Revised Agenda:
New Business Items 3 and 4 - Agreements Added
New Business Item 14 - Agreement Revised

City Council Meeting Agenda
July 22, 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 July 22, 2025: Registration Link.

Council Questions/Discussion Concerning the Business Meeting

Call to Order

Pledge of Allegiance

Moment of Silence

Roll Call

Approval of Minutes: July 8, 2025

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

1. **Resolution to Award Bid IFB-25-50 to Cadillac of Bentonville for Routine Vehicle Maintenance** — **Resolution**

   Resolution awarding bid IFB-25-50 to Cadillac of Bentonville, per the unit prices, for routine maintenance and inspection services needed by the Bentonville Police Department. No budget adjustment is needed.

2. **Resolution to Approve a Budget Adjustment for Public Safety Radio Maintenance** — **Resolution**

Resolution authorizing a budget adjustment in the amount of $327,207.90 (includes all applicable taxes) for radio maintenance as specified in RACOM contract, addendum II. A budget adjustment is needed.

3. **Resolution Approving the Thaden School Urban Studies Library Mural** — **Resolution**

Approving a resolution authorizing the installation of a mural created by students in Thaden School's Urban Studies Class. No budget adjustment is needed.

4. **Resolution Approving the Thaden School Trout Crosswalk Mural** — **Resolution**

A resolution authorizing the installation of artwork curated by Thaden School students titled “Trout Crosswalk Mural” by Seth Stewart, for temporary installation as a crosswalk between 100 and 110 NW 2nd Street. No budget adjustment is needed.

5. **Resolution Approving the 2025 Annual Action Plan for the CDBG Program** — **Resolution**

Approval of the 2025 Annual Action Plan for the CDBG Program and authorization to enter agreements with subrecipients. No budget adjustment is needed.

6. **Ordinance Amending the City Pay Plan Creating the Position of Public Works Executive Director** — **Ordinance***

Ordinance amending the City Pay Plan to create the position of Public Works Executive Director (exempt grade 40). No budget adjustment needed.

7. **Public Hearing and Ordinance Vacating Utility Easements (VAC25-0016)** — **Ordinance***

Public Hearing and approval of Ordinance vacating Utility Easements located at Lot 1 of Bentonville Phillips Park Phase 1 (VAC25-0016).

8. **Public Hearing and Ordinance Vacating a Street/Alley Right of Way (VAC25-0018)** — **Ordinance***

Public Hearing and approval of an Ordinance vacating a Street/Alley Right of Way located between Lot 1 of Ratcliff Subdivision and Lot D, Block 6 of Lincoln and Rice Addition (VAC25-0018).

9. **Public Hearing and Ordinance Vacating an Alley/Street Right of Way (VAC25-0019)** — **Ordinance***

Public Hearing and approval of an Ordinance vacating an Alley/Street Right of Way located at Crystal Lands Subdivision Lot 1 (VAC25-0019).

10. **Resolution Awarding Bid IFB-25-45 Mastic Seal to Innovative Roadway Solutions LLC** — **Resolution**

Resolution awarding bid IFB-25-45 2025 to Innovative Roadway Solutions LLC per the unit prices attached. No budget adjustment is needed.

11. **Resolution Awarding Bid IFB-25-44 Street Overlay to Emery Sapp & Sons, Inc.** — **Resolution**

Resolution awarding bid IFB-25-44 to Emery Sapp & Sons, Inc. per the unit prices attached. No budget adjustment is needed.

12. **Ordinance Approving a Waiver of Bid for the Melvin Ford Aquatic Center Pool Liner** — **Ordinance***

An Ordinance authorizing the Mayor and City Clerk to waive competitive bidding and enter into an agreement with Burton Pool and Spa in the amount of $220,007.62, for the purchase and installation of a pool liner for the 50-meter pool at Melvin Ford Aquatic Center. No budget adjustment is needed.

13. **Resolution Entering an Agreement with Byrne & Jones Sports Construction to Replace Artificial Turf** — **Resolution**

A resolution authorizing the Mayor and City Clerk to enter into an agreement with Byrne & Jones Sports Construction thorough Tips Contract No. 23020101, in the amount of $1,129,000.00 for the replacement of artificial turf at the Memorial Park Baseball and Softball Complex. A budget adjustment is needed.

14. **Ordinance Approving a Waiver of Bid for Solid Waste and Recycling Services** — **Ordinance***

Ordinance authorizing the Mayor and City Clerk to waive competitive bidding and enter into an agreement with Allied Waste, LLC DBA Republic Services of Bella Vista for Solid Waste and Recycling Services. No budget adjustment is needed.

15. **Water Utilities Water Service Line Replacement Arkansas Community Assistance Grant Request** — **Resolution**

Resolution authorizing the Mayor and City Clerk to enter into an agreement with Arkansas Economic Development Commission to pursue an Arkansas Community Assistance Grant to support ongoing water service line replacements for service line leaks identified in the recent water distribution system leak detection exercise. No budget adjustment is needed.

II. Utility Board

1. **Resolution Amending IFB-25-32 - IDIQ Water and Sewer Maintenance Work Agreement** — **Resolution**

Resolution amending the 2025 budget and authorizing the Mayor and City Clerk to amend the IDIQ contract for Hickman Underground, LLC, increasing the amount by $500,000.00. Utility Board approved 5-0. A budget adjustment is needed.

2. **Resolution to Enter Agreement with Olsson - 48" Water Main Relocation Construction Phase Services** — **Resolution**

Resolution authorizing the Mayor and City Clerk to enter into an agreement with Olsson, Inc. for Amendment # 2, in the amount of $2,089,769.00, for construction phase services for the 090512 ARDOT 48" Water Transmission Main Relocation project. Utility Board approved 5-0. No budget adjustment is needed.

3. **Resolution to Award Bid IFB-25-52 090512 ARDOT 48" Transmission Line Relocation** — **Resolution**

Resolution awarding bid IFB-25-52 - 090512 ARDOT 48" Transmission Line Relocation to Garney Co. Inc., in the amount of $15,308,195.00, to Garney Companies, Inc. Utility Board approved 5-0. No budget adjustment is needed.

4. **Resolution to Enter an Agreement with Garver for Shewmaker Basin Design Amendment #1** — **Resolution**

Resolution authorizing the Mayor and City Clerk to enter into an amended agreement with Garver Engineering in the amount of $560,190.00 for final design of the Shewmaker Basin Phase 1 Interceptor Improvements. Utility Board approved 5-0. A budget adjustment is needed.

III. Planning

1. **Final Plat - Lots 32-36 of Deming's 2nd Addition - 803 NE A Street (FP24-0021)** — **Ordinance***

The Planning Commission voted 7-0, recommending approval.

An Ordinance Accepting A Final Plat Of Lots 32-36, Block 23 Of Demming's 2nd Addition To The City Of Bentonville, Arkansas; And For Other Purposes.

2. **Rezoning - N & J Family Properties, LLC - A-1, Agriculture to R-1, Low-Density Single-Family Residential - North of Phillips Cemetery, south of Haxton, east of Mill Dam (RZ25-0030)** — **Ordinance***

The Planning Commission voted 7-0, recommending approval.

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

IV. Freedom of Information Act (FOIA) Changes with the 2025 Legislative Session

V. Other Business/Announcements/Comments

Adjournment

Public Comments Concerning Matters of City Related Business

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	7/22/2025	**Submitted By:**	Chief Ray Shastid
Phone:	479-271-3170	**For Department(s):**	Police
Email:	ray.shastid@bentonville.arkansas.gov		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Resolution to Award Bid IFB-25-50 to Cadillac of Bentonville for Routine Vehicle Maintenance
Action Recommendation & Justification:	Resolution awarding bid IFB-25-50 to Cadillac of Bentonville, per the unit prices, for routine maintenance and inspection services needed by the Bentonville Police Department. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	Cadillac of Bentonville was the lowest bid received. This contract includes all routine and non-routine vehicle maintenance, warranty, and inspection services for Bentonville Police Department vehicles. The term of the awarded contract shall be one (1) year, renewable annually upon mutual written agreement for a total maximum term not to exceed three (3) years.
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):

CITY OF BENTONVILLE, ARKANSAS PURCHASING AND COMPLIANCE DEPARTMENT

FORMAL SEALED BID TABULATION

Date of Bid Opening:	June 19, 2025	Time of Bid Opening:	1:00 PM CST	IFB-25-50

Solicitation Title: Routine Maintenance and Inspection Services Bentonville Police Department

Bidders:	McLarty Daniel Buick GMC	McLarty Daniel Ford	Cadillac of Bentonville

GROUP 1: 2WD CHEVROLET TAHOE POLICE PURSUIT VEHICLES (PPV)

Routine Maintenance and Inspection

Line Number	Quantity	Description	Unit Bid Price	EXTENDED PRICE	Unit Bid Price	EXTENDED PRICE	Unit Bid Price	EXTENDED PRICE
1	1 Service	Oil change, filter replacement and fluid check	$ 50.00				$ 27.00	
2	1 Service	Transmission fluid check and add if needed	$ -				$ -	
3	1 Service	Chassis lube service	$ -				$ -	
4	1 Service	Tire air pressure check and adjust if needed	$ -				$ -	
5	1 Service	Tire changes, mounting Alignment and balancing *Tires to be provided by the Bentonville Police Department	$ 100.00				$ 85.00	
	1 Service	Tire Rotation	$ -				$ -	
6	1 Service	Inspection	$ -				$ -	
7	1 Service	Rear and Front Differential check and add if needed	$ -		*McLarty Daniel Ford Bid Submission rejected during bid evaluation*		$ -	
	1 Service	Change Fuel Filter once a year	$ -				$ 1.00	
8	1 Service	Air Filter check and replacement if needed	$ 45.00				$ -	
9	1 Service	Check Coolant, Windshield Washer Fluid, and Brake Fluid adjust as needed	$ -				$ -	
10	1 Hour	Hourly rate for non-routine/major component failure repair work	$ 140.00				$ 115.00	
		(A) Subtotal: *(The sum of line number 1 through 9)*	**195.00**				**113.00**	
		(B) Estimated Quantity of Vehicles in Group 1:	**49**				**49**	
		GROUP 1 PRICING	**$ 9,555.00**				**$ 5,537.00**	

GROUP 2: 4x4 CHEVROLET TAHOE POLICE PURSUIT VEHICLES (PPV)								
Line Number	**Quantity**	**Description**	**Unit Bid Price**	**EXTENDED PRICE**	**Unit Bid Price**	**EXTENDED PRICE**	**Unit Bid Price**	**EXTENDED PRICE**
1	1 Service	Oil change, filter replacement and fluid check	$ 50.00		*McLarty Daniel Ford Bid Submission rejected during bid evaluation*		$ 27.00	
2	1 Service	Transmission fluid check and add if needed	$ -				$ -	
3	1 Service	Chassis lube service	$ -				$ -	
4	1 Service	Tire air pressure check and adjust if needed	$ -				$ -	
5	1 Service	Tire changes, mounting Alignment and balancing **Tires to be provided by the Bentonville Police Department*	$ 100.00				$ 85.00	
	1 Service	Tire Rotation	$ -				$ -	
6	1 Service	Inspection	$ -				$ -	
7	1 Service	Rear and Front Differential/Transfer Case check and add if needed	$ -				$ -	
	1 Service	Change Fuel Filter once a year	$ -				$ 1.00	
8	1 Service	Air Filter check and replacement if needed	$ 45.00				$ -	
9	1 Service	Check Coolant, Windshield Washer Fluid, and Brake Fluid adjust as needed	$ -				$ -	
10	1 Hour	Hourly rate for non-routine/major component failure repair work	$ 140.00				$ 115.00	
		(A) Subtotal: *(The sum of line number 1 through 9)*	**$ 195.00**				**$ 113.00**	
		(B) Estimated Quantity of Vehicles in Group 2:	**16**				**16**	
		GROUP 2 PRICING	**$ 3,120.00**				**$ 1,808.00**	

GROUP 3: AWD CHEVROLET TRAVERSE								
Line Number	Quantity	Description	Unit Bid Price	EXTENDED PRICE	Unit Bid Price	EXTENDED PRICE	Unit Bid Price	EXTENDED PRICE
1	1 Service	Oil change, filter replacement and fluid check	$ 50.00		*McLarty Daniel Ford Bid Submission rejected during bid evaluation*		$ 27.00	
2	1 Service	Transmission fluid check and add if needed	$ -				$ -	
3	1 Service	Chassis lube service	$ -				$ -	
4	1 Service	Tire air pressure check and adjust if needed	$ -				$ -	
5	1 Service	Tire changes, mounting Alignment and balancing **Tires to be provided by the Bentonville Police Department*	$ 50.00				$ 85.00	
	1 Service	Tire Rotation	$ -				$ -	
6	1 Service	Inspection	$ -				$ -	
7	1 Service	Rear and Front Differential check and add if needed	$ -				$ -	
	1 Service	Change Fuel Filter once a year	$ -				$ 1.00	
8	1 Service	Air Filter check and replacement if needed	$ -				$ -	
9	1 Service	Check Coolant, Windshield Washer Fluid, and Brake Fluid adjust as needed	$ -				$ -	
10	1 Hour	Hourly rate for non-routine/major component failure repair work	$ 140.00				$ 115.00	
		(A) Subtotal: *(The sum of line number 1 through 9)*	**$ 100.00**				**$ 113.00**	
		(B) Estimated Quantity of Vehicles in Group 3:	**15**				**15**	
		GROUP 3 PRICING	**$ 1,500.00**				**$ 1,695.00**	

GROUP 4: MISCELLANEOUS 4X4 VEHICLES								
Line Number	**Quantity**	**Description**	**Unit Bid Price**	**EXTENDED PRICE**	**Unit Bid Price**	**EXTENDED PRICE**	**Unit Bid Price**	**EXTENDED PRICE**
1	1 Service	Oil change, filter replacement and fluid check	$ 50.00		*McLarty Daniel Ford Bid Submission rejected during bid evaluation*		$ 27.00	
2	1 Service	Transmission fluid check and add if needed	$ -				$ -	
3	1 Service	Chassis lube service	$ -				$ -	
4	1 Service	Tire air pressure check and adjust if needed	$ -				$ -	
5	1 Service	Tire changes, mounting Alignment and balancing **Tires to be provided by the Bentonville Police Department*	$ 50.00				$ 85.00	
	1 Service	Tire Rotation	$ -				$ -	
6	1 Service	Inspection	$ -				$ -	
7	1 Service	Rear and Front Differential/Transfer Case	$ -				$ -	
	1 Service	Change Fuel Filter once a year	$ -				$ 10.00	
8	1 Service	Air Filter check and replacement if needed	$ -				$ -	
9	1 Service	Check Coolant, Windshield Washer Fluid, and Brake Fluid adjust as needed	$ -				$ -	
10	1 Hour	Hourly rate for non-routine/major component failure repair work	$ 140.00				$ 115.00	
		(A) Subtotal:						
		(The sum of line number 1 through 9)	**$ 100.00**				**$ 122.00**	
		(B) Estimated Quantity of Vehicles in Group 4:	**27**				**27**	
		GROUP 4 PRICING	**$**	**2,700.00**			**$**	**3,294.00**

GROUP 5: MISCELLANEOUS 2WD VEHICLES								
Line Number	**Quantity**	**Description**	**Unit Bid Price**	**EXTENDED PRICE**	**Unit Bid Price**	**EXTENDED PRICE**	**Unit Bid Price**	**EXTENDED PRICE**
1	1 Service	Oil change, filter replacement and fluid check	$ 50.00				$ 27.00	
2	1 Service	Transmission fluid check and add if needed	$ -				$ -	
3	1 Service	Chassis lube service	$ -				$ -	
4	1 Service	Tire air pressure check and adjust if needed	$ -				$ -	
5	1 Service	Tire changes, mounting Alignment and balancing **Tires to be provided by the Bentonville Police Department*	$ 50.00				$ 85.00	
	1 Service	Tire Rotation	$ -				$ -	
6	1 Service	Inspection	$ -				$ -	
7	1 Service	Rear and Front Differential check and add if needed	$ -		*McLarty Daniel Ford Bid Submission rejected during bid evaluation*		$ -	
	1 Service	Change Fuel Filter once a year	$ -				$ 10.00	
8	1 Service	Air Filter check and replacement if needed	$ -				$ -	
9	1 Service	Check Coolant, Windshield Washer Fluid, and Brake Fluid adjust as needed	$ -				$ -	
10	1 Hour	Hourly rate for non-routine/major component failure repair work	$ 140.00				$ 115.00	
		(A) Subtotal: *(The sum of line number 1 through 9)*	**$ 100.00**				**$ 122.00**	
		(B) Estimated Quantity of Vehicles in Group 5:	**8**				**8**	
		GROUP 5 PRICING	**$ 800.00**				**$ 976.00**	

Line Item	GROUP	Total Extended Price	Total Extended Price	Total Extended Price
1	Group 1	$ 9,555.00	*McLarty Daniel Ford Bid Submission rejected during bid evaluation*	$ 5,537.00
2	Group 2	$ 3,120.00		$ 1,808.00
3	Group 3	$ 1,500.00		$ 1,695.00
4	Group 4	$ 2,700.00		$ 3,294.00
5	Group 5	$ 800.00		$ 976.00
	TOTAL BID PRICE:	**$ 17,675.00**		**$ 13,310.00**
		McLarty Daniel Buick GMC Pricing corrected during Bid Evaluation based on Non-Routine caluclations being included in Total sum of each group.		

X [redacted]

Purchasing and Compliance Specialist

X [redacted]

Kelsi Frederick
Purchasing and Compliance Manager

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH CADILLAC OF BENTONVILLE, PER THE UNIT PRICES, FOR VEHICLE MAINTENANCE AND INSPECTION NEEDED BY THE BENTONVILLE POLICE DEPARTMENT; AND FOR OTHER PURPOSES.

WHEREAS, Cadillac of Bentonville. is the lowest qualified bidder for bid IFB-25-50;

WHEREAS, this contract covers all routine and non-routine vehicle maintenance, warranty, and inspection services for Bentonville Police Department vehicles;

WHEREAS, the term of the contract is for one (1) year, renewable annually upon mutual written agreement for a total maximum term of three (3) years; 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 Cadillac of Bentonville, for service of Bentonville Police Department vehicles, 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:	7/22/2025	**Submitted By:**	Chief Ray Shastid
Phone:	479-271-3170	**For Department(s):**	Police
Email:	ray.shastid@bentonville.arkansas.gov		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Resolution to Approve a Budget Adjustment for Public Safety Radio Maintenance
Action Recommendation & Justification:	Resolution authorizing a budget adjustment in the amount of $327,207.90 (includes all applicable taxes) for radio maintenance as specified in RACOM contract, addendum II. A budget adjustment is needed.
Additional Comments for Consideration (Optional):	Contract with RACOM: SECTION 6. PRICE: The Total Contract Price to be paid by Buyer to Seller is Twelve million, one hundred and one thousand, one hundred twenty-four dollars ($12,101,124). The individual prices for the units of Hardware, Software licenses, Civils, Tower and site work, and Services is $6,502,243. The price for the Service Maintenance Fees is set forth in Exhibit F -- Addendum II is $5,598,881. This amount is set to be split between police and fire.
Amount for Approval:	**$** 327,207.90

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
102010-44210	Communication	$ 163,603.95	$
102020-44210	Communication	$ 163,603.95	$
		$	$
		$	$

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

Budget Impact Notes for Consideration (Optional):

MEMORANDUM

Police Department

TO: City Council and Mayor Stephanie Orman

FROM: Ray Shastid, Chief of Police

DATE: July 22, 2025

SUBJECT: Bentonville Police Department – Radio Maintenance Contract

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This resolution authorizes a budget adjustment of $327,207.90 (includes all applicable taxes) for the radio maintenance contract with RACOM. The contract was set to commence in the second year following the acceptance of the new radio system, which was accepted ahead of schedule on May 26, 2025, due to the unexpected failure of the prior public safety radio system. During the 2026 budget review process, it was identified that the maintenance contract was erroneously scheduled to begin in 2025 rather than 2026, as originally intended. This amount is requested to be split between police and fire communications budgets for 2025.

SECTION 6. PRICE: The Total Contract Price to be paid by Buyer to Seller is Twelve million, one hundred and one thousand, one hundred twenty-four dollars ($12,101,124). The individual prices for the units of Hardware, Software licenses, Civils, Tower and site work, and Services is $6,502,243. The price for the Service Maintenance Fees is set forth in Exhibit F -- Addendum II is $5,598,881.

Attached is Addendum II that lays out future pricing for the remaining contract.

RACOM Corporation
526 S Locust Lane
Moses Lake WA 98837
United States
www.racom.net

INVOICE

RACOM CORPORATION
201 West State Street
Marshalltown IA 50158
United States
Tax ID: Duns#: 040608036
www.racom.net

DATE:	CONTRACT #:
6/18/2025	100532
INVOICE #:	**COVERAGE DATES:**
INV33478	6/1/2025 to 5/31/2026

BILL TO:

Attn: Purchasing Dept
Bentonville, Ar
1000 SW 14th Street
2nd Floor
Bentonville AR 72712
United States

SHIP TO:

Attn: Purchasing Dept
Bentonville, Ar
1000 SW 14th Street
2nd Floor
Bentonville AR 72712
United States

REMITTANCE INFORMATION

PAYMENT BY ACH/WIRE	CONTACT INFORMATION
Bank Name: California Bank & Trust **Checking Account#** 5802148493 **ACH Routing#** 122232109 **Wire Routing#** 121002042 **Email Remittance Advice to:** ar@racom.net	**Accounts Receivable Dept.** ar@racom.net **Customer Success Team** orders@racom.net **Main Office** (p) 641-752-5820 (f) 641-752-0674

SALES REP	PO #	SHIPPING METHOD	DUE DATE	TERMS	TRACKING #
			7/18/2025	Net 30	

ITEM	DESCRIPTION	TAX RATE	QTY Ordered	QTY Billed	Unit Price	Extended Price
Maintenance Contract	System Maintenance	9.5%	1	1	$168,250.00	$168,250.00
Maintenance Contract	Software Maintenance	9.5%	1	1	$38,889.00	$38,889.00
Maintenance Contract	Mobile Maintenance	9.5%	1	1	$20,340.00	$20,340.00
Maintenance Contract	Portable Maintenance	9.5%	1	1	$17,100.00	$17,100.00
Maintenance Contract	Control Station Maintenance	9.5%	1	1	$780.00	$780.00

RACOM Corporation
526 S Locust Lane
Moses Lake WA 98837
United States
www.racom.net

INVOICE

ITEM	DESCRIPTION	TAX RATE	QTY Ordered	QTY Billed	Unit Price	Extended Price
Maintenance Contract	Fire Station Alerting	9.5%	1	1	$19,751.00	$19,751.00
Refresh Maintenance Contract	Hardware Refresh	9.5%	1	1	$33,710.00	$33,710.00

Customer Note:

SUBTOTAL	$298,820.00
TAX TOTAL	$28,387.90
TOTAL	$327,207.90
AMOUNT PAID	$0.00
AMOUNT DUE	$327,207.90

Bentonville Maintenance			5 YR Total	10 YR Total	15 YR Total	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15
Extended Maintenance																			
Extended Maintenance																			
Comprehensive System Maintenance, includes: **LMR Core, Sites and Consoles** **Site Generators and HVAC** **Microwave**	1		$ 703,895	$ 1,709,270	$ 2,874,774	$ 168,250	$ 173,298	$ 178,496	$ 183,851	$ 189,367	$ 195,048	$ 200,899	$ 206,926	$ 213,134	$ 219,528	$ 226,114	$ 232,897	$ 239,884	$ 247,081
24x7 Monitoring																			
24x7 Help Desk with unlimited support																			
Unlimited End User support																			
Equipment Repair - Parts, Labor, Travel																			
Local Repair (if possible) of accessories																			
Annual Preventative Maintenance - System																			
Unlimited Radio Reprogramming																			
Installation of all Software patches, updates and releases																			
Software Maintenance, includes	1		$ 162,697	$ 395,077	$ 664,470	$ 38,889	$ 40,056	$ 41,257	$ 42,495	$ 43,770	$ 45,083	$ 46,435	$ 47,829	$ 49,263	$ 50,741	$ 52,264	$ 53,831	$ 55,446	$ 57,110
3rd Party Software Updates																			
L3H Priority TAC																			
SMS																			
Sums+																			
Hardware Refresh for L3H	1		$ 141,030	$ 342,463	$ 575,980	$ 33,710	$ 34,721	$ 35,763	$ 36,836	$ 37,941	$ 39,079	$ 40,252	$ 41,459	$ 42,703	$ 43,984	$ 45,303	$ 46,663	$ 48,062	$ 49,504
Includes upgrades to servers, switches , routers and licenses to upgrade L3H LMR infrastructure as necessary to accommodate new software revisions.																			
Does not include radios and accessories or consoles and accessories																			
Radio End User Comprehensive Support All Subscriber Maintenance includes:																			
Unlimited End User refresher training by local techs																			
Annual Preventative Maintenance - Radios																			
Extended Mobile Maintenance	339	$ 120	$ 85,095	$ 328,177	$ 609,977	$ 20,340	$ 20,950	$ 21,579	$ 22,226	$ 45,786	$ 47,159	$ 48,574	$ 50,031	$ 51,532	$ 53,078	$ 54,671	$ 56,311	$ 58,000	$ 59,740
Extended Portable Maintenance	285	$ 120	$ 71,540	$ 275,901	$ 512,812	$ 17,100	$ 17,613	$ 18,141	$ 18,686	$ 38,492	$ 39,647	$ 40,837	$ 42,062	$ 43,324	$ 44,623	$ 45,962	$ 47,341	$ 48,761	$ 50,224
Extended Control Station Maintenance	13	$ 120	$ 3,263	$ 12,585	$ 23,391	$ 780	$ 803	$ 828	$ 852	$ 1,756	$ 1,808	$ 1,863	$ 1,919	$ 1,976	$ 2,035	$ 2,097	$ 2,159	$ 2,224	$ 2,291
Extended Pager Maintenance																			
Fire Station Alerting	1		$ 82,632	$ 200,655	$ 337,476	$ 19,751	$ 20,344	$ 20,954	$ 21,583	$ 22,230	$ 22,897	$ 23,584	$ 24,292	$ 25,020	$ 25,771	$ 26,544	$ 27,340	$ 28,161	$ 29,005
Extended Pager Maintenance is time and material (recommended)	1	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Bentonville Maintenance TOTAL			$ 1,250,152	$ 3,264,129	$ 5,598,881	$ 298,820	$ 307,785	$ 317,018	$ 326,529	$ 379,342	$ 390,722	$ 402,444	$ 414,517	$ 426,953	$ 439,761	$ 452,954	$ 466,543	$ 480,539	$ 494,955

RESOLUTION NO. _____

A RESOLUTION AMENDING THE 2025 BUDGET, FOR RADIO MAINTENANCE WITH RACOM, IN THE AMOUNT OF THREE HUNDRED TWENTY-SEVEN THOUSAND TWO HUNDRED SEVEN DOLLARS AND NINETY CENTS ($327,207.90); AND FOR OTHER PURPOSES.

WHEREAS, the Bentonville Police Department requests a budget adjustment to pay for radio maintenance with RACOM;

WHEREAS, this amount is being split between the police and the fire departments; 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 2025 budget is hereby adjusted to appropriate one hundred sixty-three thousand six hundred three dollars and ninety-five cents ($163,603.95) from General fund reserves to Account #102010-44210 – Communication;

Section 2: The 2025 budget is further adjusted to appropriate one hundred sixty-three thousand six hundred three dollars and ninety-five cents ($163,603.95) from General fund reserves to Account #102020-44210 Communication;

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:	7/22/2025	**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:	Resolution Approving the Thaden School Urban Studies Library Mural
Action Recommendation & Justification:	Approving a resolution authorizing the installation of a mural created by students in Thaden School's Urban Studies Class. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	Memo and full proposal attached. There is no cost to the city.
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

THE CITY OF BENTONVILLE
PAAC
PUBLIC ART ADVISORY COMMITTEE

To:	Mayor Stephanie Orman and Bentonville City Council
From:	Shelli Kerr, AICP, Comprehensive Planning Manager
On behalf of:	Bentonville Public Art Advisory Committee
CC date:	July 22, 2025
RE:	**Thaden School Urban Studies Library Mural**

Request. A resolution to approve the installation of artwork titled "Urban Studies Library Mural" by Thaden School Urban Studies students on the downtown trail section between SW Main and SW A Street, across from the Bentonville Public Library.

Background. Students in Sam Slaton's Urban Studies Class submitted a proposal to the Public Art Advisory Committee. After reviewing twice and the students working with the library, the final design was approved by the library, PAAC and the Parks and Recreation Advisory Board.

Description of Artwork. See attached proposal and image below.

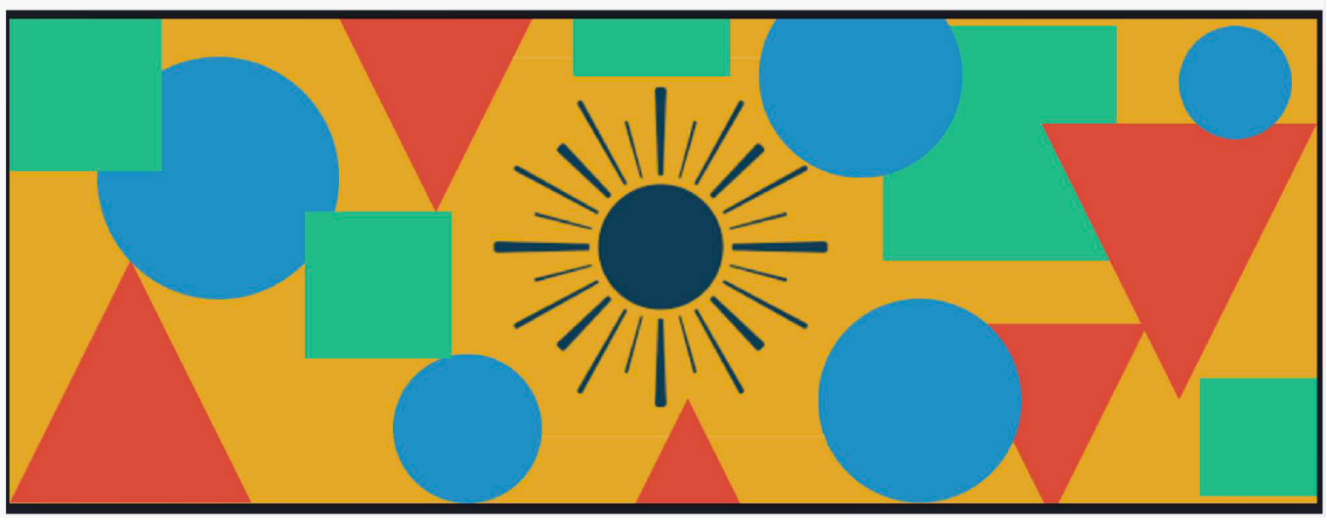
Display Site. The trail section between SW Main and SW A Street, across from the Bentonville Public Library.

Display Period. This is a temporary display for approximately 18 months.

Approvals. Both the Public Art Advisory Committee and the Parks and Recreation Advisory Board recommend approval of the artwork. The library is also in support of using its logo as part of the design.

Cost and Funding. The project is privately funded and there is no cost to the City.

Recommendation. Approval of the resolution.



Display Location





From: noreply@civicplus.com
To: Shelli Kerr
Subject: Online Form Submittal: Public Art Proposal
Date: Wednesday, April 23, 2025 8:46:47 AM

Public Art Proposal

Proposal for Public Art

Type of Proposal	Unsolicited Proposal
Date	4/23/2025
Is the project a collaboration among multiple artists?	No
Is the project curated by someone or an organization other than the artist?	No

1) ARTIST INFORMATION

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

Name	Sam Slaton
Address	800 SE C St
City	Bentonville
State	Arkansas
Zip Code	72712
Email Address	sslaton@thadenschool.org
Phone Number	[redacted]
Upload artist resume / CV	mr.slaton resume.pdf
Artist portfolio	Untitled presentation (1).pdf
Artist website	https://sites.google.com/thadenschool.org/urbanstudies-portfolio/home

2) CURATOR CONTACT INFORMATION

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

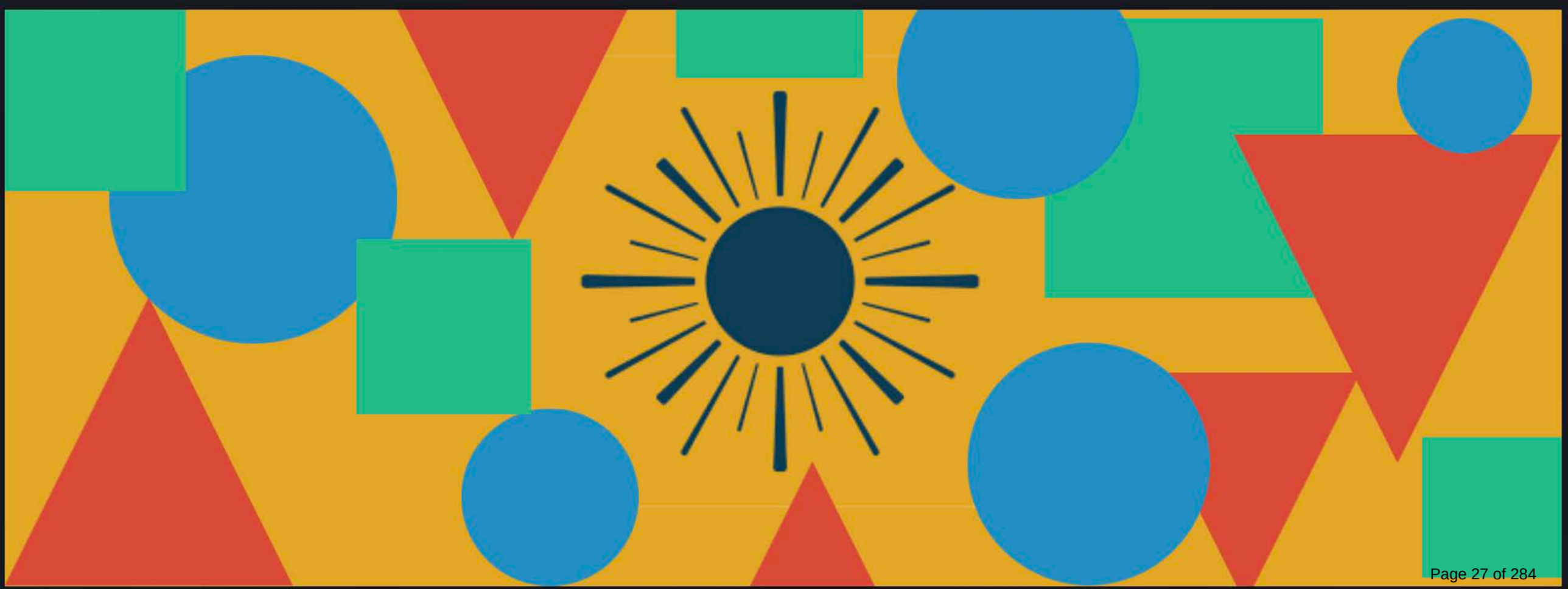
Name	Sam Slaton
Title	Teacher
Organization Name	Thaden School
Street Address	800 SE C St
City	Bentonville
State	Arkansas
Zip Code	72712
Email Address	sslaton@thadenschool.org
Phone Number	[redacted]
3) ARTWORK DETAILS	
Title of artwork	Urban Studies Library Mural
Medium	Paint on asphalt
Height	n/a
Width and depth	12' x 100'
Can the artwork be scaled smaller or larger?	No
Description of artwork	The library is a burst of creativity, education, and community that shapes our future. This inspired us to create a colorful design with the library burst in the center and shapes filling out around it. We want to engage people as they walk through downtown Bentonville and to encourage discovery and curiosity on our local trails. This mural will promote community engagement and add a pop of color to this section of the downtown trail. The library is a central community outlet and their mission statement—"to engage our community" and "to encourage discovery"—aligns with our goal for the mural.

	We want this project to promote safety for Bentonville's pedestrians. The library attracts people of all ages, including young children and families, so we want this extension of the library's community space to feel welcoming, engaging, and, above all, safe. Currently, the project site is confusing for users, inviting both pedestrians and motor vehicles into the path. This causes conflict that is potentially dangerous. By painting the ground, attention will be drawn to the space, and as a result, cars will be more cautious when interacting with the path. Using the feedback from the library, we simplified the design and incorporated their color scheme. We also modified our message to align closer with the library's mission statement. The colorful shapes are there to brighten the path of knowledge and creativity and inspire our future generation that they are capable of endless possibilities. The library team has expressed their support for our redesign: "We approve the use of our logo in the design and are impressed with the consideration put into it... We appreciate the acknowledgement of our mission and purpose in the community."
Upload description of artwork	*Field not completed.*
Upload image of artwork	unnamed (2).png
4) INSTALLATION AND MAINTENANCE	
Is the proposal for temporary or permanent display?	Temporary
If temporary, what is the requested display period?	1 year
Is the artwork already complete?	Yes
If yes, artwork is complete, is it currently on display?	No
If artwork is currently on display, when will it be available?	*Field not completed.*
If no, artwork is not	1-2 months

complete, how much time is needed for fabrication?	
Is the artwork best suited for indoor or outdoor display?	Outdoor
Is a foundation required to install the artwork?	No
If a foundation is required, indicate the size and shape needed.	*Field not completed.*
Does the artwork require access to electricity?	No
Does the artwork require access to water?	No
What is the life expectancy of the artwork?	1-2 years
Are there any special maintenance needs for this artwork?	No
If there are maintenance needs, please describe here.	*Field not completed.*
5) BUDGET & FUNDING	
(a) Material costs	1,489
Describe materials costs.	Materials include estimated paint costs, brushes, and cleaning supplies.
(b) Production costs	0
Describe production costs.	n/a
	0

(c) Installation costs	
Describe installation costs.	n/a
(d) Total fabrication budget	1,489
(e) Artist's fee	n/a
(f) Travel costs	n/a
(g) Total budget	1,489
What is the planned funding for this proposal?	Not determined.

Email not displaying correctly? View it in your browser.



Thaden School Urban Studies Library Mural
by Thaden School Urban Studies Students

THIS AGREEMENT IS ENTERED INTO THIS _____(DATE) BY AND BETWEEN THE **CITY OF BENTONVILLE, ARKANSAS**, (HEREINAFTER THE "CITY"), AND **THADEN SCHOOL** (HEREINAFTER "CURATOR") FOR ***THADEN SCHOOL URBAN STUDIES LIBRARY MURAL*** (HEREINAFTER "ARTWORK") BY THADEN SCHOOL STUDENTS TO BE INSTALLED TEMPORARILY ON PUBLIC PROPERTY ON THE ASPHALT TRAIL BETWEEN SW A ST AND S MAIN ST ACROSS FROM THE BENTONVILLE PUBLIC LIBRARY (HEREINAFTER "SITE").

WHEREAS, the City Council of the City of Bentonville has established the importance of integrating public art into the daily lives of the citizens of Bentonville by adopting a Public Art Policy with Ordinance No. 2013 – 40 on May 14, 2013;

WHEREAS, the Curator submitted an unsolicited proposal and followed the standard review process to request installation of artwork on public property; and

WHEREAS, the Public Art Advisory Committee, Parks and Recreation Advisory Board, and City Council have approved the Artwork and Site.

NOW, THEREFORE, in consideration of the above-stated premises and subject to the conditions hereinafter set forth, the City and Curator agree as follows:

Sec. 1 Curator's Obligations

(a) The Curator shall perform all services and furnish all supplies, material, and/or equipment as necessary for the design and fabrication of the Artwork at the Site in accordance with the specified schedule. Services shall be performed in a professional manner and in strict compliance with all terms and conditions of this Agreement.

(b) The Curator shall ensure that the Artwork is installed per the approved design in accordance with *Sec. 3 Design*.

(c) The Curator shall install the Artwork by the scheduled installation date and as provided in *Sec. 5 Installation*.

(d) The Curator shall be solely responsible for all expenses necessary for the performance of this Agreement, including design, fabrication, installation and any cost overruns, as provided in *Sec. 7 Compensation*.

(e) The Curator shall provide the City a written description of the manner in which the Artwork will be installed, including a statement of details addressing any preparatory work needed for the Site.

(f) The Curator shall secure any and all required licenses, permits, and similar legal authorization at the Curator's expense as may be necessary for the installation and maintenance of the Artwork at the Site.

(g) The Curator shall be responsible for compliance with all applicable laws and regulations, including but not limited to, zoning or environmental regulations.

(h) The Curator shall arrange for the installation of the Artwork in consultation with, and at the direction of, the City. If the Curator does not install the Artwork themselves, the Curator may supervise and approve the

installation.

(i) The Curator shall provide a maintenance manual with a description of all materials and products utilized in the Artwork and the required care and upkeep.

(j) The Curator shall provide photographic documentation of the Artwork during and after installation.

(k) The Curator shall provide a written narrative for the Artwork, including visual details (form, size, colors, textures), material (medium, construction techniques), and the Artist's intentions (goal, purpose, theme, message, impact) for the Artwork.

(l) The Curator will be available with reasonable advance notice for meetings, ceremonies and the like, as necessary.

Sec. 2 City's Obligations

(a) The City will be responsible for providing the Curator copies of existing designs, drawings, reports, list of permits, and other existing relevant data, if any, which is needed by Curator in order to perform.

(b) The City will prepare the Site in accordance with the specifications detailed in the approved design concept in *Sec. 5 Installation*. If agreed and subject to available funding, the City will be responsible for all expenses to prepare the Site for the timely installation of the Artwork. The City will complete the Site preparations by the scheduled installation date as provided in *Section 5 Installation*, subject to unavoidable delay, or will contact the Curator in writing to inform him or her of any delays.

(c) The City shall provide and install a plaque on or near the Artwork containing a credit to the Curator and date of installation.

Sec. 3 Design

(a) *Approved design.* The Curator submitted the design through an unsolicited proposal. The design as approved by City Council is attached as *Exhibit A: Approved Design*. The Curator shall install the Artwork in conformity with *Exhibit A: Approved Design*. No deviations, however minor, are allowed without prior consent by the City.

(b) Revised design.

1. *Written request.* Prior to the execution of any change in the approved design, Curator shall present proposed changes in writing to the City for further review and approval. The Curator must provide a detailed description of any changes in the artistic expression, color, rendering, design, dimensions, or materials of the Artwork that are not permitted by nor in conformity with the already approved design. Such notice will also include a detailed description of any additional costs that may be incurred or changes in the budget. A change is any change which affects creation, design, installation, scheduling, site preparation, or maintenance of the Artwork or the concept of the Artwork as represented in *Exhibit A: Approved Design*.

2. *Approval.* If the City approves the changes, the City will promptly notify the Curator in writing. The City will also make the required presentations to the appropriate approval bodies.

3. *Disapproval.* If the City disapproves the changes, the City will promptly notify the Curator in writing and the Curator shall continue to fabricate the Artwork in compliance with this Agreement.

Sec. 4 Location

The Artwork shall be installed on the pavement of the Downtown Trail located between S Main Street and NW A Street, west of the Bentonville Public Library as shown in *Exhibit B: Location Map*.

Sec. 5 Installation

(a) *Timeliness*. The Curator is responsible for installing the Artwork no later than October, 2025. The Curator will confer and coordinate with the City to ensure timeliness and will schedule the installation on a date and time mutually agreeable to Curator and City. Curator shall not install the Artwork until authorized to do so by the City.

(b) *Conformity.* The Curator shall install the Artwork in conformity with the final approved Design in accordance with *Sec. 3 Design*. The Curator shall not deviate from the approved design without written approval of the City in accordance with the process outline in *Sec. 3 Design*.

(c) *Site preparation.* The Curator will coordinate closely with the City to ascertain that the Site is prepared to receive the Artwork.

1. The Curator shall be required to inspect the Site prior to the installation of the Artwork and shall notify the City of any adverse Site conditions that would affect or impede the installation of the Artwork.
2. The City will promptly notify the Curator of any delays impacting installation of the Artwork.

(d) *Supervision.* The Curator shall be present to supervise the installation of the Artwork.

(e) *City inspection.* The City shall have the right to review the Artwork at any time during the installation.

(f) *Findings of nonconformity.* If the City, upon review of the Artwork, determines that the Artwork does not conform to this Agreement, the City may take any steps necessary to bring the Artwork into compliance.

1. *Notification*. The City will make a diligent, good faith attempt, to notify the Curator, in writing, of the deficiencies.
2. *Correction.* The Curator shall promptly correct the deficiencies and will notify the City in writing of completion of the correction. The City will promptly review the Artwork.
3. *City Action*. If the Curator fails to bring the Artwork into compliance with this Agreement, the City may remove the Artwork or utilize other methods to bring it into compliance.
4. *Removal*. The Curator expressly acknowledges and accepts that removal or correction of the Artwork may damage said Artwork.

Sec. 6 Completion and Acceptance

(a) *Notification.* The Curator shall notify the City in writing when installation of the Artwork has been completed.

(b) *Inspection.* The City will inspect the Artwork within ten (10) business days after receiving notification pursuant to paragraph (a) to determine that the Artwork conforms with the Design and this Agreement.

(c) *Deficiencies.* In the event that the City determines that the Artwork deviates from the Design, the City will identify such deviations in writing after examining the Artwork. The written notice shall indicate the

number of days to make the necessary adjustments. The Curator shall not be penalized for any delay in the delivery and installation of the Artwork to the Site unless the Curator has willfully deviated from the Design without the prior approval of the City. The Curator shall be responsible for any expenses incurred in correcting such deviation.

(d) *Notice of Acceptance*. In a determination of conformance, the City will promptly notify the Curator of its final acceptance of the Artwork pursuant to paragraph (b) above. The effective date of final acceptance shall be the date the City submits written notice to the Curator of its final acceptance of the Artwork. The final acceptance shall be understood to mean that the City acknowledges completion of the Artwork in compliance with this Agreement and confirms that all services as required of both Parties by this Agreement prior to paragraph (c) of this section have been completed.

(e) *Ownership.* Upon written acceptance of the installation, the Artwork shall be owned by the City for all purposes, including *Sec. 8 Risk of Loss* and *Sec. 9 Ownership and Intellectual Rights*.

(f) *Refusal*. If the Artwork is not in conformity with this Agreement, and deficiencies were not cured as prescribed herein, the City will refuse to accept the Artwork. If this occurs, the Curator acknowledges and accepts its responsibility to remove the Artwork, from the property of the City, within ten (10) business days of notice from the City of refusal. Any cost of removal is the responsibility of the Curator.

(g) *Photographic documentation.* Within ten (10) days after installation of the Artwork, the Curator shall furnish the City with the three digital, 300 dpi, JPG, or PNG files, of the Artwork, labeled with the name of the Artwork and the date upon which the photograph was taken.

(h) *Maintenance instructions.* Within ten (10) days after installation of the Artwork, the Curator shall provide the City with written instructions for the appropriate maintenance and preservation of the Artwork along with product data sheets for any material or finish used. The Artwork must be durable, taking into consideration that the Site is an unsecured public space that may be exposed to elements such as weather, temperature variation, and considerable movement of people and equipment. Curator must ensure that all maintenance requirements will be reasonable in terms of time and expense.

(i) *Artwork Narrative.* Within ten (10) days after installation, the Curator shall provide the City a written narrative for the Artwork, including visual details (form, size, colors, textures), material (medium, construction techniques) and the Artist's intentions (goal, purpose, theme, message, impact) for the Artwork. The information provided may or may not be used on the City provided plaque, at the sole discretion of the City.

Sec. 7 Compensation

The City shall **not** compensate the Curator for the Artwork. The Curator shall be solely responsible for all expenses necessary for the performance of this Agreement, including design, fabrication, installation, and any cost overruns.

Sec. 8 Risk of Loss

The Curator shall bear the risk of loss or damage to the Artwork until the City's final acceptance of the Artwork under *Sec. 6 Completion and Acceptance*. The Curator shall take such measures as are reasonably necessary to protect the Artwork from loss or damage.

Sec. 9 Ownership and Intellectual Property Rights

(a) *Ownership*. Upon installation and final acceptance by the City in accordance with *Sec. 6 Completion and*

Acceptance, the City shall become the owner of the Artwork, for all purposes, and will be responsible for all maintenance of the Artwork thereafter. The Curator waives any rights conveyed under The Visual Artists Rights Act of 1990 as it pertains to the repair, removal, compliance, or maintenance.

(b) *Photographic Rights.* Curator hereby grants permission to the City to photograph and videotape and to authorize others to photograph and videotape the Artwork for any non-commercial use, including but not limited to, installation documentation, publicity of the Artwork, record keeping, and additional non-commercial purposes such as among others, educational, public relations, and promotion of the arts.

Sec. 10 Display Period

The artwork is temporary with a display period of one (1) year from the date of final acceptance. However, the City reserves the right to have the Artwork removed, at the cost of the City, if it is deemed at any time to interfere with the City operations, if the Artwork creates a health or safety hazard, or should the Artwork significantly deteriorate prior to the Display Period. The City may choose to leave the Artwork on display until such time it is determined that maintenance or repair is cost prohibitive.

Sec. 11 Removal of Artwork and Waiver of Claims

Curator hereby releases the City, its officers, agents, representatives, and employees and waives any and all rights to any and all claims that Curator may have with regard to the City's removal of the artwork and related materials, equipment, and any other items associated and used in conjunction with the Site.

Sec. 12 No Security; Assumption of Liability and Waiver of Damages

Curator acknowledges and agrees that the City will not provide any security for the Artwork, and the City shall not for any reason be liable for any lost, stolen, or damaged Artwork and the related materials, equipment, or any other items associated and used in conjunction with the Artwork. Curator hereby releases the City, its officers, agents, representatives, and employees and waives any and all rights to any and all claims for damages, or otherwise, that Curator may have with regard to lost, stolen, or damaged artwork and related materials, equipment, or any other items associated and used in conjunction with the Artwork and Site.

Sec. 14 Termination/Waiver of Damages

This Agreement may, at any time, be terminated for any reason upon five (5) days' notice to the other party. Should the City terminate this Agreement, Curator hereby releases the City, its officers, agents, representatives, and employees and waives any and all rights to any and all claims for damages, or otherwise, Curator may have with regard to the City's termination of this agreement, including without limitation, actual and consequential damages.

Sec. 15 Indemnification

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

Sec. 16 Governing Jurisdiction

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

Sec. 17 Default

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

(a) To immediately terminate this Agreement without any liability to the City as previously provided herein; and/or

(b) To require the immediate cessation of the set-up, operation, and/or removal of the Artwork.

Sec. 18 Miscellaneous Provisions

(a) *No Third-Party Beneficiaries.* Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third-party beneficiaries by entering into this Agreement.

(b) *Assignment.* This Agreement is not assignable without the prior written consent of the City.

(c) *Notices.* Any notice provided or permitted to be given under this Agreement must be in writing and may be served by electronic mail, depositing same in the United States Mail, addressed to the party to be notified or by delivering the same in person to such party via a hand-deliver service. For purposes of notice, the addresses of the parties shall be as follows:

If to Curator, to

Sam Slaton
Thaden School
800 SE C St., Bentonville, AR 72712
501-831-5389
sslaton@thadenschool.org

If to the City, to:

Shelli Kerr, AICP
Comprehensive Planning Manager
City of Bentonville
305 SW A Street, Bentonville, AR 72712
479-271-6822
skerr@bentonvillear.com

(d) *Entire Agreement.* This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the mutual written agreement of the parties hereto.

(e) *Materiality*. Every provision of this Agreement is material and necessary to the Agreement as a whole.

(f) *Counterparts.* This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original. A separate signature will be deemed to constitute an original if properly executed.

(g) *Authority to Execute.* The individuals executing this Agreement on behalf of the respective parties below represent to each other that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

(h) *Binding Effect.* This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns, as allowed herein.

(i) Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision

had never been contained herein.

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

Curator:

Sam Slaton
Thaden School

Date

City of Bentonville:

Stephanie Orman, Mayor
City of Bentonville

Date

Approved as to
Form and Legality:

Bonnie Bridges, Staff Attorney
City of Bentonville

Date

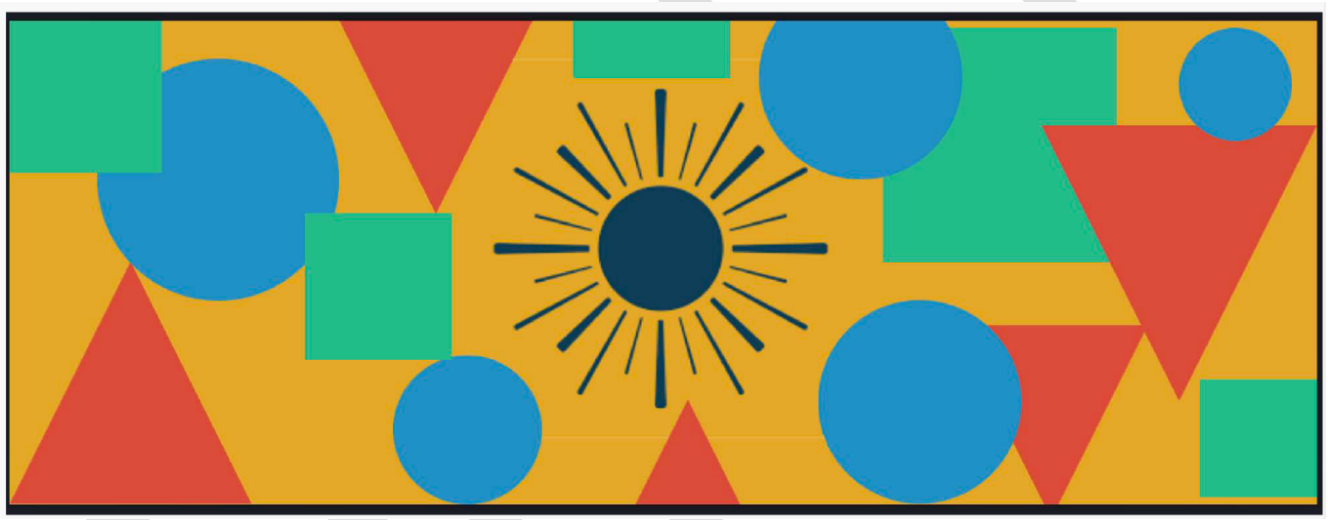
DRAFT

EXHIBIT A:
APPROVED DESIGN

Thaden School Urban Studies Library Mural by Thaden School Students

Title	**Thaden School Urban Studies Library Mural**
Artists	**Urban Studies Students at Thaden School**
Medium	**Paint**
Display Site	**Downtown Trail between SW A St and SW Main St**

Approved Design



DRAFT

EXHIBIT B:
LOCATION MAP
Thaden School Urban Studies Library Mural





RESOLUTION NO. _____

A RESOLUTION APPROVING THE INSTALLATION OF ARTWORK TITLED "THADEN SCHOOL URBAN STUDIES LIBRARY MURAL", BY STUDENTS IN THE THADEN SCHOOL URBAN STUDIES CLASS, ON PUBLIC PROPERTY; AND FOR OTHER PURPOSES.

WHEREAS, the City Council of the City of Bentonville has established the importance of integrating public art into the daily lives of the citizens of Bentonville by adopting a Public Art Policy with Ordinance No. 2013 – 40 on May 14, 2013;

WHEREAS, the Public Arts Advisory Committee and the Parks and Recreation Advisory Board recommend the proposed artwork at the proposed display location; and

WHEREAS, this artwork will be located on the downtown trail between SW Main Street and SW A Street, across from the Bentonville Public Library.

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

Section 1: That the City Council of the City of Bentonville, Arkansas hereby approves the installation of artwork titled "Thaden School Urban Studies Library Mural" by students in the Thaden School Urban Studies Class, on public property on the Downtown Trail between SW Main Street and SW A Street, across from the Bentonville Public Library;

Section 2: The project will be funded privately with no cost to the city;

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

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

PASSED and APPROVED this _____ day of _____, 2025.

APPROVED:

_____
Stephanie Orman, Mayor

ATTEST:

_____
Malorie Marrs, City Clerk

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	7/22/2025	**Submitted By:**	Shelli Kerr
Phone:	479-271-6822	**For Department(s):**	Planning/PAAC Committee
Email:	skerr@bentonvillear.com		

Item Type (Check all that apply)

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

☐ Ordinance ☑ Resolution ☐ Informational

Title, Recommendation & Justification

Title:	Resolution Approving the Thaden School Trout Crosswalk Mural
Action Recommendation & Justification:	A resolution authorizing the installation of artwork curated by Thaden School students titled "Trout Crosswalk Mural" by Seth Stewart, for temporary installation as a crosswalk between 100 and 110 NW 2nd Street. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	The artwork and installation is privately funded. There is no cost to the city.
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

THE CITY OF BENTONVILLE
PAAC
PUBLIC ART ADVISORY COMMITTEE

To:	Mayor Stephanie Orman and Bentonville City Council
From:	Shelli Kerr, AICP, Comprehensive Planning Manager
On behalf of:	Bentonville Public Art Advisory Committee
CC date:	July 22, 2025
RE:	**Thaden School Trout Crosswalk Mural**

Request. A resolution approving the installation of artwork curated by Thaden School students titled "Trout Crosswalk Mural" by Seth Stewart for temporary installation as a crosswalk between 100 and 110 NW 2nd Street.

Background. Sam Slaton submitted an unsolicited proposal to the Public Art Advisory Committee (PAAC) on behalf of his students at Thaden School. Students presented the proposal at the May 27 PAAC meeting and the June 2 Traffic Safety and Signage Committee meeting.

Description of Artwork. See attached proposal, presentation and image below.

Display Site. The artwork will be installed as a crosswalk between 100 and 110 NW 2nd St.

Display Period. This is a temporary display for approximately 18 months.

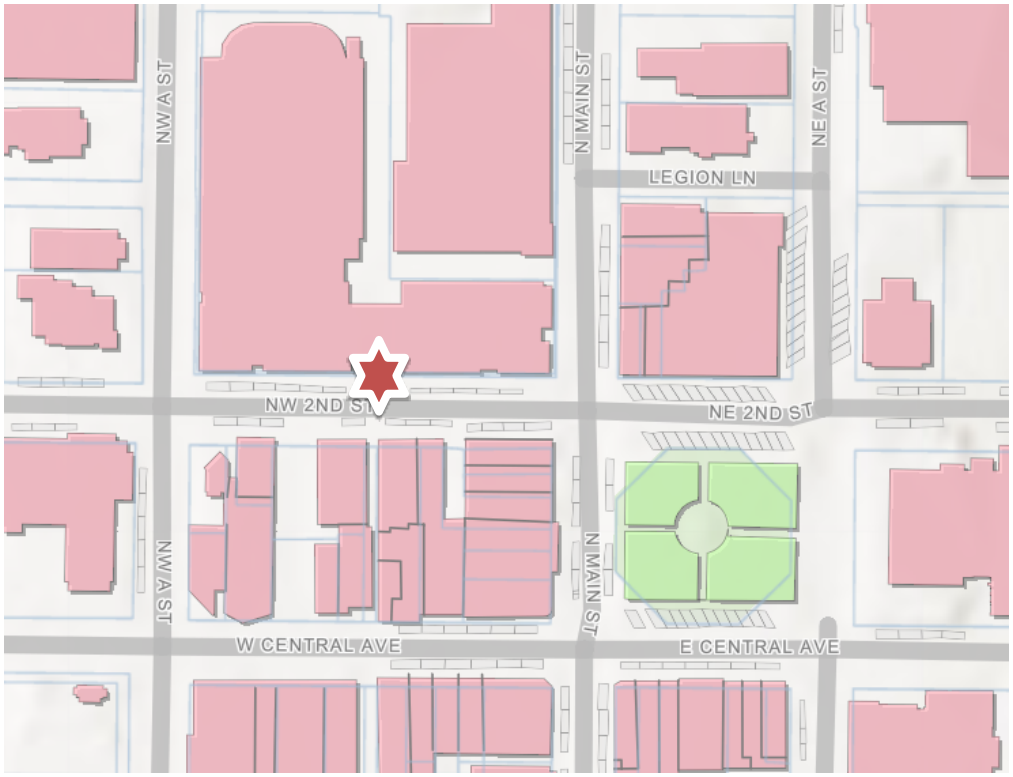
Approvals. Both the Public Art Advisory Committee and the Traffic Safety and Signage Committee recommend approval of the artwork and display location.

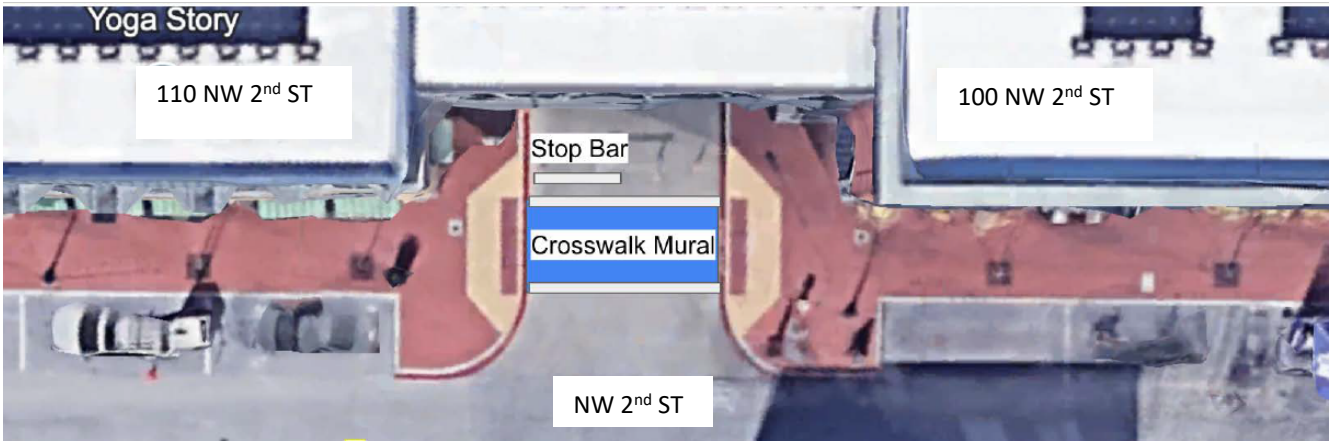
Cost and Funding. The project is privately funded and there is no cost to the City.

Recommendation. Approval of the resolution.



Display Location





May
2025

2nd Street Crosswalk Mural Proposal

Thaden School Urban Studies

Agenda

1. Project Origin
2. Process
3. Design
4. Details

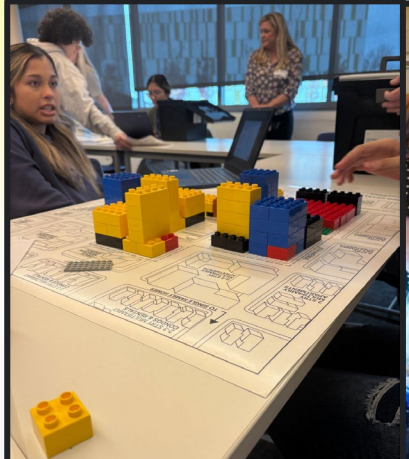
Project Origin

Urban Studies











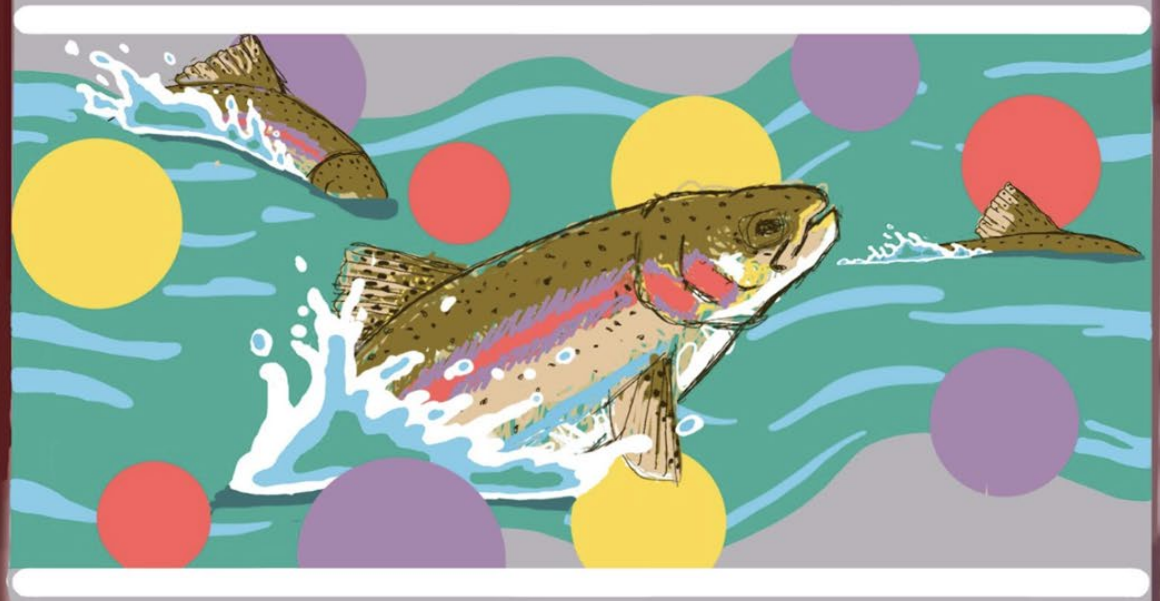
Process

Fieldwork — Ideating — Iterating

Contacting neighboring businesses — Applying for Grants — Research (MUTCD)

Contacting an artist — Narrowing down design — **Seeking approvals**

Design



Yoga Story
Stop Bar
Crosswalk Mural
Flexible Bollard
Speed Cushion

How our design will impact the community

- Safety
- More pedestrian-oriented infrastructure
- More art in the Downtown Bentonville area, highlighting the nearby businesses

Bike/Pedestrian Master Plan Alignment

- "Well-designed pedestrian infrastructure makes people more visible to cars, and vice versa"
- "Intersection pavement markings designed to improve visibility, alert all roadway users of **expected behaviors** , and to **reduce conflicts** with turning vehicles are critical to establishing a **safe** and comfortable network."

MUTCD Alignment

Any questions? Ask away!

From: noreply@civicplus.com
To: Shelli Kerr
Subject: Online Form Submittal: Public Art Proposal
Date: Wednesday, April 30, 2025 9:10:02 AM

Public Art Proposal

Proposal for Public Art

Type of Proposal	Unsolicited Proposal
Date	4/30/2025
Is the project a collaboration among multiple artists?	Yes
Is the project curated by someone or an organization other than the artist?	Yes

1) ARTIST INFORMATION

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

Name	Seth Stewart
Address	1426 Riley Circle
City	Alma
State	AR
Zip Code	72921
Email Address	[redacted]
Phone Number	[redacted]
Upload artist resume / CV	Copy of Artist Resume - Google Docs.pdf
Artist portfolio	Seth Stewart Artist Portfolio - Google Docs.pdf
Artist website	riverrootcraftwork.com

2) CURATOR CONTACT INFORMATION

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

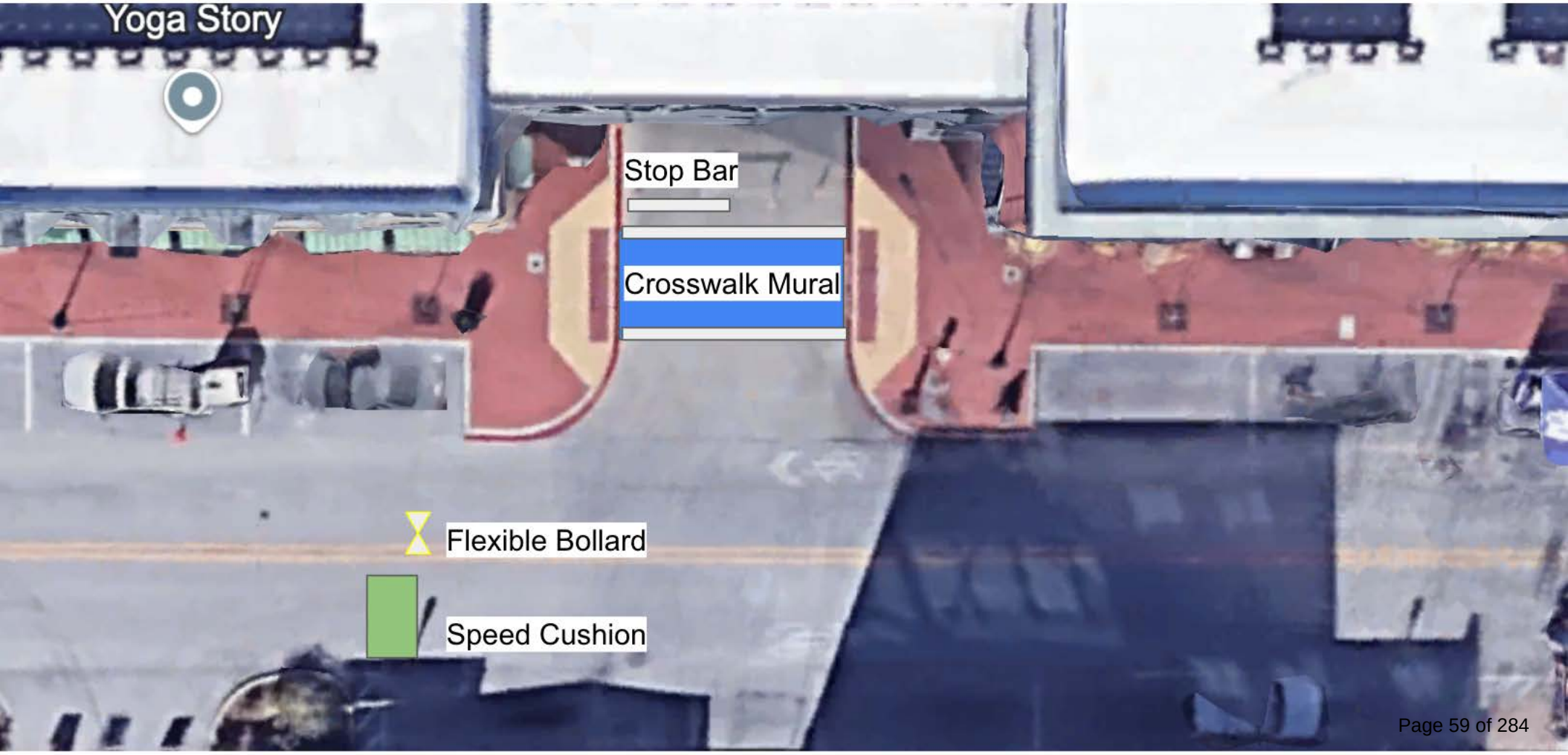
Name	Sam Slaton
Title	Chair of Community-Based Learning Program
Organization Name	Thaden School
Street Address	800 SE C Street
City	Bentonville
State	AR
Zip Code	72712
Email Address	sslaton@thadenschool.org
Phone Number	[redacted]
3) ARTWORK DETAILS	
Title of artwork	Trout Crosswalk Mural
Medium	Concrete stain
Height	10
Width and depth	24
Can the artwork be scaled smaller or larger?	No
Description of artwork	A crosswalk mural with three trout in water. This artwork is meant to give a sense of flow between the three businesses adjacent and across the street to the location. With the use of calm colors and culturally important fish, we hope to make this area safer for people walking and driving. We want people at Onyx to flow within the crosswalk down our sidewalks and into new adventures. We also want to add the trout because they are an important part of our state ecosystem and because the mural is located directly across the street from Flying Fish.
Upload description of artwork	*Field not completed.*

Upload image of artwork	IMG_0756.jpg
4) INSTALLATION AND MAINTENANCE	
Is the proposal for temporary or permanent display?	Permanent
If temporary, what is the requested display period?	Not applicable
Is the artwork already complete?	No
If yes, artwork is complete, is it currently on display?	Not applicable
If artwork is currently on display, when will it be available?	*Field not completed.*
If no, artwork is not complete, how much time is needed for fabrication?	1-2 months
Is the artwork best suited for indoor or outdoor display?	Outdoor
Is a foundation required to install the artwork?	No
If a foundation is required, indicate the size and shape needed.	*Field not completed.*
Does the artwork require access to electricity?	No
Does the artwork require access to water?	No

What is the life expectancy of the artwork?	3-6 years
Are there any special maintenance needs for this artwork?	No
If there are maintenance needs, please describe here.	*Field not completed.*
5) BUDGET & FUNDING	
(a) Material costs	1,500
Describe materials costs.	Concrete stain and materials to paint with.
(b) Production costs	n/a
Describe production costs.	n/a
(c) Installation costs	n/a
Describe installation costs.	n/a
(d) Total fabrication budget	1,500
(e) Artist's fee	0
(f) Travel costs	0
(g) Total budget	1,500
What is the planned funding for this proposal?	Fundraising required.

Email not displaying correctly? View it in your browser.




Yoga Story
Stop Bar
Crosswalk Mural
Flexible Bollard
Speed Cushion

Seth M. Stewart
1426 Riley Cir.
Alma, AR 72921
(501) 478-5726
artduchamp2207@gmail.com

EDUCATION

Arkansas Professional Pathway to Educator Licensure (APPEL)

K-12 Art Teacher Licensure - Conferred 2019

University of Arkansas Fort Smith

Bachelor of Arts in Studio Art / Minor in Philosophy - Conferred 2016

SHOWS AND PUBLIC PIECES

Mural Work - *Pine Bluff, Mena, Fort Smith, Bentonville, Rogers 2015-24*

Unexpected - *International Mural Festival in Fort Smith AR. 2015*

Group shows - *Van Buren CAE show 2015, Mena Art Shows 2014*

ART TEACHING EXPERIENCE

Old High Middle School - *Art Teacher*

AUGUST 2019 - MAY 2024

- 5th and 6th Grade
- Art shows, Competitions, School Projects

North Little Rock Middle School - *Art Teacher*

AUGUST 2017 - MAY 2019

- 7th and 8th Grade
- Art shows, Competitions, School Projects

PRESS AND PUBLICATIONS

Bentonville Moves Coalition - *2024*

https://www.bentonvillemoves.org/mini-grants

Arkansas Democrat Gazette - *2016*

https://www.arkansasonline.com/photos/2016/jan/29/446902/?=/&subcategory=140%7CCooking

AWARDS AND GRANTS

Bentonville Moves Coalition Grant - *2024*

Seth M. Stewart
1426 Riley Cir.
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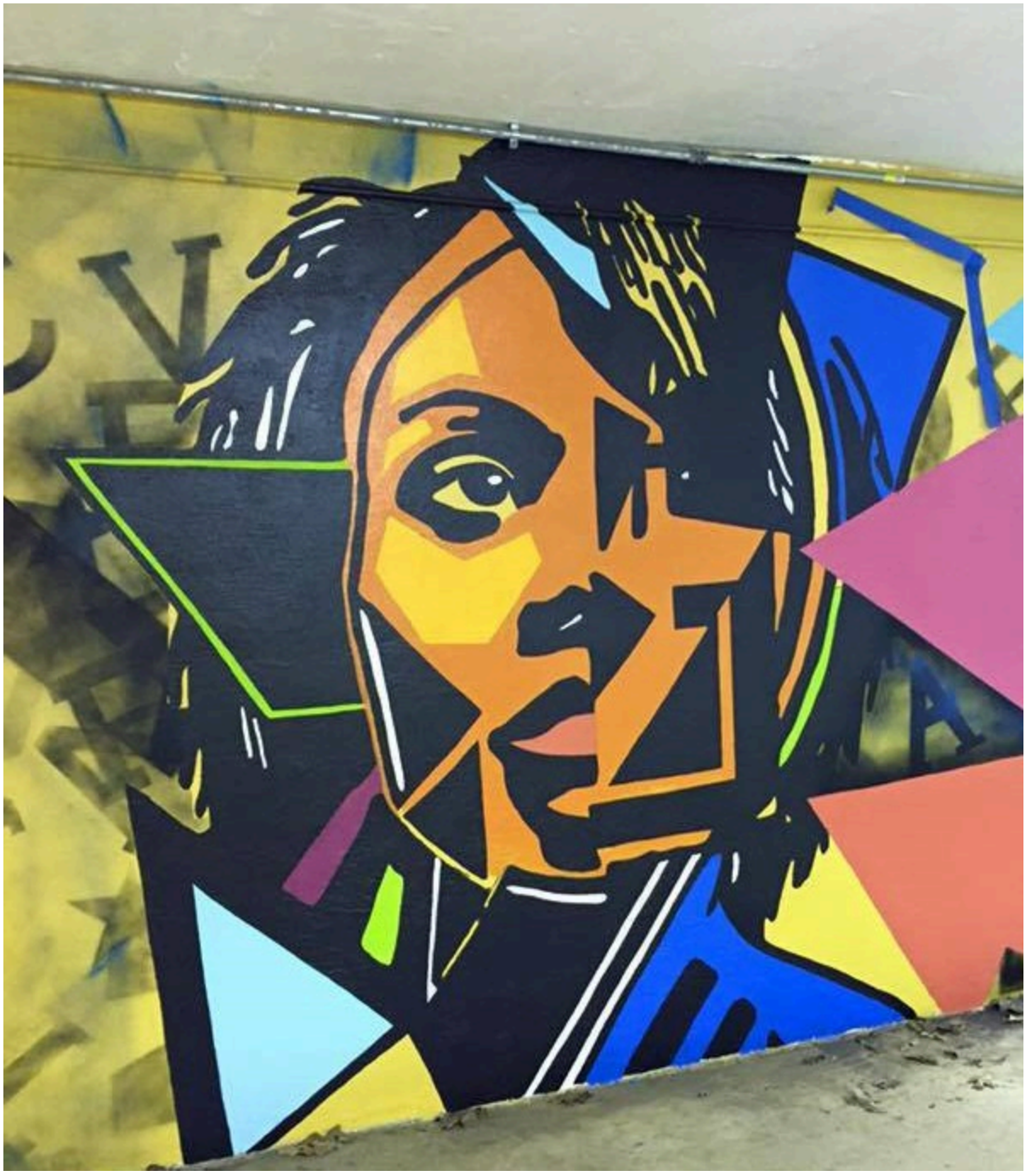
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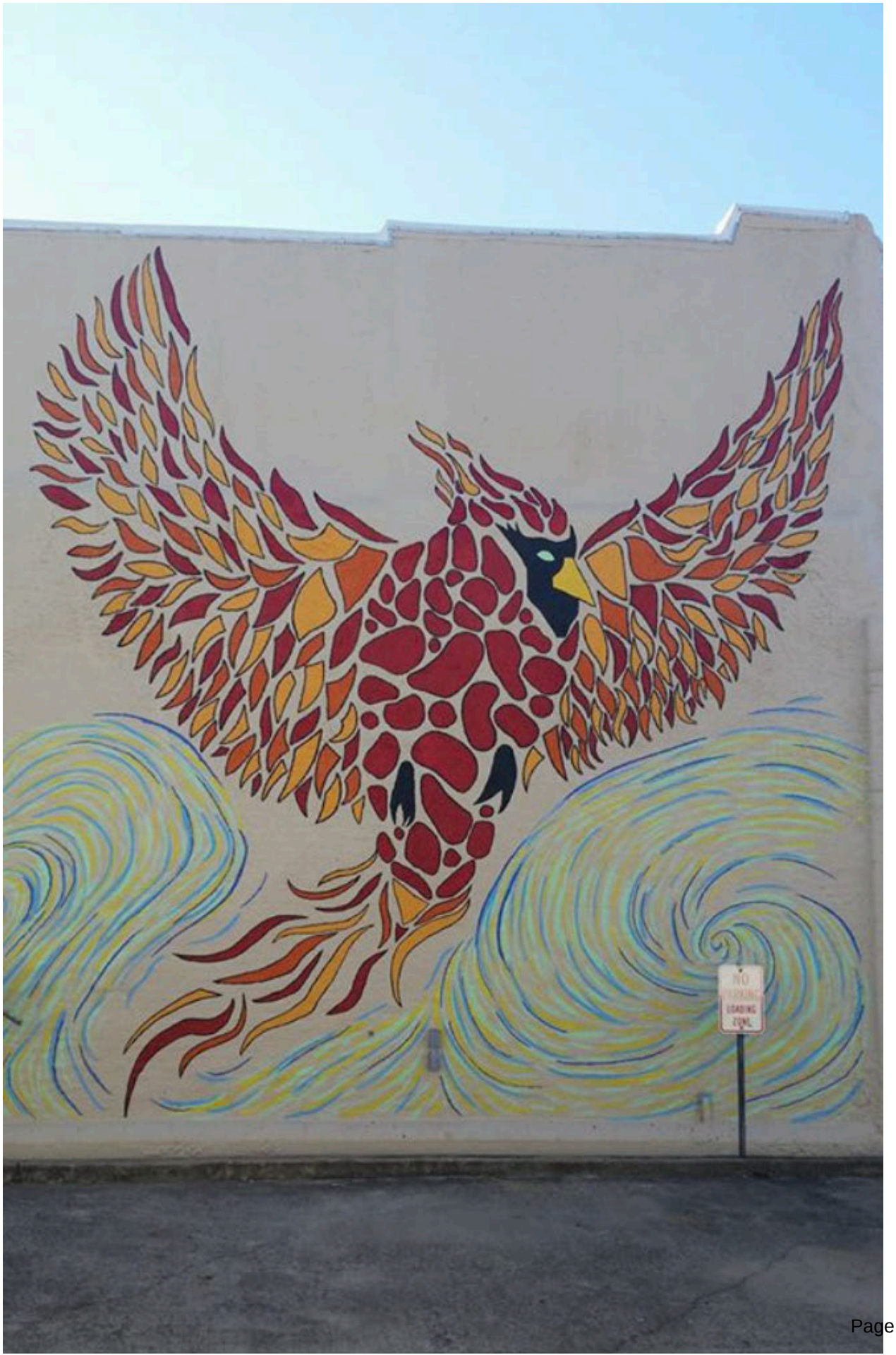
https://www.arkansasonline.com/photos/2016/jan/29/446902/?=/&subcategory=140%7CCooking

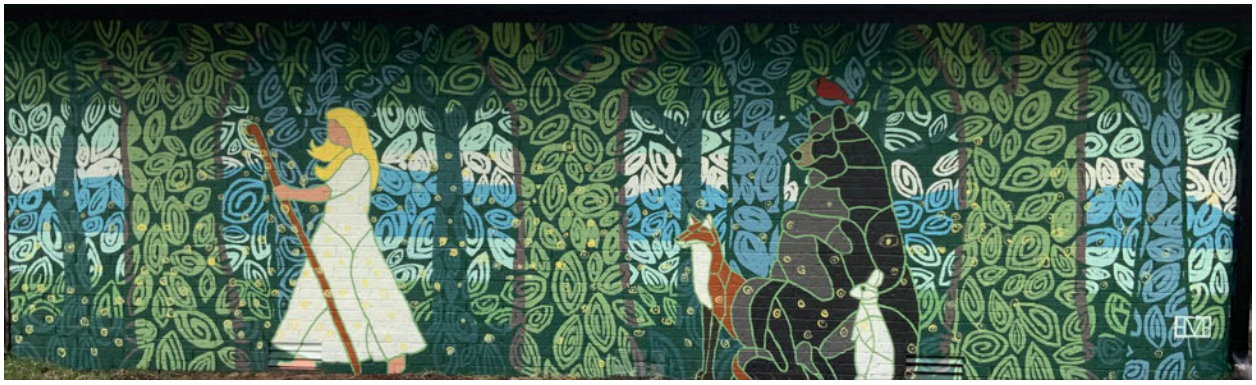
AWARDS AND GRANTS

Bentonville Moves Coalition Grant - *2024*









Trout Crosswalk Mural by Seth Stewart
Curated by Thaden School Students

THIS AGREEMENT IS ENTERED INTO BY AND BETWEEN THE **CITY OF BENTONVILLE, ARKANSAS**, (HEREINAFTER THE "CITY"), AND **THADEN SCHOOL** (HEREINAFTER "CURATOR") FOR ***TROUT CROSSWALK MURAL*** (HEREINAFTER "ARTWORK") BY SETH STEWART TO BE INSTALLED TEMPORARILY ON PUBLIC PROPERTY AS A CROSSWALK BETWEEN 100 AND 110 NW 2ND STREET (HEREINAFTER "SITE").

WHEREAS, the City Council of the City of Bentonville has established the importance of integrating public art into the daily lives of the citizens of Bentonville by adopting a Public Art Policy with Ordinance No. 2013 – 40 on May 14, 2013;

WHEREAS, the Curator submitted an unsolicited proposal and followed the standard review process to request installation of artwork on public property; and

WHEREAS, the Public Art Advisory Committee, Traffic Safety and Signage Committee, and City Council have approved the Artwork and Site.

NOW, THEREFORE, in consideration of the above-stated premises and subject to the conditions hereinafter set forth, the City and Curator agree as follows:

Sec. 1 Curator's Obligations

(a) The Curator shall perform all services and furnish all supplies, materials, and/or equipment as necessary for the design and fabrication of the Artwork at the Site in accordance with the specified schedule. Services shall be performed in a professional manner and in strict compliance with all terms and conditions of this Agreement.

(b) The Curator shall ensure that the Artwork is installed per the approved design in accordance with *Sec. 3 Design*.

(c) The Curator shall install the Artwork by the scheduled installation date and as provided in *Sec. 5 Installation*.

(d) The Curator shall be solely responsible for all expenses necessary for the performance of this Agreement, including design, fabrication, installation and any cost overruns, as provided in *Sec. 7 Compensation*.

(e) The Curator shall provide the City a written description of the manner in which the Artwork will be installed, including a statement of details addressing any preparatory work needed for the Site.

(f) The Curator shall secure any and all required licenses, permits, and similar legal authorization at the Curator's expense as may be necessary for the installation and maintenance of the Artwork at the Site.

(g) The Curator shall arrange for the installation of the Artwork in consultation with, and at the direction of, the City. If the Curator does not install the Artwork themselves, the Curator shall supervise and approve the installation.

(h) The Curator shall provide a maintenance manual with a description of all materials and products utilized in the

Artwork and the required care and upkeep.

(i) The Curator shall provide photographic documentation of the Artwork during and after installation.

(j) The Curator shall provide a written narrative for the Artwork, including visual details (form, size, colors, textures), material (medium, construction techniques) and the Artist's intentions (goal, purpose, theme, message, impact) for the Artwork.

(k) The Curator shall be available with reasonable advance notice for meetings, ceremonies and the like, as necessary.

Sec. 2 City's Obligations

(a) The City will be responsible for providing the Curator copies of existing designs, drawings, reports, list of permits, and other existing relevant data, if any, which is needed by Curator in order to perform.

(b) The City will prepare the Site in accordance with the specifications detailed in the approved design concept in *Sec. 5 Installation*. If agreed, subject to available funding, the City shall be responsible for all expenses to prepare the Site for the timely installation of the Artwork. The City shall complete the Site preparations by the scheduled installation date as provided in *Section 5 Installation*, subject to unavoidable delay, or will contact the Curator in writing to inform him or her of any delays.

(c) The City will provide and install a plaque on or near the Artwork containing a credit to the Curator and date of installation.

Sec. 3 Design

(a) *Approved design.* The Curator submitted the design through an unsolicited proposal. The design as approved by City Council is attached as *Exhibit A: Approved Design*. The Curator shall install the Artwork in conformity with *Exhibit A: Approved Design*. No deviations, however minor, are allowed without prior consent by the City.

(b) Revised design.

1. *Written request.* Prior to the execution of any change in the approved design, Curator shall present proposed changes in writing to the City for further review and approval. The Curator must provide a detailed description of any changes in the artistic expression, color, rendering, design, dimensions, or materials of the Artwork that are not permitted by nor in substantial conformity with the already approved design. Such notice will also include a detailed description of any additional costs that may be incurred or changes in the budget. A change is any change which affects creation, design, installation, scheduling, site preparation, or maintenance of the Artwork or the concept of the Artwork as represented in *Exhibit A: Approved Design*.

2. *Approval.* If the City approves the changes, the City will promptly notify the Curator in writing.

3. *Disapproval.* If the City disapproves of the changes, the City will promptly notify the Curator in writing and the Curator shall continue to fabricate the Artwork in compliance with this Agreement.

Sec. 4 Location

The Artwork shall be installed as a crosswalk on the pavement of public property between 100 and 110 NW 2nd Street

as shown in *Exhibit B: Location Map*.

Sec. 5 Installation

(a) *Timeliness*. The Curator is responsible for installing the Artwork no later than October 2025. The Curator will confer and coordinate with the City to ensure timeliness and will schedule the installation on a date and time mutually agreeable to Curator and City. Curator shall not install the Artwork until authorized to do so by the City.

(b) *Conformity.* The Curator shall install the Artwork in conformity with the final approved Design in accordance with *Sec. 3 Design*. The Curator shall not deviate from the approved design without written approval of the City in accordance with the process outline in *Sec. 3 Design*.

(c) *Site preparation.* The Curator will coordinate closely with the City to ascertain that the Site is prepared to receive the Artwork.

1. The Curator shall be required to inspect the Site prior to the installation of the Artwork and shall notify the City of any adverse Site conditions that would affect or impede the installation of the Artwork.
2. The City shall promptly notify the Curator of any delays impacting installation of the Artwork.

(d) *Supervision.* The Curator shall be present to supervise the installation of the Artwork.

(e) *City inspection.* The City shall have the right to review the Artwork at ant time during the installation.

(f) *Findings of nonconformity*. If the City, upon review of the Artwork, determines that the Artwork does not conform to this Agreement, the City may take any steps necessary to bring the Artwork into compliance.

1. *Notice*. The City will make a diligent, good faith attempt, to notify the Curator, in writing, of the deficiencies.
2. *Correction.* The Curator shall promptly correct the deficiencies and will notify the City in writing of completion of the correction. The City will promptly review the Artwork.
3. *City Action*. If the Curator fails to bring the Artwork into compliance with this Agreement, the City may remove the Artwork or utilize other methods to bring it into compliance.
4. *Removal.* The Curator expressly acknowledges and accepts that removal or correction of the Artwork may damage said Artwork.

Sec. 6 Completion and Acceptance

(a) *Notification.* The Curator shall notify the City in writing when installation of the Artwork has been completed.

(b) *Inspection.* The City shall inspect the Artwork within ten (10) business days after receiving notification pursuant to paragraph (a) to determine that the Artwork conforms with the Design and this Agreement.

(c) *Deficiencies.* In the event that the City determines that the Artwork deviates from the Design, the City will identify such deviations in writing after examining the Artwork. The written notice shall indicate the number of days to make the necessary adjustments. The Curator shall not be penalized for any delay in the delivery and installation of the Artwork to the Site unless the Curator has willfully deviated from the Design without the prior approval of the City. The Curator shall be responsible for any expenses incurred

in correcting such deviation.

(d) *Notice of Acceptance*. In a determination of conformance, the City will promptly notify the Curator of its final acceptance of the Artwork pursuant to paragraph (b) above. The effective date of final acceptance shall be the date the City submits written notice to the Curator of its final acceptance of the Artwork. The final acceptance shall be understood to mean that the City acknowledges completion of the Artwork in compliance with this Agreement and confirms that all services as required of both Parties by this Agreement prior to paragraph (c) of this section have been completed.

(e) *Ownership.* Upon written acceptance of the installation, the Artwork shall be owned by the City for all purposes including *Sec. 8 Risk of Loss* and *Sec. 9 Ownership and Intellectual Rights*.

(f) *Refusal*. If the Artwork is not in conformity with this Agreement, and deficiencies were not cured as prescribed herein, the City will refuse to accept the Artwork. If this occurs, the Curator acknowledges and accepts its responsibility to remove the Artwork, from the property of the City, within ten (10) business days of notice from the City of refusal. Any cost of removal is the responsibility of the Curator.

(g) *Photographic documentation.* Within ten (10) days after installation of the Artwork, the Curator shall furnish the City with the three digital, 300 dpi, JPG or PNG files, of the Artwork, labeled with the name of the Artwork and the date upon which the photograph was taken.

(h) *Maintenance instructions.* Within ten (10) days after installation of the Artwork, the Curator shall provide the City with written instructions for the appropriate maintenance and preservation of the Artwork along with product data sheets for any material or finish used. The Artwork must be durable, taking into consideration that the Site is an unsecured public space that may be exposed to elements such as weather, temperature variation, and considerable movement of people and equipment. Curator must ensure that all maintenance requirements will be reasonable in terms of time and expense.

(i) *Artwork Narrative.* Within ten (10) days after installation, the Curator shall provide the City a written narrative for the Artwork, including visual details (form, size, colors, textures), material (medium, construction techniques) and the Artist's intentions (goal, purpose, theme, message, impact) for the Artwork. The information provided may or may not be used on the City provided plaque, at the sole discretion of the City.

Sec. 7 Compensation

The City shall **not** compensate the Curator for the Artwork. The Curator shall be solely responsible for all expenses necessary for the performance of this Agreement, including design, fabrication, installation, and any cost overruns.

Sec. 8 Risk of Loss

The curator shall bear the risk of loss or damage to the Artwork until the City's final acceptance of the Artwork under *Sec. 6 Completion and Acceptance*. The Curator shall take such measures as are reasonably necessary to protect the Artwork from loss or damage.

Sec. 9 Ownership and Intellectual Property Rights

(a) *Ownership*. Upon installation and final acceptance by the City in accordance with *Sec. 6 Completion and Acceptance*, the City shall become the owner of the Artwork and will be responsible for all maintenance of the Artwork thereafter.

(b) *Photographic Rights.* Curator hereby grants permission to the City to photograph and videotape and to authorize others to photograph and videotape the Artwork for any non-commercial use, including but not limited to, installation documentation, publicity of the Artwork, record keeping and additional non-commercial purposes such as among others, educational, public relations, and promotion of the arts.

Sec. 10 Display Period

The artwork is temporary with a display period of one (1) year from the date of final acceptance. However, the City reserves the right to have the Artwork removed, at the cost of the City, if it is deemed at any time to interfere with the City operations, if the Artwork creates a health or safety hazard, or should the Artwork significantly deteriorate prior to the end of the Display Period. The City may choose to leave the Artwork on display until such time it is determined that maintenance or repair is cost prohibitive.

Sec. 11 Removal of Artwork and Waiver of Damages

Curator hereby releases the City, its officers, agents, representatives, and employees and waives any and all rights to any and all claims for damages that Curator may have with regard to the City's removal of the artwork and related materials, equipment, and any other items associated and used in conjunction with the Site.

Sec. 12 No Security; Assumption of Liability and Waiver of Damages

Curator acknowledges and agrees that the City will not provide any security for the Artwork, and the City shall not for any reason be liable for any lost, stolen, or damaged Artwork and the related materials, equipment, or any other items associated and used in conjunction with the Artwork. Curator hereby releases the City, its officers, agents, representatives, and employees and waives any and all rights to any and all claims for damages, or otherwise, that Curator may have with regard to lost, stolen, or damaged artwork and related materials, equipment and any other items associated and used in conjunction with the Artwork and Site.

Sec. 14 Termination/Waiver of Damages

This Agreement may, at any time, be terminated for any reason upon five (5) days' notice to the other party. Should the City terminate this Agreement, Curator hereby releases the City, its officers, agents, representatives, and employees and waives any and all rights to any and all claims for damages, or otherwise, Curator may have with regard to the City's termination of this agreement, including without limitation, actual and consequential damages.

Sec. 15 Indemnification

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

Sec. 16 Governing Jurisdiction

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

Sec. 17 Default

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

(a) To immediately terminate this Agreement without any liability to the City as previously provided herein; and/or

(b) To require the immediate cessation of the set-up, operation and/or removal of the Artwork.

Sec. 18 Miscellaneous Provisions

(a) *No Third-Party Beneficiaries.* Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third-party beneficiaries by entering into this Agreement.

(b) *Assignment.* This Agreement is not assignable without the prior written consent of the City.

(c) *Notices.* Any notice provided or permitted to be given under this Agreement must be in writing and may be served by electronic mail, depositing same in the United States Mail, addressed to the party to be notified or by delivering the same in person to such party via a hand-deliver service. For purposes of notice, the addresses of the parties shall be as follows:

If to Curator, to

Sam Slaton
Thaden School
800 SE C St., Bentonville, AR 72712
501-831-5389
sslaton@thadenschool.org

If to the City, to:

Shelli Kerr, AICP
Comprehensive Planning Manager
City of Bentonville
305 SW A Street, Bentonville, AR 72712
479-271-6822
skerr@bentonvillear.com

(d) *Entire Agreement.* This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the mutual written agreement of the parties hereto.

(e) *Materiality*. Every provision of this Agreement is material and necessary to the Agreement as a whole.

(f) *Counterparts.* This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original. A separate signature will be deemed to constitute an original if properly executed.

(g) *Authority to Execute.* The individuals executing this Agreement on behalf of the respective parties below represent to each other that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

(h) *Binding Effect.* This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns, as allowed herein.

(i) *Severability*. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

(j) *Effective Date*. This Agreement shall go into effect on the date executed by the last of the undersigned

parties.

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

Curator:

Sam Slaton Thaden School	Date

City of Bentonville:

Stephanie Orman, Mayor City of Bentonville	Date

Approved as to Form and Legality:

Bonnie Bridges, Staff Attorney City of Bentonville	Date

DRAFT

EXHIBIT A:
APPROVED DESIGN

Thaden School Urban Studies Library Mural by Thaden School Students

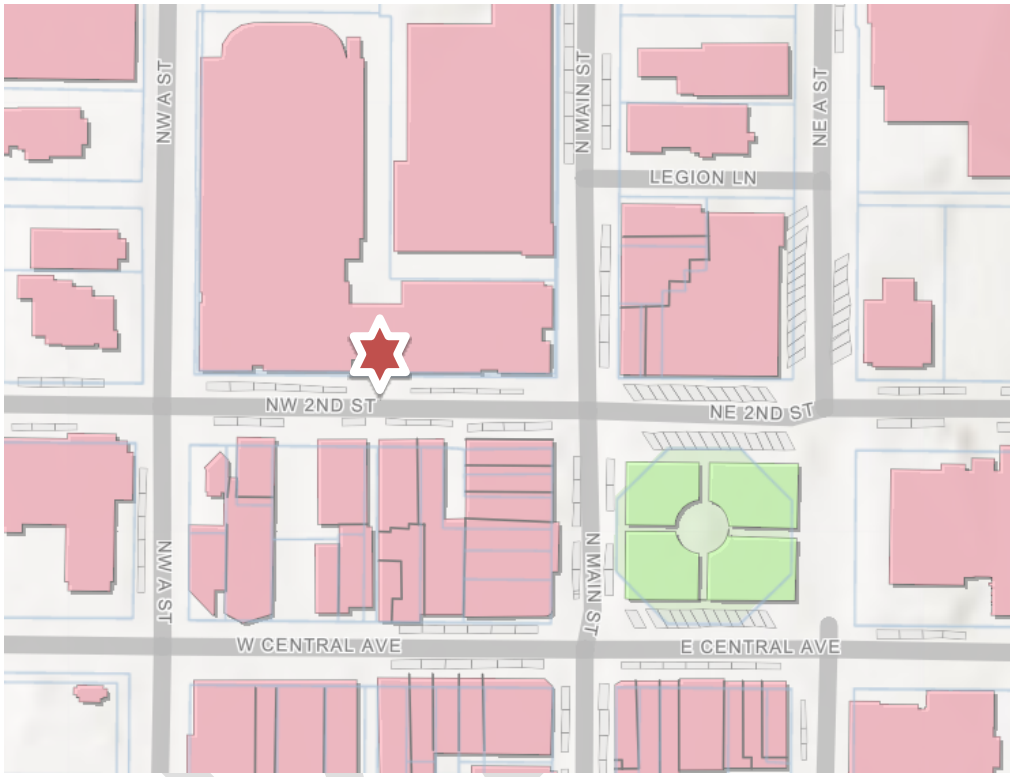
Title	**Trout Crosswalk Mural**
Artist	**Seth Stewart**
Medium	**Concrete Stain / Paint**

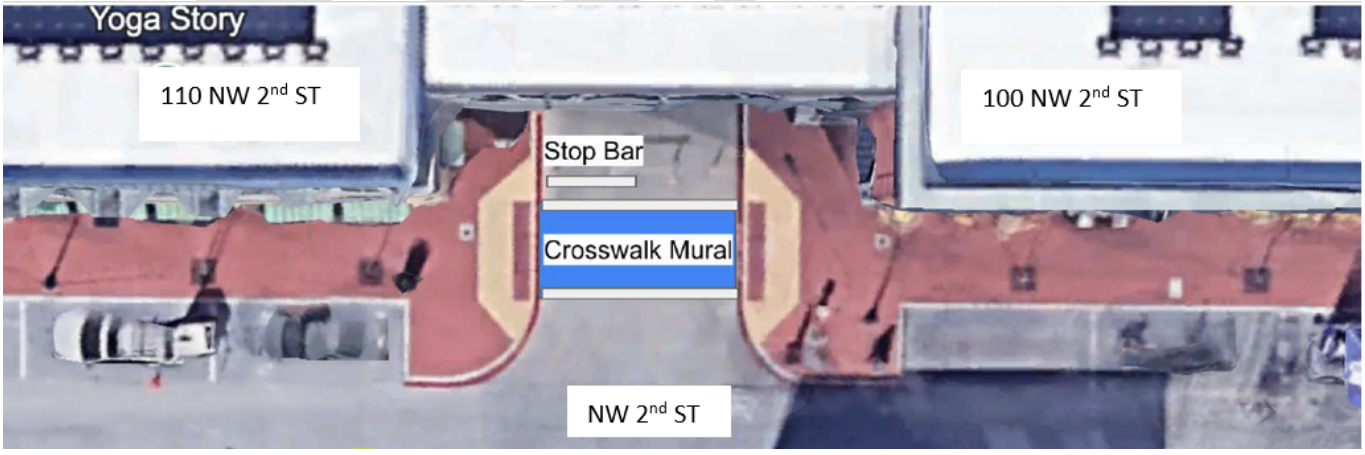
Artwork Image



EXHIBIT B:
LOCATION MAP

Trout Crosswalk Mural





RESOLUTION NO. _____

A RESOLUTION APPROVING THE INSTALLATION OF ARTWORK CURATED BY THADEN SCHOOL STUDENTS TITLED, "TROUT CROSSWALK MURAL", BY SETH STEWART FOR TEMPORARY INSTALLATION ON PUBLIC PROPERTY; AND FOR OTHER PURPOSES.

WHEREAS, the City Council of the City of Bentonville has established the importance of integrating public art into the daily lives of the citizens of Bentonville by adopting a Public Art Policy with Ordinance No. 2013 – 40 on May 14, 2013;

WHEREAS, the Public Arts Advisory Committee and the Traffic Safety and Signage Committee approved the proposed artwork at the proposed display location; and

WHEREAS, this artwork will be installed as a crosswalk between 100 and 110 NW 2nd Street.

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

Section 1: That the City Council of the City of Bentonville, Arkansas hereby approves the installation of artwork curated by Thaden School students titled, "Trout Crosswalk Mural" by Seth Stewart, for temporary installation as a crosswalk between 100 and 110 NW 2nd Street;

Section 2: That the project will be funded privately and there is no cost to the city;

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

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

PASSED and APPROVED this _____ day of _____, 2025.

APPROVED

_____
Stephanie Orman, Mayor

ATTEST:

_____
Malorie Marrs, City Clerk

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	7/22/2025	**Submitted By:**	Taylor Allen
Phone:	479-271-6822	**For Department(s):**	Planning
Email:	tallen@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Resolution Approving the 2025 Annual Action Plan for the CDBG Program
Action Recommendation & Justification:	Approval of the 2025 Annual Action Plan for the CDBG Program and authorization to enter agreements with subrecipients. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	The 25AAP establishes the program goals for the third year of the City's CDBG program. This annual plan furthers the strategic goals of the Amended Consolidated Plan approved by Council in April of 2025. The plan is available online at https://www.bentonvillear.com/1541/Community-Development-Block-Grant.
Amount for Approval:	$

Budget Impact

Is this Item Budgeted? ☐ **YES** ☐ **NO** ☐ **ITEM HAS NO COST** ☑ **OTHER:** Will be budgeted in 2026.

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: Mayor Stephanie Orman and Bentonville City Council
From: Planning Staff
CC date: July 22, 2025
RE: Approval of the Program Year 2025 Annual Action Plan

Request.

Approval of the 2025 Annual Action Plan for the City of Bentonville's Community Development Block Grant Program.

History.

In 2022, the City of Bentonville decided to re-enter the Housing and Urban Development (HUD)Community Development Block Grant (CDBG) program. The City was a CDBG entitlement city between 2004 and 2015.

Upon application to HUD, Bentonville was approved for a grant contingent on the submission and approval of the City's Consolidated Plan (CP) for the 2023-27 grant period. For each year of that period, an Annual Action Plan (AAP) must be submitted to HUD describing annual goals, community input and planned projects and project budgets. In 2024, HUD updated its rules regarding the submission of Annual Action Plans (AAPs), requiring that no plan be submitted before HUD released formal yearly allocations. On May 14, 2025, Bentonville was awarded with $296,575 for its Program Year 2025 allocation.

Program Status.

Following a substantial amendment for the CDBG program approved by HUD on May 6, 2025 and the reception of the 2025 annual allocation, staff has developed the proposed 2025 Annual Action Plan which is under consideration by Council. This AAP was developed with community input from a range of stakeholders, including program subrecipients, local nonprofits and businesses. The projects continue the priorities laid out in the City's Consolidated Plan, particularly public services and public improvements.

Individual project allocations are described in greater detail below.

PY25 Project Allocations.

Public Improvements – Sidewalk Project $243,255

Funds will be used for city staff to continue the sidewalk construction project along SE C Street which was initiated by the adoption of the 2023 Substantial Amendment to the Consolidated Plan. Funds will be used to pay for planning and design services, material acquisition, and construction costs.

Public Services - $43,320

The City will use its public services funds to support six local organizations to assist with childcare tuition assistance and outreach and assessment services for our homeless population.

- Funding for the Helen R. Walton Children's Enrichment Center will cover tuition costs of their transitional housing and childhood education program which will allow for free, high-quality, early childhood education, access to therapy, case management, and support services to mobilize the family to move out of poverty, creating a foundation for multi-generational change. ($10,000)
- Funding for the Northwest Arkansas Continuum of Care will assist with outreach and focus on the individuals/families who are experiencing homelessness within the city limits of Bentonville. Outreach staff will connect with individuals through word of mouth, identification through area partners including Salvation Army & the Bentonville Police Department. Individuals will be connected to resources such as emergency short-term shelter and food. ($8,320)
- Funding for the Boys and Girls Club After School and Summer Scholarship Program will be allocated by reimbursing the Boys and Girls Club for the scholarship funds for low-income children and their families. This allows their parent(s) to work and not have to worry about where their children are or how they are going to pay for childcare. ($10,000)
- Funding for the Sheep Dog Impact Assistance holiday meal program will support costs of providing delivery Thanksgiving meals and mental health educational materials and support to veterans, first responders and military personnel across Bentonville. ($5,000)
- Funding for the Sunshine School will assist in its free transportation program serving disabled and developmentally delayed children in Bentonville. CDBG funds will be used for vehicle maintenance and fuel supplies. ($10,000)

Administration - $10,000

The administration funding will be managed by city staff and used to pay for marketing and promotional materials about each program/project being funded, display ads for future Action Plans, CAPER, and Consolidated Plans. Any retained professional services eligible under HUD would be spent from the Administration fund. It will also cover any membership fees associated with the CDBG Program, general program-associated costs such as materials, travel for conferences and training seminars.

Next Steps

Following the approval by Council of the 2025 Annual Action Plan, staff will submit the AAP to HUD and await approval. Once HUD has approved the 2025 Annual Action Plan, the City will reach out to its subrecipient partners with notice of award for their applications and begin program initiation.



Community Development Block Grant (CDBG) Program

2025 Annual Action Plan

Prepared by:
City of Bentonville

To be Submitted to:
United States Department of Housing and Urban Development
Little Rock Field Office

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

This section presents the 2025 Annual Action Plan, the third year of the Consolidated Plan 2023-2027. The 2025 Program Year runs from July 1, 2025, through June 30, 2026. The Annual Action Plan provides a summary of actions, activities, and programs that will take place during the Program Year 2025 to address the priority needs and specific objectives identified in the Consolidated Plan PY 2023-27. For the 2025 program year, the City of Bentonville will receive $296,575 in Community Development Block Grant (CDBG) federal funds. The CDBG funding will be used to support activities which benefit very low, low and moderate-income persons. The CDBG funds will be used in conjunction with program income, carryover funds and other funding sources to complete programs and projects to further the goals and objectives of the Consolidated Plan. The Annual Action Plan presents the City's strategy for use of the CDBG funding to meet the objectives outlined in the Consolidated Plan for public services, public facilities and infrastructure improvements, and administration. The information will be presented in narrative form and table form in the Annual Action Plan. Finally, it states the manner in which the City of Bentonville intends to address other areas covered in the Consolidated Plan including barriers to affordable housing, coordination of resources, and program monitoring.

2. Summarize the objectives and outcomes identified in the Plan

The goals of Bentonville Planning are to provide decent housing, a suitable living environment and expanded economic opportunities for the city's low to moderate income residents. Bentonville Planning strives to accomplish these goals by maximizing and utilizing available funding resources to conduct housing and community development activities that serve our economically disadvantaged residents. By addressing need and creating opportunities at the individual and neighborhood levels, Bentonville Planning hopes to improve the quality of life for all residents. These goals are further explained as follows:

- Providing decent housing means helping homeless persons obtain appropriate housing and assisting those at risk of homelessness; preserving affordable housing stock; increasing availability of permanent housing that is affordable to low and moderate-income persons without discrimination; and increasing supply of supportive housing.
- Providing a suitable living environment that entails improving safety and livability of neighborhoods; increasing access to quality facilities and services; and reducing isolation of income groups within an area through de-concentration of low-income housing opportunities.
- Expanding economic opportunities involves creating jobs that are accessible to low- and moderate-income persons; making mortgage financing available for low- and moderate-income persons at reasonable rates; providing access to credit for development activities that promote

long-term economic and social viability of the community; and empowering low-income persons to achieve self-sufficiency to reduce generational poverty in federally assisted and public housing.

These objectives are:

Decent Housing - Assisting homeless persons obtain affordable housing; assisting persons at risk of becoming homeless; retention of affordable housing stock; increasing the availability of affordable permanent housing in standard condition to low-income to moderate income families; particularly those of disadvantaged minorities without discrimination on the basis of race, color, religion, sex, national origin, familial status, or disability; increasing the supply of supportive housing which includes structural features and services to enable persons with special needs (including persons with HIV/AIDS to live in dignity and independence); and providing affordable housing that is accessible to job opportunities.

Providing a Suitable Living Environment – The City will continue to improve the infrastructure in CDBG target neighborhoods determined to contain a significant population of low to moderate income households. In the past the City has used some of their CDBG funding for infrastructure improvements, including constructing and rebuilding sidewalks, and improving water sewer, and drainage to street standards in target low- income neighborhoods. The City will also assist public service agencies who serve the City's youth, seniors, special needs persons, veterans, persons and families in crisis and disabled persons who are deemed low to moderate-income. These services provide child- care assistance to enable parents to continue working, as well as other services requested that meet a very specific need of the low income. The City will also look to improve public facilities that will address the needs of the homeless, disabled, elderly, children, or low-income citizens.

Expanding Economic Opportunities - Availability of mortgage financing for low-income persons at reasonable rates using non-discriminatory lending practices; access to capital and credit for development activities that promote the long-term economic and social viability of the community; generational poverty in federally assisted housing and public housing. The three outcomes for these objectives are availability/accessibility, affordability, and sustainability.

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

Past performance of the City of Bentonville’s CDBG program indicates that the PY2025 Annual Action Plan must emphasize the timely expenditure of funds and renewed commitment to Bentonville’s community partners. Due to the delay in initiating PY2023 and the CDBG program as a whole, PY2024 projects began in February 2025 and remain ongoing and will continue until those funds are properly expended.

A substantial amendment to the 2023-2027 Consolidated Plan was approved by HUD on May 6, 2025. This amendment included changes to the five-year goals of the City, cancellation of two 2023 projects, and the reallocation of those funds to a new public improvement project (sidewalk installation). Due to the timing of this substantial amendment, there are significant portion of PR2023 funds that have not been spent, as they have been reallocated to a project that is beginning in the 2025 calendar year.

In evaluating the past performance of the city's CDBG program, it is clear that there have been delays in spending down the annual allocation due to the timeline of project initiation and the substantial amendment process.

Learning from the City's program initiation the City will take steps to ensure that PY2025 will begin program spending quickly after the approval of the Annual Action Plan. Steps in place to ensure that it is successful are:

- Drafting Subrecipient Agreements during the AAP approval period so they can be executed once the 2025 allocation is signed.
- Attaining a budget adjustment for the CDBG program once the 2025 allocation is signed so that there are no delays due to City Council approval.
- Engaging with community partners throughout the process and capitalizing on the relationships made during the community engagement period for the 2025 AAP.
- Continuing multi-year projects such as the sidewalk installation project begun in PY2023.

Most importantly in evaluating past performance of the CDBG program is recognizing that, as a new program, the steps taken by the City in initiating the CDBG program as a whole will continue to benefit and inform the City's approach to the subsequent program years, including PY2025.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

The City of Bentonville has a Citizen Participation Plan that details the public involvement process. CPP is available online at bentonvillear.com and encourages review and public input as a continuous process.

The City uses many individuals and agencies in the development of the Annual Action Plan. Opportunities for resident input begin at the earliest stages of crafting the Annual Action Plan. The City hosts a public hearing to collect information on community priorities and to update the public on the status of the CDBG program as a whole and what goals the City currently has in the Consolidated Plan. All input received allows the City to analyze and measure to determine housing, facility, and service needs with an emphasis on low- and moderate-income residents, the elderly, disabled, and homelessness. Current resources in the City are considered in determining how to meet these needs as well as gaps that might not be met by other resources. A public hearing is held where the public is

invited to offer comments and identify housing and community needs. The City encourages the residents of Bentonville to provide input into the Consolidated and Annual Action Plans by attending the public hearings or sending in their comments electronically.

Once the plan is completed, another public hearing along with a notice will be published advising these plans are ready for review. The final plans will consider and/or implement concerns and suggestions from residents, public agencies, and other interested parties. Beginning with the inception of the CDBG program final review and approval to the Consolidated Plan and Annual Action Plans will be made by the Mayor of Bentonville and the Bentonville City Council. Public comment is available at these meetings in addition to the public hearings that are held through the drafting process and comment period.

The first public hearing to gather input on community priorities for the 2025 Annual Action Plan was held on February 12, 2025. The City reached out to its current subrecipient partners asking them to publicize the meeting to their program members and participants. A second meeting was held on June 4, 2025.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

No comments were received during the initial comment opportunity at the first public meeting on February 12, 2025. At the second public meeting, on June 4, 2025, public comment was received that the city had a housing crisis and that more support was needed for lower income residents to access health needs. In light of that, the creation of the Annual Action Plan for 2025 relied on the feedback provided of community support needs, and comments previously submitted for the creation of the substantial amendment to Consolidated Plan, which emphasized the need for infrastructure, public facilities and affordable housing.

6. Summary of comments or views not accepted and the reasons for not accepting them

No comments were excluded.

7. Summary

The goal of the City of Bentonville in using their Community Development Block Grant funding is to improve the quality of life for low to moderate-income families, seniors, persons with special needs by funding public services that stabilize and enhance living conditions, and improve the living environment, safety and quality of life of low-moderate income residents through public improvements and investments.

Our outcomes will be measured by the number of persons and households served through each project.

In this Annual Action Plan, the City of Bentonville lays out its priorities for the 2025 Program Year beginning July 1, 2025. These priorities have remained consistent with the needs identified in the 2023-27 Consolidated Plan and the Consolidated Plan substantial amendment. The priorities are:

- Public Facilities and Improvements
- Public Services

Community needs and input have been collected in an ongoing process electronically and in public hearings.

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	BENTONVILLE	Bentonville Planning

Table 1 – Responsible Agencies

Narrative (optional)

The Bentonville Planning Department is the lead agency for administering the CDBG Program, facilitated by the CDBG Administrator. The CDBG Administrator reports to the City's Planning Director. The CDBG Administrator is also responsible for administering the programs covered in the Annual Action Plan. This includes development, implementation, monitoring and activities reporting. The CDBG Administrator uses city staff, residents, community and neighborhood organizations, and nonprofits for their insight and expertise on housing, service, and facility projects.

The Planning Director and his staff evaluate all CDBG infrastructure projects. The CDBG Administrator also conducts meetings and public hearings to encourage public comments and to receive resident views to establish priorities.

Consolidated Plan Public Contact Information

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CDBG Administrator
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Bentonville, AR 72712

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Shelli Kerr, Comprehensive Planning Manager, 479-271-3122, skerr@bentonvillear.com

Tyler Overstreet, Planning Director, 479-271-3122, toverstreet@bentonvillear.com

Stephanie Orman, Mayor, 479-271-5966, sorman@bentonvillear.com

AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

1. Introduction

The CDBG Administrator meets with government officials, those who deal with housing and service areas, and with nonprofits that are active in this area. During this development period, the City was able to get resident input through comment periods, public hearings, and stakeholder meetings. These organizations consisted of representatives of nonprofits, fair housing providers, community-based organizations, service providers, educational institutions, and government agencies.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))

During the development of the Consolidated Plan and subsequent Annual Action Plans, the City of Bentonville receives feedback and input from representatives of low-income advocacy groups, non-profits and service providers, homeless service providers, as well as other units of government through on-going yearlong feedback opportunities online through the CDBG Administrator, participation at public forums, etc. The City of Bentonville does not have public housing providers, so to ensure that there was good coordination with local organizations the CDBG Administrator sought out comment from local nonprofit organizations, especially those concerned with affordable housing, assistance to homeless populations, and childcare. The CDBG Administrator met with representatives of these organizations both in-person and virtually to consult on community needs, possible CDBG activities to serve low- moderate-income persons, and how the City of Bentonville policies impact service organizations and low- moderate-income residents.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The CDBG Administrator attended virtual community meetings hosted by the NWA Continuum of Care to discuss the 2025 Point in Time Count for the region. The CDBG Administrator spoke with the Executive Director of the NWA Continuum of Care to discuss the needs of chronically homeless populations such as veterans and the disabled. One particular challenge this year was the delay in data on the number of schoolchildren who were unhoused or in perilous housing situations (such as living with extended family members). One challenge for the 2025 Annual Action Plan is that the official Point in Time Count has not yet been released for 2025. A preliminary report on the Point in Time Count indicated that there are a total of 507 homeless persons in Northwest Arkansas, 259 of whom are unsheltered. This is a large increase from the Point in Time Count data from 2024, which reported 412 people experiencing homelessness. In addition to the preliminary Point in Time Count data, estimations on the number of homeless individuals have come from meeting with Bentonville Schools, which

monitors the number of homeless students, conversations with Board Members of the NWA Continuum of Care, and the Executive Director of the NWA Continuum of Care.

This consultation with the NWA Continuum of Care included discussions of how the City of Bentonville might partner with organizations addressing the needs of the homeless and what use CDBG funds might serve in the community through partnership with the NWA Continuum of Care or other organizations meeting the needs of the homeless community.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The City receives no ESG funds, but in the meeting with the Executive Director for the NWA Continuum of Care, a potential future partnership was discussed for the use of ESG funds to provide emergency rental support funding.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction’s consultations with housing, social service agencies and other entities

Table 2 – Agencies, groups, organizations who participated

1	**Agency/Group/Organization**	Northwest Arkansas Continuum of Care
	Agency/Group/Organization Type	Services - Housing Services-homeless
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The CDBG Administrator met with the Executive Director of the NWA Continuum of Care to discuss the needs of chronically homeless populations such as veterans and the disabled. One area that the Executive Director has noticed increasing over the past year is the number of people who are newly homeless. The greatest increase in these numbers comes from elderly individuals and youth (ages 18-24). The issue of wage stagnation in the area was also discussed; while the median household income in the Fayetteville-Springdale-Rogers Metropolitan Statistical Area has increased to over $100,000 in 2025, the Executive Director notes that individuals in lower income jobs are not seeing an increase in their wages, leading to the housing crisis that has been observed both by the NWA Continuum of Care as well as other community partners in Bentonville. This consultation with the NWA Continuum of Care included discussions of how the City of Bentonville might partner with organizations addressing the needs of the homeless and what use CDBG funds might serve in the community. The anticipated outcome of these meetings is the further advocacy for homeless populations in Bentonville, the importance of emergency shelter and transitional housing, and how Bentonville might provide CDBG funding for public services having to do with these high-risk populations.

2	**Agency/Group/Organization**	BOYS AND GIRLS CLUB OF BENTON COUNTY
	Agency/Group/Organization Type	Services-Children Regional organization
	What section of the Plan was addressed by Consultation?	Market Analysis
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Boys and Girls Club of Benton County was consulted throughout the creation of the 2025 Annual Action Plan, as the organization is one of the City's subrecipients for the 2023 and 2024 program years. The CDBG Administrator reached out specifically regarding community needs that the BGC has seen, how Bentonville might address those needs and support the work of the BGC, and what challenges the BGC has faced as an organization. The feedback provided indicated that one of the primary issues was inflation, as many families enrolled in the BGC program have struggled to pay for all their associated costs of living, including food and childcare. Another issue seen by the BGC is the gap between opportunities that low-income families have in regard to educational assistance like tutoring, prep for exams and field trips. The last main issue identified was early childhood education; services at the BGC start at six years of age but before that age range there are not many resources in the area in spite of how vital early childhood education is in determining educational and health outcomes. Anticipated outcomes of this consultation are a renewed investment in the BGC program to try and alleviate the costs of childcare for families struggling with increased costs of living and more long-term program investment in early childhood education. In the future, the CDBG program could facilitate connections between different community organizations so that families in need can be better referred to resources. While funding for the 2025 program year is limited by the public services cap, the City will consider facilitating more public hearings where multiple community partners can come together.

3	**Agency/Group/Organization**	HELEN WALTON CHILDREN'S ENRICHMENT CENTER
	Agency/Group/Organization Type	Services-Children
	What section of the Plan was addressed by Consultation?	Market Analysis Childcare
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The CDBG Administrator worked closely with the HWC through the development of the 2025 Annual Action Plan, as the HWC was a subrecipient for the 2023 and 2024 program years. The CDBG Administrator met specifically with the Director of Development to consult on community needs and priorities identified for the City of Bentonville as a whole and for HWC program participants. The feedback received was that a primary concern is the cost-of-living increases. The HWC serves families in need of transitional housing, offering tuition assistance for these families on a stepped scale so that those in need can access resources and build stability without losing supportive structures. It was discussed that the high price of housing was leading to more instability than before, including increased need for families at the federal poverty level to access housing programs. Increases in overall cost of living have also caused families at the HWC to request more support through their tuition program and seen an increase in use of the other support programs such as the HWC food pantry. It was not only the program participants that struggled in Bentonville's housing market, but also workers at the HWC that are being excluded from the city, moving further and further away from their work. The HWC expressed concern that they would face staff shortages due to the exclusionary housing market. Another need identified was more education in the community about available resources so that families in need could contact the HWC in times of crisis. An expected outcome of this consultation is investigating opportunities for community partners to come together to refer more households to the correct resources for their particular needs.

4	**Agency/Group/Organization**	HAVENWOOD, INC.
	Agency/Group/Organization Type	Services - Housing Services-Children Services - Victims
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Families with children Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The CDBG Administrator met with the Executive Director of Havenwood to discuss needs in the community and how CDBG funds might help community or organizational needs. The first topic of conversation was about the importance of affordable housing, as for Havenwood program participants (single mothers fleeing abuse or unstable living situations) the entry into unsupported living after graduation from the program was difficult as there was an affordability cliff within Bentonville that made attaining housing difficult. The need for some type of access to lower income residents to housing - rental or home ownership - was emphasized in that it was leading to program participants having to leave the area, including leaving jobs they attained while at Havenwood. Another aspect of community needs discussed was the difficulty in grant application and management for small nonprofits such as Havenwood, who may not have dedicated staff to grant management and reporting requirements, placing a large burden of bureaucracy on the reception of federal or state funds. It was also mentioned that this is a barrier for any program members trying to access public services, as they may have limited experience in navigating an application-heavy system. One final priority identified was the need for more mental health and abuse education in the community with private and public partners.

5	**Agency/Group/Organization**	Bentonville Schools
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Homeless Needs - Families with children
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The CDBG Administrator spoke with the Director of Federal Programs for the Bentonville Schools regarding community needs and the number of homeless youths in the school district. The Director provided the number of homeless children that the school district had recorded and spoke about the needs that children had for stable housing. The Director also spoke about the difference in classification between HUD and the school district on what qualified a child as homeless, explaining that the larger numbers reported by the schools were in part due to the schools counting doubled-up households and those in hotels as part of their homeless numbers. During this meeting, the need for affordable housing was a top priority, with housing and rental costs increasing and driving more people into at-risk housing situations or out of the Bentonville community. The Director did mention that there were programs in place for aiding families with food insecurity, but that housing stability was a concern for student families as well as school employees. Other needs discussed are the pressing need for mental health support in the community, particularly for students and children who do not qualify for the AR Kids program. While there is a general shortage of mental health professionals in the area, there are also high costs of accessing care. Outcomes of this consultation include renewed focus on the need to partner with local organizations addressing homelessness that may not qualify for aid under the Continuum of Care guidelines for assistance. Another projected outcome is advocacy for more mental health support in Bentonville schools and in partner community organizations.

6	**Agency/Group/Organization**	Micah 6:8 Initiative
	Agency/Group/Organization Type	Services-homeless
	What section of the Plan was addressed by Consultation?	Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The CDBG Administrator met with the Executive Director of the Micah 6:8 Initiative regarding community needs and the needs of the homeless population of Bentonville. The conversation centered on the need for homeless populations to have constructive uses of their time during the day, due to shelter limitations on when people could be in residence and how that might intersect poorly with job requirements. The Director spoke at length about the challenges in employment that homeless residents of Bentonville face while trying to attain stable housing, and the difficulties associated with shelter life (such as wait lists, stability, and hours of operation). Transportation was also identified as a high need, particularly public transportation options that could access areas in multiple cities, rather than being restricted to city limits. In a region such as Northwest Arkansas, low-income individuals may need to access community resources and support between cities (particularly between Bentonville and Rogers), and currently the most accessible option (Ozark Regional Transit) drops individuals at the Northwest Arkansas Community College if they are traveling between cities, creating long travel times and difficulty accessing supports. An anticipated outcome of this consultation is advocacy for the development of accessible regional transportation solutions, both within Bentonville and with neighboring cities.

7	**Agency/Group/Organization**	Helping Hands
	Agency/Group/Organization Type	Services Regional Organization
	What section of the Plan was addressed by Consultation?	Market Analysis
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The CDBG Administrator met with the Executive Director of Helping Hands to discuss community needs, both those which are long-standing and those that have escalated in importance over the past calendar year. In that meeting, the rising cost of housing was identified as the major cause of the cost-of-living crisis that residents of Bentonville are facing. Despite the development of more homes and residential areas, very few of them are accessible to lower income individuals, and for those who are housed, rent increases can require them to move outside of city limits, where costs may be cheaper. In addition to direct housing costs, the Executive Director also indicated that increases in utility prices have impacted both renters and homeowners and applied economic pressure to low-income residents. An anticipated outcome of this consultation is the continued advocacy for affordable housing solutions for the City of Bentonville and the adoption of policies that allow for both affordable new development and support current residents to remain in place.
8	**Agency/Group/Organization**	For the Love NWA
	Agency/Group/Organization Type	Services Regional Organization

	What section of the Plan was addressed by Consultation?	Market Analysis Community Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The CDBG Administrator spoke with the Executive Direction of For the Love NWA, a nonprofit that exists to provide food to those in need, build community, and fight poverty. The most pressing needs identified in this conversation were the existence of food insecurity across multiple income levels, not only those considered traditionally impoverished, and how the rising cost of housing in Bentonville is exacerbating nation-wide cost of living problems being faced by LMI individuals. Other community difficulties identified in the consultation with For the Love were the barrier to information that many people who are newly in need of assistance face. When in crises, people may not be in the position to try to connect to many resources and groups that are dispersed throughout Bentonville and the region and can struggle with accessing support systems that are in place because there is no one central directory that people can use while in need. The other barrier to accessing supportive services is transportation, as some people and families in need cannot find reliable transportation within cities or between them. An anticipated outcome of this conversation is the emphasis on transportation system advocacy with local governments, both the City of Bentonville and our regional partners, to advance a focus on accessible transportation development.

9	**Agency/Group/Organization**	Habitat for Humanity NWA
	Agency/Group/Organization Type	Services – Housing
	What section of the Plan was addressed by Consultation?	Housing Needs Assessment Market Assessment

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The CDBG Administrator met with the Executive Director of Habitat for Humanity of Northwest Arkansas to discuss community needs and any difficulties that the organization has had in serving LMI individuals in Bentonville. In the consultation, housing needs were discussed as a main priority, as well as the effects of public transportation gaps in allowing LMI individuals to access work, school, and resources. One aspect of housing difficulty that Habitat for Humanity of NWA identified was the lack of flexibility in HUD guidelines that limit areas of potential housing development by Habitat for Humanity, particularly in areas such as maximum purchase price and market value. In a city such as Bentonville, where housing prices have continued to escalate at 16% year over year, program adjustments such as exemption status for high cost of living areas would allow more LMI individuals to access housing support. An additional aspect of community need discussed was the need for greater financial education and literacy among the population, particularly in those hoping to acquire housing. An anticipated outcome of this consultation is the advocacy to HUD for more program flexibility, and discussion with other community partners on educational opportunity development.

Identify any Agency Types not consulted and provide rationale for not consulting

No agencies were knowingly excluded from consultation.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Northwest Arkansas Continuum of Care	The top priority of the Continuum of Care's plan is the prevention of homelessness and the service of homeless persons and households. This aligns with the City's strategic plan which includes homelessness services and the prioritization of housing access and stability.
Bentonville Community Plan	City of Bentonville	The Bentonville Community Plan is the official comprehensive plan for the City of Bentonville. The Plan serves as a roadmap for the community as it grows and changes over time. Identified in the Plan are key areas of focus for growth and development over the next 10 to 20 years. The City's CDBG Strategic Plan overlaps with the Community Plan by laying out investment strategies for low-moderate-income residents to ensure that they are not overlooked as the Community Plan is developed and carried out.

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation
Summarize citizen participation process and how it impacted goal setting

The City of Bentonville has a Citizen Participation Plan that details the public involvement process. The CPP is available online at bentonvillear.com and encourages review and public input as a continuous process.

The City uses many individuals and agencies in the development of the Annual Action Plan. Resident participation starts with the development of the plan. All input received helps the City analyze and measure to determine housing, facility, and service needs with an emphasis on low- and moderate-income residents, the elderly, disabled, and homelessness. Then the resources that the City has are considered, as well as the programs and resources that community partners have that may help them to meet the needs discussed.

For the 2025 Annual Action Plan, there was an initial public hearing held on February 12 to discuss upcoming community priorities. Public notice was published in the local newspaper and online 15 days ahead of the meeting and notice was sent to community partners asking them to direct any interested members or beneficiaries to the meeting. A second meeting on the 2025 Annual Action Plan was held on June 4, following the release of Bentonville's HUD allocation and the adoption of the Substantial Amendment to the 2023-2027 Consolidated Plan. At the second meeting, a comment was submitted that there were unmet needs in the community, particularly in areas of affordable housing and community service support. A question was asked about potentially alleviating rising utility costs through CDBG funds, and the CDBG Administrator provided context that as the proposed utility vouchers would direct CDBG funds toward the city, the suggested project was ineligible.

The third public hearing will be held during the 30-day public comment period after the publication of the 2025 Annual Action Plan.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Newspaper Ad	Residents of Bentonville	No response	No response	No response	
2	Public Meeting 1	Bentonville Residents	No response	No response	No response	

3	Public Meeting 2	Bentonville Residents	Three attendees	One comment submitted asking about community needs for housing and health support, specifically rental assistance, one question received about a potential voucher program for utility costs.	Two comments were not accepted. The suggestion for a voucher program with CDBG funds alleviating utility costs was not accepted, as it would be ineligible to use CDBG funds to generate revenue for the city. The other comment not accepted was the suggestion for a direct rental assistance program, as direct tenant-based rental assistance is possible through CDBG-CV and in partnership with Housing Choice Vouchers. As Bentonville does not have a Public Housing Authority, this project	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
					suggestion was ineligible.	

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c) (1,2)

Introduction

The primary source of funding for the CDBG program comes from HUD, with allocation amounts made available annually. Other sources of funding can include program income from the City's CDBG projects, unallocated funds from prior program years, or additional private, state and local funds. For the City of Bentonville, all CDBG resources are those that are made available through the HUD allocation or program income and unallocated yearly funds, if applicable. In preparing the 2025 Annual Action Plan, the City took into consideration how to best utilize the resources available.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	296,575	0	0	296,575	593,150	Expected remainder of ConPlan calculated by multiplying the 2205 allocation by the two years remaining in the grant period.

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

No additional resources are available; the 2025 annual allocation is the only funding source for the 2025 program year.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

No publicly owned land or property is available for use in this plan.

Discussion

All funding for the 2025 program year comes from the annual allocation from HUD. There are no additional resources from previous years, nor are there funds available from private, state or local funds. Subrecipients may have additional funding sources available to them to contribute to individual projects, but those funds are not available to the City.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Public Facilities and Improvements	2023	2027	Public Facilities and Improvements	Census Tract Block Group 205.04	Low-Moderate Income Area Benefit, suitable living environment, public infrastructure, quality of life	CDBG: $243,255	Successful continuation and initiation of public service improvement projects, contractor agreements for labor or professional services, completion of planning services for any multi-year projects.
2	Public Services	2023	2027	Public Services	City of Bentonville	Public Services	CDBG: $43,320	Public service activities will be measured by a goal outcome of the number of people benefiting from Public Services funded by the City.
3	Administration	2023	2027	Administration	City of Bentonville	Administration	CDBG: $10,000	Oversight of the CDBG program, successful advertising and promotion, and retention of professional services on an as-needed basis for program performance.

Table 6 – Goals Summary

Goal Descriptions

1	**Goal Name**	Public Facilities and Improvements
	Goal Description	Funding will be used for public facilities, infrastructure, and public improvements in low-moderate income areas within Bentonville. Projects will focus on creating a suitable living environment for residents of these target areas through the installation of public improvements such as sidewalks, tree planting, street improvements, and quality of life improvements such as parking facilities and parks. This is not an exhaustive list and only serves as examples of the types of projects that may be completed with CDBG funds under this goal. Outcome indicators will come in the form of the percentage of completion for any public improvement projects initiated in this program year. The public facilities and improvements projects will be administrated by the CDBG staff in the City's Planning Department, with collaboration with other city departments and contracted professional and labor services.

2	**Goal Name**	Public Services
	Goal Description	Public services remain a core component of Bentonville's five-year Consolidated Plan, and the 2025 Annual Action Plan reflects that commitment. The City will partner with local organizations to provide direct services to the public ranging from homeless outreach to childcare. Specifically, the public service goals include: Childcare - Provided by collaboration with the Benton County Boys and Girls Club, the Helen R Walton Children's Enrichment Center, and the Sunshine School CDBG funds will go toward offsetting program costs and scholarships for children and families in need, providing cost-free transportation to low-income children with disabilities or developments delays. Mental Health support – Provided by the Sheep Dog Impact Assistance organization, CDBG funds will be used to support the holiday meals program to provide low-income veterans and first responders with free food as well as information and resources on mental health needs and services, focusing particularly on PTSD and depression. Homeless Services - Partnering with the NWA Continuum of Care, CDBG funds will go toward homelessness outreach, resource coordination, emergency supplies, transitional housing support, and community educational services.
3	**Goal Name**	Administration
	Goal Description	Funding will be used to cover costs associated with administering the Community Development Block Grant Program. These costs include supplies, training, educational/promotional materials about the program, as well as advertisements required in the newspaper. Administration funds will be used to retain professional services including but not limited to environmental review consultants and the retention of an environmental review officer, program consultation and planning services.

Projects

AP-35 Projects – 91.220(d)

Introduction

The City of Bentonville makes funding allocation decisions based on subrecipient applications, available resources, priority goals and community needs identified during the 2025 Annual Action Plan development process. All the projects the City will conduct will benefit low-moderate-income residents of Bentonville. All projects are contingent on the receipt of CDBG funds for the 2025 Program Year.

Projects

#	Project Name
1	Public Improvements – Sidewalk Project
2	2025 Boys and Girls Club of Benton County
3	2025 Continuum of Care
4	2025 Helen Walton Children's Enrichment Center
5	2025 Sheep Dog Impact Assistance
6	2025 Sunshine School
7	2025 Administration

Table 7 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The top priorities funded by the 2025 Annual Action plan are public improvements, public service childcare programs, and public service homelessness programs.

These priorities were selected from the priority goals expressed in the 2023 Consolidated Plan substantial amendment approved in May 2025 and in the consultation process for the 2025 Annual Action Plan. The public improvements goal and sidewalk installation project are part of a multi-year project initiated in the 2023 Consolidated Plan and Annual Action Plan.

Public services were another long-term goal of the City, and the projects included in the 2025 Annual Action Plan reflect that. Public services in this plan can be roughly broken down into two categories: those addressing childcare needs and tuition, and those helping the homeless population of Bentonville. Out of low- moderate-income clientele of the CDBG program, children and the homeless are two categories of vulnerable persons. Rising costs of childcare in the region are apparent in Bentonville, and a lack of affordable childcare impacts the learning and growth opportunities for children but also places economic hardship on the families who need these programs to allow parents to work and flexibility in their schedules. Supporting tuition for childcare activities benefits whole families, particularly those in

precarious situations financially. The projects targeting the needs of Bentonville's homeless population are vital because they serve some of the most vulnerable populations within city limits. Connecting homeless persons to immediate resources in addition to providing support for job training and education performs a two-pronged approach to serving the needs of the homeless: addressing current needs and providing a route to a more stable future and hopefully rehousing them.

The largest obstacle in funding these projects is the limits on public service spending. In Bentonville, a higher cap on public service spending would allow more money to go to programs working directly with high needs populations that have active projects embedded in the community. If there were to be a higher public services cap, more money could go directly to benefiting low-income children and the homeless with our current partners or open up opportunities for more community organizations to partner with the city. Currently, applications for public service programs mean that the pool of funding available is lessened with every new project the city funds.

AP-38 Project Summary

Project Summary Information

1	**Project Name**	Public Improvements – Sidewalk Project
	Target Area	Census Tract Block Group 2 205.04
	Goals Supported	Public Facilities and Improvements
	Needs Addressed	Suitable Living Environment and Public Improvements
	Funding	$243,255
	Description	Funds will be used to pay for the first phase of a sidewalk installation project in a low-moderate income target area, Census Block Tact Group 205.04. The site chosen for the sidewalk project is along the lower portion of SE C Street, connecting two blocks of a residential neighborhood and providing a safe walkway to all residents of the target area who travel through this neighborhood.
	Target Date	Funds will be used for the purchase of materials, labor, and professional planning and engineering services.
	Estimate the number and type of families that will benefit from the proposed activities	According to the LMI Block Group ACS Data, in Census Tract 205.04 there are 1,495 LMI residents. These residents may be distributed in different concentrations between households, but presuming a five-person per household trend, the planned sidewalk installation project would benefit 299 households.
	Location Description	The Census Tract 205.04 (geographic priority area one) is a primarily residential area bordering Bentonville's downtown.

	Planned Activities	Planning and engineering costs for the project. Utility adjustments (water, sewer, and electric). Acquiring project materials (concrete pipe, precast junction boxes, road overlay and more). Installation of delineation and barriers for pedestrian and bike safety. Installation of a crosswalk. Ramp improvements at 14th Street, a major city roadway.
2	**Project Name**	2025 Boys and Girls Club
	Target Area	City of Bentonville
	Goals Supported	Public Services
	Needs Addressed	Public Services
	Funding	CDBG: $10,000
	Description	This project will provide scholarships for youth in low-to-moderate-income families living in Bentonville who need access to affordable, quality afterschool/summer programming.
	Target Date	6/1/2026
	Estimate the number and type of families that will benefit from the proposed activities	20 individuals from low-to-moderate-income households.
	Location Description	2801 Walker Street Bentonville, AR 72712 is the address of Boys and Girls Club of Benton County (Bentonville Unit). Addresses of the families are not known at this time.
	Planned Activities	Funding low-income scholarships for children and youth enrolled in the Boys and Girls Club of Benton County. These scholarships provide afterschool and summer care, enabling personal development, learning, and workforce flexibility for their households.
3	**Project Name**	2025 Continuum of Care
	Target Area	City of Bentonville
	Goals Supported	Public Services

	Needs Addressed	Public Services
	Funding	CDBG: $8,320
	Description	The NWA Continuum of Care will contract with Diva & Dudes to do community outreach for this grant. When utilizing these funds, the outreach will focus on the individuals/families who are experiencing homelessness within the city limits of Bentonville. Outreach staff will connect with individuals through word of mouth, identification through area partners including the Salvation Army & the Bentonville Police Department. Staff will connect in person or via the phone (if a number is given), fill out an intake to determine income (zero) and homelessness status. Outreach will also determine immediate needs and assist people in getting into some type of emergency shelter. Resources will be connected. Outreach will also complete the assessment to get individuals on the By-Name list and to connect them with coordinated entry for potential housing opportunities. Funding will also be paid for administrative expenses for Continuum of Care staff, which will be included in the 20% administrative cap calculation.
	Target Date	6/1/2026
	Estimate the number and type of families that will benefit from the proposed activities	75 Homeless individuals
	Location Description	The outreach project will take cross across the city of Bentonville, to try and perform outreach to the highest number of eligible individuals.

	Planned Activities	Outreach staff will connect with individuals through word of mouth, identification through area partners including the Salvation Army & the Bentonville Police Department. Staff will connect in person or via the phone (if a number is given), fill out an intake to determine income (zero) and homelessness status. Outreach will also determine immediate needs and assist people in getting into some type of emergency shelter. Resources will be connected. Outreach will also complete the assessment to get individuals on the By-Name list and to connect them with coordinated entry for potential housing opportunities.
4	**Project Name**	2025 Helen Walton Children's Enrichment Center
	Target Area	City of Bentonville
	Goals Supported	Public Services
	Needs Addressed	Public Services
	Funding	CDBG: $10,000
	Description	CDBG funding will allow Helen R. Walton Children Enrichment Center to provide accessible high-quality early childhood education, access to therapy, case management, and support services to mobilize the family to move out of poverty, creating a foundation for multi-generational change by impacting both the parent (or grandparent/guardian) and the young child.
	Target Date	6/1/2026
	Estimate the number and type of families that will benefit from the proposed activities	An estimated four children will be recipients of tuition assistance.
	Location Description	309 NE J Street Bentonville, AR 72712 is the address of Helen R. Walton Children's Enrichment Center. Addresses of the families are not known at this time.
	Planned Activities	Funding the Helen Walton Children's Enrichment Center scholarships for low-income children, to aid in early childhood education, childcare for low-income residents and access to Helen Walton Children's Enrichment Center programs and activities.
	Project Name	2025 Sheep Dog Impact Assistance

5	**Target Area**	City of Bentonville
	Goals Supported	Public Services
	Needs Addressed	Public Services
	Funding	$5,000
	Description	Funding will support SDIA's holiday assistance program, where meals and gifts are combined with mental health resources and delivered as a support system to low-income veterans, military personnel, and first responders. CDBG funds will be used to support this program for Bentonville residents. CDBG funds will be used in collaboration with funding from other resources to provide for meals and meal distribution. The cost of the project total is estimated at $41,000.
	Target Date	12/31/2025
	Estimate the number and type of families that will benefit from the proposed activities	50 recipients from low to moderate income backgrounds, who are also veterans, military members, or first responders.
	Location Description	The project will take place across Bentonville, as it is a food delivery program.
	Planned Activities	Food and meal distribution.
6	**Project Name**	2025 Sunshine School
	Target Area	City of Bentonville
	Goals Supported	Public Services
	Needs Addressed	Public Services
	Funding	$10,000
	Description	This project will provide free transportation services to disabled children, allowing them to access resources, services, and medical care. The CDBG funding from Bentonville will be applied to vehicle maintenance and fuel costs.
	Target Date	6/1/2026

	Estimate the number and type of families that will benefit from the proposed activities	70 recipients, who will be children aged six weeks to six years of age who have disabilities or developmental delays.
	Location Description	Project will serve families across Bentonville.
	Planned Activities	Vehicle maintenance and fuel costs for transportation services.
7	**Project Name**	Administration
	Target Area	City of Bentonville
	Goals Supported	Administration
	Needs Addressed	Administration
	Funding	CDBG: $10,000
	Description	Administrative costs associated with delivering Bentonville's CDBG program.
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	No families will receive benefits from the Administration project, but all CDBG recipients will benefit from a well-run program.
	Location Description	City Hall, where the CDBG Administrator has an office, located at 305 SW A St, Bentonville, AR 72712
	Planned Activities	The Administration project funding will be used to pay for marketing/promotional materials about each program/project being funded, display ads for future Action Plans, CAPER, and Consolidated Plans. It will also cover any membership fees, training fees, or operational costs associated with the CDBG Program. Administration funds will be used to retain professional services including but not limited to environmental review consultants and the retention of an environmental review officer, program consultation and planning services, such as the preparation for future Consolidated Plans, and eligible planning and administrative activities.

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The City of Bentonville is part of one of the fastest growing regions in America, Northwest Arkansas. Northwest Arkansas is home to three Fortune 500 companies: Walmart, Tyson Foods, and JB Hunt Trucking. It is also home to the University of Arkansas, a recognized research institution of academic excellence. Beaver Lake provides swimming, boating, kayaking/canoeing, fishing, water sports, and hunting amenities with 487 miles of shoreline. Northwest Arkansas is also home to the Ozark Mountains and is becoming a global destination for bike riding.

The City has a well-developed community, expanding employment opportunities, supporting new and existing businesses, and enhancing neighborhood vitality, however, providing affordable housing is still a major need for Bentonville across the city.

While census data revealed tracts with low-income residents, as an exception entitlement city the concentration of low-income residents was low overall. For this reason, it was decided that projects addressing the needs of low-income residents across the city as a whole would serve more households, while remaining open to residents in lower income areas as well.

Geographic Distribution

Target Area	Percentage of Funds
City of Bentonville	100

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

The rationale for the priorities for allocating investments geographically is to meet the primary objective of the CDBG Program which is to benefit low-income and moderate-income residents per the Department of Urban and Housing Development's (HUD) standards. All activities funded will primarily benefit low- and moderate-income persons or household as a direct service or public improvements such as infrastructure and street improvements, creating a suitable living environment and increasing resident safety and quality of life.

Due to the nature of public improvement costs, the City's CDBG allocation is primarily targeted to Census Tract Block Group 205.04. This is due to project costs and funding limitations to undertake multiple public improvement projects across the city simultaneously. In future years, other geographic priorities will be considered in alignment with the geographic needs assessment made in the Consolidated Plan.

Funds allocated to the City of Bentonville as a whole are public service funds (capped at 15%) and

administrative funds (capped at 20%).

Discussion

The City of Bentonville will allocate all funding not used for administrative expenses to our low- and moderate-income residents.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

Through the City's consultation and outreach process for PY2025, affordable housing was regularly identified as a top community need. There are many residents who are being pushed out of Bentonville by high housing and rental costs, which impacts persons across the low- moderate-income spectrum. The need for affordable housing was discussed as being equally important to our very low-income residents, such as the homeless and at-risk population as moderate earners such as teachers, public servants and service industry workers.

The challenges faced by Bentonville are not unique among Northwest Arkansas but may be more distilled here than in other cities due to the quick rate of economic and population growth, which increases housing demand at a rapid rate. This rate of growth has decreased the number of houses available to low- and moderate-income households, driving housing prices for even modest homes to highly competitive figures. One challenge identified during the consultation period was that housing rehabilitation projects are more difficult to carry out as market forces incentivize lower income households to sell their properties rather than rehabilitate and remain in residence in their homes.

Solutions for the affordable housing need that can be addressed by CDBG funds include alleviating other costs for households through public services, such as childcare program support.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	0
Special-Needs	0
Total	0

Table 9 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	0
Rehab of Existing Units	0
Acquisition of Existing Units	0
Total	0

Table 10 - One Year Goals for Affordable Housing by Support Type

Discussion

The City continues to work on zoning reforms and incentives to provide an easier process to get more units built. However, it is difficult to control the affordability of those built. The City will use Community Development Block Grant (CDBG) to support those agencies that help keep our low-income residents in structurally sound homes that are warm, safe, and dry.

For the needs of homeless persons, Bentonville is partnering with the NWA Continuum of Care which provides resources for housing access to persons and households without homes or in perilous housing circumstances, such as couch surfing. The restriction on CDBG public services limits the amount of financial support the City of Bentonville is able to offer the NWA Continuum of Care.

AP-60 Public Housing – 91.220(h)

Introduction

There are no public housing facilities or a public housing office in the city limits of Bentonville. The City does not have current plans of seeking public housing within the jurisdiction.

A Community Development Corporation (CDC) is located within Bentonville. The CDC focuses on the HOME program and focuses on senior housing within the area. The CDC was formed in 1991 by the Bentonville / Bella Vista Chamber of Commerce. The City and the CDC are two separate entities, although the City is supportive of the work done by the CDC and of its mission.

Actions planned during the next year to address the needs of public housing

Bentonville will support organizations serving the needs of the low- and moderate-income households within the city, including services such as childcare support, support for job training for the homeless to exit shelters into transitional housing and homelessness outreach to connect that population with needed resources.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

Bentonville will perform community outreach educating residents on the importance of homeownership and the resources available to them, such as community programs that support home ownership such as the CDC located in Bentonville.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

There is no PHA in Bentonville.

Discussion

While there is not a Public Housing Authority and the city does not currently plan on developing one, Bentonville will leverage CDBG funds to support the development of quality living environments and to connect residents to community resources that may benefit them.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

The City of Bentonville continues its partnership with the Northwest Arkansas Continuum of Care to address the needs of the homeless. The NWA Continuum of Care includes a Board of Directors from multiple backgrounds from social workers to local developers all seeking to end homelessness and assist at-risk and unhoused persons in Northwest Arkansas. The NWA Continuum of Care conducted the last Point in Time count in January 2025. While official data has not yet been released, preliminary numbers indicate that there are 507 people experiencing homelessness in Northwest Arkansas, including 259 who are unsheltered. This is a large increase from the figures released from the 2024 Point in Time Count, which listed the number of homeless persons at 412. This headcount provides specific information regarding the various services and programs, a listing of the number of beds available, and the number, reasons and costs involved in housing the homeless as well as placement of the homeless. Specific subpopulations targeted include individuals and families who are chronically homeless, individuals and families at risk of homelessness, veterans and their families, individuals and families who are experiencing domestic violence, individuals living with HIV/AIDS and unaccompanied youth 18 through 24 years old.

There are several organizations in this area that serve families or persons who are homeless or at risk of becoming homeless, two of which include the Bentonville School District which collects numbers on students experiencing homelessness. The rate of homeless students is higher than the figures included in the Point in Time Count because it includes individuals who are at-risk, such as in hotels or couch surfing, rather than just those who are street or shelter based. The City consulted with the Bentonville School District homelessness representative while constructing the 2025 Annual Action Plan to learn what the most pressing issues facing this population were.

Another organization the City consulted was the Micah Initiative, which works with the local Salvation Army shelter to provide education and training services to Bentonville's homeless population. This work seeks to lift individuals from street and shelter-based housing into transitional and then full-time housing.

Currently, the Continuum of Care provides emergency shelters, transitional shelters and safe havens in Northwest Arkansas to meet the needs of our homeless. The Continuum of Care provides leadership, coordination, planning, and mobilization of resources to make homelessness rare, brief and nonrecurring in Northwest Arkansas. They will provide homelessness prevention and diversion, emergency, transitional and rapid rehousing, permanent supportive housing, case management, supportive services, and emergency response. The Continuum of Care has adopted a Coordinated Entry and Assessment-Based Housing Referral System that will maximize the housing resources by matching people to housing based on needs. They will continue to locate and engage individuals living on the

streets and encourage them to accept services, treatment, and housing.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

One continuing program for the City's CDBG program is outreach to homeless persons, particularly unsheltered ones, and connecting them with resources and housing. This project is carried out in partnership with the NWA Continuum of Care as a subrecipient and acts as an on-the-ground effort to contact homeless persons and learn about their needs, collect information regarding their individual situation including causes of homelessness and potential health issues, and provide them with immediate supplies as well as long-term support resources.

Addressing the emergency shelter and transitional housing needs of homeless persons

There is continued need for emergency shelter and transitional housing support within Bentonville. The City does not receive emergency shelter grants, but the importance of aid to persons who are either unhoused or are in at-risk housing situations is clear. One goal of the City's partnership with the NWA Continuum of Care is to more completely understand and address the needs of homeless persons in the City's community.

For the 2025 Annual Action Plan, the NWA Continuum of Care continues to be a main partner in addressing homelessness, including those in need of emergency shelter. As a main regional force to help unhoused persons, the NWA Continuum of Care has applied for CDBG funds for needs assessments.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The City of Bentonville does not have the expertise or staff support to fully address the needs of the homeless, which is why through the CDBG program the City will partner with local organizations who have the resources and experience to best help those in need. One critical way the City could better support organizations is to have more access to public services funding beyond the 15% cap.

In addition to financially supporting the organizations directly meeting the needs of the homeless, the City has a commitment to remaining informed on current data and homelessness issues such as

participating in the NWA Continuum of Care meetings, analyzing the Point in Time Count data, and engaging the Bentonville School District on their homelessness count for students and families who may not yet meet HUD's definition of homeless.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

The City is aware of how vital support structures are for at-risk individuals, particularly those discharged from service institutions or correctional facilities. Lacking a dedicated public service department for those needs, the City of Bentonville will continue to support the work of service organizations such as the Continuum of Care and the Micah Initiative that provide regional resource coordination and support for training and education. In the process of creating the 2025 Annual Action Plan and in carrying out the workplan laid out in the 2023-2027 Consolidated Plan, the City has remained supportive of its partner organizations and has tried to consider their needs while creating its yearly goals.

Discussion

The City has partnered with many organizations seeking to address homelessness or those in transitional housing.

Chief among those organizations is the NWA Continuum of Care, the primary agency for addressing the needs of homeless populations. The mission of the Continuum of Care is to coordinate resources to build a collaborative system that addresses core issues of homelessness and poverty. The NWA Continuum of Care is designed to help individuals (including unaccompanied youth) and connect them with services that such persons need to move into transitional and permanent housing, with the eventual goal of long-term stability. Broadly, the program is designed to help communities as a whole and plan strategically regarding the needs of homeless populations and improve coordination with local organizations and nearby communities so that the programs offered by the Continuum of Care can be specific to the unique situations faced by cities such as Bentonville.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

Barriers to affordable housing in Bentonville stem from a variety of sources, ranging from economic pressures driving low- moderate-income residents outside of city limits, lack of public investments in housing programs, lack of comprehensive public transportation systems connecting residents to job opportunities, focus on single family housing rather than multifamily units, the prevalence of housing utilized for investment rather than residency, and disparities in wealth between Bentonville's highest-earning populations and its lowest. Many of these barriers result from legislative policies, finance industry regulations and pre-existing socio-economic conditions of residents.

A particular barrier is the high rate of rental housing within Bentonville, with approximately 50% of the city's housing being comprised of renter-occupied homes. Rent prices can be volatile, reducing housing security. As an example, a market assessment by a private organization indicated that apartments priced at $1,000 through $1,500 make up the largest portion of the market at 49%, while those in the lowest price range of $500 through $700 are the lowest market share at 6%. According to this study. the average rent in Bentonville is $1,275 per month, which means for a household to not be rent burdened (paying more than 30% monthly income in rent) that household would need to make a minimum of $49,116 per year. At that rate, only residents with at least a moderate income would be able to afford the average rental housing.

Homeownership also faces particular challenges associated with affordability. That market study indicated that in 2025, average home prices listed in Bentonville increased past $500,000 and are over 196% more expensive than the average home cost in Arkansas as a whole. In evaluating the housing market, the CDBG Administrator noted that many houses listed for sale were listed at much higher prices than their last recorded sale, particularly smaller and older homes located in now-competitive areas.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

In 2023 the City of Bentonville created a housing affordability workgroup to identify possible solutions to remediate barriers to affordable housing that were identified. The role of the housing work group was to conduct a review of housing needs, availability, and affordability in Bentonville by:

a) Defining affordable housing, work force housing, and any distinctions between the two;
b) Analyzing the cost, availability, and application requirements for affordable and work force housing, both existing and planned in the City; and
c) Assessing the ways the City might have an effect on the availability, affordability, and application

requirements of affordable and work force housing.

Since then, the City has made regulatory and procedural changes. On April 9, 2024, the City adopted an ordinance establishing regulations that allow for cottage court developments. These have smaller lot sizes and smaller homes which help to reduce costs and streamline the development review process. On April 8, 2025, the City approved an amendment to the municipal code allowing for building permits to be issued prior to final plat approval (allowing early-builds), reducing the time and expenses of development and increasing housing supply to lower market prices. The City also approved the Future Land Use Map on February 12, 2025. During the public engagement period for the Future Land Use Map, feedback revealed affordable housing as a high priority. The Future Land Use Map plan includes several new land use categories that allow for higher density and mixed uses which will help to increase the variety and amount of housing supply.

Discussion:

Much work remains to be done, but it is clear that the path to affordable housing will come from a collaboration between city government, community advocacy organizations, private partners and civic input.

AP-85 Other Actions – 91.220(k)

Introduction:

Using the identified priorities determined within the 2023-27 Consolidated Plan and the 2025 Annual Action Plan, strategies will be implemented to meet underserved needs, reduce the cost burden placed on low- moderate-income residents, and enhance coordination between public and private organizations dedicated to serving low- moderate-income residents. The City will partner with other city agencies, regional and state agencies, fair housing advocates, service providers, lender, funders, and investors as needs for the CDBG program and the Bentonville community become apparent.

Actions planned to address obstacles to meeting underserved needs

The largest obstacle to meeting underserved needs is the 15% cap on public services. Bentonville is an exception city, meaning that the distribution of its low- and moderate-income populations is not as concentrated as other municipalities. Even data from the last census cannot fully represent the rate at which Bentonville continues to grow, and high rates of housing turnover reduce the concentration of low- and moderate-income populations. This limits many traditional CDBG activities that rely on area-based efforts to benefit these populations, but Bentonville's growth does not mean that there is no community need for the CDBG program. Instead, the necessity of city-wide programs becomes more apparent than ever. Many such programs are already being carried out by community partners such as our subrecipients, and low- and moderate-income residents of Bentonville rely on those support systems.

The cap on public service spending reduces the efficacy of Bentonville's aid to low- and moderate-income persons and households, placing more burden on public service providers and increasing the cost burden on families attempting to access services.

Another obstacle is the shortage of renter-specific housing activities in the CDBG housing regulations. Though there are activities such as rental housing subsidies and rental income loss projects, activities directly benefiting renters are still limited in comparison to housing rehabilitation, housing modernization and home ownership projects. In a municipality that is 49% renter-occupied, traditional approaches to incentivize homeownership are less effective. The implementation of more renter-specific activities under the CDBG program as a whole would have a deeply positive impact on communities such as Bentonville.

To address these concerns, Bentonville will remain in communication with HUD providing program feedback, participating in national surveys such as the recent proposed rules change by HUD, and engage local public and private partners on what types of activities can be funded by CDBG so that

program finances are most effectively utilized.

Actions planned to foster and maintain affordable housing

The City is taking action to foster new affordable rental and homeownership housing opportunities in Bentonville. The CDBG Administrator is working with the Planning Department and local public and private organizations to advocate for the development of affordable housing opportunities for the community through review process improvements and removing zoning barriers.

Actions planned to reduce lead-based paint hazards

The City of Bentonville does not currently have its own housing rehabilitation program. We will work with our local organizations to ensure that any rehabilitation projects they pursue meet the State and Federal requirements, making houses lead safe.

Actions planned to reduce the number of poverty-level families

Addressing the number of poverty-level families means a priority must be made to engage with low-moderate-income persons, including traditionally underserved communities such as immigrants, the elderly and those with disabilities.

Through the City's focus on public services, particularly those involving childcare, Bentonville will reduce the cost-burden families in poverty and ensure that parents can remain in the workforce. Childcare is one of the top rising costs nationally, and that is reflected in Bentonville as well. Providing support to public services conducting childcare aid means that costs are offset, and families do not have to make the choice between their children's safety and the potential of a lost income. Another area that Bentonville provides support through public services in the 2025 Annual Action Plan is its support for education and training opportunities for homeless individuals, providing them with a path out of poverty and economic improvement to become more stable in their living situations and personal circumstances.

Actions planned to develop institutional structure

The City of Bentonville is the lead administrative agency for the CDBG Program. The Mayor, Finance Department, and CDBG Administrator provide fiscal and regulatory oversight of all CDBG funding sources and their federal grant. The Administrator is responsible for seeing that all reports are submitted timely. These reports include HUD 272, Federal Cash Transaction Report, HUD2516 and 2516, Contract and Subcontract Activity, HUD 471, the Semi-Annual Labor Standards Enforcement Report, and Section 3, Summary Report. The Section 3 is submitted with the Consolidated Annual Performance Review (CAPER) each year. The City of Bentonville also acts as the final authority for the appropriation of funds for Annual Action Plan activities following recommendations to the Bentonville City Council. Within each of the funding areas where the City is partnered with a nonprofit agency, all activities will

be completed and managed with those agencies involved.

Actions planned to enhance coordination between public and private housing and social service agencies

A variety of public and private agencies collaborated with while developing the City's 2025 Annual Action Plan. This involved speaking with organizations that had initially participated in the construction of the Consolidated Plan as well as seeking out new partnership opportunities. Internally, City Department Heads, the City Council, Planning Department staff and the Mayor each have the opportunity to comment on the development of the Annual Action Plan during the approval and funding process. On the whole, the importance of collaboration is clear: with limited resources to fully address the priorities that were identified in the consultation process, the City must strengthen and utilize different agencies to best serve residents in need. These partnerships must not be for a limited time while the Annual Action Plan is being developed but be part of a continual engagement process throughout the program year and for all the years to come. The goal of each year must be to build upon the framework of the years before it.

Discussion:

The City of Bentonville has many needs facing its low- and moderate-income residents, from needed public services to affordable housing and childcare. The best route to serving these communities is to remain in close contact with residents and with public and private organizations dedicated to serving them. Given the limited City resources, partnerships are a core component of a successful CDBG program. Not only with subrecipients, but with a range of organizations that share a dedication to serving low- moderate-income families.

The City must also advocate federally with HUD for policy changes that account for a community that has a high percentage of renters and with such disparate low- and moderate-income populations. In an exception city such as Bentonville, the needs of lower income individuals are not lessened by their geographic distribution, if anything their needs are heightened by the disparity within the community. Bentonville must continue to advocate for whole-city solutions that can raise persons and households out of poverty and provide real opportunities for economic growth.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l) (1,2,4)

Introduction:

The City of Bentonville has no program income available, nor any section 108 loans.

Community Development Block Grant Program (CDBG)
Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	**0**

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	99.00%

For calculating the period of Overall Benefit, the three program years that will be considered are program years 2024, 2025 and 2026. The reason for selecting these years is that it provides time for the program to be initiated following the city's Substantial Amendment in the spring of 2025 and will more accurately reflect the benefit of the CDBG program over time.

RESOLUTION NO. _____

A RESOLUTION ADOPTING THE 2025 ANNUAL ACTION PLAN FOR PARTICIPATION IN THE HUD COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM; AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER AGREEMENTS WITH SELECTED SUBRECIPIENTS; AND FOR OTHER PURPOSES.

WHEREAS, the City of Bentonville will be seeking participation as an entitlement community in the Community Development Block Grant (CDBG) Program in Program Year 2025;

WHEREAS, an adopted 2025 Annual Action Plan is required for participation in the CDBG Program; and

WHEREAS, the Council approved the 2023-2027 Consolidated Plan requiring the submission of Annual Action Plans.

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

Section 1: That the 2025 Annual Action Plan, attached as Exhibit "A", is herein established by the City Council and is hereby adopted by reference as though it were copied herein fully in compliance for participation in the CDBG Program;

Section 2: That the Mayor and City Clerk are hereby authorized to enter into agreements with subrecipients as set forth in the 2025 Annual Action Plan;

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

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

PASSED AND APPROVED this ___ day of _____, 2025.

APPROVED:

_____
Stephanie Orman, Mayor

ATTEST:

_____
Malorie Marrs, City Clerk

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	7/22/2025	**Submitted By:**	Machele Bowen
Phone:	479-271-3110	**For Department(s):**	Electric, Water, Sewer, Wastewater, Public Works, Transportation, Engineering
Email:	mbowen@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 Amending the City Pay Plan Creating the Position of Public Works Executive Director
Action Recommendation & Justification:	Ordinance amending the City Pay Plan to create the position of Public Works Executive Director (exempt grade 40). No budget adjustment needed.
Additional Comments for Consideration (Optional):	This position will oversee operations for multiple city departments including Electric, Water, Sewer, Wastewater, Public Works, Transportation, and Engineering.
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):

CITY OF BENTONVILLE
2025 EXEMPT PAY RANGES

GRADE	FLSA STATUS	JOB TITLE		MIN	MID	MAX
32	E	PART-TIME MEDICAL DIRECTOR	HOURLY	28.85	28.85	28.85
			ANNUAL	60,008	60,008	60,008
33	E	ACCOUNTANT	HOURLY	27.92	37.74	47.55
33	E	AIRPORT MANAGER	ANNUAL	58,074	78,489	98,904
33	E	ASST PARKS MAINTENANCE MANAGER				
33	E	ASST STREET DEPT MANAGER				
33	E	ASST PW MAINT DEPT MANAGER				
33	E	ASST UTILITY BILLING MANAGER				
33	E	BIKE & PEDESTRIAN PLANNER				
33	E	CHIEF BUILDING INSPECTOR				
33	E	COMMUNICATIONS MANAGER				
33	E	ENGINEERING PROJECT MANAGER				
33	E	INVENTORY MANAGER				
33	E	IT APPLICATIONS MANAGER				
33	E	NETWORK ADMINISTRATOR				
33	E	PARKS PLANNER				
33	E	SENIOR LIBRARIAN				
33	E	SENIOR PLANNER				
33	E	STORMWATER COORDINATOR				
34	E	ACCOUNTING MANAGER	HOURLY	33.27	44.22	55.17
34	E	ANIMAL SERVICES MANAGER	ANNUAL	69,202	91,978	114,754
34	E	ASSISTANT HR MANAGER				
34	E	BILLING & COLLECTIONS MANAGER				
34	E	CHIEF COURT CLERK				
34	E	PARKS MAINTENANCE MANAGER				
34	E	PURCHASING AND COMPLIANCE MANAGER				
34	E	PW MAINTENANCE MANAGER				
34	E	RECREATION FACILITIES MANAGER				
34	E	STAFF ENGINEER				
34	E	STREET DEPARTMENT MANAGER				
34	E	SYSTEMS ADMINISTRATOR				
35	E	COMPREHENSIVE PLANNING MGR	HOURLY	34.42	46.52	58.61
35	E	PLANNING SERVICES MANAGER	ANNUAL	71,594	96,751	121,909
35	E	RECREATION SERVICES MANAGER				
36	E	ASSISTANT FINANCE DIRECTOR	HOURLY	37.67	50.91	64.15
36	E	DEPUTY DIRECTOR PARKS & RECREATION		78,354	105,893	133,432
37	E	ASSOCIATE STAFF ATTORNEY	HOURLY	40.92	55.31	69.69
37	E	CITY ENGINEER	ANNUAL	85,114	115,034	144,955
37	E	DEPUTY DIR. TRANSPORTATION				
37	E	HUMAN RESOURCES DIRECTOR				
37	E	IT DIRECTOR				
37	E	LIBRARY DIRECTOR				
38	E	PARKS & RECREATION DIRECTOR	ANNUAL	44.23	59.73	75.22
38	E	COMMUNITY DEVELOPMENT DIR		91,998	124,228	156,458
38	E	TRANSPORTATION DIRECTOR				
39	E	FINANCE DIRECTOR	HOURLY	47.42	64.09	80.76
				98,634	133,307	167,981
39A	E	ELECTRIC UTILITY DIRECTOR	HOURLY	$50.67	68.48	$86.29
		STAFF ATTORNEY	ANNUAL	105,394	142,438	179,483
40	E	PUBLIC WORKS EXECUTIVE DIRECTOR	HOURLY	$54.35	73.34	$92.33
			ANNUAL	113,048	152,547	192,046

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE 2025 PAY PLAN FOR THE CITY OF BENTONVILLE; ADDING THE POSITION OF PUBLIC WORKS EXECUTIVE DIRECTOR; PROVIDING FOR THE EMERGENCY CLAUSE; AND FOR OTHER PURPOSES.

WHEREAS, this position will oversee operations for multiple City departments including Electric, Water, Sewer, Wastewater, Public Works, Transportation, and Engineering; and

WHEREAS, no budget adjustment is needed.

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

Section 1: The Pay Plan for the City of Bentonville should be and is hereby amended to include the following:

Position Addition:

Add: Public Works Executive Director Grade 40

Section 2 - Emergency Clause: The need to make this change is immediate, so as to fill this position and not delay implementation, an emergency is hereby declared to exist, and this Ordinance shall be in full force and effect from the date of its passage and approval;

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

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

PASSED this _____ day of _____, 2025.

APPROVED:

_____
STEPHANIE ORMAN, Mayor

ATTEST:

_____
MALORIE MARRS, City Clerk

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	7/22/2025	**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 Utility Easements (VAC25-0016)
Action Recommendation & Justification:	Public Hearing and approval of Ordinance vacating Utility Easements located at Lot 1 of Bentonville Phillips Park Phase 1 (VAC25-0016).
Additional Comments for Consideration (Optional):	
Amount for Approval:	$ 0

Budget Impact

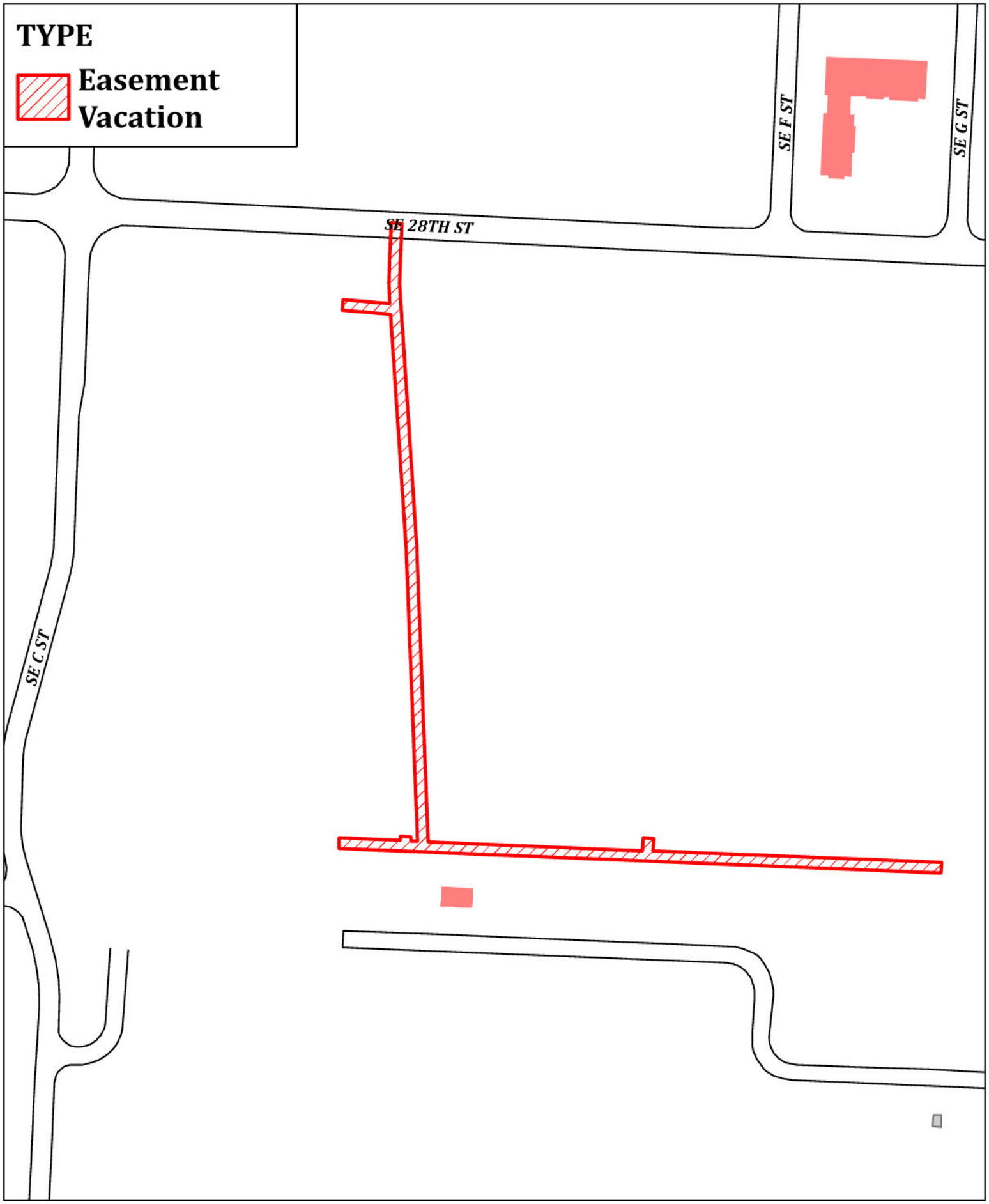
Is this Item Budgeted? ☐ **YES** ☐ **NO** ☐ **ITEM HAS NO COST** ☐ **OTHER:**_____

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

VAC25-0016
Waterline Easement Vacation
3107 SE C ST

THIS MAP IS NOT A PLAT OF SURVEY AND IS MERELY A GRAPHIC DEPICTION PROVIDED TO THE CLIENT TO ACCOMPANY A WRITTEN DESCRIPTION.

GRAPHIC SCALE IN FEET
80' 0 80'

CENTERLINE PER CONSTRUCTION DRAWINGS DATED JULY 1998 BY McCLELLAND CONSULTING ENGINEERS

POC EASEMENT VACATION ONE

POB EASEMENT VACATION ONE

POC EASEMENT VACATION TWO

POB EASEMENT VACATION TWO

SE 28TH STREET (R/W WIDTH VARIES)

S87°13'35"E 443.08'

S87°13'35"E 1205.27'

CITY OF BENTONVILLE CONTROL POINT 74
N= 738607.37
E= 662684.71
EL = 1303.45

N71°40'49"W 128.45'

UTILITY EASEMENT BY PLAT L202263483

DEDICATED RIGHT-OF-WAY IN FAVOR OF THE PUBLIC PER PLAT L202263483

37.7' EXISTING
32.3' EXISTING
45' EXISTING
44.1' EXISTING
39.3' EXISTING
40.6' EXISTING
45' EXISTING
40.9' EXISTING
35' EXISTING
33' EXISTING
30' EXISTING
28.2' EXISTING

CITY OF BENTONVILLE OWNERSHIP FOR SE C STREET PER DEED BK 2005 PG 17737

CITY OF BENTONVILLE OWNERSHIP FOR SE C STREET PER DEED BK 2005 PG 37154

DEDICATED R/W IN FAVOR OF PUBLIC PLAT L202263483

DEDICATED PUBLIC RIGHT-OF-WAY PER PLAT 17-40

DEDICATED RIGHT-OF-WAY IN FAVOR OF THE PUBLIC PER PLAT P3-702

DEDICATED R/W IN FAVOR OF THE PUBLIC PLAT L202263483

DEDICATED R/W IN FAVOR OF THE PUBLIC PLAT L202042095

DEDICATED R/W IN FAVOR OF THE PUBLIC PLAT 2015-243

SE C STREET (R/W WIDTH VARIES,

EXISTING 95' R/W

EXISTING 95' R/W

EXISTING 95' R/W

N20°12'E 186.52'
S41°47'29"W 208.35'
N21°25'E 183.67'
N15°03'22"E 116.45'
N20°40'E 197.96'
N20°12'E 119.15'
S2°09'07"W 286.03'
S2°20'51"W 807.30'
S2°20'51"W 986.07'

LOT 1 OF BENTONVILLE PHILLIPS PARK PHASE I SUBDIVISION PER PLAT L202263483

EASEMENT ONE TO BE VACATED BY THIS PROCESS

15' WATER EASEMENT PER SHEET 5 OF 6 BY PLAT L202263483

EASEMENT TWO TO BE VACATED BY THIS PROCESS

15' SEWER EASEMENT PER SHEET 5 OF 6 BY PLAT L202263483

WEST LIMIT PUBLIC EASEMENT

30'

PARCEL LINE TABLE

LINE #	DIRECTION	LENGTH
L1	N87° 47' 46"W	5.17'
L2	N17° 23' 51"W	40.94'
L3	N87° 44' 38"W	2.88'
L4	S87° 44' 14"E	2.79'
L5	N2° 01' 12"E	30.70'
L6	N5° 33' 28"E	51.99'
L7	S88° 02' 41"E	3.82'
L8	S2° 20' 51"W	14.61'
L9	N87° 39' 43"W	58.01'

CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	122.91'	345.73'	20°22'10"	N7° 12' 45"W	122.26'
C2	41.33'	185.00'	12°47'57"	N8° 39' 24"E	41.24'
C3	14.10'	25.00'	32°19'13"	N47° 58' 15"E	13.92'
C4	79.74'	3319.05'	1°22'35"	S87° 54' 53"E	79.73'

VACATED EASEMENT LINE TABLE

LINE #	DIRECTION	LENGTH
L10	N2° 39' 36"E	45.68'
L11	S87° 36' 51"E	15.00'
L12	S2° 39' 36"W	84.10'
L13	S3° 47' 24"E	374.19'
L14	S2° 13' 55"E	417.81'
L15	S87° 39' 13"E	303.76'
L16	N2° 20' 47"E	17.72'
L17	S87° 39' 13"E	15.00'
L18	S2° 20' 47"W	17.72'
L19	S87° 39' 13"E	408.29'
L20	S2° 05' 16"W	15.00'
L21	N87° 39' 13"W	853.00'
L22	N2° 05' 16"E	15.00'
L23	S87° 39' 13"E	86.28'
L24	N2° 20' 47"E	6.02'
L25	S87° 39' 13"E	15.00'
L26	S2° 20' 47"W	6.02'
L27	S87° 39' 13"E	9.62'
L28	N2° 13' 55"W	416.40'
L29	N3° 47' 24"W	330.87'
L30	N85° 24' 33"W	68.15'
L31	N4° 35' 27"E	15.00'
L32	S85° 24' 33"E	65.94'
L33	N3° 47' 24"W	28.80'
L34	N2° 39' 36"E	39.19'

VACATED EASEMENT LINE TABLE

LINE #	DIRECTION	LENGTH
L35	S2° 20' 51"W	15.00'
L36	N88° 08' 32"W	16.43'
L37	N40° 36' 08"W	32.96'
L38	N63° 22' 38"W	126.34'
L39	N58° 37' 43"W	130.66'
L40	N64° 16' 15"W	32.23'
L41	N2° 05' 16"E	14.05'
L42	N87° 39' 13"W	32.43'
L43	N64° 16' 15"W	68.38'
L44	N72° 10' 54"W	79.16'
L45	N83° 31' 15"W	193.04'
L46	N87° 30' 02"W	160.41'
L47	N2° 29' 58"E	15.00'
L48	S87° 30' 02"E	160.93'
L49	S83° 31' 15"E	195.05'
L50	S72° 10' 54"E	81.69'
L51	S64° 16' 15"E	137.79'
L52	S58° 37' 43"E	130.78'
L53	S63° 22' 38"E	128.73'
L54	S40° 36' 08"E	29.38'
L55	S88° 08' 32"E	9.95'

EXISTING EASEMENT TABLE

1 – EXCLUSIVE ACCESS EASEMENT PER DEED BK 2007 PG 45875 IN FAVOR OF FAYETTEVILLE MSA LIMITED PARTNERSHIP, ARKANSAS
2 – PUBLIC STREET EASEMENT PER PLAT BOOK 14 PAGE 111
3 – DEDICATED PUBLIC RIGHT-OF-WAY PER PLAT L202042095
4 – DEDICATED PUBLIC RIGHT-OF-WAY PER PLAT 2015-243
5 – 15 FT PUBLIC WATER LINE EASEMENT PER PLAT BOOK 14 PAGE 111
6 – 50 FT PUBLIC STREET & UTILITY EASEMENT PER PLAT BOOK 14 PAGE 111
7 – 30 FT PUBLIC WATER LINE EASEMENT PER PLAT BOOK 14 PAGE 111
8 – EXCLUSIVE ACCESS EASEMENT PER DEED BK 2007 PG 45875 IN FAVOR OF FAYETTEVILLE MSA LIMITED PARTNERSHIP, ARKANSAS. THE EXCLUSIVE TERM CONFLICTS WITH PREVIOUS PUBLIC EASEMENT.

EXISTING EASEMENT TABLE

9 – EXCLUSIVE ACCESS AND UTILITY EASEMENT PER DEED BK 2007 PG 45871 IN FAVOR OF FAYETTEVILLE MSA LIMITED PARTNERSHIP, ARKANSAS.
10 – LEASE AREA PER DEED BK 2007 PG 45871 & PG 45875 IN FAVOR OF FAYETTEVILLE MSA LIMITED PARTNERSHIP, ARKANSAS
11 – 40 FT PUBLIC STREET AND UTILITY EASEMENT PER DEED BK 656 PG 770 & BK 656 PG 772 AS DELINEATED BY PLAT 2015-243
12 – 10 FT PUBLIC WATER EASEMENT PER DEED BK 666 PG 306 AS DELINEATED BY PLAT 2015-243

RECORD INFORMATION

SEAL

THIS MAP IS NOT A PLAT OF SURVEY AND IS MERELY A GRAPHIC DEPICTION PROVIDED TO THE CLIENT TO ACCOMPANY A WRITTEN DESCRIPTION.

EASEMENT VACATION EXHIBIT FOR
LOT NO. 1 OF BENTONVILLE PHILLIPS PARK PHASE I SUBDIVISION
CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS

PREPARED FOR:
CITY OF BENTONVILLE, A MUNICIPAL CORPORATION

DATE: 05/06/2025
PROJECT NO: 21108300
CONTACT: M. MEADOR

901 N. 47th St., Suite 400
Rogers, Arkansas 72756
Crafton Tull
479.636.4838 t
www.craftontull.com

CERTIFICATE OF AUTHORIZATION:
CERTIFICATE OF AUTHORIZATION CRAFTON, TULL & ASSOCIATES, INC. No. 109 ARKANSAS ENGINEER

© 2025 Crafton, Tull & Associates, Inc.

DELTA	DESCRIPTION	DATE

SHEET NO.:
1 OF 1

DRAWING: G:\21108300_PHILLIPSPK\INFRASTRUCTURE\SURVEY\DWG\EASEMENT VACATION EXHIBIT\21108300_EASE_VAC_EXHIBIT_05-06-2025.DWG
LAYOUT: 1 OF 1 , LAST SAVED: MM5175, 5/6/2025 2:49:06 PM
LAST PLOTTED BY: MARK A. MEADOR, 5/6/2025 2:49:42 PM (PLOTTED BY: VALID ON HARD COPY ONLY)

ORDINANCE NO_____

AN ORDINANCE VACATING UTILITY EASEMENTS LOCATED AT LOT 1 OF BENTONVILLE PHILLIPS PARK PHASE 1, THE CITY OF BENTONVILLE, ARKANSAS, BENTON COUNTY ARKANSAS (VAC25-0016)

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

Item# 1:

A CERTAIN "L"-SHAPED 15-FOOT-WIDE WATER EASEMENT PARTIALLY DEDICATED AS A PORTION OF PHILLIPS PARK PHASE I SUBDIVISION ACCORDING TO THE RECORD PLAT THEREOF RECORDED AS PLAT FILE NO. L202263483 AND PARTIALLY DEDICATED AS A PORTION OF BENTONVILLE MUNICIPAL PARK ACCORDING TO THE RECORD PLAT THEREOF RECORDED IN PLAT BOOK 14 PAGE 111. BEING A PART OF THE NORTHWEST QUARTER (NW/4) OF THE NW/4 OF SECTION 08, TOWNSHIP 19 NORTH, RANGE 30 WEST, IN THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT NO. 1 OF SAID SUBDIVISION; THENCE SOUTH 87°13'35" EAST ALONG THE NORTH LINE OF SAID LOT NO. 1, A DISTANCE OF 443.08 FEET TO THE WEST BOUNDARY OF HEREIN UTILITY EASEMENT TO BE VACATED; THENCE LEAVING SAID NORTH LINE AND ALONG SAID WEST BOUNDARY NORTH 02°39'36" EAST, A DISTANCE OF 45.68 FEET TO THE NORTH LINE OF SAID SUBDIVISION; THENCE SOUTH 87°36'51" EAST ALONG SAID NORTH LINE, A DISTANCE OF 15.00 FEET TO THE EAST BOUNDARY OF HEREIN DESCRIBED UTILITY EASEMENT TO BE VACATED; THENCE ALONG SAID EAST BOUNDARY THE FOLLOWING THREE (3) CALLS:
1) SOUTH 02°39'36" WEST, A DISTANCE OF 84.10 FEET;
2) SOUTH 03°47'24" EAST, A DISTANCE OF 374.19 FEET;
3) SOUTH 02°13'55" EAST, A DISTANCE OF 417.81 FEET TO THE INTERIOR CORNER OF SAID "L"-SHAPED EASEMENT;
THENCE ALONG THE MOST SOUTHERLY NORTH BOUNDARY OF SAID EASEMENT FOR THE FOLLOWING FIVE (5) CALLS:
1) SOUTH 87°39'13" EAST, A DISTANCE OF 303.76 FEET;
2) NORTH 02°20'47" EAST, A DISTANCE OF 17.72 FEET;
3) SOUTH 87°39'13" EAST, A DISTANCE OF 15.00 FEET;
4) SOUTH 02°20'47" WEST, A DISTANCE OF 17.72 FEET;
5) SOUTH 87°39'13" EAST, A DISTANCE OF 408.29 FEET TO THE MOST EASTERLY NORTHEAST CORNER OF SAID EASEMENT;
THENCE SOUTH 02°05'16" WEST ALONG THE WEST BOUNDARY OF A 30-FOOT WIDE PUBLIC WATER LINE EASEMENT DEDICATED BY PLAT RECORDED IN PLAT BOOK 14 AT PAGE 111, A DISTANCE OF 15.00 FEET; THENCE NORTH 87°39'13" WEST ALONG THE SOUTH LINE OF HEREIN DESCRIBED EASEMENT TO BE VACATED, A DISTANCE OF 853.00 FEET TO THE MOST SOUTHWESTERLY CORNER OF SAID EASEMENT; THENCE ALONG THE WEST BOUNDARY OF HEREIN DESCRIBED EASEMENT TO BE VACATED FOR THE FOLLOWING THIRTEEN (13) CALLS:
1) NORTH 02°05'16" EAST, A DISTANCE OF 15.00 FEET;
2) SOUTH 87°39'13" EAST, A DISTANCE OF 86.28 FEET;
3) NORTH 02°20'47" EAST, A DISTANCE OF 6.02 FEET;
4) SOUTH 87°39'13" EAST, A DISTANCE OF 15.00 FEET;
5) SOUTH 02°20'47" WEST, A DISTANCE OF 6.02 FEET;
6) SOUTH 87°39'13" EAST, A DISTANCE OF 9.62 FEET;
7) NORTH 02°13'55" WEST, A DISTANCE OF 416.40 FEET;

8) NORTH 03°47’24” WEST, A DISTANCE OF 330.87 FEET;
9) NORTH 85°24’33” WEST, A DISTANCE OF 68.15 FEET;
10) NORTH 04°35’27” EAST, A DISTANCE OF 15.00 FEET;
11) SOUTH 85°24’33” EAST, A DISTANCE OF 65.94 FEET;
12) NORTH 03°47’24” WEST, A DISTANCE OF 28.80 FEET;
13) NORTH 02°39’36” EAST, A DISTANCE OF 39.19 FEET
TO THE POINT OF BEGINNING AND CONTAINING 0.63 ACRES MORE OR LESS.

Item#2

A CERTAIN 15-FOOT-WIDE SEWER EASEMENT RUNNING GENERALLY EAST TO WEST AND DEDICATED AS A PORTION OF PHILLIPS PARK PHASE I SUBDIVISION ACCORDING TO THE RECORD PLAT THEREOF RECORDED AS PLAT FILE NO. L202263483. BEING A PART OF THE NORTHWEST QUARTER (NW/4) OF THE NW/4 OF SECTION 08, TOWNSHIP 19 NORTH, RANGE 30 WEST, IN THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT NO. 1 OF SAID SUBDIVISION; THENCE ALONG THE EAST BOUNDARY OF SAID SUBDIVISION FOR THE FOLLOWING THREE (3) CALLS:
1) SOUTH 02°09’07” WEST, A DISTANCE OF 286.03 FEET;
2) SOUTH 88°02’41” EAST, A DISTANCE OF 3.82 FEET;
3) SOUTH 02°20’51” WEST, A DISTANCE 807.30 FEET
TO THE POINT OF BEGINNNING AT THE NORTHEAST CORNER OF SAID UTILITY EASEMENT TO BE VACATED; THENCE CONTINUING ALONG SAID EAST BOUNDARY OF SAID SUBDIVISION SOUTH 02°20’51” WEST, A DISTANCE OF 15.00 FEET TO THE SOUTHEAST CORNER OF HEREIN DESCRIBED EASEMENT TO BE VACATED; THENCE ALONG THE SOUTH BOUNDARY OF HEREIN DESCRIBED EASEMENT TO BE VACATED FOR THE FOLLOWING ELEVEN (11) CALLS:
1) NORTH 88°08’32” WEST, A DISTANCE OF 16.43 FEET;
2) NORTH 40°36’08” WEST, A DISTANCE OF 32.96 FEET;
3) NORTH 63°22’38” WEST, A DISTANCE OF 126.34 FEET;
4) NORTH 58°37’43” WEST, A DISTANCE OF 130.66 FEET;
5) NORTH 64°16’15” WEST, A DISTANCE OF 32.23 FEET TO THE EAST BOUNDARY OF A CERTAIN 50-FOOT-WIDE PUBLIC STREET AND UTILITY EASEMENT DEDICATED BY PLAT RECORDED IN PLAT BOOK 14 AT PAGE 111;
6) NORTH 02°05’16” EAST ALONG SAID EAST BOUNDARY, A DISTANCE OF 14.05 FEET TO THE MOST WESTERLY NORTHEAST CORNER OF SAID 50-FOOT-WIDE EASEMENT;
7) NORTH 87°39’13” WEST ALONG THE NORTH BOUNDARY OF SAID 50-FOOT-WIDE EASEMENT, A DISTANCE OF 32.43 FEET;
8) LEAVING SAID 50-FOOT-WIDE EASEMENT NORTH 64° 16’15” WEST, A DISTANCE OF 68.38 FEET;
9) NORTH 72°10’54” WEST, A DISTANCE OF 79.16 FEET;
10) NORTH 83°31’15” WEST, A DISTANCE OF 193.04 FEET;
11) NORTH 87°30’02” WEST, A DISTANCE OF 160.41 FEET TO THE SOUTHWEST CORNER OF HEREIN DESCRIBED EASEMENT TO BE VACATED;
THENCE NORTH 02°29’58” EAST ALONG THE WEST LINE OF SAID EASEMENT TO BE VACATED, FOR A DISTANCE OF 15.00 FEET; THENCE ALONG THE NORTH BOUNDARY OF SAID EASEMENT TO BE VACATED FOR THE FOLLOWING EIGHT (8) CALLS:
1) SOUTH 87°30’02” EAST, A DISTANCE OF 160.93 FEET;
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8) SOUTH 88°08’32” EAST, A DISTANCE OF 9.95 FEET
TO THE POINT OF BEGINNING AND CONTAINING 0.30 ACRES MORE OR LESS.

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

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

Section 1: The City of Bentonville Arkansas releases, vacates, and abandons all of its rights together with the rights of the utility easements designated as follows:

Item# 1:

A CERTAIN “L”-SHAPED 15-FOOT-WIDE WATER EASEMENT PARTIALLY DEDICATED AS A PORTION OF PHILLIPS PARK PHASE I SUBDIVISION ACCORDING TO THE RECORD PLAT THEREOF RECORDED AS PLAT FILE NO. L202263483 AND PARTIALLY DEDICATED AS A PORTION OF BENTONVILLE MUNICIPAL PARK ACCORDING TO THE RECORD PLAT THEREOF RECORDED IN PLAT BOOK 14 PAGE 111. BEING A PART OF THE NORTHWEST QUARTER (NW/4) OF THE NW/4 OF SECTION 08, TOWNSHIP 19 NORTH, RANGE 30 WEST, IN THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT NO. 1 OF SAID SUBDIVISION; THENCE SOUTH 87°13’35” EAST ALONG THE NORTH LINE OF SAID LOT NO. 1, A DISTANCE OF 443.08 FEET TO THE WEST BOUNDARY OF HEREIN UTILITY EASEMENT TO BE VACATED; THENCE LEAVING SAID NORTH LINE AND ALONG SAID WEST BOUNDARY NORTH 02°39’36” EAST, A DISTANCE OF 45.68 FEET TO THE NORTH LINE OF SAID SUBDIVISION; THENCE SOUTH 87°36’51” EAST ALONG SAID NORTH LINE, A DISTANCE OF 15.00 FEET TO THE EAST BOUNDARY OF HEREIN DESCRIBED UTILITY EASEMENT TO BE VACATED; THENCE ALONG SAID EAST BOUNDARY THE FOLLOWING THREE (3) CALLS:
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TO THE POINT OF BEGINNING AND CONTAINING 0.63 ACRES MORE OR LESS.

Item#2

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3) NORTH 63°22’38” WEST, A DISTANCE OF 126.34 FEET;
4) NORTH 58°37’43” WEST, A DISTANCE OF 130.66 FEET;
5) NORTH 64°16’15” WEST, A DISTANCE OF 32.23 FEET TO THE EAST BOUNDARY OF A CERTAIN 50-FOOT-WIDE PUBLIC STREET AND UTILITY EASEMENT DEDICATED BY PLAT RECORDED IN PLAT BOOK 14 AT PAGE 111;
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6) SOUTH 63°22’38” EAST, A DISTANCE OF 128.73 FEET;
7) SOUTH 40°36’08” EAST, A DISTANCE OF 29.38 FEET;
8) SOUTH 88°08’32” EAST, A DISTANCE OF 9.95 FEET
TO THE POINT OF BEGINNING AND CONTAINING 0.30 ACRES MORE OR LESS.

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

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

_____
Malorie Marrs, City Clerk
Bentonville, Arkansas

_____
Stephanie Orman, Mayor
City of Bentonville, Arkansas

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	7/22/2025	**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/Alley Right of Way (VAC25-0018)
Action Recommendation & Justification:	Public Hearing and approval of an Ordinance vacating a Street/Alley Right of Way located between Lot 1 of Ratcliff Subdivision and Lot D, Block 6 of Lincoln and Rice Addition (VAC25-0018).
Additional Comments for Consideration (Optional):	Transportation Department does not support vacating the alleyway: Many right-of-ways that were vacated in the past could have been utilized as trails or trailheads. There is always the potential for creating enjoyable outdoor spaces utilizing undeveloped city-owned alleys and right-of-ways. 6 of the 7 reviewing departments approved.
Amount for Approval:	**$** 0

Budget Impact

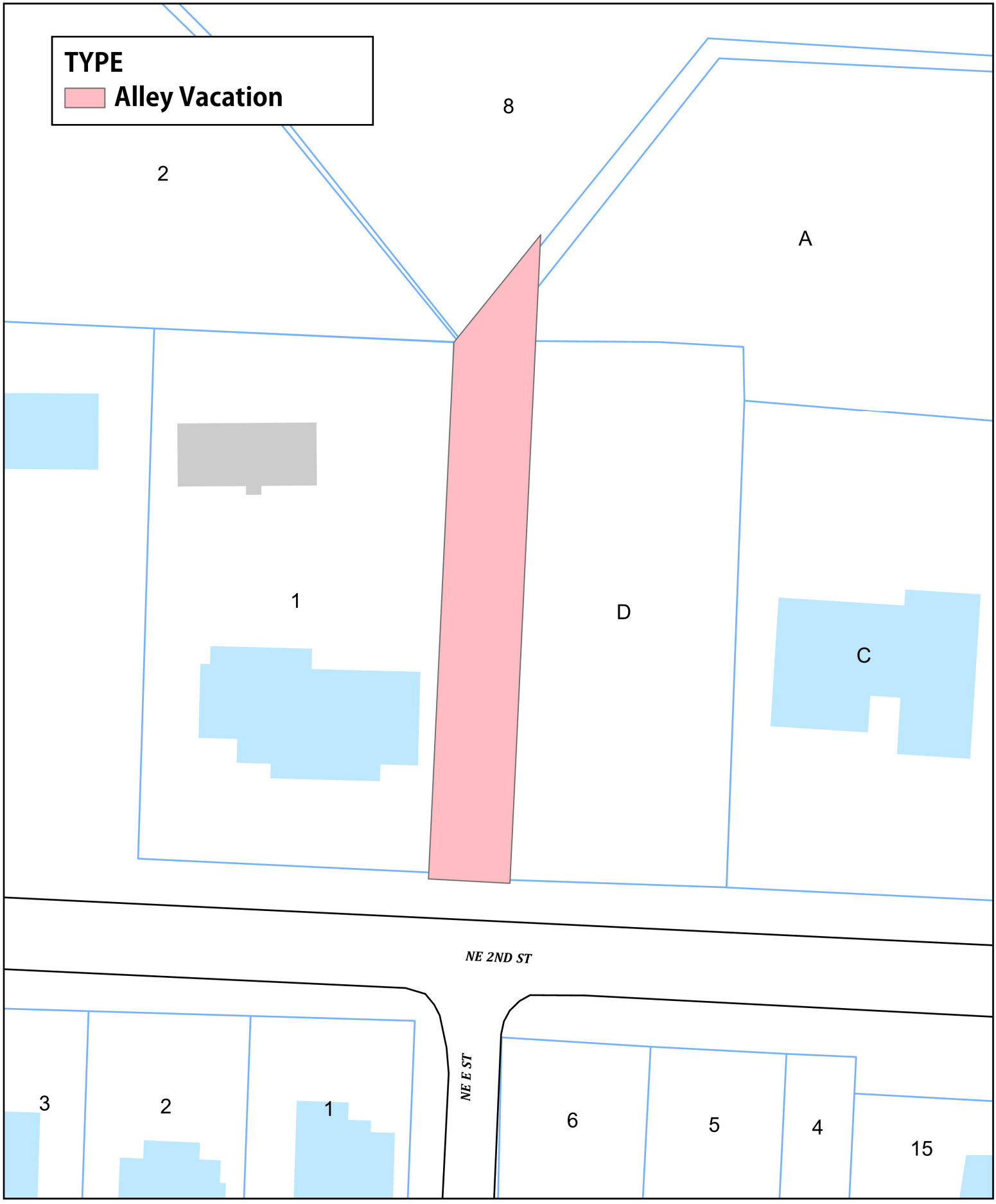
Is this Item Budgeted? ☐ **YES** ☐ **NO** ☐ **ITEM HAS NO COST** ☐ **OTHER:**_____

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

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

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

VAC25-0018
Alley Vacation
Vacation

ORDINANCE NO_____

AN ORDINANCE VACATING RIGHT OF WAY LOCATED BETWEEN LOT 1 OF RATCLIFF SUBDIVISION AND LOT D, BLOCK 6 OF LINCOLN AND RICE ADDITION, THE CITY OF BENTONVILLE, ARKANSAS, BENTON COUNTY ARKANSAS (VAC25-0018)

WHEREAS, a petition was filed with the City Council of the City of Bentonville, Arkansas, by Crystal Lands, LLC asking the City Council to vacate the right of way located in the City of Bentonville, Benton County, Arkansas, which portion is more particularly described as follows:

A part of the Southwest Quarter (SW 1/4) of the SW 1/4 of Section 29, Township 20 North, Range 30 West, also being the unnamed thirty-foot street shown in Plat Book 14 Page 42 in the public records of Benton County, Arkansas, also being described by metes and bounds as follows:

BEGINNING at a found 5/8-inch rebar with cap #LS529 at the Northeast corner of Lot 1 of the Ratcliff Subdivision per Instrument #L201919617;

THENCE North 38°59'30" East, 50.70 feet;

THENCE along the West Line of Tract A of Block 6 of the Lincoln and Rice Addition, South 02°42'55" West, 35.49 feet to the Northwest Corner of Tract D of said Block 6;

THENCE along the West Line of said Tract D, South 02°42'55" West, 203.23 feet to the intersection of said West Line and the North Right-of-Way of Northeast 2nd Street;

THENCE along said North Right-of-Way, North 86°55'18" West, 30.00 feet to the intersection of said North Right-of-Way and the East Line of said Lot 1 of the Ratcliffe Subdivision;

THENCE along said East Line, North 02°42'55" East, 197.66 feet to the POINT OF BEGINNING, containing 6,546 square feet or 0.15 acres, more or less.

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

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

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

A part of the Southwest Quarter (SW 1/4) of the SW 1/4 of Section 29, Township 20 North, Range 30 West, also being the unnamed thirty-foot street shown in Plat Book 14 Page 42 in the public records of Benton County, Arkansas, also being described by metes and bounds as follows:

BEGINNING at a found 5/8-inch rebar with cap #LS529 at the Northeast corner of Lot 1 of the Ratcliff Subdivision per Instrument #L201919617;
THENCE North 38°59'30" East, 50.70 feet;
THENCE along the West Line of Tract A of Block 6 of the Lincoln and Rice Addition, South 02°42'55" West, 35.49 feet to the Northwest Corner of Tract D of said Block 6;
THENCE along the West Line of said Tract D, South 02°42'55" West, 203.23 feet to the intersection of said West Line and the North Right-of-Way of Northeast 2nd Street;
THENCE along said North Right-of-Way, North 86°55'18" West, 30.00 feet to the intersection of said North Right-of-Way and the East Line of said Lot 1 of the Ratcliffe Subdivision;
THENCE along said East Line, North 02°42'55" East, 197.66 feet to the POINT OF BEGIN-NING, containing 6,546 square feet or 0.15 acres, more or less.

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

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

_____
Malorie Marrs, City Clerk
Bentonville, Arkansas

_____
Stephanie Orman, Mayor
City of Bentonville, Arkansas

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	7/22/2025	**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 an Alley/Street Right of Way (VAC25-0019)
Action Recommendation & Justification:	Public Hearing and approval of an Ordinance vacating an Alley/Street Right of Way located at Crystal Lands Subdivision Lot 1 (VAC25-0019).
Additional Comments for Consideration (Optional):	
Amount for Approval:	$ 0

Budget Impact

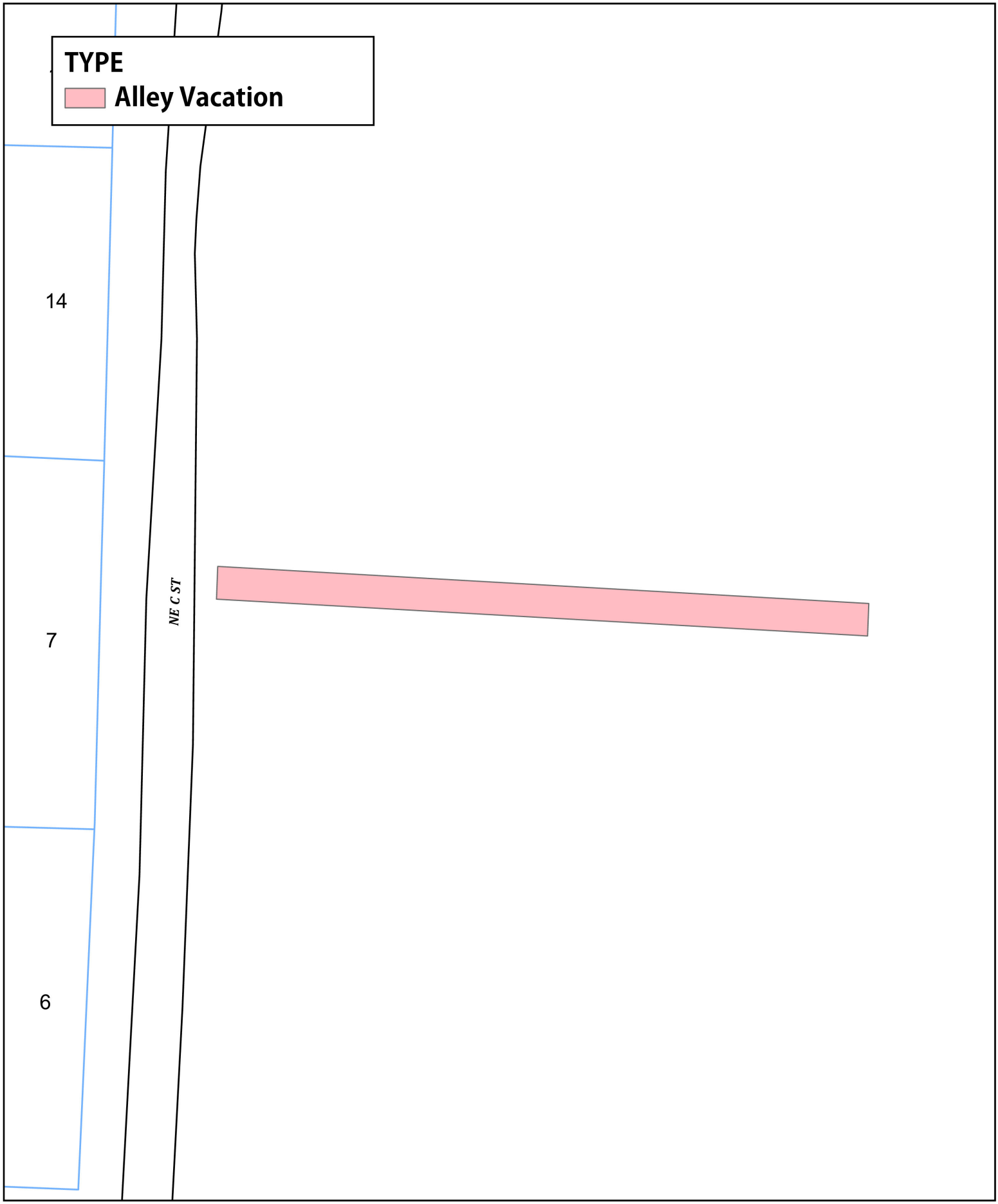
Is this Item Budgeted? ☐ **YES** ☐ **NO** ☐ **ITEM HAS NO COST** ☐ **OTHER:**_____

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

VAC25-0019
Alley Vacation
Vacation

ORDINANCE NO_____

AN ORDINANCE VACATING RIGHT OF WAY LOCATED AT LOT 1 OF CRYSTAL LANDS SUBDIVISION, THE CITY OF BENTONVILLE, ARKANSAS, BENTON COUNTY ARKANSAS (VAC25-0019)

WHEREAS, a petition was filed with the City Council of the City of Bentonville, Arkansas, by Crystal Lands LLC asking the City Council to vacate the right of way located in the City of Bentonville, Benton County, Arkansas, which portion is more particularly described as follows:

A part of the Northwest Quarter (NW 1/4) of the Southwest Quarter (SW 1/4) of Section 29, Township 20 North, Range 30 West, also being a 12-foot alley per an unrecorded survey for Sam Walton and being described by metes and bounds as follows:

COMMENCING at a 5/8-inch rebar found at the Northwest Corner of the parcel described at Deed Book 2012, Page 5275 in the public records of Benton County, Arkansas;
THENCE along the West Line of said parcel, South 02°21'24" West, 149.26 feet to the POINT OF BEGINNING;
THENCE along the North Line of said 12-foot Alley, South 86°45'30" East, 239.29 feet;
THENCE along the East Line of said 12-foot Alley, South 02°21'29" West, 12.00 feet;
THENCE along the South Line of said 12-foot Alley, North 86°45'30" West, 239.29 feet to the West Line of the parcel described at Deed Book 2012, Page 5275;
THENCE along said West Line, North 02°21'24" East, 12.00 feet to the POINT OF BEGIN-NING containing 2871 square feet or 0.07 acres, more or less.

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

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

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

A part of the Northwest Quarter (NW 1/4) of the Southwest Quarter (SW 1/4) of Section 29, Township 20 North, Range 30 West, also being a 12-foot alley per an unrecorded survey for Sam Walton and being described by metes and bounds as follows:

COMMENCING at a 5/8-inch rebar found at the Northwest Corner of the parcel described at Deed Book 2012, Page 5275 in the public records of Benton County, Arkansas;
THENCE along the West Line of said parcel, South 02°21'24" West, 149.26 feet to the POINT OF BEGINNING;

THENCE along the North Line of said 12-foot Alley, South 86°45'30" East, 239.29 feet;
THENCE along the East Line of said 12-foot Alley, South 02°21'29" West, 12.00 feet;
THENCE along the South Line of said 12-foot Alley, North 86°45'30" West, 239.29 feet to the West Line of the parcel described at Deed Book 2012, Page 5275;
THENCE along said West Line, North 02°21'24" East, 12.00 feet to the POINT OF BEGIN-NING containing 2871 square feet or 0.07 acres, more or less.

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

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

_____
Malorie Marrs, City Clerk
Bentonville, Arkansas

_____
Stephanie Orman, Mayor
City of Bentonville, Arkansas

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	7/22/2025	**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 Awarding Bid IFB-25-45 Mastic Seal to Innovative Roadway Solutions LLC
Action Recommendation & Justification:	Resolution awarding bid IFB-25-45 2025 to Innovative Roadway Solutions LLC per the unit prices attached. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	Innovative Roadway Solutions, LLC was the sole bid received for mastic sealer for the City of Bentonville Streets.
Amount for Approval:	**$** 507,790.71

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):

CITY OF BENTONVILLE, ARKANSAS PURCHASING AND COMPLIANCE DEPARTMENT

FORMAL SEALED BID TABULATION

Date of Bid Opening:	6/24/25	Time of Bid Opening:	1:30 PM CST	IFB-25-45

Solicitation Title: 2025 Mastic Sealer For City of Bentonville

				Bidders:	Innovative Roadway Solutions, LLC.
Line Item	**Estimated Quantity**	**Unit of Measure**	**Description**	**Unit Price**	**Extended Price**
1	153,994	SY	Mastic Sealer, As Specified	$2.84	$437,342.96
2	1,236	LF	Thermoplastic Pavement Marking Yellow 4"	$1.45	$1,792.20
3	6,256	LF	Thermoplastic Pavement Marking Yellow 4" Center Lane	$1.45	$9,071.20
4	403	LF	Thermoplastic Pavement Marking White 4"	$1.45	$584.35
5	438	LF	Thermoplastic Pavement Marking White 12"	$10.00	$4,380.00
6	66	LF	Thermoplastic Pavement Marking White 24"	$20.00	$1,320.00
7	6	EA	Thermoplastic Pavement Marking "Left Turn Arrow"	$300.00	$1,800.00
8	4	EA	Thermoplastic Pavement Marking "Only"	$375.00	$1,500.00
9	1	LS	Maintenance of Traffic, As Specified in Sec. 603 of the AHTD 2014 Edition	$50,000.00	$50,000.00
			Total Bid Price	**$507,790.71**	

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 INNOVATIVE ROADWAY SOLUTIONS, LLC. FOR THE PURCHASE OF MASTIC SEALER, PER THE UNIT PRICING, IN AN AMOUNT NOT TO EXCEED FIVE HUNDRED SEVEN THOUSAND SEVEN HUNDRED NINETY DOLLARS AND SEVENTY-ONE CENTS ($507,790.71); AND FOR OTHER PURPOSES.

WHEREAS, Innovative Roadway Solutions, LLC. is the lowest qualified bidder for bid IFB-25-45;

WHEREAS, this contract covers the purchase of mastic sealer for the City of Bentonville Street Department; and

WHEREAS, this will be paid with budgeted funds.

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

Section 1: The Mayor and City Clerk are authorized to enter into a contract with Innovative Roadway Solutions, LLC. for the purchase of mastic sealer, per the unit pricing, in an amount not to exceed five hundred seven thousand seven hundred ninety dollars and seventy-one cents ($507,790.71);

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:	7/22/2025	**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 Awarding Bid IFB-25-44 Street Overlay to Emery Sapp & Sons, Inc.
Action Recommendation & Justification:	Resolution awarding bid IFB-25-44 to Emery Sapp & Sons, Inc. per the unit prices attached. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	Emery Sapp & Sons, Inc. was the lowest bid received.
Amount for Approval:	**$** 176,653.43

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:	6/24/25	Time of Bid Opening:	1:00 PM	IFB-25-44

Solicitation Title: 2025 Street Overlays For City of Bentonville

				Bidders:	APAC-Central, Inc.		Garrett Excavating, Inc.		Emery Sapp & Sons	
Line Item	Estimated Quantity	Unit of Measure	Description		Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	872.40	TON	12.5 MM Asphaltic concrete hot mix, complete in-place		$145.00	$126,498.00	$122.09	$106,511.32	$122.66	$107,008.58
2	10,574.01	SY	Asphalt Milling		$4.25	$44,939.54	$3.02	$31,933.51	$3.10	$32,779.43
3	9,816	LF	Thermoplastic Pavement Marking Yellow 4" (Standard 8" Gap)		$1.45	$14,233.20	$1.57	$15,411.12	$1.54	$15,116.64
4	35	LF	Thermoplastic Pavement Marking White 24"		$27.75	$971.25	$30.22	$1,057.70	$29.54	$1,033.90
5	1	LS	Traffic Control Devices in Construction Zones (Temporary Pavement Markings)		$5,500.00	$5,500.00	$6,043.60	$6,043.60	$5,907.32	$5,907.32
6	1	LS	Maintenance of Traffic as Defined in Sec. 603 of the AHTD 2014 Edition		$6,500.00	$6,500.00	$12,584.70	$12,584.70	$4,642.73	$4,642.73
7	1	LS	Mobilization		$7,500.00	$7,500.00	$17,186.71	$17,186.71	$10,164.82	$10,164.82
				Total Bid Price	$206,141.99		$190,728.66		$176,653.43	
									***Total Bid Price Corrected During Bid Evaluation*	

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

TABULATION VERIFICATION

X [redacted]

Purchasing and Compliance Specialist

X [redacted]

Kelsi Frederick
Purchasing and Compliance Manager

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH EMERY SAPP & SONS, INC. FOR STREET OVERLAY, PER THE UNIT PRICING, IN AN AMOUNT NOT TO EXCEED ONE HUNDRED SEVENTY-SIX THOUSAND SIX HUNDRED FIFTY-THREE DOLLARS AND FORTY-THREE CENTS ($176,653.43); AND FOR OTHER PURPOSES.

WHEREAS, Emery Sapp & Sons, Inc. is the lowest qualified bidder for bid IFB-25-44;

WHEREAS, this contract covers street overlay for the City of Bentonville Street Department; and

WHEREAS, this will be paid with budgeted funds.

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

Section 1: The Mayor and City Clerk are authorized to enter into a contract with Emery Sapp & Sons, Inc. for street overlay, per the unit pricing, in an amount not to exceed one hundred seventy-six thousand six hundred fifty-three dollars and forty-three cents ($176,653.43);

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:	7/22/2025	**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:	Ordinance Approving a Waiver of Bid for the Melvin Ford Aquatic Center Pool Liner
Action Recommendation & Justification:	An Ordinance authorizing the Mayor and City Clerk to waive competitive bidding and enter into an agreement with Burton Pool and Spa in the amount of $220,007.62, for the purchase and installation of a pool liner for the 50-meter pool at Melvin Ford Aquatic Center. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	This project was competitively bid twice under IFB-24-34. Both times the bids received were significantly higher than the budgeted amount. This purchase is fully funded by budgeted Capital and Bond funds.
Amount for Approval:	**$** 220,007.62

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:	July 7, 2025
Re:	Waiver of bid request for the purchase and installation of a pool liner for the Melvin Ford Aquatic Center 50-meter pool.

Parks and Recreation staff are seeking City Council's approval of a waiver of bid request for the purchase and installation of a pool liner for the Melvin Ford Aquatic Center 50-meter pool. This purchase is fully funded by budgeted Capital and Bond funds.

At the June 9, 2025, Committee of the Whole meeting, Parks and Recreation staff informed the Council of the need for a bid waiver to purchase a new pool liner for the 50-meter pool. The liner had been formally bid twice without a successful result that was in our budget. Parks staff worked with local companies to attempt to find a responsible solution to this issue and were able to secure a formal quote from Burton Pools and Spas for $220,007.62 which is more in line with the original budgeted amount for this project.

The pool liner will provide much needed leak repair and pool surface improvements for the 34-year-old Olympic size pool. The liner comes with a 10-year warranty but has been proven to last 15-20 years at similar pools in the state. The funding for this project is split between Capital ($115,000) and Bond ($105,007.62) funds.

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

Attachments:
Pool Liner Quote

Springdale Service - Burton Pools and Spas

6121 So Zero
Fort Smith, AR 72903

Quote

Quote ID:	816744
Customer ID:	62597
Employee ID:	jturner
Quote Expires:	6/19/2025

Melvin Ford Aquatic Center
Josh Stacey
2403 E Central Ave
Bentonville, AR 72712

Location:

Melvin Ford Aquatic Center
Josh Stacey
2403 E Central Ave
Bentonville, AR 72712
Home (479) 273-9206
Cell (479) 418-8653 Josh

Qty	Item	List Price	Unit Price	Total
1	POOLRENOV - Renosys Liner Installation	$200,920.20	$200,920.20	$200,920.20

Benton Cty Tax, Bentonville Tax

Sub Total	**$200,920.20**
Taxes	**$19,087.42**
Total	**$220,007.62**

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH BURTON POOL AND SPA, IN THE AMOUNT OF TWO HUNDRED TWENTY THOUSAND SEVEN DOLLARS AND SIXTY-TWO CENTS ($220,007.62), FOR THE PURCHASE AND INSTALLATION OF A POOL LINER AT THE MELVIN FORD AQUATIC; WAIVING COMPETITIVE BIDDING; AND FOR OTHER PURPOSES.

WHEREAS, the pool liner for the 50-meter pool, at the Melvin Ford Aquatic Center, needs replacing;

WHEREAS, this went to bid twice with amounts coming in significantly over budget;

WHEREAS, the Parks and Recreation Department solicited quotes finding that Burton Pool and Spa could perform the necessary work; and

WHEREAS, this is a budgeted item.

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

Section 1: The Mayor and City Clerk are authorized to enter into an agreement with Burton Pool and Spa, for the purchase and installation of a pool liner, in an amount not to exceed two hundred twenty thousand seven dollars and sixty-two cents ($220,007.62);

Section 2: Due to bid pricing coming in over budget, it would be neither practical nor feasible to further advertise for competitive bidding so that requirement is herein waived;

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

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

PASSED this _____ **day of** _____**, 2025.**

APPROVED:

_____
STEPHANIE ORMAN, Mayor

ATTEST:

_____
MALORIE MARRS, City Clerk

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	7/22/2025	**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 Entering an Agreement with Byrne & Jones Sports Construction to Replace Artificial Turf
Action Recommendation & Justification:	A resolution authorizing the Mayor and City Clerk to enter into an agreement with Byrne & Jones Sports Construction thorough Tips Contract No. 23020101, in the amount of $1,129,000.00 for the replacement of artificial turf at the Memorial Park Baseball and Softball Complex. A budget adjustment is needed.
Additional Comments for Consideration (Optional):	Use of a cooperative purchasing agreement can be used pursuant to Arkansas State Statute §19-11-249. Purchasing and Compliance performed an evaluation of Tips Contract No. 23020101 determining that the solicitation was in line with both Arkansas statutes and the City's Purchasing and Compliance Policy. This project will be funded by FEMA and a contribution from the A&P Commission.
Amount for Approval:	$ 1,129,000.00

Budget Impact

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

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

105030-37030	Adv & Promo Contributions	$	$ 282,250.00
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
105030-47390	Improv Other than Bldg/Proj	$ 1,129,000.00	$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		$	$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		$	$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue

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

Budget Impact Notes for Consideration (Optional):

Memo

To:	City Council Members and Mayor Orman
From:	Josh Stacey, Parks and Recreation Deputy Director
CC:	David Wright, Parks and Recreation Director
Date:	July 7, 2025
Re:	A Resolution for the Mayor and City Clerk to enter into an agreement with Byrne & Jones Sports Construction in the amount of $1,129,000.00 for synthetic turf replacement at the Memorial Park Baseball & Softball Complex.

Parks and Recreation staff are seeking City Council's approval of a resolution for the Mayor and City Clerk to enter into an agreement with Byrne & Jones Sports Construction in the amount of $1,129,000.00 for synthetic turf replacement at the Memorial Park Baseball & Softball Complex.

During the May 2024 storm, the turf infields at the Memorial Park Baseball and Softball Complex sustained significant damage due to flooding and debris infiltration. The force of the floodwaters caused the turf surfaces to lift and resettle unevenly. Additionally, 28 light fixtures were shattered, scattering glass debris across the fields.

In the immediate aftermath, Parks staff and contracted professionals conducted extensive cleanup efforts, including debris removal, sweeping, and field repairs. Despite these efforts, multiple independent engineers and FEMA have determined that the turf fields require full replacement to restore them to their previous condition.

The turf replacement project is scheduled to begin this fall, pending approval of the contract. Byrne & Jones, a highly regarded sports field contractor with specialized expertise in turf replacement, has been selected through their TIPS cooperative purchasing contract to complete the work. They have successfully completed similar projects at Phillips Park (seven new turf infields) and Creekside Park (new turf pitch).

This project will be fully funded through a combination of FEMA reimbursement ($846,750.00) and Bentonville Advertising and Promotion Commission funds ($282,250.00). A budget adjustment is necessary to receive these funds.

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

From: Kalene Griffith
To: David Wright; Josh Stacey
Subject: Funding Support for Memorial Park Ballfields Turf Replacement
Date: Friday, June 27, 2025 9:33:56 AM
Attachments: image001.png

David,

On behalf of the Bentonville Advertising and Promotion Commission, I am pleased to confirm the approval of $282,250 from the Parks and Facilities funds to support the replacement of the sports turf at Memorial Park Ballfields. This project represents a vital step in fully restoring Memorial Park following the damages sustained during the May 2024 tornado. We recognize the importance of this facility in hosting local, regional, and national events, and we are committed to ensuring its quality and long-term viability for our community and visitors.

As discussed, Visit Bentonville can allocate $200,000 of the approved amount within the next couple of months. The remaining balance of $82,250 will be disbursed in October or November 2025, aligning with the intended project construction schedule.

We are proud to partner with Bentonville Parks and Recreation to help enhance our city's recreational assets.

Best regards,
Kalene Griffith

KALENE GRIFFITH
PRESIDENT/CEO
VISIT Bentonville
O: 479.326.8142 | C: 479.877.0077
406 SE 5th Street Suite 6, Bentonville, AR 72712
visitbentonville.com | 479.271.9153

"If everything is under control, you are going too slow."
-Mario Andretti

Byrne & Jones
SPORTS CONSTRUCTION

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

DATE: 7/8/25

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

Attn: Josh Stacey

Re: Memorial Park Field Proposals

Dear Josh,

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

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

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

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

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

Sincerely,

[redacted]

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

MEMBER AMERICAN SPORTS BUILDERS ASSOCIATION
CFB-S AMERICAN SPORTS BUILDERS ASSOCIATION CERTIFIED FIELD BUILDER - Synthetic Turf ON STAFF
ASBA CTB CERTIFIED TRACK BUILDER ON STAFF

FIELDS | TRACKS | COURTS | PARKS & REC

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PROJECT	City of Bentonville – Memorial Park Softball Fields	**DATE**	7/8/25
TO	Josh Stacey	**PLANS**	Per B&J dated 05/31/24
FROM	Jay Garner	**SPECS**	ASBA Standards

QUALIFICATIONS

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

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GENERAL CONDITIONS

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

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SOFTBALL INFIELD R&R – FIELDS 1 – 9

- Mobilization of necessary material, labor, and equipment to complete our scope of work
- Remove and dispose of existing synthetic turf at (9) softball infields
- Laser grade existing rock base as needed for turf installation
  - Does not include installation of additional aggregate base material
- Furnish and install new synthetic turf for infields with markings and color to match the existing fields
  - Synthetic turf for softball layout only
  - Synthetic turf to be Shaw Sports Turf TruHop 1.5
- Backfill & sod all areas disturbed by B&J during construction

TOTAL INVESTMENT = $1,129,000

Byrne & Jones
SPORTS CONSTRUCTION

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PHONE: (314) 567-7997
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WARRANTIES

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

NOTES/EXCLUSIONS

1. Price does not include any storm water detention or water quality above our standard rock section.
2. Price does not include any work not specified in the above proposal.
3. Includes mobilization in (1) phase.
4. Price based on normal working hours and days.
5. Price based on mutually agreeable contract language.
6. Price based on complete access to the jobsite.
7. Price does not include any rock breaking, blasting, excavation, or removals.
8. Price does not include the testing for, removal or disposal of contaminated or unsuitable soils.
9. Any modification to rock, asphalt, and material type must be mutually agreed upon.
10. Price does not include any pavement repairs due to construction traffic.
11. Unless otherwise noted, Soil Stabilization is not included in this proposal.
12. This proposal falls under Shaw Sports Sourcewell contract # 031622-SII
13. Net 30 payment terms.
14. Pricing is good for 30 days.

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

Sincerely,

[redacted]

Jay Garner
Business Development Manager

ACCEPTED BY : _____

Print Name, Title | Signature | Date

MEMBER AMERICAN SPORTS BUILDERS ASSOCIATION

CFB-S AMERICAN SPORTS BUILDERS ASSOCIATION
CERTIFIED FIELD BUILDER - Synthetic Turf
ON STAFF

ASBA CTB
CERTIFIED TRACK BUILDER
ON STAFF

FIELDS | TRACKS | COURTS | PARKS & REC

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH BYRNE & JONES SPORTS CONSTRUCTION, FOR ARTIFICIAL TURF AT MEMORIAL PARK, IN THE AMOUNT OF ONE MILLION ONE HUNDRED TWENTY-NINE THOUSAND DOLLARS ($1,129,000.00); AMENDING THE 2025 BUDGET TO FUND SAID PURCHASE; AND FOR OTHER PURPOSES.

WHEREAS, the artificial turf at Memorial Park was damaged during the May, 2024 extreme weather event;

WHEREAS, Byrne & Jones Sports Construction was selected through a cooperative purchasing agreement Tips Contract No. 2302010, in compliance with the City's Purchasing and Compliance Policy;

WHEREAS, this will be funded through FEMA reimbursement and funds from the A&P Commission; 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 authorized to enter into an agreement with Byrne & Jones Sports Construction, in an amount not to exceed one million one hundred twenty-nine thousand dollars ($1,129,000.00), for artificial turf at Memorial Park;

Section 2: The 2025 budget is hereby adjusted to recognize two hundred eighty-two thousand two hundred fifty dollars ($282,250.00) into Account #105030-37030 – Advertising & Promotion Contributions and transfer the same into Account #105030-47390 – Improvement Other than Building/Project;

Section 3: The 2025 budget is further adjusted to appropriate eight hundred forty-six thousand seven hundred fifty dollars ($846,750.00) from General fund reserves to 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:

ATTEST:

_____
Stephanie Orman, MAYOR

_____
Malorie Marrs, CITY CLERK

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	7/22/2025	**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:	Ordinance Approving a Waiver of Bid for Solid Waste and Recycling Services
Action Recommendation & Justification:	Ordinance authorizing the Mayor and City Clerk to waive competitive bidding and enter into an agreement with Allied Waste, LLC DBA Republic Services of Bella Vista for Solid Waste and Recycling Services. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	Solid Waste and Recycling Services was competitively bid under IFB-25-49, City Council rejected all bids due to the bids submitted being non-responsive or non-responsible. Per the Purchasing and Compliance Policy section 4.4 Waiver of Bids, it is not practical or feasible to solicit bids under state law §14-58-104. 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):

SOLID WASTE AND RECYCLING SERVICES AGREEMENT

THIS AGREEMENT ("AGREEMENT") is made in Benton County, Arkansas, by and between the City of Bentonville, Arkansas, hereinafter referred to as "CITY", and Allied Waste, LLC DBA Republic Services of Bella Vista, hereinafter referred to as "CONTRACTOR" (collectively, the "PARTIES").

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

RECITALS:

A. WHEREAS, the CITY desires to obtain reliable and efficient solid waste and recycling services for the City of Bentonville, Arkansas;

B. WHEREAS, the CONTRACTOR is duly qualified and experienced in the collection, transportation, and disposal of solid waste and recyclables, and has agreed to provide such services to the CITY;

C. WHEREAS, The CITY has awarded the CONTRACTOR this AGREEMENT using the procedures as set forth in Ark. Code Ann. § 14-47-138, §14-58-303, and City Ordinance Sec.2-377-Sec.2-378;

D. WHEREAS, the CITY wishes to contract for Solid Waste and Recycling Services;

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

F. WHEREAS, The CONTRACTOR wishes to perform such Solid Waste and Recycling Services under this AGREEMENT with the CITY.

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

DEFINITIONS:

- *City*: A municipal corporation, the City of Bentonville, Arkansas and the geographic area within the City of Bentonville's jurisdiction.
- *Contractor*: A solid waste collection company whose services are provided through this legally binding agreement with the City of Bentonville for the purpose of collecting and transferring residential solid wastes and recyclable materials.
- *Hazardous wastes:* Wastes, in any amount, which are defined, characterized, or designated as hazardous by the United States Environmental Protection Agency or appropriate state agency by or pursuant to federal or state law, or wastes, in any amount, which are regulated under federal or state law. For purposes of this ordinance, the term hazardous waste shall also include motor oil, combustible fluids and materials, liquid paint, automotive batteries, and waste tires.
- *Recycling bin:* A container of at least 96-gallon capacity in which residents place recyclable materials, as defined in this Agreement, at curbside for collection.
- *Solid waste*: A container of at least 96-gallon capacity in which residents place solid waste materials, as defined in this Agreement, at curbside for collection and transported by a contractor and accepted by a landfill that is duly licensed and approved and that meets all applicable local, state, and federal laws.
- *White goods and bulky waste*: Includes common household appliances, furniture, mattresses, tools, large toys or parts thereof, Christmas trees, and all items that are too large to be placed in a container bin. Specifically excluded are items containing hazardous materials (i.e., refrigerators, batteries, etc.) and construction and demolition waste.
- *Yard wastes*: Includes normal organic yard and garden refuse such as tree, shrub, and brush trimmings, grass and other plant cuttings, dead plants, trees, leaves etc.
- *Construction and demolition wastes*: Construction and demolition debris such as building materials, wires, lumber scrap, masonry scrap, drywall, roofing, and similar materials.

ARTICLE I - SERVICES DESCRIPTION

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

ARTICLE II - TERM

The term of the agreement shall be for a five (5) year term with an option to extend for one (1) additional five (5) year term, upon mutually written agreement via amendment. Upon any approved extension of the Agreement, the terms and conditions shall remain as stated herein.

ARTICLE III - SCOPE OF SERVICE

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

ARTICLE IV - STANDARD OF CARE

All work procedures shall be in accordance with this AGREEMENT and with the appendices attached hereto.

a) **WORK PROCEDURES.** All work shall be performed in accordance with industry standards and best practices, and as specified in this AGREEMENT and in the appendices attached hereto.

b) **CHANGE ORDERS AND AMENDMENTS.** Any changes to the Scope of Work shall be handled via Change Order or Amendment to this AGREEMENT, as applicable. No Change Order or Amendment shall be approved unless approved in writing by the CITY. All Change Orders or Amendments must be pre-approved prior to any work commencing, any materials being purchased, or any other fee being incurred related to the change. The CITY shall not be responsible for changes in work unless the Change Order or Amendment is pre-approved in writing by the CITY.

c) **UNSATISFACTORY RESULTS.** CONTRACTOR agrees to remedy any unsatisfactory results, within the terms of this AGREEMENT.

d) **GENERAL.** CONTRACTOR shall conduct their operations in such a manner that does not cause damage to property owned by the CITY or other individual. In the event damage occurs, CONTRACTOR shall replace or repair the damaged area(s) or item(s) at no cost to the CITY and as directed by the CITY. In the event that CONTRACTOR fails to make the necessary repairs, the CITY may use CITY staff or outside vendors to repair any damage. Any costs the CITY incurs for repairing damage or replacing items resulting from CONTRACTOR's operations may be deducted from monies due to CONTRACTOR.

ARTICLE V - 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. CONTRACTOR shall make no claims for additional services or changes in the services until an AMENDMENT has been fully executed by the Parties.

ARTICLE VI - 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 CONTRACTOR for all services authorized by inclusion in this AGREEMENT which have been properly performed by CONTRACTOR in accordance with this AGREEMENT.

D. The CITY will initiate billing for new customers and bill all customers on a monthly basis at the basic rate plus a ten percent (10%) markup to cover administrative costs, and franchise fee(s), plus applicable sales taxes.

E. The CITY will provide the CONTRACTOR daily with an electronic list of new accounts for the previous business day.

F. The CITY will provide CONTRACTOR with a digital summary of all sanitation collections made in the preceding month. Payment will be made to the CONTRACTOR on a monthly basis, based off the total quantity billed multiplied by the basic rates.

G. Payment to the CONTRACTOR will be processed via check by the 15th of each month and tracking number will be provided.

H. CITY reserves the right to delay, without penalty, any partial payment when, in the opinion of the CITY, CONTRACTOR 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 CONTRACTOR and shall pay all other portions of the invoice which are not in dispute. In the event of dispute, CITY and CONTRACTOR shall immediately make every effort to settle the disputed portion of the invoice.

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

ARTICLE VII - INSURANCE

A. CONTRACTOR 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 CONTRACTOR'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 CONTRACTOR, 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; and

3. Statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of CONTRACTOR's employees involved in the provision of services under this AGREEMENT 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;

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

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.

C. CONTRACTOR 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 VIII - RIGHT OF ACCESS

A. CITY recognizes that CONTRACTOR's operations and use of equipment may unavoidably alter existing conditions or affect the environment of the CITY. The cost of repairing such damage shall be the responsibility of CONTRACTOR, at no additional cost to the CITY. In the event that CONTRACTOR 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 CONTRACTOR.

ARTICLE IX - RECORDS AND RETENTION

A. CONTRACTOR shall, upon completion of the services and full payment for the CONTRACTOR'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 CONTRACTOR pursuant to this AGREEMENT in formats requested by the CITY.

B. CONTRACTOR 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 CONTRACTOR's FEES.

ARTICLE X - SAFETY

A. The CONTRACTOR shall be solely responsible for the safety, supervision and direction of CONTRACTOR's employees and personnel while performing the work pertaining to this AGREEMENT. The CONTRACTOR shall utilize their best skills and general industry best practices to ensure a safe work environment for the CONTRACTOR, CONTRACTOR's employees and personnel, and the civilians that may be located within work site(s) at the time when work is being performed. The CONTRACTOR shall, at all times, enforce strict discipline and good order among his employees and personnel, and shall not employ or contract any person to perform the services to be provided to the CITY that is not skilled or is unfit for providing such services.

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

ARTICLE XI - TERMINATION

A. CITY may suspend or terminate this AGREEMENT for cause or without cause at any time by giving written notice to CONTRACTOR. In the event suspension or termination is without cause, payment to CONTRACTOR, 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 CONTRACTOR, and in the event the CITY and CONTRACTOR fail to agree upon a modification to this AGREEMENT, the CITY shall have the option of terminating this AGREEMENT and the CONTRACTOR's services hereunder at no additional cost other than the payment to CONTRACTOR, in accordance with the terms of this AGREEMENT, for the services reasonably determined by the CITY to be properly performed by CONTRACTOR 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 CONTRACTOR under this AGREEMENT, CITY may terminate or reduce the amount of services to be provided by CONTRACTOR under this AGREEMENT. In such event, CITY will notify CONTRACTOR in writing at least thirty (30) days in advance of such termination or reduction of services for lack of funds.

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

ARTICLE XII - INDEMNIFICATION

A. For purposes of this AGREEMENT, CONTRACTOR 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 CONTRACTOR, its affiliates, subsidiaries, employees, agents, assignees, and subcontractors and their respective employees and agents.

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 XIII - CONTINGENCY CLAUSE

A. The CITY may add a contingency amount to the AGREEMENT 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 XIV - FORCE MAJEURE

A) If a CONTRACTOR is prevented from performing any of its obligations hereunder in whole or in part as a result of major epidemic, act of god, war, civil disturbance, court order or any other cause beyond its control, the CONTRACTOR shall make a good faith effort to perform such obligations through its then-existing facilities and personnel; and such non-performance shall not be grounds for termination for default.

B) Neither party to this contract shall be responsible for delays or failures in performance resulting from acts beyond the control of such party.

C) Nothing in this section shall be construed to prevent CONTRACTOR from terminating this contract for reasons other than default during the period of events set forth above, or for default if such default occurred prior to such event.

ARTICLE XV - RELATIONSHIP OF THE PARTIES

It is understood and agreed by and between the parties that the CONTRACTOR, 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 CONTRACTOR's actions. All services to be performed by the CONTRACTOR pursuant to this AGREEMENT shall be in the capacity of an Independent Contractor, and not as an agent or employee of CITY. The CONTRACTOR 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 XVI - DISPUTE RESOLUTION

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

ARTICLE XVII - APPLICABLE LAWS

CONTRACTOR 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 XVIII - 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 CONTRACTOR's services.

ARTICLE XIX - 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 XX - 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.

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The cost of this AGREEMENT including all reimbursable expenses as described in the FEES AND SCHEDULE, **shall be based upon the per unit prices as defined herein**, unless otherwise approved by the CITY through an official AMENDMENT agreed and executed by CITY and CONTRACTOR.

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

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

APPENDIX A
SERVICE DESCRIPTION

BASIC SERVICE INFORMATION:

Contractor to provide comprehensive commercial and residential solid waste and recycling services within the City of Bentonville's jurisdiction, for the City of Bentonville Utility Billing and Collections Department. Services shall include but not be limited to the collection, transportation, disposal, processing, and marketing for City facilities, commercial, and residential solid waste and recycling.

APPENDIX B

SCOPE OF SERVICES

Contractors Conduct: Contractor shall ensure that all officers, employees, or agents assigned to perform collection services under this Agreement adhere to professional conduct and safety standards. This includes wearing identifiable uniforms and ID badges, holding appropriate State of Arkansas operator's licenses, and refraining from representing themselves as City employees. Personnel must not possess or consume alcohol or controlled substances while on duty, must interact with the public respectfully and courteously, minimize noise and disturbances during collections, avoid interference with customer property, and take reasonable precautions to prevent damage to lawns, landscaping, and surrounding property.

Routes and Schedules: Collection of waste and recyclable materials shall not start before 6:30 AM on the same day. Exceptions to collection hours shall be affected only upon the mutual agreement of City and Contractor, or when Contractor reasonably determines that an exception is necessary to complete collection on an existing collection route due to unusual circumstances.

The contractor shall provide the city with maps and schedules of collection routes and keep such information current at all times. In the event of changes in the routes or schedules that will alter the day of pickup, the contractor shall promptly notify each customer affected within five days. Any changes in routes and/or schedules are subject to the city's approval, which will not be withheld unreasonably. The contractor shall plan all routes on public or private rights-of-way other than alleys. If the contractor proposes to perform collection in alleys, the contractor must seek and obtain written permission from the city.

Inclement Weather: During periods of inclement weather, primarily snow and ice, the Contractor may need to delay or suspend collection services for the safety of the public and the Contractor's employees. The operations team will evaluate each situation as it arises and make a unified decision to suspend or delay collection across the entire City, depending on road and weather conditions.

If a suspension occurs, collection days will be adjusted accordingly. Typically, if one day is missed, service will shift one day behind for the remainder of the week. In the event two or more days are missed, regular service and routes will resume once it is deemed safe to do so. Any collections missed due to weather will be serviced on the customer's next regularly scheduled service day, and all accumulated waste will be collected at that time.

Communication: Contractor shall maintain a local office or facility equipped with sufficient telephone lines using local phone numbers. The office must be staffed by a responsible person and adequate customer service personnel to answer calls from 8:00 AM to 4:30 PM on all regular collection days. In the event collection is postponed for any reason, customer service staff must be available during all active collection days. Outside of these hours, Contractor shall provide an informative recorded message addressing frequently asked questions.

The City shall notify Residential Units, at its own expense, of complaint procedures, rates, regulations, and scheduled collection days. Customer complaints shall be directed to the Contractor, who shall provide the City with a daily email recap of all complaints received from Residential, and Commercial Customers. The report shall include the Customer's address or company name, time of the call, nature of the complaint, and a summary of follow-up actions taken. Missed pickups must be resolved on the next business day of normal operation. Complaints resulting from Customer-related issues shall be addressed appropriately by Contractor, with documentation provided to the City.

City will coordinate with Contractor and approve all necessary communications with Residential and Commercial Customers including but not limited to fee changes, route changes, and holiday schedules.

Meetings: To ensure a smooth implementation of the Agreement and provide a forum for addressing operational matters, Contractor's representative shall meet regularly with City representatives. From the date of Agreement execution until three months after the start of collection services (or an earlier date as mutually agreed), meetings shall be held as needed to evaluate implementation progress, address complaints, resolve service issues, and coordinate public information efforts. Following this initial period, meetings shall occur at least quarterly, unless otherwise agreed, to review ongoing operations and outreach efforts. Meetings shall take place at City offices during normal business hours.

Reporting: Contractor shall provide the City with the reports or notifications to the City's Utility Billing Manager or designee in addition to any weekly reports required by this Agreement. If not established by an outside authority, the Parties shall agree on the required report format, provided each report contains at least the information required. All information provided in the reports delivered by Contractor to City becomes the property of City. City shall have the right to use the data from the reports provided by Contractor for whatever purposes City deems appropriate.

- **Monthly Reporting:** Contractor shall submit Monthly Reports to the Utility Billing Manager or designee no later than the tenth (10th) of each month for the preceding calendar month. Reports must be in the agreed-upon format and include detailed, route-by-route data on Participation Rates, Recycling Rates, and Tonnage Collected. At a minimum, reports shall include:
  - Number of Households served
  - Monthly tonnages by each category of service
  - Residential Solid Waste
  - Residential Recycling
  - Residential Yard Waste
  - Residential Recycling Participation Rate
  - Commercial Compactors and Permanent Roll-Offs Franchise Fee(s) collected
  - Summary of motor vehicle accidents or driving violations involving Contractor's vehicles occurring during the quarter while providing services under the Agreement.
  - Summary of property damage claims or personal injury claims received by the Contractor as a result of providing services under the Agreement.
  - Customer complaints received by Contractor, arranged and listed by category including date, address, complainant, nature of complaint, and resolution.
  - As applicable and requested by City, Contractor shall make available GPS tracking reports for residential collection.
- **Annual Reporting:** Contractor shall submit to the Utility Billing Manager or designee, a comprehensive Annual Report covering the preceding Agreement Year. The Annual Report shall include, at a minimum:
  - A collated summary of the information contained in the monthly reports, including reconciliation of any and/or adjustments from prior reports;
  - A discussion of highlights and other noteworthy experiences, along with measures to resolve problems, increase efficiency, and increase participation;
  - A description of all public information programs undertaken with audiences reached and media used; and
  - With respect to the final Annual Report, including all information required for the Monthly Report relating to the last calendar month prior to the date of termination of the Agreement.

Contractor shall cooperate fully with providing information relevant to reporting requirements. The reporting requirements are part of the material consideration and failure to comply with reporting requirements shall constitute a material default and shall be subject to penalties and/or termination of the Contract.

- **Complaints Reporting:** Customer complaints, including complaints for missed collections, shall be directed to Contractor. A weekly report shall be provided the Contractor on Mondays, from complaints received the previous week. Contractor shall email to the City a summary of the Customer complaints received with the following information provided:
  - The address of the customer making the complaint.
  - The time the call or e-mail was received from the customer.
  - A brief summary of the follow-up action taken by the Contractor to resolve open complaints.

Street Damages: Contractor shall be responsible for the repair of damage to public streets, alleys, bridges, or easements resulting from the negligent or improper operation of its collection equipment. Normal wear and tear or routine maintenance of public rights of way shall remain the City's responsibility. Contractor shall not operate any vehicle within City limits that exceeds legal weight limits or posted weight restrictions for streets, alleys, or bridges. If Contractor fails to repair damages caused by its negligent or improper operation of its collection equipment, the City may upon written demand, invoice the Contractor for all costs incurred in repairing said damages. Contractor shall reimburse the City within forty-five (45) days of the date of invoice.

- Contractor shall comply with all applicable Federal and State Department of Transportation (DOT) regulations, including but not limited to vehicle safety, driver qualifications, hours of service, vehicle maintenance, and load securement requirements, as they pertain to the performance of services under this Agreement.

Emergency Notifications: Contractor shall notify the Utility Billing Manager or designee, as soon as reasonably practical, but in no event later than eight (8) hours after the occurrence of any of the following:

- news coverage or sudden events that could impact service delivery under this Agreement;
- events likely to generate Customer inquiries to the City;
- environmental emergencies or incidents, including spills, involving the Contractor, its affiliates, or employees within City limits;
- motor vehicle accidents occurring during the performance of services;
- personal injuries sustained while providing services; and
- property damage incidents related to Agreement performance.

Residential Solid Waste Collection: One time per week collection of waste, under the terms of this agreement, with the Contractor supplying one 96-gallon poly cart per residence. Residences may request additional carts. All Residential collections shall be performed weekly. All materials to be collected shall be placed within the cart. Collections shall be made from residences on a regular schedule on the same day and at approximately the same time each week, subject to holiday defined herein.

Residential Recyclables Collection: Contractor shall provide one collection each week, on the same day that Residential solid waste is collected, of Recyclable Materials placed in the Residential Unit's Contractor-supplied 96-gallon Recycling Cart. Residences may request additional carts. Contractor shall not be required to collect any Recyclable Materials from a Residential Unit that are not placed in that Residential Unit's designated Recycling Container. Customers shall not overload the Recycling Container.

Changes in Recycling Market Conditions: If market conditions develop that limit or inhibit Contractor from selling some or all of the Acceptable Recycling Material, Contractor may give written notice to City of (i) a need to redefine Acceptable Material and Unacceptable Materials, (ii) update the Processing facility's Average Commodity Mix, (iii) suspend or discontinue any or all Recycling services, or (iv) dispose of Acceptable Material (as currently defined) in a landfill and update the pricing to City accordingly. Such actions may be amended, upon approval of an amended agreement, if market conditions dictate.

Recyclables must be clean (rinsed), dry, loose (not bagged), un-shredded, empty, and include only the following:

Aluminum, steel, and tin cans	Paper (newspaper, mail, office paper)
PET bottles with the symbol #1 – with screw tops only	Magazines, glossy inserts, and pamphlets
HDPE plastic bottles with the symbol #2 (milk, water bottles detergent, and shampoo bottles, etc.)	Uncoated paperboard (ex. cereal boxes; food and snack boxes)
Cartons (milk, juice)	Cardboard

Non-Recyclables include, but are not limited to the following:

Plastic bags and bagged materials (even if containing Recyclables)	Light Bulbs
PP plastic bottles and tubs with symbol # 5	Mirrors, window, or auto glass
Plastics not listed above including but not limited to those with symbols #3, #4, #7	Coated cardboard
Soiled paper, including paper plates, cups, and pizza boxes	Glass food and beverage containers – brown, clear, or green
Expanded polystyrene and #6 plastics	Food waste and liquids, containers containing such items
Glass and metal cookware/bake ware	Household appliances and electronics
Hoses, cords, wires	Yard waste, construction debris, and wood
Flexible plastic or film packaging and multi-laminated materials	Needles, syringes, IV bags, or other medical supplies
Porcelain and ceramics	Textiles, cloth, or any fabric (bedding, pillows, sheets, etc.)
Excluded Materials or containers which contained Excluded Materials	Napkins, paper towels, tissue, paper plates, paper cups, and plastic utensils
Any paper Recyclable materials or pieces of paper Recyclables less than 4" in size in any dimension	Propane tanks, batteries

Contractor shall comply with all industry standards, in regard to Recyclable and Non-Recyclable items being collected. If market changes cause any of the above non-recyclable materials to become recyclable, those items will automatically be considered Recyclable material, and collectible, pursuant to this Agreement.

Residential Yard Waste Collection Option: Contractor shall perform collection once per week of Yard Waste materials, on Monday of each week. The City estimates 1,300 enrollees in the current yard waste collection service.

The yard waste collection seasonal subscription service if requested by Resident shall be April 1 through November 30. Residents signing up for yard waste after July 31 shall pay 50% of the annual rate. A 96-gallon yard waste cart shall be provided for each resident who has paid for yard waste collection. Collected yard waste shall be delivered to the City of Bentonville's compost facility. The contractor is responsible for removing trash debris from the green waste once the load is dumped at the compost facility.

The City will charge annual yard waste subscriptions on bills generated in April with reminders sent in March. New enrollees with be charged on the next billing period after carts are delivered. Annual yard waste subscriptions may be canceled at any time, but are non-refundable.

Note: Though the City prefers to have Yard Waste Collection performed on Monday of each week, the Contractor may determine that collection of this material is more cost-efficient to collect on the same day as Solid Waste and Recycling is collected. If that is the case, Contractor shall clearly define their plan for collection in the Operational Plan.

Commercial Solid Waste Collection: Commercial solid waste shall either consist of one to two (1-2) poly carts, or a dumpster offered in sizes of 2, 4, 6, or 8 yards. Commercial customers may have multiple dumpsters. Dumpsters may be serviced up to six times per week (Monday through Saturday). The contractor will communicate with the customer for dumpster size and service frequency and provide that information to the City for billing accuracy.

The contractor will be responsible for billing any commercial compactors within the City of Bentonville Jurisdiction. The Contractor will be responsible for collecting a 5% Franchise Fee to be paid to the City of Bentonville.

Construction open top roll-off containers will be an open market garbage collection item.

Residential Bulky Item Collection: Contractor will provide pickup of one (1) bulky item once per week at no cost to Residential customers. Customers will schedule pickup with the Contractor. Bulky items include but are not limited to furniture, grills, large toys, mattresses, fire pits, and certain household appliances. The City estimates the number of bulky item pick-ups to be between 650 – 1,300 items per month.

Residential Unusual Accumulations: When a Customer desires a collection of more material than the weekly limit of solid waste or bulky items, the Customer may request an Unusual Accumulations Collection, which Contractor may perform subject to the Contractor's assessed fee. Any fees charged by Contractor to a Customer for Unusual Accumulations Collection will be determined after visual inspection by Contractor and such fees must be approved by the Customer prior to commencing work. Unusual Accumulations Collection fees will be billed and collected by Contractor.

Cart Specifications:

- Use and/or maintain standardized colors for carts or lids (e.g., blue for recyclables, green for yard waste, gray for trash) to ensure uniformity, consistency, and ease of identification.
- Employ and/or update clear, recognizable wording/graphic symbols to indicate accepted materials (e.g., the chasing arrows symbol for recyclables, a leaf for yard waste).
- Develop and/or provide educational materials using clear, concise, and jargon-free language that is easily understood by residents.

Cart Replacement: The Contractor shall be responsible for the replacement of damaged or missing solid waste and/or recycling carts at no additional cost to the City or residents, provided the damage or loss was not due to misuse or negligence by the resident. Replacement carts must be delivered within five (5) business days of notification. The Contractor shall maintain an adequate inventory of carts to ensure timely replacements and shall track all replacements for audit and service verification purposes. Additionally, any non-compliant carts that do not meet the specifications outlined in this contract shall be identified and replaced by the Contractor within six (6) months of notification by the City.

Cart Placement for Collection: As a general rule, residents are required to place their carts next to the curb (within three feet of curb, with three feet clearance on either side) in front of the residence for pickup. Contractor shall not be required to collect any waste not placed in the designated Cart, where the Cart is overloaded by weight or volume, or that is not properly placed curbside.

Curbside Assistance Cart Placement for Collection: In accordance with the Americans with Disabilities Act and exceptional customers' needs, the contractor will make reasonable accommodations for collecting the trash and recyclables of customers with disabilities. Such persons shall be provided house-to-curb service at the rate for curbside service. If all residents of a Single-Family Residence greater than 12 years of age are disabled and cannot safely move their Waste cart to the curb, Contractor personnel will collect the Cart at the side yard or garage door and return it to the same place once emptied. The residents will arrange with the City to provide curbside assistance collection. The rate for the collection of curbside assistance carts shall be the same as a regular collection.

Excluded Waste: If excluded waste is discovered before it is collected by Contractor, Contractor may refuse to collect the entire bin, container, bag, or bundle of waste. In such situations, Contractor shall contact City and City shall undertake appropriate action to ensure that such excluded waste is removed and properly disposed of by the depositor or generator of the waste. In the event any excluded waste is not discovered by Contractor before it is collected, Contractor may, in its sole discretion, remove, transport, and dispose of such excluded waste at a location authorized to accept such excluded waste in accordance with all applicable laws and charge the generator of such excluded waste all direct and indirect costs incurred due to removal, remediation, handling, transportation, delivery, and disposal of such excluded waste. City shall provide all reasonable assistance to Contractor to investigate to determine the identity of the depositor or generator of the excluded waste and to collect the cost incurred by Contractor in connection with such excluded waste. Subject to City's providing all such reasonable assistance to Contractor, Contractor shall release City from any liability for any such cost incurred by Contractor in connection with such excluded waste, except to the extent that such excluded waste is determined to be attributed to City.

- Excluded Waste means Large Dead Animals, Hazardous Waste, Offal Waste, Stable Matter, Vegetable Waste, Construction Debris, Special Waste, and other types of Waste expressly excluded from this Agreement.

City Facilities: Contractor shall collect Garbage and Recyclables from Carts and Dumpsters at those City Facilities included in the Agreement at the frequency and day(s) specified by City, Monday through Friday. Contractor shall not be required to provide more than a daily collection per location. City has supplied information regarding Structures receiving Cart and Dumpster service, the number and size of the Containers, and the collection frequency attached herein. There are approximately twenty-eight (28) City Facilities to be serviced at no charge.

Public Education: Contractor will be required to inform and educate Residential and Commercial Customers regarding Contractor's commencement of services under this Agreement, Contractor shall, at Contractor's cost:

- Distribute a professionally prepared brochure to each Residence and Commercial at least one (1) time approximately four (4) weeks before the commencement of collection by Contractor, which brochure shall, as a minimum, describe the upcoming changeover in the provider of Waste Material, Recyclable Material, and Yard Waste collection services to Residential Customers, the date Contractor will start providing such services, Contractor's contact information to be used by Residential and Commercial Customers wishing to ask questions or lodge complaints, and any other relevant information necessary to enhance community education;
- Provide to City a sufficient number of additional copies of the above-described brochure to allow City to provide to people requesting such information;
- Coordinate with and supply all information reasonably requested by City's Communication's Manager to facilitate City's efforts to notify Residential and Commercial Customers of this transition; and
- Contractor shall provide the City with a comprehensive community education program to promote optimum participation in the recycling program. The plan shall be updated on the first business day of each year. Contractor shall provide a sample of the education campaign to be utilized during the first year of the Agreement within the Operating Plan.

City Billing Process: The City will initiate billing for new customers and bill all customers on a monthly basis at the basic rate plus a ten percent (10%) markup to cover administrative costs, and franchise fee(s), plus applicable sales taxes. The City will provide the Contractor daily with an electronic list of new accounts for the previous business day. The City will provide Contractor with a digital summary of all sanitation collections made in the preceding month. Payment will be made to the contractor on a monthly basis, based off of the total quantity billed multiplied by the basic rates. Payment to the Contractor will be processed via check by the 15th of each month and tracking number will be provided.

Modification of Rates: Modification of Rates. Base Rates charged by Contractor for services will remain fixed and will not be adjusted for changes in the CPI (hereinafter defined) until October 1, 2026. Commencing on October 1, 2026, continuing annually on each anniversary date of the Commencement Date of this Agreement, upon ninety (90) days' notice to City, the Base Rates for services shall be adjusted by the same percentage as the Consumer Price Index for All Urban Consumers (published by the United States Bureau of Labor Statistics, Consumer Price Index, U.S. City Average, All Urban Consumers, Garbage and Trash Collection, Not Seasonally Adjusted. Base Period December 1983=100), (the C.P.I.) shall have increased during the preceding twelve-month period from October 1 of the prior year to October 1 of the year of the rate increase computations. In the event the U.S. Department of Labor, Bureau of Labor Statistics ceases to publish the C.P.I., the parties hereto agree to substitute another equally authoritative measure of the change in the purchasing power of the U.S. dollar as may be then available to carry out the intent of this provision.

Regulatory Rate Adjustment: Contractor may petition City at any time for additional payment rate adjustments based on certain unusual and unanticipated changes in the cost of operations, including, but not limited to new or revised Federal or State laws, ordinances, or regulations that place a direct fee or tax per ton on municipal solid waste generated by City. The increase per month shall be calculated using the annually reported waste generation data per account in City. City shall have the right, as a condition for its approval, to demand inspections by itself or by an independent auditor of pertinent records that demonstrate the need for an adjustment to the payment rates. If City shall fail to approve such requested increase within thirty (30) days after receipt of such request, Contractor shall have the right to terminate the Agreement with 180 days' notice to City.

Contractor Responsibilities:

- Customer Service Response Center with adequate personnel to address customer requests and complaints.
- Holidays – The following shall be holidays for purposes of this Agreement:
- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day
- Contractor may decide to observe any, all, or none of the above-mentioned holidays by suspension of collection service on the holidays, but such decision in no manner relieves Contractor of its obligation to provide collection service at least once per week.
- Contact Person shall be primary contact responsible for the City of Bentonville Account. If the Contractor's representative changes, it shall within 2 business days notify the City of the name, address, phone numbers (including mobile phone numbers) and email address for the new representative.
- Vehicles used for collection with City at the time of commencement of the Agreement are not older than an average of five (5) years throughout the fleet.
- Contractor must demonstrate that collected Recyclables are processed for reselling for use in marketable products.
- Missed pickups must be resolved on the next business day of normal operation.
- Securing at Contractor's expense all governmental permits and licenses and required regulatory approvals, including those required by City ordinances.
- Collection of waste and recyclable materials shall not start before 6:30 AM. Exceptions to collection hours shall be affected only upon the mutual agreement of City and Contractor, or when Contractor reasonably determines that an exception is necessary to complete collection on an existing collection route due to unusual circumstances.
- There are approximately twenty-eight (28) City of Bentonville facilities to be serviced at no charge.

Vehicle Maintenance: All trucks and other equipment shall be kept in proper and safe repair and in sanitary condition. All trucks shall be properly tagged, and insurance certificates and other state mandated documentation shall be kept on board at all times. All containers and equipment shall bear the name and telephone number of the Contractor, and the information shall be as visible to the public as reasonably possible.

Liquidated Damages: Contractor shall provide daily services in a timely manner with minimal interruptions, maintain environmentally responsible practices, and promptly address and resolve Residential and Commercial Customer complaints. Failure to meet these performance standards may result in the assessment of Liquidated Damages. The City may assess and charge such damages on a monthly basis and will notify Contractor in writing of any amounts assessed. If Contractor wishes to dispute any assessment, a written request for a meeting with the Mayor or the Mayor's designee must be submitted. The decision of the Mayor or designee shall be final.

a. Liquidated Damages Assessed. City may assess liquidated damages to Contractor as follows:

1. Missed collection: $100 per missed collection over five (5) missed collections per day. A missed collection occurs when a customer reports a missed collection, the address was not reported by Contractor as an unacceptable set-out, and Contractor cannot provide data demonstrating collection vehicle traveled on the street and collections occurred on the street during the day of the complaint.
2. Commencement of residential and commercial collection prior to 6:30 a.m. except as expressly permitted: $100 per route per occurrence.
3. Failure to clean up spilled Solid waste, resulting from Contractor loading and/or transporting within two (2) hours of notification: $250 per impacted address.
4. Failure to resolve properly reported bona fide Customer complaints within one business day: $100 for each incident.
5. Failure to submit an accurate Monthly or Annual report in the specified format, as required by the Agreement: $100 per report per calendar day delinquent.

b. Liquidated Damages and Not Penalty:

The Parties acknowledge that Contractor's failure to perform specific tasks under this Contract may cause damages to the City, including the need to assist Residential and Commercial Customers in addressing and resolving service issues. Because such damages are difficult to quantify and cannot be reasonably estimated or foreseen, the City and Contractor agree that any amounts assessed under this Contract for such failures shall constitute liquidated damages and not a penalty.

APPENDIX C

FEES AND SCHEDULE

CITY OF BENTONVILLE					
PRICING FORM					
SOLID WASTE AND RECYCLING SERVICES					
Line Item	**Residential**	**Estimated Quantity**	**Service Frequency**	**Rate Per Cart**	**Total Monthly Price**
1	Trash and Recycle Cart Combo	21,013	Weekly	$15.89	$333,896.57
2	Additional Trash Cart	547	Weekly	$7.00	$3,829.00
3	Additional Recycle Cart	54	Weekly	$0.00	$0.00
	Commercial	**Estimated Quantity**	**Service Frequency**	**Rate Per Cart**	**Total Monthly Price**
4	Trash Cart	512	Weekly	$25.00	$12,800.00
5	Recycle Cart	192	Weekly	$25.00	$4,800.00
6	Additional Trash Cart	86	Weekly	$10.00	$860.00
7	Additional Recycle Cart	73	Weekly	$10.00	$730.00
Commercial Solid Waste Dumpsters					
	Solid Waste Dumpsters	**Estimated Quantity**	**Estimated Weekly Frequency**	**Yards x Frequency x 4.33**	
8	2-yard	250	397	3,438	
9	4-yard	285	324	5,612	
10	6-yard	325	462	12,003	
11	8-yard	400	882	30,552	
			Rate Per Yard	**Estimated Total Yards Per Month**	
			$5.67	51,605	$292,600.01
Commercial Recycling Dumpsters					
	Recycling Dumpsters	**Estimated Quantity**	**Estimated Weekly Frequency**	**Yards x Frequency x 4.33**	
12	2-yard	60	64	554	
13	4-yard	17	17	294	
14	6-yard	35	36	935	
15	8-yard	75	80	2,771	
			Rate Per Yard	**Estimated Total Yards Per Month**	
			$4.85	4,555	$22,092.53
TOTAL MONTHLY PRICE			$671,608.11		
Miscellaneous Services (not included in total price)					
Line Item	**Description**	**Estimated Quantity**	**Frequency**	**Annual Billing Rate**	
1	Yard Waste (subscription service) - 96 Gal. Cart	1,000	Weekly	$ 136.00	

APPENDIX D

EMERGENCY RESPONSE PLAN

ENVIRONMENTAL SOLUTIONS



Emergency Response Solutions

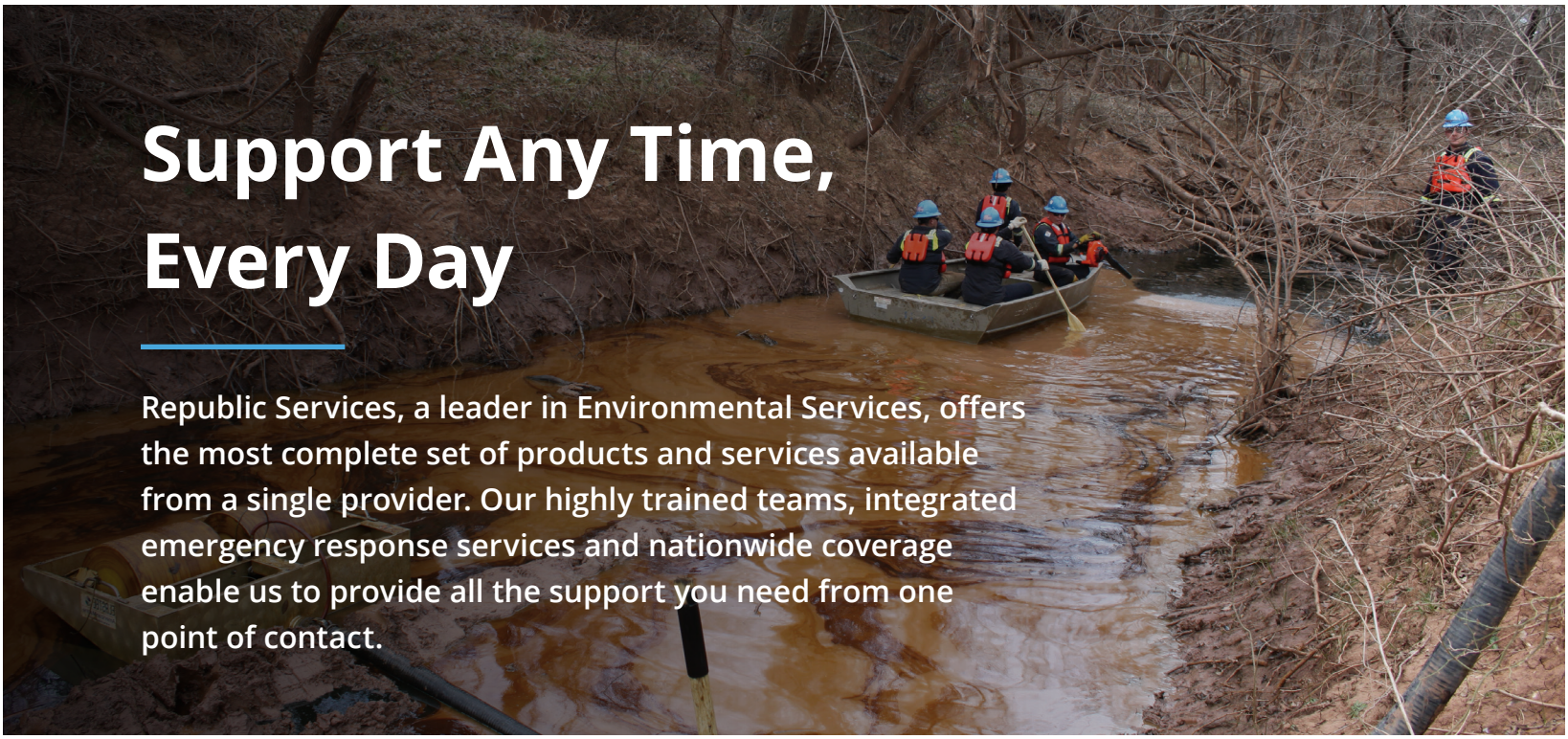
As an industry leader, Republic Services handles environmental incidents across North America on land, in water and on rail.

24/7 Emergency Response Hotline

800.899.4672

REPUBLIC SERVICES

Sustainability in Action



Support Any Time, Every Day

Republic Services, a leader in Environmental Services, offers the most complete set of products and services available from a single provider. Our highly trained teams, integrated emergency response services and nationwide coverage enable us to provide all the support you need from one point of contact.

Our dedicated call center and trained professionals are ready to deliver comprehensive service whenever you need us.

24/7
NATIONWIDE COVERAGE

2 Hour
RESPONSE TIME

70+
YEARS OF EXPERIENCE

HUNDREDS OF RESPONSE LOCATIONS









Let Us Tackle the Tough Stuff

Our hazmat specialists help you prepare for and quickly respond to, contain, and clean up after emergencies to minimize your environmental impact.

- Emergency Response
- Disaster Response
- Biohazardous Decontamination
- High-Hazard Response (SRS)
- Oil Spill Response and Compliance (NRC)



Safe. Compliant. Dependable.

Our nationwide network provides the most extensive set of Environmental Solutions available from a single provider.

Emergency Response

We will respond to your phone call within 2 hours. Then if we can help, we will deploy the right resources quickly and bring 70 years of experience to your crisis.

Leaders in Safety

Even in times of emergency, we prioritize our employees' safety while caring for the environment, the public and our customers. You can depend on us for safety and compliance, reducing your risk and liability.

One Partner from Start to Finish

Our services range from preparedness to the removal of hazardous and non-hazardous material and debris.

You can trust us to provide unequaled expertise, urgency and professionalism when it comes to catastrophic events.

Trust Us to Care for You

Republic Services is devoted to customer satisfaction. We offer transparent pricing and cost controls with no signup costs or hidden fees.

With customizable tracking and reporting, accurate invoicing and unparalleled data delivery, you can trust us to care for you and your business.

Unmatched Expertise & Around-the-Clock Support

18K+
VESSELS COVERED FOR OPA 90 COMPLIANCE

780+
FACILITIES COVERED FOR OPA 90 COMPLIANCE

5K+
GLOBAL RESPONSE RESOURCES

10K+
EMERGENCY RESPONSES ANNUALLY

OSRO
FULLY CLASSIFIED



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REPUBLIC SERVICES

Sustainability in Action

ORDINANCE NO. _____

AN ORDINANCE WAIVING COMPETITIVE BIDDING FOR RESIDENTIAL AND COMMERCIAL SOLID WASTE COLLECTION AND RECYCLING SERVICES; AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH ALLIED WASTE, LLC. D/B/A REPUBLIC SERVICES OF BELLA VISTA; AND FOR OTHER PURPOSES.

WHEREAS, the City of Bentonville advertised for competitive bids for residential and commercial solid waste collection and recycling services in accordance with Arkansas Code Annotated § 14-58-303;

WHEREAS, the City received bids, all of which were determined to be non-responsive or non-responsible;

WHEREAS, the City Council finds that a good faith effort was made to obtain competitive bids and that strict compliance with the competitive bidding requirement is not practical or feasible under the present circumstances; and

WHEREAS, the City Council desires to waive competitive bidding and proceed with securing residential and commercial solid waste collection and recycling services by direct negotiation in order to ensure continued service for its residents.

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

Section 1: The City Council hereby waives the requirement of competitive bidding for the residential and commercial solid waste collection and recycling services pursuant to Arkansas Code Annotated § 14-58-303;

Section 2: That the Mayor and City Clerk are hereby authorized to enter into an agreement with Allied Waste, LLC. d/b/a Republic Services of Bella Vista for residential and commercial solid waste collection and recycling services for a five (5) year contract term with an option to extend for one (1) additional five (5) year term, upon mutual written agreement via amendment;

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

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

PASSED and APPROVED this _____ day of _____, 2025.

APPROVED:

ATTEST:

_____
STEPHANIE ORMAN, MAYOR

_____
MALORIE MARRS, CITY CLERK

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	7/15/2025	**Submitted By:**	Mike Bender
Phone:	479-271-3140	**For Department(s):**	Water
Email:	mbender@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Water Utilities Water Service Line Replacement Arkansas Community Assistance Grant Request
Action Recommendation & Justification:	Resolution authorizing the Mayor and City Clerk to enter into an agreement with Arkansas Economic Development Commission to pursue an Arkansas Community Assistance Grant to support ongoing water service line replacements for service line leaks identified in the recent water distribution system leak detection exercise. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	This request is an 80/20 percent match request with the City committing 20% towards the project. The estimated project grant from Arkansas Economic Development Commission is up to $800,000.00 for a total project cost of $1,000,000.00 with the City contributing $200,000.00.
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 Public Works

Memo

To: Bentonville City Council Members and Mayor

From: Mike Bender, Public Works Director

cc: City of Bentonville Legal and Finance Department

Date: July 22, 2025

Re: Resolution for Arkansas Community Assistance Grant Program

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Public Works is respectfully seeking the City Council's approval of a resolution authorizing the Mayor and the City Clerk to enter into an agreement with Arkansas Economic Development Commission to pursue Arkansas Community Assistance Grant funding to support ongoing water leak testing and repair.

The request is an 80/20% matching grant with the City committing 20% towards the project. The estimated project cost is $1,000,000.00, requiring the City to commit $200,000.00 towards the possible AEDC $800,000.00 contribution.

Arkansas Community Assistance Grant Program

Resolution Passed by City Council/Quorum Court/Non-Profit Board

Date: July 22,2025

Resolution #_____

Be it resolved by the City Council/Quorum Court/Non-Profit Board of City of Bentonville

State of Arkansas a resolution entitled: Water Utilities Water Service Line Replacement Arkansas Co

A Resolution authorizing the Mayor/Judge/President of the City of Bentonville to apply for a grant on behalf of Bentonville Water Utilities. Whereas the the City of Bentonville City Council/Quorum Court/Non-Profit Board has determined that the City of Bentonville *(community/non-profit)* meets eligibility requirements necessary to apply for a grant under the Arkansas Community Assistance Grant Program, and

Whereas, the City of Bentonville *(community/non-profit)* has presented plans to perform water service line replacements identified from a water system leak detection exercise *(description of project)*; and whereas, the City Council/Quorum Court/Non-Profit Board of the City of Bentonville recognizes the need for the project, concurs with its importance, and supports the Bentonville Water Utilities *(community/non-profit)* in its efforts to proceed with the same, and

Whereas, the the City of Bentonville *(community/non-profit)* has furnished proof that they have raised $ 200,000.00 through community cash and/or in-kind donations to be applied to the project as a local match;

Be it further resolved that the Mayor/County Judge/President of the City of Bentonville is hereby authorized to submit an application of formal request to the Arkansas Economic Development Commission for purpose of securing state grant funds in the amount of $ 800,000.00 to aid and assist the Bentonville Water Utilities *(community/non-profit)* in executing the proposed project described herein and that the Mayor/County Judge or Recorder/Treasurer/President of the City of Bentonville is further authorized to administer the grant funds for the same project.

THIS RESOLUTION ADOPTED IN REGULAR SESSION_____*(date)*.

Approved: _____
Signature of Mayor/County Judge/Board President

Attest: _____
Signature of City or County Clerk

Note: This is a sample copy of a resolution intended to assist applicants in knowing what to submit.

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	7/22/2025	**Submitted By:**	Donald Schmidt
Phone:	(479) 271-3140	**For Department(s):**	Water Utilities - Water and Sewer Rehab
Email:	dschmidt@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Resolution Amending IFB-25-32 - IDIQ Water and Sewer Maintenance Work Agreement
Action Recommendation & Justification:	Resolution amending the 2025 budget and authorizing the Mayor and City Clerk to amend the IDIQ contract for Hickman Underground, LLC, increasing the amount by $500,000.00. Utility Board approved 5-0. A budget adjustment is needed.
Additional Comments for Consideration (Optional):	The original contract amount was budgeted for this year and approved on 4/8/2025. The increased failure rate of water service lines continues to exceed the capacity of both existing staff and the current IDIQ contractors to meet demand. With that, it is necessary to amend the agreement to ensure the continued replacement of water service lines to help reduce water loss.
Amount for Approval:	$ 500,000.00

Budget Impact

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

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

503020-44450	Pub Works by Proj Maint	$ 500,000.00	$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		$	$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		$	$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		$	$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue

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

Budget Impact Notes for Consideration (Optional):

This amendment will be funded by Utility Fund Reserves.

CITY OF BENTONVILLE, ARKANSAS

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

City Hall – 305 SW A Street Bentonville, Arkansas 72712

AMENDMENT TO INVITATION FOR BID CONTRACT

This amendment (the "Amendment"), dated July 22, 2025 is made by the City of Bentonville, Arkansas ("City") and Hickman Underground, LLC ("Contractor"), parties to the Invitation for Bid (IFB)-25-32 with Bentonville Water Department, for Indefinite Delivery – Indefinite Quantity (IDIQ) Water and Sewer Maintenance Work, dated April 22, 2025 (the "Agreement").

1. The Original Agreement that was approved by City Council on April 8, 2025, in an amount not to exceed $500,000 per year for each contract awarded.

2. The Agreement is Amended as follows:

3. The estimated total of payments for the contract is estimated to be $1,000,000.00 per contract term.

4. This Amendment shall be effective immediately when fully executed.

5. Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Amendment and the Agreement, or any earlier Amendment, the terms of this Amendment shall prevail.

THE CITY OF BENTONVILLE, ARKANSAS

BY:_____
Stephanie Orman, Mayor

DATE:_____

Company Name:_____

BY:_____

Name(printed):_____

DATE:_____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AMENDED AGREEMENT WITH HICKMAN UNDERGROUND, LLC, INCREASING THE CONTRACT AMOUNT BY FIVE HUNDRED THOUSAND DOLLARS ($500,000.00); AMENDING THE 2025 BUDGET; AND FOR OTHER PURPOSES.

WHEREAS, the City of Bentonville entered into a contract with Hickman Underground, LLC. dated April 8, 2025;

WHEREAS, the need has arisen to amend the contract to continue repairs to the water service lines and reduce water loss; and

WHEREAS, a budget adjustment is needed to fund this amendment.

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

Section 1: The Mayor and City Clerk are authorized to enter into an amended agreement with Hickman Underground, LLC. for additional services, increasing the contract amount by five hundred thousand dollars ($500,000.00);

Section 2: The 2025 Budget is hereby adjusted to appropriate five hundred thousand dollars ($500,000.00) from Utility Fund Reserves into Account #503020-44450 – 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 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:	7/22/2025	**Submitted By:**	Beau Thompson
Phone:	479-271-3140	**For Department(s):**	Water Utilities
Email:	bthompson@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Resolution to Enter Agreement with Olsson - 48" Water Main Relocation Construction Phase Services
Action Recommendation & Justification:	Resolution authorizing the Mayor and City Clerk to enter into an agreement with Olsson, Inc. for Amendment # 2, in the amount of $2,089,769.00, for construction phase services for the 090512 ARDOT 48" Water Transmission Main Relocation project. Utility Board approved 5-0. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	The original contract is valued at $975,342.00, this increases the total contract amount to $3,065,111.00. Project is 99.53% reimbursable from ARDOT, leaving the city responsible for an additional $9,821.91.
Amount for Approval:	**$** 2,089,769.00

Budget Impact

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

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

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

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

Budget Impact Notes for Consideration (Optional):

LETTER AGREEMENT
AMENDMENT #2
CONSTRUCTION SERVICES- 48-INCH RELOCATION

Date: July 8, 2025

This AMENDMENT ("Amendment") shall amend and become a part of the Letter Agreement for Professional Services dated June 16, 2023, between City of Bentonville, AR ("Client") and Olsson, Inc. ("Olsson", "Engineer") providing for professional services for the following Project (the "Agreement"):

PROJECT DESCRIPTION AND LOCATION

Project is located at: Benton County, Arkansas

Project Description: 48-Inch Transmission Line Relocation (associated ARDOT project 090512)

SCOPE OF SERVICES

Client and Olsson hereby agree that Olsson's Scope of Services under the Agreement is amended by adding Construction Phase Services specifically described below for the additional compensation set forth below:

CONSTRUCTION PHASE SERVICES

The work covered by this section includes those services required during the construction phase of the work and during the one-year project performance period following the initiation of operation of the completed project. The scope of services includes the conduct of those activities needed to meet the requirements of the Drinking Water State Revolving Fund program. These activities will be completed throughout the implementation of the project.

Phase 800 – Engineering Construction Contract Administration

A. Olsson shall document compliance of both the Build America, Buy America Act (BABA) and Davis-Bacon as required by Arkansas Department of Transportation (ARDOT) and the State. The ENGINEER will maintain the records for the BABA and Davis-Bacon programs.

B. Preconstruction Conference – Coordinate with ARDOT to conduct a Preconstruction Conference with Owner, Contractor, Engineer, Engineer's Subconsultant, Surveyor, Observation team, and testing team and other stakeholders. Engineer shall provide agenda and minutes from meeting. At the time of the preconstruction conference, a Notice to Proceed will be issued.

C. Attend regularly scheduled construction progress meetings with the contractor and Client. Contractor shall provide agenda and minutes of the meeting. It is anticipated that these meetings will occur on a monthly basis.

D. Furnish licensed professional engineers to make weekly visits to the site (as distinguished from the services of a Resident Project Representative) as appropriate to observe the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the contract documents. In performing these services, Olsson will endeavor to protect the Owner against defects and deficiencies in the work of the contractor; but Olsson cannot guarantee the performance of the contractor, nor will Olsson supervise, direct, control or have authority over or be responsible for Contractor's means, methods, techniques, sequences or procedures of construction or for the safety measures that the contractor takes or should take.

E. Olsson will be Owner's representative during the construction period. Olsson may authorize minor variations in the Work which do not involve adjustment to contract time or price, however, Olsson will consult with and advise the Owner as to all such matters; issue all instructions to the contractor requested by the Owner; and prepare routine change orders as required.

F. Review samples, catalog data, schedules, shop drawings, laboratory, shop and mill tests of material and equipment and other data which the contractor submits. In conjunction with the review, the ENGINEER will develop a Submittal Log containing the following columns at a minimum: Item Name, Manufacturer, Model Number, Date Approved, BABA Required, BABA Proof, Notes. Items not normally included in the Submittal Log but required of BABA must be included; such as, nuts, bolts, screws, welding wire rods, etc. This review is for the benefit of the Owner to ensure general conformance with the design concept of the project and general compliance by the contractor with the information given in the contract documents. It does not relieve the contractor of any responsibility such as dimensions to be confirmed and correlated at the job site, appropriate safety measures to protect workers and the public, or the necessity to construct a complete and workable facility in accordance with the contract documents.

G. Answer contractors' questions and interpret construction documents. Questions and interpretations will be answered through a written Request for Information (RFI) or similar process.

H. Review the Contractor's applications for progress and final payments, and when approved, submit same to the OWNER for payment. Olsson will provide necessary backup documentation to support the breakdown. Each monthly pay request will contain a written compliance statement for both the BABA and Davis-Bacon contract requirements, and a copy of the latest Submittal Log and waiver documentation.

I. Olsson will consult and advise with the OWNER; issue all instructions to the Contractor requested by the OWNER; prepare necessary contract change orders, including reconciliation change orders, for approval of the OWNER, ARDOT, and others on a timely basis.

J. Substantial Completion - Upon receipt of written notification from the CONTRACTOR of substantial completion, schedule a walk through to identify items to be completed or corrected prior to accepting substantial completion.

K. Olsson will attend, in company with the Owner's representative, a final inspection of the project. This inspection will be for conformance with the City of Bentonville standard final inspection process and compliance with the contract documents.

L. Olsson will notify the OWNER in writing that the project is complete, constructed in general accordance with the approved plans and specifications, and ready for final payment.

M. Olsson will provide the OWNER with one set of reproducible record (as-built) drawings, and one set of prints each to the OWNER, and the Arkansas Department of Health if necessary; as-built drawings per Bentonville Water Utilities specifications shall also be submitted in an acceptable digital format. Such drawings will be based upon construction record provided by the Contractor during construction and reviewed by the resident inspector and compared with the resident inspector's construction diary.

Phase 810 – Construction Observation Services

ENGINEER shall furnish a full-time Resident Project Representative (RPR), assistants and other field staff to assist the Project Manager in observing performance of the work of CONTRACTOR during the 260 working days construction period with the estimated start being fall of 2025.

The basis of this proposal assumes 9 hours per day, 5 days per week for 260 working days. Additional assumptions for the 24 hour / day inspections required for the connections of the new line to the existing line is an additional 1220 hours (2 weeks or 14 days at 24hrs/day minus the weekly 9 hours/day already accounted for). For projects requiring full time observation, full time hours will be billed at an hourly rate, overtime hours will be billed at time and a half.

Specific services to be performed by RPR are as follows:

A. Schedules - Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by CONTRACTOR and consult with ENGINEER concerning acceptability.

B. Conferences and Meetings - Attend meeting with CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

C. Liaison - Serve as OWNER's liaison with CONTRACTOR, working principally through CONTRACTOR's superintendent and assist in understanding the intent of the Contract Documents; and assist the ENGINEER in serving as OWNER's liaison with CONTRACTOR when CONTRACTOR's operations affect OWNER's on-site operations.

D. Shop Drawings and Samples - Record date of receipt of Shop Drawings and samples, receive samples which are furnished at the site by CONTRACTOR, and notify ENGINEER of availability of samples for examination. Advise ENGINEER and CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by ENGINEER.

E. Review of Work, Observations and Tests - Conduct on-site observations of the Work in progress to assist ENGINEER in determining if the Work is in general proceeding in accordance with the Contract Documents. Report to OWNER whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise OWNER of Work that RPR believes should be corrected, or should be uncovered for observation, or requires special testing, inspection or approval. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel and that CONTRACTOR maintains adequate records thereof; and observe, record and report to ENGINEER appropriate details relative to the test procedures and startups. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to ENGINEER.

F. Interpretation of Contract Documents - Report to ENGINEER when clarifications and

interpretations of the Contract Documents are needed and transmit to CONTRACTOR clarifications and interpretations as issued by ENGINEER.

G. Modifications - Consider and evaluate CONTRACTOR's suggestions for modifications in Drawings and Specifications and report with RPR's recommendations to ENGINEER. Transmit to CONTRACTOR decisions as issued by ENGINEER.

H. Records - Maintain records, orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents. Keep a diary or logbook, recording CONTRACTOR activities on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures, and send copies to OWNER.

I. Reports - Furnish ENGINEER and OWNER periodic reports as required of progress of the Work and of CONTRACTOR's compliance with the progress schedule and schedule of Shop Drawing and sample submittals. Consult with ENGINEER in advance of scheduled major tests, inspections or start of important phases of the Work. Draft proposed Change Orders and Work Directive Changes, obtaining backup material from CONTRACTOR and recommend to ENGINEER Change Orders, Work Directive Changes, and Field Orders. Report to ENGINEER and OWNER upon the occurrence of any accident.

J. Payment Requests - Review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to OWNER, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the work.

K. Completion - Before ENGINEER issues a Certificate of Substantial completion, submit to CONTRACTOR a list of observed items requiring completion or correction. Conduct final inspection in the company of ENGINEER, OWNER, and CONTRACTOR and prepare a final list of items to be completed or corrected. Observe that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.

L. SWPPP inspection – Weekly regulatory SWPPP inspections and reporting are the duty of the CONTRACTOR and are excluded from Olsson's services. Olsson's RPR shall review CONTRACTORS weekly reports for completeness and will monitor CONTRACTOR for general construction stormwater compliance.

Phase 820 – Non-Destructive Testing (NDT) Services

A. Olsson's staff will provide project management, administrative, and coating inspection services for the City of Bentonville, AR. We propose to provide our observation and testing services in the following manner:

B. Project Management and Administration – Olsson's NDT manager, will provide quality review and technical support to the project when needed. He will also manage the financial aspects of the project. He will attend and participate in the pre-construction and all monthly progress meetings with the contractor and owner.

C. Inspection Services – Olsson will provide a certified welding inspector to visually observe all welds for the proposed 48” water line. An estimated 20% of field lap welds will be tested using magnetic particle inspection.

D. Reporting - Olsson’s field professionals will prepare typed field reports summarizing each day's field observations, presenting test results, and detailing items not in compliance with the project drawings and/or specifications. Draft copies of the field reports will be provided daily to the designated field representative if requested.

Phase 830 – Construction Materials Testing Services

A. Construction testing services have been requested for fill placement, utility trench backfill, reinforced concrete, pavement subgrades, and asphaltic concrete pavement. We propose to provide our testing services in the following manner:

B. Fill Placement/Utility Trench Backfill – Prior to fill placement, subgrades should be stripped of vegetation, topsoil, and any other deleterious material. Representatives of Olsson will observe the stability and moisture content of the subgrades. The subgrades should be proofrolled with a fully loaded tandem axle dump truck.

C. Samples of materials proposed for use as structural fill and/or utility trench backfill will be obtained for laboratory testing. Laboratory tests, including standard and modified Proctors and Atterberg limits tests, will be performed to classify and determine physical properties of the proposed fill/backfill materials. Olsson will observe and test structural fill placed within the footprint of the proposed pavement areas. Olsson will also test backfill placed within segments of the utility trenches.

D. Reinforced Concrete - Olsson’s field technician will observe placement of concrete in the thrust blocks, encasements, and vault. Field tests, including slump, air entrainment. and temperature, will be performed on samples of concrete obtained from these structures. Cylinders will be cast from the concrete used in the construction of the structures for compressive strength testing.

E. Pavement Subgrades – Olsson’s field personnel will evaluate building and pavement subgrades with respect to stability and moisture content prior to construction of the on-grade slabs and or pavements. Subgrades should be proofrolled with a fully loaded tandem axle dump truck.

F. The general contractor superintendent should schedule subgrade evaluations within 48-hours of paving or following any significant weather event that could affect the performance of the pavement subgrade. Subgrades should be reobserved if weather conditions change or if construction of the on-grade slab and/or pavements is delayed more than 48-hours after initial observation.

G. Asphaltic Concrete Pavements – Field density tests will be performed in the base and surface courses of asphaltic concrete pavements. To evaluate results of the field density tests, cores and/or samples of the base and surface mixes delivered to the site will be obtained for laboratory testing.

H. Reporting - Olsson’s field professionals will prepare typed field reports summarizing each day's field observations, presenting test results, and detailing items not in compliance with the project drawings and/or specifications. Draft copies of the field reports will be provided daily to the designated field representative if requested.

I. Field reports will be reviewed by our project engineer and if required summarized in bi-weekly letters transmitted to the Client, Architect, Structural Engineer, General Contractor and Building Official. Olsson is not responsible for the Contractor's means or methods and does not have the obligation or authority to stop Contractor's work. Olsson's responsibility as special inspector is to report our field observations and test results to the Contractor and Client as provided herein.

J. Following completion of the project, if requested Olsson will prepare a final summary report stating its opinion with regard to whether the portions of the work that were observed, inspected and/or tested were in compliance with the project specifications.

K. Exclusions – SWPPP inspections are excluded, these will be performed by others.

Phase 840 – Construction Surveying Services

A. Olsson will provide construction layout surveys to establish horizontal and vertical control to properly locate the work. Staking is anticipated to include the pipe centerline every 100 feet with offsets, bends and fittings, and easement boundaries. A 48-hour notice is required for work requests.

B. The fee provided is an allowance based on estimated effort. Actual effort and fees will depend on Contractor's schedule, number of requests, etc. If accrued fees approach the estimated total for this phase, Olsson will notify the Client and discuss an equitable adjustment by amendment.

Phase 850 – Construction Sub-Consultant Services

A. Olsson will provide continued Sub-Consultant services of Staheli Trenchless Consultants according to the Reimbursable Expense Schedule attached to this Agreement. Trenchless construction of 60" casing at Osage Creek crossing included in the detailed design package with Staheli Trenchless Consultants as the designer of record of that system. Staheli Trenchless Consultants shall provide construction engineering support services including meeting attendance, submittal review, RFI and Change Order support, and on-site construction observation of trenchless installations. Staheli Trenchless Consultants scope of services and fee are provided as Exhibit F to this Amendment. Olsson shall charge 10% profit on sub-consultant services provided.

B. Olsson will provide continued Sub-Consultant services of Coffman Engineers according to the Reimbursable Expense Schedule attached to this Agreement. An Impressed current Cathodic Protection (CP) system was included in the detailed design package with Coffman Engineers as the designer of record of that system. Coffman shall provide construction engineering support services including on-call remote support, submittal review, on-site support, CP system commissioning, CP Operation and Maintenance Manual, Owner training for CP system, and record drawings. Coffman Engineer's scope of services and fee are provided as Exhibit G to this Amendment. Olsson shall charge 10% profit on sub-consultant services provided.

Safety

It is the responsibility of the general contractor or their subcontractors to provide safe access to work requiring observation or testing by the special inspector or tester. It is also the responsibility of the

general contractor or their subcontractors to provide OSHA compliant barriers or barricades around excavations greater than 6 feet in depth. In instances where barriers or barricades are not provided or work requiring observation or testing must be performed while within the area protected by barriers or barricades, the contractor shall provide and install an anchor point that meets the OSHA standard for fall protection for use by the special inspector or tester. The anchorage point shall be provided near excavations 6 feet or greater in depth where observation or testing is required. The anchorage point cannot be a piece of equipment that can be moved (like a drill rig or piece of earth working equipment). These anchorage points may need to be moved by the contractor when work requiring observation or testing is needed in other locations.

When fall protection is needed for Olsson personnel to perform their work, Olsson will supply Olsson personnel with harnesses and lanyards which can be tied off to contractor-provided anchorage points. If the contactor cannot supply an anchorage point for Olsson personnel, Olsson will work with the general contractor to come up with a solution possibly including Olsson providing our own anchorage, which may cause a delay and result in additional services.

DELIVERABLES

The following deliverables are included:

- Field Observation Reports
- Material Testing Reports
- Welding Inspection Reports
- Construction Photos
- Submittal Records
- RFI Records
- Change Records and Pay Records
- Plans of Record
- Warranty Tracking

SCHEDULE FOR OLSSON'S SERVICES

Olsson's Scope of Services for Amendment Number 2 are based on a construction period not to exceed 365 days to Substantial Completion and 395 days to Final Completion.

COMPENSATION

For the additional Scope of Services specifically set forth in this Amendment, Client shall pay Olsson the following fee in addition to the fee(s) set forth in the Agreement:

Client shall pay to Olsson for the performance of the Scope of Services, the actual time of personnel performing such services in accordance with the Labor Billing Rate Schedule(s) and all actual reimbursable expenses in accordance with the Reimbursable Expense Schedules attached to this Agreement. Olsson shall submit invoices on a monthly basis and payment is due within 30 calendar days of invoice date.

Olsson's Scope of Services for Amendment Number 2 will be provided on a time and expense basis not to exceed $ 2,089,769. Estimated subtotals by phase are listed below. Fees for each phase may vary as long as the total amount stated above is not exceeded.

Phase 800 – Engineering Construction Administration	$	494,925
Phase 810 – Construction Observation Services (RPR)	$	1,194,025
Phase 820 – Non-Destructive Testing Services	$	59,205
Phase 830 – Construction Materials Testing Services	$	149,328
Phase 840 – Construction Surveying Services	$	40,000
Phase 850 – Construction Sub-Consultant Services	$	152,286

It is understood and agreed that the above enumerated not-to-exceed fee was established on the basis that a construction contract would be awarded with a construction period of 395 calendar days. In the event the time for completion of construction extends beyond the period set out in the construction contract as negotiated, Olsson will be compensated for any additional time as an additional service and as approved by the OWNER and ARDOT. Olsson will also be compensated under the same paragraph for any additional time incurred due to default by Contractors, litigation, or other cause not normally anticipated. In the event that a stop work order is issued on the construction contract stopping the construction time, engineering services will be stopped accordingly until a notice to proceed is issued and construction work resumes. Liquidated damages in the construction contract shall be sufficient to cover additional costs associated with an overage on construction contract time. If construction contract time is increased by change order, any increased engineering fees will be submitted for review by the OWNER and ARDOT along with the change order.

TERMS AND CONDITIONS OF SERVICE

All provisions of the original Agreement not specifically amended herein shall remain unchanged.

If this Contract Amendment satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain a copy for your files and return an executed original to Olsson. This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by us in writing.,

OLSSON, INC.

By _____ By _____
Andrea Adams, Sr. Director of Operations Chris Dougherty, PE; Group Leader

By signing below, you acknowledge that you have full authority to bind Client to the terms of this Amendment. If you accept this Amendment, please sign:

CITY OF BENTONVILLE, AR

By _____
Signature

Printed Name _____

Title _____ Dated: _____

Attachments
Exhibit A – Olsson duties, responsibilities, and limitations of authority of Resident Project Representatives
Exhibit B – Olsson Fee Summary Worksheet
Exhibit C – Phase 800 – Engineering Construction Admin Rate Sheet
Exhibit D – Phase 810 - Construction Observation Rate Sheet
Exhibit E – Phase 830 – Construction Materials Testing Rate Sheet
Exhibit F - Subconsultant Staheli Trenchless Consultants Scope and Fee Proposal
Exhibit G - Subconsultant Coffman Engineers Scope and Fee Proposal

A LISTING OF THE DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY OF THE RESIDENT PROJECT REPRESENTATIVE

ENGINEER shall furnish a Resident Project Representative (RPR), assistants and other field staff to assist ENGINEER in observing performance of the work of CONTRACTOR.

Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants, ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the work of CONTRACTOR; but, the furnishing of such services will not make ENGINEER responsible for or give ENGINEER control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for CONTRACTOR's failure to perform the Work in accordance with Contract Documents and in particular the specific limitations set forth in the Agreement as applicable.

The duties and responsibilities of the RPR are limited to those of ENGINEER in ENGINEER's agreement with the OWNER and in the construction Contract Documents, and are further limited and described as follows:

A. General

RPR is ENGINEER's agent at the site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR's dealing in matters pertaining to the on-site work shall in general be with ENGINEER and CONTRACTOR keeping OWNER advised as necessary. RPR's dealing with subcontractor shall only be through or with the full knowledge and approval of CONTRACTOR. RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.

B. Duties and Responsibilities of RPR

1. Schedules: Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by CONTRACTOR and consult with ENGINEER concerning acceptability.
2. Conferences and Meetings: Attend meeting with CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
3. Liaison:
    a. Serve as ENGINEER's liaison with CONTRACTOR, working principally through CONTRACTOR's superintendent and assist in understanding the intent of the Contract Documents; and assist the ENGINEER in serving as OWNER's liaison with CONTRACTOR when CONTRACTOR's operations affect OWNER's on-site operations.
4. Shop Drawings and Samples:
    a. Record date of receipt of Shop Drawings and samples.
    b. Receive samples which are furnished at the site by CONTRACTOR, and notify ENGINEER of availability of samples for examination.
    c. Advise ENGINEER and CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by ENGINEER.

5. Review of Work, Rejection of Defective Work, Inspections and Tests:
    a. Conduct on-site observations of the Work in progress to assist ENGINEER in determining if the Work is in general proceeding in accordance with the Contract Documents.
    b. Report to ENGINEER whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENGINEER of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
    c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that CONTRACTOR maintains adequate records thereof; and observe, record and report to ENGINEER appropriate details relative to the test procedures and startups.
    d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to ENGINEER.
6. Interpretation of Contract Documents: Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to CONTRACTOR clarifications and interpretations as issued by ENGINEER.
7. Modifications: Consider and evaluate CONTRACTOR's suggestions for modifications in Drawings and Specifications and report with RPR's recommendations to ENGINEER. Transmit to CONTRACTOR decisions as issued by ENGINEER.
8. Records:
    a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.
    b. Keep a diary or log book, recording CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.
9. Reports:
    a. Furnish ENGINEER periodic reports as required of progress of the Work and of CONTRACTOR's compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
    b. Consult with ENGINEER in advance of scheduled major tests, inspections or start of important phases of the Work.
    c. Draft proposed Change Orders and Work Directive Changes, obtaining backup material from CONTRACTOR and recommend to ENGINEER Change Orders, Work Directive Changes, and Field Orders.
    d. Report immediately to ENGINEER and OWNER upon the occurrence of any accident.
10. Payment Requests: Review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.

11. Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to ENGINEER for review and forwarding to OWNER prior to final payment for the Work.
12. Completion:
    a. Before ENGINEER issues a Certificate of Substantial Completion, submit to CONTRACTOR a list of observed items requiring completion or correction.
    b. Conduct final inspection in the company of ENGINEER, OWNER, and CONTRACTOR and prepare a final list of items to be completed or corrected.
    c. Observe that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.

C. Limitations of Authority

Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by ENGINEER.
2. Shall not exceed limitations of ENGINEER's authority as set forth in the Agreement or the Contract Documents.
3. Shall not undertake any of the responsibilities of CONTRACTOR, subcontractors or CONTRACTOR's superintendent.
4. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
5. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
6. Shall not accept Shop Drawing or sample submittals from anyone other than CONTRACTOR.
7. Shall not authorize OWNER to occupy the Project in whole or in part.
8. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ENGINEER.

Exhibit B - Olsson Fee Summary Sheet

Date: Tuesday, July 8, 2025
Job: 023-03244 BWU 48" relocation

TOTALS

Phase/ Task	Description of Work	Total Man-Days	Total Labor Fee	Total Expense Fee	Total Fee	Phase Total
800	**Engineering Construction Admin (WWW-GN)**					
800001	General Project Management	70.25	$ 89,440.00	$ -	$ 89,440.00	
800002	Preconstruction Meeting	12.00	$ 16,040.00	$ -	$ 16,040.00	
800003	Pay Request Review	18.00	$ 23,560.00	$ -	$ 23,560.00	
800004	Monthly Construction Meetings	38.25	$ 58,290.00	$ -	$ 58,290.00	
800005	Submittal Review	97.00	$ 110,500.00	$ -	$ 110,500.00	
800006	RFIs	20.00	$ 34,500.00	$ -	$ 34,500.00	
800007	Engineer Field Visits (biweekly)	36.00	$ 47,760.00	$ 3,500.00	$ 51,260.00	
800008	Change/Field Orders	33.75	$ 48,650.00	$ -	$ 48,650.00	
800009	General Closeout	12.00	$ 14,800.00	$ -	$ 14,800.00	
800010	Record Drawings	22.00	$ 24,600.00	$ -	$ 24,600.00	
800011	Punchlist	6.50	$ 8,300.00	$ -	$ 8,300.00	
800012	Environmental Support	13.88	$ 14,985.00	$ -	$ 14,985.00	
						$ 494,925.00
810	**Construction Observation**					
810001	Preconstruction	11.88	$ 17,775.00	$ -	$ 17,775.00	
810002	Observation	850.00	$ 1,001,400.00	$ 43,000.00	$ 1,044,400.00	
810003	Project Management	66.25	$ 94,050.00	$ -	$ 94,050.00	
810004	General Closeout	25.00	$ 37,800.00	$ -	$ 37,800.00	
						$ 1,194,025.00
820	**Non-Destructive Testing**					
820001	Project Management and Administration	5.00	$ 6,300.00	$ -	$ 6,300.00	
820002	Weld Inspection Services	55.00	$ 48,000.00	$ 4,905.00	$ 52,905.00	
						$ 59,205.00
830	**Construction Materials Testing**					
830001	Project Management and Administration	18.10	$ 18,090.00	$ -	$ 18,090.00	
830002	Construction Materials Testing	141.00	$ 96,232.50	$ 35,005.00	$ 131,237.50	
						$ 149,327.50
840	**Survey**					
840001	Construction Surveying	30.00	$ 40,000.00	$ -	$ 40,000.00	
						$ 40,000.00
850	**Subconsultant Construction Services**					
850001	Staheli Trenchless Sub (See Exhibit F for detail)	-	$ -	$ 48,107.00	$ 48,107.00	
850002	Coffman CP Sub (See Exhibit G for detail)	-	$ -	$ 90,335.00	$ 90,335.00	
850003	Profit (10%)				$ 13,844.20	
						$ 152,286.00
GRAND TOTAL		1,581.86	$ 1,851,072.50	$ 224,852.00	$ 2,089,769	$ 2,089,769

EXHIBIT C - 2025 WATER MARKET BILLING RATE SHEET

Position/Title	2025 WWW Team Billing Rates
Administrative Coordinator	$ 90.00
Administrative Manager	$ 130.00
Assistant Engineer I	$ 110.00
Assistant Engineer II	$ 120.00
Assistant Technician I	$ 75.00
Assistant Technician II	$ 85.00
Associate Engineer I	$ 125.00
Associate Engineer II	$ 135.00
Associate Engineer III	$ 160.00
Associate Project Manager I	$ 185.00
Associate Project Manager II	$ 240.00
Associate Technician I	$ 90.00
Associate Technician II	$ 105.00
Client Manager I	$ 225.00
Client Manager II	$ 280.00
Design Associate I	$ 135.00
Design Associate II	$ 150.00
Design Technical Manager I	$ 160.00
Design Technical Manager II	$ 190.00
Engineer I	$ 140.00
Engineer II	$ 160.00
Group Leader I	$ 225.00
Group Leader II	$ 275.00
Lead Engineer I	$ 225.00
Lead Engineer II	$ 245.00
Lead Engineer III	$ 280.00
Project Engineer I	$ 160.00
Project Engineer II	$ 190.00
Project Manager I	$ 225.00
Project Manager II	$ 275.00
Senior Engineer I	$ 190.00
Senior Engineer II	$ 215.00
Senior Engineer III	$ 265.00
Senior Project Manager	$ 315.00
Senior Team Leader	$ 260.00
Senior Technician I	$ 125.00
Senior Technician II	$ 140.00
Student Intern I	$ 60.00
Student Intern II	$ 75.00
Technical Expert	$ 315.00

Note: Olsson's labor rates will increase 5% on January 1st every year of a multi-year Contract

Billing Rate Schedules for Surveying, Construction Observation, Special Inspections (NDT), Materials Testing will be provided as separate Exhibits, as needed

2026 Construction Services Unit Rate Schedule

Construction Observation/Administration

Construction Administration/Management Services

Assistant Construction Observer	Hourly	$115.00
Associate Construction Observer	Hourly	$135.00
Senior Construction Observer	Hourly	$165.00
CA Project Manager / Senior Engineer	Hourly	$225.00
Senior Team Leader/Principal Engineer	Hourly	$275.00
Administrative Assistant	Hourly	$85.00

Miscellaneous Services & Equipment

Equipment

Trimble DA2 GPS	Daily	$45.00
Mobile Hotspot or Signal booster	Monthly	$85.00
Air Monitors	Daily	$45.00
Nuclear Density Gauge*	Daily	$65.00
Standard Safety Equipment**	Daily	$85.00
Standard Concrete Test Equipment***	Daily	$45.00
Dynamic Cone Penetrometer	Daily	$100.00
Video Inspection Robot****	Daily	$650.00
Mobile Office/Lab (utilities provided by others)	Monthly	$975.00

Travel

Mileage (Portal to Portal)	mile	per GSA
Per Diem	Daily	GSA Rate

Additional Notes

1. These Unit Fees are in effect until January 1, 2027. Services and fees not listed above will be quoted upon request.

2. Services provided on Saturday, Sunday, Holidays, or in excess of 8-hours/day will be charged at 1.5 times the unit fee.
3. Subcontracted services and expenses will be invoiced at our cost plus 10%
4. *Nuclear Density gauge will be charged if transported to or assigned to site.
5. **Safety equipment beyond standard PPE (safety footwear, hi-vis vest, hardhat, and safety glasses).
6. ***Standard Concrete Equipment includes – Slump cone, Type B airmeter, thermometer, unit weight scale.
7. **** Any personnel time for maintenance or cleaning of robot system will be charged at an hourly personnel rate in conjunction with the daily unit rate.

2025 Field Operations Services Unit Rate Schedule

Special Inspections and Construction Materials Testing Services

Testing Services (3-Hour Minimum)

Field Technician	Hour	$75.00
Senior Technician	Hour	$85.00
Steel Technician	Hour	$105.00
Field Manager	Hour	$100.00
Project Manager / Project Engineer	Hour	$160.00
Senior Project Manager / Senior Engineer	Hour	$220.00
Administrative Coordinator	Hour	$75.00
Mileage	Mile	$0.70 per GSA

Laboratory Testing Services

Aggregate Testing

Abrasion - LA Machine	Each	$500.00
Atterberg Limit (Plasticity Index)	Each	$125.00
Bulk Density (Unit Weight) and Voids	Each	$110.00
Deleterious - Clay Lumps and Friable Particles	Each	$190.00
Deleterious - Flat & Elongated Particles	Each	$375.00
Deleterious - Lightweight Particles	Each	$230.00
Deleterious - Organic Impurities	Each	$140.00
Material Finer than No. 200 Sieve	Each	$85.00
Minimum & Maximum Index Density (Vibratory Table)	Each	$260.00
Moisture Content	Each	$21.00
Oversize Particle Correction	Each	$125.00
Particle Size (Gradation) - Sieve Analysis <3/4"	Each	$135.00
Particle Size (Gradation) - Sieve Analysis >3/4"	Each	$220.00
Percent Fractured Particles in Coarse Aggregate	Each	$280.00
Proctor - Modified	Each	$260.00
Proctor - Standard	Each	$220.00
Sand Equivalent of Fine Aggregate	Each	$245.00
Soundness Aggregates (Sodium or Magnesium)	Each	$305.00
Specific Gravity of Aggregate Coarse or Fine Aggregate	Each	$200.00
Uncompacted Void Content of Fine Aggregate	Each	$80.00

Asphalt Testing

Asphalt Binder Content by Ignition	Each	$150.00
Gradation of Extracted Aggregates (Includes Binder by Ignition)	Each	$200.00
Bulk Specific Gravity/ Pavement Cores (1pt)	Each	$70.00
Marshall Density (3pt)	Each	$240.00
Marshall Stability and Flow (3pt)	Each	$350.00
Percent Air Voids in Compacted Paving Mix	Each	$45.00
Preparation & Density of Superpave Gyratory Compaction Specimens (2pt)	Each	$320.00
Theoretical Maximum Specific Gravity (Rice) (Gmm)	Each	$155.00

Cement, Concrete, & Masonry Testing

Chloride Ion	Each	$200.00
Compressive Strength – Block or Block Prism	Each	$230.00
Compressive Strength - Concrete Cores	Each	$95.00
Compressive Strength - Cube (Grout & Mortar)	Each	$45.00
Compressive Strength - Cylinders	Each	$25.00
Density, Absorption & Voids of Hardened Concrete	Each	$630.00
Flexural Strength of Concrete	Each	$75.00
Length Change of Hardened Hydraulic-Cement Mortar and Concrete	Each	$400.00
Measuring Thickness of Concrete Elements (Drilled Cores)	Each	$70.00
Potential Alkali Silica Reactivity (ASR)	Each	$830.00

Equipment

Core Machine/Sampling	Day	$300.00
Dynamic Cone Penetrometer (DCP)	Day	$200.00
Electrical Resistivity - Field (AEMC Gauge)	Day	$100.00
Floor Flatness Equipment	Day	$300.00
Relative Humidity Probe/Sensor	Each	$80.00
Settlement Monitoring Plate	Each	$300.00
Standard Field Equipment	Each	$25.00
Vapor Emission Test Kit	Each	$60.00

Soil Testing

Atterberg Limits (Plasticity Index)	Each	$125.00
CBR Laboratory Compacted (3pt)	Each	$630.00
CBR Laboratory Compacted (1pt)	Each	$230.00
Density (Wet/Dry)	Each	$30.00
Direct Shear Test of Soils (Consolidated Drained) (3pt)	Each	$1,600.00
Dispersion - Crumb	Each	$95.00
Dispersion - Pinhole	Each	$190.00
Material Finer than No. 200 Sieve	Each	$85.00
Moisture Content	Each	$21.00
Moisture Content - Microwave	Each	$50.00

One-Dimensional Consolidation Test	Each	$440.00
Organic Content - Soils	Each	$105.00
Oversize Particle Correction	Each	$125.00
Particle Size (Gradation) - Hydrometer	Each	$250.00
Particle Size (Gradation) - Sieve Analysis	Each	$135.00
Permeability - Flexible Wall Permeameter (Intact)	Each	$550.00
Permeability - Flexible Wall Permeameter (Remold)	Each	$650.00
Proctor - Modified	Each	$260.00
Proctor - Modified w/Additive	Each	$340.00
Proctor - Standard	Each	$220.00
Proctor - Standard w/Chem Additive	Each	$290.00
Swell or Collapse (One Dimensional)	Each	$315.00
Triaxial Compression – Consolidated Drained (Intact)	Each	$1,730.00
Triaxial Compression – Consolidated Drained (Remold)	Each	$1,930.00
Triaxial Compression – Consolidated Undrained (Intact)	Each	$1,575.00
Triaxial Compression – Consolidated Undrained (Remold)	Each	$1,775.00
Triaxial Compression – Unconsolidated Undrained	Each	$180.00
Unconfined Compressive Strength - Intact Rock	Each	$125.00
Unconfined Compressive Strength - Soils	Each	$85.00

Sprayed Fire Resistive Materials (SFRM)

Adhesion of SFRM to Structural Members (Field)	Each	$25.00
Thickness and Density of SFRM to Structural Members	Each	$90.00

General Terms and Conditions

1. These Unit Fees are in effect until January 1, 2026. Services and fees not listed above will be quoted upon request.
2. All services charged are portal-to-portal.
3. Services provided on Saturday, Sunday, Holidays, or in excess of 8-hours/day will be charged at 1.5 times the unit fee.
4. Services provided before 6:00 a.m. and after 6:00 p.m. will be charged at 1.5 times the unit fee.
5. Mileage Rate subject to change based on Federal and IRS rate changes.
6. Subcontracted services and expenses will be invoiced at our cost plus 10%
7. Project Manager time will be included for project coordination and report review.
8. Per Diem will be billed at the allowed rates based on the U.S. General Services Administration and the Arkansas Department of Transportation.

EXHIBIT F

4100 194th Street SW, Suite 205
Lynnwood, WA 98037
Phone: 425-205-4930
www.StaheliTrenchless.com

To: Chris Dougherty, P.E.
Group Leader | Water/Wastewater
Olsson | 3537 N. Steele Blvd, Suite 310

From: Jake Andresen, MS, P.E.
Staheli Trenchless Consultants

Subject: 48-Inch Transmission Line Relocation
City of Bentonville
Engineering Services During Construction
Change Request 01

Date: May 30, 2025

PROPOSAL TO AMEND CONTRACT			
Project name:	48-inch Transmission Line Relocation	Change request #:	1
Date:	5/30/2025	Current contract value:	$ 58,141.00
		Change Request 1:	$48,107.00
		Proposed Contract Value	$106,248.00

Change Request Summary

Staheli Trenchless Consultants (STC) has completed design for a microtunnel crossing on the above referenced project. STC is pleased to continue working with Olsson to provide the following services:

- Submittal Review (submittals related to microtunneling, annular space fill, and Jacked Steel Casing)
- RFI response development (RFIs related to microtunneling and Jacked Steel Casing)
- Construction Meeting attendance (virtual attendance) and technical support
- Construction observations for up to 6 working shifts

The detailed fee estimate is included as an attachment along with this change request.

Services During Construction Estimate: $48,107.00

City of Bentonville - 48-inch Transmission Line Relocation

Proposal For: Olsson

From: Staheli Trenchless Consultants

RE: Trenchless Engineering Services During Construction

Friday, May 30, 2025

Change Request 01 Fee Estimate

	STAHELI TRENCHLESS CONSULTANTS							
Classification:	**Principal Engineer**	**Senior Engineer**	**Project Engineer**	**Admin Support**	**Total Hours**	**ODCs**	**Total Labor Cost**	**Project Assumptions**
Hourly Rate:	$325.00	$245.00	$205.00	$125.00				
Task 6 Submittal Review								
6.1 Submittal Reviews		20	15	6	41		$8,725.00	Submittal Review for Microtunnel Work Plan (Multiple submittals assumed), Annular Space Grouting, Jacked Steel Casing
Task 6 Totals:	**0**	**20**	**15**	**6**	**41**	**$0.00**	**$8,725.00**	
Task 7 RFI Responses								
7.1 RFI Responses		10	10		20		$4,500.00	
Task 7 Totals:	**0**	**10**	**10**	**0**	**20**	**$0.00**	**$4,500.00**	
Task 8 - Construction Meetings and Technical Support								
8.1 Construction Meetings		10	10		20		$4,500.00	Assume up to 5 Construction Meetings, virtually, at 2 hour per meeting for attendance and prep and 2 attendees
8.2 Technical Support Meetings	6	10			16		$4,400.00	Assume up to 3 meetings at 1 hour per meeting and 1 hour prep, with 1 attendee
8.3 Engineering Technical Review		8			8		$1,960.00	Assume up to 8 hours engineering support
Task 8 Totals:	**6**	**28**	**10**	**0**	**44**	**$0.00**	**$10,860.00**	
Optional Task 9 - Site Visit/Observations								
9.1 Construction Observations - 6 Shifts		12	72		84	$6,322.00	$24,022.00	6 shifts (Monday to Saturday) at 12 hours per shift
Task 9 Totals:	**0**	**12**	**72**	**0**	**84**	**$6,322.00**	**$24,022.00**	
Tasks 6 to 9 Totals	**6**	**70**	**107**	**6**	**189**	**$0**	**$48,107.00**	
					Total Budget:		**$48,107.00**	**USD**

COFFMAN ENGINEERS

June 6, 2025

Chris Dougherty
Olsson Engineering
3537 N. Steele Blvd, Suite 310
Fayetteville, AR 72703

Reference: City of Bentonville 48-inch Water Pipeline Relocation CP Construction Support Services Fee Proposal

Dear Mr. Dougherty:

Coffman Engineers Inc. (Coffman) is pleased to submit the following fee proposal to provide Cathodic Protection (CP) construction support services.

We understand that an approximately 2.25-mile long, 48-inch diameter welded steel water pipeline pipeline will be constructed for the City of Bentonville (COB) in Bentonville, Arkansas. An impressed current cathodic protection (CP) system was included in the detailed design package with Coffman as designer of record (DOR). Construction support services including submittal review/response, on-site support, and CP system commissioning were requested. The scope of services outlined below is based on our correspondence and recommended level of support to ensure successful installation, energization, and turnover of the CP system to SWU personnel.

Scope of Services:

Task 1 - On-Call Remote Construction Support

1. Conduct a cathodic protection kickoff meeting with Contractor and Olsson inspection personnel to review the cathodic protection design, roles and responsibilities during construction, and areas of focus.
2. Provide remote on-call support for cathodic protection and general corrosion control related matters including, but not limited to: cathodic protection, coatings, test stations, electrical continuity, and electrical isolation.
3. Remotely attend construction meetings, as deemed necessary.

Task 2 - Submittal Review

1. Review and respond to contractor submittals associated with Specification 13 47 13.

Task 3 - Initial Construction Site Visit

1. Perform an initial site visit at the start of construction. Specific tasks include:

    a. Provide guidance to Contractor and Olsson inspection personnel regarding installation of exothermic welds, test stations, joint bonds, flange isolation kit installation, and casings. Oversee and inspect initial installation of exothermic welds, cables, and other components, as available.

    b. Walk down the CP system site with Contractor and Olsson inspection personnel. Review installation plan and materials. Identify final installation location for the rectifier, anode junction box, and anode groundbed.

Task 4 – Impressed Current CP System Installation Oversight

1. Perform a site visit to provide on-site Corrosion Field Engineer (CFE) support during installation of the impressed current cathodic protection (ICCP) system. Specific CFE tasks include:

    a. Provide technical oversight during installation of the anode groundbed, anode junction box, rectifier, and remote monitoring unit (RMU). Verify compliance with design drawings, specifications, and approved material submittal.

    b. Address design changes based on field conditions, as required.

    c. Submit daily CFE reports.

    d. Coordinate with Contractor, Olsson, COB, and others, as required.

Task 5 - Commissioning

1. After construction is complete, commission the cathodic protection system. Specific tasks include:

    a. Obtain static pipe-to-soil potential measurements at established test station locations, other test point locations, and foreign structures, as deemed necessary.

    b. Energize the rectifier and RMU and perform functional checkout.

    c. Initially set rectifier output. Obtain rectifier output measurement and individual anode output measurements.

    d. Configure RMU on Elecsys Connect online platform.

    e. Obtain “On” and “Instant-off” pipe-to-soil potential measurements at established test point locations.

    f. Obtain AC pipe-to-soil potential measurements at established test point locations.

    g. Evaluate electrical continuity of the pipeline.

    h. Evaluate electrical isolation of the pipeline from casings and other structures.

i. Coordinate with foreign operators and perform joint testing for DC stray current interference.

j. Evaluate DC and AC stray current interference.

k. Develop a commissioning report with test results, data analysis, and recommendations.

Task 6 - Record Drawings

1. Provide record drawings based on contractor redlines indicating as-built conditions.

Task 7 - Operation and Maintenance Manual

1. Provide an Operation and Maintenance (O&M) Manual that covers operation, maintenance, and monitoring of the rectifier, RMU, anode junction box, and test stations. The O&M Manual will include an explanation of CP; description of the impressed current CP system; rectifier and RMU operational procedures; safety considerations; expected maintenance tasks and frequencies; recommend monitoring tasks and frequencies; and spare parts information.

Task 8 - Training

1. Provide on-site training of COB personnel including the operation, maintenance, and monitoring of the ICCP system per the O&M manual.

Assumptions:

1. Olsson or others will provide:

    a. Current construction documents in PDF format, including any changes throughout construction.

    b. Contact information for Contractor, Olsson, COB, and other personnel involved in construction of the pipeline.

    c. Construction schedule in PDF format, including any changes throughout construction.

2. Olsson inspectors will be on-site during the installation of the pipeline. Olsson inspectors will inspect the installation of exothermic welds, cabling, test stations, flange isolation kits, joint bonding, and electrical isolation of casings.

3. On-call remote construction support will not exceed 40 hours.

4. The cathodic protection system will be installed by others.

5. Detailed bill of materials and construction cost estimate will be developed by others.

6. Cathodic protection materials will be acquired by others.

7. The initial site visit will be completed in one (1) mobilization by an AMPP CP-2 and will not exceed 5 days, including travel.

8. On-site CFE support during installation of impressed current cathodic protection (ICCP) system will be completed in one (1) mobilization by an AMPP certified CP-2 and will not exceed 7 days, including travel.

9. Commissioning will be completed in one (1) mobilization by two people with at least one AMPP CP-2 certification. Commissioning will not exceed 6 days, including travel.

10. Development of record drawings are limited to cathodic protection drawings only. Olsson will be responsible for all remaining drawings. Field redlines will be complete, legible, and accurate from the Contractor.

11. On-site training of SWU personnel will be completed in one (1) mobilization by an AMPP CP-2 in one (1) day. On-site Training will not exceed 3 days, including travel.

Fee Estimate:

The following time and expense (T&E) fee estimates are proposed to complete the scope of services in accordance with our negotiated professional services agreement with the attached rate schedule. Should additional effort be required, it will be on an as-approved basis.

- Task 1 - $8,260
- Task 2 - $6,775
- Task 3 - $10,810
- Task 4 - $15,045
- Task 5 - $32,050
- Task 6 - $4,070
- Task 7 - $5,690
- Task 8 - $7,635
    - **TOTAL: $90,335**

Thank you for the opportunity to work with you on this project. Please let me know if you need additional information or if I can be of further assistance.

Sincerely,

COFFMAN ENGINEERS, INC.



Andrew Onken
Corrosion Control Engineering
NACE Cathodic Protection Specialist #56472



Tyler Doil, PE
Principal, Corrosion Control Engineering
NACE Cathodic Protection Specialist #32055

APPROVED AND ACCEPTED BY:

_____
Signature

_____
Title

_____
Date

2025 BOZEMAN CORROSION RATE SCHEDULE
Effective January 1, 2025
(BCOR25)

DESCRIPTION	HOURLY BILLING RATE
PRINCIPAL III	275.00
PRINICIPAL II	245.00
PRINCIPAL I	230.00
DISCIPLINE MANAGER	215.00
SENIOR PROJECT MANAGER/CPIV/ECPIV	200.00
SENIOR ENGINEER/PROJECT MANAGER	185.00
ENGINEER III/ECPIII/CIPIII	175.00
ENGINEER II/ECPII/CIPII	150.00
ENGINEER I/ECPI/CIPI	135.00
SENIOR DESIGNER	165.00
DESIGNER III/TECHNICIAN III/TCPIII	155.00
DESIGNER II/TECHNICIAN II/TCPII	140.00
DESIGNER I/TECHNICIAN I/TCPI	130.00
DRAFTER II	102.00
DRAFTER I	92.00
SENIOR PROJECT CONTROLS	155.00
PROJECT CONTROLS III	135.00
PROJECT CONTROLS II	120.00
PROJECT CONTROLS I	105.00
ENGINEERING/TECHNICAL INTERN	90.00
CLERICAL	90.00

* CP represents Cathodic Protection
** CIP represents Coating Inspector Program
*** TCP represents Cathodic Protection Technician

See next page for reimbursable expenses.

751 Osterman Drive, Suite 104 | Bozeman, MT 59715
Phone 406.582.1936
www.coffman.com

REIMBURSABLE EXPENSES

AUTOMOBILE

Mileage – 70.0 ¢ per mile (or current IRS allowed mileage-rate)

Refer to Specialty Equipment List

PER DIEM

Per Diem for meals and incidentals (M&I) will be charged at $70 per day per person.

SUPPLIES AND OTHER SERVICES

The following equipment, supplies, and other services will be billed at actual cost plus 10%:

- Airfare, lodging, fuel, and car rental.
- Postage, shipping, and freight delivery.
- Materials.
- Permits, licenses, and fees having authority over the project.
- Sub-consultant services and equipment.
- Unusual services, equipment, and facilities, not customarily furnished or incurred in our normal operations.

RESOLUTION NO. _____

A RESOLUTION APPROVING AMENDMENT 2 WITH OLSSON, INC. FOR 48-INCH WATER MAIN RELOCATION CONSTRUCTION PHASE SERVICES, IN AN AMOUNT NOT TO EXCEED TWO MILLION EIGHTY-NINE THOUSAND SEVEN HUNDRED SIXTY-NINE DOLLARS ($2,089,769.00); AND FOR OTHER PURPOSES.

WHEREAS, The City of Bentonville entered into an agreement with Olsson, Inc. dated June 16, 2023.

WHEREAS, it is now necessary to enter into Amendment #2 for construction phase services for the 090512 ARDOT 48" Water Transmission Main Relocation Project; 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 execute said Amendment #2 with Olsson, Inc. for construction phase services in an amount not to exceed two million eighty-nine thousand seven hundred sixty-nine dollars ($2,089,769.00);

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

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

PASSED and APPROVED this _____ day of _____, 2025.

APPROVED:

_____
STEPHANIE ORMAN, MAYOR

ATTEST:

_____
MALORIE MARRS, CITY CLERK

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	7/22/2025	**Submitted By:**	Beau Thompson
Phone:	479-271-3140	**For Department(s):**	Water Utilities
Email:	bthompson@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Resolution to Award Bid IFB-25-52 090512 ARDOT 48" Transmission Line Relocation
Action Recommendation & Justification:	Resolution awarding bid IFB-25-52 - 090512 ARDOT 48" Transmission Line Relocation to Garney Co. Inc., in the amount of $15,308,195.00, to Garney Companies, Inc. Utility Board approved 5-0. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	Garney Companies, Inc. was the lowest bidder and was selected following the city solicitation process for bids. The project is 99.53% reimbursable from ARDOT, leaving the city responsible for $71,948.52.
Amount for Approval:	**$** 15,308,195.00

Budget Impact

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

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

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

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

Budget Impact Notes for Consideration (Optional):

July 9, 2025

Bentonville Water Utilities
Attn: Beau Thompson, Manager – Technical Services
3200 SW Municipal Dr.
Bentonville, Arkansas 72712
Delivered Via Email: <bthompson@bentonvillear.com>

RE: IFB-25-52, 48" Transmission Line Relocation

Dear Mr. Thompson,

Bids for the above referenced project were received and opened on July 2, 2025. A total of seven (7) bids were submitted and have been reviewed. The bid totals received are shown below:

Garney Companies, Inc.	$15,308,195.00
KAJACS Contractors, Inc.	$18,000,000.00
Belt Construction, Inc.	$19,255,646.00
Carstensen Contracting, Inc.	$19,405,664.00
Thalle Construction Company, Inc.	$19,795,401.00
Crossland Heavy Contractors	$20,654,274.00
Ground Zero Construction, Inc.	$23,695,589.00

After review of the bids, it is our recommendation that Notice of Award be given to the low bidder, Garney Companies, Inc., in the contract amount of $15,308,195.00. Garney Companies, Inc. is based out of Kansas City, Missouri and has over 60 years of infrastructure experience, including significant recent experience with similar projects. Based on our review of the qualifications submitted by Garney, we believe that Garney is qualified for this project.

Information provided by Garney indicates that the company is financially stable. In addition, the contract documents require the furnishing of 100 percent performance and payment bonds prior to authorization of the Notice to Proceed.

The contract documents require substantial completion of the project within 365 days and full completion and ready for final payment within 395 calendar days from the date of the issuance of the Notice to Proceed. Upon approval of the Notice of Award and concurrence from the funding agency, we will commence with the processing of the construction agreement for the project.

Please do not hesitate to call with any questions, comments, or if further information or documentation is required.

Sincerely,

[redacted]

Chris Dougherty, PE
Group Leader, Water/Wastewater

Cc: Chad Coats, ARDOT;file

CITY OF BENTONVILLE, ARKANSAS PURCHASING AND COMPLIANCE DEPARTMENT

FORMAL SEALED BID TABULATION

Date of Bid Opening:	4/3/25	Time of Bid Opening:	1:30 PM	IFB-25-57

Solicitation Title: 090512 ARDOT 48 Inch Transmission Line Relocation

Bidders:				Ground Zero Construction, Inc.		KAJACS Contractors, Inc.		Belt Construction, Inc.		Crossland Heavy Contractors		Carstensen Contracting, Inc.		Garney Companies, Inc.		Thalle Construction Co., 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	Unit Price	Extended Price	Unit Price	Extended Price
1	1	LS	Mobilization	$665,000.00	$665,000.00	$900,000 00	$900,000.00	$800,000.00	$800,000.00	$980,000.00	$980,000.00	$940,000.00	$940,000.00	$725,000.00	$725,000.00	$950,000.00	$950,000.00
2	1	LS	Connections to Existing 48-Inch Pipeline	$575,000.00	$575,000.00	$800,000 00	$800,000.00	$1,200,000.00	$1,200,000.00	$1,405,000 00	$1,405,000.00	$450,000.00	$450,000.00	$818,560.00	$818,560.00	$750,000.00	$750,000.00
3	11759	LF	48-Inch Spiral Welded Steel Pipe	$1,206.00	$14,181,354.00	$700.00	$8,231,300.00	$944.00	$11,100,496.00	$870.00	$10,230,330.00	$860.00	$10,112,740.00	$615.00	$7,231,785.00	$885.00	$10,406,715.00
4	14	EA	48-Inch Flanged Butterfly Valves	$85,000.00	$1,190,000.00	$64,000 00	$896,000.00	$50,000.00	$700,000.00	$95,000.00	$1,330,000.00	$85,000.00	$1,190,000.00	$33,000.00	$462,000.00	$70,000.00	$980,000.00
5	2	EA	6-Inch Combination Air Release and Vacuum Valve Assembly and Structure *See page 65 of Appendix F, Project Manual for how to bid items 5-7.	$72,500.00	$145,000.00	$80,000.00	$160,000.00	$50,000.00	$100,000.00	$88,000.00	$176,000.00	$75,000.00	$150,000.00	$75,000.00	$150,000.00	$115,000.00	$230,000.00
6	1	EA	8-Inch Combination Air Release and Vacuum Valve Assembly and Structure *See page 65 of Appendix F, Project Manual for how to bid items 5-7.	$74,500.00	$74,500.00	$80,000.00	$80,000.00	$54,000.00	$54,000.00	$91,400.00	$91,400.00	$77,500.00	$77,500.00	$80,000.00	$80,000.00	$120,000.00	$120,000.00
7	2	EA	10-Inch Combination Air Release and Vacuum Valve Assembly and Structure *See page 65 of Appendix F, Project Manual for how to bid items 5-7.	$89,950.00	$179,900.00	$82,000.00	$164,000.00	$60,000.00	$120,000.00	$103,000.00	$206,000.00	$85,000.00	$170,000.00	$85,000.00	$170,000.00	$130,000.00	$260,000.00
8	15	EA	Fire Hydrant Assembly	$18,100.00	$271,500.00	$21,000.00	$315,000.00	$20,000.00	$300,000.00	$16,000.00	$240,000.00	$16,000.00	$240,000.00	$31,500.00	$472,500.00	$20,000.00	$300,000.00
9	1	EA	Highway 112 Crossing - Station 29+50 +/-	$332,200.00	$332,200.00	$325,000.00	$325,000.00	$350,000.00	$350,000.00	$141,000.00	$141,000 00	$300,000.00	$300,000.00	$140,000.00	$140,000.00	$200,000.00	$200,000.00
10	1	EA	Temporary Shoo-Fly Detour	$481,000.00	$481,000.00	$600,000.00	$600,000.00	$400,000.00	$400,000.00	$341,600.00	$341,600 00	$400,000.00	$400,000.00	$426,000.00	$426,000.00	$450,000.00	$450,000.00
11	1	EA	Future ARDOT Roadway Crossing - Station 33+00	$293,000.00	$293,000.00	$325,000.00	$325,000.00	$200,000.00	$200,000.00	$127,000.00	$127,000 00	$260,000.00	$260,000.00	$260,000.00	$260,000.00	$180,000.00	$180,000.00
12	270	LF	Osage Creek Crossing - Station 40+50 +/-	$7,552.00	$2,039,040.00	$10,000 00	$2,700,000.00	$10,000.00	$2,700,000.00	$8,700.00	$2,349,000.00	$11,000.00	$2,970,000.00	$9,400.00	$2,538,000.00	$9,000.00	$2,430,000 00
13	6	EA	Leak Detection Assemblies	$18,500.00	$111,000.00	$13,000 00	$78,000.00	$15,000.00	$90,000.00	$17,000.00	$102,000 00	$28,000.00	$168,000.00	$29,000.00	$174,000.00	$22,000.00	$132,000.00
14	77	LF	Pace Lane Crossing - Station 55+50 +/-	$4,150.00	$319,550.00	$4,000.00	$308,000.00	$3,500.00	$269,500.00	$4,000.00	$308,000 00	$3,600.00	$277,200.00	$3,200.00	$246,400.00	$3,500.00	$269,500.00
15	95	LF	Pleasant Grove Road Crossing - Station 86+50 +/-	$4,350.00	$413,250.00	$4,000.00	$380,000.00	$3,500.00	$332,500.00	$4,000.00	$380,000.00	$3,500.00	$332,500.00	$3,200.00	$304,000.00	$3,500.00	$332,500.00
16	1	LS	Pressure Testing and Disinfection	$120,000.00	$120,000.00	$75,000.00	$75,000.00	$35,000.00	$35,000.00	$90,000.00	$90,000.00	$260,000.00	$260,000.00	$75,000.00	$75,000.00	$105,000.00	$105,000.00
17	1	LS	Traffic Control	$20,500.00	$20,500.00	$33,000.00	$33,000.00	$25,000.00	$25,000.00	$15,000.00	$15,000.00	$120,000.00	$120,000.00	$15,000.00	$15,000.00	$40,000.00	$40,000.00
18	1	LS	Sediment and Erosion Control	$300,000.00	$300,000.00	$190,000 00	$190,000.00	$120,000.00	$120,000.00	$366,000.00	$366,000.00	$160,000.00	$160,000.00	$275,000.00	$275,000.00	$200,000.00	$200,000.00
19	1	LS	Selective Demolition	$107,500.00	$107,500.00	$26,000.00	$26,000.00	$10,000.00	$10,000.00	$75,000.00	$75,000.00	$65,000.00	$65,000.00	$30,000.00	$30,000.00	$7,000.00	$7,000.00
20	1	LS	Trench and Excavation Safety Systems	$240,000.00	$240,000.00	$74,480.00	$74,480.00	$50,000.00	$50,000.00	$208,000.00	$208,000.00	$200,000.00	$200,000.00	$5,000.00	$5,000.00	$12,000.00	$12,000.00
21	2	EA	Sanitary Sewer Crossings	$33,500.00	$67,000.00	$41,000.00	$82,000.00	$22,000.00	$44,000.00	$66,000.00	$132,000.00	$28,000.00	$56,000.00	$40,000.00	$80,000.00	$23,000.00	$46,000.00
22	163	LF	Sanitary Sewer Removal and Relocation	$140.00	$22,820.00	$90.00	$14,670.00	$250.00	$40,750.00	$154.00	$25,102.00	$210.00	$34,230.00	$280.00	$45,640.00	$257.00	$41,891.00
23	1	EA	Sanitary Sewer Manhole	$5,800.00	$5,800.00	$14,000.00	$14,000.00	$15,000.00	$15,000.00	$13,200.00	$13,200.00	$21,000.00	$21,000.00	$35,000.00	$35,000.00	$9,700.00	$9,700.00
24	107	TON	Gravel Road	$38.00	$4,066.00	$75.00	$8,025.00	$50.00	$5,350.00	$120.00	$12,840.00	$42.00	$4,494.00	$85.00	$9,095.00	$265.00	$28,355.00
25	91	SY	Asphalt Pavement Road Repair	$75.00	$6,825.00	$375.00	$34,125.00	$50.00	$4,550.00	$236.00	$21,476.00	$300.00	$27,300.00	$115.00	$10,465.00	$520.00	$47,320.00
26	1	LS	Cathodic Protection System	$248,000.00	$248,000.00	$275,000 00	$275,000.00	$120,000.00	$120,000.00	$215,000.00	$215,000 00	$275,000.00	$275,000.00	$210,000.00	$210,000.00	$255,000.00	$255,000.00
27	208	LF	Cave Springs 12-Inch Water Line Removal and Installation	$273.00	$56,784.00	$175.00	$36,400.00	$250.00	$52,000.00	$272.00	$56,576.00	$275 00	$57,200.00	$250.00	$52,000.00	$240.00	$49,920.00
28	3500	CY	ROCK EXCAVATION (1-FT OF ROCK ASSUMED OVER ENTIRE LENGTH OF PROJECT.)	$350.00	$1,225,000.00	$250.00	$875,000.00	$5 00	$17,500.00	$290.50	$1,016,750.00	$25.00	$87,500.00	$76.50	$267,750.00	$275.00	$962,500.00
			Total Bid Price	$23,695,589.00		$18,000,000.00		$19,255,646.00		$20,654,274.00		$19,405,664.00		$15,308,195.00		$19,795,401.00	

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

TABULATION VERIFICATION

X [redacted]

Purchasing and Compliance Specialist

X [redacted]

Kelsi Frederick
Purchasing and Compliance Manager

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH GARNEY COMPANIES, INC. FOR THE CONSTRUCTION OF A 48" TRANSMISSION WATER MAIN ASSOCIATED WITH ARDOT PROJECT 090512 HWY 112 RELOCATION, IN AN AMOUNT NOT TO EXCEED FIFTEEN MILLION THREE HUNDRED EIGHT THOUSAND ONE HUNDRED NINETY-FIVE DOLLARS ($15,308,195.00); AND FOR OTHER PURPOSES.

WHEREAS, Garney Companies, Inc. is the lowest qualified bidder for bid IFB-25-52;

WHEREAS, this contract covers the construction of a 48" Transmission Water Main associated with ARDOT project 090512 Hwy. 112 relocation; and

WHEREAS, this will be paid with budgeted funds and no budget adjustment is necessary.

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

Section 1: The Mayor and City Clerk are authorized to enter into a contract with Garney Companies, Inc. for the construction of a 48" Transmission Water Main associated with ARDOT project 090512 Hwy. 112 relocation in an amount not to exceed fifteen million three hundred eight thousand one hundred ninety-five dollars ($15,308,195.00);

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

Section 3 - Repeal of Conflicting 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:	7/22/2024	**Submitted By:**	Beau Thompson
Phone:	479-271-3140	**For Department(s):**	Bentonville Water Utilities _ Sewer Rehab
Email:	mbender@betonvillear.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 Enter an Agreement with Garver for Shewmaker Basin Design Amendment #1
Action Recommendation & Justification:	Resolution authorizing the Mayor and City Clerk to enter into an amended agreement with Garver Engineering in the amount of $560,190.00 for final design of the Shewmaker Basin Phase 1 Interceptor Improvements. Utility Board approved 5-0. A budget adjustment is needed.
Additional Comments for Consideration (Optional):	The agreement will include engineering services for survey through bidding. Garver Engineering was selected by standard professional services procurement process.
Amount for Approval:	$ 560,190.00

Budget Impact

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

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

503040-47341	Sewer Line Improvements	$ 560,190.00	$
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):

Funded by Utility Fund Reserves.

AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES
CITY OF BENTONVILLE, ARKANSAS
Project No. 2302097

CONTRACT AMENDMENT NO. 01

This Contract Amendment No. 01 ("Amendment"), effective on the date last written below, shall amend the original contract between the City of Bentonville, Arkansas ("Owner") and Garver, LLC ("Garver"), dated August 20, 2024, referred to in the following paragraphs as the "Agreement."

The Agreement is hereby modified as follows:

EXHIBIT A – SCOPE OF SERVICES

1. The attached hereto Exhibit A-1 is to be included, in its entirety, as a part of Exhibit A of the Agreement.

Exhibit B – Compensation Schedule

2. The attached hereto Exhibit B-1 is to be included, in its entirety as a part of Exhibit A of the Agreement.

Terms and conditions of the Agreement not modified herein remain unchanged and in full force and effect.

This Amendment may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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

CITY OF BENTONVILLE, ARKANSAS	GARVER, LLC
By: _____ *Signature*	By: _____ *Signature*
Name: _____ *Printed Name*	Name: Jerry T. Martin, PE *Printed Name*
Title: _____	Title: Water Team Leader
Date: _____	Date: _____
Attest: _____	Attest: _____

EXHIBIT A-1
AMENDED SCOPE OF SERVICES

Project Overview

Generally, Amendment No. 01 is providing additional professional engineering services for the Bentonville Sewer Improvements and Master Plan. Review of the existing interceptor model with the known project developments in the Shewmaker Sewer Basin confirmed substantial improvements to the entire 10-inch to 12-inch Shewmaker Interceptor are required. However, due to the accelerated construction schedule of the known development projects in the Shewmaker Sewer Basin, the Shewmaker Interceptor improvements will be separated into two design and construction phases.

The two phases of the Shewmaker Sewer Basin improvements are being contracted as separate amendments. Amendment No. 01 focuses on the improvements required for the lower Shewmaker sewer basin. Amendment No. 02 will focus on the improvements required for the upper Shewmaker sewer basin as well as design of a new 7 MGD North Lift Station and force main to the Water Resource Recovery Facility (WWRF). The improvement design is based on the existing system assessment model with the anticipated known project loads in the upper Shewmaker Sewer Basin. The future system assessment model provided by the City is being used to determine maximum infrastructure loads and required interceptor sizing for the design. The preliminary existing and future models from the City were contracted to be completed and reviewed for quality control by a separate consulting firm. Garver was not contracted to perform any additional review of the models provided by the City.

Although the design of the interceptor is proposed to be separated into two phases, topographic survey and manhole invert elevations will be collected for the entire 10-inch to 12-inch interceptor from North Lift Station to MH 363-6129 at E Battlefield Blvd and E Central Ave to support quality and efficient design.

Phase 01 of the Shewmaker Interceptor Improvements is being captured in this Amendment No. 01 and has been identified as an immediate critical project to support the known development projects within the lower Shewmaker Sewer Basin. The scope of services for Phase 01 includes preliminary and final design plans for upgrading approximately 6,700 linear feet of the existing interceptor consisting of 12-inch Vitrified clay pipe (VCP) from the North Lift Station to MH 320-3331, at the interceptor junction south of NE Tiger Blvd, to 24-inch PVC.

Phase 02 of the Shewmaker Interceptor Improvements has been identified as Amendment No. 02 and a critical project to support the future known development projects in the upper Shewmaker Sewer Basin. Phase 02 includes the preliminary and final design plans for upgrading approximately 9,000 linear feet of 10-inch to 12-inch VCP Interceptor in the upper Shewmaker Basin to 18-inch and 24-inch PVC, design of a new 7 MGD North Lift Station and design of 3,400 linear feet of new 18” force main to the WWRF. The Phase 02 interceptor improvements will be between MH 320-3331 at the interceptor junction south of NE Tiger Blvd and MH 363-6129 at E Battlefield Blvd and E Central Ave.

Upon completion of the preliminary and final design of each phase an opinion of probable construction cost (OPCC) will be developed for the improvements.

1. Project Management – Phase 01

a. General Project Management & Document Control - Manage all efforts of the project team, individual team members, client coordination and sub-consultant management and

coordination. Manage and maintain appropriate records and documentation of project decisions, modifications, activities, communication, correspondence, and schedules.

b. Kick-off Meeting – Conduct one (1) 2-hour in-person meeting with the Owner engineering staff to accelerate design process to hit accelerated design and construction timelines. Meeting minutes will be prepared and distributed by Garver.

c. Progress Meetings – Conduct monthly progress meetings with the Owner. These meetings will be held in-person with a virtual option. Meeting agenda and minutes will be prepared and distributed by Garver.

d. Quality Control - At the major milestones a Principal or Senior Engineer will conduct a review of the design. The quality review will follow the engineer's guidelines and procedures that have been established to ensure the application of industry design practices.

e. Permitting and Stakeholder Coordination

- Arkansas Department of Energy and Environment (ADEE) – This task includes submittal of Short Term Activity Authorizations (STAAs) and stormwater pollution prevention plan (SWPPP) for regulatory compliance review and comments. Coordinate and develop responses to regulatory review comments as directed by the Owner.
- Arkansas Department of Health (ADH) – This task includes support for City of Bentonville in the submission of the preliminary and final design documents for review, coordination and comments. Coordinate and develop up to 2 responses to regulatory review comments as directed by the Owner.
- US Army Corps of Engineers (USACE) – This task includes coordination with USACE throughout the preliminary and final design phase. It is assumed that construction impacts will qualify under a NW-58 general permit and no formal permit will be required. It is assumed that construction impacts of streambank restoration within the utility easement will qualify under NWP 13. This task does not include the preparation of an individual permit (IP).
- Benton/Washington Regional Public Water Authority (BWRPWA / "Two-Ton") - This task includes general coordination with Two-Ton throughout the preliminary and final design phase to coordinate sewer alignment and construction near the existing Two-Ton water transmission lines and planned transmission main relocations. This task includes one (1) design coordination meeting with Two-Ton.
- City of Bentonville (CoB) – This task includes submittal of an in-house large scale permit application and final design documents for CoB review and approval. This task also includes support for three rounds of CoB comments, including coordinating and developing responses to review comments as well as updating design documents as needed.
- Miscellaneous Stakeholder Coordination – identify and perform general coordination with remaining stakeholders to understand potential design impacts, permitting requirements, and construction constraints. This coordination will be done via phone or email and does not include additional coordination meetings.

2. FEMA / No-Rise Certificate – Phase 01

a. City of Bentonville No-Rise Certification

The proposed project is located near the confluence of Shewmaker Creek and Town Branch Creek; these creeks are both mapped as Zone AE with floodway by FEMA. The proposed project is within the shared 1% annual chance floodplain of both creeks, but outside of the regulatory floodways. Garver will perform hydraulic analyses on Shewmaker Creek to determine the potential effects of the proposed project on the 1% annual chance floodplains.

The Benton County Flood Insurance Study (FIS) Report provides a summary of discharges along Shewmaker Creek and Town Branch Creek. These flows will be utilized for the hydraulic analyses. No additional hydrologic analyses will be performed; any required hydrologic analyses will be considered additional services.

Garver is currently performing a hydraulic analysis on Shewmaker Creek for a separate project and has already acquired the Effective hydraulic model. This model is a 1-dimensional (1D) HEC-RAS model. This model will be utilized for the Existing (Pre-Project) Conditions Model for Shewmaker Creek and will be updated per the proposed design to reflect Proposed (Post-Project) Conditions. Floodway runs will be conducted using the Effective floodway boundary to determine any adverse impacts to the floodway along Shewmaker Creek.

Based on the hydraulic analyses of Shewmaker Creek, a no-rise condition within the floodplain will be determined. Up to two (2) proposed conditions will be iterated to determine the design required to meet a no-rise. A hydraulic report will be developed describing the analyses, and a no-rise certificate will be provided if the proposed project shows no-rise to the existing Base Flood Elevations (BFEs) of both creeks. Because the net fill due to the project is estimated to be relatively small or none, the project is anticipated to cause no rise to the BFEs of both creeks. If the proposed project cannot meet the no-rise condition, a map revision will be required, and the tasks required for a map revision are not included in this scope and would be considered additional services.

3. Survey – Phase 01

a. <u>Design Surveys</u>

Garver will provide field survey data for detailed design of projects, as agreed to by Owner. This survey will be tied to the Owner's control network, with extents identified and agreed to in writing with Owner.

Garver will conduct field surveys, using Aerial Drone LiDAR, GPS, and radial topography methods, at intervals and for distances at and/or along the Project site as appropriate for modeling the existing ground, including locations of pertinent features or improvements. Aerial Drone LiDAR for the entirety of the Phase 01 and Phase 02 project areas have been included in this phase to increase consistency in survey data and efficiency in design.

Garver will locate all existing sewer manholes with rim and invert elevations, buildings and other structures, streets, drainage features, trees over eight inches in diameter, and visible utilities, as well as those underground utilities marked by their owners and/or representatives

and any other pertinent topographic features that may be present at and/or along the Project site for Phase 01. Additionally, existing sewer manholes with rim and invert elevations for Phase 02 will be collected in this phase increase consistency in survey data and efficiency in design. Garver will establish control points for use during construction.

b. Property Surveys

Garver will locate existing monumentation representing property lines, right of way and/or easements based on record data which will be provided by an abstractor under a subconsultant agreement with Garver.

Prepare right-of-entry (ROE) letters using the Owner's template for each affected property to perform necessary surveys. If property owners do not respond to the initial letter, send a follow-up request letter via certified U.S. Mail, return receipt requested. Furnish the return receipt to the Owner as evidence of its compliance with this paragraph.

4. Property Acquisition Documents (5 properties max) – Phase 01

a. Exhibits and Documentation

Garver will provide mapping as required for preparing easement acquisition documents to Garver's property acquisition sub-contractor to use in acquiring the easements necessary for the project. Documentation will include a key map showing all affected properties and an individual tract map with written description of temporary and permanent acquisition for each property. The fee for providing property acquisition documentation is based on permanent right of way and temporary construction easements for no more than five (5) properties. Property acquisition document preparation will begin after receiving the Owner's comments from the Preliminary Design review.

Garver will develop property owner notification letters, project information cards, and a project information PDF. Garver will distribute the property owner notification letters to the surrounding property owners. The project information cards will be used by all team personnel onsite to distribute to the public. This information card will be used to direct interested parties to the information website. The city will use the project information PDF to host an informational website that will be updated throughout the course of the project.

b. Property Acquisition Services

Garver will sub-contract a property acquisition service and provide acquisition documents to sub-contractor. Property appraisals and negotiations will be coordinated with the Owner for approval and provide negotiation services with property owners for required easements.

5. Geotechnical Investigation – Phase 01

Garver will determine geotechnical exploration locations for design and constructability of improvements. Garver will sub-contract geotechnical exploration services to determine general subsurface conditions at those locations and to gather data on which to base a geotechnical evaluation with respect to the proposed construction. The geotechnical exploration will gather

data for testing of subsurface soils, depth and type of rock, ground water, and other information needed for identification of excavation, backfill type and depth, and foundation designs.

The work will include test borings, laboratory analysis and geotechnical evaluation appropriate to address the geotechnical aspects of the proposed construction. The geotechnical exploration results & report will be provided to BWU as a stand-alone document from the geotechnical consultant.

The scope of services will include geotechnical site reconnaissance and subsurface exploration by test bores and laboratory analysis. The proposed subsurface exploration will consist of five (5) total test borings. During the advancement of each boring, disturbed samples will be collected using Standard Penetration Testing (SPT). Each boring will be advanced to the planned termination depth or auger refusal, whichever occurs first. Four (4) SPT samples will be collected in the upper 10 feet of each boring, followed by 5-foot sampling intervals thereafter. It should be noted that rock coring is not included in this proposal.

The following summarizes the proposed drilling program for Phase 01:

1. Four (4) test bores to a depth of 15 feet or auger refusal
2. One (1) test bore to a depth of 40 feet (including rock coring).

6. Environmental Services – Phase 01

a. Wetland Delineation

Garver will complete a wetland delineation of the Phase 1 Wetland Study Area, which comprises a total of approximately 4.1 acres and is defined as a 20-foot-wide corridor totaling 1.3 miles long for the proposed alignment and 40-foot-wide corridors for the potential re-route areas, which total approximately 0.2 mile long. These potential re-route areas are likely needed to accommodate a 20-foot-wide temporary construction easement (TCE), staging areas, and/or permanent easements per property owner negotiations. The delineation will include field evaluation and mapping of jurisdictional waters of the United States, including streams, in accordance with the regulatory guidance as of the date of notice to proceed. Each potentially jurisdictional feature will be mapped with a sub-meter GPS, which will be used to create shapefiles for use in determining avoidance and minimization of impacts. The delineation will utilize methodologies outlined in the Supplement to the Corps of Engineers Wetlands Delineation Manual: Eastern Mountains & Piedmont Regions Version 2.0. Garver will accomplish the following as part of the wetland delineation:

- Review pertinent resources related to the Phase 1 Wetland Study Area's hydrology and soils, and review of historical topographic maps and aerial photographs.
- Field survey of wetlands and streams within the Phase 1 Wetland Study Area.
- Create shapefiles from field collected data to be utilized in wetland report exhibits and for quantification of wetland acreages and stream lengths within the Phase 1 Wetland Study Area.
- Complete a wetland delineation report of findings that includes necessary documentation for submittal to the USACE to obtain a Preliminary Jurisdictional

Determination and appropriate Section 404 Nationwide Permit (NWP). This report will be delivered electronically.

Field verification with USACE, if required, is not included in this contract but can be added by contract amendment.

b. Section 404 Nationwide Permit Package and USACE Coordination

Garver will coordinate with the USACE regarding impacts to potentially jurisdictional waters of the United States and will assist in coordinating the issuance of a Section 404 Nationwide Permit (NWP). **A Section 404 Individual Permit and any mitigation planning beyond the requirements identified with a NWP are considered extra work**. Garver will:

- Assist with USACE coordination for the issuance of the appropriate Section 404 NWP for project impacts within the Phase 1 Wetland Study Area.
- Compile a Section 404 NWP package that will include the following:
    - Form 6082 (NWP).
    - Impact determinations (acreage and linear feet) shown on aerial exhibits and/or design plan sheets.
    - Functional Value Assessment for determining required wetland and/or stream mitigation credits.
- Locate a USACE-approved mitigation bank and coordinate with the Client to purchase the USACE-approved number of wetland and/or stream mitigation bank credits (if needed).
- Coordinate issuance of Section 404 NWP.

Garver will stay in close coordination with design team regarding revisions and design changes throughout the permitting process.

In support of Section 404 permitting, Garver will conduct initial coordination with the U.S. Fish and Wildlife (USFWS) to ensure federally listed threatened and endangered species of concern listed for the Phase 1 Wetland Study Area are identified, as well as their preferred habitats, to avoid/minimize impacts. This coordination includes receipt of an automated response from USFWS through their Information for Planning and Consultation (IPaC) project planning tool, which will assist in providing information related to species existence, habitat, and mitigation. If suitable habitat for any listed threatened or endangered species is encountered within the Phase 1 Wetland Study Area, it may be necessary to survey for certain species. Presence/absence surveys for any listed threatened or endangered species are not included as a part of this scope.

In support of Section 404 permitting and if required by USACE, Garver will conduct initial coordination with the State Historic Preservation Officer (SHPO) to determine if historic or archaeological sites are present within the Phase 1 Wetland Study Area. This would be done through submittal of a letter and maps to SHPO providing description of the project's area of potential effect. If SHPO recommends a Cultural Resources Survey be completed and if approved by the Client as additional work, a Phase I Cultural Resources Survey of the Phase

1 Wetland Study Area will be performed and the results provided to SHPO and USACE in support of Section 106 clearance. If an adverse effect is determined by SHPO, additional coordination, surveys, or reporting can be completed as extra work.

c. Accommodation of Design Changes

Garver will conduct additional coordination as needed with the USACE regarding impacts to potentially jurisdictional waters of the United States resulting from design changes. Phase 1 design changes are anticipated due to the expedited project schedule and need to submit information to USACE as soon as possible.

As necessary, Garver will revise project impacts associated with the potential re-route areas within the 40-foot-wide corridors, which total approximately 0.2 mile long. Garver will re-calculate mitigation credit requirements if necessary and coordinate changes with mitigation bank(s) and USACE. Garver will submit revised project impact information to USACE for their issuance of the appropriate Section 404 NWP. These supplemental documents will be delivered electronically to USACE. Revisions resulting in a new alignment or routes beyond the currently identified potential re-route areas would be considered extra work.

As the small site construction stormwater pollution prevention plan (SWPPP) and Short Term Activity Authorizations (STAAs) being prepared for Phase 1 will not be submitted to the Arkansas Division of Environmental Quality (DEQ) until the alignment is finalized, revisions to the Phase 1 SWPPP and STAAs are not anticipated to be required and would be considered extra work.

d. DEQ Water Quality Permitting

As there are no 303(d) listed streams in the Phase 1 Wetland Study Area (per Arkansas DEQ EnviroView website) and Garver assumes that blanket Section 401 water quality certification from the DEQ will be obtained through issuance of the appropriate Section 404 NWP, individual water quality certification planning is not anticipated and considered extra work.

Garver will prepare a small site construction stormwater pollution prevention plan (SWPPP) and notice of coverage in accordance with DEQ standards in order to obtain a National Pollutant Discharge Elimination System (NPDES) permit for proposed work within the Phase 1 Wetland Study Area. If design changes result in total ground disturbance greater than 5 acres for Phase 1 work, a large site SWPPP would be required. Preparation of a large site SWPPP is beyond this scope of work but can be completed as extra work. Garver will:

- Review, comment on, and refine SWPPP design sheets to meet DEQ standard requirements for site plans.
- Work with designers on selection of best management practices (BMPs) for erosion and sediment control.
- Complete written SWPPP report per DEQ template.

Garver will coordinate issuance of up to seven (7) Short Term Activity Authorizations (STAAs) in accordance with DEQ standards for stream crossings. Garver will pay the permitting fee for up to 7 STAAs (estimated at $1,050).

7. Basis of Design Report (BODR)

a. Updated Model Evaluation - Use updated Owner model completed by others to confirm existing and future flows in the Shewmaker Interceptor and North Lift Station for existing conditions, as well as Phase 01 and Phase 02 improvements and flow projections. Any information, including model infrastructure data and calibrations, provided to Garver by Owner is assumed as correct.

- Evaluate design elements of North Lift Station to increase capacity without major structural changes after completion of Phase 01 interceptor improvements and provide recommendations if improvements are required. Evaluations are limited to pump replacement, suction pipe upsizing, and connecting 12-inch force main into 24-inch parallel force main.
- Document capacities of proposed interceptor design sizes based on future flows and project phases. Prepare an HGL exhibit that shows the proposed improvements for each alternative.

b. Documentation of Route Analysis – Identify potential betterments to the provided alignment taking into consideration the future development and roadway improvements. Betterments include general improvements to the existing route and do not include analysis of new pipeline corridors. Included in this task is an evaluation of the existing ROW/easements and what additional easements may be needed. Plan view exhibits will be prepared and provided to the Owner for discussion.

c. Documentation of Future Capacity Analysis - Use updated Owner model to confirm improved interceptor capacity with existing flows, existing with near-term development flows (known project flows), and future flows.

d. Summarize the methodology and results of all evaluations/analyses for the proposed improvements in the BODR. An electronic draft of the report will be submitted to the Owner for review. Upon receiving comments from the Owner, GARVER will incorporate comments and issue a final version of the BODR.

e. BODR Design Review Meeting – Conduct one (1) 1-hour virtual workshop with the Owner to present and review the Basis of Design Report (BODR) deliverable, discuss review comments, and confirm design path forward. Meeting minutes will be prepared and distributed by Garver.

8. Preliminary Design – Phase 01

a. 50% Plans – Prepare alignment plan and profile drawings (1”:20’). These plans will be to a 50% level and will include proposed interceptor and manhole locations, property ownership, trenchless construction identified, and spacing to existing infrastructure. The following is the estimated sheet list:

- Cover sheet (Assume 1 sheet)
- Location/Key map (Assume 1 sheet)
- General notes, legend, abbreviations (Assume 3 sheets)

- Project control sheet (Assume 1 sheet)
- Easement layouts (Assume 8 sheets)
- Plan and profile sheets (Assume 16 sheets)
- Civil detail sheets (Assume 8 sheets)

Estimated total number of sheets: 38

b. 50% OPCC – Prepare an estimate of construction quantities and develop an AACE Class 2 (-15% to +20%) preliminary opinion of probable construction cost (OPCC).

c. 50% Design Review Meeting – Conduct one (1) 2-hour in-person workshop with the Owner to present and review the 50% design deliverable, discuss review comments, and confirm design path forward. Meeting minutes will be prepared and distributed by Garver.

d. Deliverables

The following will be submitted to the Owner in Digital PDF format in conjunction with an online review session:

- Design (50%) plans
- AACE Class 2 OPCC

9. Final Design – Phase 01

a. 100% Plans – Following approval of the preliminary design plans, Garver will prepare final design plans (100%) for all sheets.

b. 100% Specifications – Following approval of the draft final specifications, Garver will prepare final design specifications (100%). These specifications will include all technical specifications and the front-end documents including proposal forms, notice to bidders, bid forms, and bond forms.

c. 100% OPCC – Prepare an estimate of construction quantities and develop an AACE Class 2 (-10% to +15%) opinion of probable construction cost (OPCC).

d. 100% Design Review Meeting – Conduct one (1) 2-hour in-person workshop with the Owner to present and review the 100% design deliverables, discuss review comments, and confirm design path forward. Meeting minutes will be prepared and distributed by Garver.

e. Issued for Bid Documents – Incorporate comments received on the 100% submittal and regulatory permits and prepare bid ready documents.

f. Deliverables

The following will be submitted to the Owner in Digital PDF format in conjunction with an online review session:

- Final Design (100%) plans
- Design (100%) specifications
- AACE Class 1 OPCC
- 50% Owner comment spreadsheet with comment responses

- Issued regulatory permits and bid ready documents.

10. Bidding Services - Phase 01

The bidding period for bidders is anticipated to extend for a 60-day duration. During the bidding phase of the project, Garver will:

a. Provide support for bid advertisement, construction contract documents, and any associated information for download by prospective bidders.

b. Support the contract documents by preparing up to two (2) addenda as appropriate.

c. Prepare agenda and facilitate one (1) pre-bid meeting, as well as prepare meeting minutes with bidder attendance.

d. Attend the bid opening, prepare bid tabulation, evaluate bids, and recommend award.

e. Issued for Construction Documents – Incorporate any required changes and addenda to construction ready documents.

f. Deliverables

The following will be submitted to the Owner in Digital PDF format:

- Issued for Bid Plans
- Issued for Bid Specifications
- AACE Class 1 OPCC
- Bid opening agenda, meeting minutes and recommendation of award
- Issued for Construction Plans
- Issued for Construction Specifications
- 100% Owner comment spreadsheet with comment responses

Issued for Bid – Hardcopy Documents:

- Two (2) full size (22”x34”) sets of plans
- Two (2) half sized (11”x17”) sets of plans
- Two (2) specification books

11. Extra Work Not Included

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

A. Redesign for the Owner’s convenience or due to changed conditions after previous alternate direction and/or approval
B. Tree survey by a certified arborist
C. Storm drainage design for street improvements
D. Profiling of street improvements
E. Subsurface Utility Engineering (SUE) (Owner to secure direct contract)
F. Submittals or deliverables in addition to those listed herein
G. Design of any utilities relocation other than the water and wastewater segments listed
H. Traffic Control Plans

I. Completion of a National Environmental Policy Act (NEPA) document
J. Conducting a quantitative air quality analysis or air quality modeling
K. Conducting a noise impact analysis
L. Conducting threatened or endangered species surveys
M. Obtaining Section 7 clearance from USFWS
N. Preparation of a detailed habitat assessment report
O. Tribal coordination
P. Conducting archaeological site monitoring or cultural resources surveys and/or architectural surveys beyond the Phase I cultural resources survey
Q. Developing a cultural resources mitigation plan
R. Developing a Memorandum of Agreement (MOA) or completion of mitigation stipulations related to a MOA
S. Section 404 Individual Permit and any mitigation planning beyond the requirements identified with a Section 404 NWP, including on-site and/or off-site permittee responsible mitigation
T. Individual water quality certification
U. Phase I or II Environmental Site Assessment
V. Coordination with FEMA for preparation/submittal of a CLOMR and/or LOMR, including Section 7 clearance for documenting "no take"
W. Environmental Handling and Documentation, including mitigation plans or other work related to environmentally or historically (culturally) significant items
X. Cost Recovery Matrix
Y. Construction Services

Extra Work will be as directed by the Owner in writing for an additional fee as agreed upon by the Owner and Garver.

12. Schedule

Garver shall begin work under this Agreement within three (3) days of a Notice to Proceed (NTP). Subconsultants shall begin work under this agreement within ten (10) days of a signed contract and shall complete the work in accordance with a mutually agreed upon schedule. Schedule as proposed assumes design and construction of upper interceptor, north lift station, and force main occur concurrently in Phase 02.

Major task timelines with the accelerated design schedule are provided below:

Phase Description	Workdays
Survey & Easements – Phase 01	60 work days from NTP
Environmental Survey & Preliminary Jurisdictional Determination – Phase 01	36 work days from NTP
Basis of Design Report	20 work days from NTP
Preliminary Design – 50% - Phase 01	36 work days from receipt of Survey
Final Design – 100% - Phase 01	36 work days from approval of Preliminary Design
Bidding Services – Phase 01	20 work days from City Approval

EXHIBIT B - 1
(AMENDED COMPENSATION SCHEDULE)

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

WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
Project Management	$15,062.00	Hourly Rate + Expenses
Historical Data Review	$4,953.00	
Baseline Development	$25,533.00	
Collection System Assessment	$111,070.00	
Capital Improvements Plan Development	$64,020.00	
Critical Project Conceptual Design	$173,862.00	
TOTAL FEE	$394,500.00	
AMENDMENT NO. 01		
Project Management – Phase 01	$64,540.00	Hourly Rate + Expenses
FEMA / No-Rise Certificate – Phase 01	$13,270.00	
Survey – Phase 01	$88,350.00	
Property Acquisition Documents (5 properties max) – Phase 01	$34,540.00	
Geotechnical Investigation – Phase 01	$9,430.00	
Environmental Services – Phase 01	$64,140.00	
Basis of Design Report	$35,350.00	
Preliminary Design – Phase 01	$122,660.00	
Final Design – Phase 01	$108,660.00	
Bidding Services – Phase 01	$19,250.00	
TOTAL FEE	$560,190.00	
TOTAL AMENDED CONTRACT FEE		
TOTAL FEE	$954,670.00	Hourly Rate + Expenses

The Owner will pay Garver for Service rendered at the agreed upon rates for each classification of Garver's personnel (may include contract staff classified at Garver's discretion) plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel. The total amount paid to Garver under this Agreement is estimated to be $394,500.00 + $560,190.00 for a total fee of $954,670.00. The agreed upon rates will be increased annually with the first increase effective on or about July 1, 2026. Notwithstanding the foregoing, Garver shall be entitled, in its sole discretion, to substitute a more qualified person (e.g., C-4) with a less qualified person (e.g., C-1); provided however, in such event Garver shall only be entitled to payment at the lesser rate.

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

1. Direct cost for outside reproduction and presentation material preparation, and mail/courier expenses.

2. Charges similar to commercial rates for reports, plan sheets, presentation materials, etc.

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

(AGREED UPON RATES)
Bentonville Water Utilities
Bentonville Sewer Imps and MP - Amendment No. 1
Garver Hourly Rate Schedule: July 2025 - June 2026

Classification	Rates
Engineers / Architects	
E-1	$ 141.00
E-2	$ 164.00
E-3	$ 188.00
E-4	$ 220.00
E-5	$ 268.00
E-6	$ 329.00
E-7	$ 457.00
Planners	
P-1	$ 170.00
P-2	$ 213.00
P-3	$ 265.00
P-4	$ 296.00
P-5	$ 333.00
Designers	
D-1	$ 128.00
D-2	$ 146.00
D-3	$ 174.00
D-4	$ 208.00
D-5	$ 256.00
Technicians	
T-1	$ 103.00
T-2	$ 124.00
T-3	$ 151.00
T-4	$ 195.00
Surveyors	
S-1	$ 63.00
S-2	$ 84.00
S-3	$ 113.00
S-4	$ 161.00
S-5	$ 203.00
S-6	$ 237.00
S-7	$ 280.00
S-8	$ 353.00
2-Man Crew (Survey)	$ 244.00
3-Man Crew (Survey)	$ 305.00
2-Man Crew (GPS Survey)	$ 301.00
3-Man Crew (GPS Survey)	$ 374.00
Construction Observation	
C-1	$ 122.00
C-2	$ 152.00
C-3	$ 186.00
C-4	$ 240.00
C-5	$ 289.00

Classification	Rates
Resource Specialists	
RS-1	$ 113.00
RS-2	$ 149.00
RS-3	$ 211.00
RS-4	$ 290.00
RS-5	$ 362.00
RS-6	$ 446.00
RS-7	$ 498.00
Environmental Specialists	
ES-1	$ 113.00
ES-2	$ 142.00
ES-3	$ 181.00
ES-4	$ 214.00
ES-5	$ 269.00
ES-6	$ 345.00
ES-7	$ 431.00
ES-8	$ 487.00
Project Controls	
PC-1	$ 115.00
PC-2	$ 152.00
PC-3	$ 194.00
PC-4	$ 248.00
PC-5	$ 303.00
PC-6	$ 392.00
PC-7	$ 491.00
Management / Administration	
AM-1	$ 82.00
AM-2	$ 104.00
AM-3	$ 145.00
AM-4	$ 186.00
AM-5	$ 227.00
AM-6	$ 295.00
AM-7	$ 378.00
M-1	$ 552.00

RESOLUTION NO. _____

A RESOLUTION APPROVING AMENDMENT 1 WITH GARVER, LLC, IN AN AMOUNT NOT TO EXCEED FIVE HUNDRED SIXTY THOUSAND ONE HUNDRED NINETY DOLLARS ($560,190.00); AMENDING THE 2025 BUDGET; AND FOR OTHER PURPOSES.

WHEREAS, the City of Bentonville entered into an agreement with Garver, LLC dated August 20, 2024;

WHEREAS, the parties have negotiated an amendment to said agreement in the amount of five hundred sixty thousand one hundred ninety dollars ($560,190.00) for final design of the Shewmaker Basin Phase 1 Interceptor Improvements;

WHEREAS, City Council finds that approval of this amendment is in the best interest of the City and its residents; and

WHEREAS, a budget adjustment is needed.

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

Section 1: The Mayor and City Clerk are authorized to execute Amendment 1 with Garver, LLC in an amount not to exceed five hundred sixty thousand one hundred ninety dollars ($560,190.00);

Section 2: The 2025 Budget is hereby adjusted to appropriate five hundred sixty thousand one hundred ninety dollars ($560,190.00) from Utility Fund reserves into Account #503040-47347 - Sewer Line Improvements;

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

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

PASSED and APPROVED this _____ day of _____, 2025.

APPROVED:

_____
STEPHANIE ORMAN, MAYOR

ATTEST:

_____
MALORIE MARRS, CITY CLERK

	Final Plat - Lots 32-36 of Deming's 2nd Addition
	803 NE A Street
	PC Date: 7/15/2025

Staff Report Details

Project Number	(FP24-0021)
Applicant / Current Owner	Bates Engineering / Tom Underwood Mammoth Properties
Site Area	+/- 0.55 Acres
Current Zoning	DN-2 Downtown Medium Density Residential
Requested Zoning	
Current Future Land Use Map Designation	
Requested Future Land Use Map Designation	
Development Type / Use	
Related projects	PP23-0006

Property Description

Final Plat for Lots 19 & 20, Creating New Lots 32-36, Deming's 2nd Addition, FP24-0021

Deming's 2nd Addition consists of 4 single-family residential lots with alley access and one lot which is non-buildable at this time. All lots are zoned DN-2. Public right-of-way is dedicated along Northeast Honeycrisp Lane to the southwest lot lines of Lots 32 through 36 and along Northeast A Street to the southeast lot line of Lot 32. Lot 36 has an underground detention pond. A 5' wide utility easement is dedicated along the northwestern boundary of lot 36. A 13' wide utility easement is dedicated along the northern side of Northeast Honeycrisp Lane. A 20' wide utility easement is dedicated along the northwestern sides of Lots 32, 33, 34, 35, and 36. No waivers or variances are associated with this final plat.

Project Details

Relationship to the Community Plan

Relationship to the Community Plan

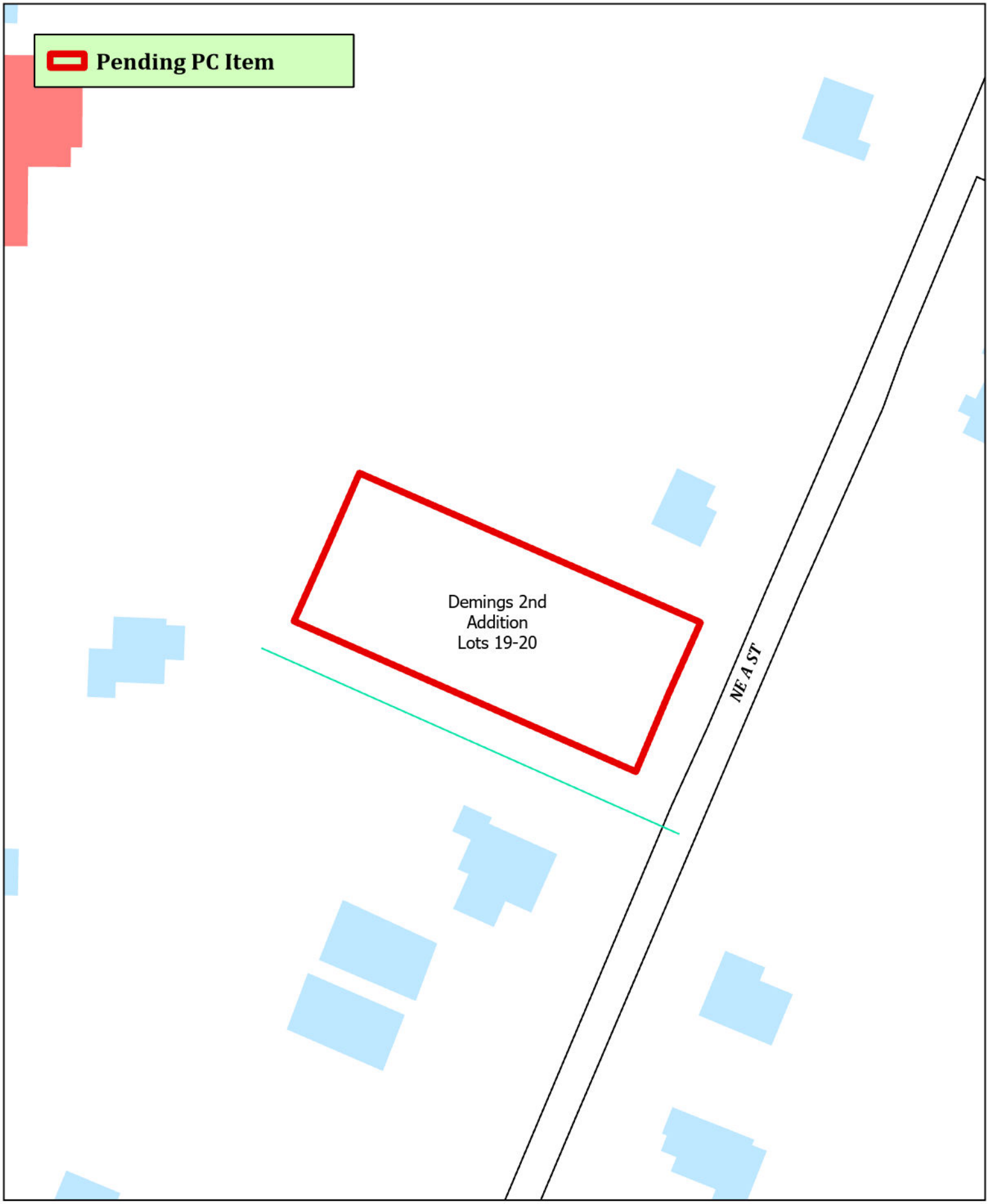
Public Comment

Has Staff received Public Comment at the time of this report? : **No**

Analysis / Waivers

Conclusion

Additional Details



FP24-0021
Demings 2nd Addition Creating Lots 32-36
Final Plat

FINAL PLAT FOR LOTS 19-20 BLOCK 23 OF DEMING'S 2ND ADDITION CREATING NEW LOTS 32-36 (PAGE 1 OF 2)

CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS

ADJACENT LAND OWNERS
1) TJK LIVING TRUST - KING, TY & ANNA
1421 RUSTIC DR
ROGERS, AR 72756
PARCEL #01-02280-000
ZONED: DN-2
2) 804 NE A LLC
10012 ENCHANTED OAK DR
GOLDEN OAK, FL 32836
PARCEL #01-02279-000
ZONED: R-1
3) MORRISSEY, BRENDAN JOHN & LAUREN MICHELLE
801 NE A ST
BENTONVILLE, AR 72712
PARCEL #01-02283-000
ZONED: R-1
4) BERMAN-ZIEKY JOINT TRUST-ROBERT & CHARLIE
PO BOX 3655
RANCHO SANTA FE, CA 92067
PARCEL #01-00451-001
ZONED: R-1
5) SQUARE DISTRICT PROPERTIES LLC
503 NE 2ND ST
BENTONVILLE, AR 72712
PARCEL #01-00451-002
ZONED: R-1

LAST SITE VISIT:
OCTOBER 17, 2024

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

ATLAS PAGE:
361

REFERENCE DOCUMENTS:
1) FINAL PLAT OF DEMINGS SECOND ADDITION FILED IN BOOK B AT PAGE 24
2) PLAT OF SURVEY FILED IN BOOK L2022 AT PAGE 48462
3) PLAT OF SURVEY FILED IN BOOK 23L AT PAGE 88
4) PLAT OF SURVEY FILED IN BOOK 2016 AT PAGE 28
5) PLAT OF SURVEY FILED IN BOOK L2019 AT PAGE 26802
6) PLAT OF SURVEY FILED IN BOOK 35 AT PAGE 36
7) WARRANTY DEED FILED IN BOOK L2022 AT PAGE 14720
8) WARRANTY DEED FILED IN BOOK L2022 AT PAGE 36057

BUILDING SETBACK NOTE:
SETBACKS SHALL BE PER THE CURRENT ZONING DISTRICT AS STATED IN THE MOST RECENT CITY OF BENTONVILLE ZONING CODE. FOR MORE INFO VISIT www.bentonvilleplanning.com OR CALL THE PLANNING DEPARTMENT @ 479-271-3122

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

SURVEY DESCRIPTIONS:

PARENT TRACT (PARCEL #01-02281-000):
LOTS 19 AND 20, BLOCK 23, DEMINGS SECOND ADDITION, TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN IN PLAT RECORD B AT PAGE 24. SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

NEW LOT 32 BLOCK 23:
A PART OF LOTS 19 AND 20, BLOCK 23, DEMINGS SECOND ADDITION, TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN IN PLAT RECORD B AT PAGE 24, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT WHICH IS S67°36'50"E 183.58' FROM AN EXISTING REBAR MARKING THE NORTHWEST CORNER OF SAID LOT 19 AND RUNNING THENCE S67°36'50"E 53.83' TO THE WESTERLY MASTER STREET PLAN RIGHT-OF-WAY OF NORTHEAST A STREET, THENCE ALONG SAID RIGHT-OF-WAY S23°39'05"W 99.49' TO THE NORTHERLY RIGHT-OF-WAY OF NORTHEAST HONEYCRISP LANE, THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING: N67°57'37"W 3.90', N34°16'12"W 3.00', N67°57'37"W 8.33', S78°20'59"W 3.00', N67°57'37"W 33.81', THENCE LEAVING SAID RIGHT-OF-WAY N22°02'40"E 99.78' TO THE POINT OF BEGINNING, CONTAINING 0.12 ACRES, MORE OR LESS. SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

NEW LOT 33 BLOCK 23:
A PART OF LOTS 19 AND 20, BLOCK 23, DEMINGS SECOND ADDITION, TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN IN PLAT RECORD B AT PAGE 24, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT WHICH IS S67°36'50"E 138.58' FROM AN EXISTING REBAR MARKING THE NORTHWEST CORNER OF SAID LOT 19 AND RUNNING THENCE S67°36'50"E 45.00', THENCE S22°02'40"W 99.78' TO THE NORTHERLY RIGHT-OF-WAY OF NORTHEAST HONEYCRISP LANE, THENCE ALONG SAID RIGHT-OF-WAY N67°57'37"W 45.00', THENCE LEAVING SAID RIGHT-OF-WAY N22°02'40"E 100.05' TO THE POINT OF BEGINNING, CONTAINING 0.10 ACRES, MORE OR LESS. SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

NEW LOT 34 BLOCK 23:
A PART OF LOTS 19 AND 20, BLOCK 23, DEMINGS SECOND ADDITION, TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN IN PLAT RECORD B AT PAGE 24, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT WHICH IS S67°36'50"E 93.58' FROM AN EXISTING REBAR MARKING THE NORTHWEST CORNER OF SAID LOT 19 AND RUNNING THENCE S67°36'50"E 45.00', THENCE S22°02'40"W 100.05' TO THE NORTHERLY RIGHT-OF-WAY OF NORTHEAST HONETCRISP LANE, THENCE ALONG SAID RIGHT-OF-WAY N67°57'37"W 45.00', THENCE LEAVING SAID RIGHT-OF-WAY N22°02'40"E 100.32' TO THE POINT OF BEGINNING, CONTAINING 0.10 ACRES, MORE OR LESS. SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

NEW LOT 35 BLOCK 23:
A PART OF LOTS 19 AND 20, BLOCK 23, DEMINGS SECOND ADDITION, TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN IN PLAT RECORD B AT PAGE 24, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT WHICH IS S67°36'50"E 48.58' FROM AN EXISTING REBAR MARKING THE NORTHWEST CORNER OF SAID LOT 19 AND RUNNING THENCE S67°36'50"E 45.00', THENCE S22°02'40"W 100.32' TO THE NORTHERLY RIGHT-OF-WAY OF NORTHEAST HONEYCRISP LANE, THENCE ALONG SAID RIGHT-OF-WAY N67°57'37"W 45.00', THENCE LEAVING SAID RIGHT-OF-WAY N22°02'40"E 100.59' TO THE POINT OF BEGINNING, CONTAINING 0.10 ACRES, MORE OR LESS. SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

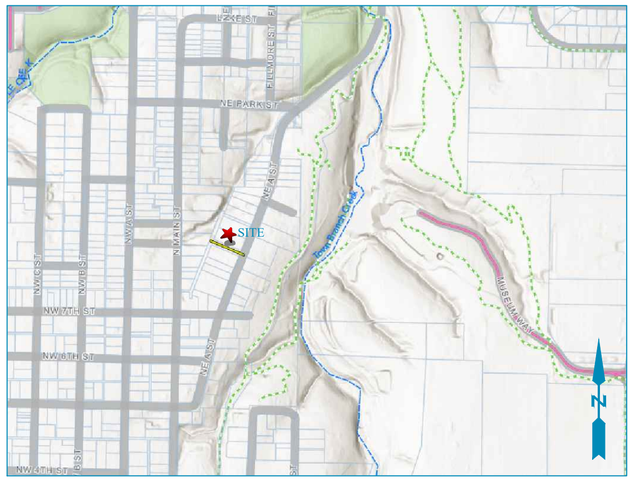
NEW LOT 36 BLOCK 23:
A PART OF LOTS 19 AND 20, BLOCK 23, DEMINGS SECOND ADDITION, TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN IN PLAT RECORD B AT PAGE 24, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT AN EXISTING REBAR MARKING THE NORTHWEST CORNER OF SAID LOT 19 AND RUNNING THENCE S67°36'50"E 48.58', THENCE S22°02'40"W 100.59' TO THE NORTHERLY RIGHT-OF-WAY OF NORTHEAST HONEYCRISP LANE, THENCE ALONG SAID RIGHT-OF-WAY N67°57'37"W 34.16', N34°16'12"W 3.01', N67°57'37"W 8.33', S78°20'59"W 3.01', N67°57'37"W 3.92' TO THE NORTHEASTERLY RIGHT-OF-WAY OF A PLATTED ALLEY, THENCE ALONG SAID RIGHT-OF-WAY N23°39'25"E 100.92' TO THE POINT OF BEGINNING, CONTAINING 0.12 ACRES, MORE OR LESS. SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

RIGHT-OF-WAY DEDICATION #1:
A PART OF LOTS 19 AND 20, BLOCK 23, DEMINGS SECOND ADDITION, TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN IN PLAT RECORD B AT PAGE 24, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT ON THE WESTERLY MASTER STREET PLAN RIGHT-OF-WAY OF NORTHEAST A STREET WHICH IS S67°36'50"E 237.41' FROM AN EXISTING REBAR MARKING THE NORTHWEST CORNER OF SAID LOT 19 AND RUNNING THENCE S67°36'50"E 2.50', THENCE S23°39'05"W 99.47', THENCE N67°57'37"W 2.50' TO THE WESTERLY MASTER STREET PLAN RIGHT-OF-WAY OF NORTHEAST A STREET, THENCE ALONG SAID RIGHT-OF-WAY N23°39'05"E 99.49' TO THE POINT OF BEGINNING, CONTAINING 248.70 SQUARE FEET. SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

RIGHT-OF-WAY DEDICATION #2:
A PART OF LOT 20, BLOCK 23, DEMINGS SECOND ADDITION, TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN IN PLAT RECORD B AT PAGE 24, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING A POINT ON THE PLATTED NORTHERLY RIGHT-OF-WAY OF NORTHEAST HONEYCRISP LANE WHICH IS S23°39'25"W 100.92' AND S67°57'37"E 3.92' FROM AN EXISTING REBAR MARKING THE NORTHWEST CORNER OF LOT 19 OF SAID BLOCK 23 AND RUNNING THENCE N78°20'59"E 3.01', THENCE S67°57'37"E 8.33', THENCE S34°16'12"E 3.01' TO THE PLATTED NORTHERLY RIGHT-OF-WAY OF NORTHEAST HONEYCRISP LANE, THENCE ALONG SAID RIGHT-OF-WAY N67°57'37"W 13.33' TO THE POINT OF BEGINNING, CONTAINING 18.06 SQUARE FEET. SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

RIGHT-OF-WAY DEDICATION #3:
A PART OF LOT 20, BLOCK 23, DEMINGS SECOND ADDITION, TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN IN PLAT RECORD B AT PAGE 24, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING A POINT ON THE PLATTED NORTHERLY RIGHT-OF-WAY OF NORTHEAST HONEYCRISP LANE WHICH IS S23°39'25"W 100.92' AND S67°57'37"E 220.22' FROM AN EXISTING REBAR MARKING THE NORTHWEST CORNER OF LOT 19 OF SAID BLOCK 23 AND RUNNING THENCE N78°20'59"E 3.00', THENCE S67°57'37"E 8.33', THENCE S34°16'12"E 3.00' TO THE NORTHERLY PLATTED RIGHT-OF-WAY OF NORTHEAST HONEYCRISP LANE, THENCE ALONG SAID RIGHT-OF-WAY N67°57'37"W 13.33' TO THE POINT OF BEGINNING, CONTAINING 18.05 SQUARE FEET. SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

VICINITY MAP



VICINITY MAP NOT TO SCALE

OWNER'S CERTIFICATION:
WE THE UNDERSIGNED, OWNERS OF THE REAL ESTATE SHOWN AND DESCRIBED HEREIN, DO HEREBY CERTIFY THAT WE HAVE LAID OFF, PLATTED, AND SUBDIVIDED AND DO HEREBY LAY OFF, PLAT, SUBDIVIDE SAID REAL ESTATE IN ACCORDANCE WITH THIS PLAT AND DO HEREBY DEDICATE TO THE USE OF THE PUBLIC THE STREETS, ALLEYS, DRIVES, EASEMENTS, ETC. AS SHOWN ON SAID PLAT.

DATE OF EXECUTION:_____

PRINTED NAME: _____SIGNED : _____
MAMMOTH PROPERTIES LLC

SOURCE OF TITLE: DEED BOOK L2022 AT PAGE 12720

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

DATE OF EXECUTION: _____

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

CERTIFICATE OF APPROVAL:
PURSUANT TO THE BENTONVILLE 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

PLAT NOTES:
1. THE LOCATION OF UTILITIES SHOWN HEREON ARE FROM OBSERVED EVIDENCE OF ABOVE GROUND APPURTENANCES. ALL UTILITY LINES APPEARING ON THIS PLAT, AS WELL AS THOSE THAT MAY EXIST UNDERGROUND NEED TO BE VERIFIED PRIOR TO DOING ANY TYPE OF EXCAVATION. SOME UTILITY LINES MAY ALSO EXIST THAT WERE NOT SHOWN ON THIS PLAT.
2. OWNER/DEVELOPER SHALL COORDINATE WITH ALL LOCAL UTILITIES TO INSURE THAT EACH LOT HAS WATER, SEWER AND ELECTRIC SERVICE.
3. 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.
4. THERE MAY NOT BE ANY FENCES OR ANY OTHER STRUCTURES BUILT IN ANY DRAINAGE EASEMENTS.
5. THERE ARE NO EXISTING WETLANDS ON SITE.
6. NO RESIDENTIAL LOT SHALL BE PERMITTED DIRECT ACCESS TO A COLLECTOR OR ARTERIAL STREET. ALL RESIDENTIAL SUBDIVISION DEVELOPMENT CONTIGUOUS TO A COLLECTOR OR ARTERIAL STREET SHALL ORIENT FRONTAGE TO A LOCAL STREET, AND BACK OF THE PROJECT, WITHOUT ACCESS TO THE SAID MAJOR STREETS.
7. 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 STREET SPECIFICATIONS.
8. THIS PROPERTY IS LOCATED IN ZONE D (4) TRAFFIC PATTER ZONE (TPZ) - CITY OF BENTONVILLE MUNICIPAL AIRPORT.
9. THERE ARE NO WAIVERS, VARIANCES AND/OR CONDITIONAL USES AT THE TIME OF PREPARING THIS PLAT.

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

RECORDING NUMBER/DATE

CERTIFICATE OF AUTHORIZATION
BATES & ASSOCIATES, INC.
#1335
ARKANSAS ENGINEER

SITE INFORMATION

PARCEL NUMBER:	#01-02281-000
PROJECT SITE ADDRESS:	803 NE A STREET BENTONVILLE, ARKANSAS 72712
ZONING CLASSIFICATION:	DN-2 DOWNTOWN MEDIUM DENSITY
PROPOSED USE:	SINGLE FAMILY RESIDENTIAL, ALLEY ACCESS
TOTAL SITE AREA:	0.55 ACRES +/- BEFORE R/W DEDICATION 0.55 ACRES +/- AFTER R/W DEDICATION
OWNER/DEVELOPER:	TOM UNDERWOOD MAMMOTH PROPERTIES LLC 3120 OAK TREE DR CENTERTON, AR 72719 TOMCHAR@COX.NET
ENGINEER/SURVEYOR:	BATES & ASSOCIATES, INC. 7230 S. PLEASANT RIDGE DR. FAYETTEVILLE, AR 72704 PHONE: (479) 442-9350 FAX: (479) 521-9350

CONTACT INFORMATION

GAS:	BLACK HILLS ENERGY JOSHUA KNIGHT 1301 FEDERAL WAY PO BOX 2129 LOWELL, AR 72745 PHONE: (479) 721-4543 JOSHUA.KNIGHT@BLACKHILLSCORP.COM
CABLE:	COX COMMUNICATIONS TIMOTHY GOSS 4901 S. 48TH STREET SPRINGDALE, AR 72762 PHONE: (479) 651-5583 EMAIL:timothy.goss@cox.com
TELEPHONE:	AT&T BRENT BALDWIN 1133 E. HAROLD STREET FAYETTEVILLE, AR 72701 PHONE: (479) 571-6609 OR (479) 200-9022 EMAIL: BB6585@ATT.COM
ELECTRIC:	CITY OF BENTONVILLE TRAVIS MATLOCK 3200 SW MUNICIPAL DRIVE BENTONVILLE, AR 72712 PHONE: (479) 271-3155
FIRE:	CITY OF BENTONVILLE JUSTIN SCANTLIN FIRE CHIEF 800 SW A STREET BENTONVILLE, AR 72712 PHONE: (479) 271-5927 OR (479) 685-1096
BUILDING INSPECTION:	BENTONVILLE BUILDING INSPECTION DEPT JAKE FEEMSTER 305 SW A STREET BENTONVILLE, AR 72712 PHONE (479) 271-3125 FAX (479) 271-5906 PHONE JAKE: (479)271-3108
CODE ENFORCEMENT:	BENTONVILLE CODE ENFORCEMENT DEPT 305 SW A ST BENTONVILLE, AR 72712 PHONE (479) 271-3107 FAX (479) 271-5906
STREET DEPT:	CITY OF BENTONVILLE DANIEL CLARDY 3200 SW MUNICIPAL DRIVE BENTONVILLE, AR 72712 PHONE: (479) 696-0279
WASTE WATER:	CITY OF BENTONVILLE CHRIS EARL 1901 NE A STREET BENTONVILLE, AR 72712 PHONE: (479) 271-3161
WATER/SEWER:	CITY OF BENTONVILLE BEAU THOMPSON 3200 SW MUNICIPAL DRIVE BENTONVILLE, AR 72712 PHONE: (479) 271-3140
SOLID WASTE:	ALLIED WASTE SERVICE 36 BELLA VISTA WAY BELLA VISTA, AR 72714 PHONE: (800)-627-1717
PLANNING:	CITY OF BENTONVILLE TYLER OVERSTREET 305 SW A STREET BENTONVILLE, AR PHONE: (479) 271-3122
CITY ENGINEER:	CITY OF BENTONVILLE ELLEN NORVELL 3200 SW MUNICIPAL DRIVE BENTONVILLE, AR 72712 PHONE: (479) 271-5993
POLICE:	BENTONVILLE POLICE DEPT 908 SE 14TH ST BENTONVILLE, AR 72712 PHONE: (479) 271-3173 FAX: (479) 271-3187
STORMWATER:	CITY OF BENTONVILLE ALISON WEST 3200 SW MUNICIPAL DRIVE BENTONVILLE, AR PHONE: (479) 271-6719 EMAIL: JWEST@BENTONVILLEAR.COM
BUILDING & FIRE SAFETY:	CITY OF BENTONVILLE BRAD ARNOLD ALISON WEST 305 SW A STREET BENTONVILLE, AR PHONE: (479) 271-3108

I HEREBY CERTIFY THIS TO BE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF ON THIS THE 17TH DAY OF OCTOBER, 2024.

DRAFT

REGISTERED
STATE OF ARKANSAS
NO. 1642
SIGNATURE
DERRICK L. THOMAS
PROFESSIONAL LAND SURVEYOR

DATE:

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

CITY OF BENTONVILLE PROJECT #FP24-0021

BOUNDARY LINE (MEASURED)
BOUNDARY LINE (EXISTING)
FORTY LINE/ TIE LINE
CENTERLINE OF ROAD
RIGHT-OF-WAY
INGRESS & EGRESS EASEMENT
UTILITY EASEMENT

WATER METER
FIRE HYDRANT
WATER VALVE
SANITARY SEWER MH
ELECTRICAL BOX
POWER POLE
SIGN
TELEPHONE PEDESTAL

LEGEND:
THESE STANDARD SYMBOLS WILL BE FOUND IN THE DRAWING.
FOUND 1/2" REBAR
SET 5/8" REBAR-CAP
COMPUTED POINT

BATES
Engineers · Surveyors
7230 S. Pleasant Ridge Dr · Fayetteville, Arkansas 72704 · 479.442.9350

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FOR USE AND BENEFIT OF:
MAMMOTH PROPERTIES L.L.C.

ADDRESS:
800 NORTHEAST A STREET
BENTONVILLE, ARKANSAS

DATE: 01/30/25
SCALE: 1"=20'
SURVEYED: DRAFTED: AH
DRAFT DATE: XX
REVIEWED: DT
COA #1335

LOCATION: LOTS 19 & 20
BLOCK: 23
DEMINGS 2ND ADDITION

DRAWING #22-308 FP

FINAL PLAT FOR LOTS 19-20 BLOCK 23 OF DEMING'S 2ND ADDITION CREATING NEW LOTS 32-36 (PAGE 2 OF 2)

RECORDING NUMBER/DATE

CERTIFICATE OF AUTHORIZATION
BATES & ASSOCIATES, INC.
#1335
ARKANSAS ENGINEER

WE HEREBY GRANT TO THE CITY OF BENTONVILLE A BLANKET AVIGATION EASEMENT OVER THE ENTIRETY OF THIS SUBDIVISION PURSUANT TO MUNICIPAL CODE SECTION 401.12.

POC NW CORNER LOT 19
N:752788.29
E:662498.15
POB NEW LOT 36
POB NEW LOT 35
POB NEW LOT 34
POB NEW LOT 33
POB NEW LOT 32
POB RIGHT-OF-WAY DEDICATION #1
N:752697.87
E:662717.67
POB RIGHT-OF-WAY DEDICATION #2
POB RIGHT-OF-WAY DEDICATION #3

ALLEY R/W
DEMING'S 2ND ADD (ALLEY) - 20' R/W PER FINAL PLAT G-263
N 23°39'25" E 100.92'
5' U.E. (PER THIS PLAT)
27.5' PRIVATE A.E. (PER L202501594)
20' U.E. (PER THIS PLAT)
23' PRIVATE A.E. (PER L202501594)
13' U.E. (PER THIS PLAT)
S 67°36'50" E 239.91'
48.58'
45.00'
20.0'
23.0'
5.0'
27.5'
34.16'
53.83'
2.50'
30.0'
13.0'
25.0'
N 67°57'37" W 202.97'
33.81'
50.0'
32.5'

LOT 36 / BLOCK 23
(DRAINAGE EASEMENT/ UNBUILDABLE)
5018.58 SQ. FT.
0.12 ACRES +/-
UNDERGROUND DETENTION
100 YR WSE = 1256.69

S 22°02'40" W 100.59'

LOT 35 / BLOCK 23
4520.48 SQ. FT.
0.10 ACRES +/-
FFE = 1269.50

N 22°02'40" E 100.32'

LOT 34 / BLOCK 23
4508.25 SQ. FT.
0.10 ACRES +/-
FFE = 1271.50

S 22°02'40" W 100.05'

LOT 33 / BLOCK 23
4496.01 SQ. FT.
0.10 ACRES +/-
FFE = 1273.50

N 22°02'40" E 99.78'

LOT 32 / BLOCK 23
5205.29 SQ. FT.
0.12 ACRES +/-
FFE = 1275.50

20' BEUD BUFFER (3-PHASE)
S 23°39'05" W 99.49'
S 23°39'05" W 99.47'

M.S.P. R/W
C/L
R/W

TOTAL ACREAGE DEDICATED TO M.S.P. R/W
248.70 SQ. FT.
PER THIS PLAT
(HATCHED)

TOTAL ACREAGE R/W DEDICATION #2
18.06 SQ. FT.
PER THIS PLAT
(HATCHED)

TOTAL ACREAGE R/W DEDICATION #3
18.05 SQ. FT.
PER THIS PLAT
(HATCHED)

NORTHEAST HONEYCRISP LANE
31' ASPHALT - 50' R/W PER FINAL PLAT G-263

NORTHEAST A STREET (DOWNTOWN COLLECTOR)
ASPHALT WIDTH VARIES - 65' R/W (PER M.S.P.)

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 67°57'37" W	2.50'
L2	N 67°57'37" W	3.90'
L3	N 34°16'12" W	3.00'
L4	N 67°57'37" W	8.33'
L5	S 78°20'59" W	3.00'
L6	N 34°16'12" W	3.01'
L7	N 67°57'37" W	8.33'
L8	S 78°20'59" W	3.01'
L9	N 67°57'37" W	3.92'
L10	N 67°57'37" W	13.33'
L11	N 67°57'37" W	13.33'

0' 20' 40' 60'
GRAPHIC SCALE (IN FEET)
1 Inch = 20ft.

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

- FOUND 1/2" REBAR
- SET 5/8" REBAR-CAP
- COMPUTED POINT
- BOUNDARY LINE (MEASURED)
- BOUNDARY LINE (EXISTING)
- FORTY LINE / TIE LINE
- CENTERLINE OF ROAD
- RIGHT-OF-WAY
- INGRESS & EGRESS EASEMENT
- UTILITY EASEMENT
- WATER METER
- FIRE HYDRANT
- WATER VALVE
- SANITARY SEWER MH
- ELECTRICAL BOX
- POWER POLE
- SIGN
- TELEPHONE PEDESTAL

BATES
Engineers · Surveyors
7230 S. Pleasant Ridge Dr. · Fayetteville, Arkansas 72704 · 479.442.9350

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FOR USE AND BENEFIT OF:
MAMOTH PROPERTIES L.L.C.

ADDRESS:
805 NORTHEAST A STREET
BENTONVILLE, ARKANSAS

DATE: *01/30/25*
LOCATION: LOTS 19 & 20 BLOCK 23 DEMING'S 2ND ADDITION
SCALE: *1"=20'*
SURVEYED: JRICH
DRAFTED: AH
DRAFT DATE: XX
REVIEWED: DT
COA #1335

DRAWING #22-308 FP

CITY OF BENTONVILLE PROJECT #FP24-0021

ORDINANCE NO._____

AN ORDINANCE ACCEPTING A FINAL PLAT OF LOTS 32-36, BLOCK 23 OF DEMMING'S 2ND ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS; AND FOR OTHER PURPOSES.

(PROJECT NUMBER: FP24-0021)

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the final plat of LOTS 32-36, BLOCK 23 OF DEMMING'S 2ND ADDITION to the City of Bentonville, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on July 15, 2025;

WHEREAS, said final plat is attached hereto as Exhibit "A";

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

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

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

Section 1: That the final plat of LOTS 32-36, BLOCK 23 OF DEMMING'S 2ND ADDITION to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes;

Section 2: That the Mayor and City Clerk be and are hereby authorized and directed to evidence the acceptance of said final plat by certifying said acceptance on the approved final plat;

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

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

PASSED AND APPROVED this_____ day of _____, 2025.

APPROVED:

ATTEST: **Stephanie Orman, Mayor**

_____
Malorie Marrs, City Clerk

	Rezoning - N & J Family Properties, LLC - A-1, Agriculture to R-1, Low-Density Single-Family Residential
	North of Phillips Cemetery, south of Haxton, east of Mill Dam
	PC Date: 7/15/2025

Staff Report Details

Project Number	(RZ25-0030)
Applicant / Current Owner	N & J Family Properities
Site Area	+/- **134** Acres
Current Zoning	
Requested Zoning	R-1 Low Density Single Family Residential
Current Future Land Use Map Designation	Rural and Estates
Requested Future Land Use Map Designation	
Development Type / Use	
Related projects	RZ25-0014

Property Description

The subject property is located at 10592 Phillips Cemetery Road. The property is presently zoned A-1, Agriculture, with a land use designation of Rural and Estates. The property has direct access to Haxton Road. Surrounding zoning districts include A-1, Agriculture.

Project Details

The applicant has requested a rezoning of the property from A-1, Agriculture to R-1, Low-Density Single-Family Residential. The applicant states in their narrative that they are requesting the rezoning to develop as single-family homes.

This property is within a Future Study Area that the city council asked to be further reviewed during the approval process of the Future Land Use Map. The city council wanted stakeholders to envision this area as something other than rural. The applicant provided the Commission an outline of the project on April 1, 2024 and has amended their request to preserve open space areas between pockets of low density residential.

Relationship to the Community Plan

This project was originally considered by the Planning Commission on April 1, 2025. The area was within the southerly future study area that Council requested for the amended Future Land Use Map and staff recommended that further study was needed prior to consideration. The applicant tabled the item at that time. The future study area is nearing completion and has recommended adding two neighborhood centers to the area, adding a rural node district to the zoning code and preserving open space areas. The applicant has responded with an application that is consistent with the proposed changes. The rezone request is only for the tops of the ridges, keeping the valleys zoned agricultural.

Public Comment

Has Staff received Public Comment at the time of this report? : **No**

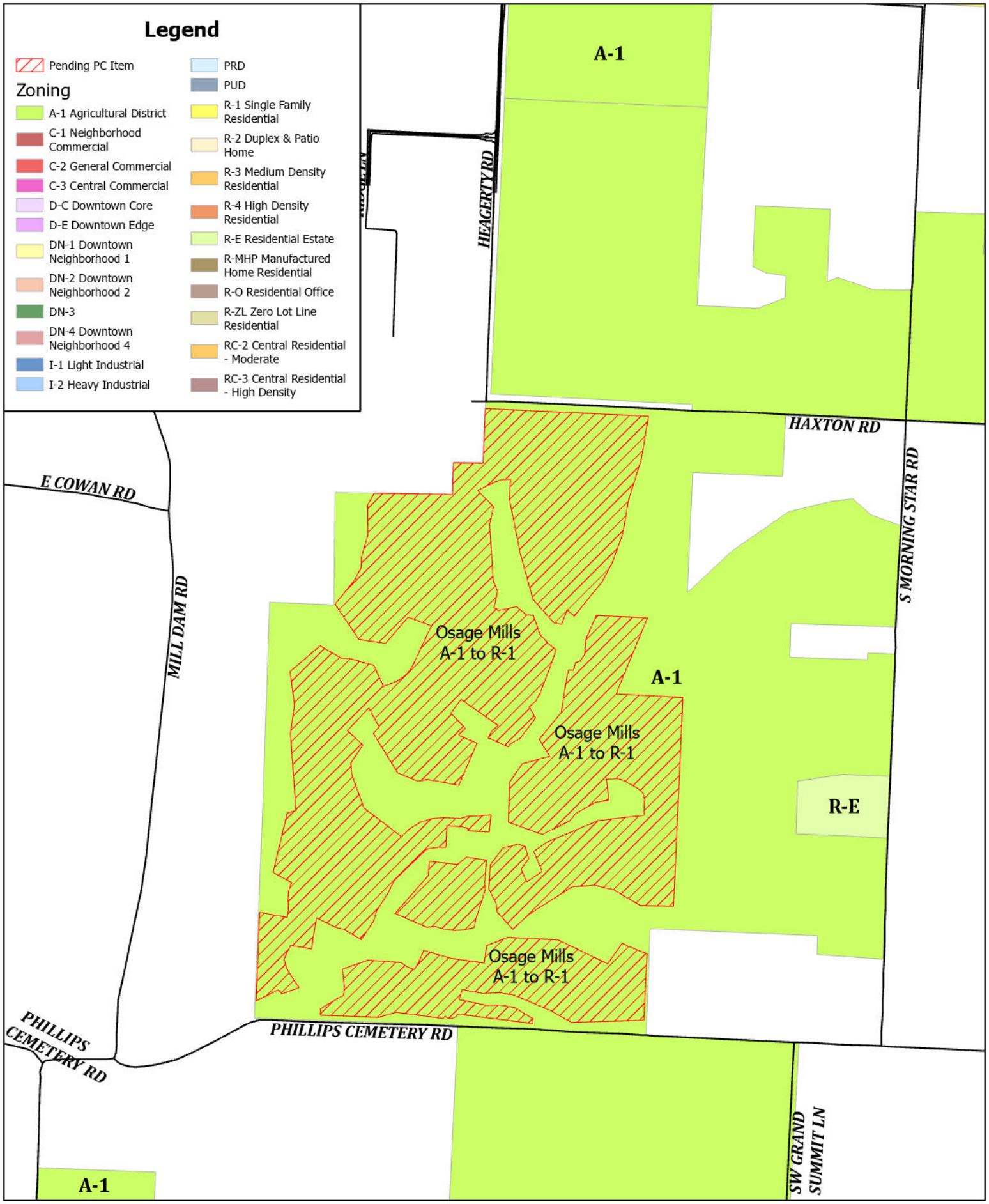
Analysis / Waivers

Consistency
The proposed rezone is consistent with the newly adopted Future Land Use Map under Enhanced Review.
Impact
The impact of this rezone on the community will be to set the zoning regulations for the development of this project. Pursuant to the alignment policy, R-1 is in alignment with the Rural and Estates place type and will implement the Citywide vision of where growth is appropriate, as detailed in the Future Land Use Map.
Compatibility
The rezone application nestles growth within open-space areas, providing a thoughtful integration of growth within a rural setting. The applicant writes in their narrative that a primary intention behind this project is to preserve the charm of the natural Arkansas landscape while cultivating a community that centers on agricultural values with a contemporary twist.
Intensity
The intensity is extremely low given the large areas of open space that are being preserved with this rezone application.
Orderly Transition. This application transitions from open space to low-density residential in an orderly manner.
Review Criteria
Please see the applicant's narrative and checklist for the applicant's satisfaction of the review criteria.

Conclusion

Staff recommends approval of the rezone request as it is consistent with both the current future land use map and the proposed changes within the future study area.

Additional Details



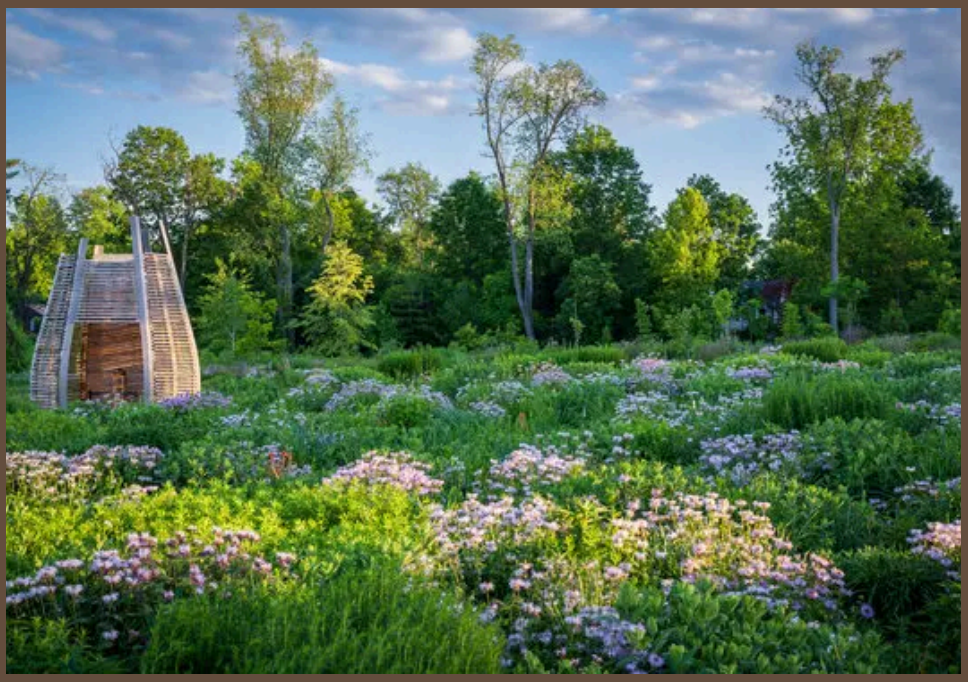
RZ25-0030
Osage Mills
Rezone A-1 to R-1


Buffington Homes Presents
OSAGE MILLS
In the golden light of an Ozark
morning, a village begins.









WELCOME TO OSAGE MILLS



At the heart of Osage Mills lies a vision to create a sustainable haven that honors and protects the natural beauty of Northwest Arkansas. Through thoughtful planning and conscientious design, the development aspires to integrate seamlessly with the region's landscape, preserving its inherent charm while offering residents a contemporary lifestyle characterized by harmony, tranquility, and environmental responsibility. Osage Mills will be a community that highlights responsible development coexisting with nature.

Through its commitment to low-impact stormwater management and preservation of Northwest Arkansas' natural beauty, the development exemplifies a vision for sustainable living that honors the past, cherishes the present, and safeguards the future of our region.









OZARK AGRI-HOOD

The Osage Mills Agri-Hood is envisioned as a low-density rural neighborhood that honors the agricultural and cultural legacy of the Ozarks while embracing forward-thinking land use and sustainability practices. Located in western Benton County, near the historic site of Osage Mills, the development seeks to preserve and reinterpret the rural character that has long defined this region.

An "agri-hood" is a community designed around a working farm or agricultural space, where food production, open space, and rural identity are central features of daily life providing access to shared green spaces, and a deeper connection to the land.

Low-Density Residential Design: Homes clustered around shared agricultural areas, preserving the majority of land for open space, farming, and natural features. Lot sizes and building placement are designed to reduce sprawl while maintaining a rural feel.

Heritage Preservation: Trails, signage, and community spaces will commemorate the history of Osage Mills and the broader milling culture of the Ozarks. Architecture and materials will draw inspiration from historic agrarian buildings native to Benton County.

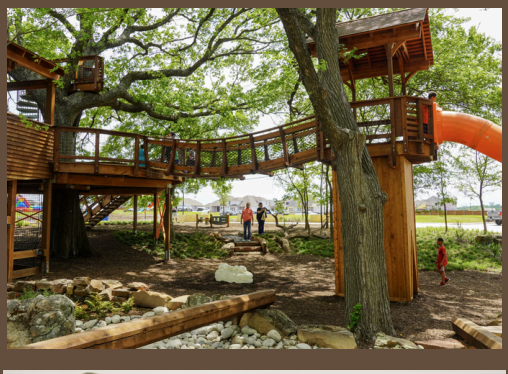
Community Gathering & Education: A community barn will serve as a hub for farm-to-table dinners, seasonal festivals, and educational workshops on farming, conservation, and Ozark traditions.

This thoughtful, place-based approach offers an alternative to conventional subdivisions by prioritizing land stewardship, food resilience, and cultural memory. In doing so, the Osage Mills Agri-Hood becomes more than a neighborhood—it becomes a living tribute to the history, landscape, and values of Northwest Arkansas.















OSAGE MILLS

PROPERTY OVERVIEW

Located north of Phillips Cemetery Road, south of West Pleasant Grove Road and East of Little Osage Creek. The parcels are currently zoned A-1, Agricultural District. The request is to rezone to R-1, Low Density Single Family Residential. The subject property is currently surrounded by agricultural farmland but is an extension of the rapid, expansive growth from the East in Rogers and Cave Springs and Bentonville to the North.

We are requesting this rezoning to better align with the current and future needs of the community. Northwest Arkansas, and Bentonville in particular, are facing rapid development combined with a housing shortage as well as a lack of attainably priced homes. Bentonville, specifically the project area of southwest Bentonville surrounded by Cave Springs and the XNA corridor, is experiencing rapid growth and development directly adjacent to the Bentonville City limits. Evening Star Elementary has also seen growth around its school zone increasing the need for single family housing in the area. The growth pressures in the area, the completion of the Pleasant Grove Ext. and the future expansion of HWY 612 and HWY 112 will continue to encourage growth in this key area of Benton County as it is centrally located and easily accessible.

This property is impacted by FEMA-mapped Zone A on the far west side of the property through Little Osage Creek , encompassing floodplain associated with the 1% annual chance storm event.

A wetlands and water delineation report was conducted by Crafton Tull which identified no wetlands on the property but considers the western stream to likely be jurisdictional waters under CWA. The property contains a stream running through the center that encompasses a watershed of approximately 5km and four man-made ponds that are likely not jurisdictional under the CWA. An in-depth report will be provided to Bentonville Engineering for further analysis.

The need for the traffic study will be discussed at the preliminary plat meeting.

Proposed signage to be determined at the preliminary plat meeting.

The owners of the property are N&J Family Properties, LLC and Five B's Ranch, LLC. Buffington Homes, LLC will purchase property if rezone is approved for development.





















NARRATIVE

PROJECT OVERVIEW

The pressures of growth often lead to rapid and poorly conceived and designed development which in turn can lead to long term concerns for municipalities. We believe that the proposed rezone will allow us to contribute to the expansion in a meaningful way by creating a gentle transition from the denser development to the east in the Scissortail, Evening Star and Morning Star Communities (generally 4 units per acre, See exhibit A for growth data). We've spent a year designing a community that can provide a gentle transition into land that has traditionally been used for agricultural purposes. Our goal throughout the design process has been to center our focus on preserving the historical use and undeveloped nature of our site with a community that works in conjunction with the land. Our proposed development does not intend to bend the land to its will but instead we hope to act as a partner seamlessly blending long term, well built forever homes into the environment in ways that fit and flow.

It has been noted by review staff that this development will be subject to the Enhanced Review Criteria. This is based in part on the perception that the property is currently unlikely or poorly suited for development under zoning districts allowed through standard review. However, recent residential developments in the area have changed that outlook significantly. Approximately 1,300 residential lots are in the development pipeline directly to the east of this site. With the City of Cave Springs recently completing a tie-in to the NACA system, those projects are now positioned to move forward, which will have a major impact on growth and infrastructure needs in the surrounding area. In this context, the proposed rezoning is essential to enable responsible residential development and to meet the increased demand for housing.

In light of these factors, the proposed development offers a timely and appropriate transitional solution. By introducing gentle density and thoughtful design, it bridges the gap between higher-density neighborhoods to the east and the historically rural character of the site. This project responds to the region's accelerating growth with a measured, environmentally sensitive approach that aligns with long-term planning goals. It represents a smart, intentional step toward accommodating demand while preserving the natural and cultural context of the area.





Comprehensive Plan Goals

The proposed community development aligns closely with Bentonville's comprehensive planning goals, offering a thoughtful approach to growth that balances housing needs with environmental stewardship and community well-being.

Preserving Rural Character and Open Spaces
By incorporating large lots ranging from 85 feet wide to one acre and preserving over 50% of the site as undeveloped land, the development supports the objectives of the Northwest Arkansas Open Space Plan. This plan emphasizes protecting valued natural landscapes and open spaces to maintain the region's high quality of life amid growth . The project's focus on conserving the existing tree canopy and integrating homes into existing field areas demonstrates a commitment to preserving the area's rural heritage and native ecosystems. See Exhibit B.

Enhancing Public Health and Ecosystem Integrity
The preservation of open spaces within the development contributes to positive public health outcomes by providing residents with access to natural environments, which can reduce stress, improve mental well-being, and encourage physical activity. Additionally, maintaining these green spaces supports the fragile Ozark ecosystems by promoting biodiversity and ecological resilience.

As part of the site strategy, native plant species will be restored throughout the open spaces to enhance habitat quality and soil health, while also reducing the need for irrigation and chemical inputs. Green corridors will be intentionally established to allow for wildlife movement through and around the community, ensuring that natural patterns are maintained and local species can thrive.

Tree preservation easements will ring and weave throughout the site, forming a permanent framework of mature canopy that not only anchors the landscape visually but also protects air and water quality, moderates temperatures, and serves as critical habitat.
In addition, the development will incorporate stream bank restoration measures to stabilize soils, reduce erosion, and improve natural filtration. These improvements will directly contribute to enhanced water quality within the Osage Creek Watershed, supporting long-term watershed health and aligning with regional sustainability goals. Together, these efforts create a community that not only protects but actively improves the natural environment.

Providing Quality Housing Options
Addressing the city's need for diverse housing options, the development offers a range of lot sizes that cater to various preferences while maintaining the area's character. This approach aligns with Bentonville's goals of creating neighborhoods that are friendly, safe, attractive, and engaged. Partnering with Buffington Homes of Arkansas, a locally owned and operated builder with over 40 years of experience, guarantees that the homes constructed will meet high standards of craftsmanship and design. By integrating Buffington Homes' high-quality construction and design into the proposed development, the community will provide durable, attractive, and functional housing options. This initiative supports Bentonville's comprehensive plan goals by enhancing the city's housing diversity and promoting sustainable growth.

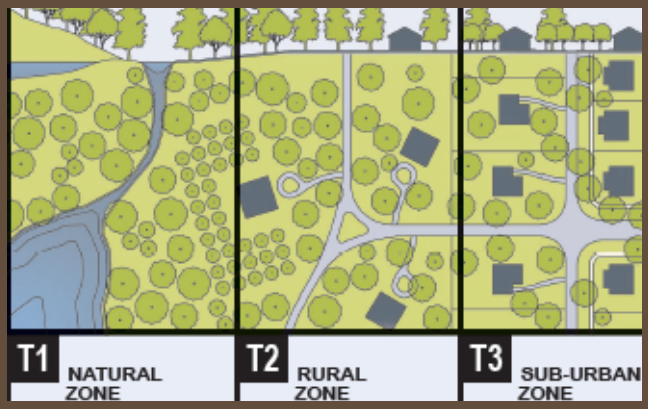
Fostering Community Engagement
The development's design encourages community interaction by preserving natural spaces and promoting a neighborhood layout that fosters connections among residents. This supports the city's Great Neighborhoods Partnership initiative, which aims to build strong, engaged communities. In addition to the thoughtful layout, the community will feature a variety of shared amenities designed to bring neighbors together, including an event barn and farming center that will serve as gathering places for markets, workshops, and celebrations. A network of trails will weave through the preserved natural areas, connecting homes to pocket parks and open spaces, promoting walkability, and encouraging spontaneous interaction. These features are intentionally designed to create a sense of belonging, foster meaningful relationships, and support an active, connected lifestyle in harmony with the surrounding landscape.

Review Criteria

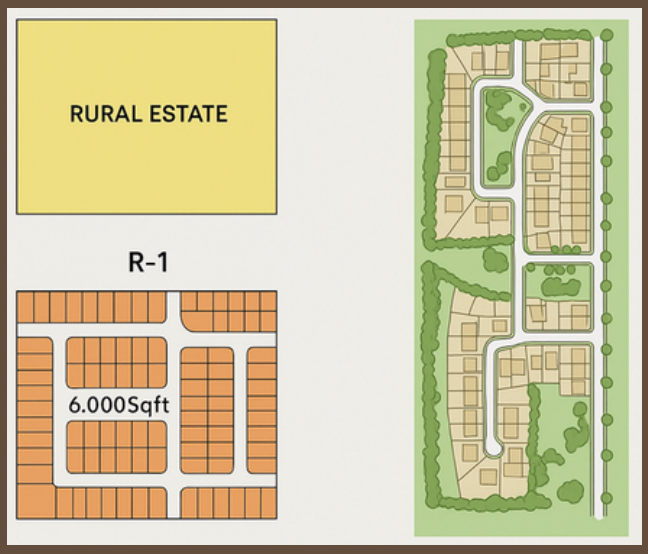
Review Request : Currently zoned A-1, Agricultural District. The request is to rezone to R-1, Low Density Single Family Residential.

We are requesting this rezone to better align with the current and future needs of the community. Southwest Benton County is experiencing rapid growth and development, and we believe that the proposed rezone will allow us to contribute to the expansion in a responsible way.

The proposed rezoning aligns with the intent of the Future Land Use Map (FLUM) by preserving the rural character and natural ecosystems that define the area. While we are requesting R-1 zoning, this is due to the limitations of the current code, which does not provide a transitional zoning option between rural 2-acre lots and smaller 60-foot lots. Our development will bridge this gap by offering larger homesites ranging from 85 feet in width up to one acre, creating a low-impact, low-density neighborhood that respects the site's natural features.



Rather than relying on standard mass grading and uniform lot types, we are designing around the site's existing topography and tree canopy. Homesites will be individually graded and located primarily within open field areas, while wooded areas will be preserved through conservation easements. As a result, more than 50% of the overall site will remain undeveloped, ensuring compatibility with the surrounding place types and supporting the intent of the FLUM vision by maintaining rural heritage and protecting native landscapes while allowing gentle density to provide much needed housing.



Current FLUM Rural Estate Zoning: Min Lot Size 2 acres
The R-E District is an extremely low density residential district designed to provide for maximum privacy through the use of open spaces, promote scenic attraction, expand and promote residential alternatives and encourage the development of residential areas most protective of the environment.

Proposed R1 Zoning: Min Lot Size 6,000 sq. ft. The R-1 District serves low density developments in which housing is generally of the highest value and where strict separation of land uses is desired. Since R-1 Districts are separated from all commercial and industrial activity, access to connecting traffic arteries is essential.

Goal: Ideally we would like to zone into what would be defined as a T2.5 zone. T2.5 would represent a transitional zone between the Rural and Suburban zones, characterized by a gradual increase in density and built environment intensity, while still maintaining a connection to nature.

We seek to maintain open spaces and promote scenic attraction while allowing for slightly more density than allowed by current RE zoning. Lot sizes would range from 85x150 up to 1 + acres. Current code does not allow for this type of gentle transition between RE and R1 .

Review Criteria (cont.)

Adequate infrastructure exists or is planned to serve the development allowed in the proposed district. Over the past four months, we have worked closely with Bentonville Utilities staff to determine the most feasible and efficient utility routes to the site. Through this coordination, we have confirmed that both water and sewer capacity are available to serve the proposed development however utility line extensions will be required to bring services to the site. The developer will be responsible for working in partnership with the Utilities Department to install the necessary infrastructure extensions to ensure service is delivered in accordance with city standards.

A development like this sets a strong precedent for future responsible growth in the region by demonstrating how thoughtful design can balance the need for new housing with environmental preservation and community well-being. By prioritizing large lots, conserving significant open spaces, protecting native ecosystems, and integrating community-focused amenities, this project shows that growth does not have to come at the expense of the area's rural character or natural resources.

Its emphasis on stream bank restoration, tree preservation easements, and wildlife corridors highlights a commitment to ecological sustainability that can serve as a model for future developments. Moreover, the inclusion of shared spaces like event barns, farming centers, trails, and pocket parks fosters a sense of place and community engagement that enhances quality of life.

This approach encourages developers, planners, and municipalities to embrace a holistic vision—one that supports both economic development and environmental stewardship. As a result, this project lays the groundwork for a development pattern that is resilient, connected, and aligned with the long-term goals of Bentonville and the broader Ozark region

The rezone request is consistent with the evolving development pattern in the area. As nearby communities such as Scissortail, Evening Star, and Morning Star have introduced higher residential densities (generally around 4 units per acre), this project offers a more measured and environmentally sensitive approach that complements and transitions from those developments at closer to 2.5 units per acre. By preserving over 50% of the site as open space, incorporating large lots ranging from 85 feet wide to one acre, and protecting key natural features through conservation easements, the proposed development creates a thoughtful and compatible land use pattern.

This is a unique property with the potential to create a lasting legacy for the City of Bentonville by demonstrating that rural character and open space conservation can successfully coexist with the goal of providing quality housing. The proposed district supports economic development by offering thoughtfully designed residential opportunities that meet the growing demand while preserving the natural and cultural identity of the area.

Preserved open spaces not only help maintain the fragile Ozark ecosystems—supporting native wildlife habitats, water quality, and soil stability—but also contribute significantly to positive public health outcomes. Access to green space has been shown to reduce stress, encourage physical activity, and improve overall community well-being. This project will serve as a model for how new development can enhance, rather than replace, the unique character of Bentonville and rural Arkansas—providing homes for both newcomers and existing residents in a way that prioritizes long-term environmental health, public welfare, and quality of life.

While we are currently applying for an R-1 zoning designation, the future build-out of the site is envisioned to include a mix of place types, including agricultural and open space areas. This approach supports a more holistic and context-sensitive development pattern that aligns with the review criteria by preserving natural features, maintaining rural character, and promoting a thoughtful transition between land uses. By incorporating these additional place types, the overall plan will reflect a balanced mix that enhances compatibility with the surrounding area and reinforces the intent of the Future Land Use Map.

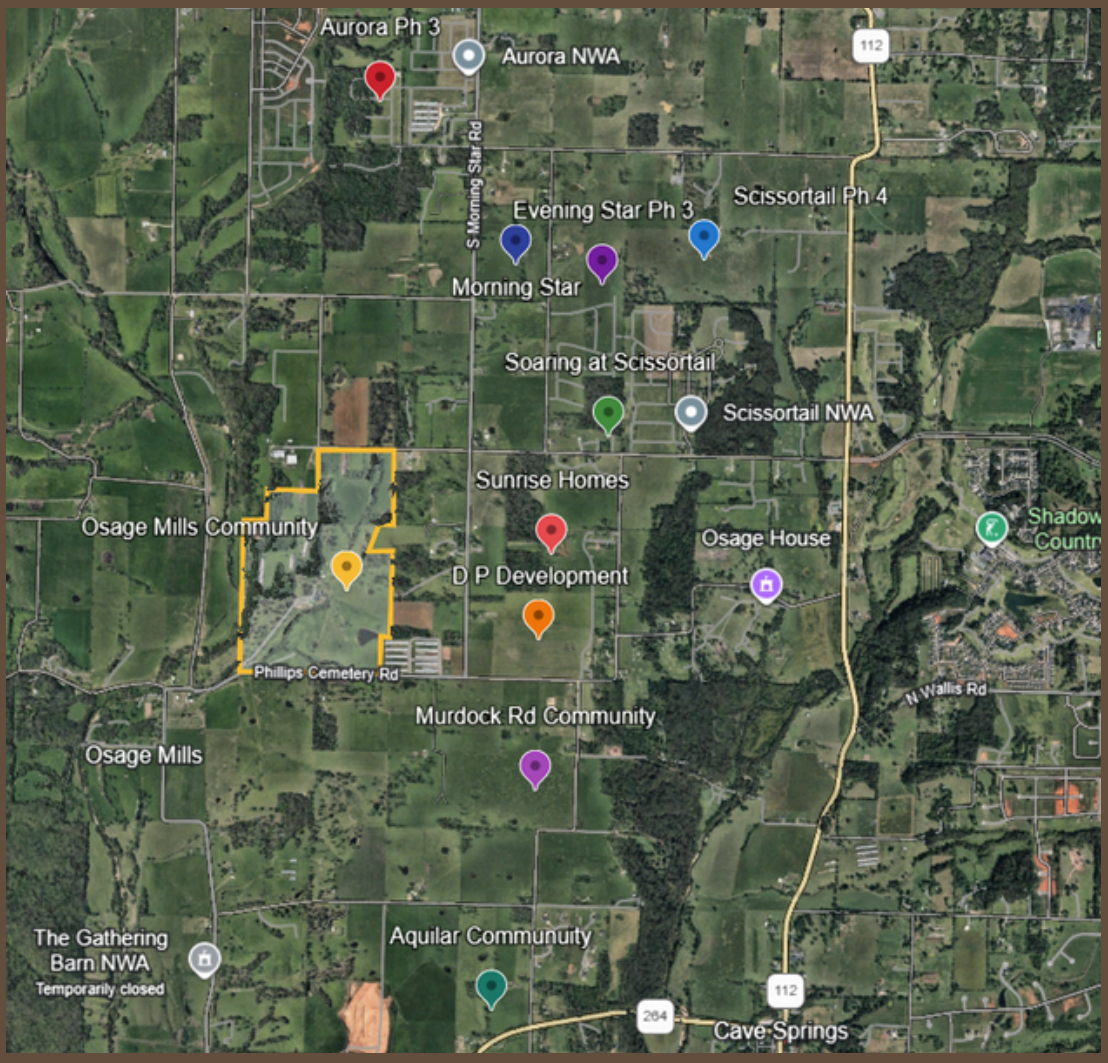
Exhibit A: Growth Data
1 mi Radius

The proposed development is consistent with the growth trends and land use patterns observed in the surrounding area. Similar rezoning requests have been approved within a three-mile radius, including in both Bentonville and nearby municipalities, indicating regional support for this type of residential development.

Furthermore, the area around Evening Star Elementary has experienced significant growth, reflecting the continued need for single-family housing options. This proposal aims to thoughtfully respond to that demand, supporting orderly development and helping to meet the housing needs of current and future residents.

- 89 New Homes in a 1 mile radius sold in the last 12 months
- 415 +/- New Homes Projected in a 1 mile radius in the next 12 months
- 1368 +/- New Homes Projected in a 1 mile radius 16 months
- Current Rezoning or Plat Review : 457 homesites
- Homes at Vertical Construction : 215
- Land Development Construction : 331

Growth Projection Map



- Aurora Phase 3
- Morning Star
- Evening Star Phase 3
- Scissortail Phase 4
- Soaring at Scissortail
- Sunrise Homes Development
- D P Development
- Trillium
- Aguilar Property

Exhibit A: Growth Data (cont)

1 mi Radius

Aurora Phase 3

- 40 Acres
- 79 Lots in Phase 3
- 10 Estate Lots
- 69 Single Family Lots
- 1 Acre + Estate Lots
- $455,000-315,000
- .3 Acre Lots
- $173,333-105,000

Scissortail Ph 4

- 80 Total Acres
- 237 Lots
- Sold for $5,167,000
- Price Per Lot $21,801

Soaring @ Scissortail

- 5.05 Acres
- 18 Developed lots
- Single Family
- Sold for $2,040,000
- Price Per Lot $113,333.33

Evening Star Ph 3

- 28 Total Acres
- Buffington Homes
- 80 Phase 3 Lots
- Sold for $3,250,000
- Price Per Lot $40,625

Morning Star Subdivision

- 46 Total Acres
- D R Horton
- 83 Lots
- No Sale Data Listed

Sunrise Homes

- 45 Acres
- Planned Development
- Sold for $2,000,000

Aguilar Community

- Rezoned for Single Family Residential Community
- 48 Acres
- Sold Price Not Given

Evening Star Ph 3

- 28 Total Acres
- Buffington Homes
- 80 Phase 3 Lots
- Sold for $3,250,000
- Price Per Lot $40,625

Murdock Community

- 95 Acres
- Zoned R-3
- Trillium Investment LLC
- Planned development on east, west, and south parcels around Murdock rd.
- All Parcels together $7,564,000
- 278 Total Lots
- Average Cost Per Lot $27,208

EXHIBIT B SITE DEVELOPMENT

The property owners and developer are committed to ensuring that the natural beauty of the property is preserved for future generations We intend that the property will fit in with the surrounding built and natural environment upon completion.

Preservation of Natural Beauty

Buffington Homes is committed to preserving the natural beauty of Northwest Arkansas, recognizing it as a precious resource to be safeguarded for future generations. Through careful site planning and preservation of green spaces, wetlands, and natural habitats, the development seeks to seamlessly blend with the surrounding environment, ensuring that residents can continue to enjoy the region's scenic vistas and diverse ecosystems.

Stormwater Management

Osage Mills will prioritize low-impact stormwater management strategies to minimize its overall ecological footprint. Bioswales, existing topography and tree canopy will be strategically utilized throughout the development to capture and infiltrate stormwater runoff, reducing erosion and pollution while replenishing groundwater reserves.

Native Landscaping & Habitat Restoration

Native landscaping will be incorporated extensively throughout the community to enhance biodiversity, provide habitat for local wildlife, and promote ecosystem resilience. By restoring natural habitats and incorporating indigenous plant species, the development aims to create a vibrant ecological tapestry that complements the region

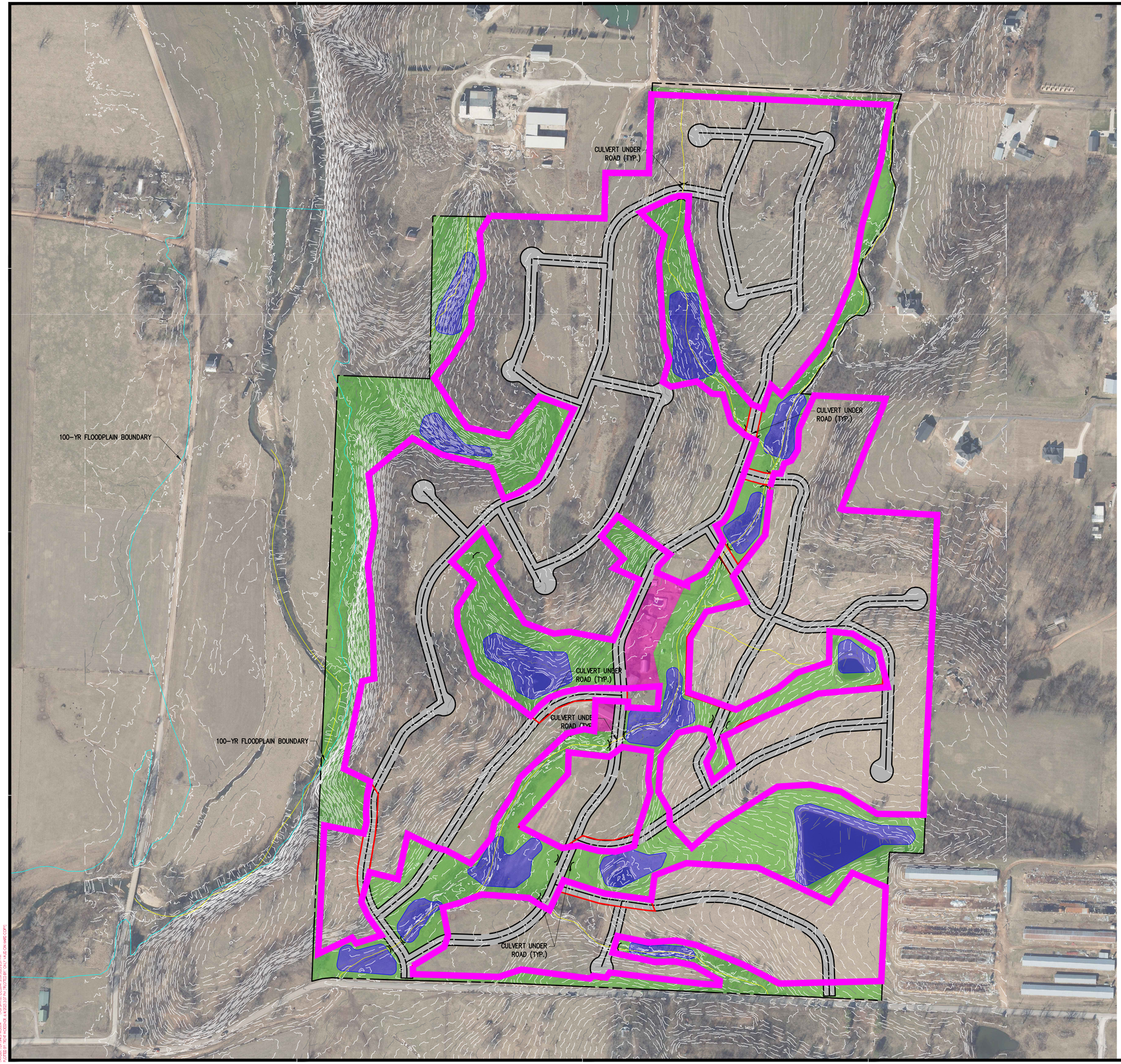












LIMITS OF METES AND BOUNDS NEEDED FOR LEGAL DESCRIPTION

(ALL FOUR EXISTING PARCELS REQUESTING TO BE REZONED TO SPLIT ZONING A-1/R-1, AND THE LEGAL DESCRIPTION WILL BE PREPARED FOR JUST THE FOUR RESIDENTIAL POLYGON AREAS SHOWN HEREIN.)

PONDS, UNBUILDABLE FOR HOMES

LANDSCAPED GREENSPACE UNBUILDABLE FOR HOMES TO BE RESERVED FOR TREE PRESERVATION, NATURAL OPEN CHANNEL FLOW AND SOFT SURFACE TRAILS

POA AMENITY AREA, UNBUILDABLE FOR HOMES

PROPOSED LOCAL ROADWAY

300 N College Ave., Suite 317
Fayetteville, Arkansas 72701
Crafton Tull
architecture | engineering | surveying
479.636.4838 t
www.craftontull.com

CERTIFICATE OF AUTHORIZATION:

CERTIFICATE OF AUTHORIZATION
CRAFTON, TULL & ASSOCIATES, INC.
No. 109
ARKANSAS ENGINEER

GRAPHIC SCALE IN FEET
200' 0 200'

FIVE BS RANCH

BENTON COUNTY
ARKANSAS

Key Plan

291 SINGLE FAMILY LOTS

No.	Description	Date

This document, and the ideas and designs incorporated herein, as an instrument of professional service, is the property of Crafton, Tull & Associates, Inc., and is not to be used, in whole or in part, for any other project, without the written authorization of Crafton, Tull & Associates, Inc..

PROJECT NO: 25300300
ISSUE DATE: 01/28/2025
CONTACT: C. THREET
QC By:
QC Date:

PRELIMINARY PLANS

THIS DOCUMENT IS PRELIMINARY IN NATURE AND IS NOT A FINAL, SIGNED AND SEALED DOCUMENT

REVIEW SET ... NOT FOR CONSTRUCTION

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CONCEPT SITE PLAN

1 OF 1

🟩 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? **Applicants: please check which elements are consistent with the Community plan and demonstrate in your narrative how your project meets the vision of the Community Plan.**

bentonvillear.com/DocumentCenter/View/18161/Bentonville-Community-Plan-As-Amended-2025?bidId=

☑ Thoughtful Growth (p.38)

- Infill Development
- Existing Infrastructure

☑ Robust Economy (p.39)

- Providing a variety of housing options
- Access to high quality parks, recreation, schools, and multi-modal transportation opportunities.

☑ Welcoming and Diverse (p.39)

- Welcoming to all
- Provides a sense of community

☑ The Bentonville Experience (p.40)

- Redevelopment near downtown
- Providing a variety of housing options
- New neighborhoods throughout the community
- Transportation system that supports motorists, cyclists and pedestrians

☑ A Great Place to plant Roots (p.40)

- Housing Options for market entry level
- The ability to age in place
- Shopping, employment, and education options
- New neighborhoods throughout the community

Development Impact, Intensity and location

- ☑ **Impact foreseen in the Future Land Use Map**
  (Does the proposed rezoning fit within the place type, i.e. SR?)
- ☑ **Intensity and Significant Economic Development criteria (for ER)**
  - ☑ Is the adjacent zone similar to the requested rezone?
  - ☑ Is the proposed rezone near the center of a "Center" or "Corridor" place type?
  - ☑ Is the proposed rezone near the edge of a "Neighborhood" place type?
  - ☑ Is the proposed rezone necessary to allow economic development of regional significance or a use unique in the region and its impact can be mitigated to preserve the public's health, safety, and welfare.

Compatibility

- ☑ **Compatibility with Neighboring Development**
  (Is the rezone compatible with recent development activity in the surrounding area?)

Name: Trent Woessner Date: 2025/06/13

Signature: [redacted]

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF A-1, AGRICULTURAL TO R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL; AND FOR OTHER PURPOSES. (PROJECT NUMBER: RZ25-0030)

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

PARCEL 1: A PART OF THE SW/4 OF THE SW/4 AND A PART OF THE NW/4 OF THE SW/4 OF SECTION 26, A PART OF THE NE/4 OF THE SE/4 AND A PART SE/4 OF THE SE/4 OF SECTION 27, A PART OF THE NE/4 OF THE NE/4 OF SECTION 34, AND A PART OF THE NW/4 OF THE NW/4 OF SECTION 35, ALL BEING LOCATED IN TOWNSHIP 19 NORTH, RANGE 31 WEST OF THE FIFTH PRINCIPAL MERIDIAN, BENTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A FOUND 5/8” REBAR WITH CAP FOR THE NORTHWEST CORNER OF SAID NW/4 OF THE SW/4 OF SECTION 26; THENCE ALONG THE WEST LINE OF SAID SECTION 26, S 02° 23’ 56” W A DISTANCE OF 48.32 FEET TO THE POINT OF BEGINNING; THENCE S 87° 21' 28" E A DISTANCE OF 1031.00 FEET;THENCE S 09° 32' 34" W A DISTANCE OF 273.77 FEET; THENCE S 17° 20' 33" W A DISTANCE OF 269.80 FEET;THENCE S 09° 57' 37" W A DISTANCE OF 214.81 FEET; THENCE S 19° 33' 20" W A DISTANCE OF 194.99 FEET; THENCE S 28° 39' 16" W A DISTANCE OF 135.93 FEET; THENCE S 38° 41' 36" W A DISTANCE OF 279.18 FEET; THENCE N 49° 28' 04" W A DISTANCE OF 60.00 FEET; THENCE S 18° 38' 50" W A DISTANCE OF 21.36 FEET; THENCE S 23° 32' 57" W A DISTANCE OF 60.91 FEET; THENCE S 17° 52' 49" W A DISTANCE OF 14.82 FEET; THENCE N 77° 47' 19" W A DISTANCE OF 50.00 FEET;THENCE N 42° 00' 59" W A DISTANCE OF 197.15 FEET; THENCE N 15° 14' 56" W A DISTANCE OF 296.84 FEET; THENCE N 11° 29' 47" W A DISTANCE OF 360.55 FEET; THENCE N 04° 45' 35" E A DISTANCE OF 118.26 FEET TO A CURVE TO THE LEFT; THENCE 102.83 FEET ALONG THE ARC OF SAID CURVE,

HAVING A RADIUS OF 177.54 FEET, WITH A CHORD BEARING S 80° 01' 10" W A DISTANCE OF 101.40 FEET; THENCE S 63° 18' 13" W A DISTANCE OF 120.84 FEET; THENCE S 44° 51' 41" E A DISTANCE OF 142.74 FEET; THENCE S 13° 21' 53" W A DISTANCE OF 115.91 FEET; THENCE S 03° 58' 10" E A DISTANCE OF 354.78 FEET; THENCE S 21° 30' 47" E A DISTANCE OF 73.55 FEET; THENCE S 12° 46' 52" W A DISTANCE OF 104.28 FEET TO A CURVE TO THE RIGHT; THENCE 34.13 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 50.00 FEET, WITH A CHORD BEARING S 57° 30' 51" E A DISTANCE OF 33.48 FEET; THENCE N 78° 20' 31" E A DISTANCE OF 115.44 FEET; THENCE S 52° 22' 52" E A DISTANCE OF 83.98 FEET; THENCE S 85° 31' 05" E A DISTANCE OF 41.00 FEET; THENCE S 19° 02' 26" E A DISTANCE OF 125.51 FEET; THENCE S 42° 01' 10" E A DISTANCE OF 86.71 FEET; THENCE S 53° 25' 15" E A DISTANCE OF 54.89 FEET; THENCE S 19° 20' 45" W A DISTANCE OF 109.83 FEET; THENCE S 20° 05' 11" W A DISTANCE OF 50.16 FEET; THENCE S 20° 57' 23" W A DISTANCE OF 136.23 FEET TO A CURVE TO THE RIGHT; THENCE 110.73 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 175.00 FEET, WITH A CHORD BEARING S 39° 05' 01" W A DISTANCE OF 108.90 FEET; THENCE S 31° 25' 48" E A DISTANCE OF 78.99 FEET; THENCE S 36° 22' 50" W A DISTANCE OF 54.00 FEET; THENCE S 36° 22' 50" W A DISTANCE OF 109.03 FEET; THENCE S 61° 40' 31" W A DISTANCE OF 75.11 FEET; THENCE S 25° 34' 11" W A DISTANCE OF 17.43 FEET; THENCE N 65° 42' 15" W A DISTANCE OF 140.83 FEET TO A CURVE TO THE RIGHT; THENCE 102.29 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 134.53 FEET, WITH A CHORD BEARING N 40° 25' 53" E A DISTANCE OF 99.84 FEET; THENCE N 55° 10' 00" W A DISTANCE OF 287.64 FEET; THENCE S 36° 13' 41" W A DISTANCE OF 106.79 FEET; THENCE S 43° 44' 07" E A DISTANCE OF 132.40 FEET; THENCE S 46° 15' 53" W A DISTANCE OF 60.02 FEET; THENCE S 65° 40' 48" E A DISTANCE OF 126.79 FEET; THENCE S 23° 26' 57" W A DISTANCE OF 287.52 FEET; THENCE N 79° 46' 33" W A DISTANCE OF 200.55 FEET; THENCE S 79° 48' 23" W A DISTANCE OF 60.28 FEET; THENCE N 68° 05' 11" W A DISTANCE OF 138.28 FEET; THENCE N 31° 41' 06" W A DISTANCE OF 291.87 FEET; THENCE N 42° 03' 58" E A DISTANCE OF 55.40 FEET; THENCE N 29° 01' 30" W A DISTANCE OF 136.29 FEET; THENCE S 43° 20' 03" W A DISTANCE OF 195.91 FEET; THENCE S 47° 41' 22" E A DISTANCE OF 132.72 FEET; THENCE S 33° 53' 23" W A DISTANCE OF 136.23 FEET; THENCE S 03° 14' 56" E A DISTANCE OF 71.28 FEET; THENCE S 20° 04' 44" E A DISTANCE

OF 227.92 FEET; THENCE S 52° 29' 53" E A DISTANCE OF 297.67 FEET TO A CURVE TO THE RIGHT; THENCE 303.09 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 325.00 FEET, WITH A CHORD BEARING N 65° 50' 08" E A DISTANCE OF 292.22 FEET; THENCE S 87° 26' 54" E A DISTANCE OF 103.15 FEET; THENCE N 74° 39' 02" E A DISTANCE OF 50.96 FEET; THENCE N 86° 22' 29" E A DISTANCE OF 145.86 FEET; THENCE S 05° 36' 38" W A DISTANCE OF 107.43 FEET; THENCE N 86° 46' 59" W A DISTANCE OF 136.49 FEET; THENCE N 06° 30' 42" E A DISTANCE OF 15.97 FEET; THENCE N 77° 47' 34" W A DISTANCE OF 50.09 FEET; THENCE N 87° 26' 54" W A DISTANCE OF 85.00 FEET; THENCE S 02° 57' 12" W A DISTANCE OF 135.54 FEET; THENCE N 87° 02' 48" W A DISTANCE OF 48.03 FEET; THENCE S 78° 07' 06" W A DISTANCE OF 76.11 FEET; THENCE S 45° 49' 30" W A DISTANCE OF 282.83 FEET; THENCE S 25° 44' 42" W A DISTANCE OF 79.38 FEET; THENCE S 32° 27' 42" W A DISTANCE OF 140.89 FEET; THENCE S 17° 20' 06" W A DISTANCE OF 68.77 FEET; THENCE S 33° 34' 36" W A DISTANCE OF 136.79 FEET; THENCE N 60° 01' 44" W A DISTANCE OF 129.03 FEET; THENCE N 75° 43' 42" W A DISTANCE OF 53.25 FEET; THENCE N 63° 37' 45" W A DISTANCE OF 134.37 FEET; THENCE S 09° 08' 08" W A DISTANCE OF 200.34 FEET; THENCE N 79° 24' 29" W A DISTANCE OF 133.92 FEET; THENCE S 24° 49' 31" W A DISTANCE OF 99.99 FEET TO A CURVE TO THE LEFT; THENCE 131.60 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 325.00 FEET, WITH A CHORD BEARING S 24° 45' 21" E A DISTANCE OF 130.70 FEET; THENCE S 36° 21' 21" E A DISTANCE OF 71.87 FEET; THENCE S 69° 29' 43" W A DISTANCE OF 114.15 FEET; THENCE N 45° 46' 06" W A DISTANCE OF 35.89 FEET; THENCE S 63° 25' 16" W A DISTANCE OF 155.76 FEET; THENCE N 02° 25' 24" E A DISTANCE OF 558.17 FEET; THENCE S 79° 57' 24" E A DISTANCE OF 174.10 FEET; THENCE N 10° 02' 36" E A DISTANCE OF 36.10 FEET TO A CURVE TO THE LEFT; THENCE 25.85 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 125.00 FEET, WITH A CHORD BEARING N 04° 07' 05" E A DISTANCE OF 25.81 FEET; THENCE N 01° 48' 26" W A DISTANCE OF 62.76 FEET TO A CURVE TO THE RIGHT; THENCE 90.22 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 175.00 FEET, WITH A CHORD BEARING N 12° 57' 46" E A DISTANCE OF 89.23 FEET; THENCE N 27° 43' 58" E A DISTANCE OF 8.86 FEET; THENCE N 62° 16' 02" W A DISTANCE OF 134.48 FEET; THENCE N 13° 18' 26" E A DISTANCE OF 386.78 FEET; THENCE N 75° 27' 44" E A DISTANCE OF 57.13 FEET; THENCE N 04° 04' 55" W A DISTANCE OF 487.86 FEET; THENCE N 08° 05' 58" E A

DISTANCE OF 183.35 FEET; THENCE N 07° 21' 12" W A DISTANCE OF 211.62 FEET; THENCE N 49° 49' 53" E A DISTANCE OF 248.95 FEET; THENCE S 59° 41' 17" E A DISTANCE OF 152.93 FEET; THENCE S 87° 08' 21" E A DISTANCE OF 52.25 FEET; THENCE S 74° 03' 06" E A DISTANCE OF 158.07 FEET; THENCE S 25° 27' 36" E A DISTANCE OF 144.89 FEET; THENCE N 69° 52' 09" E A DISTANCE OF 66.08 FEET TO A CURVE TO THE LEFT; THENCE 178.90 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 225.00 FEET, WITH A CHORD BEARING N 47° 30' 49" E A DISTANCE OF 174.23 FEET; THENCE N 24° 44' 05" E A DISTANCE OF 265.50 FEET; THENCE N 69° 51' 14" W A DISTANCE OF 154.67 FEET; THENCE S 40° 46' 32" W A DISTANCE OF 220.21 FEET; THENCE N 80° 15' 43" W A DISTANCE OF 171.10 FEET; THENCE N 34° 02' 40" W A DISTANCE OF 265.84 FEET; THENCE N 38° 52' 37" E A DISTANCE OF 190.08 FEET; THENCE N 28° 37' 12" E A DISTANCE OF 91.21 FEET; THENCE N 02° 22' 04" E A DISTANCE OF 70.02 FEET; THENCE N 16° 26' 01" E A DISTANCE OF 145.11 FEET; THENCE N 00° 25' 09" W A DISTANCE OF 188.07 FEET; THENCE N 27° 53' 57" E A DISTANCE OF 83.85 FEET; THENCE S 89° 05' 56" E A DISTANCE OF 494.77 FEET; THENCE N 01° 28' 51" E A DISTANCE OF 199.93 FEET; THENCE S 89° 06' 17" E A DISTANCE OF 188.02 FEET; THENCE N 02° 23' 56" E A DISTANCE OF 343.88 FEET TO THE POINT OF BEGINNING, CONTAINING 82.10 ACRES, MORE OR LESS, AND BEING SUBJECT TO ANY EASEMENTS OF RECORD OR FACT. PARCEL 2: PART OF THE SOUTHWEST QUARTER (SW/4) OF THE SW/4 OF SECTION 26, AND PART OF THE NORTHWEST QUARTER (NW/4) OF THE NW/4 OF SECTION 35, ALL BEING LOCATED IN TOWNSHIP 19 NORTH, RANGE 31 WEST OF THE FIFTH PRINCIPAL MERIDIAN, BENTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A FOUND 5/8” REBAR WITH CAP FOR THE NORTHWEST CORNER OF THE NW/4 OF THE SW/4 OF SECTION 26 OF SAID TOWNSHIP 19 NORTH, RANGE 31 WEST; THENCE SOUTH 36° 43’ 16” EAST A DISTANCE OF 1705.08 FEET TO THE POINT OF BEGINNING; THENCE S 22° 19' 40" W A DISTANCE OF 502.20 FEET; THENCE S 09° 33' 37" W A DISTANCE OF 15.67 FEET; THENCE S 87° 01' 29" E A DISTANCE OF 417.71 FEET; THENCE S 02° 33' 57" W A DISTANCE OF 1316.95 FEET; THENCE N 88° 35' 57" W A DISTANCE OF 210.75 FEET; THENCE N 59° 41' 24" W A DISTANCE OF 190.75 FEET; THENCE N 76° 03' 12" W A DISTANCE OF 125.86 FEET; THENCE S 83° 39' 49" W A DISTANCE OF 46.93 FEET; THENCE S 87° 41' 32" W A DISTANCE OF 91.87 FEET; THENCE S 57° 49' 53" W A

DISTANCE OF 325.48 FEET; THENCE S 47° 20' 54" W A DISTANCE OF 140.02 FEET; THENCE N 41° 32' 14" W A DISTANCE OF 144.93 FEET; THENCE N 07° 10' 16" W A DISTANCE OF 56.37 FEET; THENCE N 27° 32' 20" W A DISTANCE OF 99.67 FEET; THENCE N 03° 33' 37" E A DISTANCE OF 152.62 FEET; THENCE N 36° 23' 00" E A DISTANCE OF 134.87 FEET; THENCE N 77° 47' 16" E A DISTANCE OF 97.65 FEET; THENCE S 72° 50' 17" E A DISTANCE OF 45.80 FEET; THENCE S 15° 52' 53" E A DISTANCE OF 78.75 FEET; THENCE S 36° 05' 59" W A DISTANCE OF 66.43 FEET TO A CURVE TO THE LEFT; THENCE 26.80 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET, WITH A CHORD BEARING S 06° 14' 04" W A DISTANCE OF 25.53 FEET; THENCE S 24° 28' 18" E A DISTANCE OF 74.68 FEET; THENCE N 55° 19' 11" E A DISTANCE OF 117.47 FEET; THENCE N 22° 44' 04" W A DISTANCE OF 134.50 FEET; THENCE N 53° 27' 12" E A DISTANCE OF 97.69 FEET; THENCE N 67° 15' 56" E A DISTANCE OF 352.37 FEET; THENCE N 82° 59' 46" E A DISTANCE OF 292.65 FEET; THENCE N 01° 39' 56" E A DISTANCE OF 100.45 FEET; THENCE N 14° 09' 34" W A DISTANCE OF 40.91 FEET; THENCE N 45° 48' 35" W A DISTANCE OF 40.91 FEET; THENCE N 61° 38' 06" W A DISTANCE OF 108.72 FEET; THENCE N 69° 20' 14" W A DISTANCE OF 20.10 FEET; THENCE N 84° 44' 30" W A DISTANCE OF 20.10 FEET; THENCE S 87° 33' 22" W A DISTANCE OF 65.39 FEET; THENCE S 06° 18' 15" E A DISTANCE OF 131.83 FEET;THENCE S 80° 45' 06" W A DISTANCE OF 84.01 FEET; THENCE S 60° 41' 17" W A DISTANCE OF 144.39 FEET; THENCE S 38° 23' 03" W A DISTANCE OF 57.72 FEET; THENCE S 63° 19' 20" W A DISTANCE OF 191.05 FEET; THENCE N 75° 58' 28" W A DISTANCE OF 23.53 FEET; THENCE N 70° 19' 00" W A DISTANCE OF 207.83 FEET; THENCE N 01° 36' 52" E A DISTANCE OF 250.38 FEET; THENCE N 34° 12' 37" E A DISTANCE OF 141.57 FEET; THENCE N 74° 51' 50" E A DISTANCE OF 180.84 FEET; THENCE N 31° 25' 48" W A DISTANCE OF 125.74 FEET; THENCE N 37° 12' 18" E A DISTANCE OF 53.69 FEET; THENCE N 39° 43' 08" E A DISTANCE OF 165.77 FEET; THENCE N 09° 04' 40" E A DISTANCE OF 220.38 FEET; THENCE N 11° 46' 00" E A DISTANCE OF 50.68 FEET; THENCE S 88° 38' 58" E A DISTANCE OF 33.12 FEET; THENCE N 14° 09' 41" E A DISTANCE OF 48.45 FEET; THENCE N 70° 16' 35" E A DISTANCE OF 30.63 FEET; THENCE N 35° 48' 19" E A DISTANCE OF 51.43 FEET; THENCE N 02° 09' 14" E A DISTANCE OF 90.88 FEET; THENCE N 24° 21' 06" E A DISTANCE OF 169.46 FEET; THENCE S 87° 18' 29" E A DISTANCE OF 320.75 FEET TO THE POINT OF BEGINNING, CONTAINING 30.79 ACRES, MORE OR LESS, AND BEING SUBJECT TO ANY

EASEMENTS OF RECORD OR FACT. PARCEL 3: PART OF THE NORTHEAST QUARTER (NE/4) OF THE NE/4 OF SECTION 34, AND PART OF THE NORTHWEST QUARTER (NW/4) OF THE NW/4 OF SECTION 35, ALL BEING LOCATED IN TOWNSHIP 19 NORTH, RANGE 31 WEST OF THE FIFTH PRINCIPAL MERIDIAN, BENTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A FOUND 5/8” REBAR WITH CAP FOR THE NORTHWEST CORNER OF THE NW/4 OF THE SOUTHWEST QUARTER (SW/4) OF SECTION 26 OF SAID TOWNSHIP 19 NORTH, RANGE 31 WEST; THENCE S 00° 05’ 59” E A DISTANCE OF 2894.36 FEET TO THE POINT OF BEGINNING; THENCE S 04° 34' 01" W A DISTANCE OF 138.87 FEET; THENCE S 05° 13' 07" E A DISTANCE OF 49.71 FEET; THENCE S 18° 25' 12" W A DISTANCE OF 183.93 FEET; THENCE S 13° 12' 59" W A DISTANCE OF 62.71 FEET TO A CURVE TO THE RIGHT; THENCE 243.73 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 325.00 FEET, WITH A CHORD BEARING N 88° 57' 00" W A DISTANCE OF 238.06 FEET; THENCE N 67° 27' 58" W A DISTANCE OF 4.52 FEET; THENCE S 85° 21' 04" W A DISTANCE OF 56.39 FEET; THENCE N 66° 23' 45" W A DISTANCE OF 217.70 FEET; THENCE N 41° 29' 58" E A DISTANCE OF 318.28 FEET; THENCE N 03° 26' 39" E A DISTANCE OF 89.72 FEET; THENCE S 83° 29' 25" E A DISTANCE OF 178.92 FEET; THENCE N 51° 10' 31" E A DISTANCE OF 71.13 FEET; THENCE S 82° 11' 48" E A DISTANCE OF 128.60 FEET TO THE POINT OF BEGINNING, CONTAINING 4.10 ACRES, MORE OR LESS, AND BEING SUBJECT TO ANY EASEMENTS OF RECORD OR FACT. PARCEL 4: PART OF THE NORTHEAST QUARTER (NE/4) OF THE NE/4 OF SECTION 34, AND PART OF THE NORTHWEST QUARTER (NW/4) OF THE NW/4 OF SECTION 35, ALL BEING LOCATED IN TOWNSHIP 19 NORTH, RANGE 31 WEST OF THE FIFTH PRINCIPAL MERIDIAN, BENTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A FOUND 5/8” REBAR WITH CAP FOR THE NORTHWEST CORNER OF THE NW/4 OF THE SOUTHWEST QUARTER (SW/4) OF SECTION 26 OF SAID TOWNSHIP 19 NORTH, RANGE 31 WEST; THENCE S 00° 05’ 28” E A DISTANCE OF 3433.40 FEET TO THE POINT OF BEGINNING; THENCE N 68° 12' 37" E A DISTANCE OF 144.88 FEET; THENCE S 86° 48' 10" E A DISTANCE OF 315.99 FEET; THENCE S 64° 31' 15" E A DISTANCE OF 348.15 FEET; THENCE N 35° 32' 32" E A DISTANCE OF 155.86 FEET; THENCE S 67° 28' 31" E A DISTANCE OF 171.54 FEET; THENCE S 02° 54' 31" W A DISTANCE OF 418.91 FEET; THENCE S 88° 27' 22" W A DISTANCE OF 458.06 FEET; THENCE N 60° 11' 13" W A

DISTANCE OF 152.62 FEET; THENCE N 67° 24' 43" W A DISTANCE OF 251.25 FEET; THENCE N 81° 02' 06" W A DISTANCE OF 90.46 FEET; THENCE S 87° 12' 13" W A DISTANCE OF 105.99 FEET; THENCE N 78° 40' 25" W A DISTANCE OF 128.51 FEET; THENCE S 21° 02' 56" W A DISTANCE OF 66.90 FEET; THENCE S 78° 01' 47" E A DISTANCE OF 183.54 FEET; THENCE N 87° 19' 04" E A DISTANCE OF 78.32 FEET; THENCE S 79° 59' 52" E A DISTANCE OF 94.95 FEET; THENCE S 59° 04' 20" E A DISTANCE OF 136.53 FEET; THENCE S 02° 56' 12" W A DISTANCE OF 31.27 FEET; THENCE N 82° 47' 59" W A DISTANCE OF 476.26 FEET TO A CURVE TO THE RIGHT; THENCE 93.86 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 50.00 FEET, WITH A CHORD BEARING S 80° 26' 27" W A DISTANCE OF 80.67 FEET; THENCE S 50° 25' 05" W A DISTANCE OF 20.08 FEET; THENCE N 82° 31' 21" W A DISTANCE OF 299.33 FEET; THENCE S 73° 04' 08" W A DISTANCE OF 111.16 FEET; THENCE N 87° 56' 14" W A DISTANCE OF 367.51 FEET; THENCE N 01° 40' 03" W A DISTANCE OF 41.32 FEET; THENCE N 59° 45' 12" E A DISTANCE OF 153.27 FEET; THENCE N 65° 08' 56" E A DISTANCE OF 14.10 FEET; THENCE N 07° 31' 29" E A DISTANCE OF 53.44 FEET; THENCE N 06° 56' 44" W A DISTANCE OF 113.18 FEET; THENCE N 70° 03' 05" E A DISTANCE OF 171.19 FEET; THENCE S 85° 20' 26" E A DISTANCE OF 212.65 FEET; THENCE S 53° 25' 04" E A DISTANCE OF 41.54 FEET; THENCE S 69° 43' 04" E A DISTANCE OF 51.80 FEET TO A CURVE TO THE LEFT; THENCE 84.48 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 385.16 FEET, WITH A CHORD BEARING N 27° 59' 08" E A DISTANCE OF 84.32 FEET; THENCE N 22° 53' 03" E A DISTANCE OF 50.34 FEET; THENCE S 73° 45' 16" E A DISTANCE OF 178.27 FEET; THENCE S 77° 54' 55" E A DISTANCE OF 18.14 FEET; THENCE S 82° 04' 33" E A DISTANCE OF 193.04 FEET; THENCE N 07° 55' 27" E A DISTANCE OF 110.40 FEET TO THE POINT OF BEGINNING, CONTAINING 17.28 ACRES, MORE OR LESS, AND BEING SUBJECT TO ANY EASEMENTS OF RECORD OR FACT;

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held June 15, 2025 in the Council Chambers of the City of Bentonville;

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

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

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

Section 1: That the above described real property is hereby changed from its present zoning classification of A-1, AGRICULTURAL to R-1, LOW DENSITY SINGLE FAMILY 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