE PROJECT WILL CONFORM TO 1100.21 DURING LARGE SCALE REVIEW

NATURAL WOOD OR FAUX WOOD PIECES OR PANELS

ALL NATURAL STONE, LIMESTONE, FLAGSTONE, BLUESTONE MASONRY

REAL CONCRETE ARCHITECTURAL STUCCO

BRICK MASONRY

EXPOSED STEEL OR DECORATIVE METALS

ARCHITECTURAL SHINGLES, STANDING SEAM METAL ROOFS

CEI dwellings
dream | design | dwell

Dwellings, Inc.
105 NW 6th Street
Bentonville, AR 72712
501.831.0729

FEONT LOADED GARAGE
EXAMPLE 1

Revisions
January 24, 2025
February 24, 2025
April 4, 2025

SAGE VALLEY
Valley Road / Fillmore Rd
Bentonville, Arkansas 72712

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Scale: N/A

December 10, 2024

A-4

SAGE VALLEY

Bentonville, Arkansas

a place to belong...

REAR LOADED GARAGE EXAMPLE 4

PROPOSED EXTERIOR FACADE MATERIALS

ALL MATERIALS ARE SUBJECT TO ARB APPROVAL

THE PROJECT WILL CONFORM TO 1100.21 DURING LARGE SCALE REVIEW

NATURAL WOOD OR FAUX WOOD PIECES OR PANELS

ALL NATURAL STONE, LIMESTONE, FLAGSTONE, BLUESTONE MASONRY

REAL CONCRETE ARCHITECTURAL STUCCO

Cement Boad Siding

BRICK MASONRY

EXPOSED STEEL OR DECORATIVE METALS

ARCHITECTURAL SHINGLES, STANDING SEAM METAL ROOFS

CEI dwellings

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105 NW 6th Street
Bentonville, AR 72712
501.831.0729

REAR LOADED GARAGE
EXAMPLE 4

REVISIONS
January 24, 2025
February 24, 2025
April 4, 2025

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Scale: N/A

December 10, 2024

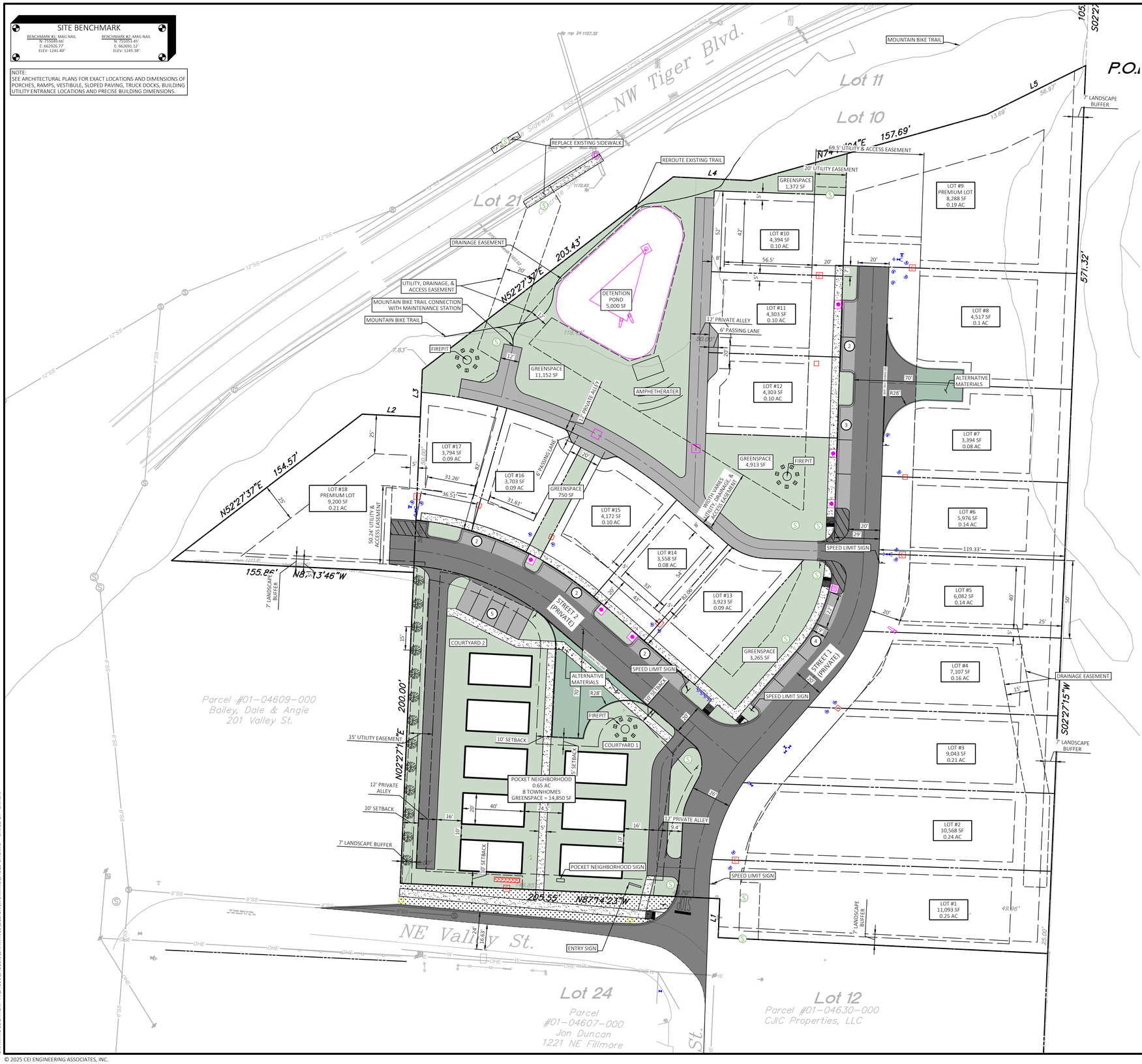
A-6

SITE BENCHMARK

BENCHMARK #1: MAG NAIL
N: 795049.66'
E: 662926.77'
ELEV: 1241.40'

BENCHMARK #2: MAG NAIL
N: 795025.45'
E: 662691.12'
ELEV: 1245.38'

NOTE:
SEE ARCHITECTURAL PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF PORCHES, RAMPS, VESTIBULE, SLOPED PAVING, TRUCK DOCKS, BUILDING UTILITY ENTRANCE LOCATIONS AND PRECISE BUILDING DIMENSIONS.



0 30' 45' 60'
SCALE IN FEET

Know what's **below.**
Call before you dig.

EXISTING LEGEND

- Boundary Line
- Adjoiner Boundary Line
- Right-of-Way Line
- Easement Line
- Setback Line
- Survey Abstract Line
- Center Line
- Gas Line
- Underground Fiber Optic Cable
- Overhead Electric Line
- Sanitary Sewer Line
- Storm Drain Pipe
- Underground Telephone Line
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- Chainlink Fence Line
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- Tree Line
- Benchmark
- Found Monument (as noted)
- Found 5/8" Rebar "LS#1618"
- Gas Meter
- Electric Meter
- Water Meter
- Drainage Manhole
- Grate Inlet
- Fire Hydrant
- Sewer Manhole
- Sewer Cleanout
- Guy Wire/Anchor
- Utility Pole
- Telephone Riser
- Water Valve
- Traffic Sign (type of sign)
- Computed Point
- Found Pipe (As noted)
- Found Nail (As Noted)
- Warning Gas Line Sign
- Guy Pole
- Light Pole Overhanging
- Cable TV Riser
- Tree (Deciduous)
- Tree (Evergreen)

PROPOSED LEGEND

- PROPERTY LINE/RIGHT OF WAY LINE
- CONCRETE CURB AND GUTTER. SEE DETAIL 01A/01B.
- BUILDING CONTROL POINT
- PROPOSED PARKING SPACES
- LIMITS OF OPENSPACE
- LIMITS OF HEAVY DUTY ASPHALT
- LIMITS OF STANDARD DUTY ASPHALT
- LIMITS OF GRASS PAVEMENT
- LIMITS OF LAWN PLANTING
- LIMITS OF SIDEWALK
- LIMITS OF HEAVY DUTY SIDEWALK
- CURB INLET
- GRATE INLET BOX
- JUNCTION BOX
- FIRE HYDRANT
- WATER METER
- WATER VALVE
- WATER TAPPING SLEEVE
- SEWER MANHOLE
- ELECTRICAL BOX
- STREET LIGHT POLE

CEI ENGINEERING ASSOCIATES, INC.
2600 NE 11TH ST, SUITE 300
BENTONVILLE, AR 72712
PHONE: (479) 273-9472
FAX: (479) 273-0844

SAGE VALLEY SUBDIVISION
BRIARTOWN DEVELOPMENT, LLC.
FILLMORE STREET
BENTONVILLE, ARKANSAS

PRELIMINARY
NOT FOR
CONSTRUCTION

PROFESSIONAL OF RECORD	JGH
PROJECT MANAGER	SAH
DESIGNER	AB
CEI PROJECT NUMBER	34319
DATE	4/4/2025
REVISION	REV-#

SITE PLAN
SHEET TITLE

SHEET NUMBER
C2.0

DRAWING LOCATION - P:\34000\34319.0\DRAWINGS\DESIGN\WORKING\34319-SP.DWG — SAVED BY - SHAUN

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SITE BENCHMARK

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ELEV: 1245.38'

NOTE:
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Drainage manhole
Rim=1177.70
Invert [W] Elevation=1172.85
Invert Elevation[Bottom of Box]=1159.40
Drainage manhole
Rim=1164.45
Invert Elev=1160.26
Sewer manhole
Rim=1184.22
In Elevation=1178.62
Out Elevation=1178.62
In [SW] Elevation=1179.58
Drainage manhole
Rim=1195.72
Invert Elevation=1191.28
SMH #61001
Top Rim=1243.72
FL IN (E)=1238.62
FL IN (S)=1238.32
FL OUT (N)=1238.02
BM#2 Mag Nail
Elev.= 1245.38'
BM#1 Mag Nail
Elev.= 1241.40'
P.O.B.
DRAINAGE EASEMENT
UTILITY, DRAINAGE, & ACCESS EASEMENT
DETENTION POND AREA:
TOP OF POND: 5000 SF
BOTTOM OF POND: 647 SF
GREENSPACE 1
11,152 SF
GREENSPACE 2
4,913 SF
GREENSPACE 3
GREENSPACE 4
AMPHITHEATER
LOT #17
9,063 SF
0.21 AC
LOT #18
PREMIUM LOT
9,200 SF
0.21 AC
LOT #19
9,063 SF
0.21 AC
LOT #20
9,063 SF
0.21 AC
LOT #21
9,063 SF
0.21 AC
LOT #9
PREMIUM LOT
8,288 SF
0.19 AC
LOT #8
4,517 SF
0.1 AC
LOT #7
9,394 SF
0.22 AC
LOT #6
5,976 SF
0.14 AC
LOT #5
6,082 SF
0.14 AC
LOT #4
7,100
0.16 AC
LOT #3
9,063 SF
0.21 AC
LOT #2
9,568 SF
0.22 AC
LOT #1
11,093 SF
0.25 AC
STREET 1 (PRIVATE)
COURTYARD 1
COURTYARD 2
COURTYARD 3
COURTYARD 4
COURTYARD 5
COURTYARD 6
COURTYARD 7
COURTYARD 8
COURTYARD 9
COURTYARD 10
COURTYARD 11
COURTYARD 12
COURTYARD 13
COURTYARD 14
COURTYARD 15
COURTYARD 16
COURTYARD 17
COURTYARD 18
COURTYARD 19
COURTYARD 20
COURTYARD

SITE BENCHMARK

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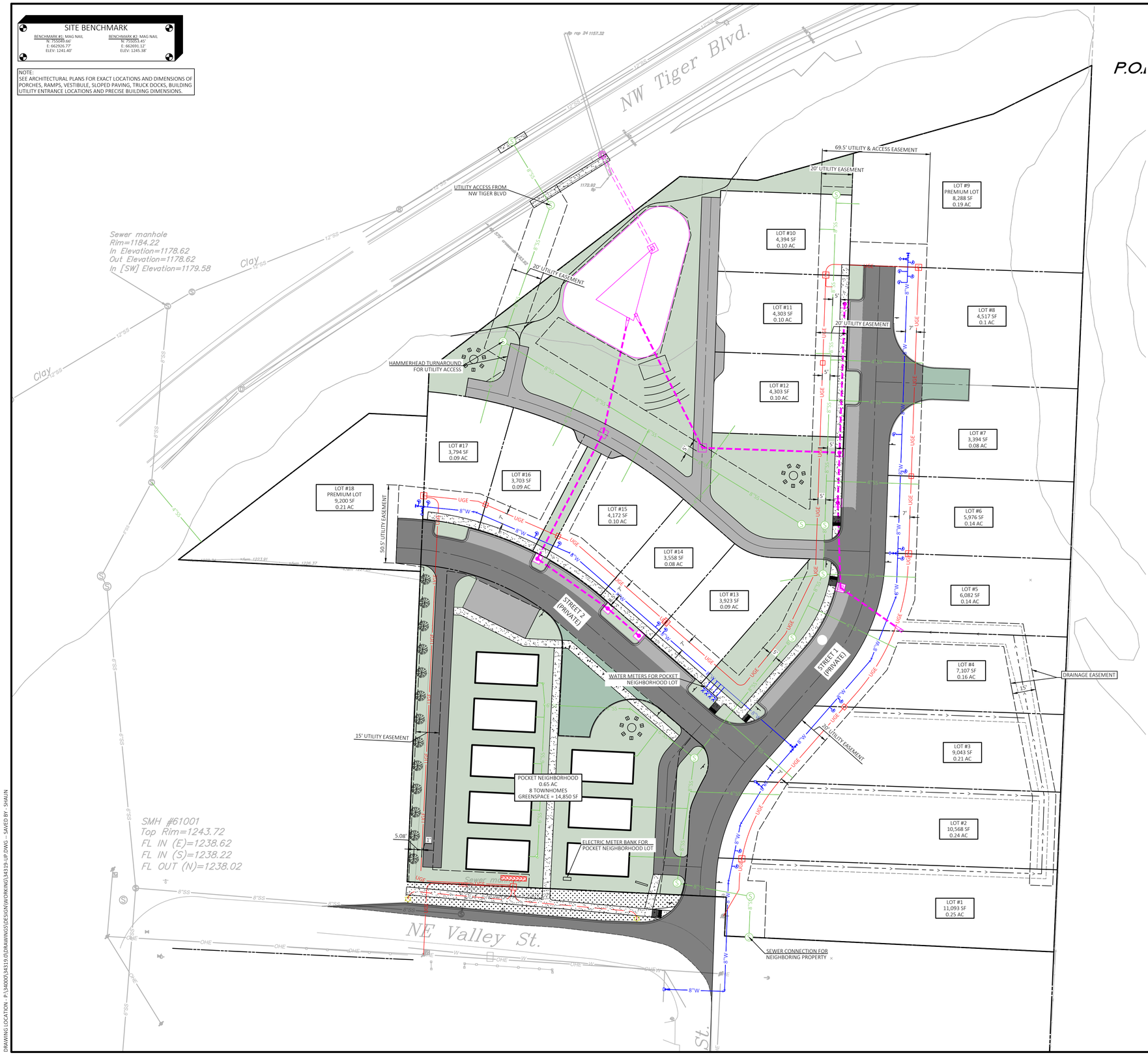

0 30' 45' 60'
SCALE IN FEET

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- Guy Wire/Anchor
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- Traffic Sign (type of sign)
- Computed Point
- Found Pipe (As noted)
- Found Nail (As Noted)
- Warning Gas Line Sign
- Guy Pole
- Light Pole Overhanging
- Cable TV Riser
- Tree (Deciduous)
- Tree (Evergreen)

PROPOSED LEGEND

- PROPERTY LINE/RIGHT OF WAY LINE
- STORM DRAIN
- X"W — WATER SERVICE
- X"SS — SANITARY SEWER SERVICE
- UGE — UNDERGROUND ELECTRIC SERVICE
- CURB INLET
- GRATE INLET BOX
- JUNCTION BOX
- FIRE HYDRANT
- WATER METER
- WATER VALVE
- WATER TAPPING SLEEVE
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SAGE VALLEY SUBDIVISION
BRIARTOWN DEVELOPMENT, LLC.
FILLMORE STREET
BENTONVILLE, ARKANSAS

PRELIMINARY
NOT FOR
CONSTRUCTION

PROFESSIONAL OF RECORD	JGH
PROJECT MANAGER	SAH
DESIGNER	AB
CEI PROJECT NUMBER	34319
DATE	4/4/2025
REVISION	REV-#

UTILITY PLAN

SHEET TITLE

SHEET NUMBER

C4.0

DRAWING LOCATION - P:\34000\34319.01\DRAWINGS\DESIGN\WORKING\34319-UP.DWG - SAVED BY - SHAUN

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0 30' 45' 60'
SCALE IN FEET

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DESIGNER	AB
CEI PROJECT NUMBER	34319
DATE	4/4/2025
REVISION	REV-#

FIRETRUCK TURNAROUND
SHEET TITLE

SHEET NUMBER
C5.0

DRAWING LOCATION - P:\34000\34319.01\DRAWINGS\DESIGN\WORKING\34319-FIRETRUCK.DWG -- SAVED BY - SHAUN

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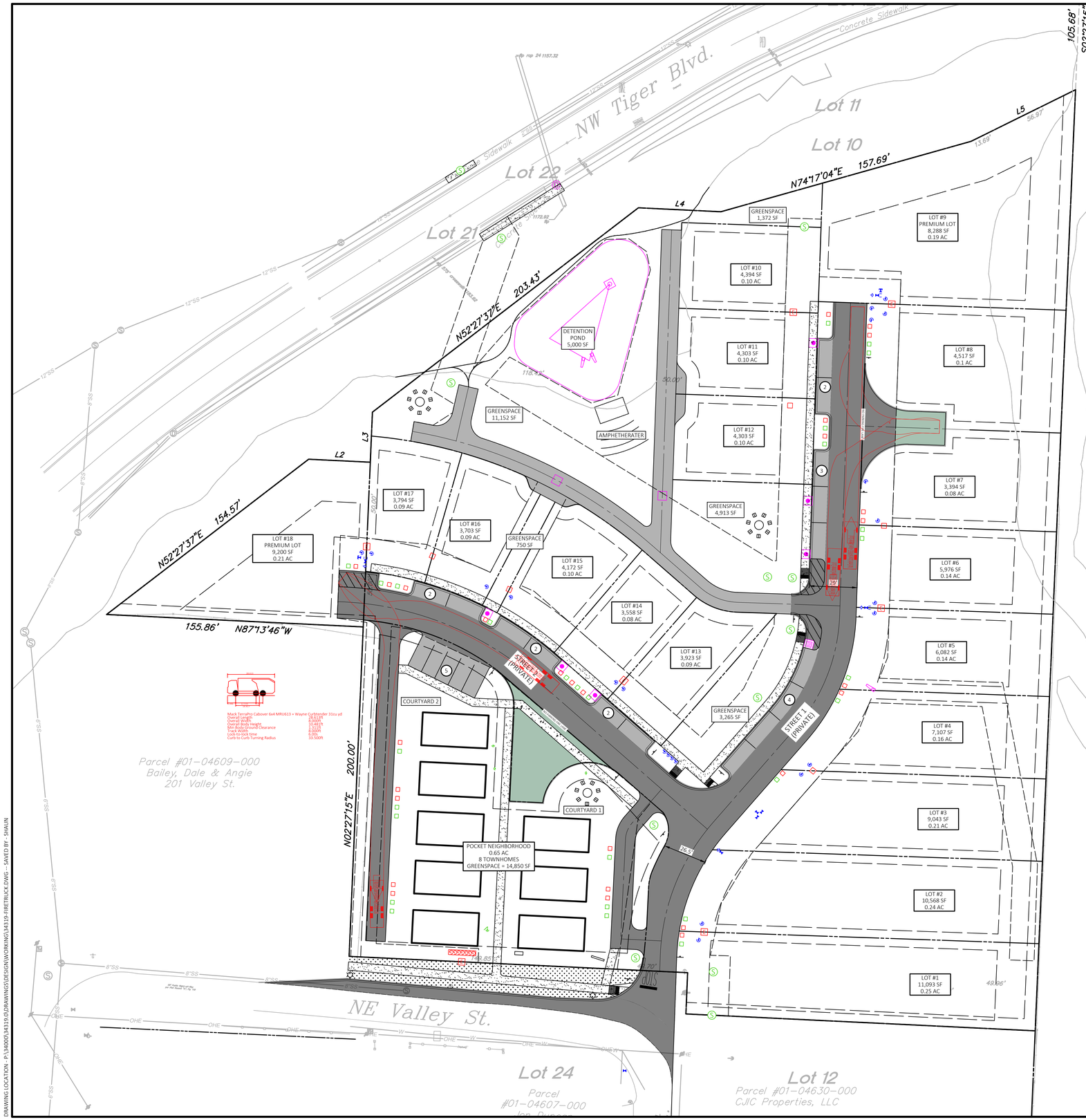

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SCALE IN FEET

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SAGE VALLEY SUBDIVISION
BRIARTOWN DEVELOPMENT, LLC.

FILLMORE STREET
BENTONVILLE, ARKANSAS

PRELIMINARY
NOT FOR
CONSTRUCTION

PROFESSIONAL OF RECORD	JGH
PROJECT MANAGER	SAH
DESIGNER	AB
CEI PROJECT NUMBER	34319
DATE	4/4/2025
REVISION	REV-#

TRASH SERVICE PATHS
SHEET TITLE

SHEET NUMBER
C5.1

DRAWING LOCATION - P:\34000\34319.0\DRAWINGS\DESIGN\WORKING\34319-FIRETRUCK.DWG -- SAVED BY - SHAUN

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1) Planned Residential Development Intent

Tylluan LLC, Studio B Architects, Jason Ward Design Studio, Design Workshop, Arkifex Studios, CEI Engineering Associates, GTS, Inc. and Environmental Services Company, Inc. are pleased to submit this urban neighborhood as a new Planned Residential Development (PRD) to the City of Bentonville. Together, we have collaborated to promote modernist architecture set in nature that will positively impact the character of the surrounding community and provide a new, high quality place to live.

Tylluan is a modern, gated neighborhood comprised of 13 individual fee simple lots thoughtfully integrated into the natural setting. The location lies near the intersection of Valley and Fillmore Streets and runs north to Tiger Boulevard. The property falls within the downtown intensification priority area as defined by the 2018 City of Bentonville master plan. The project offers a diverse set of high-quality residential dwelling units that will serve the growing region. The proximity of the site to Town Branch Creek, Crystal Bridges and the Slaughter Pen multi-use trail network provides a unique opportunity for the neighborhood to work in unison with existing community amenities and the natural topography.

Tylluan strives to build a strong community for owners and surrounding residents by providing walking trails and community gardens within the central portion of the neighborhood anchored by a village center. Dwellers are encouraged to connect with their neighbors and strengthen community bonds. The close knit neighborhood has been designed with pedestrian safety in mind by minimizing the slope required to connect to existing sidewalks and trails.

Tylluan intends to use the PRD to "provide a variety of housing types available to the general public, and to promote high quality residential developments," using the following principals:

A) Freedom - Consistent and Creative The project will consist of unique housing types, designed to integrate into the natural landscape and provide a variety of options for potential owners. These differing housing types are designed to promote consistent architecture offering various sizes and price points supporting homeowners at various stages of their lives, whether they are a growing family or an empty nester. At the heart of the community, the residences are supported by accessory components including but not limited to open green space, trails, gardens, event center and guest lodging.

B) Restoration and Preservation The natural quality of the site has been carefully studied and taken into account. The design team aims to diligently minimize tree removal by using the flexibility of the PRD to plan the development and preserve a significant portion of the wooded site. A more dense project, allowed by current zoning would likely result in more extensive tree removal. Removing detritus material located within the central area of the site will restore the landscape to its natural topography and will enhance the location. The neighborhood looks to improve the land by adding storm water retention to handle on-site water and prevent soil erosion. Restoration and remediation investment to support the overall site are designed to protect the inherent natural qualities of the land.

C) Natural Modernism Tylluan not only aims to blend into the site, but also its surrounding Bentonville context. The majority of the dwellings are located down the slope to the north of Valley Street to minimize their impact on the streetscape while remaining screened from Tiger Boulevard by the existing woodlands and topography. The embraced materials such as wood, stone, brick, glass, architectural steel and concrete provide homeowners with a broad palette to work from. The language of the existing neighborhood should blend together with the new dwelling units and not appear foreign to neighboring properties.

2) Description of Land Uses

This PRD is located on approximately 4.72 acres just north of downtown Bentonville.

A) PRD Zone 1: +/- 80% of Proposed PRD

The western and eastern portion of the PRD consists of 13 single-family homes, all with their own garage (two car minimum) implemented into their respective layouts. All units will address existing public streets or new private drives as their front, allowing public connection to the front and more private connection to the natural environment towards the back. Renowned leaders in high quality design have integrated the highest standards in architecture into the neighborhood. Exiting zoning uses such as dwelling accessory units, home occupations (type A and B), child care, bed and breakfast and solar energy systems will be supported and managed through the property owners association. The western portion of this zone will be the first phase once improvements to site infrastructure are complete.

B) PRD Zone 2: – +/- 20% of Proposed PRD

The central portion of the site is designed to provide accessory use to the homeowners and make efficient use of the open green space by providing common usable open space. Traditional neighborhood design promotes a mixture of land uses. The community will be supported by walking trails connected to a central gathering place. A multi purpose community building acts as the central hub and is intended to support the community by offering a variety of programming. Permitted uses within this space shall include but are not limited to community and/or botanical gardens and greenhouse, commercial indoor and outdoor recreation, outdoor music, cultural studio, catered events, mobile food and beverage outdoor vending and vehicles, open porches, hobby chickens, small scale retail, artisan shops, AM/FM broadcasting studio, recreational vehicle park, temporary structures, art and sculpture open porches, and guest lodging. The property homeowners association will govern covenants, conditions and restrictions throughout the PRD zone.

3) Description of Compliance with PRD Criteria

The PRD shall not modify the following zoning and development standards:

A) Sign Requirements
B) Grading and drainage
C) Access Management
D) Outdoor Lighting
E) Landscape and Screening
F) Residential Light Standards
G) Flood Damage Protection

Previously Approved PRD

TYLLUAN

PRD 20-0001
City of Bentonville, AR
June 22, 2020

Prepared By:

CEI Engineering Associates, Inc

Project Team:

Developer:	**Tylluan, LLC** Christian J Sohosky PO Box 31 Turners, Missouri 65765 479.544.5107
Architect:	**Studio B** Scott Lindenau, FAIA ARC.00202914 501 Rio Grande Place Suite 104 Aspen, Colorado 81611 970.920.9428
Landscape Architect:	**Design Workshop** Paul Squadrito LA #0000189 Design Workshop, Inc. 120 E. Main Street Aspen, Colorado 81611 970.925.8354
Civil Engineer	**CEI Engineering Associates, Inc** Nate Bachelor, PE #14021 3108 SW Regency Parkway Suite 2 Bentonville, AR 72712 479.273.9472
Master Planner	**Jason Ward, Assoc. AIA** Bachelor of Architecture, Fay Jones School of Architecture Master in Architecture, Harvard University 970.379.4396
Ozark Modernism	**Arkifex Studios** Tyler Hellweg, #2015000181 221 South Avenue Springfield, Missouri 65804 417.773.1605
Geotechnical Services:	**GTS, Inc.** Andrew Beekman, PE #14967 1915 N. Shiloh Drive Suite 1 Fayetteville, Arkansas 72704 479.521.7645
Environmental Assessment:	**Environmental Services Company, Inc.** Debra B. Woosley 13715 West Markham Little Rock, Arkansas 72211 501.221.2565

CEI
Studio B
Singular Modern.
DESIGNWORKSHOP

4) Written Description of PRD

Total Acreage 4.72 acres

Density

PRD Zone 1:

13 lots / 3.31 acres = 4.0 units per acre requested

PRD Zone 2:

1.38 acres

Green space offering connectivity to existing trails, community building, open porch for guest accommodation.

Building height max 30'0"

Overall site setbacks

Valley Street	20'
Fillmore Street	N/A
Tiger Boulevard	5'
East Side	5'
West Side	5'

Minimum lot setbacks*

Front	10'
Rear	10'
Side	5'

*Eves must remain 10' apart or be fire rated

*Where utility easements exceed the minimum setback, the utility easement shall become the setback.

Public Street Frontage - none

Minimum lot width 50'

Minimum lot area 6,000 SF

Parking distribution

PRD – Zone 1 Garage: 26 one garage/unit (two car minimum)

PRD – Zone 2 Guest Surface Parking – 5 spaces

Percentage of open space:

PRD – Zone 1 (lot area counts 5% toward total)

PRD – Zone 2

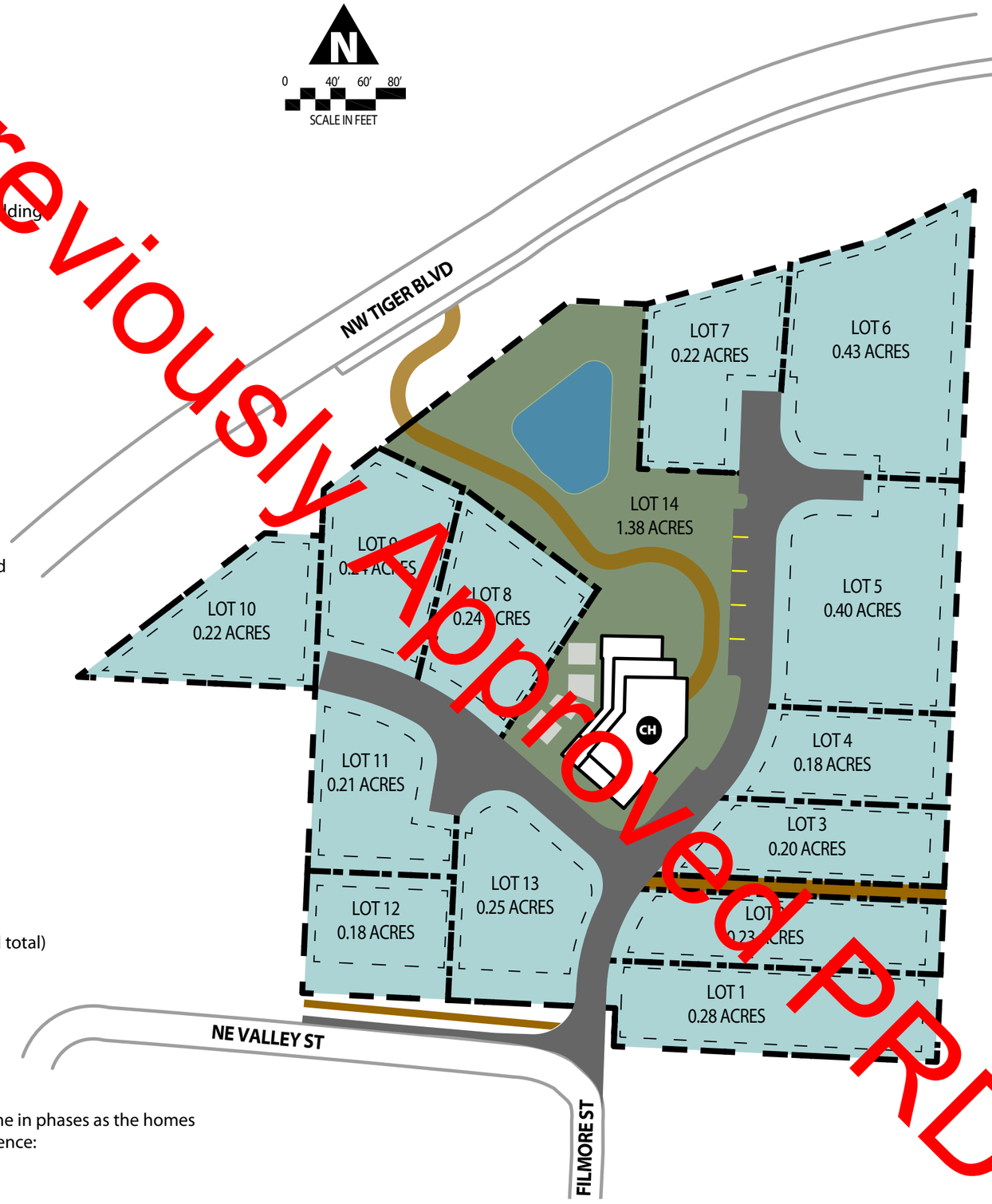
Total Provided = 40,931 sqft

15% required = 30,840 sqf

5) Phasing of Amenities:

Construction of PRD amenities in PRD Zone 2 will be brought online in phases as the homes supporting those amenities are constructed in the following sequence:

1.) Guest parking & recreational greenspace
2.) Walking trails to Tiger and east property
3.) Camping pads or similar outdoor spaces
4.) Clubhouse structure (requires Large Scale Development approval)



TYLLUAN

PRD 20-0001
City of Bentonville, AR
June 22, 2020

LEGEND

- ZONE 1: PROPOSED LOTS
- ZONE 2: GREENSPACE
- LOT SETBACK LINES
- PROPERTY LINES
- DETENTION POND
- CAMPING PAD
- TRAIL RIGHT OF WAY
- CLUBHOUSE (CH)

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NORTH ELEVATION

Previously Approved PRD

ARCHITECTURAL ELEVATIONS OF CLUBHOUSE PROTOTYPE

PROPOSED BUILDING FACADE FINISH MATERIALS

WOOD SIDING
PANELS OR PLANKS

NATURAL STONE
MASONRY

ARCHITECTURAL
CONCRETE

EXPOSED STEEL OR
DECORATIVE METAL

GLASS WINDOW
WALL SYSTEM

ARKIFEX STUDIOS

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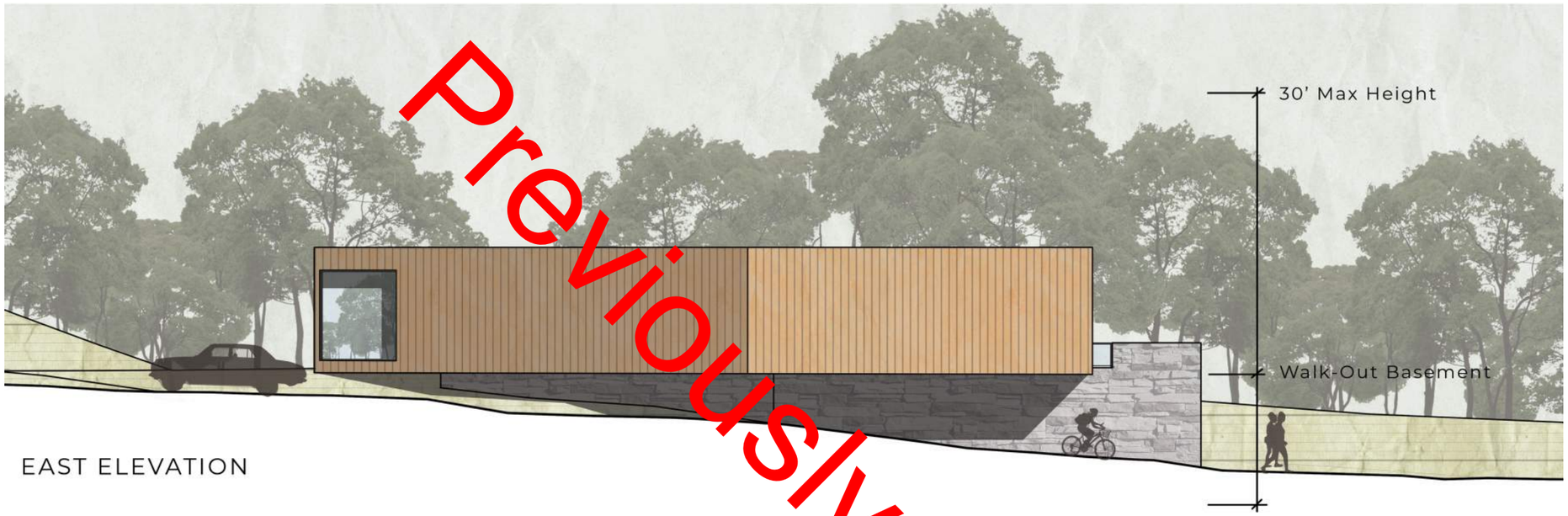
TYLLUAN

PRD 20-0001
City of Bentonville, AR
June 22, 2020



EAST ELEVATION

Previously Approved PRD

ARCHITECTURAL ELEVATIONS OF CLUBHOUSE PROTOTYPE

PROPOSED BUILDING FACADE FINISH MATERIALS

WOOD SIDING PANELS OR PLANKS

NATURAL STONE MASONRY

ARCHITECTURAL CONCRETE

EXPOSED STEEL OR DECORATIVE METAL

GLASS WINDOW WALL SYSTEM

ARKIFEX STUDIOS

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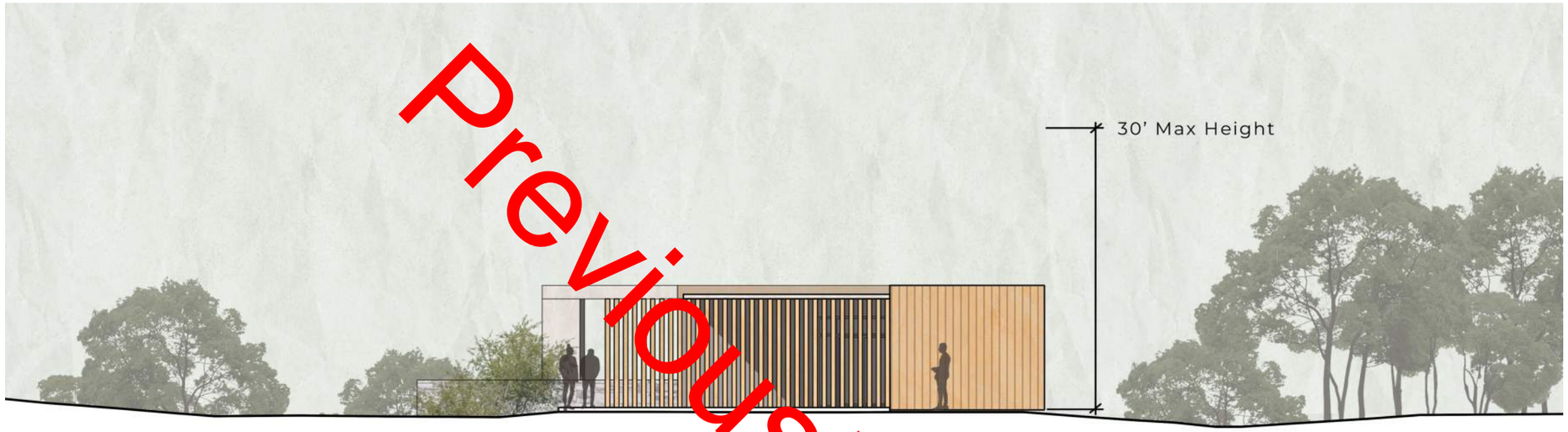
Singular Modern.

DESIGNWORKSHOP



SOUTH ELEVATION

Previously Approved PRD

ARCHITECTURAL ELEVATIONS OF CLUBHOUSE PROTOTYPE

PROPOSED BUILDING FACADE FINISH MATERIALS

WOOD SIDING PANELS OR PLANKS

NATURAL STONE MASONRY

ARCHITECTURAL CONCRETE

EXPOSED STEEL OR DECORATIVE METAL

GLASS WINDOW WALL SYSTEM

ARKIFEX STUDIOS

Studio B
Singular Modern.
DESIGNWORKSHOP

TYLLUAN

PRD 20-0001
City of Bentonville, AR
June 22, 2020

WEST ELEVATION

Previously Approved PRD

ARCHITECTURAL ELEVATIONS OF CLUBHOUSE PROTOTYPE

PROPOSED BUILDING FACADE FINISH MATERIALS

WOOD SIDING
PANELS OR PLANKS

NATURAL STONE
MASONRY

ARCHITECTURAL
CONCRETE

EXPOSED STEEL OR
DECORATIVE METAL

GLASS WINDOW
WALL SYSTEM

ARKIFEX STUDIOS

Studio B
Singular Modern.
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TYLLUAN

PRD 20-0001
City of Bentonville, AR
June 22, 2020

REAR ELEVATION

SIDE ELEVATION

ARCHITECTURAL ELEVATIONS OF DWELLING UNIT PROTOTYPE

1	2		3	4	5	6	7	8
		OR						
Architectural Concrete	Natural Stone Masonry or Monolithic Panels		Brick Masonry	Wood Siding Panels or Planks	Architectural Metal Siding Panels or Planks	Architecturally Exposed Steel & Decorative Metals	Glass Window Wall Systems and Window/Door Units	Deck Rail Systems: Framed or Frameless glass, Steel tube, bar, cables

PROPOSED BUILDING FACADE FINISH MATERIALS

TYLLUAN LLC
Bentonville, Arkansas

JASON WARD DESIGN STUDIO
Saint Louis, Missouri

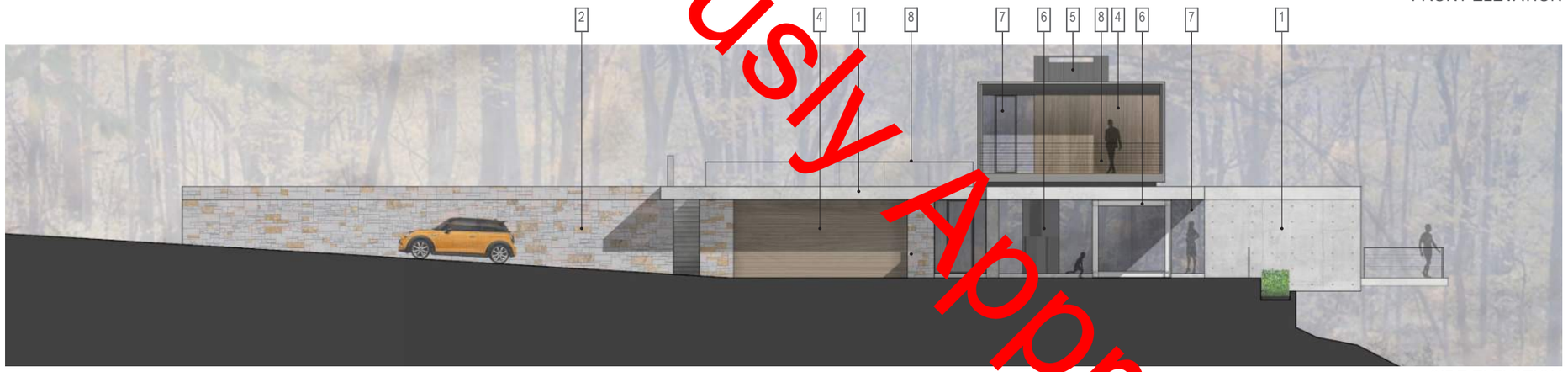
Previously Approved PRD

CEI
Studio B
Singular Modern.
DESIGNWORKSHOP

TYLLUAN

PRD 20-0001
City of Bentonville, AR
June 22, 2020

FRONT ELEVATION



SIDE ELEVATION

ARCHITECTURAL ELEVATIONS OF DWELLING UNIT PROTOTYPE

1	2		3	4	5	6	7	8
		OR						
Architectural Concrete	Natural Stone Masonry or Monolithic Panels		Brick Masonry	Wood Siding Panels or Planks	Architectural Metal Siding Panels or Planks	Architecturally Exposed Steel & Decorative Metals	Glass Window Wall Systems and Window/Door Units	Rail Systems: Framed or Frameless glass, Steel tube, bar, cables

PROPOSED BUILDING FACADE FINISH MATERIALS

TYLLUAN LLC
Bentonville, Arkansas

JASON VALOR DESIGN STUDIO
Saint Louis, Missouri

Previously Approved PRD

CEI
Studio B
Singular Modern.
DESIGNWORKSHOP

City of Bentonville Rezone Application Review Checklist

Please check all applicable boxes:

Consistency with Planning Documents

Designate the Future Land Use Map Alignment Policy Review Category

[Res-No-02-11-25M Future-Land-Use-Map-and-Zoning-Alignment-Policy]

- ☐ Standard Review (SR)
- ☐ Enhance Review (ER)
- ☒ PUD/ PRD
- ☐ Neither SR nor ER (Staff Recommends denial)

- **Consistency with the vision of the Community Plan**
  (Is the request supported by the vision and guiding principles of the Community Plan?)
  bentonvillear.com/DocumentCenter/View/18161/Bentonville-Community-Plan-As-Amended-2025?bidId=

  ☒ Thoughtful Growth (p.38)
  - Infill Development
  - Existing Infrastructure

  ☒ Robust Economy (p.39)
  - Providing a variety of housing options
  - Access to high quality parks, recreation, schools, and multi-modal transportation opportunities.

  ☒ Welcoming and Diverse (p.39)
  - Welcoming to all
  - Provides a sense of community

  ☒ The Bentonville Experience (p.40)
  - Redevelopment near downtown
  - Providing a variety of housing options
  - New neighborhoods throughout the community
  - Transportation system that supports motorists, cyclists and pedestrians

  ☒ A Great Place to plant Roots (p.40)
  - Housing Options for market entry level
  - The ability to age in place
  - Shopping, employment, and education options
  - New neighborhoods throughout the community

📈 Development Impact, Intensity and location

- ☒ **Impact foreseen in the Future Land Use Map**
  (Does the proposed rezoning fit within the place type, i.e. SR?)
- ☒ **Intensity and Significant Economic Development criteria (for ER)**
  - ☒ Is the adjacent zone similar to the requested rezone?
  - ☒ Is the proposed rezone near the center of a "Center" or "Corridor" place type?
  - ☒ Is the proposed rezone near the edge of a "Neighborhood" place type?
  - ☒ Is the proposed rezone 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.

🏘 Compatibility

- ☒ **Compatibility with Neighboring Development**
  (Is the rezone compatible with recent development activity in the surrounding area?)

Name: Steven Haun Date: 4/22/2025

Signature: [redacted]

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF PRD, PLANNED RESIDENTIAL DEVELOPMENT, TO PRD, PLANNED RESIDENTIAL DEVELOPMENT; AND FOR OTHER PURPOSES.
(PROJECT NUMBER: PRD25-0002)

WHEREAS, Tylluan 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 PRD, PLANNED RESIDENTIAL DEVELOPMENT, to PRD, PLANNED RESIDENTIAL DEVELOPMENT to be used in accordance with city zoning laws and state laws, which property is described as follows:

LOTS 13, 14, 15, 16, 17, 18, AND PART OF LOTS 5, 6, 19, AND 20 IN BLOCK 12; ALL OF LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 13, 14, 15 AND PART OF LOTS 10 AND 16 IN BLOCK 16, ALL IN W.A. BURKS ADDITION TO THE CITY OF BENTONVILLE, AS SHOWN IN PLAT RECORD BOOK A AT PAGES 81 AND 119, BEING PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 20 NORTH, RANGE 30 WEST, BENTON COUNTY, ARKANSAS; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A MAG NAIL AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 20 NORTH, RANGE 30 WEST;THENCE SOUTH 02°27'15" WEST ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, 105.68 FEET TO A 5/8” REBAR CAPPED WITH LS #1618 AT THE INTERSECTION OF SAID EAST LINE WITH THE SOUTH RIGHT OF WAY OF TIGER BLVD AND THE POINT OF BEGINNING;THENCE CONTINUING ALONG SAID EAST LINE, SOUTH 02°27'15" WEST, 571.32 FEET TO A POINT IN THE CENTER OF THE RIGHT OF WAY OF VALLEY ST. VACATED BY ORDINANCE 2019-139;THENCE NORTH 87°13'46" WEST ALONG SAID CENTER LINE, 212.09 FEET TO A POINT IN THE CENTER OF THE RIGHT OF WAY OF VALLEY ST. VACATED BY ORDINANCE 2018-133;THENCE NORTH 02°23'56" EAST ALONG SAID WEST LINE 25.04 FEET TO A 5/8” REBAR CAPPED WITH LS #1304 AT THE SOUTHWEST CORNER OF LOT 1, BLOCK 16;THENCE NORTH 87°14'23" WEST ALONG THE NORTH RIGHT OF WAY OF NE VALLEY ST., A DISTANCE OF 205.55 FEET TO A 5/8” REBAR WITH CAP LS #1618 IN THE CENTER OF AN ALLEY VACATED BY ORDINANCE 2004-219;THENCE NORTH

02°27'15" EAST ALONG THE CENTER OF SAID VACATED ALLEY 200.00 FEET TO THE SOUTHEAST CORNER OF LOT 5, BLOCK 12;THENCE NORTH 87°13’46” WEST ALONG THE SOUTH LINE OF SAID LOT 5, A DISTANCE OF 155.86 FEET TO A FOUND 5/8” REBAR CAPPED WITH LS #1618;THENCE LEAVING SAID SOUTH LINE, NORTH 52°27’37” EAST A DISTANCE OF 154.57 TO A POINT ON THE NORTH LINE OF LOT 6, BLOCK 12 AND FOUND 5/8” REBAR CAPPED WITH LS #1618;THENCE SOUTH 87°13’46” EAST ALONG SAID NORTH LINE, TO A DISTANCE OF 37.43 FEET TO A FOUND 5/8” REBAR CAPPED WITH LS #1304 IN THE CENTER OF AN ALLEY VACATED BY ORDINANCE 2004-219;THENCE NORTH 02°27’15” EAST ALONG SAID CENTER LINE, A DISTANCE OF 30.39 FEET TO A FOUND 5/8” REBAR CAPPED WITH LS #1618 AND THE SOUTH RIGHT OF WAY OF NW TIGER BLVD.;THENCE NORTH 52°27'37" EAST ALONG SAID SOUTH RIGHT OF WAY, 203.43 FEET TO THE NORTHEAST CORNER OF LOT 20, BLOCK 12;THENCE SOUTH 87°13'47" EAST, ALONG A PORTION OF FILLMORE ST. VACATED BY ORDINANCE 2020-7 A DISTANCE OF 50.02 FEET TO A FOUND 5/8” REBAR CAPPED WITH LS #1618 AND THE NORTHWEST CORNER OF LOT 9, BLOCK 16;THENCE NORTH 74°17'04" EAST 157.69 FEET TO THE NORTHEAST CORNER OF LOT 10, BLOCK 16;THENCE NORTH 63°42'51" EAST 70.66 FEET TO THE POINT OF BEGINNING; CONTAINING 205,571 SQUARE FEET, OR 4.72 ACRES, MORE OR LESS;

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held May 6, 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 PRD, PLANNED RESIDENTIAL DEVELOPMENT, to PRD, PLANNED RESIDENTIAL DEVELOPMENT.

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

Section 1: That the above described real property is hereby changed from its present zoning classification of PRD, PLANNED RESIDENTIAL DEVELOPMENT, to PRD, PLANNED RESIDENTIAL DEVELOPMENT to be used in accordance with the city zoning laws and state laws;

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

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

PASSED AND APPROVED this_____ day of _____, 2025.

APPROVED:

_____
Stephanie Orman, Mayor

ATTEST:

_____
Malorie Marrs, City Clerk