



**Committee of the Whole
and
City Council
Meeting Agenda
October 13, 2025
October 14, 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 City Council meetings, which are held on the second and fourth Tuesdays of the month.
- There is no public comment period at Committee of the Whole meetings.
- Public comments can be made virtually by registering for the City 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 October 13, 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 October 14, 2025: [Registration Link](#).

Council Questions/Discussion Concerning the Business Meeting

Call to Order

Pledge of Allegiance

Moment of Silence

Roll Call

Approval & Re-approval of Minutes: September 23, 2025 & August 26, 2025

I. Committee of the Whole - Monday Night Only Items

1. City Thread Polling Data Presentation

Informational

- 2. **Drainage Discussion** **Informational**
- 3. **Ozark Regional Transit (ORT) Discussion** **Informational**
- 4. **Consent Agenda Discussion** **Informational**

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

- 1. **Resolution to Recognize Sergeant Josh Carlson on his Retirement from the City** **Resolution ***
 Request that the City Council adopt a formal resolution to recognize, commend, and congratulate Sergeant Josh Carlson on his retirement from the City of Bentonville Police Department, effective October 1, 2025. See attached resolution.
- 2. **Proclamation to Declare October 5 - 11, 2025 as Fire Prevention Week** **Proclamation**
 A proclamation declaring October 5 - 11, 2025 as Fire Prevention Week "Charge into Fire Safety™: Lithium-Ion Batteries in Your Home," in Bentonville, Arkansas.
- 3. **Proclamation to Declare October as Blindness Awareness Month & October 15th as White Cane Safety Day** **Proclamation**
 Proclamation to declare October, 2025 as Blindness Awareness Month and October 15, 2025 as White Cane Safety Day in Bentonville, Arkansas.
- 4. **Resolution to Approve Substantial Amendment of the 2024 Annual Action Plan - CDBG Program** **Resolution ***
 Approval of the substantial amendment to the 2024 Annual Action Plan (AAP) for the CDBG Program. A budget adjustment is needed and is contingent upon HUD approval of 2024 Annual Action Plan changes.
- 5. **Ordinance Approving a Waiver of Bid to have Service Electric Company Work at "A" Substation** **Ordinance***
 Ordinance authorizing the Mayor and City Clerk to enter into an agreement with Service Electric Company to provide emergency services to the existing A Substation transformer to correct potential catastrophic failures discovered during routine testing. Service Electric Company began work Tuesday, October 7th. No budget adjustment is needed.
- 6. **Resolution Allowing the Mayor to Sign FERC Settlement Agreement with AEP** **Resolution ***
 AEP and the City of Bentonville (along with 2 other Cities in Arkansas and 2 Co-Ops in Texas) will enter into a settlement agreement at FERC concerning AEP shutting down multiple coal plants early. This settlement will result in an approximately \$900,000.00 savings over the remaining life of the agreement with the City of Bentonville. No budget adjustment is needed.
- 7. **Resolution Awarding Bid IFB-25-63 to Emery Sapp & Sons, Inc. for Asphalt Materials - Quarter 4** **Resolution ***
 Resolution to award bid IFB-25-63 to Emery Sapp & Sons, Inc. per the unit prices attached for the purchase of asphalt materials as required for street surface repairs and street

resurfacing. The purchase of Asphalt Materials will be for use by the Street Department on an as needed basis through the end of 2025. No budget adjustment is needed.

8. **Resolution to Enter into an Agreement with Moser Corporation for Furniture** **Resolution ***
Resolution authorizing the Mayor and City Clerk to enter into an agreement with Moser Corporation, in the amount of \$368,345.97 for the purchase of furniture for the Adult Recreation Center, by participation in TIPS Cooperative Contract# 240301. No budget adjustment is needed.
9. **Resolution Accepting the Bright Road Design Grant from Walton Family Foundation** **Resolution ***
Resolution authorizing the Mayor and City Clerk to accept a grant in the amount of \$447,140.00 for the design of Bright Road and Trail. A budget adjustment is needed.
10. **Resolution Approving an Agreement with Crafton, Tull & Associates, Inc. for the Bright Road Design** **Resolution ***
Resolution authorizing the Mayor and City Clerk to enter into an agreement with Crafton, Tull & Associates, Inc., in an amount not to exceed \$447,140.00, for the design of SW Bright Road and Trail. No budget adjustment is needed.
11. **Resolution Accepting a Tree Grant from Fidelity Charitable** **Resolution ***
A Resolution accepting a grant from Fidelity Charitable, via Kelly and Steuart Walton, in the amount of \$477,030.27. A budget adjustment is needed.
12. **Resolution Awarding Bid IFB-25-64 to Fresh-N-Green, Inc. for 2025 Tree Planting** **Resolution ***
Resolution to award bid IFB-25-64 to Fresh-N-Green, Inc. per the unit prices attached, for 2025 tree planting. No budget adjustment is needed.
13. **Recommend Appointment of Chad Evans to the Off-Street Parking District #3 Commission** **Appointment**
Mayor Stephanie Orman is recommending the appointment of Chad Evans to Bentonville's Off-Street Parking District #3 Commission. Christopher Seay resigned from this position on the commission and will be replaced by Mr. Evans.

III. **Utility Board - October 7, 2025 Meeting Canceled**

IV. **Planning**

1. **Property Line Adjustment - Lots 1 & 2, Block 6 of Lincoln and Rice Addition - 501 Northeast F Street (PLA25-0021)** **Ordinance***

The Planning Commission voted 6-0, recommending approval.

An Ordinance Accepting A Property Line Adjustment Of Tracts A And D, Block 6 Of Lincoln And Rice Addition Creating New Lots 1 And 2, Block 6 Of Lincoln And Rice Addition To The City Of Bentonville, Arkansas; And For Other Purposes.
2. **Lot Split - Lots 1 and 2 of Whispering Pines Subdivision - 1711 Southwest 2nd Street (LS25-0030)** **Ordinance***

The Planning Commission voted 6-0, recommending approval.

An Ordinance Accepting A Lot Split Of Parcel 01-00924-000 Creating New Lots 1 And 2 Of Whispering Pines Subdivision To The City Of Bentonville, Arkansas; And For Other Purposes.

3. **Lot Split - Lots 69, 70, 71 of Skyview Acres - 1001 Convair Street (LS25-0018)** **Ordinance***

The Planning Commission voted 6-0, recommending approval.

An Ordinance Accepting A Lot Split Of Lot 14 And The North 3 Feet Of Lot 15 Of Skyview Acres Creating New Lots 69, 70, And 71 Of Skyview Acres To The City Of Bentonville, Arkansas; And For Other Purposes.

4. **Property Line Adjustment - Lot 1 of Driftwood Estates - 309 Northeast 2nd Street (PLA23-0017)** **Ordinance***

The Planning Commission voted 6-0, recommending approval.

An Ordinance Accepting A Property Line Adjustment Of Parcel 01-00952-000, Part Of Lot 4 Of Original Town Of Bentonville Subdivision, And Parcel 01-00403-000 Creating New Lot 1 Of Driftwood Estates To The City Of Bentonville, Arkansas; And For Other

V. Other Business/Announcements/Comments

Adjournment

Public Comments Concerning Matters of City Related Business



City Thread

Bentonville, AR

Mobility Audience Research

October 13, 2025



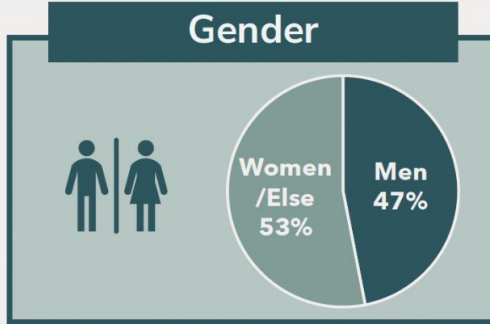
METHODOLOGY

- **Survey of registered Benton County voters**
 - Survey conducted July 29 - Aug 3, 2025
 - 301 countywide interviews; overall margin of error ± 5.64 percentage points
 - An oversample of 200 interviews were conducted in Bentonville; margin of error is ± 6.91 percentage points
 - Multi-modal telephone and email and text to web methodology
 - Telephone interviews were conducted in English by trained, professional interviewers; landlines and mobile phones included
 - Text and email invitations were sent with link to web survey
 - **Where applicable, results were compared to previous survey conducted June 2023 and June 2024 using the same methodology**

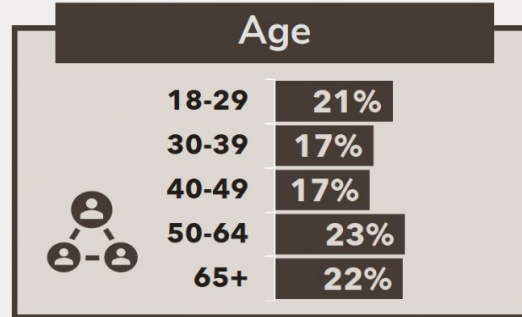


RESPONDENT PROFILE

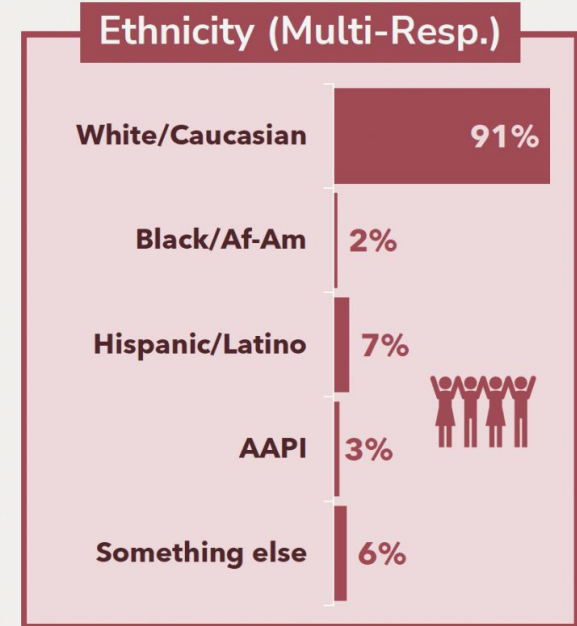
Gender



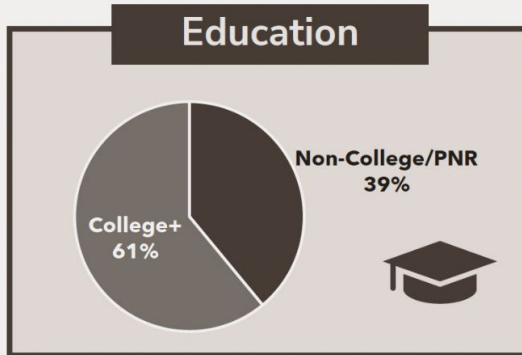
Age



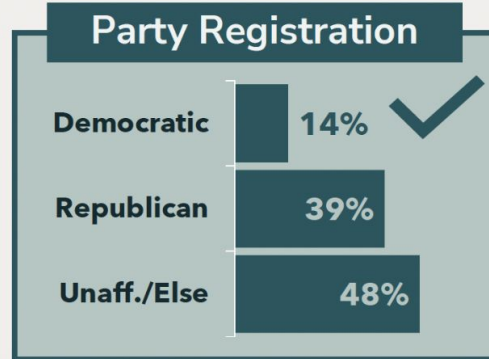
Ethnicity (Multi-Resp.)



Education



Party Registration

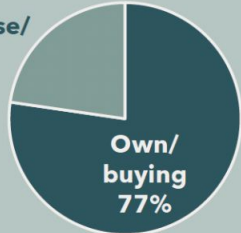




RESPONDENT PROFILE

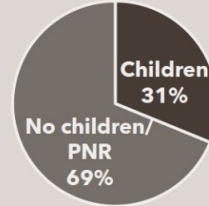
Homeownership

Rent/lease/
PNR
23%



Own/
buying
77%

Children in Home



Children
31%

No children/
PNR
69%

Household Income

Less than \$25,000 4%

\$25,000 to less than
\$50,000 8%

\$50,000 to less than
\$75,000 9%

\$75,000 to less than
\$100,000 13%

\$100,000 to less than
\$150,000 18%

\$150,000 to less than
\$200,000 13%

\$200,000 and over 22%



PNR 15%

Length of Residency

Less than 2 years 5%

2-5 years 19%

6-10 years 15%

11-19 years 20%

20 years or more 41%



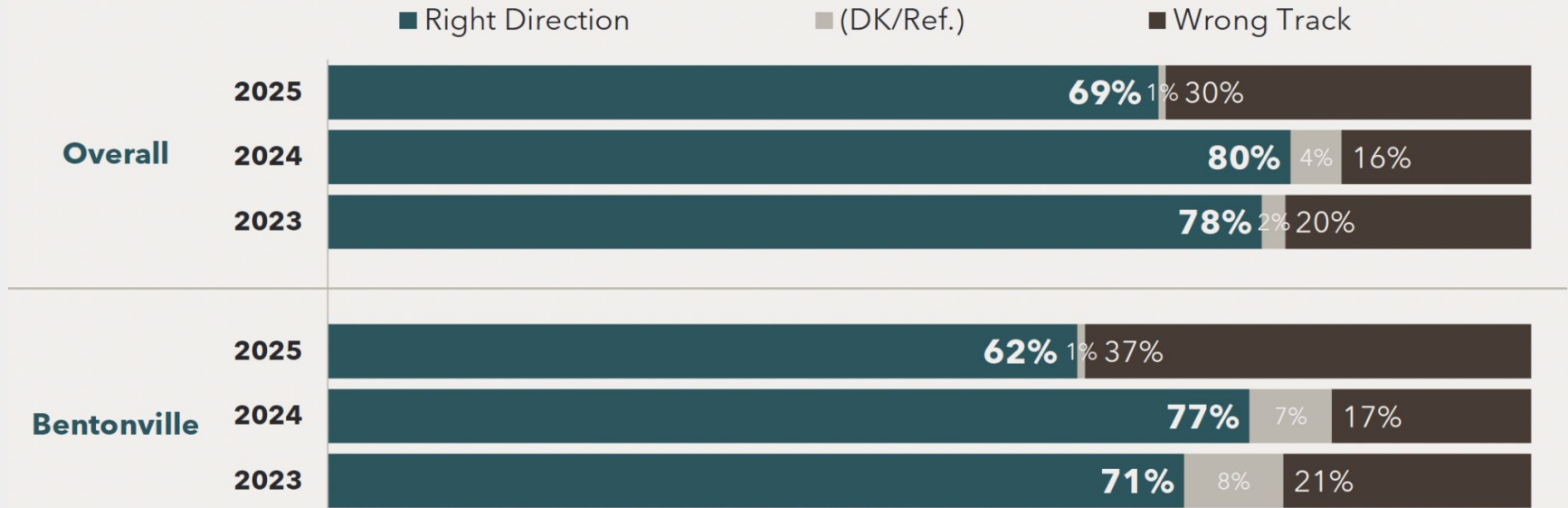


Support for building active transportation infrastructure remains high.

- Ninety-five percent (95%) of Bentonville voters believe that **every neighborhood needs access to safe streets and sidewalks.**
- **A majority support the *Connecting Bentonville Plan*.** Eighty-three percent (83%) of Bentonville voters support the plan's implementation.
- Seventy-four percent (74%) of Bentonville voters **support traffic calming measures changes to their street.**



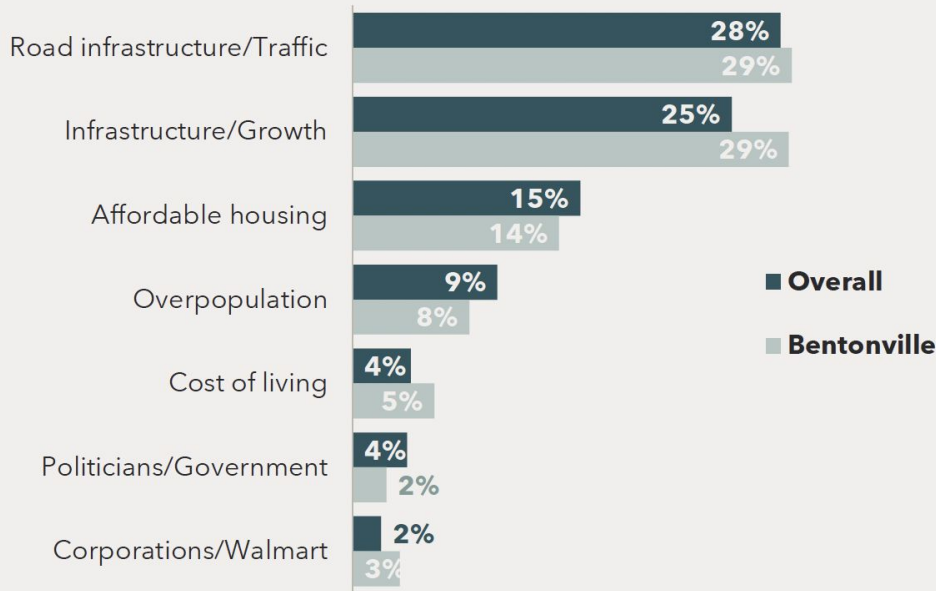
Although attitudes are slightly more pessimistic than previous years, a majority believe Bentonville is heading in the right direction.



Do you feel that things in Benton County are generally going in the right direction or do you feel things have gotten off on the wrong track?



Voters are concerned about traffic and the impacts of a quickly increasing population.



2024 Overall Top Concerns*

1. *Affordable housing (36%)*
2. *Traffic congestion (31%)*
3. *Urban development (6%)*

2023 Overall Top Concerns*

1. *Affordable housing (34%)*
2. *Traffic congestion (27%)*
3. *Urban development (9%)*

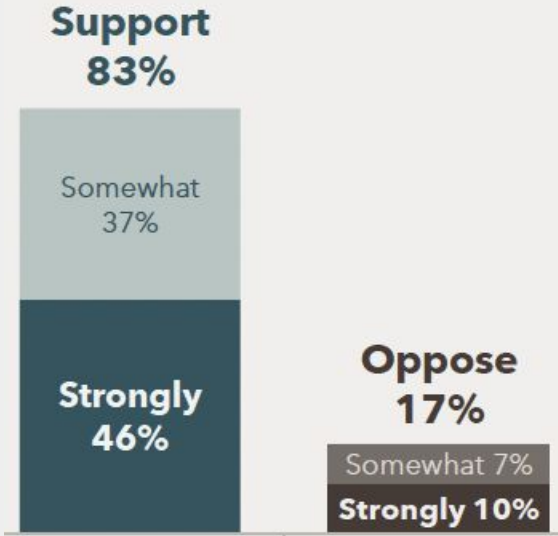
What do you think is the most important problem facing Benton County today?



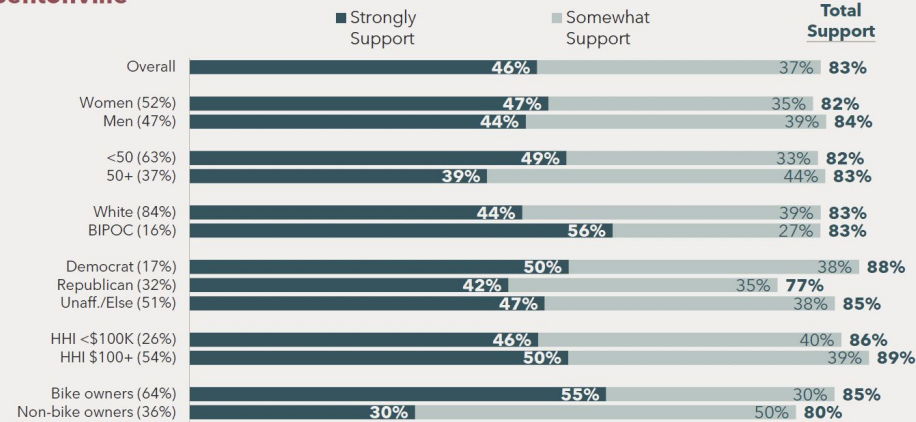
A majority support the *Connecting Bentonville* plan. Support is ubiquitous among ALL demographics.

In 2022, the City of Bentonville started building 30 miles of trails to connect neighborhoods with parks, schools, workplaces, and restaurants. So far, 12 miles of these trails are finished, and 9 more miles will be done this year.

These new trails make it safer and easier for everyone to get around. Whether you're biking, driving, or walking, the city's careful planning means you won't have to deal with unsafe or confusing routes.



Bentonville



Do you support or oppose Bentonville's plan?

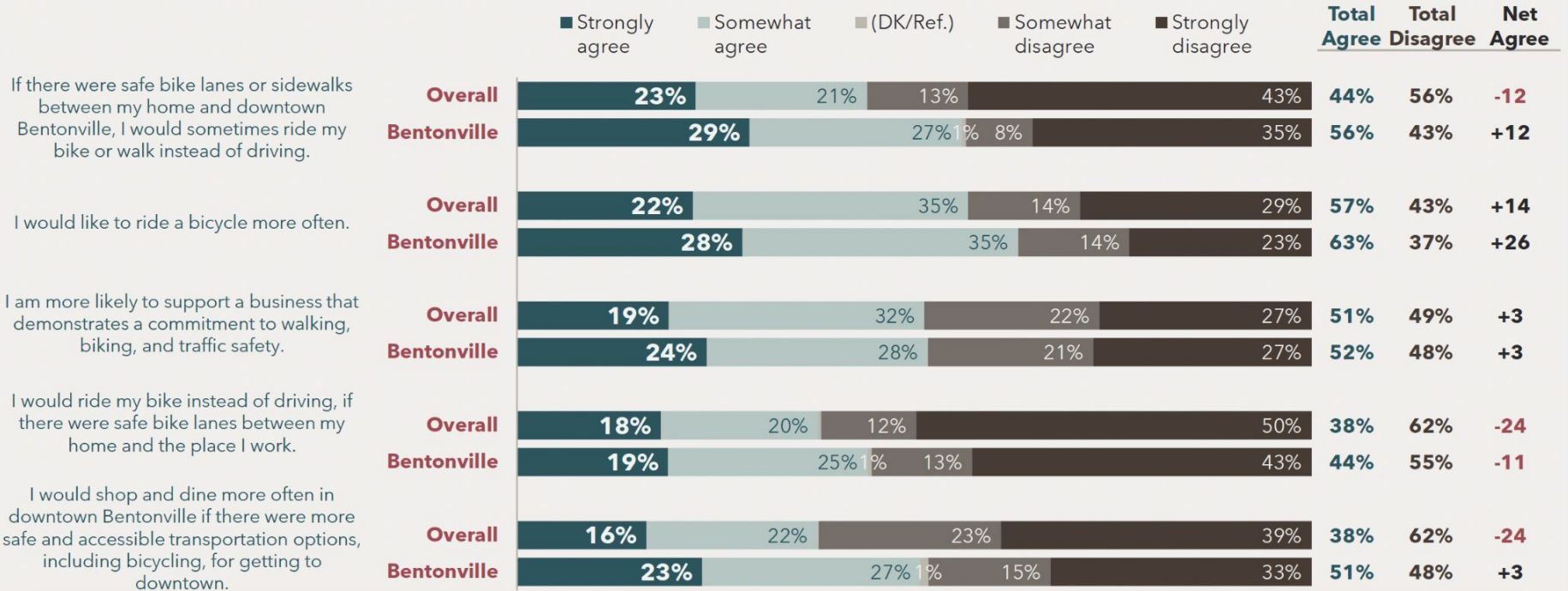


Bentonville voters want more transportation options.

- Sixty-three percent (63%) of Bentonville voters would like to ride a bicycle more often.
- Fifty-six percent (56%) of Bentonville voters say if there were safe bike lanes or sidewalks between their home and downtown, **they would sometimes ride a bike or walk instead of driving.**
- Twenty-four percent (24%) of **drivers would like to bike, walk, and take transit more than they currently do.**



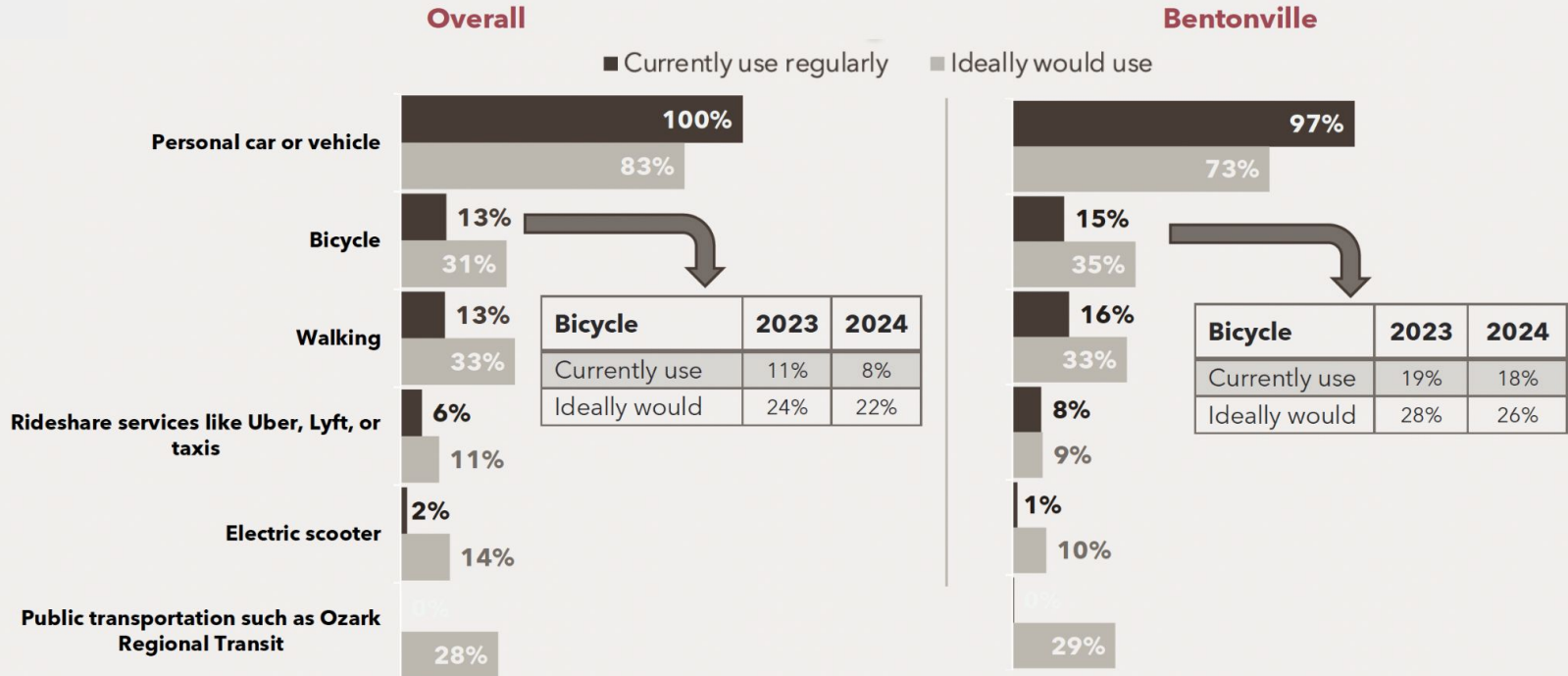
Attitudes towards bike infrastructure are largely positive, and most agree that they'd ride bikes more often if the infrastructure was improved.



Please indicate whether you agree or disagree with each of the following statements.



Voters would like to bike, walk, and take transit more than they currently do. Interest in biking in Bentonville has increased.



What do you think is the most important problem facing Benton County today?

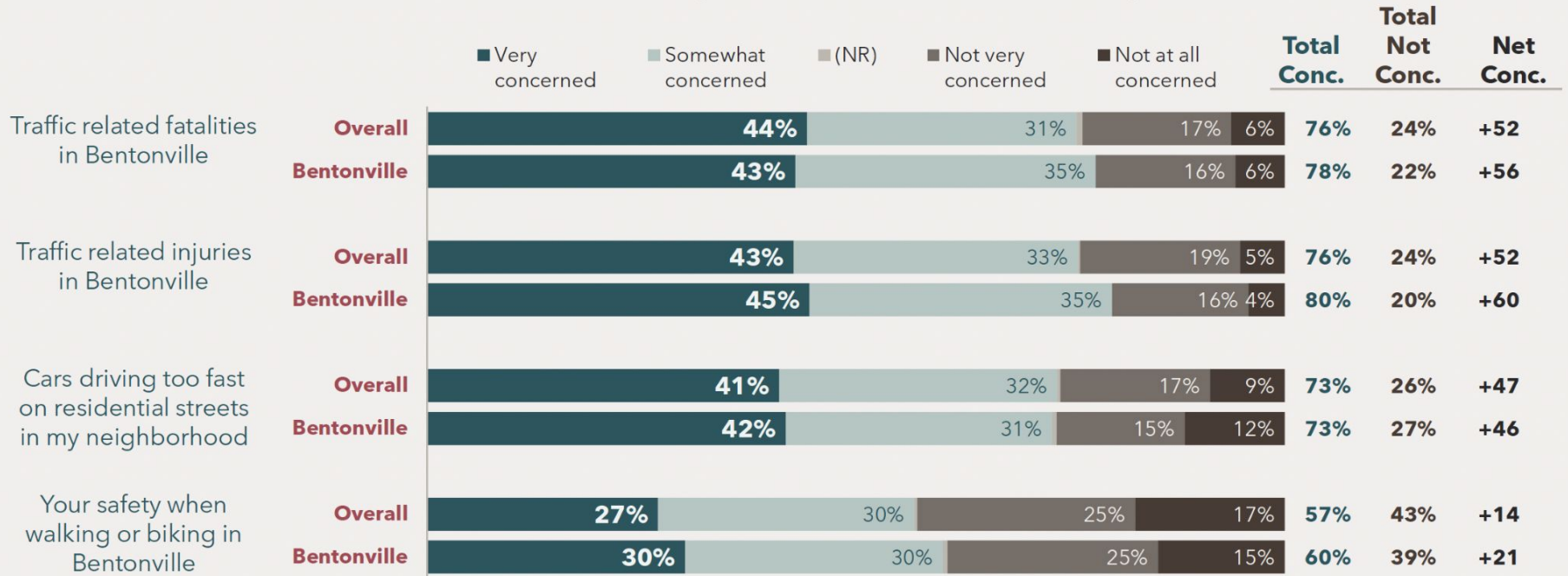


Bentonville voters are concerned about traffic safety.

- Eighty percent (80%) of **Bentonville voters are concerned about traffic related injuries.**
- Seventy-three percent (73%) of Bentonville voters say that **cars are driving too fast on residential streets in their neighborhood.**
- Twenty-seven percent (27%) of Benton County voters **have been or know someone injured in a traffic crash in Bentonville.**



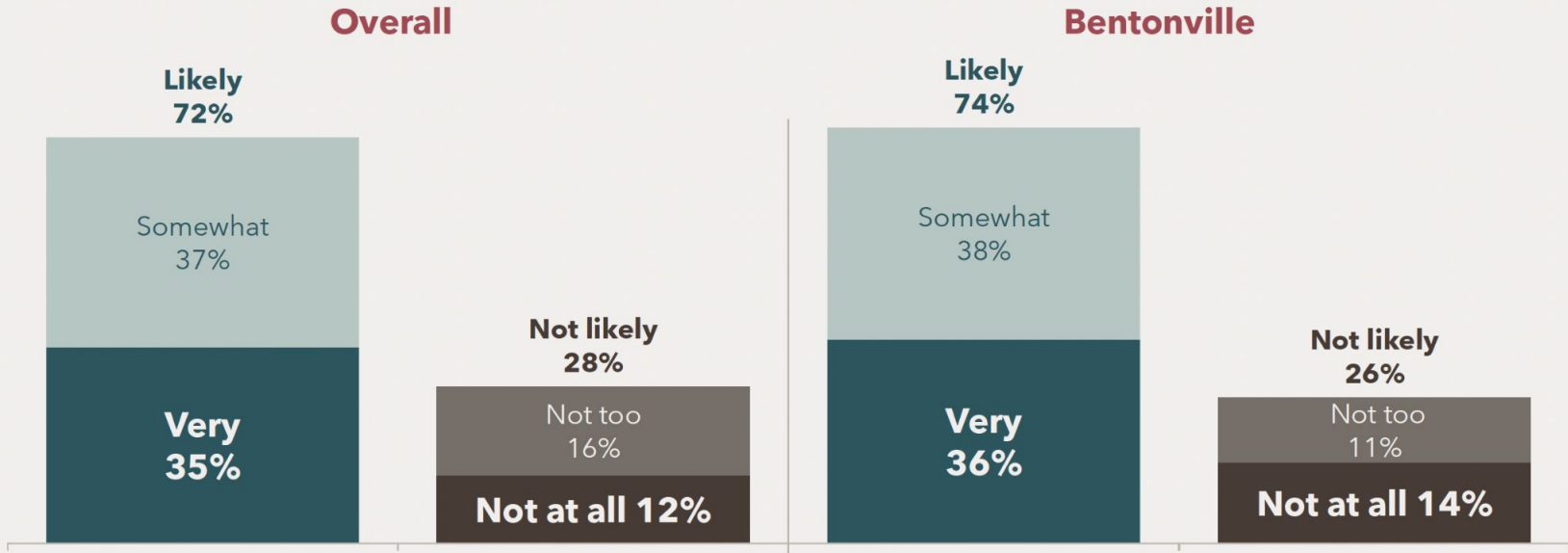
General concern for traffic-related injuries is high, and a majority of voters are concerned about their own safety when walking/biking in Bentonville.



How concerned are you about each of the following?



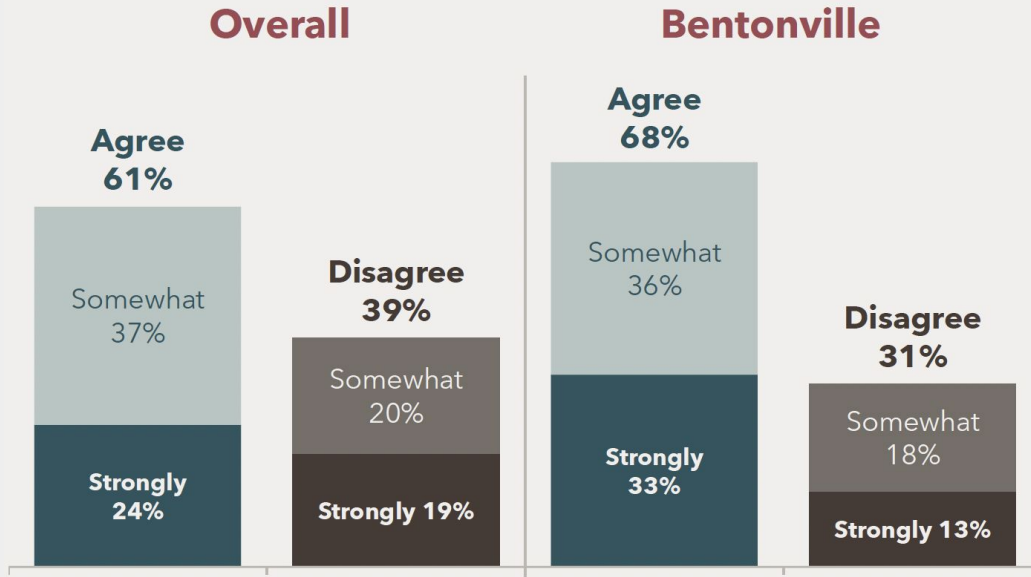
Three-quarters of voters would support traffic calming changes to their street.



If your local government proposed traffic calming changes to your street, how likely would you be to support the project?



Most voters agree that their neighborhoods would be safer with traffic calming measures.



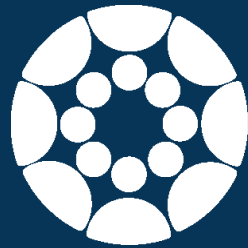
	Agree	Disagree	Net Agree
Overall	61%	39%	+22
Men: 18-49 (28%)	49%	51%	-1
Men: 50+ (19%)	64%	35%	+29
Women/Else: 18-49 (26%)	70%	29%	+41
Women/Else: 50+ (26%)	60%	40%	+21
White (84%)	60%	39%	+21
BIPOC (16%)	65%	35%	+30
Democrat (14%)	77%	21%	+56
Republican (39%)	53%	47%	+6
Unaff./Refused (48%)	63%	37%	+26
HHI <\$100k (33%)	60%	39%	+21
HHI \$100k+ (52%)	60%	40%	+19
Residency <10 years (39%)	64%	35%	+29
Residency 11-19 years (20%)	63%	37%	+25
Residency 20+ years (41%)	57%	43%	+14
Bike owner (58%)	63%	36%	+27
Non-bike owner (42%)	58%	42%	+16

Please indicate whether you agree or disagree with each of the following statements... Installing traffic calming measures would make my neighborhood safer.



KEY TAKEAWAYS

- **Support for the *Connecting Bentonville* plan remains high.**
Voters are increasingly aware of the *Connecting Bentonville* plan. This awareness is matched by enthusiastic support for infrastructure that makes biking and walking safe.
- **Bentonville voters want more transportation options.**
Many continue to drive only, but interest in other modes of transportation has increased. Voters indicate they want to be using their bikes more regularly.
- **Safety is a top concern.**
Voters are worried about safety and support safer streets; a majority support traffic calming measures.



City Thread



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:		Submitted By:	
Phone:		For Department(s):	
Email:			

Item Type (Check all that apply)

<input type="checkbox"/> Informational	<input type="checkbox"/> Bid Award	<input type="checkbox"/> Enter into an Agreement	<input type="checkbox"/> Change Order
<input type="checkbox"/> Recognizing Funds	<input type="checkbox"/> Budget Adjustment	<input type="checkbox"/> Waiver of Bid	<input type="checkbox"/> Emergency Clause
Ordinance	Resolution	Informational	

Title, Recommendation & Justification

Title:	
Action Recommendation & Justification:	
Additional Comments for Consideration (Optional):	

Amount for Approval:	\$	
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Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

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

Fund(s) Impacted

(check all that apply)

General Fund **Utility Fund** **Street Fund** **Other(s):** _____

Budget Impact Notes for Consideration (Optional):



City of Bentonville State of Arkansas

RESOLUTION

SERGEANT

Josh Carlson

WAS BORN IN GRAND RAPIDS, MINNESOTA IN 1976, AND AFTER MOVING WITH HIS FAMILY TO ROGERS, ARKANSAS IN 1979, GRADUATED FROM ROGERS HIGH SCHOOL IN 1994; AND

WHEREAS, SERGEANT CARLSON PURSUED HIGHER EDUCATION AT NORTHWEST ARKANSAS COMMUNITY COLLEGE, GRADUATING IN 1998 WITH A DEGREE IN CRIMINAL JUSTICE, LAYING THE FOUNDATION FOR A DISTINGUISHED LAW ENFORCEMENT CAREER; AND

WHEREAS, SERGEANT CARLSON BEGAN HIS SERVICE IN JULY 2001 WITH THE SPRINGDALE POLICE DEPARTMENT, WHERE HE QUICKLY DISTINGUISHED HIMSELF BY RECEIVING THE LIFE SAVING AWARD IN 2002 FOR RESCUING FOUR INDIVIDUALS FROM A STRUCTURE FIRE, FOLLOWED IN 2003 BY THE RAVENS DWI AWARD AND THE OFFICER OF THE YEAR AWARD; AND

WHEREAS, DURING HIS TENURE WITH SPRINGDALE PD, HE JOINED THE BOMB SQUAD IN 2004, BECAME A CERTIFIED FIELD TRAINING OFFICER, AND IN 2007 GRADUATED FROM THE FBI HAZARDOUS DEVICES SCHOOL AT REDSTONE ARSENAL IN HUNTSVILLE, ALABAMA; AND

WHEREAS, IN 2007 SERGEANT CARLSON JOINED THE BENTONVILLE POLICE DEPARTMENT, WHERE HE IMMEDIATELY BEGAN TRAINING NEW OFFICERS AND, IN 2008, WAS NAMED BENTONVILLE POLICE DEPARTMENT OFFICER OF THE YEAR; AND

WHEREAS, SERGEANT CARLSON WAS PROMOTED IN 2009, AND IN 2010 REJOINED THE BOMB SQUAD WHEN ITS OPERATIONS TRANSFERRED TO BENTONVILLE, WHERE HE WOULD SERVE WITH DISTINCTION; AND

WHEREAS, IN 2013 SERGEANT CARLSON REQUESTED A VOLUNTARY REASSIGNMENT TO SERVE AS A SCHOOL RESOURCE OFFICER, WHERE HE SPENT EIGHT IMPACTFUL YEARS AT FULBRIGHT JUNIOR HIGH, LATER BECOMING ONE OF THE FIRST MEMBERS OF THE BENTONVILLE HONOR GUARD IN 2016 AND EARNING RECOGNITION AS THE NORTHWEST ARKANSAS SCHOOL RESOURCE OFFICER OF THE YEAR IN 2020; AND

WHEREAS, SERGEANT CARLSON CONTINUED TO ADVANCE HIS EDUCATION, EARNING A BACHELOR'S DEGREE IN INTERDISCIPLINARY STUDIES WITH AN EMPHASIS ON CRIMINAL JUSTICE, SOCIAL WORK, AND CHILD ADVOCACY IN 2021; AND

WHEREAS, FOLLOWING ASSIGNMENTS AT LINCOLN JUNIOR HIGH AND THE CRIMINAL INVESTIGATIONS DIVISION, SERGEANT CARLSON WAS PROMOTED IN 2023 TO OPERATIONS SERGEANT, SUPERVISING SCHOOL RESOURCE OFFICERS, K-9 TEAMS, THE WARRANTS OFFICER, AND THE COURT BAILIFF, WHILE ALSO BEING APPOINTED BOMB SQUAD COMMANDER THAT SAME YEAR; AND

WHEREAS, IN 2024 SERGEANT CARLSON WAS TRANSFERRED TO SERGEANT OF THE CRIMINAL INVESTIGATIONS DIVISION, WHERE HE CONTINUED TO LEAD WITH DEDICATION AND PROFESSIONALISM; AND

WHEREAS, AFTER MORE THAN TWO DECADES OF DISTINGUISHED LAW ENFORCEMENT SERVICE, SERGEANT CARLSON ANNOUNCED HIS RETIREMENT EFFECTIVE OCTOBER 1, 2025;

NOW THEREFORE, BE IT RESOLVED THAT BY THE ADOPTION OF THIS RESOLUTION, THE CITY COUNCIL OF BENTONVILLE HEREBY COMMENDS AND CONGRATULATES SERGEANT JOSH CARLSON FOR HIS TWENTY-FOUR YEARS OF DEDICATED LAW ENFORCEMENT SERVICE, TO INCLUDE HIS 18 YEARS OF SERVICE TO THE BENTONVILLE POLICE DEPARTMENT AND THE CITIZENS OF BENTONVILLE, AND WISHES HIM HEALTH, HAPPINESS, AND CONTINUED SUCCESS IN ALL HIS FUTURE ENDEAVORS.

GIVEN THIS 14th day of October, 2025, in Bentonville, in the Great State of Arkansas, in the United States of America.

[Redacted Signature]

Stephanie Orman, Mayor

[Redacted Signature]

Malorie Marrs, City Clerk





City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:		Submitted By:	
Phone:		For Department(s):	
Email:			

Item Type (Check all that apply)

<input type="checkbox"/> Informational	<input type="checkbox"/> Bid Award	<input type="checkbox"/> Enter into an Agreement	<input type="checkbox"/> Change Order
<input type="checkbox"/> Recognizing Funds	<input type="checkbox"/> Budget Adjustment	<input type="checkbox"/> Waiver of Bid	<input type="checkbox"/> Emergency Clause
Ordinance	Resolution	Informational	

Title, Recommendation & Justification

Title:	
Action Recommendation & Justification:	
Additional Comments for Consideration (Optional):	

Amount for Approval:	\$
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Budget Impact

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		\$	\$
		Expense	Revenue
		\$	\$
		Expense	Revenue
		\$	\$
		Expense	Revenue

Fund(s) Impacted

(check all that apply)

General Fund **Utility Fund** **Street Fund** **Other(s):** _____

Budget Impact Notes for Consideration (Optional):

PROCLAMATION

WHEREAS: The City of Bentonville, Arkansas is committed to ensuring the safety and security of all those living and visiting Bentonville. Fire is a serious public safety concern both locally and nationally, and homes are where people are at greatest risk from fire; and

WHEREAS: U. S. fire departments responded to 351,000 residential building fires in 2023 according to the United States Fire Administration (USFA). There were 3,000 civilian fire deaths in the home, 9,330 civilian injuries, and billions of dollars in direct property damage in 2023. On average, a fire department in the U.S. responds to a fire every 23 seconds. Fires nationally were responsible for 3,920 civilian deaths, 75% of which were in the home, and

WHEREAS: When the smoke alarm sounds, Bentonville's residents may have less than two minutes to escape to safety and residents who have planned and practiced a home fire escape plan are more prepared and will therefore be more likely to survive a fire; and

WHEREAS: Bentonville's residents should practice the home fire escape drill at least twice a year, during the day and at night, and residents should teach children to escape on their own in case adults can't help them; and

WHEREAS: Bentonville's residents should practice using different ways out and in a real emergency should get low and go under the smoke to get out quickly; and

WHEREAS: Bentonville's residents should get out and stay out, never going back inside the home for people, pets, or things; and


WHEREAS: Bentonville's residents should make sure everyone in the home knows how to call 9-1-1 from a cell phone or a neighbor's phone; and

WHEREAS: Bentonville's first responders are dedicated to reducing the occurrence of home fires and home fire injuries through prevention education; and

WHEREAS: The 2025 Fire Prevention Week theme, "Charge into Fire Safety: Lithium-Ion Batteries in Your Home" strives to educate everyone about buying, charging and recycling lithium-ion batteries safely.

NOW, THEREFORE, I Stephanie Orman, Mayor of the City of Bentonville do hereby proclaim the week of October 5-11, 2025 as "**Fire Prevention Week**" in the City of Bentonville, Arkansas. I urge all the people of Bentonville to make and practice a home fire escape plan.

Given this 14th day of October 2025, in Bentonville, in the great State of Arkansas, in the United States of America.


Stephanie Orman, Mayor
City of Bentonville





City of Bentonville, Arkansas Agenda Item Form

Item Details

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Phone:		For Department(s):	
Email:			

Item Type (Check all that apply)

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<input type="checkbox"/> Recognizing Funds	<input type="checkbox"/> Budget Adjustment	<input type="checkbox"/> Waiver of Bid	<input type="checkbox"/> Emergency Clause
<input type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Informational	

Title, Recommendation & Justification

Title:	
Action Recommendation & Justification:	
Additional Comments for Consideration (Optional):	

Amount for Approval:	\$
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		Expense	Revenue
		\$	\$
		Expense	Revenue
		\$	\$
		Expense	Revenue

Fund(s) Impacted

(check all that apply)

General Fund **Utility Fund** **Street Fund** **Other(s):** _____

Budget Impact Notes for Consideration (Optional):

PROCLAMATION

WHEREAS: Blindness and vision impairment affects many people all around the world. The World Health Organization estimates that at least 2.2 billion people have a near or distance vision impairment. In at least 1 billion of these, vision impairment could have been prevented or is yet to be addressed; and

WHEREAS: Blind and visually impaired people lead normal lives. They have families, work jobs, ride transit, volunteer, and communicate just like everyone else. However, this is a community that relies on special tools and resources that help them cope with limited or no vision; and

WHEREAS: Blindness Awareness Month is important as it gives the blind and visually impaired a voice and an opportunity for telling their own stories as well as increasing the visibility of the community. Hopefully, through Blindness Awareness Month, society as a whole can become more informed about blindness and help others overcome the stigma of their disabilities; and


WHEREAS: The observance of Blindness Awareness Month also brings awareness to the need for screenings to help identify vision issues. Early intervention can prevent loss of sight or slow the progression of a disease; and

WHEREAS: The white cane, which every blind citizen of Bentonville has the right to carry, demonstrates and symbolizes the ability to achieve a full and independent life and the capacity to work productively in competitive employment.

NOW, THEREFORE, I, Stephanie Orman, Mayor of the City of Bentonville, do hereby proclaim October 2025 as **Blindness Awareness Month** and October 15, 2025 **White Cane Safety Day**, in Bentonville Arkansas.

Given this 14th day of October 2025, in Bentonville, in the Great State of Arkansas, in the United States of America.




Stephanie Orman, Mayor
City of Bentonville



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:		Submitted By:	
Phone:		For Department(s):	
Email:			

Item Type (Check all that apply)

<input type="checkbox"/> Informational	<input type="checkbox"/> Bid Award	<input type="checkbox"/> Enter into an Agreement	<input type="checkbox"/> Change Order
<input type="checkbox"/> Recognizing Funds	<input type="checkbox"/> Budget Adjustment	<input type="checkbox"/> Waiver of Bid	<input type="checkbox"/> Emergency Clause
Ordinance	Resolution	Informational	

Title, Recommendation & Justification

Title:	
Action Recommendation & Justification:	
Additional Comments for Consideration (Optional):	

Amount for Approval:	\$	
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Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

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

Fund(s) Impacted

(check all that apply)

General Fund **Utility Fund** **Street Fund** **Other(s):** _____

Budget Impact Notes for Consideration (Optional):



**Community Development Block Grant
(CDBG) Program**

2024 Annual Action Plan Substantial Amendment

Prepared by:
City of Bentonville

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

Executive Summary

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

1. Introduction

This section presents the 2024 Annual Action Plan, the second year of the Consolidated Plan 2023-2027. The 2024 Program Year runs from July 1, 2024, through June 30, 2025. The Annual Action Plan provides a summary of actions, activities, and programs that will take place during the Program Year 2024 to address the priority needs and specific objectives identified in the Consolidated Plan PY 2023-27. For the 2024 program year, the City of Bentonville will receive \$310,326 in Community Development Block Grant (CDBG) federal funds. The CDBG funding will be used to support activities which benefit very low, low and moderate-income persons. The CDBG funds will be used in conjunction with program income, carryover funds and other funding sources to complete programs and projects to further the goals and objectives of the Consolidated Plan. The Annual Action Plan presents the City's strategy for use of the CDBG funding to meet the objectives outline in the Consolidated Plan for public facilities and improvements, public services, and administration. The information will be presented in narrative form and table form in the Annual Action Plan. Finally, it states the manner in which the City of Bentonville intends to address other areas covered in the Consolidated Plan including barriers to affordable housing, coordination of resources, and program monitoring.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

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

- Providing decent housing means helping homeless persons obtain appropriate housing and assisting those at risk of homelessness; preserving affordable housing stock; increasing availability of permanent housing that is affordable to low and moderate-income persons without discrimination.
- Providing a suitable living environment that entails improving safety and livability of neighborhoods; increasing access to quality facilities and services; and reducing isolation of income groups within an area through de-concentration of low-income housing opportunities.

These objectives are:

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

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

3. Evaluation of past performance

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

Past performance of the City of Bentonville's CDBG program indicates that the PY2024 Annual Action Plan must emphasize the timely expenditure of funds and continuing commitment to Bentonville's community partners. Due to the delay in initiating PY2023 and the CDBG program as a whole, projects begun in PY2023 remain ongoing and will continue until those funds are properly expended. For projects that have received new applications for PY2024, such as those with the Boys and Girls Club of Benton County and the Helen R Walton's Children Enrichment Center, projects and monitoring will begin with the new program year.

Learning from the City's program initiation the City will take steps to ensure that the changes to PY2024 included in the amendment will begin program spending quickly after the approval of the Annual Action Plan Substantial Amendment. Steps in place to ensure that it is successful are:

- Drafting Subrecipient Agreements during the AAP amendment approval period so they can be executed once the 2024 allocation is signed.
- Attaining a budget adjustment for the CDBG program once the 2024 amendment is approved so that activities can begin immediately.
- Engaging with community partners throughout the process and capitalizing on the relationships made during the community engagement period for the 2024 AAP.
- Continuing multi-year projects such as the sidewalk installation project begun in PY2023.

Most importantly in evaluating past performance of the CDBG program is recognizing that, as a new program, the steps taken by the City in initiating the CDBG program as a whole will continue to benefit and inform the City’s approach to the subsequent program years, including PY2024.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

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

The City uses many individuals and agencies in the development the Annual Action Plan. Opportunities for resident input begins at the earliest stages of crafting the Annual Action Plan. The City hosts a public hearing to collect information on community priorities and to update the public on the status of the CDBG program and the goals in the Consolidated Plan. All input received allows the City to analyze and measure to determine housing, facility, and service needs with an emphasis on low and moderate income residents, the elderly, disabled, and homeless. Current resources in the City are considered in determining how to meet these needs as well as gaps that might not be met by other resources. A public hearing is held where the public is invited to offer comments and identify housing and community needs. The City encourages the residents of Bentonville to provide input into the Consolidated and Annual Action Plans by attending the public hearings or sending in their comments electronically.

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

The first public hearing to gather input on community priorities for the 2024 Annual Action Plan was held on February 28, 2024 and was advertised in the local paper on February 11. The City reached out to

its current subrecipient partners asking them to publicize the meeting to their program members and participants.

5. Summary of public comments

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

No comments were received during the initial commentary period of February 11, 2024 through February 28, 2024 or at the first public hearing. In light of that, the creation of the Annual Action Plan for 2024 relied on comments submitted for the creation of the Consolidated Plan, which emphasized the need for infrastructure, public facilities and affordable housing.

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

No comments were excluded.

7. Summary

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

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

In this Annual Action Plan, the City of Bentonville lays out its priorities for the 2024 Program Year. These priorities have remained consistent with the needs identified in the 2023-27 Consolidated Plan and the Consolidated Plan substantial amendment. The priorities are:

- Public Facilities and Improvements
- Public Services

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

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

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

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

Agency Role	Name	Department/Agency
CDBG Administrator	BENTONVILLE	Bentonville Planning

Table 1 – Responsible Agencies

Narrative (optional)

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

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

Consolidated Plan Public Contact Information

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

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

1. Introduction

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

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

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

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

The CDBG Administrator attended virtual community meetings hosted by the NWA Continuum of Care in May and June to discuss the 2024 Point In Time Count for the region. After the PITC was released to the public, the data was used to analyze the needs of the homeless community within Bentonville, and how those people might be served by CDBG programs.

The CDBG Administrator met with a board member for the Continuum of Care to learn about some of the challenges faced by the PITC and how the number of persons in need is likely higher than initially reflected. One particular challenge this year was the delay in data on the number of schoolchildren who were unhoused or in perilous housing situations (such as living with extended family members). Through this meeting with the Continuum of Care, the CDBG Administrator also connected with the staff person for the Bentonville School District to find the number of unhoused students.

The CDBG Administrator also met with the Executive Director of the NWA Continuum of Care to discuss the needs of chronically homeless populations such as veterans and the disabled. For the first time, the NWA Continuum of Care collected data on the rate of disability among the homeless, including the rate of homeless veterans with disabilities that make attaining housing more difficult.

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

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

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

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

Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	Northwest Arkansas Continuum of Care
	Agency/Group/Organization Type	Services - Housing Services-homeless
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy

	<p>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</p>	<p>The CDBG Administrator met with a board member for the Continuum of Care to learn about some of the challenges faced by the PITC count and how the number of persons in need is likely higher than initially reflected. One particular challenge this year was the delay in data on the number of schoolchildren who were unhoused or in perilous housing situations (such as living with extended family members). Through this meeting with the Continuum of Care, the CDBG Administrator also connected with the staff person for the Bentonville School District to find the number of unhoused students. The CDBG Administrator also met with the Executive Director of the NWA Continuum of Care to discuss the needs of chronically homeless populations such as veterans and the disabled. For the first time, the NWA Continuum of Care collected data on the rate of disability among the homeless, including the rate of homeless veterans with disabilities that make attaining housing more difficult. This consultation with the NWA Continuum of Care included discussions of how the City of Bentonville might partner with organizations addressing the needs of the homeless and what use CDBG funds might serve in the community. The anticipated outcome of these meetings is the further advocacy for homeless populations in Bentonville, the importance of emergency shelter and transitional housing, and how Bentonville might provide CDBG funding for public services having to do with these high-risk populations.</p>
2	<p>Agency/Group/Organization</p>	<p>Arkansas Department of Health</p>
	<p>Agency/Group/Organization Type</p>	<p>Health Agency Other government - State</p>
	<p>What section of the Plan was addressed by Consultation?</p>	<p>Economic Development</p>

	<p>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</p>	<p>The CDBG Administrator met with the representative for the Arkansas Department of Health, Benton County Unit, to discuss health needs within Bentonville and neighboring communities in Benton County, how Bentonville might respond to those needs, and what opportunities for coordination there are between municipalities and state government. During this consultation it was made clear that Bentonville must emphasize clear communication with its residents about the programs that are available within city limits, but also within the Benton County as a whole. Due to the 'in-flux' nature of Bentonville's population, efforts must be taken to ensure that communication is proactive, as many residents in a growing community may not have the traditional resources to stay informed or high levels of trust in local organizations. From this consultation, the City will initiate higher communication efforts, particularly in vulnerable populations such as the homeless or immigrant communities about the resources the City and surrounding localities have available.</p>
3	<p>Agency/Group/Organization</p>	<p>BOYS AND GIRLS CLUB OF BENTON COUNTY</p>
	<p>Agency/Group/Organization Type</p>	<p>Services-Children Regional organization</p>
	<p>What section of the Plan was addressed by Consultation?</p>	<p>Market Analysis</p>

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

	<p>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</p>	<p>The CDBG Administrator worked closely with the HWC through the development of the 2024 Annual Action Plan, as the HWC was a subrecipient for the 2023 program year. The CDBG Administrator met specifically with the Director of Development to consult on community needs and priorities identified for the City of Bentonville as a whole and for HWC program participants. The feedback received was that a primary concern is affordable housing. The HWC serves families in need of transitional housing, offering tuition assistance for these families on a stepped scale so that those in need can access resources and build stability without losing supportive structures. It was discussed that the high price of housing was leading to more instability than before, including increased need for families at the federal poverty level to access housing programs. However, it was not only program participants that struggled in Bentonville's housing market, but also workers at the HWC that are being excluded from the city, moving further and further away from their work. The HWC expressed concern that they would face staff shortages due to the exclusionary housing market. Another need identified was more education in the community about available resources so that families in need could contact the HWC in times of crisis.</p>
5	<p>Agency/Group/Organization</p>	<p>HAVENWOOD, INC.</p>
	<p>Agency/Group/Organization Type</p>	<p>Services - Housing Services-Children Services - Victims</p>
	<p>What section of the Plan was addressed by Consultation?</p>	<p>Housing Need Assessment Homeless Needs - Families with children Homelessness Strategy</p>

	<p>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</p>	<p>The CDBG Administrator met with the Executive Director of Havenwood to discuss needs in the community and how CDBG funds might help community or organizational needs. The first topic of conversation was about the importance of affordable housing, as for Havenwood program participants (single mothers fleeing abuse or unstable living situations) the entry into unsupported living after graduation from the program was difficult as there was an affordability cliff within Bentonville that made attaining housing difficult. The need for some type of access to lower income residents to housing - rental or home ownership - was emphasized in that it was leading to program participants having to leave the area, including leaving jobs they attained while at Havenwood. Another aspect of community needs discussed was the difficulty in grant application and management for small nonprofits such as Havenwood, who may not have dedicated staff to grant management and reporting requirements, placing a large burden of bureaucracy on the reception of federal or state funds. It was also mentioned that this is a barrier for any program members trying to access public services, as they may have limited experience in navigating an application-heavy system. One final priority identified was the need for more mental health and abuse education in the community with private and public partners. Many women may not know that they are victims of abuse due to public misconceptions about what abuse 'looks like' and do not know they should access help and resources. Public and private organizations also need better education about what symptoms of abuse may look like so as to offer aid and guidance. The CDBG Administrator will remain in contact with Havenwood as further opportunities for coordination emerge through the program year.</p>
6	<p>Agency/Group/Organization</p>	<p>Bentonville Schools</p>
	<p>Agency/Group/Organization Type</p>	<p>Other government - Local</p>
	<p>What section of the Plan was addressed by Consultation?</p>	<p>Homeless Needs - Families with children</p>

	<p>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</p>	<p>The CDBG Administrator spoke with the Director of Federal Programs for the Bentonville Schools regarding community needs and the number of homeless youth in the school district. The Director provided the number of homeless children that the school district had recorded, and spoke about the needs that children had for stable housing. The Director also spoke about the difference in classification between HUD and the school district on what qualified a child as homeless, explaining that the larger numbers reported by the schools was in part due to the schools counting doubled-up households and those in hotels as part of their homeless numbers. During this meeting, the need for affordable housing was a top priority, with housing and rental costs increasing and driving more people into at-risk housing situations or out of the Bentonville community. The Director did mention that there were programs in place for aiding families with food insecurity, but that housing stability was a concern for student families as well as school employees.</p>
7	<p>Agency/Group/Organization</p>	<p>COMMUNITY DEVELOPMENT CORP OF BENTONVILLE</p>
	<p>Agency/Group/Organization Type</p>	<p>Housing Regional organization Business and Civic Leaders</p>
	<p>What section of the Plan was addressed by Consultation?</p>	<p>Housing Need Assessment Market Analysis</p>

	<p>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</p>	<p>The CDBG Administrator met with the Executive Director of Community Development Corp of Bentonville to discuss community needs and potential strategies for addressing them with CDBG funds. One of the foremost issues that was discussed was the need for affordable housing, and how the CDC does work on affordable housing utilizing HOME funds. The Director mentioned that part of the problem with affordable housing development in Bentonville is the high cost of construction per unit, making it difficult to justify for developers to keep unit prices low as that would be untenable in the long term. The Director also said that public and private partnerships would be key in addressing the housing affordability problem facing Bentonville, and that solutions for housing access should stem from public policy priorities as well as grant programs. Potential solutions, including mixed income housing developments, were discussed but the central obstacle that came up in conversation was the issue of market forces and that rental prices are just as important when discussing housing access as home prices, particularly in a market like Bentonville that is 49% renter-occupied. Outcomes for this conversation include the need for CDBG funds to be applied to housing access, potentially partnering with other programs such as HOME funds to ensure that low- moderate-income households are able to leverage a variety of support systems to access housing, and home ownership. Another outcome was the conclusion that the CDBG program should pursue conversations with developers in the area throughout the program year to determine what interest there is in the market in mixed income housing development.</p>
8	<p>Agency/Group/Organization</p>	<p>Micah 6-8 Initiative</p>
	<p>Agency/Group/Organization Type</p>	<p>Services-homeless</p>
	<p>What section of the Plan was addressed by Consultation?</p>	<p>Homelessness Strategy</p>

<p>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</p>	<p>The CDBG Administrator met with the Executive Director of the Micah 6:8 Initiative regarding community needs and the needs of the homeless population of Bentonville. The conversation centered on the need of homeless populations to have constructive uses of their time during the day, due to shelter limitations on when people could be in residence and how that might intersect poorly with job requirements. The Director spoke at length about the challenges in employment that homeless residents of Bentonville face while trying to attain stable housing, and the difficulties associated with shelter life (such as wait lists, stability, and hours of operation). The outcome of this conversation included the application for the Michah 6:8 Initiative as a subrecipient for the CDBG program, to address job training needs and daytime occupation education for homeless populations in shelters and unhoused.</p>
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Identify any Agency Types not consulted and provide rationale for not consulting

No agencies were knowingly excluded from consultation.

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

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Northwest Arkansas Continuum of Care	The top priority of the Continuum of Care's plan is the prevention of homelessness and the service of homeless persons and households. This aligns with the City's strategic plan which includes homelessness services and the prioritization of housing access and stability.

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Bentonville Community Plan	City of Bentonville	The Bentonville Community Plan is the official comprehensive plan for the City of Bentonville. The Plan serves as a roadmap for the community as it grows and changes over time. Identified in the Plan are key areas of focus for growth and development over the next 10 to 20 years. The City's CDBG Strategic Plan overlaps with the Community Plan by laying out investment strategies for low-moderate-income residents to ensure that they are not overlooked as the Community Plan is developed and carried out.

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

AP-12 Participation – 91.105, 91.200(c)

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

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

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

For the 2024 Annual Action Plan, there was an initial public hearing held to discuss upcoming community priorities. Public notice was published in the local newspaper 15 days ahead of the meeting and notice was sent to community partners asking them to direct any interested members or beneficiaries to the meeting. No one attended, and no comments were submitted.

The second public hearing was be held during the 30-day public comment period after the publication of the 2024 Annual Action Plan.

For the Substantial Amendment to the 2024 Annual Action Plan, a public meeting will be held during the 30-day comment period.

Citizen Participation Outreach

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

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

Table 4 – Citizen Participation Outreach

Expected Resources

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

Introduction

The primary source of funding for the CDBG program comes from HUD, with allocation amounts made available annually. Other sources of funding can include program income from the City's CDBG projects, unallocated funds from prior program years, or additional private, state and local funds. For the City of Bentonville, all CDBG resources are those that are made available through the HUD allocation or program income and unallocated yearly funds, if applicable. In preparing the 2024 Annual Action Plan, the City took into consideration how to best utilize the resources available.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	310,326	0	0	310,326	930,978	Expected resources for the 2024 Program Year consist solely of the annual allocation amount from HUD; \$310,326. There was no program income collected and, due to the delayed timeline of PY23, there are no unallocated funds from prior years to be applied to PY24.

Table 5 - Expected Resources – Priority Table

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

No additional resources are available, the 2024 annual allocation is the only funding source for the 2024 program year.

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

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

Discussion

All funding for the 2024 program year comes from the annual allocation from HUD. There are no additional resources from previous years, nor are there funds available from private, state or local funds. Subrecipients may have additional funding sources available to them to contribute to individual projects, but those funds are not available to the City.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Public Facilities and Improvements	2023	2027	Public Facilities and Improvements	Census Tract Block Group 205.04	Low-Moderate Income Area Benefit, suitable living environment, public infrastructure, quality of life	CDBG: \$245,326	Successful continuation and initiation of public service improvement projects, contractor agreements for labor or professional services, completion of planning services for any multi-year projects.
2	Public Services	2023	2027	Public Services	City of Bentonville	Public Services	CDBG: \$35,000	Public service activities other than Low/Moderate Income Housing Benefit: 288 Persons Assisted
3	Administration	2023	2027	Administration	City of Bentonville	Administration	CDBG: \$30,000	

Table 6 – Goals Summary

Goal Descriptions

1	Goal Name	Public Facilities and Improvements
	Goal Description	<p>Funding will be used for public facilities, infrastructure, and public improvements in low-moderate income areas within Bentonville.</p> <p>Projects will focus on creating a suitable living environment for residents of these target areas through the installation of public improvements such as sidewalks, tree planting, street improvements, and quality of life improvements such as parking facilities and parks. This is not an exhaustive list and only serves as examples of the types of projects that may be completed with CDBG funds under this goal.</p> <p>Outcome indicators will come in the form of the percentage of completion for any public improvement projects initiated in this program year.</p> <p>The public facilities and improvements projects will be administrated by the CDBG staff in the City's Planning Department, with collaboration with other city departments and contracted professional and labor services.</p>
2	Goal Name	Public Services
	Goal Description	<p>Public services remains a core component of Bentonville's five-year Consolidated Plan, and the 2024 Annual Action Plan reflects that commitment. The City will partner with local organizations to provide direct services to the public ranging from homeless outreach to childcare. Specifically, the public service goals include:</p> <p>Childcare - Provided by collaboration with the Benton County Boys and Girls Club and the Helen R Walton Children's Enrichment Center, CDBG funds will go toward offsetting program costs and scholarships for children and families in need that fall within HUD's income limits, including foster youth.</p> <p>Homeless Services - Partnering with the NWA Continuum of Care and the Micah Initiative, CDBG funds will go toward homelessness outreach, resource coordination, emergency supplies, transitional housing support, job training and educational services.</p>

3	Goal Name	Administration
	Goal Description	The City's Administration funds will be spent on amplifying the reach of the program through advertisement, hosting public hearings, conducting social media campaigns for the CDBG program and for all costs involved with directly administering the program such as membership dues, trainings, retaining professional services and program supplies. No funding will be used for salary or compensation for any administrator.

Projects

AP-35 Projects – 91.220(d)

Introduction

The City of Bentonville makes funding allocation decisions based on subrecipient applications, available resources, priority goals and community needs identified during the 2024 Annual Action Plan development process. All the projects the City will conduct will benefit low- moderate-income residents of Bentonville. All projects are contingent on the receipt of CDBG funds for the 2024 Program Year.

Projects

#	Project Name
1	2024 Boy's and Girl's Club
2	2024 Helen R. Walton Children's Enrichment Center
3	2024 Northwest Arkansas Continuum of Care
4	2024 Public Improvements
5	2024 Administration

Table 7 - Project Information

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

The top priorities funded by the 2024 Annual Action plan are public improvements, public service childcare programs, and public service homelessness programs.

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

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

homeless persons to immediate resources in addition to providing support for job training and education performs a two-pronged approach to serving the needs of the homeless: addressing current needs and providing a route to a more stable future and hopefully rehousing them.

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

AP-38 Project Summary

Project Summary Information

1	Project Name	2024 Boy's and Girl's Club
	Target Area	
	Goals Supported	Public Services
	Needs Addressed	Public Services
	Funding	CDBG: \$10,000
	Description	This project will provide scholarships for youth in low-to-moderate-income families living in Bentonville who need access to affordable, quality afterschool/summer programming.
	Target Date	5/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	The Boys and Girls Club of Benton County estimated that 100 low and moderate income individuals would benefit from their scholarship program in the 2024 Program Year. Of those families, half would be low income and half would be very low income.
	Location Description	The project will take place at the Boys and Girls Club facility in Bentonville, located at 2801 Walker Street, Bentonville AR 72712.
	Planned Activities	The activities for this project will be the delivery of scholarship reimbursements for low and moderate income program participants. Outcomes will be measured by the number of scholarship recipients.
2	Project Name	2024 Helen R. Walton Children's Enrichment Center
	Target Area	
	Goals Supported	Public Services
	Needs Addressed	Public Services
	Funding	CDBG: \$15,000

	Description	CDBG funding will allow Helen R. Walton Children Enrichment Center to provide free high-quality early childhood education, access to therapy, case management, and support services to mobilize the family to move out of poverty, creating a foundation for multi-generational change by impacting both the parent (or grandparent/guardian) and the young child. The CDBG funds will be used to offset the cost of tuition to low-moderate-income families enrolled in the HWC scholarship programs.
	Target Date	5/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	In their application, the Helen Walton Children's Enrichment Center listed 56 households as beneficiaries for the tuition assistance program. Of that 56, one household was extremely low-income, 19 were very low-income and 36 were low-income. Outcome success will be measured by the number of households that receive tuition assistance.
	Location Description	All activities will take place at the Helen Walton Children's Center in Bentonville, at 309 NE J Street, Bentonville AR 72712.
	Planned Activities	The HWC project includes only one activity, which is the provision of tuition funds to low- moderate-income households in need of assistance. No activities beyond the scholarship tuition assistance will be carried out with CDBG funding.
3	Project Name	2024 Northwest Arkansas Continuum of Care
	Target Area	
	Goals Supported	Public Services
	Needs Addressed	Public Services
	Funding	CDBG: \$10,000

	Description	The NWA Continuum of Care will contract with an individual to perform outreach to homeless individuals, connecting them with needed resources. When utilizing the CDBG funds, the outreach will focus on the individuals/families who are experiencing homelessness within the city limits of Bentonville. Outreach staff will connect with individuals through word of mouth, identification through area partners including Salvation Army & the Bentonville Police Department. Staff will connect in person or via the phone (if a number was given), fill out an intake to determine income and homelessness status. Outreach will also determine immediate needs and assist people in getting into some type of emergency shelter. Resources will be connected, and immediate need supplies will be handed out. Outreach will also complete the assessment to get individuals on the By-Name list and to connect them with coordinated entry for potential housing opportunities.
	Target Date	5/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	In their subrecipient application, the NWA Continuum of Care estimates that 50 individuals will be assisted through homelessness outreach and resource connection. They estimate that out of that 50, all will be homeless, 10 will be elderly, 10 will be disabled and 2 will be living with HIV/AIDS.
	Location Description	This program will include outreach efforts across the City of Bentonville, without a given address. For the purposes of the Environmental Review Record, the address will be listed as Bentonville's City Hall at 305 SW A Street, Bentonville AR 72712.
	Planned Activities	The first activity is the contracting of a Housing Navigator who will perform homelessness outreach to individuals within Bentonville. This person will be responsible for connecting with individuals through word of mouth, in-person contact, or over the phone to gain information about their background and circumstances, provide immediate need resources and then connect them with long term resources such as housing assistance. The next activity is the procurement of outreach supplies that will be used by the Housing Navigator.
5	Project Name	2025 Public Improvements
	Target Area	Census Tract Block Group 2 205.04
	Goals Supported	Public Facilities and Improvements
	Needs Addressed	Suitable Living Environment and Public Improvements

	Funding	\$245,326
	Description	Funds will be used to pay for public improvement and street improvement projects. The project area is in a low-moderate income target area, Census Block Tact Group 205.04. Potential projects include sidewalk installation, ADA accessibility modifications, tree planting projects, bike lanes for safer
	Target Date	Funds will be used for the purchase of materials, labor, and professional planning and engineering services for the completion of public improvement projects in this target area.
	Estimate the number and type of families that will benefit from the proposed activities	According to the LMI Block Group ACS Data, in Census Tract 205.04 there are 1,495 LMI residents.
	Location Description	The Census Tract 205.04 (geographic priority area one) is a primarily residential area bordering Bentonville’s downtown.
	Planned Activities	Planning and engineering costs for the project. Utility adjustments (water, sewer, and electric). Acquiring project materials (concrete pipe, precast junction boxes, road overlay and more). Installation of delineation and barriers for pedestrian and bike safety. Installation of a crosswalk. Ramp improvements at 14 th Street, a major city roadway. Tree planting. Street improvements.
6	Project Name	2024 Administration
	Target Area	
	Goals Supported	Administration
	Needs Addressed	Administration
	Funding	CDBG: \$30,000

Description	Administration costs to administer the CDBG Program
Target Date	5/30/2025
Estimate the number and type of families that will benefit from the proposed activities	All persons served by CDBG funds will be indirectly served through the administrative funding allocation, as administration funds will be used for the funding of advertisements, trainings, professional memberships and more that will allow the CDBG program to run smoothly and effectively.
Location Description	The Administration project will take place at Bentonville's City Hall at 305 SW A Street, Bentonville AR 72712.
Planned Activities	For Administration, the planned activities include professional membership dues, training expenses, procurement of professional services, publication payments, advertising purchases, office supplies, public hearing event costs, and other administratively required activities.

AP-50 Geographic Distribution – 91.220(f)

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

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

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

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

Geographic Distribution

Target Area	Percentage of Funds
City of Bentonville	100
Census Tract 205.04	79.05

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

Funds for the CDBG program will be allocated to the City of Bentonville due to the disparate nature of low- moderate- income household locations and the high rate of housing turnover. Due to a highly competitive housing market, many initially low-income residential areas now include high value homes either as residences or held as investment properties as the market continues to rise. While Bentonville is an exception city due to the few areas in the City that have 51% or more low- moderate-income residents, the rate of housing turnover indicates that even these upper quartile tracts may be declining in low- moderate-income residence. Though the area benefit national objective could still be met using the 2020 figures, while designing PY2024 it was determined that most low- moderate-income persons could be served by dedicating CDBG funds to limited clientele projects throughout the City as a whole, or public improvement projects within the city such as Census Tract 205.04 that were identified as

geographic priority areas in the 2023 Consolidated Plan.

Discussion

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

Due to the nature of public improvement costs, the City's CDBG allocation is primarily targeted to the city as a whole, or low and moderate income residential census tract block groups. In future years, other geographic priorities will also be considered in alignment with the geographic needs assessment made in the Consolidated Plan.

Funds allocated to the City of Bentonville as a whole are public service funds (capped at 15%) and administrative funds (capped at 20%).

Funds allocated to public improvement projects are those associated with public improvement projects.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

Through the City's consultation and outreach process for PY2024, affordable housing was regularly identified as a top community need. There are many residents who are being pushed out of Bentonville by high housing and rental costs, which impacts persons across the low- moderate-income spectrum. The need for affordable housing was discussed as being equally important to our very low income residents such as the homeless and at-risk population as to moderate earners such as teachers, public servants and service industry workers.

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

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

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

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

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

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

Discussion

The City continues to work on zoning reforms and incentives to provide an easier process to get more

units built. However, it is difficult to control the affordability of those built. The City will use Community Development Block Grant (CDBG) to support those agencies that help keep our low-income residents in structurally sound homes that are warm, safe, and dry.

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

AP-60 Public Housing – 91.220(h)

Introduction

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

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

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

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

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

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

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

There is no PHA in Bentonville.

Discussion

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

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

Introduction

The City of Bentonville continues its partnership with the Northwest Arkansas Continuum of Care to address the needs of the homeless. The NWA Continuum of Care includes a Board of Directors from multiple backgrounds from social workers to local developers all seeking to end homelessness and assist at-risk and unhoused persons in Northwest Arkansas. The NWA Continuum of Care conducted the point in time count in January 2024. This headcount provides specific information regarding the various services and programs, a listing of the number of beds available, and the number, reasons and costs involved in housing the homeless as well as placement of the homeless. Specific subpopulations targeted include individuals and families who are chronically homeless, individuals and families at risk of homelessness, veterans and their families, individuals and families who are experiencing domestic violence, individuals living with HIV/AIDS and unaccompanied youth 18 through 24 years old. New this year was data collected on the rate of homeless persons with one or more disabilities.

There are several organizations in this area that serve families or persons who are homeless or at risk of becoming homeless, two of which include the Bentonville School District which collects numbers on students experiencing homelessness. The rate of homeless students is higher than the figures included in the Point in Time Count because it includes individuals who are at-risk, such as in hotels or couch surfing, rather than just those who are street or shelter based. The City consulted with the Bentonville School District homelessness representative while constructing the 2024 Annual Action Plan to learn what the most pressing issues facing this population were.

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

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

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

including

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

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

Addressing the emergency shelter and transitional housing needs of homeless persons

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

One program supporting transitional housing is through the City's subrecipient organization the Helen R. Walton's Children's Enrichment Center. Their STP One program, which the City provides scholarship CDBG funding for, addresses the needs of families in transitional housing through providing resources and education at a 80%-100% tuition assistance rate. The goal of the STP One program is to provide support to those in transitional housing on a scaled basis as they progress to more stable housing circumstances.

For the 2024 Annual Action Plan, the NWA Continuum of Care continues to be a main partner in addressing homelessness, including those in need of emergency shelter. As a main regional force to help unhoused persons, the NWA Continuum of Care has applied for CDBG funds for needs assessments.

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

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

support organizations such as the NWA Continuum of Care and the Helen Walton's Children's Center is to have more access to public services funding beyond the 15% cap.

In addition to financially supporting the organizations directly meeting the needs of the homeless, the City has a commitment to remaining informed on current data and homelessness issues such as participating in the NWA Continuum of Care meetings, analyzing the Point in Time Count data, and engaging the Bentonville School District on their homelessness count for students and families who may not yet meet HUD's definition of homeless.

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

The City is aware of how vital support structures are for at-risk individuals, particularly those discharged from service institutions or correctional facilities. Lacking a dedicated public service department for those needs, the City of Bentonville will continue to support the work of service organizations such as the Continuum of Care and the Micah Initiative that provide regional resource coordination and support for training and education. In the process of creating the 2024 Annual Action Plan and in carrying out the workplan laid out in the 2023-2027 Consolidated Plan, the City has remained supportive of its partner organizations and has tried to consider their needs while creating its yearly goals.

Discussion

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

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

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

Introduction:

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

A particular barrier is the high rate of rental housing within Bentonville, with 49% of the city's housing being comprised of renter-occupied homes. Rent prices can be volatile, reducing housing security. As an example, a market assessment by a private organization indicated that apartments priced at \$1,000 through \$1,500 make up the majority of units at 52.27%, while those in the lowest price range of \$500 through \$700 are the lowest market share at 2.89%. According to this study, the average rent in Bentonville is \$1,228 per month, which means for a household to not be rent burdened (paying more than 30% monthly income in rent) that household would need to make a minimum of \$49,116 per year. At that rate, only residents with at least a moderate income would be able to afford the average rental housing.

Homeownership also faces particular challenges associated with affordability. That market study indicated that in 2024, average home prices listed in Bentonville have increased and are over 121% more expensive than the average home cost in Arkansas as a whole. In evaluating the housing market, the CDBG Administrator noted that many houses listed for sale were listed at much higher prices than their last recorded sale, particularly smaller and older homes located in now-competitive areas.

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

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

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

requirements of affordable and work force housing.

Since then, the City has made regulatory and procedural changes. On April 9, 2024, the City adopted an ordinance establishing regulations that allow for cottage court developments. These have smaller lot sizes and smaller homes which help to reduce costs and streamline the development review process. The City is also updating its Future Land Use Map. During the public engagement period for the Future Land Use Map, feedback revealed affordable housing as a high priority. The Future Land Use Map plan proposes several new land use categories that allow for higher density and mixed uses which will help to increase the variety and amount of housing supply. The City is also drafting language to improve the process of reviewing and approving small subdivisions.

Discussion:

Housing affordability remains a top priority facing the Bentonville community. Through the use of CDBG funds, the City will support programs aiding the homeless or people experiencing housing insecurity to access a market that may otherwise exclude low and moderate income individuals.

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

AP-85 Other Actions – 91.220(k)

Introduction:

Using the identified priorities determined within the 2023-27 Consolidated Plan and the 2024 Annual Action Plan, strategies will be implemented to meet underserved needs, foster and maintain affordable housing, reduce the cost burden placed on low- moderate-income residents, and enhance coordination between public and private organizations dedicated to serving low- moderate-income residents. The City will partner with other city agencies, regional and state agencies, fair housing advocates, service providers, lender, funders, and investors as needs for the CDBG program and the Bentonville community become apparent.

Actions planned to address obstacles to meeting underserved needs

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

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

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

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

program finances are most effectively utilized.

Actions planned to foster and maintain affordable housing

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

Actions planned to reduce lead-based paint hazards

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

Actions planned to reduce the number of poverty-level families

Addressing the number of poverty-level families means a priority must be made to engage with low-moderate-income persons, including traditionally underserved communities such as immigrants, the elderly and those with disabilities. This is why a central component of the 2024 Annual Action Plan's Administrative project is advertising and public outreach via the internet and print media so that CDBG programs can be advertised to those in need of the services the City can offer.

Through the City's focus on public services, particularly those involving childcare, Bentonville will reduce the cost-burden families in poverty and ensure that parents can remain in the workforce. Childcare is one of the top rising costs nationally, and that is reflected in Bentonville as well. Providing support to public services conducting childcare aid means that costs are offset and families do not have to make the choice between their children's safety and the potential of a lost income. Another area that Bentonville provides support is through public services in the 2024 Annual Action Plan with its support of education and training opportunities for homeless individuals, providing them a path out of poverty and economic improvement to become more stable in their living situations and personal circumstances.

Actions planned to develop institutional structure

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

for Annual Action Plan activities following recommendations to the Bentonville City Council. Within each of the funding areas where the City is partnered with a nonprofit agency, all activities will be completed and managed with those agencies involved.

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

A variety of public and private agencies were collaborated with while developing the City's 2024 Annual Action Plan. This involved speaking with organizations that had initially participated in the construction of the Consolidated Plan as well as seeking out new partnership opportunities. Internally, City Department Heads, the City Council, Planning Department staff and the Mayor each have opportunity to comment on the development of the Annual Action Plan during the approval and funding process. On the whole, the importance of collaboration is clear: with limited resources to fully address the priorities that were identified in the consultation process, the City must strengthen and utilize different agencies to best serve residents in need. These partnerships must not be for a limited time while the Annual Action Plan is being developed, but be part of a continual engagement process throughout the program year and for all the years to come. The goal of each year must be to build upon the framework of the years before it.

Discussion:

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

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

Program Specific Requirements

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

Introduction:

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

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

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

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

Other CDBG Requirements

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

For calculating the period of Overall Benefit, the three program years that will be considered are program years 2024, 2025 and 2026. The reason for selecting these years is that it provides time for the program to be initiated in PY2023, and will more accurately reflect the benefit of the CDBG program over time than a timespan including the first program year could.

RESOLUTION NO. _____

**A RESOLUTION APPROVING THE SUBSTANTIAL AMENDMENT TO THE CITY’S
COMMUNITY DEVELOPMENT BLOCK GRANT 2024 ANNUAL ACTION PLAN;
ADJUSTING THE 2025 BUDGET CONTINGENT ON HUD APPROVAL; AND FOR OTHER
PURPOSES.**

WHEREAS, the Bentonville City Council decided to re-enter the Housing and Urban Development (HUD) Community Development Block Grant (CDBG) program in 2022;

WHEREAS, a substantial amendment is needed to the 2024 Annual Action Plan (AAP) to add public improvement projects; and

WHEREAS, a budget adjustment is needed contingent upon HUD approval of the amended AAP.

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

Section 1: The Substantial Amendment to the City’s Community Development Block Grant 2024 Annual Action Plan is hereby approved;

Section 2: The 2025 Budget is hereby adjusted to appropriate two hundred forty-five thousand three hundred twenty-six dollars (\$245,326.00) from Account #101620-43710 - Contracts into Account #101620-47384 – Sidewalks;

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

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

PASSED this _____ day of _____, 2025.

APPROVED:

STEPHANIE ORMAN, Mayor

ATTEST:

MALORIE MARRS, City Clerk



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:		Submitted By:	
Phone:		For Department(s):	
Email:			

Item Type (Check all that apply)

<input type="checkbox"/> Informational	<input type="checkbox"/> Bid Award	<input type="checkbox"/> Enter into an Agreement	<input type="checkbox"/> Change Order
<input type="checkbox"/> Recognizing Funds	<input type="checkbox"/> Budget Adjustment	<input type="checkbox"/> Waiver of Bid	<input type="checkbox"/> Emergency Clause
Ordinance	Resolution	Informational	

Title, Recommendation & Justification

Title:	
Action Recommendation & Justification:	
Additional Comments for Consideration (Optional):	

Amount for Approval:	\$
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Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

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

Fund(s) Impacted

(check all that apply)

General Fund **Utility Fund** **Street Fund** **Other(s):** _____

Budget Impact Notes for Consideration (Optional):



City of Bentonville
 1000 SW 14th St.
 Bentonville, AR 72712

Purchase Order

Fiscal Year 2025 Page 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES, AND SHIPPING PAPERS.

Bill To 1040
 City of Bentonville
 1000 SW 14th St
 Bentonville, AR 72712
accountspayable@bentonvillear.com

Ship To 3010
 ELECTRIC
 3200 SW MUNICIPAL DR
 USPS ONLY- 1000 SW 14TH ST
 BENTONVILLE, AR 72712

Purchase Order Number **22505054**
 Purchase Order Date 09/24/2025
 Department Electric

Vendor 10093
 SERVICE ELECTRIC COMPANY
 PO BOX 277790
 ATLANTA, GA 30384

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
		10093	12508056	Deanna Erwin	

NOTES

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	A Sub expansion issues Proposal B25-1211 Ri Serial #RBP19791	1.0000	EA	\$57,007.8000	\$57,007.80

 Purchasing Manager

Total Ext. Price \$57,007.80
Purchase Order Total \$57,007.80

City of Bentonville

Address all acknowledgements and all communications relating to this order to the Purchasing Office, City of Bentonville, 1000 SW 14th St., Bentonville, Arkansas, 72712.

Conditions Governing this Purchase Order

1. Written Order: THE CITY OF BENTONVILLE IS NOT RESPONSIBLE FOR MATERIALS, SUPPLIES OR EQUIPMENT DELIVERED WITHOUT AUTHORITY OF ITS WRITTEN ORDER.
2. Packing Slips: Itemized packing slips must be included with ALL shipments or deliveries. The packing slips must include the name of the DEPARTMENT for whom delivery is intended.
3. Inspection & Acceptance: All materials, supplies and equipment received are subject to inspection and acceptance by the City of Bentonville.
 4. Invoices: Invoices must reflect the City of Bentonville Purchase Order Number.
5. Discounts: Discounts will be taken from the date of receipt of goods or date of invoice, whichever is later.
6. Remit-To: Mail invoices to the attention of the Accounting Department at 1000 SW 14th St., Bentonville, Arkansas 72712.



SERVICE ELECTRIC Company

Jeremy Hooper
City of Bentonville
1000 SW 14th St
Bentonville, AR 72712

Proposal Date: 9/22/2025

Proposal Number: B-25-1211 R1

Equipment to be serviced:

ID#	MFR.	SERIAL#	GALLONS	TYPE OF SERVICE	PCB TEST REQD.
	WH	RBP19791	3,670	Internal Inspection	

Detailed Scope of Work: -

- Travel to 540 South East A St. Bentonville, AR 72712.
- Unit will be de-energized, isolated, grounded and disconnected prior to SEC technicians arriving onsite.
- Perform a site safety briefing identifying any possible hazards.
- Drain the oil into SEC provided containment, the oil will be followed down with dry air.
- Perform an internal inspection looking for any damage, if possible.
- Re-install any inspection plates utilizing new gasket material.
- Establish vacuum then hold for a minimum of (8) hours @ 1 TORR.
- Refill oil through heat and vacuum, then degas for (2) nameplate passes of the oil through heat and vacuum utilizing an oil processing rig w/ generator power.
- Allow the unit to settle and cool down.
- Perform the following electrical testing:
 - Doble power factor all windings, bushings, and arrestors to include C1 & C2 capacitance if available.
 - Insulation Resistance, winding-to-winding, and winding-to-ground
 - Excitation
 - Winding Resistance
 - TTR (Transformer Turns Ratio) on set tap positions.
- Pull oil standard sample.
- Clean and depart site
- Provide test reports

*****If work not completed due to damages after internal inspection or any additional work needed will be billed at our currently published Time and Material Rates*****

Total Estimated Service Price: \$ 49,572.00

- Total Service Price includes only the services outlined in the Detailed Scope of Work above.

Service Electric Company's Responsibilities:

- Service Electric Company will provide the trained personnel, equipment and materials required to perform the service outlined above in Scope of Work.
- Service Electric Company will provide the required power to run any of our equipment unless a different arrangement has been made.
- Service Electric Company will perform the service quoted above under a mutually agreed upon schedule.

Customer Responsibilities:

- Provide a safe, clear access to the equipment to be serviced.
- Provide a qualified site contact/liaison for SEC to contact as needed.
- Customer is responsible for de-energizing and grounding all equipment.
- If required, customer will disconnect and reconnect all high and low voltage terminations.
- Provide complete oil quality tests (less than one year old), including PCB analysis on any fluid filled equipment to be serviced. All isolated oil filled compartments must have an analysis.
- **If the unit has any detectable PCB content, greater than 2 ppm up to 49 ppm of PCB's, a cost + 15% rig decontamination charge will apply if an oil processing rig is utilized.**
- **Service Electric decontaminates rig on site and puts the flush oil into totes to be picked up for disposal.**

General Clarifications and Exceptions:

- The prices quoted herein excluding the price for oil, are valid for 60 days from the date of this proposal.
- Any new oil needed for top off will be additionally billed to the customer at a rate of \$14.00 per gallon.
- Any delays caused by other than Service Electric Company personnel or additions to the scope of work quoted above will be billed additionally at our currently published Time and Material Rates. Service Electric Company's oil processing crews consist of two personnel who when processing for a period of greater than 14 hours in a day will split up into shifts so that only one man per shift will be on the rig at any time. If the customer or job site owner requires two men on the rig at all times, the additional man will be billed at our currently published Time and Material Rates.
- If the work scope of this job extends over a weekend, Service Electric Company's personnel will work on Saturday and Sunday unless the Customer or jobsite owner refuses to let Service Electric

Company's personnel work. If SEC is not informed of this restriction in writing, prior to quoting the job or accepting the order, the customer will be billed at our currently published Time and Material Rates per day for wait time.

- A customer representative must authorize any additional work. An **Additional Work** release form must be signed prior to our beginning the work. When the additional work is completed, the customer representative must sign the release form indicating that the work was completed.
- Any activities, including oil processing, in this quote, will be performed with the transformer de-energized unless otherwise stated in the scope of work.
- Any applicable Federal, State or Local taxes will be in addition to the price quoted above. When invoiced, the customer must provide tax exempt documentation, or they will be invoiced for the applicable taxes.
- This bid and any contract awarded as a result is expressly conditioned upon the negotiation of mutually acceptable terms and conditions.

Warranty:

All work performed by SEC personnel is guaranteed from defects resulting from faulty workmanship for a period of one year from the completion date of the work. This does not include Acts of God, maintenance of units by others, or other natural or unnatural causes which are beyond the control of SEC. Any warranty claims must be made to SEC. If the customer has a third party make repairs that would have been under SEC's warranty period, SEC will not reimburse the customer for any parts or labor provided by the third party and the balance of SEC's warranty period will be voided.

Prepared by:

Jimmy Motroni

Commercial Operations

SERVICE ELECTRIC *Company*

PO Box 3656 | 1631 East 25th Street | Chattanooga, TN 37404

cell 423-280-0230 | www.serviceelectricco.com

Email: jmotroni@serviceelectricco.com

A Quanta Services Company | www.quantaservices.com | NYSE:PWR

Serve our Employees. Serve our Customers. Serve our Community.

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH SERVICE ELECTRIC COMPANY IN THE AMOUNT OF FIFTY-SEVEN THOUSAND SEVEN DOLLARS AND EIGHTY CENTS (\$57,007.80); WAIVING COMPETITIVE BIDDING; PROVIDING FOR THE EMERGENCY CLAUSE; AND FOR OTHER PURPOSES.

WHEREAS, the Bentonville Electric Utility Department needs to enter into an agreement with Service Electric Company to provide emergency services to the existing A Substation transformer to correct potential catastrophic failures discovered during routine testing. Service Electric Company began work on Tuesday, October 7, 2025.

WHEREAS, market volatility and lead times related to these emergency services make it impractical and unfeasible to solicit competitive bids.

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

Section 1: The Mayor and City Clerk are authorized to enter into an agreement with Service Electrical Company in the amount of Fifty-Seven Thousand Seven Dollars and Eighty Cents (\$57,007.80) to provide emergency services to the existing A Substation transformer to correct potential catastrophic failures discovered during routine testing.

Section 2: There exists an exceptional circumstance whereby the requirements of competitive bidding are neither practical nor feasible and the City Council; therefore, waives the requirements of competitive bidding for these emergency repair services.

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

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

Section 5 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Ordinance are repealed to the extent of such confl

PASSED this _____ day of _____, 2025.

APPROVED:

ATTEST:

Stephanie Orman, MAYOR

Malorie Marrs, CITY CLERK



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:		Submitted By:	
Phone:		For Department(s):	
Email:			

Item Type (Check all that apply)

<input type="checkbox"/> Informational	<input type="checkbox"/> Bid Award	<input type="checkbox"/> Enter into an Agreement	<input type="checkbox"/> Change Order
<input type="checkbox"/> Recognizing Funds	<input type="checkbox"/> Budget Adjustment	<input type="checkbox"/> Waiver of Bid	<input type="checkbox"/> Emergency Clause
<input type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Informational	

Title, Recommendation & Justification

Title:	
Action Recommendation & Justification:	
Additional Comments for Consideration (Optional):	

Amount for Approval:	\$	
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Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

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

Fund(s) Impacted

(check all that apply)

General Fund **Utility Fund** **Street Fund** **Other(s):** _____

Budget Impact Notes for Consideration (Optional):

October 2, 2025

Via eTariff

The Honorable Debbie-Anne A. Reese, Secretary
Federal Energy Regulatory Commission
888 First Street, NE
Washington, DC 20426

**Re: Southwestern Electric Power Company,
Docket Nos. ER24-298-000, ER24-299-000, ER24-301-000, ER24-302-000, ER24-304-000, ER24-305-000 (consolidated)
Offer of Settlement and Settlement Agreement**

Dear Secretary Reese:

Pursuant to Rule 602 of the Rules of Practice and Procedure of the Federal Energy Regulatory Commission (“Commission” or “FERC”),¹ American Electric Power Service Corporation, on behalf of its affiliate Southwestern Electric Power Company (“SWEPCO”), hereby submits this Offer of Settlement and Settlement Agreement (“Settlement” or “Settlement Agreement”) to comprehensively resolve all issues in the above-captioned consolidated proceeding.

All of the parties to this proceeding have been given the opportunity to review and comment on the Settlement Agreement and no party opposes the Settlement Agreement. If approved by the Commission, the Settlement Agreement will resolve all outstanding issues before the Commission in the above-referenced proceedings previously set for hearing and settlement judge procedures.²

SWEPCO submits that the Settlement is fair and reasonable and in the public interest, and respectfully requests that the Settlement Judge for this proceeding, the Honorable Matthew J. Vlissides Jr., certify this Settlement to the Commission, and that the Commission approve the Settlement without material modification or condition. SWEPCO respectfully requests that this Settlement be transmitted to Judge Vlissides in accordance with Rule 602(b)(2)(i).³

I. Contents of Submission

In accordance with Rule 602(c)(1), this Offer of Settlement includes:

1. This Transmittal Letter;

¹ 18 C.F.R. § 385.602 (2024).

² *Southwestern Electric Power Company*, 185 FERC ¶ 61,246 (2023).

³ 18 C.F.R. § 385.602(b)(2)(i) (2024).

2. An Explanatory Statement;
3. The Settlement Agreement;
4. A list of the Settling Parties (Attachment 1);
5. Revised tariff records showing the changes, agreed upon as part of the Settlement, to the cost of service formulas under Exhibit B of each Power Supply Agreement (“PSA”)⁴ at issue in this proceeding (Attachments 2 through 7⁵); and
6. A Certificate of Service.

In this filing, SWEPCO hereby submits as Attachments 2 through 7, each of the revised PSAs through the Commission’s eTariff system as “live” tariff records made in eTariff format, with an effective date of January 1, 2024.⁶⁷

II. Service of Submission

Pursuant to Rule 602(d)⁸ and Rule 2010⁹, SWEPCO certifies that it is serving a complete copy of this Settlement on all required parties.

III. Notice Respecting Comments

In accordance with Rule 602(d)(2) and (f), SWEPCO advises all parties that comments on this Settlement must be filed on or before October 22, 2025, 20 days after the date of this filing and reply comments must be filed on or before November 2, 2025, 30 days after the date of this filing. Pursuant to Rule 602(f)(3), any failure to file a comment constitutes a waiver of all objections to the Settlement.

Thank you for your assistance in this matter. Please direct any questions to the undersigned.

⁴ The Power Supply Agreements have been designated the following FERC Rate Schedule Nos.: Rate Schedule No. 119 (Northeast Texas Electric Cooperative, Inc.), 125 (Hope Water and Light Commission), 126 (City of Bentonville, AR), 127 (City of Prescott, AR), 128 (City of Minden, LA), and 129 (East Texas Electric Cooperations, Inc. and Northeast Texas Electric Cooperative, Inc.).

⁵ Attachments 2 through 7 are the PSAs between SWEPCO and Texas Cooperatives, Bentonville, Hope, Minden, NTEC, and Prescott, respectively.

⁶ “A ‘live’ tariff record is one that is made in eTariff format that becomes effective upon Commission acceptance. In contrast, a *pro forma* tariff record represents the tariff that the utility proposes to file upon acceptance of the settlement.” *Blackstone Wind Farm, LLC*, 167 FERC ¶ 61,004 at n.3 (2019).

⁷ While these proceedings have been consolidated, because SWEPCO has agreed to file ‘live’ tariff records as opposed to a *pro forma* tariff record, SWEPCO will file each PSA (i.e., tariff record) separately, using an identical Transmittal Letter, Explanatory Statement, Settlement Agreement, and Attachment 1 in order to attach each tariff record to its respective docket. The PSAs are designated throughout as Attachments 2 through 7, however each filing will only have its respective attachment.

⁸ 18 CFR § 385.602(d) – Submission of settlement offers (Rule 602).

⁹ 18 CFR § 385.2010 – Service (Rule 2010).

Respectfully Submitted,

/s/ Matthew L. Bly

Matthew L. Bly

Senior Counsel

American Electric Power Service Corporation

801 Pennsylvania Avenue, NW

Washington, DC 20004

202-383-3436

mlbly@aep.com

October 2, 2025
Washington, DC

cc: The Honorable Matthew J. Vlissides Jr.
FERC Trial Staff
All Parties

**UNITED STATES OF AMERICA
BEFORE THE
FEDERAL ENERGY REGULATORY COMMISSION**

Southwestern Electric Power Company	)	Docket Nos.	ER24-298-000
	)		ER24-299-000
	)		ER24-301-000
	)		ER24-302-000
	)		ER24-304-000
	)		ER24-305-000
	)		(consolidated)

EXPLANATORY STATEMENT

Pursuant to Rule 602 of the Rules of Practice and Procedure of the Federal Energy Regulatory Commission (“FERC” or “Commission”), 18 C.F.R. § 385.602 (2024), American Electric Power Service Corporation (“AEP”), on behalf of its affiliate Southwestern Electric Power Company (“SWEPCO”), respectfully submits this Explanatory Statement in support of the enclosed Settlement Agreement, which resolves all issues set for hearing in the above-captioned consolidated proceeding. No party to these consolidated proceedings opposes the Settlement.

This Explanatory Statement is provided solely to comply with Rule 602(c)(1)(ii) of the Commission’s Rules of Practice and Procedure, 18 C.F.R. § 385.602(c)(1)(ii) (2024). This Explanatory Statement is not intended to, and does not, alter any of the provisions of the Settlement Agreement. In the event of an inconsistency between the Explanatory Statement and the Settlement Agreement, the Settlement Agreement shall control.

I. BACKGROUND

On November 1, 2023, pursuant to section 205 of the Federal Power Act (“FPA”)¹⁰ and Part 35 of the Commission’s regulations,¹¹ AEP, on behalf of its affiliate SWEPCO, separately

¹⁰ 16 U.S.C. § 824d.

¹¹ 18 C.F.R. pt. 35 (2025).

submitted proposed revisions to six Power Supply Agreements (“PSA”) among or between SWEPCO and: (1) East Texas Electric Cooperative, Inc. (ETEC) and Northeast Texas Electric Cooperative, Inc. (“NTEC”) (together, “Texas Cooperatives”) (Docket No. ER24-298-000); (2) the City of Bentonville, Arkansas (“Bentonville”) (Docket No. ER24-299-000); (3) Hope Water and Light Commission (“Hope”) (Docket No. ER24-301-000); (4) the City of Minden, Louisiana (“Minden”) (Docket No. ER24-302-000); (5) NTEC (Docket No. ER24-304-000); and (6) the City of Prescott, Arkansas (“Prescott”) (Docket No. ER24-305-000).¹²

Each PSA is an individually negotiated arrangement pursuant to which SWEPCO meets the respective customer’s full or partial electrical requirements. Each of the six PSAs include an agreed-upon formula rate template (“Formula Rate”) through which SWEPCO recovers its demand and energy costs. Each of the Formula Rates provide for SWEPCO to recover depreciation expenses associated with its generation resources, where depreciation expense is based on a total company amount that is comprised of the weighted average of depreciation rates approved by the four jurisdictions in which SWEPCO operates: the Louisiana Public Service Commission (Louisiana Commission), the Arkansas Public Service Commission (Arkansas Commission), the Public Utility Commission of Texas (Texas Commission), and FERC.

In its November 1, 2023 filing, SWEPCO proposed to (1) update the depreciation rates used to calculate the depreciation expense in the Formula Rate contained in each PSA to reflect rates that have been approved by SWEPCO’s retail jurisdictions and (2) modify the Formula Rate in each PSA to recover the remaining unamortized balances of various retired generating assets

¹² The six PSAs have been designated as FERC Rate Schedule Nos. 129, 126, 125, 128, 119, and 127, respectively.

(“Retired Units”) consistent with SWEPCO’s retail jurisdictions.¹³ Regarding the depreciation component of SWEPCO’s filing, SWEPCO also proposed to revise the PSA’s depreciation rates for the FERC Wholesale portion to mirror those of the Louisiana retail jurisdiction. SWEPCO also proposed to update the PSA’s depreciation table to include composite rates for other production plant associated with the North Central Wind (“NCW”) project. With respect to the Retired Units, SWEPCO proposed to revise the Formula Rate contained in each PSA to treat certain Retired Units as regulatory assets and to allow for the recovery of and return on the regulatory assets associated with the Retired Units. Specifically, SWEPCO proposed to record the remaining net book value of the Retired Units in Account 182.3 (Other regulatory assets) and to recover these costs pursuant to an amortization schedule through Account 407 (Amortization of property losses, unrecovered plant and regulatory study costs).

II. PROCEDURAL HISTORY

In response to SWEPCO’s November 1, 2023 filings, the Commission established November 22, 2023 as the deadline for interested parties to submit interventions and protests.¹⁴ The Texas Cooperatives filed a timely motion to intervene in Docket No. ER24-298-000, Bentonville filed a timely motion to intervene in Docket No. ER24-299-000, Hope filed a timely motion to intervene in Docket No. ER24-301-000, NTEC filed a timely motion to intervene in Docket No. ER24-304-000, and Prescott filed a timely motion to intervene in Docket No. ER24-305-000.

¹³ The Retired Units include Dolet Hills Power Station (“Dolet Hills”), Pirkey Power Plant (“Pirkey”), Welsh Unit 2 (“Welsh 2”), Lone Star Unit 1 (“Lone Star 1”), and the Retired Gas Plants (i.e., Liberman Unit 2 (“Liberman 2”) and Knox Lee Units 2, 3, and 4 (“Knox Lee 2, 3, and 4”)).

¹⁴ See Combined Notice of Filings #2 (November 1, 2023).

On November 15, 2023, ETEC and NTEC filed a motion requesting an extension of time, from November 22, 2023, to December 1, 2023, to file comments on, or a protest to SWEPCO's filings under Docket Nos. ER24-298-000 and ER24-304-000. On November 20, 2023, Prescott filed an identical motion requesting an extension of time, from November 22, 2023, to December 1, 2023, to file comments on, or a protest to SWEPCO's filing under Docket No. ER24-305-000. On November 21, 2023 and November 28, 2023, the Commission issued a Notice of Extension of Time in Docket Nos. ER24-298-000 and ER24-304-000 and Docket No. ER24-305-000, respectively, extending the deadline for submitting comments on, or a protest to, SWEPCO's November 1, 2023 filings under Docket Nos. ER24-298-000, ER24-304-000, and ER24-305-000 to November 29, 2023.

On November 22, 2023, Bentonville, Hope, and Prescott (collectively, Joint Customers) filed a joint motion to consolidate and protest in Docket Nos. ER24-299-000, ER24-301-000, and ER24-305-000. On November 29, 2023, the Texas Cooperatives filed motions to consolidate, protest, and reject in Docket Nos. ER24-298-000 and ER24-304-000. On December 14, 2023, SWEPCO filed a motion for leave to answer and answer to the Joint Customers' November 22, 2023 filing and separately filed a motion for leave to answer and answers to the Texas Cooperatives' November 29, 2023 filing.

On December 29, 2023, the Commission issued an order in these proceedings (1) accepting SWEPCO's proposed revisions to the PSAs for filing; (2) suspending them for a nominal period, to become effective January 1, 2024, as requested, subject to refund; (3) granting SWEPCO's requested waiver of Part 35 of the Commission's regulations regarding submission of the full cost of service requirements; (4) granting the Joint Customers' request to consolidate all six

proceedings; and (5) setting SWEPCO's proposed PSA revisions for hearing and settlement judge procedures.¹⁵ No party requested rehearing of the Commission's December 29 Order.

On January 4, 2024, Chief Administrative Law Judge Andrew Satten designated Judge Matthew J. Vlissides Jr. as the Settlement Judge for this proceeding. Following such order, the parties and Commission Trial Staff actively engaged in settlement discovery, technical discussions, and settlement negotiations. Between February 27, 2024, and April 1, 2025, the parties and Commission Trial Staff participated in seven formal settlement conferences, which were convened by Judge Vlissides, on February 27, 2024, April 30, 2024, August 7, 2024, October 23, 2024, December 11, 2024, February 20, 2025, and April 1, 2025.

After dedicating substantial time and effort to discussing and negotiating the matters at issue in this proceeding, the Settling Parties reached an agreement in principle during the seventh settlement conference held on April 1, 2025. The enclosed Settlement formalizes that settlement in principle and represents a fair and reasonable resolution of all matters at issue in this proceeding.

III. SUMMARY OF SETTLEMENT AGREEMENT

A summary of the provisions of the Settlement Agreement follows.

ARTICLE 1: Background

Article 1 describes the factual and procedural background of this proceeding.

ARTICLE 2: Settling Parties

Article 2 and Attachment 1 identify a Settling Party as any party to this proceeding that either (i) files no comments regarding the Settlement Agreement; or (ii) files comments that affirmatively support, or do not oppose or seek modification of, any provisions of the Settlement Agreement. The "Settling Parties," are listed in Attachment 1 to the Settlement Agreement.

¹⁵ *Sw. Elec. Power Co.*, 185 FERC ¶ 61,246 (2023).

ARTICLE 3: Tariff Sheets and Workpaper

Article 3 addresses the revised tariff sheets and the workpaper.

Section 3.1 states that upon Commission approval of the Settlement Agreement in accordance with Section 11.1 or 11.2 of the Settlement Agreement, the Settling Parties agree to transact under the revised PSAs effective January 1, 2024. Any monetary difference between the charges billed under the PSAs and charges recalculated under the revised PSAs will be remitted no later than thirty days after the Settlement Agreement is approved by the Commission.

Section 3.2 specifies that Attachments 2 through 7 to the Settlement Agreement includes the Revised PSAs incorporating modifications agreed to by the Settling Parties.

Section 3.3 provides that each PSA will be modified to include the Regulatory Asset Amortization Workpaper that provides the agreed upon beginning balance of the unrecovered plant costs of the Retired Units is \$173,000,000 (Note E) and the initial annual amortization expense is \$21,000,000 for Rate Year 2024. It further states that the balance of the unrecovered plant costs of the Retired Units and the annual amortization expense will be used as inputs in determining the demand-related costs (see Notes C and D). Additionally, the Regulatory Asset Amortization Workpaper provides support regarding the annual costs of removal and dismantlement for the Retired Units on individual and aggregate bases which will adjust the balance of the unrecovered plant costs of the Retired Units recorded as a regulatory asset and the amount of the annual amortization expense.

ARTICLE 4: Depreciation Rates

Article 4 provides that, effective January 1, 2024, the depreciation rates used in the cost of service formulas under Exhibit B of each PSA (“Settlement Depreciation Rates”) will be the depreciation rates shown on the tariff sheets included as Attachments 2 through 7 to the Settlement.

ARTICLE 5: Accumulated Depreciation

Article 5 addresses the treatment of accumulated depreciation associated with the Retired Units.

Section 5.1 lists the jurisdictional balances in Account 108 for the Retired Units as of December 31, 2023.

Section 5.2 provides that, upon the effective date of the Settlement Agreement, SWEPCO will reclassify the FERC-jurisdictional amounts of all the Retired Units in Account 108 (Accumulated provision for depreciation of electric utility plant) to Account 182.2 (Unrecovered plant and regulatory study costs). Section 5.2 also states that (1) SWEPCO will treat the FERC-jurisdictional share of all the retired units as regulatory assets, (2) the FERC-jurisdictional share of the retired units will not be included in Account 108, and (3) the unrecovered plant costs of the Retired Units will not be recovered through depreciation expense.

Section 5.3 lists the jurisdictional balances in Account 108 for the Retired Units as of January 1, 2024 that will be used for billing purposes for this Settlement.

Section 5.4 clarifies that SWEPCO agrees to use Account 182.2 (Unrecovered plant and regulatory study costs) as the regulatory asset account solely for the purpose of settlement in this proceeding.

Section 5.5 explains that retail jurisdictional balances associated with Retired Units for which SWEPCO's retail regulators approved recovery through depreciation rates will remain in Account 108. It also provides that SWEPCO will not reallocate any such retail jurisdictional balances in Account 108 to the FERC jurisdictional regulatory asset.

Section 5.6 provides that cost of removal and dismantlement associated with the retail-jurisdictional balances identified in Section 5.1 will continue to be recorded in Account 108 as it

is spent. Section 5.5 also clarifies that the cost of removal associated with the retail -jurisdictional balances identified in Section 5.1 will only include amounts as expensed and approved by retail regulators and these costs will be excluded from the regulatory asset balances discussed in Article 6 of the Settlement Agreement.

Section 5.7 states that supporting documentation and work order documentation in support of the cost of removal amounts associated with the jurisdictional balances identified in Section 5.1 will be provided to customers annually through the true-up process.

Section 5.8 provides that, for wholesale ratemaking purposes, SWEPCO will remove the Account 108 balance as of December 31, 2023 for Pirkey Power Station (Texas retail), as shown in the table in Section 5.1, from the accumulated depreciation input of the rate base calculation. This Section 5.8 is subject to the conditions described in Article 6, Section 6.7 of the Settlement Agreement.

ARTICLE 6: Regulatory Assets

Article 6 addresses regulatory asset balances associated with the Retired Units.

Section 6.1 lists the jurisdictional unrecovered plant balances of the Retired Units recorded as Regulatory Assets as of December 31, 2023.

Section 6.2 identifies the effective jurisdictional plant balances of the Retired Units as of January 1, 2024 that will be used for billing purposes following the reclass identified in Section 5.2 of this Settlement.

Section 6.3 provides that, for ratemaking purposes, SWEPCO will include a regulatory asset input in the rate base calculation of the cost-of-service formulas under Exhibit B of each PSA.

Section 6.4 states that the initial balance of the unamortized plant balance to be included as an input to the rate base calculation in each PSA shall be \$173,000,000 as set forth in Note E to the Regulatory Asset Amortization Workpaper.

Section 6.5 allows SWEPCO to adjust the balance of the regulatory asset input in the rate base calculation of the cost-of-service formulas under Exhibit B of each PSA to reflect future cost of removal and dismantlement of the Retired Units as it is incurred.

Section 6.6 states that SWEPCO will provide to its FERC-jurisdictional customers on an annual basis supporting documentation and work order documentation to support the regulatory asset inputs, including future cost of removal and dismantlement adjustments to each retail and FERC-jurisdictional regulatory asset balances for each Retired Unit.

Section 6.7 discusses the potential ratemaking consequences associated with a decision by the Public Utility Commission of Texas (“PUCT”) allowing SWEPCO to recover the costs of the Pirkey Power Station through Texas retail rates. Specifically, Section 6.6 explains that, in the event of a decision by the PUCT allowing the recovery of costs of the Pirkey Power Station through Texas retail rates (“PUCT Decision”), such a decision by the PUCT will nullify Section 5.8 of the Settlement Agreement and SWEPCO will include the Texas-jurisdictional share of the Pirkey Power Station in rate base and in the cost-of-service in one of the following manners:

- (i) If the PUCT Decision requires regulatory asset treatment of the Pirkey Power Station, SWEPCO will adjust the inputs to the cost-of-service formulas under Exhibit B of each PSA to include the Texas-jurisdictional amount approved for recovery by the Texas Decision. The changes to these inputs will be identified on the Regulatory Asset Amortization Workpaper.
- (ii) If the PUCT Decision allows recovery through future depreciation rates, SWEPCO will make a filing with FERC to update the depreciation table in each of the PSAs to include the Texas-jurisdictional amount approved for recovery by the Texas Decision.

Section 6.7 explains that the intent of this provision is to ensure that the Texas-jurisdictional component of SWEPCO's depreciation expense, and the associated composite depreciation rate calculated by the cost-of-service formulas under Exhibit B of each PSA, consistently and correctly reflects the PUCT's treatment of Pirkey Power Station cost recovery. As such, in the event of a PUCT Decision allowing the recovery of costs of the Pirkey Power Station through Texas retail rates, SWEPCO will ensure that the rate base treatment of Pirkey Power Station's Texas-jurisdictional share follows the PUCT's determinations regarding the method of cost recovery (i.e., regulatory asset treatment or future depreciation), effective date, and amortization period, as may be applicable.

Section 6.8 defines the effective date for any ratemaking changes related to the Texas Decision described in Section 6.7.

ARTICLE 7: Regulatory Asset Amortization

Article 7 addresses SWEPCO's recovery of regulatory asset amortization expense.

Section 7.1 states that for ratemaking purposes, SWEPCO will include the annual amortization expense of the regulatory asset as an input to production-related operation and maintenance expense in the cost-of-service formulas as defined in the Regulatory Asset Amortization Workpaper.

Section 7.2 states that the amount of the initial annual amortization expense for Rate Year 2024 is \$21,000,000, as set forth in the Regulatory Asset Amortization Workpaper.

Section 7.3 states that the amount of the annual amortization expense will be adjusted to reflect future approved retail amortization periods and amounts, as well as the adjustments to the regulatory asset balance associated with costs of removal and dismantlement and the expiration of amortization amounts.

Section 7.4 provides that the FERC-jurisdictional regulatory asset balances will be amortized through Rate Year 2038.

ARTICLE 8: Welsh Unit 2 Amortization

Article 8 states that the Settling Parties agree SWEPCO inadvertently amortized the FERC share of Welsh Unit 2 beginning in February of 2023. SWEPCO will provide refunds to the customers, with interest, in the form of credits reflected in SWEPCO's invoices for service provided in the month in which the Settlement Agreement becomes effective. These credits will include interest at the applicable FERC interest rate in accordance with 18 C.F.R. § 35.19(a) (2024) and will be supported by a worksheet prepared by SWEPCO.

ARTICLE 9: FERC Audit in Docket No. FA24-2-000

Article 9 stipulates that nothing in the Settlement Agreement prohibits additional refunds ordered to be provided to customers as a result of the FERC audit under Docket No. FA24-2-000.

ARTICLE 10: Tariff Revisions and Implementation

Section 10.1 provides that the tariff sheets showing the agreed upon revisions to the cost-of-service formulas under Exhibit B of each PSA are included as Attachments 2 through 7 to the Settlement Agreement.

Section 10.2 specifies that SWEPCO will recalculate the cost-of-service under the revised PSAs and provide refunds to customers no later than thirty (30) days after which the Settlement Agreement is approved by the Commission.

ARTICLE 11: Commission Approval of the Settlement Agreement

Article 11 sets forth what constitutes Commission approval of the Settlement Agreement.

Section 11.1 states that Commission approval of the Settlement Agreement will occur on the date upon which the Commission issues a final order approving the Settlement Agreement in

full accordance with the terms therein and without conditions or modifications (“Approval Order”), or if approved with condition or modification, in accordance with Section 11.2 of the Settlement Agreement.

Section 11.2 provides that if the Commission conditions approval or acceptance of the Settlement Agreement or requires its modification, the Settlement Agreement will be deemed withdrawn and not effective until and unless the Settling Parties, within 21 business days of such order either accept the Commission’s modifications or conditions, or modify the Settlement to address or obviate the Commission’s concerns.

ARTICLE 12: Modifications / Standard of Review

Article 12 discusses the standard of review of the Settlement Agreement.

Section 12.1 states that (a) the “public interest standard” set forth in *United Gas Pipe Line v. Mobile Gas Service Corp.*, 350 U.S. 332 (1956), *Federal Power Commission v. Sierra Pacific Power Co.*, 350 U.S. 348 (1956), and *Morgan Stanley Capital Group, Inc. v. Public Utility District No. 1 of Snohomish County*, 554 U.S. 527 (2008) (“*Morgan Stanley*”), will govern the Commission’s consideration of any modification of the Settlement Agreement proposed by a Settling Party unilaterally or with the concurrence of less than all Settling Parties, and (b) the “ordinary” just and reasonable standard of review discussed in *Morgan Stanley* will govern the Commission’s consideration of any modification to the Settlement Agreement that is proposed by the Commission itself acting *sua sponte*.

Section 12.2 provides that the Settlement Agreement does not constitute precedent or establish a “settled practice” as that term is interpreted in *Public Service Commission of New York v. FERC*, 642 F.2d 1335 (D.C. Cir. 1980).

ARTICLE 13: Other Matters

Article 13 contains standard settlement provisions.

Section 13.1 states that the Settlement Agreement embodies the entirety of the agreement among the Settling Parties and there are no other oral understandings.

Section 13.2 provides that the Settlement Agreement is not severable and does not become operative unless approved by the Commission in accordance with its terms.

Section 13.3 states that the Settling Parties will cooperate to obtain an Approval Order.

Section 13.4 explains that discussions leading up to the Settlement Agreement are confidential and cannot be used in proceedings except to enforce the terms of the Settlement.

Section 13.5 states that the Settlement Agreement creates no precedent and does not constitute admissions by either Settling Party.

Section 13.6 sets forth that no provision of the Settlement Agreement may be waived other than through an executed waiver.

Section 13.7 provides that the Settlement Agreement is binding upon successors and assigns.

Section 13.8 states that captions are only for convenience and do not affect the terms of the Settlement Agreement.

Section 13.9 provides that ambiguities will not be construed in favor or against any Settling Party.

Section 13.10 stipulates that the Settling Parties' representatives are authorized to execute the Settlement Agreement.

Section 13.11 states that the Attachments to the Settlement Agreement are incorporated by reference as part of the Settlement Agreement.

Section 13.12 explains that the Settlement Agreement may be executed in counterparts.

Section 13.13 provides that all notices, demands, and other communications will be in writing and be delivered to the representatives designated for notice in the PSAs.

IV. REQUIRED INFORMATION

In accordance with the Chief Administrative Law Judge's December 15, 2016 Amended Notice Regarding Settlement Agreements¹⁶, SWEPCO provides the following information:

A. Does the settlement affect other pending cases?

The Settling Parties are not aware of any pending cases that would be affected by the Settlement Agreement.

B. Does the settlement involve issues of first impression?

The Settling Parties are not aware of any issues of first impression raised by the Settlement Agreement.

C. Does the settlement depart from Commission precedent?

The Settling Parties are not aware of any departures from Commission precedent.

D. Does the settlement seek to impose a standard of review other than the ordinary just and reasonable standard with respect to any changes to the settlement that might be sought by either a third party or the Commission acting *sua sponte*?

Section 12.1 of the Settlement Agreement states that the ordinary "just and reasonable" standard of review will govern the Commission's consideration of any modification to the Settlement Agreement that is proposed by the Commission itself acting *sua sponte*. Because each PSA is an individually negotiated bilateral arrangement pursuant to which SWEPCO meets the PSA customer's full or partial electrical requirements, the Settlement Agreement does not provide third parties the right to seek changes under the ordinary just and reasonable standard of review.

¹⁶ *Amended Notice to the Public on Information to be Provided with Settlement Agreements and Guidance on the Role of Settlement Judges*, FERC (Dec. 15, 2016).

IV. CONCLUSION

For the foregoing reasons, the Settlement Agreement is in the public interest, and SWEPCO respectfully requests that the Commission approve it.

Respectfully Submitted,

/s/ Matthew L. Bly

Matthew L. Bly

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October 2, 2025
Washington, DC

cc: The Honorable Matthew J. Vlissides Jr.
FERC Trial Staff
All Parties

UNITED STATES OF AMERICA BEFORE THE FEDERAL ENERGY REGULATORY COMMISSION			
Southwestern Electric Power Company	)	Docket Nos.	ER24-298-000
	)		ER24-299-000
	)		ER24-301-000
	)		ER24-302-000
	)		ER24-304-000
	)		ER24-305-000
	)		(consolidated)
SETTLEMENT AGREEMENT			

This Settlement Agreement (“Settlement Agreement” or “Settlement”) is made pursuant to Rule 602 of the Rules of Practice and Procedure of the Federal Energy Regulatory Commission (“Commission” or “FERC”), 18 C.F.R. § 385.602 (2024), by and among Southwestern Electric Power Company (“SWEPCO”) and the parties listed in Attachment 1 to the Settlement Agreement (each a “Settling Party” or “Party” and collectively the “Settling Parties”).

ARTICLE 1: BACKGROUND

1.1 On November 1, 2023, pursuant to section 205 of the Federal Power Act (“FPA”) and Part 35 of the Commission’s regulations, American Electric Power Service Corporation, on behalf of its affiliate SWEPCO, separately submitted proposed revisions to six Power Supply Agreements (“PSA”) among or between SWEPCO and: (1) East Texas Electric Cooperative, Inc. and Northeast Texas Electric Cooperative, Inc. (“NTEC”) (together, “Texas Cooperatives”) (Docket No. ER24-298-000); (2) the City of Bentonville, Arkansas (“Bentonville”) (Docket No. ER24-299-000); (3) Hope Water and Light Commission (“Hope”) (Docket No. ER24-301-000); (4) the City of Minden, Louisiana (“Minden”)

(Docket No. ER24-302-000); (5) NTEC (Docket No. ER24-304-000); and (6) the City of Prescott, Arkansas (“Prescott”) (Docket No. ER24-305-000).

- 1.2 On December 29, 2023, the Commission issued an order in these proceedings (1) accepting SWEPCO’s proposed revisions to the PSAs for filing; (2) suspending them for a nominal period, to become effective January 1, 2024, as requested, subject to refund; (3) granting SWEPCO’s requested waiver of Part 35 of the Commission’s regulations regarding submission of the full cost of service requirements; (4) consolidating all six proceedings; and (5) setting SWEPCO’s proposed PSA revisions for hearing and settlement judge procedures.
- 1.3 The Settling Parties enter into this Settlement Agreement to resolve all issues in these consolidated proceedings.

ARTICLE 2: SETTling PARTIES

- 2.1 Article 2 and Attachment 1 identify a Settling Party as any party to this proceeding that either (i) files no comments regarding the Settlement Agreement; or (ii) files comments that affirmatively support, or do not oppose or seek modification of, any provisions of the Settlement Agreement. The “Settling Parties” are listed in Attachment 1 to the Settlement Agreement.

ARTICLE 3: TARIFF SHEETS AND WORKPAPER

- 3.1 Upon Commission approval of the Settlement Agreement in accordance with Section 11.1 or 11.2 of the Settlement Agreement, the Settling Parties agree to transact under the revised PSAs effective January 1, 2024. Any monetary difference between the charges billed under

the PSAs and charges recalculated under the revised PSAs will be remitted no later than thirty (30) days after the Settlement Agreement is approved by the Commission.

- 3.2 The Revised PSAs include modifications agreed to by the Settling Parties as reflected in Attachments 2 through 7 to this Settlement Agreement. Attachments 2 through 7 include both clean and redlined tariffs.
- 3.3 Each PSA will be modified to include a Regulatory Asset Amortization Workpaper that provides the initially settled unrecovered plant balance of \$173,000,000 (see Note E) used to establish the regulatory asset input used for ratemaking purposes and that the balance of the regulatory asset will be updated to include future cost of removal of Welsh Unit 2, Dolet Hills Power Station, Retired Gas Plants (i.e., Lieberman Unit 2 and Knox Lee Units 2, 3, and 4), Lone Star Unit 1, and Pirkey Power Station (“the Retired Units”) (Note F). It also explains that SWEPCO shall use either the 13-monthly average or the beginning of the year/end of the year average balance on Lines 14 or 15 as an input to rate base in determining the demand-related costs (see Note D). The Regulatory Asset Amortization Workpaper provides the initial amount of amortization expense of \$21,000,000 for Rate Year 2024 that will be used as an input to the production operation and maintenance expense in determining the demand-related costs (see Notes A and B) and explains that annual amortization amount may be adjusted (see Note C). The Regulatory Asset Amortization Workpaper also provides support regarding the annual costs of removal and dismantlement for the Retired Units on individual and aggregate bases (See Note G and supporting Regulatory Asset Amortization Workpaper tabs).

ARTICLE 4: DEPRECIATION RATES

4.1 Effective January 1, 2024, the depreciation rates used in the cost of service formulas under Exhibit B of each PSA (“Settlement Depreciation Rates”) will be the depreciation rates shown on the tariff sheets included as Attachments 2 through 7 to this Settlement. These depreciation rates reflect the following modifications:

- 4.1.1 Remove escalation costs for terminal retirement cost of removal on all production units included for the FERC wholesale jurisdictional depreciation rates,
- 4.1.2 Zero out Pirkey Power Station depreciation rates for all retail and wholesale jurisdictions,
- 4.1.3 Revise the decommissioning contingency factor to 8% for the FERC Wholesale jurisdiction, and
- 4.1.4 Adjust the FERC Wholesale jurisdiction and Total Company weighted average composite depreciation rate for the North Central Wind (“NCW”) project by revising allocation factors for all rate jurisdictions for NCW project and allocating NCW plant assets to the jurisdictions using the jurisdictional Allocation Factors used for all other production plant assets and recomputing the weighted average depreciation rate for each rate jurisdiction and the Total Company weighted average composite depreciation rate.
- 4.1.5 Include footnotes stating that the FERC-jurisdictional allocation factors for NCW will not be grossed up to reflect any impact of retail decision

on such allocation factors and that the depreciation rates do not include any investment for the Retired Units.

ARTICLE 5: ACCUMULATED DEPRECIATION

5.1 The following table memorializes the jurisdictional balances of the Retired Units that were included in Account 108 as of December 31, 2023.

Unit	FERC	AR	LA	TX
Welsh Unit 2	\$6,086,491	\$12,434,450	\$25,882,013	N/A
Dolet Hills Power Station	\$10,530,660	N/A	N/A	N/A
Retired Gas Plants	\$699,601	\$1,690,049	\$2,982,944	N/A
Lone Star	\$189,815	\$458,542	\$809,329	N/A
Pirkey Power Station	\$14,919,759	N/A	N/A	\$67,061,106

5.2 Upon the effective date of the Settlement Agreement, SWEPCO will reclassify the FERC-jurisdictional amounts of all the Retired Units in Account 108 (Accumulated provision for depreciation of electric utility plant) to Account 182.2 (Unrecovered plant and regulatory study costs). The FERC-jurisdictional share of the Retired Units will be treated as regulatory assets, will not be included in Account 108, and will not be recovered through depreciation expense.

5.3 The following table identifies the effective Account 108 balances as of January 1, 2024 that will be used for billing purposes for this Settlement.

Unit	FERC	AR	LA	TX
Welsh Unit 2	\$0	\$12,434,450	\$25,882,013	N/A
Dolet Hills Power Station	\$0	N/A	N/A	N/A
Retired Gas Plants	\$0	\$1,690,049	\$2,982,944	N/A

Lone Star	\$0	\$458,542	\$809,329	N/A
Pirkey Power Station	\$0	N/A	N/A	\$67,061,106

- 5.4 SWEPCO agrees to use Account 182.2 (Unrecovered plant and regulatory study costs) as the regulatory asset account solely for the purpose of settlement in this proceeding.
- 5.5 Retail-jurisdictional balances associated with Retired Units for which SWEPCO's retail regulators approved recovery through depreciation expense will remain in Account 108 and SWEPCO will not reallocate any such retail jurisdictional unrecovered plant balances in Account 108 to the FERC jurisdictional amount of the unrecovered plant balances in the regulatory asset.
- 5.6 Cost of removal and dismantlement associated with the retail jurisdictional balances identified in Section 5.1 will continue to be recorded to Account 108 as it is spent. Cost of removal and dismantlement associated with the retail jurisdictional balances identified in Section 5.1 will only include amounts as expensed and allowed by retail regulators and these costs will be excluded from the regulatory asset balances discussed in Article 6 of the Settlement Agreement.
- 5.7 Supporting documentation and work order documentation in support of the cost of removal and dismantlement amounts associated with the FERC-jurisdictional balances identified in Section 5.1 will be provided to customers annually through the true-up process.
- 5.8 For wholesale ratemaking purposes, SWEPCO will remove the Account 108 balance as of December 31, 2023 for Pirkey Power Station (Texas retail), as shown in the table in Section 5.1, from the accumulated depreciation input of the rate base calculation. This Section 5.8 is subject to the conditions described in Article 6, Section 6.7 of the Settlement Agreement.

ARTICLE 6: REGULATORY ASSETS

- 6.1 The following table memorializes the jurisdictional unrecovered plant balances of the Retired Units that were recorded as Regulatory Assets as of December 31, 2023.

Unit	FERC	AR	LA	TX
Welsh Unit 2	\$0	\$0	\$0	\$14,417,518
Dolet Hills Power Station	\$0	\$17,343,205	\$40,809,211	\$31,909,182
Retired Gas Plants	\$0	\$0	\$0	\$1,524,132
Lone Star	\$0	\$0	\$0	\$853,463
Pirkey Power Station	\$0	\$35,231,943	\$65,807,762	\$0

- 6.2 The following table identifies the effective jurisdictional plant balances of the Retired Units as of January 1, 2024 that will be used for billing purposes following the reclass identified in Section 5.2 of this agreement.

Unit	FERC	AR	LA	TX
Welsh Unit 2	\$6,086,491	\$0	\$0	\$14,417,518
Dolet Hills Power Station	\$10,530,660	\$17,343,205	\$40,809,211	\$31,909,182
Retired Gas Plants	\$699,601	\$0	\$0	\$1,524,132
Lone Star	\$189,815	\$0	\$0	\$853,463
Pirkey Power Station	\$14,919,759	\$35,231,943	\$65,807,762	\$0

- 6.3 For ratemaking purposes, SWEPCO will include the plant balances identified on the Regulatory Asset Amortization Workpaper as inputs for the Regulatory Asset component of the rate base calculation of the cost-of-service formulas under Exhibit B of each PSA.

- 6.4 The Settling Parties agree that initial balance of the unamortized plant balance to be included as an input to the rate base calculation in each PSA shall be \$173,000,000 as set forth in Note E of the Regulatory Asset Amortization Workpaper.
- 6.5 The Settling Parties agree SWEPCO shall adjust the balance of the regulatory asset input in the rate base calculation of the cost-of-service formulas under Exhibit B of each PSA to reflect future cost of removal and dismantlement of the Retired Units as it is incurred.
- 6.6 SWEPCO shall complete the Regulatory Asset Amortization Workpaper on an annual basis and provide supporting documentation and work order documentation to support the regulatory asset inputs, including future cost of removal adjustments to each retail and FERC-jurisdictional regulatory asset balance for each Retired Unit.
- 6.7 In the event of a decision by the Public Utility Commission of Texas (“PUCT”) allowing the recovery of costs of the Pirkey Power Station through Texas retail rates (“PUCT Decision”), such a decision by the PUCT will nullify Section 5.8 of the Settlement Agreement and SWEPCO will include the Texas-jurisdictional share of the Pirkey Power Station in rate base and the cost-of-service in one of the following manners:
- (i) If the PUCT Decision requires regulatory asset treatment of the Pirkey Power Station, SWEPCO will adjust the inputs to the cost-of-service formulas under Exhibit B of each PSA to include the Texas-jurisdictional amount approved for recovery by the Texas Decision. The changes to these inputs will be identified on the Regulatory Asset Amortization Workpaper.
 - (ii) If the PUCT Decision allows recovery through future depreciation rates, SWEPCO will make a filing with FERC to update the depreciation table in each of the PSAs to include the Texas-jurisdictional amount approved for recovery by the Texas Decision.

The intent of this provision is to ensure that the Texas-jurisdictional component of SWEPCO's depreciation expense, and the associated composite depreciation rate calculated by the cost-of-service formulas under Exhibit B of each PSA, consistently and correctly reflects the PUCT's treatment of Pirkey Power Station cost recovery. As such, in the event of a decision by the PUCT allowing the recovery of costs of the Pirkey Power Station through Texas retail rates, SWEPCO will ensure that the rate base treatment of Pirkey Power Station's Texas-jurisdictional share follows the PUCT's determinations regarding the method of cost recovery (i.e., regulatory asset treatment or future depreciation), effective date, and amortization period, as may be applicable.

- 6.8 The provisions described in Sections 6.7(i) and 6.7(ii) above will be effective as of the date of the PUCT Decision and any future amortization included in the PSAs will reflect the amortization period set by the PUCT.

ARTICLE 7: REGULATORY ASSET AMORTIZATION

- 7.1 For ratemaking purposes, SWEPCO will include the annual amortization expense of the regulatory asset as an input to production-related operation and maintenance expense in the cost-of-service formulas as defined by Notes A, B, and C in the Regulatory Asset Amortization Workpaper.
- 7.2 The Regulatory Asset Amortization Workpaper sets forth the initial annual amortization amount of \$21,000,000 for Rate Year 2024 as set forth in Line 1 of the Regulatory Asset Amortization Input section of the Regulatory Asset Amortization workpaper.
- 7.3 The amount of the annual amortization expense in subsequent rate years will be adjusted to reflect future approved retail amortization periods and amounts, as well as adjustments

to the regulatory asset balance associated with costs of removal and dismantlement, the expiration of amortization amounts, and any future recovery of Pirkey as discussed in Section 6.6. Details of such amounts will be provided annually on Line 3 of the Regulatory Asset Amortization Input section of the Regulatory Asset Amortization workpaper in the Regulatory Asset Amortization Workpaper.

- 7.4 FERC-jurisdictional regulatory asset balances will be amortized through Rate Year 2038.

ARTICLE 8: WELSH UNIT 2 AMORTIZATION

- 8.1 The Settling Parties agree SWEPCO inadvertently amortized the FERC jurisdictional share of Welsh Unit 2 beginning in February of 2023. SWEPCO will provide refunds to the customers, with interest, in the form of credits reflected in SWEPCO's invoices for service provided no later than thirty (30) days after which the Settlement Agreement becomes effective. These credits will include interest at the applicable FERC interest rate in accordance with 18 C.F.R. § 35.19(a) (2024) and will be supported by a worksheet prepared by SWEPCO.

ARTICLE 9: FERC AUDIT IN DOCKET NO. FA24-2-000

- 9.1 Nothing in the Settlement Agreement prohibits additional refunds ordered to be provided to customers as a result of the FERC audit under Docket No. FA24-2-000.

ARTICLE 10: TARIFF REVISIONS AND IMPLEMENTATION

- 10.1 To implement this Settlement Agreement, each PSA will be revised, effective January 1, 2024, as agreed upon and shown in the tariff sheets included as Attachments 2 through 7 to the Settlement Agreement.

- 10.2 For Rate Year 2024, SWEPCO will recalculate the cost-of-service under the revised PSAs and will provide refunds to customers no later than thirty (30) days after which the Settlement Agreement is approved by the Commission.

ARTICLE 11: COMMISSION APPROVAL OF THE SETTLEMENT

AGREEMENT

- 11.1 Commission approval of the Settlement Agreement will occur on the date upon which the Commission issues a final order approving the Settlement Agreement in full accordance with the terms therein and without conditions or modifications (“Approval Order”), or if approved with condition or modification, in accordance with Section 11.2 of the Settlement Agreement.
- 11.2 If the Commission conditions approval or acceptance of the Settlement Agreement or requires its modification, the Settlement Agreement will be deemed withdrawn and not effective until and unless the Settling Parties, within 21 business days of such order, either accept the Commission’s modifications or conditions, or modify the Settlement to address or obviate the Commission’s concerns.

ARTICLE 12: MODIFICATIONS / STANDARD OF REVIEW

- 12.1 The “public interest standard” set forth in *United Gas Pipe Line v. Mobile Gas Service Corp.*, 350 U.S. 332 (1956), *Federal Power Commission v. Sierra Pacific Power Co.*, 350 U.S. 348 (1956), and *Morgan Stanley Capital Group, Inc. v. Public Utility District No. 1 of Snohomish County*, 554 U.S. 527 (2008) (“*Morgan Stanley*”), will govern the Commission’s consideration of any modification of the Settlement Agreement proposed by a Settling Party unilaterally or with the concurrence of less than all Settling Parties. The

“ordinary” just and reasonable standard of review discussed in Morgan Stanley will govern the Commission’s consideration of any modification to the Settlement Agreement that is proposed by all Settling Parties, the Commission itself acting *sua sponte*, or by a third party.

- 12.2 This Settlement Agreement does not constitute precedent or establish a “settled practice” as that term is interpreted in *Public Service Commission of New York v. FERC*, 642 F.2d 1335 (D.C. Cir. 1980).

ARTICLE 13: OTHER MATTERS

- 13.1 This Settlement Agreement embodies the entirety of the agreement among the Settling Parties and there are no other oral understandings.
- 13.2 This Settlement Agreement is not severable and does not become operative unless approved by the Commission in accordance with its terms.
- 13.3 The Settling Parties will cooperate to obtain an Approval Order.
- 13.4 Discussions leading up to the Settlement Agreement are confidential and cannot be used in proceedings except to enforce the terms of the Settlement Agreement.
- 13.5 The Settlement Agreement creates no precedent and does not constitute admissions by either Settling Party.
- 13.6 No provision of the Settlement Agreement may be waived other than through an executed waiver.
- 13.7 This Settlement Agreement is binding upon successors and assigns.
- 13.8 Captions are only for convenience and do not affect the terms of the Settlement Agreement.
- 13.9 Ambiguities will not be construed in favor or against any Settling Party.

- 13.10 The Settling Parties' representatives are authorized to execute the Settlement Agreement.
- 13.11 The Attachments to the Settlement Agreement are incorporated by reference as part of the Settlement Agreement.
- 13.12 The Settlement Agreement may be executed in counterparts.
- 13.13 All notices, demands, and other communications will be in writing and be delivered to the representatives designated for notice in the PSAs.

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Settlement Agreement on their behalf as of the date first above written.

Southwestern Electric Power Company

City of Bentonville, AR

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Northeast Texas Electric Cooperative, Inc.

City of Prescott, AR

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

East Texas Electric Cooperations, Inc.

Hope Water and Light Commission

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO APPROVE THE FERC SETTLEMENT AGREEMENT WITH AEP; AND FOR OTHER PURPOSES.

WHEREAS, The City of Bentonville desires to approve a settlement agreement with AEP at FERC.

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 approve the FERC settlement with AEP.

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:		Submitted By:	
Phone:		For Department(s):	
Email:			

Item Type (Check all that apply)

<input type="checkbox"/> Informational	<input type="checkbox"/> Bid Award	<input type="checkbox"/> Enter into an Agreement	<input type="checkbox"/> Change Order
<input type="checkbox"/> Recognizing Funds	<input type="checkbox"/> Budget Adjustment	<input type="checkbox"/> Waiver of Bid	<input type="checkbox"/> Emergency Clause
<input type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Informational	

Title, Recommendation & Justification

Title:	
Action Recommendation & Justification:	
Additional Comments for Consideration (Optional):	

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

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

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

Fund(s) Impacted

(check all that apply)

General Fund **Utility Fund** **Street Fund** **Other(s):** _____

Budget Impact Notes for Consideration (Optional):



CITY OF BENTONVILLE, ARKANSAS PURCHASING AND COMPLIANCE DEPARTMENT

FORMAL SEALED BID TABULATION

Date of Bid Opening:	9/9/2025	Time of Bid Opening:	1:30 PM	IFB-25-63
-----------------------------	----------	-----------------------------	---------	-----------

Solicitation Title: Asphalt Materials Quarter 4

Bidders:				Garrett Excavating, Inc. .		Emery Sapp & Sons, Inc.		APAC-Central, Inc.	
Line Item	Estimated Quantity	Unit of Measure	Description	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	1000	Ton	ACHM 9.5MM Superpave PG 64 - 22 (NO RAS): per AHTD 2014 Specifications Section 407	77.75	\$77,750.00	72.89	\$72,890.00		
2	1000	Ton	ACHM 12.5MM Superpave PG 64 - 22 (NO RAS): per AHTD 2014 Specifications Section 407	73.44	\$73,440.00	71.9	\$71,900.00		
3	1	Lump Sum	Start Up Price for Plant – Estimated One (1) Event each year	\$500.00	\$500.00	\$0.00	\$0.00		
4	1	Hour	Provider Delivery – Cost per Hour est. 12 hrs per day	\$110.00	\$110.00	\$117.71	\$117.71		
Total Bid Price				\$151,800.00		\$144,907.71		Bid Rejected During Bid Opening	

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

TABULATION VERIFICATION



Tanya Moore
Purchasing and Compliance Specialist



Kelsi Frederick
Purchasing and Compliance Manager

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO
A CONTRACT WITH EMERY SAPP & SONS, INC. FOR ASPHALT MATERIALS;
AND FOR OTHER PURPOSES.**

WHEREAS, Emery Sapp & Sons, Inc. is the lowest responsive bidder for bid IFB-25-63;

WHEREAS, this contract covers the purchase of asphalt materials, per the unit prices, as required for street surface repairs and street resurfacing;

WHEREAS, this will be paid with budgeted funds and 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 a contract with Emery Sapp & Sons, Inc. for asphalt materials, per the unit pricing.

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:		Submitted By:	
Phone:		For Department(s):	
Email:			

Item Type (Check all that apply)

<input type="checkbox"/> Informational	<input type="checkbox"/> Bid Award	<input type="checkbox"/> Enter into an Agreement	<input type="checkbox"/> Change Order
<input type="checkbox"/> Recognizing Funds	<input type="checkbox"/> Budget Adjustment	<input type="checkbox"/> Waiver of Bid	<input type="checkbox"/> Emergency Clause
<input type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Informational	

Title, Recommendation & Justification

Title:	
Action Recommendation & Justification:	
Additional Comments for Consideration (Optional):	

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

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

Account Number (ORG-OBJECT)	Account Description	\$	\$
		Expense	Revenue
		\$	\$
		Expense	Revenue
		\$	\$
		Expense	Revenue
		\$	\$
		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: 9/30/2025
Re: Adult Recreation Center Furniture – Moser Corporation

A Resolution to Enter into an Agreement with Moser Corporation

I am writing to formally request a resolution to Enter into an Agreement with Moser Corporation for the purchase of furniture at the Adult Recreation Center.

Bentonville Parks and Recreation has previously utilized the services of Moser Corporation in the furnishing of the Bentonville Community Center and the Downtown Activity Center. Through both processes, Moser Corporation provided high quality products and excellent customer service.

Moser Corporation is locally owned and operated out of Rogers, AR.

The total cost of all furnishings is \$368,345.97. Moser Corporation provided TIPS Contract Pricing under Contract #240301. This is a budgeted expense.

I believe that entering into this agreement will offer the residents of Bentonville valuable and quality furnishings at the Adult Recreation Center. If you have questions concerning this item, please email me at ghughes@bentonvillear.com or call 479.696.0204.

Attachments:

Moser Corporation - Furniture Quote



MEMORANDUM

PURCHASING AND COMPLIANCE DEPARTMENT

TO: ADMINISTRATION

FROM: Kelsi Frederick, Purchasing and Compliance Manager

DATE: October 14, 2025

SUBJECT: The purchase of furniture for the Adult Recreation Center

The Purchasing and Compliance Department has reviewed the documentation and pricing provided by Parks and Recreation for the purchase of furniture from Moser Corporation under TIPS Contract #240301. The total cost of furnishings is \$368,345.97 and includes office, lobby, café, social, classroom, and fitness area furniture for the new Adult Recreation Center.

Based on the review of the contract documentation, pricing, and cooperative purchasing compliance, the Purchasing Department finds the request to be both justified and compliant. Therefore, Purchasing supports Council approval of the resolution to enter into an agreement with Moser Corporation for the purchase of furniture for the Adult Recreation Center.

Please feel free to contact me with any questions.

Kelsi Frederick

(479) 271-3115

kfrederick@bentonvillear.com

Moser Coporation

Dana Flora

The Furniture Lady

601 N 13th St

Rogers, AR 72756

918-688-3262

dflora@mosercorporation.com

Adult Recreation Center

TIPS Contract Pricing

Contract #240301

Bentonville Parks & Recreation

Josh Stacey












Recreation Services Manager

1101 SW Citizens Circle

Bentonville, AR 72713

479-696-0204

jstacey@bentonvillear.com

Item	Tag	Previe	Qty	Mfg	Part Number	Option Group	Part Description	List	Sell	Ext Sell
1	LOBBY		4	KIM	N83GH4WX		IDARA,HIGHBACK,4 LEG,WOOD,CONTRAST CF STINSON GRADE L PRINTEMPS MARINE CF STINSON GRADE L PRINTEMPS MARINE MAHARAM GRADE C LARIAT NAVY MONTEREY	\$ 5,920.00	\$ 2,545.60	\$ 10,182.40
					CFSL PRI 66689 CFSL PRI 66689 MHMC 440401 021 YO	BACK UPHOLSTERY GRADE BACK UPHOLSTERY PATTERN COLOR EXTREME BACK UPH GRADE EXTREME BACK UPH PATTERN COLOR SEAT UPHOLSTERY GRADE SEAT UPHOLSTERY PATTERN COLOR FINISH				
2	LOBBY		1	SIT	PAS.FS1.OS2		PASEA LARGE ROUND OTTOMAN	\$ 2,450.00	\$ 1,400.00	\$ 1,400.00
					LBC3 TM3 TL16 USU FG5 LARIAT 25-0070941-0209 P1	Base Color Table Top Selection Laminate Finishes Top Center Power Type Selection Fabric Option Single Upholstered Fabric Grade 5 Selection Lariat Color Selection Packaging	Slate Laminate Top Frosty White No Selection Single Upholstered Fabric/Vinyl Grade 5 Lariat Standard Color Selection Lariat No FR 021 Navy Fully assembled in carton			
3	Lobby		1	HON	HASB3MF		Astir Three Seat Bench Multi-Fabric	\$ 4,317.00	\$ 2,096.83	\$ 2,096.83
					\$(2) .WP 21 \$(4) .LIV1 25 .DW LFW1	Seat Cushion Fabric Opts Grade 2 Fab Whisper Vinyl Back/Frame Fabric Opts Grade 4 Fab Livi with Supreen Select Foot Option Select Foot Color	Grade 2 Uph Whisper Vinyl Cappuccino Grade 4 Uph Livi with Supreen Twine Dowel Wood Florence Walnut			
sub							Subtotal			\$ 13,679.23
4	Fireplace Lobby		1	HON	HASB3MF		Astir Three Seat Bench Multi-Fabric	\$ 4,317.00	\$ 2,096.83	\$ 2,096.83
					\$(2) .WP 21 \$(4) .LIV1 25 .DW LFW1	Seat Cushion Fabric Opts Grade 2 Fab Whisper Vinyl Back/Frame Fabric Opts Grade 4 Fab Livi with Supreen Select Foot Option Select Foot Color	Grade 2 Uph Whisper Vinyl Cappuccino Grade 4 Uph Livi with Supreen Twine Dowel Wood Florence Walnut			
5	Fireplace Lobby		2	HON	HCWPT		15" x 17" Personal Table	\$ 485.00	\$ 221.71	\$ 443.42
					\$(L1STD) .LFW1 .FW \$(P1) P7L	Laminate Grade Options Select Grade 1 Laminate Finish Select Edgeband Color Paint Grade Options Select Grade 1 Paint	Grd L1 Standard Laminate Florence Walnut Florence Walnut P1 Paint Opts Textured Loft			
6	Fireplace Lobby		3	KIM	88NA2422TRDLW		WIXLER, 24WX22H, TABLE, ROUND, HPL	\$ 2,969.00	\$ 1,276.67	\$ 3,830.01
					STD YO YO	LAMINATE GROUP LAMINATE COLOR LEG FINISH	STANDARD LAMINATE MONTEREY MONTEREY			
7	Fireplace Lobby		2	KIM	N10PSQ1616		TOSS,PILLOW,16DX16W,SQUARE	\$ 231.00	\$ 99.33	\$ 198.66
					F2 1 14120	FILL INSERT UPHOLSTERY GRADE PRIMARY UPH PATTERN COLOR	RELAXED FILL GRADE 1 MELANGE DIJON			
8	Fireplace Lobby		3	KIM	N83GH4WX		IDARA, HIGHBACK, 4 LEG, WOOD, CONTRAST	\$ 5,157.00	\$ 2,217.51	\$ 6,652.53
					MOMD 09210100 DTJ 3086 902 DTJ 3086 902 YO	BACK UPHOLSTERY GRADE BACK UPHOLSTERY PATTERN COLOR EXTREME BACK UPH GRADE EXTREME BACK UPH PATTERN COLOR SEAT UPHOLSTERY GRADE SEAT UPHOLSTERY PATTERN COLOR FINISH	MOMENTUM GRADE D HOBNOB TEAL DESIGNTEX GRADE J PENTIMENTO PEACOCK DESIGNTEX GRADE J PENTIMENTO PEACOCK MONTEREY			
9	Fireplace Lobby		1	KIM	N90CC		MONTEREY, THREE SEAT LOUNGE	\$ 6,869.00	\$ 2,953.67	\$ 2,953.67
					MOMD 09210199 YO	UPHOLSTERY GRADE PRIMARY UPH PATTERN COLOR FINISH	MOMENTUM GRADE D FLOCK TWINE MONTEREY			
10	Fireplace Lobby		4	KIM	N94L1A		JOVALIE, 1 SEAT LOUNGE	\$ 5,203.00	\$ 2,237.29	\$ 8,949.16
					MOMD 09210100 X	UPHOLSTERY GRADE PRIMARY UPH PATTERN COLOR GROMMET	MOMENTUM GRADE D HOBNOB TEAL NO GROMMET			
11	Fireplace Lobby		2	KIM	WW154834PBLL		WAVEWORKS, 15DX48WX34H, PLANTER BOX, TFL	\$ 1,477.00	\$ 635.11	\$ 1,270.22
					PB	CHASSIS LAMINATE COLOR	PORTOBELLO			

Moser Coporation

Dana Flora

The Furniture Lady

601 N 13th St

Rogers, AR 72756

918-688-3262

dflora@mosercorporation.com

Adult Recreation Center

TIPS Contract Pricing

Contract #240301

Bentonville Parks & Recreation

Josh Stacey

Recreation Services Manager

1101 SW Citizens Circle

Bentonville, AR 72713

479-696-0204

jstacey@bentonvillear.com

Item	Tag	Previe	Qty	Mfg	Part Number	Option Group	Part Description	List	Sell	Ext Sell
12	Fireplace Lobby		1	SIT	PAS.FS1.OS2		BASEA LARGE ROUND OTTOMAN	\$ 2,450.00	\$ 1,400.00	\$ 1,400.00
					LBC3 TM3 TL16 ~ USU FG5 HOBNOB ~ P1	Base Color Table Top Selection Laminate Finishes Top Center Power Type Selection Fabric Option Single Upholstered Fabric Grade 5 Selection Hobnob Color Selection Packaging	Slate Laminate Top Frosty White No Power Single Upholstered Fabric/Vinyl Grade 5 Hobnob Standard Color Selection No Selection Fully assembled in carton			
sub							Subtotal			\$ 27,794.50
13	Cafe / Dining		16	Falcon	BR-1080		Ravenna Wood Arm Chair	\$ 1,415.00	\$ 909.64	\$ 14,554.24
						Upholstery: Frame:	Carnegie 6382 Botanic WBF259 Natural Tint			
14	Cafe / Dining		1	Falcon	Freight		Freight Charges	\$ 0.00	\$ 1,200.00	\$ 1,200.00
15	Cafe / Dining		4	Falcon	71120.7993-38.41		Polyurethane Edge Top Table Top	\$ 864.00	\$ 555.43	\$ 2,221.72
					Edge Detail: Laminate: Edge Color:		Knife Edge 7993-38 Florence Walnut 41 Bark			
16	Cafe / Dining		4	Falcon	4802-22		4800 Series Table Base	\$ 482.00	\$ 309.86	\$ 1,239.44
					Finish: Glides:		Standard Height 29" T58 Bronze Metallic SLG4 Super Leveler Glides			
17	CAFE		4	KIM	WW154834PBLL		WAVEWORKS, 15DX48WX34H, PLANTER BOX, TFL	\$ 1,477.00	\$ 635.11	\$ 2,540.44
					PB	CHASSIS LAMINATE COLOR	PORTOBELLO			
sub							Subtotal			\$ 21,755.84
18	Multipurpose Room Chairs		130	Howe	40/4.B1.PA100		40/4 Stacking Chair with Arms	\$ 736.00	\$ 473.14	\$ 61,508.20
						Frame: Polyamide (DPB)	B1 Chrome PA100 Howe Gray Felt Glides Non-Linking			
19	Multipurpose Room Chairs		5	Howe	40/4 DOLLY		Dolly for 40/4 Stacking Arm Chairs	\$ 875.00	\$ 562.50	\$ 2,812.50
						Capacity: Casters: Finish:	25 Armchairs Swivel + Fixed Casters B10 Howe Gray			
20	Multipurpose Room Chairs		1	Howe	FRT		Freight Charges	\$ 0.00	\$ 1,715.00	\$ 1,715.00
21	MultiPurpose Rooms		2	SAF	8912		Impromptu Lectern	\$ 894.00	\$ 574.71	\$ 1,149.42
					GR	Color Option	Metallic Gray			
sub							Subtotal			\$ 67,185.12
22	MULTI-PURPOSE - RECT TABLES		16	HON	HMVR-2472G-NS		Motivate Table Rect 24Dx72W 2mm Edge Nesting Base	\$ 1,722.00	\$ 787.20	\$ 12,595.20
					.N \$(L1STD) .LAHC .LOFT .C \$(P1) .LOFT	Select Grommet Location Select Grade Select Grade 1 Laminate Finish Select Edge Color Select Caster/Glide Option Select Paint Grade Select Grade 1 Paint	No Grommets Grd L1 Standard Laminates Handspun Chestnut Loft Caster P1 Paint Opts Loft			
23	MULTI-PURPOSE - RECT TABLES		16	HON	HMAGANG		Interlink IQ Elect Ganging Hardware	\$ 151.00	\$ 69.03	\$ 1,104.48
sub							Subtotal			\$ 13,699.68
24	ZEN Multipurpose Room Tables		8	Mity	CT72SBB0F000F000		ABS ROUND TABLE 72" (6FT)	\$ 1,071.00	\$ 691.43	\$ 5,531.44
							Top: Speckled Beige Bottom: Brown Trim ABS Brown Leg:Brown Sand Wishbone 29"			
25	ZEN Multipurpose Room Tables		2	Mity	CRTCT42-72BLK56		Cart; Holds 42"-72" Round Tables	\$ 1,388.00	\$ 991.43	\$ 1,982.86
							Holds 5 ABS Round Tables, 72"Round			
26	ZEN Multipurpose Room Tables		4	Mity	RT3072SBB0F000F0000		ABS RECTANGLE TABLE 30" X 72"	\$ 628.00	\$ 412.86	\$ 1,651.44
							Top: Speckled Beige Bottom: Brown Trim ABS Brown Leg:Brown Sand Wishbone 29"			
27	ZEN Multipurpose Room Tables		1	Mity	CRT3072FBLK2		Cart; Holds 30x72 Rectangular Tables Holds 10 ABS Rectangle Tables, 30x...	\$ 805.00	\$ 575.71	\$ 575.71
28	ZEN Multipurpose Room Tables		1	Mity	Freight		Freight Quote 168140	\$ 0.00	\$ 1,133.94	\$ 1,133.94
sub							Subtotal			\$ 10,875.39
29	BREAKROOM		2	HON	HTLD36		Preside 36" Round Shaped Laminate Top	\$ 580.00	\$ 265.14	\$ 530.28
					.G LOFT .N \$(L1STD) .LAHC	Edge Option Select Edge Finish Select Grommet Select Laminate Select Grade 1 Laminate Finish	2MM/Flat Loft No Grommets Grd L1 Standard Laminates Handspun Chestnut			

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Adult Recreation Center

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Bentonville Parks & Recreation

Josh Stacey











Recreation Services Manager

1101 SW Citizens Circle

Bentonville, AR 72713

479-696-0204

jstacey@bentonvillear.com

Item	Tag	Previe	Qty	Mfg	Part Number	Option Group	Part Description	List	Sell	Ext Sell
30	BREAKROOM		2	HON	HTFXM29		Preside 29.5H X-Base for 36 & 42 Tops	\$ 710.00	\$ 324.57	\$ 649.14
					\$(P1) P8T	Paint Selection Select Grade 1 Paint	P1 Paint Opts Titanium			
31	BREAKROOM		4	HON	HPMMV-L1PO		Etch Chairs (2/Cartron)	\$ 664.00	\$ 322.51	\$ 1,290.04
					TE P8V RE AA	Glides Frame Color Polymer Shell Color Arm	Titanium Nylon Glide Titanium Regatta Blue Armless 2/Cartron x 4 Cartons = 8 Chairs			
sub							Subtotal			\$ 2,469.46
32	CONFERENCE		1	HON	HTLC48168		Preside 168W x 48D Rectangular Shaped Laminate Top	\$ 2,192.00	\$ 1,002.06	\$ 1,002.06
					.G FC .G2 \$(L2STD) LFC1	Edge Option Select Edge Finish Select Grommet Select Laminate Select Grade 2 Laminate Finish	2MM/Flat Fawn Cypress Cut Out For Flip Top Port Grd L2 Standard Laminates Fawn Cypress			
33	CONFERENCE		2	HON	HTG2PWR-3P-1U-W		ElloraB G2 Fiptop-3 AC Pwr-1 Dual USB-A-Qi Lid	\$ 1,189.00	\$ 543.54	\$ 1,087.08
					BLK	Select Paint Color	Black			
34	CONFERENCE		1	HON	HT29FB48168		Preside 29.5H Footed Base for 42 and 48x168 Top	\$ 2,275.00	\$ 1,040.00	\$ 1,040.00
					\$(P1) P	Paint Selection Select Grade 1 Paint	P1 Paint Opts Black			
35	CONFERENCE		2	HON	HJTRGH24		24" Cable Management Tray - Black Only	\$ 103.00	\$ 35.31	\$ 70.62
					P	Select Paint Color	Black			
36	CONFERENCE		1	HON	HTFWMGR29		Wire manager for 29H footed base 1/pk	\$ 177.00	\$ 80.91	\$ 80.91
					\$(P1) P	Paint Selection Select Grade 1 Paint	P1 Paint Opts Black			
37	CONFERENCE		1	BD-MFG	*Custom HTLCRED72 \$(L2STD) LFC1 .FC \$(L2STD) LFC1 .G .C	Laminate Top Selection Select Grade 2 Laminate Finish Select Edge Color Laminate Chassis Selection Select Grade 2 Laminate Finish Select Pull Back Cutout Selection	Custom 20x72 36H Hospitality Credenza Grd L2 Standard Laminates Fawn Cypress Fawn Cypress Grd L2 Standard Laminates Fawn Cypress Loop Black Vent Cutout NEED REFRIGERATOR DIMENSIO...	\$ 4,500.00	\$ 2,571.43	\$ 2,571.43
38	CONFERENCE		10	HON	HCFEU		Cofix Executive Height Chair	\$ 1,336.00	\$ 648.91	\$ 6,489.10
					W0 STC F .H \$(2) .WP 21 .SLB TC00 SB	Select Control Option Select Cylinder Option Select Arm Type Select Caster Option Select Upholstery Grade 2 Fab Whisper Vinyl Back Stitch Opts Stitch Color Opts Select Base Type	Weight Activated Standard Cylinder Fixed Black Hard Caster Grade 2 Uph Whisper Vinyl Cappuccino Solid Stitch Coordinating Standard Base			
39	CONFERENCE		2	HON	HASB3MF		Astir Three Seat Bench Multi-Fabric	\$ 4,317.00	\$ 2,096.83	\$ 4,193.66
					\$(2) .WP 21 \$(4) .LIV1 25 .DW LFW1	Seat Cushion Fabric Opts Grade 2 Fab Whisper Vinyl Back/Frame Fabric Opts Grade 4 Fab Livi with Supreen Select Foot Option Select Foot Color	Grade 2 Uph Whisper Vinyl Cappuccino Grade 4 Uph Livi with Supreen Twine Dowel Wood Florence Walnut			
sub							Subtotal			\$ 16,534.86
40	LIFEGUARD OFFICE		2	HON	HMVR-1872G-FX		Motivate Table Rect 18Dx72W2mm Edge Fixed Base	\$ 1,288.00	\$ 588.80	\$ 1,177.60
					.N \$(L1STD) .LAHP .LOFT .C \$(P1) LOFT	Select Grommet Location Select Grade Select Grade 1 Laminate Finish Select Edge Color Select Caster/Glide Option Select Paint Grade Select Grade 1 Paint	No Grommets Grd L1 Standard Laminates Handspun Pearl Loft Caster P1 Paint Opts Loft			
41	LIFEGUARD OFFICE		2	HON	HMAGANG		Interlink IQ Elect Ganging Hardware	\$ 151.00	\$ 69.03	\$ 138.06
sub							Subtotal			\$ 1,315.66
42	OPEN OFFICE		8	HON	HHATW2870CT		70W x 28D Rect Worksurface - C/T Base	\$ 828.00	\$ 283.89	\$ 2,271.12
					\$(L2STD) LFC1 .FC .X .P	Laminate Top Selection Select Grade 2 Laminate Finish Select Edgeband Color Select Grommet Select Color Option	Grd L2 Standard Laminates Fawn Cypress Fawn Cypress No Grommet Black			

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Item	Tag	Previe	Qty	Mfg	Part Number	Option Group	Part Description	List	Sell	Ext Sell
43	OPEN OFFICE		8	HON	HHATB2S2LC		2 Stage 2 Leg Rectangle C Foot	\$ 1,134.00	\$ 518.40	\$ 4,147.20
					\$(P1) .LOFT	Select Paint Grade	P1 Paint Opts			
					.X	Select Paint Color	Loft			
					.UD	Select Glide	Standard Glide			
						Select Keypad	Basic Up/Down			
44	OPEN OFFICE		8	Fellowes	CONCEAL		Cord Manager Spine	\$ 88.00	\$ 50.29	\$ 402.32
					WHT	Finish	White			
45	OPEN OFFICE		8	Fellowes	NETTA-24		Mesh Wire Management Channel,	\$ 161.00	\$ 92.00	\$ 736.00
					U	Finish	24W Undefined			
46	OPEN OFFICE		8	HON	H15923A		Flagship B/F Mobile Ped 22H x15W x	\$ 834.00	\$ 285.94	\$ 2,287.52
					.X \$(P1) .LOFT	Lock/Omt Opts	OMT Core to Order Key Alike			
						Select Paint Color	P1 Paint Opts			
						Select Grade 1 Paint	Loft			
47	OPEN OFFICE		1	HON	HF23C		Lock Core Replacement Kit Brushed	\$ 70.00	\$ 32.00	\$ 32.00
					.X201E	Select Key Number	Chrome 201E			
48	OPEN OFFICE		1	HON	HF23C		Lock Core Replacement Kit Brushed	\$ 70.00	\$ 32.00	\$ 32.00
					.X202E	Select Key Number	Chrome 202E			
49	OPEN OFFICE		1	HON	HF23C		Lock Core Replacement Kit Brushed	\$ 70.00	\$ 32.00	\$ 32.00
					.X203E	Select Key Number	Chrome 203E			
50	OPEN OFFICE		1	HON	HF23C		Lock Core Replacement Kit Brushed	\$ 70.00	\$ 32.00	\$ 32.00
					.X204E	Select Key Number	Chrome 204E			
51	OPEN OFFICE		1	HON	HF23C		Lock Core Replacement Kit Brushed	\$ 70.00	\$ 32.00	\$ 32.00
					.X205E	Select Key Number	Chrome 205E			
52	OPEN OFFICE		1	HON	HF23C		Lock Core Replacement Kit Brushed	\$ 70.00	\$ 32.00	\$ 32.00
					.X206E	Select Key Number	Chrome 206E			
53	OPEN OFFICE		1	HON	HF23C		Lock Core Replacement Kit Brushed	\$ 70.00	\$ 32.00	\$ 32.00
					.X207E	Select Key Number	Chrome 207E			
54	OPEN OFFICE		1	HON	HF23C		Lock Core Replacement Kit Brushed	\$ 70.00	\$ 32.00	\$ 32.00
					.X208E	Select Key Number	Chrome 208E			
55	OPEN OFFICE		24	HON	HRVF5036P		Panel Frame 50H x 36W	\$ 397.00	\$ 136.11	\$ 3,266.64
					\$(P1) .LOFT	Select Paint Color	P1 Paint Opts			
						Select Grade 1 Paint	Loft			
56	OPEN OFFICE		48	HON	HRVT0736T		Around 7.5H x 36W Fabric Tackable	\$ 128.00	\$ 43.89	\$ 2,106.72
					\$(A) .NBLE 37	Fabric Selection	Tile Grd A Fabric			
						Grd A Fab	Noble			
						Noble	Pitch			
57	OPEN OFFICE		48	HON	HRVT0736T		Around 7.5H x 36W Fabric Tackable	\$ 131.00	\$ 44.91	\$ 2,155.68
					\$(B) .TP 70	Fabric Selection	Tile Grd B Fabric			
						Grd B Fab	Tempest			
						Select Tempest Fabric	Tumbleweed			
58	OPEN OFFICE		48	HON	HRVT3036T		Around Fabric Tile 30H x 36W	\$ 192.00	\$ 65.83	\$ 3,159.84
					\$(B) .TP 70	Fabric Selection	Grd B Fabric			
						Grd B Fab	Tempest			
						Select Tempest Fabric	Tumbleweed			
59	OPEN OFFICE		8	HON	HRVT0736FF		Frameless Glass 7.5H x 36W Flat	\$ 803.00	\$ 275.31	\$ 2,202.48
					.R \$(P1) .LOFT	Select Glass	Frosted Glass			
						Select Paint Color	P1 Paint Opts			
						Select Grade 1 Paint	Loft			
60	OPEN OFFICE		8	HON	HRVT0772FF		Frameless Glass 7.5H x 72W Flat	\$ 1,315.00	\$ 450.86	\$ 3,606.88
					.R \$(P1) .LOFT	Select Glass	Frosted Glass			
						Select Paint Color	P1 Paint Opts			
						Select Grade 1 Paint	Loft			
61	OPEN OFFICE		96	HON	HRVFSB36		Around 36"W Segment Bar	\$ 36.00	\$ 12.34	\$ 1,184.64
62	OPEN OFFICE		16	HON	HH871236		Electrical Power Harness 36W 3-1 &	\$ 301.00	\$ 103.20	\$ 1,651.20
							2-2 Systems			
63	OPEN OFFICE		8	HON	HH873501		Circuit 1	\$ 65.00	\$ 22.29	\$ 178.32
					.LOFT	Select Color	Loft			
64	OPEN OFFICE		8	HON	HH873502		Circuit 2	\$ 65.00	\$ 22.29	\$ 178.32
					.LOFT	Select Color	Loft			

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Item	Tag	Previe	Qty	Mfg	Part Number	Option Group	Part Description	List	Sell	Ext Sell
65	OPEN OFFICE		4	HON	HH879072		Base In-Feed Cable Base 3-1 & 2-2 Systems	\$ 336.00	\$ 115.20	\$ 460.80
66	OPEN OFFICE		8	HON	HRVC50PFF		Finished End Flat 50H	\$ 140.00	\$ 48.00	\$ 384.00
					\$(P1) .LOFT	Select Paint Color Select Grade 1 Paint	P1 Paint Opts Loft			
67	OPEN OFFICE		4	HON	HRVC50PLF		"L" 90 degree Painted Connector Flat 50H	\$ 227.00	\$ 77.83	\$ 311.32
					\$(P1) .LOFT	Select Paint Color Select Grade 1 Paint	P1 Paint Opts Loft			
68	OPEN OFFICE		4	HON	HRVC50PTF		"T" 3-way Painted Connector Flat 50H	\$ 227.00	\$ 77.83	\$ 311.32
					\$(P1) .LOFT	Select Paint Color Select Grade 1 Paint	P1 Paint Opts Loft			
69	OPEN OFFICE		4	HON	HRVC65PWF		Wall Starter Kit Flat 65H	\$ 264.00	\$ 90.51	\$ 362.04
					\$(P1) .LOFT	Select Paint Color Select Grade 1 Paint	P1 Paint Opts Loft			
70	OPEN OFFICE		8	HON	HNR1		HON Nucleus Recharged Task Chair	\$ 1,172.00	\$ 569.26	\$ 4,554.08
					.Y1 .STC .A .H .RM30 \$(4) .LIV1 25 .DW .SB .DW X	Control Type Select Cylinder Option Select Arm Type Select Caster Option Select Back Select Upholstery Grade 4 Fab Livi with Supreen Twine Select Lumbar Option Select Base Type Select Frame Color DW Frame Color	Synchro-Tilt w/ Seat Slider Standard Cylinder Height - Width Adj Arms Hard Caster Linen Grade 4 Uph Livi with Supreen Twine Designer White Adj Lumbar Standard Base Designer White Frame Color			
sub							Subtotal			\$ 36,174.44
71	PRIVATE OFFICES		6	HON	HNLBW3672		72W x 36D Bow Worksurface	\$ 939.00	\$ 469.50	\$ 2,817.00
					.G FC .T1 \$(L2STD) .LFC1	Select Edge Detail Edgeband Color Selection Select Grommet Color Select Top Laminate Color Select Grade 2 Laminate Finish	Smooth Flat Fawn Cypress Platinum Grd L2 Standard Laminates Fawn Cypress			
72	PRIVATE OFFICES		6	HON	HLSLZ5SC72		60"W External Stiffener	\$ 168.00	\$ 84.00	\$ 504.00
					.P	Select Color Option	Black			
73	PRIVATE OFFICES		6	HON	HSDMP729		Full-Hgt 29-1/2Hx72W Mod Pnl	\$ 329.00	\$ 112.80	\$ 676.80
					\$(P1) .LOFT	Select Paint Color Select Grade 1 Paint	P1 Paint Opts Loft			
74	PRIVATE OFFICES		12	HON	HSDEP3029F		30"D End-Panel Supports: Freestanding	\$ 316.00	\$ 108.34	\$ 1,300.08
					\$(P1) .LOFT	Select Paint Color Select Grade 1 Paint	P1 Paint Opts Loft			
75	PRIVATE OFFICES		2	HON	HNLBW3684		84W x 36D Bow Worksurface	\$ 1,035.00	\$ 517.50	\$ 1,035.00
					.G FC .T1 \$(L2STD) .LFC1	Select Edge Detail Edgeband Color Selection Select Grommet Color Select Top Laminate Color Select Grade 2 Laminate Finish	Smooth Flat Fawn Cypress Platinum Grd L2 Standard Laminates Fawn Cypress			
76	PRIVATE OFFICES		2	HON	HLSLZ5SC84		72"W External Stiffener	\$ 168.00	\$ 84.00	\$ 168.00
					.P	Select Color Option	Black			
77	PRIVATE OFFICES		2	HON	HNLMP8428		84W x 27-7/8H Modesty / Back Panel	\$ 511.00	\$ 255.50	\$ 511.00
					.X \$(L1STD) .LOFT	Select Grommet Color Select Laminate Color Select Grade 1 Laminate Finish	No Grommet Grd L1 Standard Laminates Loft			
78	PRIVATE OFFICES		2	HON	HNLEP3028L		1-1/8Wx29-1/8Dx28-1/2H End Panel for 30D Left	\$ 340.00	\$ 170.00	\$ 340.00
					.X \$(L1STD) .LOFT	Select Grommet Color Select Laminate Color Select Grade 1 Laminate Finish	No Grommet Grd L1 Standard Laminates Loft			
79	PRIVATE OFFICES		2	HON	HNLEP3028R		1-1/8Wx29-1/8Dx28-1/2H End Panel for 30D Right	\$ 340.00	\$ 170.00	\$ 340.00
					.X \$(L1STD) .LOFT	Select Grommet Color Select Laminate Color Select Grade 1 Laminate Finish	No Grommet Grd L1 Standard Laminates Loft			
80	PRIVATE OFFICES		2	HON	HNL11SUPP		1-1/8Wx10-1/2Dx28-1/2H Support Brace	\$ 222.00	\$ 111.00	\$ 222.00
					\$(L1STD) .LOFT	Select Laminate Color Select Grade 1 Laminate Finish	Grd L1 Standard Laminates Loft			

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Item	Tag	Previe	Qty	Mfg	Part Number	Option Group	Part Description	List	Sell	Ext Sell
81	PRIVATE OFFICES		8	HON	HHATB2S2LC		2 Stage 2 Leg Rectangle C Foot	\$ 1,134.00	\$ 518.40	\$ 4,147.20
					\$(P1) .LOFT .X .UD	Select Paint Grade Select Paint Color Select Glide Select Keypad	P1 Paint Opts Loft Standard Glide Basic Up/Down			
82	PRIVATE OFFICES		5	HON	HHATW2448CT		48W x 24D Rect Worksurface - C/T Base	\$ 552.00	\$ 189.26	\$ 946.30
					\$(L2STD) .LFC1 .FC .X	Laminate Top Selection Select Grade 2 Laminate Finish Select Edgeband Color Select Grommet	Grd L2 Standard Laminates Fawn Cypress Fawn Cypress No Grommet			
83	PRIVATE OFFICES		3	HON	HHATW2460CT		60W x 24D Rect Worksurface - C/T Base	\$ 658.00	\$ 225.60	\$ 676.80
					\$(L2STD) .LFC1 .FC .X .P	Laminate Top Selection Select Grade 2 Laminate Finish Select Edgeband Color Select Grommet Select Color Option	Grd L2 Standard Laminates Fawn Cypress Fawn Cypress No Grommet Black			
84	PRIVATE OFFICES		3	HON	HLSLZ5SC60		48"W External Stiffener	\$ 149.00	\$ 74.50	\$ 223.50
					.P	Select Color Option	Black			
85	PRIVATE OFFICES		8	HON	HHATPWRMOD2S		Telescoping Wire Chase 2S HAT Solution	\$ 1,137.00	\$ 389.83	\$ 3,118.64
					.AC .DWT \$(P1) .LOFT	Last Port Options Color/Finish Options Select Paint Select Grade 1 Paint	USB - A/C White P1 Paint Opts Loft			
86	PRIVATE OFFICES		8	HON	HJTRGH24		24" Cable Management Tray - Black Only	\$ 103.00	\$ 35.31	\$ 282.48
					.P	Select Paint Color	Black			
87	PRIVATE OFFICES		8	HON	H15923A		Flagship B/F Mobile Ped 22H x15W x 22-7/8D/A Pull	\$ 854.00	\$ 292.80	\$ 2,342.40
					.L \$(P1) .LOFT	Lock/Omt Opts Select Paint Color Select Grade 1 Paint	Standard Random Key Lock P1 Paint Opts Loft			
88	PRIVATE OFFICES		2	HON	HSTSP652424LBBF		Contain 65Hx24Wx24D Side AcsTwr Plinth LamFrnt LH BBF	\$ 3,674.00	\$ 1,679.54	\$ 3,359.08
					.BX .A PR0 \$(P1) .LOFT \$(L2STD) .LFC1 .L	Select Base Type Select Pull Type Select Pull Color Select Case Paint Select Grade 1 Paint Select Laminate Select Grade 2 Laminate Finish Select Lock Option	Recessed Plinth Arch Anodized Silver P1 Paint Opts Loft Grd L2 Standard Laminates Fawn Cypress Lock			
89	PRIVATE OFFICES		1	HON	HSTSP652424LFFL		Contain 65Hx24Wx24D Side AcsTwr Plinth LamFrnt LH FF	\$ 3,601.00	\$ 1,646.17	\$ 1,646.17
					.BX .A PR0 \$(P1) .LOFT \$(L2STD) .LFC1 .L	Select Base Type Select Pull Type Select Pull Color Select Case Paint Select Grade 1 Paint Select Laminate Select Grade 2 Laminate Finish Select Lock Option	Recessed Plinth Arch Anodized Silver P1 Paint Opts Loft Grd L2 Standard Laminates Fawn Cypress Lock			
90	PRIVATE OFFICES		4	HON	H9185LSNA		Flagship Lat 64 1/4"x36" w/Open Shelves/A Pulls	\$ 2,952.00	\$ 1,349.49	\$ 5,397.96
					.X \$(P1) .LOFT	Lock/Omt Opts Select Paint Color Select Grade 1 Paint	OMT Core to Order Key Alike P1 Paint Opts Loft			
91	PRIVATE OFFICES		2	HON	H105535		10500 Series Bookcase 5-shelf 36Wx13-1/8Dx71H	\$ 1,150.00	\$ 575.00	\$ 1,150.00
					\$(L2STD) .LFC1 .LFC1	Select Top Laminate Color Select Top Laminate Color Select Chassis Laminate Color	Grd L2 Standard Laminates Fawn Cypress Fawn Cypress			
92	PRIVATE OFFICES		1	HON	HTLD42		Preside 42" Round Shaped Laminate Top	\$ 635.00	\$ 290.29	\$ 290.29
					.G .LOFT .N \$(L1STD) .LOFT	Edge Option Select Edge Color Select Grommet Select Laminate Select Grade 1 Laminate Finish	2MM/Flat Loft No Grommets Grd L1 Standard Laminates Preside			
93	PRIVATE OFFICES		1	HON	HTFXM29		Preside 29.5H X-Base for 36 & 42 Tops	\$ 710.00	\$ 324.57	\$ 324.57
					\$(P1) .LOFT	Paint Selection Select Grade 1 Paint	P1 Paint Opts Loft			
94	PRIVATE OFFICES		1	HON	HTLD36		Preside 36" Round Shaped Laminate Top	\$ 604.00	\$ 276.11	\$ 276.11
					.G .FC .N \$(L2STD) .LFC1	Edge Option Select Edge Color Select Grommet Select Laminate Select Grade 2 Laminate Finish	2MM/Flat Fawn Cypress No Grommets Grd L2 Standard Laminates Fawn Cypress			

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
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95	PRIVATE OFFICES		1	HON	HTFXM42		Preside 42.5H X-Base for 36 & 42 Tops	\$ 844.00	\$ 385.83	\$ 385.83
					\$(P1) .LOFT	Paint Selection Select Grade 1 Paint	P1 Paint Opts Loft			
96	PRIVATE OFFICES		2	HON	HICS7		Ignition Cafe Height Stool 4-leg Frame	\$ 901.00	\$ 437.63	\$ 875.26
					.F .E .RM30 \$(2) .RM 30 .PK7	Select Arm Type Select Caster/Glide Option Select Back Select Upholstery Grade 2 Fab Spectrum Mesh Select Frame Color	Fixed Nylon Glide Linen Grade 2 Uph Spectrum Mesh Linen Textured Designer White			
97	PRIVATE OFFICES		11	HON	HNR1		HON Nucleus Recharged Task Chair	\$ 1,223.00	\$ 594.03	\$ 6,534.33
					.Y2 .STC .A .H .RM30 \$(4) .LIV 25 .DW .SB .DW X	Control Type Select Cylinder Option Select Arm Type Select Caster Option Select Back Select Upholstery Grade 4 Fab Livi with Supreen Select Lumbar Option Select Base Type Select Frame Color DW Frame Color	Advanced Synchro-Tilt Standard Cylinder Height - Width Adj Arms Hard Caster Linen Grade 4 Uph Livi with Supreen Twine Designer White Adj Lumbar Standard Base Designer White Frame Color			
98	PRIVATE OFFICES		20	HON	HNR6		HON Nucleus Recharged Guest Chair	\$ 819.00	\$ 397.80	\$ 7,956.00
					.F .E .RM30 \$(2) .WP 17 .DW X .PK7	Select Arm Type Select Caster Option Select Back Select Upholstery Grade 2 Fab Whisper Vinyl Select Frame Color DW Frame Color Select Base Frame Color	Fixed Arm Glide Linen Grade 2 Uph Whisper Vinyl Bone Designer White Frame Color Textured Designer White			
99	OFFICES 109-111		3	HON	HHATM3S3LT		Max 3 Stage 3 Leg T Foot	\$ 2,632.00	\$ 1,203.20	\$ 3,609.60
					\$(P1) .LOFT .X .UD	Select Paint Grade Select Paint Color Select Glide Select Keypad	P1 Paint Opts Loft Standard Glide Basic Up/Down			
100	OFFICES 109-111		3	HON	HHATB2S2LT		2 Stage 2 Leg Rectangle T Foot	\$ 1,134.00	\$ 518.40	\$ 1,555.20
					\$(P1) .LOFT .S .UD	Select Paint Grade Select Paint Color Select Glide Select Keypad	P1 Paint Opts Loft Slide Glide Basic Up/Down			
101	OFFICES 109-111		3	HON	HHABCSTRPK		Caster Pack	\$ 97.00	\$ 44.34	\$ 133.02
102	OFFICES 109-111		3	HON	HHATPWRMOD3S		Telescoping Wire Chase 3S HAT Solution	\$ 1,163.00	\$ 398.74	\$ 1,196.22
					.AC .DWT \$(P1) .LOFT	Last Port Options Color/Finish Options Select Paint Select Grade 1 Paint	USB - A/C White P1 Paint Opts Loft			
103	OFFICES 109-111		3	HON	HWV95BBRP		Systems 72x48x30x30Rt Corner Cove Worksurface Edgeband	\$ 1,228.00	\$ 684.17	\$ 2,052.51
					\$(L2STD) .LFC1 .FC .LOFT	Select Laminate Select Grade 2 Laminate Finish Select Edgeband Color Select Grommet Color	Grd L2 Standard Laminates Fawn Cypress Fawn Cypress Loft			
104	OFFICES 109-111		3	HON	HWR3024P		Systems Rectangular Worksurface Edgeband 30D x 24W	\$ 471.00	\$ 262.41	\$ 787.23
					\$(L2STD) .LFC1 .FC .LOFT	Select Laminate Select Grade 2 Laminate Finish Select Edgeband Color Select Grommet Color	Grd L2 Standard Laminates Fawn Cypress Fawn Cypress Loft			
105	OFFICES 109-111		3	HON	HWR3066PN		Systems Rect Wksfc Edgeband 30D x 66W No Grom	\$ 813.00	\$ 452.96	\$ 1,358.88
					\$(L2STD) .LFC1 .FC	Select Laminate Select Grade 2 Laminate Finish Select Edgeband Color	Grd L2 Standard Laminates Fawn Cypress Fawn Cypress			
106	OFFICES 109-111		3	HON	HHN831130		Flat Bracket 30D	\$ 95.00	\$ 52.93	\$ 158.79
					.S	Select Color Option	Charcoal			
107	OFFICES 109-111		6	HON	HJTRGH36		36" Cable Management Tray - Black Only	\$ 126.00	\$ 43.20	\$ 259.20
					.P	Select Paint Color	Black			

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108	OFFICES 109-111		3	HON	H15923A		Flagship B/F Mobile Ped 22H x15W x 22-7/8D/A Pull	\$ 834.00	\$ 285.94	\$ 857.82
					X \$(P1) LOFT	Lock/Omt Opts Select Paint Color Select Grade 1 Paint	OMT Core to Order Key Alike P1 Paint Opts Loft			
109	OFFICES 109-111		3	HON	H9185LSNA		Flagship Lat 64 1/4"x36" w/Open Shelves/A Pulls	\$ 2,952.00	\$ 1,349.49	\$ 4,048.47
					X \$(P1) LOFT	Lock/Omt Opts Select Paint Color Select Grade 1 Paint	OMT Core to Order Key Alike P1 Paint Opts Loft			
110	OFFICES 109-111		3	SAF	5060		Mobile Plan Center	\$ 1,186.00	\$ 762.43	\$ 2,287.29
111	OFFICES 109-111		9	SAF	50026		24" Hanging Clamp, 6 per carton	\$ 522.00	\$ 335.57	\$ 3,020.13
112	PRIVATE OFFICES		2	HON	HF23S		Contain Satin Removable Lock Core Kit	\$ 68.00	\$ 31.09	\$ 62.18
					X106E	Select Key Number	106E			
113	PRIVATE OFFICES		2	HON	HF23S		Contain Satin Removable Lock Core Kit	\$ 68.00	\$ 31.09	\$ 62.18
					X107E	Select Key Number	107E			
114	PRIVATE OFFICES		2	HON	HF23S		Contain Satin Removable Lock Core Kit	\$ 68.00	\$ 31.09	\$ 62.18
					X109E	Select Key Number	109E			
115	PRIVATE OFFICES		2	HON	HF23S		Contain Satin Removable Lock Core Kit	\$ 68.00	\$ 31.09	\$ 62.18
					X110E	Select Key Number	110E			
116	PRIVATE OFFICES		2	HON	HF23S		Contain Satin Removable Lock Core Kit	\$ 68.00	\$ 31.09	\$ 62.18
					X111E	Select Key Number	111E			
117	PRIVATE OFFICES		2	HON	HF23S		Contain Satin Removable Lock Core Kit	\$ 68.00	\$ 31.09	\$ 62.18
					X112E	Select Key Number	112E			
118	PRIVATE OFFICES		2	HON	HF23S		Contain Satin Removable Lock Core Kit	\$ 68.00	\$ 31.09	\$ 62.18
					X113E	Select Key Number	113E			
119	PRIVATE OFFICES		2	HON	HF23S		Contain Satin Removable Lock Core Kit	\$ 68.00	\$ 31.09	\$ 62.18
					X114E	Select Key Number	114E			
120	PRIVATE OFFICES		2	HON	HF23S		Contain Satin Removable Lock Core Kit	\$ 68.00	\$ 31.09	\$ 62.18
					X115E	Select Key Number	115E			
121	PRIVATE OFFICES		2	HON	HF23S		Contain Satin Removable Lock Core Kit	\$ 68.00	\$ 31.09	\$ 62.18
					X124E	Select Key Number	124E			
122	PRIVATE OFFICES		1	HON	HF23S		Contain Satin Removable Lock Core Kit	\$ 68.00	\$ 31.09	\$ 31.09
					X125E	Select Key Number	125E			
123	PRIVATE OFFICES		1	Clarus	GB-F-M-4896		Glassboard with concealed mounting hardware	\$ 2,500.00	\$ 1,787.40	\$ 1,787.40
					M H H No Frame Selection CBC Finish CBC-100	Magnetic Option Orientation Horizontal Horizontal No Frame Selection Glassboard Finish Selection CBC Finishes	Magnetic Horizontal Horizontal No Frame Selection CBC Finish CBC-100 Freight			
sub							Subtotal			\$ 71,611.45
124	David		1	HON	HNLBW3684		84W x 36D Bow Worksurface	\$ 1,035.00	\$ 517.50	\$ 517.50
					G FC .T1 \$(L2STD) LFC1	Select Edge Detail Edgeband Color Selection Select Grommet Color Select Top Laminate Color Select Grade 2 Laminate Finish	Smooth Flat Fawn Cypress Platinum Grd L2 Standard Laminates Fawn Cypress			
125	David		1	HON	HLSL2428B		24"D x 28" Box/Box/File Pedestal Support	\$ 1,180.00	\$ 590.00	\$ 590.00
					\$(L2STD) LFC1 \$(L2STD) LFC1 PR6	Select Chassis Laminate Finish Select Grade 2 Laminate Finish Select Drwr Front Lam Finish Select Grade 2 Laminate Finish Select Pull Color	Grd L2 Standard Laminates Fawn Cypress Grd L2 Standard Laminates Fawn Cypress Silver			
126	David		1	HON	HNLEP3028R		1-1/8Wx29-1/8Dx28-1/2H End Panel for 30D Right	\$ 359.00	\$ 179.50	\$ 179.50
					X \$(L2STD) LFC1	Select Grommet Color Select Laminate Color Select Grade 2 Laminate Finish	No Grommet Grd L2 Standard Laminates Fawn Cypress			

Moser Coporation

Dana Flora

The Furniture Lady

601 N 13th St

Rogers, AR 72756

918-688-3262

dflora@mosercorporation.com

Adult Recreation Center

TIPS Contract Pricing

Contract #240301

Bentonville Parks & Recreation

Josh Stacey




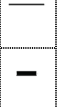










Recreation Services Manager

1101 SW Citizens Circle

Bentonville, AR 72713

479-696-0204

jstacey@bentonvillear.com

Item	Tag	Previe	Qty	Mfg	Part Number	Option Group	Part Description	List	Sell	Ext Sell
127	David		1	HON	HNLEP3028L X \$(L2STD) .LFC1	Select Grommet Color Select Laminate Color Select Grade 2 Laminate Finish	1-1/8Wx29-1/8Dx28-1/2H End Panel for 30D Left No Grommet Grd L2 Standard Laminates Fawn Cypress	\$ 359.00	\$ 179.50	\$ 179.50
128	David		1	HON	HNLMP8428 .X \$(L2STD) .LFC1	Select Grommet Color Select Laminate Color Select Grade 2 Laminate Finish	84W x 27-7/8H Modesty / Back Panel No Grommet Grd L2 Standard Laminates Fawn Cypress	\$ 542.00	\$ 271.00	\$ 271.00
129	David		1	HON	HNL11SUPP \$(L2STD) .LFC1	Select Laminate Color Select Grade 2 Laminate Finish	1-1/8Wx10-1/2Dx28-1/2H Support Brace Grd L2 Standard Laminates Fawn Cypress	\$ 236.00	\$ 118.00	\$ 118.00
130	David		1	HON	HLSLZ5SC72 P		60"W External Stiffener Black	\$ 168.00	\$ 84.00	\$ 84.00
131	David		1	HON	HJTRGH24 P	Select Paint Color	24" Cable Management Tray - Black Only Black	\$ 103.00	\$ 35.31	\$ 35.31
132	David		1	HON	HHATB2S2LC \$(P1) .LOFT .X .UD	Select Paint Grade Select Paint Color Select Glide Select Keypad	2 Stage 2 Leg Rectangle C Foot P1 Paint Opts Loft Standard Glide Basic Up/Down	\$ 1,134.00	\$ 518.40	\$ 518.40
133	David		1	HON	HHATPWRMOD2S .AC .DWT \$(P1) .LOFT	Last Port Options Color/Finish Options Select Paint Select Grade 1 Paint	Telescoping Wire Chase 2S HAT Solution USB - A/C White P1 Paint Opts Loft	\$ 1,137.00	\$ 389.83	\$ 389.83
134	David		1	HON	HHATW2460CT \$(L2STD) .LFC1 .FC .X P	Laminate Top Selection Select Grade 2 Laminate Finish Select Edgeband Color Select Grommet Select Color Option	60W x 24D Rect Worksurface - C/T Base Grd L2 Standard Laminates Fawn Cypress Fawn Cypress No Grommet Black	\$ 658.00	\$ 225.60	\$ 225.60
135	David		1	HON	HLSLZ5SC48 P	Select Color Option	36"W External Stiffener Black	\$ 130.00	\$ 65.00	\$ 65.00
136	David		1	HON	HLSLW446R \$(L2STD) .LFC1 \$(L2STD) .LFC1 .PR6	Select Chassis Laminate Finish Select Grade 2 Laminate Finish Select Drwr Front Lam Finish Select Grade 2 Laminate Finish Select Pull Color	Tower (LH drws/RH door): 24x24x65 Grd L2 Standard Laminates Fawn Cypress Grd L2 Standard Laminates Fawn Cypress Silver	\$ 3,551.00	\$ 1,775.50	\$ 1,775.50
137	David		2	HON	HFLSC1DF .TS \$(2) .WP 21 \$(2) .WP 21 .PR8	Flock Leg Opt Select Back Upholstery Grade 2 Fab Whisper Vinyl Select Seat Upholstery Grade 2 Fab Whisper Vinyl Flock Frame Opt	Dual Fabric Square Lounge Chair TaperedSq PR8 or P7A Frm Grade 2 Uph Whisper Vinyl Cappuccino Grade 2 Uph Whisper Vinyl Cappuccino Silver Texture	\$ 2,815.00	\$ 1,367.29	\$ 2,734.58
138	David		2	HON	HF23S X105E	Select Key Number	Contain Satin Removable Lock Core Kit 105E	\$ 68.00	\$ 31.09	\$ 62.18
sub							Subtotal			\$ 7,745.90
139	RECEPTION		4	HON	HNR1 .Y1 .STC .A .H RM30 \$(4) .LVI 25 .DW .SB .DW X	Control Type Select Cylinder Option Select Arm Type Select Caster Option Select Back Select Upholstery Grade 4 Fab Livi with Supreen Select Lumbar Option Select Base Type Select Frame Color DW Frame Color	HON Nucleus Recharged Task Chair Synchro-Tilt w/ Seat Slider Standard Cylinder Height - Width Adj Arms Hard Caster Linen Grade 4 Uph Livi with Supreen Twine Designer White Adj Lumbar Standard Base Designer White Frame Color	\$ 1,172.00	\$ 569.26	\$ 2,277.04
140	RECEPTION		4	HON	H18723A .X \$(P1) .LOFT	Lock/Omt Opts Select Paint Color Select Grade 1 Paint	Flagship Series Pedestal "A" Pull Mobile B/B/F 23D OMT Core to Order Key Alike P1 Paint Opts Loft	\$ 1,075.00	\$ 368.57	\$ 1,474.28

Moser Coporation

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Adult Recreation Center

TIPS Contract Pricing

Contract #240301

Bentonville Parks & Recreation

Josh Stacey




Recreation Services Manager

1101 SW Citizens Circle

Bentonville, AR 72713

479-696-0204

jstacey@bentonvillear.com

Item	Tag	Previe	Qty	Mfg	Part Number	Option Group	Part Description	List	Sell	Ext Sell
141	RECEPTION		1	HON	HF23C		Lock Core Replacement Kit Brushed Chrome	\$ 70.00	\$ 32.00	\$ 32.00
✓					.X210E	Select Key Number	210E			
142	RECEPTION		1	HON	HF23C		Lock Core Replacement Kit Brushed Chrome	\$ 70.00	\$ 32.00	\$ 32.00
✓					.X211E	Select Key Number	211E			
143	RECEPTION		1	HON	HF23C		Lock Core Replacement Kit Brushed Chrome	\$ 70.00	\$ 32.00	\$ 32.00
✓					.X212E	Select Key Number	212E			
144	RECEPTION		1	HON	HF23C		Lock Core Replacement Kit Brushed Chrome	\$ 70.00	\$ 32.00	\$ 32.00
✓					.X213E	Select Key Number	213E			
sub							Subtotal			\$ 3,879.32
145	UPSTAIRS RECEPTION		2	SIT	1152.FT3.US.PB.T		Ioniq, Light Task (5-star base), Plastic Back with Upholstered Seat, Height Adjustable w/ Swivel Tilt an Black	\$ 1,070.00	\$ 611.43	\$ 1,222.86
					SC1	Shell Color	Five-Star Nylon Base			
					BT1	Base Type Selection	Black Nylon Base			
					BC1	Base Color	Hard Floor & Carpet Casters			
					CS6	Caster Selection	Fabric Grade Selections			
					FABRIC	Fabric or Leather Upholstery Selection	Fabric Grade 1			
					FG1	Fabric Grade Selection	Vinyl One Standard Color Selection			
					VINYL ONE	Fabric Grade 1 Selections	Vinyl One Black			
					25-1620519-0729	Vinyl One Color Selections	Fully Assembled in a Carton			
					AC	Packaging Options				
146	UPSTAIRS RECEPTION		6	HON	HFLSO1		Flock Square Ottoman	\$ 1,223.00	\$ 594.03	\$ 3,564.18
					.TR	Flock Leg Opt	Tapered Rd PR8 or P7A FRM			
					\$(3)	Select Upholstery	Grade 3 Uph			
					.SX	Grade 3 Fab	Moxie			
					23	Moxie	Basalt			
					.PR8	Flock Frame Opt	Silver Texture			
147	UPSTAIRS RECEPTION		6	HON	HFLGANG		Flock Ganging Bracket	\$ 54.00	\$ 26.23	\$ 157.38
sub							Subtotal			\$ 4,944.42
148	Outdoor Patio		4	Polywood	RST18SA		Round 18in Side Table	\$ 109.00	\$ 98.10	\$ 392.40
						Color:	Sand			
149	Outdoor Patio		8	Polywood	R145SA		Nautical Porch Rocking Chair	\$ 309.00	\$ 278.10	\$ 2,224.80
						Color:	Sand			
150	Outdoor Patio		4	Polywood	TGD200SA		Traditional Garden Dining Arm Chair	\$ 309.00	\$ 278.10	\$ 1,112.40
						Color:	Sand			
151	Outdoor Patio		2	Polywood	RT236SA		Round Farmhouse Dining Table	\$ 459.00	\$ 413.10	\$ 826.20
						Color:	Sand			
152	Outdoor Patio		1	Polywood	Freight		Freight Charges	\$ 0.00	\$ 950.00	\$ 950.00
sub							Subtotal			\$ 5,505.80
153			1	HON	HF22		Master Key (One Key)	\$ 45.00	\$ 20.57	\$ 20.57
154			1	HON	HPMARKER1		1 Touch-up Marker	\$ 60.00	\$ 27.43	\$ 27.43
					\$(P1)	Select Paint Option	P1 Paint Opts			
					.LOFT	Select Grade 1 Paint	Loft			
155			1	HON	HPMARKER1		1 Touch-up Marker	\$ 71.00	\$ 32.46	\$ 32.46
					\$(P2)	Select Paint Option	P2 Paint Opts			
					.PR8	Select Grade 2 Paint	Silver Texture			
156			1	HON	HPMARKER1		1 Touch-up Marker	\$ 60.00	\$ 27.43	\$ 27.43
					\$(P1)	Select Paint Option	P1 Paint Opts			
					.PK7	Select Grade 1 Paint	Designer White Texture			
157			1	HON	HSPRAY		Spray Paint 12oz	\$ 60.00	\$ 27.43	\$ 27.43
					\$(P1)	Select Paint Color	P1 Paint Opts			
					.LOFT	Select Grade 1 Paint	Loft			
158			1	HON	HSPRAY		Spray Paint 12oz	\$ 71.00	\$ 32.46	\$ 32.46
					\$(P2)	Select Paint Color	P2 Paint Opts			
					.PR8	Select Grade 2 Paint	Silver Texture			
sub							Subtotal			\$ 167.78
159			1	HON	SURCHARGE		Hon Surcharge	\$ 0.00	\$ 4,534.59	\$ 4,534.59
160			1	SIT	SURCHARGE		SitOnIt Surcharge	\$ 0.00	\$ 100.57	\$ 100.57
161			1	SIT	FREIGHT		SitOnIt Freight Charges	\$ 0.00	\$ 135.00	\$ 135.00
162			1	MOS	LABOR		Delivery & Installation	\$ 58,000.00	\$ 26,280.00	\$ 26,280.00
			1				9.5% Sales Tax	\$ 0.00	\$ 31,956.96	\$ 31,956.96
							Grand Total			\$ 368,345.97

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH MOSER CORPORATION, IN THE AMOUNT OF THREE HUNDRED SIXTY-EIGHT THOUSAND THREE HUNDRED FORTY-FIVE DOLLARS AND NINETY-SEVEN CENTS (\$368,345.97), FOR THE PURCHASE OF FURNITURE FOR THE ADULT RECREATION CENTER; AND FOR OTHER PURPOSES.

WHEREAS, Moser Corporation was selected using TIPS Cooperative Contract #240301, following the City’s Purchasing Policy for utilizing cooperative contracts;

WHEREAS, this purchase is for furniture needed at the Adult Recreation Center; 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 Moser Corporation, in the amount of three hundred sixty-eight thousand three hundred forty-five dollars and ninety-seven cents (\$368,345.97), to purchase furniture for the Adult Recreation Center;

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

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

PASSED this _____ day of _____, 2025.

APPROVED:

STEPHANIE ORMAN, Mayor

ATTEST:

MALORIE MARRS, City Clerk



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:		Submitted By:	
Phone:		For Department(s):	
Email:			

Item Type (Check all that apply)

<input type="checkbox"/> Informational	<input type="checkbox"/> Bid Award	<input type="checkbox"/> Enter into an Agreement	<input type="checkbox"/> Change Order
<input type="checkbox"/> Recognizing Funds	<input type="checkbox"/> Budget Adjustment	<input type="checkbox"/> Waiver of Bid	<input type="checkbox"/> Emergency Clause
<input type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Informational	

Title, Recommendation & Justification

Title:	
Action Recommendation & Justification:	
Additional Comments for Consideration (Optional):	

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

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

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

Fund(s) Impacted

(check all that apply)

General Fund **Utility Fund** **Street Fund** **Other(s):** _____

Budget Impact Notes for Consideration (Optional):

Memo



To: City Council, Mayor Orman
From: David Wright, Parks and Recreation Director
Dan Weese, Transportation Director
Date: October 1, 2025
Re: Accepting grant from Walton Family Foundation for the Bright Road + Trail Extension

For several years, Transportation and Parks has worked together to move the Bright Road + Trail project to create another north / south corridor for our citizens. Upon completion, this work will result in a vehicle connection from Windmill Road to SW 14th Street, as well as a Bike and Pedestrian Connection from Windmill Road to Coler Mountain Bike Park. The last section of this work is approximately 1,250 linear feet from portions previously constructed with private developments of the 102 West Apartments to the north and the Marshall Townhomes to the South.

Staff has worked with the team at the Walton Family Foundation, and they have awarded the City of Bentonville a grant to begin the full design of this project. The design will include a bridge and roadway to finalize this connection. The improvements will follow the rural collector roadway standards with pedestrian / bicycle facilities that are consistent with both the Master Street Plan and the City's Bike and Pedestrian Master Plan. Maps of this area are included in the attached agreement with Crafton Tull.

Staff request City Council's approval of this grant request and budget adjustment, allowing us to move forward with a contract with Crafton Tull for the design work.

Crafton Tull was selected via the City of Bentonville's RFP process from Professional Selection Committee consisting of staff from multiple departments including Transportation, Parks and Planning.

If you have questions concerning this item, please email me at dwright@bentonvillear.com or call 479.271.6813.

Attachments:
Grant Award Agreement

WALTON FAMILY
FOUNDATION



September 11, 2025

Stephanie Orman
City of Bentonville
305 SW A Street
Bentonville, AR, 72712

RE: Grant 00113102

Dear Mayor Stephanie,

At the Walton Family Foundation, we work to tackle tough social and environmental problems with urgency and a long-term approach to create access to opportunity for people and communities. To do this, we know we must work with individuals and groups closest to these challenges because they often have the most thoughtful, insightful solutions.

As we support efforts to improve education, protect our rivers and oceans and the livelihoods they support, and promote quality of life in our Home Region, we look to groups like yours. I am pleased to inform you that your grant request has been approved in the amount of up to \$447,140.00 to support design of approximately 0.25 miles of Bright Road, finalizing the transportation corridor from SW Airport Road to SW 14th Street that includes safe passageway for vehicles, cyclists, and pedestrians. The attached grant agreement outlines the details.

On behalf of the Walton Family Foundation, I express my appreciation for what your organization has accomplished so far and my optimism for your future success. Together, we can have an impact that improves lives today and that will last to benefit future generations.

Sincerely,

Stephanie Cornell
Executive Director

Grant Agreement

September 11, 2025

Grant 00113102

The Walton Family Foundation, Inc. ("Foundation") has approved a grant in the amount of up to \$447,140.00 to City of Bentonville ("Grantee" or "City"). The project term will be September 11, 2025 to March 31, 2027. This grant is subject to the following terms and conditions:

- Purpose:** The purpose of the grant is to support design of approximately 0.25 miles of Bright Road, finalizing the transportation corridor from SW Airport Road to SW 14th Street that includes safe passageway for vehicles, cyclists, and pedestrians as more fully described in Appendix A. Grantee agrees to use all grant funds exclusively for the grant's purposes. Any changes in these purposes must be authorized in advance by the Foundation in writing.
- Amount: Up to \$447,140.00 USD**

Grant payments will be made as follows:

Installment	Amount	Requirement	Date
1	\$307,140.00	Signed Grant Agreement	September 2025
2	Up to \$140,000.00	Documentation of engineer's recommendation to design a span bridge and approval of Miscellaneous Report	On or around February 01, 2026

- Payable:** The initial installment of \$307,140.00 shall be initiated upon receipt of this completed letter from the Grantee acknowledging the terms and conditions set forth herein and completion of any other requirements referenced in the payment schedule above. Grantee should receive the initial installment electronically within 14 business days of completion.

Further installments shall be contingent upon the Foundation's approval of the Grantee's activities of the grant as evidenced by the reports described in the Reporting and Evaluation paragraph below and other information the Foundation may gather.

4. Accounting:

- The Foundation encourages, whenever feasible, the deposit of grant funds in an interest-bearing account. For purposes of this letter, the term "grant funds" includes the grant and any income earned thereon.
- Grantee will maintain records of receipts and expenditures made in connection with the grant funds and will keep these records during the period covered by the Grantee's reporting obligations specified in the Reporting and Evaluation paragraph and for at least four years thereafter ("Maintenance Period"). Grantee will make its books and records in connection with the grant funds available for inspection by the Foundation during normal business hours as the Foundation may request at any time during the Maintenance Period.

5. **Reporting and Evaluation:** Grantee will provide the Foundation with reports by the due dates listed in the report schedule below. Each report shall include an account of expenditures of grant funds, and a brief narrative of what was accomplished (including a description of progress made in fulfilling the purposes of the grant and a confirmation of Grantee’s compliance with the terms of the grant).

Report Type	Report Date
Payment Requirement: Documentation of engineer’s recommendation to design a span bridge and Miscellaneous Report to include project update	February 01, 2026
Final Report	March 31, 2027

Success will be measured against the outputs and outcomes described in Appendix A.

All reports will be submitted electronically using the Foundation’s online grants management system. Any questions regarding this process should be addressed to your contact listed in the Contacts paragraph of this document, or by emailing smartsimplehelp@wffmail.com. Please reference Grant 00113102 on all communication.

Grantee payments are always contingent upon the Foundation’s approval of Grantee’s operations based on the above reports and the Foundation’s satisfaction with such information as it chooses to obtain from other sources.

6. **Representations:** Grantee represents and warrants to the Foundation that:
- a. Grantee is an organization in good standing, is either an organization described in section 501(c) (3) of the Internal Revenue Code (“Code” or “IRC”) or a governmental unit, and is not a “private foundation” described in section 509(a) of the Code. Grantee will promptly notify the Foundation of any change in Grantee’s tax status under the Code.
 - b. In no event will Grantee use any grant funds:
 - i. to carry on propaganda, or otherwise to attempt, to influence legislation; or
 - ii. to influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive; or
 - iii. to undertake any activity other than for a charitable, educational or other exempt purpose specified in section 170(c)(2)(B) of the Code.
 - c. Grantee will comply with all applicable laws and regulations.
 - d. Grantee does not support, directly or indirectly, terrorist activities or violence of any kind, and takes reasonable steps to ensure that:
 - i. Grantee’s board, staff and volunteers have no dealings with, and do not support, terrorist activities or violence of any kind, and
 - ii. Grant funds will not ultimately be used to support terrorist activities or violence of any kind.

7. **Anti-Discrimination:** It is the Foundation's expectation that, in the application of Foundation’s funds, Grantee will encourage equal opportunities for all and will not use the Foundation’s funds to promote or engage in: exploitation, abuse, bullying, harassment, criminal acts of violence, terrorism, hate crimes, or any behavior which would be considered a violation of federal anti-discrimination laws, which prohibit discrimination on the basis of age, race, national origin, religious beliefs, sex (including gender, pregnancy, sexual orientation,

and gender identity), disability, and veteran status. It is also the Foundation's expectation that Grantee has established appropriate policies and procedures for training staff and receiving and addressing complaints regarding violence, exploitation, abuse, harassment, and discrimination, and other forms of misconduct.

8. **Repayment, Rescission, and/or Termination:** The Foundation, in its sole discretion, may discontinue or suspend funding, rescind payments made, require the return of any unspent funds, or terminate this agreement if any of the following events occur:
- a. Grantee ceases to maintain its tax-exempt status as described in Representations paragraph above;
 - b. Grantee fails to comply with the terms of this agreement, including, but not limited to, failure to submit any required reports on a timely basis;
 - c. There is a material change in Grantee's key personnel that in the sole opinion of the Foundation adversely affects Grantee's management of the grant;
 - d. Grantee does not use funds for the purpose of this grant;
 - e. The Foundation determines that Grantee will be unable to achieve the purposes for which the grant was made;
 - f. The Foundation becomes aware of actual or alleged acts or omissions to act by Grantee or one or more of Grantee's directors, officers, employees, volunteers, sub-grantees or contractors which the Foundation believes pose a reputational risk to the Foundation, and for which the Foundation determines Grantee has not taken immediate and effective remedial measures;
 - g. There is an investigation or allegation of unlawful action or gross misconduct by Grantee, any officer, director, trustee, employee, or agent of Grantee, or any organization affiliated with Grantee, and the Foundation, in its sole discretion, determines such investigation or allegation to be credible; or
 - h. The Foundation determines that making any payment, in the judgment of the Foundation, might expose the Foundation to liability, adverse tax consequences, or constitute a taxable expenditure.

The Foundation will provide notice of any determinations made under this paragraph and, in its sole discretion, may provide Grantee up to 30 days to respond to and resolve the issues identified in the Foundation's notice. However, the determination to suspend funding, terminate, or continue the grant will remain in the Foundation's sole discretion.

9. **Grant Publicity:** Grant publicity related to this grant consistent with Grantee's normal practice is permitted, subject to the following provisions. The Foundation expects any announcements and other publicity to focus on Grantee's work and the project or issue funded by the grant. Recognition of the Foundation's role in funding the project is permitted, provided that the timing, content and strategic focus of such publicity should be approved by the Foundation contact listed in the Contact paragraph of this document. Publicizing the grant and the Foundation in Grantee's publications and communications in a manner consistent with similar grants obtained by Grantee is permitted. If publicized or recognized, the grant should be listed as from the "Walton Family Foundation."

The Foundation may ask Grantee to provide illustrations, photographs, videos, recordings, information or other materials related to the grant (collectively "Grant Work Product") for use in Foundation communications including the Foundation's website, annual report, newsletters, board materials, presentations, communications and other publications. Grantee agrees to provide the Foundation with such items upon the Foundation's reasonable request and hereby grants to the Foundation and anyone acting under the authority of the Foundation

a fully paid-up, world-wide, right and license to use, reproduce, display and distribute the Grant Work Product in connection with the Foundation's charitable operations and activities. In connection therewith, Grantee shall be responsible for obtaining all necessary rights and permissions from third parties for the Foundation to use the Grant Work Product for these purposes. By signing this Agreement, Grantee also acknowledges and agrees to use by the Foundation of historical, programmatic and other information relating to Grantee and the grant hereunder.

10. **Gratuities:** The Foundation desires that all of Grantee's resources be dedicated to accomplishing its philanthropic purposes. Therefore, Grantee agrees that it will not furnish the Foundation or its Board of Directors, officers, staff or affiliates with any type of benefit related to this grant including tickets, tables, memberships, commemorative items, recognition items, or any other benefit or gratuity of any kind.
11. **Contact:** For all communications regarding this grant, please contact the Foundation by email at HomeRegion@wffmail.com. Please reference Grant 00113102 in your communication.

By electronically signing this agreement, the Grantee acknowledges and agrees to the terms and conditions herein. A copy of the completed document will be emailed to the Grantee through DocuSign. If the electronic signing of this letter is not completed by September 25, 2025, the Foundation will consider the Grantee to have declined the grant.

Walton Family Foundation, Inc.

By:

Stephanie Cornell
Executive Director

City of Bentonville

By:

Stephanie Orman
Mayor

Appendix A: City of Bentonville

Description of Grant Project: The purpose of this grant is to support design of approximately 0.25 miles of Bright Road, finalizing the transportation corridor from SW Airport Road to SW 14th Street that includes safe passageway for vehicles, cyclists, and pedestrians.

The street design, once constructed, will provide a vital connection from Coler Mountain Bike Preserve/Applegate Trail on the north, through Gateway Park to Creekside Park and Citizens Park. It is a missing piece of the eventual Southwest Bentonville Loop. Additionally, it provides a safe passage for young cyclists and pedestrians to Creekside Middle School and Osage Creek Elementary. This project also provides improved access to the cycling path on 8th street connecting to Downtown Bentonville.

This section of road will continue the sustainable urban design of Bright Road that already exists to the south, which includes a bi-directional sidepath with a separated buffer to the street itself with slow travel lanes and a tree planted median to manage stormwater runoff and improve water quality.

Performance Measures

Goal: To design approximately .25 miles of Bright Road finalizing the transportation corridor from SW Airport Road to SW 14th Street via green street design that includes safe passageway for vehicles, cyclist and pedestrians.

Outputs And Outcomes

Category	Who will do what and how much?	By when?	Measured or evaluated by?
Output	The City will select a qualified consultant to create design and bid documents for the street and trail ready to be published for public bid.	11/30/2026	Copy of Plan Set and Bid Docs
Outcome	The final design will be reviewed by the Bentonville Active Transportation Advisory Board and recommended to move forward.	03/31/2027	Advisory Board Minutes

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ACCEPT A GRANT FROM THE WALTON FAMILY FOUNDATION, IN THE AMOUNT OF FOUR HUNDRED FORTY-SEVEN THOUSAND ONE HUNDRED FORTY DOLLARS (\$447,140.00), FOR THE DESIGN OF THE BRIGHT ROAD AND TRAIL PROJECT; AMENDING THE 2025 BUDGET; AND FOR OTHER PURPOSES.

WHEREAS, the Bentonville Parks and Recreation Department requests approval to accept a grant from the Walton Family Foundation (WFF), in the amount of four hundred forty-seven thousand one hundred forty dollars (\$447,140.00);

WHEREAS, this grant will fund design costs for the Bright Road and trail project; and

WHEREAS, a budget adjustment is needed to accept and appropriate 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 enter into a grant agreement with the WFF, in the amount of four hundred forty-seven thousand one hundred forty dollars (\$447,140.00), to fund design for the Bright Road and trail project;

Section 2: The 2025 Budget is hereby adjusted to recognize four hundred forty-seven thousand one hundred forty dollars (\$447,140.00) in grant funds into Account #105030-33810 – Local Grants;

Section 3: The 2025 Budget is further adjusted to appropriate the same from Account #105030-33810 – Local Grants into Account #105030-47390 – Improvements Other than Building/Projects;

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 and APPROVED this _____ day of _____, 2025.

APPROVED:

ATTEST:

Stephanie Orman, MAYOR

Malorie Marrs, CITY CLERK



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:		Submitted By:	
Phone:		For Department(s):	
Email:			

Item Type (Check all that apply)

<input type="checkbox"/> Informational	<input type="checkbox"/> Bid Award	<input type="checkbox"/> Enter into an Agreement	<input type="checkbox"/> Change Order
<input type="checkbox"/> Recognizing Funds	<input type="checkbox"/> Budget Adjustment	<input type="checkbox"/> Waiver of Bid	<input type="checkbox"/> Emergency Clause
<input type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Informational	

Title, Recommendation & Justification

Title:	
Action Recommendation & Justification:	
Additional Comments for Consideration (Optional):	

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

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

Account Number (ORG-OBJECT)	Account Description	\$	\$
		Expense	Revenue
		\$	\$
		Expense	Revenue
		\$	\$
		Expense	Revenue
		\$	\$
		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: _____ SW BRIGHT ROAD AND TRAIL EXTENSION _____ (“PROJECT”)

THIS AGREEMENT (“AGREEMENT”) is made in Benton County, Arkansas, by and between the City of Bentonville, Arkansas, hereinafter referred to as “CITY”, and CRAFTON, TULL & ASSOCIATES, INC., hereinafter referred to as “ENGINEER” (collectively, the “PARTIES”).

The PARTIES have caused this AGREEMENT to be effective this ____ day of _____, 20____ (“EFFECTIVE DATE”).

RECITALS:

- A. WHEREAS, the CITY has a need to perform capital improvement projects for the City of Bentonville, Arkansas; and
- B. WHEREAS, The CITY has selected the ENGINEER and negotiated this AGREEMENT using the procedures as set forth in Ark. Code Ann. § 19-11-800; and
- C. WHEREAS, the CITY wishes to contract for Professional Services; and
- D. WHEREAS, The ENGINEER has the skill, experience, ability, background, certifications and knowledge to provide these services; and
- E. WHEREAS, The ENGINEER wishes to perform such professional services under this AGREEMENT with the CITY.

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

ARTICLE I - PROJECT DESCRIPTION

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

ARTICLE II - SCOPE OF SERVICE

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

ARTICLE III - STANDARD OF CARE

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

ARTICLE V - SCHEDULE OF FEES, SERVICES AND PAYMENT

- A. The term of this AGREEMENT shall commence on the EFFECTIVE DATE and shall proceed in accordance with APPENDIX C, "Schedule of Fees and Services, Key Milestones, and Durations for Major Tasks", attached hereto and incorporated herein by reference.
- B. The cost of this AGREEMENT shall be in accordance with APPENDIX C.
- C. CITY agrees to pay ENGINEER for all services authorized by inclusion in this AGREEMENT which have been properly performed by ENGINEER in accordance with this AGREEMENT.
- D. All fees paid to ENGINEER shall be based on invoices submitted by ENGINEER for work performed under this AGREEMENT, less any previous payments. ENGINEER shall submit invoices for services related to this AGREEMENT on a monthly basis.
- E. CITY reserves the right to delay, without penalty, any partial payment when, in the opinion of the CITY, ENGINEER has not made satisfactory progress on the Project based on the SCOPE. If CITY objects to any portion of an invoice, the CITY shall notify ENGINEER and shall pay all other portions of the invoice which are not in dispute. In the event of dispute, CITY and ENGINEER shall immediately make every effort to settle the disputed portion of the invoice.
- F. In the event that the CITY becomes credibly informed that any representations of ENGINEER provided in its invoicing are wholly or partially inaccurate, CITY may withhold payment of sums then, or in the future, otherwise due to ENGINEER until the inaccuracy and the cause thereof is corrected to the CITY's reasonable satisfaction.

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

ARTICLE VI - INSURANCE

- A. ENGINEER shall during the term hereof maintain in full force and effect the following insurance:
1. A comprehensive general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the ENGINEER's performance of services pursuant to this AGREEMENT with a combined single limit of not less than \$1,000,000.00 per occurrence and \$2,000,000 in the aggregate for injury to persons (including death), and for property damage;
 2. A policy of automobile liability insurance covering any vehicles owned and/or operated by ENGINEER, its officers, agents, and employees, and used in the performance of this AGREEMENT with policy limits of not less than \$1,000,000.00 combined single limit and aggregate for bodily injury and property damage;
 3. Statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of ENGINEER's employees involved in the provision of services under this AGREEMENT with policy limit of not less than \$1,000,000.00; and
 4. Professional Liability/Errors and Omissions coverage covering negligent acts, errors and omissions in the performance of professional services with policy limit of not less than \$1,000,000.00.
- B. All insurance and certificate(s) of insurance shall contain the following provisions:
1. Include CITY as additional insured as to all applicable coverage with the exception of Workers Compensation Insurance and Professional Liability/Errors and Omissions coverage; and
 2. provide for at least thirty (30) days prior written notice to CITY for cancellation or non-renewal of the insurance;
 3. provide for a waiver of subrogation against CITY for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance, except for Professional Liability/Errors and Omissions coverage.
- C. ENGINEER shall provide 30 day written notice to CITY of any material change of or to the insurance required herein.
- D. All insurance companies providing the required insurance shall be authorized to transact business in Arkansas and rated at least "A" by AM Best or other equivalent rating service. A certificate of insurance evidencing the required insurance and all endorsements required by this Agreement shall be submitted prior to commencement of services.
- E. In the event that additional or greater insurance requirements are warranted, these requirements shall be included as an Appendix, which will be attached hereto and incorporated by reference.

ARTICLE VII - RIGHT OF ACCESS

- A. CITY will obtain and/or furnish right-of-access for ENGINEER to perform any required studies, surveys, tests or other necessary investigations in relation to the PROJECT.
- B. ENGINEER will take reasonable precautions to minimize damage to the personal or real property in the performance of such surveys, tests, studies and investigations.
- C. CITY recognizes that ENGINEER's operations and use of equipment may unavoidably alter existing conditions or affect the environment at the PROJECT site. The cost of repairing such damage shall be the responsibility of ENGINEER, at no additional cost to the CITY. In the event that ENGINEER fails to correct such damages, CITY is entitled to utilize CITY forces or other labor to repair the damage; any costs incurred by CITY for such work shall be deducted from the monies due to ENGINEER.

ARTICLE VIII - RECORDS AND RETENTION

- A. All surveys, studies, proposals, applications, drawings, plans, specifications and other documents, including those in electronic form, prepared by ENGINEER and its ENGINEERS, subcontractors, agents, representatives, and/or employees in connection with this AGREEMENT ("PROJECT DOCUMENTS") are intended for the use and benefit of CITY. ENGINEER and its ENGINEERS, subcontractors, agents, representatives, and/or employees shall be deemed the authors of their respective part of the PROJECT DOCUMENTS. Notwithstanding anything to the contrary, CITY shall own, have, and retain all rights, title and interest in and to all PROJECT DOCUMENTS, whether in draft form or final form, which are produced at CITY's request or otherwise produced from ENGINEER's performance of the work described herein for CITY. The CITY's ownership of PROJECT DOCUMENTS shall not apply to ENGINEER's proprietary standard details that were developed by the ENGINEER prior to the commencement of this PROJECT.
- B. CITY shall have full authority to reuse, reproduce, publish, disclose and distribute PROJECT DOCUMENTS, as needed, according to Arkansas State Law.
- C. ENGINEER shall, upon completion of the services and full payment for the ENGINEER'S services by the CITY, or earlier termination and appropriate compensation as provided by this AGREEMENT, provide the CITY with all PROJECT DOCUMENTS prepared by ENGINEER pursuant to this AGREEMENT in formats requested by the CITY.
- D. All instruments of service (including plans, specifications, drawings, reports, designs, computations, computer programs, estimates, surveys, other data or work items, etc.) prepared under this AGREEMENT shall be submitted for approval to the CITY. All instruments of service shall be professionally sealed in accordance to applicable laws or at CITY's request.
- E. Acceptance and approval of the PROJECT DOCUMENTS by the CITY shall not constitute nor be deemed a release of the responsibility and liability of ENGINEER, its employees, associates, agents and ENGINEERS for the accuracy or competency of their designs, working drawings and specifications, or other documents and work; nor shall such approval be deemed to be an assumption of such responsibility by the CITY for any defect in the designs, working drawings and specifications, or other documents prepared by ENGINEER, its employees, contractor, agents and ENGINEERS.
- F. ENGINEER will retain the PROJECT DOCUMENTS for a period of three years following project completion. During this three year period, any requests for document recovery and reproduction will be assessed a fee in accordance with ENGINEER's FEES.

ARTICLE IX - SAFETY

- A. CITY agrees to inform ENGINEER of any applicable site safety procedures and regulations known to CITY as well as any special safety concerns or dangerous conditions at the site of which the CITY is aware, which ENGINEER shall communicate to its employees. ENGINEER and its employees shall adhere to such procedures and regulations once notice has been given by the CITY.
- B. Unless specifically provided in the SCOPE, ENGINEER shall not have any responsibility for overall job safety at the site. If in the ENGINEER's opinion, its field personnel are unable to access required locations or perform required services in conformance with applicable safety standards, ENGINEER may immediately suspend performance until such safety standards can be attained.
- C. ENGINEER agrees to indemnify and hold harmless the CITY for any safety conditions that may arise out of ENGINEER's performance of this AGREEMENT.

ARTICLE X - TERMINATION

- A. CITY may suspend or terminate this AGREEMENT for cause or without cause at any time by giving written notice to ENGINEER. In the event suspension or termination is without cause, payment to ENGINEER, in accordance with the terms of this AGREEMENT, will be made on the basis of services reasonably determined by the CITY to be satisfactorily performed to the date of suspension or termination. Such payment will be due upon delivery of all instruments of service to CITY.
- B. Should the CITY require a modification of this AGREEMENT with the ENGINEER, and in the event the CITY and ENGINEER fail to agree upon a modification to this AGREEMENT, the CITY shall have the option of terminating this AGREEMENT and the ENGINEER's services hereunder at no additional cost other than the payment to ENGINEER, in accordance with the terms of this AGREEMENT, for the services reasonably determined by the CITY to be properly performed by ENGINEER prior to such termination date.
- C. If, for whatever adequate funding is not made available by CITY to support or justify continuation of the level of services to be provided by ENGINEER under this AGREEMENT, CITY may terminate or reduce the amount of services to be provided by ENGINEER under this AGREEMENT. In such event, CITY will notify ENGINEER in writing at least thirty (30) days in advance of such termination or reduction of services for lack of funds.
- D. In no event shall the CITY pay to ENGINEER fees for termination outside of payment for services reasonably determined by the City to be properly performed prior to termination.

ARTICLE XI - INDEMNIFICATION

- A. For purposes of this AGREEMENT, ENGINEER agrees to indemnify, hold harmless the CITY, its officers and employees from any loss, damage, liability or expense, of any nature whatsoever to the extent caused by the negligence, willful misconduct, or other actionable fault of ENGINEER, its affiliates, subsidiaries, employees, agents, assignees, and subcontractors and their respective employees and agents. ENGINEER is not required hereunder to defend the CITY, its officers, appointees, employees, or agents from assertions that they were negligent, nor to indemnify and hold them harmless from liability based on the CITY's negligence.
- B. Nothing contained herein shall waive any governmental immunity CITY may be entitled to by law.
- C. This provision shall survive the termination of this AGREEMENT.

ARTICLE XII - CONTINGENCY CLAUSE

- A. The CITY may add a contingency amount to the contract to cover additional services as described in APPENDIX B. Any use of such contingency funds for additional services shall be executed as an AMENDMENT to this AGREEMENT.
- B. The Contingency shall in no manner substitute for an official AMENDMENT.

ARTICLE XIII - RELATIONSHIP OF THE PARTIES

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

ARTICLE XIV - DISPUTE RESOLUTION

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

ARTICLE XV - OPINIONS OF PROBABLE COST

- A. Since the ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over methods of determining prices, or over competitive bidding or market conditions, the ENGINEER's estimates of PROJECT costs and construction costs provided for herein are to be made on the basis of the ENGINEER's experience and qualifications and represent the ENGINEER's judgement in accordance with the "Standard of Care". The ENGINEER cannot and does not guarantee that proposals, bids or actual PROJECT or construction costs will not vary from estimates prepared by the ENGINEER.
- B. The CITY understands that the construction cost estimates developed by the ENGINEER do not establish a limit for construction contract amount. If the actual amount of the low construction bid exceeds the construction budget established by the CITY, the ENGINEER will not be required to re-design the PROJECT or any part thereof without additional compensation.

ARTICLE XVI - APPLICABLE LAWS

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

ARTICLE XVII - PRECEDENCE

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

ARTICLE XVIII - SEVERABILITY

- A. In the event that one or more provisions contained herein shall, for any reason, be deemed invalid, illegal, void or unenforceable, in whole or in part, the remaining provisions hereof shall remain in full force and effect.
- B. In the event that any provision hereof is in conflict with any statutory provision of the State of Arkansas, said provision, which may be in conflict therewith, shall be deemed inoperative, null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provisions; provided, however, that the remaining provisions of this AGREEMENT will be unaffected and will continue to be valid and enforceable.

ARTICLE XIX - SURVIVAL OF OBLIGATIONS

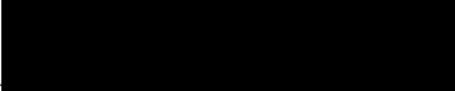
The obligations of the Parties contained in this AGREEMENT, which by their nature survive after the term of the AGREEMENT, shall survive the termination or expiration of this AGREEMENT and continue indefinitely or as otherwise provided by this AGREEMENT.

ARTICLE XIX – ENTIRE AGREEMENT

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

The cost of this AGREEMENT including all reimbursable expenses as described in the FEES AND SCHEDULE, shall not exceed Four Hundred Forty-Seven Thousand, One Hundred Forty Dollars, and Zero Cents (\$447,140.00), unless otherwise approved by the CITY through an official AMENDMENT agreed and executed by CITY and ENGINEER.

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

<u>CITY OF BENTONVILLE</u> CITY	<u>CRAFTON, TULL & ASSOC., INC.</u> ENGINEER
BY	 BY
<u>MAYOR</u> TITLE	<u>VICE PRESIDENT</u> TITLE
DATE SIGNED	<u>8/6/2025</u> DATE SIGNED

APPENDIX A PROJECT DESCRIPTION

BASIC PROJECT INFORMATION:

Construct approximately 1,250 linear foot extension of SW Bright Road sidepath trail, collector street, and waterline improvements, along with required drainage improvements at Tributary 2 of Little Osage Creek.

The project will complete a missing section of trail and roadway facilities along the Bright Road corridor. It will infill between portions previously constructed with the private developments of the 102 West Apartments to the north and the Marshall Townhomes to the south.

The improvements will follow the rural collector roadway standards with pedestrian / bicycle facilities that are consistent with the City of Bentonville's Bicycle and Pedestrian Master Plan.

See attached Exhibits C1 thru C3 for maps of proposed project improvements.

APPENDIX B

SCOPE OF SERVICES

SERVICES BY THE CITY

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

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

SERVICES BY THE ENGINEER

- Meet all requirements of the AGREEMENT including any AMENDMENTS.
- Produce all documents and services needed for the PROJECT, including but not limited to:
Topographical surveys, Utility Surveys and Coordination, Geotechnical Investigations, Environmental Studies & Permitting, Major Drainage Study, Bridge Design, Conceptual Design, Final Design, and Bidding Services.
- 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.
- Coordinate and facilitate meetings with CITY and Agencies for plan review and project coordination.
- Subcontracting of services by the ENGINEER shall have prior approval of the CITY.
- See attached Exhibits A1 thru A5 for additional detailed information regarding project scope.

APPENDIX C

SCHEDULE OF FEES AND SERVICES, KEY MILESTONES, AND DURATIONS FOR MAJOR TASKS

Tasks performed shall be paid for at an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class. See attached Exhibit B for detailed hour rate information. Major tasks with estimated fees are shown below. Overruns and underruns associated with each task may offset one another as long as the overall fee is not exceeded.

<u>TASK</u>	<u>DURATION</u>	<u>FEE</u>
Topographic & Land Surveying	2 months	\$24,000
Environmental Studies & Permitting	9 months	\$14,100
Hydraulics & Hydrology	2 months	\$65,000
Span Bridge Design*	12 months*	\$169,000*
Trail, Street, Drainage, Utility Design	9 months	\$112,600
Bid Letting / Award	1 month	\$19,740
Subconsultants (Geotech.)	2 months	\$25,000
Reimbursables		\$17,700
NOT-TO-EXCEED FEE TOTAL		\$447,140

* **Note:** If the hydraulic study demonstrates that a multi-span bridge is not required to span the floodway crossing at Little Osage Tributary 2, and FEMA CLOMR/LOMR approval can be obtained with a simpler RC box culvert design, then the fees shown above for span bridge design can be reduced by \$140,000.

Items Excluded from above fee schedule that can be added by contract amendment:

- Construction Observation & Administration
- Traffic study
- ROW procurement
- Retaining wall design
- Landscaping design
- Offsite utility or street extensions

**Exhibit A1
Scope of Services for
Bridge Design**

Project:	SW Bright Road Extension
Client:	City of Bentonville
Location of Project:	SW Bright Road (existing terminus south of SW 14 th Street), Bentonville, AR
Discipline:	Bridge
Discipline Manager:	Chuck Wipf, PE
Project Manager:	Bill Burnett, PE
Proposal Date:	07/22/25
Billing Type:	Hourly + reimbursables
Fee/Estimate:	\$169,000 + \$500
Description of the Construction Project:	Span bridge crossing Little Osage Tributary 2.

1. Preliminary Bridge Design
 - a. Manage bridge project.
 - b. Meet with the Client to gather information.
 - c. Prepare and submit design criteria document.
 - d. Request and coordinate with Survey.
 - e. Request geotechnical report and coordinate with Geotechnical Engineer.
 - f. Coordinate with Roadway Engineer.
 - g. Coordinate with Hydraulics and Hydrology Engineer.
 - h. Determine bridge type, size and location based on the following:
 - 1) Roadway horizontal and vertical alignment, with the following assumptions:
 - a) Horizontal curve on bridge.
 - b) 40° skew to match 100-year flow.
 - c) 5% maximum longitudinal grade.
 - 2) Roadway typical section, consisting of:
 - a) 36'-0" clear roadway width.
 - b) 6'-0" clear sidewalk, right side.
 - c) 14'-0" clear side path, left side.
 - d) ARDOT SSTR36 concrete rails, as needed.
 - e) 54" pedestrian safety rails, as needed.
 - 3) Anticipated 500' total bridge length to span floodway.
 - 4) Weathering steel w-beam or prestressed concrete girder spans.
 - 5) Hydraulic opening to satisfy FEMA requirements.
 - 6) HL-93 live loading.
 - 7) No special construction staging required.
 - 8) Accommodations for pedestrian lighting.
 - i. Prepare preliminary bridge plans including:
 - 1) Two (2) Bridge Layout sheets.
 - 2) One (1) Bridge Typical Section sheet.
 - 3) One (1) Intermediate Bent sketch.
 - j. Prepare preliminary bridge construction cost estimate.
 - k. Perform in-house quality control.
 - l. Submit preliminary bridge plans to the Client for review.
 - m. Meet with the Client at the project site to discuss review comments.
 - n. Revise preliminary plans based on reviewer comments.
2. Final Bridge Design
 - a. Prepare bridge design calculations per AASHTO LRFD Bridge Design Specifications, 9th Edition. References shall be made to the ARDOT Bridge Division Guidelines, 2020.

- b. Prepare bridge detailed plans. References shall be made to the ARDOT Bridge Standard Drawings.
 - c. Prepare bridge construction specifications. References shall be made to ARDOT Standard Specifications for Highway Construction (2014 edition).
 - d. Prepare bridge bid quantities.
 - e. Prepare bridge construction cost estimate.
 - f. Perform in-house quality control.
 - g. Submit final bridge plans to the Client for review.
 - h. Meet with the Client at the project site to discuss review comments.
 - i. Revise plans based on reviewer comments.
3. Plans, Specifications, and Estimate
- a. Prepare final plans, specifications, and construction cost estimate for letting purposes.
 - b. Perform in-house quality control.
 - c. Submit final bridge plans to the Client for letting.
 - d. All bridge plans shall be prepared in Microstation format.
 - e. All bridge submittals shall be hard copy or .pdf only.
4. The Scope of Services for Bridge Design does NOT include the following. Note, these items may be included in other contract exhibits.
- a. Surveying.
 - b. Utility relocation.
 - c. Right-of-way.
 - d. Permitting.
 - e. Geotechnical engineering.
 - f. Hydraulic analysis.
 - g. Roadway design.
 - h. Side path design.
 - i. Aesthetic features, other than specified above.
 - j. Utilities, other than specified above.
 - k. Load rating.
 - l. Letting administration.
 - m. Construction administration.
 - n. Hiring materials testing company.

This is the scope of services for Bridge Design. Should there be additions to this scope of services, those services shall be compensated for an additional fee.



**Exhibit A2
Scope of Basic Services for
Hydraulics and Hydrology**

Project:	SW Bright Road Extension	
Client:	City of Bentonville	
Location of Project:	SW Bright Road (existing terminus south of SW 14 th Street), Bentonville, AR	
Discipline:	Hydraulics	
Discipline Manager:	Chuck Wipf, PE	
Project Manager:	Bill Burnett, PE	
Proposal Date:	07/22/25	
Billing Type:	Hourly + reimbursables	
Fee/Estimate:	Hourly:	\$65,000.00
	Reimbursables:	\$15,000.00
Description of the Construction Project:	Span bridge crossing Little Osage Tributary 2.	

1. Site Visitation
2. Hydrologic Analysis
 - a. Map watershed area
 - b. Calculate flows based on one of three methodologies depending on watershed area
 - i. United States Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS) Curve Number (CN) Method, United States Army Corps Engineers (USACE) HEC-HMS
3. FEMA Effective Model
 - a. Request Effective Model and mapping of the effective FIS from FEMA
 - b. Review Effective Model
 - c. If electronic files cannot be provided by FEMA or other local government agencies that match the effective FIS, additional fee will be required to prepare the electronic modeling on which our study will be based
4. Pre-Construction Hydraulic Analysis
 - a. Revise Effective Model to reflect Natural conditions
 - b. Revise Effective Model to reflect Proposed conditions based on the proposed bridge
 - c. Perform scour analysis for Proposed conditions
 - d. Model floodplain and floodway boundaries for the Natural conditions and Proposed conditions models
 - e. Natural and Proposed models based on topographic stream channel data provided by our in-house surveyors
 - f. Perform in-house quality control
5. Pre-Construction Documentation
 - a. Prepare Bridge Drainage Report
 - i. Describe Natural conditions and Proposed improvements
 - ii. Calculate backwater
 - iii. Report results
 - iv. Perform in-house quality control
 - b. Prepare and submit MT-2 Application Forms with supporting documentation
 - c. Prepare Conditional Letter of Map Revision (CLOMR) and Application Review Fee (currently \$6500.00, subject to change)
 - d. Perform in-house quality control
 - e. Submit MT-2 Application Forms, CLOMR, and Application Review Fee to FEMA for review



6. Pre-Construction FEMA Review
 - a. Field comments and questions from FEMA review of applications and CLOMR (6 to 18 months)
 - b. Revise Hydrologic Analysis and Hydraulic Analysis to FEMA's satisfaction
 - c. Perform in-house quality control
 - d. Resubmit application/s, report/s, and CLOMR as needed
7. Post-Construction Hydraulic Analysis
 - a. Prepare As-Built model with verified survey data
 - b. Revise floodplain and floodway boundaries for As-Built conditions model
 - c. As-Built model based on topographic stream channel data provided by our in-house surveyors
 - d. Acquiring new or updated survey data for the study area is not included in this scope
 - e. Perform in-house quality control
8. Post-Construction Documentation
 - a. Revise Bridge Drainage Report
 - b. Prepare and submit MT-2 Application Forms with supporting documentation
 - c. Prepare Letter of Map Revision (LOMR) and Application Review Fee (currently \$8000.00, subject to change)
 - d. Perform in-house quality control
 - e. Submit MT-2 Application Forms, LOMR, and Application Review Fee to FEMA for review
9. Post-Construction FEMA Review
 - a. Field comments and questions from FEMA review of applications and LOMR (6 to 18 months)
 - b. Revise Hydrologic Analysis and Hydraulic Analysis to FEMA's satisfaction
 - c. Perform in-house quality control
 - d. Resubmit application/s, report/s, and LOMR as needed
10. Additional survey and topographical data may be provided by the client

This is the scope of services for the Project. Should there be additions to this scope of services, those services shall be compensated for additional fee. The scope and fee are based on modeling a section of stream no larger than 1000 feet upstream and downstream of the proposed bridge. Should the modeling require extension beyond those limits, additional fee may be required.



**Exhibit A3
Scope of Services for
Bike Trail, Roadway, Drainage, Waterline, Sanitary Sewer, and Bidding**

Project:	SW Bright Road Extension
Client:	City of Bentonville
Location of Project:	SW Bright Road (existing terminus south of SW 14 th Street), Bentonville, AR
Discipline:	Civil Engineering
Discipline Manager:	Bill Burnett, P.E.
Project Manager:	Bill Burnett, P.E.
Proposal Date:	7/25/25
Billing Type:	Hourly + reimbursables
Fee/Estimate:	\$112,600 Design \$ 19,740 Bidding \$ 25,000 Subconsultant <u>\$ 1,000 Reimbursables</u> \$158,340 Total
Description of the Construction Project:	Extensions for parallel multi-use bike trail, rural collector type roadway, and waterline to fill-in the missing segments of each between previous projects along the Bright Rd corridor, as depicted in Exhibit C1.

The services to be provided by the Engineer:

Conceptual Design Phase:

- Coordinate conceptual trail and roadway alignments with Client, Bridge Team, and H&H Study Team
- Coordinate typical section with Client, Bridge Team, and H&H Study Team.
- Coordinate with Construction Team and Engineering Team for the Marshall Townhomes project.
- Meet with Client to discuss H&H Study findings and finalize scope for bridge / culvert
- Prepare final design criteria document and obtain Client approval

Final Design Phase:

- Trail Plan and Profile Sheets
- Roadway Plan and Profile Sheets
- Drainage Plan and Profile Sheets
- SWPPP and Grading Plan Sheets
- Waterline Plan and Profile Sheets
- Sanitary Sewer Relocation Plan and Profile Sheets (if needed)
- Cover and Notes Sheets
- Detail Sheets
- Drainage Report



- Storm Water Permitting with City and applicable State Agency
- Utility Construction Permitting with City and applicable State Agency
- Coordination with Survey, Bridge, H&H, and Environmental Teams
- Project Management
- Geotechnical Engineering Subconsultant Design Report

Bidding & Negotiating Phase:

- Prepare Construction Contract and Technical Specifications
- Quantity Take-offs & Engineers Estimate
- Assist the Client with Bid Letting Process
- Receive Bids & Tabulate Results
- Recommend Contractor to Owner

Items Provided by Owner:

- Access to Project Site
- Easement Procurement

Additional Items that can be Provided by CTA under amendment or separate contract

- Construction Administration and Observation
- Traffic Study
- Retaining Wall Design
- Landscaping Design
- Offsite Utility or Street Extensions

This is the scope of services for the Project. Should there be additions to this scope of services, those services shall be compensated for additional fee.

Exhibit A4 Scope of Environmental Services For:

Project:	SW Bright Road Extension
Client:	City of Bentonville
Location of Project:	SW Bright Road (existing terminus south of SW 14 th Street), Bentonville, AR
Discipline:	Environmental
Discipline Manager:	David Rupe
Project Manager:	Bill Burnett, PE
Proposal Date:	July 10, 2025
Billing Type:	Hourly + reimbursables (estimated at \$500)
Fee:	\$14,100 WOTUS Delineation, Section 404 Permitting, Section 401, STAA \$ 500 Estimated Reimbursements \$14,600 Estimated Total
Description of the Construction Project:	Wetland delineation and Section 404 permitting regarding proposed Bright Road extension, extending approximately 1,100 LF south of existing terminus.

The services to be provided by the Engineer:

- Waters of the U.S. (WOTUS) Delineation and Report within proposed road extension corridor
- Section 404 Nationwide Permit Application or Standard (Individual) Permit Application (depending on acreage of aquatic resource impacts) and U.S. Army Corps of Engineers (USACE) Coordination
- Section 401 Water Quality Certification (if Section 404 Individual Permit required) and Short Term Activity Authorization (STAA) application
- Threatened and Endangered Species Desktop Review

Scope of Basic Services does NOT Include the Following:

- USACE Jurisdictional Determination Request and Coordination
- Biological and/or Habitat Assessments/Surveys
- Geotechnical Investigation
- Construction oversight and due diligence
- Phase 1 Cultural Resources Survey (performed by subconsultant)
- Bat survey, if required (provided by subconsultant)
- Phase 1 Environmental Site Assessment

Note: Services listed can be provided for an additional fee.

Items to be provided by Owner:

- Site access

This is the scope of services for the Project. Should there be additions to this scope of services, those services shall be compensated for an additional fee.

Exhibit A5 Scope of Basic Services For:

Project:	SW Bright Road Extension	
Client:	City of Bentonville	
Location of Project:	SW 18 th Street & SW Bright Road, Bentonville AR	
Discipline:	Surveying	
Discipline Manager:	James Montgomery	
Project Manager:	Sean Johnson	
Proposal Date:	7/24/2025	
Billing Type:	Hourly Not to Exceed Basis, plus reimbursable expenses (estimated \$700)	
Fee:	Topographic Design Survey:	\$24,000 (Hourly NTE- plus expenses)
Description of the Construction Project:	Topographic Design Survey of a part of Parcels 01-08652-000 & 01-17246-000 Starting from North edge of Parcel 01-08652-000, Locating a 150' wide strip along the proposed SW Bright Rd Ext, being about 1,500 L.F. +/- to the South edge of said parcel as shown on Exhibit "C3". Also locating finish floors & X-Sections as shown on Exhibit "C2".	

The Service to be Provided by the Surveyor are as Outlined Below:

Topographic Design Survey:

- A title company will be employed to provide a title search of the property to be surveyed. The title search will include record plats (including adjoining plats), deeds (including adjoining deeds) and easement documents. The title company fee will be a reimbursable expense to the client.
- A representative from our survey department will mark the site, and we will submit a request to the local utility 1-Call System to mark all underground utilities within the proposed project site.
- Our survey crew will set at least two survey control monuments adjacent to the site that will be tied to the city state plane coordinates and elevation datum to which all survey data for this project will be referenced.
- We will provide a topographic survey of the project survey site as shown on attached Exhibit "C3". Sufficient ground elevation shots will be taken for the creation of 1'-contours across the survey site, which will include some areas beyond the boundary lines, where accessible.
- We will locate all visible utility lines and those as marked by the utility 1-Call System. All flow lines of drainage inlets and pipes will be measured, and the invert elevation of sanitary sewer manholes will be recorded. All pipe sizes will be measured and shown on the topographic survey.
- Our field crew will locate trees 6" or bigger.
- We will locate fences, driveways and buildings.
- We will locate any property corners that are available for the property.
- We will prepare an AutoCAD base survey drawing of the topographic design survey of the site, which will be used for engineering design purposes. This base survey drawing will include property boundary lines and any easement lines discovered by the examination of the title search for the property or any other provided document.
- We will locate the labeled 7 X-Sections & Finish Floors as noted on Exhibit C2.
- We will prepare legal descriptions with exhibits for easement documents on two parcels.
- Locate Geo Tech bore holes.

Scope of Basic Services does NOT Include the Following:

- Preparation of a final subdivision plat, easement dedication plat, easement documents, tract or lot split plats, tract or lot combination plats, or similar type plats as may be required by the governing agency for approval of this project.
- Surveys and plats of the property for financing, sales, or other purposes such as an ALTA or as-built survey.
- Surveys of offsite utility, street or drainage improvements not within the survey site.
- Surveys for environmental studies, including wetland delineation.
- Surveys for flood data or studies for Corps of Engineer, FEMA or other special government agency permitting.
- Surveys for location of geotechnical soil borings or pits.
- Surveying related to construction services or construction staking.
- Phase 1 Environmental Site Assessment
- Cultural Resources Survey
- Threatened & Endangered Species Habitat Assessment
- A separate tree location or landscape plat.

Note: Services listed can be provided for additional fee.

Client Shall Provide:

- A copy of the current deed for the property.
- Any existing boundary and topographic survey plats of the property that are in their possession.
- Disclosure of known boundary disputes, possible encroachments, and gaps or overlaps with adjoining properties.
- Disclosure of known buried tanks or environmental concerns within the proposed improvement site area that will be required to be shown on the survey.
- Access for our survey crew personnel to enter the property to conduct the surveys.

This is the scope of services for the Project. Should there be additions to this scope of services, those services shall be compensated for additional fee.



Exhibit "B"
Standard Hourly Rate Schedule
Effective January 1, 2025

Category	Hourly Rate
CIVIL ENGINEERING	
ENGINEERING PRINCIPAL	\$ 260
SR. ENGINEERING MANAGER	\$ 230
ENGINEERING MANAGER	\$ 195
SR. PROJECT ENGINEER	\$ 170
PROJECT ENGINEER	\$ 155
ENGINEER INTERN III	\$ 140
ENGINEER INTERN II	\$ 130
ENGINEER INTERN I	\$ 120
SR. ENGINEERING DESIGNER	\$ 165
ENGINEERING DESIGNER III	\$ 130
ENGINEERING DESIGNER II	\$ 110
ENGINEERING DESIGNER I	\$ 100
ENGINEERING CAD TECHNICIAN III	\$ 90
ENGINEERING CAD TECHNICIAN II	\$ 80
ENGINEERING CAD TECHNICIAN I	\$ 70
ENVIRONMENTAL	
ENVIRONMENTAL MANAGER	\$ 210
SR. ENVIRONMENTAL SCIENTIST	\$ 150
PROJECT ENVIRONMENTAL SCIENTIST	\$ 120
ENVIRONMENTAL SCIENTIST II	\$ 100
ENVIRONMENTAL SCIENTIST I	\$ 80
ENVIRONMENTAL FIELD TECHNICIAN	\$ 65
INSPECTION	
SR. INSPECTOR	\$ 115
INSPECTOR II	\$ 100
INSPECTOR I	\$ 80
LANDSCAPE ARCHITECTURE	
LANDSCAPE ARCHITECTURE MANAGER	\$ 190
SR. LANDSCAPE ARCHITECT	\$ 170
PROJECT LANDSCAPE ARCHITECT	\$ 130
LANDSCAPE DESIGNER II	\$ 110
LANDSCAPE DESIGNER I	\$ 95
LANDSCAPE DESIGN INTERN	\$ 85
ADMINISTRATIVE	
ADMINISTRATIVE PRINCIPAL	\$ 225
ADMINISTRATIVE MANAGER	\$ 170
ADMINISTRATIVE IV	\$ 115
ADMINISTRATIVE III	\$ 90
ADMINISTRATIVE II	\$ 70
ADMINISTRATIVE I	\$ 55

Category	Hourly Rate
PLANNING	
SR. PLANNING MANAGER	\$ 220
PLANNING MANAGER	\$ 210
SR. PLANNER	\$ 190
PROJECT PLANNER	\$ 130
PLANNER III	\$ 120
PLANNER II	\$ 110
PLANNER I	\$ 100
SURVEYING	
SURVEYING PRINCIPAL	\$ 240
SR. SURVEYING MANAGER	\$ 205
SURVEYING MANAGER	\$ 180
SR. PROJECT SURVEYOR	\$ 160
PROJECT SURVEYOR	\$ 140
SURVEYOR INTERN II	\$ 125
SURVEYOR INTERN I	\$ 110
SURVEY COORDINATOR	\$ 120
CREW CHIEF II	\$ 110
CREW CHIEF I	\$ 95
FIELD SURVEYOR III	\$ 85
FIELD SURVEYOR II	\$ 75
FIELD SURVEYOR I	\$ 65
SURVEY CAD TECHNICIAN III	\$ 105
SURVEY CAD TECHNICIAN II	\$ 85
SURVEY CAD TECHNICIAN I	\$ 75
UAV SERVICES	
UAV TEAM LEAD	\$ 125
UAV PILOT	\$ 85
GEOGRAPHIC INFORMATION SYSTEMS	
SR. GIS MANAGER	\$ 175
GIS MANAGER	\$ 140
GIS ANALYST	\$ 105
GIS TECHNICIAN II	\$ 80
GIS TECHNICIAN I	\$ 55
REIMBURSABLE EXPENSES	
GPS Equipment.....	\$35/Hour
Robotic Survey Equipment.....	\$20/Hour
LiDAR Scanning Equipment	\$35/Hour
UAV	\$1000/Unit
Job Related Mileage.....	\$0.70/Mile
Per Diem for Out of Town Crews.....	Per GSA Allowable
Airfare and other travel related expenses.....	At Cost
Black and white 8.5"x11" Copies	\$0.15/sheet
Color 8.5"x11" Copies	\$1.50/sheet
Photo Paper Color Plan Sheet Copies	\$0.75/sq. ft.
Reproducible Plan Copies (Vellum)	\$1.50/sq. ft.
Reproducible Plan Copies (Bond)	\$0.35/sq. ft.
All rates are subject to change without notice.	

EXHIBIT C1



SW 14TH (HWY 102)

SW 15TH ST.

BRIGHT RD.

MAYFLOWER RD.

End of existing Bright Rd.

SW 18TH ST.

Proposed Bright Rd.
Trail and roadway
extension (this contract)

Little Osage
Tributary 2

Proposed bridge or box culvert
(this contract)

SW 20TH ST.

SW ELLINGTON ST.

Segment of Bright Rd. Trail
and roadway extension to
be constructed w/ Marshall
Townhomes

Marshall
Townhomes
Development

Little Osage
Tributary 2

End of existing Bright Rd.

EXHIBIT C2



EXHIBIT C3

SURVEY SITE



RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH CRAFTON, TULL & ASSOCIATES, INC., IN AN AMOUNT NOT TO EXCEED FOUR HUNDRED FORTY-SEVEN THOUSAND ONE HUNDRED FORTY DOLLARS (\$447,140.00), FOR DESIGN OF THE SW BRIGHT ROAD AND TRAIL PROJECT; AND FOR OTHER PURPOSES.

WHEREAS, Crafton, Tull & Associates, Inc. was selected following the City’s Purchasing Policy for professional services using SOQ-25-55;

WHEREAS, this agreement is for the design of the SW Bright Road and trail project; and

WHEREAS, a previously approved grant from the Walton Family Foundation funds this agreement.

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 Crafton, Tull & Associates, Inc., in an amount not to exceed four hundred forty-seven thousand one hundred forty dollars (\$447,140.00), to design the SW Bright Road and trail project;

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

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

PASSED this _____ day of _____, 2025.

APPROVED:

STEPHANIE ORMAN, Mayor

ATTEST:

MALORIE MARRS, City Clerk



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:		Submitted By:	
Phone:		For Department(s):	
Email:			

Item Type (Check all that apply)

<input type="checkbox"/> Informational	<input type="checkbox"/> Bid Award	<input type="checkbox"/> Enter into an Agreement	<input type="checkbox"/> Change Order
<input type="checkbox"/> Recognizing Funds	<input type="checkbox"/> Budget Adjustment	<input type="checkbox"/> Waiver of Bid	<input type="checkbox"/> Emergency Clause
Ordinance	Resolution	Informational	

Title, Recommendation & Justification

Title:	
Action Recommendation & Justification:	
Additional Comments for Consideration (Optional):	

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

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

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

Fund(s) Impacted

(check all that apply)

General Fund **Utility Fund** **Street Fund** **Other(s):** _____

Budget Impact Notes for Consideration (Optional):

September 29, 2025

Creek Wenger
City of Bentonville
305 SW A Street
Bentonville, AR 72712

RE: Grant #113758

Dear Creek,

It is my pleasure to inform you that Steuart Walton (“Donor”) has approved a grant recommendation to be made to the Kelly & Steuart Walton Donor-Advised Fund (“Fund”) at Fidelity Charitable in the amount of \$477,030.27 to the City of Bentonville (“Organization”). For the avoidance of doubt, this letter is not intended to be, and does not constitute, a binding pledge by the Donor or the Fund, as defined below.

- 1. Purpose:** Upon recommendation approval, the Fund will grant to the Organization for the purpose stated in the award letter from Fidelity Charitable; *To support tree planting for the 2025 Foresting the Future program.* It is, therefore, the Fund’s expectation that any changes in this purpose be consulted in advance with your point of contact listed at the end of this letter.

We hope you will help us honor the spirit of our policy by noting in your records that we do not accept any type of gratuity, including tickets, tables, recognition items or benefits of any kind.

- 2. Amount: \$477,030.27**

Payments will be recommended as follows:

Installment	Installment Amount	Installment Date
#1	\$477,030.27	On or about October 10, 2025

- 3. Reports:** The Donor of the Kelly & Steuart Walton Fund kindly requests the Organization provide reporting by the due date listed in the report schedule below.

Report Type	Report Due Date
Narrative report to include (1) how many trees were planted and (2) any feedback on the Foresting the Future program	February 28, 2026

Each report will be sent electronically to Katie Parsons, kparsons@runwaynwa.com and Theresa Edwards, tedwards@wppg.org copied. Please reference 113758 on all correspondence.

- 4. Grant Publicity:** If publicized or recognized, please coordinate communications about this grant with your point of contact listed below prior to any announcements.

If you have questions about this grant, please reach out to Katie Parsons, kparsons@runwaynwa.com. Please reference Project 113758 in your communication.

Sincerely,

Katie Parsons
Regional Affairs Director
Runway Group

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ACCEPT A GRANT FROM FIDELITY CHARITABLE, VIA KELLY AND STEUART WALTON, IN THE AMOUNT OF FOUR HUNDRED SEVENTY-SEVEN THOUSAND THIRTY DOLLARS AND TWENTY-SEVEN CENTS (\$477,030.27), TO SUPPORT TREE PLANTING FOR THE 2025 FORESTING THE FUTURE PROGRAM; AMENDING THE 2025 BUDGET; AND FOR OTHER PURPOSES.

WHEREAS, the Bentonville Parks and Recreation Department requests approval to accept a grant from Fidelity Charitable, in the amount of four hundred seventy-seven thousand thirty dollars and twenty-seven cents (\$477,030.27);

WHEREAS, this grant will be used to support tree planting for the 2025 Foresting the Future program; and

WHEREAS, a budget adjustment is needed to accept and appropriate 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 enter into a grant agreement with Fidelity Charitable, via Kelly and Steuart Walton, in the amount of four hundred seventy-seven thousand thirty dollars and twenty-seven cents (\$477,030.27), to support tree planting for the 2025 Foresting the Future program;

Section 2: The 2025 Budget is hereby adjusted to recognize four hundred seventy-seven thousand thirty dollars and twenty-seven cents (\$477,030.27) in grant funds into Account #105030-33810 – Local Grants;

Section 3: The 2025 Budget is further adjusted to appropriate the same from Account #105030-33810 – Local Grants into Account #105030-44450 – Public Works by Project Maintenance;

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 and APPROVED this _____ day of _____, 2025.

APPROVED:

ATTEST:

Stephanie Orman, MAYOR

Malorie Marrs, CITY CLERK



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:		Submitted By:	
Phone:		For Department(s):	
Email:			

Item Type (Check all that apply)

<input type="checkbox"/> Informational	<input type="checkbox"/> Bid Award	<input type="checkbox"/> Enter into an Agreement	<input type="checkbox"/> Change Order
<input type="checkbox"/> Recognizing Funds	<input type="checkbox"/> Budget Adjustment	<input type="checkbox"/> Waiver of Bid	<input type="checkbox"/> Emergency Clause
<input type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Informational	

Title, Recommendation & Justification

Title:	
Action Recommendation & Justification:	
Additional Comments for Consideration (Optional):	

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

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

Account Number (ORG-OBJECT)	Account Description	\$	\$
		Expense	Revenue
		\$	\$
		Expense	Revenue
		\$	\$
		Expense	Revenue
		\$	\$
		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: Creek Wenger, Parks and Recreation Maintenance Manager
Date: September 23, 2025
Re: Council approval of Bid Award IFB 25-64, in the amount of \$396,080.27, to Fresh-N-Green, Inc. for the sourcing, planting, and 12-month care of 500 trees on City property and 63 trees on private property as part of a citywide urban forestation program managed by the City Planning Department.

Council approval of Bid Award IFB 25-64, in the amount of \$396,080.27, to Fresh-N-Green, Inc. for the sourcing, planting, and 12-month care of 500 trees on City property and 63 trees on private property as part of a citywide urban forestation program managed by the City Planning Department. This project will be fully funded through an outside grant.

The awarded project includes the installation and establishment care of 563 trees representing 59 different species, providing significant ecological, aesthetic, and community benefits. The inclusion of both public and private properties in this effort will help strengthen the City's urban canopy, improve air quality, and provide long-term shade and stormwater management benefits across neighborhoods.

Approval of this bid award is essential to supporting the City's sustainability goals and enhancing quality of life for residents. The addition of diverse tree species through this program contributes to the resilience of the community's urban forest while demonstrating the City's commitment to environmental stewardship.

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



CITY OF BENTONVILLE, ARKANSAS PURCHASING AND COMPLIANCE DEPARTMENT

FORMAL SEALED BID TABULATION

Date of Bid Opening:	8/26/25	Time of Bid Opening:	1:00 PM CST	IFB-25-64
-----------------------------	----------------	-----------------------------	--------------------	------------------

Solicitation Title: 2025 Tree Planting


Bidders:				BrightView Landscape Development		Fresh-N-Green, Inc.		
Line Item	Description		Quantity/ Species Total	Unit of Measure	Unit Price	Extended Price	Unit Price	Extended Price
1	American elm	Ulmus americana	20	EA	\$395.00	\$ 7,900.00	\$190.00	\$ 3,800.00
2	Bald Cypress	Taxodium distichum	18	EA	\$412.00	\$ 7,416.00	\$190.00	\$ 3,420.00
3	Basswood	Tilia americana	15	EA	\$412.00	\$ 6,180.00	\$195.00	\$ 2,925.00
4	Bitternut hickory	Carya cordaformis	3	EA	\$480.00	\$ 1,440.00	\$195.00	\$ 585.00
5	Black Cherry	Prunus serotina	9	EA	\$480.00	\$ 4,320.00	\$300.00	\$ 2,700.00
6	Black locust	Robinia pseudoacacia	6	EA	\$567.00	\$ 3,402.00	\$205.00	\$ 1,230.00
7	Black oak	Quercus velutina	6	EA	\$550.00	\$ 3,300.00	\$195.00	\$ 1,170.00
8	Black Walnut	Juglans nigra	40	EA	\$567.00	\$ 22,680.00	\$305.00	\$ 12,200.00
9	black willow	Salix nigra	1	EA	\$567.00	\$ 567.00	\$205.00	\$ 205.00
10	Boxelder	Acer negundo	3	EA	\$455.00	\$ 1,365.00	\$0.00	0.00
11	Bur oak	Quercus macrocarpa	9	EA	\$412.00	\$ 3,708.00	\$190.00	\$ 1,710.00
12	Cherrybark oak	Quercus pagoda	17	EA	\$395.00	\$ 6,715.00	\$195.00	\$ 3,315.00
13	Chinkapin oak	Quercus muehlenbergii	2	EA	\$412.00	\$ 824.00	\$220.00	\$ 440.00
14	Dogwood	Cornis florida	5	EA	\$412.00	\$ 2,060.00	\$225.00	\$ 1,125.00
15	Downy serviceberry	Amelanchier arborea	3	EA	\$412.00	\$ 1,236.00	\$225.00	\$ 675.00

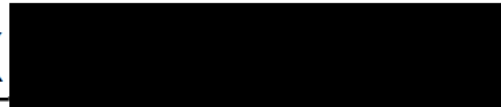
16	Eastern Redbud	<i>Cercis canadensis</i>	12	EA	\$412.00	\$ 4,944.00	\$225.00	\$ 2,700.00
17	Green ash	<i>Fraxinus pennsylvanica</i>	1	EA	\$437.00	\$ 437.00	\$240.00	\$ 240.00
18	Hackberry	<i>Celtis occidentalis</i>	17	EA	\$420.00	\$ 7,140.00	\$195.00	\$ 3,315.00
19	Hawthorn	<i>Crataegus viridis</i>	3	EA	\$403.00	\$ 1,209.00	\$195.00	\$ 585.00
20	Honey locust	<i>Gleditsia triacanthos</i>	4	EA	\$394.00	\$ 1,576.00	\$195.00	\$ 780.00
21	Eastern Hophornbeam	<i>Ostrya virginiana</i>	2	EA	\$420.00	\$ 840.00	\$255.00	\$ 510.00
22	Kentucky coffee tree	<i>Gymnocladus dioicus</i>	4	EA	\$412.00	\$ 1,648.00	\$195.00	\$ 780.00
23	Loblolly pine	<i>Pinus taeda</i>	3	EA	\$350.00	\$ 1,050.00	\$205.00	\$ 615.00
24	Mokernut Hickory	<i>Carya tomentosa</i>	2	EA	\$653.00	\$ 1,306.00	\$525.00	\$ 1,050.00
25	American Hornbeam	<i>Carpinus caroliniana</i>	50	EA	\$412.00	\$ 20,600.00	\$205.00	\$ 10,250.00
26	N Red Oak	<i>Quercus rubra</i>	11	EA	\$403.00	\$ 4,433.00	\$195.00	\$ 2,145.00
27	Nuttall oak	<i>Quercus texana</i>	3	EA	\$403.00	\$ 1,209.00	\$195.00	\$ 585.00
28	Osage orange	<i>Maclura pomifera</i>	12	EA	\$455.00	\$ 5,460.00	\$280.00	\$ 3,360.00
29	Overcup oak	<i>Quercus lyrata</i>	3	EA	\$394.00	\$ 1,182.00	\$195.00	\$ 585.00
30	Pawpaw	<i>Asimina triloba</i>	14	EA	\$430.00	\$ 6,020.00	\$325.00	\$ 4,550.00
31	Pecan	<i>Carya illinoensis</i>	25	EA	\$480.00	\$ 12,000.00	\$288.00	\$ 7,200.00
32	Persimmon	<i>Diospyros virginiana</i>	6	EA	\$445.00	\$ 2,670.00	\$350.00	\$ 2,100.00
33	Post oak	<i>Quercus stellata</i>	11	EA	\$480.00	\$ 5,280.00	\$220.00	\$ 2,420.00
34	Red mulberry	<i>Morus rubra</i>	3	EA	\$386.00	\$ 1,158.00	\$0.00	0.00
35	Sawtooth oak	<i>Quercus acutissima</i>	1	EA	\$394.00	\$ 394.00	\$195.00	\$ 195.00
36	Scarlet oak	<i>Quercus coccinea</i>	11	EA	\$403.00	\$ 4,433.00	\$195.00	\$ 2,145.00
37	Shagbark Hickory	<i>Carya ovata</i>	2	EA	\$567.00	\$ 1,134.00	\$190.00	\$ 380.00
38	Shortleaf Pine	<i>Pinus echinata</i>	3	EA	\$394.00	\$ 1,182.00	\$335.00	\$ 1,005.00
39	Shurmard oak	<i>Quercus shumardii</i>	8	EA	\$403.00	\$ 3,224.00	\$190.00	\$ 1,520.00
40	Slippery elm	<i>Ulmus rubra</i>	1	EA	\$740.00	\$ 740.00	\$190.00	\$ 190.00
41	Smoke tree	<i>Cotinus obovatus</i>	1	EA	\$437.00	\$ 437.00	\$200.00	\$ 200.00
42	Southern magnolia	<i>Magnolia grandiflora</i>	1	EA	\$480.00	\$ 480.00	\$255.00	\$ 255.00
43	Sugar maple	<i>Acer saccharum</i>	49	EA	\$385.00	\$ 18,865.00	\$200.00	\$ 9,800.00
44	Swamp white oak	<i>Quercus bicolor</i>	12	EA	\$385.00	\$ 4,620.00	\$195.00	\$ 2,340.00
45	Sycamore	<i>Platanus occidentalis</i>	18	EA	\$385.00	\$ 6,930.00	\$190.00	\$ 3,420.00

46	The President	Ginkgo biloba	4	EA	\$480.00	\$ 1,920.00	\$280.00	\$ 1,120.00
47	Tulip Tree	Liriodendron tulipifera	3	EA	\$403.00	\$ 1,209.00	\$211.00	\$ 633.00
48	Water oak	Quercus nigra	4	EA	\$412.00	\$ 1,648.00	\$195.00	\$ 780.00
49	Water tupelo	Nyssa aquatica	6	EA	\$412.00	\$ 2,472.00	\$245.00	\$ 1,470.00
50	White fringetree	Chionanthus virginicus	9	EA	\$455.00	\$ 4,095.00	\$255.00	\$ 2,295.00
51	White oak	Quercus alba	2	EA	\$420.00	\$ 840.00	\$195.00	\$ 390.00
52	Willow oak	Quercus phellos	9	EA	\$395.00	\$ 3,555.00	\$195.00	\$ 1,755.00
53	Yellowwood	Cladrastis kentukea	6	EA	\$438.00	\$ 2,628.00	\$225.00	\$ 1,350.00
54	Zelkova	Zelkova serrata	7	EA	\$394.00	\$ 2,758.00	\$225.00	\$ 1,575.00
55	Bald Cyprus	Taxodium distichum	3	EA	\$395.00	\$ 1,185.00	\$190.00	\$ 570.00
56	Oak	Quercus robur	2	EA	\$388.00	\$ 776.00	\$195.00	\$ 390.00
57	Redbud	Cercis canadensis L.	22	EA	\$379.00	\$ 8,338.00	\$225.00	\$ 4,950.00
58	Red Maple	Acer rubrum	25	EA	\$395.00	\$ 9,875.00	\$190.00	\$ 4,750.00
59	White Dogwood	Cornus florida	11	EA	\$368.00	\$ 4,048.00	\$225.00	\$ 2,475.00
60	Installation/Planting		563	EA	\$264.00	\$ 148,632.00	\$330.00	\$ 185,790.00
61	Post Platning Care		1	LS	\$142,800.00	\$ 142,800.00	\$85,067.27	\$ 85,067.27
TOTAL BID PRICE						\$ 532,493.00	\$	396,080.27

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

TABULATION VERIFICATION


 Purchasing and Compliance Specialist


 Kelsi Frederick
 Purchasing and Compliance Manager

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH FRESH-N-GREEN, INC., PER THE UNIT PRICES NOT TO EXCEED THREE HUNDRED NINETY-SIX THOUSAND EIGHTY DOLLARS AND TWENTY-SEVEN CENTS (\$396,080.27), FOR 2025 TREE PLANTING; AND FOR OTHER PURPOSES.

WHEREAS, Fresh-N-Green, Inc. was the lowest bid received for IFB-25-64;

WHEREAS, this agreement is for the sourcing, planting, and 12-month care of 563 trees; and

WHEREAS, a previously approved grant funds this agreement.

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 Fresh-N-Green, Inc., per the unit prices not to exceed three hundred ninety-six thousand eighty dollars and twenty-seven cents (\$396,080.27), for 2025 tree planting;

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

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

PASSED this _____ day of _____, 2025.

APPROVED:

STEPHANIE ORMAN, Mayor

ATTEST:

MALORIE MARRS, City Clerk



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:		Submitted By:	
Phone:		For Department(s):	
Email:			

Item Type (Check all that apply)

<input type="checkbox"/> Informational	<input type="checkbox"/> Bid Award	<input type="checkbox"/> Enter into an Agreement	<input type="checkbox"/> Change Order
<input type="checkbox"/> Recognizing Funds	<input type="checkbox"/> Budget Adjustment	<input type="checkbox"/> Waiver of Bid	<input type="checkbox"/> Emergency Clause
<input type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Informational	<input type="checkbox"/> Appointment

Title, Recommendation & Justification

Title:	
Action Recommendation & Justification:	
Additional Comments for Consideration (Optional):	

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

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

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

Fund(s) Impacted

(check all that apply)

General Fund **Utility Fund** **Street Fund** **Other(s):** _____

Budget Impact Notes for Consideration (Optional):

**OFF-STREET PARKING DEVELOPMENT DISTRICT #3
OF THE CITY OF BENTONVILLE
POST OFFICE BOX 1860
BENTONVILLE, AR 72712**

To: The Honorable Stephanie Orman, Mayor of the City of Bentonville,
Arkansas

From: Becca Hazlewood, Acting Secretary of the Off-Street Parking
Development District #3 of the City of Bentonville

RE: Resignation of Commissioner T. Christopher Seay and Nomination of
Chad Evans as Commissioner of the District

Date: September 24, 2025

At the July 14, 2025 annual meeting of the Board of Commissioners of the Off-Street Parking Development District #3 of the City of Bentonville (the “**District**”), Commissioner T. Christopher Seay gave his resignation as a Commissioner of the District to be effective on the later of July 15, 2025 and the appointment of a replacement Commissioner by the City of Bentonville.

The remaining Commissioners have voted to nominate Mr. Chad Evans to fill the Commissioner position currently held by Mr. Seay. Mr. Evans is a corporate representative of Arvest Bank, a property owner of real property within the District, as required by Ark. Code Ann. § 14-88-301.

In accordance with Ark. Code Ann. § 14-88-303, the District requests that the Mayor nominate Mr. Chad Evans for approval by the City Council of Bentonville, Arkansas to fill the vacancy in the position of Commissioner of the District, such appointment to be effective upon approval by the City Council.



October 14, 2025

To: City Council Members & City Clerk

From: Mayor Stephanie Orman

Subject: Appointment of Chad Evans to the Off-Street Parking District #3 Commission.

I recommend Chad Evans for appointment to Bentonville's Off-Street Parking District #3 Commission. Mr. Evans will be filling the position being vacated by Christopher Seay. The only call for term limits on this commission is if the individual no longer owns property in the district or if they tender resignation.

A handwritten signature in blue ink, appearing to be "SO", is located above the name Stephanie Orman.

Stephanie Orman



Consent Agenda Item

For the City Council meeting on October 13, 2025

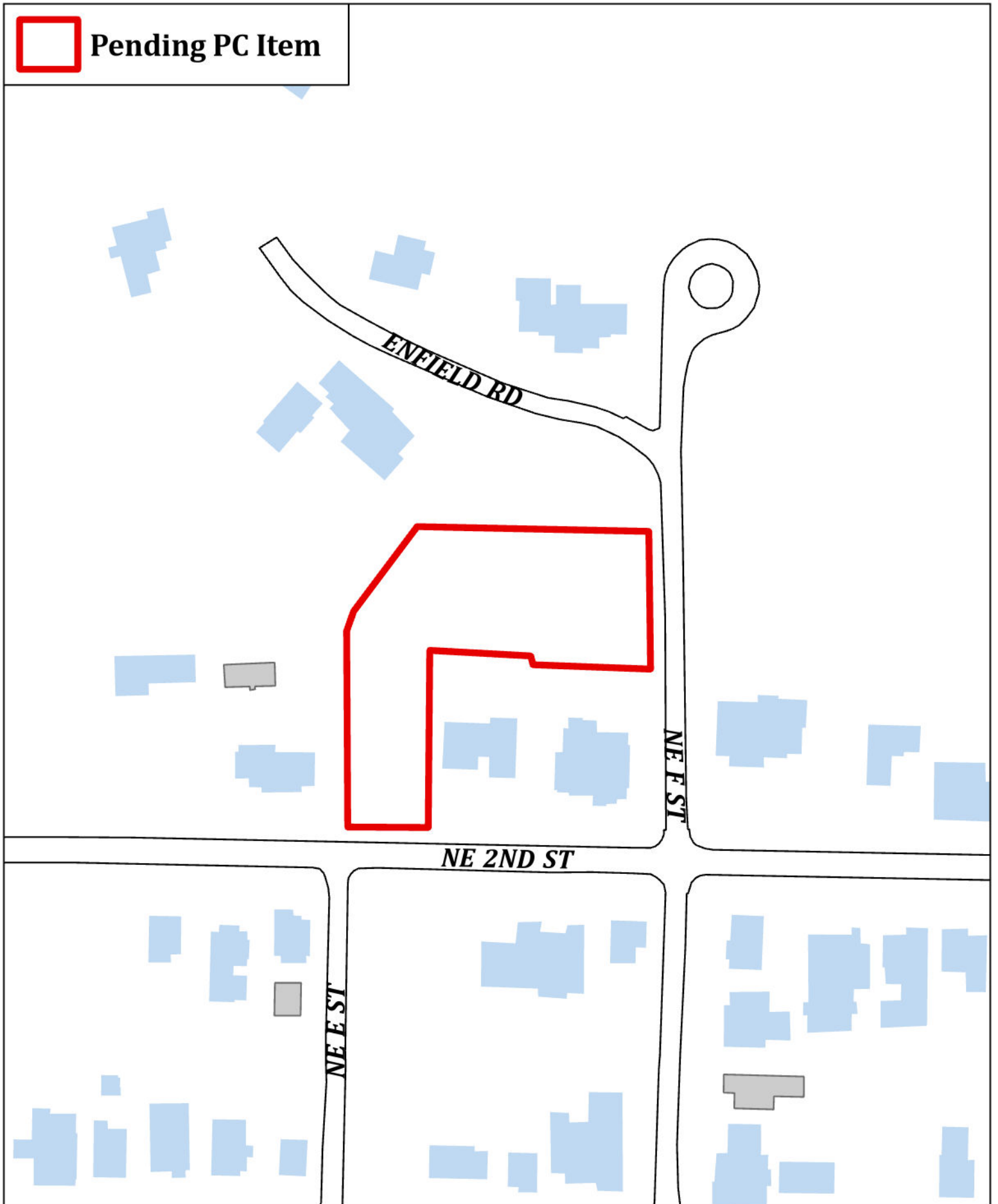
Details

Property Line Adjustment: Tracts A and D of Lincoln and Rice Addition Block 6, Creating Lots 1 & 2 of Lincoln and Rice Addition, Block 6. 501 Northeast F Street, R-1, Low Density Single Family Residential, PLA25-0021.

A Property Line Adjustment of Tracts A and D of Lincoln and Rice Addition Block 6, Creating Lots 1 & 2 of Lincoln and Rice Addition, Block 6. The plat is dedicating a 15-foot-wide utility easement in Lot 1 along Northeast F Street and a 15-foot wide utility easement in Lot 2 along Northeast 2nd Street.



Pending PC Item



PLA25-0021

Creating Lots 1 and 2 Block 6 Lincoln & Rice Addt.

201 NE F St



Property Line Adjustment of Tract A and Tract D, Block 6, Lincoln and Rice Addition creating Lots 1 & 2, Block 6, Lincoln and Rice Addition Crystal Lands LLC

NE 2nd St
Bentonville, Benton County, Arkansas

GENERAL NOTES:

1. Except as specifically stated or shown on this plat, the survey does not purport to reflect any of the following which may be applicable to the subject real estate: Easements, other than those shown on this plat, which were visible at the time of making of this survey; building setback lines, restrictive covenants; subdivision restrictions; zoning or other land-use regulations, or any other facts which an accurate and current title search may disclose.
2. This plat represents a property line adjustment of Tract D Ratcliff Subdivision as recorded in instrument L202350140 and Tract A, Block 6 Lincoln and Rice Addition as recorded in instrument L202033227 in the public records of Benton County, Arkansas.
3. 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.
4. 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.
5. Declaration is made to the original purchaser of the survey and is not transferable to any additional institutions or subsequent owners.
6. 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.
7. This survey is valid only if the drawing includes the seal and signature of the surveyor.
8. This survey meets the current Arkansas Standards of Practice for Property Boundary Surveys and Plats.
9. Subsurface and environmental conditions were not examined nor considered a part of this survey.
10. 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.
11. 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.
12. 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.
13. The contractor must determine that proposed structures are clear of all boundary lines, easements, and meet building setback requirements before construction begins.
14. By scaled map location and graphical plotting only. A portion of this property is located within Flood Zone "AE" as determined by the National Flood Insurance Program which is subject to inundation by the 1% annual chance flood (100-year flood) shown on the Flood Insurance Rate Map for Benton County, Arkansas.
Map Number: 05007C0255K
Map Revised: June 5, 2012
Revised data provided per Base Level Engineering detailed study found at FEMA Estimated Base Flood Elevation (BEF) Viewer found at <https://webapps.usgs.gov/infrm/estbfe/>
15. 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.
16. No current zoning report or letter regarding zoning classification was provided to the Surveyor, the following information was obtained from the Bentonville GIS map. This property is zoned R-1 (Residential).
17. All structures must maintain a minimum of 20' clearances from all electric lines.
18. No BEUD Electrical Equipment may be located behind a fence.
19. 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.
20. There are no waivers, variances and/or conditional uses at the time of preparing this plat or plan.
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. 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.
23. 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.
24. Owner/Developer shall coordinate with all local utilities to ensure that each lot has water, sewer and electric service.
25. Sidewalks shall be the responsibility of the builder/owner at time of building permit issuance.
26. All sidewalks shall be installed by the timeframes set forth in 900.08 of the Street Specifications.
27. There may not be fences or any other structures built in any drainage easements.
28. The subject area does not contain any areas identified as wetlands per the U.S. Wildlife Wetlands Mapper. The Surveyor is not aware of any wetland delineation by the Army Corps of Engineers.



VICINITY MAP

NOT TO SCALE
Latitude: 36°22'24"N
Longitude: 94°12'17"W

Owner
Parcel Number #01-03281-000
El Contento Property LLC
PO BOX 1860
Bentonville, AR 72712

Owner
Parcel Number #01-18765-000
Ryan Waymire & Kevin G. Lum
607 NE 2nd St.
Bentonville, AR 72712

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



CERTIFICATE OF OWNERSHIP:

We the undersigned, owners of the real estate shown and described herein, do hereby certify that we have laid off, platted, and subdivided and do hereby lay off, plat, subdivide said real estate in accordance with this plat and do hereby dedicate to the use of the public the streets, alleys, drives, easements, etc. as shown on said plat.

Date of Execution: _____

Signed: _____

Name & Address: _____

Print Name: _____

Subscribed and sworn before me, this _____ day of _____, 20____.

Notary Public _____

My Commission Expires _____

CERTIFICATE OF OWNERSHIP:

We the undersigned, owners of the real estate shown and described herein, do hereby certify that we have laid off, platted, and subdivided and do hereby lay off, plat, subdivide said real estate in accordance with this plat and do hereby dedicate to the use of the public the streets, alleys, drives, easements, etc. as shown on said plat.

Date of Execution: _____

Signed: _____

Name & Address: _____

Print Name: _____

Subscribed and sworn before me, this _____ day of _____, 20____.

Notary Public _____

My Commission Expires _____

CERTIFICATE OF APPROVAL

Pursuant to the Bentonville Land Development Code and all other conditions and approval having been completed, this document is hereby accepted. This Certificate is hereby executed under the authority of said rules and regulations.

Date of Execution: _____

Signed: _____
Bentonville Planning Commission Chairman

Signed: _____
Mayor, City of Bentonville

Signed: _____
City Clerk, City of Bentonville

CERTIFICATE OF SURVEYING ACCURACY

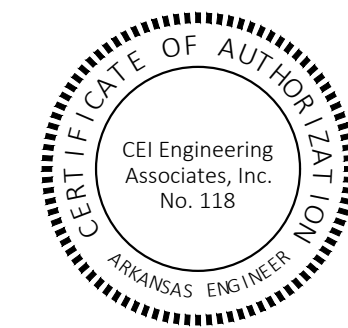
I, Dustin G. Riley, hereby certify that this plat correctly represents a boundary survey made by me and boundary markers and lot corners shown hereon actually exist and their location, type and material are correctly shown and all minimum requirements of the Arkansas Minimum Standards for Property Boundary Surveys and Plans have been met.

Date of Execution: _____

Signed: _____

Registered Land Surveyor: Dustin G. Riley
No. 1618
State of Arkansas

REVISION		
NO.	DESCRIPTION	DATE
1	1st Sub. Comm.	08/19/25
2	2nd Sub. Comm.	09/17/25



City of Bentonville Project #PLA25-0021

Stare 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: _____



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

Property Line Adjustment
Crystal Lands LLC
NE 2nd 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	FLD
CEI PROJECT NUMBER	34479
DATE	9/17/2025
REVISION	REV-2

Cover
SHEET TITLE
SHEET NUMBER

1 OF 2

DRAWING LOCATION: S:\340001\34479\DRAWINGS\SURVEY\WORKING\34479-PLA.DWG -- SAVED BY: WPIERSON

Subject Tract 1 Survey Description

All of Tract A and Part of Tract D, Block 6, Lincoln and Rice Addition to the City of Bentonville per Plat Book 14, Page 42 and part of a Vacated Alley per Ordinance #2025-139 filed at Instrument #L202540633 in the public records of Benton County, Arkansas and being described by metes and bounds as follows:

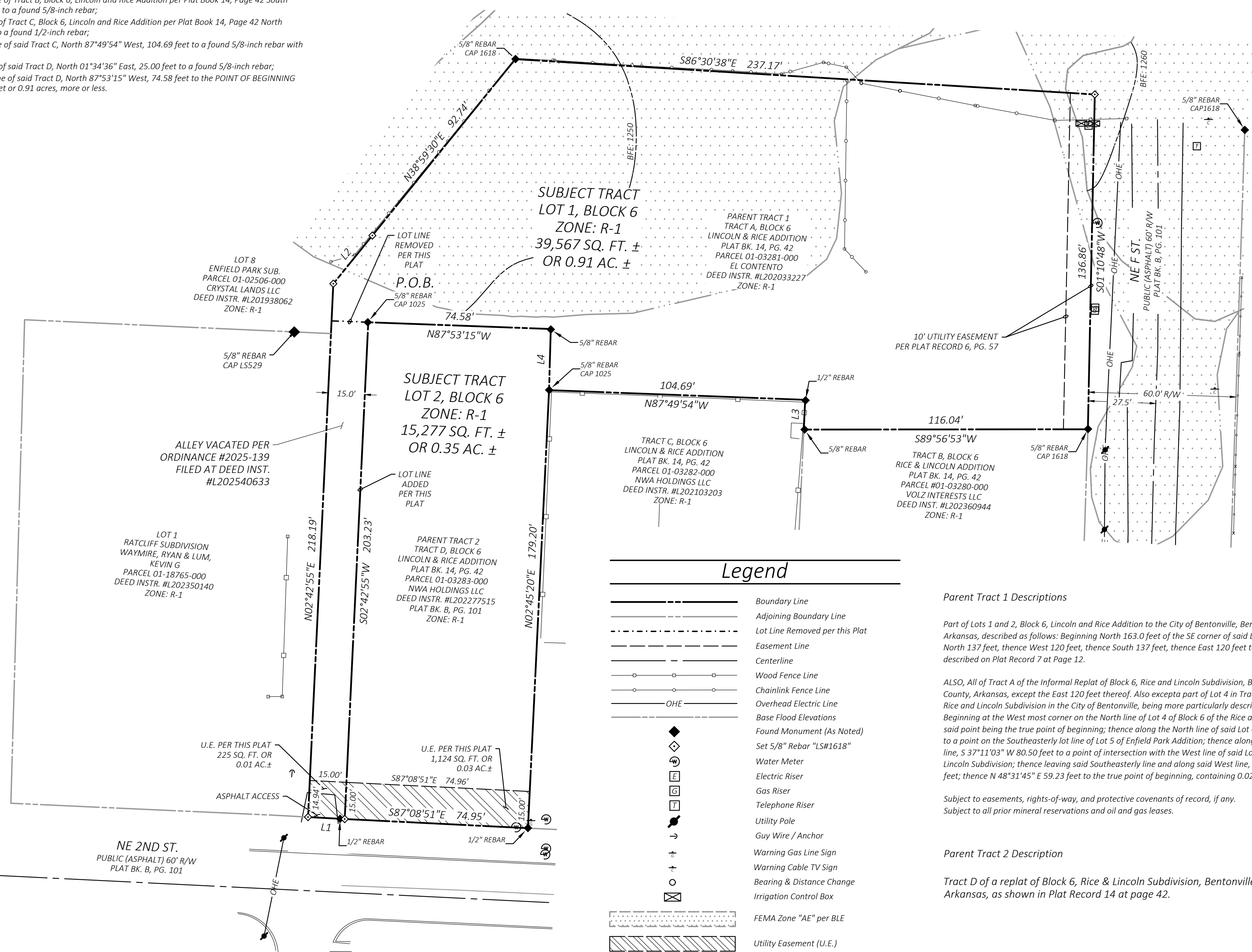
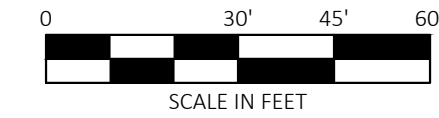
BEGINNING at a 5/8-inch rebar with cap LS 1025 found at the Northwest Corner of said Tract D, Block 6 of Lincoln & Rice Addition;
 THENCE along the West line said of said Tract D, South 02°42'55" West, 203.23 feet to a set 5/8-inch rebar with cap LS 1618 set on the North Right-of-Way of NE 2nd Street per Plat Book B, Page 101;
 THENCE along said North Right-of-Way North 86°55'18" West, passing through a 1/2" rebar at a distance of 1.91 feet, and continuing for a total distance of 15.00 feet to set 5/8-inch rebar with cap LS 1618;
 THENCE along the centerline of a vacated alley per Ordinance #2025-139 filed at Instrument #L202540633, North 02°42'55" East, 218.19 feet to a set 5/8-inch rebar with cap LS 1618;
 THENCE along the North Line of said Tract A the following three (3) courses:
 1. North 38°59'30" East, 25.35 feet to a set 5/8-inch rebar with cap LS 1618;
 2. North 38°59'30" East, 92.74 feet to a found 5/8-inch rebar with cap 1618;
 3. South 86°30'38" East, 237.17 feet to a set 5/8-inch rebar with cap 1618;
 THENCE leaving said North Line, South 01°10'48" West, 136.86 feet to a found 5/8-inch rebar with cap 1618;
 THENCE along the North Line of Tract B, Block 6, Lincoln and Rice Addition per Plat Book 14, Page 42 South 89°56'53" West, 116.04 feet to a found 5/8-inch rebar;
 THENCE along the East Line of Tract C, Block 6, Lincoln and Rice Addition per Plat Book 14, Page 42 North 02°39'14" East, 12.15 feet to a found 1/2-inch rebar;
 THENCE along the North Line of said Tract C, North 87°49'54" West, 104.69 feet to a found 5/8-inch rebar with cap 1025;
 THENCE along the East Line of said Tract D, North 01°34'36" East, 25.00 feet to a found 5/8-inch rebar;
 THENCE along said North Line of said Tract D, North 87°53'15" West, 74.58 feet to the POINT OF BEGINNING containing 39,567 square feet or 0.91 acres, more or less.

Subject Tract 2 Survey Description

Part of Tract D, Block 6, Lincoln and Rice Addition to the City of Bentonville per Plat Book 14, Page 42 filed in the public records of Benton County, Arkansas and being described by metes and bounds as follows:

BEGINNING at a 5/8-inch rebar with cap 1025 found at the Northwest Corner of Tract D, Block 6 of Lincoln & Rice Addition;
 THENCE along the West Line of said Tract D, South 02°42'55" West, 203.23 feet to a set 5/8-inch rebar with cap LS 1618;
 THENCE leaving said West Line, South 87°08'51" East, 74.95 feet to a found 1/2-inch rebar;
 THENCE along the East Line of said Tract D, North 02°45'20" East, 179.20 feet to a 5/8-inch rebar with cap LS 1025;
 THENCE continuing along said East Line North 01°34'36" East, 25.00 feet to a 5/8-inch rebar;
 THENCE along said North Right-of-Way North 02°42'55" West, 74.58 feet to the POINT OF BEGINNING containing 15,277 square feet or 0.35 acres, more or less.

Property Line Table		
Line #	Direction	Length
L1	N86°55'18"W	15.00'
L2	N38°59'30"E	25.35'
L3	N02°39'14"E	12.15'
L4	N01°34'36"E	25.00'



Legend

- Boundary Line
- Adjoining Boundary Line
- Lot Line Removed per this Plat
- Easement Line
- Centerline
- Wood Fence Line
- Chainlink Fence Line
- Overhead Electric Line
- Base Flood Elevations
- Found Monument (As Noted)
- Set 5/8" Rebar "LS#1618"
- Water Meter
- Electric Riser
- Gas Riser
- Telephone Riser
- Utility Pole
- Guy Wire / Anchor
- Warning Gas Line Sign
- Warning Cable TV Sign
- Bearing & Distance Change
- Irrigation Control Box
- FEMA Zone "AE" per BLE
- Utility Easement (U.E.)

Parent Tract 1 Descriptions

Part of Lots 1 and 2, Block 6, Lincoln and Rice Addition to the City of Bentonville, Benton County, Arkansas, described as follows: Beginning North 163.0 feet of the SE corner of said Lot 1, Block 6, thence North 137 feet, thence West 120 feet, thence South 137 feet, thence East 120 feet to the point of beginning as described on Plat Record 7 at Page 12.

ALSO, All of Tract A of the Informal Replat of Block 6, Rice and Lincoln Subdivision, Bentonville, Benton County, Arkansas, except the East 120 feet thereof. Also excepta part of Lot 4 in Tract A of Block 6 of the Rice and Lincoln Subdivision in the City of Bentonville, being more particularly described as follows: Beginning at the West most corner on the North line of Lot 4 of Block 6 of the Rice and Lincoln Subdivision, said point being the true point of beginning; thence along the North line of said Lot 4, S 89°45'51" E 4.22 feet to a point on the Southeastly lot line of Lot 5 of Enfield Park Addition; thence along said Southeastly line, S 37°11'03" W 80.50 feet to a point of intersection with the West line of said Lot 4 of the Rice and Lincoln Subdivision; thence leaving said Southeastly line and along said West line, N 00°07'25" E 24.92 feet; thence N 48°31'45" E 59.23 feet to the true point of beginning, containing 0.02 acres, more or less.

Subject to easements, rights-of-way, and protective covenants of record, if any.
 Subject to all prior mineral reservations and oil and gas leases.

Parent Tract 2 Description

Tract D of a replat of Block 6, Rice & Lincoln Subdivision, Bentonville, Benton County, Arkansas, as shown in Plat Record 14 at page 42.



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

Property Line Adjustment
 Crystal Lands LLC
 NE 2nd 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	FLD
CEI PROJECT NUMBER	34479
DATE	9/17/2025
REVISION	REV-2

PLA
 SHEET TITLE
 SHEET NUMBER

City of Bentonville Project # _____

Stare Survey Code: 500-20N-30W-0-32-340-04-1659 ATLAS PAGE: _____

2 OF 2

DRAWING LOCATION - S:\340001\34479\DRAWINGS\SURVEY\WORKING\34479-PLA.DWG -- SAVED BY - WPIERSON

ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF TRACTS A AND D, BLOCK 6 OF LINCOLN AND RICE ADDITION CREATING NEW LOTS 1 AND 2, BLOCK 6 OF LINCOLN AND RICE ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS; AND FOR OTHER PURPOSES.
(PROJECT NUMBER: PLA25-0021)**

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the property line adjustment of TRACTS A AND D, BLOCK 6 OF LINCOLN AND RICE ADDITION creating new LOTS 1 AND 2, BLOCK 6 OF LINCOLN AND RICE ADDITION the City of Bentonville, Benton County, Arkansas was submitted to the Bentonville Planning Commission on October 7, 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 TRACTS A AND D, BLOCK 6 OF LINCOLN AND RICE ADDITION creating new LOTS 1 AND 2, BLOCK 6 OF LINCOLN AND RICE 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

For the City Council meeting on October 13, 2025

Details

Lot Split: Parcel ID 01-00924-000, Creating Lots 1 & 2 of Whispering Pines Subdivision. 1711 Southwest 2nd Street, R-1, Low Density Single Family Residential, LS25-0030.

A Lot Split of Parcel ID 01-00924-000, Creating Lots 1 & 2 of Whispering Pines Subdivision. The plat is dedicating 0.39 acres of right-of-way along Southwest 2nd Street, a 20-foot-wide utility easement along Southeast 2nd Street, a 20-foot wide access easement on Lot 1 along a portion of its east property line, and a variable width utility easement in Lot 1 along its west property line.



Pending PC Item

NW WINFIELD LN

NW TRAIL RIDGE RD

FOX GLOVE LN

NW O ST

SW 2ND ST



Creating
Lots 1 & 2

SW O ST

OAK VALLEY LN



LS25-0030
Creating Lots 1 & 2
1711 SW 2ND ST

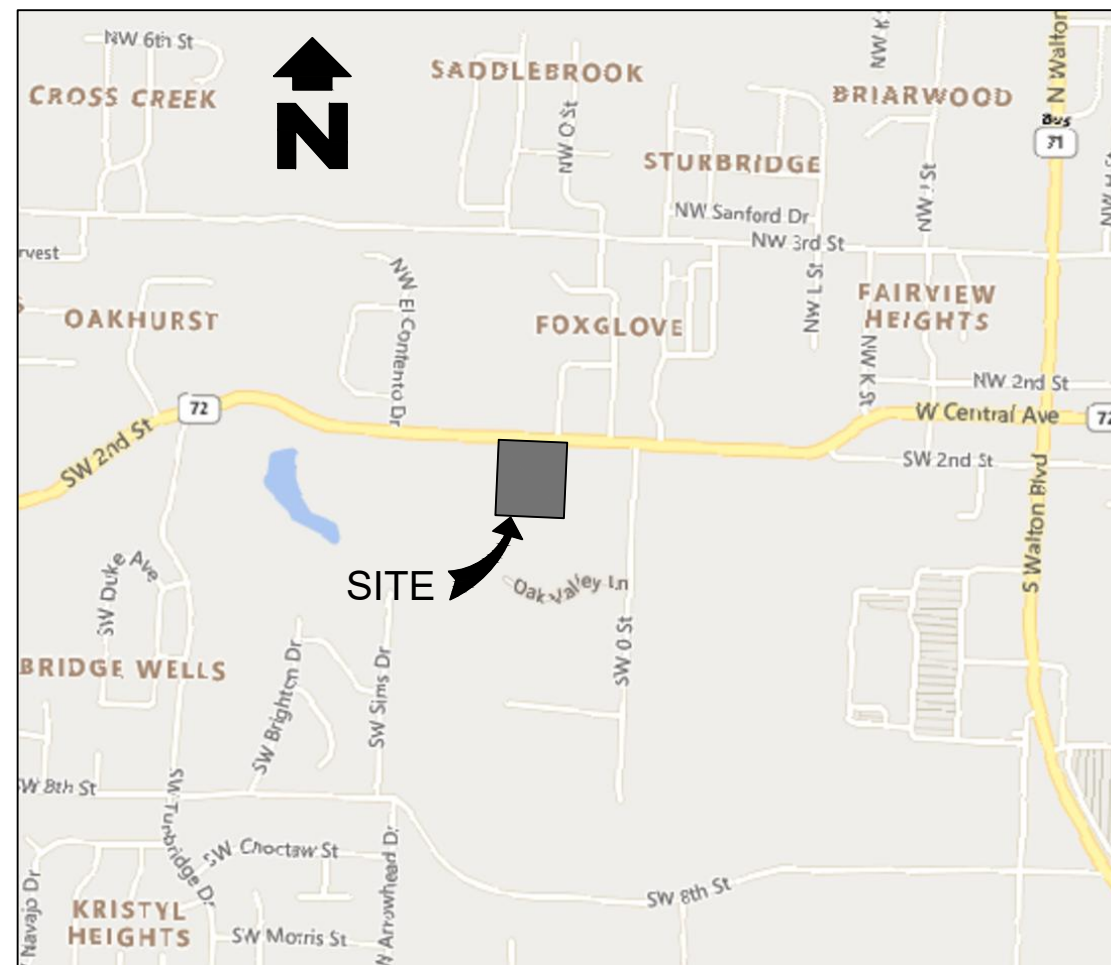


LOT SPLIT OF PARCEL 001-00924-000, CREATING LOTS 1 & 2 OF WHISPERING PINES SUB. BENTONVILLE, ARKANSAS

OWNER/DEVELOPER:
Mark Hill
2706 Garden Pl.
Bentonville, AR. 72712
(479)640-4204
mhill00@att.net

SURVEY NOTES:

- 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.
- This plat represents a boundary survey of the parcel recorded in Deed Records Instrument No. L202422547 at the courthouse in Benton County, Arkansas.
- The contractor must determine that proposed structures are clear of all boundary lines, easements, and meet building setback requirements before construction begins.
- Basis of Bearings: NAD83, State Plane Grid Coordinates, Arkansas North Zone referencing Bentonville City Control Monument Number 3.
- Basis of Elevation: NAVD88, referencing Bentonville City Control Monument Number 3.
- This survey is valid only if the drawing includes the seal and signature of the surveyor.
- This survey meets current "Arkansas Minimum Standards for Property Boundary Surveys and Plats".
- No abstract of title, nor title commitment, nor results of title searches were furnished the surveyor. There may exist other documents of record which would affect this parcel.
- Declaration is made to the original purchaser of the survey and is not transferable to any additional institutions or subsequent owners.
- This property is currently zoned RE, Residential Estate. 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.
- No attempt was made to show building setback lines graphically on the survey. Setback dimensions are based on the orientation of the building(s) to be constructed.
- Subsurface and environmental conditions were not examined nor considered a part of this survey.
- The locations of underground utilities as shown hereon are based on such above ground structures as were visible at the time of survey, and/or from record drawings provided to the surveyor. The location of underground utilities/structures may vary from locations shown hereon. No excavations were made during the progress of this survey to locate underground utilities/structures. No attempt has been made as a part of this boundary survey to obtain or show data concerning existence, size, depth, condition, capacity, or location of any utility or facilities.
- Sidewalks shall be the responsibility of the builder/owner at the time of building permit issuance.
- All sidewalks shall be installed by the timeframes set forth in 900.08 of the Street Specifications.
- 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.
- There may not be any fences or any other structures built in any drainage easement.
- All structures must maintain minimum 20' clearances from all electric lines. No BEUD electrical equipment may be located behind a fence.
- BEUD's standard practice is to place underground equipment (transformers, secondary pedestals, junction boxes, etc.) on the lot line of a development. Any adjustments to the property line that result in our equipment not being on the lot line will require the developer to pay for the cost of BEUD to relocate the equipment to the lot line.
- It is the responsibility of the developer to coordinate with the New Service Coordinator @ 479-271-3139 to determine if equipment is in conflict.
- 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.
- Owner/Developer shall coordinate with all local utilities to ensure that each lot has water, sewer and electric service.
- 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.
- There are no waivers, variances, and/or conditional uses at the time of preparing this plat or plan.



VICINITY MAP
Scale: 1" = 2,000'

ATLAS PAGE # 402

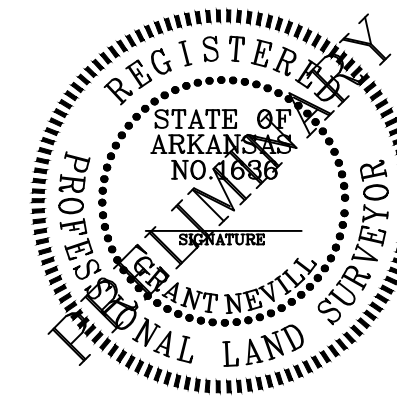
CERTIFICATE OF APPROVAL:

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



SAND CREEK
Engineering and Land Surveying
Bentonville, Arkansas (479) 464-9282



WARRANTY DEED INSTRUMENT NO. L202422547 DESCRIPTION:

Part of the NE¼ of the NW¼ of Section 36, Township 20 North, Range 31 West, described as beginning 26 2/3 rods West of the NE corner of said 40 acres, Thence South 30 rods, Thence West 26.92 1/2 rods more or less to a line extended North, which line is of equal distance between two brooder houses (The distance between said brooder houses being 38 1/2 feet); Thence North 30 rods to U.S. Highway at Section line, Thence East to place of beginning.

SURVEY DESCRIPTION NEW LOT 1:

A part of the NE1/4 of the NW1/4 of Section 36, Township 20 North, Range 31 West of the Fifth Principal Meridian, Benton County, Arkansas, and being more particularly described as follows: Commencing at the NE Corner of said NE1/4 of the NW1/4; Thence along the North line of Section 36 North 87°37'41" West 439.97 feet; Thence leaving said North line South 02°34'05" West 37.90 feet to a Set 5/8" Rebar w/Cap AR1636 on the South Right of Way of SW 2nd St.; Thence along said South Right of Way North 87°35'52" West 224.21 feet to a Set 5/8" Rebar w/Cap AR1636 for the Point of Beginning; Thence leaving said South Right of Way South 02°33'35" West 456.43 feet to a Set 5/8" Rebar w/Cap AR1636; Thence North 87°25'33" West 224.14 feet to a Set 5/8" Rebar w/Cap AR1636; Thence North 02°33'05" East 455.76 feet to a Set 5/8" Rebar w/Cap AR1636 on the before mentioned South Right of Way of SW 2nd St.; Thence along said South Right of Way South 87°35'52" East 224.21 feet to the Point of Beginning, containing 102,344 SQFT or 2.35 acres, more or less.

Subject to a 20' Access Easement along the East line beginning at the South Right of Way of SW 2nd St. and extending for 296.12 feet.

SURVEY DESCRIPTION NEW LOT 2:

A part of the NE1/4 of the NW1/4 of Section 36, Township 20 North, Range 31 West of the Fifth Principal Meridian, Benton County, Arkansas, and being more particularly described as follows: Commencing at the NE Corner of said NE1/4 of the NW1/4; Thence along the North line of Section 36 North 87°37'41" West 439.97 feet; Thence leaving said North line South 02°34'05" West 37.90 feet to a Set 5/8" Rebar w/Cap AR1636 on the South Right of Way of SW 2nd St. for the Point of Beginning; Thence South 02°34'05" West 457.10 feet to a Set 5/8" Rebar w/Cap AR1636; Thence North 87°25'33" West 224.14 feet to a Set 5/8" Rebar w/Cap AR1636; Thence North 02°33'35" East 456.43 feet to a Set 5/8" Rebar w/Cap AR1636 on the before mentioned South Right of Way of SW 2nd St.; Thence along said South Right of Way South 87°35'52" East 224.21 feet to the Point of Beginning, containing 102,395 SQFT or 2.35 acres, more or less.

RIGHT OF WAY DEDICATION PER THIS PLAT:

A part of the NE1/4 of the NW1/4 of Section 36, Township 20 North, Range 31 West of the Fifth Principal Meridian, Benton County, Arkansas, and being more particularly described as follows: Commencing at the NE Corner of said NE1/4 of the NW1/4; Thence along the North line of Section 36 North 87°37'41" West 439.97 feet to the Point of Beginning; Thence leaving said North line South 02°34'05" West 37.90 feet to a Set 5/8" Rebar w/Cap AR1636 on the South Right of Way of SW 2nd St.; Thence along said South Right of Way North 87°35'52" West 448.42 feet to a Set 5/8" w/Cap AR1636; Thence leaving said South Right of Way North 02°33'05" East 37.66 feet to the before mentioned North line of Section 36; Thence along said North line South 87°37'41" East 448.43 feet to the Point of Beginning, containing 16,939 SQFT or 0.39 acres, more or less.

EASEMENT DEDICATION PER THIS PLAT:

We hereby grant to the City of Bentonville a blanket Avigation Easement over Lot 1 and Lot 2 of this Lot Split, pursuant to Municipal Code Section 401.12.

FLOOD STATEMENT:

(BY GRAPHICAL PLOTTING ONLY)
This property is not located within any presently established 100-year flood plain as determined by the National Flood Insurance Program, flood insurance rate map for Benton County, Arkansas. Map Number 05007C0255K. Revised date June 05, 2012.

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.

Signed: _____ Date of Execution: _____

Name and Address: _____ Source of Title: Deed Record Instrument No. L202422547

ACKNOWLEDGMENT

State of Arkansas)
County of Benton)

On this day before the undersigned, a Notary Public duly qualified and acting in and for the county and state aforesaid, personally appeared _____, satisfactorily proven to be the person(s) whose name(s) appear(s) as the Owner(s) in the foregoing instrument, and stated that he / she / they has / have executed the same for the consideration, users and purposes therein stated.

In witness whereof, I hereunto set my hand and on this _____ day of _____, 2025.

Notary Public My commission expires: _____

SURVEYOR'S CERTIFICATE:

I, Grant E. Nevill, hereby certify that this plat correctly represents a boundary survey made by me and boundary markers and lot corners shown hereon actually exist and their location, type and material are correctly shown and all minimum requirements of the Arkansas Minimum Standards for Property Boundary Surveys and Plans have been met.

Date of Execution: _____

Grant E. Nevill Registered Land Surveyor
State of Arkansas
Registration No. 1636

08-27-2025
SC PROJ # 22049/24003
1 OF 2

C.O.B. Project No. LS25-0030 **State Filing Code:** 500-20N-31W-0-36-410-04-1636

BENCHMARK:

BM-1: Bolt on top flange of fire hydrant between the letters "E" and "L" in the word "MUELLER" located approx. 11± Southeast of the Northeast Corner of New Lot 1.
 Northing: 749438.67
 Easting: 654995.31
 Elev: 1249.58'

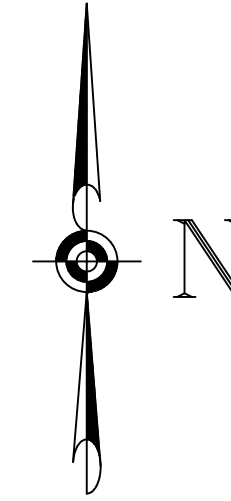
BM-2: Bolt on top flange of fire hydrant between the letters "E" and "L" in the word "MUELLER" located on the East side of a concrete drive approx. 38' East of the Northeast corner of New Lot 2.
 Northing: 749440.61
 Easting: 655246.48
 Elev: 1254.318

EASEMENT DEDICATION PER THIS PLAT:

We hereby grant to the City of Bentonville a blanket Avigation Easement over Lot 1 and Lot 2 of this Lot Split, pursuant to Municipal Code Section 401.12.

FLOOD STATEMENT:

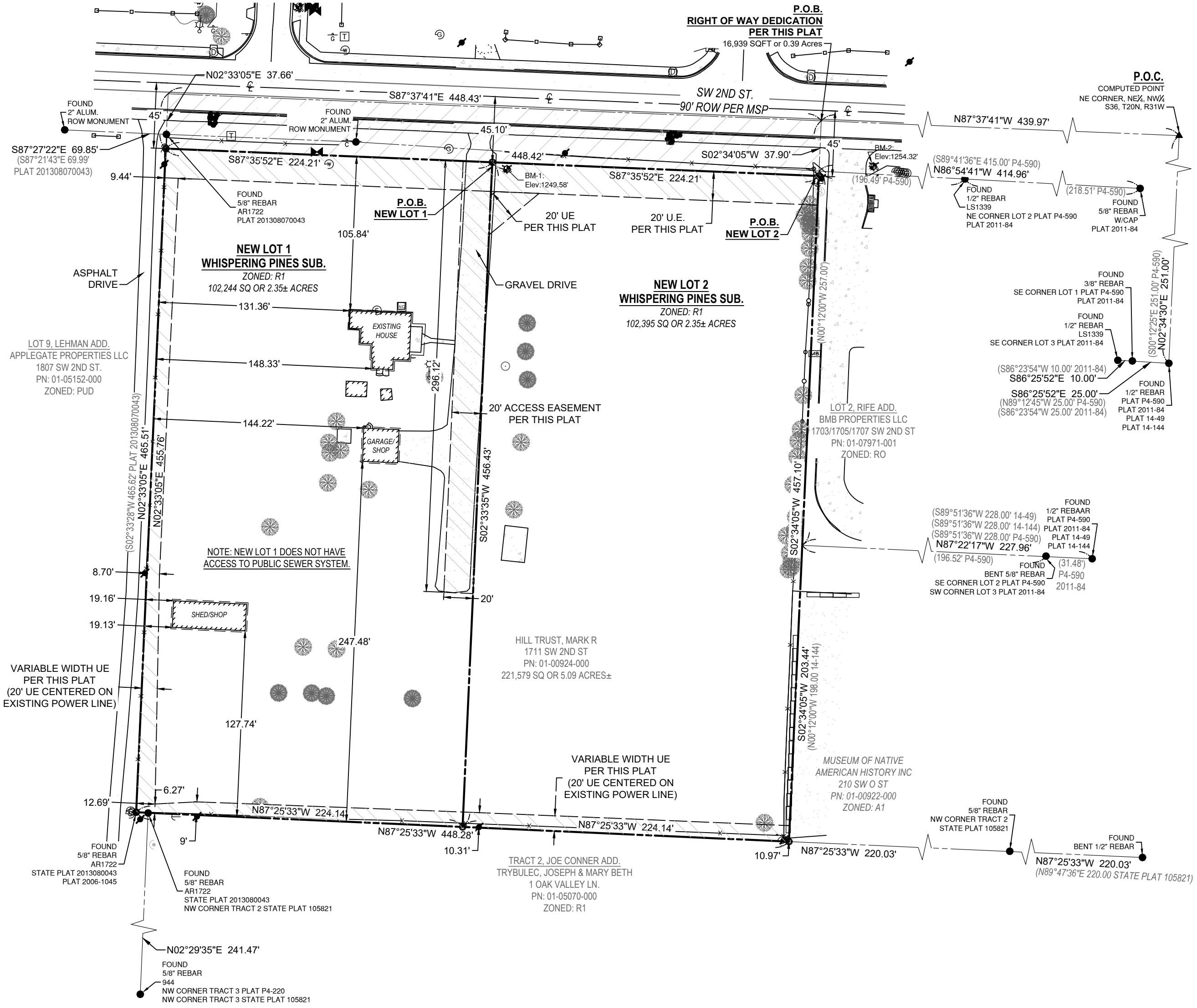
(BY GRAPHICAL PLOTTING ONLY)
 This property is not located within any presently established 100-year flood plain as determined by the National Flood Insurance Program, flood insurance rate map for Benton County, Arkansas. Map Number 05007C0255K. Revised date June 05, 2012.



SCALE: 1" = 60'

SITE LEGEND

- MONUMENT SET (AS NOTED)
- MONUMENT FOUND (AS NOTED)
- ⊕ BENCH MARK
- ⊙ UTILITY POLE
- ⊙ GUY WIRE
- ⊙ UTILITY POLE W/LIGHT
- ⊙ ELECTRIC METER
- ⊙ SIGN
- ⊙ GAS SIGN
- ⊙ CABLE SIGN
- ⊙ GAS METER
- ⊙ WATER METER
- ⊙ WATER VALVE
- ⊙ FIRE HYDRANT
- ⊙ DRAINAGE MANHOLE
- ⊙ SANITARY SEWER MANHOLE
- ⊙ CLEANOUT
- ⊙ CABLE RISER
- ⊙ TELEPHONE RISER
- ⊙ HVAC / AC UNIT
- ⊙ MAILBOX
- ⊙ WHEEL STOP
- ⊙ DECIDUOUS TREE
- PROPERTY LINES
- - - ADJOINING PROPERTY LINE
- - - EASEMENT LINE
- - - RIGHT-OF-WAY LINE
- - - CENTERLINE
- - - FENCE (WOOD)
- - - FENCE (BARB WIRE)
- ▭ CONCRETE
- ▭ GRAVEL
- ▭ ASPHALT
- ▭ RIGHT OF WAY DEDICATION PER THIS PLAT
- ▭ EASEMENTS DEDICATED PER THIS PLAT



OWNER/DEVELOPER:
 Mark Hill
 2706 Garden Pl.
 Bentonville, AR. 72712
 (479)640-4204
 mhill00@att.net

LOT SPLIT

SHEET: _____

PROJECT: OF PARCEL 001-00924-000 CREATING LOTS 1 & 2 OF WHISPERING PINES SUB. BENTONVILLE, ARKANSAS



SAND CREEK
 Engineering and Land Surveying
 Bentonville, Arkansas (479) 644-9282



SURVEYOR'S CERTIFICATE:

I, Grant E. Nevill, hereby certify that this plat correctly represents a boundary survey made by me and boundary markers and lot corners shown hereon actually exist and their location, type, and material are correctly shown and all minimum requirements of the Arkansas Minimum Standards for Property Boundary Surveys and Plans have been met.

Date of Execution: _____

Grant E. Nevill
 Registered Land Surveyor
 State of Arkansas
 Registration No. 1636

ATLAS PAGE # 402
 C.O.B. Project No. LS25-0030
 State Filing Code: 500-20N-31W-0-36-410-04-1636

PLS:	GEN
CAD:	MJH
FIELD:	MS
SCE PROJECT #:	22049/24003
DATE:	08/27/2025
SHEET:	2 OF 2

ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A LOT SPLIT OF PARCEL 01-00924-000 CREATING
NEW LOTS 1 AND 2 OF WHISPERING PINES SUBDIVISION TO THE CITY OF
BENTONVILLE, ARKANSAS; AND FOR OTHER PURPOSES.
(PROJECT NUMBER: LS25-0030)**

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the lot split of PARCEL 01-00924-000 creating new LOTS 1 AND 2 OF WHISPERING PINES SUBDIVISION, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on October 7, 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 PARCEL 01-00924-000 creating new LOTS 1 AND 2 OF WHISPERING PINES SUBDIVISION to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes;

Section 2: That the Mayor and City Clerk be and are hereby authorized and directed to evidence the acceptance of said 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



Consent Agenda Item

For the City Council meeting on October 13, 2025

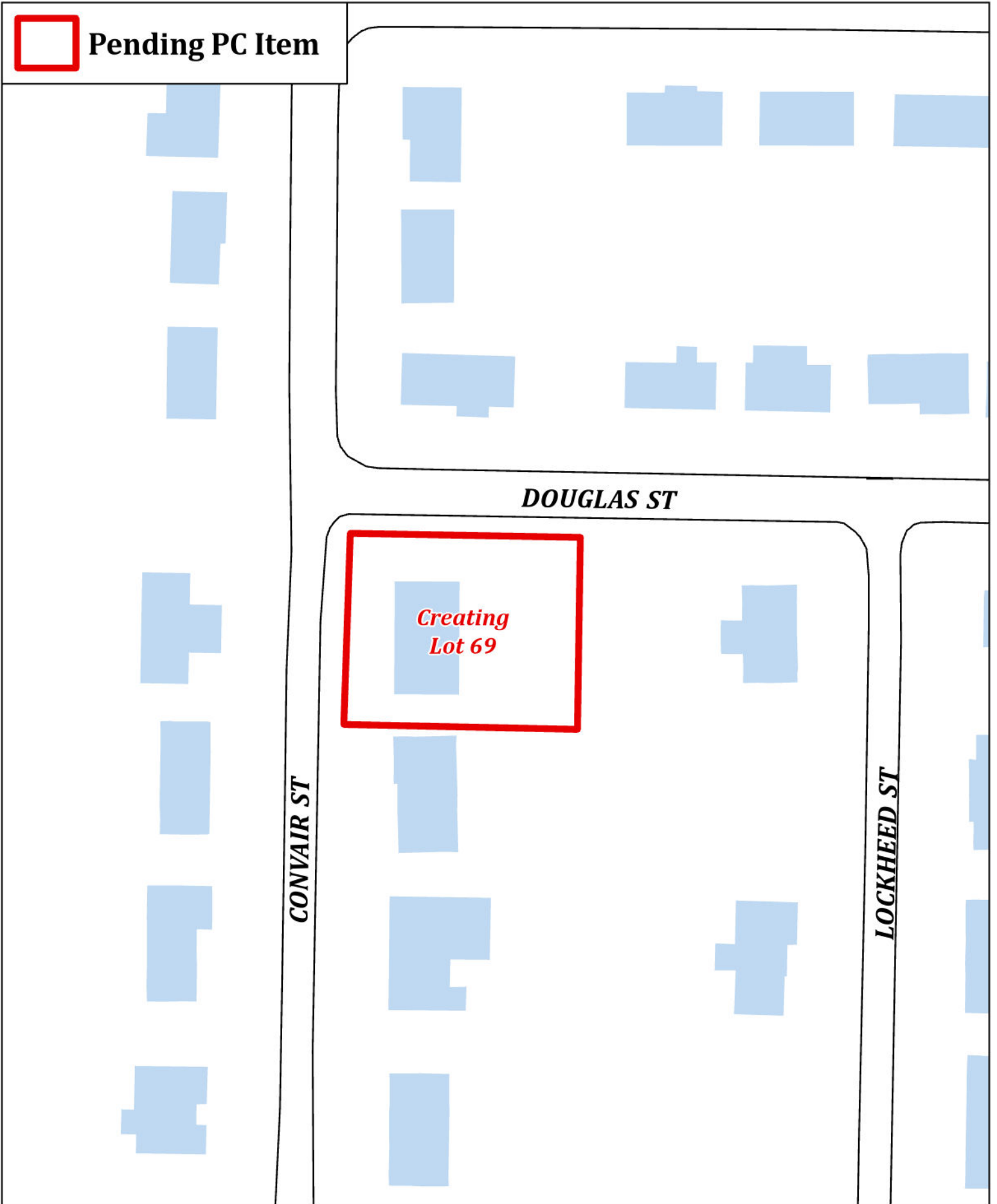
Details

Lot Split: Lot 14 And The North 3 Feet Of Lot 15 Of Skyview Acres, Creating Lots 69, 70, and 71 Of Skyview Acres. 1001 Convair Street, DN-3, Downtown High Density Residential, LS25-0018.

A Lot Split of Lot 14 and the north 3 feet of lot 15, creating lots 69, 70, 71 of Skyview Acres. The plat is dedicating a 12 foot access easement along the south property lines and a 15 foot utility easement along Douglas Street.

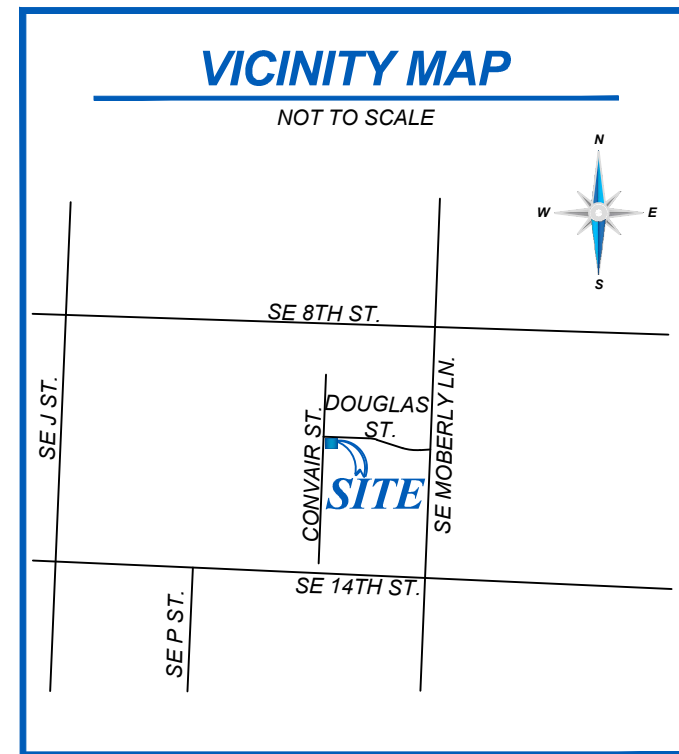


Pending PC Item



LS25-0018
Creating Lot 69 Skyview Acres
1001 CONVAIR ST





LOT SPLIT OF LOT 14 AND THE NORTH 3' OF LOT 15, SKYVIEW ACRES, CREATING LOTS 69, 70, & 71

**LOCATED IN: SECTION 33, TOWNSHIP 20 NORTH, RANGE 30 WEST
1001 CONVAIR STREET, BENTON COUNTY, BENTONVILLE, ARKANSAS 72712**

RECORD DESCRIPTION

DEED 2006-20626:
LOT 14 AND THE NORTH 3 FEET OF LOT 15, SKYVIEW ACRES SUBDIVISION, BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN IN PLAT RECORD "E" PAGE 38.

SURVEY DESCRIPTION

LOT 69:
A PART OF LOT 14 AND LOT 15, SKYVIEW ACRES SUBDIVISION, BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN IN PLAT RECORD "E" PAGE 38, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING A SET 5/8" REBAR WITH CAP "MCKELVIN PS 1926", MARKING THE NORTHWEST CORNER OF SAID LOT 14; THENCE ALONG THE SOUTH RIGHT-OF-WAY LINE OF DOUGLAS STREET, S87°22'22"E 64.00 FEET TO A SET 5/8" REBAR WITH CAP "MCKELVIN PS 1926"; THENCE LEAVING SAID RIGHT-OF-WAY LINE, S02°44'07"W 103.00 FEET TO A SET 5/8" REBAR WITH CAP "MCKELVIN PS 1926"; THENCE N87°22'22"W 64.00 FEET TO A FOUND 5/8" REBAR ON THE EAST RIGHT-OF-WAY LINE OF CONVAIR STREET; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE, N02°44'07"E 103.00 FEET TO THE POINT OF BEGINNING. CONTAINING 0.151 ACRES, MORE OR LESS. SUBJECT TO EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

LOT 70:
A PART OF LOT 14 AND LOT 15, SKYVIEW ACRES SUBDIVISION, BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN IN PLAT RECORD "E" PAGE 38, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING A SET 5/8" REBAR WITH CAP "MCKELVIN PS 1926", MARKING THE NORTHWEST CORNER OF SAID LOT 14; THENCE ALONG THE SOUTH RIGHT-OF-WAY LINE OF DOUGLAS STREET, S87°22'22"E 64.00 FEET TO A SET 5/8" REBAR WITH CAP "MCKELVIN PS 1926", MARKING THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, S87°22'22"E 31.88 FEET TO A SET 5/8" REBAR WITH CAP "MCKELVIN PS 1926"; THENCE LEAVING SAID RIGHT-OF-WAY LINE, S02°43'22"W 103.00 FEET TO A SET 5/8" REBAR WITH CAP "MCKELVIN PS 1926"; THENCE N87°22'22"W 31.91 FEET TO A SET 5/8" REBAR WITH CAP "MCKELVIN PS 1926"; THENCE N02°44'07"E 103.00 FEET TO THE POINT OF BEGINNING. CONTAINING 0.075 ACRES, MORE OR LESS. SUBJECT TO EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

TRACT 71:
A PART OF LOT 14 AND LOT 15, SKYVIEW ACRES SUBDIVISION, BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN IN PLAT RECORD "E" PAGE 38, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING A SET 5/8" REBAR WITH CAP "MCKELVIN PS 1926", MARKING THE NORTHWEST CORNER OF SAID LOT 14; THENCE ALONG THE SOUTH RIGHT-OF-WAY LINE OF DOUGLAS STREET THE FOLLOWING: S87°22'22"E 64.00 FEET TO A SET 5/8" REBAR WITH CAP "MCKELVIN PS 1926"; THENCE S87°22'22"E 31.88 FEET TO A SET 5/8" REBAR WITH CAP "MCKELVIN PS 1926", MARKING THE TRUE POINT OF BEGINNING; THENCE S87°22'22"E 44.00 FEET TO A SET 5/8" REBAR WITH CAP "MCKELVIN PS 1926", MARKING THE NORTHEAST CORNER OF LOT 14; THENCE LEAVING SAID RIGHT-OF-WAY LINE AND RUNNING ALONG THE EAST LINE OF SAID LOT 14, S02°43'22"W 103.00 FEET TO A FOUND 5/8" REBAR; THENCE LEAVING SAID EAST LINE, N87°22'22"W 44.00 FEET TO A SET 5/8" REBAR WITH CAP "MCKELVIN PS 1926"; THENCE N02°43'22"E 103.00 FEET TO THE POINT OF BEGINNING. CONTAINING 0.104 ACRES, MORE OR LESS. SUBJECT TO EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

ZONING INFORMATION

CURRENT ZONING:
"DN-3" DOWNTOWN HIGH DENSITY RESIDENTIAL

SETBACK REQUIREMENTS:
(SINGLE-FAMILY AND TWO-FAMILY)
FRONT - 10' MIN. / 20' MAX.
INTERIOR SIDE - 7' FOR DETACHED YARD / 0' FOR ATTACHED YARD
EXTERIOR SIDE - 10' MIN. / 20' MAX.
REAR - 25'

(TOWNHOUSE)
FRONT - 10' MIN. / 20' MAX.
INTERIOR SIDE - 10' FOR DETACHED YARD / 0' FOR ATTACHED YARD
EXTERIOR SIDE - 10' MIN. / 20' MAX.
REAR - 25'

(MULTI-FAMILY BLOCK-END AND OTHERS NOT LISTED)
FRONT -
INTERIOR SIDE - 10' FOR DETACHED YARD / 0' FOR ATTACHED YARD
EXTERIOR SIDE - 10' MIN. / 20' MAX.
REAR - 15'

PROPOSED USE: RESIDENTIAL

OWNER/DEVELOPER

KEN & JILL EHRET
1001 CONVAIR STREET,
BENTONVILLE, ARKANSAS 72712
jill.ehret@gmail.com

MISCELLANEOUS NOTES

STATE RECORDING NUMBER:
500-20N-30W-0-33-330-04-1926

COMPLETED FIELD WORK:
MARCH 12, 2025

REFERENCE DOCUMENTS:
1. TRUSTEE'S DEED FILED IN DEED BOOK 2006 AT PAGE 20626.
2. SURVEY PLAT FILED IN PLAT RECORD "E" AT PAGE 38.

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."

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.

BEFORE ANY WORK IN THE RIGHT-OF-WAY COMMENCED, CONTRACTOR AND OR OWNER IS TO OBTAIN RIGHT-OF-WAY PERMIT FROM THE CITY OF BENTONVILLE TRANSPORTATION DEPARTMENT.

OWNER/DEVELOPER SHALL COORDINATE WITH ALL LOCAL UTILITIES TO ENSURE THAT EACH LOT HAS WATER, SEWER AND ELECTRIC SERVICE.

SIDEWALKS SHALL BE THE RESPONSIBILITY OF THE BUILDER/OWNER AT TIME OF BUILDING PERMIT ISSUANCE.

THERE MAY NOT BE ANY FENCES OR ANY OTHER STRUCTURES BUILT IN ANY DRAINAGE EASEMENTS.

ALL STRUCTURES MUST MAINTAIN MINIMUM OF 20' CLEARANCES FROM ALL ELECTRIC LINES.

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.

THERE ARE NO KNOWN WAIVERS, VARIANCES AND/OR CONDITIONAL USES AT THE TIME OF PREPARING THIS PLAT OR PLAN.

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. 05007C0260K, WHICH BEARS AN EFFECTIVE DATE OF 06/05/2012 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.

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 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

SIGNED: _____

COMMISSION CHAIRMAN

SIGNED: _____

MAYOR CITY OF BENTONVILLE

SIGNED: _____

CITY CLERK, CITY OF BENTONVILLE

CERTIFICATE OF SURVEYING ACCURACY:
I, CLAYTON M. MCKLEVIN, 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 _____

CLAYTON M. MCKLEVIN
PROFESSIONAL LAND SURVEYOR
NO. AR 1926
STATE OF ARKANSAS

LAND AREA

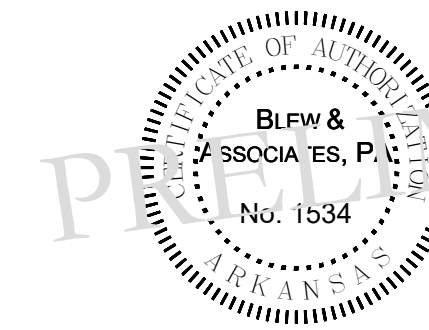
PARENT TRACT
DEED 2006-20626
0.331 ± ACRES

LOT 69:
0.151 ± ACRES

LOT 70:
0.075 ± ACRES

LOT 71:
0.104 ± ACRES

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 26TH DAY OF SEPTEMBER, 2025.



IF THE SIGNATURE ON THIS SEAL IS NOT AN ORIGINAL AND NOT BLUE IN COLOR THEN IT SHOULD BE ASSUMED THAT THIS PLAT MAY HAVE BEEN ALTERED. THE ABOVE CERTIFICATION SHALL NOT APPLY TO ANY COPY THAT DOES NOT BEAR AN ORIGINAL SEAL AND SIGNATURE.

DATE	REVISION HISTORY	BY

SURVEYOR JOB NUMBER: 25-1314	SURVEY DRAWN BY: DLS - 03/12/2025
SURVEY REVIEWED BY: TPN	SCALE: 1" = 20'
FOR THE USE AND BENEFIT OF: KEN & JILL EHRET	

BLEW & ASSOCIATES, P.A.

3825 N. SHILOH DRIVE - FAYETTEVILLE, AR 72703
OFFICE: 479.443.4506 - FAX: 479.582.1883
SURVEY@BLEWINC.COM
WWW.BLEWINC.COM

Surveying
Engineering
Mapping

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING A LOT SPLIT OF LOT 14 AND THE NORTH 3 FEET OF LOT 15 OF SKYVIEW ACRES CREATING NEW LOTS 69, 70, AND 71 OF SKYVIEW ACRES TO THE CITY OF BENTONVILLE, ARKANSAS; AND FOR OTHER PURPOSES.

(PROJECT NUMBER: LS25-0018)

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the lot split of LOT 14 AND THE NORTH 3 FEET OF LOT 15 OF SKYVIEW ACRES creating new LOTS 69, 70, AND 71 OF SKYVIEW ACRES, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on October 7, 2025;

WHEREAS, said lot split is attached hereto as Exhibit “A”;

WHEREAS, the Bentonville Planning Commission considered said lot split on the date stated, and at other times, and voted to recommend the approval of said lot split to the City Council; and

WHEREAS, the lot split of real property as described herein has been submitted to the City Council of the City of Bentonville and, after consideration and deliberation, said Council is of the opinion that said lot split should be approved.

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

Section 1: That the lot split of LOT 14 AND THE NORTH 3 FEET OF LOT 15 OF SKYVIEW ACRES creating new LOTS 69, 70, AND 71 OF SKYVIEW ACRES 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



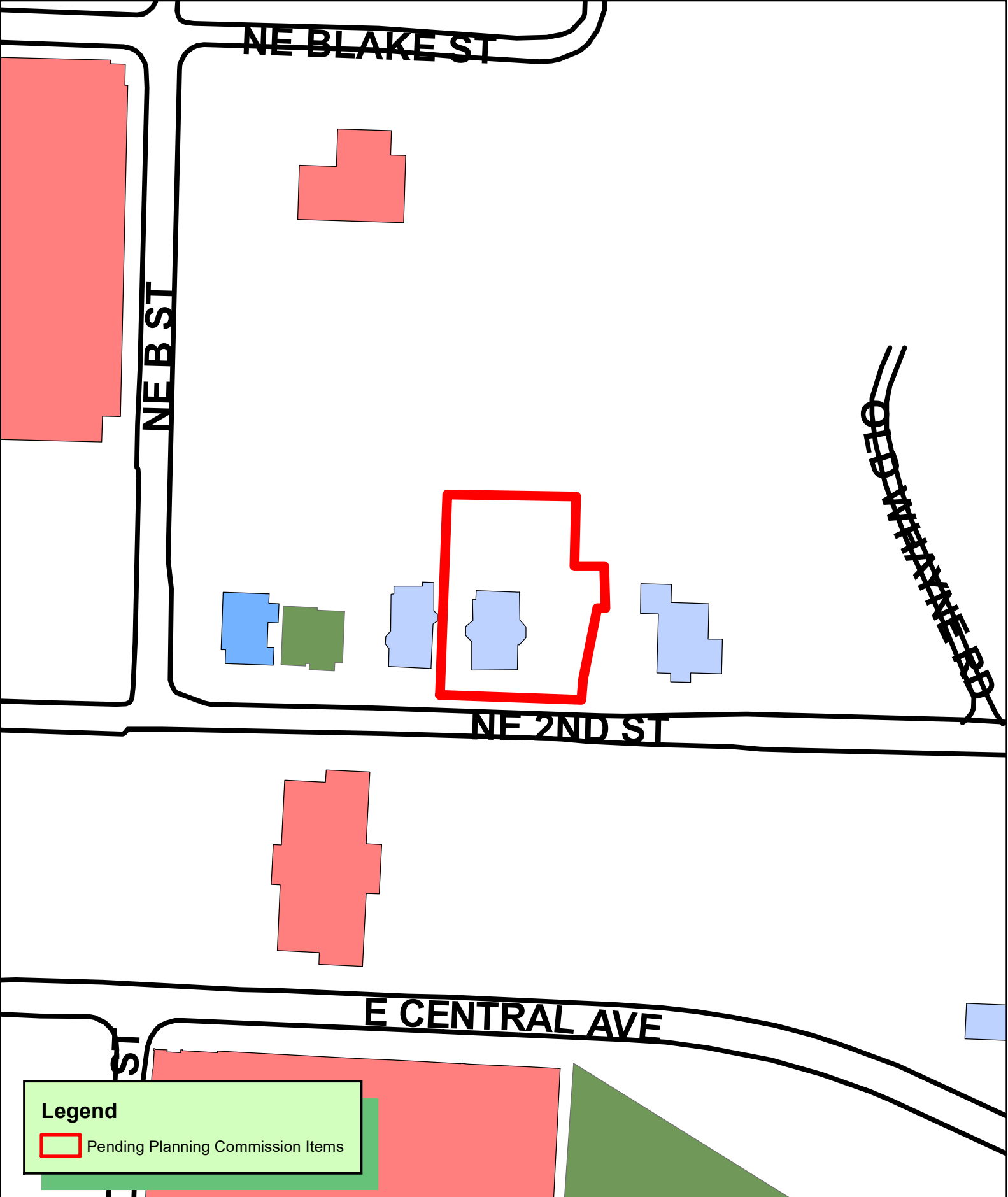
Consent Agenda Item


For the City Council meeting on October 13, 2025

Details

Property Line Adjustment: Parcel 01-00952-000, Part of Lot 4, Original Town of Bentonville Subdivision, Parcel 01-00403-000, Creating Lot 1 of Driftwood Estates. 309 Northeast 2nd Street, R-1, Low Density Single Family Residential and D-E, Downtown Edge, PLA23-0017.

A Property Line Adjustment of Parcel 01-00952-000, Part of Lot 4, Original Town of Bentonville Subdivision, Parcel 01-00403-000, Creating Lot 1 of Driftwood Estates. The plat is dedicating a 15-foot-wide utility easement along Northeast 2nd Street and 0.027 acres of right-of-way along Northeast 2nd Street. This property line adjustment establishes the property line agreed upon by the neighboring parties in Benton County Circuit Court, Case Number 04CV-24-1471. (Document No. L202507151, 2/11/25)



Legend
 Pending Planning Commission Items

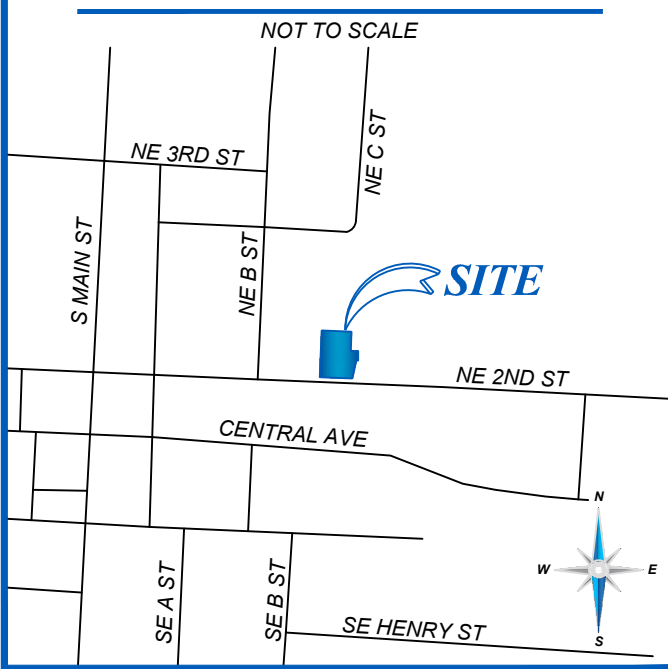


1 inch = 100 feet

PLA23-0017
PROPERTY LINE ADJUSTMENT
309 NE 2ND ST
PARCEL 01-00403-000



VICINITY MAP



PROPERTY LINE ADJUSTMENT FOR PARCEL 01-00952-000, PART OF LOT 4 OF ORIGINAL TOWN OF BENTONVILLE SUB, PARCEL 01-00403-000 CREATING NEW DRIFTWOOD ESTATES LOT 1

309 NORTHEAST 2ND STREET, BENTON COUNTY, BENTONVILLE, ARKANSAS 72712

RECORD DESCRIPTION

INSTRUMENT NO. L202505585
PART OF LOT 4, ORIGINAL TOWN OF BENTONVILLE, BENTON COUNTY, ARKANSAS AND A PORTION OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 30 AND A PORTION OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 29, TOWNSHIP 20 NORTH, RANGE 30 WEST, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 29; THENCE SOUTH 87 DEGREES 37 MINUTES 56 SECONDS EAST A DISTANCE OF 10.20'; THENCE NORTH 02 DEGREES 47 MINUTES 04 SECONDS EAST A DISTANCE OF 587.18' TO A FOUND 1/2" REBAR; THENCE NORTH 11 DEGREES 52 MINUTES 36 SECONDS EAST A DISTANCE OF 11.13' TO A SET 5/8" REBAR WITH CAP INSCRIBED "AR 1659" BEING THE TRUE POINT OF BEGINNING; THENCE NORTH 88 DEGREES 23 MINUTES 43 SECONDS WEST A DISTANCE OF 116.49' TO A SET 5/8" REBAR WITH CAP INSCRIBED "AR 1659"; THENCE NORTH 02 DEGREES 05 MINUTES 11 SECONDS EAST A DISTANCE OF 70.08' TO A FENCE LINE; THENCE ALONG SAID FENCE LINE, NORTH 04 DEGREES 57 MINUTES 50 SECONDS EAST A DISTANCE OF 51.04'; THENCE NORTH 01 DEGREES 25 MINUTES 37 SECONDS EAST A DISTANCE OF 24.15 FEET; THENCE NORTH 03 DEGREES 24 MINUTES 42 SECONDS EAST A DISTANCE OF 9.87 FEET; THENCE LEAVING SAID FENCE LINE, SOUTH 87 DEGREES 30 MINUTES 31 SECONDS EAST A DISTANCE OF 102.51' TO A SET 5/8" REBAR WITH CAP INSCRIBED "AR 1659"; THENCE SOUTH 02 DEGREES 04 MINUTES 55 SECONDS WEST A DISTANCE OF 67.04' TO A FOUND 1/2" REBAR; THENCE SOUTH 88 DEGREES 22 MINUTES 14 SECONDS EAST A DISTANCE OF 25.92' TO A FOUND 1/2" REBAR WITH CAP INSCRIBED "PLS 1005"; THENCE SOUTH 00 DEGREES 11 MINUTES 22 SECONDS EAST A DISTANCE OF 33.62' TO A FOUND 1/2" REBAR; THENCE NORTH 07 DEGREES 10 MINUTES 30 SECONDS WEST A DISTANCE OF 6.64' TO A FOUND 1/2" REBAR; THENCE SOUTH 11 DEGREES 52 MINUTES 36 SECONDS WEST A DISTANCE OF 53.81' TO THE POINT OF BEGINNING, CONTAINING 0.409 ACRES, MORE OR LESS. SUBJECT TO EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

AND

A TRACT BEING A PORTION OF LOT FOUR (4), ORIGINAL TOWN OF BENTONVILLE, BENTON COUNTY, ARKANSAS AND A PORTION OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION THIRTY (30), TOWNSHIP TWENTY NORTH (T20N), RANGE THIRTY WEST (R30W), BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 4, MARKED BY A 5/8" REBAR FOUND IN PLACE; THENCE N 01°48'50"E ALONG THE EAST LINE OF SAID LOT 4 A DISTANCE OF 164.33 FEET TO THE POINT OF BEGINNING; THENCE N87°30'31"W A DISTANCE OF 78.43 FEET TO A POINT ON THE EAST LINE OF THAT CERTAIN TRACT DESCRIBED IN DEED 2016-12895 OF THE BENTON COUNTY RECORDS; THENCE N02°07'44"E A DISTANCE OF 5.46 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 4; THENCE S87°03'31"E ALONG SAID LINE A DISTANCE OF 78.40 FEET TO THE NORTHEAST CORNER OF SAID LOT 4, MARKED BY A 5/8" REBAR FOUND IN PLACE; THENCE S01°48'50"W ALONG THE EAST LINE OF SAID LOT 4 A DISTANCE OF 5.60 FEET TO THE POINT OF BEGINNING SAID TRACT HAVING AN AREA OF 433 SQUARE FEET OR 0.01 ACRES, MORE OR LESS.

SURVEY DESCRIPTION

LOT 1, DRIFTWOOD ESTATES
PART OF LOT 4, ORIGINAL TOWN OF BENTONVILLE, BENTON COUNTY, ARKANSAS AND A PORTION OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 30 AND A PORTION OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 29, TOWNSHIP 20 NORTH, RANGE 30 WEST, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 29; THENCE S87°37'56"E 10.20 FEET; THENCE N02°47'04"E 587.18 FEET TO A FOUND 1/2" REBAR; THENCE N11°52'36"E 11.13 FEET TO A SET 5/8" REBAR WITH CAP INSCRIBED "AR 1659" BEING THE TRUE POINT OF BEGINNING; THENCE N88°23'43"W 116.49 FEET TO A SET 5/8" REBAR WITH CAP INSCRIBED "AR 1659"; THENCE N02°05'12"E 70.08 FEET TO A SET 5/8" REBAR WITH CAP INSCRIBED "AR 1659"; THENCE ALONG AN EXISTING FENCE LINE N04°57'50"E 51.04 FEET; THENCE N01°25'35"E 24.15 FEET; THENCE N03°24'49"E 9.87 FEET TO A SET 5/8" REBAR WITH CAP INSCRIBED "AR 1659"; THENCE LEAVING SAID FENCE LINE S87°31'10"E 9.87 FEET TO A SET 5/8" REBAR WITH CAP INSCRIBED "AR 1659"; THENCE N02°08'16"E 5.46 FEET TO A SET 5/8" REBAR WITH CAP INSCRIBED "AR 1659"; THENCE S87°36'31"E 78.40 FEET TO A FOUND 5/8" REBAR; THENCE S01°49'42"W 5.59 FEET TO A SET 5/8" REBAR WITH CAP INSCRIBED "AR 1659"; THENCE S87°30'31"E 17.16 FEET TO A SET 5/8" REBAR WITH CAP "AR 1659"; THENCE S02°04'55"W 67.04 FEET TO A FOUND 1/2" REBAR; THENCE S88°22'14"E 25.92 FEET TO A FOUND 1/2" REBAR WITH CAP INSCRIBED "PLS 1005"; THENCE S00°11'22"E 33.62 FEET TO A FOUND 1/2" REBAR; THENCE N87°10'30"W 6.64 FEET TO A FOUND 1/2" REBAR; THENCE S11°52'36"W 53.81 FEET TO THE POINT OF BEGINNING, CONTAINING 0.418 ACRES, MORE OR LESS.

RIGHT-OF-WAY DEDICATION DESCRIPTION

A PORTION OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 30 AND A PORTION OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 29, TOWNSHIP 20 NORTH, RANGE 30 WEST, BENTON COUNTY, ARKANSAS, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 29; THENCE SOUTH 87 DEGREES 37 MINUTES 56 SECONDS EAST A DISTANCE OF 10.20'; THENCE NORTH 02 DEGREES 47 MINUTES 04 SECONDS EAST A DISTANCE OF 587.18' TO A FOUND 1/2" REBAR BEING THE TRUE POINT OF BEGINNING; THENCE NORTH 87 DEGREES 37 MINUTES 56 SECONDS WEST PASSING A FOUND 5/8" REBAR AT THE SOUTHEAST CORNER OF LOT 4, ORIGINAL TOWN AT A DISTANCE OF 25.95' AND CONTINUING FOR A TOTAL DISTANCE OF 114.60' TO A FOUND 1/2" REBAR WITH CAP INSCRIBED "PLS 1005"; THENCE NORTH 02 DEGREES 05 MINUTES 11 SECONDS EAST A DISTANCE OF 9.43' TO A SET 5/8" REBAR WITH CAP INSCRIBED "AR 1659"; THENCE SOUTH 88 DEGREES 23 MINUTES 43 SECONDS EAST A DISTANCE OF 116.49' TO A SET 5/8" REBAR WITH CAP INSCRIBED "AR 1659"; THENCE SOUTH 11 DEGREES 52 MINUTES 36 SECONDS WEST A DISTANCE OF 11.13' TO THE POINT OF BEGINNING; CONTAINING 0.027 ACRES MORE OR LESS. SUBJECT TO EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

MISCELLANEOUS NOTES

COMPLETED FIELD WORK:
MAY 8TH, 2023

REFERENCE DOCUMENTS:
1. TRUSTEE WARRANTY DEED FILED AS FILE NO. L202244620
2. GENERAL WARRANTY DEED FILED AS FILE NO. L202190589
3. SPECIAL WARRANTY DEED FILED AS FILE NO. 94 078174
4. WARRANTY DEED FILED AS BOOK 2016, PAGE 12895
5. SURVEY PLAT FILED AS BOOK 2015, PAGE 678
6. SURVEY PLAT FILED AS BOOK 19, PAGE 92
7. SURVEY PLAT FILED AS FILE NO. 202031907
8. SURVEY PLAT FILED AS BOOK 2, PAGE 177
9. SURVEY PLAT FILED AS BOOK 14, PAGE 228
10. QUIT CLAIM DEED FILED AS BOOK 557, PAGE 161
11. COURT CASE FILED AS INSTRUMENT NO. L202505585.

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.

BEFORE ANY WORK IN THE RIGHT-OF-WAY COMMENCES, CONTRACTOR AND/OR OWNER IS TO OBTAIN RIGHT-OF-WAY PERMIT FROM THE CITY OF BENTONVILLE TRANSPORTATION DEPARTMENT.

OWNER/DEVELOPER SHALL COORDINATE WITH ALL LOCAL UTILITIES TO ENSURE THAT EACH LOT HAS WATER, SEWER AND ELECTRIC SERVICE.

THERE MAY NOT BE FENCES OR ANY OTHER STRUCTURES BUILT IN ANY DRAINAGE EASEMENTS.

ALL STRUCTURES MUST MAINTAIN MINIMUM OF 20' CLEARANCES FROM ALL ELECTRIC LINES.

BEUD'S STANDARD PRACTICE IS TO PLACE UNDERGROUND EQUIPMENT (TRANSFORMERS, SECONDARY PEDESTALS, JUNCTION BOXES, ETC) ON THE LOT LINE OF A DEVELOPMENT. ANY ADJUSTMENTS TO THE PROPERTY LINE THAT RESULT IN OUR EQUIPMENT NOT BEING ON THE LOT LINE WILL REQUIRE THE DEVELOPER TO PAY FOR THE COST OF BEUD TO RELOCATE THE EQUIPMENT TO THE LOT LINE.

SIDEWALKS SHALL BE THE RESPONSIBILITY OF THE BUILDER/OWNER AT TIME OF THE BUILDING PERMIT ISSUANCE.

ALL SIDEWALKS SHALL BE INSTALLED BY THE TIME FRAMES SET FORTH IN 900.08 OF THE STREET SPECIFICATIONS.

THERE IS NO EVIDENCE OF ANY DELINEATED WETLAND AREAS, PER THE U.S. FISH & WILDLIFE SERVICE NATIONAL WETLANDS INVENTORY WEBSITE. NO MARKERS FROM A FIELD DELINEATION OF WETLANDS CONDUCTED BY A QUALIFIED SPECIALIST WERE OBSERVED DURING THE COURSE OF THE FIELDWORK.

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.

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.

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

PROPOSED USE: 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.

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. 05007C0255K, WHICH BEARS AN EFFECTIVE DATE OF 06/05/2012 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA.

SIGNATURE BLOCKS

CERTIFICATE OF OWNER:
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

SOURCE OF TITLE: D.R. _____ PAGE _____

STATE OF ARKANSAS
COUNTY OF _____
SUBSCRIBED AND SWORN BEFORE ME THIS _____ DAY OF _____, 2025.

NOTARY PUBLIC _____

MY COMMISSION EXPIRES _____

CERTIFICATE OF SURVEYING ACCURACY:
I, WILLIAM G. GAGNER, 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 _____

WILLIAM G. GAGNER
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. AR 1659
STATE OF ARKANSAS

CERTIFICATE OF FINAL APPROVAL:
PURSUANT TO THE BENTONVILLE SUBDIVISION REGULATIONS AND ALL OTHER CONDITIONS AND APPROVAL HAVING BEEN COMPLETED, THIS DOCUMENT IS HEREBY ACCEPTED. THIS CERTIFICATE IS HEREBY EXECUTED UNDER THE AUTHORITY OF THE SAID RULES AND REGULATIONS.

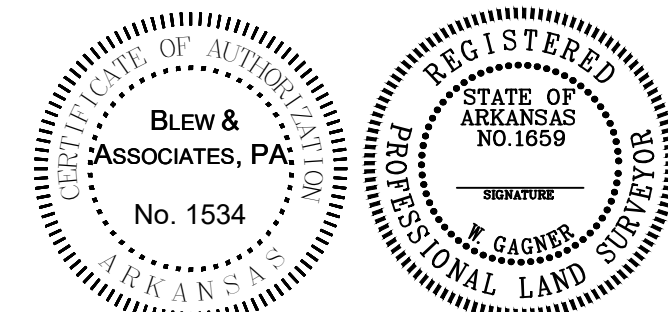
DATE OF EXECUTION: _____

SIGNED: _____
BENTONVILLE PLANNING
COMMISSION CHAIRMAN

SIGNED: _____
MAYOR CITY OF BENTONVILLE

SIGNED: _____
CITY CLERK, CITY OF BENTONVILLE

I HEREBY CERTIFY THIS TO BE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF ON THIS THE 24TH DAY OF SEPTEMBER, 2025.



IF THE SIGNATURE ON THIS SEAL IS NOT AN ORIGINAL AND NOT BLUE IN COLOR THEN IT SHOULD BE ASSUMED THAT THIS PLAT MAY HAVE BEEN ALTERED. THE ABOVE CERTIFICATION SHALL NOT APPLY TO ANY COPY THAT DOES NOT BEAR AN ORIGINAL SEAL AND SIGNATURE.

OWNER INFORMATION

MAGNOLIA LANE LLC
122 OLD CHURCH ROAD GREENWICH CT 06830

CADEN HUDAK
caden@prestonandco.net

LAND AREA

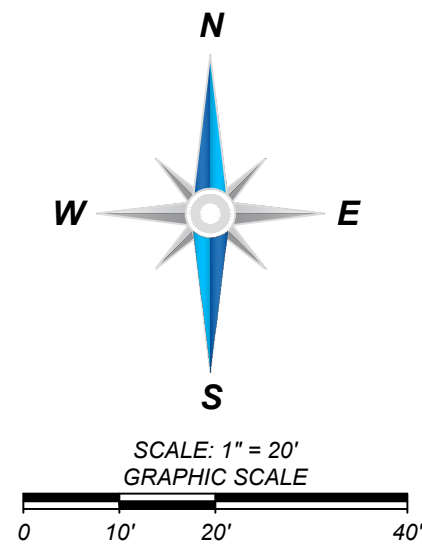
18,228 SQ. FEET ±
0.418 ACRES ±

DATE	REVISION HISTORY	BY
06/13/23	CLIENT COMMENTS	JEV
10/16/23	CLIENT COMMENTS	JEV
05/21/25	CLIENT COMMENTS	TPN
09/24/25	PLANNING COMMENTS	TPN

SURVEYOR JOB NUMBER: 23-2933.01	SURVEY DRAWN BY: JEV - 05/09/2023
SURVEY REVIEWED BY: TPN	SCALE: 1" = 20'
FOR THE USE AND BENEFIT OF: PRESTON & COMPANY	CityView Project Number: PLA23-0017

PROPERTY LINE ADJUSTMENT FOR PARCEL 01-00952-000, PART OF LOT 4 OF ORIGINAL TOWN OF BENTONVILLE SUB, PARCEL 01-00403-000 CREATING NEW DRIFTWOOD ESTATES LOT 1

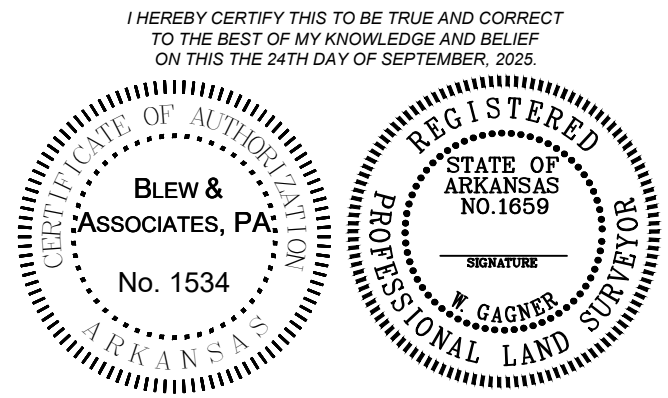
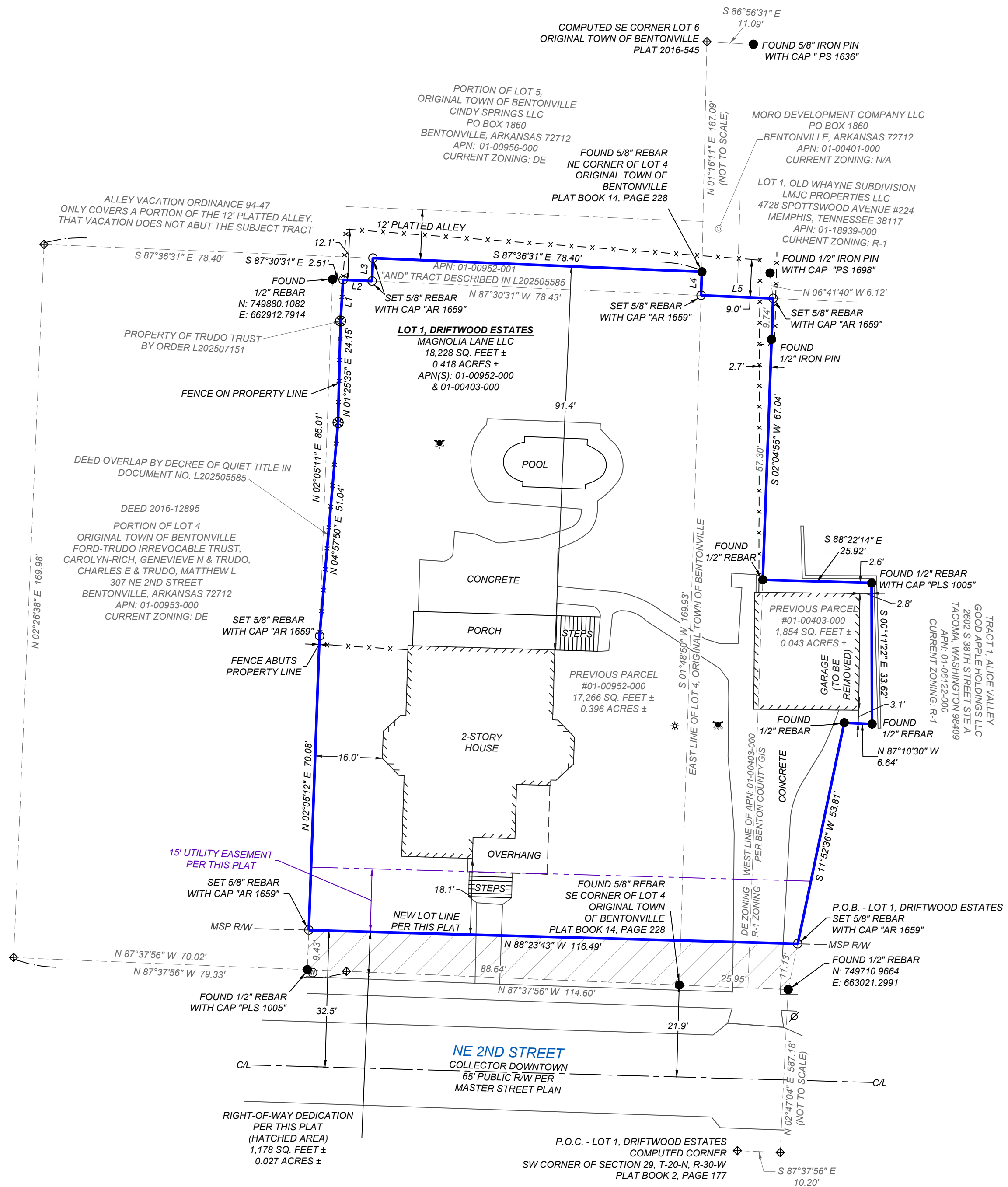
309 NORTHEAST 2ND STREET, BENTON COUNTY, BENTONVILLE, ARKANSAS 72712



LINE	BEARING	DISTANCE
L1	N 03°24'49" E	9.87'
L2	S 87°31'16" E	6.92'
L3	N 02°08'16" E	5.46'
L4	S 01°49'42" W	5.59'
L5	S 87°30'31" E	17.16'

LEGEND & SYMBOLS

- FOUND MONUMENT (AS NOTED)
- SET MONUMENT (AS NOTED)
- ⊕ FOUND FENCE CORNER
- ⊕ COMPUTED CORNER
- ⊕ WATER METER
- ⊕ YARD HYDRANT
- ⊕ POWER POLE
- * LIGHT POLE
- R/W RIGHT-OF-WAY
- C/L CENTERLINE
- MSP MASTER STREET PLAN
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- BOUNDARY LINE
- - - CENTERLINE OF ROAD
- - - RIGHT-OF-WAY LINE
- x - x - FENCE LINE



I HEREBY CERTIFY THIS TO BE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF ON THIS THE 24TH DAY OF SEPTEMBER, 2025.

IF THE SIGNATURE ON THIS SEAL IS NOT AN ORIGINAL AND NOT BLUE IN COLOR THEN IT SHOULD BE ASSUMED THAT THIS PLAT MAY HAVE BEEN ALTERED. THE ABOVE CERTIFICATION SHALL NOT APPLY TO ANY COPY THAT DOES NOT BEAR AN ORIGINAL SEAL AND SIGNATURE.

BLEW & ASSOCIATES, P.A.

3825 N. SHILOH DRIVE - FAYETTEVILLE, AR 72703
 EMAIL: SURVEY@BLEWINC.COM
 OFFICE: 479.443.4506 FAX: 479.582.1883
 WWW.BLEWINC.COM

SURVEYOR JOB NUMBER: 23-2933.01	SURVEY DRAWN BY: JEV - 05/09/2023
SURVEY REVIEWED BY: TPN	SCALE: 1" = 20'
FOR THE USE AND BENEFIT OF: PRESTON & COMPANY	CityView Project Number: PLA23-0017

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF PARCEL 01-00952-000, PART OF LOT 4 OF ORIGINAL TOWN OF BENTONVILLE SUBDIVISION, AND PARCEL 01-00403-000 CREATING NEW LOT 1 OF DRIFTWOOD ESTATES TO THE CITY OF BENTONVILLE, ARKANSAS; AND FOR OTHER PURPOSES.

(PROJECT NUMBER: PLA23-0017)

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the property line adjustment of PARCEL 01-00952-000, PART OF LOT 4 OF ORIGINAL TOWN OF BENTONVILLE SUBDIVISION, AND PARCEL 01-00403-000 creating new LOT 1 OF DRIFTWOOD ESTATES the City of Bentonville, Benton County, Arkansas was submitted to the Bentonville Planning Commission on October 7, 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 PARCEL 01-00952-000, PART OF LOT 4 OF ORIGINAL TOWN OF BENTONVILLE SUBDIVISION, AND PARCEL 01-00403-000 creating new LOT 1 OF DRIFTWOOD ESTATES 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