Committee of the Whole
and
City Council
Meeting Agenda
August 11, 2025
August 12, 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 made virtually by registering for the Council meeting at the Zoom link listed below. This requires you to register with your name, address, phone number and email address. The pre-existing limitations (3 minutes) and procedures concerning oral public comments will still apply.

*If you would like to attend the Committee of the Whole Meeting virtually, please register at the following link by 4:00 p.m. on August 11, 2025: Registration Link.

*If you would like to attend the City Council Meeting virtually, please register at the following link by 4:00 p.m. on August 12, 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 22, 2025

I. Committee of the Whole - Monday Night Only Items

1. **Bentonville Municipal Airport Economic Impact Study Presentation** — **Informational**

   Presentation of the Bentonville Municipal Airport's Economic Impact Study.

2. **Act 505 Discussion** **Informational**

Informational discussion on changes in the law pursuant to Act 505 which went into effect August 5, 2025.

3. **Future Land Use Map Study Area Reports** **Informational**

Presentation of findings from three areas identified for further analysis as part of City Council's approval of the Future Land Use Map.

4. **Water Resource Recovery Facility Expansion Project Update** **Informational**

Update on the Water Resource Recovery Facility expansion and discussion around closing the loan for the additional funding.

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

1. **"Months of Summer Meals" Proclamation** **Proclamation**

Proclamation declaring the Summer of 2025 as the "Months of Summer Meals" in the City of Bentonville, Arkansas.

2. **Ozark Regional Transit Informational Presentation** **Informational**

Update from Ozark Regional Transit to Council.

3. **Public Art Complaint Resolution** **Informational**

City Council final determination on public art piece All Biker(s) Welcome. No budget adjustment is needed.

4. **Resolution Awarding RFP-25-39 to Legends Air Center for Westside Hangar Development** **Resolution ***

Resolution awarding RFP-25-39 to Legends Air Center for Westside hangar development at the Bentonville Municipal Airport. No budget adjustment is needed.

5. **Resolution Awarding RFP-25-40 to Anchor Roofing for Eastside Hangar Development** **Resolution ***

A Resolution awarding RFP-25-40 to Anchor Roofing for Eastside Hangar Development at the Bentonville Municipal Airport. No budget adjustment is needed.

6. **Resolution to Enter into an Agreement with Start 2 Finish, LLC** **Resolution ***

A Resolution authorizing the Mayor and City Clerk to enter into an agreement with Start 2 Finish, LLC for timing services to be performed for the Run Bentonville Race Series as well as the Run Bentonville Half Marathon in 2026. No budget adjustment is needed.

7. **Resolution Authorizing the Mayor and City Clerk to Accept a Donation from Walmart Inc.** **Resolution ***

Resolution authorizing the Mayor and City Clerk to accept a donation from Walmart Inc., in the amount of $250,000.00, for the Bentonville E-Bike Rebate Program. A budget adjustment is needed to recognize funds.

8. **Resolution Setting a Public Hearing for a Utility Easement Vacation (VAC25-0024)** **Resolution ***

Resolution to set a Public Hearing for August 26, 2025 for a Utility Easement Vacation located at Lot 14 of Kensington Subdivision Phase 1 (VAC25-0024).

9. **Resolution Setting a Public Hearing to Vacate a Street Right of Way (VAC25-0025)** — **Resolution ***

Resolution to set a Public Hearing for August 26, 2025 to vacate a Street Right of Way located at parcel 01-00747-000, 803 SE J Street of the Walmart Campus (VAC25-0025).

10. **Resolution Approving Change Order #1 to ARDOT 090613 - Hwy 12/279 Intersection Improvements** — **Resolution ***

ARDOT 090613 - Hwy 12/279 Intersection Improvements A Resolution approving change order #1 to Garver's Professional Service Agreement. A budget adjustment is needed.

III. Utility Board

1. **Resolution Authorizing a Water Utilities Overarching Capital Improvement Plan (CIP)** — **Resolution ***

A resolution authorizing the Mayor and City Clerk to enter into a professional services agreement with Freese & Nichols, Inc, in the amount of $487,496.00, to generate, coordinate, and update an Overarching Comprehensive Water Utilities Capital Improvement Plan. Utility Board approved 5-0. No budget adjustment is needed.

2. **Resolution for Emergency Connection with Benton Washington Regional Public Water** — **Resolution ***

Resolution to enter into agreement with Benton Washington Regional Public Water Authority for two 24" emergency connections as payment for a Permanent Waterline (2.52ac) & Temporary Construction (4.81ac) easement through Slaughter Pen Park for the construction of a 54" Transmission line. Utility Board approved 5-0. No budget adjustment is needed.

IV. Planning

1. **Property Line Adjustment - Lots 5 & 6 of Peach Orchard Addition - 305 Peach Orchard Road (PLA25-0017)** — **Ordinance***

The Planning Commission voted 6-0, recommending approval.

An Ordinance Accepting A Property Line Adjustment Of Lots 3 And 4 Of Peach Orchard Addition Creating New Lots 5 And 6 Of Peach Orchard Addition To The City Of Bentonville, Arkansas; And For Other Purposes.

2. **Lot Split - Lots 39, 40, & 41 of Clark's Addition - 214 & 216 Southwest Glover Street (LS25-0027)** — **Ordinance***

The Planning Commission voted 6-0, recommending approval.

An Ordinance Accepting A Lot Split Of Lots 10 And 36 Of Clark’s Addition Creating New Lots 39, 40, And 41 Of Clark’s Addition To The City Of Bentonville, Arkansas; And For Other Purposes.

3. **Property Line Adjustment - Lots 14, 15 & 16 of Fairfield Addition - 801 SE G ST (PLA25-0015)** — **Ordinance***

The Planning Commission voted 6-0, recommending approval.

An Ordinance Accepting A Property Line Adjustment Of Lots 14, 15, And 16, Block 4 Of Fairfield Addition Creating New Lot 29, Block 4 Of Fairfield Addition To The City Of Bentonville, Arkansas; And For Other Purposes.

4. **Property Line Adjustment - Lot 27, Block 23 of Deming's 2nd Addition - 809 Northeast A Street (PLA25-0019)** **Ordinance***

The Planning Commission voted 6-0, recommending approval.

An Ordinance Accepting A Property Line Adjustment Of Lot 10 And The South 25 Feet Of Lot 9, Block 23 Of Demming's 2nd Addition Creating New Lot 27, Block 23 Of Demming's 2nd Addition To The City Of Bentonville, Arkansas; And For Other Purposes.

5. **Lot Split - Lots 15 and 16, Block 2 of Sunset Addition - 909 Northwest 9th Street (LS25-0014)** **Ordinance***

The Planning Commission voted 7-0, recommending approval. (June 3, 2025 PC)

An Ordinance Accepting A Lot Split Of Lots 14, Block 2 Of Sunset Addition Creating New Lots 15 And 16, Block 2 Of Sunset Addition To The City Of Bentonville, Arkansas; And For Other Purposes.

V. November 11, 2025, City Council Meeting Discussion

VI. 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:	8/11/2025	**Submitted By:**	Mark Slaughter
Phone:	479-254-2084	**For Department(s):**	Airport (Transportation)
Email:	mslaughter@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:	Bentonville Municipal Airport Economic Impact Study Presentation
Action Recommendation & Justification:	Presentation of the Bentonville Municipal Airport's Economic Impact Study.
Additional Comments for Consideration (Optional):	The previous Airport Manager commissioned North Carolina State University to conduct an economic impact study which was paid for with a private grant. The study is complete and part of the process is a live debrief of the information. A representative will be here to present their findings and will also be able to answer any questions. A copy of the study is included.
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):



The Economic Contribution of Bentonville Municipal Airport (Thaden Field)

March 2025

ITRE
Institute for Transportation Research and Education

CONTENTS

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CONTRIBUTORS

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Introduction

AIRPORT CONTEXT

Named the "Coolest Airport in the County" by *Flying Magazine*, Bentonville Municipal Airport has become a destination all on its own. Nested within 80 nautical miles of more than 60 airstrips, VBT has become famous for attracting aircraft owners to some of the most scenic back-country destinations the nation has to offer. While the airport's access to the great outdoors has earned it national recognition, it's the role in the business community, has solidified its importance in Northwest Arkansas.

The Bentonville Municipal Airport (VBT) plays a vital role in supporting the economic growth and development of Bentonville, Arkansas, and the surrounding region. The airport attracts corporate executives and entrepreneurs to the headquarters of Walmart, Tyson's Foods, and other major companies in Northwest Arkansas. It also enhances connectivity for local businesses, enabling efficient logistics and regional commerce.

VBT also supports the area's growing tourism industry. The city's cultural landmarks, such as the Crystal Bridges Museum of American Art, make it a premier destination for travelers. The museum not only enhances the region's cultural landscape but draws visitors from around the world, contributing to both economic growth and global recognition. The airport serves as a vital gateway for outdoor recreation enthusiasts, providing access to the "Mountain Biking Capital of the World." Bentonville draws athletes and adventure seekers from across the globe to experience its extensive network of trails and outdoor activities.

The airport also plays a critical role in supporting emergency response and medical service for Bentonville and the surrounding region. Its accessibility and strategic location make it an essential resource for air ambulance services, enabling the rapid transport of patients to specialized medical facilities, such as Mercy Health, and the delivery of life-saving supplies and equipment. The airport serves as a vital hub for coordinating relief efforts, facilitating the quick deployment of emergency personnel, and providing a staging ground for rescue operations.



Methodology & Assumptions

This economic contribution study evaluates the VBT's role in the regional economy by measuring its effect on jobs, income, business revenues, and tax generation. Estimating the economic contribution of an airport requires integrating multiple data sources to measure how airport activity contributes to the region's economy. For this study, there are two primary sources of economic impact with associated data, methods, and assumptions that are used to model economic contribution. These sources of economic impact fall under "On-Airport" impacts and "Off-Airport" impacts.

ON-AIRPORT IMPACTS

Airports serve as economic hubs, facilitating a wide range of economic activities. Each airport context is unique; however, the economic activity occurring on the airport grounds may include airport operations and management, concessions, retail, and hospitality services, logistics and cargo handling, government & public services, real estate & business parks, tourism & business travel support, and other services.

For this study an airport manager survey was distributed to the Bentonville Municipal Airport. The primary purpose of this survey was to document the operations expenditures occurring at VBT during calendar year 2024. This information was used in conjunction airport improvement program (AIP) funds awarded by the Federal Aviation Administration (FAA). FAA AIP funds were used to estimate the impacts of VBT's capital expenditures on the region's economy.

Additionally, a business survey was distributed to VBT major airport users and tenants. The survey identified the number of workers, annual business sales, or expansions occurring in calendar year 2024 that were directly attributable to the existence of VBT. Business survey data were used as key inputs into the economic model used to derive the direct, indirect, and induced economic activity facilitated by VBT's major users and tenants.

OFF-AIRPORT IMPACTS

Bentonville Municipal Airport also plays a crucial role in facilitating tourist spending in Northwest Arkansas by serving as a gateway for visitors traveling to the region. VBT supports the arrival of tourists who contribute significantly to the local economy through hotel stays, dining, shopping, and entertainment. With its proximity to major attractions such as Crystal Bridges Museum of American Art, The Momentary, world-class mountain biking trails, and the Walmart Headquarters, among other destinations, the airport enables seamless access for high-value travelers, outdoor enthusiasts, and corporate visitors. Additionally, VBT's support for private and charter aviation enhances the accessibility of Northwest Arkansas for affluent tourists and business executives, driving economic growth in the region's hospitality, retail, and tourism sectors.

For this study, Placer.ai was used to help estimate visitor impacts on Arkansas's economy (this includes incoming leisure and business travel; see Figure 1 on page 5 for airport traveler designations). Placer.ai is a location analytics platform that provides insights into visitor patterns, consumer behavior, and market trends using anonymized mobile location data. Placer.ai is used to understand how people move through physical spaces, including cities, airports, and retail destinations. Placer.ai helps its users gain real-time, data-driven estimates of visitors at specific locations. For this analysis, Placer.ai was used to obtain the business locations people visited before and after flying into VBT. As an important note, only visits within the state of Arkansas were counted for this analysis. These airport-facilitated-visits were compared to the total annual visits at business locations to get the proportion of airport-facilitated visits.

This information was then paired with annual sales information within the Data Axle database to estimate the annual expenditures coming from airport-facilitated visits. Data Axle is a leading provider of business and consumer data, marketing solutions, and analytics. It offers comprehensive databases that provide annual business sales for each business within their database. The proportion of airport-facilitated visits to a business location is then multiplied by the annual sales volume for that location to get the estimated business sales attributed to the existence of VBT. This process is repeated for every business identified through Placer.ai. These sales become a key input into the economic model to estimate the impact of VBT-facilitated visitor-spending.

Airports also serve as vital economic connectors by providing market access for business travelers to destinations beyond their home region. By offering direct and connecting flights to key business hubs, airports enable companies to expand their reach, forge new partnerships, and tap into national and global markets. Efficient air travel allows professionals to attend meetings, negotiate

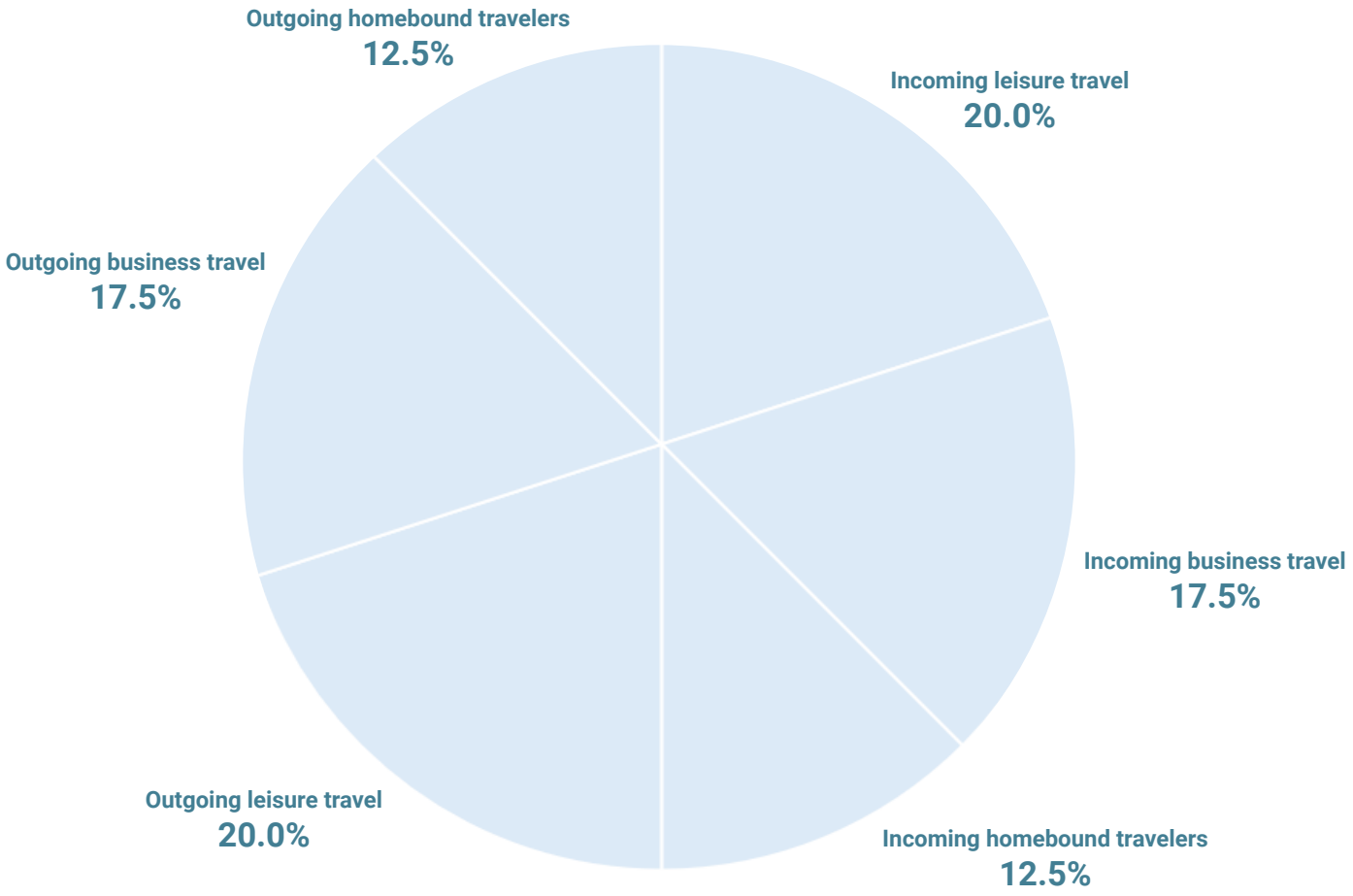


Figure 1. VBT Traveler Composition Assumptions

deals, and oversee operations in distant locations, fostering economic growth and industry collaboration for their home region. According to an IHS Global Insight Study, sponsored by the National Business Travel Association (IHS Global Insight, 2009), travel can generate a return on investment with opportunities ranging as high as 50-to-1. However, typical examples cited in the study ranged from 14.3-to-1 for the trade and transportation sector and 12.4-to-1 for the manufacturing sector. For this study, a more conservative estimate of market access for business travelers was used. An ROI value of 3-to-1 was determined appropriate across all sectors. This assumes that every dollar spent on aviation business travel from VBT, generated $3.00 in sales revenue for the business sponsoring that travel.

For this analysis, it was estimated that 17.5 percent of flights at Bentonville Municipal Airport consist of outgoing business travel. The number of annual outbound business travelers were estimated using the Federal Aviation Administration's 5010 data for the year 2023. Out of a total of 11,200 commercial, commuter, air taxi, and general aviation itinerant operations, approximately 1,960 flights were estimated to consist of outgoing business travel (17.5 percent).

It was also estimated that 25 percent of outbound business travelers stayed 3 nights with an average expenditure of $1,230 per trip and 75 percent of business travelers stayed 1 night with an average expenditure of $223 per trip (these expenses include lodging, food/beverage/dining, gasoline and other transport, and other retail/shopping). Additionally, chartered flight services at general aviation airports range from $300 to $3,500 per hour depending on the aircraft and flight range. An average cost of $400 per round trip flight was used for this analysis.

TYPES OF TRAVEL FACILITATED BY VBT

As demonstrated in Figure 1, the share of an airport's traffic is typically divided into six categories: incoming leisure, incoming business, incoming homebound, outgoing leisure, outgoing business, and outgoing homebound. These categories can be used to gauge economic activity generated by these varying types of airport travel.

Incoming leisure travel consists of tourists arriving for vacations, events, or sightseeing. This type of travel typically consists of 20-40 percent of all travel facilitated by an airport, with higher percentages at airports serving major tourist destinations, such as Orlando or Las Vegas. For this study a value of 20 percent was estimated to be most appropriate for the share of VBT incoming leisure travelers.

Incoming business travel consists of professionals attending meetings, conferences, or corporate events. This type of travel typically consists of 15-30 percent of all travel facilitated by airports, while business travel is higher at airports near business hubs (e.g., New York, Chicago, San Francisco). For this study a value of 17.5 percent was estimated to be most appropriate for the share of VBT incoming business travelers.

Incoming homebound travelers include residents returning from trips and typically consist of 10-25 percent of all travel facilitated by airports. For this study a value of 12.5 percent was estimated to be most appropriate for the share of VBT incoming homebound travelers.

Outgoing Leisure Travelers include local residents departing for vacations or personal trips. For this study a value of 20 percent was estimated to be most appropriate for the share of VBT outgoing leisure travelers.

Outgoing Business Travelers include local professionals flying out for work-related purposes. This type of travel typically consists of 15-30 percent of all travel facilitated by airports. For this study a value of 17.5 percent was estimated to be most appropriate for the share of outgoing business travelers.

Outgoing homebound travelers include visitors returning to their homes after staying in Arkansas and typically consist of 10-25 percent of all travel facilitated by airports. For this study a value of 12.5 percent was estimated to be most appropriate for the share of VBT outgoing homebound travelers.

DERIVING ECONOMIC CONTRIBUTION USING AN INPUT-OUTPUT MODEL

An input-output model calculates economic contribution by analyzing how spending in one sector ripples through the economy, creating additional business activity, jobs, and income. It tracks the flow of goods, services, and wages between industries to measure direct, indirect, and induced impacts, providing a comprehensive picture of how an entity—like an airport—boosts regional economic growth.

For this analysis, IMPLAN (IMpact Analysis for PLANning) was used. IMPLAN is a widely used and highly respected input-output model that provides detailed economic impact analysis across industries and regions. Trusted by economists, policymakers, and businesses, IMPLAN delivers precise insights into how spending circulates through an economy—measuring direct, indirect, and induced effects.

The economic contribution of VBT was modeled using IMPLAN's 2024 dollar year and 2023 data year. Data used for the economic analysis was from calendar year 2024.

DIRECT, INDIRECT, AND INDUCED EFFECTS

In an aviation economic contribution study, the direct, indirect, and induced impacts represent the full ripple effect an airport or aviation-related activity has on the economy:

Direct Impact. This includes the immediate economic activity generated by airport operations, airlines, aviation businesses, and on-site services. Examples include jobs for pilots, air traffic controllers, maintenance crews, and airport staff, as well as revenue from ticket sales, hangar rentals, and fuel purchases.

Indirect Impact. These are the economic effects on suppliers and businesses that support airport operations. This includes companies that provide aircraft parts, fuel, catering, security services, and construction work for airport infrastructure.

Induced Impact. This captures the broader economic effects resulting from employees spending their wages in the local economy. For example, airport and tenant workers spend their salaries on housing, groceries, restaurants, and entertainment, which in turn supports additional jobs and business growth in the community.

Together, these impacts provide a comprehensive view of how aviation fuels economic growth, creating jobs, generating revenue, and enhancing regional prosperity.

Economic Contribution

FINDINGS

Bentonville Municipal Airport is an economic engine for Northwest Arkansas, driving growth through capital and operations expenditures, business market access, visitor travel, and vital services for airport users and tenants. Investments in airport infrastructure and daily operations support local jobs and business activity, while its role as a key gateway enhances connectivity for business travelers and tourists alike. By supporting companies, aviation enthusiasts, and commercial tenants, the airport strengthens regional commerce, attracts investment, and boosts tourism—making it a valuable asset for Northwest Arkansas' economy.

Bentonville Municipal Airport contributes the following to Arkansas' economy --



245
jobs



$79.3M
in economic output



$19.9M
in employee earnings



$2.0M
in tax revenues

Table 1. The Economic Contribution of Bentonville Municipal Airport (Thaden Field) in $2024

Impact	Employment	Labor Income	Output	Local & State Tax Revenue
Direct	140	$14,200,000	$58,900,000	$900,000
Indirect	35	$2,300,000	$8,500,000	$300,000
Induced	70	$3,400,000	$11,900,000	$800,000
Total	**245**	**$19,900,000**	**$79,300,000**	**$2,000,000**

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	8/11/2025	**Submitted By:**	Mayor Orman/Legal
Phone:		**For Department(s):**	City Council
Email:	sorman@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Act 505 Discussion
Action Recommendation & Justification:	Informational discussion on changes in the law pursuant to Act 505 which went into effect August 5, 2025.
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):

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	8/11/2025	**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:	Future Land Use Map Study Area Reports
Action Recommendation & Justification:	Presentation of findings from three areas identified for further analysis as part of City Council's approval of the Future Land Use Map.
Additional Comments for Consideration (Optional):	Attached are the reports for each study area: (1) NE J Street, (2) Downtown, and (3) South Bentonville.
Amount for Approval:	$

Budget Impact

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

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

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

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

Budget Impact Notes for Consideration (Optional):

MEMO

To: Mayor Stephanie Orman and Bentonville City Council
From: Shelli Kerr, AICP, Comprehensive Planning Manager
CC date: August 11, 2025
RE: NORTH NE J STREET - Future Land Use Map Focused Study Area

Background

Bentonville's official Future Land Use Map was adopted in February 2025. As part of its approval, City Council requested an additional review of three focus areas set forth in Res. No. 2-11-25 M, Exhibit D FLUM Study Areas. This staff report is to provide a summary of the findings for the North NE J Street study area.

Analysis

Property owner intentions. Staff met with the largest property owner in the study area, who indicated there are no immediate plans for development. The property owner has requested that the existing "Other Rural and Estate" place type designation remain unchanged.

J St Interchange. The future of the J Street interchange remains uncertain. Although the project is included in the State Transportation Improvement Plan (STIP) with a tentative start this fall, there is no indication that right-of-way acquisition has begun. If initiated, the project is still likely five to ten years from completion.

Sewer Capacity. Sewer capacity in the area remains a constraint for future development and may significantly increase development costs.

Impact on other Plans. The Water and Sewer Departments have based their infrastructure projections on the current place type designations. Any changes to the Future Land Use Plan would need to be carefully balanced, as they could substantially affect those projections unless offset by reductions elsewhere.

Outside of city limits. Most of the study area is beyond city limits, within the county. Recent changes to state legislation have removed the city's regulatory authority in these unincorporated areas. And, unless the city is able to provide services to these areas, there is no reasonable benefit for them to annex into the city.

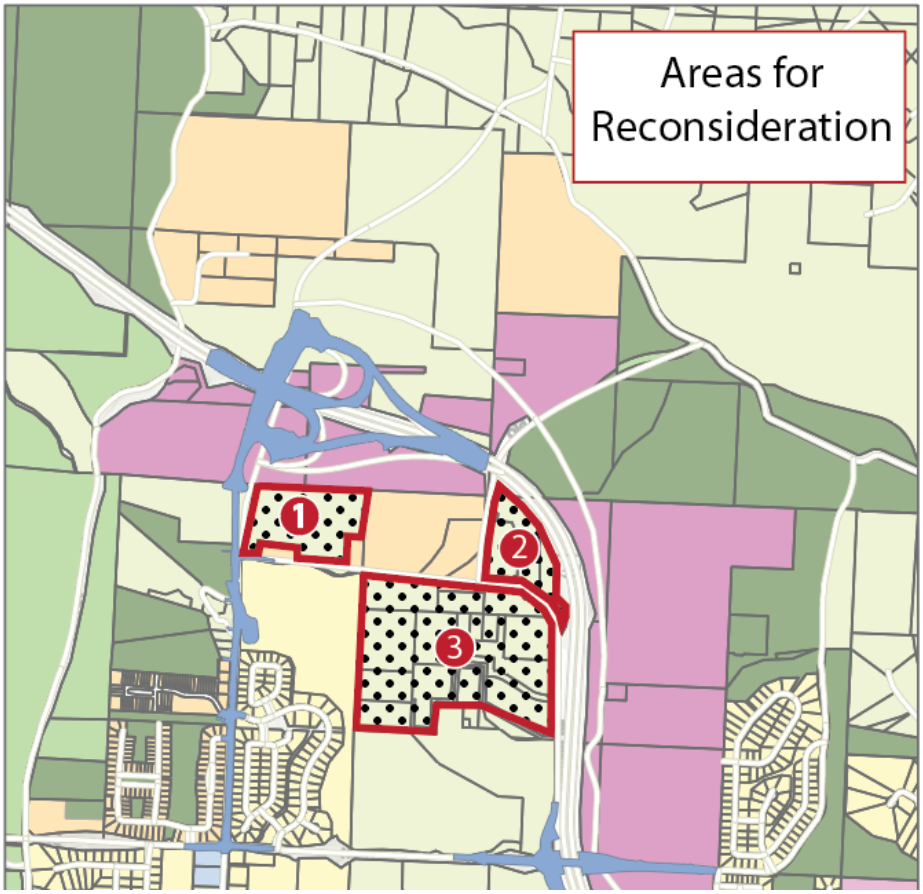
Conclusion. Given the current conditions and constraints, immediate development in the study area is not anticipated. The largest property owner has no plans for near-term development, sewer capacity remains a concern, the future of the J Street interchange project is unclear, and the city has limited ability to influence or support development in these unincorporated areas.

Recommendations

Staff recommend the following action.

1. **Retain the Place Type North of I-49**. At the property owner's request, make no changes to the Place Types north of I-49. If there is interest in developing the area in the future, it should be evaluated as part of the annual review of the Future Land Use Map (FLUM). This is not a regulatory action.

2. **Adjust Place Types south of I-49.** Reclassifying the areas south of I-49 (identified as Areas 1, 2 3 below) from Rural to Walkable Corridor to increase opportunity for commercial, sale tax generating development. This is not a regulatory action but is a change in policy.

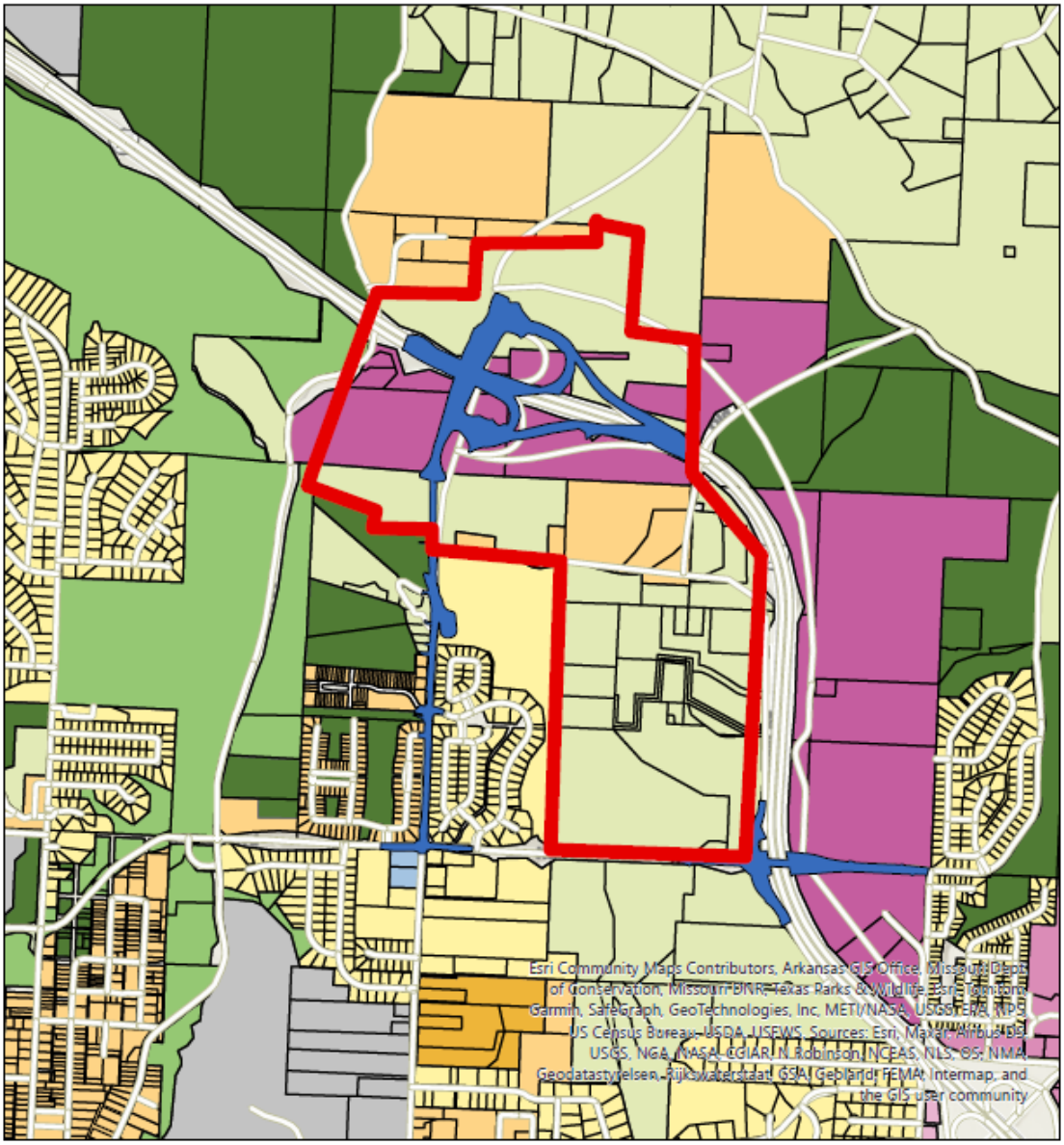


Request

Staff request that City Council make a decision on whether to move forward with the recommendations.

Study Details

J Street Interchange Study Area



- Center City
- Center Neighborhood
- Center Regional
- Corridor Suburban
- Corridor Urban
- Corridor Walkable
- Neighborhood Suburban
- Neighborhood Traditional
- Neighborhood Urban
- Neighborhood Walkable
- Other Civic and Institutional
- Other Industry and Technology
- Other Rural and Estates

North NE J Street Study Area – Study Approach

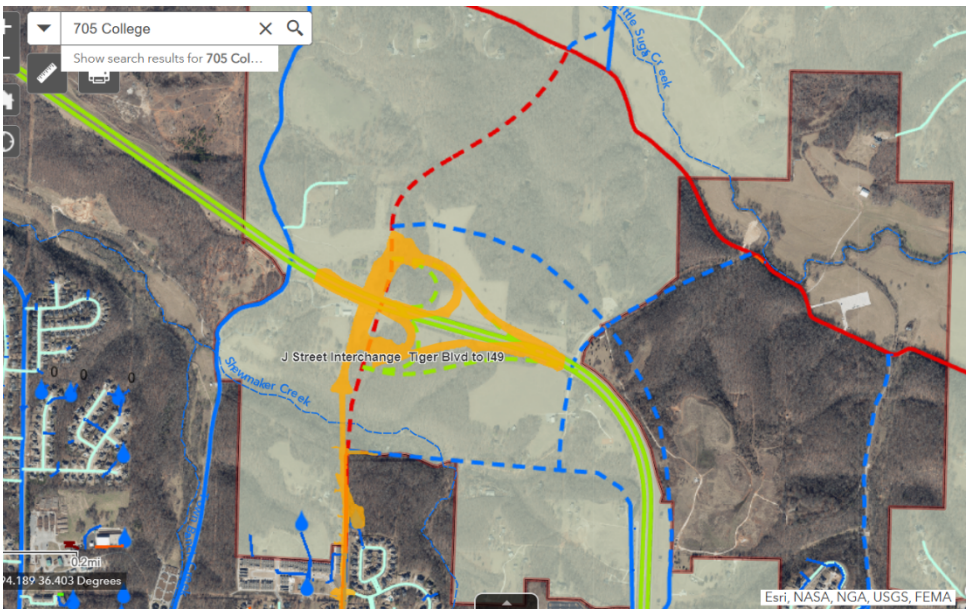
1. Refine study area and analyze existing conditions.
2. Met with Utilities and Transportation about future capacity.
3. Met with property owner of largest parcels in the area.

North NE J Street Study Area – Area Description

The study area was refined from what was provided on the resolution to extend further south of the proposed NE J St interchange. Study area map provided on next page.

- *Existing Conditions:* This area is predominantly undeveloped land, with most of the study area outside of city limits with a few primary property owners.
- *Future Land Use Map:* The area consists of a mix of Agriculture and Urban Corridor place types.
- *Topography*: Hilly
- *Electric:* Portion up against I49 is within the electric boundary – no current service.
- *Water:* Within the Water Service boundary which is larger than the electric boundary.
- *Sewer:* Shewmaker stormwater basin.
- *Master Street Plan:* Extension of J St as Arterial with a southern collector on north side heading south.
- *Zoning:* None. Property is in the county.
- *Development Activity:* Little activity with the exception of a few lot splits.
- *Floodplain:* Immediate area of interchange is not in the floodplain. Small areas in floodplain further north and south of the interchange.

Master Street Plan / City Limits



Shaded areas are outside city limits.

Floodplain



Topography



MEMO

To: Mayor Stephanie Orman and Bentonville City Council
From: Shelli Kerr, AICP, Comprehensive Planning Manager
CC date: August 11, 2025
RE: DOWNTOWN - Future Land Use Map Focused Study Area

Background

Bentonville's official Future Land Use Map was adopted in February 2025. As part of its approval, City Council requested an additional review of three focus areas set forth in Res. No. 2-11-25 M, Exhibit D FLUM Study Areas. This staff report is to provide a summary of findings for the Downtown Square study area.

Analysis

Existing Zoning. The downtown area was rezoned to Downtown Core on November 10, 2009, through Ordinance No. 2009-111 (see Attachment D). This ordinance created the Downtown Core and Downtown Edge zoning districts and applied these designations to properties within the downtown area. As a result, these properties currently hold development entitlements under existing zoning. Any new regulations should be carefully considered to avoid substantial changes that would diminish the allowed use or value of these properties, as such actions could constitute a regulatory taking, potentially exposing the city to claims for monetary compensation.

Existing design standards. Design standards already exist for the Downtown Core (DC) and Downtown Edge (DE) zoning districts, which emphasize appropriate architectural character, especially at the street level. Click here to view these regulations.

Future Land Use Map. Downtown is designated as City Center in the Future Land Use Map and was intentionally crafted to reflect and retain the unique qualities of downtown.

Proposed design standards. The proposed Bentonville Development Code will build on the foundation of the existing design standards, continuing to regulate building height, design, scale and adding height transitions in a manner consistent with downtown's existing fabric.

Character is the Priority. The community has expressed their priority for the preservation of downtown's historic character (see full summary in Attachment A).

Constraints with historic preservation ordinances. While historic preservation ordinances offer another tool for protecting downtown's character, they often come with regulatory challenges. Such regulations can impose significant constraints and financial burdens on property owners, making broad support difficult to achieve. For this reason, any preservation strategy must be carefully tailored to balance historic protection with flexibility for property owners.

Conclusion. Moving forward, the focus should remain on refining design standards that uphold downtown's character without creating undue hardship, rather than pursuing changes to land use.

Recommendations

NOTE: Any recommended codes or regulations would need to undergo a formal adoption process. Additionally, any newly adopted codes would not apply retroactively to existing developments or projects already approved by Planning Commission prior to adoption. It is also important that new regulations do not cause a reduction in property value or use as allowed by existing zoning rights.

Staff recommend the following actions.

1. **No adjustments to the FLUM.** Because downtown already has a designated Place Type of Center City that reflects the community's vision for the area, no changes to the Future Land Use Map (FLUM) are recommended. This is not a regulatory action.
2. **Guide development with the proposed Downtown Center Overlay District in new UDC.** Include downtown-specific design standards in the new Unified Development Code to ensure that changes to historic buildings—and new construction—preserve and complement the area's historic character. See Appendix C for the standards for the Downtown Center Overlay district in the draft Unified Development Code. This is a regulatory action.
3. **Install Historic Signage.** Install historic markers to recognize significant buildings, events, neighborhoods and districts. The city is currently working on signage for the Third Street Historic Neighborhood, and similar markers are encouraged for the Central Avenue Historic District. This is not a regulatory action.

Options for Consideration

The following options are for City Council consideration.

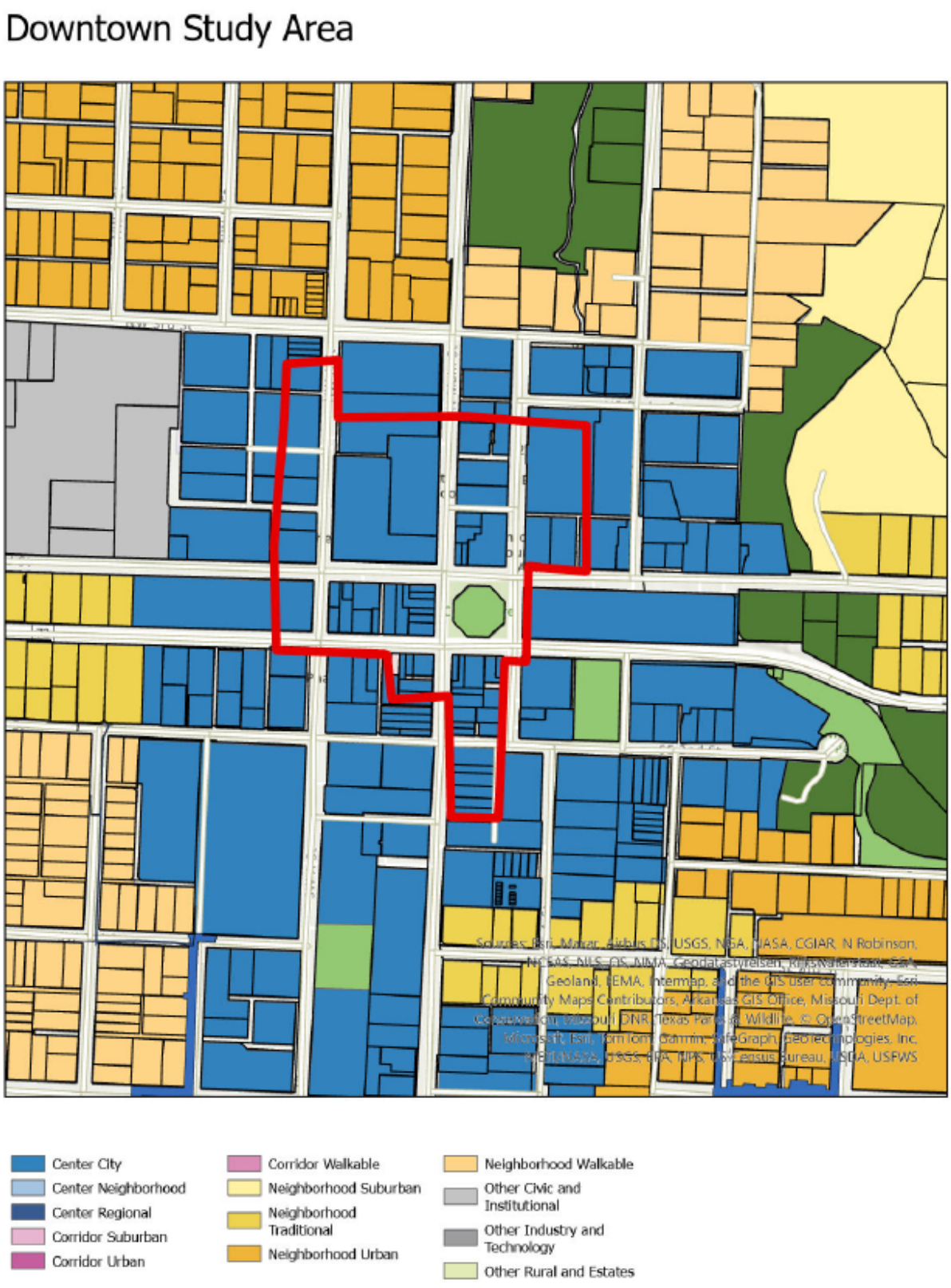
1. **Commercial Historic District.** Nomination of this area as a commercial historic district on the National Register would make property owners eligible for federal and state tax credits for the rehabilitation of qualifying buildings - an incentive that can help offset the costs of property owners that wish to preserve structure. To qualify, the area must have a significant concentration of commercial buildings that are at least 50 years old and retain enough historical integrity to convey their original character. This is not a regulatory action.
2. **Work with property owners to manage heights immediately around the square.** Coordinate with property owners immediately around the square about maintaining three to four story heights to preserve skyline views and maintain appropriate scale. This is not a regulatory action.
3. **Historic Preservation Ordinance.** A Historic Preservation Ordinance is a regulatory approach that could help protect key buildings and facades by enabling detailed regulation of architectural elements—such as materials, colors, and decorative features—particularly during renovations. Adoption would require a study to document the area's defining historic characteristics and determine which features should be preserved. The process typically

involves establishing a Certified Local Government (CLD) ordinances and Design Review Board to oversee proposed changes. Before moving forward, City Council should evaluate staff capacity, community priorities, and impact on property owners of pursuing this approach. Such additional regulations can slow down the development review process and could inhibit redevelopment. The steps for establishing a historic preservation ordinance in Arkansas are provided in Appendix B. This is a regulatory action.

Request

Staff request that City Council make a decision on whether to move forward with the recommendations and provide guidance on pursuing any of the proposed options.

Study Details



Downtown Study Area

Downtown Study Area - Study Approach

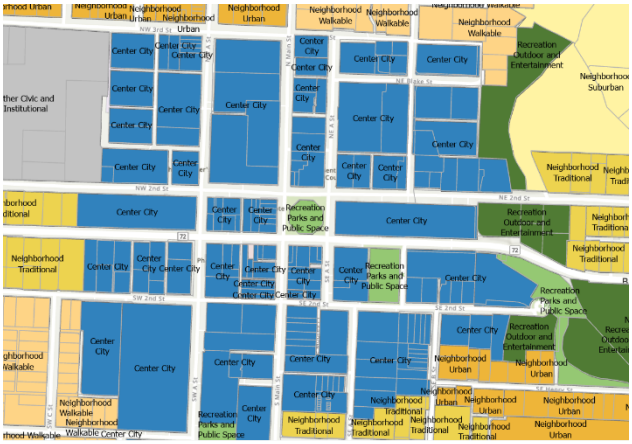
1. Refine study area and analyze existing conditions.
2. Identify community concerns.
3. Analyze community concerns and identify opportunities.

Downtown Study Area – Area Description

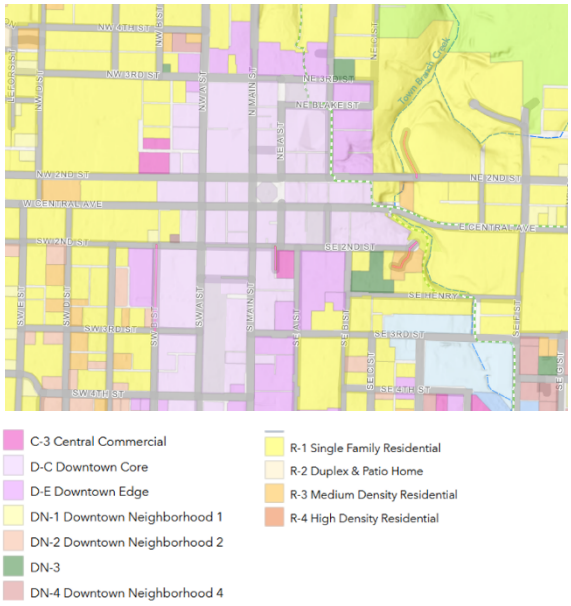
- *Existing Conditions*: A center of the community with a variety of commercial uses, including restaurants, county offices, and some residential.
- *Future Land Use*:

  City Center: City Centers are places like the Downtown Bentonville Square and its surrounding blocks, consisting of jobs, entertainment, convenience retail, daily services, and housing at a variety of scales — from single story shops to office and residential buildings. This combination of types and uses, from sidewalk-lining buildings to civic institutions like churches and city hall, to apartments, condos, and townhomes, makes for the city's most active, compact and walkable space.
- *Topography:* Flat
- *Electric:* Service available.
- *Water:* Service available.
- *Sewer:* Service available.
- *Zoning:* Primarily Downtown Core with some Downtown Edge
- *Floodplain:* At the eastern edge of downtown.

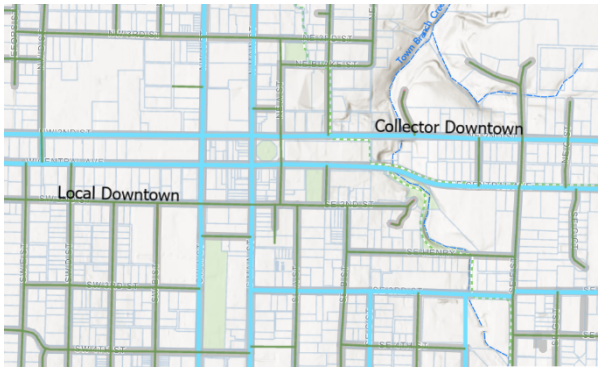
2025 Future Land Use Map



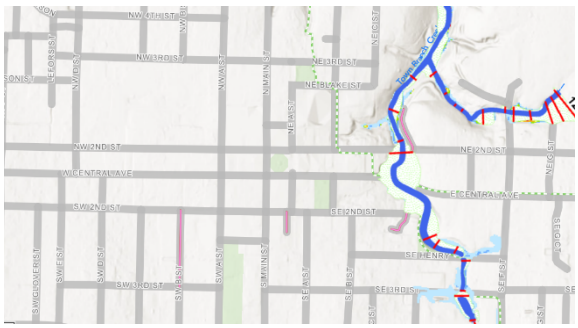
Zoning



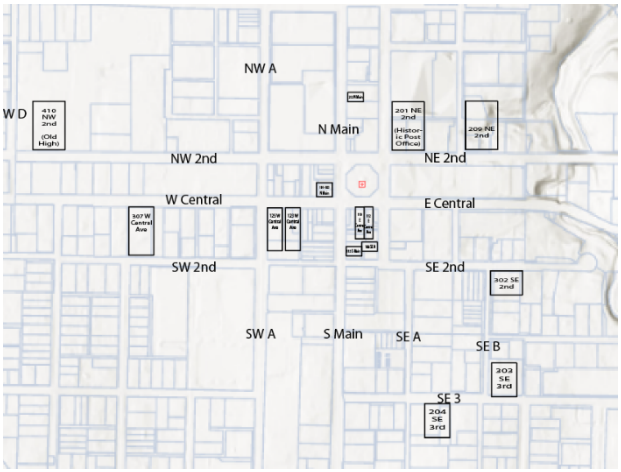
Master Street Plan



Floodplain



Historic Properties



Public Meeting Summary

To better understand what people love, miss, want to preserve, and envision for the future, the city hosted a public meeting on May 28, 2025, at the Bentonville Public Library from 4 – 6pm. Over 50 participants helped us capture authentic community voices and identify priorities for preservation and development.

Downtown Bentonville is at a crossroads. The community wants to honor its past while shaping a future that puts residents first—balancing charm with smart growth, and vibrancy with livability.

What People Love: Downtown Bentonville is beloved for its historic charm, walkability, and community energy. Residents appreciate:

- *Historic architecture* - courthouse, old homes, brick facades
- *Public art, landscaping, and gathering spaces* - fountain, murals, green space)
- *Events and spontaneous culture* - live music, markets, festivals
- *Small-town feel* - local businesses and pedestrian-friendly streets

What People Miss: Residents miss the nostalgia and simplicity of past downtown experiences:

- *Local traditions* - homecoming parades, pickin' on the square, re-enactments
- *Affordable, local businesses* - Station Café, Press Room
- *A strong sense of belonging* — running into neighbors and feeling "at home"
- *Ease of access* — less congestion, better parking, more inclusive affordability

What People Want to Maintain: There is strong support for preserving:

- *Historic buildings and facades* **-** with architectural integrity and better signage
- *A family-friendly, community-oriented environment*
- *Local businesses over national chains*
- *Public art, trees, and charming streetscapes*
- *Walkability, safety, and modest building heights (3–4 stories)*

What People Envision for the Future: Looking forward, residents want Downtown Bentonville to grow intentionally, equitably, and authentically, with a focus on:

- *Affordability and diversity* – housing, dining, and events for all
- *Improved transportation* – trolleys, shuttles, bike trails, sidewalks, parking
- *Distributed community spaces* – expanding vibrancy beyond the square
- *Better civic communication* – kiosks, master plan transparency, more engagement
- *Limits on short-term rentals* **-** to protect neighborhood character
- *Historic preservation ordinances* - to safeguard the area's unique identity

See *Attachment A: Downtown Public Meeting Summary* for full details.

Opportunities for Downtown Bentonville

Below is a list of other opportunities based on public feedback.

A. Public Realm & Cultural Experience: Enhance charm, accessibility, and sense of place.

1. Distribute events to satellite areas like the 8th Street District to avoid crowding the square.
2. Create more public restrooms, shaded areas, seating, and affordable eating spaces.
3. Enhance placemaking with murals, interactive public art, and photo-op signage.



B. Mobility & Transportation: Improve ease of movement for all users.

1. Improve sidewalk connectivity in adjacent neighborhoods and alleys.
2. Introduce trolleys, golf carts, or shuttles to reduce vehicle congestion and aid access.
3. Upgrade infrastructure for safety: crosswalks, lighting, bike lanes, and traffic calming.



C. Community Engagement & Communication: Ensure residents remain informed and involved in downtown's evolution.

1. Install digital kiosks or signage downtown to display current events and updates.
2. Launch regular community forums to maintain engagement across different demographics.



ATTACHMENT A
DOWNTOWN PUBLIC MEETING SUMMARY

What People Love

Overall Impression
Downtown Bentonville is the draw of the city. Its mix of historical charm, walkability, arts, greenery, and community energy creates a uniquely engaging environment that feels both local and alive. Residents and visitors alike are drawn to its warmth, authenticity, and ongoing sense of discovery.

Historic & Architectural Charm
Downtown Bentonville's architectural charm and historical significance resonate deeply. From historic facades to iconic landmarks like the courthouse and water tower, the area preserves a sense of nostalgia and heritage that makes it feel timeless and grounded.

Public Spaces & Natural Beauty
Lush greenery, well-maintained landscaping, and accessible parks add to the inviting atmosphere. These natural elements make Downtown not just beautiful, but livable and relaxing.

Community Events & Culture
A steady rhythm of local events and cultural moments creates a lively, community-first spirit. From festivals to spontaneous public games, Downtown feels vibrant and alive.

Art, Design & Visual Appeal
Artistic touches and decorative lighting make the downtown visually dynamic and full of personality. People love the unexpected creativity around every corner—and they want even more photo-worthy spots.

Walkability & Layout:
The downtown layout encourages strolling, exploring, and easy access to food and entertainment. Its pedestrian-friendly design helps build a human-scale experience that feels both accessible and authentic.

Local Business & Food Scene
The thriving mix of small businesses and culinary options showcases Bentonville's local flavor and entrepreneurial spirit, offering something for everyone while supporting the local economy.

Character & Community Feel
People are drawn to the welcoming, small-town vibe paired with a strong sense of community, safety, and manageable scale. The area's charm and energy make it a place where people want to live, raise families, and connect.

What People Love - list of comments

Character & Community Feel

- Feels local
- Safety
- Energy
- Charm / Charming
- Appeal
- Great place to raise a family
- Feel of a small town
- Manageable

Historic & Architectural Charm:

- Architecture, historic façades
- Courthouse
- Historic homes
- History – "this is where it all began"
- Water tower
- No skyscrapers
- Brick sidewalks
- Quaint, nostalgia
- Historic appeal

Art, Design & Visual Appeal

- Public art, murals, lights, surprises
- Christmas tree lights

Public Spaces & Natural Beauty:

- Greenspace & open space
- Landscaping & maintenance
- Flowers/trees
- Compton Gardens
- Dave Peel Park
- Benches around fountain

Community Events & Culture:

- Events, musicians (x3)
- 5x10
- Market
- Library
- Constant surprise and spontaneity (e.g., chess match)

Walkability & Layout

- Layout of the square
- Walkability
- Walkable food – cocktails
- Pedestrian spirit
- Designated space without large infrastructure

Local Business & Food Scene

- Variety of local businesses
- Business
- Food scene
- Variety & opportunity

What People Miss

Overall Insight
These insights reveal key emotional and practical gaps—mainly around lost traditions, accessibility, affordability, and authenticity. Downtown Bentonville's evolution has brought vibrancy, but many long for its roots. What's missing most are the small-town traditions, familiar local faces, accessible businesses, and an authentic community atmosphere that felt truly like "home." The desire isn't necessarily to go backward but to ensure growth doesn't erase what made Bentonville special in the first place.

Traditions & Nostalgia
People miss the local traditions and community events that once gave Downtown Bentonville a distinct small-town, nostalgic character. There's a strong desire to bring back meaningful, historic, and participatory celebrations that evoke a sense of place and belonging.

Sense of Community & Belonging
Residents feel a loss of community intimacy, as commercialization, tourism, and dense development have replaced the "everyone-knows-everyone" vibe. The digital shift and volume of activity have also diluted the personal, grounded feeling of home.

Local Businesses & Experiences
There's nostalgia for unique, affordable local spots that have closed or been replaced. Many miss the variety and character of local businesses that once served a broader range of residents - not just tourists or high-end patrons.

Accessibility & Livability
Concerns about accessibility, mobility, and affordability dominate. Locals miss the ease of navigating and affording downtown - from parking and walking to living and dining. There's a desire for better infrastructure that balances locals' needs with downtown's growing popularity.

Change & Commercialization Concerns
People miss the simpler, less commercial version of downtown. They're wary of overregulation, corporate influence, and the loss of spontaneity or authenticity in events and communications.

What People Miss - list of comments

Traditions & Nostalgia

- Old homecoming parades
- Wooden sleigh for pictures
- Traditional tree for Christmas
- Christmas parade
- Pickin' on the square (x3)
- Sugar Creek days
- Frog jumping races
- Homecoming/fair parade & fair queen contest
- Sunday after church
- Historic type of events
- Re-enactments
- Old high school
- Nostalgia, charm, feels like home

Sense of Community & Belonging

- Running into people you know
- Doesn't feel like home because of all pedestrians
- Are we just creating a town for tourists?
- Neighbor versus Airbnb
- Not a commercial square
- Pop/socio-economic dynamics

Local Businesses & Experiences

- Press Room
- Station Café
- The Station
- Being able to shop different stores
- Working-class dining options
- Affordable eating & shopping (x2)
- Not a commercial square

Accessibility & Livability

- Ability to get around town without a plan
- Accessibility for both housing and transportation
- Parking / No place to park
- Available housing for locals, service workers, elders & affordable
- Sidewalks on both sides
- Drive & not worry about hitting a pedestrian or bicyclist
- Lack of congestion
- Being able to get through town – park, shop, go home
- Promenade could help spread out these activities
- RR spur option / Railroad spur
- Central focal point in the fountain

Change & Commercialization Concerns

- Events not as corporatized
- City used to not approve everything
- Everything is digital
- Too much going on now
- Signs that update event dates

What to Maintain

Overall Insight
This input reveals strong community values around historic preservation, local character, livability, and balanced development. Downtown Bentonville is valued for its authenticity, walkability, and small-town charm—but residents want to ensure it doesn't lose these traits as it grows. Maintenance priorities reflect a desire for:

- Preserving history and identity
- Keeping it livable for residents, not just visitors
- Supporting local businesses and affordable experiences
- Balancing charm with thoughtful development

Historic Preservation & Architectural Integrity
There is a strong desire to protect historic buildings, facades, and streetscapes. Residents want to see the architecture and cultural landmarks preserved, enhanced with signage that tells the story of the area. This is about maintaining identity and honoring our roots.

Local Character & Anti-Over commercialization
People want Downtown Bentonville to stay local, livable, and authentic. There's pushback against over-commercialization, gentrification, and crowding - especially in core residential and historic areas.

Public Spaces, Art & Gathering Areas
Residents value charming, interactive public spaces that are artistic, green, and community-friendly. There's enthusiasm for beautification that includes fun, functional design and art that enhances everyday experiences.

Pedestrian Life & Urban Form
The community wants to maintain a pedestrian-friendly, human-scale environment. This includes manageable traffic, walkability, access to transit, and a built environment that doesn't feel overwhelming.

Community Livability & Affordability
There's a focus on preserving day-to-day functionality and inclusiveness - ensuring that locals, families, and a variety of income levels can continue to enjoy and access downtown. Amenities like banks, restaurants, and hotels should meet local as well as visitor needs.

What to Maintain – list of comments

Historic Preservation & Architectural Integrity

- Facades immediately around square
- Old town / Old high / Old jail
- Old Presbyterian Church
- Courthouse (x2)
- Terry Block Building (exterior only)
- Architecture to look at maintaining
- Overall look of facades that face the square
- Historic homes on W Central
- Historic preservation plan
- Historic signage / Historic identification markers
- Signage for historic buildings – old city hall
- History of square & historic neighborhoods
- Maintain county offices / County presence, county seat activity
- Maintain sight line when in the square

Local Character & Anti-Over commercialization

- No multifamily to be built on Central
- Aspect of local business – no chains
- Not everything created for tourists
- Be aware of market conditions when requesting new businesses
- Buildings for those who live here
- Spread out locations of events
- Not overcrowded
- Maintain friendly environment
- Energy (manage the number of people)

Public Spaces, Art & Gathering Areas

- Ice rink for gatherings
- Splash pad
- Bigger fountain (Savannah-style with Sam statue)
- Musicians – picking & spinning
- Signage for photo ops / placemaking
- String lights
- Nooks and crannies at buildings (e.g., Red Ball temporary art piece)
- Art galleries in those spaces
- Tree canopy and green space
- Landscaping and fountain

Pedestrian Life & Urban Form

- Pedestrian spirit and charm
- Current traffic flow
- Traffic management
- Building height – see the sky (4–6 stories max)
- Light & being able to see through buildings
- Connect sidewalks in neighborhoods
- Making transportation connections
- Transit opportunities
- Safety

Community Livability & Affordability:

- Keep family-friendly (x1)
- Keep it as is
- Food scene (but reduce long waits)
- More eating areas – more affordable
- Hotel
- Post office
- Banks
- Interior flexibility
- Maintain friendly environment

How They Envision the Future

Overall Insight
The themes highlight a collective desire to balance growth with character, and ensure that the city remains inclusive, historic, and livable for all. A thriving Downtown Bentonville that remains:

- Locally rooted and historically preserved
- Affordable and inclusive
- Pedestrian- and family-friendly
- Decentralized in its attractions, with more than one hub
- Connected through efficient, people-first transportation
- Engaged in transparent, citizen-centered planning

Affordability & Inclusivity
The future vision prioritizes equity and inclusion—ensuring that downtown remains accessible to families, working-class residents, and youth. There's concern that gentrification could push locals out, and a desire for policies that support a diverse, community-rooted population.

Transportation & Mobility
Residents envision a connected, multi-modal downtown that supports pedestrians, cyclists, and accessible transit options like shuttles, buses, and trolleys—without sacrificing ease of access or charm. Improving walkability and reducing vehicle congestion is a clear priority.

Historic Preservation & Urban Character
There is a strong call to preserve historic architecture and limit overdevelopment. People want to avoid losing the small-town character to excessive density or height, emphasizing design that fits within the existing historic fabric.

Public Realm & Gathering Spaces
The vision includes diversifying public spaces to reduce overcrowding and support neighborhood identity beyond just the main square. People want satellite districts (like 8th Street) to offer their own unique vibes and programming.

Civic Planning, Communication & Engagement
There’s a need for better civic engagement and transparency, especially in how plans are made and implemented. Residents want a voice in shaping downtown’s future and tools (like kiosks and clearer planning) that keep them informed and involved.

Short-Term Rentals & Housing Balance
People want balance in housing use, with concerns that an overabundance of short-term rentals is eroding the sense of neighborhood. Limiting or managing Airbnb’s is seen as critical to maintaining residential integrity.

How They Envision the Future - list of comments

Affordability & Inclusivity

- Affordable (x2)
- Development for citizens
- Make for all – family friendly
- More families living downtown
- Incentivize higher diversity downtown
- Gaming places for teens – arcade

Transportation & Mobility

- Parking / Parking strategy
- Trolleys, golf carts
- Dedicated carts to move people
- Transportation interface between Bentonville & Rogers
- Transportation/bus department
- Variety of transportation
- Pedestrian lifestyle without pedestrian infrastructure
- Pedestrian-only zone
- Bike trails
- Sidewalks
- Infrastructure upgrades
- Infrastructure
- Alley-based infrastructure

Historic Preservation & Urban Character

- Historic preservation ordinance (x2)
- Keep it humble
- Keep it historical
- Will lose Mayberry feel if we lose those buildings
- Skyscraper stories 6–7 – blocks the sky
- Why are we encouraging more? No parking, too much construction

Public Realm & Gathering Spaces

- More food trucks
- More public restrooms
- Move some events off the square
- New park system – allow smaller events
- Amphitheater – small
- Spread out activities
- More than one square – e.g., 8th St District
- Have more than one square vibe
- Social district downtown boundary
- Signage – more photo ops needed
- Central fountain – needs a big statement for photo

Civic Planning, Communication & Engagement

- More focus groups – have lost their voice
- Citizen-wide communication system – kiosks with nightly info
- Release the master plan – how does this tie into the region
- FLUM (Follow-Up and Implementation Mechanism)
- Infrastructure & maintenance needs

Short-Term Rentals & Housing Balance

- Airbnb moratorium or max cap
- Control Airbnbs
- No community when too many short-term rentals

Attachment B
Requirements for a Historic Preservation Ordinance

Steps to Establish a Local Historic Preservation Ordinance

1. **Formation of a Historic District Commission (HDC)**
   - The chief elected official appoints a commission per the Arkansas Historic Districts Act (ACA 14-172-201 et seq.). This commission investigates and documents the historical significance of the proposed district, then submits a report to the Arkansas Historic Preservation Program (AHPP) and the local planning commission—each having 60 days to provide feedback codes.findlaw.com+15arkansasheritage.com+15reddit.com+15.
2. **Public Notification & Hearing**
   - The HDC must publish notice in a widely circulated newspaper once a week for three weeks, with the first notice at least 20 days before the hearing reddit.com+5arkansasheritage.com+5law.justia.com+5law.justia.com+3codes.findlaw.com+3law.justia.com+3.
   - A public hearing is held to allow community input.
3. **Final Report & Draft Ordinance**
   - Within 60 days of the hearing, the HDC submits a final report and draft ordinance—including district boundaries, maps, and design review provisions—to the governing body arkansasheritage.com+2law.justia.com+2law.justia.com+2arkansasheritage.com+3codes.findlaw.com+3law.justia.com+3arkansasheritage.com.
4. **Governing Body Review & Action**
   - The city or county governing body must:
     a. Adopt the ordinance as submitted,
     b. Return it for revisions (with expectation of resubmission within 90 days), or
     c. Reject it entirely
     reddit.com+11arkansasheritage.com+11law.justia.com+11law.justia.com+7codes.findlaw.com+7law.justia.com+7reddit.com+2reddit.com+2reddit.com+2.
5. **Ordinance Content Requirements**
   To meet Certified Local Government (CLG) eligibility, the ordinance must include:
   - A clear statement of purpose aligned with state law,
   - Defined district boundaries and terminology (e.g., alteration, demolition),
   - Commission composition and defined responsibilities,
   - Mandatory review of alterations and new construction,
   - Reference to design standards similar to the Secretary of the Interior's Standards,
   - Defined hearing, review timelines, due process, and enforcement protocols reddit.com+11arkansasheritage.com+11codes.findlaw.com+11.
6. **Design Review Mechanism**
   - Once established, a Certificate of Appropriateness (COA) process is required. No exterior work—alteration, restoration, demolition, etc.—can proceed without approval from the HDC arkansasheritage.com.

SEC. 506. OVERLAY DISTRICTS

(a) Applicability

(1) Overlay districts apply only to properties located within the boundaries of each overlay, as shown on the Official Zoning Map.

(2) Overlay districts may establish use limitations, height restrictions, design requirements, or other rules that are specific to the overlay area.

(3) Overlay district rules supersede rules elsewhere in this UDC if they conflict.

(b) Downtown Center Overlay (DCO)

(1) Purpose and Intent

a. To ensure new buildings maintain the quality of exterior materials reflected in historic downtown buildings.

b. To ensure that the downtown center retains ground floor commercial opportunities.

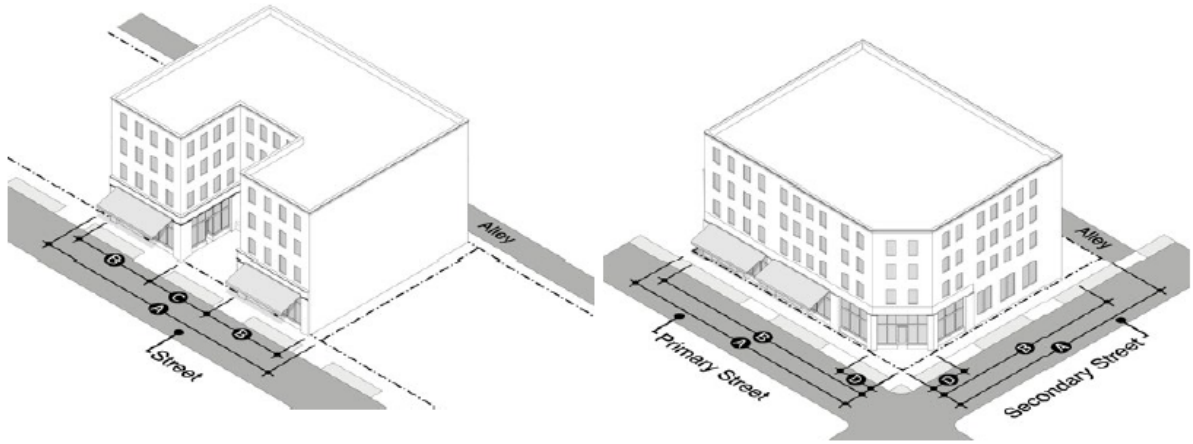
c. To establish minimum standards for windows, doors, shopfronts, and building attachments in order to maintain compatibility with historic downtown buildings.

(2) Building Placement

a. Forecourts do not contribute to build-to area requirements, see Figure 5.31 Downtown Build-to Conditions.

b. Corner entry chamfers count toward the required build-to area only if they are less than 20 feet wide along both property lines.

FIGURE 5.31 DOWNTOWN BUILD-TO CONDITIONS



A Lot width	C Forecourt width does not contribute to build-out
B Facade build-out	D Corner chamfer contributes to build-out

(3) Materials

a. Exterior walls along streets and mid-block trails must be finished with brick, stone, or plast
b. Only one primary finish material may be used for each wall.
c. Additional materials are limited to:

1. Attachments such as awnings, galleries, and bay windows; and
2. Architectural details such as a water table, coining, pilasters, eaves, or as a lintel acros window and door openings.

(4) Ground Floors

a. All buildings must be constructed to accommodate retail or other active commercial uses ground story along streets, whether such a use is established at the time of construction or
b. The ground level story must be at least 12 feet high.

(5) Windows and Doors

a. Windows and doors must be recessed at least 2.25 inches from the exterior surface of the
b. Windows must be separated by a minimum of 4 inches if multiple windows are grouped.
c. Window sills must project outward from the exterior surface of the wall.

(6) Shopfronts

a. Shopfronts must be composed as a unified design, incorporating doors, transoms, signage awnings, or canopies.
b. Shopfronts must include a continuous bulkhead between 12 and 36 inches in height.
c. Shopfront glass must comprise at least 60% of the width of the tenant space.
d. Security devices, if installed, must be placed inside the glass.

(7) Awnings and Canopies

a. Awnings are subject to these rules:

1. Must be made of fabric;
2. Must include a valence flap;
3. Must not include side panels; and
4. Must project at least of 6 feet from the exterior wall.

b. Canopies are subject to these rules:

1. Must be made of metal;
2. Must be at least 6 inches thick; and
3. Must project at least 4 feet from the exterior wall.

c. Awnings and canopies must be installed between transom and display windows where transoms are present.
d. Awnings and canopies must maintain a clearance of at least 8 feet above the sidewalk.
e. Awnings and canopies must be set back a minimum of 2 feet from the curb.
f. Awnings and canopies must span at least 80% of the width of the tenant space.

Attachment D
DC and DE Zoning District Ordinance

MEMO

To: Mayor Stephanie Orman and Bentonville City Council
From: Shelli Kerr, AICP, Comprehensive Planning Manager
CC date: August 11, 2025
RE: SOUTH – Future Land Use Map Focused Study Area

Background

Bentonville's official Future Land Use Map was adopted in February 2025. As part of its approval, City Council requested an additional review of three focus areas set forth in Res. No. 2-11-25 M, Exhibit D FLUM Study Areas. This staff report is to provide a summary of the findings for the South study area.

Analysis

Limited Infrastructure. Infrastructure in the area is limited: electric service ends at Haxton Road, water service stops at Philpot Road, and sewer is only partially available in the west.

Variable Topography. The area includes some steep topography along Mill Dam Road and a narrow floodplain running diagonally through it. This area also contains karst topography, which can present financial challenges for development due to potential site preparation and engineering requirements.

Development Activity. The study area is currently characterized by agricultural and large-lot residential estate uses, with A-1 Agriculture zoning in place. Osage Mills was recently rezoned from A-1, Agricultural to R-1 Single Family Residential in this area, north of Phillips Cemetery Road. Similar rezoning requests have been approved within a three-mile radius, including in both Bentonville and nearby municipalities. According to Buffington Homes, there are 1,368 new homes projected within a one-mile radius within the next 16 months.

Impact on other Plans. The Water and Sewer Departments have based their infrastructure projections on the current place type designations. Any changes to the Future Land Use Plan would need to be carefully balanced, as they could substantially affect those projections unless offset by reductions elsewhere.

Outside of city limits. A significant portion of the study area is beyond the city limits, within the county. Recent changes to state legislation have removed the city's regulatory authority in these unincorporated areas.

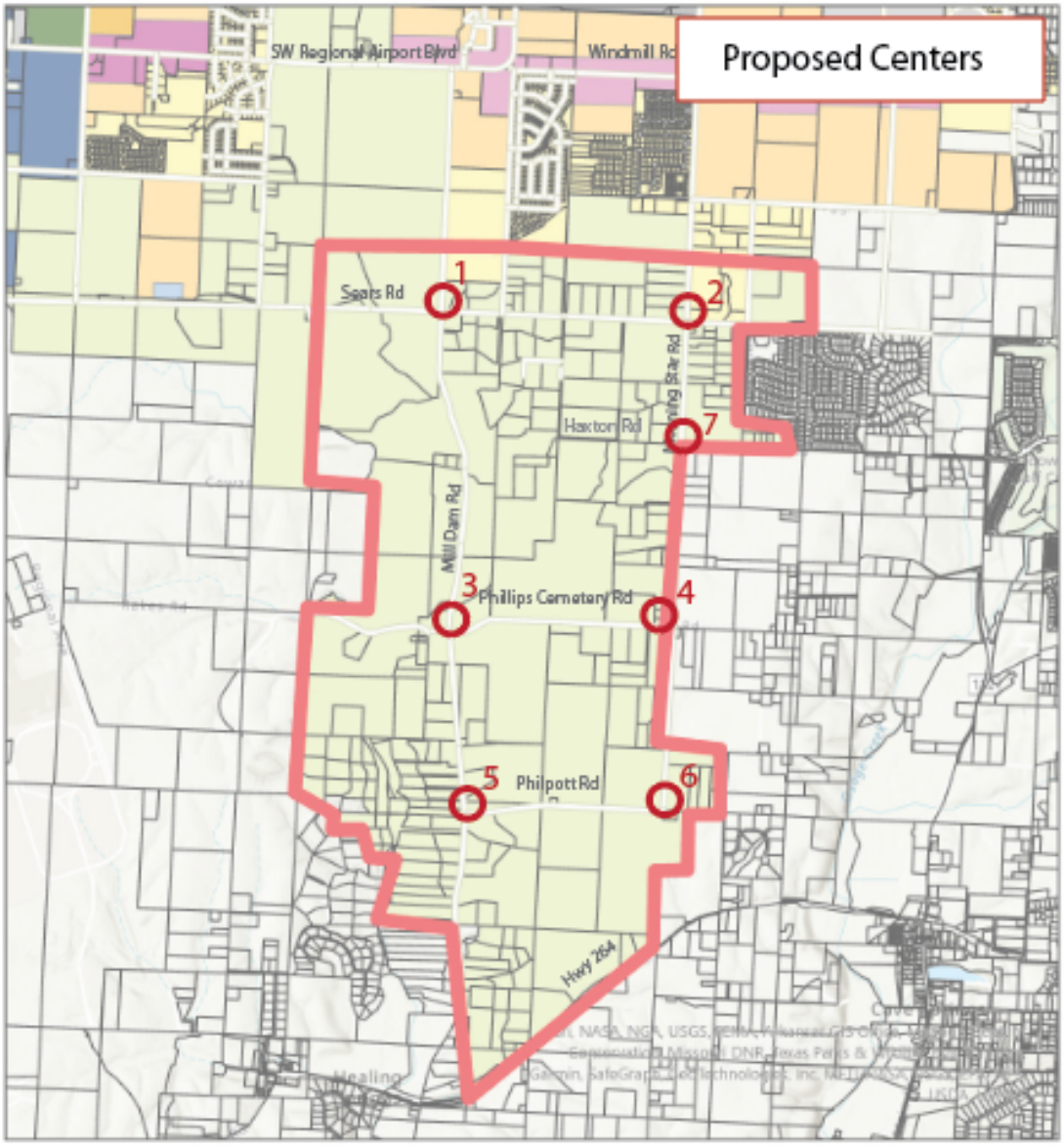
Conclusion. Low density residential development is appropriate in this area given the recent development activity. Introducing small-scale commercial uses will support the needs of local residents and help reduce transportation demand by providing nearby access to essential goods and services. Such development will depend on the ability to access utility services in this area.

Recommendations

NOTE: Any recommended codes or regulations would need to undergo a formal adoption process. Additionally, any newly adopted codes would not apply retroactively to existing developments or projects already approved by Planning Commission prior to adoption. It is also important that new regulations do not diminish property value or use as allowed by existing zoning rights.

Staff recommend the following actions.

1. **Add strategic Neighborhood Centers to the FLUM.** Retain the Rural place type and add Centers to Future Land Use Map to provide small-scale/farm-to-table type commercial uses. Suggested locations provided below. This is not a regulatory action but is a change in policy.



Southern Study Area

2. **In the UDC, allow for a variety of detached residential in the Rural place type**. Use matrix and place type correlations from the draft UDC provided below. This is a regulatory action.

TABLE 2.1 PLACE TYPE CORRELATION WITH ZONING DISTRICTS

Place Type	Zones Permitted														
	T2.1	T2.2	T3.1	T3.2	T4.1	T4.2	T5.1	T5.2	T6.1	C	R1	HC	LI	LFI	MH
Rural															
Rural	SR	ER	SR							SR					ER
(SR): Standard review applies. Zoning district is appropriate for Place Type															
(ER): Enhanced review applies. Zoning district may be appropriate for the Place Type with a positive compliance review.															

TABLE 4.2 DISTRICT USE MATRIX

Use	T2.1	T2.2	R1	T3.1	T3.2	T4.1	T4.2	T5.1	T5.2	T6	MH	C	HC	LI	LFI
Residential continued															
Group home			R	R	R	R	R	R	R		R				
1 dwelling detached	■	■	■	■	■	■	■								
1 dwelling attached (town-homes)						■	■	■							
2 dwellings per building						■	■	■							
3 – 4 dwellings per building						■	■	■	■	■					
5 – 8 dwellings per building							■	■	■	■			■	■	
More than 8 dwellings per building								■	■	■			■	■	

3. **Create Unique Zoning District for rural commercial.** Create a T2.2 Rural Node district to accommodate the centers recommended above. Draft of T2.2 bulk, area and use standards provided below. This is a regulatory action.

T2.2 is meant for small shops, services, and public buildings in rural areas. It allows for small activity centers that serve nearby homes and farms.

Buildings			
Building Location		**Structure Height**	
A Building Footprint	30% max.	Habitable Structures	2.5 stories max. for residential buildings, farm buildings exempt
B Front Setback	20 ft. min.		
C Side Street Setback	30 ft. min.	Accessory Structures	16 ft. max., farm buildings exempt
D Side Setback	30 ft. min.		
E Rear Setback	30 ft. min.	Parking Structures	N/A

T2.2: RURAL NODE			
Building Elevations			
Required Entries		**Required Glazing**	
Entry Frequency	N/A	Ground Floor	N/A
Required Active Interior Space		Upper Floor	N/A
N/A			
Site Design			
Lot Size Requirements		**Parking Location**	
G Lot Area	2 acres min.	H Front Setback	50 ft. min.
Fencing and Walls		J Side Street Setback	50 ft. min.
See Sec. 506 (f) Fencing and Walls		K Side Setback	30 ft. min.
Impervious Areas		L Rear Setback	30 ft. min.
Impervious Area	35% max.		
Uses			
See Sec. 407. Use Standards			

Use	T2.1	T2.2
Agriculture		
Agricultural processing, packaging, and warehousing	R	
Auction yard	A	
Commercial dairy, poultry, and swine production	R	
Commercial greenhouse	A	A
Farming and ranching	A	A
Feedlot		
Grain storage	A	
Medical marijuana cultivation facility	R	R
Stables	A	A
Stockyard	R	

Use	T2.1	T2.2
Parks		
Parks	See Tabl	
Residential		
Home occupation	A	A
Accessory dwelling	A	A
1 dwelling detached		
1 dwelling attached (townhomes)		
2 dwellings per building		
3 – 4 dwellings per building		
5 – 8 dwellings per building		
More than 8 dwellings per building		

A: Allowed use
R: Use subject to additional restrictions, see (b

Use	T2.1	T2.2
Commercial		
Adult oriented businesses		R
Automobile sales		
Automobile service		
Commercial laundry		
Crematorium		
Day care		
Dry cleaners		
Food and beverage	R	A
Funeral home		
Gas station		A
Hospital		
Medical marijuana dispensary		R
Medical services: urgent care		
Medical services: ambulatory care		
Medical services: substance abuse treatment		
Office, including medical		
Retail, including pharmacies		A
Self-storage		
Service (personal or professional)		A
Entertainment		
Adult entertainment		
Indoor entertainment facility		A
Outdoor entertainment facility		A
Theater, excluding drive-in		

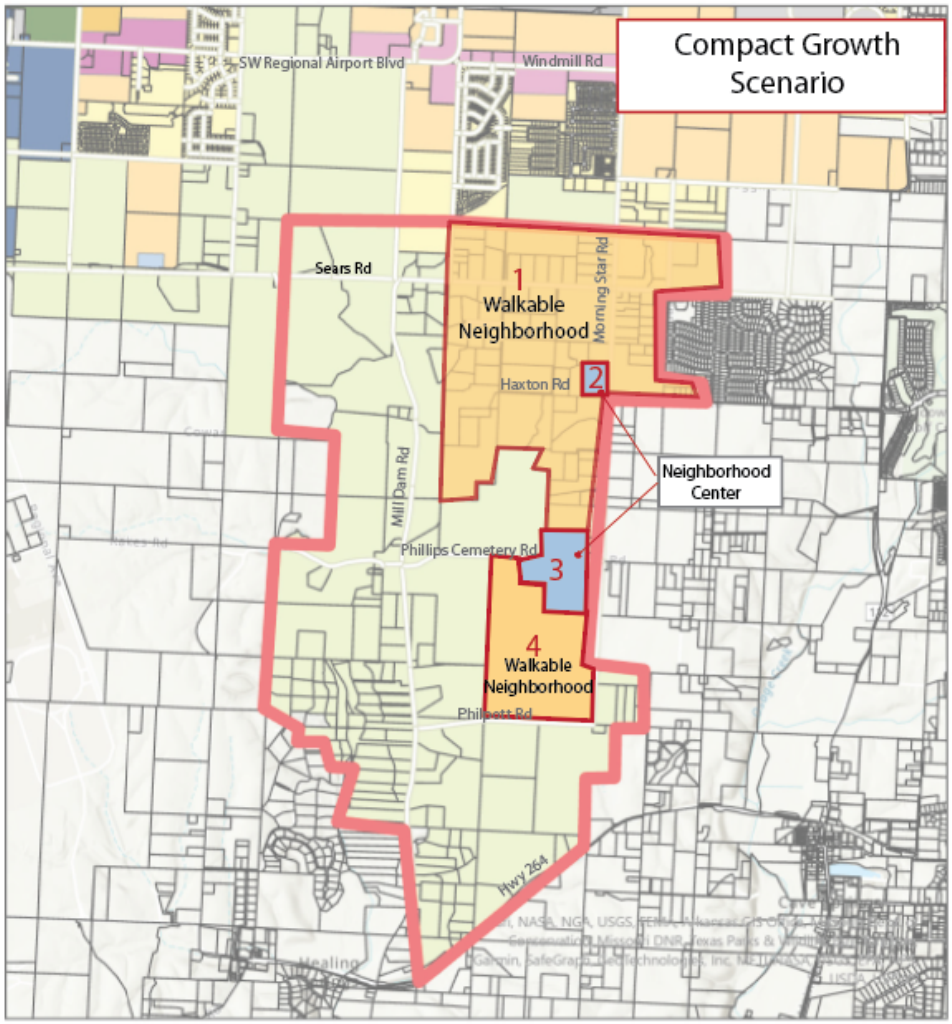
Use	T2.1	T2.2
Industrial and Manufacturing		
Airport facilities	R	
Ground transportation terminal		
Industrial, heavy		
Industrial, light		
Manufacturing, heavy		
Manufacturing, light		
Recycling or salvage facility		
Solar energy system	R	R
Solid waste disposal		
Warehouse and distribution		
Wind energy, large	A	
Wind energy, small	R	R
Wireless communication: cell tower	R	R
Institutional		
Convention or exhibition facilities		
Cultural (library, museum, gallery)		
Performing arts		
Event venue	R	R
Religious assembly	R	R
School	R	R
School: post-secondary		
Lodging		
6 rooms or less	A	A
12 rooms or less		A
More than 12 rooms		

Options for Consideration

The following options are for City Council consideration.

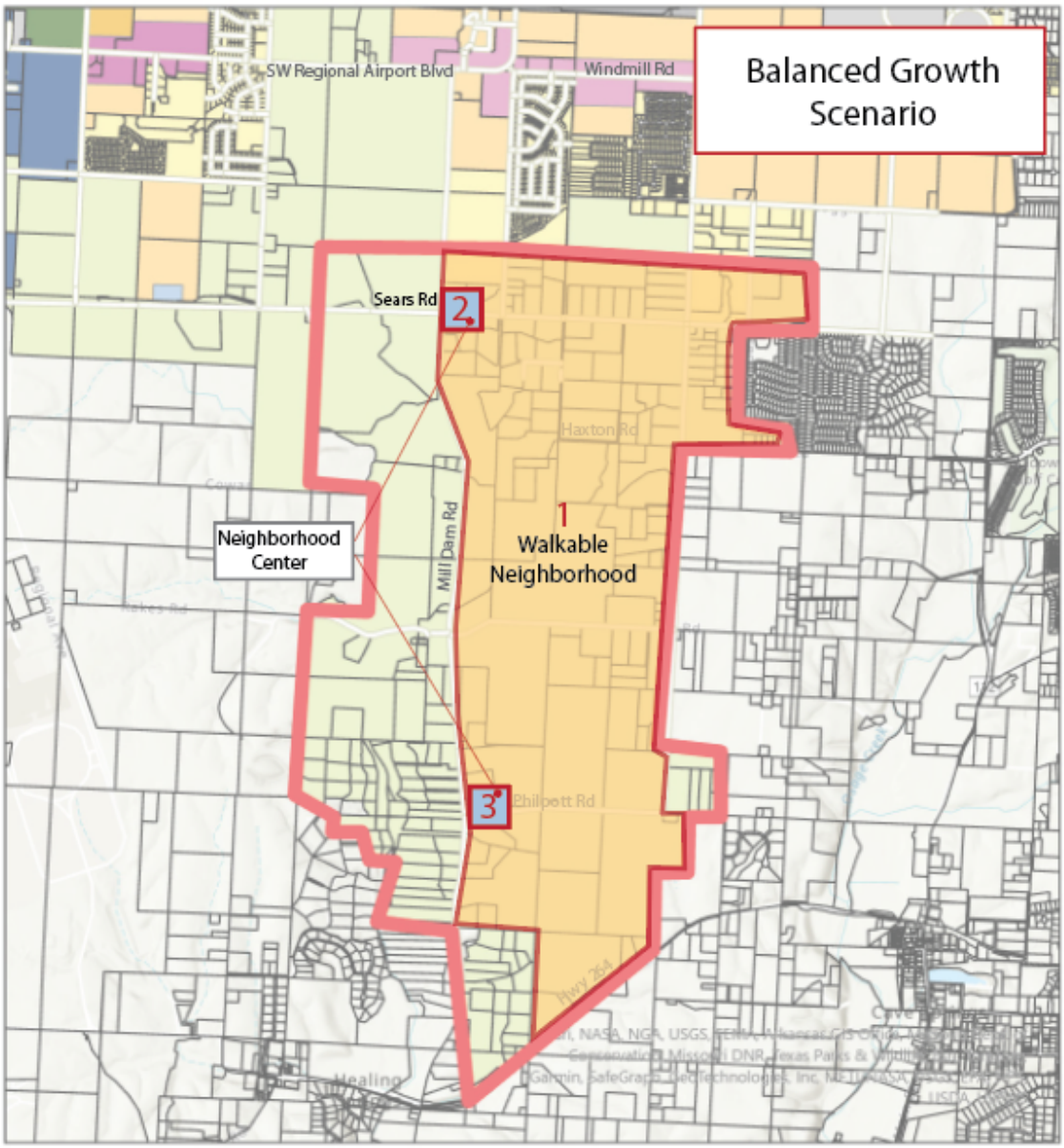
1. **No change to FLUM**. Make no changes to the FLUM and allow the zoning code and the alignment table to accommodate rural-scale development in this area. This is not a regulatory action.

2. **Amend FLUM to the Compact Growth Scenario (From Design Week 2024).** This option extends the mixed neighborhoods a little further south to Philpott Rd with some neighborhood centers on the east side. Note that this scenario could have significant impact on the projections for water and sewer needs in this area. It also promotes sprawl which can negatively impact the city's fiscal health. This is not a regulatory action but is a change in policy.



Southern Study Area

3. **Amend FLUM to the Balanced Growth Scenario (Design Week 2024).** This option extends the mixed neighborhoods through the entire south area with neighborhood centers scattered. This scenario was based on a concentration of development downtown and another concentration of uses in the extreme southwest. Such scenario would have significant impact on infrastructure projections based on the original FLUM. This is not a regulatory action but is a change in policy.

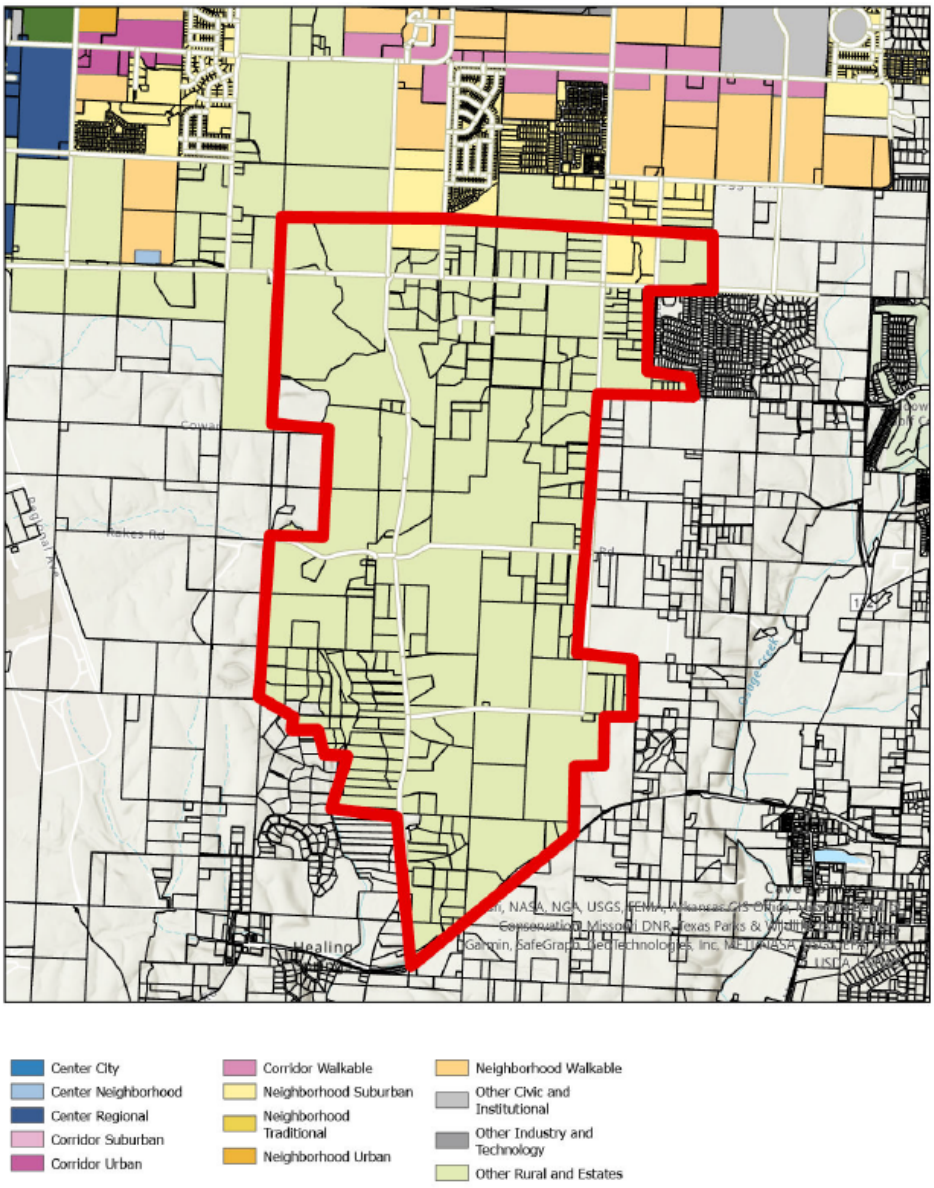


Request

Staff request that City Council make a decision on whether to move forward with the recommendations and provide guidance on pursuing any of the proposed options.

Study Details

Southern Study Area



South Study Area - Study Approach

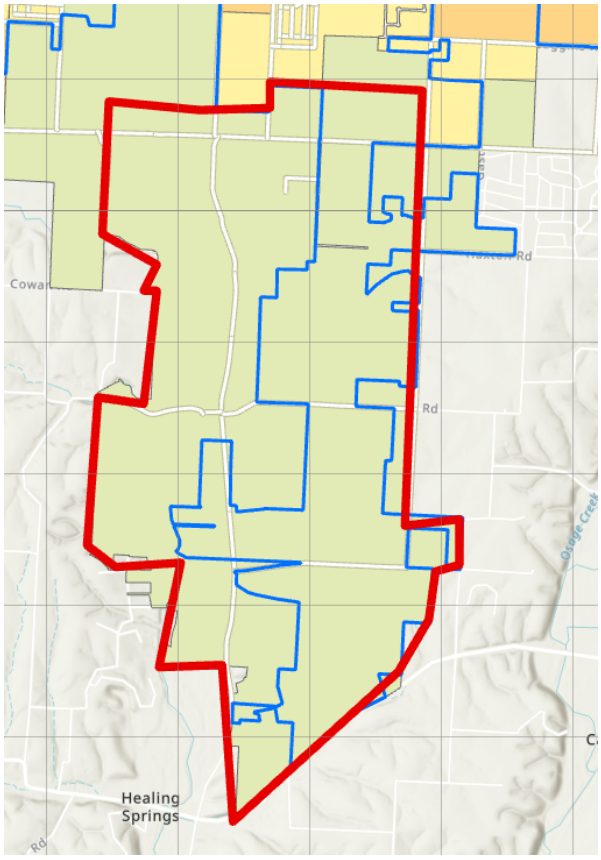
1. Refine study area and analyze existing conditions.
2. Met with Utilities and Transportation about future capacity.
3. Identify opportunities.

South Study Area - Area Description

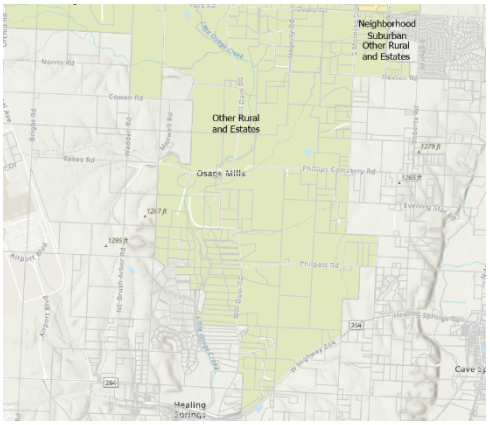
The first step in the analysis was to define the study area. It was refined from what was provided on the resolution to as the areas south of Sears Rd. Study area map provided on next page.

- *Existing Conditions*: Primarily agricultural and residential estate uses.
- *Future Land Use Map*: Currently designated as Agriculture.
- *Topography:* Steep along the east side of Mill Dam Rd.
- *Electric:* Area in city limits service area ends at Haxton Rd.
- *Water:* Most of the study area is not in Bentonville's Water service area, stopping at Philpot Rd.
- *Sewer:* Sewer line down west end of study area.
- *Master Street Plan:* Arterial and collectors (primarily north/south) planned.
- *Zoning:* A-1 Agriculture
- *Floodplain:* Small area from the southwest to the northeast through the center of study area.
- *Developments:* Current request for residential development within the study area.

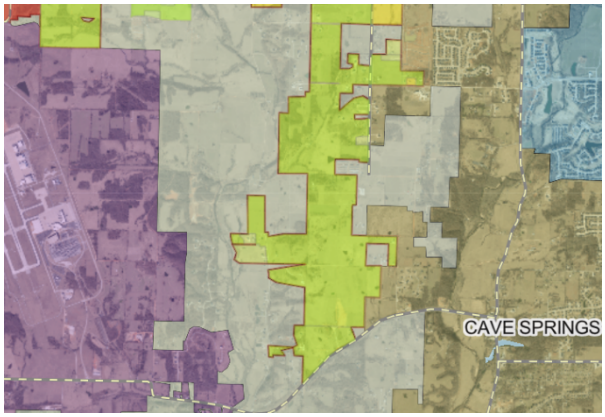
City Limits (blue) vs Planning Area (red)



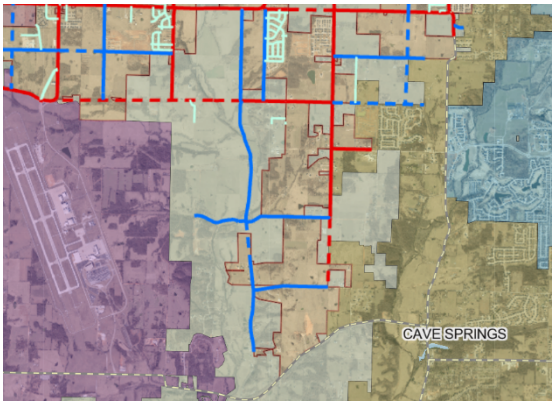
2025 Future Land Use Map



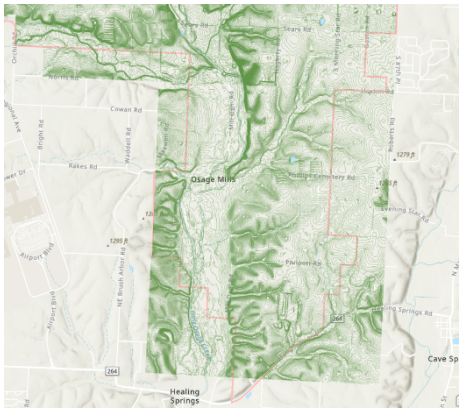
Zoning - *Agriculture*



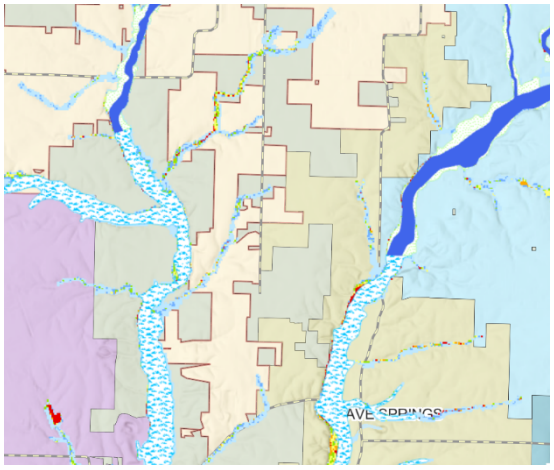
Master Street Plan



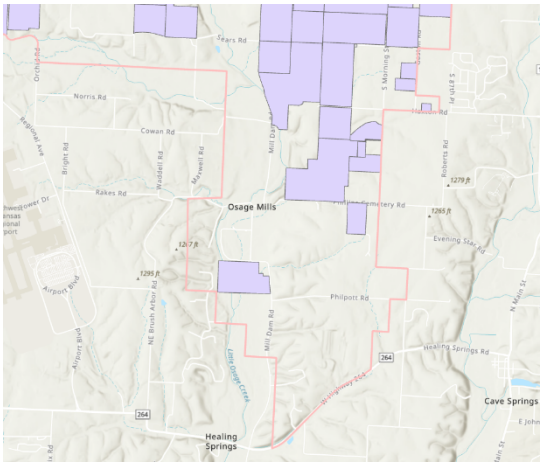
Topography



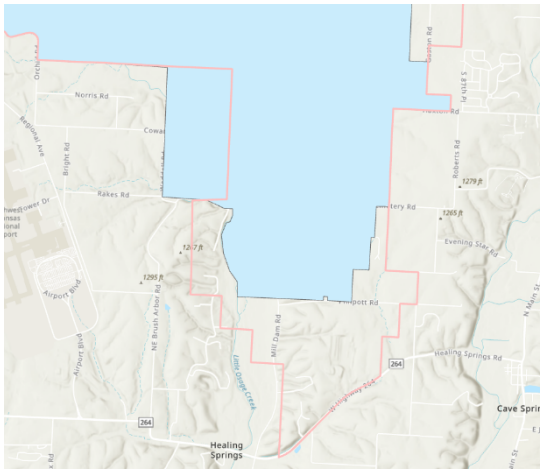
Floodplain



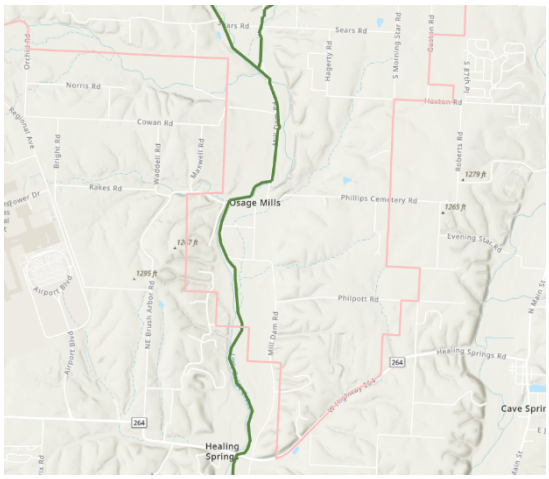
Platted Subdivision



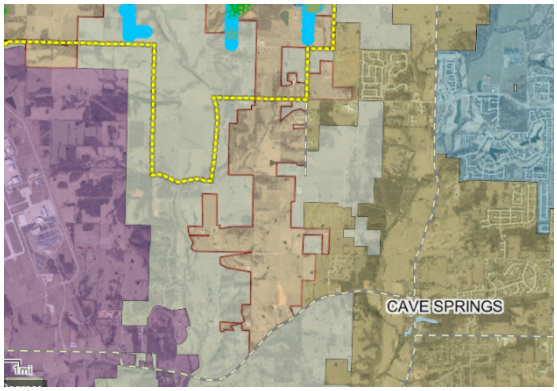
Water Service Boundary



Sewer Service

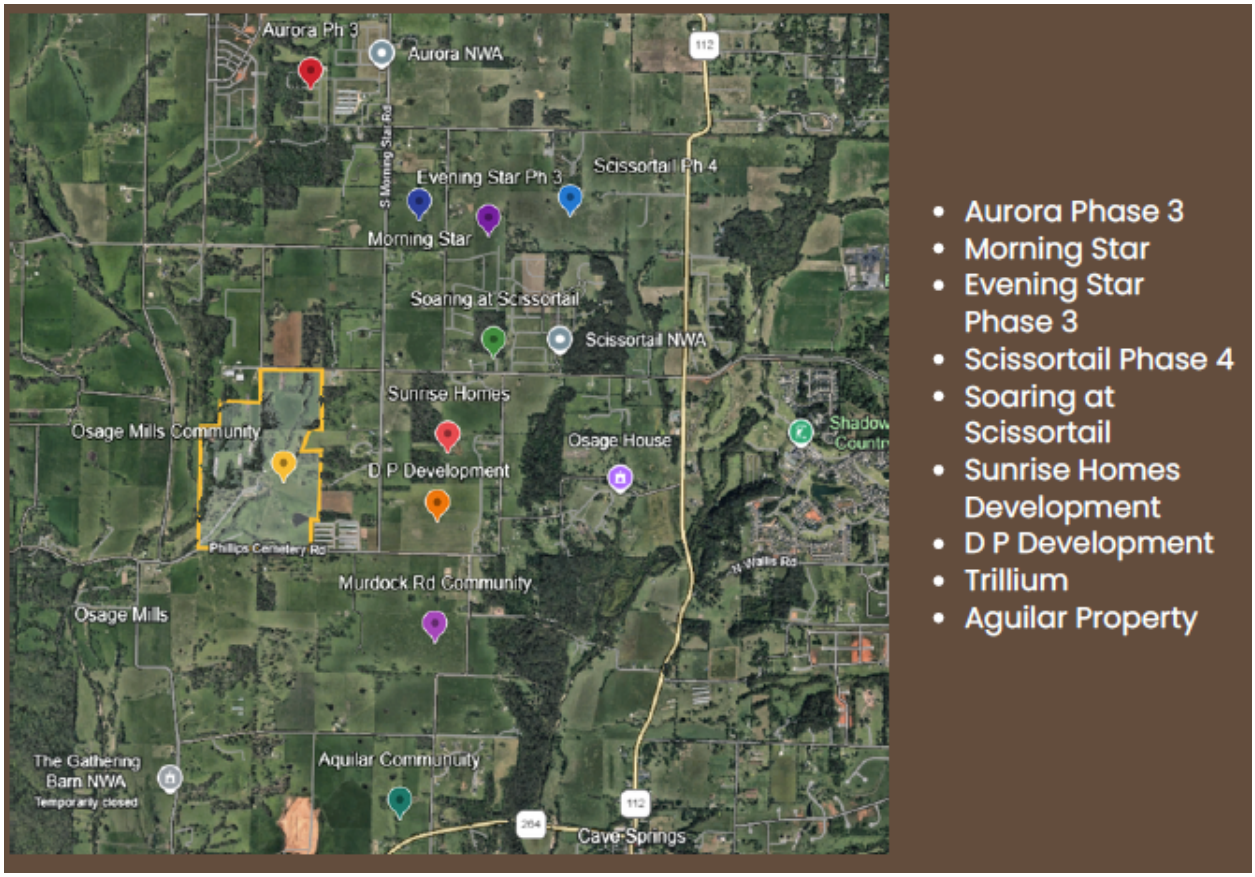


Electric Service Boundary



Development Activity

Source: Buffington Homes



Southern Study Area
12

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	8/11/2025	**Submitted By:**	Preston Newbill
Phone:	479-271-3143	**For Department(s):**	wastewater
Email:	pnewbill@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 Resource Recovery Facility Expansion Project Update
Action Recommendation & Justification:	Update on the Water Resource Recovery Facility expansion and discussion around closing the loan for the additional funding.
Additional Comments for Consideration (Optional):	In order to close the loan the wastewater rate will need to be reviewed adding the additional debt payments associated with the additional funding request that was accepted February 2025.
Amount for Approval:	$

Budget Impact

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

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

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

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

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	8/12/2025	**Submitted By:**	Mayor Stephanie Orman
Phone:	(479) 271-5966	**For Department(s):**	Administration
Email:	mayor_assistant@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:	"Months of Summer Meals" Proclamation
Action Recommendation & Justification:	Proclamation declaring the Summer of 2025 as the "Months of Summer Meals" in the City of Bentonville, Arkansas.
Additional Comments for Consideration (Optional):	
Amount for Approval:	$

Budget Impact

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

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

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

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

Budget Impact Notes for Consideration (Optional):

PROCLAMATION

WHEREAS: Summer is the hungriest time of the year for many children when families struggle to make up for lost school meals and food insecurity tends to increase; and

WHEREAS: Feeding America estimates that one in five people in the state of Arkansas faces hunger, and one in four of those are children; and

WHEREAS: The Bentonville Public Library has partnered with Aramark and Bentonville Public Schools for the 7th year to address food insecurity in our community; and

WHEREAS: The Summer Feeding Program serves meals to everyone 18 years and younger over eight weeks in the summer; and

WHEREAS: Aramark served 13,841 meals to children in the summer of 2025 and almost 60,000 meals since 2019 to address food insecurity.

NOW, THEREFORE, I Stephanie Orman, Mayor of the City of Bentonville do hereby proclaim the Summer of 2025 the **"Months of Summer Meals"** in the City of Bentonville, Arkansas, in recognition of the commitment of the Bentonville Public Library and Aramark to provide local children with nutritious meals and in support of No Kid Hungry. I encourage all residents of the City of Bentonville to engage with the very real and continuing issue of hunger in our community by donating to or volunteering at one of our many community food banks.

Given this 26th day of August 2025, in Bentonville, in the great State of Arkansas, in the United States of America.

[redacted]

Stephanie Orman, Mayor
City of Bentonville



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	8/12/2025	**Submitted By:**	Mayor Orman
Phone:	471 271-5966	**For Department(s):**	Administration
Email:	mayor_assistant@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:	Ozark Regional Transit Informational Presentation
Action Recommendation & Justification:	Update from Ozark Regional Transit to Council.
Additional Comments for Consideration (Optional):	
Amount for Approval:	$

Budget Impact

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

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

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

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

Budget Impact Notes for Consideration (Optional):

OZARK REGIONAL TRANSIT

Operating Statistics

June 2025

	June 2025				Year To Date			
FIXED ROUTE	**This Year**	**Prior Year**	**Change**	**% Chg**	**This Year**	**Prior Year**	**Change**	**% Chg**
Passenger Boardings	**20,744**	**17,697**	**3,047**	**17.2%**	**121,634**	**93,899**	**27,735**	**29.5%**
Passengers per Hour	**6.8**	**6.7**	**0.2**	**2.5%**	**6.9**	**7.7**	**-0.8**	**-10.5%**
Passengers per Day	**988**	**885**	**103**	**11.6%**	**988**	**739**	**248**	**33.6%**
ADA Complementary Paratransit	1,083	1,005	78	7.8%	6,293	5,283	1,010	19.1%
Bike Passengers	1,021	799	222	27.8%	4,387	3,868	519	13.4%
Revenue Hours	3,040	2,657	383	14.4%	17,686	12,899	4,787	37.1%
Service Hours	3,338	2,877	461	16.0%	19,407	13,946	5,460	39.2%
Revenue Miles	44,300	41,823	2,477	5.9%	257,666	197,647	60,020	30.4%
Service Miles	52,823	48,063	4,760	9.9%	306,857	226,038	80,819	35.8%
ON DEMAND	**This Year**	**Prior Year**	**Change**	**% Chg**	**This Year**	**Prior Year**	**Change**	**% Chg**
Passenger Boardings (Weekdays)	**5,052**	**4,364**	**688**	**15.8%**	**29,842**	**39,008**	**-9,166**	**-23.5%**
Passenger Boardings (Saturdays)	**1,009**	**964**	**45**	**4.7%**	**5,400**	**5,690**	**-290**	**-5.1%**
Total Passengers	**6,061**	**5,328**	**733**	**13.8%**	**35,242**	**44,698**	**-9,456**	**-21.2%**
Passengers per Hour (Weekdays)	**3.6**	**3.2**	**0.4**	**11.5%**	**3.6**	**3.2**	**0.4**	**11.5%**
Passengers per Hour (Saturdays)	**3.4**	**2.6**	**0.8**	**30.8%**	**3.4**	**2.6**	**0.8**	**30.8%**
Passengers per Day (Weekdays)	**241**	**218**	**22**	**10.3%**	**243**	**308**	**-65**	**-21.2%**
Passengers per Day (Saturdays)	**252**	**193**	**59**	**30.8%**	**252**	**193**	**59**	**30.8%**
Bike Passengers	112	45	67	148.9%	525	571	-46	-8.1%
Revenue Hours	1,982	2,022	-41	-2.0%	11,535	14,353	-2,818	-19.6%
Service Hours	2,096	2,140	-44	-2.0%	12,202	15,355	-3,153	-20.5%
Revenue Miles	27,286	27,311	-25	-0.1%	161,347	196,521	-35,174	-17.9%
Service Miles	30,219	30,323	-104	-0.3%	178,481	221,662	-43,181	-19.5%
PARATRANSIT	**This Year**	**Prior Year**	**Change**	**% Chg**	**This Year**	**Prior Year**	**Change**	**% Chg**
Passenger Boardings	**1,183**	**1,165**	**18**	**1.5%**	**6,731**	**5,896**	**835**	**14.2%**
Passengers per Hour	**1.5**	**1.6**	**-0.1**	**-6.3%**	**1.5**	**1.5**	**0.0**	**0.3%**
Passengers per Day	**56**	**58**	**-2**	**-3.3%**	**55**	**46**	**8**	**18.0%**
Revenue Hours	768	709	60	8.4%	4,350	3,790	560	14.8%
Service Hours	919	880	39	4.5%	5,182	5,034	148	2.9%
Revenue Miles	9,481	9,632	-151	-1.6%	53,806	48,247	5,559	11.5%
Service Miles	11,927	12,453	-526	-4.2%	67,823	65,418	2,406	3.7%
TOTAL	**This Year**	**Prior Year**	**Change**	**% Chg**	**This Year**	**Prior Year**	**Change**	**% Chg**
Passenger Boardings (Weekdays)	**26,979**	**23,226**	**3,753**	**16.2%**	**158,207**	**138,803**	**19,404**	**14.0%**
Passenger Boardings (Saturdays)	**1,009**	**964**	**45**	**4.7%**	**5,400**	**5,690**	**-290**	**-5.1%**
Total Passengers	**27,988**	**24,190**	**3,798**	**15.7%**	**163,607**	**144,493**	**19,114**	**13.2%**
Charter/Shuttle Passengers	**0**	**88**	**-88**	**-100.0%**	**712**	**1,255**	**-543**	**-43.3%**
Grand Total	**27,988**	**24,278**	**3,710**	**15.3%**	**164,319**	**145,748**	**18,571**	**12.7%**

	June 2025				Year To Date			
	This Year	**Prior Year**	**Change**	**% Chg**	**This Year**	**Prior Year**	**Change**	**% Chg**
Weekdays	21	20	1	5.0%	123	127	-4	-3.1%
Saturdays	4	5	-1	-20.0%	24	25	-1	-4.0%
Revenue Vehicles	42	43	-1	-2.3%				
Non-Revenue Vehicles	6	5	1	20.0%				
Total Vehicles	48	48	0	0.0%				
Total Miles (All Vehicles)	104,189	105,113	-924	-0.9%	613,144	580,175	32,969	5.7%
Diesel Fuel Consumed	3,686	4,186	-500	-11.9%	20,680	21,569	-889	-4.1%
Gas Consumed	4,542	7,386	-2,844	-38.5%	32,942	40,526	-7,584	-18.7%
Miles Per Gallon	12.7	9.1	3.6	39.4%	12.7	9.1	3.6	39.4%
Road calls	4	3	1	33.3%	12	18	-6	-33.3%
Accidents	0	3	-3	-100.0%	10	11	-1	-9.1%
Operations (Full Time Equivalent)	66	52	14	26.9%				
Maintenance	11	11	0	0.0%				
Administration	12	10	2	20.0%				
Total	89	73	16	21.9%				

ORT

Fayetteville | Springdale | Rogers | Bentonville | Express

2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025

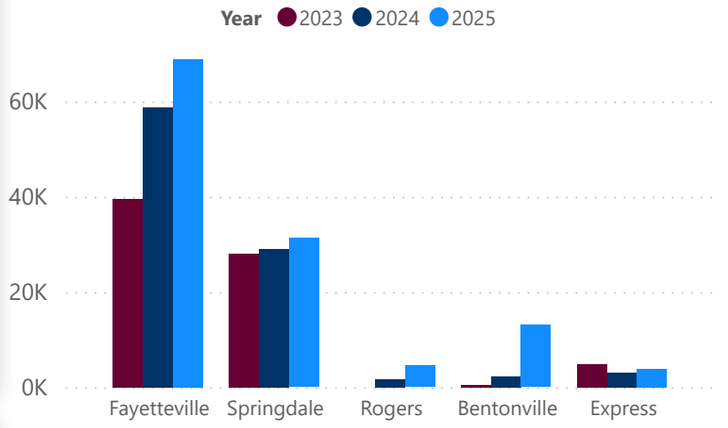
Passengers	Hours	Miles	Bikes	Mobility Devices
156,876	29,220	486,479	4,917	1,909
LY and YoY %Chg	LY and YoY %Chg	LY and YoY %Chg	LY and YoY %Chg	LY and YoY %Chg
138,597 13.2%	27,341 6.9%	449,061 8.3%	4,448 10.5%	1,638 16.5%

Mo...
- Select all
- Jan
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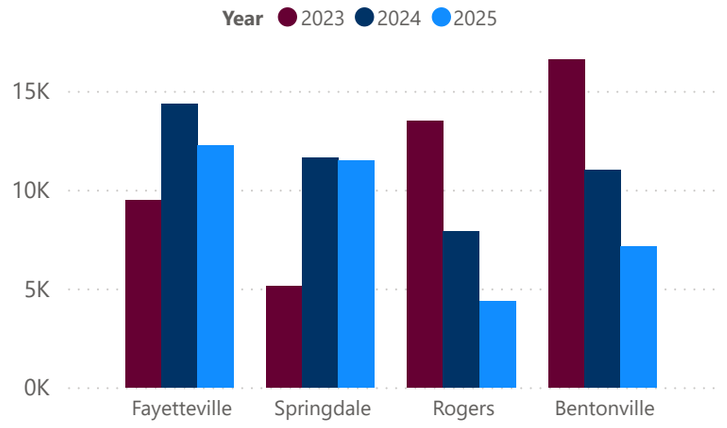
Day
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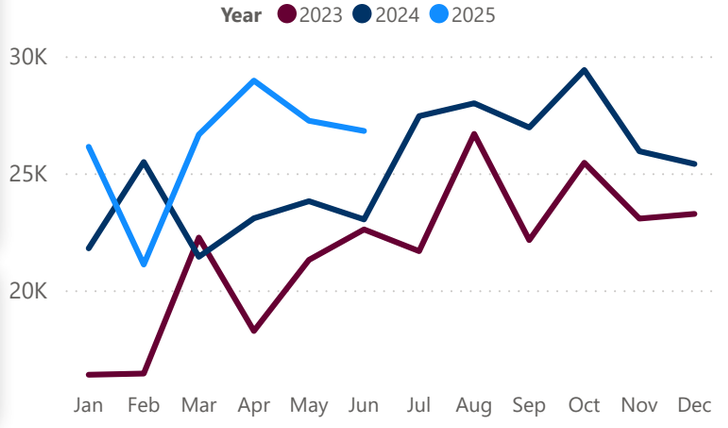
Fixed Route Passengers



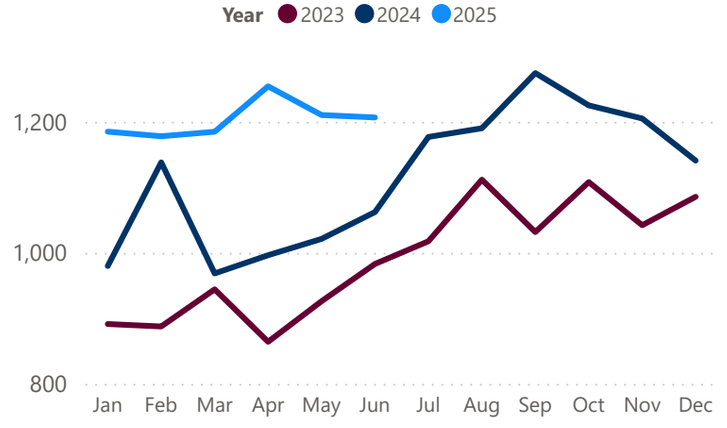
On Demand Passengers



Passenger Boardings



Weekday Daily Boardings



Passenger Boardings by Month and Year

Month	2020	2021	2022	2023	2024	2025
Jan	22,551	11,801	13,209	16,389	21,790	26,128
Feb	20,855	9,024	8,945	16,440	25,477	21,098
Mar	18,121	14,280	15,122	22,250	21,427	26,649
Apr	10,742	11,840	15,471	18,259	23,074	28,956
May	9,695	10,798	15,038	21,296	23,804	27,240
Jun	11,393	12,883	16,343	22,597	23,025	26,805
Jul	10,982	13,474	15,621	21,670	27,438	
Aug	10,568	14,829	18,506	26,679	27,988	
Sep	10,956	14,791	18,213	22,141	26,953	
Oct	11,387	14,459	18,629	25,446	29,410	
Nov	11,379	14,209	16,890	23,060	25,938	
Dec	13,162	13,846	16,885	23,261	25,395	
Total	**161,791**	**156,234**	**188,872**	**259,488**	**301,719**	**156,876**

Daily Passenger Boardings

Weekday or Weekend	Weekday		Weekend	
Month	2024	2025	2024	2025
Jan	980	1,185	304	416
Feb	1,138	1,178	395	358
Mar	968	1,185	272	354
Apr	996	1,254	289	342
May	1,021	1,210	335	365
Jun	1,062	1,206	356	367
Jul	1,177		387	
Aug	1,190		362	
Sep	1,274		367	
Oct	1,225		309	
Nov	1,205		368	
Dec	1,141		361	

Fayetteville Service Summary

Calendar Year Totals Through June 2025

Passengers
81,014
LY and YoY %Chg
72,509 11.7%

Hours
7,687
LY and YoY %Chg
8,141 -5.6%

Miles
117,012
LY and YoY %Chg
127,851 -8.5%

Bikes
2377
LY and YoY %Chg
2,485 -4.3%

Mobility Devices
1,078
LY and YoY %Chg **978**
10.2%

Fixed Route Service (Weekdays)

Route	Operating Days	Passengers	Daily Passengers	Daily Hours	Daily Miles	Daily Bikes	Daily Lift Used
10	123	26,561	216	12.9	166	8.9	1.5
20	123	38,862	316	13.4	202	8.2	5.2
Total	**123**	**65,423**	**532**	**26.4**	**368**	**17.1**	**6.7**

Fixed Route Service (Saturdays)

Route	Operating Days	Passengers	Daily Passengers	Daily Hours	Daily Miles	Daily Bikes	Daily Lift Used
20	23	3,356	146	9.9	151	2.8	3.2
Total	**23**	**3,356**	**146**	**9.9**	**151**	**2.8**	**3.2**

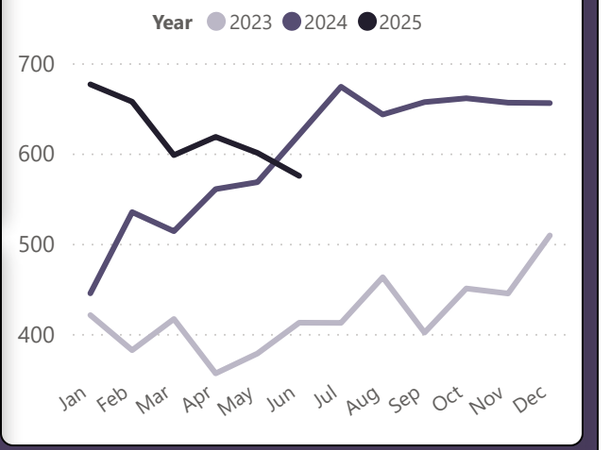
On Demand Service (Weekdays)

Route	Operating Days	Passengers	Daily Passengers	Daily Hours	Daily Miles	Daily Bikes	Daily Lift Used
F1	123	4,706	38	13.0	211	0.7	0.3
F2	123	4,610	37	12.9	213	0.7	0.8
F3	100	1,487	15	5.6	84	0.2	0.3
Total	**123**	**10,803**	**88**	**30.4**	**491**	**1.5**	**1.4**

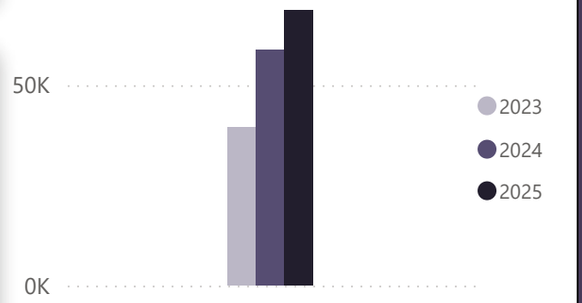
On Demand Service (Saturdays)

Route	Operating Days	Passengers	Daily Passengers	Daily Hours	Daily Miles	Daily Bikes	Daily Lift Used
F1	24	740	31	10.0	162	0.2	0.2
F2	24	692	29	10.0	163	0.8	0.3
Total	**24**	**1,432**	**60**	**20.0**	**325**	**1.0**	**0.5**

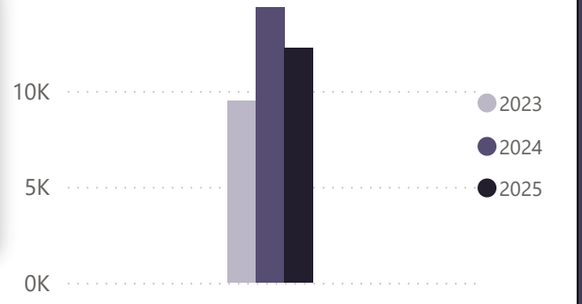
Weekday Daily Boardings



Fixed Route Passengers



On Demand Passengers



Daily Passenger Boardings

WD or WE	Weekday			Weekend		
Month	**2023**	**2024**	**2025**	**2023**	**2024**	**2025**
Jan	421	445	676		51	270
Feb	382	535	657		146	210
Mar	417	514	598		153	189
Apr	356	560	618	29	162	180
May	378	568	601	38	188	191
Jun	412	621	575	44	220	182
Jul	412	674		44	247	
Aug	463	643		49	218	
Sep	401	657		53	230	
Oct	450	661		46	188	
Nov	445	656		55	233	
Dec	509	656		59	217	

Total Passenger Boardings

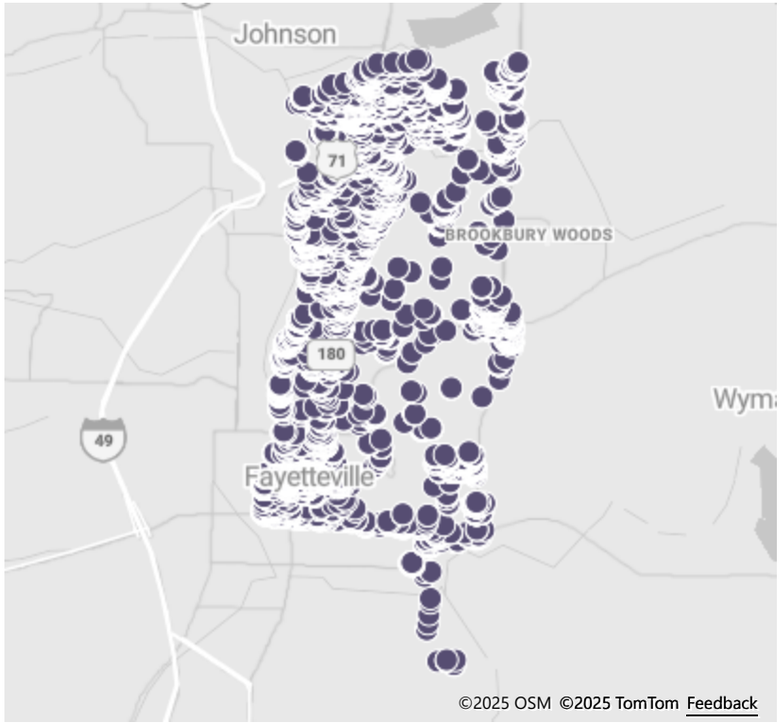
Month	2023	2024	2025
Jan	7,575	9,546	15,016
Feb	6,875	11,818	11,802
Mar	9,580	11,402	13,505
Apr	7,239	12,978	14,320
May	8,475	13,248	13,566
Jun	9,248	13,517	12,805
Jul	8,462	15,812	
Aug	10,838	15,235	
Sep	8,293	14,056	
Oct	10,091	15,954	
Nov	9,561	14,287	
Dec	10,476	14,637	
Total	**106,713**	**162,490**	**81,014**

Fayetteville On Demand Service

Calendar Year Totals Through June 2025

Request Status	Completed		Seat Unavailable		Unaccepted Proposal	
Weekday or Saturday	Total	Percent	Total	Percent	Total	Percent
Weekday	10,803	75%	1,968	14%	1,673	12%
Saturday	1,432	79%	175	10%	209	12%
Total	**12,235**	**75%**	**2,143**	**13%**	**1,882**	**12%**

On Demand Origin Locations



On Demand Service (Weekdays)

Route	Oper. Days	Pax.	Daily Pax.	Daily Hours	Daily Miles	Daily Bikes	Daily Lift Used
F1	123	4,706	38	13.0	211	0.7	0.3
F2	123	4,610	37	12.9	213	0.7	0.8
F3	100	1,487	15	5.6	84	0.2	0.3
Total	**123**	**10,803**	**88**	**30.4**	**491**	**1.5**	**1.4**

On Demand Service (Saturdays)

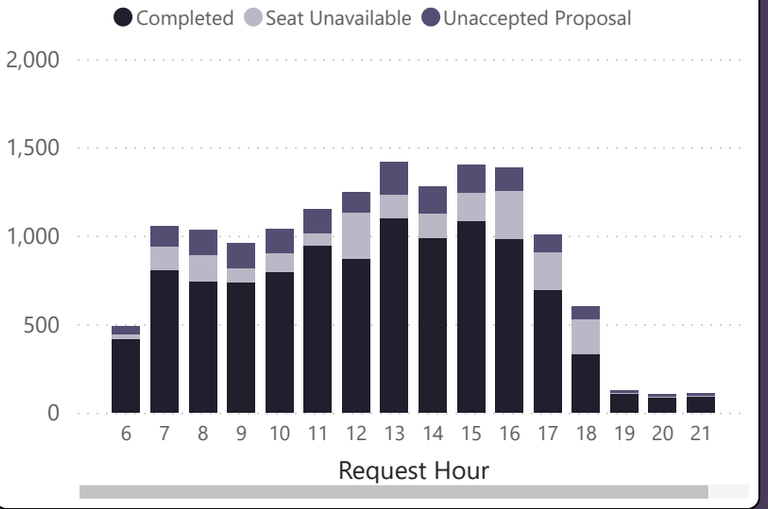
Route	Oper. Days	Pax.	Daily Pax.	Daily Hours	Daily Miles	Daily Bikes	Daily Lift Used
F1	24	740	31	10.0	162	0.2	0.2
F2	24	692	29	10.0	163	0.8	0.3
Total	**24**	**1,432**	**60**	**20.0**	**325**	**1.0**	**0.5**

512	18.2	12.1
Customers (Unique)	Avg Arrival Time (Minutes)	Avg Ride Duration (Minutes)

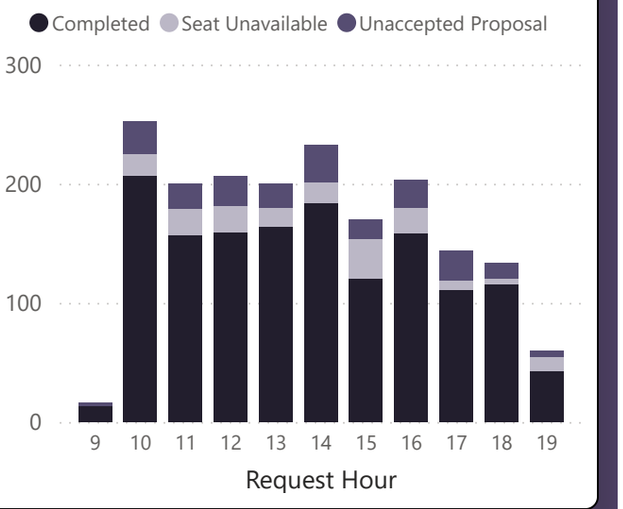
Total Passenger Boardings

Month	2023	2024	2025
Jan	634	2,619	2,110
Feb	731	3,026	1,679
Mar	1,306	1,982	2,102
Apr	1,936	2,167	2,089
May	2,213	2,303	2,088
Jun	2,621	2,195	2,167
Jul	2,514	2,354	
Aug	2,756	2,215	
Sep	2,548	2,005	
Oct	2,944	2,218	
Nov	2,768	2,076	
Dec	2,799	1,967	
Total	**25,770**	**27,127**	**12,235**

Weekday Requests by Hour



Saturday Requests by Hour



Fayetteville Fixed Route Service

Calendar Year Totals Through June 2025

Fixed Route Service (Weekdays)

Route	Oper. Days	Pax.	Daily Pax.	Daily Hours	Daily Miles	Daily Bikes	Daily Lift Used
10	123	26,561	216	12.9	166	8.9	1.5
20	123	38,862	316	13.4	202	8.2	5.2
Total	**123**	**65,423**	**532**	**26.4**	**368**	**17.1**	**6.7**

Fixed Route Service (Saturdays)

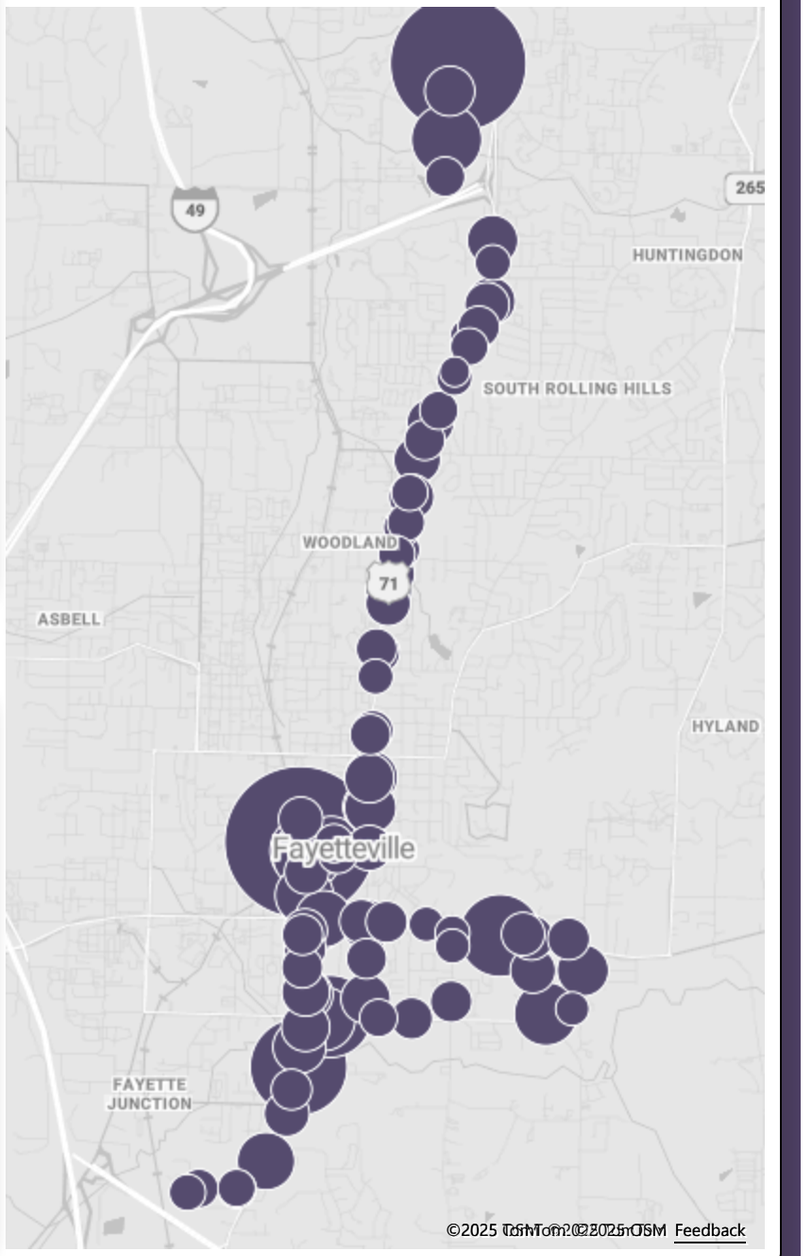
Route	Oper. Days	Pax.	Daily Pax.	Daily Hours	Daily Miles	Daily Bikes	Daily Lift Used
20	23	3,356	146	9.9	151	2.8	3.2

Total Passenger Boardings

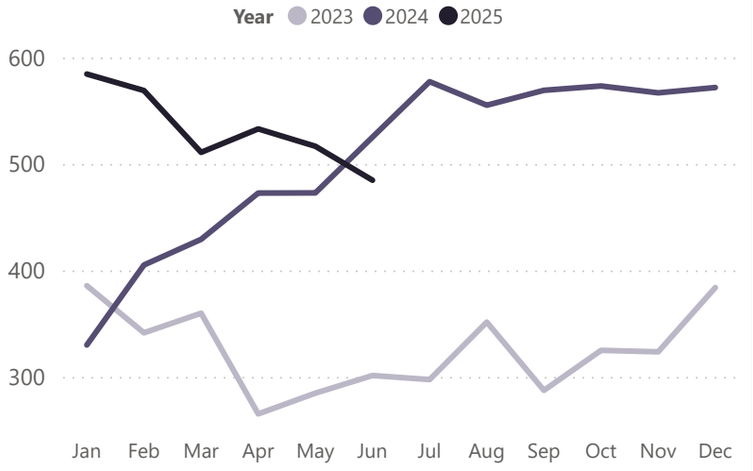
Month	2023	2024	2025
Jan	6,941	6,927	12,906
Feb	6,144	8,792	10,123
Mar	8,274	9,420	11,403
Apr	5,303	10,811	12,231
May	6,262	10,945	11,478
Jun	6,627	11,322	10,638
Jul	5,948	13,458	
Aug	8,082	13,020	
Sep	5,745	12,051	
Oct	7,147	13,736	
Nov	6,793	12,211	
Dec	7,677	12,670	
Total	**80,943**	**135,363**	**68,779**

Bus Stops (Top 10)	Pax.
Hillcrest Towers	35,359
NWA Mall	27,064
School & 19th (East)	10,819
Huntsville & Seven Hills (South)	6,562
15th at Walker Park (North)	6,532
Fayetteville Library	3,990
Mall Ave at Walmart	3,922
School at Fayetteville Library	3,675
15th at Walker Park (South)	2,755
Curtis & 15th	2,654

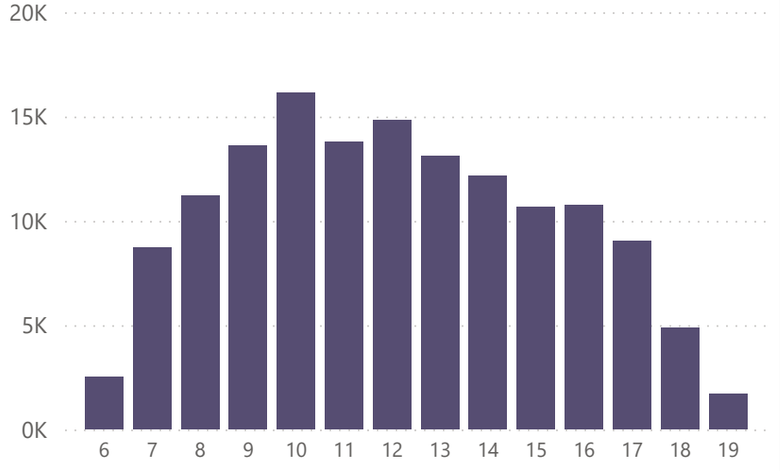
Bus Stop Boardings and Alightings



Weekday Daily Boardings



Passengers by Hour



Springdale Service Summary

Calendar Year Totals Through June 2025

Passengers
42,796
LY and YoY %Chg
40,241 6.3%

Hours
6,846
LY and YoY %Chg
7,175 -4.6%

Miles
88,779
LY and YoY %Chg
87,152 1.9%

Bikes
1119
LY and YoY %Chg
1,048 6.8%

Mobility Devices
488
LY and YoY %Chg **407**
19.9%

Fixed Route Service (Weekdays)

Route	Operating Days	Passengers	Daily Passengers	Daily Hours	Daily Miles	Daily Bikes	Daily Lift Used
61	123	18,981	154	12.9	200	5.5	1.4
62	123	12,320	100	13.3	184	2.3	0.8
Total	**123**	**31,301**	**254**	**26.2**	**384**	**7.7**	**2.2**

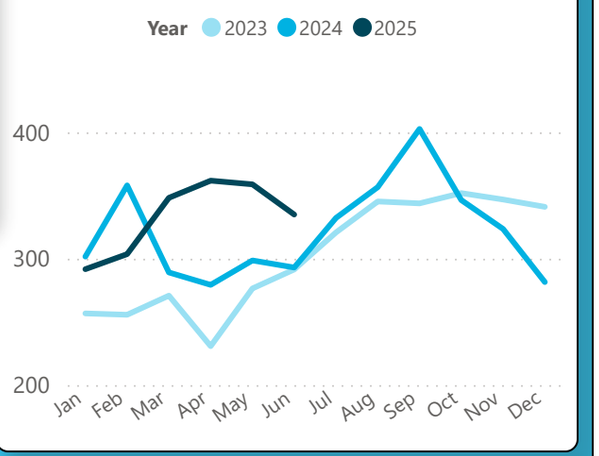
On Demand Service (Weekdays)

Route	Operating Days	Passengers	Daily Passengers	Daily Hours	Daily Miles	Daily Bikes	Daily Lift Used
S1	122	4,881	40	12.6	142	0.7	0.9
S2	122	4,941	41	12.4	153	0.6	0.6
Total	**123**	**9,822**	**80**	**24.8**	**292**	**1.3**	**1.5**

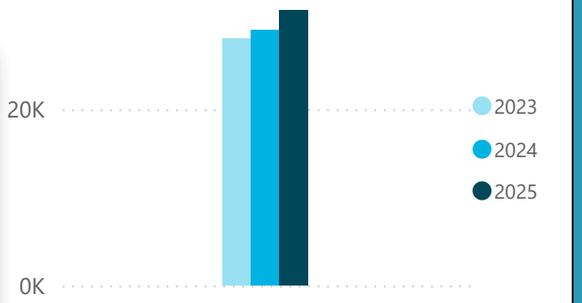
On Demand Service (Saturdays)

Route	Operating Days	Passengers	Daily Passengers	Daily Hours	Daily Miles	Daily Bikes	Daily Lift Used
S1	24	821	34	12.0	113	0.3	0.9
S2	24	852	36	11.8	121	0.2	0.7
Total	**24**	**1,673**	**70**	**23.8**	**234**	**0.5**	**1.5**

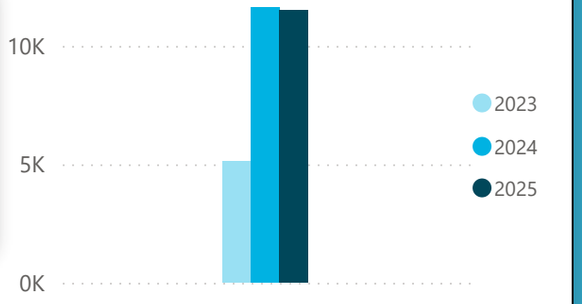
Weekday Daily Boardings



Fixed Route Passengers



On Demand Passengers



Daily Passenger Boardings

WD or WE	Weekday			Weekend		
Month	**2023**	**2024**	**2025**	**2023**	**2024**	**2025**
Jan	257	302	292		107	60
Feb	256	358	304		108	63
Mar	271	289	348		46	63
Apr	231	279	362	24	55	71
May	276	299	359	52	57	74
Jun	291	293	335	61	51	84
Jul	321	332		87	52	
Aug	345	357		83	63	
Sep	344	403		88	62	
Oct	352	346		91	48	
Nov	347	324		115	56	
Dec	341	281		106	51	

Total Passenger Boardings

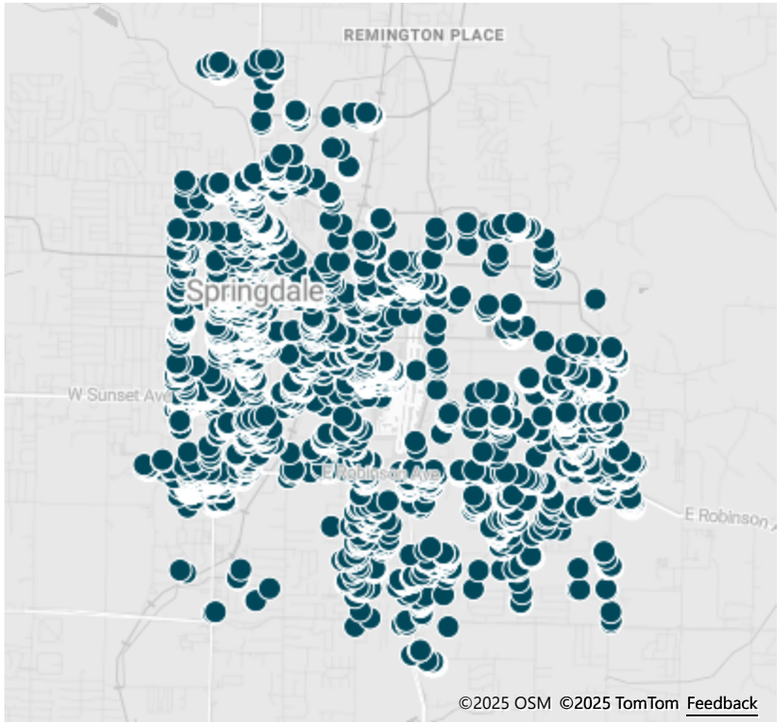
Month	2023	2024	2025
Jan	4,620	6,760	6,304
Feb	4,601	7,949	5,351
Mar	6,227	6,256	7,626
Apr	4,710	6,365	8,241
May	6,288	6,798	7,905
Jun	6,656	6,113	7,369
Jul	6,850	7,518	
Aug	8,271	8,161	
Sep	7,316	8,301	
Oct	8,106	8,157	
Nov	7,741	6,748	
Dec	7,352	6,115	
Total	**78,738**	**85,241**	**42,796**

Springdale On Demand Service

Calendar Year Totals Through June 2025

Request Status	Completed		Seat Unavailable		Unaccepted Proposal	
Weekday or Saturday	Total	Percent	Total	Percent	Total	Percent
Weekday	9,822	82%	833	7%	1,394	12%
Saturday	1,673	89%	33	2%	181	10%
Total	**11,495**	**82%**	**866**	**6%**	**1,575**	**11%**

On Demand Origin Locations



On Demand Service (Weekdays)

Route	Oper. Days	Pax.	Daily Pax.	Daily Hours	Daily Miles	Daily Bikes	Daily Lift Used
S1	122	4,881	40	12.6	142	0.7	0.9
S2	122	4,941	41	12.4	153	0.6	0.6
Total	**123**	**9,822**	**80**	**24.8**	**292**	**1.3**	**1.5**

On Demand Service (Saturdays)

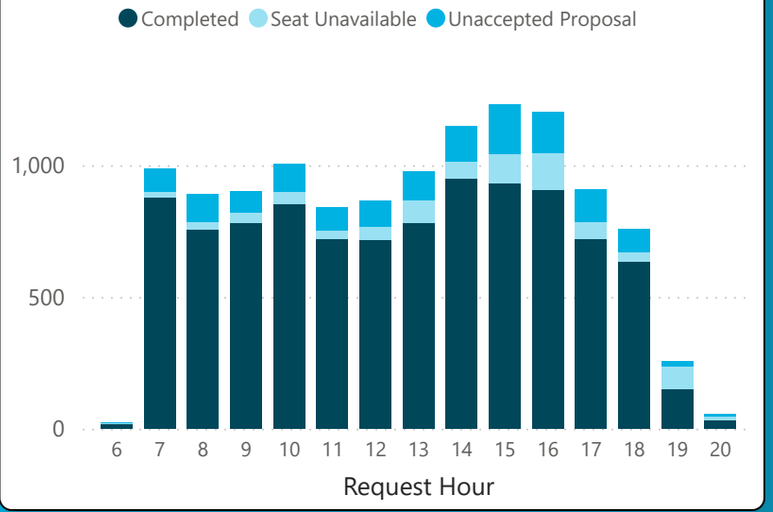
Route	Oper. Days	Pax.	Daily Pax.	Daily Hours	Daily Miles	Daily Bikes	Daily Lift Used
S1	24	821	34	12.0	113	0.3	0.9
S2	24	852	36	11.8	121	0.2	0.7
Total	**24**	**1,673**	**70**	**23.8**	**234**	**0.5**	**1.5**

456	13.0	9.7
Customers (Unique)	Avg Arrival Time (Minutes)	Avg Ride Duration (Minutes)

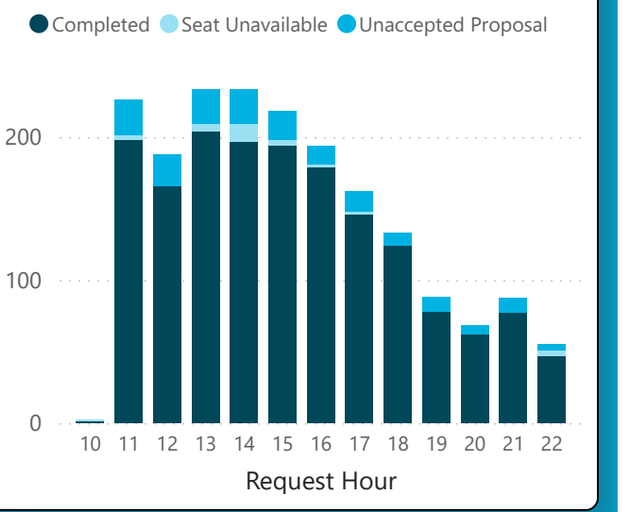
Total Passenger Boardings

Month	2023	2024	2025
Jan		2,792	1,808
Feb		2,988	1,535
Mar		1,399	2,039
Apr	816	1,422	2,110
May	1,801	1,608	2,130
Jun	2,411	1,357	1,873
Jul	2,546	1,584	
Aug	2,669	2,028	
Sep	2,425	1,846	
Oct	2,777	1,886	
Nov	2,715	1,656	
Dec	2,996	1,589	
Total	**21,156**	**22,155**	**11,495**

Weekday Requests by Hour



Saturday Requests by Hour



Springdale Fixed Route Service

Calendar Year Totals Through June 2025

Fixed Route Service (Weekdays)

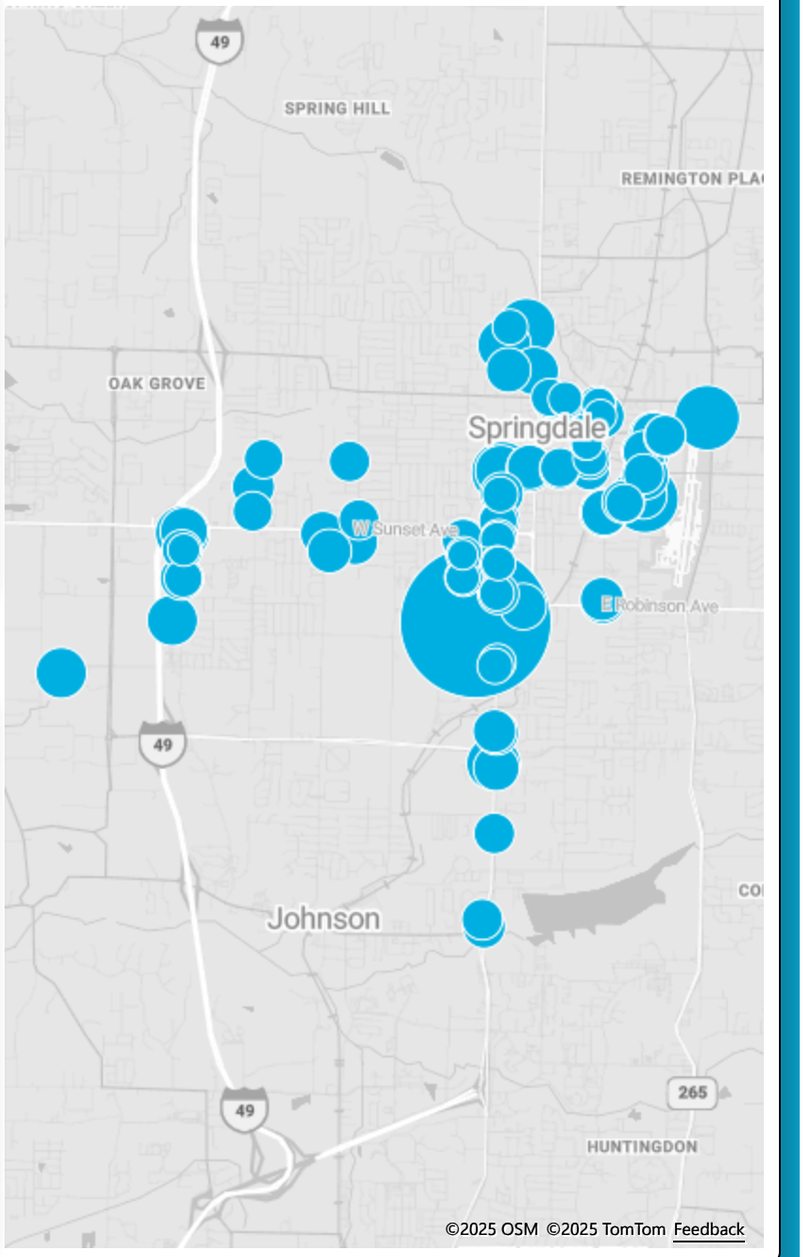
Route	Oper. Days	Pax.	Daily Pax.	Daily Hours	Daily Miles	Daily Bikes	Daily Lift Used
61	123	18,981	154	12.9	200	5.5	1.4
62	123	12,320	100	13.3	184	2.3	0.8
Total	**123**	**31,301**	**254**	**26.2**	**384**	**7.7**	**2.2**

Total Passenger Boardings

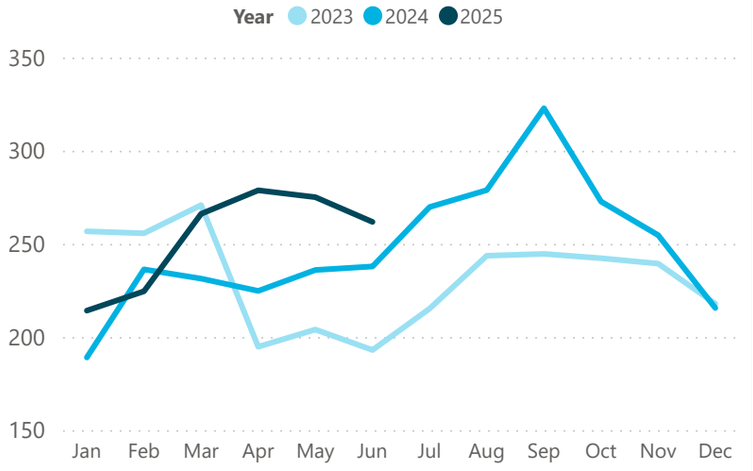
Month	2023	2024	2025
Jan	4,620	3,968	4,496
Feb	4,601	4,961	3,816
Mar	6,227	4,857	5,587
Apr	3,894	4,943	6,131
May	4,487	5,190	5,775
Jun	4,245	4,756	5,496
Jul	4,304	5,934	
Aug	5,602	6,133	
Sep	4,891	6,455	
Oct	5,329	6,271	
Nov	5,026	5,092	
Dec	4,356	4,526	
Total	**57,582**	**63,086**	**31,301**

Bus Stops (Top 10)	Pax.
Walmart Supercenter on Pleasant	22,191
Park & Caudle (East)	2,121
Jones Center	1,857
Springdale Library (East)	1,510
Backus at Harps Grocery	1,217
48th & Sunset (West)	896
Thompson & Midway (West)	873
Pleasant & Davis	820
Springdale Library (West)	665
NWACC Washington County	656

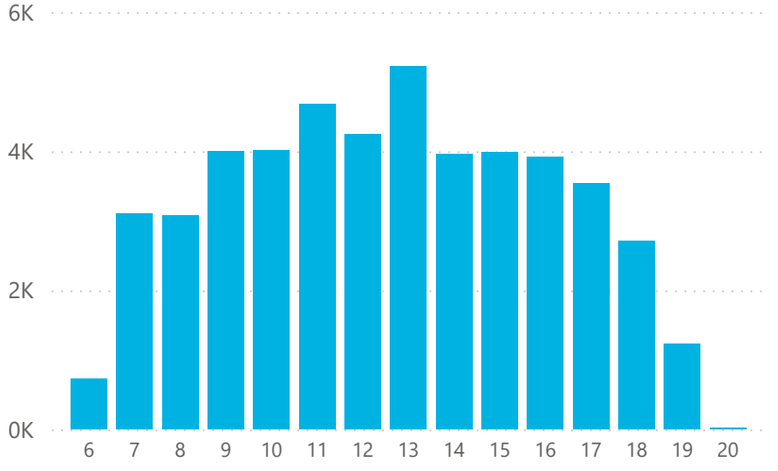
Bus Stop Boardings and Alightings



Weekday Daily Boardings



Passengers by Hour



Rogers Service Summary

Calendar Year Totals Through June 2025

Passengers
8,927
LY and YoY %Chg
9,494 -6.0%

Hours
5,811
LY and YoY %Chg
5,442 6.8%

Miles
114,789
LY and YoY %Chg
97,592 17.6%

Bikes
413
LY and YoY %Chg **256**
61.3%

Mobility Devices
97
LY and YoY %Chg **127**
-23.6%

Fixed Route Service (Weekdays)

Route	Operating Days	Passengers	Daily Passengers	Daily Hours	Daily Miles	Daily Bikes	Daily Lift Used
53	102	452	4	7.7	145	0.1	0.1
54	102	207	2	10.7	302	0.4	0.0
BRC	102	2,915	29	15.0	240	1.7	0.3
BRX	21	978	47	34.5	697	2.5	0.1
Total	**123**	**4,552**	**37**	**33.6**	**690**	**2.3**	**0.3**

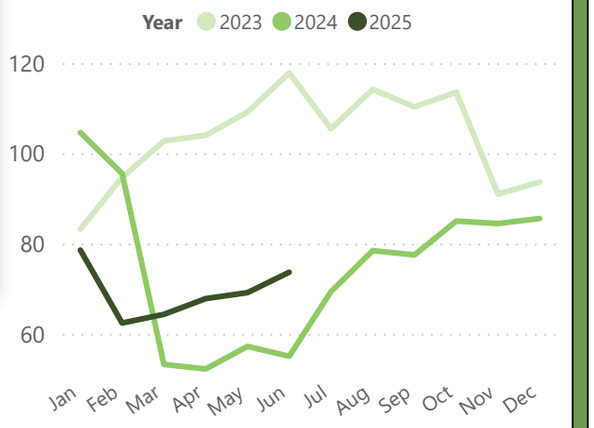
On Demand Service (Weekdays)

Route	Operating Days	Passengers	Daily Passengers	Daily Hours	Daily Miles	Daily Bikes	Daily Lift Used
R1	123	4,001	33	11.7	216	1.0	0.5
Total	**123**	**4,001**	**33**	**11.7**	**216**	**1.0**	**0.5**

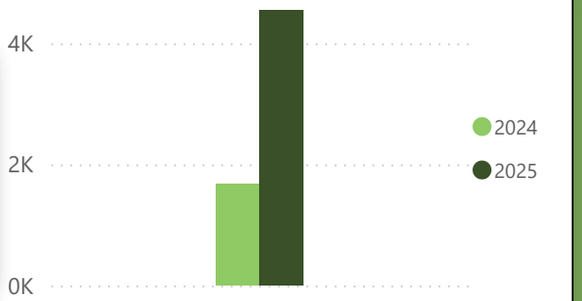
On Demand Service (Saturdays)

Route	Operating Days	Passengers	Daily Passengers	Daily Hours	Daily Miles	Daily Bikes	Daily Lift Used
R1	24	216	9	6.0	80	0.1	0.1
R2	22	158	7	3.9	68	0.3	0.0
Total	**24**	**374**	**16**	**9.6**	**143**	**0.4**	**0.1**

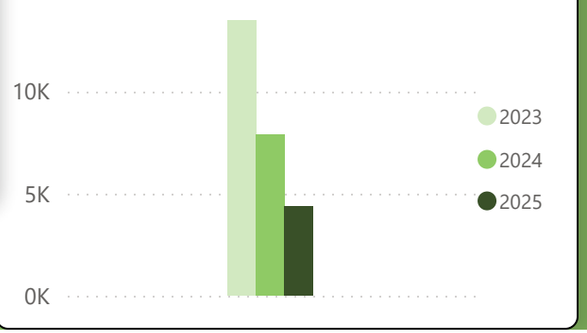
Weekday Daily Boardings



Fixed Route Passengers



On Demand Passengers



Daily Passenger Boardings

WD or WE	Weekday			Weekend		
Month	2023	2024	2025	2023	2024	2025
Jan	83	105	79	30	39	13
Feb	95	96	62	26	45	13
Mar	103	53	64	27	18	16
Apr	104	52	68	45	21	16
May	109	57	69	40	19	19
Jun	118	55	74	37	19	13
Jul	105	69		36	18	
Aug	114	78		39	15	
Sep	110	78		47	11	
Oct	114	85		36	10	
Nov	91	84		29	17	
Dec	94	86		37	16	

Total Passenger Boardings

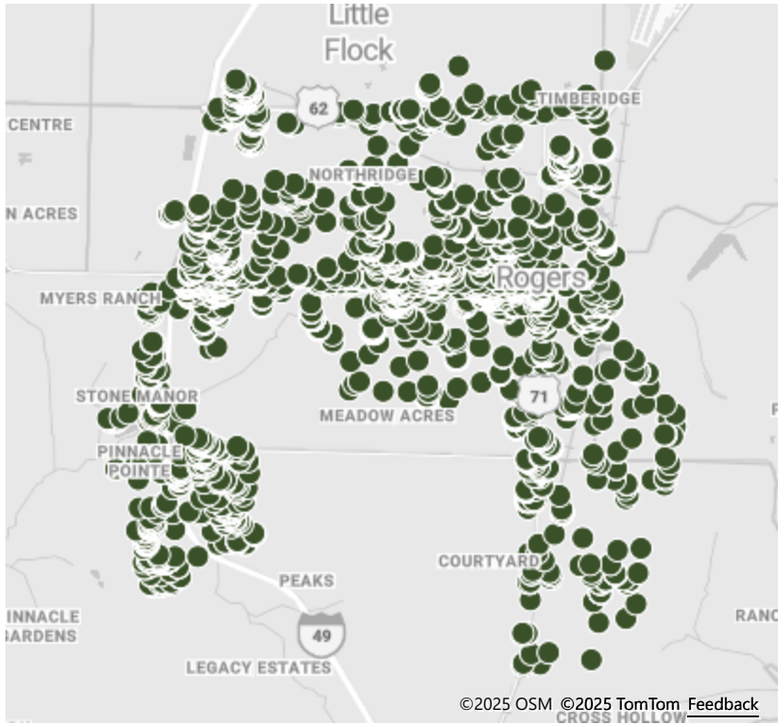
Month	2023	2024	2025
Jan	1,588	2,351	1,690
Feb	1,808	2,187	1,101
Mar	2,470	1,189	1,432
Apr	2,304	1,234	1,556
May	2,561	1,336	1,548
Jun	2,740	1,197	1,600
Jul	2,289	1,598	
Aug	2,782	1,800	
Sep	2,439	1,592	
Oct	2,641	1,996	
Nov	2,027	1,772	
Dec	2,059	1,859	
Total	**27,708**	**20,111**	**8,927**

Rogers On Demand Service

Calendar Year Totals Through June 2025

Request Status	Completed		Seat Unavailable		Unaccepted Proposal	
Weekday or Saturday	Total	Percent	Total	Percent	Total	Percent
Weekday	4,026	57%	2,431	34%	654	9%
Saturday	413	75%	50	9%	86	16%
Total	**4,439**	**58%**	**2,481**	**32%**	**740**	**10%**

On Demand Origin Locations



On Demand Service (Weekdays)

Route	Oper. Days	Pax.	Daily Pax.	Daily Hours	Daily Miles	Daily Bikes	Daily Lift Used
R1	123	4,001	33	11.7	216	1.0	0.5
Total	**123**	**4,001**	**33**	**11.7**	**216**	**1.0**	**0.5**

On Demand Service (Saturdays)

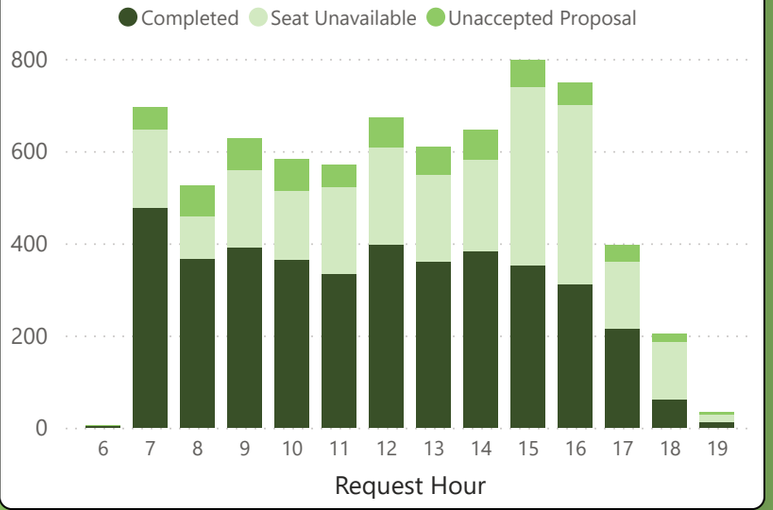
Route	Oper. Days	Pax.	Daily Pax.	Daily Hours	Daily Miles	Daily Bikes	Daily Lift Used
R1	24	216	9	6.0	80	0.1	0.1
R2	22	158	7	3.9	68	0.3	0.0
Total	**24**	**374**	**16**	**9.6**	**143**	**0.4**	**0.1**

308	20.4	12.5
Customers (Unique)	Avg Arrival Time (Minutes)	Avg Ride Duration (Minutes)

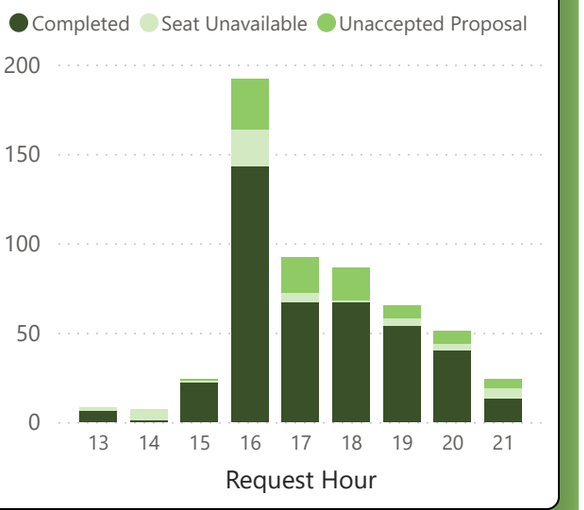
Total Passenger Boardings

Month	2023	2024	2025
Jan	1,588	2,317	712
Feb	1,808	2,164	585
Mar	2,470	1,149	758
Apr	2,304	837	784
May	2,561	743	750
Jun	2,740	658	786
Jul	2,261	795	
Aug	2,761	826	
Sep	2,414	665	
Oct	2,625	847	
Nov	1,999	825	
Dec	2,026	772	
Total	**27,557**	**12,598**	**4,375**

Weekday Requests by Hour



Saturday Requests by Hour



Rogers Fixed Route Service

Calendar Year Totals Through June 2025

Fixed Route Service (Weekdays)

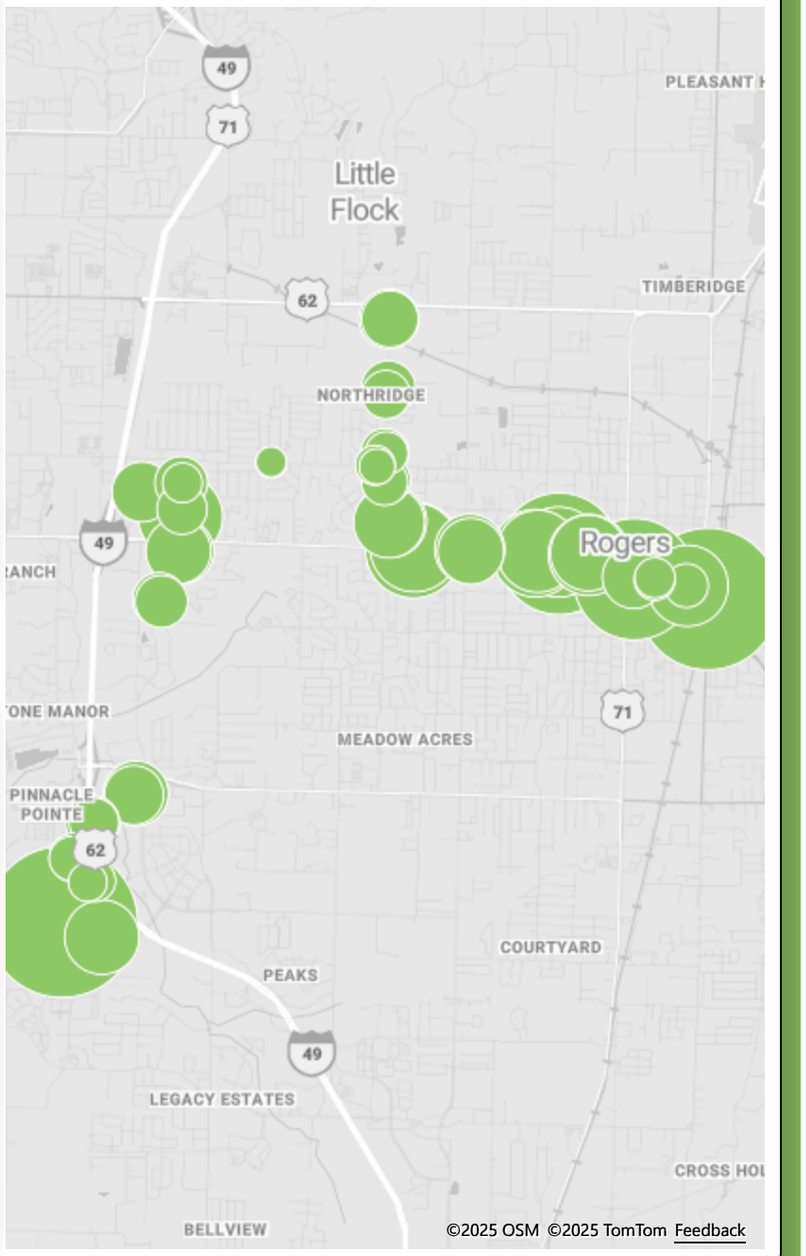
Route	Oper. Days	Pax.	Daily Pax.	Daily Hours	Daily Miles	Daily Bikes	Daily Lift Used
53	102	452	4	7.7	145	0.1	0.1
54	102	207	2	10.7	302	0.4	0.0
BRC	102	2,915	29	15.0	240	1.7	0.3
BRX	21	978	47	34.5	697	2.5	0.1
Total	**123**	**4,552**	**37**	**33.6**	**690**	**2.3**	**0.3**

Total Passenger Boardings

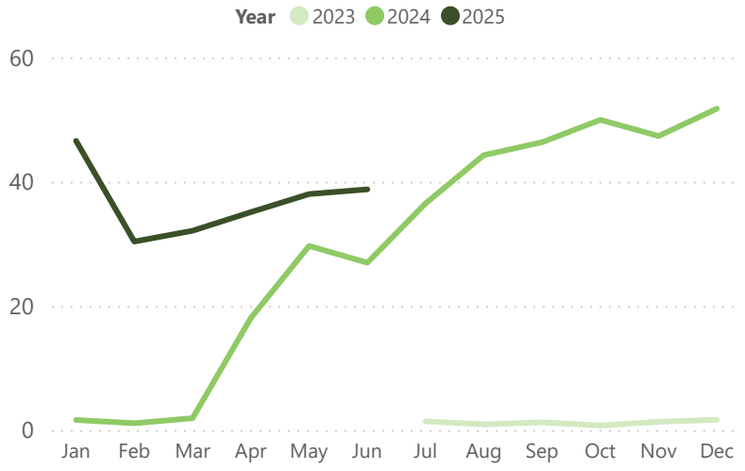
Month	2023	2024	2025
Jan		34	978
Feb		23	516
Mar		40	674
Apr		397	772
May		593	798
Jun		539	814
Jul	28	803	
Aug	21	974	
Sep	25	927	
Oct	16	1,149	
Nov	28	947	
Dec	33	1,087	
Total	**151**	**7,513**	**4,552**

Bus Stops (Top 10)	Pax.
Uptown Rogers at Hunt Tower	1,445
Butterfly Park	1,233
W Walnut St at Center for Non Profits	829
W Poplar St & S 8th St	824
W Walnut St at Walmart Supercenter	434
W Walnut St at 1200 Center	358
W Walnut St at Andy's Frozen Custard	345
W Walnut St at ALDI	328
N 40th St at Kohl's	294
W Walnut St at Locke Supply	270

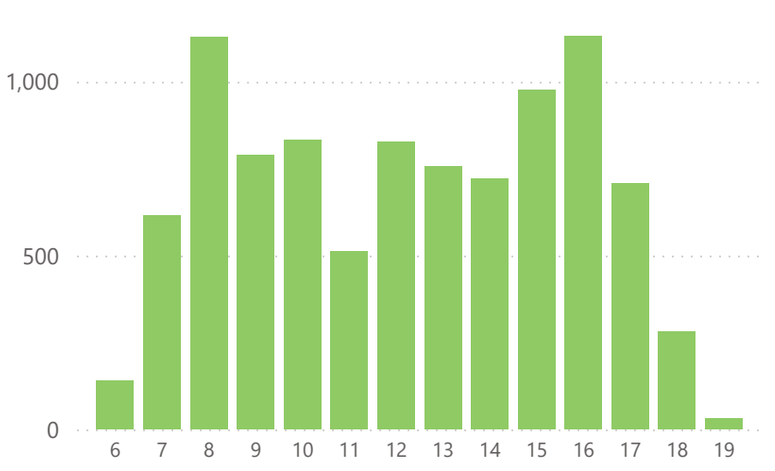
Bus Stop Boardings and Alightings



Weekday Daily Boardings



Passengers by Hour



Bentonville Service Summary

Calendar Year Totals Through June 2025

Passengers
20,208
LY and YoY %Chg
13,234 52.7%

Hours
7,896
LY and YoY %Chg
5,571 41.7%

Miles
135,718
LY and YoY %Chg
105,692 28.4%

Bikes
741
LY and YoY %Chg **303**
144.6%

Mobility Devices
185
LY and YoY %Chg **112**
65.2%

Fixed Route Service (Weekdays)

Route	Operating Days	Passengers	Daily Passengers	Daily Hours	Daily Miles	Daily Bikes	Daily Lift Used
12	53	660	12	9.9	126	0.1	0.0
13	75	1,968	26	10.0	139	0.2	0.0
14	102	1,363	13	11.9	195	0.4	0.2
53	102	736	7	4.2	78	0.2	0.1
54	102	136	1	1.2	34	0.3	0.0
BRC	102	7,101	70	20.7	332	4.8	1.2
BRX	21	1,107	53	34.5	697	5.5	0.4
Total	**123**	**13,071**	**106**	**47.8**	**788**	**5.9**	**1.4**

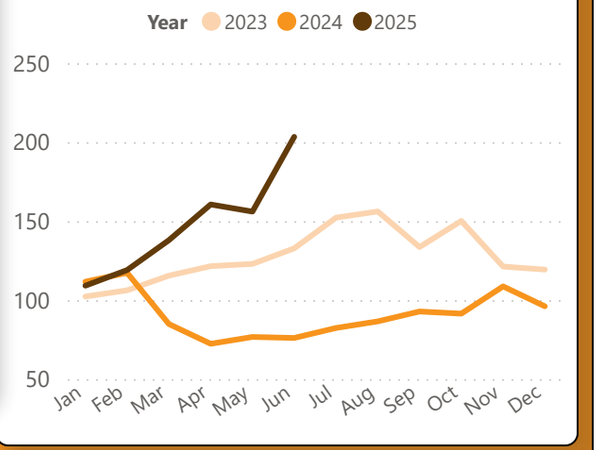
On Demand Service (Weekdays)

Route	Operating Days	Passengers	Daily Passengers	Daily Hours	Daily Miles	Daily Bikes	Daily Lift Used
B1	123	5,216	42	12.5	240	0.1	0.1
Total	**123**	**5,216**	**42**	**12.5**	**240**	**0.1**	**0.1**

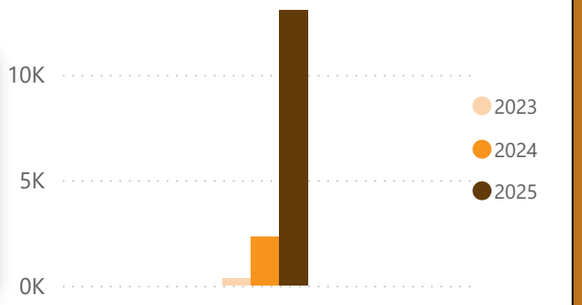
On Demand Service (Saturdays)

Route	Operating Days	Passengers	Daily Passengers	Daily Hours	Daily Miles	Daily Bikes	Daily Lift Used
B1	24	1,082	45	12.0	221	0.1	0.0
B2	24	839	35	8.0	166	0.0	0.1
Total	**24**	**1,921**	**80**	**20.0**	**387**	**0.1**	**0.1**

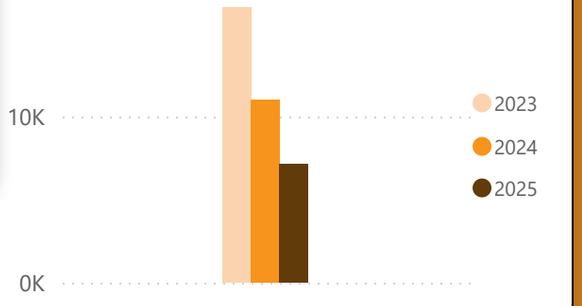
Weekday Daily Boardings



Fixed Route Passengers



On Demand Passengers



Daily Passenger Boardings

WD or WE	Weekday			Weekend		
Month	**2023**	**2024**	**2025**	**2023**	**2024**	**2025**
Jan	102	112	109	85	108	72
Feb	106	117	119	90	96	72
Mar	115	85	138	107	55	86
Apr	121	72	161	108	50	76
May	123	77	156	101	71	81
Jun	133	76	203	101	66	88
Jul	152	82		97	70	
Aug	156	87		108	66	
Sep	134	93		114	65	
Oct	150	91		95	64	
Nov	121	109		95	63	
Dec	119	96		108	77	

Total Passenger Boardings

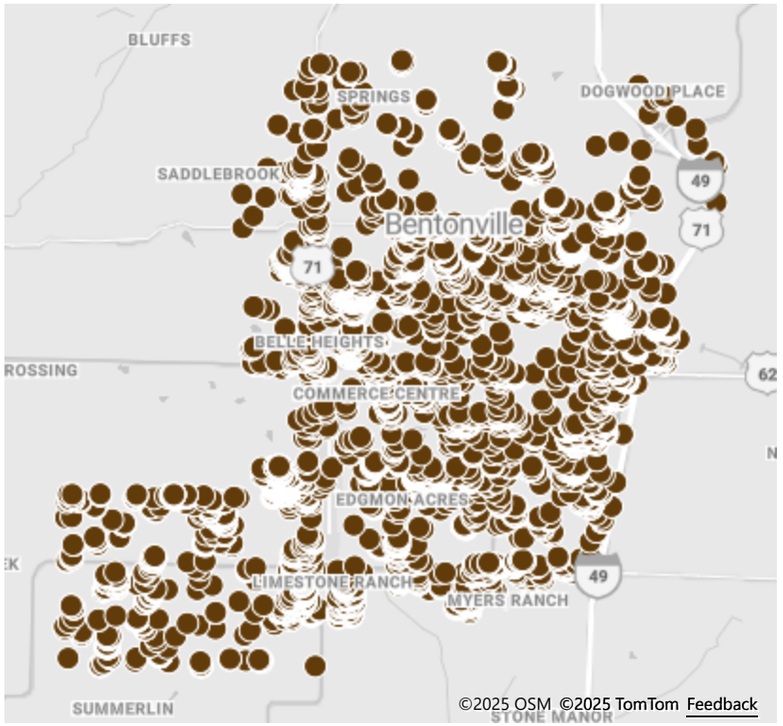
Month	2023	2024	2025
Jan	2,096	2,776	2,508
Feb	2,271	2,845	2,239
Mar	3,081	2,001	3,325
Apr	2,971	1,792	3,834
May	3,105	1,968	3,681
Jun	3,325	1,852	4,621
Jul	3,528	2,091	
Aug	4,023	2,233	
Sep	3,242	2,114	
Oct	3,683	2,357	
Nov	2,926	2,488	
Dec	2,926	2,326	
Total	**37,177**	**26,843**	**20,208**

Bentonville On Demand Service

Calendar Year Totals Through June 2025

Request Status	Completed		Seat Unavailable		Unaccepted Proposal	
Weekday or Saturday	Total	Percent	Total	Percent	Total	Percent
Weekday	5,191	31%	9,832	59%	1,681	10%
Saturday	1,882	65%	452	16%	564	19%
Total	**7,073**	**36%**	**10,284**	**52%**	**2,245**	**11%**

On Demand Origin Locations



On Demand Service (Weekdays)

Route	Oper. Days	Pax.	Daily Pax.	Daily Hours	Daily Miles	Daily Bikes	Daily Lift Used
B1	123	5,216	42	12.5	240	0.1	0.1
Total	**123**	**5,216**	**42**	**12.5**	**240**	**0.1**	**0.1**

On Demand Service (Saturdays)

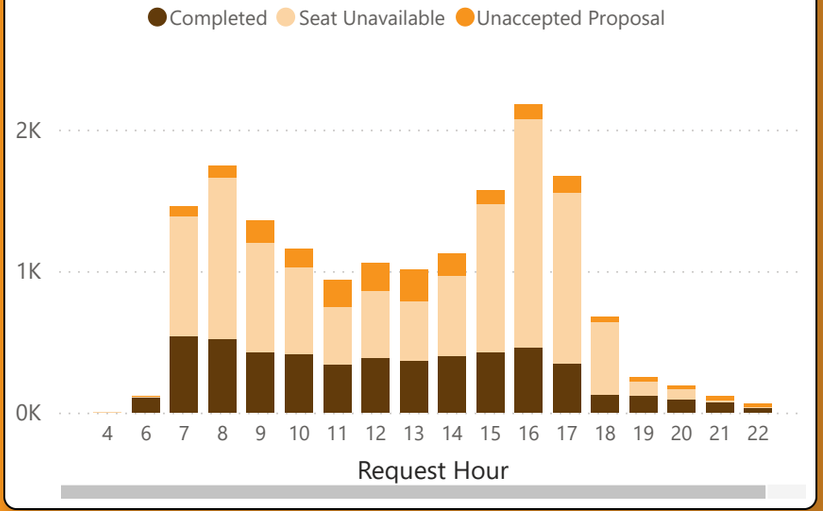
Route	Oper. Days	Pax.	Daily Pax.	Daily Hours	Daily Miles	Daily Bikes	Daily Lift Used
B1	24	1,082	45	12.0	221	0.1	0.0
B2	24	839	35	8.0	166	0.0	0.1
Total	**24**	**1,921**	**80**	**20.0**	**387**	**0.1**	**0.1**

422	23.3	14.4
Customers (Unique)	Avg Arrival Time (Minutes)	Avg Ride Duration (Minutes)

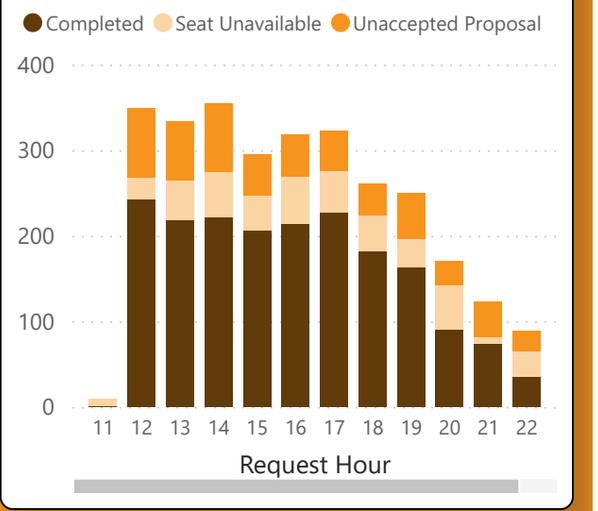
Total Passenger Boardings

Month	2023	2024	2025
Jan	2,096	2,776	1,105
Feb	2,271	2,845	933
Mar	3,081	2,001	1,357
Apr	2,971	1,082	1,254
May	3,105	1,150	1,253
Jun	2,969	1,118	1,235
Jul	2,847	1,159	
Aug	3,803	1,183	
Sep	3,242	1,077	
Oct	3,683	1,130	
Nov	2,926	1,196	
Dec	2,926	1,242	
Total	**35,920**	**17,959**	**7,137**

Weekday Requests by Hour



Saturday Requests by Hour



Bentonville Fixed Route Service

Calendar Year Totals Through June 2025

Fixed Route Service (Weekdays)

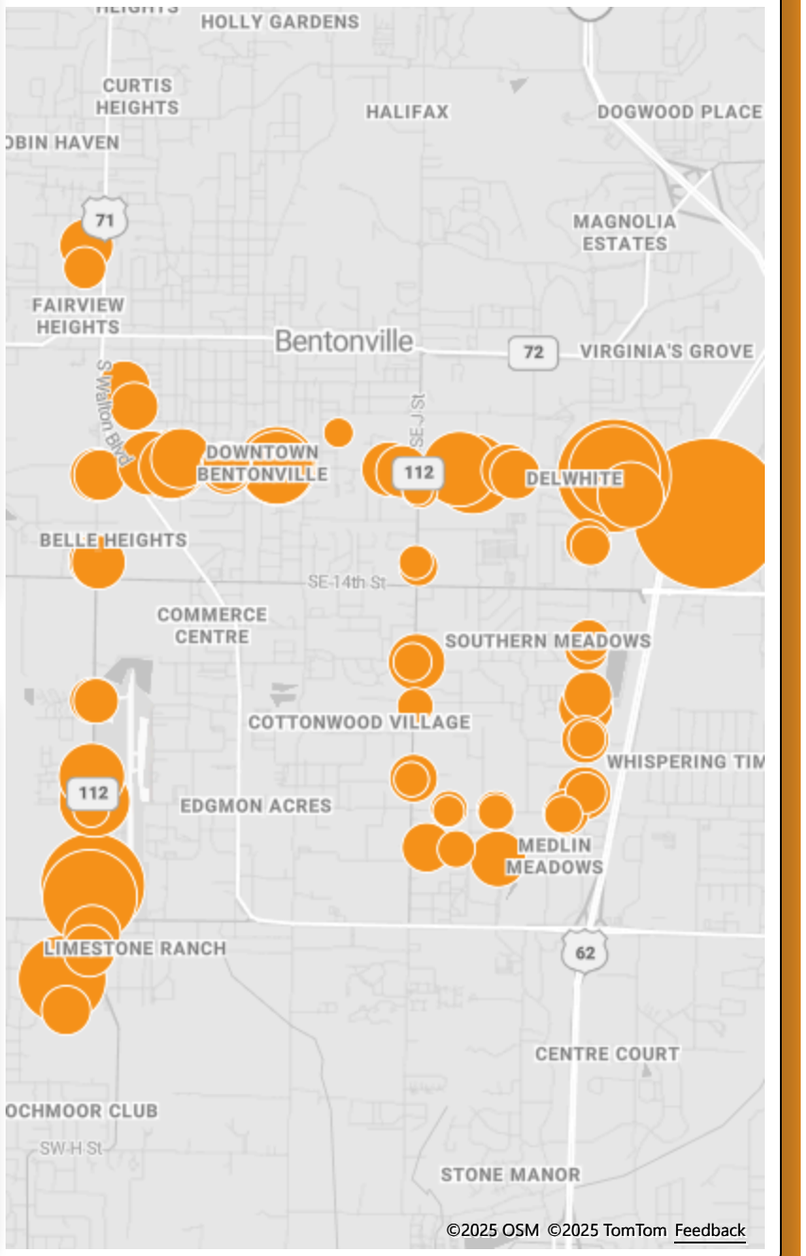
Route	Oper. Days	Pax.	Daily Pax.	Daily Hours	Daily Miles	Daily Bikes	Daily Lift Used
12	53	660	12	9.9	126	0.1	0.0
13	75	1,968	26	10.0	139	0.2	0.0
14	102	1,363	13	11.9	195	0.4	0.2
53	102	736	7	4.2	78	0.2	0.1
54	102	136	1	1.2	34	0.3	0.0
BRC	102	7,101	70	20.7	332	4.8	1.2
BRX	21	1,107	53	34.5	697	5.5	0.4
Total	**123**	**13,071**	**106**	**47.8**	**788**	**5.9**	**1.4**

Total Passenger Boardings

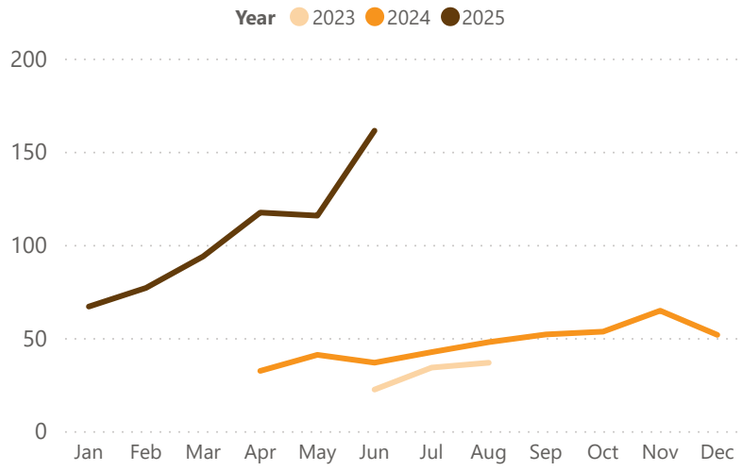
Month	2023	2024	2025
Jan			1,403
Feb			1,306
Mar			1,968
Apr		710	2,580
May		818	2,428
Jun	356	734	3,386
Jul	681	932	
Aug	220	1,050	
Sep		1,037	
Oct		1,227	
Nov		1,292	
Dec		1,084	
Total	**1,257**	**8,884**	**13,071**

Bus Stops (Top 10)	Pax.
NWACC Main Campus	5,521
SW I St at Salvation Army	2,081
DGTC - Eastbound	1,799
SW I St at Neighborhood Market	1,568
Bentonville Community Center	1,268
DGTC - Westbound	951
SE 8th St & SE A St	916
SE 8th St at David Glass Technology Center	842
SE 8th St at 8th & Plate	801
SE 8th St at Welcome Center	764

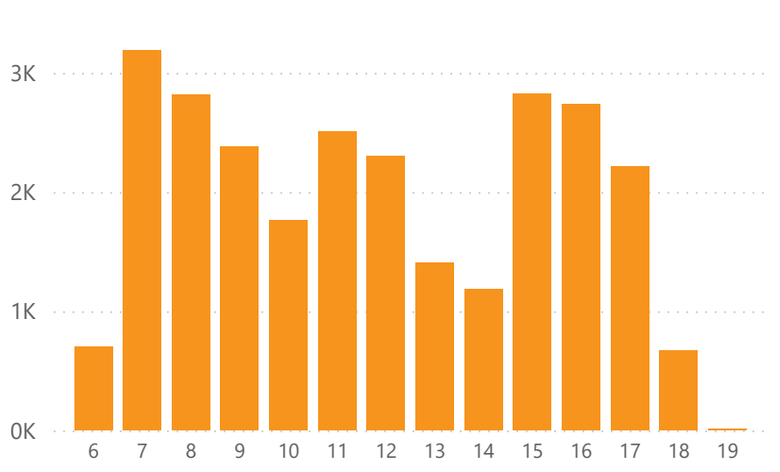
Bus Stop Boardings and Alightings



Weekday Daily Boardings



Passengers by Hour



490 NWACC Express Service Summary

Calendar Year Totals Through June 2025

Passengers
3,931
LY and YoY %Chg
3,119 26.0%

Hours
980
LY and YoY %Chg
1,012 -3.2%

Miles
30,181
LY and YoY %Chg
30,774 -1.9%

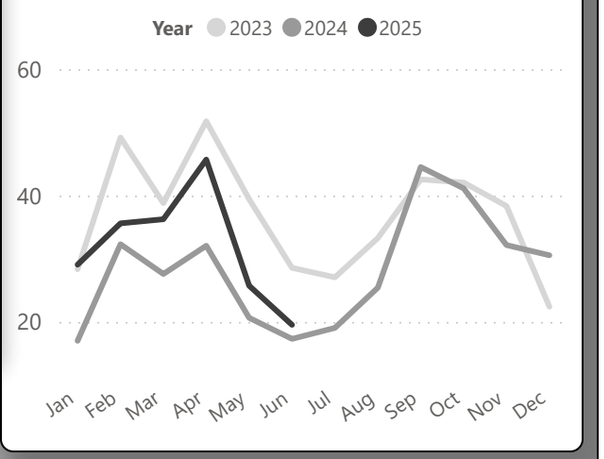
Bikes
267
LY and YoY %Chg **356**
-25.0%

Mobility Devices
61
LY and YoY %Chg **14**
335.7%

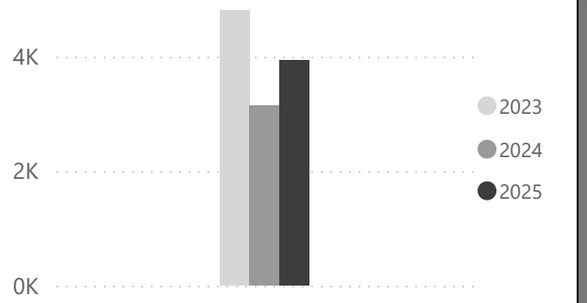
Fixed Route Service (Weekdays)

Route	Operating Days	Passengers	Daily Passengers	Daily Hours	Daily Miles	Daily Bikes	Daily Lift Used
490	123	3,931	32	8.0	245	2.2	0.5
Total	**123**	**3,931**	**32**	**8.0**	**245**	**2.2**	**0.5**

Weekday Daily Boardings



Fixed Route Passengers



Daily Passenger Boardings

WD or WE	Weekday		
Month	**2023**	**2024**	**2025**
Jan	28	17	29
Feb	49	32	36
Mar	39	28	36
Apr	52	32	46
May	39	21	26
Jun	29	17	20
Jul	27	19	
Aug	33	25	
Sep	43	45	
Oct	42	41	
Nov	38	32	
Dec	22	31	

Total Passenger Boardings

Month	2023	2024	2025
Jan	510	357	610
Feb	885	678	605
Mar	892	579	761
Apr	1,035	705	1,005
May	867	454	540
Jun	628	346	410
Jul	541	419	
Aug	765	559	
Sep	851	890	
Oct	925	946	
Nov	805	643	
Dec	448	458	
Total	**9,152**	**7,034**	**3,931**

2025 Bus Stop Activity

Route

- [x] Select all
- [x] Route 10
- [x] Route 12
- [x] Route 13
- [x] Route 14
- [x] Route 20
- [x] Route 490
- [x] Route 53
- [x] Route 54
- [x] Route 61
- [x] Route 62
- [x] Route BRC
- [x] Route BRX

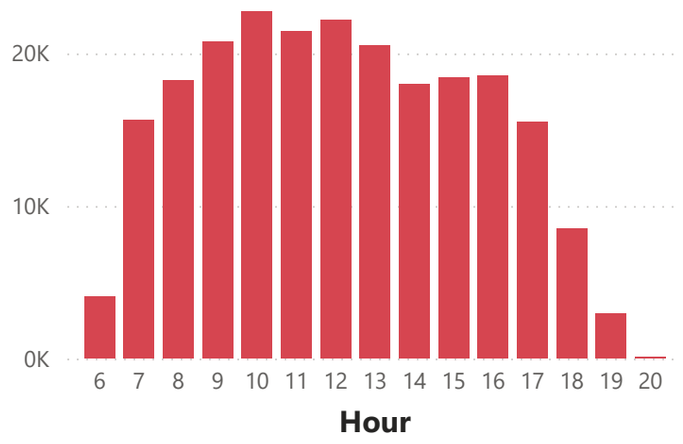
- [x] Alighting
- [x] Boarding

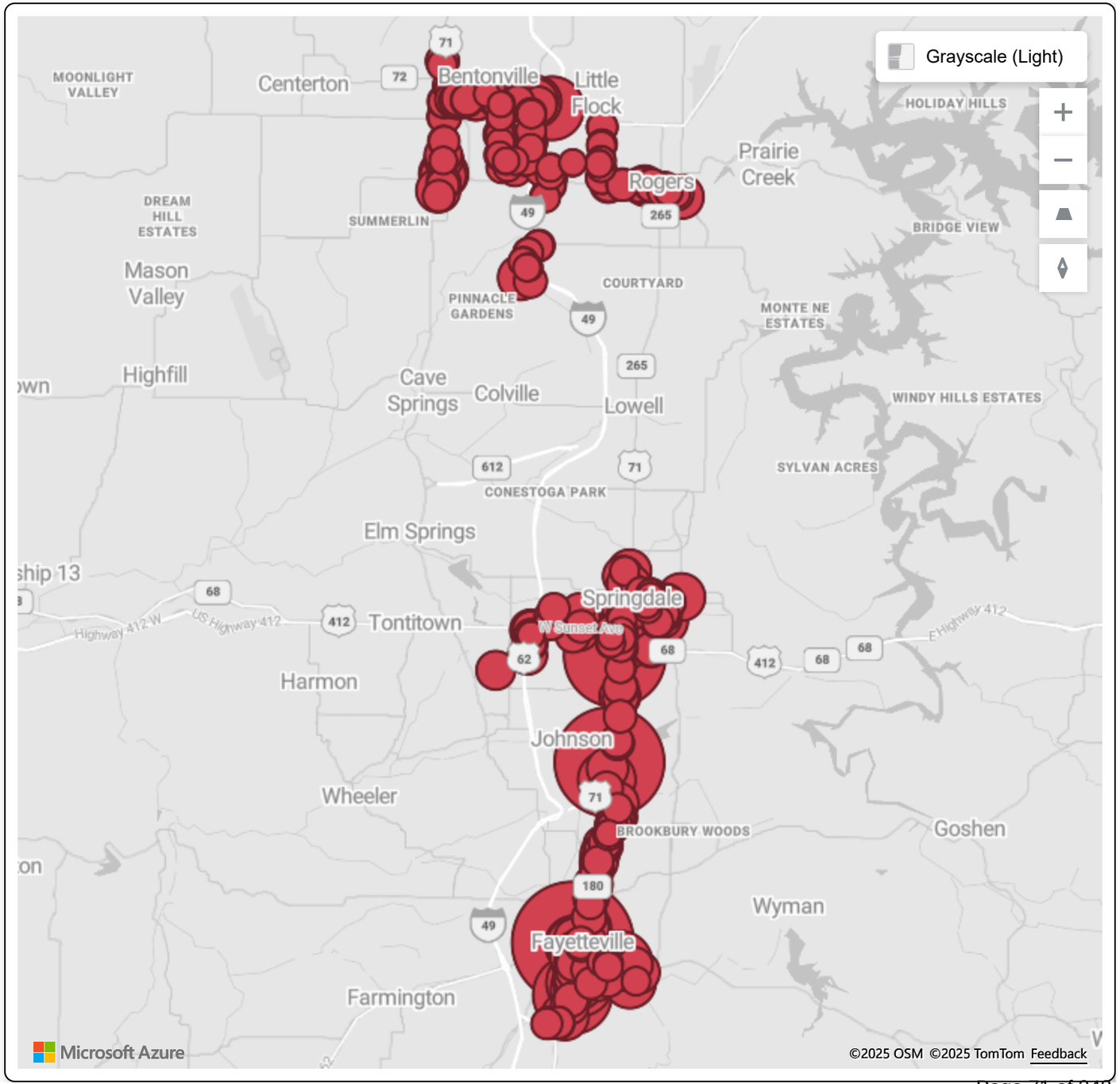
Bus Stops (Top 10)	Passengers
Hillcrest Towers	35,359
NWA Mall	27,064
Walmart Supercenter on Pleasant	22,191
School & 19th (East)	10,819
Huntsville & Seven Hills (South)	6,562
15th at Walker Park (North)	6,532
NWACC Main Campus	5,521
Fayetteville Library	3,990
Mall Ave at Walmart	3,922
School at Fayetteville Library	3,675

Month

- [x] Select all
- [x] January
- [x] February
- [x] March
- [x] April
- [x] May
- [x] June
- [x] July
- [x] August
- [x] September
- [x] October
- [x] November
- [x] December

Passengers by Hour





Bentonville Service Summary

Calendar Year Totals Through June 2025

Passengers
20,208
LY and YoY %Chg
13,234 52.7%

Hours
7,896
LY and YoY %Chg
5,571 41.7%

Miles
135,718
LY and YoY %Chg
105,692 28.4%

Bikes
741
LY and YoY %Chg **303**
144.6%

Mobility Devices
185
LY and YoY %Chg **112**
65.2%

Fixed Route Service (Weekdays)

Route	Operating Days	Passengers	Daily Passengers	Daily Hours	Daily Miles	Daily Bikes	Daily Lift Used
12	53	660	12	9.9	126	0.1	0.0
13	75	1,968	26	10.0	139	0.2	0.0
14	102	1,363	13	11.9	195	0.4	0.2
53	102	736	7	4.2	78	0.2	0.1
54	102	136	1	1.2	34	0.3	0.0
BRC	102	7,101	70	20.7	332	4.8	1.2
BRX	21	1,107	53	34.5	697	5.5	0.4
Total	**123**	**13,071**	**106**	**47.8**	**788**	**5.9**	**1.4**

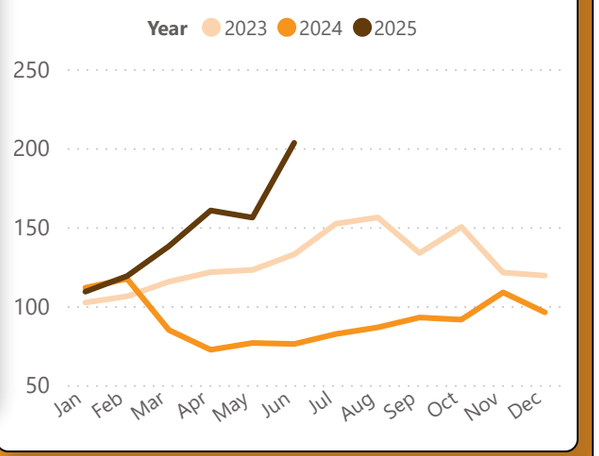
On Demand Service (Weekdays)

Route	Operating Days	Passengers	Daily Passengers	Daily Hours	Daily Miles	Daily Bikes	Daily Lift Used
B1	123	5,216	42	12.5	240	0.1	0.1
Total	**123**	**5,216**	**42**	**12.5**	**240**	**0.1**	**0.1**

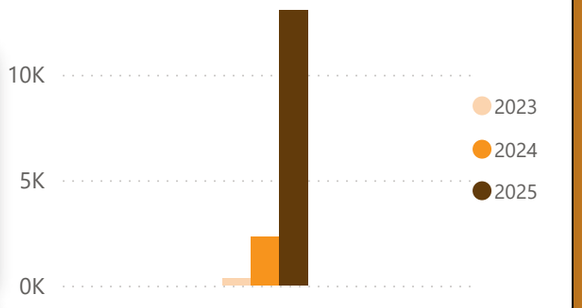
On Demand Service (Saturdays)

Route	Operating Days	Passengers	Daily Passengers	Daily Hours	Daily Miles	Daily Bikes	Daily Lift Used
B1	24	1,082	45	12.0	221	0.1	0.0
B2	24	839	35	8.0	166	0.0	0.1
Total	**24**	**1,921**	**80**	**20.0**	**387**	**0.1**	**0.1**

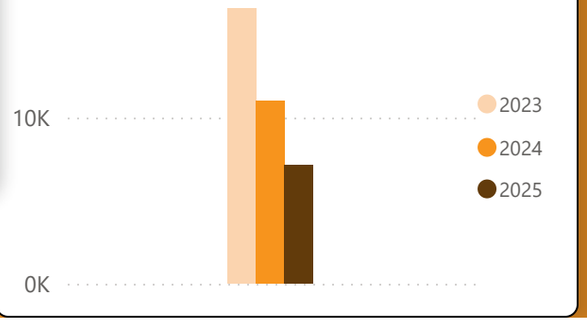
Weekday Daily Boardings



Fixed Route Passengers



On Demand Passengers



Daily Passenger Boardings

WD or WE	Weekday			Weekend		
Month	**2023**	**2024**	**2025**	**2023**	**2024**	**2025**
Jan	102	112	109	85	108	72
Feb	106	117	119	90	96	72
Mar	115	85	138	107	55	86
Apr	121	72	161	108	50	76
May	123	77	156	101	71	81
Jun	133	76	203	101	66	88
Jul	152	82		97	70	
Aug	156	87		108	66	
Sep	134	93		114	65	
Oct	150	91		95	64	
Nov	121	109		95	63	
Dec	119	96		108	77	

Total Passenger Boardings

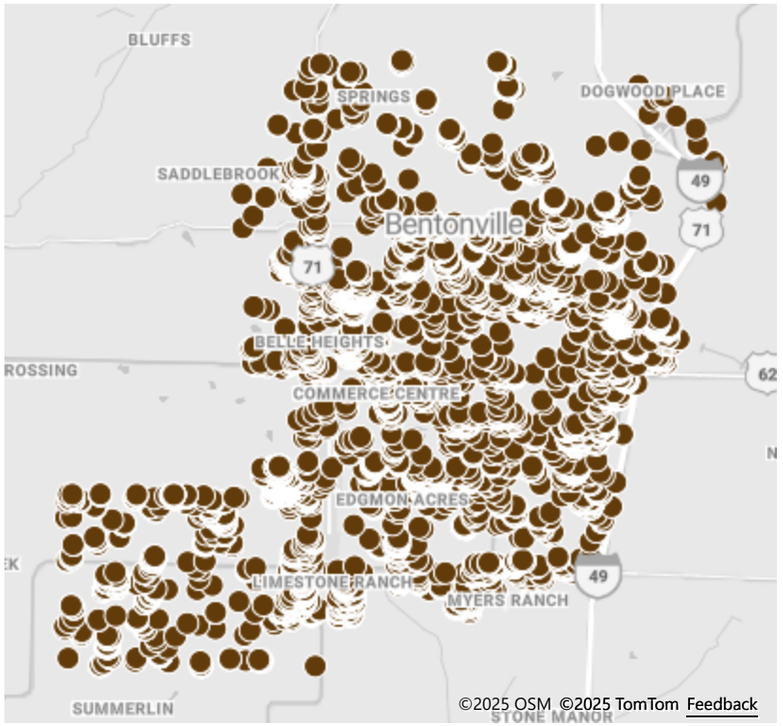
Month	2023	2024	2025
Jan	2,096	2,776	2,508
Feb	2,271	2,845	2,239
Mar	3,081	2,001	3,325
Apr	2,971	1,792	3,834
May	3,105	1,968	3,681
Jun	3,325	1,852	4,621
Jul	3,528	2,091	
Aug	4,023	2,233	
Sep	3,242	2,114	
Oct	3,683	2,357	
Nov	2,926	2,488	
Dec	2,926	2,326	
Total	**37,177**	**26,843**	**20,208**

Bentonville On Demand Service

Calendar Year Totals Through June 2025

Request Status	Completed		Seat Unavailable		Unaccepted Proposal	
Weekday or Saturday	Total	Percent	Total	Percent	Total	Percent
Weekday	5,191	31%	9,832	59%	1,681	10%
Saturday	1,882	65%	452	16%	564	19%
Total	**7,073**	**36%**	**10,284**	**52%**	**2,245**	**11%**

On Demand Origin Locations



On Demand Service (Weekdays)

Route	Oper. Days	Pax.	Daily Pax.	Daily Hours	Daily Miles	Daily Bikes	Daily Lift Used
B1	123	5,216	42	12.5	240	0.1	0.1
Total	**123**	**5,216**	**42**	**12.5**	**240**	**0.1**	**0.1**

On Demand Service (Saturdays)

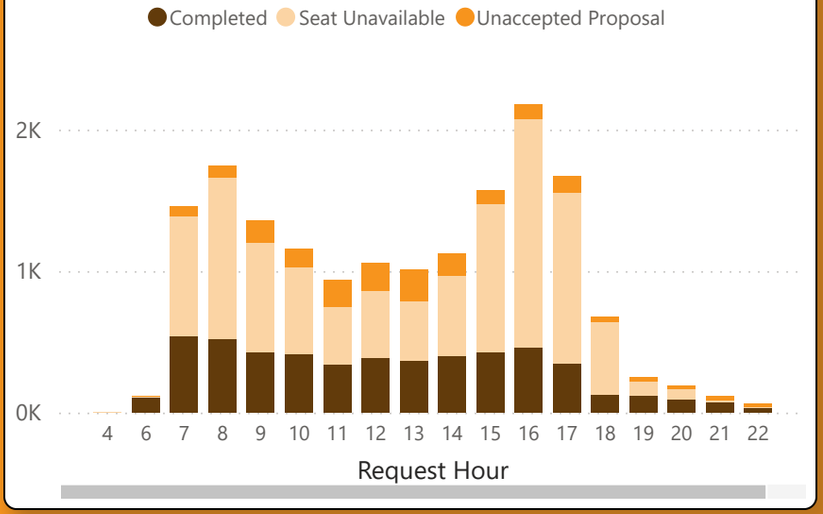
Route	Oper. Days	Pax.	Daily Pax.	Daily Hours	Daily Miles	Daily Bikes	Daily Lift Used
B1	24	1,082	45	12.0	221	0.1	0.0
B2	24	839	35	8.0	166	0.0	0.1
Total	**24**	**1,921**	**80**	**20.0**	**387**	**0.1**	**0.1**

422	23.3	14.4
Customers (Unique)	Avg Arrival Time (Minutes)	Avg Ride Duration (Minutes)

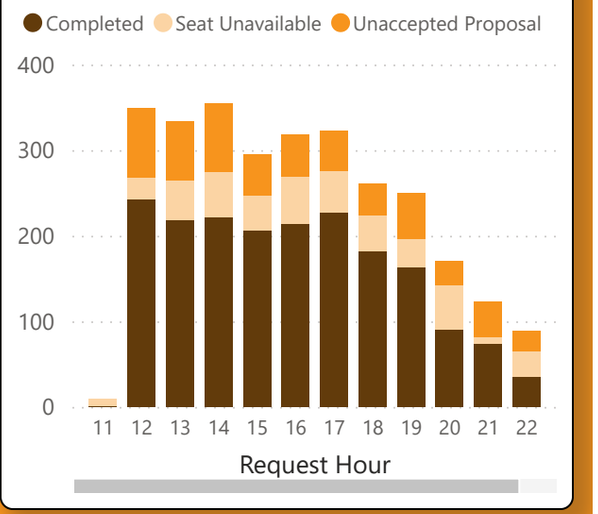
Total Passenger Boardings

Month	2023	2024	2025
Jan	2,096	2,776	1,105
Feb	2,271	2,845	933
Mar	3,081	2,001	1,357
Apr	2,971	1,082	1,254
May	3,105	1,150	1,253
Jun	2,969	1,118	1,235
Jul	2,847	1,159	
Aug	3,803	1,183	
Sep	3,242	1,077	
Oct	3,683	1,130	
Nov	2,926	1,196	
Dec	2,926	1,242	
Total	**35,920**	**17,959**	**7,137**

Weekday Requests by Hour



Saturday Requests by Hour



Bentonville Fixed Route Service

Calendar Year Totals Through June 2025

Fixed Route Service (Weekdays)

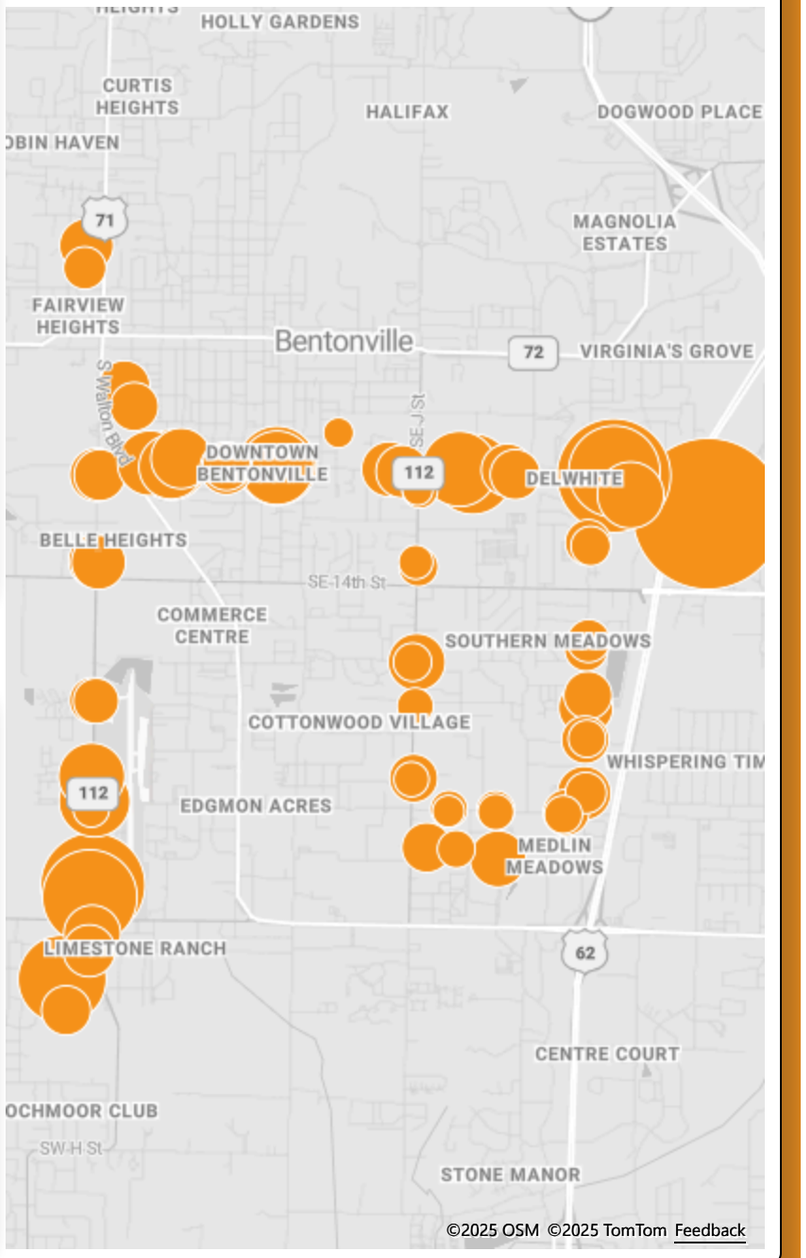
Route	Oper. Days	Pax.	Daily Pax.	Daily Hours	Daily Miles	Daily Bikes	Daily Lift Used
12	53	660	12	9.9	126	0.1	0.0
13	75	1,968	26	10.0	139	0.2	0.0
14	102	1,363	13	11.9	195	0.4	0.2
53	102	736	7	4.2	78	0.2	0.1
54	102	136	1	1.2	34	0.3	0.0
BRC	102	7,101	70	20.7	332	4.8	1.2
BRX	21	1,107	53	34.5	697	5.5	0.4
Total	**123**	**13,071**	**106**	**47.8**	**788**	**5.9**	**1.4**

Total Passenger Boardings

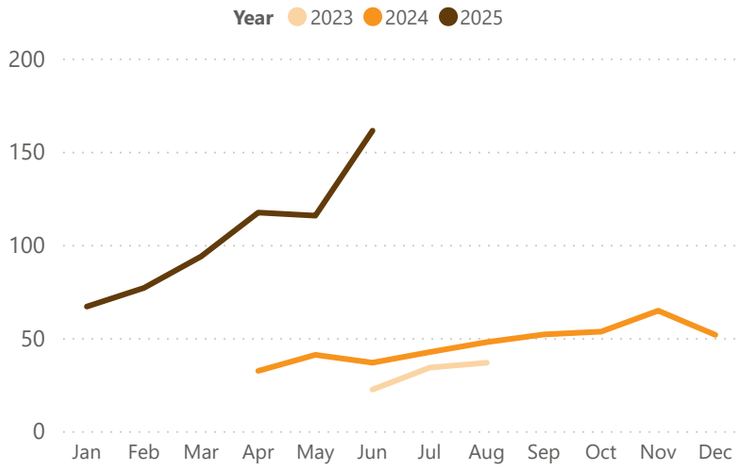
Month	2023	2024	2025
Jan			1,403
Feb			1,306
Mar			1,968
Apr		710	2,580
May		818	2,428
Jun	356	734	3,386
Jul	681	932	
Aug	220	1,050	
Sep		1,037	
Oct		1,227	
Nov		1,292	
Dec		1,084	
Total	**1,257**	**8,884**	**13,071**

Bus Stops (Top 10)	Pax.
NWACC Main Campus	5,521
SW I St at Salvation Army	2,081
DGTC - Eastbound	1,799
SW I St at Neighborhood Market	1,568
Bentonville Community Center	1,268
DGTC - Westbound	951
SE 8th St & SE A St	916
SE 8th St at David Glass Technology Center	842
SE 8th St at 8th & Plate	801
SE 8th St at Welcome Center	764

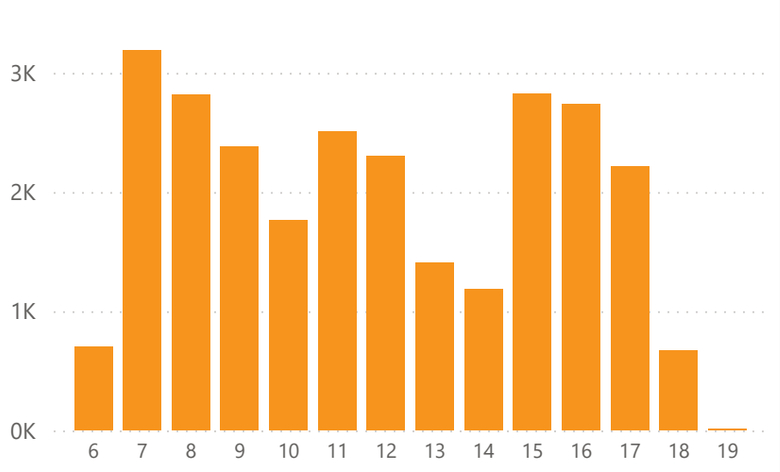
Bus Stop Boardings and Alightings



Weekday Daily Boardings



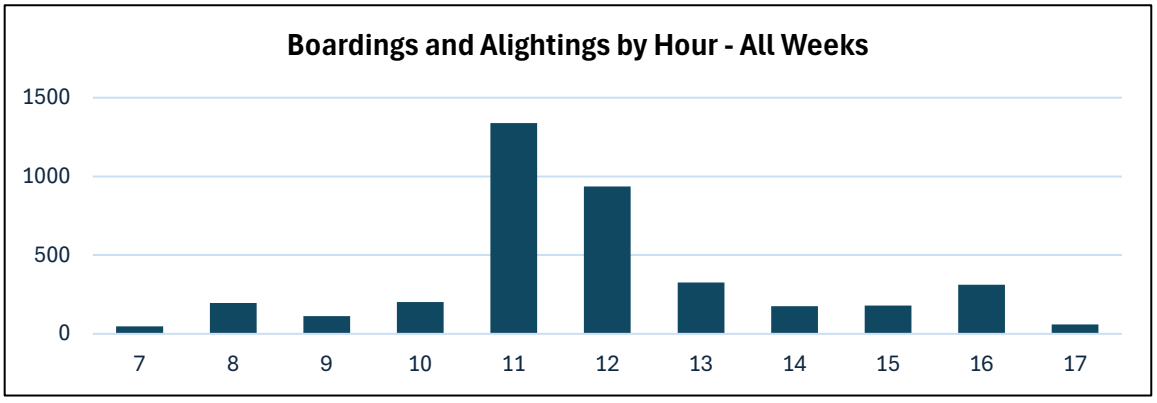
Passengers by Hour

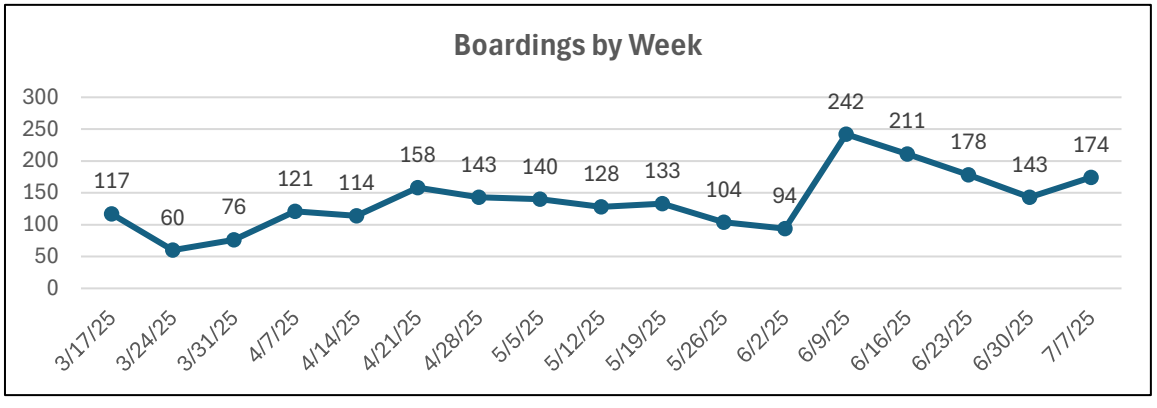


Route 13 Weekly Ridership Summary

Date	Passengers	Service Hours
7/7/25	24	11.5
7/8/25	42	11.5
7/9/25	48	11.5
7/10/25	42	11.5
7/11/25	18	11.5
Total	**174**	**57.5**

Bus Stop	Boardings & Alightings
David Glass Tech Center	94
Walmart Home Office Lobby	60
SE 8th St at 8th Street Market	56
SE 8th St at Parking Deck C	39
SE 8th St at 8th & Plate	29
SW E St & SW 8th St	15
SE 8th St & SE Integrity Dr	14
DGTC - Eastbound	10
SW 8th St at 608 Bldg	8
SE 8th St at Welcome Center	6
SE 8th St & SE A St	5
SE 8th St at Thaden School	4
DGTC - Westbound	3
SW 8th St & SW B St	3
SW 8th St at Bentonville Merchant	2





City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	8/12/2025	**Submitted By:**	Shelli Kerr
Phone:		**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** ☐ **Appointment**

Title, Recommendation & Justification

Title:	Public Art Complaint Resolution
Action Recommendation & Justification:	City Council final determination on public art piece All Biker(s) Welcome. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	The public art complaint process is codified in Section 2-533(m) of the City of Bentonville Municipal Code. Each step of subsection (m) has been exercised and the issue remains unresolved. This leaves City Council with the final decision of whether the work of art shall be removed, relocated, relabeled, or otherwise modified. A meeting between the artist and complainants was held July 29th. Please see the mediators report.
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):

Mediation Report: "All Biker(s) Welcome" Mural
Bentonville City Hall
July 29, 2025

Mediation Starting Time: 2:30 p.m.
Mediation Completion: 4:35 p.m.
Debriefing Period with Mayor Stephanie Orman: 4:35-5:15 p.m.

Beginning at 2:30 p.m. the mediation started. There were a total of ___ attendees. All attendees were given both a one page agenda and a brief mediation agreement that highlighted the primary goals and objectives of the mediation process.

Both parties were given the opportunity of providing a "position statement" of up to 15 minutes detailing their perspective(s) of the dispute. Both groups were respectful of each other and asked follow-up questions.

After both groups provided their respective position statements, each group met with the mediator (Kevin Brady) separately.

The following is an overview of the discussions involved with both groups.

Page (Artist):

In our discussions, Page indicated that her primary purpose in creating the mural was to create a sense of "belonging for all" in her art. Additionally, she mentioned that she wanted the mural to evoke feelings of "inclusion and belonging."

The artist said that she was very "confused" by the group's argument that the images on the mural advocated transgender rights. She further indicated that the images on the mural were not that of a "trans flag." The artist indicated that she recognized that the mural was public art and to be enjoyed by everyone. She was neither trying to specifically recognize any specific group or have any other group feel left out. The message of the mural is about welcoming everyone and engaging in joyful community.

The artist shared that over 80 people ultimately helped create the mural. Additionally, the artist shared that she had received encouragement and approval about the mural from Bentonville residents as well as those across the state who have seen it.

Religious Group (made up of __ Bentonville residents)

At the start of the mediation, I indicated to this group that it is not common to record the mediation sessions. They indicated that they felt more comfortable recording our discussions on their cell phones without any public officials present. Since this was classified as an "informal" mediation, I agreed to allow the recording of the position statements portion of the mediation but

did not want them recording the portion of the mediation where we were meeting privately without the artist present. They agreed to this compromise.

The group's primary opposition to the mural was based on the use of "taxpayer monies being used for ideological purposes." The group further elaborated that there was clear "transgender messaging" through the use of symbols in the mural, including but not limited to the visual depiction of a transgender flag. According to the group, even the use of the statement "all bikers welcome" was aligned with language used by those in the transgender community. The group indicated that since this mural was in a public location, the messaging in the mural should be non-ideological. Instead, according to the group, the imagery found in the mural advances transgender ideology. It is unfair that public dollars are being used to advance one ideology over others or having an ideology presented in a public place to those to disagree with transgender beliefs and goals.

In my separate meetings with both groups, I specifically asked if they had ideas or opinions concerning potential solutions to the ongoing dispute surrounding the "All Biker(s) Welcome" mural. The artist did not offer any solutions. Instead, her position was that she already made suggested changes to the mural. If she made additional changes to the mural, she would be sending the message that certain groups are not welcome and that is something she is not comfortable doing.

After some discussion, the religious group did offer the mediator a potential solution to the issue. The group spokesperson said, "if she changes one of the colors in the flag to any other color, we would accept that change." The mediator asked for clarification on this fact and the spokesperson confirmed that if the artist changed one of the colors on the existing two flag images on the mural, they would accept this. The spokesperson indicated that this is not a perfect solution to the dispute but a suggested comprise. After receiving this statement, I requested to meet privately with the artist to discuss this possible solution with her. When presented with this potential solution, she declined. Her (Page's) position was that making further changes to the mural would only reinforce the perception that the mural is not, in fact, welcoming to everyone. Instead, this change would communicate that certain groups were not welcome. After some follow-up discussions, the artist indicated that she did not plan to make any more modifications and/or changes to the existing mural. She further indicated that she felt that possibly removing the mural would cause more harm than good.

Mediation Outcome:

While a potential solution to the disagreement was offered by one party (the religion group), it was not accepted by the other complainant (Artist). Therefore, the mediation reached an impasse and an agreement or compromise to the disagreement was not reached. Both groups were

respectful of each other's opinions and the consistent tone of the meetings between both groups was cordial.

Additional comments:

One of the groups mentioned what are the "next steps" in the process after the mediation. The mediator indicated that the issue will likely go before the city council.

Additionally, one of the members of the religious group asked the mediator, "Who is paying who?"

Sec 2-553 Displays Of Art On City-Owned Property

a) *Approval*. All requests to display artwork on city maintained property shall be approved by the Bentonville City Council, the public art advisory committee and if required, the parks and recreation advisory board and/or other city boards and commissions.
b) *Insurance*.
    1) *Temporary works of art*. The city is self-insured and does not insure temporary artwork displayed on city maintained property. The artist who loans temporary artwork for display on city maintained property shall bear the risk of loss from damage, destruction, or theft of the artwork while it is in the care of the City of Bentonville. The artist shall agree in writing to assume sole liability or responsibility for loss, damage, or theft of the artwork.
    2) *Permanent works of art*. Insurance details relating to permanent works of art shall be outlined in the contract agreement.
c) *Assumption of risk and public safety*. Display of artwork shall not create an unnecessary safety hazard to the public or city employees and shall be displayed in a manner that does not unreasonably impede traffic or interfere with public safety.
d) *Types of display*. Art displays hosted or coordinated by the city may include competitions sponsored by the city, art displays featuring individual artists, themes and art displays featuring groups of artists.
e) *Location*. Artwork may be displayed in public places approved by city council. Artwork may be physically separated from the main exhibit when, in the opinion of the city council, warranted under current community standards. Artwork, other than works of art currently in place at the time of adoption of the ordinance codified in this section, shall not be displayed on the Bentonville Square.
f) *Compatibility*. Proposed public art shall be evaluated for its compatibility relative to the following:
    1) Visibility and public access.
    2) Public safety.
    3) Traffic patterns.
    4) The relationship of the proposed public art project to the site's existing or future architectural features, its natural features, its historical, geographic and social/cultural context.
    5) The function and use(s) of the facility of site.
    6) The nature of the site's surrounding neighborhood and potential impact of the public art project on residents, businesses, existing works of art or design elements within the site's vicinity.
    7) Future development plans for the area which may affect the public art project.
g) *Identification of artwork*. Works of art should be identified in an appropriate manner to the context of the artwork consistent signage details shall be outline in the contract.
h) *Sales prohibited*. Art shall not be sold on city maintained property, except as part of an city-approved organized event. Sales information shall not be posted or displayed with a work of art; interested buyers shall contact the artist directly for sales information.
i) *Payments prohibited*. The city (or any organization or person affiliated with the city) shall not accept payments to have art displayed on city maintained property. Furthermore, the display of public art on city maintained property shall not be used by any organizations for fundraising.
j) *Presentation*. As outline in the contract, all art shall be finished and ready for display and artists shall remain responsible for all costs associated with presenting, setting up and taking down.
k) *Set-up/take down*. As outlined in the contract, it shall be the responsibility of the artist to adhere to the details for presenting, set-up and take down.
l) *Pick-up and delivery/abandonment*. As outlined in the contract, the artist shall adhere to the details for pick-up and delivery location and time. Any piece that is not picked-up by the deadline shall be treated as abandoned property subject to disposal without further notice under applicable laws.

m) *Complaints*. If the city receives signed, written complaints from ten or more employees or citizens of Bentonville about a work of art on display, then the city shall notify the artist about the complaint and allow the artist an opportunity to immediately withdraw the work. Should the artist choose not to withdraw the work, the city shall hold a meeting between the artist and complainants during which they will be given an opportunity to address the appropriateness of the display of the work of art. After the meeting, if the issue is still unresolved, the city council shall make the final decision on whether the work of art shall be removed, relocated, relabeled, or otherwise modified giving due regard and consideration to the artists freedom of expression and due process under the First and Fourteenth Amendments in accordance with the forum in which that artwork is displayed.

n) *Removal*. As outlined in the contract, there shall be no removal or disguise of a work of art once it is placed on display unless and until the city council decides to do so, subject to the right of the artist to remove it.

(Ord. No. 2007-24, § 1(F), 2-13-2007; Ord. No. 2013-40, § 1(F), 5-14-2013)

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	8/12/2025	**Submitted By:**	Mark Slaughter
Phone:	479-254-2084	**For Department(s):**	Airport
Email:	mslaughter@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 Awarding RFP-25-39 to Legends Air Center for Westside Hangar Development
Action Recommendation & Justification:	Resolution awarding RFP-25-39 to Legends Air Center for Westside hangar development at the Bentonville Municipal Airport. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	This was the only proposal received. A selection committee reviewed the submission and recommended with a score of 691 out of 725. The Bentonville Municipal Airport Advisory Board reviewed and voted to accept the proposal on July 29, 2025. This is in accordance with the City's Purchasing and Compliance Policy. The ground lease will come back to City Council for approval once negotiated.
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 PURCHASING AND COMPLIANCE OFFICE

RFP-25-39

Project: Westside Hangar Development

PROPOSERS SELECTED FOR EVALUATION	SELECTION COMMITTEE MEMBERS					TOTAL (auto calc)
	Committee Member 1	Committee Member 2	Committee Member 3	Committee Member 4	Committee Member 5	
Legends Air Center	145	136	135	130	145	691

SCORE SUMMARY		TOP RATED FIRM	
Legends Air Center	691	1	Legends Air Center

Results Tabulated On July 21, 2025

Evaluation Committee Meeting: Not held for tabulation; will be conducted if necessary.

Notes:

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

EVALUATION VERIFICATION

[redacted]

Tanya Moore
Purchasing and Compliance Specialist

[redacted]

Kelsi Frederick
Purchasing and Compliance Manager

PROPOSAL RESPONSE TO RFP-25-39

WESTSIDE HANGAR DEVELOPMENT, BENTONVILLE MUNICIPAL AIRPORT

A. COVER LETTER

Legends Air Center

July 3, 2025

City of Bentonville, Arkansas Purchasing and Compliance Department Administrative Services Building 1000 SW 14th Street, 2nd Floor Bentonville, AR 72712

RE: Request for Proposals No. RFP-25-39 – Westside Hangar Development

Dear Members of the Selection Committee:

Legends Air Center (formerly known as Summit Aviation) is pleased to submit this proposal for the development and operation of aeronautical facilities on the westside parcel at Bentonville Municipal Airport. We have carefully reviewed the Request for Proposals and are fully committed to delivering a world-class hangar development that will serve the aviation community and contribute to the economic growth of Bentonville.

This proposal represents our good-faith commitment to undertake the activities and land improvements described herein. We verify the accuracy of all information provided in this proposal and confirm our authorization to enter into a lease agreement with the City of Bentonville subject to the terms and conditions outlined in RFP-25-39.

We propose to commence the lease agreement on **S**eptember 1, 2025 and anticipate beginning construction activities January 5, 2026 following completion of all necessary approvals and the Large-Scale Development Process.

Legends Air Center brings over 7 years of experience in operating the Bentonville Municipal Airport Fixed-Based Operator and overseeing the management and construction of 7 hangars at Thaden Field, including the highly-praised Flight Center and is uniquely positioned to deliver this project successfully. We look forward to the opportunity to partner, again, with the City of Bentonville in advancing the Municipal Airport's mission.

[redacted]

Aaron Kunze

General Manager

Legends Air Center

B. PROPOSER'S INFORMATION

Full Legal Name: Legends Air Center, LLC.

Phone Number: 479.254.0817

Email Address: akunze@legendsaircenter.com

Full Business Street Address: 2205 SW I St, Bentonville, AR 72712

Arkansas Sales or Use Tax Number: 20-4493481

Arkansas Contractor's License Number: Not Applicable

C. AUTHORIZED SIGNATORY INFORMATION

Signature: [redacted]

Date of Signature: July 3, 2025

Printed or Typed Name: Landon Lee

Title in Proposer Organization: Treasurer

D. EXECUTIVE SUMMARY

Legends Air Center proposes to develop a 5-hangar complex on the westside parcel at Bentonville Municipal Airport. Our development will feature both box and T-hangars designed to serve multiple levels of affordability.

Project Overview

- **Total Investment:** Up to $20,000,000
- **Development Timeline:** This development will take approximately 24 months to complete.
- **Hangar Count:** 5 hangars totaling up to approximately 75,000 square feet
- **Aircraft Capacity:** Expected capacity of up to 50 total aircraft; however, total count will be dependent on final size and type of each hangar and aircraft.

Key Features

- Up to 5 New Hangars including box, rectangular, and T hangars
- Water detention pond as required by site drainage study
- Transient parking
- Overnight hangar space for transient aircraft

Positioning Statement: This development will position Bentonville Municipal Airport as a premier regional hub for aviation-related business and innovation, while generating substantial lease revenue and long-term economic activity for the community through strategic property revitalization and future city-owned rental income.

E. BUSINESS ORGANIZATION

Organization Description

Legends Air Center is an Arkansas Limited Liability Company organized under the laws of Arkansas in 2018. We are authorized to conduct business in Arkansas.

Business Address: 2205 SW I St, Bentonville, AR 72712

Project Team Structure

Primary Developer: Legends Air Center, LLC (a company of Runway Group LLC)

- **Role:** Current FBO owner and operator

Key Consultants:

- **Design Architect:** To be determined upon selection
- **Engineering Consultant:** Garver
- **General Contractor:** To be determined upon selection
- **Aviation Consultant:** Garver

Cross-Ownership Disclosure: Legends Air Center is a wholly owned subsidiary of Runway Group.

Key Personnel

Jared Faciszewski – President of Runway Group

Landon Lee – CFO of Runway Group

F. EXPERIENCE

Relevant Development Experience

Legends Air Center has successfully completed aviation-related developments totaling over $30M in construction value. Our experience includes:

Project 1: Thaden Fieldhouse and Fixed-Base Operator

- **Location:** Bentonville, Arkansas
- **Year Completed:** 2018
- **Project Size:** 20,352 SF
- **Investment:** Private
- **Description:** New FBO, hanger, classrooms and office space.

Project 2: NWA Flight Hanger

- **Location:** Rogers, Arkansas
- **Year Completed:** 2023
- **Project Size:** 37,950 SF
- **Investment:** Private
- **Description:** Private hanger with meeting and office space. Occupancy Classification S-1 (Group II Hanger)

Project 3: Westside Hangar

- **Location:** Bentonville, AR
- **Year Completed:** 2020
- **Project Size: 9,630 SF**
- **Investment:** Private
- **Description:** Rental Hanger at Thaden Field.

Project 4: Eastside Hanger

- **Location:** Bentonville, AR
- **Year Completed:** 2021
- **Project Size:** 18,555 SF
- **Investment:** Private
- **Description:** Rental Hanger at Thaden Field
- **Relevance:** Location and project type

Partner/Contractor Experience

References

Reference 1:

- **Organization:** Garver
- **Contact Person:** Chris Maestri
- **Phone:** 479-287-4690
- **Email:** CMMaestri@garverusa.com
- **Project:** All above listed projects
- **Relationship:** Civil Engineering Consultant

Reference 2:

- **Organization:** Walton Enterprises
- **Contact Person:** David Swain
- **Phone:** 479-464-3282
- **Email:** dswain@weioffice.com
- **Project:** Thaden Field, NWA Flight Hangar
- **Relationship:** Owners Representative Services

Reference 3:

- **Organization:** Game Aerospace
- **Contact Person:** Philipp Steinbach
- **Phone:** 479-715-4342
- **Email:** psteinbach@gamecomposites.com
- **Project:** Game Aerospace (fka Game Composites) manufacturing facility
- **Relationship:** Stakeholder

Regulatory Compliance

SUSPENSION/DEBARMENT DISCLOSURE: None

FAA VIOLATIONS DISCLOSURE: None

G. DEVELOPMENT CONCEPT

Site Plan Overview

Our development concept utilizes the available land of the westside parcel to create a premier aviation facility featuring:

- Up to 5 hangars ranging from 8,000 to 19,000 square feet
- We will utilize Box hangars and T-hangers in the design to allow for various sizes of aircraft
- Up to 50 additional aircraft parking spaces
- Access to the west side taxiway

[Note: Detailed site plan attached as well as a proposed full rendering for a the complete West Side]

Proposed Construction Schedule:

Pre-Construction: 6 Months

- **Site Analysis** - 1 month
- **Design -** 5 months
- **Large Scale Submission** - 6 months from acceptance

Construction: Approximately 24 months

Occupancy: The initial leases will begin estimated at 30 months from acceptance of proposal

Business Plan

Strategic Vision: Our goal is to add to our already thriving business model by adding much needed hangar space, as well as transient parking for the consistently increasing traffic at VBT. We feel that our plan provides a remedy to the lack of regional aircraft hangar space.

Market Analysis:

- Target Market: Legends Air Center will focus primarily on regional hangar needs while also providing requested space for national carriers.
- Market Demand: Legends has consulted with regional locations to understand the demand for private and public hangar space. We believe the demand far outweighs the current supply. By creating a competitive pricing model, we will be able to take advantage of the regional and transient needs.

- Competitive Analysis: We understand the need for further hangar and transient parking space in the region and have developed a layout that will offer both affordable and upgraded space to allow for long-term and overnight leasing options.
- Pricing Strategy: We will review pricing of current hangars and other surrounding aiports to develop a competitive and profitable pricing model based on square footage.

Marketing Strategy: We believe there is an immediate need that will allow us to fill the hangar space in year 1 with minimal marketing.

H. SERVICES AND FACILITIES

Aeronautical Services: Legends Air Center will continue to provide the same level of service that is currently in place. This includes FBO operations, flight school, charter operations, maintenance operations, club membership, transient parking, and hangar leasing.

Tools, Equipment, and Inventory: Legends Air Center will review the need for further equipment to support the ongoing and additional efforts for home-based and transient aircraft.

Staffing Plan: Legends Air Center will review its staffing model and add positions as necessary based on the increased capabilities post project completion. This will include all necessary FAA qualified personnel in support of ongoing operations such as charter and maintenance.

Hour of Operation: Hours of operation will remain consistent with current FBO hours

Safety and Emergency Response Plan: Legends Air Center will continue to operate under the current Safety and Emergency Response Plan at VBT.

I. PROPOSED TERM, RENT, AND OTHER PAYMENTS

Lease Terms

- **Proposed Lease Term:** 40-50 years
- **Renewal Options:** 4 renewal periods of 10 years each at market rate

Ground Rent Structure

- **Base Ground Rent:** Subject to negotiation.
- **Total Annual Base Rent:** TBD based on ground rent negotiations

Rent Escalation

- **Escalation Method:** No more than CPI; however, no single increase shall exceed 2%

- **Escalation Frequency:** No more frequent than annually

Percentage Rent

- **Percentage Rate:** Not Applicable

J. FINANCIAL CAPABILITY AND RESOURCES

Current Project Commitments

Legends Air Center has no current development commitments.

Capital Sources

Primary Funding: Equity investment from Runway Group, LLC

- **Amount Available:** up to $20,000,000
- **Source Type:** Equity
- **Relationship to Proposer:** Parent Company

Secondary Funding: N/A

Legal and Regulatory Actions: None in the past seven (7) years

Bankruptcy History: None in the past seven (7) years

Performance/Payment Bonds: None in the past seven (7) years

Financial Statements

Financial statements for the past three (3) fiscal years are attached, including:

- Balance sheets
- Income statements
- Cash flow statements
- **Audit Status:** Legends Air Center financial statements are unaudited as we are a private company/small business that is not required by state law or regulation to obtain annual audited financial statements, and we have determined that the cost of an independent audit is not currently justified given our size and operational needs.

Three-Year Pro Forma: Figures below are based on a fully completed project at max capacity. We believe there is enough demand to be at capacity within the first year of full operation (i.e. both Phase 1 & 2 of construction completed).

Attached pro forma demonstrates projected income and operating expenses for the proposed operation.

Year 1-3 Projections: Based on full capacity.

- **Total Revenue:** $533,630
- **Operating Expenses:** $389,901
- **Net Operating Income:** $143,729

K. INSURANCE

Proposed Insurance Coverage

General Liability:

- **Coverage Amount:** See Attached
- **Current Status:** Currently Maintained

Property Insurance:

- **Coverage Amount:** See Attached
- **Current Status:** Currently Maintained

Aviation Liability:

- **Coverage Amount:** See Attached
- **Current Status:** Currently Maintained

Workers' Compensation:

- **Coverage Amount:** See Attached
- **Current Status:** Currently Maintained

Automobile Liability:

- **Coverage Amount:** See Attached
- **Current Status:** Currently Maintained

Evidence of Insurability

Current coverage maintained with various providers demonstrates ability to obtain required coverage for all aspects of operations.

All proposed coverage meets or exceeds the requirements specified in the Minimum Standards for Bentonville Municipal Airport.

L. EXCEPTIONS

Legends Air Center has carefully reviewed all terms and conditions of RFP-25-39. We accept most terms with two exceptions:

Exception 1:

- **Specific Term:** Dirt removal (stated as "The Dirt")
- **Proposed Alternative:** As the cost incurred for dirt removal is substantial and creates a negative impact on the pro forma, we propose an amortized deduction over the course of the initial term, then reverting to market rate upon lease renewal.

Exception 2:

- **Proposed Request:** Given the nature of this project and the work that needs to be completed to the larger site, outside of the scope of just the red box presented, we would propose that Legends Air Center receives right of first refusal on the neighboring parcel
    - **See Page 15**, Exhibit 2 for proposed future development of the full West Side once RTR and AWOS have been moved

ATTACHMENTS

- Site Plan
- Financial Statements (3 years)
- Pro Forma Financial Projections
- Insurance Documentation
- Articles of Incorporation/Organization

This proposal is submitted in accordance with RFP-25-39 and constitutes our binding offer to develop and operate aeronautical facilities at Bentonville Municipal Airport.

Leg

By: [redacted]

Aar

General Manager

Date: July 3, 2025

CITY OF BENTONVILLE, ARKANSAS
PURCHASING AND COMPLIANCE DEPARTMENT
2ND FLOOR ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH ST
BENTONVILLE, ARKANSAS 72712

EXECUTION OF PROPOSAL & ACKNOWLEDGEMENT OF ADDENDA

(REQUIRED RESPONSE FORM)

EXECUTION OF PROPOSAL (REQUIRED)

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

NAME OF FIRM (*Must match W-9*):	PHONE NUMBER:	EMAIL:
Legends Air Center, LLC	479-254-0817	AKunze@LegendsAirCenter.com

BUSINESS STREET ADDRESS:	CITY:	STATE:	ZIP:
2205 SW I St.	Bentonville	AR	72712

[redacted] DATE: 7/3/2025

PRINTED OR TYPED NAME:	TITLE:
Landon Lee	Treasurer

ARKANSAS SALES OR USE TAX NUMBER (if applicable):

ACKNOWLEDGEMENT OF ADDENDA (REQUIRED WHEN ADDENDA ISSUED)

Addendum Number	Initials to Acknowledge
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

CITY OF BENTONVILLE, ARKANSAS
PURCHASING AND COMPLIANCE DEPARTMENT
2ND FLOOR ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH ST
BENTONVILLE, ARKANSAS 72712

NON-COLLUSION AFFIDAVIT

PROPOSAL INVALID IF THIS AFFIDAVIT IS NOT SIGNED AND NOTARIZED AND SUBMITTED WITH THE PROPOSAL

State of Arkansas

County of Benton

I Landon Lee (Printed Name of Authorized Representative/Agent) of lawful age, being first duly sworn, on oath says that:

1.They are the duly authorized representative/agent of the Bidder and/or contractor submitting the Competitive Bid and/or procuring the contract which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among Bidders and between Bidders and City officials or employees, as well as, facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the Invitation for Bids to which this statement is attached;

2. They are fully aware of the facts and circumstances surrounding the making of the Bid and/or the procurement of the contract to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such Bids;

3. Neither the Bidder/contractor nor anyone subject to the Bidder/contractor's direction or control has been a party;

a. to any collusion among Bidders in restraint of freedom of competition by agreement to bid at a fixed rate or to refrain from submitting;

b. to any collusion with any City official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor

c. in any discussions between Bidders and any City official concerning exchange of money or other thing of value for special consideration in the letting of a contract;

d. to paying, giving, donating or agreeing to pay, give or donate to any officer or employee of the City of Bentonville, any money or other thing of value, either directly or indirectly, in procuring the contract to which their statement is attached.

To be completed by Company (Authorized Representative/Agent):

Signature of Authorized Representative/Agent: [redacted]

Title (of Authorized Representative/Agent): Treasurer

To be completed by Notary (include Seal):

Subscribed and sworn before me this: 3rd day of July, 20 25

Notary Public Signature: [redacted] My commission expires: 10/01/2026

Seal:

OFFICIAL SEAL
ETHAN HUNTER
BENTON COUNTY
NOTARY PUBLIC - ARKANSAS
MY COMMISSION EXP. OCT 01, 2026
COMMISSION # 12698944

CITY OF BENTONVILLE, ARKANSAS
PURCHASING AND COMPLIANCE DEPARTMENT
2ND FLOOR ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH ST
BENTONVILLE, ARKANSAS 72712

Contractor/Vendor Disclosure

THIS DOCUMENT MUST BE COMPLETED AND INCLUDED IN ANY SUBMISSION

Company Name: Legends Air Center, LLC

Identify each employee of the City Of Bentonville to whom you, any of your Employees owning more than 5% interest in your Company, or are a Director/Executive/Decision Maker of your Company are immediately related.

Immediate Relation includes:

- Spouse/Domestic Partner
- Parents-Natural or Legal/Step/In Laws
- Children/Step, Siblings-Whole/Half/Step/ In Laws
- Grandchildren/Step, Great Grandchildren.

_____

_____

_____

_____

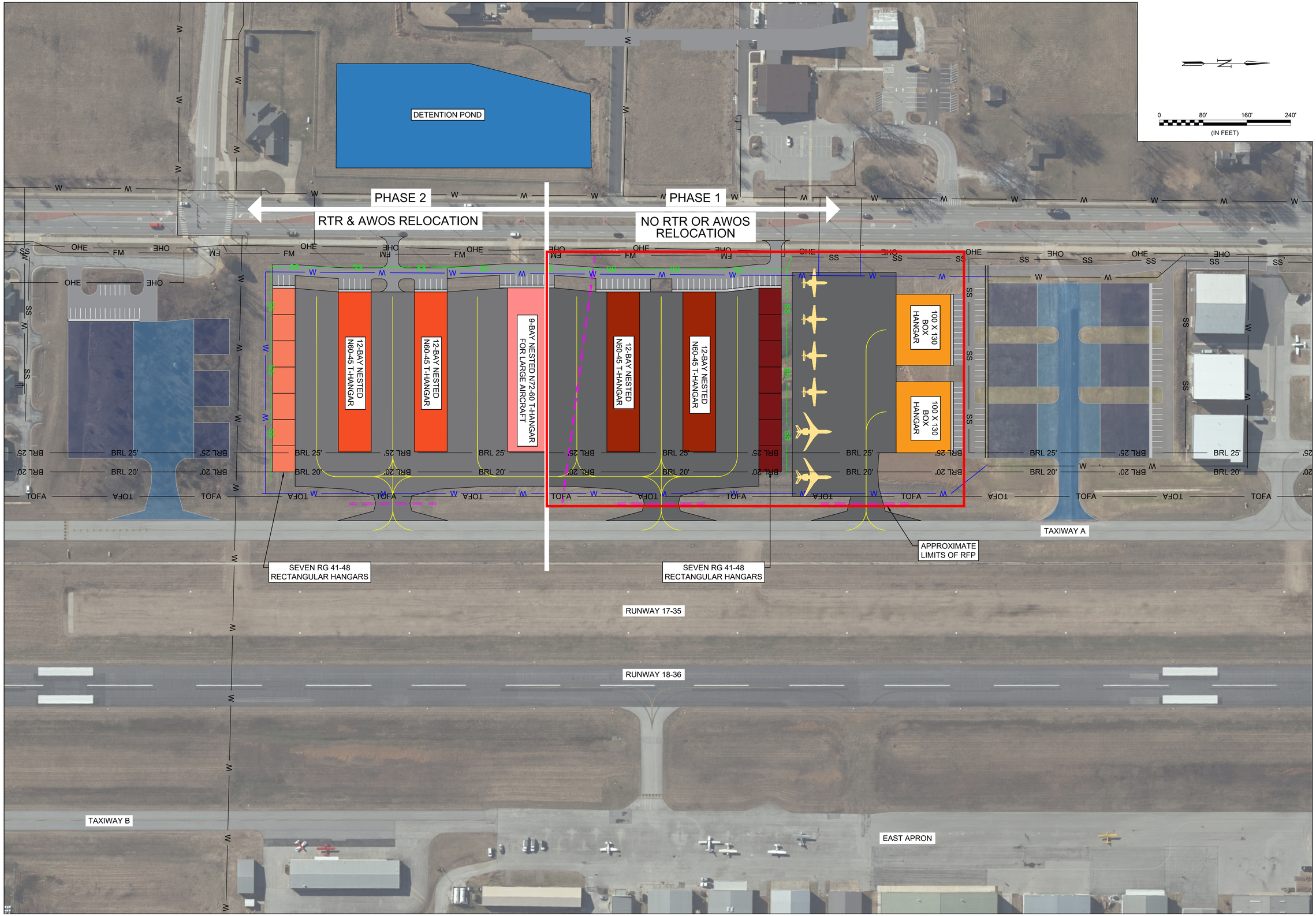
OR

☑ Check this box if there are no applicable relationships to disclose.

Failure to disclose shall be considered a material breach and grounds for immediate termination of this contract/agreement. **Note: Any change in circumstances resulting in a conflict or appearance of a conflict shall be reported within 30 days of change of circumstance.**

JLL **Initials**


DETENTION POND
N
0
80'
160'
240'
(IN FEET)
12-BAY NESTED N60-45 T-HANGAR
12-BAY NESTED N60-45 T-HANGAR
100 X 130 BOX HANGAR
100 X 130 BOX HANGAR
SEVEN RG 41-48 RECTANGULAR HANGARS
APPROXIMATE LIMITS OF RFP
TAXIWAY A
RUNWAY 17-35
RUNWAY 18-36
TAXIWAY B
EAST APRON


N
0
80'
160'
240'
(IN FEET)
DETENTION POND
PHASE 2
RTR & AWOS RELOCATION
PHASE 1
NO RTR OR AWOS RELOCATION
12-BAY NESTED N60-45 T-HANGAR
12-BAY NESTED N60-45 T-HANGAR
9-BAY NESTED N72-60 T-HANGAR FOR LARGE AIRCRAFT
12-BAY NESTED N60-45 T-HANGAR
12-BAY NESTED N60-45 T-HANGAR
100 X 130 BOX HANGAR
100 X 130 BOX HANGAR
SEVEN RG 41-48 RECTANGULAR HANGARS
SEVEN RG 41-48 RECTANGULAR HANGARS
APPROXIMATE LIMITS OF RFP
TAXIWAY A
RUNWAY 17-35
RUNWAY 18-36
TAXIWAY B
EAST APRON

Legends Air Center, LLC
Condensed Statements of Income

	YTD Through December 31,		
	2022	**2023**	**2024**
Revenue	$8,358,258	$5,714,165	$6,469,808
Cost of Sales	$2,020,370	$1,791,413	$2,443,835
% of Revenue	*25.07%*	*31.35%*	*37.77%*
Gross Profit	$6,037,887	$3,922,752	$4,025,973
Margin %	*74.93%*	*68.65%*	*62.23%*
Labor	$3,834,566	$2,452,404	$2,835,479
% of Revenue	*45.88%*	*42.92%*	*43.83%*
Aircraft Expenses	$1,551,726	$624,715	$257,543
% of Revenue	*18.57%*	*10.93%*	*3.98%*
G&A Expenses	$1,367,672	$1,266,525	$1,356,832
% of Revenue	*16.36%*	*22.16%*	*20.97%*
EBITDA	($716,076)	($420,892)	($423,880)
Margin %	*(8.57)%*	*(7.37)%*	*(6.55)%*

Legends Air Center, LLC
Balance Sheets

	December 31, 2022	December 31, 2023	December 31, 2024
ASSETS			
Current Assets:			
Cash	$414,121	$485,397	$183,445
Receivables	$291,892	$229,450	$179,586
Inventories	$222,757	$301,116	$373,757
Prepaid Expenses	$74,981	$142,173	$84,073
Other Current Assets	$124,374	$134,019	$79,542
Total Current Assets	$1,128,126	$1,292,154	$900,403
Property and Equipment, Net	$12,728,140	$8,451,927	$2,881,212
Other Assets	$479,561	$375,471	$370,719
Total Assets	**$14,335,827**	**$10,119,552**	**$4,152,335**
LIABILITIES AND EQUITY			
Current Liabilities:			
Accounts Payable	$327,634	$133,966	$234,263
Accrued Expenses	$412,262	$339,159	$332,630
Short-Term Debt	$150,000	$11,020	$150,000
Short-Term Deferred Revenue	$82,264	$61,325	$73,735
Other Current Liabilities	$96,676	$221,593	$250,206
Total Current Liabilities	$1,068,836	$767,063	$1,040,834
Long-Term Deferred Revenue	$14,624	$0	$7,671
Total Liabilities	$1,083,460	$767,063	$1,048,505
Equity			
Contributed Capital	$19,174,461	$22,167,516	$15,900,320
Retained Earnings	($5,922,094)	($12,815,027)	($12,796,490)
Total Equity	$13,252,367	$9,352,489	$3,103,830
Total Liabilities and Equity	**$14,335,827**	**$10,119,552**	**$4,152,335**

Legends Air Center, LLC
Statements of Cash Flows

	December 31,		
	2022	2023	2024
CASH, BEGINNING OF PERIOD	151,670	414,121	312,386
OPERATING ACTIVITIES:			
EBITDA	($716,076)	($420,892)	($423,880)
Changes in operating assets and liabilities:			
Inventories	($52,294)	($78,359)	($72,641)
Accounts Receivable	($97,116)	$62,442	$56,864
Other Assets	($206,202)	($79,412)	$106,160
Accounts Payable	$349,412	($193,668)	$100,297
Accrued Expenses	$153,828	$26,814	$36,634
Unearned Revenue	($42,855)	$4,061	$20,081
Net Cash Provided by (Used in) Operating Activities	($611,302)	($679,014)	($176,484)
INVESTING ACTIVITIES:			
Purchase of Property and Equipment	(4,150,213)	(29,349)	(267,436)
Proceeds from Sale of Property and Equipment	-	681,506	26,000
Assignment of Property	-	(2,756,822)	-
Net Cash Provided by (Used in) Investing Activities	(4,150,213)	(2,104,665)	(241,436)
FINANCING ACTIVITIES:			
Equity Capital Contributions	-	2,858,559	150,000
Equity Capital Distributions	4,873,965	-	0
Proceeds From Short-Term Debt	150,000	150,000	150,000
Repayments of Short-Term Debt	-	(153,603)	(11,020)
Net Cash Provided by (Used in) Financing Activities	5,023,965	2,854,955	288,980
Net Increase (Decrease) in Cash	$262,451	$71,275	($128,941)
CASH, END OF PERIOD	$414,121	$485,397	$183,445
Net Cash Provided by (Used in) Operating Activities	($611,302)	($679,014)	($176,484)
Purchase of Property and Equipment	(4,150,213)	(29,349)	(267,436)
FREE CASH FLOW	($4,761,514)	($708,363)	($443,921)

P&L SUMMARY	Year 1	Year 2	Year 3
Revenue	$603,988	$603,988	$603,988
COGS	$70,358	$70,358	$70,358
Gross Profit	**$533,630**	**$533,630**	**$533,630**
Labor	$0	$0	$0
OpEx	$389,901	$389,901	$389,901
EBITDA	**$143,729**	**$143,729**	**$143,729**

CONSTRUCTION & CAPEX	Amount
Construction	$19,315,000
Total	$19,315,000

STATE OF ARKANSAS

SECRETARY OF STATE

John Thurston
ARKANSAS SECRETARY OF STATE

To All to Whom These Presents Shall Come, Greetings:

I, John Thurston, Arkansas Secretary of State of Arkansas, do hereby certify that the following and hereto attached instrument of writing is a true and perfect copy of

Certificate of Amendment

of

SUMMIT AVIATION, LLC

changing the name to

LEGENDS AIR CENTER, LLC

filed in this office
November 26, 2024

In Testimony Whereof, I have hereunto set my hand and affixed my official Seal. Done at my office in the City of Little Rock, this 26th day of November 2024.

[redacted]

John Thurston
Secretary of State

SEAL OF THE SECRETARY OF STATE ARKANSAS

Online Certificate Authorization Code: 8079226750917476e94
To verify the Authorization Code, visit sos.arkansas.gov

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AMENDED AND RESTATED
OPERATING AGREEMENT FOR
SUMMIT AVIATION, LLC
an Arkansas Limited Liability Company

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AMENDED AND RESTATED OPERATING AGREEMENT FOR SUMMIT AVIATION, LLC, an Arkansas Limited Liability Company

This AMENDED AND RESTATED OPERATING AGREEMENT (the "**Agreement**") of **SUMMIT AVIATION**, an Arkansas Limited Liability Company (the "**Company**"), effective as of January 1, 2021, is adopted by **RUNWAY GROUP, LLC**, a Delaware limited liability company (the "**Member**" or "**sole Member**").

RECITALS:

The Articles of Organization of the Company was filed with the Secretary of State of Arkansas on March 14, 2006 (the "**Formation Date**"), the initial Operating Agreement of the Company was entered into on March 14, 2006, which was amended and restated on March 15, 2015 and again on October 31, 2018 (collectively, the "**Original Agreement**"). The undersigned sole Member received assignment of all of the Ownership Interests in the Company on December 31, 2020.

AGREEMENT:

Now, the undersigned sole Member of the Company desire to enter into this Agreement to act as the Operating Agreement of the Company, superseding and replacing the Original Agreement:

1. General.

1.1 Formation of Limited Liability Company. The Company was formed as a limited liability company pursuant to and in accordance with the Arkansas Small Business Entity Tax Pass Through Act, Ark. Code Ann. §§ 4-32-101, et seq. (the "**Act**"). Notwithstanding provisions contained herein applicable to a multiple member limited liability company or a partnership for Federal income tax purposes, it is the intent that Company be treated for all purposes, including Federal and state income taxation, consistently with laws, rules, and regulations applicable to a single member limited liability company and a disregarded entity of the sole Member for Federal income tax purposes until such time as Company is no longer a single member limited liability company under such laws, rules and regulations.

1.2 Name. The name of the limited liability company is **SUMMIT AVIATION, LLC.**

1.3 Purpose and Powers. The purpose of the Company is to invest in, own and manage any type of personal or real property and various other types of assets, tangible or intangible, and otherwise engage in any and all lawful activities to which the Member agrees.

1.4 Registered Office. The registered office of the Company in the State of Arkansas is located as described in the Articles of Organization of the Company.

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1.5 Registered Agent. The name and address of the registered agent of the Company for service of process on the Company in the State of Arkansas is as described in the Articles of Organization of the Company.

1.6 Articles of Organization. The Articles of Organization of the Company was filed on the Formation Date, and the actions of the authorized person indicated thereon are approved and ratified.

2. Definitions. Whenever used in this Agreement, the terms set forth below shall be defined as follows:

2.1 "Affirmative Vote of the Members," "determined by the Members," "approval by the Members," "approved by the Members," or when any other language is used herein indicating that a particular matter, decision, or determination requires the consent, approval or other joint action of the Members, the same shall mean that the matter in question must be approved by an affirmative vote of more than fifty percent (50%) of the Ownership Interest, as set forth in **Attachment A** hereto, as amended from time to time. Each Member shall be entitled to cast one vote or fraction thereof for each percent of the Ownership Interest in the Company owned, or fraction thereof, as the case may be.

2.2 Code shall mean the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

2.3 Gross Asset Value shall mean, with respect to any Company asset, the asset's adjusted basis for purposes of the Code, except as follows:

(a) The initial Gross Asset Value of any asset contributed by a Member to the Company shall be the gross fair market value of such asset, as determined by the contributing Member and the Company;

(b) The initial Gross Asset Values of all Company assets shall be adjusted to equal their respective gross fair market values, as determined by the Members, as of the following times: (i) the acquisition of an additional interest in the Company by any new or existing Member in exchange for more than a *de minimis* capital contribution; (ii) the distribution by the Company to a Member of more than a *de minimis* amount of property as consideration for an interest in the Company; and (iii) the liquidation of the Company within the meaning of § 1.704-1(b)(2)(ii)(g) of the Regulations;

(c) The Gross Asset Value of any Company asset distributed to any Member shall be the gross fair market value of such asset on the date of distribution; and

(d) The Gross Asset Values of Company assets shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such assets pursuant to Code § 734(b) or Code § 743(b).

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2.4 **Minimum Gain Chargeback Regulations** shall have the meaning as set forth in § 1.704-2 of the Regulations.

2.5 **Members** shall mean the initial Member, and any additional person who may be admitted as a new or Substitute Member pursuant to the terms hereof.

2.6 **Net Cash** shall mean the gross cash proceeds from Company operations less the portion thereof used to pay or establish reserve for all Company expenses, debt payments, and contingencies, all as determined by the Members.

2.7 **Ownership Interest** shall mean a Member's interest in the Company as determined by the percent of ownership as set forth on **Attachment A** hereto.

2.8 **Regulations** shall mean the Income Tax Regulations promulgated under the Code, and such Regulations that may be amended from time to time (including corresponding provisions of succeeding Regulations).

2.9 **Substitute Member** shall mean a person other than the initial Member who is admitted as a Member pursuant to this Agreement.

3. **New Members.**

3.1 **Admission of Members.** No additional Members shall be admitted except by an affirmative vote of the Members.

3.2 **Completion of Admission.** A person shall become a Member when he shall have completed all of the following:

(a) Executed a counterpart of this Agreement or an adoption agreement agreeing to be bound by the terms of this Agreement;

(b) Executed any other document, certificate or instrument and taken such other action, as the Members may reasonably request to evidence and perfect such person's admission as a Member;

(c) Shall have been accepted as a new Member by an affirmative vote of the Members;

(d) Shall have been accepted as a Substitute Member by an affirmative vote of the Members other than the transferring Member.

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4. Management.

4.1 Manager. Subject to the rights, duties and obligations of the Members to make Major Decisions (as hereinafter defined), the authority to manage the business and affairs of the Company shall be vested in the Manager or Managers (referred to collectively herein as "**Manager**") who shall be appointed by an affirmative vote of the Members. A Manager need not be a Member and there may be one or more Managers, and any reference in this Agreement to "**Manager**" shall be deemed to refer to "**Managers**" during the period there is more than one Manager. Each Manager has the power to bind the Company as provided in this section. Any difference arising as to any matter within the authority of the Manager shall be decided among the Managers by a majority in number of the Managers. Notwithstanding such determination, the act of either Manager for the purpose of apparently carrying on in the usual way the business or affairs of the Company, including the exercise of the authority indicated in this **Section 4**, shall be deemed an authorized act of Manager on behalf of the Company, and no person dealing with the Company shall have any obligation to inquire into the power or authority of either Manager so acting on behalf of the Company. Each Manager appointment shall be effective until the earliest of such Manager's death, resignation, or removal by affirmative vote of the Members.

4.2 Major Decisions. No act shall be taken, sum expended, decision made or obligation incurred by the Company or the Manager with respect to a matter within the scope of any of the major decisions enumerated below (the "**Major Decisions**"), unless and until the same has been approved by an affirmative vote of the Members, or expressly delegated by the Members in writing. The Major Decisions shall include:

(a) The request for or acceptance of any additional capital contributions by any party;

(b) The entering into of any agreement for the sale or assignment of substantially all of Company's property;

(c) Any reorganization, merger, or liquidation of the Company;

(d) Any act that would make it impossible to carry on the ordinary business of the Company;

(e) Initiation of litigation in the name of or on behalf of the Company, or the confession of a judgment against the Company;

(f) A change or expansion in the nature of the business of the Company;

(g) The incurring of any contractual obligation involving use of the real estate or more than $30,000 of annual revenue or $30,000 of expenses or the making of any capital expenditure with a total cost of more than $30,000;

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(h) Any financing or refinancing involving the assets of the Company;

(i) The filing of a petition in bankruptcy or the entering into of an arrangement among creditors;

(j) Hiring or terminating employees or consultants for the Company with annual compensation or fee levels above $45,000;

(k) Any other decision or action outside of the ordinary course of business; or

(l) Any other decision or action which by any provision of this Agreement or by prior action of the Members is required to be approved by an affirmative vote of the Members.

4.3 Officers. The Manager may appoint individuals as officers of the Company, which officers may include a President (or two or more Co-Presidents), Secretary, Assistant Secretary, Treasurer, one or more Vice Presidents and such other officers as the Manager may deem appropriate. Subject to **Section 4.2** hereof, such officers shall have the authority to contract or negotiate on behalf of and otherwise represent the interests of the Company as authorized by the Manager; provided, however, that the Manager shall withdraw any such delegation of management responsibilities to any officer and shall remove any officer from his responsibilities and office at the direction of the Members after an affirmative vote of the Members has been taken with respect thereto.

4.4 Prior Authorization. Except as expressly provided herein to the contrary, the Manager shall be authorized to make any expenditure or incur any obligation on behalf of the Company in the ordinary course of business and, notwithstanding anything herein to the contrary, the Manager shall be authorized to make any expenditure in the case of a bona-fide emergency (notice of which shall be promptly given to the Members). The Manager shall not expend more than what the Manager in good faith believes to be the fair and reasonable market value at the time and place of contracting for any goods purchased or services engaged on behalf of the Company.

4.5 Scope of Authority; Indemnification. No Manager shall take any action on behalf of or in the name of the Company, or enter into any commitment or obligation binding upon the Company, except such actions as are expressly provided for in this Agreement.

The Company does hereby indemnify and hold harmless the Manager and his agents, as well as the officers and employees of the Company, as to third parties against and from any personal loss, liability or damages suffered as a result of any act or omission which the Manager, the officers, or the employees believed, in good faith, to be within the scope of authority conferred by this Agreement, except for willful or fraudulent misconduct or gross negligence, but not in excess of the capital contributions of all Members. Notwithstanding the foregoing, the Company's indemnification of the Manager and his agents, as well as the officers and employees of the

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Company, as to a third party is only with respect to such loss, liability or damage which is not otherwise compensated for by insurance carried for the benefit of the Company. Insurance coverage for public liability, and all other insurance deemed necessary or appropriate by the Manager to the business of the Company, shall be carried in such amounts and of such types as shall be determined by the Manager. This Agreement is not intended to, and does not, create or impose any fiduciary duty on any of the Members, Managers, or officers or on their respective Affiliates. Further, the Members hereby waive any and all fiduciary duties that, absent such waiver, may exist at or be implied by law or in equity, and in doing so, recognize, acknowledge and agree that their duties and obligations to one another and to the Company are only (i) as expressly set forth in this Agreement and (ii) those required under the Act.

5. Records. The Company shall maintain the following records:

(a) A current and past list of each Member setting forth the full name and last known mailing address in alphabetical order;

(b) A copy of the Articles of Organization, together with all amendments;

(c) Copies of this and any other written Operating Agreement, together with any and all amendments; and

(d) Copies of the federal, state and local tax returns and any financial statements for the three most recent years, or if such returns were not prepared, copies of the information and statements which should have been provided to all Members to enable them to prepare their federal, state and local tax returns.

Upon reasonable request, a Member may, at the Member's own expense, inspect and copy during ordinary business hours any Company record required to be kept by this section, wherever the record is located.

6. Contributions. Ownership Interests in the Company shall be issued to the Members in accordance with the terms of this Agreement. The initial Member hereby agrees to contribute the cash and property set forth beside such Member's name, as designated on **Attachment A** to this Agreement, in exchange for the Ownership Interest set forth therein.

7. Capital Accounts.

7.1 Maintenance of Capital Accounts. As used in this section, "Member" shall also refer to any assignee. The Company shall establish and maintain a capital account for each Member.

Each Member's capital account shall be increased by: (1) the amount of any money actually contributed by the Member to the capital of the Company; (2) the fair market value of any property

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contributed to the Company, as such value is determined by the Company and the contributing Member at arm's length at the time of contribution (net of liabilities secured by such contributed property that the Company is considered to assume or take subject to under § 752 of the Code); and (3) the Member's share of the taxable income of the Company, other than taxable income attributable to the difference between the agreed value and adjusted federal income tax basis of the property at the time of contribution.

Each Member's capital account shall be decreased by: (1) the amount of any money actually distributed to the Member; (2) the fair market value of any property distributed to the Member, as such value is determined by the Company and the Member at arm's length at the time of distribution (net of liabilities secured by such distributed property that the Member is considered to assume or take subject to under § 752 of the Code); and (3) the Member's share of the Company's taxable loss, except (a) tax losses attributable to depreciation of contributed property, which shall decrease capital accounts only to the extent of depreciation computed as if the property were purchased by the Company at its agreed value at the time of contribution, and (b) tax losses attributable to the difference between the agreed value and adjusted federal income tax basis of property at contribution (which shall not decrease the contributing Member's capital account).

7.2 Determination of Capital Account. The capital account of a Member shall be determined after giving effect to all allocations of income, gains, profits and losses of the Company for the current year, as determined in accordance with the Code and all distributions for such year in respect of transactions effected prior to the date of which such determination is to be made. A Member shall not be entitled to withdraw any part of his capital account or to receive any distribution from the Company, except as specifically provided in this Agreement. Any Member, including any additional or Substitute Member, who shall receive an interest in the Company or whose interest in the Company shall be increased by means of a transfer to him of all or part of the interest of another Member, shall have a capital account which reflects such transfer. Loans by any Member by the Company shall not be considered capital contributions and shall not increase the capital account of the lending Member.

7.3 No Deficit Restoration Obligation. Notwithstanding anything hereunto the contrary, this Agreement shall not be construed as creating a deficit restoration obligation or otherwise personally obligate any Member to make a capital contribution in excess of the capital contribution initially made for said Member's Ownership Interest.

8. Allocations and Distributions.

8.1 Profits and Losses. Except as may be required by § 704(c) of the Code and the Regulations thereunder, profits and losses of the Company and each item of income, gain, loss, deduction or credit shall be allocated among the Members based upon the Member's Ownership Interest in the Company.

8.2 Tax Allocations: Code § 704(c). In accordance with Code § 704(c) and the Regulations thereunder, income, gain, loss, and deduction with respect to any property

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contributed to the capital of the Company shall, solely for tax purposes, be allocated among the Members so as to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and its initial Gross Asset Value. Any items allocated pursuant to this **Section 8.2** shall neither be charged nor credited to the Capital Accounts.

In the event the Gross Asset Value of any Company asset is adjusted, subsequent allocations of income, gain, loss and deduction with respect to such asset shall take account of any variation between the adjusted basis of such asset for federal income tax purposes and its Gross Asset Value in the same manner as under Code § 704(c) and the Regulations thereunder. Any elections or other decisions relating to such allocations shall be made by the Manager in any manner that reasonably reflects the purpose and intention of this Agreement.

8.3 Qualified Income Offset. The "qualified income offset" provisions of Regulation § 1.704-1(b)(2)(ii)(d) shall apply at all times and in such a manner as to cause all allocations herein to have economic effect.

8.4 Cost Recovery and Depreciation. Notwithstanding the provisions of **Section 8.3** above, if taxable income to be allocated pursuant to such section includes gain to be treated by the Company as ordinary income for federal income tax purposes because it is attributable to the recapture of depreciation, such ordinary income shall be allocated to the Members in the same proportion as the deductions for such depreciation were allocated.

8.5 Allocations to Members with Varying Interests. If during any taxable year there is a change in any Member's Ownership Interest in the Company, each Member's distributive share of the Company's tax items shall be determined by (a) allocating such tax items to the appropriate monthly period and (b) allocating the tax items attributable to each such period to the Members in accordance with the provisions of this section and according to their respective interests in the Company as of the beginning of each such period.

8.6 Special Provisions. Notwithstanding the foregoing provisions in this section:

(a) If any Company expenditure treated as a deduction on the Company's federal income tax return is disallowed as a deduction and treated as a distribution pursuant to Code § 731(a), there shall be a special allocation of gross income to the Member deemed to have received such distribution equal to the amount of such distribution; and

(b) The Minimum Gain Chargeback provisions of the Regulations under Code § 704 shall apply beginning in the first taxable year of the Company in which there are nonrecourse deductions or the Company makes a distribution of proceeds of a nonrecourse liability that are allocable to an increase in Company minimum gain and thereafter throughout the term of the Company, and any such nonrecourse deductions shall be allocated in a manner that is reasonably consistent with allocations that have substantial economic effect of some other significant Company item attributable to the property securing the nonrecourse debt.

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8.7 Fiscal Year and Annual Report. The Company fiscal year end shall be December. The Company books shall be kept on an accounting basis determined by the Manager and in accordance with usual and customary accounting practices. The Manager shall furnish or cause to be furnished within seventy-five (75) days after the year end, an annual report of operations and statement of financial condition (including such information as is necessary for preparation of federal and state income tax returns) to each Member prepared by such accounting firm or otherwise or as the Manager may designate.

9. Distributions. Upon the affirmative vote of the Members, a portion or all of the Net Cash, as determined by said vote, shall be distributed to the Members based upon their proportionate Ownership Interest in the Company.

10. Transfers of Ownership Interest.

10.1 Restrictions on Transfer. No Member shall sell, assign, transfer, pledge or encumber any portion of his Ownership Interest except as provided in this section. Any Member (hereafter, the "**Assignor**") who receives an offer to purchase all or any portion of such Assignor's Ownership Interest in the Company from any Person (hereafter, the "**Proposed Assignee**") and if such Assignor is willing to accept such offer, the Assignor may transfer all or part of Assignor's Ownership Interest to the Proposed Assignee only after providing the Company and other Members the following rights of first refusal:

(a) The Assignor shall notify the Company and each other Member, in writing, of the terms of the offer from the Proposed Assignee, and the identity of the Proposed Assignee.

(b) The Company shall have the option to purchase the Ownership Interest which the Assignor wishes to sell at a price equal to the same price and terms from the Proposed Assignee as those described in the written notice provided by the Assignor to the Company under the terms of (a) above. The Company shall exercise its option by giving written notice to the Assignor of such intention within thirty (30) days of the receipt of the written notification given by the Assignor under the provisions of (a) above.

(c) If the Company does not exercise its option to purchase the Ownership Interest proposed to be sold by the Assignor within the time provided for exercise of such option, any other Member desiring to purchase part or all of the Ownership Interest proposed to be sold by the Assignor shall notify, in writing, the Assignor of such intention within forty (40) days of the receipt of the written notification required to be given by the Proposed Assignor under the provisions of (a) above, at the same price at which the Company could have purchased such Ownership Interest if it had exercised its option under the provisions of (b) above. If more than one Member provides notification of intention to exercise the option to purchase the Ownership Interest Assignor proposes to sell, the Ownership Interest Assignor proposes to sell will be sold to each such other Members providing notice of intent to exercise the purchase in the same proportion

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as that other Members' Ownership Interest bears to the aggregate Ownership Interest of all Members giving notice of intent to exercise the option to purchase. The portion of the total purchase price to be paid by each such purchasing Member shall be determined in like fashion.

(d) If neither the Company nor the other Members exercise options for the purchase of all the Ownership Interest, which Assignor proposes to sell, Assignor shall be entitled to sell the Ownership Interest Assignor has proposed to sell to the Proposed Assignee at a price and upon terms no more favorable to Proposed Assignee than those described in the written notice provided to the Company and other Members under the provisions of (a) above. The sale of Assignor's Ownership Interest shall be subject to the following limitations unless and until the Proposed Assignee becomes a Member:

(1) such assignment entitles the assignee to receive, to the extent assigned, only the distributions to which the Assignor would have been entitled;

(2) such assignment does not entitle the assignee to participate in the management and affairs of the Company or to become or exercise any rights of a Member;

(3) the assignee has no liability as a Member solely by reason of the assignment;

(4) the Assignor of an interest in the Company continues to be a Member and to have all the rights of Members, until the assignee becomes a Member or unless the Assignor is earlier removed. A Member who assigns all of such Member's interest in the Company may be removed as a Member by an affirmative vote of the Members other than the transferring Member. Whether or not the assignee becomes a Member, the Assignor is not released from any liability the Assignor may have to the Company with respect to promised contributions of money, property or services by the Assignor.

10.2 Substitute Members. An assignee or successor in interest of any Member's interest in the Company may become a Substitute Member only upon the affirmative vote of the Members other than the Assignor or transferring Member.

10.3 Successors in Interest.

(a) If any Member who is a natural person dies or is adjudicated incompetent or bankrupt (either voluntarily or involuntarily), the successor in interest of such Member shall not become a Substitute Member except as provided in **Section 10.2** above.

(b) If any Member which is not a natural person liquidates, dissolves or is adjudicated a bankrupt (either voluntarily or involuntarily), the successor in interest of such Member shall not become a Substitute Member except as provided in **Section 10.2** above.

11. Liquidation and Distribution of Company Assets.

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11.1 Liquidating Events. The Company shall dissolve and commence winding up and liquidating upon the first to occur of any of the following ("**Liquidating Event**"):

(a) An affirmative vote of the Members;

(b) Subject to **Section 11.1(a)** above and the Act, the death, retirement, resignation, expulsion, bankruptcy or dissolution of any Member or the occurrence of any other event which terminates the continued membership of a Member in the Company, unless the business of the Company is continued by the affirmative vote of the Members other than the terminated Member within ninety (90) days after the occurrence of such event.

11.2 Winding Up. Upon the occurrence of a Liquidating Event, the Company shall continue solely for the purpose of winding up its affairs in an orderly manner, liquidating its assets, and satisfying the claims of its creditors and Members. No Member shall take any action that is inconsistent with, or not necessary to or appropriate for, the winding up of the Company's business and affairs. The Manager or such person elected by an affirmative vote of the Members shall be responsible for overseeing the winding up and dissolution of the Company and shall take full account of the Company's liabilities and assets and the Company assets shall be liquidated as promptly as is consistent with obtaining the fair value therefor, and the proceeds therefrom, to the extent sufficient therefor, shall be applied and distributed in the following order:

(a) First, to the payment of all debts and liabilities of the Company, including expenses arising from the liquidation and the repayment of loans or advances from the Members;

(b) Second, to the establishment of a reserve to meet any contingencies arising from the occurrence of the liquidation;

(c) Third, to all the Members in amounts equal to the positive balances, if any, in their respective capital accounts or, if the proceeds to be so distributed are less than the total of such positive balances, to all the Members having positive balances in their capital accounts pro-rata based upon the ratio of the amount of each such Member's positive balance to all such positive balances.

11.3 Distributions in Kind. With respect to assets distributed in kind to the Members in liquidation or otherwise, (a) any unrealized appreciation or unrealized depreciation in the values of such assets shall be deemed to be Profits and Losses realized by the Company immediately prior to the liquidation or other distribution event, and (b) such Profits and Losses shall be allocated to the Members in accordance with **Section 8** hereof, and any assets so distributed shall be treated as a distribution of an amount in cash equal to the excess of such fair market value over the outstanding principal balances of and accrued interest on any debt by which the asset is encumbered. For the purposes of this **Section 11.3, "unrealized appreciation"** or **"unrealized depreciation"** shall mean the difference between the fair market value of such assets,

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taking into account the fair market value of the associated financing but subject to Code § 7701(g), and the Company's basis in such assets for book purposes. This **Section 11.3** is merely intended to provide a rule for allocating unrealized gains and losses upon liquidation or other distribution event, and nothing contained in this **Section 11.3** or elsewhere in this Agreement is intended to treat or cause such distributions to be treated as sales for value. If fair market value cannot be determined by the Members, the Company shall retain an independent appraiser to determine the value of the assets in dispute. The cost of such appraiser shall be borne by the Company.

11.4 No Right to Company Assets. No Member shall be entitled to demand or receive Company assets other than cash in return for his capital contribution and, to the maximum extent permissible under applicable law, each Member hereby waives all right to partition any real property that may be acquired by the Company.

12. Miscellaneous.

12.1 Notices. Except as otherwise provided herein all notices under this Agreement shall be in writing and shall be given to the parties at the addresses provided by them to the Manager and to the Company at its principal office or at such other address as any of the parties may hereafter specify in the same manner.

12.2 Law Governing. This Agreement shall be governed by and construed in accordance with the laws of the State of Arkansas.

12.3 Amendments. Amendments to this Agreement must be in writing and approved by an affirmative vote of the Members. Additionally, without the consent of the Members, no amendment will be effective that would (a) enlarge the obligations of any Member under the Agreement or modify the limited liability of any Member without the consent of such Member; or (b) amend this **Section 12.3**.

12.4 Successors and Assigns. This Agreement, and all the terms and provisions hereof, shall be binding upon and shall inure to the benefit of the Members and their respective legal representatives, heirs, successors and assigns.

12.5 Gender and Number. Whenever required by the context, as used in this Agreement, the singular number shall include the plural, and the masculine gender shall include the feminine or the neuter.

12.6 Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations of the jurisdictions in which the Company does business. If any provision of this Agreement, or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

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12.7 Entire Agreement. This Agreement constitutes the entire understanding and agreement among the parties hereto with respect to the subject matter hereof.

12.8 Construction. Every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning and not strictly for or against any person.

12.9 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

12.10 Incorporation by Reference. Every exhibit, schedule and other appendix attached to this Agreement and referred to herein is hereby incorporated in this Agreement by reference.

12.11 Additional Documents. Each Member and the Manager agrees to perform all further acts and execute, acknowledge and deliver any documents which may be reasonable, necessary, appropriate or desirable to carry out the provisions of this Agreement.

12.12 Loans. Any Member may, with the approval of the Manager, lend or advance money to the Company. If any Member shall make any loan or loans to the Company or advance money on its behalf, the amount of any such loan or advance shall not be treated as a contribution to the capital of the Company but shall be a debt due from the Company. The amount of any such loan or advance by a lending Member shall be repayable out of the Company's cash and shall bear interest at the rate agreed between the Company and the lending Member. No Member shall be obligated to make any loan or advance to the Company.

12.13 Counterparts. This Agreement may be executed in two or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. It shall not be necessary in making proof of this Agreement to produce or account for more than one counterpart.

12.14 Third-Party Beneficiaries. This Agreement shall not create any rights for the benefit of any third party.

12.15 Proxies. Any Member may delegate by written proxy his ability to vote on any matter hereunder.

12.16 No Partnership Interest for Non-Tax Purposes. The Members have formed the Company under the Act, and expressly do not intend hereby to form a partnership under any state's partnership or limited partnership's acts. The Members do not intend to be partners one to another, or partners as to any third party.

[Signature Page Follows]

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IN WITNESS WHEREOF, the Member has entered into this Agreement effective as of the date first above written.

MEMBER:

RUNWAY GROUP, LLC,
a Delaware limited liability company

By: [redacted]
Thomas L. Walton, its Manager

DocuSign Envelope ID: EF1575F8-0356-4F75-967D-8FB42E87BA0A

ATTACHMENT A
TO
AMENDED AND RESTATED
OPERATING AGREEMENT FOR
SUMMIT AVIATION, LLC

Name	Contribution	Percentage Ownership Interest in Company
RUNWAY GROUP, LLC	**$100.00**	**100%**

Docusign Envelope ID: 16FC792C-21F1-4555-B58A-92F24AB335FD

SUMMIT AVIATION, LLC

APPOINTMENT OF MANAGER

The undersigned Member of **SUMMIT AVIATION, LLC**, an Arkansas limited liability company (the "Company"), hereby takes the following action:

Pursuant to Section 4.1 of the Limited Liability Company Agreement for the Company, the Member hereby appoints, by affirmative vote, **RUNWAY GROUP, LLC**, a Delaware limited liability company, as Manager of the Company.

The foregoing appointment is effective **July 1, 2024**.

MEMBER:

RUNWAY GROUP, LLC,
a Delaware limited liability company

By: [redacted]
Thomas L. Walton, Manager

Signed by:
By: [redacted]
Steuart L. Walton, Manager

Docusign Envelope ID: 16FC792C-21F1-4555-B58A-92F24AB335FD

SUMMIT AVIATION, LLC

APPOINTMENT OF OFFICERS

The undersigned Manager of **SUMMIT AVIATION, LLC**, an Arkansas limited liability company (the "Company"), hereby takes the following action:

Pursuant to Section 4.3 of the Limited Liability Company Agreement (the "LLC Agreement") for the Company, the Manager hereby appoints the following persons to the offices set forth opposite their names to serve until the appointment of their successors:

THOMAS L. WALTON	President
KELLY DEEDS	Vice President
LANDON LEE	Treasurer

Pursuant to Section 4.3 of the LLC Agreement, the Manager hereby authorizes, empowers, and directs the above-named officers to (i) contract or negotiate on behalf of the Company as authorized by the Manager, (ii) act as authorized signors in the execution of agreements entered into by the Company and third parties, and (iii) sign or otherwise authorize checks, drafts, and orders for payments from accounts maintained by the Company.

The Manager hereby authorizes the Officers of the Company to certify to third parties the person or persons serving as officers and/or authorized signors of the Company from time to time.

The foregoing appointment is effective **July 1, 2024**.

RUNWAY GROUP, LLC,
a Delaware limited liability company

By: [redacted]
Thomas L. Walton, Manager

By: [redacted]
Steuart L. Walton, Manager

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/08/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: House Rep 1	
The James A Gardner Company, Inc. P.O. Box 680905 Marietta GA 30068	PHONE (A/C, No, Ext): (678) 278-2100	FAX (A/C, No):
	E-MAIL ADDRESS: admin@jagardner.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Starr Indemnity & Liability Company	
INSURED Legends Air Center, LLC PO Box 1860 Bentonville AR 72712	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CL254800701 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH)	N / A	N	100 0004961	04/19/2025	04/19/2026	☐ PER STATUTE ☐ OTH-ER	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

This Certificate is issued as Evidence of Insurance only.

CERTIFICATE HOLDER

To Whom it May Concern

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUT [redacted]

ORPORATION. All rights reserved.

March 1, 2025 to March 1, 2026
Aircraft Hull & Liability and General Liability Insurance Summary
for
Legends Air Center, LLC



Heather Ross, Account Manager
HUB International Great Plains
1300 W 57th St. Suite 100
Sioux Falls, SD 57108
www.hubinternational.com

Aircraft Hull and Liability

Named Insureds

LEGENDS AIR CENTER, LLC (FKA SUMMIT AVIATION, LLC)
LAWRENCE CLASSICS, LLC
801 DICKSON STREET, LLC

ADDRESS	P.O. Box 1860 Bentonville, AR 72712
POLICY PERIOD	March 1, 2025 to March 1, 2026, 12:01 a.m. both days, at the address of the Named Insured.
TERRITORY	Western Hemisphere excluding Alaska
USE	All operations in the business of the Named Insured including passenger or cargo carrying for hire or reward by the Named Insured while holding a currently effective Air Carrier Certificate or Operating Certificate issued by the Federal Aviation Administration. Use excludes crop dusting, spraying, seeding or any form of hunting.
PILOTS	The policy shall not apply while a scheduled aircraft is in flight unless the pilot in command is an appropriately rated pilot approved by the Chief Pilot of the Named Insured or their designee.



Aircraft Schedule

Aircraft	Tail Number	Hull Value	Hull War	Liability Limit (Occurrence)	Passenger Sub-Limit	War Liabilty (Aggregate)	Seating	In Motion Deductible	Not in Motion Deductible
1978 Cessna 152	N65965	$45,000	Included	$1,000,000	$250,000	$1,000,000	1+1	$5,000	$100
1976 Cessna 172N	N137AL	$100,000	Included	$1,000,000	$250,000	$1,000,000	1+3	$5,000	$100
1977 Cessna 172N	N733VR	$100,000	Included	$1,000,000	$250,000	$1,000,000	1+3	$5,000	$100
2007 Cessna 172S	N840MC	$225,000	Included	$1,000,000	$250,000	$1,000,000	1+3	$5,000	$100
1978 Cessna 172N	N172WN	$165,000	Included	$1,000,000	$250,000	$1,000,000	1+3	$5,000	$100
2018 Guimbral Cabri G2	N250Z	$375,000	Included	$1,000,000	$250,000	$1,000,000	1+1	10%	$2,500
2002 Cessna 172S	N53068	$210,000	Included	$1,000,000	$250,000	$1,000,000	1+3	$5,000	$100
1977 Piper PA-18-150	N83552	$155,000	Included	$1,000,000	$250,000	$1,000,000	1+1	$5,000	$100
2001 Cessna 172S	N851SP	$250,000	Included	$1,000,000	$250,000	$1,000,000	1+3	$5,000	$100
2013 Cirrus SR-22T	N328WH	$625,000	Included	$1,000,000	$250,000	$1,000,000	1+4	$15,000	$100
2014 Cirrus SR-22	N620MV	$525,000	Included	$1,000,000	$250,000	$1,000,000	1+4	$15,000	$100
1959 Piper PA-18-150 Super Cub	N713WK	$165,000	Included	$1,000,000	$250,000	$1,000,000	1+1	$15,000	$100
1999 Cessna 182S	N7276V	$300,000	Included	$1,000,000	$250,000	$1,000,000	1+3	$15,000	$100
1977 Cessna 182Q	N735RK	$225,000	Included	$1,000,000	$250,000	$1,000,000	1+3	$15,000	$100
2000 Cessna 182S	N843TC	$330,000	Included	$1,000,000	$250,000	$1,000,000	1+3	$15,000	$100
2021 Pilatus PC-12	N479LT	$5,476,900	Included	$50,000,000	N/A	$50,000,000	2+6	$0	$0
2000 Cessna 182S	N984PD	$360,000	Included	$1,000,000	$250,000	$1,000,000	1+3	$15,000	$100
2013 Cirrus SR22T	N181W	$600,000	Included	$5,000,000	N/A	$5,000,000	1+3	$0	$0
2011 Eurocopter AS-350B-3 Ecureuil	N350SG	$2,550,000	Included	$25,000,000	N/A	$25,000,000	1+5	$50,000	$1,000
1979 Cessna Hawk XP	N758LM	$175,000	Included	$1,000,000	$250,000	$1,000,000	1+3	$5,000	$100

Aircraft Hull and Liability Insurance Highlights

Carriers: One or More Member Companies of Global Aerospace, Inc.:
American Alternative Insurance Corporation (59.24%), Carrier Rating A+
American Commerce Insurance Company (10%), Carrier Rating A
National Indemnity Company (18.39%), Carrier Rating A++
Tokio Marine America Insurance Company (12.37%), Carrier Rating A++

Policy Number: 14001322
Effective: March 1, 2025 to March 1, 2026

SUMMARY OF COVERAGES AND LIMITS

Coverages	Limits
All Risk Hull Ground and Flight	As per aircraft schedule
Hull War	As per aircraft schedule
War Liability	As per aircraft schedule
Liability for Scheduled Aircraft	As per aircraft schedule
Liability for Non-Owned Aircraft (6 seats maximum)	Included
Liability for Physical Damage to Non-Owned Aircraft (6 seats maximum)	$ 250,000. each occurrence
Liability for Aviation Premises	Included
Voluntary Settlements	$ 250,000. each passenger, crew members excluded
Liability for Property to Non-Owned Hangars and Contents	$ 250,000. each occurrence
Automatic Physical Damage Coverage for Newly Acquired Aircraft	Applies to aircraft leased to the Named Insured for a period in excess of 90 days - Fair market value
Automatic Physical Damage Coverage for the Increased Value of Scheduled Aircraft due to Additional Equipment and/or Modifications	110% of the insured value, provided the Named Insured notifies the carrier within 30 days following completion.
Temporary Replacement Parts Rental Expense	$ 5,000. each loss
Temporary Replacement Aircraft Rental Expense	$250 each day, $2,500 each loss (5 days minimum., 60 days maximum)
Search and Rescue	$ 50,000. each occurrence
Emergency Conditions	$ 50,000. each occurrence
Spare Engines and Parts	$ 50,000. each occurrence, $1,000 deductible
Cargo Liability	$ 50,000. each occurrence, $1,000 deducible
Charter Referral (6 seats maximum)	Included
Liability Assumed by the Named Insured	Not included except in any written hold harmless agreement required by a military or governmental authority as a prerequisite to the use of an airport of an airport facility

Personal Effects and Baggage	$ 5,000. each passenger
Trip Interruption	$ 5,000. each passenger
Aircraft Medical Expense	$ 10,000. each passenger and crew member
Unearned Premium Insurance	Included
Notice of Cancellation Provision	30 days notice (10 days for non-payment)
Bail Bonds	$ 2,500. each occurrence
Fellow Employees	Included
Defense costs and legal fees to be paid in addition to the limits insured	Included
Knowledge of Occurrence/Failure to Notify	Included (new form)
Student Pilot Provision	It is agreed that: 1. When an aircraft is being operated by a pilot who holds a Student Pilot Certificate, this insurance does not apply under any Coverage unless the Student Pilot is under the direct supervision of a Certified Flight Instructor. 2. When an aircraft carrying more than one person is being operated by a pilot who holds a Student Pilot Certificate, this insurance does not apply under any Coverage unless one of the other persons is a Certified Flight Instructor on board the aircraft for the purpose of instructing or examining the Student Pilot.
Independent Contractor Pilots	Included
Aircraft Accident Liability Insurance for Air Carriers Endorsement	Included
Payment Plan	Quarterly

General Liability Insurance

Named Insureds

LEGENDS AIR CENTER, LLC (FKA SUMMIT AVIATION, LLC) LAWRENCE CLASSICS, LLC 801 DICKSON STREET, LLC VBT FLYING CENTRE, LLC

Aviation Ground Operations Liability Insurance Highlights

Carriers: One or More Member Companies of Global Aerospace, Inc.:
American Alternative Insurance Corporation (59.24%), Carrier Rating A+
American Commerce Insurance Company (10%), Carrier Rating A
National Indemnity Company (18.39%), Carrier Rating A++
Tokio Marine America Insurance Company (12.37%), Carrier Rating A++

Policy Number: 14001323
Effective: March 1, 2025 to March 1, 2026

Location of aviation premises you own, rent, or occupy:
Any premises necessary and incidental to the aviation operations of the Named Insured

Coverages	Limits of Insurance
Each Occurrence Limit	$2,000,000
Damage to Premises Rented to You	$250,000
Medical Expenses	$10,000 any one person
Personal and Advertising Injury	$2,000,000
General Aggregate	N/A
Products Completed Operations	$2,000,000
Hangarkeepers Liability	$2,000,000 Each Accident $2,000,000 Each Aircraft Deductible - $10,000 Per Accident
Contractual Liability	$2,000,000 Each Occurrence
War Risk Liability	$2,000,000 Aggregate
Notice of Cancellation	30 Days (10 days for non-pay)
Knowledge of Occurrence and Failure to	Included

Notify	
Mechanics Included as Insureds	Mechanics under contract to the Named Insured to perform maintenance on an aircraft at the premises in or upon which the aircraft is stored, but who are not employees of the Named Insured, but only with respect to liability for injury, damage or loss to which the insurance afforded by this policy applies caused by their acts or omissions on your behalf.
Flight Instruction Liability	$1,000,000 Each Occurrence
Property Damage Deductible	$10,000 Each Occurrence

April 1, 2025 to April 1, 2026

Commercial Property and Automobile Confirmation of Insurance

for

Legends Air Center, LLC (FKA Summit Aviation, LLC); Runway Group, LLC

HUB International Great Plains
1300 W 57th St. Suite 100
Sioux Falls, SD 57108
www.hubinternational.com

HUB International Great Plains
1300 W 57th St. Suite 100
Sioux Falls, SD 57108
www.hubinternational.com

Named Insureds

Legends Air Center, LLC (FKA Summit Aviation, LLC); Runway Group, LLC

Mailing Address

2440 SW Aviation Street
Bentonville, AR 72712

Effective

April 1, 2025 to April 1, 2026

Insurance Cost Summary

Coverage	Carrier	Premium
Commercial Property	New Hampshire Insurance Company	$10,437
Commercial Automobile	New Hampshire Insurance Company	$24,105

Property Coverage Highlights

Carrier: New Hampshire Insurance Company
Rating: A (Excellent)
Policy Number: 01-LX-027561387-19

Schedule of Locations

Location/ Building	Description	Address	Protection Class	Construction
1/1	Maintenance Hangar	2440 SW Aviation Street Bentonville, AR 732712	1	Non-Combustible
1/2	Storage Hangar	2440 SW Aviation Street Bentonville, AR 732712	1	Non-Combustible
1/3	Storage Hangar	2440 SW Aviation Street Bentonville, AR 732712	1	Non-Combustible

Values, Deductibles & Co-Insurance

Location/ Building	Building Value	Business Personal Property	Deductibles	Co-Insurance
1/1	$609,500 (increased from $575,000)	$210,000	$10,000 including Windstorm and Hail, $10,000 Minimum	100%
1/2	$814,080 (Increased from $768,000)	$210,000	$10,000 including Windstorm and Hail, $10,000 Minimum	100%
1/3	$542,720 (Increased from $512,000)	$210,000	$10,000 including Windstorm and Hail, $10,000 Minimum	100%

Contractors Equipment

Coverage	Limits of Insurance
Fuel Truck	$100,000
Golf Cart	$3,000
Kubota Tractor	$5,000
Lektro Aircraft Tug	$15,000
Fuel Truck	$100,000
Fuel Truck	$50,000
Fuel Truck	$100,000
Fuel Truck	$100,000
Multi Quip Power Generator, 100KW Diesel Generator	$20,000
GEM Cart	$7,500
Bigfoot Tug	$12,000
Bigfoot Tug	$10,000
Lav Cart	$7,500

Additional Coverages and Coverage Extensions

Coverage	Limits of Insurance
Additional Coverages	
Debris Removal	$50,000
Fire Department Service Charge	$25,000
Pollutant Clean Up and Removal	$50,000
Ordinance or Law – Increased Cost of Construction and Demolition Cost	$500,000
Media, Electronic Data and Programs	$100,000
Recharge of Fire Protection Equipment	$25,000
Reward Payments	$25,000
Money and Securities – One Your Premises	$20,000
Money and Securities – Away From Your Premises	$10,000
Lock Replacement	$10,000
Wind Blown Debris	$10,000
Inventory and Appraisal	$25,000
Tenant Move – Back Costs	$25,000
Unscheduled Appurtenant Structures	$10,000
Interruption of Computer Operations – Business Income	$10,000
Coverage Extensions	
Newly Acquired or Constructed Property – Buildings	$1,000,000

Newly Acquired or Constructed Property – Your Business Personal Property	$1,000,000
Personal Effects Coverage	$25,000
Valuable Papers and Records (other than electronic data)	$100,000
Property Off-Premises	$100,000
Your Outdoor Property (other than sod, trees, shrubs and plants)	$100,000
Sod, Trees, Shrubs and Plants: Any One Tree, Shrub or Plant Any One Occurrence	 $1,000 $10,000
No-Owned Detached Trailers	$50,000
Fine Arts	$25,000
Salesperson's Samples	$10,000
Accounts Receivable Records	$100,000
Off Premises Utility Failure – Damage to Covered Property	$100,000
Retaining Walls	$25,000
Undamaged Leasehold Improvements	$50,000
Non-Owned Building Coverage	$25,000
Worldwide Laptop Coverage	$25,000
Extra Expense	$50,000
Expediting Expenses	$25,000
Tools Coverage (any one tool)	$500
Tools Coverage (any one occurrence)	$5,000
Newly Acquired Locations – Business Income	$500,000
Dependent Property – Business Income subject to 72 hours waiting period in the definition of "period of restoration"	$100,000
Off Premises Utility Failure – Business Income subject to 24 hours waiting period	$100,000
Lease Cancellation Moving Expenses – Business Income	$5,000
Contract Penalty – Business Income	$25,000
Increased Real Estate Tax Assessment Expense – Business Income	$50,000
Fur, Fur Garments and Garments Trimmed with Fur	$2,500 any one item/ $10,000 any one occurrence
Jewelry, Watches, Watch Movements and Other Specified Items	$2,500 any one item/ $10,000 any one occurrence
Stamps, Tickets and Other Specified Items	$2,500 any one item/ $10,000 any one occurrence
Property in Transit	$50,000
Back-Up of Sewers or Drains	$50,000

Water Seepage	$10,000
Additional Spoilage	$25,000
Virus and Hacking	$25,000 each occurrence/aggregate
Additional Coverage – Equipment Breakdown	
Expediting Expenses	$25,000
Hazardous Substances	$25,000
Spoilage	$25,000
Computer Equipment	$25,000
Data Restoration	$25,000
Service Interruption	$25,000
Business Income and Extra Expense: Extra Expense Dependent Property Ordinance or Law Expediting Expenses	 Included Included Included Included
Loss Payables	
Location 1/1	$6,000 BPP Kyocera TA356CI - Corporate Business Systems, Inc., 1310 Madrid Street, Suite 101, Marshall, MN 56258
Location 1/3	Lawrence Classics, LLC - PO Box 1860, Bentonville, AR 72712; Summit Holdings, Inc., 4 Cyrus Rex Road, Rogers, AR 72756; Working Capital Group, Inc., PO Box 1140, Rogers, AR 72756; 801 Dickson Street, LLC, PO Box 1860, Bentonville, AR 71712
Location 1	Multi quip Power Generator - Sunbelt Rentals, Inc., 1275 West Mound Street, Columbus, OH 43223; Blanket Equipment - Avrest Bank, PO Box 809, Rogers, AR 72757

Automobile Coverage Highlights

Carrier: New Hampshire Insurance Company
Rating: A (Excellent)
Policy Number: 01-CA-019048560-17

Coverage	Symbol	Limits of Insurance
Combined Single Limit Liability	1, 8, 9	$1,000,000
Medical Payments	7	$1,000
Uninsured Motorists	7	$1,000,000
Underinsured Motorists	7	$1,000,000
Physical Damage – Collision	7, 8	ACV less deductible
Physical Damage – Other than Collision	7, 8	ACV less deductible
Non-Ownership Liability	9	$1,000,000

Deductibles	
Hired Auto Physical Damage - Comprehensive	$100
Hired Auto Physical Damage - Collision	$500

Covered Auto Symbols		
(1) Any Auto	(4) Owned Autos Other than Private Passenger	(7) Autos Specified on Schedule
(2) All Owned Autos	(5) All Owned Autos subject to No-Fault	(8) Hired Autos
(3) Owned Private Pass Autos	(6) Owned Autos subject to Compulsory UM/UIM	(9) Non-Owned Autos

Vehicle	VIN #	Original Cost New	Comp/Collision Deductible
2015 Ford Transit	1FBZX2ZM2FKB26446	$35,920	$1,000
1966 Ford Mustang	6T07TZ37797	$5,000	$1,000
2019 Chrysler Pacifica	2C4RC1BG6KR548205	$36,795	$1,000
2009 GMC Savana	1GDJG31K791901919	$25,295	N/A
2021 Forest River RV	5NHUNS428MU128587	$0	$1,000
2012 Chevrolet Express G3500	1GAZG1FGXC1141078	$34,000	$1,000
2023 Mercedes-Benz Sprinter	W1W40BHY2PT147442	$60,088	$1,000
2023 Chevrolet Tahoe	1GNSKMKDXPR470141	$57,200	$1,000

RESOLUTION NO. _____

A RESOLUTION AWARDING RFP-25-39 TO LEGENDS AIR CENTER FOR WESTSIDE HANGAR DEVELOPMENT AT THE BENTONVILLE MUNICIPAL AIRPORT; AND FOR OTHER PURPOSES.

WHEREAS, Legends Air Center was the only submission to RFP-25-39;

WHEREAS, the City's Purchasing and Compliance Policy was followed for this RFP process; and

WHEREAS, a ground lease will be negotiated and presented for City Council approval at a later date.

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

Section 1: Legends Air Center is awarded RFP-25-39, pursuant to its proposal, for Westside Hangar Development at the Bentonville Municipal Airport;

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

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

PASSED and APPROVED this _____ day of _____, 2025.

APPROVED:

_____
Stephanie Orman, Mayor

ATTEST:

_____
Malorie Marrs, City Clerk

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	8/12/2025	**Submitted By:**	Mark Slaughter
Phone:	479-254-2084	**For Department(s):**	Airport
Email:	mslaughter@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 Awarding RFP-25-40 to Anchor Roofing for Eastside Hangar Development
Action Recommendation & Justification:	A Resolution awarding RFP-25-40 to Anchor Roofing for Eastside Hangar Development at the Bentonville Municipal Airport. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	Anchor Roofing submitted the only proposal for RFP-25-40. A selection committee reviewed submission and recommended with a score of 578 out of 725 in compliance with the City's Purchasing and Compliance Policy. The Airport Advisory Board reviewed and voted to accept the proposal on July 29, 2025. The negotiated ground lease will come for City Council approval at a later date.
Amount for Approval:	$ 0

Budget Impact

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

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

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

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

Budget Impact Notes for Consideration (Optional):

CITY OF BENTONVILLE PURCHASING AND COMPLIANCE OFFICE

RFP-25-40

Project: Eastside Hangar Development

PROPOSERS SELECTED FOR EVALUATION	SELECTION COMMITTEE MEMBERS					TOTAL (auto calc)
	Committee Member 1	Committee Member 2	Committee Member 3	Committee Member 4	Committee Member 5	
Anchor Roofing, LLC.	145	100	75	123	135	578

SCORE SUMMARY		TOP RATED FIRM	
Anchor Roofing, LLC.	578	1	Anchor Roofing, LLC.

Results Tabulated On July 21, 2025

Evaluation Committee Meeting: Not held for tabulation; will be conducted if necessary.

Notes:

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

EVALUATION VERIFICATION

[redacted]

Tanya Moore
Purchasing and Compliance Specialist

[redacted]

Kelsi Frederick
Purchasing and Compliance Manager

(RFP) 25-40
Anchor Roofing Hangar Proposal

Formal Written Application per RESOLUTION 10 - 26 - 21e
(Interim Leasing Policy)

(A) Personal Information

Anchor Roofing LLC, 4691 Concord Ave Unit 1A, Johnstown, CO 80534

Jeramiah Larsen, Owner p: 970-980-6501 jeramiahlarsen@gmail.com
Chad Cox, Manager p: 501.732.0658 chad@airfieldlogic.com

Signatures _____ Jeramiah Larsen, Owner Date_____
_____ Chad Cox, Manager Date_____

Summary

Anchor Roofing is a well respected roofing and solar company operating in the Ft. Collins, Colorado area. Due to the growing need for quality construction combined with our interest in general aviation at Thaden Field, we are hoping to base a second Anchor Roofing location in NWA. The hangars will serve as a landing spot to house business and pleasure aircraft.

As a critical component to allow an NWA location, we are submitting this request to construct 2 new box hangars. One in the current location of the city "open T-hangars" and old flight school, and once available, a second hangar in the location of the current fuel farm. (As described in RFP 25-40).

Background on who is behind this project

Jeramiah Larsen first ventured to VBT 4 years ago on a group fly-out and has been traveling to Thaden field multiple times per year every year since.
Jeramiah has supported local airport businesses as an Ambassador for Game Composites (owns a GB1) and hosts groups venturing out to the FLY OZ airstrips basing out of Bentonville. He flies his helicopter, Cub, and GB1 a combined 500 hr.s per year.
Jeramiah has stayed engaged in the process for acquiring a hangar for over 2 years. During this time he has built and owns hangars in Ft. Collins, CO further developing his experience with the process. He has a positive relationships with Bentonville pilots and businesses and a clean safety record.

Chad Cox is managing this project and helping to facilitate the growth of Anchor Roofing in to NWA. He met Jeramiah during his tenure as the Executive Director of Aviation for Runway NWA. Chad has lived in Bentonville for 12 years and intimately understands the design standards, construction processes, and minimum standards associated with Thaden Field. Chad has attended 90% of the airport advisory board meetings over the last decade.

Proposed Date of Lease Commencement
Hangar 1 Immediately

Hangar 2 Immediately (or upon removal/relocation of fuel farm if second hangar site is not available for lease)

Description of Project
Demo of existing structures, removal of fuel farm, access road, and construction of required additional apron at expense of leasee. As part of the demo and preparation for construction, Anchor Roofing agrees to mitigate environmental hazards at the current site (known asbestos and fuel contaminated soil). Additionally, we agree to the removal of the current fuel farm once the city is in a position to open a new fuel farm allowing no disruption in service.

Unlike every previous hangar developed at VBT, we have committed to funding completely with no city, FAA, or ADA grants being utilized to supporting this project. This allows those funds to be used on infrastructure that the city determines is most critical to the short and long term needs of the airport.

2 hangars 80'X90' and 120'X80'

These two hangars are not intended to provide commercial services to the public. They are to be used for private/corporate general aviation.

Business Organization
1. Anchor Roofing business details included in cover letter
2. The partyrequesting this lease hold does not have an debt or controls associated with the proposer or any city or airport associated entities.
3. Anchor Roofing is an LLC owned by Jeramiah Larsen, it has taken steps with distributors and established a partnership with Chad Cox locally to grow the business to NWA.
4. In addition to Jeramiah, Chad Cox will manage the hangars. (Resumes attached)

Experience

Jeramiah - Currently in the completion phase of developing 4 hangars at North Colorado Regional Airport and operates out of 2 hangars he owns. Over a decade of construction experience across hundreds of projects.

Fixed wing, multi-engine commercial, instrument and Rotorcraft pilot.

Highly active pilot flying 500 hours per year.

Reference -
Aaron M. Ehle
Planning and Business Development Specialist
970.962.2856
Aaron.ehle@cityofloveland.org

Chad Cox - Managed the lease process, construction, and operation of 6 separate hangars at Thaden Field and 8 hangars under construction in Tennessee. He will be the local, long term manager and point of contact.

Fixed wing, multi-engine commercial, and instrument rated pilot. Chad is a helicopter certified flight instructor and instrument instructor.

Chad is an FAA Safety Team Representative.

Titan Aviation Fuels Platinum ACE certified in 2024.

References - Chad is known by most of the current advisory board members, past airport managers, and current city of Bentonville employees. Feel free to discuss with any of these parties or anyone who has utilized Thaden Field over the last 12 years. In addition to being a professional pilot and aviation manager, Chad possesses a deep level of airport and operational knowledge, safety, and service.

Disclosure:
Neither Jeramiah nor Chad have been subject to any violations, suspensions, or revocations of FAA regulations.

Development Concept
The proposed development matches RFP 25 - 40. In fact, after a long wait for a hangar on the west side, the concept of this RFP was raised to the airport manager and board chair.

As a lease is awarded, and further due diligence is conducted, the exact footprint may need to change to accommodate existing utilities, airport and city guidelines and ordinances but we do not foresee any significant alterations to what is being offered for proposal.

Our construction schedule for the first hangar will be aggressive. Contingent upon the timeline for approval, we would like to raze the open t-hangars and begin immediately. If, we find the approval process will not allow for the earth work to happen during the dry season, the schedule may need to be adjusted accordingly. Our goal is to have a hangar started this summer.

In an effort to work with the City of Bentonville, the FBO (which sells fuel), and in the best interest of airport patrons, we are flexible in timing for construction of the second hangar. We understand the availability of fuel is critical to the airport and we are willing to work with others to ensure there is no gap in fuel availability. Once the fuel farm is moved or constructed in the location the airport board and engineers have selected, construction on the second hangar will commence.

Services and Facilities
As an operational hangar for active aircraft. There will not be non-aeronautical use of this hangar. We understand annual audits from airport management, fire, and code enforcement will take place and will have someone available to meet and conduct these events.

The hangars will be filled with active, airworthy airplanes and helicopters that consume fuel at a high rate. The fuel fees and taxes associated with active aircraft generate more revenue to the airport than aircraft under maintenance, restoration, or rarely flown.

The facility will exceed the quality and finish required by the City of Bentonville airport design standards.

Proposed Term, Rent, and other Payments
The ground lease (which we assume will include a reversion clause) will eventually provide the city ownership of hangars of high quality construction consistent with the brand of Anchor Roofing. We are planning to build the largest footprint of hangars allowed for this area to maximize the limited space VBT has left to offer. This will generate the greatest amount of lease revenue and property taxes for the city.

Due to the fact that this RFP does not require any contribution from the city, state, or federal government, at minimum we would like the current per square foot lease rate provided to the most recent leasees.

Financial Capabilities and Resources

1. Pending or active construction projects - Jeremiah currently has a project underway at KFNL that is nearing completion. These 4 hangars were granted a ground lease and began construction this year displaying an ability to execute in a timely manner.
2. Acting as a consultant, Chad is leading the development of Rockwood Municipal Airport (RKW) and the current construction of 72,000 feet of hangar to be completed in October of this year.

3. Description of source of capital - Jeremiah is intending to fund the project out of cash with the option to use bank funding in the event of cost overruns. As an additional back up we have potential partners willing to help fund the project for an ownership interest. There are several options as back up but the intent is to complete the project with liquid funds.

4. Identification and description of (i) any legal or other adverse regulatory actions taken or threatened against the Proposer or any of its partners or joint ventures during the past seven (7) years; (ii) any bankruptcy filings by the Proposer or any of its partners or joint ventures within the past ten (10) years; and (iii) any performance or payment bonds posted by the Proposer or any of its partners or joint ventures that have been cancelled or forfeited within the past seven (7) years; **None**

5. Financial Statement - Attached

6. Previous 3 years tax returns - Attached

7. A three- (3) year pro forma demonstrating the proposed activity(ies)'s income and operating expenses, by line of business, to the extent applicable - Not applicable

Steps Completed:

1. 2023 Statement of interest ✔
2. 2024 Interviewed for last available spot on west side ✔
3. November 2024 Meeting with Airport Manager and Airport Advisory Board Chairman ✔
4. November 2024 Formal written application (attached) ✔
5. March 2025 Preliminary approval (Airport Advisory Board) ✔
6. March 2025 Local Architect David Burris engaged for preliminary design ✔

RESOLUTION NO. _____

A RESOLUTION AWARDING RFP-25-40 TO ANCHOR ROOFING FOR EASTSIDE HANGAR DEVELOPMENT AT THE BENTONVILLE MUNICIPAL AIRPORT; AND FOR OTHER PURPOSES.

WHEREAS, Anchor Roofing was the only submission to RFP-25-40;

WHEREAS, the City's Purchasing and Compliance Policy was followed for this RFP process; and

WHEREAS, a ground lease will be negotiated and presented for City Council approval at a later date.

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

Section 1: Anchor Roofing is awarded RFP-25-40, pursuant to its proposal, for Eastside Hangar Development at the Bentonville Municipal Airport;

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

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

PASSED and APPROVED this _____ day of _____, 2025.

APPROVED:

_____
Stephanie Orman, Mayor

ATTEST:

_____
Malorie Marrs, City Clerk

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	8/12/2025	**Submitted By:**	Greg Hughes
Phone:	479-696-0204	**For Department(s):**	Parks
Email:	ghughes@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Resolution to Enter into an Agreement with Start 2 Finish, LLC
Action Recommendation & Justification:	A Resolution authorizing the Mayor and City Clerk to enter into an agreement with Start 2 Finish, LLC for timing services to be performed for the Run Bentonville Race Series as well as the Run Bentonville Half Marathon in 2026. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	Start 2 Finish was selected for RFP-24-54 utilizing the RFP process in compliance with the City's Purchasing and Compliance Policy. The cost per participant to be paid to Start 2 Finish is $2.75. There is an additional $0.30-$0.50 charge per participant for the cost of the runners bib.
Amount for Approval:	**$** per registration price

Budget Impact

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

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

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

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

Budget Impact Notes for Consideration (Optional):

Memo

To: City Council, Mayor Orman

Thru: David Wright, Parks and Recreation, Director

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

Date: 7/30/25

Re: Start 2 Finish – Timing Services

A Resolution to enter into agreement with Start 2 Finish, LLC.

I am writing to formally request a resolution to enter into an agreement with Start 2 Finish, LLC to perform timing services for the Run Bentonville Race Series as well as the Run Bentonville Half Marathon in 2026. In February of 2025, Start 2 Finish was selected as part of the RFP-24-54 process.

Their ability to bring industry standards and improvements to the Run Bentonville Events, such as dynamic bib assignment, live tracking during the Run Bentonville Half Marathon, and chipped bibs will be an excellent addition to the program.

The expense of the agreement is a flat rate of $2.75/runner plus an additional $0.30-$0.50 for the cost of the runner's bib based on bib specifics and quantity. This is a budgeted expense that is fully funded by program registration revenue.

I believe that entering into this agreement will continue to offer the participants of Run Bentonville events valuable and quality resources.

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

Attachments:
MOU

Administrative Services
1000 SW 14th Street
Bentonville, AR 72712

City Hall
305 SW A Street
Bentonville, AR 72712

CITY OF BENTONVILLE

ARKANSAS

MEMORANDUM OF UNDERSTANDING

To: Start 2 Finish, LLC (Company Name – MUST MATCH W-9)

From: City of Bentonville, Arkansas Parks and Recreation Department

Date: _____

Re: Partnership for providing timing and scoring services for 2026 Run Bentonville Races for Bentonville Parks and Recreation

---

1. **Intent.**
   This Memorandum of Understanding (MOU) intends to outline the partnership and working arrangement between Start 2 Finish, LLC ("Provider" must match W-9) and the City of Bentonville, Arkansas (City), for the use and benefit of Bentonville Parks and Recreation Department (BPR) for RFP-24-54 Timing and Scoring Services for Run Bentonville Races (referred to as "Services").
2. **Term.**
   The term for this MOU will commence on the effective date of this Agreement and shall end on December 31, 2026. The Effective Date of this Agreement shall be defined as the executed date on the Signature Page of this Agreement. There shall be no renewal periods permitted without written authorization from the City's Legal Department.
   - **A.** This MOU may be renewed annually, in accordance with all original terms and conditions, via mutual written agreement between the Parties for a maximum term not to exceed five (5) years. There shall be no change in the intent/purpose, or terms and conditions of this MOU during the original term or for any renewal year. There shall be no change in pricing for the original term or for any renewal term unless the change is directly related to a BPR fee/rate increase approved by the Bentonville City Council. Any change in pricing shall be mutually agreed upon by the Parties and shall not exceed an aggregate total of $3.25 (three dollars and twenty-five cents) per participant, $1.00 per bib, and per race for the entire term of the Agreement (the initial term including all renewal years). Mutually agreed upon changes in the price per participant and per race for renewal years shall be handled via Amendment at the time of renewal. Any Amendment to this MOU may require approval from the Bentonville City Council in accordance with the City's Purchasing Policy and applicable laws.
3. **Duties of the Provider.**
   Provider:
   - **A.** Be authorized to provide timing and scoring services.
   - **B.** Provide timing equipment necessary to time races our size.
     - i. Provide disposable timing chips programmed and applied to race bibs.
     - ii. Provide one (1) digital clock at each split time location of the Run Bentonville Half Marathon.
     - iii. Provide (1) two-sided digital clock at finish line of each race.
     - iv. Provide real time text and email message to each finisher with a link to their results online.
   - **C.** Provide the necessary staff to oversee problems that may occur with each event.
     - i. Provide on-site staffing and management of Run Bentonville Half Marathon expo registration.
     - ii. Provide the necessary staff to oversee and monitor all on-site results.
   - **D.** Offer online searchable results within twenty-four (24) hours of the event.
     - i. Correct all errors in timing, scoring and provide an update of the file.

E. Provide live timing data for live participant tracking for the Run Bentonville Half Marathon.

F. Offer an online PDF personalized finisher's certificate for the Run Bentonville Half Marathon which can be downloaded by participant.

G. Be responsible for the setup and tear down of all timing equipment.

4. Schedule.

A. Schedule

Race Series	Estimated Number of Participants	Estimated Race Dates
Cupid's Kilometers	1,500	February 7, 2026
Irish 5K/10K	2,000	March 7, 2026
Run Bentonville Half Marathon	5,500	April 4, 2026
Glow Run	1,800	May 29, 2026
Worst Race Ever	1,600	September 5, 2026
Goblin Run	2,000	October 31, 2026
Freedom Frosty	1,800	December 5, 2026

*Dates and projections are estimates only and are subject to change as determined by BPR. Modifications to the schedule do not require a formal Amendment.

6. Timing Mats.

A. The City of Bentonville Race Series Timing Mats include but not limited to:

- **i.** Cupid's Kilometers
  1. 4K Start Line (separate from Finish Line)
  2. Finish Line (also 8K start)
  3. Cheater Mat (8K course)
- **ii.** Irish 5K/10K
  1. Start/Finish Line (same spot)
  2. Cheater Mat (10K course)
- **iii.** Run Bentonville Half Marathon
  1. Half Marathon Start Line
  2. 5K Start Line
  3. Finish Line
  4. 5K Split (half course)
  5. Relay Exchange Split (half course)
  6. 15K Split (half course)
  7. 20K Split (half course)
- **iv.** Glow Run
  1. Start/Finish Line (same spot)
- **v.** Worst Race Ever
  1. Start Line
  2. Finish Line
- **vi.** Goblin Run

1. Start/Finish Line (same spot)

vii. Freedom Frosty

1. Start/Finish Line (same spot)

7. Payment.

City agrees to pay Provider the following rate(s) for the services listed herein.

a. **$2.75** per registrant
b. **$0.30 to $0.50** per bib based on bib specifics and quantity.
c. **Race Roster Live Tracking** at no additional charge.
d. **Half Marathon Live Tracking App:**
   i. Tracx Live Tracking App (2,500 – 5,000 registrants) - $2,075 TRACx App ($3,500 White Label App)
   ii. RTRT Live Tracking App - $1,500 + $0.50 per registrant
e. Payment will be made only for completed races. Payment made for races that were canceled will be based on the amount of services and materials provided by the provider at time of cancellation.

8. Invoicing.

Provider shall submit an invoice for the program(s) upon conclusion of each race to the remittance address below within one (1) week from conclusion of each race. Provider is responsible for confirming that the City has received the invoice. Invoices shall be submitted to:

Via Mail:
City of Bentonville Administrative Services
ATTN: Accounts Payable
1000 SW 14th Street
Bentonville, AR 72712
Via Email: accountspayable@bentonvillear.com

9. Terms and Conditions.

A. Provider and Provider's personnel are required to display professional etiquette at all times. This MOU may be voided immediately by the City if Provider's or any of their personnel exhibits behavior that is detrimental to the operation of BPR.

B. Provider understands that neither Provider, nor any of Provider's employees or independent contractors are employees of the City of Bentonville, and that Provider is solely responsible for their employees and independent contractors.

C. Provider may be required to maintain insurance and provide proof of such. Provider is responsible for maintaining insurance for themselves, their employees or independent contractors, as applicable and as required by law.

D. It is understood that Provider (and any of Provider's employees or personnel) is not acting as an agency for the City (or BPR) and that the City's statutory immunity does not extend to Provider's acts or omissions.

E. Upon the time of signing this MOU, Provider shall provide BPR with IRS Form W-9, and proof of Worker's Compensation Insurance as required by Arkansas Statute.

F. Provider and any of Provider's personnel who will be on-site providing the Services will be subject to pass a mandatory background check, to be administered by BPR, prior to the Services beginning.

G. Provider indemnifies and holds harmless the City and all City personnel and officials against any liability resulting from Provider's negligence or wrongful acts, failure or breach of law.

H. Termination:

a. General: This MOU may be terminated with thirty (30) days written notification from the BPR Director or assignee. Provider may terminate this agreement with ninety (90) days written notification to the BPR Director or assignee.
b. Termination for Cause: Breach of this MOU may result in immediate termination by the BPR Director or assignee.
c. Termination for Lack of Funding: If, for whatever reason, adequate funding is not made available by City to support or justify continuation of the level of services to be provided by Provider under this MOU, City may terminate or reduce the amount of services to be provided by Provider under this MOU. In such event, City will notify Provider in writing at least thirty (30) days in advance of such termination or reduction of services for lack of funds.

Administrative Services
1000 SW 14th Street
Bentonville, AR 72712

City Hall
305 SW A Street
Bentonville, AR 72712

CITY OF BENTONVILLE

ARKANSAS

SIGNATURE PAGE

BY SIGNING BELOW, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED THIS

_____(MONTH/DAY/YEAR).

CITY OF BENTONVILLE, ARKANSAS

BY:_____

Stephanie Orman, Mayor (Signature)

PROVIDER COMPANY NAME*: Start 2 Finish, LLC
(Must match W-9)

BY (Provider's Signature):_____

Date Signed: _____

Provider's Printed Name:_____

Provider's Address (Street/City/State/Zip):

_____

_____

*The person signing must be an authorized signer for the entity entering into this MOU.

Administrative Services
1000 SW 14th Street
Bentonville, AR 72712

City Hall
305 SW A Street
Bentonville, AR 72712

CITY OF BENTONVILLE

ARKANSAS

APPENDIX A

PROVIDERS SUBMISSION TO RFP-24-54

Administrative Services
1000 SW 14th Street
Bentonville, AR 72712

City Hall
305 SW A Street
Bentonville, AR 72712

CITY OF BENTONVILLE

ARKANSAS

APPENDIX B

CITY OF BENTONVILLE SOLICITATION RFP-24-54 TIMING AND SCORING SERVICES FOR RUN BENTONVILLE RACES

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH START 2 FINISH, LLC, TO PERFORM TIMING SERVICES FOR THE BENTONVILLE PARKS AND RECREATION DEPARTMENT, AT A PER REGISTRANT PRICE; AND FOR OTHER PURPOSES.

WHEREAS, Start 2 Finish, LLC was selected pursuant to RFP-24-54, to provide timing services for the Run Bentonville Race Series as well as the Run Bentonville Half Marathon in 2026;

WHEREAS, this agreement is per registrant prices and will be funded by participants; 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 Start 2 Finish, LLC, at a per registrant price, to provide timing services for the Bentonville Parks and Recreation Department;

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

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

PASSED and APPROVED this _____ day of _____, 2024.

APPROVED:

_____
Stephanie Orman, Mayor

ATTEST:

_____
Malorie Marrs, City Clerk

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	8/12/2025	**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 Authorizing the Mayor and City Clerk to Accept a Donation from Walmart Inc.
Action Recommendation & Justification:	Resolution authorizing the Mayor and City Clerk to accept a donation from Walmart Inc., in the amount of $250,000.00, for the Bentonville E-Bike Rebate Program. A budget adjustment is needed to recognize funds.
Additional Comments for Consideration (Optional):	
Amount for Approval:	$ 250,000.00

Budget Impact

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

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

Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
105030-33810	Local Grants	$	$ 250,000.00
105030-43410	Professional Services / Other	$ 250,000.00	$
		$	$
		$	$

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 28, 2025
Re:	Resolution Authorizing the Mayor and City Clerk to accept a donation, in the amount of $250,000, from Walmart Inc. for the Bentonville E-Bike Rebate Program and budget adjustment to allocate revenue and expenditures in the appropriate accounts.

Parks and Recreation staff are seeking City Council's approval of a Parks and Recreation staff are seeking City Council's approval of a resolution authorizing the Mayor and City Clerk to accept a donation, in the amount of $250,000, from Walmart Inc. for the Bentonville E-Bike Rebate Program and budget adjustment to allocate revenue and expenditures in the appropriate accounts.

As we close out the first year of the program (September 2024 – July 2025), currently 667 e-bikes have been put in the hands and homes of Bentonville residents. The $250,000 contribution is Walmart's commitment to year 2 of the program that will begin in September 2025.

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ACCEPT A DONATION FROM WALMART INC., IN THE AMOUNT OF TWO HUNDRED FIFTY THOUSAND DOLLARS ($250,000.00), FOR BENTONVILLE'S E-BIKE REBATE PROGRAM; ADJUSTING THE 2025 BUDGET TO RECOGNIZE AND APPROPRIATE SAID FUNDS; AND FOR OTHER PURPOSES.

WHEREAS, the City is awarded a donation, in the amount of two hundred fifty thousand dollars ($250,000.00), for Bentonville's e-bike rebate program;

WHEREAS, these funds will go towards the programs second year which begins September, 2025; and

WHEREAS, a budget adjustment is needed to recognize and appropriate said 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 hereby authorized to accept a donation from Walmart Inc., in the amount of two hundred fifty thousand dollars ($250,000.00) for Bentonville's e-bike rebate program;

Section 2: The 2025 Budget is hereby adjusted to recognize a donation in the amount of two hundred fifty thousand dollars ($250,000.00) into Account #105030-33810 – Local Grants;

Section 3: The 2025 Budget is further adjusted to appropriate the same into Account #105030-43410 – Professional Services/Other;

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

PASSED this _____ day of _____, 2025.

APPROVED:

_____
STEPHANIE ORMAN, Mayor

ATTEST:

_____
MALORIE MARRS, City Clerk

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	8/12/2025	**Submitted By:**	Tracy Billings
Phone:	479-696-0229	**For Department(s):**	Transportation
Email:	tbillings@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Resolution Setting a Public Hearing for a Utility Easement Vacation (VAC25-0024)
Action Recommendation & Justification:	Resolution to set a Public Hearing for August 26, 2025 for a Utility Easement Vacation located at Lot 14 of Kensington Subdivision Phase 1 (VAC25-0024).
Additional Comments for Consideration (Optional):	
Amount for Approval:	$ 0

Budget Impact

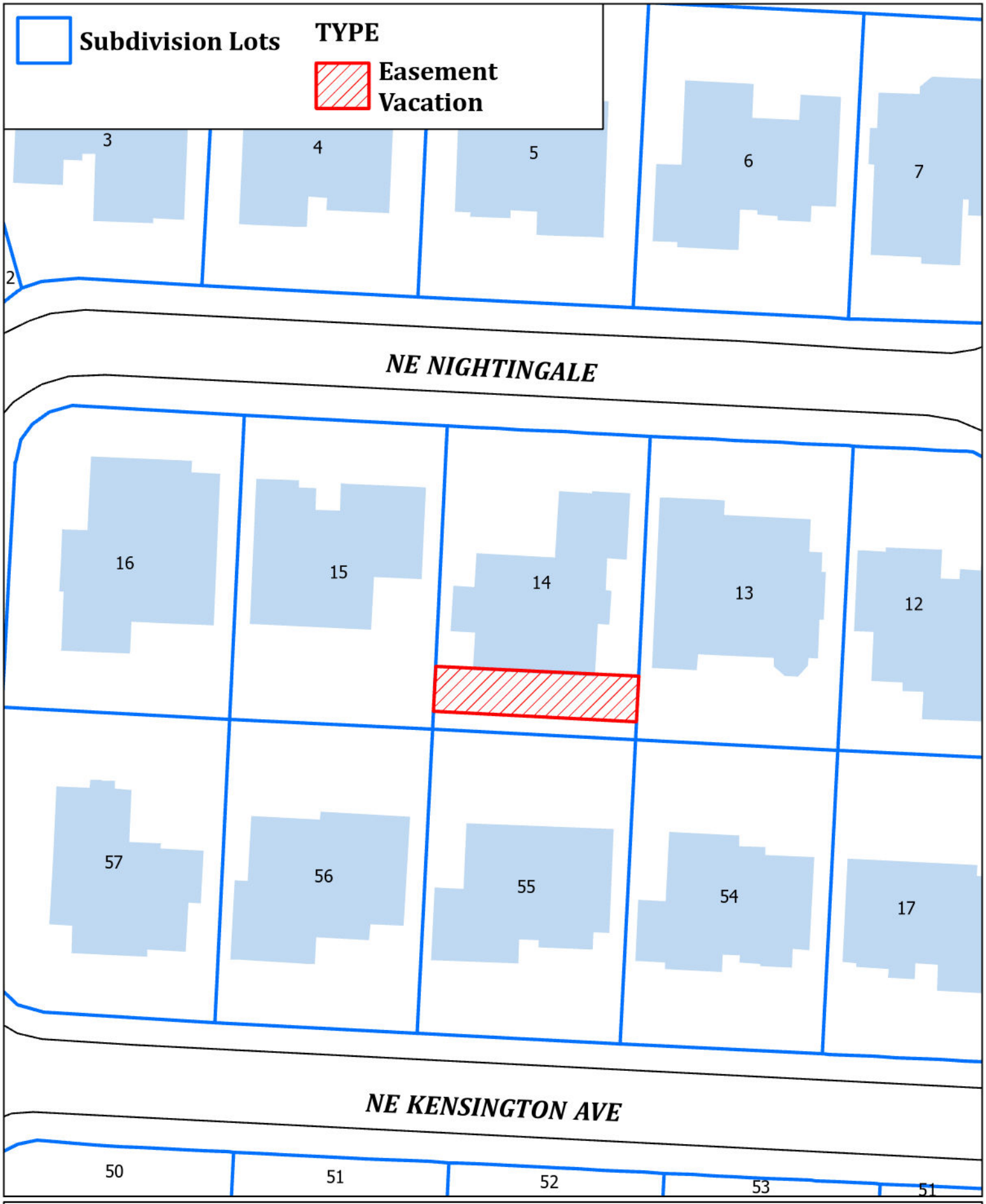
Is this Item Budgeted? ☐ **YES** ☐ **NO** ☐ **ITEM HAS NO COST** ☐ **OTHER:**_____

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

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

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

Budget Impact Notes for Consideration (Optional):



VAC25-0024
Proposed Easement Vacation
3904 NE Nightingale

RESOLUTION NO._____

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

WHEREAS, a petition was duly filed with the City Council of Bentonville, Arkansas by Jamie and Byron Cockerham requesting a utility easement vacation (VAC25-0024) within the City of Bentonville, Arkansas be vacated, which said utility easement is described as follows:

Vacate a 25' Utility Easement squarely off the South Side of Lot 14 of Kensington Subdivision Phase 1 Lots 1-51 as shown on Plat Record Book P4 Page 54. LESS AND EXCEPT the South 7' squarely off the South Side of said Lot 14.

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

NOW, THEREFORE, BE IT RESOLVED, by the City of Bentonville, Arkansas, that the petition to close the above described utility easement is set for a hearing August 26, 2025 at 6:00 p.m. in the City Council Room of the City of Bentonville, Arkansas, and the Bentonville City Clerk and Recorder is directed to give notice of this meeting by publication as set forth by Ark. Code Ann. Section 14-301-302(c).

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

_____
Malorie Marrs, City Clerk
Bentonville, Arkansas

_____
Stephanie Orman, Mayor
City of Bentonville, Arkansas

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	8/12/2025	**Submitted By:**	Tracy Billings
Phone:	479-696-0229	**For Department(s):**	Transportation
Email:	tbillings@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Resolution Setting a Public Hearing to Vacate a Street Right of Way (VAC25-0025)
Action Recommendation & Justification:	Resolution to set a Public Hearing for August 26, 2025 to vacate a Street Right of Way located at parcel 01-00747-000, 803 SE J Street of the Walmart Campus (VAC25-0025).
Additional Comments for Consideration (Optional):	
Amount for Approval:	$ 0

Budget Impact

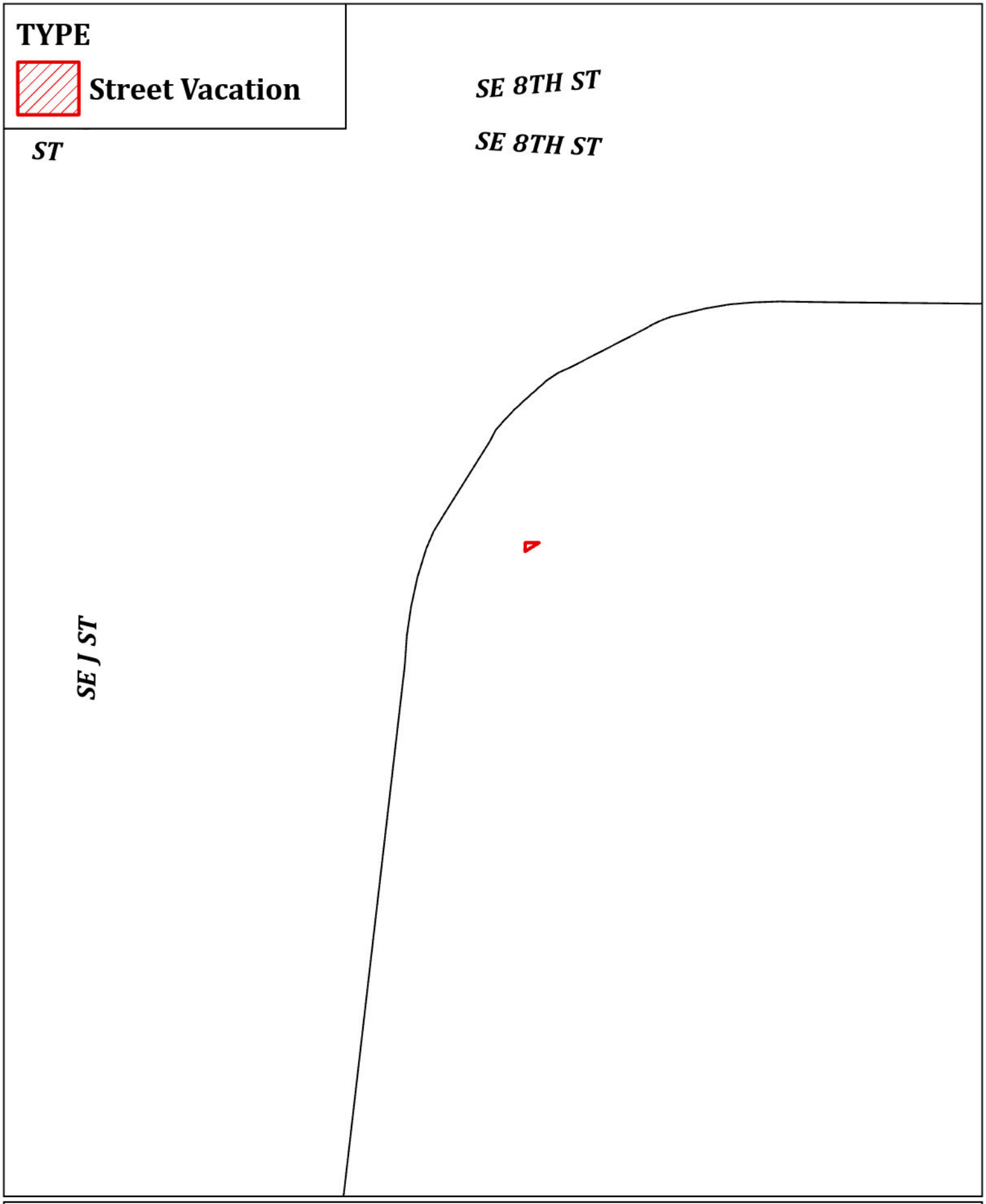
Is this Item Budgeted? ☐ **YES** ☐ **NO** ☐ **ITEM HAS NO COST** ☐ **OTHER:**_____

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):**_____

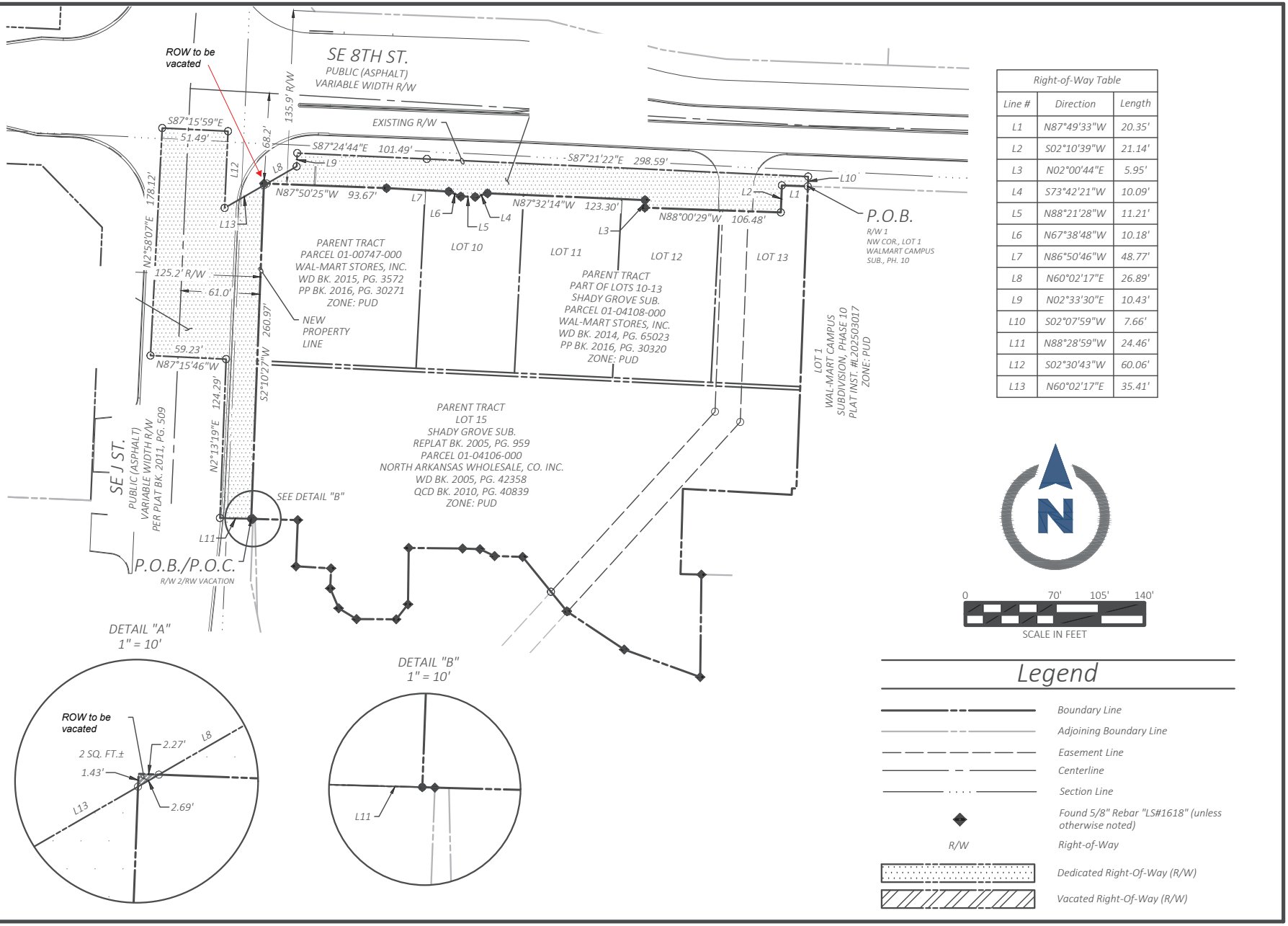
Budget Impact Notes for Consideration (Optional):



N
W E
S

VAC25-0025
Proposed ROW Vacation
Corner of SE 8th St and SE J St

THE CITY OF BENTONVILLE



Right-of-Way Table		
Line #	Direction	Length
L1	N87°49'33"W	20.35'
L2	S02°10'39"W	21.14'
L3	N02°00'44"E	5.95'
L4	S73°42'21"W	10.09'
L5	N88°21'28"W	11.21'
L6	N67°38'48"W	10.18'
L7	N86°50'46"W	48.77'
L8	N60°02'17"E	26.89'
L9	N02°33'30"E	10.43'
L10	S02°07'59"W	7.66'
L11	N88°28'59"W	24.46'
L12	S02°30'43"W	60.06'
L13	N60°02'17"E	35.41'

Legend

- Boundary Line
- Adjoining Boundary Line
- Easement Line
- Centerline
- Section Line
- Found 5/8" Rebar "LS#1618" (unless otherwise noted)
- R/W — Right-of-Way
- Dedicated Right-Of-Way (R/W)
- Vacated Right-Of-Way (R/W)

CEI ENGINEERING ASSOCIATES, INC.
3108 SW REGENCY PKWY
BENTONVILLE, AR 72712
PHONE: (479) 273-9472
FAX: (479) 273-0844
CORPORATE TBPLS FIRM #10031500

3030 LBJ FREEWAY, SUITE 100
DALLAS, TX 75234
PHONE: (972) 488-3737
FAX: (972) 488-6732

Walmart Campus
SE MARTIN LUTHER KING JR Pkwy
Bentonville, Benton County, Arkansas

PROFESSIONAL OF RECORD	DGR
DESIGNER	WAP
FIELD WORK	CSS
CEI PROJECT NUMBER	31470
DATE	4/30/2025
REVISION	REV-1

Office 11 RW Dedication

SHEET TITLE

SHEET NUMBER

1 OF 1

DRAWING LOCATION - S:\31000\31470\DRAWINGS SURVEY\SURVEY\31470FP OF 11\RW VACATE\31470 OF11 VACATE EXHIBIT.DWG – SAVED BY - WPIERSON

© 2025 CEI ENGINEERING ASSOCIATES, INC.

RESOLUTION NO._____

IN THE CITY COUNCIL FOR THE CITY OF BENTONVILLE, ARKANSAS

WHEREAS, a petition was duly filed with the City Council of Bentonville, Arkansas by Walmart Stores, Inc. requesting Street Right-of-Way Vacation (VAC25-0025) within the City of Bentonville, Arkansas be vacated, which said right of way is described as follows:

A tract of land situated in the Southeast Quarter (SE1/4) of Section 32, Township 20 North, Range 30 West, Benton County, Arkansas, being portions of the Right-of-Way of Southeast 8th Street and Southeast J Street and being described by metes and bounds as follows:

COMMENCING at a 5/8-inch rebar with cap LS1618 found on the West Line of Lot 15, Shady Grove Subdivision per Plat Book 2005, Page 959;
THENCE along the West Line of said Lot 15, North 02°10'27" East, 260.97 feet to the POINT OF BEGINNING;
THENCE departing said West Line, North 02°10'27" East, 1.43 feet;
THENCE South 87°50'25" East, 2.27 feet;
THENCE South 60°02'17" West, 2.69 feet to the POINT OF BEGINNING containing 2 square feet, more or less..

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

NOW, THEREFORE, BE IT RESOLVED, by the City of Bentonville, Arkansas, that the petition to vacate the above described Right-of-Way is set for a hearing August 26, 2025 at 6:00 p.m. in the City Council Room of the City of Bentonville, Arkansas, and the Bentonville City Clerk and Recorder is directed to give notice of this meeting by publication as set forth by Ark. Code Ann. Section 14-301-302(c).

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

_____
Malorie Marrs, City Clerk
Bentonville, Arkansas

_____
Stephanie Orman, Mayor
City of Bentonville, Arkansas

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	8/12/2025	**Submitted By:**	Cody Vaughn
Phone:	479-254-2062	**For Department(s):**	Transportation
Email:	cvaughn@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Resolution Approving Change Order #1 to ARDOT 090613 - Hwy 12/279 Intersection Improvements
Action Recommendation & Justification:	A Resolution approving change order #1 to Garver's Professional Service Agreement. A budget adjustment is needed.
Additional Comments for Consideration (Optional):	Change Order is requried for the addition of street lighting design and lighting design calculations as required by ARDOT. The 2025 revised budget contains $11,584.00 remaining from the original budget adjustment to recognize the grant on this project. An additional $28,428.00 is needed to fund the change order and will be reallocated from Setaside funds in the Street 2025 budget.
Amount for Approval:	$ 40,012.00

Budget Impact

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

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

203810-47380	Street Construction	$ 28,428.00	$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
203810-47820	Setaside - Capital Item	$ (28,428.00)	$
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):

Supplemental Agreement No. 1
ARDOT Job No. 090613
FEDERAL AID PROJECT (FAP) NO. STPU-9036(29)
Hwys. 12/279 Inters. Impvts. (Bentonville)

Date:_____

WHEREAS, the City of Bentonville and Garver, LLC (Garver) entered into an Agreement for Engineering Services on October 12, 2023 for the design of the Hwys. 12/279 Inters. Impvts.Project; and,

WHEREAS, the conceptual plans have been completed and approved by the Arkansas Department of Transportation (ARDOT); and

WHEREAS, the City of Bentonville desires for Garver to include the supplemental services for roadway lighting design and plans,

NOW THEREFORE, the following modifications will be made to the Agreement to include the described additional items of work:

MODIFICATIONS:

1. The "Contract Ceiling Price" (Section 1.2) is increased by $40,012 from $613,416 to $653,428.

2. The "Title I Services Ceiling Price" (Section 1.13) is increased by $40,012 from $613,416 to $653,428.

3. The "Title I Fixed Fee" (Section 3.4) is increased by $4,280 from $61,901 to $66,181.

4. See Attachment A for the additions and modifications to Section 13 DELIVERABLES.

5. See Attachment A for the additions and modifications to Appendix A-1 SCOPE OF WORK.

6. See Attachment A-2 for additions to Appendix A-2 – Justification of fees and costs.

IN WITNESS WHEREOF, the parties execute this Supplemental Agreement No. 1, to be effective upon the date set out above.

GARVER, LLC

BY:_____
Vice President

CITY OF Bentonville

BY:_____
Mayor

Add the following items to Agreement Section 13:

13. DELIVERABLES

13.3. Preliminary Design Phase (50%)
13.3.10 50% Roadway Lighting Plans
13.3.11 50% Roadway Lighting Calculations according to the ARDOT Lighting Design Guide.

13.4. Final Design Phase (90%/100%)
13.4.9. 90% Complete Roadway Lighting Plans
13.4.10. 100% Complete Roadway Lighting Calculations
13.4.11. Provide Lighting Special Provisions

Add the following items to Appendix A-1 SCOPE OF WORK:

3. ROADWAY DESIGN AND PLANS

3.3 PRELIMINARY ROADWAY DESIGN (50% SUBMITTAL)

3.3.6. The 50% preliminary roadway plans shall show, as a minimum:

3.3.6.11. Roadway Lighting Plans and Details showing:

- General and lighting notes
- Summary of illumination quantities
- Light pole schedule table showing location, arm and head orientation, and height of each pole
- Power tables and notes
- Illumination statistics and design criteria tables and notes
- Layout sheets (show light poles, pull boxes, conduit runs, service point, illumination and wiring notes, design scale, and north arrow)
- Illumination and power details including:
  - Light pole detail
  - Light pole foundation detail
  - Splice and Grounding details
  - Wiring diagram
  - Luminaire wiring schematics
  - One line diagram of each electric circuits
  - Luminaire service point assembly
  - Additional details as needed related to each project

3.3.6.11. Provide roadway lighting design calculations according to the ARDOT Lighting Design Guide including:

- Illumination photometrics

3.3 FINAL ROADWAY DESIGN (90/100% SUBMITTAL)

3.4.16. Roadway Lighting Plan Sheets.

Attachment A-2 Supplemental Agreement 1 - Justification of Costs and Fees
April 17, 2025
Job 090613 Hwys. 12/279 Inters. Impvts. (Bentonville)(S)

PROJECT SUMMARY

TITLE I SERVICES	HOURS	SALARY	FIXED FEE	EXPENSES	TOTAL
PROJECT MANAGEMENT	93	$19,681	$2,359	$7	$22,047
SURVEYS	689	$76,513	$9,172	$10,997	$96,682
ENVIRONMENTAL	818	$135,676	$16,265	$5,443	$157,384
TRAFFIC STUDY	127	$25,069	$3,005	$2,008	$30,082
ROADWAY DESIGN & PLANS	1,149	$153,469	$18,398	$763	$172,630
RIGHT OF WAY	534	$101,652	$12,186	$256	$114,094
BIDDING	27	$4,305	$516	$26	$4,847
ROADWAY LIGHTING DESIGN & PLANS (SA #1)	245	$35,702	$4,280	$30	$40,012
SUBTOTAL TITLE I	**3,682**	**$552,067**	**$66,181**	**$19,530**	**$637,778**
SUBCONSULTANTS TITLE I					
Terracon Consultants, Inc. - Geotechnical (Lump Sum) - See App. B-1					$15,650
SUBTOTAL SUBCONSULTANTS TITLE I	**0**	**$0**	**$0**	**$0**	**$15,650**
TOTAL TITLE I	3,682	**$552,067**	**$66,181**	**$19,530**	**$653,428**
TITLE II SERVICES					
NOT APPLICABLE					
TOTAL TITLE II	**0**	**$0**	**$0**	**$0**	**$0**
TOTAL PROJECT	3,682	**$552,067**	**$66,181**	**$19,530**	**$653,428**

ROADWAY LIGHTING DESIGN & PLANS

MANHOURS								
TASK	PM2	PE	SDE	DE	TECH	ADMIN	TECH2	TOTAL
Roadway Lighting Design								
Photometric Analysis	1	4		8				13
Photometric Exhibits		4		4				8
Lighting Layout	1	4		14				19
Utility Coordination		4		2				6
Site Conflict Coordination		4		4				8
Conduit and Pull Box Layout		2		6				8
QA/QC	1	2		6				9
Calculation Submittal	1	2		6				9
50% Roadway Lighting Plans								
General and Lighting Notes		1		2			2	5
Illumination Quantities		2		8			2	12
Light Pole Schedule		2		8				10
Power Tables and Notes		2		8				10
Illumination statistics and design criteria tables		2		2				4
Layout Sheets		3		12			14	29
Details		2		8			4	14
QA/QC	1	4						5
Plan Submittal/Address ARDOT/City Comments		1		1				2
90% Roadway Lighting Plans								
Illumination Quantities		2		4				6
Light Pole Schedule		2		6				8
Power Tables and Notes		1		1				2
Illumination statistics and design criteria tables		2		2				4
Layout Sheets		2		8			2	12
Details		1		1			2	4
Plan Submittal/Address ARDOT/City Comments	1	8		16				25
100% Roadway Lighting Plans								
Plan Check	1	4		2				7
Final Plans Submittal (Signed and Sealed)		4		2				6
_ MH - ROADWAY LIGHTING DESIGN & PLANS	7	71	0	141	0	0	26	245

LABOR COSTS			
Category - Description	Rate	MH	Amount
PM2 - Project Manager (E-5/E-6)	$98.00	7	$686
PE - Project Engineer (E-3/E-4)	$66.00	71	$4,686
SDE - Sr. Design Engineer (E-2)	$48.00	0	$0
DE - Design Engineer (E-1)	$42.00	141	$5,922
TECH - Technician (T-1)	$30.00	0	$0
ADMIN - Administrative Assistant (AM-1)	$25.00	0	$0
TECH2 - Technician II (T-2)	$37.00	26	$962
		Subtotal	$12,256
	Overhead	191.01%	$23,410
		Subtotal	$35,666
		Fixed Fee	$4,280

ROADWAY LIGHTING DESIGN & PLANS

MANHOURS								
TASK	PM2	PE	SDE	DE	TECH	ADMIN	TECH2	TOTAL
							FCCM 0.29%	$36
							Subtotal Labor Costs	**$39,982**

EXPENSES				
ITEM	Quantity	Unit	Rate	Amount
Printing (8 1/2 x 11 B&W)	100	each	$0.10	$10.00
Printing (11 x 17 B&W)	25	each	$0.20	$5.00
Mileage (1 trips @ 25 miles per trip)	25	miles	$0.585	$14.63
			Subtotal Expenses	$29.63
			Subtotal Expenses (rounded)	$30
			TOTAL COSTS - ROADWAY LIGHTING DESIGN & PLANS	**$40,012**

BASIS OF ESTIMATE	
Description	Miles
Main Lanes	1.0
Side Roads	0.1
TOTAL	1.1

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO CHANGE ORDER NO. 1, WITH GARVER, LLC, INCREASING THE CONTRACT AMOUNT BY FORTY THOUSAND TWELVE DOLLARS ($40,012.00), FOR HIGHWAY 12/279 INTERSECTION IMPROVEMENTS; AMENDING THE 2025 BUDGET; AND FOR OTHER PURPOSES.

WHEREAS, The City of Bentonville has entered into a professional services agreement with Garver, LLC dated October 12, 2023;

WHEREAS, the need has arisen to enter into Change Order No. 1 which includes supplemental services for roadway lighting design and plans as required by ARDOT; 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 Change Order No. 1 with Garver, LLC, for additional services on the Highway 12/279 intersection improvements project, increasing the contract amount by forty thousand twelve dollars ($40,012.00) bringing the contract total to six hundred fifty-three thousand four hundred twenty-eight dollars ($653,428.00);

Section 2: The 2025 Budget is adjusted to appropriate twenty-eight thousand four hundred twenty-dight dollars ($28,428.00) from Account #203810-47820 – Setaside Capital Item into Account #203810-47380 – Street Construction;

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:	8/12/2025	**Submitted By:**	Beau Thompson
Phone:	479-271-3140	**For Department(s):**	Water Utilities (Sewer Rehab)
Email:	bthompson@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Resolution Authorizing a Water Utilities Overarching Capital Improvement Plan (CIP)
Action Recommendation & Justification:	A resolution authorizing the Mayor and City Clerk to enter into a professional services agreement with Freese & Nichols, Inc, in the amount of $487,496.00, to generate, coordinate, and update an Overarching Comprehensive Water Utilities Capital Improvement Plan. Utility Board approved 5-0. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	Freese & Nichols was selected through the RFQ selection process with RFQ-25-24. The Water Utilities Overarching CIP goal is to compile, update estimates, and prioritize capital improvements identified in the Water Master Plan and multiple Sewer Capacities Studies. A long term replacement plan with associated cost will be provided for all water utility infrastructure and assets. The Overarching CIP creation is funded by a 2024 Wastewater Improvement Grant.
Amount for Approval:	**$** 487,496.00

Budget Impact

Is this Item Budgeted? ☑ **YES** ☐ **NO** ☐ **ITEM HAS NO COST** ☑ **OTHER:** 2024 Wastewater Improvement Grant

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):

PROFESSIONAL SERVICES AGREEMENT

PROJECT NAME: RFQ-25-24 Water Utilities Overarching Capital Improvement Plan (CIP) ("PROJECT")

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

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

RECITALS:

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

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

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

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

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

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

ARTICLE I - PROJECT DESCRIPTION

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

ARTICLE II - SCOPE OF SERVICE

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

ARTICLE III - STANDARD OF CARE

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

ARTICLE IV - ADDITIONAL SERVICES

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

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

ARTICLE V - SCHEDULE OF FEES, SERVICES AND PAYMENT

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

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

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

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

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

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

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

ARTICLE VI - INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VII - RIGHT OF ACCESS

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

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

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

ARTICLE VIII - RECORDS AND RETENTION

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

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

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

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

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

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

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

ARTICLE IX - SAFETY

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

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

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

ARTICLE X - TERMINATION

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

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

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

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

ARTICLE XI - INDEMNIFICATION

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

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

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

ARTICLE XII - CONTINGENCY CLAUSE

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

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

ARTICLE XIII - RELATIONSHIP OF THE PARTIES

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

ARTICLE XIV - DISPUTE RESOLUTION

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

ARTICLE XV - OPINIONS OF PROBABLE COST

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

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

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

ARTICLE XVI - APPLICABLE LAWS

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

ARTICLE XVII - PRECEDENCE

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

ARTICLE XVIII - SEVERABILITY

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

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

ARTICLE XIX - SURVIVAL OF OBLIGATIONS

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

ARTICLE XIX – ENTIRE AGREEMENT

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

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The cost of this AGREEMENT including all reimbursable expenses as described in the FEES AND SCHEDULE, **shall not exceed** four hundred eighty-seven thousand four hundred ninety-six dollars and zero cents ($487,496.00), unless otherwise approved by the CITY through an official AMENDMENT agreed and executed by CITY and PROFESSIONAL CONSULTANT.

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

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

APPENDIX A
PROJECT DESCRIPTION

BASIC PROJECT INFORMATION:

Professional Consultant will provide services associated with generating/compiling, coordinating, and managing an Overarching Comprehensive Water Utilities Capital Improvement Plan (Comprehensive CIP) that includes water distribution and storage systems, sanitary sewer collection systems, and wastewater treatment plant improvements for the City of Bentonville Water Utilities (BWU). BWU recently completed a Water Master Plan update and feasibility study to address wastewater treatment capacity and is pursuing multiple current studies on BWU's sanitary sewer collection system, as well as capital improvement and expansion design for BWU's Water Resource Recovery Facility (WRRF). The goal of this effort is to compile and prioritize capital improvements identified in those studies, along with upcoming projects, into one Overarching Comprehensive CIP.

APPENDIX B

SCOPE OF SERVICES

SERVICES BY THE CITY

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

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

SERVICES BY THE PROFESSIONAL CONSULTANT

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

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

903 N. 47th Street, Suite 250 + Rogers, Arkansas 72756 + 479-434-1160

SCOPE OF SERVICES
BENTONVILLE WATER UTILITY
OVERARCHING CAPITAL IMPROVEMENT PLAN

PROJECT UNDERSTANDING:

Freese and Nichols, Inc. (FNI) will provide services associated with generating/compiling, coordinating, and managing an Overarching Comprehensive Water Utilities Capital Improvement Plan (Comprehensive CIP) that includes water distribution and storage systems, sanitary sewer collection systems, and wastewater treatment plant improvements for the City of Bentonville Water Utilities (BWU). BWU recently completed a Water Master Plan update and feasibility study to address wastewater treatment capacity and is pursuing multiple current studies on BWU's sanitary sewer collection system, as well as capital improvement and expansion design for BWU's Water Resource Recovery Facility (WRRF). The goal of this effort is to compile and prioritize capital improvements identified in those studies, along with upcoming projects, into one Overarching Comprehensive CIP.

ARTICLE I. BASIC SERVICES BY TASK

The Project will include the development of a Comprehensive CIP Workbook. FNI will deliver the services as specified in the tasks outlined below.

Task A: Development of Comprehensive CIP

- A1: Perform CIP Data Collection, Reviews, Recommendations & Project Admin.
- A2: Develop Initial Comprehensive CIP System Templates
- A3: Compile Initial CIP Projects List and Facilitate Prioritization Workshops
- A4: Generate Draft Comprehensive CIP
- A5: Draft Comprehensive CIP Workshop
- A6: Generate Comprehensive CIP Workbook
- A7: Presentation to Bentonville Utility Board/City Council

Task B: Conduct Annual Comprehensive CIP Updates

FNI will submit draft memorandums to BWU via Teams SharePoint for BWU's review and comment. FNI will receive BWU comments through Teams SharePoint and/or through workshop discussions. FNI will address BWU's comments, finalize, and send five printed copies, one electronic PDF version on a USB drive and via Teams SharePoint. FNI's basic services are based on up to two rounds of comments per submittal, and that timely comments are provided by BWU staff, typically within ten calendar days.

TASK A: DEVELOPMENT OF COMPREHENSIVE CIP

Task A1: Perform CIP Data Collection, Reviews, Recommendations and Project Administration

A1.1 Project Kickoff Meeting: FNI will meet with BWU staff to discuss the scope of work, project goals, and expectations. FNI will assess available information, factors impacting the Comprehensive CIP, funding status, and existing key information to help formulate and set the conditions for a successful Comprehensive CIP. FNI will then collaborate with BWU to clearly identify, agree upon and codify the goals, objectives and key performance measures of the Comprehensive CIP, and have a preliminary discussion of the specific information to be included on the individual Project Information Forms (PIFs), and project prioritization criteria.

A1.2. Monthly Progress Meetings: The FNI Project Manager (PM) will meet with BWU staff in person, and other FNI staff virtually, on a monthly basis. The purpose of these meetings will be to collaborate with BWU on any concerns or issues concerning data request items, results, recommendations, or any questions BWU may have. The frequency of collaboration may vary based on the phase of the project, but it is anticipated that one hour (1) every month will be designated for these activities for the project team.

A1.3. Project Administration: FNI will perform general administrative duties associated with the project, including planning, progress monitoring and monthly progress reporting, scheduling, quality control/quality assurance, and invoicing for the Project. These duties include maintaining regular contact with BWU to help meet the needs of BWU promptly and executing work according to the work plan, budget, and schedule.

A1.4. Data Collection: FNI will compile and review recent and ongoing studies, interagency requirements, regulatory requirements, operational/process improvements, annual renewal/replacement programs, and other information as needed.

A1.5. Review Existing Data: FNI will review current studies, master plans, capital improvement plans, and any related information to become familiar with the overall characteristics of the City of Bentonville including, but not limited to, zoning and land use, historical growth trends, future growth projections, infrastructure demands, city wide needs, financing. If needed, FNI may ask project specific questions to the consultants or BWU staff that performed the original studies.

A1.6. Initial Schedule Review: FNI will review schedules for existing water and sanitary sewer CIP projects in either the planning, design, or construction phase and provide recommendations on suggested schedule revisions. FNI's suggested schedule revisions will be based on overall project sequencing observations, and by collaborating with BWU staff to address annual budgets, staffing, development trends, and other BWU priorities.

A1.7. Inter-departmental Review: FNI will coordinate and gather input from other applicable City departments, such as Public Works and Transportation, that may affect the Comprehensive CIP.

A1.8 Recommendations to Address Aging Infrastructure: FNI will recommend annual CIP Replacement programs to BWU staff to manage and sustain BWU's assets to address aging infrastructure. The annual capital programs will be based on industry standards and guidelines for the average lifespan of categories of assets, such as tanks, lift stations, pipelines, etc. FNI will collaborate with BWU staff to define the types of projects to be capitalized for inclusion as CIP and to customize annual replacement budgets and asset selection criteria based on BWU priorities. The replacement projects will exclude repairs and routine maintenance projects included in BWU's Operations and Maintenance budget.

A1.9. Periodic Client Meetings: FNI project staff will meet with BWU staff as needed throughout the project to collaborate on project activities. Basic services include up to 13 one-hour meetings that will include the FNI PM and applicable FNI staff, and key BWU project team members. FNI Rogers staff will attend the meetings in-person and/or virtually as warranted, and FNI staff from other locations will attend virtually.

Task A2: Develop Initial Comprehensive CIP System Templates

FNI will set up the Comprehensive CIP System templates using Microsoft (MS) 365.

A2.1. Develop PIF template: FNI will setup the initial database schema to include relevant data attributes included on the PIFs, such project descriptions, project scopes, cost estimates, finance options, preliminary schedules and phasing for design, funding applications, land acquisitions (if applicable), and construction, project criticality score with justifications, triggers to accelerate the project, preliminary project delivery method, sequence with other projects, and other relevant information requested by BWU staff.

A2.2. Develop CIP report templates: FNI will develop a reporting structure for the Comprehensive CIP System subdivided into 1-year, 5-year, 10-year and 10 to 25-year planning horizons based on the format requested by BWU staff.

Task A3: Compile Initial CIP Projects List and Facilitate Prioritization Workshops

A3.1. Compile Initial CIP Projects List: FNI will compile a draft list of projects in MS365. The list will include the initial estimated budgets and schedules.

A3.2. Initial Cost Estimate Adjustments: FNI will review cost estimates from studies and master plans compared to market conditions for relevance and recommend adjustments as needed based on variances from industry standards, changes in economic/market conditions or other influencing factors. Cost estimates will be provided to Class 3 through 5 expected accuracy levels dependent on the individual project phase milestone defined by the Association for the Advancement of Cost Engineering (AACE).

A3.3. Prioritization Workshop: FNI will conduct a prioritization workshop with key stakeholders to confirm which criteria should be used in generating the comprehensive CIP. In advance of the workshop, FNI will develop a matrix with initial project rankings for a select group of projects based on the project prioritization criteria from Task A1.1. During the workshop, FNI will adjust

the project criteria weightings in real-time to see how it impacts the scoring. Achieving buy-in at this point will allow the BWU team to develop a draft comprehensive CIP that has understandable methodology and is defensible. During the workshop, FNI will work with BWU staff to identify any annual budget, funding, staffing, or other limits to be applied to the Draft Comprehensive CIP. FNI's basic services include one workshop with up to three FNI staff attending in person, and up to four applicable FNI staff attending virtually.

Task A4: Generate Draft Comprehensive CIP Workbook

A4.1. Prepare PIFs: Using the templates developed in Task A3.1, FNI will prepare PIFs for each of the projects listed in the comprehensive CIP matrix.

A4.2. Prepare Draft Comprehensive CIP: Using the templates developed in Task A3.2, FNI will prepare a Draft Comprehensive CIP subdivided into 1-year, 5-year, 10-year and 10 to 25-year planning horizons.

A4.3. Design Support: FNI's design support specialists will perform a QA/QC review and edit of the individual PIFs in the 5-year CIP to further define the components of proposed improvements.

Task A5: Draft Comprehensive CIP Workshop

A5.1. Draft Comprehensive CIP Workshop: FNI will present the Draft Comprehensive CIP to BWU staff at an in-person Workshop. FNI will submit the Draft to the BWU staff for review at least two weeks prior to presentation at the Workshop. The purpose of the Workshop is to collaborate with the BWU staff to ensure that the proposed Draft Comprehensive CIP addresses BWU's priorities and budgets. During the Workshop, FNI will review and discuss the individual projects to get consensus on the project's criticality score, project delivery method, and timeline, focusing on projects recommended for the 1-year CIP.

FNI can facilitate additional Workshops as warranted to ensure consensus with BWU staff on the Comprehensive CIP, as additional services.

Task A6: Generate Comprehensive CIP Workbook

A6.1. Generate Comprehensive CIP Workbook: After the Draft Comprehensive CIP has been reviewed and approved by BWU Staff at the Workshop(s), FNI will generate the Comprehensive CIP subdivided into 1-year, 5-year, 10-year and 10 to 25-year planning horizons. FNI will provide 5 printed copies of the Comprehensive CIP Workbook, one electronic version on a USB drive, and one electronic copy to be submitted via Teams SharePoint.

Task A7: Present at Bentonville Utility Board and City Council

A7.1. Present at Bentonville Utility Board: FNI will present the Comprehensive CIP to the Bentonville Utility Board. FNI's basic services include up to three FNI staff presenting in person at one Utility Board meeting.

A7.2. Present at Bentonville City Council: FNI's will address comments from the Utility Board, if any, and present the Comprehensive CIP to the Bentonville City Council. FNI's basic services include up to three FNI staff presenting in person at one City Council meeting.

TASK B: CONDUCT ANNUAL COMPREHENSIVE CIP UPDATES

B1.1. Annual Updates: FNI will update the Comprehensive CIP annually based on BWU's current requirements and budgets. Additional projects will be added, or existing projects adjusted as warranted. The 5-year planning horizon within the Comprehensive CIP will be used to determine the upcoming year's CIP.

FNI will update the Comprehensive CIP as appropriate upon completion of additional studies and/or master plans, changes in demand growth, or financing opportunities or lack thereof. FNI's basic services for annual CIP updates include 248 hours of FNI staff time, with FNI Rogers staff attending in person, and other applicable staff attending virtually.

B1.2. Annual Workshops: FNI will facilitate two Workshops annually, normally within the 2nd and 4th quarters, to update the Comprehensive CIP. The Workshops will be scheduled based on the BWU's budget cycles and will cover the progress of existing CIP, including costs, issues, and schedules, and to finalize the selection of projects for inclusion in the upcoming year's budget. FNI's basic services include two workshops with up to two FNI staff attending in person, and up to four applicable FNI staff attending virtually. If warranted, FNI can facilitate additional workshops as additional services.

ARTICLE II: ADDITIONAL SERVICES

Additional Services to be performed by FNI, if authorized by Client, which are not included in the above-described basic services, are described as follows:

A. Program Management

   a. Perform program controls and reporting.

   b. Conduct monthly capital project update meetings with BWU

   c. Participate in meetings for key projects as required.

   d. Review project schedules, assist in managing overall CIP cash flow and verify cost estimates based on historical bid tabs and construction trends.

   e. Assist with preparing staff reports and presentations for the Bentonville City Council or other Board or Commission meetings.

   f. In collaboration with BWU, conduct a risk assessment on strategic projects and develop risk mitigation plans and contingencies in a risk register. The risk management effort would begin during the project design phase and continue until the project is commissioned. Risk management workshops will include the FNI Project Manager, FNI W/WW Planning Staff, Engineer of Record, Contractor, BWU Project Manager, and BWU Staff.

   g. Coordinate with BWU staff as required to convey the status of the overall program

B. Staff time and travel expenses for meetings and workshops more than the quantities defined as basic services

C. Presenting at additional Bentonville City Council and Committee meetings

D. Revising drawings or other report documents when such revisions are 1) not consistent with approvals or instructions previously given by Client or 2) due to other causes not solely within the control of FNI.

E. Meeting or trips beyond those included in Article I for coordination meetings, public meetings or other activities. Additional meetings requested by the client more than those included in Article I will be billed hourly in accordance with the rates outlined in Attachment CO.

F. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications.

G. Preparing data and reports for the Client in advance of hearings before regulatory agencies, courts, arbitration panels or any mediator, giving testimony, personally or by deposition, and preparations therefore before any regulatory agency, court, arbitration panel or mediator.

H. Revisions, contract modifications, studies or analysis required to comply with local, State, Federal or other regulatory agencies that become effective after the date of this agreement.

I. Providing basic or additional services on an accelerated time schedule. This includes cost for overtime wages of employees and consultants, inefficiencies in work sequence and plotting or reproduction costs directly attributable to an accelerated time schedule directed by the Client.

J. Providing document revisions more than those outlined in Article I.

K. Purchase of CIP Software.

L. Development of CIP GIS dashboards.

M. Attend CIP Software Demonstrations

N. CIP Software Implementation Support, including uploading the Comprehensive CIP into BWU's planned Enterprise CIP software.

ARTICLE III: TIME OF COMPLETION

FNI is authorized to commence work on the services upon execution of this Agreement and agrees to complete these services in accordance with the estimated schedule below.

Project Milestones	Estimated weeks to complete
Basic Services	
Task A: Development of Comprehensive CIP	
• A1: Perform CIP Data Collection, Reviews, Recommendations & Project Admin.	3
• A2: Develop Initial Comprehensive CIP System Templates	4
• A3: Compile Initial CIP Projects List and Facilitate Prioritization Workshops	6
• A4: Generate Draft Comprehensive CIP	6
• A5: Draft Comprehensive CIP Workshop	2
• A6: Generate Comprehensive CIP Workbook	4
• A7: Presentation to Bentonville Utility Board/City Council	2
Task B: Conduct Annual Comprehensive CIP Updates	4 weeks/year

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust the contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in Client or regulatory reviews, delays on the flow of information to be provided to FNI, governmental approvals, etc. These delays may result in an adjustment to compensation as outlined in this Agreement and will be based upon rates outlined in Attachment CO.

ARTICLE IV: RESPONSIBILITIES OF OWNER

The client shall perform the following in a timely manner so as not to delay the project:

A. Provide meeting space and coordinate equipment needs, room set up, and logistics for meetings outlined in Article I.

B. Invite stakeholders and host public meeting(s). This includes email, mail, newsletter or other forms of notification.

C. Examine and provide prompt feedback on all submittals, draft reports, sketches, drawings, and other documents presented by FNI within a reasonable time so as not to delay the project.

D. Designate in writing a person to act as Client's representative relative to this Agreement. Such person shall have contract authority to transmit instructions, receive information, interpret and define Client's policies and decisions with respect to FNI's services for the Project.

E. Arrange for access to and make all provisions for FNI to enter upon public and private property as required for FNI to perform services under this Agreement.

F. Bear all costs incident to compliance with the requirements of this Article.

APPENDIX D

FEE SCHEDULE

ARTICLE V: COMPENSATION

The total fee to develop the Comprehensive CIP (Task A) shall not exceed three hundred fourteen thousand eight hundred and ninety-five dollars ($314,895).

The total fees for annual CIP updates (Task B) shall not exceed eighty-four thousand five hundred seventy-five dollars ($84,575) in 2026, and eighty-eight thousand and twenty-six dollars ($88,026) in 2027.

If FNI sees the Scope of Services changing so that additional services are needed, FNI will notify BWU for BWU's approval before proceeding.

Task	Description	Total
A1	Perform CIP Data Collection, Reviews, Recommendations & Project Admin.	$92,411
A2	Develop Initial Comprehensive CIP System Templates	$31,091
A3	Compile Initial CIP Projects List and Facilitate Prioritization Workshops	$48,464
A4	Generate Draft Comprehensive CIP	$85,381
A5	Draft Comprehensive CIP Workshop	$13,729
A6	Generate Comprehensive CIP Workbook	$24,222
A7	Presentation to Utility Board/City Council	$19,597
	Subtotal Task A	**$314,895**
B	Conduct Annual Comprehensive CIP Updates	
	2026 Update to Prepare 2027 Budget	$84,575
	2027 Update to Prepare 2028 Budget	$88,026
	Subtotal Task B	**$172,601**
Total		$487,496

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH FREESE AND NICHOLS, INC., IN THE AMOUNT OF FOUR HUNDRED EIGHTY-SEVEN THOUSAND FOUR HUNDRED NINETY-SIX DOLLARS ($487,496.00); AND FOR OTHER PURPOSES.

WHEREAS, The City of Bentonville desires to enter into an agreement with Freese and Nichols, Inc. for generating, compiling, coordinating, and updating an Overarching Comprehensive Water Utilities Capital Improvement Plan;

WHEREAS, Freese and Nichols, Inc. was selected through the RFQ selection process with RFQ-25-24; and

WHEREAS, no budget adjustment is needed.

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

Section 1: The Mayor and City Clerk are authorized to enter into an agreement with Freese and Nichols, Inc., for the generating, compiling, coordinating, and updating of an Overarching Comprehensive Water Utilities Capital Improvement Plan in an amount not to exceed four hundred eighty-seven thousand four hundred ninety-six dollars ($487,496.00);

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):**	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 for Emergency Connection with Benton Washington Regional Public Water
Action Recommendation & Justification:	Resolution to enter into agreement with Benton Washington Regional Public Water Authority for two 24" emergency connections as payment for a Permanent Waterline (2.52ac) & Temporary Construction (4.81ac) easement through Slaughter Pen Park for the construction of a 54" Transmission line. Utility Board approved 5-0. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	Each 24" plugged valve is valued at $93,399.70. The property was appraised with an easement value of $83,900.00. This is reasonable compensation for the underground utility easement. BWRPWA is in the Large Scale Development process and all City infrastructure has been accommodated. A temporary reroute of the Razorback Greenway will be constructed as part of this project. The two connections will help serve the north side of our system in an emergency.
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):

BENTON WASHINGTON REGIONAL
PUBLIC WATER AUTHORITY
54" WATER LINE EASEMENT
TRACT:
PARCEL: _____

CONTRACT TO SELL
REAL ESTATE FOR UTILITY EASEMENT PURPOSES

Grantor: City of Bentonville, Arkansas
Grantor Address: 1000 SW 14th Street
Site Address: North Walton Blvd and Northwest A Street

Grantee: BENTON WASHINGTON REGIONAL PUBLIC WATER AUTHORITY

IN CONSIDERATION of the benefits that will inure to the Grantor, noted above, and the public, the Grantor does hereby agree to grant and convey to the BENTON WASHINGTON REGIONAL PUBLIC WATER AUTHORITY, (BWRPWA) and its successors and assigns upon the terms and conditions hereinafter stated, the right to purchase permanent and temporary easement for the construction, maintenance, and repair of waterlines and related utilities over, across and through the following described real estate, save and except the oil and gas only therein and thereunder, situated in the County of Benton, State of Arkansas, to wit:

LEGAL DESCRIPTION
See **Exhibits 1, 2 and 3**
attached and incorporated
herein by reference

PAYMENT DUE:

As the sole consideration for the grant of the easements described herein, the Benton Washington Regional Public Water Authority ("BWRPWA") agrees to install two (2) 24-inch diameter outlet connections, each equipped with a 24-inch plugged valve. These outlets shall be constructed at the following locations in accordance with the terms set forth in **Exhibit "4"** that is attached hereto and incorporated herein by reference:

1. One (1) outlet on the Slaughter Pen Park property, adjacent to the existing water line owned and operated by Bentonville Water Utilities ("BWU"); and
2. One (1) outlet on the west side of Peach Orchard Road, in conjunction with the proposed 54-inch BWRPWA

water transmission main currently under design or construction.

Said outlet connections shall be approved by BWU and installed concurrently with the installation of the aforementioned 54-inch BWRPWA water main.

As compensation for the easement, BWRPWA agrees that BWU shall be permitted to connect to the installed valves as set forth in **Exhibit "4"** hereto, subject to any applicable governmental regulations and restrictions, and subject to BWU entering into an agreement for the purchase of water with BWRPWA in the standard form utilized by BWRPWA for the selling of water to similar entities.

The BWRPWA shall have the irrevocable right to exercise the "Contract to Sell" at any time within ninety (90) days from date; and it is agreed that if within the time above specified, the said BWRPWA shall declare its intention to exercise this "Contract to Sell" including the right to purchase said permanent and temporary easements on land of the Grantor. Upon presentation of the easements in the standard form utilized by BWRPWA Grantor will execute and sign a Utility and Temporary Easement when presented by the BWRPWA and receive payment of the stated "Payment Due" from the said BWPRPA.

Notwithstanding any other provision herein, it is expressly agreed that the grant of the easement(s) described herein is conditioned upon the performance by the Benton Washington Regional Public Water Authority ("BWRPWA") of its obligation to install the two (2) 24-inch outlet connections with 24-inch plugged valves, as set forth above. In the event BWRPWA fails to construct and provide said connections in accordance with the terms specified herein, then the easement(s) granted pursuant to this Agreement shall be deemed null and void ab initio, and all rights, title, and interest conveyed to BWRPWA under such easement(s) shall automatically revert to the Grantor without the necessity of further action, documentation, or judicial proceeding.

It is understood and agreed that closing costs will not accrue to the Grantor. BWRPWA will prepare the necessary documents for closing and BWRPWA will pay the cost of recording all easement documents.

Grantor warrants that it has good and valid title to the property upon which the permanent and temporary easements are being provided, that its undersigned representatives have all necessary approvals and authority to enter into this Contract and any easements and further agrees neither to sell nor encumber the said real estate during the term of the "Contract to Sell".

IN WITNESS WHEREOF this Agreement has been duly executed and made effective by the parties on this _____day of July, 2025.

CITY OF BENTONVILLE:

By: _____
Stephanie Orman, Mayor

BENT[redacted]UBLIC WATER AUTHORITY:

By: _____
Scott Borman, General Manager

ACKNOWLEDGMENT

STATE OF ARKANSAS)
)
COUNTY OF Benton)

BE IT REMEMBERED, that on this day came before the undersigned, a Notary Public, acting within and for the aforesaid County, on this day personally appeared Scott Borman, well known to me to be the person(s) whose name(s) is subscribed to the foregoing instrument and stated to me that they executed the same in their respective capacities noted hereon and for consideration and purposes therein mentioned and set forth.

[redacted]

[Seal]

Notary Public

EDWIN N. COOPER
MY COMMISSION # 12371283
EXPIRES: May 11, 2029
Benton County

My Commission Expires:

May 19, 2029

ACKNOWLEDGMENT

STATE OF ARKANSAS)
)
COUNTY OF _____)

BE IT REMEMBERED, that on this day came before the undersigned, a Notary Public, acting within and for the aforesaid County, on this day personally appeared Stephanie Orman, well known to me to be the person(s) whose name(s) is subscribed to the foregoing instrument and stated to me that they executed the same in their respective capacities noted hereon and for consideration and purposes therein mentioned and set forth.

[Seal]

_____

Notary Public

My Commission Expires:

_____

EXHIBIT "1" / EASEMENT DESCRIPTION

[To be Inserted]

PARCEL No. 01-16775-000

WATERLINE EASEMENTS

STATE OF ARKANSAS}
COUNTY OF BENTON}

KNOW ALL MEN BY THESE PRESENTS:

That, City of Bentonville, AR, (hereinafter referred to as the "GRANTOR") for and in consideration of the sum of one dollar ($1.00) and other good and valuable consideration, paid by the Benton Washington Regional Public Water Authority (hereinafter the "GRANTEE"), the receipt and sufficiency of which is hereby acknowledged, do hereby Grant, Bargain, Sell and Convey the GRANTEE, and unto its successors and assigns forever an permanent easement and right-of-way for constructing, operating, inspecting, maintaining, repairing, replacing, or removing water transmission pipeline(s) over, across and under a strip of land described in attached Exhibit "A" together with a temporary construction easement adjacent to the permanent right-of-way as needed for installation on the following described real property situated in Benton County, Arkansas, to-wit:

A "Permanent Easement" of the size and width as shown and described on Exhibit "A" which is attached hereto and incorporated herein by reference.

Also, a "Temporary Construction Easement" as shown on Exhibit "A" being parallel with said permanent easement unless shown otherwise, granted herein with said Temporary Construction Easement existing for the longer of one (1) year beginning with the initial construction on said property or until initial construction of the waterlines across the Permanent Easement are completed.

GRANTEE shall have the right of ingress and egress over, along and across adjacent lands owned, leased or controlled by Grantor to or from said Permanent Easement for any and all purposes relating to or in any way connected with the construction, operation, maintenance and use of pipelines, structures, facilities and other property of the GRANTEE located on the Permanent Easement. GRANTEE shall have and is hereby granted the right of constructing, reconstructing, locating, relocating, inspecting, patrolling, expanding existing facilities or such additional facilities, pipelines and appurtenances as may be required in the future, and maintaining and removing said pipelines and appurtenances. GRANTEE shall have and is hereby granted the further right at all times to remove from said lands all crops, vegetation, undergrowth, trees, and parts thereof, or other obstructions, which in the opinion of GRANTEE, restricts access, constitutes a hazard, or endangers the safety and/or the reliability of said pipelines or their appurtenances and/or the public, and/or the purpose of installing additional facilities. In the event exercise of access or egress rights across adjacent property of GRANTOR results in damage to adjacent property, GRANTEE shall restore said damaged property as close as is reasonable to its original condition.

PARCEL No. 01-16775-000

WATERLINE EASEMENTS

GRANTOR further agrees that the easements and rights-of-way described herein shall include the right of GRANTEE of setting and maintaining any necessary gates in fences adjacent to, over or across the limits of the easements and rights-of-way hereby granted, in the event that the construction, configuration of, access to or egress from the GRANTEE's facilities, make it necessary or desirable.

GRANTEE shall construct all facilities underground, but reserves the right at its option to construct manholes, valve boxes, air release valves and vaults, or any other necessary facility to a height above finished ground sufficient to protect the integrity of the system.

GRANTOR shall not erect any buildings, structures, or any other improvements, other than fences, above ground and within the Permanent Easement and no trees shall be planted or permitted by GRANTEE on said Permanent Easement. GRANTOR shall not be entitled to any compensation for trees, vegetation, undergrowth, growing crops, or other obstructions, trimmed, removed or disturbed within the Permanent Easement by virtue of GRANTEE's exercise of the rights under this agreement.

All covenants and agreements herein contained shall extend to and be binding upon the respective heirs, successors and assigns of the parties hereto forever.

GRANTORS warrant that they own the above-described property.

WITNESS the execution hereof this the _____ day of _____, 2025.

_____

_____

PARCEL No. 01-16775-000
WATERLINE EASEMENTS

ACKNOWLEDGMENT

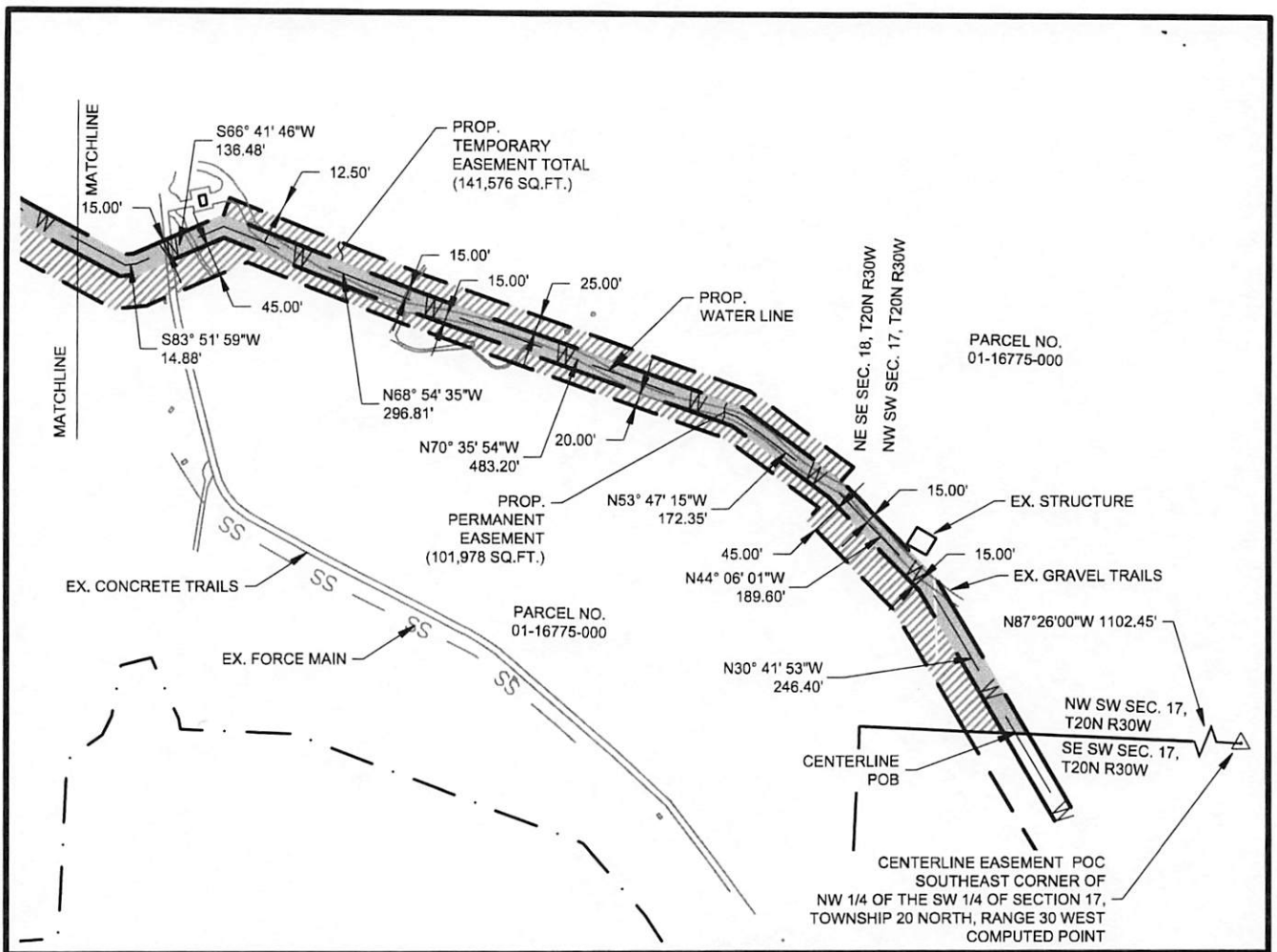
STATE OF ARKANSAS}
COUNTY OF _____}

BE IT REMEMBERED, that on this day came before me, a Notary Public, within and for said County and State, duly commissioned and acting, personally appeared the person(s) shown above, to me well known as the person(s) who executed the foregoing Waterline Easements.

WITNESS my hand and seal on this _____ day of _____, 2025.

_____
Notary Public

My Commission expires_____.



CENTERLINE EASEMENT:

A PERMANENT CENTERLINE EASEMENT 30 FEET WIDE, BEING 15 FEET ON EACH SIDE AND AN ADDITIONAL TEMPORARY EASEMENT 45 FEET TO THE SOUTHWEST UNLESS SHOWN DIFFERENTLY IN THE EXHIBIT, BEING A PART OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION SEVENTEEN (17), TOWNSHIP TWENTY (20) NORTH, RANGE THIRTY (30) WEST, AS WELL AS A PART OF THE NORTHEAST QUARTER (NE1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION EIGHTEEN (18), TOWNSHIP 20 NORTH, RANGE 30 WEST, AND A PART OF THE NORTHWEST QUARTER (NW1/4) OF THE SE1/4 OF SECTION 18, TOWNSHIP 20 NORTH, RANGE 30 WEST IN BENTON COUNTY, ARKANSAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING FROM THE SOUTHEAST CORNER OF SAID NW1/4 OF THE SW1/4 OF SECTION 17, THENCE ALONG THE SOUTH LINE OF SAID NW1/4 OF THE SW1/4 OF SECTION 17 N87°23'00"W A DISTANCE OF 1102.45 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE EASEMENT; THENCE N30°41'53"W A DISTANCE OF 246.40 FEET; THENCE N44°06'01"W A DISTANCE OF 189.60 FEET; THENCE N53°47'15"W A DISTANCE OF 172.35 FEET; THENCE N70°35'54"W A DISTANCE OF 483.20 FEET; THENCE N68°54'35"W A DISTANCE OF 296.81 FEET; THENCE S66°41'46"W A DISTANCE OF 136.48 FEET; THENCE S83°51'59"W A DISTANCE OF 14.88 FEET; THENCE N62°09'13"W A DISTANCE OF 412.47 FEET; THENCE N61°32'15"W A DISTANCE OF 206.62 FEET; THENCE N38°27'38"W A DISTANCE OF 62.62 FEET; THENCE N67°07'33"W A DISTANCE OF 38.37 FEET; THENCE N63°35'55"W A DISTANCE OF 63.12 FEET; THENCE N67°33'04"W A DISTANCE OF 100.54 TO THE POINT OF TERMINATION. THE SIDE LINES OF THE HEREIN DESCRIBED CENTERLINE TO BE LENGTHENED OR SHORTENED SO AS TO INTERSECT WITH THE NORTH LINE OF SAID NW 1/4 OF THE SW 1/4 OF SECTION 17, AND THE EASTERN LINE OF PARCEL 01-20304-000 AS RECORDED IN BENTON COUNTY DOCUMENT L202204704. THE EASEMENT IS 2,787 FEET IN LENGTH, CONTAINING 2.34 ACRES (101,978 SQ.FT.) OF PERMANENT EASEMENT AND 3.25 ACRES (141,576 SQ.FT.) OF TEMPORARY EASEMENT, MORE OR LESS.

INDEX #36
CITY OF BENTONVILLE
1000 SW 14TH ST
BENTONVILLE AR 72712
PARCEL NO. 01-16775-000
TOTAL PERMANENT EASEMENT AREA = 2.34± ACRES (101,978 SQ. FT.)
TOTAL TEMPORARY EASEMENT AREA = 3.25± ACRES (141,576 SQ. FT.)

0 250'
1" = 250'-0"

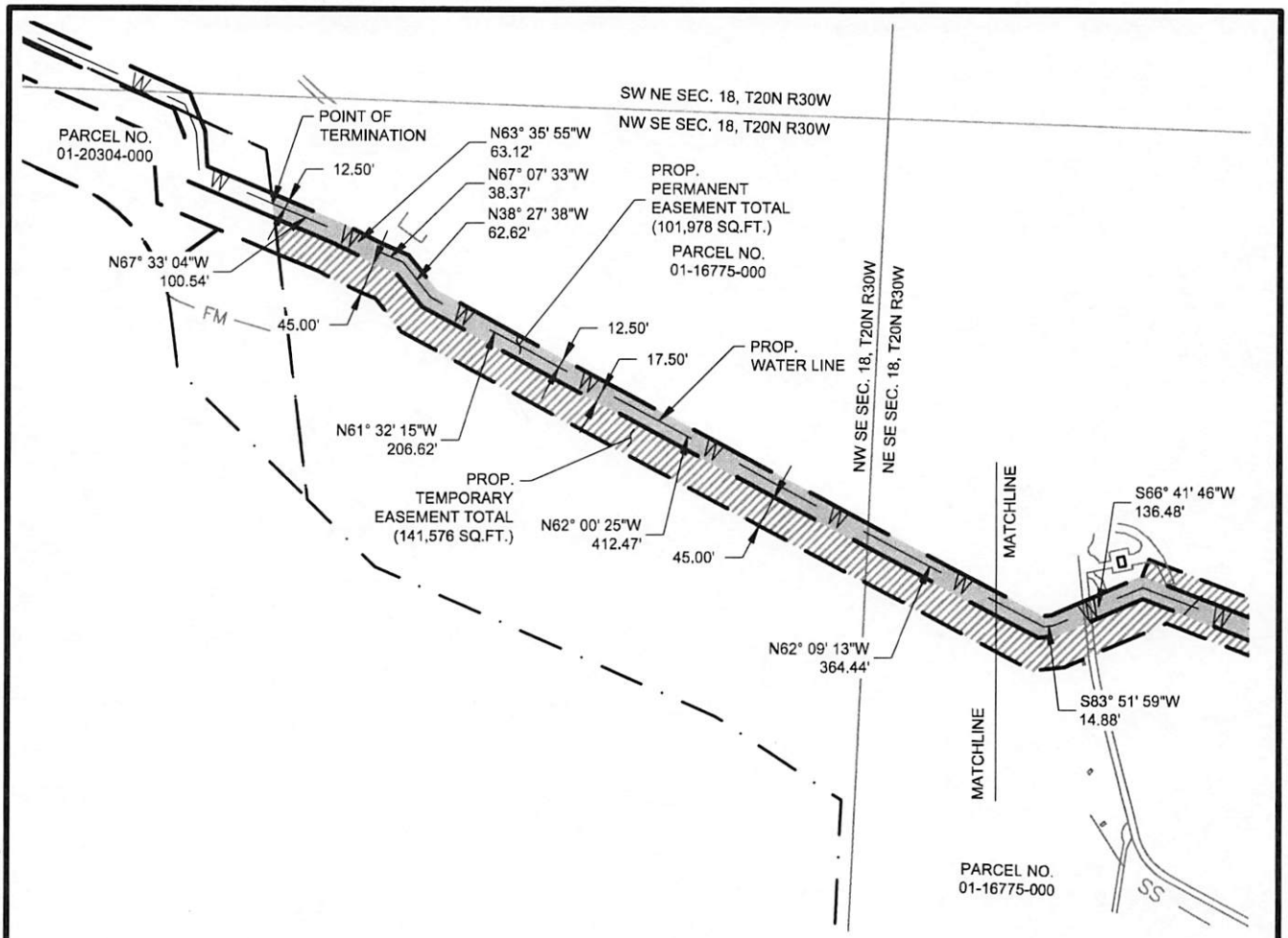
INDEX #36
EXHIBIT A

N

CRIST ENGINEERS, INC.
CONSULTING ENGINEERS
BENTON COUNTY, ARKANSAS
BWRPWA - DISTRIBUTION SYSTEM IMPROVEMENTS
PARALLEL WATER TRANSMISSION LINE
PHASE 2A
EXHIBIT A

DESIGNED: JDM
DRAFTED: CJM
CHECKED: JDM
DATE: JAN 2025
JOB NO.: 23018

P:\2023 Projects\23018 - BWRPWA - Phase 2 Water Transmission Line\06 - CADD\02 - Civil\00 - XREFS\23018 - Waterline Easements-REV2.dwg



CENTERLINE EASEMENT:

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N

CRIST ENGINEERS, INC.
CONSULTING ENGINEERS
BENTON COUNTY, ARKANSAS
BWRPWA - DISTRIBUTION SYSTEM IMPROVEMENTS
PARALLEL WATER TRANSMISSION LINE
PHASE 2A
EXHIBIT A

DESIGNED: JDM
DRAFTED: CJM
CHECKED: JDM
DATE: JAN 2025
JOB NO.: 23018

P:\2023 Projects\23018 - BWRPWA - Phase 2 Water Transmission Line\06 - CADD\02 - Civil\00 - XREFS\23018 - Waterline Easements-REV2.dwg

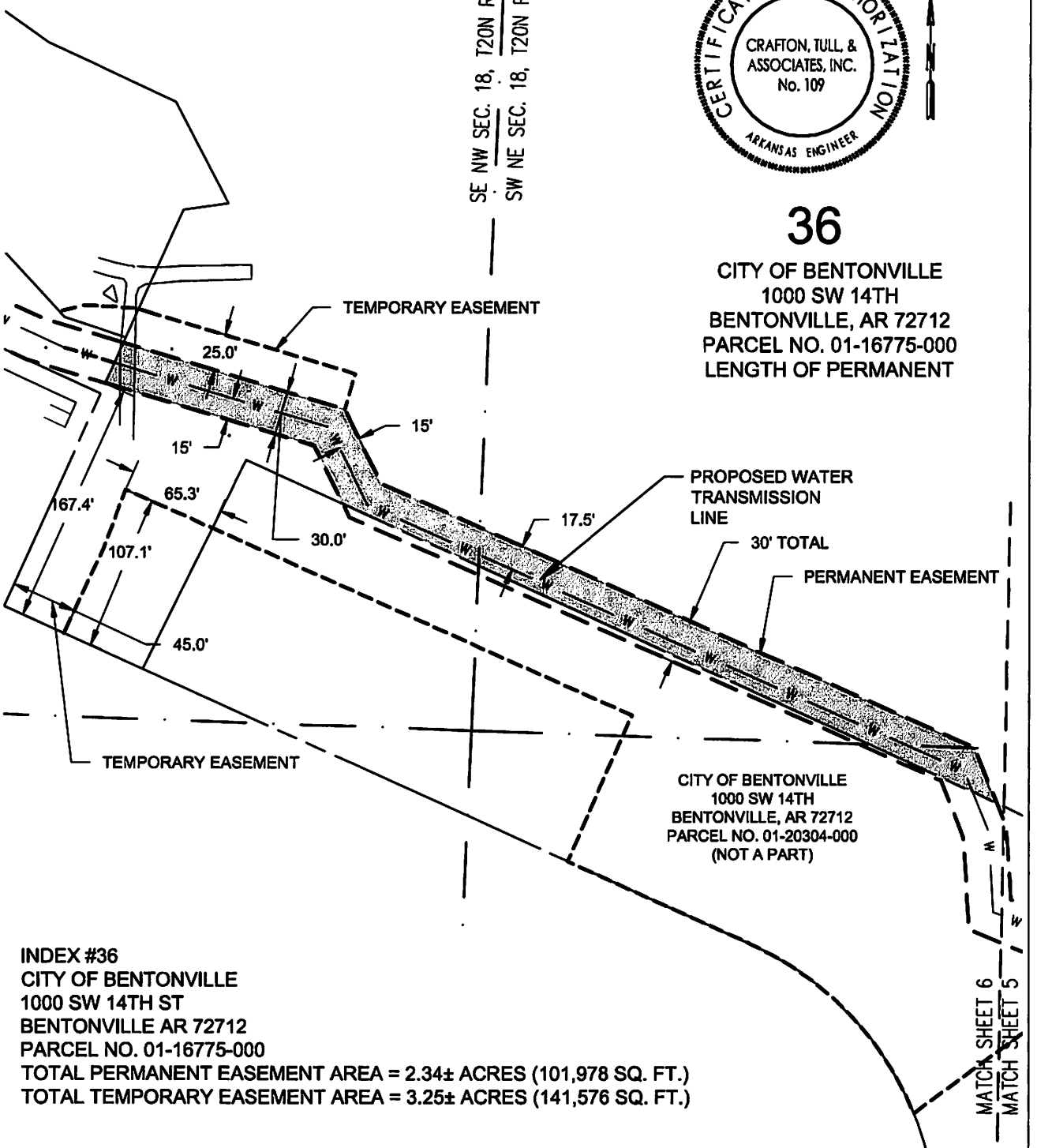
SECTION 17 & 18, T20N, R30W

SE NW SEC. 18, T20N R30W
SW NE SEC. 18, T20N R30W

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

36

CITY OF BENTONVILLE
1000 SW 14TH
BENTONVILLE, AR 72712
PARCEL NO. 01-16775-000
LENGTH OF PERMANENT



INDEX #36
CITY OF BENTONVILLE
1000 SW 14TH ST
BENTONVILLE AR 72712
PARCEL NO. 01-16775-000
TOTAL PERMANENT EASEMENT AREA = 2.34± ACRES (101,978 SQ. FT.)
TOTAL TEMPORARY EASEMENT AREA = 3.25± ACRES (141,576 SQ. FT.)

EXHIBIT PREPARED BY:

928 AIRPORT ROAD
HOT SPRINGS, ARKANSAS 71913
Crafton Tull
engineering | surveying
501.767.2366 t 501.767.6859 f
www.craftontull.com

0 100'
1" = 100'-0"

INDEX #36

N

EXHIBIT A

CRIST ENGINEERS, INC.
CONSULTING ENGINEERS
BENTON COUNTY, ARKANSAS
BWRPWA - WTP IMPROVEMENTS
PARALLEL WATER TRANSMISSION LINE
SEGMENT 2
EXHIBIT A

DESIGNED: DK
DRAFTED: RLS
CHECKED: DK
DATE: AUGUST 2024
JOB NO.: 23018
REV:

G:\23418400_BWRPWA\Ph2\INFRASTRUCTURE\SURVEY\DWG\23418400_ESMT.dwg

PAGE 6 OF 6

EXHIBIT "2" / EASEMENT DESCRIPTION

[To be Inserted]

PARCEL No. 01-20304-000

WATERLINE EASEMENTS

STATE OF ARKANSAS}
COUNTY OF BENTON}

KNOW ALL MEN BY THESE PRESENTS:

That, City of Bentonville, AR, (hereinafter referred to as the "GRANTOR") for and in consideration of the sum of one dollar ($1.00) and other good and valuable consideration, paid by the Benton Washington Regional Public Water Authority (hereinafter the "GRANTEE"), the receipt and sufficiency of which is hereby acknowledged, do hereby Grant, Bargain, Sell and Convey the GRANTEE, and unto its successors and assigns forever an permanent easement and right-of-way for constructing, operating, inspecting, maintaining, repairing, replacing, or removing water transmission pipeline(s) over, across and under a strip of land described in attached Exhibit "A" together with a temporary construction easement adjacent to the permanent right-of-way as needed for installation on the following described real property situated in Benton County, Arkansas, to-wit:

A "Permanent Easement" of the size and width as shown and described on Exhibit "A" which is attached hereto and incorporated herein by reference.

Also, a "Temporary Construction Easement" as shown on Exhibit "A" being parallel with said permanent easement unless shown otherwise, granted herein with said Temporary Construction Easement existing for the longer of one (1) year beginning with the initial construction on said property or until initial construction of the waterlines across the Permanent Easement are completed.

GRANTEE shall have the right of ingress and egress over, along and across adjacent lands owned, leased or controlled by Grantor to or from said Permanent Easement for any and all purposes relating to or in any way connected with the construction, operation, maintenance and use of pipelines, structures, facilities and other property of the GRANTEE located on the Permanent Easement. GRANTEE shall have and is hereby granted the right of constructing, reconstructing, locating, relocating, inspecting, patrolling, expanding existing facilities or such additional facilities, pipelines and appurtenances as may be required in the future, and maintaining and removing said pipelines and appurtenances. GRANTEE shall have and is hereby granted the further right at all times to remove from said lands all crops, vegetation, undergrowth, trees, and parts thereof, or other obstructions, which in the opinion of GRANTEE, restricts access, constitutes a hazard, or endangers the safety and/or the reliability of said pipelines or their appurtenances and/or the public, and/or the purpose of installing additional facilities. In the event exercise of access or egress rights across adjacent property of GRANTOR results in damage to adjacent property, GRANTEE shall restore said damaged property as close as is reasonable to its original condition.

PARCEL No. 01-20304-000

WATERLINE EASEMENTS

GRANTOR further agrees that the easements and rights-of-way described herein shall include the right of GRANTEE of setting and maintaining any necessary gates in fences adjacent to, over or across the limits of the easements and rights-of-way hereby granted, in the event that the construction, configuration of, access to or egress from the GRANTEE's facilities, make it necessary or desirable.

GRANTEE shall construct all facilities underground but reserves the right at its option to construct manholes, valve boxes, air release valves and vaults, or any other necessary facility to a height above finished ground sufficient to protect the integrity of the system.

GRANTOR shall not erect any buildings, structures, or any other improvements, other than fences, above ground and within the Permanent Easement and no trees shall be planted or permitted by GRANTEE on said Permanent Easement. GRANTOR shall not be entitled to any compensation for trees, vegetation, undergrowth, growing crops, or other obstructions, trimmed, removed or disturbed within the Permanent Easement by virtue of GRANTEE's exercise of the rights under this agreement.

All covenants and agreements herein contained shall extend to and be binding upon the respective heirs, successors and assigns of the parties hereto forever.

GRANTORS warrant that they own the above-described property.

WITNESS the execution hereof this the _____ day of _____, 2025.

_____

_____

PARCEL No. 01-20304-000
WATERLINE EASEMENTS

ACKNOWLEDGMENT

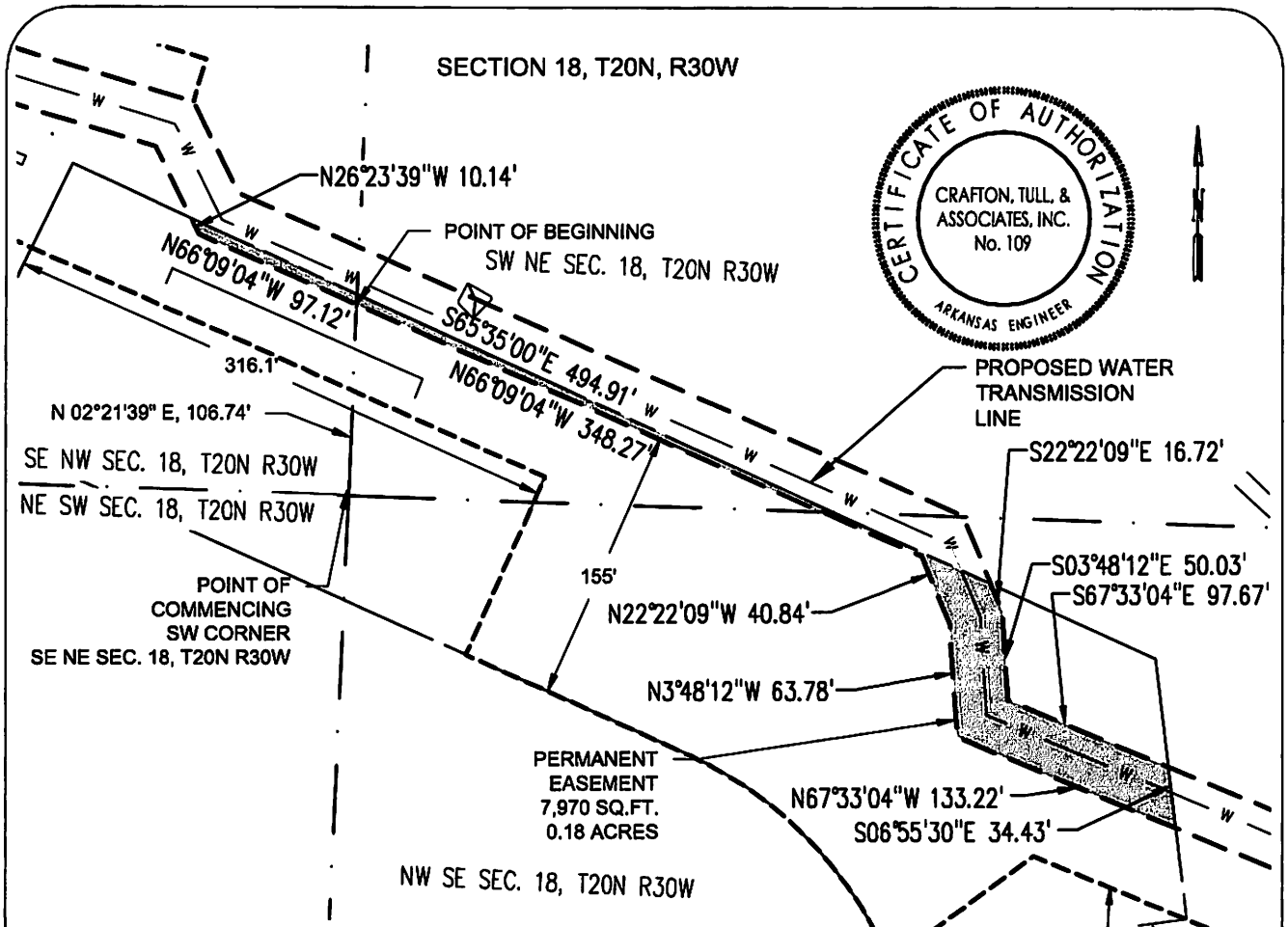
STATE OF ARKANSAS}
COUNTY OF _____}

BE IT REMEMBERED, that on this day came before me, a Notary Public, within and for said County and State, duly commissioned and acting, personally appeared the person(s) shown above, to me well known as the person(s) who executed the foregoing Waterline Easements.

WITNESS my hand and seal on this _____ day of _____, 2025.

_____
Notary Public

My Commission expires_____.



DESCRIPTION:

A VARIABLE WIDTH WATER LINE EASEMENT BEING PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER AND PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER ALL IN SECTION 18, TOWNSHIP 20 NORTH, RANGE 30 WEST IN BENTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE NORTH 02°21'39" EAST, 106.74 FEET TO THE POINT OF BEGINNING: THENCE NORTH 66°09'04" WEST, 97.12 FEET; THENCE NORTH 26°23'39" WEST, 10.14 FEET; THENCE SOUTH 65°35'00" EAST, 494.91 FEET; THENCE SOUTH 22°22'09" EAST, 16.72 FEET; THENCE SOUTH 03°48'12" EAST, 50.03 FEET; THENCE SOUTH 67°33'04" EAST, 97.67 FEET; THENCE SOUTH 06°55'30" EAST, 34.43 FEET; THENCE NORTH 67°33'04" WEST, 133.22 FEET; THENCE NORTH 03°48'12" WEST, 63.78 FEET; THENCE NORTH 22°22'09" WEST, 40.84 FEET; THENCE NORTH 66°09'04" WEST, 348.27 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.18 ACRES MORE OR LESS

37

CITY OF BENTONVILLE
1000 SW 14TH
BENTONVILLE, AR 72712
PARCEL NO. 01-20304-000
LENGTH OF PERMANENT EASEMENT = 196'

EXHIBIT PREPARED BY:

928 AIRPORT ROAD
HOT SPRINGS, ARKANSAS 71913
Crafton Tull
engineering | surveying
501.767.2366 t 501.767.6859 f
www.craftontull.com

0 100'

1" = 100'-0"

INDEX #37

N

EXHIBIT A

CRIST ENGINEERS, INC.
CONSULTING ENGINEERS
BENTON COUNTY, ARKANSAS
BWRPWA - WTP IMPROVEMENTS
PARALLEL WATER TRANSMISSION LINE
SEGMENT 2
EXHIBIT A

DESIGNED: DK
DRAFTED: RLS
CHECKED: DK
DATE: AUGUST 2024
JOB NO.: 23018
REV:

G:\23415400_BWRPWAPh2\INFRASTRUCTURE\SURVEY\DWG\23418400_ESMT.dwg

PAGE 4 OF 4

EXHIBIT "3" / EASEMENT DESCRIPTION

[To be Inserted]

PARCEL No. 01-16776-000

WATERLINE EASEMENTS

STATE OF ARKANSAS}
COUNTY OF BENTON}

KNOW ALL MEN BY THESE PRESENTS:

That, City of Bentonville, AR, (hereinafter referred to as the "GRANTOR") for and in consideration of the sum of one dollar ($1.00) and other good and valuable consideration, paid by the Benton Washington Regional Public Water Authority (hereinafter the "GRANTEE"), the receipt and sufficiency of which is hereby acknowledged, do hereby Grant, Bargain, Sell and Convey the GRANTEE, and unto its successors and assigns forever an permanent easement and right-of-way for constructing, operating, inspecting, maintaining, repairing, replacing, or removing water transmission pipeline(s) over, across and under a strip of land described in attached Exhibit "A" together with a temporary construction easement adjacent to the permanent right-of-way as needed for installation on the following described real property situated in Benton County, Arkansas, to-wit:

A "Permanent Easement" of the size and width as shown and described on Exhibit "A" which is attached hereto and incorporated herein by reference.

Also, a "Temporary Construction Easement" as shown on Exhibit "A" being parallel with said permanent easement unless shown otherwise, granted herein with said Temporary Construction Easement existing for the longer of one (1) year beginning with the initial construction on said property or until initial construction of the waterlines across the Permanent Easement are completed.

GRANTEE shall have the right of ingress and egress over, along and across adjacent lands owned, leased or controlled by Grantor to or from said Permanent Easement for any and all purposes relating to or in any way connected with the construction, operation, maintenance and use of pipelines, structures, facilities and other property of the GRANTEE located on the Permanent Easement. GRANTEE shall have and is hereby granted the right of constructing, reconstructing, locating, relocating, inspecting, patrolling, expanding existing facilities or such additional facilities, pipelines and appurtenances as may be required in the future, and maintaining and removing said pipelines and appurtenances. GRANTEE shall have and is hereby granted the further right at all times to remove from said lands all crops, vegetation, undergrowth, trees, and parts thereof, or other obstructions, which in the opinion of GRANTEE, restricts access, constitutes a hazard, or endangers the safety and/or the reliability of said pipelines or their appurtenances and/or the public, and/or the purpose of installing additional facilities. In the event exercise of access or egress rights across adjacent property of GRANTOR results in damage to adjacent property, GRANTEE shall restore said damaged property as close as is reasonable to its original condition.

PARCEL No. 01-16776-000

WATERLINE EASEMENTS

GRANTOR further agrees that the easements and rights-of-way described herein shall include the right of GRANTEE of setting and maintaining any necessary gates in fences adjacent to, over or across the limits of the easements and rights-of-way hereby granted, in the event that the construction, configuration of, access to or egress from the GRANTEE's facilities, make it necessary or desirable.

GRANTEE shall construct all facilities underground but reserves the right at its option to construct manholes, valve boxes, air release valves and vaults, or any other necessary facility to a height above finished ground sufficient to protect the integrity of the system.

GRANTOR shall not erect any buildings, structures, or any other improvements, other than fences, above ground and within the Permanent Easement and no trees shall be planted or permitted by GRANTEE on said Permanent Easement. GRANTOR shall not be entitled to any compensation for trees, vegetation, undergrowth, growing crops, or other obstructions, trimmed, removed or disturbed within the Permanent Easement by virtue of GRANTEE's exercise of the rights under this agreement.

All covenants and agreements herein contained shall extend to and be binding upon the respective heirs, successors and assigns of the parties hereto forever.

GRANTORS warrant that they own the above-described property.

WITNESS the execution hereof this the _____ day of _____, 2025.

_____

_____

PARCEL No. 01-16776-000
WATERLINE EASEMENTS

ACKNOWLEDGMENT

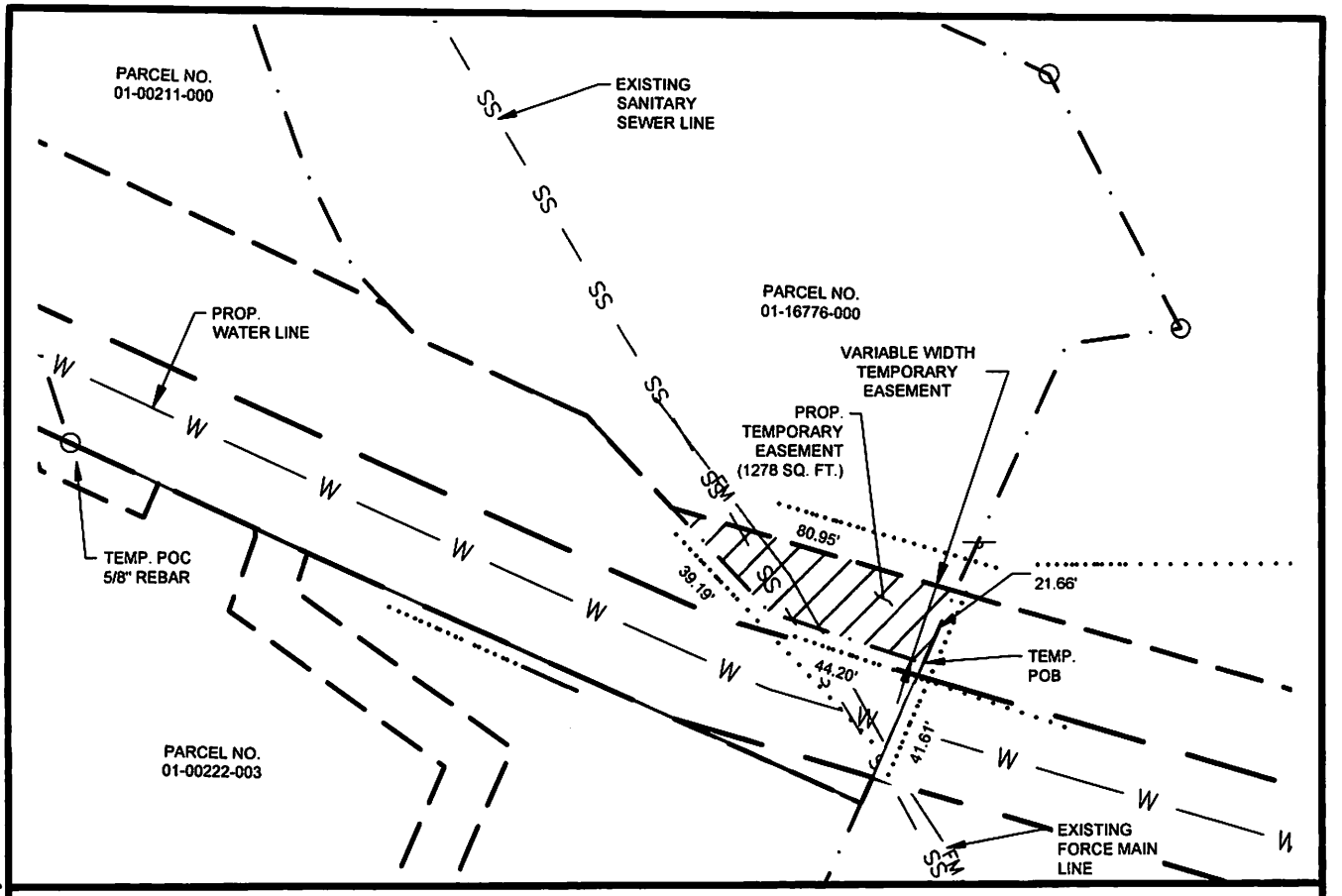
STATE OF ARKANSAS}
COUNTY OF _____}

BE IT REMEMBERED, that on this day came before me, a Notary Public, within and for said County and State, duly commissioned and acting, personally appeared the person(s) shown above, to me well known as the person(s) who executed the foregoing Waterline Easements.

WITNESS my hand and seal on this _____ day of _____, 2025.

_____
Notary Public

My Commission expires_____.



TEMPORARY EASEMENT:

A 40' TEMPORARY EASEMENT BEING A PART OF THE SOUTHEAST (SE) CORNER OF THE NORTHWEST (NW) QUARTER (1/4) OF SECTION 18, TOWNSHIP 20 NORTH, RANGE 30 WEST, BENTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING

THE POINT OF BEGINNING ~~THE POINT OF BEGINNING CONTAINING 0.88 ACRES~~

(1278 SQ. FT.), MORE OR LESS

INDEX #38
CITY OF BENTONVILLE AR
1000 SW 14TH ST
BENTONVILLE AR 72712
PARCEL NO. 01-16776-000

INDEX #38

0 50'
1" = 50'-0"

CRIST ENGINEERS, INC.
CONSULTING ENGINEERS
BENTON COUNTY, ARKANSAS
BWRPWA - DISTRIBUTION SYSTEM IMPROVEMENTS
PARALLEL WATER TRANSMISSION LINE
PHASE 2A
EXHIBIT

DESIGNED: JDM
DRAFTED: CJM
CHECKED: JDM
DATE: DEC 2024
JOB NO.: 23018

P:\2023 Projects\23018 - BWRPWA - Phase 2 Water Transmission Line\06 - CADD\02 - Civil\00 - XREFS\23018 - Waterline Easements-REV2.dwg

EXHIBIT "4" / CONNECTIONS

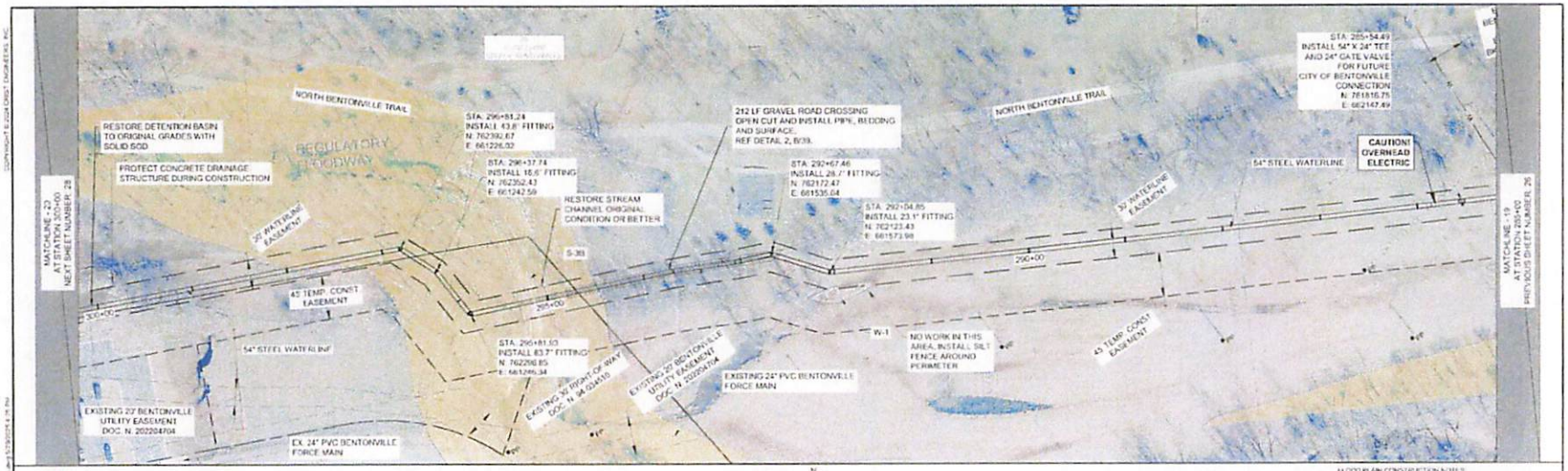
BWRPWA/Bentonville Addendum Description

Attached are plans sheets showing the locations of the two connection points for the emergency connections for Bentonville Water Utilities (BWU) to the Benton Washington Regional Public Water Authority (BWRPWA).

Description:

Two emergency connection points will be added to the BWRPWA 54" Transmission main at the locations shown on the plans (1 in Slaughter Pen Park and 1 on the West side of Peach Orchard Road). Connection points will be a 24" flanged steel outlet with a 24" Flange by Mechanical Joint Gate valve that is plugged for protection until the future connection materials are attached. BWRPWA will pay for the 24" Flanged Steel outlet, 24" Gate Valve and all appurtenances up to and including the 24" MJ Plug. Tee and valve shall remain property of BWRPWA and will be under their responsibility for maintenance.

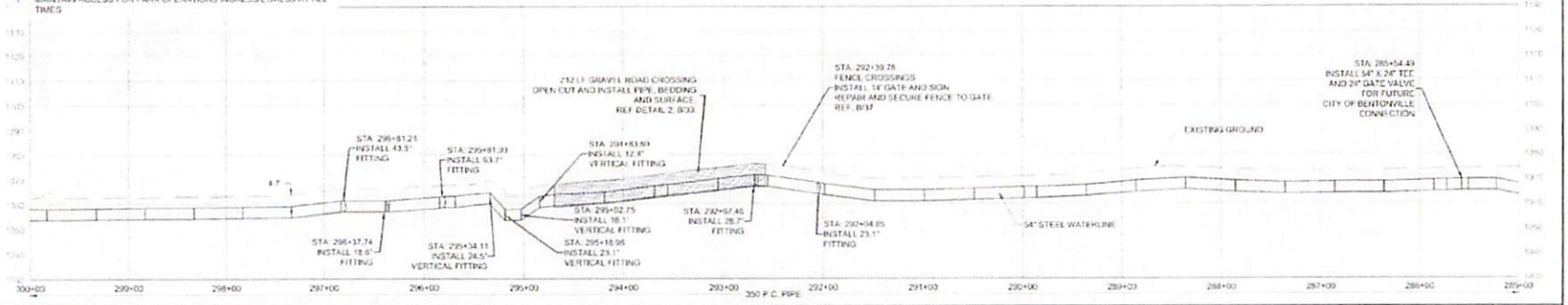
At such time BWU chooses to connect to the emergency connections, BWRPWA and the City of Bentonville will enter into an Emergency Connection Agreement and establish terms of the connections prior to any connection being made.



PLAN
SCALE: 1" = 50'

NOTES:
1. SEE GENERAL NOTES ON SHEET 3.
2. ADDITIONAL AIR RELEASE VALVES MAY BE REQUIRED BY THE CONTRACTOR TO FILL THE LINE. ANY ADDITIONAL AIR VALVES THAT ARE INSTALLED BY THE CONTRACTOR DURING FILLING OF THE LINE ARE TO REMAIN IN PLACE WITH CORP STOP VALVE.
3. SEE FLUSHING SEQUENCE SHEET 3.
4. PIPE PROFILE SHOWN IS APPROXIMATE AND IS TO BE VERIFIED BY THE CONTRACTOR.
5. FITTINGS SHOWN ON THIS PLAN IS FOR INFORMATIONAL PURPOSES ONLY. CONTRACTOR IS TO SUBMIT A PIPE LAYOUT PLAN. SEE GENERAL NOTES AND SPECIFICATIONS.
6. CLEAR AND GRUB PROPOSED 54" TRANSMISSION LINE PERMANENT AND CONSTRUCTION EASEMENTS.
7. MAINTAIN ACCESS FOR PARK OPERATIONS INGRESS/EGRESS AT ALL TIMES.

FLOOD PLAIN CONSTRUCTION NOTES:
1. ALL WORK WITHIN THE BENTONVILLE SPECIAL FLOOD HAZARD AREAS, AS INDICATED ON THE PLANS, SHALL COMPLY WITH THE CITY OF BENTONVILLE FLOODPLAIN DEVELOPMENT PERMIT ISSUED FOR THIS PROJECT.
2. THE PROJECT WILL BE CONSTRUCTED AND RESTORED TO ORIGINAL ELEVATIONS AND GRADES. THERE IS NO IMPACT OR EXCHANGE'S TO THE BASE FLOOD ELEVATIONS, REGULATORY FLOODWAY ELEVATIONS, OR THE REGULATORY FLOODWAY WIDTHS.
3. CONTRACTOR SHALL NOT STORE MATERIALS OR EQUIPMENT WITHIN THE REGULATORY FLOOD PLAIN.
4. CONTRACTOR REMOVE EXCAVATED SPOILS FROM THE FLOODPLAIN IMMEDIATELY AFTER REMOVAL FROM THE PIPELINE TRENCH.



REV NO	DATE	DRWN	CHKD	REMARKS

0 10'
1" = 10' VERT.
0 50'
1" = 50' HORIZ.
THIS LINE MEASURES 1" WHEN PLOTTED FULL SIZE

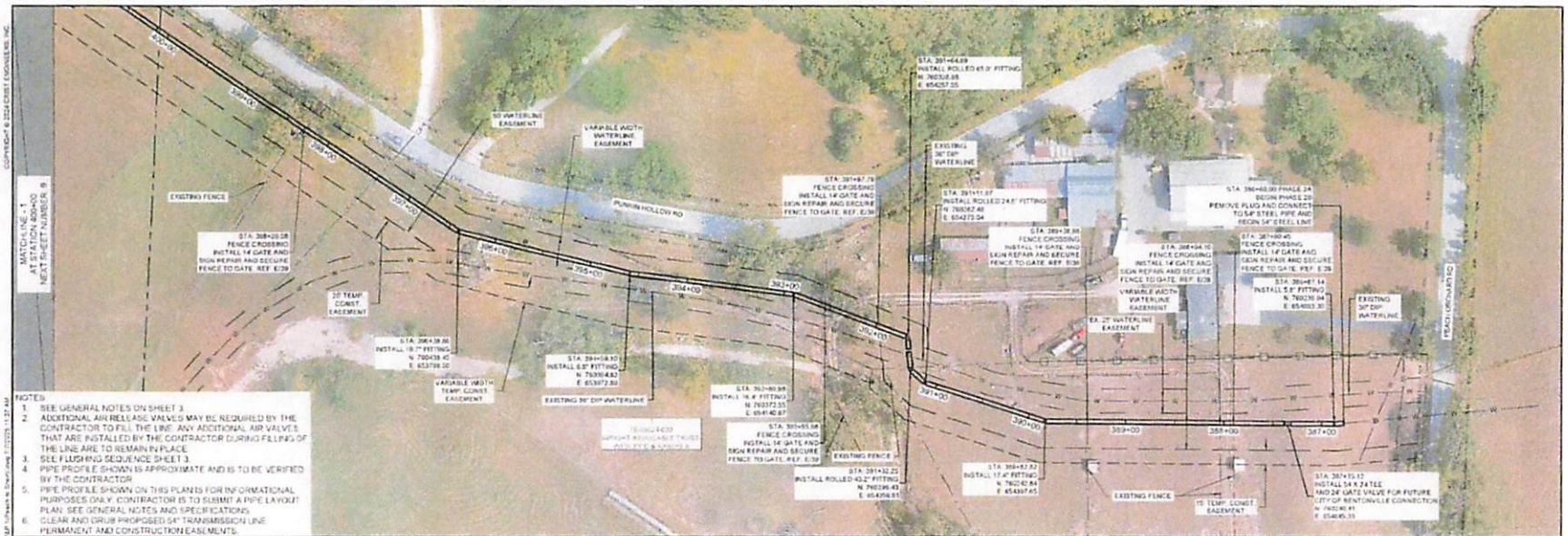
DESIGNED: JDK
DRAFTED: RDW
CHECKED: JDM
DATE: MAY 2025

CRIST ENGINEERS, INC.
CONSULTING ENGINEERS
1308 NORTH SALEM ROAD, SUITE 11
FAYETTEVILLE, ARKANSAS 72704
VOICE: (479) 695-3300
WWW.CRISTENGINEERS.COM

BENTON COUNTY, ARKANSAS
DISTRIBUTION SYSTEM IMPROVEMENTS
54" WATER TRANSMISSION LINE
PHASE 2A
CONSTRUCTION DOCUMENTS
PLAN & PROFILE - 285+00 - 300+00

JOB NO. 23018
SHEET NO. 27

LSD 24-0050



REV. NO.	DATE	DRAWN	CHK'D	REMARKS

1" = 20' VERT.
1" = 50' HORIZ.
THIS LINE MEASURES 1" WHEN PLOTTED FULL SIZE

DESIGNED	JDK
DRAFTED	BAP
CHECKED	JWM
DATE	Jul 2025

CRIST ENGINEERS, INC.
CONSULTING ENGINEERS
1188 NORTH SALEM ROAD, SUITE 14
FAYETTEVILLE, ARKANSAS 72704
TELEPHONE: (479) 455-3300
WWW.CRISTENGINEERS.COM

BENTON COUNTY, ARKANSAS
DISTRIBUTION SYSTEM IMPROVEMENTS
WATER TRANSMISSION LINE
PHASE 2B
PRELIMINARY DOCUMENTS
PLAN & PROFILE - 396+60-400+00

JOB NO. 23037
SHEET NO. 8

COPYRIGHT © 2024 CRIST ENGINEERS, INC.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH BENTON WASHINGTON REGIONAL PUBLIC WATER AUTHORITY APPROVING A CONTRACT TO SELL REAL ESTATE FOR UTILITY EASEMENT PURPOSES; AND FOR OTHER PURPOSES.

WHEREAS, The City of Bentonville desires to enter into an agreement with Benton Washington Regional Public Water Authority to grant an easement in exchange for the construction of two (2) 24" emergency connections;

WHEREAS, the two (2) connections will help Bentonville Water serve the North side of its system in an emergency situation; and

WHEREAS, no budget adjustment is needed as there is no cost to the City.

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 Benton Washington Regional Public Water Authority approving a contract to sell real estate for utility easement purposes which will provide the City of Bentonville with two (2) 24" emergency connections at no cost to the City;

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

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

PASSED and APPROVED this _____ day of _____, 2025.

APPROVED:

_____
STEPHANIE ORMAN, MAYOR

ATTEST:

_____
MALORIE MARRS, CITY CLERK

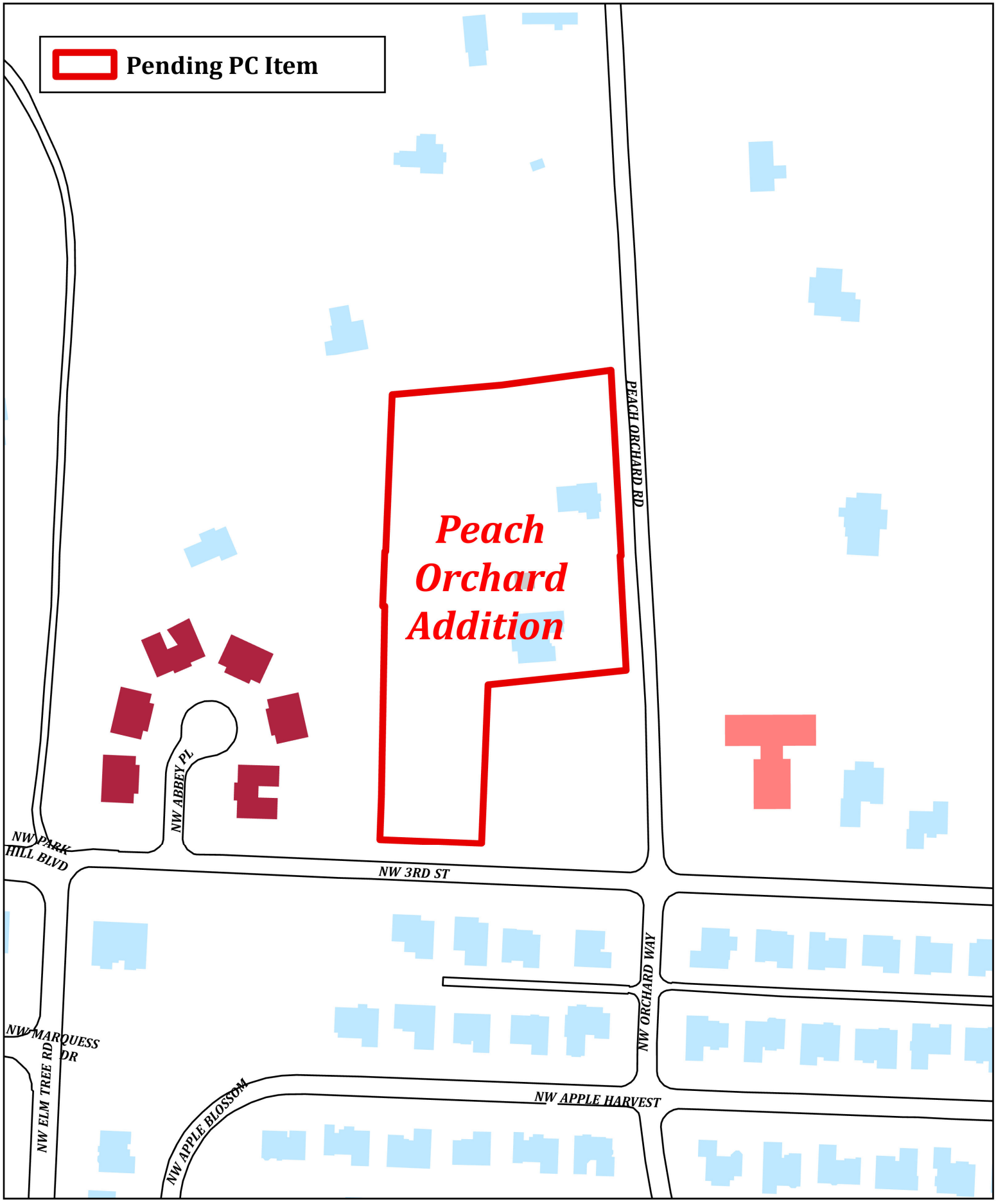
Consent Agenda Item PLA25-0017

For the Planning Commission meeting on August 11, 2025

Details

Property Line Adjustment: Lots 3 and 4 of Peach Orchard Addition, Creating Lots 5 and 6. 305 Peach Orchard Road, R-1, Low Density Single Family Residential, PLA25-0017.

A Property Line Adjustment of Lots 3 and 4 of Peach Orchard Addition, creating new Lots 5 and 6. The plat is dedicating a 15-foot-wide utility easement along NW 3rd Street in Lot 5 and a 15-foot-wide utility easement along Peach Orchard Road in Lots 5 and 6.



N
W E
S

PLA25-0017
Creating Lots 5-6 Peach Orchard Addition
305 Peach Orchard Rd

LEGEND

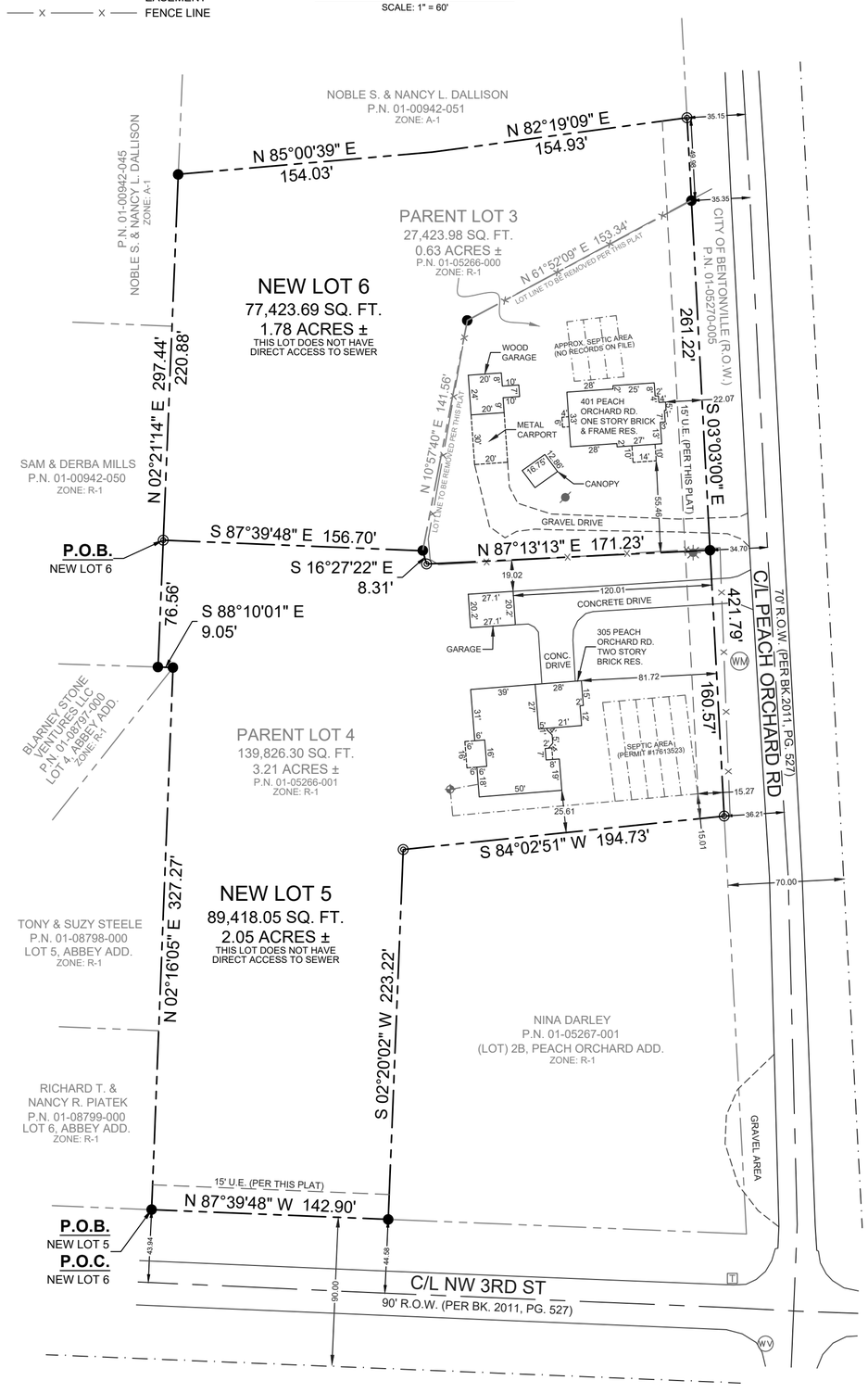
- FOUND REBAR
- SET REBAR W/CAP
- SEPTIC LID
- WATER VALVE
- WATER METER
- TELEPHONE RISER
- UTILITY POLE
- LIGHT POLE
- PROPERTY LINE
- RIGHT-OF-WAY
- CENTERLINE
- EASEMENT
- FENCE LINE

0 60 120

SCALE: 1" = 60'

OWNERSHIP INFORMATION - P.N. 01-05266-000
TONY & SUZY STEELE
400 PEACH ORCHARD RD
BENTONVILLE AR 72712

OWNERSHIP INFORMATION - P.N. 01-05266-001
305 PEACH ORCHARD LLC
PO BOX 4724
EDWARDS CO 81632
CONTACT # (970) 376-4900



PARENT LOT 3 - LEGAL DESCRIPTION:

LOT 3, PEACH ORCHARD ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN IN BOOK 2011, PAGE 527 OF THE PUBLIC RECORDS OF BENTON COUNTY, ARKANSAS.

PARENT LOT 4 - LEGAL DESCRIPTION:

LOT 4, PEACH ORCHARD ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN IN BOOK 2011, PAGE 527 OF THE PUBLIC RECORDS OF BENTON COUNTY, ARKANSAS.

NEW LOT 5 - LEGAL DESCRIPTION:

LOT 5, PEACH ORCHARD ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, BEING A PART OF LOT 4, PEACH ORCHARD ADDITION, AS SHOWN IN BOOK 2011, PAGE 527 OF THE PUBLIC RECORDS OF BENTON COUNTY ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 4, PEACH ORCHARD ADDITION; THENCE N 02°16'05" E A DISTANCE OF 327.27 FEET; THENCE N 88°10'01" W A DISTANCE OF 9.05 FEET; THENCE N 02°21'14" E A DISTANCE OF 76.56 FEET; THENCE S 87°39'48" E A DISTANCE OF 156.70 FEET; THENCE S 16°27'22" E A DISTANCE OF 8.31 FEET; THENCE N 87°13'13" E A DISTANCE OF 171.23 FEET; THENCE S 03°03'00" E A DISTANCE OF 160.57 FEET; THENCE S 84°02'51" W A DISTANCE OF 194.73 FEET; THENCE S 02°20'02" W A DISTANCE OF 223.22 FEET; THENCE N 87°39'48" W A DISTANCE OF 142.90 FEET TO THE POINT OF BEGINNING, WITH AN AREA OF 89418.05 SQUARE FEET, OR 2.053 ACRES, MORE OR LESS, AND SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF RECORD OR FACT.

NEW LOT 6 - LEGAL DESCRIPTION:

LOT 6, PEACH ORCHARD ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, BEING A PART OF LOTS 3 & 4, PEACH ORCHARD ADDITION, AS SHOWN IN BOOK 2011, PAGE 527 OF THE PUBLIC RECORDS OF BENTON COUNTY ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 4, PEACH ORCHARD ADDITION; THENCE N 02°16'05" E A DISTANCE OF 327.27 FEET; THENCE N 88°10'01" W A DISTANCE OF 9.05 FEET; THENCE N 02°21'14" E A DISTANCE OF 76.56 FEET TO THE POINT OF BEGINNING; THENCE N 02°21'14" E A DISTANCE OF 220.88 FEET; THENCE N 85°00'39" E A DISTANCE OF 154.03 FEET; THENCE N 82°19'09" E A DISTANCE OF 154.93 FEET; THENCE S 03°03'00" E A DISTANCE OF 261.22 FEET; THENCE S 87°13'13" W A DISTANCE OF 171.23 FEET; THENCE N 16°27'22" W A DISTANCE OF 8.31 FEET; THENCE N 87°39'48" W A DISTANCE OF 156.70 FEET TO THE POINT OF BEGINNING, WITH AN AREA OF 77423.69 SQUARE FEET, OR 1.777 ACRES, MORE OR LESS, AND SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF RECORD OR FACT.

FLOOD CERTIFICATION:

I CERTIFY THAT I HAVE EXAMINED THE OFFICIAL FLOOD INSURANCE HAZARD RATE MAP PANEL NO. 05007C0090J (EFFECTIVE DATE 09/28/2007) AND FOUND THE DESCRIBED PROPERTY HEREON LIES IN ZONE "X", AN AREA HAVING NO SPECIAL FLOOD HAZARDS.

NOTES:

1. EXCEPT AS SPECIFICALLY STATED OR SHOWN ON THIS PLAT, THIS SURVEY DOES NOT PURPORT TO REFLECT ANY OF THE FOLLOWING WHICH MAY BE APPLICABLE TO THE SUBJECT REAL ESTATE: EASEMENTS, OTHER THAN POSSIBLE EASEMENTS WHICH WERE VISIBLE AT THE TIME OF MAKING OF THIS SURVEY; BUILDING SETBACK LINES; RESTRICTIVE COVENANTS; SUBDIVISION RESTRICTIONS; ZONING OR OTHER LAND-USE REGULATIONS, AND ANY OTHER FACTS WHICH AN ACCURATE AND CURRENT TITLE COMMITMENT MAY DISCLOSE.
2. BASIS OF BEARINGS: ARKANSAS STATE PLANE COORDINATE SYSTEM, NORTH ZONE.
3. DECLARATION IS MADE TO ORIGINAL PURCHASER OF THE SURVEY. IT IS NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS.
4. THIS SURVEY IS VALID ONLY IF THE DRAWING INCLUDES THE SEAL AND SIGNATURE OF THE SURVEYOR.
5. 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 AT (479) 271-3122.
6. THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION, ATLAS MAPS AS MAY BE AVAILABLE FROM MUNICIPALITIES OR UTILITY COMPANIES, AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES STATE THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.
7. EVERY DOCUMENT OF RECORD REVIEWED AND CONSIDERED AS A PART OF THIS SURVEY IS NOTED HEREON. ONLY THE DOCUMENTS NOTED HEREON WERE SUPPLIED THE SURVEYOR. NO ABSTRACT OF TITLE OR TITLE COMMITMENT WERE FURNISHED THE SURVEYOR. THERE MAY EXIST OTHER DOCUMENTS OF RECORD WHICH WOULD AFFECT THIS PARCEL.
8. SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP, TITLE EVIDENCE, OR ANY OTHER FACTS WHICH AN ACCURATE AND CURRENT TITLE COMMITMENT MAY DISCLOSE.
9. THIS SURVEY DOES NOT PROVIDE SURVEY CONTROL FOR FUTURE CONSTRUCTION.
10. FLOOD ZONES SHOWN BY GRAPHIC PLOTTING ONLY.
11. ALL STRUCTURES MUST MAINTAIN A MINIMUM OF 20' CLEARANCE FROM ALL ELECTRIC LINES
12. 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.
13. IT IS THE RESPONSIBILITY OF THE DEVELOPER TO COORDINATE WITH THE NEW SERVICE COORDINATOR @ 479-271-3139 TO DETERMINE IF EQUIPMENT IS IN CONFLICT.
14. 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.
15. THERE ARE NO WAIVERS, VARIANCES, AND/OR CONDITIONAL USES AT THE TIME OF PREPARING THIS PLAT OR PLAN.
16. 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.
17. 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.
18. SIDEWALKS SHALL BE THE RESPONSIBILITY OF THE BUILDER/OWNER AT THE TIME OF BUILDING PERMIT ISSUANCE.
19. OWNER/DEVELOPER SHALL COORDINATE WITH ALL LOCAL UTILITIES TO ENSURE THAT EACH LOT HAS WATER,SEWER, AND ELECTRIC SERVICE.
20. THERE MAY NOT BE FENCES OR ANY OTHER STRUCTURES BUILT IN ANY DRAINAGE EASEMENTS.
21. WE HEREBY GRANT TO THE CITY OF BENTONVILLE A BLANKET AVIGATION EASEMENT OVER THE ENTIRETY OF THIS PROPERTY LINE ADJUSTMENT PURSUANT TO MUNICIPAL CODE SECTION 401.12 AND 401.13.
22. ALL SIDEWALKS SHALL BE INSTALLED BY THE TIMEFRAMES SET FORTH IN 900.08 OF THE STREET SPECIFICATIONS
23. NO RESIDENTIAL LOT SHALL BE PERMITTED DIRECT ACCESS TO A COLLECTOR OR ARTERIAL STREET. ALL RESIDENTIAL SUBDIVISION DEVELOPMENT CONTIGUOUS TO A COLLECTOR OR ARTERIAL STREET SHALL ORIENT FRONTAGE TO A LOCAL STREET, AND BACK OF THE PROJECT, WITHOUT ACCESS TO THE SAID MAJOR STREETS. THE ALLEY SHALL BE RECIPROCAL TO EACH OF THE NEW LOTS CREATED.
24. APPROVAL OF THIS PLAT DOES NOT GUARANTEE ARKANSAS HEALTH DEPARTMENT APPROVAL.
25. SIDEWALKS SHALL BE THE RESPONSIBILITY OF THE BUILDER/OWNER AT TIME OF BUILDING PERMIT ISSUANCE.
26. ALL UTILITY LOCATIONS SHOWN HAVE BEEN FIELD VERIFIED.

UTILITY CONTACT INFORMATION:

a. **Black Hill Energy**: Josh Knight, 1301 Federal Way, PO Box 2129, Lowell, AR 72745, (479) 721-4543, Joshua.knight@blackhillscorp.com
b. **AT&T: Brent Baldwin**, 1133 E. Harold St., Fayetteville, AR 72701, (479) 200-9022 or (479) 571-6609, bb6585@att.com
c. **Cox Communications**: Timothy Goss, 4901 S. 48th Street, Springdale, AR 72762, (479) 651-5583 timothy.goss@cox.com
d. **Fire Dept.**: City of Bentonville, Justin Scantlin, Fire Chief, 800 SW A Street, Bentonville, AR 72712, (479) 271-5927 or (479) 685-1096
e. **Street Dept.**: City of Bentonville, Tony Davis, 3200 SW Municipal Drive, Bentonville, AR 72712, (479) 271 3130
f. **Water Dept.**: City of Bentonville, Beau Thompson, 3200 SW Municipal Drive, Bentonville, AR 72712, (479) 271-3140
g. **Electric Dept.**: City of Bentonville, 3200 SW Municipal Drive, Bentonville, AR 72712, (479)271-3135 ext. 2
h. **Wastewater Dept.**: City of Bentonville, Chris Earl, 1901 NE A Street, Bentonville, AR 72712, (479) 271-3161
i. **Planning Dept.**: City of Bentonville, Tyler Overstreet, 305 SW A Street, Bentonville, AR, (479) 271-3122
j. **Building and Fire Safety**: City of Bentonville, Brad Arnold, 305 SW A Street, Bentonville, AR, (479) 271-3108
k. **City Engineer**: City of Bentonville, Ellen Norvell, 3200 SW Municipal Drive, Bentonville, AR, (479) 271-5993
l. **Stormwater**: City of Bentonville, Alison West, 3200 SW Municipal Drive, Bentonville, AR, (479) 271-6719, jwest@bentonvillear.com

CERTIFICATE OF AUTHORIZATION
COA CERTIFICATE NUMBER: 3049

CERTIFICATE OF SURVEY ACCURACY:

I, ROBERT J. CASTER HEREBY CERTIFY THAT THIS PLAT CORRECTLY REPRESENTS A BOUNDARY SURVEY MADE BY ME AND BOUNDARY MARKERS AND LOT CORNERS SHOWN HEREON ACTUALLY EXIST AND THEIR LOCATION, TYPE AND MATERIAL ARE CORRECTLY SHOWN AND ALL MINIMUM REQUIREMENTS OF THE ARKANSAS MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS AND PLANS HAVE BEEN MET.

DATE OF EXECUTION _____

SIGNED: _____
REGISTERED LAND SURVEYOR
NO. 1370
STATE OF ARKANSAS

CERTIFICATE OF OWNERSHIP AND DEDICATION:

WE THE UNDERSIGNED, OWNERS OF THE REAL ESTATE SHOWN AND DESCRIBED HEREIN, DO HEREBY CERTIFY THAT WE HAVE LAID OFF, PLATTED, AND SUBDIVIDED AND DO HEREBY LAY OFF, PLAT, SUBDIVIDE SAID REAL ESTATE IN ACCORDANCE WITH THIS PLAT AND DO HEREBY DEDICATE TO THE USE OF THE PUBLIC THE STREETS, ALLEYS, DRIVES, EASEMENTS, ETC. AS SHOWN ON SAID PLAT.

DATE OF EXECUTION: _____

PRINT NAME: _____ PRINT NAME: _____

SIGNATURE: _____ SIGNATURE: _____

STATE OF ARKANSAS, COUNTY OF BENTON, SUBSCRIBED AND SWORN BEFORE ME THIS _____ DAY OF _____, 20__.

_____
NOTARY PUBLIC
MY COMMISSION EXPIRES: _____

CERTIFICATE OF APPROVAL:

PURSUANT TO THE BENTONVILLE LAND DEVELOPMENT CODE AND ALL OTHER CONDITIONS AND APPROVAL HAVING BEEN COMPLETED, THIS DOCUMENT IS HEREBY ACCEPTED. THIS CERTIFICATE IS HEREBY EXECUTED UNDER THE AUTHORITY OF THE SAID RULES AND REGULATIONS.

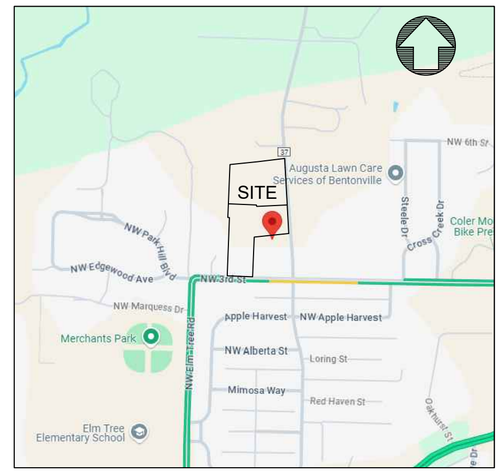
DATE OF EXECUTION: _____

SIGNED _____
PLANNING COMMISSION CHAIRPERSON

DATE OF EXECUTION: _____

SIGNED _____
MAYOR, CITY OF BENTONVILLE

SIGNED _____
CITY CLERK, CITY OF BENTONVILLE



VICINITY MAP - N.T.S.

CITY OF BENTONVILLE PROJECT #PLA25-0017

CASTER & ASSOCIATES
LAND SURVEYING, INC.
2715 SE "I" Street, Suit 5
Bentonville, AR 72712
(479) 268-4464

REGISTERED STATE OF ARKANSAS NO.1370 ROBERT J. CASTER PROFESSIONAL LAND SURVEYOR SIGNATURE

SCALE: 1" = 60' | DATE: 07/08/2025

PROPERTY LINE ADJUSTMENT OF LOTS 3 & 4 PEACH ORCHARD ADDITION CREATING LOTS 5 & 6

305 & 401 PEACH ORCHARD ROAD
BENTONVILLE, BENTON CO., AR

JOB #	DRAWN BY:	CHK'D BY:	PAGE
25-027	JRC/ASG	RJC	1 OF 1

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF LOTS 3 AND 4 OF PEACH ORCHARD ADDITION CREATING NEW LOTS 5 AND 6 OF PEACH ORCHARD ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS; AND FOR OTHER PURPOSES.
(PROJECT NUMBER: PLA25-0017)

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the property line adjustment of LOTS 3 AND 4 OF PEACH ORCHARD ADDITION creating new LOTS 5 AND 6 OF PEACH ORCHARD ADDITION the City of Bentonville, Benton County, Arkansas was submitted to the Bentonville Planning Commission on August 5, 2025;

WHEREAS, said property line adjustment is attached hereto as Exhibit "A";

WHEREAS, the Bentonville Planning Commission considered said property line adjustment on the date stated and at other times, and voted to recommend the approval of said property line adjustment to the City Council; and

WHEREAS, the property line adjustment of real property as described herein has been submitted to the City Council for the City of Bentonville, and after consideration and deliberation, said Council is of the opinion that said property line adjustment should be approved.

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

Section 1: That the property line adjustment of LOTS 3 AND 4 OF PEACH ORCHARD ADDITION creating new LOTS 5 AND 6 OF PEACH ORCHARD 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 property line adjustment by certifying said acceptance on the approved property line adjustment;

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

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

PASSED AND APPROVED this_____ day of _____, 2025.

APPROVED:

_____
Stephanie Orman, Mayor

ATTEST:

_____
Malorie Marrs, City Clerk

Consent Agenda Item LS25-0027

For the Planning Commission meeting on August 11, 2025

Details

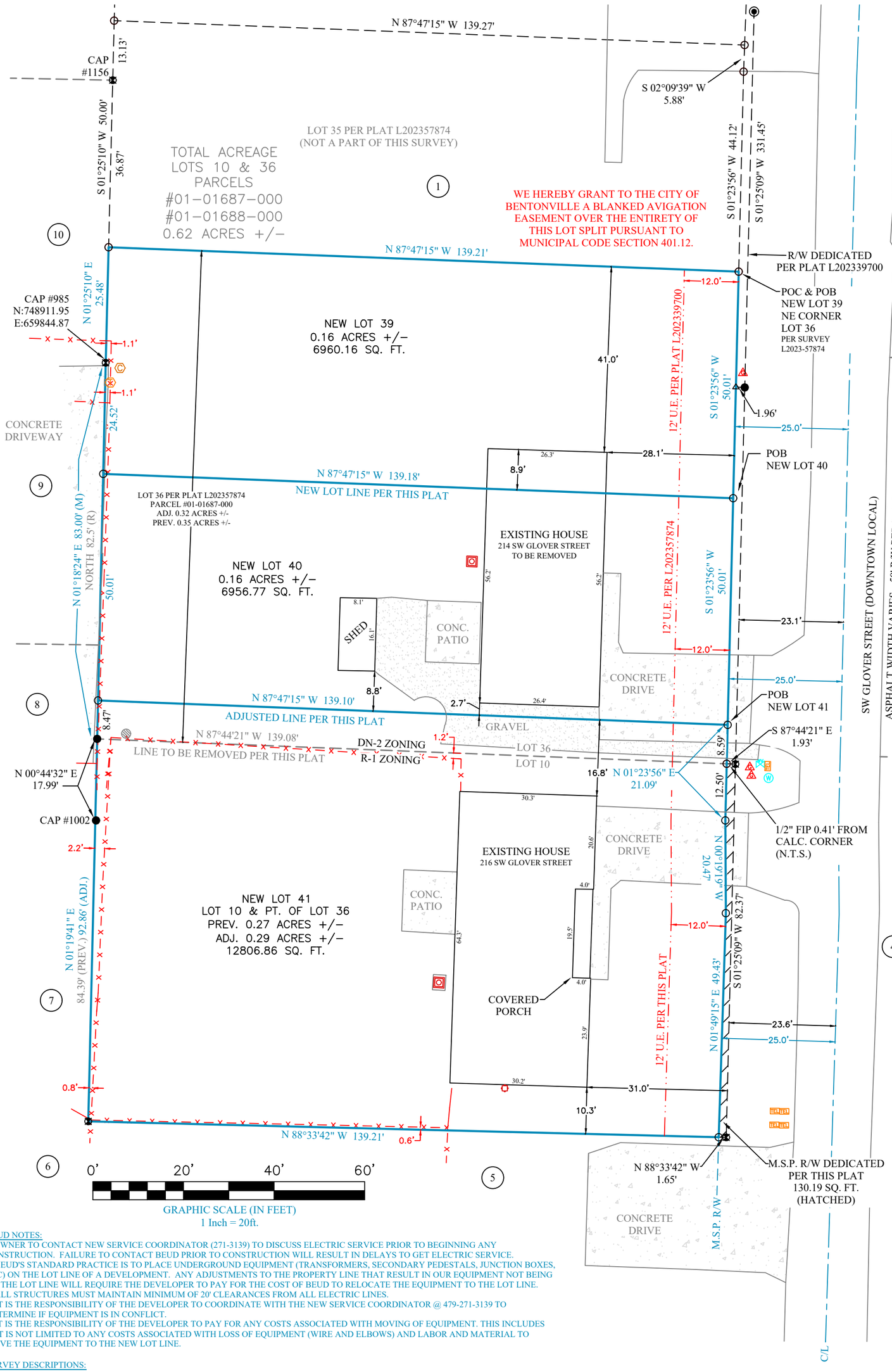
Lot Split of Lots 10 and 36 Clark's Addition, creating new Lots 39, 40, & 41. 214 & 216 Southwest Glover Street, DN-2, Downtown Medium Density Residential, and R-1, Low Density Single Family Residential, LS25-0027

A lot split of Lots 10 and 36 Clark's Addition, creating new Lots 39, 40, & 41. The plat is dedicating 130.19 square feet of right of way along Southwest Glover Street in old Lot 10. The plat is also dedicating a 12-foot-wide utility easement along Southwest Glover Street in old Lot 10. The applicant is requesting approval with the condition that the house at 214 Southwest Glover Street will be demolished before the plat is signed and filed with the county.



LS25-0027
Creating Lots 39-41 Clark's Addition
216 SW GLOVER ST

LOT SPLIT ON LOTS 10 & 36 OF CLARK'S ADDITION, CREATING NEW LOTS 39, 40 & 41



ADJACENT LAND OWNERS
1) CHILL N DOWNTOWN LLC
212 SW GLOVER ST
BENTONVILLE, AR 72712
PARCEL #01-01689-001
LOT 35, CLARK'S ADDITION
ZONED: DN-2
2) CRABTREE REVOCABLE TRUST - JAMES E.
210 SW E ST
BENTONVILLE, AR 72712
PARCEL #01-01696-000
LOT 14, CLARK'S ADDITION
ZONED: R-1
3) PERRY, BRANDIE SCHRODER
212 SW E ST
BENTONVILLE, AR 72712
PARCEL #01-01697-000
LOT 15, CLARK'S ADDITION
ZONED: DN-1
4) PERRY, SHANE
214 SW E ST
BENTONVILLE, AR 72712
PARCEL #01-01698-000
LOT 15, CLARK'S ADDITION
ZONED: R-1
5) FREEMAN LIVING TRUST - STEVEN M. & JULIE P.
218 SW GLOVER ST
BENTONVILLE, AR 72712
PARCEL #01-01685-000
LOT 26, CLARK'S ADDITION
ZONED: DN-2
6) MALOY, MICHAEL
301 SW F ST
BENTONVILLE, AR 72712
PARCEL #01-01673-000
LOT 4, CLARK'S ADDITION
ZONED: R-1
7) AP RE & DEVELOPMENT LLC
215 SW F ST
BENTONVILLE, AR 72712
PARCEL #01-01672-000
LOT 3, CLARK'S ADDITION
ZONED: DN-2
8) DIMINO, CHARLES & ZORB, JULIE
213 SW F ST
BENTONVILLE, AR 72712
PARCEL #01-01671-001
LOT 25, CLARK'S ADDITION
ZONED: DN-2
9) WILLIAMS, MICHAEL D & BRANDY R
211 SW F ST
BENTONVILLE, AR 72712
PARCEL #01-01671-000
LOT 24, CLARK'S ADDITION
ZONED: DN-2
10) EDWARDS, JOHN PAUL
209 SW F ST
BENTONVILLE, AR 72712
PARCEL #01-01670-000
LOT 20, CLARK'S ADDITION
ZONED: R-1

PROPERTY OWNER / DEVELOPER:
FREEMAN LIVING TRUST
STEVEN M & JULIE P
401 W CENTRAL AVE
BENTONVILLE, AR 72712

CONTACT INFO:
steve@chillndowntown.com
479-321-1963

ATLAS PAGE:
403B

LATEST FIELD WORK:
JUNE 16, 2025

BASIS OF BEARING:
GPS OBSERVATION - AR NORTH ZONE
NAD83(2011) HORIZONTAL DATUM

RECORDING NUMBER/DATE

REFERENCE DOCUMENTS:
1) PLAT OF SURVEY FILED IN BOOK L2023 AT PAGE 57874
2) PLAT OF SURVEY FILED IN BOOK L2021 AT PAGE 52488
3) FINAL PLAT OF CLARK'S ADDITION FILED IN BOOK L AT PAGE 166
4) PLAT OF SURVEY FILED IN BOOK L2023 AT PAGE 39700
5) PLAT OF SURVEY FILED IN BOOK L2020 AT PAGE 48016
6) PLAT OF SURVEY FILED IN BOOK 2013 AT PAGE 124
7) PLAT OF SURVEY FILED IN BOOK 2012 AT PAGE 90
8) PLAT OF SURVEY FILED IN BOOK 16 AT PAGE 102
9) PLAT OF SURVEY FILED IN BOOK X AT PAGE 289
10) PLAT OF SURVEY FILED IN BOOK 2012 AT PAGE 473
11) PLAT OF SURVEY FILED IN BOOK 2011 AT PAGE 383
12) PLAT OF SURVEY FILED IN BOOK L2020 AT PAGE 36363
13) PLAT OF SURVEY FILED IN BOOK L2021 AT PAGE 62083
14) PLAT OF SURVEY FILED IN BOOK K AT PAGE 144
15) PLAT OF SURVEY FILED IN BOOK R AT PAGE 331
16) WARRANTY DEED FILED IN BOOK L2021 AT PAGE 74310
17) WARRANTY DEED FILED IN BOOK L2021 AT PAGE 54245
18) WARRANTY DEED FILED IN BOOK L2020 AT PAGE 28695
19) WARRANTY DEED FILED IN BOOK L2021 AT PAGE 67889
20) WARRANTY DEED FILED IN BOOK L2024 AT PAGE 38717

PROPERTY ZONED:
R-1 (LOW DENSITY SINGLE FAMILY RESIDENTIAL)
DN-2 (DOWNTOWN MEDIUM DENSITY RESIDENTIAL)

BUILDING SETBACK NOTE:
SETBACKS SHALL BE PER THE CURRENT ZONING DISTRICT AS STATED IN THE MOST RECENT CITY OF BENTONVILLE ZONING CODE. FOR MORE INFO VISIT www.bentonvilleplanning.com OR CALL THE PLANNING DEPARTMENT @ 479-271-3122

PLAT NOTES:
1) RECORD (R) BEARINGS AND DISTANCES ARE SHOWN PER XXXXXXXXX.
2) SOME FEATURES AND/OR SYMBOLS ON THIS PLAT MAY BE SHOWN OUT OF SCALE FOR VISUAL CLARITY.
3) THE LOCATION OF UTILITIES SHOWN HEREON ARE FROM OBSERVED EVIDENCE OF ABOVE GROUND APPURTENANCES, GIS, AND/OR UTILITY MAPS PROVIDED BY LOCAL UTILITY COMPANIES. NOT ALL UTILITY COMPANIES MAY HAVE RESPONDED TO OUR REQUEST FOR MAPS AND/OR INFORMATION. ALL UTILITY LINES APPEARING ON THIS PLAT, AS WELL AS THOSE THAT MAY EXIST UNDERGROUND NEED TO BE VERIFIED PRIOR TO DOING ANY TYPE OF EXCAVATION OR DESIGN. SOME UTILITY LINES MAY ALSO EXIST THAT WERE NOT SHOWN ON THIS PLAT.
5) SIDEWALKS SHALL BE THE RESPONSIBILITY OF THE BUILDER/OWNER AT TIME OF BUILDING PERMIT ISSUANCE. ALL SIDEWALKS SHALL BE INSTALLED BY THE TIMEFRAMES SET FORTH IN 900.08 OF THE STREET SPECIFICATIONS.
6) OWNER/DEVELOPER SHALL COORDINATE WITH ALL LOCAL UTILITIES TO INSURE THAT EACH LOT HAS WATER, SEWER AND ELECTRIC SERVICE.
7) 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.
8) THERE MAY NOT BE ANY FENCES OR ANY OTHER STRUCTURES BUILT IN ANY DRAINAGE EASEMENTS.
9) THERE ARE NO WAIVERS, VARIANCES, OR CONDITIONAL USES BEING REQUESTED WITH THIS PROJECT.
10) 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.
11) THIS PROPERTY IS LOCATED IN ZONE A (1) RUNWAY PROTECTION ZONE (RPZ) - CITY OF BENTONVILLE MUNICIPAL AIRPORT.

FLOOD CERTIFICATION:
NO PORTION OF THIS PROPERTY IS LOCATED WITHIN FLOOD ZONE "A" OR "AE" AS DETERMINED BY THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP FOR BENTON COUNTY, ARKANSAS. (FIRM PANEL #05007C0255K. DATED 06/05/2012)

CERTIFICATE OF APPROVAL:
PURSUANT TO THE BENTONVILLE LAND DEVELOPMENT CODE AND ALL OTHER CONDITIONS AND APPROVAL HAVING BEEN COMPLETED, THIS DOCUMENT IS HEREBY ACCEPTED. THIS CERTIFICATE IS HEREBY EXECUTED UNDER THE AUTHORITY OF THE SAID RULES AND REGULATIONS.

DATE OF EXECUTION: _____

SIGNED _____
BENTONVILLE PLANNING COMMISSION CHAIRMAN

SIGNED _____
MAYOR, CITY OF BENTONVILLE

SIGNED _____
CITY CLERK, CITY OF BENTONVILLE

CERTIFICATE OF SURVEYING ACCURACY:
I, DERRICK THOMAS, HEREBY CERTIFY THAT THIS PLAT CORRECTLY REPRESENTS A BOUNDARY SURVEY MADE BY ME AND BOUNDARY MARKERS AND LOT CORNERS SHOWN HEREON ACTUALLY EXIST AND THEIR LOCATION, TYPE AND MATERIAL ARE CORRECTLY SHOWN AND ALL MINIMUM REQUIREMENTS OF THE ARKANSAS MINIMUM STANDARDS FOR LAND SURVEYORS HAVE BEEN MET.

DATE OF EXECUTION: _____

SIGNED: _____
DERRICK THOMAS - REGISTERED LAND SURVEYOR NO. 1642 - STATE OF ARKANSAS

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:_____ DATE OF EXECUTION:_____

SIGNED : _____ _____
STEVEN M. FREEMAN - TRUSTEE JULIE P. FREEMAN - TRUSTEE

SOURCE OF TITLE: W.D. L2021-67889 & W.D. L2024-38717

SUBSCRIBED AND SWORN BEFORE ME, THIS ____ DAY OF _____, 2025. SUBSCRIBED AND SWORN BEFORE ME, THIS ____ DAY OF _____, 2025.

_____ _____
NOTARY PUBLIC NOTARY PUBLIC

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.
5. IT IS THE RESPONSIBILITY OF THE DEVELOPER TO PAY FOR ANY COSTS ASSOCIATED WITH MOVING OF EQUIPMENT. THIS INCLUDES BUT IS NOT LIMITED TO ANY COSTS ASSOCIATED WITH LOSS OF EQUIPMENT (WIRE AND ELBOWS) AND LABOR AND MATERIAL TO MOVE THE EQUIPMENT TO THE NEW LOT LINE.

SURVEY DESCRIPTIONS:

PARCEL #01-01687-000 (EXISTING WARRANTY DEED DESCRIPTION B. L2021, P. 67889):
THE NORTH HALF OF LOT 10, CLARK'S ADDITION, BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN BY THE RECORDED PLAT THEREOF. SUBJECT TO EASEMENTS, RIGHT-OF-WAYS, AND PROTECTIVE COVENANTS OF RECORD, IF ANY. SUBJECT TO ALL PRIOR MINERAL RESERVATIONS AND OIL AND GAS LEASES, IF ANY.

PARCEL #01-01688-000 (EXISTING WARRANTY DEED DESCRIPTION B.L2024, P. 38717):
THE SOUTH HALF OF LOT 10, CLARK'S ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN PER PLAT RECORD "L" AT PAGE 166. SUBJECT TO ANY RESTRICTIONS, CONDITIONS, COVENANTS, RIGHTS OF WAY, AND EASEMENTS NOW OF RECORD. SUBJECT TO PRIOR MINERAL RESERVATIONS AND OIL AND GAS LEASES.

NEW LOT 39:
THE NORTH HALF OF LOT 36 OF CLARK'S ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING AT AN EXISTING PIPE MARKING THE NORTHEAST CORNER OF LOT 12 OF SAID CLARK'S ADDITION AND RUNNING S01°25'09"W 139.79', THENCE N88°29'10"W 0.41' TO THE WEST MASTER STREET PLAN RIGHT-OF-WAY OF SOUTHWEST GLOVER STREET, THENCE ALONG SAID RIGHT-OF-WAY S02°09'39"W 122.04', THENCE CONTINUING ALONG SAID RIGHT-OF-WAY S01°23'56"W 44.12' TO THE TRUE POINT OF BEGINNING AND RUNNING THENCE S01°23'56"W 50.01', THENCE LEAVING SAID RIGHT-OF-WAY N87°47'15"W 139.18', THENCE N01°18'24"E 24.52' TO AN EXISTING REBAR, THENCE N01°25'10"E 25.48', THENCE S87°47'15"E 139.21' TO THE POINT OF BEGINNING, CONTAINING 0.16 ACRES, MORE OR LESS. SUBJECT TO THAT PORTION IN SOUTHWEST GLOVER STREET MASTER STREET PLAN RIGHT-OF-WAY ON THE WEST SIDE OF HEREIN DESCRIBED TRACT AND SUBJECT TO ALL OTHER EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

NEW LOT 40:
THE SOUTH HALF OF LOT 36 OF CLARK'S ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING AT AN EXISTING PIPE MARKING THE NORTHEAST CORNER OF LOT 12 OF SAID CLARK'S ADDITION AND RUNNING S01°25'09"W 139.79', THENCE N88°29'10"W 0.41' TO THE WEST MASTER STREET PLAN RIGHT-OF-WAY OF SOUTHWEST GLOVER STREET, THENCE ALONG SAID RIGHT-OF-WAY S02°09'39"W 122.04', THENCE CONTINUING ALONG SAID RIGHT-OF-WAY S01°23'56"W 94.12' TO THE TRUE POINT OF BEGINNING: BEGINNING AT A POINT AND RUNNING THENCE S01°23'56"W 50.01', THENCE N87°47'15"W 139.10', THENCE N01°18'24"E 50.01', THENCE S87°47'15"E 139.18' TO THE POINT OF BEGINNING, CONTAINING 0.16 ACRES, MORE OR LESS. SUBJECT TO THAT PORTION IN SOUTHWEST GLOVER STREET MASTER STREET PLAN RIGHT-OF-WAY ON THE EAST SIDE OF HEREIN DESCRIBED TRACT AND SUBJECT TO ALL OTHER EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

NEW LOT 41:
THE SOUTH PORTION OF LOT 36 AND THE NORTH HALF OF LOT 10 OF CLARK'S ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING AT AN EXISTING PIPE MARKING THE NORTHEAST CORNER OF LOT 12 OF SAID CLARK'S ADDITION AND RUNNING S01°25'09"W 139.79', THENCE N88°29'10"W 0.41' TO THE WEST MASTER STREET PLAN RIGHT-OF-WAY OF SOUTHWEST GLOVER STREET, THENCE ALONG SAID RIGHT-OF-WAY S02°09'39"W 122.04', THENCE CONTINUING ALONG SAID RIGHT-OF-WAY S01°23'56"W 144.13' TO THE TRUE POINT OF BEGINNING: BEGINNING AT A POINT AND RUNNING THENCE S01°23'56"W 8.59', THENCE S87°44'21"E 1.93' TO AN EXISTING REBAR, THENCE S01°25'09"W 82.37' TO AN EXISTING REBAR, THENCE N88°33'42"W 140.87' TO AN EXISTING REBAR, THENCE N01°19'41"E 84.39' TO AN EXISTING REBAR, THENCE N01°18'24"E 8.47', THENCE S87°47'15"E 139.10' TO THE POINT OF BEGINNING, CONTAINING 0.30 ACRES, MORE OR LESS. SUBJECT TO THAT PORTION IN SOUTHWEST GLOVER STREET MASTER STREET PLAN RIGHT-OF-WAY ON THE WEST SIDE OF HEREIN DESCRIBED TRACT AND SUBJECT TO ALL OTHER EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

M.S.P. R/W DEDICATED PER THIS PLAT:
A PART OF THE NORTH HALF OF LOT 10 OF CLARK'S ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT ON THE WEST MASTER STREET PLAN RIGHT-OF-WAY OF SOUTHWEST GLOVER STREET WHICH IS S01°23'56"W 108.60' FROM THE NORTHEAST CORNER OF LOT 36 OF SAID SUBDIVISION AND RUNNING THENCE S87°44'21"E 1.93' TO AN EXISTING REBAR, THENCE S01°25'09"W 82.37' TO AN EXISTING REBAR, THENCE N88°33'42"W 1.65' TO THE WEST MASTER STREET PLAN RIGHT-OF-WAY OF SOUTHWEST GLOVER STREET, THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING: N01°49'15"E 49.43', N00°19'19"W 20.47', N01°23'56"E 12.50' TO THE POINT OF BEGINNING, CONTAINING 130.19 SQUARE FEET, MORE OR LESS. SUBJECT TO ALL EASEMENTS AND RIGHT-OF-WAY OF RECORD.

I HEREBY CERTIFY THIS TO BE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF ON THIS THE 16TH DAY OF JUNE, 2025.

CERTIFICATE OF AUTHORIZATION BATES & ASSOCIATES, INC. #1335 ARKANSAS ENGINEER

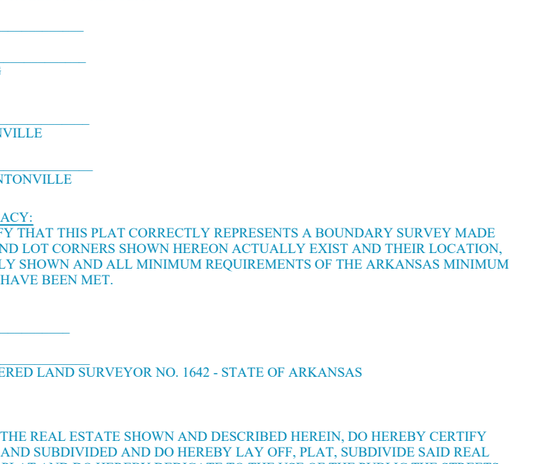
REGISTERED STATE OF ARKANSAS NO. 1642 PROFESSIONAL LAND SURVEYOR DERRICK L. THOMAS SIGNATURE

DRAFT

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.

VICINITY MAP



VICINITY MAP NOT TO SCALE

BENTONVILLE PROJECT #LS25-0027

DRAWING #23-079 SPLIT 2025

FOR USE AND BENEFIT OF:
STEVE FREEMAN

ADDRESS:
214 & 216 SOUTHWEST GLOVER STREET BENTONVILLE, ARKANSAS

DATE: *07/14/25* SCALE: *1"=20'*
LOCATION: LOTS 10 & 36 CLARK'S ADDITION
SURVEYED: HS DRAFTED: JT, BA
DRAFT DATE: 07/14/25
REVIEWED: DT
COA #1335

BATES Engineers · Surveyors
7230 S. Pleasant Ridge Dr. · Fayetteville, Arkansas 72704 · 479.442.9350

BATES & ASSOCIATES, INC. Copyright 2025
This survey was conducted for the person or persons whose name(s) appear on this plat. This plat is protected by copyright. No one including the person(s) named may reproduce this plat without the express written consent of Bates & Associates, Inc. Surveyor has made no independent investigation for easements of record, encumbrances, restrictive covenants, ownership title evidence, or any other fact which a complete and accurate title search may disclose. Any flood statement provided on this plat is for information only and Bates & Associates, Inc. assumes no liability for the correctness of the hereon cited maps, furthermore the above statement does not represent the opinion of Bates & Associates, Inc. of the probability of flooding.

LEGEND:
THESE STANDARD SYMBOLS WILL BE FOUND IN THE DRAWING.
(R) RECORD BEARING & DISTANCE
(M) MEASURED BEARING & DISTANCE
FOUND 5/8" REBAR
SET 5/8" REBAR/CAP
FOUND PIPE
FOUND 1/2" REBAR
COMPUTED POINT
CABLE PEDESTAL
AC CONDENSER UNIT
ELECTRICAL METER
GAS METER
GRATED INLET
TELEPHONE PEDESTAL
TELEPHONE VAULT
WATER METER
WATER VALVE
BOUNDARY LINE (MEASURED)
BOUNDARY LINE (EXISTING)
TIE LINE
CENTERLINE OF ROAD
RIGHT-OF-WAY
SEWER LINE
WATER LINE
FENCE
UTILITY EASEMENT
BUILDING SETBACK

SUBMITTAL #	DATE
REVISED PER 1ST SUB COMMENTS	7/14/25

ORDINANCE NO._____

AN ORDINANCE ACCEPTING A LOT SPLIT OF LOTS 10 AND 36 OF CLARK'S ADDITION CREATING NEW LOTS 39, 40, AND 41 OF CLARK'S ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS; AND FOR OTHER PURPOSES.

(PROJECT NUMBER: LS25-0027)

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the lot split of LOTS 10 AND 36 OF CLARK'S ADDITION creating new LOTS 39, 40, AND 41 OF CLARK'S ADDITION, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on August 5, 2025;

WHEREAS, said lot split is attached hereto as Exhibit "A";

WHEREAS, the Bentonville Planning Commission considered said lot split on the date stated, and at other times, and voted to recommend the approval of said lot split to the City Council; and

WHEREAS, the lot split of real property as described herein has been submitted to the City Council of the City of Bentonville and, after consideration and deliberation, said Council is of the opinion that said lot split should be approved.

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

Section 1: That the lot split of LOTS 10 AND 36 OF CLARK'S ADDITION creating new LOTS 39, 40, AND 41 OF CLARK'S ADDITION to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes;

Section 2: That the Mayor and City Clerk be and are hereby authorized and directed to evidence the acceptance of said lot split by certifying said acceptance on the approved lot split;

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

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

PASSED AND APPROVED this_____ day of _____, 2025.

APPROVED:

_____

Stephanie Orman, Mayor

ATTEST:

_____

Malorie Marrs, City Clerk

	Property Line Adjustment - Lots 14, 15 & 16 of Fairfield Addition
	801 SE G ST
	PC Date: 3/4/2025

Staff Report Details

Project Number	PLA25-0015
Applicant / Current Owner	Whitebox @ Market LLC
Site Area	+/- **[.98]** Acres
Current Zoning	D-E, Downtown Edge
Requested Zoning	NA
Current Future Land Use Map Designation	Urban Corridor
Requested Future Land Use Map Designation	NA
Development Type / Use	
Related projects	

Property Description

Property Line Adjustment: Lots 14, 15 & 16, Block 4, Fairfield Addition, Creating Lot 29, Block 4 of Fairfield Addition. 801 SE G St, and 802 & 804 SE H St, D-E, Downtown Edge, *PLA25-0015.*

Property Line Adjustment of Lots 14, 15 & 16, Block 4, Fairfield Addition, Creating Lot 29, Block 4 of Fairfield Addition. The plat is dedicating a 10' utility easement along the north side of the lot. The lot has direct access to SE H St, SE G St, and SE 8th St.

Project Details

Relationship to the Community Plan

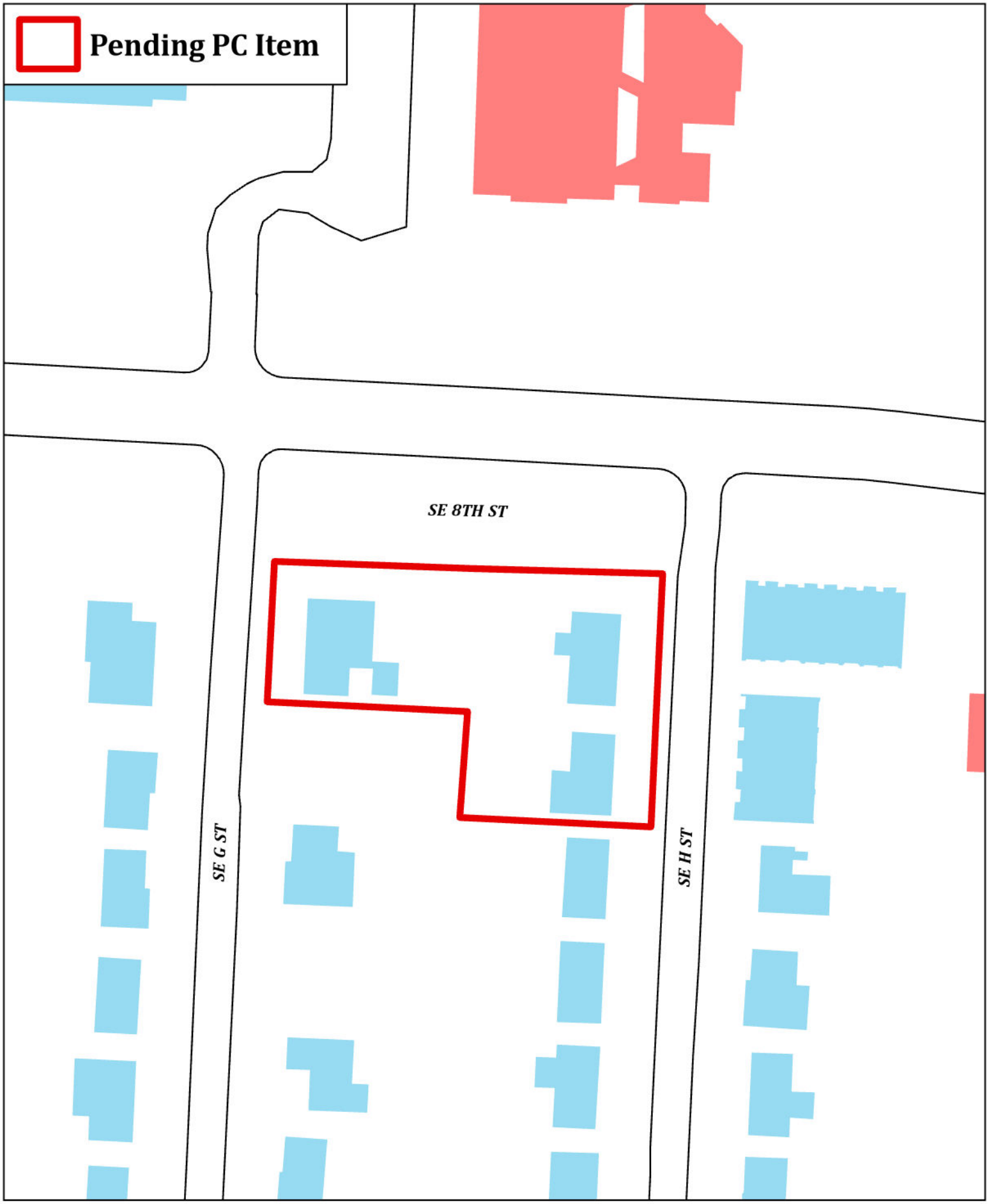
Public Comment

Has Staff received Public Comment at the time of this report? : **No**

Analysis / Waivers

Conclusion

Additional Details



N
W E
S

PLA25-0015
Creating Lot 29 Whitebox at Market
801 SE G ST

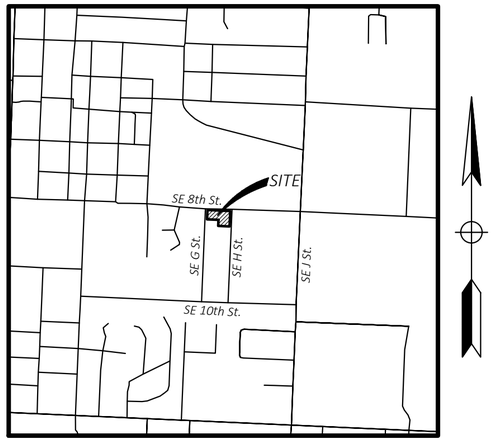
Property Line Adjustment of Lots 14, 15 & 16, Block 4, Fairfield Addition, Creating Lot 29 Whitebox @ Market LLC

802 SE H ST

Bentonville, Benton County, Arkansas

GENERAL NOTES:

1. *This survey does not purport to be a proposed tract split or replat, or any other subdivision plat as may be defined by city, county, or state law, The land owner is encouraged to check with the local planning/development authorities for proper platting procedures before proceeding with the development.*
2. *Except as specifically stated or shown on this plat, the survey does not purport to reflect any of the following which may be applicable to the subject real estate: Easements, other that possible easements which were visible at the time of making of this survey; building setback lines, restrictive covenants; subdivision restrictions; zoning or other land-use regulations, or any other facts which an accurate and current title search may disclose.*
3. *This plat represents a Lot Combination of Lots 14, 15 & 16, Block 4, Fairfield Addition as recorded in Instruments L202464424, L202516165 & L202516093 in the public records of Benton County, Arkansas.*
4. *Every document of record reviewed and considered as a part of this survey is noted hereon. Only the documents noted hereon were supplied to the surveyor.*
5. *A title search was not conducted by a certified title company. No abstract of title, nor title commitment, nor results of title searches were furnished to the surveyor. All documents were provided by the client/clients and/or researched by CEI Engineering Associates, Inc., and may be subject to record/unrecorded: easements, rights of way, covenants, building setback lines, subdivision restrictions, zoning, land regulations or other facts which an accurate and current title search may reveal. There may exist other documents of record which would affect this parcel.*
6. *Declaration is made to the original purchaser of the survey and is not transferable to any additional institutions or subsequent owners.*
7. *Basis of Bearings: All bearing and distances shown hereon are grid based on Arkansas State Plane Coordinate System, NAD83, North Zone, as established by a Static observation processed through Trimble RTX.*
8. *This survey is valid only if the drawing includes the seal and signature of the surveyor.*
9. *This survey meets the current Arkansas Standards of Practice for Property Boundary Surveys and Plats.*
10. *Subsurface and environmental conditions were not examined nor considered a part of this survey.*
11. *No attempt has been made as a part of this boundary survey to obtain or shown data concerning existence, size, depth, condition, capacity, or location of any utility or facilities.*
12. *Underground utilities were located by visible above ground markings as marked by utility locators and shown hereon as located by CEI Engineering Associates, Inc. survey field crews. All utility locations shown hereon are approximate. All utilities may not have been marked/located by the appropriate locators. No excavation has taken place as of this date to determine the exact location of existing underground utilities shown on this survey.*
13. *The contractor is advised to contract the 811 One-Call Center before any construction begins, depending on the state there is a possibility of a severe penalty for not making this call. Not all utility companies are members of the One-Call Systems. Therefore the contractor is advised to contract all non-members as well as the One-Call System.*
14. *The contractor must determine that proposed structures are clear of all boundary lines, easements, and meet building setback requirements before construction begins.*
15. *By scaled map location and graphical plotting only. This property is located unshaded Zone "X" which are areas determined to be outside the 0.2% annual chance floodplain determined by the National Flood Insurance Program, Flood Insurance Rate Map for Benton County, Arkansas. Map Number: 05007C0255K / Map Revised: June 05, 2012*
16. *No attempt was made to show the zoned building setback lines graphically on the survey. The assignment, vacation, or orientation of setbacks that impact the usage rights of the property are determined by the local governing jurisdictional agency. Setback dimensions will be based on the orientation of the building(s) to be constructed as approved.*
17. *Setbacks shall be per the current zoning district as stated in the most recent City of Bentonville Zoning Code. For more info visit http://www.bentonvilleplanning.com/ or call the Planning Department @ 479-271-3122.*
18. *Sidewalks shall be the responsibility of the builder/owner at time of building permit issuance.*
19. *There may not be fences or any other structures build in any drainage easement*
20. *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*
21. *Owner is to contact New Service coordinator (479-271-3139) to discuss electric service prior to beginning any construction. Failure to contact BEUD prior to construction will result in delays to get electric service.*
22. *All structures must maintain a minimum of 20' clearance from all electric lines*
23. *BEUD's standard practice is to place underground equipment (transformers, secondary pedestals, junction boxes, etc.) on the lot line of a development. Any adjustments to the property line that result in our equipment not being on the lot line require the developer to pay for the cost of BEUD to relocate the equipment to the lot line.*
24. *It is the responsibility of the developer to pay for any cost associated with moving of equipment. This includes but is not limited to any costs associated with loss of equipment (wire and elbows) and labor and material to move the equipment to the new lot line.*
25. *Relocation of any existing electrical facilities shall be at the owners expense*
26. *Owner/Developer shall coordinate with all local utilities to insure that each lot has water, sewer and electric service.*
27. *We hereby grant to the City of Bentonville a blanket Avigation easement over the entirety of this Lot Combination pursuant to Municipal Code Section 401.12 and 401.13*
28. *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.*
29. *All sidewalks shall be installed by the timeframes set forth in 900.09 of the Street Specifications.*
30. *There may not be fences or any other structures built in any drainage easements.*
31. *There are no waivers, variances, and conditional uses at the time of preparing this plat or plan.*



VICINITY MAP

NOT TO SCALE

Latitude: 36°21'49.40"N
Longitude: 94°12'0.21"W

Owner / Owners

Parcel Number #01-02583-000,
#01-02584-000, #01-02585-000
Whitebox @ Market LLC
304 NW J St
Bentonville, Arkansas 72712
Phone: (416) 452-8384

Surveyors:

CEI Engineering Associates, Inc.
2600 NE 11th ST, Suite 300
Bentonville, AR 72712
Phone: (479) 273-9472
Fax:(479) 271-0536
Surveyor: Dustin G. Riley, AR. PLS #1618

DESCRIPTIONS PER DEEDS L202464424, L202516165, L202516093:

Lot 14, Block 4, Fairfield Addition to the City of Bentonville, Benton County, Arkansas, as shown in Plat Record O, Page 351.

Lot 15, Block 4, Fairfield Addition to the City of Bentonville, Benton County, Arkansas, as shown in plat record "O" page 351, in the office of the Circuit Clerk and Ex-Officio Recorder of Benton County, Arkansas.

Lot 16, Block 4, Fairfield Addition to the City of Bentonville, Benton County, Arkansas, as shown in Plat Record O, Page 351.

REVISION

NO.	DESCRIPTION	DATE
1	Added UGE Line	06/24/2025

CERTIFICATE OF OWNERSHIP:

We the undersigned, owners of the real estate shown and described herein, do hereby certify that we have laid off, platted, and subdivided and do hereby lay off, plat, subdivide said real estate in accordance with this plat and do hereby dedicate to the use of the public the streets, alleys, drives, easements, etc. as shown on said plat.

Date of Execution: _____ *Signed:* _____

Name & Address: *Whitebox @ Market LLC*
304 NW J St
Bentonville, Arkansas 72712

Print Name: _____

Subscribed and sworn before me, this _____ *day of* _____, *2025.*

_____ _____
Notary Public *My Commission Expires*

CERTIFICATE OF APPROVAL

Pursuant to the Bentonville Land Development Code and all other conditions and approval having been completed, this document is hereby accepted. This Certificate is hereby executed under the authority of said rules and regulations.

Date of Execution: _____

Signed: _____
Bentonville Planning Commission Chairman

Signed: _____
Mayor, City of Bentonville

Signed: _____
City Clerk, City of Bentonville

CERTIFICATE OF SURVEYING ACCURACY

I Dustin G. Riley, hereby certify that this plat correctly represents a boundary survey made by me and boundary markers and lot corners shown hereon actually exist and their location, type and material are correctly shown and all minimum requirements of the Arkansas Minimum Standards for Property Boundary Surveys and Plans have been met.

Date of Execution: _____

Signed: _____
Registered Land Surveyor
No.1618
State of Arkansas

CERTIFICATE OF AUTHORIZATION
CEI Engineering Associates, Inc. No. 118
ARKANSAS ENGINEER

REZONE # RZ25-0012, RZ25-0013

City of Bentonville Project # PLA25-0015

State Survey Code: 500-20N-30W-0-32-340-04-1618

CIVIL ENGINEERING ▪ LANDSCAPE ARCHITECTURE ▪ LAND SURVEYING ▪ PLANNING

BENTONVILLE | DALLAS | FRESNO | HOUSTON | JACKSONVILLE | MINNEAPOLIS | PHILADELPHIA | PHOENIX *ATLAS PAGE: 404*

CEI Solutions for Land and Life

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

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

Lot Combination
Whitebox @ Market LLC
802 SE H ST
Bentonville, Benton County, Arkansas

Preliminary
This document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document

PROFESSIONAL OF RECORD	DGR
DESIGNER	BLF
FIELD WORK	KDM
CEI PROJECT NUMBER	34467
DATE	7/17/2025
REVISION	REV-1

COVER

SHEET TITLE

SHEET NUMBER

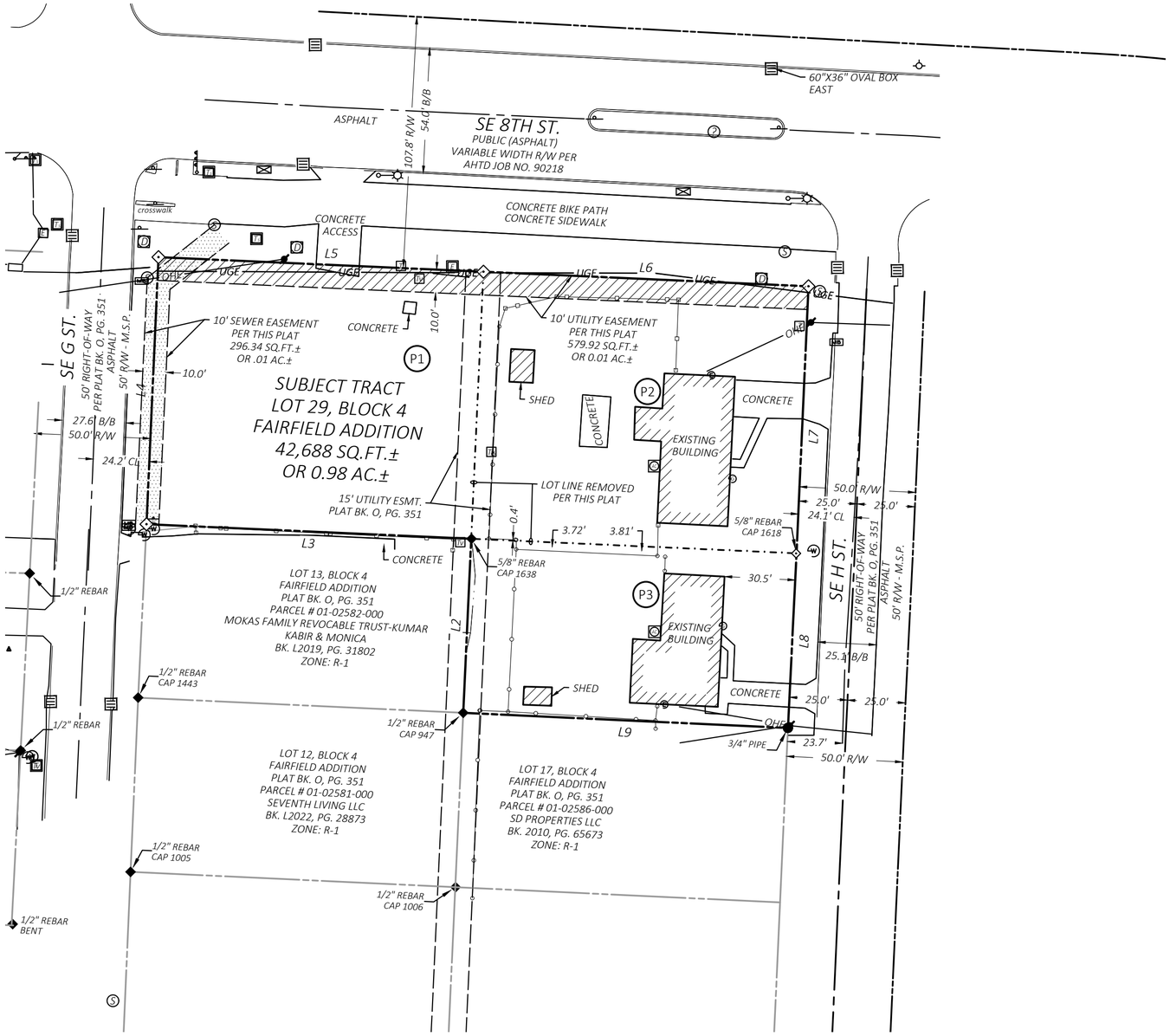
1 OF 2

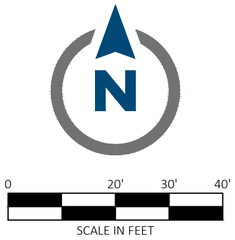
DRAWING LOCATION - S:\34000\34467\DRAWINGS\SURVEY\WORKING\34467 LC.DWG -- SAVED BY - BFLEEMAN

© 2025 CEI ENGINEERING ASSOCIATES, INC.

PARENT TRACTS		
P1 PARENT TRACT LOT 14, BLOCK 4 FAIRFIELD ADDITION PLAT BK. O, PG. 351 PARCEL # 01-02583-000 WHITEBOX @ MARKET LLC BK. L2024, PG. 64424 ZONE:D-E	P2 PARENT TRACT LOT 15, BLOCK 4 FAIRFIELD ADDITION PLAT BK. O, PG. 351 PARCEL # 01-02584-000 WHITEBOX @ MARKET LLC BK. L2025, PG. 16165 ZONE:D-E	P3 PARENT TRACT LOT 16, BLOCK 4 FAIRFIELD ADDITION PLAT BK. O, PG. 351 PARCEL # 01-02585-000 WHITEBOX @ MARKET LLC BK. L2025, PG. 16093 ZONE:D-E

Property Line Table		
Line #	Direction	Length
L2	N02°37'09"E	74.96'
L3	N87°25'59"W	139.87'
L4	N02°34'02"E	115.00'
L5	S87°25'58"E	139.97'
L6	S87°25'58"E	140.03'
L7	S02°34'02"W	115.00'
L8	S02°49'26"W	75.20'
L9	N87°19'57"W	139.86'





Legend

- Boundary Line
- Lot Line Removed per this Plat
- Adjoining Boundary Line
- Right-of-Way Line
- Easement Line
- Centerline
- Setback Line
- Flow Line
- Chainlink Fence Line
- Wood Fence Line
- OHE — Overhead Electric Line
- UGE — Underground Electric Line
- Utility Pole
- Light on Utility Pole
- Ts — Traffic Signal Riser
- ? — Unknown Riser
- Tv — Cable TV Riser
- E — Electric Riser
- Air Conditioner Unit
- T — Telephone Riser
- MB — Mail Box
- Found Monument (As Noted)
- Set 5/8" Rebar
- Found Pipe (As noted)
- S — Sewer Manhole (SMH)
- W — Water Meter
- G — Gas Meter
- D — Drainage Manhole (DMH)
- Grate Inlet (GI)
- Fire Hydrant
- ? — Unknown Manhole
- Traffic Light (2 Lamps)
- Traffic Light (3 Lamps)
- Traffic Sign (Type of Sign)
- Warning Gas Line Sign
- B/B — Back to Back of Curb
- CL — Centerline
- R/W — Right-of-Way
- 10' Utility Easement
- 10' Sewer Easement

ATLAS PAGE: 404

City of Bentonville Project # PLA25-0015

State Survey Code: 500-20N-30W-0-32-340-04-1618

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

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

Lot Combination
Whitebox @ Market LLC
802 SE H ST
Bentonville, Benton County, Arkansas

Preliminary
This document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document

PROFESSIONAL OF RECORD	DGR
DESIGNER	BLF
FIELD WORK	KDM
CEI PROJECT NUMBER	34467
DATE	7/17/2025
REVISION	REV-1

LOT COMBO
SHEET TITLE

SHEET NUMBER
2 OF 2

DRAWING LOCATION - S:\34000\34467\DRAWINGS\SURVEY\WORKING\34467 LC.DWG -- SAVED BY - BFLEEMAN

© 2025 CEI ENGINEERING ASSOCIATES, INC.

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF LOTS 14, 15, AND 16, BLOCK 4 OF FAIRFIELD ADDITION CREATING NEW LOT 29, BLOCK 4 OF FAIRFIELD ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS; AND FOR OTHER PURPOSES.
(PROJECT NUMBER: PLA25-0015)

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the property line adjustment of LOTS 14, 15, AND 16, BLOCK 4 OF FAIRFIELD ADDITION creating new LOT 29, BLOCK 4 OF FAIRFIELD ADDITION the City of Bentonville, Benton County, Arkansas was submitted to the Bentonville Planning Commission on August 5, 2025;

WHEREAS, said property line adjustment is attached hereto as Exhibit "A";

WHEREAS, the Bentonville Planning Commission considered said property line adjustment on the date stated and at other times, and voted to recommend the approval of said property line adjustment to the City Council; and

WHEREAS, the property line adjustment of real property as described herein has been submitted to the City Council for the City of Bentonville, and after consideration and deliberation, said Council is of the opinion that said property line adjustment should be approved.

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

Section 1: That the property line adjustment of LOTS 14, 15, AND 16, BLOCK 4 OF FAIRFIELD ADDITION creating new LOT 29, BLOCK 4 OF FAIRFIELD 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 property line adjustment by certifying said acceptance on the approved property line adjustment;

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

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

PASSED AND APPROVED this_____ day of _____, 2025.

APPROVED:

_____
Stephanie Orman, Mayor

ATTEST:

_____
Malorie Marrs, City Clerk

	Property Line Adjustment - Lot 27, Block 23 of Deming's 2nd Addition
	809 Northeast A Street
	PC Date: 8/5/2025

Staff Report Details

Project Number	PLA25-0019
Applicant / Current Owner	O.A.K. Construction/Rob Goltermann
Site Area	+/- **[0.41]** 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	

Property Description

Property Line Adjustment: Lots 9 and 10 of Deming's 2nd Addition, Creating Lot 27. 809 Northeast A Street, DN-2, Downtown Medium Density Residential, PLA25-0019.

A Property Line Adjustment of Lots 9 and 10 of Deming's 2nd Addition, creating new Lot 27. The plat is dedicating 0.01 acres of right-of-way along Northeast A Street. The plat is also dedicated a varied width utility easement for a sewer line along its northwestern property line. The lot has access to an unbuilt 20-foot-wide alley along its southwestern property line.

Project Details

Relationship to the Community Plan

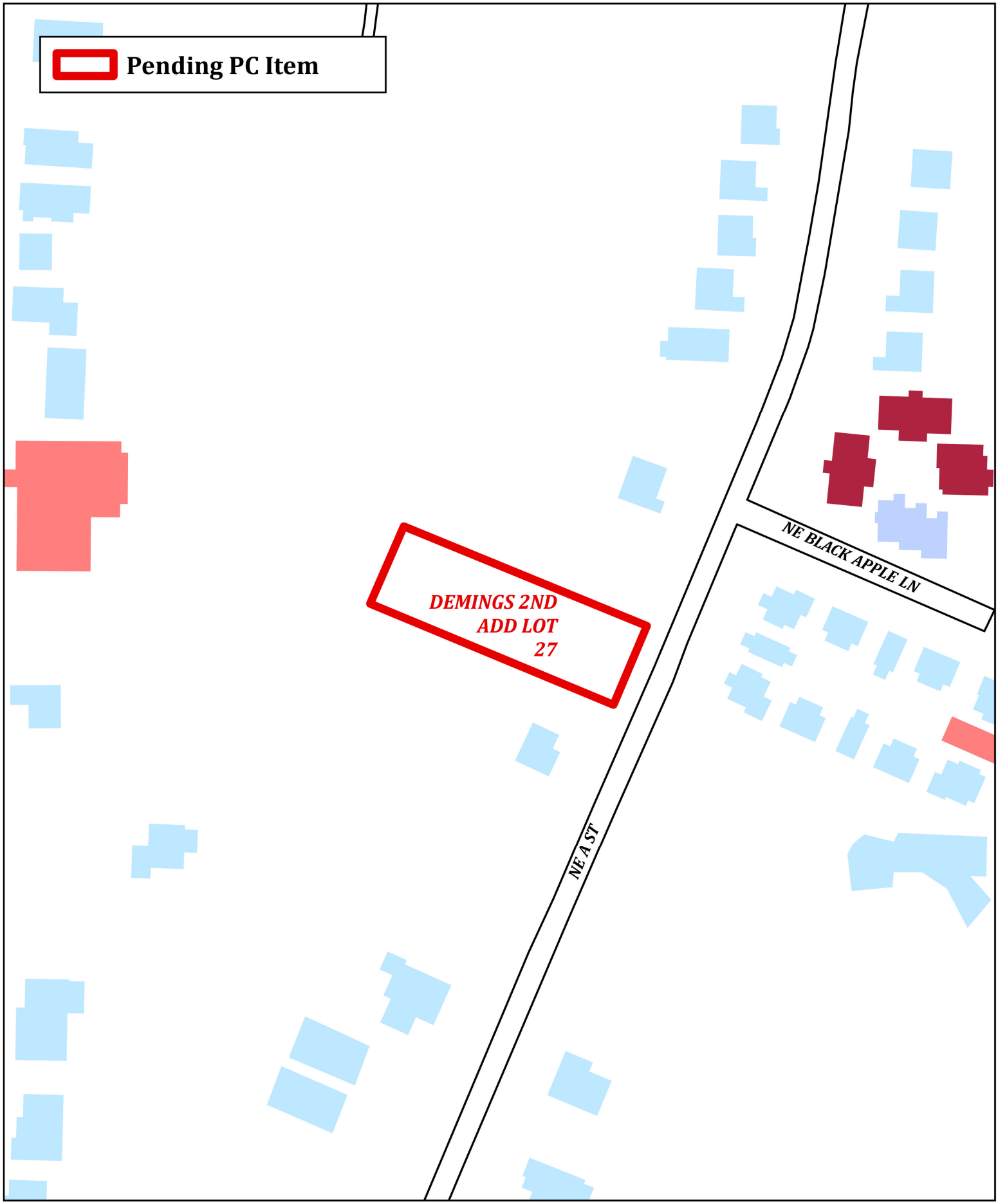
Public Comment

Has Staff received Public Comment at the time of this report? : **No**

Analysis / Waivers

Conclusion

Additional Details

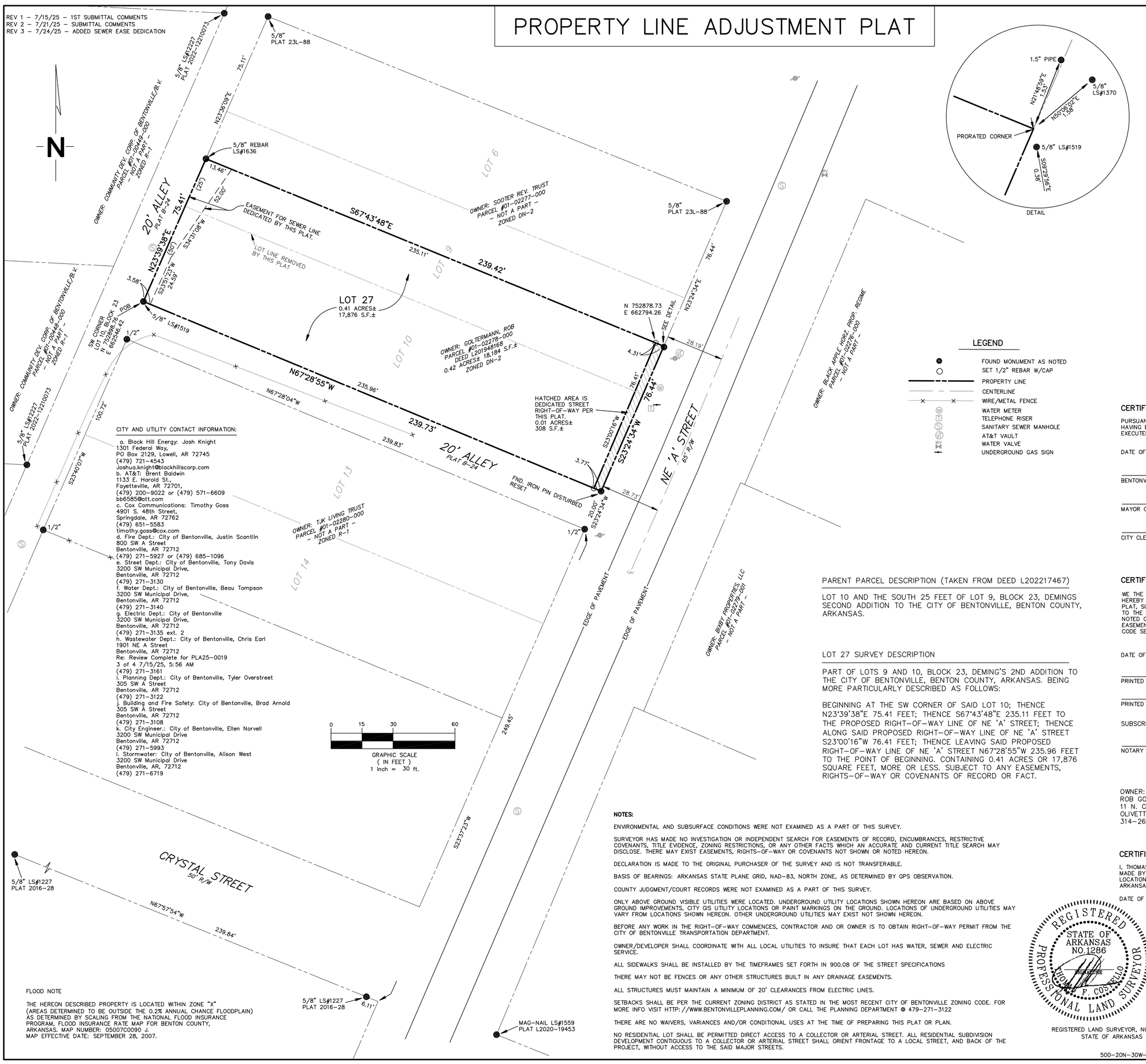


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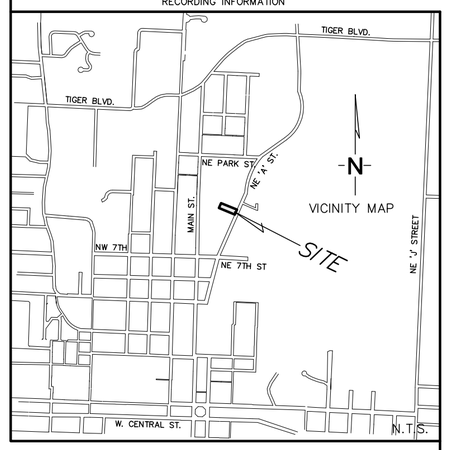
PLA25-0019
DEMINGS 2ND ADDITION
809 NE A ST

PROPERTY LINE ADJUSTMENT PLAT

REV 1 – 7/15/25 – 1ST SUBMITTAL COMMENTS
REV 2 – 7/21/25 – SUBMITTAL COMMENTS
REV 3 – 7/24/25 – ADDED SEWER EASE DEDICATION



DETAIL



LEGEND

- FOUND MONUMENT AS NOTED
- SET 1/2" REBAR W/CAP
- PROPERTY LINE
- CENTERLINE
- WIRE/METAL FENCE
- WATER METER
- TELEPHONE RISER
- SANITARY SEWER MANHOLE
- AT&T VAULT
- WATER VALVE
- UNDERGROUND GAS SIGN

CITY AND UTILITY CONTACT INFORMATION:

a. Black Hill Energy: Josh Knight
1301 Federal Way,
PO Box 2129, Lowell, AR 72745
(479) 721-4543
Joshua.knight@blackhillscorp.com
b. AT&T: Brent Baldwin
1133 E. Harold St.,
Fayetteville, AR 72701,
(479) 200-9022 or (479) 571-6609
bb6585@att.com
c. Cox Communications: Timothy Goss
4901 S. 48th Street,
Springdale, AR 72762
(479) 651-5583
timothy.goss@cox.com
d. Fire Dept.: City of Bentonville, Justin Scantlin
800 SW A Street
Bentonville, AR 72712
(479) 271-5927 or (479) 685-1096
e. Street Dept.: City of Bentonville, Tony Davis
3200 SW Municipal Drive,
Bentonville, AR 72712
(479) 271-3130
f. Water Dept.: City of Bentonville, Beau Tompson
3200 SW Municipal Drive,
Bentonville, AR 72712
(479) 271-3140
g. Electric Dept.: City of Bentonville
3200 SW Municipal Drive,
Bentonville, AR 72712
(479) 271-3135 ext. 2
h. Wastewater Dept.: City of Bentonville, Chris Earl
1901 NE A Street
Bentonville, AR 72712
Re: Review Complete for PLA25-0019
3 of 4 7/15/25, 5:56 AM
(479) 271-3161
i. Planning Dept.: City of Bentonville, Tyler Overstreet
305 SW A Street
Bentonville, AR 72712
(479) 271-3122
j. Building and Fire Safety: City of Bentonville, Brad Arnold
305 SW A Street
Bentonville, AR 72712
(479) 271-3108
k. City Engineer.: City of Bentonville, Ellen Norvell
3200 SW Municipal Drive
Bentonville, AR 72712
(479) 271-5993
l. Stormwater: City of Bentonville, Alison West
3200 SW Municipal Drive
Bentonville, AR, 72712
(479) 271-6719

0 15 30 60
GRAPHIC SCALE
(IN FEET)
1 inch = 30 ft.

FLOOD NOTE

THE HEREON DESCRIBED PROPERTY IS LOCATED WITHIN ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AS DETERMINED BY SCALING FROM THE NATIONAL FLOOD INSURANCE PROGRAM, FLOOD INSURANCE RATE MAP FOR BENTON COUNTY, ARKANSAS. MAP NUMBER: 05007C0090 J.
MAP EFFECTIVE DATE: SEPTEMBER 28, 2007.

PARENT PARCEL DESCRIPTION (TAKEN FROM DEED L202217467)

LOT 10 AND THE SOUTH 25 FEET OF LOT 9, BLOCK 23, DEMINGS SECOND ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS.

LOT 27 SURVEY DESCRIPTION

PART OF LOTS 9 AND 10, BLOCK 23, DEMING'S 2ND ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SW CORNER OF SAID LOT 10; THENCE N23°39'38"E 75.41 FEET; THENCE S67°43'48"E 235.11 FEET TO THE PROPOSED RIGHT-OF-WAY LINE OF NE 'A' STREET; THENCE ALONG SAID PROPOSED RIGHT-OF-WAY LINE OF NE 'A' STREET S23°00'16"W 76.41 FEET; THENCE LEAVING SAID PROPOSED RIGHT-OF-WAY LINE OF NE 'A' STREET N67°28'55"W 235.96 FEET TO THE POINT OF BEGINNING. CONTAINING 0.41 ACRES OR 17,876 SQUARE FEET, MORE OR LESS. SUBJECT TO ANY EASEMENTS, RIGHTS-OF-WAY OR COVENANTS OF RECORD OR FACT.

NOTES:

ENVIRONMENTAL AND SUBSURFACE CONDITIONS WERE NOT EXAMINED AS A PART OF THIS SURVEY.

SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, TITLE EVIDENCE, ZONING RESTRICTIONS, OR ANY OTHER FACTS WHICH AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE. THERE MAY EXIST EASEMENTS, RIGHTS-OF-WAY OR COVENANTS NOT SHOWN OR NOTED HEREON.

DECLARATION IS MADE TO THE ORIGINAL PURCHASER OF THE SURVEY AND IS NOT TRANSFERABLE.

BASIS OF BEARINGS: ARKANSAS STATE PLANE GRID, NAD-83, NORTH ZONE, AS DETERMINED BY GPS OBSERVATION.

COUNTY JUDGMENT/COURT RECORDS WERE NOT EXAMINED AS A PART OF THIS SURVEY.

ONLY ABOVE GROUND VISIBLE UTILITIES WERE LOCATED. UNDERGROUND UTILITY LOCATIONS SHOWN HEREON ARE BASED ON ABOVE GROUND IMPROVEMENTS, CITY GIS UTILITY LOCATIONS OR PAINT MARKINGS ON THE GROUND. LOCATIONS OF UNDERGROUND UTILITIES MAY VARY FROM LOCATIONS SHOWN HEREON. OTHER UNDERGROUND UTILITIES MAY EXIST NOT SHOWN HEREON.

BEFORE ANY WORK IN THE RIGHT-OF-WAY COMMENCES, CONTRACTOR AND OR OWNER IS TO OBTAIN RIGHT-OF-WAY PERMIT FROM THE CITY OF BENTONVILLE TRANSPORTATION DEPARTMENT.

OWNER/DEVELOPER SHALL COORDINATE WITH ALL LOCAL UTILITIES TO INSURE THAT EACH LOT HAS WATER, SEWER AND ELECTRIC SERVICE.

ALL SIDEWALKS SHALL BE INSTALLED BY THE TIMEFRAMES SET FORTH IN 900.08 OF THE STREET SPECIFICATIONS

THERE MAY NOT BE FENCES OR ANY OTHER STRUCTURES BUILT IN ANY DRAINAGE EASEMENTS.

ALL STRUCTURES MUST MAINTAIN A MINIMUM OF 20' CLEARANCES FROM ELECTRIC LINES.

SETBACKS SHALL BE PER THE CURRENT ZONING DISTRICT AS STATED IN THE MOST RECENT CITY OF BENTONVILLE ZONING CODE. FOR MORE INFO VISIT HTTP://WWW.BENTONVILLEPLANNING.COM/ OR CALL THE PLANNING DEPARTMENT @ 479-271-3122

THERE ARE NO WAIVERS, VARIANCES AND/OR CONDITIONAL USES AT THE TIME OF PREPARING THIS PLAT OR PLAN.

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.

CERTIFICATE OF APPROVAL

PURSUANT TO THE BENTONVILLE SUBDIVISION REGULATIONS AND ALL OTHER CONDITIONS AND APPROVAL HAVING BEEN COMPLETED, THIS DOCUMENT IS HEREBY ACCEPTED. THIS CERTIFICATE IS HEREBY EXECUTED UNDER THE AUTHORITY OF THE SAID RULES AND REGULATIONS.

DATE OF EXECUTION _____

_____
BENTONVILLE PLANNING COMMISSION CHAIRMAN

_____
MAYOR CITY OF BENTONVILLE

_____
CITY CLERK, CITY OF BENTONVILLE

CERTIFICATE OF OWNERSHIP

WE THE UNDERSIGNED, OWNERS OF THE REAL ESTATE SHOWN AND DESCRIBED HEREIN, DO HEREBY CERTIFY THAT WE HAVE LAID OFF, PLATTED, AND SUBDIVIDED AND DO HEREBY LAY OFF, PLAT, SUBDIVIDE SAID REAL ESTATE IN ACCORDANCE WITH THIS PLAT AND DO HEREBY DEDICATE TO THE USE OF THE PUBLIC THE STREETS, ALLEYS, DRIVES, EASEMENTS, ETC. AS SHOWN & NOTED ON SAID PLAT. WE HEREBY GRANT TO THE CITY OF BENTONVILLE A BLANKET AVIGATION EASEMENT OVER THE ENTIRETY OF THIS PROPERTY LINE ADJUSTMENT PURSUANT TO MUNICIPAL CODE SECTION 401.12 AND 401.13.

DATE OF EXECUTION _____

_____ _____
PRINTED NAME SIGNED

_____ _____
PRINTED NAME SIGNED

SUBSCRIBED AND SWORN BEFORE ME THIS_____ DAY OF _____ , 2025.

_____ _____
NOTARY PUBLIC MY COMMISSION EXPIRES

OWNER:
ROB GOLTERMANN
11 N. COVINGTON MEADOW RD.
OLIVETTE, MO 63132
314-267-7497

CERTIFICATE OF SURVEYING ACCURACY

I, THOMAS COSTELLO , 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: 07/24/2025

REGISTERED
STATE OF ARKANSAS
NO. 1286
SIGNATURE
THOMAS F. COSTELLO
PROFESSIONAL LAND SURVEYOR

REGISTERED LAND SURVEYOR, NO, 1286
STATE OF ARKANSAS

500-20N-30W-0-30-120-04-1286

PROPERTY LINE ADJUSTMENT PLAT
LOT 10 AND SOUTH 25' OF LOT 9
BLOCK 23, DEMING'S 2ND ADDITION TO BENTONVILLE
– CREATING –
LOT 27, BLOCK 23
DEMING'S 2ND ADDITION TO BENTONVILLE

Costello Land Surveying
4342 E. STATE HIGHWAY 90
PINEVILLE, MO. 64856
(417) 226-4524

SHEET 1 OF 1	DRAWING: BNDY-REV2	FIELD DATE: 07-10-25	JOB NO. 25083
ATLAS PAGE # 361		CITY PROJECT # PLA25-0019	

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF LOT 10 AND THE SOUTH 25 FEET OF LOT 9, BLOCK 23 OF DEMMING'S 2ND ADDITION CREATING NEW LOT 27, BLOCK 23 OF DEMMING'S 2ND ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS; AND FOR OTHER PURPOSES. (PROJECT NUMBER: PLA25-0019)

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the property line adjustment of LOT 10 AND THE SOUTH 25 FEET OF LOT 9, BLOCK 23 OF DEMMING'S 2ND ADDITION creating new LOT 27, BLOCK 23 OF DEMMING'S 2ND ADDITION the City of Bentonville, Benton County, Arkansas was submitted to the Bentonville Planning Commission on August 5, 2025;

WHEREAS, said property line adjustment is attached hereto as Exhibit "A";

WHEREAS, the Bentonville Planning Commission considered said property line adjustment on the date stated and at other times, and voted to recommend the approval of said property line adjustment to the City Council; and

WHEREAS, the property line adjustment of real property as described herein has been submitted to the City Council for the City of Bentonville, and after consideration and deliberation, said Council is of the opinion that said property line adjustment should be approved.

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

Section 1: That the property line adjustment of LOT 10 AND THE SOUTH 25 FEET OF LOT 9, BLOCK 23 OF DEMMING'S 2ND ADDITION creating new LOT 27, 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 property line adjustment by certifying said acceptance on the approved property line adjustment;

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

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

PASSED AND APPROVED this_____ day of _____, 2025.

APPROVED:

_____
Stephanie Orman, Mayor

ATTEST:

_____
Malorie Marrs, City Clerk

Consent Agenda Item LS25-0014

For the Planning Commission meeting on August 11, 2025

Details

Lot Split of Lot 14, Block 2 of Sunset Addition, Creating Lots 15 and 16. 909 NW 9th ST. R-1, Low-Density Single-Family Residential. LS25-0014

Lot Split of Lot 14, Block 2 of Sunset Addition, Creating Lots 15 and 16. The plat is dedicating a 15 foot utility easement along Northwest 9th Street and a 20' access and utility easement along the flag of lot 16. The lots have direct access to Northwest 9th Street.



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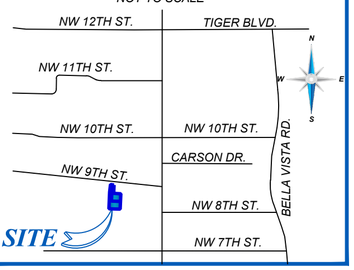
LS25-0014
Creating Lots 15-16 Block 2 Sunset Addition
909 NW 9TH ST

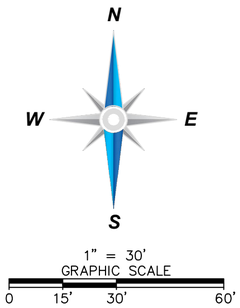
LOT SPLIT OF EXISTING LOT 14, BLOCK 2
CREATING NEW LOTS 15 AND 16, BLOCK 2 OF SUNSET ADDITION

909 NORTHWEST 9TH STREET, BENTON COUNTY, BENTONVILLE, ARKANSAS 72712

VICINITY MAP

NOT TO SCALE





RECORD DESCRIPTION

PARENT TRACT: LOT 14, DEED FILE NO. L202331603:

A PART OF LOT 12, BLOCK 2, SUNSET ADDITION, REVISED, BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT RECORD 22, AT PAGE 23, ALSO BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND 1/2" REBAR ON THE SOUTH RIGHT-OF-WAY LINE OF NORTHWEST 9TH STREET, MARKING THE NORTHEAST CORNER OF SAID LOT 12; THENCE ALONG SAID RIGHT-OF-WAY S82°01'25"E 40.83 FEET TO SET 5/8" REBAR WITH CAP "WINCHESTER AR 1808"; THENCE LEAVING SAID RIGHT-OF-WAY S02°43'42"W 94.29 FEET TO SET 5/8" REBAR WITH CAP "WINCHESTER AR 1808"; THENCE S87°50'49"E 81.32 FEET SET 5/8" REBAR WITH CAP "WINCHESTER AR 1808"; THENCE S02°43'42"W 173.80 FEET TO A FOUND 1" IRON PIPE; THENCE N87°50'49"W 126.34 FEET TO A SET MAG-NAIL WITH WASHER "WINCHESTER AR 1808" IN A ROOT OF A LARGE SHRUB; THENCE N02°43'42"E 187.34 FEET TO A FOUND 5/8" REBAR; THENCE N05°39'54"E 85.04 FEET TO THE POINT OF BEGINNING. CONTAINING 0.600 ACRES MORE OR LESS. SUBJECT TO EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

SURVEY DESCRIPTION

LOT 15:
A PART OF LOT 14, BLOCK 2, SUNSET ADDITION, REVISED, BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT RECORD L202422279, ALSO BEING DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 1/2" REBAR ON THE SOUTH RIGHT-OF-WAY LINE OF NORTHWEST 9TH STREET AND MARKING THE NORTHWEST CORNER OF SAID LOT 14; THENCE ALONG SAID RIGHT-OF-WAY LINE, S82°01'25"E 20.41 FEET TO A SET 5/8" REBAR WITH CAP "MCKELVIN PS 1926" BEING THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, S82°01'25"E 20.42 FEET TO A FOUND 5/8" REBAR WITH CAP "WINCHESTER AR 1808"; THENCE DEPARTING FROM SAID RIGHT-OF-WAY LINE, S02°43'42"W 94.29 FEET TO A FOUND 5/8" REBAR WITH CAP "WINCHESTER AR 1808"; THENCE S87°50'49"E 81.32 FEET TO A FOUND 5/8" REBAR WITH CAP "WINCHESTER AR 1808"; THENCE S02°43'42"W 86.90 FEET TO A SET 5/8" REBAR WITH CAP "MCKELVIN PS 1926"; THENCE N87°50'49"W 101.65 FEET TO A SET 5/8" REBAR WITH CAP "MCKELVIN PS 1926"; THENCE N02°43'42"E 183.26 FEET RETURNING TO THE POINT OF BEGINNING, CONTAINING 10,771 SQ. FEET OR 0.247 ACRES MORE OR LESS AND SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

LOT 16:
A PART OF LOT 14, BLOCK 2, SUNSET ADDITION, REVISED, BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT RECORD L202422279, ALSO BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND 1/2" REBAR ON THE SOUTH RIGHT-OF-WAY LINE OF NORTHWEST 9TH STREET AND MARKING THE NORTHWEST CORNER OF SAID LOT 14; THENCE ALONG SAID RIGHT-OF-WAY LINE, S82°01'25"E 20.41 FEET TO A SET 5/8" REBAR WITH CAP "MCKELVIN PS 1926"; THENCE DEPARTING FROM SAID RIGHT-OF-WAY LINE, S02°43'42"W 183.26 FEET TO A SET 5/8" REBAR WITH CAP "MCKELVIN PS 1926"; THENCE S87°50'49"E 101.65 FEET TO A SET 5/8" REBAR WITH CAP "MCKELVIN PS 1926"; THENCE S02°43'42"W 86.90 FEET TO A FOUND 1" IRON PIPE; THENCE N87°50'49"W 126.34 FEET FOUND MAG-NAIL WITH WASHER "WINCHESTER AR 1808"; THENCE N02°43'42"E 187.34 FEET TO A FOUND 5/8" REBAR; THENCE N05°39'54"E 85.04 FEET RETURNING TO THE POINT OF BEGINNING, CONTAINING 15,348 SQ. FEET OR 0.352 ACRES MORE OR LESS AND SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

MISCELLANEOUS NOTES

STATE RECORDING NUMBER:
500-20N-31W-0-25-120-04-1926

COMPLETED FIELD WORK:
MARCH 27, 2025

REFERENCE DOCUMENTS:
1. WARRANTY DEED FILE # L202331603.
2. SURVEY PLAT FILED IN PLAT BOOK 22 AT PAGE 23.
3. SURVEY PLAT FILE AS PLAT RECORD 22, AT PAGE 23.

BASIS OF BEARING:
THE BASIS OF BEARING OF THIS SURVEY IS GRID NORTH, BASED ON ARKANSAS STATE PLANE COORDINATE SYSTEM, NORTH ZONE NAD83.

SOME FEATURES SHOWN ON THIS PLAT MAY BE SHOWN OUT OF SCALE FOR CLARITY.

DIMENSIONS ON THIS PLAT ARE EXPRESSED IN FEET AND DECIMAL PARTS THEREOF UNLESS OTHERWISE NOTED. MONUMENTS WERE FOUND AT POINTS WHERE INDICATED.

EXCEPT AS SPECIFICALLY STATED OR SHOWN ON THIS PLAT, THIS SURVEY DOES NOT PURPORT TO REFLECT OF ANY OF THE FOLLOWING WHICH MAY BE APPLICABLE TO THE SUBJECT PROPERTY: EASEMENTS, OTHER THAN POSSIBLE EASEMENTS WHICH WERE VISIBLE AT THE TIME OF SURVEY; RESTRICTIVE COVENANTS; SUBDIVISION RESTRICTIONS OR OTHER LAND USE REGULATIONS; AND ANY OTHER FACTS WHICH AN ACCURATE TITLE SEARCH MAY DISCLOSE.

THE TERM "CERTIFY" OR "CERTIFICATION" AND "CORRECT" AS NOTED HEREON AND AS IT PERTAINS TO LAND SURVEYING SERVICES AS SHOWN ON THIS DOCUMENT SHALL MEAN, "A STATEMENT SIGNED BY THE PROFESSIONAL LAND SURVEYOR BASED ON THE FACTS AND KNOWLEDGE KNOWN TO THE PROFESSIONAL LAND SURVEYOR AT THE TIME OF THE SURVEY AND IS NOT A GUARANTEE OR WARRANTY, EITHER IMPLIED OR EXPRESSED."

ALL STRUCTURES MUST MAINTAIN MINIMUM OF 20' CLEARANCES FROM ALL ELECTRIC LINES.

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 MATERIALS TO MOVE THE EQUIPMENT TO THE NEW LOT LINE.
NO RESIDENTIAL LOT SHALL BE PERMITTED DIRECT ACCESS TO A COLLECTOR OR ARTERIAL STREET. ALL RESIDENTIAL SUBDIVISION DEVELOPMENT CONTIGUOUS TO A COLLECTOR OR ARTERIAL STREET SHALL ORIENT FRONTAGE TO A LOCAL STREET, AND BACK OF THE PROJECT, WITHOUT ACCESS TO THE SAID MAJOR STREETS.

BEFORE ANY WORK IN THE RIGHT-OF-WAY COMMENCES, CONTRACTOR AND OR OWNER IS TO OBTAIN RIGHT-OF-WAY PERMIT FROM THE CITY OF BENTONVILLE TRANSPORTATION DEPARTMENT.

OWNER/DEVELOPER SHALL COORDINATE WITH ALL LOCAL UTILITIES TO ENSURE THAT EACH LOT HAS WATER, SEWER AND ELECTRIC SERVICE.

SIDEWALKS SHALL BE THE RESPONSIBILITY OF THE BUILDER/OWNER AT TIME OF BUILDING PERMIT ISSUANCE.

ALL SIDEWALKS SHALL BE INSTALLED BY THE TIMEFRAMES SET FORTH IN 900.08 OF THE STREET SPECIFICATIONS.

THERE MAY NOT BE FENCES OR ANY OTHER STRUCTURES BUILT IN ANY DRAINAGE EASEMENTS.

ALL TREES SHALL BE PRESERVED UNLESS APPROVED BY THE DIRECTOR OF COMMUNITY DEVELOPMENT PURSUANT TO ARTICLE 1300.07 OF THE MUNICIPAL CODE.

THERE ARE NO WAIVERS, VARIANCES, AND/OR CONDITIONAL USES AT THE TIME OF PREPARING THIS PLAT OR PLAN.

ATLAS PAGE: 360

WE HEREBY GRANT TO THE CITY OF BENTONVILLE A BLANKET AVIGATION EASEMENT OVER THE ENTIRETY OF THIS LOT SPLIT PURSUANT TO MUNICIPAL CODE SECTION 401.12.

SIGNATURE BLOCKS

CERTIFICATE OF OWNERSHIP
WE THE UNDERSIGNED, OWNERS OF THE REAL ESTATE SHOWN AND DESCRIBED HEREIN, DO HEREBY CERTIFY THAT WE HAVE LAID OFF, PLATTED, AND SUBDIVIDED AND DO HEREBY LAY OFF, PLAT, SUBDIVIDE SAID REAL ESTATE IN ACCORDANCE WITH THIS PLAT AND DO HEREBY DEDICATE TO THE USE OF THE PUBLIC THE STREETS, ALLEYS, DRIVES, EASEMENTS, ETC. AS SHOWN ON SAID PLAT.

DATE OF EXECUTION: _____

SIGNED: _____

NAME AND ADDRESS: _____

PRINT NAME: _____

DATE OF EXECUTION: _____

SIGNED: _____

NAME AND ADDRESS: _____

PRINT NAME: _____

SOURCE OF TITLE: D.R. _____

PAGE _____

CERTIFICATE OF SURVEYING ACCURACY
I, CLAYTON MCKELVIN, HEREBY CERTIFY THAT THIS PLAT CORRECTLY REPRESENTS A BOUNDARY SURVEY MADE BY ME AND BOUNDARY MARKERS AND LOT CORNERS SHOWN HEREON ACTUALLY EXIST AND THEIR LOCATION, TYPE AND MATERIAL ARE CORRECTLY SHOWN AND ALL MINIMUM REQUIREMENTS OF THE ARKANSAS MINIMUM STANDARDS FOR LAND SURVEYORS HAVE BEEN MET.

DATE OF EXECUTION: _____

SIGNED: _____
REGISTERED SURVEYOR NO. 1926
STATE OF ARKANSAS

CERTIFICATE OF APPROVAL
PURSUANT TO THE BENTONVILLE LAND DEVELOPMENT CODE AND ALL OTHER CONDITIONS AND APPROVAL HAVING BEEN COMPLETED, THIS DOCUMENT IS HEREBY ACCEPTED. THIS CERTIFICATE IS HEREBY EXECUTED UNDER THE AUTHORITY OF THE SAID RULES AND REGULATIONS.

DATE OF EXECUTION: _____

SIGNED: _____
BENTONVILLE PLANNING COMMISSION CHAIRMAN

SIGNED: _____
MAYOR CITY OF BENTONVILLE

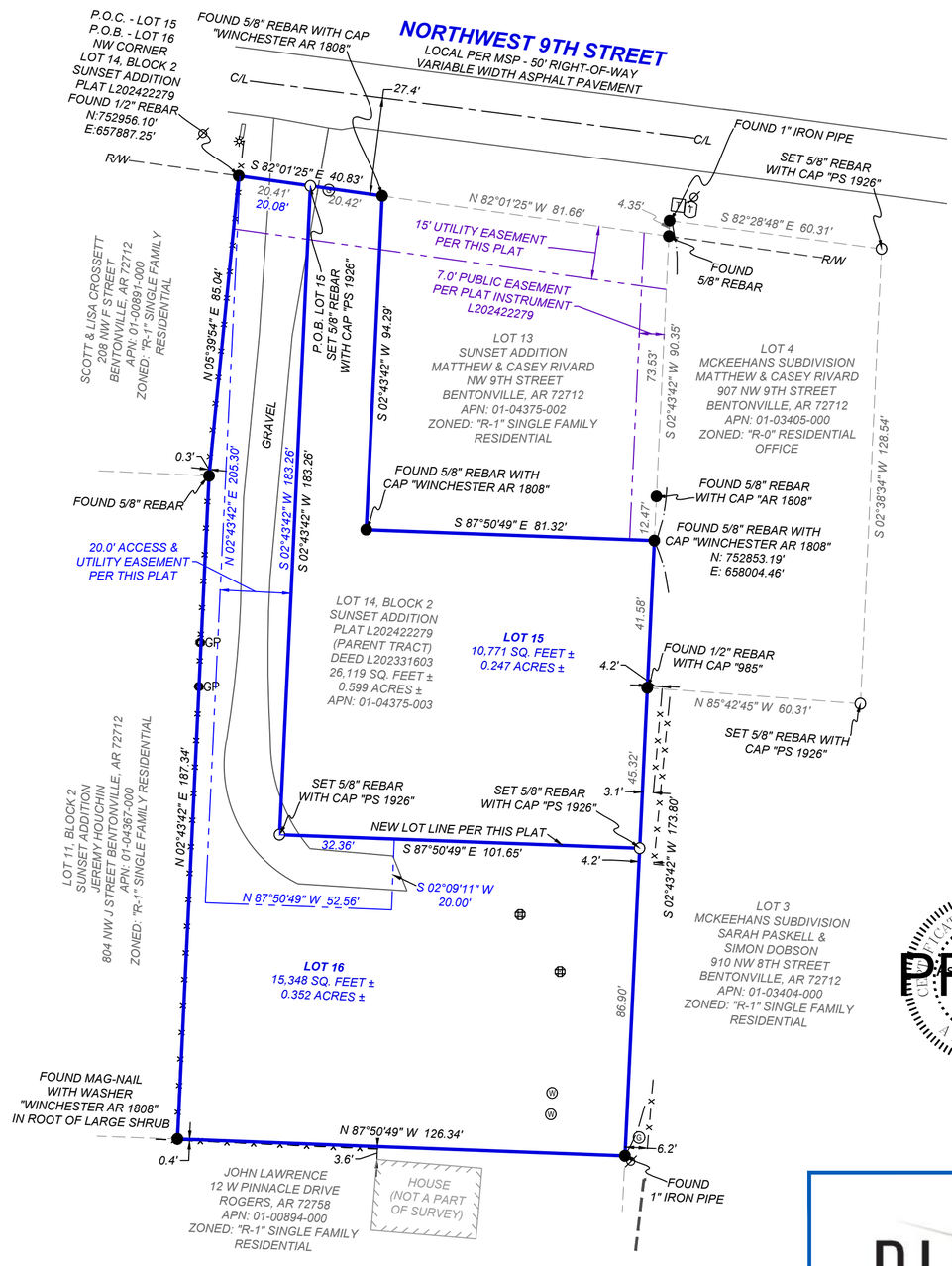
SIGNED: _____
CITY CLERK, CITY OF BENTONVILLE

LAND AREA

PARENT TRACT:
26,119 SQ. FEET ±
0.599 ACRES ±

LOT 15
10,771 SQ. FEET ±
0.247 ACRES ±

LOT 16
15,348 SQ. FEET ±
0.352 ACRES ±



LEGEND & SYMBOLS

- FOUND MONUMENT (AS NOTED)
- SET MONUMENT (AS NOTED)
- POWER POLE
- LIGHT POLE
- GAS METER
- TANK LID
- TELEVISION CABINET
- TELEPHONE PEDESTAL
- WATER METER
- GP GATE POST
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- MSP MASTER STREET PLAN
- (M) MEASURED/CALCULATED DIMENSION
- (R) RECORD DIMENSION
- BOUNDARY LINE
- EASEMENT LINE
- RIGHT-OF-WAY LINE (R/W)
- CENTERLINE (C/L)
- FENCE LINE

I,CLAYTON M. MCKELVIN, PROFESSIONAL SURVEYOR NO. 1926, IN THE STATE OF ARKANSAS, HEREBY CERTIFY THIS TO BE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF ON THIS THE 14TH DAY OF MAY, 2025.

BLEW & ASSOCIATES, P.A. CERTIFICATE OF AUTHORIZATION No. 1534 ARKANSAS

REGISTERED PROFESSIONAL SURVEYOR STATE OF ARKANSAS No. 1926 SIGNATURE CLAYTON M. MCKELVIN

PRELIMINARY

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.

FLOOD ZONE INFORMATION

BY GRAPHIC PLOTTING ONLY, NO PORTION OF THIS PROPERTY IS IN ZONE "A" OR "AE" OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 05007C0090J, WHICH BEARS AN EFFECTIVE DATE OF 09/28/2007 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA.

UTILITY INFORMATION

THE LOCATION OF UTILITIES SHOWN HEREON ARE FROM OBSERVED EVIDENCE OF ABOVE GROUND APPURTENANCES ONLY. THE SURVEYOR WAS NOT PROVIDED WITH UNDERGROUND PLANS OR SURFACE GROUND MARKINGS TO DETERMINE THE LOCATION OF ANY SUBTERRANEAN USES.

ZONING INFORMATION

CURRENT ZONING DISTRICT IS "R-1", LOW DENSITY SINGLE FAMILY RESIDENTIAL

SETBACKS SHALL BE PER THE CURRENT ZONING DISTRICT AS STATED IN THE MOST RECENT CITY OF BENTONVILLE ZONING CODE. FOR MORE INFO VISIT WWW.BENTONVILLEPLANNING.COM OR CALL THE PLANNING DEPARTMENT @ 479-271-3122.

OWNER/DEVELOPER

MATHEW & CASEY RIVARD
msrivard@Yahoo.com
801 NW J STREET, BENTONVILLE, AR 72712
APN: 01-04367-000

SHEET 1 OF 1

BLEW & ASSOCIATES, P.A.
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SURVEYOR JOB NUMBER: 25-1950	**SURVEY DRAWN BY:** BDM - 03/28/2025
SURVEY REVIEWED BY: TPN	**SCALE:** 1" = 30'
FOR THE USE AND BENEFIT OF: MATHEW RIVARD	**CITY OF BENTONVILLE PROJECT NO.:** LS25-0014

ORDINANCE NO._____

AN ORDINANCE ACCEPTING A LOT SPLIT OF LOTS 14, BLOCK 2 OF SUNSET ADDITION CREATING NEW LOTS 15 AND 16, BLOCK 2 OF SUNSET ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS; AND FOR OTHER PURPOSES. (PROJECT NUMBER: LS25-0014)

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the lot split of LOTS 14, BLOCK 2 OF SUNSET ADDITION creating new LOTS 15 AND 16, BLOCK 2 OF SUNSET ADDITION, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on June 3, 2025;

WHEREAS, said lot split is attached hereto as Exhibit "A";

WHEREAS, the Bentonville Planning Commission considered said lot split on the date stated, and at other times, and voted to recommend the approval of said lot split to the City Council; and

WHEREAS, the lot split of real property as described herein has been submitted to the City Council of the City of Bentonville and, after consideration and deliberation, said Council is of the opinion that said lot split should be approved.

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

Section 1: That the lot split of LOTS 14, BLOCK 2 OF SUNSET ADDITION creating new LOTS 15 AND 16, BLOCK 2 OF SUNSET ADDITION to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes;

Section 2: That the Mayor and City Clerk be and are hereby authorized and directed to evidence the acceptance of said lot split by certifying said acceptance on the approved lot split;

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

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

PASSED AND APPROVED this_____ day of _____, 2025.

APPROVED:

_____

Stephanie Orman, Mayor

ATTEST:

_____

Malorie Marrs, City Clerk