City Council
Meeting Agenda
June 24, 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 June 24, 2025: Registration Link

Council Questions/Discussion Concerning the Business Meeting

Call to Order

Pledge of Allegiance

Moment of Silence

Roll Call

Approval of Minutes

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

1. **National Homeownership Month Proclamation** — **Proclamation**

   A proclamation declaring June 2025 as National Homeownership Month.

2. **City Hall Concept Design Package Presentation** — **Informational**

   A presentation from Mithun depicting the final concept package for the Bentonville City Hall project.

3. **Reappointment of Eric Hipp to the Planning Commission** — **Appointment**

Reappointment of Eric Hipp to the Bentonville Planning Commission effective July 1, 2025 to a five-year term that expires on July 1, 2030. This will be Mr. Hipp's second term.

4. **Reappointment of Reginald "Reggie" Wright to the Planning Commission** — **Appointment**

Reappointment of Reginald Wright to the Bentonville Planning Commission effective July 1, 2025 to a five-year term that expires on July 1, 2030. This will be Mr. Wright's second term.

5. **Resolution to Award Bid IFB-25-01-P Street Trail to NEC, Inc.** — **Resolution**

Resolution to award bid IFB 25-01-P Street Trail to NEC, Inc. in the amount of $602,299.85, for trail construction on the Razorback Greenway Trail from Bentonville High School to 14th Street. A budget adjustment is needed to appropriate grant funds.

6. **Resolution To Enter Into An Agreement with CEI Engineering for Construction Administration Services** — **Resolution**

A Resolution authorizing the Mayor and City Clerk to enter into an agreement with CEI Engineering Associates, in the amount of $80,240.00, for construction administration services for the Razorback Greenway Trail project from Bentonville High School to 14th Street. No budget adjustment is needed.

7. **Ordinance Establishing 2026 Adult Recreation Center Fee Schedule** — **Ordinance***

Ordinance establishing fees for the Adult Recreation Center Membership and Day Passes. No budget adjustment is needed.

8. **Resolution Approving Agreement with GTS, Inc. for Geotechnical Services** — **Resolution**

Resolution authorizing the Mayor and City Clerk to Enter into an Agreement with GTS, Inc. for Geotechnical Services for the new City of Bentonville Parks and Recreation Maintenance Facility, ensuring quality and compliance throughout construction. No budget adjustment is needed.

9. **Construction Board of Appeals Appointments** — **Appointment**

Appointment of the following individuals for the Construction Board of Appeals. Truman "Taylor" Sizemore, Building Trades Industry representative, to serve a 1-year term that will expire on July 1, 2026. Douglas Bryant, Planning Commission representative, to serve a 2-year term that will expire on July 1, 2027. David Cox, Architect representative, to serve a 3-year term that will expire on July 1, 2028.

10. **Public Hearing and Ordinance Vacating a Street Right of Way (VAC25-0015)** — **Ordinance***

Public Hearing and approval of Ordinance vacating a Street Right of Way located at Lots 16-20 of Mauck-Block Subdivision (VAC25-0015).

11. **Resolution Setting a Public Hearing to Vacate a Right of Way (VAC25-0017)** — **Resolution**

Approve Resolution to set a Public Hearing for July 8, 2025 to vacate a Right of Way located at 1410 SE 8th Street of Wal-Mart Subdivision 1 (VAC25-0017).

12. **Resolution Awarding Bid IFB-25-53 Asphalt Materials - Quarter 3** — **Resolution**

Resolution to award bid IFB-25-53 to Emery Sapp & Sons, Inc. per the unit prices attached for the purchase of asphalt materials as required for street surface repairs and street resurfacing. No budget adjustment is needed.

13. **Resolution Approving a Budget Adjustment for North Walton Boulevard at I-49 Signal Maintenance** — **Resolution**

Resolution approving a budget adjustment for All Service Electric to perform required maintenance to the traffic signal at N. Walton Blvd and I-49. A budget adjustment is needed.

14. **Resolution to Award Bid IFB-25-49 Solid Waste and Recycling Services to Cards NWA, LLC** — **Resolution**

Resolution to award bid IFB-25-49 Solid Waste and Recycling Services to Cards NWA, LLC per the unit prices attached. No budget adjustment is needed.

II. Utility Board

1. **Ordinance to Accept Rate Design and Campus Billing per UFS's Recommendation** — **Ordinance***

An ordinance to accept the recommendations from UFS concerning the proposed electric rate changes and establishing the campus billing per UFS's recommendations. Utility Board approved this 4-0 at the June 3, 2025, meeting. No budget adjustment is needed.

2. **Ordinance to Establish Line Extension Policy per UFS's Recommendation** — **Ordinance***

An ordinance to accept the recommendations from UFS establishing the line extension policy and maximum Bentonville contribution per development. Utility Board approved this 4-0 at the June 3, 2025, meeting. No budget adjustment is needed.

3. **Resolution Approving a Budget Adjustment for a Drone Purchase from Granite Defense Technologies** — **Resolution**

A budget adjustment $32,769.34 reallocating existing funds within Acct 72-10 to purchase a drone to assist BEUD personnel with troubleshooting (infrared camera), inspections, reconnaissance, and general pictures. The drone will be purchased from a city approved cooperative purchasing website. Utility Board approved 5 - 0. A budget adjustment is needed, but will have a zero impact to the bottom line.

III. Planning

1. **Property Line Adjustment - Lot 1 of AWSOM Lands Subdivision - 1001 NE J Street (PLA23-0009)** — **Ordinance***

The Planning Commission voted 6-0, recommending approval.

An Ordinance Accepting A Property Line Adjustment Of Lots 1 And 2 Of Deeble Addition And Parcel 01-00349-000 Creating New Lot 1 Of Awsom Lands Subdivision To The City Of Bentonville, Arkansas; And For Other Purposes.

2. **Final Plat - Walmart Campus Subdivision, Lot 1, Phase 19 - 905 Southeast J Street (FP25-0008)** — **Ordinance***

The Planning Commission voted 6-0, recommending approval.

An Ordinance Accepting A Final Plat Of Lot 1 Of Walmart Campus Subdivision, Phase 19 To The City Of Bentonville, Arkansas; And For Other Purposes.

3. **Final Plat - Walmart Campus Subdivision, Lot 1, Phase 20 - 1106 Southeast 5th (FP25-0009)** **Ordinance***

The Planning Commission voted 6-0, recommending approval.

An Ordinance Accepting A Final Plat Of Lot 1 Of Walmart Campus Subdivision, Phase 20 To The City Of Bentonville, Arkansas; And For Other Purposes.

4. **Rezoning - Black Pine Construction & Development, LLC - R-1, Low-Density Single-Family Residential to DN-2, Downtown Medium Density Residential - 868 Northwest B Street (RZ25-0027)** **Ordinance***

The Planning Commission voted 6-0, recommending approval.

An Ordinance Changing Real Estate In The City Of Bentonville, Arkansas, From Its Present Zoning Classification Of R-1, Low Density Single Family Residential To DN-2, Downtown Medium Density Residential; And For Other Purposes.

5. **Rezoning - Ehret - R-1, Low-Density Single-Family Residential to DN-3, Downtown High Density Residential - 1001 Convair St (RZ25-0029)** **Ordinance***

The Planning Commission voted 5-1, recommending approval.

An Ordinance Changing Real Estate In The City Of Bentonville, Arkansas, From Its Present Zoning Classification Of R-1, Low Density Single Family Residential To DN-3, Downtown High Density Residential; And For Other Purposes.

6. **Rezoning - Brightbox LLC - DN-3, Downtown High Density Residential and R-3, Medium-High Density Multifamily Residential to DE, Downtown Edge - 802 and 804 SE G Street (RZ25-0021)** **Ordinance***

The Planning Commission voted 6-0, recommending approval.

An Ordinance Changing Real Estate In The City Of Bentonville, Arkansas, From Its Present Zoning Classification Of DN-3, Downtown High Density Residential To DE, Downtown Edge; And For Other Purposes.

An Ordinance Changing Real Estate In The City Of Bentonville, Arkansas, From Its Present Zoning Classification Of R-3, Medium-High Density Multifamily Residential To DE, Downtown Edge; And For Other Purposes.

7. **Planned Unit Development - Walmart Campus, Revision 19 - Southeast 8th Street (PUD20-0002)** **Ordinance***

The Planning Commission voted 6-0, recommending approval.

An Ordinance Amending Ord 2024-149; And For Other Purposes.

8. **Traditional Neighborhood Place Type Amendment - (2025-449)** **Resolution**

The Planning Commission voted 6-0, recommending approval.

A Resolution Amending The Description Of The Traditional Neighborhood Place Type In The Updated Community Plan, Chapter 4, Pursuant To Arkansas Code Annotated §14-56-414; 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:	6/24/2025	**Submitted By:**	Shelli Kerr
Phone:	479-271-6822	**For Department(s):**	Planning
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:	National Homeownership Month Proclamation
Action Recommendation & Justification:	A proclamation declaring June 2025 as National Homeownership Month.
Additional Comments for Consideration (Optional):	
Amount for Approval:	$

Budget Impact

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

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

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

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

Budget Impact Notes for Consideration (Optional):

PROCLAMATION

WHEREAS: Homeownership represents a cornerstone of the American Dream, offering individuals and families the opportunity to build financial security, stability, and a sense of pride in their communities; and

WHEREAS: For millions of Americans, purchasing a home is one of the most significant financial investments they will make, and homeownership empowers residents with independence, dignity, and a lasting connection to their neighborhoods; and

WHEREAS: Expanding access to safe, affordable housing strengthens our families, revitalizes our communities, and supports the overall economic health and prosperity of the City of Bentonville and the State of Arkansas; and

WHEREAS: Bentonville supports efforts to expand homeownership in ways that align with our community values, long-range plans, and local authority; and

WHEREAS: The City recognizes the importance of thoughtful, community-informed processes that support housing access while maintaining Bentonville's planning standards and neighborhood character.

NOW, THEREFORE, I Stephanie Orman, Mayor of the City of Bentonville do hereby proclaim the month of June 2025 **"National Homeownership Month"** in the City of Bentonville, Arkansas, and encourage all residents, businesses, and community organizations to support and promote homeownership opportunities and celebrate its impact on our shared prosperity.

Given this 24th day of June 2025, in Bentonville, in the great State of Arkansas, in the United States of America.

[redacted]

Stephanie Orman, Mayor
City of Bentonville



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	6/24/2025	**Submitted By:**	Tyler Overstreet
Phone:	(479) 271-3144	**For Department(s):**	Planning
Email:	toverstreet@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:	City Hall Concept Design Package Presentation
Action Recommendation & Justification:	A presentation from Mithun depicting the final concept package for the Bentonville City Hall project.
Additional Comments for Consideration (Optional):	
Amount for Approval:	$

Budget Impact

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

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

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

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

Budget Impact Notes for Consideration (Optional):

Bentonville City Hall

Concept Design Package | March 2025

Table of Contents:

- **EXECUTIVE SUMMARY**
- **SELECTED SCHEME**
  - PROGRAM
  - SITE PLAN
  - FLOOR PLANS
  - BUILDING ELEVATIONS
  - BUILDING/SITE SECTIONS
  - PHASING DIAGRAM
  - OVERALL VIEW
  - RENDERINGS
- **APPENDIX**
  - PROGRAM BLOCK DIAGRAMS
  - SITE PLAN CONCEPT
  - SPACE SUMMARY
  - PRELIMINARY PHASING DIAGRAMS
  - PROCESS SKETCHES
  - MEETING NOTES
  - PRELIMINARY PROJECT SCHEDULE
  - DESIGN AND CONSTRUCTION COST ESTIMATE

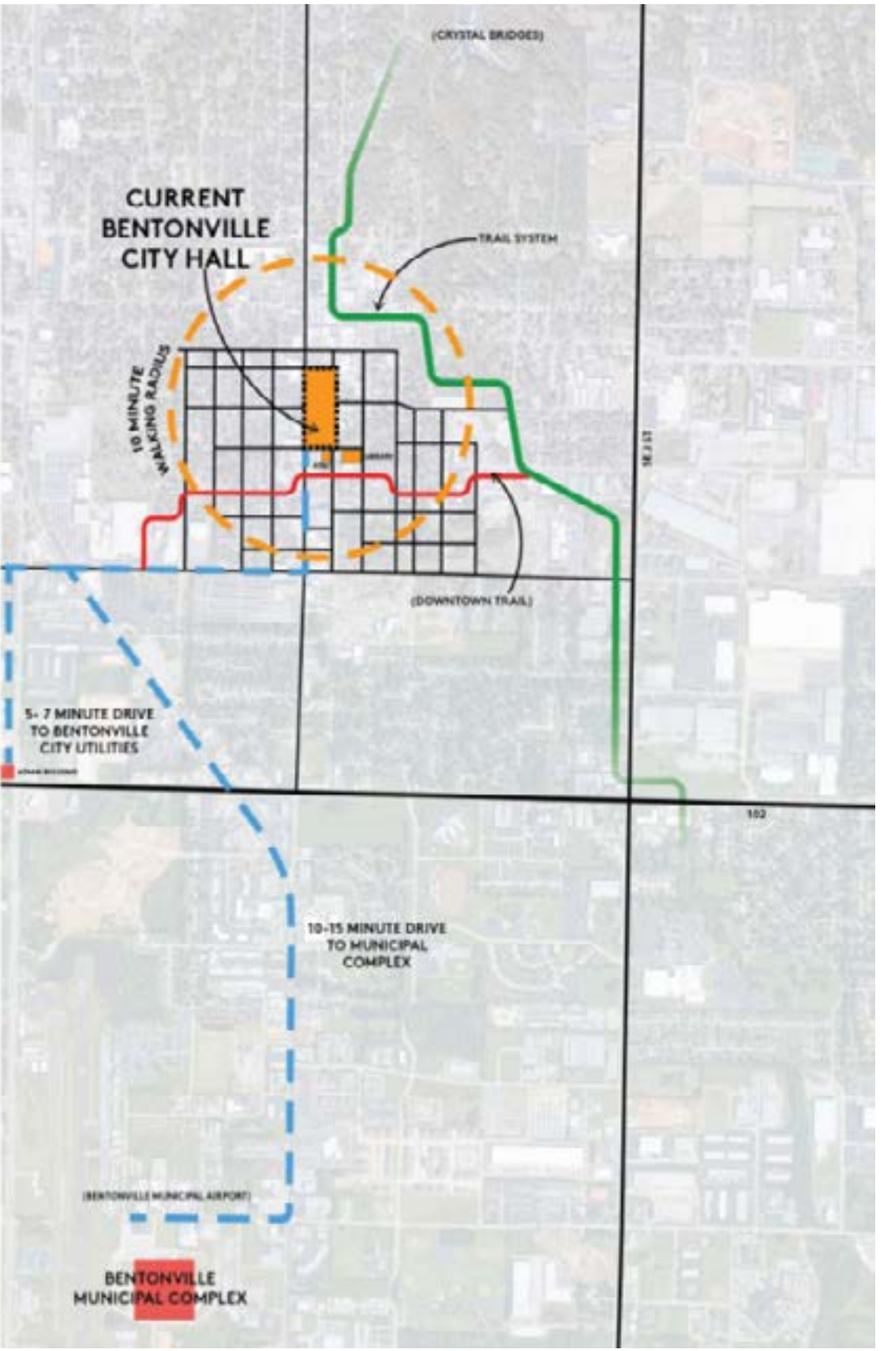
Executive Summary:



Intro

The City of Bentonville is located in Benton County in Northwest Arkansas and is one of the fastest growing Cities in the state. The City's population grew by more than half between 2010 and 2020 with projections to double over the next 25 years. This growth has spurred a significant amount of new development and expansion across the City and created a larger demand on City services. In 2018, Bentonville's Historic City Hall, located on West Central Avenue, was sold with the intent to build a new facility in another location. City Hall continued to lease the space and eventually relocated to 305 SW A Street in 2022, a building purpose built for the Planning Commission and occupied by both Planning and Building and Fire Safety Departments. In June of 2023, the City of Bentonville in partnership with the Walton Family Foundation Design Excellence program issued a request for proposal for the feasibility study and conceptual masterplan to expand the current City Hall facility into a campus that could serve the community for the next 20 years. Mithun was awarded the project with the scope of work to include:

- Conduct a spatial analysis of the current City Hall and the AT&T Building located at 402 S Main Street
- Develop a comprehensive vision and concept plan for City Hall including the permanent location for City Administration, City Council Chambers, and other city departments
- Engage and interview Bentonville City Council, Planning Commission and other community partners to best understand the needs for the facility
- Collaborate with Planning and Parks and Rec to develop a cohesive plan that integrates the campus into the larger downtown masterplan



Executive Summary:

Programming and Visioning

In the visioning and programming phase of the Bentonville City Hall design project, Mithun initiated a comprehensive approach encompassing community engagement, site evaluation, and strategic planning. In a multi-day site visit, Mithun facilitated listening sessions with key stakeholders, including the City Council, Mayor, Community Leaders, and various City Departments, capturing valuable insight and preferences to inform subsequent design considerations. Additionally, an online survey was conducted to ensure inclusivity, gathering input from all potential future occupants to establish a baseline for design work. Drawing on feedback from all of these listening sessions, Mithun presented multiple planning options tailored to meet the evolving needs of Bentonville.

This phase also incorporates context from ongoing city projects into the larger vision for the future City Hall, ensuring alignment with broader development initiatives. Site evaluation efforts have involved the assessment of existing spaces with city employees and identifying opportunities and challenges to inform proposed solutions. The primary focus remains on the existing City Hall Site, with potential utilization of the nearby AT&T building site, and parking analysis with additional analysis of the Municipal Complex and Administration Building. The space needs analysis is based on forecasting department growth with a 20-year horizon, and the programming effort begins with the need for a larger and highly functional city council chambers, followed by the co-location of departments for a "government affairs" suite as well as a "one-stop permit center".

Goals

The City's vision for the project, as outlined in the original RFP, was to expand the current City Hall into a vibrant campus that could act as the "living room" for the City, promoting public gathering and participation and enhancing the delivery of government services. After the workshops and listening sessions held during the Programming and Visioning phase, it was clear that most stakeholders were seeking a common objective. As a result, the following goals were developed:

- Provide a new council chambers and associated support spaces to serve current and future needs, based on a 20-year horizon.
- Provide new and/or remodeled space to accommodate reorganization of departments to improve efficiency, resulting in best-in-class service for the citizens of Bentonville.
- Be smart with financial investment. Consider not only the first cost, but anticipate long term cost implications of each option.

Design Schemes

After evaluating several planning options, the City approved the design team's development of 3 schemes. These schemes range in scale and have varying impacts on existing facilities and the consolidation or relocation of city departments. In addition to the project site, two additional locations of city buildings were evaluated and the general scope of impact to those facilities were included in the program summary and pricing. The two facilities include a stand alone purpose built facility at the Municipal Complex (Muni) and a couple of tenant improvement scenarios at the Administration Services Building (ASB). In each of the 3 schemes, the AT&T (IT/GIS) building (402 S. Main Street) will be demolished and the site repurposed for 70 surface parking spaces, addressing the city's growing need for parking spaces and improving accessibility to the City Hall facility.

One Stop Shop



Renovates and expands the existing 12,000 sf City Hall building by encircling it within the exterior envelope of a new facility. The existing departments within City Hall will remain in their current location. The facility will be expanded to include a Government Affairs Suite, a Permit Center, and new Council Chambers.

Program
- Brings together Government Affairs and Permit Center at City Hall Site
- New Council Chambers
- Parking at AT&T
- Utility Billing, IT, GIS at Administration Building
- Municipal Complex remains as-is

Building in the Park



Relocates Building and Fire Safety and Planning departments to the Administration building. It renovates and expands the existing 12,000 sf City Hall to include a Government Affairs Suite, new lobby and Council Chambers extension on the north side of the existing bldg. Engineering will also move from the Municipal Complex to Admin to provide a "Permit Center".

Program
- Brings together Government Affairs at City Hall Site
- New Council Chambers
- Parking at AT&T
- Permit Center at Administration Building with Utility Billing
- IT & GIS at Municipal Complex

Courtyard



Relocates Building and Fire Safety and Planning departments to the Administration building. It renovates and expands the existing 12,000 sf City Hall to include a Government Affairs Suite and new lobby and Council Chambers addition south of the existing building

Program
- Brings together Government Affairs and Permit Center at City Hall Site
- New Council Chambers
- Parking at AT&T
- Permit Center at Administration Building with Utility Billing
- IT & GIS at Municipal Complex

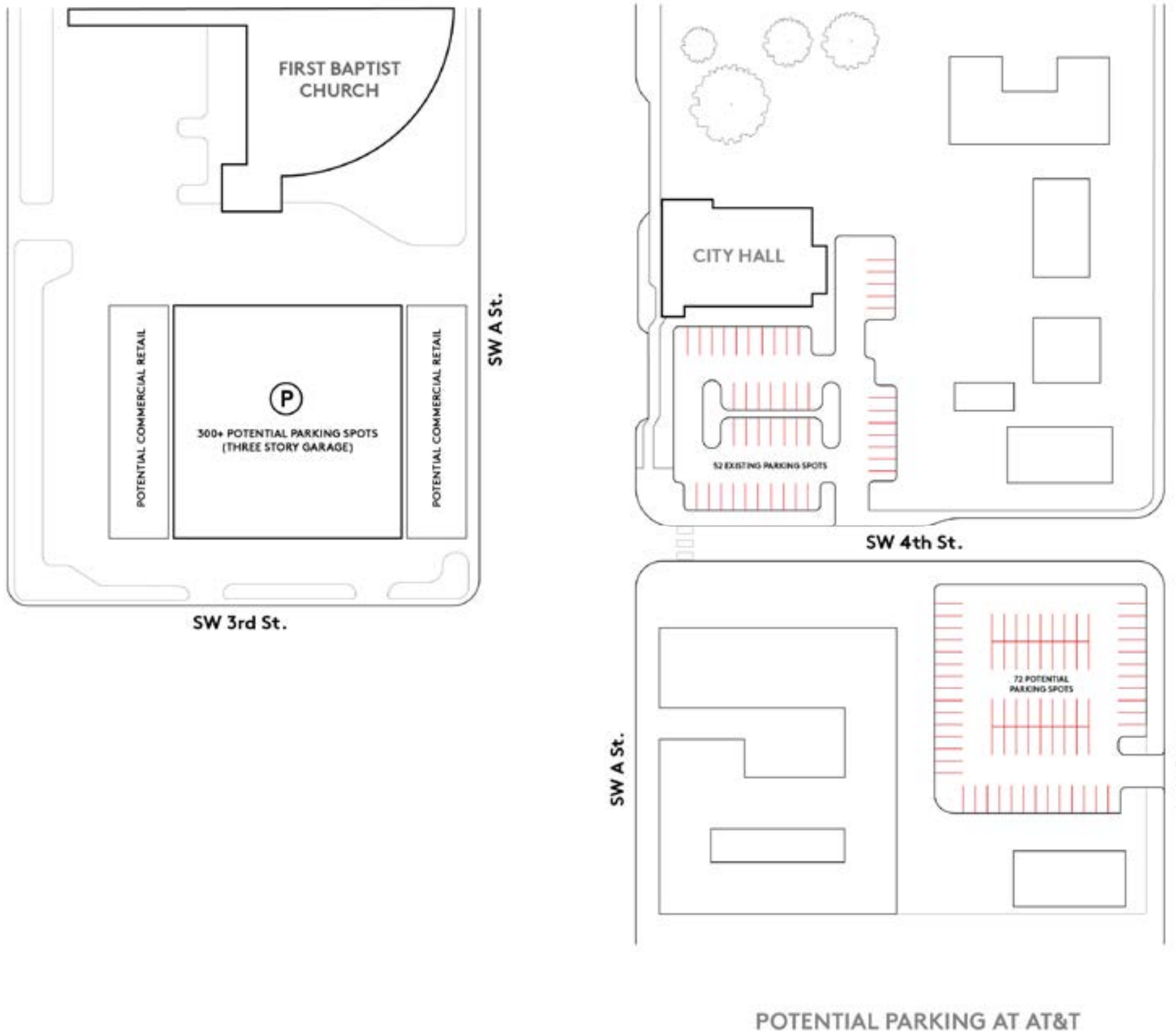
Parking Analysis

Parking at Project Sites

The existing City Hall site has 52 existing parking spaces that could be reduced by expansion or site improvements. Currently, the spaces are designated for City Hall staff and visitors but also used by general visitors to downtown. Given the growing number of downtown visitors, the existing amount of spaces is insufficient. City Hall staff and visitors often have to search for parking in another location. Given its proximity to City Hall, the AT&T building was considered an ideal location for shared parking. In addition, the condition of the AT&T building was deemed unsuited for renovation and/ or use as office space. Each of the 3 design schemes proposed to raze the AT&T building and provide additional parking. The site currently has 44 spaces and could add 28 extra spaces for 72 at the AT&T site.

Potential Parking at Nearby Site

As an option, the City requested the design team to evaluate parking options at the nearby First Baptist Church, which would be developed as a separate scope in partnership between the City and the Church. This could provide an opportunity to add 145 surface parking spaces or 300 spaces with a new parking structure.



POTENTIAL PARKING AT AT&T

Estimated Costs

Initial Pricing

After thoroughly reviewing the three schemes, the City decided to remove the Courtyard scheme from further development. The remaining schemes, One Stop Shop and Building in the Park, were selected for additional development and pricing. To achieve the Vision and Goals outlined in the Programming Phase while reducing anticipated costs, the City directed the design team to explore the potential use of existing facilities further. The exploration was carried out with the City's 20-year growth projections, which led to several program options for each scheme, including additional programming scenarios for The Administration Services Building (ASB) and the Municipal Complex. The various schemes included relocating several city departments to different facilities and/or building new space to accommodate the required footprint. Flintco priced the two base schemes along with the multiple options for each. Below is a summary of the estimate, along with the basic programming included in each.

Program Options	Base Scheme	Option 1	Option 2	Option 3
Option A - Building in the Park	• City Hall New and Remodeled • ASB Remodel for Permit Center • Municipal Complex Remodel for IT/GIS • AT&T Bldg. Demolished converted to surface parking	• City Hall All New Construction • ASB Remodel for GIS • Municipal Complex No Change • AT&T Bldg. Demolished converted to surface parking	• City Hall All New Construction • ASB Remodel for GIS • New Permit Center at Municipal Complex • AT&T Bldg. Demolished converted to surface parking	• City Hall All New Construction including IT/GIS • ASB Vacated • New Permit Center at Municipal Complex • AT&T Bldg. Demolished converted to surface parking • AT&T Bldg. Demolished converted to surface parking
Estimated Construction Cost*	**$31.9 Million**	**$32.5 Million**	**$35.2 Million**	**$42 Million**
Option B - One Stop Shop	• City Hall New and Remodeled • ASB Remodel for GIS • Municipal Complex No Change • AT&T Bldg. Demolished converted to surface parking	• City Hall All New Construction • ASB Remodel for GIS • Municipal Complex No Change • AT&T Bldg. Demolished converted to surface parking	• City Hall All New Construction including IT/GIS • ASB Vacated • Municipal Complex Remodel for Utility Billing • AT&T Bldg. Demolished converted to surface parking	**Estimated Construction Cost*** **These estimates are construction costs only and do not represent full project cost. Refer to estimate detail included in the Appendix for more information.*
Estimated Construction Cost*	**$35 Million**	**$35 Million**	**$38.5 Million**	

Conclusion:
While each scheme attempted to preserve the overall goals identified in the **Programming and Visioning Phase**, all of the estimates exceeded the ideal budget range. After some consideration, the City directed the team to study a phased approach for a version of the Building in the Park scheme that could be built-out over time.

Estimated Costs

Cost Saving Option

As a way to lower initial project costs, the team studied a phased approach for a version of the Building in the Park scheme that would break the overall scope into several smaller projects. The total build-out for the phased approach would be accomplished in 3 phases. **Phase 1** includes the addition of a new Council Chambers, New Entry and Modified Vertical Circulation to the existing City Hall. **Phase 2** relocates Building & Fire Safety and Planning Departments to a newly constructed facility on the campus of the Municipal Complex. **Phase 3** relocates and consolidates several departments from other buildings into the existing City Hall with the option of expanding the existing footprint to accomodate the 20 year growth projections. The phased approach provides a lower intial project budget for each phase but increases overall costs due to multiple projects on varying timelines. Modifications to ASB and the conversion of the AT&T site into a surface parking lot are excluded from the scope of work.

Building in the Park	Phase 1	Phase 2	Phase 3	Complete Project
Estimated Construction Cost* **These estimates are construction costs only and do not represent full project cost.*	**$10-12 Million**	**$9-13 Million**	**$10-14 Million**	**= $29-39 Million***

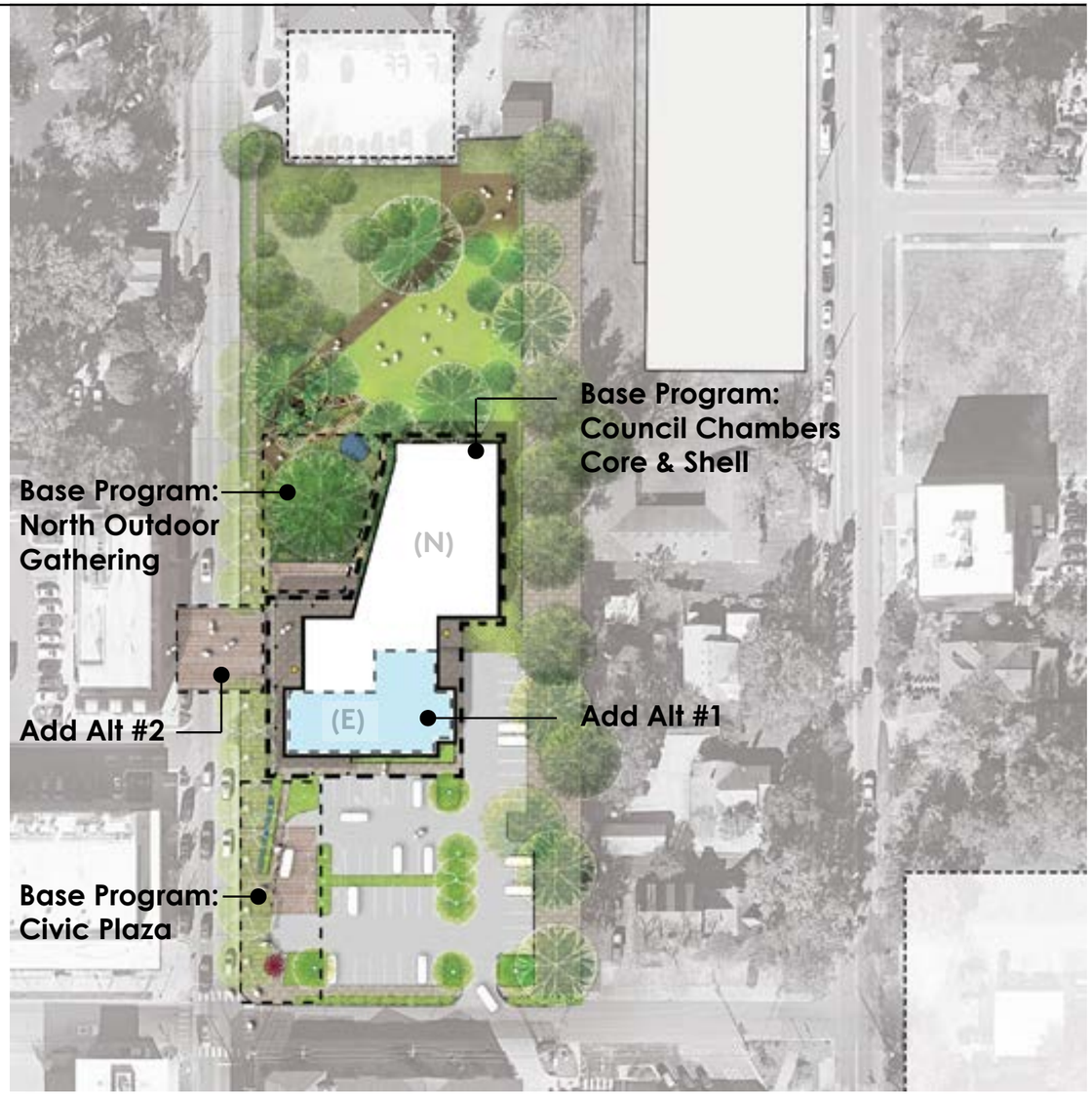


Estimated Costs

Final Concept Pricing

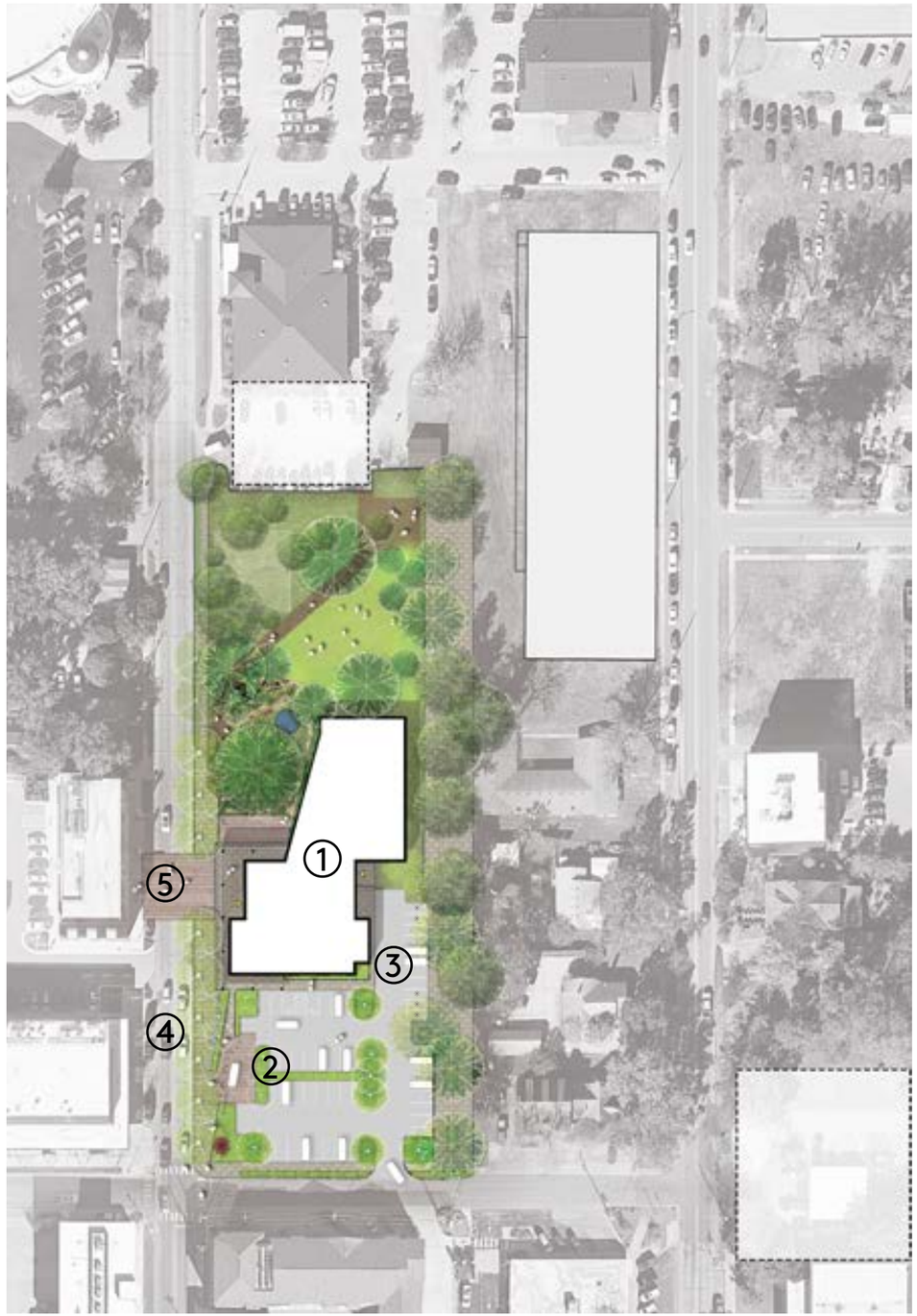
To arrive at the concept design scheme, the team reduced the program to the most essential elements - new public-facing spaces and council chambers - combined with modest renovations of the existing City Hall office space. This scheme represents the highest level of program reduction and excludes any work on the AT&T site or other facilities. Phase 2 and 3 are not part of this scope but could be implemented in the future.

Building in the Park	Phase 1		
Program	• 7500 SF Council Chambers • Pre-function Gallery • New Lobby and Main Entry • New Civic Plaza w/ Passenger Drop-off • Modified Circulation Core and Restrooms • MEP		
Estimated Construction Cost* **This estimate is construction costs only and does not represent full project cost.*	**Reduced Base Program:**		
	Council Chambers Expansion	$6,712,500	
	Renovate Core & Shell	$1,092,500	
	Civic Plaza	$ 925,000	
	North Outdoor Gathering	$ 675,000	
	Base Total		**$9,405,000**
	Add Alt #1 - Renovate Existing Interior Office	$1,033,500	
	Base Total + Alt #1		**$10,438,500**
	Add Alt #2 - Speed Table	$ 375,000	
	Base Total + Alt #1 & 2		**$10,813,500**



Concept Design Scheme

Site Context



1. **BENTONVILLE CITY HALL, EXPANSION**

2. **PROPOSED PASSENGER DROP-OFF**
   The passenger vehicle drop-off area is proposed to be relocated from SW A Street to within the existing parking area. The drop-off repaves the existing parking lot drive aisle to create a one-way drop-off zone and bollards, connecting to a pedestrian zone with sloped walkway for universal access.

3. **RECONFIGURED PARKING AREA**
   The reconfigured parking lot creates protected passenger drop-off while maintaining the same parking capacity. This is achieved by increasing parking along the existing east row (*) to relocate spaces accomodated by the new drop-off layout.

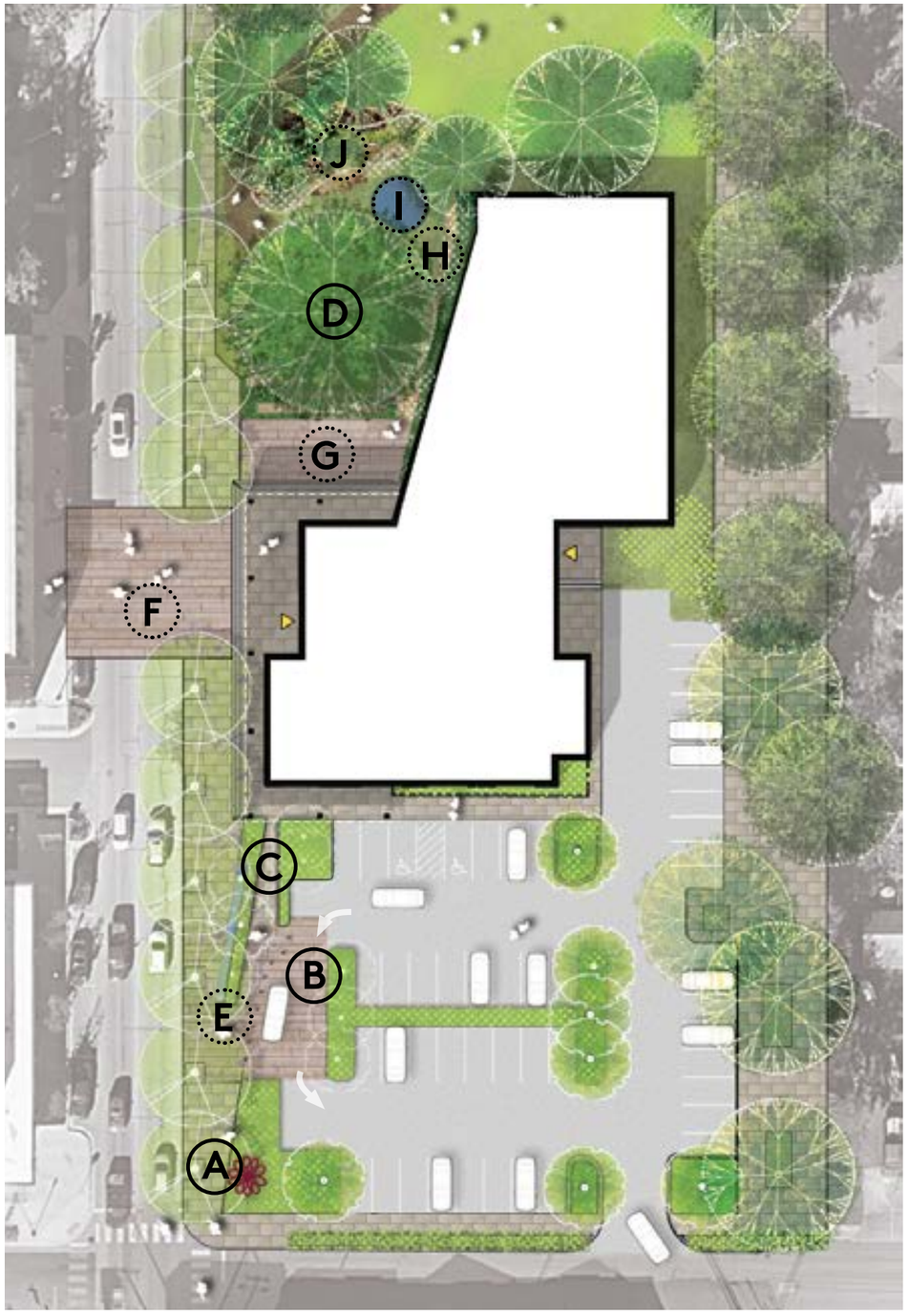
4. **SW A STREET CONTINUOUS EDGE**
   With the intention of creating a continuous street edge along SW A St that will anchor and reinforce the civic street edge of Bentonville City Hall, an optional continuous sidewalk edge could be implemented with a row of street trees in grates along the edge. If the continuous edge were to be implemented along the plaza edge, the three street parking spaces could be recaptured by further expanding the east row of parking in the existing parking lot.

5. **MID-BLOCK CROSSING**
   An optional raised mid-block crossing is proposed immediately outside of the the main entrance to the renovated Bentonville City Hall with the intention of traffic calming, neighborhood connectivity, and civic presence. If this option were to be implemented, the four street parking spaces could be recaptured by reducing some of the planted areas in the existing parking lot.

0 50 100 200

N

Site Plan



FEATURES

A. INTERSECTION ANCHOR
To anchor the corner and set the tone for the newly renovated Bentonville City Hall, a corner feature (such as an outdoor sculpture or holiday tree) is proposed at the intersection of S 4th Street and SW A Street.

B. PASSENGER DROP-OFF AREA
The passenger vehicle drop-off area is proposed to be relocated from SW A Street to within the existing parking area. Specialty pavers would extend from the civic plaza into the one-way drop-off aisle, with bollards indicating and protecting the pedestrian zone and universal access sloped walkway.

C. UNIVERSAL ACCESS
A gently tipped section of paved area joins the civic plaza from the 'front porch' of the newly renovated City Hall. This allows an equitable experience for citizens of all physical abilities to enter City Hall rather than a separated access ramp. Two flagpoles punctuate this space.

D. EXISTING SYCAMORE TREE
An existing sycamore tree will remain and be protected during construction, and moniotred for health post-construction.

E. CIVIC PLAZA

F. MID-BLOCK CROSSING

G. FRONT PORCH AND GATHERING SPILLOUT

H. NATIVE PLANT GARDEN

I. CISTERN

J. STORMWATER GARDEN

SEE NEXT PAGE FOR DETAILS

0 20 40 80

N

MITHŪN

Site Areas



SITE PLAN

E CIVIC PLAZA

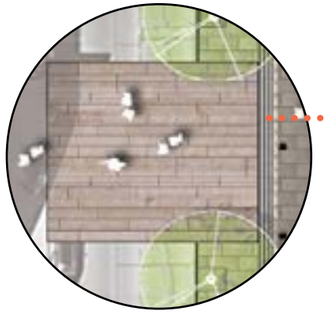
Extending to the street edge is a proposed Civic Plaza that is highlighted with specialty pavers and a water feature that evokes the seeps and sinks of the region. This feature would be expressed in stacked limestone with water seeping from the horizontal face. Vegetation creates a backdrop behind the feature and separates the passenger drop-off zone.

examples:



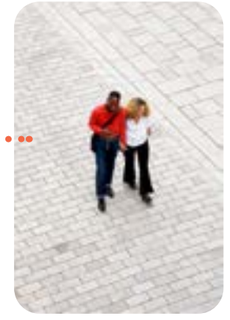




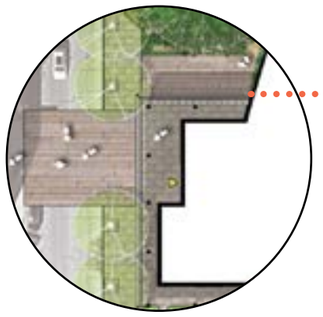


F MID-BLOCK CROSSING

A raised mid-block crossing is proposed immediately outside of main entrance to the renovated Bentonville City Hall with the intention of traffic calming, neighborhood connectivity, and civic presence. Specialty vehicular paving that is similar/matching to the civic plaza paving connects the two spaces.





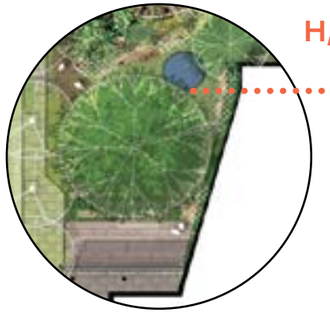


G FRONT PORCH & GATHERING SPILLOUT

A continuous edge of three stair treads will create a vertical transition from sidewalk up to a "front porch" experience around the west side of CIty Hall. To the north, this connects to a paved spillout zone up to and under the large existing Sycamore tree, allowing informal gathering before and after events. Special construction techniques will be recommended to protect the critical root zone of the existing mature tree, including air-spading and grade beams.







H,I,J NATIVE PLANT & STORMWATER GARDEN

In the area surrounding the existing sycamore tree, the proposed space from the existing park lawn transition to native planting (H, I, J on previous page) will highlight the benefit of native plants to pollinators and wildlife habitat.

A demonstration rain garden and cistern treats stormwater runoff from surrounding impervious surfaces, and provides opportunities for community education about water systems.





MID-BLOCK CROSSING

FRONT PORCH & GATHERING SPILLOUT

NATIVE PLANT & STORMWATER GARDEN

EXISTING SYCAMORE TREE

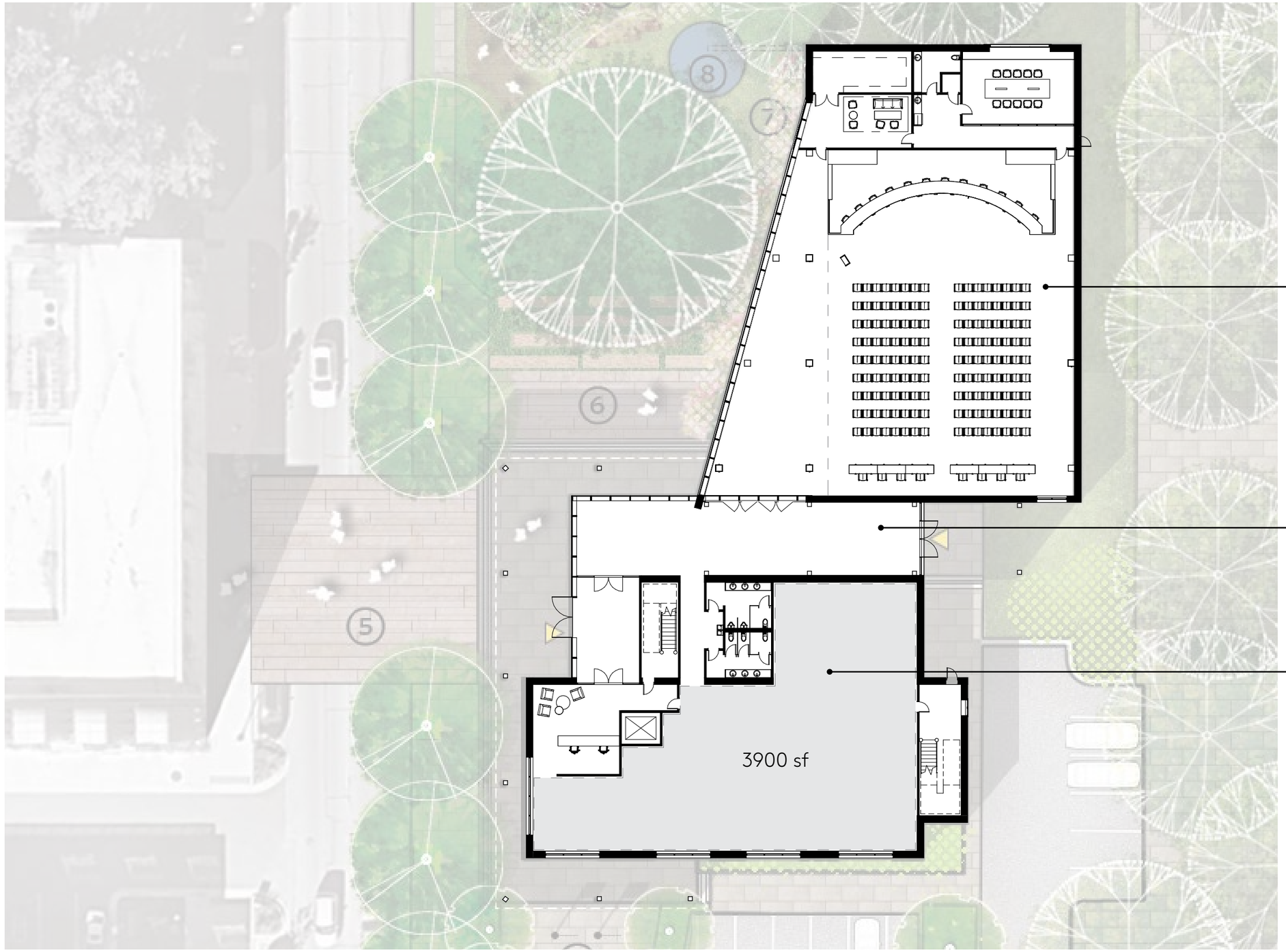
CIVIC PLAZA

PASSENGER DROP-OFF AREA

UNIVERSAL ACCESS

ANCHOR

Floor Plan | Level 1



Council Chambers with seating for 100+ community members

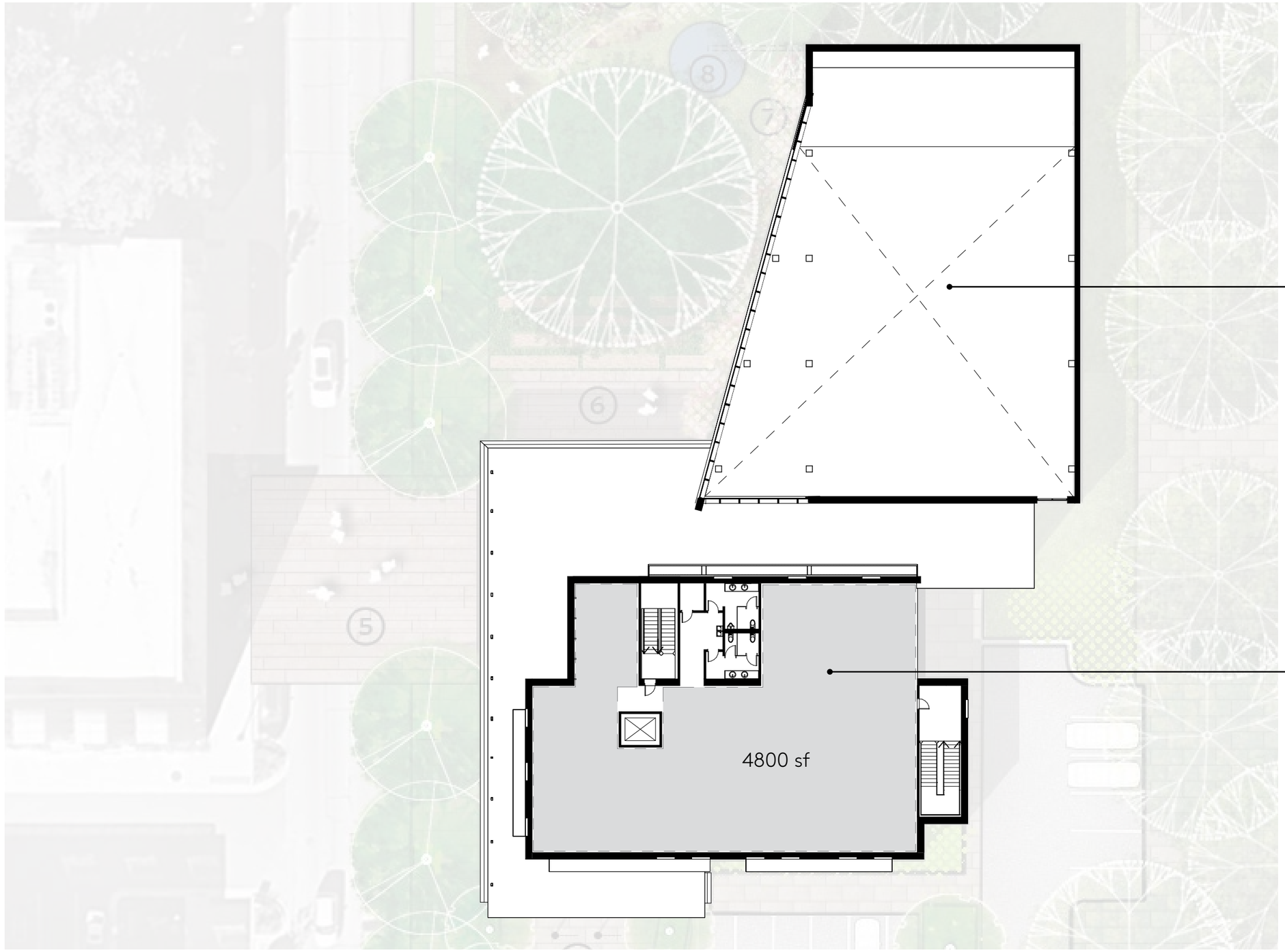
Gallery space serves as pre-function and gathering

Renovate existing office space as needed to accomodate desired program and building upgrades at time of construction

0 15 30 60

N

Floor Plan | Level 2



Building Elevations | East



0 15 30 60 N

Building Elevations | West



0 15 30 60 N

Building Elevations | North and South



0 15 30 60

N



0 15 30 60

N

Building-Site Section



0 15 30 60

N

1 Public plaza incorporating art and regionally inspired water feature made of local materials

2 Mass timber "Porch" to provide sun protection at south and west glazing

3 Building integrated PV sunshades over existing windows

4 Remodeled restrooms with low flow fixtures to support larger council chambers

5 Energy efficient mechanical system with dedicated outside air, to serve new addition

6 Underfloor air distribution system for high performance air quality and energy efficiency

7 Low embodied-carbon mass timber building structure utilizing locally harvested Southern Yellow Pine

8 "PV-Ready" rooftop over council chambers highlights the project as a leader in sustainable design (Optional)

9 Rainwater capture system to offset irrigation demand

Views—




B E N T O N





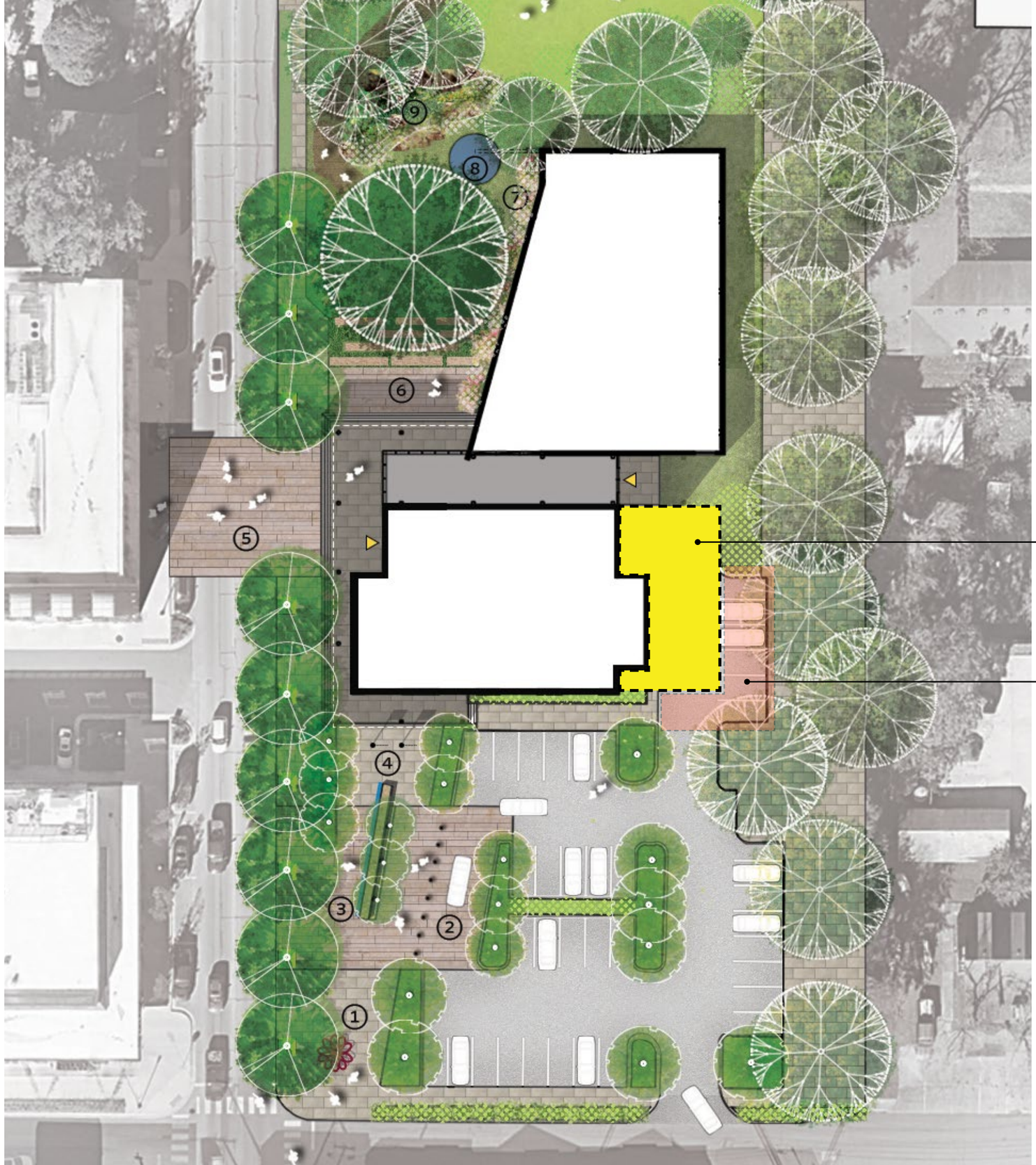

TOP PRIORITY
BENTONVILLE

Thank you—

Appendix—

Phasing Diagram

Potential Expansion



Expansion #### sf accomodates all of Government Affairs w/ projected growth

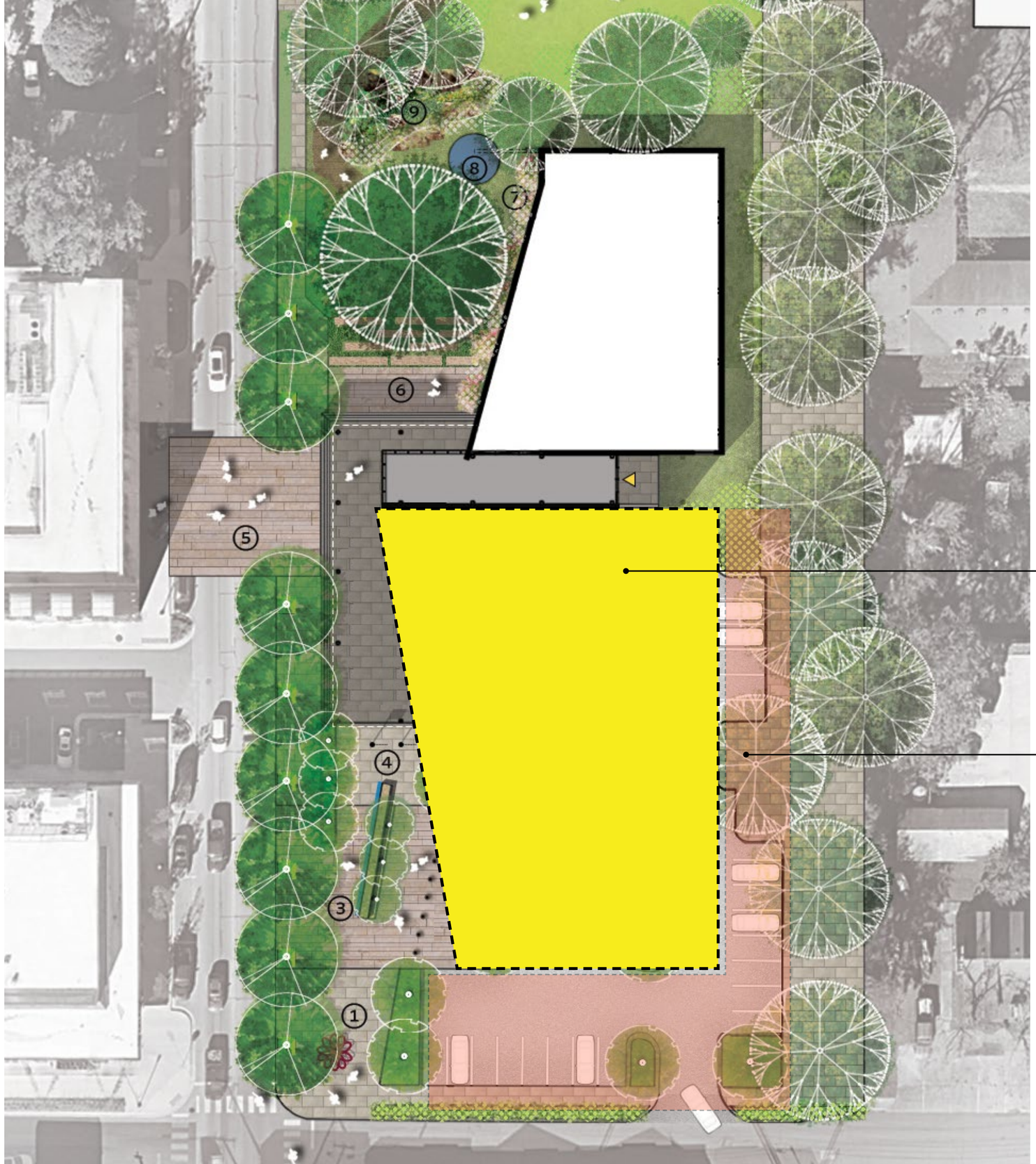
Area of site work to accomodate expansion

0 20 40 80

N

Phasing Diagram

Potential Large Addition



Addition #### sf accomodates all "One Stop Shop" with projected growth

Area of site work to accomodate expansion

0 20 40 80

N

MITHŪN

Initial Design Schemes

After evaluating several planning options, the City approved the design team's development of (3) schemes. These schemes range in scale and have varying impacts on existing facilities and the consolidation or relocation of city departments. In addition to the project site, two additional locations of city buildings were evaluated and the general scope of impact to those facilities were included in pricing. The two facilities include a stand alone purpose built facility at the Municipal Complex (Muni) and a couple of tenant improvement scenarios at the Administration Services Building (ASB). The IT/GIS building (402 S. Main Street) will be demolished as part of each option. The site will then be repurposed for surface parking, addressing the city's growing need for parking spaces and improving accessibility to the City Hall facility. **Note: the Courtyard scheme was not selected to move forward to the pricing round on the following page.*

One Stop Shop



Program

- Brings together Government Affairs and Permit Center at City Hall Site
- New Council Chambers
- Parking at AT&T
- Utility Billing, IT, GIS at Administration Building

Building in the Park



Program

- Brings together Government Affairs and Permit Center at City Hall Site
- New Council Chambers
- Parking at AT&T
- Permit Center at Administration Building with Utility Billing
- IT & GIS at Municipal Complex

Courtyard*



Program

- Brings together Government Affairs and Permit Center at City Hall Site
- New Council Chambers
- Parking at AT&T
- Permit Center at Administration Building with Utility Billing
- IT & GIS at Municipal Complex

Initial Design Schemes | Estimated Costs

The City eventually approved for three design schemes to be reduced to two for the cost estimate exercise. The two schemes selected were The Building in the Park and the One Stop Shop. Each base scheme included several options that took into account various scenarios that included The Administration Services Building (ASB) and the Municipal Complex (Muni).

	Option A - Building in the Park				Option B - One Stop Shop		
	Base	Option 1	Option 2	Option 3	Base	Option 1	Option 2
Program	• City Hall New and Remodeled • ASB Remodel for Permit Center • Muni Remodel for IT/GIS	• All New Construction • City Hall New • ASB Remodel for GIS	• All New Construction • City Hall New • ASB Remodel for GIS • New Permit Center at Muni	• All New Construction, Vacate ASB • City Hall New including IT/GIS • New Permit Center at Muni	• City Hall New and Remodeled • ASB Remodel for GIS	• All New Construction • City Hall New • ASB Remodel for GIS	• All New Construction, Vacate ASB • City Hall New including IT/GIS • Muni Remodel for Utility Billing
Estimated Construction Cost* **Does not account for escalation. Refer to estimate detail for more information.*	$31.9 Million	$32.5 Million	$35.2 Million	$42 Million	$35 Million	$35 Million	$38.5 Million

Initial Design Schemes | Estimated Cost Detail: Building in the Park

City of Bentonville - New City Hall Pricing Options

6/11/2024

Building in the Park

	SF	$/SF	Total Cost
Building in the Park - Base Scheme Use Existing			
City Hall New and Remodeled	23,000	$ 1,005	$ 23,113,671
ASB Remodel for Permit Center	21,000	$ 250	$ 5,259,258
Muni Remodel for IT/GIS	4,722	$ 250	$ 1,182,582
Promenade			$ 2,359,904
Project Duration - 20 mo	**48,722**	**655.05**	**$ 31,915,415**
Building in the Park - Option 1			
All New Construction			
City Hall New	23,000	$ 1,036	$ 23,823,291
ASB Remodel for Permit Center	21,000	$ 248	$ 5,204,945
Muni Remodel for IT/GIS	4,722	$ 248	$ 1,170,369
Promenade			$ 2,335,533
Project Duration - 18 mo	**48,722**	**667.75**	**$ 32,534,138**
Building in the Park - Option 2			
All New Construction, Permit Center at Muni			
City Hall New	23,000	$ 1,028	$ 23,646,166
ASB Remodel for GIS	3,000	$ 246	$ 738,032
New Building Permit Center at Muni	16,500	$ 517	$ 8,537,970
Promenade			$ 2,318,159
Project Duration - 18 mo	**42,500**	**829.18**	**$ 35,240,327**
Building in the Park - Option 3			
All New Construction, Permit Center at Muni, Vacate ASB			
City Hall New, Including IT/GIS	28,500	$ 950	$ 27,071,391
New Building Permit Center and Utility Billing at Muni	24,500	$ 516	$ 12,651,509
Promenade			$ 2,308,473
Project Duration - 19 mo	**53,000**	**793.04**	**$ 42,031,373**

Initial Design Schemes | Estimated Cost Detail: One Stop Shop

City of Bentonville - New City Hall Pricing Options

6/11/2024

One Stop Shop

	SF	$/SF	Total Cost
One Stope Shop - Base Scheme Use Existing			
City Hall New and Remodeled	42,000	$ 761	$ 31,969,800
ASB Remodel for GIS	3,000	$ 250	$ 749,868
Promenade			$ 2,355,336
Project Duration - 22 mo	**45,000**	**779.44**	**$ 35,075,004**
One Stop Shop - Option 1			
All New Construction			
City Hall New	42,000	$ 760	$ 31,902,994
ASB Remodel for GIS	3,000	$ 247	$ 741,314
Promenade			$ 2,328,468
Project Duration - 19 mo	**45,000**	**777.17**	**$ 34,972,776**
One Stop Shop - Option 2			
All New Construction, Vacate ASB			
City Hall New, Including IT/GIS	47,000	$ 728	$ 34,224,293
Muni Remodel for Utility Billing	8,000	$ 245	$ 1,959,862
Promenade			$ 2,338,866
Project Duration - 19 mo	**55,000**	**700.42**	**$ 38,523,021**

Previous Presentations—

**Note: The following pages contain dated previous presentations. Design work and information evolved thoughout the process and these presentations are for reference only.*

Bentonville City Hall

Visioning and Programming | March 22, 2024

Table of Contents:

- **EXECUTIVE SUMMARY**
- **VISIONING + DISCOVERY**
  - SCHEDULE
  - PROCESS
  - DATA GATHERING
  - CONTEXT ANALYSIS
  - SITE ANALYSIS
- **PROGRAMMING + TESTING**
  - PROJECT GOALS + VISION
  - EXISTING SPACE ASSESSMENT
  - DEPARTMENT + STAFF GROWTH PROJECTIONS
  - WORKSPACE SURVEY (QUESTIONS + RESULTS)
  - PROGRAM DIAGRAMS
- **PLANNING OPTIONS**
  - PREFERRED OPTIONS (#2A, #5, #8A + #8B)
  - COUNCIL CHAMBERS DIAGRAMS
  - PARKING ANALYSIS
  - APPENDIX: OTHER PLANNING OPTIONS



Executive Summary:

In the visioning and programming phase of the Bentonville City Hall design project, Mithun has undertaken a comprehensive approach that encompasses community engagement, site evaluation, and strategic planning. In a multi-day site visit, Mithun facilitated listening sessions with key stakeholders including the City Council, Mayor, Community Leaders, and various Departments, capturing valuable insight and preferences to inform subsequent design considerations. Additionally, an online survey was conducted to ensure inclusivity, gathering input from all potential future occupants to establish a baseline for design work. Drawing on feedback from all of these listening sessions, Mithun presented multiple planning options tailored to meet the evolving needs of Bentonville.

This phase also incorporates context from ongoing city projects into the larger vision for the future City Hall, ensuring alignment with broader development initiatives. Site evaluation efforts have involved assessment of existing spaces with city employees, identifying opportunities and challenges to inform proposed solutions. The primary focus remains on the existing City Hall Site, with potential utilization of the nearby AT&T building site, and Mithun's scope also includes parking analysis. The space needs analysis is based on forecasting department growth with a 20-year horizon, and the programming effort begins with the need for a larger and highly-functional city council chambers, followed by co-location of departments for a "government affairs" suite as well as a "one-stop permit center".

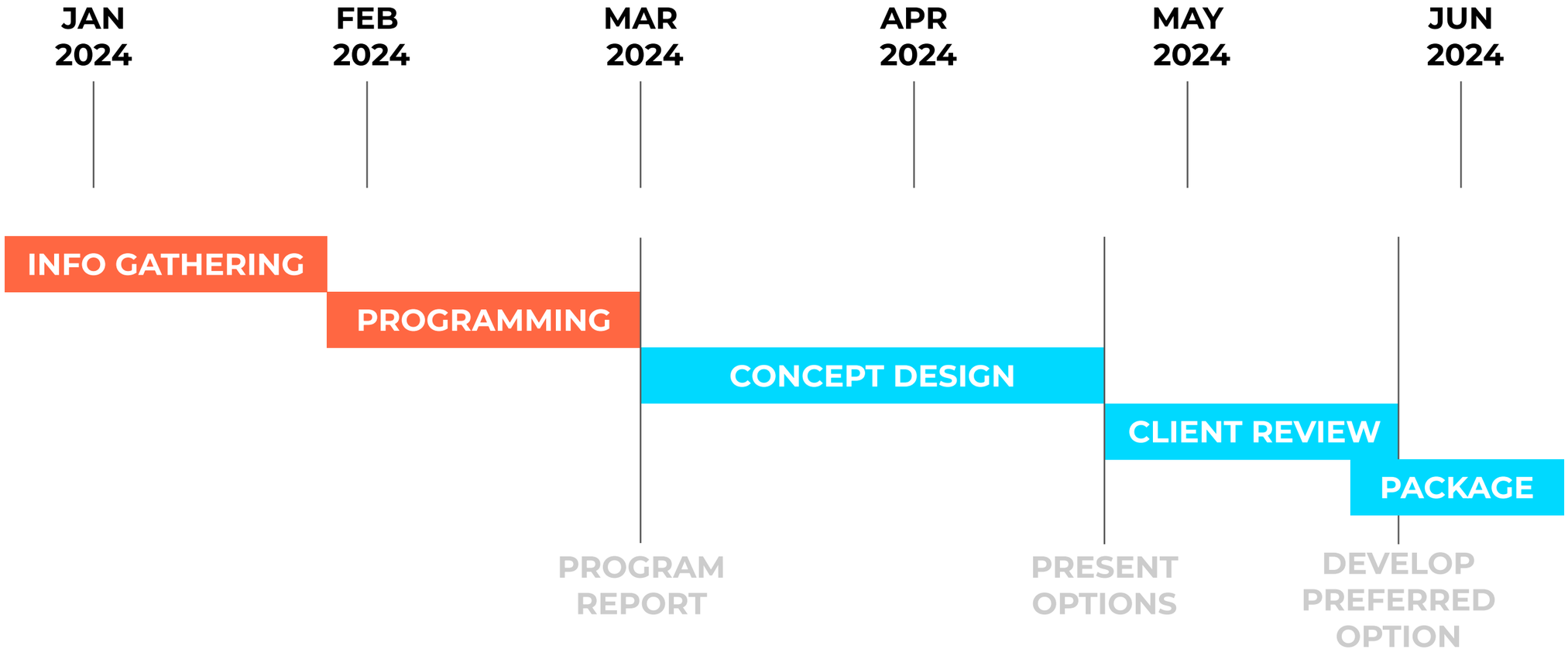
As the project moves into the concept phase, the team will develop at least three design options aligned with the preferred planning solutions identified by the City of Bentonville core team members, ensuring the final design reflects community aspirations while meeting functional requirements and fostering a dynamic civic environment.

Visioning + Discovery

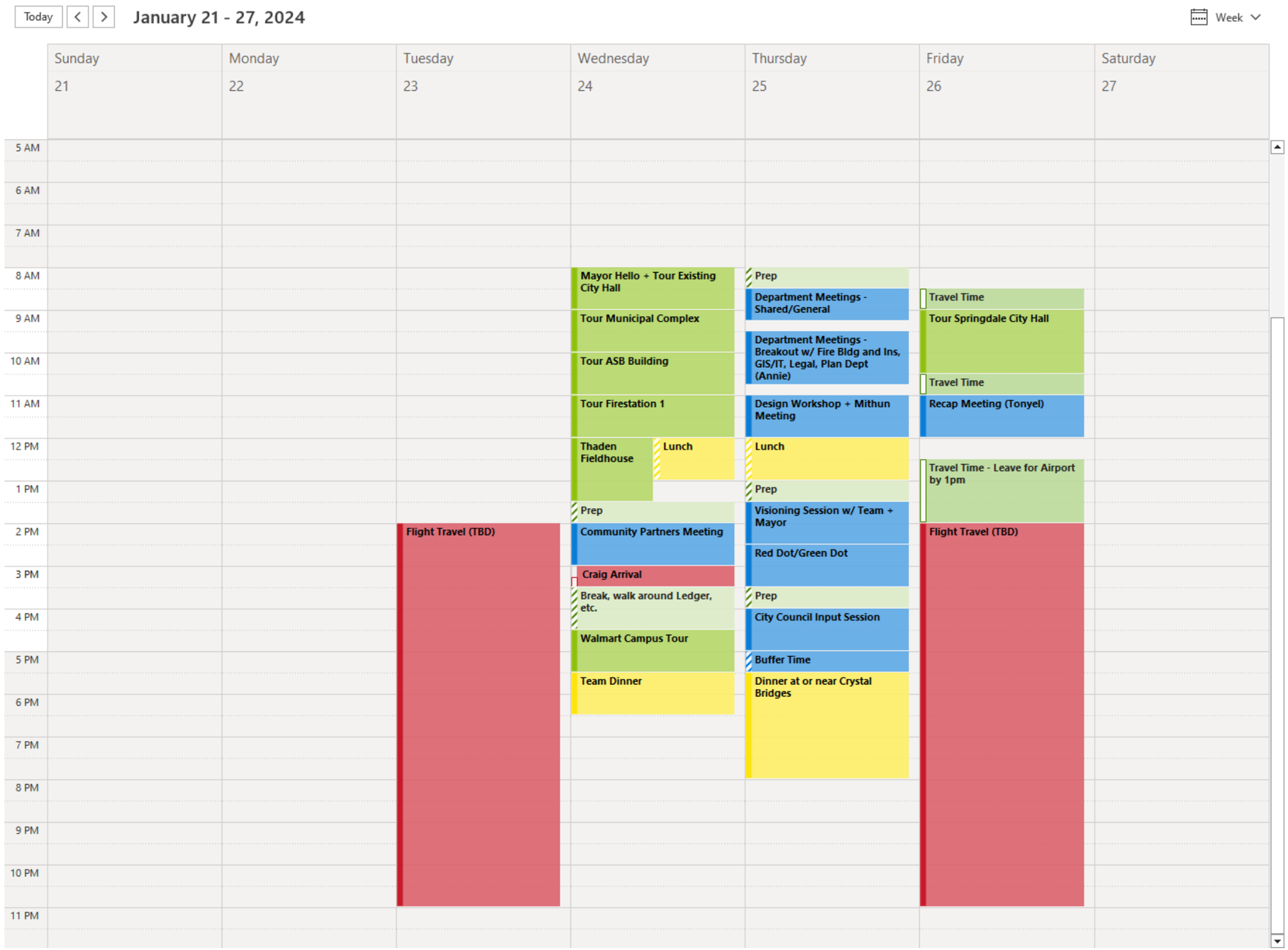
Overall Schedule



Process


JAN
2024
FEB
2024
MAR
2024
APR
2024
MAY
2024
JUN
2024
INFO GATHERING
PROGRAMMING
CONCEPT DESIGN
CLIENT REVIEW
PACKAGE
PROGRAM
REPORT
PRESENT
OPTIONS
DEVELOP
PREFERRED
OPTION

Bentonville Visit | January 2024



Data Gathering—

Community Partner's Input Session

A community partner's input session was held at the Bentonville Library on 1/24/24 to gather feedback on the City Hall and how it serves the community, visions for the future, community values that should be embraced and opportunities and challenges associated with the project.

Main themes and topics included:

- Creating a future city hall that is:
  - welcoming to all
  - dignified
  - innovative
  - vibrant
  - visionary
  - progressive
  - inspired by outdoor recreation
  - sustainable
  - accessible
  - focuses on the customer
  - is authentically Bentonville and could only be in Bentonville
- **Current space concerns include:**
  - security vs. welcome
  - clarity of the front door
  - sterile space
  - current building not able to serve the community its best
- **Some ideas mentioned in the meeting:**
  - lower city council seating to be more like a restorative jsutice court model
  - space to learn about the city: past, future, growth and history
  - creating spaces that are truly for the public to engage
  - art gallery, maybe with a community partner
  - creating a building that innovates with utilities; modeling future systems



Invited Attendees:

Sam Dean – Amazeum
Andrew Branch – XNA Airport
Robert Burns – Walton Family Foundation
Nancy Leake – Community Advocate
Brandom Gengelbach – President of Chamber of Commerce
Kalene Griffith – Ex. Director of Visit Bentonville
Dana Schlagenhaft – Ex. Director of Downtown Bentonville Inc.
Aaron Nolan – Comms Director Downtown Bentonville
KC Hurst – Crystal Bridges
Katie Parsons – Runway Group
Krista Cupp – Runway Group
Debbie Jones – Bentonville School Superintendent
Honorable Barry Moehring – Benton County Judge
Brenda Anderson – Blue Crane
Brad Crain – President of Arvest Bank Bentonville
Jeremy Pate – Walton Family Foundation
Josh Kyles – Developer, Ledger and Community Leader
Larry Perkin – Architect Hight Jackson and Associates
Mayor Orman – Bentonville Mayor
Meredith Bergstrom - Walton Family Foundation

Department Meeting | General

A general listening session was held for all city departments at the public library on 1/25/24. The intent of the meeting was to gather feedback regarding opportunities, challenges, goals and vision associated with the proposed project.

Main themes and topics included:

- Create a space that could serve as a primary collaboration space for citywide department heads
- Central location for building permit related services
- Wellness amenities and Adequate parking
- Embrace the outdoor character of Bentonville
- Create separation between public and staff circulation
- Include space for future department growth
- Accommodate how the public may interface with the City in the future
- Large public gathering space
- One stop shop for permitting services
- Safe & secure
- A space that can attract new recruits

Values:

welcoming	inclusive
collaboration	security
integrity	excellence
nature	reflective of community

The biggest issues with the existing City Hall:

One way in and out of Council Chambers for Council and spectators
The Mayor's office and location isn't welcoming or appropriate for the stature of the office
Location of Council Chambers and main lobby/reception doesn't work

Multiple uses of Chambers:

Planning commission
Arts Board



Invited Attendees:

Camille Thompson – Staff Attorney
Bonnie Bridges – Staff Attorney
Machele Bowen – Human Resource Director
Mike Bender - Water Utility Director
Stephanie Orman - Mayor
Travis Matlock – Electric Utility Director
Heather Delhagen – Budget Manager
Assistant to the Mayor – Lisa Babington
Jennifer Jones – District Court
Dennis Birge – Transportation Director
Hadi Dudley – Library Director
Justin Scantlin – Fire Chief
Ashley Long – Assistant Finance Director
Patrick Johndrow – Finance Director
David Wright – Parks and Rec. Director
Kelsi Frederick – Purchasing Manager
Ray Shastid – Police Chief
Shelli Kerr – Comprehensive Planning Manager
Thomas Adler - Planning
Gary Wilson – Utility Billing Manager
Dennis Hayes – IT Director
Jim Wheeless – GIS
Justin Scantlin- Fire Chief
Brad Arnold – Fire Marshal
Todd Pearce - Asst. Fire Marshal
Lance Blasi- Chief Building Inspector
Annette Brightwell- Permit Clerk / Administration
Jennifer Coffman- Permit Clerk
Tyler Overstreet - Planning and Community Development Director
Keegan Stanton - Senior Planner
Baylea Birchfield - Neighborhood Planner
Shelli Kerr - Comprehensive Planning Manager
Thomas Adler - Current Planning Manager
Jon Stanley - Senior Planner

Department Meeting | Building and Fire safety

After the general listening session, a breakout session was conducted for each department directly impacted by the new or renovated City Hall and the former AT&T building.

Needs:
- Permit Center
- Flexible Space
- Gathering space for staff
- Connection to the outdoor
- Outdoor gathering/eating spaces for staff
- Collaboration spaces
- Break-out spaces
- Spaces for monthly Public Education events
- Mud room /locker area w/ showers
- Library/research area
- Storage
- Parking

Challenges:
- Fire investigators are operating out of City Hall
- Permit intake operates as general information desk
- Regular in-person collaboration with departments not located in City Hall



Invited Attendees:

Building and Fire Department:
Justin Scantlin- Fire Chief
Todd Pearce - Asst. Fire Marshal
Lance Blasi- Chief Building Inspector
Anette Brightwell- Permit Clerk / Administration
Jennifer - Permit Clerk

Department Meeting | Planning Services

After the general listening session, a breakout session was conducted for each department directly impacted by the new or renovated City Hall and the former AT&T building.

Needs:
Welcoming entrance/ main reception area
Info Desk separate from permit intake
Permit Center
Space community engagement project
Chamber large enough for Planning Commission meetings
Separate entrances for general public and City Council/Planning Commission
Community engagement space
Video conferencing rooms
Indoor bike storage
Mud room
Showers
Good daylight and Connection to the outdoor
Open office w/ good acoustics
Flexible Space
Located in a place accessible to all modes of transportation
A place to showcase public art
Gathering space for staff
Outdoor gathering/eating spaces for staff
Collaboration spaces and Break-out spaces
Storage
Parking

Challenges:
Planning Commission uses Council Chambers for meetings but have larger attendance than typical council meetings
Permit intake operates as general information desk
Regular in-person collaboration with departments not located in City Hall
Parking lot is used by the general public for the adjacent lots



Invited Attendees:

Planning Services:
Tyler Overstreet -Planning and Community Development Director
Keegan Stanton - Senior Planner
Baylea Birchfield - Neighborhood Planner
Shelli Kerr - Comprehensive Planning Manager
Thomas Adler - Current Planning Manager
Jon Stanley - Senior Planner

Department Meeting | Mayor's Office and IT/GIS

After the general listening session, a breakout session was conducted for each department directly impacted by the new or renovated City Hall and the former AT&T building.

Needs:
Large meeting room for Mayor
Mayor having a secured circulation route separate from general public
Legal should have more privacy
Future growth space

GIS close to Planning
GIS public facing space
Digital display of the council agenda
Hoteling stations
Permit Center
Flexible Space
De-escalation spaces
Gathering space for staff
Connection to the outdoor
Outdoor gathering/eating spaces for staff
Collaboration spaces
Break-out spaces
Storage
Parking

Challenges:
GIS needs to be in close proximity to Planning
GIS needs a public facing space in addition to private/ secure space for sensitive work
Regular in-person collaboration with departments not located in City Hall
Parking is limited



Invited Attendees:

Mayor's Office & GIS/IT:
Lisa Babington- Assistant to the Mayor
Dennis Hayes - IT Director
Jim Wheeless - GIS Coordinator

Department Meeting | Legal

After the general listening session, a breakout session was conducted for each department directly impacted by the new or renovated City Hall and the former AT&T building.

Summary:

- More privacy needed for attorney's offices
- Being split up is not ideal
- Legal department is understaffed
- Legal department works with Utilities and Street departments every day
- Purchasing works with Legal but also all departments, especially Finance
- Desirable to have Legal/Purchasing/Finance all with close proximity to Mayor's office
- Purchasing suggests having a dedicated Bid Opening room
- Federal/State req's for security of certain rooms, requiring FOB to access, to be considered
- Legal deals with domestic violence, therefore need for privacy, acoustic concerns
- Waiting area for Legal should not be adjacent to waiting area for Mayor
- Parking – city vehicles cannot be taken home, therefore dedicated spaces needed
- Look at Rogers City Hall for good example
- Three takeaways: Be together, be safe, be functional.



Invited Attendees:

Legal:
Camille Thompson - Staff Attorney
Bonnie Bridges - Associate Staff Attorney
Kelsi Frederick – Purchasing Manager

City Council Visioning Session

A City Council input session was held at the Bentonville Library on 1/25/24 to gather feedback on City Hall and how it serves the community, visions for the future, community values that should be embraced and opportunities and challenges associated with the project.

Needs:
- One stop shop for doing business with the City
- The process should benefit the citizens
- Program/concept needs to be efficient
- Chambers can be multi-use for public functions
- Downtown should be the location for the Mayor's Office and Council
- Preserve historic character of downtown
- Sensitive to budget
- Options should clearly identify essentials
- Chamber access that works for Council and General Public
- Mayor's office needs to look more dignified
- Permitting process needs to be cleaned up
- Serve as the public face for the City
- Chamber have a connection to the exterior
- Functional
- Space needs to be Tech-Friendly
- Celebrate the Mayor's office
- Government affairs is the first experience when coming into City Hall



Invited Attendees:

City Council:
Mayor Orman - Mayor
Chris Sooter - Council Member
Cindy Acree - Council Member
Aubrey Patterson - Council Member
Octavio Sanchez - Council Member
Holly Hook - Council Member
Bill Burckart - Council Member
Beckie Seba - Council Member
Gayatri Agnew - Council Member

Information Gathering Sessions



Meeting with Design Workshop

The team discussed Design Workshop's ongoing design work with Parks and Recs and the Quilt of Parks. One of the primary areas of focus is to create connectivity between the existing parks and public spaces.

Key Takeaways:

- Quilt of Parks is an effort to stitch together and connect 6 separate parks including the City Square, the New A Street Promenade and other public spaces in Downtown Bentonville.
- Lawrence Plaza, Bentonville Square, Dave Peel Park, Town Branch Park, The Commons, The Activity Center Park (adjacent to the City Hall)
- One of the main considerations is the materiality used to stitch the parks together. One big idea is to bring the natural feel of Crystal Bridges into the design of the parks.

Other considerations for the park designs include:

- Bike culture of Bentonville
- Landscape as art
- Art as major design element in the A Street Promenade
- Expanding the ability to host large festivals

The New City Hall project should be integrated with the final design of the Activity Center Park and connected to the overall masterplan for the City.



Meeting with DPZ + Placeworks

The team discussed Plan Bentonville and the design teams ongoing planning work with the City.

Key Takeaways:

- Plan Bentonville will attempt to address several questions including: What are the City Limit boundaries? What's the future downtown of the City? How are urban spaces engaging?
- Comprehensive plan components will try to preserve the small town feel even though the city will be very different in 30 years given the rapid growth.
- Historic downtown could be a sub-area of the future downtown with the City Hall acting as a hinge between the historic and new downtown.
- With the rapid growth, how does the City retain an identity as 'One Bentonville'
- Gateway Park Development - A future 100-acre park on 8th street near downtown will be developed as part of the overall effort to enhance the outdoor experience and connect the green spaces and trails in the City with trails extending through the New Walmart Campus. Gateway Park and the New Walmar Campus bookend the 8th Street corridor with potential for many redevelopment projects after the Walmart office relocations.

Existing Site Tours



Municipal Complex



Administration Building



Existing City Hall

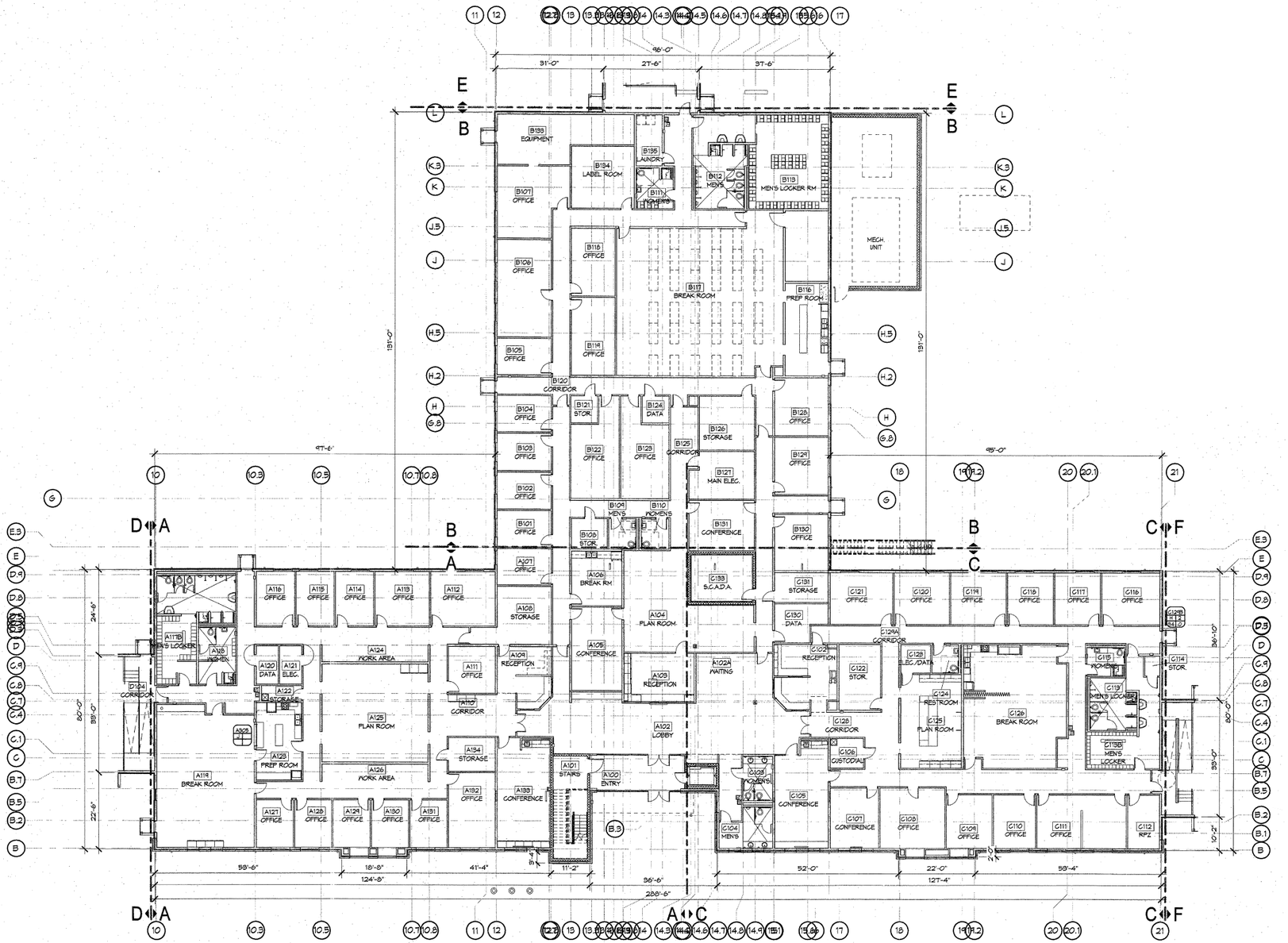


AT&T

Municipal Complex | Tour



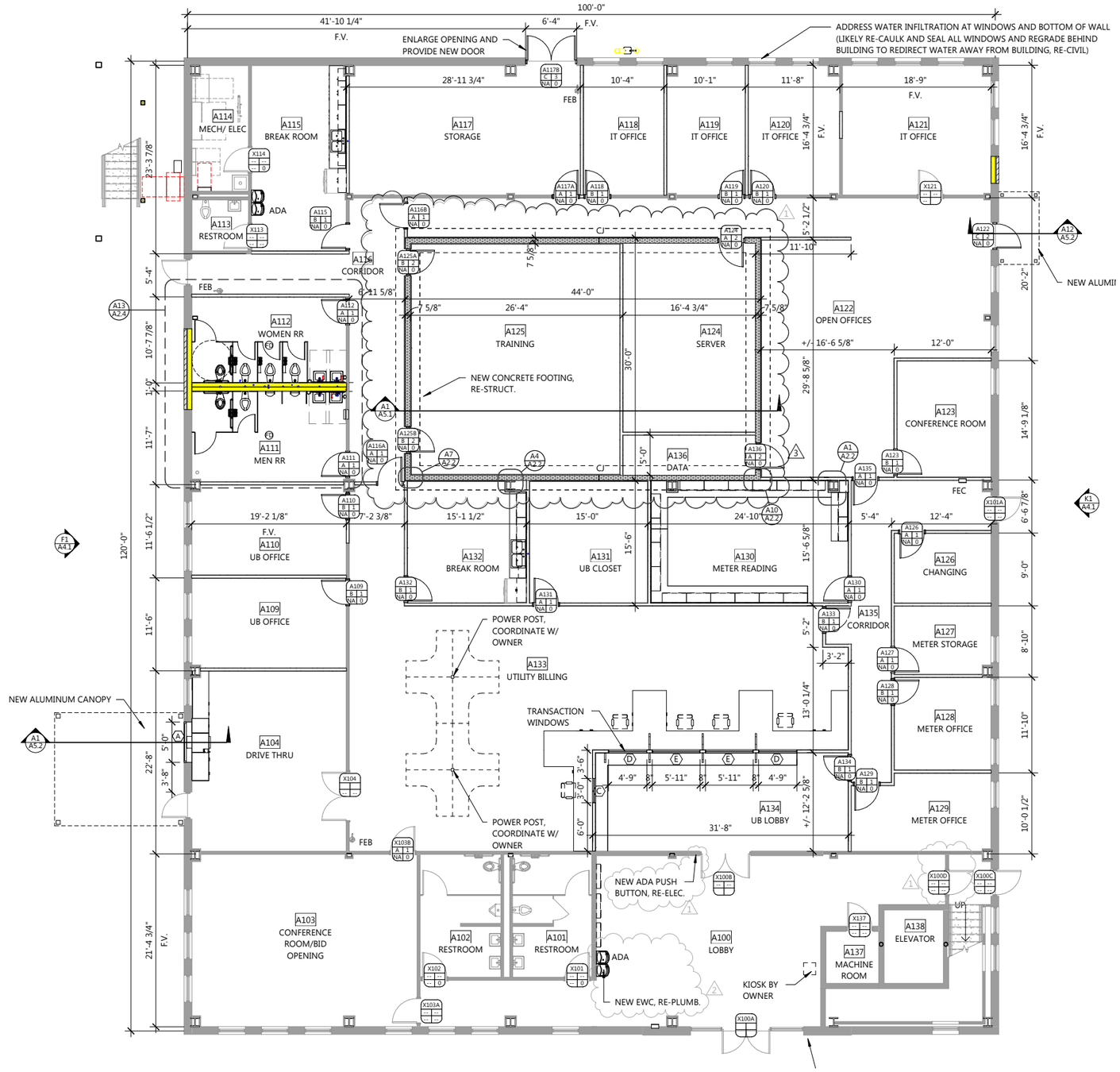




Administration Building | Tour



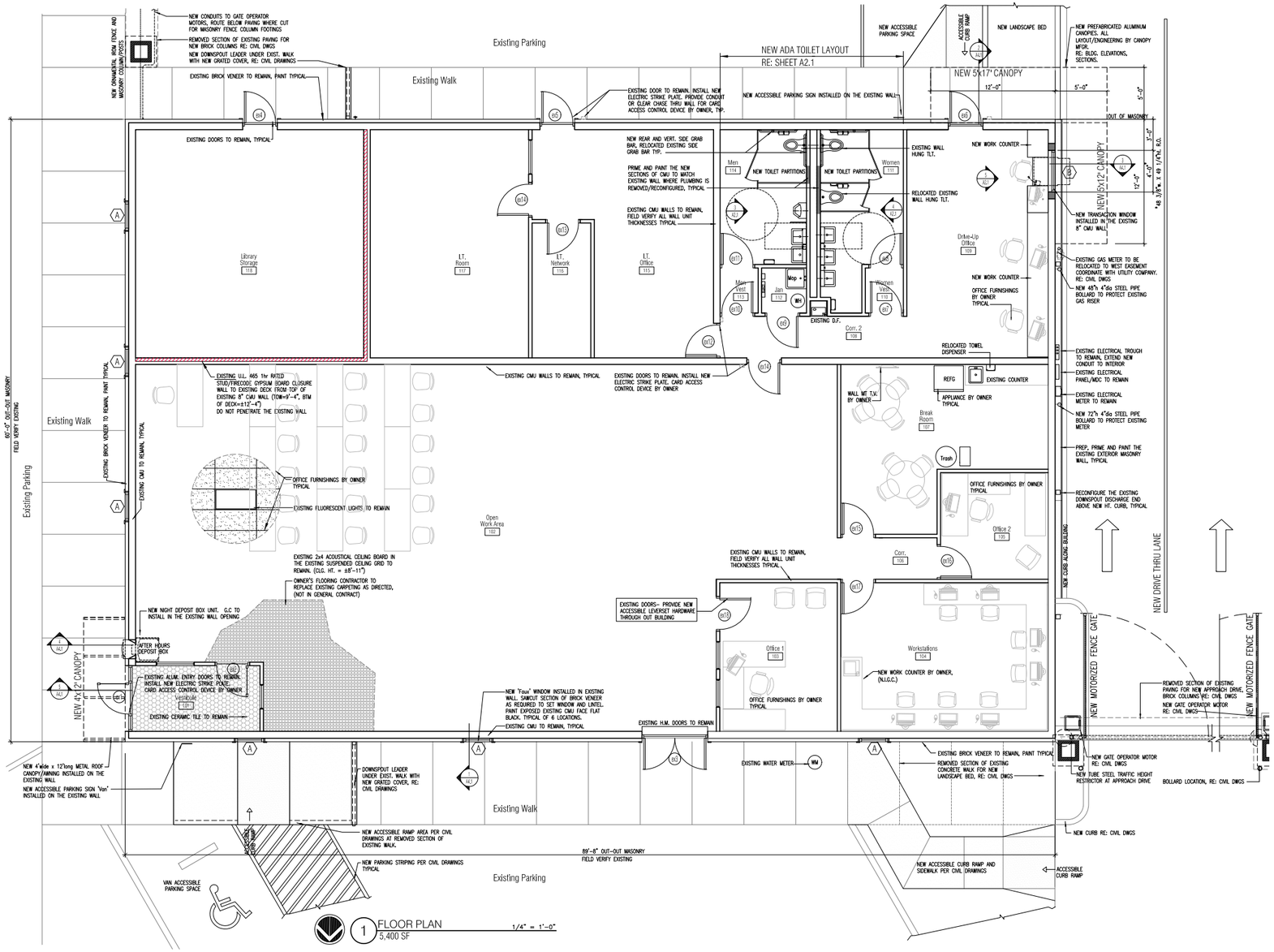




AT&T Site | Tour



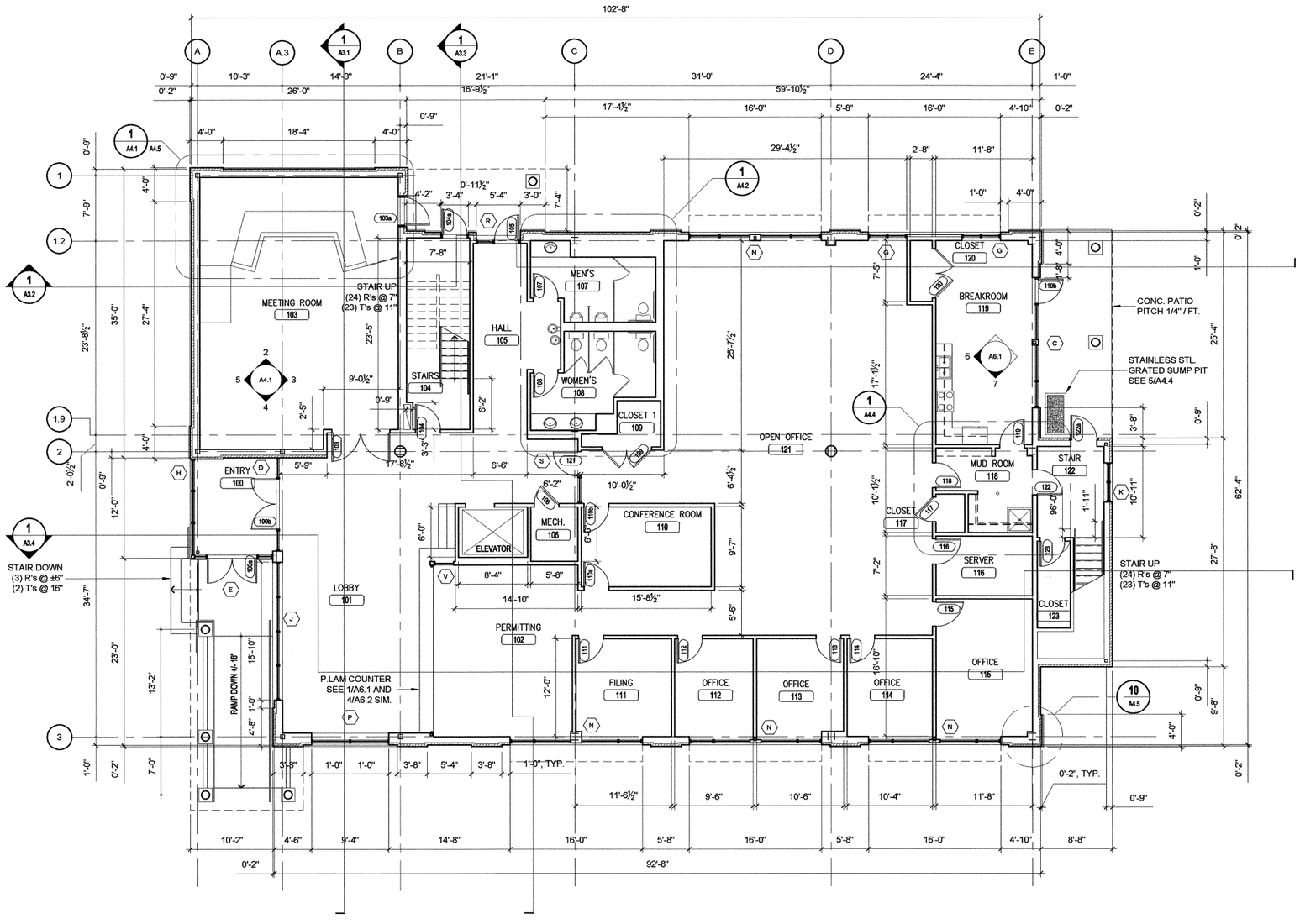




Existing City Hall | Tour









Next Steps

FALL 2023
Project Launch
Phase One: Introductory meetings with commissions, committees and community groups; online survey conducted.

WINTER 2024
Testing Ideas
Community profile and conditions report; online survey #2; community workshop; solidified direction for Community Plan edits and Future Land Use Map (FLUM).

SPRING 2024
Community Review
Draft FLUM released for community review; public and staff comments collected.

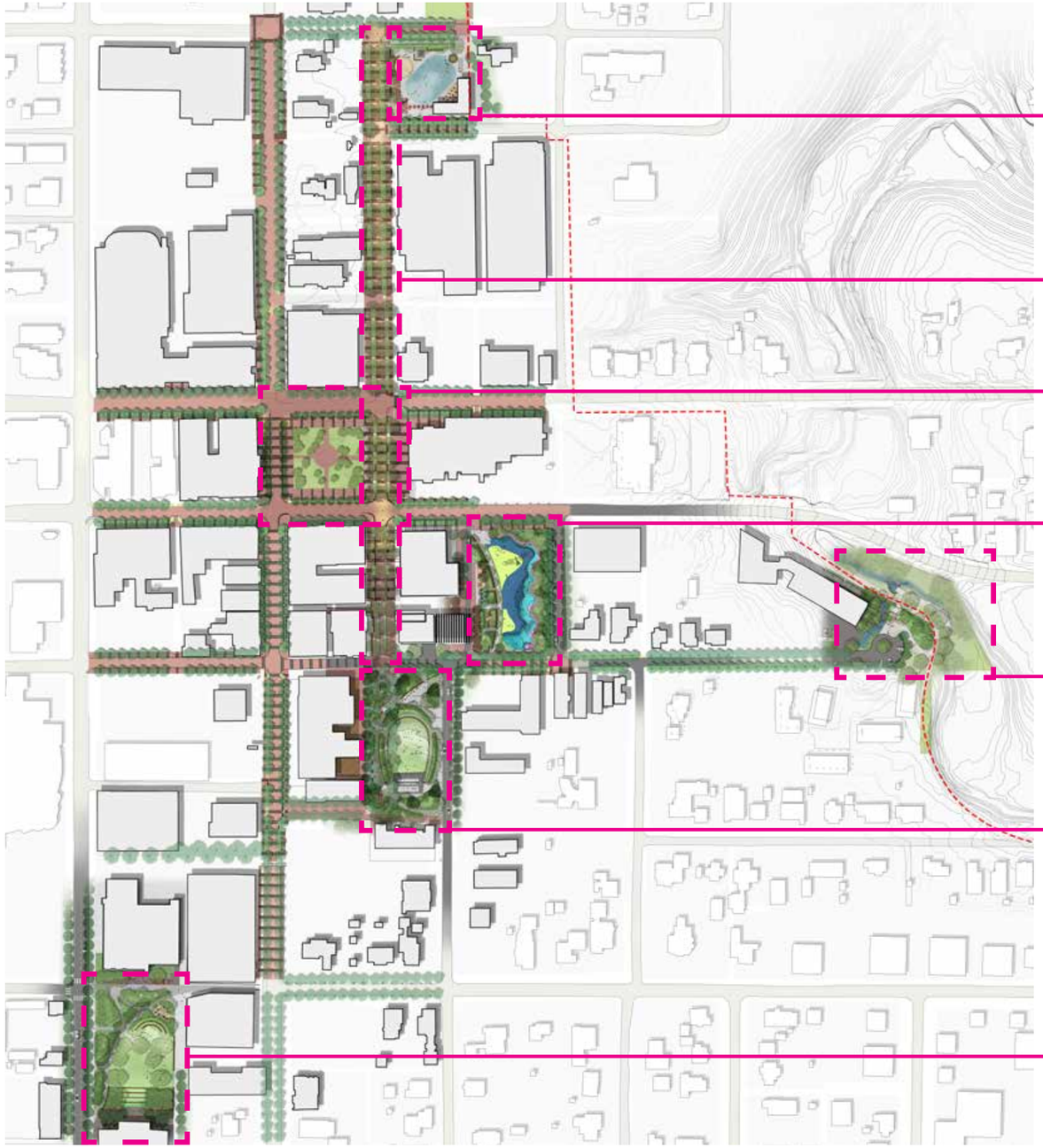
SUMMER 2024
Solidifying Ideas
Phase Two: Revised FLUM drafts released for community review; public and staff comments; FLUP adoption; Zoning code workshop.

FALL 2024
Community Review
Online survey #3; zoning code draft released for community review; second zoning workshop.

WINTER 2025
Project Completion
Zoning code drafts 2 and 3 released; final zoning workshop; zoning update completed and submitted for adoption by May 2025.

***Note:** Awareness of Plan Bentonville Schedule and any overlap between projects.

Context Analysis | Quilt of Parks



LAWRENCE PLAZA
Family Entertainment

A STREET PROMENADE
The Downtown Connector

CITY SQUARE
The Historic Center

DAVE PEEL PARK
The Playground

TOWN BRANCH PARK
Nature Gateway

THE COMMONS
The Festival Park

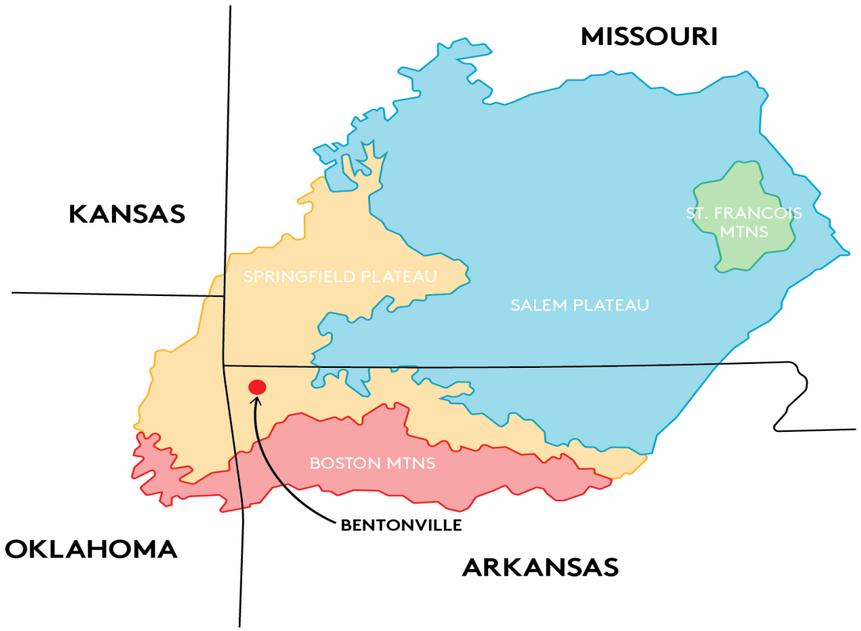
CITY HALL GREEN
Downtown Respite

***Note:** Future cooridnation between park and project.

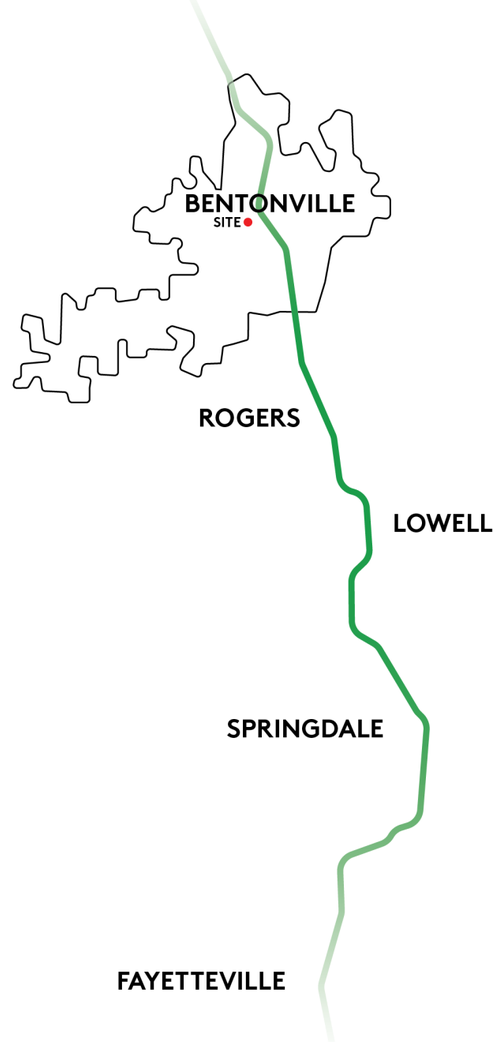
Site Analysis—

Regional Considerations

The City of Bentonville sits in an ecologically rich region within the Springfield Plateau and Elk Basin Watershed. The Razorback Greenway spans from Fayetteville to Bentonville, across the Ozark Region and multiple watersheds, connecting this dynamic landscape.







BENTONVILLE ECO-REGION

The Ozark Region is known for sparking springs, waterfalls, lakes, caves, caverns, and sinks. Part of the Ozark Plateau, the Springfield Plateau is underlain by Mississippian Cherty Limestones, called "Boone Chert" consisting of limestone and chert layers. These are eroded to form steep hills, valleys, and bluffs.

BENTON COUNTY WATERSHEDS

The Elk River watershed headwaters originate in Big Sugar Creek near Seligman, Missouri and Little Sugar Creek near Bentonville, Arkansas. The Elk River basin encompasses an area of 1,032 square miles and the corners of four states, Arkansas, Kansas, Missouri, and Oklahoma. Non-point source pollution in the basin comes from various sources including urban development and runoff, mining, land conversion from forest to pasture, free ranging livestock, channelization, road construction, and septic tanks.

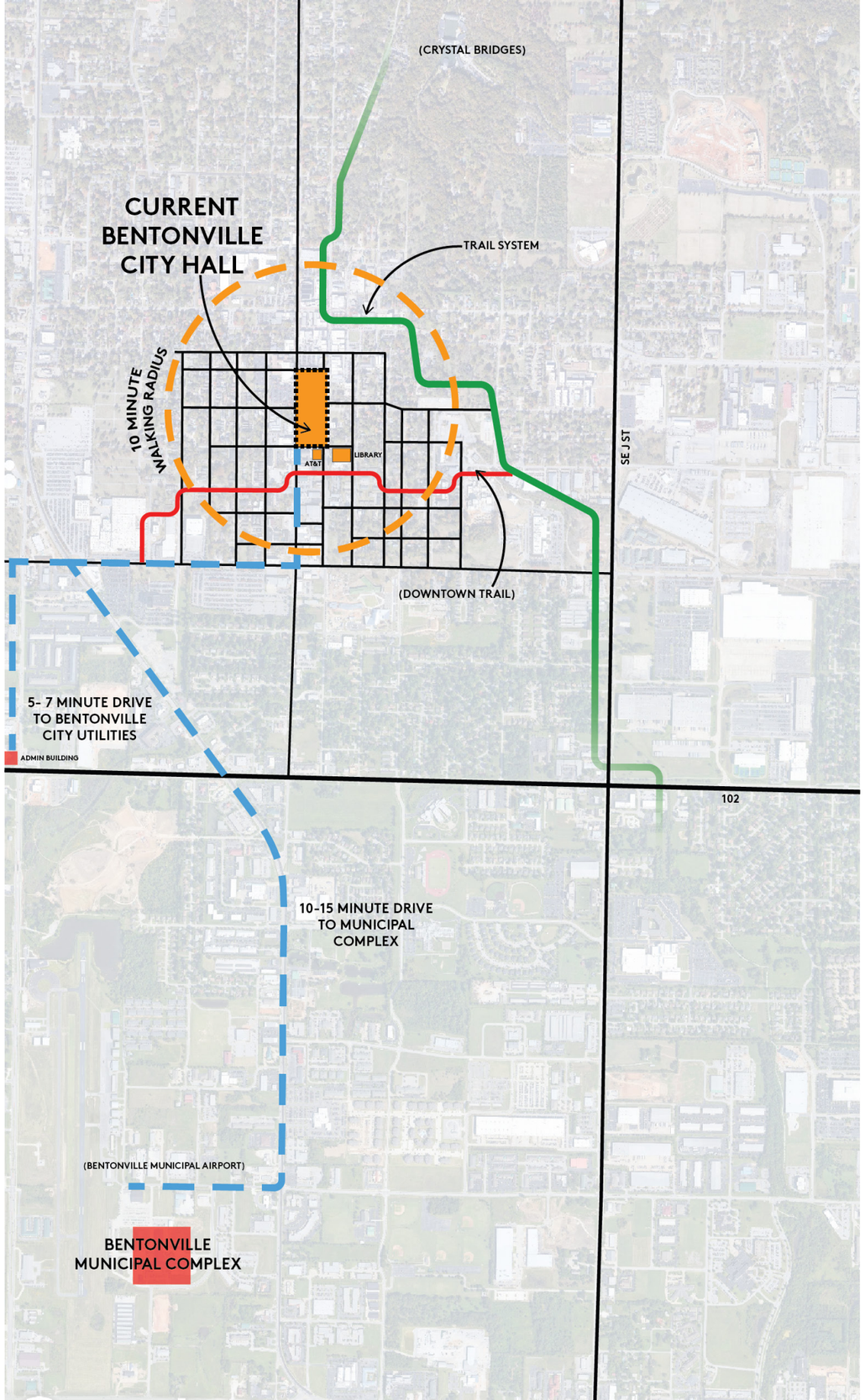
NW ARKANSAS RAZORBACK GREENWAY

The Razorback Greenway is a 36-mile, primarily off-road, shared-use trail that connects the downtown areas of Fayetteville, Springdale, Lowell, Rogers and Bentonville, their arts and entertainment districts, shopping opportunities, the University of Arkansas campus, playgrounds and neighborhoods. construction.

Bentonville City Government Connectivity

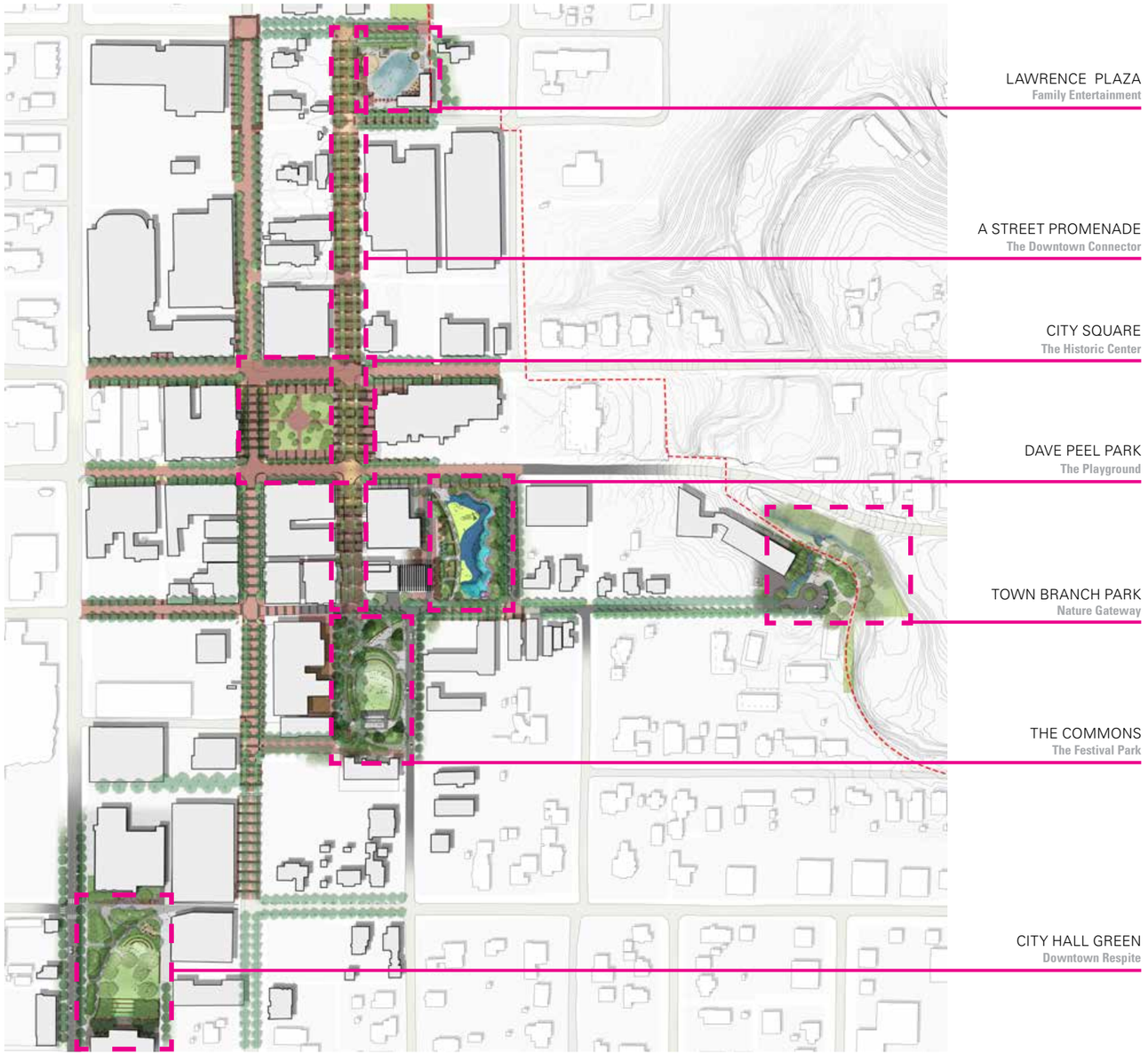
The current Bentonville City Hall is situated within the heart of the historic downtown district, within a 10 minute walk to the Town Square, the Razorback Greenway, and many restaurants, retail, and open spaces.

Connectivity to the Adminstration Building is an approximately 5 minute drive. The drive to the Bentonville Municipal Complex takes about 10-15 minutes, depending on the time of travel.



Future Bentonville Greenspace

The future 'Quilt of Parks' will connect the current site of the City Hall to the A Street Promenade and the future Activity Center Park will be an essential component to the campus, providing opportunities for the indoor/outdoor connections that the community and City leadership have envisioned.

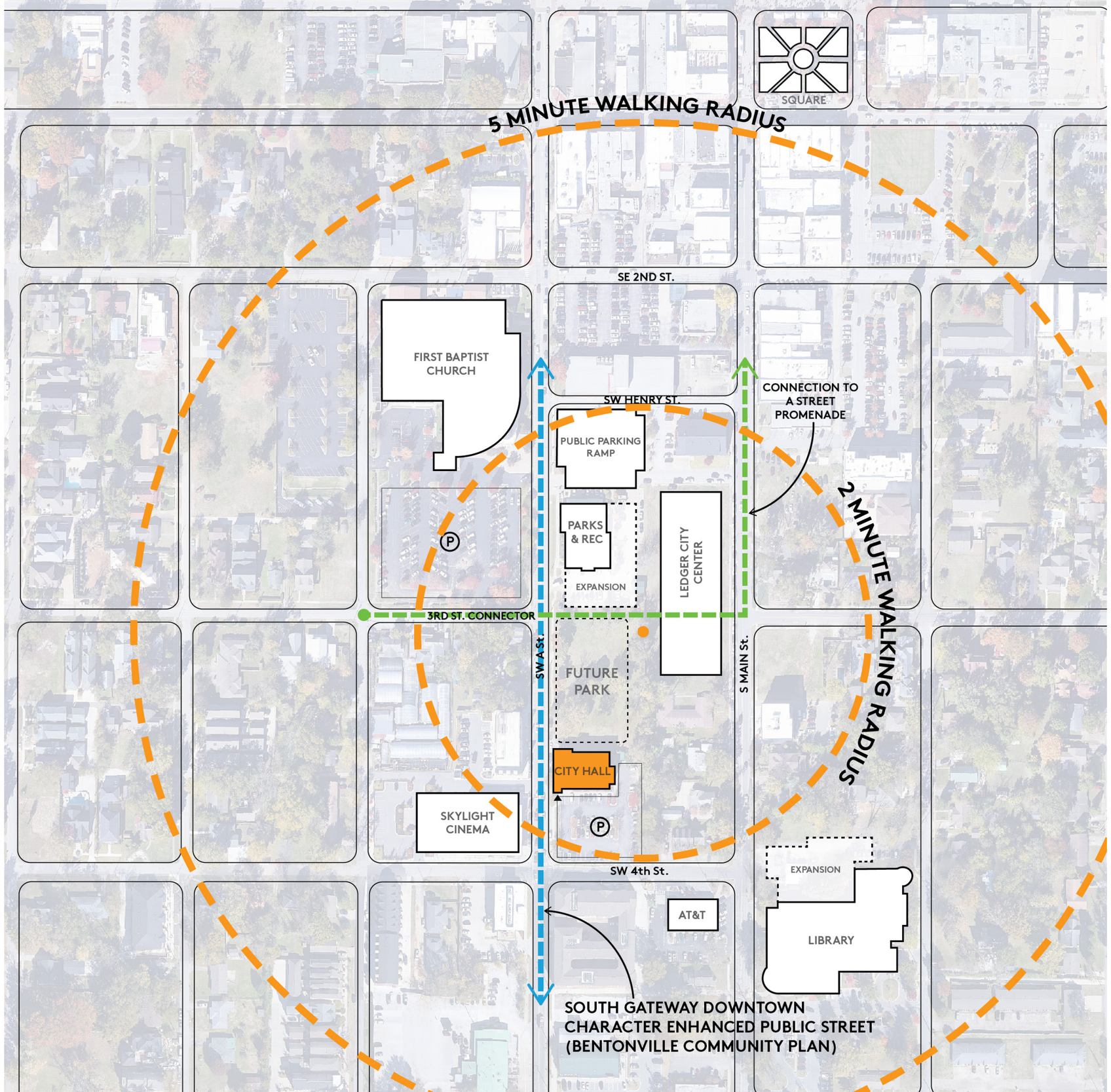


Courtesy of Design Workshop

Site Considerations

The site of the current City Hall is located at the planned South Gateway to Downtown along SW A St. and SW 4th St.

Situated in the heart of the historic downtown district, the site is within 5 minutes walking distance to the Town Square, Library, and other destinations and is immediately adjacent and only a 2 minute walk to the Ledger City Center, Parks and Recreations, and multiple parking areas.



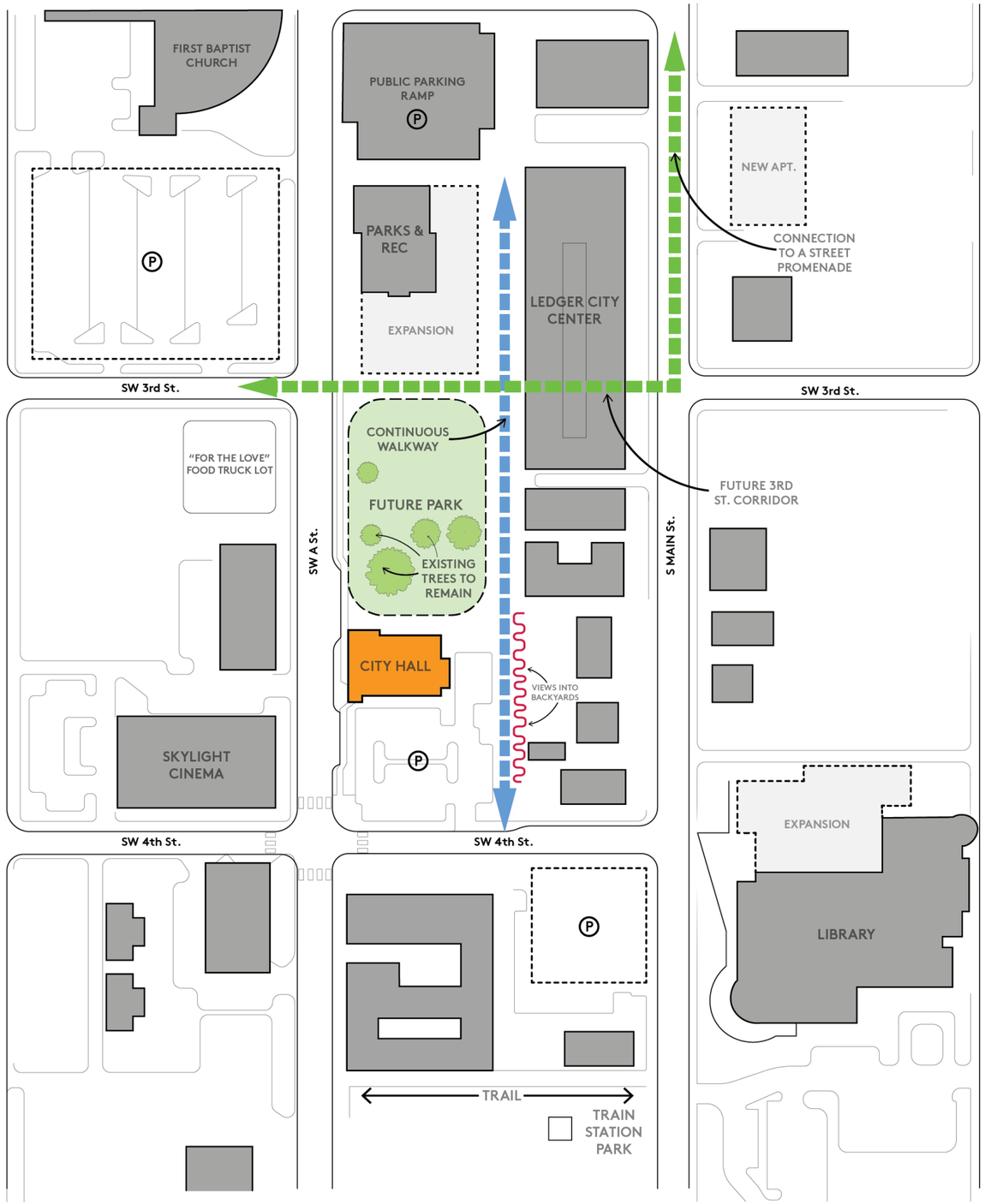
Site Analysis

The City Hall site is located immediately on an open space green and across from the soon-to-expand Parks and Recreation.

To the north, mature trees dot the green and a continous walkway to the east create a spine from north to south along the site block.

To the north of the park is the future SW 3rd street Corridor.

Various building types/businesses are located immediately to the east and views directly into the back yard areas are present.



Parking Analysis Neighborhood

EXISTING SURFACE PARKING

Existing surface public parking spaces that are within a walking distance of 2-5 minutes include:

-52 spaces at the City Hall

-28 spaces at the AT+T Building

-100 spaces at the Library

Total 180 spaces

POTENTIAL SURFACE PARKING

The First Baptist Church may pose an opportunity for shared spaces during the weekday work hours and would add 145 spaces to that total.

The site that currently contains the AT&T Building has the potential to add 42 spaces at full capacity (totaling 72 spaces at that location)

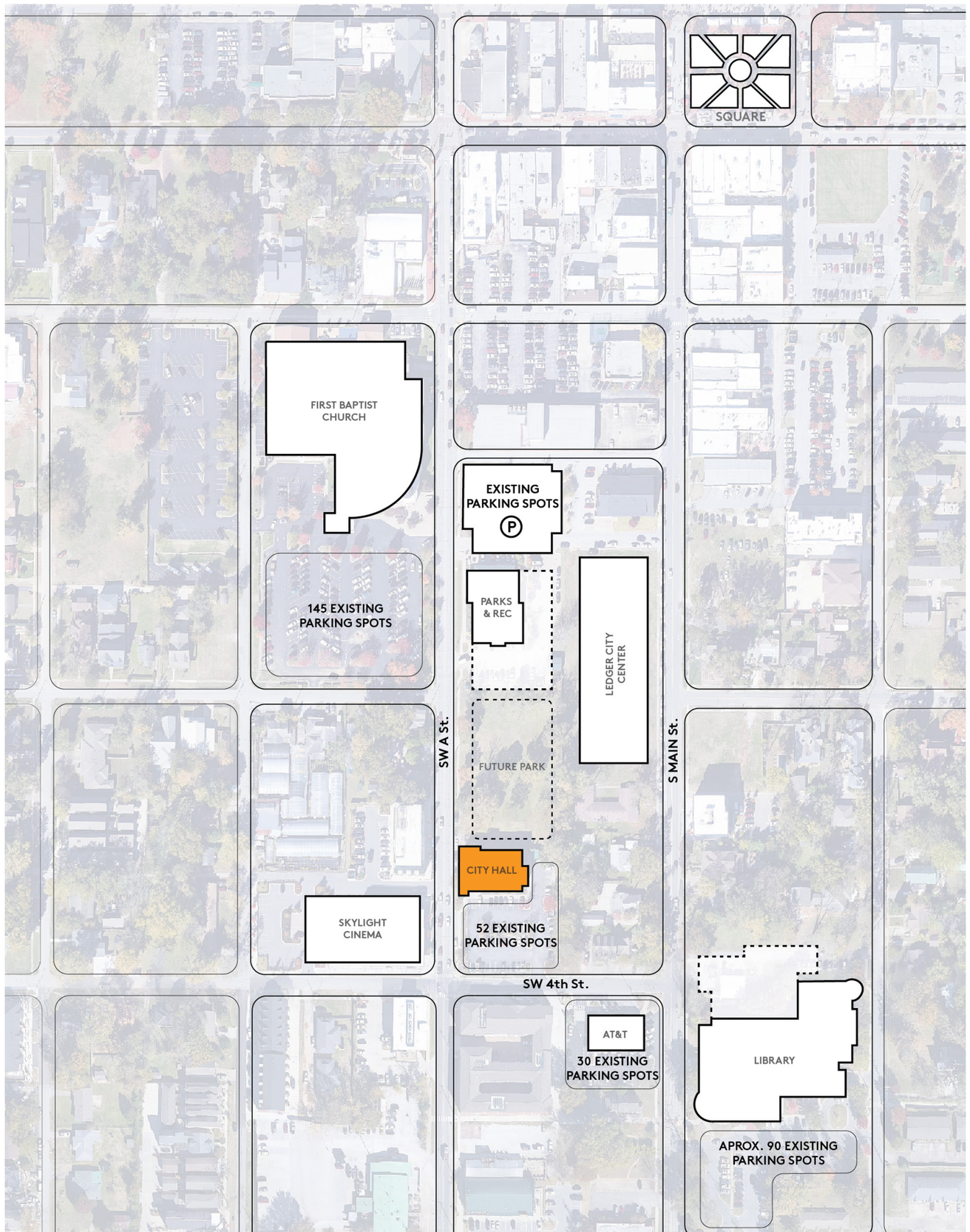
EXISTING STRUCTURED PARKING

Existing structured parking within a walking distance of 2-5 minutes include:

52 spaces north of the Parks + Recreation (Ledger Building Parking)

POTENTIAL STRUCTURED PARKING

Potential structured parking within a walking distance of 2-5 minutes could include a newly developed partnership with the First Baptist Church that would add 300 parking spaces.



Parking Analysis
Site

POTENTIAL SURFACE PARKING

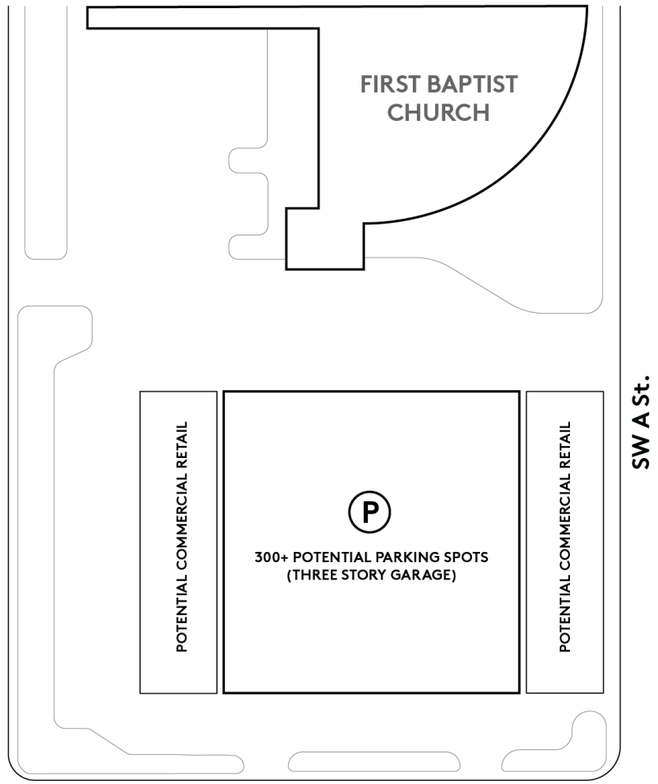
The First Baptist Church may pose an opportunity for shared spaces during the weekday work hours and would add 145 spaces to that total.

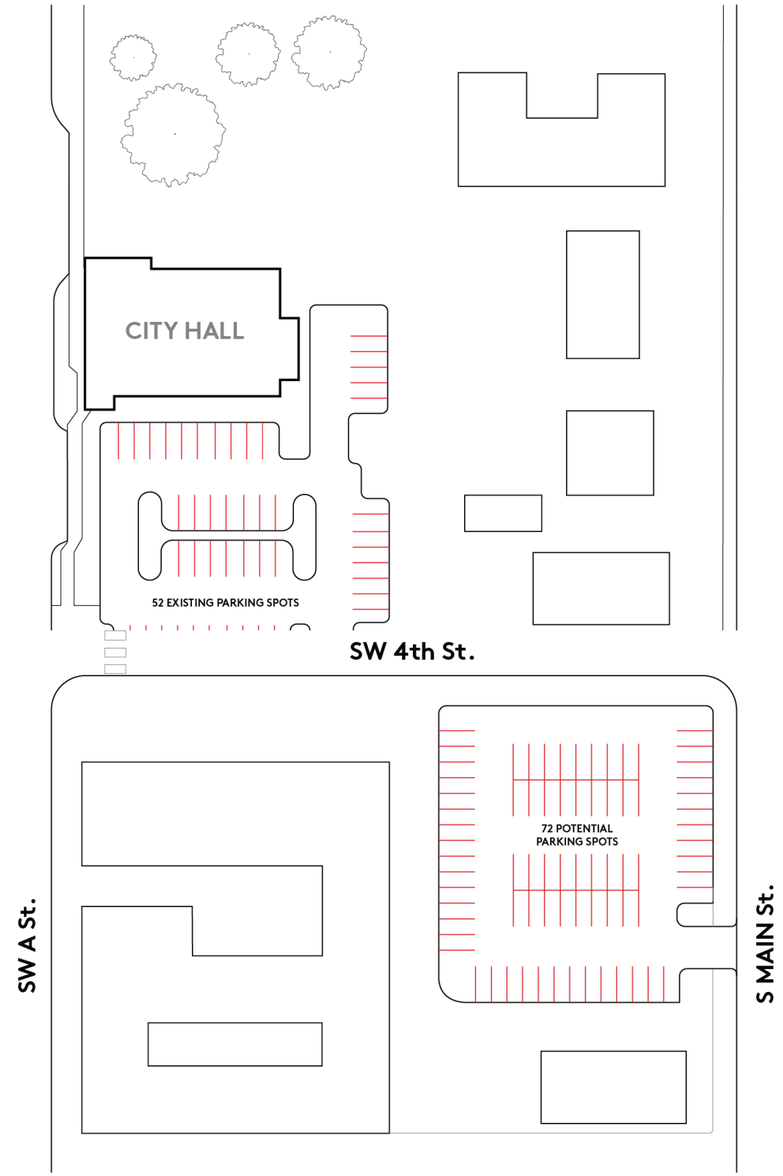
The site that currently contains the AT&T Building has the potential to add 44 spaces at full capacity (totaling 72 spaces at that location)

The City Hall lot contains 52 spaces, but this could be reduced by expansion and be offset by the other parking areas.

POTENTIAL STRUCTURED PARKING

Potential structured parking within a walking distance of 2-5 minutes could include a newly developed partnership with the First Baptist Church that would add 300 parking spaces.





POTENTIAL PARKING AT AT&T

Programming + Testing—

What we heard —

After hearing from the Mayor, City Council, Staff and Community Leaders, we have developed the following project goals:

- Provide a **new council chambers** and associated support spaces to serve current and future needs, based on a **20-year horizon**.
- Provide new and/or remodeled space to accommodate **reorganization of departments to improve efficiency,** resulting in best-in-class service for the citizens of Bentonville.
- **Be smart with this financial investment.** Consider not only the first cost, but anticipate long term cost implications of each option.

Provide clear and concise analysis and data, to allow for discussion of tradeoffs between options and clear direction for moving forward.

Existing Space Assessment

Municipal Complex

- Abundance of underutilized space including redundant uses and oversize offices
- Expansion opportunities
- Clear division of departmental uses
- Adequate parking and room to expand on city owned property

City Hall

- Excellent location for city hall
- Lacks adequate council chambers and associated support spaces
- Lacks room for adequate growth of all current departments
- Poor layout of space leads to inefficiency of operations
- Lacks connection to outdoor space
- Inadequate parking count and parking control

Administration Building

- Abundance of underutilized space allowing for use as “surge space” during construction
- Customer facing experience not conducive to use as city hall
- Valuable land basis

AT&T

- See assessment by Hight Jackson
- Excellent location for centralized parking to serve city hall and library overflow
- Secure parking is good
- Quality of space is inadequate for long term use as office space for any department

Overall Program Summary

MITHUN **BENTONVILLE CITY HALL** Updated: ~~03/19/2015~~ April 10, 2024

OVERALL PROGRAM SUMMARY

	Total Net	Total Useable	***Total Gross***	Percent of total SF	Notes/Comments:
Administration	1,404	1,966	**2,162**	4%	
Fire and Building Safety	4,153	5,814	**6,396**	11%	
Utility Billing	5,177	7,248	**7,973**	14%	
IT and GIS	3,505	4,907	**5,398**	9%	
Legal	2,785	3,899	**4,289**	7%	
Engineering	3,066	4,292	**4,722**	8%	
Finance	2,216	3,102	**3,413**	6%	
Human Resouces	2,649	3,709	**4,079**	7%	
Planning	4,475	6,265	**6,892**	12%	
Shared Program	8,370	10,881	**11,969**	21%	
Total:	37,800	52,083	***57,291***	100%	
Outdoor Space			**TBD**		
Parking			**TBD**		
Other, TBD			**TBD**		

Shared Program

SHARED PROGRAM

Space Type	Unit SF*	Growth n/a	Assumed	Total SF	Notes:
TBD Other unique program element - Gallery, etc.	750		1	750	To be defined
Lobby and Entry	750		1	750	Could be combined with Prefunction
Small Conference	300		0	0	(1) for ea dept assumed as placeholder for programming, in detail
Medium Conference	550		2	1100	Council executive meeting room and shared
Large Conference/Training Room (20 people)	700		2	1400	*Note: Combine multiple to make extra large training/conference?*
Council Chambers	3000		1	3000	Assume seating for 75-100 @ 15sf/person, doubled for Council Area
Executive Kitchenette	120		1	120	Off council chambers, combined with exec meeting room
Prefunction Gathering Space	1000		1	1000	Could be combined with Lobby
Storage Room	200		5	1000	TBD
					Assumes various shared storage spaces will be needed, or combined
Shared Program Subtotal				*8370*	
Total Net SF				**8370**	
Circulation Add-On		30%		2511	
Total Usable SF				**10881**	
Base Building Add-On		10%		1088	
Total Gross SF				***11969***	

Administration

ADMINISTRATION

		Growth			175% Traget		
Space Type	**Unit SF***	**Current**	*5 Years*	*20 Years*	**Adj. Count**	**Total SF**	**Notes:**
Executive Offices	225	2	*3*	*4*	2	450	
Private Offices	150	0	*2*	*3*	2	300	
Workstations	64	1	*0*	*0*	1	64	*Average 8x8 workstation*
Hoteling Spaces	50	0	*2*	*3*	0	0	*Assumes smaller workspace for hoteling*
Staff Workspace Subtotal		*3*	*7*	*10*	5	*814*	**Note: Size of standard workspaces not yet finalized.*
				175%	*5.25*		*Adjusted count projection used to calcualte total SF.*
Support Spaces							
Phone Rooms (1-2 people)	60	-	-		0	0	
Huddle Rooms (3-6 people)	200	-	-		0	0	
Small Conference (7-10 people)	300	-	-		1	300	Dedicated conference room
Medium Conference (10-20 people)	400	-	-		0	0	
Large Conference (20+ people)	700	-	-		0	0	
Copy + Print Area	100	-	-		1	100	Dedicated area for HR
Storage Room	150	-	-		1	150	Dedicated area for HR
Server/Data Room	100	-	-		0	0	
Break Room/Lounge Space/Lunch Space	600	-	-		0	0	
Mail Space	100	-	-		0	0	
Lateral Files	8	-	-		5	40	*TBD*
Support Subtotal						*590*	
Total Net SF						**1404**	
Circulation Add-On			40%			562	
Total Usable SF						**1966**	
Base Building Add-On			10%			197	
Total Gross SF						***2162***	

FIRE AND BUILDING SAFETY

		Growth			175% Traget		
Space Type	**Unit SF***	**Current**	*5 Years*	*20 Years*	**Adj. Count**	**Total SF**	**Notes:**
Executive Offices	225	1	*3*	*3*	1	225	*Adjust to (1) with (2) additional standard, per email*
Private Offices	150	6	*7*	*10*	12	1800	
Workstations	64	7	*7*	*12*	12	768	*Average 8x8 workstation*
Hoteling Spaces	50	3	*3*	*6*	5	250	*Assumes smaller workspace for hoteling*
Staff Workspace Subtotal		*17*	*20*	*31*	30	*3043*	**Note: Size of standard workspaces not yet finalized.*
				175%	*29.75*		*Adjusted count projection used to calcualte total SF.*
Support Spaces							
Phone Rooms (1-2 people)	60	-	-		1	60	Phone rooms identified for groups with more higher workstation %
Huddle Rooms (3-6 people)	200	-	-		1	200	
Small Conference (7-10 people)	300	-	-		1	0	
Medium Conference (10-20 people)	400	-	-		0	0	
Large Conference (20+ people)	700	-	-		0	0	
Copy + Print Area	100	-	-		1	100	
Storage Room	150	-	-		1	150	
Server/Data Room	100	-	-		0	0	
Break Room/Lounge Space/Lunch Space	600	-	-		1	600	Locker, shower, etc. (?)
Mail Space	100	-	-		0	0	
Lateral Files	8	-	-		0	0	*TBD*
Support Subtotal						*1110*	
Total Net SF						**4153**	
Circulation Add-On			40%			1661	
Total Usable SF						**5814**	
Base Building Add-On			10%			581	
Total Gross SF						***6396***	

UTILITY BILLING

		Growth			175% Traget		
Space Type	**Unit SF***	**Current**	*5 Years*	*20 Years*	**Adj. Count**	**Total SF**	**Notes:**
Executive Offices	225	1	*1*	*1*	1	225	
Private Offices	150	2	*3*	*4*	4	600	
Workstations	64	16	*21*	*36*	28	1792	*Average 8x8 workstation*
Hoteling Spaces	50	0	*0*	*0*	0	0	*Assumes smaller workspace for hoteling*
Staff Workspace Subtotal		*19*	*25*	*41*	33	*2617*	**Note: Size of standard workspaces not yet finalized.*
				175%	*33.25*		*Adjusted count projection used to calcualte total SF.*
Support Spaces							
Phone Rooms (1-2 people)	60	-	-		1	60	Phone rooms identified for groups with more higher workstation %
Huddle Rooms (3-6 people)	200	-	-		2	400	Assumes (1) meeting room and requested quiet room
Small Conference (7-10 people)	300	-	-		0	0	
Medium Conference (10-20 people)	400	-	-		1	400	Requested training room
Large Conference (20+ people)	700	-	-		0	0	
Copy + Print Area	100	-	-		1	100	
Storage Room	150	-	-		2	300	Requested
Server/Data Room	100	-	-		0	0	
Break Room/Lounge Space/Lunch Space	600	-	-		2	1200	Requested locker, shower, etc. (?) and break room
Mail Space	100	-	-		1	100	
Lateral Files	8	-	-		0	0	*TBD*
Support Subtotal						*2560*	
Total Net SF						**5177**	
Circulation Add-On			40%			2071	
Total Usable SF						**7248**	
Base Building Add-On			10%			725	
Total Gross SF						***7973***	

IT and GIS

IT AND GIS

		Growth			175% Traget		
Space Type	**Unit SF***	**Current**	*5 Years*	*20 Years*	**Adj. Count**	**Total SF**	**Notes:**
Executive Offices	225	2	*3*	*5*	3	675	
Private Offices	150	8	*10*	*20*	10	1500	
Workstations	64	6	*10*	*20*	10	640	*Average 8x8 workstation*
Hoteling Spaces	50	0	*6*	*10*	5	250	*Assumes smaller workspace for hoteling*
Staff Workspace Subtotal		*16*	*29*	*55*	28	*3065*	**Note: Size of standard workspaces not yet finalized.*
				175%	*28*		*Adjusted count projection used to calcualte total SF.*
Support Spaces							
Phone Rooms (1-2 people)	60	-	-		1	60	Phone rooms identified for groups with more higher workstation %
Huddle Rooms (3-6 people)	200	-	-		1	200	
Small Conference (7-10 people)	300	-	-		0	0	
Medium Conference (10-20 people)	400	-	-		0	0	
Large Conference (20+ people)	700	-	-		0	0	
Copy + Print Area	100	-	-		1	100	
Storage Room	150	-	-		1	150	
Server/Data Room	100	-	-		0	0	
Break Room/Lounge Space/Lunch Space	600	-	-		0	0	
Mail Space	100	-	-		0	0	
Lateral Files	8	-	-		10	80	*TBD*
Support Subtotal						*590*	
Total Net SF						**3655**	
Circulation Add-On			40%			1462	
Total Usable SF						**5117**	
Base Building Add-On			10%			512	
Total Gross SF						***5629***	

LEGAL

		Growth			175% Traget		
Space Type	**Unit SF***	**Current**	*5 Years*	*20 Years*	**Adj. Count**	**Total SF**	**Notes:**
Executive Offices	225	3	*4*	*6*	5	1125	
Private Offices	150	4	*6*	*8*	6	900	
Workstations	64	0	*1*	*3*	1	64	*Average 8x8 workstation*
Hoteling Spaces	50	0	*0*	*0*	0	0	*Assumes smaller workspace for hoteling*
Staff Workspace Subtotal		7	*11*	*17*	12	*2089*	**Note: Size of standard workspaces not yet finalized.*
				175%	*12.25*		*Adjusted count projection used to calcualte total SF.*
Support Spaces							
Phone Rooms (1-2 people)	60	-	-		0	0	
Huddle Rooms (3-6 people)	200	-	-		1	200	Dedicated space for Legal
Small Conference (7-10 people)	300	-	-		1	300	
Medium Conference (10-20 people)	400	-	-		0	0	
Large Conference (20+ people)	700	-	-		0	0	
Copy + Print Area	100	-	-		1	100	
Storage Room	150	-	-		1	150	
Server/Data Room	100	-	-		0	0	
Break Room/Lounge Space/Lunch Space	600	-	-		0	0	
Mail Space	100	-	-		0	0	
Lateral Files	8	-	-		12	96	*TBD*
Support Subtotal						*846*	
Total Net SF						**2935**	
Circulation Add-On			40%			1174	
Total Usable SF						**4109**	
Base Building Add-On			10%			411	
Total Gross SF						***4520***	

ENGINEERING

		Growth			175% Traget		
Space Type	**Unit SF***	**Current**	*5 Years*	*20 Years*	**Adj. Count**	**Total SF**	**Notes:**
Executive Offices	225	0	*0*	*0*	0	0	
Private Offices	150	7	*8*	*15*	10	1500	
Workstations	64	7	*10*	*27*	15	960	*Average 8x8 workstation*
Hoteling Spaces	50	0	*0*	*0*	0	0	*Assumes smaller workspace for hoteling*
Staff Workspace Subtotal		*14*	*18*	*42*	25	*2460*	**Note: Size of standard workspaces not yet finalized.*
				175%	*24.5*		*Adjusted count projection used to calcualte total SF.*
Support Spaces							
Phone Rooms (1-2 people)	60	-	-		1	60	Phone rooms identified for groups with more higher workstation %
Huddle Rooms (3-6 people)	200	-	-		1	200	
Small Conference (7-10 people)	300	-	-		0	0	
Medium Conference (10-20 people)	400	-	-		0	0	
Large Conference (20+ people)	700	-	-		0	0	
Copy + Print Area	100	-	-		1	100	
Storage Room	150	-	-		1	150	
Server/Data Room	100	-	-		0	0	
Break Room/Lounge Space/Lunch Space	600	-	-		0	0	
Mail Space	100	-	-		0	0	
Lateral Files	8	-	-		12	96	*TBD*
Support Subtotal						*606*	
Total Net SF						**3066**	
Circulation Add-On			40%			1226	
Total Usable SF						**4292**	
Base Building Add-On			10%			429	
Total Gross SF						***4722***	

FINANCE

		Growth			175% Traget		
Space Type	**Unit SF***	**Current**	*5 Years*	*20 Years*	**Adj. Count**	**Total SF**	**Notes:**
Executive Offices	225	0	*0*	*0*	0	0	
Private Offices	150	11	*7*	*7*	7	1050	
Workstations	64	0	*7*	*9*	9	576	*Average 8x8 workstation*
Hoteling Spaces	50	0	*0*	*0*	0	0	*Assumes smaller workspace for hoteling*
Staff Workspace Subtotal		*11*	*14*	*16*	16	*1626*	**Note: Size of standard workspaces not yet finalized.*
				175%	*19.25*		*Adjusted count projection used to calcualte total SF.*
Support Spaces							
Phone Rooms (1-2 people)	60	-	-		1	60	Phone rooms identified for groups with more higher workstation %
Huddle Rooms (3-6 people)	200	-	-		1	200	
Small Conference (7-10 people)	300	-	-		0	0	
Medium Conference (10-20 people)	400	-	-		0	0	
Large Conference (20+ people)	700	-	-		0	0	
Copy + Print Area	100	-	-		1	100	
Storage Room	150	-	-		1	150	
Server/Data Room	100	-	-		0	0	
Break Room/Lounge Space/Lunch Space	600	-	-		0	0	
Mail Space	100	-	-		0	0	
Lateral Files	8	-	-		10	80	*TBD*
Support Subtotal						*590*	
Total Net SF						**2216**	
Circulation Add-On			40%			886	
Total Usable SF						**3102**	
Base Building Add-On			10%			310	
Total Gross SF						***3413***	

Human Resources

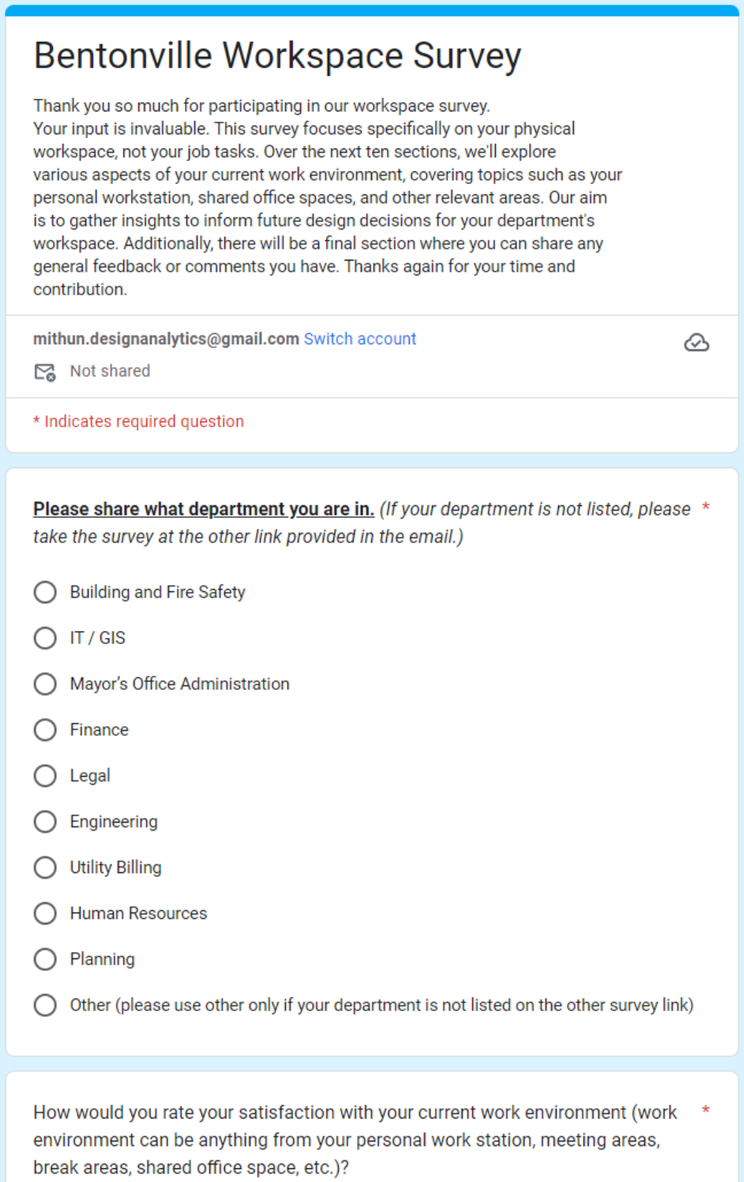
HUMAN RESOURCES

		Growth			175% Traget		
Space Type	**Unit SF***	**Current**	*5 Years*	*20 Years*	**Adj. Count**	**Total SF**	**Notes:**
Executive Offices	225	1	*1*	*3*	3	675	
Private Offices	150	4	*5*	*8*	8	1200	
Workstations	64	1	*1*	*2*	2	128	*Average 8x8 workstation*
Hoteling Spaces	50	3	*3*	*5*	3	150	*Assumes smaller workspace for hoteling*
Staff Workspace Subtotal		*9*	*10*	*18*	16	*2153*	**Note: Size of standard workspaces not yet finalized.*
				175%	*15.75*		*Adjusted count projection used to calcualte total SF.*
Support Spaces							
Phone Rooms (1-2 people)	60	-	-		0	0	
Huddle Rooms (3-6 people)	200	-	-		0	0	
Small Conference (7-10 people)	300	-	-		1	300	Dedicated HR Meeting Room
Medium Conference (10-20 people)	400	-	-		0	0	
Large Conference (20+ people)	700	-	-		0	0	
Copy + Print Area	100	-	-		1	100	
Storage Room	150	-	-		1	150	
Server/Data Room	100	-	-		0	0	
Break Room/Lounge Space/Lunch Space	600	-	-		0	0	
Mail Space	100	-	-		0	0	
Lateral Files	8	-	-		12	96	*TBD*
Support Subtotal						*646*	
Total Net SF						**2799**	
Circulation Add-On			40%			1120	
Total Usable SF						**3919**	
Base Building Add-On			10%			392	
Total Gross SF						***4310***	

PLANNING

		Growth			175% Traget		
Space Type	**Unit SF***	**Current**	*5 Years*	*20 Years*	**Adj. Count**	**Total SF**	**Notes:**
Executive Offices	225	3	*4*	*5*	4	900	
Private Offices	150	5	*6*	*10*	7	1050	
Workstations	64	5	*8*	*15*	8	512	*Average 8x8 workstation*
Hoteling Spaces	50	0	*4*	*6*	4	200	*Assumes smaller workspace for hoteling*
Front Desk / Customer Service	64	1	*2*	*5*	2	128	
Staff Workspace Subtotal		*14*	*24*	*41*	25	*2790*	**Note: Size of standard workspaces not yet finalized.*
				175%	*24.5*		*Adjusted count projection used to calcualte total SF.*
Support Spaces							
Phone Rooms (1-2 people)	60	-	-		1	60	Phone rooms identified for groups with more higher workstation %
Huddle Rooms (3-6 people)	200	-	-		0	0	
Small Conference (7-10 people)	300	-	-		1	300	Dedicated conference room
Medium Conference (10-20 people)	400	-	-		0	0	
Large Conference (20+ people)	700	-	-		1	700	Dedicated Planning / Pre-App Conference Room
Copy + Print Area	100	-	-		1	100	
Storage Room	150	-	-		1	150	
Server/Data Room	100	-	-		0	0	
Break Room/Lounge Space/Lunch Space	600	-	-		1	600	Planning work-room, files etc.
Mail Space	100	-	-		0	0	
Lateral Files	8	-	-		0	0	*TBD*
Support Subtotal						*1910*	
Total Net SF						**4700**	
Circulation Add-On			40%			1880	
Total Usable SF						**6580**	
Base Building Add-On			10%			658	
Total Gross SF						***7238***	

Workspace Survey | Overview



Bentonville Workspace Survey

Thank you so much for participating in our workspace survey.
Your input is invaluable. This survey focuses specifically on your physical workspace, not your job tasks. Over the next ten sections, we'll explore various aspects of your current work environment, covering topics such as your personal workstation, shared office spaces, and other relevant areas. Our aim is to gather insights to inform future design decisions for your department's workspace. Additionally, there will be a final section where you can share any general feedback or comments you have. Thanks again for your time and contribution.

mithun.designanalytics@gmail.com Switch account

Not shared

* Indicates required question

Please share what department you are in. *(If your department is not listed, please take the survey at the other link provided in the email.)* *

- Building and Fire Safety
- IT / GIS
- Mayor's Office Administration
- Finance
- Legal
- Engineering
- Utility Billing
- Human Resources
- Planning
- Other (please use other only if your department is not listed on the other survey link)

How would you rate your satisfaction with your current work environment (work environment can be anything from your personal work station, meeting areas, break areas, shared office space, etc.)? *

An online survey was developed and deployed for two groups:

- Staff members in departments that are being evaluated as part of the project including: Building and Fire Safety, IT/GIS, Finance, Legal, Mayor's Office Administration, Finance, Engineering, Utility Billding, Human resources and Planning.
- As well as staff members of city departments not being evaluated as part of the project.

The survey was run for a week from March 4th, 2024 - March 11th, 2024.

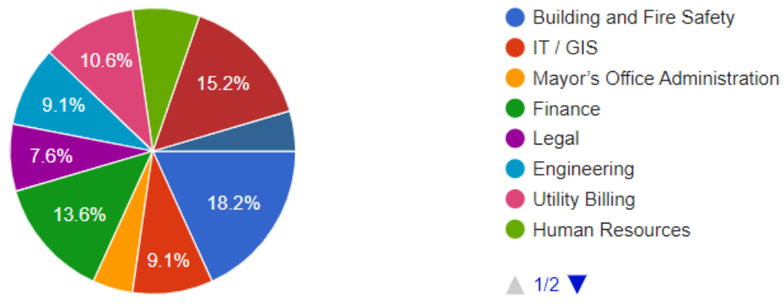
(66) Staff members participated in the survey from City Hall Departments.
(81) Staff members participated in the survey from Other Departments.

The results shared in this program document capture those responses from the departments that may occupy the new City Hall project.

Workspace Survey | Results

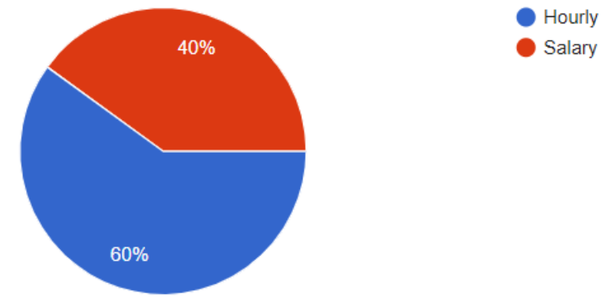
Please share what department you are in. *(If your department is not listed, please take the survey at the other link provided in the email.)*

66 responses



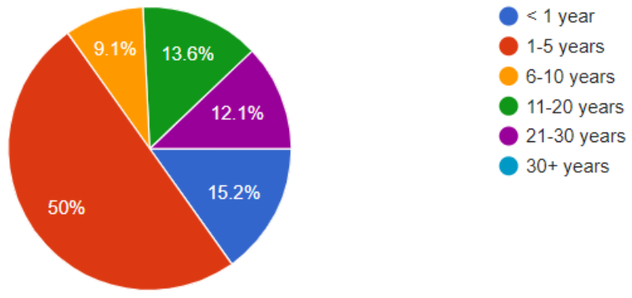
How would you describe your current role?

65 responses



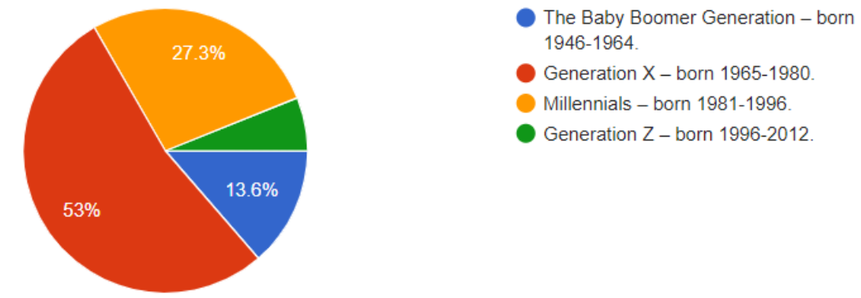
How many years have you worked with the City?

66 responses



What generation are you a part of?

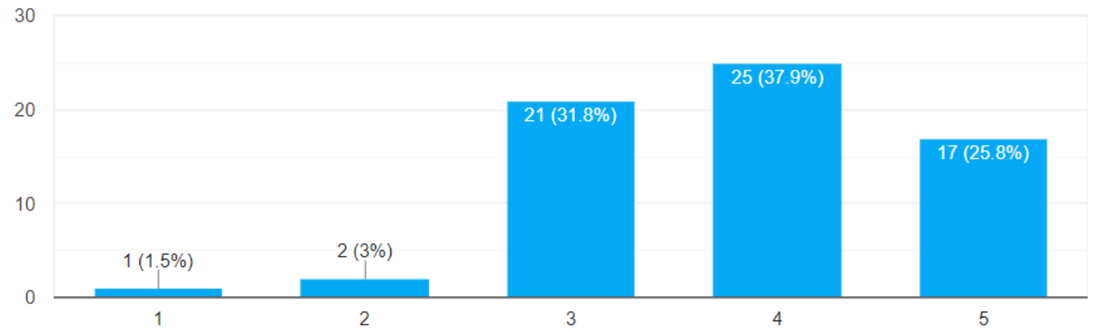
66 responses



Workspace Survey | Results

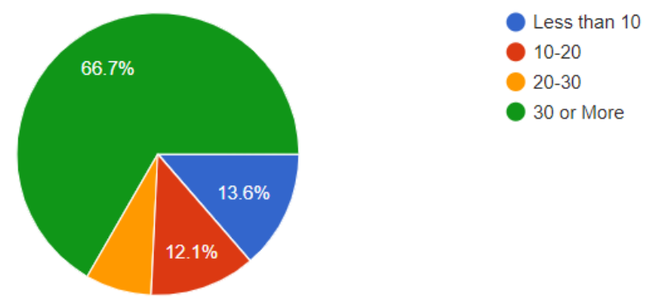
How would you rate your satisfaction with your current work environment (work environment can be anything from your personal work station, meeting areas, break areas, shared office space, etc.)?

66 responses



How many hours per week do you spend at your desk (as opposed to off-site, on the move, in meeting rooms or other collaborative spaces)

66 responses



Is there anything specific you would change that would substantially increase your satisfaction with these spaces?

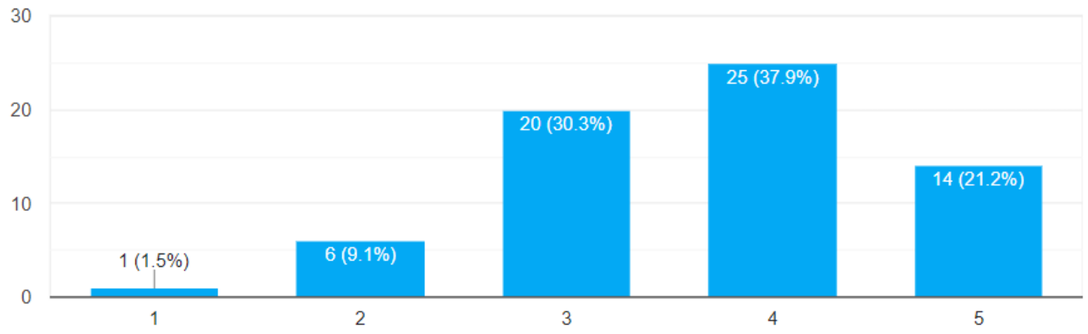
49 responses

- Better chair
- Already have this but would like to keep the stand up desk and offer other ways to stay active while working (meetings outside, office workout equipment).
- My workstation is fine
- artwork inside offices
- No. Personal workstation is great.
- Not at this time
- Cords from phone, computer, TV, are unattractive. Larger screen for camera feeds so I can see more than 4. Right now if I have more than 4 feeds up the boxes are too small for me to see properly. Perhaps visible to me and not those approaching the desk.
- More Storage space (drawers on desk. More desktop area and desk facing a different direction
- Sometimes there is noise from other conversations that is distracting.
- A little larger desk would be nice, but wouldn't fit into my current office size.
- A door to make my area more private.
- windows that open, standing desks
- my personal work space is fine
- cubicles kill the team aspect in my opinion
- Because I host vendor introduction meetings in my office, it would be helpful to have a mounted TV monitor so that I can show vendors our website when meeting with them.
- My desk is not conducive to having more than one customer in my office. The way my desk is shaped, my monitors block the view of a potential 2nd customer. So having meetings with more than one person, I have to use the conference room, which isn't normally a problem, but since we only have one, the demand for that room can increase quickly.
- Standing desk options
- Same as pervious - quieter and more private.
- My personal work space is great
- I would be more comfortable in my office if my walls were sound proof. I handle information that others should not be able to overhear.
- Wireless headphone for peple in meetings so other associates are not disturbed while working in there work stations.
- A more ergonomic chair and space for in office meetings. Privacy so legal meetings are not overheard or disturbed by hallway or bathroom noises.
- replacement for the Trakit electronic plan check system.
- Standing Desk
- Better options for phone/computer locations.
- more windows and a better open feel. that way it doesn't feel like working in a box. maybe a biophilic design.
- Would like to be able to stand and sit while i work
- Considering adding a mobile sit/stand option next budget.
- Adding the above counter electrical socket.
- The street noise in my office is very loud not sure anything can be done about that.
- The sun and lights create a glare on our acrylic glass that can prevent customers seeing us at our desks. If there was a way to better angle the desks. My current desk faces away from the entrance of the building and can make it hard to notice customers walking in.

Workspace Survey | Results

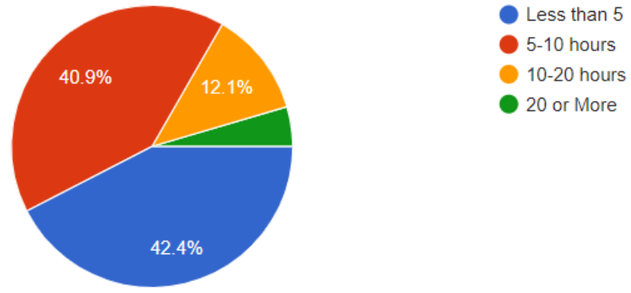
How well do you feel the current workplace environment facilitates collaboration and communication?

66 responses



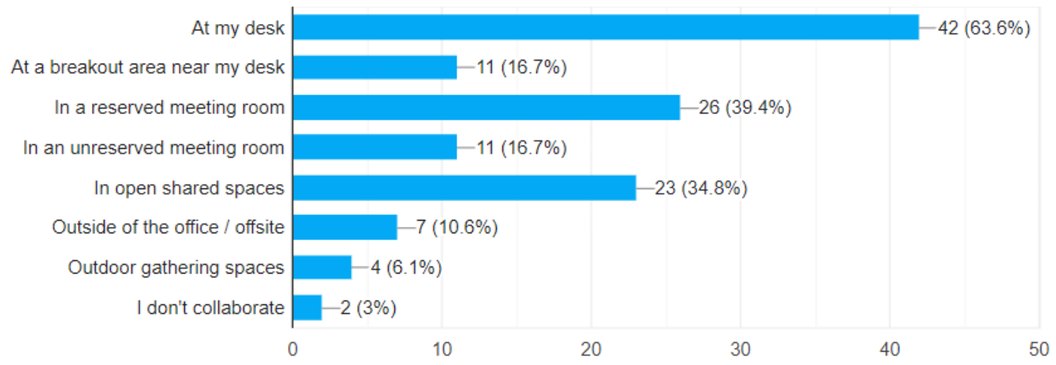
How many hours per week do you spend doing group/collaborative work?

66 responses



Where do you most often collaborate? Select all that apply.

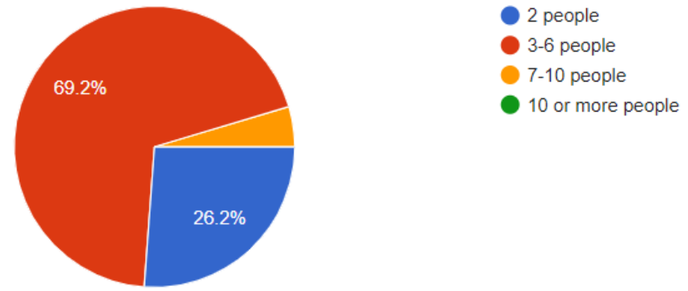
66 responses



What size are your typical day to day collaborative teams and workgroups? (including yourself)

Copy

65 responses



Workspace Survey | Results

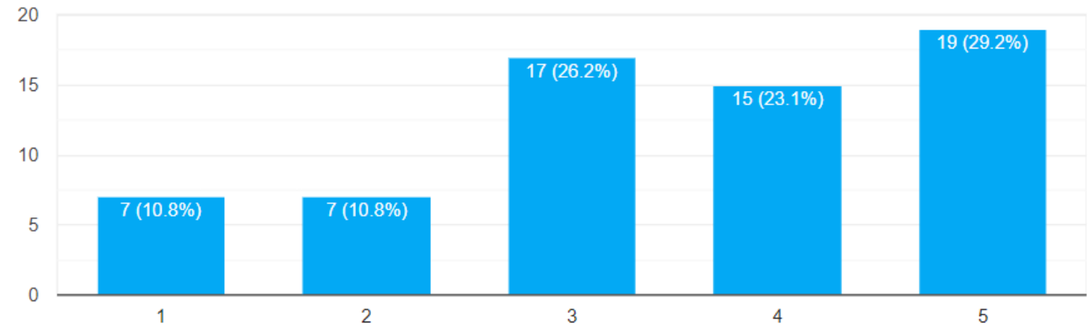
What types of work related visitors do you have?

51 responses

- New Hires
- Engineers, Contractors, Residents
- Other Department Employees
- All types
- citizens with questions, other departments
- Architects, Engineers, General Contractors
- Front desk-all types
- Visitors to Mayor Orman, not to me. For me personally the answer is less than 1/month. But I facilitate her meetings.
- Consulting engineers, contractors, property owners, and local business owners
- Surveyors, businesses looking to put up signs, engineers, architects, developers
- City employees and occasionally members of public
- City staff
- Inspectors, Supervisor, Front Office, Planning
- Parks maintenance will pickup ipads from us since they do not have wifi at their building
- To discuss programs.
- Staff from other departments and individuals from outside the city such as auditors, bank personnel, etc...
- employees
- vendors, department heads, city employees
- Members of the public and employees
- Mostly citizens with questions but also design consultants
- vendors
- CONTRACTORS, SUBS, FIELD TRADES
- City of Bentonville employees
- contractors
- Mostly vendors who have scheduled vendor introduction meetings. Sometimes we will also have other City employees in our area in order to discuss and formal solicitations we are putting together for them.
- Interagency infividuals/colleagues
- Other City Employees
- Anyone, we have scheduled and unscheduled meetings with anyone from design professionals, developers, property owners, and citizens of Bentonville. The most challenging are the unscheduled or walk-up visitors because we cannot plan ahead for what type of meeting space we need. A reservation system works well for scheduled meetings, but we need a space to meet with unscheduled guests as well.
- Employees w/Payroll Questions.
- Engineers, contractors
- Department Team Members
- Software sales
- IT Staff or Department managers
- Employees with benefit questions
- project superintendents, business owners, Fire Chiefs and Captains
- co-workers
- Contractors and citizens needing assistance
- developers, boss, employees
- developers, contractors members of the public and staff
- Community Members
- Our department and outside departments
- inside and outside folks
- Building owners and occupants
- General contractors and designers
- Colleagues and other departments
- Department heads/managers
- Customers for utility services
-
- Employees and other staff members.
- Citizens, contractors and other departments
- Members of the public, developers, elected and appointed officials.

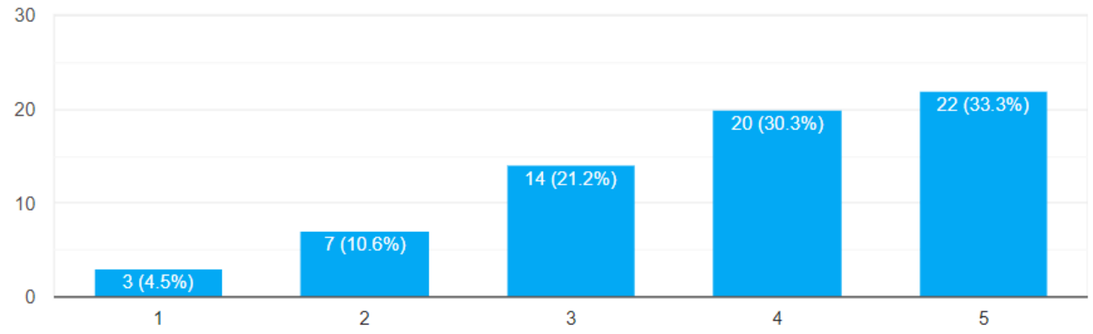
Do you agree or disagree with the following statement: "I am able to work in a variety of spaces that support each task I need to do." (Ex: Focus space for focus work, collaboration space for collaboration work, etc.)

65 responses



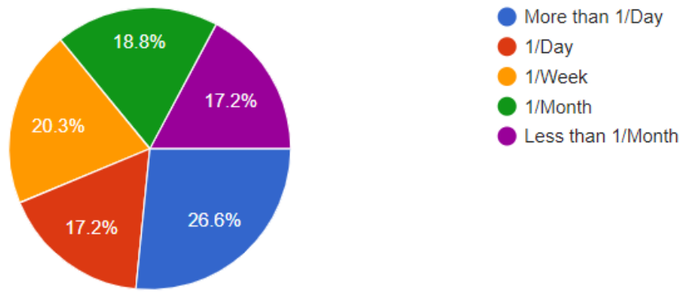
When you need time to focus, do you have the right space(s) to do focus work?

66 responses



How often do you have work related visitors come to meet you at the office?

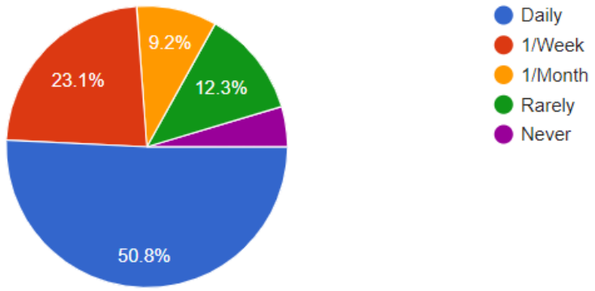
64 responses



Workspace Survey | Results

How often do you collaborate with other departments?

65 responses



Are there changes or modifications that would better facilitate your collaboration with other departments and partners?

31 responses

- Trakit helps with collaboration and helps to cut down on phone calls and meetings with other departments.
- Move my workspace to where my responsibilities are.
- small meetings rooms
- having a small meeting table in my office to collaborate with departments
- Having all departments in 1 building.
- AN AREA WHERE WE COULD MEET AT OFFICE
- A meeting room in our building with a computer/TV setup for displaying content.
- A large conference room would be ideal for being able to hold in-person Pre-App and Concept meetings. In-person versions of this meeting provide the greatest opportunity for collaboration and problem-solving with developers, design professionals, and city staff. Bringing everyone around the same table also helps build the relationships needed to best facilitate collaboration even when we are not physically together. Secondly, as we are looking towards a 'one-stop-shop' that is led through the Planning Dept., having a representative who is knowledgeable to answer most questions on site with Planning would be ideal to avoid having to give customers the run-around and sending someone across town. I see this position as being around the admin assistant level who really understands processes and basic code/ specification information.
- Visibility
- Solicitate feedback from other departments to identify areas for improvement by all department/areas. Designate a point of contact in each department to streamline communication.
- GIS in same facility as IT
- No
- n/a
- Space to collaborate and centrally located
- Not that I can think of.
- colocation, combined front counter, one stop shop for all permits.
- common spaces around the building, outside just our offices
- None
- A meeting room outside of council chambers
- None
- Having updated microsoft updates installed when visiting other department's conference rooms. I believe its tied in by email account when signing in.
- None that I can think of at this time.
- Proximity.

Workspace Survey | Results

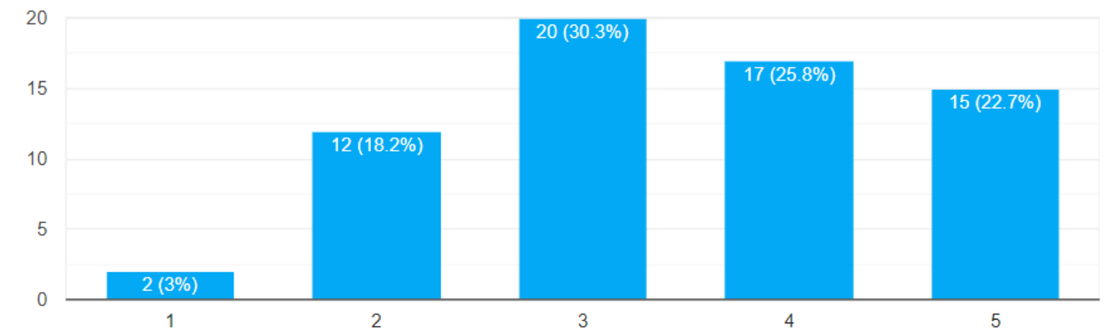
What is your favorite feature or space in the current office and why?

49 responses

- my office window
- Lunch Room
- Don't have a favorite feature.
- My Office because of personal space
- None.
- None
- my office, i can finally close the door when i need to
- Break Room
- I don't have one
- Large work surface and enough storage to keep it clean.
- Break room, significant kitchen space
- Microwave because I can warm up my food for lunch
- enough seating in eachother's offices
- Large kitchen
- My office, It's comfortable and works well
- Bathrooms are clean.
- The pseudo break space we created - its the only place to grab coffee and have impromptu conversations.
- Ample space in all areas
- The windows, lighting, big tv
- Windows
- Kitchen
- breakroom/ its large enough to accomodate our dept.
- BREAKROOM WHERE WE GET TOGETHER AND SOMETIMES BRAINSTORM.
- location
- My computer set up, large monitors make reviewing plans and other necessities very easy
- I prefer windows and natural light, so any space that has those features.
- A window, door and the ability to separate myself for training/focus time.
- Large Window because of the natural light it allows in my office
- Can't say that I have one.
- Kitchen
- quiet, and has window
- Designed nice for our customers and patrons to meet and interact.
- break room
- Windows and space and privacy
- Kitchen, because that is where most of our floor gathers for potlucks.
- Do not have one
- My windows that open
- Windows and open floor plan (no cubicles)
- my espresso machine I keep in my office because there is no room for it at the kitchen - we have no locker room and share the bathroom with the public
- Breakroom-nice size
- none really
- My office
- Office. I spend most of my time there.
- My Office
- Big windows in breakroom
- I like the fish tank in the breakroom
- The windows in my office. It brings in a lot of natural light and brings a positive feeling.
- We have a nice kitchen in the 2nd floor area.
- Windows and views of downtown

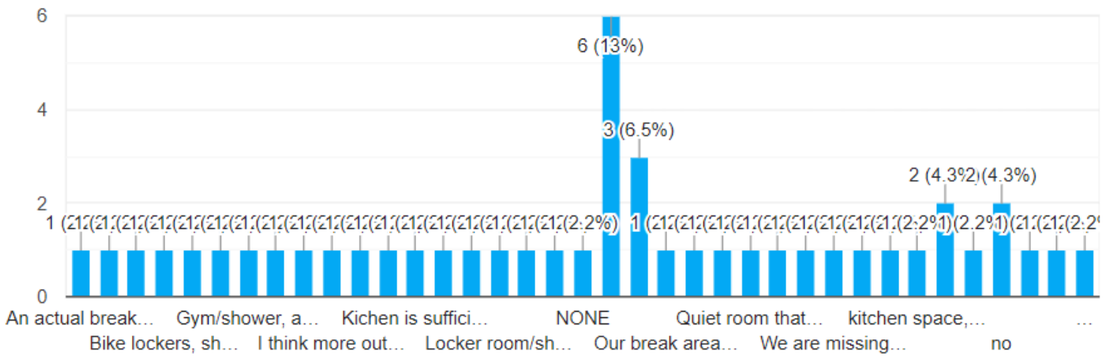
Overall, how satisfied are you with the amenity spaces available to you?

66 responses



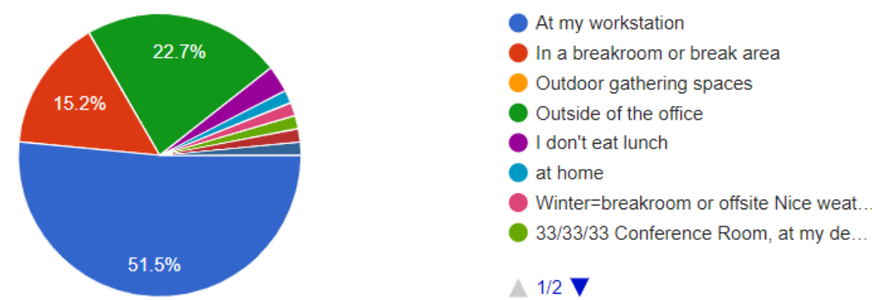
Are there any amenity spaces that you feel are missing?

46 responses



Where do you most frequently eat your lunch?

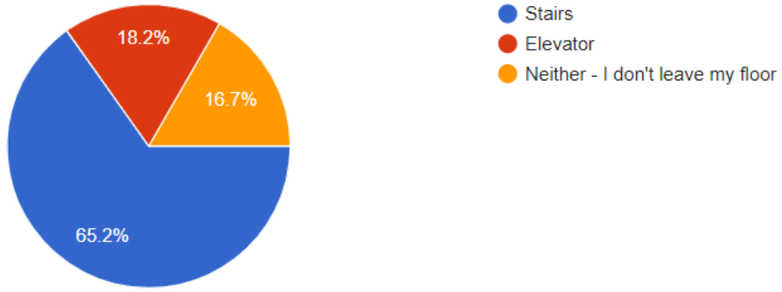
66 responses



Workspace Survey | Results

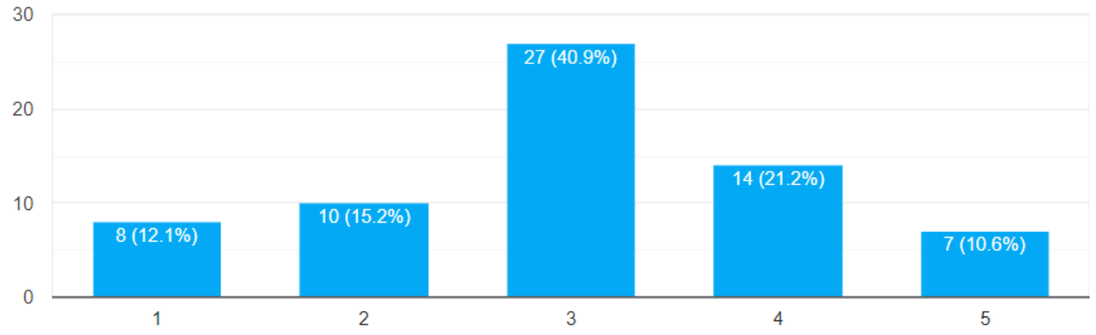
On a regular basis, do you take the stairs or the elevator more often?

66 responses



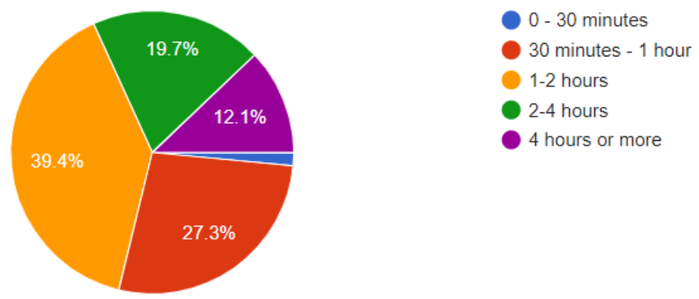
Do you agree or disagree with the following statement: "The overall work environment promotes healthy movement."

66 responses



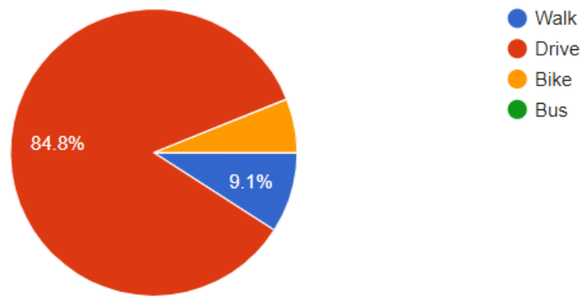
On average, how long are you continuously sitting (not standing) at your workstation before getting up for a break or other task?

66 responses



What mode of transportation do you utilize the most when leaving the office during the workday?

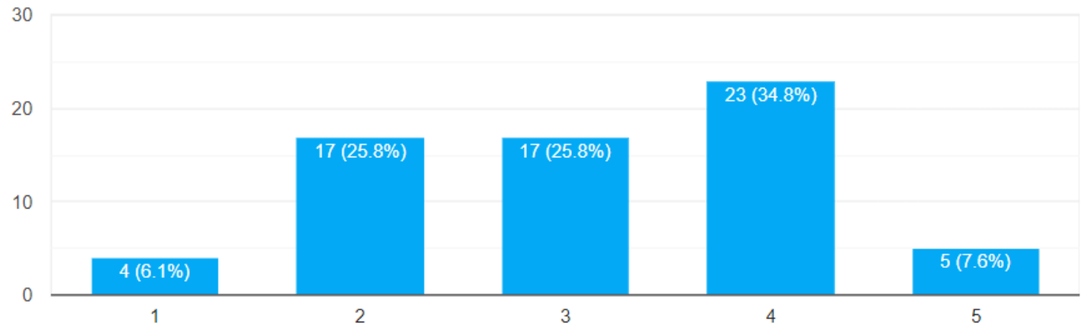
66 responses



Workspace Survey | Results

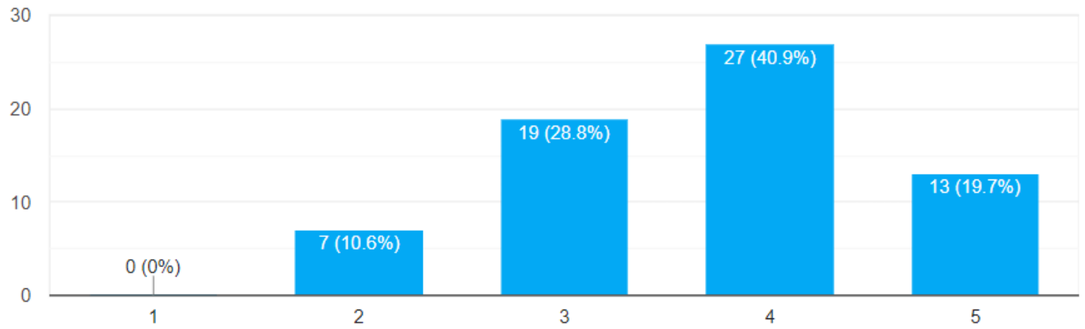
Temperature: What percentage of the time does the temperature in your work space feel right to you?

66 responses



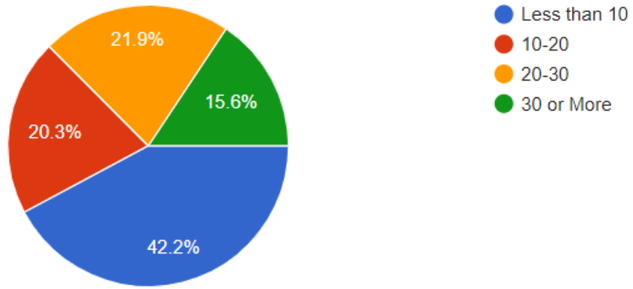
Air Quality: How does the indoor air around your work space feel?

66 responses



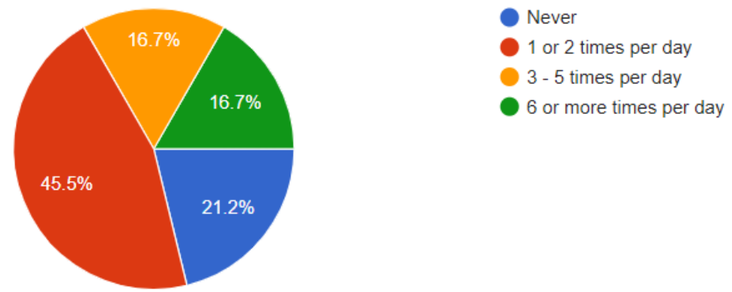
How many hours per week do you spend doing individual/focused work that does not require acoustic privacy?

64 responses



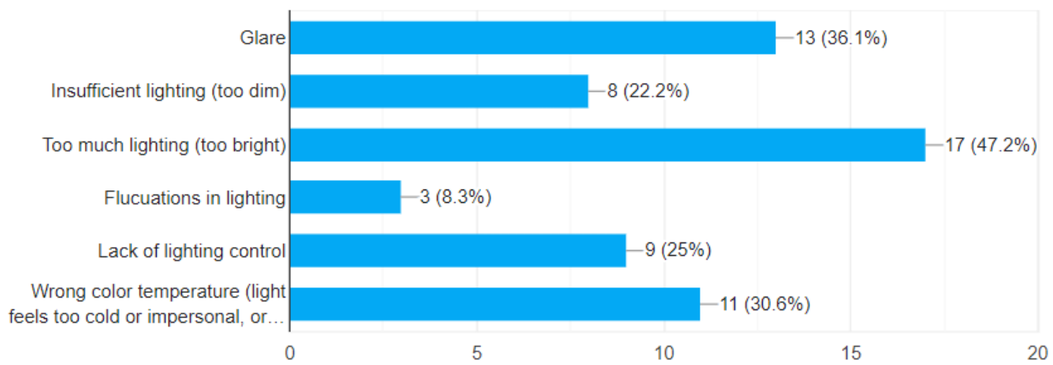
Acoustics: How many times per day does noise or sound interrupt or impede your productivity?

66 responses



Lighting: Do you experience any of the following conditions? Select ALL that apply.

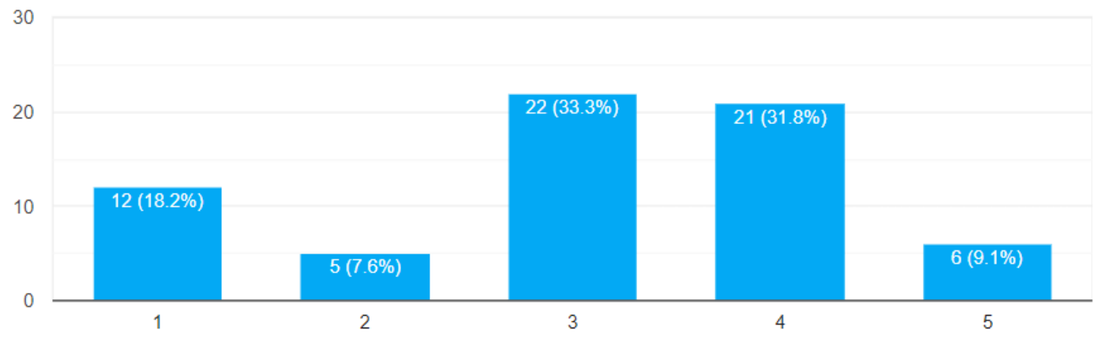
36 responses



Workspace Survey | Results

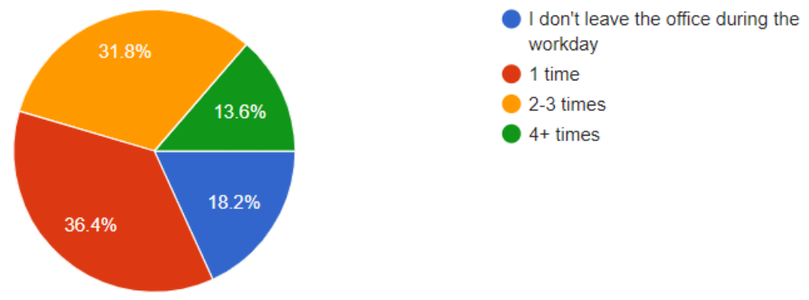
Connectivity: From your current workstation, how connected do you feel to the outside environment?

66 responses



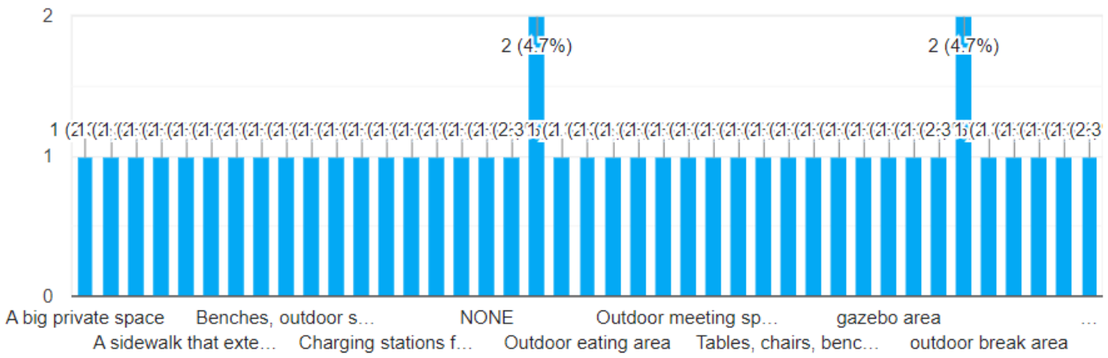
On a typical workday, how often do you go outside?

66 responses



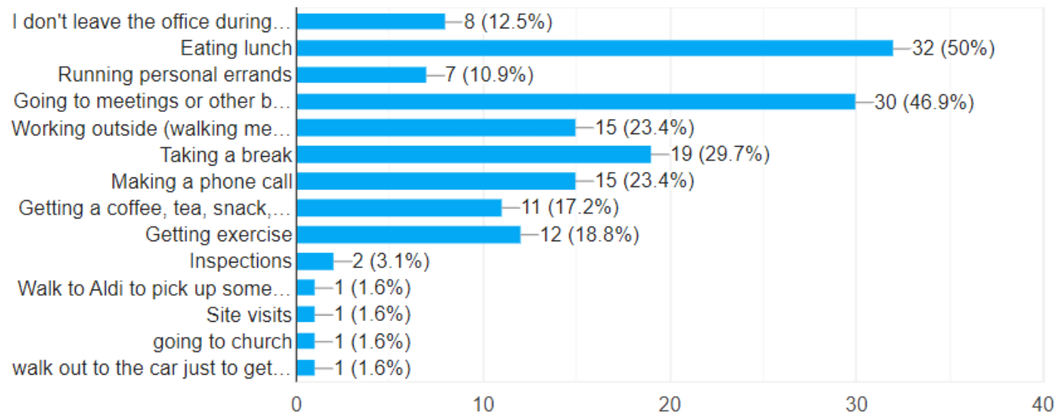
What new outdoor amenity spaces would increase the frequency and quality of your time outside?

43 responses



During the workday, why do you go outside? Select all that apply.

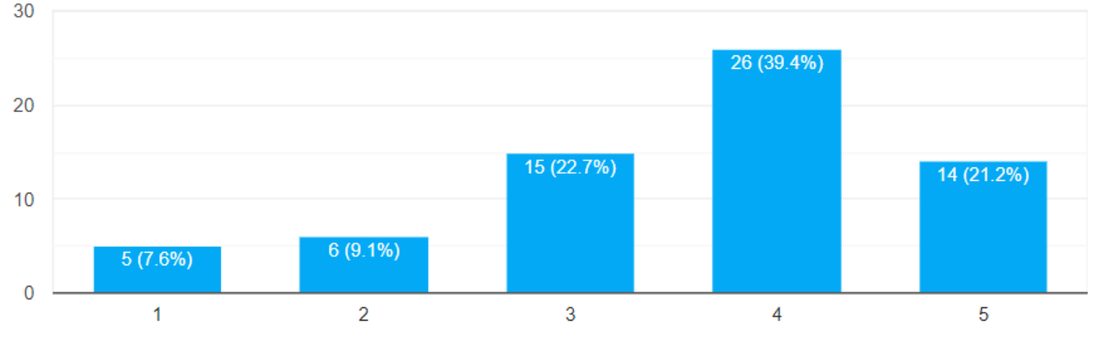
64 responses



Workspace Survey | Results

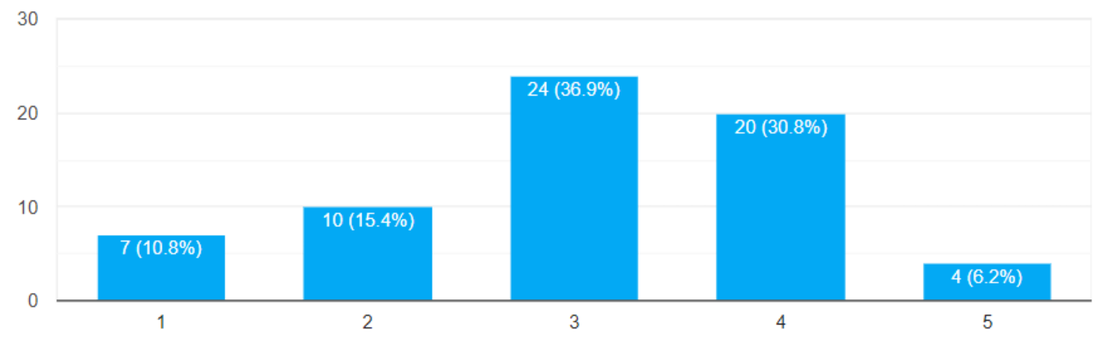
Does the current space feel aligned with the City values and culture?

66 responses



Does the current space help attract new talent and retain existing talent?

65 responses



What does the current space communicate to visitors and the community?

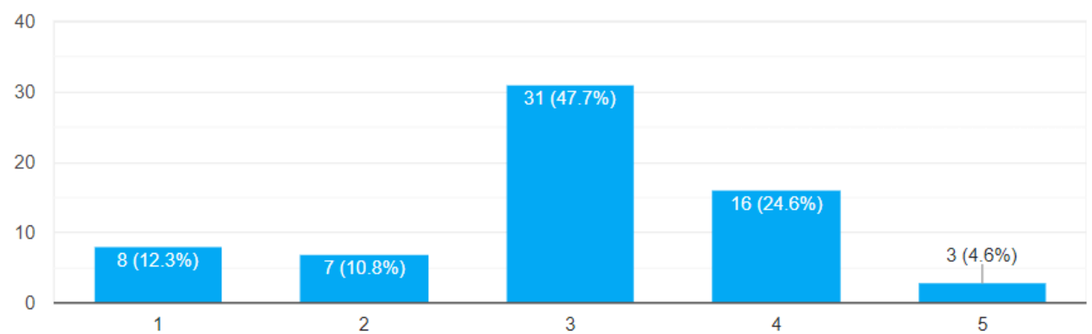
43 responses

- What does the current space communicate to visitors and the community?
- It is confusing. The signs downstairs still say GIS. People are confused the first few times they visit City hall.
- Very old looking
- we have invested in the building when it was built, but not a lot afterwards
- That we have no parking
- They get lost when they enter the building.
- closed off and guarded
- Rapid growth. Office spaces solve a problem, they don't look to the future.
- Function over form
- Organized
- that we are stuck in the office on computers
- Professionalism
- Welcoming
- We have visitors?
- We're still trying to catch up with the community we've become.
- Clean, modern, comfortable, collaborative, secure
- welcoming
- City Hall
- we only build for right now, not the future
- TEAMWORK
- no idea
- we make due with what we have
- The City is organized.
- Government building.
- the confuse our space with department of human services a lot
- Our space feels like it is saying that we are unorganized. We have turned a building designed for Planning and Building/Fire into a City Hall. The Planning Commissioners Chambers is used by City Council as well, a space that is entirely too small for meetings of that magnitude. City Council needs their own space with adequate and dedicated room for staff and tech in addition to a large audience space. Between the two counters, Building downstairs and Planning upstairs, when people come in to City Hall for information, both counters often have to pass the buck because the people coming in are looking for Planning, which downstairs will send upstairs, or they are looking for another city department at another location, which we then have to send them away. We also double as the front counter for the Mayor's office and legal, and because we are not in the loop with the goings on of those offices, when visitors come for those departments, we are often flying by the seat of our pants to try to be accommodating, and we often feel we are doing someone else's job in those moments. One, centralized information desk would be wonderful in filtering and routing questions, requests, and other problems to their correct locations or employees.
- Privacy; which is a necessity for Payroll questions.
- efficient
- Security.
- Security due to the bulletproof glass at the customer service windows
- overcrowding
- Our space communicates that we are professional.
- Cold/institutional
- n/a
- That planning is not a priority.
- Since we are located downtown it communicates that we are in the heart and soul of the city and conveniently located and accessible to serve the public.
- Grey, dark, dull, LED lights that make the hallways dark bc no one leaves their desks...
- typical city building that is cold and unwelcome
- City Hall
- Professional and Easy Access
- A busy professional environment with employees glued to their desks and noses down into computers.
- Not sure.
- It is a well maintained professional building.
- Cold, institutional

Workspace Survey | Results

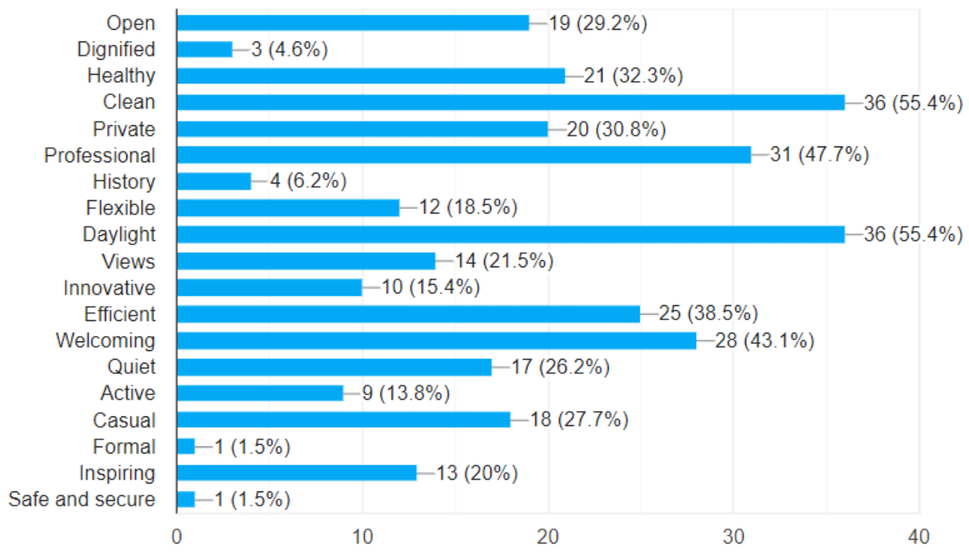
Agree or disagree: "I am excited to bring friends and family into this space."

65 responses



What qualities would be most important to you in a future workspace? (choose your top 5)

65 responses



What two words would you use to describe your current overall workplace environment?

51 responses

- What two words would you use to describe your current overall workplace environment?
- Plain
- professional, inviting
- Secretive, Outdated
- Comfortable, Personal
- Very old
- spread out
- Parking and Parking
- Physical Space Only: Limited Clean
- clean space
- Quiet. Isolated.
- Functional, efficient
- Clean; neat
- privacy, communication
- Calming - Appealing
- More space
- warm plain
- lacks personality
- Secure and Pleasant
- Good, fun
- welcoming and safe
- Efficient
- very nice, but already to small
- OPEN AND FRIENDLY
- perfectly fine
- Could easily be improved
- Comfortable
- Quaint. Adequate.
- Cramped,
- Perfect and Efficient.
- quiet
- open active
- Nice, Welcoming
- Secure productive
- Agreeable, sufficient
- Professional and tidy
- average
- Cramped and Insensitive
- Comfortable and pleasant
- Adequate, average
- Cramped - Dated
- cold, incongruent to vibrant city culture of activities and exercise
- Nice and quiet.
- needs updated
- Crowded and clustered
- Adequate, acceptable
- Great Environment
- Sink Swim
- Not sure.
- Clean and Spacious
- Very nice.
- Fun

Workspace Survey | Results

What do you hope changes for a future workspace?

45 responses

- More room and more modern amenities.
- the cubicles can be more open and invite more light
- locker room and showers
- More space/relocation/more parking
- Light. Better flow for visitors to the Mayor's office, both internal and external. Better integrated technology with the workspace itself. A phone that has a different ring for Mayor vs. the other lines I can answer!
- I would like to see more natural light in office spaces to where lights are barely needed, and it could also be nice to have a treadmill in my workstation to walk when I'm feeling tired but still want to work, or alternatively nice walking spaces outside in nature to take breaks at.
- nothing really
- Just would like a window and more filing drawers and desktop area to work on.
- Relocation
- Additional collaborative spaces, storage, and a designated break area.
- A more consolidated space. We have positions spread out in offices that could work more efficiently if they were in an open space.
- more of the same
- Having a window
- windows that open
- Larger Council Chambers to meet needs
- Better light control (too bright).
- much larger facility
- nothing
- To be more connected with nature. as well as having a more open concept to eliminate the feeling of being crammed into a cubicle
- Updated shared spaces/amenities such as the break room and restrooms. I would also like to see my department (Legal) housed in one shared space. This would allow us to collaborate more effectively.
- outdoor eating areas
- Tech and accessibility upgrades.
- No changes needed.
- More active options w/in the workspace. Standing desk options and daylight
- accessible while being quieter to allow for focusing on daily tasks
- SAME - Quiet and Private
- Better flow with other departments and able to house GIS and IT together
- I'm happy with my current space and location
- I hope more privacy for HR can be added.
- Match the spirit of Bentonville, connection with the outdoors and community.
- having wireless headphones at each work station to help out with other associates disturbing each other.
- A professional and private space for the entire Legal department.
- Very satisfied with current workspace
- Showers, bike parking and public art.
- More space to growth and an office environment and amenities that help to recruit and retain talent.
- Chance to be more active on breaks, access to more natural light, access to trails or a walk path for staff, bike rack/s
- More restroom space/breakroom amenities as we continue to grow. Possibly a better configuration of offices, but I think the offices are important for our department.
- open and welcoming, with lots of greenery
- Separation from political and daily issues.
- Gym
- sound proofing and glare
- Modern cubicles to accommodate growth, inspirational pictures on the walls.
- None at this time.
- ability to work 1-2 days a week from home to have a better work/life balance.
- More outdoor seating, employee parking and meeting spaces

What do you like about your current space(s) that you hope will remain?

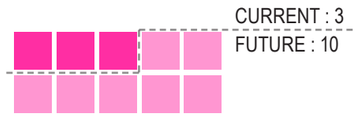
48 responses

- Not be any smaller
- Having an office and a window
- My Office Location
- i like being by a window
- office space
- Proximity and availability of people in my department
- Quiet. There is sufficient light. Furniture is modern, not stinky.
- My own workspace/office
- I like that everyone keeps their office doors open so it's easy to collaborate and ask questions, and I like the kitchen and break room area. I also love my standing desk, it is really good for my back and allows me to work longer without getting tired.
- natural light, privacy, enough room for office visitors
- Office with a door, large work area for equipment I use.
- To continue to have my own office space.
- Location. There are also limited distractions throughout the day allowing staff to remain focused.
- just about everything
- The window that closes for safety
- natural light, windows, big office
- Windows
- Windows, office size, and furniture
- that is it always clean and that its new
- THE OPEN AIRY SPACE
- open
- My computer set up is great!
- As stated previously, I enjoy the windows in my office and I would be disappointed to move to a new office that didn't have windows.
- Privacy
- natural light
- The location. Downtown is to Planning as books are to a library. It feels almost critical that Planning has its presence downtown. We are a naturally urban profession, and being downtown allows us to have a feel for the experience of the city from so many different walks of life, be it folks who drive, walk, or bike, folks who choose to live in single-family, townhomes, multi-family or some other new innovative idea. Downtown is a crossroads of people and ideas and is the location best suited to planning and is where most folks would expect to find the Planning Dept. as well.
- Privacy, daylight, efficient, quiet.
- Private areas
- accessible to assist co-workers as needed
- The people I work with.
- mix of private and common working areas
- Ability to communicate easily
- Windows and space
- I hope that I can keep an office space with a door. I feel like privacy is key, but more privacy is needed.
- Larger computer monitors are good to have.
- The windows that open
- Windows and openness, no cubicles
- Standing Desk
- Our location Downtown
- That I have my own office to work in so there are less interruptions and that it is quiet.
- clean
- Proximity to other co-workers.
- Four moinitors, large room, large desk, quiet, easy to access
- Closed office for managers, having a departmental conference room.
- I love my counter-top chair!
- The windows in my office and the spacious offices
- Room for growth and additional space.
- Open and views

Program Diagrams

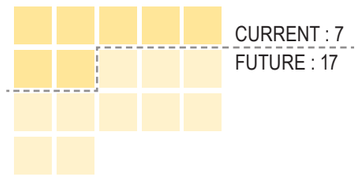
DEPARTMENTAL PROGRAM @ REQUESTED 20-YEAR GROWTH

MAYOR AND ADMINISTRATION

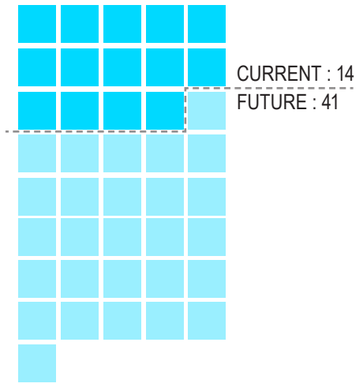


HR

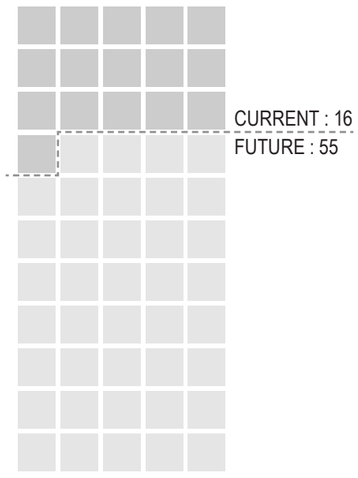
LEGAL AND PURCHASING



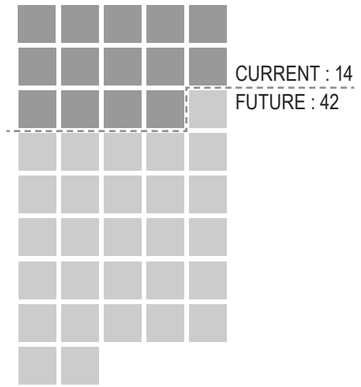
PLANNING



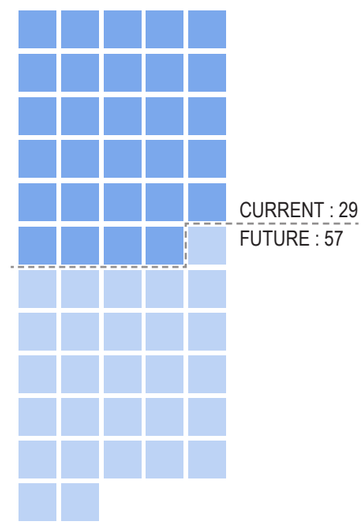
IT AND GIS



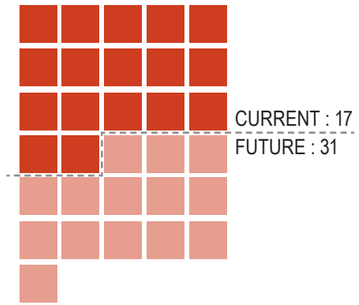
ENGINEERING



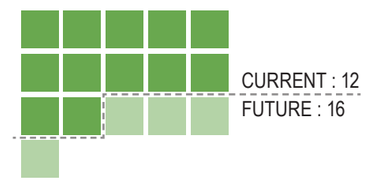
UTILITY BILLING



BUILDING AND FIRE SAFETY



FINANCE



Program by Headcount

DEPARTMENTAL PROGRAM @ 175% MAXIMUM GROWTH

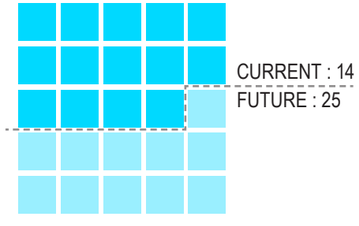
MAYOR AND ADMINISTRATION



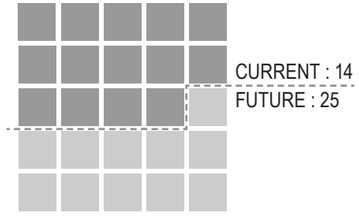
HR



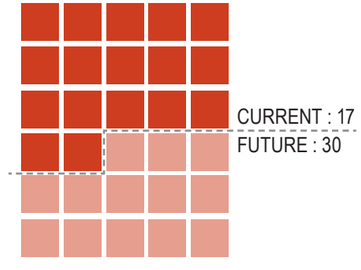
PLANNING



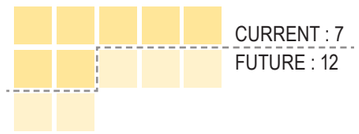
ENGINEERING



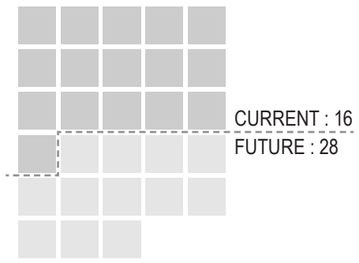
BUILDING AND FIRE SAFETY



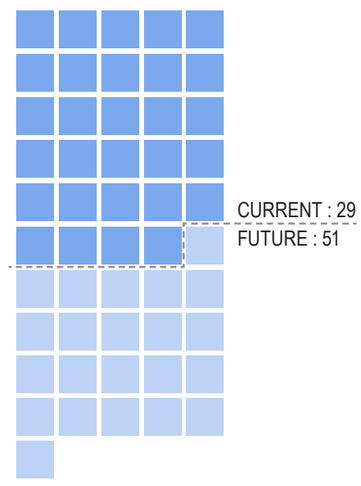
LEGAL AND PURCHASING



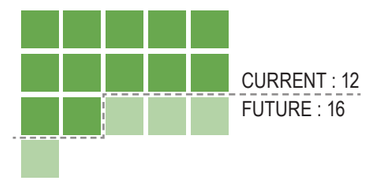
IT AND GIS



UTILITY BILLING



FINANCE



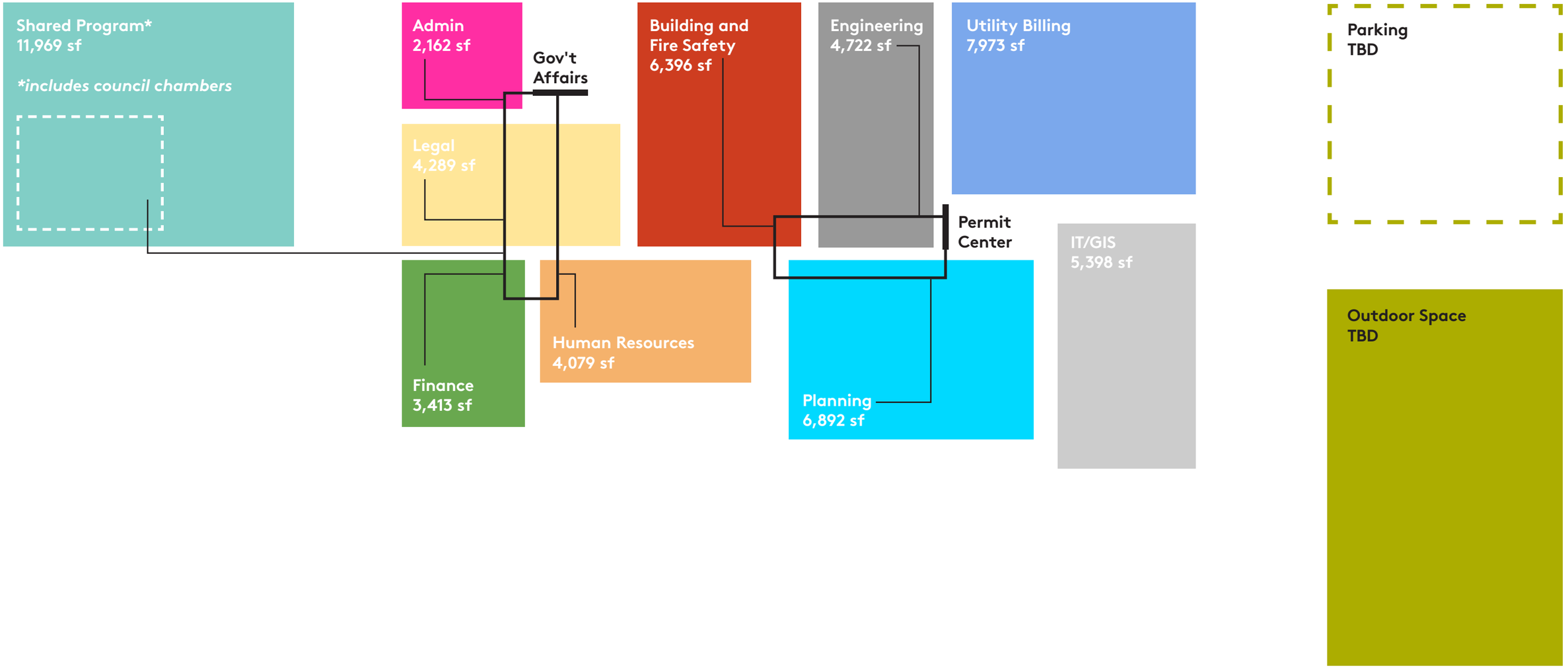
Program by Area

DEPARTMENTAL PROGRAM



Program by Area

DEPARTMENTAL PROGRAM



Planning Options—

Planning Option A

~~Option 2a~~ *Expand City Hall to include Permit Center and new Council Chambers. Government Affairs remains as-is. Vacate AT&T and convert to parking.*

Medium Expansion

Municipal Complex

GIS

IT

Administration Building

Utility Billing

Finance

HR

Purchasing

City Hall

Permit Center

Mayor/Admin

Legal (partial)

Engineering

Planning

Fire

Park Connection

Council Chambers

AT&T *demolish*



- Operational efficiency to best serve the public
- Accommodate growth and avoid long term costs
- Minimize disturbance and first costs
- Consolidate real estate/number of locations

Planning Option B

~~Option 5~~

Expand City Hall to include a Government Affairs suite, Permit Center and new Council Chambers. Vacate AT&T and convert to parking. Redistribute departments from Administration.

Large Expansion

Municipal Complex

- IT
- GIS
- Utility Billing

Administration Building

- None

City Hall

- *Gov't Affairs*
  - Mayor/Admin
  - Legal (all)
  - Finance
  - Purchasing
  - HR
- *Permit Center*
  - Engineering
  - Planning
  - Fire
- *Park Connection*
- Council Chambers

AT&T *demolish*

- Operational efficiency to best serve the public
- Accommodate growth and avoid long term costs
- Minimize disturbance and first costs
- Consolidate real estate/number of locations

Planning Option C

~~Option 8a~~

Expand City Hall for new Government Affairs suite and new Council Chambers. Build new Permit Center building on the AT&T site. Redistribute all departments from the Administration building.

Medium Expansion

Municipal Complex

- IT
- GIS
- Utility Billing

Administration Building

None

City Hall

- *Gov't Affairs*
- Mayor/Admin
- Legal (all)
- Finance
- Purchasing
- HR

Park Connection

Council Chambers

AT&T

NEW

- *Permit Center*
- Engineering
- Planning
- Fire

- Operational efficiency to best serve the public
- Accommodate growth and avoid long term costs
- Minimize disturbance and first costs
  - *Structured/Remote*
- Consolidate real estate/number of locations

Planning Option D

~~Option 8b~~

Expand City Hall for new Government Affairs suite and new Council Chambers. Create the Permit Center within the Administration Building. Vacate the AT&T Site.

Medium Expansion

Municipal Complex

None

City Hall

Gov't Affairs

Mayor/Admin

Legal (all)

Finance

Purchasing

HR

Park Connection

Council Chambers

Administration Building

Permit Center

IT

GIS

Utility Billing

Engineering

Planning

Fire

AT&T *demolish*

- Operational efficiency to best serve the public
- Accommodate growth and avoid long term costs
- Minimize disturbance and first costs
- Consolidate real estate/number of locations

Options Square Footagae

OPTION A (previously 2a)				NOTES
CITY HALL SITE				
Administration		2,162		
Legal		4,289		
Planning		6,892		
Fire and Building Safety		6,396		
Engineering		4,722		
Shared Program		11,969		
Council Chambers		-		Note: 6,000sf approx.
Total		**36,430**	**sf**	possible project sf'tg
AT&T SITE				
Demo for Parking		TBD		
MUNICIPAL COMPLEX				
IT/GIS		5,398		
Total		**5,398**	**sf**	for reference only; out of scope
ADMINISTRATION BUILDING				
Utility Billing		7,973		
Finance		3,413		
Human Resouces		4,079		
Total		**15,465**	**sf**	for reference only; out of scope

Permit Center

OPTION B (previously 5)				NOTES
CITY HALL SITE				
Administration		2,162		
Legal		4,289		
Planning		6,892		
Fire and Building Safety		6,396		
Engineering		4,722		
Finance		3,413		
Human Resouces		4,079		
Shared Program		11,969		
Council Chambers		-		Note: 6,000sf approx.
Total		**43,922**	**sf**	possible project sf'tg
AT&T SITE				
Demo for Parking		TBD		
MUNICIPAL COMPLEX				
Utility Billing		7,973		
IT/GIS		5,398		
Total		**13,371**	**sf**	for reference only
ADMINISTRATION BUILDING				
None		n/a		

Permit Center

Gov't Affairs

OPTION C (previously 8a)				NOTES
CITY HALL SITE				
Administration		2,162		
Legal		4,289		
Finance		3,413		
Human Resouces		4,079		
Shared Program		11,969		
Council Chambers		-		Note: 6,000sf approx.
Total		**25,912**	**sf**	possible project sf'tg
AT&T SITE				
Planning		6,892		
Fire and Building Safety		6,396		
Engineering		4,722		
Total		**18,010**	**sf**	possible project sf'tg
MUNICIPAL COMPLEX				
Utility Billing		7,973		
IT/GIS		5,398		
Total		**13,371**	**sf**	for reference only
ADMINISTRATION BUILDING				
None		n/a		

Gov't Affairs

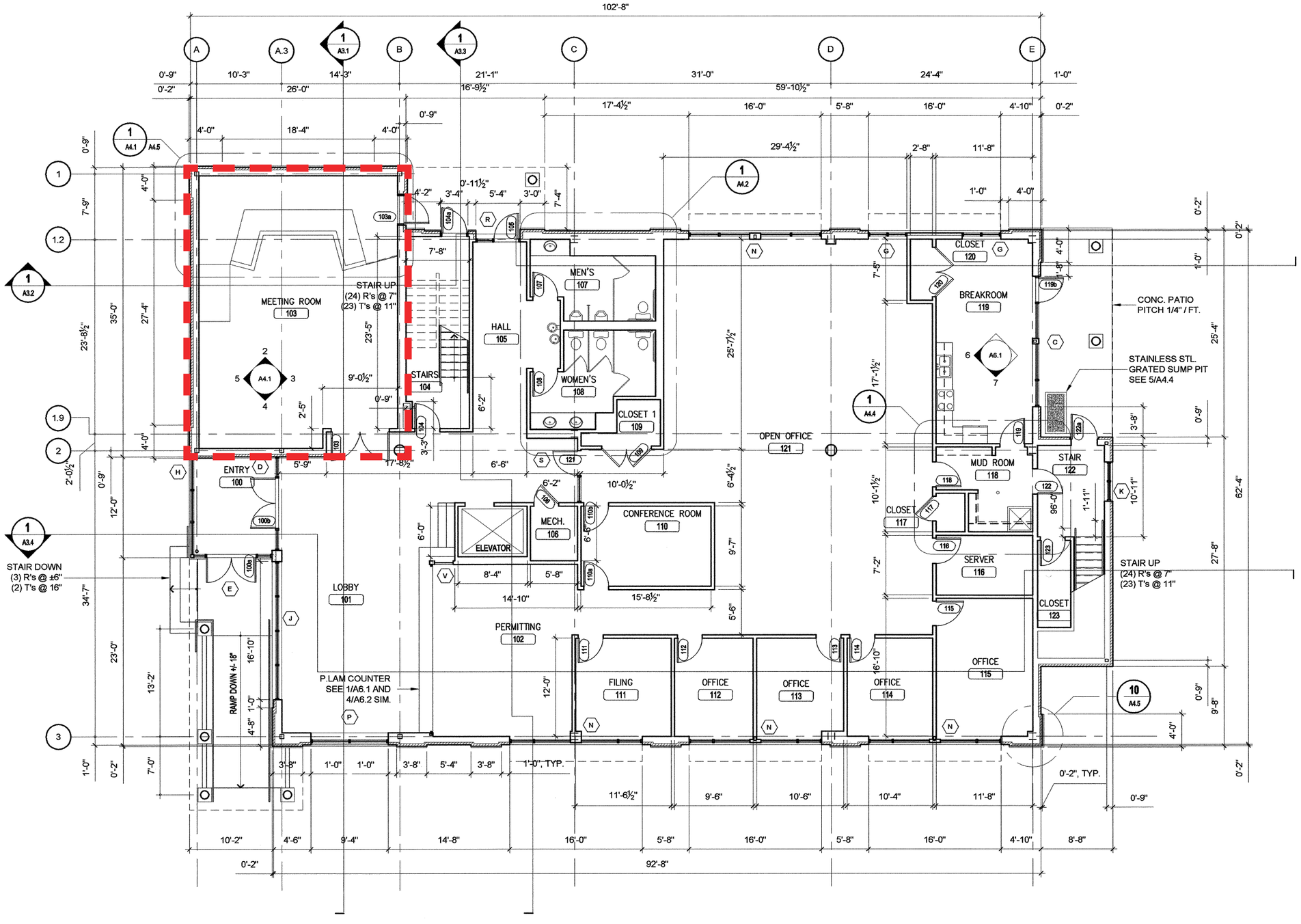
Permit Center

OPTION D (previously 8b)				NOTES
CITY HALL SITE				
Administration		2,162		
Legal		4,289		
Finance		3,413		
Human Resouces		4,079		
Shared Program		11,969		
Council Chambers		-		Note: 6,000sf approx.
Total		**25,912**	**sf**	possible project sf'tg
AT&T SITE				
Demo for Parking		TBD		
MUNICIPAL COMPLEX				
None		n/a		
ADMINISTRATION BUILDING				
Utility Billing		7,973		
IT/GIS		5,398		
Planning		6,892		
Fire and Building Safety		6,396		
Engineering		4,722		
Total		**31,381**	**sf**	for reference only

Gov't Affairs

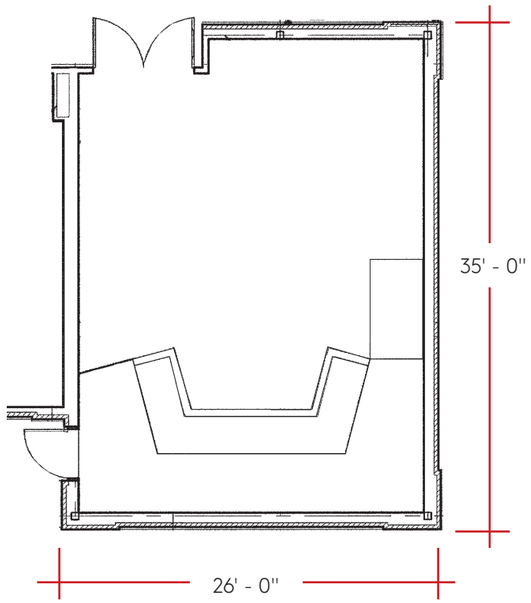
Permit Center

Existing Council Chambers

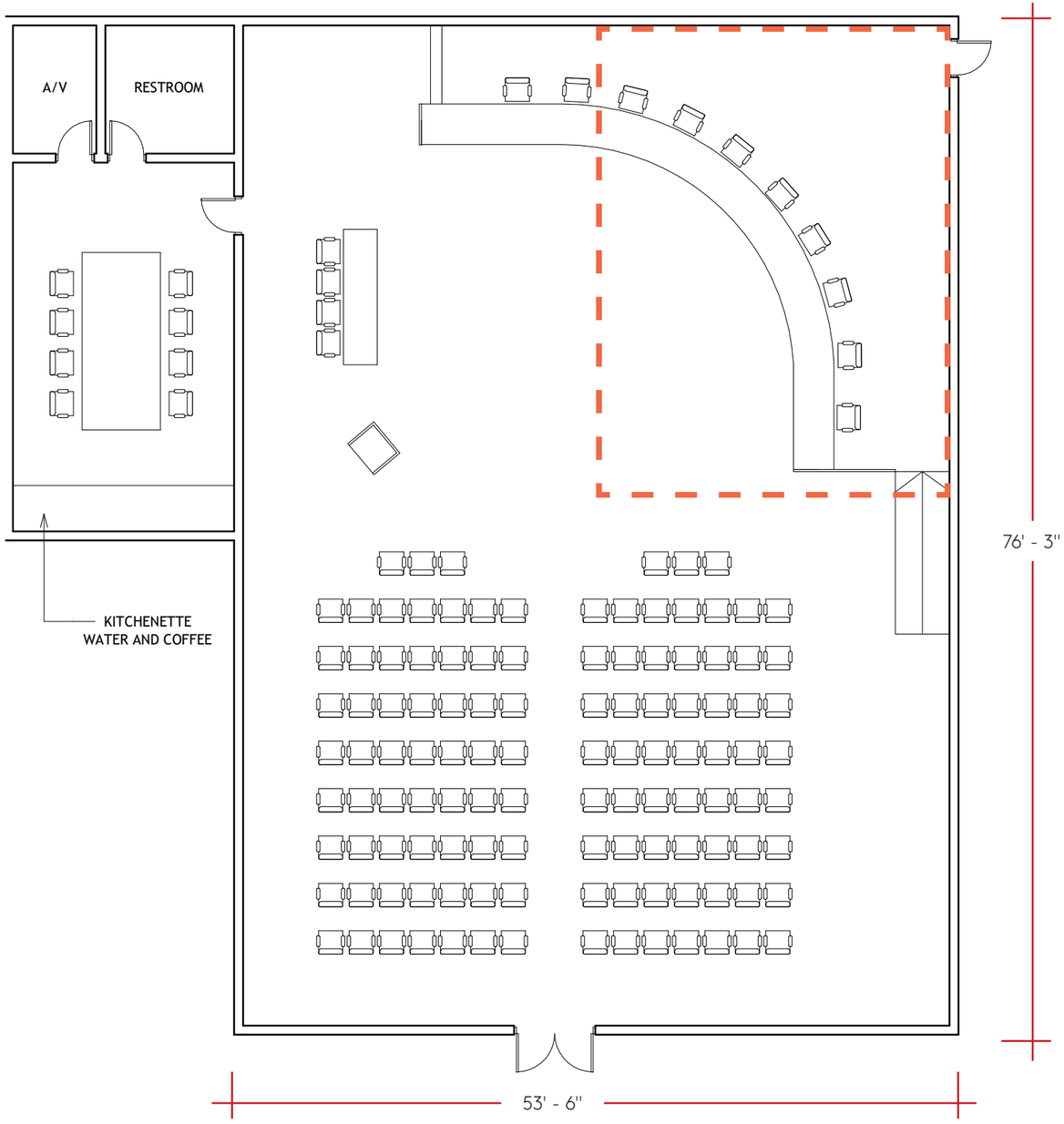


Comparison to scale

Existing council chambers

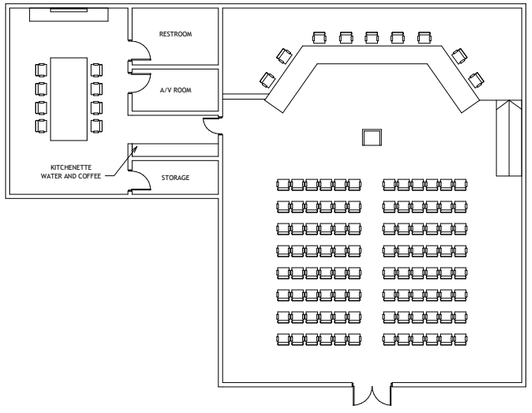


Proposed council chambers

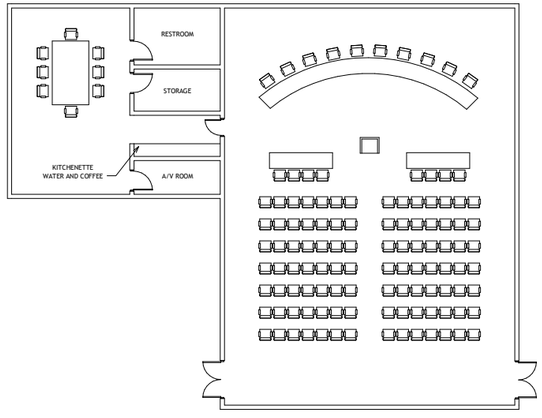


City Council Diagram Studies

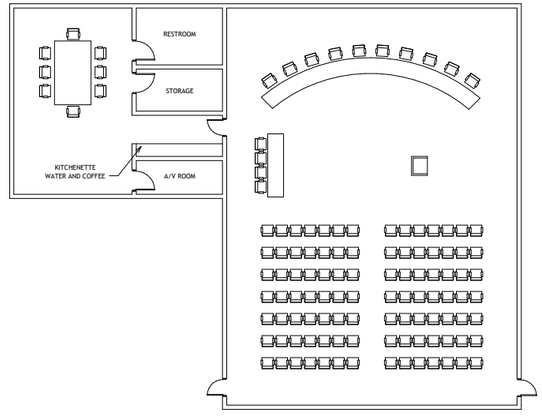
OPTION 01



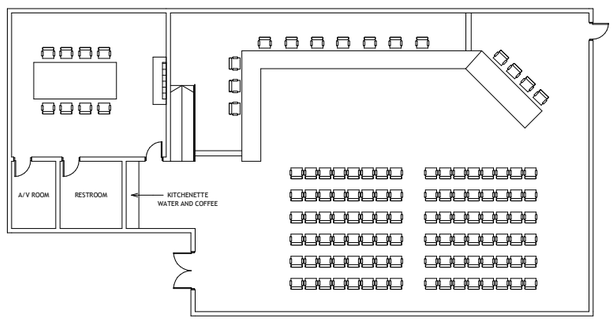
OPTION 01A



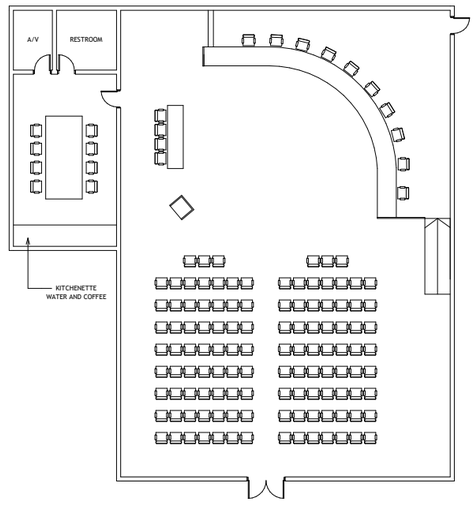
OPTION 01B



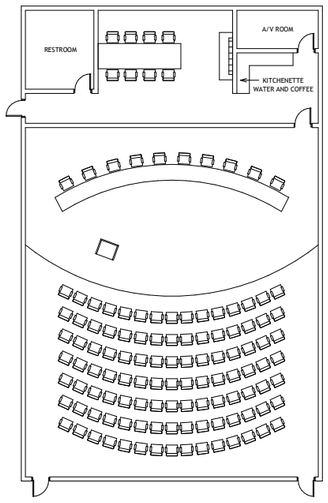
OPTION 02



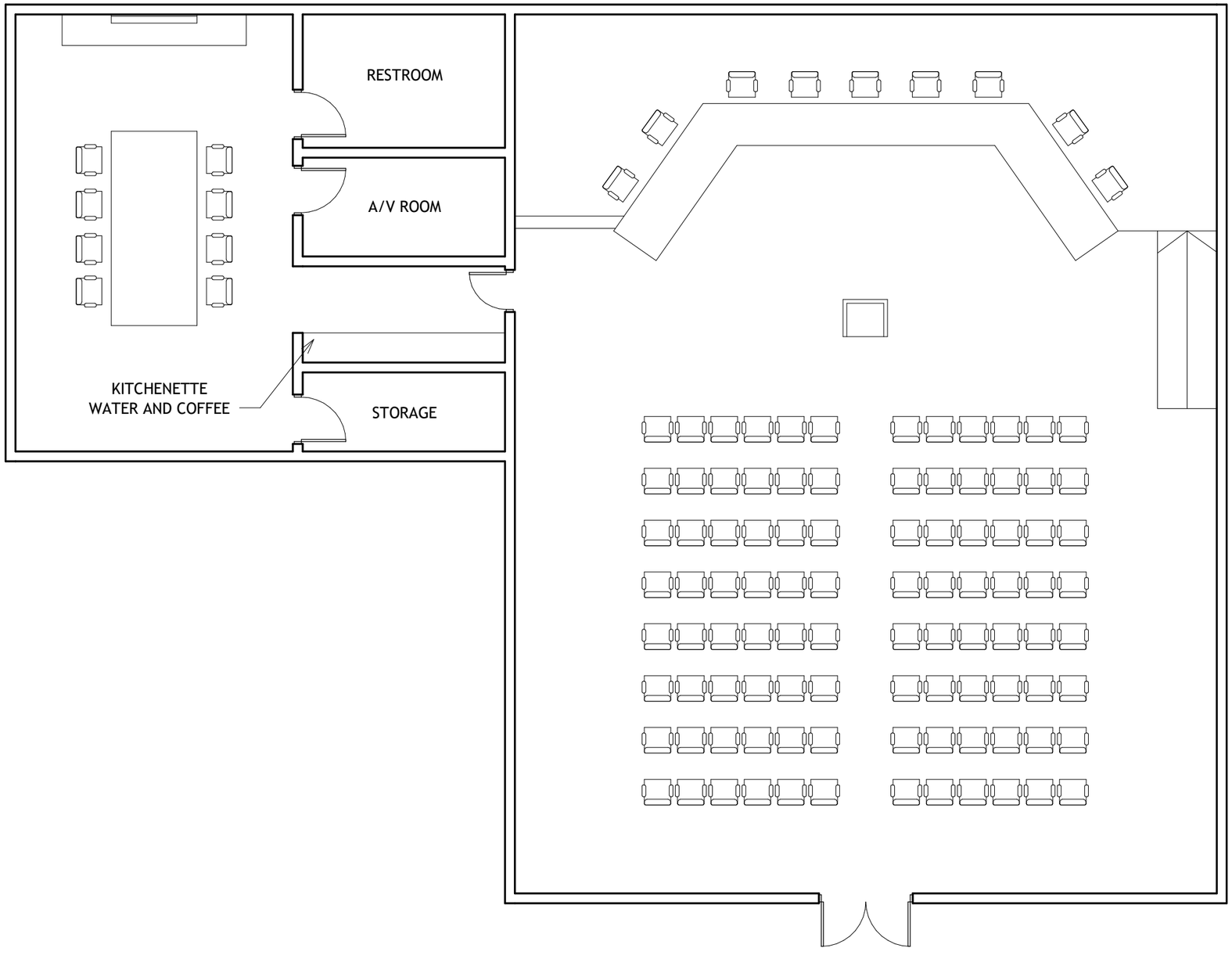
OPTION 03



OPTION 04



City Council Diagram Studies | OPTION 01



OPTION 1

SEATING COUNT: 100

SEATING STYLE FOR CITY COUNCIL: POLYGON

SEATING FOR DEPARTMENT HEADS OR SPEAKERS: NO

PODIUM LOCATION: CENTRAL

SCREEN(S) LOCATION: TBD

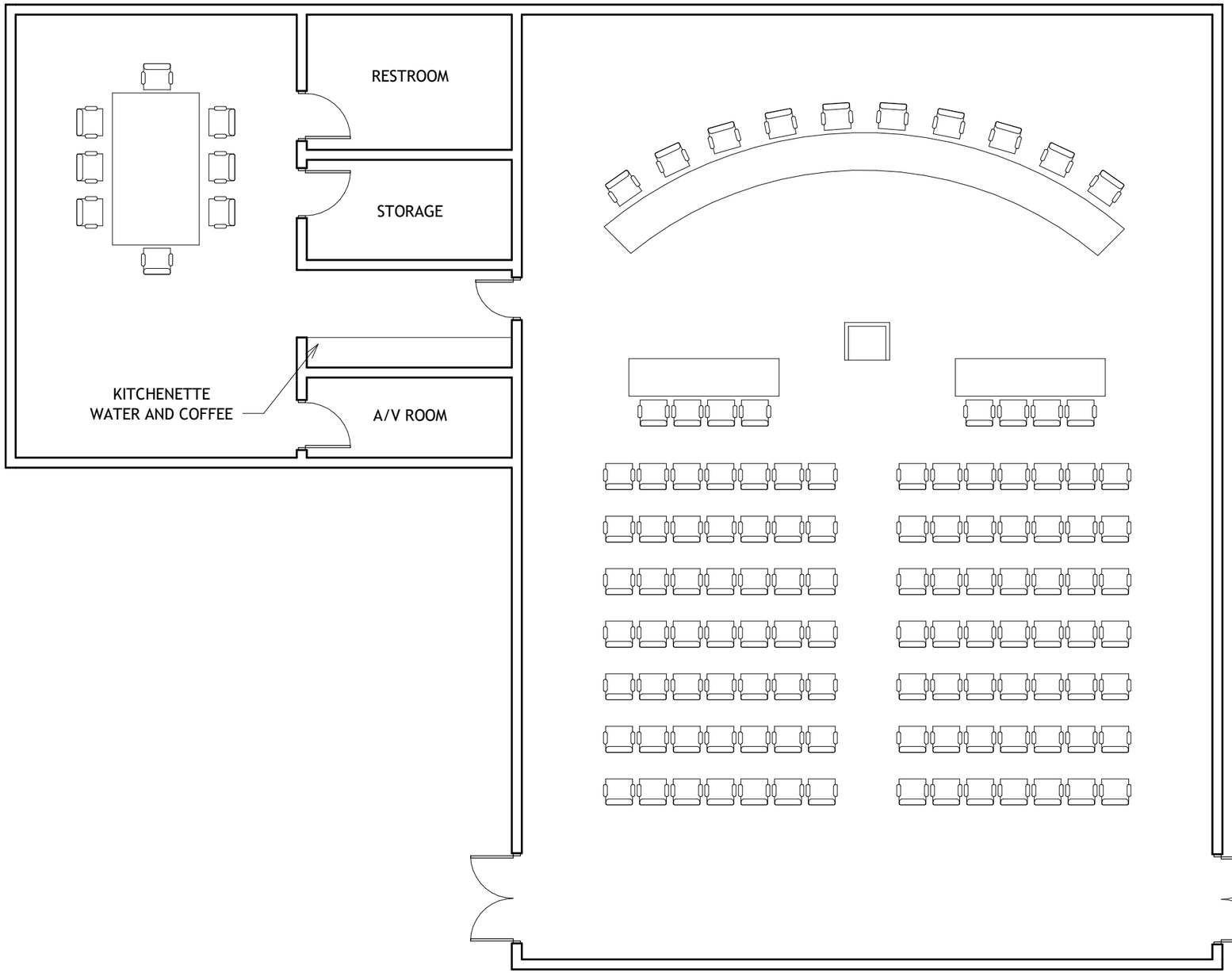
EXECUTIVE CONFERENCE ROOM: YES

RESTROOM: YES

WATER: YES

ENTRY DOOR: CENTERED APPROACH

City Council Diagram Studies | OPTION 01A



OPTION 1A

SEATING COUNT: 100

SEATING STYLE FOR CITY COUNCIL: SEMI-CIRCLE

SEATING FOR DEPARTMENT HEADS OR SPEAKERS: YES

PODIUM LOCATION: CENTRAL

SCREEN(S) LOCATION: TBD

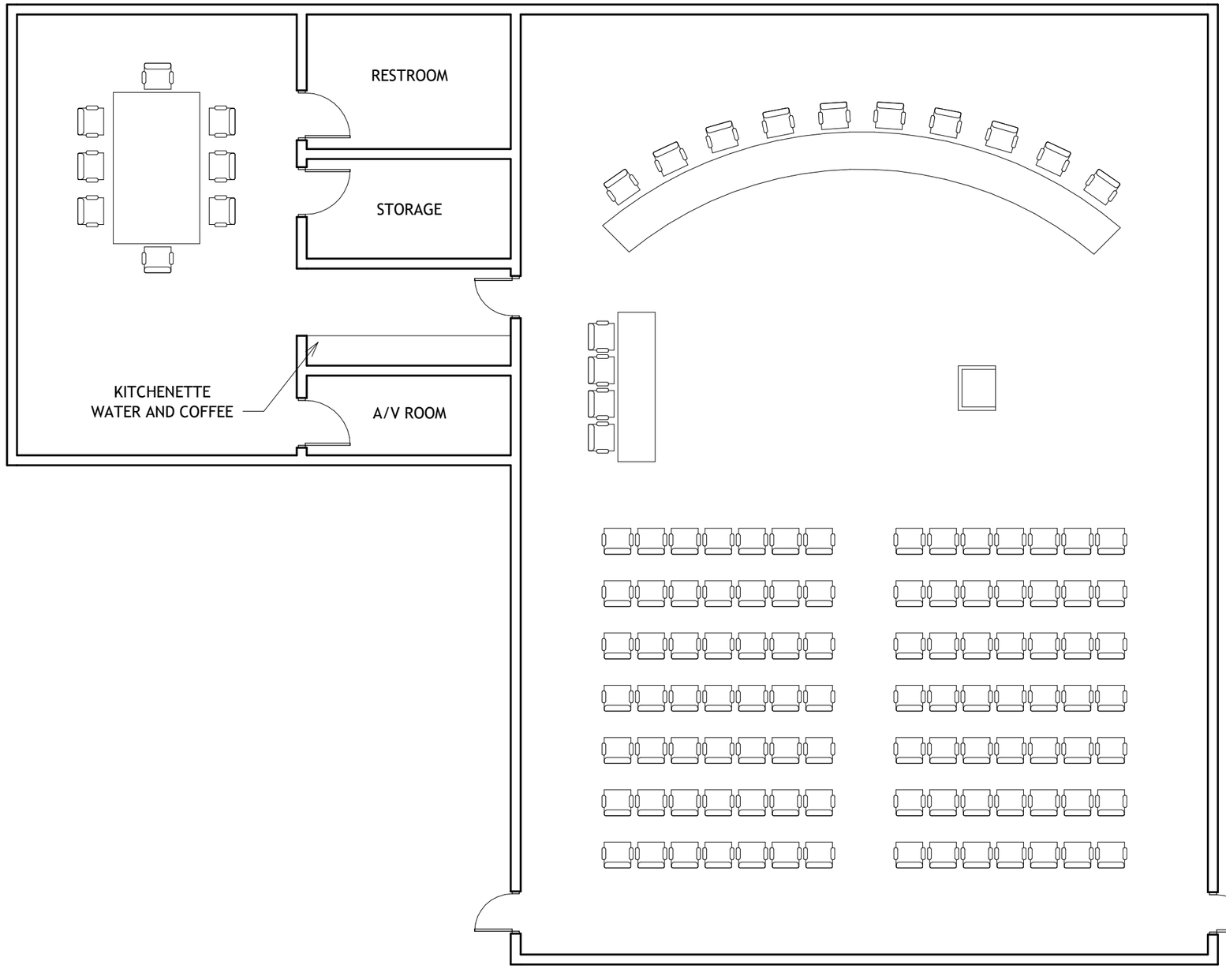
EXECUTIVE CONFERENCE ROOM: YES

RESTROOM: YES

WATER: YES

ENTRY DOOR: SIDE APPROACH

City Council Diagram Studies | OPTION 01B



OPTION 1B

SEATING COUNT: 100

SEATING STYLE FOR CITY COUNCIL: SEMI-CIRCLE

SEATING FOR DEPARTMENT HEADS OR SPEAKERS: YES

PODIUM LOCATION: SIDE

SCREEN(S) LOCATION: TBD

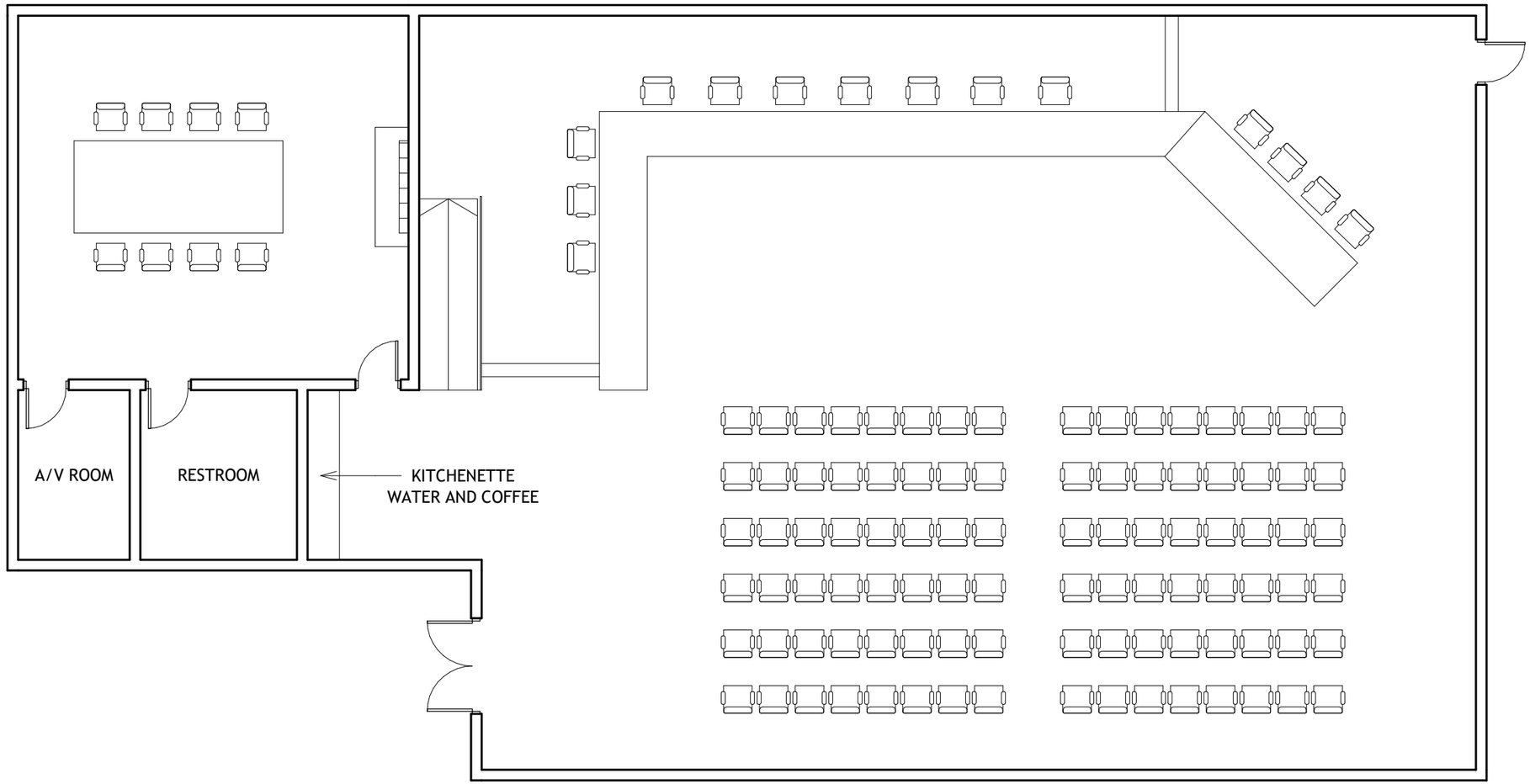
EXECUTIVE CONFERENCE ROOM: YES

RESTROOM: YES

WATER: YES

ENTRY DOOR: SIDE APPROACH

City Council Diagram Studies | OPTION 02



OPTION 2

SEATING COUNT: 100

SEATING STYLE FOR CITY COUNCIL: TBD

SEATING FOR DEPARTMENT HEADS OR SPEAKERS: YES

PODIUM LOCATION: NO

SCREEN(S) LOCATION: TBD

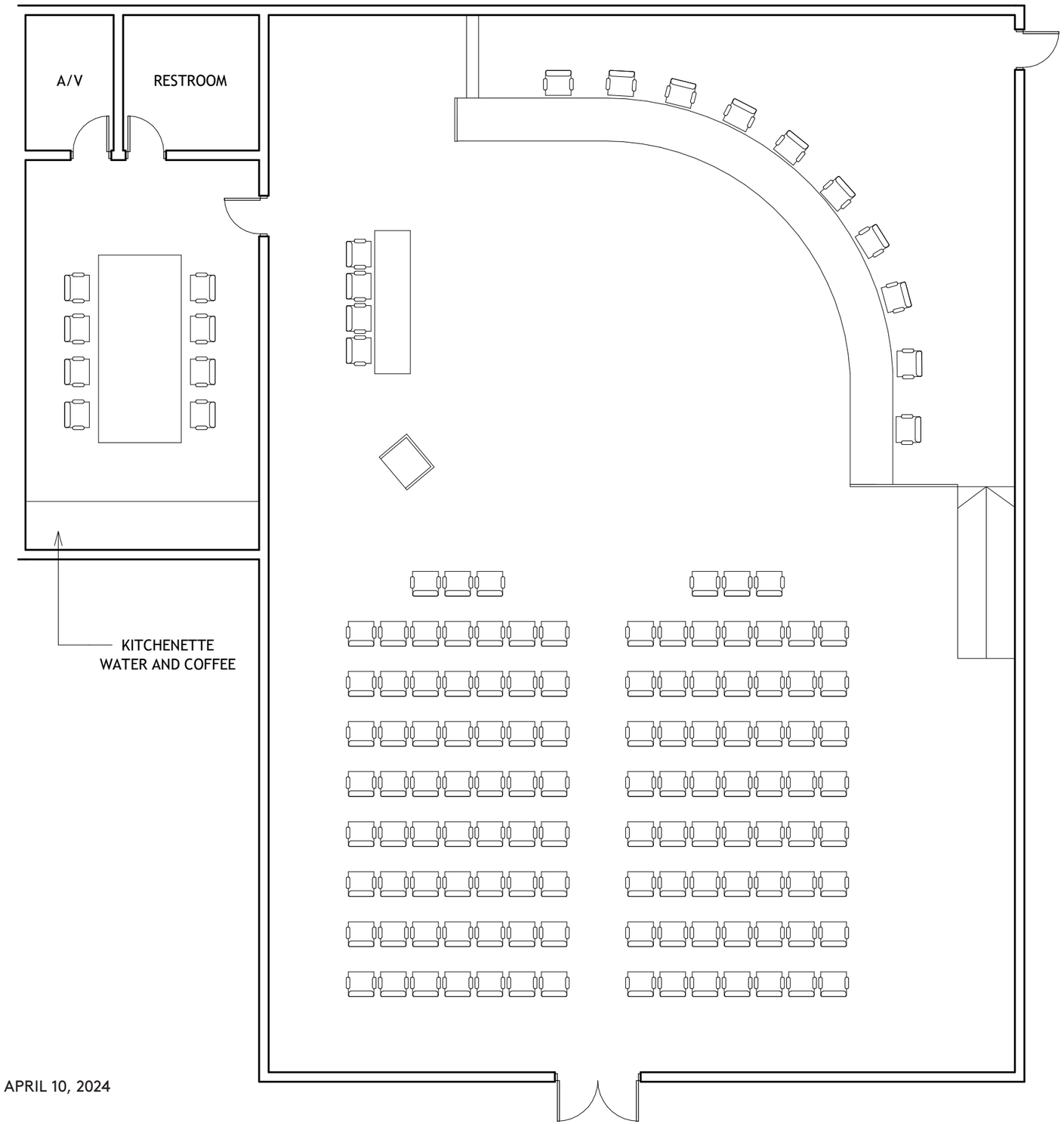
EXECUTIVE CONFERENCE ROOM: YES

RESTROOM: YES

WATER: YES

ENTRY DOOR: SIDE APPROACH

City Council Diagram Studies | OPTION 03



OPTION 3

SEATING COUNT: 100

SEATING STYLE FOR CITY COUNCIL: SEMI-CIRCLE

SEATING FOR DEPARTMENT HEADS OR SPEAKERS: YES

PODIUM LOCATION: SIDE

SCREEN(S) LOCATION: TBD

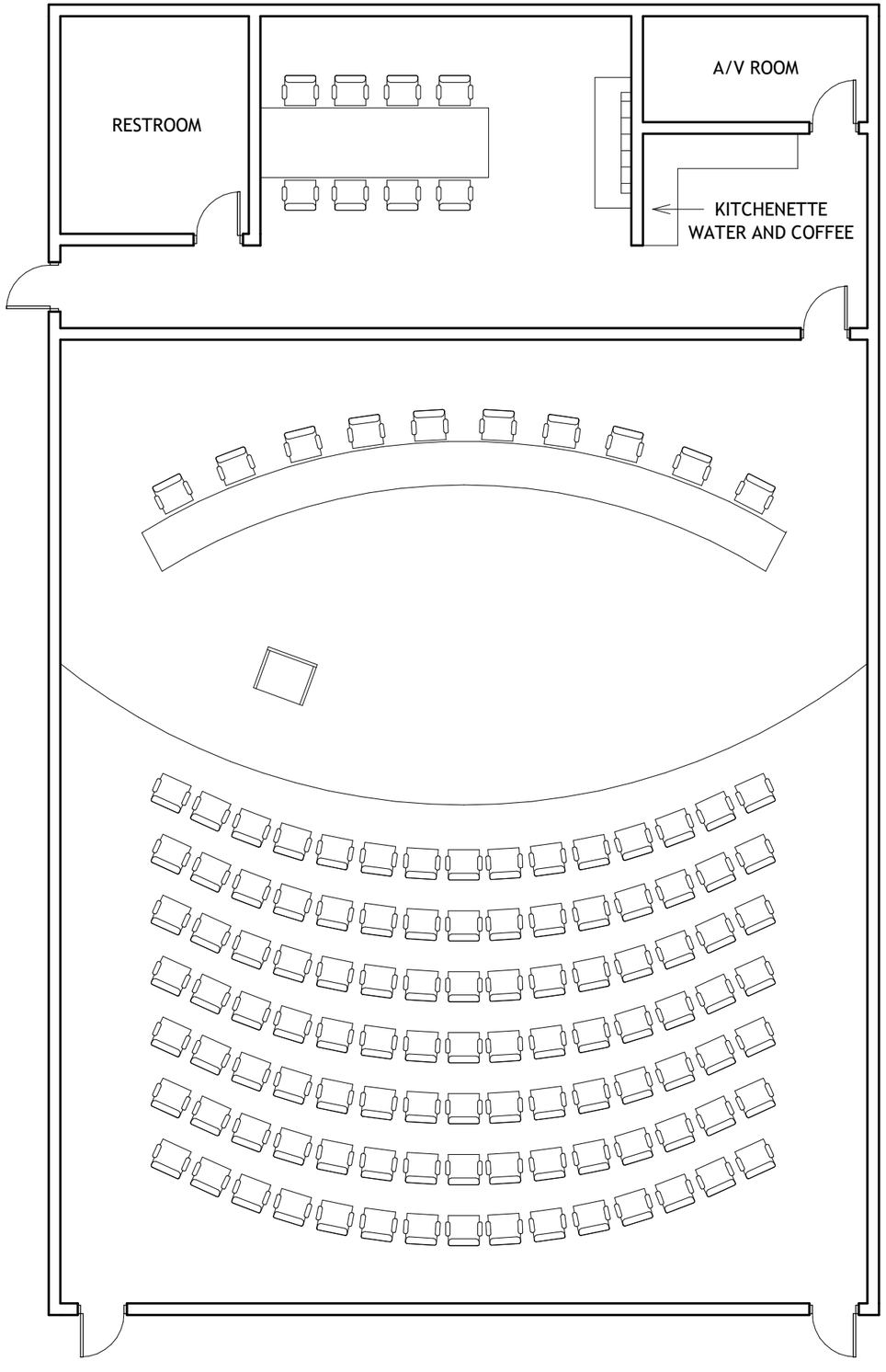
EXECUTIVE CONFERENCE ROOM: YES

RESTROOM: YES

WATER: YES

ENTRY DOOR: CENTERED APPROACH

City Council Diagram Studies | OPTION 04



OPTION 4

SEATING COUNT: 100

SEATING STYLE FOR CITY COUNCIL: ARCH

SEATING FOR DEPARTMENT HEADS OR SPEAKERS: NO

PODIUM LOCATION: SIDE

SCREEN(S) LOCATION: TBD

EXECUTIVE CONFERENCE ROOM: YES

RESTROOM: YES

WATER: YES

ENTRY DOOR: SIDE APPROACH

Appendix—

February 09, 2024
Planning Options—

Option 1

Leave operations as-is and only provide a new Council Chambers at the existing City Hall site.

Small Expansion

Municipal Complex

Engineering

City Hall + **+Remodel**

Mayor/Admin

Planning

Legal (partial)

Fire

Council Chambers

Administration Building

Utility Billing

IT

Legal (partial)

HR

Finance

Purchasing

AT&T *"as-is"*

GIS

- Operational efficiency to best serve the public
- Accommodate growth and avoid long term costs
- Minimize disturbance and first costs
- Consolidate real estate/number of locations

Option 2a

Expand City Hall to include Permit Center and new Council Chambers. Government Affairs remains as-is. Vacate AT&T and convert to parking.

Medium Expansion

Municipal Complex

GIS

IT

Administration Building

Utility Billing

Finance

HR

Purchasing

City Hall

Mayor/Admin

Legal (partial)

Permit Center

Engineering

Planning

Fire

Park Connection

Council Chambers

AT&T *demolish*



- Operational efficiency to best serve the public
- Accommodate growth and avoid long term costs
- Minimize disturbance and first costs
- Consolidate real estate/number of locations

Option 2b

Expand City Hall to include Government Affairs suite and new Council Chambers. Vacate AT&T and convert to parking.

Medium Expansion

Municipal Complex

Engineering

Administration Building

Utility Billing

GIS

IT

City Hall

Gov't Affairs

Mayor/Admin

Legal (all)

Finance

Purchasing

HR

Planning

Fire

Park Connection

Council Chambers

AT&T *demolish*



- Operational efficiency to best serve the public
- Accommodate growth and avoid long term costs
- Minimize disturbance and first costs
- Consolidate real estate/number of locations

Option 3

Create new Permit Center at Municipal Campus.
Expand City Hall to include Government Affairs suite and new Council Chambers.

Small Expansion

Municipal Complex

Permit Center

- **Engineering**
- **Planning**
- **Fire**

City Hall

Gov't Affairs

- **Mayor/Admin**
- **Legal (all)**
- **Finance**
- **Purchasing**
- **HR**

Park Connection

Council Chambers

Administration Building

- **Utility Billing**
- **GIS**
- **IT**

AT&T *demolish*

- Operational efficiency to best serve the public
- Accommodate growth and avoid long term costs
- Minimize disturbance and first costs
- Consolidate real estate/number of locations

Option 5

Expand City Hall to include a Government Affairs suite, Permit Center and new Council Chambers. Vacate AT&T and convert to parking. Redistribute departments from Administration.

Large Expansion

Municipal Complex

- IT
- GIS
- Utility Billing

Administration Building

- None

City Hall

- *Gov't Affairs*
  - Mayor/Admin
  - Legal (all)
  - Finance
  - Purchasing
  - HR
- *Permit Center*
  - Engineering
  - Planning
  - Fire
- *Park Connection*
- Council Chambers

AT&T *demolish*



- Operational efficiency to best serve the public
- Accommodate growth and avoid long term costs
- Minimize disturbance and first costs
- Consolidate real estate/number of locations

Option 6

Expand City Hall to include a Government Affairs suite and new Council Chambers. Vacate AT&T and convert to parking. Redistribute departments from Administration.

Medium Expansion

Municipal Complex

- IT
- Engineering
- Utility Billing

Administration Building

- None

City Hall

- *Gov't Affairs*
- Mayor/Admin
- Legal (all)
- Finance
- Purchasing
- HR
- Planning
- GIS
- Fire
- *Park Connection*
- Council Chambers

AT&T *demolish*



- Operational efficiency to best serve the public
- Accommodate growth and avoid long term costs
- Minimize disturbance and first costs
- Consolidate real estate/number of locations

Option 7

Existing City Hall to include new Permit Center.
Build new Council Chambers and Government Affairs building on the AT&T site.
Redistribute all departments from the Administration building.

Municipal Complex

IT

GIS

Utility Billing

Administration Building

None

City Hall

Permit Center

Engineering

Planning

Fire

AT&T

NEW

Gov't Affairs

Mayor/Admin

Legal (all)

Finance

Purchasing

HR

Library Connection

Council Chambers

- Operational efficiency to best serve the public
- Accommodate growth and avoid long term costs
- Minimize disturbance and first costs
  - *Structured/Remote*
- Consolidate real estate/number of locations

Option 8a

Expand City Hall for new Government Affairs suite and new Council Chambers. Build new Permit Center building on the AT&T site. Redistribute all departments from the Administration building.

Medium Expansion

Municipal Complex

- IT
- GIS
- Utility Billing

Administration Building

- None

City Hall

- *Gov't Affairs*
- Mayor/Admin
- Legal (all)
- Finance
- Purchasing
- HR

Park Connection

Council Chambers

AT&T

NEW

- *Permit Center*
- Engineering
- Planning
- Fire

- Operational efficiency to best serve the public
- Accommodate growth and avoid long term costs
- Minimize disturbance and first costs
  - *Structured/Remote*
- Consolidate real estate/number of locations

Option 8b

Expand City Hall for new Government Affairs suite and new Council Chambers. Create the Permit Center within the Administration Building. Vacate the AT&T Site.

Medium Expansion

Municipal Complex

None

City Hall

Gov't Affairs

Mayor/Admin

Legal (all)

Finance

Purchasing

HR

Park Connection

Council Chambers

Administration Building

Permit Center

IT

GIS

Utility Billing

Engineering

Planning

Fire

AT&T *demolish*

- Operational efficiency to best serve the public
- Accommodate growth and avoid long term costs
- Minimize disturbance and first costs
- Consolidate real estate/number of locations

Additional Considerations

- Other **community serving spaces** and programs that support each option, or a variety of options, or lend themselves to one option:
  - Community Meeting Rooms
  - Bentonville visitor groups
  - Welcome center
  - Art Gallery
  - Etc.
- Other **departments** not shown above that should be in consideration? (Assuming no Public Works functions, to confirm)
- **Parking** analysis (each option will need a review)
  - Structured/Remote at adjacent church lot
- Note: Options 4-8 **vacate** Administration Building
- **Test fit** of program on City Hall site to be done, especially with Large Expansions like in Option 4
- **Growth** for all groups needs to be reviewed and studied as a next step (20-year horizon)

Thank you—



Bentonville City Hall Campus

May 2024 Site Visit and Presentations

MITHŪN

Agenda

WHAT WE HEARD & WHAT WE'VE BEEN WORKING ON

- Feedback from January 2024 site visit with Community Members, Council, Mayor & City Staff Departments
- Review meetings weekly with Bentonville City Hall 'core team' members
- Program Review and Development
- Review of site, code and capacity
- Parking Analysis (overall need, and code requirements)
- Ghel Report Findings

DESIGN SCHEMES

- One Stop Shop Scheme
- Building in the Park Scheme
- Courtyard Scheme
- Parking per scheme

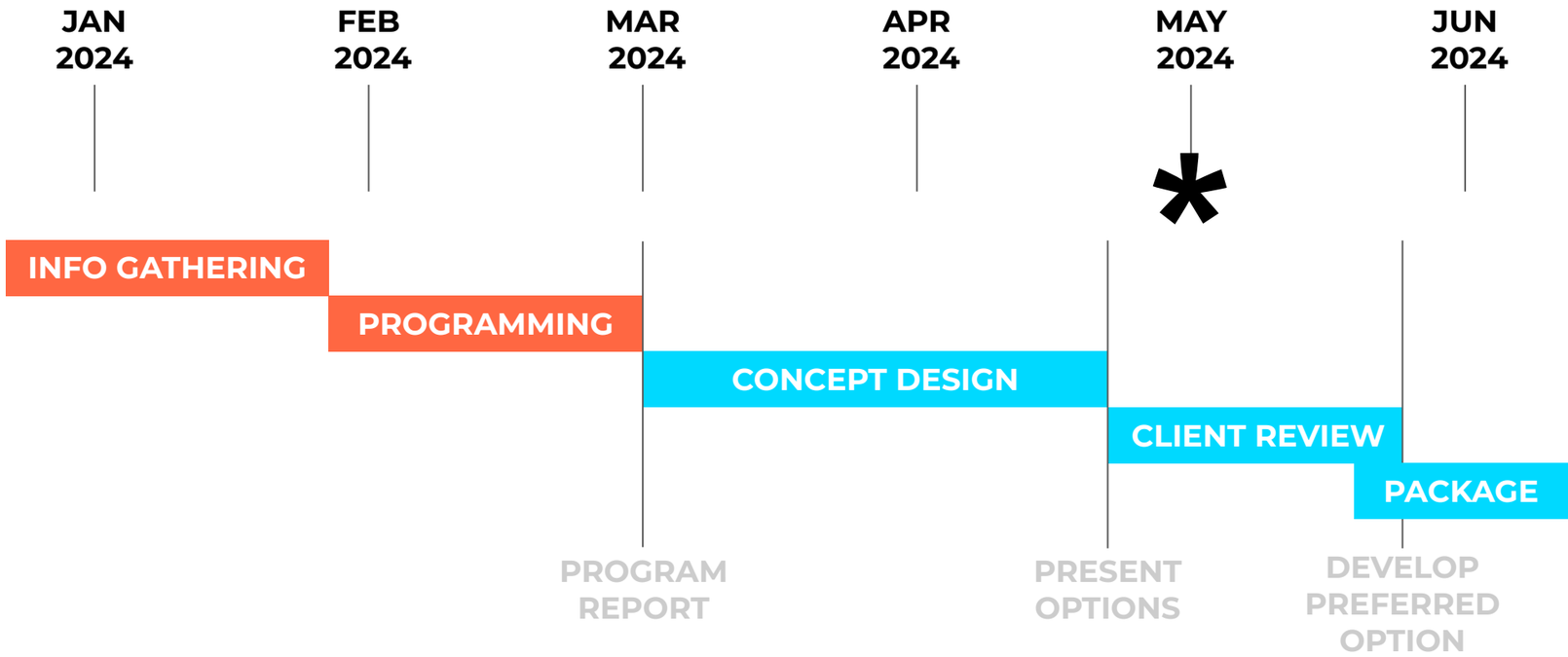
NEXT STEPS

- Cost estimation on each of the (3) schemes
- Revisions based on additional feedback from May site visit

Where we are...


JAN 2024
JUNE 2024
JAN 2025
T.B.D.
*
PROGRAMMING
CONCEPT DESIGN
BRIDGING
FULL DESIGN, BIDDING, CONSTRUCTION

This phase of work...



January 2024 Site Visit & Listening Sessions



What we heard

After hearing from the Mayor, City Council, Staff and Community Leaders, the following project goals emerged:

- Provide a **new council chambers** and associated support spaces to serve current and future needs, based on a **20-year horizon**.
- Provide new and/or remodeled space to accommodate **reorganization of departments to improve efficiency,** resulting in best-in-class service for the citizens of Bentonville.
- **Be smart with this financial investment.** Consider not only the first cost, but anticipate long term cost implications of each option.

Provide clear and concise analysis and data, to allow for discussion of tradeoffs between options and clear direction for moving forward.

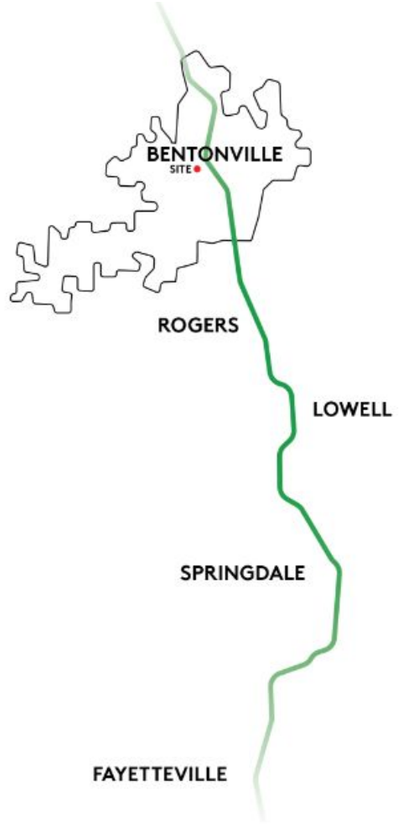
Site Analysis

Regional Considerations

The City of Bentonville sits in an ecologically rich region within the Springfield Plateau and Elk Basin Watershed. The Razorback Greenway spans from Fayetteville to Bentonville, across the Ozark Region and multiple watersheds, connecting this dynamic landscape.







BENTONVILLE ECO-REGION

The Ozark Region is known for sparking springs, waterfalls, lakes, caves, caverns, and sinks. Part of the Ozark Plateau, the Springfield Plateau is underlain by Mississippian Cherty Limestones, called "Boone Chert" consisting of limestone and chert layers. These are eroded to form steep hills, valleys, and bluffs.

BENTON COUNTY WATERSHEDS

The Elk River watershed headwaters originate in Big Sugar Creek near Seligman, Missouri and Little Sugar Creek near Bentonville, Arkansas. The Elk River basin encompasses an area of 1,032 square miles and the corners of four states, Arkansas, Kansas, Missouri, and Oklahoma. Non-point source pollution in the basin comes from various sources including urban development and runoff, mining, land conversion from forest to pasture, free ranging livestock, channelization, road construction, and septic tanks.

NW ARKANSAS RAZORBACK GREENWAY

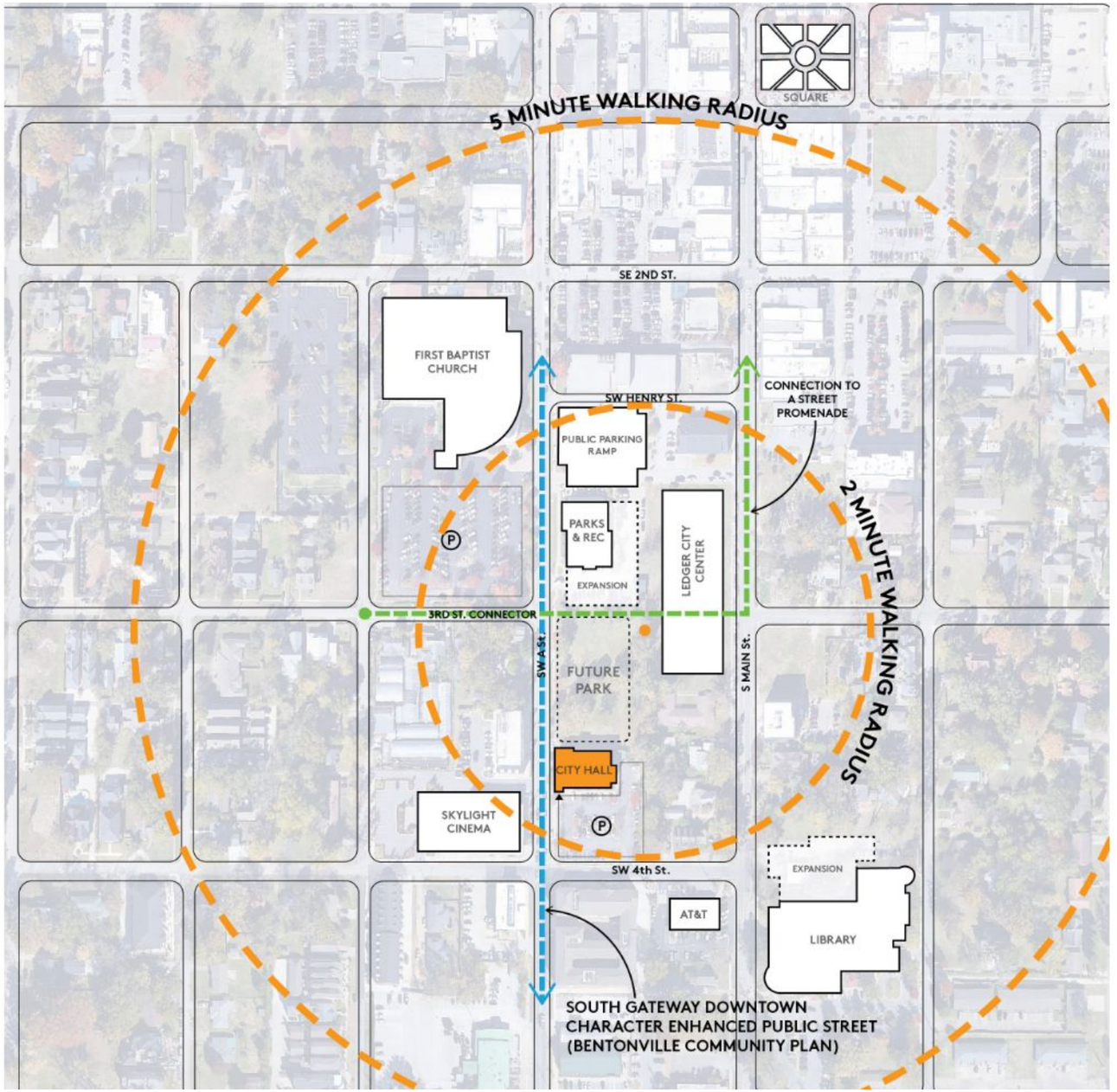
The Razorback Greenway is a 36-mile, primarily off-road, shared-use trail that connects the downtown areas of Fayetteville, Springdale, Lowell, Rogers and Bentonville, their arts and entertainment districts, shopping opportunities, the University of Arkansas campus, playgrounds and neighborhoods. construction.

Site Analysis

Site Considerations

The site of the current City Hall is located at the planned South Gateway to Downtown along SW A St. and SW 4th St.

Situated in the heart of the historic downtown district, the site is within 5 minutes walking distance to the Town Square, Library, and other destinations and is immediately adjacent and only a 2 minute walk to the Ledger City Center, Parks and Recreations, and multiple parking areas.



Parking Analysis

Neighborhood

EXISTING SURFACE PARKING

Existing surface public parking spaces that are within a walking distance of 2-5 minutes include:
-52 spaces at the City Hall
-28 spaces at the AT+T Building
-100 spaces at the Library
Total 180 spaces

POTENTIAL SURFACE PARKING

The First Baptist Church may pose an opportunity for shared spaces during the weekday work hours and would add 145 spaces to that total.

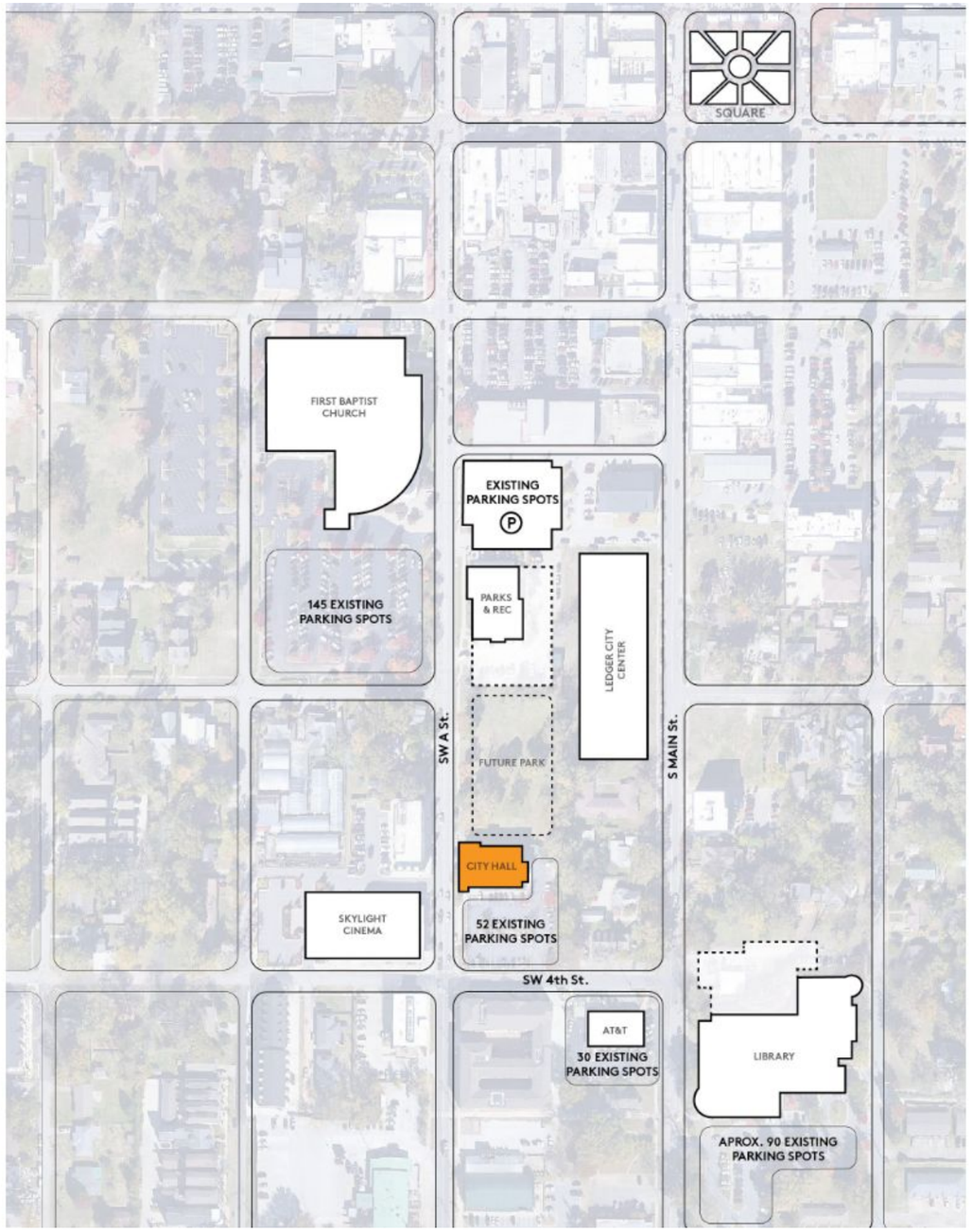
The site that currently contains the AT&T Building has the potential to add 42 spaces at full capacity (totaling 72 spaces at that location)

EXISTING STRUCTURED PARKING

Existing structured parking within a walking distance of 2-5 minutes include:
52 spaces north of the Parks + Recreation (Ledger Building Parking)

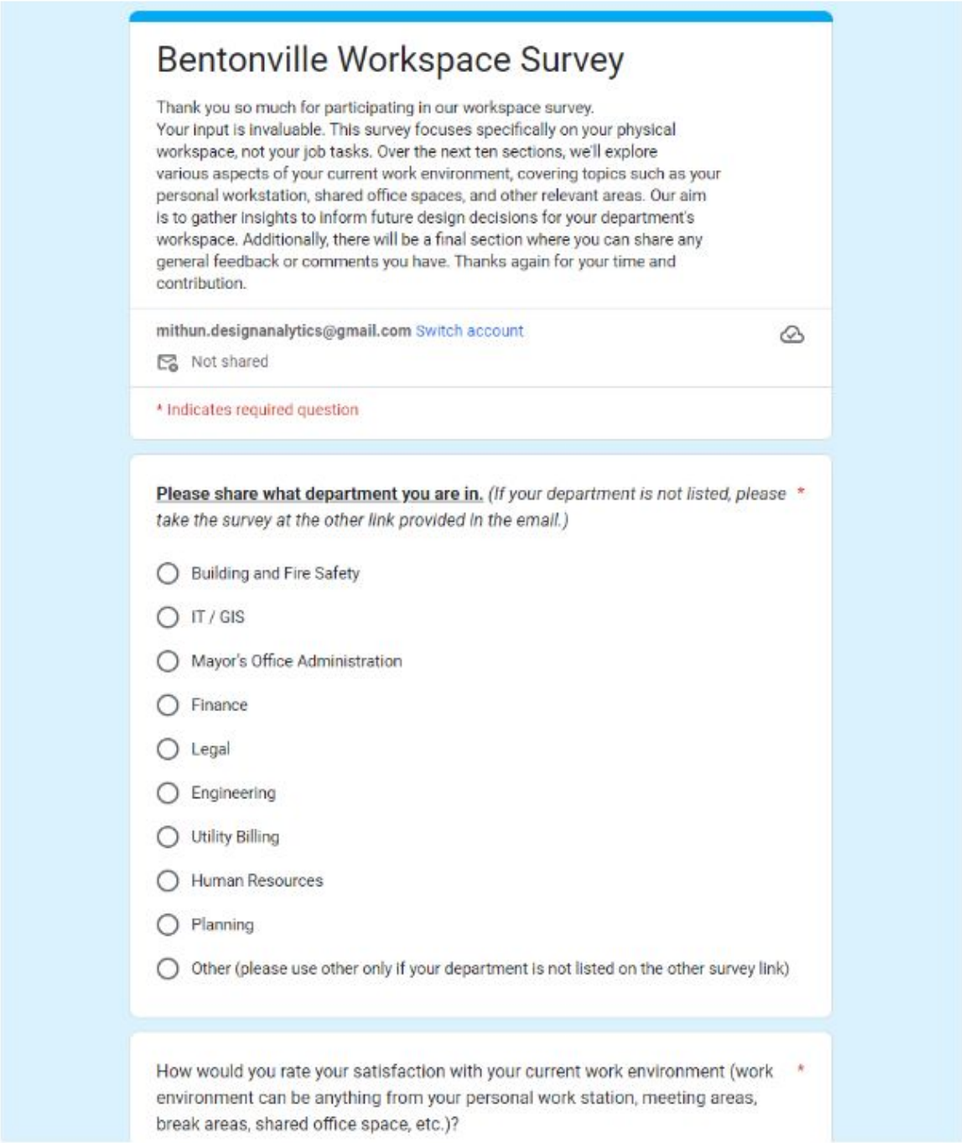
POTENTIAL STRUCTURED PARKING

Potential structured parking within a walking distance of 2-5 minutes could include a newly developed partnership with the First Baptist Church that would add 300 parking spaces.



MITHŪN

Staff Survey Summary



Bentonville Workspace Survey

Thank you so much for participating in our workspace survey.
Your input is invaluable. This survey focuses specifically on your physical workspace, not your job tasks. Over the next ten sections, we'll explore various aspects of your current work environment, covering topics such as your personal workstation, shared office spaces, and other relevant areas. Our aim is to gather insights to inform future design decisions for your department's workspace. Additionally, there will be a final section where you can share any general feedback or comments you have. Thanks again for your time and contribution.

mithun.designanalytics@gmail.com Switch account

Not shared

* Indicates required question

Please share what department you are in. *(If your department is not listed, please take the survey at the other link provided in the email.)* *

- Building and Fire Safety
- IT / GIS
- Mayor's Office Administration
- Finance
- Legal
- Engineering
- Utility Billing
- Human Resources
- Planning
- Other (please use other only if your department is not listed on the other survey link)

How would you rate your satisfaction with your current work environment (work environment can be anything from your personal work station, meeting areas, break areas, shared office space, etc.)? *

An online survey was developed and deployed for two groups:

- Staff members in departments that are being evaluated as part of the project including: Building and Fire Safety, IT/GIS, Finance, Legal, Mayor's Office Administration, Finance, Engineering, Utility Billding, Human resources and Planning.
- As well as staff members of city departments not being evaluated as part of the project.

The survey was run for a week from March 4th, 2024 - March 11th, 2024.

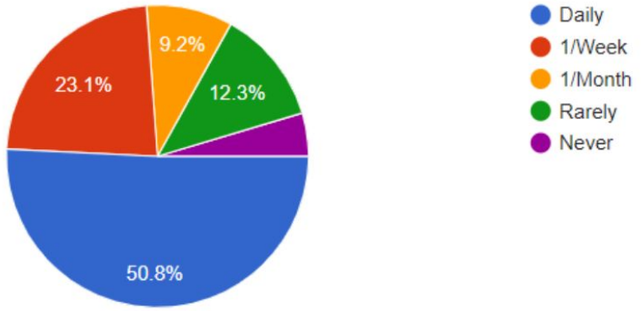
(66) Staff members participated in the survey from City Hall Departments.
(81) Staff members participated in the survey from Other Departments.

The results shared in this program document capture those responses from the departments that may occupy the new City Hall project.

Staff Survey Summary

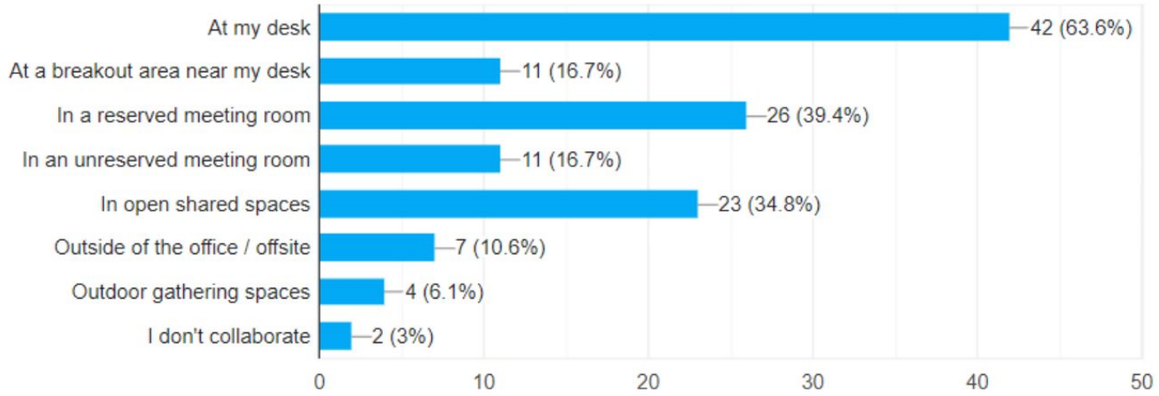
How often do you collaborate with other departments?

65 responses



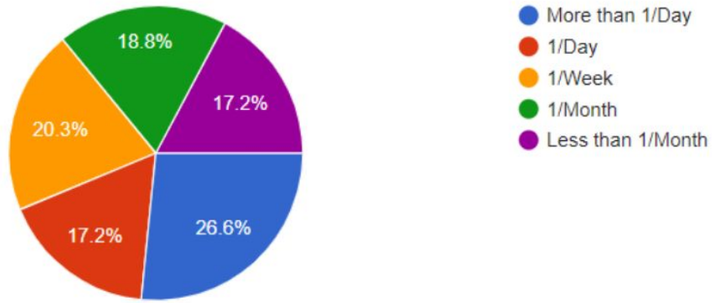
Where do you most often collaborate? Select all that apply.

66 responses



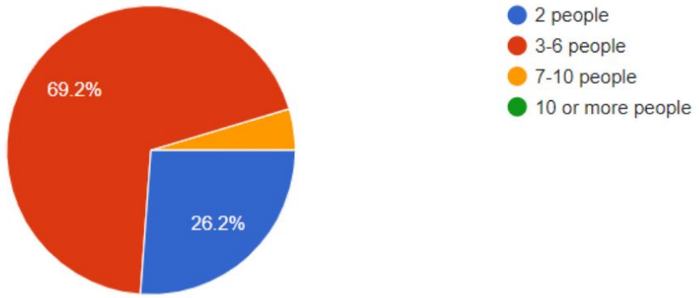
How often do you have work related visitors come to meet you at the office?

64 responses



What size are your typical day to day collaborative teams and workgroups? (including yourself)

65 responses



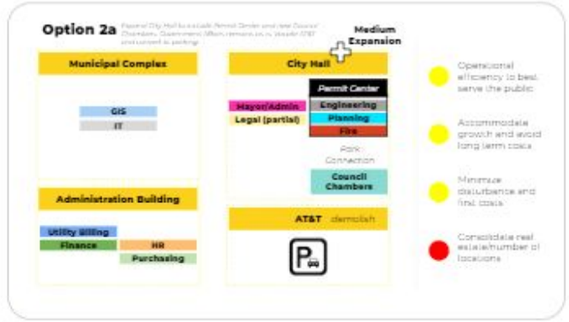
We started with lots of options...



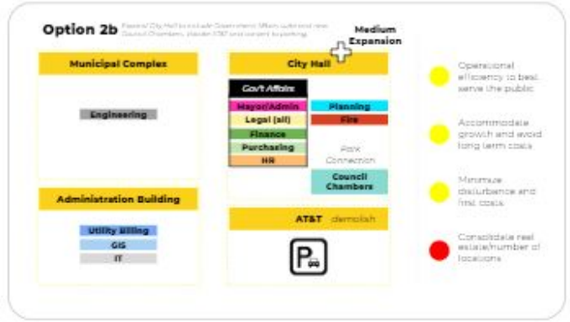
5



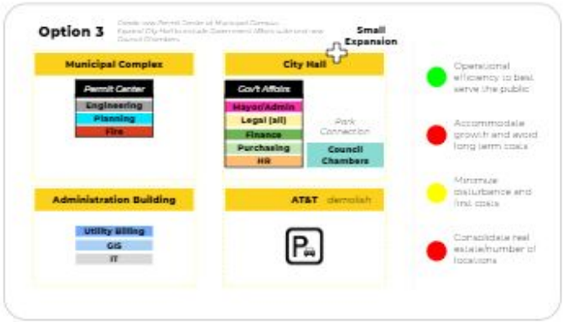
6



7



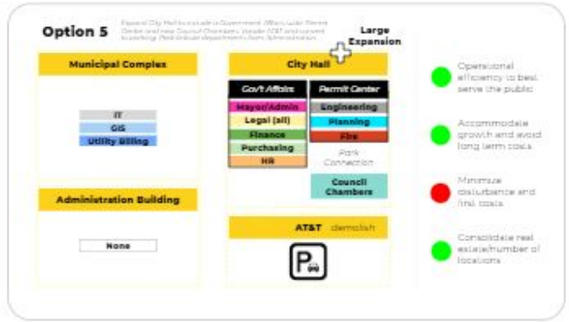
8



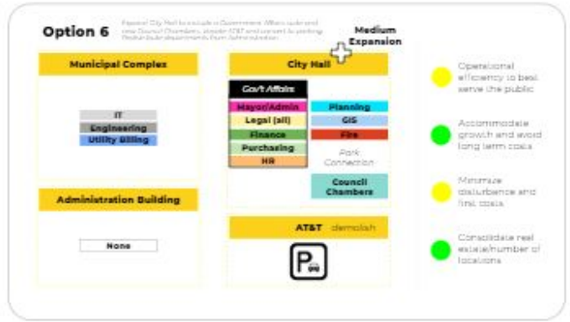
9



10



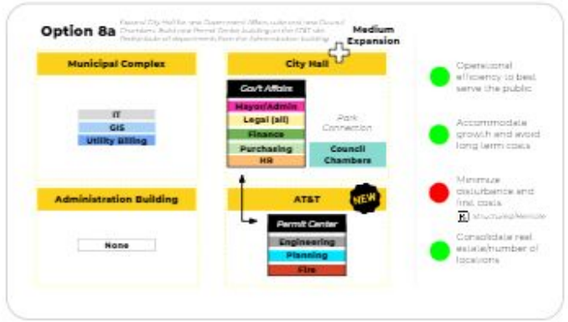
11



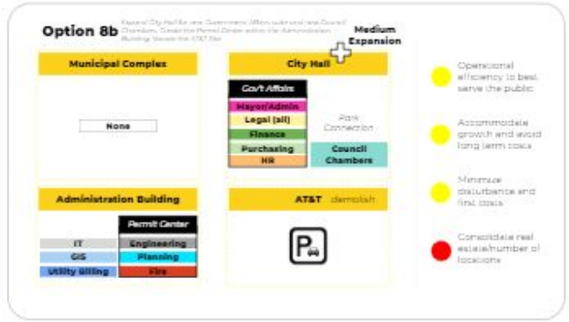
12



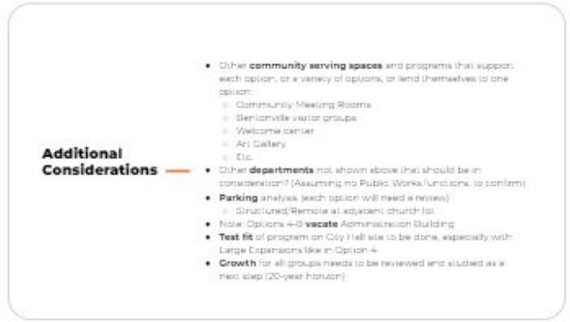
13



14



15



16

Program Development

OVERALL PROGRAM SUMMARY

	Total Net	Total Useable	***Total Gross***	Percent of total SF	Notes/Comments:
Administration	1,404	1,966	**2,162**	4%	
Fire and Building Safety	4,153	5,814	**6,396**	11%	
Utility Billing	5,177	7,248	**7,973**	14%	
IT and GIS	3,505	4,907	**5,398**	9%	
Legal	2,785	3,899	**4,289**	7%	
Engineering	3,066	4,292	**4,722**	8%	
Finance	2,216	3,102	**3,413**	6%	
Human Resouces	2,649	3,709	**4,079**	7%	
Planning	4,475	6,265	**6,892**	12%	
Shared Program	8,370	10,881	**11,969**	21%	
Total:	37,800	52,083	***57,291***	100%	
Outdoor Space			**TBD**		
Parking			**TBD**		
Other, TBD			**TBD**		

Program Development

DEPARTMENTAL PROGRAM @ 175% MAXIMUM GROWTH

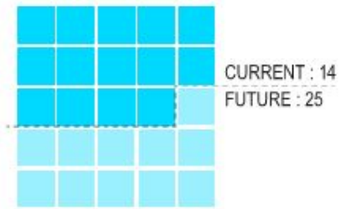
MAYOR AND ADMINISTRATION



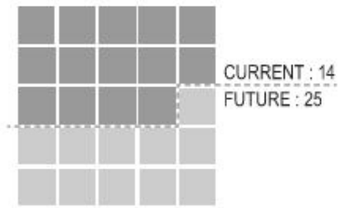
HR



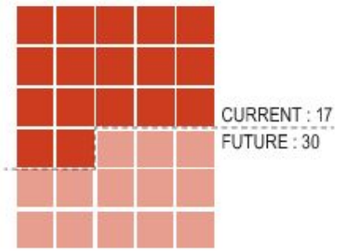
PLANNING



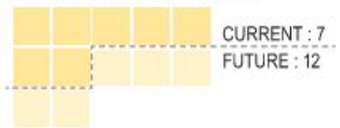
ENGINEERING



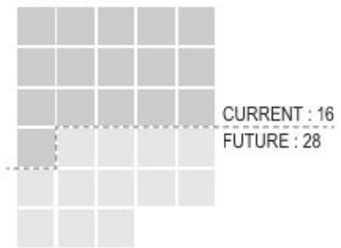
BUILDING AND FIRE SAFETY



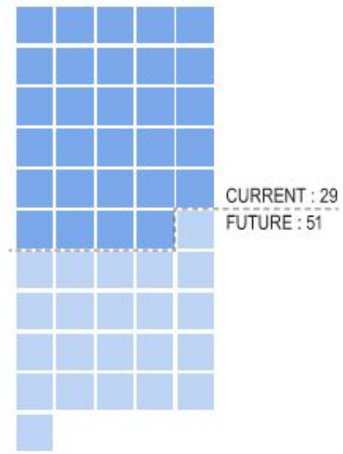
LEGAL AND PURCHASING



IT AND GIS



UTILITY BILLING

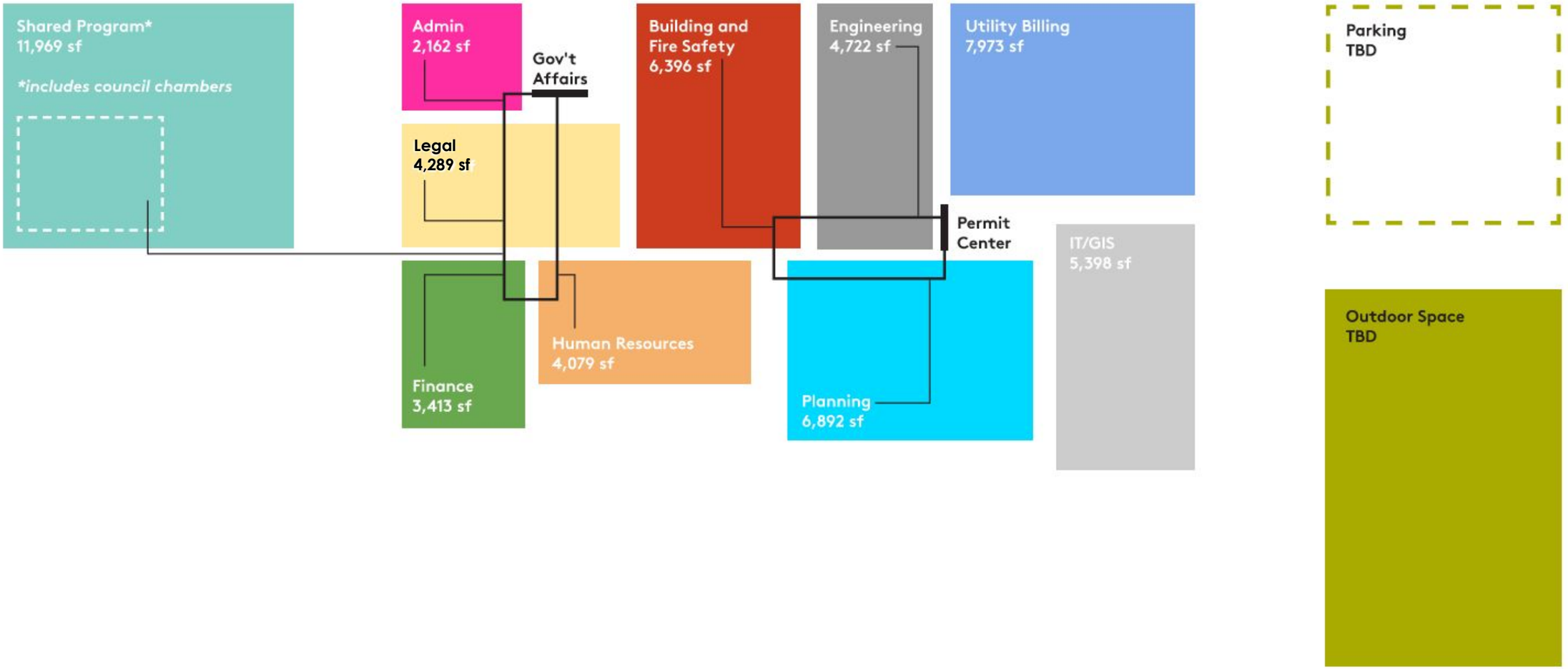


FINANCE



Program Development

DEPARTMENTAL PROGRAM



Program Development - by Option

OPTION A (previously 2a)				NOTES
CITY HALL SITE				
Administration		2,162		
Legal		4,289		
Planning		6,892		
Fire and Building Safety		6,396		
Engineering		4,722		
Shared Program		11,969		
Council Chambers		-		Note: 6,000sf approx.
Total		**36,430**	sf	possible project sf'tg
AT&T SITE				
Demo for Parking		TBD		
MUNICIPAL COMPLEX				
IT/GIS		5,398		
Total		**5,398**	sf	for reference only; out of scope
ADMINISTRATION BUILDING				
Utility Billing		7,973		
Finance		3,413		
Human Resouces		4,079		
Total		**15,465**	sf	for reference only; out of scope

Permit Center

OPTION B (previously 5)				NOTES
CITY HALL SITE				
Administration		2,162		
Legal		4,289		
Planning		6,892		
Fire and Building Safety		6,396		
Engineering		4,722		
Finance		3,413		
Human Resouces		4,079		
Shared Program		11,969		
Council Chambers		-		Note: 6,000sf approx.
Total		**43,922**	sf	possible project sf'tg
AT&T SITE				
Demo for Parking		TBD		
MUNICIPAL COMPLEX				
Utility Billing		7,973		
IT/GIS		5,398		
Total		**13,371**	sf	for reference only
ADMINISTRATION BUILDING				
None		n/a		

Permit Center

Gov't Affairs

OPTION C (previously 8a)				NOTES
CITY HALL SITE				
Administration		2,162		
Legal		4,289		
Finance		3,413		
Human Resouces		4,079		
Shared Program		11,969		
Council Chambers		-		Note: 6,000sf approx.
Total		**25,912**	sf	possible project sf'tg
AT&T SITE				
Planning		6,892		
Fire and Building Safety		6,396		
Engineering		4,722		
Total		**18,010**	sf	possible project sf'tg
MUNICIPAL COMPLEX				
Utility Billing		7,973		
IT/GIS		5,398		
Total		**13,371**	sf	for reference only
ADMINISTRATION BUILDING				
None		n/a		

Gov't Affairs

Permit Center

OPTION D (previously 8b)				NOTES
CITY HALL SITE				
Administration		2,162		
Legal		4,289		
Finance		3,413		
Human Resouces		4,079		
Shared Program		11,969		
Council Chambers		-		Note: 6,000sf approx.
Total		**25,912**	sf	possible project sf'tg
AT&T SITE				
Demo for Parking		TBD		
MUNICIPAL COMPLEX				
None		n/a		
ADMINISTRATION BUILDING				
Utility Billing		7,973		
IT/GIS		5,398		
Planning		6,892		
Fire and Building Safety		6,396		
Engineering		4,722		
Total		**31,381**	sf	for reference only

Gov't Affairs

Permit Center

Bentonville City Hall
Baseline Study

Baseline data collection and existing conditions insights



Prepared by Gehl for the Walton Family Foundation – December 2023

Design Excellence Program

Gehl

WALTON FAMILY FOUNDATION

Gehl Report - Findings



Top: Downtown Bentonville.

Left: The Ledger.

Residents face confusing processes when visiting City Hall.

City services are housed in three separate buildings in Bentonville. This poses a challenge for ordinary citizens trying to determine the appropriate location for the services they require. Within the City Hall building itself, we also heard that Bentonville residents often struggle to know where to go to accomplish their needs.



"People don't know where to go when they go into the building. They come in and they are lost."

— CITY HALL WORKER FOCUS GROUP

City Hall could become one-stop-shop for public needs.

The future City Hall has the potential to evolve into a more comprehensive one-stop shop, eliminating the need for citizens to travel across town for various services. This could be achieved in different ways - for example, by having one citizen-facing staff person who coordinates between departments, or by co-locating staff from different departments in a prominent location in City Hall. Regardless of the organizational solution, the new City Hall should be designed in a way that welcomes users in and makes it clear and intuitive where they need to go to handle their business.

"There's an issue with organizational structure. In the past I worked at a city that was a "one stop shop" but here you have to go to different places in town or between floors for one thing."

— CITY HALL WORKER

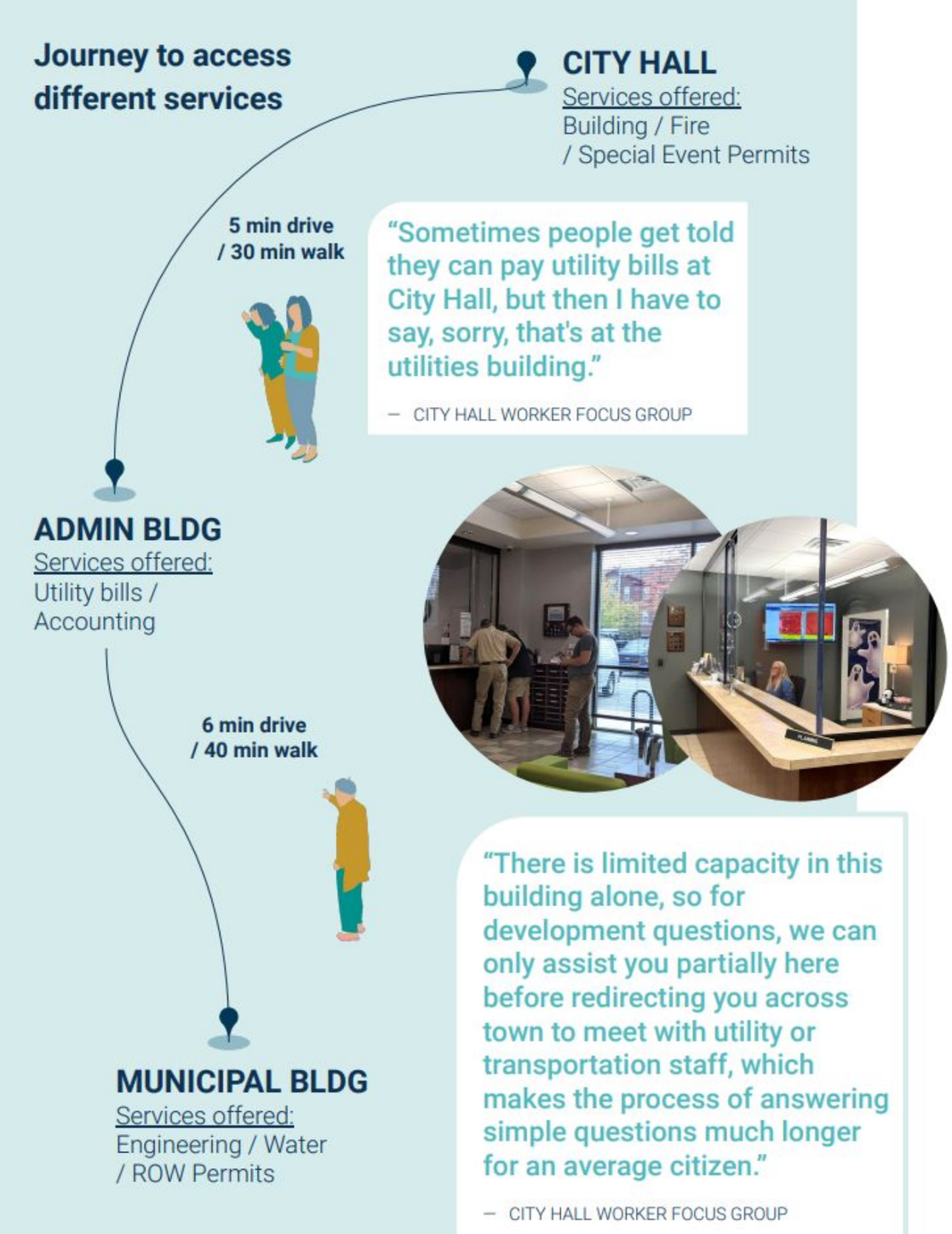


Gehl Report - Findings

Recommendations

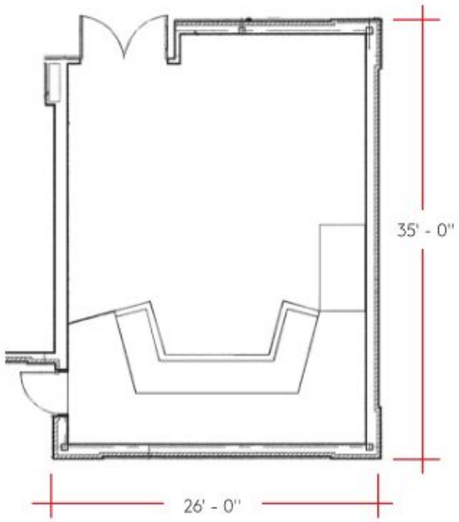
Leverage the Entire Campus

Turn the City Hall building, along with the public spaces around it, into a civic anchor that is welcoming to all.

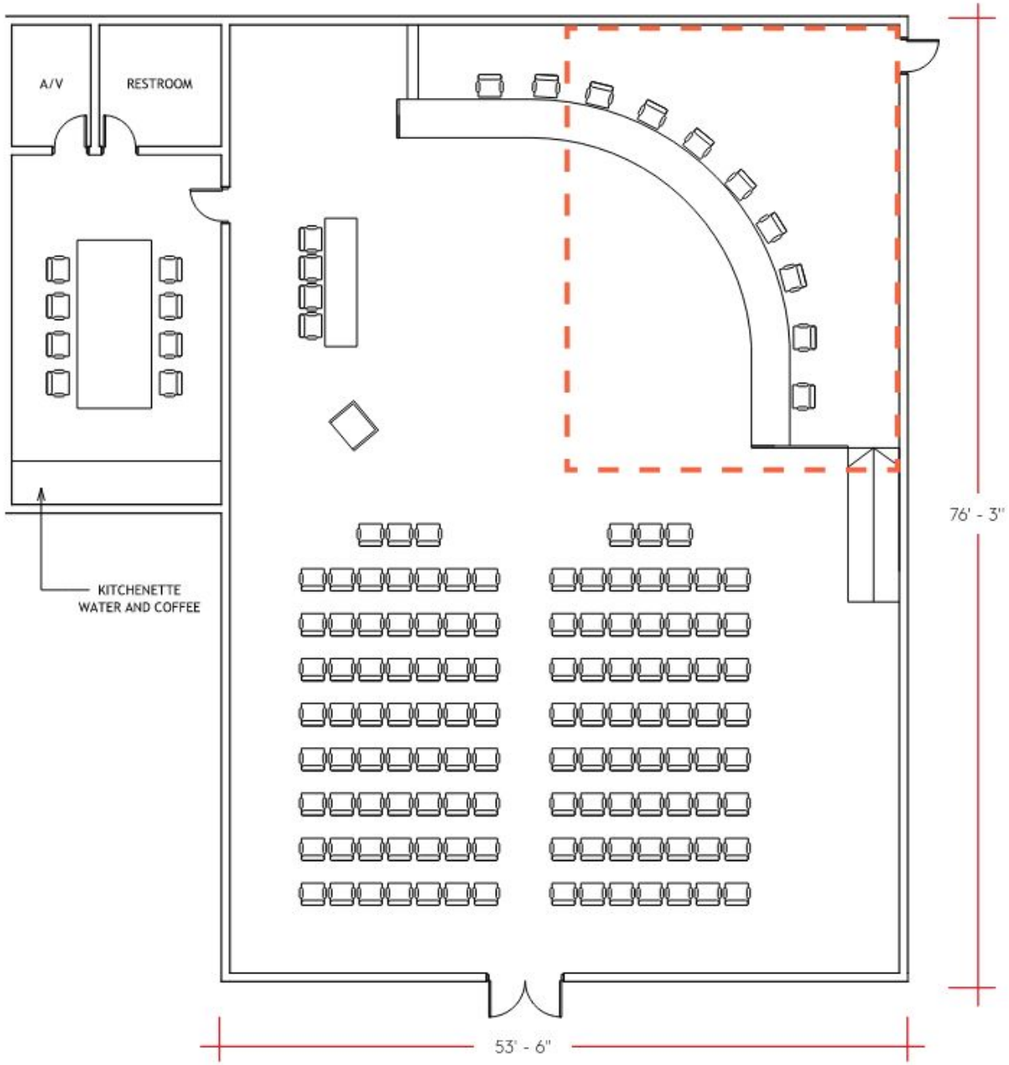


Council Chambers - Proposed Growth

Existing council chambers



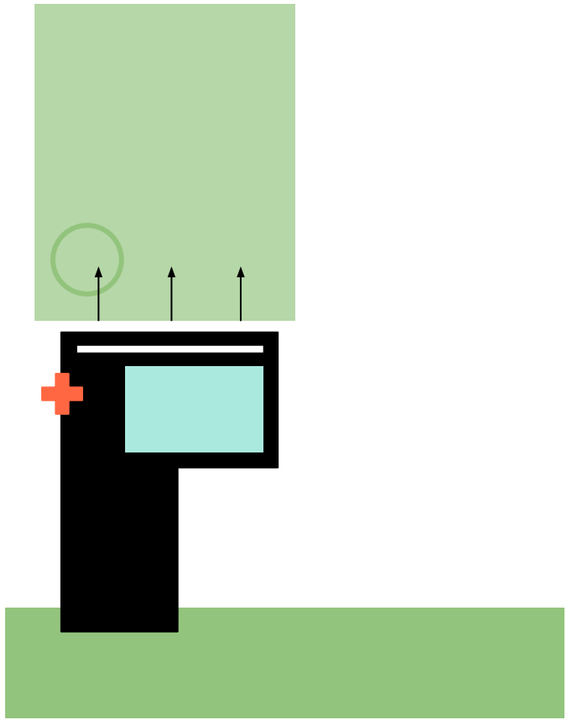
Proposed council chambers



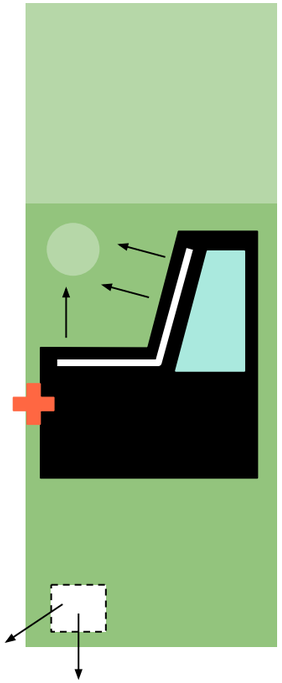
Design Schemes

Design Schemes

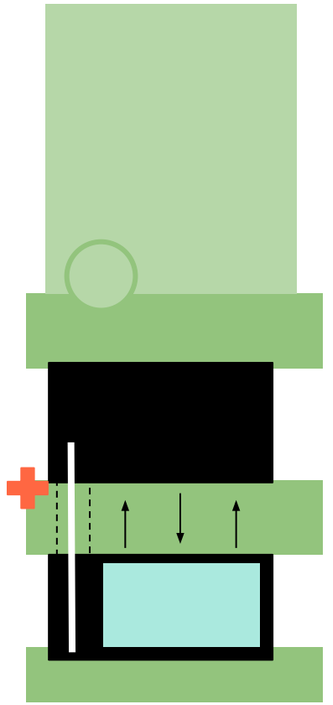
ONE STOP SHOP



BUILDING IN THE PARK

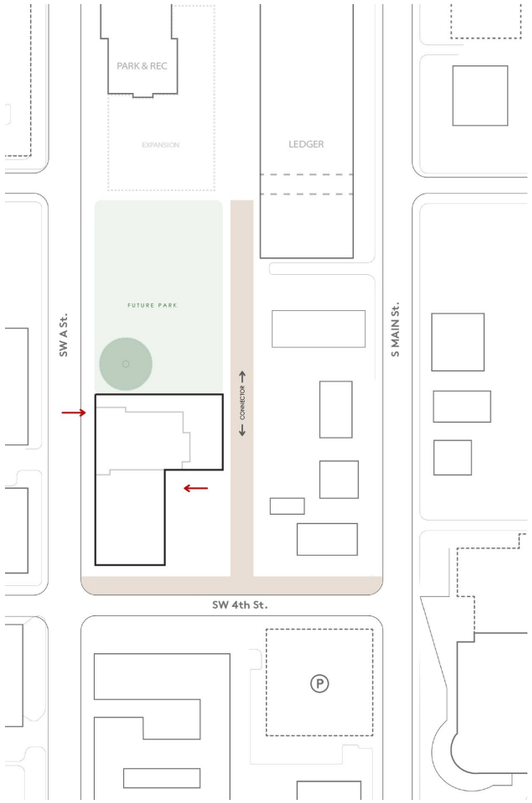


COURTYARD



Design Schemes

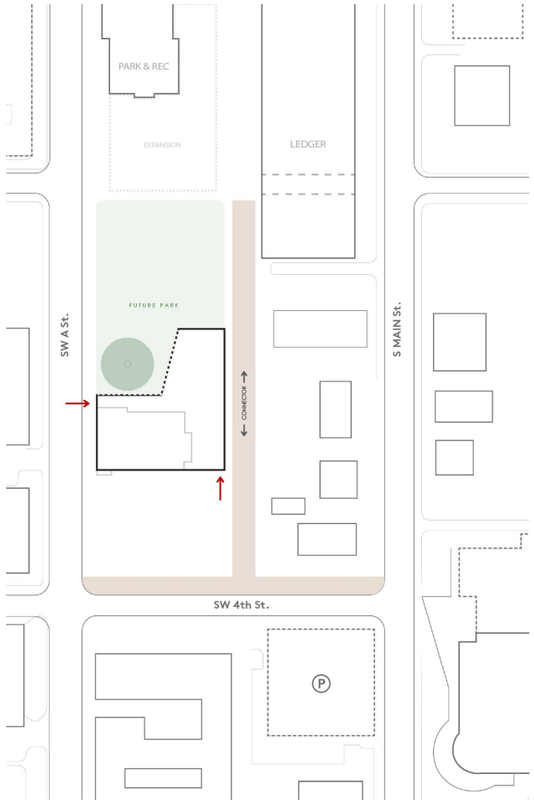
ONE STOP SHOP



PROGRAM

- Brings together Government Affairs and Permit Center at city hall site
- New council chambers
- Parking at AT&T
- Utility Billing, IT & GIS at Administration Building

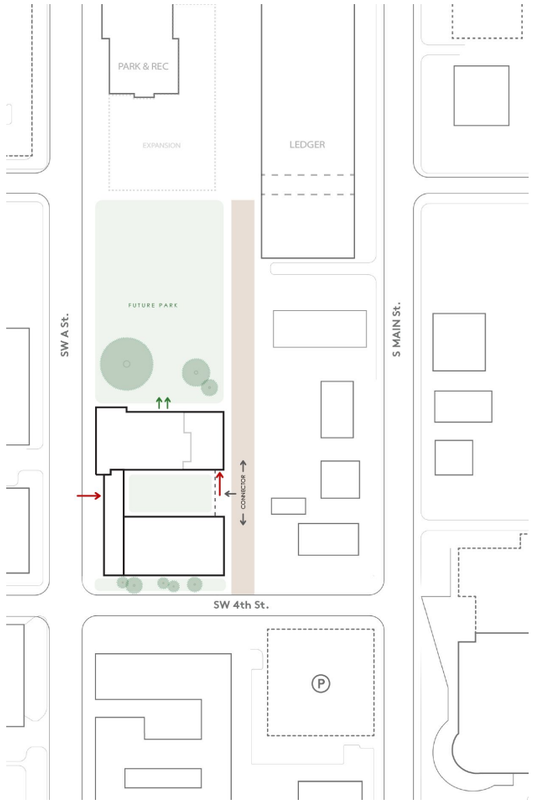
BUILDING IN THE PARK



PROGRAM

- Brings together Government Affairs at city hall site
- New council chambers
- Parking at AT&T
- Permit Center at Administration Building with Utility Billing
- IT & GIS at Municipal Complex

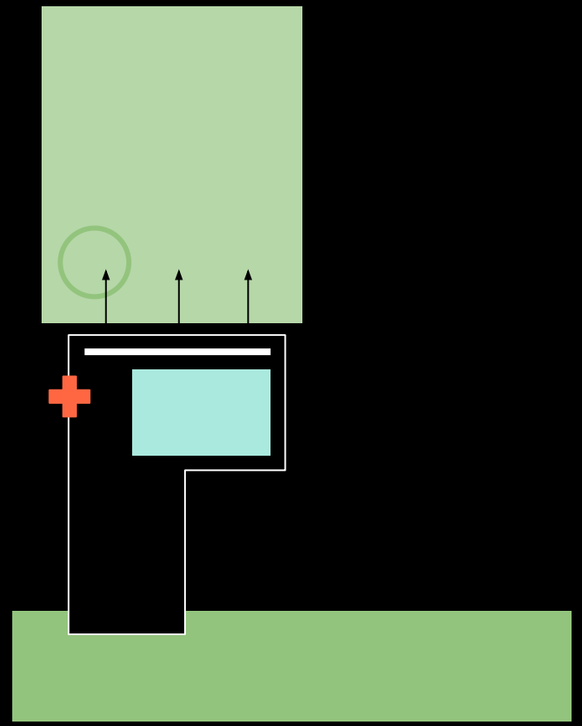
COURTYARD



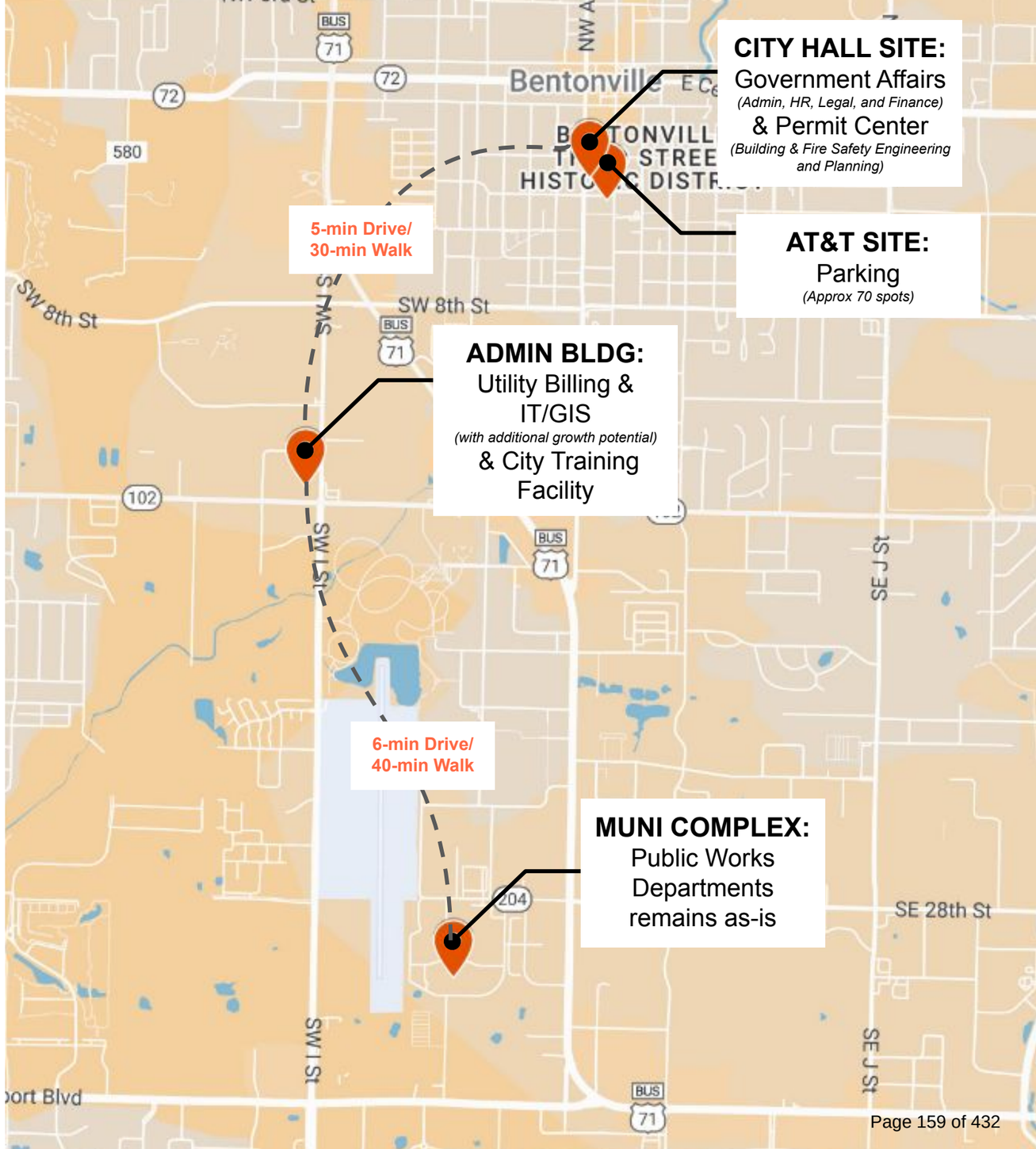
PROGRAM

- Brings together Government Affairs at city hall site
- New council chambers
- Parking at AT&T
- Permit Center at Administration Building with Utility Billing
- IT & GIS at Municipal Complex

One Stop Shop

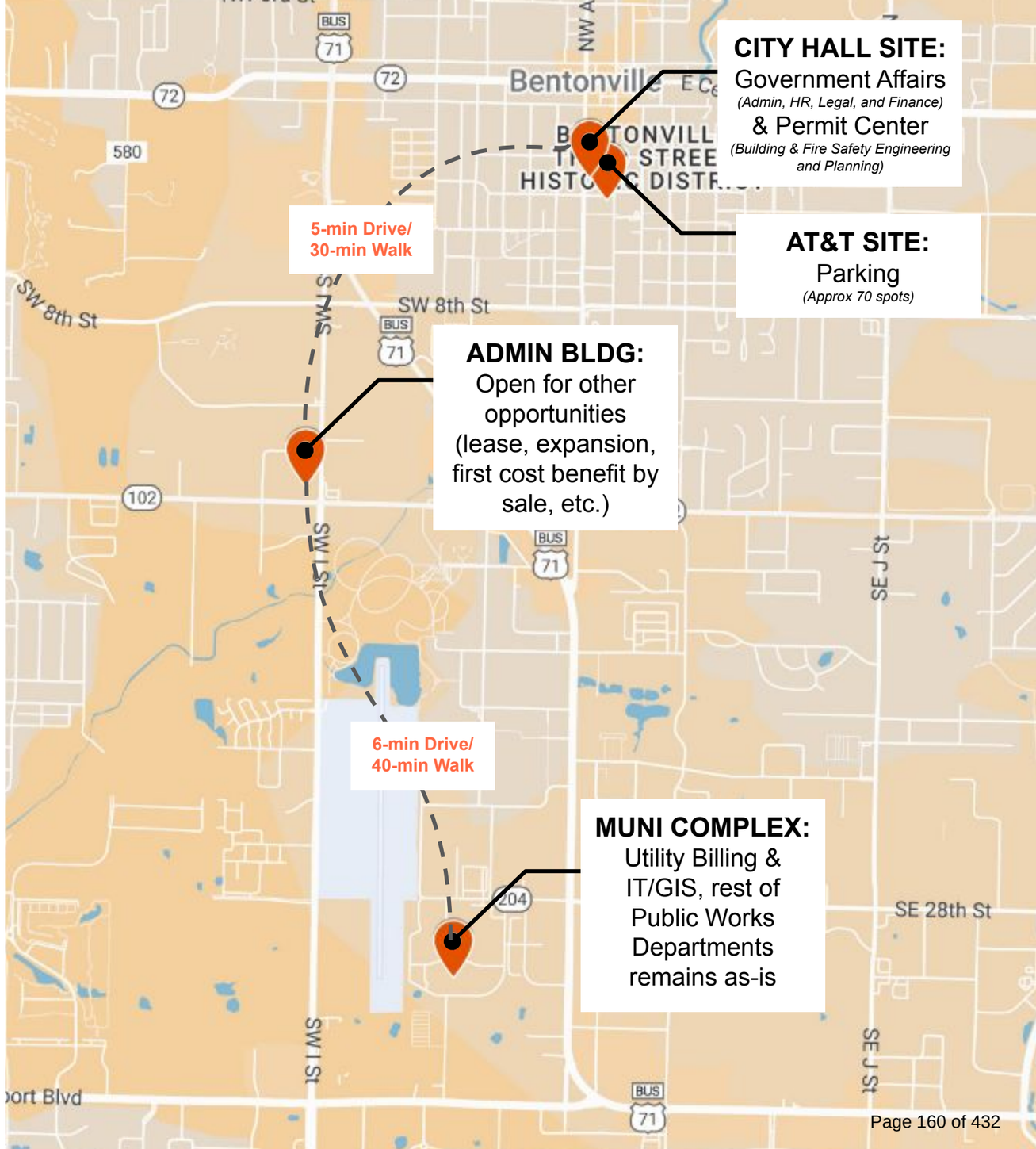


Program Diagrams - **One Stop Shop**



Program Diagrams - **One Stop Shop**

(alternate approach)



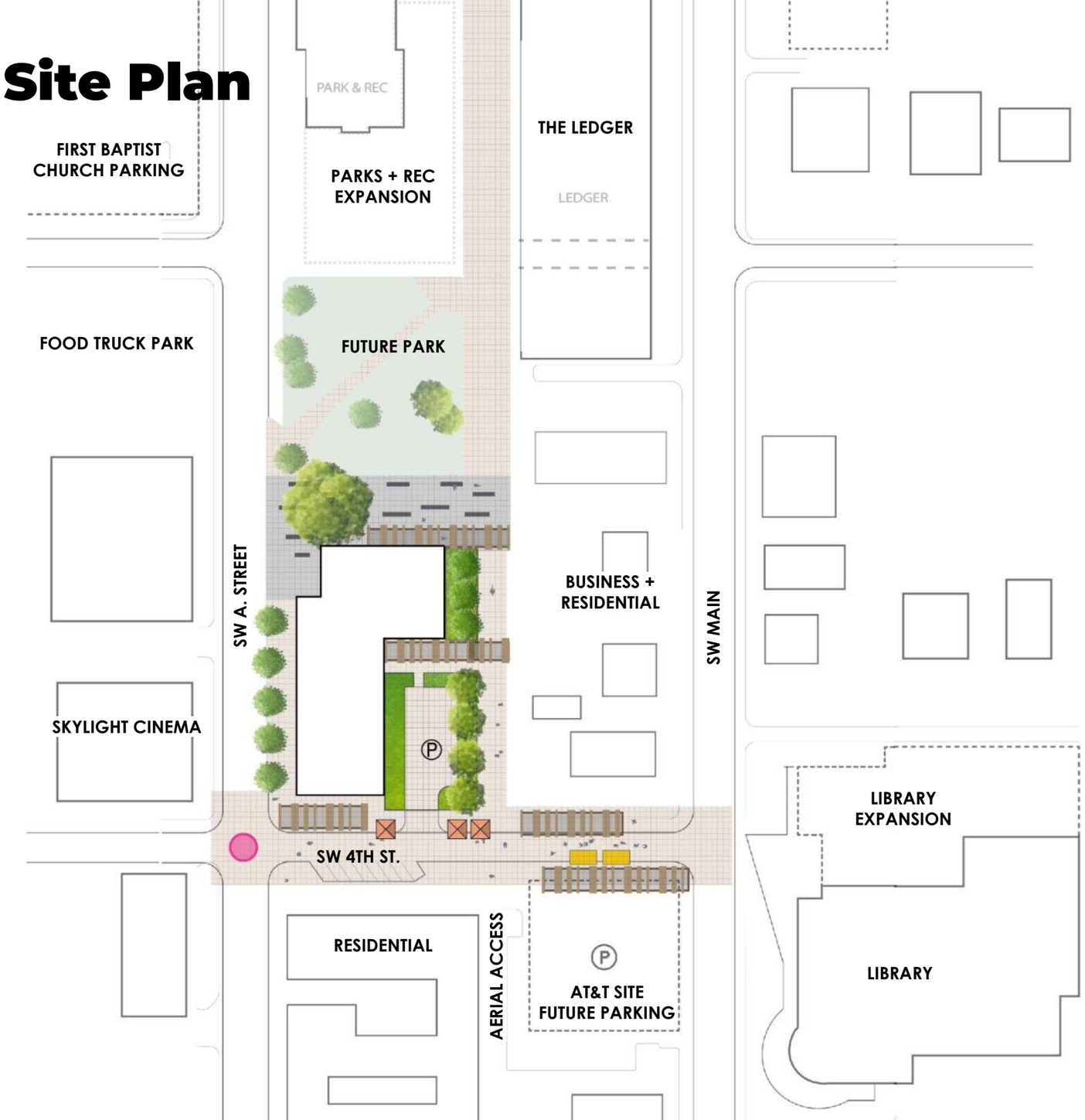
One-Stop-Shop

Conceptual Approach

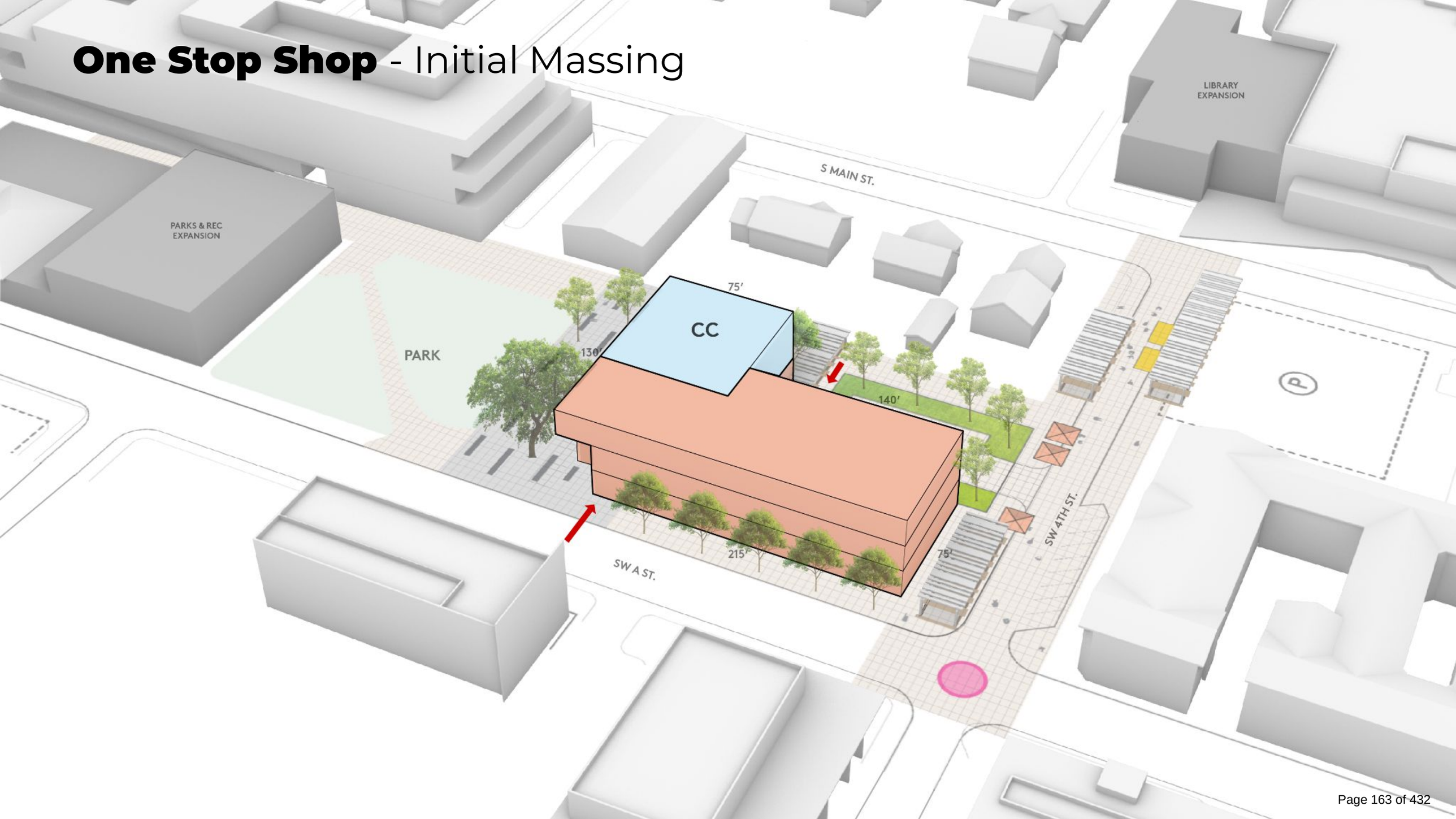
Bentonville Past, Present & Future



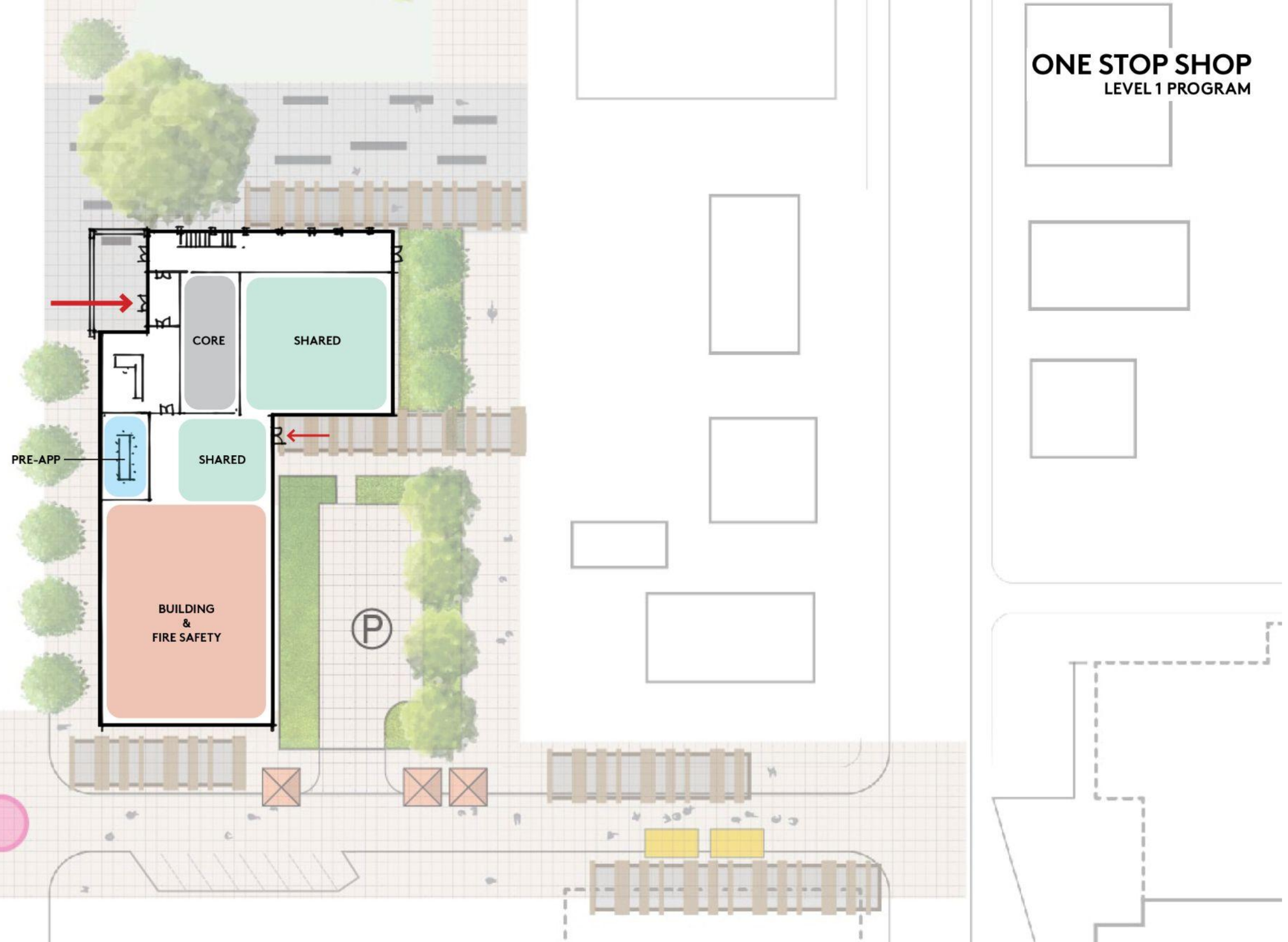
Site Plan


PARK & REC
THE LEDGER
FIRST BAPTIST CHURCH PARKING
PARKS + REC EXPANSION
LEDGER
FOOD TRUCK PARK
FUTURE PARK
SW A. STREET
BUSINESS + RESIDENTIAL
SW MAIN
SKYLIGHT CINEMA
LIBRARY EXPANSION
SW 4TH ST.
RESIDENTIAL
AERIAL ACCESS
AT&T SITE FUTURE PARKING
LIBRARY

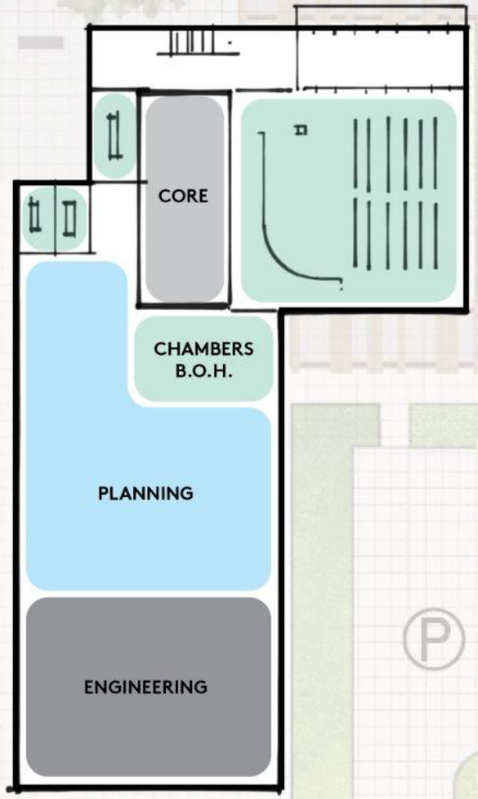
One Stop Shop - Initial Massing



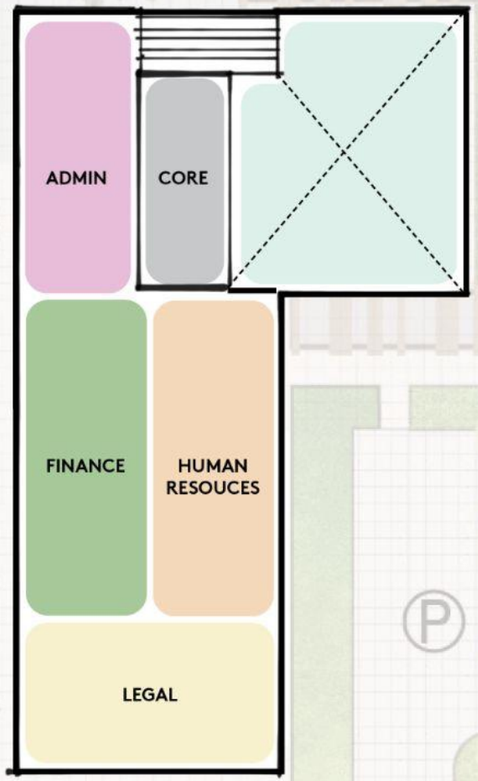
ONE STOP SHOP
LEVEL 1 PROGRAM

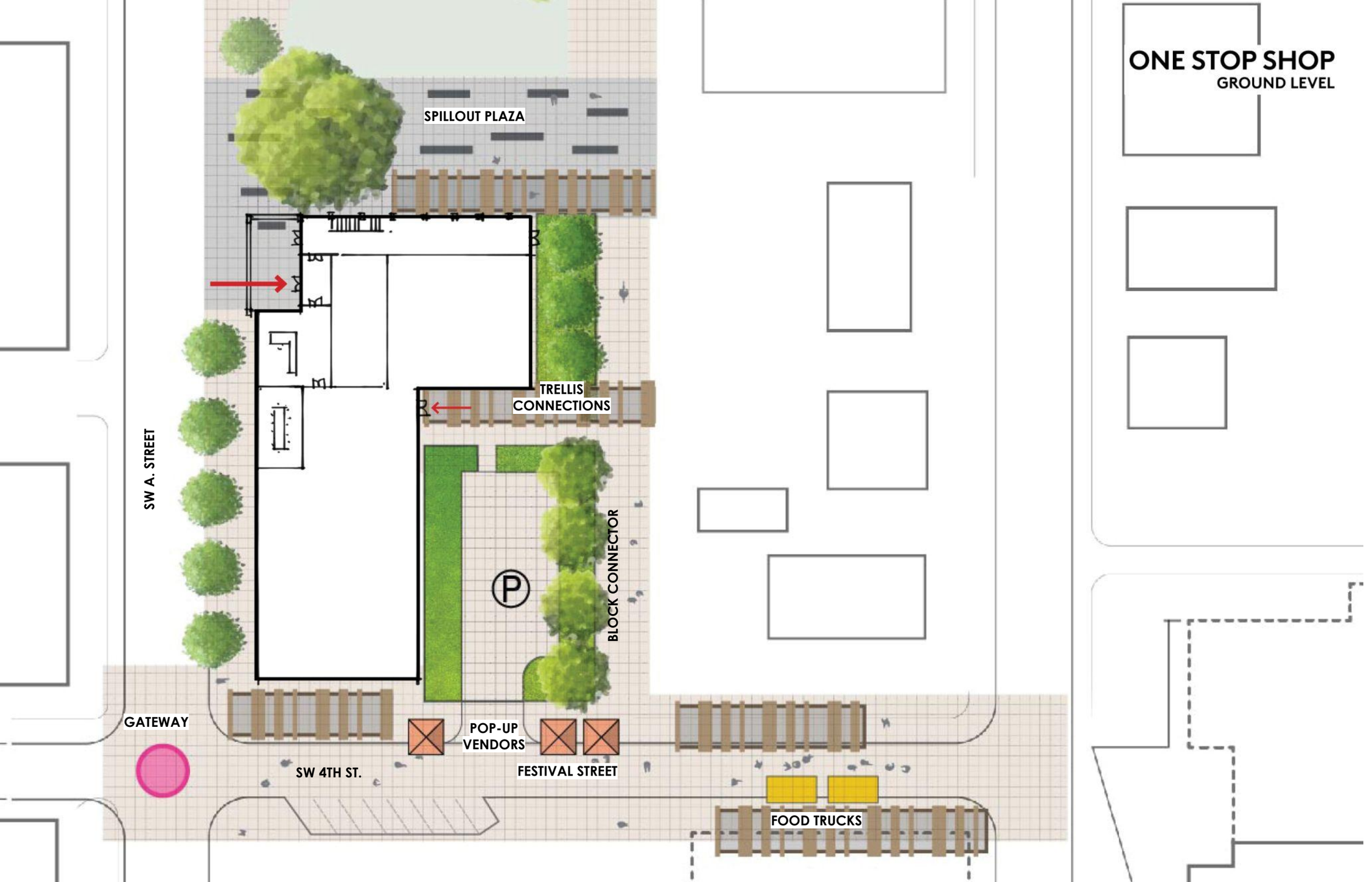


ONE STOP SHOP
LEVEL 2 PROGRAM



ONE STOP SHOP
LEVEL 3 PROGRAM




SPILLOUT PLAZA
TRELLIS CONNECTIONS
SW A. STREET
BLOCK CONNECTOR
GATEWAY
POP-UP VENDORS
SW 4TH ST.
FESTIVAL STREET
FOOD TRUCKS
ONE STOP SHOP
GROUND LEVEL

Festival Street/Walk Street

CONCEPT OPPORTUNITIES

- Celebrates **Civic Pride, Visual and Performing Arts Culture, Cuisine, Bike Culture, Connection to Outdoors**
- **Gateway intersection celebrating Civic Pride**
  Walkstreet anchored by intersection ‘Gateway’
- Food Trucks, Vendors, Performances and Celebration
- Walkstreet connects buildings to parking and the Library
- Maintain intermittent vehicular traffic and always maintain Emergency Vehicle access









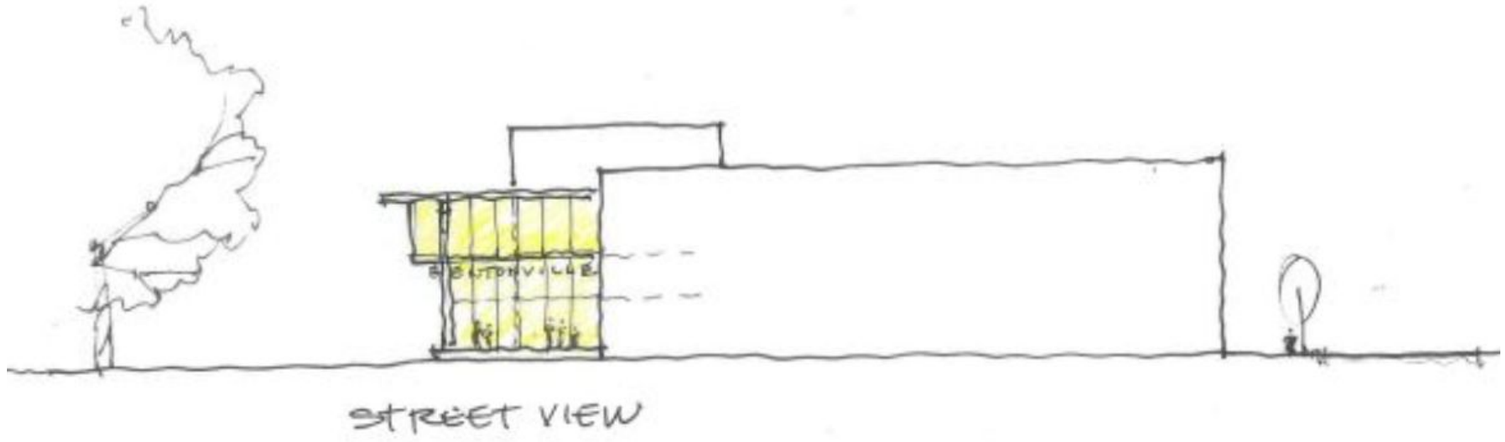


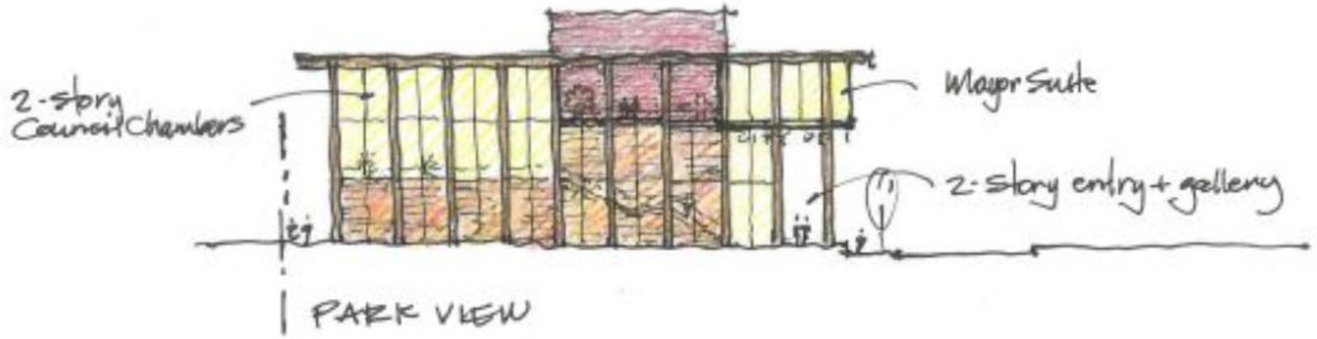


One Stop Shop - Sketch Elevations

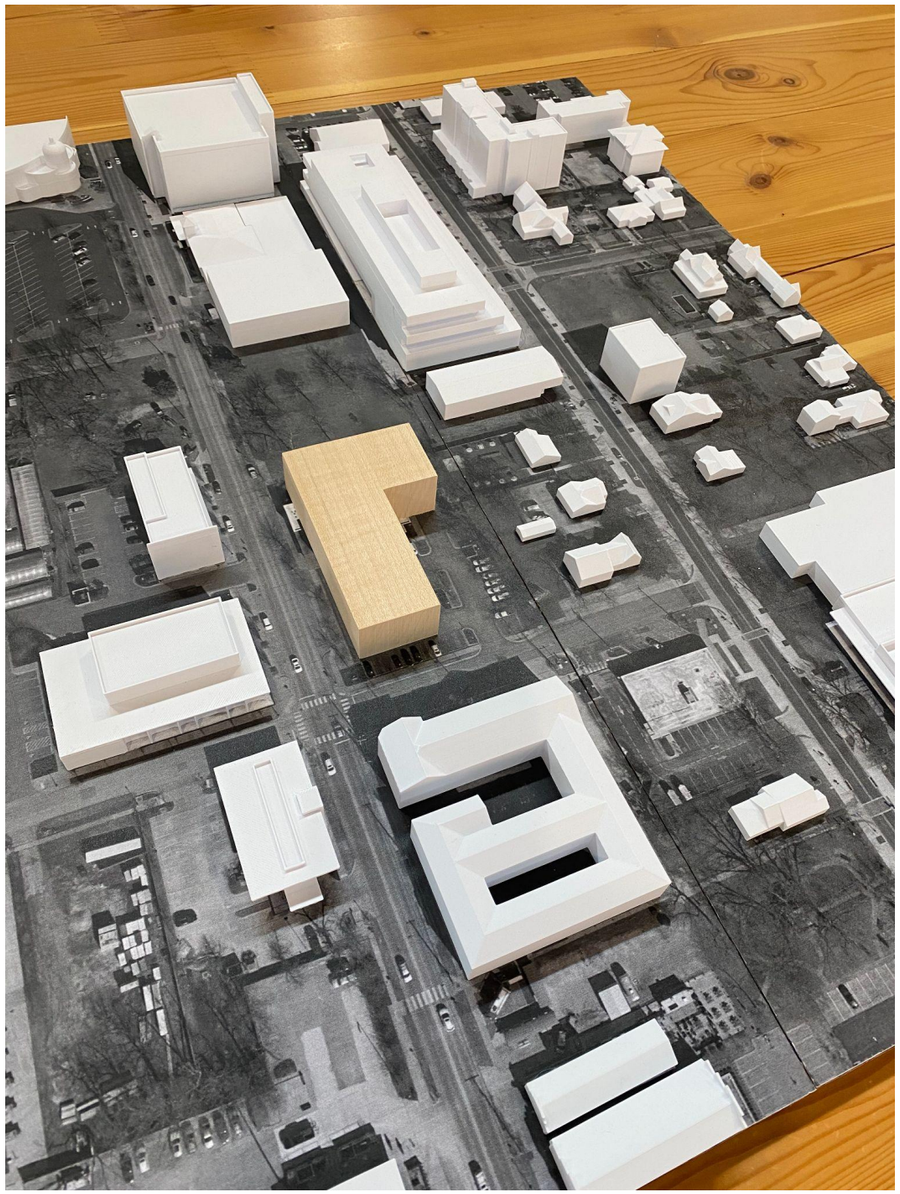






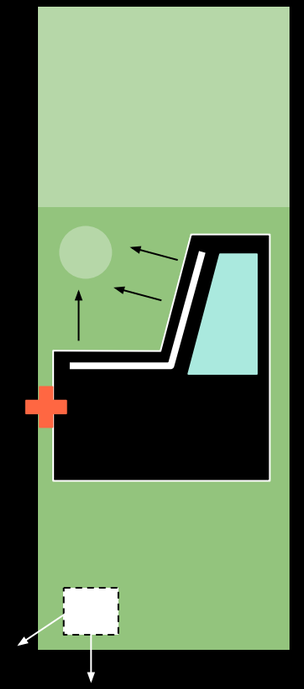


One Stop Shop - Model View

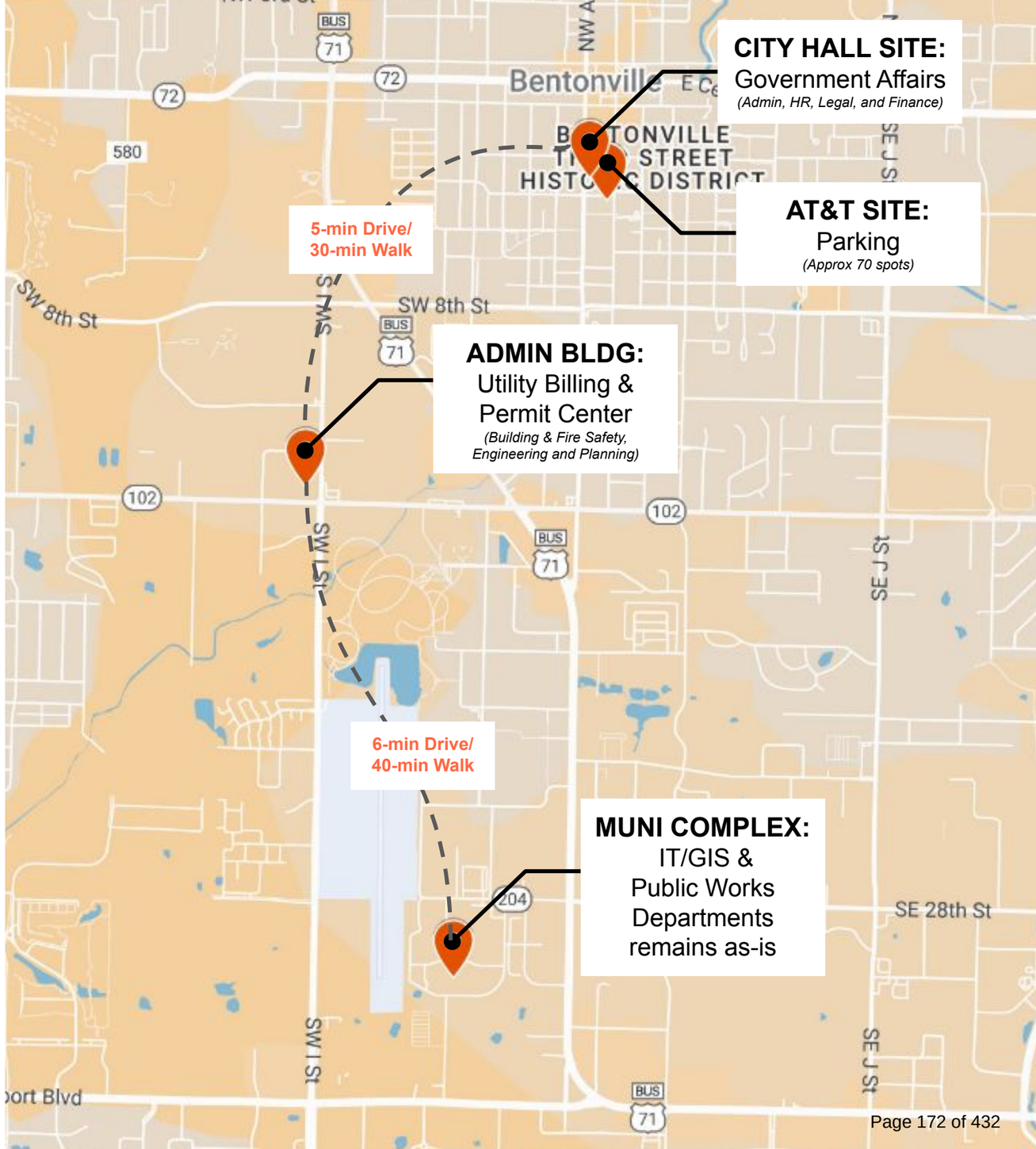




Building in the Park



Program Diagrams - **Building in the Park**





Building in the Park

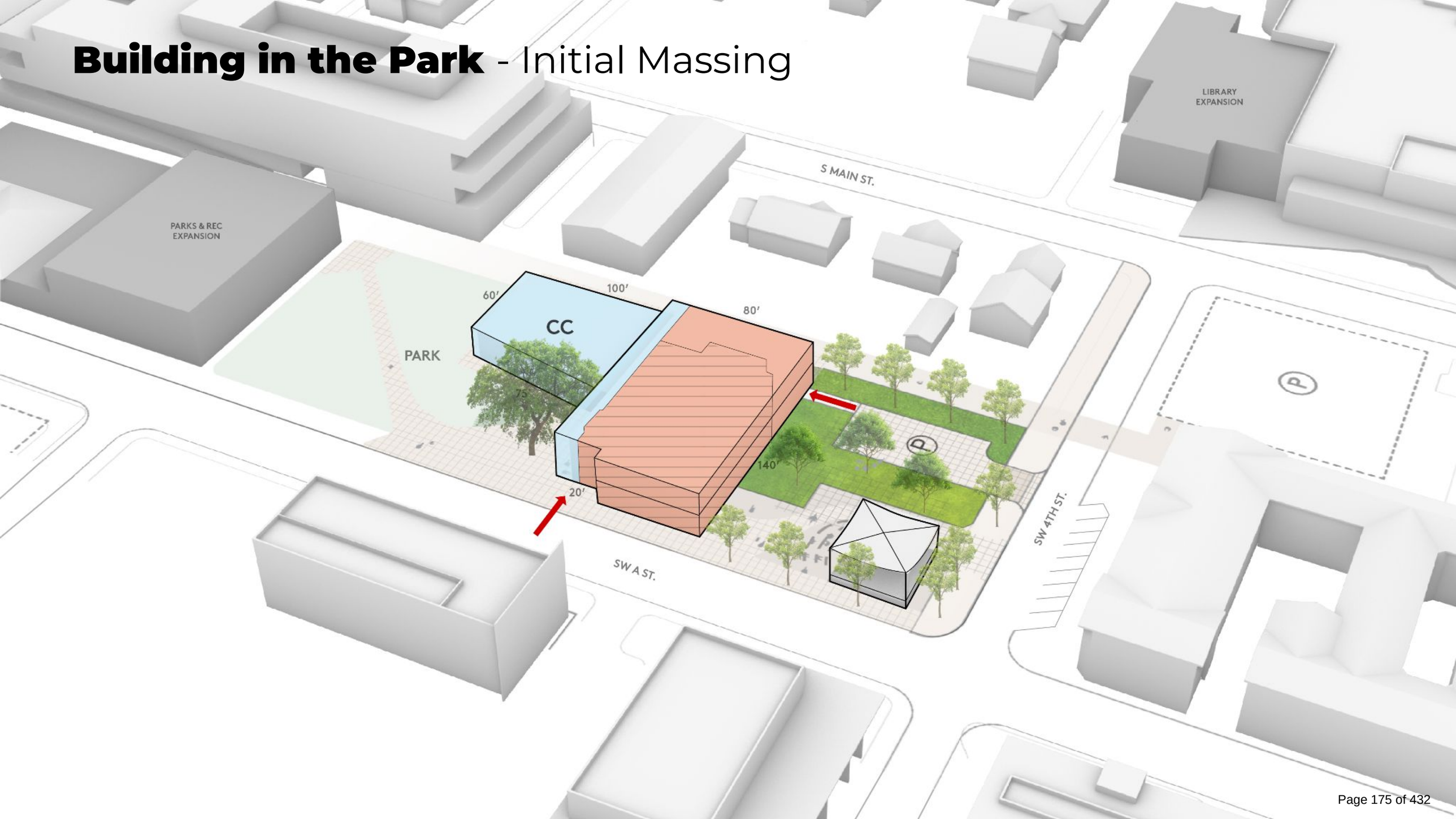
Conceptual Approach

Visibility of Civic Pride

Site Plan

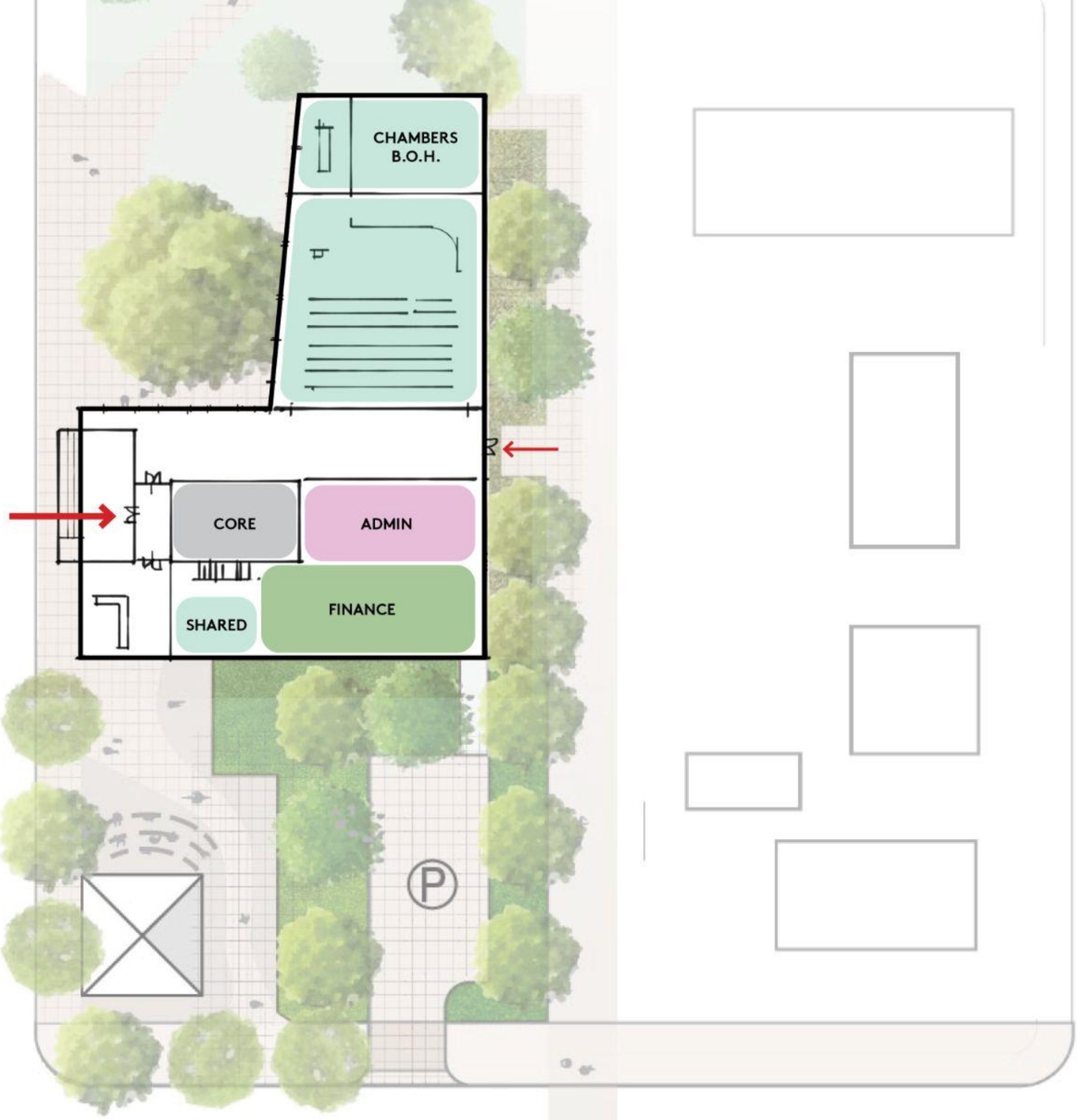

FIRST BAPTIST CHURCH PARKING
PARKS + REC EXPANSION
THE LEDGER
FOOD TRUCK PARK
FUTURE PARK
SW A. STREET
BUSINESS + RESIDENTIAL
SW MAIN
SKYLIGHT CINEMA
SW 4TH ST.
LIBRARY EXPANSION
LIBRARY
RESIDENTIAL
AT&T SITE FUTURE PARKING

Building in the Park - Initial Massing

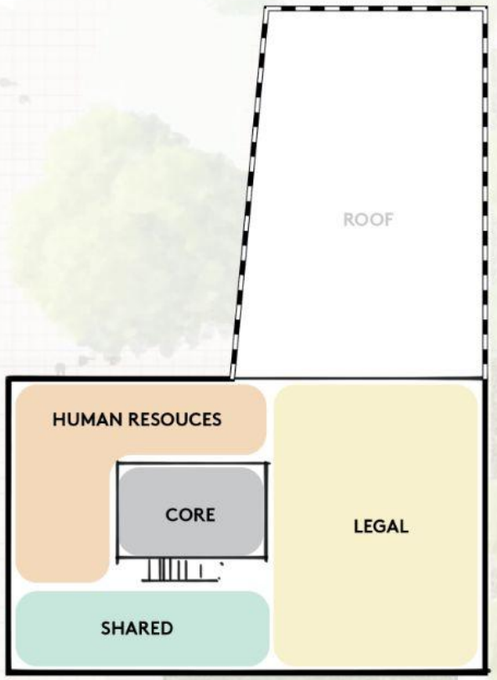


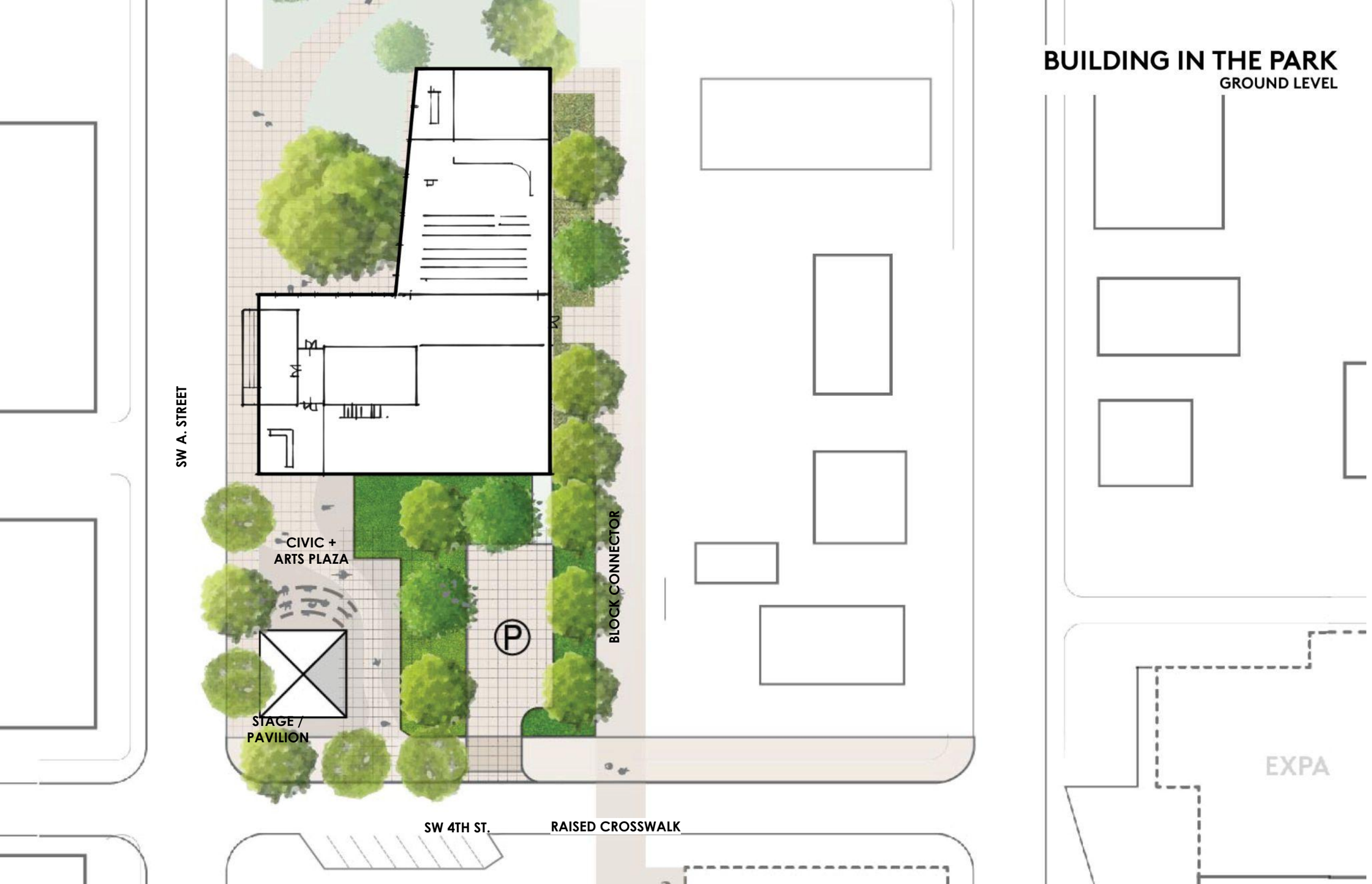
BUILDING IN THE PARK

LEVEL 1 PROGRAM



BUILDING IN THE PARK
LEVEL 2 PROGRAM




BUILDING IN THE PARK
GROUND LEVEL
SW A. STREET
CIVIC +
ARTS PLAZA
BLOCK CONNECTOR
STAGE /
PAVILION
SW 4TH ST.
RAISED CROSSWALK
EXPA

Civic Pavilion/Stage

CONCEPT OPPORTUNITIES

- Celebrates **Civic Pride, Performing Arts, Connection to Outdoors**
- **Pavilion/Stage** provides multi-benefits of meeting and performance space and sheltered gathering area
- ‘Holds’ and anchors the corner of A Street and 4th
- Civic Park and Active Park experiences complement each other









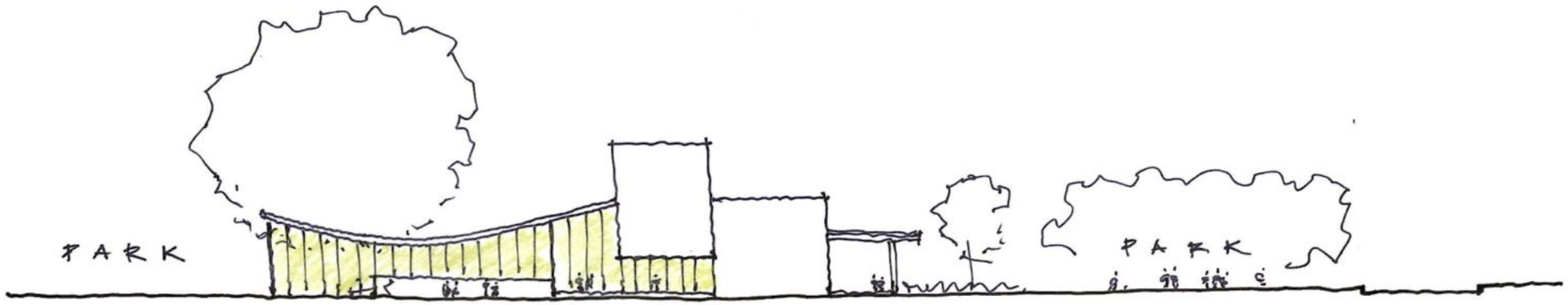


Building in the Park - Sketch Elevations

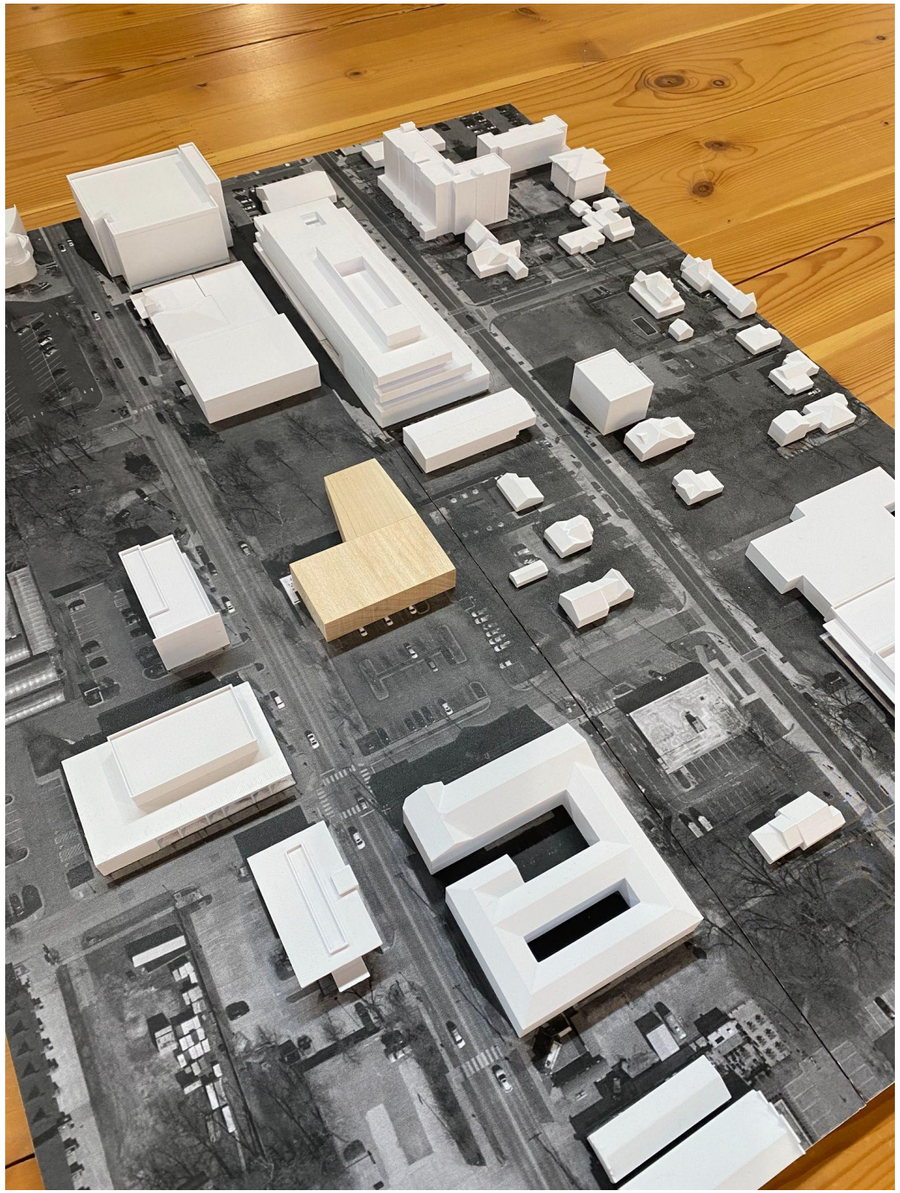






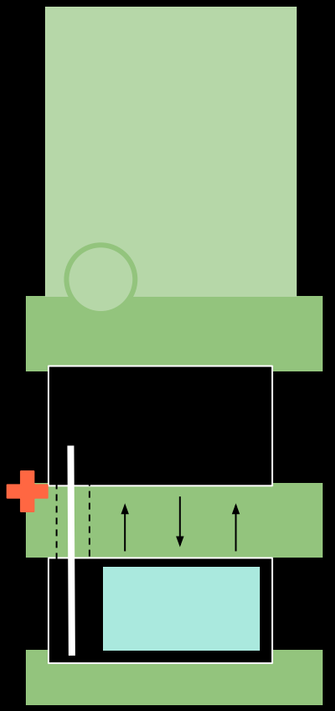


Building in the Park - Model View

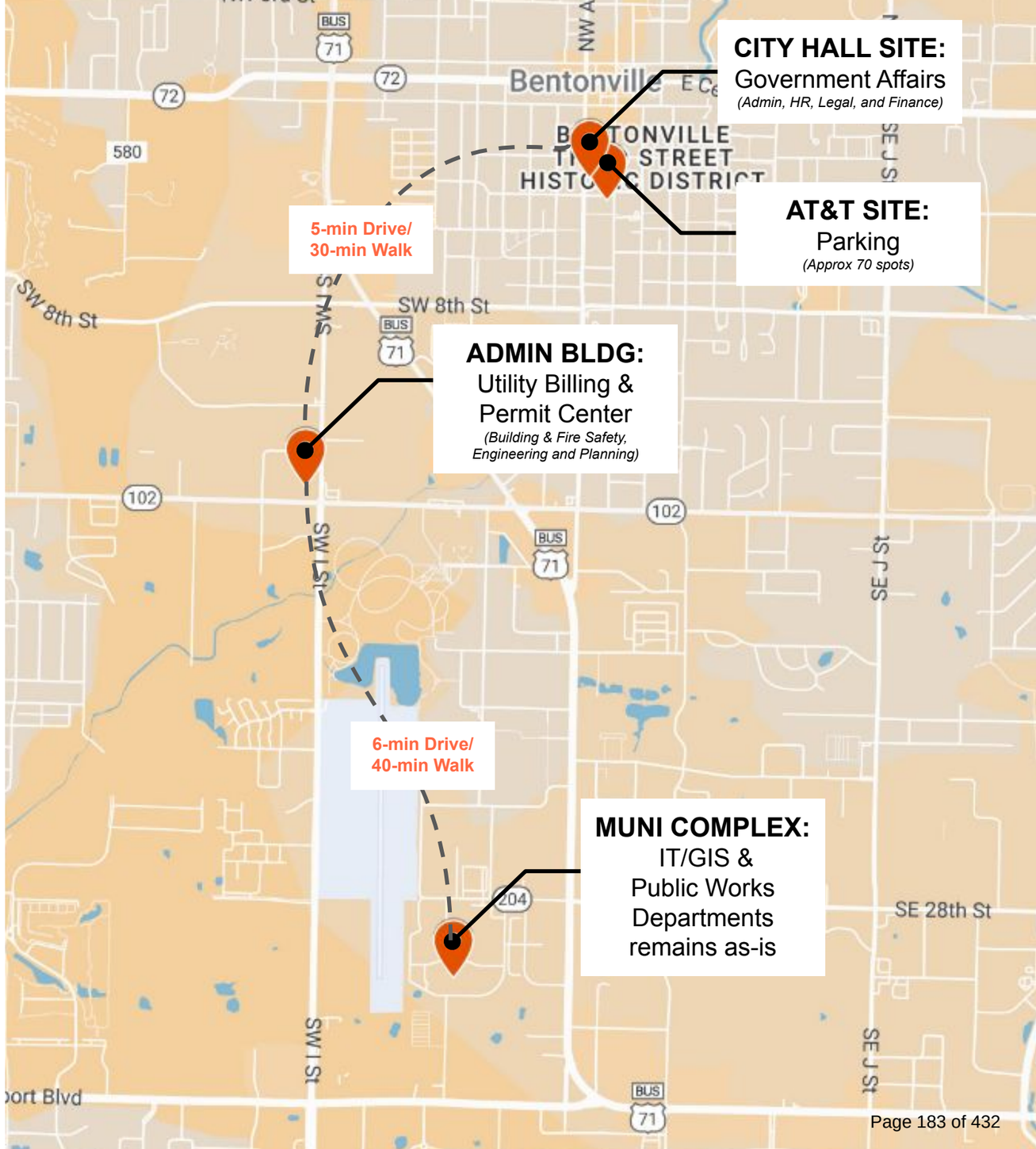




Courtyard



Program Diagrams - **Courtyard**





Courtyard

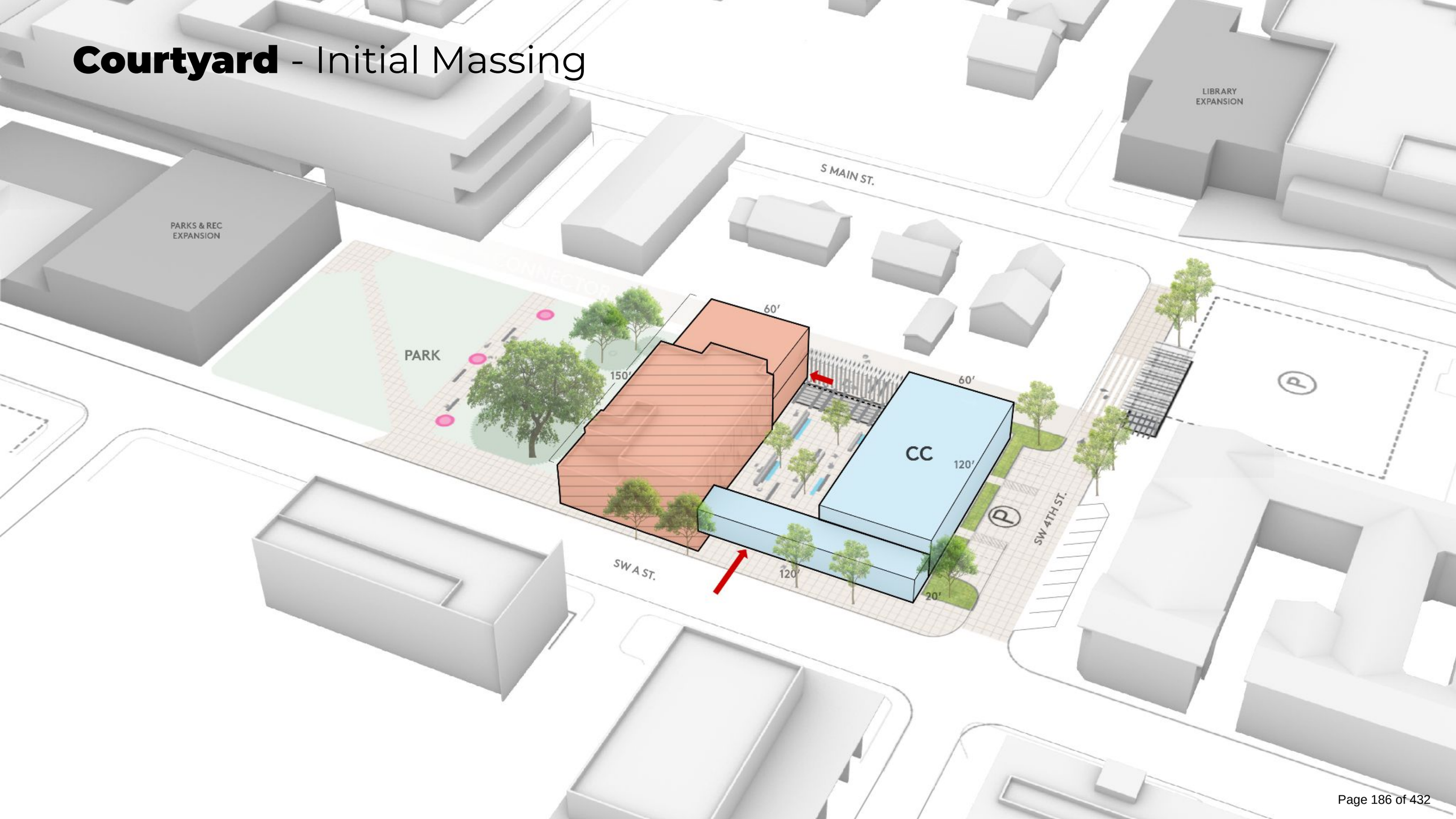
Conceptual Approach

Connection to Natural Ecology

Site Plan


FIRST BAPTIST CHURCH PARKING
PARKS + REC EXPANSION
THE LEDGER
FOOD TRUCK PARK
FUTURE PARK
SW A. STREET
BUSINESS + RESIDENTIAL
SW MAIN
SKYLIGHT CINEMA
SW 4TH ST.
LIBRARY EXPANSION
RESIDENTIAL
AT&T SITE FUTURE PARKING
LIBRARY

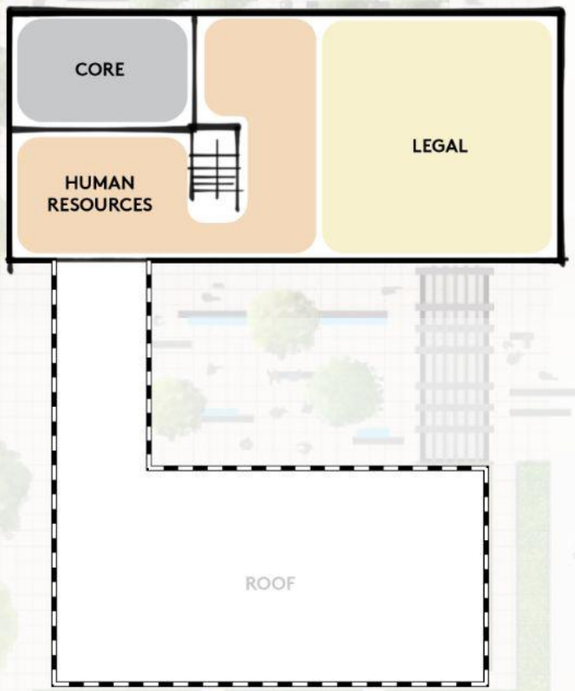
Courtyard - Initial Massing

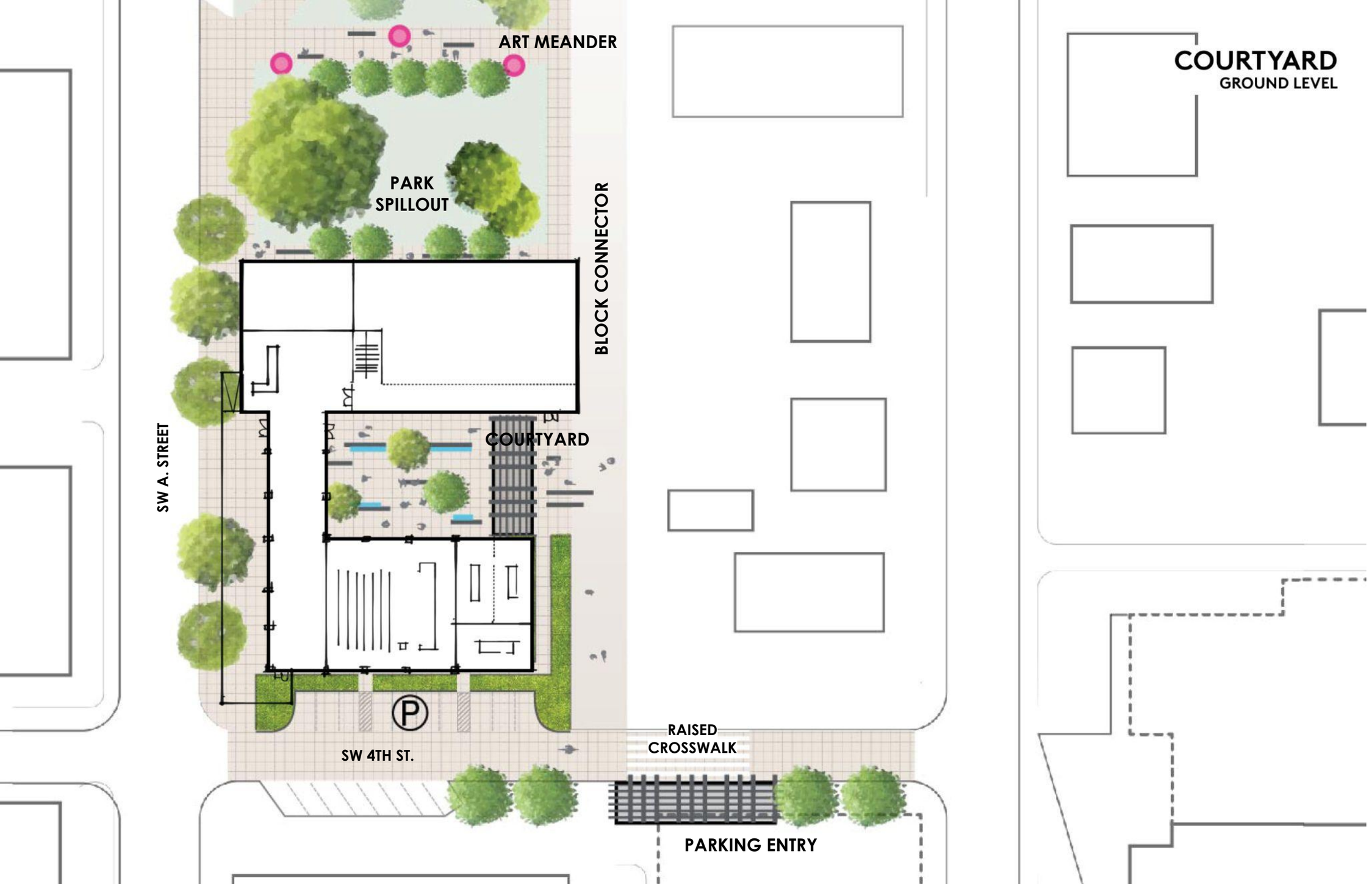


COURTYARD
LEVEL 1 PROGRAM



COURTYARD
LEVEL 2 PROGRAM




ART MEANDER
PARK
SPILLOUT
BLOCK CONNECTOR
SW A. STREET
COURTYARD
SW 4TH ST.
RAISED
CROSSWALK
PARKING ENTRY
COURTYARD
GROUND LEVEL

Courtyard

CONCEPT OPPORTUNITIES

- Celebrates **Regional Ecology and Sustainability, Connection to Outdoors**

- Protected space to gather before and after meetings/hearings

- Opportunities for water features and native planting, interactive green technology demonstration









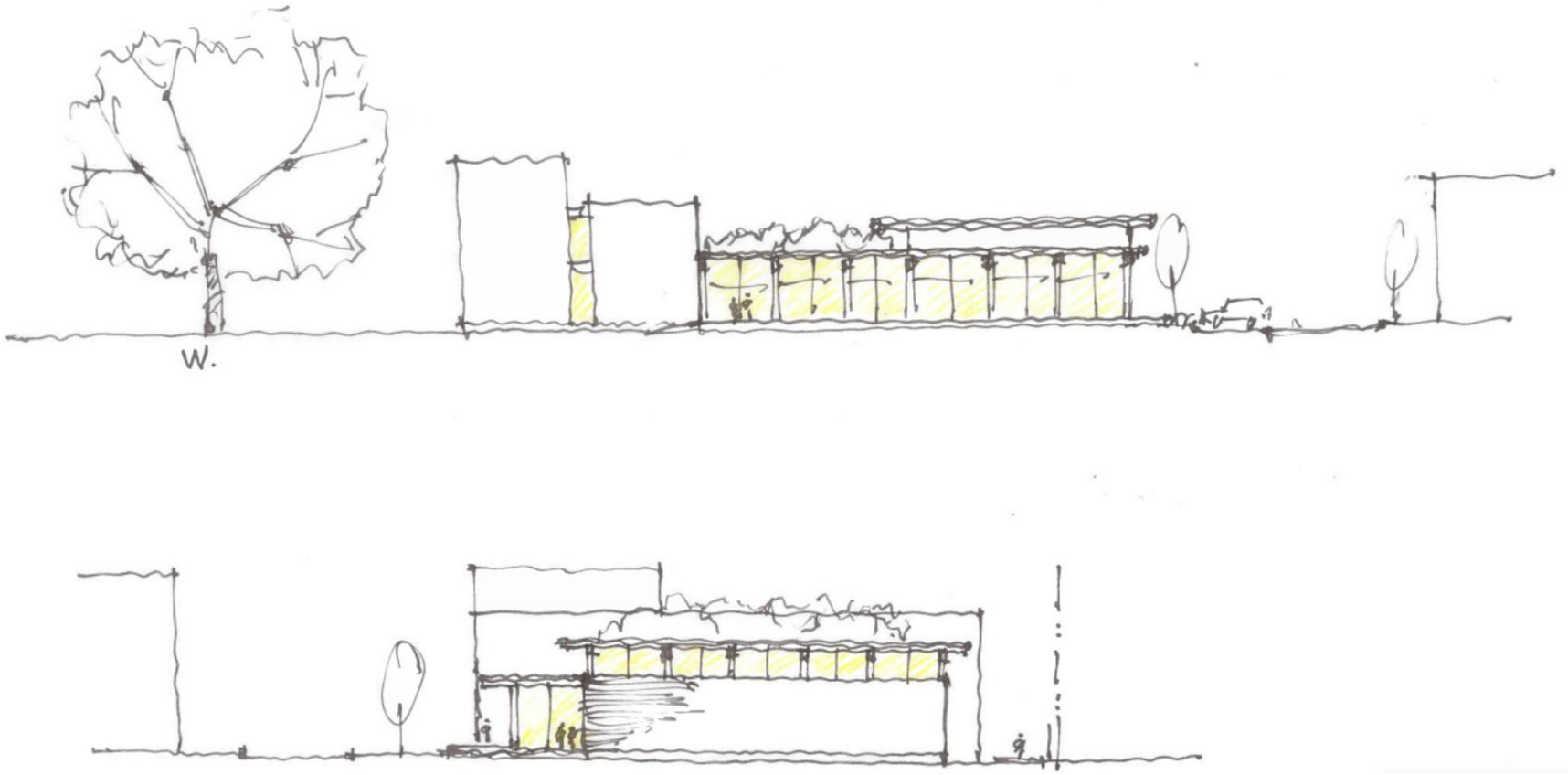


Courtyard - Sketch Elevations







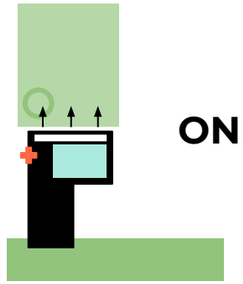


Courtyard - Model View





Summary - Pro's and Con's



ONE STOP SHOP

PROS:

- Government Affairs and Permit Center all on Downtown Site for Citizens
- Possibility of using Administration Building for future expansion or short/long term income to offset project cost
- Gateway and active street create sense of arrival
- On site, secure parking

CONS:

- Higher first cost (construction)
- Most difficult to utilize existing building structure effectively
- Less open space dedicated to City Hall site



BUILDING IN THE PARK

PROS:

- Allows for active outdoor public space at downtown corner
- Spill out from Council Chambers connects directly to the park
- Lower first cost
- On site, secure parking

CONS:

- Permit Center at Administration Building may result in compromised layout and limited growth
- Government Affairs is split between two floors
- Council Chambers adjacent to more parks & rec focused active park (possible pickleball, etc.)



COURTYARD

PROS:

- Urban Design response at the corner is best of all schemes
- Private courtyard provides opportunities for passive use by staff, and secure spill out from Council Chambers
- Simplest expansion of the existing City Hall building
- Lower first cost

CONS:

- Permit Center at Administration Building may result in compromised layout and limited growth
- Government Affairs is split between two floors
- No secure parking (variance would be needed for head in parking), secure parking section at AT&T site

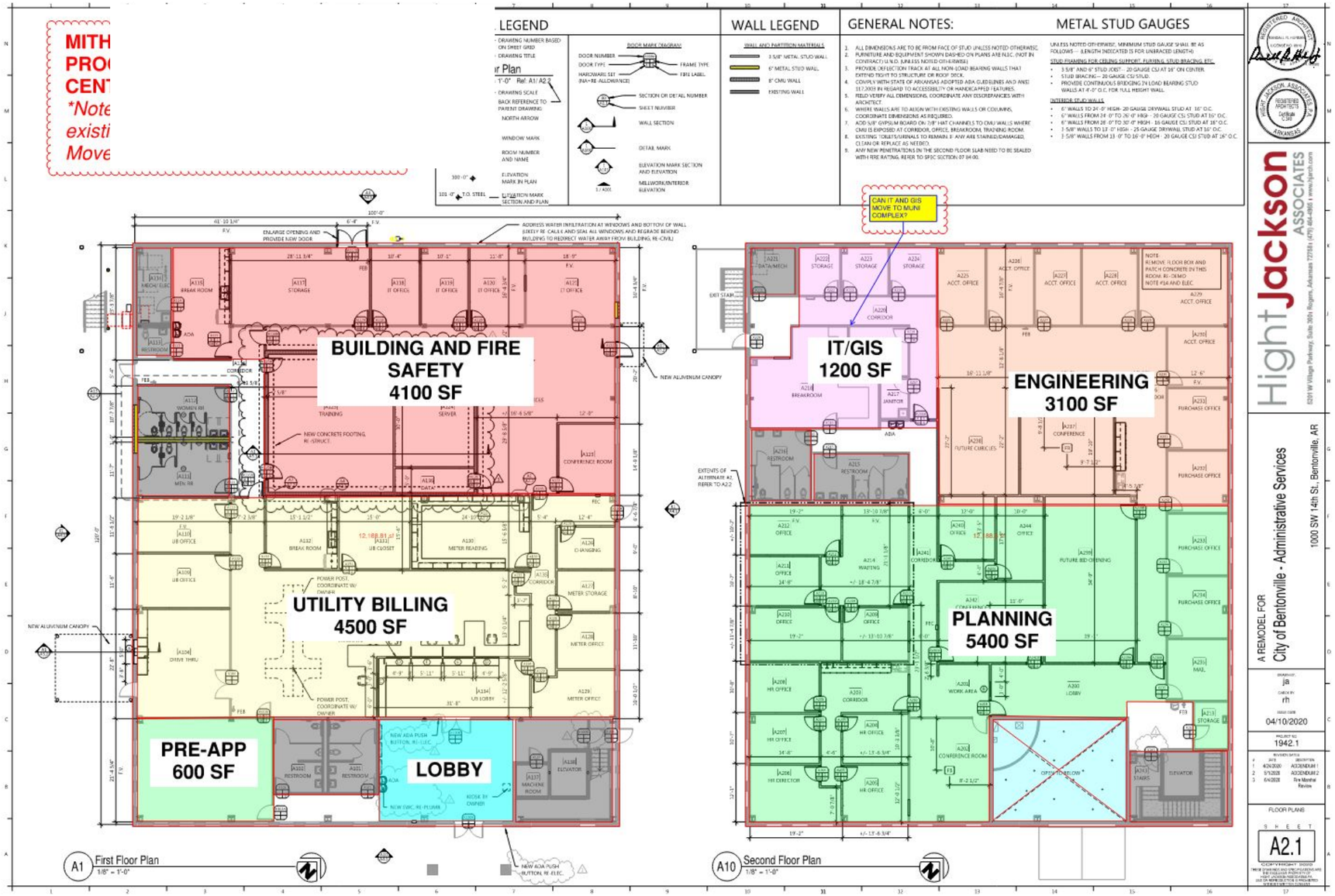
Thank you —

Appendix

Admin Building Scenarios

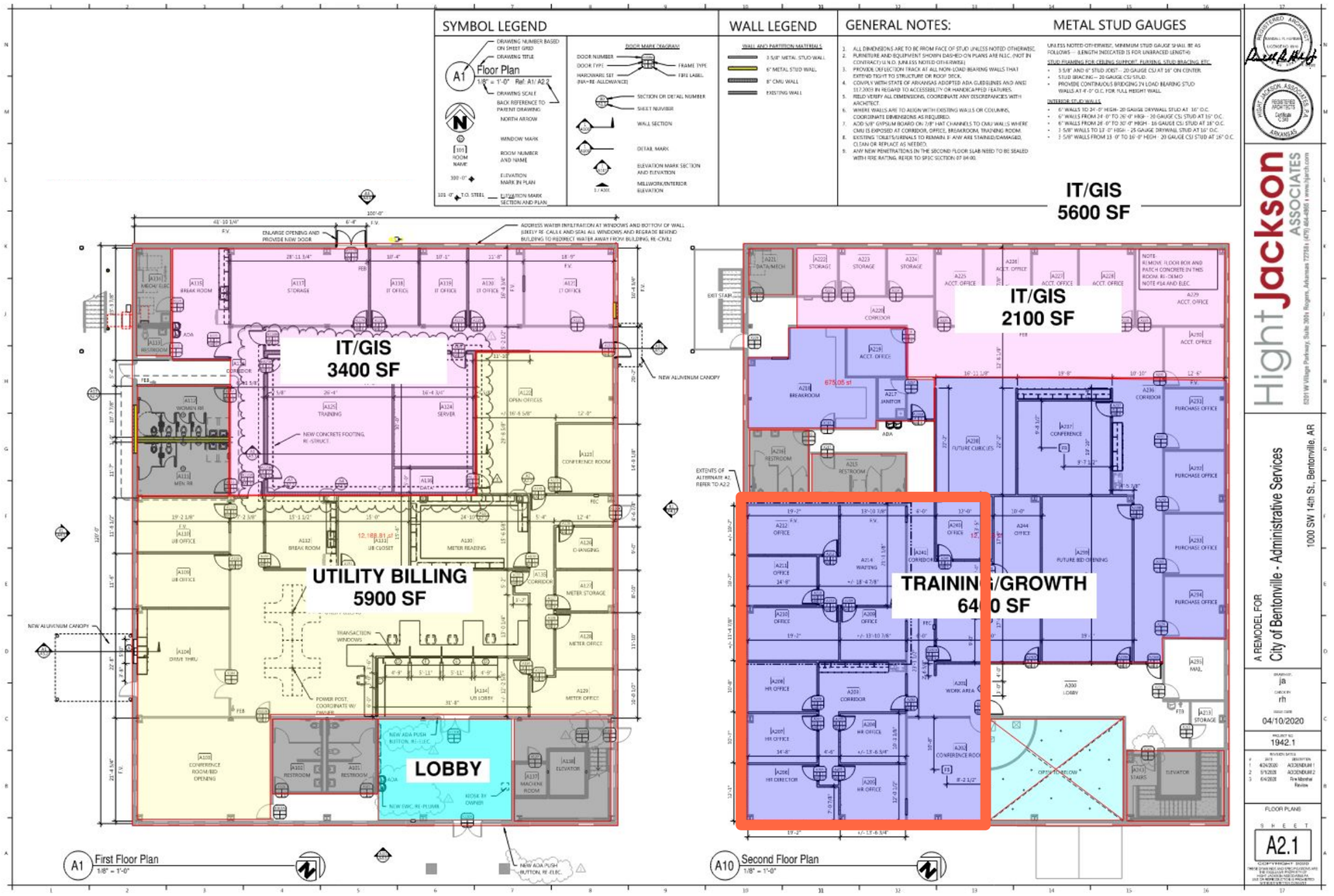
Admin Building - Permit Center

Does not meet 5-year growth projections for all departments, Consider IT/GIS at Municipal Complex to fit Permit Center.



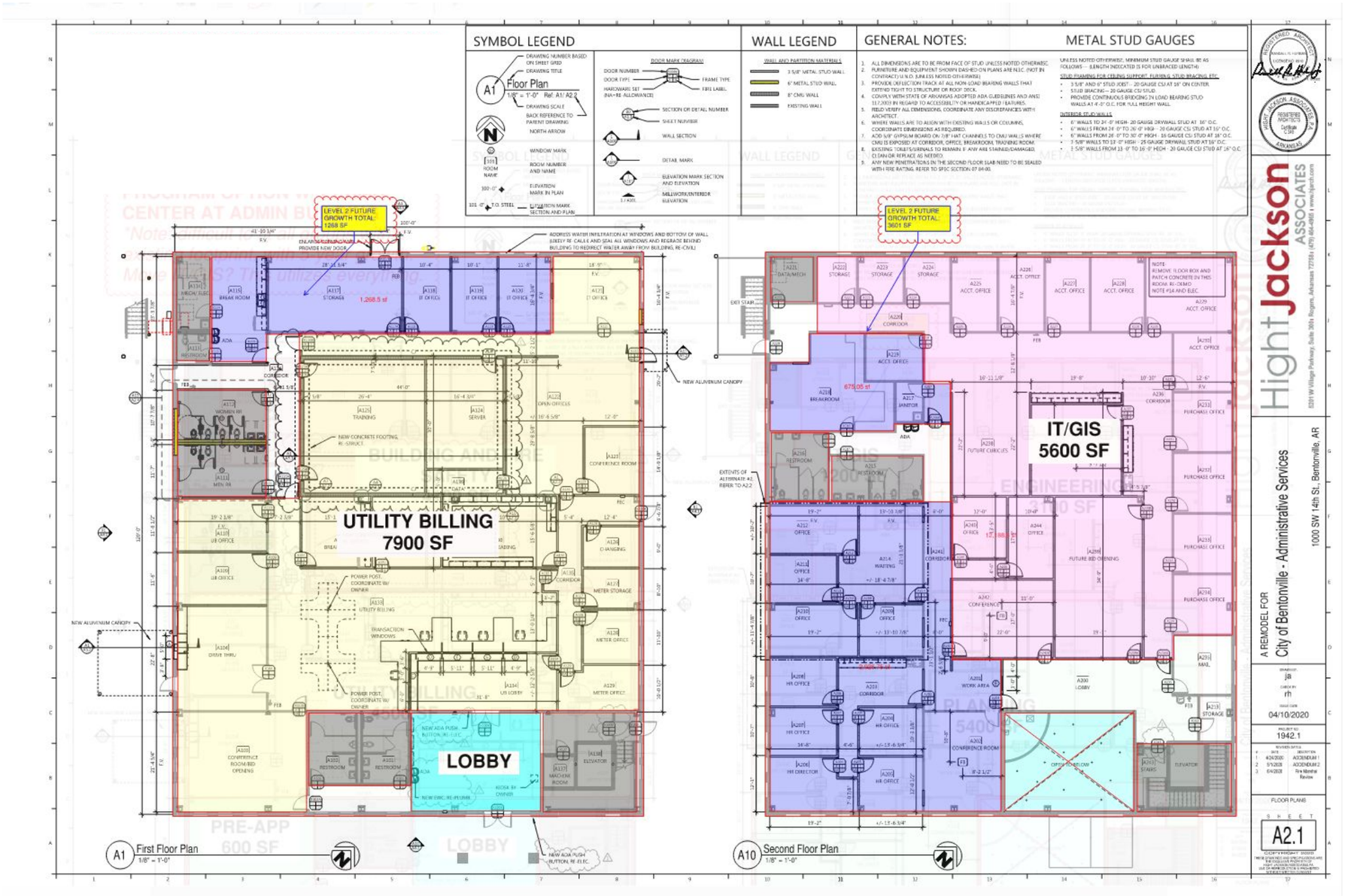
Admin Building - One Stop Shop (short term growth)

Meets 5-year growth projections, utilizes a training space in the short term, and allows for 20-year growth of departments shown.



Admin Building - One Stop Shop (long term growth)

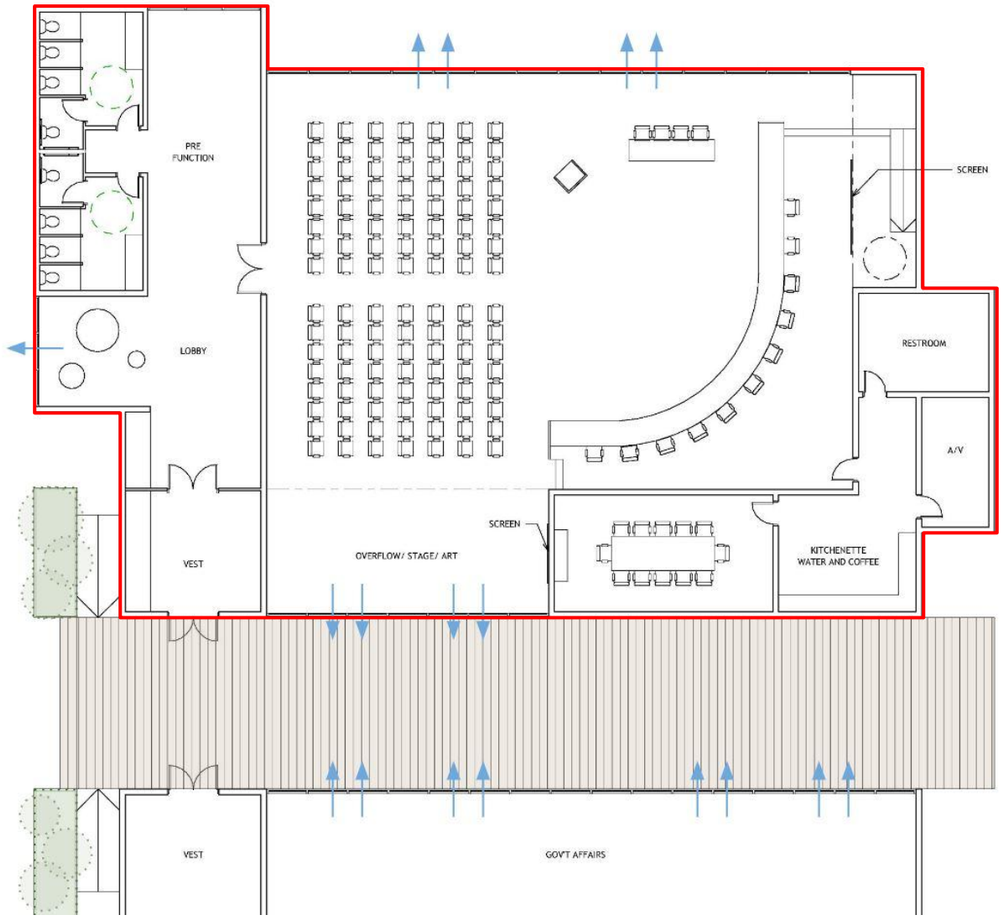
Meets 20-year growth projections, with a small amount of expansion space for other groups or larger than projected growth.

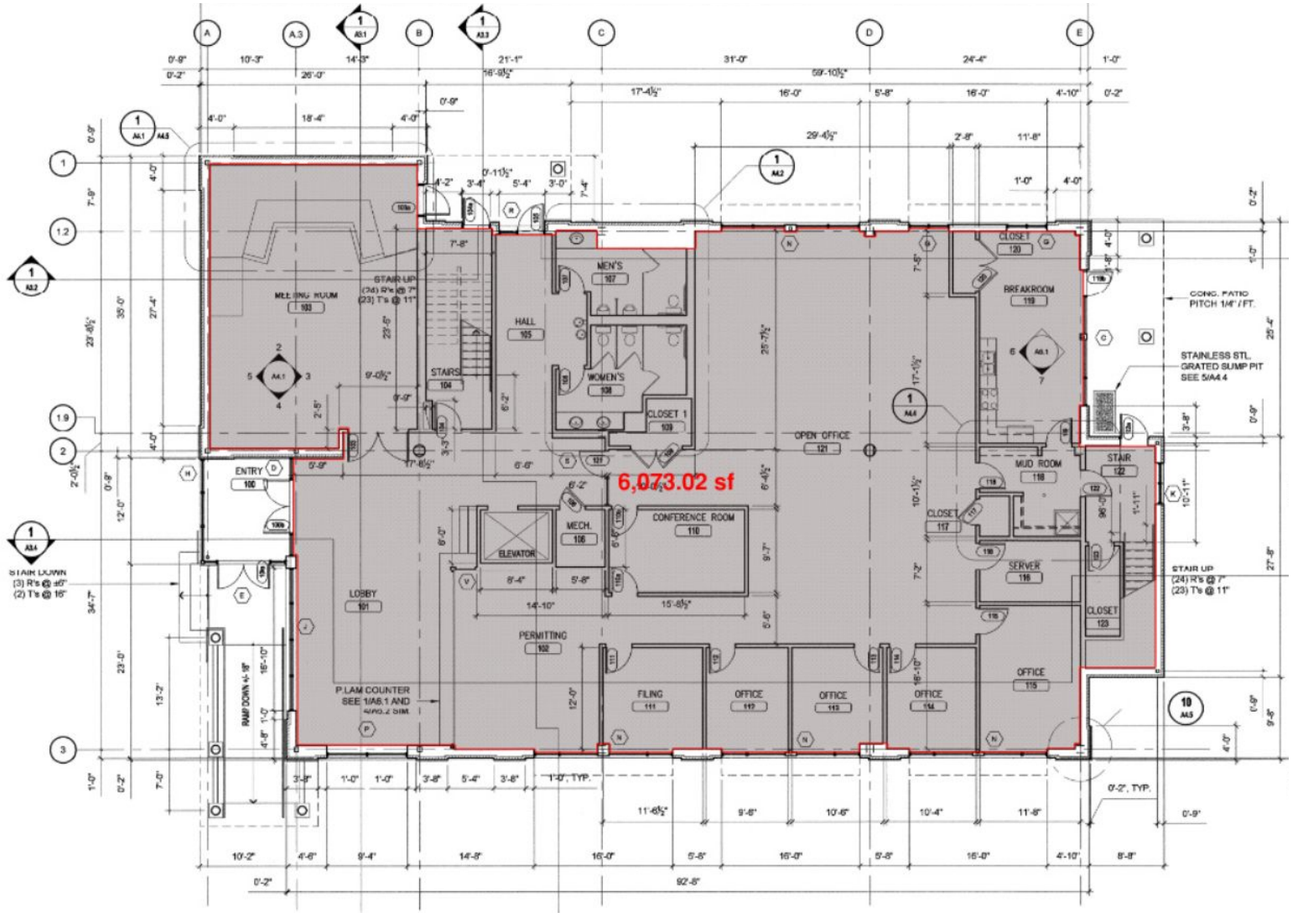


Admin Building - Site



Campus - Reimagined Existing City Hall





Parking Analysis - Site

POTENTIAL SURFACE PARKING

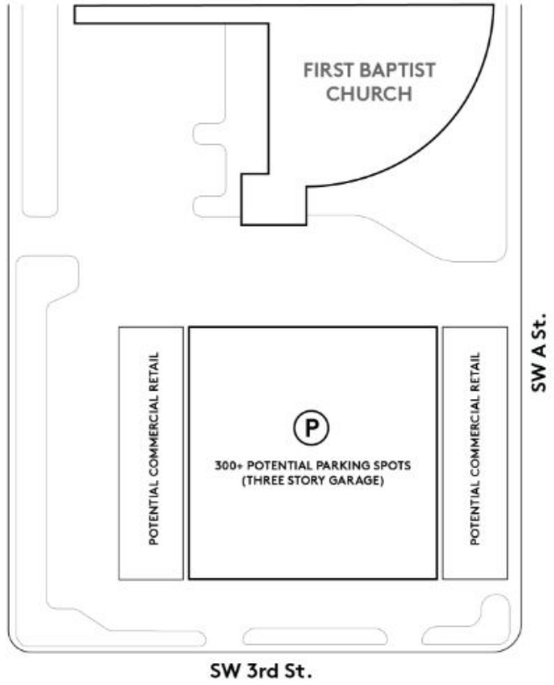
The First Baptist Church may pose an opportunity for shared spaces during the weekday work hours and would add 145 spaces to that total.

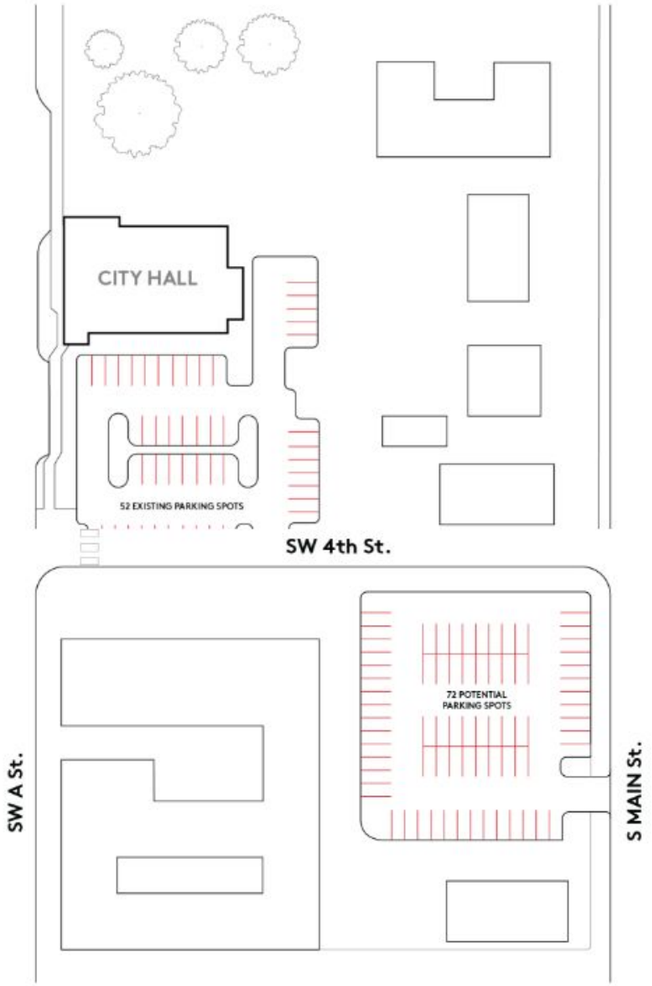
The site that currently contains the AT&T Building has the potential to add 44 spaces at full capacity (totaling 72 spaces at that location)

The City Hall lot contains 52 spaces, but this could be reduced by expansion and be offset by the other parking areas.

POTENTIAL STRUCTURED PARKING

Potential structured parking within a walking distance of 2-5 minutes could include a newly developed partnership with the First Baptist Church that would add 300 parking spaces.





POTENTIAL PARKING AT AT&T

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	6/24/2025	**Submitted By:**	Tyler Overstreet
Phone:	(479) 271-3144	**For Department(s):**	Planning
Email:	overstreet@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:	Reappointment of Eric Hipp to the Planning Commission
Action Recommendation & Justification:	Reappointment of Eric Hipp to the Bentonville Planning Commission effective July 1, 2025 to a five-year term that expires on July 1, 2030. This will be Mr. Hipp's second term.
Additional Comments for Consideration (Optional):	
Amount for Approval:	$

Budget Impact

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

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

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

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

Budget Impact Notes for Consideration (Optional):

MEMO

To: City Council Members and City Clerk
From: Stephanie Orman, Mayor
CC Date: June 24, 2025
Re: Appointment of Eric Hipp to the Planning Commission

Pursuant to selection committee input, I recommend Eric Hipp for reappointment to the City of Bentonville's Planning Commission. Eric has been an invaluable member of the Planning Commission in the last five years, and his experience will be key as we enter Phase 2 as Plan Bentonville. This will be Commissioner Hipp's second term.

Stephanie Orman, Mayor

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	6/24/2025	**Submitted By:**	Tyler Overstreet
Phone:	(479) 271-3144	**For Department(s):**	Planning
Email:	overstreet@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:	Reappointment of Reginald "Reggie" Wright to the Planning Commission
Action Recommendation & Justification:	Reappointment of Reginald Wright to the Bentonville Planning Commission effective July 1, 2025 to a five-year term that expires on July 1, 2030. This will be Mr. Wright's second term.
Additional Comments for Consideration (Optional):	
Amount for Approval:	$

Budget Impact

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

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

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

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

Budget Impact Notes for Consideration (Optional):

MEMO

To: City Council Members and City Clerk
From: Stephanie Orman, Mayor
CC Date: June 24, 2025
Re: Appointment of Reginald Wright to the Planning Commission

Pursuant to selection committee input, I recommend Reginald (Reggie) Wright for reappointment to the City of Bentonville's Planning Commission. Reggie has been an invaluable member of the Planning Commission in the last five years, including a term as Planning Commission Chairman, and his experience will be key as we enter Phase 2 as Plan Bentonville. This will be Commissioner Wright's second term.

Stephanie Orman, Mayor

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	6/24/2025	**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 Award Bid IFB-25-01-P Street Trail to NEC, Inc.
Action Recommendation & Justification:	Resolution to award bid IFB 25-01-P Street Trail to NEC, Inc. in the amount of $602,299.85, for trail construction on the Razorback Greenway Trail from Bentonville High School to 14th Street. A budget adjustment is needed to appropriate grant funds.
Additional Comments for Consideration (Optional):	NEC, Inc. was the lowest qualified bidder. ARDOT awarded an 80/20 matching grant for $500,000.00. Parks has budgeted $250,000.00 for this project in its 2025 budget. This construction provides a safer route for citizens using this portion of the trail.
Amount for Approval:	$ 602,299.85

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
105030-33110	Federal Direct Grant	$	$ 500,000.00
105030-47390	Improv Other than Bldg/Proj	$ 461,007.24	$
		$	$
		$	$

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

Budget Impact Notes for Consideration (Optional):

Memo

To:	City Council Members and Mayor Orman
From:	Josh Stacey, Parks and Recreation Deputy Director
CC:	David Wright, Parks and Recreation Director
Date:	June 5, 2025
Re:	Resolution to Award IFB – 25-01 for Construction of the Razorback Greenway Trail from BHS to 14th Street.

Parks and Recreation staff requests City Council approval of a bid award IFB 25-01 and authorizing the Mayor and City Clerk to enter into an agreement with NEC, Inc. in the amount of $602,299.85, for trail construction on the Razorback Greenway Trail from Bentonville High School to 14th Street.

This section of the Razorback Greenway previously sent cyclists and pedestrians along P Street to connect to 14th Street. This caused users to cross an at-grade intersection that is pretty dangerous with a road design to move vehicles at high speeds. This new trail will keep users on a separate trail going behind the homes on P street and will connect to a new tunnel currently being constructed by the Trailblazers that will go under 14th street and connect to the new Walmart Campus. This is a much needed improvement to our trail system and will be a major enhancement once completed.

ARDOT has awarded the City a TAP grant up to $500,000 with an 80/20 match for this project. At this current bid, ARDOT will pay approximately $481,839 with the City paying $120,450. A budget adjustment is needed to recognize the ARDOT funds. Parks and Recreation's 2025 budget included $250,000 for this project.

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

Attachments:
NEC Bid Award
IFB-01 Bid Tabulation
ARDOT Concurrence Letter

CITY OF BENTONVILLE, ARKANSAS PURCHASING AND COMPLIANCE DEPARTMENT

FORMAL SEALED BID TABULATION

Date of Bid Opening:	4/3/2025	Time of Bid Opening:	1:30 PM	IFB-25-01

Solicitation Title: P Street Trail

			Bidders:	Milestone Construction Company		Diamond C Construction Co.		Grant Garrett Excavating		Tri-Star Contractors		NEC, Inc.	
Line Item	Estimated Quantity	Unit of Measure	Description	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	1	LS	Mobilization	$11,400.00	$11,400.00	$29,325.00	$29,325.00	$15,112.06	$15,112.06	$28,000.00	$28,000.00	$15,928.00	$15,928.00
2	1	LS	Construction Staking, Bonding and Insurance	$30,466.53	$30,466.53	$11,500.00	$11,500.00	$17,155.53	$17,155.53	$24,000.00	$24,000.00	$30,102.00	$30,102.00
3	1	LS	Detour Signs and Barracades	$5,666.80	$5,666.80	$7,475.00	$7,475.00	$10,999.02	$10,999.02	$5,000.00	$5,000.00	$6,157.00	$6,157.00
4	1	LS	Remove Woody Vegetation	$41,664.00	$41,664.00	$7,475.00	$7,475.00	$32,563.40	$32,563.40	$15,000.00	$15,000.00	$1,970.00	$1,970.00
5	1	LS	Vegetative Clearance	$1,240.00	$1,240.00	$5,750.00	$5,750.00	$4,221.18	$4,221.18	$10,000.00	$10,000.00	$23,839.00	$23,839.00
6	1	LS	Root Pruning	$620.00	$620.00	$7,475.00	$7,475.00	$12,548.67	$12,548.67	$10,000.00	$10,000.00	$7,116.00	$7,116.00
7	180	LF	Curb and Gutter Removal	$15.24	$2,743.20	$12.00	$2,160.00	$7.46	$1,342.80	$10.00	$1,800.00	$3.00	$540.00
8	278	SY	Concrete Removal	$23.91	$6,646.98	$94.64	$26,309.92	$10.15	$2,821.70	$5.00	$1,390.00	$16.50	$4,587.00
9	650	CY	Topsoil Removal	$29.67	$19,285.50	$8.00	$5,200.00	$19.15	$12,447.50	$10.00	$6,500.00	$2.00	$1,300.00
10	4	EA	Removal and Relocation of Signs	$806.00	$3,224.00	$345.00	$1,380.00	$120.60	$482.40	$500.00	$2,000.00	$268.50	$1,074.00
11	1	EA	Removal and Relocation of Telecommunications Structure	$0.00	$0.00	$115.00	$115.00	$334.24	$334.24	$15,000.00	$15,000.00	$2,412.00	$2,412.00
12	1	EA	Removal and Disposal of Bollard	$62.00	$62.00	$1,150.00	$1,150.00	$173.73	$173.73	$200.00	$200.00	$335.50	$335.50
13	212	LF	Removal and Disposal of Fence/Handrail	$9.47	$2,007.64	$15.00	$3,180.00	$6.03	$1,278.36	$20.00	$4,240.00	$11.50	$2,438.00
14	2,400	SY	Temporary Seeding of Denuded Areas	$1.24	$2,976.00	$1.06	$2,544.00	$0.96	$2,304.00	$5.00	$12,000.00	$0.90	$2,160.00
15	1	LS	Construction Entrance	$5,530.40	$5,530.40	$2,300.00	$2,300.00	$4,690.33	$4,690.33	$5,000.00	$5,000.00	$2,519.00	$2,519.00
16	1	LS	Concrete Washout	$248.00	$248.00	$1,380.00	$1,380.00	$1,179.50	$1,179.50	$2,500.00	$2,500.00	$444.50	$444.50
17	1,920	LF	Temporary Straw Wattle	$4.90	$9,408.00	$6.00	$11,520.00	$2.71	$5,203.20	$5.00	$9,600.00	$4.00	$7,680.00
18	3	EA	Rock Check Dams	$868.00	$2,604.00	$500.00	$1,500.00	$660.16	$1,980.48	$1,100.00	$3,300.00	$1,638.00	$4,914.00
19	135	SY	Erosion Control Mat (FLEXMAT)	$293 60	$39,636.00	$72.45	$9,780.75	$75.98	$10,257.30	$115.00	$15,525.00	$27.50	$3,712.50
20	1	LS	Maintenance of Erosion Control	$620.00	$620.00	$4,025.00	$4,025.00	$12,358.03	$12,358.03	$12,500.00	$12,500.00	$6,480.00	$6,480.00
21	1,900	CY	Undercut and Haul-Off	$36.70	$69,730.00	$30.00	$57,000.00	$20.91	$39,729.00	$18.00	$34,200.00	$29.50	$56,050.00
22	1,900	CY	Structural Fill	$36.70	$69,730.00	$33.00	$62,700.00	$23.30	$44,270.00	$20.00	$38,000.00	$24.50	$46,550.00
23	2,525	SY	4" Concrete Trail	$69.42	$175,285.50	$62.00	$156,550.00	$62.51	$157,837.75	$80.00	$202,000.00	$56.00	$141,400.00
24	76	SY	4" Standard Duty Concrete Paving	$99.45	$7,558.20	$76.42	$5,807.92	$65.52	$4,979.52	$85.00	$6,460.00	$86.00	$6,536.00
25	62	LF	Concrete Curb and Gutter	$36.58	$2,267.96	$45.00	$2,790.00	$30.63	$1,899.06	$25.00	$1,550.00	$26.00	$1,612.00
26	48	SY	Burgundy Blended Concrete	$97.96	$4,702.08	$287.50	$13,800.00	$176.60	$8,476.80	$135.00	$6,480.00	$101.50	$4,872.00
27	2,622	SY	4" Class 7 Base	$12.90	$33,823.80	$11.45	$30,021.90	$16.27	$42,659.94	$15.00	$39,330.00	$12.00	$31,464.00
28	190	LF	4" Paint Solid Yellow Striping	$3.10	$589.00	$4.54	$862.60	$3.02	$573.80	$4.00	$760.00	$4.50	$855.00
29	1,650	LF	4" Paint Skip Yellow Striping	$2.23	$3,679.50	$1.92	$3,168.00	$2.17	$3,580.50	$4.00	$6,600.00	$4.50	$7,425.00
30	37	SF	Detectable Warning Device	$31.00	$1,147.00	$69.94	$2,587.78	$177.27	$6,558.99	$25.00	$925.00	$41.00	$1,517.00
31	600	LF	3-Rail Wood Fence	$98.20	$58,920.00	$50.00	$30,000.00	$62.64	$37,584.00	$85.00	$51,000.00	$70.50	$42,300.00
32	90	SF	Dry Stone Stacked Retaining Wall	$68.82	$6,193.80	$63.89	$5,750.10	$66.93	$6,023.70	$175.00	$15,750.00	$63.50	$5,715.00
33	450	CY	Import Topsoil	$62.00	$27,900.00	$54.50	$24,525.00	$52.86	$23,787.00	$35.00	$15,750.00	$34.50	$15,525.00
34	1,250	SY	Permanent Bermuda Sodding	$6.20	$7,750.00	$8.00	$10,000.00	$4.88	$6,100.00	$5.00	$6,250.00	$6.50	$8,125.00
35	3	EA	MUTCD End of Roadway Markers	$372.00	$1,116.00	$2,500.00	$7,500.00	$361.81	$1,085.43	$1,100.00	$3,300.00	$466.50	$1,399.50
36	1,600	SY	Permanent Seeding	$1.24	$1,984.00	$1.04	$1,664.00	$0.87	$1,392.00	$4.00	$6,400.00	$4.00	$6,400.00
37	136	SY	Temporary 3" Gravel Detour Trail	$49.87	$6,782.32	$19.66	$2,673.76	$35.12	$4,776.32	$100.00	$13,600.00	$54.00	$7,344.00
38	160	LF	Flume Concrete	$80.60	$12,896.00	$506.72	$81,075.20	$181.29	$29,006.40	$50.00	$8,000.00	$71.00	$11,360.00
39	2	EA	Adjust Sanitary Sewer Manhole	$10,465 60	$20,931.20	$5,750.00	$11,500.00	$4,911.08	$9,822.16	$4,500.00	$9,000.00	$780.50	$1,561.00
			Subtotal of Bid Price:	$699,035.41		$651,520.93		$579,595.80		$648,910.00		$523,739.00	
40	1	LS	15% Contingency	$104,855.31		$97,728.14		$86,939.37		$97,336.50		$78,560.85	
			Total Bid Price	$803,890.72		$749,249.07		$666,535.17		$746,246.50		$602,299.85	

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

TABULATION VERIFICATION

[redacted]
Purchasing and Compliance Specialist

X [redacted]
Kelsi Frederick
Purchasing and Compliance Manager

ARDOT.gov | Jared D. Wiley, P.E., Director

10324 Interstate 30 | P.O. Box 2261, Little Rock, AR 72203-2261
Phone: (501) 569-2000 | Voice/TTY 711 | Fax: (501) 569-2400

June 3, 2025

The Honorable Stephanie Orman
Mayor of Bentonville
305 SW "A" St.
Bentonville, AR 72712

Re: Job 090476
F.A.P. RTP-9036(22)
Bentonville Razorback Greenway Impvts.
(TAP-16) (S)
Benton County

Dear Mayor Orman:

We have received your request for concurrence in award, the bid tabulations, and the $5,237.39 deposit for Department administration costs for the referenced project. The Department concurs in the award of the project in the amount of $523,739.00 to the low bidder, N.E.C., Inc. of Rogers, Arkansas, based on a review of the bid tabulations and the City's certification that the project was advertised, and bids were received in accordance with the regulations governing Federal-aid projects and all other applicable state and federal regulations. The maximum approved Federal-aid amount for this project is $500,000.00.

Once the contract is executed, you may issue a work order to begin construction. The Report of Daily Work Performed (Form LPA-015) must be submitted with each Construction Certification and Reimbursement Request (Form LPA-014) and the Final Acceptance Report (Form LPA-016) must be submitted at the completion of the project. All Forms referenced are available in digital format at www.ardot.gov/LPA. These forms must be submitted to David Bushey, the Department's Resident Engineer in Bentonville, who can be contacted at (479) 273-7634. Also, David must be invited to attend the pre-construction conference for this project. You must submit all change orders to the contract to David for review and approval for program eligibility.

[redacted]

FOR Keli Wylie, P.E.
Assistant Chief Engineer
Program Delivery

c: Chief Engineer – Operations
Chief Engineer – Preconstruction
Assistant Chief Engineer – Construction
Construction
Local Programs
Program Management
District 9
Resident Engineer #94
Tim Conklin, Executive Director, NWARPC
Job 090476 'C' File

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH NEC, INC, IN THE AMOUNT OF SIX HUNDRED TWO THOUSAND TWO HUNDRED NINETY-NINE DOLLARS AND EIGHTY-FIVE CENTS ($602,299.85), FOR TRAIL CONSTRUCTION ON THE RAZORBACK GREENWAY; AMENDING THE 2025 BUDGET TO APPROPRIATE GRANT FUNDS; AND FOR OTHER PURPOSES.

WHEREAS, trail construction is needed on the Razorback Greenway from Bentonville High School to 14th Street;

WHEREAS, NEC, Inc. was the lowest qualified bidder for IFB 25-01-P; and

WHEREAS, this purchase will be funded by grant money and 2025 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 NEC, Inc., for trail construction on the Razorback Greenway, in the amount of six hundred two thousand two hundred ninety-nine dollars and eighty-five cents ($602,299.85);

Section 2: The 2025 Budget is hereby adjusted to recognize five hundred thousand dollars ($500,000.00) of ARDOT TAP grant funds into Account #105030-33110 – Federal Direct Grant;

Section 3: The 2025 Budget is further adjusted to transfer four hundred sixty-one thousand seven dollars and twenty-four cents ($461,007.24) from the same 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:	6/24/2025	**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 Enter into an Agreement with CEI Engineering for Construction Administration Services
Action Recommendation & Justification:	A Resolution authorizing the Mayor and City Clerk to enter into an agreement with CEI Engineering Associates, in the amount of $80,240.00, for construction administration services for the Razorback Greenway Trail project from Bentonville High School to 14th Street. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	CEI Engineering Associates was selected in 2024 through the SOQ process following the City's Purchasing Policy for professional services.
Amount for Approval:	**$** 80,240.00

Budget Impact

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

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

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

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

Budget Impact Notes for Consideration (Optional):

Memo

To:	City Council Members and Mayor Orman
From:	Josh Stacey, Parks and Recreation Deputy Director
CC:	David Wright, Parks and Recreation Director
Date:	June 5, 2025
Re:	Resolution to Amend a Contract with CEI for Construction Administration for the Razorback Greenway Trail from BHS to 14th Street.

Parks and Recreation staff request City Council approval of a resolution authorizing the Mayor and City Clerk to execute an amended agreement with CEI in the amount of $80,240 for construction administration services for the Razorback Greenway Trail from BHS to 14th Street project.

CEI is the firm who was selected to design the project and will now move to a construction administrative role to assist Parks staff with the observation and administration of the construction. This is a budgeted item.

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

Attachments:
CEI EWA Contract

PROFESSIONAL SERVICES AGREEMENT

PROJECT NAME: CONSTRUCTION ADMINISTRATION P STREET TRAIL ("PROJECT")

THIS AGREEMENT ("AGREEMENT") is made in Benton County, Arkansas, by and between the City of Bentonville, Arkansas, hereinafter referred to as "CITY", and CEI Engineering Associates, INC., hereinafter referred to as "ENGINEER" (collectively, the "PARTIES").

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

RECITALS:

A. WHEREAS, the CITY has a need to perform capital improvement projects for the City of Bentonville, Arkansas; and

B. WHEREAS, The CITY has selected the ENGINEER and negotiated this AGREEMENT using the procedures as set forth in Ark. Code Ann. § 19-11-801; and

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

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

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

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

ARTICLE I - PROJECT DESCRIPTION

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

ARTICLE II - SCOPE OF SERVICE

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

ARTICLE III - STANDARD OF CARE

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

ARTICLE IV - ADDITIONAL SERVICES

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

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

ARTICLE V - SCHEDULE OF FEES, SERVICES AND PAYMENT

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

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

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

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

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

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

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

ARTICLE VI - INSURANCE

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

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

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

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

4. Professional Liability/Errors and Omissions coverage covering negligent acts, errors and omissions in the performance of professional services with policy limit of not less than $1,000,000.00.

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

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

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

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

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

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

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

ARTICLE VII - RIGHT OF ACCESS

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

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

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

ARTICLE VIII - RECORDS AND RETENTION

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

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

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

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

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

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

ARTICLE IX - SAFETY

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

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

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

ARTICLE X - TERMINATION

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

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

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

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

ARTICLE XI - INDEMNIFICATION

A. For purposes of this AGREEMENT, ENGINEER agrees to indemnify, hold harmless the CITY, its officers and employees from any loss, damage, liability or expense, of any nature whatsoever to the extent caused by the negligence, willful misconduct, or other actionable fault of ENGINEER, its affiliates, subsidiaries, employees, agents, assignees, and subcontractors and their respective employees and agents. ENGINEER is not required hereunder to defend the CITY, its officers, appointees, employees, or agents from assertions that they were negligent, nor to indemnify and hold them harmless from liability based on the CITY's negligence

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

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

ARTICLE XII - CONTINGENCY CLAUSE

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

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

ARTICLE XIII - RELATIONSHIP OF THE PARTIES

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

ARTICLE XIV - DISPUTE RESOLUTION

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

ARTICLE XV - OPINIONS OF PROBABLE COST

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

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

ARTICLE XVI - APPLICABLE LAWS

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

ARTICLE XVII - PRECEDENCE

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

ARTICLE XVIII - SEVERABILITY

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

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

ARTICLE XIX - SURVIVAL OF OBLIGATIONS

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

ARTICLE XIX – ENTIRE AGREEMENT

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

[This page has been intentionally left blank]

The cost of this AGREEMENT including all reimbursable expenses as described in the FEES AND SCHEDULE, **shall not exceed** eighty thousand two hundred forty dollars and zero cents ($80,240.00), unless otherwise approved by the CITY through an official AMENDMENT agreed and executed by CITY and ENGINEER.

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

CITY OF BENTONVILLE	
CITY	ENGINEER
BY	BY
MAYOR	
TITLE	TITLE
DATE SIGNED	DATE SIGNED

APPENDIX A
PROJECT DESCRIPTION

BASIC PROJECT INFORMATION:

For construction administration and observation services for P Street Trail. Upon final completion of the project, an as-built survey will be conducted, processed, and distributed to the Client.

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

APPENDIX B

SCOPE OF SERVICES

SERVICES BY THE CITY

- Furnish required information and approvals and perform responsibilities and activities in a timely manner to facilitate orderly progress of the work.
- Provide criteria and information as to the requirements for the PROJECT, including design objectives and constraints, right-of-way, capacity and performance requirements, and any budgetary limitations.
- Furnish copies of design and construction standards that the CITY will require to be included in the drawings and specifications.
- Assist the ENGINEER by placing at their disposal all available information pertinent to the PROJECT, including previous reports and other data relative to design or construction of the PROJECT.
- Arrange for access to public and private property as required for the PROJECT.
- Obtain the necessary lands, easements and rights-of-way for the PROJECT.
- Reimburse all plan review, advertising costs, permits and approvals in connection with the PROJECT.
- Pay the ENGINEER is accordance with the terms of the AGREEMENT.

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

SERVICES BY THE ENGINEER

- Meet all requirements of the AGREEMENT including any AMENDMENTS.
- Produce all documents and services needed for the PROJECT, including but not limited to:

  Topographical surveys, Right-of-Way Surveys, Utility Surveys and Coordination, Traffic Study, Geotechnical Investigations, Environmental Surveys, Permitting, Major Drainage Study, Conceptual Design Phase (30%), Preliminary Design Phase (60%), Final Design Phase (90%), Public Meetings, Bidding Services, Construction Support Services, Project Management Services, Project Closeout.
- Project Management services for the entire life of the project that align with the Project Management Institute Project Management Book of Knowledge Latest Edition.
- All Design and Construction shall conform to Federal, State and Local regulations.
- Coordinate PROJECT with Franchise Utility Companies to assure adequate space for all facilities and timely relocations.
- Coordinate and Furnish approvals and permits from all Regulatory Agencies having jurisdiction over the PROJECT.
- Provide all services relevant to City of Bentonville Plan Review procedures.
- Create and provide all documents for property acquisitions and assist with any layout or staking required.
- Coordinate and facilitate meetings with CITY and Agencies for plan review, project coordination and right-of-way.
- Subcontracting of services by the ENGINEER shall have prior approval of the CITY.

APPENDIX C
SCHEDULE OF FEES AND SERVICES

EXTRA WORK AUTHORIZATION

☒ ADDITIONAL WORK ☐ CHANGE IN SCOPE OF SERVICES

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

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

DATE: April 24, 2025
CLIENT: City of Bentonville
PROJECT NAME: P Street Trail
CLIENT CONTACT: Josh Stacey
PROJECT NO.: 32296
PROJECT MANAGER: Elliott Bell
DATE OF CURRENT CONTRACT: July 27, 2021

Description of Services: This proposal is for construction administration and observation services for P Street Trail. Upon final completion of the project, an as-built survey will be conducted, processed, and distributed to the Client. *Below fees are lump sum unless otherwise specified. *
See attached Exhibit A for scope of services and compensation proposed.

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

Agreed to by CEI ENGINEERING ASSOCIATES, INC.

[redacted]

(Signature)

04/24/2025
(Date)

Distribution:

Agreed to on this date: _____

(Company Name)

(Company Authorized Representative & Title)

(Signature)

PLEASE SIGN & RETURN ORIGINAL

EXHIBIT A

I. SCOPE OF SERVICES

A. Construction Administration / Observation

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

Fees, hourly not to exceed ..... $ 76,740.00

Construction Administration fees are charged only for services related to contractor support, such as responses to Requests for Information (RFIs) or coordination of services such as testing or municipal inspections, services or revisions as requested by Client, or as required for jurisdictional acceptance. Fee estimate above is based on an assumed construction duration of 5 month, or 90 5-day weeks and includes 180 hours of Project Manager, 40 hours of Project Engineer, 16 hours of Senior Project Engineer, 20 hours of Project Designer, 300 hours of Construction Observer (assumed 2hr per working day), and miscellaneous administration expenses. Should requested Construction Administration services exceed estimated fees, such additional services shall be invoiced at the standard hourly rates as detailed in Section II below. Reimbursable expenses are excluded from the fee quoted above. Expenses associated with this phase of services are estimated to be $500 to be invoiced in accordance with Section II below.

B. As-Built Survey

CEI shall provide an As-Built survey consisting of improvements to the subject property after completion of construction. All work will be supervised by an Arkansas Professional Land Surveyor.

Fees ..... $ 3,500.00

Total Fees ..... $ 80,240.00

II. SCHEDULE OF CHARGES

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

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

ARKANSAS (02-01-24)

Officer / Branch Manager	$ 235.00
Department Manager	$ 215.00
Client Sector Leader	$ 205.00
Senior Project Manager	$ 195.00
Program Manager	$ 190.00
Project Manager	$ 175.00
Assistant Project Manager	$ 140.00
Senior Project Engineer	$ 190.00
Project Engineer	$ 165.00
Assistant Project Engineer	$ 135.00
Civil Designer	$ 125.00
Registered Landscape Architect	$ 160.00
Lead Landscape Designer	$ 130.00
Landscape Designer	$ 125.00

Project Surveyor	$ 165.00
Assistant Project Surveyor	$ 130.00
Survey Project Manager	$ 160.00
Assistant Survey Project Manager	$ 130.00
Sr. Survey Party Chief	$ 120.00
Survey Party Chief	$ 95.00
Survey Technician	$ 105.00
Field Specialist	$ 85.00
Senior Project Designer	$ 150.00
Project Designer	$ 130.00
CAD Designer	$ 105.00
CAD Technician	$ 90.00
Construction Observer	$ 110.00
Land Acquisition Manager	$ 150.00
Land Acquisition Agent	$ 130.00
Project Coordinator	$ 120.00
Program Assistant	$ 90.00
Administrative Assistant	$ 75.00

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

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

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

REVENUE RECOGNITION

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH CEI ENGINEERING, IN THE AMOUNT OF EIGHTY THOUSAND TWO HUNDRED FORTY DOLLARS ($80,240.00), FOR CONSTRUCTION ADMINISTRATION SERVICES FOR RAZORBACK GREENWAY TRAIL CONSTRUCTION; AND FOR OTHER PURPOSES.

WHEREAS, construction administration services are needed for the Razorback Greenway construction project from Bentonville High School to 14th Street;

WHEREAS, CEI Engineering was selected in 2024 using the City's SOQ process; 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 CEI Engineering, for construction administration services for Razorback Greenway Trail construction, in the amount of eighty thousand two hundred forty dollars ($80,240.00);

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:	6/24/2025	**Submitted By:**	Greg Hughes
Phone:	479-696-0204	**For Department(s):**	Parks and Recreation
Email:	ghughes@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Ordinance Establishing 2026 Adult Recreation Center Fee Schedule
Action Recommendation & Justification:	Ordinance establishing fees for the Adult Recreation Center Membership and Day Passes. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	Parks and Recreation Advisory Board reviewed and approved this fee schedule at the May 5th meeting. Please see the attachment for the full list of 2026 fees.
Amount for Approval:	$

Budget Impact

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

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

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

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

Budget Impact Notes for Consideration (Optional):

Memo

To: City Council, Mayor Orman

Thru: David Wright, Parks and Recreation, Director

From: Greg Hughes, Parks and Recreation, Recreation Services Manager

Date: May 23, 2025

Re: An ordinance establishing membership fees for the Adult Recreation Center for 2026

Parks and Recreation Staff is requesting approval of an ordinance establishing 2026 membership fees for The Adult Recreation Center.

The attached 2026 Adult Recreation Center Fee Schedule establishes fees for membership to the Adult Recreation Center, anticipated to open in the first half of 2026. These fees were reviewed by the council in 2024 at the conclusion of a feasibility study for the facility. The Parks and Recreation Advisory Board reviewed and approved these fees at the May 5, 2025, meeting. Please see the attachment for the full list of 2026 fees.

Our team hopes to begin selling memberships for this facility in September of this year.

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

Attachment: 2026 Adult Recreation Center Fee Schedule

ORDINANCE NO._____

AN ORDINANCE ESTABLISHING THE 2026 BENTONVILLE PARKS AND RECREATION ADULT RECREATION CENTER FEES; AND FOR OTHER PURPOSES.

WHEREAS, fees for the Adult Recreation Center should be set and reviewed annually as part of the budget process;

WHEREAS, staff analyzes each expense to ensure that proper fees are established; and

WHEREAS, the Parks and Recreation Advisory Board reviewed and approved the 2026 fees, at its May 5, 2025, meeting.

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

Section 1: The Bentonville Adult Recreation Center daily usage and membership fees are adopted as attached in "Attachment A" beginning January 1, 2026;

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 this _____ day of _____, 2025.

APPROVED:

_____
STEPHANIE ORMAN, Mayor

ATTEST:

_____
MALORIE MARRS, City Clerk

ATTACHMENT "A"

Bentonville Parks and Recreation

Proposed Fee Schedule for Bentonville Adult Recreation Center 2026

	Residents	Non-Residents
Day Pass:	$7	$10
Monthly Membership:	$15	$19
Annual Membership:	$149	$208

Corporate Memberships
Propose to offer corporate discounts of 10%, 15% and 20%.

Third Party Payers
Propose to accept third party payers via insurance companies.

Bentonville Community Center Memberships
Membership allows access to Bentonville Adult Recreation Center and the Bentonville Community Center for members aged 50 and over.

Proposed operating hours for the Bentonville Adult Recreation Center

Monday – Friday	7 AM - 7 PM
Saturday	8 AM - 12 PM
Sunday	Closed

Proposed Date to Begin Selling Memberships

Friday, September 5, 2025

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	6/24/2025	**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 Geotechnical Services
Action Recommendation & Justification:	Resolution authorizing the Mayor and City Clerk to Enter into an Agreement with GTS, Inc. for Geotechnical Services for the new City of Bentonville Parks and Recreation Maintenance Facility, ensuring quality and compliance throughout construction. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	This will be funded by the 2025 Parks budget. GTS, Inc. was selected through SOQ-25-17 following the City's Purchasing Policy for professional services.
Amount for Approval:	**$** $47,200.00

Budget Impact

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

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

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

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

Budget Impact Notes for Consideration (Optional):

Memo

To:	City Council, Mayor Orman
From:	J. Wade Tomlinson, Parks Planner
Thru:	David Wright, Parks and Recreation Director
Date:	June 10, 2025
Re:	Moberly Parks Maintenance Building - 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 new Parks and Recreation Maintenance Facility. This project is located at 401 SE Moberly in Bentonville, Arkansas.

These services include earthwork testing, foundation and slab inspections, concrete testing, structural steel and cold-formed steel framing observations, asphalt testing, and masonry wall construction testing.

The estimated total cost for these services is approximately $47,200. Approval of this agreement will allow GTS, Inc., to commence these services. The contract conditions will be those outlined in the attached proposal.

Attachments:
Agenda Item Form Proposal No. GTS12511034 from GTS, Inc.

PROFESSIONAL SERVICES AGREEMENT

PROJECT NAME: Geotechnical Services for Parks Maintenance Facility ("PROJECT")

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

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

RECITALS:

A. WHEREAS, the CITY has a need to perform capital improvement projects for the City of Bentonville, Arkansas; and

B. WHEREAS, The CITY has selected the PROFESSIONAL CONSULTANT and negotiated this AGREEMENT using the procedures as set forth in Ark. Code Ann. § 19-11-801; and

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

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

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

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

ARTICLE I - PROJECT DESCRIPTION

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

ARTICLE II - SCOPE OF SERVICE

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

ARTICLE III - STANDARD OF CARE

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

ARTICLE IV - ADDITIONAL SERVICES

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

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

ARTICLE V - SCHEDULE OF FEES, SERVICES AND PAYMENT

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

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

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

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

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

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

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

ARTICLE VI - INSURANCE

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

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

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

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

4. Professional Liability/Errors and Omissions coverage covering negligent acts, errors and omissions in the performance of professional services with policy limit of not less than $1,000,000.00.

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

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

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

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

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

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

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

ARTICLE VII - RIGHT OF ACCESS

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

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

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

ARTICLE VIII - RECORDS AND RETENTION

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

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

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

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

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

assumption of such responsibility by the CITY for any defect in the designs, working drawings and specifications, or other documents prepared by PROFESSIONAL CONSULTANT, its employees, contractor, agents and PROFESSIONAL CONSULTANTs.

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

ARTICLE IX - SAFETY

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

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

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

ARTICLE X - TERMINATION

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

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

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

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

ARTICLE XI - INDEMNIFICATION

A. For purposes of this AGREEMENT, PROFESSIONAL CONSULTANT agrees to indemnify, hold harmless the CITY, its officers and employees from any loss, damage, liability or expense, of any nature whatsoever to the extent caused by the negligence, willful misconduct, or other actionable fault of PROFESSIONAL CONSULTANT, its affiliates, subsidiaries, employees, agents, assignees, and subcontractors and their respective employees and agents. PROFESSIONAL CONSULTANT is not required hereunder to defend the CITY, its officers, appointees, employees, or agents from assertions that they were negligent, nor to indemnify and hold them harmless from liability based on the CITY's negligence

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

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

ARTICLE XII - CONTINGENCY CLAUSE

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

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

ARTICLE XIII - RELATIONSHIP OF THE PARTIES

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

ARTICLE XIV - DISPUTE RESOLUTION

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

ARTICLE XV - OPINIONS OF PROBABLE COST

A. Since the PROFESSIONAL CONSULTANT has no control over the cost of labor, materials, equipment or services furnished by others, or over methods of determining prices, or over competitive bidding or market conditions, the PROFESSIONAL CONSULTANT's estimates of PROJECT costs and construction costs provided for herein are to be made on the basis of the PROFESSIONAL CONSULTANT's experience and

qualifications and represent the PROFESSIONAL CONSULTANT's judgement in accordance with the "Standard of Care". The PROFESSIONAL CONSULTANT cannot and does not guarantee that proposals, bids or actual PROJECT or construction costs will not vary from estimates prepared by the PROFESSIONAL CONSULTANT.

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

ARTICLE XVI - APPLICABLE LAWS

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

ARTICLE XVII - PRECEDENCE

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

ARTICLE XVIII - SEVERABILITY

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

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

ARTICLE XIX - SURVIVAL OF OBLIGATIONS

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

ARTICLE XIX – ENTIRE AGREEMENT

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

[This page has been intentionally left blank]

The cost of this AGREEMENT including all reimbursable expenses as described in the FEES AND SCHEDULE, **shall not exceed** forty-seven thousand two hundred dollars and zero cents ($47,200.00), unless otherwise approved by the CITY through an official AMENDMENT agreed and executed by CITY and PROFESSIONAL CONSULTANT.

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

CITY OF BENTONVILLE	
CITY	PROFESSIONAL CONSULTANT
BY	BY
MAYOR	
TITLE	TITLE
DATE SIGNED	DATE SIGNED

APPENDIX A
PROJECT DESCRIPTION

BASIC PROJECT INFORMATION:

The scope of work for geotechnical and testing services consists of furnishing all items, materials, operations, or methods listed on the drawings (Hight Jackson) or required to test and satisfactorily verify the variety of site soil scenarios including but not limited to field testing select soil fill or aggregate base materials for in-place density, field sample and laboratory test flowable fill for strength, density testing site grading lifts and concrete integrity testing.

APPENDIX B

SCOPE OF SERVICES

SERVICES BY THE CITY

- Furnish required information and approvals and perform responsibilities and activities in a timely manner to facilitate orderly progress of the work.
- Provide criteria and information as to the requirements for the PROJECT, including design objectives and constraints, right-of-way, capacity and performance requirements, and any budgetary limitations.
- Furnish copies of design and construction standards that the CITY will require to be included in the drawings and specifications.
- Assist the PROFESSIONAL CONSULTANT by placing at their disposal all available information pertinent to the PROJECT, including previous reports and other data relative to design or construction of the PROJECT.
- Arrange for access to public and private property as required for the PROJECT.
- Obtain the necessary lands, easements and rights-of-way for the PROJECT.
- Reimburse all plan review, advertising costs, permits and approvals in connection with the PROJECT.
- Pay the PROFESSIONAL CONSULTANT is accordance with the terms of the AGREEMENT.

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

SERVICES BY THE PROFESSIONAL CONSULTANT

- Meet all requirements of the AGREEMENT including any AMENDMENTS.
- Produce all documents and services needed for the PROJECT, including but not limited to:

  Topographical surveys, Right-of-Way Surveys, Utility Surveys and Coordination, Traffic Study, Geotechnical Investigations, Environmental Surveys, Permitting, Major Drainage Study, Conceptual Design Phase (30%), Preliminary Design Phase (60%), Final Design Phase (90%), Public Meetings, Bidding Services, Construction Support Services, Project Management Services, Project Closeout.
- Project Management services for the entire life of the project that align with the Project Management Institute Project Management Book of Knowledge Latest Edition.
- All Design and Construction shall conform to Federal, State and Local regulations.
- Coordinate PROJECT with Franchise Utility Companies to assure adequate space for all facilities and timely relocations.
- Coordinate and Furnish approvals and permits from all Regulatory Agencies having jurisdiction over the PROJECT.
- Provide all services relevant to City of Bentonville Plan Review procedures.
- Create and provide all documents for property acquisitions and assist with any layout or staking required.
- Coordinate and facilitate meetings with CITY and Agencies for plan review, project coordination and right-of-way.
- Subcontracting of services by the PROFESSIONAL CONSULTANT shall have prior approval of the CITY.

AGREEMENT FOR CONSTRUCTION MATERIALS TESTING AND SPECIAL INSPECTION SERVICES

THIS AGREEMENT, effective as of this _____ day of _____ 2025, is by and between City of Bentonville ("Client") and GTS, Inc. ("Engineer").

THE PROJECT is understood to consist of:

This project consists of construction of a new maintenance facility for the City of Bentonville Parks and Recreation located at 401 SE Moberly in Bentonville, Arkansas.

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

- GTS Proposal No. GTS12511034 (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.

	CLIENT:	ENGINEER:
Signature:	_____	[redacted]
Print Name:	_____	David Berry, P.E.
Title:	_____	Principal Engineer
Company:	City of Bentonville	GTS, Inc.
Address:	_____	1915 N Shiloh Drive
	_____	Fayetteville, Arkansas 72704
Date:	_____	4/3/25

1915 N. Shiloh Drive
Fayetteville, Arkansas 72704
Office: (479) 521-7645

Licensed:
Arkansas • Arizona • Kansas • Kentucky
Louisiana • Missouri • Oklahoma • Texas

GTS, Inc.
Geotechnical & Testing Services

www.gtsconsulting.net

April 3, 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
City of Bentonville Parks and Recreation Maintenance Facility
Bentonville, Arkansas
Proposal No. GTS12511034

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.

PROJECT SUMMARY

This project is located at the site of the current Bentonville Parks and Recreation Maintenance Facility at 401 SE Moberly in Bentonville, Arkansas. GTS understands that the existing buildings on site will be demolished, and a new building, greenhouse, and materials storage area will be constructed. Site work will include asphalt and concrete paving, curb and gutter, sidewalks. Utilities will be relocated, and the construction of a new water line, sewer line, and storm drain will be installed. The new building will have a square footage of approximately 18,792 square feet. The new structure will be supported by shallow foundations and consist of structural steel and cold formed steel framing with slab on grade construction.

GTS, Inc. performed a geotechnical site investigation for this project and prepared Geotechnical Engineering Report No. 22-15167 Dated January 19, 2023. According to the Geotechnical report, existing unstable fills and a possible perched water table will most likely require an additional 1-3’ of undercut, and extra density testing. GTS should be allowed to evaluate the existing excavated subgrades before any mass grading and fill takes place on site.

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

- Project Plans put together by Hight Jackson, Crafton Tull, Engineering Consultants, Inc., and Core States Group - Issued for bid on November 8, 2024, revised January 3, 2025
- Project Specifications by Hight Jackson dated November 4, 2024, with addendum 1 dated December 12, 2024, and addendum 2 dated
- Project Geotechnical Report #22-15167 by GTS, Inc. dated January 19, 2023

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.

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. *(We have increased our trips for density testing due to existing fill soils and weak soils encountered during the geotechnical investigation.)*
- Perform laboratory classifications of proposed fill soils to determine their suitability and moisture-density relationships (proctor)

  Estimated Trips

  - 8 trips for engineering proofroll/subgrade evaluations as detailed below:
    - 3 trips for building pad
    - 3 trips for parking lot subgrade
    - 2 trips for pavement Class 7 base course
  - 30 trips for density testing by a technician as follows:
    - 8 trips for subgrade beneath building pad
    - 4 trips for soil fill materials in pavements
    - 2 trips for soil fill materials under Materials Storage Area Pad
    - 8 trips for storm drain, water, and sewer class 7 base backfill testing
    - 4 trips for pavement Class 7 base material
    - It is anticipated that new fill soils may be exposed in the bottom of the building foundations. GTS recommends new fill soils exposed in the bottom of foundation excavations be recompacted and tested for density prior to placement of reinforcing steel and concrete – 4 trips
  - 2 Proctors with Soil Classification (sieve analysis and Atterberg limits tests to determine the suitability of the materials for use as Structural Fill)

Foundations, Walls, 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

- Shallow Foundations Bearing Capacity Observations for building and materials storage area
  - 5 trips
- Reinforcing Steel Inspections for building and materials storage area shallow foundations
  - 7 trips
- Reinforcing Steel Inspections for 6' Walls in Material Storage Area
  - 2 trips
- Reinforcing Steel Inspections for slabs on grade and mezzanine slab
  - 5 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 five (5) 4"x8" concrete cylinders per set for compressive strength testing
- GTS, Inc. plans to sample every 50 cubic yards per mix design each day of concrete placement for structural building concrete and every 100 cubic yards per mix design each day for site concrete.

Estimated Trips

Concrete Placements

- Building Pad Continuous and Column Footings- 5 trips for sampling of fresh concrete with 1 set of concrete cylinders per trip
- 5" Concrete Main Building Slab – 1 trip for sampling of fresh concrete with 4 sets of concrete cylinders
- 5" Concrete Truck Bay Slab – 1 trip for sampling of fresh concrete with 1 set of concrete cylinders per trip
- 4" Concrete Building Slab – 1 trip for sampling of fresh concrete with 2 sets of concrete cylinders
- Concrete Paving next to building - 2 trips for sampling of fresh concrete with up to 2 sets of concrete cylinders per trip
- Concrete Street Patch Repair – 1 trip for sampling of fresh concrete with 1 set of concrete cylinders per trip
- Materials Storage Area Foundations and Walls – 4 trips for sampling of fresh concrete with 1 set of concrete cylinders per trip
- Materials Storage Area Concrete Slab – 1 trip for sampling of fresh concrete with 2 sets of concrete cylinders

- Concrete Greenhouse Piers – 1 trip for sampling of fresh concrete with 1 set of concrete cylinders
- Concrete Sidewalks – 3 trips for sampling of fresh concrete with 1 set of concrete cylinders per trip
- Curb and Gutter – 3 trips for sampling of fresh concrete with 1 set of concrete cylinders per trip
- Dumpster Pad Paving – 1 trip for sampling of fresh concrete with 1 set of concrete cylinders
- Concrete Aprons – 2 trips for sampling of fresh concrete with 1 set of concrete cylinders per trip
- Junction Box/Inlets – 2 trips for sampling of fresh concrete with 1 set of concrete cylinders
- Concrete Wingwalls & Headwalls – 1 trip for sampling of fresh concrete with 1 set of concrete cylinders
- Sanitary Sewer Manholes – 2 trips for sampling of fresh concrete with 1 set of concrete cylinders
- Light Pole Foundations – 2 trips for sampling of fresh concrete with 1 set of concrete cylinders
- GTS, Inc. anticipates approximately 75 percent of the concrete placements will require additional trips to retrieve cured concrete specimens on days GTS, Inc. is not scheduled to be on-site – 31 trips

Structural Steel and Cold Formed Steel Framing Observations

- Inspection of structural steel and cold formed steel framing elements by a Certified Welding Inspector including bolted and welded connections – 3 trips
- GTS, Inc. has budgeted 2 hours onsite time for each of these inspections.

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 3 asphalt cores

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 – 1 trip for sampling freshly mixed grout for CMU Walls
- CMU Walls Engineering Observations – 1 trip
- We estimate the grout placement will require an additional trip to retrieve cured grout specimens on days GTS, Inc. is not already onsite – 1 trip

COST ESTIMATE

Based on the assumptions outlined in this proposal, GTS, Inc. estimates that "on-call" CMT and Special Inspection Services for this project will be **approximately $47,200.** 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,

[redacted]

Michelle Parker
Project Engineer

[redacted]

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 FORTY-SEVEN THOUSAND TWO HUNDRED DOLLARS ($47,200.00), FOR GEOTECHNICAL SERVICES FOR THE PARKS AND RECREATION MAINTENANCE FACILITY; AND FOR OTHER PURPOSES.

WHEREAS, geotechnical services are necessary to ensure quality and compliance throughout construction of the Parks and Recreation Maintenance Facility;

WHEREAS, GTS, Inc. was selected for SOQ 25-17, pursuant to the City's Purchasing and Compliance 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 GTS, Inc., for geotechnical services on the Parks and Recreation Maintenance Facility, in the amount of forty-seven thousand two hundred dollars ($47,200.00);

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:	6/24/2025	**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 ☑ Appointment

Title, Recommendation & Justification

Title:	Construction Board of Appeals Appointments
Action Recommendation & Justification:	Appointment of the following individuals for the Construction Board of Appeals. Truman "Taylor" Sizemore, Building Trades Industry representative, to serve a 1-year term that will expire on July 1, 2026. Douglas Bryant, Planning Commission representative, to serve a 2-year term that will expire on July 1, 2027. David Cox, Architect representative, to serve a 3-year term that will expire on July 1, 2028.
Additional Comments for Consideration (Optional):	
Amount for Approval:	$

Budget Impact

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

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

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

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

Budget Impact Notes for Consideration (Optional):

June 24, 2025

To: City Council Members & City Clerk

From: Mayor Stephanie Orman

Subject: Appointment of the New Members to the Construction Board of Appeals

---

So

Pursuant to selection committee input, I recommend for appointment to the Bentonville Construction Board of Appeals, Truman "Taylor" Sizemore to serve a one-year term expiring July 1, 2026. I recommend David Cox to serve a three-year term that will expire on July 1, 2028.

I recommend Douglas Bryant, Planning Commission representative, to serve a two-year term that will expire on July 1, 2027.

Stephanie Orman

RECEIVED 04/29/25

Boards and Commissions Application Form

Applicant Information	
First Name	Truman
Last Name	Sizemore
Address	[redacted]
City	Bentonville
State	AR
Zip Code	72712
Home / Cell Phone	[redacted]
Email Address	[redacted]
Length of Bentonville Residency	29 years
Employer	Self Employed (RST Development Services)
Occupation	Consulting and Project Management for Development and Construction
Business Phone	[redacted]

(Section Break)

References
Please provide 2 references

Name	Jared Faciszeski
Email Address	[redacted]
Address	[redacted]
City	Bentonville
State	ar
Zip Code	72712

Phone Number	[redacted]
Name	John Musser
Email Address	[redacted]
Address	[redacted]
City	Lowell
State	ar
Zip Code	72745
Phone Number	[redacted]
Fax Number	*Field not completed.*

(Section Break)

Board Selection and Qualifications

Select all commissions and boards for which you would like to be considered:	Construction Board of Appeals
1. What are your qualifications for serving on this commission or board, including education and subject matter expertise?	My background includes a progression, beginning with hands-on commercial maintenance at Norther Arizona University in Flagstaff, AZ. This is where I earned my Bachelor's Degree. While in Flagstaff, AZ I was recruited to be Maintenance Supervisor for an up and coming Commercial Real Estate Company, which is now Blue Crane. I worked my way up to Director of Facilities and finished this career chapter as Director of Development for Blue Crane. Over the 9 years I was there, we delivered some major projects including: 8th Street Market, Crystal Flats, The Record, Bentonville Climbs, Bentonville Brewery, Town Branch, multiple adaptive reuse projects and many more. This was a very productive, but extremely challenging 9 years, full of lessons learned for a growing City and Development Company. Practical understanding: My early work provided a fundamental knowledge of building systems and maintenance realities. Management acumen: I have a proven track record of leading

	teams and overseeing projects, ensuring regulatory compliance. Strategic oversight: As Director of Facilities, I gained experience in managing properties at a high level, including budgets and long-term planning. Development insight: My previous role as Director of Development, coupled with my experience as an owner-developer, provided me with a deep understanding of the construction process, including navigating permits, working with contractors, and ensuring code adherence. This experience also gave me a keen awareness of the financial, regulatory, and practical implications of construction decisions and potential disputes from an owner's perspective. This combination of hands-on experience, strategic management, and significant insight into the development process equips me with a well-rounded and valuable perspective for evaluating construction appeals.
2. Why would you like to be considered for appointment to this commission or board?	There are several compelling reasons why I'd like to be considered for this appointed position on the City Construction Appeals Board. After a career deeply immersed in commercial real estate, from hands-on maintenance to strategic facilities management, and my experience as an owner-developer, I possess a deep understanding of construction practices, regulations, and potential challenges. Serving on the board would allow me to leverage this valuable knowledge to ensure fair and informed decisions on appeals within our city. My experience in maintenance and facilities management has instilled in me the critical importance of sound construction and adherence to safety standards. I also see this as a significant opportunity for civic engagement, allowing me to actively participate in our local governance and contribute to the well-being and responsible development of our community here in Bentonville, my hometown. I didn't choose a career path in college, but an opportunity was placed in front of me to oversee a large commercial real estate portfolio and I ran with it. My passion for commercial real estate and the wealth of knowledge I've gained remain strong. This board offers a meaningful way for me to continue utilizing my skills and insights for the benefit of Bentonville and my community. Furthermore, I believe in fair and impartial

	processes, and my diverse experience gives me a unique understanding of the various perspectives involved in construction disputes. Finally, I see this as an opportunity for continuous learning, as I'd be exposed to a variety of construction-related issues and legal interpretations specific to Bentonville, allowing me to stay engaged and contribute effectively.
3. What do you hope to be able to contribute?	I anticipate that my background will serve as a bridge between the theoretical aspects of construction regulations and the realities of building and maintaining commercial real estate. Ultimately, I would hope to contribute informed, practical and fair decisions that lead to a well-built and functional City for my kids to grow up in.
4. Meeting Times	AGREED

(Section Break)

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

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

(Section Break)

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

Agreement to Abide by Restrictions on Appointees	Truman Taylor Sizemore
Date	4/29/2025

RECEIVED
04/09/24

Boards and Commissions Application Form

Applicant Information

First Name	Douglas
Last Name	Bryant
Address	[redacted]
City	Bentonville
State	AR
Zip Code	72712
Home / Cell Phone	[redacted]
Email Address	[redacted]
Length of Bentonville Residency	41 Years
Employer	Retired
Occupation	Archited
Business Phone	[redacted]

(Section Break)

References

Please provide 2 references

Name	Greg Matteri
Email Address	[redacted]
Address	[redacted]
City	Bentonville
State	AR
Zip Code	72712
Phone Number	[redacted]

Name	Randy Lawson
Email Address	[redacted]
Address	[redacted]
City	Bentonville
State	AR
Zip Code	72712
Phone Number	[redacted]
Fax Number	*Field not completed.*

(Section Break)

Board Selection and Qualifications

Select all commissions and boards for which you would like to be considered:	Planning Commission
1. What are your qualifications for serving on this commission or board, including education and subject matter expertise?	I was senior architect for Walmart Stores for almost 28 years. Involved in planning, development and approval of thousands of retail developments and stores for Walmart. After retiring from Walmart, i became the Property Manager Walton Enterprises Inc. and worked with Bentonville Planning and Utilities Departments in developing and submitting projects for review and approval to the City of Bentonville Planning Department. I have extensive knowledge of the planning processing and the history of the growth of Bentonville. I have lived in downtown Bentonville since 1985 and I am aware of the projects and the approval process that has been done to keep our city forward looking and assisting the growth of the downtown and thought out the city.
2. Why would you like to be considered for appointment to this commission or board?	I have the skill set and the history of projects and a desire to help our city continue growing and becoming the best place in our state to live and work. I am fortunate to be retired and have the freedom to serve and help our city grown. The years ahead will be busy and challenging and I would like to be part of the process.

3. What do you hope to be able to contribute?	Knowledge and economically solutions were my strength in decision making. I was also involved in the WMT Legal team to review issues that were pending for trial or settlement. I was deposed over 150 times and went to trial 13 times and was the main witness or the WMT representative in all the trials. We won all of those cases. I believe the best skill is to make decisions that keep your organization out of the legal situation and I think that was my best skill as a decision maker. I am positive in my perspective on problem solving and look forward to being part of this group, if possible.

(Section Break)

Qualifications for Serving

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

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

(Section Break)

Restrictions on Appointees

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

Agreement to Abide by Restrictions on Appointees	Douglas Bryant
Date	4/9/2024

RECEIVED 04/25/25

Boards and Commissions Application Form

Applicant Information

First Name	David
Last Name	Cox
Address	[redacted]
City	Bentonville
State	AR
Zip Code	72712
Home / Cell Phone	[redacted]
Email Address	[redacted]
Length of Bentonville Residency	eight years
Employer	self employed/retired/NWACC
Occupation	architect, adjunct professor
Business Phone	[redacted]

(Section Break)

References

Please provide 2 references

Name	Arron Cooper
Email Address	[redacted]
Address	[redacted]
City	Bentonville
State	AR
Zip Code	72712

Phone Number	[redacted]
Name	Ray Taylor
Email Address	[redacted]
Address	Northwest Arkansas Community College
City	Bentonville
State	AR
Zip Code	72712
Phone Number	[redacted]
Fax Number	*Field not completed.*

(Section Break)

Board Selection and Qualifications

Select all commissions and boards for which you would like to be considered:	Construction Board of Appeals
1. What are your qualifications for serving on this commission or board, including education and subject matter expertise?	Licensed architect, certified construction specifier, adjunct professor of building codes in construction technology department at NWACC. Over 20 years experience as a construction administrator and project manger. Retired Captain US Navy Civil Engineer Corps.
2. Why would you like to be considered for appointment to this commission or board?	My experience and qualifications I believe are a good match for service on this board. I'm semi retired but still teach and do some independent consulting. This is a way for me to give back to the community.
3. What do you hope to be able to contribute?	Particular insight into the building code and the Arkansas Fire Prevention Code, since that is what I teach.
4. Meeting Times	AGREED

(Section Break)

Qualifications for Serving

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

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

(Section Break)

Restrictions on Appointees

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

Agreement to Abide by Restrictions on Appointees	David S Cox
Date	4/25/2025

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	6/24/2025	**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 (VAC25-0015)
Action Recommendation & Justification:	Public Hearing and approval of Ordinance vacating a Street Right of Way located at Lots 16-20 of Mauck-Block Subdivision (VAC25-0015).
Additional Comments for Consideration (Optional):	
Amount for Approval:	$ 0

Budget Impact

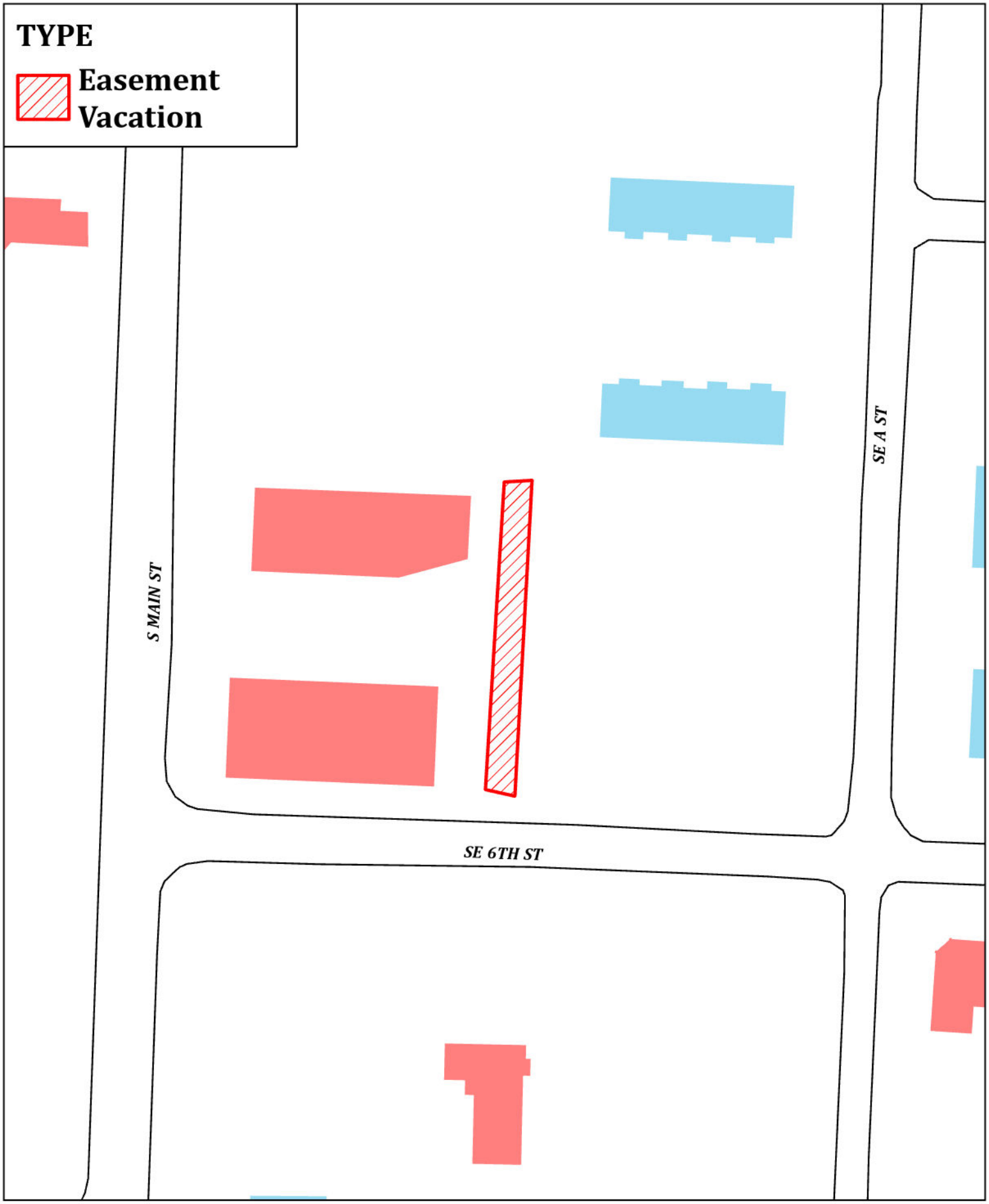
Is this Item Budgeted? ☐ YES ☐ NO ☐ ITEM HAS NO COST ☐ OTHER:_____

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

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

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

Budget Impact Notes for Consideration (Optional):



N
W E
S

VAC25-0015
Proposed Alley Vacation
540 SE A ST

ORDINANCE NO_____

AN ORDINANCE VACATING RIGHT OF WAY LOCATED AT LOTS 16-20 OF MAUCK-BLOCK SUBDIVISION THE CITY OF BENTONVILLE, ARKANSAS, BENTON COUNTY ARKANSAS (VAC25-0015); AND PROVIDING FOR AN EMERGENCY CLAUSE

WHEREAS, a petition was filed with the City Council of the City of Bentonville, Arkansas, by City of Bentonville. 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 14.83 FOOT WIDE PLATTED ALLEY ADJACENT TO THE WEST SIDE OF LOT 16, THE WEST SIDE OF THE WEST 20 FEET OF LOT 17, THE WEST SIDE OF THE WEST 20 FEET OF LOT 20, THE EAST SIDE OF LOT 18A, AND THE EAST SIDE OF LOT 19 OF MAUCK-BLOCK SUBDIVISION AS PER PLAT RECORD G-245 AND PLAT RECORD P1-75 IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF BENTON COUNTY, ARKANSAS.

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 14.83 FOOT WIDE PLATTED ALLEY ADJACENT TO THE WEST SIDE OF LOT 16, THE WEST SIDE OF THE WEST 20 FEET OF LOT 17, THE WEST SIDE OF THE WEST 20 FEET OF LOT 20, THE EAST SIDE OF LOT 18A, AND THE EAST SIDE OF LOT 19 OF MAUCK-BLOCK SUBDIVISION AS PER PLAT RECORD G-245 AND PLAT RECORD P1-75 IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF BENTON COUNTY, ARKANSAS.

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:	6/24/2025	**Submitted By:**	Tracy Billings
Phone:	479-696-0229	**For Department(s):**	Transportation
Email:	tbillings@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Resolution Setting a Public Hearing to Vacate a Right of Way (VAC25-0017)
Action Recommendation & Justification:	Approve Resolution to set a Public Hearing for July 8, 2025 to vacate a Right of Way located at 1410 SE 8th Street of Wal-Mart Subdivision 1 (VAC25-0017).
Additional Comments for Consideration (Optional):	
Amount for Approval:	$ 0

Budget Impact

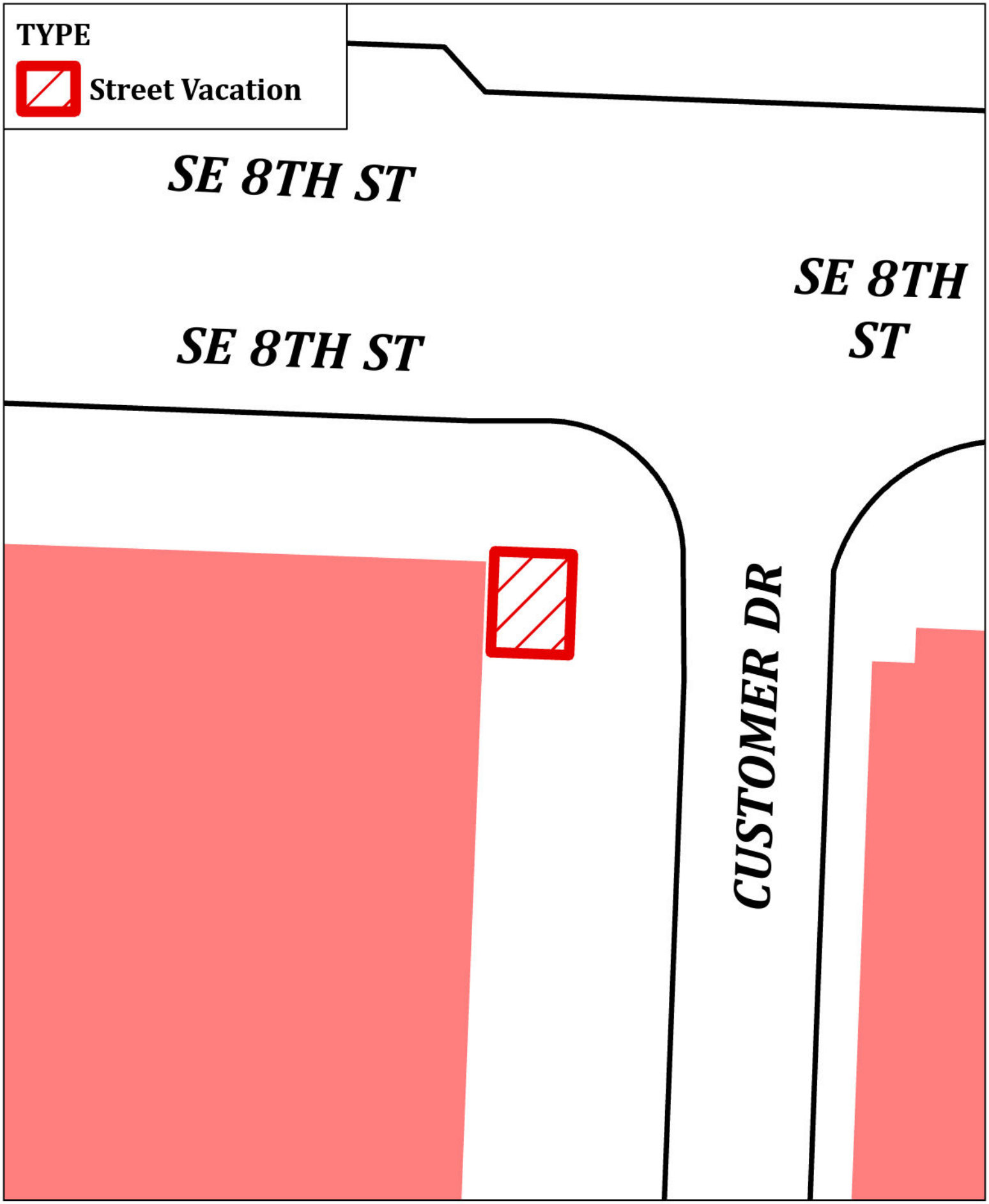
Is this Item Budgeted? ☐ **YES** ☐ **NO** ☐ **ITEM HAS NO COST** ☐ **OTHER:**_____

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

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

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

Budget Impact Notes for Consideration (Optional):



VAC25-0017
Proposed ROW Vacation
SE 8th Street WMC Window

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 Walmart requesting Right-of-Way Vacation (VAC25-0017) within the City of Bentonville, Arkansas be vacated, which said right of way is described as follows:

A part of the Right-of-Way of SE 8th Street per Plat Instrument #L202503017 and being described by metes and bounds as follows:

BEGINNING at a 5/8-inch rebar with cap LS1618 found at the Northerly Northeast Corner of Lot 1, Wal-Mart Campus Subdivision, Phase 10, per Plat Instrument #L202503017;
THENCE departing the North Line of said Lot 1, South 87°49'32" East, 14.50 feet;
THENCE South 02°10'27" West, 18.68 feet to said North Line;
THENCE along said North Line, North 87°49'32" West, 14.50 feet;
THENCE continuing along said North Line, North 02°10'27" East, 18.68 feet to the POINT OF BEGINNING containing 271 square feet, more or less.

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

NOW, THEREFORE, BE IT RESOLVED, by the City of Bentonville, Arkansas, that the petition to vacate the above described Right-of-Way is set for a hearing July 8, 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:	6/24/2025	**Submitted By:**	Daniel Clardy
Phone:	479-271-3130	**For Department(s):**	Transportation - 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:	Resolution Awarding Bid IFB-25-53 Asphalt Materials - Quarter 3
Action Recommendation & Justification:	Resolution to award bid IFB-25-53 to Emery Sapp & Sons, Inc. per the unit prices attached for the purchase of asphalt materials as required for street surface repairs and street resurfacing. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	Emery Sapp & Sons, Inc. was the lowest bid received. Due to price volatility in the crude oil market affects the cost of asphalt, the Purchasing and Compliance Department proposes to solicit and accept bids on at least a quarterly basis without the need for further approval of the City Council through calendar year 2025. The purchase of Asphalt Materials will be for use by the Street Department on an as needed basis through the end of 2025.
Amount for Approval:	$ 0

Budget Impact

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

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

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

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

Budget Impact Notes for Consideration (Optional):

CITY OF BENTONVILLE, ARKANSAS PURCHASING AND COMPLIANCE DEPARTMENT

FORMAL SEALED BID TABULATION

Date of Bid Opening:	6/10/2025	Time of Bid Opening:	1:30 PM	IFB-25-53

Solicitation Title: Asphalt Materials QTR 3

				Bidders:	APAC-Central, Inc.		Emery Sapp & Sons, Inc.		Grant Garrett Excavating, Inc.	
Line Item	Estimated Quantity	Unit of Measure	Description		Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	2000	Ton	ACHM 9.5MM Superpave PG 64 - 22 (NO RAS): per AHTD 2014 Specifications Section 407		82.12	$164,240.00	73.91	$147,820.00	$77.75	$155,500.00
2	2000	Ton	ACHM 12.5MM Superpave PG 64 - 22 (NO RAS): per AHTD 2014 Specifications Section 407		79.93	$159,860.00	72.56	$145,120.00	$73.44	$146,880.00
3	1	Lump Sum	Start Up Price for Plant – Estimated One (1) Event each year		$500.00	$500.00	$0.00	$0.00	$500.00	$500.00
4	1	Hour	Provider Delivery – Cost per Hour est. 12 hrs per day		$110.00	$110.00	$117.71	$117.71	$110.00	$110.00
				Total Bid Price	$324,710.00		$293,057.71		$302,990.00	

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

TABULATION VERIFICATION

[redacted]

Purchasing and Compliance Specialist

X [redacted]

Kelsi Frederick
Purchasing and Compliance Manager

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH EMERY SAPP & SONS, INC. FOR THE PURCHASE OF ASPHALT MATERIALS, PER THE UNIT PRICING, FOR USE BY THE STREET DEPARTMENT; AND FOR OTHER PURPOSES.

WHEREAS, Emery Sapp & Sons, Inc. is the lowest qualified bidder for bid IFB-25-53;

WHEREAS, this contract covers the purchase of asphalt material for the City of Bentonville Street Department; and

WHEREAS, this will be paid with budgeted funds on an as needed basis through the end of 2025.

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

Section 1: The Mayor and City Clerk are authorized to enter into a contract with Emery Sapp & Sons, Inc. for the purchase of asphalt material, per the unit pricing, on an as needed basis through the end of 2025;

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

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

PASSED and APPROVED this _____ day of _____, 2025.

APPROVED:

_____
STEPHANIE ORMAN, MAYOR

ATTEST:

_____
MALORIE MARRS, CITY CLERK

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	6/24/2025	**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:	Resolution Approving a Budget Adjustment for North Walton Boulevard at I-49 Signal Maintenance
Action Recommendation & Justification:	Resolution approving a budget adjustment for All Service Electric to perform required maintenance to the traffic signal at N. Walton Blvd and I-49. A budget adjustment is needed.
Additional Comments for Consideration (Optional):	The south side of the signalized intersection does not have ground wiring. Lightning strikes have resulted in the loss of equipment which also negates traffic signal coordination ability. Corrected ground wiring will minimize the potential for lost assests and maintain coordination. Requesting $19,750.00 be allocated from street fund reserves.
Amount for Approval:	**$** 19,750.00

Budget Impact

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

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

203810-44450	Pub Works by Proj Maint	$ 19,750.00	$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		$	$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		$	$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		$	$
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):

Quotation

All Service Electric Inc.
40 Years 1983–2023
HOT SPRINGS • ROGERS

182 WHITED FARM LANE
HOT SPRINGS, AR 71913
Phone (501) 767-8424 FAX (501) 767-8404

DATE May 23, 2025
Quotation # 1
Customer ID BVIL

Quote To:
Rob Kintz & Stuart Hayes
City of Bentonville

Quotation valid until: June 23, 2025
Prepared by: Shane Chamness

Quote for: I-49 and Hwy.71 SPUI

Please accept the following quote for your consideration.

Description	AMOUNT
This quote covers replacing two bad camera wires to the two cameras mounted on the south side of the I-549 bridge. Adding a grounding conductor to both cameras from existing grounding rod at the pull box by the controller cabinet. Ground each camera to spec. Replace the two d-cam boards supplied by the city at both camera locations. Ground the other two cameras on the south side of bridge mounted on separate poles to spec. Price for traffic control with lane closures during the hours of 12:00 a.m. to 5:00 a.m.	$ 19,750.00
This quote covers all material, machinery, labor, traffic control and incidentals to complete the project. The city to supply new d-cam boards. Warranty of one year after work completed and only covers items supplied by ASE.	
	$19,750.00

Please contact me with any questions at 501-620-3215

Sincerely,

Shane Chamness
501-620-3215
shane@ase-ar.com

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH ALL SERVICE ELECTRIC, IN THE AMOUNT OF NINETEEN THOUSAND SEVEN HUNDRED FIFTY DOLLARS ($19,750.00), FOR SIGNAL LIGHT MAINTENANCE; AMENDING THE 2025 BUDGET TO FUND THIS PURPOSE; AND FOR OTHER PURPOSES.

WHEREAS, the South side of the signalized intersection does not have ground wiring, leading to lighting strikes resulting in the loss of equipment which also negates traffic signal coordination ability;

WHEREAS, corrected ground wiring will minimize the potential for lost assets and maintain coordination; and

WHEREAS, a budget adjustment is necessary.

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

Section 1: The Mayor and City Clerk are hereby authorized to enter into a contract with All Service Electric, to perform required maintenance to the traffic signal at N. Walton Blvd and I-49, in an amount not to exceed nineteen thousand seven hundred fifty dollars ($19,750.00);

Section 2: The 2025 Budget is hereby adjusted to appropriate nineteen thousand seven hundred fifty dollars ($19,750.00) from Street Fund Reserves to Account #203810-44450 - Public Works by Project Maintenance;

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

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

PASSED 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:	6/24/2025	**Submitted By:**	Jerry Walls
Phone:	479-271-7183	**For Department(s):**	Utility Billing and Collections Department
Email:	Jwalls@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-25-49 Solid Waste and Recycling Services to Cards NWA, LLC
Action Recommendation & Justification:	Resolution to award bid IFB-25-49 Solid Waste and Recycling Services to Cards NWA, LLC per the unit prices attached. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	Cards NWA, LLC was the lowest qualified and responsible bidder. The agreement will be for a five (5) year contract term with an option to extend for one (1) additional five (5) year term, upon mutually written agreement via amendment.
Amount for Approval:	$

Budget Impact

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

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

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

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

Budget Impact Notes for Consideration (Optional):

M E M O R A N D U M

DATE: June 24, 2025

TO: **City Council, Mayor Orman**

FROM: Jerry Walls, Utility Billing Manager

RE: **Award Bid for Solid Waste & Recycling Contract, IFB-25-49**

Utility Billing recommends awarding the Solid Waste and Recycling contract to the lowest, qualifying bid received from CARDS NWA, LLC.

The current Solid Waste and Recycling contract was awarded in 2012 as a five-year contract that received a five-year extension in 2017, and a three-year extension in 2022. This most recent extension expires on September 30, 2025. The City published IFB-25-49 to competitively bid the Solid Waste and Recycling hauler contract. There were three bids received and CARDS NWA, LLC was the most competitive price. The estimated annual savings of this five-year contract are $1,369,183.68. This savings equates to a monthly savings of $4.34 per household.

CITY OF BENTONVILLE, ARKANSAS PURCHASING AND COMPLIANCE DEPARTMENT

FORMAL SEALED BID TABULATION

Date of Bid Opening:	6/10/2025	Time of Bid Opening:	1:30 PM	IFB-25-49

Solicitation Title: Solid Waste and Recycling Services

Bidders:					WM		Allied Services, LLC DBA Republic Services of Bella Vista		Cards NWA, LLC	
Line Item	Estimated Quantity	Estimated Weekly Frequency (Dumpsters Only)	Estimated Yards x Frequency x 4.33 (Dumpsters Only)	Description	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	21,013	[redacted]		Residential Trash and Recycling Cart Combo	$20.56	$432,027.28	$15.89	$333,896.57	$12.59	$264,553.67
2	547			Additional Residential Trash Cart	$10.28	$5,623.16	$7.00	$3,829.00	$5.94	$3,249.18
3	54			Additional Residential Recycle Cart	$10.28	$555.12	$0.00	$0.00	$5.94	$320.76
4	512			Commercial Trash Cart	$25.61	$13,112.32	$25.00	$12,800.00	$17.81	$9,118.72
5	192			Commercial Recycling Cart	$20.49	$3,934.08	$25.00	$4,800.00	$15.98	$3,068.16
6	86			Commercial Additional Trash Cart	$12.81	$1,101.66	$10.00	$860.00	$9.59	$824.74
7	73			Commercial Additional Recycle Cart	$10.25	$748.25	$10.00	$730.00	$9.59	$700.07
8	250	397	3,438	Commercial 2-yard Solid Waste Dumpster	$6.25	$21,487.63	$5.67	$19,493.57	$5.01	$17,224.48
9	285	324	5,612	Commerical 4-yard Solid Waste Dumpster	$6.25	$35,073.00	$5.67	$31,818.23	$5.01	$28,114.52
10	325	462	12,003	Commerical 6-yard Solid Waste Dumpster	$6.25	$75,017.25	$5.67	$68,055.65	$5.01	$60,133.83
11	400	882	30,552	Commerical 8-yard Solid Waste Dumpster	$6.25	$190,953.00	$5.67	$173,232.56	$5.01	$153,067.92
12	60	64	554	Commerical 2-yard Recycling Dumpster	$6.00	$3,325.44	$4.85	$2,688.06	$4.34	$2,405.40
13	17	17	294	Commerical 4-yard Recycling Dumpster	$6.00	$1,766.64	$4.85	$1,428.03	$4.34	$1,277.87
14	35	36	935	Commerical 6-yard Recycling Dumpster	$6.00	$5,611.68	$4.85	$4,536.11	$4.34	$4,059.12
15	75	80	2,771	Commerical 8-yard Recycling Dumpster	$6.00	$16,627.20	$4.85	$13,440.32	$4.34	$12,027.01
				Total Bid Price	$806,963.71		$671,608.11		$560,145.44	
Miscellaneous Services (not included in total bid price)					**Annual Billing Rate**					
1	1,000		Yard Waste (subscription service) - 96 Gal. Cart		$130.00		$136.00		$142.36	

**Cards NWA, LLC Bid Pricing was negotiated to remove sales tax per Arkansas State Statute §19-11-229, which allows negotiation with the lowest responsive and responsible bidder when additional savings may result.*

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

TABULATION VERIFICATION

[redacted]
Purchasing and Compliance Specialist

X [redacted]
Kelsi
Purchasing and Compliance Manager

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH CARDS NWA, LLC PER THE UNIT PRICES; AND FOR OTHER PURPOSES.

WHEREAS, Cards NWA, LLC. is the lowest qualified bidder for bid IFB-25-49;

WHEREAS, this contract covers solid waste and recycling services;

WHEREAS, the term of the contract would be for a five (5) year term with an option to extend for one (1) additional five (5) year term, upon mutual written agreement via amendment; and

WHEREAS, no budget adjustment is needed.

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

Section 1: The Mayor and City Clerk are authorized to enter into an agreement with Cards NWA, LLC. for a five (5) year term with an option to extend for one (1) additional five (5) year term upon mutual written agreement via amendment, per the unit prices;

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

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

PASSED and APPROVED this _____ day of _____, 2025.

APPROVED:

_____
STEPHANIE ORMAN, MAYOR

ATTEST:

_____
MALORIE MARRS, CITY CLERK

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	6/24/2025	**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 to Accept Rate Design and Campus Billing per UFS's Recommendation
Action Recommendation & Justification:	An ordinance to accept the recommendations from UFS concerning the proposed electric rate changes and establishing the campus billing per UFS's recommendations. Utility Board approved this 4-0 at the June 3, 2025, meeting. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	Changes go into affect with bills due on or after August 1, 2025.
Amount for Approval:	$

Budget Impact

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

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

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

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

Budget Impact Notes for Consideration (Optional):

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ELECTRIC RATE SCHEDULE, DECLARING AN EMERGENCY, AND FOR OTHER PURPOSES

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

Section 1: That the following electric rate schedules be adopted and the rate schedules contained in Ordinance [2000-20, 2000-160, 2005-183, 2008-38, 2008-88, 2009-73, 2015-122, and 2021-218] be amended accordingly:

Schedule R-2025 – Residential Service

Applicable to residential customers for all domestic users.

	2025	2026	2027
Facilities Charge	$15.70/month	$17.20/month	$18.70/month
Winter Block	$0.09135	$0.09002	$0.08869
Summer Block	$0.10875	$0.10717	$0.10559
Minimum Bill	$15.70/month	$17.20/month	$18.70/month

Schedule SC-2025 – Small Commercial Service

Available to commercial customers and multiple-family dwelling for all general purposes when the demand is **less than 50 kW**.

	2025	2026	2027
Facilities Charge	$22.80/month	$25.80/month	$28.80/month
Winter Block	$0.09591	$0.09470	$0.09349
Summer Block	$0.11700	$0.11553	$0.11405
Minimum Bill	$22.80/month	$25.80/month	$28.80/month

Schedule MC – 2025 – Medium Commercial Service

Available to commercial customers and multiple-family dwelling for all general purposes when the demand is **more than 50 kW but less than 200 kW**.

	2025	2026	2027
Facilities Charge	$40.00/month	$55.00/month	$70.00/month
Demand Charge per month (All kW)	$10.35	$11.35	$12.35
Energy Charge (Winter: Nov. - April)	$0.0593	$0.05592	$0.05254
Energy Charge (Summer: May - Oct.)	$0.06300	$0.05941	$0.05582
Minimum Bill (25 kW)	$298.75/month	$338.75/month	$378.75/month

Schedule LP – 2025 – Large Commercial Power Service

Available to commercial customers and multiple-family dwelling for all general purposes when the demand is **more than 200 kW**.

	2025	2026	2027
Demand Charge (All kW)	$8.75	$9.25	$9.75
Consumption Charge (all excess use)	$0.06327	$0.06202	$0.06077
Minimum Bill (100 kW)	$875/month	$925/month	$975/month

Primary Metered Customers are eligible to receive a 3% discount on energy charges.

Schedule PA-2025 – Power Cost Adjustment Rider

The electric portion of the utility bill includes a line item for the Power Cost Adjustment (PCA). The PCA is primarily due to the monthly fluctuation in costs to generate and deliver the electricity by the Utility's power provider (SWEPCO). These fluctuating costs are not included in rates and passed through to the customer. The utility does not make additional revenue from the PCA.

The ¢/kWh value is the "base cost" for the PCA adjustment and shall be set at $0.0709.

Schedule NM -2025 – Net Metering

Available to customers who meet the Net Metering requirements in Ordinance 2024-98.

	2025	2026	2027
Residential			
Energy Charge (Winter: Nov - April)	($0.05715)	($0.05715)	($0.05715)
Energy Charge (Summer: May - Oct.)	($0.05715)	($0.05715)	($0.05715)
Small Commercial (< 50kW)			
Energy Charge (Winter: Nov - April)	($0.05715)	($0.05715)	($0.05715)
Energy Charge (Summer: May - Oct.)	($0.05715)	($0.05715)	($0.05715)
Medium Commercial (> 50kW; < 200kW)			
Energy Charge (Winter: Nov. - April)	($0.05715)	($0.05715)	($0.05715)
Energy Charge (Summer: May - Oct.)	($0.05715)	($0.05715)	($0.05715)
Large Commercial (> 200kW)			
Energy Charge (Winter: Nov. - April)	($0.05715)	($0.05715)	($0.05715)
Energy Charge (Summer: May - Oct.)	($0.05715)	($0.05715)	($0.05715)

a) Net metering credit is multiplied by the energy generated by the customer up to a maximum of the customer's total usage in the billing period. No credit is provided for demand usage or demand charges.

Schedule CB – 2025 - Campus Billing

For Large Power Customers that utilize multiple meters at primary voltage, they will be set up on a Campus Billing Rate. The primary and secondary meters will have the demand aggregated monthly and be billed the highest demand for that month. The energy component will be totaled for both meters per month. There will also be a capacity charge for the secondary feed charged monthly. It will be calculated by the previous year's peak demand multiplied by $0.43.

Schedule EV – 2025 – Electric Vehicle Charger Billing

Available to separately metered charging stations with less than 2500 kVA transformer.

	2025	2026	2027
Facilities Charge - Single Phase	$55.00/month	$55.00/month	$70.00/month
Facilities Charge - Three Phase	$200.00/month	$200.00/month	$255.00/month
Demand Charge per month (All kW)	$4.71	$4.71	$4.71
Energy Charge	$0.08120	$0.08120	$0.08100

Section 2: Schedules shall be in effect for all bills due on or after **August 1st, 2025**. The above and foregoing Ordinance was passed, approved, and adopted the _____ day of _____, 2025 at a regular meeting of the City Council of the City Of Bentonville, Arkansas.

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.

APPROVED:

_____
STEPHANIE ORMAN, MAYOR

ATTEST:

_____
MALORIE MARRS, CITY CLERK

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	6/24/2025	**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 to Establish Line Extension Policy per UFS's Recommendation
Action Recommendation & Justification:	An ordinance to accept the recommendations from UFS establishing the line extension policy and maximum Bentonville contribution per development. Utility Board approved this 4-0 at the June 3, 2025, meeting. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	Changes go into affect with any project submitted to the City of Bentonville after September 1st, 2025.
Amount for Approval:	$

Budget Impact

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

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

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

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

Budget Impact Notes for Consideration (Optional):

BEUD Line Extension Policy

I. Objectives:

To provide a method by which City of Bentonville – Electric Department will extend electric lines and facilities to serve Applicants that have made a written application for electric service within the retail service area of the City of Bentonville – Electric Department.

II. Policy Content:

A. In the event that upgrading, construction, or extension of facilities is required to provide service to the Applicant, the City of Bentonville – Electric Department will furnish the facilities required but not to exceed a cost greater than the allowable construction credit established for the service classification being applied for, unless the Applicant makes an in-aid-to-construction contribution.

B. The estimated construction investment shall include the costs of materials, equipment, engineering and labor, including administration overheads, fringe benefits, and the costs of service transformers and metering equipment, needed to complete the construction for service to the Applicant. The estimated construction investment will include only the non-betterment costs of the construction required to provide service to the Applicant. A non-betterment cost excludes the costs of replacement or addition of facilities solely for the benefit and at the election of the City of Bentonville – Electric Department.

C. Where the estimated construction investment exceeds the established allowable construction credit, the City of Bentonville – Electric Department will receive from the Applicant an "In-Aid-To-Construction" contribution. The in-aid-to-construction contribution will be determined as the monetary difference of the non-betterment portion of the estimated construction investment less the allowable construction credit established by this policy.

D. The allowable construction credits established by this policy are as follows:

i. The service furnished to a customer of the City of Bentonville – Electric Department is subject to the following maximum contributions to serve the load. Costs in excess of the amounts listed below are subject to an in aid to construction contribution.

Customer Class	Maximum Utility Investment per Customer	Basis	Note
Residential	$ 2,605	Lot	Note One
Residential Development (3 Years)	2,197	Lot	Note One
Residential Development (5 Years)	1,295	Lot	Note One
Small Commercial	0.136	Annual kWh's	Note Two
Mid-Commercial	30.07	Annual kW demand billing	Note Three
Large Commercial	16.28	Annual kW demand billing	Note Three
Large Commercial - Primary	12.59	Annual kW demand billing	Note Three

Note One – Maximum investment per lot (residential) or lots (residential development) served in residential development. Length of time to development fulfillment will be decided upon by the Utility department.

Note Two – Estimated annual kWh of the new customer multiplied by the kWh rate from table above.

Note Three – Estimated annual kW of billing demands multiplied by the kW demand billing rate that corresponds to the customers rate class.

ii. Customers who make connections under this policy are required to sign a five year contract with the City of Bentonville – Electric Department for service under the proposed rate. Customers are not allowed to change rates during the five year period without prior approval of the City of Bentonville – Electric Department. The City of Bentonville – Electric Department may assess a charge equal to the difference between the amount of time serviced under the rate and the remaining time on the five year contract:

For Example: If the initial cost of connection was $1,500.00 and customer disconnects after four years, the following charge will be assessed:

1/5 times 1,500.00 = $300.00 charge to the customer

iii. Customers with an existing service who are requesting an upgrade of the facilities to serve additional load, the City of Bentonville – Electric Department will contribute the following amounts based on the additional (new) load.

(Amount times the estimated annual usage of new load)

a. Residential $0.213 per annual kWh's of estimated sales
b. Residential Development (3 years) $0.180 per annual kWh's of estimated sales
c. Small Commercial $0.136 per annual kWh's of estimated sales
d. Medium Commercial $30.07 per KW X total annual kW
e. Large Commercial $16.28 per KW X total annual KW
f. Large Commercial – Primary $12.59 per KW X total annual KW

E. *A development period of five (5) years will apply to all extensions which require an in-aid-to-construction contribution. This five year development period will commence with the date service is first supplied to the Applicant. If, during this five year period one or more additional service applications, or an upgrade in use that includes a residence, are requested to be served from the line extension, the in-aid-to-construction contribution will be recalculated to include the additional Applicants or the upgrade in use to a residence. If the recalculated contribution(s) is determined to be less, the City of Bentonville – Electric Department will refund the pro-rata difference.*

F. Customers with projected loads greater than 5.0 MW or existing customers adding additional load greater than 5.0 MW may be reviewed on an individual basis.

III. Responsibility

A. The General Manager of the City of Bentonville – Electric Department shall be responsible for the periodic review of this program to determine if the policy continues to meet the objectives of the City of Bentonville – Electric Department.

Date Adopted:

ORDINANCE NO. _____

AN ORDINANCE ADOPTING A LINE EXTENSION POLICY FOR THE ELECTRIC DEPARTMENT OF THE CITY OF BENTONVILLE; PROVIDING FOR THE EMERGENCY CLAUSE; AND FOR OTHER PURPOSES.

WHEREAS, the City of Bentonville owns and operates a municipal electric utility to provide safe and reliable electric service to its residents and businesses, and

WHEREAS, it is in the best interest of the City to establish a uniform and equitable policy governing the extension of electric lines to serve new customers, and

WHEREAS, a written Line Extension Policy has been prepared by BEUD and reviewed by the Mayor and City Council.

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

Section 1: The City of Bentonville hereby adopts the BEUD Line Extension Policy as the official policy governing the extension of electric lines to new service locations within and, when authorized, outside the City's service territory.

Section 2: The purpose of the BEUD Line Extension Policy is to establish clear guidelines and standards to determine when and how the City will construct and extend electric lines to serve new customers, and to allocate the associated costs in a fair and consistent manner.

Section 3: Three (3) copies of the BEUD Line Extension Policy shall be kept on file with the City Clerk and shall be available for public inspection during normal business hours. The policy may be amended from time to time by resolution of the City Council.

Section 4 - Emergency Clause: It is hereby found and declared that an emergency exists due to the need to establish clear rules for electric service extensions to accommodate growth and protect the interests of the City and its customers, therefore, this Ordinance shall be in full force and effect immediately upon its passage and approval.

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

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

PASSED this _____ day of _____, 2025.

APPROVED:

ATTEST:

_____
Stephanie Orman, MAYOR

_____
Malorie Marrs, CITY CLERK

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	6/24/2025	**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:	Resolution Approving a Budget Adjustment for a Drone Purchase from Granite Defense Technologies
Action Recommendation & Justification:	A budget adjustment $32,769.34 reallocating existing funds within Acct 72-10 to purchase a drone to assist BEUD personnel with troubleshooting (infrared camera), inspections, reconnaissance, and general pictures. The drone will be purchased from a city approved cooperative purchasing website. Utility Board approved 5 - 0. A budget adjustment is needed, but will have a zero impact to the bottom line.
Additional Comments for Consideration (Optional):	
Amount for Approval:	$ 32,769.34 (includes 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
503010-47210	Plants and Building	$ (32,769.34)	$
503010-47410	Machinery and Equipment	$ 20,617.78	$
503010-44440	Machine/Equipment Maintenance	$ 5,690.18	$
503010-43410	Professional Services/Other	$ 6,461.38	$

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

Budget Impact Notes for Consideration (Optional):

GRANITE DEFENSE TECHNOLOGIES

Quote #:	**Q-00066**
Created Date:	10/15/2024, 2:42 PM
Expiration Date:	6/13/2025
Prepared By:	Hayden Prentice
Prepared By Email:	hayden.prentice@granitedefense.com
Prepared By Phone:	+1 8322877763

Account: Bentonville, AR UTILITIES (1) X10
Address:

Contact:
Phone:
Email:

DIR-CPO-4768

Hardware + Perpetual Software

Product Code	Product Name	QTY	Term (months)	List Price	Discount	Unit Price	Total(USD)
DR4E1BS2VZG0000NA	Skydio X10 Starter Kit [1 Battery] (2.4/5 GHz, 5G/ LTE Ready: T-Mobile Ready, Visible Light) NA + VT300-Z	1.00		$15,726.40	2.26	$15,370.98	$15,370.98
DR4ACCBATR	Skydio Battery for X10 [Advanced Reservation]	2.00		$369.00	2.26	$360.66	$721.32
DR4ATTSWNAV	Skydio NightSense with Visible Light Attachment for X10	1.00		$2,800.00	2.26	$2,736.72	$2,736.72
						Hardware + Perpetual Software Subtotal:	$18,829.02

Cloud Based Software

Product Code	Product Name	QTY	Term (months)	List Price	Discount	Unit Price	Total(USD)
SWFMDR4	Skydio Fleet Manager for X10	1.00	36	$120.00	2.26	$351.86	$351.86
						Cloud Based Software Subtotal:	$351.86

Training

Product Code	Product Name	QTY	Term (months)	List Price	Discount	Unit Price	Total(USD)
TRN113NADR4	Skydio X10 Blended Training	1.00		$5,605.00	1.00	$5,548.95	$5,548.95
						Training Subtotal:	$5,548.95

Support

Product Code	Product Name	QTY	Term (months)	List Price	Discount	Unit Price	Total(USD)
CEDR45G300Z3YRNA	Skydio Care for X10 with Cellular 5G + VT300-Z, 3-year	1.00	36	$5,249.00	1.00	$5,196.51	$5,196.51
						Support Subtotal:	$5,196.51

Totals

Total Price	$29,926.34
Tax	TBD
Shipping	
Grand Total	$29,926.34

Terms and Conditions

***** Due to current Tariff activity prices all quotes are valid for 30 days only *****

***** To "turn on" the cellular function of the X10 a cellular plan data sold by Skydio is required *****

PRICING INFORMATION

All prices are displayed in USD. Product, available inventory, additional fees and pricing data are updated frequently and may change without notice.

RETURNS

All sales of UAV systems are final. Returns of unopened items in the original packaging are subject to a 20% restocking fee.

Exhibit A:Product Descriptions and Definitons

Product-Name	Description
Skydio X10 Starter Kit [1 Battery] (2.4/5 GHz, 5G/ LTE Ready: T-Mobile Ready, Visible Light) NA + VT300-Z	Starter Kit includes one (1) Skydio X10 Vehicle with Sensor Package (2.4/5 GHz, 5G/LTE Ready, Visible Light) NA + VT300-Z, one (1) Enterprise Controller, one (1) Case, two (2) wall adapters, one (1) set additional propellers, two (2) 256 GB micro SD cards, one (1) battery, and one (1) dual charger. Includes one (1) subscription to Skydio Autonomy Drone Software that allows the drone to see, understand, and act upon the world. License is perpetual and non-transferable. Data sold separately.
Skydio Battery for X10 [Advanced Reservation]	One (1) battery for Skydio X10 when available. Reserved with 100% deposit.
Skydio NightSense with Visible Light Attachment for X10	Skydio NightSense for X10 includes access to advanced autonomy functionality in no and low light situations. Includes one (1) perpetual license and one (1) visible light spectrum active illumination attachment that can be carried by the Skydio X10.
Skydio Fleet Manager for X10	One (1) subscription to Skydio Fleet Manager for X10 includes access to Skydio Fleet Manager for tracking fleet usage. Includes live streaming of video to a single user. Includes one (1) subscription to Skydio Model Viewer, which allows the user of Fleet Manager to view 3D models from the browser.
Skydio X10 Blended Training	Self-paced online training course on the operation of Skydio X10, the Skydio Enterprise App, and Skydio software via the Skydio LMS, followed by one (1) day of in-person live flight training in the field. For up to four (4) students. Participants will receive a course completion certificate upon the successful completion of this training. Travel and lodging costs are included in this price.
Skydio Care for X10 with Cellular 5G + VT300-Z, 3-year	Skydio Care for X10 with Cellular 5G + VT300-Z, 3-year includes bundled Care for the Skydio X10 with Cellular 5G and the VT300-Z Sensor Package. Skydio Care for X10 with Cellular 5G (3yr plan) includes: (a) three (3) Damage Replacement with advance shipment and up to one (1) Lost Drone Replacement with advance shipment. Skydio Care for VT300-Z (3yr plan) includes: (a) three (3) Damage Replacement with advance shipment and up to one (1) Lost Sensor Package Replacement with advance shipment. In either event, Customer will be charged the full cost of the replacement sensor package if Skydio fails to receive payment of associated replacement fees (covered in T&C) within thirty (30) days of the shipment.

Special Terms

Customer acknowledges and agrees that any SaaS Services provided under this Order Form will be hosted in the United States.

Skydio Terms and Conditions

Skydio's sale of the products and services in this quote will be subject to Skydio's standard terms and conditions, which can be found at https://www.skydio.com/legal, and transacted on an Order Form to be provided by Skydio. This quote is for Customer's budgetary purposes only. Unless an alternate contracting method has been pre-approved by Skydio, Skydio will not accept a purchase order that purports to accept this quote or offer to purchase products and services below without a signed Skydio Order Form.

Certain items in this order may be subject to certification requirement(s) under United States federal and/or state law. Skydio's delivery of any such item within the United States is contingent upon completion of applicable US-based certification processes. Skydio shall bear sole responsibility for, and will provide a full refund to Customer for any items for which Skydio is unable to obtain applicable US-based certification. The foregoing is inapplicable to items purchased for export from the United States.

With respect to any geographic location into which Customer will import the Products or Services, Customer represents and warrants that it has all necessary licenses, waivers, or other regulatory approvals necessary in order to import and operate the Products and Services. Customer is solely responsible for any costs, fees, penalties, judgments or other liabilities arising from Customer's import, export, transfer or operation of the Products or Services outside the Authorized Territory.

The License Term Start Date will be thirty (30) days after Skydio's acceptance of this Order Form. In the event Advanced Software Package(s) procured herein cannot be provisioned on or before the Start Date, (for example, because one or more hardware units is pending availability), all License Term(s) under this Order Form will automatically be extended by the number of days between the Start Date and the Deferred Activation Date of 10/29/2025 the License Term(s) thus will be equal to or longer than the originally procured License Term(s).

RESOLUTION NO. _____

A RESOLUTION AMENDING THE 2025 BUDGET FOR THE PURCHSE OF A DRONE FROM GRANITE DEFENSE TECHNOLOGIES FOR THIRTY-TWO THOUSAND SEVEN-HUNDRED SIXTY-NINE DOLLARS AND THIRTY-FOUR CENTS ($32,769.34); AND FOR OTHER PURPOSES.

WHEREAS, BEUD is requesting to reallocate existing funds in order to purchase a drone to assist BEUD personnel with troubleshooting via an infrared camera, inspections, reconnaissance, and general pictures.

WHEREAS, said purchase will be from a City approved cooperative purchasing website.

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

Section 1: The Mayor and City Clerk are hereby authorized to enter into a contract with Granite Defense Technologies in order to purchase a drone in an amount not to exceed Thirty-Two Thousand Seven-Hundred Sixty-Nine Dollars and Thirty-Four Cents ($32,769.34).

Section 2: The 2025 Budget is hereby adjusted to appropriate Six-Thousand Four-Hundred Sixty-One Dollars and Thirty-Eight Cents ($6,461.38) from Account 503010-43410 – Professional Services/Other and to appropriate Five-Thousand Six-Hundred Ninety Dollars and Eighteen Cents ($5,690.18) from Account 503010-44440 – Machine/Equipment Maintenance and to appropriate Twenty-Thousand Six-Hundred Seventeen Dollars and Seventy-Eight Cents ($20,617.78) from Account 503010-47410 – Machinery and Equipment into Account 503010-47210 – Plants and Building for a total of Thirty-Two Thousand Seven-Hundred Sixty-Nine Dollars and Thirty-Four Cents ($32,769.34).

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

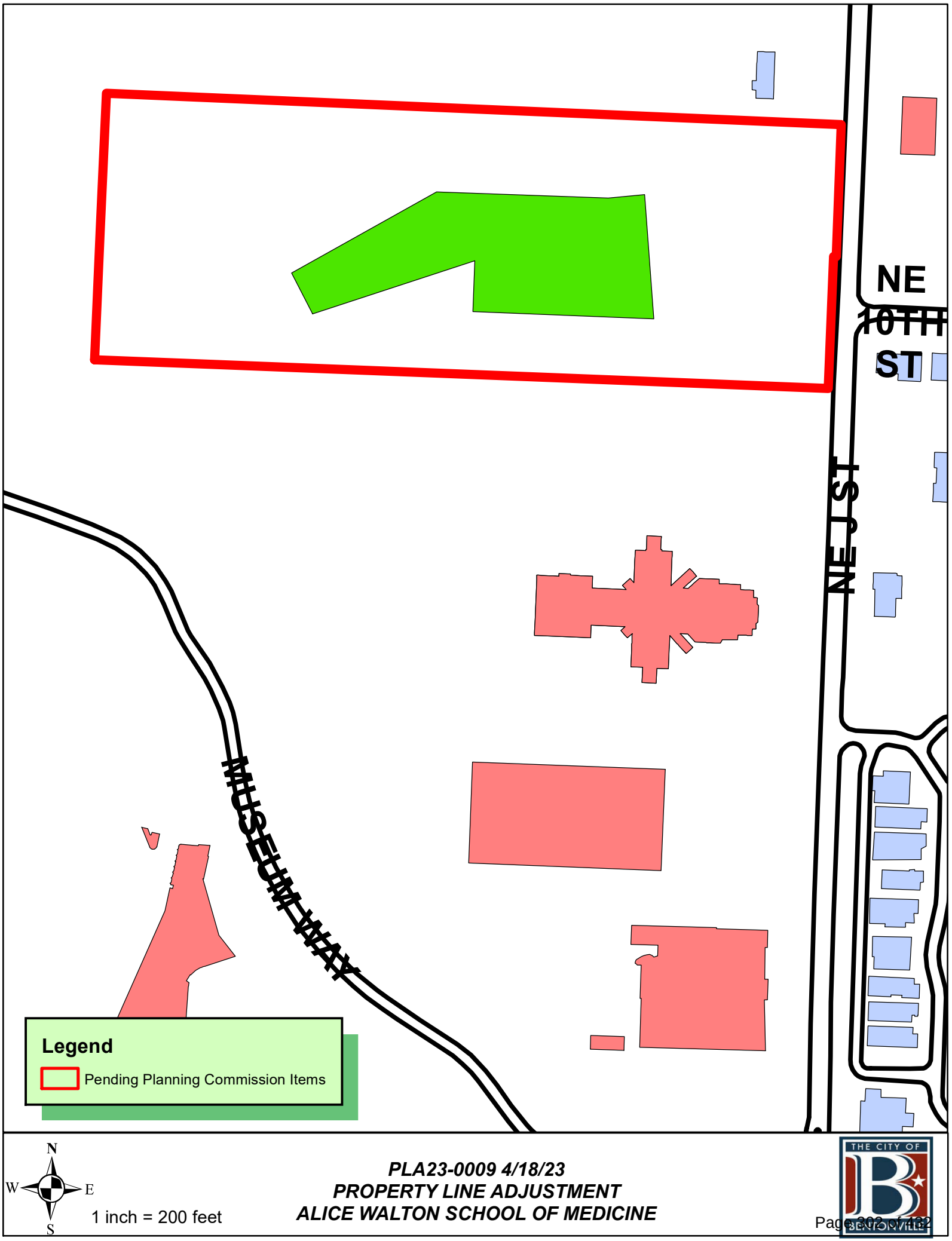
Consent Agenda Item

For the City Council meeting on June 24, 2025

Details

Property Line Adjustment: Lots 1 and 2 of Deeble Addition and Parcel 01-00349-000, Creating Lot 1, of AWSOM Lands Subdivision. 1001 Northeast J Street, C-3, Mixed-Use Commercial, PLA23-0009.

A Property Line Adjustment of Lots 1 and 2 of Deeble Addition and Parcel 01-00349-000, Creating Lot 1 of AWSOM Lands Subdivision. The plat is dedicating a .049 acre utility easement and 0.24 acres of right-of-way along NE J Street on the west side of the lot.


NE 10TH ST
NE 1ST
MUSEUM WAY
Legend
Pending Planning Commission Items
N
W
E
S
1 inch = 200 feet
PLA23-0009 4/18/23
PROPERTY LINE ADJUSTMENT
ALICE WALTON SCHOOL OF MEDICINE
THE CITY OF BENTONVILLE

PROPERTY LINE ADJUSTMENT FOR TRACTS 1 & 2 OF DEEBLE ADDITION AND PARCEL 01-00349-000 CREATING NEW SUBDIVISION "AWSOM LANDS" LOT 1 BENTONVILLE, ARKANSAS

TRACTS 1 & 2 OF DEEBLE ADDITION AND PARCEL 01-00349-000 DESCRIPTION PER GENERAL WARRANTY DEED L202024161:

PART OF THE NE 1/4 OF THE NW 1/4 OF SECTION 29, TOWNSHIP 20 NORTH, RANGE 30 WEST, BENTONVILLE, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NW CORNER OF TRACT 2 OF THE DEEBLE ADDITION TO THE CITY OF BENTONVILLE; THENCE N 00°28'46" E ALONG THE WESTERLY LINE OF SAID NE 1/4 OF THE NW 1/4 FOR 234.29 FEET TO A FOUND IRON PIN; THENCE S 89°39'57" E 1316.34 FEET TO THE EASTERLY LINE OF SAID NE 1/4 OF THE NW 1/4; THENCE S 00°00'11" W ALONG SAID EASTERLY LINE FOR 230.73 FEET; THENCE N 89°49'14" W ALONG THE NORTHERLY LINE OF SAID DEEBLE ADDITION FOR 1318.28 FEET TO THE POINT OF BEGINNING. SUBJECT TO THE RIGHT OF WAY OF N.E. J STREET ALONG THE EAST SIDE THEREOF.

LESS AND EXCEPT THAT PORTION DEEDED TO THE CITY OF BENTONVILLE FILED IN DEED BOOK 2004 AT PAGE 28475, BEING DESCRIBED AS PART OF THE NE 1/4 OF THE NW 1/4 OF SECTION 29, TOWNSHIP 20 NORTH, RANGE 30 WEST, BENTON COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NE CORNER OF DEEBLE ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS AS RECORDED PLAT BOOK 21 AT PAGE 223 OF THE RECORDS OF BENTON COUNTY, SAID POINT BEING ON THE EAST LINE OF THE NE 1/4 OF THE NW 1/4 OF SAID SECTION 29 AND THE SE CORNER OF PROPERTY DESCRIBED IN DEED BOOK 02 AT PAGE 31620; THENCE N 87°42'56" W (N 89°49'14" W RECORD) ALONG THE SOUTH LINE THEREOF 35.86 FEET; THENCE LEAVING SAID SOUTH LINE, N 02°07'48" E 110.12 FEET; THENCE N 02°31'25" E 120.71 FEET TO THE NORTH LINE THEREOF; THENCE S 87°33'38" E (S 89°39'57" E RECORD) ALONG THE NORTH LINE THEREOF 36.30 FEET TO THE NE CORNER OF SAID PROPERTY; THENCE S 02°26'38" W (S 00°00'11" W RECORD) ALONG THE EAST LINE THEREOF 230.73 FEET TO THE POINT OF BEGINNING, CONTAINING 8,373 SQUARE FEET, MORE OR LESS.

AND

TRACT 2, DEEBLE ADDITION, BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN IN PLAT RECORD BOOK "21" AT PAGE 223.

AND

TRACT 1, DEEBLE ADDITION, BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN IN PLAT RECORD 21, PAGE 223.

AWSOM LANDS LOT 1 DESCRIPTION PER THIS PLAT:

OVERALL PROPERTY DESCRIPTION OF TRACTS 1 & 2 OF DEEBLE ADDITION AND PARCEL 01-00349-000, CREATING NEW SUBDIVISION "AWSOM LANDS" LOT 1, IN THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHWEST QUARTER (NW 1/4), SECTION 29, TOWNSHIP 20 NORTH, RANGE 30 WEST, BENTONVILLE, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING (POB) AT A FOUND IRON PIN, SAID IRON PIN ACCEPTED AND USED AS THE SOUTHWEST CORNER OF SAID NE 1/4;
THENCE ALONG THE WEST LINE OF SAID NE 1/4, N02°33'06"E, 230.80 FEET TO A FOUND IRON PIN;
THENCE CONTINUING ALONG SAID WEST LINE, N02°36'46"E, 234.40 FEET TO A FOUND IRON PIN;
THENCE LEAVING SAID WEST LINE, S87°34'02"E, 1281.75 FEET TO A FOUND IRON PIN;
THENCE S02°13'32"W, 230.79 FEET;
THENCE N87°43'42"W, 4.16 FEET;
THENCE S02°19'50"W, 32.41 FEET;
THENCE S02°19'50"W, 197.68 FEET TO THE SOUTH LINE OF SAID NE 1/4;
THENCE ALONG SAID SOUTH LINE, N87°46'00"W, 525.65 FEET TO A FOUND IRON PIN;
THENCE CONTINUING ALONG SAID SOUTH LINE, N87°45'20"W, 754.41 FEET TO THE POINT OF BEGINNING (POB), CONTAINING 593,223 SQUARE FEET, 13.62 ACRES. SUBJECT TO ANY EASEMENTS, RIGHTS-OF-WAY, OR COVENANTS OF RECORD.

CERTIFICATE OF OWNERSHIP:

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

DATE OF EXECUTION: _____

SIGNED :_____
AWSOM LANDS LLC

SOURCE OF TITLE: BENTON COUNTY DOCUMENT L202024161

ACKNOWLEDGMENT:

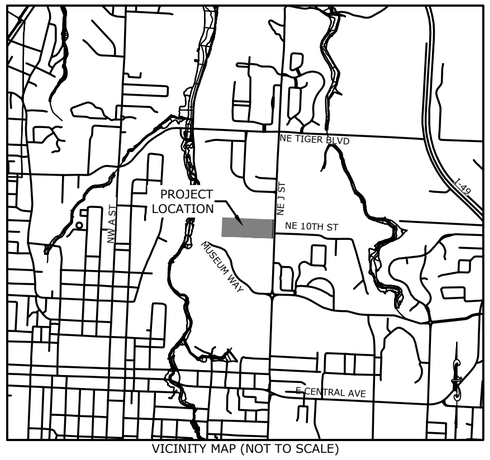
STATE OF ARKANSAS COUNTY OF _____

BE IT REMEMBERED THAT ON THIS DAY COME BEFORE ME, A NOTARY PUBLIC, WITHIN AND FOR SAID COUNTY AND STATE, _____, KNOWN TO ME TO BE THE PERSON(S) WHOSE NAME(S) IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT HE HAD EXECUTED THE SAME AS HIS/HER FREE AND VOLUNTARY ACT AND DEED FOR THE PURPOSES AND CONSIDERATIONS THEREIN MENTIONED AND WAS DULY AUTHORIZED TO DO SO BY RESOLUTION OF THE BOARD OF DIRECTORS OF SAID CORPORATION.

WITNESS MY HAND AND SEAL AS SUCH NOTARY PUBLIC THIS _____ DAY OF _____ _____.

MY COMMISSION EXPIRES:

_____
NOTARY PUBLIC



VICINITY MAP (NOT TO SCALE)

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

OWNER: AWSOM LANDS LLC
JIM DANIEL
JDANIEL@WEIOFFICE.COM
479-464-1516
MAILING ADDRESS: PO BOX 2030
BENTONVILLE AR 72712

SURVEY NOTES:

1. EXCEPT AS SPECIFICALLY STATED OR SHOWN ON THIS PLAT, THE SURVEY DOES NOT PURPORT TO REFLECT ANY OF THE FOLLOWING WHICH MAY BE APPLICABLE TO THE SUBJECT REAL ESTATE:

EASEMENT, 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.

2. ALL DOCUMENTS REVIEWED AS A PART OF THIS SURVEY ARE NOTED HEREON.

3. THIS PLAT REPRESENTS A PROPERTY LINE ADJUSTMENT OF TRACTS 1 & 2 OF DEEBLE ADDITION AND PARCEL 01-00349-000 AS DESCRIBED IN GENERAL WARRANTY DEED L202024161 AT THE COURTHOUSE IN BENTON COUNTY, ARKANSAS.

4. BASIS OF BEARINGS: NAD83, ARKANSAS STATE PLANE NORTH ZONE US FOOT, CONVERGENCE ANGLE: -1° 16' 50.58" AT A FOUND 1/2" REBAR AT THE SOUTHWEST CORNER OF THE NE 1/4 OF THE NW 1/4 OF SECTION 29, TOWNSHIP 20 NORTH, RANGE 30 WEST.

5. BASIS OF ELEVATION: NAVD88.

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

7. 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.

8. DECLARATION IS MADE TO THE ORIGINAL PURCHASER OF THE SURVEY AND IS NOT TRANSFERABLE TO ANY ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS.

9. THIS PROPERTY IS INSIDE THE CITY LIMITS OF BENTONVILLE, ARKANSAS.

10. SUBSURFACE AND ENVIRONMENTAL CONDITIONS WERE NOT EXAMINED NOR CONSIDERED AS A PART OF THIS SURVEY.

11. 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.

12. 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.

13. FLOOD HAZARD - ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) FOR BENTON COUNTY, ARKANSAS AND INCORPORATED AREAS, MAP 05007C0090J, EFFECTIVE DATE 9/28/2007, THIS PROPERTY IS NOT WITHIN AN ESTABLISHED FLOOD ZONE.

14. FLOOD ZONE LOCATION WAS DERIVED FROM FEMA GIS.

15. ADJOINING PROPERTY LINES ARE RECORD LOCATION ONLY.

16. 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.

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

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

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

CERTIFICATE OF SURVEYING ACCURACY

I DAVID BUFF, 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 REQUREMENTS OF THE ARKANSAS MINIMUM STANDARDS FOR LAND SURVEYOR HAVE BEEN MET.

_____ MAY 23, 2025
DAVID BUFF
ARK PS # 1894

CERTIFICATE OF AUTHORIZATION
McCLELLAND CONSULTING ENGINEERS, INC.
No. 24
ARKANSAS ENGINEER

ATLAS PAGE: 362

CITY OF BENTONVILLE PROJECT NUMBER PLA23-0009

McCLELLAND CONSULTING ENGINEERS, INC.
DESIGNED TO SERVE
1580 E. STEARNS ST.
FAYETTEVILLE, AR 72703
(479) 443-2377
HTTP://WWW.MCE.US.COM

PROPERTY LINE ADJUSTMENT
NE J ST
BENTONVILLE, ARKANSAS

©2025

REVISIONS		
REV	DATE	DESCRIPTION

PROPERTY LINE ADJUSTMENT

PROJ. MANAGER:	DRAWN BY:
CB	DB
DATE:	REVISION:
5/23/2025	
SCALE:	PROJ. NUMBER:
AS NOTED	212185

1/2

W:\2021\21-2185 - BENTONVILLE, AR - WHOLE HEALTH SCHOOL OF MEDICINE & HEALTH SCIENCES\SURVEY\BOUNDARY\DRAFTING\212185 PROPERTY LINE ADJUSTMENT REV-2.DWG

LEGEND

- PROPERTY LINE
- EASEMENT LINE
- R/W — RIGHT-OF-WAY LINE
- GRAVEL LINE
- X — FENCE
- ROAD CENTERLINE
- DITCH FLOWLINE
- FIRE HYDRANT
- WATER METER
- WATER VALVE
- WATER FAUCET
- SANITARY SEWER MH
- CLEAN-OUT
- DRAINAGE MH
- POWER POLE
- GUY ANCHOR
- GAS METER
- GAS RISER
- STREET LIGHT POLE
- TELEPHONE PEDESTAL
- CABLE TV PEDESTAL
- CABLE VAULT
- ELECTRIC VAULT
- FIBER VAULT
- GAS VAULT
- TELEPHONE VAULT
- WATER VAULT
- SIGN (AS NOTED)
- POST (AS NOTED)
- BENCHMARK
- FOUND IRON PIN (AS NOTED)
- CONTROL POINT
- RR SPIKE

RIGHT OF WAY DEDICATION PER THIS PLAT

A VARIABLE WIDTH RIGHT OF WAY DEDICATION, SAID RIGHT OF WAY DEDICATION BEING A PART OF LOT 1, AWSOM LANDS, IN THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHWEST QUARTER (NW 1/4), SECTION 29, TOWNSHIP 20 NORTH, RANGE 30 WEST, BENTONVILLE, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING (POB RW DEDICATION) AT THE SOUTHEAST CORNER OF SAID LOT 1 AWSOM LANDS;
THENCE ALONG THE SOUTH LINE OF SAID LOT 1, N87°46'00"W, 21.08 FEET;
THENCE LEAVING SAID SOUTH LINE, N02°24'03"E, 460.96 FEET TO THE NORTH LINE OF SAID LOT 1;
THENCE ALONG SAID NORTH LINE, S87°34'02"E, 24.24 FEET TO THE EASTERLY LINE OF SAID LOT 1;
THENCE ALONG SAID EASTERLY LINE THE FOLLOWING FOUR COURSES:
S02°13'32"W, 230.79 FEET;
THENCE N87°43'42"W, 4.16 FEET;
THENCE S02°19'50"W, 32.41 FEET;
THENCE S02°19'50"W, 197.68 FEET TO THE POINT OF BEGINNING (POB RW DEDICATION). CONTAINING 10,495 SQUARE FEET, 0.24 ACRES. SUBJECT TO ANY EASEMENTS, RIGHTS-OF-WAY, OR COVENANTS OF RECORD.

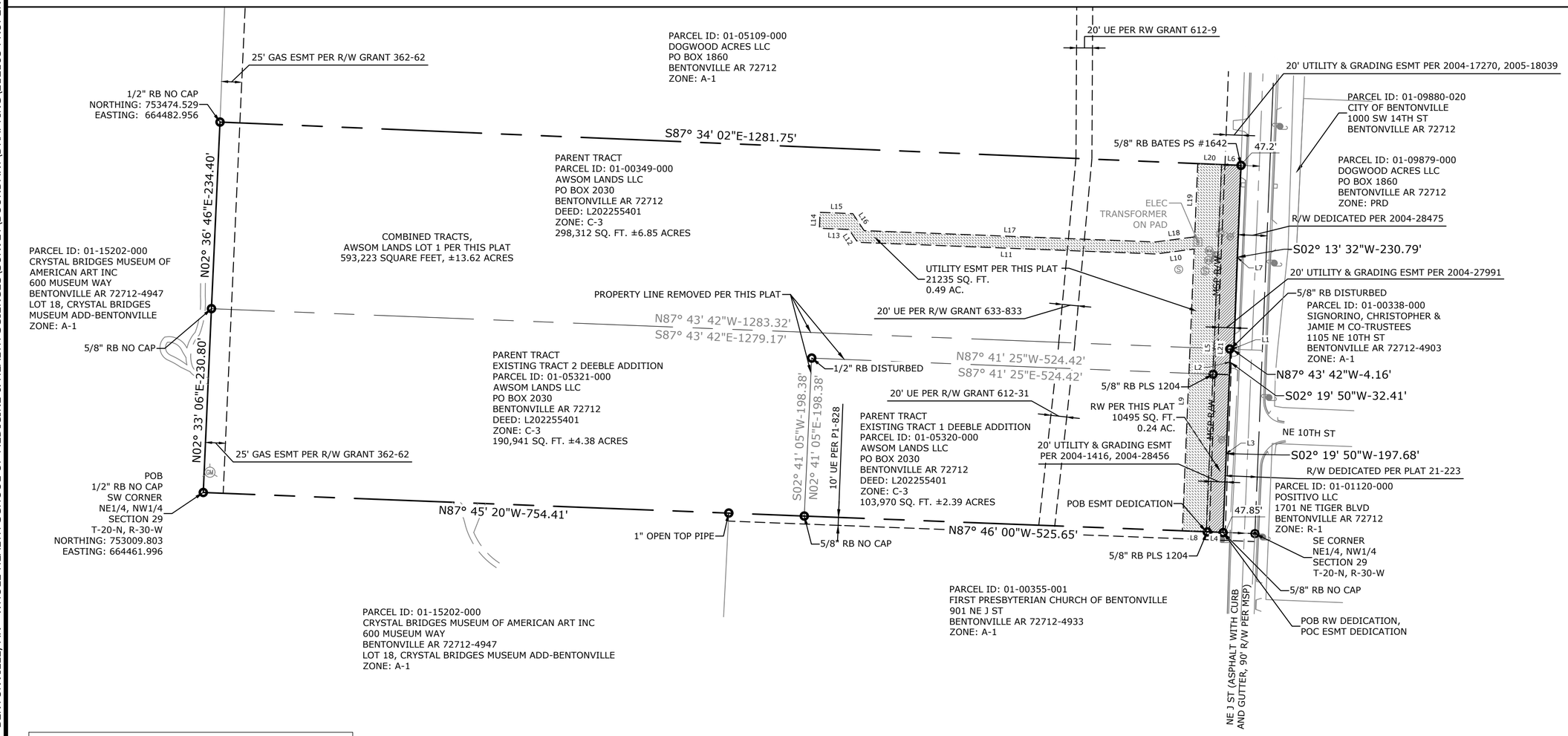
UTILITY EASEMENT DEDICATION PER THIS PLAT:

A VARIABLE WIDTH UTILITY EASEMENT DEDICATION, SAID EASEMENT DEDICATION BEING A PART OF LOT 1, AWSOM LANDS, IN THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHWEST QUARTER (NW 1/4), SECTION 29, TOWNSHIP 20 NORTH, RANGE 30 WEST, BENTONVILLE, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING (POC ESMT DEDICATION) AT THE SOUTHEAST CORNER OF LOT 1 AWSOM LANDS;
THENCE ALONG THE SOUTH PROPERTY LINE, N87°46'00"W, 21.08 FEET TO THE POINT OF BEGINNING (POB ESMT DEDICATION);
THENCE N87°46'00"W, 30.00 FEET;
THENCE N02°24'03"E, 353.81 FEET;
THENCE S82°36'44"W, 48.37 FEET;
THENCE N87°45'55"W, 374.45 FEET;
THENCE N33°52'13"W, 19.47 FEET;
THENCE N87°42'00"W, 37.06 FEET;
THENCE N02°18'00"E, 20.00 FEET;
THENCE S87°42'00"E, 41.02 FEET;
THENCE S33°52'13"E, 25.65 FEET;
THENCE S87°45'55"E, 365.56 FEET;
THENCE N82°36'44"E, 49.69 FEET;
THENCE N02°24'03"E, 92.03 FEET;
THENCE S87°34'02"E, 30.00 FEET;
THENCE S02°24'03"W, 460.96 FEET TO THE POINT OF BEGINNING (POB ESMT DEDICATION). CONTAINING 21,235 SQUARE FEET, 0.49 ACRES. SUBJECT TO ANY EASEMENTS, RIGHTS-OF-WAY, OR COVENANTS OF RECORD.

DEDICATION LINE TABLE		
Line #	Bearing	Distance
L1	N87° 43' 42"W	4.16
L2	S02° 19' 50"W	32.41
L3	S02° 19' 50"W	197.68
L4	N87° 46' 00"W	21.08
L5	N02° 24' 03"E	460.96
L6	S87° 34' 02"E	24.24
L7	S02° 13' 32"W	230.79
L8	N87° 46' 00"W	30.00
L9	N02° 24' 03"E	353.81
L10	S82° 36' 44"W	48.37
L11	N87° 45' 55"W	374.45

DEDICATION LINE TABLE		
Line #	Bearing	Distance
L12	N33° 52' 13"W	19.47
L13	N87° 42' 00"W	37.06
L14	N02° 18' 00"E	20.00
L15	S87° 42' 00"E	41.02
L16	S33° 52' 13"E	25.65
L17	S87° 45' 55"E	365.56
L18	N82° 36' 44"E	49.69
L19	N02° 24' 03"E	92.03
L20	S87° 34' 02"E	30.00
L21	S02° 24' 03"W	460.96



IMPORTANT NOTE:
DESCRIPTION AND SIZE OF ALL ABOVEGROUND AND UNDERGROUND FACILITIES, STRUCTURES AND UTILITIES HAVE BEEN DETERMINED WITH DUE CARE AND DILIGENCE, USING CURRENT TECHNIQUES, EQUIPMENT AND PROPER ACCURACY CONTROL PROCEDURES. HOWEVER, INFORMATION SHOWN HEREON IS NOT WARRANTED TO BE CORRECT IN EVERY DETAIL BECAUSE OF INACCURACIES IN OR LACK OF EXISTING DATA OR MAPS AND THE INABILITY TO VERIFY IN THE FIELD. PERSONS USING INFORMATION CONTAINED HEREON ARE HEREBY CAUTIONED ACCORDINGLY.

CITY OF BENTONVILLE PROJECT NUMBER PLA23-0009

McCLELLAND CONSULTING ENGINEERS, INC.
DESIGNED TO SERVE
1580 E. STEARNS ST.
FAYETTEVILLE, AR 72703
(479) 443-2377
HTTP://WWW.MCE.US.COM

PROPERTY LINE ADJUSTMENT

NE J ST
BENTONVILLE, ARKANSAS

©2025

REVISIONS		
REV	DATE	DESCRIPTION

PROPERTY LINE ADJUSTMENT

PROJ. MANAGER:	DRAWN BY:
CB	DB
DATE: 5/23/2025	REVISION:
SCALE: AS NOTED	PROJ. NUMBER: 212185

2/2

W:\2021\21-2185 - BENTONVILLE, AR - WHOLE HEALTH SCHOOL OF MEDICINE & HEALTH SCIENCES\SURVEY\BOUNDARY\DRAFTING\212185 PROPERTY LINE ADJUSTMENT REV-2.DWG

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF LOTS 1 AND 2 OF DEEBLE ADDITION AND PARCEL 01-00349-000 CREATING NEW LOT 1 OF AWSOM LANDS SUBDIVISION TO THE CITY OF BENTONVILLE, ARKANSAS; AND FOR OTHER PURPOSES.
(PROJECT NUMBER: PLA23-0009)

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the property line adjustment of LOTS 1 AND 2 OF DEEBLE ADDITION AND PARCEL 01-00349-000 creating new LOT 1 OF AWSOM LANDS SUBDIVISION the City of Bentonville, Benton County, Arkansas was submitted to the Bentonville Planning Commission on June 17, 2025;

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

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

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

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

Section 1: That the property line adjustment of LOTS 1 AND 2 OF DEEBLE ADDITION AND PARCEL 01-00349-000 creating new LOT 1 OF AWSOM LANDS SUBDIVISION to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes;

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

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

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

PASSED AND APPROVED this_____ day of _____, 2025.

APPROVED:

_____
Stephanie Orman, Mayor

ATTEST:

_____
Malorie Marrs, City Clerk

Consent Agenda Item

For the City Council meeting on June 24, 2025

Details

Final Plat of Lot 1, Walmart Campus Subdivison, Phase 19, FP25-0008
A final plat of Lot 1 of Walmart Campus Subdivision Phase 19. There are no dedications being made with this plat. This is the area of Office Building number 9. No waivers or variances are associated with this final plat.



FP25-0008
WM Campus Zone 4 Phase 9
905 SE J ST

Final Plat of Lot 1, Walmart Campus Subdivision, Phase 19 Walmart Campus

1106 SE 5TH St

Bentonville, Benton County, Arkansas

GENERAL NOTES:

1. This plat represents a Final Plat of Part of Lots 1-5 & Lot 15, Shady Grove Subdivision per Plat Book 2005, Page 959, Lots 3 & 4 True Addition per Replat Book 2011, Page 57 and Parcel #01-00746-000 described at Deed Book 2015, Page 25102 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 that 1 foot or with drainage areas less that 1 square mile; and area protected by levees from 1% annual chance flood as determined by the National Flood Insurance, Flood Insurance Rate Map forBenton County,Arkansas.
    Map Number: 05007C0255K
    Map Revised: June 5, 2012
11. No attempt was made to show the zoned building setback lines graphically on the survey. The assignment, vacation, or orientation of setbacks that impact the usage rights of the property are determined by the local governing jurisdictional agency. Setback dimensions will be based on the orientation of the building(s) to be constructed as approved.
12. No current zoning report or letter regarding zoning classification was provided to the Surveyor. Setbacks shall be per the current zoning district as stated in the most recent City of Bentonville Zoning Code. For more info visit www.bentonville planning.com or call the Planning Department @ 479-271-3122.
13. Sidewalks shall be the responsibility of the builder/owner at time of building permit issuance. All sidewalks shall be installed by the timeframes set forth in 900.08 of the Street Specifications
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 ensure 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 within Zone 4 of the Walmart Campus PUD at the time of submittal.



VICINITY MAP

NOT TO SCALE

Latitude: 36°21'45"N
Longitude: 94°11'45"W

Owner:

Parcel #'s 01-00746-000 & 01-04105-000
Wal-Mart Stores Inc.
PO BOX 8050 MS 0555
BENTONVILLE AR 72712-8050
Contact: Joe Allbright, (479) 273-4000

Owner:

Parcel #01-04106-000, 01-04465-000, &01-04466-000
North Arkansas Wholesale Co. Inc.
WAL MART PROPERTY TAX DEPT
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

SHEET INDEX:

1. Cover Sheet
2. Final Plat
3. Notes & Description

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. 2015, Page 25102

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, D.R. 2005, Page 24105, & D.R. 2010, Page 40847.

Subscribed and sworn before me, this _____ day of _____, 20_____.

_____ _____
Notary Public My Commission Expires

CERTIFICATE OF APPROVAL:

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

Date of Execution: _____

Signed: _____
Bentonville Planning Commission Chairman

Signed: _____
Mayor, City of Bentonville

Signed: _____
City Clerk, City of Bentonville

CERTIFICATE OF AUTHORIZATION — CEI Engineering Associates, Inc. No. 118 — ARKANSAS ENGINEER

CERTIFICATE OF SURVEYING ACCURACY:

I, Dustin Riley, hereby certify that this plat correctly represents a boundary survey made by me and boundary markers and lot corners shown hereon actually exist and their location, type and material are correctly shown and all minimum requirements of the Arkansas Minimum Standards for Property Boundary Surveys and Plans have been met.

Date of Execution: _____

Signed: _____
Registered Land Surveyor
No.1618
State of Arkansas

REVISION

NO.	DESCRIPTION	DATE
1	1st Sub. Comments	06/05/2025

ATLAS PAGE: 404

City of Bentonville Project # FP25-0008

State Survey Code: 500-20N-30W-0-32-130-04-1618

CIVIL ENGINEERING ▪ LANDSCAPE ARCHITECTURE ▪ LAND SURVEYING ▪ PLANNING

BENTONVILLE | DALLAS | FRESNO | HOUSTON | JACKSONVILLE | MINNEAPOLIS | PHILADELPHIA | PHOENIX

CEI Solutions for Land and Life

CEI ENGINEERING ASSOCIATES, INC.
3108 SW REGENCY PKWY
BENTONVILLE, AR 72712
PHONE: (479) 273-9472
FAX: (479) 273-0844
CORPORATE TBPLS FIRM #10031500

3030 LBJ FREEWAY, SUITE 100
DALLAS, TX 75234
PHONE: (972) 488-3737
FAX: (972) 488-6732

Final Plat of Lot 1, Phase 19
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	6/5/2025
REVISION	REV-1

Cover Sheet

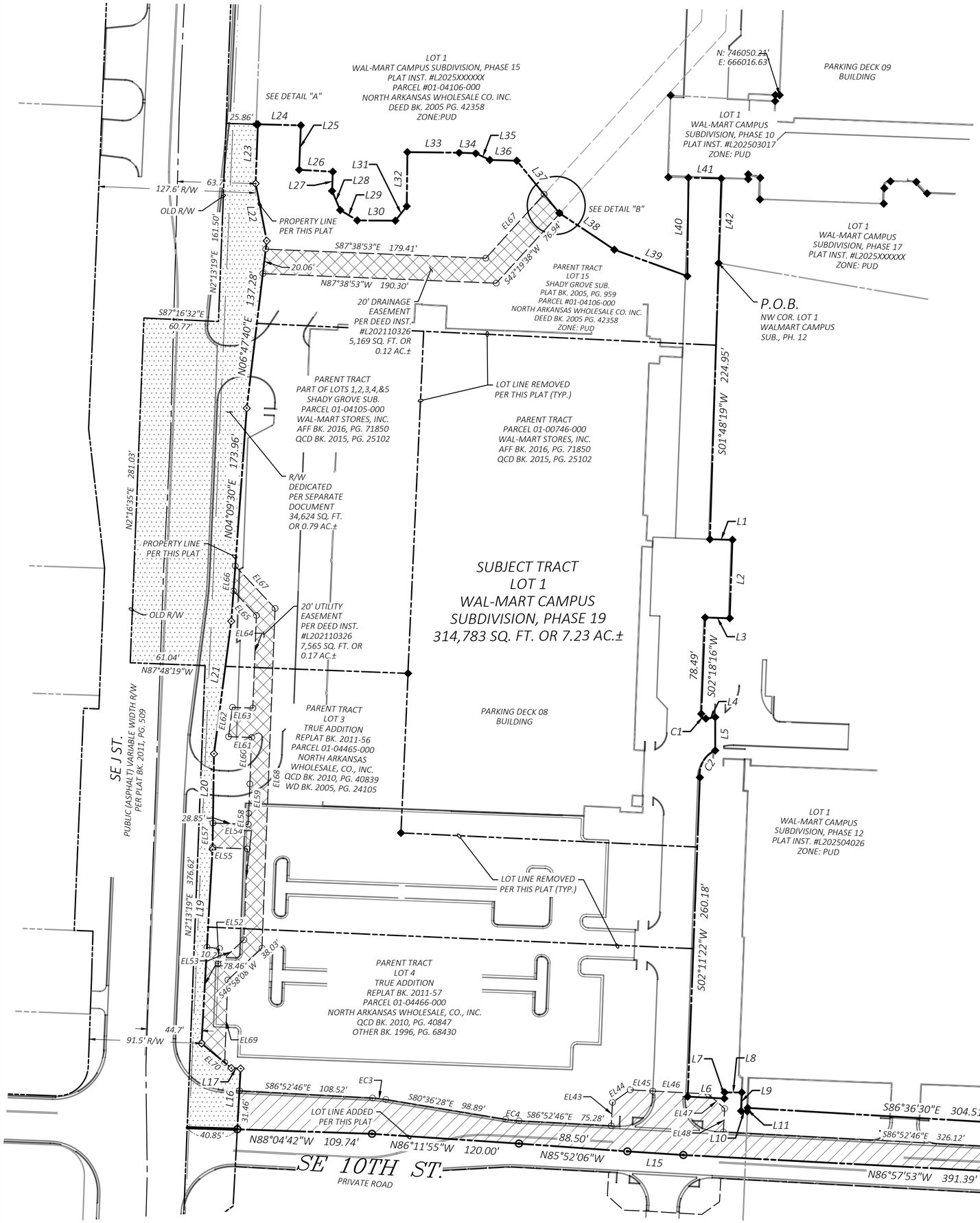
SHEET TITLE

SHEET NUMBER

1 OF 3

DRAWING LOCATION - S:\31000\31470\DRAWINGS.SURVEY\SURVEY\31470FP PD08.DWG -- SAVED BY - WPIERSON

© 2025 CEI ENGINEERING ASSOCIATES, INC.



Legend

- Boundary Line
- Lot Line Removed per this Plat
- Adjoining Boundary Line
- Easement Line
- Centerline
- Section Line
- Found 5/8" Rebar "LS#1618" (unless otherwise noted)
- Set 5/8" Rebar "LS#1618"
- Set Mag Nail w/Washer "LS#1618"
- Bearing & Distance Change
- R/W — Right-of-Way
- Vacated Right-Of-Way (see details on Sheet 3)
- Utility Easement (UE) per Deed Inst. #L202110326

ATLAS PAGE: 404

City of Bentonville Project # FP25-0008

State Survey Code: 500-20N-30W-0-32-130-04-1618

CERTIFICATE OF AUTHORIZATION
CEI Engineering Associates, Inc. No. 118
ARKANSAS ENGINEER

CEI Solutions for Land and Life

CEI ENGINEERING ASSOCIATES, INC.
3108 SW REGENCY PKWY
BENTONVILLE, AR 72712
PHONE: (479) 273-9472
FAX: (479) 273-0844
CORPORATE TBPLS FIRM #10031500

3030 LBJ FREEWAY, SUITE 100
DALLAS, TX 75234
PHONE: (972) 488-3737
FAX: (972) 488-6732

Final Plat of Lot 1, Phase 19 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	6/5/2025
REVISION	REV-1

Final Plat
SHEET TITLE

SHEET NUMBER
2 OF 3

DRAWING LOCATION - S:\31000\31470\DRAWINGS SURVEY\SURVEY\31470FP PD08.DWG -- SAVED BY - WPIERSON

© 2025 CEI ENGINEERING ASSOCIATES, INC.

LOT 1 DESCRIPTION:

Part of Lots 1-5 and Part of Lot 15, Shady Grove Subdivision per Plat Book 2005, Page 959, Lot 3 and Lot 4, True Addition to the City of Bentonville per Replat Book 2011, Pages 56-57 the parcel of land described at Deed Book 2016, Page 71850 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 Northwest Corner of Lot 1, Wal-Mart Campus Subdivision, Phase 12 per Plat Instrument #L202504026;
THENCE along the West Line of said Lot 1 the following ten (10) courses:
1. *South 01°48'19" West, 224.95 feet to a 5/8-inch rebar with cap LS1618;*
2. *South 88°30'50" East, 18.36 feet to a 5/8-inch rebar with cap LS1618;*
3. *South 01°59'53" West, 63.87 feet to a 5/8-inch rebar with cap LS1618;*
4. *North 88°28'33" West, 20.02 feet to a 5/8-inch rebar with cap LS1618;*
5. *South 02°18'16" West, 78.49 feet to a 5/8-inch rebar with cap LS1618;*
6. *Southeasterly along the arc of a curve to the left 5.97 feet, having a radius of 3.83 feet, through a central angle of 89°15'04", having a chord bearing and distance of South 43°45'42" East, 5.38 feet to a 5/8-inch rebar with cap LS1618;*
7. *North 81°41'44" East, 7.73 feet; to a 5/8-inch rebar with cap LS1618*
8. *South 00°00'00" East, 27.09 feet to a 5/8-inch rebar with cap LS1618;*
9. *Southwesterly along the arc of a curve to the left 27.06 feet, having a radius of 21.10 feet, through a central angle of 73°28'09", having a chord bearing and distance of South 29°36'56" West, 25.24 feet to a 5/8-inch rebar with cap LS1618;*
10. *South 02°11'22" West, 260.18 feet to a 5/8-inch rebar with cap LS1618 found at the Southwest Corner of said Lot 1;*

THENCE along the South Line of said Lot 1 the following nine (9) courses:
1. *South 87°01'10" East, 29.92 feet to a 5/8-inch rebar with cap LS1618;*
2. *North 02°10'27" East, 4.96 feet to a 5/8-inch rebar with cap LS1618;*
3. *South 89°57'49" East, 14.01 feet to a 5/8-inch rebar with cap LS1618;*
4. *South 02°10'27" West, 15.06 feet to a 5/8-inch rebar with cap LS1618;*
5. *South 86°41'37" East, 5.00 feet to a 5/8-inch rebar with cap LS1618;*
6. *North 02°10'27" East, 2.76 feet to a 5/8-inch rebar with cap LS1618;*
7. *South 86°36'30" East, 304.51 feet to a 5/8-inch rebar with cap LS1618;*
8. *North 62°06'42" East, 19.12 feet to a 5/8-inch rebar with cap LS1618;*
9. *South 86°59'54" East, 20.25 feet to a 5/8-inch rebar with cap LS1618;*

THENCE departing said South Line, South 02°53'21" West, 49.03 feet to a magnail with washer LS1618 set on the centerline of a private road;
THENCE along said centerline the following five (5) courses:
1. *North 86°57'53" West, 391.39 feet to a magnail with washer LS1618;*
2. *North 86°20'25" West, 45.68 feet to a magnail with washer LS1618;*
3. *North 85°52'06" West, 88.50 feet to a magnail with washer LS1618;*
4. *North 86°11'55" West, 120.00 feet to a magnail with washer LS1618;*
5. *North 88°04'42" West, 109.74 feet to a magnail with washer LS1618 set on the East Right-of-way of Southeast J Street per Plat Book 2011, Page 509;*

PARENT TRACT DESCRIPTIONS:

Part of Lots 1-5 and Part of Lot 15, Shady Grove Subdivision per Plat Book 2005, Page 959 in the Public Records of Benton County, Arkansas.

AND

Lot 3 and Lot 4, True Addition to the City of Bentonville per Replat Book 2011, Pages 56-57 in the Public Records of Benton County, Arkansas.

AND

The parcel of land described at Deed Book 2016, Page 71850 in the Public Records of Benton County Arkansas.

CERTIFICATE OF AUTHORIZATION
CEI Engineering Associates, Inc. No. 118
ARKANSAS ENGINEER

ATLAS PAGE: 404

City of Bentonville Project # FP25-0008

State Survey Code: 500-20N-30W-0-32-130-04-1618

CEI Solutions for Land and Life

CEI ENGINEERING ASSOCIATES, INC.
3108 SW REGENCY PKWY
BENTONVILLE, AR 72712
PHONE: (479) 273-9472
FAX: (479) 273-0844
CORPORATE TBPLS FIRM #10031500

3030 LBJ FREEWAY, SUITE 100
DALLAS, TX 75234
PHONE: (972) 488-3737
FAX: (972) 488-6732

Final Plat of Lot 1, Phase 19
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	6/5/2025
REVISION	REV-1

Notes & Description

SHEET TITLE

SHEET NUMBER

3 OF 3

DRAWING LOCATION - S:\31000\31470\DRAWINGS SURVEY\SURVEY\31470FP PD08.DWG -- SAVED BY - WPIERSON

© 2025 CEI ENGINEERING ASSOCIATES, INC.

ORDINANCE NO._____

AN ORDINANCE ACCEPTING A FINAL PLAT OF LOT 1 OF WALMART CAMPUS SUBDIVISION, PHASE 19 TO THE CITY OF BENTONVILLE, ARKANSAS; AND FOR OTHER PURPOSES.

(PROJECT NUMBER: FP25-0008)

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 19 to the City of Bentonville, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on June 17, 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 19 to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes;

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

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

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

PASSED AND APPROVED this_____ day of _____, 2025.

APPROVED:

_____

Stephanie Orman, Mayor

ATTEST:

_____

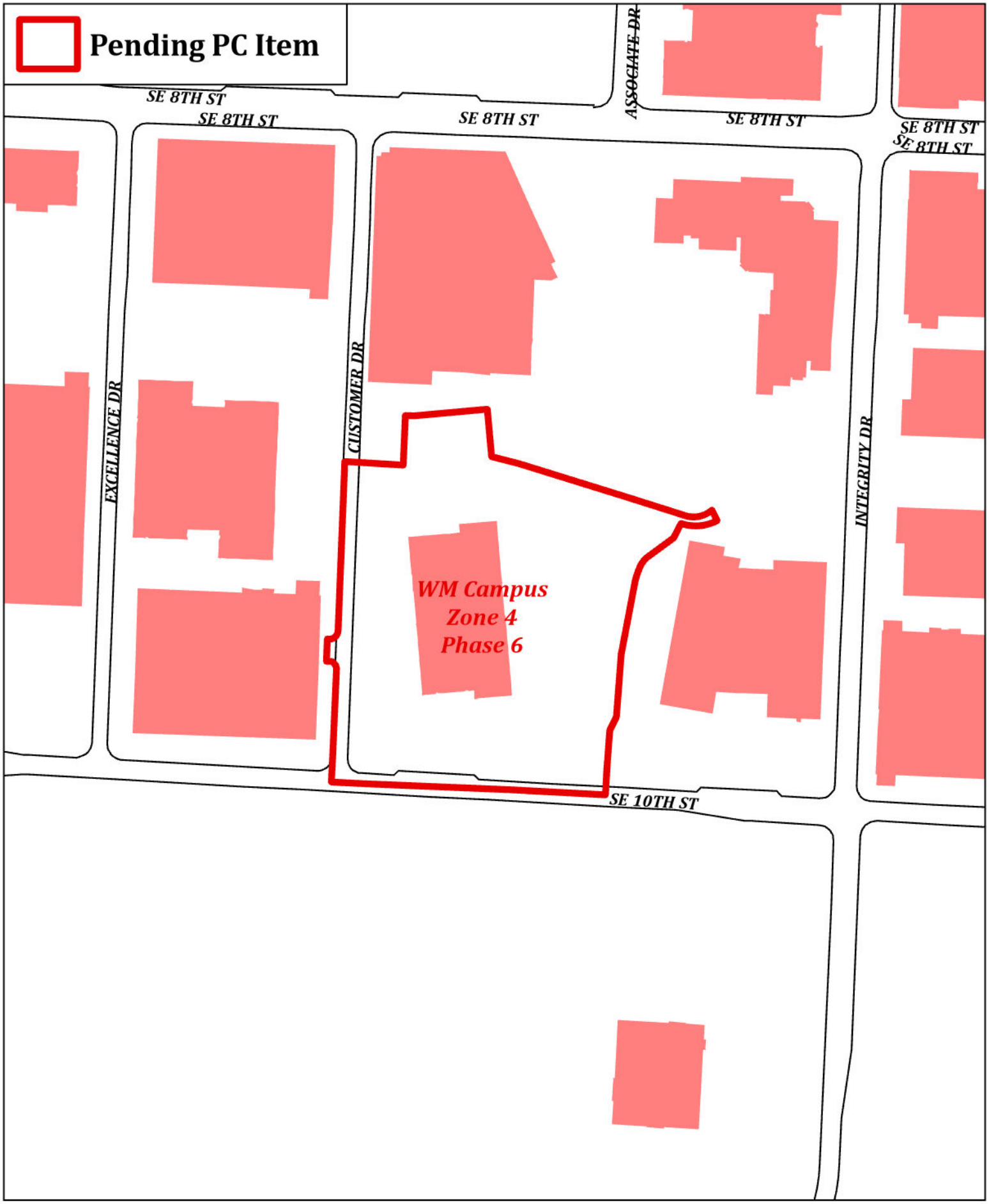
Malorie Marrs, City Clerk

Consent Agenda Item

For the City Council meeting on June 24, 2025

Details

Final Plat of Lot 1, Walmart Campus Subdivision, Phase 20, FP25-0009
A final plat of Lot 1 of Walmart Campus Subdivision, Phase 20. There are no dedications being made with this plat. This is the area of Office Building number 9. No waivers or variances are associated with this final plat.



N
W E
S

FP25-0009
WM Campus Zone 4 Phase 6
1301 SE10TH ST

Final Plat of Lot 1, Walmart Campus Subdivision, Phase 20 Walmart Campus

1106 SE 5TH St

Bentonville, Benton County, Arkansas

GENERAL NOTES:

1. This plat represents a Final Plat of Part of Lot 1 and part of a vacated street of 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 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
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.bentonvillepanning.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. All sidewalks shall be installed by the timeframes set forth in 900.08 of the Street Specifications
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 within Zone 4 of the Walmart Campus PUD at the time of submittal.



VICINITY MAP

NOT TO SCALE

Latitude: 36°21'42"N

Longitude: 94°11'41"W

Owner:

Parcel #01-09122-000
Wal-Mart Stores Inc.
WAL MART PROPERTY TAX DEPT
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: 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

CERTIFICATE OF APPROVAL:

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

Date of Execution: _____

Signed: _____
Bentonville Planning Commission Chairman

Signed: _____
Mayor, City of Bentonville

Signed: _____
City Clerk, City of Bentonville

CERTIFICATE OF AUTHORIZATION
CEI Engineering Associates, Inc. No. 118
ARKANSAS ENGINEER

REVISION

NO.	DESCRIPTION	DATE

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-XXXX

State Survey Code: 500-20N-30W-0-32-200-04-1618

CIVIL ENGINEERING ▪ LANDSCAPE ARCHITECTURE ▪ LAND SURVEYING ▪ PLANNING

BENTONVILLE | DALLAS | FRESNO | HOUSTON | JACKSONVILLE | MINNEAPOLIS | PHILADELPHIA | PHOENIX

CEI Solutions for Land and Life

CEI ENGINEERING ASSOCIATES, INC.
3108 SW REGENCY PKWY
BENTONVILLE, AR 72712
PHONE: (479) 273-9472
FAX: (479) 273-0844
CORPORATE TBPLS FIRM #10031500

3030 LBJ FREEWAY, SUITE 100
DALLAS, TX 75234
PHONE: (972) 488-3737
FAX: (972) 488-6732

Final Plat of Lot 1, Phase 20
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	5/20/2025
REVISION	REV-1

Cover Sheet

SHEET TITLE

SHEET NUMBER

1 OF 2

DRAWING LOCATION - \\PANZURA.CEILB.COM\SURVEY\31000\31470\DRAWINGS SURVEY\SURVEY\31470FP OF09.DWG -- SAVED BY - WPIERSON

© 2025 CEI ENGINEERING ASSOCIATES, INC.

Legend

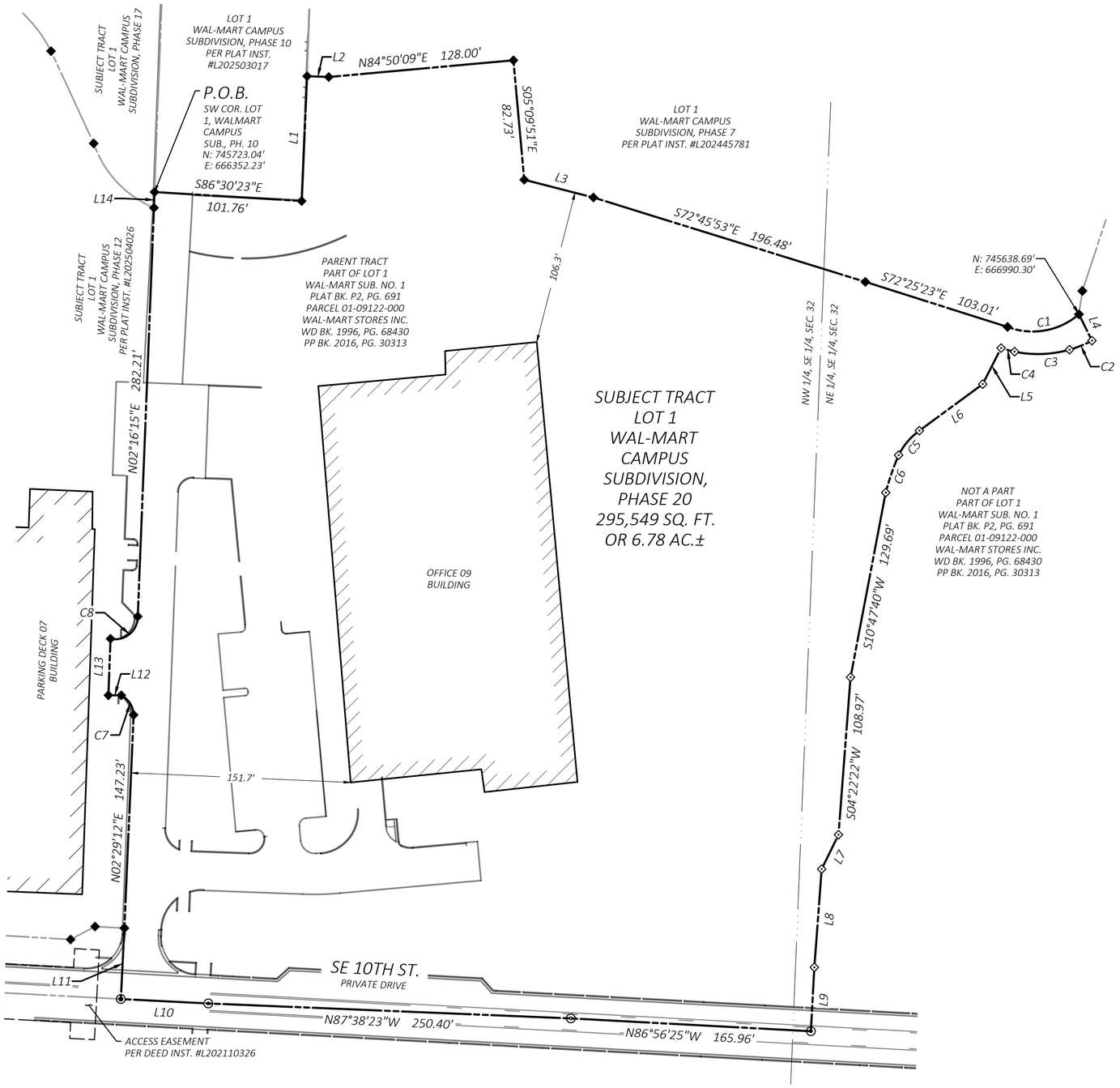
- Boundary Line
- Adjoining Boundary Line
- Centerline
- Section Line
- Easement Line
- Found 5/8" Rebar "LS#1618"
- Set 5/8" Rebar "LS#1618"
- Found Nail "LS#1618"
- Set Mag Nail w/Washer "LS#1618"
- R/W — Right-of-Way

0 60' 90' 120'
SCALE IN FEET

Property Curve Table					
Curve #	Radius	Length	Delta	Chord Bearing	Chord Distance
C1	48.80'	52.55'	61°41'23"	N79°56'28"E	50.04'
C2	79.35'	16.75'	12°05'51"	S68°03'28"W	16.72'
C3	79.35'	38.28'	27°38'27"	S87°55'37"W	37.91'
C4	79.35'	9.62'	6°56'41"	N74°46'50"W	9.61'
C5	46.51'	22.40'	27°35'43"	S40°16'58"W	22.19'
C6	182.26'	27.35'	8°35'54"	S18°58'58"W	27.33'
C7	15.78'	16.77'	60°53'35"	N32°16'50"W	16.00'
C8	15.55'	27.87'	102°42'26"	N50°45'51"E	24.28'

Property Line Table		
Line #	Direction	Length
L1	N02°29'34"E	86.21'
L2	S87°49'33"E	14.93'
L3	S75°36'03"E	49.32'
L4	S26°13'43"E	20.28'
L5	S27°03'24"W	27.99'
L6	S53°43'24"W	54.21'
L7	S26°04'14"W	26.41'

Property Line Table		
Line #	Direction	Length
L8	S04°15'47"W	67.98'
L9	S03°07'15"W	44.17'
L10	N87°06'39"W	60.47'
L11	N02°53'21"E	49.03'
L12	N90°00'00"W	8.89'
L13	N02°09'21"E	39.05'
L14	N01°59'54"E	10.90'



PARENT TRACT DESCRIPTIONS:

Lots 1 and Part of a Vacated Street, Wal-Mart Subdivision Number 1, per Plat Book P2, Page 691 in the public records of Benton County, Arkansas.

LOT 1 DESCRIPTION:

Part of Lot 1, Wal-Mart Subdivision No. 1 per Plat Book P2, Page 691 in the public records of Benton County, Arkansas and being described by metes and bounds as follows:

BEGINNING at a 5/8-inch rebar with cap LS1618 found at the Southwest Corner of Lot 1, Wal-Mart Campus Subdivision, Phase 10 per Plat Instrument #L202503017;
THENCE along the South Line of said Lot 1, Phase 10, South 86°30'23" East, 101.76 feet to a 5/8-inch rebar with cap LS1618;
THENCE continuing along said South Line, North 02°29'34" East, 86.21 feet to a 5/8-inch rebar with cap LS1618 found on the South Line of Lot 1, Wal-Mart Campus Subdivision Phase 7 per Plat Instrument #L202445781;
THENCE along said South Line the following seven (7) courses:
1. *South 87°49'33" East, 14.93 feet to a 5/8-inch rebar with cap LS1618;*
2. *North 84°50'09" East, 128.00 feet to a 5/8-inch rebar with cap LS1618;*
3. *South 05°09'51" East, 82.73 feet to a 5/8-inch rebar with cap LS1618;*
4. *South 75°36'03" East, 49.32 feet to a 5/8-inch rebar with cap LS1618;*
5. *South 72°45'53" East, 196.48 feet to a 5/8-inch rebar with cap LS1618;*
6. *South 72°25'23" East, 103.01 feet to a 5/8-inch rebar with cap LS1618;*
7. *Easterly along the arc of a curve to the left 52.55 feet, having a radius of 48.80 feet, through a central angle of 61°41'23", having a chord bearing and distance of North 79°56'28" East, 50.04 feet to a 5/8-inch rebar with cap LS1618;*

THENCE departing said South Line, South 26°13'43" East, 20.28 feet to a 5/8-inch rebar with cap LS1618;
THENCE Southwesterly along the arc of a curve to the right 16.75 feet, having a radius of 79.35 feet, through a central angle of 12°05'51", having a chord bearing and distance of South 68°03'28" West, 16.72 feet to a 5/8-inch rebar with cap LS1618;
THENCE Westerly along the arc of a curve to the right 38.28 feet, having a radius of 79.35 feet, through a central angle of 27°38'27", having a chord bearing and distance of South 87°55'37" West, 37.91 feet to a 5/8-inch rebar with cap LS1618;
THENCE Westerly along the arc of a curve to the right 9.62 feet, having a radius of 79.35 feet, through a central angle of 06°56'41", having a chord bearing and distance of North 74°46'50" West, 9.61 feet to a 5/8-inch rebar with cap LS1618;
THENCE South 27°03'24" West, 27.99 feet to a 5/8-inch rebar with cap LS1618;
THENCE South 53°43'24" West, 54.21 feet to a 5/8-inch rebar with cap LS1618;
THENCE Southwesterly along the arc of a curve to the left 22.40 feet, having a radius of 46.51 feet, through a central angle of 27°35'43", having a chord bearing and distance of South 40°16'58" West, 22.19 feet to a 5/8-inch rebar with cap LS1618;
THENCE Southerly along the arc of a curve to the left 27.35 feet, having a radius of 182.26 feet, through a central angle of 08°35'54", having a chord bearing and distance of South 18°58'58" West, 27.33 feet to a 5/8-inch rebar with cap LS1618;
THENCE South 10°47'40" West, 129.69 feet to a 5/8-inch rebar with cap LS1618;
THENCE South 04°22'22" West, 108.97 feet to a 5/8-inch rebar with cap LS1618;
THENCE South 26°04'14" West, 26.41 feet to a 5/8-inch rebar with cap LS1618;
THENCE South 04°15'47" West, 67.98 feet to a 5/8-inch rebar with cap LS1618;
THENCE South 03°07'15" West, 44.17 feet to a magnail with washer LS1618 set on the centerline of a private road;
THENCE along said centerline, the following three (3) courses:
1. *North 86°56'25" West, 165.96 feet to a magnail with washer LS1618;*
2. *North 87°38'23" West, 250.40 feet to a magnail with washer LS1618;*
3. *North 87°06'39" West, 60.47 feet to a magnail with washer LS1618;*

THENCE departing said centerline, North 02°53'21" East, 49.03 feet to a 5/8-inch rebar with cap LS1618 found at the Southeast Corner of Lot 1, Wal-Mart Campus Subdivision, Phase 12 per Plat Instrument #L202504026;
THENCE along the East Line of said Lot 1, Phase 12 the following seven (7) courses:
1. *North 02°29'12" East, 147.23 feet to a 5/8-inch rebar with cap LS1618;*
2. *Northwesterly along the arc of a curve to the left 16.77 feet, having a radius of 15.78 feet, through a central angle of 60°53'35", having a chord bearing and distance of North 32°16'50" West, 16.00 feet to a 5/8-inch rebar with cap LS1618;*
3. *South 90°00'00" West, 8.89 feet to a 5/8-inch rebar with cap LS1618;*
4. *North 02°09'21" East, 39.05 feet to a 5/8-inch rebar with cap LS1618;*
5. *Northeasterly along the arc of a curve to the left 27.87 feet, having a radius of 15.55 feet, through a central angle of 102°42'26", having a chord bearing and distance of North 50°45'51" East, 24.28 feet to a 5/8-inch rebar with cap LS1618;*
6. *North 02°16'15" East, 282.21 feet to a 5/8-inch rebar with cap LS1618;*
7. *North 01°59'54" East, 10.90 feet to the POINT OF BEGINNING containing 295,549 square feet or 6.78 acres, more or less.*

CERTIFICATE OF AUTHORIZATION
CEI Engineering Associates, Inc. No. 118
ARKANSAS ENGINEER

ATLAS PAGE: 404

City of Bentonville Project # FP25-XXXX

State Survey Code: 500-20N-30W-0-32-200-04-1618

CEI Solutions for Land and Life

CEI ENGINEERING ASSOCIATES, INC.
3108 SW REGENCY PKWY
BENTONVILLE, AR 72712
PHONE: (479) 273-9472
FAX: (479) 273-0844
CORPORATE TBPLS FIRM #10031500

3030 LBJ FREEWAY, SUITE 100
DALLAS, TX 75234
PHONE: (972) 488-3737
FAX: (972) 488-6732

Final Plat of Lot 1, Phase 20 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	5/20/2025
REVISION	REV-1

Final Plat
SHEET TITLE

SHEET NUMBER
2 OF 2

DRAWING LOCATION - \\PANZURA.CEILB.COM\SURVEY\31000\31470\DRAWINGS SURVEY\SURVEY\31470FP OF09.DWG -- SAVED BY - WPIERSON

© 2025 CEI ENGINEERING ASSOCIATES, INC.

ORDINANCE NO._____

AN ORDINANCE ACCEPTING A FINAL PLAT OF LOT 1 OF WALMART CAMPUS SUBDIVISION, PHASE 20 TO THE CITY OF BENTONVILLE, ARKANSAS; AND FOR OTHER PURPOSES.

(PROJECT NUMBER: FP25-0009)

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 20 to the City of Bentonville, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on June 17, 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 20 to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes;

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

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

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

PASSED AND APPROVED this_____ day of _____, 2025.

APPROVED:

_____

Stephanie Orman, Mayor

ATTEST:

_____

Malorie Marrs, City Clerk

Rezoning - Black Pine Construction & Development, LLC - R-1, Low-Density Single-Family Residential to DN-2, Downtown Medium Density Residential

868 Northwest B Street

PC Date: 6/17/2025

Staff Report Details

Project Number	(RZ25-0027)
Applicant / Current Owner	Will Kellstrom / Black Pine Constion & Development LLC
Site Area	+/- .21 Acres
Current Zoning	R-1, Low-Density Single-Family Residential
Requested Zoning	DN-2 (Standard Review)
Current Future Land Use Map Designation	Walkable Neighborhood
Requested Future Land Use Map Designation	Walkable Neighborhood
Development Type / Use	N/A
Related projects	

Property Description

The subject property is located at 868 Northwest B Street. The property is presently zoned R-1, Low Density Single Family Residential, with a current Future Land Use designation of Walkable Neighborhood. The applicant is seeking rezoning to DN-3, Downtown High Density Residential.

Project Details

The applicant had requested a rezoning of the property from R-1, Low Density Single Family Residential to DN-3, Downtown High Density Residential. **At the Planning Commission meeting of June 17, 2025 the applicant modified their request from DN-3 to DN-2**. The applicant states in their narrative that they are requesting a rezone to bring the property's zoning into compliance with the Future Land Use Map under Standard Review. The property is designated as a walkable neighborhood in the Future Land Use Map. All surrounding properties share the land use of Walkable Neighborhood. Adjacent zoning districts include R-1, Low-Density Single-Family Residential to the north, south, east and west. One block to the west, however, there is a mixture of DN-2, Downtown Medium Density Residential and R-3, Medium-High Density Multifamily Residential.

Consistency

Project Details

The proposed rezone is consistent with the newly adopted Future Land Use Map under Standard Review.

Impact

The impact of this rezone on the community will be to set the zoning regulations for the development of this project. Pursuant to the alignment policy, DN-3 is in alignment with the Walkable Neighborhood place type and will implement the City-wide vision of where growth is appropriate, per the Future Land Use Map.

Compatibility

The design guidelines for the residential downtown districts (Development Code 1100.22), by which DN-3 is regulated, require rear loading, exterior materials and details to be "consistent with the character of the surrounding context". The maximum height allowed for DN-3 is 40ft while the maximum height allowed for the adjacent R-1 zoning is 36ft. Since all of the surrounding streets have a future land use of Urban Neighborhood, there is a high likelihood of many of those properties rezoning to DN-2 and DN-3, of which have a maximum height of 36ft and 40ft, respectively.

To the northeast, a planned residential development with 10 townhomes is under construction and similar in scale to a large lot DN-3 or DN-4 zoning district development. Having a DN-3 property located on this corner, between Northwest 9th and Northwest B streets, would act as a reasonable transition downward from the development along Northwest A street towards some of the less intense districts allowed under the Walkable Neighborhood placetype, as this neighborhood starts to see rezoning and redevelopment. As a relatively narrow corner lot, rezoning would be greatly beneficial for redeveloping this lot even as a single-family home. While mixed-use commercial is allowed in DN-3, the minimum lot size requirement of 10,000 square feet is required, which this lot does not meet, thus regulating this lot to a purely residential use.

Intensity

The parcel is well within a large block of its place type, Walkable Neighborhood, but is also located one property away from a downtown collector street, where more intense zoning districts allowed under the place type are compatible.

Orderly Transition

The project is an infill project. Infill development seeks to reduce sprawl and conserve natural areas by placing mild increases in density within the existing urban fabric, keeping housing near job centers and promoting walking with shorter distances between residents and destinations.

Relationship to the Community Plan

This property is presently designated as Walkable Neighborhood and is surrounded by Walkable Neighborhood to the north, south, east, and west.

Rezoning the property to DN-3 would bring this property into alignment with the FLUP. Rezoning and re-developing this property would provide greater housing diversity to a transitional location between a local and downtown collector road. Though DN-3 allows for townhomes on end of block, the small lot would make this difficult to develop, and this size of a lot does not meet the minimum lot size for multi-family, mixed-use, and all others not listed.

The zoning request aligns with the FLUM under standard review.

Public Comment

Has Staff received Public Comment at the time of this report? : **No**

Analysis / Waivers

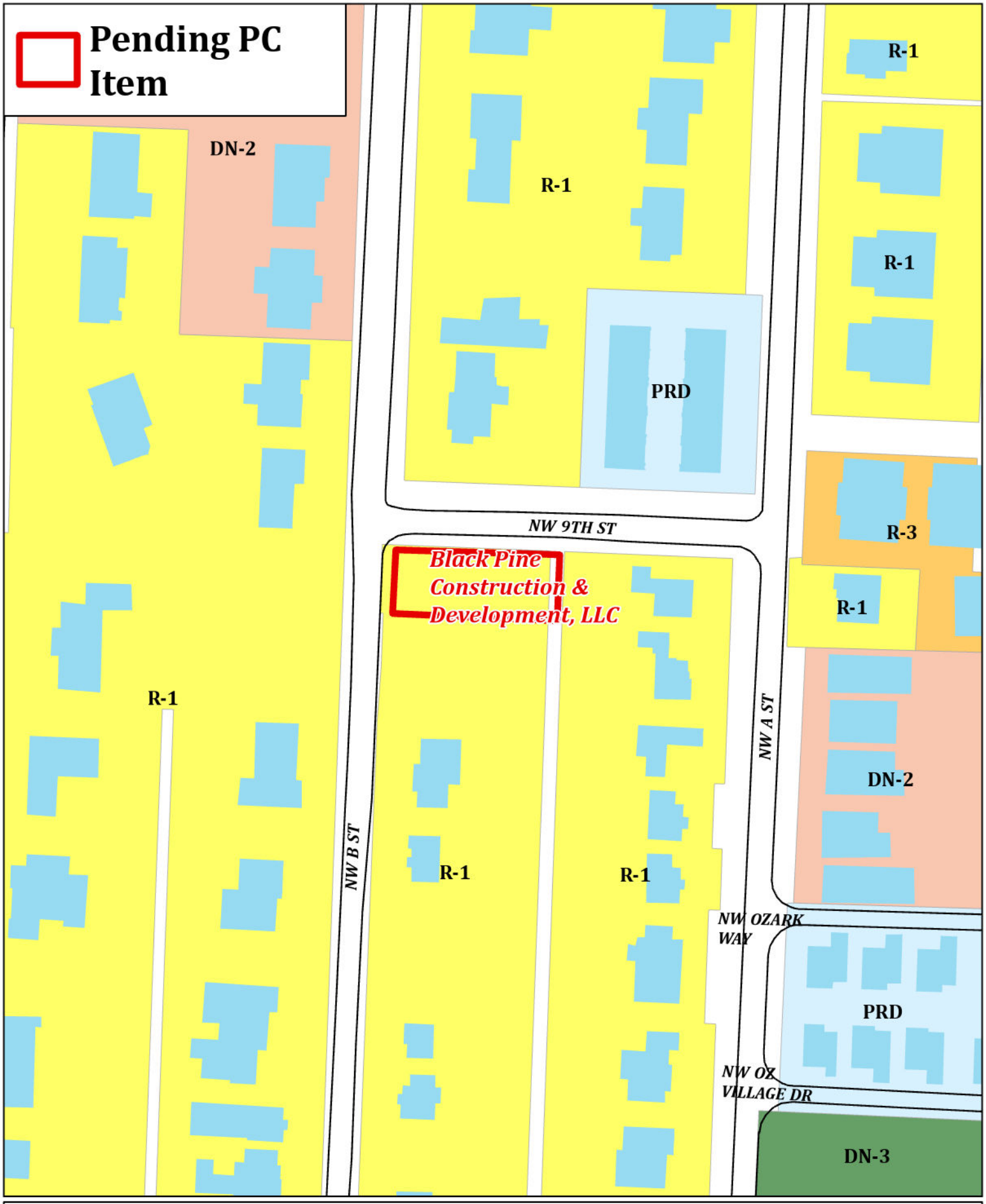
This zoning request supports the goals of the Bentonville Community Plan in supporting a wider range of housing types on smaller lots near goods and services, while meeting the recently adopted Future Land Use Plan.
The applicant states that re-development of the property under DN-3 would not result in an appreciable increase in traffic, no signage is contemplated at this time, and the appearance of any development would be in compliance with the Bentonville Code of Ordinances.

From a built environment lens, this area consists of a mix of single-family homes and townhouses. All public utilities exist.

Conclusion

Given this property's location within Walkable Neighborhood place type, as well as aligning with the Bentonville Community Plan, staff recommends approval of this rezoning to DN-3.

Additional Details



RZ25-0027
Black Pine Construction & Development, LLC.
868 NW B ST

WATKINS, BOYER, GRAY & CURRY, PLLC

ATTORNEYS AT LAW

WILLIAM P. WATKINS, III, P.A.
RONALD L. BOYER (OF COUNSEL)
JENNIFER E. GRAY, P.A.*
ANDREW T. CURRY, P.A.
WILLIAM A. KELLSTROM
* ALSO LICENSED IN MISSOURI

WRITER'S DIRECT E-MAIL
wkellstrom@watkinslawoffice.com

DELYNN HALE, SECRETARY
AMY BENSON, PARALEGAL
WHITNEY DUCKER, OFFICE MANAGER

April 30, 2025

City of Bentonville
Planning Department
305 SW A Street
Bentonville, Arkansas 72712

RE: Rezoning Parcel No. 01-01898-000 from R-1 to DN-3

Dear Planning Staff:

My name is Will Kellstrom and I have been retained to assist the applicant, Black Pine Construction & Development, LLC, with respect to this rezoning request. The applicant is requesting that the property, Parcel No. 01-01898-000 (hereinafter "the Property"), be rezoned from R-1, Low Density Single-family Residential, to DN-3, Downtown High Density Residential.

The Property is designated as the "Walkable Neighborhood" place type under the recently adopted Future Land Use Map ("FLUM"). Under the recently adopted FLUM Alignment Policy, Walkable Neighborhood allows for DN-3, under Standard Review. The proposed rezoning is in alignment with the FLUM, and would result in development compatible with the place types surrounding the Property, and the Property has adequate infrastructure to support new development. Therefore, the proposed rezoning meets all criteria for rezoning under Standard Review.

The Applicant does not have any concrete plans for development at this time, and is requesting a rezone merely to bring the Property's zoning into compliance with the FLUM and aforementioned Alignment Policy. Re-development of the property under DN-3 would not result in an appreciable increase in traffic, no signage is contemplated at this time, and the appearance of any development would be in compliance with the Bentonville Code of Ordinances. Lastly, an eight inch (8") sewer line is located in the alley to the East of the Property, and an eight inch (8") water line is located along NW B St.

Thank you for considering this request for rezoning. If you have any questions, please contact me at 479-636-2168 or at wkellstrom@watkinslawoffice.com.

Sincerely,

WATKINS, BOYER,
GRAY & CURRY, PLLC

/s/ *Will A. Kellstrom*

Will A. Kellstrom

WK:
pc:

1106 WEST POPLAR STREET
ROGERS, AR 72756
PH: 479-636-2168
FX: 479-636-6098
WWW.WATKINSLAWOFFICE.COM

REAL ESTATE, CONSTRUCTION & LIEN LAW, LAND USE & PLANNING
CORPORATE & COMMERCIAL LAW, BANKING, BANKRUPTCY
CRIMINAL LAW, FAMILY LAW, GUARDIANSHIPS, LANDLORD-TENANT
ESTATE PLANNING, ELDER LAW, PROBATE, TRUST LITIGATION
CIVIL LITIGATION, COMMERCIAL & CONSUMER DEBT COLLECTION

City of Bentonville Rezone Application Review Checklist



Please check all applicable boxes:

Consistency with Planning Documents

Designate the Future Land Use Map Alignment Policy Review Category

Res-No-02-11-25M_Future-Land-Use-Map-and-Zoning-Alignment-Policy

- ☑ Standard Review (SR)
- ☐ Enhance Review (ER)
- ☐ PUD/ PRD
- ☐ Neither SR nor ER (Staff Recommends denial)

- **Consistency with the vision of the Community Plan**
  (Is the request supported by the vision and guiding principles of the Community Plan?)
  bentonvillear.com/DocumentCenter/View/18161/Bentonville-Community-Plan-As-Amended-2025?bidId=

  ☑ Thoughtful Growth (p.38)
  - Infill Development
  - Existing Infrastructure

  ☑ Robust Economy (p.39)
  - Providing a variety of housing options
  - Access to high quality parks, recreation, schools, and multi-modal transportation opportunities.

  ☑ Welcoming and Diverse (p.39)
  - Welcoming to all
  - Provides a sense of community

  ☑ The Bentonville Experience (p.40)
  - Redevelopment near downtown
  - Providing a variety of housing options
  - New neighborhoods throughout the community
  - Transportation system that supports motorists, cyclists and pedestrians

  ☑ A Great Place to plant Roots (p.40)
  - Housing Options for market entry level
  - The ability to age in place
  - Shopping, employment, and education options
  - New neighborhoods throughout the community

Development Impact, Intensity and location

- [x] **Impact foreseen in the Future Land Use Map**
  (Does the proposed rezoning fit within the place type, i.e. SR?)
- [x] **Intensity and Significant Economic Development criteria (for ER)**
  - [ ] Is the adjacent zone similar to the requested rezone?
  - [ ] 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: BLACK PINE CONSTRUCTION & DEVELOPMENT LLC Date: 4/30/25

Signature: [redacted], ATTORNEY

NOTICE OF INTENT TO REZONE

Black Pine Construction & Development, LLC has requested the Bentonville Planning Commission to set a public hearing date to consider rezoning the following property from R-1, Low Density Single-family Residential to DN-3, Downtown High Density Residential

The legal description of the property is as follows:

See Exhibit A, attached hereto

The common description of the property is: 868 NW B St.

The public hearing will be held June 17th, 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:

I would like to keep this section of our neighborhood more single family housing. We already have a lot of high density being added.

[redacted]

900 NW C St

Signature and Physical Address

EXHIBIT A

Legal Description

Lot 2, Block 1, Crabtree Addition, an addition to the City of Bentonville, Benton County, Arkansas, as shown in/as Plat Record Book A, at Page 109

Denise Estrada
901 NW B St.
Bentonville, AR
[redacted]

6/12/2025

Dear Planning Commission Members,

I hope this letter finds you well. I am writing to express my strong opposition to the proposed rezoning of the lot located at 868 NW B Street, Bentonville, from a residential single-family home neighborhood to a downtown high-density residential zone.

Our community, which currently thrives on its tranquil environment and family-oriented atmosphere, would be dramatically altered by this rezoning. Here are several key reasons why I oppose this change:

1. **Impact on Neighborhood Character**: Rezoning this area for high-density development would significantly change the character of our Park Springs Park neighborhood. The transition from single-family homes to multi-family units would lead to increased noise, traffic, and congestion, detracting from the peaceful living environment we currently cherish. The City of Bentonville (COB) approved zoning updates for our neighborhood this Spring 2025. These updates clearly state our zoning is for residential single family home. This lot is sized for a small single family home and not for high-density residential units.
2. **Decreased Property Values**: The change in zoning could lead to a decline in property values for current homeowners. My single-family home is directly across the street from 868 NW B St. Prospective buyers often seek out the stability and tranquility of residential areas, and introducing high-density zoning may discourage investment in our neighborhood.
3. **Infrastructure Strain**: The existing infrastructure is designed to accommodate a residential community with bikes permitted full use of NW B St. High-density zoning would place an undue strain on these resources, potentially leading to increased risk for our cyclists and wear and tear on our roads.
4. **Environmental Concerns**: Increased density could also impact local wildlife habitats and green spaces. Our neighborhood is home to various plants and animals that would be threatened by new construction. Preserving these natural areas is essential for maintaining the ecological balance in our community.

In conclusion, I urge the council to reconsider the proposal to rezone the lot to a high-density zone. Our Park Springs Park neighborhood is a valuable community asset, and its preservation should be a priority. I encourage you to listen to the voices of the residents and uphold the character of our beloved neighborhood.
Thank you for considering my concerns. I look forward to your response.

Sincerely,

[redacted]
Denise Estrada
901 NW B. St., Bentonville

[redacted]
901 NW B St., Bentonville

NOTICE OF INTENT TO REZONE

Black Pine Construction & Development, LLC has requested the Bentonville Planning Commission to set a public hearing date to consider rezoning the following property from R-1, Low Density Single-family Residential to DN-3, Downtown High Density Residential

The legal description of the property is as follows:

See Exhibit A, attached hereto

The common description of the property is: 868 NW B St.

The public hearing will be held June 17th, 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:

Please see our reasoning on the reverse side of this letter.

[redacted]
Signature and Physical Address

[redacted] 901 NW B ST. Bentonville.
al Address

NOTICE OF INTENT TO REZONE

Black Pine Construction & Development, LLC has requested the Bentonville Planning Commission to set a public hearing date to consider rezoning the following property from R-1, Low Density Single-family Residential to DN-3, Downtown High Density Residential

The legal description of the property is as follows:

See Exhibit A, attached hereto

The common description of the property is: 868 NW B St.

The public hearing will be held June 17th, 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:

I have lived where 41 years as Single family housing. Have watched other home owners remodel their home or have torn ~~are empty~~ down a home to rebuild in that quite neighbor and chose that location because is was zone R-1. We get enough traffic because of the park, Springs and parking ~~when~~ with the new [redacted] going to be a problem

[redacted]

Signature and Physical Address

903 N.W.B

Signature and Physical Address

My house was destroyed by the tornado last May and I am still rebuilding. Fixer to Fabulous have already done 3 homes on this Street. Please keep our Single family 7 Status.

was not happy when D-2 passed

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL TO DN-2, DOWNTOWN MEDIUM-DENSITY RESIDENTIAL; AND FOR OTHER PURPOSES.
(PROJECT NUMBER: RZ25-0027)

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

LOT 2, BLOCK 1, CRABTREE ADDITION, AN ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN IN/AS PLAT RECORD BOOK A, AT PAGE 109;

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held June 17, 2025 in the Council Chambers of the City of Bentonville;

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

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

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

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

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

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

PASSED AND APPROVED this_____ day of _____, 2025.

APPROVED:

_____
Stephanie Orman, Mayor

ATTEST:

_____
Malorie Marrs, City Clerk

Rezoning - Ehret - R-1, Low-Density Single-Family Residential to DN-3, Downtown High Density Residential

1001 Convair St

PC Date: 6/17/2025

Staff Report Details

Project Number	(RZ25-0029)
Applicant / Current Owner	Ken Ehret
Site Area	0.33 Acres
Current Zoning	R-1
Requested Zoning	DN-3
Current Future Land Use Map Designation	Neighborhood Walkable
Requested Future Land Use Map Designation	Medium-High Density Residential
Development Type / Use	Higher-density living
Related projects	

Property Description

Located in Section 33, Township 20 North, Range 30 West. Located at the Northwest corner of Douglas Street and Convair Street. Lot 14 and the North 3 feet of lot 15, Skyview Acres Subdivision. As shown in plat record "E" page 38. Surrounding zoning districts currently include PUD, R-1, C-2, and I-2. Future Land Use designations surrounding the project include Regional Center and Neighborhood Walkable.

Project Details

The applicant has requested a rezoning of the property from R-1, Low Density Single Family Residential to DN-3, Downtown High Density Residential.

The applicant states in their narrative that they are requesting a rezone to bring the property's zoning into compliance with the Future Land Use Map under Standard Review, for the purpose of building single family attached homes. The property is designated as a walkable neighborhood in the Future Land Use Map. All surrounding properties share the land use of walkable neighborhood. Adjacent zoning districts include R-1, Low-Density Single-Family Residential to the North, south, east and west. One block to the west, however, there is a mixture of DN-2, Downtown Medium Density Residential and R-3, Medium-High Density Multifamily Residential.

Project Details

Consistency
The proposed rezone is consistent with the newly adopted Future Land Use Map under Standard Review.

Impact
The impact of this rezone on the community will be to set the zoning regulations for the development of this project. Pursuant to the alignment policy, DN-3 is in alignment with the Walkable Neighborhood place type and will implement the City-wide vision of where growth is appropriate, per the Future Land Use Map.

Compatibility
The design guidelines for the residential downtown districts (Development Code 1100.22), by which DN-3 is regulated, require rear loading, exterior materials and details to be *"consistent with the character of the surrounding context"*. The maximum height allowed for DN-3 is 40 feet while the maximum height allowed for the adjacent R-1 zoning is 36ft. Since all of the land within this neighborhood has a future land use of Walkable Neighborhood, there is a high likelihood of many of those properties rezoning to DN-2 and DN-3 which have a maximum allowed height of 36ft and 40ft respectively. This helps to create a terraced effect down to lower-density place types. With the neighborhoods north of 8th Street quickly evolving due to nearby development of the Walmart Home Office, a proposed use of single family attached houses would be a much-needed addition to the area.

Intensity
The parcel is within the surrounding Walkable Neighborhood place type. The neighborhood that is designated as Walkable Neighborhood is surrounded by more intense place types, with Urban Neighborhood to the North, Walkable Corridor to the South, and Regional Center to the East and West.

Orderly Transition
The project is an infill project. Infill development seeks to reduce sprawl and conserve natural areas by placing mild increases in density within the existing urban fabric, keeping housing near job centers and promoting walking with shorter distances between residents and destinations.

Relationship to the Community Plan

This property is presently designated as Walkable Neighborhood and is surrounded by Urban Neighborhood to the North, Walkable Corridor to the South, and Regional Center to the East and West.

Rezoning the properties to DN-3 would bring 1001 into alignment with the FLUP. Rezoning and re-developing these properties would provide greater housing density to a transitional location.

The zoning request for 1001 Convair aligns with the FLUM under standard review..

Public Comment

Has Staff received Public Comment at the time of this report? : **No**

Analysis / Waivers

The subject property is surrounded by Urban Neighborhood to the North, Walkable Corridor to the South,

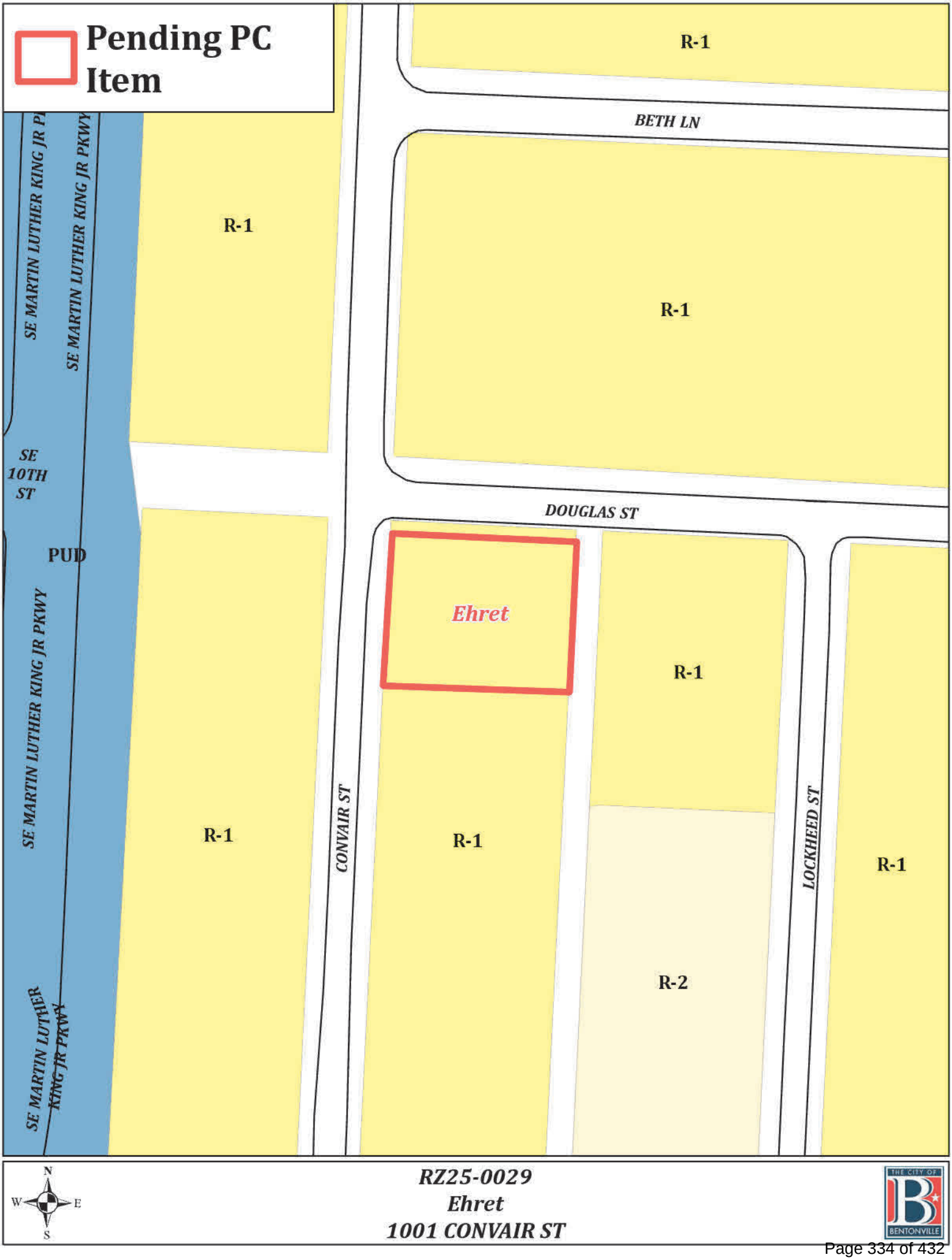
Analysis / Waivers

and Regional Center to the East and West. The land use and zoning requests support the goals of the Bentonville Community Plan in supporting higher density and more housing units.

Conclusion

Given this property's location within Walkable Neighborhood land use, as well as aligning with the Bentonville Community Plan, staff recommends approval of this request.

Additional Details


Pending PC Item
R-1
BETH LN
SE MARTIN LUTHER KING JR PKWY
SE MARTIN LUTHER KING JR PKWY
R-1
R-1
SE 10TH ST
DOUGLAS ST
PUD
Ehret
R-1
SE MARTIN LUTHER KING JR PKWY
CONVAIR ST
R-1
R-1
LOCKHEED ST
R-1
R-2
SE MARTIN LUTHER KING JR PKWY
N
W
E
S
RZ25-0029
Ehret
1001 CONVAIR ST
THE CITY OF BENTONVILLE

The property located at 1001 Convair St is currently zoned as R1 Low Density Residential. We are formally requesting a rezoning to DN-3 Downtown Medium-High Density Residential to better align with the needs and growth of the area. The current property owner is Ken Ehret, and there are no planned or proposed sales of the property at this time. The purpose of this rezoning request is to facilitate the development of single-family attached homes, providing a more diverse housing option within the community.

The planned development at 1001 Convair St is fully consistent with both the existing zoning framework and the future land use plans for the surrounding area. As per the city's future land use plan, the neighborhood is designated as a "walkable community," making it an ideal location for higher-density residential development. This designation supports the city's vision of creating connected, pedestrian-friendly neighborhoods that are within close proximity to amenities, transportation options, and employment centers.

Our intention is to demolish the existing structure, which is currently in poor condition and no longer viable for long-term use. In its place, we will construct single-family attached homes that will introduce a unique and desirable housing diversity to the area. This type of housing offers a balance between the traditional single-family home and more urbanized, high-density living, catering to a wide range of potential residents.

The development aims to contribute positively to the neighborhood by offering high-quality, modern homes in an area that is experiencing ongoing revitalization. These homes will provide much-needed options for residents seeking to live in a central, vibrant location while also supporting the city's broader goal of increased density in appropriate areas.

It is important to note that there will be no signage placed on the property, maintaining the aesthetic of the area and minimizing any visual disruption to the surrounding environment.

Additionally, the property has convenient access to necessary infrastructure, including a 6" water line on the west side of the property along Convair St and an 8" sewer line, which is located on the north and west side of the property along Douglas and the alleyway. This makes the site well-equipped for the proposed development, ensuring that essential services can be easily provided without requiring extensive upgrades.

In conclusion, this rezoning request for 1001 Convair St to DN-3 Downtown Medium-High Density Residential is an opportunity to bring much-needed housing diversity to an evolving neighborhood. By offering single-family attached homes, we will provide a modern, walkable living environment that supports the city's broader goals of sustainable growth and urban development. We are committed to ensuring that the development complements the surrounding area and meets the needs of future residents while respecting the character of the community.

✅ City of Bentonville Rezone Application Review Checklist

Please check all applicable boxes:

🗺️ Consistency with Planning Documents

Designate the Future Land Use Map Alignment Policy Review Category

[Res-No-02-11-25M_Future-Land-Use-Map-and-Zoning-Alignment-Policy]

- ☑ Standard Review (SR)
- ☐ Enhance Review (ER)
- ☐ PUD/ PRD
- ☐ Neither SR nor ER (Staff Recommends denial)

- **Consistency with the vision of the Community Plan**
  (Is the request supported by the vision and guiding principles of the Community Plan?)
  bentonvillear.com/DocumentCenter/View/18161/Bentonville-Community-Plan-As-Amended-2025?bidId=

☑ Thoughtful Growth (p.38)

- Infill Development
- Existing Infrastructure

☑ Robust Economy (p.39)

- Providing a variety of housing options
- Access to high quality parks, recreation, schools, and multi-modal transportation opportunities.

☑ Welcoming and Diverse (p.39)

- Welcoming to all
- Provides a sense of community

☑ The Bentonville Experience (p.40)

- Redevelopment near downtown
- Providing a variety of housing options
- New neighborhoods throughout the community
- Transportation system that supports motorists, cyclists and pedestrians

☑ A Great Place to plant Roots (p.40)

- Housing Options for market entry level
- The ability to age in place
- Shopping, employment, and education options
- New neighborhoods throughout the community

📈 Development Impact, Intensity and location

- [x] **Impact foreseen in the Future Land Use Map**
  (Does the proposed rezoning fit within the place type, i.e. SR?)
- [ ] **Intensity and Significant Economic Development criteria (for ER)**
  - [x] Is the adjacent zone similar to the requested rezone?
  - [x] Is the proposed rezone near the center of a "Center" or "Corridor" place type?
  - [x] Is the proposed rezone near the edge of a "Neighborhood" place type?
  - [x] Is the proposed rezone necessary to allow economic development of regional significance or a use unique in the region and its impact can be mitigated to preserve the public's health, safety, and welfare.

🏠 Compatibility

- [x] **Compatibility with Neighboring Development**
  (Is the rezone compatible with recent development activity in the surrounding area?)

Name: Jill Ehret Date: 5/14/24

Signature: [redacted]

NOTICE OF INTENT TO REZONE

Ken Ehret has requested the Bentonville Planning Commission to set a public hearing date to consider rezoning the following property from R-1, Low Density Single-Family Residential to DN-3, Downtown High Density Residential

The legal description of the property is as follows:

LOT 14 AND THE NORTH 3 FEET OF LOT 15, SKYVIEW ACRES SUBDIVISION, BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN IN PLAT RECORD 'E" PAGE 38.

The common description of the property is: 1001 Convair St. Bentonville, AR 72712

The public hearing will be held June 17, 20 25 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:

see attached ...

[redacted] 1006 Convair St.

Signature and Physical Address

Signature and Physical Address

Reasons for my objection to the rezoning of 1001 Convair Street

1- Mr. Ehret owns several properties in the neighborhood (mostly through his LLCs) and has not demonstrated any concern for their appearance.

In particular: 1307 Convair and 1305 Lockheed. Both look abandoned and disgusting.

1307 Convair has a caved-in roof, as well as furniture rotting at the curb for well over a year now.

1305 Lockheed has not been maintained at all and now had weeds over 5 feet tall.

2- There is one of the largest and most beautiful trees in the neighborhood on this lot. Based on Mr. Ehret's development at 1100 and 1102 Lockheed, as well as his other lots that he has cleared completely, there appears to be no consideration or interest in preserving, maintaining, or advancing any vegetation in the neighborhood. We lost a substantial amount of trees to the storms of 2024. I don't believe clearing out the rest in the name of density is in the best interest of our community.

I understand the city's need and plan for higher density in our neighborhood, and welcome that.

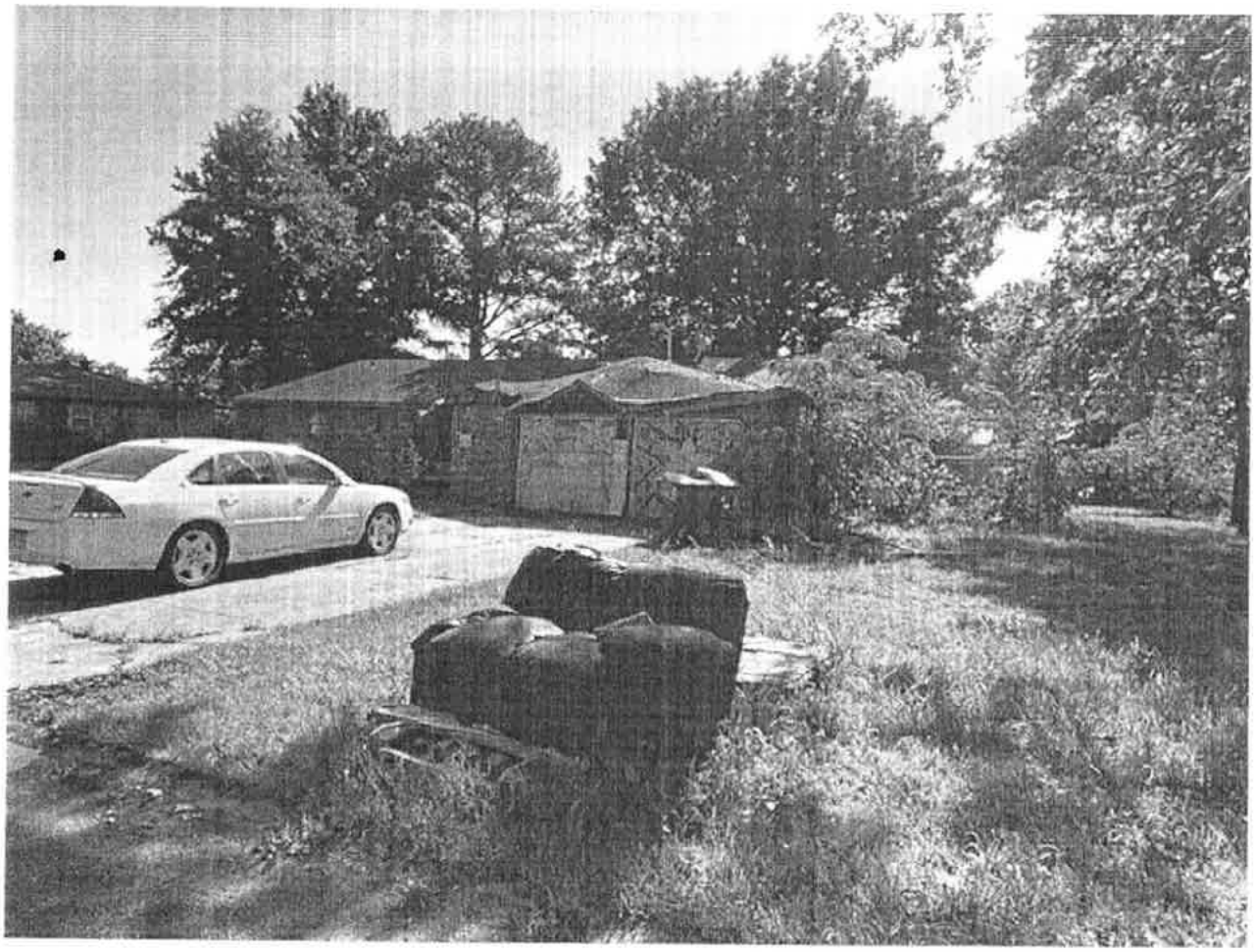
But it makes no sense to rubber stamp zoning to property owners that do not show any concern for the appearance of their properties.

Until there is a plan to clean up his other properties and protect the giant tree on this lot, I don't believe this is the direction the city should go at this time.

Thank you.

Mike Karbouski

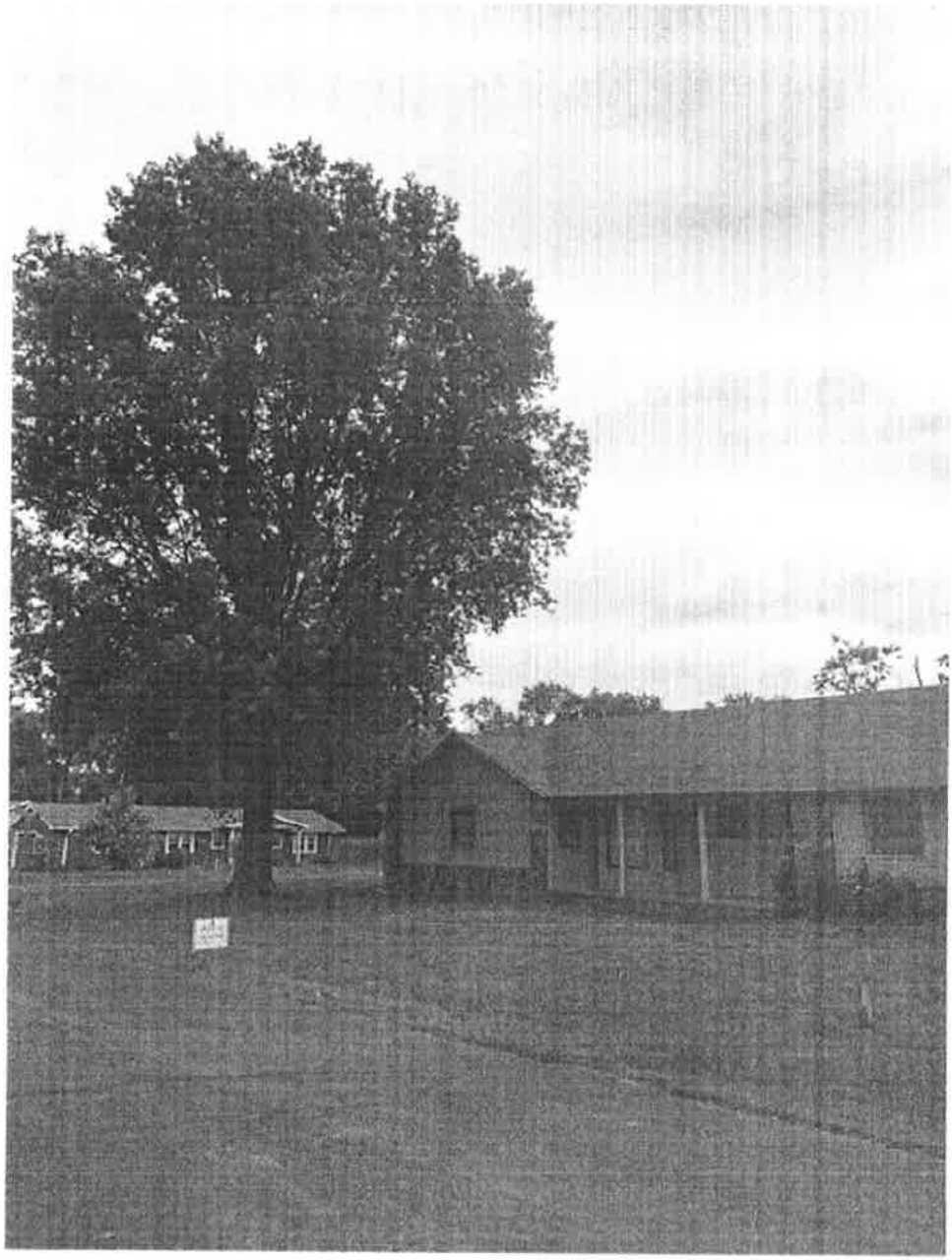
1006 Convair St



1307 Convair. No excuse for this. A true eyesore for over a year.

1305 Lockheed





1001 Convair tree.

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL TO DN-3, DOWNTOWN HIGH DENSITY RESIDENTIAL; AND FOR OTHER PURPOSES.
(PROJECT NUMBER: RZ25-0029)

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

LOT 14 AND THE NORTH 3 FEET OF LOT 15, SKYVIEW ACRES SUBDIVISION, BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN IN PLAT RECORD 'E" PAGE 38;

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held June 17, 2025 in the Council Chambers of the City of Bentonville;

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

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

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

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

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

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

PASSED AND APPROVED this_____ day of _____, 2025.

APPROVED:

_____
Stephanie Orman, Mayor

ATTEST:

_____
Malorie Marrs, City Clerk

Rezoning - Brightbox LLC - DN-3, Downtown High Density Residential and R-3, Medium-High Density Multifamily Residential to DE, Downtown Edge

802 and 804 SE G Street

PC Date: 6/17/2025

Staff Report Details

Project Number	(RZ25-0021)
Applicant / Current Owner	Brightbox LLC
Site Area	+/- **[.70]** Acres
Current Zoning	DN-3, Downtown High Density Residential and R-3, Medium-High Density Multifamily Residential
Requested Zoning	DE, Downtown Edge
Current Future Land Use Map Designation	Urban Corridor and Urban Neighborhood
Requested Future Land Use Map Designation	
Development Type / Use	Multi-family residential and/or condominiums
Related projects	

Property Description

The subject properties are located at 802 and 804 SE G Street. 802 is currently zoned DN-3, Downtown High Density Residential with a future land use of Urban Corridor and 804 is currently zoned R-3, Medium-High Density Multifamily Residential with a future land use of Urban Neighborhood. Surrounding zoning districts include DE, Downtown Edge, R-1, Low-Density Single-Family Residential, and DN-3, Downtown High Density Residential to the east, DN-2, Downtown Medium Density Residential to the south, R-3, Medium-High Density Multifamily Residential to the west, and Planned Unit Development (PUD) and C-2, General Commercial to the north.

Project Details

The applicant has requested a rezoning of the properties from DN-3, Downtown High Density Residential and R-3, Medium-High Density Multifamily Residential to DE, Downtown Edge. The applicant states in their narrative that the intended use is multi-family residential or condominiums which will be compatible with the surrounding updated zoning districts as shown in Bentonville Land Use Map under standard review for 802 and enhanced review for 804.

Project Details

Consistency
The proposed rezone is consistent with the newly adopted Future Land Use Map under Standard Review for 802 and Enhanced Review for 804.

Impact
The impact of this rezone on the community will be to set the zoning regulations for the development of this project. Pursuant to the alignment policy, DE is in alignment with the Urban Corridor and Urban Neighborhood place types and will implement the City-wide vision of where growth is appropriate, per the Future Land Use Map.

Compatibility
The design guidelines for the residential downtown districts (Development Code 1100.22), by which DE is regulated, require rear loading, exterior materials and details to be *"consistent with the character of the surrounding context"*. The maximum height allowed for DE is 50ft while the maximum height allowed for the adjacent R-3 zoning is 40ft. Since much of the land to the south of 8th Street has a future land use of Urban Neighborhood, there is a high likelihood of many of those properties rezoning to DN-3 and DN-4 which have a maximum allowed height of 40ft and 50ft respectively. This helps to create a terraced effect down to lower-density place types. With the neighborhoods south of 8th Street quickly evolving due to nearby development, a proposed use of multifamily housing or condos would be a much-needed addition to the area.

Intensity
The parcel is on the boundary between Place Types. The Regional Center Play Type to the north is more intense and the Urban Neighborhood Place Type to the south is less intense. The Urban Corridor provides a transition between the intensities of the adjacent place types. The Alignment Policy calls for the *"most intense zone to be at the edge of Place Type"* which, in this case, would be DE.

Orderly Transition
The project is an infill project. Infill development seeks to reduce sprawl and conserve natural areas by placing mild increases in density within the existing urban fabric, keeping housing near job centers and promoting walking with shorter distances between residents and destinations.

Relationship to the Community Plan

These properties are presently designated as Urban Corridor (802) and Urban Neighborhood (804) and are surrounded by Urban Neighborhood to the south, Urban Corridor to the east and west, and Regional Center to the north.

Rezoning the properties to DE would bring 802 into alignment with the FLUP and would extend DE zoning only one parcel to the south (804) from where the current extent is of Urban Corridor. Rezoning and re-developing these properties would provide greater housing density to a transitional location between Downtown Core and lower-density residential neighborhoods. Though DN-4 allows for multi-family and condos, DE has smaller setbacks allowing for larger development while still maintaining space between buildings.

The zoning request for 802 aligns with the FLUM under standard review. The zoning request for 804 aligns with the FLUM under enhanced review.

Public Comment

Has Staff received Public Comment at the time of this report? : **No**

Analysis / Waivers

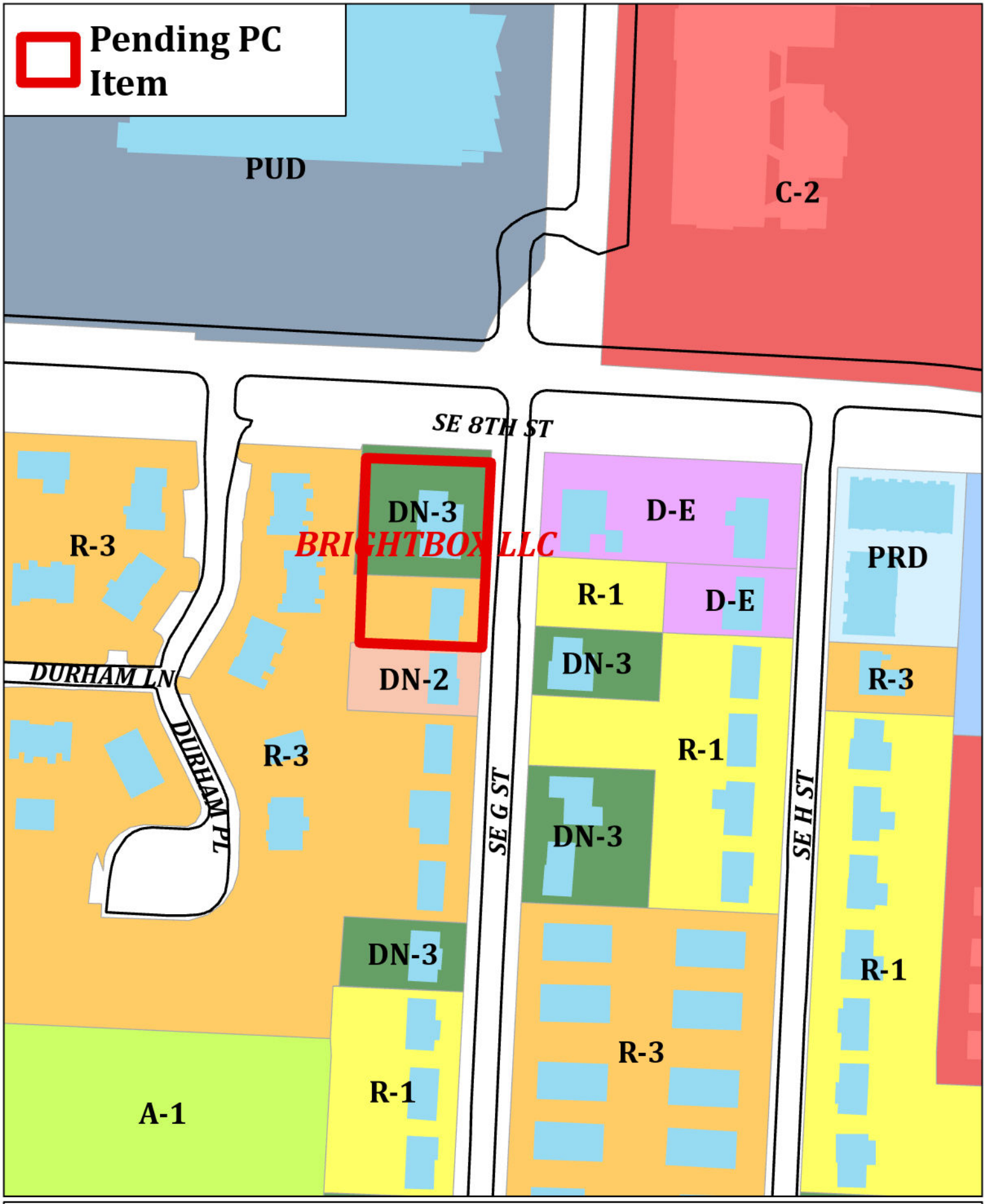
The subject properties are surrounded by Urban Neighborhood to the south, Urban Corridor to the east and west, and Regional Center to the north. The land use and zoning requests support the goals of the Bentonville Community Plan in supporting higher density and more housing units.

From a built environment lens, this area consists of a mix of single-family homes and townhouses. All public utilities exist but increasing density has the potential for further sanitary sewer impacts to the system based on the proposed development. A downstream sewer study could be required based on the proposed density of the development plan. That requirement will be evaluated when the development plans are submitted.

Conclusion

Given this property's location within Urban Corridor and Urban Neighborhood land use and a mix of residential and commercial zoning districts, as well as aligning with the Bentonville Community Plan, staff recommends approval of this request.

Additional Details



RZ25-0021
BRIGHTBOX LLC
802 SE G St

Civil Engineering, Landscape Architecture,
Survey, Planning & Program Management

2600 NE 11th Street, 3rd Floor
Bentonville, AR 72712
Office: 479.273.9472
ceieng.com

05-02-2025

City of Bentonville
Planning Dept.
305 SW A St.
Bentonville, AR 72712

RE: Brightbox LLC Rezoning Application

Dear Planning Commission,

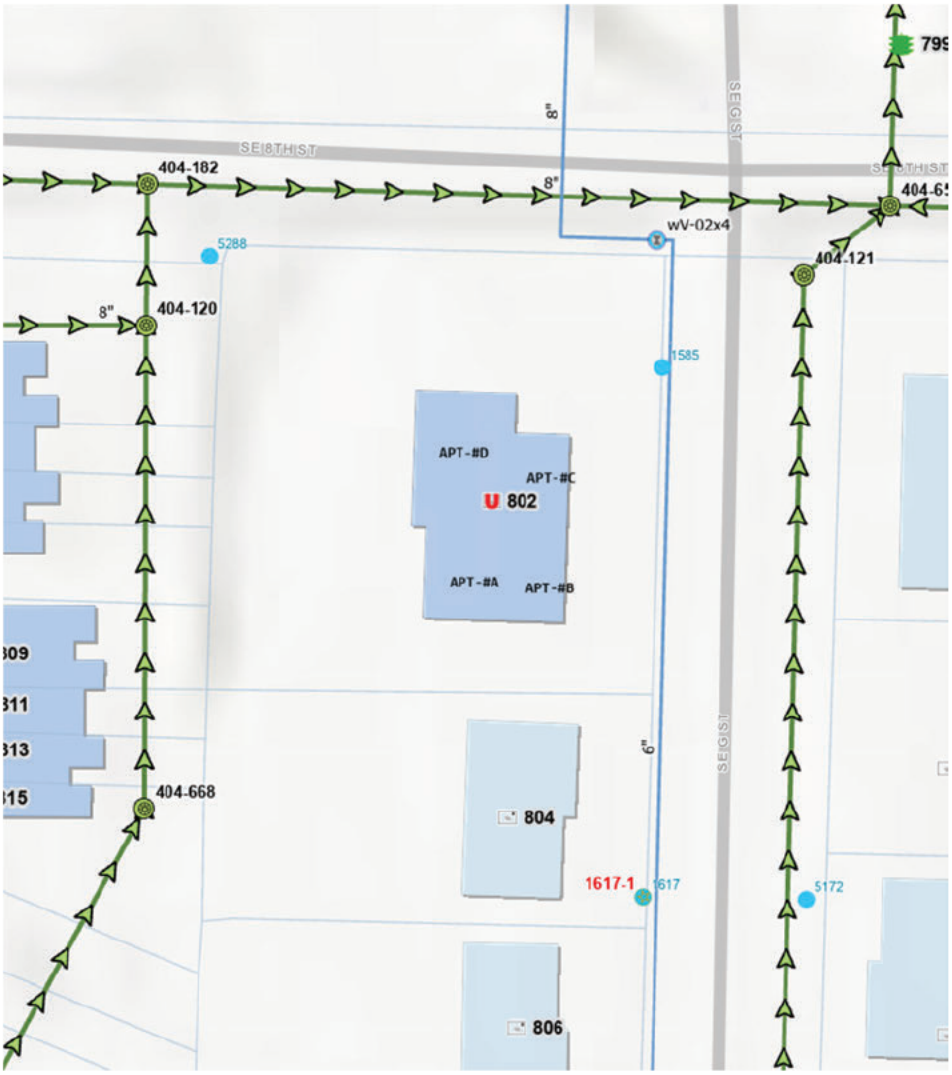
Please accept this narrative letter to accompany a request by Brightbox LLC, owner of real property located in the City of Bentonville, for consideration of a rezoning for Benton County parcel 01-02569-000 & 01-02567-000 from DN-3, *Downtown High-Density Residential* to entirely DE, *(Downtown Edge)*. The property area is approximately 0.70 acres located at 802 and 804 SE G Street. Parcel 01-02569-000 is owned by Brightbox LLC and is planned for development as multi-family residential and/or condominiums. Parcel ID 01-02567-000 is currently under contract and is planned for development as multi-family residential and/or condominiums.

Pending approval of this rezoning request, a proposed development plan will be submitted to address details of construction. It will be consistent with the allowable uses under the current city of Bentonville zoning code for the proposed district. Zoning of the subject tract as DE use will be compatible with the surrounding updated zoning districts as shown in Bentonville Land Use Map.

The future development is consistent with other adjacent developments the owner has been constructing. These developments provide a variety of housing options that help provide a sense of community and welcoming. The development is also adjacent to several shopping areas and employment. It is also located directly off of the 8th Steet cycling/walking path which provides great access to surrounding trails and parks.



Access to this development will be provided by SE H Street. An increase of traffic can be expected from the development of muti-family residential and/or condominiums but can be accommodated by the recent 8th Street improvements.



All necessary water and sewer utilities for the proposed development are available on or by adjacent easements to the subject tract as shown on the Bentonville GIS below:

Anticipated signage for the multi-family residences and/or condominiums will likely be limited to ground level or building mounted signs denoting the entry and exit of property; details of signage will be provided with the development plans.

Thank you for your review and consideration.
CEI Engineering Associates, Inc.

🟩 City of Bentonville Rezone Application Review Checklist

Please check all applicable boxes:

🗺️ Consistency with Planning Documents

Designate the Future Land Use Map Alignment Policy Review Category

[Res-No-02-11-25M Future-Land-Use-Map-and-Zoning-Alignment-Policy]

- [X] Standard Review (SR)
- [X] Enhance Review (ER)
- [ ] PUD/ PRD
- [ ] Neither SR nor ER (Staff Recommends denial)

- **Consistency with the vision of the Community Plan**
  (Is the request supported by the vision and guiding principles of the Community Plan?)
  bentonvillear.com/DocumentCenter/View/18161/Bentonville-Community-Plan-As-Amended-2025?bidId=

  - [X] Thoughtful Growth (p.38)
    - Infill Development
    - Existing Infrastructure
  - [X] Robust Economy (p.39)
    - Providing a variety of housing options
    - Access to high quality parks, recreation, schools, and multi-modal transportation opportunities.
  - [X] Welcoming and Diverse (p.39)
    - Welcoming to all
    - Provides a sense of community
  - [X] The Bentonville Experience (p.40)
    - Redevelopment near downtown
    - Providing a variety of housing options
    - New neighborhoods throughout the community
    - Transportation system that supports motorists, cyclists and pedestrians
  - [X] A Great Place to plant Roots (p.40)
    - Housing Options for market entry level
    - The ability to age in place
    - Shopping, employment, and education options
    - New neighborhoods throughout the community

Development Impact, Intensity and location

- [X] **Impact foreseen in the Future Land Use Map**
  (Does the proposed rezoning fit within the place type, i.e. SR?)
- [X] **Intensity and Significant Economic Development criteria (for ER)**
  - Yes ☐ Is the adjacent zone similar to the requested rezone?
  - Yes ☐ Is the proposed rezone near the center of a "Center" or "Corridor" place type?
  - Yes ☐ Is the proposed rezone near the edge of a "Neighborhood" place type?
  - Yes ☐ 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

- Yes ☐ **Compatibility with Neighboring Development**
  (Is the rezone compatible with recent development activity in the surrounding area?)

Name: Brittany Gillen Date: 05-02-2025

Signature: [redacted]

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF DN-3, DOWNTOWN HIGH DENSITY RESIDENTIAL TO DE, DOWNTOWN EDGE; AND FOR OTHER PURPOSES.
(PROJECT NUMBER: RZ25-0021-A)

WHEREAS, Brightbox 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 DN-3, DOWNTOWN HIGH DENSITY RESIDENTIAL to DE, DOWNTOWN EDGE to be used in accordance with city zoning laws and state laws, which property is described as follows:

LOT 12, BLOCK 3, FAIRFIELD ADDITION, BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN IN PLAT RECORD O AT PAGE 351;

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held June 17, 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 DN-3, DOWNTOWN HIGH DENSITY RESIDENTIAL to DE, DOWNTOWN EDGE.

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 DN-3, DOWNTOWN HIGH DENSITY RESIDENTIAL to DE, DOWNTOWN EDGE to be used in accordance with the city zoning laws and state laws;

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

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

PASSED AND APPROVED this_____ day of _____, 2025.

APPROVED:

_____
Stephanie Orman, Mayor

ATTEST:

_____
Malorie Marrs, City Clerk

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF R-3, MEDIUM-HIGH DENSITY MULTIFAMILY RESIDENTIAL TO DE, DOWNTOWN EDGE; AND FOR OTHER PURPOSES.
(PROJECT NUMBER: RZ25-0021-B)

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

LOT 11, BLOCK 3, FAIRFIELD ADDITION, BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT RECORD "O", AT PAGE 351;

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held June 17, 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-3, MEDIUM-HIGH DENSITY MULTIFAMILY RESIDENTIAL to DE, DOWNTOWN EDGE.

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-3, MEDIUM-HIGH DENSITY MULTIFAMILY RESIDENTIAL to DE, DOWNTOWN EDGE to be used in accordance with the city zoning laws and state laws;

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

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

PASSED AND APPROVED this_____ day of _____, 2025.

APPROVED:

_____
Stephanie Orman, Mayor

ATTEST:

_____
Malorie Marrs, City Clerk

	Planned Unit Development - Walmart Campus, Revision 19
	Southeast 8th Street
	PC Date: 6/17/2025

Staff Report Details

Project Number	(PUD20-0002)
Applicant / Current Owner	Wal-Mart Stores, Inc.
Site Area	+/- 231 Acres
Current Zoning	Planned Unit Development (PUD)
Requested Zoning	Planned Unit Development (PUD)
Current Future Land Use Map Designation	General Commercial
Requested Future Land Use Map Designation	
Development Type / Use	Walmart Campus
Related projects	

Property Description

The subject property is the new Walmart Campus, generally bounded by East Central Avenue to the north, Southeast 14th Street to the south, Southeast Moberly Avenue to the East, and Southeast J Street to the West. Public streets Southeast 5th Street, Southeast 8th Street, and Southeast Martin Luther King Jr. Parkway run through the campus, along with several private streets.

Project Details

The proposed PUD revision #19 provides the following changes from the most recently approved revision:

- An increase of 666 parking spaces in two surface lots: SL04- 355 spaces and SL05- 331 spaces. The surface lots were previously shown but removed with PUD Revision #5.
- Parking Decks 2, 4, and 8 are now gated above the first level. Between the first level structured parking, PD9 and the new surface lots, a total of 1,342 spaces are provided for retail use.
- Provides for the activation of outside eating areas with fencing at the property line.
- Adding SL04 and SL05 to the Phasing and adjusting the associated open space calculations.

Project Details

Relationship to the Community Plan

Public Comment

Has Staff received Public Comment at the time of this report? : **Yes**

Analysis / Waivers

Conclusion

Staff recommends approval of this PUD revision.

Additional Details

CONTACTS

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 Street
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 DEPARTMENT
City of Bentonville
Justin Scantlin, Fire Chief
800 SW A Street
Bentonville, AR 72712
(479) 271-5927 or (479) 685-1096

STREET DEPARTMENT
City of Bentonville
Daniel Clardy
3200 SW Municipal Drive
Bentonville, AR 72712
(479) 696-0279

WATER DEPARTMENT
City of Bentonville
Beau Thompson
3200 SW Municipal Drive
Bentonville, AR 72712
(479) 271-3140

ELECTRIC DEPARTMENT
City of Bentonville
Travis Matlock
3200 SW Municipal Drive
Bentonville, AR 72712
(479) 271-3159

WASTEWATER DEPARTMENT
City of Bentonville
Chris Earl
1901 NE A Street
Bentonville, AR 72712
(479) 271-3161

PLANNING DEPARTMENT
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

WALMART CAMPUS

PUD SUBMISSION - 19TH REVISED SUBMISSION; 2ND SUBMITTAL
MAY 22, 2025

SHEET INDEX

PROJECT NARRATIVE
P03 Written Description of PUD

OVERALL SITE
P05 General Vicinity Map
P06 Site Boundary
P07 Master Plan | Building Types
P08 Master Plan | Zones
P09 Zone Map | LSD Package Zone 01
P10 Zone Map | LSD Package Zone 02N
P11 Zone Map | LSD Package Zone 02NW
P12 Zone Map | LSD Package Zone 02NE
P13 Zone Map | LSD Package Zone 02S
P14 Zone Map | LSD Package Zone 03
P15 Zone Map | LSD Package Zone 04
P16 Zone Map | LSD Package Zone 04 Phase 2
P17 Zone Map | LSD Package Zone 05
P18 Zone Map | LSD Package Zone 06
P19 Zone Map | South CUP, North CUP + Substation B
P20 PUD Construction Phasing Plan

BOUNDARY SURVEY
P21 ROW & Setback Boundaries

STREET SECTIONS
P22 Public City Street | SE J Street
P23 Public City Street | SE Matin Luther King Jr Parkway
P24 Public City Street | 8th Street
P25 Public Ardot Street | SE 14th Street
P26 Private Street | SE P Street
P27 Private Street | SE 5th Street
P28 Private Street | SE 10th Street

P29 Parking Lot Soil Depth

P30 Open Space Area

ZONE 01 - ELEVATIONS & MATERIALS
P31 Office Building OF01 | Foundry
P32 Office Building OF02 | Collection
P33 Office Building OF03 | Mill
P34 Office Building OF12 | Collection
P35 Office Building OF04 | Apparel Merchant Building
P36 Building D-01 | Food Hall
P37 Parking Garage | PD01
P38 Parking Garage | PD01 ENHANCEMENTS
P39 Parking Garage | PD02
P40 Parking Garage | PD03
P41 Parking Garage | PD03 ENHANCEMENTS
P42 Parking Garage | PD04

ZONE 02N - ELEVATIONS & MATERIALS
P43 Building E-02 | Fitness Center

ZONE 02NW - ELEVATIONS & MATERIALS
P44 Parking Garage | PD12

ZONE 02NE - ELEVATIONS & MATERIALS
P45 Buildings L-02 + I-02 | Childcare Center

ZONE 02S - ELEVATIONS & MATERIALS
P46 Building F-02 | Welcome Center
P47 Building H-02 | Hotel

ZONE 03 - ELEVATIONS & MATERIALS
P48 Office Building OF05 | Mill
P49 Office Building OF06 | Foundry
P50 Office Building OF07 | Collection
P51 Office Building OF08 | Collection
P52 Parking Garage | PD05
P53 Parking Garage | PD05 ENHANCEMENTS
P54 Parking Garage | PD06
P55 Parking Garage | PD06 ENHANCEMENTS

ZONE 04 - ELEVATIONS & MATERIALS
P56 Office Building OF09 | Mill
P57 Office Building OF10 | Foundry
P58 Office Building OF11 | Collection
P59 Building K-04 | Coffee Shop
P60 Building G-04 | Auditorium, Conference and Training Center
P61 Parking Garage | PD07
P62 Parking Garage | PD07 ENHANCEMENTS
P63 Parking Garage | PD08
P64 Parking Garage | PD09

ZONE 05 - ELEVATIONS & MATERIALS
P65 Building M-05 | Coffee Shop

APPENDIX
P66 Addressing Revision Update | Waiver Approved 12.03.2024

PROJECT DIRECTORY

OWNER
Walmart
Bentonville, AR

ARCHITECT
Gensler
5005 Greenville Avenue
Dallas, TX 75206

ARCHITECT
Duda | Paine Architects
333 Liggett Street
Durham, NC 27701

ARCHITECT
Miller Boskus Lack
224 SE 2nd Street
Suite 200
Bentonville, AR 72712

ARCHITECT
Page Southerland Page, Inc.
1100 Louisiana Street
Suite One
Houston, TX 77002

ARCHITECT
5G Studio Collaborative
1217 Main St
Suite 500
Dallas, Texas 75202

ARCHITECT
Marlon Blackwell Architects
42 East Center St
Fayetteville, Arkansas 72701

PARKING AND ADVISORY
Walker Consultants
2895 Greenspoint Parkway
Suite 600
Hoffman Estates, IL 60169

CIVIL ENGINEER
CEI
3108 SW Regency Parkway
Bentoville, AR 72712

CIVIL ENGINEER
Walter P Moore
1301 McKinney, Suite 1100
Houston, TX 77010

LANDSCAPE ARCHITECT
SWA
811 W. 7th Street
8th Floor
Los Angeles, CA 90017

Walmart Home Office Campus

PUD Submission - Revision 19; 2nd Submittal

May 22, 2025

Walmart is pleased to submit this application for a Planned Unit Development for the new Home Office Campus. We are proud that Northwest Arkansas is our home and intend, through this project, to make both Bentonville and the region even more attractive for the recruitment and retention of talented people. We believe this Home Office Campus project not only reflects the shared values that have helped accelerate growth of the company, the City of Bentonville, and the region, but also will leave a positive impact on the travelers from around the world who visit Bentonville.

4.1.10(a) Description and purpose of the PUD district.

This submission is the result of more than two years of planning and reflects the goals memorialized in the PUD ordinance. With thousands of associates in mind, both present and future, this campus is designed as a place that embraces the natural beauty of the region, enhances, and promotes the community experience, and reflects our company values.

Smart and Sustainable Design

- The campus reflects Walmart's leadership in environmental sustainability through smart building design with high performance building materials, renewable structural systems, and energy-efficient lighting and HVAC systems.
- It incorporates regionally sourced materials, including Southern Yellow Pine timber, grown in Arkansas and custom manufactured in Central Arkansas, for the primary office structural system.
- Thoughtful design in the use of bioswales, stormwater collection and management for irrigation, and wildlife habitat reflect the company's commitment to water quality and control across campus and into city systems.
- Thousands of low-maintenance native trees, shrubs and grasses provide an inviting landscape experience and open space areas that meet or exceed city requirements.
- Green spaces and trails are designed to provide direct access to nature and encourage outdoor interaction between Walmart associates, the Bentonville community, and the physical environment to reinforce sustainable living and holistic well-being.

Connected Campus

- The new 8th Street corridor will improve both visitor and commuter access to campus and the movement from east to west across town.
- The Razorback Greenway will connect the campus via bike trails, walking paths, and street crossings, encouraging safe and accessible alternative access for associates and visitors.
- The campus is designed with functional and attractive streetscapes framed by trees, plazas, buildings, and bikeways via the reestablished street grid. The road network is designed to disperse traffic more efficiently without putting pressure on only a few points of access.

Rooted in our Community

- A portion of the Razorback Greenway passes through campus and provides new tunnels at J Street and 8th Street.
- The trail network will improve pedestrian and cyclist access to the Bentonville Square, Crystal Bridges Museum, The Momentary, Thaden School, NWACC and other points of interest around the region.

401.10(b) Minimum area required for PUD districts.

This PUD application covers an area of approximately 252.38 acres, exceeding the minimum size required (10 acres).

401.10(c) Master site plan required.

See P07-P08 for the Master Plan.

401.10(d) Allowed uses.

All nonresidential uses in Article 401 which are permitted conditionally or by-right in commercial and mixed-use districts. Further details with respect to land use, phasing, and future uses are described by the Master Plan and Construction Phasing Plan on P07, P08, and P20.

401.10(e) Density requirements.

No density requirements are set, as this PUD proposes no residential uses.

401.10(f)(1) Description of proposed zoning and development standards.

Density:	N/A. No residential uses are proposed.
Building setbacks:	See P21, ROW & Setback Boundaries, for setbacks from public streets. Side and rear setbacks are 0’ for any interior parcels.
Height of building or structure:	Structures shall have a maximum height of 100’ above ground level finished floor elevation, except mechanical and telecommunications equipment and required screens may extend beyond this limit.
Lot size, lot width, and lot depth:	No minimum or maximum dimension.
Landscaping:	Parking Lot Landscaping: As required for similar developments, except that the number of trees required shall be provided in the continuous planting islands, where applicable, at the minimum rate of (1) shade tree per every nine (9) parking spaces located in the double row. Internal planting islands shall not be required. Trees shall not be required in external planting islands. External planting islands shall be a minimum size of nine (9) feet by sixteen (16) feet. Street Frontage Buffer Landscaping: See P22-P28 Street Sections. Minimum Tree Size at Time of Planting: As required for similar developments, except minimum size requirements for shrubs, flowering perennials, and other ground cover shall not apply.
Required off-street parking spaces:	N/A. No residential uses are proposed.
Street widths:	See P22-P28 Street Sections.
Garage setbacks:	N/A. No residential garages are proposed.

401.10(f)(2) Modifications prohibited.

Compliance with the development standards referenced in this code section will be demonstrated by way of the Large Scale Development submission.

401.10(f)(3) Encroachment standards.

The table below establishes the standards for encroachments such as canopies, awnings and balconies. Height clearance is measured from the pavement to the bottom most potion of the encroachment. The setback is measured from back of curb or, if no curb is present, from the edge of street pavement.

Minimum height clearance	Minimum setback adjacent to a public street	Minimum setback adjacent to a private street
8’	2’	2’

401.10(g)(1) PUD districts common open space requirements.

This proposal exceeds the minimum requirements for open space to provide a variety of accessible outdoor experiences for Walmart associates, visitors, and, where provided, the public. Please refer to the open space plan which provides details for each phase.

The master plan will provide open space that meets or exceeds code requirements.

See P30, Open Space Area, for required details.

401.10(g)(2) PUD districts parking and off-street loading requirements.

Each phase of the PUD delivers parking in a campus format. The total amount of parking provided in each phase meets or exceeds the minimum requirements set forward in Article 501 of the Bentonville Unified Development Code.

See P20, Phasing Plan, for additional details.

401.10(g)(3) PUD districts perimeter requirements.

The master plan is designed to create maximum compatibility with surrounding land uses.

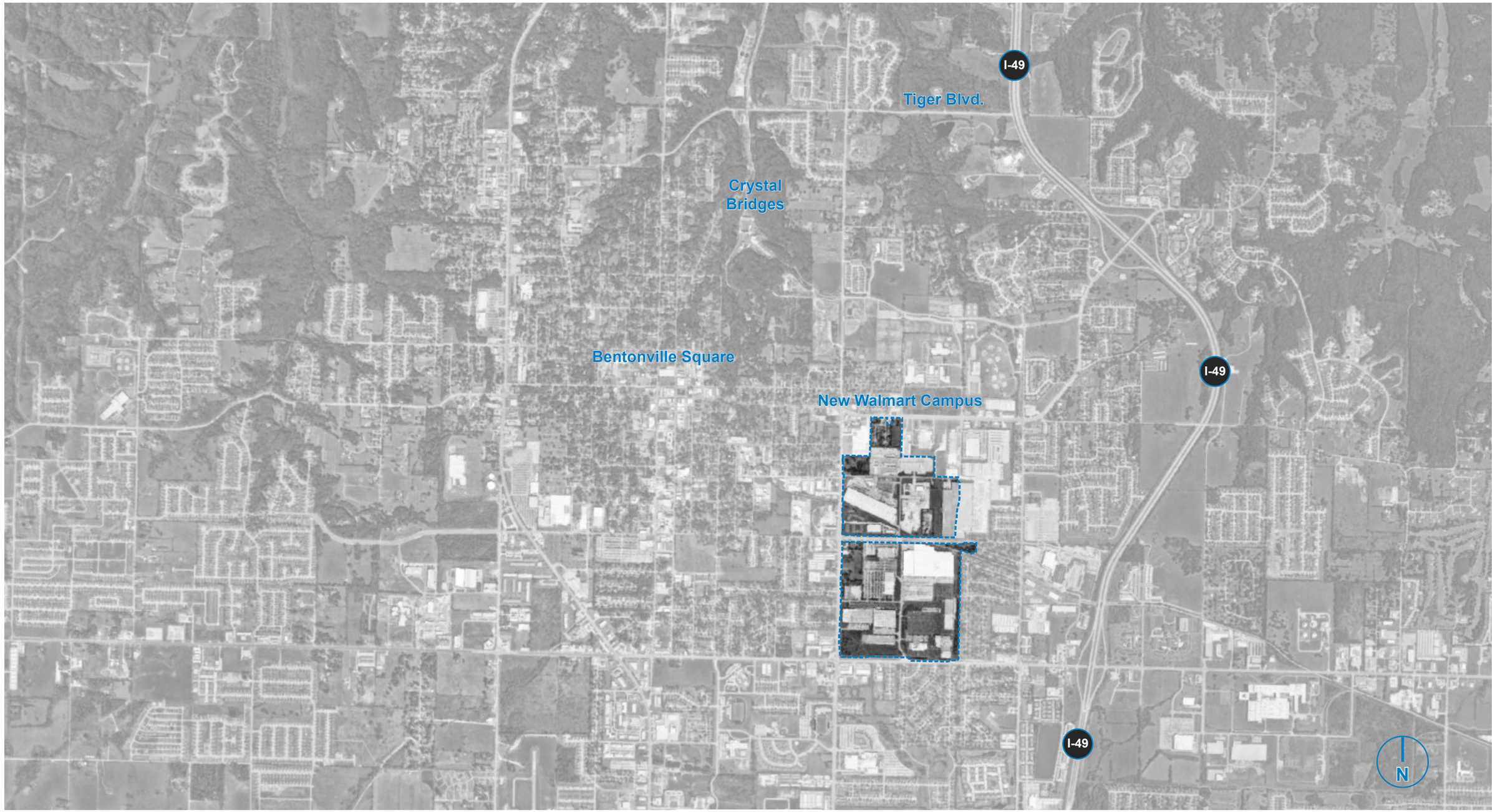
These street and landscaping improvements have been designed to meet the expectations Bentonville residents living in adjacent neighborhoods have for excellent and continuous public improvements.

401.10(g)(4) PUD districts structural design standards.

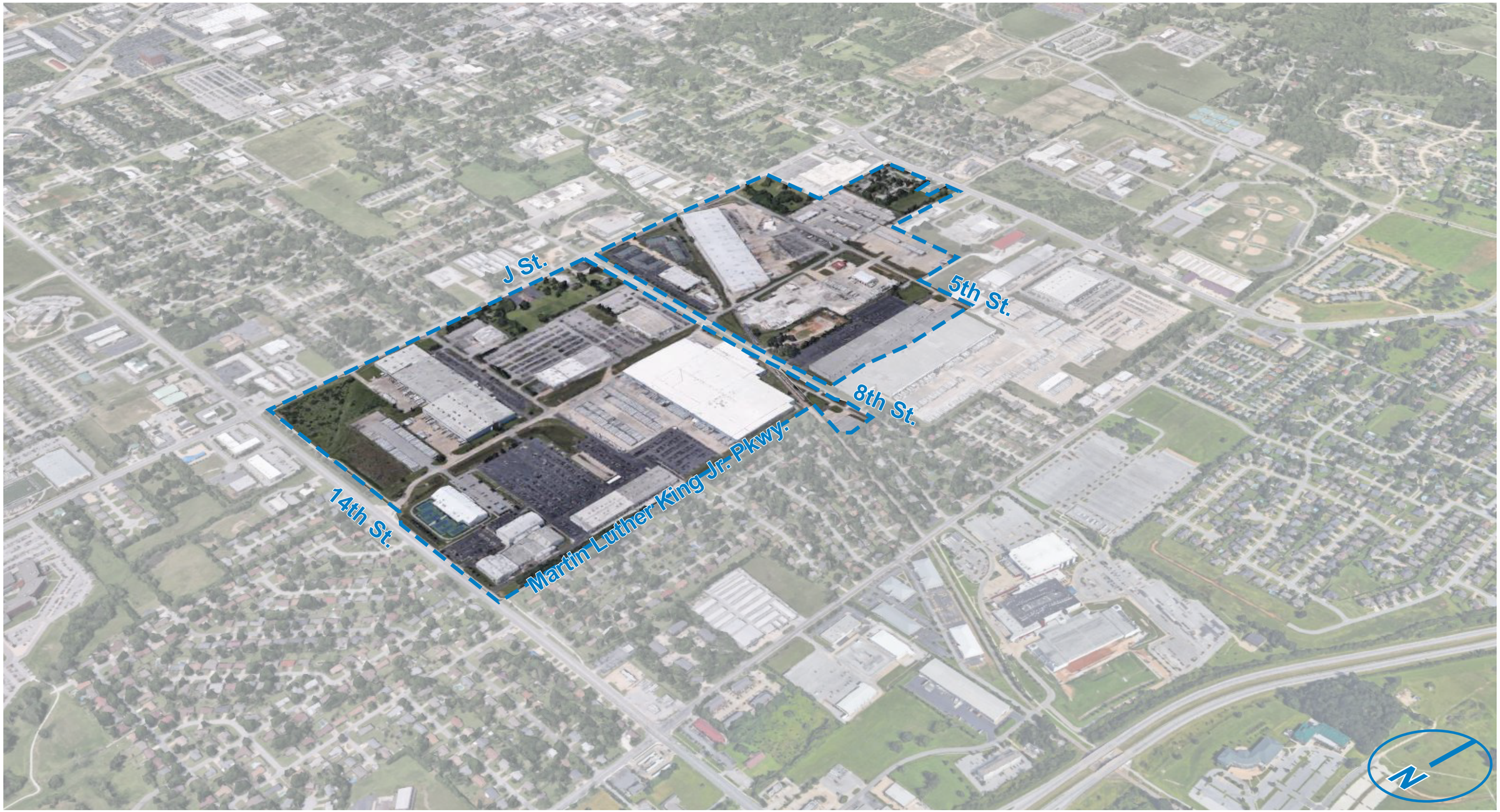
Refer to P31 and the following pages for documentation showing compliance with structural design standards, such as elevations and material palettes.

1100.06(g)(2) Fence and wall location adjacent to public right-of-way.

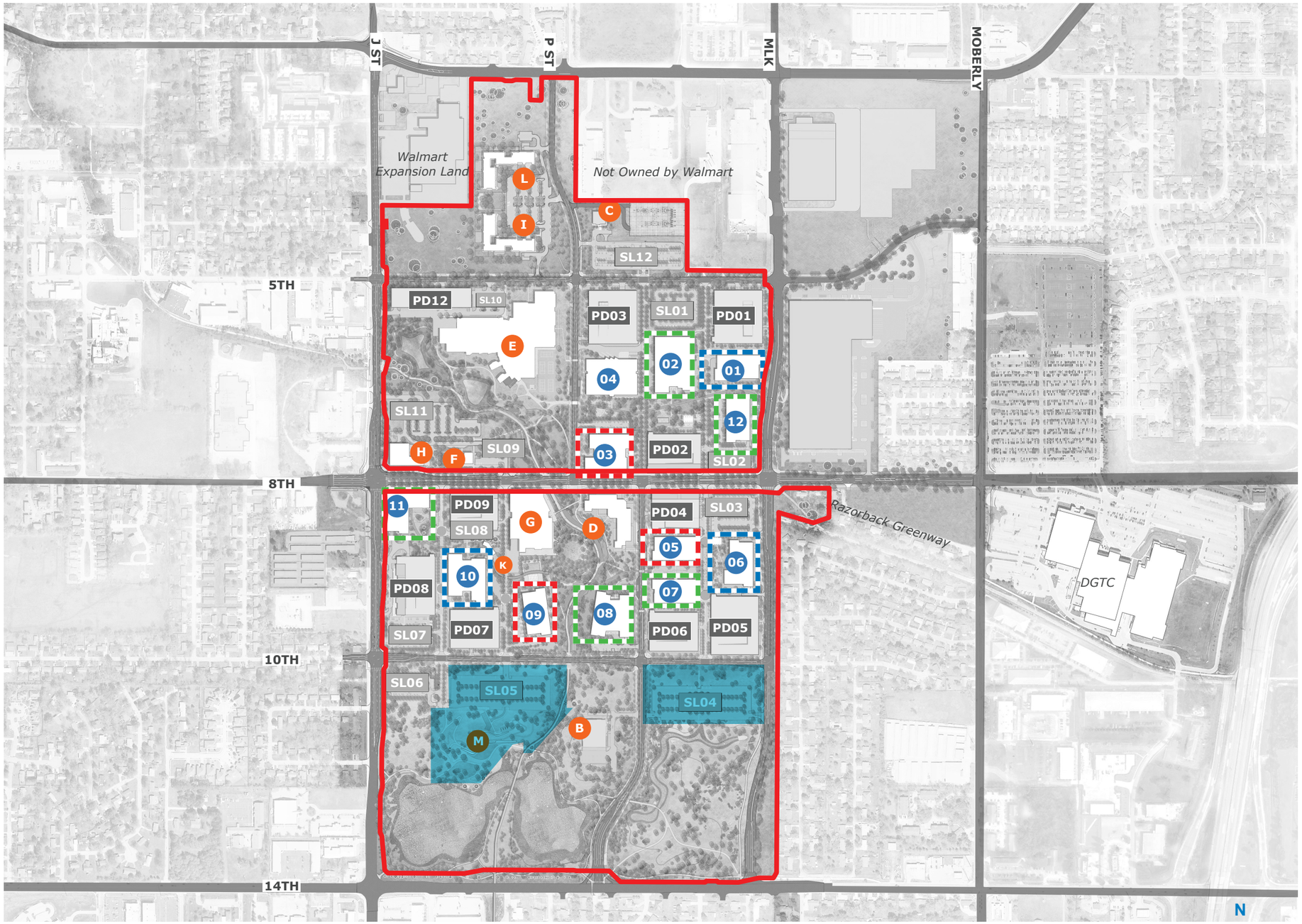
A fence or wall shall be placed no closer than zero (0) feet from the current or proposed public right-of-way along SE 8th Street. Refer to P21 ROW & Setback Boundaries.


I-49
Tiger Blvd.
Crystal Bridges
Bentonville Square
New Walmart Campus
I-49
I-49
N

Google Maps

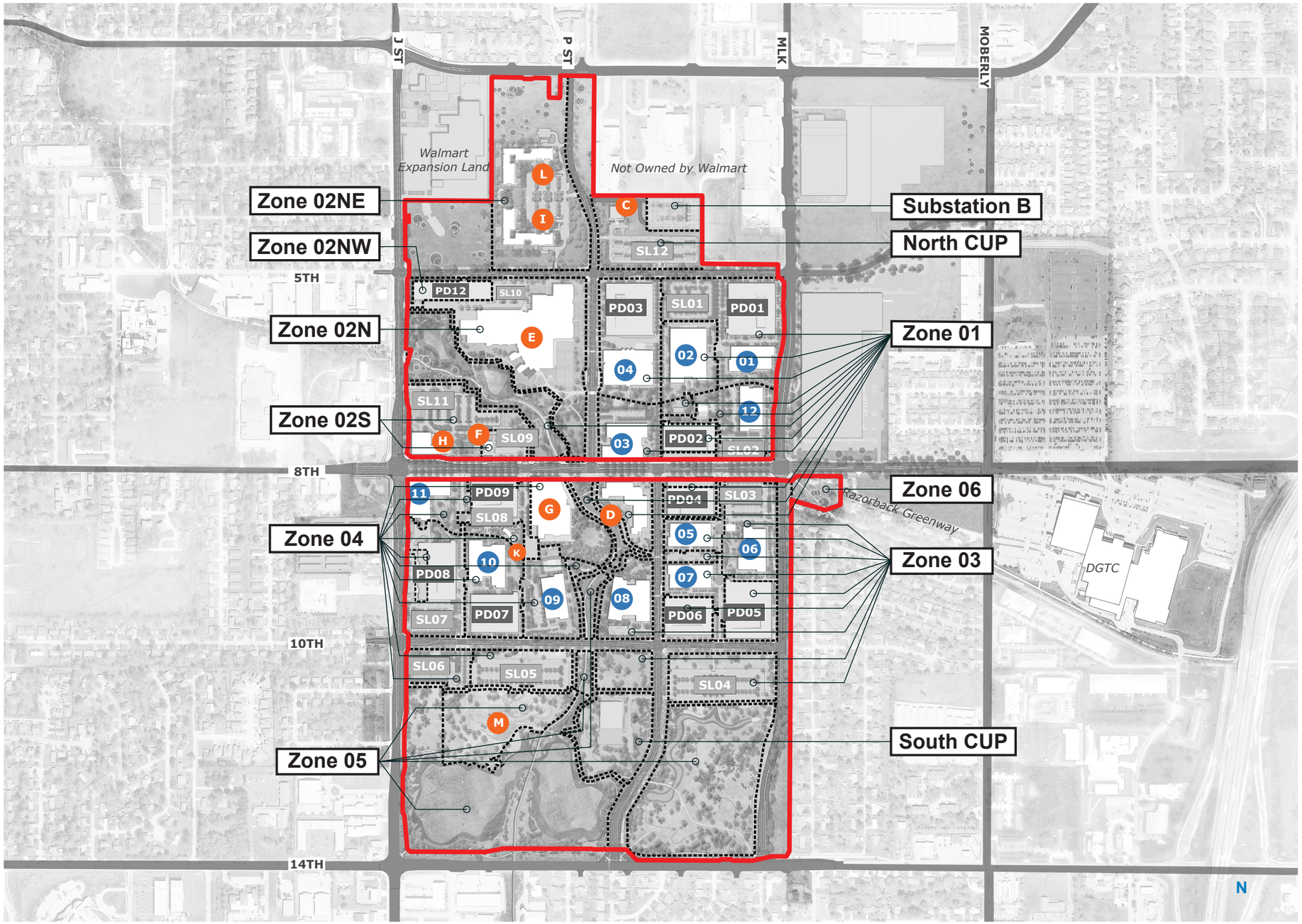


Google Maps



Legend

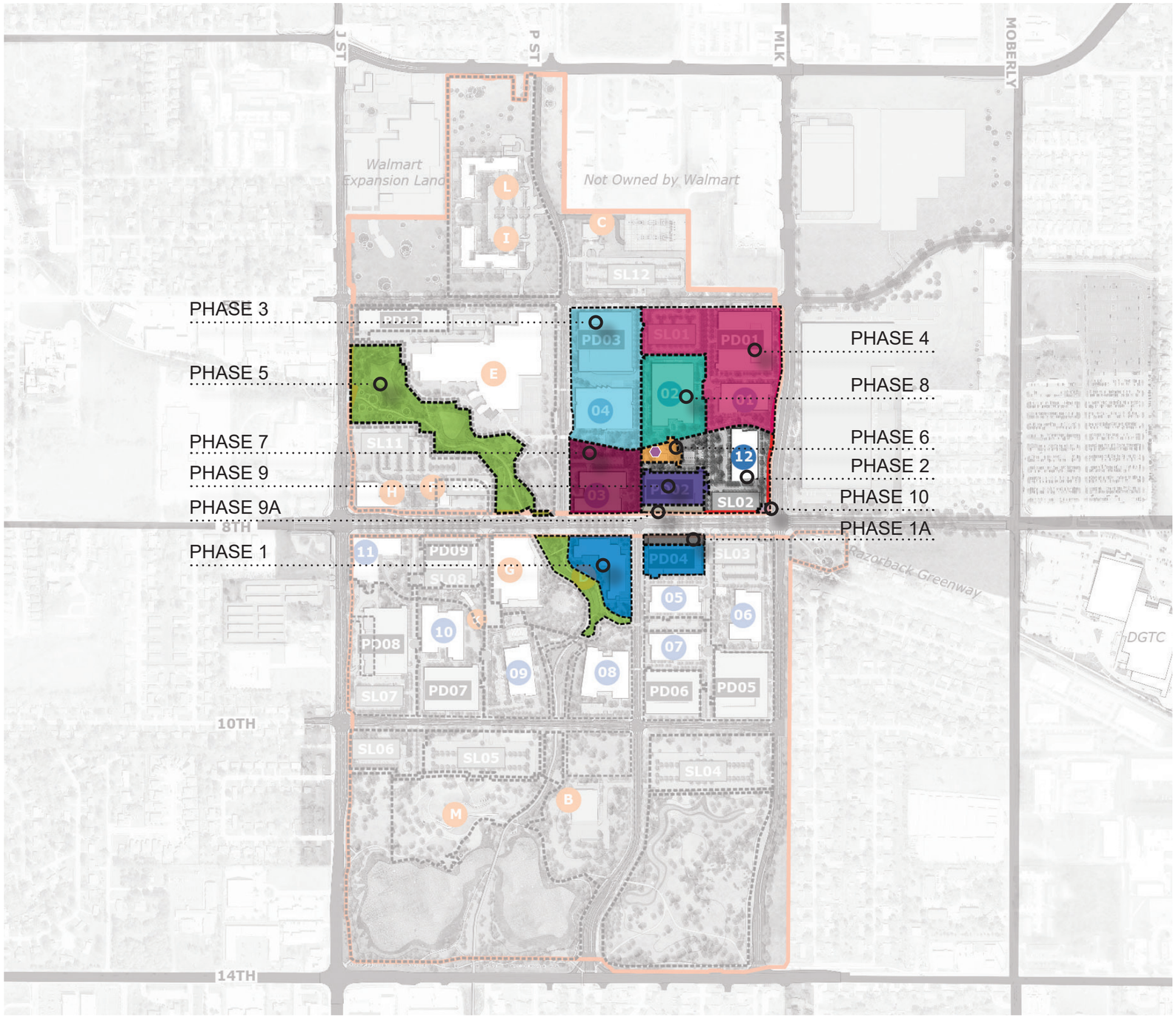
- # — Office Building Number
- A — Amenity & Support
- PD# — Parking Deck
- SL# — Surface Lot
- "Mill" Building
- "Foundry" Building
- "Collection" Building
- Elevations Revised from Previous Submission
- Zone Phases Revised from Previous Submission

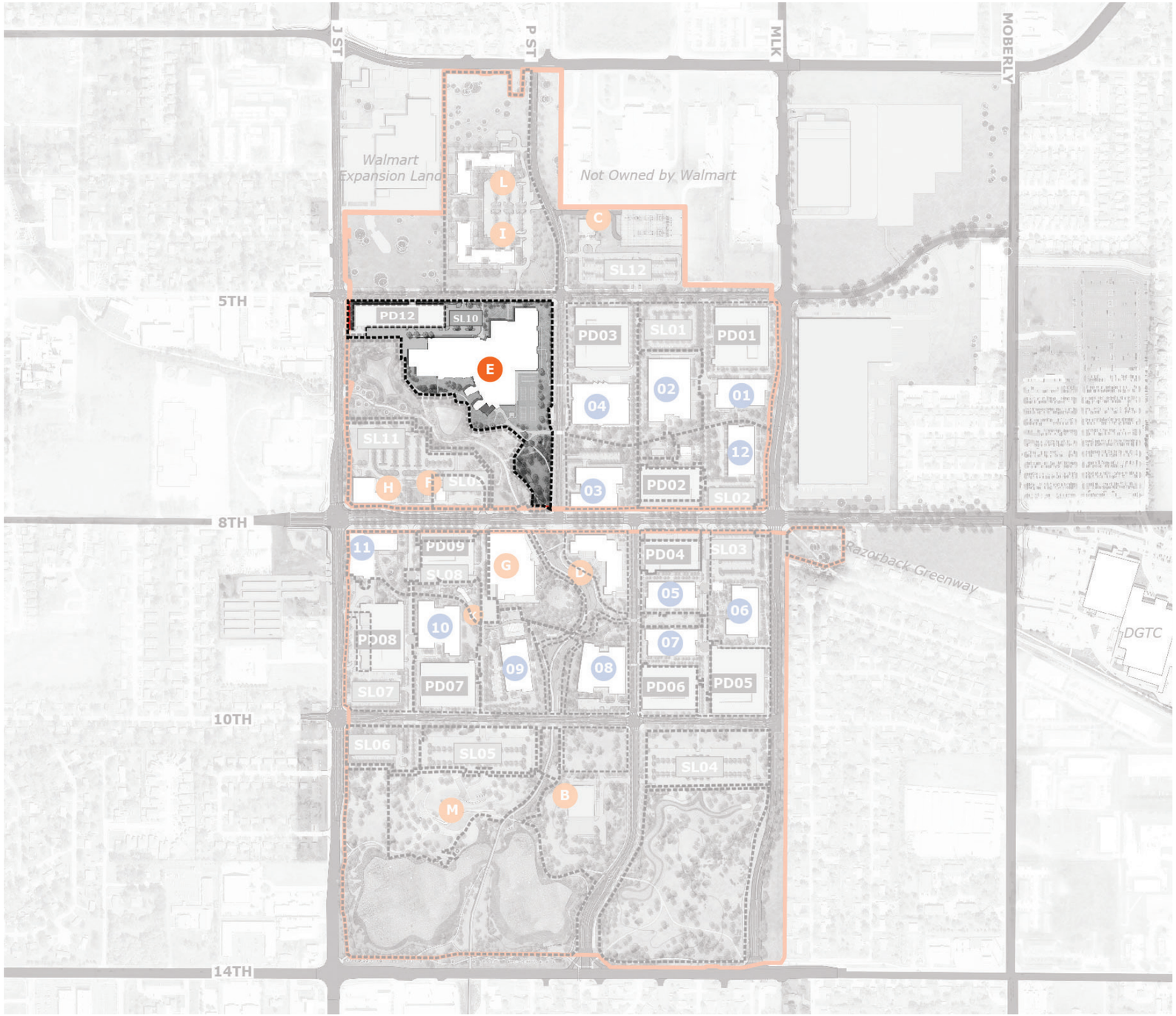


Legend

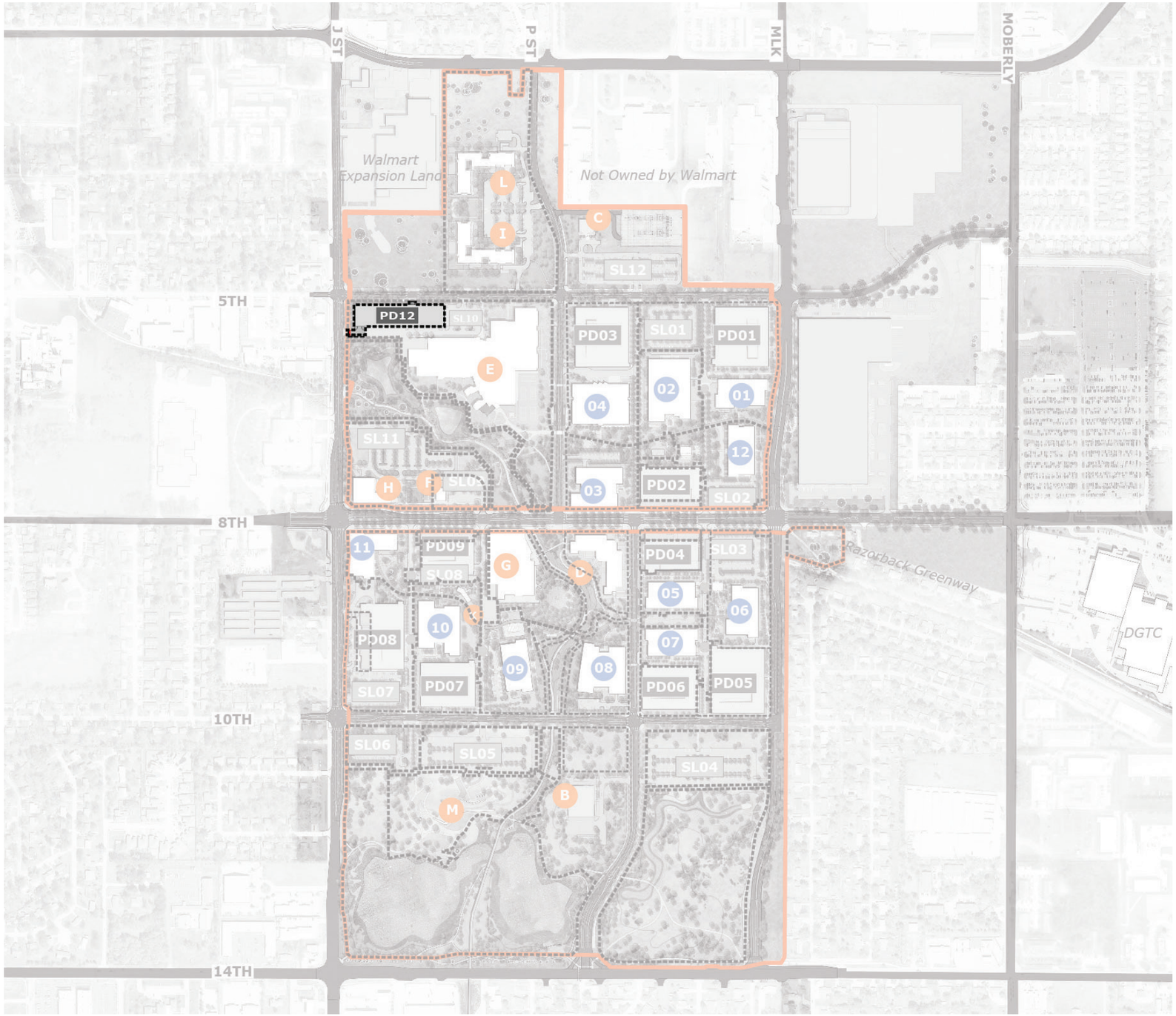
- # — Office Building Number
- A — Amenity & Support
- PD# — Parking Deck
- SL# — Surface Lot
- Zone Boundary

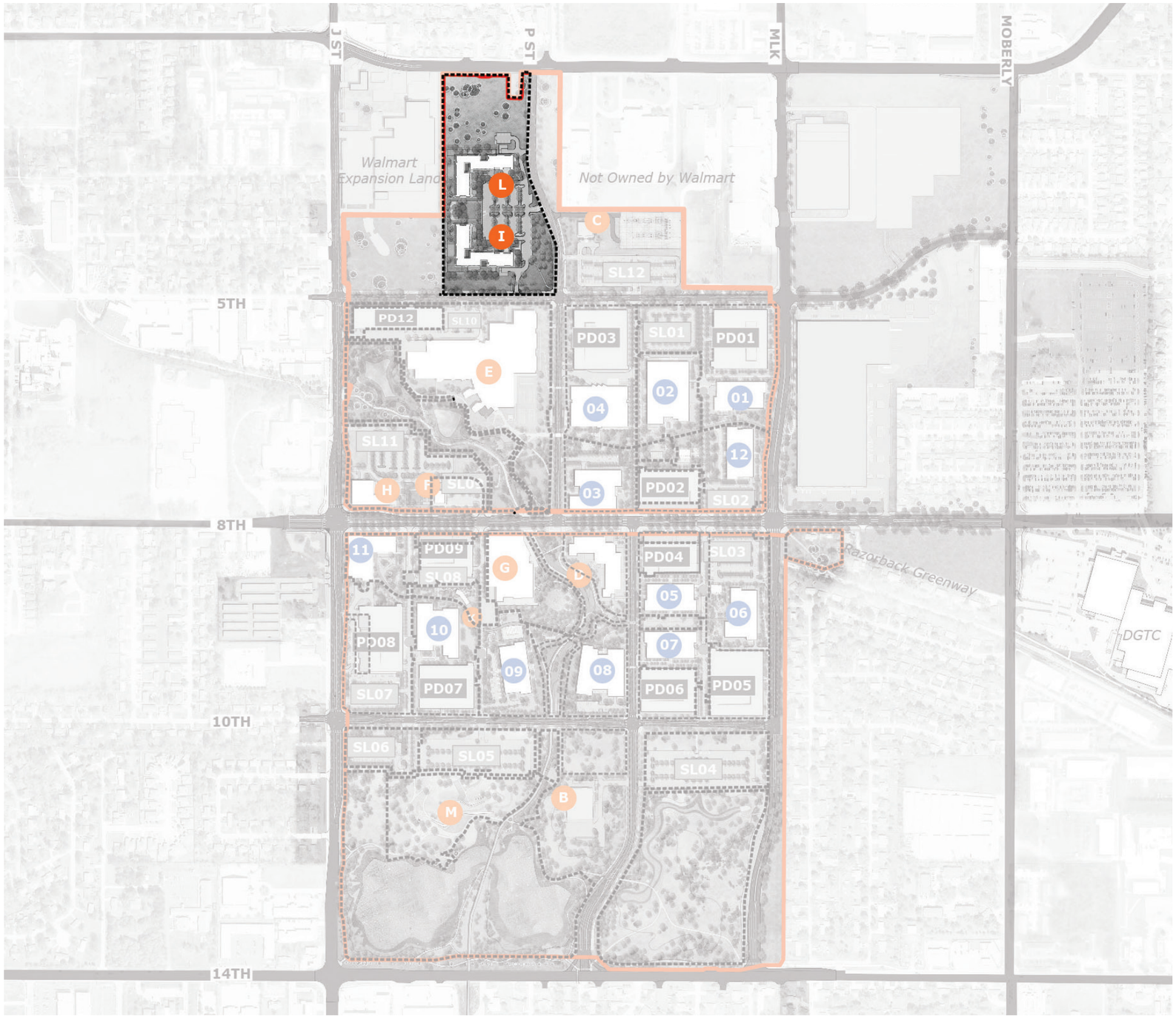
Barn Water Feature

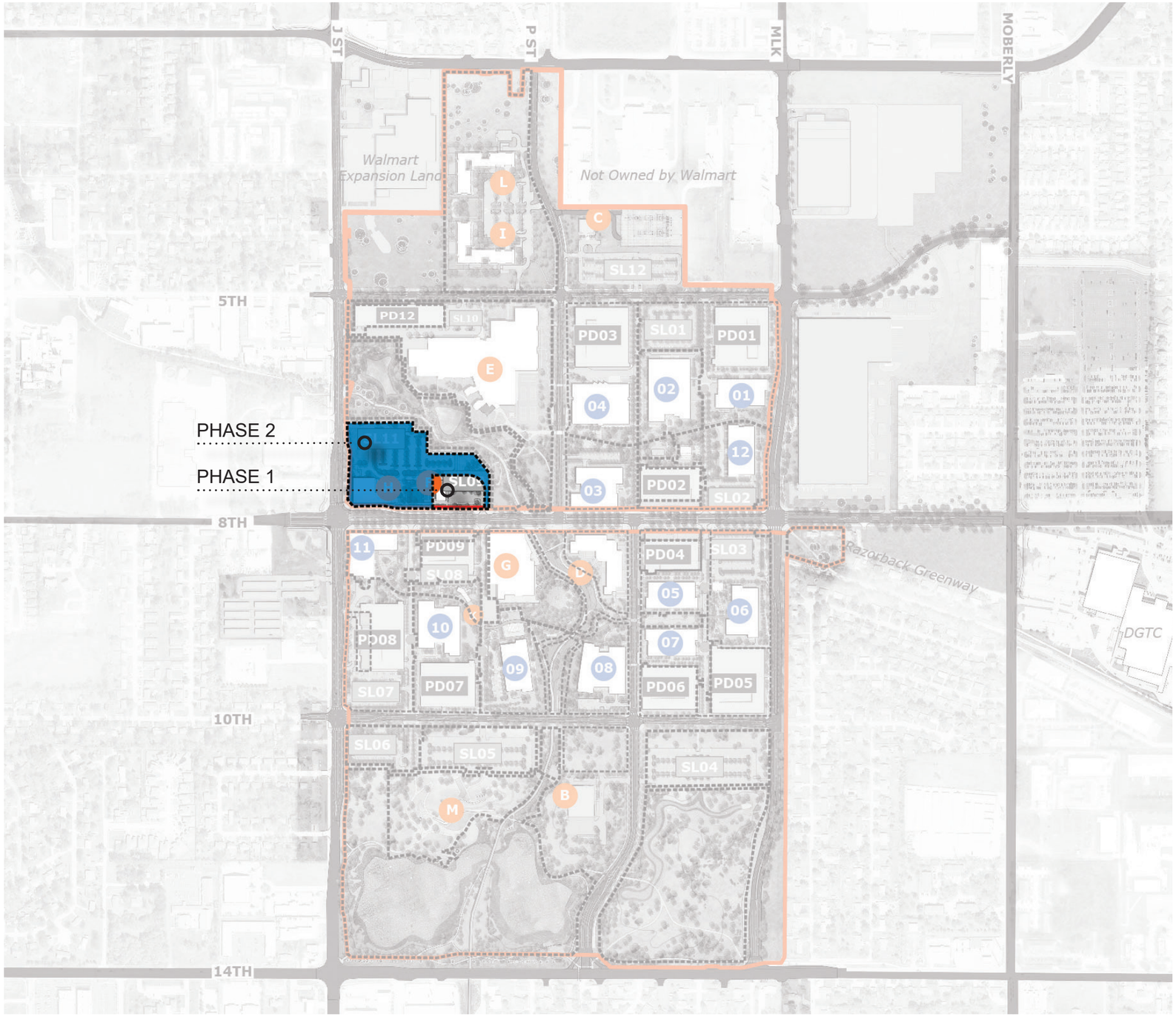



J ST
P ST
MLK
MOBERLY
Walmart Expansion Land
Not Owned by Walmart
L
I
C
SL12
5TH
PD12
SL10
E
PD03
SL01
PD01
02
04
01
12
SL11
H
F
SL09
03
PD02
SL02
11
PD09
SL08
G
PD04
SL03
05
06
10
PD08
07
09
08
PD07
PD06
PD05
SL07
10TH
SL06
SL05
SL04
M
B
Razorback Greenway
DGTC
14TH

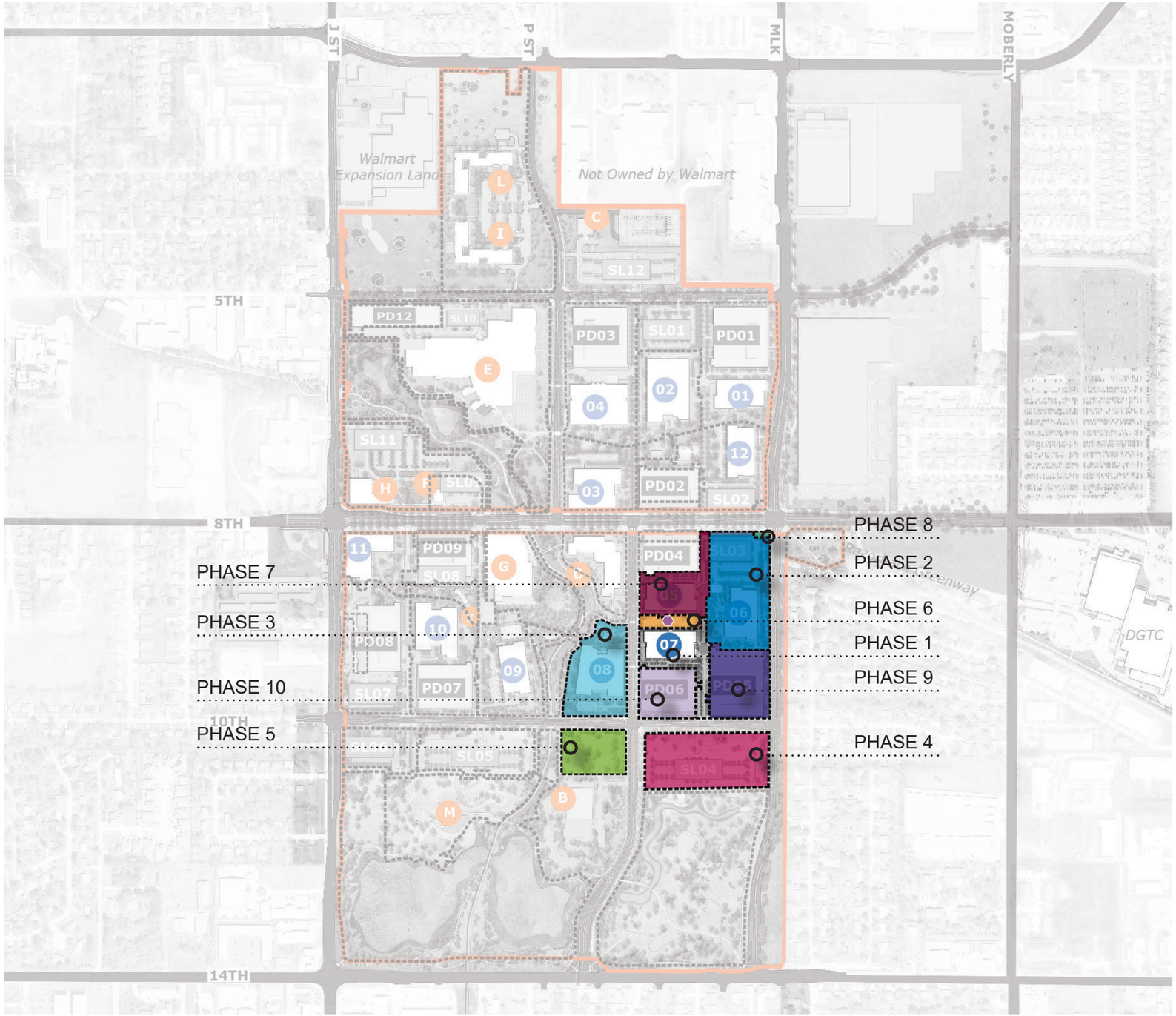
The PD12 parking garage will be constructed in an early phase without landscaping. Landscaping will be added during the construction of the adjacent Zone 02N/Fitness Center and will be complete before Grand Opening of Fitness Center.



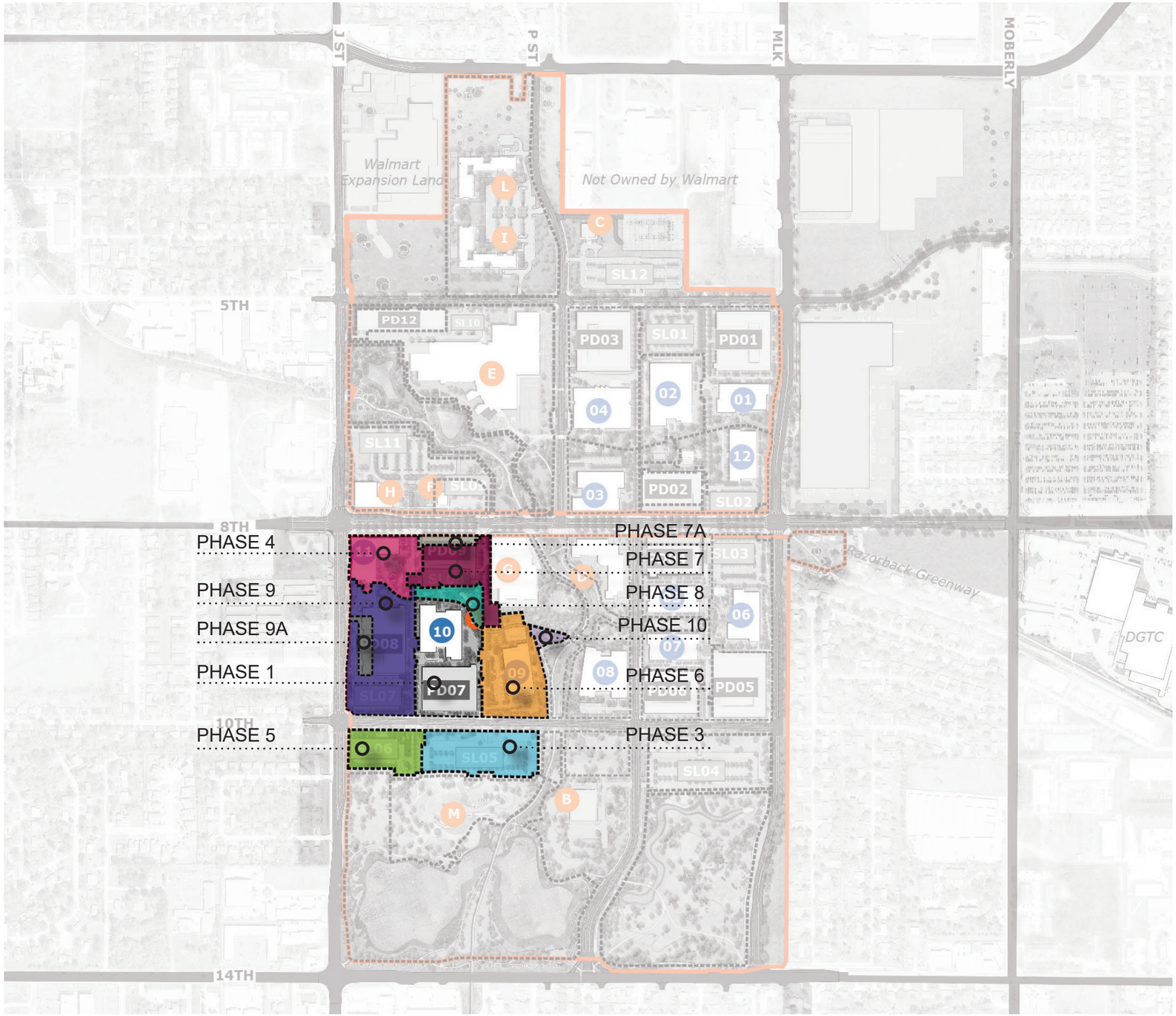

J ST
P ST
MLK
MOBERLY
Walmart Expansion Land
Not Owned by Walmart
L
I
C
SL12
5TH
PD12
SL10
PD03
SL01
PD01
E
02
04
01
SL11
12
H
F
SL09
03
PD02
SL02
11
PD09
SL08
G
D
PD04
SL03
05
06
10
07
PD08
09
08
PD07
PD06
PD05
SL07
10TH
SL06
SL05
SL04
M
B
Razorback Greenway
DGTC
14TH

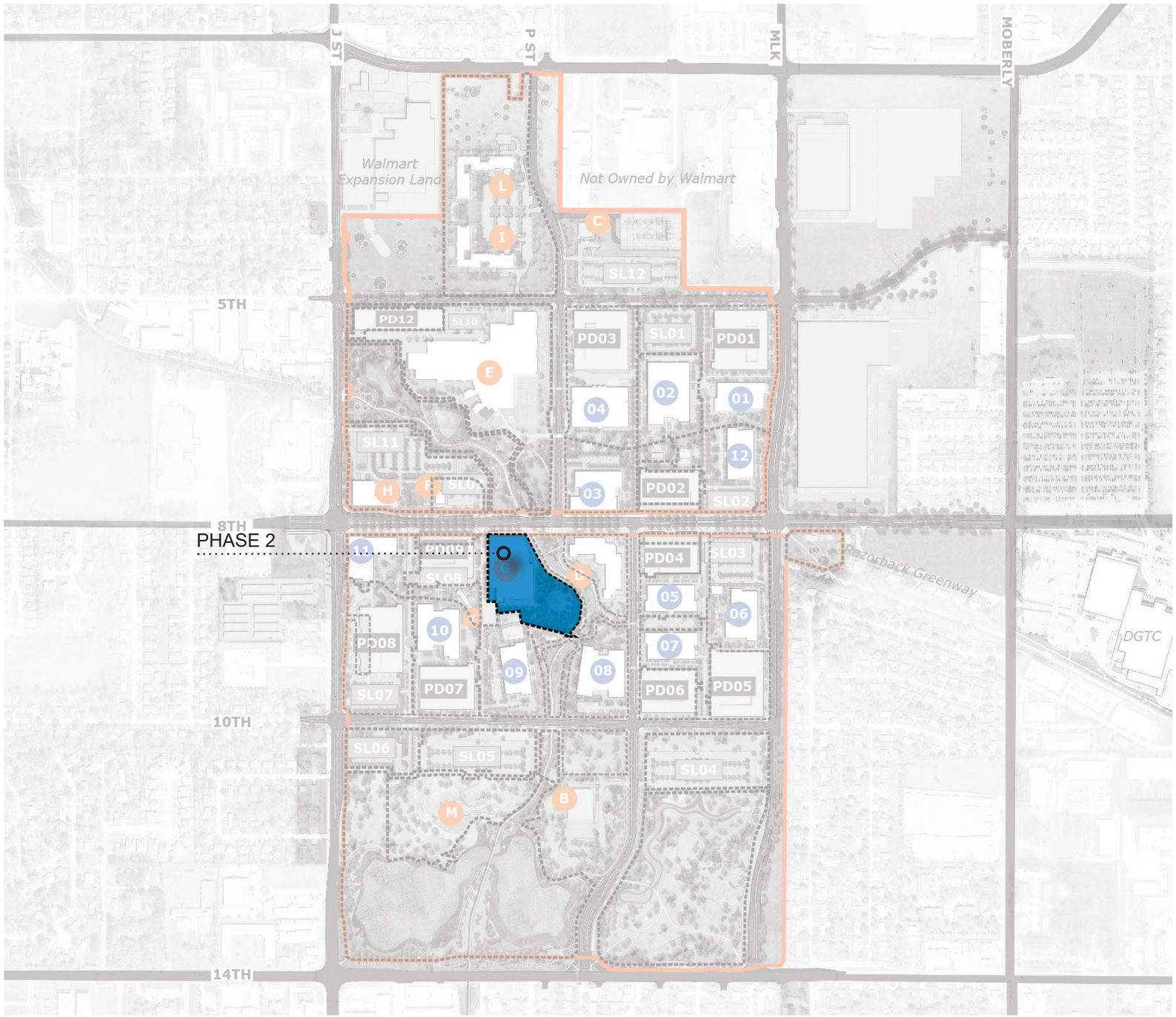

J ST
P ST
MLK
MOBERLY
Walmart Expansion Land
Not Owned by Walmart
L
I
C
SL12
5TH
PD12
SL10
PD03
SL01
PD01
E
02
04
01
12
PHASE 2
PHASE 1
11
PD09
SL08
G
PD04
SL03
Razorback Greenway
05
06
10
PD08
07
09
08
DGTC
SL07
PD07
PD06
PD05
10TH
SL06
SL05
SL04
M
B
03
PD02
SL02
14TH

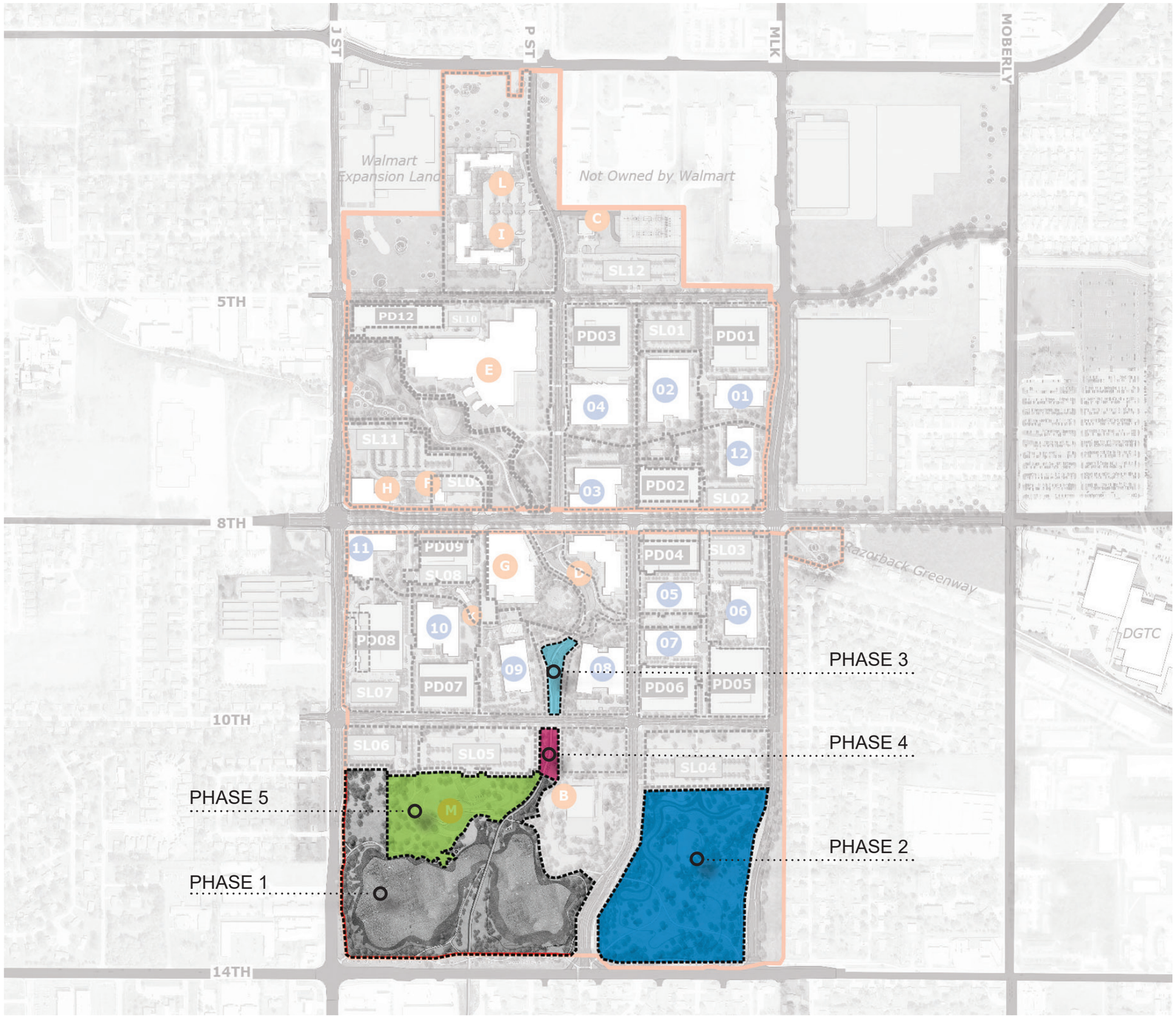
Stream Spring Water Feature

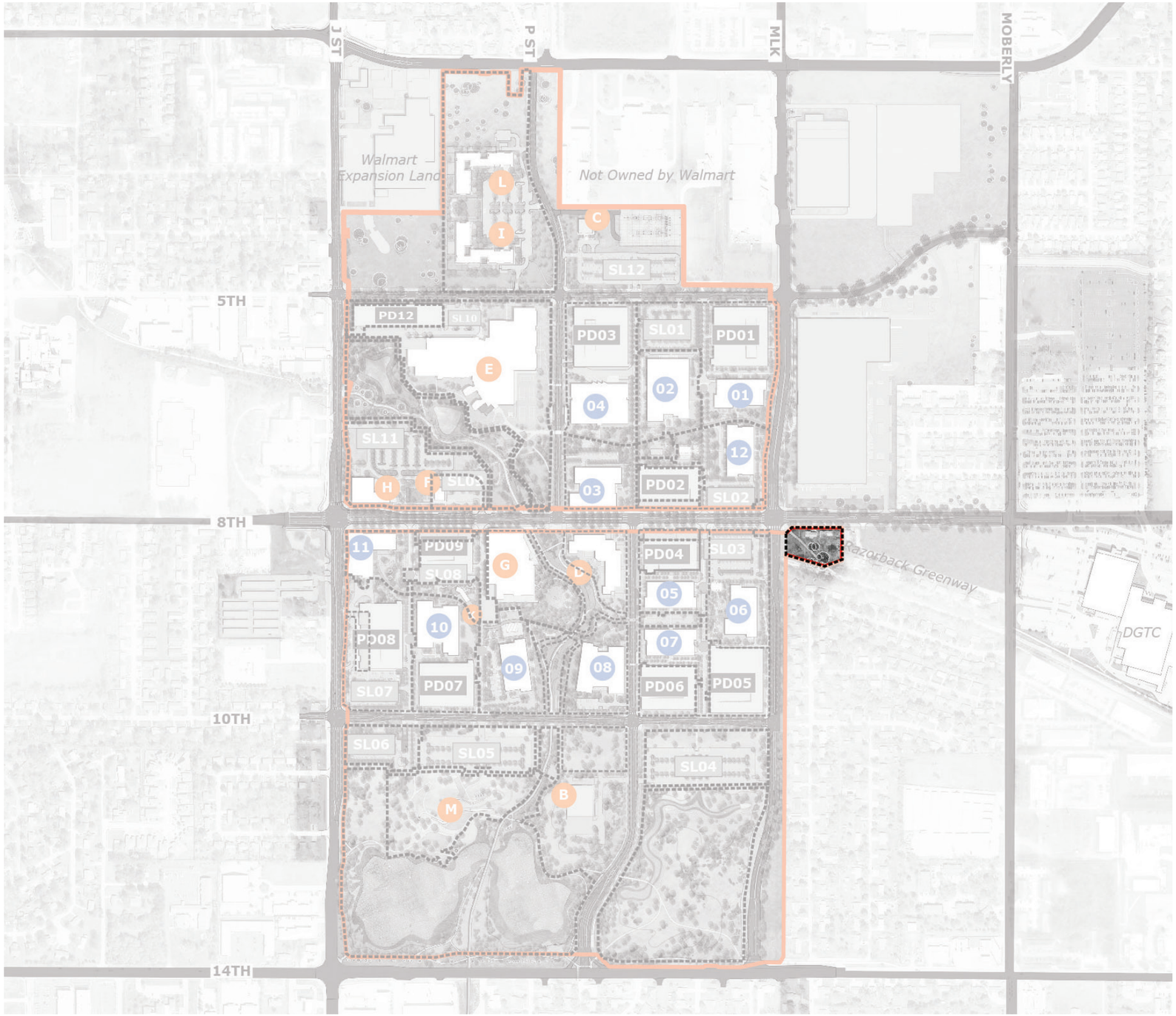


Zone 4 Phase 2 is permitted under a separate number from the rest of Zone 4. Please refer to the next page for the extents of Zone 4 Phase 2.

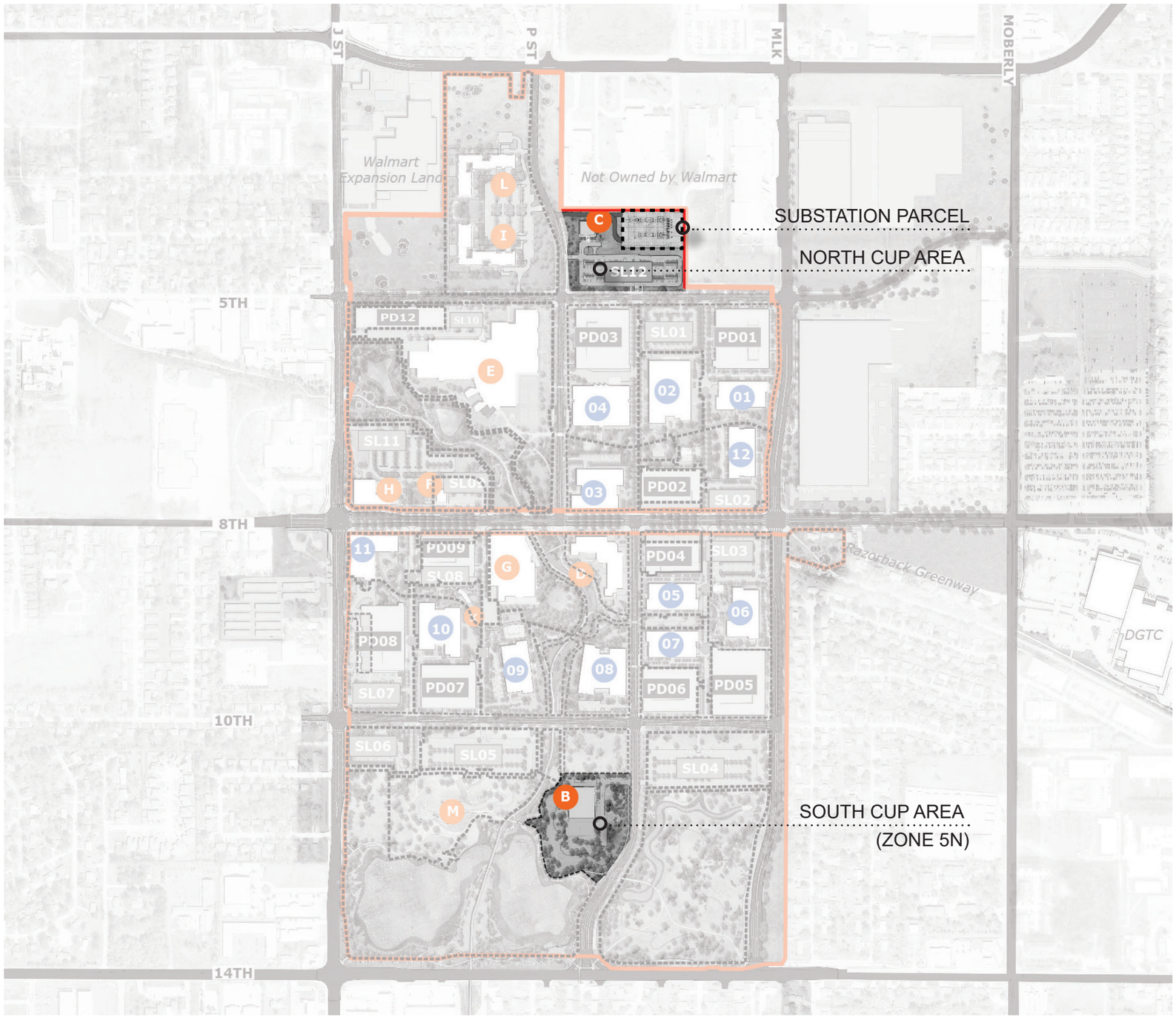


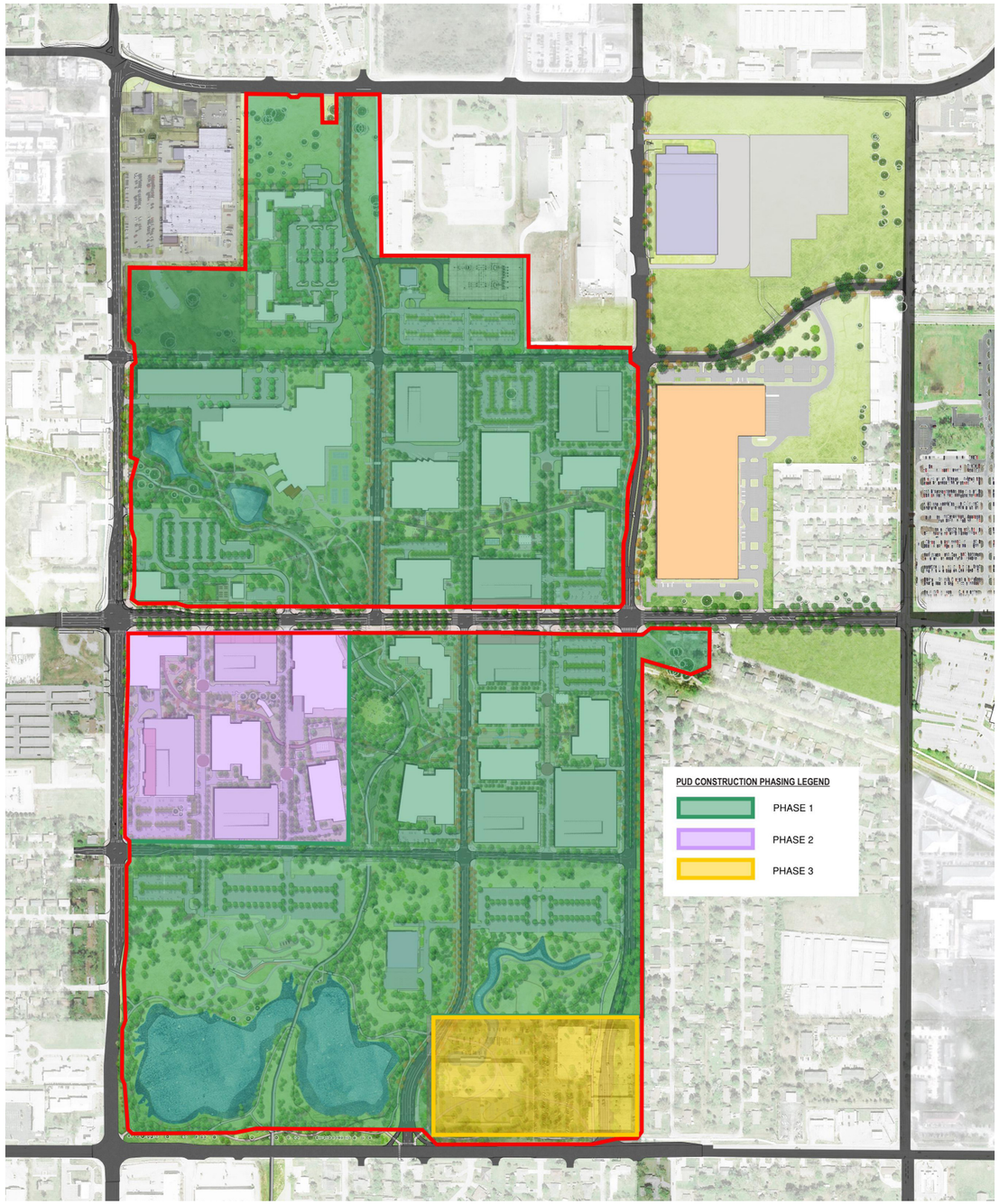

J ST
P ST
MLK
MOBERLY
Walmart Expansion Land
Not Owned by Walmart
L
I
C
SL12
5TH
PD12
SL10
PD03
SL01
PD01
E
02
04
01
SL11
12
H
F
SL09
03
PD02
SL02
PHASE 2
SL08
PD04
SL03
05
06
10
07
PD08
09
08
PD07
PD06
PD05
SL07
10TH
SL06
SL05
SL04
M
B
Razorback Greenway
DGTC
14TH


J ST
P ST
MLK
MOBERLY
Walmart Expansion Land
Not Owned by Walmart
L
I
C
SL12
5TH
PD12
SL10
PD03
SL01
PD01
E
02
04
01
12
SL11
H
F
SL09
03
PD02
SL02
11
PD09
SL08
G
D
PD04
SL03
05
06
10
PD08
07
09
08
PD07
SL07
PD06
PD05
Razorback Greenway
DGTC
10TH
SL06
SL05
SL04
B
M
PHASE 3
PHASE 4
PHASE 5
PHASE 2
PHASE 1
14TH


J ST
P ST
MLK
MOBERLY
Walmart Expansion Land
Not Owned by Walmart
L
I
C
SL12
5TH
PD12
SL10
PD03
SL01
PD01
E
02
01
04
SL11
12
H
F
SL09
03
PD02
SL02
11
PD09
SL08
G
D
PD04
SL03
05
06
10
07
PD08
09
08
PD07
PD06
PD05
SL07
10TH
SL06
SL05
SL04
M
B
Razorback Greenway
DGTC
14TH

The Substation parcel will be granted lot access via an access easement as it does not have direct access to a public street.





PHASE 1

Required Parking Spaces:	5,730
Total Parking Spaces:	10,566

PHASE 2

Required parking spaces:	2,846
Total parking spaces:	3,240

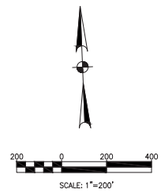
PHASE 3

Required parking spaces:	0
Total parking spaces:	0

ROW & SETBACK BOUNDARIES



LEGEND



PROPOSED ROW

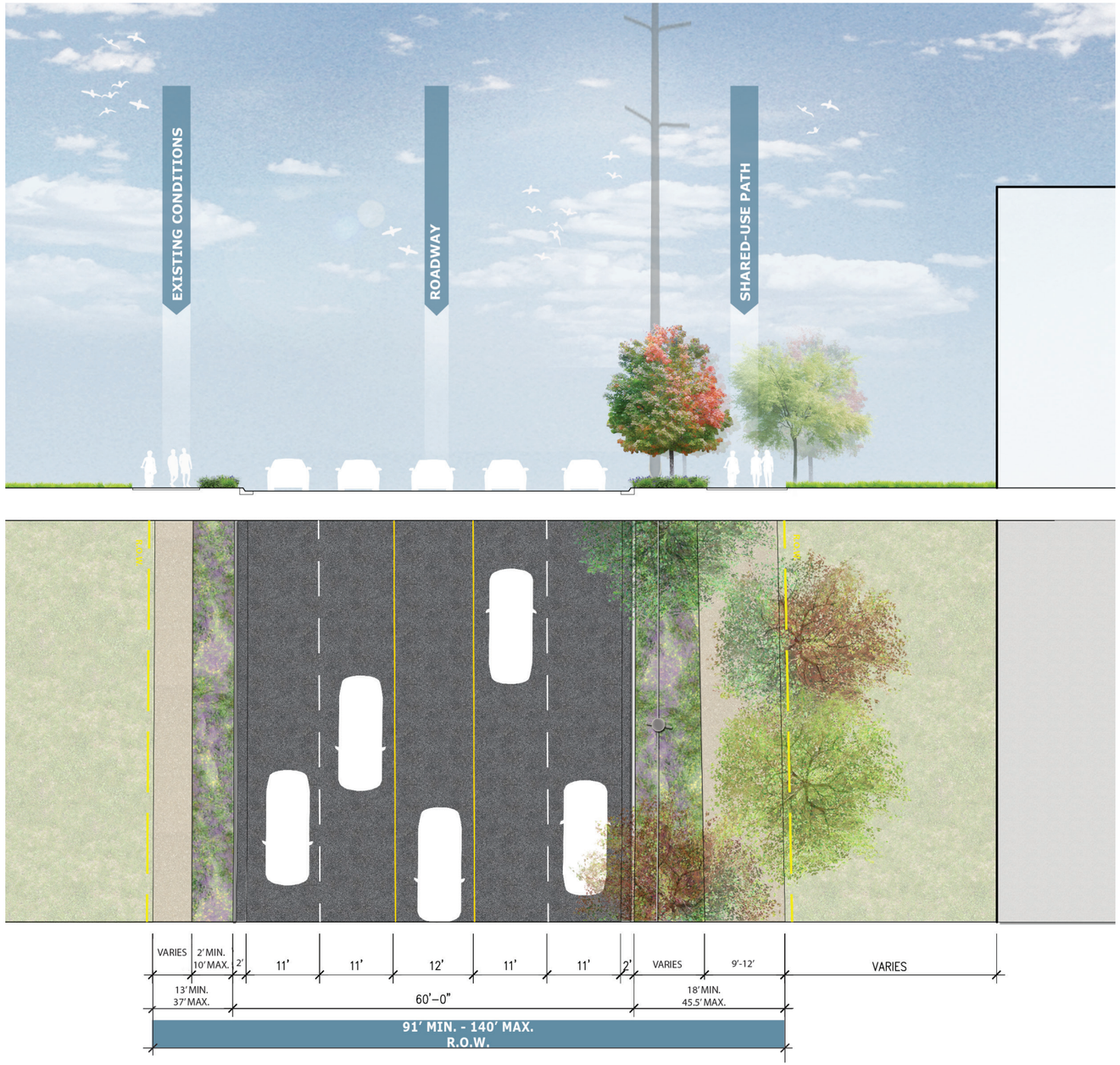
EXISTING ROW/EXISTING PROPERTY LINE

BUILDING SETBACK

10' BUILDING SETBACK – J STREET, 14TH, E. CENTRAL STREET
10' BUILDING SETBACK – MLK PARKWAY
0' BUILDING SETBACK – 8TH STREET

*WHERE A UTILITY EASEMENT EXIST THE EASEMENT SHALL BE THE SETBACK IF THE EASEMENT IS GREATER THAN THE SETBACK

100' MAX. BUILDING HEIGHT
ABOVE GROUND LEVEL FINISHED FLOOR ELEVATION



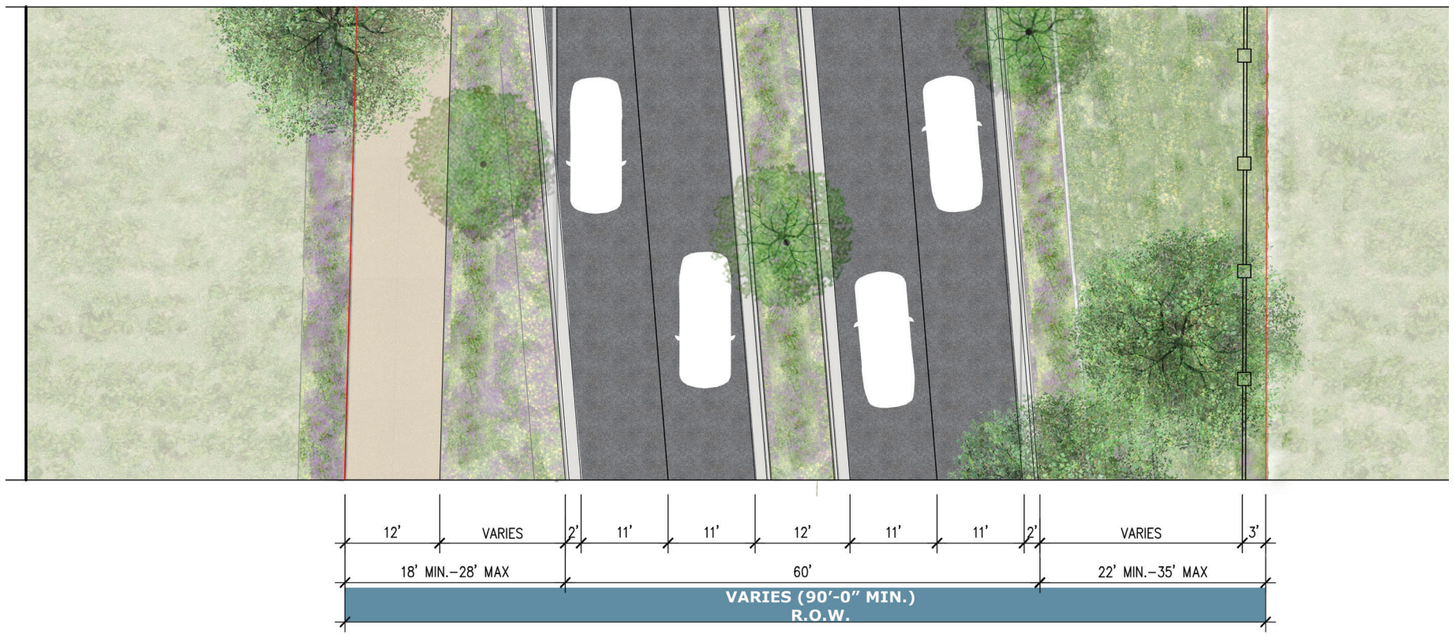
PROPOSED GUIDELINES

EAST

- *6' Min. wide green space curb zone*
- *10' Min. wide shared-use sidewalk Note: Reduced width where necessary to minimize impact to existing trees.*
- *Shade trees provided at a minimum rate of one (1) shade tree per every forty (40) linear feet or fraction thereof of street frontage.*
- *New trees planted under overhead utilities shall not exceed a mature height of 25 feet.*

*All utility clearance standards (trees, pavement, adjacent utilities) will be coordinated with the City of Bentonville during Large Scale Development



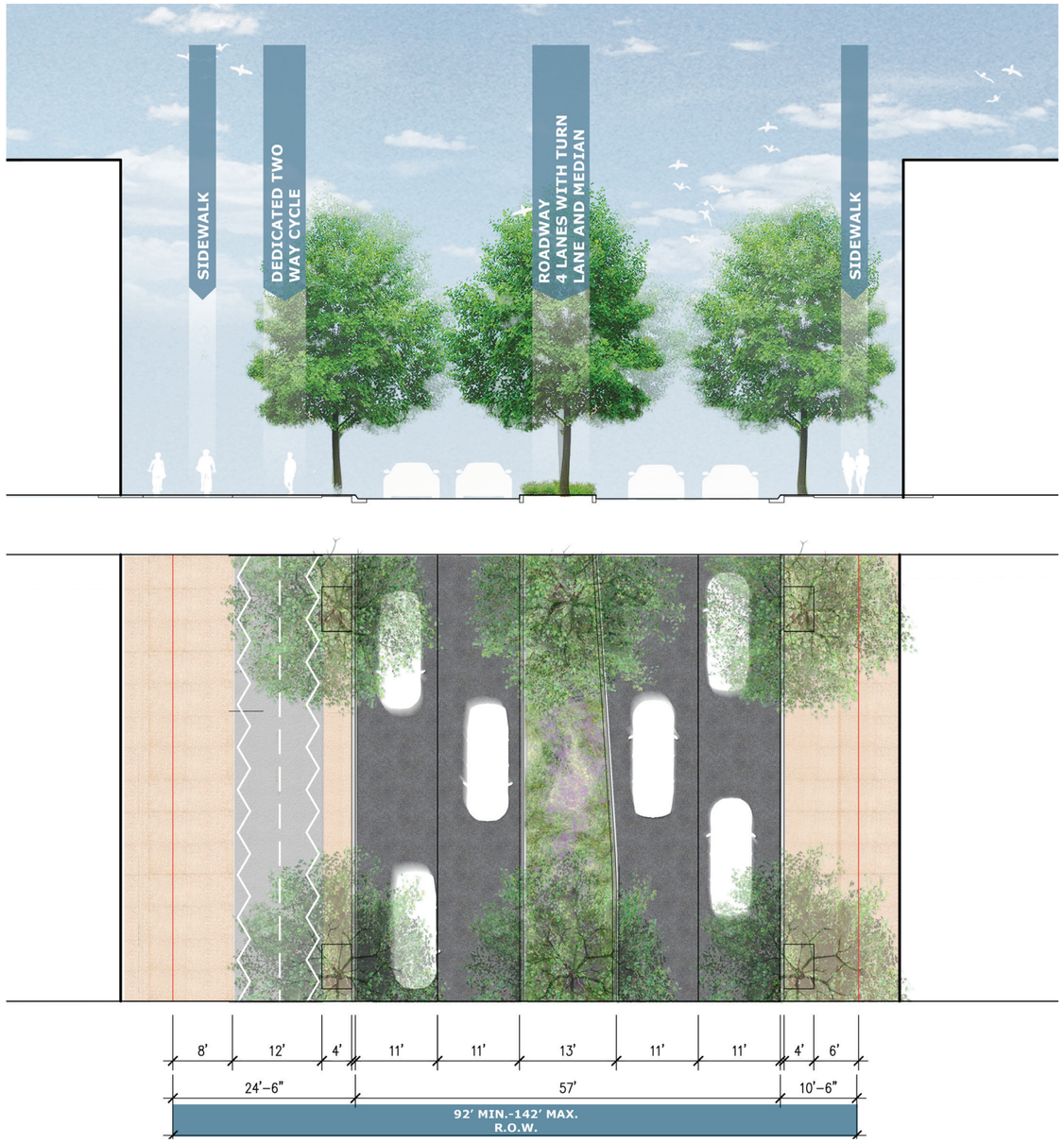


PROPOSED GUIDELINES

EAST & WEST

- *6' Min. wide green space curb zone*
- *10' Min. wide shared-use sidewalk (on west side only)*
- *Shade trees provided at a minimum rate of one (1) shade tree per every forty (40) linear feet or fraction thereof of street frontage.*

*All utility clearance standards (trees, pavement, adjacent utilities) will be coordinated with the City of Bentonville during Large Scale Development



PROPOSED GUIDELINES

NORTH

- *4' wide paved curb zone*
- *6' Min. wide sidewalk*

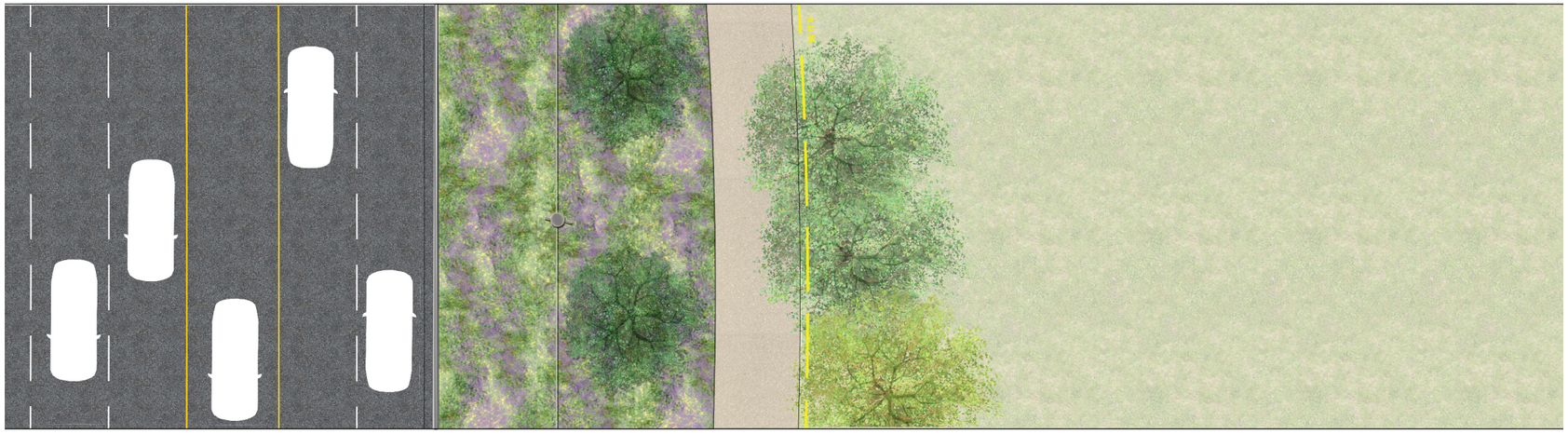
SOUTH

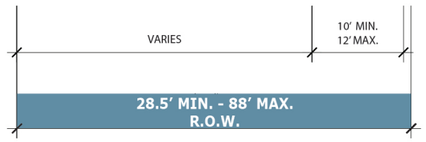
- *4' paved curb zone*
- *12' wide two-way cycle path*
- *8' Min. wide sidewalk*

- *Shade trees provided at a minimum rate of one (1) shade tree per every forty (40) linear feet or fraction thereof of street frontage.*

*All utility clearance standards (trees, pavement, adjacent utilities) will be coordinated with the City of Bentonville during Large Scale Development





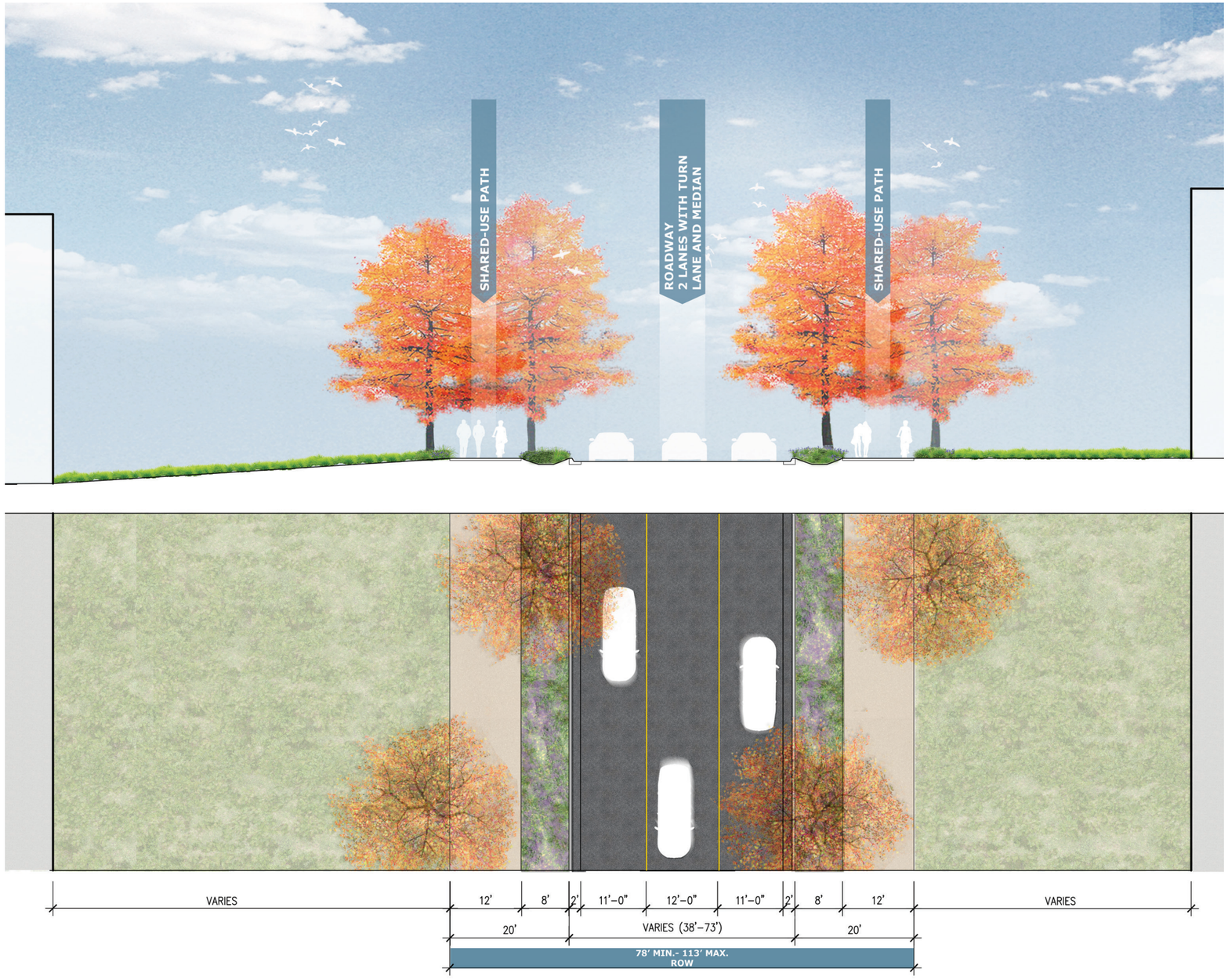


PROPOSED GUIDELINES

NORTH

- *8' Min. wide green space curb zone*
- *10' Min. wide shared-use sidewalk*
- *Shade trees provided at a minimum rate of one (1) shade tree per every forty (40) linear feet or fraction thereof of street frontage.*
- *New trees planted under overhead utilities will be coordinated with AEP/ SWEPCO.*

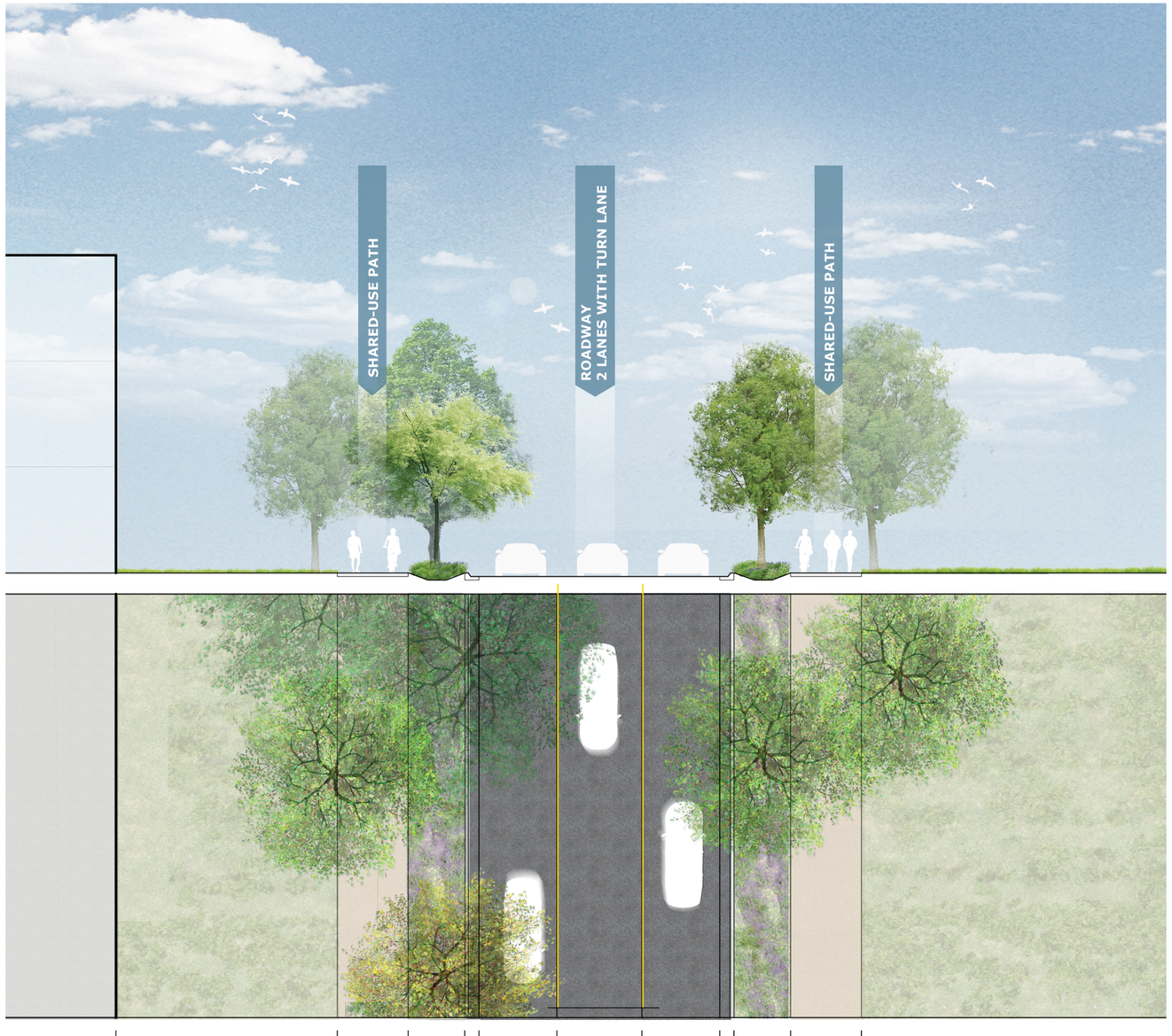
*All utility clearance standards (trees, pavement, adjacent utilities) will be coordinated with the City of Bentonville during Large Scale Development
**Roadway lane layout provided for reference only and subject to change based on approved documents



PROPOSED GUIDELINES

- *8' wide green space curb zone*
- *10' Min. wide shared-use sidewalk on at least one side of the street*
- *Shade trees provided at a minimum rate of one (1) shade tree per every forty (40) linear feet or fraction thereof of street frontage.*

*All utility clearance standards (trees, pavement, adjacent utilities) will be coordinated with the City of Bentonville during Large Scale Development

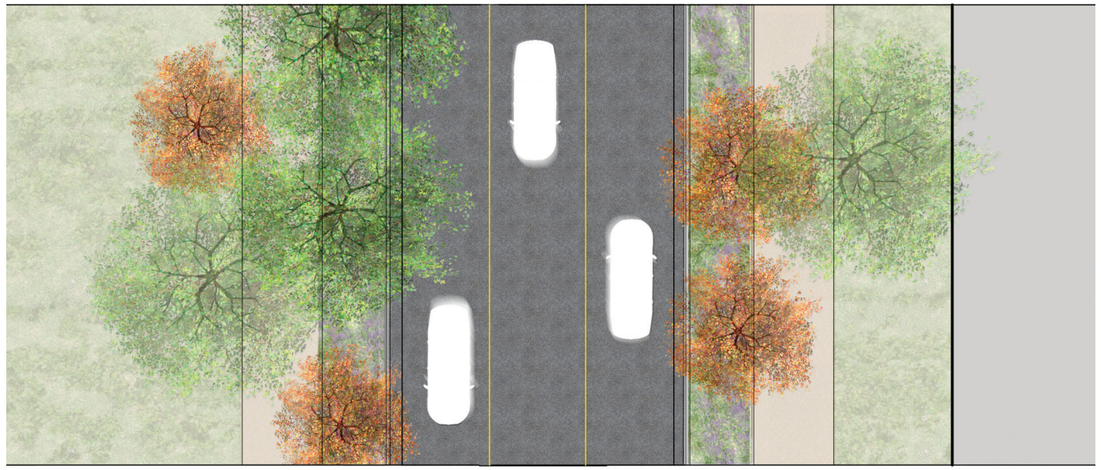


*All utility clearance standards (trees, pavement, adjacent utilities) will be coordinated with the City of Bentonville during Large Scale Development

PROPOSED GUIDELINES

- *8' wide green space curb zone*
- *10' Min. wide shared-use sidewalk on at least one side of the street*
- *Shade trees provided at a minimum rate of one (1) shade tree per every forty (40) linear feet or fraction thereof of street frontage.*





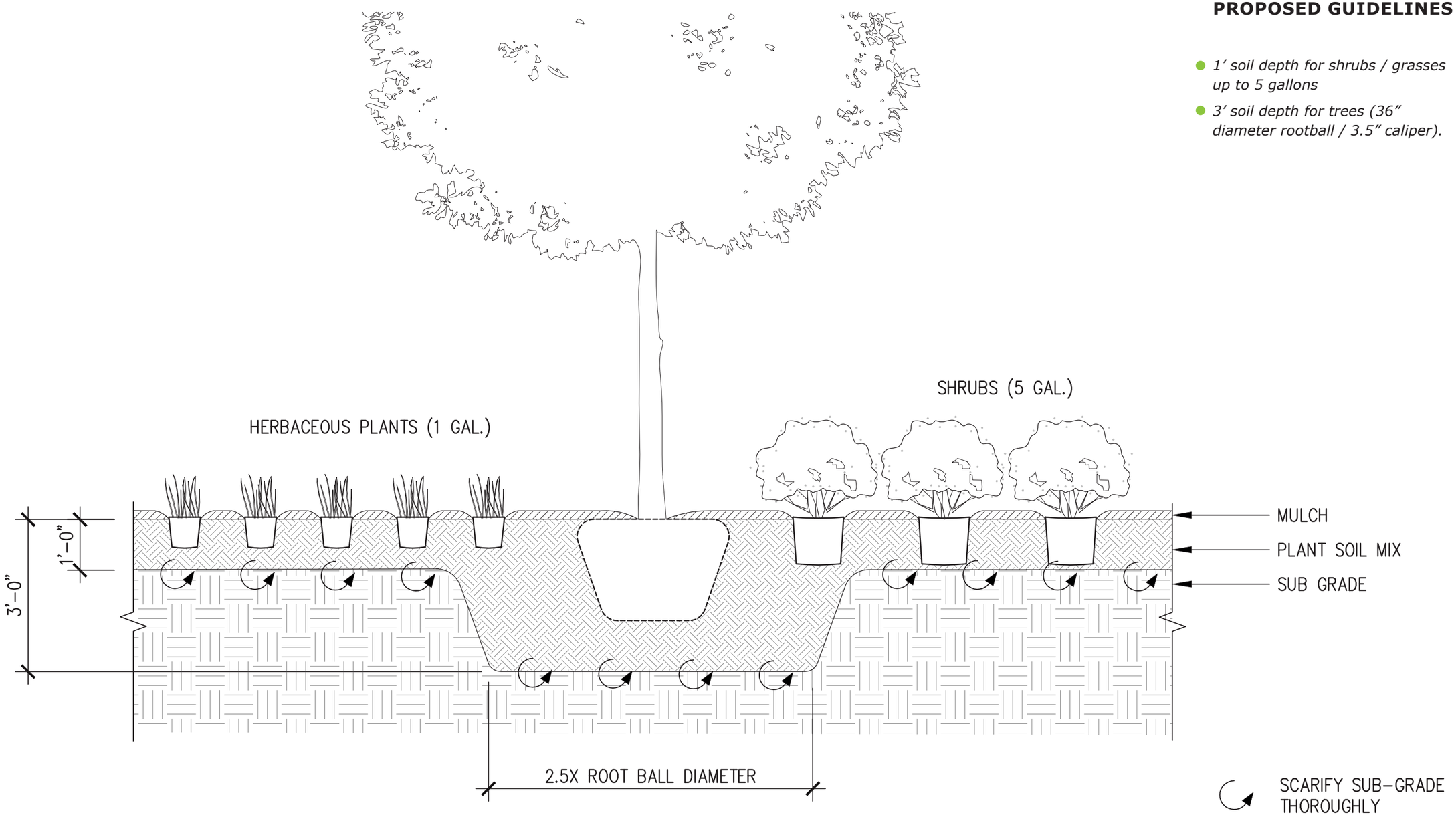
*All utility clearance standards (trees, pavement, adjacent utilities) will be coordinated with the City of Bentonville during Large Scale Development

PROPOSED GUIDELINES

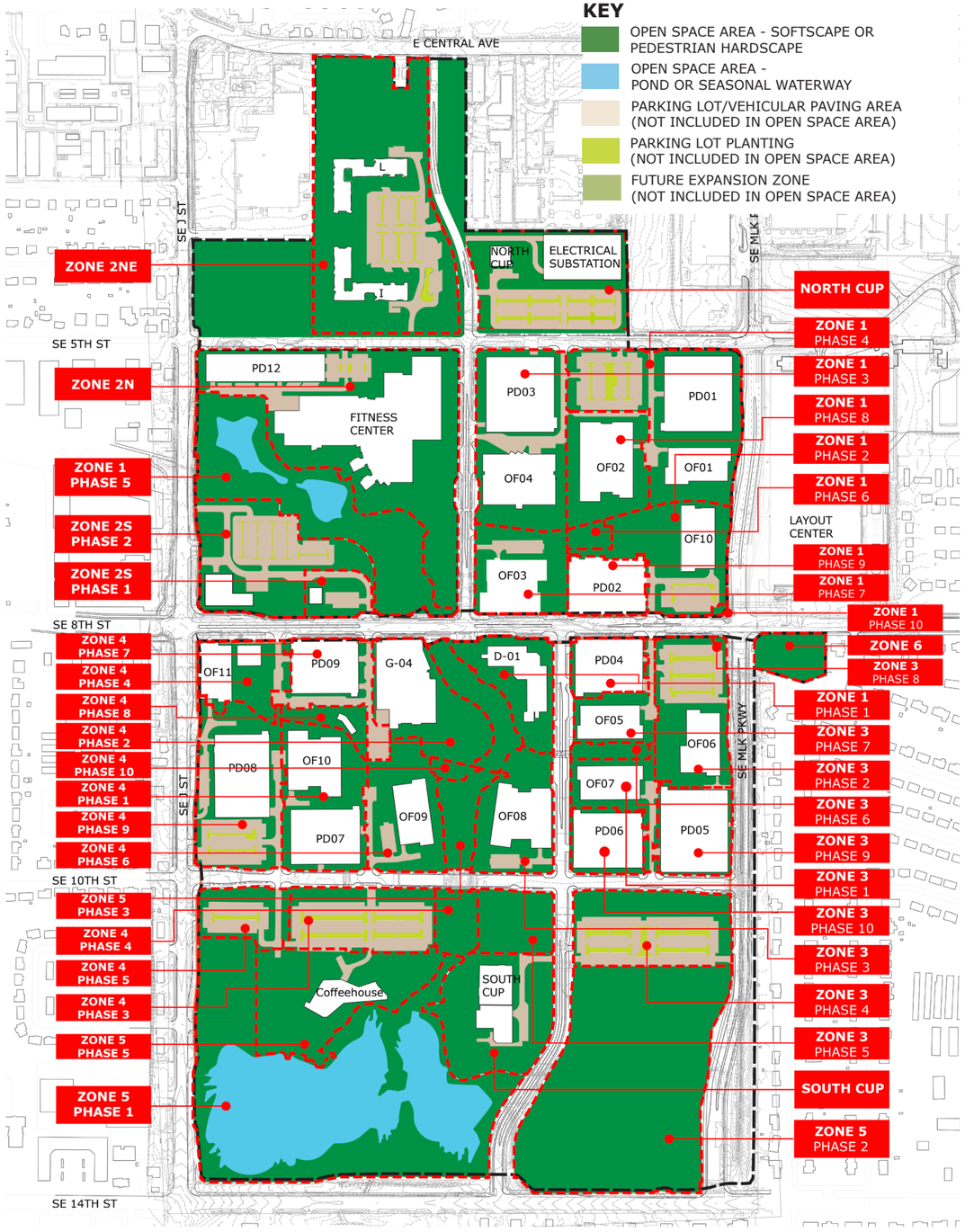
- *8' wide green space curb zone*
- *10' Min. wide shared-use sidewalk on at least one side of the street*
- *Shade trees provided at a minimum rate of one (1) shade tree per every forty (40) linear feet or fraction thereof of street frontage.*

PROPOSED GUIDELINES

- *1’ soil depth for shrubs / grasses up to 5 gallons*
- *3’ soil depth for trees (36” diameter rootball / 3.5” caliper).*



OPEN SPACE AREA



ZONE 1 PHASE 1
AREA: 5.32 acres
OPEN SPACE: 2.45 acres
OPEN SPACE PERCENTAGE: 46%
(26% ABOVE REQUIREMENT)

ZONE 1 PHASE 2
AREA: 5.46 acres
OPEN SPACE: 3.43 acres
OPEN SPACE PERCENTAGE: 63%
(43% ABOVE REQUIREMENT)

ZONE 1 PHASE 3
AREA: 7.73 acres
OPEN SPACE: 2.55 acres
OPEN SPACE PERCENTAGE: 33%
(13% ABOVE REQUIREMENT)

ZONE 1 PHASE 4
AREA: 9.82 acres
OPEN SPACE: 4.04 acres
OPEN SPACE PERCENTAGE: 41%
(21% ABOVE REQUIREMENT)

ZONE 1 PHASE 5
AREA: 11.09 acres
OPEN SPACE: 9.89 acres
OPEN SPACE POND: 1.2 acres
OPEN SPACE PERCENTAGE: 100%
(80% ABOVE REQUIREMENT)

ZONE 1 PHASE 6
AREA: 0.57 acres
OPEN SPACE: 0.57 acres
OPEN SPACE PERCENTAGE: 100%
(80% ABOVE REQUIREMENT)

ZONE 1 PHASE 7
AREA: 2.94 acres
OPEN SPACE: 1.33 acres
OPEN SPACE PERCENTAGE: 45%
(25% ABOVE REQUIREMENT)

ZONE 1 PHASE 8
AREA: 4.21 acres
OPEN SPACE: 2.04 acres
OPEN SPACE PERCENTAGE: 48%
(28% ABOVE REQUIREMENT)

ZONE 1 PHASE 9
AREA: 2.25 acres
OPEN SPACE: 0.27 acres
OPEN SPACE PERCENTAGE: 12%
(8% BELOW REQUIREMENT)

ZONE 1 PHASE 10
AREA: 0.05 acres
OPEN SPACE: 0.05 acres
OPEN SPACE PERCENTAGE: 100%
(80% ABOVE REQUIREMENT)

ZONE 2S PHASE 1
AREA: 1.42 acres
OPEN SPACE: 0.82 acres
OPEN SPACE PERCENTAGE: 58%
(38% ABOVE REQUIREMENT)

ZONE 2S PHASE 2
AREA: 6.65 acres
OPEN SPACE: 3.22 acres
OPEN SPACE PERCENTAGE: 48%
(28% ABOVE REQUIREMENT)

ZONE 2N
AREA: 16.2 acres
OPEN SPACE: 7.6 acres
OPEN SPACE PERCENTAGE: 47%
(27% ABOVE REQUIREMENT)

ZONE 2NE
AREA: 15.67 acres
OPEN SPACE: 11.31 acres
OPEN SPACE PERCENTAGE: 72%
(52% ABOVE REQUIREMENT)

ZONE 3 PHASE 1
AREA: 1.99 acres
OPEN SPACE: 1.49 acres
OPEN SPACE PERCENTAGE: 75%
(55% ABOVE REQUIREMENT)

ZONE 3 PHASE 2
AREA: 5.61 acres
OPEN SPACE: 2.23 acres
OPEN SPACE PERCENTAGE: 40%
(20% ABOVE REQUIREMENT)

ZONE 3 PHASE 3
AREA: 3.87 acres
OPEN SPACE: 2.37 acres
OPEN SPACE PERCENTAGE: 40%
(20% ABOVE REQUIREMENT)

ZONE 3 PHASE 4
AREA: 5.61 acres
OPEN SPACE: 2.08 acres
OPEN SPACE PERCENTAGE: 37%
(17% ABOVE REQUIREMENT)

ZONE 3 PHASE 5
AREA: 2.24 acres
OPEN SPACE: 2.24 acres
OPEN SPACE PERCENTAGE: 100%
(80% ABOVE REQUIREMENT)

ZONE 3 PHASE 6
AREA: 0.58 acres
OPEN SPACE: 0.58 acres
OPEN SPACE PERCENTAGE: 100%
(80% ABOVE REQUIREMENT)

ZONE 3 PHASE 7
AREA: 2.34 acres
OPEN SPACE: 1.0 acres
OPEN SPACE PERCENTAGE: 43%
(23% ABOVE REQUIREMENT)

ZONE 3 PHASE 8
AREA: 0.03 acres
OPEN SPACE: 0.03 acres
OPEN SPACE PERCENTAGE: 100%
(80% ABOVE REQUIREMENT)

ZONE 3 PHASE 9
AREA: 3.11 acres
OPEN SPACE: 0.38 acres
OPEN SPACE PERCENTAGE: 12%
(8% BELOW REQUIREMENT)

ZONE 3 PHASE 10
AREA: 2.29 acres
OPEN SPACE: 0.43 acres
OPEN SPACE PERCENTAGE: 19%
(1% BELOW REQUIREMENT)

ZONE 4 PHASE 1
AREA: 5.65 acres
OPEN SPACE: 2.2 acres
OPEN SPACE PERCENTAGE: 39%
(19% ABOVE REQUIREMENT)

ZONE 4 PHASE 2
AREA: 4.7 acres
OPEN SPACE: 2.4 acres
OPEN SPACE PERCENTAGE: 51%
(31% ABOVE REQUIREMENT)

ZONE 4 PHASE 3
AREA: 4.29 acres
OPEN SPACE: 0.8 acres
OPEN SPACE PERCENTAGE: 19%
(1% BELOW REQUIREMENT)

ZONE 4 PHASE 4
AREA: 2.84 acres
OPEN SPACE: 1.51 acres
OPEN SPACE PERCENTAGE: 53%
(33% ABOVE REQUIREMENT)

ZONE 4 PHASE 5
AREA: 2.34 acres
OPEN SPACE: 1.14 acres
OPEN SPACE PERCENTAGE: 49%
(29% ABOVE REQUIREMENT)

ZONE 4 PHASE 6
AREA: 4.35 acres
OPEN SPACE: 2.65 acres
OPEN SPACE PERCENTAGE: 61%
(41% ABOVE REQUIREMENT)

ZONE 4 PHASE 7
AREA: 3.19 acres
OPEN SPACE: 0.76 acres
OPEN SPACE PERCENTAGE: 24%
(4% ABOVE REQUIREMENT)

ZONE 4 PHASE 8
AREA: 0.99 acres
OPEN SPACE: 0.92 acres
OPEN SPACE PERCENTAGE: 93%
(73% ABOVE REQUIREMENT)

ZONE 4 PHASE 9
AREA: 6.48 acres
OPEN SPACE: 1.84 acres
OPEN SPACE PERCENTAGE: 28%
(8% ABOVE REQUIREMENT)

ZONE 4 PHASE 10
AREA: 0.35 acres
OPEN SPACE: 0.35 acres
OPEN SPACE PERCENTAGE: 100%
(80% ABOVE REQUIREMENT)

ZONE 5 PHASE 1
AREA: 22.4 acres
OPEN SPACE: 9.9 acres
OPEN SPACE POND: 12.5 acres
OPEN SPACE PERCENTAGE: 100%
(80% ABOVE REQUIREMENT)

ZONE 5 PHASE 2
AREA: 17.02 acres
OPEN SPACE: 17.02 acres
OPEN SPACE PERCENTAGE: 100%
(80% ABOVE REQUIREMENT)

ZONE 5 PHASE 3
AREA: 1.69 acres
OPEN SPACE: 1.69 acres
OPEN SPACE PERCENTAGE: 100%
(80% ABOVE REQUIREMENT)

ZONE 5 PHASE 4
AREA: 1.28 acres
OPEN SPACE: 1.28 acres
OPEN SPACE PERCENTAGE: 100%
(80% ABOVE REQUIREMENT)

ZONE 5 PHASE 5
AREA: 6.62 acres
OPEN SPACE: 5.02 acres
OPEN SPACE PERCENTAGE: 83%
(63% ABOVE REQUIREMENT)

ZONE 6
AREA: 1.47 acres
OPEN SPACE: 1.47 acres
OPEN SPACE PERCENTAGE: 100%
(80% ABOVE REQUIREMENT)

NCUP
AREA: 7.42 acres
OPEN SPACE: 2.51 acres
OPEN SPACE PERCENTAGE: 34%
(14% ABOVE REQUIREMENT)

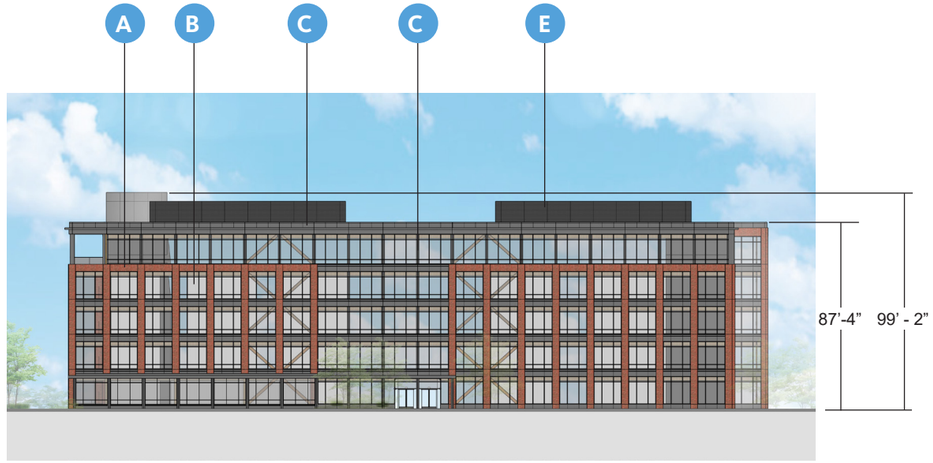
SCUP
AREA: 6.07 acres
OPEN SPACE: 4.34 acres
OPEN SPACE PERCENTAGE: 71%
(51% ABOVE REQUIREMENT)

TOTAL AREA: 252.38 ACRES
OPEN SPACE: 137.88 acres
OPEN SPACE PERCENTAGE: 55%
(35% ABOVE REQUIREMENT)

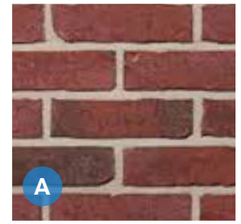
Note: PUD Revision 17-19 includes the addition of Phase 10 in Zone 1; the addition of Phase 8, 9 and 10 in Zone 3; the addition of parking lots in lieu of open space in Zone 3 and Zone 4; and the revision to service drive access to Zone 5 Coffeehouse.



NORTH ELEVATION



SOUTH ELEVATION



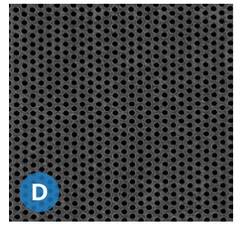
BR01- RED THIN BRICK



GL01- VISION GLASS



MP01- GRAY METAL MINIMUM 24 GAUGE



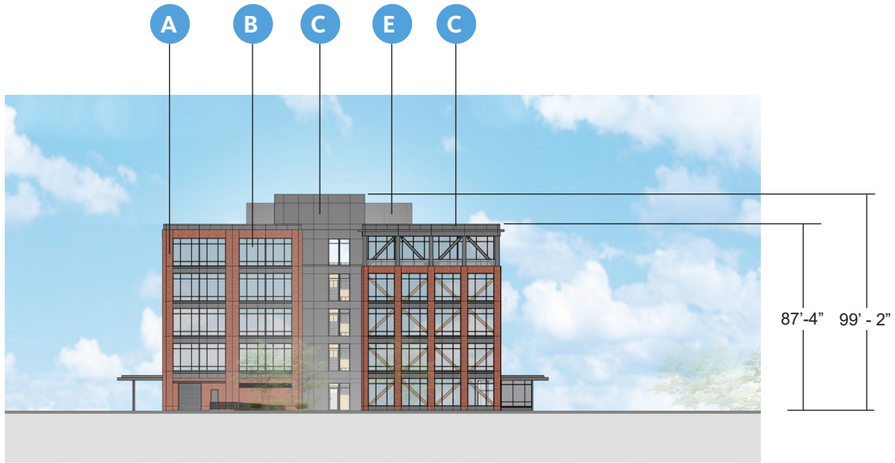
MP05- PERFORATED METAL MINIMUM 24 GAUGE



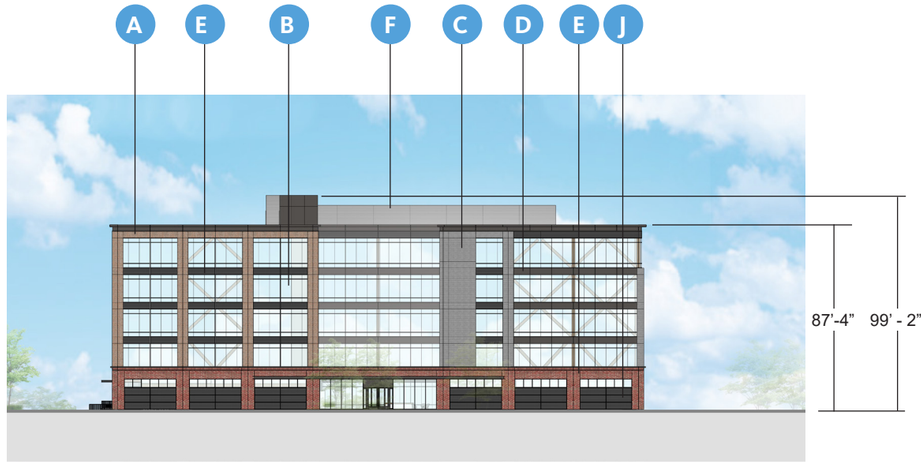
WD01- WOOD FINISH (CANOPY AND TERRACE SOFFITS)



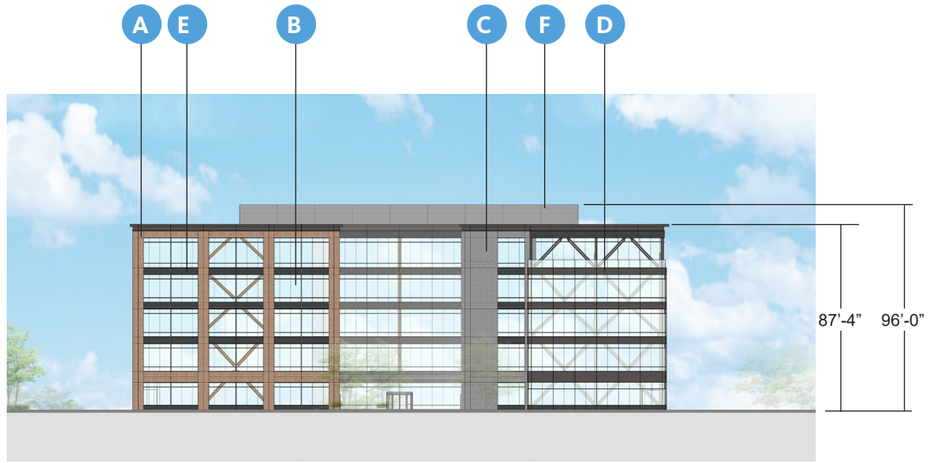
EAST ELEVATION



WEST ELEVATION



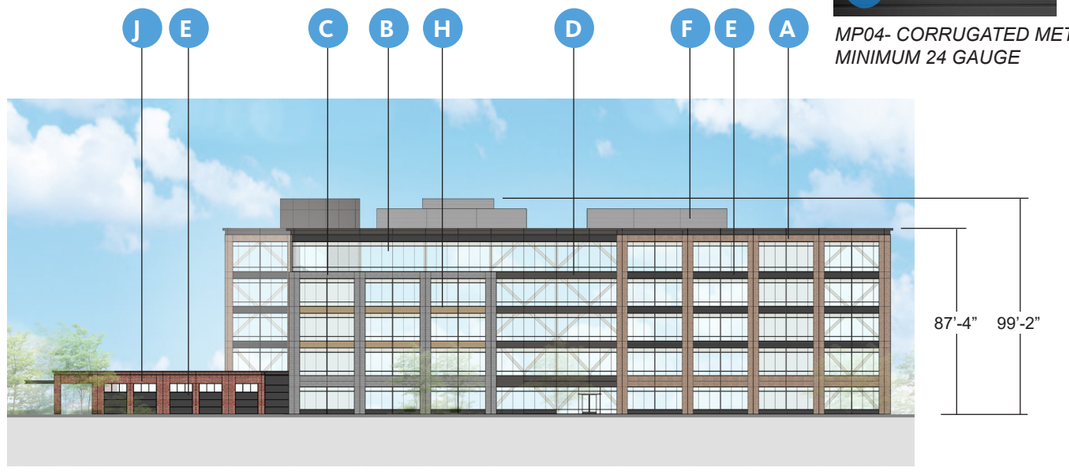
NORTH ELEVATION



SOUTH ELEVATION



EAST ELEVATION



WEST ELEVATION



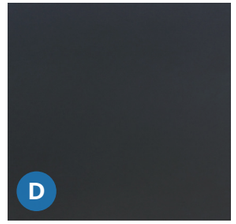
BR02- RED THIN BRICK



GL01- VISION GLASS



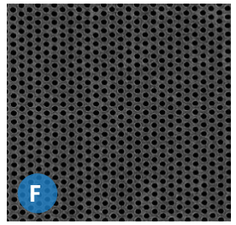
BR04- GRAY THIN BRICK



MP03- BLACK METAL
MINIMUM 24 GAUGE



MP04- CORRUGATED METAL
MINIMUM 24 GAUGE



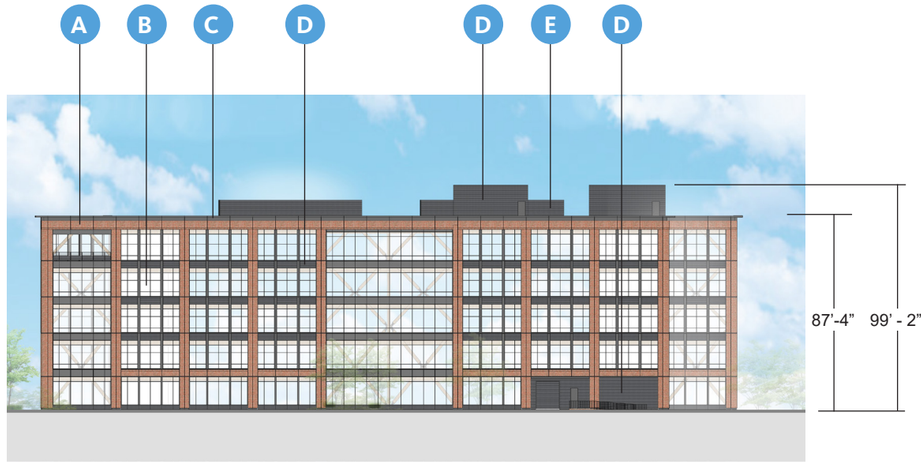
MP05- PERFORATED METAL
MINIMUM 24 GAUGE



WD01- WOOD FINISH
(CANOPY AND
TERRACE SOFFITS)



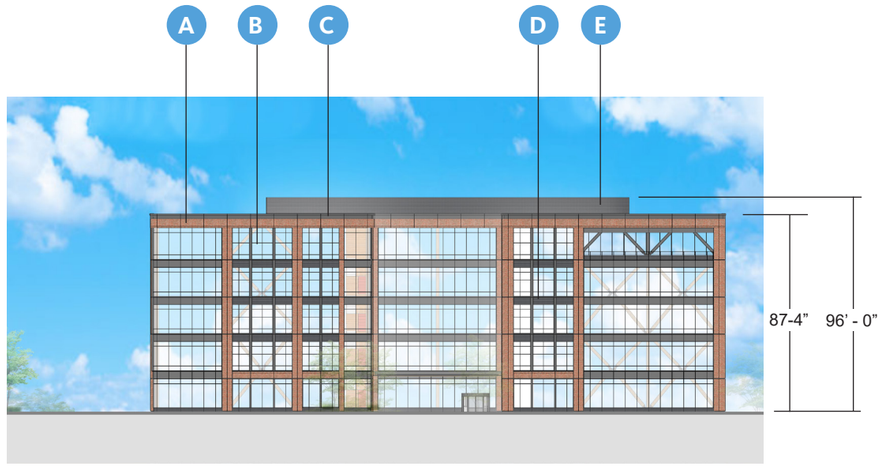
BR05- RED THIN BRICK



NORTH ELEVATION



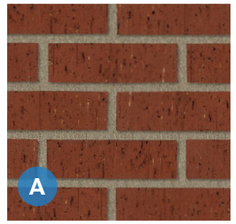
SOUTH ELEVATION



EAST ELEVATION



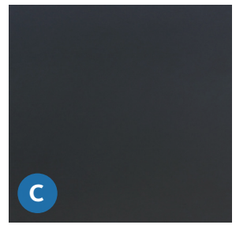
WEST ELEVATION



BR01- RED THIN BRICK



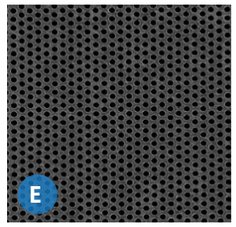
GL01- VISION GLASS



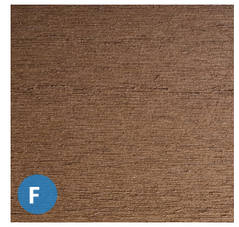
MP03- BLACK METAL MINIMUM 24 GAUGE



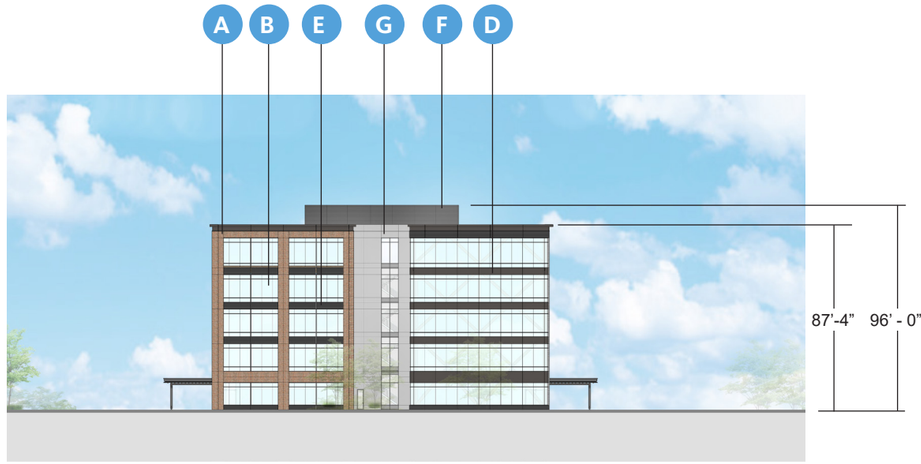
MP04- CORRUGATED METAL MINIMUM 24 GAUGE



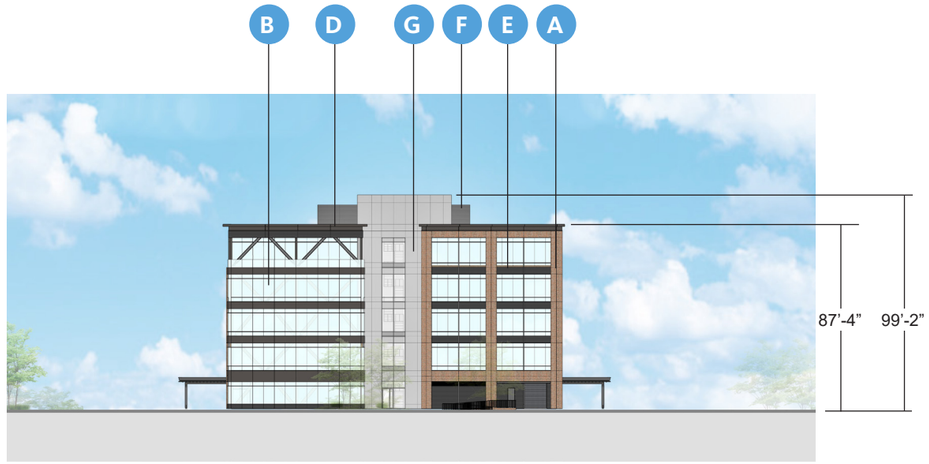
MP05- PERFORATED METAL MINIMUM 24 GAUGE



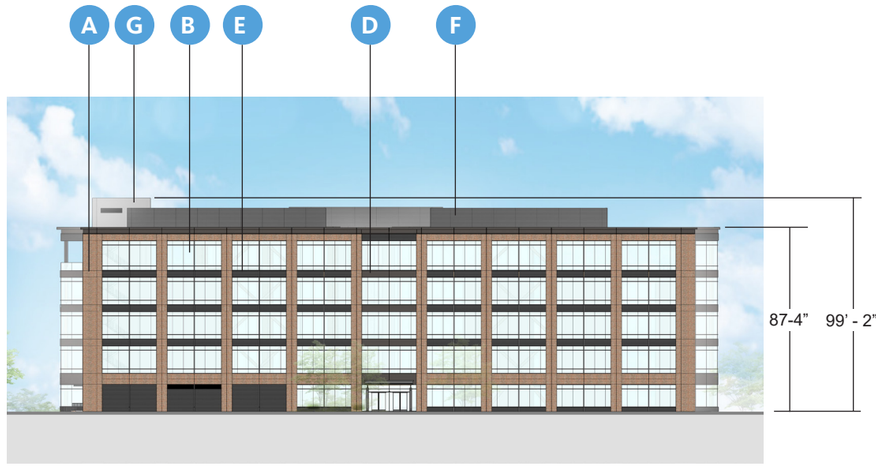
WD01- WOOD FINISH (CANOPY AND TERRACE SOFFITS)



NORTH ELEVATION



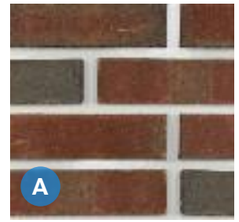
SOUTH ELEVATION



EAST ELEVATION



WEST ELEVATION



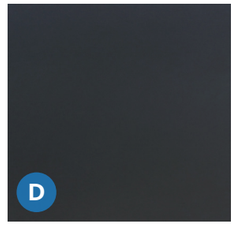
BR02- RED THIN BRICK



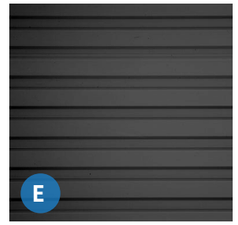
GL01- VISION GLASS



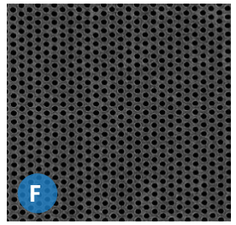
BR04- GRAY THIN BRICK



MP03- BLACK METAL
MINIMUM 24 GAUGE



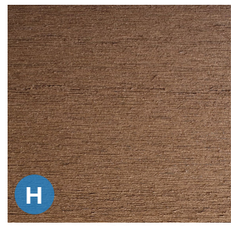
MP04- CORRUGATED METAL
MINIMUM 24 GAUGE



MP05- PERFORATED METAL
MINIMUM 24 GAUGE



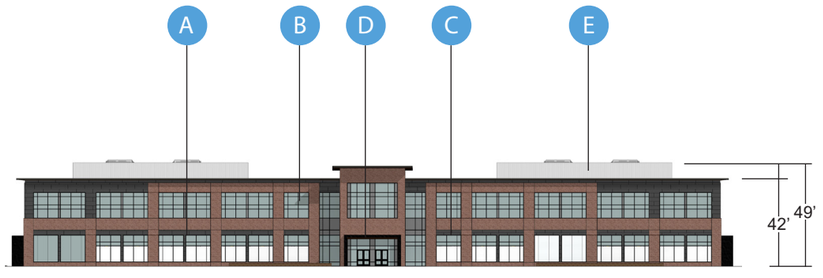
MP01- GRAY METAL
MINIMUM 24 GAUGE



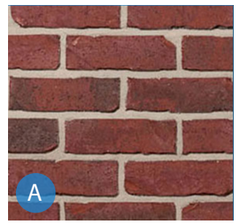
WD01- WOOD FINISH
(CANOPY AND
TERRACE SOFFITS)



NORTH ELEVATION



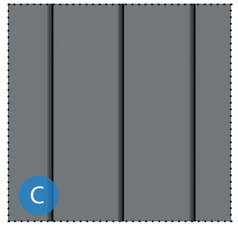
SOUTH ELEVATION



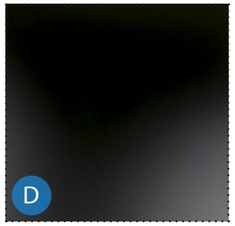
BR01- RED BRICK



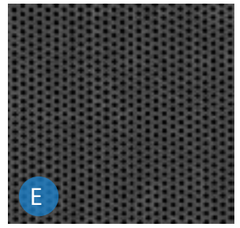
GL01- VISION GLASS



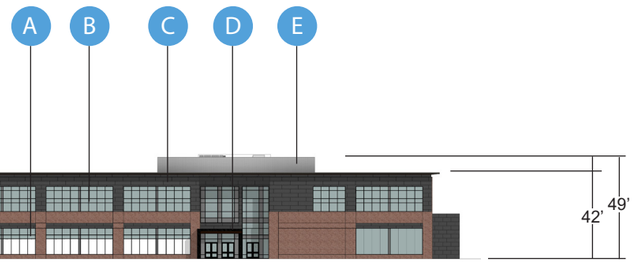
MP01- GRAY METAL
MINIMUM 24 GAUGE



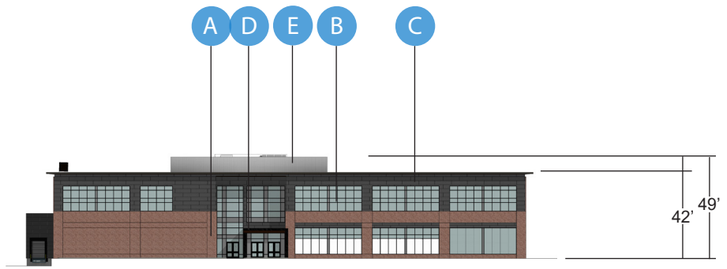
MP03- BLACK METAL
MINIMUM 24 GAUGE



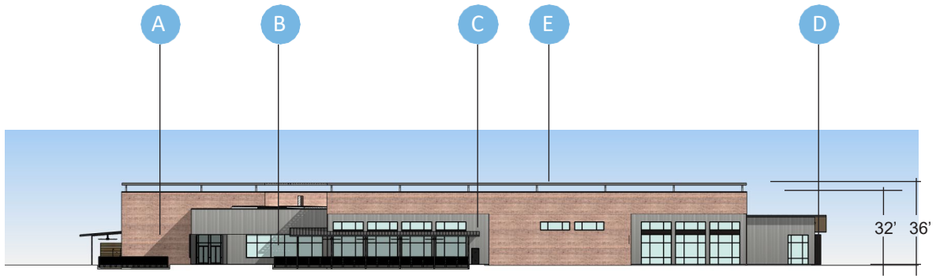
MP05- PERFORATED METAL
MINIMUM 24 GAUGE



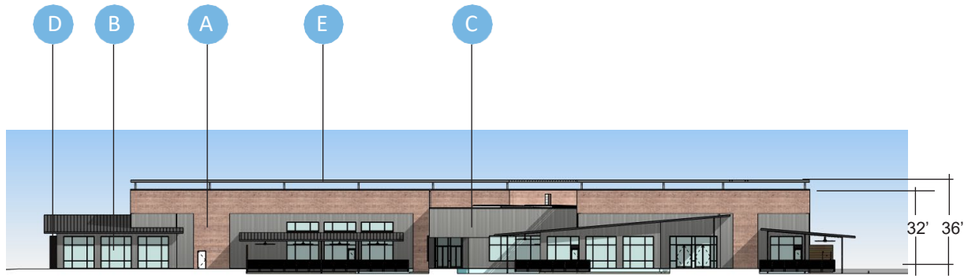
EAST ELEVATION



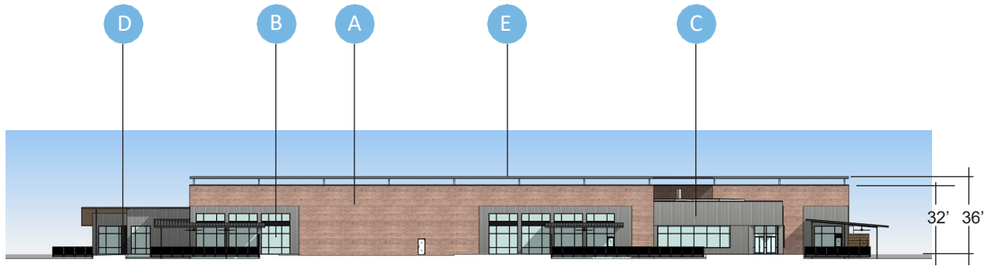
WEST ELEVATION



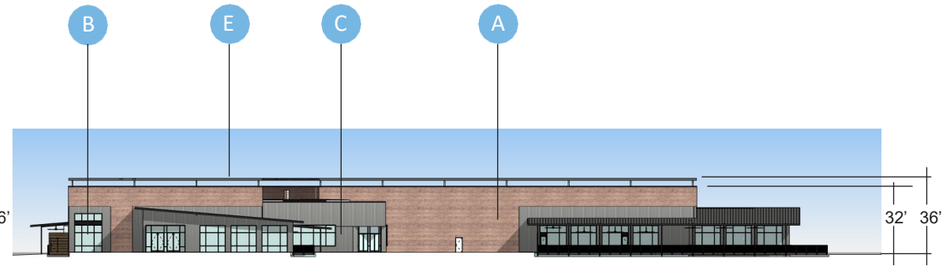
NORTH ELEVATION



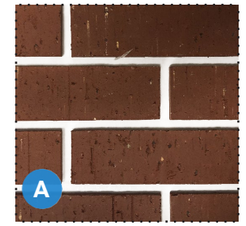
SOUTH ELEVATION



EAST ELEVATION



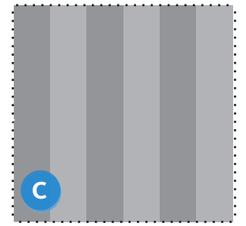
WEST ELEVATION



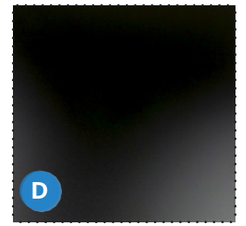
BR01- RED BRICK



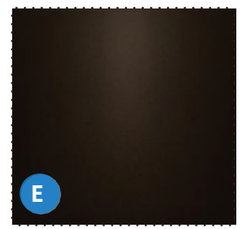
GL01- VISION GLASS



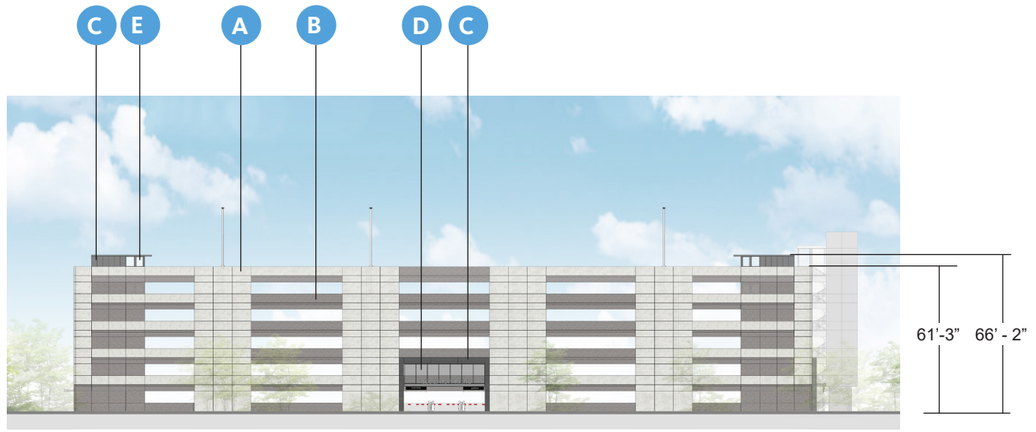
MP01- CONCEALED FASTENER METAL PANEL MINIMUM 24 GAUGE



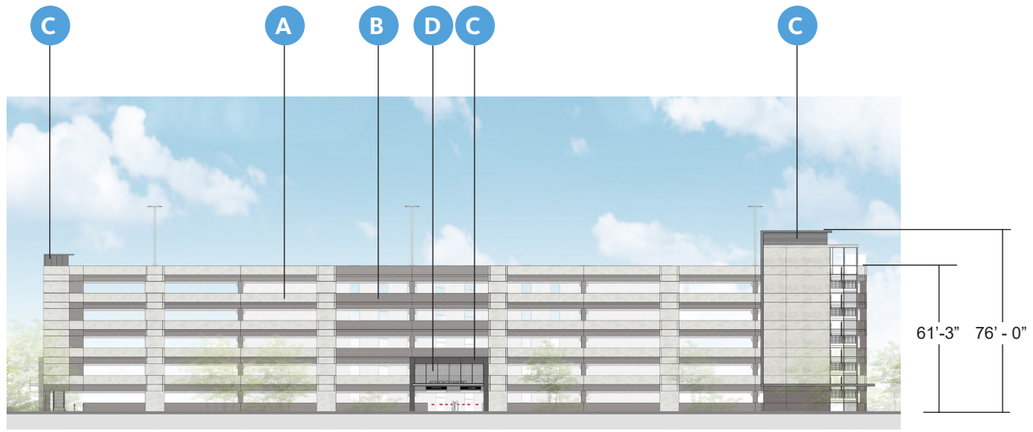
MP02- DARK METAL MINIMUM 24 GAUGE



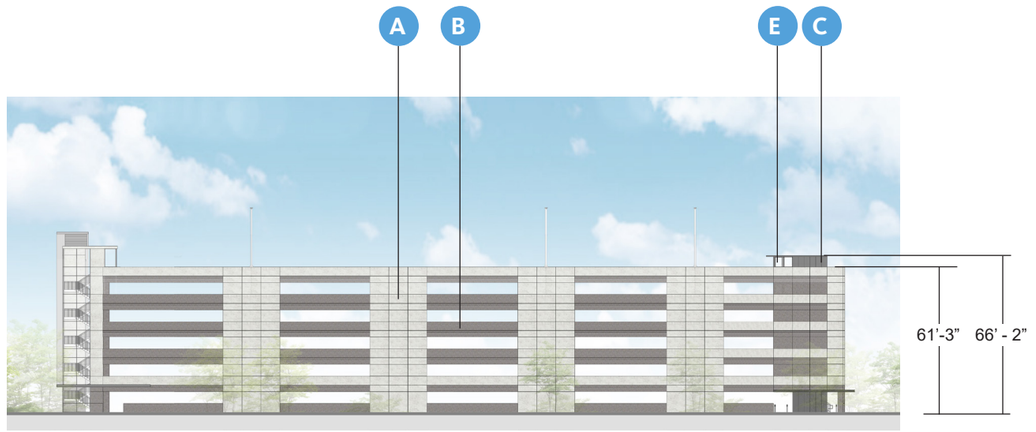
RS01- DARK BRONZE ALUMINUM ROOF SCREENING



NORTH ELEVATION



WEST ELEVATION



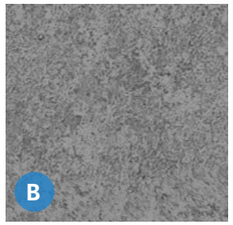
SOUTH ELEVATION



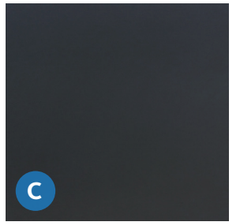
EAST ELEVATION



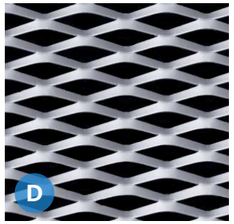
PC01- PRECAST LIGHT



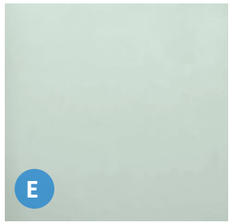
PC02- PRECAST DARK



MP03- BLACK METAL MINIMUM 24 GAUGE



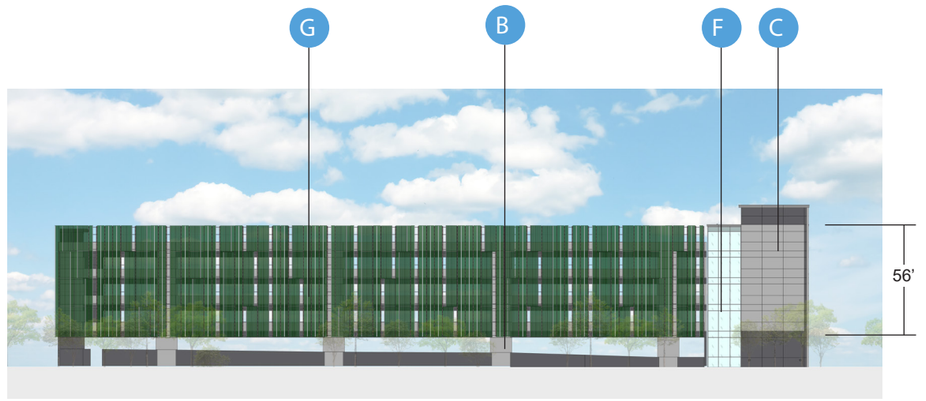
MP06 - EXPANDED METAL MINIMUM 24 GAUGE



GL01- VISION GLASS



NORTH ELEVATION



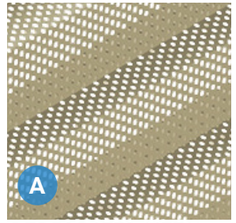
WEST ELEVATION



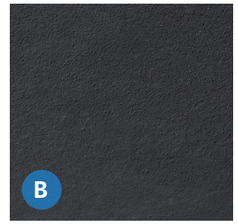
SOUTH ELEVATION



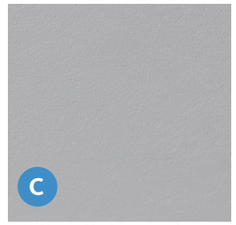
EAST ELEVATION



PERFORMATED METAL PANELS - GRAY MINIMUM 24 GAUGE



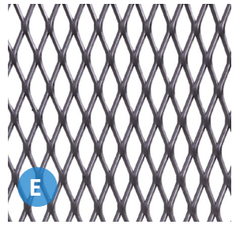
EXISTING PAINTED PRECAST CONCRETE



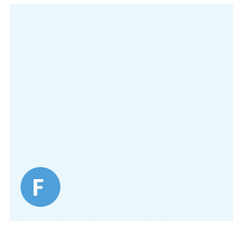
EXISTING PAINTED PRECAST CONCRETE



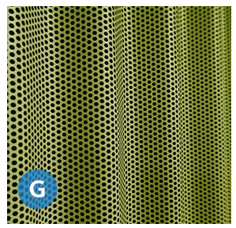
EXISTING MCM PANEL MINIMUM 24 GAUGE



EXISTING EXPANDED METAL MESH MINIMUM 24 GAUGE



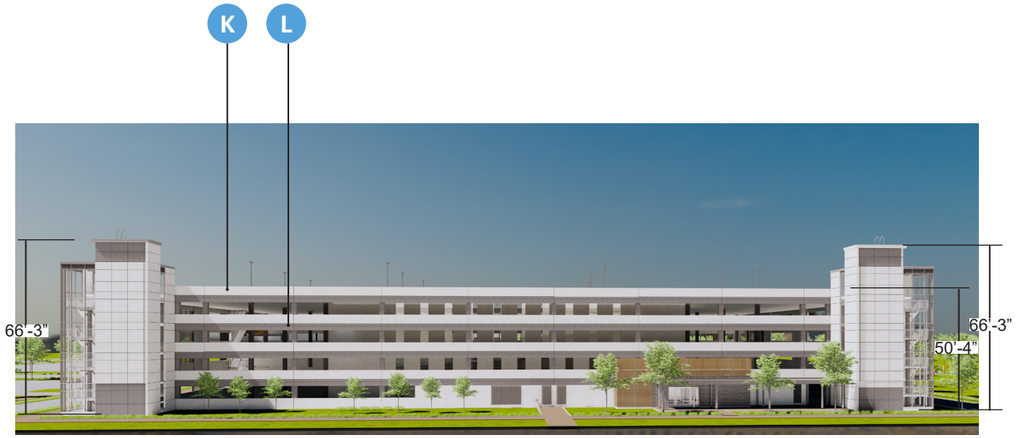
EXISTING GLASS



PERFORATED ALUMINUM PANEL - GREEN MINIMUM 24 GAUGE

PARKING GARAGE | PD02

*NOTE: Canopies encroach up to 16' into ROW



NORTH ELEVATION



SOUTH ELEVATION

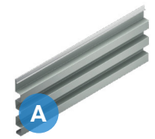


EAST ELEVATION

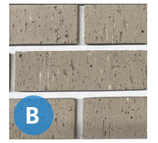


WEST ELEVATION

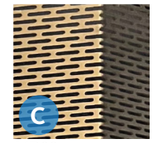
**ALL METAL PANEL MINIMUM 24 GAUGE*



MP01- METAL MORIN PANEL 1



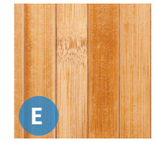
BR01 - CLOUD GREY



MP02 - PERFORATED CUSTOM PANEL



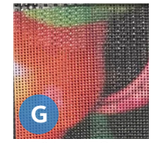
BR02 - IRONSPOT VELOUR



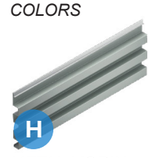
MP04 - GARAPA WOOD



MP03 - CUSTOM METAL PANEL COLORS



MF01 - MESH FABRIC - SERGE FERRARI



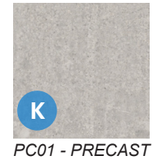
METAL MORIN PANEL 2



BR03 - RUBY RED VELOUR



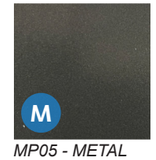
GL01- STARPHIRE GLASS



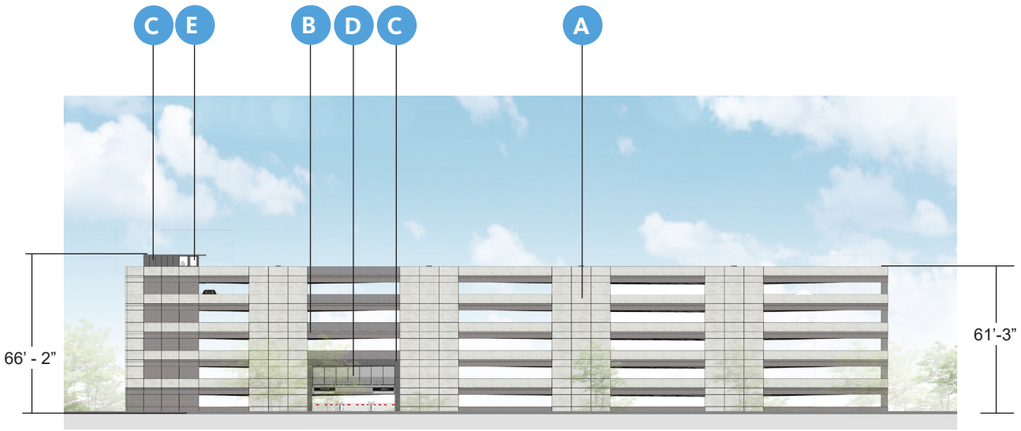
PC01 - PRECAST LIGHT



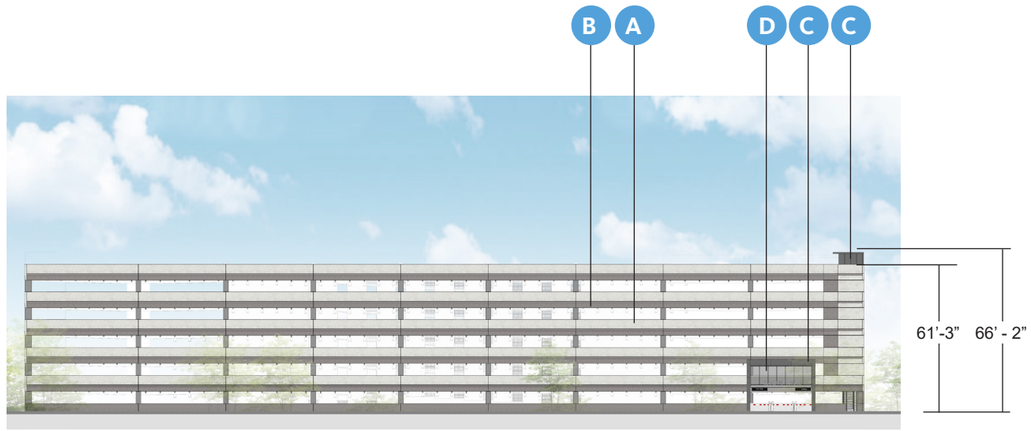
PC02 - PRECAST DARK



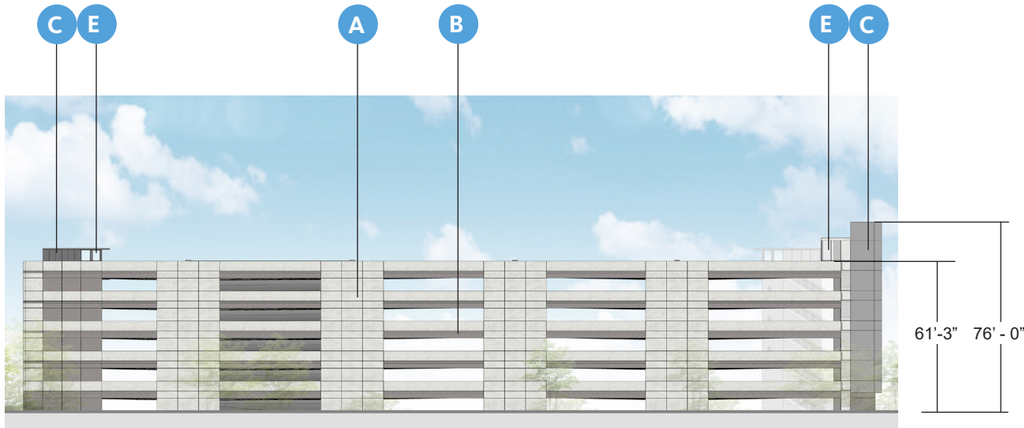
MP05 - METAL GRAPHITE GREY



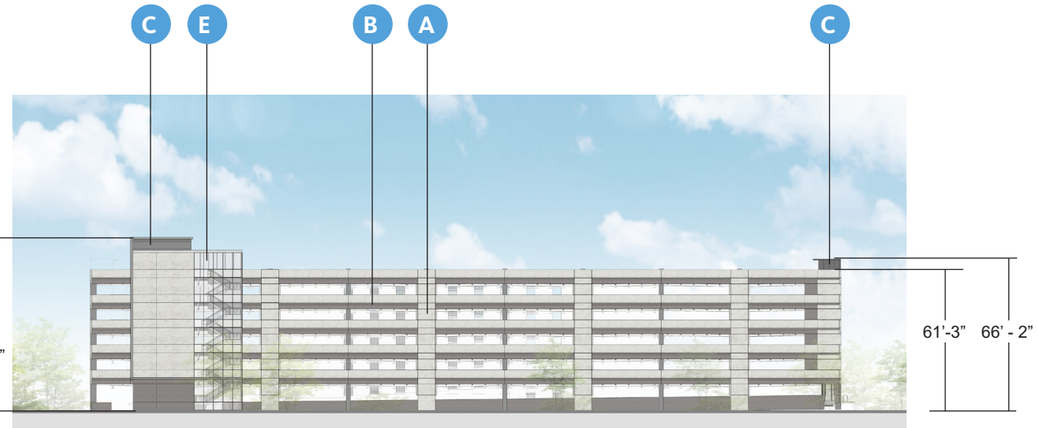
NORTH ELEVATION



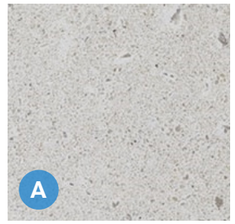
WEST ELEVATION



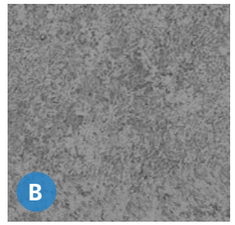
SOUTH ELEVATION



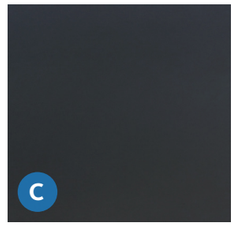
EAST ELEVATION



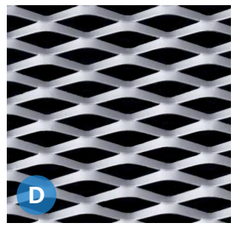
PC01- PRECAST LIGHT



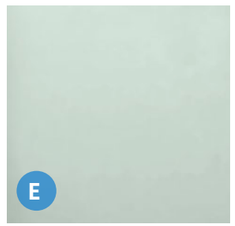
PC02- PRECAST DARK



MP03- BLACK METAL
MINIMUM 24 GAUGE



MP06 - EXPANDED METAL
MINIMUM 24 GAUGE



GL01- VISION GLASS



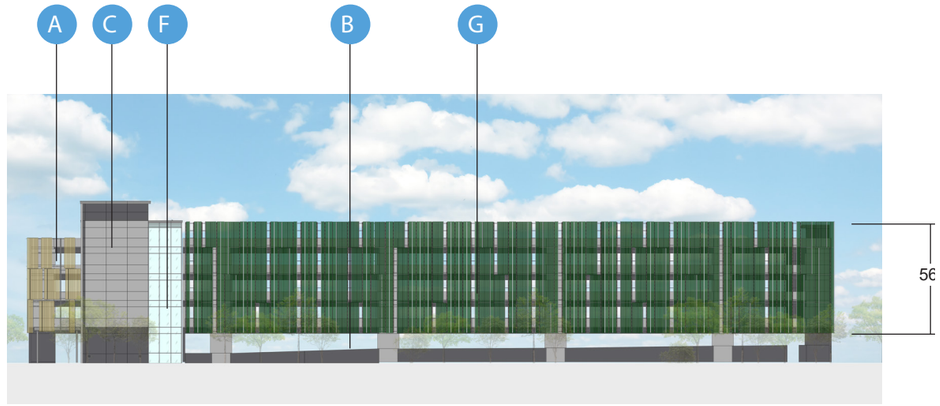
NORTH ELEVATION



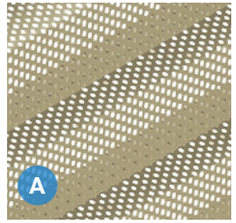
WEST ELEVATION



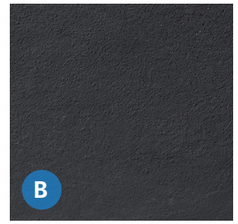
SOUTH ELEVATION



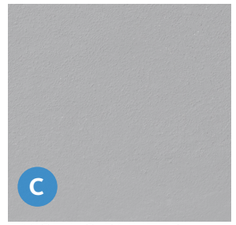
EAST ELEVATION



PERFORATED METAL PANELS - GRAY MINIMUM 24 GAUGE



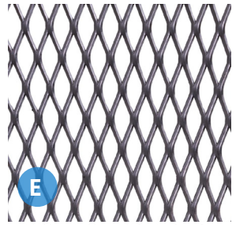
EXISTING PAINTED PRECAST CONCRETE



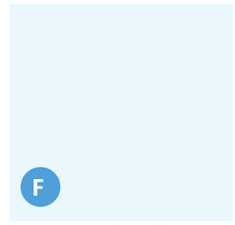
EXISTING PAINTED PRECAST CONCRETE



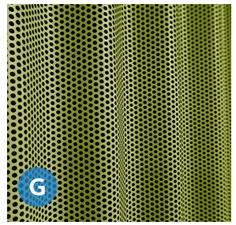
EXISTING MCM PANEL MINIMUM 24 GAUGE



EXISTING EXPANDED METAL MESH MINIMUM 24 GAUGE



EXISTING GLASS



PERFORATED ALUMINUM PANEL - GREEN MINIMUM 24 GAUGE

PARKING GARAGE | PD04

*NOTE: Canopies encroach up to 11' into ROW



NORTH ELEVATION



SOUTH ELEVATION

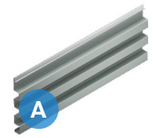


EAST ELEVATION



WEST ELEVATION

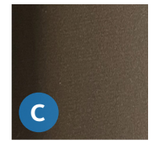
*ALL METAL PANEL MINIMUM 24 GAUGE



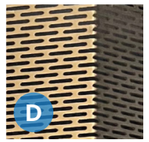
MP01- METAL MORIN PANEL 1



ST01 - LIMESTONE CLARA



MP04- METAL URBAN BRONZE



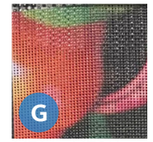
MP02 - PERFORATED CUSTOM PANEL



BR02 - 500 HARVARD



MP03 - CUSTOM METAL PANEL COLORS



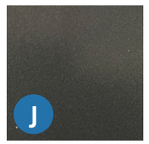
MF01 - MESH FABRIC - SERGE FERRARI



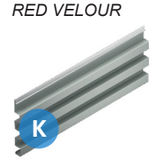
GL01- STARPHIRE GLASS



BR03 - RUBY RED VELOUR



MP05- METAL GRAPHITE GREY



METAL MORIN PANEL 2



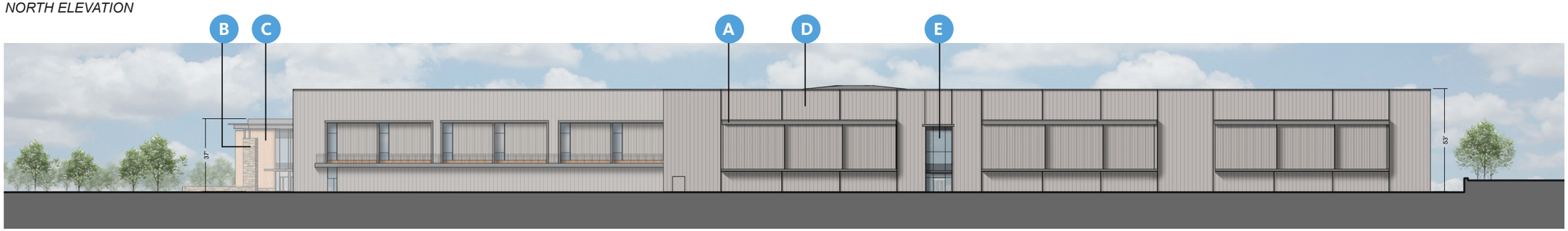
PC01 - PRECAST LIGHT



PC02 - PRECAST DARK



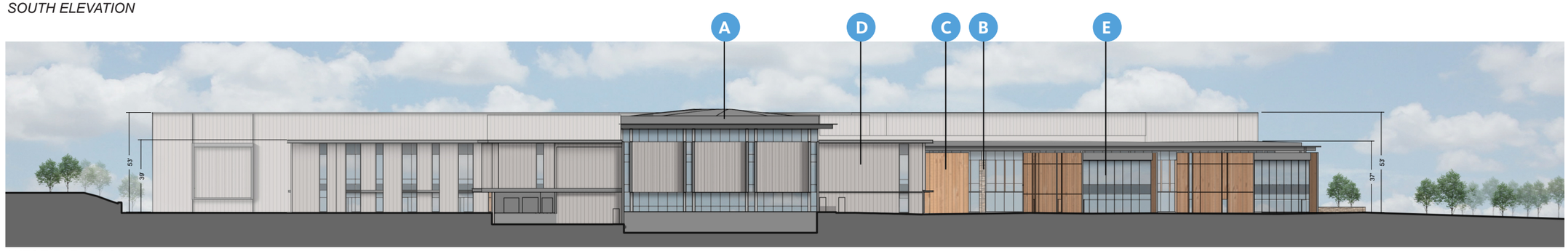
NORTH ELEVATION



EAST ELEVATION



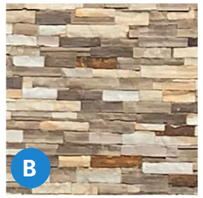
SOUTH ELEVATION



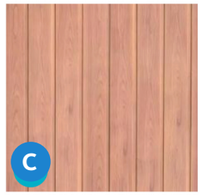
WEST ELEVATION



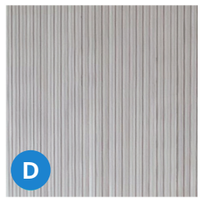
MCM1 - Florupon Classic II



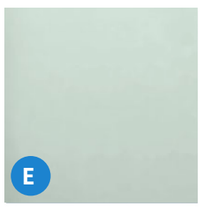
ST1 - Hackett Blue-Brown Multi-Strip



CL7 - Concrete Panel



MWP (1,2,3) - Metal Wall Panel, min. 24 ga



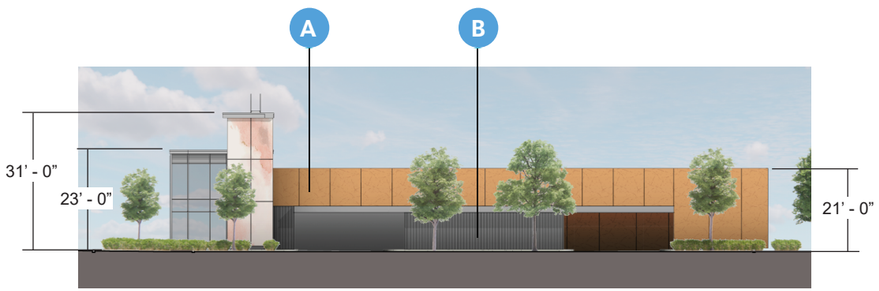
GL1 - Vision Glass



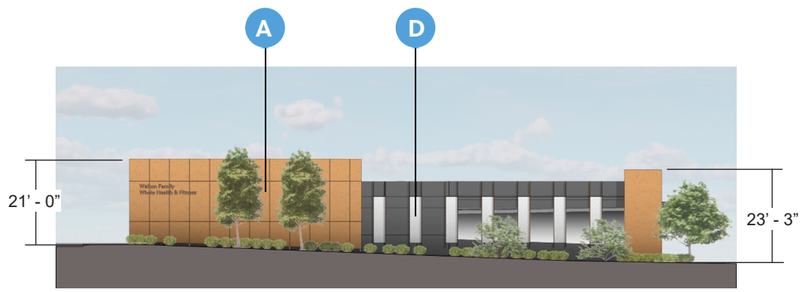
NORTH ELEVATION



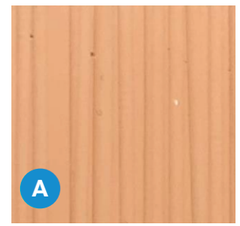
SOUTH ELEVATION



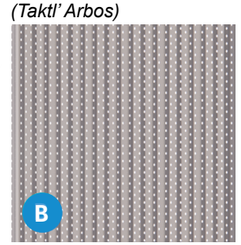
EAST ELEVATION



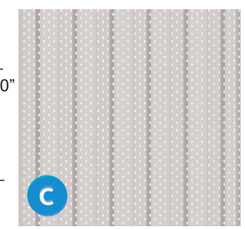
WEST ELEVATION



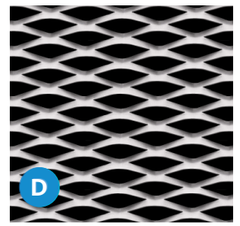
CFP- Concrete Facade Panel (Taktl' Arbos)



MWP1- Corrugated Metal Panel, min. 24 ga.



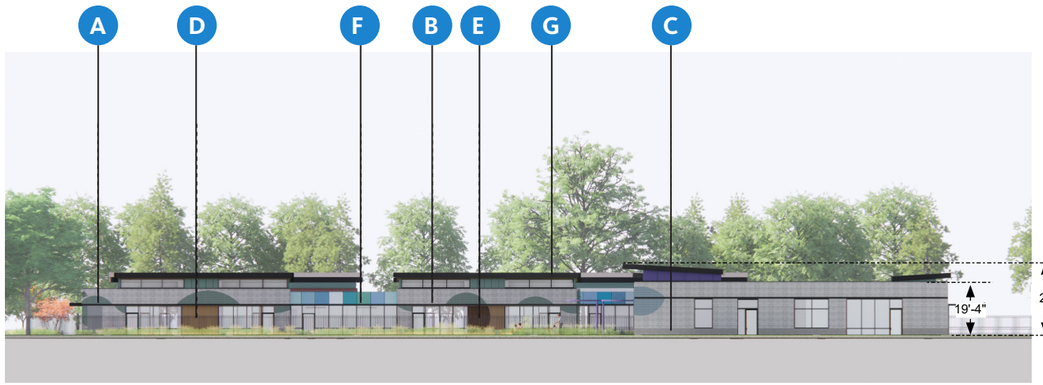
MWP2- Corrugated Metal Panel, min. 24 ga.



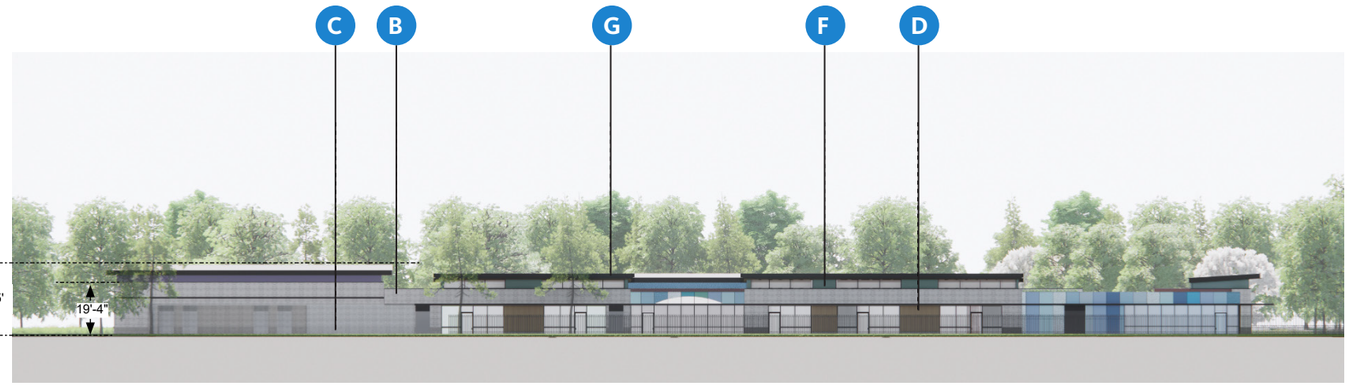
EMP- Expanded Metal Panel, min 1/8 in.

BUILDINGS L-02 + I-02 | CHILDCARE CENTER

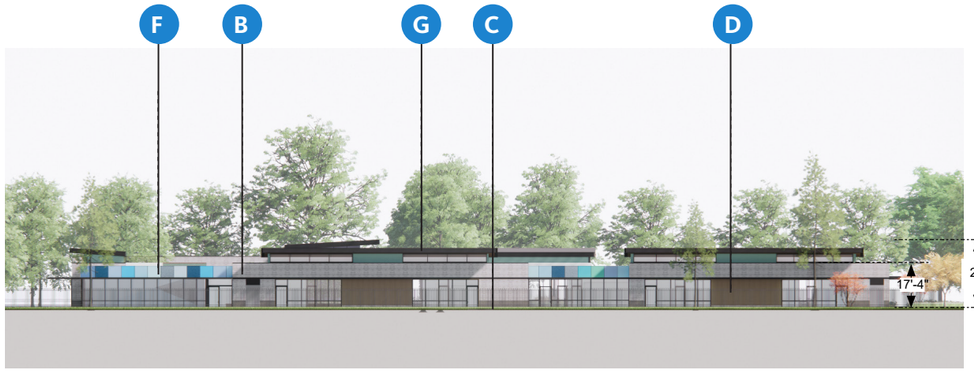
NOTE: Childcare Building I-02 is a mirror image of Childcare Building L-02 (shown below)



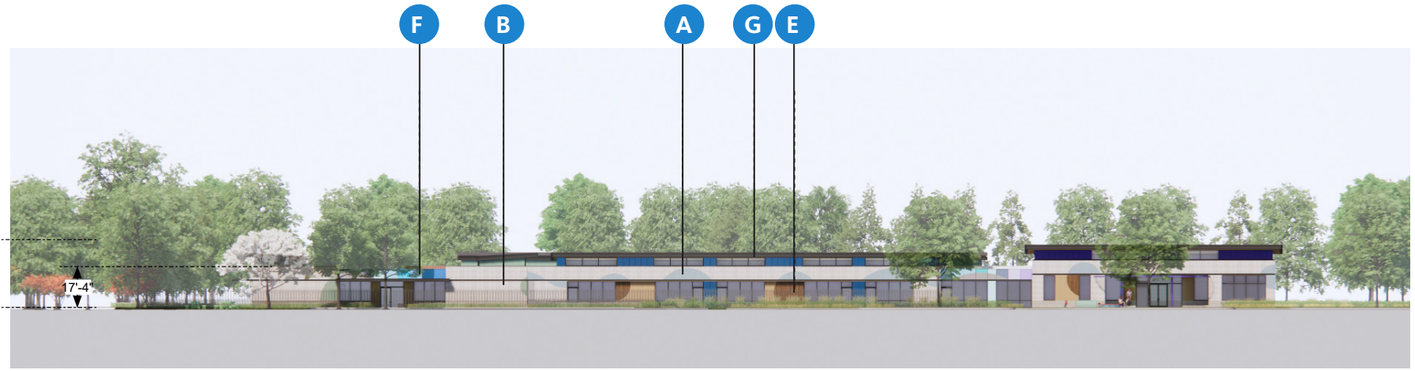
EAST ELEVATION (BUILDING L-02)



NORTH ELEVATION (BUILDING L-02)



WEST ELEVATION (BUILDING L-02)



SOUTH ELEVATION (BUILDING L-02)



BRICK 01



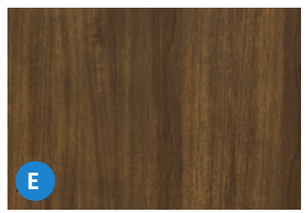
BRICK 02



BURNISHED BLOCK



WOOD 01
(LONGBOARD METAL PANEL)



WOOD 02
(LONGBOARD METAL PANEL)



METAL PANEL, MIN. 24 GA



MULLION



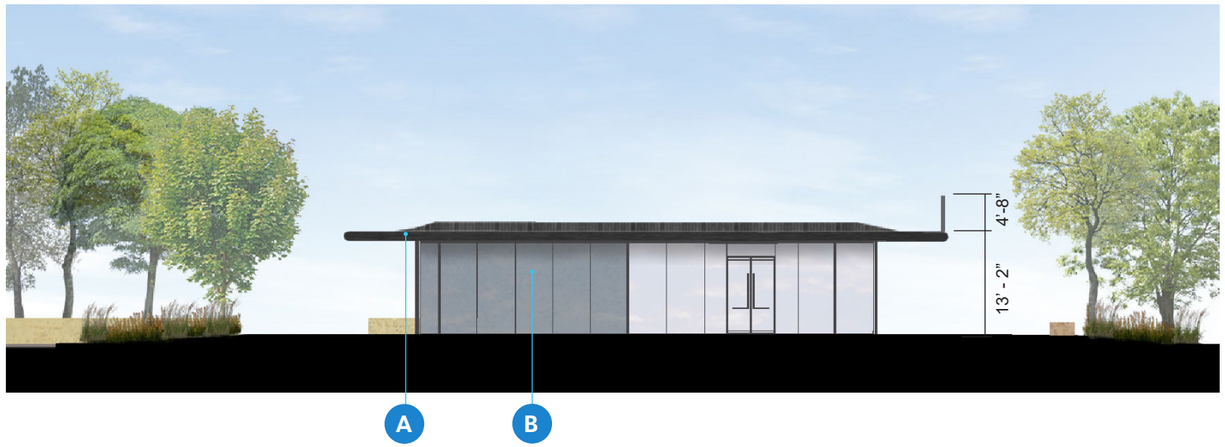
SOUTH ELEVATION



EAST ELEVATION



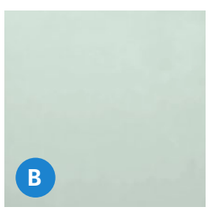
NORTH ELEVATION



WEST ELEVATION



ACM PANEL 01
TRICORN BLACK
MINIMUM 24 GAUGE



VISION GLASS



SOUTH ELEVATION



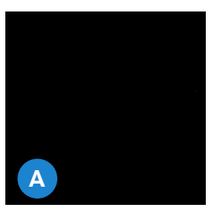
EAST ELEVATION



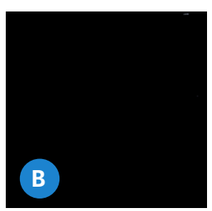
NORTH ELEVATION



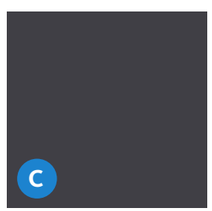
WEST ELEVATION



ACM PANEL 01
TRICORN BLACK
MINIMUM 24 GAUGE



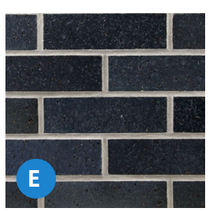
METAL,
PAINTED TO MATCH
TRICORN BLACK
MINIMUM 24 GAUGE
(PERFORMATED AT
SELECT LOCATIONS)



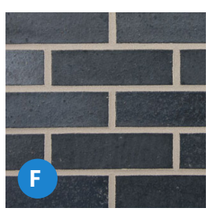
ACM PANEL 02
DUSTY CHARCOAL II
MINIMUM 24 GAUGE
(PERFORMATED AT
SELECT LOCATIONS)



BRICK 01
GLAZED WHITE VC1
VELOUR TEXTURE



BRICK 02
MANGANESE
IRONSPOT,
VELOUR TEXTURE



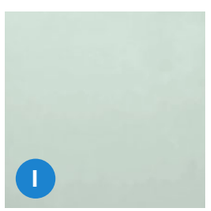
BRICK 03
MANGANESE
IRONSPOT,
SMOOTH TEXTURE



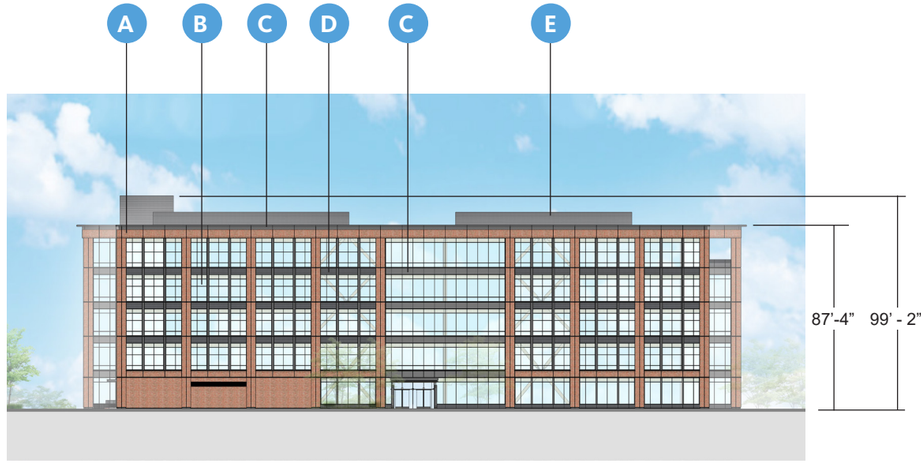
STO EIFS
RAL 7038
WIPE, UNBLOTTED



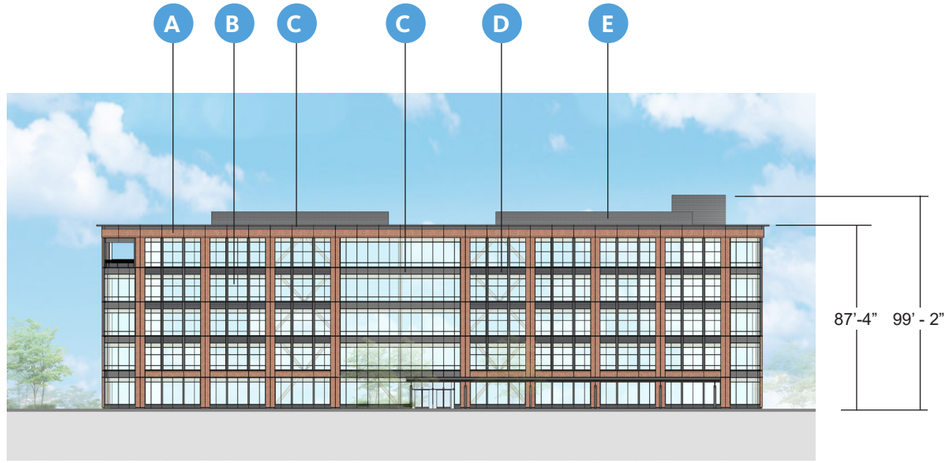
STO EIFS
RAL 7011
CLEAR SEALER
MATTE



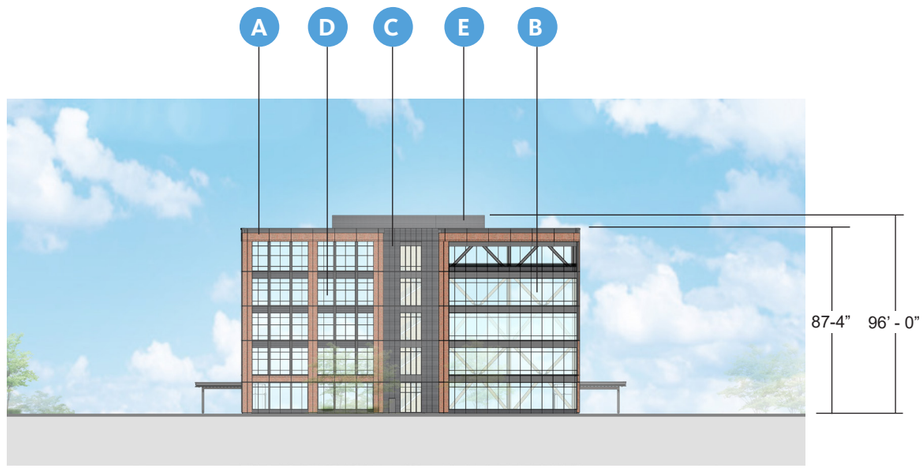
VISION GLASS



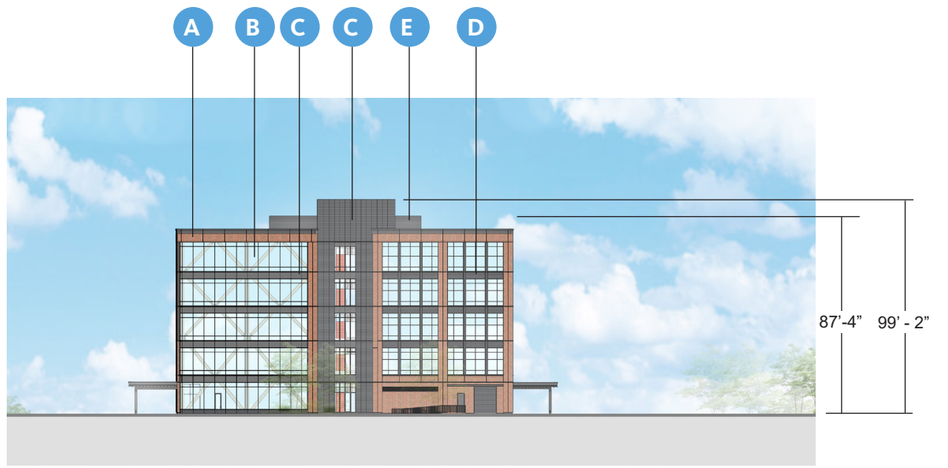
NORTH ELEVATION



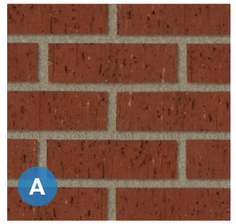
SOUTH ELEVATION



EAST ELEVATION



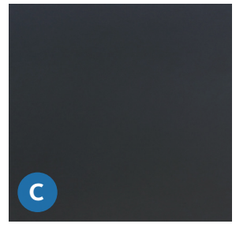
WEST ELEVATION



BR01- RED THIN BRICK



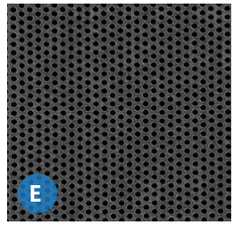
GL01- VISION GLASS



MP03- BLACK METAL MINIMUM 24 GAUGE



MP04- CORRUGATED METAL MINIMUM 24 GAUGE



MP05- PERFORATED METAL MINIMUM 24 GAUGE



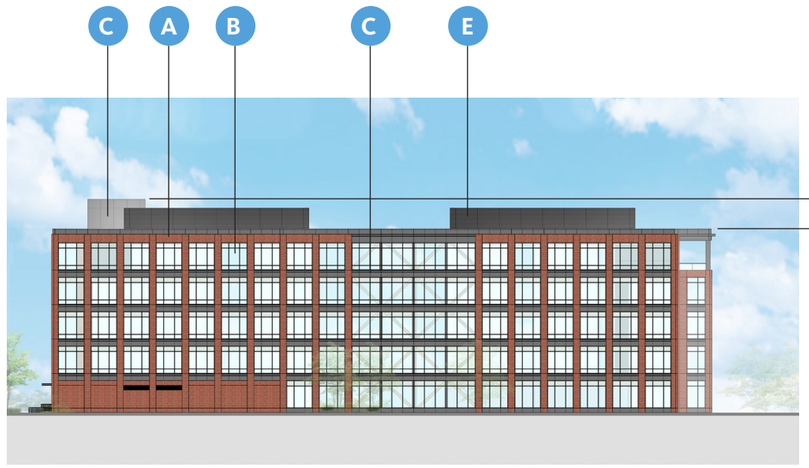
WD01- WOOD FINISH (CANOPY AND TERRACE SOFFITS)



NORTH ELEVATION



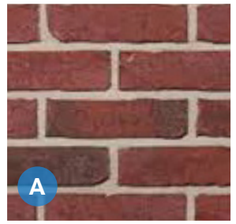
SOUTH ELEVATION



EAST ELEVATION



WEST ELEVATION



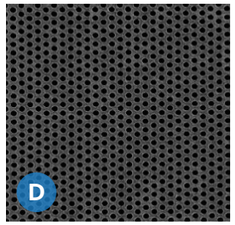
BR01- RED THIN BRICK



GL01- VISION GLASS



MP01- GRAY METAL MINIMUM 24 GAUGE



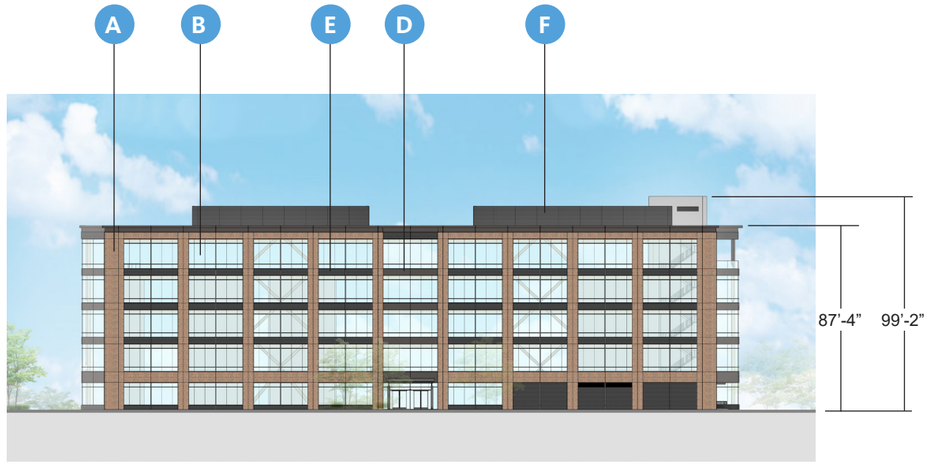
MP05- PERFORATED METAL MINIMUM 24 GAUGE



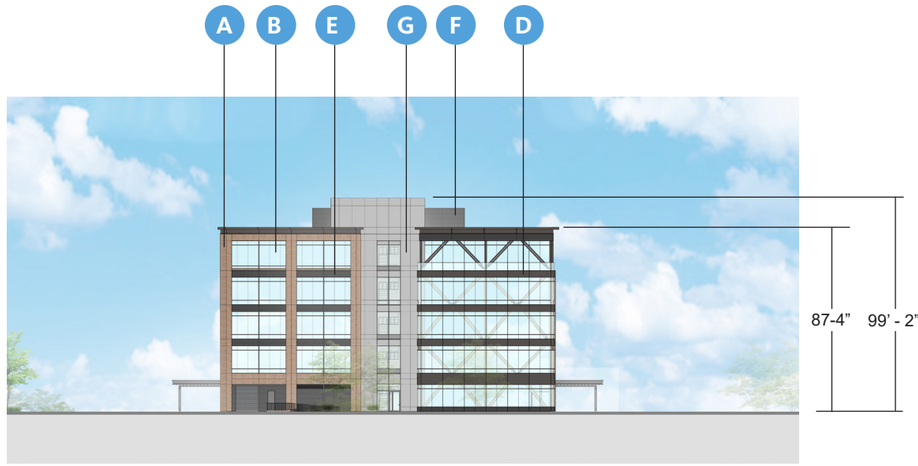
WD01- WOOD FINISH (CANOPY AND TERRACE SOFFITS)



NORTH ELEVATION



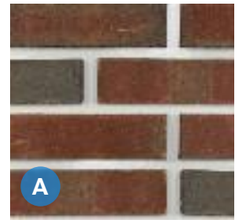
SOUTH ELEVATION



EAST ELEVATION



WEST ELEVATION



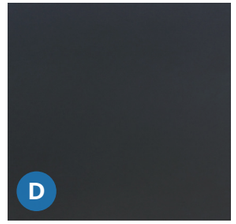
BR02- RED THIN BRICK



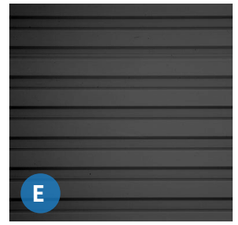
GL01- VISION GLASS



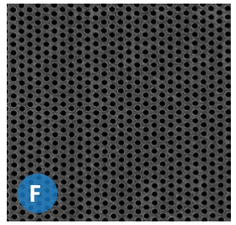
BR04- GRAY THIN BRICK



MP03- BLACK METAL MINIMUM 24 GAUGE



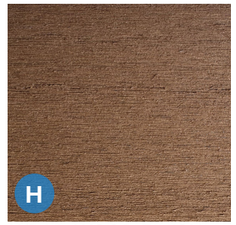
MP04- CORRUGATED METAL MINIMUM 24 GAUGE



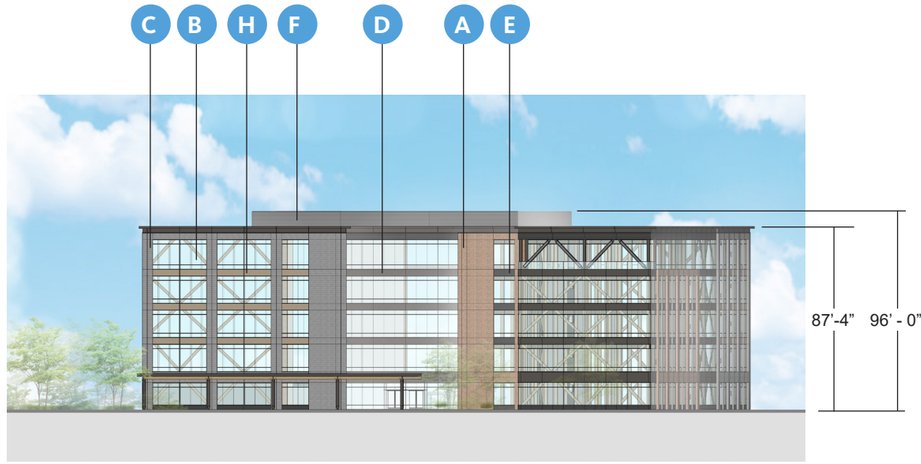
MP05- PERFORATED METAL MINIMUM 24 GAUGE



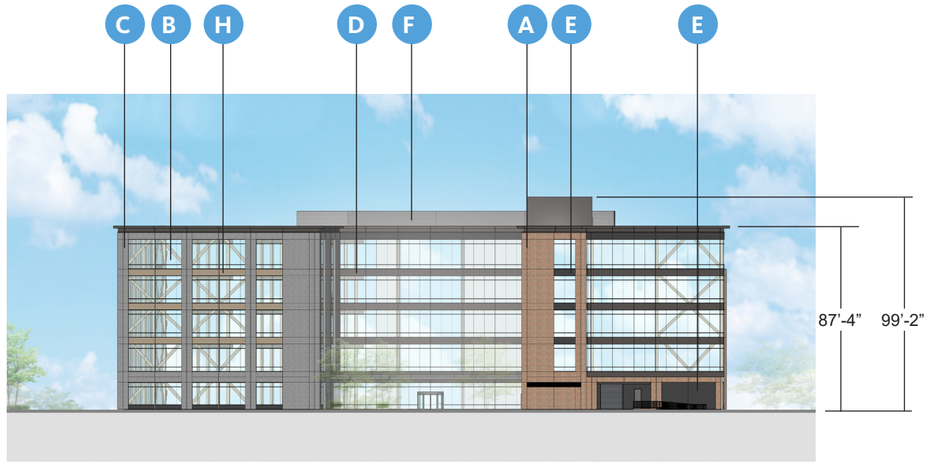
MP01- GRAY METAL MINIMUM 24 GAUGE



WD01- WOOD FINISH (CANOPY AND TERRACE SOFFITS)



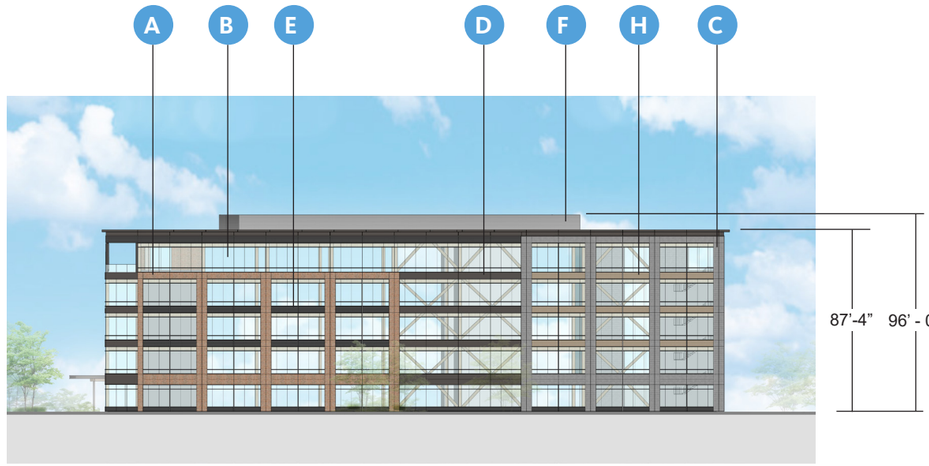
NORTH ELEVATION



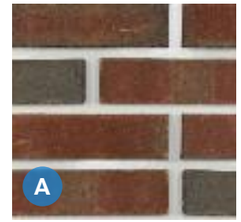
SOUTH ELEVATION



EAST ELEVATION



WEST ELEVATION



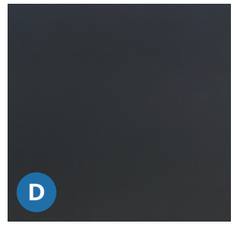
BR02- RED THIN BRICK



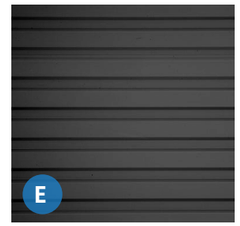
GL01- VISION GLASS



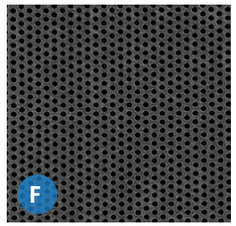
BR04- GRAY THIN BRICK



MP03- BLACK METAL MINIMUM 24 GAUGE



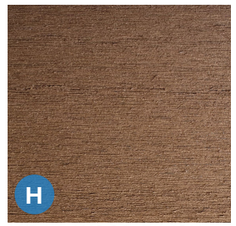
MP04- CORRUGATED METAL MINIMUM 24 GAUGE



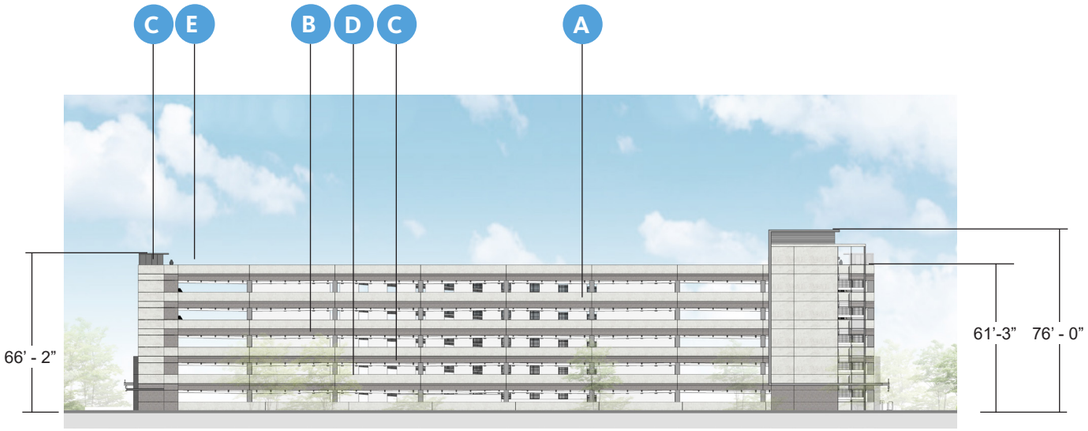
MP05- PERFORATED METAL MINIMUM 24 GAUGE



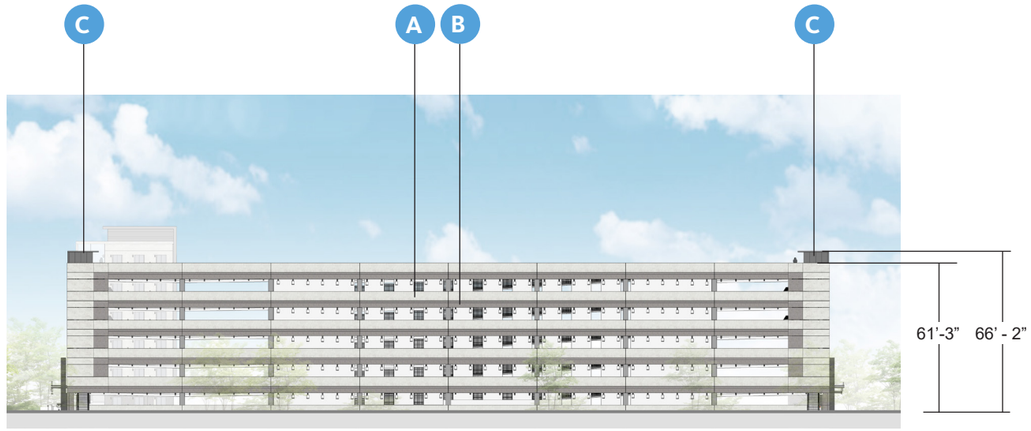
MP01- GRAY METAL MINIMUM 24 GAUGE



WD01- WOOD FINISH (CANOPY AND TERRACE SOFFITS)



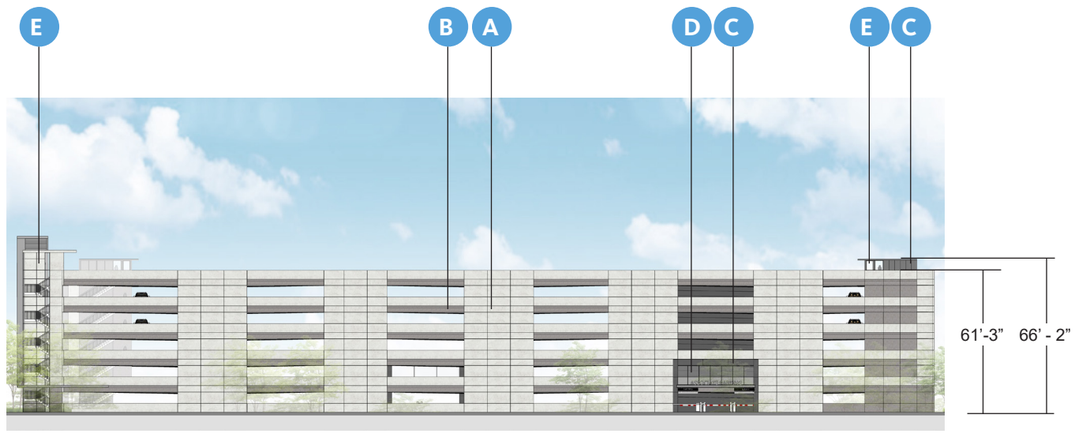
NORTH ELEVATION



SOUTH ELEVATION



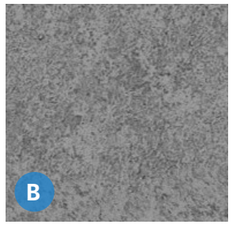
EAST ELEVATION



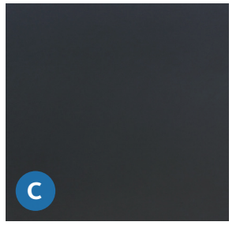
WEST ELEVATION



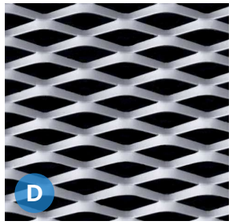
PC01- PRECAST LIGHT



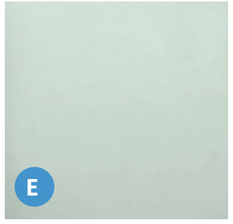
PC02- PRECAST DARK



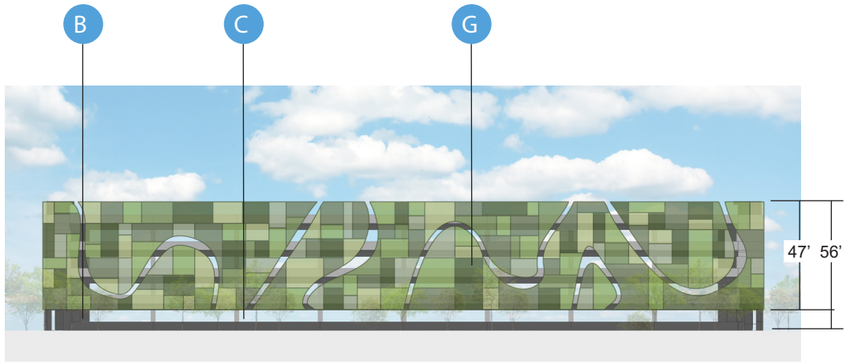
MP03- BLACK METAL MINIMUM 24 GAUGE



MP06 - EXPANDED METAL MINIMUM 24 GAUGE



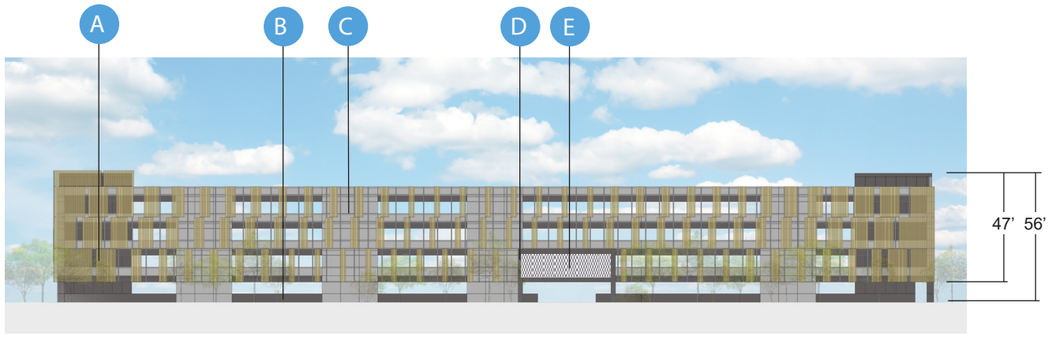
GL01- VISION GLASS



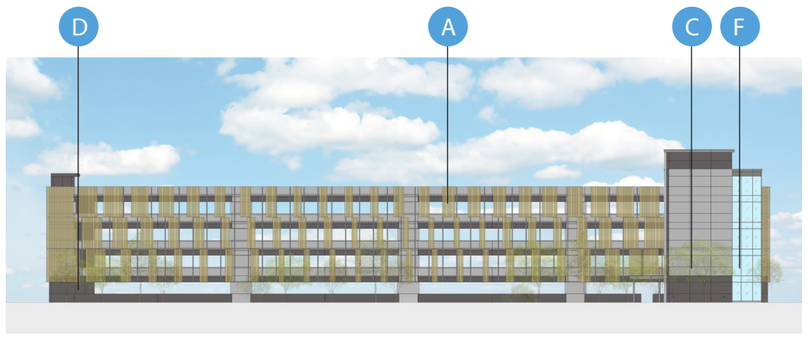
SOUTH ELEVATION



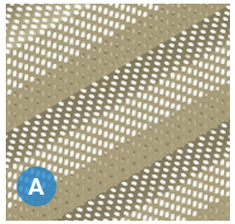
WEST ELEVATION



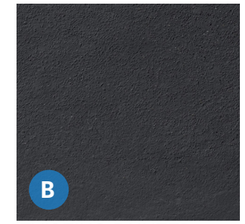
EAST ELEVATION



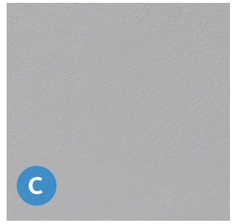
NORTH ELEVATION



PERFORATED METAL PANELS - GRAY MINIMUM 24 GAUGE



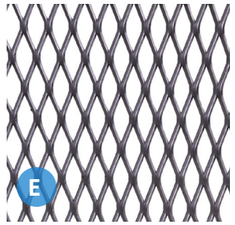
EXISTING PAINTED PRECAST CONCRETE



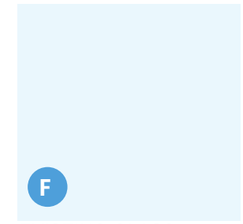
EXISTING PAINTED PRECAST CONCRETE



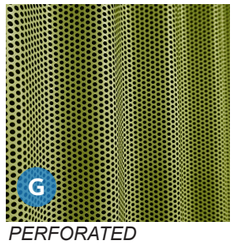
EXISTING MCM PANEL MINIMUM 24 GAUGE



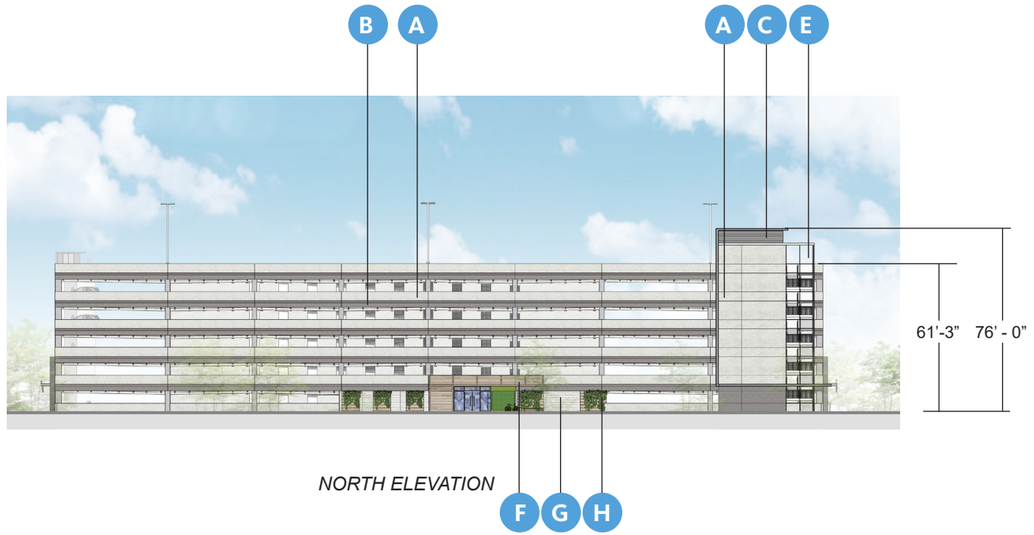
EXISTING EXPANDED METAL MESH MINIMUM 24 GAUGE



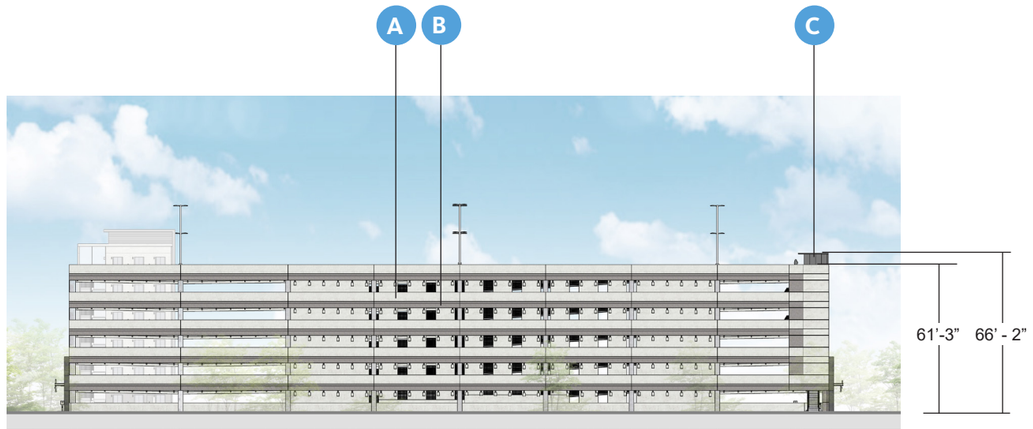
EXISTING GLASS



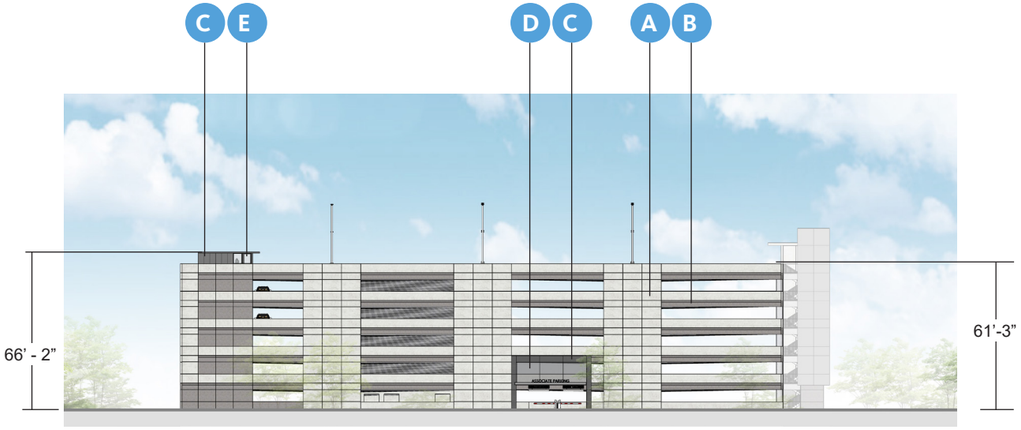
PERFORATED ALUMINUM PANEL - GREEN MINIMUM 24 GAUGE



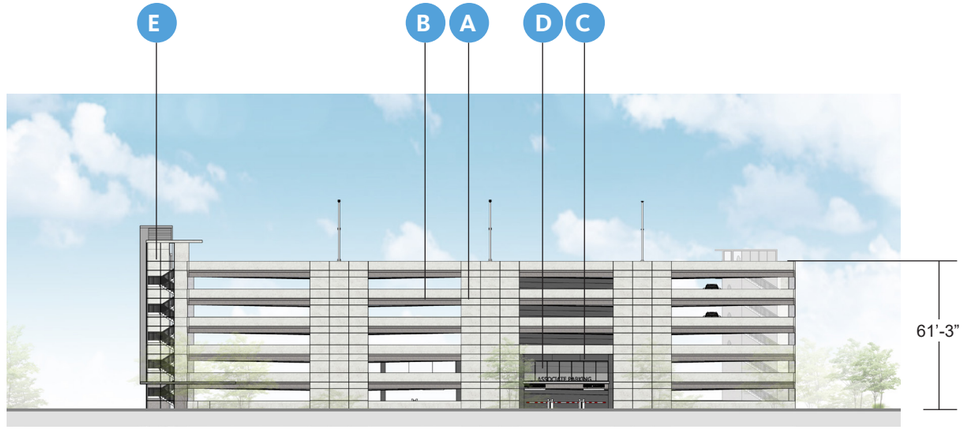
NORTH ELEVATION



SOUTH ELEVATION



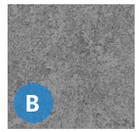
EAST ELEVATION



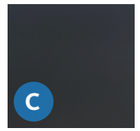
WEST ELEVATION



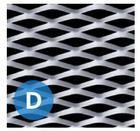
PC01- PRECAST LIGHT



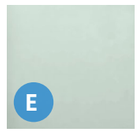
PC02- PRECAST DARK



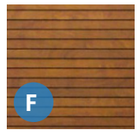
MP03- BLACK METAL
MINIMUM 24 GAUGE



MP06 - EXPANDED METAL
MINIMUM 24 GAUGE



GL01- VISION GLASS



WD01 - WOOD VENEER

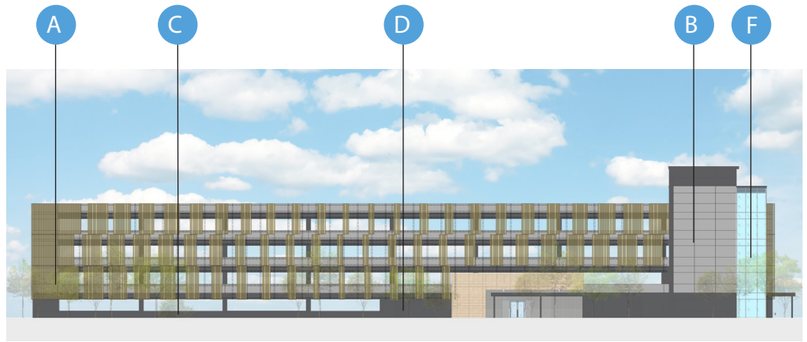


BR01 - BRICK VENEER

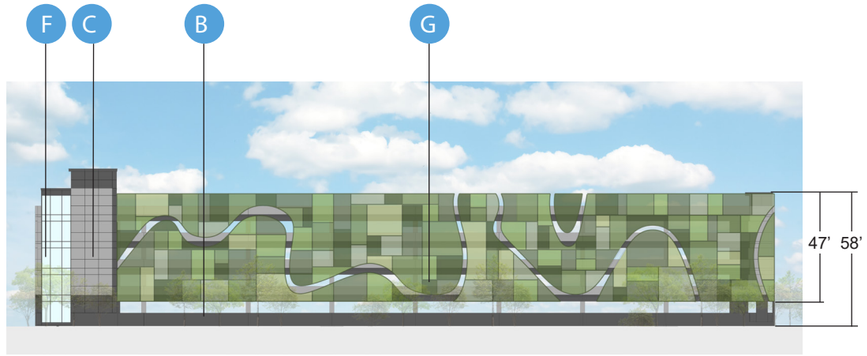


WC01 - GREEN WALL

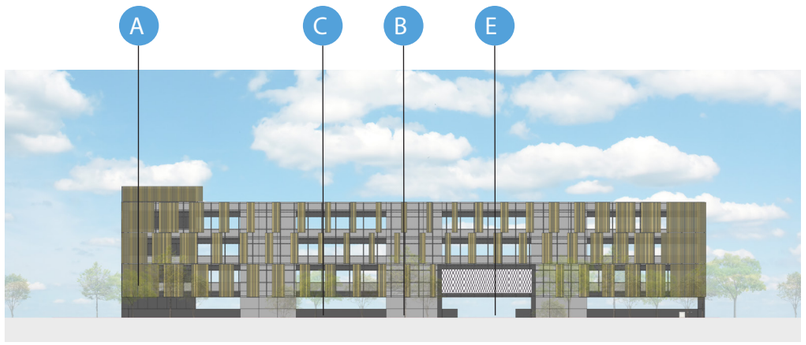
WC01 - GREEN WALL



NORTH ELEVATION



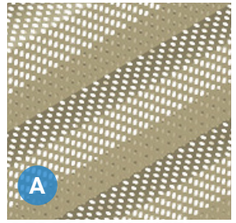
SOUTH ELEVATION



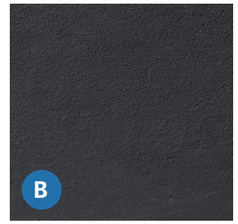
EAST ELEVATION



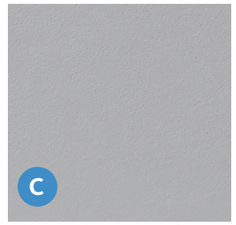
WEST ELEVATION



PERFORATED METAL PANELS - GRAY MINIMUM 24 GAUGE



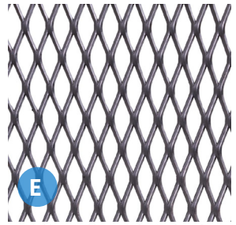
EXISTING PAINTED PRECAST CONCRETE



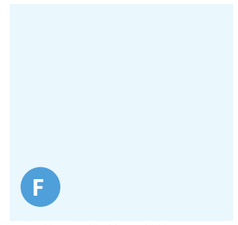
EXISTING PAINTED PRECAST CONCRETE



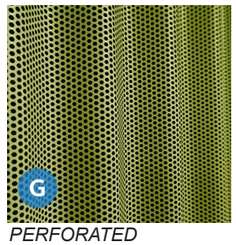
EXISTING MCM PANEL MINIMUM 24 GAUGE



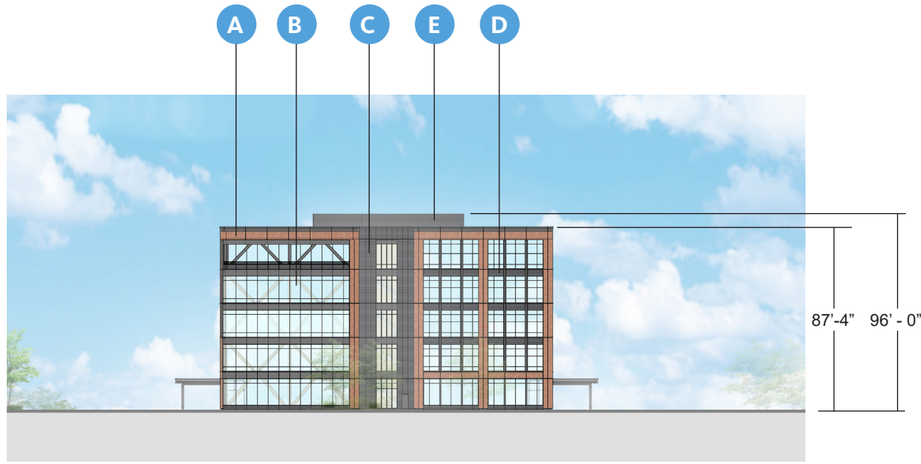
EXISTING EXPANDED METAL MESH MINIMUM 24 GAUGE



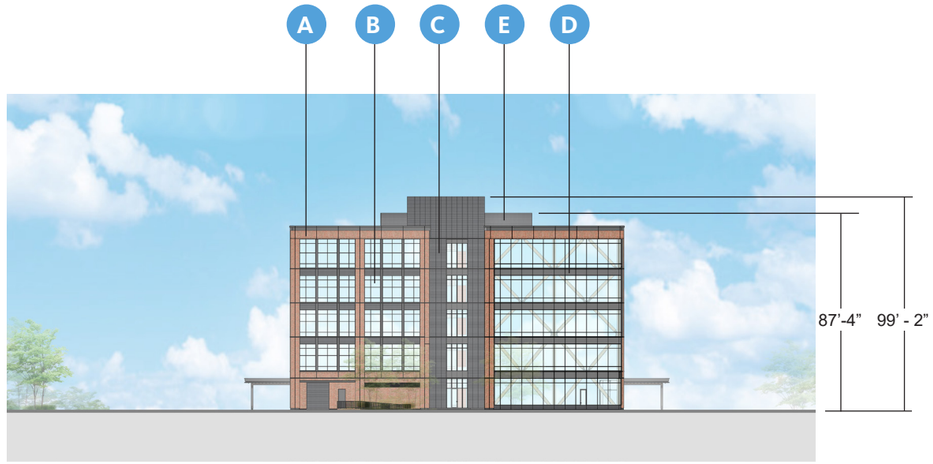
EXISTING GLASS



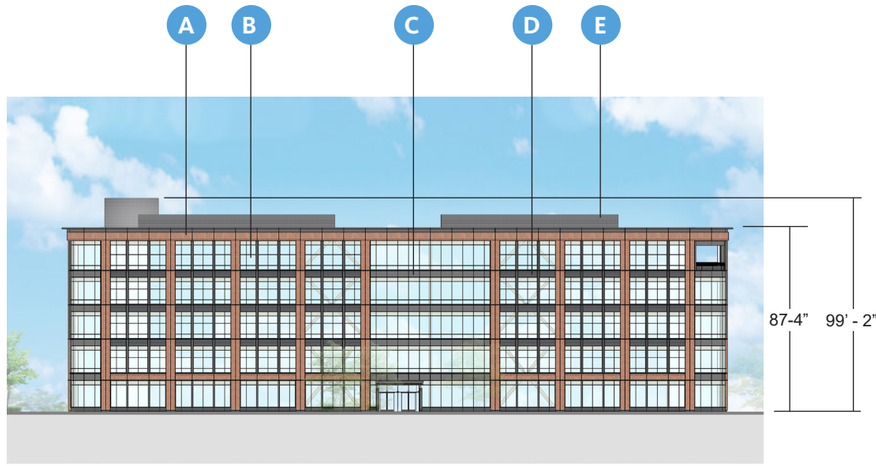
PERFORATED ALUMINUM PANEL - GREEN MINIMUM 24 GAUGE



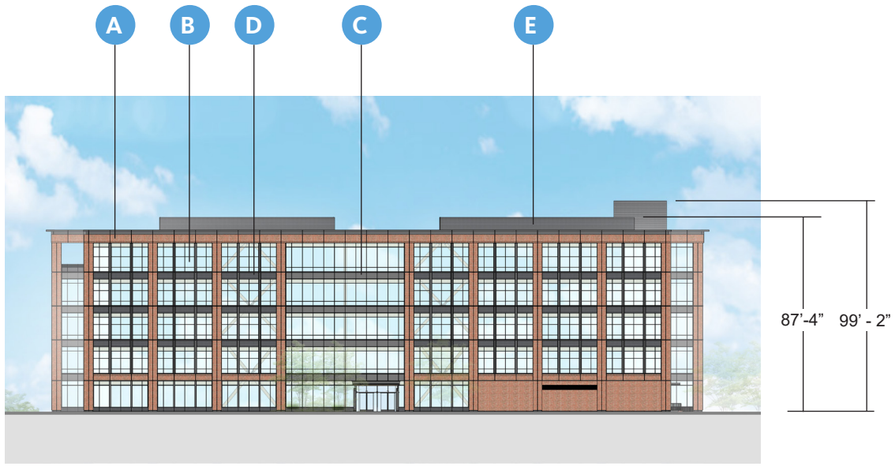
NORTH ELEVATION



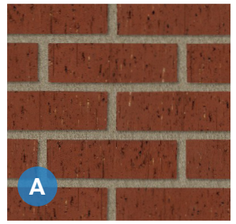
SOUTH ELEVATION



EAST ELEVATION



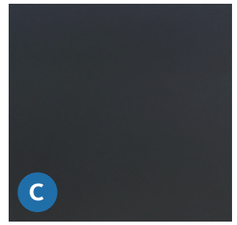
WEST ELEVATION



BR01- RED THIN BRICK



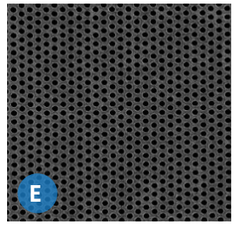
GL01- VISION GLASS



MP03- BLACK METAL MINIMUM 24 GAUGE



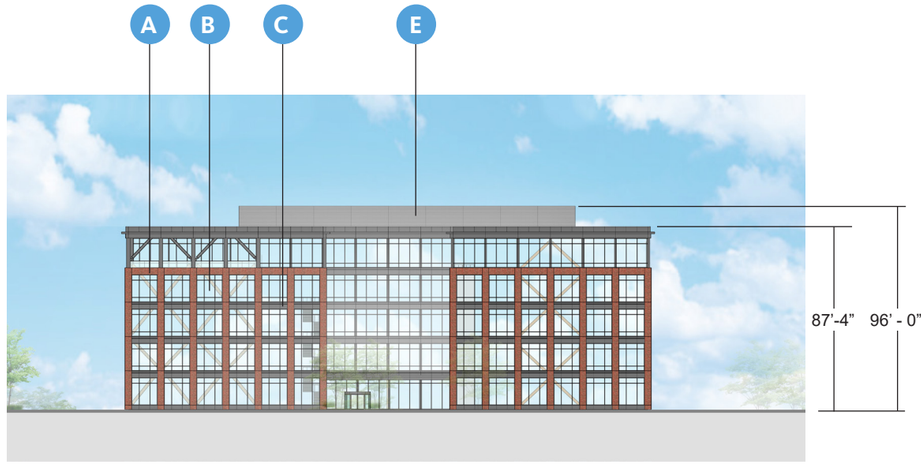
MP04- CORRUGATED METAL MINIMUM 24 GAUGE



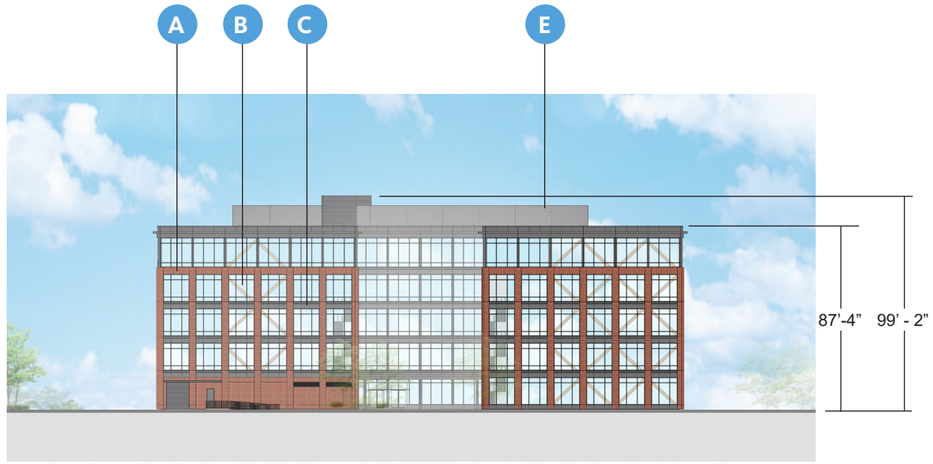
MP05- PERFORATED METAL MINIMUM 24 GAUGE



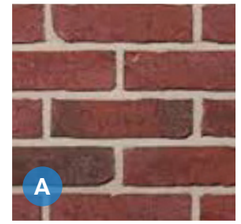
WD01- WOOD FINISH (CANOPY AND TERRACE SOFFITS)



NORTH ELEVATION



SOUTH ELEVATION



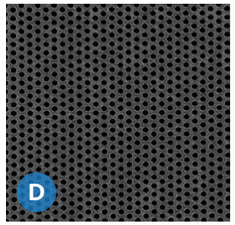
BR01- RED THIN BRICK



GL01- VISION GLASS



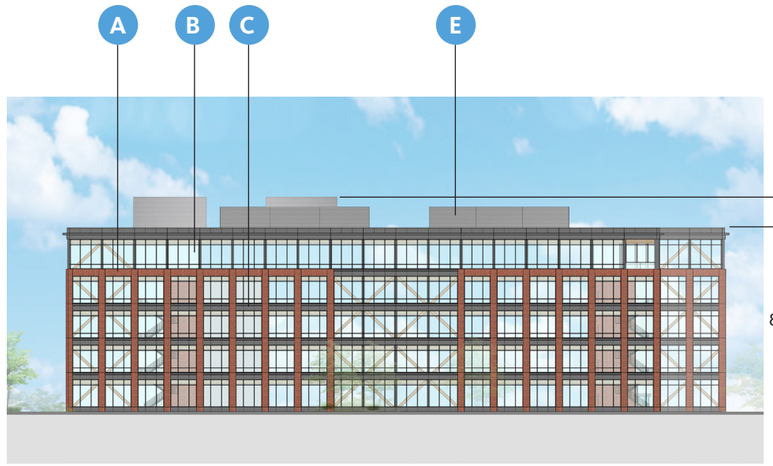
MP01- GRAY METAL MINIMUM 24 GAUGE



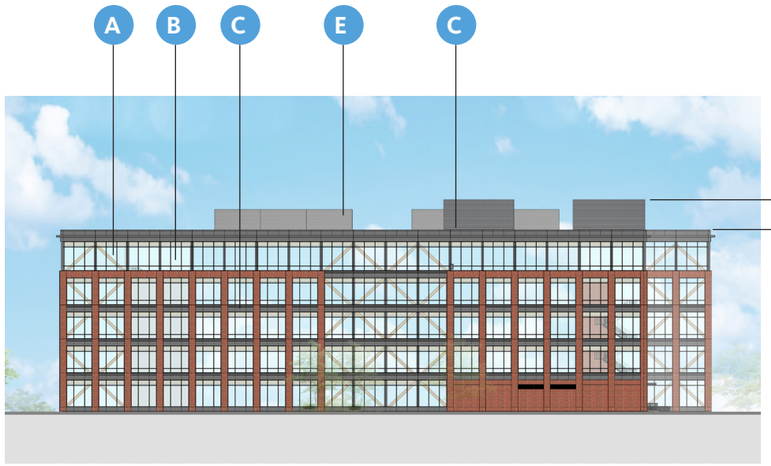
MP05- PERFORATED METAL MINIMUM 24 GAUGE



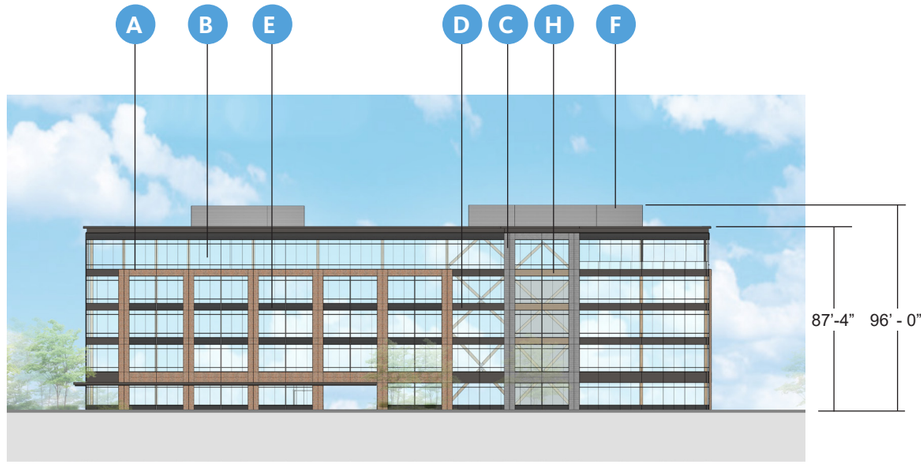
WD01- WOOD FINISH (CANOPY AND TERRACE SOFFITS)



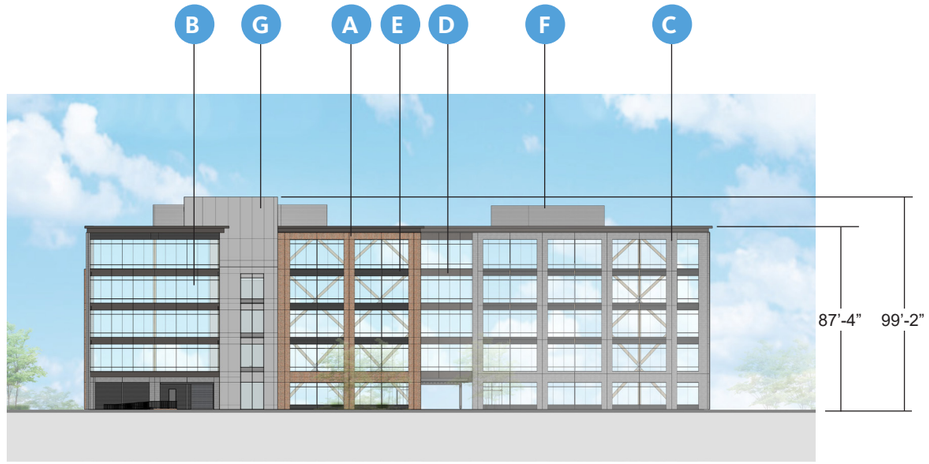
EAST ELEVATION



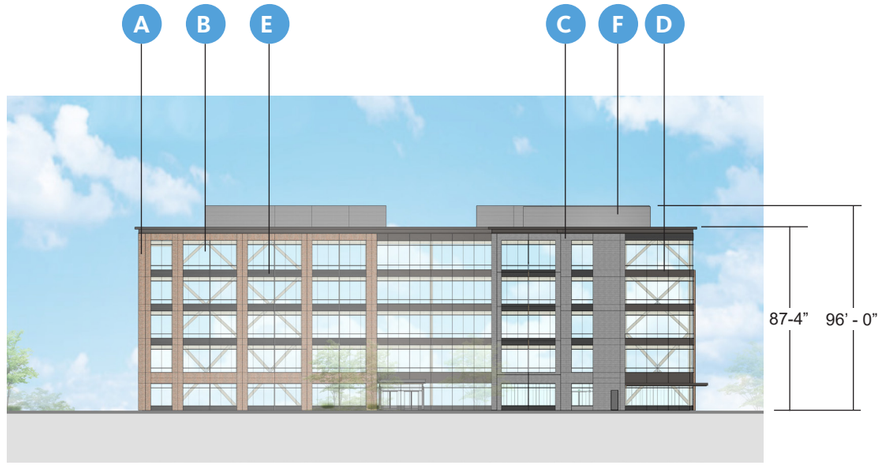
WEST ELEVATION



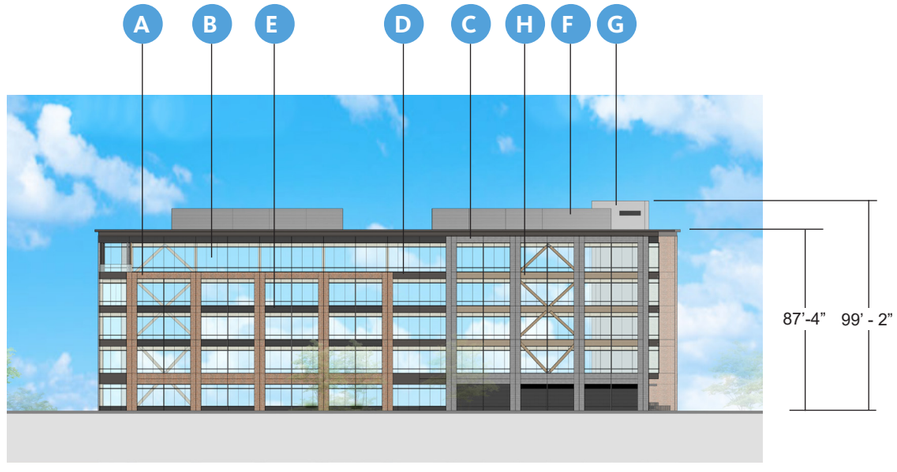
NORTH ELEVATION



SOUTH ELEVATION



EAST ELEVATION



WEST ELEVATION



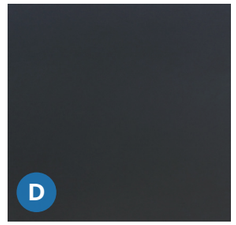
BR02- RED THIN BRICK



GL01- VISION GLASS



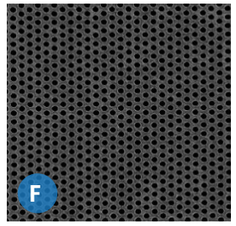
BR04- GRAY THIN BRICK



MP03- BLACK METAL MINIMUM 24 GAUGE



MP04- CORRUGATED METAL MINIMUM 24 GAUGE



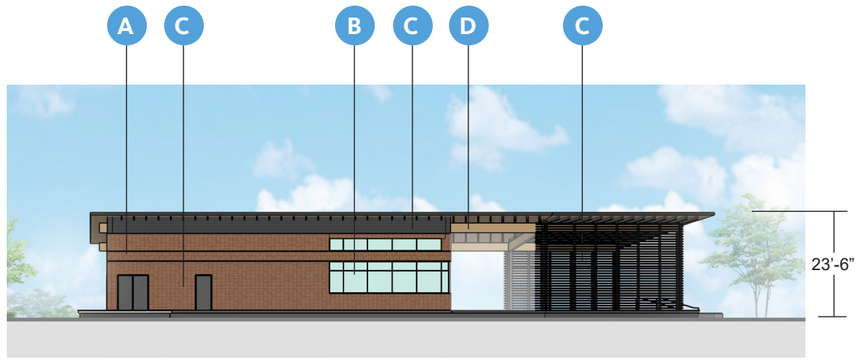
MP05- PERFORATED METAL MINIMUM 24 GAUGE



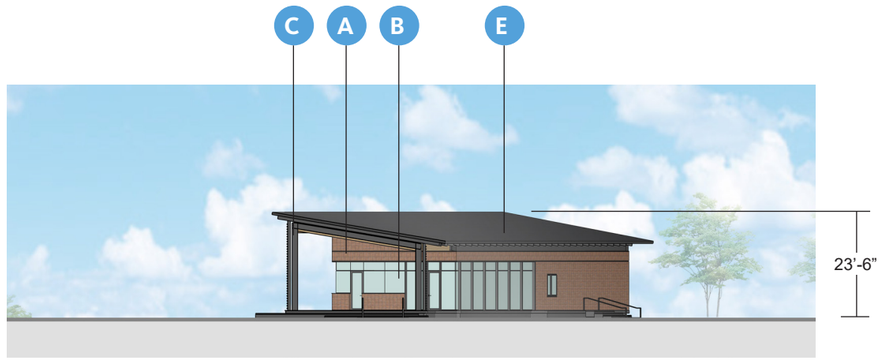
MP01- GRAY METAL MINIMUM 24 GAUGE



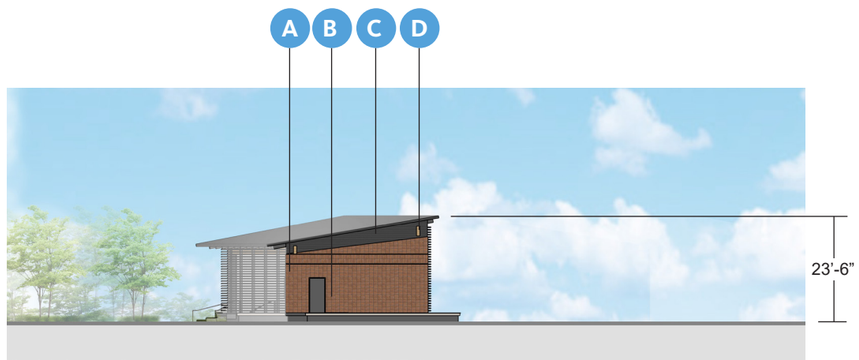
WD01- WOOD FINISH (CANOPY AND TERRACE SOFFITS)



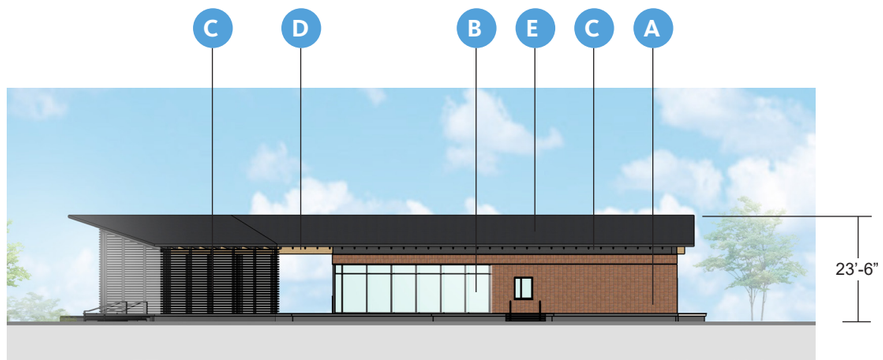
NORTHEAST ELEVATION



NORTHWEST ELEVATION



SOUTH ELEVATION



SOUTHWEST ELEVATION



BR02- RED THIN BRICK



GL01- VISION GLASS



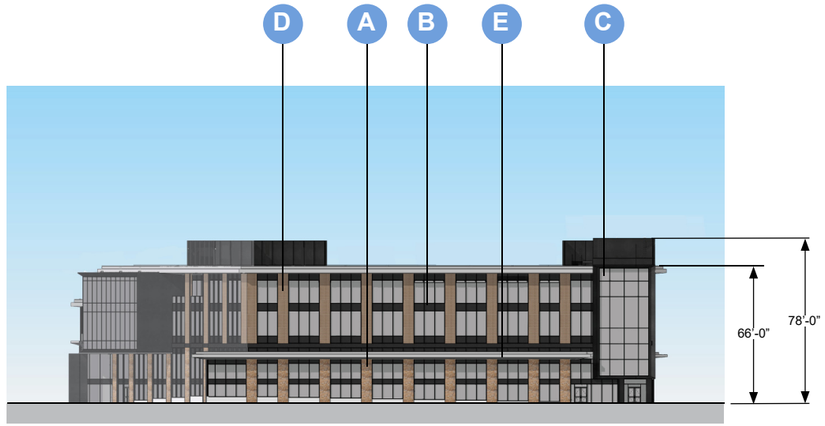
MP01- GRAY METAL
MINIMUM 24 GAUGE



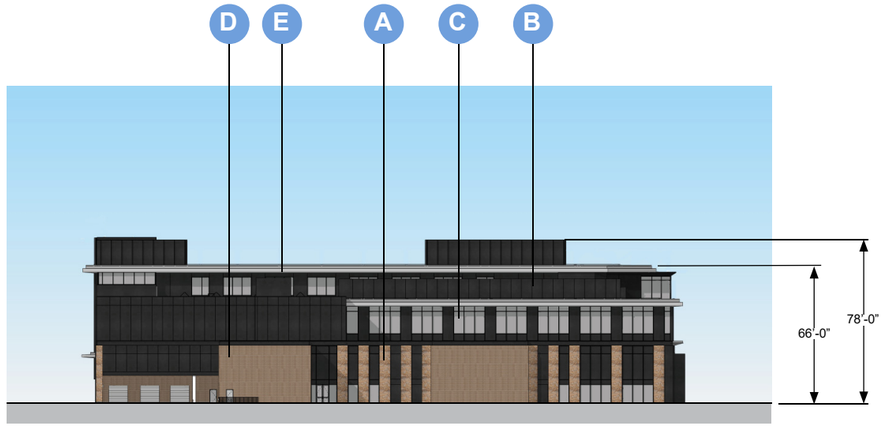
WD01- WOOD FINISH
(CANOPY SOFFITS)



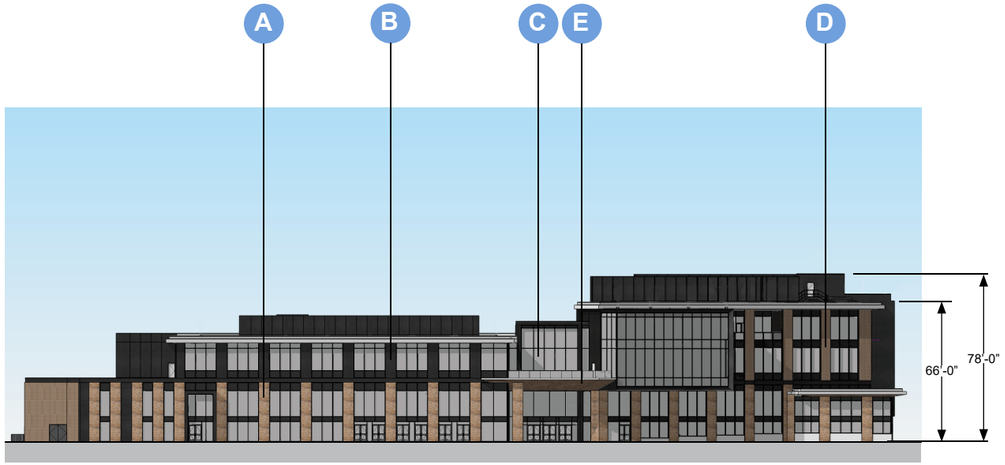
RF01- STANDING SEAM
METAL ROOF
MINIMUM 24 GAUGE



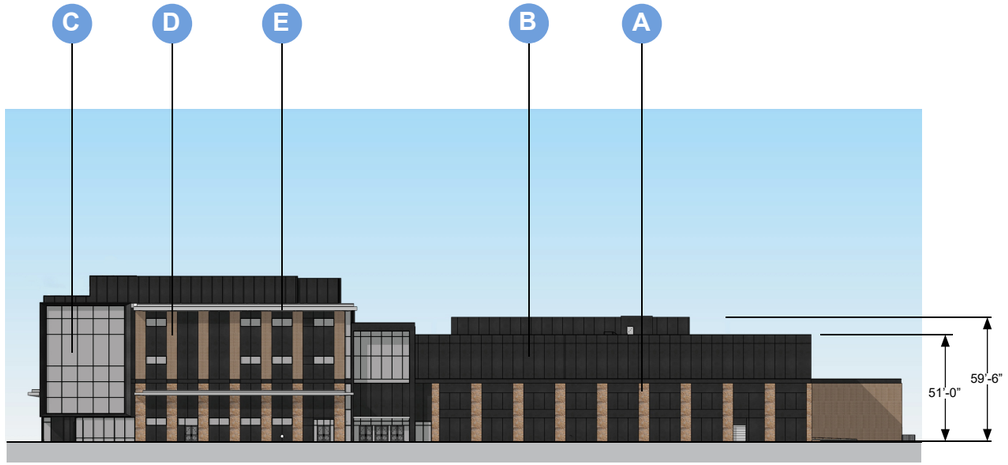
NORTH ELEVATION



SOUTH ELEVATION



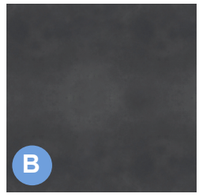
EAST ELEVATION



WEST ELEVATION



ST9 STONE VENEER



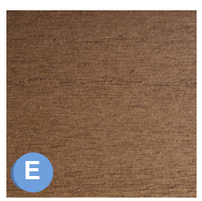
MP9 ANODIZED ALUMINUM PANEL, MIN. 24 GAUGE



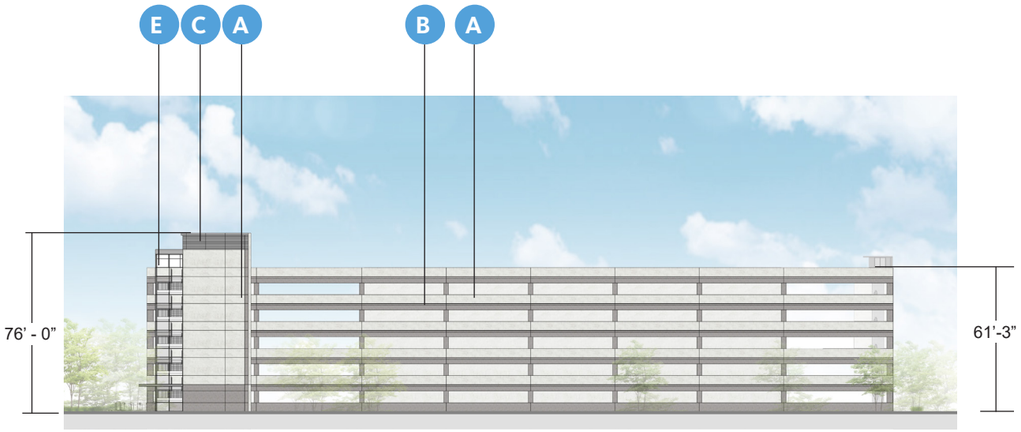
GL9 VISION GLASS



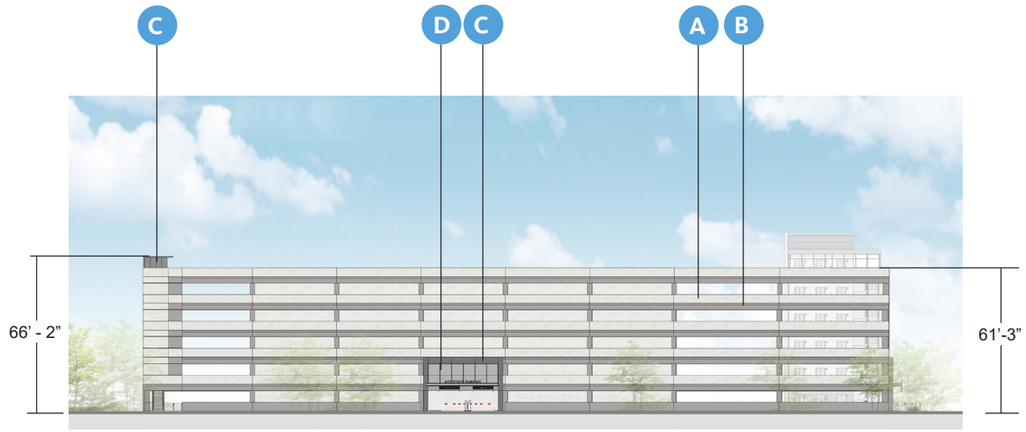
BR9 MODULAR BRICK VENEER



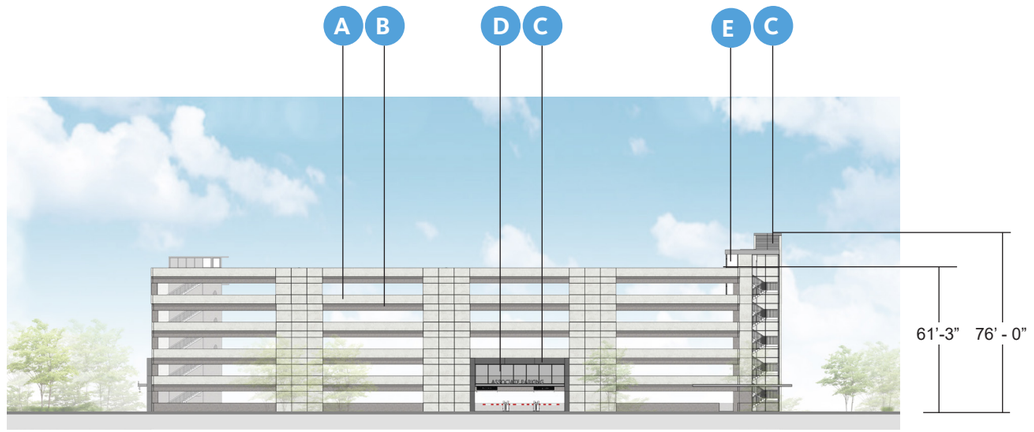
WD9 WOOD FINISH ALUMINUM SOFFIT



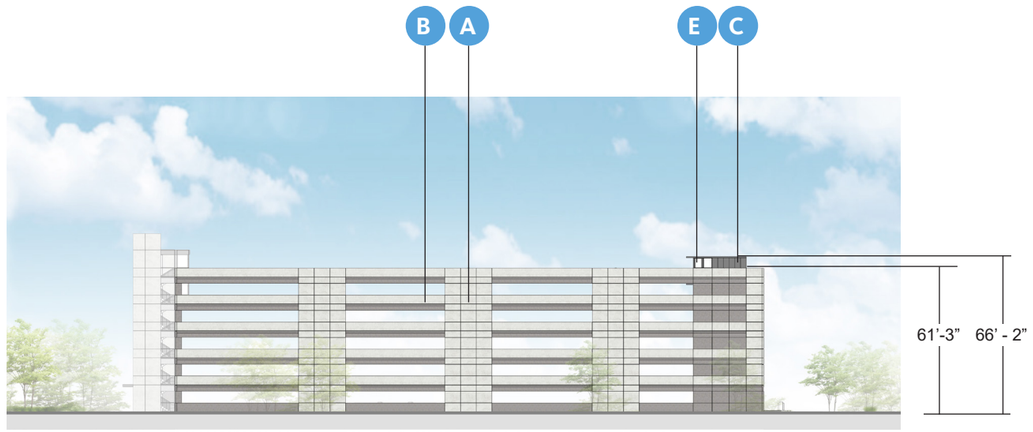
NORTH ELEVATION



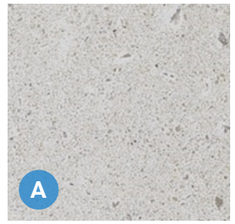
SOUTH ELEVATION



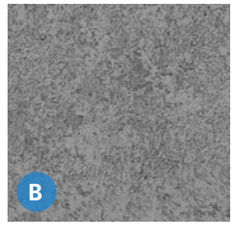
EAST ELEVATION



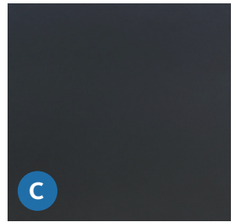
WEST ELEVATION



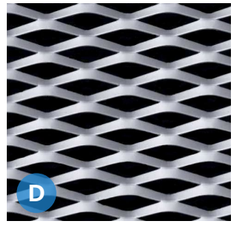
PC01- PRECAST LIGHT



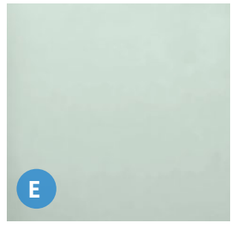
PC02- PRECAST DARK



MP03- BLACK METAL
MINIMUM 24 GAUGE



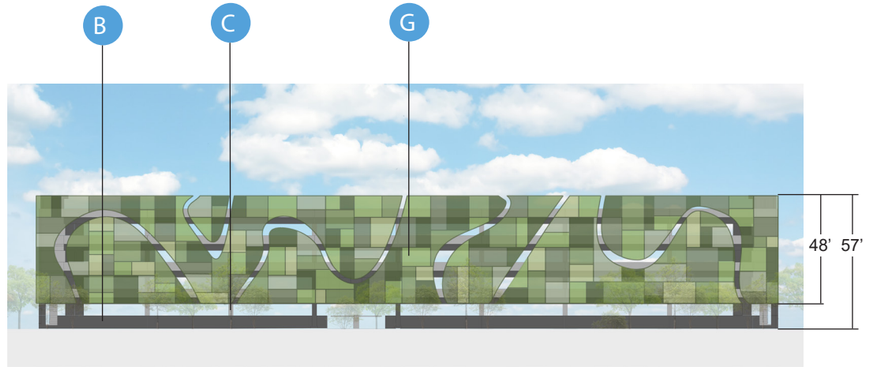
MP06 - EXPANDED METAL
MINIMUM 24 GAUGE



GL01- VISION GLASS



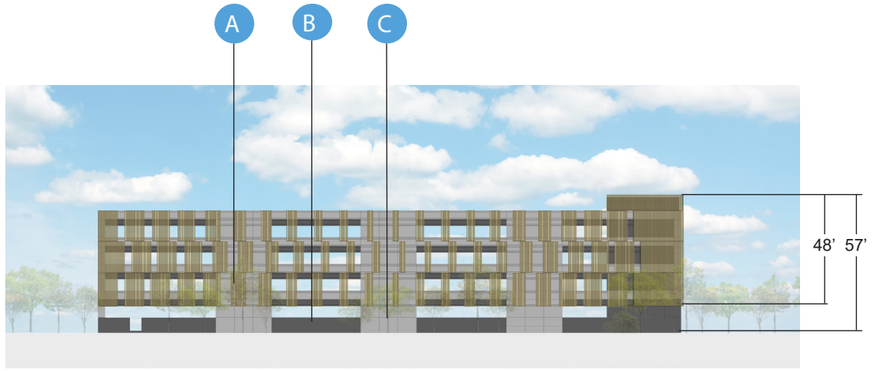
NORTH ELEVATION



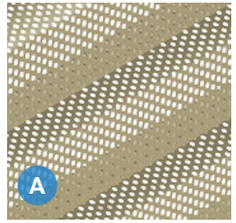
SOUTH ELEVATION



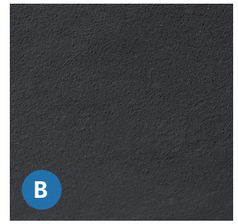
EAST ELEVATION



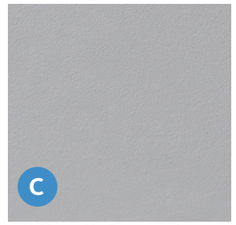
WEST ELEVATION



PERFORATED METAL PANELS - GRAY MINIMUM 24 GAUGE



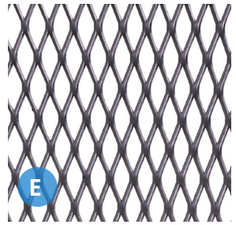
EXISTING PAINTED PRECAST CONCRETE



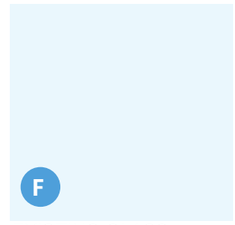
EXISTING PAINTED PRECAST CONCRETE



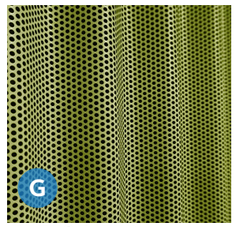
EXISTING MCM PANEL MINIMUM 24 GAUGE



EXISTING EXPANDED METAL MESH MINIMUM 24 GAUGE



EXISTING GLASS



PERFORATED ALUMINUM PANEL - GREEN MINIMUM 24 GAUGE

PARKING GARAGE | PD08



NORTH ELEVATION



SOUTH ELEVATION

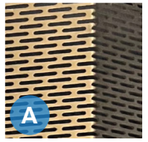


EAST ELEVATION



WEST ELEVATION

*ALL METAL PANEL MINIMUM 24 GAUGE



MP02 - PERFORATED CUSTOM PANEL



BR02 - IRONSPOT VELOUR



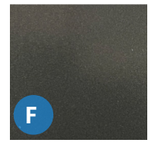
GL01- STARPHIRE GLASS



MF01 - MESH FABRIC - SERGE FERRARI



MP04 - GARAPA WOOD



MP05 - METAL GRAPHITE GREY



BR03 - RUBY RED VELOUR



MP06 - METAL STEEL HORIZON



PC01 - PRECAST LIGHT



PC02 - PRECAST DARK



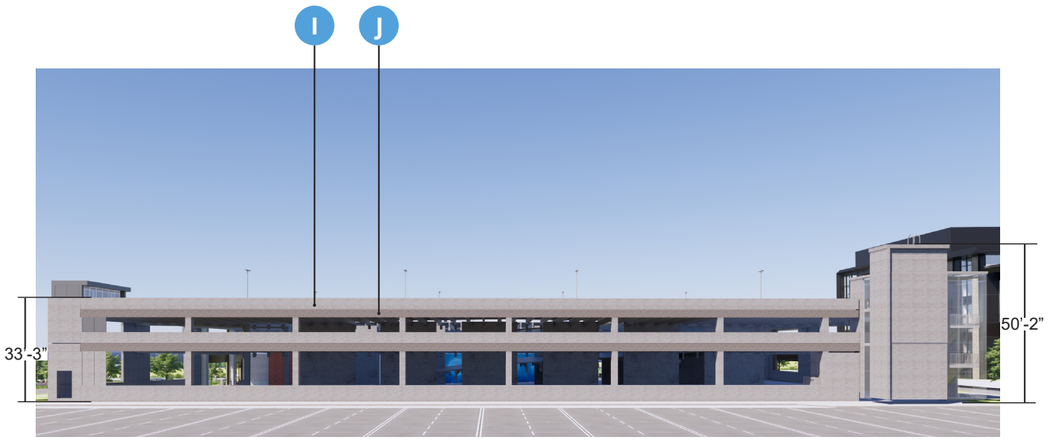
MP01- METAL MORIN PANEL

PARKING GARAGE | PD09

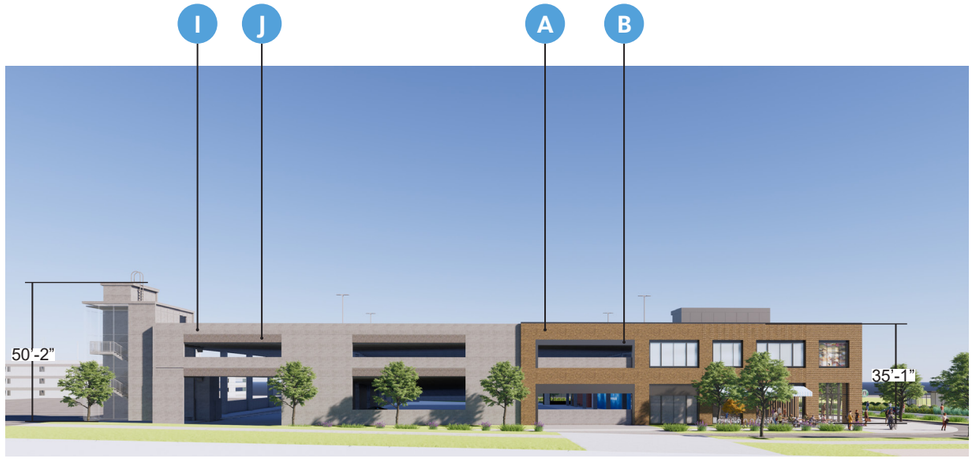
*NOTE: Canopies encroach up to 5' into ROW



NORTH ELEVATION



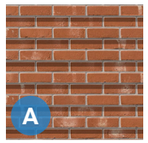
SOUTH ELEVATION



EAST ELEVATION



WEST ELEVATION



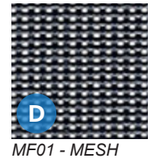
BR01 - CORBELLED BRICK



MP01 - CHARCOAL – METAL PANEL MINIMUM 24 GAUGE



MP02 - BRONZE ALUMINUM PANEL MINIMUM 24 GAUGE



MF01 - MESH FABRIC - SERGE FERRARI



MP03 - DARK METAL PANEL MINIMUM 24 GAUGE



ST01 - LIMESTONE CALCIUM SILICATE



BR01 - BRICK CHARTER WHITE



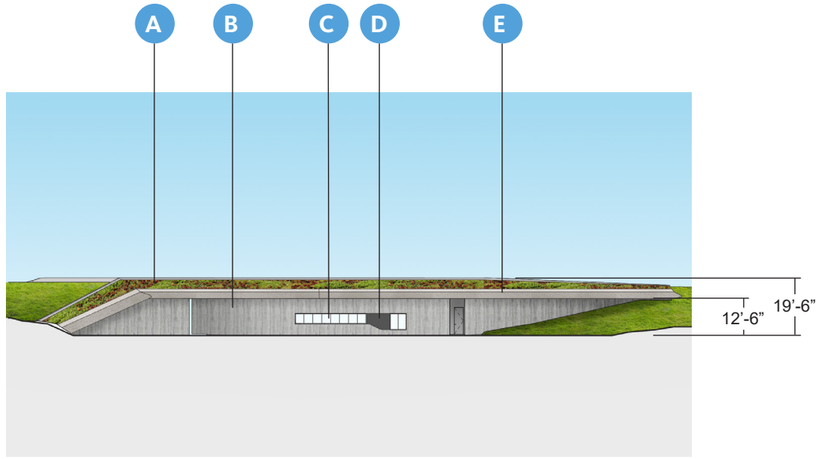
MP04 - DARK BRONZE ALUMINUM MINIMUM 24 GAUGE



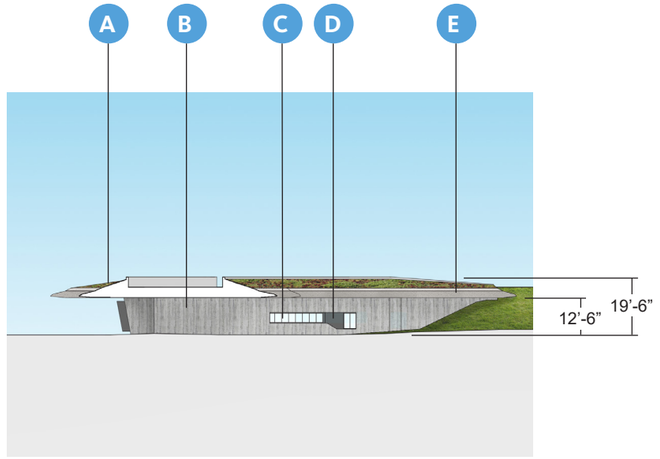
PC01 - PRECAST LIGHT



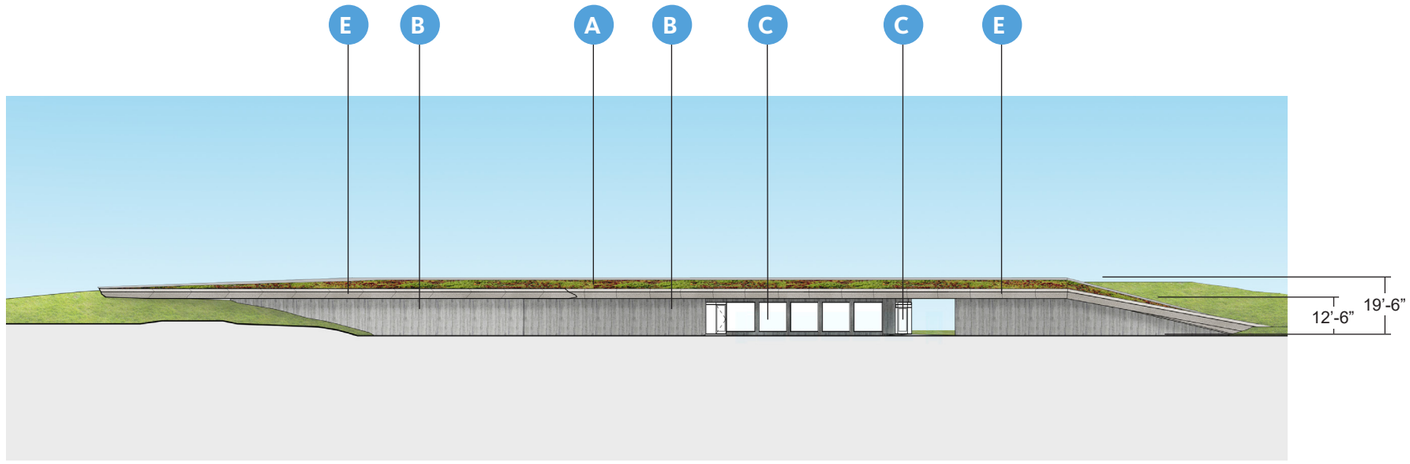
PC02 - PRECAST DARK



NORTH ELEVATION



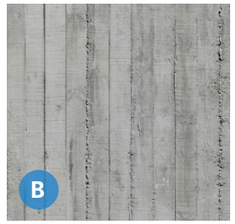
EAST ELEVATION



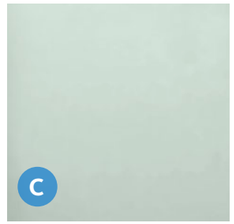
SOUTH ELEVATION



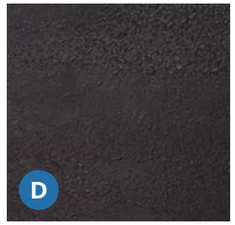
GREEN ROOF



BOARD FORMED CONCRETE



VISION GLASS



PAINTED STEEL PANEL MINIMUM 24 GAUGE



GLASS FIBER REINFORCED CONCRETE

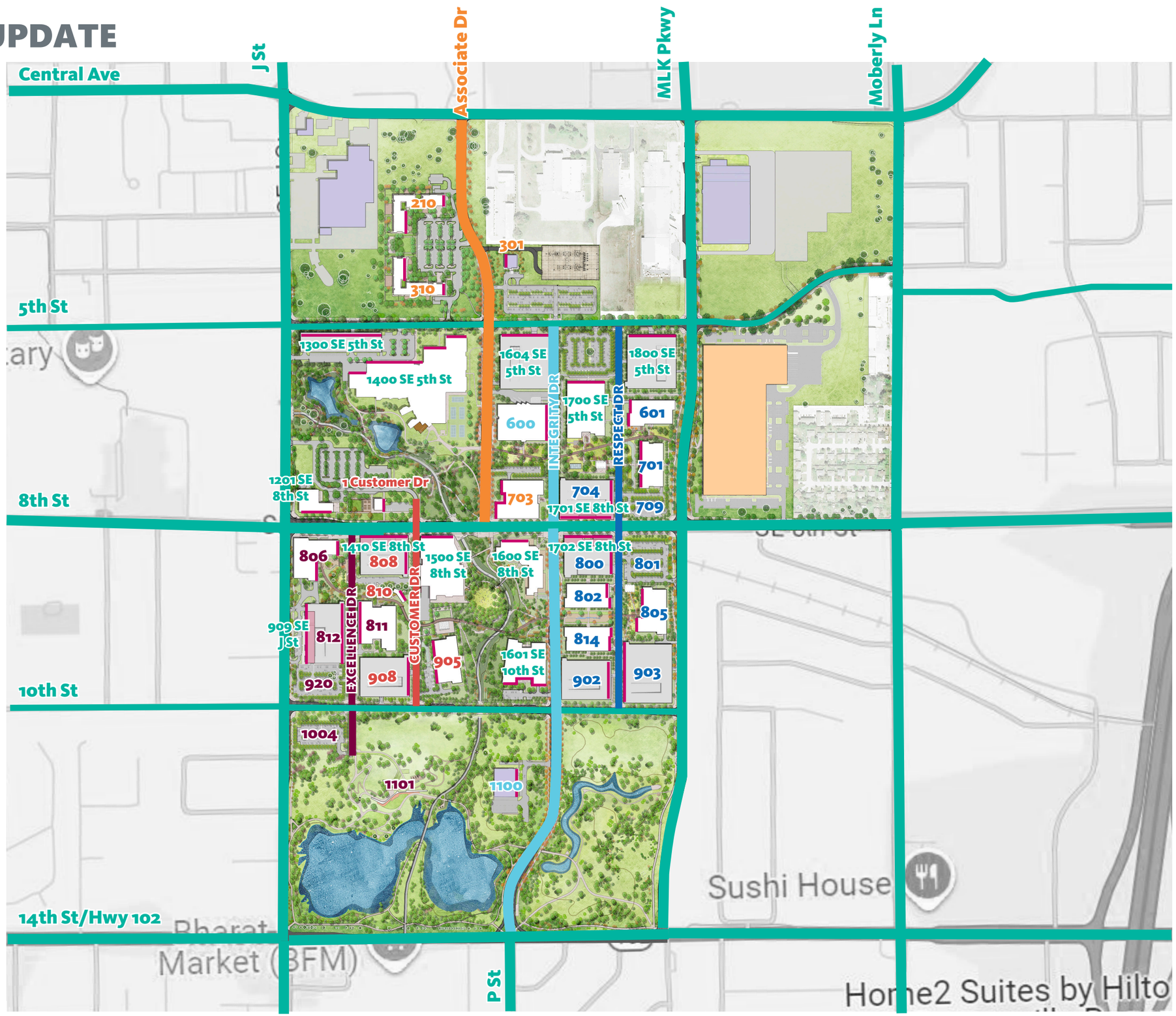
ADDRESSING REVISION UPDATE

ALL AFFECTED ADDRESSES

- Table shows all major (complete street rename or flip) and minor (prefix removal, suffix change) street and number revisions

LOCATION	ADDRESS	
Childcare	210	**Associate Dr**
Childcare	310	**Associate Dr**
Fitness	1400	SE 5th St
Hotel	1201	SE 8th St
Welcome	**1**	**Customer Dr**
8th & Plate	1600	SE 8th St
Auditorium	1500	SE 8th St
K-Coffee Shop	810	**Customer Dr**
M-Coffee Shop	1101	**Excellence Dr**
NCUP	301	**Associate Dr**
SCUP	1100	**Integrity Dr**
PD01	1800	SE 5th St
PD02	**704**	**Respect Dr**
PD02 Retail	**1701**	**SE 8th St**
PD03	1604	SE 5th St
PD04	**800**	**Respect Dr**
PD04 Retail	**1702**	**SE 8th St**
PD05	903	**Respect Dr**
PD06	902	**Respect Dr**
PD07	908	**Customer Dr**
PD08	**812**	**Excellence Dr**
PD08 Retail	**909**	**SE J St**
PD09	**808**	**Customer Dr**
PD09 Retail	**1410**	**SE 8th St**
PD12	1300	SE 5th St
SL02	709	**Respect Dr**
SL03	801	**Respect Dr**
SL06	1004	**Excellence Dr**
SL07	920	**Excellence Dr**
OF01	601	**Respect Dr**
OF02	1700	SE 5th St
OF03	**703**	**Associate Dr**
OF04	600	**Integrity Dr**
OF05	802	**Respect Dr**
OF06	805	**Respect Dr**
OF07	814	**Respect Dr**
OF08	1601	SE 10th St
OF09	905	**Customer Dr**
OF10	811	**Excellence Dr**
OF11	**806**	**Excellence Dr**
OF12	701	**Respect Dr**

All Revisions from Existing



NOTICE OF INTENT TO REZONE

Wal-Mart Stores, Inc., Benchmark Realty Advisors, Inc., and North Arkansas Wholesale Co., Inc. have requested the Bentonville Planning Commission to set a public hearing date to consider the PUD-19th Revision for the new home office campus to include, among other things, the following:

1. **Written Narrative:** Correction of typographical error referencing Sec. 1000 of the Land Use Code and revision to setbacks for certain fences or walls. The correct reference should be Sec. 1100.06 Fence and Wall Requirements (Page 4 to correct typo): A fence or wall may be placed with a min 0' setback in lieu of 5' from ROW. This request is aligned with City approved 0' building setback indicated on Page 21.
2. **LSD Z3 Phase 4** (Page 14): Surface Parking SL04 (355 spaces) This surface parking lot is reinstated. This lot was previously approved in the original PUD approval but removed from the PUD in Revision 5 in 2023.
3. **LSD Z4 Phase 3** (Page 15): Surface Parking SL05 (331 spaces). This surface parking lot is reinstated. This lot was previously approved in the original PUD approval but removed from the PUD in Revision 5 in 2023.
4. **Parking Count update** (Page 20): SL04 & SL05 spaces added. Gate arms are added on level 2 of PD02 (6 spaces lost), PD04 (2 spaces lost), and PD08 (3 spaces lost). Gate arms were added to PD02, PD04 and PD08 at level 2. No gate arm at PD09. Ground floor & adjacent surface parking remain ungated and available for retail.
    a. PD02 Retail Parking: PD02 Level 1 (125 spaces) & SL02 (73 spaces) = total 198 spaces
    b. PD04 Retail Parking: PD04 Level 1 (94 spaces) & SL03 (181 spaces) = total 275 spaces
    c. PD08 Retail Parking: PD08 Level 1 (173 spaces) & SL07 (154 spaces) = total 327 spaces
    d. PD09 Retail Parking: PD09 all levels (571 spaces) & SL08 (25 spaces) = total 542 spaces
5. **Open Space Calculation** update (Page 30): total open space area is 35% above requirement.

SEE ATTACHED LEGALS

The common description of the property is: 1903 SE 10th Street and surrounding area

Proposed land use: Office campus and related uses

The public hearing will be held on June 17th, 2025, at 5:00 p.m. in the Bentonville City Council Chambers located at 305 SW 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 page 2 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, Extension 2.

I/We have received notice of the public hearing for the rezoning of the above described property and:
I/we have no objections to the rezoning.
I/we object to the rezoning because:

_____
_____
_____
_____
_____

[redacted]
Signature

Robert Hunt
Printed Name

1412 SE 14th St.
Physical Address

Bentonville, Ar. 72712

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORD 2024-149; AND FOR OTHER PURPOSES.

(PROJECT NUMBER: PUD20-0002)

WHEREAS, on October 27, 2020 City Council approved Ordinance 2020-207 creating PUD20-0002 for Wal-Mart Campus;

WHEREAS, PUD20-0002 was amended on April 13, 2021 with ORD2021-93;

WHEREAS, PUD20-0002 was amended on October 12, 2021 with ORD2021-210;

WHEREAS, PUD20-0002 was amended on May 24, 2022 with ORD2022-116;

WHEREAS, PUD20-0002 was amended on February 13, 2024 with ORD2024-28;

WHEREAS, PUD20-0002 was amended on June 11, 2024 with ORD2024-90;

WHEREAS, PUD20-0002 was amended on July 16, 2024 with ORD2024-108;

WHEREAS, PUD20-0002 was amended on October 8, 2024 with ORD2024-149;

WHEREAS, Wal-Mart stores has duly filed a petition to further amend PUD20-0002;

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 June 17, 2025 in the Council Chambers of the City of Bentonville;

WHEREAS, the amendments include updated elevations, parking, and open space changes to the PUD; 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 "Wal-Mart Campus PUD Revision 19".

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:

_____
Stephanie Orman, Mayor

ATTEST:

_____
Malorie Marrs, City Clerk

Traditional Neighborhood Amendment

PC Date: 6/17/2025
Reviewer: Shelli Kerr, AICP, Comprehensive Planning Mngr

Request

Approval of a resolution amending *Chapter 4 Land Use and Strategic Growth* to remove "Small scale apartments" from the Traditional Neighborhood place type description.

Background

On February 11, 2025, Bentonville City Council unanimously approved the new Future Land Use Map and amended Chapters 2 and 4 of the Community Plan. Each Place Type used on the Future Land Use Map are described in Chapter 4.

The Traditional Neighborhood place type was created specifically at the request of several downtown neighborhoods to help preserve the character of older and historic neighborhoods. The primary land uses intended for this place type are single family residential uses.

Issue

During the public meetings in April 2025 that initiated Phase 2 of Plan Bentonville, it was brought to the attention of staff and our consultants, DPZ CoDesign, that the description for Traditional Neighborhood in Chapter 4 included encouraging small-scale apartments. Staff and the consultants agreed that this is not the intent of the Traditional Neighborhood place type and should be removed from the description.

Proposed Change

Change the following in *Chapter 4 Land Use and Strategic Growth* of the Bentonville Community Plan:

- On page 53, on the Traditional Neighborhood illustration, remove the R-3 district and replace with DN-2.
- On page 59, delete the text "small-scaled apartment buildings."

RESOLUTION NO. _____

A RESOLUTION AMENDING THE DESCRIPTION OF THE TRADITIONAL NEIGHBORHOOD PLACE TYPE IN THE UPDATED COMMUNITY PLAN, CHAPTER 4, PURSUANT TO ARKANSAS CODE ANNOTATED §14-56-414; AND FOR OTHER PURPOSES

WHEREAS, the Future Land Use Map and Place Types were adopted with Resolution No. 2-11-25M on February 11, 2025;

WHEREAS, the description for the Traditional Neighborhood place type indicates small-scale building as an appropriate land use;

WHEREAS, the Traditional Neighborhood place type was not intended for small-scale apartment buildings; and

WHEREAS, the Future Land Use Map and Zoning Alignment Policy does not allow zoning districts that allow apartment complexes within the Traditional Neighborhood place type.

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

Section 1: That Chapter 4 of the Bentonville Community Plan be amended as shown in *Exhibit A: Traditional Neighborhood Amendment*, three copies of which are on file with the City Clerk and which is hereby adopted by reference as though it were copied herein fully;

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

Section 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; and

Section 4: That this Resolution shall be in full force and effect from and after the date of its passage.

PASSED and APPROVED this _____day of _____, 2025.

APPROVED:

_____
Stephanie Orman, Mayor

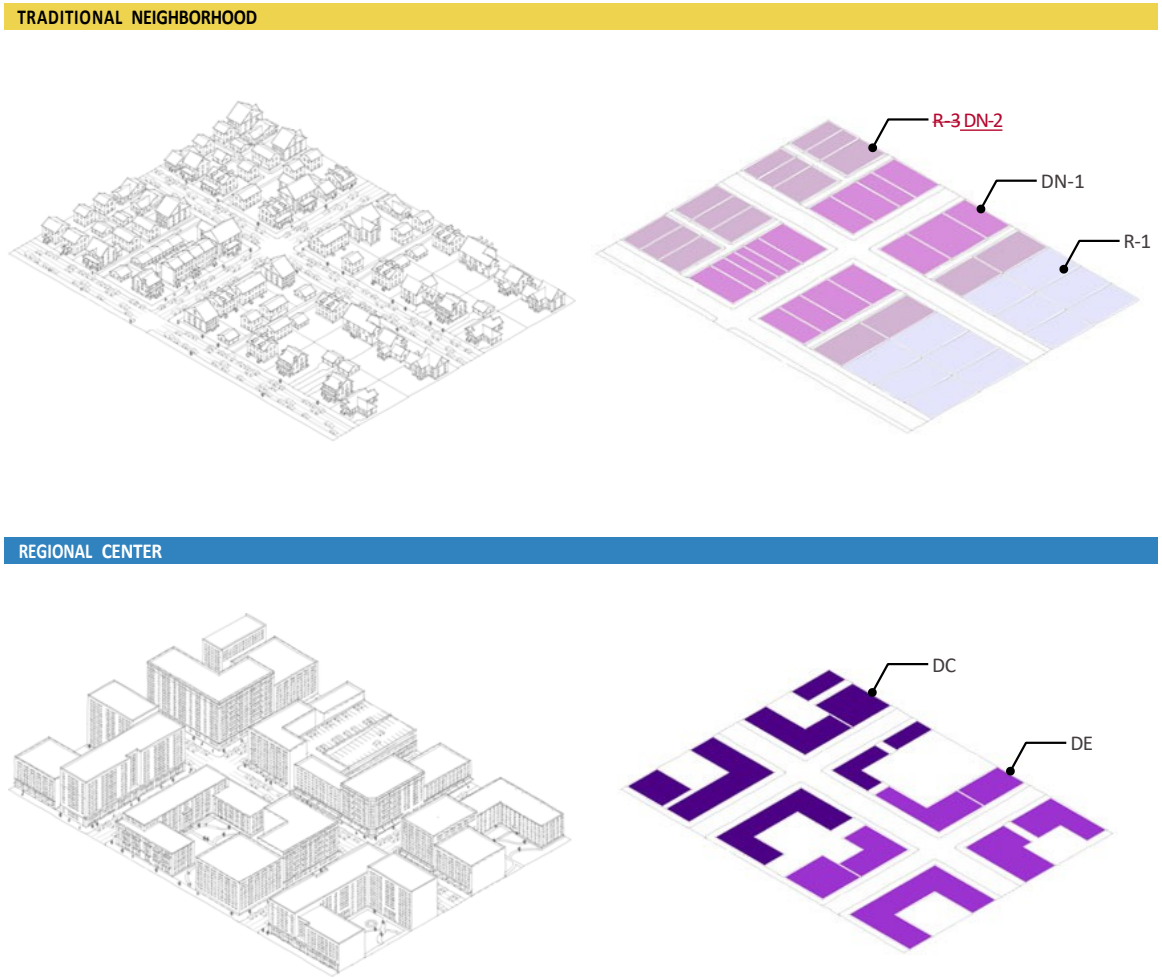
ATTEST:

_____
Malorie Marrs, City Clerk

FUTURE LAND USE AND ZONING

Future Land Use and zoning are interconnected yet distinct components of city planning. While the Community Plan does not directly change zoning, it provides a vision for the city's development by defining Place Types—a set of intended characteristics for each area of the city, including land uses like residential, commercial, or mixed-use, typical activities, and building scale. Each Place Type can incorporate several zoning districts, and property owners may request rezoning as needed. These requests are assessed in light of the Community Plan to ensure they align with the Place Type's objectives. The Future Land Use Plan provides a structured framework that guides zoning decisions by outlining the intended characteristics and uses within each designated Place Type and by suggesting compatible zoning categories. Decision-makers use this framework in conjunction with the Zoning Alignment Table, which identifies existing Zoning Districts compatible with each Place Type. For example, the Suburban Neighborhood Place Type might align with R-1 and R-3 zoning, while Parks and Public Spaces may allow for broader zoning compatibility. However, all developments should meet the specific character and functional goals set forth for each Place Type to maintain the area's intended purpose and appearance.

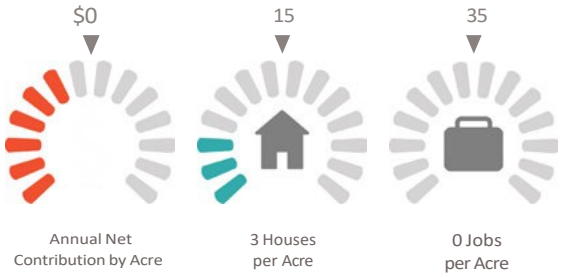
Future Land Use assignments can be changed by request of the property owner. Such requests are evaluated once each year, holistically, to ensure they support the goals of the Community Plan and other city goals and policies.



Examples of Place Type correlation with zoning districts. Place Types typically include multiple zoning districts.

Note: Rezoning requests should be reviewed in accor- dance with the city's most recently adopted Future Land Use Map and Zoning Alignment Policy.

TRADITIONAL NEIGHBORHOOD



Anticipated building height: 2.5-3 stories

Traditional Neighborhoods serve as a bridge between denser, more mixed-use Walkable Neighborhoods and more dispersed and automobile-oriented Suburban Neighborhoods. As such, they merge features of both.

Characterized by gridded, walkable blocks of single family homes and~~,~~ townhomes~~, and small-scaled apartment buildings~~, they provide diverse housing opportunities while easing the way towards areas of single family homes only.

Lots are formally structured but grow incrementally larger as you move outward, maintaining the viability of walking and biking for many trips while contributing to a more relaxed residential character.

