



**City Council
Meeting Agenda
May 27, 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 27, 2025: [Registration Link](#)

Council Questions/Discussion Concerning the Business Meeting

Call to Order

Pledge of Allegiance

Moment of Silence

Roll Call

Approval of Minutes: May 13, 2025

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

- 1. Proclamation Recognizing May as "ALS Awareness Month" Proclamation**
Proclamation recognizing the month of May as "ALS Awareness Month." ALS Awareness Month helps people understand the harsh reality of living with ALS, honors those affected, and supports efforts to find a cure.
- 2. Proclamation Recognizing "Emergency Medical Services Week" Proclamation**
Proclamation proclaiming May 18-24, 2025, as "Emergency Medical Services Week," with the theme "We Care. For Everyone."

3. **Ordinance Authorizing a Waiver of Bid to Purchase a 2024 E-One Pumper for Fire Station 8** **Ordinance***

An Ordinance authorizing a budget adjustment in the amount of \$999,000.00 to purchase a 2024 E-One Pumper for Station 8, to be used as a temporary replacement for Engine 3, and declaring one (1) 2000 E-One 75' HP as surplus to be traded in towards the purchase. A budget adjustment is needed to appropriate impact fees.
4. **Resolution Approving the Outside Counsel Retention Policy** **Resolution**

A Resolution approving the Outside Counsel Retention Policy which governs selection of outside legal counsel and management of the contract. No budget adjustment is needed.
5. **Resolution Approving an Amendment & Budget Adjustment Related to 2024 Financial Audit** **Resolution**

A Resolution approving an amendment to the 2024 audit agreement with Forvis, for the audit of 4 additional federal programs, in the amount of \$40,000.00. A budget adjustment is needed.
6. **Resolution Approving the Extension of Artworks Displayed at City Hall** **Resolution**

A Resolution extending the temporary display of artworks titled "Hawksbill Crag" and "Roark Bluff" by photographer Tim Ernst on public property in City Hall at no cost to the city. No budget adjustment is needed.
7. **Resolution Authorizing the Repair of Monarch and Dandelion Artwork in Orchards Park** **Resolution**

A Resolution authorizing the Mayor and City Clerk to enter into an agreement with Amanda Willshire to repair her artwork, Monarch and Dandelion located in Orchards Park, that was damaged as a result of the May, 2024 storm. A budget adjustment is needed.
8. **Resolution Entering into an Agreement for Renewal of Cyber Security Services** **Resolution**

A Resolution authorizing an agreement with Heartland Business Systems for renewal of cyber security services through participation in TIPS contract #220105. No budget adjustment is needed.
9. **Public Hearing and Ordinance Vacating a Street Right of Way (VAC25-0011)** **Ordinance***

Public Hearing and approval of Ordinance vacating Street Right of Way located at Lot 10, Block 1 of Demings Addition (VAC25-0011).
10. **Public Hearing and Ordinance Vacating a Street Right of Way (VAC25-0012)** **Ordinance***

Public Hearing and approval of Ordinance vacating Street Right of Way located at Lot 10, Block 1 of Demings Addition (VAC25-0012).
11. **Public Hearing and Ordinance Vacating a Utility Easement (VAC25-0014)** **Ordinance***

Public Hearing and approval of Ordinance vacating a Utility Easement Vacation located at Lot 4 of Dimmit Addition (VAC25-0014).
12. **Resolution Setting a Public Hearing for a Utility Easement Vacation (VAC24-0012)** **Resolution**

Approve Resolution to set Public Hearing for June 10, 2025 for a Utility Easement Vacation located at Lot 11 of Crystal Bridges Museum Addition (VAC24-0012).

13. **2025 Street Department Pavement Management Program** **Informational**
Presentation of the Pavement Management Program.
14. **Resolution to Award Bid IFB 25-30 Memorial and Citizens Park Tennis Court Resurfacing** **Resolution**
A Resolution authorizing the Mayor and City Clerk to enter into an agreement with Generation Sport Construction LLC, for the resurfacing of Courts 1-8 at Memorial Park and 5-8 at Citizens Park, in the amount of \$103,034.40. A budget adjustment is needed to reclassify these funds from Capital to O&M.
15. **Resolution to Amend a Contract with Nabholz Construction Services for Phillips Park Construction** **Resolution**
Resolution to amend a contract with Nabholz Construction Services in the amount of \$770,187.00 for additional construction work at Phillips Park. A budget adjustment is needed to reallocate impact fees.
16. **Resolution Authorizing an Amended GMP Agreement with Flintco for Dave Peel Park/Plaza** **Resolution**
A Resolution authorizing Mayor and City Clerk to enter into an amended GMP agreement with Flintco, in the amount of \$11,782,900.00, for the construction of Dave Peel Park / Plaza as part of Parks and Recreation's Quilt of Parks Project. This is funded with grant monies, bond proceeds, and A and P funds. A budget adjustment is needed.
17. **Resolution Amending Agreement with Design Workshop for Construction Administration** **Resolution**
Resolution authorizing the Mayor and City Clerk enter into an amended agreement with Design Workshop, in the amount of \$247,000.00, for construction oversight and administration for Dave Peel Park. Needed budget adjustment was included on previous item.
18. **Resolution Approving Agreement with GTS, Inc. for Construction Materials Testing and Special Inspection Services** **Resolution**
A Resolution authorizing the Mayor and City Clerk to enter into an agreement with GTS, Inc. for Construction Materials Testing (CMT) and Special Inspection Services for the Dave Peel Park and Plaza, in the amount of \$90,695.00. Needed budget adjustment is included on previous item.
19. **Resolution Approving the Amended Consent Judgment and Decree** **Resolution**
A Resolution approving the Amended Consent Judgment and Decree between the City of Bentonville and BV Developer, LLC, which was assigned the rights of Cooper Realty Investments, LLC. No budget adjustment is needed.

II. Utility Board

1. **Informational Item about Electric Cost of Service Study** **Informational**

Further discussion about the Electric Cost of Service Study results.

2. **Ordinance Modifying Large Power Billing Process for Campus Billing** **Ordinance***

An Ordinance modifying the large power billing process until the Electric Rate Schedule is modified to include a Campus Billing category. Utility Board approved 3-0. No budget adjustment is needed.

3. **Ordinance Waiving Competitive Bidding to Purchase 15 kV Substation Switches** **Ordinance***

An Ordinance waiving the requirements of competitive bidding to purchase 15 kV substation switches for \$54,450.00 plus applicable tax in order to maintain the same make/style of switches that have been installed for the last 10 years. Utility Board approved 3-0. No budget adjustment is needed.

III. Planning

1. **Final Plat - Walnut Grove Subdivision Phase 3** **Ordinance***
- Along SW Crabapple St, east of Barron Rd (FP25-0007)

The Planning Commission voted 7-0, recommending approval.

An Ordinance Accepting A Final Plat Of Lots 1 Through 77 Of Walnut Grove Subdivision, Phase 3 To The City Of Bentonville, Arkansas; And For Other Purposes.

2. **Lot Split - Part of Lot 2 of Corley's Addition - 707** **Ordinance***
SW 2nd ST (LS22-0067)

The Planning Commission voted 7-0, recommending approval.

An Ordinance Accepting A Lot Split Of Part Of Lot 2 Of Corley's Addition Creating New Lots 22 And 23 Of Corley's Addition And Accepting Dedicated Right Of Way To The City Of Bentonville, Arkansas; And For Other Purposes.

3. **Final Plat - Walmart Campus Subdivision Phase 17** **Ordinance***
- Between Customer and Excellence Drives, midway
between SE 8th and SE10th (FP25-0006)

The Planning Commission voted 7-0, recommending approval.

An Ordinance Accepting A Final Plat Of Lot 1 Of Walmart Campus Subdivision Phase 17 To The City Of Bentonville, Arkansas; And For Other Purposes.

4. **Final Plat - Walmart Campus Subdivision Phase 18** **Ordinance***
- Between MLK Pkwy and Integrity Drive, north of
SE 10th (FP25-0005)

The Planning Commission voted 7-0, recommending approval.

An Ordinance Accepting A Final Plat Of Lot 1 Of Walmart Campus Subdivision Phase 18 To The City Of Bentonville, Arkansas; And For Other Purposes.

5. **Final Plat - Woodlands Crossing Subdivision Phase** **Ordinance***
2 - East of Morning Star south of SW Rosemont
Ave (FP24-0017)

The Planning Commission voted 7-0, recommending approval.

An Ordinance Accepting A Final Plat Of Lots 1 Through 49 Woodlands Crossing Subdivision, Phase 2 To The City Of Bentonville, Arkansas; And For Other Purposes.

6. **Planned Unit Development - Central and Battlefield PUD Amendment - North East Corner of Central and Battlefield (PUD22-0002)** **Ordinance***

The Planning Commission voted 7-0, recommending approval.

An Ordinance Amending Ord 2023-091; And For Other Purposes.

7. **Rezoning - Scope Towers, LLC - R-1, Low-Density Single-Family Residential and A-1, Agriculture to C-3, Mixed-Use Commercial - 1703 SE J ST (RZ25-0020)** **Ordinance***

The Planning Commission voted 7-0, recommending approval.

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

IV. Other Business/Announcements/Comments

Adjournment

Public Comments Concerning Matters of City Related Business



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	5/27/2025	Submitted By:	Mayor Stephanie Orman
Phone:	479-271-5966	For Department(s):	Administration
Email:	sorman@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 May as "ALS Awareness Month"
Action Recommendation & Justification:	Proclamation recognizing the month of May as "ALS Awareness Month." ALS Awareness Month helps people understand the harsh reality of living with ALS, honors those affected, and supports efforts to find a cure.
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)

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
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):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

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PROCLAMATION

- WHEREAS:** Amyotrophic lateral sclerosis, also commonly known as Lou Gehrig's disease, is a progressive fatal neurodegenerative disease in which a person's brain loses connection with their muscles, slowly reducing a person's ability to walk, talk, eat, and eventually breathe; and
- WHEREAS:** People who have served in the military are more likely to develop ALS and die from the disease than those with no military service; and
- WHEREAS:** Securing access to new therapies, durable medical equipment, and communication technologies is of vital importance to people living with ALS; and
- WHEREAS:** The ALS Association is the largest philanthropic funder of ALS research globally and has committed more than \$154 million to support more than 550 projects across the United States and 18 other countries; and
- WHEREAS:** Clinical trials play a pivotal role in evaluating new treatments, enhancing quality of life, and fostering assistive technologies for those living with ALS; and
- WHEREAS:** The ALS Association is committed to accelerating the pace of discovery, fueled by the hope that one day ALS will be a livable disease for everyone, everywhere, until a cure can be found; and
- WHEREAS:** Amyotrophic Lateral Sclerosis Awareness Month provides an opportunity to increase public awareness of the dire circumstances of people living with ALS, acknowledge the terrible impact this disease has on those individuals and their families, and support research to eradicate this disease.

NOW, THEREFORE, I Stephanie Orman, Mayor of the City of Bentonville do hereby proclaim the month of May 2025, as "**ALS Awareness Month**" in the City of Bentonville, I call upon all to support ALS research, advocate for increased funding, and stand in solidarity with those affected by this relentless disease.

Given this 27th day of May 2025, in Bentonville, in the great State of Arkansas, in the United States of America.




Stephanie Orman, Mayor
City of Bentonville



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	5/27/2025	Submitted By:	Justin Scantlin
Phone:	(479) 271-3151	For Department(s):	Fire
Email:	jscantlin@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 "Emergency Medical Services Week"
Action Recommendation & Justification:	Proclamation proclaiming May 18-24, 2025, as "Emergency Medical Services Week," with the theme "We Care. For Everyone."
Additional Comments for Consideration (Optional):	
Amount for Approval:	\$

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

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

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

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PROCLAMATION

WHEREAS: Emergency Medical Services is a vital public service; and

WHEREAS: The members of emergency medical services teams are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and

WHEREAS: Access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

WHEREAS: The emergency medical services system consists of emergency physicians, emergency nurses, emergency medical technicians, paramedics, firefighters, first responders, educators, administrators and others; and

WHEREAS: The members of emergency medical services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills, and

WHEREAS: It is appropriate to recognize the value and the accomplishments of emergency medical services providers by designating Emergency Medical Services Week.

NOW, THEREFORE, I Stephanie Orman, Mayor of the City of Bentonville do hereby proclaim the week of May 18-24, 2025 as **"Emergency Medical Services Week"** in the City of Bentonville, Arkansas, with the theme "We Care. For Everyone." I encourage the community to observe this week with appropriate programs, ceremonies and activities.

Given this 27th day of May 2025, in Bentonville, in the great State of Arkansas, in the United States of America.


Stephanie Orman, Mayor
City of Bentonville





City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	5/27/2025	Submitted By:	Deputy Chief Kevin Boydston
Phone:	479-271-3151	For Department(s):	Fire
Email:	kboydston@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 Authorizing a Waiver of Bid to Purchase a 2024 E-One Pumper for Fire Station 8
Action Recommendation & Justification:	An Ordinance authorizing a budget adjustment in the amount of \$999,000.00 to purchase a 2024 E-One Pumper for Station 8, to be used as a temporary replacement for Engine 3, and declaring one (1) 2000 E-One 75' HP as surplus to be traded in towards the purchase. A budget adjustment is needed to appropriate impact fees.
Additional Comments for Consideration (Optional):	Purchase a 2024 E-One Pumper for \$1,044,000.00 utilizing impact fees. Trade in of a 2000 E-One 75'HP, Vin# 4EN3AAA81Y1001202, (-\$45,000.00). Total after credit is \$999,000.00. Engine 8 can be purchased now using impact fees at a savings to the City. It will temporarily replace Engine 3 until its planned permanent replacement in 2027. Insurance proceeds from the the totaled Engine 3 will be held and used towards the permanent replacement when budgeted.
Amount for Approval:	\$ 999,000.00

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

252020-49110	Transfer out - General	\$ 999,000.00	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
102020-39192	Transfer In - Impact/Capacity	\$	\$ 999,000.00
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
102020-47420	Vehicles	\$ 999,000.00	\$
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): Impact Fees

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

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Inter-office Memorandum

To: Chief Justin Scantlin
From: Deputy Chief Kevin Boydston
CC:
Date: May 15, 2025
Re: Station 8 Engine

Currently, we are minus a front-line engine due to an MVA on I-49, April 4, 2025. While the accident was faulted to the other driver, our 2012 E-One Engine has been declared a total loss. Engine 3 was valued at \$322,504.67 less a \$1,000 deductible with cost of repairs being estimated at \$460,936.11 taking up to two years to complete. This engine is currently in the CIP for a 2027 replacement to include a 30 month build time.

Currently, the engine for Station 8 is in the CIP for 2026 and scheduled to be purchased with impact fees. We have an opportunity to purchase Engine 8 from our distributor without the typical 30-month build time since they have a new engine available that meets our specifications at a cost of \$1,044,000.00. The engine currently available was constructed to match our current specifications to speed up construction runs on open purchase engines.

We recommend the purchase of the currently available engine utilizing available impact fees, saving the city a 30 month build time and cost increases. Having a stock engine that meets our fleet specifications is rarely experienced. Engine 8 will be used as a temporary replacement for Engine 3, until a permanent replacement is sourced and funded. The insurance proceeds from Engine 3 will be held and put towards the permanent replacement slated for 2027.

We also recommend declaring a 2000, E-One 75' HP as surplus to be used as a trade-in valued at \$45,000.00. This aerial is over 25 years old and is not capable of safely and dependably serving the city. Less trade-in value, the total needed from impact fees is \$999,000.00.



MEMORANDUM

PURCHASING AND COMPLIANCE DEPARTMENT

TO: ADMINISTRATION

FROM: Kelsi Frederick, Purchasing and Compliance Manager

DATE: May 27, 2025

SUBJECT: The purchase of a 2024 E-One Pumper for Fire Station 8

The Purchasing and Compliance Department has reviewed the request for the purchase of a stock E-One fire engine to be used as a temporary replacement for Engine 3, which was declared a total loss following a vehicle accident on April 4, 2025. The available unit matches existing fleet specifications and can be acquired without the standard 30-month build time, avoiding further delays and cost escalation.

The total cost of the engine is \$1,044,000.00. After applying a \$45,000.00 trade-in value for the surplus 2000 E-One 75' HP aerial unit, the total requested from impact fees is \$999,000.00. Purchasing has reviewed and supports the waiver of bid based on the urgency, cost savings, and availability of a replacement unit.

Please feel free to contact me with any questions.

Kelsi Frederick

(479) 271-3115

kfrederick@bentonvillear.com

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT TO PURCHASE A 2024 E-ONE PUMPER FOR FIRE STATION 8; DECLARING THE 2000 E-ONE 75' HP TO BE SURPLUS; AMENDING THE 2025 BUDGET TO APPROPRIATE IMPACT FEE MONIES FOR SAID PURCHASE; WAIVING COMPETITIVE BIDDING; PROVIDING FOR THE EMERGENCY CLAUSE; AND FOR OTHER PURPOSES.

WHEREAS, the Bentonville Fire Department can purchase a 2024 E-One Pumper for Fire Station 8 in the amount of one million forty-four thousand dollars (\$1,044,000.00);

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

WHEREAS, there is an immediate need to purchase this as it can be used as a temporary replacement for Engine 3 which was totaled in a motor vehicle accident;

WHEREAS, the 2000 E-One 75'HP should be declared surplus as it is no longer useful to the City and can be traded in on the purchase of the 2024 E-One Pumper for a trade-in credit of forty-five thousand dollars (\$45,000.00); and

WHEREAS, this purchase will be funded by impact fee monies.

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

Section 1: The Mayor and City Clerk are authorized to enter into an agreement for the purchase of a 2024 E-One Pumper for Fire Station 8 in an amount not to exceed nine hundred ninety-nine thousand dollars (\$999,000.00) after trade-in credit of forty-five thousand dollars (\$45,000.00);

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 2024 E-One Pumper for Fire Station 8;

Section 3: The 2000 E-One 75'HP (VIN#4EN3AAA81Y1001202) is no longer of use to the City and the same is hereby declared surplus property to be traded in for the purchase of the 2024 E-One Pumper for Fire Station 8;

Section 4: The 2025 Budget is hereby adjusted to appropriate nine hundred ninety-nine thousand dollars (\$999,000.00) from Account #252020-49110 - Transfer Out-General into Account #102020-39192 – Transfer In-Impact/Capacity;

Section 5: The 2025 Budget is further adjusted to transfer the same from Account #102020-39192 – Transfer In-Impact/Capacity into Account #102020-47420 – Vehicles;

Section 6 - 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 7 - 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 8 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Ordinance are repealed to the extent of such conflict.

PASSED this _____ day of _____, 2025.

APPROVED:

Stephanie Orman, MAYOR

ATTEST:

Malorie Marrs, CITY CLERK



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	5/27/2025	Submitted By:	Bonnie Bridges
Phone:	254-2036	For Department(s):	Legal
Email:	bbridges@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 Approving the Outside Counsel Retention Policy
Action Recommendation & Justification:	A Resolution approving the Outside Counsel Retention Policy which governs selection of outside legal counsel and management of the contract. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	The need for outside legal counsel has increased largely due to the number of land acquisition projects from the Transportation and Water Utility departments. Bentonville Municipal Code requires the Staff Attorney help with the selection of outside counsel and coordinates their activities. Having a standard policy ensures consistency across departments, managed expectations and outcomes, and a central point of expense oversight. This policy will be reviewed annually and updated as needed.
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)

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
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):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

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RESOLUTION NO. _____

**A RESOLUTION ADOPTING THE CITY OF BENTONVILLE
OUTSIDE COUNSEL RETENTION POLICY; AND FOR OTHER
PURPOSES.**

WHEREAS, the City's need to engage outside legal counsel has increased which necessitates the need for a policy to ensure compliance with the City of Bentonville Municipal Code and applicable State laws; and

WHEREAS, the Legal Department recommends the adoption of this Policy which will be reviewed annually and updated as needed.

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

Section 1: That the City of Bentonville Outside Counsel Retention Policy is adopted as shown in the attached Exhibit "A";

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

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

PASSED this _____ day of _____, 2025.

APPROVED:

STEPHANIE ORMAN, MAYOR

ATTEST:

MALORIE MARRS, CITY CLERK

EXHIBIT “A”



**CITY OF BENTONVILLE
OUTSIDE COUNSEL RETENTION POLICY**

Adopted:

May 27, 2025

Policy

This policy governs how the City of Bentonville (“City”) selects, retains, and oversees outside legal counsel. Pursuant to A.C.A. §19-11-801, competitive bidding shall not be used for the procurement of legal services. The City of Bentonville Municipal Code, Section 2-197, authorizes the Staff Attorney to help in the selection of outside legal counsel and coordinate the activities of outside legal counsel.

If necessary, the City may retain outside counsel to provide legal services for assistance with specialized areas of law, when a conflict of interest exists, or in limited circumstances, due to the Legal Department’s workload capacity. Nothing in this policy relieves the Staff Attorney from its job duties prescribed in the City’s Municipal Code or in its authorized job description. Retention of outside counsel shall comply with this policy as well as all applicable laws. Requests for outside counsel (“Outside Counsel Request”) are coordinated and managed by the Legal Department through the Staff Attorney.

No outside counsel will be retained or compensated by the City, without an executed retention agreement. The retention agreement must be approved by the Staff Attorney and specify the scope of services, the hourly billing rates for all counsel and associated support staff employed on the matter, and the management and coordination of services provided. Prior to City staff making an Outside Counsel Request, the Finance department must be consulted to ensure adequate funding. The Legal Department endeavors to annually select and retain outside counsel, through a formal process, for use by City staff on smaller projects or projects that are especially time sensitive.

Procedure

1. Before an Outside Counsel Request can be made, City staff must first confirm the availability and amount of funding with the Finance Department.

2. Once funding is established, the Staff Attorney will review the Outside Counsel Request and determine whether a formal process, such as a SOQ, RFQ, or RFP, will be utilized.

3. The decision to use a formal process will be based upon consideration of the following factors:

a. Whether the City has already retained outside counsel with expertise to represent the City on a matter;

b. Whether a previously retained firm represents the City on substantially similar matters;

c. Whether any previously retained firm has a conflict related to the matter or parties involved in the issue; and

d. Whether there is sufficient time, with respect to the request, to engage in a formal process or must outside counsel be retained immediately. Intentional or avoidable delay, which results in immediacy, will not be taken into consideration.

4. Pursuant to the guidelines in this Policy, the Staff Attorney will approve or deny the Outside Counsel Request. If the Staff Attorney determines that a formal process will be used for selection, the City's Purchasing and Compliance Policy's process will be followed. All outside counsel selected will enter into a professional services retention agreement drafted and approved by the Staff Attorney and executed by the Mayor. The agreement will be approved by the Bentonville City Council if applicable.

5. In the event it is necessary to retain new outside counsel with respect to a matter, and insufficient time exists to follow a formal process, complying with the City's Purchasing and Compliance Policy, the Staff Attorney may permit an informal selection process where proposals are requested from a limited number of qualified firms and a selection decision is made in an expedited manner. In such event, the Staff Attorney and appropriate City staff will review submissions and determine qualifications. Selection of outside counsel shall be made upon a determination of the Staff Attorney that the selection is in the best interests of the City, after due consideration of the information submitted by outside counsel indicating experience and qualification in similar matters, other reliable information known by the Staff Attorney, City Attorney, and appropriate City staff about the qualifications and skill of outside counsel, proposed fees, whether counsel has local offices, and other considerations as may be appropriate to the selection.

6. The Mayor has final authority as to the selection of outside counsel and approval or denial of an Outside Counsel Request.

7. All outside counsel bills or invoices must be reviewed by the Staff Attorney and City staff responsible for the project, prior to submission to Finance following the standard vendor payment process.

8. This Policy does not apply to the use of legal services pursuant to the City's membership in a formal organization; such as, the Arkansas Municipal League or Arkansas Municipal Power Association.



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	5/27/2025	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:	Resolution Approving an Amendment & Budget Adjustment Related to 2024 Financial Audit
Action Recommendation & Justification:	A Resolution approving an amendment to the 2024 audit agreement with Forvis, for the audit of 4 additional federal programs, in the amount of \$40,000.00. A budget adjustment is needed.
Additional Comments for Consideration (Optional):	For the 2024 audit year, the City has 5 major federal awards programs that are subject audit. Our annual contract with Forvis contains 1 major federal program, the number the City has previously averaged on an annual basis. The increase in number necessitates an amended agreement with Forvis with an increased cost. The cost will be shared among the funds necessitating the expanded audit.
Amount for Approval:	\$ 40,000.00

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

101040-43210	Professional Services	\$ 10,000.00	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
105030-43210	Professional Services	\$ 10,000.00	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
203810-43210	Professional Services	\$ 20,000.00	\$
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):

This will be funded from each fund's reserves.

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

April 3, 2025

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

The following documents the nature of our services beyond those contemplated in our contract dated March 3, 2025, with City of Bentonville, Arkansas.

Additional Procedures

Audit of four additional major federal awards programs not contemplated in the original contract. We will express opinions on your compliance with the types of compliance requirements described in the OMB Compliance Supplement that could have a direct and material effect to each of the four additional major federal award programs in accordance with the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Engagement Fees

The fee for our services will be \$7,000 to \$10,000 for each additional major program. These fees will be billed and are due on the same terms as those in our original contract.

Other Engagement Matters and Limitations

This addendum to our original contract serves to identify the additional services you have requested, but does not modify any other rights, restrictions, or agreements contained in that contract. These services will be performed based on the terms of that original agreement, except as otherwise indicated herein.

Contract Agreement

Please sign and return this contract to indicate your acknowledgement of, and agreement with, the arrangements for our services.

Forvis Mazars, LLP

Forvis Mazars, LLP

Acknowledged and agreed to as it relates to the entire contract on behalf of CITY OF BENTONVILLE, ARKANSAS.

BY _____
Honorable Stephanie Orman, Mayor

DATE _____

BY _____
Mr. Patrick Johndrow, Finance Director

DATE _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AMENDED AGREEMENT WITH FORVIS MAZARS, LLP, IN THE ADDITIONAL AMOUNT OF FORTY THOUSAND DOLLARS (\$40,000.00), FOR AN INCREASED SCOPE OF WORK TO COVER AUDITS OF FEDERAL AWARDS; AMENDING THE 2025 BUDGET TO FUND SAID AMENDMENT; AND FOR OTHER PURPOSES.

WHEREAS, the Bentonville Finance Department requests an expanded scope of work with the City's auditors to cover the increase in federal awards needing audited;

WHEREAS, the cost of this amendment is shared across the funds contributing to the increase in audited federal awards; and

WHEREAS, a budget adjustment is needed.

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

Section 1: The Mayor and City Clerk are authorized to enter into an amended agreement with Forvis Mazars, LLP, in the additional amount of forty thousand dollars (\$40,000.00), for an increased scope of work covering expanded federal award audits;

Section 2: The 2025 Budget is hereby adjusted to appropriate ten thousand dollars (\$10,000.00) from General Fund into Account #101040-43210 – Professional Services, ten thousand dollars (\$10,000.00) from General Fund into Account #105030-43210 – Professional Services, and twenty thousand dollars (\$20,000.00) from Street Fund into Account #203810-43210 – 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 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:	5/27/2025	Submitted By:	Shelli Kerr
Phone:	479-271-6822	For Department(s):	Planning/Public Art Advisory Committee
Email:	skerr@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 the Extension of Artworks Displayed at City Hall
Action Recommendation & Justification:	A Resolution extending the temporary display of artworks titled "Hawksbill Crag" and "Roark Bluff" by photographer Tim Ernst on public property in City Hall at no cost to the city. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	Oz Art NWA, the owner of the two pieces, offered to extend the display for another year. The Public Art Advisory Committee recommended approval to extend the display on April 22, 2025. The original proposal and addendum to the agreement are attached.
Amount for Approval:	\$

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

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

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

From: noreply@civicplus.com
To: [Shelli Kerr](#)
Subject: Online Form Submittal: Public Art Proposal
Date: Wednesday, April 3, 2024 1:18:58 PM

Public Art Proposal

Proposal for Public Art

Type of Proposal	Unsolicited Proposal
------------------	----------------------

Date	4/3/2024
------	----------

Is the project a collaboration among multiple artists?	No
--	----

Is the project curated by someone or an organization other than the artist?	Yes
---	-----

1) ARTIST INFORMATION

Complete this section with the primary artist's information. If this is a collaborative project with multiple artists, we will reach out for additional information on the other artists.

Name	OZ Art NWA
------	------------

Address	PO Box 2850
---------	-------------

City	Bentonville
------	-------------

State	AR
-------	----

Zip Code	72712
----------	-------

Email Address	emiller@ozartnwa.com
---------------	----------------------

Phone Number	4796162375
--------------	------------

Upload artist resume / CV	City hall.pdf
---------------------------	-------------------------------

Artist portfolio	City hall_1.pdf
------------------	---------------------------------

Artist website	Field not completed.
----------------	----------------------

2) CURATOR CONTACT INFORMATION

Complete this section with the primary contact of the curator of this project, if applicable. If the project is being submitted by the artist, proceed to Section 3) Artwork Details.

Name	<i>Field not completed.</i>
Title	<i>Field not completed.</i>
Organization Name	<i>Field not completed.</i>
Street Address	<i>Field not completed.</i>
City	<i>Field not completed.</i>
State	<i>Field not completed.</i>
Zip Code	<i>Field not completed.</i>
Email Address	<i>Field not completed.</i>
Phone Number	<i>Field not completed.</i>

3) ARTWORK DETAILS

Title of artwork	Hawksbill Crag and Roark Bluff
Medium	photo on canvas
Height	25
Width and depth	33
Can the artwork be scaled smaller or larger?	No
Description of artwork	See attached listing
Upload description of artwork	City hall_2.pdf
Upload image of artwork	City hall_3.pdf

4) INSTALLATION AND MAINTENANCE

Is the proposal for temporary or	Temporary
----------------------------------	-----------

permanent display?

If temporary, what is the requested display period?

1 year

Is the artwork already complete?

Yes

If yes, artwork is complete, is it currently on display?

No

If artwork is currently on display, when will it be available?

Field not completed.

If no, artwork is not complete, how much time is needed for fabrication?

Not applicable

Is the artwork best suited for indoor or outdoor display?

Indoor

Is a foundation required to install the artwork?

No

If a foundation is required, indicate the size and shape needed.

Field not completed.

Does the artwork require access to electricity?

No

Does the artwork require access to water?

No

What is the life expectancy of the artwork?

11 or more years

Are there any special maintenance needs for

No

this artwork?

If there are maintenance needs, please describe here.

Field not completed.

5) BUDGET & FUNDING

(a) Material costs 0

Describe materials costs. 0

(b) Production costs 0

Describe production costs. 0

(c) Installation costs 0

Describe installation costs. 0

(d) Total fabrication budget 0

(e) Artist's fee 0

(f) Travel costs 0

(g) Total budget 0

What is the planned funding for this proposal?

Private funding.

Email not displaying correctly? [View it in your browser.](#)



TIM ERNST
Hawksbill Crag, 2016
 Photo on canvas
 24.125 x 31.875 x 1.375 "
 Framed: 25.38 x 33.13 x 2 "
 ST2016-013



TIM ERNST
Roark Bluff, 2016
 Photo on canvas
 36.125 x 24 x 1.375 "
 Framed: 37.38 x 25.38 x 3 "
 ST2016-017





ELEVATOR ROOM



IN CASE OF FIRE
DO NOT USE
ELEVATORS
USE STAIRS

ADDENDUM TO PUBLIC ART AGREEMENT

TEMPORARY INSTALLATION

“Hawksbill Crag” and “Roark Bluff”

by Tim Ernst

I. **The Parties.** This addendum hereby becomes part of the public art agreement between the City of Bentonville, Arkansas, (“City”) and OZ Art, LLC (“Curator”) for *“Hawksbill Crag” and “Roark Bluff”* by Tim Ernst (“Artwork”) to be installed temporarily on public property in City Hall, 305 SW A Street, Bentonville, Arkansas (“Display Site”) dated April 30, 2024.

II. **Amendment(s).** City and Curator agree that the Agreement shall be amended as follows:

2. Display Period. The Display Period shall begin upon completion of installation which shall be no later than **June 1, 2024**, and shall remain on display until ~~May 31, 2025, May 31, 2026,~~ unless both parties agree to a longer display period.

All other terms and conditions of the Agreement shall remain the same. This Addendum shall go into effect on the date of the undersigned parties.

CURATOR:

Christine Franco, Vice President
OZ Art, LLC

Date

CITY OF BENTONVILLE:

Stephanie Orman, Mayor
City of Bentonville

Date

APPROVED AS TO FORM AND LEGALITY:

Bonnie Bridges, Staff Attorney
City of Bentonville

Date

RESOLUTION NO. _____

**A RESOLUTION EXTENDING THE TEMPORARY DISPLAY OF
ARTWORKS TITLED “HAWKSBILL CRAG” AND “ROARK BLUFF” BY
PHOTOGRAPHER TIM ERNST ON PUBLIC PROPERTY IN
BENTONVILLE CITY HALL AT NO COST TO THE CITY; AND FOR
OTHER PURPOSES.**

WHEREAS, Bentonville City Council endorsed the temporary installation of artworks titled “Hawksbill Crag” and “Roark Bluff” by photographer Tim Ernst on public property in City Hall at no cost to the city on April 23, 2024;

WHEREAS, Oz Art NWA, the owner of the artworks, offered to extend the display for another year; and

WHEREAS, the Public Art Advisory Committee recommended approval of the extension on April 22, 2025.

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

Section 1: That the City Council of the City of Bentonville, Arkansas hereby endorses the extension of the display of artworks titled "Hawksbill Crag" and "Roark Bluff" by photographer Tim Ernst on public property in City Hall;

Section 2: That Oz Art NWA, owner of the artworks, will continue to lend the artworks to the City of Bentonville for another year at no cost to the City;

Section 3: That Oz Art NWA, owner of the artworks, will be responsible for installing, insuring, maintaining, and deinstalling both artworks;

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

Section 5 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolutions 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:	5/27/2025	Submitted By:	Shelli Kerr
Phone:	479-271-6822	For Department(s):	Planning/Public Art Advisory Committee
Email:	skerr@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 Authorizing the Repair of Monarch and Dandelion Artwork in Orchards Park
Action Recommendation & Justification:	A Resolution authorizing the Mayor and City Clerk to enter into an agreement with Amanda Willshire to repair her artwork, Monarch and Dandelion located in Orchards Park, that was damaged as a result of the May, 2024 storm. A budget adjustment is needed.
Additional Comments for Consideration (Optional):	A portion of the funding comes from FEMA storm recovery money and the remainder will be be paid out of the 2025 Public Art Advisory Committee annual budget.
Amount for Approval:	\$ 34,430.00

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

101610-33110	Federal Direct Grant	\$	\$ 25,822.50
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
101610-43510	Promotional Activities	\$ (8,607.50)	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
101610-44430	Building/Ground Maintenance	\$ 34,430.00	\$
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):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

www.bentonvillear.com

Please Recycle!

Page 34 of 304

MEMO

To: Mayor Stephanie Orman and Bentonville City Council
From: Shelli Kerr, AICP, Comprehensive Planning Manager
On behalf of: Bentonville Public Art Advisory Committee
CC date: May 27, 2025
RE: Repair for *Monarch and Dandelion*



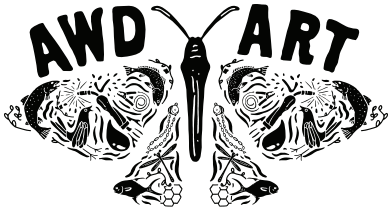
Request. A resolution authorizing the mayor and city clerk to enter into an agreement with Amanda Willshire to repair the *Monarch and Dandelion* sculpture in the amount of \$34,430.

Background. *Monarch and Dandelion* was created by Amanda Willshire and installed in Orchards Park in 2017. The artwork received significant damage from the May 2024 storm. The wings of the Monarch have collapsed, the colored glass inside the wings is broken in several places, and the bike wheels on the Dandelions have come off or been shifted. The Federal Emergency Management Agency (FEMA) has awarded the city up to 75% of repair costs.

Display Site. The artwork is located in Orchards Park. To make the repairs the artwork will have to be de-installed, repairs made off-site, and reinstalled in the same location.

Cost and Funding. The cost of the agreement is \$34,430. The FEMA award will pay 75% (\$25,822.50) and the remaining 25% (\$8,607.50) will be funded from the PAAC budget. Artist’s budget is attached.

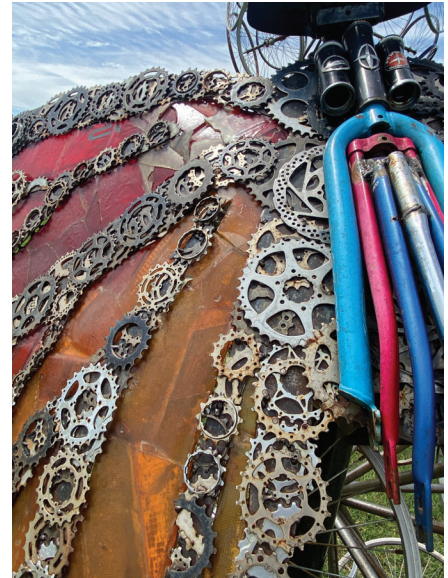
Original Installation	After storm
	



WWW.AWDART.COM

AMANDA@AWDART.COM

303-995-4224



The Monarch and Dandelions, Repair/Replace

The following is breakdown of a range of costs associated with the repair of Monarch & Dandelions which was damaged in the tornadoes that devastated Bentonville on May 26, 2024. This is a range based on photographs provided by the city. A closer inspection will be needed to give a more accurate quote.

Project Management**:	\$1000.00
Initial visit to site:	\$1250.00
DEINSTALLATION/REBUILD/REINSTALLATION	
Steel:	\$2400.00 ^a
Consumables:	\$100.00
Marine grade epoxy (upgrade from current epoxy):	\$600.00
Clear coat protectant (recoat everything):	\$1200.00
Electronics:	\$300.00
Labor (repair/rebuild):	\$7680.00
Labor (deinstallation/reinstallation, team of four):	\$7680.00
Labor (spray coating the entire sculpture):	\$1920.00
Boom lift rental:	\$2800.00
Generator rental:	\$1400.00
Travel and lodging:	\$4200.00
Workspace rental (or reach out to Amazeum?):	\$1400.00
Insurance:	\$500.00
Grand Total:	\$34,430.00

**** Project Management Includes:**

- Development of all materials required for a zoning permit in Bentonville.
- Submittal of all materials to zoning committee for approval.
- Correspondence with city officials to obtain permit prior to re-installation.
- Estimating and billing of project
- Coordination of all contractors required to complete the removal, rebuild and reinstallation of the project.

^a The price of steel subject to change.

PUBLIC ART REPAIR AND RESTORATION AGREEMENT
MONARCH AND BUTTERFLY BY AMANDA WILLSHIRE

THIS AGREEMENT IS ENTERED INTO THIS _____ (DATE) BY AND BETWEEN THE **CITY OF BENTONVILLE, ARKANSAS**, (HEREINAFTER THE “CITY”), AND **AMANDA WILLSHIRE** (HEREINAFTER “ARTIST”) TO REPAIR ***MONARCH AND BUTTERFLY*** (HEREINAFTER “ARTWORK”).

Sec. 1 Description of Artwork

The artwork to be repaired and restored by Artist shall consist of the existing sculpture *Monarch and Butterfly* currently displayed in Orchards Park in Bentonville, Arkansas.

Sec. 2 Artist Obligations

- (a) The Artist shall perform all services and furnish all supplies, material and/or equipment as necessary for the repair and restoration of Artwork at the Site in accordance with the specified schedule. Services shall be performed in a professional manner and in strict compliance with all terms and conditions of this agreement. Artist ensures that the workmanship is of the highest quality.
- (b) The Artist shall ensure that the Artwork is repaired to its original design and appearance, per the approved design in accordance with Attachment A. No modifications are authorized by the City.
- (c) The Artist shall follow all federal requirements in accordance with Attachment B.
- (d) The Artist shall arrange for the de-installation to conduct repair work and the re-installation of the Artwork in consultation with the City. If the Artist does not remove or re-install the Artwork themselves, the Artist shall supervise and approve the installation.
- (e) The Artist shall complete all repair work, including reinstallation, of the Artwork by the scheduled installation date and as provided in *Sec. 5 Installation*.
- (f) The Artist shall provide the City a written description of the manner in which the Artwork will be de-installed, repaired, and re-installed, including a statement of details addressing any preparatory work needed for the Site.
- (g) The Artist shall provide the required insurance in amounts and limits specified in *Sec. 13 Insurance*.
- (h) The Artist shall provide a maintenance manual with a description of all materials and products utilized in the Artwork and the required care and upkeep.
- (i) The Artist shall provide photographic documentation of the repair and final Artwork.
- (j) The Artist shall provide a Certificate of Authenticity verifying the origin and authenticity of the Artwork and shall include the artwork title, medium, dimensions, date of creation, and signature of the Artists.

Sec. 3 City Obligations

- (a) The City shall be responsible for providing the Artist, at no expense to the Artist, copies of existing designs, drawings, reports, list of permits, and other existing relevant data, if any, which is needed by Artist in order to perform.
- (b) The City shall be responsible for compliance with all applicable laws and regulations, including but not limited to zoning or environmental regulations, and shall explain any limitations imposed by such laws and/or regulations to the Artist.
- (c) The City shall coordinate and assist the Artist with the de-installation and re-installation at the Site.

Sec. 4 Start and Completion Dates

Unless the Artist is prevented from completing the repairs by an act or omission of the City or anyone employed or engaged by the City, either directly or indirectly, or by a cause beyond the Artist's control, the Artist shall undertake the repair and restoration of the Artwork, including any necessary preparation, on or before October 1 2025, and complete repairs and re-installation by December 15, 2025, unless otherwise agreed by the parties.

Sec. 5 Compensation

- (a) *Total Compensation.* The City shall pay the Artist for the de-installation, repair and restoration and re-installation of the Artwork as provided in this Agreement; however, in no event shall the Artist be paid an amount in excess of the sum of **Thirty-Four Thousand Four Hundred Thirty Dollars (\$34,430)**. This amount shall constitute full and complete compensation for the Artist's Work.
- (b) *Payment Schedule.* Payments shall be made to the Artist upon submission of a detailed invoice to the City, according to the following schedule:
 - (1) *First Payment.* Upon execution of this Agreement, the City shall pay the Artist an amount not to exceed **Seventeen Thousand Two Hundred Fifteen Dollars (\$17,215)**, one-half (1/2) of the total agreement amount, after the following requirements are met:
 - Both parties have signed this Agreement.
 - Artist provides the City a complete W-9.
 - Artist provides the City an invoice with the required invoice information in the amount of \$17,215.00.
 - (2) *Final Payment.* Upon re-installation and final acceptance by the City, the City shall pay the Artist the remainder, in an amount not to exceed **Seventeen Thousand Two Hundred Fifteen Dollars (\$17,215)**, after the following requirements are met:
 - Installation of the Artwork is complete.
 - City provides Artist a notice of acceptance in writing.
 - Artist provides the City an invoice with the required invoice information in the amount of \$17,215.00.

(c) *Detailed Invoices.* Invoices may be emailed to the contact person for the city identified in this agreement. Artists shall provide invoices to the City that include the following information:

- Full legal name of vendor (and dba name if applicable) that match the W-9 submitted.
- Vendor contact information and remittance address.
- Invoice date.
- Unique invoice number.
- Payment terms including discounts.
- Bill to: City of Bentonville, c/o Planning Department at 305 SW A Street, Bentonville, AR 72712.

Sec. 6 Insurance

Prior to the repair of the Artwork, the Artist shall procure and maintain such comprehensive general liability insurance as will protect the Parties, and each of their respective officers, agents, employees and subcontractors performing any of the work covered by this Agreement, from claims of damages for personal injury including accidental death, as well as from claims of property damages, which may arise from operations or work under this Agreement, whether such operations or work be by any of the Parties, or any of their respective officers, agents, employees or subcontractors performing any of the work during the life of this Agreement. The Artist understands that the City will not insure the Artwork during the repair process and that the Artist bears the risk of any loss or damage to the Artwork until the Artwork has been accepted by the City. The insurance policy procured shall name the City as an additional insured party and shall require a thirty-day cancellation notice.

Sec. 7 Completion and Acceptance

- (a) *Notification.* The Artist shall notify the City in writing when installation of the Artwork has been completed.
- (b) *Inspection.* The City shall inspect the Artwork within 10 business days after receiving notification pursuant to paragraph (a) to determine that the Artwork conforms with the Design.
- (c) *Deficiencies.* In the event that the City determines that the Artwork deviates with the Design, the City shall identify such deviations in writing within 15 days of examining the Artwork. The written notice shall indicate the number of days to make the necessary adjustments. The Artist shall not be penalized for any delay in the delivery and installation of the Artwork to the Site unless the Artist has willfully and substantially deviated from the Design without the prior approval of the City. The Artist shall be responsible for any expenses incurred in correcting such deviation.
- (d) *Notice of Acceptance.* In a determination of conformance, the City shall promptly notify the Artist of its final acceptance of the Artwork pursuant to paragraph (b) above. The effective date of final acceptance shall be the date the City submits written notice to the Artist of its final acceptance of the Artwork. The final acceptance shall be understood to mean that the City acknowledges completion of the Artwork in conformity with the Design, and that the City confirms that all services as required of both Parties by this Agreement prior to paragraph (c)

of this section have been completed.

- (e) *Photographic documentation.* Within 15 days after installation of the Artwork, the Artist shall furnish the City with the three digital, 300 dpi, JPG or PNG files, of the Artwork, labeled with the name of the Artwork and the date upon which the photograph was taken.
- (f) *Maintenance manual.* Within 15 days after installation of the Artwork, the Artist shall provide the City with written instructions for the appropriate maintenance and preservation of the Artwork along with product data sheets for any material or finish used. Artist must ensure that all maintenance requirements will be reasonable in terms of time and expense.

Sec. 8 Termination/Waiver of Damages

- (a) This Agreement may, at any time, be terminated for any reason upon five (5) days' notice to the other party. Should the City terminate this Agreement, Artist hereby releases the city, its officers, agents, representatives, and employees and waives any and all rights to any and all claims for damages, or otherwise, Artist may have with regard to the city's termination of this agreement, including without limitation, and actual and consequential damages.
- (b) *Compensation for work performed.* The City shall pay the Artist for all services satisfactorily performed and documented expenses reasonably incurred up to the effective date of termination. This includes compensation for completed phases or milestones, and for any partially completed work that can be reasonably documented and submitted.
- (c) *Return of Advance or Unused Funds.* If the Artist received any advance payment in excess of the amount earned as of the termination date, the unearned portion shall be promptly refunded to the City within thirty (30) days.
- (d) *No Additional Compensation.* Except as expressly provided above, the Artist shall not be entitled to any other compensation or damages by reason of termination, including for loss of anticipated profits or opportunities.
- (e) *Final Accounting.* Within ten (10) business days of termination, the Artist shall provide a final invoice detailing Services performed, expenses incurred, and any refundable amounts. The Municipality shall remit any outstanding payment due within thirty (30) days of receiving the final invoice, subject to verification and acceptance.
- (f) *Ownership of Work Upon Termination.* If terminated prior to completion, any work or materials paid for by the Municipality shall become its property. The Artist shall cooperate in transferring rights or physical materials as reasonably necessary.

Sec. 9 Indemnification

Artist shall defend, indemnify, save harmless, and exempt the city, its officers, agents, representatives, and employees from and against all lawsuits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees incident to the obligations and provisions of this agreement, the viewing of artwork by the public or any legal claims or actions arising out of a negligent act or omission of the city, their respective owners, officers, partners, agents, representatives, contractors, subcontractors, volunteers and employees. This Paragraph shall survive the termination of this Agreement.

Sec. 10 Force Majeure

Should either Party be prevented from complying with any obligation created under this Agreement, by reason of fire, flood, storm, act of God, governmental authority, labor disputes, war, or any other cause not enumerated herein but which is beyond the reasonable control of the Party whose performance is affected, then the performance of any such obligation is suspended during the period of, and only to the extent of, such prevention or hindrance, provided the affected Party exercises all reasonable diligence to remove the cause of the force majeure. The requirement that any force majeure be remedied with all reasonable diligence does not require the settlement of strikes, lockouts, or other labor difficulties by the Party involved.

Sec. 10 Governing Jurisdiction

This Agreement is governed by the laws of the State of Arkansas in the Circuit Court of Benton County.

Sec. 11 Default

In the event the Artist fails to comply with any of the provisions of this Agreement, the City shall have the following remedies, in addition to the City's other rights and remedies:

- (a) To immediately terminate this Agreement without any liability to the City as previously provided herein; and/or
- (b) To require the immediate cessation of the set-up, operation and/or removal of the Artwork.

Sec. 12 Miscellaneous Provisions

- (a) *No Third-Party Beneficiaries.* Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third-party beneficiaries by entering into this Agreement.
- (b) *Assignment.* This Agreement is not assignable without the prior written consent of the City.
- (c) *Notices.* Any notice provided or permitted to be given under this Agreement must be in writing and may be served by electronic mail, depositing same in the United States Mail, addressed to the party to be notified or by delivering the same in person to such party via a hand-deliver service. For purposes of notice, the addresses of the parties shall be as follows:

If to Artist, to

Amanda Willshire
 4885 Alcott Street
 Denver, CO 80221
amanda@awdart.com

If to the City, to:

Shelli Kerr, AICP
 Liaison to Public Art Advisory Committee
 City of Bentonville
 305 SW A Street, Bentonville, AR 72712
 479-271-6822
skerr@bentonvillear.com

- (d) *Entire Agreement.* This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the mutual written agreement of the parties hereto.
- (e) *Counterparts.* This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original. A separate signature will be deemed to constitute an original if properly executed.
- (f) *Authority to Execute.* The individuals executing this Agreement on behalf of the respective parties below represent to each other that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.
- (g) *Binding Effect.* This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns, as allowed herein.
- (h) *Severability.* In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective on the latest day as reflected by the signatures below.

Artist:**City of Bentonville:**_____
Amanda Willshire_____
Date_____
Stephanie Orman, Mayor
City of Bentonville_____
Date

**Approved as to
 Form and Legality:**

 Bonnie Bridges, Staff Attorney
 City of Bentonville

Date

Attachment A
Description of Artwork

Display Site Orchards Park along NE John Deshields Boulevard

Artist Amanda Willshire

Title The Monarch and the Dandelions

Type Sculpture

Medium Mixed media

Dimensions 18' x 12' x 15'

Images of Artwork



ATTACHMENT B
FEDERAL FUNDING COMPLIANCE

ARTICLE 1. REQUIRED CONTRACT PROVISIONS

1.01 Remedies.

- (1) In addition to all other remedies included in this contract, Contractor shall, at a minimum, be liable to the City for all foreseeable damages it incurs as a result of Contractor violation or breach of the terms of this contract. This includes without limitation any costs incurred to remediate defects in Contractor's services and/or the additional expenses to complete Contractor's services beyond the amounts agreed to in this contract, after Contractor has had a reasonable opportunity to remediate and/or complete its services as otherwise set for in this contract. All remedies provided for in this contract may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

1.02 Termination.

- (1) *Termination for Convenience by the City.* In compliance with 2 C.F.R. Part 200, Appendix II(B), the city reserves the right to terminate this Contract, without any penalty whatsoever, upon fifteen (15) calendar days' notice to the Contractor.
- (2) *Termination for Cause.* In compliance with 2 C.F.R. Part 200, Appendix II(B), if either party fails to perform a material obligation under this Contract, the other party may consider the non-performing party to be in default and may assert a default claim by giving the non-performing party a written and detailed notice of default. "Material" shall mean an essential term or obligation of this Contract. Except for default by a party for failing to pay any amount when due under this Contract, which must be cured within ten (10) calendar days after the receipt of written notice of default, the defaulting party will have will have ten (10) calendar days after receipt of the written notice of default to either (i) cure the default or (ii) if the default is not curable within ten (10) calendar days, to provide a written cure plan. The defaulting party will begin implementation of the cure plan immediately after receipt of written notice that the other party approves the plan. If the defaulting party fails to cure the default, the non-defaulting party may terminate any unfulfilled portion of this Contract. Upon termination of this Contract, each party shall pay to the other party any funds due under this Contract up to the date of termination. In the event of termination, all finished or unfinished drawings, surveys, and reports prepared by the Contractor shall, at the option of the City, become the City's property, and the Contractor shall be entitled to receive just and equitable compensation for services rendered in accordance with the Contract Documents up to the effective date of termination pursuant to the terms of the Contract Documents, as long as the

total payment to the Contractor does not exceed the maximum compensation identified in **Sec. 5 Compensation**.

ARTICLE 2. ADDITIONAL REQUIRED CONTRACT PROVISIONS

2.01 Nondiscrimination and Equal Employment Opportunity.

Pursuant to 41 C.F.R Part 60-1.4(b), during the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the

discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

2.02 Compliance with the Davis-Bacon Act.

When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

2.03 Compliance with the Copeland "Anti-Kickback" Act.

- (1) *Contractor*. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.
- (2) *Subcontracts*. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

- (3) *Breach.* A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

2.04 Compliance with the Contract Work Hours and Safety Standards Act.

- (1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$32 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- (3) *Withholding for unpaid wages and liquidated damages.*
- a. *Withholding Process.* The City of Bentonville may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this paragraph (b) on this contract, any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

- b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph (a)(2)(i) or (b)(3)(i) of this section, or both, over claims to those funds by:
 - i. A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
 - ii. A contracting agency for its reprocurement costs;
 - iii. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
 - iv. A contractor's assignee(s);
 - v. A contractor's successor(s); or
 - vi. A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907
- (4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (5) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (5) of this section. In the event of any violations of these clauses, the prime contractor, and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.
- (5) *Anti-retaliation.* It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
- a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
 - b. Filing any complaint, initiating, or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
 - c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
 - d. Informing any other person about their rights under CWHSSA or this part.

2.05 Rights to Inventions Made Under a Contract.

The Contractor shall comply with the provisions of 37 C.F.R. Part 401 regarding any invention or discovery (i) conceived or first actually reduced to practice in the performance of work under this Contract; and (ii) which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of plant which is or may be protectable under the Plant Variety Protection Act found at 7 USC § 2321. Contractors shall make required disclosures, make timely elections, and

take such actions as are required by federal law regarding inventions described in this paragraph. The provisions of this paragraph shall not apply to a contract made for educational purposes.

2.06 Clean Air Act and the Federal Water Pollution Control Act.

Clean Air Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to the City of Bentonville and understands and agrees that the City of Bentonville will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

Federal Water Pollution Control Act

- (1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the City of Bentonville and understands and agrees that the City of Bentonville will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

2.07 Suspension and Debarment.

- (1) This contract is a covered transaction for the purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters.
- (3) This certification is a material representation of fact relied upon by City of Bentonville. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to City of Bentonville, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

2.08 Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended).

- (1) Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

(2) Appendix A, 44 C.F.R. Part 18 – Certification Regarding Lobbying

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of

any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

2.09 Procurement of Recovered Materials, 2 C.F.R., Appendix II(J); and 2 C.F.R. §200.322.

- (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired –

1. Competitively within a timeframe providing for compliance with the contract performance schedule;

2. Meeting contract performance requirements; or

3. At a reasonable price.

- (2) Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>. The Contractor also agrees to comply with all other applicable requirement of Section 6002 of the Solid Waste Disposal Act.
- (3) The Contractor should, to the greatest extent practicable and consistent with the law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable.

2.10 Prohibition on Contracting for Covered Telecommunications Equipment or Services

- (1) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FAR 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment, as used in this clause—
- (2) Prohibitions.
- a. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain video surveillance and telecommunications equipment produced by Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for national security reasons.
 - b. Unless an exception in paragraph (3) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
 - i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - ii. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications

equipment or services as a substantial or essential component of any system, or as critical technology of any system;

- iii. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- iv. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(3) Exceptions.

- a. This clause does not prohibit contractors from providing—
 - i. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - ii. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- b. By necessary implication and regulation, the prohibitions also do not apply to:
 - i. Covered telecommunications equipment or services that:
 - 1. Are not used as a substantial or essential component of any system; and
 - 2. Are not used as critical technology of any system.
 - ii. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(4) Reporting requirement.

- a. In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (4)(b) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

- b. The Contractor shall report the following information pursuant to paragraph (4)(1) of this clause:
 - i. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - ii. Within 10 business days of submitting the information in paragraph (4)(b)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(5) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (5), in all subcontracts and other contractual instruments.

2.11 Domestic Preference for Procurements

The contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

2.12 Build America, Buy America Act (BABAA)

Contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the Build America, Buy America Act shall file the required certification to the City of Bentonville with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by FEMA. Contractors and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel,

manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that does not ensure compliance with BABAA domestic preference requirements. Such disclosures shall be forwarded to the recipient who, in turn, will forward the disclosures to the federal agency; subrecipients will forward disclosures to the passthrough entity, who will, in turn, forward the disclosures to the federal agency.

The undersigned certifies, to the best of their knowledge and belief, that:

The Build America, Buy America Act (BABAA) requires that no federal financial assistance for “infrastructure” projects is provided “unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States.” Section 70914 of Public Law No. 117-58, §§ 70901-52.

The undersigned certifies that for the Debris Monitoring and Disaster Recovery Consultant that the iron, steel, manufactured products, and construction materials used in this contract are in full compliance with the BABAA requirements including:

1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2. All manufactured products purchased with FEMA financial assistance must be produced in the United States. For a manufactured product to be considered produced in the United States, the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55% of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
3. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor’s Authorized Official

Name and Title of Contractor’s Authorized Official

Date

ARTICLE 3. RECOMMENDED CONTRACT PROVISIONS

3.01 Access to Records.

- (1) The Contractor agrees to provide the City of Bentonville, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide his authorized representatives access to construction or other work sites pertaining to the work being completed under the Contract.
- (4) In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the (insert name of the recipient or subrecipient) and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

3.02 Changes/Modifications.

- (1) *Contract.* Any modification to this Contract shall be in writing, signed by all parties to the Contract.
- (2) *Contract Price.* The total Contract Price plus shall not be increased without the prior approval of the Bentonville City Council in the form of a Council resolution and prior written approval signed by the City's Mayor.
- (3) *Change Order.* The City of Bentonville may, at any time, as the need arises, order changes in the scope of the Work without invalidating the Contract, provided, the cost of the change, modification, change order, or constructive change is allowable, allocable, within the scope of grant or cooperative agreement, and reasonable for the completion of project scope. Any changes to the Work shall be set forth in writing in a Change Order signed by the Mayor or the Mayor's designee. If such changes increase or decrease the time required for performance of the Work, an equitable adjustment may be authorized by a Change Order signed by the Mayor and approved by the Bentonville City Council, if necessary or required.
- (4) *Modification.* No conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary the terms or conditions of this Contract shall be binding unless hereafter made in writing and signed by the party to

be bound, and modification shall be effected by the acknowledgment or acceptance of any forms containing terms or conditions or variance with or in addition to those set forth in this Contract.

3.03 Non-Use of DHS Seal, Logo, and Flags.

The contractor must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.

3.04 Compliance with Federal Law, Regulations, and Executive Orders.

This is an acknowledgement that financial assistance will be used to fund all or a portion of the Contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, policies, procedures, and directives.

3.05 No Obligation by the Federal Government.

The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the Contract.

3.06 Program Fraud and False or Fraudulent Statements or Related Acts.

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

3.07 Affirmative Socioeconomic Steps

The Contractor is encouraged to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms are considered when possible.

3.08 License and Delivery of Works Subject to Copyright and Data Rights

The Contractor grants to the City of Bentonville, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the City of Bentonville or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17

U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the City of Bentonville data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the City of Bentonville.

3.09 Build America, Buy America Act Preference

Contractors and subcontractors agree to incorporate the Buy America Preference into planning and design when providing architectural and/or engineering professional services for infrastructure projects. Consistent with the Build America, Buy America Act (BABAA) Pub. L. 117-58 §§ 70901-52, no federal financial assistance funding for infrastructure projects will be used unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States.

3.10 Creating Good Jobs

Pursuant to FEMA Information Bulletin No. 520, the contractor will comply with all applicable federal labor and employment laws. To maximize cost efficiency and quality of work, the contractor commits to strong labor standards and protections for the project workforce by creating an effective plan for ensuring high-quality jobs and complying with federal labor and employment laws. The contractor acknowledges applicable minimum wage, overtime, prevailing wage, and health and safety requirements, and will incorporate Good Jobs Principles wherever appropriate and to the greatest extent practicable.

3.11 Buy Clean

The City of Bentonville encourages the use of environmentally friendly construction practices in the performance of this Agreement. In particular, the City of Bentonville encourages that the performance of this agreement include considering the use of low-carbon materials which have substantially lower levels of embodied greenhouse-gas emissions associated with all relevant stages of production, use, and disposal, as compared to estimated industry averages of similar materials or products as demonstrated by their environmental product declaration

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH AMANDA WILLSHIRE, IN THE AMOUNT OF THIRTY-FOUR THOUSAND FOUR HUNDRED THIRTY DOLLARS (\$34,430.00), TO REPAIR PUBLIC ARTWORK; AMENDING THE 2025 BUDGET TO FUND SAID AGREEMENT; AND FOR OTHER PURPOSES.

WHEREAS, two pieces of public artwork, Monarch and Dandelion, located in Orchards Park were damaged as a result of the May, 2024 storm;

WHEREAS, the original artist is available to perform the repairs; and

WHEREAS, funding for the repairs comes from FEMA storm monies and the Public Art Advisory Committee budget.

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 Amanda Willshire, in the amount of thirty-four thousand four hundred thirty dollars (\$34,430.00), to repair artworks Monarch and Dandelion in Orchards Park;

Section 2: The 2025 Budget is hereby adjusted to recognize twenty-five thousand eight hundred twenty-two dollars and fifty cents (\$25,822.50) into Account #101610-33110 – Federal Direct Grant and appropriate the same into Account #101610-44430 – Building/Ground Maintenance;

Section 3: The 2025 Budget is further adjusted to appropriate eight thousand six hundred seven dollars and fifty cents (\$8,607.50) from Account #101610-43510 – Promotional Activities into Account #101610-44430 – Building/Ground Maintenance;

Section 4 - Severability Provision: If any part of this Resolution 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 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:	5/27/2025	Submitted By:	Dennis Hayes
Phone:	479-271-3127	For Department(s):	Information Technology
Email:	dhayes@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 Entering into an Agreement for Renewal of Cyber Security Services
Action Recommendation & Justification:	A Resolution authorizing an agreement with Heartland Business Systems for renewal of cyber security services through participation in TIPS contract #220105. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	Use of a purchasing cooperative is allowed pursuant to Arkansas State Statute 19-11-249 as the awarded contract has already gone through a competitive bid process. Participation in a Co-Op contract is allowed after Purchasing has determined that the solicitation is in line with the City's Purchasing Policy. This is a budgeted item with funding in IT & Utility Billing Accounts (43310)
Amount for Approval:	\$ 197,968.00

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
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):

This cost is split between utilities and general fund.

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

www.bentonvillear.com

Please Recycle!

Memo

To: Mayor Stephanie Orman, City Council

From: Dennis Hayes, IT Director

cc: Patrick Johndrow, Finance Director; Bonnie Bridges, Staff Attorney; Kelsi Frederick, Purchasing Manager.

Date: 5/20/2025

Re: Resolution to enter Into an agreement with Heartland Business Systems for renewal of Cyber Security Services

Attached is the service agreement from Heartland Business Systems who partners with Artic Wolf to provide managed cyber security monitoring detection and response. This service is part of the IT Department's initiative to protect our assets and data from cybersecurity threats.

This memorandum serves to formally justify the continuation of cybersecurity services with Arctic Wolf for Managed Detection and Response (MDR)

Services provided in four main categories for 2025 Agreement:

- Managed Detection and Response (Real time monitoring of city network for cyber threats).
- Managed Risk (Network scans to find potential issues and vulnerabilities).
- 1 Year of system log files
- Professional services for creating documentation and processes for cyber security.

This is our fourth year of use, and we are finding the services excellent and a huge benefit to the city.

Justifications

Competitive Bidding

Arctic Wolf & HBS Services are provided through the TIPS cooperative purchasing program, which has already met competitive bidding requirements in accordance with state procurement laws.

Proven Performance and Familiarity with Our Environment

Arctic Wolf has developed detailed institutional knowledge of our systems, users, and operational workflows. This familiarity allows for faster and more accurate threat detection and response. Transitioning to a new vendor would result in the loss of this contextual understanding and introduce unnecessary risk during the onboarding period.

Seamless Integration with Existing Systems

Arctic Wolf's services are deeply integrated with our current infrastructure, including cloud-based email, endpoints, and on-premise assets. Their telemetry, log collection, and alerting systems are fully configured and operational. Replacing these would involve considerable time (months), resources, and the potential for service gaps.

Operational Continuity and Risk Minimization

Given the constant and evolving nature of cybersecurity threats, continuity is critical. Switching vendors at this time would result in service disruption and create a gap in our incident response capabilities. Arctic Wolf provides a continuous and stable security posture that supports our operational needs.

Given the critical nature of cybersecurity, the established performance of Arctic Wolf and HBS, and the risks associated with service disruption or onboarding a new provider, it is in the best interest of the city to continue the current relationship. As such I recommend proceeding with the renewal of services with Arctic Wolf and HBS.

Respectfully,

Dennis Hayes
IT Director

City of Bentonville

Budget Allocation – Cyber Security Services

IT – 101050 43310 \$99,000

Change Projection	Add Detail	Copy Detail	Delete Detail	Mass Delete Details	Attach	Excel Export	E-mail Link	Account Central	Project Master	Project Budget	Budget Reports	Budget Scenarios	Monthly Amounts	Return
Accounts 22 < 1 > Details 59														
101050 -43310 - Technical/Data Processing														
101060 -43310 - Technical/Data Processing														
101210 -43310 - Technical/Data Processing														
101610 -43310 - Technical/Data Processing														
101630 -43310 - Technical/Data Processing														
Year	Period	Line	Description	Amount	Quantity	Unit Cost	U							
2025	1	20	PCI Scan Renewal	500.00	1.00	500.00								
2025	1	30	PDQ Software	4,500.00	1.00	4,500.00								
2025	1	40	Questys Support	8,100.00	1.00	8,100.00								
2025	1	50	Server Extended Warranties	3,500.00	1.00	3,500.00								
2025	1	60	Crescent Link Software	7,750.00	1.00	7,750.00								
2025	1	70	Cyber Security Monitoring &...	99,000.00	1.00	99,000.00								

Utility Billing - 503530 43310 \$99,000

Change Projection
 Add Detail
 Copy Detail
 Delete Detail
 Mass Delete Details

Attach

Excel Export
 E-mail Link

Account Central
 Project Master
 Project Budget
 Budget Reports
 Budget Scenarios
 Monthly Amounts

Return

Accounts 22

102020 -43310 - Technical/Data Processing	
105020 -43310 - Technical/Data Processing	
105030 -43310 - Technical/Data Processing	
105050 -43310 - Technical/Data Processing	

< 1 >

Details 57

2025	1	210	Cisco Network Maintenance	30,950.00	1.00	30,950.00
2025	1	220	City Website Monitoring & R...	3,000.00	1.00	3,000.00
2025	1	230	Civic Plus Maintenance	5,500.00	1.00	5,500.00
2025	1	240	Cloud Backup Storage	8,000.00	1.00	8,000.00
2025	1	250	Civic Plus Civic Clerk	14,364.00	1.00	14,364.00
2025	1	260	Cyber Security Monitoring &...	99,000.00	1.00	99,000.00

Statement of Work

City of Bentonville

**VIRTUAL CHIEF INFORMATION
SECURITY OFFICER (VCISO)**

SOW Prepared By:

Sam Karnatz
Senior Solutions Consultant
Heartland Business Systems, LLC
Fayetteville, AR Office
Phone: 479-332-6952
skarnatz@hbs.net

Trisha Hoffman
Cybersecurity Service & Sales
Support Specialist
Heartland Business Systems, LLC
CybersecurityService@hbs.net



Overview

This Statement of Work (“SOW”) reflects the services and material to be provided by Heartland Business Systems, LLC, (hereinafter referred to as “HBS”) for City of Bentonville (hereinafter referred to as “Customer”).

HBS aligns our customers’ business objectives with technology. We help our customers achieve their full potential by providing end-to-end customized technology solutions backed by a local team of highly skilled experts. With 14 offices throughout the Midwest, HBS serves small business to enterprise customers in virtually all industries.

Our Cybersecurity Practice has three dedicated and experienced teams to provide:

- **Incident Response** – Incident Response Agreements, Penetration Testing, Vulnerability Assessments, Digital Forensics, and a wide range of technical security solutions.
- **Governance, Risk, and Compliance** – Security Risk Assessments, Virtual CISO, BC/DR/IR Planning, Tabletop Exercises, Policy and Procedure writing, IT Audits, Vendor Management, Risk Management, Compliance and Readiness Consulting, and cybersecurity mitigation.
- **Security Operations Center (SOC)** – Managed XDR, Managed EDR, Managed Vulnerability Scanning, Managed Security Awareness Training and other security operations solutions.

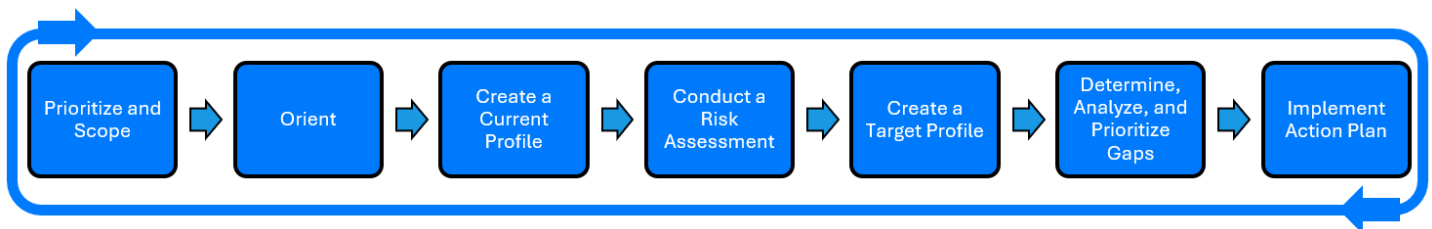
Scope

HBS will provide the following services (hereinafter referred to as the “Scope”):

Virtual Chief Information Security Officer (vCISO)

The HBS vCISO service provides a senior cyber professional who partners with and provides cybersecurity leadership and guidance to your organization. As your vCISO, HBS will help strengthen your organization’s security program by guiding, developing, and executing a plan that addresses your unique security needs while enhancing the overall risk response and security posture. The overall goal of the vCISO engagement is to assist Customer in meeting security expectations, implement and grow the information security program, meet compliance requirements (regulatory or best practices), and ensuring that the organization creates an informative and robust information security program that meets the organizations risk appetite.

The role of a vCISO may encompass various responsibilities such as the evaluation of the organization's security posture, identification of vulnerabilities, and creation of strategies to mitigate risks and mature the organization. Your vCISO will be flexible and is able to adapt to the evolving cybersecurity landscape, offering tailored solutions to address Customers specific needs. Additionally, they bring an array of experience from working across different industries, providing diverse perspectives and insights that benefit the organization's security posture, and are backed by an entire cybersecurity team.



Through recurring meetings, the goal of the vCISO is to serve as a strategic partner, helping Customer navigate complex cybersecurity challenges. As part of the ongoing consultation and guidance provided for the buildout of the information security program, the HBS Senior Information Security Consultant / vCISO is able to help create and enhance the following aspects for Customer:



- **Risk Management** – Assist in the creation of a comprehensive Information Security and Risk Management Program. Identify, assess, and prioritize potential risks to the organization's security and develop strategies to mitigate these risks, considering factors such as vulnerabilities in systems, evolving threat landscapes, regulatory requirements, and business objectives. Provide guidance and assist Customer with compliance with relevant laws, regulations, and industry standards. Establish governance frameworks and perform and/or oversee audits to ensure the organization meets required security standards and maintains a strong ethical and legal standing. This may include performing an IT general controls audit or an IT risk assessment based off of a standardized and widely accepted framework.
- **Governance and Compliance** – Update and/or develop incident response plans to effectively address security issues or incidents. This may include establishing plans, processes, protocols and workbooks for detecting, containing, and responding to cyber threats. Other activities could include performing tabletop exercises, and creating and implementing security policies, procedures, and controls to minimize risk exposure.
- **Security Consulting** – Provide general consulting services on standards set forth by data privacy laws, safeguarding of customer data, health care laws, or other regulations that apply to the organization. Foster a culture of cybersecurity awareness throughout the organization by assisting with the development/enhancements of the training programs, conducting workshops, workforce development and awareness campaigns to educate employees about best practices, potential threats, and their role in maintaining a secure environment. Assist with the creation of a third-party risk management program and conduct vendor due diligence reviews. Provide guidance and assistance towards data management and data classification standards.
- **Technical Assessments & Technology Implementation Guidance** – Assist with the evaluation and deployment of security technologies that align with the organization's needs. Stay updated on emerging cybersecurity trends, innovations, and threats, adopting new technologies or upgrading existing ones to stay ahead of potential risks.

Deliverables

The following are the deliverables HBS will provide to Customer (herein referred to as “Deliverables”) for this Project: Any change to the Deliverables listed below will require a Change Order.

#	Deliverable	Contracted Hours
1	vCISO to perform security related tasks and projects as defined during the engagement.	48

Out of Scope

The following areas are considered out-of-scope for this SOW:

- Onsite engagement and travel.
- Security Incident response of any kind.
- Work outside of normal business hours (8am-5pm CST)
 - Afterhours work is billed at 1.5 times the normal billable rate.
- Witness Testimony – participation as a witness in any civil, criminal, or administrative court proceeding, including depositions, interviews, and attorney conferences, is limited to 16 hours per year.
- Security Operations Center services of any kind.
- Security Engineering services of any kind.
- Project management is not included in this project.



Customer Responsibilities:

- Make appropriate personnel available for meetings and interviews as required.
- Make all appropriate and requested documentation available in a timely fashion.
- Provide documentation and knowledge transfer of supporting policies and procedures.
- Provide cyber insurance policy documentation, where applicable.
- Provide technical documentation and topographical maps of the network and data infrastructure, where applicable.
- Provide an inventory of business-critical processes, software, and technical assets.
- Coordinate data gathering and scheduling efforts with internal stakeholders.
- Provide access to technical systems, where necessary.
- Assistance with testing and validation.

Heartland Business Systems Responsibilities:

- Will inform the designated customer representative or project lead of the timeframe(s) for project launch, analysis, and deliverables.
- Will assign a senior consultant to act as the engagement manager and be available for communication with the customer during the length of the engagement.
- Will provide final reports, as outlined in the scope.

Pricing

Customer agrees to compensate HBS for providing the Deliverables as stated in Quote #370240.

Service and equipment identified in this SOW does not include any taxes that may be applicable. Any such taxes shall be specified on an invoice as a separate line item.

The term of this agreement is for a full 12-month period. Customer agrees to pay the full amount of services for 12 monthly payments.

For existing HBS Security Center customers that are renewing their service, this agreement begins upon the completion of the current agreement's term which ends on 6/12/25. The Effective Date and billing terms for this agreement will be co-terminus with the Arctic Wolf Subscription.

Customer may elect to add additional hours as needed on a Time & Material or a project basis for services above and beyond the identified time, role, or responsibilities of this agreement.

This engagement will cease at the completion of the contract. If more hours were consumed than contracted for at the end of this engagement, an invoice will be sent for the overage at the standard Time & Material Rate for the Cybersecurity Consultant VII work role. Hours must be utilized within the engagement term.

Change Management

Additional products and services beyond the In-Scope deliverables listed above are considered out of scope and require a Change Order executed by the parties before any such work can be performed. Any additions, deletions, or modifications to the Agreement, regardless of change to project value, require a Change Order.



Additional Requirements and Conditions

- HBS and Customer will both ensure that adequate resources, for which each respective party is responsible, are available when needed throughout the duration of this engagement. The timely completion of this engagement will depend on the availability of the necessary Customer personnel.
- Engineer, Inside Sales Rep, Solutions Consultant shall provide updates to Customer regarding the project. Inside Sales Rep, Solutions Consultant shall be the Customer's primary contact for any questions regarding billing.
- Any potential dependencies discovered prior to or during implementation will be communicated to Customer and HBS to determine impact to the timing, scope and pricing for the project, and the parties shall utilize the Change Order process as necessary.

Working Conditions and Access

The items listed below shall apply to the extent applicable:

- Customer will provide a Single Point of Contact with decision making ability to interface with HBS. This person is responsible for signing off on Scope of Work and Change Order documents throughout the project.
- Customer will provide Subject Matter Experts (SMEs) when required by project personnel and/or project activities. If delays in the project timeline are a result of delayed access to SME personnel or any other Customer delays, Customer may be subject to additional charges.
- Customer will provide HBS with access, including all password and logins, to required existing network or system assets listed in the scope.
- Customer will provide HBS with proper access and workspace areas at Customer locations that includes internet, physical and remote access to in scope infrastructure or systems.
- Customer will allow the HBS engineer to connect their computer to Customer network in order to perform their duties. HBS will allow Customer to examine said notebook for current anti-virus software, if needed.
- Customer will provide adequate access and credentials required for the assessment of all components or systems listed in the scope.
- Customer will provide remote access prior to, and throughout, the project if required.
- Customer will have working Internet access available where the work will be performed.
- Customer is responsible for resolving problems outside the SOW that are beyond the control of HBS. These shall include but not be limited to software/firmware bugs, vendor engineering support cases, hardware failures, telecommunication circuits, server issues, desktop issues, the acts or omissions of any third party, or any other occurrence not caused by HBS. HBS can assist with these out-of-scope issues through the Change Order process or on a time and materials basis.

Testing, Notification and Change Control

- Customer will provide advanced notification of any network outages or changes during the implementation period.
- Customer will assist with the creation of and perform user acceptance testing and post-migration end-point validations.
- HBS and Customer will provide 48-hour notification of any schedule changes.
- Customer will assist with the design, testing and validation of the project Deliverables.
- Customer and HBS agree that work shall progress when Customer staff is not available to participate.



Permission to Perform Security Testing

Certain laws prohibit any unauthorized attempt to test or penetrate computer systems. Customer acknowledges and authorizes all HBS consultants engaged on this project to perform the security services described above. Furthermore, the Customer acknowledges that all services provided under this statement of work constitute authorized access to Customer's information systems.

HBS security consultants will perform security testing that could unintentionally be disruptive to the targeted system(s), or be provided access to confidential information. Testing will include network-based vulnerability identification, along with patch/hotfix and configuration checking. Customer acknowledges and agrees to the following:

- Customer certifies they have the legal right to agree to these terms and conditions for the IP addresses and URL's provided to HBS.
- Customer authorizes HBS to perform security testing and exploitation of Customer's selected network assets, as defined above.
- The various reconnaissance and network testing will likely produce alerts by network and host-based intrusion detection systems.
- Large amounts of log messages may be generated resulting in excessive log file disk space consumption.
- The operational availability of the Customer's systems and network may be temporarily degraded or halted during the testing.
- While rare, it is possible that computer systems and/or network devices may become unresponsive or crash as a result of testing. This will require the Customer to "reset" the system.
- Customer agrees to accept all risks associated with these services and accepts all responsibility for the consequences of a system failure that may be caused by these services.

Terms

Binding Agreement. This SOW describes the professional services and/or products, and results to be provided by HBS. Upon execution, this SOW shall be contractually binding on the parties. The HBS Standard Terms and Conditions located at <http://www.hbs.net/standard-terms-and-conditions> are also incorporated herein and made part of this Agreement.

Order of Precedence. Any ambiguity or inconsistency between or among the statements of this SOW and the Standard Terms and Conditions shall be resolved by giving priority and precedence in the following order:

- Statement of Work
- Standard Terms and Conditions

Work Hours. All professional services work will be completed during the normal business hours of 8:00 am – 5:00 pm Monday - Friday Central Time. Any work occurring after 5:00 pm or before 8:00 am or on weekends is subject to a bill rate of 1.5 times the normal rate, unless the parties agree otherwise in writing. In the event that any change to the above-stated work hours is required, whether due to shipping or delivery delays or any other reason, the parties shall utilize the Change Order process.

General. No other promises have been made related to this SOW except for those stated in this SOW. This SOW supersedes all other agreements or promises related to this project and SOW. HBS shall not be responsible for any delay caused by the Customer or its vendors or contractors, equipment or shipping delays, or any other occurrence not caused by HBS. This SOW is not subject to termination without cause or for convenience.

Confidentiality. Each party may have access to confidential information concerning the methodologies, pricing, and business practices of the other. Neither party shall make any use of such information of the other party except in connection with the exercise of its rights and responsibilities under this SOW.

Arctic Wolf & vCISO Renewal Due 6/12/25

Quote #370240 v3


Prepared For:
Bentonville, City of

 Dennis Hayes
 1000 SW 14th Street
 Bentonville, AR 72712

P: (479) 271-3127

E: dhayes@bentonvillear.com

Prepared By:
Fayetteville, AR Office

 Sam Karnatz
 3775 N Mall Ave Suite 4
 Fayetteville, AR 72703

P: 4793326952

E: skarnatz@hbs.net

Date Issued:
05.14.2025
Expires:
05.29.2025

TIPS Contract	Price	Qty	Ext. Price
TIPS Contract 220105			

Arctic Wolf / Resale / Billing Cycle: Annual / Committed: 24 Months / Quote Term: 12 Months (Year 1 of 2) 6/13/25-6/12/26	Price	Qty	Ext. Price
Arctic Wolf Plus User License - Gold - Managed Detection and Response: 24x7 threat detection and response. - Managed Risk: Discover, assess, and harden your environment against vulnerabilities. - Cyber Resilience Assessment: Assess your security posture against industry frameworks. - Data Explorer Lite: Explore and analyze 3 days of security data to identify potential threats. - Log Retention: Retain 90 days of historical logs for compliance and review. - Concierge Security Tier: Security expertise and guidance to enhance your security posture. - Gold Concierge Security tier: A named security team, SOC Escalation follow-ups, Inbound inquiries, 12 Scheduled Proactive Security Touchpoints per year, 4 Scheduled Proactive Account Reviews, Account Review Includes: 1 Hour Security Touchpoint + 30 Minute CSM Solutions and Service Review, 8 Security Touchpoints, Access to Silver and Gold tier Security Posture In-Depth Reviews (SPiDRs).	\$155.00	750	\$116,250.00
Arctic Wolf Plus Server License - Gold	\$149.00	200	\$29,800.00
Arctic Wolf Managed Detection & Response Log Retention: 1 year Arctic Wolf's MDR solution collects logs from systems and security tools, monitors these logs to generate security alerts, and retains them for comparison and compliance purposes.	\$6.00	950	\$5,700.00
Arctic Wolf MDR Data Explorer Data Explorer allows users to access historical and analyzed data plus event data for quick, ad-hoc investigations and self-service reporting while working with their CST to understand the results and take actions when needed. Data Explorer eliminates the complexity of searching through security telemetry and provides access to ten days of data. Provides an annual license to use Data Explorer. In addition, it provides an annual license to use the Log Search feature.	\$7.00	950	\$6,650.00
Arctic Wolf 200 Series Sensor Arctic Wolf's MDR solution uses a hardware appliance called a sensor to provide an IDS platform, generate flow records and collect on-premises logs. Provides a per-sensor annual license for the 200-series sensor, a more powerful sensor appliance. There are 5x 1G RJ45 ports.	\$1,605.00	2	\$3,210.00
Arctic Wolf MDR Office 365 user license Arctic Wolf's MDR solution can also detect and respond to attacks on cloud solutions, whether IaaS or SaaS. These capabilities are called Cloud Detection and Response (CDR).	\$12.00	750	\$9,000.00
Arctic Wolf MDR Internet Application Server License	\$320.00	20	\$6,400.00
Arctic Wolf IR Jumpstart Retainer Arctic Wolf Incident Response is a leading incident response (IR) provider and first responder to major cyber incidents and breaches, including ransomware and business email compromise attacks. IR Jumpstart Agreement located at https://arcticwolf.com/terms/ . Benefits include: 1-hr response time, IR Plan Builder to organize must-have information to quicken response SLA, Discounted hourly rate in the event of an incident, Complimentary scoping call in the event of a breach	\$4,878.00	1	\$4,878.00
Arctic Wolf Managed Security Awareness Plus Arctic Wolf's Managed Security Awareness solution provides: Fully managed security awareness program, Ongoing microlearning, Phishing simulations, Performance analytics. Friction-free user experience, The Managed Security Awareness Plus solution includes industry- and role-based content.	\$0.00	750	\$0.00

Arctic Wolf / Resale / Billing Cycle: Annual / Committed: 24 Months / Quote Term: 12 Months (Year 1 of 2) 6/13/25-6/12/26				Price	Qty	Ext. Price
Arctic Wolf Security Operations Warranty - \$1M (Enrollment Required) The Arctic Wolf Security Operations Warranty is an industry-leading benefit offered to eligible Arctic Wolf customers that helps them with recovery and remediation funds should they experience a security incident covered by the program. This SKU provides \$1M coverage for Plus Security Operations Bundles with a 3 year committed term. Upon finalization of this Order Form and for initial enrollment in the Service Warranty, Customer will receive a link with an embedded token from Arctic Wolf's third-party service provider, Cysurance. CUSTOMER MUST ENROLL IN THE SERVICE WARRANTY AND RECEIVE AN ENROLLMENT CONFIRMATION EMAIL TO BE ELIGIBLE FOR THE SERVICE WARRANTY. Execution or acceptance of this Order Form DOES NOT constitute enrollment in the Service Warranty. If this is a renewal Order Form that qualifies for the Service Warranty, Customer's initial enrollment in the Service Warranty will continue. The Subscriber Terms can be found at https://arcticwolf.com/terms/subscriber-terms/				\$0.00	1	\$0.00
Arctic Wolf Aurora Platform Arctic Wolf's solutions are delivered through the Arctic Wolf Platform, the system of record for security operations. The Arctic Wolf Platform provides: Unlimited data ingestion, Access to AW reporting, Use of AW agent, Data retention				\$0.00	1	\$0.00
				Subtotal		\$181,888.00

Virtual Chief Information Security Officer				Price	Qty	Ext. Price
Virtual Chief Information Security Officer If more hours were consumed than contracted for, an invoice will be sent for the overage at the standard Time & Material Rate.				\$16,080.00	1	\$16,080.00
				Subtotal		\$16,080.00

Subscription Terms

Customer understands that all orders for Arctic Wolf are final when accepted by Arctic Wolf. No cancellations, returns, exchanges or refunds are allowed.

The subscription and agreement are for a full 24-month committed term, consisting of 2 annual payments. Enclosed pricing is for the first annual payment of the committed term. Customer agrees to pay the full amount of each annual installment for the subscription and support services upfront in full. This is a recurring subscription, and the agreement will automatically renew at the end of the 24-month contract. HBS shall have the right to adjust the pricing for this Agreement on an annual basis, effective on or about each anniversary date of this Agreement. Either party may cancel the subscription by notifying the other party in writing at least 60 days prior to the beginning of the renewal period. Acceptance of this Order Form is a legal obligation for a two (2) year Committed Term. Invoicing will adhere to the schedule outlined below.

While the committed term is 24 Months, the term on the quote is shown as 12 month(s). As such, we only require 12 month(s) of the PO at time of initial order (this way it does not hold-up credit for multiple years and allows for mid-term upsell without a rip and replace). You will receive a new quote for year 2. A new PO will be collected each year and other related circumstances. Annual increase percentage is based on what is currently defined as in Scope. Customer may incur additional licensing costs above and beyond due to business growth or any mid-subscription increases in usage and/or the license of additional solutions.

Arctic Wolf's delivery of the products, services, and Solutions described herein are governed by the applicable Agreement located at <https://arcticwolf.com/terms> (or such other agreement executed by Arctic Wolf and the end user). The terms of this Order Form are Confidential Information and may not be disclosed except as otherwise provided in the applicable Agreement.

Invoice Schedule: All payments below are due and payable in accordance with the Payment Terms listed above.

- Invoice 1 includes the entirety of the Subtotal Subscription Fees and Subtotal One-Time Fees listed above and shall be invoiced on the Order Form Effective Date.
- Invoice 2 includes the entirety of the Subtotal Subscription Fees set forth in the Table, plus the Increase, and shall be invoiced thirty (30) days prior to the first anniversary of the Subscription Start Date.

*The Net Total price for each item in the table above will increase by 3.0% on (i) the annual anniversary of the Subscription Start Date or (ii) the end of any prepaid, in full multi-year Committed Term (the "Increase"). Thereafter, pricing for any subsequent renewals is as set forth in the Agreement.

Quote Summary		Amount
Arctic Wolf / Resale / Billing Cycle: Annual / Committed: 24 Months / Quote Term: 12 Months (Year 1 of 2) 6/13/25-6/12/26		\$181,888.00
Virtual Chief Information Security Officer		\$16,080.00
Total:		\$197,968.00

This quote may not include applicable sales tax, shipping, handling and/or delivery charges. Final applicable sales tax, shipping, handling and/or delivery charges are calculated and applied at invoice. The above prices are for hardware/software only, and do not include delivery, setup or installation by Heartland ("HBS") unless otherwise noted. Installation by HBS is available at our regular hourly rates, or pursuant to a prepaid HBSFlex Agreement. This configuration is presented for convenience only. HBS is not responsible for typographical or other errors/omissions regarding prices or other information. Prices and configurations are subject to change without notice. HBS may modify or cancel this quote if the pricing is impacted by a tariff. A 20% restocking fee will be charged on any returned part. Customer is responsible for all costs associated with return of product and a \$25.00 processing fee. No returns, cancellations or order changes are accepted by HBS without prior written approval. This quote and any attached agreement are not subject to

termination without cause or for convenience. This quote expressly limits acceptance to the terms of this quote, and HBS disclaims any additional terms. Customer may issue a purchase order for administrative purposes only. By providing your "E-Signature," you acknowledge that your electronic signature is the legal equivalent of your manual signature, and you warrant that you have express authority to execute this agreement and legally bind your organization to this proposal and all attached documents. Any purchase that the customer makes from HBS is governed by HBS' Standard Terms and Conditions ("ST&Cs") located at <http://www.hbs.net/standard-terms-and-conditions>, which are incorporated herein by reference. The ST&Cs are subject to change. When a new order is placed, the ST&Cs on the above-stated website at that time shall apply. If customer has signed HBS' ST&Cs version 2021.v1.0 or later, or the parties have executed a current master services agreement, the signed agreement shall control over any conflicting terms in the version on the website. If a current master services agreement does not cover the purchase of products, the ST&Cs located on the website shall govern the purchase of products. Certain purchases also require customer to be bound by end user terms and conditions. A list of end user terms and conditions related to various manufacturers and vendors is set forth at <https://www.hbs.net/End-User-Agreements>. Any purchase that customer makes is also governed by the applicable end user terms and conditions, which are incorporated herein by reference. If customer has questions about whether end user terms and conditions apply to a purchase, customer shall contact HBS. Any order(s) that exceeds the credit limit assigned by HBS shall require upfront payment from customer in an amount determined by HBS. HBS shall make this determination at the time of the order, unless customer has previously submitted the required onboarding paperwork. In such event, HBS shall make this determination at the time of quoting. Customer shall ensure that all invoices are timely paid as stated in Section 2 of the ST&Cs, regardless of whether Customer has a financing or leasing company or other third-party issue the purchase order. In the event that a third-party issues the purchase order, Customer shall be required to sign this Quote for purposes of approving the order. QT.2024.v2.0

Acceptance	
Fayetteville, AR Office	Bentonville, City of
Sam Karnatz	
Signature / Name	Signature / NameInitials
05/14/2025	
Date	Date

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH HEARTLAND BUSINESS SYSTEMS, IN THE AMOUNT OF ONE HUNDRED NINETY-SEVEN THOUSAND NINE HUNDRED SIXTY-EIGHT DOLLARS (\$197,968.00), FOR CYBER SECURITY SERVICES; AND FOR OTHER PURPOSES.

WHEREAS, the City has a continued need for cyber security monitoring, detection, and response;

WHEREAS, this agreement is procured through participation in TIPS contract #220105, which is allowed after the Purchasing and Compliance Department has determined that the solicitation is in line with the City's Purchasing Policy; and

WHEREAS, this is a budgeted item.

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

Section 1: The Mayor and City Clerk are authorized to enter into an agreement with Heartland Business Systems, in the amount of one hundred ninety-seven thousand nine hundred sixty-eight dollars (\$197,968.00), for continued cyber security monitoring;

Section 2 - Severability Provision: If any part of this Resolution 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 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:	5/27/2025	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 Street Right of Way (VAC25-0011)
Action Recommendation & Justification:	Public Hearing and approval of Ordinance vacating 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)

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
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):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

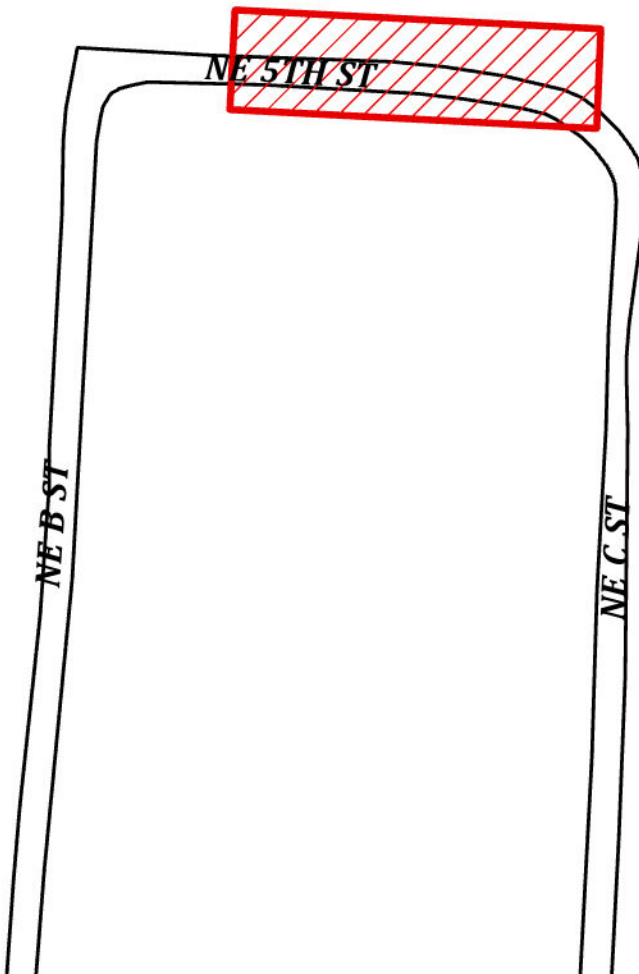
www.bentonvillear.com

Please Recycle!

Page 76 of 304

TYPE

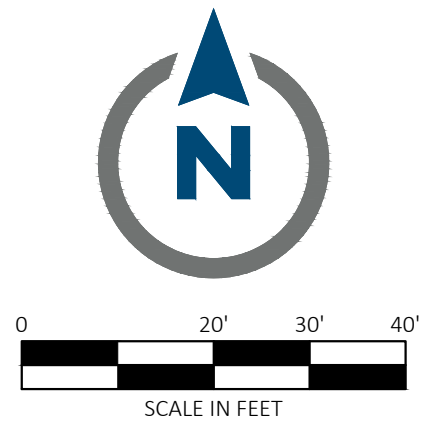
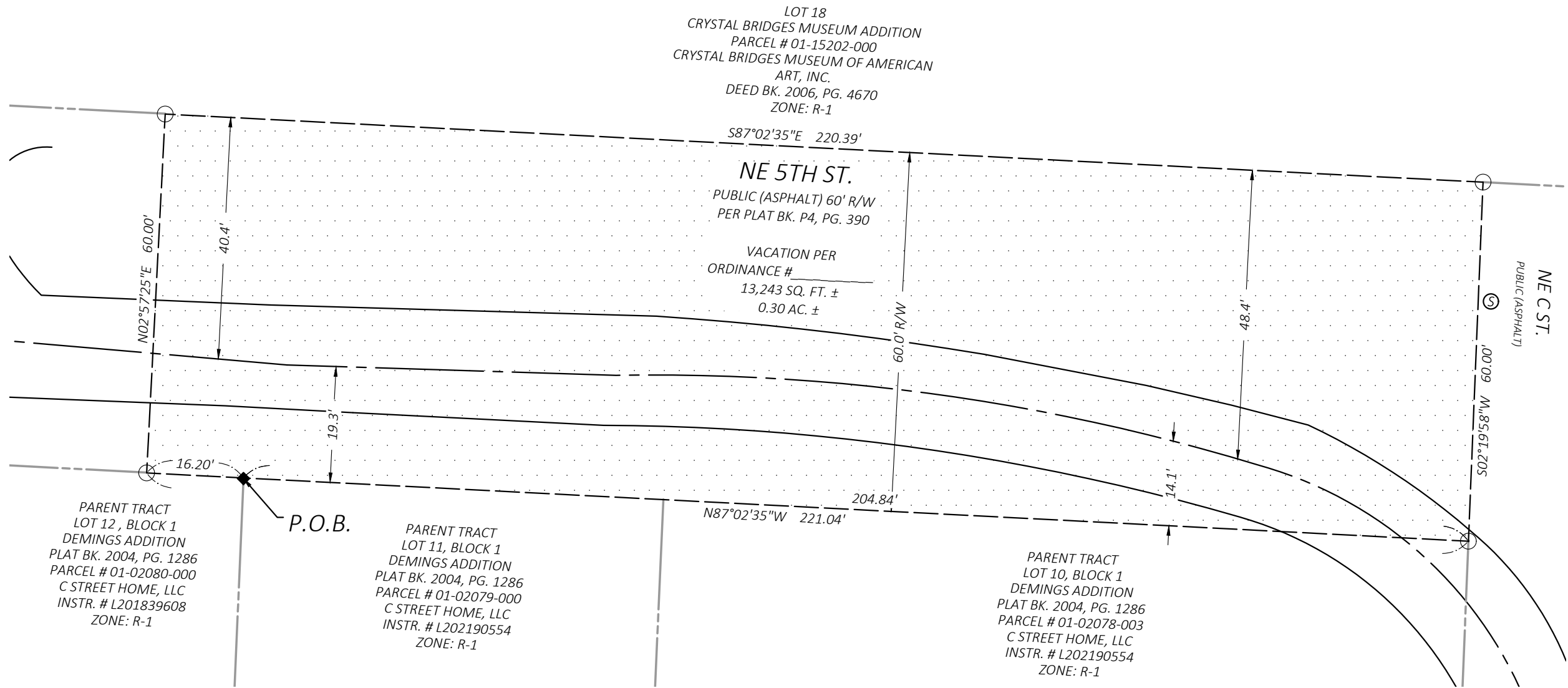
 **Street
Vacation**



VAC25-0011
NE 5th Street Vacation



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



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 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

ORDINANCE NO _____

**AN ORDINANCE VACATING RIGHT OF WAY LOCATED AT LOT 10, BLOCK 1 OF
DEMINGS ADDITION OF THE CITY OF BENTONVILLE, ARKANSAS, BENTON COUNTY
ARKANSAS (VAC25-0011); AND PROVIDING FOR AN EMERGENCY CLAUSE**

WHEREAS, a petition was filed with the City Council of the City of Bentonville, Arkansas, by Wal-Mart Stores, Inc. asking the City Council to vacate the right of way located in the City of Bentonville, Benton County, Arkansas, which portion is more particularly 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, after due notice as required by law, the Council has at the time and place mentioned the notice, heard all persons desiring to be heard on the question; that all the owners of the property abutting the easement to be vacated have joined in the petition or consented to the granting of the petition; and the public interest and welfare will not be adversely affected by the abandonment of the above described right of way.

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

Section 1: The City of Bentonville Arkansas releases, vacates, and abandons all of its rights together with the rights of the public generally, in and to the right of way designated 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.

;

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
Bentonville, Arkansas

Stephanie Orman, Mayor
City of Bentonville, Arkansas



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	5/27/2025	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 Street Right of Way (VAC25-0012)
Action Recommendation & Justification:	Public Hearing and approval of Ordinance vacating 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)

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
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):

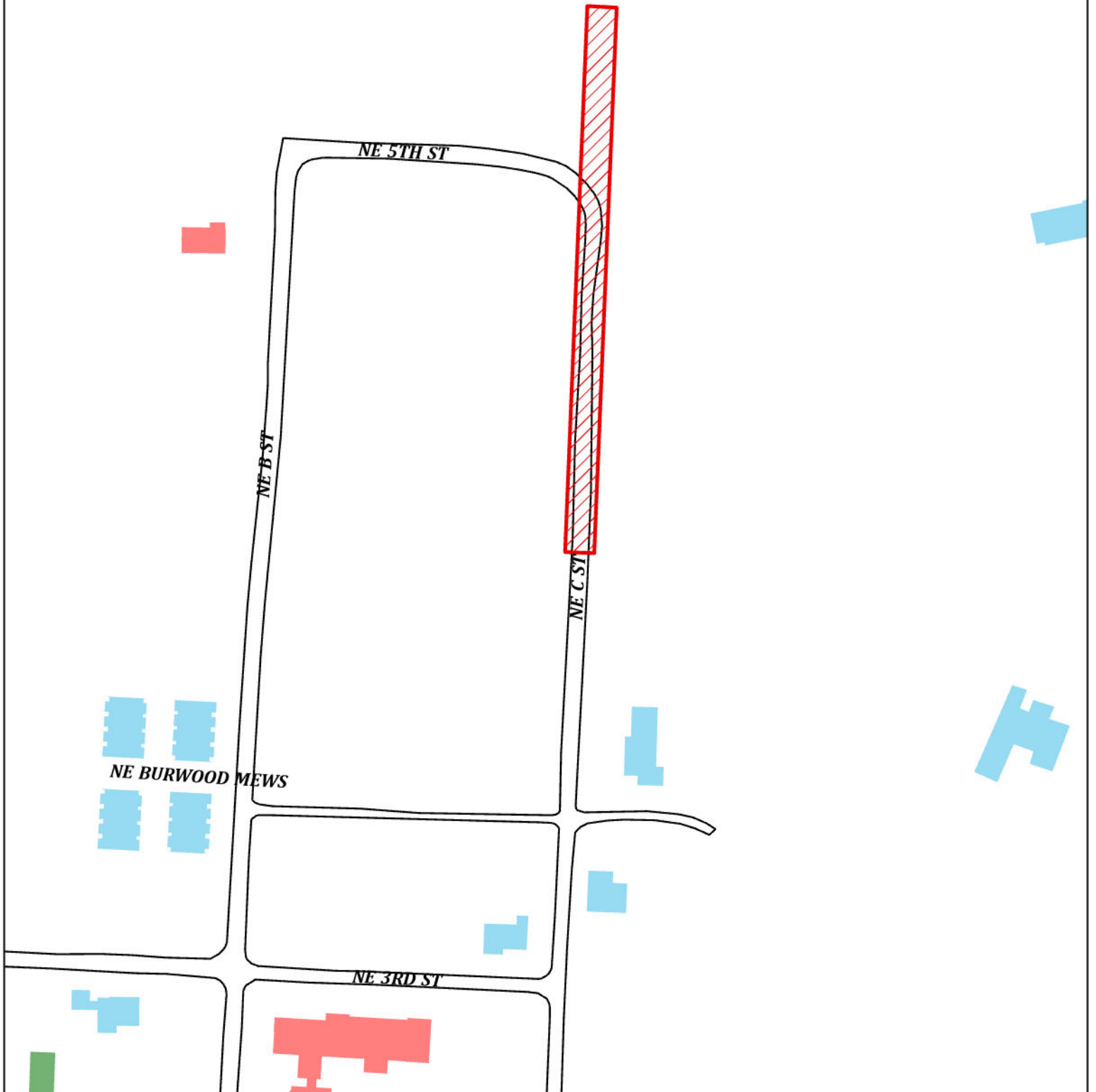
City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

TYPE

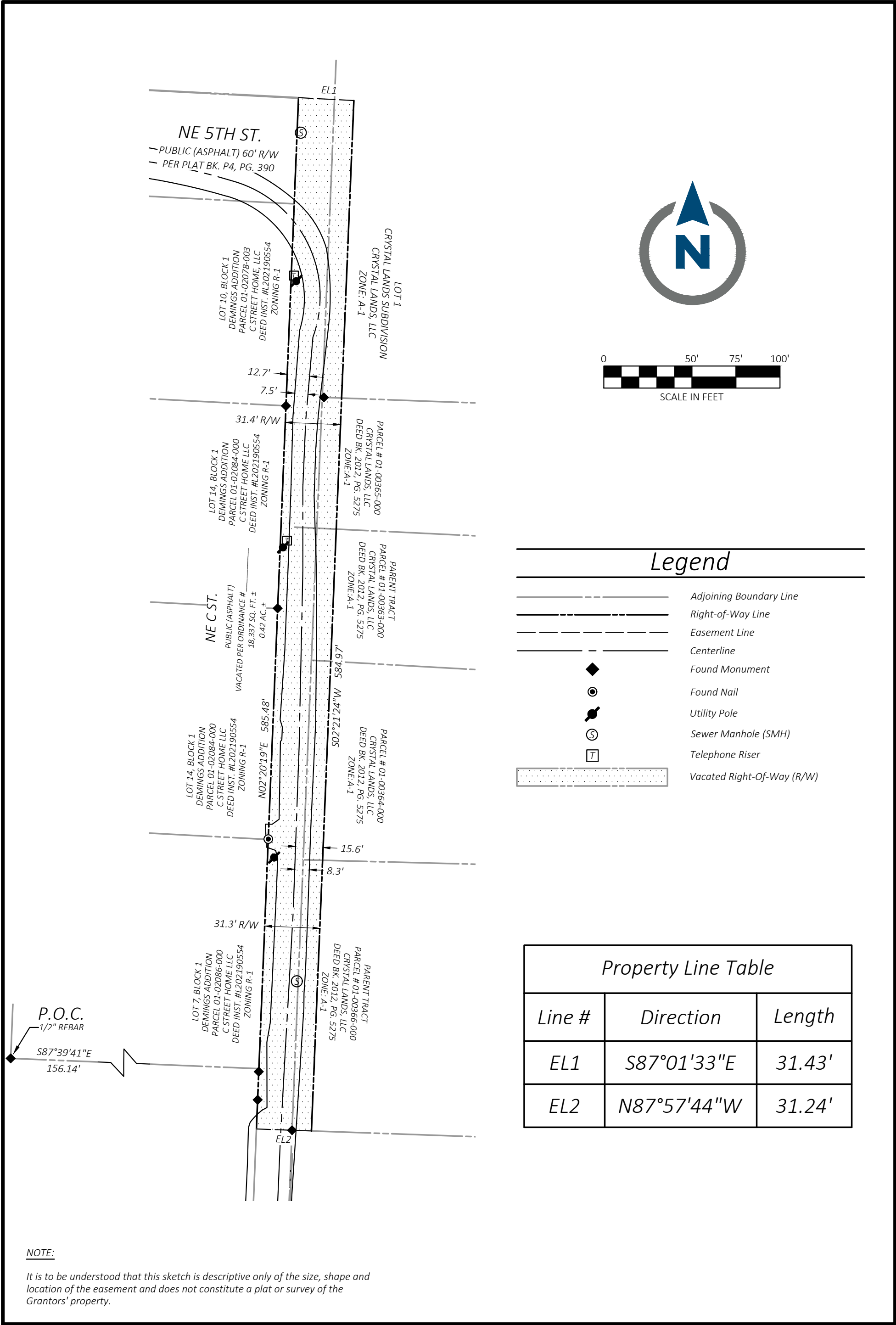
 **Street
Vacation**



VAC25-0012
NE C Street ROW Vacation



DRAWING LOCATION: \\VANCE\B\CEI\B.COM\SURVEY\32020032462\DRAWINGS SURVEY\WORKING\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: (972) 488-7377
FAX: (972) 488-6732
CORPORATE TRPLS FRM #10091500

3030 LBI FREEMAN, SUITE 920
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

ORDINANCE NO. _____

**AN ORDINANCE VACATING RIGHT OF WAY LOCATED AT LOT 10, BLOCK 1 OF
DEMINGS ADDITION THE CITY OF BENTONVILLE, ARKANSAS, BENTON COUNTY
ARKANSAS (VAC25-0012); AND PROVIDING FOR AN EMERGENCY CLAUSE**

WHEREAS, a petition was filed with the City Council of the City of Bentonville, Arkansas, by c Street Home, LLC. asking the City Council to vacate the right of way located in the City of Bentonville, Benton County, Arkansas, which portion is more particularly 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; THENCE 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, after due notice as required by law, the Council has at the time and place mentioned the notice, heard all persons desiring to be heard on the question; that all the owners of the property abutting the easement to be vacated have joined in the petition or consented to the granting of the petition; and the public interest and welfare will not be adversely affected by the abandonment of the above described right of way.

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

Section 1: The City of Bentonville Arkansas releases, vacates, and abandons all of its rights together with the rights of the public generally, in and to the right of way designated 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; THENCE 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.

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
Bentonville, Arkansas

Stephanie Orman, Mayor
City of Bentonville, Arkansas



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	5/27/2025	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 (VAC25-0014)
Action Recommendation & Justification:	Public Hearing and approval of Ordinance vacating a 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)

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
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):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

TYPE



**Easement
Vacation**

NE J ST

NE 10TH ST



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



ORDINANCE NO _____

**AN ORDINANCE VACATING UTILITY EASEMENT LOCATED AT LOT 4 OF
DIMMIT ADDITION OF THE CITY OF BENTONVILLE, ARKANSAS, BENTON
COUNTY ARKANSAS (VAC25-0014); AND PROVIDING FOR AN EMERGENCY
CLAUSE**

WHEREAS, a petition was filed with the City Council of the City of Bentonville, Arkansas, by Dogwood Acres, LLC asking the City Council to vacate the right of way located in the City of Bentonville, Benton County, Arkansas, which portion is more particularly 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, after due notice as required by law, the Council has at the time and place mentioned the notice, heard all persons desiring to be heard on the question; that all the owners of the property abutting the easement to be vacated have joined in the petition or consented to the granting of the petition; and the public interest and welfare will not be adversely affected by the abandonment of the above described right of way.

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

Section 1: The City of Bentonville Arkansas releases, vacates, and abandons all of its rights together with the rights of the public generally, in and to the right of way designated 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.

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
Bentonville, Arkansas

Stephanie Orman, Mayor
City of Bentonville, Arkansas



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	5/27/2025	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 (VAC24-0012)
Action Recommendation & Justification:	Approve Resolution to set Public Hearing for June 10, 2025 for a Utility Easement Vacation located at Lot 11 of Crystal Bridges Museum Addition (VAC24-0012).
Additional Comments for Consideration (Optional):	

Amount for Approval:	\$ 0
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Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

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

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

www.bentonvillear.com

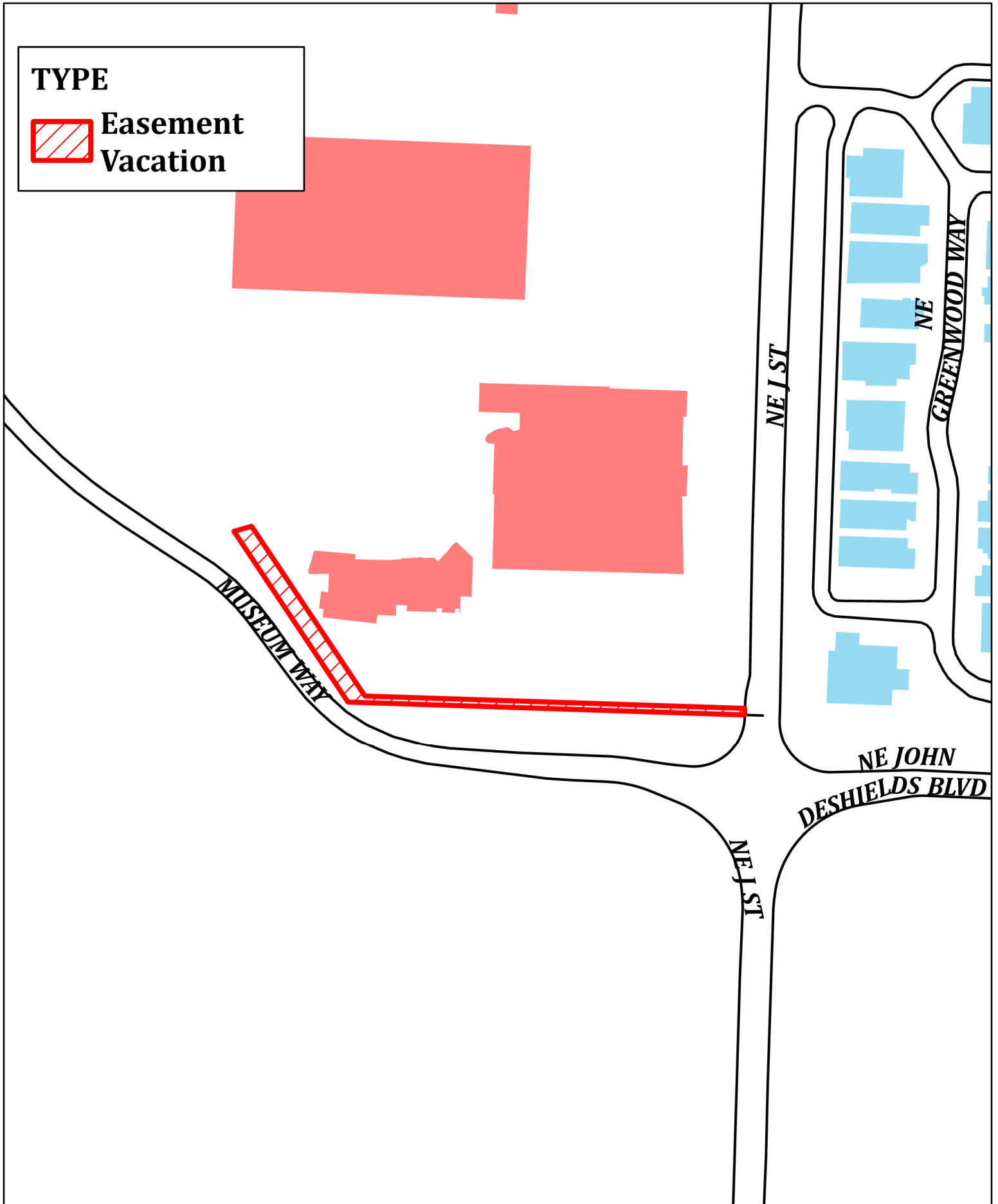
Please Recycle!

Page 90 of 304

TYPE



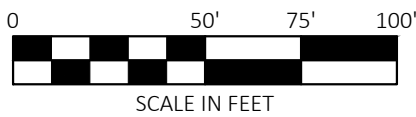
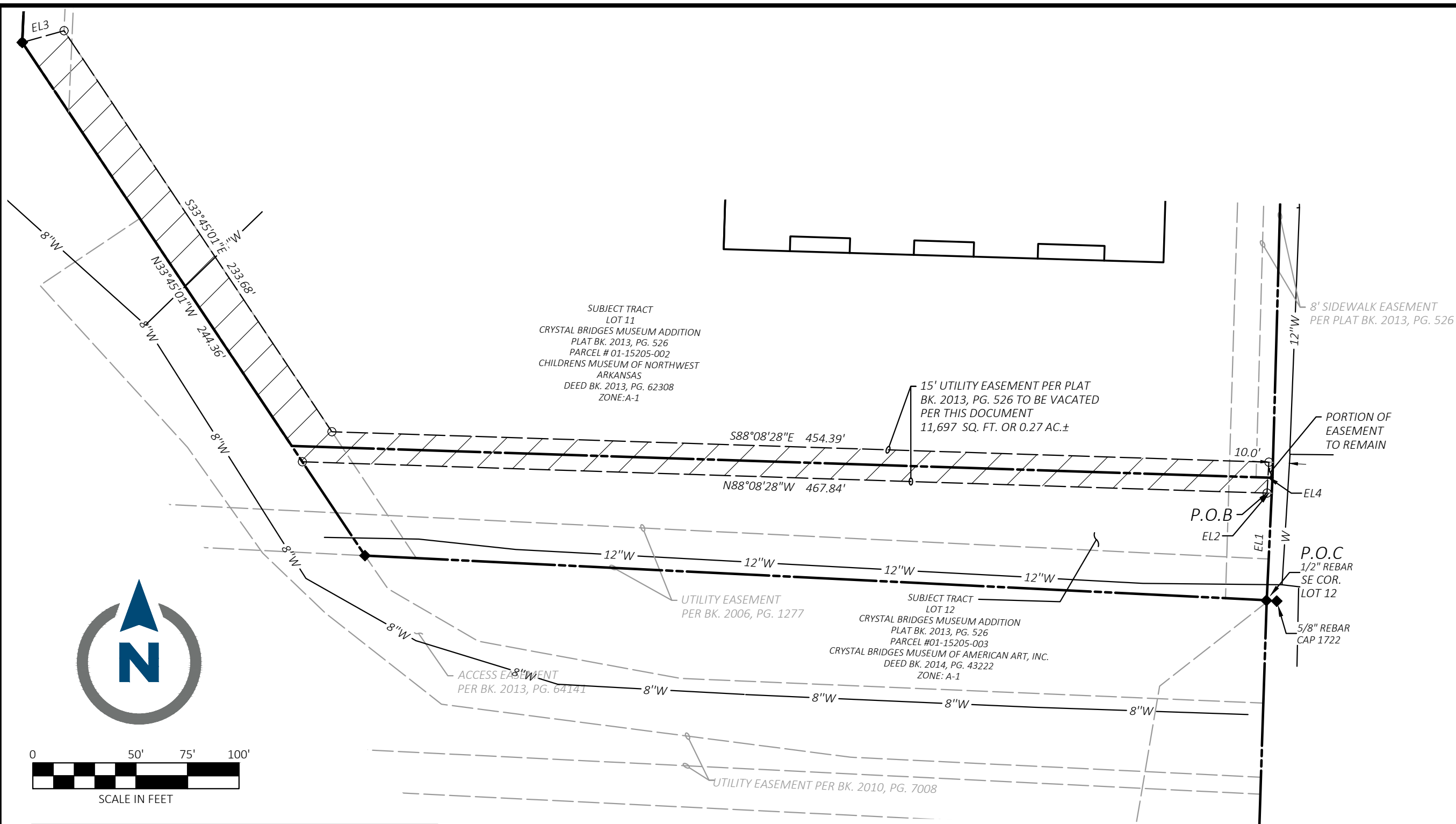
**Easement
Vacation**



VAC24-0012
Amazeum Easement Vacation
1009 MUSEUM WAY



DRAWING LOCATION - S:\33000\33387\DRAWINGS\WORKING\33387 AMAZEUM VACATE EXHIBIT.DWG -- SAVED BY - WPIERSON



Legend

- Boundary Line
- Adjoining Boundary Line
- Right-of-Way Line
- Easement to be Vacated
- Existing Easement Line
- Water Line
- Found Monument (As Noted)
- Vacated Easement

Easement Line Table		
LINE	BEARING	DISTANCE
EL1	N02°43'44"E	51.88'
EL2	N88°08'28"W	2.33'
EL3	N74°23'31"E	21.05'
EL4	S03°25'06"W	15.01'

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

Easement Vacation
Crystal Bridges Museum of American Art, Inc.
1009 Museum Way
City of Bentonville , Benton County, Arkansas

PROFESSIONAL OF RECORD	DGR
DESIGNER	WSG
FIELD WORK	KDM
CEI PROJECT NUMBER	33387
DATE	4/23/2025
REVISION	REV-4

Exhibit B
SHEET TITLE
SHEET NUMBER

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 Children's Museum of Northwest Arkansas requesting a utility easement vacation (VAC24-0012) within the City of Bentonville, Arkansas be vacated, which said utility easement is described as follows:

Part of the Utility Easement shown at Plat Book 2013, Page 526 also being a part of Lot 11 and 12 of the Crystal Bridges Museum Addition to the City of Bentonville per Plat Book 2013, Page 526 in the Public Records of Benton County, Arkansas and being described by metes and bounds as follows:

COMMENCING at a 1/2-inch rebar found at the Southeast Corner of said Lot 12;
THENCE along the East Line of said Lot 12, North 02°43'44" East, 51.88 feet,
THENCE departing said East Line, North 88°08'28" West, 2.33 feet to the **POINT OF BEGINNING**;
THENCE North 88°08'28" West, 467.84 feet to the West Line of said Lot 12;
THENCE along the West Lines of said Lot 11 and Lot 12, North 33°45'01" West, 244.36 feet to a 5/8-inch rebar with cap LS1618;
THENCE departing said West line, North 74°23'31" East, 21.05 feet;
THENCE South 33°45'01" East, 233.68 feet;
THENCE South 88°08'28" East, 454.39 feet;
THENCE South 03°25'06" West, 15.01 feet to the **POINT OF BEGINNING** containing **11,697** square feet or **0.27** 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 June 10, 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:	5/27/2025	Submitted By:	Daniel Clardy
Phone:	479-271-3130	For Department(s):	Street
Email:	dclardy@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:	2025 Street Department Pavement Management Program
Action Recommendation & Justification:	Presentation of the Pavement Management Program.
Additional Comments for Consideration (Optional):	

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

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

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

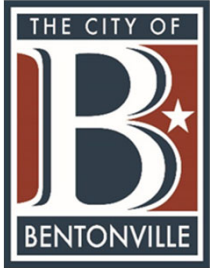
City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

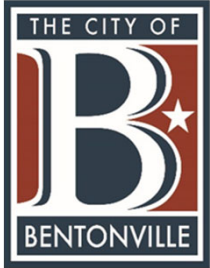


2025 Street Department Pavement Management Program



Budget, Selection, and Approach

- The goal of the Pavement Management Program is to improve the overall safety and condition of City road infrastructure through a data driven and systematic approach.
- The City budgeted \$1,000,000.00 in 2024 for street maintenance.
- Streets selected for maintenance are chosen from the 2024 Road Inventory Study and utility cuts.



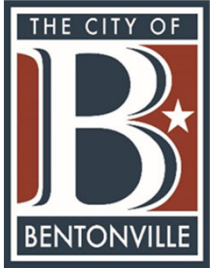
The Street Department plans to maintain the following list of streets in 2025.



In-House Overlay

SECTION	STREET NAME	STARTING AT	ENDING AT	LENGTH (FT)
NW	NW 4th St	NW A St	NW D St	1276
NW	Jefferson St	NW D St	NW G St	1347
NW	Jackson St	Lefors St	NW F St	440
NW	NW F St	Jefferson St	NW 3rd St	185
NW	Magnolia Ln	Huffman St	Magnolia Dr	288
NW	Magnolia Dr	NW 5th St	Magnolia Ln	733
NW	NW 3rd St	NW A St	NW D St	1277
NW	Dickson St	NW D St	Bella Vista Rd	934
NE	Brookhaven Ct	E Central Ave	End	491
NE	NE 10th St	NE J St	Kings Dr	1975
NE	NE 11th St	E Central Ave	NE 12th St	1716
SW	SW 10th St	SW A St	S Main St	342
SW	SW Adams Rd	SW Opal Rd	1340' South of Opal Rd	1342
SE	SE 10th St	SE H St	SE J St	628
SE	SE 11th St	S Main St	Benton St	454
SE	SE 12th St	S Main St	Benton St	456
SE	SE 13th St	S Main St	Benton St	453
SE	SE 12th St	Benton St	SE C St	456
SE	SE 13th St	Benton St	SE C St	459

Total L.F.	15,252
Miles	2.89



Contract Overlay

SECTION	STREET NAME	STARTING AT	ENDING AT	LENGTH (FT)
NW	NW 12th St	NW J St	NW 12th Dr	2,257
NW	NW McNelly Rd (Shared Cost with ARDOT)	NW Frontage Rd	NW Riverbend Rd	1,506
NW/NE	N Main St	NW/NE 7th St	NW/NE Park St	1,635
SW	Town Vu Rd	5211 Town Vu Rd	655' West of 5211	655

Total L.F.	6,053
Miles	1.15

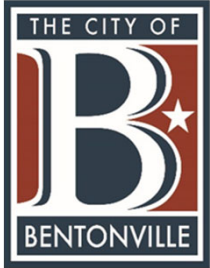


Mastic Seal

SECTION	STREET NAME	STARTING AT	ENDING AT	LENGTH (FT)
Riverwalk Farm Estates				
SW	SW Deerfield Blvd	Greenhouse Rd	SW Featherston Rd	2,647
SW	SW Thistle St	SW Deerfield Blvd	END	217
SW	SW Windrift Ave	SW Thistle St	SW Featherston Rd	1,717
SW	SW Amberwood Ave	SW Featherston Rd	END	1,302
SW	SW Morningstar Rd	SW Regional Airport Blvd	SW Amberwood Ave	626
SW	SW Briar Creek Ave	SW Featherston Rd	Greenhouse Rd	2,724
SW	SW Calm Ridge Rd	SW Briar Creek Ave	END	2,744
SW	SW Windy Way Ave	SW Clam Ridge Rd	SW Ashmont Ave	835
SW	SW Windy Way Ct	SW Ashmont	END	191
SW	SW Ashmont Ave	Greenhouse Rd	END	1,345
SW	SW Glenn Ridge Rd	SW 28th St	END	1,339
SW	SW Windy Oak Ave	SW Glenn Ridge Rd	SW Calm Ridge Rd	960
SW	SW Cranbrook Ave	SW Calm Ridge Rd	END	477
SW	SW Branciff Rd	SW Cranbrook Ave	SW Ashmont Ave	491
SW	SW 28th St	SW Featherston Rd	Greenhouse Rd	2,684
SW	SW Gumleaf Rd	SW 28th St	END	569
SW	SW Waterleaf Ave	SW Gumleaf Rd	END	582
SW	SW Oakleigh Rd	SW Waterleaf Ave	SW 28th St	700
SW	SW Fernwood Ave	SW Oakleigh Rd	SW Gumleaf Rd	641
SW	SW Wargate Ave	SW Oakleigh Rd	SW Gumleaf Rd	641
SW	SW Penmont St	SW Briar Creek Ave	SW Waterleaf Ave	249
SW	SW Birchton Ave	SW Calm Ridge Rd	END	1,183
SW	SW Bensonwood St	SW Birchton Ave	SW 28th St	677
SW	SW Silverleaf Ave	SW Bensonwood St	END	541
SW	SW Silverbark Rd	SW Silverleaf Ave	SW Birchton Ave	556
SW	SW Woodruff St	SW Birchton Ave	SW Silverleaf Ave	533
SW	SW Pine Valley Rd	SW Birchton Ave	SW 28th St	788

SECTION	STREET NAME	STARTING AT	ENDING AT	LENGTH (FT)
Cornerstone Ridge				
SW	SW Cornerstone Rd	SW Regional Airport Blvd	SW Nativestone St	2607
SW	SW Nativestone St	SW Rainbow Farm Rd	SW Gemstone Blvd	1,354
SW	SW Stonewood Ter	SW Cornerstone Rd	SW Gemstone Blvd	812
SW	SW Flagstone Blvd	SW Rhinestone Blvd	SW Rainbow Farm Rd	2,175
SW	SW Gemstone Blvd	SW Regional Airport Blvd	SW Rhinestone Blvd	1,935
SW	SW Rhinestone Blvd	SW Morningstar Rd	SW Mistletoe Ave	1,490
SW	SW Hollyhock St	SW Layton Rd	SW Mistletoe Ave	1,021
SW	SW Eggersway Pl	SW Rainbow Farm Rd	SW Hollyhock St	672
SW	SW Mistletoe Ave	SW Layton Rd	SW Nativestone St	1,941
SW	SW Layton Rd	SW Mistletoe Ave	END	2,387
SW	SW Crosswinds Blvd	SW Cornerstone Rd	SW Layton Rd	1,185
SW	SW Clear Creek CV	SW Crosswinds Blvd	END	265
SW	SW Ridgeway St	SW Crosswinds Blvd	SW Riverwood Pl	432
SW	SW Riverwood Pl	SW Stonefield Ter	END	566
SW	SW Stonefield St	SW Regional Airport Blvd	SW Crosswinds Blvd	960
SW	SW Graystone St	SW Rainbow Farm Rd	END	830
SW	SW Flatrock Ave	SW Graystone St	END	792
SW	SW Flintrock Rd	SW Flatrock Ave	SW Roundstone Blvd	287
SW	SW Roundstone Blvd	SW Regional Airport Blvd	END	1,323
SW	Marble CV	SW Roundstone Blvd	END	320

Total L.F.	51,313
Miles	9.72



Overall Total:

In-House Overlay -	2.89 Miles	\$271,085.06
Contract Overlay -	1.15 Miles	\$273,881.24
Mastic Seal -	9.72 Miles	\$461,982.63

Total Roadway Miles to be Maintained - 13.75

Estimated Maintenance Cost - \$1,006,948.93



In-House Overlay

2026

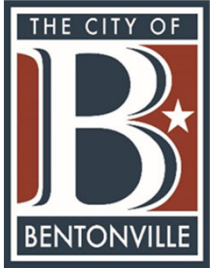
SECTION	STREET NAME	STARTING AT	ENDING AT	LENGTH (FT)
NW	NW 7th St	NW A St	N Main St	371
NW	NW 9th St	N Walton Blvd	1402 NW 9th St	1852
NW	Dogwood Dr	NW L St	1604 Dogwood Dr	1285
NW	NW L St	NW 9th St	NW 10th St	410
NE	Mountain Brook Ct	5 Mountain Brook Ct	12 Mountain Brook Ct	557.6
NE	Mountain Brook Ln	Woods Creek Rd	Mountain Brook Ln	181
NE	Cozy Creek Ln	Woods Creek Rd	Culdesac	156
NE	Willow Bank Cir	Woods Creek Rd	Culdesac	170
NE	Spinnaker Ridge Ln	Woods Creek Rd	Culdesac	596
SW	SW 2nd St	S Main St	S Walton Blvd	3668
SW	SW 6th St	SW A St	SW D St	966
SW	SW 7th St	SW A St	End	1007
SW	SW D St	W Central Ave	SW 6th St	2335
SW	SW E St	SW 4th St	SW 8th St	1527
SW	SW B St	SW 3rd St	SW 4th St	489
SW	SW Carriageway Ave	SW Elm Tree Rd	SW Tater Black Rd	2660
SE	SE 4th St	SE F St	SE J St	1472
SE	SE 5th St	Lyndal Ln	SE Cambridge Pl	432
SE	SE 6th St	Lyndal Ln	Culdesac	223
SE	SE 7th St	Paradise Way	Lyndal Ln	673
SE	SE Cambridge Pl	SE 5th St	Culdesac	741
SE	Lyndal Ln	SE 3rd St	SE 5th St	357
SE	Pleasant View Ln	E Battlefiled Blvd	Paradise Way	1206

Total L.F.	23,335
Miles	4.42

2027

SECTION	STREET NAME	STARTING AT	ENDING AT	LENGTH (FT)
NW	NW Turner Dr	Genesis Dr	NW A St	2658
NW	Genesis Dr	NW A St	Culdesac	1510
NW	Laurinda Dr	NW A St	Culdesac	1058
NW	Ridgefield	Somerset St	Saddleworth Pl	1061
NE	Lake St	NE Monroe St	Fillmore St	375
NE	Churchwell Dr	Woods Creek Rd	27 Churchwell Dr	1228
NE	Churchwell Ct	Churchwell Dr	Culdesac	197
NE	Edgewater Ln	Harbour Dr	Culdesac	406
NE	Harbour Dr	Churchwell Dr	Culdesac	1271
SW	SW Dakota Dr	SW Choctaw St	SW Pawnee Pl	259
SW	SW Pawnee Pl	End	End	180
SW	SW Krug Dr	SW Morris St	End	662
SW	SW Victoria Pl	SW Elm Tree Rd	End	1551
SW	SW Cherokee Ct	SW Navajo Dr	End	47
SW	SW Aztec Pl	Tunbridge Dr	End	186
SW	SW Choctaw St	Tunbridge Dr	SW Arrowhead St	1309
SW	SW Cheyenne DR	SW Seminole Dr	SW 10th St	1027
SE	SE 12th St	SE C St	End	603
SE	SE E St	SE 14th St	End	1206
SE	Royal Ln	SE E St	Royal Dr	356
SE	Royal Dr	SE E St	End	1543
SE	SE 10th St	SE J St	SE H St	629
SE	SE 4th St	SE J St	SE F St	1479

Total L.F.	20,801
Miles	3.94



Contract Overlay

2026

SECTION	STREET NAME	STARTING AT	ENDING AT	LENGTH (FT)
NE/SE	E Central Ave	NE/SE A St	NE I St	2871
SW	SW Tater Black Rd	SW 14th St	SW 2nd St	4447

Total L.F.	7,318
Miles	1.39

2027

SECTION	STREET NAME	STARTING AT	ENDING AT	LENGTH (FT)
NW	NW Park Dr	Oakwood Ave	NW Park Dr	526
NW	Timber Trl	NW Park Dr	Hidden Oaks Trl	892
NW	Foxfire Ln	Cardinal Creek Cir	Culdesac	750
NW	Hidden Oaks Trl	Timber Trl	2108 Hidden Oaks Trl	1000
NE	Fillmore St	NE Monroe St	Lake St	680
NE	Lake St	NE Monroe St	Fillmore St	370
SW	Tunbridge Dr	SW 8th St	SW 2nd St	2509
SE	E Battlefield Blvd	Water Tower Rd	Central Heights Way	1170

Total L.F.	7,897
Miles	1.50



Mastic Seal 2026

SECTION	STREET NAME	STARTING AT	ENDING AT	LENGTH (FT)
Pleasant View Estates and Lyndal Heights Subdivisions				
SE	SE 3rd St	Pleasant View Ln	Lyndal Ln	590
SE	Lyndal Ln	E Battlefield Blvd	SE 7th St	2,154
SE	Paradise Way	E Battlefield Blvd	SE 5th St	1,127
SE	SE Jamaica Dr	SE 6th St	Culdesac	891
SE	SE 5th St	Paradise Way	Moberly Ln	1,155
SE	SE 6th St	Paradise Way	SE Jamaica Dr	310
SE	SE 7th St	SE Jamaica Dr	End	158
SE	SE 7th Ct	SE Jamaica Dr	Culdesac	231
Rolling Acres Subdivision				
SW	SW Blossom St	SW Shell Rd	SW Bermuda Ave	155
SW	SW Bermuda Ave	SW Bamboo Ave	SW Ryegrass Rd	1,119
SW	SW Bamboo Ave	SW Bermuda Ave	Culdesac	369
SW	SW Acres Ave	SW Bamboo Ave	SW Ryegrass Rd	1,023
SW	SW Ryegrass Rd	SW Bermuda Ave	SW Wheatgrass Blvd	622
SW	SW Wheatgrass Blvd	SW Regional Airport Blvd	SW Bamboo Ave	1,552
SW	SW Sage Blvd	SW Wheatgrass Blvd	SW Creek View St	601
SW	SW Creek View St	SW Sage Blvd	SW Alfalfa Ave	269
SW	SW Alfalfa Ave	SW Creek View St	SW Brentwood Rd	559
SW	SW Brentwood Rd	SW Alfalfa Ave	4405 SW Brentwood Rd	137
SW	SW Alfalfa Ave	SW Brentwood Rd	4306 SW Alfalfa Rd	568
SW	SW Butterfly Rd	SW Alfalfa Ave	4405 SW Butterfly Rd	234
Eagle Creek Subdivision				
SW	SW Golden Eagle Ave	SW Shell Rd	SW Shell Rd	1,713
SW	SW Kestrel Dr	SW Golden Eagle Ave	SW Merlin St	560
SW	SW Merlin St	SW Kestrel Dr	SW Grey Hawk Dr	480
SW	SW Osprey Dr	SW Merlin St	SW Golden Eagle Ave	533
SW	SW Grey Hawk Dr	SW Golden Eagle Ave	3902 SW Grey Hawk Dr	723
SW	SW Kite Dr	SW Golden Eagle Ave	SW Peregrine Ave	614
SW	SW Screech Owl St	SW Kite Dr	SW Harrier Dr	330
SW	SW Harrier Dr	SW Screech Owl St	3902 SW Screech Owl St	335
SW	SW Peregrine Ave	SW Harrier Dr	SW Kite Dr	271

SECTION	STREET NAME	STARTING AT	ENDING AT	LENGTH (FT)
Woods Creek Subdivision				
NE	NE Blue Spruce Ave	Woods Creek Rd	NE Dawn Hills Dr	1,791
NE	NE Lake View Ter	NE Blue Spruce Ave	Culdesac	171
NE	Grassland Trl	Woods Creek Rd	Culdesac	527
NE	Blue Stem Ln	Grassland Trl	Culdesac	735
NE	NE Dawn Hills Dr	Blue Stem Ln	NE Marina Dr	833
NE	NE Marina Dr	Woods Creek Rd	Little Flock Dr	3,315
NE	NE Lake Pointe Pl	NE Marina Dr	Culdesac	327
NE	NE Green Creek Cv	NE Marina Dr	Culdesac	209
NE	NE Green Creek Rd	NE Marina Dr	704 NE Green Creek Rd	1,270
NE	NE Birchgrove Pl	NE Green Creek Rd	Culdesac	262
NE	NE Royce Loop	NE Marina Dr	NE Marina Dr	1,354
NE	NE Lake Forest Ln	NE Marina Dr	Culdesac	481
NE	Grassland Ct	Woods Creek Rd	Culdesac	174
NE	NE Waterview Ter	Woods Creek Rd	Culdesac	518
NE	NE Branchwood Ter	NE Waterview Ter	Culdesac	663
NE	NE Miner Ct	Woods Creek Rd	Culdesac	536
NE	NE Saddle Ridge Rd	Woods Creek Rd	Culdesac	703

Total L.F.	13,869
Miles	6.30



Mastic Seal 2027

SECTION	STREET NAME	STARTING AT	ENDING AT	LENGTH (FT)
Windwood Subdivision				
SW	Anna St	SW 14th St	SW 15th St	419
SW	SW 15th St	SW Thorton St	SW Elington St	1,136
SW	SW Elington St	SW 15th St	SW 20th St	1,967
SW	SW Thorton St	SW 15th St	SW 17th St	614
SW	SW 16th St	Been Rd	SW Elington St	1,261
SW	SW 17th St	SW Thorton St	SW Elington St	1,041
SW	SW 18th St	Been Rd	1804 SW 18th St	2,439
SW	SW 19th St	Been Rd	SW Elington St	1,442
SW	SW Columbus Rd	SW 19th St	SW 20th St	553
SW	SW 20th St	Been Rd	SW Birch St	2,219
SW	SW Marquette Rd	SW 19th St	SW 20th St	679
SW	SW Fremont RD	SW 19th St	SW 20th St	679
SW	SW Aspen St	SW 19th St	SW 20th St	679
SW	SW Sequoia St	SW 18th St	SW 20th St	1,006
SW	SW Cypress St	SW 18th St	SW 20th St	1,006
SW	SW Birch St	SW 18th St	SW 20th St	1,194
Thornbrook Village Subdivision				
SW	SW Elington St	SW 20th St	SW Cadwell Ave	1,546
SW	SW Huntwick Ave	SW Elington St	Been Rd	1,319
SW	SW Montana Ave	SW Elington St	SW Chaddington Rd	1,086
SW	SW Worthington Ave	SW Elington St	SW Chaddington Rd	1,086
SW	SW Tupelo Ave	SW Elington St	SW Chaddington Rd	1,086
SW	SW Cadwell Ave	SW Elington St	Been Rd	1,319
Elington Village Subdivision				
SW	SW Huntwick Ave	SW Elington St	SW Birch St	887
SW	SW Birch St	SW 20th St	SW Huntwick Ave	325
SW	SW River Birch St	SW Huntwick Ave	SW Montana Ave	297
SW	SW Montana Ave	SW River Birch St	SW Elington St	717
Laurnwood Estates				
SW	SW 19th St	Been Rd	SW Laurnwood St	145
SW	SW Laurnwood St	SW Tanglewood Ave	SW Warberry Ave	724
SW	SW Warberry Ave	SW Laurnwood St	SW Stonegrove Rd	1,310
SW	SW Brompton St	Glen Rd	SW Warberry Ave	863
SW	SW Tanglewood Ave	SW Laurnwood St	SW Ashbury St	915
SW	SW Ledbury Cv	SW Brompton St	Culdesac	252
SW	SW Candlewood St	SW Tanglewood Ave	SW Warberry Ave	733
SW	SW Ashbury St	SW Tanglewood Ave	SW Warberry Ave	774

SECTION	STREET NAME	STARTING AT	ENDING AT	LENGTH (FT)
Stone Meadow Addition				
SW	SW Stonegrove Rd	Glen Rd	SW Riverstone Ave	1,208
SW	SW Riverstone Ave	SW Stonegrove Rd	Glen Rd	1,883
SW	SW Hillstone Ave	SW Stonegrove Rd	SW Riverstone Ave	1,074
SW	SW Stonepoint Ave	SW Stonegrove Rd	SW Riverstone Ave	1,050
SW	SW Stoneway Ave	SW Stonegrove Rd	SW Riverstone Ave	944
SW	SW Warberry Ave	SW Stonegrove Rd	SW Riverstone Ave	800
Lonesome Pond Subdivision				
SW	SW Horizon St	SW Twilight Ave	SW Camden Dr	783
SW	SW Camden Dr	SW Horizon St	SW Hasley St	485
SW	SW Eventide St	SW Twilight Ave	SW Camden Dr	750
SW	SW Tunica Ave	SW Eventide St	59 SW Tunica Ave	210
SW	SW Twilight Ave	SW Eventide St	SW Horizon St	242
SW	SW Tunica Ave	SW Horizon St	SW Apache Dr	235
Briar Chase Subdivision				
SW	SW Camden Dr	SW Hasley St	SW Tinsley St	1,114
SW	SW Tinsley St	SW Camden Dr	SW Tunica Ave	275
SW	SW Berkshire Dr	SW Elm Tree Rd	SW Tinsley St	183
SW	SW Tunica Ave	SW Tinsley St	15 SW Tunica Ave	900
SW	SW Davinbrook St	SW Tunica Ave	SW Camden Dr	280
SW	SW Belmont Way	SW Avondale Dr	SW Tunica Ave	146
SW	SW Avondale Dr	SW Elm Tree Rd	SW Belmont Way	520
Carriage Square Subdivision				
SW	SW Cabriolet St	SW Carriageway Ave	SW Surrey Ave	549
SW	SW Surrey Ave	SW Cabriolet St	SW Tater Black Rd	1,191
SW	SW Hansom Loop	SW Surrey Ave	SW Surrey Ave	1,504
SW	SW Moline Ave	SW Cabriolet St	SW Tater Black Rd	1,250

Total L.F.	51,294
Miles	9.71



2024 – 2027 Pavement Management Program

Overlay and Mastic Seal Combined 2024

	Cost	Miles	Per Lane Mile Cost
Total	\$960,465.66	10.90	\$88,116.12

2025

	Cost	Miles	Per Lane Mile Cost
Total	\$1,006,948.93	13.75	\$73,214.50

2026

	Cost	Miles	Per Lane Mile Cost
Total	\$1,247,592.04	12.10	\$103,080.00

2027

	Cost	Miles	Per Lane Mile Cost
Total	\$1,349,510.92	15.15	\$89,076.63

In House Overlay 2024

	Cost	Miles	Per Lane Mile Cost
Total	\$267,773.87	2.35	\$113,946.33

2025

	Cost	Miles	Per Lane Mile Cost
Total	\$271,085.06	2.89	\$93,845.34

2026

	Cost	Miles	Per Lane Mile Cost
Total	\$454,253.15	4.42	\$102,785.42

2027

	Cost	Miles	Per Lane Mile Cost
Total	\$439,812.59	3.94	\$111,639.37

Contract Overlay 2024

	Cost	Miles	Per Lane Mile Cost
Total	\$375,985.10	1.54	\$244,146.17

2025

	Cost	Miles	Per Lane Mile Cost
Total	\$273,881.24	1.15	\$238,157.60

2026

	Cost	Miles	Per Lane Mile Cost
Total	\$493,364.49	1.39	\$355,966.73

2027

	Cost	Miles	Per Lane Mile Cost
Total	\$459,486.30	1.50	\$307,216.37

Mastic Seal 2024

	Cost	Miles	Per Lane Mile Cost
Total	\$316,706.69	7.01	\$45,179.27

2025

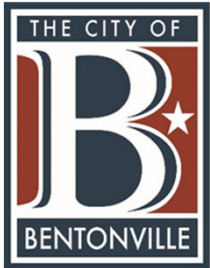
	Cost	Miles	Per Lane Mile Cost
Total	\$461,982.63	9.72	\$47,537.04

2026

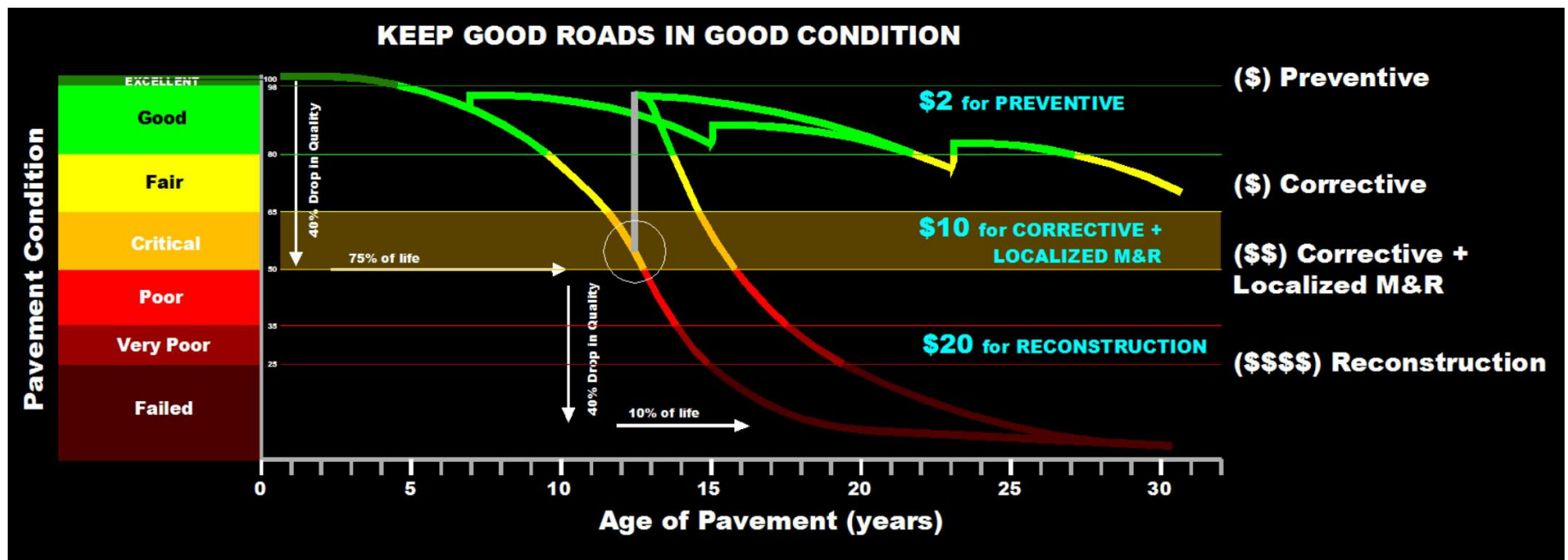
	Cost	Miles	Per Lane Mile Cost
Total	\$299,974.40	6.30	\$47,632.17

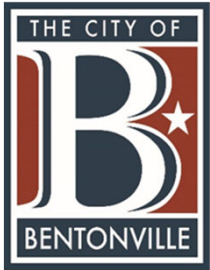
2027

	Cost	Miles	Per Lane Mile Cost
Total	\$450,212.03	9.71	\$46,343.03

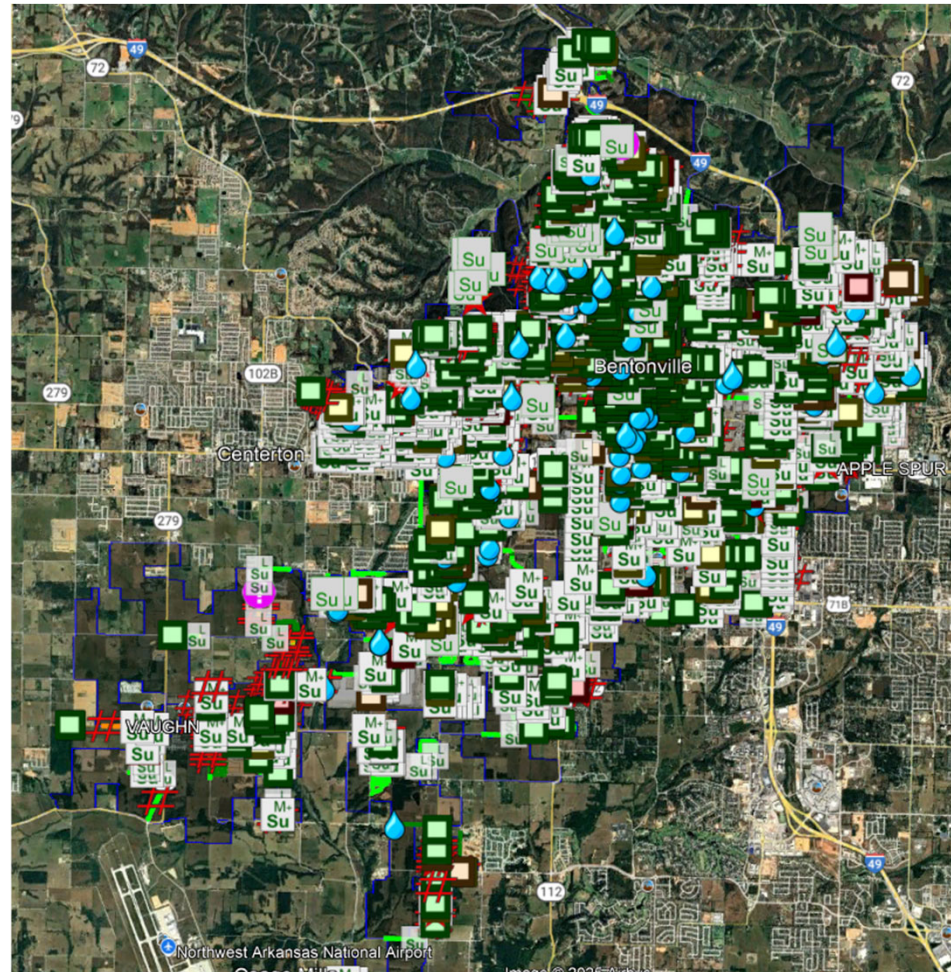


Condition Summary





Condition Map





City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	5/27/2025	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 25-30 Memorial and Citizens Park Tennis Court Resurfacing
Action Recommendation & Justification:	A Resolution authorizing the Mayor and City Clerk to enter into an agreement with Generation Sport Construction LLC, for the resurfacing of Courts 1-8 at Memorial Park and 5-8 at Citizens Park, in the amount of \$103,034.40. A budget adjustment is needed to reclassify these funds from Capital to O&M.
Additional Comments for Consideration (Optional):	The lowest bid for IFB 25-30 was from Generation Sport Construction for \$51,517.20. Since this was under budget, the Parks Department was able to add four additional courts to make the total of the awarded bid \$103,034.40. Annually the Parks Maintenance team resurfaces an established set of courts to maintain consistent paint, defined lines, and address any cracks and inconsistencies. Courts 1-4 were budgeted in the 2024 capital budget and funds were rolled forward for 2025.
Amount for Approval:	\$ 103,034.40

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

105030-44430	Building/Ground Maintenance	\$ 64,000.00	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
105030-47390	Improv Other than Bldg/Proj	\$ (64,000.00)	\$
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):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

www.bentonvillear.com

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Memo



To: City Council, Mayor Orman

Thru: David Wright, Parks and Recreation Director

From: Creek Wenger, Parks and Recreation Maintenance Manager

Date: April 30, 2025

Re: Council Approval of Bid Award IFB 25-30, in the amount of \$103,034.40 to Generation Sport Construction LLC, for the resurfacing of Courts 1-8 at Memorial Park and 5-8 at Citizens Park.

Council Approval of Bid Award IFB 25-30, in the amount of \$103,034.40 to Generation Sport Construction LLC, for the resurfacing of Courts 1-8 at Memorial Park and 5-8 at Citizens Park. It is a 2025 budgeted item.

The winning bid for IFB 25-30 was from Generation Sport Construction for \$51,517.20. Since this was under budget, the Parks Department was able to expand the scope of work to add six additional courts to make the total of the awarded bid \$103,034.40.

The approval of this bid award is essential to maintaining the City's commitment to providing high-quality recreational facilities. The annual resurfacing of the tennis courts at Memorial Park and Citizens Park ensures their longevity, safety, and functionality, allowing Patrons to enjoy these amenities without failure, fading, or inconsistency in surfacing.

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:

4/10/25

Time of Bid Opening:

1:00 PM

IFB-25-30

Solicitation Title: Memorial and Citizens Park Tennis Court Resurfacing

Bidders:				Generation Sport Construction		McConnell and Associates Corp		Pro Track and Tennis, Inc		Sullivan Contracting Services	
Line Item	Estimated Quantity	Unit of Measure	Description	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	6	EA	Mobilization, Site Safety, Signage	\$0.00	\$0.00	\$0.00	\$0.00	\$1,500.00	\$9,000.00	\$3,185.25	\$19,111.50
2	41,280	SQ FT	High-Pressure Washing of Court Surface	\$0.08	\$3,137.28	\$0.26	\$10,732.80	\$0.14	\$5,779.20	\$1.69	\$69,763.20
3	6	EA	Repair of Cracks, Depressions and Surface Damage with Court Patch Binder	\$0.00	\$0.00	\$4,430.00	\$26,580.00	\$1,000.00	\$6,000.00	\$6,259.50	\$37,557.00
4	41,280	SQ FT	Full Coating of Acrylic Resurface Coating System across Memorial Park Courts 1-4 and Citizens Park Courts 5-6	\$0.96	\$39,422.40	\$1.86	\$76,780.80	\$0.72	\$29,721.60	\$0.91	\$37,564.80
5	1,128	FT	Youth Tennis Court Light Blue Line Striping across Memorial Park Courts 1-4 and Citizen Park Courts 5-6	\$2.58	\$2,910.24	\$0.11	\$124.08	\$2.65	\$2,989.20	\$8.13	\$9,170.64
6	2,724	FT	White Line Striping across Memorial Park Courts 1-4 and Citizen Park Courts 5-6	\$2.22	\$6,047.28	\$0.11	\$299.64	\$1.10	\$2,996.40	\$3.37	\$9,179.88
7	6	EA	Disposal of Debris and Waste Material	\$0.00	\$0.00	\$0.00	\$0.00	\$333.33	\$1,999.98	\$104.33	\$625.98
8	6	EA	Final Site Inspection	\$0.00	\$0.00	\$0.00	\$0.00	\$250.00	\$1,500.00	\$104.53	\$627.18
9	6	EA	Final Cleanup and Removal of Site Materials	\$0.00	\$0.00	\$0.00	\$0.00	\$250.00	\$1,500.00	\$104.53	\$627.18
10	6	EA	Project Documentation, Warranty Information, & Maintenance Schedule	\$0.00	\$0.00	\$0.00	\$0.00	\$166.66	\$999.96	\$262.48	\$1,574.88
Total Bid Price				\$51,517.20		\$114,517.32		\$62,486.34		\$185,802.24	
				*Total Bid Price was corrected during Bid Evaluation.		*Total Bid Price was corrected during Bid Evaluation.		*Total Bid Price was corrected during Bid Evaluation.		*Total Bid Price was corrected during Bid Evaluation.	
purchasing@bentonvillear.com - (479) 271-3115											
TABULATION VERIFICATION											

X

Purchasing and Compliance Specialist

Kelsi Frederick
Purchasing and Compliance Manager

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH GENERATION SPORT CONSTRUCTION LLC., IN THE AMOUNT OF ONE HUNDRED THREE THOUSAND THIRTY-FOUR DOLLARS AND FORTY CENTS (\$103,034.40), TO RESURFACE TENNIS COURTS; AMENDING THE 2025 BUDGET TO ALLOCATE BUDGETED FUNDS; AND FOR OTHER PURPOSES.

WHEREAS, Generation Sport Construction LLC. is the lowest bidder for IFB 25-30 which will be used to resurface tennis courts at Memorial and Citizens Parks; and

WHEREAS, a portion of this is already budgeted and a budget adjustment is needed to allocate additional budgeted funds.

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

Section 1: The Mayor and City Clerk are authorized to enter into an agreement with Generation Sport Construction LLC., in the amount of one hundred three thousand thirty-four dollars and forty cents (\$103,034.40), to resurface tennis courts at Memorial and Citizens Parks;

Section 2: The 2025 Budget is hereby adjusted to appropriate sixty-four thousand dollars (\$64,000.00) from Account #105030-44430 – Building/Ground Maintenance into Account #105030-47390 – Improvement Other Than Building/Project;

Section 3 - Severability Provision: If any part of this Resolution 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 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:	5/27/2025	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 to Amend a Contract with Nabholz Construction Services for Phillips Park Construction.
Action Recommendation & Justification:	Resolution to amend a contract with Nabholz Construction Services in the amount of \$770,187.00 for additional construction work at Phillips Park. A budget adjustment is needed to reallocate impact fees.
Additional Comments for Consideration (Optional):	The additional budget request will be covered 100% by Park Impact Fees. Nabholz was selected under RFQ-21-27, following the City's standard RFQ solicitation & selection process for the procurement of professional services in accordance with state law. Unforeseen unsuitable soil in the park has caused substantial delays & redesigns for the main parking lot. Additional site improvements including shade canopies that were originally valued engineered out of the project are also included.
Amount for Approval:	\$ 770,187.00

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

252020-49110	Transfer Out - General	\$ 770,187.00	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
105030-39192	Transfer In - Impact/Capacity	\$	\$ 770,187.00
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
105030-47390	Improv Other than Bldg/Proj	\$ 770,187.00	\$
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): Impact Fees

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

www.bentonvillear.com

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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 14, 2025
Re: Resolution to Amend a Contract with Nabholz Construction Services for Phillips Park Construction.

Parks and Recreation staff request City Council approval of a resolution authorizing the Mayor and City Clerk to execute an amended agreement with Nabholz Construction Services in the amount of \$770,187 for additional construction management services for Phillips Park. A budget adjustment is required.

Construction at Phillips Park began in August 2023 and is currently 95% complete. However, unforeseen unsuitable soil in the park has caused substantial delays and redesigns for the main parking lot. In order to complete the parking lot, an additional \$250,000 is needed to stabilize the soil. In addition, Parks staff recognized the need for some additional site improvements including shade canopies that were originally valued engineered out of the project, an extension of the parks maintenance facility fencing and gating, and additional sidewalks in the park.

The full amount of this adjusted GMP will be covered by Park Impact Fees.

While the work is ongoing at Phillips Park, the City and Nabholz are in agreement to provide the City with a temporary certification of occupancy for all other areas at Phillips Park so that our maintenance team can begin their work in the park preparing the ballfields, concessions, and other spaces for play later this year. The parking lot, fencing, and sidewalks are expected to take 6-8 weeks to complete upon Council approval while the shade canopies will be completed later this fall due to a longer delivery timeframe.

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

Attachments:

Original Nabholz Agreement

Amended Nabholz Contract Agreement

AIA[®] Document A133[™] – 2019

Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the 20th day of May in the year 2025, is incorporated into the accompanying AIA Document A133[™]–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 15th day of February in the year 2022 (the “Agreement”)
(In words, indicate day, month, and year.)

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

Phillips Park Sports Complex
City of Bentonville

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

City of Bentonville
305 S.W. A Street
Bentonville, AR 72712

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

Nabholz Construction Corporation, dba/
Nabholz Construction Services
3301 North Second Street / P.O. Box 277
Rogers, AR 72757-0277

TABLE OF ARTICLES

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

ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Guaranteed Maximum Price

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

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Seven hundred seventy thousand one hundred eighty-seven dollars and zero cents (\$ \$770,187.00), subject to additions and deductions by Change Order as provided in the Contract Documents.

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

See attached Exhibit A.1 – Statement of GMP

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

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

§ A.1.1.5 **Alternates**

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

Item	Price
N/A	

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

Item	Price	Conditions for Acceptance
N/A		

§ A.1.1.6 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
N/A		

ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ A.2.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

☒ [X] The date of execution of this Amendment.

☐ Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

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

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

§ A.2.3 **Substantial Completion**

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

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

☒ [X] Not later than ninety (90) calendar days from the date of commencement of the Work.

☐ By the following date:

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

Portion of Work	Substantial Completion Date
N/A	

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

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

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

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

Document	Title	Date	Pages
GTS Report	Pavement Subgrade Stabilization Recommendations	April 25, 2025	3

§ A.3.1.2 The following Specifications:

(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

Reference GMP Amendment 001 Exhibit B Specifications with additions through April 30, 2025

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

§ A.3.1.3 The following Drawings:

(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

Reference GMP Amendment 001 Exhibit C – List of Drawings with amendments as herein:

Number	Title	Date
Architect's Supplemental Instructions by Crafton Tull & Associates	ASI 005	March 19, 2025

§ A.3.1.4 The Sustainability Plan, if any:

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

Title	Date	Pages
N/A		

Other identifying information:

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:

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(Identify each allowance.)

Item	Price
Remove & Reinstall Existing Bleachers x 14	\$4,500.00
Bleacher Anchors x 4	\$240.00
Concrete Protection (CDX Plywood 4'x8' – 12)	\$624.00
Hydroseed @ SWPPP Maintenance	\$9,310.00

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

See attached Exhibit A.2 – Assumptions & Clarifications

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

N/A

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

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:
(List name, discipline, address, and other information.)

N/A

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

OWNER *(Signature)*

(Printed name and title)

CONSTRUCTION MANAGER *(Signature)*

Rob Dodd - EVP

(Printed name and title)



PROJECT NAME Phillips Park (Additional Work) - GMP Estimate - Rev.03
PROJECT LOCATION Bentonville, AR
REVIEW DATE 5/15/2025
ARCHITECT Crafton Tull & Associates, Inc.
ESTIMATED DURATION 3 mos

Job Phase	Nabholz	Description	Grand Total Amount	Grand Total Price
04		Maintenance Yard Fencing and Site Improvements		
	05-1950	Misc. Steel		
		Bollards	8,186	8,186.00 /Isum
		05-1950 Misc. Steel	8,186	8,186.00 /Isum
	07-9200	Joint Sealants		
		Joint Sealants	910	910.00 /Isum
		07-9200 Joint Sealants	910	910.00 /Isum
	32-1723	Pavement Markings		
		Pavement Markings	3,500	3,500.00 /Isum
		32-1723 Pavement Markings	3,500	3,500.00 /Isum
	32-3113	Fencing & Gates		
		Motorized: Slide Gate (Cellular SVC Subscription Owner Provided)	9,166	9,166.00 /Isum
		Motorized: Gate Operator	2,990	2,990.00 /Isum
		Motorized: Cellular Key Pad, Card Reader (100 Cards), Remotes, Knox Box, & Exit Devices	9,905	9,905.00 /Isum
		Motorized: Swing Gate (Cellular SVC Subscription Owner Provided)	7,724	7,724.00 /Isum
		Motorized: Gate Operator	2,499	2,499.00 /Isum
		Motorized: Cellular Key Pad, Card Reader (100 Cards), Remotes, Knox Box, & Exit Devices	9,905	9,905.00 /Isum
		Chain Link Fencing & Gates (Coated Black - 240lf)	8,640	8,640.00 /Isum
		Chain Link Walk Gates (Coated Black - x3)	1,050	1,050.00 /Isum
		Motorized: Slide Gate Garage Door Type Remote Openers - x50 (Employee Use)	1,500	1,500.00 /Isum
		Motorized: Slide Gate Garage Door Type Remote Openers - x5 (Public Use)	120	120.00 /Isum
		32-3113 Fencing & Gates	53,499	53,499.00 /Isum
	32-4750	Site Concrete		
		Sidewalks - 8,270 SF	41,350	41,350.00 /Isum
		Motorized Equipment Foundations	3,600	3,600.00 /Isum
		Mountable Curb & Gutter (20lf)	500	500.00 /Isum
		Overhead	7,289	7,289.00 /Isum
		32-4750 Site Concrete	52,739	52,739.00 /Isum
	33-0516	Site Utilities		
		Site Electric (Conduit, Wire, & Accessories - Gate Power - x2)	15,000	15,000.00 /Isum
		Gates: Road Demolition, Trench, Backfill, & New SD Asphalt Paving (92sqft)	8,500	8,500.00 /Isum
		33-0516 Site Utilities	23,500	23,500.00 /Isum
		04 Maintenance Yard Fencing and Site Improvements	142,334	142,334.00 /Isum
05		Shade Canopies		
	11-6600	Bleachers		
		Remove & Reinstall Existing Bleachers x14 - Allowance	4,500	4,500.00 /Isum
		Bleacher Anchors x4 - Allowance	240	240.00 /Isum
		11-6600 Bleachers	4,740	4,740.00 /Isum
	11-6800	Shade Canopies		
		Supply: Shade Canopy - x7	118,321	118,321.00 /Isum
		Installation & Erection - x7	72,359	72,359.00 /Isum
		Anchor Bolts (Drill & Epoxy - x84)	25,200	25,200.00 /Isum
		11-6800 Shade Canopies	215,880	215,880.00 /Isum
	32-1313	Site Concrete		
		Canopy Footings (Included w/ PP GMP)	0	0.01 /Isum
		Concrete Protection (CDX Plywood 4'x8' - 12) - Allowance	624	624.00 /Isum
		32-1313 Site Concrete	624	624.01 /Isum
		05 Shade Canopies	221,244	221,244.01 /Isum
07		Parking Cement Stabilization		
	03-0010	Concrete		
		Parking Cement Stabilization	167,350	167,350.00 /Isum
		03-0010 Concrete	167,350	167,350.00 /Isum
		07 Parking Cement Stabilization	167,350	167,350.00 /Isum
08		Maintenance Cedar Privacy Fence		
	32-3113	Fencing & Gates		
		Wood Fencing: Cedar Privacy Fence	70,879	70,879.00 /Isum
		32-3113 Fencing & Gates	70,879	70,879.00 /Isum
		08 Maintenance Cedar Privacy Fence	70,879	70,879.00 /Isum



PROJECT NAME *Phillips Park (Additional Work) - GMP Estimate - Rev.03*
PROJECT LOCATION Bentonville, AR
REVIEW DATE 5/15/2025
ARCHITECT Crafton Tull & Associates, Inc.
ESTIMATED DURATION 3 mos

Estimate Totals

Description	Amount	Totals
Cost of Work	601,807	601,807
Building Permit Allowance	3,486	
Municipal Fees	3,486	605,293
Warranty	1,925	
Subcontractor Surety	7,523	
General Liability & Umbrella	7,317	
Builder's Risk	5,370	
Performance Payment Bond	3,851	
Insurances & Bonds	25,986	631,279
General Contractor Contingency	23,106	654,385
General Conditions & Requirements	87,786	742,171
Project Fee	28,016	770,187
Total		770,187

PROJECT CONFIDENTIAL

Property of Nabholz Construction Corporation Not for Duplication or Distribution

This document includes data that is deemed trade secret or proprietary to Nabholz and prepared in conjunction with the Project. This document is shared with the Project team solely for use on this Project consistent with the responsibilities of the Project team. The Recipients shall not duplicate, use, or disclose, in whole or in part, to any person, entity, or party outside the Project team without Nabholz' prior written authorization.



Phillips Park Improvements Bentonville, AR

Assumptions, Clarifications, & Qualifications

The following assumptions, clarifications, and qualifications apply to this GMP Amendment 002:

Exclusions: The following items are not included in the budget pricing:

- Overhead door operators and deck at the maintenance building.
- Dumpster enclosure.
- Utility services, irrigation, and maintenance (watering and mowing) of grass areas.
- Third-party testing and inspections (assumed to be arranged and funded by the City of Bentonville).
- Design fees.
- Non-typical delegated design.
- Furniture, Fixtures, and Equipment (FFE), except for shade canopies specified in ASI 005.

Clarifications

- **Cement Stabilization Quantities:** The amendment is based on a not-to-exceed quantity of 86,835 square feet of cement stabilization. Final costs will be determined based on actual areas stabilized, as verified by the Engineer of Record.
- **Asphalt Profile Credit:** No credit for the reduced asphalt profile is included in this amendment. A credit for asphalt quantities will be addressed in a final change order, based on the difference between estimated and actual quantities placed.
- Assumes recommendations of cement stabilization subcontractor PaveCon for placement of 4" of base material ahead of stabilization is acceptable to Engineer of Record as this deviates from the recommendations of the Geotech report by GTS.
- CM Fee was removed on portion of GMP Amendment attributed to unsuitable soils/cement stabilization per meeting with Bentonville Parks on May 15, 2025.

RESOLUTION NO. 9-12-23 M

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AMENDED GMP WITH NABHOLZ, IN THE AMOUNT OF SEVENTEEN MILLION NINETY-FIVE THOUSAND ONE HUNDRED DOLLARS (\$17,095,100.00), FOR CONSTRUCTION OF PHILLIPS PARK; RECOGNIZING A CONTRIBUTION FROM VISIT BENTONVILLE, IN THE AMOUNT OF THREE MILLION DOLLARS (\$3,000,000.00); ADJUSTING THE 2023 BUDGET TO RECOGNIZE AND APPROPRIATE FUNDS FOR THIS PROJECT; AND FOR OTHER PURPOSES.

WHEREAS, Parks and Recreation staff has worked closely with Nabholz to design and create phases for the master planned park, therefore Nabholz is best suited for construction of the first phase;

WHEREAS, Visit Bentonville will contribute three million dollars (\$3,000,000.00) over the next five (5) years to fund this project; and

WHEREAS, the remainder of this project is funded through budgeted Bond Monies and Impact Fees.

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

Section 1: The Mayor and City Clerk are authorized to enter into a Memorandum of Understanding with Visit Bentonville to accept a total of three million dollars (\$3,000,000.00) in funding for Phillips Park;

Section 2: The Mayor and City Clerk are authorized to enter into an amended GMP with Nabholz, in the amount of seventeen million ninety-five thousand one hundred dollars (\$17,095,100.00), for construction management for the Phillips Park;

Section 3: The 2023 Budget is adjusted to recognize Visit Bentonville contributions in the total amount of three million dollars (\$3,000,000.00) into Account #105030-37030 – Advertising & Promotion Contributions and appropriate the same into Account #105030-47390 – Improvements Other than Building/Other;

Section 4: The 2023 Budget is adjusted to recognize four hundred sixty-three thousand one hundred forty dollars (\$463,140.00) of Impact Fees from Account #255020-49110 – Transfer Out -General to Account #105030-39192 – Transfer In – Impact/Capacity and appropriate the same into Account #105030-47390 – Improvements Other than Building/Other;

Section 5: The 2023 Budget is further adjusted to appropriate thirteen million six hundred seventy-seven thousand two hundred sixty dollars (\$13,677,260.00) from General Fund Reserves into Account #105030-47390 – Improvement Other than Building/Other;

Section 6 - Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 7 - Repeal of Conflicting Resolutions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED this 12 day of SEPTEMBER, 2023.

APPROVED:

[REDACTED]
STEPHANIE ORMAN, MAYOR

ATTEST:

[REDACTED]
KIRBY ROMINES, CITY CLERK





August 10, 2023

Phillips Park Renovation - GMP

Project Description:

This project includes renovations and expansion to the existing Phillips Park in Bentonville, AR.

GMP Price \$17,095,100

The construction price above includes taxes, insurance, general conditions, project requirements, and fee. This price also includes a 1.5% contingency.

We appreciate this opportunity and look forward to working with you and your staff.

Sincerely,
Nabholz Construction

Rob Dodd
Executive Vice President

AIA® Document A133™ – 2019

Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the 23rd day of August in the year 2023, is incorporated into the accompanying AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 15th day of February in the year 2022 (the "Agreement")
(In words, indicate day, month, and year.)

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

Phillips Park Sports Complex
3108 SE J St
Bentonville, AR 72712

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

City of Bentonville
305 S.W. A Street
Bentonville, AR 72712

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

Nabholz Construction Corporation, dba/
Nabholz Construction Services
3301 North Second Street / P.O. Box 277
Rogers, AR 72757-0277

TABLE OF ARTICLES

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

ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Guaranteed Maximum Price

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

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed seventeen million ninety-five thousand one hundred (\$ 17,095,100.00), subject to additions and deductions by Change Order as provided in the Contract Documents.

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

(Provide itemized statement below or reference an attachment.)

Reference Attached Exhibit A – Statement of GMP

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

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

§ A.1.1.5 **Alternates**

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

Item	Price
Alternate #1 Phase 1B Delete*	(\$612,718.00)
Alternate #3 Parking Lot Irrigation Delete*	(\$37,500.00)
Value Engineering (VE) Alternates*	
VE #4 Alternate Layout for Outfield Dirt/Sand/Flat Pipe Drainage System	(\$263,000.00)
VE #5 Alternate Layout for Infield Rock/Flat Pipe Drainage System	(\$52,300.00)
VE #7 Alternate Shaw Turf Option	(\$539,527.00)
VE #8 Sediment Pond Rework	(\$94,487.00)
VE #9 Concession Stand Insulated Glazing	(\$18,000.00)
VE #10 Utilize Varco Pruden for PEMB Supplier Typical R-Panel	(\$22,389.00)

**Alternate & VE prices are direct cost prior to markup of insurances and fee.*

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.

(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
N/A		

§ A.1.1.6 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
N/A		

ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ A.2.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

☒ [X] The date of execution of this Amendment.

☐ [« »] Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

« »

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

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

§ A.2.3 Substantial Completion

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

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

[« »] Not later than « » (« ») calendar days from the date of commencement of the Work.

[X] By the following date: September 2, 2024

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

Portion of Work	Substantial Completion Date
N/A	

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

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

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

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

Document	Title	Date	Pages
N/A			

§ A.3.1.2 The following Specifications:

(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

Reference Attached Exhibit B – List of Specifications

Section	Title	Date	Pages
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§ A.3.1.3 The following Drawings:

(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

Reference Attached Exhibit C – List of Drawings

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

§ A.3.1.4 The Sustainability Plan, if any:

(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews,

testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title	Date	Pages
N/A		

Other identifying information:

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

Item	Price
Surveying Allowance	\$15,000.00
Final Cleaning Allowance	\$10,000.00
Flooring Allowance	\$1,500.00
Additional Waterline Allowance	\$5,000.00
Utility Temp Drop Place Holder for BEUD	\$30,057.00
Existing Fields Rework Allowance	\$75,000.00
Unsuitable Soils Allowance	\$200,000.00
Temp Construction Fence Allowance	\$50,000.00

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

Design fees have not been included in the GMP.
Owner Fixtures, Furnishings, & Equipment (FF&E) are excluded.
Cost for 3rd party testing and inspection services are excluded.
Cost for Building Permits has been excluded from GMP.
Substantial Completion by September 2, 2024 (Labor Day) is contingent upon Notice to Proceed/Execution of this amendment on or before August 23, 2023.

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

Prebid Addendum 1 – Dated June 22, 2023
Prebid Addendum 2 – Dated June 28, 2023
Prebid Addendum 3 – Dated July 5, 2023
Prebid Addendum 4 – Dated July 11, 2023

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

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

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

N/A

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

OWNER (Signature)

(Printed name and title)

CONSTRUCTION MANAGER (Signature)

Rob Dodd – Executive Vice President

(Printed name and title)



GMP
PROJECT NAME Phillips Park Renovation
PROJECT LOCATION Bentonville, AR
REVIEW DATE 8/2/2023
ARCHITECT Crafton Tull & Associates, Inc.
ESTIMATED DURATION 12 Mnth

EXHIBIT A - Statement of GMP

Job Phase	Nabholz	Description	Takeoff Quantity	Grand Total Amount
01		Park Pricing		
	01-4123	Surveying		
		Surveying Allowance	1.00 Isum	15,000
		01-4123 Surveying	1.00 Isum	15,000
	01-7423	Final Cleaning		
		Final Cleaning Allowance	1.00 Isum	10,000
		01-7423 Final Cleaning	1.00 Isum	10,000
	03-0010	Concrete		
		Global Concrete	1.00 Isum	1,534,638
		Alt. #1 Deduct	1.00 Isum	(148,651)
		Global Concrete Bond	1.00 Isum	14,908
		03-0010 Concrete	1.00 Isum	1,400,895
	04-2000	Masonry		
		Walker Masonry	1.00 Isum	352,800
		04-2000 Masonry	1.00 Isum	352,800
	05-1205	Structural and Miscellaneous Steel (Supply)		
		NWA Steel	1.00 Isum	232,740
		05-1205 Structural and Miscellaneous Steel (Supply)	1.00 Isum	232,740
	05-1210	Structural and Miscellaneous Steel (Install)		
		Included in Supply above.	1.00 Isum	
		05-1210 Structural and Miscellaneous Steel (Install)	1.00 Isum	
	06-2000	Millwork		
		Hardgrave	1.00 Isum	54,460
		06-2000 Millwork	1.00 Isum	54,460
	07-1000	Waterproofing and Dampproofing		
		Crum & Marshall	1.00 Isum	34,360
		Alt. #1 Deduct	1.00 Isum	(575)
		07-1000 Waterproofing and Dampproofing	1.00 Isum	33,785
	07-4633	Roofing & Wall Panels		
		Mid-Ark Roofing	1.00 Isum	212,973
		07-4633 Roofing & Wall Panels	1.00 Isum	212,973
	08-1113	Div. 8 & 10 supply		
		Wesche	1.00 Isum	59,897
		08-1113 Div. 8 & 10 supply	1.00 Isum	59,897
	08-2000	Div. 8 & 10 Install		
		Nabholz	1.00 Isum	9,948
		08-2000 Div. 8 & 10 Install	1.00 Isum	9,948
	08-3323	Overhead Doors		
		Southwest Garage Door	1.00 Isum	38,016
		08-3323 Overhead Doors	1.00 Isum	38,016
	08-4100	Glass & Glazing		
		The Glass Company	1.00 Isum	46,900
		VE #9 Typical insulated glazing at concessions transaction windows in lieu of bullet proof	1.00 Isum	(18,000)
		08-4100 Glass & Glazing	1.00 Isum	28,900
	09-2116	Framing & Drywall		
		TCM	1.00 Isum	227,300



GMP

PROJECT NAME Phillips Park Renovation
PROJECT LOCATION Bentonville, AR
REVIEW DATE 8/2/2023
ARCHITECT Crafton Tull & Associates, Inc.
ESTIMATED DURATION 12 Mnth

EXHIBIT A - Statement of GMP

Job Phase	Nabholz	Description	Takeoff Quantity	Grand Total Amount
		09-2116 Framing & Drywall	1.00 Isum	227,300
	09-6500	Flooring		
		Flooring Allowance	1.00 Isum	1,500
		09-6500 Flooring	1.00 Isum	1,500
	09-9100	Painting		
		SMP	1.00 Isum	87,570
		09-9100 Painting	1.00 Isum	87,570
	11-6600	Sports Field Equipment		
		Sopa	1.00 Isum	1,370,365
		11-6600 Sports Field Equipment	1.00 Isum	1,370,365
	11-6700	Scoreboards		
		Nevco Supply	1.00 Isum	57,701
		11-6700 Scoreboards	1.00 Isum	57,701
	11-6800	Playground Equipment		
		Playground Relocation	1.00 Isum	33,766
		11-6800 Playground Equipment	1.00 Isum	33,766
	13-3419	Pre-Engineered Structures		
		Varco Pruden	1.00 Isum	79,963
		13-3419 Pre-Engineered Structures	1.00 Isum	79,963
	22-0000	Plumbing		
		HDI Contractors	1.00 Isum	356,000
		Additional Waterline Allowance	1.00 Isum	5,000
		22-0000 Plumbing	1.00 Isum	361,000
	23-0010	HVAC		
		Gold Mechanical	1.00 Isum	105,148
		23-0010 HVAC	1.00 Isum	105,148
	26-1000	Electrical		
		Hill	1.00 Isum	2,343,507
		Utility Temp Drop Placeholder Allowance From BEUD	1.00 Isum	30,057
		Existing Field Lights Rework Allowance	1.00 Isum	75,000
		Hill Electric Bond @1.9%	1.00 Isum	44,527
		26-1000 Electrical	1.00 Isum	2,493,090
	31-0000	Earthwork and Site Prep		
		Garrett X	1.00 Isum	2,639,306
		Alt. #1 Deduct	1.00 Isum	(156,695)
		VE #8 Rework sediment ponds	1.00 Isum	(94,487)
		Unsuitable Soils Allowance	1.00 Isum	200,000
		31-0000 Earthwork and Site Prep	1.00 Isum	2,588,125
	31-1000	Field Drainage		
		Byrne & Jones	1.00 Isum	2,179,000
		VE #4 Alternate layout for outfield dirt/sand/flat pipe drainage system	1.00 Isum	(263,000)
		VE #5 Alternate layout for infield rock/flat pipe drainage system	1.00 Isum	(52,300)
		31-1000 Field Drainage	1.00 Isum	1,863,700
	32-1216	Asphalt Paving		
		Garrett X	1.00 Isum	610,683
		Alt. #1 Deduct	1.00 Isum	(155,597)
		32-1216 Asphalt Paving	1.00 Isum	455,086
	32-1723	Pavement Markings and Signage		
		Custom Pavement	1.00 Isum	35,750



GMP
PROJECT NAME Phillips Park Renovation
PROJECT LOCATION Bentonville, AR
REVIEW DATE 8/2/2023
ARCHITECT Crafton Tull & Associates, Inc.
ESTIMATED DURATION 12 Mnth

EXHIBIT A - Statement of GMP

Job Phase	Nabholz	Description	Takeoff Quantity	Grand Total Amount
	32-1723	Pavement Markings and Signage		
		Alt. #1 Deduct	1.00 lsum	(15,700)
		32-1723 Pavement Markings and Signage	1.00 lsum	20,050
	32-3113	Fencing & Gates		
		Byrne & Jones	1.00 lsum	565,500
		Temp Construction Fence Allowance	1.00 lsum	50,000
		32-3113 Fencing & Gates	1.00 lsum	615,500
	32-9323	Landscaping		
		Building Exteriors	1.00 lsum	1,340,900
		Alt. #1 Deduct	1.00 lsum	(135,500)
		Alt. #3 Deduct	1.00 lsum	(37,500)
		Building Exteriors Bond @2.5%	1.00 lsum	29,198
		32-9323 Landscaping	1.00 lsum	1,197,098
	34-4113	Synthetic Field Surface		
		Shaw	1.00 lsum	763,918
		34-4113 Synthetic Field Surface	1.00 lsum	763,918
		01 Park Pricing	1.00 lsum	14,770,293

Estimate Totals

Description	Amount	Totals
Cost of Work	14,770,293	14,770,293
Building Permit NIC		
Municipal Fees		14,770,293
Insurance & Bonds	425,562	
Insurance & Bonds	425,562	15,195,855
Design/Estimate Contingency		
Construction Contingency	256,427	
Contingency	256,427	15,452,282
General Conditions & General Requirements	710,325	
GCs & GRs	710,325	16,162,607
Preconstruction Services Fee	35,000	
CM Fee	897,493	
Contractors Fee	932,493	17,095,100
Total		17,095,100

PROJECT CONFIDENTIAL

Property of Nabholz Construction Corporation Not for Duplication or Distribution

This document includes data that is deemed trade secret or proprietary to Nabholz and prepared in conjunction with the Project. This document is shared with the Project team solely for use on this Project consistent with the responsibilities of the Project team. The Recipients shall not duplicate, use, or disclose, in whole or in part, to any person, entity, or party outside the Project team without Nabholz' prior written authorization.

The following list of specifications as outlined in the Project Manual by Crafton Tull & Associates dated April 14, 2023 are hereby incorporated into the GMP. Complete project manual is available for reference at the following link:

<https://nabholz->

DIVISION 00 - PROCUREMENT & CONTRACTING REQUIREMENTS

- 006000 PROJECT FORMS
- 007300 SUPPLEMENTARY CONDITIONS

DIVISION 01 - GENERAL REQUIREMENTS

- 011000 SUMMARY
- 012600 CONTRACT MODIFICATION PROCEDURES
- 012900 PAYMENT PROCEDURES
- 013100 PROJECT MANAGEMENT & COORDINATION
- 013300 SUBMITTAL PROCEDURES
- 014000 QUALITY REQUIREMENTS
- 015000 TEMPORARY FACILITIES & CONTROLS
- 016000 PRODUCT REQUIREMENTS
- 017300 EXECUTION
- 017700 CLOSEOUT PROCEDURES
- 017900 CLOSEOUT PROCEDURES

DIVISION 03 - CONCRETE

- 033000 CAST-IN-PLACE CONCRETE

DIVISION 04 - MASONRY

- 42000 BRICK VENEER
- 42200 CONCRETE UNIT MASONRY
- 42300 GLASS UNIT MASONRY

DIVISION 05 - METALS

- 051200 STRUCTURAL STEEL FRAMING
- 055000 METAL FABRICATIONS

DIVISION 06 - WOODS, PLASTICS, & COMPOSITES

- 061000 ROUGH CARPENTRY
- 061516 WOOD ROOF DECKING
- 064116 PLASTIC-LAMINATE-CLAD ARCHITECTURAL CABINETS

DIVISION 07 - THERMAL & MOISTURE PROTECTION

- 071920 FLUID-APPLIED MEMBRANE AIR BARRIERS
- 072100 THERMAL INSULATION
- 072119 FOAMED-IN-PLACE INSULATION
- 074113 STANDING-SEAM METAL ROOF PANELS
- 074213 FORMED METAL WALL PANELS
- 075423 TPO ROOFING
- 076200 SHEET METAL FLASHING AND TRIM
- 077100 ROOF SPECIALTIES
- 079200 JOINT SEALANTS

DIVISION 08 - OPENINGS

- 081113 HOLLOW METAL DOORS AND FRAMES
- 083313 COILING COUNTER DOORS
- 083613 SECTIONAL DOORS

DIVISION 09 - FINISHES

084113	METAL-FRAMED STOREFRONTS
085653	SECURITY WINDOWS
087100	FINISH HARDWARE
088000	GLAZING
092216	NON-STRUCTURAL METAL FRAMING
092900	GYPSON BOARD
096513	RESILIENT BASE
099113	EXTERIOR PAINTING
099123	INTERIOR PAINTING
099600	HIGH-PERFORMANCE COATINGS

DIVISION 10 - SPECIALTIES

102113	PLASTIC TOILET COMPARTMENT DOORS
102800	TOILET, BATH, AND LAUNDRY ACCESSORIES
104416	FIRE EXTINGUISHERS

DIVISION 13 - SPECIAL CONSTRUCTION

133419	METAL BUILDING SYSTEMS
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DIVISION 22 - PLUMBING

220516	EXPANSION FITTINGS AND LOOPS FOR PLUMBING PIPING
220516	EXPANSION FITTINGS AND LOOPS FOR PLUMBING PIPING
220517	SLEEVES AND SLEEVE SEALS FOR PLUMBING PIPING
220518	ESCUTCHEONS FOR PLUMBING PIPING
220519	METERS AND GAGES FOR PLUMBING PIPING
220523	GENERAL-DUTY VALVES FOR PLUMBING PIPING
220529	HANGERS AND SUPPORTS FOR PLUMBING PIPING AND EQUIPMENT
220533	HEAT TRACING FOR PLUMBING PIPING
220548.13	VIBRATION CONTROLS FOR PLUMBING PIPING AND EQUIPMENT
220553	IDENTIFICATION FOR PLUMBING PIPING AND EQUIPMENT
220719	PLUMBING PIPING INSULATION
221116	DOMESTIC WATER PIPING
221119	DOMESTIC WATER PIPING SPECIALTIES
221316	SANITARY WASTE AND VENT PIPING
221319	SANITARY WASTE PIPING SPECIALTIES
223300	ELECTRIC, DOMESTIC-WATER HEATERS
224100	PLUMBING FIXTURES

DIVISION 23 - HEATING, VENTILATING, & AIR CONDITIONING (HVAC)

230517	SLEEVES AND SLEEVE SEALS FOR HVAC PIPING
230518	ESCUTCHEONS FOR HVAC PIPING
230529	HANGERS AND SUPPORTS FOR HVAC PIPING AND EQUIPMENT
230533	HEAT TRACING FOR HVAC PIPING
230548.13	VIBRATION CONTROLS FOR HVAC
230553	IDENTIFICATION FOR HVAC PIPING AND EQUIPMENT
230593	TESTING, ADJUSTING, AND BALANCING FOR HVAC
230719	HVAC PIPING INSULATION
232300	REFRIGERANT PIPING
233416	CENTRIFUGAL HVAC FANS

- 233713.13 AIR DIFFUSERS, REGISTERS AND GRILLES
- 238126 MINI SPLIT-SYSTEM AIR-CONDITIONERS
- 238239.19 WALL AND CEILING UNIT HEATERS

DIVISION 26 - ELECTRICAL

- 260000 GENERAL ELECTRICAL REQUIREMENTS
- 260519 LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES
- 260526 GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS
- 260529 HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS
- 260533 RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS
- 260543 UNDERGROUND DUCTS AND RACEWAYS FOR ELECTRICAL
- 260544 SYSTEMS SLEEVES AND SLEEVE SEALS FOR ELECTRICAL RACEWAYS AND CABLING
- 260553 IDENTIFICATION FOR ELECTRICAL SYSTEMS
- 260923 LIGHTING CONTROL DEVICES
- 262200 LOW-VOLTAGE TRANSFORMERS
- 262416 PANELBOARDS
- 262726 WIRING DEVICES
- 262816 ENCLOSED SWITCHES AND CIRCUIT BREAKERS
- 264313 SURGE PROTECTION FOR LOW-VOLTAGE ELECTRICAL POWER
- 265119 CIRCUITS LED INTERIOR LIGHTING
- 265619 LED EXTERIOR LIGHTING

DIVISION 31 - EARTHWORK

- 313116 TERMITE CONTROL
- 310000 SITE DEMOLITION
- 311000 SITE CLEARING
- 312000 EARTHWORK
- 312100 ROCK EXCAVATION
- 312200 EXCAVATION, BACKFILL, & COMPACTION FOR STRUCTURES
- 312300 EXCAVATION, BACKFILL, & COMPACTION FOR UTILITIES
- 312400 EXCAVATION, BACKFILL, & COMPACTION FOR PAVEMENT
- 312600 AGGREGATE MATERIALS
- 312700 SOIL STABILIZATION
- 312800 EROSION & SEDIMENTATION CONTROL (INCLUDING SWPPP)
- 312900 STONE PROTECTION (RIP-RAP)

DIVISION 32 - EXTERIOR IMPROVEMENTS

- 321206 BASE COURSE
- 321216 ASPHALTIC CONCRETE PAVING (MARSHALL MIX DESIGN)
- 321313 PORTLAND CEMENT CONCRETE PAVING
- 321323 PAVEMENT MARKINGS
- 321333 CURBS AND SIDEWALKS
- 323113 CHAIN LINK FENCES & GATES
- 328300 TRAFFIC SIGNS
- 328400 LANDSCAPE IRRIGATION SYSTEM
- 329200 TURF & GRASSES
- 329300 PLANTING

DIVISION 33 - UTILITIES

- 334100 STORM DRAINAGE

The following plan sheets (furthermore referred to as The Construction Documents) by Crafton Tull Dated April, 18 2023 and June 5, 2023 are hereby incorporated into the GMP Amendment. Complete Construction Documents are available for download at the following link: https://nabholz-my.sharepoint.com/:f/p/robert_wiggins/Eiqv76xtk4xAucVug-a8eFABHieVOYBdDljElgNCydTzRw?e=EUwgGj

A-000	COVER PAGE
A-101	CONCESSION STAND PLAN AND ROOF PLAN
A-102	RCP CONCESSION STAND & FINISH SCHEDULE
A-103	MAINTENANCE BUILDING & PHASE I DOOR INFORMATION
A-201	CONCESSION STAND ELEVATIONS
A-202	MAINTENANCE ELEVATIONS
A-300	BUILDING SECTIONS
A-301	WALL SECTIONS
A-302	WALL SECTIONS
A-401	ENLARGED PLANS
A-403	INTERIOR ELEVATIONS - CONCESSION STAND
A-501	DETAILS
A-900	3D PERSPECTIVES
LSDP-202	ELEVATIONS - CONCESSION AND MAINTENANCE
1	City of Bentonville - Sanitary Sewer Details
2	City of Bentonville - Sanitary Sewer Details
3	City of Bentonville - Water Details 2
C-001	COVER SHEET
C-002	PROJECT CONTROL SHEET
C-003	DEMO PLAN A
C-004	DEMO PLAN B
C-005	PHASING PLAN
C-101	OVERALL SITE PLAN (C)
C-102	SITE PLAN A
C-103	SITE PLAN B
C-104	OVERALL UTILITY PLAN (C)
C-105	UTILITY PLAN A (C)
C-106	UTILITY PLAN B (C)
C-107	OVERALL GRADING PLAN
C-108	GRADING PLAN A
C-109	GRADING PLAN B
C-110	PAVING PLAN (C)
C-111	EROSION CONTROL PH I
C-112	EROSION CONTROL PH II
C-201	SANITARY SEWER LINE 1 P&P (C)
C-202	SANITARY SEWER SERVICE LINE 1 P&P 1 OF 2 (C)
C-203	SANITARY SEWER SERVICE LINE 1 P&P 2 OF 2 (C)
C-204	SANITARY SEWER SERVICE LINE 2 P&P 1 OF 2 (C)
C-205	SANITARY SEWER SERVICE LINE 2 P&P 2 OF 2 (C)
C-206	STORM SEWER LINE 1 & 2 P&P (C)
C-501	SITE DETAILS SHT. 1
C-502	SITE DETAILS SHT. 2

EXHIBIT C**PROJECT DRAWINGS**

8/10/2023 2:44 PM

C-503	PAVER DETAILS
C-504	DRAINAGE DETAILS 1 OF 3
C-505	DRAINAGE DETAILS 2 OF 3
C-506	DRAINAGE DETAILS 3 OF 3
C-507	EROSION CONTROL DETAILS SHT. 1
C-508	EROSION CONTROL DETAILS SHT. 2
C-509	EROSION CONTROL DETAILS SHT. 3
E-001	ELECTRICAL LEGEND
E-002	ELECTRICAL NOTES AND DETAILS
E-101	ELECTRICAL PLAN - CONCESSION
E-102	ELECTRICAL PLAN - MAINTENANCE BLDG
E-104	ELECTRICAL PLAN - RESTROOM PAVILIONS
E-501	ELECTRICAL SCHEDULES AND RISER
E-502	PANEL SCHEDULES
E-503	PANEL SCHEDULES
ES-100	OVERALL SITE PLAN
ES-101	ELECTRICAL SITE PLAN B
ES-102	ELECTRICAL SITE PLAN D
G-000	Cover Page
G-001	SYMBOL LEGENDS, ABBREVIATIONS
G-002	CODE, LIFE SAFETY, FIRE SAFETY
G-003	STANDARD MOUNTING HEIGHTS
G-004	GENERAL NOTES
G-005	GENERAL NOTES
IR0	OVERALL IRRIGATION PLAN (C)
IR1	IRRIGATION PLAN (C)
IR2	IRRIGATION PLAN (C)
IR3	IRRIGATION PLAN (C)
IR4	IRRIGATION PLAN (C)
IR-501	IRRIGATION DETAILS 1 OF 2
L-101	OVERALL PLANTING PLAN (C)
L-102	PLANTING PLAN A (C)
L-103	PLANTING PLAN B (C)
L-104	PHASE 1B PLANTING PLAN (C)
L-501	LANDSCAPE PLANTING DETAILS
L-502	225 X 250 FIELD DETAILS (C)
L-503	275 X 300 FIELD DETAILS (C)
L-504	300 X 325 FIELD DETAILS (C)
L-505	FIELD EQUIPMENT SHEET 1 OF 4 (C)
L-506	FIELD EQUIPMENT SHEET 2 OF 4 (C)
L-507	FIELD EQUIPMENT SHEET 3 OF 4 (C)
L-508	FIELD EQUIPMENT SHEET 4 OF 4 (C)
LI-502	IRRIGATION DETAILS 2 OF 2
M-001	HVAC NOTES & LEGEND
M-002	MECHANICAL SPECIFICATIONS
M-003	MECHANICAL SPECIFICATIONS
M-100	OVERALL HVAC PLAN

M-101	MECHANICAL PLAN - CONCESSION
M-102	MECHANICAL PLAN - MAINTENANCE BLDG
M-103	MECHANICAL PLAN - ENTRY PAVILION
M-104	MECHANICAL PLAN - RESTROOM PAVILIONS
M-501	MECHANICAL DETAILS
M-601	MECHANICAL SCHEDULES
P-001	PLUMBING TITLE SHEET
P-002	PLUMBING SPECIFICATIONS
P-003	PLUMBING SPECIFICATIONS
P-100	PLUMBING OVERALL DRAIN PLAN
P-101	PLUMBING DRAIN PLAN - CONCESSION
P-102	PLUMBING DRAIN PLAN - MAINTENANCE BLDG
P-103	PLUMBING DRAIN PLAN - ENTRY PAVILION
P-104	PLUMBING DRAIN PLAN - RESTROOM PAVILIONS
P-105	PLUMBING OVERALL SUPPLY PLAN
P-106	PLUMBING SUPPLY PLAN - ENTRY PAVILION
P-107	PLUMBING SUPPLY PLAN - RESTROOM PAVILIONS
P-108	PLUMBING SUPPLY PLAN - CONCESSION
P-109	PLUMBING SUPPLY PLAN - MAINTENANCE BLDG
P-501	PLUMBING EQUIPMENT DETAILS
P-601	PLUMBING SCHEDULES
S-001	GENERAL NOTES
S-002	GENERAL NOTES
S-003	SPECIAL INSPECTIONS
S-101	CONCESSION STAND FOUNDATION PLAN
S-102	CONCESSION STAND ROOF FRAMING PLAN
S-103	MAINTENANCE BUILDING FOUNDATION PLAN
S-104	ENTRY PAVILION FOUNDATION AND ROOF PLAN
S-105	RESTROOM PAVILIONS FOUNDATION AND ROOF PLAN
S-501	FOUNDATION DETAILS
S-502	FOUNDATION DETAILS
S-511	FRAMING DETAILS
S-601	CMU DETAILS
S-602	CMU DETAILS
S-611	CFS STUD DETAILS



Wednesday, August 30

David Wright, Director
Bentonville Parks and Recreation
215 SW A Street
Bentonville, AR 72712

Dear David,

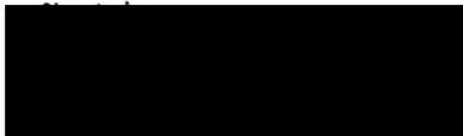
The partnership between Visit Bentonville and Bentonville Parks and Recreation has proven to benefit our community in so many ways. Projects like Lawrence Plaza, Memorial Park Soccer, Memorial Park Ballfield Turf, Bentonville Community Center, and Citizens Park Playground has provided high level quality of life amenities for our residents while creating tools to attract tourism to Bentonville.

Visit Bentonville is proud to partner with our next major project, Phillips Park Sports Complex. On Tuesday, August 29, 2023, our board commissioners approved our recommendation of \$3,000,000 contribution to the Phillips Park project. As discussed, these funds will be paid over multiple years, in installments of \$600,000 per year. The first year is 2023. Our team will make that payment upon receipt of executed agreements between the City of Bentonville and the project construction contractor. The final payment year is 2027. Payment terms are below:

October 2023 (upon receipt of executed agreement) – Year 1 - \$600,000
October 2024 – Year 2 - \$600,000
October 2025 – Year 3 - \$600,000
October 2026 – Year 4 - \$600,000
October 2027 – Year 5 - \$600,000
Total: \$3,000,000

As you and I discussed earlier, respectfully requested that Visit Bentonville's contribution be recognized upon completion of the project. Our request is a dedication plaque, similar to the one installed at Lawrence Plaza and other facilities be included in the completed project.

Good luck with your construction project. We are excited to work together in the future to bring great competitive youth sports programming to Phillips Park.



Kalehe Griffith, President
Visit Bentonville

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO CHANGE ORDER #1 WITH NABHOLZ CONSTRUCTION SERVICES, IN THE AMOUNT OF SEVEN HUNDRED SEVENTY THOUSAND ONE HUNDRED EIGHTY-SEVEN DOLLARS (\$770,187.00), FOR ADDITIONAL CONSTRUCTION WORK AT PHILLIPS PARK; AMENDING THE 2025 BUDGET TO APPROPRIATE IMPACT FEES TO FUND SAID CHANGE ORDER; AND FOR OTHER PURPOSES.

WHEREAS, additional construction work is needed at Phillips Park due to unforeseen soil conditions and the addition of items that were previously value engineered out of the project;

WHEREAS, Nabholz Construction Services was selected under RFQ-21-27, following the City's standard RFQ solicitation and selection process for the procurement of professional services in accordance with state law; and

WHEREAS, this purchase will be funded by impact fee 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 Change Order #1 with Nabholz Construction Services, for additional construction work at Phillips Park, in the amount of seven hundred seventy thousand one hundred eighty-seven dollars (\$770,187.00);

Section 2: The 2025 Budget is hereby adjusted to appropriate seven hundred seventy thousand one hundred eighty-seven dollars (\$770,187.00); from Account #252020-49110 - Transfer Out-General into Account #105030-39192 – Transfer In-Impact/Capacity;

Section 3: The 2025 Budget is further adjusted to transfer the same from Account #105030-39192 – Transfer In-Impact/Capacity into Account #105030-47390 – Improvement Other Than Building/Project;

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

Section 5 - Repeal of Conflicting 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:	5/27/2025	Submitted By:	David Wright
Phone:	479.271.6813	For Department(s):	Parks and Recreation
Email:	dwright@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 Authorizing an Amended GMP Agreement with Flintco for Dave Peel Park/Plaza
Action Recommendation & Justification:	A Resolution authorizing Mayor and City Clerk to enter into an amended GMP agreement with Flintco, in the amount of \$11,782,900.00, for the construction of Dave Peel Park / Plaza as part of Parks and Recreation's Quilt of Parks Project. This is funded with grant monies, bond proceeds, and A and P funds. A budget adjustment is needed.
Additional Comments for Consideration (Optional):	The budget adjustment below is inclusive of the total project cost of \$12,224,992.00 and contains funds for the following 2 agenda items. Flintco was selected under RFQ-21-09, following the City's standard RFQ solicitation and selection process for the procurement of professional services in accordance with state law.
Amount for Approval:	\$ 11,782,900.00

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

105030-47390	Improv Other than Bldg/Proj	\$ 4,500,000	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
305030-47390	Improv Other than Bldg/Proj	\$ 7,724,992	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
105030-33810	Local Grants	\$	\$ 3,500,000
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): Bond Fund

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

www.bentonvillear.com

Please Recycle!

Memo



To: City Council, Mayor Orman
From: David Wright, Parks and Recreation Director
Date: May 12, 2025
Re: Amended contract with Flintco for construction of Dave Peel Park.

Parks and Recreation Staff seeks approval of an amended agreement with Flintco, in the amount of \$11,782,900 for the construction of Dave Peel Park / Plaza as part of Parks and Recreation's Quilt of Parks Project.

You are aware that in 2019, the City was awarded a Design Excellence Grant for the improvement of Dave Peel Park. After considerable public input during the master planning phase of this project, it became very obvious our citizens wanted our downtown parks be better connected and for the city to provide a safe passageway between each of these public spaces. This led to the concept of the Quilt of Parks and the A Street Promenade. Other projects that have benefited from this 2019 – 2020 study include Lawrence Plaza and Town Branch Parks, both integral parts to the Quilt of Parks Project.

The final project for the Quilt of Parks is the construction of Dave Peel Park + Plaza area on the south end of the A Street Promenade. Despite this action officially being a "change order", the team managing the bidding process treated this like a new project. The construction manager, Flintco, remains the same. But we asked Flintco to fully rebid this portion of the project.

Parks and Recreation Staff attended a bid opening on March 18 and since then, Flintco has been descoping each subcontractor bid and negotiating best prices for the City. The final construction price is \$11,782,900. The final designs are attached.

While the construction cost with Flintco is \$11,782,900, there are other costs associated with this project. The total project costs is \$12,224,992. The breakdown for the overall project is as follows:

Construction Costs – Flintco:	\$11,782,900
Construction Admin – Design Workshop:	\$247,000
Utility Work / Underground Lines – BUED:	\$104,397
Geotech and Testing – GTS:	<u>\$90,695</u>
Total	\$12,224,992

Payment for this project is as follows:

2023 Bond Funds	\$4,763,750
2023 Bond Interest	\$1,573,369
A & P Funds (accepted in 2022)	\$1,000,000
Walton Family Foundation Grant (2023)	\$3,500,000
2025 Bond	<u>\$1,387,873</u>
Total	\$12,224,992

Construction timelines now become part of the challenge for this project. Although we are asking the City Council to approve this amended agreement, we do not have a timeline for when construction may begin. By approving the agreement now, we allow Flintco to begin working to get all subcontractors in place and begin procuring materials. In the next several weeks / months, we will continue to monitor progress of all projects in Downtown. While Parks and Rec has very little influence on private projects in Downtown, our team will continue to manage our projects with the goal of “minimal impact possible”. Our team will make sure that all city departments and elected officials are knowledgeable of our construction timelines once decisions are able to be made.

Attachments:

Agreement with Flintco
Final Park Design



AIA® Document G701® – 2017

Change Order

PROJECT: *(Name and address)*
Dave Peel Event Park & Plaza
Bentonville, AR

CONTRACT INFORMATION:
Contract For: General Construction
Date: 05-06-2025

CHANGE ORDER INFORMATION:
Change Order Number: 003
Date: 05-06-2025

OWNER: *(Name and address)*
City of Bentonville
305 SW A Street
Bentonville, AR 72712

ARCHITECT: *(Name and address)*
Design Workshop
812 San Antonio St #401
Austin, TX 78701

CONTRACTOR: *(Name and address)*
Flintco
184 E. Fantinel Blvd
Springdale, AR 72762

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.)

Provided within the attached is an itemized statement of the Guaranteed Maximum Price organized by trade categories, allowances, contingencies, alternates, the Construction Manager's Fee, and other items that comprise the final Guaranteed Maximum Price.

Reference Exhibit "C" Flintco Itemized GMP attached, dated April 25, 2025.

Allowances included in the Guaranteed Maximum Price are listed below:

OH to UG Electrical	\$350,000.00
BEUD Allowance	\$ 50,000.00
Unforeseen Conditions	\$ 10,000.00

Assumptions on which the Guaranteed Maximum Price is based: Reference Attached Exhibit "D" - Clarifications and Assumptions to GMP Dated April 30, 2025 for a complete list of assumptions.

The Guaranteed Maximum Price is based upon the following Specifications: Reference Exhibit "E" - Dave Peel Event Park & Plaza Specification List.

The Guaranteed Maximum Price is based upon the following Drawings: Reference Exhibit "F" - Dave Peel Event Park & Plaza Drawing Log

The Guaranteed Maximum Price is based upon the use of the contractors listed in Exhibit "G" - Contractor List.

The new substantial completion date assumes a start date of 07-07-25 for the Event Park and a start date of 08-18-25 for the Plaza.

The original Guaranteed Maximum Price was	\$ 15,586,320.00
The net change by previously authorized Change Orders	\$ 25,613.00
The Guaranteed Maximum Price prior to this Change Order was	\$ 15,611,933.00
The Guaranteed Maximum Price will be increased by this Change Order in the amount of	\$ 11,782,900.00
The new Guaranteed Maximum Price including this Change Order will be	\$ 27,394,833.00

The Contract Time will be increased by Three Hundred Sixty-Five (365) days.

The new date of Substantial Completion will be 07-07-2026

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.

ARCHITECT *(Signature)*

BY: Conners Ladner

*(Printed name, title, and license
number if required)*

Date

CONTRACTOR *(Signature)*

BY: Brent Farmer

(Printed name and title)

Date

OWNER *(Signature)*

BY: Stephanie Orman

(Printed name and title)

Date



UPDATED: 4/25/2025

Spreadsheet Report
Dave Peel Event Park & Plaza

Project Name: Dave Peel Event Park & Plaza

Estimator: Taylor France

Group	Description	Total Amount
01000	GENERAL CONDITIONS	\$ 838,233
01000	PROJECT REQUIREMENTS	\$ 255,234
01000	BID PACKAGE #1B - GENERAL PACKAGE	\$ 81,890
01000	BID PACKAGE #1C - FINAL CLEAN	\$ 15,000
03000	BID PACKAGE #3A - BUILDING & EXTERIOR CONCRETE	\$ 775,592
03000	BID PACKAGE #4A - MASONRY	\$ 154,200
04000	BID PACKAGE #5A - STRUCTURAL & MISC STEEL SUPPLY & INSTALL	\$ 402,170
06000	BID PACKAGE #6A - WOOD DECKING	\$ 46,556
07000	BID PACKAGE #7A - WATERPROOFING, DAMP-PROOFING & SEALANTS	\$ 25,268
07000	BID PACKAGE #7B - MEMBRANE ROOFING & METAL PANELS	\$ 283,538
08000	BID PACKAGE #8A - DOORS, FRAMES, HARDWARE & SPECIALTIES (SUPPLY)	\$ 30,091
08000	BID PACKAGE #8B - DOORS, FRAMES, HARDWARE & SPECIALTIES (INSTALL)	\$ 9,257
08000	BID PACKAGE #8L - GLASS & GLAZING	\$ 128,260
09000	BID PACKAGE #9A - METAL FRAMING, SHEATHING & DRYWALL	\$ 6,000
09000	BID PACKAGE #9L - EPOXY FLOORING	\$ 12,755
09000	BID PACKAGE #9T - PAINTS & COATINGS	\$ 31,319
10000	BID PACKAGE #10B - EXTERIOR SIGNAGE	\$ 128,401
11000	BID PACKAGE #11A - PLAYGROUND EQUIPMENT	\$ 815,053
11000	BID PACKAGE #11L - TURF & PIP SAFETY SURFACING	\$ 667,228
11000	BID PACKAGE #12J - SITE FURNISHINGS	\$ 327,541
22000	BID PACKAGE #22A - PLUMBING	\$ 72,541
23000	BID PACKAGE #23A - HVAC	\$ 45,561
26000	BID PACKAGE #26A - ELECTRICAL	\$ 1,509,000
31000	BID PACKAGE #31A - SWPPP, DEMOLITION, EARTHWORK, STORM DRAINAGE & UTILITIES	\$ 1,528,480
32000	BID PACKAGE #32A - LANDSCAPING & IRRIGATION	\$ 602,093
32000	BID PACKAGE #32C - ASPHALT PAVING	\$ 92,963
32000	BID PACKAGE #32D - PAVEMENT MARKINGS & WHEEL STOPS	\$ 15,000
32000	BID PACKAGE #32H - PAVERS, STONE & LANDSCAPE BOULDERS	\$ 1,049,225
	BEUD Allowance	\$ 50,000
	Unforeseen Conditions Allowance (Plaza per Spec)	\$ 10,000
	OH to UG Electrical Utilities Allowance	\$ 350,000
SUBTOTAL:		\$ 10,358,449
BONDS, INSURANCE, & FEES:		\$ 987,753
CM CONTINGENCY:		\$ 218,349
OWNER CONTINGENCY:		\$ 218,349
FINAL BID		\$ 11,782,900



City of Bentonville, Dave Peel
Park and Plaza

EXHIBIT D

CLARIFICATIONS
AND
ASSUMPTIONS

Project Description

The City of Bentonville Dave Peel Park & Plaza project includes construction in the parking lot southeast of the intersection between SE A Street and SE 2nd Street (Plaza), along with the existing Dave Peel Park (Park) in Bentonville, AR. Site improvements include new brick paving, boulders, landscaping, turf, irrigation, outdoor furnishings, playground equipment, wood decking, event plaza, restroom/storage building, lighting, signage, and more.

Scope of Work

This proposal includes furnishing labor, material, equipment, tools, supervision, and services required to perform each stated items of work, and includes all insurance, general expenses, overhead and profit for the construction of the project, as defined in accordance with the issued for bid plans and specifications provided by Design Workshop, dated 2/21/2025. Scope of work also includes addendums #1 (dated 3-10-25) & #2 (dated 3-26-25). The power relocation to underground drawings/details were incomplete at the time of the bid, so an allowance has been provided for this scope of work. Project documents are itemized in Exhibit D (Drawings) and E (Specifications). Contractor list has been shown in Exhibit G.

This proposal is based on revisions to products and specifications made during the value engineering process that are not shown on the construction documents. These changes are itemized in Exhibit F Accepted Value Engineering Revisions.

Design Criteria

Where possible, items and systems specified by these C&A's are defined and specific to material, finish and intended use. Where materials, finishes and/or quantities are not clearly defined, this proposal assumes the most practical and economical solution consistent with the design concepts and scope.

Prevailing Wage

Prevailing wage rates do not apply to this project and are not included. Certified Payroll is excluded.

Testing

Materials testing costs have been excluded from this proposal.

Construction Access

Construction access for this project will be through SE 2nd Street for both the Park and Plaza. Access though E Central Ave will be needed at times for the Park.

***Owner Furnished Products***

All art pieces.

Division I – General Conditions***Schedule***

The complete project schedule will be 12 months (broken up into two projects) from the date of mobilization (commencement of the Construction Phase) to Substantial Completion/Temporary Certificate of Occupancy. This assumes a start date of July 7th, 2025 for the Event Park and a start date of August 18th for the Plaza. This GMP changes the substantial completion date of the entire project, including A Street Promenade, assuming the start dates above. Flintco's intent is to still complete the A Street Promenade scope of work by September 30th, 2025.

Code Requirements

We exclude any liability with regard to hazardous material abatement and removal or asbestos abatement and removal. In addition, we have assumed that the Architect/Engineer has incorporated into the bid documents all code requirements, ADA requirements, and has taken all seismic design into consideration.

Developer's Costs & Fees

The costs for any fees, assessments, developer's costs, easements or city municipality bonds are excluded. Impact fees for the water and sewer are excluded from this proposal. Water service connection fees and water meter are excluded from this proposal.

Temporary Facilities

This proposal includes the usage costs for temporary utilities. Temporary utilities for general usage/temporary office and/or trailer will be billed to the construction manager, who will be reimbursed for them as part of the general conditions under the scope of this contract.

This proposal includes the rental of a field office location in the vicinity of the project.

Bonds & Insurance

Subcontractor Default insurance is included. Performance and payment bond is included. General Liability, Builder's Risk and Workman's Compensation Insurance have been included. Any deductibles or claims associated with an incident caused by someone other than Flintco or a subcontractor of Flintco shall be paid for by the Owner. Insurance rates are as follows and will be applied to the Final GMP Amount, BUILDERS RISK 0.206%, SDI 1.50% (based on the total enrolled subcontract value), GL/WC 0.785%, and the P & P Bond 0.80%.

This proposal includes insurances coverages as required per Exhibit E, Owners Insurance Requirements, any additional coverages are excluded.



Permits

All impact fees, utility company fees or State Health Department Approval fees are excluded. ADEQ Permit by Others. No cost has been assigned to overall/building permits. Trade specific permits are included.

Division 1 – General

This proposal includes additional general services not included in the general conditions/project requirements to ensure the work is completed correctly and on schedule. These include construction surveying and staking, final clean, site furnishings, SWPPP Maintenance when the earthwork subcontractor is not on-site, site cleaning, miscellaneous rough carpentry, street sweeping to address track-out, traffic control when the earthwork/asphalt subcontractor is not on-site, quality control review, and temporary fire extinguishers.

Flintco assumes any street closures will be approved for the amount of time required to complete the scope of work during regular business hours. No night work or weekends have been included. Flintco will provide reasonable means of temporary egress to businesses on near the project when feasible. Temporary egress will not meet ADA requirements.

Flintco assumes construction will not be interrupted by downtown events such as First Friday or Farmer's Markets, etc.

Division 2 – Demolition

This proposal includes all civil demolition work included in the demolition plans between pages C0.10 – C0.12 for the Plaza and Park respectively. This proposal includes all landscape demolition work included in the plant protection and removal series plans between L1-00 – L1-02 for the Plaza and Park respectively.

All demolition not included in the Contract Documents have been excluded. Any unforeseen conditions are not included for cost to repair/demo.

Division 3 – Concrete

This proposal includes all new concrete work per the Contract Documents, including slab on grade, sidewalks, curb & gutter, ribbon curb, vehicular/pedestrian concrete paving, and footings. Concrete footing for the art feature in the Plaza is only priced at the size shown on the drawings. Any increase in size for this footing will result in additional cost.

Division 4 – Masonry

This proposal includes all masonry per the Contract Documents, including CMU block, brick veneer, brick pavers and stone paving. This includes all brick/stone aspects of the stone steps, site walls/benches, stone bollards, boulders, and all brick elements of the restroom building. This proposal includes all metal edging for brick and stone paving as required. Truncated domes in this project are assumed to be standard yellow truncated domes and not brick truncated domes.



This proposal calls for a max size for boulders being 3 tons per boulder. Any increase in the size of these boulders would result in a cost increase.

Flintco will adhere to the 2013 ICPI standards regarding roadway slope and flatness. The minimum slope is 1.5% or a drop of 3/16" for every foot of pavement. The flatness tolerance is +/- 3/8" over 10'.

Division 5 – Metals

This proposal includes all metals as required per the Contract Documents. Assumption has been made that we are allowed to proceed with the installation of Longboard in lieu of Geolam. Longboard comes in different sizes than the Geolam. If Geolam is the required product to use, this would incur a price increase.

Division 6 – Wood, Plastics, and Composites

This proposal includes all wood and composites as required per the Contract Documents. This proposal does not include plastics, as none are included in the Contract Documents. This price assumes the use of Kebony wood for the wood decking.

Division 7 – Waterproofing and Roofing

This proposal includes all waterproofing and roofing as required per the Contract Documents, including joints sealants at all concrete control joints.

Division 8 – Openings

This proposal includes all openings as required per the Contract Documents. All openings for this project are understood to be in the restroom building in the Plaza. No other openings have been included, as no other openings are shown in the contract documents. All doors and frames are specified as hollow metal. Framing for the interconnecting polycarbonate system is assumed to be clear anodized. Any change in this assumption would result in a cost increase.

Division 9 – Finishes

This proposal includes all finishes as required per the Contract Documents. This includes paint, epoxy paint, metal framing, drywall, and epoxy flooring.

Division 10 – Specialties

This proposal includes exterior signage under the specialties scope of work. All exterior signs that are included in the Contract Documents are included in this proposal. Exterior signage includes park identity signs, pedestrian directional signs, vehicle directional signs, paver identity signs, interpretive panel signs, brick identity signs, and regulatory signs. This proposal also includes one knox box, restroom signage, ADA signage, toilet accessories, grab bars, paper towel dispensers, soap dispensers, sanitary napkin disposals, mirrors, tissue dispensers, and baby change stations. Any specialties not listed have not been included.

**Division 11 - Equipment**

This proposal includes all playground equipment and structures as required per the contract documents. We have included the acceptance of alternates for 10.1 Shade Sail, 10.8 Track Ride, and 10.13 Climbing Slope Rope as discussed in the previous meeting held on 4/10/25. All other playground equipment is to be provided as specified.

Division 12 – Furnishings

This proposal includes all site furnishings included in the Contract Documents. These include the café tables with chairs, lounge chairs, chaise lounges, chess tables, bike racks, and trash/recycling/pet waste receptacles. Furnishings will require a 50% deposit prior to ordering. This payment will need to be made prior to procurement.

Division 13 – Special Construction

This proposal includes the pre-engineered shade structure as part of special construction. This is to be procured and installed per Contract Documents.

Division 14 – Conveying Systems

This proposal excludes all conveying systems, as none are included in the Contract Documents.

Division 21 – Fire Suppression

This proposal excludes all fire suppression, as none are included in the Contract Documents.

Division 22 – Plumbing

This proposal includes all plumbing included in the contract documents. All plumbing aspects found in the restroom building have been included in this GMP. RP type backflow preventers and tie-ins to water meters as specifically indicated in the Contract Documents have been included.

Division 23 – HVAC

This proposal includes all heating and ventilation for the restroom building, per the Contract Documents.

Division 26 – Electrical

This proposal includes all new electrical work called out in the Contract Documents. This electrical work includes all conduit, wire, and fixtures for site lighting and power. An allowance of \$350,000 has been included to reroute the existing overhead electrical line underground in front of Oven and Tap.

**Division 27 – Communications**

This proposal includes all new communications work included in the Contract Documents. This package includes all conduits, wires, and pull boxes. This scope of work will be included in the electrical contract.

Division 28 – Electronic Safety and Security

This proposal excludes all electronic safety and security work, as none are included in the Contract Documents.

Division 31 – Earthwork

This proposal includes a 24" landscape bed undercut, a 24" undercut and fill in all right of ways, an 18"-24" undercut for all sidewalks, and a straight undercut and fill for all other areas, including paving areas. Iron Age Designs Ductile Iron 65-45-12 has been included as the trench drain for this project. Any change to this specification will result in a price increase. Assumption has been made that we can use round storm drain boxes for this project.

Division 32 – Exterior Improvements

Deviation in the asphalt smoothness will be corrected via diamond grinding if the percentage of surface area corrected is 25% or less. This proposal assumes the use of mill and overlay in between the Plaza and Event Park. Truncated domes in this project are assumed to be standard yellow truncated domes and not brick truncated domes.

Flintco will install pavers and other hardscapes to the elevation shown in the Contract Documents. At locations indicated to match exiting grades, slope cannot exceed 2% from the nearest spot elevation provided in the contract documents.

Division 33 - Utilities

All required utility work in the Contract Documents is to be performed by the respective utility companies. Coordination between subcontractors and utility companies is included and will be required. This proposal excludes relocation, protection, as-built location, or demolition of any underground utilities not shown in the contract documents.

Flintco shall not supervise, manage, coordinate, or be held responsible in any capacity for the installation, performance, scheduling, quality, or completion of any franchise utilities, including but not limited to electric, gas, telecommunications, water, or sewer systems provided by third-party utility companies. The responsibility for the design, permitting, installation, and coordination of such franchise utility services shall rest solely with the respective utility providers and/or the project owner. Flintco shall bear no liability, obligation, or risk for delays, damages, defects, or other issues arising from or related to the installation or operation of franchise utilities.

**General Clarifications and Assumptions:**

This proposal assumes the budget values are not line item guarantees, and all breakouts shown in this proposal are for accounting purposes only.

This proposal assumes that payments will be made on account of materials and equipment delivered and suitably stored at the site for subsequent use, and also for materials and equipment suitably stored off the site upon submission of insurance for the facility in which the items are being stored along photo documentation. For required deposits, invoices will be provided prior to payment.

This proposal is based on the assumption that the design as indicated by the drawings and specifications meets all laws, ordinances, codes, rules, and regulations in effect. This proposal does not include any costs or expenses that arise out of any deficiency or error in the design.

This proposal assumes that RFIs and submittals will be returned in a timely manner in order to meet the Project Schedule, at a maximum review time of five (5) working days for RFIs and ten (10) working days for submittals.

This proposal assumes that all CAD files will be provided to Flintco and Flintco's subcontractors at no additional cost.

The contractor shall be entitled to an increase in the Contract Sum and/or Contract Time resulting from changes in Law enacted after the effective date of this Agreement, including but not limited to executive orders, taxes, tariffs and import fees, and material price escalation to the extent caused by such governmental actions. For purposes of this provision, a change in Law shall be deemed to occur only when it becomes effective and enforceable, and the Contractor shall have no obligation to anticipate the impact of any Law that has been enacted but is not yet in effect or is subject to delayed enforcement.



Flintco LLC (40-000)

Current Specifications

Number	Description	Revision	Issued Date	Received Date	Set
00 - Procurement and Contracting Requirements					
00 09 00	Engineering Inspections and Observations	1	03/10/25	03/10/25	EP Park Bid Specs (03/10/2025)
00 10 00	Standard Specification Reference	1	03/10/25	03/10/25	EP Park Bid Specs (03/10/2025)
00 10 02	Endangered Species Reference	1	03/10/25	03/10/25	EP Park Bid Specs (03/10/2025)
00 10 03	Stormwater Pollution Prevention Plan	1	03/10/25	03/10/25	EP Park Bid Specs (03/10/2025)
00 10 04	Arkansas Historical Preservation Prevention Plan	1	03/10/25	03/10/25	EP Park Bid Specs (03/10/2025)
00 31 32	Geotechnical Data	1	03/10/25	03/10/25	EP Park Bid Specs (03/10/2025)
000110	Table of Contents	1	03/10/25	03/10/25	EP Park Bid Specs (03/10/2025)
01 - General Requirements					
01 21 13	Cash Allowances	0	03/10/25	03/10/25	PL Bid Specs (03/10/2025)
01 57 13	Temporary Erosion and Sediment Control	1	03/10/25	03/10/25	EP Park Bid Specs (03/10/2025)
012500	Substitution Procedures	1	03/10/25	03/10/25	EP Park Bid Specs (03/10/2025)
013000	Administrative Requirements	1	03/10/25	03/10/25	EP Park Bid Specs (03/10/2025)
013300	Submittal Procedures	1	03/10/25	03/10/25	EP Park Bid Specs (03/10/2025)
015639	Temporary Tree and Plant Protection	1	03/10/25	03/10/25	EP Park Bid Specs (03/10/2025)
017700	Closeout Procedures	1	03/10/25	03/10/25	EP Park Bid Specs (03/10/2025)
017823	Operation and Maintenance Data	1	03/10/25	03/10/25	EP Park Bid Specs (03/10/2025)
017839	Project Record Documents	1	03/10/25	03/10/25	EP Park Bid Specs (03/10/2025)
02 - Existing Conditions					
02 41 19	Selective Demolition	1	03/10/25	03/10/25	EP Park Bid Specs (03/10/2025)
03 - Concrete					
03 20 00	Concrete Reinforcing	0	03/10/25	03/10/25	PL Bid Specs (03/10/2025)
03 30 00	Cast-in-Place Concrete	1	03/10/25	03/10/25	EP Park Bid Specs (03/10/2025)
031100	Concrete Forming	1	03/10/25	03/10/25	EP Park Bid Specs (03/10/2025)
036200	Non-Shrink Grouting	0	03/10/25	03/10/25	PL Bid Specs (03/10/2025)
036216	Metallic Non-Shrink Grouting	0	03/10/25	03/10/25	PL Bid Specs (03/10/2025)
04 - Masonry					
040513	Masonry Mortaring	0	03/10/25	03/10/25	PL Bid Specs (03/10/2025)
042113	Brick Masonry	0	03/10/25	03/10/25	PL Bid Specs (03/10/2025)
044300	Stone Masonry	1	03/10/25	03/10/25	EP Park Bid Specs (03/10/2025)
044313	Stone Masonry Veneer	0	03/10/25	03/10/25	EP Park Bid Specs (03/10/2025)
05 - Metals					
051200	Structural Steel Framing	1	03/10/25	03/10/25	EP Park Bid Specs (03/10/2025)



Flintco LLC (40-000)

Number	Description	Revision	Issued Date	Received Date	Set
053100	Steel Decking	1	03/10/25	03/10/25	EP Park Bid Specs (03/10/2025)
055000	Metal Fabrications	1	03/10/25	03/10/25	EP Park Bid Specs (03/10/2025)
055213	Pipe and Tube Railings	1	03/10/25	03/10/25	EP Park Bid Specs (03/10/2025)
06 - Wood, Plastics, and Composites					
06 71 13	Composite Lumber	1	03/10/25	03/10/25	EP Park Bid Specs (03/10/2025)
061000	Rough Carpentry	1	03/10/25	03/10/25	EP Park Bid Specs (03/10/2025)
061533	Wood Patio Decking	0	03/10/25	03/10/25	PL Bid Specs (03/10/2025)
07 - Thermal and Moisture Protection					
07 10 00	Dampproofing and Waterproofing	0	03/10/25	03/10/25	PL Bid Specs (03/10/2025)
07 19 00	Water Repellents	0	03/10/25	03/10/25	PL Bid Specs (03/10/2025)
07 21 00	Thermal Insulation	0	03/10/25	03/10/25	PL Bid Specs (03/10/2025)
07 27 26	Fluid-Applied Membrane Air Barriers	0	03/10/25	03/10/25	PL Bid Specs (03/10/2025)
07 54 23	Thermoplastic-Polyolefin Roofing	0	03/10/25	03/10/25	PL Bid Specs (03/10/2025)
07 62 00	Sheet Metal Flashing and Trim	0	03/10/25	03/10/25	PL Bid Specs (03/10/2025)
07 92 00	Joint Sealants	1	03/10/25	03/10/25	EP Park Bid Specs (03/10/2025)
08 - Openings					
08 11 13	Hollow Metal Doors and Frames	0	03/10/25	03/10/25	PL Bid Specs (03/10/2025)
08 31 13	Access Doors and Frames	0	03/10/25	03/10/25	PL Bid Specs (03/10/2025)
08 71 00	Door Hardware	0	03/10/25	03/10/25	PL Bid Specs (03/10/2025)
09 - Finishes					
09 29 00	Gypsum Board	0	03/10/25	03/10/25	PL Bid Specs (03/10/2025)
09 67 26	Quartz Flooring	0	03/10/25	03/10/25	PL Bid Specs (03/10/2025)
09 91 00	Painting	1	03/10/25	03/10/25	EP Park Bid Specs (03/10/2025)
092216	Non-Structural Metal Framing	0	03/10/25	03/10/25	PL Bid Specs (03/10/2025)
10 - Specialties					
10 00 00	Specialties	1	03/10/25	03/10/25	EP Park Bid Specs (03/10/2025)
10 28 13	Toilet Accessories	0	03/10/25	03/10/25	PL Bid Specs (03/10/2025)
11 - Equipment					
116800	Play Field Equipment and Structures	0	03/10/25	03/10/25	PL Bid Specs (03/10/2025)
12 - Furnishings					
12400	Furnishings and Accessories	1	03/10/25	03/10/25	EP Park Bid Specs (03/10/2025)
13 - Special Construction					
133123	Tensioned Fabric Structures	0	03/10/25	03/10/25	PL Bid Specs (03/10/2025)
22 - Plumbing					
220500	Common Work Results for Plumbing	0	03/10/25	03/10/25	PL Bid Specs (03/10/2025)
220513	Common Motor Requirements for Plumbing Equipment	0	03/10/25	03/10/25	PL Bid Specs (03/10/2025)
220519	Meters and Gages for Plumbing Piping	0	03/10/25	03/10/25	PL Bid Specs (03/10/2025)



Flintco LLC (40-000)

Number	Description	Revision	Issued Date	Received Date	Set
220523	General-Duty Valves for Plumbing Piping	0	03/10/25	03/10/25	PL Bid Specs (03/10/2025)
220529	Hangers and Supports for Plumbing Piping and Equipment	0	03/10/25	03/10/25	PL Bid Specs (03/10/2025)
220553	Identification for Plumbing Piping and Equipment	0	03/10/25	03/10/25	PL Bid Specs (03/10/2025)
220700	Plumbing Insulation	0	03/10/25	03/10/25	PL Bid Specs (03/10/2025)
221100	Facility Water Distribution	0	03/10/25	03/10/25	PL Bid Specs (03/10/2025)
221123	Domestic Water Pumps	0	03/10/25	03/10/25	PL Bid Specs (03/10/2025)
221300	Facility Sanitary Sewerage	0	03/10/25	03/10/25	PL Bid Specs (03/10/2025)
223300	Electric Domestic Water Heaters	0	03/10/25	03/10/25	PL Bid Specs (03/10/2025)
224000	Plumbing Fixtures	0	03/10/25	03/10/25	PL Bid Specs (03/10/2025)
23 - Heating, Ventilating, and Air Conditioning (HVAC)					
230500	Common Work Results for HVAC	0	03/10/25	03/10/25	PL Bid Specs (03/10/2025)
230553	Identification for HVAC Piping and Equipment	0	03/10/25	03/10/25	PL Bid Specs (03/10/2025)
230593	Testing, Adjusting, and Balancing for HVAC	0	03/10/25	03/10/25	PL Bid Specs (03/10/2025)
230700	HVAC Insulation	0	03/10/25	03/10/25	PL Bid Specs (03/10/2025)
233113	Metal Ducts	0	03/10/25	03/10/25	PL Bid Specs (03/10/2025)
233300	Air Duct Accessories	0	03/10/25	03/10/25	PL Bid Specs (03/10/2025)
233416	Centrifugal HVAC Fans	0	03/10/25	03/10/25	PL Bid Specs (03/10/2025)
233713	Diffusers, Registers, and Grilles	0	03/10/25	03/10/25	PL Bid Specs (03/10/2025)
26 - Electrical					
26 2816	Enclosed Switches and Circuit Breakers	0	03/10/25	03/10/25	PL Bid Specs (03/10/2025)
260500	Common Work Results for Electrical	1	03/10/25	03/10/25	EP Park Bid Specs (03/10/2025)
260519	Low-Voltage Electrical Power Conductors and Cables	1	03/10/25	03/10/25	EP Park Bid Specs (03/10/2025)
260526	Grounding and Bonding for Electrical Systems	1	03/10/25	03/10/25	EP Park Bid Specs (03/10/2025)
260529	Hangers and Supports for Electrical Systems	1	03/10/25	03/10/25	EP Park Bid Specs (03/10/2025)
260533	Raceway and Boxes for Electrical Systems	1	03/10/25	03/10/25	EP Park Bid Specs (03/10/2025)
260553	Identification for Electrical Systems	1	03/10/25	03/10/25	EP Park Bid Specs (03/10/2025)
260573	Overcurrent Protective Device Coordination Study	1	03/10/25	03/10/25	EP Park Bid Specs (03/10/2025)
260923	Lighting Control Devices	0	03/10/25	03/10/25	PL Bid Specs (03/10/2025)
262200	Low-Voltage Transformers	0	03/10/25	03/10/25	EP Park Bid Specs (03/10/2025)
262416	Panelboards	1	03/10/25	03/10/25	EP Park Bid Specs (03/10/2025)
262726	Wiring Devices	1	03/10/25	03/10/25	EP Park Bid Specs (03/10/2025)
264313	Surge Protective Devices for Low-Voltage Electrical Power Circuits	1	03/10/25	03/10/25	EP Park Bid Specs (03/10/2025)
265100	Interior Lighting	0	03/10/25	03/10/25	PL Bid Specs (03/10/2025)
265600	Exterior Lighting	1	03/10/25	03/10/25	EP Park Bid Specs (03/10/2025)
31 - Earthwork					
31 10 00	Site Clearing	1	03/10/25	03/10/25	EP Park Bid Specs (03/10/2025)
31 20 00	Earth Moving	1	03/10/25	03/10/25	EP Park Bid Specs (03/10/2025)



Flintco LLC (40-000)

Number	Description	Revision	Issued Date	Received Date	Set
31 21 16	Methane Mitigation	1	03/10/25	03/10/25	EP Park Bid Specs (03/10/2025)
31 23 19	Dewatering	1	03/10/25	03/10/25	EP Park Bid Specs (03/10/2025)
31 50 00	Excavation Support and Protection	1	03/10/25	03/10/25	EP Park Bid Specs (03/10/2025)
32 - Exterior Improvements					
32 00 00	Exterior Improvements	0	03/10/25	03/10/25	EP Park Bid Specs (03/10/2025)
32 05 23	Cement and Concrete for Exterior Improvements	1	03/10/25	03/10/25	EP Park Bid Specs (03/10/2025)
32 11 23	Aggregate Base Courses	1	03/10/25	03/10/25	EP Park Bid Specs (03/10/2025)
32 12 16	Asphalt Paving	1	03/10/25	03/10/25	EP Park Bid Specs (03/10/2025)
32 13 13	Concrete Paving	1	03/10/25	03/10/25	EP Park Bid Specs (03/10/2025)
32 13 73	Concrete Paving Joint Sealants	1	03/10/25	03/10/25	EP Park Bid Specs (03/10/2025)
32 16 13	Curbs and Gutters	1	03/10/25	03/10/25	EP Park Bid Specs (03/10/2025)
32 17 13	Parking Bumpers	0	03/10/25	03/10/25	PL Bid Specs (03/10/2025)
32 17 23	Pavement Markings	1	03/10/25	03/10/25	EP Park Bid Specs (03/10/2025)
321400	Unit Paving	1	03/10/25	03/10/25	EP Park Bid Specs (03/10/2025)
321443	Porous Unit Paving	0	03/10/25	03/10/25	EP Park Bid Specs (03/10/2025)
321540	Crushed Stone Surfacing	0	03/10/25	03/10/25	EP Park Bid Specs (03/10/2025)
321813	Synthetic Grass Surfacing	0	03/10/25	03/10/25	PL Bid Specs (03/10/2025)
321816	Synthetic Resilient Surfacing	0	03/10/25	03/10/25	PL Bid Specs (03/10/2025)
323253	Stone Retaining Walls	0	03/10/25	03/10/25	PL Bid Specs (03/10/2025)
323300	Site Furnishings	1	03/10/25	03/10/25	EP Park Bid Specs (03/10/2025)
329113	Soil Preparation	1	03/10/25	03/10/25	EP Park Bid Specs (03/10/2025)
329200	Turf and Grasses	0	03/10/25	03/10/25	EP Park Bid Specs (03/10/2025)
329300	Plants	1	03/10/25	03/10/25	EP Park Bid Specs (03/10/2025)
33 - Utilities					
33 05 00	Common Work Results for Utilities	1	03/10/25	03/10/25	EP Park Bid Specs (03/10/2025)



Flintco LLC (40-000)

Current Drawings

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
Architectural					
EP A1.0	ARCHITECTURAL SITE PLAN/ CODE FOOTPRINT	0	03/10/2025	03/10/2025	Bid Set (03/10/2025) (03/10/25)
EP A2.1	FIRST FLOOR/ SPECIALTY/ CEILING PLAN	0	03/10/2025	03/10/2025	Bid Set (03/10/2025) (03/10/25)
EP A2.10	ROOF PLAN AND DETAILS	0	03/10/2025	03/10/2025	Bid Set (03/10/2025) (03/10/25)
EP A4.0	AXONOMETRIC VIEWS	0	03/10/2025	03/10/2025	Bid Set (03/10/2025) (03/10/25)
EP A4.1	EXTERIOR ELEVATIONS	0	03/10/2025	03/10/2025	Bid Set (03/10/2025) (03/10/25)
EP A5.1	BUILDING/ WALL SECTIONS	0	03/10/2025	03/10/2025	Bid Set (03/10/2025) (03/10/25)
PL A1.0	CODE FOOTPRINT	0	03/10/2025	03/10/2025	Plaza Bid Set (03/10/2025) (03/10/25)
PL A1.1	ARCHITECTURAL SITE PLAN	0	03/10/2025	03/10/2025	Plaza Bid Set (03/10/2025) (03/10/25)
PL A2.1	FIRST FLOOR PLANS	0	03/10/2025	03/10/2025	Plaza Bid Set (03/10/2025) (03/10/25)
PL A2.3	SPECIALTY PLANS/ FINISH SCHEDULE / NOTES	0	03/10/2025	03/10/2025	Plaza Bid Set (03/10/2025) (03/10/25)
PL A2.5	ENLARGED RESTROOM PLAN AND ELEVATIONS	0	03/10/2025	03/10/2025	Plaza Bid Set (03/10/2025) (03/10/25)
PL A2.8	REFLECTED CEILING PLANS	0	03/10/2025	03/10/2025	Plaza Bid Set (03/10/2025) (03/10/25)
PL A2.10	ROOF PLANS/ DETAILS	0	03/10/2025	03/10/2025	Plaza Bid Set (03/10/2025) (03/10/25)
PL A2.11	ROOF DETAILS	0	03/10/2025	03/10/2025	Plaza Bid Set (03/10/2025) (03/10/25)
PL A3.1	DOOR SCHEDULE / WINDOW / FRAME ELEVATIONS / DETAILS	0	03/10/2025	03/10/2025	Plaza Bid Set (03/10/2025) (03/10/25)
PL A3.2	DOOR/WINDOWS DETAILS	0	03/10/2025	03/10/2025	Plaza Bid Set (03/10/2025) (03/10/25)
PL A5.1	EXTERIOR ELEVATIONS	1	03/10/2025	03/10/2025	Plaza Bid Set (03/10/2025) (03/10/25)
PL A5.2	WALL SECTIONS AND DETAILS	0	03/10/2025	03/10/2025	Plaza Bid Set (03/10/2025) (03/10/25)
Civil					
EP C0.00	GENERAL NOTES AND LEGEND	0	03/10/2025	03/10/2025	Bid Set (03/10/2025) (03/10/25)
EP C0.10	OVERALL DEMOLITION PLAN	0	03/10/2025	03/10/2025	Bid Set (03/10/2025) (03/10/25)
EP C0.11	DEMOLITION PLAN	0	03/10/2025	03/10/2025	Bid Set (03/10/2025) (03/10/25)
EP C0.12	DEMOLITION PLAN	0	03/10/2025	03/10/2025	Bid Set (03/10/2025) (03/10/25)
EP C1.00	OVERALL SITE PLAN	0	03/10/2025	03/10/2025	Bid Set (03/10/2025) (03/10/25)
EP C1.01	SITE PLAN	0	03/10/2025	03/10/2025	Bid Set (03/10/2025) (03/10/25)



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Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
EP C1.02	SITE PLAN	0	03/10/2025	03/10/2025	Bid Set (03/10/2025) (03/10/25)
EP C2.01	UTILITY PLAN	1	03/26/2025	03/26/2025	Event Park Addendum 02 (03/26/25)
EP C2.02	UTILITY PLAN	1	03/26/2025	03/26/2025	Event Park Addendum 02 (03/26/25)
EP C3.01	GRADING & DRAINAGE PLAN	0	03/10/2025	03/10/2025	Bid Set (03/10/2025) (03/10/25)
EP C3.02	GRADING & DRAINAGE PLAN	0	03/10/2025	03/10/2025	Bid Set (03/10/2025) (03/10/25)
EP C3.10	SPOT GRADE PLAN	0	03/10/2025	03/10/2025	Bid Set (03/10/2025) (03/10/25)
EP C3.11	SPOT GRADE PLAN	1	03/26/2025	03/26/2025	Event Park Addendum 02 (03/26/25)
EP C4.01	EROSION CONTROL PLAN	0	03/10/2025	03/10/2025	Bid Set (03/10/2025) (03/10/25)
EP C4.02	EROSION CONTROL PLAN	0	03/10/2025	03/10/2025	Bid Set (03/10/2025) (03/10/25)
EP C4.03	EROSION CONTROL DETAILS	0	03/10/2025	03/10/2025	Bid Set (03/10/2025) (03/10/25)
EP C5.00	SITE DETAILS	1	03/26/2025	03/26/2025	Event Park Addendum 02 (03/26/25)
EP C5.01	SITE DETAILS	0	03/10/2025	03/10/2025	Bid Set (03/10/2025) (03/10/25)
PL C0.00	GENERAL NOTES AND LEGEND	0	03/10/2025	03/10/2025	Plaza Bid Set (03/10/2025) (03/10/25)
PL C0.10	OVERALL DEMOLITION PLAN	0	03/10/2025	03/10/2025	Plaza Bid Set (03/10/2025) (03/10/25)
PL C0.11	DEMOLITION PLAN	0	03/26/2025	03/26/2025	Plaza Addendum 02 (03/26/2025) (03/26/25)
PL C1.00	OVERALL SITE PLAN	0	03/10/2025	03/10/2025	Plaza Bid Set (03/10/2025) (03/10/25)
PL C1.01	SITE PLAN	0	03/10/2025	03/10/2025	Plaza Bid Set (03/10/2025) (03/10/25)
PL C1.02	SITE PLAN	0	03/10/2025	03/10/2025	Plaza Bid Set (03/10/2025) (03/10/25)
PL C2.01	UTILITY PLAN	1	03/26/2025	03/26/2025	Plaza Addendum 02 (03/26/2025) (03/26/25)
PL C2.02	UTILITY PLAN	1	03/26/2025	03/26/2025	Plaza Addendum 02 (03/26/2025) (03/26/25)
PL C3.01	GRADING & DRAINAGE PLAN	1	03/26/2025	03/26/2025	Plaza Addendum 02 (03/26/2025) (03/26/25)
PL C3.02	GRADING & DRAINAGE PLAN	1	03/26/2025	03/26/2025	Plaza Addendum 02 (03/26/2025) (03/26/25)
PL C3.12	SPOT GRADE PLAN	0	03/10/2025	03/10/2025	Plaza Bid Set (03/10/2025) (03/10/25)
PL C3.13	SPOT GRADE PLAN	0	03/10/2025	03/10/2025	Plaza Bid Set (03/10/2025) (03/10/25)
PL C4.01	EROSION CONTROL PLAN	1	03/10/2025	03/10/2025	Plaza Bid Set (03/10/2025) (03/10/25)
PL C4.02	EROSION CONTROL PLAN	0	03/26/2025	03/26/2025	Plaza Addendum 02 (03/26/2025) (03/26/25)
PL C4.03	EROSION CONTROL DETAILS	0	03/10/2025	03/10/2025	Plaza Bid Set (03/10/2025) (03/10/25)



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Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
PL C5.00	SITE DETAILS	1	03/26/2025	03/26/2025	Plaza Addendum 02 (03/26/2025) (03/26/25)
PL C5.01	SITE DETAILS	1	03/26/2025	03/26/2025	Plaza Addendum 02 (03/26/2025) (03/26/25)
Coversheet					
EP Coversheet	Coversheet	0	03/26/2025	03/26/2025	Event Park Addendum 02 (03/26/25)
PL Add 02 Coversheet	Coversheet	0	03/26/2025	03/26/2025	Plaza Addendum 02 (03/26/2025) (03/26/25)
PL Coversheet	Coversheet	0	03/10/2025	03/10/2025	Plaza Bid Set (03/10/2025) (03/10/25)
Demo					
PL C0.12	DEMOLITION PLAN	1	03/26/2025	03/26/2025	Plaza Addendum 02 (03/26/2025) (03/26/25)
PL CO.11	DEMOLITION PLAN	0	03/10/2025	03/10/2025	Plaza Bid Set (03/10/2025) (03/10/25)
Electrical					
EP E000	ELECTRICAL LEGEND	0	03/10/2025	03/10/2025	Bid Set (03/10/2025) (03/10/25)
EP E001	ELECTRICAL GENERAL NOTES	0	03/10/2025	03/10/2025	Bid Set (03/10/2025) (03/10/25)
EP E201	ELECTRICAL - EVENT PARK OVERALL PLAN	1	03/26/2025	03/26/2025	Event Park Addendum 02 (03/26/25)
EP E202	ELECTRICAL PLAN - EVENT PARK	1	03/26/2025	03/26/2025	Event Park Addendum 02 (03/26/25)
EP E203	ELECTRICAL PLAN - PAVILION	1	03/26/2025	03/26/2025	Event Park Addendum 02 (03/26/25)
EP E300	LIGHT FIXTURE SCHEDULE	0	03/10/2025	03/10/2025	Bid Set (03/10/2025) (03/10/25)
EP E400	ONE-LINE DIAGRAM	1	03/26/2025	03/26/2025	Event Park Addendum 02 (03/26/25)
EP E401	PANELBOARD SCHEDULES	0	03/10/2025	03/10/2025	Bid Set (03/10/2025) (03/10/25)
EP E500	ELECTRICAL DETAILS	1	03/26/2025	03/26/2025	Event Park Addendum 02 (03/26/25)
EP L4-02B	SITE LAYOUT PLAN	0	03/10/2025	03/10/2025	Bid Set (03/10/2025) (03/10/25)
PL E000	ELECTRICAL LEGEND	0	03/10/2025	03/10/2025	Plaza Bid Set (03/10/2025) (03/10/25)
PL E001	ELECTRICAL GENERAL NOTES	0	03/10/2025	03/10/2025	Plaza Bid Set (03/10/2025) (03/10/25)
PL E201	ELECTRICAL - PLAY PARK OVERALL PLAN	1	03/26/2025	03/26/2025	Plaza Addendum 02 (03/26/2025) (03/26/25)
PL E202	ELECTRICAL PLAN - PLAY PARK	1	03/26/2025	03/26/2025	Plaza Addendum 02 (03/26/2025) (03/26/25)
PL E203	ELECTRICAL PLANS - RESTROOMS	1	03/26/2025	03/26/2025	Plaza Addendum 02 (03/26/2025) (03/26/25)
PL E300	LIGHT FIXTURE SCHEDULE	0	03/10/2025	03/10/2025	Plaza Bid Set (03/10/2025) (03/10/25)
PL E400	ONE-LINE DIAGRAM	1	03/26/2025	03/26/2025	Plaza Addendum 02 (03/26/2025) (03/26/25)
PL E401	PANELBOARD SCHEDULES	1	03/26/2025	03/26/2025	Plaza Addendum 02 (03/26/2025) (03/26/25)



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Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
PL E500	ELECTRICAL DETAILS	1	03/26/2025	03/26/2025	Plaza Addendum 02 (03/26/2025) (03/26/25)
EP Cover Sheet					
EP Cover Sheet	EP Cover Sheet	0	03/10/2025	03/10/2025	Bid Set (03/10/2025) (03/10/25)
Landscape					
EP L0-01	SITE HARDSCAPE REFERENCE PLAN	0	03/10/2025	03/10/2025	Bid Set (03/10/2025) (03/10/25)
EP L0-02	SITE SOFTSCAPE REFERENCE PLAN	0	03/10/2025	03/10/2025	Bid Set (03/10/2025) (03/10/25)
EP L0-03	SITE KEY PLAN	0	03/10/2025	03/10/2025	Bid Set (03/10/2025) (03/10/25)
EP L0-04	GENERAL INFORMATION	0	03/10/2025	03/10/2025	Bid Set (03/10/2025) (03/10/25)
EP L0-05	GENERAL INFORMATION	1	03/26/2025	03/26/2025	Event Park Addendum 02 (03/26/25)
EP L1-01	PLANT PROTECTION AND REMOVAL PLAN	0	03/10/2025	03/10/2025	Bid Set (03/10/2025) (03/10/25)
EP L1-02	PLANT PROTECTION AND REMOVAL PLAN	0	03/10/2025	03/10/2025	Bid Set (03/10/2025) (03/10/25)
EP L3-01	SITE MATERIALS PLAN	1	03/26/2025	03/26/2025	Event Park Addendum 02 (03/26/25)
EP L3-02	SITE MATERIALS PLAN	1	03/26/2025	03/26/2025	Event Park Addendum 02 (03/26/25)
EP L4-01A	SITE LAYOUT PLAN	0	03/10/2025	03/10/2025	Bid Set (03/10/2025) (03/10/25)
EP L4-01B	SITE LAYOUT PLAN	0	03/10/2025	03/10/2025	Bid Set (03/10/2025) (03/10/25)
EP L4-02A	SITE LAYOUT PLAN	0	03/10/2025	03/10/2025	Bid Set (03/10/2025) (03/10/25)
EP L6-00	SITE LIGHTING FIXTURE SCHEDULE	0	03/10/2025	03/10/2025	Bid Set (03/10/2025) (03/10/25)
EP L6-01	SITE LIGHTING PLAN	0	03/10/2025	03/10/2025	Bid Set (03/10/2025) (03/10/25)
EP L6-02	SITE LIGHTING PLAN	1	03/26/2025	03/26/2025	Event Park Addendum 02 (03/26/25)
EP L7-01	SITE DETAILS	0	03/10/2025	03/10/2025	Bid Set (03/10/2025) (03/10/25)
EP L7-02	SITE DETAILS	0	03/10/2025	03/10/2025	Bid Set (03/10/2025) (03/10/25)
EP L7-03	SITE DETAILS	0	03/10/2025	03/10/2025	Bid Set (03/10/2025) (03/10/25)
EP L7-04	SITE DETAILS	0	03/10/2025	03/10/2025	Bid Set (03/10/2025) (03/10/25)
EP L7-05	SITE DETAILS	0	03/10/2025	03/10/2025	Bid Set (03/10/2025) (03/10/25)
EP L7-06	SITE DETAILS	0	03/10/2025	03/10/2025	Bid Set (03/10/2025) (03/10/25)
EP L7-07	SITE DETAILS	0	03/10/2025	03/10/2025	Bid Set (03/10/2025) (03/10/25)
EP L7-08	SITE DETAILS	0	03/10/2025	03/10/2025	Bid Set (03/10/2025) (03/10/25)
EP L7-09	SITE DETAILS	0	03/10/2025	03/10/2025	Bid Set (03/10/2025) (03/10/25)
EP L8-01	SITE TREE PLANTING PLAN	0	03/10/2025	03/10/2025	Bid Set (03/10/2025) (03/10/25)
EP L8-02	SITE TREE PLANTING PLAN	1	03/26/2025	03/26/2025	Event Park Addendum 02 (03/26/25)
EP L9-01	SITE SHRUB PLANTING PLAN	1	03/26/2025	03/26/2025	Event Park Addendum 02 (03/26/25)
EP L9-02	SITE SHRUB PLANTING PLAN	1	03/26/2025	03/26/2025	Event Park Addendum 02 (03/26/25)
EP L11-01	PLANTING DETAILS	0	03/10/2025	03/10/2025	Bid Set (03/10/2025) (03/10/25)
EP L11-02	PLANTING DETAILS	0	03/10/2025	03/10/2025	Bid Set (03/10/2025) (03/10/25)
EP L11-03	PLANTING DETAILS	0	03/10/2025	03/10/2025	Bid Set (03/10/2025) (03/10/25)
PL L0-01	SITE HARDSCAPE REFERENCE PLAN	0	03/10/2025	03/10/2025	Plaza Bid Set (03/10/2025) (03/10/25)



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Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
PL L0-02	SITE SOFTSCAPE REFERENCE PLAN	0	03/10/2025	03/10/2025	Plaza Bid Set (03/10/2025) (03/10/25)
PL L0-03	SITE KEY PLAN	0	03/10/2025	03/10/2025	Plaza Bid Set (03/10/2025) (03/10/25)
PL L0-04	GENERAL INFORMATION	0	03/10/2025	03/10/2025	Plaza Bid Set (03/10/2025) (03/10/25)
PL L0-05	GENERAL INFORMATION	1	03/26/2025	03/26/2025	Plaza Addendum 02 (03/26/2025) (03/26/25)
PL L1-01	PLANT PROTECTION AND REMOVAL PLAN	0	03/10/2025	03/10/2025	Plaza Bid Set (03/10/2025) (03/10/25)
PL L1-02	PLANT PROTECTION AND REMOVAL PLAN	0	03/10/2025	03/10/2025	Plaza Bid Set (03/10/2025) (03/10/25)
PL L3-01	SITE MATERIALS PLAN	1	03/26/2025	03/26/2025	Plaza Addendum 02 (03/26/2025) (03/26/25)
PL L3-02	SITE MATERIALS PLAN	1	03/26/2025	03/26/2025	Plaza Addendum 02 (03/26/2025) (03/26/25)
PL L4-01	SITE LAYOUT PLAN	0	03/10/2025	03/10/2025	Plaza Bid Set (03/10/2025) (03/10/25)
PL L4-01A	PLAYGROUND SITE LAYOUT SURFACE PLAN LAYOUT PLAN	0	03/10/2025	03/10/2025	Plaza Bid Set (03/10/2025) (03/10/25)
PL L4-02	SITE LAYOUT PLAN	0	03/10/2025	03/10/2025	Plaza Bid Set (03/10/2025) (03/10/25)
PL L4-02A	PLAYGROUND SITE LAYOUT SURFACE PLAN LAYOUT PLAN	0	03/10/2025	03/10/2025	Plaza Bid Set (03/10/2025) (03/10/25)
PL L6-00	SITE LIGHTING FIXTURE SCHEDULE	0	03/10/2025	03/10/2025	Plaza Bid Set (03/10/2025) (03/10/25)
PL L6-02	SITE LIGHTING PLAN	1	03/26/2025	03/26/2025	Plaza Addendum 02 (03/26/2025) (03/26/25)
PL L6-03	SITE LIGHTING PLAN	0	03/10/2025	03/10/2025	Plaza Bid Set (03/10/2025) (03/10/25)
PL L7-01	SITE DETAILS	0	03/10/2025	03/10/2025	Plaza Bid Set (03/10/2025) (03/10/25)
PL L7-02	SITE DETAILS	0	03/10/2025	03/10/2025	Plaza Bid Set (03/10/2025) (03/10/25)
PL L7-03	SITE DETAILS	0	03/10/2025	03/10/2025	Plaza Bid Set (03/10/2025) (03/10/25)
PL L7-04	SITE DETAILS	0	03/10/2025	03/10/2025	Plaza Bid Set (03/10/2025) (03/10/25)
PL L7-05	SITE DETAILS	0	03/10/2025	03/10/2025	Plaza Bid Set (03/10/2025) (03/10/25)
PL L7-06	SITE DETAILS	0	03/10/2025	03/10/2025	Plaza Bid Set (03/10/2025) (03/10/25)
PL L7-07	SITE DETAILS	0	03/10/2025	03/10/2025	Plaza Bid Set (03/10/2025) (03/10/25)
PL L7-08	SITE DETAILS	0	03/10/2025	03/10/2025	Plaza Bid Set (03/10/2025) (03/10/25)



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Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
					25)
PL L7-09	SITE DETAILS	0	03/10/2025	03/10/2025	Plaza Bid Set (03/10/2025) (03/10/25)
PL L7-10	SITE DETAILS	0	03/10/2025	03/10/2025	Plaza Bid Set (03/10/2025) (03/10/25)
PL L7-11	SITE DETAILS	0	03/10/2025	03/10/2025	Plaza Bid Set (03/10/2025) (03/10/25)
PL L7-12	SITE DETAILS	0	03/10/2025	03/10/2025	Plaza Bid Set (03/10/2025) (03/10/25)
PL L7-13	SITE DETAILS	0	03/10/2025	03/10/2025	Plaza Bid Set (03/10/2025) (03/10/25)
PL L7-14	SITE DETAILS	0	03/10/2025	03/10/2025	Plaza Bid Set (03/10/2025) (03/10/25)
PL L7-15	SITE DETAILS	0	03/10/2025	03/10/2025	Plaza Bid Set (03/10/2025) (03/10/25)
PL L7-16	SITE DETAILS	0	03/10/2025	03/10/2025	Plaza Bid Set (03/10/2025) (03/10/25)
PL L7-17	7.9 SITE KEYNOTES:	0	03/10/2025	03/10/2025	Plaza Bid Set (03/10/2025) (03/10/25)
PL L7-18	SHEET NUMBER	0	03/10/2025	03/10/2025	Plaza Bid Set (03/10/2025) (03/10/25)
PL L8-01	TREE PLANTING PLAN	1	03/26/2025	03/26/2025	Plaza Addendum 02 (03/26/2025) (03/26/25)
PL L8-02	TREE PLANTING PLAN	1	03/26/2025	03/26/2025	Plaza Addendum 02 (03/26/2025) (03/26/25)
PL L9-01	SHRUB AND GROUND COVER PLANTING PLAN	1	03/26/2025	03/26/2025	Plaza Addendum 02 (03/26/2025) (03/26/25)
PL L9-02	SHRUB AND GROUND COVER PLANTING PLAN	1	03/26/2025	03/26/2025	Plaza Addendum 02 (03/26/2025) (03/26/25)
PL L11-01	PLANTING DETAILS	0	03/10/2025	03/10/2025	Plaza Bid Set (03/10/2025) (03/10/25)
PL L11-02	PLANTING DETAILS	0	03/10/2025	03/10/2025	Plaza Bid Set (03/10/2025) (03/10/25)
PL L11-03	PLANTING DETAILS	0	03/10/2025	03/10/2025	Plaza Bid Set (03/10/2025) (03/10/25)
Mechanical					
PL M000	MECHANICAL GENERAL NOTES AND LEGEND	0	03/10/2025	03/10/2025	Plaza Bid Set (03/10/2025) (03/10/25)
PL M101	HVAC LEVEL 1 PLAN - RESTROOMS	0	03/10/2025	03/10/2025	Plaza Bid Set (03/10/2025) (03/10/25)
PL M400	MECHANICAL DETAILS AND SCHEDULES	0	03/10/2025	03/10/2025	Plaza Bid Set (03/10/2025) (03/10/25)
Plumbing					
PL P000	PLUMBING GENERAL NOTES AND LEGEND	0	03/10/2025	03/10/2025	Plaza Bid Set (03/10/2025) (03/10/25)



Flintco LLC (40-000)

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
					25)
PL P101	PLUMBING LEVEL 1 PLAN - RESTROOMS	0	03/10/2025	03/10/2025	Plaza Bid Set (03/10/2025) (03/10/25)
PL P200	PLUMBING SCHEDULES	0	03/10/2025	03/10/2025	Plaza Bid Set (03/10/2025) (03/10/25)
PL P300	PLUMBING DETAILS	0	03/10/2025	03/10/2025	Plaza Bid Set (03/10/2025) (03/10/25)
Structural					
EP S0.0A	GENERAL NOTES	0	03/10/2025	03/10/2025	Bid Set (03/10/2025) (03/10/25)
EP S0.1A	GENERAL NOTES	0	03/10/2025	03/10/2025	Bid Set (03/10/2025) (03/10/25)
EP S0.2A	QUALITY ASSURANCE	0	03/10/2025	03/10/2025	Bid Set (03/10/2025) (03/10/25)
EP S1.0A	PERFORMANCE PAVILION	0	03/10/2025	03/10/2025	Bid Set (03/10/2025) (03/10/25)
EP S2.0A	PERFORMANCE PAVILION RIGGING PLAN	0	03/10/2025	03/10/2025	Bid Set (03/10/2025) (03/10/25)
EP S5.0A	PERFORMANCE PAVILION DETAILS	0	03/10/2025	03/10/2025	Bid Set (03/10/2025) (03/10/25)
PL S0.0B	GENERAL NOTES	0	03/10/2025	03/10/2025	Plaza Bid Set (03/10/2025) (03/10/25)
PL S0.1B	GENERAL NOTES	0	03/10/2025	03/10/2025	Plaza Bid Set (03/10/2025) (03/10/25)
PL S0.2B	QUALITY ASSURANCE	0	03/10/2025	03/10/2025	Plaza Bid Set (03/10/2025) (03/10/25)
PL S0.3	QUALITY ASSURANCE	0	03/10/2025	03/10/2025	Plaza Bid Set (03/10/2025) (03/10/25)
PL S1.0B	RESTROOM PAVILION	0	03/10/2025	03/10/2025	Plaza Bid Set (03/10/2025) (03/10/25)
PL S2.0B	CMU WALL ELEVATIONS	0	03/10/2025	03/10/2025	Plaza Bid Set (03/10/2025) (03/10/25)
PL S3.0	CONCRETE DETAILS	0	03/10/2025	03/10/2025	Plaza Bid Set (03/10/2025) (03/10/25)
PL S3.1	CONCRETE DETAILS	0	03/10/2025	03/10/2025	Plaza Bid Set (03/10/2025) (03/10/25)
PL S4.0	MASONRY DETAILS	0	03/10/2025	03/10/2025	Plaza Bid Set (03/10/2025) (03/10/25)
PL S5.0	STEEL DETAILS	0	03/10/2025	03/10/2025	Plaza Bid Set (03/10/2025) (03/10/25)



Project Name: Quilt of Parks - Dave Peel Event Park & Plaza

<u>Description</u>	<u>Company</u>	<u>Address</u>
General Package	Flintco	184 Fantinel Dr, Springdale, AR 72762
Final Clean	Counterpoint Trading DBA Speedy Cleaners	10160 Sugar Creek Rd, Bentonville, AR 72712
Site Furnishings, Playground Equipment, & Turf/PIP Surfacing	Play by Design Inc	304 N. Geneva Street, Ithaca, NY 14850
Concrete	Cantera Concrete Company	108 Crossover Ave B, Lowell, AR 72745
Masonry	MCB Masonry LLC	13827 AR-279, Hiwassee, AR 72739
Structural Steel Supply & Install	WilShar Steel	124 Mount Hebron Rd, Lowell, AR 72745
Waterproofing, Sealants and Roofing/Metal Panels	Harness Roofing Inc.	4185 Treadco Dr, Springdale, AR 72762
Doors Frames and Hardware Supply	Wesche Co	228 S 40th St, Springdale, AR 72762
Doors Frames and Hardware Install	Trimtech Inc.	997 Happy Trails Dr STE D4, Rogers, AR 72756
Glass & Glazing	Commercial Glass and Metal	615 W 10th St, Joplin, MO 64801
Metal Framing & Drywall	Built-Well	13568 AR-279, Gravette, AR 72739
Epoxy Flooring	Desco Coatings, Inc.	6131 Carnegie Dr, North Little Rock, AR 72117
Paints & Coatings	Geels Paint & Wallcovering	528 N 40th St, Springdale, AR 72762
Paving	Elevated Pavers & Stone	116 NW 8th St, Oklahoma City, OK 73102
Wood Decking	Blackwell's Bluewater	6424 Lake Oaks Cir, Fort Worth, TX 76108
Exterior Signage	Best Sign Group	2860 W Walnut St #300, Rogers, AR 72756
Plumbing & HVAC	American Air Conditioning & Mechanical	4315 N Thompson St, Springdale, AR 72764
Electrical	Marrs Electric Inc	701 Kawneer Dr, Springdale, AR 72764
Earthwork, Demolition, and Site Utilities	Dean Crowder Construction Inc	804 SE 21st St, Bentonville, AR 72712
Landscaping	Sharum's Garden Center NWA	750 S Maestri Rd, Springdale, AR 72762
Asphalt Paving	APAC-Central, A CRH Company	19953 AR-303, Springdale, AR 72764

**Bentonville Electric Utilities Department**

3200 SW Municipal Drive

Bentonville, AR 72712

Phone: (479) 271-3135 Fax: (479) 271-5994

ESTIMATE**ESTIMATE****Bill to:**

Date:

Work Request Number:

Address:

City, State, ZIP: Bentonville, AR 72712

Project DescriptionPeel Park OH to UG Conversion **Estimate****Labor**

Classification	Hours	Hourly Rate	Total
Electric Crew Leader	104.00	108.69	\$11,303.76
First Class Powerline Electrician	104.00	102.65	\$10,675.08
First Class Powerline Electrician	104.00	102.65	\$10,675.08
First Class Powerline Electrician	104.00	102.65	\$10,675.08
Subtotal: Labor			\$43,329.00

Equipment

Equipment Type	Hours	Hourly Rate	Total
Pickup	104	\$25.00	\$2,600.00
Pickup	76	\$25.00	\$1,900.00
Digger Derrick	28	\$75.00	\$2,100.00
Large Bucket Truck	28	\$75.00	\$2,100.00
Large Bucket Truck	28	\$75.00	\$2,100.00
Wire Puller	84	\$25.00	\$2,100.00
Wire Puller	84	\$25.00	\$2,100.00
Subtotal: Equipment			\$15,000.00

Materials

Materials	Quantity	Unit	Cost	Total
UG Materials	1		\$38,389.79	\$38,389.79
Subtotal: Materials				\$38,389.79
20 % INVENTORY FEE				\$7,677.96
Total:				\$104,396.75

Note: This is an estimate only. The final bill will be based on actual manhours, equipment, and material. Estimate may be subject to change if there are fluctuations in material costs.

Printed Name: _____

Authorized Signature: _____

Date: _____

ESTIMATE

2025 PROJECT MATERIALS LIST		Dave Peel Park Charge		Total Material Cost	\$ 38,389.79	WF
		Estimate				
DESCRIPTION	PART NUMBER	QTY	NOTES	PRICE EACH (as of 2/11/2025)	EXT PRICE	TYPICAL LEAD TIME
CAP - PROTECTIVE 200 AMP	1154	14		\$ 53.12	\$ 743.66	2 WEEKS
ELBOW - 1/0 15 KV	1449	11		\$ 64.71	\$ 711.79	3 WEEKS
ELBOW - ARRESTER	1453	4		\$ 76.33	\$ 305.32	3 WEEKS
FEED THRU - 200A 4 POINT LOADBREAK	1656	3		\$ 158.72	\$ 476.16	3 WEEKS
GROUND - GROUND ROD 8' COPPER	1587	3		\$ 18.83	\$ 56.49	2 WEEKS
GROUND - GROUND ROD CLAMP COPPER	1588	4		\$ 1.38	\$ 5.52	2 WEEKS
GROUND - CASE TANK GROUND	2073	6		\$ 7.96	\$ 47.76	2 WEEKS
JBP - 3PH 200A - METAL ENCLOSURE	1465	1		\$ 938.17	\$ 938.17	2 WEEKS
JBP - 3PH 200A/600A - CONCAST SLEEVE	1473	1		\$ 838.37	\$ 838.37	3-5 WEEKS
JBP - 3PH 200A - CONCAST LID	1470	1		\$ 615.83	\$ 615.83	3-5 WEEKS
PADLOCK - ELECTRIC	1696	3		\$ 11.30	\$ 33.90	4-6 WEEKS
STANDOFF - 200A	1716	9		\$ 67.40	\$ 606.60	3 WEEKS
TRANSFORMER 75 KVA PADMOUNT	2043	1		\$ 4,832.01	\$ 4,832.01	12-14 WEEKS
TRANSFORMER PAD - SMALL	2074	1		\$ 133.70	\$ 133.70	1 WEEK
UTILCO 6-POS 5/8" STUD (10-75 KVA)	1889	3		\$ 22.08	\$ 66.24	4-6 WEEKS
WIRE - 1/0 15 KV JACKETED	2147	1097		\$ 4.89	\$ 5,360.27	3-4 WEEKS VARIES
WIRE - 4/0 QUAD-U/G	2179	500		\$ 3.13	\$ 1,566.85	2-4 WEEKS
WIRE - 1/0 TRI-U/G	2154	250		\$ 1.63	\$ 407.50	2 WEEKS
WIRE - #2, 7 STRAND	2120	30		\$ 1.45	\$ 43.38	2 WEEKS
METER - 2S, 200A SINGLE PHASE	1796	3		\$ 200.39	\$ 601.17	
METER - 12S, 200A, SINGLE PHASE 120/208V	1806	2		\$ 549.58	\$ 1,099.16	
METER - 15/16S, 200A THREE PHASE	1808	4		\$ 758.84	\$ 3,035.36	
TRANSFORMER - 150 KVA 120/208V PADMOUNT	2011	1		\$ 15,864.57	\$ 15,864.57	

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AMENDED AGREEMENT WITH FLINTCO, IN THE AMOUNT OF ELEVEN MILLION SEVEN HUNDRED EIGHTY-TWO THOUSAND NINE HUNDRED DOLLARS (\$11,782,900.00), FOR THE CONSTRUCTION OF DAVE PEEL PARK AND PLAZA; AMENDING THE 2025 BUDGET TO APPROPRIATE FEES TO FUND SAID CHANGE ORDER; AND FOR OTHER PURPOSES.

WHEREAS, an amended GMP agreement is needed with Flintco to begin the construction process on the Dave Peel Park and Plaza;

WHEREAS, Flintco was selected under RFQ-21-09, following the City's standard RFQ solicitation and selection process for the procurement of professional services in accordance with state law;

WHEREAS, a budget adjustment, in the amount of twelve million two hundred twenty-four thousand nine hundred ninety-two dollars (\$12,224,992.00), is needed to allocate funds for this agreement and the following agreement with Design Workshop; and

WHEREAS, this purchase will be funded by bond proceeds, a grant award, and A and P funds.

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

Section 1: The Mayor and City Clerk are authorized to enter into an amended GMP agreement with Flintco, for the construction process of Dave Peel Park and Plaza, in the amount of eleven million seven hundred eighty-two thousand nine hundred dollars (\$11,782,900.00);

Section 2: Seven million seven hundred twenty-four thousand nine hundred ninety-two dollars (\$7,724,992.00) of bond money is allocated from Account #305030-47390 – Improvement Other Than Building/Project to fund this agreement;

Section 3: The 2025 Budget is hereby adjusted to recognize three million five hundred thousand dollars (\$3,500,000.00) in grant funds into Account #105030-33810 – Local Grants and appropriate the same into Account #105030-47390 – Improvement Other Than Building/Project;

Section 4: The 2025 Budget is further adjusted to appropriate one million dollars (\$1,000,000.00) in A and P money from General Fund into Account #105030-47390 – Improvement Other Than Building/Project;

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 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:	5/27/2025	Submitted By:	Wade Tomlinson
Phone:	479-271-3392	For Department(s):	Parks and Recreation
Email:	wtomlinson@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 Amending Agreement with Design Workshop for Construction Administration
Action Recommendation & Justification:	Resolution authorizing the Mayor and City Clerk enter into an amended agreement with Design Workshop, in the amount of \$247,000.00, for construction oversight and administration for Dave Peel Park. Needed budget adjustment was included on previous item.
Additional Comments for Consideration (Optional):	Design Workshop was selected following the City's Purchasing Policy for professional services.
Amount for Approval:	\$ 247,000.00

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
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):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

www.bentonvillear.com

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Memo



To: City Council, Mayor Orman
From: J. Wade Tomlinson, Parks Planner
Thru: David Wright, Parks and Recreation Director
Date: May 27, 2025
Re: Dave Peel Park Construction Admin and Lighting

Parks and Recreation Staff seek a resolution authorizing Mayor Orman to enter into an amended agreement with Design Workshop for construction administration for the Dave Peel Park projects. This agreement also allows for additional design work for lighting for public art in these spaces as well.

Following discussions with Flintco, a clearer understanding of the project's construction schedule and phasing has been established, with an estimated duration of 12 months across two phases. However, as discussed earlier, we do not know exactly when these two projects should begin. Design Workshop is prepared to commence the Construction Observation process when we give the Notice to Proceed. .

The total cost for these Add Service No. 08 is \$247,000.

The contract conditions of the existing agreement with Design Workshop, dated October 8th, 2020, will remain binding for these additional services unless otherwise specified. Approval of this amended agreement will allow Design Workshop to commence these services immediately on a time and materials basis, not to exceed the aforementioned fees.

Attachments:

Agenda Item Form

Proposal from Design Workshop

812 San Antonio Street
Suite 401
Austin, TX 78701
512.499.0222
512.499.0229 fax

designworkshop.com

May 13th, 2025

David Wright
Director
Bentonville Parks + Recreation
215 SW A St., Bentonville, AR 72712

Additional Services for: A-Street Promenade: 6331
Add Service No. 08 – Art Lighting and Parks Construction Observation

Dear David,

We are excited about the documentation that has been completed to date and the great collaboration from all parties. As the bidding process is being finalized, we would like your approval to finalize lighting design for the two proposed sculptures and move to Construction Observation for both parks.

After speaking with Flintco, we have a better understanding of the construction schedule and sequence. We understand the project will be broken into two phases with an estimated construction schedule of 12 months.

Our team is ready to begin the Construction Observation process, and we have outlined the Design Workshop team's anticipated tasks as the schedule moves forward.

Art Lighting Design – Proposed Scope of Work

A base design for lighting on the proposed tree sculpture in Dave Peel Plaza was provided for bidding purposes to accommodate budget for lighting. Now that the sculpture has been confirmed, Design Workshop's lighting designers need to finalize the design in collaboration with Oz Art and the artist. The addition, after bid, of the proposed Dr. Neil Compton sculpture in Dave Peel Park requires Design Workshop's lighting designers to establish a design in collaboration with the sculpture's artist.

Construction Observation – Proposed Scope of Work

The general objective for this phase of work is to provide observation of the landscape construction process for compliance with drawings and specifications.

The Design Workshop team will make periodic visits to the site, as specified below, to become familiar with quality of construction and to determine whether the construction of the landscape work is proceeding in accordance with Design Workshop's design intent and contract documents. During such visits and based on observations while at the site, Design Workshop will keep the client informed of the progress of construction through Field Reports. Design Workshop may recommend rejection of work to the client if the contractor fails to conform to the contract documents. The client understands that the construction observation is a part of Design Workshop's process and its sub-consultants process and enables Design Workshop to observe the construction in progress at appropriate intervals to inform the owner of the progress and quality of work. Construction observation services also enable Design Workshop to instruct and inform the contractor and owner of any issues observed and create a record of any problems observed. If the client does not retain Design Workshop to perform construction observation services, then Client understands and accepts the risks that the failures by the contractor to properly follow and implement the design intent of the contract documents may be missed.

The specific tasks to be completed are as follows:

1. Attend pre-construction meeting with Flintco, design team, and Client to discuss the construction of the project, including project requirements, communication procedures, project scheduling, personnel, laboratory testing requirements (by Owner), field inspection, construction staking, pay requests by owner, assisting Client in preparation of pre-construction conference agenda prior to meeting, and other pertinent matters that may impact the project.
2. The Design Workshop Team will participate in weekly OAC meetings via Zoom. We anticipate meeting for an hour per week. Meetings will be led by Flintco.
3. A member of the Design Workshop team will be on site an average of four times per month during the anticipated 12 months of construction. We anticipate some months will include multiple days on site and possibly repeating weeks of visits during heavy construction. These visits will correspond with weekly OAC meetings. A report of activity, direction or progress will be issued to the Owner for each site visit. As the prime consultant, Design Workshop will perform up to twelve (12) total site visits and coordinate visits by other consultants on the team for up to forty (48) total visits.

4. The Design Workshop team will prepare and process routine change orders as they pertain to the original scope of work. The Design Workshop team shall have ten (10) working days to receive, review, and route reviews back to Client for distribution to the contractor. The Design Workshop team will expedite critical reviews as much as possible at the request of the contractor or Client.
5. Review and respond to applicable shop drawings, laboratory testing reports, field change requests, requests for information. The Design Workshop team will provide written responses to requests for information or clarification to Client or Contractor. The Design Workshop team will create applicable CCD's and ASI's, if necessary, as a response.
6. Select and tag plant material for conformance to specifications at place of growth including tagging replacement plant materials, if necessary, at supply source with the Contractor. Maximum two (2) trips.
7. As-built drawings will be provided by Design Workshop in coordination with the contractor. Design Workshop will provide comment/edits and provide to Client as part of project close-out.
8. Upon substantial completion of construction, the Design Workshop team will conduct a final project walkthrough with the Contractor and Owner. Design Workshop will provide a comprehensive punch list of outstanding issues for completion or discussion prior to release of contractor bonds. There will be at least four final punch walks based on the phasing schedule.
9. The Design Workshop team will visit the site bi-monthly during the yearlong warranty period. Attend up to six (6) additional review meetings on-site during this period. Issue field notes for each visit to Client and contractor.

At the end of warranty period, Design Workshop shall conduct a final inspection and, upon finding the project acceptable, Design Workshop will recommend acceptance of the landscape installation.

This proposal includes professional service time for site visits/construction observation meetings as follows:

Pre-construction meeting – 2 (1 per phase)

Weekly construction progress meetings in person with Design Workshop -
Up to 12

Additional Consultant Visits – Up to 36

Nursery visit – Up to 2

Substantial completion punch list/Approve beg. Of
maintenance/establishment – 2 (1 Per Phase)

- Dave Peel Plaza - 1
- Dave Peel Park - 1

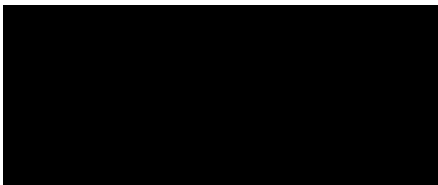
By signing this letter, you are authorizing Design Workshop, Inc., to commence services immediately on a time and materials (T&M) basis, not to exceed a fee of **\$15,000** for the art lighting design scope of work and **\$217,000** with an additional **\$15,000** in reimbursable expenses for all travel related with site visits for the Construction Observation scope of work.

The contract conditions of the existing agreement dated October 8th, 2020, shall be binding on these additional services unless modified herein. The following is a summary of the fees associated with this effort.

Total Add Service No. 08 Amount: \$247,000

Should you have any questions, please do not hesitate to call me at 985-630-0312.

Sincerely,
DESIGN WORKSHOP, INC.



Conners Ladner, PLA
Principal

APPROVED BY CLIENT:

By: _____

Date: _____

Title: _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AMENDED AGREEMENT WITH DESIGN WORKSHOP, IN THE AMOUNT OF TWO HUNDRED FORTY-SEVEN THOUSAND DOLLARS (\$247,000.00), FOR CONSTRUCTION MANAGEMENT OF DAVE PEEL PARK AND PLAZA; AND FOR OTHER PURPOSES.

WHEREAS, an amended agreement is needed with Design Workshop for construction management of the Dave Peel Park and Plaza;

WHEREAS, Design Workshop was selected following the City's standard solicitation and selection process for the procurement of professional services in accordance with state law; and

WHEREAS, this purchase is funded with a previous budget adjustment.

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 Design Workshop, for construction management and observation of Dave Peel Park and Plaza, in the amount of two hundred forty-seven thousand dollars (\$247,000.00);

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

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

PASSED this _____ day of _____, 2025.

APPROVED:

Stephanie Orman, MAYOR

ATTEST:

Malorie Marrs, CITY CLERK



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	5/27/2025	Submitted By:	Wade Tomlinson
Phone:	479-271-3392	For Department(s):	Parks and Recreation
Email:	wtomlinson@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 Agreement with GTS, Inc. for CMT and Special Inspection Services
Action Recommendation & Justification:	A Resolution authorizing the Mayor and City Clerk to enter into an agreement with GTS, Inc. for Construction Materials Testing (CMT) and Special Inspection Services for the Dave Peel Park and Plaza, in the amount of \$90,695.00. Needed budget adjustment is included on previous item.
Additional Comments for Consideration (Optional):	GTS, Inc. was selected following the City's Purchasing Policy for professional services.
Amount for Approval:	\$ 90,695.00

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
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):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

www.bentonvillear.com

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Memo



To: City Council, Mayor Orman
Thru: David Wright, Parks and Recreation Director
From: J. Wade Tomlinson, Parks Planner
Date: May 27, 2025
Re: Dave Peel Park Materials Testing

Parks and Recreation Staff seeks a resolution authorizing Mayor Orman to enter into an agreement with GTS, Inc. for Construction Materials Testing (CMT) and Special Inspection Services for the Dave Peel Event Park and Plaza.

These services include earthwork testing, foundation inspections, concrete testing, structural steel framing observations, and asphalt testing for both the Dave Peel Event Park and the Dave Peel Plaza.

The total cost for these services is \$90,695, with \$46,030 allocated to the Dave Peel Event Park and \$44,655 allocated to the Dave Peel Plaza.

Approval of this agreement will allow GTS, Inc., to commence these services. The contract conditions will be those outlined in the attached proposal.

Attachments:
Proposal from GTS

AGREEMENT FOR CONSTRUCTION MATERIALS TESTING AND SPECIAL INSPECTION SERVICES

THIS AGREEMENT, effective as of this _____ day of _____ 2023, is by and between City of Bentonville ("Client") and GTS, Inc. ("Engineer").

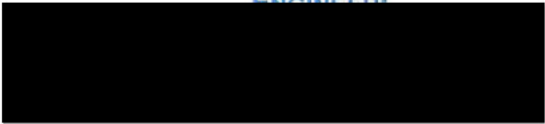
THE PROJECT is understood to consist of:

This project consists of two separate sites. The first is the "David Peel Event Park" located just southwest of the square in downtown Bentonville, Arkansas, at the original park location. GTS, Inc. understands that there will be an event lawn and stage at this site. The second site is the "David Peel Plaza", or Commons Play Park, which includes a playground area, as well as a restroom building. Construction improvements include walkways, paving, walls, lighting, and park furnishings.

THIS AGREEMENT consists of the appended documents which are incorporated herein by reference:

- GTS Proposal No. **GTS12511038** (a/k/a Scope of Services)
- General Conditions for Construction Materials Testing and Special Inspection Services

Engineer agrees to perform the Services set forth in this Agreement and in accordance with its terms, including all attachments incorporated herein by reference. This Agreement may not be modified or altered, except in writing as specifically described in this Agreement.

	<u>CLIENT:</u>	<u>ENGINEER:</u>
Signature:	_____	
Print Name:	_____	David Berry, P.E.
Title:	_____	Principal Engineer
Company:	City of Bentonville	GTS, Inc.
Address:	_____	1915 N Shiloh Drive
	_____	Fayetteville, Arkansas 72704
Date:	_____	4/2/25

www.gtsconsulting.net

April 2, 2025

City of Bentonville
215 SW A St.
Bentonville, Arkansas 72712

Attention: Mr. Wade Tomlinson, PLA, MBA

Re: Construction Materials Testing and Special Inspections Services Proposal
Dave Peel Event Park & Plaza
206 E. Central Ave.
Bentonville, Arkansas
Proposal No. GTS12511038

Mr. Tomlinson,

GTS, Inc. appreciates the opportunity to submit this proposal to perform Construction Materials Testing (CMT) and Special Inspections Services on the above-referenced project. This proposal contains our understanding of the project, our scope of services, and an estimate of the total fees anticipated for this project based on trips to the site. Our services and fees will be broken up into two categories: The David Peel Event Park, and the David Peel Plaza.

PROJECT SUMMARY

This project consists of two separate sites. The first is the “David Peel Event Park” located just southwest of the square in downtown Bentonville, Arkansas, at the original park location. GTS, Inc. understands that there will be an event lawn and stage at this site. Construction improvements include paving, walkways, wall seating, benches, lighting, signage, parking, and asphalt mill and overlay of surrounding streets.

The second site is the “David Peel Plaza”, or Commons Play Park, which includes a playground area, as well as a restroom building. Construction improvements include walkways, paving, walls, lighting, and park furnishings.

The general notes for the permeable paver subgrade in the project drawings reference measuring the deflection of all lifts of stone aggregates using a Light Weight Deflectometer. This testing is not included in this proposal. Please contact GTS, Inc., if this testing is required and additional pricing can be provided.

GTS, Inc. was provided with the following documents to prepare this proposal:

- Project Plans put together by Design Workshop for “*Dave Peel Event Park*” Issued for bid February 21, 2025, with addendum 01 dated March 6, 2025
- Project Plans put together by Design Workshop for “*Dave Peel Plaza*” Issued for bid February 21, 2025, with addendum 01 dated March 6, 2025
- *Dave Peel Park* Signage Design Intent Package, issued for bid on March 6, 2025
- *Dave Peel Plaza* Signage Design Intent Package, issued for bid on March 6, 2025

- Project Geotechnical Report *KB225031-Quilt of Parks-Report R1* dated December 14, 2022

GTS, Inc. was not provided with a specific project construction schedule, therefore, the number of trips to the project site are estimates. Once a specific project construction schedule becomes available and in order to provide a more accurate testing budget, we should be given the opportunity to review the schedule to compare to the scope defined in this proposal.

ANTICIPATED SCOPE OF SERVICES

GTS, Inc. has reviewed the project documents provided by your office. Based on these documents, our assumptions regarding the project schedule, and our experience on similar projects, CMT Services and Special Inspections for this project are anticipated to include the following scope. Please review this scope carefully and contact GTS, Inc., to see if the number of trips planned to the site for testing and special inspections should increase or decrease based on your understanding of the project schedule.

❖ DAVE PEEL EVENT PARK

Earthwork Testing

- Proofroll and subgrade evaluations and recommendations for undercutting and/or stabilization if required performed by engineering staff during site grading.
- Perform field density tests on fill materials beneath new planned structures and pavements.
- Perform laboratory classifications of proposed fill soils to determine their suitability and moisture-density relationships (proctor and CBR)

Estimated Trips

- 2 trips for engineering proofroll/subgrade evaluations in pavement areas
 - 2 trips for subgrade & base for the North Concrete Parking area
- 36 trips for density testing by a technician as follows:
 - 2 trips for subgrade & base testing for the North Concrete Parking area
 - 12 trips for subgrade & base testing on miscellaneous park structure foundations including: bike racks, park benches, park signage, seat walls, wood decks, and staircases
 - 10 trips for subgrade & base testing for all pedestrian walkways including concrete sidewalks in and around the park perimeter, decomposed granite, and brick pavers
 - 6 trips for storm drain base backfill testing
 - 1 trip for utility backfill on the waterline connection to the north
 - 1 trip for subgrade testing on underground detention
 - 4 trips for the subgrade & base testing for the Stage Stem Wall, Stage Column Footings, and Stage Slab
- 1 Proctor with Classification to determine the suitability of proposed fill materials.

Foundations, Walls, Columns, and Slab Inspections

- GTS will provide engineering to verify bearing of foundation bearing soils at the foundations prior to concrete placement.
- Provide staff to review installed reinforcing steel for bar size, location, placement, spacing per project plan.

Estimated Trips

- Stage Stem Wall, Column, & Slab Shallow Foundations Bearing Capacity Observations
 - 3 trips
- Park Structure Shallow Foundations Bearing Capacity Observations including: Park Benches, Seat Walls, Bike Racks, and Park Signage
 - 10 trips
- Park Structure Shallow Foundations Reinforcing Steel Inspections
 - 10 trips
- Stage Slab on Grade Reinforcing Steel Inspections
 - 1 trip
- Concrete Seat Walls Reinforcing Steel Inspections
 - 4 trips

Concrete Testing

- Perform cast-in-place concrete field-testing including casting of cylinders for testing of compressive strength and testing of slump, air content, and temperature
- Provide an on-site curing box for concrete specimens and perform site visits to pick-up concrete specimens for laboratory compressive strength testing (unless already on-site)
- Perform laboratory compressive strength tests on cured concrete cylinders.
- GTS, Inc. plans to sample 5 concrete cylinders per set for compressive strength testing.

Estimated Trips

Concrete Placements

- Park Structure Footings- 6 trips for sampling of fresh concrete with 1 set of concrete cylinders per trip
- Concrete Seat Walls & Footings – 10 trips for sampling of fresh concrete with 1 set of concrete cylinders per trip
- Concrete Staircase & Footings – 2 trips for sampling of fresh concrete with 1 set of concrete cylinders
- Concrete Sidewalks – 10 trips for sampling of fresh concrete with 1 set of concrete cylinders per trip
- Concrete Stage trench drain, stem wall & footing, column footings – 5 trips for sampling of fresh concrete with 1 set of cylinders per trip
- Concrete Stage slab on grade – 1 trip for sampling of fresh concrete with 2 sets of concrete cylinders

- Junction Box/Inlets – 1 trip for sampling of fresh concrete with 1 set of concrete cylinders
- Curb and Gutter – 5 trips for sampling of fresh concrete with 1 set of concrete cylinders per trip
- North Concrete Parking Area – 1 trip for sampling of fresh concrete with 1 set of concrete cylinders
- GTS, Inc. anticipates all of the concrete placements will require additional trips to retrieve cured concrete specimens on days GTS, Inc. is not scheduled to be on-site – 32 trips

Structural Steel Framing Observations

- Inspection of structural steel framing elements by a Certified Welding Inspector including bolted and welded connections – 2 trips

Asphalt Testing

- Obtain core samples of the in-place bituminous concrete pavement and verify proper thickness and density of the pavement materials
- Grout back core hole locations with non-shrink grout and black dye
- Perform laboratory tests and provide report for specific gravity on asphalt core samples

Estimated Trips

- 1 trip to sample 4 asphalt cores

COST ESTIMATE- DAVE PEEL EVENT PARK:

Based on the assumptions outlined in this proposal, GTS, Inc. estimates that “on-call” CMT and Special Inspection Services for this portion of the project will be **approximately \$46,030**.

❖ **DAVE PEEL PLAZA (THE COMMONS PLAY PARK)**

Earthwork Testing

- Proofroll and subgrade evaluations and recommendations for undercutting and/or stabilization if required performed by engineering staff during site grading.
- Perform field density tests on fill materials beneath new planned structures and pavements.
- Perform laboratory classifications of proposed fill soils to determine their suitability and moisture-density relationships (proctor and CBR)

Estimated Trips

- 2 trips for engineering proofroll/subgrade evaluations in pavement areas
 - 2 trips for subgrade & base for the South Concrete Parking area

- 38 trips for density testing by a technician as follows:
 - 2 trips for subgrade & base testing for the new Restroom Building
 - 2 trips for subgrade & base testing for the South Concrete Parking area
 - 8 trips for subgrade & base testing on miscellaneous Park Structure Foundations including: Bike Racks, Park Benches, Park Signage, Boulders, Wood Deck, Slope Slide, and Staircases
 - 8 trips for General Playground Berm Earthwork
 - 8 trips for subgrade & base testing for all Pedestrian Walkways including Concrete Sidewalks, and Brick Pavers
 - 2 trips for Stone Retaining Wall footings
 - 1 trip for Concrete Dumpster Pad
 - 5 trips for storm drain base backfill testing
 - 2 trips for utility backfill for new waterlines and sewer line
- 3 Proctors with Classification to determine the suitability of proposed fill materials.

Foundations, Walls, Columns, and Slab Inspections

- GTS will provide engineering to verify bearing of foundation bearing soils at the foundations prior to concrete placement.
- Provide staff to review installed reinforcing steel for bar size, location, placement, spacing per project plans.

Estimated Trips

- Restroom Building Shallow Foundations Bearing Capacity Observations to include: Slab, Spread Footings, and Column Footings
 - 2 trips
- Park Structure Shallow Foundations Bearing Capacity Observations including: Park Benches, Bike Racks, Wood Deck, Slope Slide, Boulders, Steps, Stone Retaining Wall
 - 9 trips
- Park Structure Shallow Foundations Reinforcing Steel Inspections
 - 9 trips
- Restroom Building Slab on Grade Reinforcing Steel Inspections
 - 1 trip
- Wood Deck Perimeter Wall Reinforcing Steel Inspections
 - 2 trips

Concrete Testing

- Perform cast-in-place concrete field-testing including casting of cylinders for testing of compressive strength and testing of slump, air content, and temperature
- Provide an on-site curing box for concrete specimens and perform site visits to pick-up concrete specimens for laboratory compressive strength testing (unless already on-site)
- Perform laboratory compressive strength tests on cured concrete cylinders.
- GTS, Inc. plans to sample 5 concrete cylinders per set for compressive strength testing.

Estimated Trips

Concrete Placements

- Restroom Building Spread Footings & Column Footings – 2 trips for sampling of fresh concrete with 1 set of concrete cylinders per trip
- Park Structure Footings- 10 trips for sampling of fresh concrete with 1 set of concrete cylinders per trip
- Concrete Perimeter Wall for Deck – 3 trips for sampling of fresh concrete with 1 set of concrete cylinders per trip
- Concrete Staircases & Footings – 2 trips for sampling of fresh concrete with 1 set of concrete cylinders
- Concrete Sidewalks – 7 trips for sampling of fresh concrete with 1 set of concrete cylinders per trip
- Restroom Building slab on grade – 1 trip for sampling of fresh concrete with 2 sets of concrete cylinders
- Junction Box/Inlets – 2 trips for sampling of fresh concrete with 1 set of concrete cylinders per trip
- Curb and Gutter – 8 trips for sampling of fresh concrete with 1 set of concrete cylinders per trip
- South Concrete Parking Area – 2 trips for sampling of fresh concrete with 1 set of concrete cylinders per trip
- GTS, Inc. anticipates approximately 75% of the concrete placements will require additional trips to retrieve cured concrete specimens on days GTS, Inc. is not scheduled to be on-site – 27 trips

Masonry Wall Construction Testing

- Perform cast-in-place grout testing including casting of four (4) grout prisms per set for testing of compressive strength and testing of the slump and temperature
- Perform laboratory compressive strength tests on cured grout specimens
- Perform site visits to retrieve cured grout specimens on days GTS, Inc. is not already onsite (will only be billed on days GTS, Inc. is not scheduled to be onsite)

Estimated Trips

- CMU Walls Grout Testing – 2 trips for sampling freshly mixed grout for CMU Walls broken down as follows:
 - 1 trip exterior CMU walls
 - 1 trip for interior CMU walls
- CMU Walls Engineering Observations – 2 trips
- We estimate all of the grout placements will require additional trips to retrieve cured grout specimens on days GTS, Inc. is not already onsite – 2 trips

Structural Steel and Cold Formed Steel Framing Observations

- Inspection of structural steel and cold formed steel elements by a Certified Welding Inspector including bolted and welded connections – 2 trips

Asphalt Testing

- Obtain core samples of the in-place bituminous concrete pavement and verify proper thickness and density of the pavement materials
- Grout back core hole locations with non-shrink grout and black dye
- Perform laboratory tests and provide report for specific gravity on asphalt core samples

Estimated Trips

- 2 trips to sample 4 asphalt cores

❖ COST ESTIMATE- DAVE PEEL PLAZA (THE COMMONS PLAY PARK):

Based on the assumptions outlined in this proposal, GTS, Inc. estimates that “on-call” CMT and Special Inspection Services for this portion of the project will be **approximately \$44,655**.

❖ COST ESTIMATE - TOTAL

The total cost of the two projects is as follows:

Dave Peel Event Park: **\$46,030**

Dave Peel Plaza (The Commons Play Park): **\$44,665**

Total: **\$90,695**

Our fees will be invoiced based on GTS’s standard unit rates. Our fees are directly related to the number of trips made for each service.

*Services requested for this project included in the scope outlined above and any scope not included, will be billed based on GTS Inc.'s current standard unit rate sheets at the time of testing/observations are performed.

CLOSING

We appreciate the opportunity to provide this estimate to you. Please contact us if you have any questions regarding the information provided in this proposal.

Sincerely,



Michelle Parker
Project Engineer



Zack McDonald
CMT Project Manager

GENERAL CONDITIONS FOR CONSTRUCTION MATERIALS TESTING AND SPECIAL INSPECTION SERVICES

1. DEFINITIONS

1.1. Contract Documents. Plans, specifications, and agreements between Client and Contractors, including addenda, amendments, supplementary instructions, and change orders.

1.2. Contractor. The contractor or contractors retained to construct the Project for which Engineer is providing Services under this Agreement.

1.3. Day(s). Calendar day(s) unless otherwise stated.

1.4. Hazardous Materials. The term Hazardous Materials means any toxic substances, chemicals, radioactivity, pollutants or other materials, in whatever form or state, known or suspected to impair the environment in any way whatsoever. Hazardous Materials include, but are not limited to, those substances defined, designated or listed in any federal, state or local law, regulation or ordinance concerning hazardous wastes, toxic substances or pollution.

1.5. Services. The Services provided by Engineer as set forth in this Agreement, the SCOPE OF SERVICES and any written amendment to this Agreement.

1.6. Work. The labor, materials, equipment and services required to complete the work described in the Contract Documents.

2. SCOPE OF SERVICES

Engineer will perform the Services set forth in the attached SCOPE OF SERVICES.

2.1. Changes in Scope. If Engineer provides Client with a writing confirming a change in the SCOPE OF SERVICES, it will become an amendment to this Agreement unless Client objects in writing within 5 business days after receipt. All Services performed by Engineer on the Project are subject to the terms and limitations of this Agreement. If Services are performed, but the parties do not reach agreement concerning modifications to the SCOPE OF SERVICES or compensation, then the terms and limitations of this Agreement apply to such Services, except for the payment terms. The parties agree to resolve disputes concerning modifications to scope or compensation pursuant to Section 19, "Disputes."

2.2. Licenses. Engineer will procure and maintain business and professional licenses and registrations necessary to provide its Services.

2.3. Excluded Services. Engineer's Services under this Agreement include only those Services specified in the SCOPE OF SERVICES.

2.3.1. General. Client expressly waives any claim against Engineer resulting from its failure to perform

recommended additional Services that Client has not authorized Engineer to perform, and any claim that Engineer failed to perform services that Client instructs Engineer not to perform.

2.3.2. Biological Pollutants. Engineer's SCOPE OF SERVICES specifically excludes the investigation, detection, prevention or assessment of the presence of Biological Pollutants. The term "Biological Pollutants" includes, but is not limited to, molds, fungi, spores, bacteria, viruses, and/or any of their byproducts. Engineer's SCOPE OF SERVICES will not include any interpretations, recommendations, findings, or conclusions pertaining to Biological Pollutants. Client agrees that Engineer has no liability for any claims alleging a failure to investigate, detect, prevent, assess, or make recommendations for preventing, controlling, or abating Biological Pollutants. Furthermore, Client agrees to defend, indemnify, and hold harmless Engineer from all claims by any third party concerning Biological Pollutants, except for damages caused by Engineer's sole negligence.

3. PAYMENTS TO ENGINEER

3.1. Basic Services. Engineer will perform all Services set forth in the attached SCOPE OF SERVICES for the amount(s) set forth therein.

3.2. Additional Services. Any Services performed under this Agreement, except those Services expressly identified in the attached SCOPE OF SERVICES, will be provided on a time and materials basis unless otherwise specifically agreed to in writing by both parties.

3.3. Estimate of Fees. Engineer will, to the best of its ability, perform the Services and accomplish the objectives defined in this Agreement within any written cost estimate provided by Engineer. Client recognizes that changes in scope and schedule, and unforeseen circumstances can all influence the successful completion of Services within the estimated cost. The use of an estimate of fees or of a "not to exceed" limitation is not a guarantee that the Services will be completed for that amount; rather, it indicates that Engineer shall not incur fees and expenses in excess of the estimate or limitation amount without obtaining Client's agreement to do so.

3.4. Rates. Client will pay Engineer at the rates set forth in the FEES SECTION OF THE SCOPE OF SERVICES.

3.4.1. Changes to Rates. Client and Engineer agree that the FEES SECTION OF THE SCOPE OF SERVICES is subject to periodic review and amendment, as appropriate to reflect Engineer's then-current fee structure. Engineer will give Client at least 30 days advance notice of any changes. Unless Client objects in writing to the proposed amended fee structure

within 30 days of notification, the amended fee structure will be incorporated into this Agreement and will then supersede any prior fee structure. If Client timely objects to the amended fee structure, and Engineer and Client cannot agree upon a new fee structure within 30 days after notice, Engineer may terminate this Agreement and be compensated as set forth under Section 18, "Termination."

3.4.2. Prevailing Wages. Unless Client specifically informs Engineer in writing that prevailing wage regulations cover the Project and the SCOPE OF SERVICES identifies it as covered by such regulations, Client will reimburse, defend, indemnify and hold harmless Engineer from and against any liability resulting from a subsequent determination that prevailing wage regulations cover the Project, including all costs, fines and attorneys' fees.

3.5. Payment Timing; Late Charge. All invoices are due within 30 days after receipt. All amounts unpaid 30 days after the invoice date will include a late payment charge from the date of the invoice, at the rate of 1-1/2% per month or the highest rate permitted by law.

4. STANDARD OF PERFORMANCE; DISCLAIMER OF WARRANTIES

4.1. Level of Service. Engineer offers different levels of geotechnical engineering Services to suit the desires and needs of different clients. Although the possibility of error can never be eliminated, more detailed and extensive Services yield more information and reduce the probability of error, but at increased cost. Client must determine the level of Services adequate for its purposes. Client has reviewed the SCOPE OF SERVICES and has determined that it does not need or want a greater level of Services than that being provided.

4.2. Standard of Care. Subject to the limitations inherent in the agreed SCOPE OF SERVICES as to the degree of care, the amount of time and expenses to be incurred, and subject to any other limitations contained in this Agreement, Engineer may perform its Services consistent with that level of care and skill ordinarily exercised by other professional engineers practicing in the same locale and under similar circumstances at the time the Services are performed.

4.3. No Warranty. No warranty, express or implied, is included or intended by this Agreement.

5. ESTIMATE OF CONSTRUCTION COSTS

Client acknowledges that construction and Project development are subject to many influences that are not subject to precise forecasting and are outside of Engineer's control. Client further acknowledges that actual costs incurred may vary substantially from the estimates prepared by Engineer and that Engineer does not warrant or guaranty the accuracy of construction or development cost estimates.

6. CONSTRUCTION PHASE SERVICES

If Engineer's SCOPE OF SERVICES includes observation and/or testing during the course of construction, Engineer may:

6.1. Construction Observation.

6.1.1. Site Meetings & Visits. Engineer will participate in job site meetings as requested by Client, and, unless

otherwise requested by Client, visit the site at times specified in the SCOPE OF SERVICES or, if not specified in the SCOPE OF SERVICES, at intervals as Engineer deems appropriate to the various stages of construction to observe the geotechnical conditions encountered by Contractor and the progress and quality of the geotechnical aspects of the Work. Based on information obtained during such visits and on such observations, Engineer may inform Client of the progress of the geotechnical aspects of the Work. Client understands that Engineer may not be on site continuously; and, unless expressly agreed otherwise, Engineer will not observe all of the Work.

6.1.2. Contractor's Performance. Engineer does not, and cannot, warrant or guarantee that all of the geotechnical Work performed by Contractor meets the requirements of Engineer's geotechnical recommendations or the plans and specifications for such geotechnical Work; nor can Engineer be responsible for Contractor's failure to perform the Work in accordance with the plans, specifications or the recommendations of Engineer.

6.1.3. Contractor's Responsibilities. Engineer will not supervise, direct or have control over the Work nor will Engineer have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor for the geotechnical aspects of the Project; for safety precautions and programs incident to the Work; nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor furnishing and performing its Work.

6.1.4. Final Report. At the conclusion of Construction Phase Services, Engineer will provide Client with a written report summarizing the tests and observations, if any, made by Engineer.

6.2. Review of Contractor's Submittals. If included in the SCOPE OF WORK, Engineer will review and take appropriate action on the Contractor's submittals, such as shop drawings, product data, samples, and other required submittals. Engineer will review such submittals solely for general conformance with Engineer's design, and will not include review for the following, all of which will remain the responsibility of the Contractor: accuracy or completeness of details, quantities or dimensions; construction means, methods, sequences or procedures; coordination among trades; or construction safety.

6.3. Tests. Tests performed by Engineer on finished Work or Work in progress are taken intermittently and indicate the general acceptability of the Work on a statistical basis. Engineer's tests and observations of the Work are not a guarantee of the quality of Work and do not relieve other parties from their responsibility to perform their Work in accordance with applicable plans, specifications and requirements.

7. CLIENT'S RESPONSIBILITIES

In addition to payment for the Services performed under this Agreement, Client agrees to:

7.1. Cooperation. Assist and cooperate with Engineer in any manner necessary and within its ability to facilitate Engineer's performance under this Agreement.

7.2. Representation. Designate a representative with authority to receive all notices and information pertaining to agreement, communicate Client's policies and decisions, and assist as necessary in matters pertaining to the Project and this Agreement. Client's representative will be subject to change by written notice.

7.3. Rights of Entry. Provide access to and/or obtain permission for Engineer to enter upon all property, whether or not owned by Client, as required to perform and complete the Services. Engineer will operate with reasonable care to minimize damage to the Project Site(s). However, Client recognizes that Engineer's operations and the use of investigative equipment may unavoidably alter conditions or affect the environment at the existing Project Site(s). The cost of repairing such damage will be borne by Client and is not included in the fee unless otherwise stated.

7.4. Relevant Information. Supply Engineer with all information and documents in Client's possession or knowledge which are relevant to Engineer's Services. Client warrants the accuracy of any information supplied by it to Engineer, and acknowledges that Engineer is entitled to rely upon such information without verifying its accuracy. Prior to the commencement of any Services in connection with a specific property, Client will notify Engineer of any known potential or possible health or safety hazard existing on or near the Project Site, with particular reference to Hazardous Materials or conditions.

7.5. Subsurface Structures. Correctly designate on plans to be furnished to Engineer, the location of all subsurface structures, such as pipes, tanks, cables and utilities within the property lines of the Project Site(s), and be responsible for any damage inadvertently caused by Engineer to any such structure or utility not so designated. Engineer is not liable to Client for any losses, damages or claims arising from damage to subterranean structures or utilities that were not correctly shown on plans furnished by Client to Engineer.

8. CHANGED CONDITIONS

If Engineer discovers conditions or circumstances that it had not contemplated at the commencement of this Agreement ("Changed Conditions"), Engineer will notify Client in writing of the Changed Conditions. Client and Engineer agree to that they will then renegotiate in good faith the terms and conditions of this Agreement. If Engineer and Client cannot agree upon amended terms and conditions within 30 days after notice, Engineer may terminate this Agreement and be compensated as set forth in Section 18, "Termination."

9. HAZARDOUS MATERIALS

Client understands that Engineer's Services under this Agreement are limited to geotechnical engineering and that Engineer has no responsibility to locate, identify, evaluate, treat or otherwise consider or deal with Hazardous Materials. Client is solely responsible for notifying all appropriate federal, state, municipal or other governmental agencies, including the potentially affected public, of the existence of any Hazardous Materials located on or in the Project site, or located during the performance of this Agreement. The existence or discovery of Hazardous Materials constitutes a Changed Condition under this Agreement.

10. CERTIFICATIONS

Client agrees not to require that Engineer execute any certification with regard to Services performed or Work tested and/or observed under this Agreement unless: 1) Engineer believes that it has performed sufficient Services to provide a sufficient basis to issue the certification; 2) Engineer believes that the Services performed or Work tested and/or observed meet the criteria of the certification; and 3) Engineer has reviewed and approved in writing the exact form of such certification prior to execution of this Agreement. Any certification by Engineer is limited to an expression of professional opinion based upon the Services performed by Engineer, and does not constitute a warranty or guaranty, either expressed or implied.

11. ALLOCATION OF RISK

11.1. Limitation of Liability. The total cumulative liability of Engineer, its subconsultants and subcontractors, and all of their respective shareholders, directors, officers, employees and agents (collectively "Engineer Entities"), to Client arising from Services under this Agreement, including attorney's fees due under this Agreement, will not exceed the gross compensation received by Engineer under this Agreement or \$50,000 whichever is greater; provided, however, that such liability is further limited as described below. This limitation applies to all lawsuits, claims or actions that allege errors or omissions in Engineer's Services, whether alleged to arise in tort, contract, warranty, or other legal theory. Upon Client's written request, Engineer and Client may agree to increase the limitation to a greater amount in exchange for a negotiated increase in Engineer's fee, provided that they amend this Agreement in writing as provided in Section 20.

11.2. Indemnification.

11.2.1. Indemnification of Client. Subject to the provisions and limitations of this Agreement, Engineer agrees to indemnify and hold harmless Client, its shareholders, officers, directors, employees, and agents from and against any and all claims, suits, liabilities, damages, expenses (including without limitation reasonable attorney's fees and costs of defense), or other losses (collectively "Losses") to the extent caused by Engineer's negligent performance of its Services under this Agreement.

11.2.2. Indemnification of Engineer. Except as governed by Arkansas law regarding the immunity of municipalities, Client will indemnify and hold harmless Engineer Entities from and against any and all Losses to the extent caused by the negligence of Client, its employees, agents and contractors. In addition, except to the extent caused by Engineer's sole negligence, Client expressly agrees to defend, indemnify and hold harmless Engineer Entities from and against any and all Losses arising from or related to the existence, disposal, release, discharge, treatment or transportation of Hazardous Materials, or the exposure of any person to Hazardous Materials, or the degradation of the environment due to the presence, discharge, disposal, release of or exposure to Hazardous Material.

11.3. Consequential Damages. Neither Client nor Engineer will be liable to the other for any special, consequential, incidental or penal losses or damages including but not limited to losses, damages or claims related to the unavailability of

property or facilities, shutdowns or service interruptions, loss of use, profits, revenue, or inventory, or for use charges, cost of capital, or claims of the other party and/or its customers.

11.4. Continuing Agreement. The indemnity obligations and the limitations of liability established under this Agreement will survive the expiration or termination of this Agreement. If Engineer provides Services to Client that the parties do not confirm through execution of an amendment to this Agreement, the obligations of the parties to indemnify each other and the limitations on liability established under this Agreement apply to such Services as if the parties had executed an amendment.

12. INSURANCE

12.1. Engineer's Insurance. Engineer will obtain, if reasonably available, the following coverages:

12.1.1. Statutory Workers' Compensation/Employer's Liability Insurance;

12.1.2. Commercial General Liability Insurance with a combined single limit of \$1,000,000;

12.1.3. Automobile Liability Insurance, including liability for all owned, hired and non-owned vehicles with minimum limits of \$1,000,000 for bodily injury per person, \$1,000,000 property damage, and \$1,000,000 combined single limit per occurrence; and,

12.1.4. Professional Liability Insurance in amounts of \$1,000,000 per claim and annual aggregate.

12.2. Contractor's Insurance. Client shall require that all Contractors and subcontractors for the Project name Engineer as an additional insured under their General Liability and Automobile Liability insurance policies. If Client is not the Project owner, Client will require the Project owner to require the owner's Contractor to purchase and maintain General Liability, Builder's Risk, Automobile Liability, Workers' Compensation, and Employer's Liability insurance with limits no less than as set forth above, and to name Engineer and its subcontractors and subconsultants as additional insureds on the General Liability insurance.

12.3. Certificates of Insurance. Upon request, Engineer and Client will each provide the other with certificate(s) of insurance evidencing the existence of the policies required herein. Except for Professional Liability and Workers' Compensation Insurance, all policies required herein shall contain a waiver of subrogation.

13. OWNERSHIP AND USE OF DOCUMENTS

13.1. Client Documents. All documents provided by Client will remain the property of Client. Engineer will return all such documents to Client upon request, but may retain file copies of such documents.

13.2. Engineer's Documents. Unless otherwise agreed in writing, all documents and information prepared by Engineer or obtained by Engineer from any third party in connection with the performance of Services, including, but not limited to, Engineer's reports, boring logs, maps, field data, field notes, drawings and specifications, laboratory test data and other similar documents (collectively "Documents") are the

property of Engineer. Engineer has the right, in its sole discretion, to dispose of or retain the Documents.

13.3. Use of Documents. All Documents prepared by Engineer are solely for use by Client and will not be provided by either party to any other person or entity without Engineer's prior written consent.

13.3.1. Use by Client. Client has the right to reuse the Documents for purposes reasonably connected with the Project for which the Services are provided, including without limitation design and licensing requirements of the Project.

13.3.2. Use by Engineer. Engineer retains the right of ownership with respect to any patentable concepts or copyrightable materials arising from its Services and the right to use the Documents for any purpose.

13.4. Electronic Media. Consultant may agree at Client's request to provide Documents and information in an electronic format. Client recognizes that Documents or other information recorded on or transmitted as electronic media are subject to undetectable alteration due to (among other causes) transmission, conversion, media degradation, software error, or human alteration. Accordingly, all Documents and information provided by Consultant in electronic media are for informational purposes only and not as final documentation. Unless otherwise defined in the Scope of Services, Consultant's electronic Documents and media will conform to Consultant's standards. Consultant will provide any requested electronic Documents for a 30-day acceptance period, and Consultant will correct any defects reported by Client to Consultant during this period. Consultant makes no warranties, either express or implied, regarding the fitness or suitability of any electronic Documents or media.

13.5. Unauthorized Reuse. No party other than Client may rely, and Client will not represent to any other party that it may rely on Documents without Consultant's express prior written consent and receipt of additional compensation. Client will not permit disclosure, mention, or communication of, or reference to the Documents in any offering circular, securities offering, loan application, real estate sales documentation, or similar promotional material without Consultant's express prior written consent. Client waives any and all claims against Consultant resulting in any way from the unauthorized reuse or alteration of Documents by itself or anyone obtaining them through Client. Client will defend, indemnify and hold harmless Consultant from and against any claim, action or proceeding brought by any party claiming to rely upon information or opinions contained Documents provided to such person or entity, published, disclosed or referred to without Consultant's prior written consent.

14. SAMPLES AND CUTTINGS

14.1. Sample Retention. If Engineer provides laboratory testing or analytic Services, Engineer will preserve such soil, rock, water, or other samples as it deems necessary for the Project, but no longer than 45 days after issuance of any Documents that include the data obtained from these samples. Client will promptly pay and be responsible for the removal and lawful disposal of all contaminated samples, cuttings, Hazardous Materials, and other hazardous substances.

14.2. Monitoring Wells. Client will take custody of all monitoring wells and probes installed during any investigation by Engineer, and will take any and all necessary steps for the proper maintenance, repair or closure of such wells or probes at Client's expense.

15. RELATIONSHIP OF THE PARTIES

Engineer will perform Services under this Agreement as an independent contractor.

16. ASSIGNMENT AND SUBCONTRACTS

Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party, except for an assignment of proceeds for financing purposes. Engineer may subcontract for the services of others without obtaining Client's consent if Engineer deems it necessary or desirable for others to perform certain Services.

17. SUSPENSION AND DELAYS

17.1. Procedures. Client may, at any time by 10 days written notice suspend performance of all or any part of the Services by Engineer. Engineer may terminate this Agreement if Client suspends Engineer's Services for more than 60 days and Client will pay Engineer as set forth under Section 18, "Termination." If Client suspends Engineer's Services, or if Client or others delay Engineer's Services, Client and Engineer agree to equitably adjust: (1) the time for completion of the Services; and (2) Engineer's compensation in accordance with Engineer's then current SCHEDULE OF CHARGES for the additional labor, equipment, and other charges associated with maintaining its workforce for Client's benefit during the delay or suspension, or charges incurred by Engineer for demobilization and subsequent remobilization.

17.2. Liability. Engineer is not liable to Client for any failure to perform or delay in performance due to circumstances beyond Engineer's control, including but not limited to pollution, contamination, or release of hazardous substances, strikes, lockouts, riots, wars, fires, flood, explosion, "acts of God," adverse weather conditions, acts of government, labor disputes, delays in transportation or inability to obtain material and equipment in the open market.

18. TERMINATION

18.1. Termination for Convenience. Engineer and Client may terminate this Agreement for convenience upon 30 days written notice delivered or mailed to the other party.

18.2. Termination for Cause. In the event of material breach of this Agreement, the party not breaching the Agreement may terminate it upon 10 days written notice delivered or mailed to the other party. The termination notice shall state the basis for the termination. The Agreement may not be terminated for cause if the breaching party cures the breach within the 10-day period.

18.3. Payment on Termination. Following termination other than for Engineer's material breach of this Agreement, Client will pay Engineer for Services performed prior to the termination notice date, and for any necessary Services and expenses incurred in connection with the termination of the Project, including but not limited to, the costs of completing

analysis, records and reports necessary to document job status at the time of termination and costs associated with termination of subcontractor contracts in accordance with Engineer's then current FEES SECTION OF THE SCOPE OF SERVICES.

19. DISPUTES

19.1. Mediation. All disputes between Engineer and Client are subject to mediation. Either party may demand mediation by serving a written notice stating the essential nature of the dispute, amount of time or money claimed, and requiring that the matter be mediated within 45 days of service of notice.

19.2. Precondition to Other Action. No action or suit may be commenced unless the mediation did not occur within 45 days after service of notice; or the mediation occurred but did not resolve the dispute; or a statute of limitation would elapse if suit was not filed prior to 45 days after service of notice.

19.3. Choice of Law; Venue. This Agreement will be construed in accordance with and governed by the laws of the state in which the Project is located. Unless the parties agree otherwise, any mediation or other legal proceeding will occur in the state in which the Project is located.

19.4. Statutes of Limitations. Any applicable statute of limitations will be deemed to commence running on the earlier of the date of substantial completion of Engineer's Services under this Agreement or the date on which claimant knew, or should have known, of facts giving rise to its claims.

20. MISCELLANEOUS

20.1. Integration and Severability. This Agreement reflects the entire agreement of the parties with respect to its terms and supersedes all prior agreements, whether written or oral. If any portion of this Agreement is void or voidable, such portion will be deemed stricken and the Agreement reformed to as closely approximate the stricken portions as the law allows.

20.2. Modification of this Agreement. This Agreement may not be modified or altered, except by a written agreement signed by authorized representatives of both parties and referring specifically to this Agreement.

20.3. Notices. Any and all notices, requests, instructions, or other communications given by either party to the other must be in writing and either hand delivered to the recipient or delivered by first-class mail (postage prepaid) or express mail (billed to sender) at the addresses given in this Agreement.

20.4. Headings. The headings used in this Agreement are for convenience only and are not a part of this Agreement.

20.5. Waiver. The waiver of any term, conditions or breach of this Agreement will not operate as a subsequent waiver of the same term, condition, or breach.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH GTS, INC., IN THE AMOUNT OF NINETY THOUSAND SIX HUNDRED NINETY-FIVE DOLLARS (\$90,695.00), FOR CONSTRUCTION MATERIALS TESTING AT DAVE PEEL PARK AND PLAZA; AND FOR OTHER PURPOSES.

WHEREAS, an agreement is needed with GTS, Inc. for construction materials testing at Dave Peel Park and Plaza;

WHEREAS, GTS, Inc. was selected following the City's standard solicitation and selection process for the procurement of professional services in accordance with state law; and

WHEREAS, this purchase is funded with a previous budget adjustment.

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 GTS, Inc., for construction materials testing at Dave Peel Park and Plaza, in the amount of ninety thousand six hundred ninety-five dollars (\$90,695.00);

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

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

PASSED this _____ day of _____, 2025.

APPROVED:

Stephanie Orman, MAYOR

ATTEST:

Malorie Marrs, CITY CLERK



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	5/27/2025	Submitted By:	Bonnie Bridges
Phone:	254-2036	For Department(s):	Legal
Email:	bbridges@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 Approving the Amended Consent Judgment and Decree
Action Recommendation & Justification:	A Resolution approving the Amended Consent Judgment and Decree between the City of Bentonville and BV Developer, LLC, which was assigned the rights of Cooper Realty Investments, LLC. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	May 9, 2024, the Circuit Court approved the assignment of rights from Cooper Realty Investments, LLC to BV Developer, LLC. BV Developer, LLC wishes to make changes to the Consent Judgment and Decree. The Parks and Recreation and Legal Departments agree with these changes for the betterment of the project.
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)

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
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):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

www.bentonvillear.com

Please Recycle!

IN THE CIRCUIT COURT OF BENTON COUNTY, ARKANSAS

CITY OF BENTONVILE, ARKANSAS

PLAINTIFF

v. CASE NO.: 04CV-19-1031

**COOPER REALTY INVESTMENTS, INC., an
Arkansas corporation**

DEFENDANT

ASSIGNMENT OF CONSENT JUDGMENT AND DECREE

On this 9th day of May, 2024, Cooper Realty Investments, Inc., an Arkansas corporation ("Assignor") does hereby assign to BV Developer, LLC, a Delaware limited liability company ("Assignee") all of Assignor's right, title, and interest in and to the Consent Judgment and Decree entered on December 29, 2022 in the Circuit Court of Benton County, Arkansas, in the above styled Case No. 04CV-19-1031.

This Assignment of Consent Judgment and Decree is duly acknowledged for filing and notation as provided in Ark. Code Ann. § 16-65-120.

SIGNATURE PAGES FOLLOW

ASSIGNOR:

COOPER REALTY INVESTMENTS, INC., AN ARKANSAS CORPORATION

By 
M. Kent Burger, President

STATE OF ARKANSAS)

)SS ACKNOWLEDGMENT

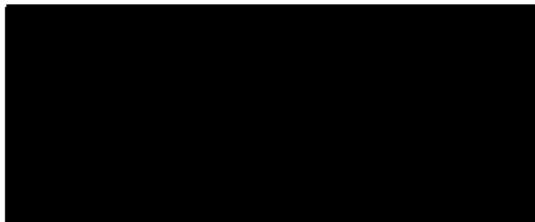
COUNTY OF Benton)

On this day before me, a Notary Public, duly commissioned, qualified and acting, within and for the aforesaid County and State, appeared in person the within named M. Kent Burger, to me personally known, who stated that he is the President of COOPER REALTY INVESTMENTS, INC., an Arkansas corporation, and is duly authorized in his/her capacity to execute the foregoing instruments for and in the name and behalf of said entity, and further stated and acknowledged that she/he had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal on this 8th day of May, 2024.

Notary Public

My Commission Expires: 1-14-2031



CHRISTINE E. VOGT
BENTON COUNTY
NOTARY PUBLIC - ARKANSAS
My Commission Expires January 14, 2031
Commission No. 12380182

ASSIGNEE:

BV DEVELOPER, LLC, A DELAWARE LIMITED LIABILITY COMPANY

[REDACTED]

By: Madeline Taylor, General Counsel

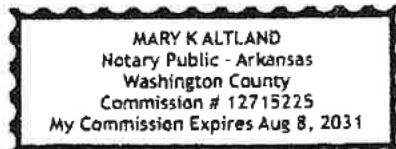
STATE OF ARKANSAS)

)SS ACKNOWLEDGMENT

COUNTY OF Benton)

On this day before me, a Notary Public, duly commissioned, qualified and acting, within and for the aforesaid County and State, appeared in person the within named Madeline Taylor, to me personally known, who stated that she is the General Counsel of BV Developer, LLC, a Delaware limited liability company, and is duly authorized in her capacity to execute the foregoing instruments for and in the name and behalf of said entity, and further stated and acknowledged that she had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal on this 9th day of May, 2024.



Notary Public

[REDACTED]

My Commission Expires: August 8, 2031

RESOLUTION NO. _____

**A RESOLUTION APPROVING THE MODIFIED CONSENT
DECREE IN CASE NUMBER 04CV-19-1031; AND FOR
OTHER PURPOSES.**

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

Section 1: The Mayor is authorized to execute the Modified Consent Decree pursuant to the terms contained within the attached Modified Consent Decree and exhibits;

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

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

PASSED this _____ day of _____, 2025.

APPROVED:

STEPHANIE ORMAN, Mayor

ATTEST:

MALORIE MARRS, City Clerk

IN THE CIRCUIT COURT OF BENTON COUNTY, ARKANSAS
CIVIL DIVISION

CITY OF BENTONVILLE, ARKANSAS	)	
	)	
PLAINTIFF,	)	CASE NUMBER:
	)	04CV-19-1031
	)	
VS.	)	
	)	
BV DEVELOPER, LLC, as assignee of	)	
COOPER REALTY INVESTMENTS, INC.	)	
	)	
	)	
DEFENDANT.	)	

MODIFIED CONSENT DECREE

WHEREAS, many years ago predecessors and/or affiliates of Cooper Realty Investments Inc., an Arkansas corporation, (“Cooper”) acquired certain real property in Benton County, Arkansas and developed such property into residential lots, commercial properties and unimproved real properties; and

WHEREAS, Cooper, or its predecessors, as part of such development, caused to be constructed a dam on Little Sugar Creek (the “Dam”) which created Lake Bella Vista (the “Lake”) in Benton County, Arkansas around which Cooper developed residential lots sold to the public in the operation of Cooper’s normal and customary business, utilizing the Lake and surrounding property as an amenity available to purchasers of such lots; and

WHEREAS, for many years Cooper maintained such property in good condition and repair, consistently maintaining the Dam and the Lake, effecting repairs when needed and;

WHEREAS, Cooper decided to make certain real properties located in Benton County and contiguous to, containing and surrounding the Lake available to the public for general recreational use; and

WHEREAS, to effect such purpose, on February 10, 2000, Cooper conveyed, without compensation and as a gift, eighty-nine (89) acres in Benton County (the “Park Property”) to Bentonville/Bella Vista Trail Blazers Association, Inc., an Arkansas nonprofit corporation, (“Trailblazers”) for public use; and

WHEREAS, after accepting such conveyance, Trailblazers subsequently concluded that Trailblazers lacked sufficient resources on an ongoing basis to maintain the Park Property, including the Dam; and

WHEREAS, on November 1, 2006, Trailblazers conveyed the Park Property, including the Lake and the Dam, to the City of Bentonville, Arkansas (the “City”) via Special Warranty Deed; and

WHEREAS, as part of such conveyance, Terry Coberly, Mayor of Bentonville, and representatives of Trailblazers executed a Conveyance Agreement effective July 1, 2005 (the “Conveyance Agreement”); and

WHEREAS, relevant portions of the Conveyance Agreement required the City, among other things, to maintain and keep the Dam in good condition and repair; and

WHEREAS, following such conveyance, the City continually and consistently maintained the Dam, the Lake and the other Park Property as a park, making all such available for its citizens’ use; and

WHEREAS, throughout 2008–2011 and in subsequent years a series of heavy rain events resulted in flooding causing material damage to the Dam; and

WHEREAS, the City filed a complaint for declaratory judgment on May 2, 2019 against Cooper and Trailblazers seeking a declaration that various documents relating to the Park Property, including the Dam and the Lake, “do not limit it from not rebuilding the damaged dam and in fact do not limit it from completely removing the damaged dam, allowing Little Sugar Creek to run as a natural stream”; and

WHEREAS, on June 24, 2020, Trailblazers assigned all of its rights, titles and interest in the Conveyance Agreement and the Special Warranty Deed to Cooper, thereby making the City and Cooper the only parties to this action; and

WHEREAS, on October 6, 2022, the City and Cooper commenced mediation with mediator Russell Atchley which resulted in the City and Cooper entering into a settlement agreement on October 27, 2022 (the “Settlement Agreement”) which Settlement Agreement, among other things, required the City and Cooper to enter into a Consent Decree in this cause; and

WHEREAS, the Settlement Agreement and the form of the Consent Decree were ratified and approved by the City Council of the City of Bentonville (the “Council”) in an open meeting of the Council on December 13, 2022 pursuant to the Resolution of the City Council which was attached as Exhibit “A” to the Consent Decree entered on December 29, 2022; and

WHEREAS, the City and Cooper consented to entry of the Consent Decree without any further trial of any issue and without further adjudication or determination of any rights or liabilities of the City and Cooper one to the other; and

WHEREAS, the Consent Decree was entered by this Court and filed for record on December 29, 2022;¹ and

¹ A copy of the Consent Decree is attached hereto as Exhibit “C”.

WHEREAS, Cooper assigned all of its rights, titles and interest in the Consent Decree to BV Developer, LLC (“BV Developer”) on May 8, 2024; and

WHEREAS, the Assignment of Consent Judgment and Decree between Cooper, as assignor, and BV Developer, as assignee, was filed for record in this action on May 10, 2024 and is incorporated herein by reference; and

WHEREAS, the City and BV Developer (Collectively, the “Parties”) seek to modify the Consent Decree; and

WHEREAS, the form of this Modified Consent Decree was ratified and approved by the City Council of the City of Bentonville in an open meeting of the Council on _____, 2025 pursuant to the Resolution of the City Council which is attached as Exhibit “A” to this Modified Consent Decree; and

WHEREAS, this Modified Consent Decree embodies the Parties’ written agreement to modify the Consent Decree entered on December 29, 2022 as required by paragraph 38 of said Decree; and

WHEREAS, the Parties submit this written agreement and Modified Consent Decree seeking approval of the modifications contained herein as required by paragraph 38 of the Consent Decree entered on December 29, 2022; and

WHEREAS, the Parties agree, and the Court by entering this Modified Consent Decree finds, that this Modified Consent Decree is fair, reasonable, and in the public interest and that entry of this Modified Consent Decree without further litigation is the most appropriate means of resolving this matter; and

NOW, THEREFORE, without the Parties making any admission of fact or law or conceding any jurisdictional or other claims or defenses, and without findings regarding the merits

of allegations presented in the pleadings; it is hereby ORDERED, ADJUDGED, AND DECREED by this Court as follows:

I. JURISDICTION

1. This Court has jurisdiction over this action, the subject matter herein, and the Parties hereto.

II. APPLICABILITY

2. Upon entry, the provisions of this Modified Consent Decree shall apply to and be binding and enforceable upon the Parties, their successors and assigns, including, specifically and without limitation, being binding and enforceable upon the City as the members of the City's Council and employees, including elected employees and/or representatives, may change over subsequent years.

III. DEFINITIONS

3. "BV Developer" means BV Developer, LLC, a Delaware limited liability company, or any successor entity possessing the rights and remedies of BV Developer, LLC.

4. "City" means the City of Bentonville, Arkansas, located in Benton County, Arkansas.

5. "Revised Conceptual Drawings" means those drawings attached to this Modified Consent Decree as Exhibit "B" showing the restoration of the naturally developing stream bed, route, and riparian zones and also describing other amenities. The Revised Conceptual Drawings are intended to encompass development of the entirety of the 89 acre parcel of land gifted to the City by Trailblazers on November 1, 2006, and previously by Cooper to Trailblazers.

6. "Conveyance Agreement" means that document attached as Exhibit "C" to the Consent Decree entered on December 29, 2022.

7. “Impound” means to hold back, hold or confine water.
8. “Dam” means that manmade structure located upon the approximately 89 acre tract of land described in Exhibit “D” to the Consent Decree entered on December 29, 2022 intended to impound the combined waters of Little Sugar Creek and McKissick Creek that flow across the described property and created Lake Bella Vista.
9. “Regulatory Permits” means all permits required by any local, federal or state regulatory authority with jurisdiction over the waters of the state of Arkansas, including permits necessary for protection of down-stream property owners.
10. “Special Warranty Deed” means that Special Warranty Deed attached as Exhibit “E” to the Consent Decree entered on December 29, 2022.
11. “Park” means that area of land, water, access areas and amenities depicted in the Revised Conceptual Drawings attached as Exhibit “B” to this Modified Consent Decree which is intended to replace Lake Bella Vista.

IV. TERMS OF AGREEMENT

12. By entering into this Modified Consent Decree, the Parties agree to modify, pursuant to the foregoing definitions and exhibits and the following terms and conditions, the Consent Decree entered by this Court on December 29, 2022.
13. The Parties acknowledge that upstream development increased the frequency, duration and intensity of flooding in both Little Sugar Creek and McKissick Creek.
14. The Parties agree that the City shall, at the City’s cost and expense, remove the Dam and transform the Park as described in Exhibits “D” and “E” to the Consent Decree entered on December 29, 2022, previously governed by the Conveyance Agreement attached as Exhibit “C” to the Consent Decree entered on December 29, 2022, into an environmentally friendly,

aesthetically pleasing, and financially sustainable public park space in accordance with, and following in all material respects, the Revised Conceptual Drawings.

15. To effect such transformation, the City has appropriated and has on hand to be spent certain funds to commence the engineering, regulatory permitting, construction design processes and construction necessary to transform the Park at the City's expense and in accordance with the Conceptual Drawings into a beautiful and passive recreation space to serve the City's residents for generations to come. This transformation is specifically intended to capitalize on the public's desire to interact with water flowing through the Park by creating safe and friendly access to such water, and the Parties further intend that the City will develop the Park into a public space that can reopen within hours of water receding after a major weather event. As the Park is to be re-developed in accordance with the Revised Conceptual Drawings, such re-developed property shall hereafter be referred to in this Modified Consent Decree as the "Sugar Creek Park."

16. The City hereby agrees to construct and, once completed, thereafter maintain Sugar Creek Park in substantial compliance with the Revised Conceptual Drawings attached to this Modified Consent Decree as Exhibit "B" and further at all times in compliance with the terms and conditions of the Consent Decree and this Modified Consent Decree.

17. The City agrees to design, construct and maintain the Park as shown on Exhibit "B" to this Modified Consent Decree.

18. Once completed, the City agrees to maintain continually, at the City's expense, the Park in good condition and repair, reasonable wear and tear excepted, for use by the public in passive recreational purposes along with supportive activities.

19. The City agrees to name the Park, once construction is complete, as “Sugar Creek Park” and agrees to relocate and maintain the various memorial benches currently located around Bella Vista Lake.

20. The Parties agree that, in the future, the City is free to add any amenities to the Park the City deems appropriate; the City agrees, however, not to make any substantial changes to the Park as shown on the Revised Conceptual Drawings (Exhibit “B” to this Modified Consent Decree) for a period of 20 years from the date of substantial completion of the Park. In connection therewith, the City agrees to notify BV Developer in writing as to the date of such substantial completion.

21. The Parties enter into this Modified Consent Decree agreeing: (i) to be bound by its terms and conditions, which have been approved by the City’s council and which are enforceable by the Court; (ii) that the Consent Decree entered on December 29, 2022 replaced the existing Conveyance Agreement and further replaced certain terms and conditions of the Special Warranty Deed not in compliance with the terms and conditions of the Consent Decree entered on December 29, 2022 (*i.e.*, in the event of a conflict between the terms and conditions of the Consent Decree entered on December 29, 2022 and the terms and conditions of such Special Warranty Deed, the terms and conditions of the Consent Decree entered on December 29, 2022 shall govern and control); (iii) that this Modified Consent Decree modifies certain terms and conditions of the Consent Decree entered on December 29, 2022; (iv) that to the extent the original terms of the Consent Decree are unmodified by this Modified Consent Decree, those terms remain unchanged and remain in full force and effect; (v) that in the event of a conflict between the terms and conditions of this Modified Consent Decree and the terms and conditions of the Consent Decree or of the Special Warranty Deed, the terms and conditions of this Modified Consent Decree shall

govern and control; and (vi) that this Modified Consent Decree governs the Parties' relationship moving forward as to all matters contained within this Modified Consent Decree.

22. The City agrees to include Sugar Creek Park, as shown on the Revised Conceptual Drawings, in the City's network of parks, to maintain the Park in an aesthetically pleasing manner and in good condition, including presenting spaces within Sugar Creek Park with walking and biking trails, greenspace, access areas to the waterways including naturally occurring gravel bars along the course of the stream within the Park and a stream access point for small craft such as kayaks and paddle boards on the west side of the stream just north of the previous dam location with a parking area for said access point, and for easy access to all citizens, including access for those citizens needing Americans with Disabilities Act-compliant features.

23. The Parties agree that, upon the entry of this Modified Consent Decree, the City shall immediately proceed with final engineering design sufficient to seek all Regulatory Permits required to allow commence construction on the overall project by the last quarter of calendar year 2025. The City further agrees to include the construction of the Sugar Creek Park, as shown on the Conceptual Drawings, in the City's Parks and Recreation Master Plan. The City pledges, however, the City's best efforts to complete the Sugar Creek Park improvements, as shown on the Revised Conceptual Drawings, by the end of calendar year 2026 subject to Regulatory Permits.

V. DISPUTE RESOLUTION

24. The dispute resolution procedures contained in this Article V shall be utilized by the Parties to resolve all disputes arising under this Modified Consent Decree, including, but not limited to, any alleged breach of this Modified Consent Decree, and utilization of such procedure shall be required before initiation of proceedings before this Court. By approval of this Modified Consent Decree by the City's elected City Council, the City hereby waives and relinquishes forever

any claim of sovereign immunity if subsequent events lead to further mediation or litigation before this Court.

25. The dispute resolution procedure required by this Modified Consent Decree shall be invoked by one Party giving written notice to the other Party advising of a dispute pursuant to this Article within thirty (30) days of discovery of an area of dispute. The notice shall describe the nature of the dispute in reasonable detail and shall state the noticing Party's position regarding such dispute. The Party receiving such a notice shall acknowledge receipt of the notice in writing, and the Parties shall expeditiously schedule a meeting or telephone conference to discuss the dispute informally not later than fourteen (14) days following the date of the notifying Party's such notice.

26. Disputes submitted to dispute resolution under this Article V shall, in the first instance, be the subject of informal negotiations among the Parties as set forth above. Such period of initial negotiations shall extend for thirty (30) calendar days from the date of the first meeting among the disputing Parties' representatives unless they agree in writing to shorten or extend this thirty (30) day period. During the initial negotiations period, the Parties if they so agree in writing may also submit their dispute to a mutually-agreed-upon alternative dispute resolution ("ADR") forum if such ADR activities can be completed within the 30-day informal negotiations period (or such longer period as the Parties may agree to in writing).

27. If the Parties are unable to resolve the dispute through the informal process described above, the disputing Party waives its rights to further dispute the issue unless it files a petition or other filing with the Court describing the dispute and serves it on the other Party within thirty (30) days after the informal resolution period ends. The other Party shall have thirty (30)

days after receipt of the petition to file and serve a written response. The disputing Party will then have fifteen (15) days to file a reply.

28. As part of the resolution of any dispute under this Article V, in appropriate circumstances the Parties, by written agreement, or this Court by order, may extend or modify the schedule for completion of activities required under this Modified Consent Decree to account for any delay arising from dispute resolution.

29. The Parties' sole and exclusive remedy for breach of this Modified Consent Decree shall be an action for specific performance, injunction, or return of the Park Property to BV Developer or its successors-in-interest, assignees, or designees. In no event shall any Party be entitled to monetary damages for breach of this Agreement.

VI. NOTICES

30. All notifications, communications or submissions made pursuant to this Article shall be sent to the persons (or their successors in office) signing this Modified Consent Decree and the attorneys of record for each Party either by: (a) overnight mail or delivery service; (b) certified or registered mail, return receipt requested; or (c) electronic transmission, provided the receiving Party acknowledges receipt, and unless the recipient is not able to review the transmission in electronic form. All notifications, communications and transmissions: (i) sent by overnight, certified or registered mail shall be deemed submitted on the date they are postmarked; or (ii) sent by overnight delivery service shall be deemed submitted on the date they are delivered to the delivery service. All notifications, communications, and submissions made by electronic means shall be electronically signed and shall be deemed submitted on the date that sender receives written or electronic acknowledgment of receipt of such transmission.

31. Any Party may change either the notice recipient or the address for providing notices to such Party by serving the other Party with a written notice setting forth such new notice recipient or address.

VII. EFFECTIVE DATE

32. The effective date of this Modified Consent Decree shall be the date upon which this Modified Consent Decree is entered by the Court. The Parties consent to entry of this Modified Consent Decree without further notice.

VIII. RETENTION OF JURISDICTION

33. The Court shall retain jurisdiction over Plaintiffs and Defendants and the subject matter of this Modified Consent Decree after the Effective Date to enable the Parties to apply to the Court for such further orders, direction, or relief as may be necessary to implement, interpret, modify and enforce the terms and conditions of the Modified Consent Decree, and to resolve disputes under Article V (Dispute Resolution) until termination of the Modified Consent Decree.

IX. MODIFICATION

34. Except as provided in Paragraph 20, the terms of this Modified Consent Decree may be modified only by a subsequent written agreement signed by the Parties.

X. SIGNATORIES AND SERVICE

35. Each of the Parties represents and warrants to the other Party that the undersigned representative of such Party is fully authorized to enter into the terms and conditions of this Modified Consent Decree and to execute and legally bind the Party such representative represents to this Modified Consent Decree.

36. This Modified Consent Decree may be signed in counterparts, and such counterpart signature pages shall be given full force and effect.

XI. MODIFICATION

37. Upon approval and entry of this Modified Consent Decree by the Court, the terms and conditions of the Consent Decree entered on December 29, 2022 shall be deemed modified and replaced by the terms and conditions contained within this Modified Consent Decree to the extent they are modified herein. Any terms and conditions contained within the Consent Decree entered on December 29, 2022, that are unmodified by this Modified Consent Decree, remain unchanged.

IT IS SO ORDERED THIS _____ day of _____, 2025.

Hon. John R. Scott, Circuit Judge

Signature Page for Modified Consent Decree
For
Plaintiff, City of Bentonville

Stephanie Orman
Mayor of City of Bentonville
Pursuant to vote of City Council
_____, 2025

Bonnie Bridges
Attorney for City of Bentonville

Signature Page for Modified Consent Decree
For
Defendant, BV Developer, LLC, as Assignee of Cooper Realty Investments, Inc.

Name: _____
Title: _____
of BV Developer, LLC



PEDESTRIAN ACCESS
SMALL CRAFT ACCESS

EXISTING
PARKING

EXISTING
PARKING

PEDESTRIAN ACCESS
SMALL CRAFT ACCESS

PEDESTRIAN ACCESS
SMALL CRAFT ACCESS

PEDESTRIAN ACCESS
SMALL CRAFT ACCESS

PROPOSED
PARKING

PEDESTRIAN ACCESS
SMALL CRAFT ACCESS

LEGEND

LITTLE SUGAR CREEK

EXISTING TRAILS

EXISTING PARKING

POTENTIAL PATH

RECREATION AREAS

POTENTIAL CREEK ACCESS

SUGAR CREEK PARK



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	5/27/2025	Submitted By:	Travis Matlock
Phone:	479-271-5941	For Department(s):	Electric
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:	Informational Item about Electric Cost of Service Study
Action Recommendation & Justification:	Further discussion about the Electric Cost of Service Study results.
Additional Comments for Consideration (Optional):	This presentation on the results of the Electric Cost of Service study will go over the recommended modifications and give the Utility Board/City Council time for consideration.
Amount for Approval:	\$

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

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

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

www.bentonvillear.com

Please Recycle!

Electric Cost of Service Draft Rate Design

May 2025



Corporate location:
Utility Financial Solutions, LLC
185 Sun Meadow Court
Holland, MI USA 49424
(616) 393-9722
Fax (888) 566-4430

Submitted Respectfully by:
Jillian Jurczyk, Manager
Utility Financial Solutions, LLC
jjurczyk@ufsweb.com

The City of Bentonville
Rate Design
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Customer Class	Projected Revenues Under Current Rates	Projected Revenues Under Proposed Rates Year 1	Projected Revenues Under Proposed Rates Year 2	Projected Revenues Under Proposed Rates Year 3	Projected Revenue Change Year 1	Projected Revenue Change Year 2	Projected Revenue Change Year 3	Projected Percentage Change Year 1	Projected Percentage Change Year 2	Projected Percentage Change Year 3	COS
Residential	\$ 38,926,960	\$ 40,873,308	\$ 40,873,308	\$ 40,873,308	\$ 1,946,348	\$ -	\$ -	5.0%	0.0%	0.0%	0.9%
Residential Net Metering	454,632	477,364	478,309	479,255	22,732	946	946	5.0%	0.2%	0.2%	1.6%
Small Commercial	12,262,840	12,875,982	12,875,982	12,875,982	613,142	-	-	5.0%	0.0%	0.0%	0.9%
Small Commercial Net Metering	79,746	83,733	83,321	82,908	3,987	(412)	(412)	5.0%	-0.5%	-0.5%	7.0%
Private Area Lighting	120,394	126,414	126,414	126,414	6,020	-	-	5.0%	0.0%	0.0%	7.1%
Mid-Commercial	10,289,823	10,804,315	10,804,315	10,804,315	514,491	-	-	5.0%	0.0%	0.0%	0.7%
Mid-Commercial Net Metering	65,925	69,221	69,699	70,178	3,296	479	479	5.0%	0.7%	0.7%	5.3%
Large Commercial	21,542,652	22,619,784	22,643,666	22,667,547	1,077,133	23,881	23,881	5.0%	0.1%	0.1%	-6.6%
Large Commercial Primary	6,189,438	6,498,909	6,475,189	6,451,469	309,472	(23,720)	(23,720)	5.0%	-0.4%	-0.4%	-6.6%
Large Commercial Net Metering	108,934	114,380	114,695	115,010	5,447	315	315	5.0%	0.3%	0.3%	-2.5%
Electric Vehicle Charging	-	-	-	-	-	-	-	0.0%	0.0%	0.0%	0.0%
Total	\$ 90,041,343	\$ 94,543,410	\$ 94,544,898	\$ 94,546,385	\$ 4,502,067	\$ 1,488	\$ 1,488	5.0%	0.0%	0.0%	1.1%

Financial operating metrics and effects of the rate adjustment.										
COS is based off of 2026.	Fiscal Year	Projected Rate Adjustments	Utility Funded Capital	Debt Coverage Ratio	Adjusted Operating Income	Optimal Operating Income	SCR Cash Balance	O&M Cash Balance	Projected Cash Balances	Recommended Minimum Cash
	2025	5.0%	11,871,000	5.29	\$ (39,770)	\$ 5,438,910	\$ 9,539,010	\$ 6,686,925	\$ 16,225,935	\$ 21,601,042
5.0% rate adjustment is modeled for July 1, 2025.	2026	0.0%	10,780,000	10.35	7,037,395	5,447,262	5,000,000	12,765,374	17,765,374	22,340,625
	2027	0.0%	12,610,000	10.39	6,832,713	5,783,615	5,000,000	12,526,840	17,526,840	23,089,820

Drivers of the rate adjustment are increases in capital costs and expenses outside of purchased power.

Though current BED power supply costs are currently ~23% higher than pre-winter storm Uri, BED has been able to mitigate changes due to a power cost adjustment mechanism, which recovers fluctuations in power supply cost over time. This mechanism has held BED rates stable since the last rate study was completed in 2021.

Expenses outside of purchased power came in 12.2% higher than projected in prior study, resulting in a 3% upward pressure on rates.

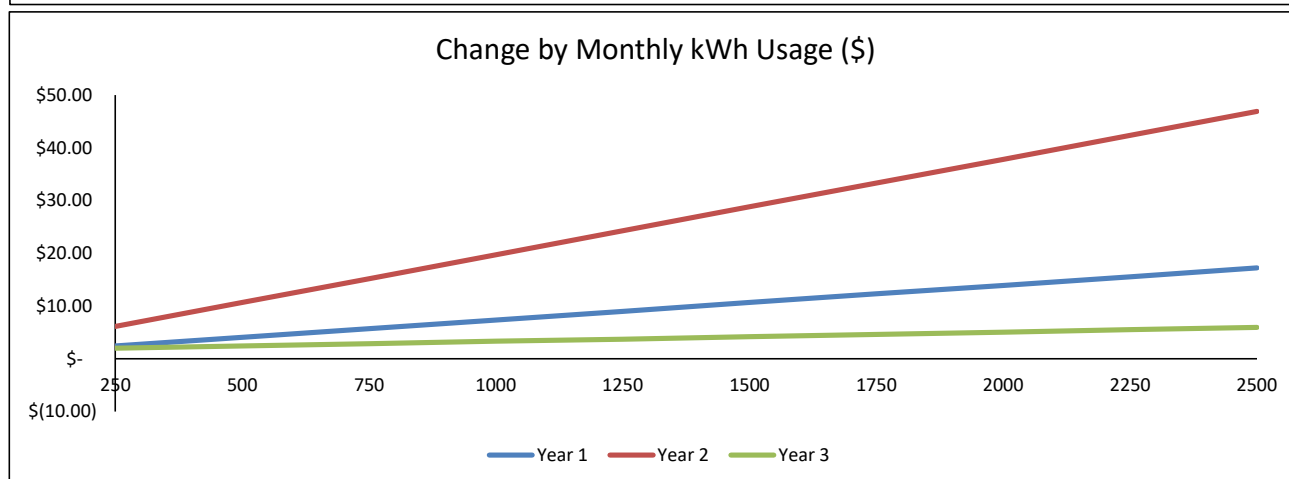
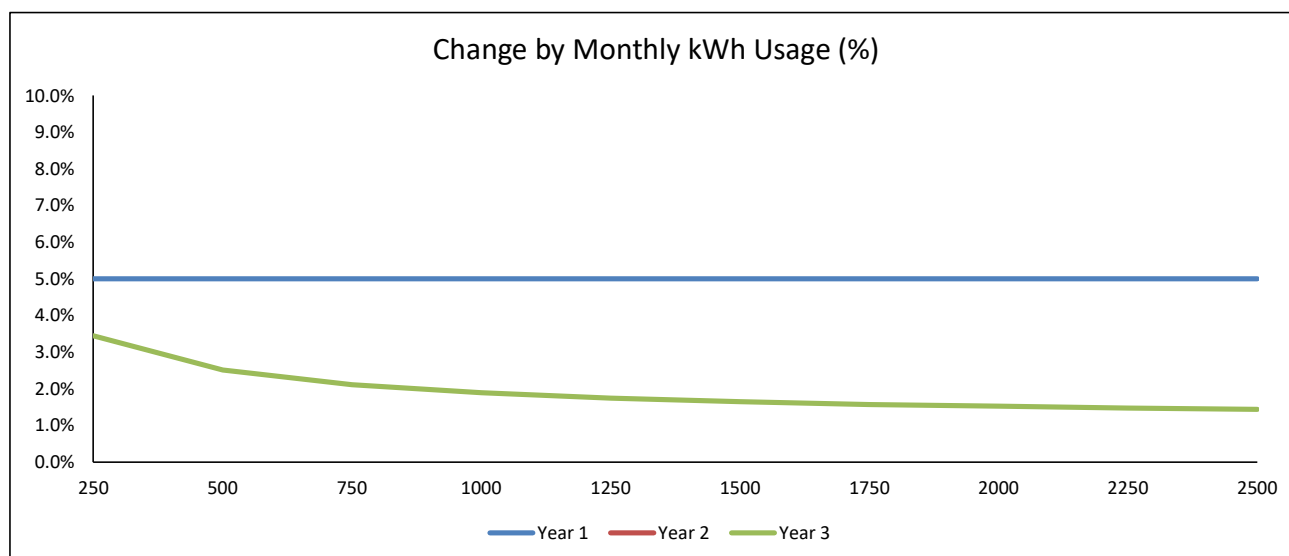
In addition, capital costs have risen substationally since 2021. According to the construction cost index, prices for goods increased approximately 19.2% from April 2021 - April 2024. BED's actual spending total for 2021 - 2025 calculated 12.0% higher than projected in the prior study. This increase in cost cumulatively affected BED cash balances, motivating the additional 2% increase in rates.

BED Breakdown of Expenses

Category	Percentage
Purchased Power (Cost of Sales and Service)	74.6%
Salaries and fringe benefits	8.9%
Maintenance	1.0%
Materials and Supplies	0.3%
Other services and charges	8.0%
Depreciation Expense	7.2%

The City of Bentonville
Rate Design
Projected Residential Rates

	1/1/2025	7/1/2025	1/1/2026	1/1/2027
Rates	Current	Year 1	Year 2	Year 3
Monthly Facilities Charge:				
All Customers	\$ 15.70	\$ 15.70	\$ 17.20	\$ 18.70
Energy Charge:				
Winter Energy	\$ 0.09135	\$ 0.09135	\$ 0.09002	\$ 0.08869
Summer Energy	\$ 0.10875	\$ 0.10875	\$ 0.10717	\$ 0.10559
Power Cost Adjustment:				
All Energy	\$ 0.01317	\$ 0.01317	\$ 0.01317	\$ 0.01317
Franchise Fee				
% of Total Bill	0.0%	5.0%	5.0%	5.0%
Utility Rate Revenue	\$ 38,926,960	\$ 38,926,960	\$ 38,926,960	\$ 38,926,960
Revenue Including Transfer	\$ 38,926,960	\$ 40,873,308	\$ 40,873,308	\$ 40,873,308
Change from Previous		5.0%	0.0%	0.0%



The City of Bentonville
Rate Design
Projected Residential Rates

		1/1/2025	7/1/2025	1/1/2026	1/1/2027
Average Monthly Bill by Energy Usage					
Monthly Energy		Current \$	Year 1 \$	Year 2 \$	Year 3 \$
	250	\$ 48.56	\$ 50.99	\$ 52.12	\$ 53.25
	500	\$ 81.42	\$ 85.49	\$ 86.18	\$ 86.87
	750	\$ 114.28	\$ 119.99	\$ 120.24	\$ 120.48
	1000	\$ 147.14	\$ 154.50	\$ 154.30	\$ 154.10
	1250	\$ 180.00	\$ 189.00	\$ 188.35	\$ 187.71
	1500	\$ 212.86	\$ 223.50	\$ 222.41	\$ 221.33
	1750	\$ 245.72	\$ 258.00	\$ 256.47	\$ 254.94
	2000	\$ 278.58	\$ 292.51	\$ 290.53	\$ 288.56
	2250	\$ 311.44	\$ 327.01	\$ 324.59	\$ 322.17
	2500	\$ 344.30	\$ 361.51	\$ 358.65	\$ 355.79

Change by Monthly kWh Usage (%)				
Monthly Energy		Year 1	Year 2	Year 3
	250	5.0%	2.2%	2.2%
	500	5.0%	0.8%	0.8%
	750	5.0%	0.2%	0.2%
	1000	5.0%	-0.1%	-0.1%
	1250	5.0%	-0.3%	-0.3%
	1500	5.0%	-0.5%	-0.5%
	1750	5.0%	-0.6%	-0.6%
	2000	5.0%	-0.7%	-0.7%
	2250	5.0%	-0.7%	-0.7%
	2500	5.0%	-0.8%	-0.8%

Change by Monthly kWh Usage (\$)				
Monthly Energy		Year 1	Year 2	Year 3
	250	\$ 2.43	\$ 1.13	\$ 1.13
	500	\$ 4.07	\$ 0.69	\$ 0.69
	750	\$ 5.71	\$ 0.24	\$ 0.24
	1000	\$ 7.36	\$ (0.20)	\$ (0.20)
	1250	\$ 9.00	\$ (0.64)	\$ (0.64)
	1500	\$ 10.64	\$ (1.09)	\$ (1.09)
	1750	\$ 12.29	\$ (1.53)	\$ (1.53)
	2000	\$ 13.93	\$ (1.97)	\$ (1.97)
	2250	\$ 15.57	\$ (2.42)	\$ (2.42)
	2500	\$ 17.21	\$ (2.86)	\$ (2.86)

The City of Bentonville

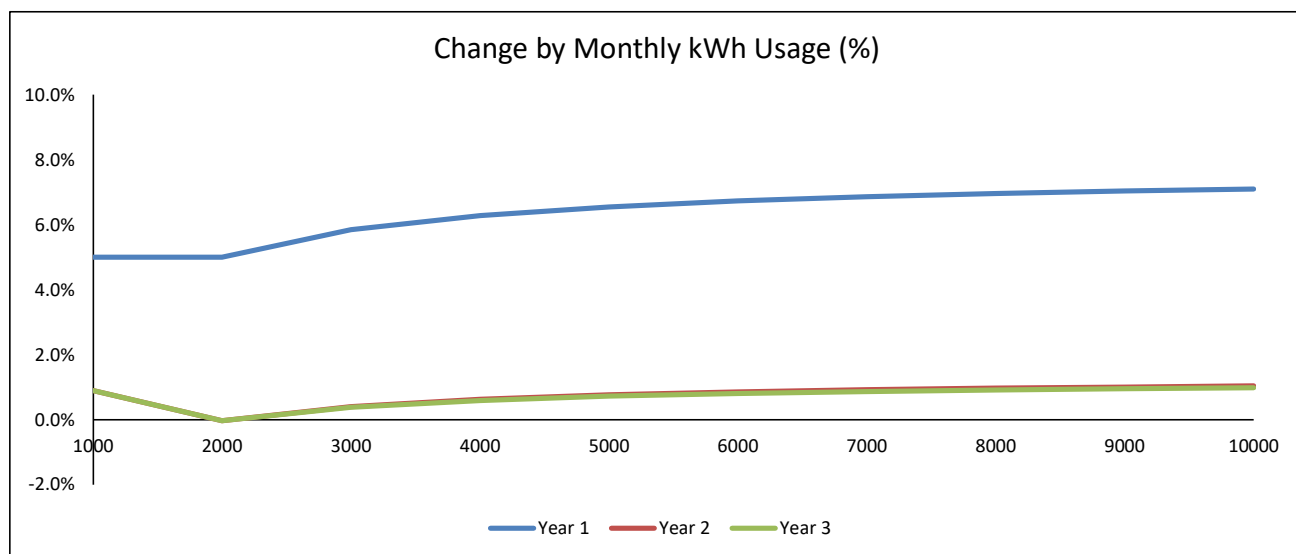
Rate Design

Projected Residential Net Metering Rates

	1/1/2024	7/1/2025	1/1/2026	1/1/2027
Rates	Current	Year 1	Year 2	Year 3
Monthly Facilities Charge:				
All Customers	\$ 15.70	\$ 15.70	\$ 17.20	\$ 18.70
Energy Charge:				
Winter Energy	\$ 0.09135	\$ 0.09135	\$ 0.09002	\$ 0.08869
Summer Energy	\$ 0.10875	\$ 0.10875	\$ 0.10717	\$ 0.10559
Power Cost Adjustment:				
Energy from Utility:	\$ 0.01317	\$ 0.01317	\$ 0.01317	\$ 0.01317
Energy Net Metered:	\$ (0.05715)	\$ (0.05715)	\$ (0.05715)	\$ (0.05715)
Franchise Fee				
% of Total Bill	0.0%	5.0%	5.0%	5.0%
Utility Rate Revenue	\$ 454,632	\$ 454,632	\$ 455,533	\$ 456,433
Revenue Including Transfer	\$ 454,632	\$ 477,364	\$ 478,309	\$ 479,255
Change from Previous		5.0%	0.2%	0.2%

The City of Bentonville
Rate Design
Projected Small Commercial Rates

	1/1/2024	7/1/2025	1/1/2026	1/1/2027
Rates	Current	Year 1	Year 2	Year 3
Monthly Facilities Charge:				
All Customers	\$ 22.80	\$ 22.80	\$ 25.80	\$ 28.80
Energy Charge:				
Winter Energy	\$ 0.09591	\$ 0.09591	\$ 0.09470	\$ 0.09349
Summer Energy	\$ 0.11700	\$ 0.11700	\$ 0.11553	\$ 0.11405
Power Cost Adjustment:				
All Energy	\$ 0.01317	\$ 0.01317	\$ 0.01317	\$ 0.01317
Franchise Fee				
% of Total Bill	0.0%	5.0%	5.0%	5.0%
Utility Rate Revenue	\$ 12,262,840	\$ 12,262,840	\$ 12,262,840	\$ 12,262,840
Revenue Including Transfer	\$ 12,262,840	\$ 12,875,982	\$ 12,875,982	\$ 12,875,982
Change from Previous		5.0%	0.0%	0.0%



The City of Bentonville

Rate Design

Projected Small Commercial Net Metering Rates

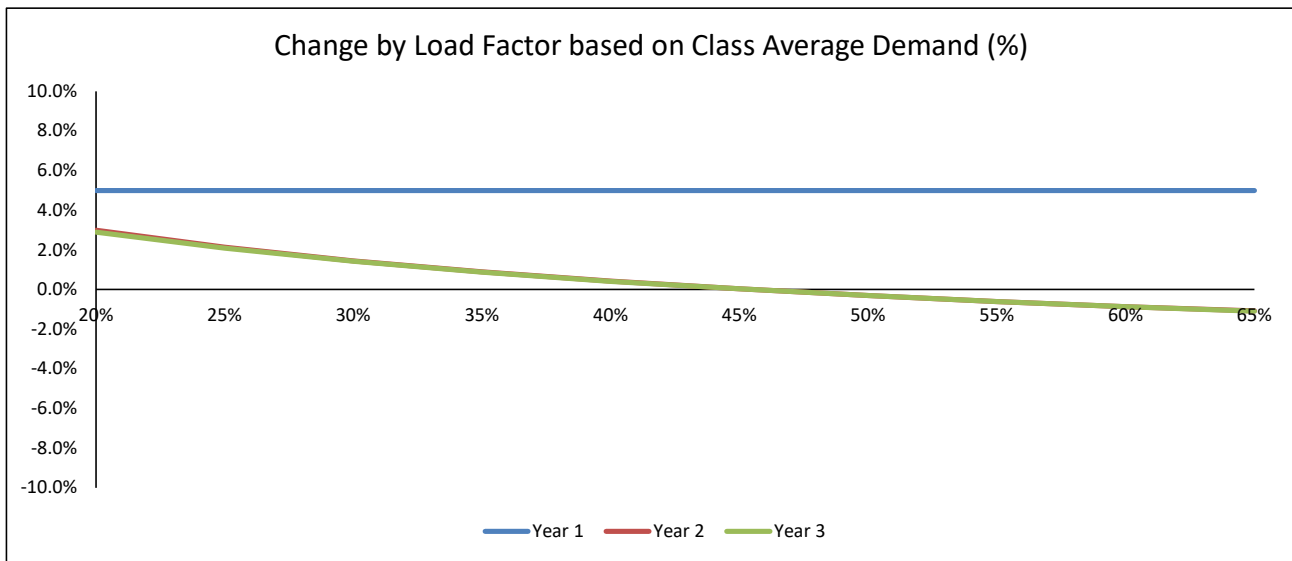
	1/1/2024	7/1/2025	1/1/2026	1/1/2027
Rates	Current	Year 1	Year 2	Year 3
Monthly Facilities Charge:				
All Customers	\$ 22.80	\$ 22.80	\$ 25.80	\$ 28.80
Energy Charge:				
Winter Energy	\$ 0.09591	\$ 0.09591	\$ 0.09470	\$ 0.09349
Summer Energy	\$ 0.11700	\$ 0.11700	\$ 0.11553	\$ 0.11405
Power Cost Adjustment:				
All Energy	\$ 0.01317	\$ 0.01317	\$ 0.01317	\$ 0.01317
Energy Net Metered:	\$ (0.05715)	\$ (0.05715)	\$ (0.05715)	\$ (0.05715)
Franchise Fee				
% of Total Bill	0.0%	5.0%	5.0%	5.0%
Utility Rate Revenue	\$ 79,746	\$ 79,746	\$ 79,353	\$ 78,960
Revenue Including Transfer	\$ 79,746	\$ 83,733	\$ 83,321	\$ 82,908
Change from Previous		5.0%	-0.5%	-0.5%

The City of Bentonville
Electric Rate Design
Projected Private Area Lighting Rates

	1/1/2024		7/1/2025		1/1/2026		1/1/2027	
Rates	Current		Year 1		Year 2		Year 3	
Monthly Facilities Charge:								
100H	\$	6.91	\$	6.91	\$	6.91	\$	6.91
175M	\$	6.91	\$	6.91	\$	6.91	\$	6.91
1HPS	\$	27.68	\$	27.68	\$	27.68	\$	27.68
1HPW	\$	14.32	\$	14.32	\$	14.32	\$	14.32
1TWH	\$	45.81	\$	45.81	\$	45.81	\$	45.81
250M	\$	10.15	\$	10.15	\$	10.15	\$	10.15
250W	\$	17.56	\$	17.56	\$	17.56	\$	17.56
400F	\$	13.77	\$	13.77	\$	13.77	\$	13.77
400H	\$	12.06	\$	12.06	\$	12.06	\$	12.06
400M	\$	12.06	\$	12.06	\$	12.06	\$	12.06
400P	\$	13.13	\$	13.13	\$	13.13	\$	13.13
40FW	\$	21.18	\$	21.18	\$	21.18	\$	21.18
40HW	\$	19.47	\$	19.47	\$	19.47	\$	19.47
40PW	\$	20.54	\$	20.54	\$	20.54	\$	20.54
48LE	\$	6.91	\$	6.91	\$	6.91	\$	6.91
80LE	\$	10.15	\$	10.15	\$	10.15	\$	10.15
PLSP	\$	7.14	\$	7.14	\$	7.14	\$	7.14
RSDL	\$	24.48	\$	24.48	\$	24.48	\$	24.48
Power Cost Adjustment:								
All Energy	\$	0.01317	\$	0.01317	\$	0.01317	\$	0.01317
Franchise Fee								
% of Total Bill		0.0%		5.0%		5.0%		5.0%
Utility Rate Revenue	\$	120,394	\$	120,394	\$	120,394	\$	120,394
Revenue Including Transfer	\$	120,394	\$	126,414	\$	126,414	\$	126,414
Change from Previous				5.0%		0.0%		0.0%

The City of Bentonville
Rate Design
Projected Mid-Commercial Rates

Minimum Bill	258.75	258.75	283.75	308.75
	1/1/2024	7/1/2025	1/1/2026	1/1/2027
Rates	Current	Year 1	Year 2	Year 3
Monthly Facilities Charge:				
All Customers	\$ 40.00	\$ 40.00	\$ 55.00	\$ 70.00
Energy Charge:				
Winter Energy	\$ 0.05930	\$ 0.05930	\$ 0.05592	\$ 0.05254
Summer Energy	\$ 0.06300	\$ 0.06300	\$ 0.05941	\$ 0.05582
Demand Charge:				
All Demand	\$ 10.35	\$ 10.35	\$ 11.35	\$ 12.35
Power Cost Adjustment:				
All Energy	\$ 0.01317	\$ 0.01317	\$ 0.01317	\$ 0.01317
Franchise Fee				
% of Total Bill	0.0%	5.0%	5.0%	5.0%
Utility Rate Revenue	\$ 10,289,823	\$ 10,289,823	\$ 10,289,823	\$ 10,289,823
Revenue Including Transfer	\$ 10,289,823	\$ 10,804,315	\$ 10,804,315	\$ 10,804,315
Change from Previous		5.0%	0.0%	0.0%



The City of Bentonville

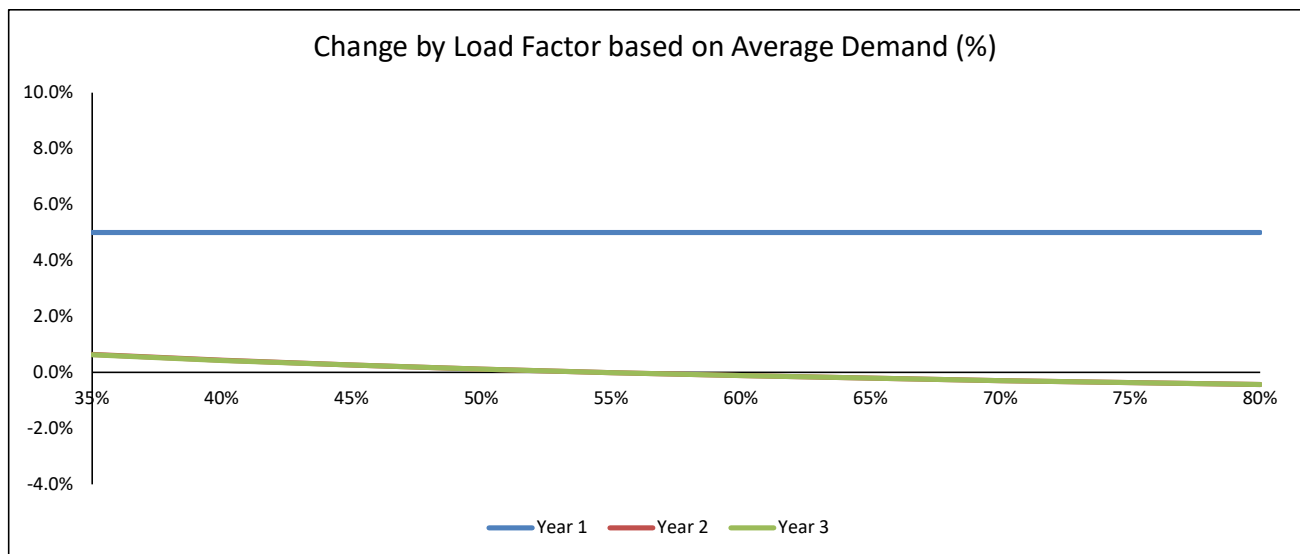
Rate Design

Projected Mid-Commercial Net Metering Rates

	1/1/2024	7/1/2025	1/1/2026	1/1/2027
Rates	Current	Year 1	Year 2	Year 3
Monthly Facilities Charge:				
All Customers	\$ 40.00	\$ 40.00	\$ 55.00	\$ 70.00
Energy Charge:				
Winter Energy	\$ 0.05930	\$ 0.05930	\$ 0.05592	\$ 0.05254
Summer Energy	0.06300	0.06300	0.05941	0.05582
Demand Charge:				
All Demand	\$ 10.35	\$ 10.35	\$ 11.35	\$ 12.35
Power Cost Adjustment:				
All Energy	\$ 0.01317	\$ 0.01317	\$ 0.01317	\$ 0.01317
Energy Net Metered:	\$ (0.05715)	\$ (0.05715)	\$ (0.05715)	\$ (0.05715)
Franchise Fee				
% of Total Bill	0.0%	5.0%	5.0%	5.0%
Utility Rate Revenue	\$ 65,925	\$ 65,925	\$ 66,380	\$ 66,836
Revenue Including Transfer	\$ 65,925	\$ 69,221	\$ 69,699	\$ 70,178
Change from Previous		5.0%	0.7%	0.7%

The City of Bentonville
Rate Design
Projected Large Commercial Rates

Minimum Bill	\$	875.00	\$	875.00	\$	925.00	\$	975.00
		1/1/2024		7/1/2025		1/1/2026		1/1/2027
Rates		Current		Year 1		Year 2		Year 3
Monthly Facilities Charge:								
All Customers	\$	-	\$	-	\$	-	\$	-
Energy Charge:								
All Energy	\$	0.06327	\$	0.06327	\$	0.06202	\$	0.06077
Demand Charge								
All Demand	\$	8.75	\$	8.75	\$	9.25	\$	9.75
Power Cost Adjustment:								
All Energy	\$	0.01317	\$	0.01317	\$	0.01317	\$	0.01317
Franchise Fee								
% of Total Bill		0.0%		5.0%		5.0%		5.0%
Utility Rate Revenue	\$	21,542,652	\$	21,542,652	\$	21,565,396	\$	21,588,140
Revenue Including Transfer	\$	21,542,652	\$	22,619,784	\$	22,643,666	\$	22,667,547
Change from Previous				5.0%		0.1%		0.1%



The City of Bentonville

Rate Design

Projected Large Commercial Primary Rates

	1/1/2024	7/1/2025	1/1/2026	1/1/2027
Rates	Current	Year 1	Year 2	Year 3
Monthly Facilities Charge:				
All Customers	\$ -	\$ -	\$ -	\$ -
Energy Charge:				
All Energy	\$ 0.06137	\$ 0.06137	\$ 0.06016	\$ 0.05895
Demand Charge				
All Demand	\$ 8.75	\$ 8.75	\$ 9.25	\$ 9.75
Power Cost Adjustment:				
All Energy	\$ 0.01317	\$ 0.01317	\$ 0.01317	\$ 0.01317
Franchise Fee				
% of Total Bill	0.0%	5.0%	5.0%	5.0%
Utility Rate Revenue	\$ 6,189,438	\$ 6,189,438	\$ 6,166,847	\$ 6,144,256
Revenue Including Transfer	\$ 6,189,438	\$ 6,498,909	\$ 6,475,189	\$ 6,451,469
Change from Previous		5.0%	-0.4%	-0.4%

The City of Bentonville

Rate Design

Projected Large Commercial Net Metering Rates

	1/1/2024	7/1/2025	1/1/2026	1/1/2027
Rates	Current	Year 1	Year 2	Year 3
Monthly Facilities Charge:				
All Customers	\$ -	\$ -	\$ -	\$ -
Energy Charge:				
All Energy	\$ 0.06327	\$ 0.06327	\$ 0.06202	\$ 0.06077
Demand Charge				
All Demand	\$ 8.75	\$ 8.75	\$ 9.25	\$ 9.75
Power Cost Adjustment:				
All Energy	\$ 0.01317	\$ 0.01317	\$ 0.01317	\$ 0.01317
Energy Net Metered:	\$ (0.05715)	\$ (0.05715)	\$ (0.05715)	\$ (0.05715)
Franchise Fee				
% of Total Bill	0.0%	5.0%	5.0%	5.0%
Utility Rate Revenue	\$ 108,934	\$ 108,934	\$ 109,233	\$ 109,533
Revenue Including Transfer	\$ 108,934	\$ 114,380	\$ 114,695	\$ 115,010
Change from Previous		5.0%	0.3%	0.3%

The City of Bentonville

Rate Design

Projected Electric Vehicle Charging Rates

Rates	Current	Year 1	Year 2	Year 3
Monthly Facilities Charge:				
Single Phase	\$ 55.00	\$ 55.00	\$ 55.00	\$ 70.00
Three Phase	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00
Energy Charge:				
All Energy	\$ 0.08400	\$ 0.08400	\$ 0.08400	\$ 0.08400
Demand Charge:				
All Demand	\$ 3.79	\$ 3.79	\$ 3.79	\$ 3.79
Power Cost Adjustment:				
All Energy	\$ 0.01317	\$ 0.01317	\$ 0.01317	\$ 0.01317
Franchise Fee	0.00%	5.00%	5.00%	5.00%



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	5/27/2025	Submitted By:	Travis Matlock
Phone:	479-271-5941	For Department(s):	Electric
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 Modifying Large Power Billing Process for Campus Billing
Action Recommendation & Justification:	An Ordinance modifying the large power billing process until the Electric Rate Schedule is modified to include a Campus Billing category. Utility Board approved 3-0. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	See attached memo. BEUD recommends modifying the large power billing process to ensure that a campus is not double billed on the demand rate.
Amount for Approval:	\$

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

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

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

www.bentonvillear.com

Please Recycle!

MEMORANDUM

DATE: May 27, 2025

TO: City Council, Mayor Orman

FROM: Travis Matlock, Electric Utility Director

RE: Modify Billing Procedure – Campus Billing Set Up

BEUD and Utility Billing recommend modifying the Large Power Billing procedure for the Wal-Mart (WMT) Campus for the month of May due to switching requested by BEUD.

The WMT Campus is served electrically unlike any other customer in Bentonville. The entire Campus is four (4) total meters at two (2) different Central Utility Plants (CUPs). One (1) meter is primary and will normally have all the load, and one (1) meter is a back-up and will only have load when switched. This meter set up is at each CUP. WMT can switch between meters and move the load. To install a fiber connection to BEUD's meter, BEUD is requesting that WMT switch the load to the back-up meter for a short period of time.

The WMT Campus is currently being billed as a "Large Power" Customer and would be double billed demand switching from the primary to the back-up feed. BEUD is currently in the process of modifying the Electric Rate Schedule and adding a "Campus Billing" section. However, it will not be done until the new electric rates are adopted by the City Council. BEUD does not want the WMT Campus to be penalized for something initiated by BEUD.

ORDINANCE NO. _____

AN ORDINANCE MODIFYING LARGE POWER BILLING PROCESS; PROVIDING FOR THE EMERGENCY CLAUSE; AND FOR OTHER PURPOSES.

WHEREAS, the Walmart Campus is served electrically unlike any other customer in Bentonville;

WHEREAS, BEUD is requesting that the Walmart Campus switch the load to the back up meter for a short period of time in order to install a fiber connection to BEUD's meter; and

WHEREAS, this will cause Walmart Campus to be double billed due to switching from the primary to the back up meter, unless the billing process for large power is modified.

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

Section 1: That the Bentonville Electric Utility Department's large power billing process is hereby modified so that any customer that has to switch from their primary feed to their back up feed is not double billed;

Section 2 - Emergency Clause: The need to make this revision is immediate and an emergency is hereby declared to exist, and this Ordinance shall be in full force and effect from and after the date of its passage and approval;

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

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

PASSED this _____ day of _____, 2025.

APPROVED:

STEPHANIE ORMAN, Mayor

ATTEST:

MALORIE MARRS, City Clerk



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	5/27/2025	Submitted By:	Travis Matlock
Phone:	479-271-5941	For Department(s):	Electric
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 Waiving Competitive Bidding to Purchase 15 kV Substation Switches
Action Recommendation & Justification:	An Ordinance waiving the requirements of competitive bidding to purchase 15 kV substation switches for \$54,450.00 plus applicable tax in order to maintain the same make/style of switches that have been installed for the last 10 years. Utility Board approved 3-0. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	Over the last (at least) 10 yr. time frame, this same style Hubbell switch has been installed in all new and retrofitted substations.
Amount for Approval:	\$ 54,450.00 plus tax

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
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):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712



QUOTE

Entered By
Clay Currey, Sales Coordinator
clay.currey@aeci.com

Arkansas Electric Cooperative Inc.

Quote: SQ41635

Page 1
5/12/25

Customer Info: CITY OF BENTONVILLE - 501 S.W. 28th STREET BENTONVILLE AR 72712

Notes: MUST ORDER 6 FOR FREIGHT ALLOWED

Item Number	Item Description	Customer Item# Est. Delivery	Qty UOM	Item Price	Ext. Price
1	AVR-01512-SIP3205AHSH HUBBELL AVR SWITCH	04/17/26	6 EA	9,075.00	54,450.00
Quote Total					54,450.00

For any questions about this quote, please contact your Sales Coordinator.

Standard Terms and Conditions apply to any sale of goods by Arkansas Electric Cooperatives, Inc. Sales tax is NOT included. You can find our Terms and Conditions at aecisales.com/terms. These terms shall be incorporated by reference into any order or other agreement for sale and purchase of goods between AECI and our customers of any such goods.

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT IN THE AMOUNT OF FIFTY-FOUR THOUSAND FOUR HUNDRED FIFTY DOLLARS (\$54,450.00) PLUS TAX, FOR THE PURCHASE OF 15KV SUBSTATION SWITCHES; WAIVING COMPETITIVE BIDDING; PROVIDING FOR THE EMERGENCY CLAUSE; AND FOR OTHER PURPOSES.

WHEREAS, the Bentonville Electric Utility Department needs to purchase 15 kV Substation Switches; and

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

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 for the purchase of 15 kV Substation Switches, in an amount not to exceed fifty-four thousand four hundred fifty dollars (\$54,450.00) plus tax;

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 15 kV Substation Switches;

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



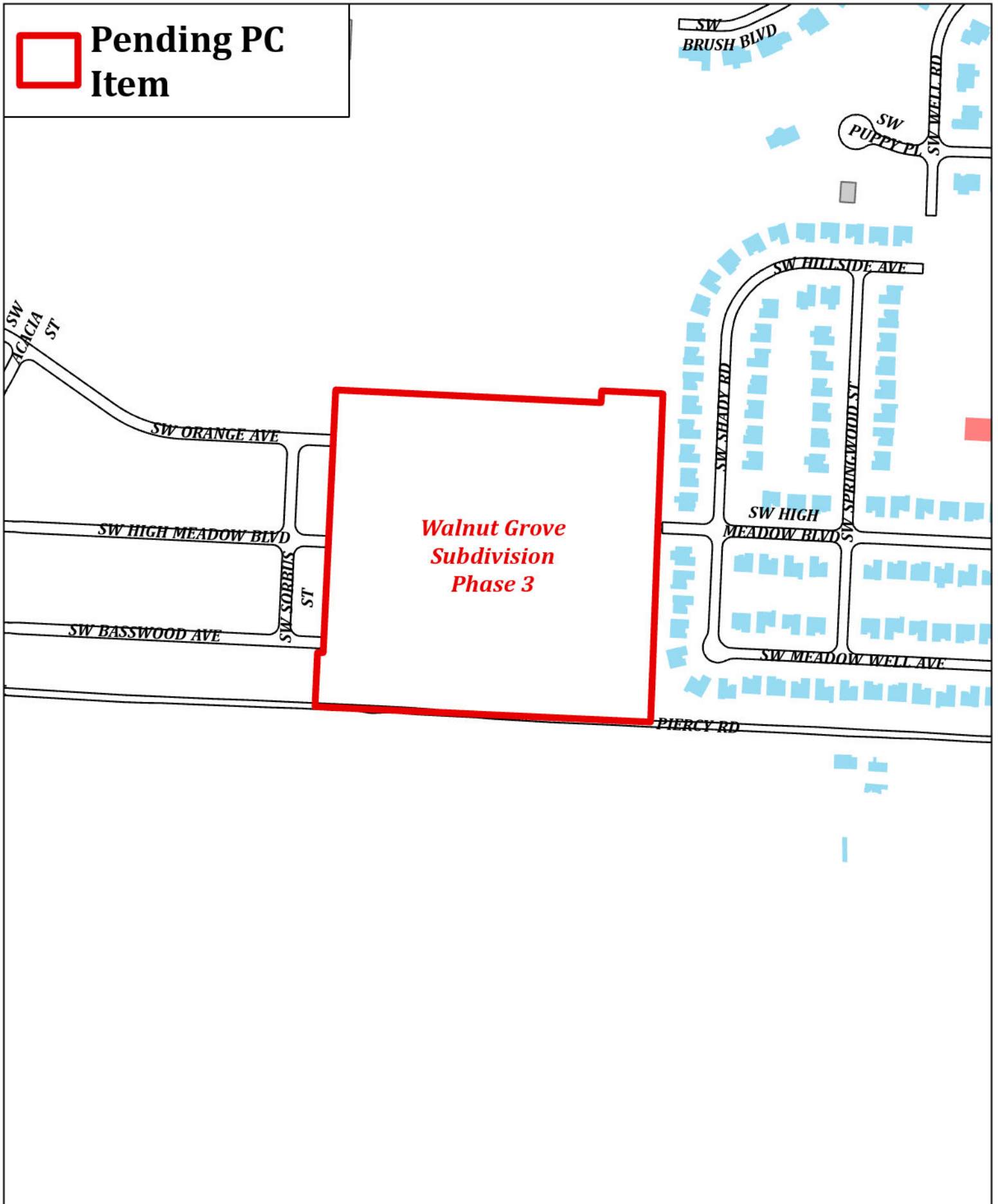
Consent Agenda Item

For the City Council meeting on May 27, 2025

Details

Walnut Grove Phase 3 consists of 77 Single Family detached (R-1) lots.

 Pending PC Item



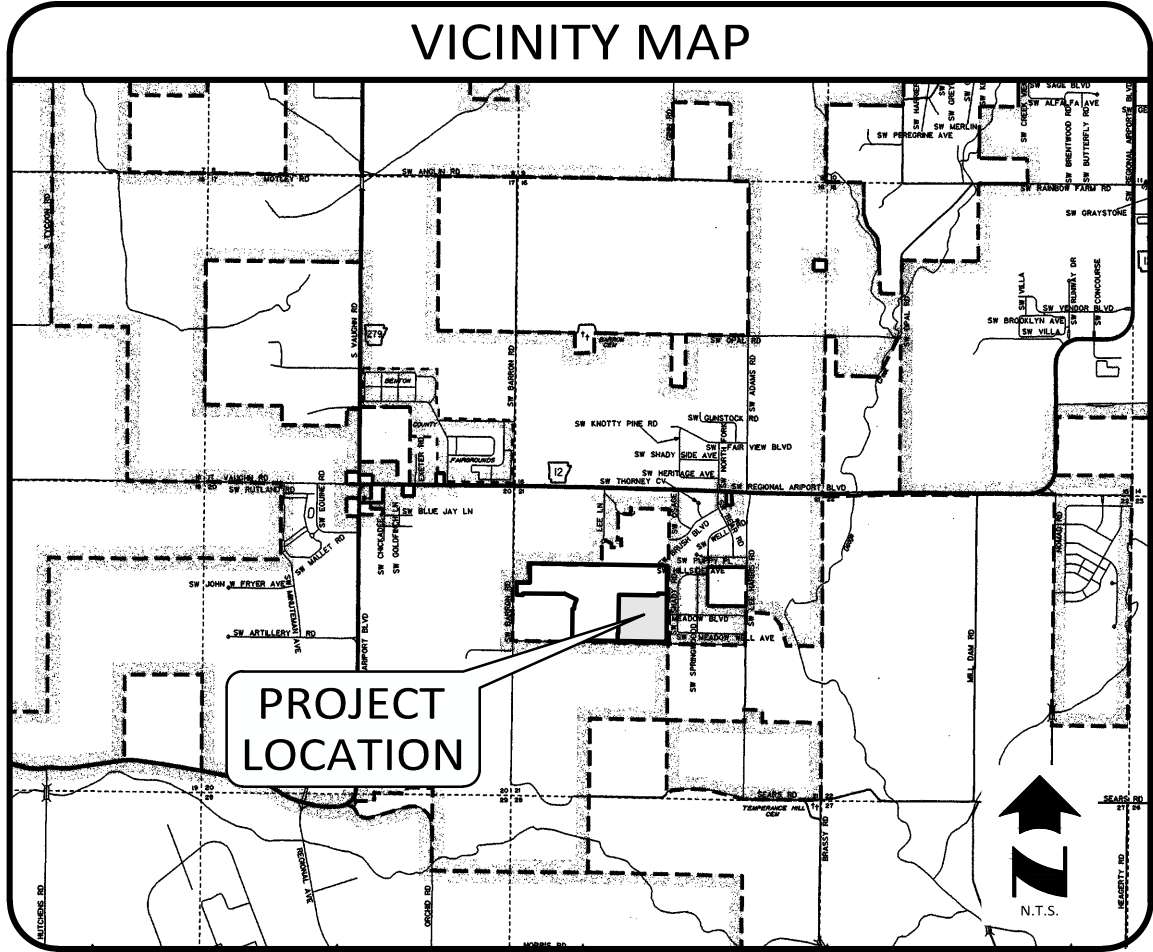
*Walnut Grove
Subdivision
Phase 3*



FP25-0007
Walnut Grove Subdivision Phase III
SW High Meadows Blvd



Drawing Name: A:\51000s\51925\001\BTV\RLP--36 (51925) FINAL PLAT PHASE III.dwg Last Modified: Apr 18, 2025 -- 2:15pm Plotted on: Apr 18, 2025 -- 2:16pm by ah5165



GENERAL NOTES:

- **BASIS OF BEARINGS:** GRID NORTH, STATE PLANE COORDINATE SYSTEM, ARKANSAS NORTH ZONE (0301), NAD 83 (2011)(EPOCH:2010.0000), BASED ON RT KINEMATIC GNSS OBSERVATIONS DERIVED FROM A STATIC GNSS BASE AND OPUS POST-PROCESSED SOLUTION, HAVING PUBLISHED VALUES OF: LATITUDE 36°18'27.8443" N; LONGITUDE 94°17'18.4157" W; AND A COMPUTED COMBINED SCALE FACTOR (GRID TO GROUND) OF 1.0000388257.
- **GRID NORTH CONVERGENCE:** AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER (SW1/4) OF THE NORTHWEST QUARTER (NW1/4) OF SECTION 21, ROTATE FROM GRID NORTH 01°20'07.3" TO THE LEFT FOR TRUE (GEODETIC) NORTH.
- **FLOOD INFORMATION:** BASED UPON REVIEW OF NFIP FIRM, BENTON COUNTY, ARKANSAS, AND INCORPORATED AREAS, MAP NUMBER 05007C0245K, EFFECTIVE DATE JUNE 5, 2012, AND BY GRAPHIC PLOTTING ONLY, THAT PART OF THE SUBJECT PROPERTY LIES WITHIN: ZONE X, OR AREAS DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOOD PLAIN.
- **EVERY RECORDED DOCUMENT REVIEWED AND CONSIDERED AS A PART OF THIS SURVEY IS NOTED HEREON.** SURVEYOR HAS NOT MADE A THOROUGH INVESTIGATION OR INDEPENDENT SEARCH FOR ANY EASEMENTS OR OTHER ENCUMBRANCES OR FACTS THAT AN ACCURATE, COMPLETE AND CURRENT TITLE SEARCH AND/OR TITLE COMMITMENT WOULD DISCLOSE. OTHER DOCUMENTS OF RECORD, RIGHTS, OR FACTS, MAY EXIST AND AFFECT THIS SUBJECT PROPERTY.
- **SUBSURFACE OR ENVIRONMENTAL CONDITIONS WERE NOT EXAMINED OR CONSIDERED AS A PART OF THIS SURVEY.**
- **EXISTING UTILITIES SHOWN HEREON WERE LOCATED BY REASONABLE VISUAL OBSERVED SURFACE IMPROVEMENTS, UNLESS NOTED OTHERWISE.** NO ATTEMPT HAS BEEN MADE TO LOCATE OR DEPICT ANY UNDERGROUND UTILITIES FOR THIS SURVEY. THE ACTUAL LOCATION OF UNDERGROUND UTILITIES MAY NEED TO BE VERIFIED TO DETERMINE WHAT RIGHTS, IF ANY, THAT MAY EXIST.

CITY OF BENTONVILLE DEVELOPMENT NOTES:

- **BEFORE ANY WORK IN THE STREET RIGHT-OF-WAY COMMENCES, CONTRACTOR AND/OR OWNER IS TO CONTACT THE CITY OF BENTONVILLE ENGINEERING AND TRANSPORTATION DEPARTMENTS AND NOTIFY SAID DEPARTMENTS OF THE INTENT AND TYPE OF WORK THAT WILL TAKE PLACE WITHIN THE RIGHT-OF-WAY.**
- **SIDEWALKS SHALL BE THE RESPONSIBILITY OF THE BUILDER/OWNER AT THE TIME OF BUILDING PERMIT ISSUANCE.**
- **THERE MAY NOT BE FENCES OR ANY OTHER STRUCTURES BUILT IN ANY DRAINAGE EASEMENTS.**
- **SETBACKS SHALL BE PER THE CURRENT ZONING DISTRICT AS STATED IN THE MOST RECENT CITY OF BENTONVILLE ZONING CODE. FOR MORE INFO VISIT WWW.BENTONVILLEPLANNING.COM OR CALL THE PLANNING DEPARTMENT @ 479-271-3122.**
- **OWNER/DEVELOPER SHALL COORDINATE WITH ALL LOCAL UTILITIES TO ENSURE THAT EACH LOT HAS WATER, SEWER AND ELECTRIC SERVICE.**
- **THERE ARE NO WAIVERS, VARIANCES AND/OR CONDITIONAL USES AT THE TIME OF PREPARING THIS PLAT OR PLAN.**
- **WE HEREBY GRANT TO THE CITY OF BENTONVILLE A BLANKET AVIGATION EASEMENT OVER THE ENTIRETY OF THIS SUBDIVISION PURSUANT TO MUNICIPAL CODE SECTION 401.13.**
- **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.**
- **BEFORE ANY WORK IN THE RIGHT-OF-WAY COMMENCES, CONTRACTOR AND OR OWNER IS TO OBTAIN RIGHT-OF-WAY PERMIT FROM THE CITY OF BENTONVILLE TRANSPORTATION DEPARTMENT.**
- **ALL SIDEWALKS SHALL BE INSTALLED BY THE TIMEFRAMES SET FORTH IN 900.08 OF THE STREET SPECIFICATIONS**

PARENT TRACT:

A TRACT OF LAND BEING A PART OF LOT 83, WALNUT GROVE SUBDIVISION, PHASE I, BEING FILED FOR RECORD AT DOCUMENT NUMBER L202353286 AND FURTHER BEING SHOWN AS LOT 82, WALNUT GROVE SUBDIVISION, PHASE II, FILED FOR RECORD AT DOCUMENT L202455193 AND BEING A PART OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 19 NORTH, RANGE 31 WEST, BENTON COUNTY ARKANSAS.

BLACK HILL ENERGY: JOSH KNIGHT, 1301 FEDERAL WAY, PO BOX 2129, LOWELL, AR 72745, (479) 721-4543, JOSHUA.KNIGHT@BLACKHILLSCORP.COM

AT&T: BRENT BALDWIN, 1133 E. HAROLD ST., FAYETTEVILLE, AR 72701, (479) 200-9022 OR (479) 571-6609, BB6585@ATT.COM

COX COMMUNICATIONS: TIMOTHY GOSS, 4901 S. 48TH STREET, SPRINGDALE, AR 72762, (479) 651-5583 TIMOTHY.GOSS@COX.COM

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

STREET DEPT.: CITY OF BENTONVILLE, DANIEL CLARDY, 3200 SW MUNICIPAL DRIVE, BENTONVILLE, AR 72712, (479) 696-0279

WATER DEPT.: CITY OF BENTONVILLE, BEAU THOMPSON, 3200 SW MUNICIPAL DRIVE, BENTONVILLE, AR 72712, (479) 271-3140

ELECTRIC DEPT.: CITY OF BENTONVILLE, TRAVIS MATLOCK, 3200 SW MUNICIPAL DRIVE, BENTONVILLE, AR 72712, (479) 271-3159

WASTEWATER DEPT.: CITY OF BENTONVILLE, CHRIS EARL, 1901 NE A STREET, BENTONVILLE, AR 72712, (479) 271-3161

PLANNING DEPT.: CITY OF BENTONVILLE, TYLER OVERSTREET, 305 SW A STREET, BENTONVILLE, AR, (479) 271-3122

BUILDING AND FIRE SAFETY: CITY OF BENTONVILLE, BRAD ARNOLD, 305 SW A STREET, BENTONVILLE, AR, (479) 271-3108

CITY ENGINEER: CITY OF BENTONVILLE, ELLEN NORVELL, 3200 SW MUNICIPAL DRIVE, BENTONVILLE, AR, (479) 271-5993

STORMWATER: CITY OF BENTONVILLE, ALISON WEST, 3200 SW MUNICIPAL DRIVE, BENTONVILLE, AR, (479) 271-6719, JWEST@BENTONVILLEAR.COM

WALNUT GROVE SUBDIVISION PHASE III

Phase III Lots 1-77

PART OF THE S1/2 OF THE NW1/4 OF SECTION 21,
TOWNSHIP 19 NORTH, RANGE 31 WEST, 5TH PRINCIPAL
MERIDIAN, 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: _____

NAME & ADDRESS _____

PRINT NAME: _____

STATE OF _____)
COUNTY OF _____) SS

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF
_____, 20__.

NOTARY PUBLIC _____

MY COMMISSION EXPIRES _____

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: _____
CITY CLERK, CITY OF BENTONVILLE

SIGNED: _____
BENTONVILLE PLANNING COMMISSION CHAIRMAN

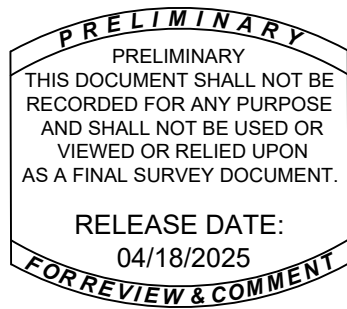
SIGNED: _____
MAYOR, CITY OF BENTONVILLE

CERTIFICATE OF SURVEYING ACCURACY:

I, CLAYTON D. CROTTS, 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: 04-18-2025

SIGNED: _____
CLAYTON D. CROTTS, ARKANSAS PS #1834



ARKANSAS PLAT CODE: 500-19N-31W-0-21-400-04-1834

Filing Block

SURVEYOR

CLAYTON D. CROTTS, P.L.S.
HALFF
1111 N LEE AVENUE, STE 400
OKLAHOMA CITY, OK 73103
TELEPHONE: (405) 546-3822

ENGINEER

PATRICK R. FOY, P.E.
HALFF
2407 SE COTTONWOOD STREET, STE 1
BENTONVILLE, AR 72712
TELEPHONE: (479) 273-2209

OWNER/DEVELOPER

RLP DEVELOPMENTS, LLC
PO BOX 3207
BENTONVILLE, AR 72712
TELEPHONE: (479) 530-2337



HALFF ASSOCIATES, INC.
2407 SE COTTONWOOD ST. STE 1
BENTONVILLE, AR 72712
479.273.2209 - HALFF.COM

WALNUT GROVE SUBDIVISION PHASE III

A Replat of Lot 82, PHASE II

Bentonville, Arkansas

Prepared For: RLP Developments, LLC.
City Project #: FP25-0007
Atlas Page: 563

FINAL PLAT

Revisions

1 04.17.2025 Revised Per City Comments

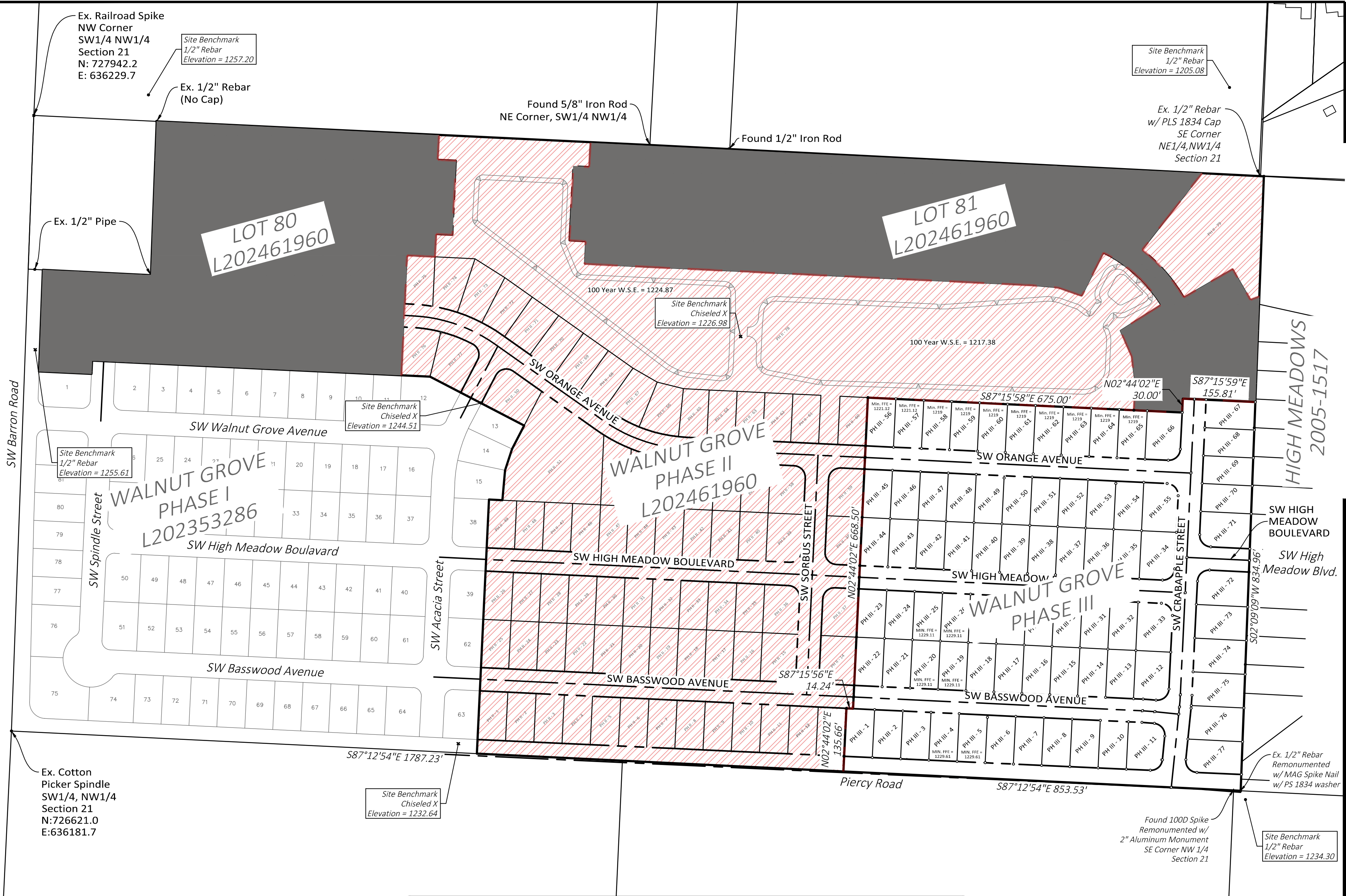
Drawn By: JDS	Vert. Scale: N/A
Approved By: CDC	Horiz. Scale: N/A
Date: 04.18.2025	Plot Scale: 1
Project No.: 51925.001	DWG Name: PLAT

SHEET

1

of 4

Drawing Name: A:\51000s\51925\001\BTV\RLP-36 Walnut Grove\Drafting\RLP-36 (51925) FINAL PLAT PHASE III.dwg Lost Modified: Apr 18, 2025 - 2:15pm Plotted on: Apr 18, 2025 - 2:16pm By: ah5165



Filing Block



1 Inch = 150 Feet

PRELIMINARY
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.

RELEASE DATE:
04/18/2025
FOR REVIEW & COMMENT



HALFF ASSOCIATES, INC.
2407 SE COTTONWOOD ST. STE 1
BENTONVILLE, AR 72712
479.273.2209 - HALFF.COM

WALNUT GROVE SUBDIVISION PHASE III

A Replat of Lot 82, PHASE II

Bentonville, Arkansas

Prepared For: RLP Developments, LLC.
City Project #: FP25-0007
Atlas Page: 563

FINAL PLAT

Revisions

1 04.17.2025 Revised Per City Comments

Drawn By: **JDS**

Vert. Scale: **N/A**

Approved By: **CDC**

Horiz. Scale: **1" = 100'**

Date: **04.18.2025**

Plot Scale: **1**

Project No.: **51925.001**

DWG Name: **PLAT**

SHEET

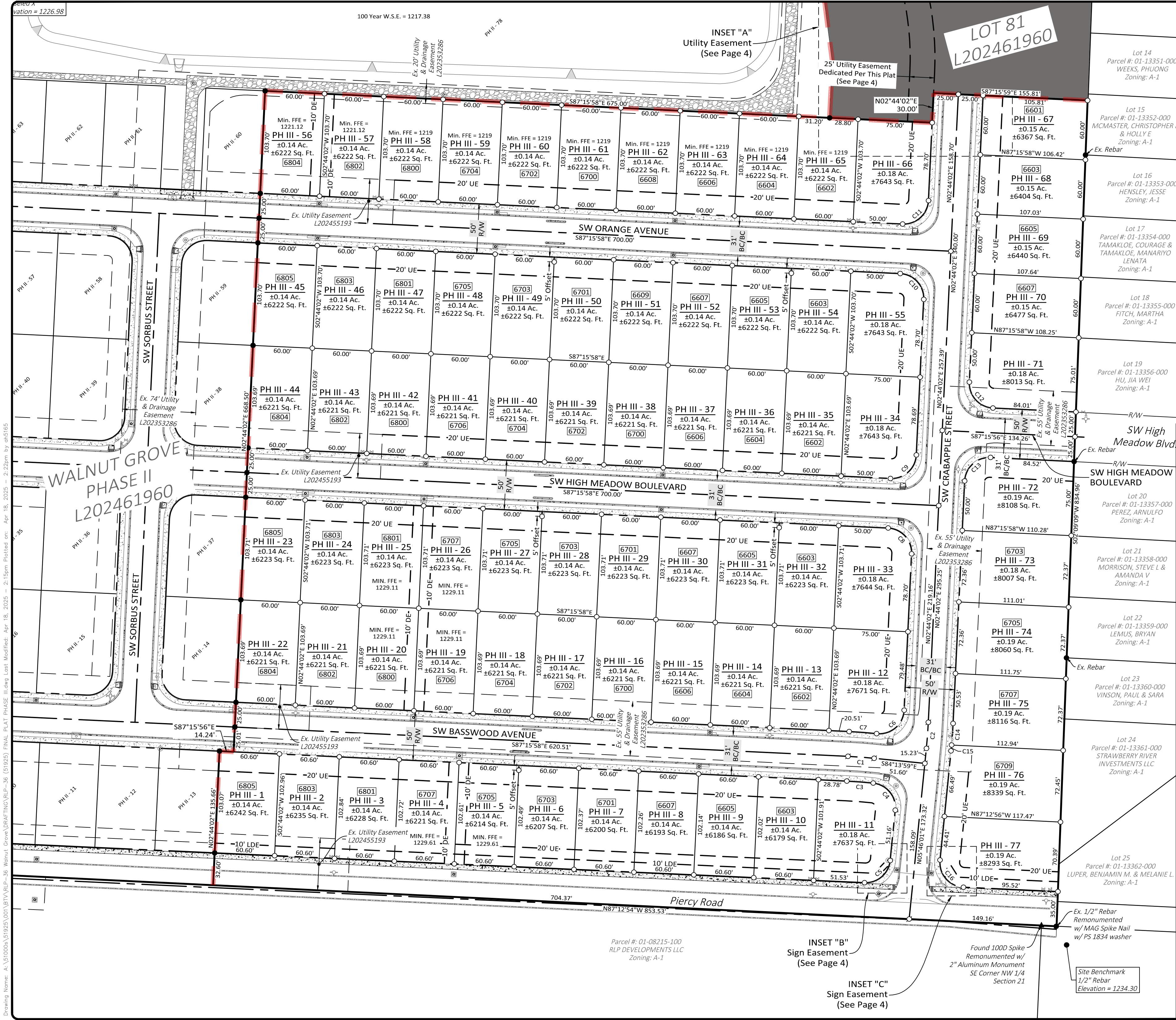
2

of 4

LEGEND

	Ex. Section Line		Set 1/2" Rebar w/ PS# 1834 Cap
	Ex. Boundary Line		Set Mag Nail w/ PS# 1834 Washer
	Ex. Adjacent Boundary Line		Ex. Rebar
	Ex. Right of Way Line		Ex. Nail
	Ex. Road Centerline		Ex. Railroad Spike
	Ex. Easement Line		Ex. Water Meter
	Proposed Concrete Sidewalk By Developer		Ex. Fire Hydrant
	Proposed Concrete Sidewalk By Lot Builder		Ex. Water Valve
	Proposed Standard Duty Asphalt Pavement		Ex. Sewer Manhole
	Lot Line		Lot Address
	Right of Way Line, Dedicated Per This Plat		Utility Easement, Dedicated Per This Plat
	Road Centerline		Drainage Easement, Dedicated Per This Plat
	Easement Line		Landscape Easement, Dedicated Per This Plat

Curve Table				
Curve #	Length	Radius	Tangent	Chord Bearing
C1	26.47'	500.00'	13.24'	S 85° 44' 58" E
C2	26.47'	500.00'	13.24'	N 04° 15' 02" E
C3	26.75'	477.40'	13.38'	S 85° 39' 31" E
C4	39.27'	25.00'	25.00'	S 39° 13' 59" E
C5	37.90'	25.00'	23.66'	S 49° 11' 43" W
C6	40.99'	25.00'	26.78'	S 49° 41' 49" W
C7	27.79'	525.00'	13.90'	N 85° 44' 58" W
C8	39.28'	25.00'	25.01'	S 42° 15' 12" E
C9	39.27'	25.00'	25.00'	S 47° 44' 02" W
C10	39.27'	25.00'	25.00'	S 42° 15' 58" E
C11	39.27'	25.00'	25.00'	S 47° 44' 02" W
C12	39.27'	25.00'	25.00'	N 42° 15' 57" W
C13	39.27'	25.00'	25.00'	N 47° 44' 03" E
C14	21.85'	525.00'	10.92'	N 03° 55' 34" E
C15	5.95'	525.00'	2.97'	N 05° 26' 33" E
C16	40.64'	25.00'	26.41'	N 40° 48' 17" W



Filing Block

Grid North

60 0 60

SCALE IN FEET
1 Inch = 60 Feet

PRELIMINARY
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.
RELEASE DATE:
04/18/2025
FOR REVIEW & COMMENT

halff

HALFF ASSOCIATES, INC.
2407 SE COTTONWOOD ST. STE 1
BENTONVILLE, AR 72712
479.273.2209 - HALFF.COM

**WALNUT GROVE
SUBDIVISION PHASE III**

A Replat of Lot 82, PHASE II

Bentonville, Arkansas

Prepared For: RLP Developments, LLC.
City Project #: FP25-0007
Atlas Page: 563

FINAL PLAT

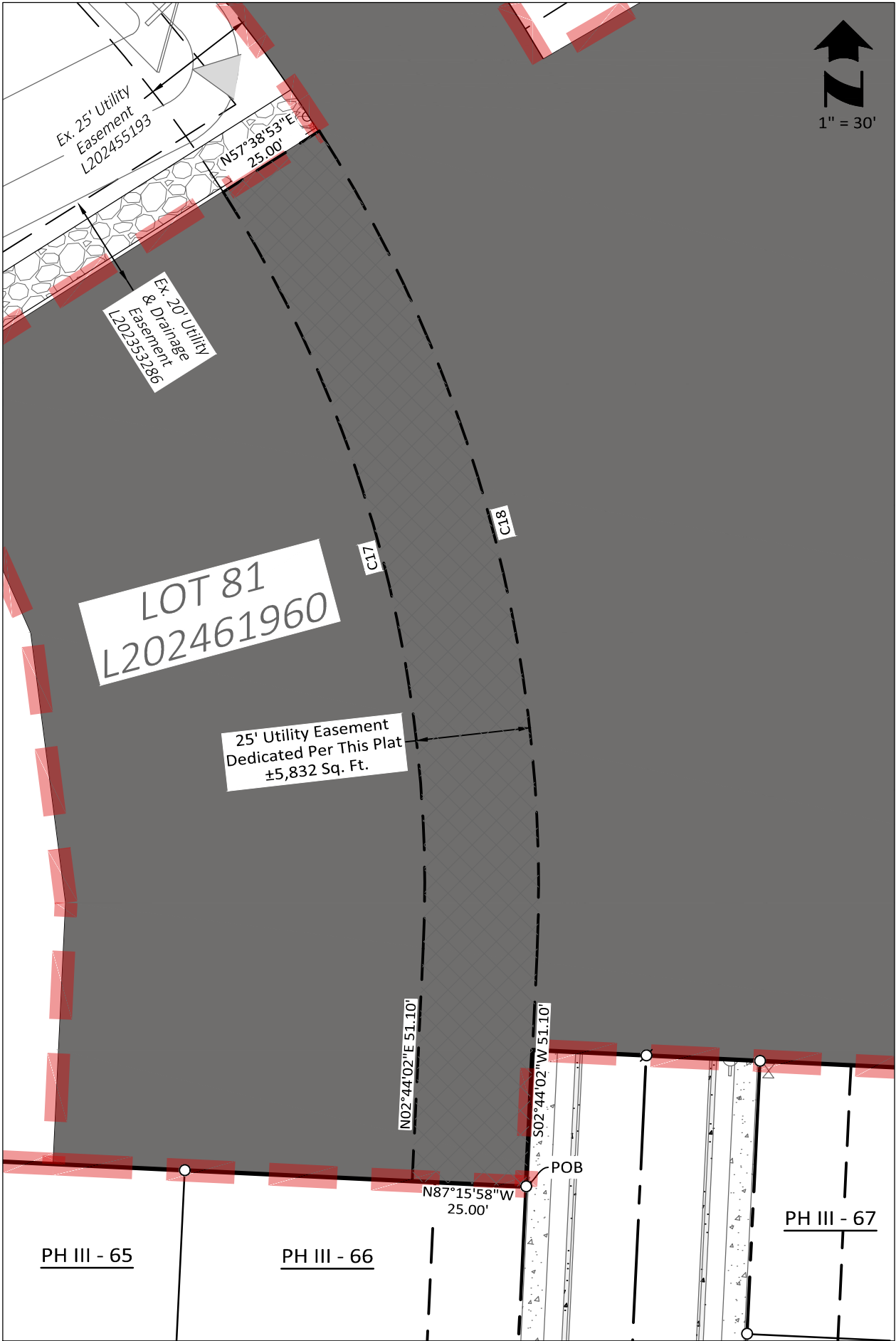
Revisions

1	04.17.2025 Revised Per City Comments
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Drawn By: **JDS**
Approved By: **CDC**
Date: **04.18.2025**
Project No.: **51925.001**

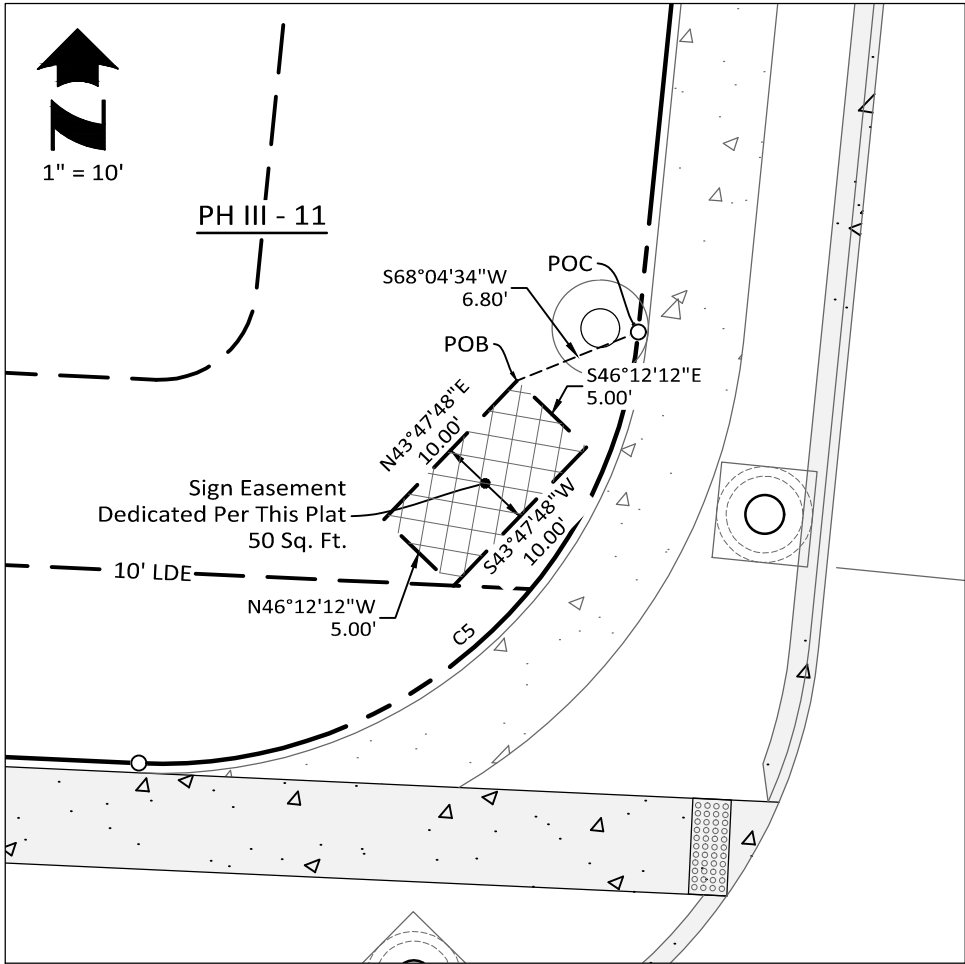
Vert. Scale: **N/A**
Horiz. Scale: **1" = 60'**
Plot Scale: **1**
DWG Name: **PLAT**

INSET "A"
UTILITY EASEMENT

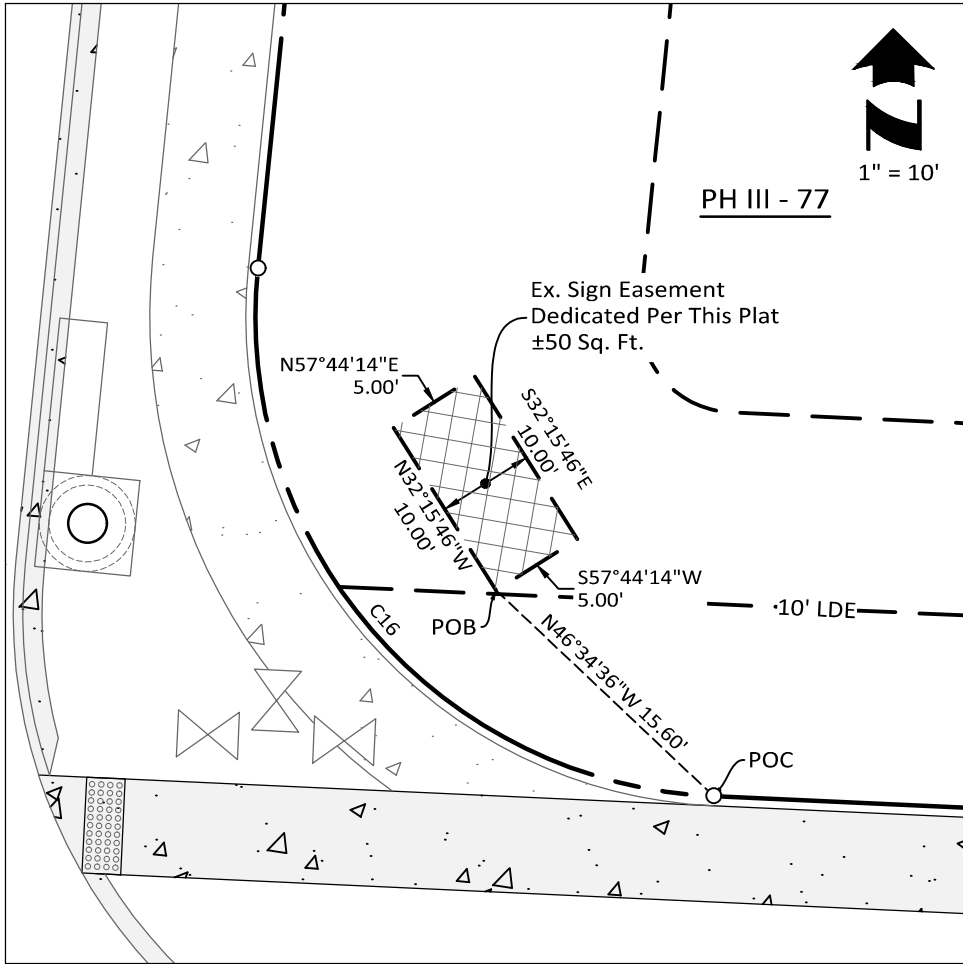


Curve Table					
Curve #	Length	Radius	Tangent	Chord Bearing	Chord Length
C17	174.52'	285.00'	90.10'	N 14° 48' 33" W	171.81'
C18	189.83'	310.00'	98.00'	S 14° 48' 33" E	186.88'

INSET "B"
SIGN EASEMENT



INSET "C"
SIGN EASEMENT



Filing Block

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.
RELEASE DATE:
04/18/2025
FOR REVIEW & COMMENT



HALFF ASSOCIATES, INC.
2407 SE COTTONWOOD ST., STE 1
BENTONVILLE, AR 72712
479.273.2209 - HALFF.COM

WALNUT GROVE
SUBDIVISION PHASE III

A Replat of Lot 82, PHASE II

Bentonville, Arkansas

Prepared For: RLP Developments, LLC.
City Project #: FP25-0007
Atlas Page: 563

FINAL PLAT

Revisions	
1	04.17.2025 Revised Per City Comments

Drawn By: JDS	Vert. Scale: N/A
Approved By: CDC	Horiz. Scale: N/A
Date: 04.18.2025	Plot Scale: 1
Project No.: 51925.001	DWG Name: PLAT

ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A FINAL PLAT OF LOTS 1 THROUGH 77 OF
WALNUT GROVE SUBDIVISION, PHASE 3 TO THE CITY OF BENTONVILLE,
ARKANSAS; AND FOR OTHER PURPOSES.
(PROJECT NUMBER: FP25-0007)**

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the final plat of LOTS 1 THROUGH 77 OF WALNUT GROVE SUBDIVISION, PHASE 3 to the City of Bentonville, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on May 20, 2025;

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

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

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

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

Section 1: That the final plat of LOTS 1 THROUGH 77 OF WALNUT GROVE SUBDIVISION, PHASE 3 to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes;

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

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

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

PASSED AND APPROVED this _____ day of _____, 2025.

APPROVED:

ATTEST:

Stephanie Orman, Mayor

Malorie Marrs, City Clerk



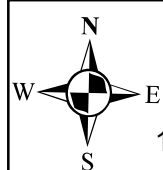
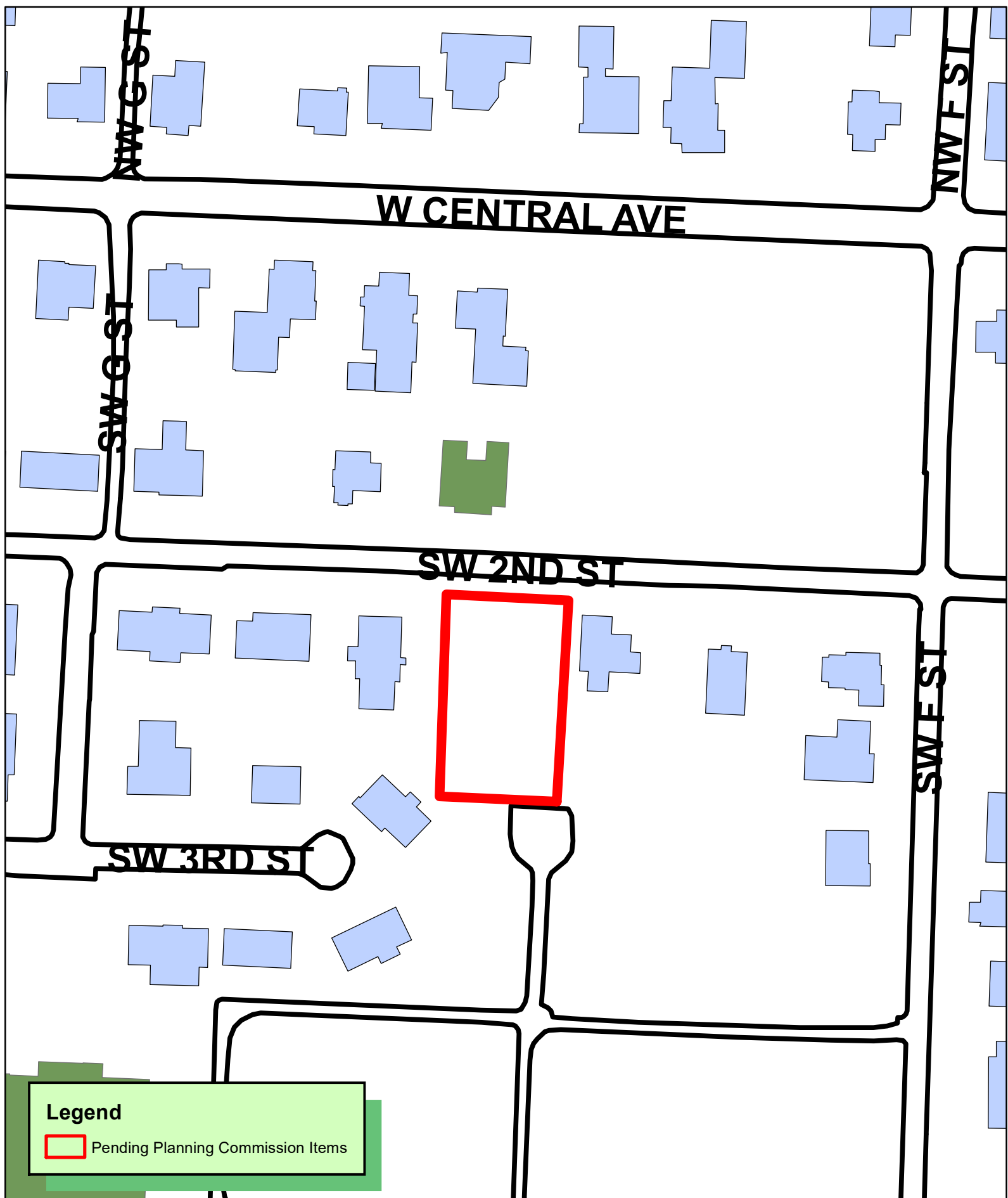
Consent Agenda Item

For the City Council meeting on May 27, 2025

Details

Lot Split: Lot Split For Part Of Lot 2 Of Corleys Addition Creating Lots 22 & 23. 707 SW 2nd St. DN1, Downtown Low Density Residential, LS22-0067.

A lot split for part of lot 2 of Corleys Addition creating lots 22 & 23. The plat is dedicating 564 square feet of street right of way along Southwest 2nd St. The lots have direct access to Southwest 2nd St.



1 inch = 100 feet

LS22-0067 2/7/23
LOT SPLIT
CORLEYS ADDITION
WEST HALF OF LOT 2 CREATING LOTS 22-23

CITY NOTES:

- ALL STRUCTURES MUST MAINTAIN MINIMUM OF 20' CLEARANCES FROM ALL ELECTRIC LINES.
- BEUD'S STANDARD PRACTICE IS TO PLACE UNDERGROUND EQUIPMENT (TRANSFORMERS, SECONDARY PEDESTALS, JUNCTION BOXES, ETC) ON THE LOT LINE OF A DEVELOPMENT. ANY ADJUSTMENTS TO THE PROPERTY LINE THAT RESULT IN OUR EQUIPMENT NOT BEING ON THE LOT LINE WILL REQUIRE THE DEVELOPER TO PAY FOR THE COST OF BEUD TO RELOCATE THE EQUIPMENT TO THE LOT LINE.
- OWNER TO CONTACT NEW SERVICE COORDINATOR (271-3139) TO DISCUSS ELECTRIC SERVICE PRIOR TO BEGINNING ANY CONSTRUCTION. FAILURE TO CONTACT BEUD PRIOR TO CONSTRUCTION WILL RESULT IN DELAYS TO GET ELECTRIC SERVICE.
- BEFORE ANY WORK IN THE RIGHT-OF-WAY COMMENCES, CONTRACTOR AND OR OWNER IS TO OBTAIN RIGHT-OF-WAY PERMIT FROM THE CITY OF BENTONVILLE TRANSPORTATION DEPARTMENT.
- OWNER/DEVELOPER SHALL COORDINATE WITH ALL LOCAL UTILITIES TO ENSURE THAT EACH LOT HAS WATER, SEWER AND ELECTRIC SERVICE.
- THERE MAY NOT BE FENCES OR ANY OTHER STRUCTURES BUILT IN ANY DRAINAGE EASEMENTS.
- SIDEWALKS SHALL BE THE RESPONSIBILITY OF THE BUILDER/OWNER AT TIME OF BUILDING PERMIT ISSUANCE
- 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.
- 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.
- IT IS THE RESPONSIBILITY OF THE DEVELOPER TO COORDINATE WITH THE NEW SERVICE COORDINATOR @ 479 271-3139 TO DETERMINE IF EQUIPMENT IS IN CONFLICT.
- NO RESIDENTIAL LOT SHALL BE PERMITTED DIRECT ACCESS TO A COLLECTOR, MINOR, OR MAJOR ARTERIAL STREET. ALL RESIDENTIAL SUBDIVISION DEVELOPMENT CONTIGUOUS TO A COLLECTOR, MINOR, OR MAJOR ARTERIAL STREET SHALL ORIENT FRONTAGE TO A LOCAL STREET, AND BACK OF THE PROJECT, WITHOUT ACCESS TO THE SAID MAJOR STREETS.
- THE SEWER MAIN EXTENSION SHALL BE COMPLETED AND IN SERVICE BEFORE THIS PLAT CAN BE FILED TO ENSURE THE NEW LOTS HAVE ACCESS TO PUBLIC SEWER.

CERTIFICATE OF SURVEYING ACCURACY

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

DATE OF EXECUTION: _____

SIGNED: _____

REGISTERED LAND SURVEYOR NO. 1845 STATE OF ARKANSAS

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: _____

BENTONVILLE RE DEVELOPMENT LLC

CERTIFICATE OF APPROVAL

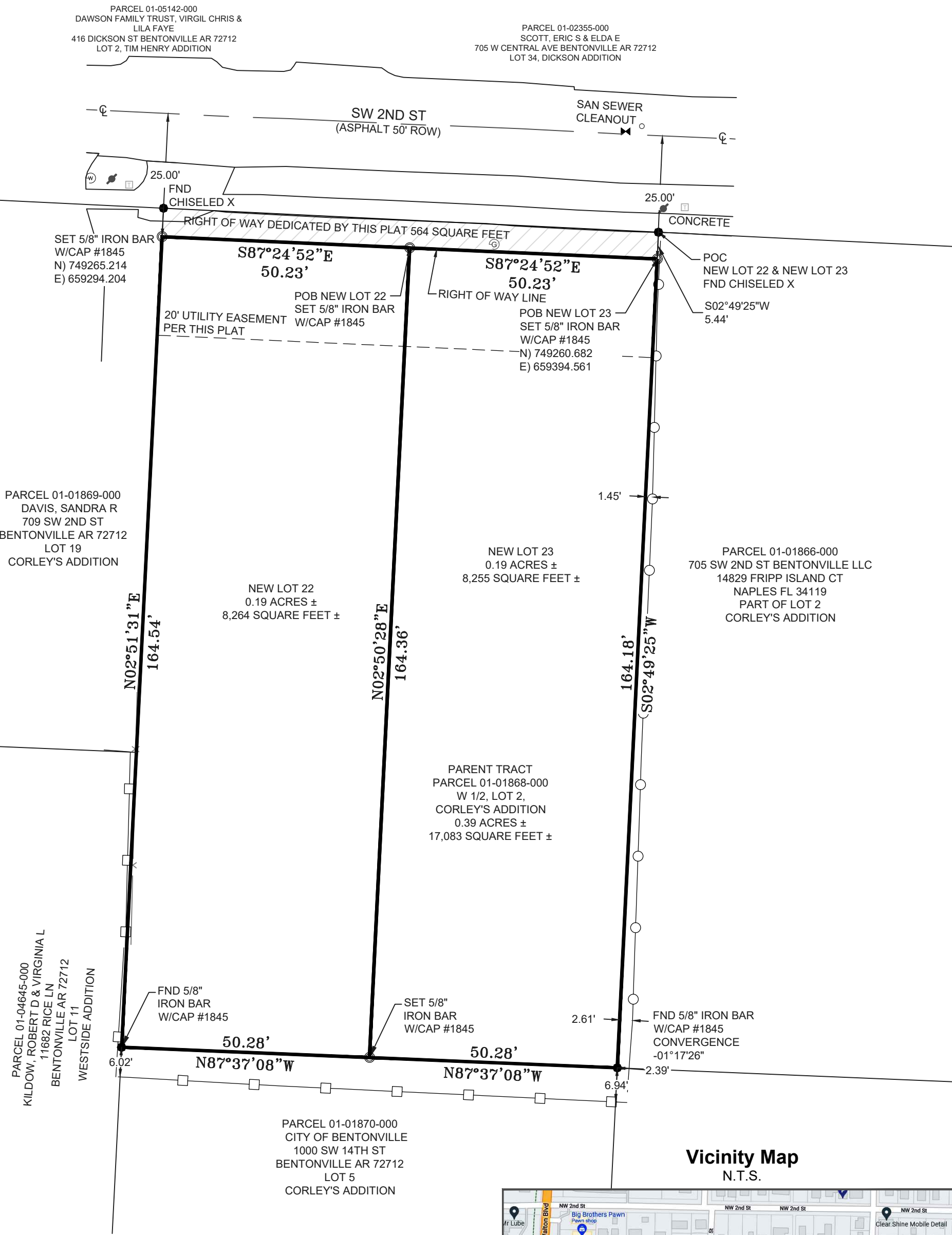
PURSUANT TO THE BENTONVILLE LAND DEVELOPMENT CODE AND ALL OTHER CONDITIONS AND APPROVAL HAVING BEEN COMPLETED, THIS DOCUMENT IS HEREBY ACCEPTED, THIS CERTIFICATE IS HEREBY EXECUTED UNDER THE AUTHORITY OF THE SAID RULES AND REGULATIONS.

DATE OF EXECUTION: _____

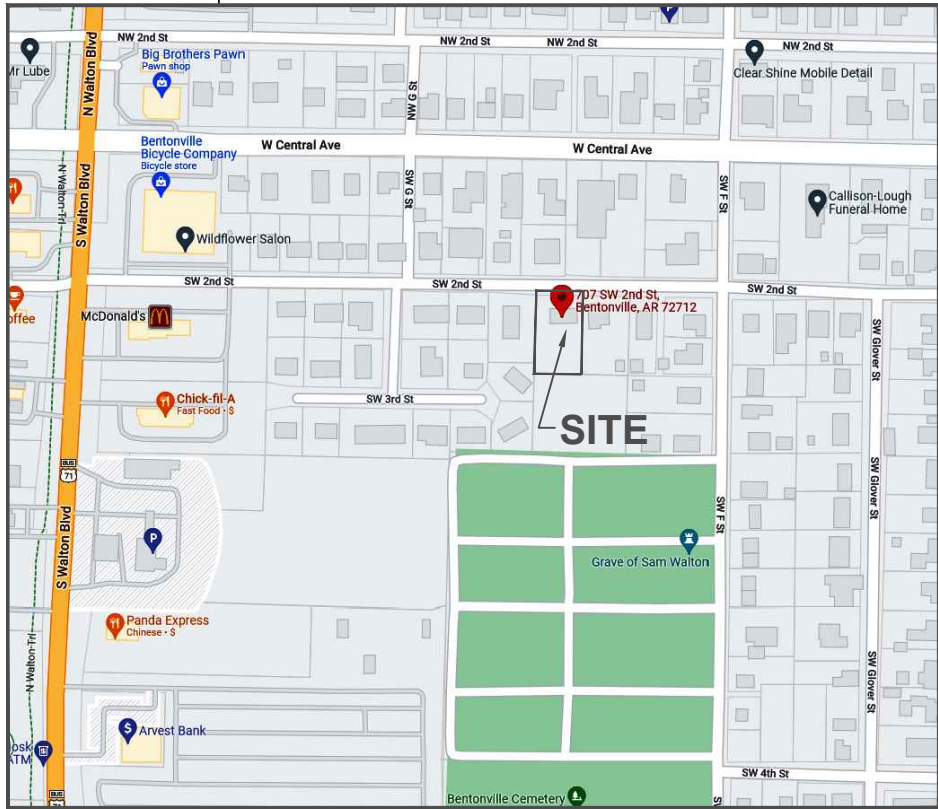
SIGNED _____
MAYOR

SIGNED _____
CITY CLERK

SIGNED _____
PLANNING COMMISSION CHAIRMAN



Vicinity Map
N.T.S.



LOT SPLIT FOR PART OF LOT 2 OF CORLEYS ADDITION CREATING LOTS 22 & 23

DEED DESCRIPTION:
THE WEST ONE-HALF OF LOT 2, CORLEY'S ADDITION, BENTONVILLE, BENTON COUNTY, ARKANSAS AND THE NORTH ONE-HALF OF A VACATED ALLEY ABUTTING SAID LOT 2, CORLEY'S ADDITION, SAID HALF ALLEY BEING A STRIP OF LAND 4 FEET IN WIDTH AND 100.5 FEET IN LENGTH.

NEW LOT 23 DESCRIPTION:
PART OF THE WEST HALF OF LOT 2 AND THE NORTH HALF OF THE VACATED ADJACENT ALLEY, CORLEY'S ADDITION, BENTONVILLE, BENTON COUNTY, ARKANSAS ALL BEING SITUATED IN SECTION 31, TOWNSHIP 20 NORTH, RANGE 30 WEST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID WEST HALF OF LOT 2; THENCE SOUTH 02°49'25" WEST ALONG THE EAST LINE THEREOF A DISTANCE OF 5.44 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 02°49'25" WEST CONTINUING ALONG SAID EAST LINE A DISTANCE OF 164.18 FEET THENCE NORTH 87°37'08" WEST A DISTANCE OF 50.28 FEET; THENCE NORTH 02°50'28" EAST A DISTANCE OF 164.36 FEET; THENCE SOUTH 87°24'52" EAST A DISTANCE OF 50.23 FEET TO THE POINT OF BEGINNING. CONTAINING 8,255 SQUARE FEET OR 0.19 ACRES MORE OR LESS. SUBJECT TO EASEMENTS AND RIGHTS OF WAY OF RECORD AND FACT IF ANY.

NEW LOT 22 DESCRIPTION:
PART OF THE WEST HALF OF LOT 2 AND THE NORTH HALF OF THE VACATED ADJACENT ALLEY, CORLEY'S ADDITION, BENTONVILLE, BENTON COUNTY, ARKANSAS ALL BEING SITUATED IN SECTION 31, TOWNSHIP 20 NORTH, RANGE 30 WEST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

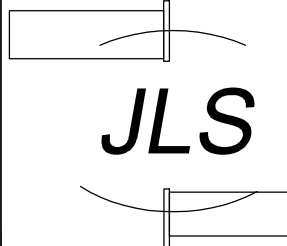
COMMENCING AT THE NORTHEAST CORNER OF SAID WEST HALF OF LOT 2; THENCE SOUTH 02°49'25" WEST ALONG THE EAST LINE THEREOF A DISTANCE OF 5.44 FEET; THENCE NORTH 87°24'52" WEST DEPARTING SAID EAST LINE A DISTANCE OF 50.23 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 02°50'28" WEST A DISTANCE OF 164.36 FEET; THENCE NORTH 87°37'08" WEST A DISTANCE OF 50.28 FEET TO THE WEST LINE OF SAID VACATED ADJACENT ALLEY; THENCE NORTH 02°51'31" EAST ALONG SAID WEST LINE AND ALONG THE WEST LINE OF SAID WEST HALF OF LOT 2 A DISTANCE OF 164.54 FEET; THENCE SOUTH 87°24'52" EAST A DISTANCE OF 50.23 FEET TO THE POINT OF BEGINNING. CONTAINING 8,264 SQUARE FEET OR 0.19 ACRES MORE OR LESS. SUBJECT TO EASEMENTS AND RIGHTS OF WAY OF RECORD AND FACT IF ANY.

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

Easements, other than possible easements which were visible at the time of making of this survey; building setback lines; restrictive covenants; subdivision restrictions; zoning or other land-use regulations, or any other facts which an accurate and current title search may disclose.
 - Every document of record reviewed and considered as a part of this survey is noted hereon. Only the documents noted hereon were supplied to the surveyor.
 - This plat represents a boundary survey of the parcel recorded in Deed Records, Document Number L202260002 at the Office of the Circuit Clerk Benton County, Arkansas.
 - The contractor must determine that proposed structures are clear of all boundary lines, easements, and meet building setback requirements before construction begins.
 - Basis of Bearings: Arkansas State Plane System North Zone (NAD 83)
 - This survey is valid only if the drawing includes the seal and signature of the surveyor.
 - This survey meets current "Arkansas Minimum Standards for Property Boundary Surveys and Plats."
 - No abstract of title, nor title commitment, nor results of title searches were furnished to the surveyor. There may exist other documents of record which would affect this parcel.
 - Declaration is made to the original purchaser of the survey and is not transferable to any additional institutions or subsequent owners.
 - This property is currently zoned DN-1
 - For the latest building setback check with the City of Bentonville Planning Department at 479-271-3122 or at <http://bentonvillear.com/195/Current-Planning>.
 - No attempt was made to show building setback lines graphically on the survey. Setback dimensions are based on the orientation of the building(s) to be constructed.
 - Subsurface and environmental conditions were not examined nor considered a part of this survey.
 - The locations of underground utilities as shown hereon are based on such above ground structures as were visible at the time of survey, and/or from record drawings provided to the surveyor. The location of underground utilities/structures may vary from locations shown hereon. No excavations were made during the progress of this survey to locate underground utilities/structures.
 - No attempt has been made as a part of this boundary survey to obtain or show data concerning existence, size, depth, condition, capacity, or location of any utility or facilities.
 - (BY GRAPHICAL PLOTTING ONLY)
This property is not located within any presently established 100-year flood plain as determined by the National Flood Insurance Program, flood insurance rate map for Benton County, Arkansas. Map Number 05007C0255K. Revised date June 5, 2012.

OWNER:
PARCEL 01-01868-000
BENTONVILLE RE DEVELOPMENT LLC
1706 CAROLYN ST
BENTONVILLE, AR 72712

CITY OF BENTONVILLE PROJECT NUMBER:
LS22-0067



James Layout Services, LLC
P.O. Box 611
Farmington, Arkansas 72730
Telephone: (479) 439-9929
survey@jlsnwa.com



Recording Information
Job Number: 22-350SPLIT
Field Work: AS
Drawn By: JWSJR
Checked By: MJ
Certificate of Authorization Arkansas Land Surveyor No. 2389
Date: 12/06/2022
Scale: 1"=20'
Basis of Bearings:(NAD83) Arkansas State Plane North Zone

GAS LINE	TELEVISION CABLE	PROPERTY LINES	BUILDING SETBACK	UTILITY POLE (WITH GUY WIRE)
TREE LINE	WOOD FENCE	CHAIN LINK FENCE	WIRE FENCE	PAINTED STRIPE
				EXISTING WATER LINE
				OVERHEAD ELECTRIC LINE
				UNDERGROUND ELECTRIC LINE

RECORD DISTANCE	RECORD BEARING	SANITARY SEWER MANHOLE	DECIDUOUS TREE	EVERGREEN TREE

CABLE RISER	TRAFFIC SIGNAL	SIGN	WATER METER	WATER VALVE	FIRE HYDRANT	GAS METER	DRAINAGE MANHOLE

LEGEND	MONUMENT FOUND (AS NOTED)	MONUMENT SET (AS NOTED)	AHTD P-O-W MONUMENT	BENCHMARK	GUARD POST	UTILITY POLE	TELEPHONE RISER	FIBER OPTIC TELEPHONE RISER	ELECTRICAL RISER

ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A LOT SPLIT OF PART OF LOT 2 OF CORLEY’S
ADDITION CREATING NEW LOTS 22 AND 23 OF CORLEY’S ADDITION AND
ACCEPTING DEDICATED RIGHT OF WAY TO THE CITY OF BENTONVILLE,
ARKANSAS; AND FOR OTHER PURPOSES.**

(PROJECT NUMBER: LS22-0067)

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the lot split of PART OF LOT 2 OF CORLEY’S ADDITION creating new LOTS 22 AND 23 OF CORLEY’S ADDITION AND ACCEPTING DEDICATED RIGHT OF WAY, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on May 20, 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 PART OF LOT 2 OF CORLEY’S ADDITION creating new LOTS 22 AND 23 OF CORLEY’S ADDITION AND ACCEPTING DEDICATED RIGHT OF WAY 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

For the City Council meeting on May 27, 2025

Details

Final Plat FP25-0006 of Lot 1, Walmart Campus Subdivision, Phase 17

A final plat of Lot 1 of Walmart Campus Subdivision, Phase 17. No easements or right of way are being dedicated. No waivers or variances are associated with this final plat.

 Pending PC Item



FP25-006
Walmart Campus Subdivision Phase 17
1106 SE 5th St

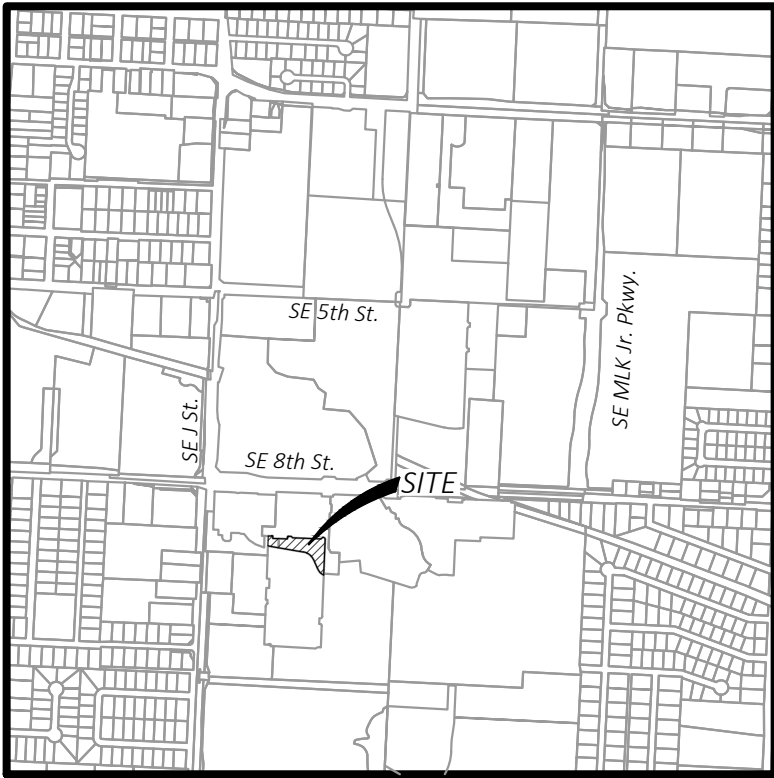


Final Plat of Lot 1, Walmart Campus Subdivision, Phase 17 Walmart Campus

1106 SE 5TH St
Bentonville, Benton County, Arkansas

GENERAL NOTES:

1. This plat represents a Final Plat of part of Lot 15, Shady Grove Subdivision per Plat Book 2005, Page 959 & part of Lot 1, Wal-Mart Subdivision No. 1 per Plat Book P2, Page 691 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 n shaded Zone "X" which are areas of 0.2% annual flood chance; areas of 1% annual flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and area protected by levees from 1% annual chance flood as determined by the National Flood Insurance, Flood Insurance Rate Map for Benton 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.bentonvilleplanning.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 4, Phase 7 of the Walmart Campus PUD at the time of submittal.



VICINITY MAP

NOT TO SCALE
Latitude: 36°21'46"N
Longitude: 94°11'40"W

Owner:
Parcel #'s 01-09122-000
Wal-Mart Stores Inc.
PO BOX 8050 MS 0555
BENTONVILLE AR 72712-8050
Contact: Joe Albright, (479) 273-4000

Owner:
Parcel #01-04106-000
North Arkansas Wholesale Co. Inc.
WAL MART PROPERTY TAX DEPT
PO BOX 8050 MS 0555
BENTONVILLE AR 72712-8050
Contact: Joe Albright, (479) 273-4000

Surveyors:
CEI Engineering Associates, Inc.
2600 NE 11th ST, 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. 1996, Page 68430

Subscribed and sworn before me, this _____ day of _____, 20____

Notary Public _____ My Commission Expires _____

Name & Address: North Arkansas Wholesale Co. Inc.

Print Name: _____

Source of Title: D.R. 2005, Page 42358

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 Community Development Director

CERTIFICATE OF SURVEYING ACCURACY:

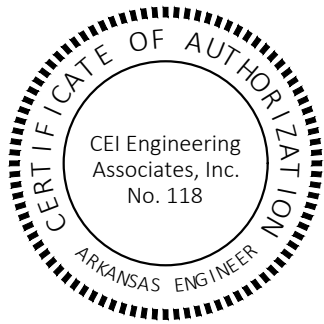
I, Dustin Riley, hereby certify that this plat correctly represents a boundary survey made by me and boundary markers and lot corners shown hereon actually exist and their location, type and material are correctly shown and all minimum requirements of the Arkansas Minimum Standards for Land Surveyors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

Date of Execution: _____

Signed: _____
Registered Land Surveyor
No.1618
State of Arkansas

ATLAS PAGE: 404

City of Bentonville Project # FP25-0006



REVISION

NO.	DESCRIPTION	DATE
1	1st Sub. Comments	04/21/2025



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 17
Walmart Campus
1106 SE 5TH St
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	4/21/2025
REVISION	REV-1

Cover Sheet

SHEET TITLE

SHEET NUMBER

1 OF 2

DRAWING LOCATION - S:\31000\31470\DRAWINGS\SURVEY\31470FP TREEHOUSE.DWG -- SAVED BY - WPIERSON

PARENT TRACT DESCRIPTIONS:

Part of Lots 1 and Part of a Vacated Street, Wal-Mart East Subdivision Number 1, per Plat Book P2, Page 691 in the public records of Benton County, Arkansas.

AND

Part of Lot 15, Shady Grove Subdivision per Plat Book 2005, Page 959 in the Public Records of Benton County, Arkansas.

Property Curve Table					
Curve #	Radius	Length	Delta	Chord Bearing	Chord Distance
C1	98.05'	29.20'	17°03'49"	N35°38'40"W	29.09'
C2	95.97'	33.16'	19°47'40"	N53°59'25"W	32.99'
C3	93.11'	27.22'	16°44'53"	N71°21'10"W	27.12'
C4	4.99'	8.54'	97°57'27"	N41°44'43"E	7.54'
C5	15.05'	24.92'	94°53'48"	S55°26'19"E	22.17'

Property Line Table		
Line #	Direction	Length
L1	S01°59'54"W	10.90'
L2	N54°48'43"W	31.80'
L3	N30°47'39"W	30.43'
L4	N24°48'06"W	70.18'
L5	N82°22'57"W	21.94'
L6	S88°38'41"E	21.98'
L7	N06°59'38"E	2.86'
L8	S79°13'58"E	9.60'
L9	S00°41'02"W	17.57'
L10	N02°02'39"E	12.60'
L11	S88°36'12"E	21.08'
L12	S43°14'24"E	12.80'
L13	N44°55'08"E	13.66'

LOT 1 DESCRIPTION:

A part of Lot 1, Part of Vacated Street, Wal-Mart East Subdivision Number 1 per Plat Book P2, Page 691, and Part of Lot 15, Shady Grove Subdivision per Plat Book 2005, Page 959 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 southerly Southwest Corner of Lot 1, Wal-Mart Campus Subdivision, Phase 10, per Plat Instrument #L202503017;
THENCE leaving the South Line of said Lot 1, South 01°59'54" West, 10.90 feet to a 5/8-inch rebar with cap LS1618 found at the Northeast Corner of Lot 1, Wal-Mart Campus Subdivision, Phase 12, per Plat Instrument #L2025_____;
THENCE along the North Line of said Lot 1, the following eight (8) courses:
1. North 54°54'43" West, 31.80 feet to a 5/8-inch rebar with cap LS1618;
2. North 30°47'39" West, 30.43 feet to a 5/8-inch rebar with cap LS1618;
3. North 24°48'06" West, 70.18 feet to a 5/8-inch rebar with cap LS1618;
4. Northwesterly along the arc of a curve to the left 29.20 feet, having a radius of 98.05 feet, through a central angle of 17°03'49", having a chord bearing and distance of North 35°38'40" West, 29.09 feet to a 5/8-inch rebar with cap LS1618;
5. Northwesterly along the arc of a curve to the left 33.16 feet, having a radius of 95.97 feet, through a central angle of 19°47'40", having a chord bearing and distance of North 53°59'25" West, 32.99 feet to a 5/8-inch rebar with cap LS1618;
6. Westerly along the arc of a curve to the left 27.22 feet, having a radius of 93.11 feet, through a central angle of 16°44'53", having a chord bearing and distance of North 71°21'10" West, 27.12 feet to a 5/8-inch rebar with cap LS1618;
7. North 82°22'57" West, 21.94 feet to a 5/8-inch rebar with cap LS1618;
8. North 80°13'04" West, 226.11 feet to a 5/8-inch rebar with cap LS1618;
THENCE departing said North Line, North 01°48'19" East, 69.02 feet to a 5/8-inch rebar with cap LS1618 set on the South Line of Lot 1, Walmart Campus Subdivision, Phase 10, per Plat Instrument #L202503017;
THENCE along said South Line, the following thirteen (13) courses:
1. South 88°38'41" East, 21.98 feet to a 5/8-inch rebar with cap LS1618;
2. North 06°59'38" East, 2.86 feet to a 5/8-inch rebar with cap LS1618;
3. South 79°13'58" East, 9.60 feet to a 5/8-inch rebar with cap LS1618;
4. South 00°41'02" West, 17.57 feet to a 5/8-inch rebar with cap LS1618;
5. South 88°02'24" East, 100.87 feet to a 5/8-inch rebar with cap LS1618;
6. North 02°02'39" East, 12.60 feet to a 5/8-inch rebar with cap LS1618;
7. Northeasterly along the arc of a curve to the right 8.54 feet, having a radius of 4.99 feet, through a central angle of 97°57'27", having a chord bearing and distance of North 41°44'43" East, 7.54 feet to a 5/8-inch rebar with cap LS1618;
8. South 88°36'12" East, 21.08 feet to a 5/8-inch rebar with cap LS1618;
9. South 43°14'24" East, 12.80 feet to a 5/8-inch rebar with cap LS1618;
10. South 87°48'01" East, 196.78 feet to a 5/8-inch rebar with cap LS1618;
11. North 44°55'08" East, 13.66 feet to a 5/8-inch rebar with cap LS1618;
12. Southeasterly along the arc of a curve to the right 24.92 feet, having a radius of 15.05 feet, through a central angle of 94°53'48", having a chord bearing and distance of South 55°26'19" East, 22.17 feet to a 5/8-inch rebar with cap LS1618;
13. South 02°11'07" West, 236.87 feet to the POINT OF BEGINNING containing 42,882 square feet or 0.98 acres, more or less.



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 17
Walmart Campus
1106 SE 5TH St
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	4/21/2025
REVISION	REV-1

Final Plat

SHEET TITLE
SHEET NUMBER

2 OF 2

ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A FINAL PLAT OF LOT 1 OF WALMART CAMPUS
SUBDIVISION PHASE 17 TO THE CITY OF BENTONVILLE, ARKANSAS; AND FOR
OTHER PURPOSES.
(PROJECT NUMBER: FP25-0006)**

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 17 to the City of Bentonville, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on May 20, 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 17 to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes;

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

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

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

PASSED AND APPROVED this _____ day of _____, 2025.

APPROVED:

ATTEST:

Stephanie Orman, Mayor

Malorie Marrs, City Clerk



Consent Agenda Item

For the City Council meeting on May 27, 2025

Details

Final Plat FP25-0005 of Lot 1, Walmart Campus Subdivision, Phase 18

A final plat of Lot 1 of Walmart Campus Subdivision, Phase 18. This is the area of Parking Deck 5 and 6 as well as office building number 7. All easements were dedicated per separate instrument. No waivers or variances are associated with this final plat.

Pending PC Item



THE CITY OF
BENTONVILLE

Final Plat of Lot 1, Walmart Campus Subdivision, Phase 18 Walmart Campus

814 Respect Drive
Bentonville, Benton County, Arkansas

GENERAL NOTES:

- This plat represents a Final Plat of Lot 2, and a vacated street of Wal-Mart East Subdivision Number 1 per Plat Book P2, Page 691, in the public records of Benton County, Arkansas.
- 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.
- 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.
- 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.
- This survey is valid only if the drawing includes the seal and signature of the surveyor.
- This survey meets the current Arkansas Standards of Practice for Property Boundary Surveys and Plats.
- 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.
- 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.
- The contractor must determine that proposed structures are clear of all boundary lines, easements, and meet building setback requirements before construction begins.
- By scaled map location and graphical plotting only. This property is located unshaded Zone "X" which are areas determined to be outside the 0.2% annual chance floodplain determined by the National Flood Insurance Program, Flood Insurance Rate Map for Benton County, Arkansas.
Map Number: 05007C0255K
Map Revised: June 5, 2012
- 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.
- 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.bentonvilleplanning.com or call the Planning Department @ 479-271-3122.
- 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.
- 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 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.
- All structures must maintain minimum of 20' clearance from all electric lines.
- BEUD's standard practice is to place underground equipment (transformers, secondary pedestals, junction boxes, etc.) on the lot line of a development. Any adjustments to the property line that result in our equipment not being on the lot line 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 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.
- Relocation of any existing electrical facilities shall be at the owner's expense.
- Owner/Developer shall coordinate with all local utilities to insure that each lot has water, sewer and electric service.
- Subject areas are subject to public utility, drainage, and emergency access easements as shown at Deed Instrument #L202110326.
- 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.
- There are no waivers, variances and/or conditional uses at the time of preparing this plat.
- 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
- The platted area falls within Zone 3, Phase 1 of the Walmart Campus PUD at the time of submittal.



VICINITY MAP

NOT TO SCALE
Latitude: 36°21'40"N
Longitude: 94°11'27"W

Owner:

Parcel # 01-09123-000
North Arkansas Wholesale Co. Inc.
PO BOX 8050 MS 0555
BENTONVILLE AR 72712-8050
Contact: Joe Allbright, (479) 273-4000

Surveyors:

CEI Engineering Associates, Inc.
2600 NE 11th St, 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: North Arkansas Wholesale Co. Inc.

Print Name: _____

Source of Title: D.R. 2006, Page 2826

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

Notary Public _____ My Commission Expires _____

Name & Address: Wal-Mart Stores Inc.

Print Name: _____

CERTIFICATE OF APPROVAL:

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

Date of Execution: _____

Signed: _____
Bentonville Planning Commission Chairman

Signed: _____
Mayor, City of Bentonville

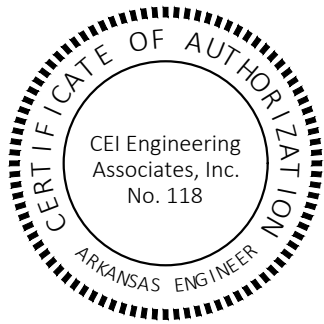
Signed: _____
City Clerk, City of Bentonville

CERTIFICATE OF SURVEYING ACCURACY:

I, 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	04/21/2025

ATLAS PAGE: 404

City of Bentonville Project # FP25-0005

State Survey Code: 500-20N-30W-0-32-130-04-1618



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 18
Walmart Campus
814 Respect Drive
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

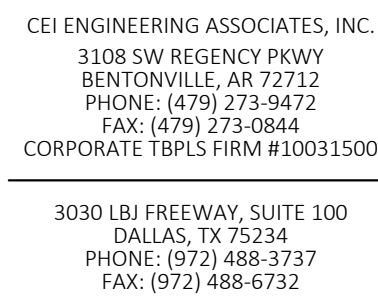
PROFESSIONAL OF RECORD	DGR
DESIGNER	WAP
FIELD WORK	CSS
CEI PROJECT NUMBER	31470
DATE	4/21/2025
REVISION	REV-1

Cover Sheet

SHEET TITLE

SHEET NUMBER

1 OF 2



Final Plat of Lot 1, Phase 18
Walmart Campus
814 Respect Drive
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	4/21/2025
REVISION	REV-1

Final Plat

SHEET TITLE

SHEET NUMBER

2 OF 2

ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A FINAL PLAT OF LOT 1 OF WALMART CAMPUS
SUBDIVISION PHASE 18 TO THE CITY OF BENTONVILLE, ARKANSAS; AND FOR
OTHER PURPOSES.
(PROJECT NUMBER: FP25-0005)**

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 18 to the City of Bentonville, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on May 20, 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 18 to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes;

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

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

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

PASSED AND APPROVED this _____ day of _____, 2025.

APPROVED:

ATTEST:

Stephanie Orman, Mayor

Malorie Marrs, City Clerk

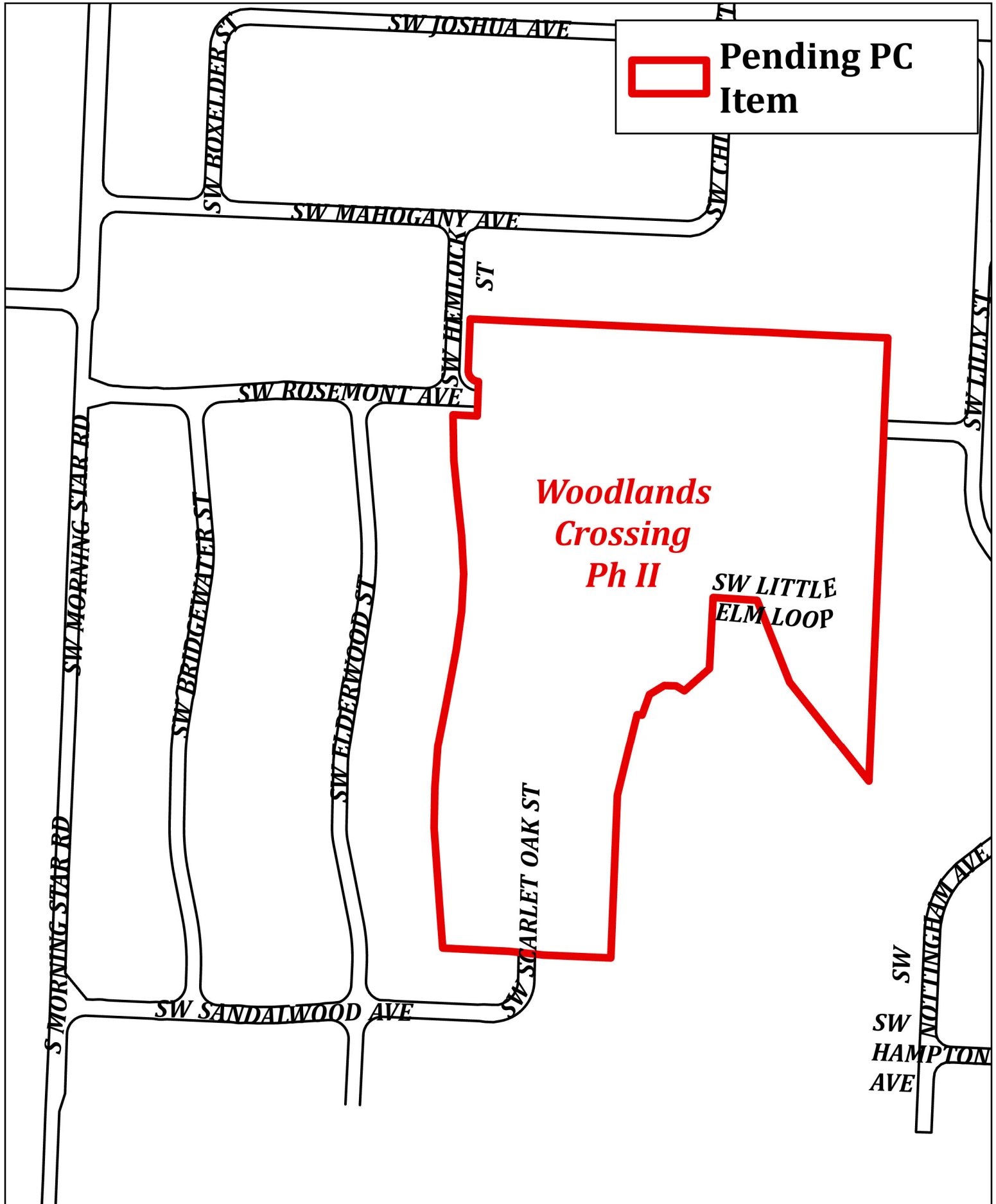


Consent Agenda Item

For the City Council meeting on May 27, 2025

Details

Woodlands Crossing Subdivision Ph. II consists of 44 single family detached lots, a possible "community lot" which is non-buildable at this time and zoned R-1. There are also POA non-buildable drainage lots.



FP24-0017
Woodlands Crossing PH II
SW Scarlet Oak St



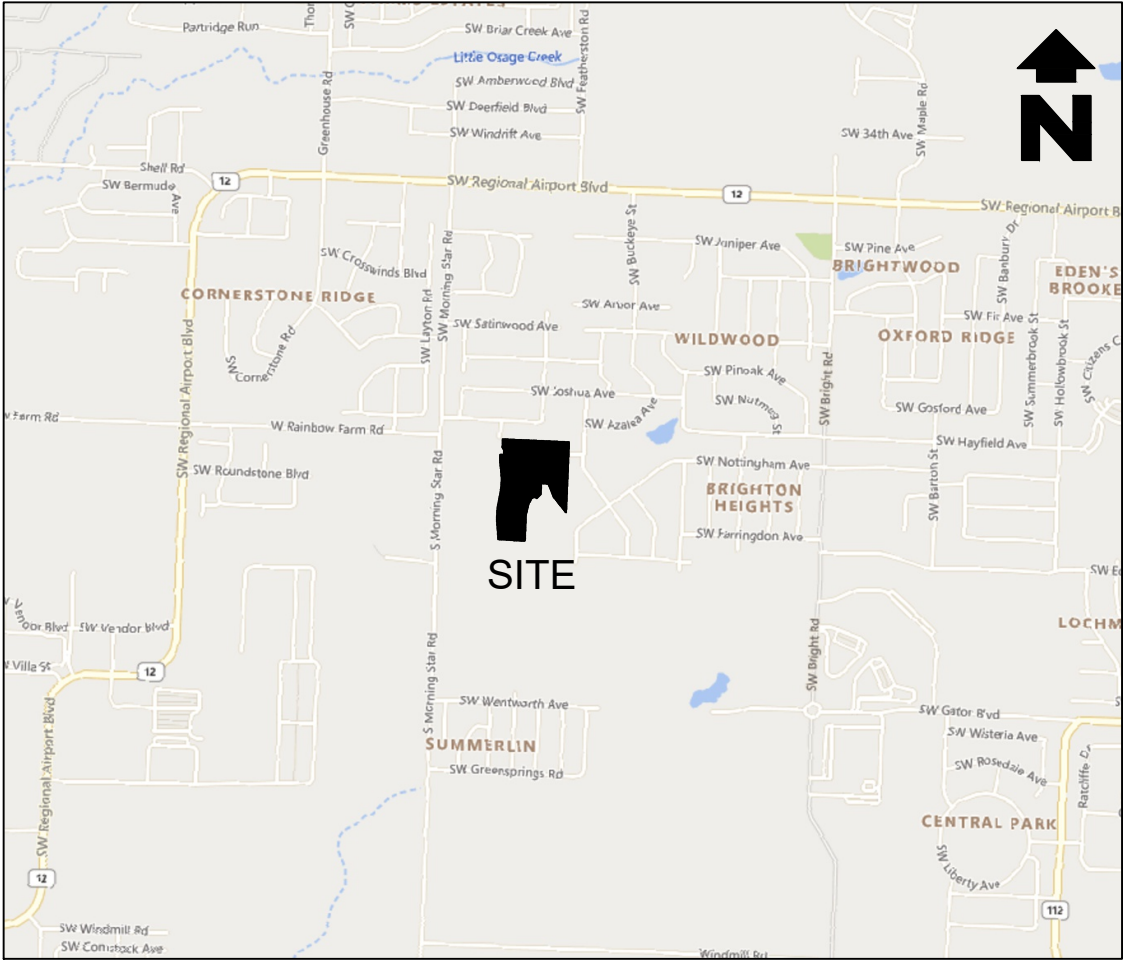
FINAL PLAT
WOODLANDS CROSSING
SUBDIVISION PH II
BENTONVILLE , ARKANSAS

REVISIONS		
NO.	DATE	DESCRIPTION
0	8/23/2024	INITIAL SUBMITTAL
1	11/01/2024	COB COMMENTS ON 10/7/2024
1	01/13/2025	COB COMMENTS ON 11/8/2024

CLIENT:
DREAM STRUCTURES
RESIDENTIAL LLC.
PO BOX 39
LOWELL, AR 72745

SURVEY NOTES:

- THIS PLAT REPRESENTS A FINAL PLAT OF THE PARCEL 01-19664-000 RECORDED ON INSTRUMENT No. L202156266 AT THE CIRCUIT CLERK OFFICE IN BENTON COUNTY, ARKANSAS.
- RECORD BEARINGS AND DISTANCES SHOWN IN THIS PLAT ARE BASED ON INSTRUMENT No. L202156266.
- NO ABSTRACT OF TITLE, NOR TITLE COMMITMENT, NOR RESULTS OF TITLE SEARCHES WERE FURNISHED THE SURVEYOR. THERE MAY EXIST OTHER DOCUMENTS OF RECORD WHICH WOULD AFFECT THIS PARCEL.
- THIS PROPERTY IS ZONED R-1 (SINGLE FAMILY RESIDENTIAL).
- 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 PLANNING DEPARTMENT @ 479-271-3122
- SUBSURFACE AND ENVIRONMENTAL CONDITIONS WERE NOT EXAMINED NOR CONSIDERED A PART OF THIS SURVEY.
- THE CONTRACTOR MUST DETERMINE THAT PROPOSED STRUCTURES ARE CLEAR OF ALL BOUNDARY LINES, EASEMENTS, AND MEET BUILDING SETBACK REQUIREMENTS BEFORE CONSTRUCTION BEGINS.
- EVERY DOCUMENT OF RECORD REVIEWED AND CONSIDERED AS A PART OF THIS SURVEY IS NOTED HEREON. ONLY THE DOCUMENTS NOTED HEREON WERE SUPPLIED THE SURVEYOR.
- DECLARATION IS MADE TO THE ORIGINAL PURCHASER OF THE SURVEY AND IS NOT TRANSFERABLE TO ANY ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS.
- SUBSURFACE AND ENVIRONMENTAL CONDITIONS WERE NOT EXAMINED NOR CONSIDERED A PART OF THIS SURVEY.
- BEFORE ANY WORK IN THE RIGHT-OF-WAY COMMENCES, CONTRACTOR AND OR OWNER IS TO CONTACT THE CITY ON THE INTENT AND TYPE OF WORK THAT WILL TAKE PLACE WITH-IN THE RIGHT-OF-WAY.
- OWNER/DEVELOPER SHALL COORDINATE WITH ALL LOCAL UTILITIES TO INSURE THAT EACH LOT HAS WATER, SEWER AND ELECTRIC SERVICE.
- SIDEWALKS SHALL BE THE RESPONSIBILITY OF THE BUILDER/OWNER AT THE TIME OF BUILDING PERMIT ISSUANCE.
- WETLAND GRAPHICALLY SHOWN ARE BASE OF THE U.S. FISH & WILDLIFE SERVICE INVENTORY MAPPER.
- THERE MAY NOT BE BE FENCES OR OTHER STRUCTURES BUILT IN ANY DRAINAGE EASEMENT.
- A SEPARATE PERMIT APPLICATION IS REQUIRED FOR ANY PROPOSED FENCING.
- 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.
- WE HEREBY GRANT TO THE CITY OF BENTONVILLE A BLANKET AVIGATION EASEMENT OVER THE ENTIRETY OF THIS SUBDIVISION PURSUANT TO MUNICIPAL CODE SECTION 401.12.
- THERE ARE NO WAIVERS, VARIANCES AND/OR CONDITIONAL USES AT THE TIME OF PREPARING THIS PLAT OR PLAN."



VICINITY MAP

Scale: 1" = 2,000'

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

CERTIFICATION 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 : _____
DREAM STRUCTURES RESIDENTIAL, LLC
STEVE FISHER, MANAGING MEMBER

CONTACT LIST

OWNER/DEVELOPER
DREAM STRUCTURES RESIDENTIAL LLC
(479) 466-4458
PO BOX 39
LOWELL AR 72745
(479) 466-4458

LAND SURVEYOR
SAND CREEK ENGINEERING & LAND
SURVEYING
1610 NW 12TH, BENTONVILLE, AR 72712

CIVIL ENGINEER
BENJAMIN JOSEPH PETERS, PE
4521 SEQUOIA AVE
SPRINGDALE, AR 72762
ENGINEERING AR. LIC #12174

STORMWATER
CITY OF BENTONVILLE
ALISON WEST
305 SW "A" STREET
BENTONVILLE, AR 72712
(479) 271-6719
jwest@bentonvillear.com

FIRE DEPARTMENT
CITY OF BENTONVILLE
JUSTIN SCANTLIN, FIRE CHIEF
800 SW "A" STREET
BENTONVILLE, AR 72712
(479) 271-5927, (479) 685-1096

PLANNING DEPARTMENT
CITY OF BENTONVILLE
TYLER OVERSTREET
305 SW "A" STREET,
BENTONVILLE, AR,
(480) (479) 271-3122

CITY ENGINEER
CITY OF BENTONVILLE
ELLEN NORVELL
3200 SW MUNICIPAL DRIVE,
BENTONVILLE, AR,
(479) 271-5993

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

WATER DEPARTMENT
CITY OF BENTONVILLE
BEAU THOMPSON,
3200 SW MUNICIPAL DRIVE,
BENTONVILLE, AR 72712,
(479) 271-3140

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

BLACK HILL ENERGY
JOSH KNIGHT
1301 FEDERAL WAY
PO BOX 2129
LOWELL, AR 72745
(479) 721-4543
Joshua.knight@blackhillscorp.com

WASTEWATER DEPARTMENT
CITY OF BENTONVILLE
CHRIS EARL
1901 N.E. "A" STREET,
BENTONVILLE, AR 72712,
(479) 271-3160

BUILDING AND FIRE SAFETY
CITY OF BENTONVILLE
BRAD ARNOLD
805 SW "A" STREET,
BENTONVILLE, AR 72712,
(479) 271-3108

GAS COMPANY
BLACK HILLS COOPERATION
JOSH KNIGHT,
1301 FEDERAL WAY, PO BOX 2129
LOWELL, AR 72745
(479) 333-7005
Joshua.knight@blackhillscorp.com

CABLE COMPANY
COX COMMUNICATIONS
TIMOTHY GOSS,
4901 S. 48TH STREET,
SPRINGDALE, AR 72762,
(479) 651-5583

TELEPHONE COMPANY
AT&T
BRENT BALWIN
1133 E. HAROLD STREET,
FAYETTEVILLE , AR. 72756
(479) 200-9022, (479) 571-6609
bb6585@att.com



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

SURVEYOR'S CERTIFICATE:

I, GRANT E. NEVILL, 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.

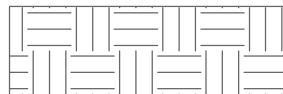
Date of Execution: _____

GRANT E. NEVILL
Registered Land Surveyor
State of Arkansas
Registration No. 1636

COB # FP24-0017
ATLAS PAGE # 524
DATE: 01/13/2025
PAGE: 1 OF 4
State Filing Code:
500-19N-31W-0-14-140-04-1636

SITE LEGEND

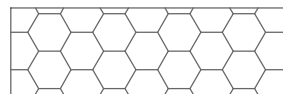
- MONUMENT SET (AS NOTED)
- MONUMENT FOUND (AS NOTED)
- ⊕ BENCH MARK
- SS (STOP SIGN)
- SLOW (SLOW CHILDREN X-ING SIGN)
- SLW-A (SLOW CHILDREN X-ING AHEAD SIGN)
- ST (STREET SIGN)
- PROPERTY LINES (PARENT TRACT)
- PROPERTY LINES (PER THIS PLAT)
- ADJOINING PROPERTY LINE
- EASEMENT LINE
- CENTERLINE OF ROAD
- 100 YR WSE (ELV. 1259.42)
- FENCE (WOOD)



DRAINAGE EASEMENT
PER PLAT L202156266



DRAINAGE EASEMENT
PER PLAT L202156266



PER PP18-0008, PH II LOTS 45
IS A COMMUNITY LOT OWNED &
MAINTAINED BY THE POA



APPROVED PH I
WOODLANDS CROSSING
PLAT L202156266



WETLANDS AREA

Parcel Line Table

Line #	Direction	Length
L3	S87°38'58"E	8.76
L4	N19°49'43"E	36.27
L5	N59°13'18"E	28.38
L6	S89°18'43"E	19.79
L7	S58°02'19"E	16.19
L8	N48°36'59"E	55.58

PARENT TRACT

PIN: 01-19664-000

A PART OF THE NW 1/4 OF NE 1/4 OF SECTION 14, TOWNSHIP 19 NORTH,
RANGE 31 WEST, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY
DESCRIBED AS FOLLOW:

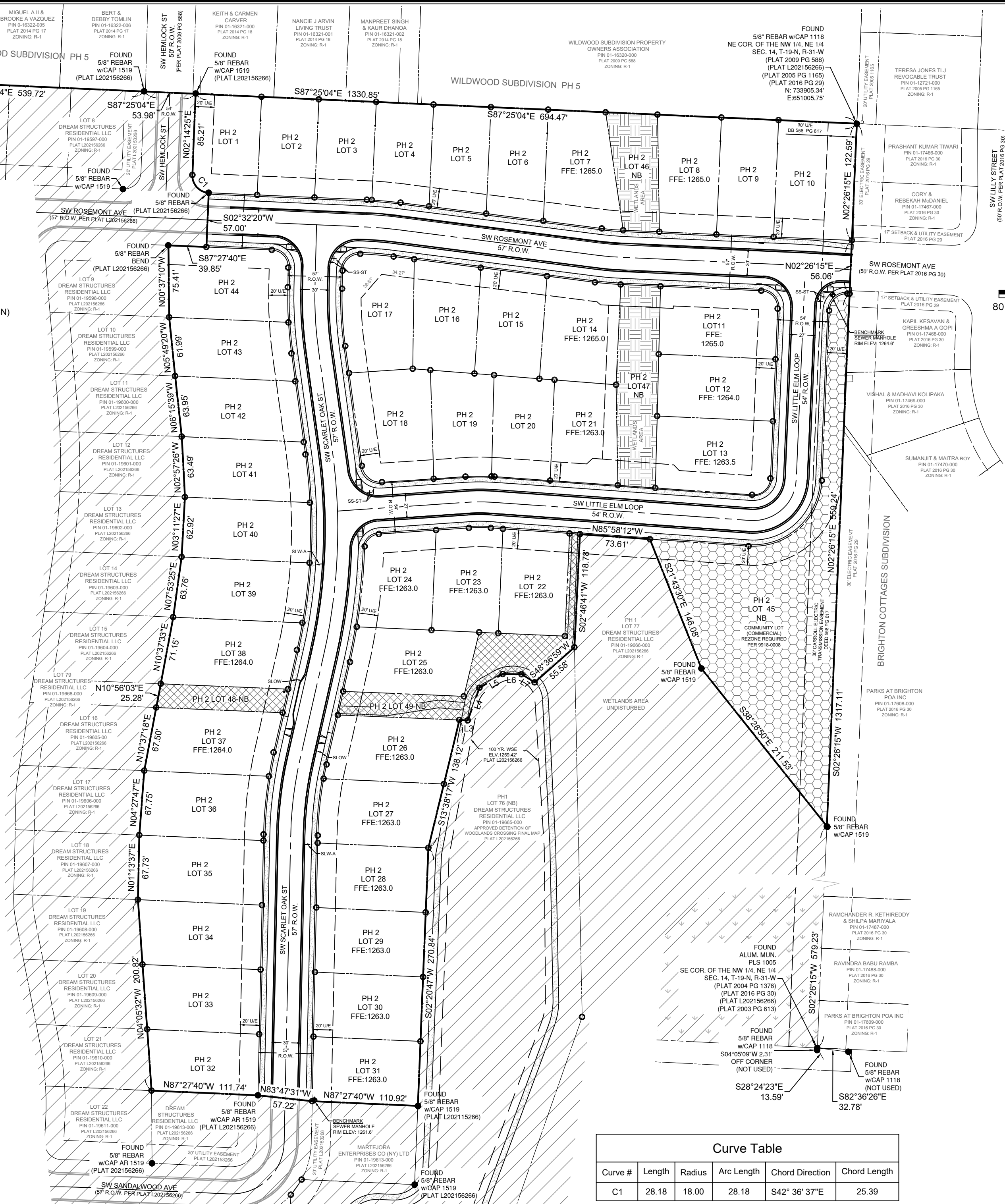
LOT 75 OF WOODLANDS CROSSING PH I SUBDIVISION, RECORDED IN
INSTRUMENT L202156266 IN BENTON COUNTY CLERK OFFICE.

SUBJECT TO ANY EASEMENTS, RIGHTS-OF-WAY, AND COVENANTS OF
RECORD OF FACT, IF ANY.

FLOOD STATEMENT:

(BY GRAPHICAL PLOTTING ONLY)

THIS PROPERTY IS NOT LOCATED WITHIN ANY PRESENTLY
ESTABLISHED 100-YEAR FLOOD PLAIN AS DETERMINED BY THE
NATIONAL FLOOD INSURANCE PROGRAM, FLOOD INSURANCE RATE
MAP FOR BENTON COUNTY, ARKANSAS. MAP NUMBER 05007C0255K.
REVISED DATE JUNE 5, 2012.



BASIS OF BEARINGS:
NAD 83 AR, NORTH ZONE
BASIS OF ELEVATIONS:
NAVD 88, GEOID 18

80' 0 80'

SCALE: 1" = 80'

CLIENT:
DREAM STRUCTURES
RESIDENTIAL LLC.
PO BOX 39
LOWELL, AR 72745

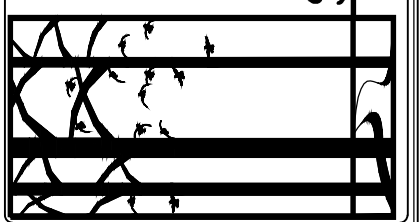
FINAL PLAT

SHEET:

WOODLANDS CROSSING
SUBDIVISION PH II
BENTONVILLE, ARKANSAS



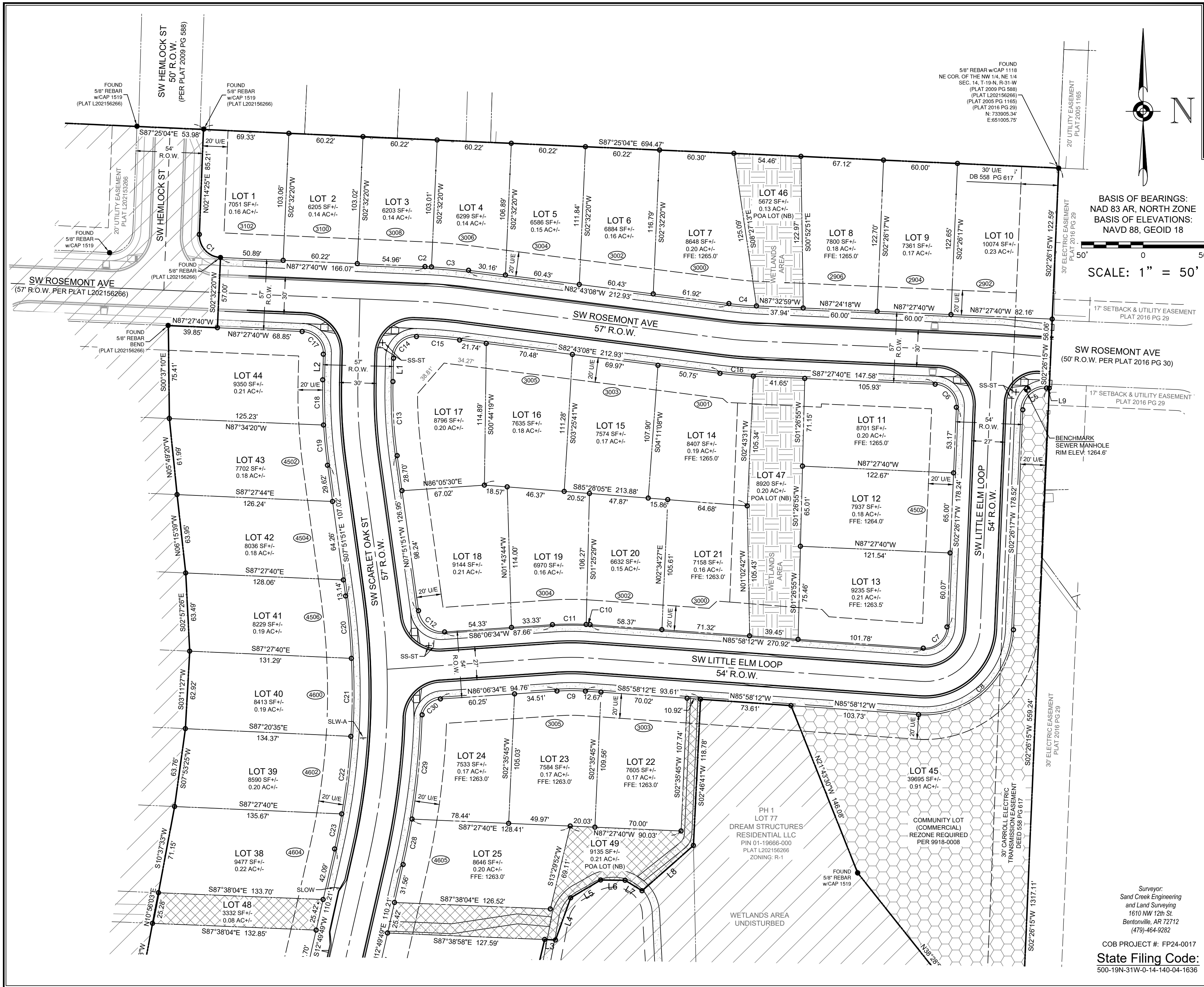
SAND CREEK
Engineering and Land Surveying
Bentonville, Arkansas (479) 464-9282



PLS:	G. NEVILL
CAD:	W. PEREIRA
FIELD:	W. PEREIRA
SCE PROJECT #:	23055
DATE:	01/13/2025
SHEET:	2 OF 4

Curve #	Length	Radius	Arc Length	Chord Direction	Chord Length
C1	28.18	18.00	28.18	S42° 36' 37"E	25.39

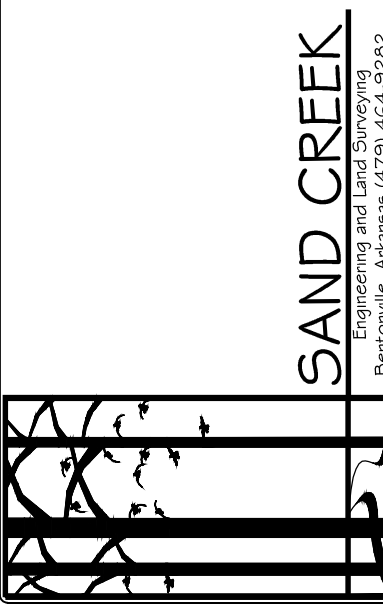
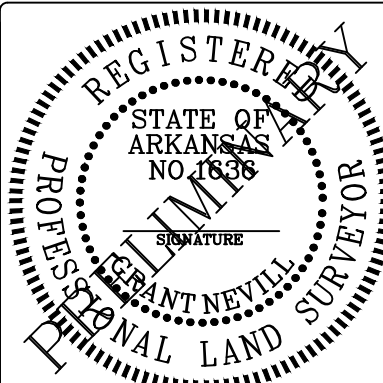
Surveyor:
Sand Creek Engineering
and Land Surveying
1610 NW 12th St.
Bentonville, AR 72712
(479)-464-9282
COB PROJECT #: FP24-0017
State Filing Code:
500-19N-31W-0-14-140-04-1636



CLIENT:
DREAM STRUCTURES
RESIDENTIAL LLC.
PO BOX 39
LOWELL, AR 72745

SHEET:
FINAL PLAT

PROJECT:
WOODLANDS CROSSING
SUBDIVISION PH II
BENTONVILLE, ARKANSAS



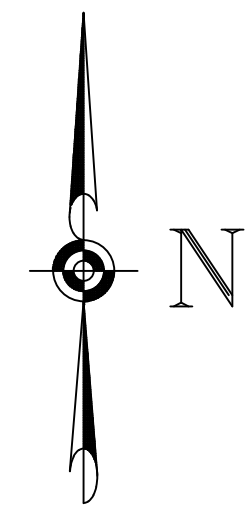
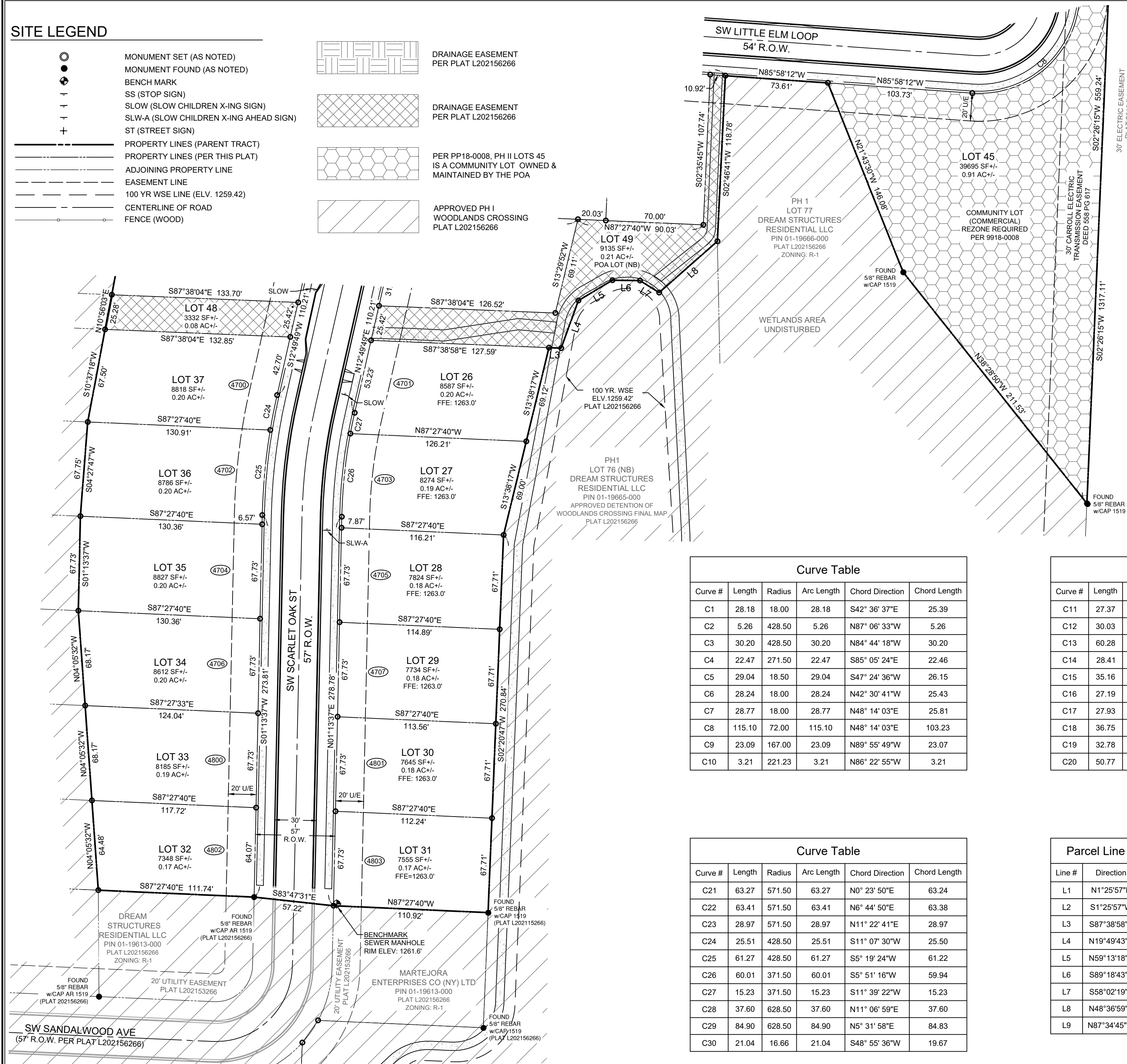
PLS:	G. NEVILL
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SCE PROJECT #:	23055
DATE:	01/13/2025
SHEET:	3 OF 4

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SITE LEGEND

- MONUMENT SET (AS NOTED)
● MONUMENT FOUND (AS NOTED)
+ BENCH MARK
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SLOW (SLOW CHILDREN X-ING SIGN)
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- DRAINAGE EASEMENT
PER PLAT L202156266
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PER PP18-0008, PH II LOTS 45
IS A COMMUNITY LOT OWNED &
MAINTAINED BY THE POA
APPROVED PH I
WOODLANDS CROSSING
PLAT L202156266



BASIS OF BEARINGS:
NAD 83 AR, NORTH ZONE
BASIS OF ELEVATIONS:
NAVD 88, GEOID 18

50' 0 50'
SCALE: 1" = 50'

Curve Table					
Curve #	Length	Radius	Arc Length	Chord Direction	Chord Length
C1	28.18	18.00	28.18	S42° 36' 37"E	25.39
C2	5.26	428.50	5.26	N87° 06' 33"W	5.26
C3	30.20	428.50	30.20	N84° 44' 18"W	30.20
C4	22.47	271.50	22.47	S85° 05' 24"E	22.46
C5	29.04	18.50	29.04	S47° 24' 36"W	26.15
C6	28.24	18.00	28.24	N42° 30' 41"W	25.43
C7	28.77	18.00	28.77	N48° 14' 03"E	25.81
C8	115.10	72.00	115.10	N48° 14' 03"E	103.23
C9	23.09	167.00	23.09	N89° 55' 49"W	23.07
C10	3.21	221.23	3.21	N86° 22' 55"W	3.21

Curve Table					
Curve #	Length	Radius	Arc Length	Chord Direction	Chord Length
C11	27.37	221.23	27.37	S89° 39' 28"W	27.35
C12	30.03	20.00	30.03	S50° 52' 38"E	27.29
C13	60.28	371.50	60.28	S3° 12' 57"E	60.21
C14	28.41	18.00	28.41	S46° 38' 43"W	25.55
C15	35.16	371.50	35.16	N85° 25' 50"W	35.15
C16	27.19	328.50	27.19	S85° 05' 24"E	27.18
C17	27.93	18.00	27.93	N43° 00' 52"W	25.21
C18	36.75	428.50	36.75	S1° 01' 27"E	36.73
C19	32.78	428.50	32.78	S5° 40' 21"E	32.77
C20	50.77	571.50	50.77	N5° 19' 09"W	50.75

Curve Table					
Curve #	Length	Radius	Arc Length	Chord Direction	Chord Length
C21	63.27	571.50	63.27	N0° 23' 50"E	63.24
C22	63.41	571.50	63.41	N6° 44' 50"E	63.38
C23	28.97	571.50	28.97	N11° 22' 41"E	28.97
C24	25.51	428.50	25.51	S11° 07' 30"W	25.50
C25	61.27	428.50	61.27	S5° 19' 24"W	61.22
C26	60.01	371.50	60.01	S5° 51' 16"W	59.94
C27	15.23	371.50	15.23	S11° 39' 22"W	15.23
C28	37.60	628.50	37.60	N11° 06' 59"E	37.60
C29	84.90	628.50	84.90	N5° 31' 58"E	84.83
C30	21.04	16.66	21.04	S48° 55' 36"W	19.67

Parcel Line Table		
Line #	Direction	Length
L1	N1°25'57"E	18.92
L2	S1°25'57"W	20.74
L3	S87°38'58"E	8.76
L4	N19°49'43"E	36.27
L5	N59°13'18"E	28.38
L6	S89°18'43"E	19.79
L7	S58°02'19"E	16.19
L8	N48°36'59"E	55.58
L9	N87°34'45"W	2.17

Surveyor:
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Bentonville, AR 72712
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COB PROJECT #: FP24-0017
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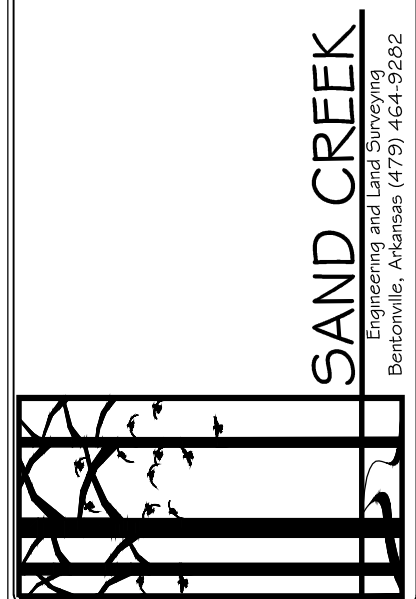
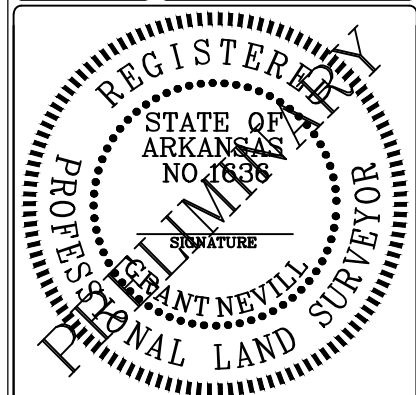
CLIENT:
DREAM STRUCTURES
RESIDENTIAL LLC.
P.O. BOX 39
LOWELL, AR 72745

FINAL PLAT

WOODLANDS CROSSING
SUBDIVISION PH II
BENTONVILLE, ARKANSAS

SHEET:

PROJECT:



PLS:	G. NEVILL
CAD:	W. PEREIRA
FIELD:	W. PEREIRA
SCE PROJECT #:	23055
DATE:	01/13/2025
SHEET:	4 OF 4

ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A FINAL PLAT OF LOTS 1 THROUGH 44
WOODLANDS CROSSING SUBDIVISION, PHASE 2 TO THE CITY OF
BENTONVILLE, ARKANSAS; AND FOR OTHER PURPOSES.
(PROJECT NUMBER: FP25-0017)**

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the final plat of LOTS 1 THROUGH 49 WOODLANDS CROSSING SUBDIVISION, PHASE 2 to the City of Bentonville, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on May 20, 2025;

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

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

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

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

Section 1: That the final plat of LOTS 1 THROUGH 44 WOODLANDS CROSSING SUBDIVISION, PHASE 2 to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes;

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

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

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

PASSED AND APPROVED this ____ day of _____, 2025.

APPROVED:

ATTEST:

Stephanie Orman, Mayor

Malorie Marrs, City Clerk



Consent Agenda Item

For the City Council meeting on May 27, 2025

Details

The project consists of approximately 40k SF of Class "A" office, 9k SF of neighborhood retail, 57k SF (150 room) hotel, 490k SF (500du) multifamily, 940 parking spaces and 20% open space (1.63 ac). Please see the attached PUD with the sheets labeled "updated" for the specific changes.

Planning Commission amended the PUD on May 20, 2025 to remove two roundabouts and to recharacterize the north-south road along the easterly property line as a private road with a public access easement, parallel parking, and built to public standards. The following improvements are to be 100% developer-funded:

1. The private north / south road.
2. A new signal at the northerly terminus of the private road and any necessary improvements to be determined at large-scale or preliminary plat approval.
3. Half-width improvements along the project for both Battlefield and Central.

PUD Amendment

May 9, 2025

PUD22-0002



TEAM

Developer: **Uncommon Developers**
16380 Roscoe Boulevard
Van Nuys, California 91406
818.517.5343

Opher Benrimon
opher@uncommondevelopers.com

Architect: **Modus Studio**
15 N. Church Ave #102
Fayetteville, AR 72701
479.455.5577

Chris Baribeau, AIA
chris@modusstudio.com

Civil Engineer: **McClelland Consulting Engineers**
1580 E Stearns St.
Fayetteville, AR 72703

Nathan Streett, PLA
nstreett@mce.us.com

Surveyor: **Anderson Engineering**
5311 Village Pkwy
Rogers, AR 72758

Nikolay Nedkov, PLS
nnedkov@ae-inc.com

drone photo of existing site



Narrative

1 Planned Unit Development Intent.

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

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

The PUD encompasses an **8.73 acre** site that is bound by Central Avenue on the Northwest and Battlefield Boulevard on the South. The development team and city planning have conceptually agreed to provide the traffic signal during the first phase of construction as the traffic study warrants. Upon dedication of new ROW along adjacent streets, the new resultant site area is approximately **8.15 acres**.

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

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

2 Description of Land Uses.

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

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

Class A Office.
Approximately 40,000 sf.

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

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

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

Narrative

3
Structural Design.

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

Neighborhood Retail, Hospitality + Office Building.

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

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

Housing.

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

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

Sustainability.

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



Ozark bluffs, falls, and flora



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



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



Narrative

4
Development Criteria.

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

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

A traffic report has been completed and a traffic signal is warranted at the Northeast edge of the site at Central Avenue and the new private drive. Uncommon agrees to install the traffic signal as part of the first phase of construction.

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

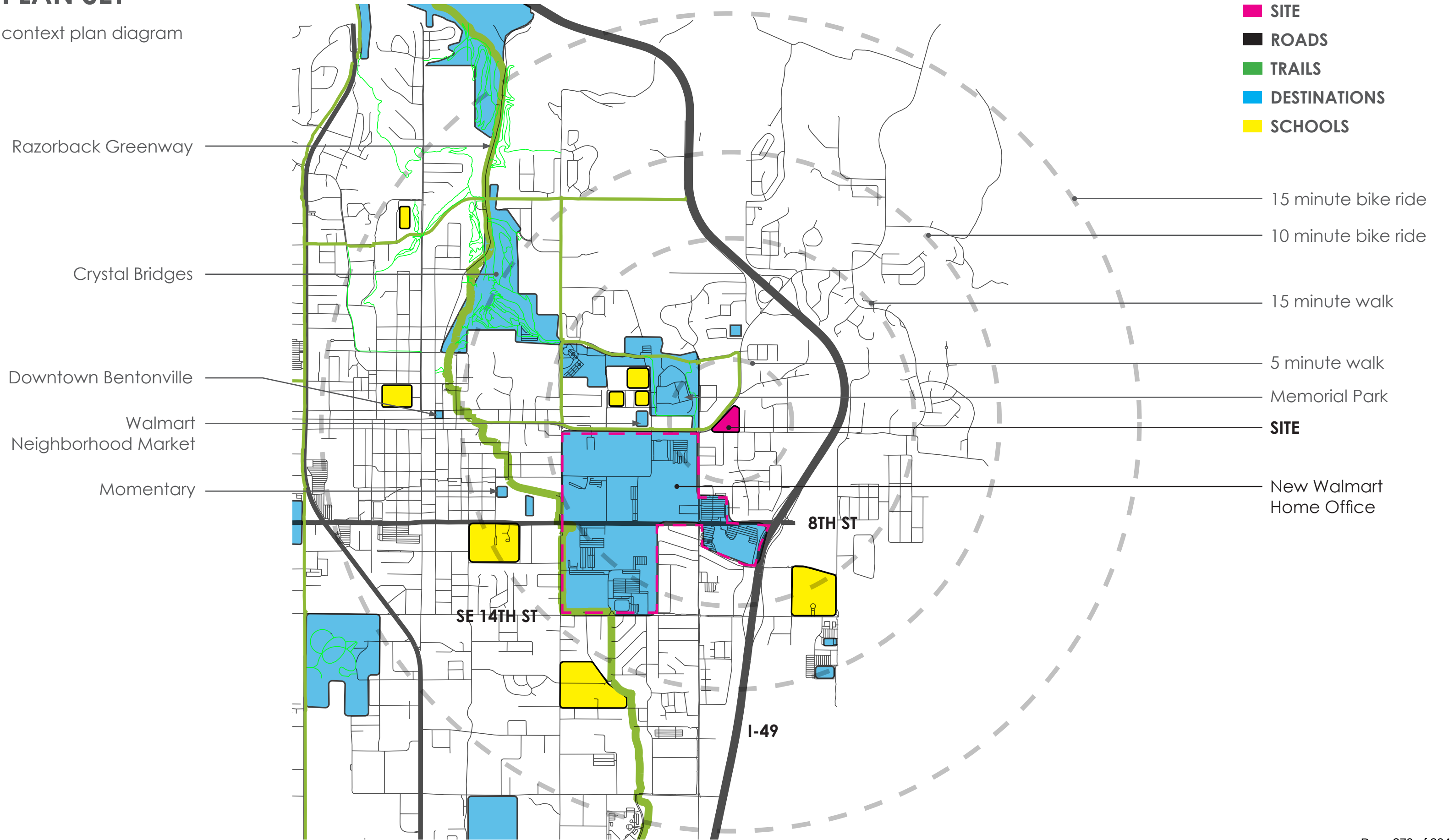


PUD Summary.

Site.	
Site Area:	8.15 acres (remaining after ROW dedication)
Open Space Required:	20% 1.63 acres
Open Space Provided:	20% 1.63 acres
Setbacks + Buffers.	
Central Avenue	20' Setback inclusive of overhead powerlines
Battlefield Boulevard	0' Setback from new edge of ROW
New Road	0' Setback from new edge of ROW
North Side Yard	10' Setback Existing Fencing Existing Trees Type A Screening per Landscape Requirements
Buildings.	
Neighborhood Retail:	9,000 SF
Office:	40,000 SF
Hospitality:	57,000 SF 150 hotel rooms
Housing + Amenities:	490,000 SF 500 units 62 units per acre
Parking Spaces:	940 +/- structured parking to have 25% compact spaces (7.5'X15')

PLAN SET

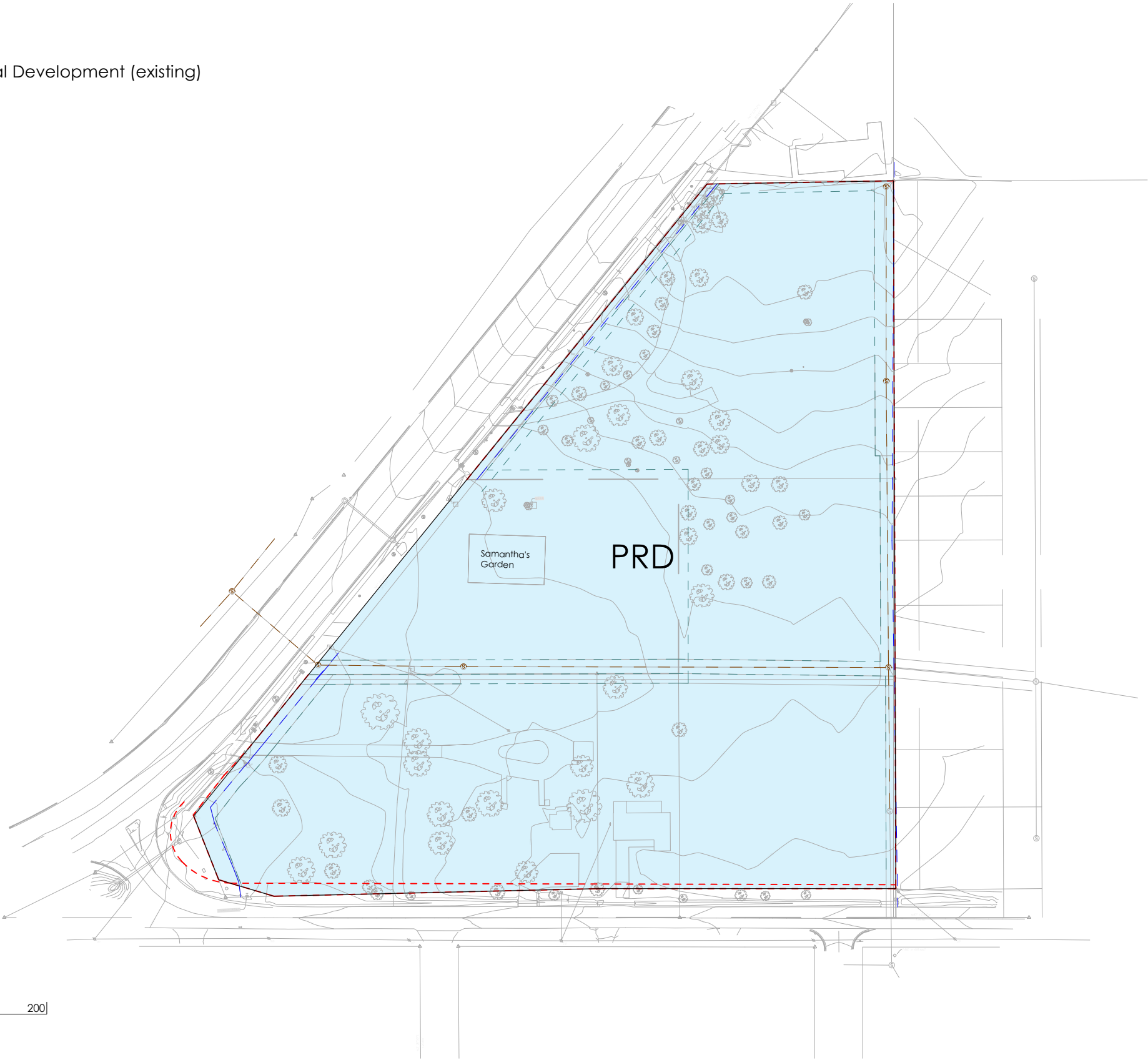
context plan diagram



PLAN SET

current zoning

Planned Residential Development (existing)

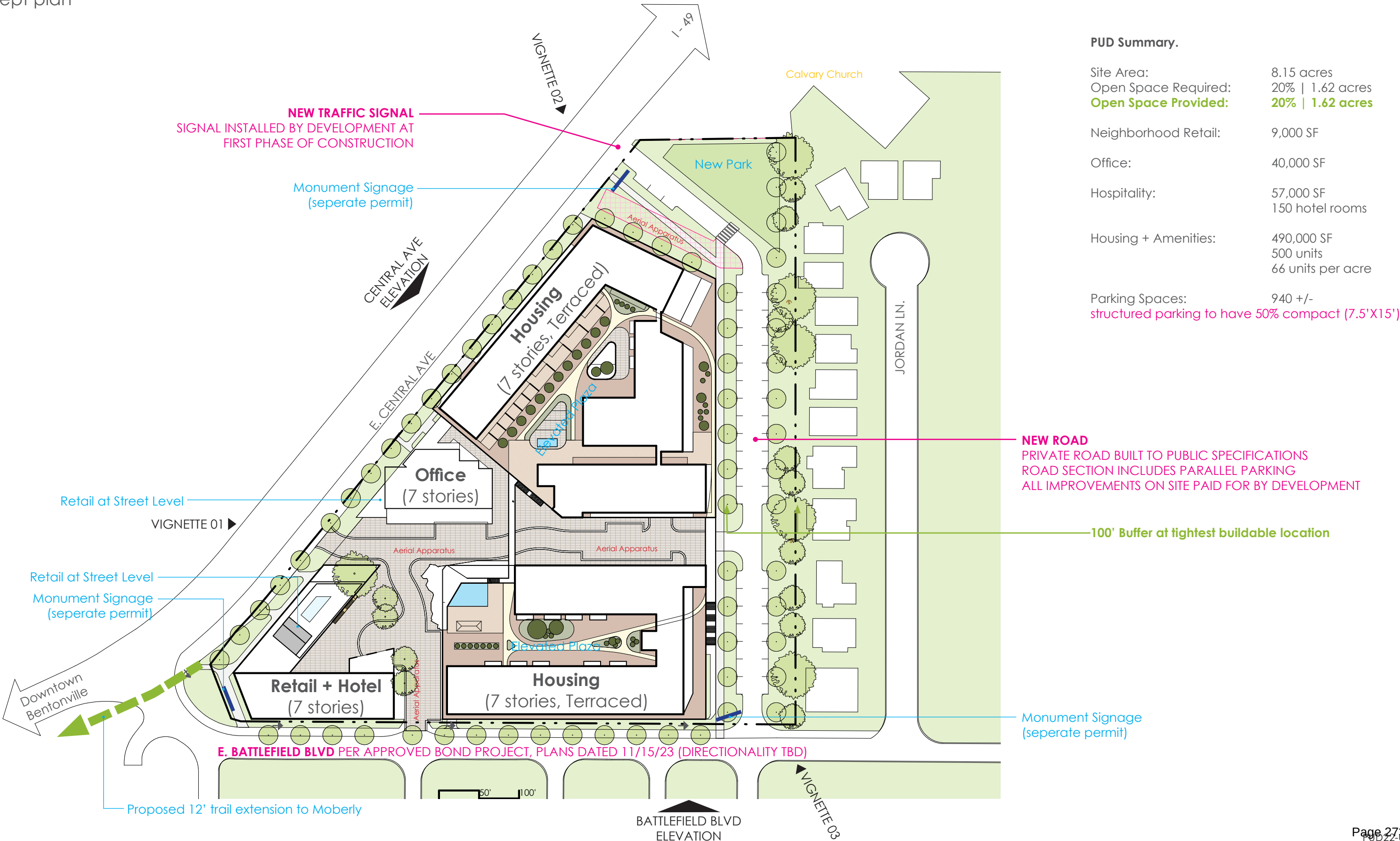


Zoning Intent.

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

PLAN SET

concept plan



PUD Summary.

Site Area:	8.15 acres
Open Space Required:	20% 1.62 acres
Open Space Provided:	20% 1.62 acres
Neighborhood Retail:	9,000 SF
Office:	40,000 SF
Hospitality:	57,000 SF 150 hotel rooms
Housing + Amenities:	490,000 SF 500 units 66 units per acre
Parking Spaces:	940 +/- structured parking to have 50% compact (7.5'X15')

PLAN SET

street elevations

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



Battlefield Boulevard Elevation



Central Avenue Elevation

Primary Materials



masonry (brick / brick screen / panelized stone)

Secondary Materials

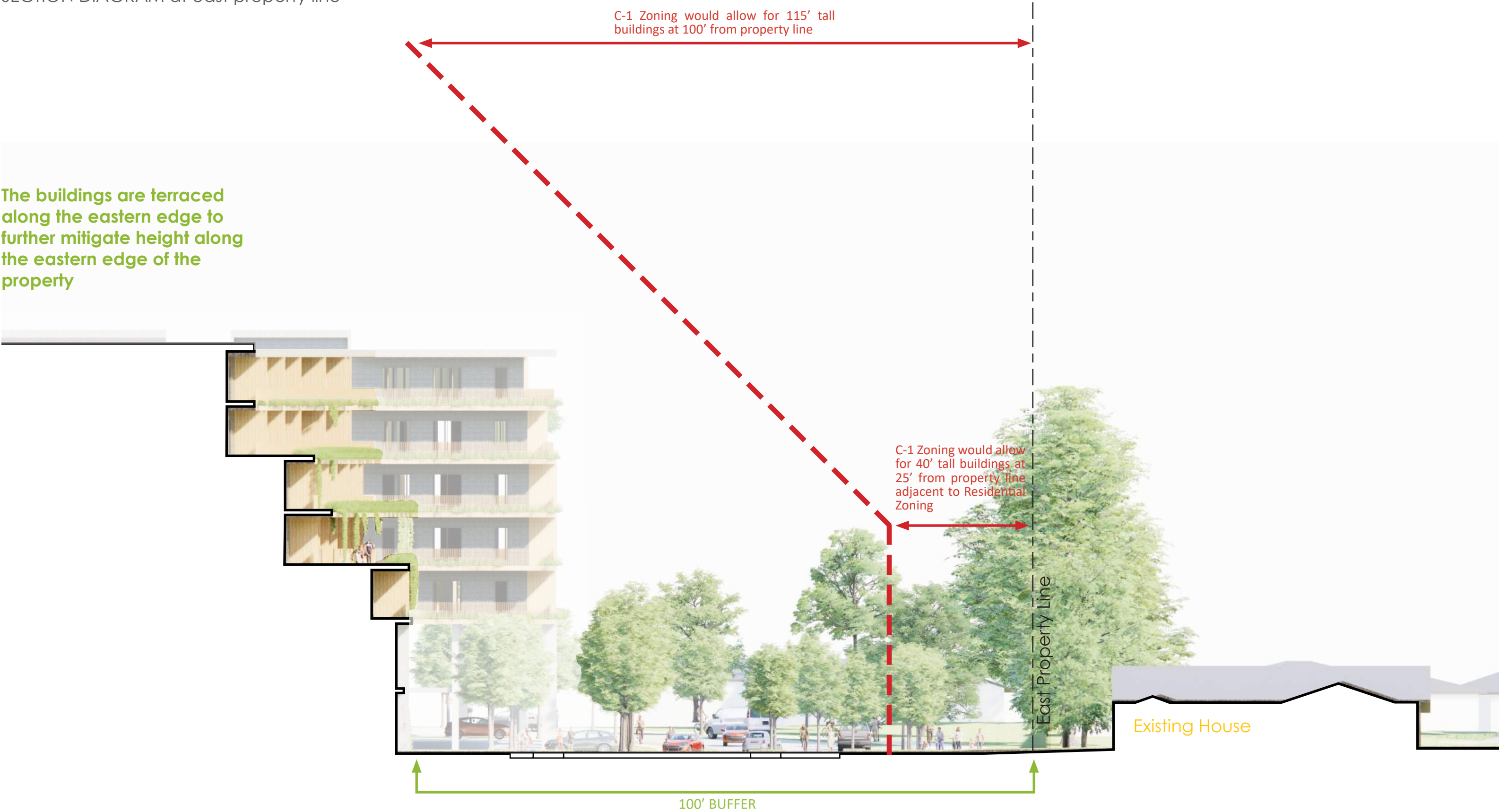


wood rainscreen (vertical / horizontal)

fiber cement board (lap / panel)

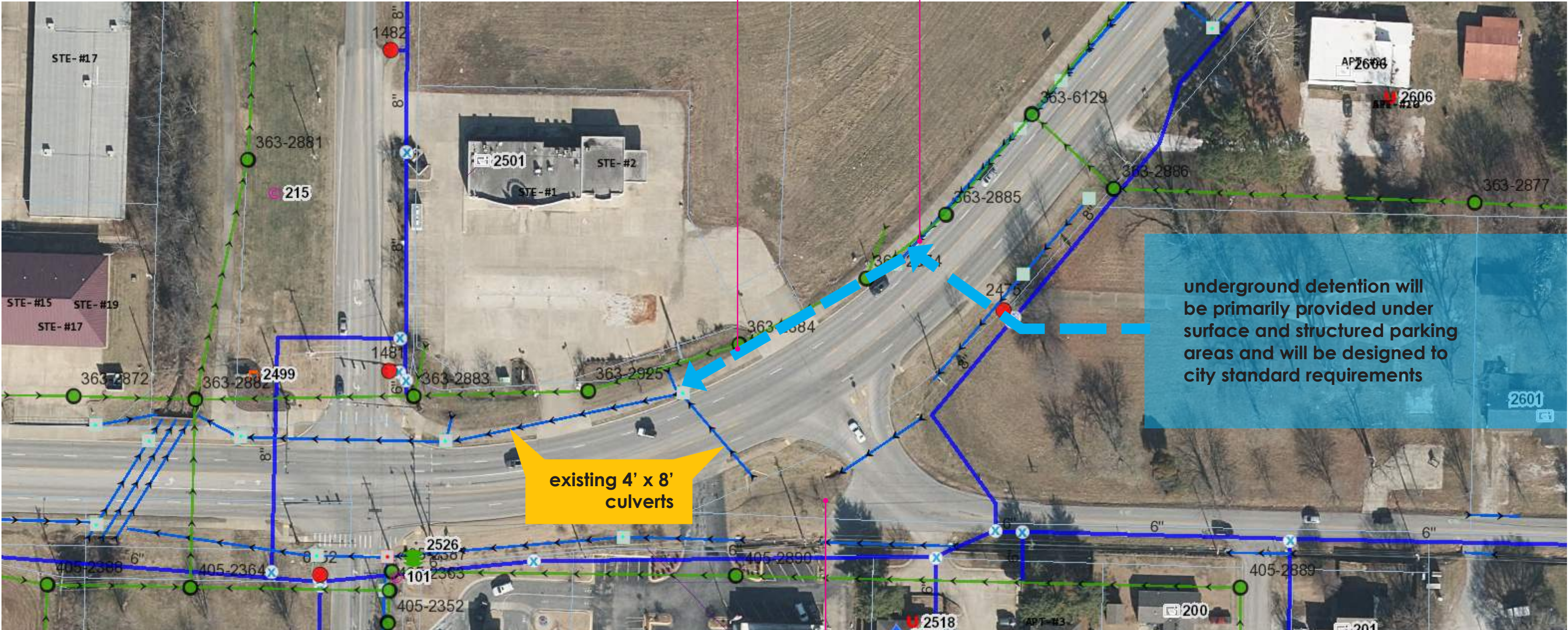
PLAN SET

SECTION DIAGRAM at east property line



PLAN SET

Drainage Diagram (CoB GIS reference image)



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

THE BATTLEFIELD BOULEVARD BOND PROJECT IS CURRENTLY DESIGNED TO ADD A NEW 4' X 8' CULVERT DISCHARGING AT THIS LOCATION, TO DRAIN STORMWATER TO THE EXISTING 4' X 8' CULVERT UNDER CENTRAL AVENUE

PLAN SET

place-making mixed-use project precedents



Lighting and atmosphere scaled to pedestrians



Building arrangements to control scale



Retail opportunities and integrated plaza space



Building form and landscape terraces



Vibrant retail and seasonal change



Elevated gardens as part of the architecture



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



Mixed-use balance between space and buildings

vignette looking east from Central Ave



vignette looking southeast from Central Ave



vignette looking north from Battlefield Blvd



PLAN SET

Parking Narrative.

Parking is provided for a wide variety of uses directly on the site. This includes structured parking at the multifamily buildings and surface parking at the internal plaza and along internal streets. Please see the diagram and calculations to the right for further explanation.

This is a very walkable and bikable development that will enable tenants and visitors alike to utilize the extensive Bentonville trail and sidewalk system to reach nearby amenities, parks, and the Downtown Square. The project will feature ample onsite, covered, and secure bike parking.

The management of the property will require all tenants to be parking permit-holders and access control will be maintained at the structured parking garages to ensure that shared parking options between residential tenants and office tenants are appropriately managed on site.

Additionally, hotel uses will include valet parking and considerations for ride-sharing accounts for logical reductions in required parking counts.

Note: Other on-street parking spaces may be available in the future along *New Road* and *Battlefield Boulevard*. However, the proposed parking calculations *do not* count on those potential spaces.

Required Parking Per Bentonville Code:

Commercial Office:	40,000 SF	118 spaces
(1 space per 300 SF up to 10,000 SF, 85% reduction for remaining 30,000 SF)		
Commercial Retail:	9,000 SF	36 spaces
(1 space per 250 SF)		
Hotel:	150 Rooms	165 spaces
(1.1 space per hotel room)		
Multifamily Units:	500 Units	750 spaces
(1.5 spaces per unit)		
		1,069 spaces

Proposed Parking:

Commercial Office:	40,000 SF	105 spaces
(1 space per 380 SF, assumes shared parking with multifamily spaces)		
Commercial Retail:	9,000 SF	36 spaces
(1 space per 250 SF)		
Hotel:	150 Rooms	118 spaces
(.79 space per hotel room)		
Multifamily Units:	500 Units	681 spaces
(1.35 spaces per unit)		
		940 spaces*

***The proposed parking assumes a basic shared parking among the uses. Additional elaboration and study will take place in the Large Scale Development Phase.**

> Institute of Traffic Engineers (ITE) parking calculations are provided below as a reference. ITE suggests parking counts could be even less than what is proposed.

Projected Site Generated Parking			
Building Type (Land Use)	ITE Land Use Code	Approximate Gross Floor Area or Other	Average ITE Weekday Parking Demand
Parking Rate*	221	(Dwelling Units)	1.32
Multifamily Housing (Mid-Rise)		500	661
Parking Rate*	710	(Sq. Ft. GFA)	3.03
General Office Building		40,000	121
Parking Rate*	820	(Sq. Ft. GFA)	1.95
Shopping Center		9,000	18
Parking Rate*	310	(Rooms)	0.79
Hotel		150	118
Total			918
* Trip Rates from "PARKING GENERATION MANUAL", 5th Ed., ITE.			

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.



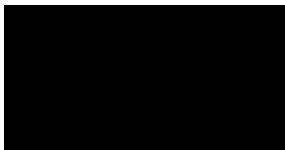
Compatibility

☐ **Compatibility with Neighboring Development**

(Is the rezone compatible with recent development activity in the surrounding area?)

Name: Chris Baribeau Date: _____

Signature





MEMORANDUM

April 9, 2025

TO: Uncommon Developers

FROM: Nathan Becknell, P.E., PTOE, PTP

SUBJECT: Battlefield Mixed-Use Development
Traffic Review – Site Change

LOCATION: E Central Avenue and E Battlefield Boulevard
Bentonville, Arkansas



INTRODUCTION

Traffic Engineering Consultants, Inc. (TEC) prepared a Traffic Impact Analysis (TIA) for the Battlefield Mixed-Use Development on March 12, 2023. Since that TIA was submitted the site map has changed as shown in **Figure 1**. The site map from the 2023 TIA is shown in **Figure 2**.

CONSIDERATIONS

The two site maps show the same uses and locations on the site as well as the same access and traffic circulation routes. The proposed eastbound one-way restriction for Battlefield Boulevard is no longer shown. The change from one-way to two-way would provide an additional, less desirable, route for traffic and represents a less conservative plan for traffic impacts. Levels-of-service would be expected to improve at the nearby proposed signalized intersection as a result of the introduction of an additional route. Prohibited left for Battlefield Boulevard at its intersection with Central Avenue may be considered.

SUMMARY

The traffic impact analysis from March 12, 2023 is pertinent for the most recent site map and may be considered current.

Traffic Engineering Consultants, Inc.

6000 S. Western Avenue, Suite 300 | Oklahoma City, Oklahoma 73139 | Ph. 405-720-7721

6931 S. 66th E. Avenue, Suite 100 | Tulsa, Oklahoma 74133 | Ph. 918-481-8484

217 E. Dickson Street, Suite 106 | Fayetteville, Arkansas 72701 | Ph. 479-335-5636

Website: www.tecusa.com

PLAN SET

amended concept plan
2025.02.25

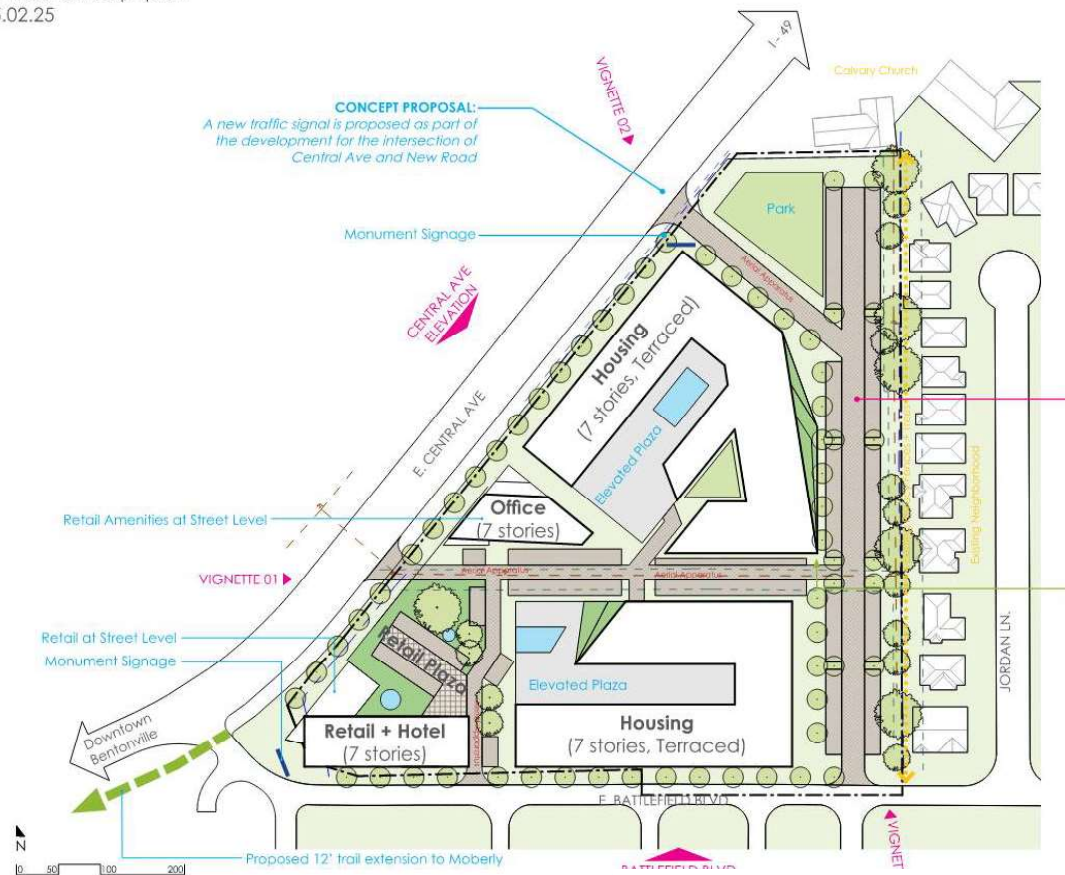


FIGURE 1. Current Site Map
Battlefield Mixed-Use
Bentonville, Arkansas

Central + Battlefield : Bentonville, Arkansas

modus studio

scheme 05 - level 01

program targets

site: 7 acres
mt: 500-600 (400,000 - 480,000 sf)
office: 40,000 - 50,000 sf
retail: 5,000-10,000 sf
hotel: 150 keys
type: 5 over 2

multifamily:	450,000 sf: 470 units @ 950 sf per unit average (requires 1.5 spaces per unit = 705 spaces)
office:	40,000 sf @ levels 1-7 (requires 1 space per 300 sf = 133 spaces)
retail:	9,000 sf @ level 1 (requires 1 space per 250 sf = 36 spaces)
hotel:	150 keys (requires .5 spaces per key = 75 spaces)
parking:	required: 949 structured: 394 + 432 = 816 surface: 09 parallel 87 standard provided: 941



FIGURE 2. Site Map
Battlefield Mixed-Use
Bentonville, Arkansas

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

☐ I / we have no objections to the rezoning.

☒ I / we object to the rezoning because:

*I strongly object to and oppose this re-zoning.
because the traffic is already congested in this area
day and night and a multi-unit development would
only make a bad problem worse.*

Signature and Physical Address

Signature and Physical Address

*Before you grant those proposals
you need to have the infra-
structure to support them -
which you well know is your
live in Bentonville!*

Henry Weinberger
[REDACTED]

Bentonville, AR, 72712
[REDACTED]

May 1st, 2025

Subject: Public Comment re. Uncommon Develops at North East Corner of Central and Battlefield for May 6th Public Hearing

To Whom It May Concern,

I am writing to provide a public comment on the proposed update for the **Uncommon Develops** property located at the **North East Corner of Central and Battlefield**

As a community member who regularly uses the Battlefield corridor to commute into Downtown Bentonville, I have concerns that the proposed design does not adequately address the needs of local residents. I respectfully request that the Council seek clarifying information on the current plan and require a more comprehensive safety study that incorporates feedback from those who use this route daily, before making a decision to proceed.

One specific area of concern is the left-turn intersection from Battlefield Road onto Central Avenue. Currently, this is a dangerous maneuver, as it requires drivers to turn left from a stop sign onto a busy thoroughfare. The current proposal from Battlefield Developments does not clearly address how traffic will safely flow from Battlefield onto Central Avenue. Given the ongoing development in this corridor, including the introduction of a new hospital and other key infrastructure, this intersection will only become more critical.

I would appreciate further clarification from the developers on several points:

- Is the proposed alleyway between Battlefield and Central intended as a thoroughfare for vehicles attempting to turn left onto Central Avenue (Figure 1)? If not, what is the expected pathway to maintain a safe connection to the core of Downtown from Battlefield?
- The traffic study suggests that prohibiting left turns from Battlefield Boulevard may be considered (Figure 2). If this decision occurs, and for anyone that drives this corridor, we know this is long overdue, what is the plan to ensure people, cars, and bikes can safely move from this development through to other parts of the city?

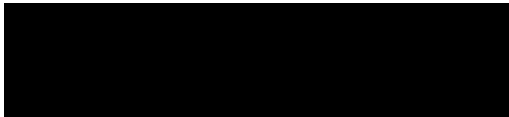
- The eastern part of the property includes a private drive with surface parking. This raises questions about how traffic will move safely and effectively through the development, particularly at the intersection in question (Figure 3).

As a next step, I urge the Council to consider this feedback carefully and request that the developers conduct a more thorough safety assessment. It is essential to ensure that access to core Bentonville is not compromised by incomplete traffic planning. As the design currently stands, the eastern lane does not appear to support through-traffic, and no clear plan exists for safely managing eastbound traffic from Battlefield onto Central Avenue.

I believe there are alternative, shared-responsibility solutions between the City and the developers, such as a roundabout or a controlled traffic signal at Central Avenue, that would better ensure public safety and accommodate future traffic volume. I understand the proposed roundabout has not materialized due to issues associated with a possible cost share with the City. However, the current design as proposed does not set the development up for success. I ask the Council to raise the above questions with the developer to gain further clarity, and request a more thorough traffic safety assessment that takes into account the forecasted growth of Battlefield prior to proceeding.

Thank you for your attention to this matter

Henry Weinberger



Enclosed: Screenshots from agenda packet highlighted in Memo above.

Figure 1 - Traffic Flow from Battlefield to E. Central Avenue

Central + Battlefield : Bentonville, Arkansas

Updated

UNC

PLAN SET

concept plan

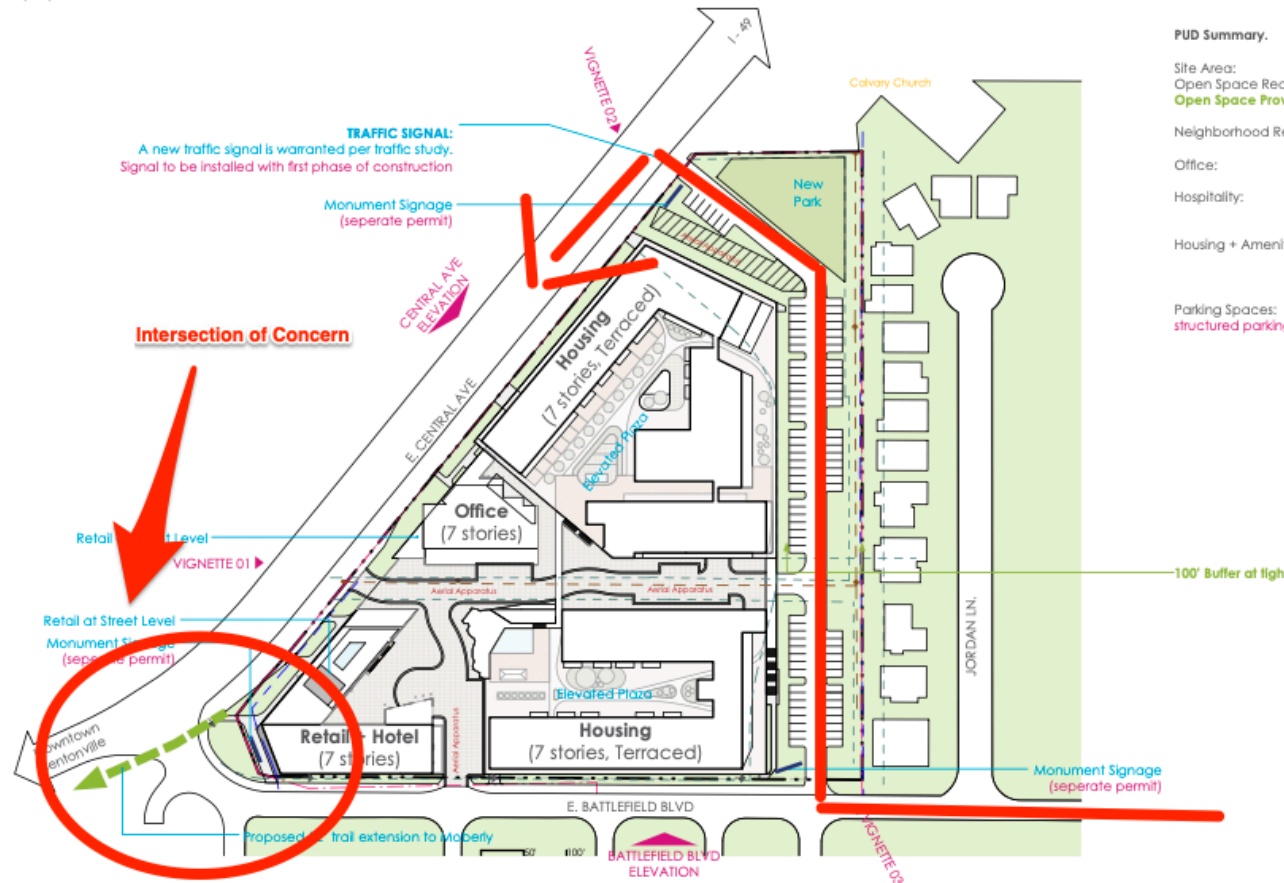


Figure 2 - Memorandum re. Prohibited left from Battlefield onto Central Avenue

	MEMORANDUM	April 9, 2025
TO:	Uncommon Developers	
FROM:	Nathan Becknell, P.E., PTOE, PTP	
SUBJECT:	Battlefield Mixed-Use Development Traffic Review – Site Change	
LOCATION:	E Central Avenue and E Battlefield Boulevard Bentonville, Arkansas	



INTRODUCTION

Traffic Engineering Consultants, Inc. (TEC) prepared a Traffic Impact Analysis (TIA) for the Battlefield Mixed-Use Development on March 12, 2023. Since that TIA was submitted the site map has changed as shown in **Figure 1**. The site map from the 2023 TIA is shown in **Figure 2**.

CONSIDERATIONS

The two site maps show the same uses and locations on the site as well as the same access and traffic circulation routes. The proposed eastbound one-way restriction for Battlefield Boulevard is no longer shown. The change from one-way to two-way would provide an additional, less desirable, route for traffic and represents a less conservative plan for traffic impacts. Levels-of-service would be expected to improve at the nearby proposed signalized intersection as a result of the introduction of an additional route. Prohibited left for Battlefield Boulevard at its intersection with Central Avenue may be considered.

SUMMARY

The traffic impact analysis from March 12, 2023 is pertinent for the most recent site map and may be considered current.

Figure 3 - Statement re. Intended Use of Eastern Lane of Property



479.455.5577
modusstudio.com
15 n. church ave. #102
fayetteville, ar 72701
contact@modusstudio.com

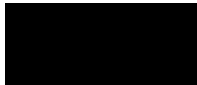
PUD22-0002 - REVISED CONCEPT PLAN

Tyler,

Thank you for continuing to work with us on the Central + Battlefield project so we can move this project forward. Per our ongoing discussions, we have submitted a revised concept plan for the project to revert the design to the originally approved Planning Commission submission regarding the eastern portion of the property. The eastern portion is shown as a private drive with surface parking and a traffic signal at the intersection of our northeastern curb cut at Central Avenue.

Our understanding of this process is to revisit this with the Planning Commission and then back to City Council.

Thank you for your time.



Chris Baribeau
modus studio

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORD 2023-091; AND FOR OTHER PURPOSES.

(PROJECT NUMBER: PUD22-0002)

WHEREAS, on April 11, 2023 City Council approved Ordinance 2023-091 creating PUD22-0002 for Central and Battlefield;

WHEREAS, Uncommon Developers have filed a petition to further amend PUD22-0002;

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;

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held May 20, 2025 in the Council Chambers of the City of Bentonville;

WHEREAS, the amendments include removing the previously approved roundabouts and public street along the easterly edge of the project and installing a private road with a traffic signal on Central; and

WHEREAS, the Planning Commission voted to recommend to the City Council that the petition be approved and that said PUD be amended as shown on the attached “Central + Battlefield PUD Amendment, dated March 21, 2025 (Amendment).”

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

Section 1: That the above described PUD is hereby amended in accordance with the city zoning laws and state laws;

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

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

PASSED AND APPROVED this _____ day of _____, 2025.

APPROVED:

ATTEST:

Stephanie Orman, Mayor

Malorie Marrs, City Clerk



Consent Agenda Item

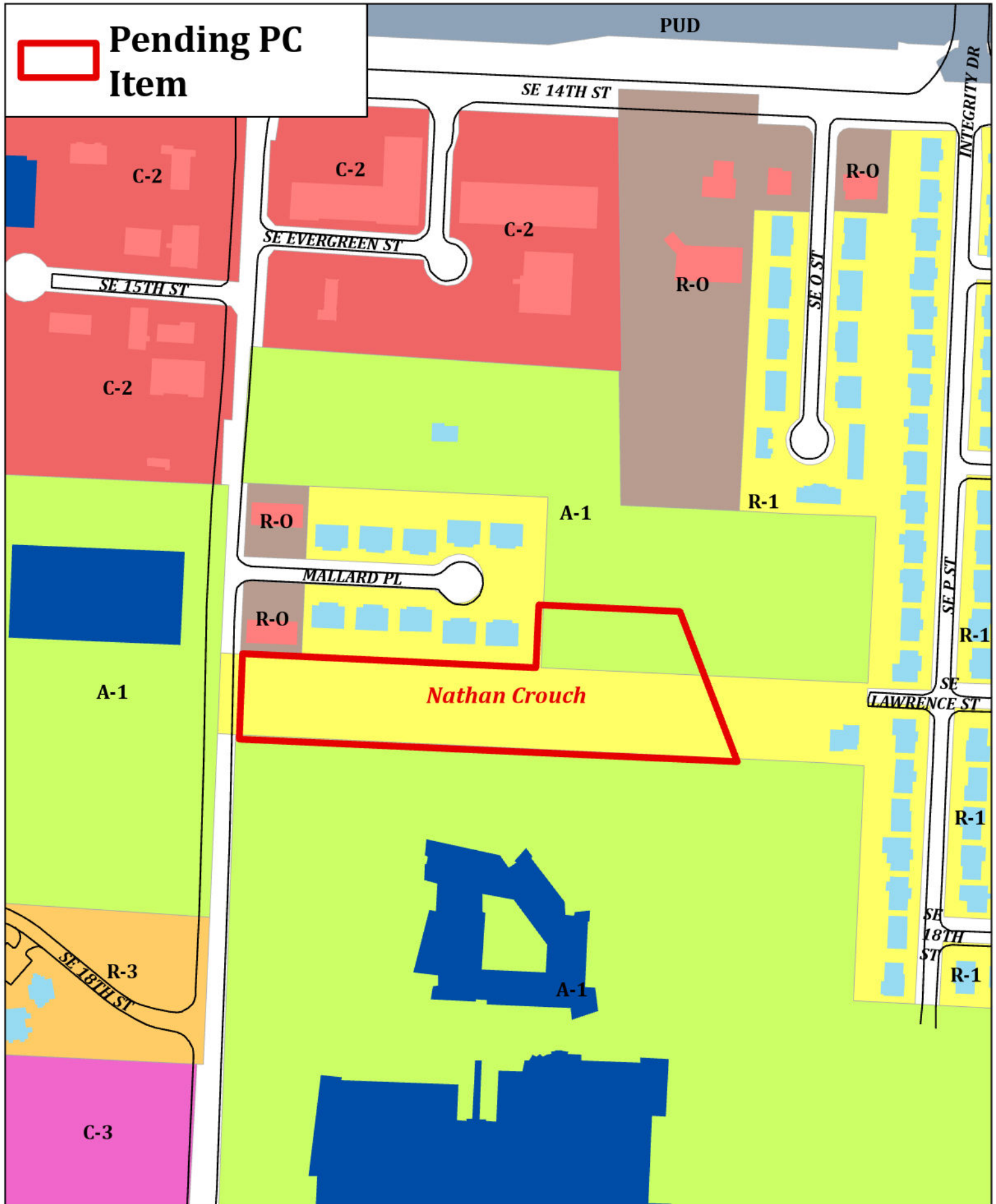
For the City Council meeting on May 27, 2025

Details

This item was tabled at the May 6th Planning Commission meeting to allow time for a deeper review of state law regarding the sale of tobacco and similar products near school property. Note: The City of Bentonville currently does not have any ordinances prohibiting the sale of tobacco products near school or public property.

The subject property is located at 1703 SE J ST. The property is presently zoned R-1, Low Density Single Family Residential, and A-1, Agriculture with a current Future Land Use designation of Urban Corridor. The property has direct access to SE J ST. Surrounding zoning districts include R-1, Low Density Single Family Residential to the north and east; R-O, Residential Office to the north; A-1 Agriculture to the north, south, and west; C-2, General Commercial further to the north along SE J ST; R-3, Medium-High Density Multi-Family Residential further to the south along SE J ST; and C-3, Mixed-Use Commercial further to the south along SE J ST.

 Pending PC Item



RZ25-0020
Nathan Crouch
1703 SE J ST



May 22, 2025

To: City of Bentonville Planning Commission and City Council

RE: J-Street Mixed Use – rezoning request

Planning Commission and City Council members,

On behalf of the developer, Scope Towers, LLC, McClelland Consulting Engineers requests rezoning approval of 1703 SE J St, Bentonville, Ar., a 4.72 acre parcel (APN: 01-20429-000), in preparation for a mixed-use development. The subject property is east of the Bentonville High School football field, and north of Bentonville High School, off SE J St.

Traffic from the proposed development will primarily be driven by the proposed apartment complex and commercial space. By the property being near the Razorback Greenway, the development will be promoting pedestrian and bicycle access for both tenants and workers to be able to come and go from the site, beyond the typical use of a motorized vehicle. To discourage putting additional traffic onto SE J Street, parking would be kept to the City's minimum requirements for parking stalls.

Any proposed signage will be designed to meet the planning design standards set by the City of Bentonville.

The property has a mix of wooded area, cleared lawn area, and an agricultural pond in the rear.

There is adequate water to serve the subject property; an existing 12" water main runs along the western property line (parallel to SE J Street), and there is an existing 8" sewer main located onsite.

Requested zoning: C-3 (Mixed-Use Commercial)

Current zoning:

01-20429-000: R-1 & A-1

2025 Land Use Plan

The City's Future Land Use Map and Zoning Districts Alignment Policy indicates this parcel as Urban Corridor. Rezoning this Urban Corridor parcel, from R-1 & A-1, to C-3, will receive Standard Review. The land is currently vacant, and has been for at least the past 5 years, according to Google Earth imagery.

Bordered by Bentonville High School on two sides (south & west), a small mixed-use development to the north with both commercial and residential spaces, and a creek and a subdivision to the east, this rezoning request is in preparation for a mixed-use development, comprised of 3-story apartment buildings, and commercial space with associated parking.

Addressing consistency with the City's Community Plan, we have evaluated five (5) factors:

1. Thoughtful Growth-

Prioritizing development of vacant or underutilized properties within the already developed areas of the City, served by existing utility infrastructure and existing transportation systems, support enhanced walkability and mobility, and provide proximity to goods, service, and activities.

The subject property is un-developed, yet it is accessed by a 5-lane arterial roadway with sidewalks on both sides, it is adjacent to Bentonville High School, and it has access to existing utilities.

2. Robust Economy-

Quality of life factors such as providing an attractive and well-maintained community, availability of a variety of quality housing options, high levels of public safety, efficient and reliable multimodal transportation opportunities, and smoothly running essential infrastructure.

The proposed development proposes 3-story apartment buildings as well as a 3-story commercial building, associated parking and stormwater improvements. In an area with so many single family residences, this development provides variety in quality housing options. And with an adjacent arterial roadway, opportunity for reliable multimodal transportation exists and can easily be made available to this specific development.

3. Welcoming and Diverse-

The community's cultural amenities, recreation, housing, and educational offerings will be among the first components to respond in order to better accommodate the city's increasingly diverse population.

Additional multi-family housing adjacent to the High School can be instrumental in better accommodating the city's increasingly diverse population.

4. The Bentonville Experience-

Redevelopment near the Downtown and new neighborhoods throughout the community provide a safe and attractive range of options for families.

The subject property is not located at the edge of the City, it is closer to downtown, and provides additional multi-family housing in an area where mostly single-family housing exists.

5. A Great Place to plant roots-

Provide entry level housing options, shopping, employment, and education options.

Providing a housing community that citizens are proud of, and will become invested, long-term citizens of Bentonville. Commercial opportunity and the associated jobs will be developed. And the adjacency to Bentonville High School addresses the education option.

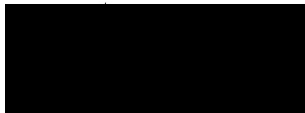
Impact foreseen in the Future Land Use Map-

The zoning district is consistent with the characteristics of the Place Type and conforms to the Future Land Use Map. This proposed development should be viewed as Appropriate for the proposed zoning district, and receive Standard Review.

Please let me know if you have any questions.

Sincerely,

McClelland Consulting Engineers, Inc.



Nathan Crouch, Project Coordinator
MCE-Fayetteville
(479) 443.2377
ncrouch@mce.us.com

✓ 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)
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 - Housing Options for market entry level
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 - 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.

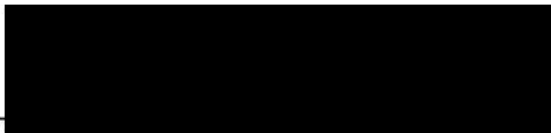
 Compatibility

 Compatibility with Neighboring Development

(Is the rezone compatible with recent development activity in the surrounding area?)

Name: Nathan Crouch

Date: April 22, 2025

Signature: 

NOTICE OF INTENT TO REZONE

Nathan Crouch, with McClelland Consulting Engineers has requested the Bentonville Planning Commission to set a public hearing date to consider rezoning the following property from

R-1, Low Density Single-Family Residential to C-3, Mixed-Use Commercial

The legal description of the property is as follows:

legal description is attached.

The common description of the property is: 1703 SE J Street

The public hearing will be held May 6, 2025 at 5:00 p.m. It will be held at 305 S.W. "A" Street.

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

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

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

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

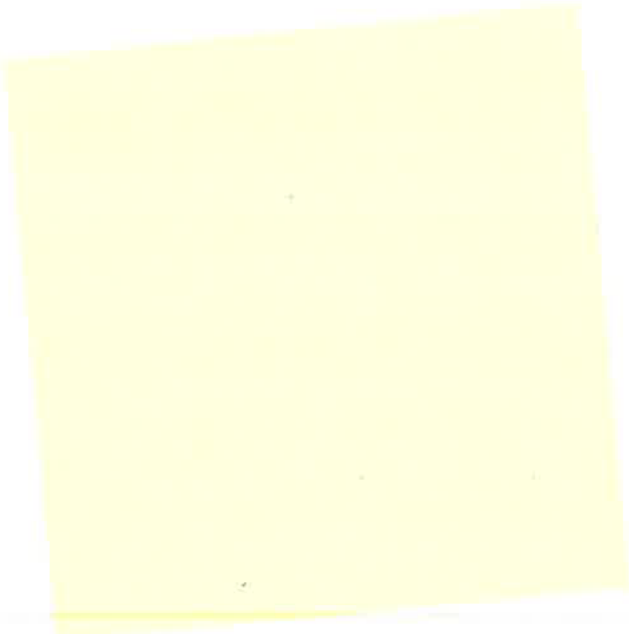
- ☒ I / we have no objections to the rezoning.
☐ I / we object to the rezoning because: .

Signature and Physical Address

Signature and Physical Address

Legal Description taken from WD L2024-58245

Lot 4, Goldmeier Estates Subdivision, Bentonville, Benton County, Arkansas, as shown on Plat
record Instrument No. L2022-6593.



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 AND A-1, AGRICULTURAL TO C-3, MIXED-USE
COMMERCIAL; AND FOR OTHER PURPOSES.
(PROJECT NUMBER: RZ25-0020)**

WHEREAS, Scope Estate, 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 A-1, AGRICULTURAL to C-3, MIXED-USE COMMERCIAL to be used in accordance with city zoning laws and state laws, which property is described as follows:

LOT 4, GOLDMEIER ESTATES SUBDIVISION, BENTONVILLE, BENTON COUNTY,
ARKANSAS, AS SHOWN ON PLAT RECORD INSTRUMENT NO. L2022-6593;

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held May 20, 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 and A-1, AGRICULTURAL to C-3, MIXED-USE COMMERCIAL.

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

Section 1: That the above described real property is hereby changed from its present zoning classification of R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL and A-1, AGRICULTURAL 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:

ATTEST:

Stephanie Orman, Mayor

Malorie Marrs, City Clerk