



**Combined
Committee of the Whole
& City Council
Meeting Agenda
November 10, 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 the City Council Informational and 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 virtually, please register at the following link by 4:00 p.m. on November 10, 2025: [Registration Link](#).

Council Questions/Discussion Concerning the Business Meeting

Call to Order

Pledge of Allegiance

Moment of Silence

Roll Call

Approval of Minutes: October 28, 2025

I. Committee of the Whole

- | | | |
|----|---|----------------------|
| 1. | Ozark Regional Transit Contract Discussion | Informational |
| 2. | Revised Bella Vista Wholesale Water Agreement
Revising the Bella Vista Wholesale water agreement. | Informational |

3. **Consent Agenda Discussion** **Informational**

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

1. **Buy Bentonville Campaign** **Informational**

An informational item about the Buy Bentonville campaign to support local business.

2. **Resolution to Declare Various Items as Surplus for Public Auction** **Resolution**

A Resolution declaring various items as surplus, to be sold via Public Online Auction. No budget adjustment is needed.

3. **Resolution to Declare Various Items as Surplus for Landfill Disposal** **Resolution**

A Resolution declaring various items as surplus, rendered worthless by damage or prolonged use, to be disposed of in the landfill. No budget adjustment is needed.

4. **Resolution to Declare Various Items as Surplus to be Transferred** **Resolution**

A Resolution declaring various items as surplus, to be transferred to Morrilton Fire Department and Benton County Fire Protection Association. No budget adjustment is needed.

5. **Resolution Setting a Public Hearing for a Utility Easement Vacation (VAC25-0029)** **Resolution**

Resolution setting a Public Hearing for November 25, 2025 for a Utility Easement Vacation located at Lot 14 of Kensington Subdivision Phase 3 (VAC25-0029).

6. **Resolution for Approval of Amendment #1 with Volkert, Inc. for Tiger Boulevard Overpass Project** **Resolution**

City staff recommends approval of Amendment #1 to Volkert's contract for the Tiger Blvd Overpass project. The amendment includes an additional \$50,000.00 for design revisions to add a designated right turn lane from Fellowship Bible Church's southern drive to the roundabout at McCollum and Tiger Boulevard. This will be funded by Street bond funds. No budget adjustment is needed.

7. **Resolution Accepting the Elm Tree Road Sidepath Construction Grant from Walton Family Foundation** **Resolution**

Resolution Authorizing the Mayor and City Clerk to accept a grant, in the amount of \$2,259,641.00, from the Walton Family Foundation for the construction of the Elm Tree Road Sidepath. A budget adjustment is needed.

8. **Resolution to Amend a Contract with CEI for Bright Road Trail Construction Administration** **Resolution**

Resolution authorizing the Mayor and City Clerk to enter into an amended agreement, in the amount of \$14,500.00, with CEI for additional Bright Road Trail construction administration. No budget adjustment is needed.

III. Utility Board

1. **Resolution Approving an Agreement for McAuley Place Sanitary Sewer Cost Share** **Resolution**

Resolution approving Development Agreement with "Excellerate Housing, LLC. for 395 feet of sewer upgrades associated with McAuley Place off site upgrades. The section being replaced within the agreement was at capacity prior to the McAuley Place development. Utility Board approved 5-0. No budget adjustment is needed.

2. **Ordinance to Waive Competitive Bidding to Order 3-Phase Transformers** **Ordinance***

Approval of an Ordinance to waive competitive bidding to purchase 3ph transformers from AECL, Unit Prices and estimated quantities attached, plus applicable taxes. Due to market volatility and lead times related to these products, it would be neither practical or feasible to solicit competitive bids. Utility Board approved 5-0. No budget adjustment is needed.

IV. Planning

1. **Property Line Adjustment - Lots 61 & 62 of Autumn Hills Subdivision - 407 & 409 Southwest Autumn Hills Road (PLA25-0029)** **Ordinance***

The Planning Commission voted 6-0, recommending approval.

An Ordinance Accepting A Property Line Adjustment Of Lots 59-60 Of Autumn Hills Subdivision Creating New Lot 61 & 62 Of Autumn Hills Subdivision To The City Of Bentonville, Arkansas; And For Other Purposes.

2. **Easement Plat - Lot 1, Phase 2 of Medlin Meadows Subdivision - 2303 Medlin Lane (LS25-0029)** **Ordinance***

The Planning Commission voted 6-0, recommending approval.

An Ordinance Accepting An Easement Dedication Plat Of Lot 1, Meadows Subdivision, Phase 2 Dedicating New Easements To The City Of Bentonville, Arkansas; And For Other Purposes.

3. **Easement Plat - Lot 26 of Eversole Addition - 751 Southwest 41st Street (LSD22-0066)** **Ordinance***

The Planning Commission voted 6-0, recommending approval.

An Ordinance Accepting An Easement Dedication Plat Of Lot 26 Of Eversole Addition Dedicating New Easements To The City Of Bentonville, Arkansas; And For Other Purposes.

4. **Lot Split - Lots 4-7 of Binkleman Property - 800 & 802 Northwest D Street (LS25-0031)** **Ordinance***

The Planning Commission voted 6-0, recommending approval.

An Ordinance Accepting A Lot Split Of Lots 2 & 3 Of Binkleman Property Creating New Lots 4 – 7 Of Binkleman Property To The City Of Bentonville, Arkansas; And For Other Purposes.

5. **Lot Split - Lots 5-8 of Phillips Valley Addition - 515 Northwest D Street (LS25-0033)** **Ordinance***

The Planning Commission voted 6-0, recommending approval.

An Ordinance Accepting A Lot Split Of Lot 2 Of Phillips Valley Addition Creating New Lots 5 – 8 Of Phillips Valley Addition To The City Of Bentonville, Arkansas; And For Other Purposes.

6. **Lot Split - Lots 20-25, Block 2 of Armstrong Subdivision - 345, 347, 349, 351, 353, & 355 Southeast 4th Street (LS25-0034)**

Ordinance*

The Planning Commission voted 6-0, recommending approval.

An Ordinance Accepting A Lot Split Of Lots 17-19, Block 2 Of Armstrong Subdivision Creating New Lots 20-25, Block 2 Of Armstrong Subdivision To The City Of Bentonville, Arkansas; And For Other Purposes.

V. Other Business/Announcements/Comments

Adjournment

Public Comments Concerning Matters of City Related Business



City of Bentonville, Arkansas Agenda Item Form

Item Details

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

Item Type (Check all that apply)

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

Title, Recommendation & Justification

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

Fund(s) Impacted

(check all that apply)

General Fund

Utility Fund

Street Fund

Other(s): _____

Budget Impact Notes for Consideration (Optional):

DRAFT MEMO

To: Mayor Orman, Members of City Council

From: Collin Drat, Tom Beckly (Raftelis)

Date: October 31, 2025

Re: Wholesale Water Rate Memo

Dear Mayor Orman and Members of City Council,

Raftelis recently completed water and wastewater rate studies for the City's retail customers. This memorandum summarizes the rate recommendations for the City's *wholesale* customers. The City currently provides wholesale service to Bella Vista Property Owner's Association (Bella Vista), the City of Cave Springs (Cave Springs), Oak Hills SID (Oak Hills), and Old Bella Vista Property Owner's Association (Old Bella Vista). Bella Vista and Cave Springs represent approximately 10% of the City's water revenue. Revenue from Oak Hills and Old Bella Vista is less than 0.11% of total water revenue.

The rate recommendations for the City's wholesale customers are based on a cost of service study. A cost of service study determines the average embedded cost to serve each wholesale customer based on the design, cost and operation of the water system and the usage characteristics of each customer.

The City has employed the same rate structure for its wholesale customers for many years based on a contractual approach to rate setting outlined in the current contract with Bella Vista. The City is currently negotiating a new contract with Bella Vista. The City also recently completed a water system master plan update, which identified the infrastructure improvements needed to serve the City as it continues to grow. The master plan also included detailed information regarding the operation of the City's current infrastructure and how it is used to serve retail and wholesale customers. A key component of the new contract with Bella Vista and the rate proposal involves limitations on their capacity such that they can be served with the City's existing infrastructure.

Based on the negotiation of a new contract for Bella Vista, as well as new information regarding the operation of the water system, Raftelis is recommending a new wholesale rate structure, which is reflective of how the water system operates and how the City incurs costs to serve each customer. The new structure would include a bulk water rate which is a direct pass-through of the volume rate that the City pays Beaver Water District to purchase the water, plus a 3% mark-up. The remaining costs to deliver the purchased water, which are completely fixed, would be recovered via a fixed monthly base charge.

This approach would decrease the volume charge for the wholesale customers but would increase the fixed charge. Currently, only the charges to Bella Vista would be adjusted, but a similar structure could be applied to the remaining customers. The new structure is estimated to increase revenues from Bella Vista by 10% in 2026. Going forward, the bulk water rate would be adjusted whenever Beaver Water District adjusts its rate, plus a 3% mark-up. The base charge would be reviewed at least every 5 years based on a cost of service study, but could be examined sooner, if circumstances change. In between cost of service studies, the base charge will increase based on the water and sewerage maintenance expenditure category of the Consumer Price Index for All Urban Consumers (CPI-U), as published by the United States Bureau of Labor Statistics.

Table 1 below indicates the recommended wholesale rates. The balance of this memorandum overviews the key assumptions and projections which support our recommendations for wholesale water rates.

Table 1: Wholesale Water Rate Calculations

Description	Bella Vista	Cave Springs	Oakhills	Old Bella Vista
Bulk Water Charge - \$/1,000				
BWD Rate	1.82	1.82	1.82	1.82
3% Mark-Up	0.05	0.05	0.05	0.05
Total Bulk Water Charge - \$/1,000	1.87	1.87	1.87	1.87
Base Charge - Annual Cost				
Shared - Supply Line	\$ 216,430	\$ 239,286	\$ 5,562	\$ 614
Shared - Transmission	115,714	58,243	1,368	150
Shared - Tiger Tank	78,757	-	2,039	226
Shared - I Street GSTs	125,030	-	1,469	161
Shared - Hwy 102	3,024	1,522	36	4
Shared - Downtown Tank	72,730	-	854	94
Bills	24	24	24	24
Total Base Charge Annual Cost	\$ 611,709	\$ 299,075	\$ 11,353	\$ 1,273
Base Charge - \$/Mo				
Shared - Supply Line	\$ 18,036	\$ 19,941	\$ 464	\$ 51
Shared - Transmission	9,643	4,854	114	12
Shared - Tiger Tank	6,563	-	170	19
Shared - I Street GSTs	10,419	-	122	13
Shared - Hwy 102	252	127	3	0
Shared - Downtown Tank	6,061	-	71	8
Bills	2	2	2	2
Total Base Charge \$/Mo	\$ 50,976	\$ 24,923	\$ 946	\$ 106

Wholesale Cost of Service Study Process

A cost of service study determines the average embedded cost to serve each wholesale customer based on the design, cost and operation of the water system and the usage characteristics of each customer. The cost of providing water service is a function of the demands of the customers served. A cost of service study aligns responsibility for these costs with customer classes which cause (by their demands) them to be incurred, referred to as the principle of cost causation. The principle of using cost causation as a guide for water rate setting is well established throughout the industry and is the basis for the methodology described in the American Water Works Association's (AWWA) Manual M1: Principles of Water Rates, Fees and Charges 7th edition.

A cost of service study involves the following steps:

1. Summarize Test Year Revenue Requirement
2. Allocate Test-Year Revenue Requirement to Cost Drivers
3. Distribute Revenue Requirement to Customer Classes

Step 1: Summarize Test-Year Revenue Requirement

Cost of service is typically determined for a single test year. The test year establishes the total level of revenue which must be recovered from all customers, regardless of how that revenue is distributed. The cost of service analysis then apportions that revenue recovery to each customer class, based on that class's use of the City's water system. The revenue requirement is summarized on both a cash and utility basis.

Both approaches recover operating costs in the same fashion but differ in terms of capital cost recovery. The cash basis recovers cash capital costs which include debt service, cash funded capital expenditures (i.e. PAYGO), addition to/use of reserves and any adjustments related to the timing of when increases are implemented. The utility basis recovers capital costs via depreciation and return on rate base. The utility basis approach to rate setting allows the City to earn a rate of return on assets used to provide service to wholesale customers, which—in turn—results in lower capital costs to retail customers. The utility basis is also advantageous to wholesale customers because capital cost recovery happens over time as assets are constructed. Accordingly, wholesale customer rates only reflect assets once they are actually “used and useful” by these customers, removing the impact of capital financing decisions made by the wholesale provider and resulting in a smoother allocation of capital costs over time.

2026 *cash basis* expenses were projected using the same approach Raftelis employed to determine the retail water rate adjustments earlier this year. Operating expenses were projected based on the City's 2025 budget, plus assumed inflation to 2026. Capital expenses were based on a capital financing plan and resultant incremental capital costs (i.e. additional debt service for

new projects). 2026 *utility basis*¹ expenses include depreciation and return on the City's investment in capital assets.

Table 2: FY 2026 Revenue Requirement Projections

Component	Operating	Capital	Total
Cash Basis			
O&M			
Purchased Water	\$ 12,742,080		\$ 12,742,080
Personnel	3,716,242		3,716,242
Supplies & Tech	603,749		603,749
Prof/Prop Svc	243,021		243,021
Maintenance & Equip.	468,430		468,430
Other	94,126		94,126
IDIQ	6,000,000		6,000,000
Support Services - Utility Billing	540,819		540,819
Franchise Fee	1,573,281		1,573,281
Support Services - Admin	89,793		89,793
Total O&M	\$ 26,071,541	\$ -	\$ 26,071,541
Other Revenue	\$ (503,533)		(503,533)
Net O&M	\$ 25,568,008	\$ -	\$ 25,568,008
Capital			
Capital - Debt Service		\$ 1,288,117	\$ 1,288,117
Capital - Rate Funded		4,052,047	4,052,047
Addition to/(Use of) Reserves		557,440	557,440
Other Revenue		-	-
Net Capital	\$ -	\$ 5,897,605	\$ 5,897,605
Cash Basis RR	\$ 25,568,008	\$ 5,897,605	\$ 31,465,613
Utility Basis			
Net O&M	\$ 25,568,008	\$ -	\$ 25,568,008
Depreciation		1,528,189	1,528,189
Return		4,369,415	4,369,415
Utility Basis RR	\$ 25,568,008	\$ 5,897,605	\$ 31,465,613

¹ Note that either approach will recover the overall cash basis revenue requirement (about \$31.5 million). The basis only impacts the manner in which those costs are recovered with the wholesale return reducing capital cost recovery from retail customers.

Step 2: Allocate Test-Year Revenue Requirement

A cost of service study is founded on the relationship between the design, operation and cost of the water system in total (the revenue requirement) and the demands of its customers. Since a water system is constructed and operated to meet the demands of customer classes, a cost of service study assigns responsibility for funding that system (the revenue requirement) based on the demands of customers.

In order to assign the revenue requirement to customer classes, it must first be allocated to cost drivers, or the components of customer demand which contribute to the total cost of service. This understanding of the revenue requirement by cost driver can then be used as the basis for distributing the cost of each driver to customer classes, based on the relative demands of each class. Step 2 involves assigning costs first to functions, then to cost drivers.

Functional Cost Assignment

Functions represent the activities or infrastructure of the water system used to deliver service to customers. Shared functions are those performed to serve all customers (retail and wholesale). Retail only functions relate to retail service only, and the cost of these functions is excluded from the wholesale rates. Table 3 indicates the functions used in this cost of service study.

Table 3: Water System Functions

Function	Retail	Bella Vista	Cave Springs	Oakhills	Old Bella Vista
Shared - Water Supply	✓	✓	✓	✓	✓
Shared - Supply Line	✓	O&M Only	✓	✓	✓
Shared - Transmission	✓	✓	✓	✓	✓
Shared - Tiger Tank	✓	O&M Only	✓	✓	✓
Shared - I Street GSTs	✓	✓	---	✓	✓
Shared - Hwy 102	✓	✓	✓	✓	✓
Shared - Downtown Tank	✓	✓	---	✓	✓
Shared - Bills	✓	✓	✓	✓	✓
Retail Only - Distribution	✓	---	---	---	---
Retail Only - Meters	✓	---	---	---	---
Retail Only - Services	✓	---	---	---	---

Shared – Water Supply represents the cost of purchased water from Beaver Water District (BWD).

Shared – Supply Line represents the costs associated with the existing 48” supply line from BWD. These costs are shared by all customers, but the rate for Bella Vista includes operating costs only, due to Bella Vista’s participation in the capital costs of the supply line.

Shared – Transmission represents the costs associated with existing transmission mains 16” and larger.

The remaining shared categories (Tiger Tank, I Street GSTs, Hwy 102, Downtown) are related to the City’s storage tanks. Raftelis worked with staff to identify the tanks in which each wholesale customer should share based on the City’s updated water master plan. Bella Vista shares in the cost of all storage tanks, with the exception of the tiger tank, which is limited to O&M only, due to

Bella Vista's initial cost participation. Oak Hills and Old Bella Vista share in the cost of all storage tanks. Cave Springs does not share in the cost of the I Street and Downtown tanks.

In addition to these infrastructure categories, billing costs are also shared, though these represent a de minimis portion of wholesale cost of service.

Operating Cost Functional Assignment

Raftelis functionalized the operating costs identified in Table 2 to the functional categories indicated in Table 3. Once functionalized, these costs are assigned to cost drivers, which represent the components of customer demand which drive the cost of each function. The functional assignment of operating costs was performed using direct and indirect assignment. Direct assignments are as follows:

- Purchased water was directly assigned to Shared – Water Supply. These costs will be recovered directly through a pass-through of the Beaver Water Rate, plus a 3% mark-up.
- Costs associated with the City's replacement of customer service lines (IDIQ) were assigned directly to Retail Only – Services.
- Support services costs related to customer billing were assigned directly to Shared – Bills.

For operating costs associated with multiple functions, indirect assignments were employed:

- Personnel, Supplies, Professional Services, Maintenance and Other were assigned to functions based on the original cost of the City's plant in service. Since these costs are related to operating and maintaining the City's infrastructure, a proportional assignment based on the investment in that infrastructure is reasonable.
- The City's franchise fee and the administrative portion of support services was allocated to functions based on the functional assignment of the above operating costs excluding purchased water and IDIQ.
- The City's miscellaneous revenue, which represents an offset to operating costs, was assigned to Retail Only – Distribution, Retail Only – Meters and Shared – Bills.

Table 4 indicates the O&M Functional Cost Assignment.

Table 4: O&M Functional Cost Assignment

Description	Total	Shared - Water Supply	Shared - Supply Line	Shared - Transmission	Shared - Tiger Tank	Shared - I Street GSTs	Shared - Hwy 102	Shared - Downtown Tank	Retail Only - Distribution	Retail Only - Meters	Retail Only - Services	Shared - Bills
Allocation %												
Purchased Water	100%	100%										
Personnel	100%		18%	7%	6%	5%	1%	3%	60%	0%		
Supplies & Tech	100%		18%	7%	6%	5%	1%	3%	60%	0%		
Prof/Prop Svc	100%		18%	7%	6%	5%	1%	3%	60%	0%		
Maintenance & Equip.	100%		18%	7%	6%	5%	1%	3%	60%	0%		
Other	100%		18%	7%	6%	5%	1%	3%	60%	0%		
IDIQ	100%										100%	
Support Services - Utility Billing												100%
Allocation \$												
Purchased Water	\$ 12,742,080	\$ 12,742,080	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Personnel	3,716,242	-	673,565	260,167	221,807	183,811	27,521	95,256	2,245,547	8,569	-	-
Supplies & Tech	603,749	-	109,429	42,267	36,035	29,862	4,471	15,475	364,817	1,392	-	-
Prof/Prop Svc	243,021	-	44,047	17,013	14,505	12,020	1,800	6,229	146,846	560	-	-
Maintenance & Equip.	468,430	-	84,902	32,794	27,959	23,169	3,469	12,007	283,050	1,080	-	-
Other	94,126	-	17,060	6,590	5,618	4,656	697	2,413	56,876	217	-	-
IDIQ	6,000,000	-	-	-	-	-	-	-	-	-	6,000,000	-
Support Services - Utility Billing	540,819	-	-	-	-	-	-	-	-	-	-	540,819
Subtotal	\$ 24,408,468	\$ 12,742,080	\$ 929,004	\$ 358,831	\$ 305,924	\$ 253,519	\$ 37,957	\$ 131,380	\$ 3,097,135	\$ 11,818	\$ 6,000,000	\$ 540,819
Excluding PW, IDIQ - \$	\$ 5,666,388		\$ 929,004	\$ 358,831	\$ 305,924	\$ 253,519	\$ 37,957	\$ 131,380	\$ 3,097,135	\$ 11,818		\$ 540,819
Excluding PW, IDIQ - %	100%		16%	6%	5%	4%	1%	2%	55%	0%		10%
Franchise Fee	1,573,281	\$ -	\$ 257,939	\$ 99,630	\$ 84,940	\$ 70,390	\$ 10,539	\$ 36,478	\$ 859,924	\$ 3,281	\$ -	\$ 150,159
Support Services - Admin	89,793	\$ -	\$ 14,722	\$ 5,686	\$ 4,848	\$ 4,017	\$ 601	\$ 2,082	\$ 49,079	\$ 187	\$ -	\$ 8,570
Subtotal	1,663,073	-	272,661	105,316	89,788	74,407	11,140	38,560	909,003	3,469	-	158,729
Total O&M - \$	26,071,541	12,742,080	1,201,665	464,147	395,712	327,926	49,098	169,940	4,006,138	15,287	6,000,000	699,548
Misc Revenue	(503,533)								(188,157)	(718)	(281,803)	(32,856)
Total O&M - \$	25,568,008	12,742,080	1,201,665	464,147	395,712	327,926	49,098	169,940	3,817,981	14,569	5,718,197	666,692
Total O&M - %	100%	50%	5%	2%	2%	1%	0%	1%	15%	0%	22%	3%
Total O&M w/o Purchased Water			9%	4%	3%	3%	0%	1%	30%	0%	45%	5%

Depreciation and Rate Base Functional Assignment

As described above, the City's wholesale rates are set on a utility basis, which recovers depreciation and return on rate base related to its investment in assets used to serve wholesale customers. Raftelis functionalized existing assets from the City's fixed asset record and incorporated new assets anticipated to be placed into service in 2026.

Based on discussions with staff, the City has the capacity and related infrastructure to serve its current wholesale customers. Further, the City's proposed contract with Bella Vista places limits on its peak demands. Based on these limits and anticipated future demands of the remaining customers (Cave Springs, Oak Hills and Old Bella Vista), no new infrastructure is anticipated to be required to serve wholesale customers. Accordingly, for the purpose of establishing the recommended wholesale rates, only the City's existing infrastructure is included. That said, should repair or replacement of existing assets be required, or should the City be required to construct additional infrastructure to serve wholesale customers, those costs should be included in their rates at that time.

Table 5 indicates depreciation and rate base by function. The recommended wholesale rates include a proportionate (based on demand) share of depreciation and a return (rate base x rate of return) on a proportionate (based on demand) share of rate base.

Table 5: Depreciation and Rate Base Functional Assignment

Description	Depreciation	Rate Base
Shared - Supply Line	\$ 315,687	\$ 9,573,009
Shared - Transmission	50,576	1,393,424
Shared - Tiger Tank	129,946	2,710,734
Shared - I Street GSTs	95,415	2,237,202
Shared - Hwy 102	8,432	303,273
Shared - Downtown Tank	65,230	1,409,361
Retail Only - Distribution	494,769	13,453,767
Retail Only - Meters	-	0
Retail Only - Services	-	-
Shared Bills	-	-
General Plant	368,134	5,172,905
Land	-	3,400,297
Working Capital		2,442,396
Total	\$ 1,528,189	\$ 42,096,368

Cost Driver Assignment

Cost drivers represent the demands customers place on the water system. The City's water system was designed to distribute water during periods of average customer demand and peak demand. If no peak demand existed, a smaller, less costly system could be built to serve customers. Given that additional costs (above those incurred to serve average demand) are incurred to serve peak demand, the question becomes who should pay those incremental costs. The base-extra capacity methodology (as outlined in AWWA's Manual M1) is the most common

method for assigning such costs for water utilities. The base-extra capacity method allocates peak demand costs based on the incremental demand above average day. Thus, customers whose demand drives the need for the larger system are allocated a greater share of costs.

For the purpose of wholesale rate setting, the relevant demand drivers are average day demand, maximum day extra capacity demand and bills. Average day demand, or base demand, represents each class's annual usage divided by 365. Maximum day extra capacity demand represents the incremental demand for maximum day above and beyond average day demand.

With the exception of bills, each functionalized cost is assigned 50% to average day and 50% to maximum day based on a system design peak of 2x times average day. In other words, for shared costs 50% is related to meeting customer average day demands and 50% is related to meeting maximum day extra capacity demands (i.e., above and beyond average day). In Step 3, average day and maximum day extra capacity are determined for each wholesale customer and are used as the basis for allocating these costs. Billing related costs are allocated on the basis of the number of bills for each wholesale customer, relative to the total number of bills issued by the City.

Table 6 indicates the allocation of operating costs to cost drivers. Operating costs total approximately \$25.7 million for the 2026 test year. Of that, approximately \$12.7 million are related to purchased water and will be recovered from wholesale customers based on a direct pass-through of the BWD rate, plus a 3% mark-up. The remaining costs include shared costs (\$3.4 million) and retail only costs (\$9.6 million).

Table 7 indicates the allocation of depreciation to cost drivers. This includes the functionalized depreciation as well as an indirect allocation of general plant depreciation to the functional categories. Of the total (\$1.5 million), approximately \$0.9 million is shared and \$0.7 million is retail only.

Table 8 indicates the allocation of rate base to cost drivers. This includes the functionalized depreciation as well as an indirect allocation of land, general plant and working capital rate base to the functional categories. Of the total (\$42.1 million), approximately \$22.8 million is shared and \$19.3 million is retail only. Wholesale customer rates include a proportionate share of rate base (based on base and maximum day extra capacity demands) multiplied by a 6% rate of return, which is applied in Step 3.

Table 6: Operating Cost Allocation to Cost Drivers

Description	Total	Shared - Water Supply	Shared - Supply Line	Shared - Transmission	Shared - Tiger Tank	Shared - I Street GSTs	Shared - Hwy 102	Shared - Downtown Tank	Retail Only - Distribution	Retail Only - Meters	Retail Only - Services	Shared - Bills
Functionalized Cost	\$ 25,568,008	\$ 12,742,080	\$ 1,201,665	\$ 464,147	\$ 395,712	\$ 327,926	\$ 49,098	\$ 169,940	\$ 3,817,981	\$ 14,569	\$ 5,718,197	\$ 666,692
	\$ -											
Shared Costs												
Shared - Purchased Water	\$ 12,742,080	\$ 12,742,080	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Shared - Supply Line												
Base	\$ 600,832		\$ 600,832	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Max Day	600,832		600,832	-		-	-	-	-	-	-	-
Subtotal	\$ 1,201,665	\$ -	\$ 1,201,665	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Shared - Transmission												
Base	\$ 232,074			\$ 232,074								
Max Day	232,074			232,074								
Shared - Transmission	\$ 464,147	\$ -	\$ -	\$ 464,147	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Shared - Tiger Tank												
Base	\$ 197,856				\$ 197,856							
Max Day	197,856				197,856							
Subtotal	\$ 395,712	\$ -	\$ -	\$ -	\$ 395,712	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Shared - I Street GSTs												
Base	\$ 163,963					\$ 163,963						
Max Day	163,963					163,963						
Subtotal	\$ 327,926	\$ -	\$ -	\$ -	\$ -	\$ 327,926	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Shared - Hwy 102												
Base	\$ 4,910						\$ 4,910					
Max Day	4,910						4,910					
Subtotal	\$ 9,820	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,820	\$ -	\$ -	\$ -	\$ -	\$ -
Shared - Downtown Tank												
Base	\$ 84,970							\$ 84,970				
Max Day	84,970							84,970				
Subtotal	\$ 169,940	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 169,940	\$ -	\$ -	\$ -	\$ -
Shared - Bills	666,692											666,692
Total Shared Costs	\$ 15,977,983	\$ 12,742,080	\$ 1,201,665	\$ 464,147	\$ 395,712	\$ 327,926	\$ 9,820	\$ 169,940	\$ -	\$ -	\$ -	\$ 666,692
Total Retail Only	\$ 9,590,026	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 39,278	\$ -	\$ 3,817,981	\$ 14,569	\$ 5,718,197	\$ -
Total O&M	\$ 25,568,008	\$ 12,742,080	\$ 1,201,665	\$ 464,147	\$ 395,712	\$ 327,926	\$ 49,098	\$ 169,940	\$ 3,817,981	\$ 14,569	\$ 5,718,197	\$ 666,692

Table 7: Depreciation Allocation to Cost Drivers

Description	Total	Shared - Water Supply	Shared - Supply Line	Shared - Transmission	Shared - Tiger Tank	Shared - I Street GSTs	Shared - Hwy 102	Shared - Downtown Tank	Retail Only - Distribution	Retail Only - Meters	Retail Only - Services	Shared - Bills
Functionalized Cost	\$ 1,160,055	\$ -	\$ 315,687	\$ 50,576	\$ 129,946	\$ 95,415	\$ 8,432	\$ 65,230	\$ 494,769	\$ -	\$ -	\$ -
Land												
General Plant	\$ 368,134		\$ 100,181	\$ 16,050	\$ 41,237	\$ 30,279	\$ 2,676	\$ 20,700	\$ 157,011	\$ -	\$ -	
Total	\$ 1,528,189	\$ -	\$ 415,868	\$ 66,626	\$ 171,183	\$ 125,694	\$ 11,108	\$ 85,930	\$ 651,779	\$ -	\$ -	\$ -
	\$ -											
Shared Costs												
Shared - Purchased Water	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Shared Supply Line/Tiger Tank												
Base	\$ 207,934		\$ 207,934									
Max Day	207,934		207,934									
Subtotal	\$ 415,868	\$ -	\$ 415,868	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Shared - Transmission												
Base	\$ 33,313			\$ 33,313								
Max Day	33,313			33,313								
Shared - Transmission	\$ 66,626	\$ -	\$ -	\$ 66,626	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Shared - Tiger Tank												
Base	\$ 85,592				\$ 85,592							
Max Day	85,592				85,592							
Subtotal	\$ 171,183	\$ -	\$ -	\$ -	\$ 171,183	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Shared - I Street GSTs												
Base	\$ 62,847					\$ 62,847						
Max Day	62,847					62,847						
Subtotal	\$ 125,694	\$ -	\$ -	\$ -	\$ -	\$ 125,694	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Shared - Hwy 102												
Base	\$ 1,111						\$ 1,111					
Max Day	1,111						1,111					
Subtotal	\$ 2,222	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,222	\$ -	\$ -	\$ -	\$ -	\$ -
Shared - Downtown Tank												
Base	\$ 42,965							\$ 42,965				
Max Day	42,965							42,965				
Subtotal	\$ 85,930	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 85,930	\$ -	\$ -	\$ -	\$ -
Shared - Bills	\$ -										\$ -	\$ -
Total Shared Costs	\$ 867,523	\$ -	\$ 415,868	\$ 66,626	\$ 171,183	\$ 125,694	\$ 2,222	\$ 85,930	\$ -	\$ -	\$ -	\$ -
Total Retail Only	660,666	-	-	-	-	-	8,887	-	651,779	-	-	-
Total Depreciation	\$ 1,528,189	\$ -	\$ 415,868	\$ 66,626	\$ 171,183	\$ 125,694	\$ 11,108	\$ 85,930	\$ 651,779	\$ -	\$ -	\$ -

Table 8: Rate Base Allocation to Cost Drivers

Description	Total	Shared - Water Supply	Shared - Supply Line	Shared - Transmission	Shared - Tiger Tank	Shared - I Street GSTs	Shared - Hwy 102	Shared - Downtown Tank	Retail Only - Distribution	Retail Only - Meters	Retail Only - Services	Shared - Bills
Functionalized Rate Base	\$ 31,080,770	\$ -	\$ 9,573,009	\$ 1,393,424	\$ 2,710,734	\$ 2,237,202	\$ 303,273	\$ 1,409,361	\$ 13,453,767	\$ 0	\$ -	\$ -
Land	3,400,297	-	1,047,306	152,443	296,560	244,754	33,179	154,187	1,471,869	0	-	-
General Plant	5,172,905		1,593,276	231,913	451,159	372,347	50,475	234,566	2,239,168	0	-	-
Working Capital	2,442,396	-	228,829	88,386	75,354	62,446	9,350	32,361	727,045	2,774	1,088,896	126,956
Total	\$ 42,096,368	\$ -	\$ 12,442,420	\$ 1,866,167	\$ 3,533,807	\$ 2,916,750	\$ 396,276	\$ 1,830,475	\$ 17,891,848	\$ 2,774	\$ 1,088,896	\$ 126,956
Shared Rate Base	\$ -											
Shared - Purchased Water	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Shared Supply Line/Tiger Tank												
Base	\$ 6,221,210		\$ 6,221,210									
Max Day	6,221,210		6,221,210									
Subtotal	\$ 12,442,420	\$ -	\$ 12,442,420	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Shared - Transmission												
Base	\$ 933,083			\$ 933,083								
Max Day	933,083			933,083								
Shared - Transmission	\$ 1,866,167	\$ -	\$ -	\$ 1,866,167	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Shared - Tiger Tank												
Base	\$ 1,766,904				\$ 1,766,904							
Max Day	1,766,904				1,766,904							
Subtotal	\$ 3,533,807	\$ -	\$ -	\$ -	\$ 3,533,807	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Shared - I Street GSTs												
Base	\$ 1,458,375					\$ 1,458,375						
Max Day	1,458,375					1,458,375						
Subtotal	\$ 2,916,750	\$ -	\$ -	\$ -	\$ -	\$ 2,916,750	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Shared - Hwy 102												
Base	\$ 39,628						\$ 39,628					
Max Day	39,628						39,628					
Subtotal	\$ 79,255	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 79,255	\$ -	\$ -	\$ -	\$ -	\$ -
Shared - Downtown Tank												
Base	\$ 915,237							\$ 915,237				
Max Day	915,237							915,237				
Subtotal	\$ 1,830,475	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,830,475	\$ -	\$ -	\$ -	\$ -
Shared - Bills	\$ 126,956											\$ 126,956
Total Shared Rate Base	\$ 22,795,829	\$ -	\$ 12,442,420	\$ 1,866,167	\$ 3,533,807	\$ 2,916,750	\$ 79,255	\$ 1,830,475	\$ -	\$ -	\$ -	\$ 126,956
Total Retail Only Rate Base	19,300,539	-	-	-	-	-	317,021	-	17,891,848	2,774	1,088,896	-
Total Rate Base	\$ 42,096,368	\$ -	\$ 12,442,420	\$ 1,866,167	\$ 3,533,807	\$ 2,916,750	\$ 396,276	\$ 1,830,475	\$ 17,891,848	\$ 2,774	\$ 1,088,896	\$ 126,956

Step 3: Distribute Revenue Requirement to Customer Classes

Once the revenue requirement is assigned to cost drivers (Step 2), the final step involves distributing the costs to customer classes in proportion to their demands, which involves determining customer class units of service, calculating a unit cost of service for each cost driver, and multiplying customer class units of service by the unit costs to determine class cost of service.

Customer Class Units of Service

Customer class units of service include base or average day demand, maximum day extra capacity demand and bills. Average day demand represents each class's annual usage, divided by 365. Maximum day extra capacity demand for each class represents that class's total maximum day demand, less average day demand, or—put differently—the incremental demand above average day represented by maximum day demand. Total maximum day demand is estimated using demand factors determined as follows:

1. Each class's average demand in the maximum month (Class ADMM) is determined. This is the highest monthly usage in the year, divided by 30 days.
2. Daily purchase data from BWD is used to determine, for the entire water system, the average day in maximum month (System ADMM) and the actual maximum day (System MD).
3. The ratio of MD to ADMM for the entire water system is determined by dividing MD by ADMM from Step 2.
4. The system MD:ADMM ratio is multiplied by each class's ADMM to determine an estimated maximum day demand (Class MD).
5. The estimated class maximum day demand is divided by each class's average day (annual usage/365) to determine an estimated maximum day factor.

Table 9 indicates the determination of each class's maximum day demand factors. Table 10 indicates the units of service by class and cost driver. For cost drivers (e.g., transmission) that all classes share in, all units are included. Those that are only partially shared (e.g., the I Street GSTs) only include the units for the classes that share in those costs.

Table 9: Class Maximum Day Factor Determination

Description	Residential	Commercial	Irrigation	City	Bella Vista	Cave Springs	Oakhills	Old Bella Vista
Jan	82,259	42,135	11,484	5,566	69,425	29,789	407	56
Feb	92,772	40,874	1,119	7,753	74,438	31,987	229	104
Mar	76,088	41,518	11,300	7,947	59,988	27,689	355	64
Apr	79,347	42,496	104,889	8,696	62,754	29,400	393	67
May	85,508	51,067	18,061	10,133	54,576	17,908	424	68
Jun	95,632	50,251	28,059	12,042	68,269	30,238	574	79
Jul	94,552	53,538	72,934	19,650	75,638	32,100	788	90
Aug	96,637	56,502	88,095	30,795	81,210	36,249	862	96
Sep	105,638	62,224	103,918	44,670	83,112	37,883	875	100
Oct	91,553	68,957	81,206	19,225	78,483	31,984	759	72
Nov	95,217	56,310	60,265	21,712	78,773	28,746	764	79
Dec	81,118	43,647	12,705	14,504	64,889	22,775	523	76
Total	1,076,319	609,519	594,034	202,692	851,555	356,748	6,953	950
Annual Average Day	2,949	1,670	1,627	555	2,333	977	19	3
ADMM	3,521	2,299	3,496	1,489	2,770	1,263	29	3
System ADMM	26,627	26,627	26,627	26,627	26,627	26,627	26,627	26,627
System MD	27,484	27,484	27,484	27,484	27,484	27,484	27,484	27,484
System MD:ADMM	1.03	1.03	1.03	1.03	1.03	1.03	1.03	1.03
Class MD	3,635	2,373	3,609	1,537	2,860	1,303	30	4
Class MD Factor	1.23	1.42	2.22	2.77	1.23	1.33	1.58	1.38

Table 10: Units of Service By Customer Class and Cost Driver

Description	Units	Residential	Commercial	Irrigation	City	Bella Vista	Cave Springs	Oakhills	Old Bella Vista	Total
Annual Usage	1,000 gal	1,186,862	677,032	500,461	96,785	898,160	389,578	6,953	950	3,756,781
Base	1,000 gpd	3,252	1,855	1,371	265	2,461	1,067	19	3	10,293
Max Day Factor		1.23	1.42	2.22	2.77	1.23	1.33	1.58	1.38	
Max Day Total	1,000 gpd	4,008	2,635	3,040	734	3,016	1,423	30	4	14,890
Max Day Extra	1,000 gpd	756	780	1,669	469	555	356	11	1	4,598
Bills	Bills	263,004	19,020	59,964	1,488	12	12	12	12	343,524
By Cost Driver										
Shared Supply Line - O&M										
Base	1,000 gpd	1,186,862	677,032	500,461	96,785	898,160	389,578	6,953	950	3,756,781
Max Day	1,000 gpd	756	780	1,669	469	555	356	11	1	4,598
Shared Supply Line - Capital										
Base	1,000 gpd	1,186,862	677,032	500,461	96,785		389,578	6,953	950	2,858,622
Max Day	1,000 gpd	756	780	1,669	469		356	11	1	4,042
Shared - Transmission										
Base	1,000 gpd	1,186,862	677,032	500,461	96,785	898,160	389,578	6,953	950	3,756,781
Max Day	1,000 gpd	756	780	1,669	469	555	356	11	1	4,598
Shared - Tiger Tank - O&M										
Base	1,000 gpd	1,186,862	677,032	500,461	96,785	898,160		6,953	950	3,367,204
Max Day	1,000 gpd	756	780	1,669	469	555		11	1	4,242
Shared - Tiger Tank - Capital										
Base	1,000 gpd	1,186,862	677,032	500,461	96,785			6,953	950	2,469,044
Max Day	1,000 gpd	756	780	1,669	469			11	1	3,686
Shared - I Street GSTs										
Base	1,000 gpd	1,186,862	677,032	500,461	96,785	898,160		6,953	950	3,367,204
Max Day	1,000 gpd	756	780	1,669	469	555		11	1	4,242
Shared - Hwy 102										
Base	1,000 gpd	1,186,862	677,032	500,461	96,785	898,160	389,578	6,953	950	3,756,781
Max Day	1,000 gpd	756	780	1,669	469	555	356	11	1	4,598
Shared - Downtown Tank										
Base	1,000 gpd	1,186,862	677,032	500,461	96,785	898,160		6,953	950	3,367,204
Max Day	1,000 gpd	756	780	1,669	469	555		11	1	4,242
Bills		263,004	19,020	59,964	1,488	12	12	12	12	343,524

Unit Cost of Service

Once customer class units of service are determined, a unit cost for each demand driver can be calculated by dividing the allocated costs by cost driver (from Table 6, Table 7 and Table 8) by the relevant units for each cost driver (from Table 10). The unit cost for shared O&M, depreciation and rate base is shown on Table 11.

Distribution of Costs to Customer Classes

The final step in determining wholesale cost of service involves multiplying each wholesale customer's units by the unit cost of service to determine each wholesale customer's proportionate share of each component.

Table 12 indicates the allocation of shared O&M costs to each wholesale customer, calculated by multiplying the total unit cost of service for each cost driver, by each wholesale customer's units. For example, Bella Vista's cost of service for base costs associated with Shared – Transmission O&M is ~\$55,000, which represents \$0.062 per 1,000 gallons x 898,160 1,000 gallons of base demand.

Table 13 indicates the allocation of shared depreciation to each wholesale customer, calculated by multiplying the total unit cost of service for each cost driver, by each wholesale customer's units. For example, Bella Vista's cost of service for base costs associated with Shared – Transmission depreciation is ~\$8,000, which represents \$0.009 per 1,000 gallons x 898,160 1,000 gallons of base demand.

Table 14 indicates the allocation of shared rate base to each wholesale customer, calculated by multiplying the total unit cost of service for each cost driver, by each wholesale customer's units. To determine return on rate base, each wholesale customer's share of rate base is multiplied by a 6% rate of return. For example, Bella Vista's cost of service for base rate base associated with Shared – Transmission depreciation is ~\$223,000 which represents \$0.248 per 1,000 gallons x 898,160 1,000 gallons of base demand. The return associated with this component is approximately \$13,000 (\$223,000 x 0.06).

Table 15 indicates a summary of all three components: O&M, depreciation and return. Note O&M costs exclude purchased water, which we recommend the City recover via a pass-through charge, plus a 3% mark-up.

Table 11: Unit Cost of Service

Description	Units Description	O&M			Depreciation			Rate Base		
		Cost	Units	Unit Cost	Cost	Units	Unit Cost	Cost	Units	Unit Cost
Shared - Purchased Water		\$ 12,742,080			\$ -			\$ -		
Shared Supply Line										
Base	1,000 gal	\$ 600,832	3,756,781	\$ 0.16	\$ 207,934	2,858,622	\$ 0.07	\$ 6,221,210	2,858,622	\$ 0.07
Max Day	1,000 gpd	600,832	4,598	130.68	207,934	4,042	51.44	6,221,210	4,042	51.44
Subtotal		\$ 1,201,665			\$ 415,868			\$ 12,442,420		
Shared - Transmission										
Base	1,000 gal	\$ 232,074	3,756,781	\$ 0.06	\$ 33,313	3,756,781	\$ 0.01	\$ 933,083	3,756,781	\$ 0.01
Max Day	1,000 gpd	232,074	4,598	50.48	33,313	4,598	7.25	933,083	4,598	7.25
Subtotal		\$ 464,147			\$ 66,626			\$ 1,866,167		
Shared - Tiger Tank										
Base	1,000 gal	\$ 197,856	3,367,204	\$ 0.06	\$ 85,592	2,469,044	\$ 0.03	\$ 1,766,904	2,469,044	\$ 0.03
Max Day	1,000 gpd	197,856	4,242	46.64	85,592	3,686	23.22	1,766,904	3,686	23.22
Subtotal		\$ 395,712			\$ 171,183			\$ 3,533,807		
Shared - I Street GSTs										
Base	1,000 gal	\$ 163,963	3,367,204	\$ 0.05	\$ 62,847	3,367,204	\$ 0.02	\$ 1,458,375	3,367,204	\$ 0.02
Max Day	1,000 gpd	163,963	4,242	38.65	62,847	4,242	14.82	1,458,375	4,242	14.82
Subtotal		\$ 327,926			\$ 125,694			\$ 2,916,750		
Shared - Hwy 102										
Base	1,000 gal	\$ 4,910	3,756,781	\$ 0.00	\$ 1,111	3,756,781	\$ 0.00	\$ 39,628	3,756,781	\$ 0.00
Max Day	1,000 gpd	4,910	4,598	1.07	1,111	4,598	0.24	39,628	4,598	0.24
Subtotal		\$ 9,820			\$ 2,222			\$ 79,255		
Shared - Downtown Tank										
Base	1,000 gal	\$ 84,970	3,367,204	\$ 0.03	\$ 42,965	3,367,204	\$ 0.01	\$ 915,237	3,367,204	\$ 0.01
Max Day	1,000 gpd	84,970	4,242	20.03	42,965	4,242	10.13	915,237	4,242	10.13
Subtotal		\$ 169,940			\$ 85,930			\$ 1,830,475		
Shared - Bills	Bills	\$ 666,692	343,524	\$ 1.94	\$ -	343,524	\$ -	\$ 126,956	343,524	\$ -
Total Shared Costs		\$ 15,977,983			\$ 867,523			\$ 22,795,829		

Table 12: Distribution of O&M Costs to Wholesale Customers

Description	Total	Shared - Supply Line		Shared - Transmission		Shared - Tiger Tank		Shared - I Street GSTs		Shared - Hwy 102		Shared - Downtown Tank		Bills
		Base	Max Day	Base	Max Day	Base	Max Day	Base	Max Day	Base	Max Day	Base	Max Day	
Unit Cost		\$ 0.160	\$ 130.679	\$ 0.062	\$ 50.475	\$ 0.059	\$ 46.644	\$ 0.049	\$ 38.654	\$ 0.001	\$ 1.068	\$ 0.025	\$ 20.032	\$ 1.941
		per 1,000 gal	per 1,000 gpd	per 1,000 gal	per 1,000 gpd	per 1,000 gal	per 1,000 gpd	per 1,000 gal	per 1,000 gpd	per 1,000 gal	per 1,000 gpd	per 1,000 gal	per 1,000 gpd	per Bill
Units		1,000 gal	1,000 gpd	1,000 gal	1,000 gpd	1,000 gal	1,000 gpd	1,000 gal	1,000 gpd	1,000 gal	1,000 gpd	1,000 gal	1,000 gpd	Bills
Bella Vista		898,160	555	898,160	555	898,160	555	898,160	555	898,160	555	898,160	555	12
Cave Springs		389,578	356	389,578	356	-	-	-	-	389,578	356	-	-	12
Oakhills		6,953	11	6,953	11	6,953	11	6,953	11	6,953	11	6,953	11	12
Old Bella Vista		950	1	950	1	950	1	950	1	950	1	950	1	12
Total Units		1,295,640	923	1,295,640	923	906,063	567	906,063	567	1,295,640	923	906,063	567	48
Cost of Service														
Bella Vista	\$ 479,181	\$ 143,645	\$ 72,567	\$ 55,483	\$ 28,029	\$ 52,776	\$ 25,902	\$ 43,735	\$ 21,465	\$ 1,174	\$ 593	\$ 22,665	\$ 11,124	\$ 23
Cave Springs	151,775	62,306	46,521	24,066	17,969	-	-	-	-	509	380	-	-	23
Oakhills	5,676	1,112	1,445	430	558	409	516	339	427	9	12	175	222	23
Old Bella Vista	643	152	128	59	49	56	46	46	38	1	1	24	20	23
Total Cost	\$ 637,275	\$ 207,215	\$ 120,661	\$ 80,038	\$ 46,606	\$ 53,240	\$ 26,463	\$ 44,120	\$ 21,930	\$ 1,693	\$ 986	\$ 22,864	\$ 11,365	\$ 93

Table 13: Distribution of Depreciation to Wholesale Customers

Description	Total	Shared - Supply Line		Shared - Transmission		Shared - Tiger Tank		Shared - I Street GSTs		Shared - Hwy 102		Shared - Downtown Tank		Bills
		Base	Max Day	Base	Max Day	Base	Max Day	Base	Max Day	Base	Max Day	Base	Max Day	
Unit Cost		\$ 0.073	\$ 51.437	\$ 0.009	\$ 7.245	\$ 0.035	\$ 23.218	\$ 0.019	\$ 14.816	\$ 0.000	\$ 0.242	\$ 0.013	\$ 10.129	\$ -
		per 1,000 gal	per 1,000 gpd	per 1,000 gal	per 1,000 gpd	per 1,000 gal	per 1,000 gpd	per 1,000 gal	per 1,000 gpd	per 1,000 gal	per 1,000 gpd	per 1,000 gal	per 1,000 gpd	per Bill
Units		1,000 gal	1,000 gpd	1,000 gal	1,000 gpd	1,000 gal	1,000 gpd	1,000 gal	1,000 gpd	1,000 gal	1,000 gpd	1,000 gal	1,000 gpd	Bills
Bella Vista		-	-	898,160	555	-	-	898,160	555	898,160	555	898,160	555	12
Cave Springs		389,578	356	389,578	356	-	-	-	-	389,578	356	-	-	12
Oakhills		6,953	11	6,953	11	6,953	11	6,953	11	6,953	11	6,953	11	12
Old Bella Vista		950	1	950	1	950	1	950	1	950	1	950	1	12
Total Units		397,481	368	1,295,640	923	7,903	12	906,063	567	1,295,640	923	906,063	567	48
Cost of Service														
Bella Vista	\$ 54,464	\$ -	\$ -	\$ 7,964	\$ 4,023	\$ -	\$ -	\$ 16,764	\$ 8,227	\$ 266	\$ 134	\$ 11,460	\$ 5,625	\$ -
Cave Springs	52,884	28,338	18,311	3,455	2,579	-	-	-	-	115	86	-	-	-
Oakhills	2,213	506	569	62	80	241	257	130	164	2	3	89	112	-
Old Bella Vista	245	69	50	8	7	33	23	18	15	0	0	12	10	-
Total Cost	\$ 109,806	\$ 28,912	\$ 18,931	\$ 11,489	\$ 6,690	\$ 274	\$ 279	\$ 16,911	\$ 8,406	\$ 383	\$ 223	\$ 11,561	\$ 5,747	\$ -

Table 14: Distribution of Rate Base and Return on Rate Base to Wholesale Customers

Description	Total	Shared - Supply Line		Shared - Transmission		Shared - Tiger Tank		Shared - I Street GSTs		Shared - Hwy 102		Shared - Downtown Tank		Bills
		Base	Max Day	Base	Max Day	Base	Max Day	Base	Max Day	Base	Max Day	Base	Max Day	
Unit Cost		\$ 2.176	\$ 1,538.958	\$ 0.248	\$ 202.942	\$ 0.716	\$ 479.292	\$ 0.433	\$ 343.811	\$ 0.011	\$ 8.619	\$ 0.272	\$ 215.767	\$ 0.370
		per 1,000 gal	per 1,000 gpd	per 1,000 gal	per 1,000 gpd	per 1,000 gal	per 1,000 gpd	per 1,000 gal	per 1,000 gpd	per 1,000 gal	per 1,000 gpd	per 1,000 gal	per 1,000 gpd	per Bill
Units		1,000 gal	1,000 gpd	1,000 gal	1,000 gpd	1,000 gal	1,000 gpd	1,000 gal	1,000 gpd	1,000 gal	1,000 gpd	1,000 gal	1,000 gpd	Bills
Bella Vista		-	-	898,160	555	-	-	898,160	555	898,160	555	898,160	555	12
Cave Springs		389,578	356	389,578	356	-	-	-	-	389,578	356	-	-	12
Oakhills		6,953	11	6,953	11	6,953	11	6,953	11	6,953	11	6,953	11	12
Old Bella Vista		950	1	950	1	950	1	950	1	950	1	950	1	12
Total Units		397,481	368	1,295,640	923	7,903	12	906,063	567	1,295,640	923	906,063	567	48
Rate Base Value														
Bella Vista	\$ 1,293,907	\$ -	\$ -	\$ 223,079	\$ 112,695	\$ -	\$ -	\$ 389,003	\$ 190,921	\$ 9,474	\$ 4,786	\$ 244,128	\$ 119,817	\$ 4
Cave Springs	1,571,889	847,837	547,863	96,761	72,246	-	-	-	-	4,109	3,068	-	-	4
Oakhills	57,658	15,132	17,017	1,727	2,244	4,976	5,300	3,011	3,802	73	95	1,890	2,386	4
Old Bella Vista	6,399	2,067	1,507	236	199	680	469	411	337	10	8	258	211	4
Total Value	\$ 2,929,854	\$ 865,036	\$ 566,388	\$ 321,802	\$ 187,384	\$ 5,656	\$ 5,769	\$ 392,426	\$ 195,059	\$ 13,667	\$ 7,958	\$ 246,276	\$ 122,414	\$ 18
Multiplied by Rate of Return		6.0%	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%
Return on Rate Base														
Bella Vista	\$ 77,634	\$ -	\$ -	\$ 13,385	\$ 6,762	\$ -	\$ -	\$ 23,340	\$ 11,455	\$ 568	\$ 287	\$ 14,648	\$ 7,189	\$ 0
Cave Springs	94,313	50,870	32,872	5,806	4,335	-	-	-	-	247	184	-	-	0
Oakhills	3,459	908	1,021	104	135	299	318	181	228	4	6	113	143	0
Old Bella Vista	384	124	90	14	12	41	28	25	20	1	1	15	13	0
Total Return	\$ 175,791	\$ 51,902	\$ 33,983	\$ 19,308	\$ 11,243	\$ 339	\$ 346	\$ 23,546	\$ 11,704	\$ 820	\$ 477	\$ 14,777	\$ 7,345	\$ 1

Table 15: Summary of Wholesale Cost of Service

Description	Total	Shared - Supply Line		Shared - Transmission		Shared - Tiger Tank		Shared - I Street GSTs		Shared - Hwy 102		Shared - Downtown Tank		Bills
		Base	Max Day	Base	Max Day	Base	Max Day	Base	Max Day	Base	Max Day	Base	Max Day	
Cost of Service - O&M														
Bella Vista	\$ 479,181	\$ 143,645	\$ 72,567	\$ 55,483	\$ 28,029	\$ 52,776	\$ 25,902	\$ 43,735	\$ 21,465	\$ 1,174	\$ 593	\$ 22,665	\$ 11,124	\$ 23
Cave Springs	151,775	62,306	46,521	24,066	17,969	-	-	-	-	509	380	-	-	23
Oakhills	5,676	1,112	1,445	430	558	409	516	339	427	9	12	175	222	23
Old Bella Vista	643	152	128	59	49	56	46	46	38	1	1	24	20	23
Total Cost	\$ 637,275	\$ 207,215	\$ 120,661	\$ 80,038	\$ 46,606	\$ 53,240	\$ 26,463	\$ 44,120	\$ 21,930	\$ 1,693	\$ 986	\$ 22,864	\$ 11,365	\$ 93
Cost of Service - Depreciation														
Bella Vista	\$ 54,464	\$ -	\$ -	\$ 7,964	\$ 4,023	\$ -	\$ -	\$ 16,764	\$ 8,227	\$ 266	\$ 134	\$ 11,460	\$ 5,625	\$ -
Cave Springs	52,884	28,338	18,311	3,455	2,579	-	-	-	-	115	86	-	-	-
Oakhills	2,213	506	569	62	80	241	257	130	164	2	3	89	112	-
Old Bella Vista	245	69	50	8	7	33	23	18	15	0	0	12	10	-
Total Cost	\$ 109,806	\$ 28,912	\$ 18,931	\$ 11,489	\$ 6,690	\$ 274	\$ 279	\$ 16,911	\$ 8,406	\$ 383	\$ 223	\$ 11,561	\$ 5,747	\$ -
Cost of Service - Return														
Bella Vista	\$ 77,634	\$ -	\$ -	\$ 13,385	\$ 6,762	\$ -	\$ -	\$ 23,340	\$ 11,455	\$ 568	\$ 287	\$ 14,648	\$ 7,189	\$ 0
Cave Springs	94,313	50,870	32,872	5,806	4,335	-	-	-	-	247	184	-	-	0
Oakhills	3,459	908	1,021	104	135	299	318	181	228	4	6	113	143	0
Old Bella Vista	384	124	90	14	12	41	28	25	20	1	1	15	13	0
Total Cost	\$ 175,791	\$ 51,902	\$ 33,983	\$ 19,308	\$ 11,243	\$ 339	\$ 346	\$ 23,546	\$ 11,704	\$ 820	\$ 477	\$ 14,777	\$ 7,345	\$ 1
Total - O&M, Depreciation, Return														
Bella Vista	\$ 611,279	\$ 143,645	\$ 72,567	\$ 76,833	\$ 38,814	\$ 52,776	\$ 25,902	\$ 83,839	\$ 41,148	\$ 2,008	\$ 1,014	\$ 48,773	\$ 23,937	\$ 24
Cave Springs	298,972	141,514	97,704	33,326	24,883	-	-	-	-	871	650	-	-	24
Oakhills	11,349	2,526	3,035	595	773	948	1,091	649	819	16	20	378	477	24
Old Bella Vista	1,272	345	269	81	68	130	97	89	73	2	2	52	42	24
Total Cost	\$ 922,872	\$ 288,030	\$ 173,575	\$ 110,835	\$ 64,539	\$ 53,853	\$ 27,089	\$ 84,577	\$ 42,040	\$ 2,896	\$ 1,687	\$ 49,202	\$ 24,456	\$ 94

Wholesale Rate Recommendations

Table 16 indicates the wholesale rate recommendations. Historically the City's wholesale contracts have included a volume rate which recovers the City's cost to purchase water for wholesale customers and a portion of the City's fixed cost to deliver the water to each customer. The structure below separates the pass-through of purchased water costs from the City's fixed delivery cost. The bulk water charge is the current (as of October 1, 2025) Beaver Water Rate, plus a 3% mark-up. The base charge includes the City's delivery costs, which are entirely fixed. The base charge costs are those determined by the cost of service study above.

Table 16: Wholesale Water Rate Calculations

Description	Bella Vista	Cave Springs	Oakhills	Old Bella Vista
Bulk Water Charge - \$/1,000				
BWD Rate	1.82	1.82	1.82	1.82
3% Mark-Up	0.05	0.05	0.05	0.05
Total Bulk Water Charge - \$/1,000	1.87	1.87	1.87	1.87
Base Charge - Annual Cost				
Shared - Supply Line	\$ 216,212	\$ 239,218	\$ 5,560	\$ 614
Shared - Transmission	115,647	58,209	1,368	150
Shared - Tiger Tank	78,678	-	2,039	226
Shared - I Street GSTs	124,987	-	1,468	161
Shared - Hwy 102	3,022	1,521	36	4
Shared - Downtown Tank	72,710	-	854	94
Bills	24	24	24	24
Total Base Charge Annual Cost	\$ 611,279	\$ 298,972	\$ 11,349	\$ 1,272
Base Charge - \$/Mo				
Shared - Supply Line	\$ 18,018	\$ 19,935	\$ 463	\$ 51
Shared - Transmission	9,637	4,851	114	12
Shared - Tiger Tank	6,556	-	170	19
Shared - I Street GSTs	10,416	-	122	13
Shared - Hwy 102	252	127	3	0
Shared - Downtown Tank	6,059	-	71	8
Bills	2	2	2	2
Total Base Charge \$/Mo	\$ 50,940	\$ 24,914	\$ 946	\$ 106

AGREEMENT

This AGREEMENT made and entered into this ___ day of _____, 20__ by and between the City of Bentonville, Arkansas, an Arkansas municipal corporation, hereinafter called the "CITY" and Bella Vista Village Property Owners Association, Benton County, Arkansas, a non-profit corporation, hereinafter called the "VILLAGE";

WITNESSETH THAT:

WHEREAS, the Village is owner of a water system providing retail water supply to a planned residential community known as Bella Vista Village, Arkansas; and

WHEREAS, water is being supplied to the VILLAGE by the CITY through three metering stations; one being located at Cold Cave Drive Pumping Station, one at Bridgewater pumping station, and one at 3471 South Lake Drive; and

WHEREAS, the Village, to provide for its present and future potable water needs, desires to continue the purchase of treated water from the CITY; and

WHEREAS, the CITY has facilities and is able to supply the VILLAGE water as outlined in this agreement and continues to be committed to said service; and

WHEREAS, the CITY purchases treated water from the Beaver Water District; and

WHEREAS, the VILLAGE is willing to make a commitment to purchase a portion of the CITY'S total water purchased from Beaver Water District to provide the VILLAGE'S water supply needs hereinafter outlined in this agreement for the term of this agreement; and

WHEREAS, the VILLAGE desires to be assured that the CITY continues to have the facilities necessary to provide the VILLAGE with adequate water service and a supply of potable water; and

WHEREAS, Arkansas State law specifically authorizes cities to provide water service outside their corporate limits where the demand for such service is sufficient to produce revenues that will cover the cost of such service.

NOW THEREFORE, in consideration of the mutual covenants hereinafter expressed, it is agreed as follows:

1. That the CITY will deliver to the VILLAGE potable treated water, meeting standards set forth by Federal and State agencies having authority to establish water quality standards that uniformly apply to the Beaver Water District and to the CITY and its customers and as those standards may be amended from time to time.

That both parties understand and agree that the VILLAGE shall pay the volume of water registered on the master metering equipment provided by the CITY for that purpose.

The CITY will furnish said water at 3471 South Lake Drive, Cold Cave Drive delivery point at a normal minimum pressure of 100 pounds per square inch gauge (psig) and Bridgewater delivery point at a normal and minimum pressure of 50 psig.

The CITY shall provide available capacity to the VILLAGE of up to 2.3 million gallons per day (MGD) at the Cold Cave metering station and up to 3.7 MGD at the Bridgewater metering station, except during an emergency condition whereby the maximum rate could be exceeded with mutual consent of the CITY and the VILLAGE.

2. That the VILLAGE will pay the CITY for wholesale treated water purchased in two (2) parts;

(a) The VILLAGE will pay a BASE CHARGE for Operation, Maintenance, Repair, Rehabilitation and Replacement of the CITY infrastructure servicing the VILLAGE, and other reasonable and associated water utility operational costs (such as billing, etc.) incurred by the CITY. The BASE CHARGE shall be determined at the time a rate analysis is performed as outlined in Section 4 below and adjusted according to the rate study findings. The initial BASE CHARGE shall be \$50,923.00 due monthly commencing on January 1, 2026, and extended for a minimum of one (1) year. Except as modified by Section 4b, said BASE CHARGE shall remain in effect until the next rate analysis is performed as outlined in section 4 below.

(b) The VILLAGE will pay to the CITY a BULK WATER CHARGE, which will recover the cost of water purchased by the CITY from Beaver Water District (BWD) for delivery to the VILLAGE. The VILLAGE will compensate the CITY for the sum of metered water volume from all metering sites, adjusted for the tested meter accuracies at the unit price per 1,000 gallons charged by BWD for water purchased for delivery to the VILLAGE plus a markup of three percent (3.0 %). The BULK WATER CHARGE shall be adjusted timely in accordance with periodic and retroactive adjustments as implemented by BWD, such that the BULK WATER CHARGE billed to the VILLAGE is equal to the rate charged for water purchased from BWD for delivery to the VILLAGE, plus a 3% mark-up.

(c) In addition to the two parts the VILLAGE will pay each month described in sections (a) and (b), for any VILLAGE usage that exceeds 5.25 million gallons in a day or 291,600 gallons in an hour (as defined in Section 3 of this agreement) the VILLAGE shall pay a surcharge of 20% of the BWD volume rate to the CITY for all usage that exceeds the defined limits.

3. That it is further agreed by the parties that the maximum daily total volume purchased by the VILLAGE will be 5.25 million gallons with a maximum hourly flow rate of 291,600 gallons.

4. The CITY may adjust the BASE CHARGE, as described in Section 2(a) of this contract, no more than once per calendar year, as described in this section.

(a) That no later than five years after the initial date of this agreement, the CITY shall complete and deliver to the VILLAGE an analysis of the cost of water via study and report performed on a cost of service basis to update billing rates in accordance with generally accepted ratemaking principles as outlined in American Water Works Association's Manual M1: Principles of Rates, Fees and Charges (Manual M1), or its equivalent, as amended from time to time. The resulting rate(s) and any related components determined by said analysis will be charged by the CITY until the subsequent analysis is performed. Results of any study and resulting rates shall become effective on January 1 following completion of said study with no less than 3 months notice of rates to be imposed. The Study shall be completed at any interval not less than 1 year and not more than 5 years from the completion of a prior study. This requirement may be waived for any given year with the concurrence of the governing bodies of both the CITY and the VILLAGE.

"Cost of Service Methodology". The methodology to be used by CITY to determine the cost of providing water to the VILLAGE refers specifically to the "utility basis" approach to determining the revenue requirement and the "Base - Extra Capacity Method" of allocating the revenue requirement as these are described in Manual M1.

(b) If it has been less than five years since the previous cost of water analysis described in Section 4(a), the CITY may adjust the BASE CHARGE by an amount equal to or less than the year over year percentage change in the Water and sewerage maintenance expenditure category (or its equivalent) of the Consumer Price Index for all Urban Consumers (CPI-U), as published by the United States Department of Labor Bureau of Labor Statistics (or its successor).⁵ That the VILLAGE, at its own expense, has the right to have a Cost-of-Service Study performed at any time and that the CITY agrees to provide all reasonable and relevant information appropriate for the Cost-of-Service Study to be performed. It is agreed that such Cost-of-Service Study performed by the VILLAGE is in no way binding upon the CITY but may be used in negotiations for rate-making purposes. Both parties agree to work together to resolve any Cost-of-Service Study differences to the mutual benefit of each other.

6. That in the event that Beaver Water District adjusts the cost of treated water purchased by the CITY, the CITY shall immediately adjust concurrently on the effective date the VILLAGE's BULK WATER RATE in the amount of the net adjustment of the treated water cost.

7. That the CITY and VILLAGE both covenant and agree that each will abide by all rules, regulations and specifications of the Arkansas Department of Health and Human Services (ADHHS) and the U.S. Environmental Protection Agency (USEPA) applicable to the protection and safety of public water supply systems.

8. The VILLAGE shall pay all costs, charges, and all expenses incidental to construction, maintenance and operation of its own water distribution system and all costs, fees and expenses that may be entailed or incurred in providing any mains or any other distribution facilities from the three respective metering sites of the CITY for the VILLAGE. In like manner, the CITY shall pay all costs, charges and all expenses incidental to construction, maintenance and operation of

its own water distribution system. The CITY and VILLAGE shall share all costs, charges, fees and expenses that may be entailed or incurred in providing any new mains devoted to the delivery of wholesale water to the VILLAGE based on a prorated share of the average volume used by the respective parties.

9. That the CITY shall use all reasonable diligence to provide and maintain an uninterrupted water service to the VILLAGE, but in case of cessation, deficiency, variation in pressure or any other failure or reversal of the service resulting from Acts of God, public enemies, strikes, riots, wars, repairs, orders of any court or any other act responsibly beyond the control of the CITY, the CITY shall not be held responsible to the VILLAGE or any other person for the damage either directly or indirectly resulting from such interruption or failure.

10 If interruptions in service to the VILLAGE become necessary due to repair, extension or rehabilitation of the system, the VILLAGE shall receive timely prior notice of such outage and when the event can be reasonably scheduled, written notice shall be not less than thirty (30) days prior to commencement of any such work.

Should the CITY be unable or unwilling to supply adequate water volume or if the water demand rate of the VILLAGE cannot be met, as defined by this Agreement in Part 1 until Year 2026 and thereafter the Max Day will be 5.25 MGD as defined in Part 2, the VILLAGE may obtain emergency or long term water service from any other source.

11. That the CITY hereby reserves the right to discontinue supplying water to the VILLAGE under this AGREEMENT without notice for any of the following reasons:

- a. Fraudulent misrepresentation as to the condition of the VILLAGE's distribution system as it relates to the protection and safety of the public water supply.
- b. For emergencies where damage to property, equipment or life are likely to occur.
- c. By order of the Arkansas Department of Health and Human Services or the U.S. Environmental Protection Agency.
- d. If any rules or regulations of the Arkansas Department of Health and Human Services or the U.S. Environmental Protection Agency relating to the safety and protection of the public water supply are being abused or violated, as determined by the regulating agency.
- e. For nonpayment as set forth in this agreement.

12. That metering equipment shall be tested annually for accuracy by an independent and duly qualified firm/agency retained by the CITY to ensure accuracy of measurement. The VILLAGE shall be notified at least three (3) days in advance of the time of such test and shall have the right to monitor such test. Each of said metering devices shall be within acceptable standards or shall be immediately repaired, refurbished or otherwise replaced with equivalent

quality metering devices to conform within acceptable standards as recommended and accepted by the American Water Works Association. All billable water volumes shall be corrected based upon the average of the as found and the as-restored test results. The CITY shall have full control of the metering equipment at all times and shall continue to be committed to incur the obligation to maintain those facilities and equipment annually to recommended standards of the American Water Works Association.

13. That the CITY shall read each meter on the first calendar day of each month and a statement rendered as hereinbefore provided. The invoice and payment schedules by the respective parties shall be in accordance with the following procedures. The bill shall be presented to the VILLAGE for payment within fifteen (15) calendar days of the reading date described above. The bill shall be due and payable by the due date, roughly twenty-one (21) days following the date of the bill for the prior month's water purchased. After the due date each month, a ten percent (10%) late penalty will be added to the bill to help defray the cost of handling and processing, and the CITY will provide prompt written notice of nonpayment to the VILLAGE by mail. If payment has not been received by the eighth (8th) day after the due date of bill, the water supply may be discontinued for nonpayment.

In the event the VILLAGE contests a billing by the CITY, the VILLAGE shall pay the full amount of the uncontested portion(s) in accordance with the above paragraph. In the event the VILLAGE is determined to owe any portion of the contested amount, the VILLAGE will pay the remainder amount within fifteen (15) days following resolution of the contested portion(s).

14. That the VILLAGE may have its representative read the master meters at the time of regular reading if so desired, or the VILLAGE may request that the meters be checked or re-read in order to verify its record, and the VILLAGE shall have the right to read said master meter(s) at any other time it deems such action is warranted. If, however, the meter(s) is/are removed for testing more frequently than one accuracy test per year per meter(s) at the request of VILLAGE, and the meter(s) is/are found to be within tolerances for accuracy as previously established in the AGREEMENT, the VILLAGE shall bear all reasonable costs for removal and testing connected therewith. Otherwise, the CITY will bear all costs for the test; volumetric usage during periods of absence of the master meter operation for testing purposes shall be based on the average daily and hourly volume for the corresponding month of the previous year proportioned for the actual hours the meter was out of service.

That the CITY will simultaneously furnish to the VILLAGE the meter data signal and information provided by the metering facility devices should the CITY automate or upgrade its master metering sites with system control and data acquisition (SCADA) information system(s) at no extra charge. In the absence of such facilities being available by the CITY, the CITY will permit the VILLAGE to furnish and install automated metering devices, approved by the CITY, for SCADA application by the VILLAGE at the VILLAGE's sole cost for installation.

15. That the VILLAGE covenants and agrees that in the event of no registration by the master meters, the CITY may render an average bill to the VILLAGE for that portion of the month in which the nonregulation occurred. The volumetric usage to be used for the average bill shall be calculated based on the actual daily and hourly-metered volumes of the previous three months proportioned for the actual hours the meter was out of service.
16. That the VILLAGE covenants and agrees that it will accept and participate to the extent of its authority in any program where water rationing may become necessary due to an emergency resulting from limited supply of water, failure of transportation system, pumping equipment, plant equipment, electrical facilities, or from any other source beyond the control of the CITY, provided that all retail and wholesale customers of the CITY are likewise required to follow like rationing guidelines.
17. This agreement shall remain in full force and effect for an initial period of ten (10) years from and after the effective date of this agreement and shall automatically renew for subsequent five (5) year periods thereafter. Any party wishing not to renew this agreement at the conclusion of the initial term, or any five-year term, thereafter, must submit a written notice of non-renewal at least twelve (12) months prior to the date that the agreement would otherwise be renewed. The party to whom a notice of non-renewal is submitted shall acknowledge receipt of the notice in writing withing thirty (30) days of the date of the non-renewal notice. This agreement may be amended during any term only by written approval of both parties executed by the proper authority of the respective parties.
18. The parties agree to act in good faith and use due diligence in meeting their respective obligations under this agreement.
19. This agreement may be executed in counterparts, which together shall constitute a single agreement.
20. If at any time both parties are unable to resolve a dispute over the terms and conditions of this agreement, either party may request in writing that the matter be submitted for mediation. If both parties agree to mediation, they will select and agree on a mediator. The cost of mediation shall be equally shared and paid for by the CITY and the VILLAGE..
21. That this agreement and all of the provisions hereof shall be binding upon and insure to the benefit of the parties hereto, their successors or assigns, and supersedes any other prior contract(s) for water purchase between the parties. Both parties agree and consent that neither this agreement nor any of the rights, interest, nor obligations hereunder shall be assigned by either of the parties hereto without the prior written consent of the other party excepts as herein provided.
22. All notices, request, demands and other communications under this agreement shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, to the following address:

If to the CITY:
City of Bentonville
1000 SW 14th Street
Bentonville, Arkansas 72712
ATTN: Legal Department

If to the VILLAGE:
Bella Vista Village POA
98 Clubhouse Drive
Bella Vista, Arkansas 72715
ATTN: President

23. That the effective date of this AGREEMENT shall be the ____ day of _____, 20__.

IN WITNESS WHEREOF, the Mayor and City Clerk of the City of Bentonville, Benton County Arkansas, by authority of a resolution adopted by the City Council of the City of Bentonville, have hereto set their hands and caused the corporate seal to be hereunto affixed, and the President and Secretary of Bella Vista Village Property Owners Association, Benton County Arkansas have hereunto set their hands and seals, all of the date first about written.

CITY OF BENTONVILLE, ARKANSAS

ATTEST;

STEPHANIE ORMAN, Mayor

MALORIE MARRS, City Clerk

BELLA VISTA VILLAGE PROPERTY
OWNERS ASSOCIATION

ATTEST;

Tom Judson, President

Jessica McCrary, Corporate Secretary



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)

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

Title, Recommendation & Justification

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

Fund(s) Impacted

(check all that apply)

General Fund

Utility Fund

Street Fund

Other(s): _____

Budget Impact Notes for Consideration (Optional):



City of Bentonville, Arkansas Agenda Item Form

Item Details

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

Item Type (Check all that apply)

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

Title, Recommendation & Justification

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

Fund(s) Impacted

(check all that apply)

General Fund

Utility Fund

Street Fund

Other(s): _____

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

EXHIBIT "B"

**AFFIDAVIT FOR DISPOSAL OF PROPERTY BY AUCTION OF THE BENTONVILLE
PUBLIC LIBRARY WHICH HAS BEEN DEEMED OBSOLETE AND SURPLUS**

I, Hadi Dudley, Library Director of the Bentonville Public Library, do hereby certify that the following property of the Bentonville Public Library has become obsolete, is surplus and no longer used by the City, and it is now appropriate to dispose of said property by public or internet auction as specified under Ark. Code Ann. § 14-54-302(e)(1). I hereby certify that I will be responsible for overseeing that the property is properly sold at public or internet auction. The records listed in this exhibit contain a description of the property to be disposed of by auction.

1. Café style tables - outdoor (woodgrain color top w silver base)
2. Café style chairs - outdoor metal (green)
3. Lounge chairs - outdoor metal (large - yellow)
4. Lounge chairs - outdoor metal (small - yellow)p
5. Ottoman/side table - outdoor metal (yellow)
6. Bench - outdoor metal (blue)
7. Dell monitors (bundle)
8. Dell All-in-One computer (2023)
9. Projectors w lamps (Hitachi and Sanyo) (bundle)
10. Teleconference camera
11. Dell printer (black & white)

[Redacted]
Name

Date: 11/3/2025

[Redacted]
Notary Public

Date: 11/3/2025

Commission Expires: 5/24/2026



EXHIBIT "B"

AFFIDAVIT FOR DISPOSAL OF PROPERTY BY AUCTION OF THE BENTONVILLE STREET DEPARTMENT WHICH HAS BEEN DEEMED OBSOLETE AND SURPLUS

I, Daniel Clardy, Manager of the Bentonville Street Department, do hereby certify that the following property of the Bentonville Street Department has become obsolete, is surplus and no longer used by the City, and it is now appropriate to dispose of said property by public or internet auction as specified under Ark. Code Ann. § 14-54-302(e)(1). I hereby certify that I will be responsible for overseeing that the property is properly sold at public or internet auction. The records listed in this exhibit contain a description of the property to be disposed of by auction.

1. 2004 GMC 3500 Automatic Transmission, Unleaded V8, 4x4 Regular Cab Dually
a. VIN: 1GDJK34UX4E313624


Name

Date: 11/3/25


Notary Public

Date: 11/3/25

Commission Expires: 5/24/2026



EXHIBIT "B"

**AFFIDAVIT FOR DISPOSAL OF PROPERTY BY AUCTION OF THE BENTONVILLE
UTILITY BILLING DEPARTMENT WHICH HAS BEEN DEEMED OBSOLETE AND
SURPLUS**

I, Jerry Walls, Manager of the Bentonville Utility Billing Department, do hereby certify that the following property of the Bentonville Utility Billing Department has become obsolete, is surplus and no longer used by the City, and it is now appropriate to dispose of said property by public or internet auction as specified under Ark. Code Ann. § 14-54-302(e)(1). I hereby certify that I will be responsible for overseeing that the property is properly sold at public or internet auction. The records listed in this exhibit contain a description of the property to be disposed of by auction.

1. 2012 Ford F-150 2WD 2-Door
 - a. VIN: 1FTMF1CM5CFB36629
2. 2012 Ford F-150 2WD 2-Door
 - a. VIN: 1FTMF1CM1CFB36630
3. 2012 Ford F-150 2WD 2-Door
 - a. VIN: 1FTMF1CM3CFB36631
4. 2013 Chevrolet Silverado 1500 4WD 2-Door
 - a. VIN: 1GCNKPE01DZ321306
5. 2015 Dodge Ram 1500 4WD 2-Door
 - a. VIN: 3C6JR7ATXFG626470


Name

Date: 11-3-25


Notary Public

Date: 11/3/2025

Commission Expires: 5/24/2026



EXHIBIT "B"

**AFFIDAVIT FOR DISPOSAL OF PROPERTY BY AUCTION OF THE BENTONVILLE
PARKS AND RECREATION DEPARTMENT WHICH HAS BEEN DEEMED
OBSOLETE AND SURPLUS**

I, Creek Wenger, Maintenance Manager of the Bentonville Parks and Recreation Department, do hereby certify that the following property of the Bentonville Parks and Recreation Department has become obsolete, is surplus and no longer used by the City, and it is now appropriate to dispose of said property by public or internet auction as specified under Ark. Code Ann. § 14-54-302(e)(1). I hereby certify that I will be responsible for overseeing that the property is properly sold at public or internet auction. The records listed in this exhibit contain a description of the property to be disposed of by auction.

1. 2011 Chevrolet 2500
 - a. VIN: 1GC2KVC0BZ297701

[Redacted Signature]

Name

Date: 11-3-25

[Redacted Notary Signature]

Notary Public

Date: 11/3/2025

Commission Expires: 5/25/2026

EXHIBIT "B"

**AFFIDAVIT FOR DISPOSAL OF PROPERTY BY AUCTION OF THE BENTONVILLE
POLICE DEPARTMENT WHICH HAS BEEN DEEMED OBSOLETE AND SURPLUS**

I, Ray Shastid, Chief of the Bentonville Police Department, do hereby certify that the following property of the Bentonville Police Department has become obsolete, is surplus and no longer used by the City, and it is now appropriate to dispose of said property by public or internet auction as specified under Ark. Code Ann. § 14-54-302(e)(1). I hereby certify that I will be responsible for overseeing that the property is properly sold at public or internet auction. The records listed in this exhibit contain a description of the property to be disposed of by auction.

1. 2006 Ford F-350
 - a. VIN: 1FDWF37Y96ED67265

[Redacted Signature]

Name

Date: 11/3/2025

[Redacted Signature]

Notary Public

Date: 11/3/2025

Commission Expires: 5-23-2032



EXHIBIT "B"

**AFFIDAVIT FOR DISPOSAL OF PROPERTY BY AUCTION OF THE BENTONVILLE
ELECTRIC DEPARTMENT WHICH HAS BEEN DEEMED OBSOLETE AND
SURPLUS**

I, Travis Matlock, Director of the Bentonville Electric Department, do hereby certify that the following property of the Bentonville Electric Department has become obsolete, is surplus and no longer used by the City, and it is now appropriate to dispose of said property by public or internet auction as specified under Ark. Code Ann. § 14-54-302(e)(1). I hereby certify that I will be responsible for overseeing that the property is properly sold at public or internet auction. The records listed in this exhibit contain a description of the property to be disposed of by auction.

1. 2012 Dodge Ram 1500 2WD
 - a. VIN: 166RD7KP4C5231577
2. 2008 Ford F-250 4WD
 - a. VIN: 166RD7KP4C5231578


Name

Date: November 3, 2025 | 11:14 AM CST


Notary Public

Date: 11/3/2025

Commission Expires: 5/24/2026



EXHIBIT "B"

AFFIDAVIT FOR DISPOSAL OF PROPERTY BY AUCTION OF THE BENTONVILLE PUBLIC WORKS MAINTENANCE DEPARTMENT WHICH HAS BEEN DEEMED OBSOLETE AND SURPLUS

I, Jerome Todd, Assistant Manager of the Bentonville Public Works Maintenance Department, do hereby certify that the following property of the Bentonville Public Works Maintenance Department has become obsolete, is surplus and no longer used by the City, and it is now appropriate to dispose of said property by public or internet auction as specified under Ark. Code Ann. § 14-54-302(e)(1). I hereby certify that I will be responsible for overseeing that the property is properly sold at public or internet auction. The records listed in this exhibit contain a description of the property to be disposed of by auction.

1. 2009 Ford F-350 4-Door Crew Cab
 - a. VIN: 1FDDW34Y39EA60044
2. 2008 Ford F-350 4-Door Crew Cab
 - a. VIN: 1FDWF37548EE12167
3. Ford F-250 4-Door Crew Cab
 - a. VIN: 1FTSW21508EE05321
4. Dodge 2500 RAM Extended Cab
 - a. VIN: 3C6TR5CT7EG223717
5. Ford F-250
 - a. VIN: 1FT7X2B69DEA80978
6. 2014 725D Grasshopper #3
 - a. S/N: 6210817
7. 2011 725D Grasshopper #16
 - a. S/N: 6065427
8. 2009 325D Grasshopper #7
 - a. S/N: 5911577
9. 2015 729DT6 Grasshopper #38
 - a. S/N: 6515319
10. 2014 725DT Grasshopper #15
 - a. S/N: 6065428
11. 2015 Super Z Hustler #40
 - a. S/N: 15128433
12. 2016 Super Z Hustler #39B
 - a. S/N: 15128434

- 13. 2019 Super Z Hustler #47
 - a. S/N: 17090684
- 14. 2013 CASE 580 Super Backhoe
 - a. VIN: JJGN58SNCDC586272
- 15. 2014 Bobcat 3650 UTV
 - a. VIN: AVW420205
- 16. 2006 Bandit Woodchipper 90JPG
 - a. S/N: 06A19937
- 17. Bush Hog 2815
 - a. S/N: 1HBFR1170400038
- 18. Trailer #8
 - a. VIN: 492UU1829GA038629
- 19. Trailer #08
 - a. VIN: 492UU1829AA046013

Name

Date: 11/4/2025

Notary Public

Date: 11/4/2025

Commission Expires: 5/24/2026



RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING CERTAIN CITY DEPARTMENTS TO
DISPOSE OF OBSOLETE PROPERTY NO LONGER USED BY THE CITY
THROUGH INTERNET AUCTION OR OTHER AVAILABLE MEANS; AND
FOR OTHER PURPOSES.**

WHEREAS, the City Council of the City of Bentonville has determined that the items identified in Exhibit “A” have become obsolete and are no longer used by the City;

WHEREAS, upon being approved and declared as surplus, these items will be sold via online auction or through other means whichever nets the highest value; and

WHEREAS, this Resolution is in accordance with Ark. Code Ann. § 14-54-302.

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

Section 1: The City of Bentonville may auction the items contained in attached Exhibit “A” through internet auction or other means whichever nets the highest value;

Section 2: A record of all items that are disposed of shall be maintained;

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

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2025.

APPROVED:

Stephanie Orman, MAYOR

ATTEST:

Malorie Marrs, CITY CLERK

Line Number	Item Description	Qty	UOM	Department 1	General Category	Action	Transferring To	Asset ID, S/N, VIN (if any)
1	2004 GMC 3500 Automatic Transmission, Unleaded V8, 4x4 Regular Cab Dually; Approximately 80,441 Miles	1	EA	Street	Vehicle/Large Equipment	Auction		Asset ID: 3810-29; VIN: 1GDKJ34UX4E313624
2	2009 Ford F-350 4-Door Crew Cab; Approximately 55,118 Miles	1	EA	Public Works Maintenance	Vehicle/Large Equipment	Auction		Asset ID: 5020-22; VIN: 1FDDW34Y39EA60044
3	2008 Ford F-350 4-Door Crew Cab; Approximately 72,225 Miles	1	EA	Public Works Maintenance	Vehicle/Large Equipment	Auction		Asset ID: 5020-63; VIN: 1FDWF37548EE12167
4	Ford F-250 4-Door Crew Cab; Approximately 91,856 Miles	1	EA	Public Works Maintenance	Vehicle/Large Equipment	Auction		Asset ID: 5020-43; VIN: 1FTSW21508EE05321
5	Dodge 2500 RAM Extended Cab; Approximately 57,072 Miles	1	EA	Public Works Maintenance	Vehicle/Large Equipment	Auction		Asset ID: 5020-48; VIN: 3C6TR5CT7EG223717
6	Ford F-250; Aproximately 98,546 Miles	1	EA	Public Works Maintenance	Vehicle/Large Equipment	Auction		Asset ID: 5020-45; VIN: 1FT7X2B69DEA80978
7	2014 725D Grasshopper #3; Approximately 1,854.2 Hours	1	EA	Public Works Maintenance	Vehicle/Large Equipment	Auction		S/N: 6210817
8	2011 725D Grasshopper #16; Approximately 2,007.6 Hours	1	EA	Public Works Maintenance	Vehicle/Large Equipment	Auction		S/N: 6065427
9	2009 325D Grasshopper #7	1	EA	Public Works Maintenance	Vehicle/Large Equipment	Auction		S/N: 5911577
10	2015 729DT6 Grasshopper #38; Approximately 1,420.4 Hours	1	EA	Public Works Maintenance	Vehicle/Large Equipment	Auction		S/N: 6515319
11	2014 725DT Grasshopper #15; Approximately 2,277.3 Hours	1	EA	Public Works Maintenance	Vehicle/Large Equipment	Auction		S/N: 6065428
12	2015 Super Z Hustler #40	1	EA	Public Works Maintenance	Vehicle/Large Equipment	Auction		S/N: 15128433
13	2016 Super Z Hustler #39B	1	EA	Public Works Maintenance	Vehicle/Large Equipment	Auction		S/N: 15128434
14	2019 Super Z Hustler #47; Approximately 1,336.6 Hours	1	EA	Public Works Maintenance	Vehicle/Large Equipment	Auction		S/N: 17090684
15	2013 CASE 580 Super Backhoe; Approximately 2,026.5 Hours	1	EA	Public Works Maintenance	Vehicle/Large Equipment	Auction		VIN: J1GN58SNCDC586272
16	2014 Bobcat 3650 UTV; Approximately 2,205 Hours	1	EA	Public Works Maintenance	Vehicle/Large Equipment	Auction		VIN: AVW420205
17	2006 Bandit Woodchipper 90JPG; Approximately 294 Hours	1	EA	Public Works Maintenance	Vehicle/Large Equipment	Auction		S/N: 06A19937
18	Bush Hog 2815	1	EA	Public Works Maintenance	Vehicle/Large Equipment	Auction		S/N: 1HBFR1170400038
19	Trailer #8	1	EA	Public Works Maintenance	Vehicle/Large Equipment	Auction		VIN: 492UU1829GA038629
20	Trailer #08	1	EA	Public Works Maintenance	Vehicle/Large Equipment	Auction		VIN: 492UU1829AA046013
21	2011 Chevrolet 2500; Mileage: Approximately 128,461 Miles	1	EA	Parks and Recreation	Vehicle/Large Equipment	Auction		VIN: 1GC2KVC08Z297701

22	2012 Ford F-150 2WD 2-Door; Approximately 107,917 Miles	1	EA	Utility Billing	Vehicle/Large Equipment	Auction		Asset ID: 3540-11 VIN: 1FTMF1CM5CFB36629
23	2012 Ford F-150 2WD 2-Door; Approximately 119,205 Miles	1	EA	Utility Billing	Vehicle/Large Equipment	Auction		Asset ID: 3540-12 VIN: 1FTMF1CM1CFB36630
24	2012 Ford F-150 2WD 2-Door; Approximately 91,074 Miles	1	EA	Utility Billing	Vehicle/Large Equipment	Auction		Asset ID: 3540-13 VIN: 1FTMF1CM3CFB36631
25	2013 Chevrolet Silverado 1500 4WD 2-Door; Approximately 108,443 Miles	1	EA	Utility Billing	Vehicle/Large Equipment	Auction		Asset ID: 3540-14 VIN: 1GCMKPE01DZ321306
26	2015 Dodge Ram 1500 4WD 2-Door; Approximately 93,255 Miles	1	EA	Utility Billing	Vehicle/Large Equipment	Auction		Asset ID: 3540-16 VIN: 3C6JR7ATXFG626470
27	2012 Dodge Ram 1500 2WD; Approximately 88,779 Miles	1	EA	Electric	Vehicle/Large Equipment	Auction		Asset ID: 3010-52 VIN: 166RD7KP4C5231577
28	2008 Ford F-250 4WD; Approximately 69,605 Miles	1	EA	Electric	Vehicle/Large Equipment	Auction		Asset ID: 3010-34 VIN: 166RD7KP4C5231578
29	2006 Ford F-350; Approximately 75,261 Miles	1	EA	Police	Vehicle/Large Equipment	Auction		VIN: 1FDWF37Y96ED67265
30	Café style tables - outdoor (woodgrain color top w silver base) Qty: 7	1	Lot	Library	Outdoor Furniture	Auction		
31	Café style chairs - outdoor metal (green) Qty: 37	1	Lot	Library	Outdoor Furniture	Auction		
32	Lounge chairs - outdoor metal (large - yellow) Qty: 6	1	Lot	Library	Outdoor Furniture	Auction		
33	Lounge chairs - outdoor metal (small - yellow) Qty: 2	1	Lot	Library	Outdoor Furniture	Auction		
34	Ottoman/side table - outdoor metal (yellow) Qty: 3	1	Lot	Library	Outdoor Furniture	Auction		
35	Bench - outdoor metal (blue) Qty: 3	1	Lot	Library	Outdoor Furniture	Auction		
36	Dell monitors (bundle) Qty: 3	1	Lot	Library	Electronics	Auction		
37	Dell All-in-One computer (2023)	1	EA	Library	Electronics	Auction		
38	Projectors w lamps (Hitachi and Sanyo) (bundle) Qty: 2	1	Lot	Library	Electronics	Auction		
39	Teleconference camera	1	EA	Library	Electronics	Auction		
40	Dell printer (black & white)	1	EA	Library	Electronics	Auction		



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)

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

Title, Recommendation & Justification

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

Fund(s) Impacted

(check all that apply)

General Fund

Utility Fund

Street Fund

Other(s): _____

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

EXHIBIT "B"

**AFFIDAVIT FOR DISPOSAL OF PROPERTY BY LANDFILL OF THE
BENTONVILLE ADMINISTRATION DEPARTMENT WHICH HAS BEEN DEEMED
OBSOLETE AND SURPLUS**

I, Lisa Babington, Mayor's Assistant of the Bentonville Administration Department, do hereby
certify that the following property of the Bentonville Administration Department has become
obsolete, is surplus and no longer used by the City, and it is now appropriate to dispose of in the
landfill, rendering worthless by damage or prolonged use as specified under Ark. Code Ann. § 14-54-
302(e)(2). I hereby certify that I will be responsible for overseeing that the property is properly
disposed of in the landfill. The records listed in exhibit "A" contain a description of the property to
be disposed of by landfill.

1. Round Wooden Bar Height Table 54" Diameter x 36" Tall
2. Lot of Bar Height Chairs (Qty 4) 23" to Seat
3. Lot of Stackable Conference Chairs (Qty 4) 19" to Seat

Name

Date: 11-3-2025

Notary Public

Date: 11/3/2025

Commission Expires: 5/24/2026

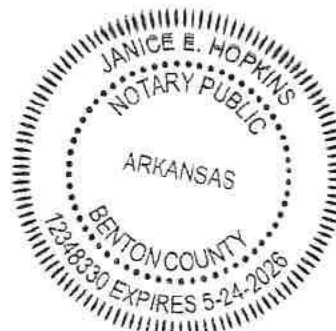


EXHIBIT "B"

**AFFIDAVIT FOR DISPOSAL OF PROPERTY BY LANDFILL OF THE
BENTONVILLE PUBLIC LIBRARY WHICH HAS BEEN DEEMED OBSOLETE AND
SURPLUS**

I, Hadi Dudley, Library Director of the Bentonville Public Library, do hereby certify that the following property of the Bentonville Public Library has become obsolete, is surplus and no longer used by the City, and it is now appropriate to dispose of in the landfill, rendering worthless by damage or prolonged use as specified under Ark. Code Ann. § 14-54-302(e)(2). I hereby certify that I will be responsible for overseeing that the property is properly disposed of in the landfill. The records listed in exhibit "A" contain a description of the property to be disposed of by landfill.

1. Signage bundle: wall mounted holders + hanging signs
2. Display bundle: Vizio 24" flat screen, bracket, mounts + Dell monitor
3. Office furniture bundle: under-desk storage, cabinet, stools & tables
4. Fabric on rolls

Name

Date:

11/3/2025

Notary Public

Date:

11/3/2025

Commission Expires:

5/24/2026



RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING CERTAIN CITY DEPARTMENTS TO
DISPOSE OF PROPERTY, RENDERED WORTHLESS BY DAMAGE OR
PROLONGED, IN THE LANDFILL OR BY OTHER AVAILABLE MEANS;
AND FOR OTHER PURPOSES.**

WHEREAS, the City Council of the City of Bentonville has determined that the items identified in Exhibit “A” have been rendered worthless by damage or prolonged;

WHEREAS, the items in Exhibit “A” first went to public auction but did not sell;

WHEREAS, upon being approved as such, these items will be disposed of in the landfill or other available means; and

WHEREAS, this Resolution is in accordance with Ark. Code Ann. § 14-54-302.

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

Section 1: The City of Bentonville declares that the items contained in the attached Exhibit “A” have been rendered worthless by damage or prolonged use and will be disposed of in the landfill or through other available means;

Section 2: A record of all items that are disposed of shall be maintained;

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

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2025.

APPROVED:

Stephanie Orman, MAYOR

ATTEST:

Malorie Marrs, CITY CLERK

Line Number	Item Description	Qty	UOM	Department 1	General Category	Action	Transferring To	Asset ID, S/N, VIN (if any)
1	Lot of Display bundle: Vizio 24" flat screen, bracket, mounts + Dell monitor	1	Lot	Library	Technology	Dispose		
2	Lot of Fabric on rolls	1	Lot	Library		Dispose		
3	Lot of Office furniture bundle: under-desk storage, cabinet, stools & tables	1	Lot	Library	Furniture	Dispose		
4	Lot of Signage bundle: wall mounted holders + hanging signs	1	Lot	Library	Furniture	Dispose		
5	Lot of Misc scanners, keyboards, adapters	1	Lot	Library	Technology	Dispose		
6	Lot of Stackable Conference Chairs (Qty 4) 19" to Seat	1	Lot	Administration	Furniture	Dispose		
7	Round Wooden Bar Height Table 54" Diameter x 36" Tall	1	EA	Administration	Furniture	Dispose		
8	Lot of Bar Height Chairs (Qty 4) 23" to Seat	1	Lot	Administration	Furniture	Dispose		



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)

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

Title, Recommendation & Justification

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

Fund(s) Impacted

(check all that apply)

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

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

www.bentonvillear.com

Please Recycle!

Page 52 of 142

EXHIBIT "B"

**AFFIDAVIT FOR DISPOSAL OF PROPERTY BY TRANSFER OF THE
BENTONVILLE FIRE DEPARTMENT WHICH HAS BEEN DEEMED OBSOLETE
AND SURPLUS**

I, Marcus Williams, Deputy Chief of the Bentonville Fire Department, do hereby certify that the following property of the Bentonville Fire Department has become obsolete, is surplus and no longer used by the City, and it is now appropriate to dispose of by transfer, rendering worthless by damage or prolonged use as specified under Ark. Code Ann. § 14-54-302(e)(1). I hereby certify that I will be responsible for overseeing that the property is properly disposed of by transfer. The records listed in exhibit "A" contain a description of the property to be disposed of by transfer.

[Redacted Signature]

MARCUS WILLIAMS
Name

Date: 11/5/25

[Redacted Signature]

Notary Public

Date: 11/5/2025

Commission Expires: 5/24/2026



RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING CERTAIN CITY DEPARTMENTS TO
DISPOSE OF OBSOLETE PROPERTY NO LONGER USED BY THE CITY
THROUGH TRANSFER TO ANOTHER GOVERNMENTAL ENTITY OR
OTHER AVAILABLE MEANS; AND FOR OTHER PURPOSES.**

WHEREAS, the City Council of the City of Bentonville has determined that the items identified in Exhibit “A” have become obsolete and are no longer used by the City;

WHEREAS, upon being approved and declared as surplus, these items will be transferred to the Morrilton Fire Department and the Benton County Fire Protection Association; and

WHEREAS, this Resolution is in accordance with Ark. Code Ann. § 14-54-302.

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

Section 1: The City of Bentonville may dispose of the items contained in attached Exhibit “A” through transfer to another governmental entity;

Section 2: A record of all items that are disposed of shall be maintained;

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

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2025.

APPROVED:

Stephanie Orman, MAYOR

ATTEST:

Malorie Marrs, CITY CLERK

Line Number	Item Description	Qty	UOM	Department 1	General Category	Action	Transferring To	Asset ID, S/N, VIN (if any)
1	Lot of 20 SCBA's	1	Lot	Fire	Equipment	Transfer	Morrilton Fire Department	See attached
2	Lot of 49 SCBA's	1	Lot	Fire	Equipment	Transfer	Benton County Fire Protection Association	See attached

Lot of 20 SCBA's to be transferred to Morrilton Fire Department		
Obsolete breathing packs for Bentonville FD Does not meet new requirements		
1/29/2019	Scott	115S1905006474
2/14/2019	Scott	115S1907020282
2/13/2017	Scott	115S1707001947
8/2/2018	Scott	115S1831014800
6/9/2016	Scott	115S1623019935
6/9/2016	Scott	115S1623019939
8/9/2018	Scott	115S1832015651
6/9/2016	Scott	115S1623019936
2/14/2019	Scott	115S1907019583
2/13/2017	Scott	115S1707000237
2/13/2017	Scott	115S1707001944
10/12/2012	Scott	115S1241012390
10/22/2012	Scott	115S1243000355
12/12/2012	Scott	115S1241012391
10/22/2012	Scott	115S1243000345
10/22/2012	Scott	115S1243000326
10/22/2012	Scott	115S1243000324
5/9/2008	Scott	115S0819005663
10/22/2012	Scott	115S1243000340
10/12/2012	Scott	115S1241012395

Lot of 49 SCBA's to be transferred to Benton County Fire Protection		
Obsolete breathing packs for Bentonville FD Does not meet new requirements		
10/12/2012	Scott	115S1241012390
10/22/2012	Scott	115S1243000352
10/17/2012	Scott	115S1242008940
10/22/2022	Scott	115S1243000351
10/22/2022	Scott	115S1243000322
10/12/2022	Scott	115S1241012387
5/13/2008	Scott	115S0820001555
4/28/2014	Scott	115S1418002745
10/22/2012	Scott	115S1243000355
10/12/2012	Scott	115S1241012395
10/12/2012	Scott	115S1241012394
10/17/2012	Scott	115S1242008934
10/18/2012	Scott	115S1242012825
4/28/2014	Scott	115S1418002744
10/22/2012	Scott	115S1243000357
10/19/2012	Scott	115S1242016487
10/12/2012	Scott	115S1241012385
10/12/2012	Scott	115S1241012391

10/22/2012	Scott	115S1243000340
10/22/2012	Scott	115S1243000345
12/4/2013	Scott	115S1349009122
10/22/2012	Scott	115S1243000326
4/28/2014	Scott	115S1418002747
10/22/2012	Scott	115S1243000356
7/2/2012	Scott	115S1227000190
10/22/2012	Scott	115S1243000324
10/12/2012	Scott	115S1241012396
10/12/2012	Scott	115S1241012388
10/17/2012	Scott	115S1242008941
5/9/2008	Scott	115S0819005646
5/9/2008	Scott	115S0819005663
10/22/2012	Scott	115S1243000350
5/9/2008	Scott	115S0819005622
10/22/2012	Scott	115S1243000??3
5/13/2008	Scott	115S0820001552
10/4/2012	Scott	115S1240010361
10/17/2012	Scott	115S1242008938
10/12/2012	Scott	115S1241012389
5/9/2008	Scott	115S0819005621
10/12/2012	Scott	115S1241012393
4/28/2014	Scott	115S1418002750
10/22/2012	Scott	115S1243000354
10/22/2012	Scott	115S1243000325
5/9/2008	Scott	115S0819005641
5/13/2008	Scott	115S0820001556
5/13/2008	Scott	115S0820001554
10/12/2012	Scott	115S1241012392
10/17/2012	Scott	115S1242008939
10/17/2012	Scott	115S1242008937



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)

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

Title, Recommendation & Justification

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

Fund(s) Impacted

(check all that apply)

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

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

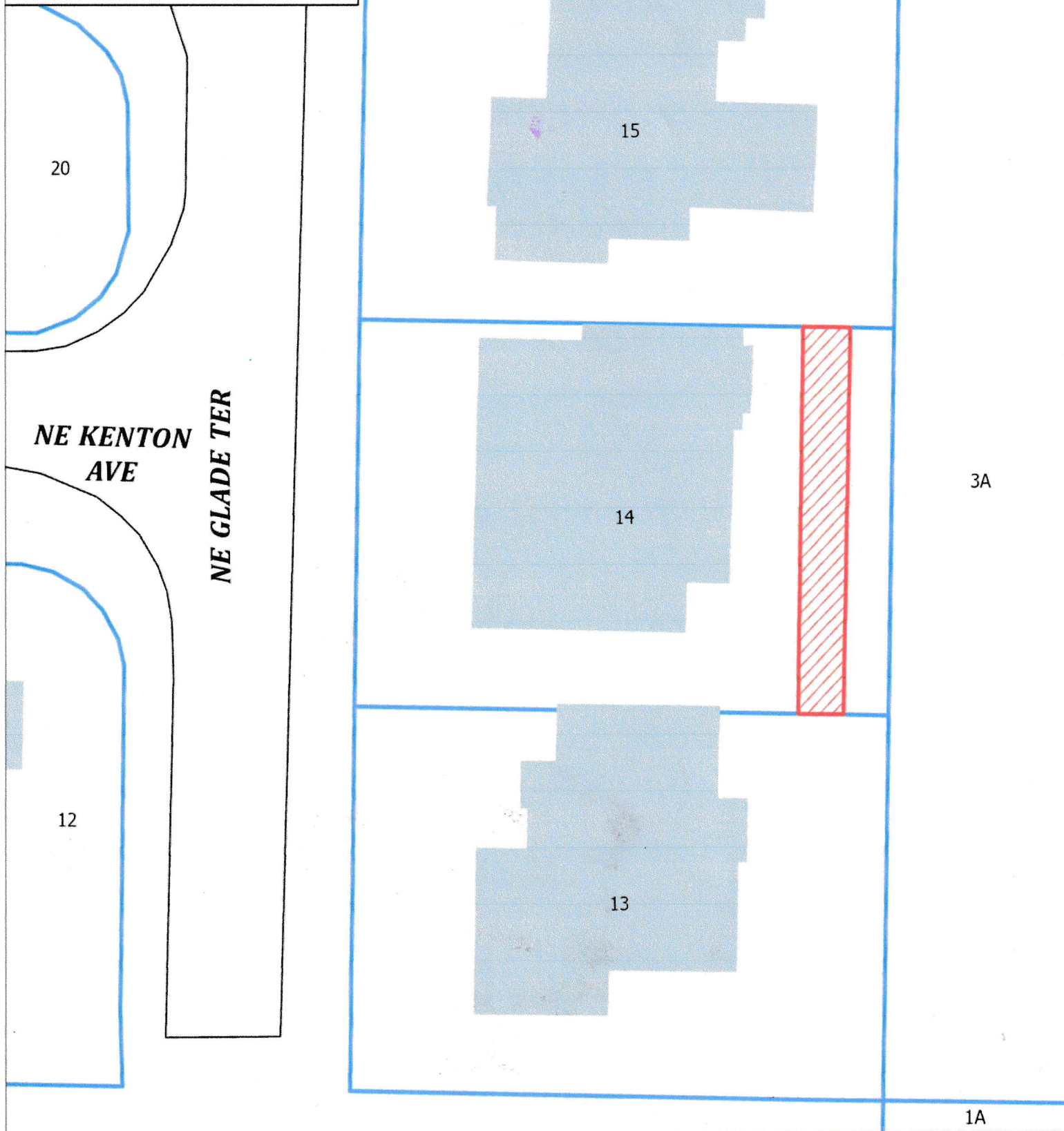
City Hall

305 SW A Street Bentonville, AR 72712

TYPE



**Easement
Vacation**



**1602 NE Glade Ter
Easement Vacation**



RESOLUTION NO. _____

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

WHEREAS, a petition was duly filed with the City Council of Bentonville, Arkansas by Joseph Baran requesting a utility easement vacation (VAC25-0029) within the City of Bentonville, Arkansas be vacated, which said utility easement is described as follows:

The East 10' of a 20' Utility Easement on the East side of Lot 14 Kensington Subdivision Phase 3 as shown on Plat Record Book 2005 Page 596 and file for record at the Benton County Clerk's Office, Benton County, Arkansas.

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

NOW, THEREFORE, BE IT RESOLVED, by the City of Bentonville, Arkansas, that the petition to close the above described utility easement is set for a hearing November 25, 2025 at 6:00 p.m. in the City Council Room of the City of Bentonville, Arkansas, and the Bentonville City Clerk and Recorder is directed to give notice of this meeting by publication as set forth by Ark. Code Ann. Section 14-301-302(c).

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

Malorie Marrs, City Clerk
Bentonville, Arkansas

Stephanie Orman, Mayor
City of Bentonville, Arkansas



City of Bentonville, Arkansas Agenda Item Form

Item Details

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

Item Type (Check all that apply)

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

Title, Recommendation & Justification

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

Fund(s) Impacted

(check all that apply)

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

Budget Impact Notes for Consideration (Optional):

CITY OF BENTONVILLE
TRANSPORTATION DIVISION - ENGINEERING
CONTRACT AMENDMENT

PROJECT NAME: Tiger Blvd Overpass
CLIENT PROJECT NUMBER: PIIP22-0026
VOLKERT PROJECT NUMBER: 1111100

AMENDMENT NUMBER: 1
DATE OF CONTRACT: 7/15/2021
ENGINEERING CONSULTANT: Volkert, Inc.

DESCRIPTION OF CHANGE:

The City has requested the consultant to provide a revised roadway design that was not part of the original scope. The revision will add a designated right turn lane from Fellowship Bible Church's southern drive to the roundabout at McCollum and Tiger.

Task 4: Preliminary Design 60% Plans \$50,000.00

NET CHANGE TOTAL: \$50,000.00

REASONS FOR CHANGE:

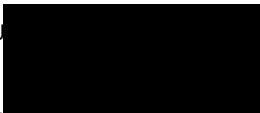
Engineering fee for redesign of McCollum north of Tiger Blvd, roundabout modification, drainage, utility adjustments, additional survey outside of the original project limits, and modifications to right-of-way and easement documents to accommodate changes.

ADJUSTMENT TO CONTRACT TIME AND AMOUNT

ORIGINAL CONTRACT AMOUNT: \$1,552,200.00
CURRENT CONTRACT AMOUNT: \$1,552,200.00
NET CHANGE THIS CONTRACT AMENDMENT: \$50,000.00
REVISED CONTRACT AMOUNT: \$1,602,200.00

ORIGINAL CONTRACT DATE: July 15, 2021

REVISED COMPLETION DATE: August 3, 2026

CONSULTANT: 
10/13/2025
VICE PRESIDENT, VOLKERT INC. DATE

APPROVED BY:

CITY ENGINEER DATE

SUBMITTED BY:

PROJECT ENGINEER DATE

APPROVED BY:

TRANSPORTATION DIRECTOR DATE

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND THE CITY CLERK
TO AMEND THE CONTRACT WITH VOLKERT, INC. FOR THE TIGER
BOULEVARD OVERPASS PROJECT IN AN AMOUNT NOT TO EXCEED
FIFTY-THOUSAND DOLLARS (\$50,000.00); AND FOR OTHER PURPOSES.**

WHEREAS, this amendment is for design revisions to add a designated right turn lane from Fellowship Bible Church's southern drive to the roundabout at McCollum and Tiger Boulevard; and

WHEREAS, this project is funded with Street bond funds; therefore, 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 hereby authorized to enter into Amendment #1 to Volkert Inc.'s contract for the Tiger Boulevard Overpass project in an amount not to exceed Fifty-Thousand Dollars (\$50,000.00).

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

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

PASSED and APPROVED this _____ day of _____, 2025.

APPROVED:

STEPHANIE ORMAN, Mayor

ATTEST:

MALORIE MARRS, City Clerk



City of Bentonville, Arkansas Agenda Item Form

Item Details

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

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	
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
Account Number (ORG-OBJECT)	Account Description	\$	\$
Account Number (ORG-OBJECT)	Account Description	\$	\$
Account Number (ORG-OBJECT)	Account Description	\$	\$
Account Number (ORG-OBJECT)	Account Description	\$	\$

Fund(s) Impacted

(check all that apply)

General Fund

Utility Fund

Street Fund

Other(s): _____

Budget Impact Notes for Consideration (Optional):

Memo



To: City Council Members and Mayor Orman
From: Josh Stacey, Parks and Recreation Deputy Director
CC: David Wright, Parks and Recreation Director
Date: October 29, 2025
Re: Accepting a grant from the Walton Family Foundation for the Elm Tree Road Sidepath.

Parks and Recreation staff request City Council approval of a resolution authorizing the Mayor and City Clerk to accept a grant from the Walton Family Foundation, in the amount of \$2,259,641, for the construction of the Elm Tree Road Sidepath.

The Elm Tree Road Sidepath will create a new 10-foot-wide paved trail extending approximately 1.3 miles from SW 14th Street to NW 3rd Street. This connection will link thousands of nearby homes to Elm Tree Elementary School, Ardis Ann Middle School, Merchants Park, and eventually to the Coler Mountain Bike Preserve.

City Council approved \$1,000,000 for this project in the 2025 Parks and Recreation Capital Budget. With an additional \$2,259,641 in funding, we anticipate being able to construct the full project once bids are received. The project is scheduled to be advertised for bids in November, with a bid award expected in December.

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

Attachments:
Grant Agreement

WALTON FAMILY
F O U N D A T I O N



October 07, 2025

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

RE: Grant 00112827

Dear Mayor Orman,

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 \$2,259,641.00 to support construction of the Elm Tree Road Sidepath, a 1.3 mile 10-ft sidepath on Elm Tree Road from 14th Street/102 north to NW 3rd Street, passing directly by Elm Tree Elementary and Ardis Ann Middle School. 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

October 07, 2025

Grant 00112827

The Walton Family Foundation, Inc. ("Foundation") has approved a grant in the amount of up to \$2,259,641.00 to City of Bentonville ("Grantee" or "City"). The project term will be September 24, 2025 to May 31, 2028. This grant is subject to the following terms and conditions:

1. **Purpose:** The purpose of the grant is to support construction of the Elm Tree Road Sidepath, a 1.3 mile 10-ft sidepath on Elm Tree Road from 14th Street/102 north to NW 3rd Street, passing directly by Elm Tree Elementary and Ardis Ann Middle School 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.

2. **Amount: Up to \$2,259,641.00 USD**

Grant payments will be made as follows:

Installment	Amount	Requirement	Date
1	\$1,000,000.00	Signed Grant Agreement	October 2025
2	Up to \$1,259,641.00	Approval of documentation of bid documents	On or around January 23, 2026

3. **Payable:** The initial installment of \$1,000,000.00 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 to include bid documents	January 23, 2026
Progress Report	June 30, 2026
Progress Report	June 30, 2027
Final Report	May 31, 2028

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 00112827 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:
- 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.
 - In no event will Grantee use any grant funds:
 - to carry on propaganda, or otherwise to attempt, to influence legislation; or
 - to influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive; or
 - to undertake any activity other than for a charitable, educational or other exempt purpose specified in section 170(c)(2)(B) of the Code.
 - Grantee will comply with all applicable laws and regulations.
 - Grantee does not support, directly or indirectly, terrorist activities or violence of any kind, and takes reasonable steps to ensure that:
 - Grantee's board, staff and volunteers have no dealings with, and do not support, terrorist activities or violence of any kind, and
 - 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 00112827 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 October 21, 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 construction of the Elm Tree Road Sidepath, a 1.3 mile 10-ft sidepath on Elm Tree Road from 14th Street/102 north to NW 3rd Street, passing directly by Elm Tree Elementary and Ardis Ann Middle School.

The route provides access to thousands of residents, including students and employees of nearby employment destinations, to a safe bikeway network. This trail will provide safe pedestrian and cycling access to Elm Tree Elementary School, Ardis Ann Middle School, and Merchants Baseball Park. This project also provides improved access to Gateway Park and the cycling path on 8th Street connecting to Downtown Bentonville, Thaden School, and more.

Performance Measures

Goal: To construct the Elm Tree Sidepath Trail connecting residents to Elm Tree Elementary and Ardis Ann Middle School.

Outputs And Outcomes

Category	Who will do what and how much?	By when?	Measured or evaluated by?
Output	In partnership with the grantee, a qualified consultant will construct 1.3 miles of separated 10-ft sidepath and all designed elements of the trail.	03/31/2027	Walk-through of completed project.
Output	The grantee will install electronic counters to establish a baseline number of users for the Elm Tree Trail once constructed.	06/30/2027	List of installed counter locations and copy of monthly usage reports.
Output	City of Bentonville will promote the new neighborhood connections with targeted communications (mailers and/or door hangers) to residents in adjacent neighborhoods and at least three social media posts to the broader community.	07/31/2027	List of neighborhoods and number of homes that received targeted communications. Link to social media posts.
Outcome	The number of students who walk or bike to Elm Tree Elementary and Ardis Ann Middle School will increase post-construction.	05/31/2028	Bentonville School District annual survey data.
Outcome	Average monthly usage on the newly constructed Elm Tree Road Sidepath will exceed the current usage on the existing sidewalk as measured by electronic trail counters. Baseline information will be collected pre-construction.	05/31/2028	Electronic trail counter data.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ACCEPT A GRANT FROM THE WALTON FAMILY FOUNDATION, IN THE AMOUNT OF TWO MILLION TWO HUNDRED FIFTY-NINE THOUSAND SIX HUNDRED FORTY-ONE DOLLARS (\$2,259,641.00), FOR THE CONSTRUCTION OF THE ELM TREE ROAD SIDE PATH; 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 two million two hundred fifty-nine thousand six hundred forty-one dollars (\$2,259,641.00);

WHEREAS, this grant will fund construction costs for the Elm Tree Road side path 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 two million two hundred fifty-nine thousand six hundred forty-one dollars (\$2,259,641.00), to fund construction for the Elm Tree Road side path project;

Section 2: The 2025 Budget is hereby adjusted to recognize two million two hundred fifty-nine thousand six hundred forty-one dollars (\$2,259,641.00) 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)

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

Title, Recommendation & Justification

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

Fund(s) Impacted

(check all that apply)

General Fund

Utility Fund

Street Fund

Other(s): _____

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

Memo



To: City Council Members and Mayor Orman
From: Josh Stacey, Parks and Recreation Deputy Director
CC: David Wright, Parks and Recreation Director
Date: October 29, 2025
Re: Resolution to Amend a Contract with CEI for Bright Road Trail Construction Administration.

Parks and Recreation staff request City Council approval of a resolution authorizing the Mayor and City Clerk to execute an amended agreement with CEI in the amount of \$14,500 for additional construction administration services related to the Bright Road Trail project. No budget adjustment is required.

In May of 2025, an EWA was approved by City Council for continued CACO services by CEI for the Bright Road Trail. At this time, we thought the project would be completed in the next 90 days. Unfortunately, continued delays with the relocation of an AT&T line and unforeseen conditions at the intersection of Bright Road and Regional Airport have led to the need to extend the project. As a result, CEI requires additional funding to continue providing construction observation and administrative support through project completion.

All of the above issues have been resolved, and work has continued to complete the project. Substantial completion of the trail is anticipated by December 2025.

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

Attachments:

Original CEI Agreement

Amended CEI Contract Agreement I & II



3108 SW Regency Parkway
Bentonville, AR 72712 / (479) 273-9472
CEI Contact: Carter Smith – cartersmith@ceieng.com

City of Bentonville
Bright Road Construction Services
Bentonville, Arkansas
Proposal for Engineering Services
11/22/23

I. PROJECT DESCRIPTION

We appreciate the opportunity to submit this proposal for the Bright Road Sidepath Construction Administration and Observation. This approximately ±5,300 linear feet of 10' concrete sidepath will be located on the East side of SW Bright Road and will replace existing sidewalks along its route. The north end of the sidepath will connect to a future SW Bright Road trail on the north side of SW Regional Airport Road. It will travel south to SW Edinburgh Ave where it will connect to the existing sidepath on the south side of SW Edinburgh Ave. Two crossings from the neighborhood to the east at SW Mesquite Ave and SW Farrington Ave will be included in the design.

II. SCOPE OF BASIC SERVICES

A. Construction Administration / Construction Observation

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

Construction staking and as-built surveys are not included in this proposal, but those services are available to the Owner or Contractor upon request as an additional service.

The Fee below also includes As-Built survey for delivery to the City and DOT upon final completion.

Construction Administration fees are charged only for services related to contractor support, such as responses to Requests for Information (RFIs) or coordination of services such as testing or municipal inspections, services or revisions as requested by Client, or as required for jurisdictional acceptance. Fee estimate above is based on an assumed construction duration of 5 months, or 19 5-day weeks and includes 150 hours of Project Manager, 40 hours of Project Engineer, 192 hours of Construction Observer (assumed 2hr per working day), and miscellaneous administration expenses. Should requested Construction Administration services exceed estimated fees, such additional services shall be invoiced at the standard hourly rates as detailed in Section VI below. Reimbursable expenses are excluded from the fee quoted above. Expenses associated with this phase of services are estimated to be \$200 to be invoiced in accordance with Section VI below.

Fees, hourly not to exceed	\$ 80,000.00
Total Fees	\$ 80,000.00

III. **RESPONSIBILITY OF CLIENT**

Client shall provide to CEI, the following items:

A. Retainer

No retainer is required for this project. A credit limit has been established for Client on this specific project and timely payments are required in order to avoid a cessation of work. Payment for services shall not be dependent on receipt of reimbursement from other parties.

B. Project Documents

Client shall provide the following:

1. None

C. Lien Releases

If the Client requests lien releases, the Client shall be responsible for the administrative costs, associated with processing lien releases at a rate of \$100.00 per release.

D. Engineer's Consent to Assign Documents

If the Client or the Client's financial institution requests an Engineer's Consent to Assign Document (or similar), the Client shall be responsible for the administrative costs associated with the processing and the added risk to CEI or the inability to control such risk imposed by non-contractual financial entity's consignment documentation, at a cost of \$1,000.00 per consent document. Execution of this agreement does not limit CEI's right to negotiate an assignment that is fair and reasonable for itself and the Client, nor does it guarantee agreement to all assignment terms.

IV. **SERVICES NOT INCLUDED / ADDITIONAL SERVICES**

In addition to the services described above, CEI is capable and available to provide the following services on an "as requested" basis. An Extra Work Authorization (EWA) form or contract amendment will be issued for any services outside the scope of this proposal. All EWA's or contract amendments will be approved and signed by the Client identified herein prior to beginning work. All additional services will be performed on an hourly basis per the current Schedule of Charges.

- Feasibility study, including physical, political, and/or financial opportunities or constraints
- Contract management and coordination of subconsultants including, but not limited to, the following services:
 - Geotechnical investigation/report
 - Environmental studies/report (e.g. Phase I & II ESAs)
 - Traffic study/report
 - Water flow test/distribution report
 - Historical and archeological studies
 - Ecological studies (e.g. wetland and threatened & endangered species)
- Preparation of perspectives, renderings, and models
- Attendance/presentation at public meetings (e.g. Planning Commission, City Council, Zoning Board of Appeals, Board of Adjustments, etc.)
- Preparation/presentation of conditional or special use permit applications
- Obtaining new or updated title policies
- Platting/replatting
- Preparation of easement and right of way documents, including new and vacations/abandonments
- Preparation of covenant and development agreements
- Preparation of a drainage study/report
- Design and plan preparation for major stormwater drainage improvements or relocations (e.g. box culverts, large ditches, and storm sewers greater than 4-foot in diameter)
- Preparations of flood studies, elevation certificates, FEMA or Corp of Engineer applications or permits
- Preparation of documentation, applications or permits for stormwater pollution prevention plans, NOIs, etc.
- Design and plan preparation for offsite utility extensions other than those immediately adjacent to the project site

- Design and plan preparation for offsite street improvements, such as road widenings, acceleration/deceleration lanes, and medians (*design/plans for both curb cuts and municipal sidewalks along the site frontage will be included in the basic services for design projects*)
- Preparation of retaining wall design/plans
- Photometric design/preparation of site lighting plans
- Preparation of opinions of probable construction costs (OPCs)
- Bidding assistance and construction contract negotiations
- Construction contract administration, management, and observation services (e.g. reviewing contractor requests for payment, answering RFI's, reviewing shop submittals, etc.)
- Construction staking
- As-built survey/preparation of final record drawings

Boundary Issues

Boundary determinations often disclose unseen or unknown conflicts between record documents and/or the location of physical improvements. Thus, in the process of conducting the research, field work, and/or analysis, if the surveyor identifies a possible boundary or title conflict, a sketch showing the revealed conditions will be prepared and a meeting with the client and affected neighbors (if desired) will be scheduled. Following the meeting, if the client wishes to engage the surveyor to assist in pursuing resolution of the problem as a consultant, expert and/or formal or informal mediator, the contract will be modified accordingly. Otherwise the client will be invoiced only for the time expended to that point, and work on the survey will be suspended until or unless the client is able to resolve the issue by agreement or litigation, at which time a subsequent contract may be executed to complete the survey pursuant to that agreement or litigation.

V. SCHEDULE OF CHARGES

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

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

ARKANSAS (04-01-23)

Officer / Branch Manager	\$ 235.00
Department Manager	\$ 205.00
Client Sector Leader	\$ 195.00
Senior Project Manager	\$ 195.00
Program Manager	\$ 185.00
Project Manager	\$ 175.00
Assistant Project Manager	\$ 140.00
Senior Project Engineer	\$ 185.00
Project Engineer	\$ 165.00
Assistant Project Engineer	\$ 135.00
Civil Designer	\$ 125.00
Registered Landscape Architect	\$ 160.00
Lead Landscape Designer	\$ 130.00
Landscape Designer	\$ 125.00
Registered Land Surveyor	\$ 165.00
Assistant Project Surveyor	\$ 130.00
Survey Project Manager	\$ 160.00
Assistant Survey Project Manager	\$ 130.00
Sr. Survey Party Chief	\$ 115.00
Survey Party Chief	\$ 95.00
Survey Technician	\$ 105.00
Field Specialist	\$ 85.00
Senior Project Designer	\$ 150.00
Project Designer	\$ 130.00
CAD Designer	\$ 105.00
CAD Technician	\$ 90.00

Construction Observer	\$ 110.00
Land Acquisition Agent	\$ 130.00
Project Coordinator	\$ 120.00
Program Assistant	\$ 90.00
Administrative Assistant	\$ 75.00

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

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

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

REVENUE RECOGNITION

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

VI. CREDIT POLICY

Terms will be given only to clients with approved credit. Invoices will be rendered monthly, either as final or progress billing. CEI payment terms are net 30 days. Invoices past 30 days due will be subject to a monthly service charge, which will be assessed in compliance with state usury laws. Should the account be placed for collection with an outside collector, the cost of such collections will be added to the principal amount owed. CEI may stop work on any account that is 60 days delinquent. In the event that CEI elects to stop work as provided herein, Client will be assessed a resumption of work charge equal to 20% of the total contract amount. Said resumption of work charge and all outstanding invoices must be paid in full by Client prior to the resumption of work on the project. Client agrees that the balance as stated on the invoice from CEI to Client is correct, conclusive, and binding on the Client unless Client within thirty (30) days from the date of the receipt of the invoice notifies CEI in writing of the particular item that is alleged to be incorrect.

VII. STANDARD TERMS AND CONDITIONS

STANDARD OF PRACTICE

Services performed by CEI under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by similar professionals currently practicing in the same locale under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise. All other common law warranties are hereby expressly disclaimed.

Client agrees that payment of all CEI invoices under this Agreement is for services rendered on behalf of Client and payment is not conditioned on (1) the receipt of any municipal or governmental approvals, authorizations, permits, or licenses or any type; (2) the availability of any Utility services; or (3) payment to Client by any third party.

OWNERSHIP OF DOCUMENTS

All documents including drawings and specifications prepared or furnished by CEI pursuant to this Agreement are instruments of service in respect to the project and CEI shall retain an ownership and property interest therein whether or not the project is completed. Client may make and retain

copies for information and reference in connection with the use and occupancy of the project by Client or others.

RE-USE OF DOCUMENTS

Copies of all reports, drawings, specifications, field data, field notes, laboratory test data, calculations, estimates, and other documents provided to Client as instruments of service are for use on the project specifically described in this Agreement. Any re-use of these by the Client for any other project or extension of this project, without the express, written authorization, verification, or adaptation by CEI, will be at Client's sole risk and without liability or legal exposure to CEI or CEI's independent professional associates or consultants, and Client shall indemnify, hold harmless and defend CEI and CEI's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom.

INSURANCE

CEI maintains the following insurances:

Worker's compensation of a form and in an amount as required by law and employer's liability insurance of \$1,000,000.

Comprehensive general liability with limits of \$4,000,000 (\$2,000,000 per occurrence), and automotive liability insurance with limits of \$1,000,000 combined single limit.

Excess liability umbrella insurance of \$5,000,000.

Professional liability insurance with a limit of \$2,000,000, per claim/annual aggregate.

Upon written request of Client, CEI will provide additional insurance, if available; including increased coverage and/or limits, and the Client shall pay CEI an agreed amount for the increased coverage.

LIMITATION OF LIABILITY

The Client hereby agrees that, to the fullest extent permitted by law, CEI's total liability to Client for any and all injuries, claims, losses, expenses, or damages whatsoever arising including but not limited to CEI's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty shall not exceed the total sum paid on behalf of or to CEI by CEI's insurance policies applicable thereto and CEI's deductible amounts (excluding fees, costs & expenses of investigation, claim adjustment, defense, and appeal).

Any service deleted from this offer by the Client will become the responsibility of the Client. If this proposal was written without the benefit of an on-site investigation, changes in the scope may be necessary. CEI shall be held harmless in the event that any unseen condition adversely affects the design or intended use of the property in any way.

WAIVER OF CONSEQUENTIAL DAMAGES

Client hereby irrevocably and unconditionally waives, to the maximum extent allowed by law, any right to claim or recover any special, exemplary, indirect or consequential damage in any legal action or proceeding in respect of this contract unless otherwise stipulated herein.

DISPUTE RESOLUTION

Client and CEI agree to attempt to settle all claims, disputes or controversies arising out of, or in relation to the interpretation, application or enforcement of this Agreement by direct discussions; however, absent resolution by direct discussions, they agree to attempt to settle disputes by formal mediation according to the Construction Industry Mediation Rules of the American Arbitration Association.

Client and CEI waive consequential damages for claims, disputes, or other matters in question arising out of or related to this agreement. This mutual waiver is applicable, without limitations, to all consequential damages due to either party's termination of this agreement, except for any licensing or use fees charged to Client by CEI for continued use of CEI's instruments of service upon termination of this agreement.

SEVERABILITY

Any element of this Agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force. However, the Client and CEI will in good faith attempt to replace an invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing or achieving the intent of the original provision.

PROJECT PUBLICITY AND RECOGNITION

During development construction, or upon completion of the project, CEI's name will be included on any public recognition / project identification display indicating design team, owners, and / or financiers. CEI shall be allowed to place or hang a temporary banner on the site during construction of the project.

LIEN RIGHTS

Client agrees that CEI shall have a lien upon real property constituting the project site for all unpaid sums due pursuant to this agreement or any addendum hereto, and that CEI is authorized to perfect a lien, enforce the lien, and foreclose the lien in the manner prescribed under local statutes for the perfection, enforcement and foreclosure of a mechanic and material man's lien upon real property.

AMENDMENTS

The duties, responsibilities, and limitation of authority of the Client or CEI shall not be made or extended without a written, executed agreement between CEI Engineering Associates, Inc and the Client.

PROJECT DELAY

Client acknowledges that in the event this project is delayed or put on hold for more than 60 days, after authorization to proceed, Client acknowledges that a resumption fee may be necessary based on the progress of the project prior to the hold and the timing associated with the hold. Client and CEI agree to negotiate a reasonable resumption fee prior to resumption.

SUCCESSORS AND ASSIGNS

CEI Engineering Associates, Inc and the Client each bind themselves, their associates, directors, partners, successors, executors, administrators and assigns to the other party to this Agreement and to the associates, directors, partners, successors, executors and administrators and assigns to such other party, with the respect to all obligations contained in this Agreement. CEI Engineering Associates, Inc. may assign its rights and obligations under this Agreement at any time without the consent of the Client. However, the Client shall not assign its obligations under this Agreement or sublet as a whole, without the prior written approval by CEI Engineering Associates, Inc.'s of the successor or assignee and its ability to comply with the terms and conditions of this and/or subsequent written Agreement. All assignments made by Client without CEI Engineering Associates, Inc.'s consent shall be considered null and void.

TERMINATION

Either Party may terminate this Agreement in full or in part, in writing, if the other Party fails to fulfill its obligations under the Agreement through no fault of the other Party. In such event, one may declare the other in default by issuing a written Declaration of Default and terminate the Agreement for cause. Prior to, an opportunity to cure any default or breach shall be given by way of a written notice being delivered to the Breaching Party including a description of the conditions constituting default or breach of the Agreement and providing the Breaching Party a period of time of ten (10) days within which to correct such conditions. If defined default or breach is not corrected within allotted number of days, then the written Declaration of Default may be issued. Upon any termination or suspension of an Agreement, CEI Engineering Associates, Inc. shall be paid for all work performed up to the date of termination or suspension.

Termination or suspension of contract shall exist when services conducted and provided by CEI to the date of termination are paid by Client and shall be deemed nonrefundable, at which time, control of said provided services will be transferred to Client with no further obligation of CEI.

PROVIDED DATA

Any information or data provided by Owner or Owner's representatives or by a third party as directed by Owner or Owner's representative to CEI to be used as base or supplemental information or data to the scope shall be considered reliable and CEI shall be held harmless to any errors or omissions due to its use.

SITE SAFETY OR CONTROL

In no form or fashion shall it be implied or assumed, unless expressively written into scope, that CEI has or will be responsible for an Owner's or Contractor's control of the site nor will CEI dictate the means and methods of the Owner, Contractor and Contractor's subcontractors regarding preparation of, conducting, and the completion and closeout of construction, safety, and control of site.

All provisions under the heading "STANDARD TERMS AND CONDITIONS" shall survive termination or completion of this agreement.

VIII. APPROVAL SIGNATURE AND AUTHORIZATION TO PROCEED

Execution of this document in all required locations shall form the entire Professional Services Agreement between the Client and CEI. This Proposal and Agreement shall be executed by both parties, with both parties receiving a fully executed copy thereof. A copy of the executed Agreement shall be equally binding as the original.

In the event that the Client issues a notice to proceed to CEI prior to the execution of this contract, the Client acknowledges that the services rendered by CEI will be in accordance with the terms and conditions contained in this proposal.

In the event that the Client instructs services on the contract/agreement to be on hold for a period greater than forty-five days, Client acknowledges that CEI will not proceed until a new contract between CEI and the client can be executed.

This proposal shall become null and void if signatures have not been obtained within forty-five days of proposal date. If authorization to proceed is not given after the proposal has been executed said agreement will become null and void within forty-five days of the date of the Client's signature.

The following is the complete Contracting Entity (Client) name and address that is responsible for this contract, its terms and conditions, and for payment of CEI invoices:

Contracting Entity Name (Client) include its business structure of INC, LLC, LP, etc.
Responsible for contract terms, conditions, obligations and payment

Complete mailing address for invoicing and/or receiving notification (Street / PO Box/ Suite number, if required)

City / State / Zip

Complete Phone Number

May 10, 2024 | 4:52 PM

Contracting Entity	Authorized to bind	Print Name	Title	Date
--------------------	--------------------	------------	-------	------

Signature, CEI Engineering Associates, Inc.	Brent L. Massey	VP of Operations	11/22/2023
	Print Name	Title	Date



EXTRA WORK AUTHORIZATION

☒ ADDITIONAL WORK

☐ CHANGE IN SCOPE OF SERVICES

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

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

DATE: 4/29/2025
 CLIENT: City of Bentonville
 PROJECT NAME: Bright Road
 CLIENT CONTACT: Josh Stacey
 PROJECT NO.: 32884
 PROJECT MANAGER: Elliott Bell
 DATE OF CURRENT CONTRACT: 5/10/2024

Description of Services: Additional Construction Administration

Previous CACO contract accounted for 5 months of Observation and Administration. The project has extended past this projected date and is expected to continue for approximately (3) more months. This additional fee will cover additional services required to complete the project.

Compensation: \$25,000.00

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

Agreed to by CEI ENGINEERING ASSOCIATES, INC.

Agreed to on this date: May 16, 2025 | 10:40 AM CDT

City of Bentonville
 (Company Name)

Stephanie Orman Mayor
 (Company Authorized Representative & Title)

04/30/2025
 (Date)

Distribution:

(S

PLEASE SIGN & RETURN ORIGINAL



EXTRA WORK AUTHORIZATION

☒ ADDITIONAL WORK

☐ CHANGE IN SCOPE OF SERVICES

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

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

DATE: 10/29/2025

CLIENT: City of Bentonville

PROJECT NAME: Bright Road

CLIENT CONTACT: Josh Stacey

PROJECT NO.: 32884.1

PROJECT MANAGER: Ryan Evitts

DATE OF CURRENT CONTRACT: 5/10/2024

Description of Services: Additional Construction Administration and Observation.

The project has extended past this projected date and is expected to continue for approximately (3) additional months to include September, October, and November. This additional fee will cover additional services required to complete the project. CEI understands that the Client expects that CEI will only attend required meetings and daily / weekly observations are not requested.

CEI will conduct an as-built survey of public infrastructure adjustments made as part of the construction contract including manholes, storm box culverts, and water hydrant. Information will be formatted for review by municipal departments, and provided for City records in part to the closeout requirements.

Fee is inclusive of additional reimbursables expenses.

Compensation: **\$14,500.00**

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

Agreed to by CEI ENGINEERING ASSOCIATES, INC.

Agreed to on this date: _____

(Company Name)

10/29/2025

(Date)

(Company Authorized Representative & Title)

Client, accounting, file

Distribution:

(Signature)

PLEASE SIGN & RETURN ORIGINAL

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AMENDED AGREEMENT WITH CEI ENGINEERING ASSOCIATES INC., IN THE AMOUNT OF FOURTEEN THOUSAND FIVE HUNDRED DOLLARS (\$14,500.00), FOR ADDITIONAL CONSTRUCTION ADMINISTRATION SERVICES OF THE BRIGHT ROAD TRAIL; AND FOR OTHER PURPOSES.

WHEREAS, the City Council of the City of Bentonville previously approved the contract with CEI Engineering Associates Inc. at the April 23, 2024, meeting;

WHEREAS, an amended agreement is needed for additional construction administration services of the Bright Road Trail Project due to continued delay with relocation of a utility line; and

WHEREAS, no budget adjustment is needed.

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

Section 1: The Mayor and City Clerk are hereby authorized to enter into an amended agreement, in the amount of fourteen thousand five hundred dollars (\$14,500.00), with CEI Engineering Associates Inc. for additional construction administration services of the Bright Road 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)

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

Title, Recommendation & Justification

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

Fund(s) Impacted

(check all that apply)

General Fund

Utility Fund

Street Fund

Other(s): _____

Budget Impact Notes for Consideration (Optional):

DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is entered into by and among the City of Bentonville, Arkansas, a municipal corporation with a mailing address of 1000 SW 14th street, Bentonville, Arkansas 72712 ("Bentonville") and Excellerate Housing, LLC (attn. Susan Upchurch) an Arkansas corporation having a mailing address of 5111 W JB Hunt Drive, Suite 120 Bentonville, AR 72758 ("Excellerate Foundation").

WHEREAS, the construction and development of certain improvements to the sanitary sewer main located in the City of Bentonville, South of SW Regional Airport Blvd and East of SW Bright Road within Brightwood Subdivision Phase 1, also known as the off-site public sewer line that serves the proposed McAuley Place development

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed:

1. **Incorporation of Recitals.** The recitals set forth above are not mere recitals of fact but are contractual in nature and incorporated into this Agreement by reference, except in the event of a conflict between the incorporated recitals and the numbered sections of this Agreement, the numbered sections of this Agreement shall control.

2. **Property Development.** Bentonville and Excellerate Foundation agree to pay all expenses related to the Development, according to the following cost sharing schedule:

Excellerate Foundation shall install at their cost all off-site sewer improvements including, without limitation, all labor, equipment and material needed to remove 395 feet of existing sewer main and construct a new 10 inch main in its place, including connections to existing manholes, service lines tie ins, driveway and sidewalk replacement, and full restoration of any areas, as shown in Exhibit A and quantified in Exhibit B.

Bentonville shall provide Excellerate Foundation with payment of \$143,385.50 following completion and acceptance of the improvements, to pay for all costs and expenses related to the public sewer main, due to the line segment being at maximum design capacity prior to the proposed McAuley Place development.

3. **Counterparts.** This Agreement, including all attached exhibits, may be executed at different times and in any number of originals or counterparts and by each party on a separate counterpart, each of which shall

be deemed an original but all of which together shall constitute only one agreement. In proving this Agreement, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom enforcement is sought. Facsimile and email signatures shall be deemed valid on all documents related to this Agreement. Any signature page from one counterpart may be appended to another counterpart to create a fully executed counterpart hereof.

4. **Other Acts.** Each party agrees to perform any further acts and deliver any additional documents which may be reasonably requested and necessary to carry out the provisions of this Agreement.

5. **Agreement Construction.** This Agreement and all provisions contained herein have been jointly drafted (or reviewed and negotiated) and agreed to, and shall be deemed to have been prepared jointly by the parties hereto, each being sophisticated in transactions such as the one contemplated by this Agreement and each having the benefit and advice of legal counsel (or the opportunity to seek such counsel), and shall not be construed in favor of or against any party to this Agreement. All headings contained in this Agreement are inserted only as a matter of convenience and in no way define, limit or extend the scope or intent of this Agreement or any provisions hereof and should not be considered in interpreting this Agreement. In this Agreement the use of any gender shall be deemed to include all genders and the use of the singular shall include the plural, wherever it appears appropriate from the context.

6. **Governing Law.** This Agreement shall be governed by the laws of the State of Arkansas, and the United States District Court for the Western District of Arkansas, Fayetteville Division, or state courts located in Benton County, Arkansas, shall be the exclusive forum for any disputes arising in connection with this Agreement. The parties mutually acknowledge and agree they shall not raise in connection herewith and hereby waive, any defenses based upon venue, inconvenience of forum, lack of personal jurisdiction or the like in any action or suit brought in accordance with the terms of this section. **The parties acknowledge they have read and understand this clause and willingly agree to its terms.**

7. **Severability.** If any part of this Agreement is contrary to, prohibited by or deemed invalid under applicable law or regulation, such provision shall be deemed inapplicable and deemed omitted to the extent so contrary, prohibited or invalid but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible.

8. **Time is of the Essence.** The parties specifically agree time is of the essence with regard to all provisions of this Agreement. Excellerate Foundation agrees to begin construction of the agreed upon improvements within 45 days of the execution of this agreement, weather and material availability permitting. Bentonville agrees to complete its obligations within 30 days of acceptance of the constructed improvements or execution of this Development Agreement, whichever is greater.

9. **Binding Effect.** This Agreement and the rights and obligations granted hereby shall be binding upon and inure to the benefit of the parties and their respective transferees, successors and assigns, as such succession in permitted in this Agreement.

10. **No Partnership.** This Agreement does not create any obligation or relationship such as a partnership, joint venture or other similar legal relationship under the laws of any state or the federal government. Any correspondence or other references to "partners" or other similar terms will not be deemed to alter, amend or change the relationship between the parties hereto unless there is a formal written agreement specifically detailing the rights, liabilities and obligations of the parties as to a new, specifically defined legal relationship.

11. **Survival of Provisions.** The expiration, termination or consummation of this Agreement shall not affect the provisions, and the rights and obligations set forth therein, which by their terms state or evidence the intent of the parties that the provisions survive the expiration or termination thereof.

12. **Authority of Signors.** The parties represent they have full power and authority to enter into and perform this Agreement and the parties know of no contract, agreement, promise or undertaking which would prevent the full corporate or municipal execution and performance of this Agreement, and the persons executing this agreement on behalf of the parties are duly authorized to do so and have the authority to bind such parties.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF this Agreement has been duly executed and made effective by the parties on this _____ day of _____ , 2025.

City of Bentonville:

By: _____
Stephanie Orman, Mayor

Excellerate Housing LLC:

By: _____
Susan Upchurch

EXHIBIT A

EXHIBIT B



124 Grant Place, Suite E
Lowell, AR 72745
Office: 479-717-7474

McAuley Off-Site Sewer Improvements - Open Ditch - City of Bentonville Share

#	DESCRIPTION	QUANTITY - Total Offsite	UNIT	UNIT PRICE	TOTAL - CofB Percentage
1	SWPPP, Portable Restroom & General Conditions (OFFSITE) City of Bentonville	1.00	LS	\$ 514.00	\$ 514.00
2	Concrete Sidewalk remove and replace (OFFSITE) City of Bentonville	1,700.00	SF	\$ 10.00	\$ 17,000.00
3	Driveways replace (OFFSITE) City of Bentonville	6.00	EA	\$ 3,500.00	\$ 21,000.00
4	Haul Off (OFFSITE) City of Bentonville	1.00	LS	\$ 2,000.00	\$ 2,000.00
5	10" SDR26 PVC Sewer Line and removal of 8" (Offsite) City of Bentonville	395.00	LF	\$ 115.00	\$ 45,425.00
6	Services divert and reconnect (Offsite) City of Bentonville	6.00	EA	\$ 1,650.00	\$ 9,900.00
7	Coring and Re-Grouting Manholes (OFFSITE) City of Bentonville	2.00	EA	\$ 2,300.00	\$ 4,600.00
8	Testing (OFFSITE) City of Bentonville (Sanitary sewer testing checks for leaks, deflection, and proper installation using air, vacuum, water, and video methods.)	395.00	LF	\$ 1.50	\$ 592.50
9	Backfill Gravel (OFFSITE) City of Bentonville - (City Portion is roughly 120 TNS)	120.00	TONS	\$ 28.00	\$ 3,360.00
11	Pump Around (OFFSITE) City of Bentonville	1.00	LS	\$ 24,000.00	\$ 24,000.00
13	Mobilization / Demobilization (OFFSITE) City of Bentonville	1.00	LS	\$ 1,540.00	\$ 1,540.00
14	GPS Services (OFFSITE) City of Bentonville	1.00	LS	\$ 718.00	\$ 718.00
15	Offsite Restoration (OFFSITE) City of Bentonville (Offsite restoration involves repairing and restoring areas outside the main construction zone that were impacted by project activities—like access roads, staging areas, or utility corridors—to their original or improved condition. Includes topsoil, sod and mailboxes)	1.00	LS	\$ 12,736.00	\$ 12,736.00

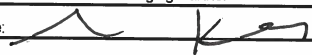
Line item 11 - Covers pump around costs for offsite work area.

- Total contracted cost = \$116,850
- City portion = 20.53% of overall length
- City cost = \$24,000

Line item 13 - Covers mobilization of equipment to offsite work area.

- Total contracted cost = \$7,500
- City portion = 20.53% of overall length
- City cost = \$1,540

Subtotal	\$ 143,385.50
COB Cost Share:	\$ 143,385.50

Contractor: A-CO Construction, LLC
Name: Adam Kirkendall
Title: Managing Partner
Signature: 
Date: 9/17/2025

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO
A DEVELOPMENT AGREEMENT WITH EXCELLERATE HOUSING, LLC; AND
FOR OTHER PURPOSES.**

WHEREAS, The City of Bentonville desires to enter into a development agreement with Excellerate Housing, LLC for 395 feet of sewer upgrades associated with McAuley Place off site upgrades.

WHEREAS, no budget adjustment is needed as this is being funded by the existing 2025 budget.

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

Section 1: The Mayor and City Clerk are authorized to enter into a development agreement with Excellerate Housing, LLC which will involve the City upgrading the one existing line segment that is currently at capacity prior to their project in an amount not to exceed One-Hundred Forty-Three Thousand Three-Hundred Eighty-Five Dollars and Fifty Cents (\$143,385.50).

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)

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

Title, Recommendation & Justification

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

Fund(s) Impacted

(check all that apply)

General Fund

Utility Fund

Street Fund

Other(s): _____

Budget Impact Notes for Consideration (Optional):



Administrative Services
Purchasing and Compliance Department
1000 SW 14th Street
Bentonville, AR 72712

CITY OF BENTONVILLE, ARKANSAS

City Hall
305 SW A Street
Bentonville, AR 72712

SERVICE CONTRACT: 3-Phase Transformers

THIS CONTRACT is made in Benton County, Arkansas, by and between the City of Bentonville, Arkansas, hereinafter “City,” and Arkansas Electric Cooperative, Inc., hereinafter “Contractor” (collectively, the “Parties”), Witnesseth:

1. DESCRIPTION. This Contract has been awarded to Contractor as a result of Contractor’s Quote (attached hereto as **Exhibit B**) to the City’s Invitation for Quotes, for the purchase and delivery of 3-Phase Transformers, as specified in the Scope of Work (attached hereto as **Exhibit A**). The work shall consist of performing the services, including all equipment, materials, products and all other items necessary to perform the work, as set forth in this Contract and **Exhibit A**.

2. PRIMARY CONTACTS. The primary contact for the Contractor shall be _____ . The primary contact for the City shall be the City of Bentonville Electric Utilities Director, or designated assignee.

3. CONTRACT TERM. The term for this Contract shall be one (1) year, commencing on the effective date of this Contract.

a. Effective Date: The Effective Date of this Contract shall be defined as the executed date on the Signature Page of this Contract.

b. Service Timeline:

1. Order for 3-Phase Transformers per the unit prices attached herein, shall be placed by Contractor immediately following Purchase Order received from the City.
2. Contractor shall deliver the order to the City within fourteen (14) weeks from the date of the order being placed.

c. Any changes to the Term of this Contract or to the Service Timeline shall be agreed upon by the Parties in writing and shall be in accordance with this Contract and all applicable procurement laws and the City of Bentonville Purchasing Policy.



4. WORK PROCEDURES. All work procedures shall be in accordance with this Contract and with the Exhibits attached hereto.

a. Specifications. All work shall be performed in accordance with industry standards and best practices, and as specified in this Contract and in the Exhibits attached hereto.

b. Change Orders. Any changes to the Scope of Work shall be handled via Change Order to this Contract. No Change Order shall be approved unless approved in writing by the City. All Change Orders must be pre-approved prior to any work commencing, any materials being purchased, or any other fee being incurred related to the Change Order. The City shall not be responsible for Change Orders unless the Change Order is pre-approved in writing by the City.

1. Owner's (City's) Contingency: Not applicable

c. Unsatisfactory Results. Contractor agrees to remedy any unsatisfactory results, within the terms of this Contract.

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



Administrative Services
Purchasing and Compliance Department
1000 SW 14th Street
Bentonville, AR 72712

CITY OF BENTONVILLE, ARKANSAS

City Hall
305 SW A Street
Bentonville, AR 72712

5. FEES, EXPENSES, AND SCHEDULE. The City agrees to pay Contractor based upon the unit price as defined herein, for actual work performed or material stored on-site. Contractor agrees to only perform the type of services outlined in this Contract and the Exhibit attached hereto. Fees and contingencies shall be as follows:

a. Total Fee for Services: \$162,670.00 (one hundred sixty-two thousand six hundred seventy dollars and zero cents), plus applicable taxes to perform the work to 100% completion.

b. Owner's Contingency: Not applicable

6. ADDITIONAL SERVICES. Any service outside of the services stated herein and in the Exhibit attached hereto, must be pre-approved by the City, in writing, and in accordance with the City of Bentonville Purchasing Policy prior to any additional work proceeding.

7. INVOICING. Contractor shall submit an invoice (or Pay Application), for work performed or materials stored on-site, to the City's Contact for review. Invoices approved for payment will be processed by the City. Payment will only be made for actual work completed and approved by the City's Contact.

a. The Contractor may choose to submit progress invoices (for actual work performed or materials stored on site) or one invoice after 100% completion.

8. PAYMENT.

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

[This space has been intentionally left blank]



Administrative Services
Purchasing and Compliance Department
1000 SW 14th Street
Bentonville, AR 72712

CITY OF BENTONVILLE, ARKANSAS

City Hall
305 SW A Street
Bentonville, AR 72712

b. Service Failure. In the event of a service failure, where the service performed is not in accordance with the specifications set forth by the City, or otherwise not in accordance with this Contract, the City may withhold sums otherwise due to Contractor that are specifically for the area in which the service failure occurred, until correction of the service failure is confirmed. In the event that Contractor fails to correct the service failure within forty-eight (48) hours of being notified, or if the Contractor fails to correct the service failure in a manner which brings the work into specification as approved by the City's contact, the City reserves the right to cancel the Contract immediately.

9. TERMINATION FOR LACK OF FUNDS. If, for whatever reason, adequate funding is not made available by City to support or justify continuation of the level of services to be provided by Contractor under this Contract, City may terminate or reduce the amount of services to be provided by Contractor under this Contract. In such event, City will notify Contractor in writing at least thirty (30) days in advance of such termination or reduction of services for lack of funds.

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

11. SUBCONTRACTING. Contractor may not subcontract or assign any of the services to be performed under this Contract without first obtaining the written approval of the City. Any Subcontractor approved by the City must be fully licensed and insured to perform the work.

[This space has been intentionally left blank]



Administrative Services
Purchasing and Compliance Department
1000 SW 14th Street
Bentonville, AR 72712

CITY OF BENTONVILLE, ARKANSAS

City Hall
305 SW A Street
Bentonville, AR 72712

12. INSURANCE. Contractor shall purchase and maintain, at minimum, such insurance as defined herein and furnish Certificates of Insurance to the City naming the City of Bentonville as additionally insured. The insurance shall be appropriate for the performance of the work, as described herein, and shall provide protection from damage occurring to City owned property and from, and any other claims which may arise out of or result from the Contractor's performance of the work; whether it is to be performed by the Contractor, any subcontractor or supplier, or by anyone directly or indirectly employed by any of them to perform any of the work, or by anyone for whose acts any of them may be liable:

The policies of insurance required are as follows:

- 1) Workers' Compensation:
 - a. State: Statutory
 - b. Applicable Federal: Statutory
- 2) Comprehensive or Commercial General Liability: \$1,000,000.00 – Each Occurrence

In the event that any interruption or change in insurance coverage may occur, the Contractor shall provide the City with thirty (30) days written notice of any such interruptions or changes. Failure to maintain the required insurance will result in the direct breach of this Contract and subsequent termination.

13. INDEMNIFICATION AND HOLD HARMLESS. For purposes of this Contract, Contractor agrees to indemnify, defend and hold harmless the City, its officers, appointees, employees, and agents from any and all loss, damage, liability or expense, of any nature whatsoever caused or incurred as a result of the negligence or other actionable fault of Contractor, its affiliates, subsidiaries, employees, agents, assignees, and subcontractors and their respective employees and agents. Contractor 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.

[This space has been intentionally left blank]



Administrative Services
Purchasing and Compliance Department
1000 SW 14th Street
Bentonville, AR 72712

CITY OF BENTONVILLE, ARKANSAS

City Hall
305 SW A Street
Bentonville, AR 72712

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

15. TAXES, LICENSES AND PERMITS. The Contractor shall pay all Local, State and Federal taxes required by law and shall secure all permits and licenses necessary for the execution of the services described herein.

16. DAMAGES. All operations pertaining to the services described herein shall be confined to the areas awarded to Contractor as set forth herein and as are described in the Exhibit attached hereto, unless otherwise permitted by written communication from the City. The Contractor shall be solely liable for any damages caused by Contractor, or Contractor's employees or personnel, to such premises or otherwise in performance of this Contract.

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

18. NO THIRD PARTY BENEFICIARIES. Nothing contained herein will create a contractual relationship with, or any rights in favor of, any Third Party.

19. INDEPENDENT CONTRACTOR. Contractor is an independent contractor and is not an agent or employee of City.

20. COMPLIANCE WITH LAWS. Contractor will abide by all applicable federal, state and local laws, ordinances and regulations applicable at the time the services are rendered.



Administrative Services
Purchasing and Compliance Department
1000 SW 14th Street
Bentonville, AR 72712

CITY OF BENTONVILLE, ARKANSAS

City Hall
305 SW A Street
Bentonville, AR 72712

21. APPLICABLE LAW, JURISDICTION, VENUE. Interpretation of this Contract and disputes arising out of or related to this Contract 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 Contract will be in the Benton County Circuit Court of Benton County, Arkansas.

22. SEVERABILITY. If any provision of this Contract is determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) will be null and void; provided, however, that the remaining provisions of this Contract will be unaffected and will continue to be valid and enforceable.

23. AMBIGUITY. If any ambiguity, inconsistency or conflict arises in the interpretation of this Contract, the same will be resolved by reference to the terms and conditions of this Contract.

[Signature Page Follows]



Administrative Services
Purchasing and Compliance Department
1000 SW 14th Street
Bentonville, AR 72712

CITY OF BENTONVILLE, ARKANSAS

City Hall
305 SW A Street
Bentonville, AR 72712

SIGNATURE PAGE

The Parties hereto have caused this Contract to be executed this
_____ (effective date).

CITY OF BENTONVILLE, ARKANSAS

By: _____
Stephanie Orman, Mayor

By: _____
(Signature)

**By signing this Contract, Signor attests that they are
authorized to bind this Company to this Contract.*

Name (printed): _____

Title: _____

Arkansas Electric Cooperative, Inc.

Address: _____

Date: _____



Administrative Services
Purchasing and Compliance Department
1000 SW 14th Street
Bentonville, AR 72712

CITY OF BENTONVILLE, ARKANSAS

City Hall
305 SW A Street
Bentonville, AR 72712

EXHIBIT A

SCOPE OF WORK



Administrative Services
Purchasing and Compliance Department
1000 SW 14th Street
Bentonville, AR 72712

CITY OF BENTONVILLE, ARKANSAS

City Hall
305 SW A Street
Bentonville, AR 72712

SCOPE OF WORK

The purchase and delivery of Three Phase Pad-Mount Distribution Transformers. The Contractor will be responsible for supply Three Phase Pad-Mount Distribution Transformers. Delivery must be made to the specified location within the agreed-upon timeframe.

Location: Inventory Department - 501 SW 28th Street Bentonville, AR 72712

Lead time: 12-14 Weeks

Estimated quantity to be ordered: 6



Administrative Services
Purchasing and Compliance Department
1000 SW 14th Street
Bentonville, AR 72712

CITY OF BENTONVILLE, ARKANSAS

City Hall
305 SW A Street
Bentonville, AR 72712

EXHIBIT B

QUOTE FORM



City of Bentonville Electric Utilities Department
Three Phase Pad-Mount Distribution Transformers
Quote Form

<u>Line Item Number</u>	<u>BEUD Inventory Part Number</u>	<u>KVA</u>	<u>Voltage</u>	<u>QTY</u>	<u>Price Each AECI</u>	<u>TOTAL</u>	<u>Lead Time (Weeks)</u>
1	2011	150	120/208	4	\$14,530.00	\$58,120.00	12-14 WEEKS
2	2013	1500	277/480	2	\$52,275.00	\$104,550.00	12-14 WEEKS
						\$162,670.00	
				AECI won due to lead times			

<u>Irby WEG</u>	<u>Lead time</u>	<u>Techline</u>	<u>lead time</u>
\$13,795.00	32 weeks	No quote	
\$50,542.00	36 weeks	\$76,551.00	40 weeks

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK TO WAIVE COMPETITIVE BIDDING AND ENTER INTO AN AGREEMENT WITH AECI FOR THE PURCHASE OF 3-PHASE TRANSFORMERS PER UNIT PRICES IN THE ESTIMATED AMOUNT OF ONE-HUNDRED SIXTY-TWO THOUSAND SIX-HUNDRED SEVENTY DOLLARS (\$162,670.00); PROVIDING FOR THE EMERGENCY CLAUSE; AND FOR OTHER PURPOSES.

WHEREAS, the Inventory Warehouse Department needs to purchase 3-Phase Transformers;

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

WHEREAS, no budget adjustment is needed to fund this purchase.

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 AECI, per the unit prices, for the purchase of 3-Phase Transformers in the estimated amount of One-Hundred Sixty-Two Thousand Six-Hundred Seventy Dollars (\$162,670.00).

Section 2: There exists an exceptional circumstance whereby the requirements of competitive bidding are neither practical nor feasible and the City Council; therefore, waives the requirements of competitive bidding for the purchase of the 3-Phase Transformers.

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

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

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

PASSED this _____ day of _____, 2025.

APPROVED:

ATTEST:

Stephanie Orman, MAYOR

Malorie Marrs, CITY CLERK



Consent Agenda Item

For the City Council meeting on November 10, 2025

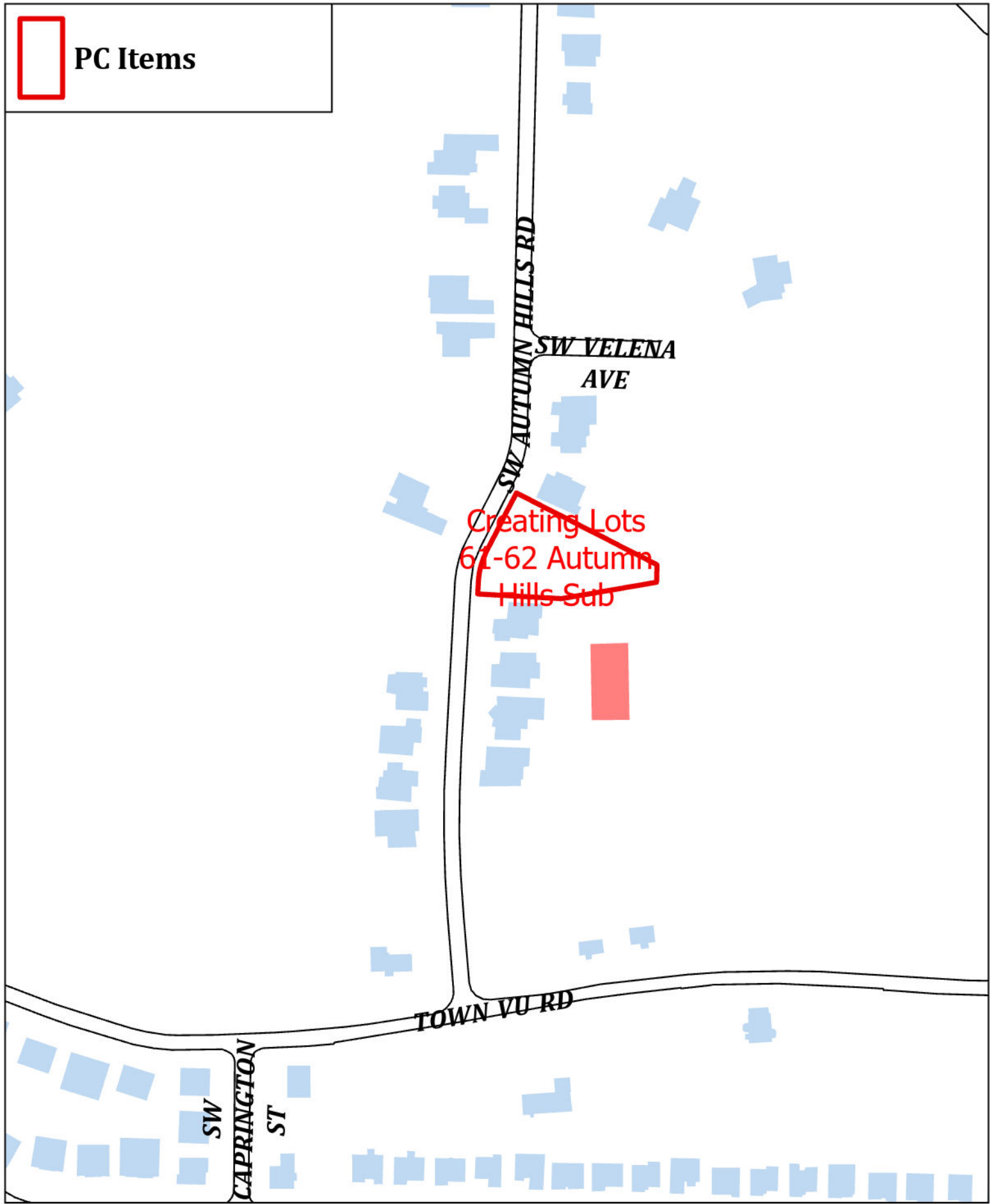
Details

Property Line Adjustment: Lots 58, 59, & 60 of Autumn Hills Subdivision, Creating Lots 61 & 62 of Autumn Hills Subdivision. 407 & 409 Southwest Autumn Hills Road, R-1, Low Density Single Family Residential, PLA25-0029.

A Property Line Adjustment of Lots 58, 59, & 60 of Autumn Hills Subdivision, Creating Lots 61 & 62 of Autumn Hills Subdivision. No dedications are being made per this plat. The lots are undeveloped and have street frontage along Southwest Autumn Hills Road. This reverts back a previous Lot Split (LS25-0017) since the POA board did not approve the split.



PC Items

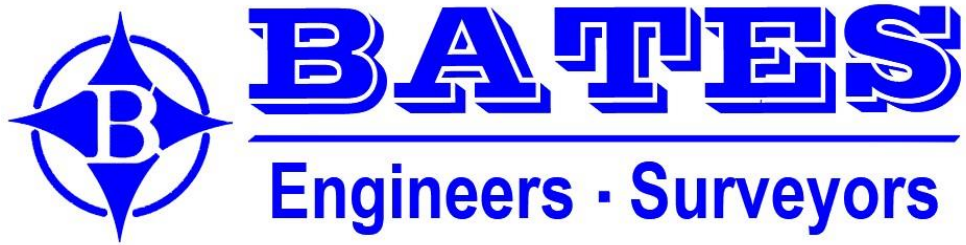


Creating Lots
61-62 Autumn
Hills Sub



PLA25-0029
Creating Lots 61-62 Autumn Hill Sub
407 SW AUTUMN HILLS RD





7230 S. Pleasant Ridge Dr. Fayetteville, AR 72704
PH: 479-442-9350 * FAX: 479-521-9350
www.batesnwa.com

October 2, 2025

To the City of Bentonville Planning Staff,

Our client, Srividya Ramasubramanian, is requesting a property line adjustment on her property located at 407 SW Autumn Hills Road. This is an adjustment from the previously recorded split; Bentonville Project #LS25-0017. After the approval of this previous lot split, the Autumn Hills Subdivision POA did not approve of 3 lots, so the request is to revert to 2 lots. New lot 61 will contain 0.46 acres and new lot 62 will contain 0.26 acres.

Please feel free to reach out with any questions or concerns.

Sincerely,

Blaine Atchley – Project Manager
Bates & Associates
blaine@batesnwa.com
479-442-9350

ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF LOTS 59-60
OF AUTUMN HILLS SUBDIVISION CREATING NEW LOTS 61 & 62 OF AUTUMN
HILLS SUBDIVISION TO THE CITY OF BENTONVILLE, ARKANSAS; AND FOR
OTHER PURPOSES.**

(PROJECT NUMBER: PLA25-0029)

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the property line adjustment of LOTS 59-60 OF AUTUMN HILLS SUBDIVISION creating new LOTS 61 & 62 OF AUTUMN HILLS SUBDIVISION to the City of Bentonville, Benton County, Arkansas was submitted to the Bentonville Planning Commission on November 4, 2025;

WHEREAS, said property line adjustment is attached hereto as Exhibit “A”;

WHEREAS, the Bentonville Planning Commission considered said property line adjustment on the date stated and at other times, and voted to recommend the approval of said property line adjustment to the City Council; and

WHEREAS, the property line adjustment of real property as described herein has been submitted to the City Council for the City of Bentonville, and after consideration and deliberation, said Council is of the opinion that said property line adjustment should be approved.

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

Section 1: That the property line adjustment of LOTS 59-60 OF AUTUMN HILLS SUBDIVISION creating new LOTS 61 & 62 OF AUTUMN HILLS SUBDIVISION to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes;

Section 2: That the Mayor and City Clerk be and are hereby authorized and directed to evidence the acceptance of said property line adjustment by certifying said acceptance on the approved property line adjustment;

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

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

PASSED AND APPROVED this _____ day of _____, 2025.

APPROVED:

Stephanie Orman, Mayor

ATTEST:

Malorie Marrs, City Clerk



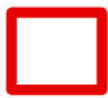
Consent Agenda Item

For the City Council meeting on November 10, 2025

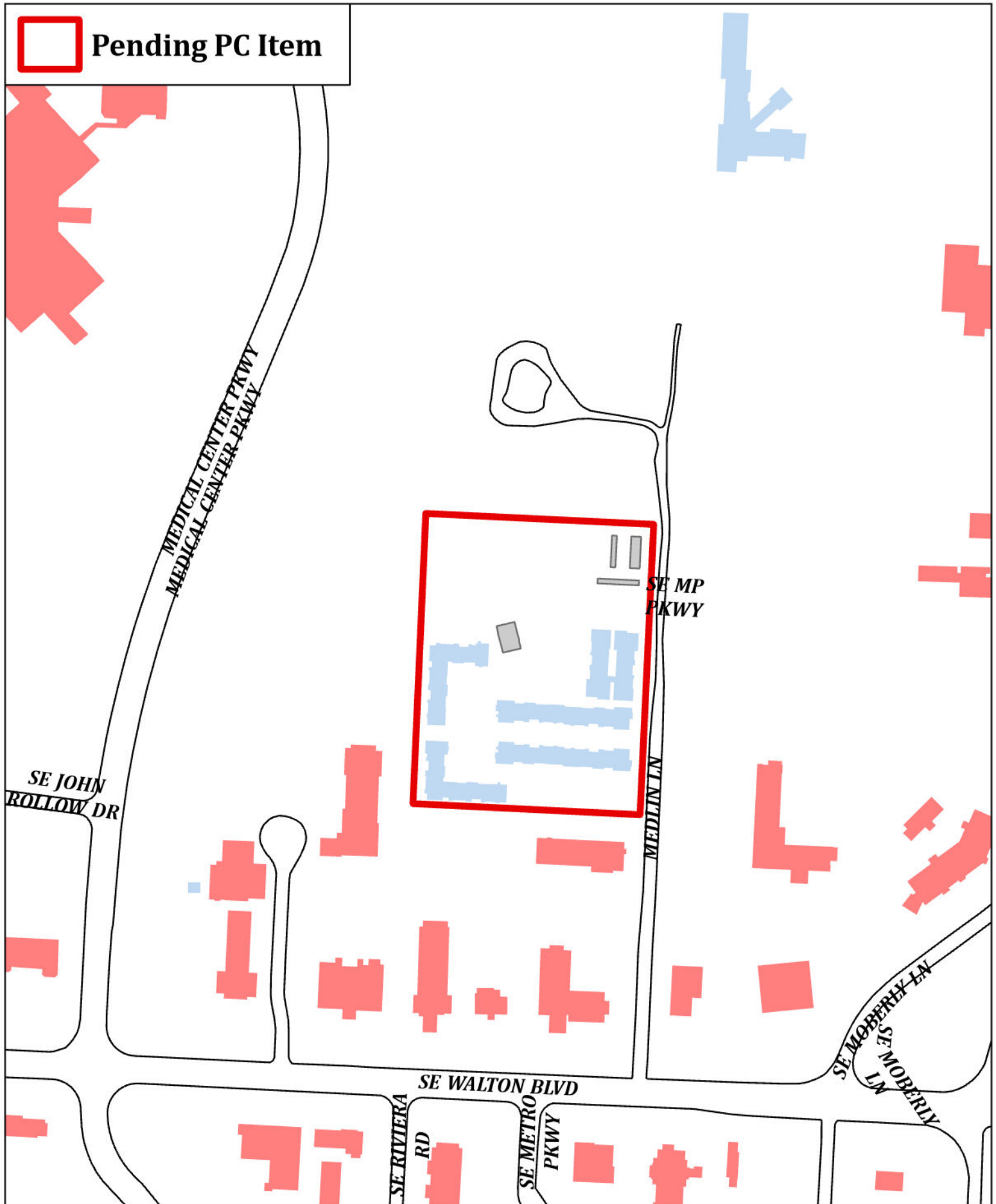
Details

Easement Plat: Lot 1 of Medlin Meadows Subdivision, Phase 2. 2303 Medlin Ln, C-2, General Commercial, LS25-0029.

An easement plat of Lot 1 of Medlin Meadows Subdivision, Phase 2. The plat is dedicating two variable width utility easements and a 7.5-foot-wide pedestrian easement along the northern property line.



Pending PC Item

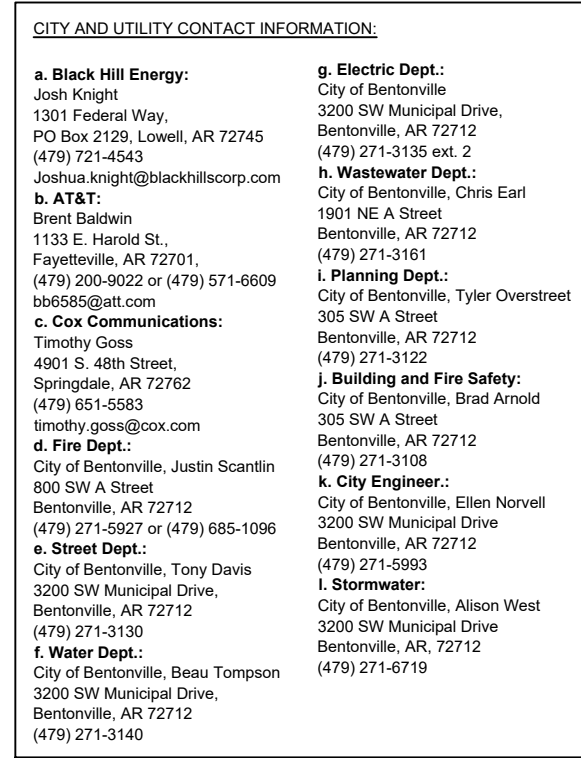


LS25-0029

Medlin Meadows Lot Split & Easement Plat

2303 MEDLIN LN





SE CORNER, LOT 1
P.O.B.
UTILITY EASE. "A"
& PEDESTRIAN EASE.
P.O.C.
UTILITY EASE. "B"



CERTIFY THAT I HAVE EXAMINED THE OFFICIAL FLOOD INSURANCE HAZARD RATE MAP PANEL #s: 05007C0255K & 05007C0260K (EFFECTIVE DATE JUNE 5, 2012) AND FOUND A PART OF THE DESCRIBED PROPERTY HEREON LIES IN ZONE "AE", AN AREA WITHIN THE 100-YEAR FLOOD PLAIN, AND PART LIES IN ZONE "X", AN AREA WITHIN THE B.L.E. FLOOD PLAIN, AND PART LIES IN DESIGNATED RIVERINE R4SBC PER N.W.I. WETLANDS 2023.

CERTIFICATE OF AUTHORIZATION
COA CERTIFICATE NUMBER: 3049



BEGINNING AT THE SW CORNER OF SAID LOT 4; THENCE N 02°32'31" E A DISTANCE OF 597.65 FEET; THENCE S 87°15'44" E A DISTANCE OF 469.53 FEET TO THE WEST RIGHT-OF-WAY LINE OF MEDLIN LANE; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE S 02°42'16" W A DISTANCE OF 598.28 FEET; THENCE LEAVING SAID WEST RIGHT-OF-WAY LINE N 87°11'04" W A DISTANCE OF 467.80 FEET; TO THE POINT OF BEGINNING, WITH AN AREA OF 280,244.27 SQUARE FEET, OR 6.43 ACRES, MORE OR LESS, AND SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF RECORD OR FACT.



JOB #	DRAWN BY:	CHK'D BY:	PAGE
22-079LS	ASG	RJC	1 OF 1

ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING AN EASEMENT DEDICATION PLAT OF LOT 1,
MEDLIN MEADOWS SUBDIVISION, PHASE 2 DEDICATING NEW EASEMENTS TO
THE CITY OF BENTONVILLE, ARKANSAS; AND FOR OTHER PURPOSES.
(PROJECT NUMBER: LS25-0029)**

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the EASEMENT DEDICATION PLAT of LOT 1, MEDLIN MEADOWS SUBDIVISION, PHASE 2 creating new EASEMENT DEDICATIONS to the City of Bentonville, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on November 4, 2025;

WHEREAS, said easement plat is attached hereto as Exhibit “A”;

WHEREAS, the Bentonville Planning Commission considered said easement plat on the date stated, and at other times, and voted to recommend the approval of said easement plat to the City Council; and

WHEREAS, the easement plat of real property as described herein has been submitted to the City Council of the City of Bentonville and, after consideration and deliberation, said Council is of the opinion that said easement plat should be approved.

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

Section 1: That the easement plat of LOT 1, MEDLIN MEADOWS SUBDIVISION, PHASE 2 creating new EASEMENT DEDICATIONS 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 easement plat by certifying said acceptance on the approved easement plat;

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

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

PASSED AND APPROVED this _____ day of _____, 2025.

APPROVED:

ATTEST:

Stephanie Orman, Mayor

Malorie Marrs, City Clerk



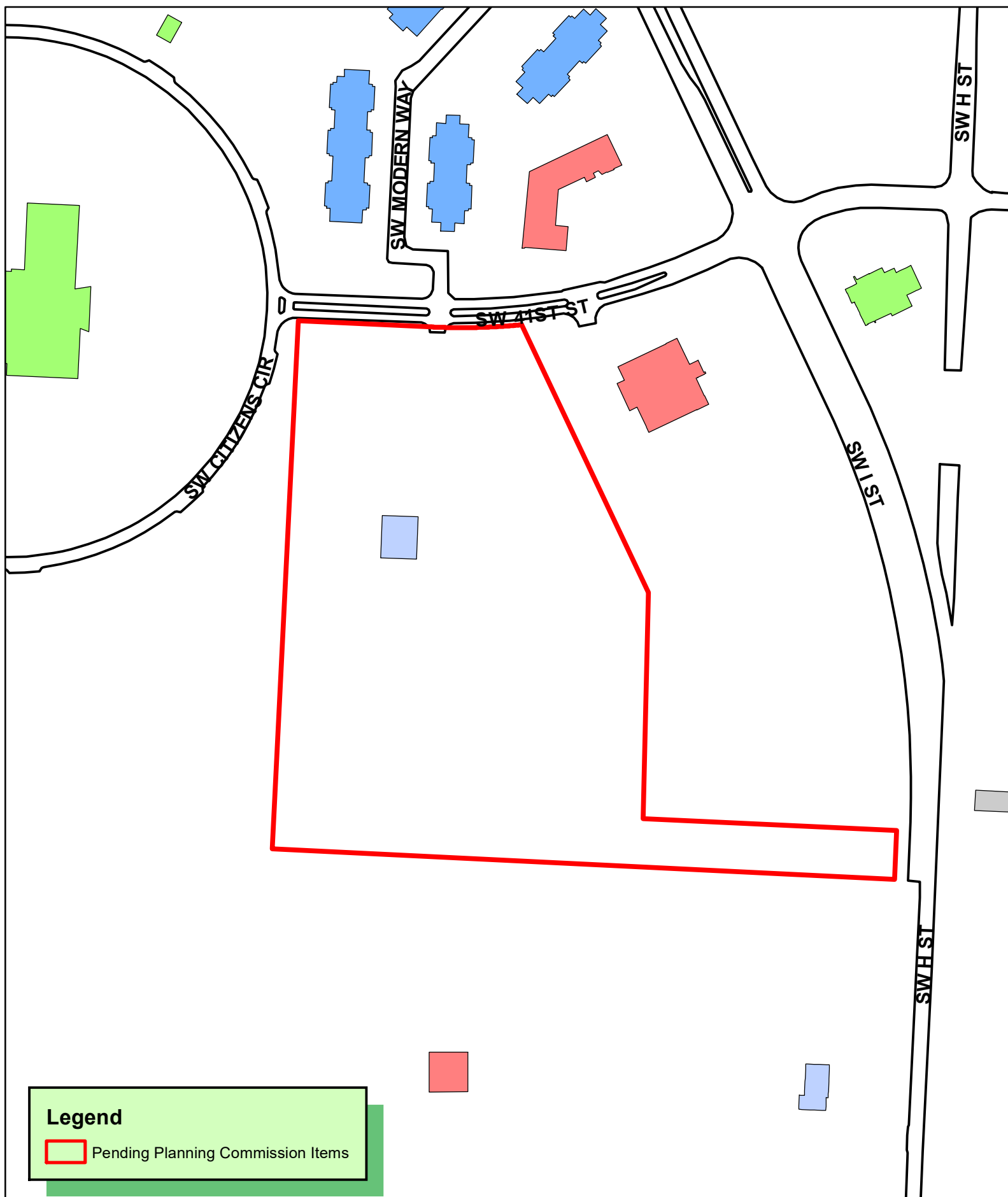
Consent Agenda Item

For the City Council meeting on November 10, 2025

Details

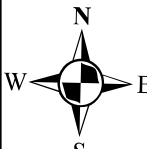
Easement Plat: Eversole Addition, Lot 26. R-3 Medium-High Density Multifamily Residential, LSD22-0066.

An easement plat of Eversole Addition, Lot 26. The plat is dedicating a variable width utility easement, a variable width drainage easement, a variable width access easement, and nine separate variable width electric easements per this plat.



Legend

 Pending Planning Commission Items

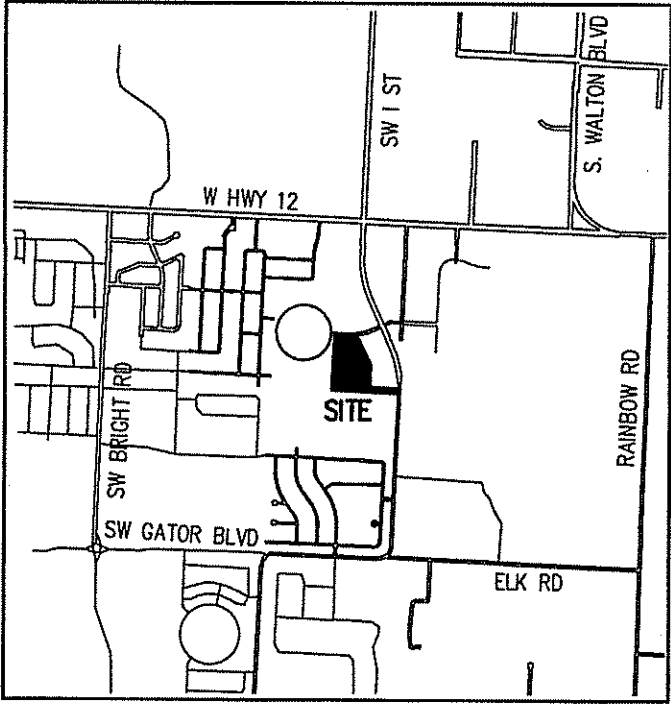
 1 inch = 200 feet

LSD22-0066 1/17/23
LARGE SCALE DEVELOPMENT
MCAULEY PLACE APARTMENTS

EASEMENT DEDICATION FOR LOT 26 OF EVERSOLE ADDITION

DESCRIPTION:

LOT 26 OF EVERSOLE ADDITION, AS PER PLAT RECORD L202241028 IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF BENTON COUNTY, ARKANSAS.



VICINITY MAP NTS

NOTES:

THE SURVEY SHOWN HEREON IS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THE FACTS OF THIS SURVEY AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED.

THIS PROPERTY LIES WITHIN THE MUNICIPAL LIMITS OF BENTONVILLE, ARKANSAS.

ACCORDING TO THE CITY OF BENTONVILLE GIS WEB SITE, LOT 26 IS ZONED R-3.

THE MSP RIGHT OF WAY WIDTH SHOWN ON THIS PLAT IS BASED ON THE CITY MASTER STREET PLAN REQUIRED RIGHT OF WAY WIDTH FOR ARTERIAL STREETS AND LOCAL STREETS AND IS SHOWN FOR INFORMATION ONLY. NO STREET RIGHT OF WAY IS DEDICATED BY THIS PLAT.

THE ADJACENT PROPERTY OWNERS NAMES SHOWN ON THIS PLAT WERE OBTAINED FROM THE BENTON COUNTY GIS WEB SITE, AND REPRESENT THE OWNER'S LISTED NAME AT THE TIME OF THIS SURVEY.

THE BOUNDARY DETERMINATION SHOWN HEREON WAS BASED UPON THE FOLLOWING DOCUMENTS AND NO OTHERS: DEED RECORD 2017-1243, PLAT RECORDS 2011-120, 2016-611, 2017-475, AND L202241028.

THE SURVEYOR HAS NOT MADE A SEPARATE INVESTIGATION OR SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, OR RESTRICTIVE COVENANTS, OR ANY OTHER FACTS WHICH AN ACCURATE AND COMPLETE TITLE SEARCH MAY DISCLOSE. ANY EASEMENTS SHOWN HEREON CAME TO THE ATTENTION OF THE SURVEYOR IN THE COURSE OF HIS RESEARCH OF THE PROPERTY BOUNDARY. OTHER RECORD EASEMENTS, ENCUMBRANCES, OR COVENANTS MAY EXIST ON THE SURVEYED PROPERTY.

SUBSURFACE AND ENVIRONMENTAL CONDITIONS WERE NOT CONSIDERED A PART OF THIS SURVEY AND NO INVESTIGATION OF THESE CONDITIONS WAS MADE.

ANY UTILITY LINES, STRUCTURES OR APPURTENANCES SHOWN HEREON ARE FROM A FIELD INVESTIGATION LIMITED TO THE VISIBLE SURFACE OF THE PROPERTY SURVEYED. OTHER UTILITY LINES, STRUCTURES AND APPURTENANCES MAY BE PRESENT ON THE PROPERTY. FOR INFORMATION REGARDING SUCH ITEMS, CONTACT THE APPROPRIATE AGENCIES.

THIS PROPERTY IS NOT IN FLOOD ZONE "A" OR "AE", AND IS OUTSIDE THE 100-YEAR FLOOD PLAIN AS SHOWN ON THE NATIONAL FLOOD INSURANCE PROGRAM'S FIRM PANEL NUMBER 05007C0255K, EFFECTIVE DATE JUNE 05, 2012.

THE ABOVE STATEMENT IS FOR INFORMATION ONLY AND THIS SURVEYOR ASSUMES NO LIABILITY FOR THE CORRECTNESS OF THE CITED MAP(S). IN ADDITION, NO INDEPENDENT STUDY OF THE LIKELIHOOD OF FLOODING OF THE SURVEYED PROPERTY HAS BEEN DONE BY THE SURVEYOR AND NO OPINION OF FLOOD HAZARDS IS INCLUDED IN THIS SURVEY. THE FLOOD HAZARD ZONE BOUNDARIES SHOWN HEREON WERE SCALED FROM THE MAPS CITED AND ARE NOT THE RESULT OF INDEPENDENT COMPUTATION OR ANALYSIS.

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

ALL STRUCTURES MUST MAINTAIN MINIMUM OF 20 FEET CLEARANCES FROM ALL ELECTRIC LINES.

THERE MAY NOT BE FENCES OR ANY OTHER STRUCTURES BUILT IN ANY DRAINAGE EASEMENTS.

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

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.

BUILDING SETBACK NOTE:

SETBACKS SHALL BE PER THE CURRENT ZONING DISTRICT AS STATED IN THE MOST RECENT CITY OF BENTONVILLE ZONING CODE. FOR MORE INFORMATION, VISIT WWW.BENTONVILLEPLANNING.COM OR CALL THE PLANNING DEPARTMENT AT 479-271-3122.

EASEMENT HOLDER NOTE:

THE PURPOSE AND SIZE OF EACH EASEMENT IS SHOWN HEREON AS NOTED. THE EASEMENT HOLDERS LISTED BELOW ARE ACCORDING TO THOSE SHOWN IN THE ORIGINATING DOCUMENTS:

DR 2009-45864 - ALL EASEMENTS WERE CONVEYED TO THE CITY OF BENTONVILLE, ARKANSAS, A MUNICIPAL CORPORATION.

PR 2011-120 - ALL EASEMENTS WERE CONVEYED TO THE PUBLIC.

PR 2017-475 - ALL EASEMENTS WERE CONVEYED TO THE PUBLIC.

CERTIFICATE OF SURVEYING ACCURACY

I, KEVIN J. MONTGOMERY, 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: 10/22/2025

CRAFTON, TULL & ASSOCIATES, INC.
BY KEVIN J. MONTGOMERY (AGENT)

SIGNED: KEVIN J. MONTGOMERY (AGENT)
REGISTERED LAND SURVEYOR
NO. 1460
STATE OF ARKANSAS

ALL COPIES THAT DO NOT BEAR AN ORIGINAL SEAL AND SIGNATURE MAY HAVE BEEN ALTERED. THE ABOVE DECLARATION SHALL NOT APPLY TO ANY COPY THAT DOES NOT BEAR AN ORIGINAL SEAL AND SIGNATURE.

ATLAS PAGE: 484 & 485

CITY OF BENTONVILLE
PROJECT NUMBER:

OWNER:

EXCELLERATE HOUSING, LLC
5111 W JB HUNT DR UNIT 120
ROGERS AR 72758

CERTIFICATE OF OWNERSHIP LOT 26 / PARCEL 01-16610-001

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: 10/23/25

BY: EXCELLERATE HOUSING, LLC
Ben Sikorski
(PRINT)

SOURCE OF TITLE: DEED RECORD L202548241

STATE OF ARKANSAS } SS

COUNTY OF BENTON
SUBSCRIBED AND SWORN BEFORE ME THIS 23 DAY OF October 2025
MY COMMISSION EXPIRES:

NOTARY PUBLIC Patricia Ann Henry



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: DIRECTOR OF COMMUNITY DEVELOPMENT

RECORD INFORMATION

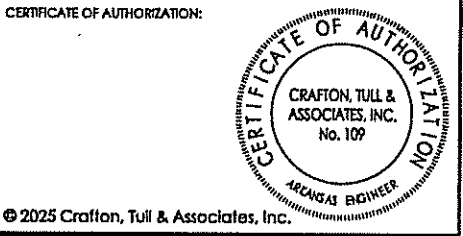
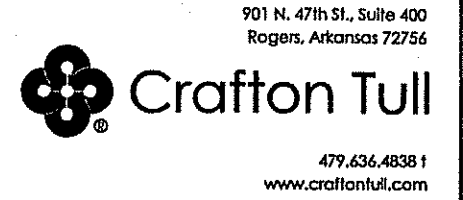
STATE PLAT CODE:
500-19N-30W-0-07-330-04-1460

SEAL

EASEMENT DEDICATION PLAT
LOT 26
EVERSOLE ADDITION
PLAT RECORD L202241028

PREPARED FOR:
BUF STUDIO

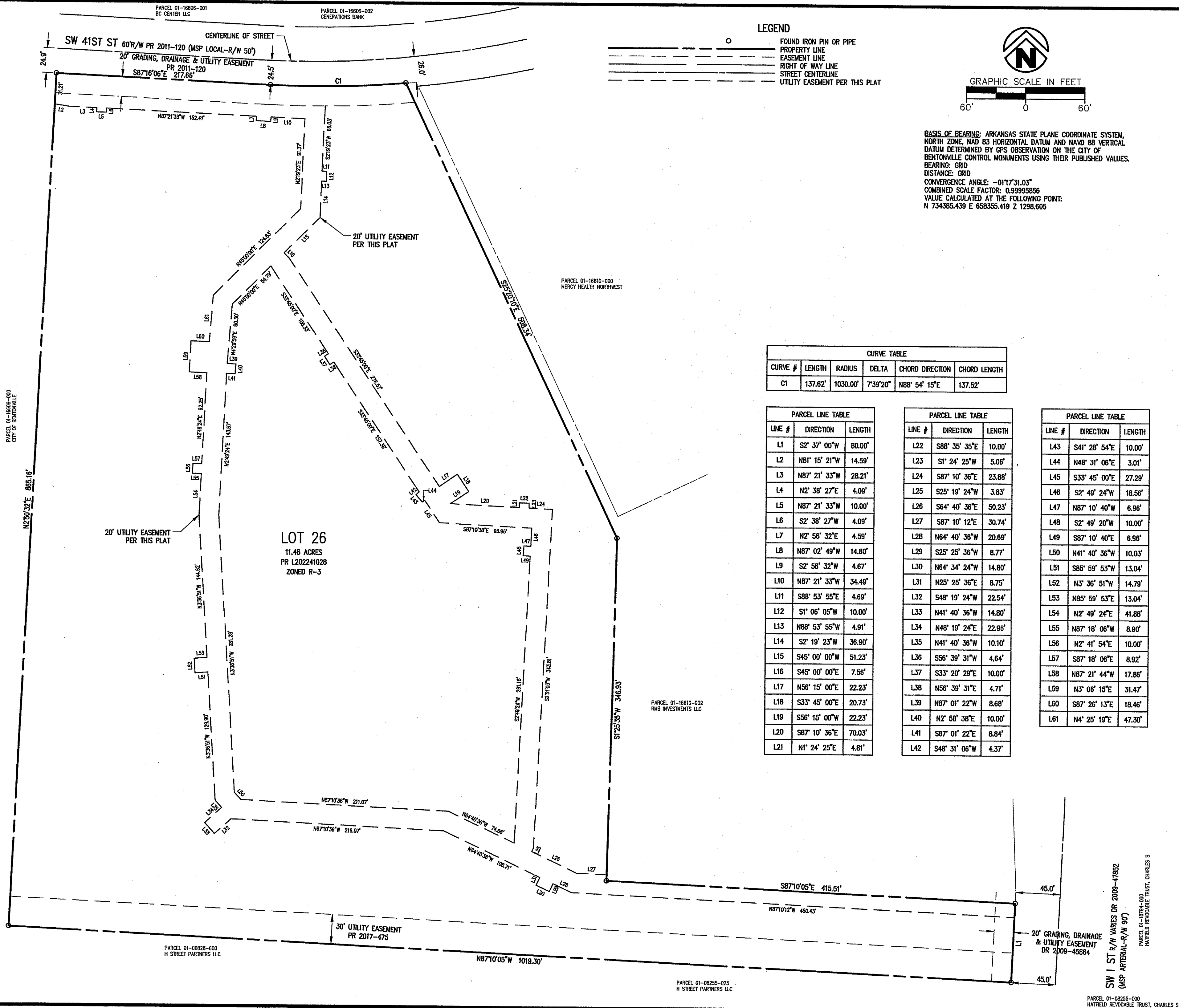
DATE: 10/15/2025
PROJECT NO: 24106800
CONTACT: K MONTGOMERY



DELTA	DESCRIPTION	DATE

SHEET NO.: 1 OF 6

DRAWING: G:\2410820\ACAU\PLANS\STRUCTURES\SURVEY\DWG\2410820 ESMT.DWG
LAYOUT: LAYOUT2, LAST SAVED: MM/6, 9/24/2023 12:33:18 PM
LAST PLOTTED BY: KEVIN MONTGOMERY, 10/15/2025 9:59:18 AM PLOTTED BY: VAID ON HARD COPY ONLY



LEGEND

- FOUND IRON PIN OR PIPE
- PROPERTY LINE
- EASEMENT LINE
- RIGHT OF WAY LINE
- STREET CENTERLINE
- UTILITY EASEMENT PER THIS PLAT



GRAPHIC SCALE IN FEET



BASIS OF BEARING: ARKANSAS STATE PLANE COORDINATE SYSTEM,
NORTH ZONE, NAD 83 HORIZONTAL DATUM AND NAVD 88 VERTICAL
DATUM DETERMINED BY GPS OBSERVATION ON THE CITY OF
BENTONVILLE CONTROL MONUMENTS USING THEIR PUBLISHED VALUES.
BEARING: GRID
DISTANCE: GRID
CONVERGENCE ANGLE: -01°17'31.03"
COMBINED SCALE FACTOR: 0.99995856
VALUE CALCULATED AT THE FOLLOWING POINT:
N 734385.439 E 658355.419 Z 1296.605

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	137.62'	1030.00'	7°39'20"	N88° 54' 15"E	137.52'

PARCEL LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S2° 37' 00"W	80.00'
L2	N81° 15' 21"W	14.59'
L3	N87° 21' 33"W	28.21'
L4	N2° 38' 27"E	4.09'
L5	N87° 21' 33"W	10.00'
L6	S2° 38' 27"W	4.09'
L7	N2° 56' 32"E	4.59'
L8	N87° 02' 49"W	14.80'
L9	S2° 58' 32"W	4.67'
L10	N87° 21' 33"W	34.49'
L11	S88° 53' 55"E	4.69'
L12	S1° 06' 05"W	10.00'
L13	N88° 53' 55"W	4.91'
L14	S2° 19' 23"W	36.90'
L15	S45° 00' 00"W	51.23'
L16	S45° 00' 00"E	7.56'
L17	N56° 15' 00"E	22.23'
L18	S33° 45' 00"E	20.73'
L19	S56° 15' 00"W	22.23'
L20	S87° 10' 36"E	70.03'
L21	N1° 24' 25"E	4.81'

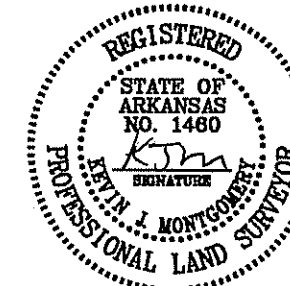
PARCEL LINE TABLE		
LINE #	DIRECTION	LENGTH
L22	S88° 35' 35"E	10.00'
L23	S1° 24' 25"W	5.06'
L24	S87° 10' 36"E	23.88'
L25	S25° 19' 24"W	3.83'
L26	S64° 40' 36"E	50.23'
L27	S87° 10' 12"E	30.74'
L28	N64° 40' 36"W	20.89'
L29	S25° 25' 36"W	8.77'
L30	N64° 34' 24"W	14.80'
L31	N25° 25' 36"E	8.75'
L32	S48° 19' 24"W	22.54'
L33	N41° 40' 36"W	14.80'
L34	N48° 19' 24"E	22.96'
L35	N41° 40' 36"W	10.10'
L36	S56° 39' 31"W	4.64'
L37	S33° 20' 29"E	10.00'
L38	N56° 39' 31"E	4.71'
L39	N87° 01' 22"W	8.68'
L40	N2° 58' 38"E	10.00'
L41	S87° 01' 22"E	8.84'
L42	S48° 31' 06"W	4.37'

PARCEL LINE TABLE		
LINE #	DIRECTION	LENGTH
L43	S41° 28' 54"E	10.00'
L44	N48° 31' 06"E	3.01'
L45	S33° 45' 00"E	27.29'
L46	S2° 49' 24"W	18.56'
L47	N87° 10' 40"W	6.96'
L48	S2° 49' 20"W	10.00'
L49	S87° 10' 40"E	6.96'
L50	N41° 40' 36"W	10.03'
L51	S85° 59' 53"W	13.04'
L52	N3° 36' 51"W	14.79'
L53	N85° 59' 53"E	13.04'
L54	N2° 49' 24"E	41.88'
L55	N87° 18' 06"W	8.90'
L56	N2° 41' 54"E	10.00'
L57	S87° 18' 06"E	8.92'
L58	N87° 21' 44"W	17.86'
L59	N3° 06' 15"E	31.47'
L60	S87° 26' 13"E	18.46'
L61	N4° 25' 19"E	47.30'

RECORD INFORMATION

STATE PLAT CODE:
500-19N-30W-0-07-330-04-1460

SEAL



EASEMENT DEDICATION PLAT
LOT 26
EVERSOLE ADDITION
PLAT RECORD L202241028

PREPARED FOR:
BUF STUDIO

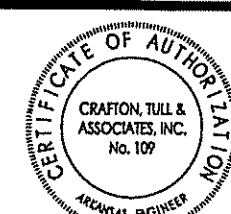
DATE: 10/15/2025
PROJECT NO: 24106800
CONTACT: K MONTGOMERY

901 N. 47th St., Suite 400
Rogers, Arkansas 72756

Crafton Tull

479.436.4838
www.craftontull.com

CERTIFICATE OF AUTHORIZATION



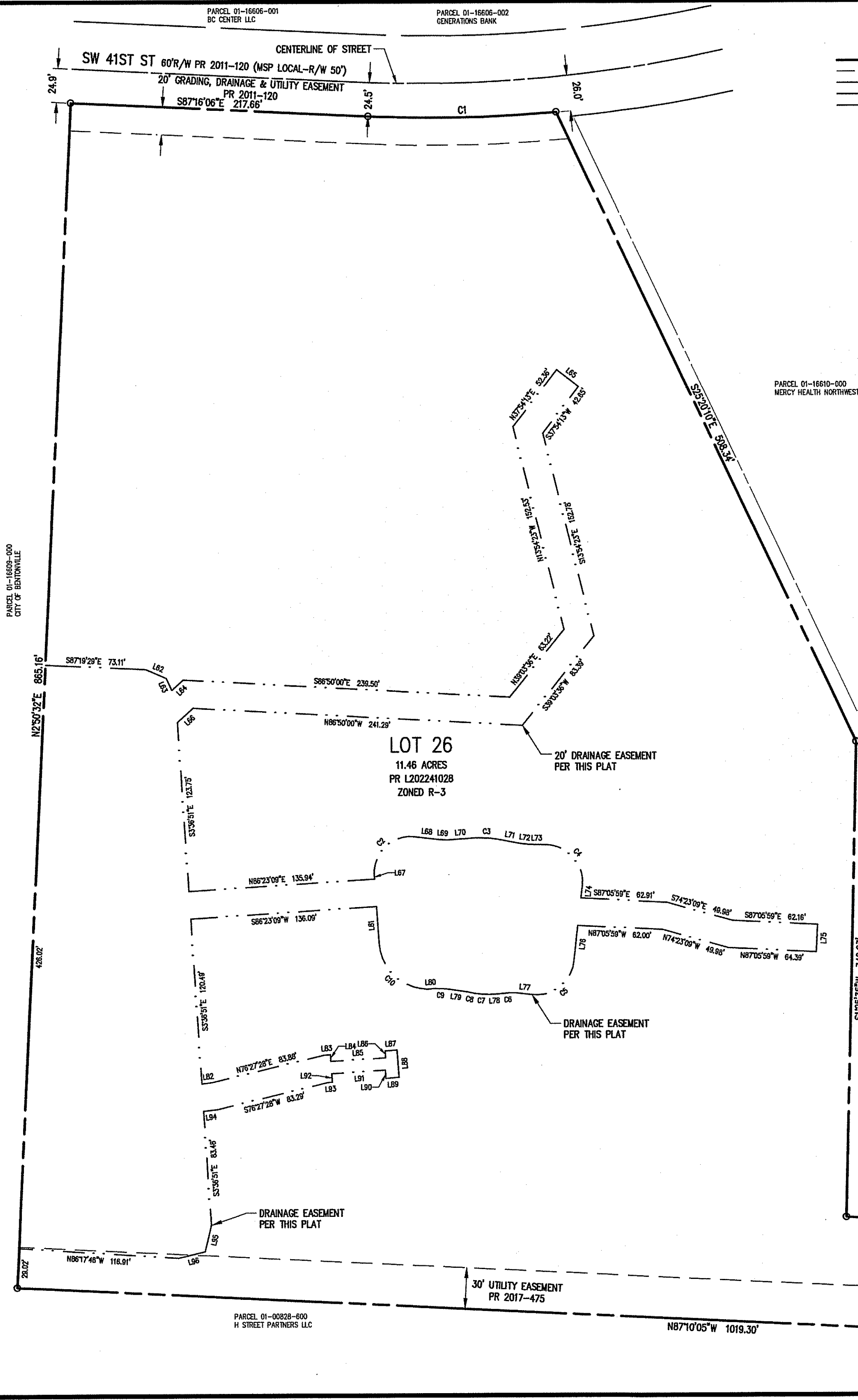
© 2025 Crafton, Tull & Associates, Inc.

DELTA	DESCRIPTION	DATE

SHEET NO.:

2 OF 6

DRAWING: C:\2106800\INFRASTRUCTURE\SURVEY\DWG\2106800 EMT - SHEET 3.DWG
LAST PLOTTED BY: KEVIN MONTGOMERY, 10/15/2025 2:37:44 AM (PLOTTED BY: VAUD ON HARD COPY ONLY)



LEGEND

- FOUND IRON PIN OR PIPE
- PROPERTY LINE
- EASEMENT LINE
- RIGHT OF WAY LINE
- STREET CENTERLINE
- DRAINAGE EASEMENT PER THIS PLAT



GRAPHIC SCALE IN FEET
60' 0 60'

BASIS OF BEARING: ARKANSAS STATE PLANE COORDINATE SYSTEM,
NORTH ZONE, NAD 83 HORIZONTAL DATUM AND NAVD 88 VERTICAL
DATUM DETERMINED BY GPS OBSERVATION ON THE CITY OF
BENTONVILLE CONTROL MONUMENTS USING THEIR PUBLISHED VALUES.
BEARING: GRID
DISTANCE: GRID
CONVERGENCE ANGLE: -01°17'31.03"
COMBINED SCALE FACTOR: 0.99995856
VALUE CALCULATED AT THE FOLLOWING POINT:
N 734385.439 E 658355.419 Z 1298.605

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	137.62'	1030.00'	7°39'20"	N88° 54' 15"E	137.52'
C2	46.70'	28.98'	99°09'13"	N46° 17' 01"E	41.09'
C3	16.83'	72.02'	13°23'13"	S86° 48' 19"E	16.79'
C4	46.17'	27.30'	96°54'01"	S41° 47' 02"E	40.86'
C5	43.47'	27.30'	91°13'54"	S52° 16' 56"W	39.02'
C6	13.08'	76.66'	9°46'26"	S86° 44' 27"W	13.06'
C7	10.71'	112.33'	5°27'47"	N88° 31' 38"W	10.71'
C8	5.90'	72.03'	4°41'45"	N78° 34' 05"W	5.90'
C9	9.06'	171.01'	3°02'03"	N88° 55' 42"W	9.05'
C10	52.69'	35.81'	84°18'05"	N46° 36' 18"W	48.06'

PARCEL LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S2° 37' 00"W	80.00'
L62	S66° 55' 48"E	16.67'
L63	S24° 16' 05"E	9.60'
L64	N47° 29' 19"E	11.02'
L65	S52° 05' 47"E	20.00'
L66	S47° 29' 19"W	15.46'
L67	N4° 02' 09"W	2.68'
L68	S83° 23' 50"E	17.35'
L69	S86° 22' 27"E	6.25'
L70	N86° 27' 10"E	20.72'
L71	S79° 26' 27"E	16.22'
L72	S82° 18' 21"E	6.62'

PARCEL LINE TABLE		
LINE #	DIRECTION	LENGTH
L73	S89° 08' 16"E	11.93'
L74	S6° 39' 59"W	8.77'
L75	S2° 54' 01"W	20.00'
L76	S8° 39' 59"W	28.53'
L77	N83° 34' 33"W	11.03'
L80	S87° 16' 02"W	5.25'
L81	N4° 02' 09"W	27.17'
L82	N82° 44' 12"E	7.87'
L83	N86° 05' 25"E	4.90'
L84	S3° 36' 51"E	4.84'
L85	N86° 23' 09"E	40.08'
L86	N3° 36' 51"W	5.05'

PARCEL LINE TABLE		
LINE #	DIRECTION	LENGTH
L87	N86° 05' 25"E	8.74'
L88	S3° 54' 35"E	20.00'
L89	S86° 05' 25"W	9.59'
L90	N3° 36' 51"W	5.97'
L91	S86° 23' 09"W	39.33'
L92	S3° 36' 51"E	6.17'
L93	S86° 05' 25"W	3.11'
L94	S82° 44' 12"W	10.24'
L95	S13° 50' 31"W	19.74'
L96	S76° 13' 47"W	19.84'

RECORD INFORMATION

STATE PLAT CODE:
500-19N-30W-0-07-330-04-1460

SEAL



EASEMENT DEDICATION PLAT
LOT 26
EVERSOLE ADDITION
PLAT RECORD L202241028

PREPARED FOR:
BUF STUDIO

DATE: 10/15/2025
PROJECT NO: 24106800
CONTACT: K MONTGOMERY

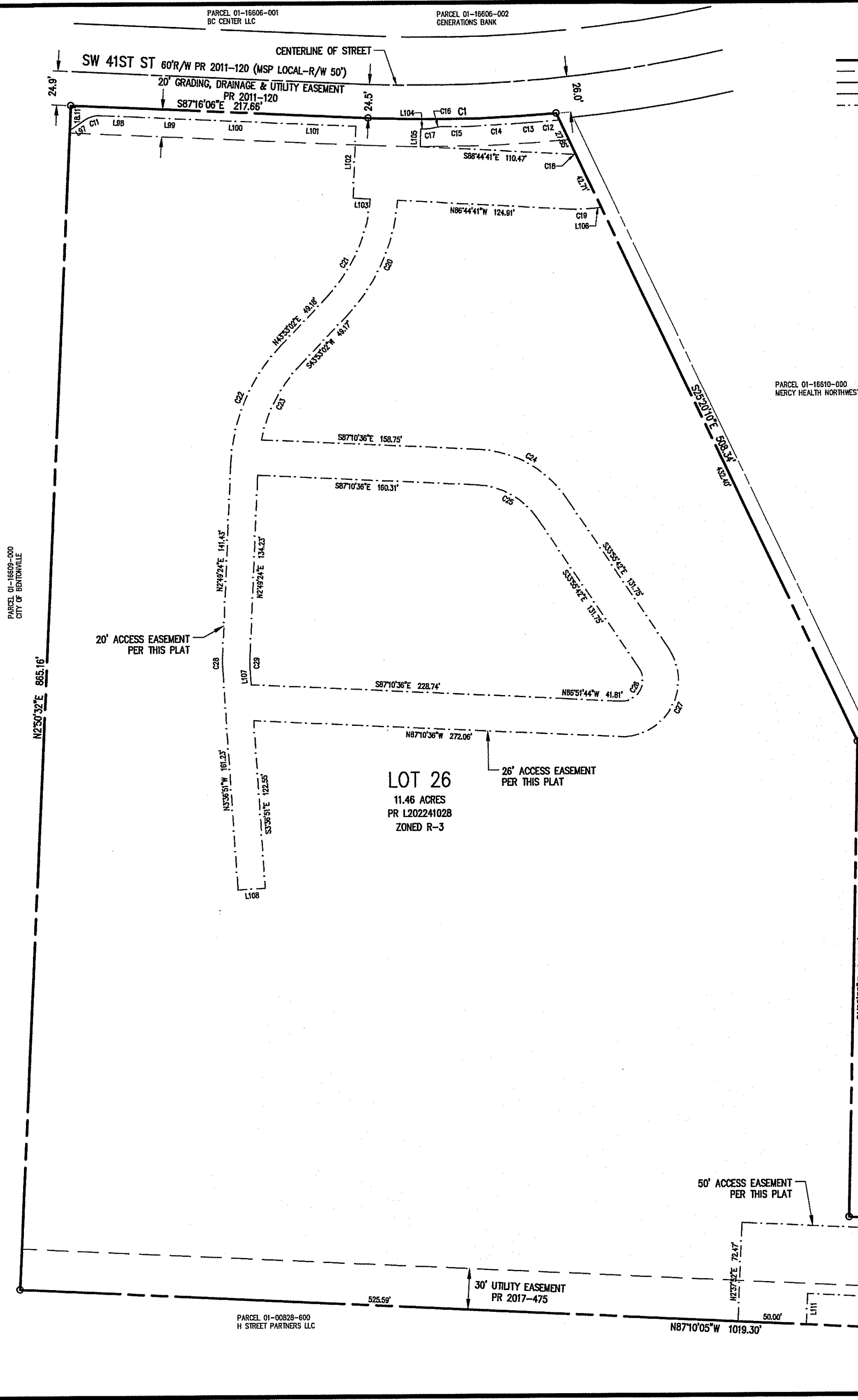
901 N. 47th St., Suite 400
Rogers, Arkansas 72756
Crafton Tull
479.636.4838
www.craftontull.com

CERTIFICATE OF AUTHORIZATION:
CRAFTON TULL & ASSOCIATES, INC.
No. 107
© 2025 Crafton, Tull & Associates, Inc.

DELTA	DESCRIPTION	DATE

SHEET NO.:
3 OF 6

DRAWING: G:\24106800\MCALLEN\INFRASTRUCTURE\SURVEY\DWG\24106800 EXMT - SHEET 4.DWG
LAYOUT: LAYOUT1, LAST SAVED: KM26, 7/27/2023 12:31:12 PM
LAST PLOTTED BY: KEVIN MONTGOMERY, 10/15/2023 10:00:07 AM (PLOTTED BY: VALID ON HARD COPY ONLY)



LEGEND

- FOUND IRON PIN OR PIPE
- PROPERTY LINE
- EASEMENT LINE
- RIGHT OF WAY LINE
- STREET CENTERLINE
- ACCESS EASEMENT PER THIS PLAT



GRAPHIC SCALE IN FEET
60' 0 60'

BASIS OF BEARING: ARKANSAS STATE PLANE COORDINATE SYSTEM,
NORTH ZONE, NAD 83 HORIZONTAL DATUM AND NAVD 88 VERTICAL
DATUM DETERMINED BY GPS OBSERVATION ON THE CITY OF
BENTONVILLE CONTROL MONUMENTS USING THEIR PUBLISHED VALUES.
BEARING: GRID
DISTANCE: GRID
CONVERGENCE ANGLE: -01°17'31.03"
COMBINED SCALE FACTOR: 0.99995856
VALUE CALCULATED AT THE FOLLOWING POINT:
N 734385.439 E 658355.419 Z 1298.605

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	137.62'	1030.00'	7°39'20"	N88° 54' 15"E	137.52'
C11	12.00'	18.50'	3°10'33"	S74° 13' 05"W	11.79'
C12	17.19'	693.90'	1°25'09"	S84° 54' 02"W	17.19'
C13	11.78'	614.87'	1°05'53"	S86° 09' 33"W	11.78'
C14	34.97'	5508.03'	0°21'50"	S86° 53' 24"W	34.97'
C15	22.94'	293.21'	4°28'57"	S89° 18' 47"W	22.93'
C16	4.21'	13.50'	17°52'33"	S82° 37' 00"W	4.19'
C17	8.80'	26.50'	19°01'34"	S83° 11' 31"W	8.76'
C18	3.54'	67.50'	3°00'07"	S88° 14' 44"E	3.54'
C19	19.27'	107.50'	10°16'05"	S88° 07' 17"W	19.24'
C20	93.84'	136.03'	39°31'33"	S24° 10' 40"W	91.99'
C21	79.65'	116.03'	39°19'50"	N24° 16' 48"E	78.09'
C22	96.03'	134.00'	41°03'38"	N23° 21' 13"E	93.99'
C23	62.81'	114.00'	31°33'57"	S28° 06' 04"W	62.01'
C24	77.14'	83.00'	53°14'55"	S60° 33' 09"E	74.39'
C25	52.97'	57.00'	53°14'55"	S60° 33' 09"E	51.09'
C26	34.37'	15.50'	127°03'58"	S29° 36' 17"W	27.75'
C27	87.44'	41.50'	120°43'11"	S26° 25' 54"W	72.14'
C28	8.60'	76.50'	6°26'14"	N0° 23' 43"W	8.59'
C29	6.35'	56.50'	6°26'14"	S0° 23' 43"E	6.34'

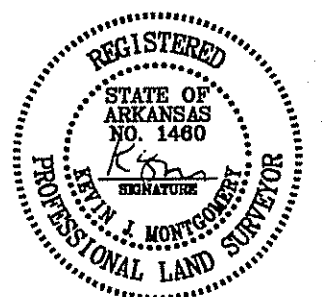
PARCEL LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S2° 37' 00"W	80.00'
L97	S55° 37' 48"W	13.25'
L98	N87° 11' 39"W	27.34'
L99	N87° 18' 04"W	47.42'
L100	N87° 12' 33"W	49.13'
L101	N87° 17' 42"W	63.24'
L102	N2° 19' 22"E	52.37'

PARCEL LINE TABLE		
LINE #	DIRECTION	LENGTH
L103	N86° 44' 41"W	12.48'
L104	N87° 17' 42"W	1.80'
L105	S2° 19' 26"W	12.82'
L106	S82° 59' 15"W	4.89'
L107	N3° 36' 51"W	12.51'
L108	S86° 23' 09"W	20.00'

RECORD INFORMATION

STATE PLAT CODE:
500-19N-30W-0-07-330-04-1460

SEAL



EASEMENT DEDICATION PLAT
LOT 26
EVERSOLE ADDITION
PLAT RECORD L202241028

PREPARED FOR:
BUF STUDIO

DATE: 10/15/2025
PROJECT NO: 24106800
CONTACT: K MONTGOMERY

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

CERTIFICATE OF AUTHORIZATION:



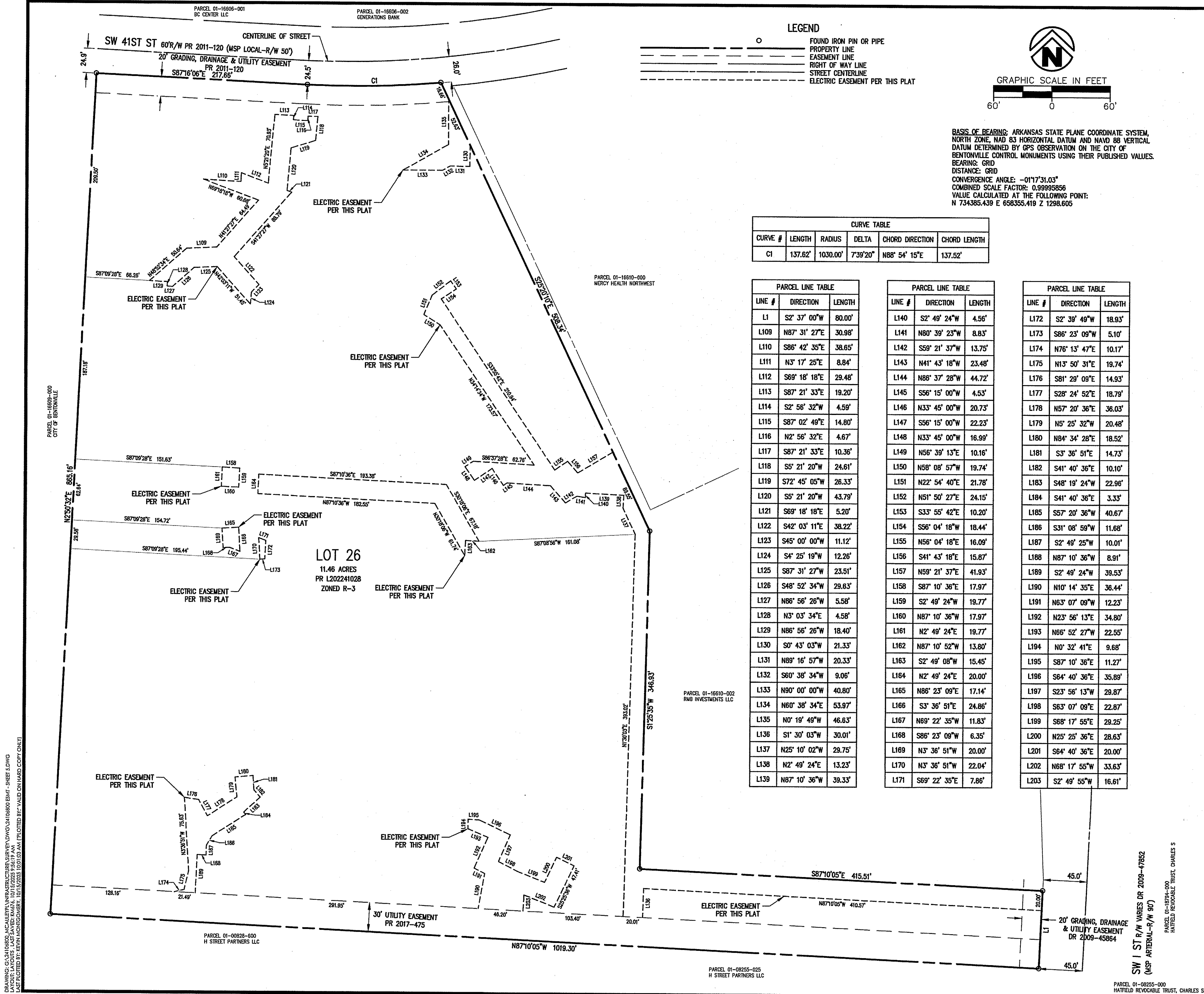
DELTA	DESCRIPTION	DATE

SHEET NO.:

4 OF 6

SW 1 ST R/W VARIES DR 2009-47852
(MSP ARTERIAL-R/W 90')
PARCEL 01-16754-000
HATFIELD REVOCABLE TRUST, CHARLES S

PARCEL 01-08255-000
H STREET PARTNERS LLC



LEGEND

- FOUND IRON PIN OR PIPE
- PROPERTY LINE
- EASEMENT LINE
- RIGHT OF WAY LINE
- STREET CENTERLINE
- ELECTRIC EASEMENT PER THIS PLAT



GRAPHIC SCALE IN FEET



BASIS OF BEARING: ARKANSAS STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NAD 83 HORIZONTAL DATUM AND NAVD 88 VERTICAL DATUM DETERMINED BY GPS OBSERVATION ON THE CITY OF BENTONVILLE CONTROL MONUMENTS USING THEIR PUBLISHED VALUES.
BEARINGS: GRID
DISTANCE: GRID
CONVERGENCE ANGLE: -01°17'31.03"
COMBINED SCALE FACTOR: 0.99998856
VALUE CALCULATED AT THE FOLLOWING POINT:
N 734385.439 E 658355.419 Z 1298.605

CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	137.62'	1030.00'	7°39'20"	N88° 54' 15"E	137.52'

PARCEL LINE TABLE

LINE #	DIRECTION	LENGTH
L1	S2° 37' 00"W	80.00'
L109	N87° 31' 27"E	30.98'
L110	S86° 42' 35"E	38.65'
L111	N3° 17' 25"E	8.84'
L112	S69° 18' 18"E	29.48'
L113	S87° 21' 33"E	19.20'
L114	S2° 56' 32"W	4.59'
L115	S87° 02' 49"E	14.80'
L116	N2° 56' 32"E	4.67'
L117	S87° 21' 33"E	10.36'
L118	S5° 21' 20"W	24.61'
L119	S72° 45' 05"W	26.33'
L120	S5° 21' 20"W	43.79'
L121	S69° 18' 18"E	5.20'
L122	S42° 03' 11"E	38.22'
L123	S45° 00' 00"W	11.12'
L124	S4° 25' 19"W	12.26'
L125	S87° 31' 27"W	23.51'
L126	S48° 52' 34"W	29.63'
L127	N86° 56' 26"W	5.58'
L128	N3° 03' 34"E	4.58'
L129	N86° 56' 26"W	18.40'
L130	S0° 43' 03"W	21.33'
L131	N89° 16' 57"W	20.33'
L132	S60° 38' 34"W	9.06'
L133	N90° 00' 00"W	40.80'
L134	N60° 38' 34"E	53.97'
L135	N0° 19' 49"W	46.63'
L136	S1° 30' 03"W	30.01'
L137	N25° 10' 02"W	29.75'
L138	N2° 49' 24"E	13.23'
L139	N87° 10' 36"W	39.33'

PARCEL LINE TABLE

LINE #	DIRECTION	LENGTH
L140	S2° 49' 24"W	4.56'
L141	N80° 39' 23"W	8.83'
L142	S59° 21' 37"W	13.75'
L143	N41° 43' 18"W	23.48'
L144	N86° 37' 28"W	44.72'
L145	S56° 15' 00"W	4.53'
L146	N33° 45' 00"W	20.73'
L147	S56° 15' 00"W	22.23'
L148	N33° 45' 00"W	16.99'
L149	N56° 39' 13"E	10.16'
L150	N58° 08' 57"W	19.74'
L151	N22° 54' 40"E	21.78'
L152	N51° 50' 27"E	24.15'
L153	S33° 55' 42"E	10.20'
L154	S56° 04' 18"W	18.44'
L155	N56° 04' 18"E	16.09'
L156	S41° 43' 18"E	15.87'
L157	N59° 21' 37"E	41.93'
L158	S87° 10' 36"E	17.97'
L159	S2° 49' 24"W	19.77'
L160	N87° 10' 36"W	17.97'
L161	N2° 49' 24"E	19.77'
L162	N87° 10' 52"W	13.80'
L163	S2° 49' 08"W	15.45'
L164	N2° 49' 24"E	20.00'
L165	N86° 23' 09"E	17.14'
L166	S3° 36' 51"E	24.86'
L167	N69° 22' 35"W	11.83'
L168	S86° 23' 09"W	6.35'
L169	N3° 36' 51"W	20.00'
L170	N3° 36' 51"W	22.04'
L171	S69° 22' 35"E	7.86'

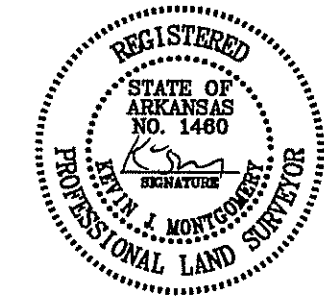
PARCEL LINE TABLE

LINE #	DIRECTION	LENGTH
L172	S2° 39' 49"W	18.93'
L173	S86° 23' 09"W	5.10'
L174	N76° 13' 47"E	10.17'
L175	N13° 50' 31"E	19.74'
L176	S81° 29' 09"E	14.93'
L177	S28° 24' 52"E	18.79'
L178	N57° 20' 36"E	36.03'
L179	N5° 25' 32"W	20.48'
L180	N84° 34' 28"E	18.52'
L181	S3° 36' 51"E	14.73'
L182	S41° 40' 36"E	10.10'
L183	S48° 19' 24"W	22.96'
L184	S41° 40' 36"E	3.33'
L185	S57° 20' 36"W	40.67'
L186	S31° 08' 59"W	11.68'
L187	S2° 49' 25"W	10.01'
L188	N87° 10' 36"W	8.91'
L189	S2° 49' 24"W	39.53'
L190	N10° 14' 35"E	36.44'
L191	N63° 07' 09"W	12.23'
L192	N23° 56' 13"E	34.80'
L193	N66° 52' 27"W	22.55'
L194	N0° 32' 41"E	9.68'
L195	S87° 10' 36"E	11.27'
L196	S64° 40' 36"E	35.89'
L197	S23° 56' 13"W	29.87'
L198	S63° 07' 09"E	22.87'
L199	S68° 17' 55"E	29.25'
L200	N25° 25' 36"E	28.63'
L201	S64° 40' 36"E	20.00'
L202	N68° 17' 55"W	33.63'
L203	S2° 49' 55"W	16.61'

RECORD INFORMATION

STATE PLAT CODE:
500-19N-30W-0-07-330-04-1460

SEAL



EASEMENT DEDICATION PLAT
LOT 26
EVERSOLE ADDITION
PLAT RECORD L202241028

PREPARED FOR:
BUF STUDIO

DATE: 10/15/2025
PROJECT NO: 24106800
CONTACT: K. MONTGOMERY

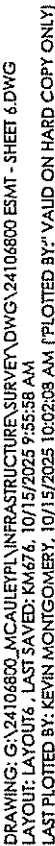
901 N. 47th St., Suite 400
Rogers, Arkansas 72756
479.636.4838
www.craftontull.com
Crafton Tull

CERTIFICATE OF AUTHORIZATION
CRAFTON, TULL & ASSOCIATES, INC.
No. 107
© 2025 Crafton, Tull & Associates, Inc.

DELTA	DESCRIPTION	DATE

SHEET NO.:

DRAWING: G:\24106800\MCALUPT\INSTR\STRUCTURES\DWG\24106800 EBMF - SHEET 5.DWG
LAYOUT: LAYOUTS, LAST SAVED: KM/6, 10/15/2025 9:56:19 AM
LAST PLOTTED BY: KEVIN MONTGOMERY, 10/15/2025 10:01:03 AM PLOTTED BY: VALID ON HARD COPY ONLY



SHEET NO.: 6 OF 6



September 29th, 2025

The City of Bentonville Planning Department
3200 SW Municipal Drive
Bentonville, AR 72712

RE: McAuley Place
CTA Job No. 24106800
LSD22-0066

This letter accompanies the first submittal of the easement dedication plat for the McAuley Place LSD. This plat encompasses all easements being proposed in conjunction with this development.

Sincerely,
Crafton Tull & Associates

Evan McMahon, P.E.

ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING AN EASEMENT DEDICATION PLAT OF LOT 26 OF
EVERSOLE ADDITION DEDICATING NEW EASEMENTS TO THE CITY OF
BENTONVILLE, ARKANSAS; AND FOR OTHER PURPOSES.**

(PROJECT NUMBER: LSD22-0066)

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the EASEMENT DEDICATION PLAT of LOT 26 OF EVERSOLE ADDITION creating new EASEMENT DEDICATIONS to the City of Bentonville, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on November 4, 2025;

WHEREAS, said easement plat is attached hereto as Exhibit “A”;

WHEREAS, the Bentonville Planning Commission considered said easement plat on the date stated, and at other times, and voted to recommend the approval of said easement plat to the City Council; and

WHEREAS, the easement plat of real property as described herein has been submitted to the City Council of the City of Bentonville and, after consideration and deliberation, said Council is of the opinion that said easement plat should be approved.

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

Section 1: That the easement plat of LOT 26 OF EVERSOLE ADDITION creating new EASEMENT DEDICATIONS 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 easement plat by certifying said acceptance on the approved easement plat;

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

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

PASSED AND APPROVED this _____ day of _____, 2025.

APPROVED:

ATTEST:

Stephanie Orman, Mayor

Malorie Marrs, City Clerk



Consent Agenda Item

For the City Council meeting on November 10, 2025

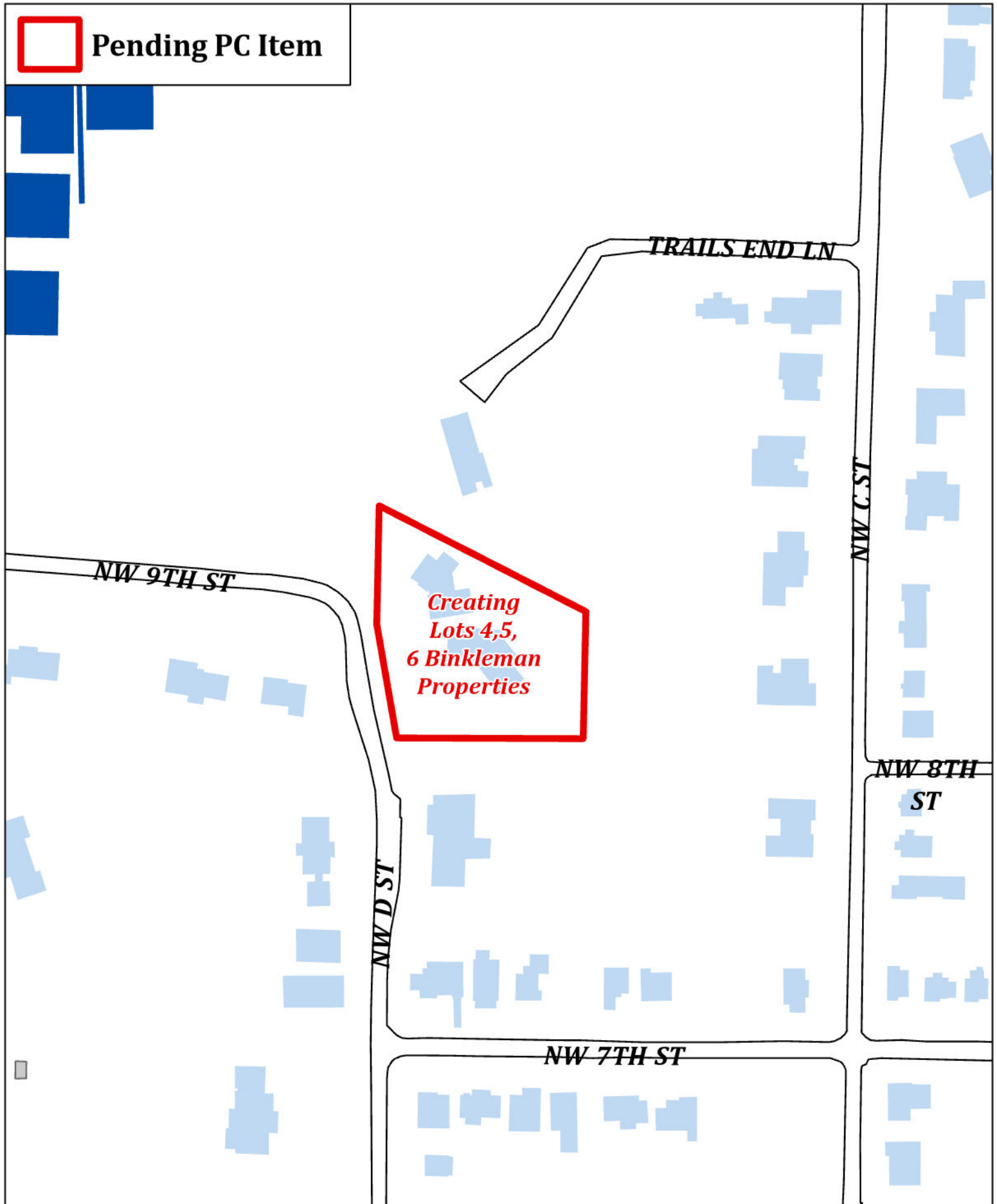
Details

Lot Split: Lots 2 & 3 of Binkleman Property, Creating Lots 4, 5, 6, & 7 of Binkleman Property. 800 & 802 Northwest D Street, DN-2, Downtown Medium Density Residential, LS25-0031.

A Lot Split of Lots 2 and 3 of Binkleman Property, Creating Lots 4, 5, 6, and 7 of Binkleman Property. A variable width access easement is being dedicated within parts of Lots 5 and 6. A 10-foot-wide utility easement is also being dedicated along the west property line of all four lots.



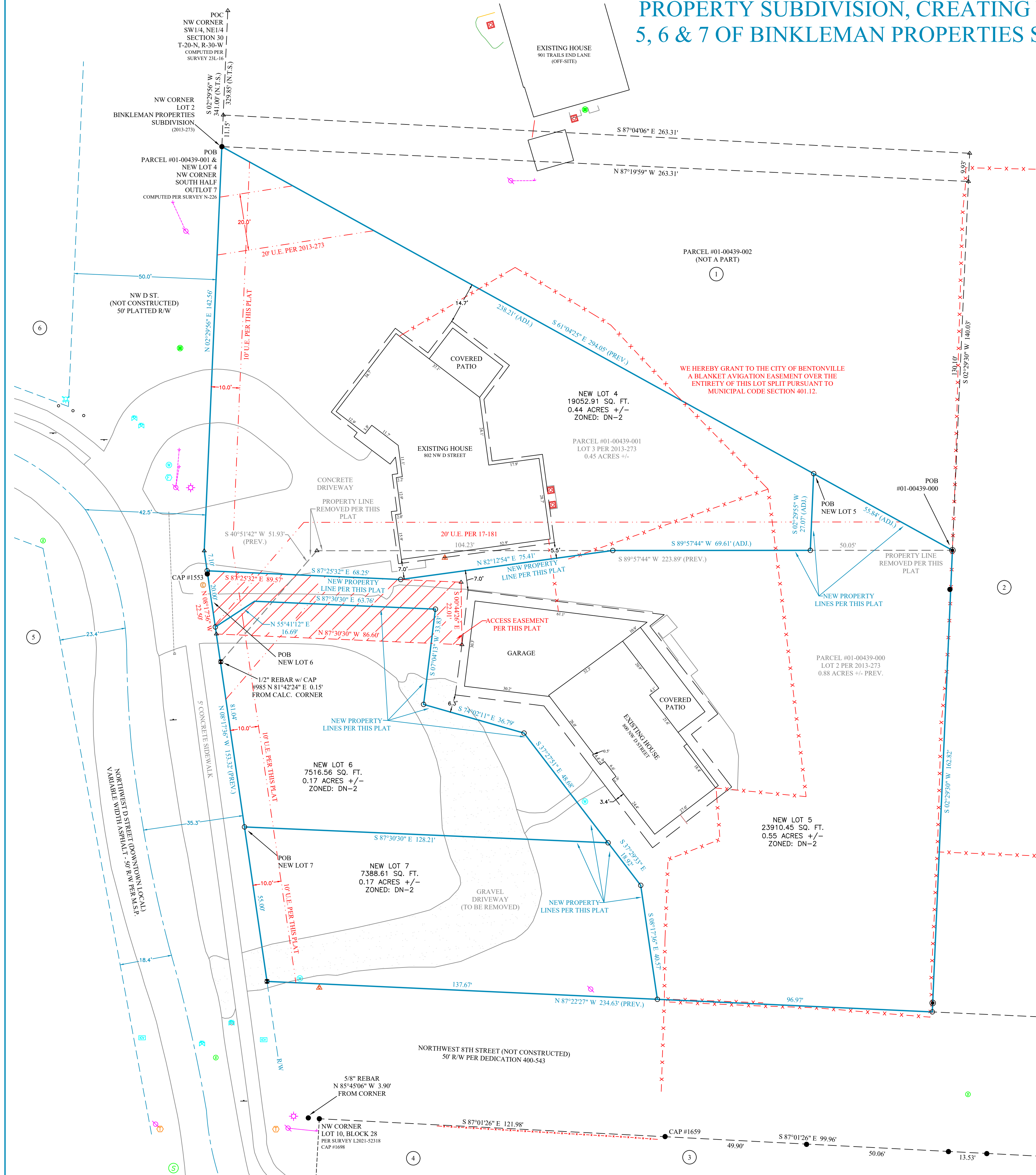
Pending PC Item



LS25-0031
Creating Lots 4,5,6 Binkleman Property
800 & 802 NW D St



LOT SPLIT OF LOTS 2 & 3 IN BINKLEMAN
PROPERTY SUBDIVISION, CREATING NEW LOTS 4,
5, 6 & 7 OF BINKLEMAN PROPERTIES SUBDIVISION



- ADJACENT LAND OWNERS**
- 1) MIDDLETON REVOCABLE LIVING TRUST-ROBERT B & TRINA M
901 TRAILS END LN
BENTONVILLE, AR
PARCEL #01-00439-002
LOT 42, BINKLEMAN PROPERTY
ZONED: R-1
- 2) CHILDERS JOINT TRUST-NEAL G & BONNIE A
803 NW C ST
BENTONVILLE, AR 72712
PARCEL #01-00433-000
ZONED: R-1
- 3) CHILDERS JOINT TRUST-NEAL G & BONNIE A
OFF NW C ST
BENTONVILLE, AR
PARCEL #01-02323-000
LOTS 4, 5, 6, 7 & 8, DEMING'S 2ND ADD
ZONED: R-1
- 4) LOCKWOOD REVOCABLE TRUST-STEVEN A & LISA L
704 NW D ST
BENTONVILLE, AR
PARCEL #01-02324-000
LOT 21, DEMING'S 2ND ADD
ZONED: R-1
- 5) KNOX FAMILY TRUST-JENNIE N
501 NW 9TH ST
BENTONVILLE, AR
PARCEL #01-00461-000
ZONED: R-1
- 6) BENTONVILLE SCHOOL DISTRICT
1102 BELLA VISTA RD
BENTONVILLE, AR
PARCEL #01-16636-000
BENTONVILLE SCHOOL TRACT C
ZONED: R-1
- REFERENCE DOCUMENTS:**
- 1) FINAL PLAT OF NELAGONEY GLEN SUBDIVISION FILED IN BOOK L2024 AT PAGE 37758
2) FINAL PLAT OF BLACK ADDITION FILED IN BOOK 20 AT PAGE 237
3) FINAL PLAT OF DEMINGS 2ND ADDITION FILED IN BOOK B AT PAGE 24
4) PLAT OF SURVEY FILED IN BOOK R AT PAGE 150
5) PLAT OF SURVEY FILED IN BOOK R AT PAGE 167
6) PLAT OF SURVEY FILED IN BOOK B AT PAGE 248
7) PLAT OF SURVEY FILED IN BOOK 14 AT PAGE 278
8) PLAT OF SURVEY FILED IN BOOK 13 AT PAGE 79
9) PLAT OF SURVEY FILED IN BOOK 16 AT PAGE 127
10) PLAT OF SURVEY FILED IN BOOK P3 AT PAGE 46
11) PLAT OF SURVEY FILED IN BOOK 2008 AT PAGE 232
12) PLAT OF SURVEY FILED IN BOOK 2013 AT PAGE 350
13) PLAT OF SURVEY FILED IN BOOK 1 AT PAGE 180
14) PLAT OF SURVEY FILED IN BOOK J AT PAGE 57
15) PLAT OF SURVEY FILED IN BOOK 17 AT PAGE 181
16) PLAT OF SURVEY FILED IN BOOK 23L AT PAGE 16
17) PLAT OF SURVEY FILED IN BOOK 2011 AT PAGE 252
18) PLAT OF SURVEY FILED IN BOOK 2021 AT PAGE 52318
19) PLAT OF SURVEY FILED IN BOOK 2013 AT PAGE 350
20) PLAT OF SURVEY FILED IN BOOK 2 AT PAGE 142
21) PLAT OF SURVEY FILED IN BOOK J AT PAGE 72
22) PLAT OF SURVEY FILED IN BOOK 2006 AT PAGE 196
23) PLAT OF SURVEY FILED IN BOOK 2023 AT PAGE 3608
24) PLAT OF SURVEY FILED IN BOOK N AT PAGE 226
25) PLAT OF SURVEY FILED IN BOOK 2013 AT PAGE 273
26) PLAT OF SURVEY FILED IN BOOK 22 AT PAGE 21
27) PLAT OF SURVEY FILED IN BOOK 24 AT PAGE 82
28) PLAT OF SURVEY FILED IN BOOK J AT PAGE 196
29) PLAT OF SURVEY FILED IN BOOK 2006 AT PAGE 196
30) PLAT OF SURVEY FILED IN BOOK L2023 AT PAGE 3608
31) PLAT OF SURVEY FILED IN BOOK 2 AT PAGE 217
32) PLAT OF SURVEY FILED AS STATE DOCUMENT #20130220007
33) PLAT OF SURVEY FILED AS STATE SURVEY DOCUMENT #20170327753
34) PLAT OF SURVEY FILED AS STATE SURVEY DOCUMENT #202202014640
35) PLAT OF SURVEY FILED AS STATE SURVEY DOCUMENT #001745
36) PLAT OF SURVEY DATED 09/14/07, PREPARED BY BATES & ASSOCIATES FOR JANET CHERRY, JOB #07-235
37) PLAT OF SURVEY DATED 10/20/21, PREPARED BY BATES & ASSOCIATES FOR JOHN WOLFE, JOB #21-331
38) PLAT OF SURVEY DATED 10/29/24, PREPARED BY BATES & ASSOCIATES FOR MODUS STUDIO, JOB #24-230
39) WARRANTY DEED FILED IN BOOK 94 AT PAGE 53510
40) WARRANTY DEED FILED IN BOOK 2003 AT PAGE 127
41) WARRANTY DEED FILED IN BOOK 2008 AT PAGE 1842
42) WARRANTY DEED FILED IN BOOK 2008 AT PAGE 19523
43) WARRANTY DEED FILED IN BOOK L2010 AT PAGE 56445
44) WARRANTY DEED FILED IN BOOK L2020 AT PAGE 2272
45) WARRANTY DEED FILED IN BOOK L2021 AT PAGE 45461
46) WARRANTY DEED FILED IN BOOK L2022 AT PAGE 49973
47) WARRANTY DEED FILED IN BOOK L2022 AT PAGE 80183
48) AFFIDAVIT FILED IN BOOK L2017 AT PAGE 60403
49) DEDICATION FILED IN BOOK 400 AT PAGE 543
50) DEDICATION FILED IN BOOK 2009 AT PAGE 6248
51) OUTLAIM DEED FILED IN BOOK L2019 AT PAGE 45116
52) RIGHT-OF-WAY GRANT FILED IN BOOK 516 AT PAGE 755
53) WARRANTY DEED FILED IN BOOK L2025 AT PAGE 8941
54) WARRANTY DEED FILED IN BOOK L2025 AT PAGE 8942

FIELD WORK:
FEBRUARY 11, 12, 13, 14 & 17, 2025
MARCH 7, 2025

ATLAS PAGE:
361

BASIS OF BEARING:
GPS OBSERVATION - AR NORTH ZONE
NAD83(2011) HORIZONTAL DATUM

PROPERTY ZONED:
DN-2
-COB MUNICIPAL AIRPORT ZONE 4

BUILDING SETBACK NOTE:
SETBACKS SHALL BE PER THE CURRENT ZONING DISTRICT AS STATED IN THE MOST RECENT CITY OF BENTONVILLE ZONING CODE. FOR MORE INFO VISIT www.bentonvilleplanning.com OR CALL THE PLANNING DEPARTMENT @ 479-271-3122

FLOOD CERTIFICATION:
NO PORTION OF THIS PROPERTY IS LOCATED WITHIN FLOOD ZONE "A" OR "AE" AS DETERMINED BY THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP FOR BENTON COUNTY, ARKANSAS.
(FIRM PANEL #05007C00901, DATED 9/28/2007)

SURVEY DESCRIPTIONS:

PREVIOUS PARCEL #01-00439-001:
LOT 3 OF THE BINKLEMAN PROPERTY SUBDIVISION AS SHOWN ON SURVEY 2013-273, AND ALSO A PART OF THE SOUTH HALF OF OUT LOT 7, ORIGINAL TOWN OF BENTONVILLE, BENTON COUNTY ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT: BEGINNING AT A POINT IN THE EAST RIGHT-OF-WAY OF NORTHWEST D STREET WHICH IS S02°29'56"W 341.00' FROM THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 20 NORTH, RANGE 30 WEST, AND RUNNING THENCE S61°04'25"E 294.05' TO AN EXISTING PIPE, THENCE S89°57'44"W 69.61' 223.89', THENCE S40°51'42"W 51.93' TO AN EXISTING REBAR ON THE EAST RIGHT-OF-WAY OF NORTHWEST D STREET, THENCE ALONG SAID RIGHT-OF-WAY N08°17'36"W 39.64', THENCE CONTINUING ALONG SAID RIGHT-OF-WAY N02°29'56"E 142.56' TO THE POINT OF BEGINNING, CONTAINING 0.45 ACRES, MORE OR LESS. SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

PREVIOUS PARCEL #01-00439-000:
LOT 2 OF THE BINKLEMAN PROPERTY SUBDIVISION AS SHOWN ON SURVEY 2013-273, AND ALSO A PART OF THE SOUTH HALF OF OUT LOT 7, ORIGINAL TOWN OF BENTONVILLE, BENTON COUNTY ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT: BEGINNING AT A POINT IN THE EAST RIGHT-OF-WAY OF NORTHWEST D STREET WHICH IS S02°29'56"W 341.00' FROM THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 20 NORTH, RANGE 30 WEST, AND RUNNING THENCE S61°04'25"E 238.21', THENCE S02°29'55"W 27.07', THENCE S89°57'44"W 69.61', THENCE S82°12'28"E 75.41', THENCE N87°30'30"W 68.23' TO THE EAST RIGHT-OF-WAY OF NORTHWEST D STREET, THENCE ALONG SAID RIGHT-OF-WAY N08°17'36"W 7.10', THENCE CONTINUING ALONG SAID RIGHT-OF-WAY N02°29'56"E 142.56' TO THE POINT OF BEGINNING, CONTAINING 0.44 ACRES, MORE OR LESS. SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

NEW LOT 4:
A PART OF LOTS 2 AND 3 OF THE BINKLEMAN PROPERTY SUBDIVISION AS SHOWN ON SURVEY 2013-273, AND ALSO A PART OF THE SOUTH HALF OF OUT LOT 7, ORIGINAL TOWN OF BENTONVILLE, BENTON COUNTY ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT: BEGINNING AT A POINT IN THE EAST RIGHT-OF-WAY OF NORTHWEST D STREET WHICH IS S02°29'56"W 341.00' FROM THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 20 NORTH, RANGE 30 WEST, AND RUNNING THENCE S61°04'25"E 238.21', THENCE S02°29'55"W 27.07', THENCE S89°57'44"W 69.61', THENCE S82°12'28"E 75.41', THENCE N87°30'30"W 68.23' TO THE EAST RIGHT-OF-WAY OF NORTHWEST D STREET, THENCE ALONG SAID RIGHT-OF-WAY N08°17'36"W 7.10', THENCE CONTINUING ALONG SAID RIGHT-OF-WAY N02°29'56"E 142.56' TO THE POINT OF BEGINNING, CONTAINING 0.44 ACRES, MORE OR LESS. SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

NEW LOT 5:
A PART OF LOTS 2 AND 3 OF THE BINKLEMAN PROPERTY SUBDIVISION AS SHOWN ON SURVEY 2013-273, AND ALSO A PART OF THE SOUTH HALF OF OUT LOT 7, ORIGINAL TOWN OF BENTONVILLE, BENTON COUNTY ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT: BEGINNING AT A POINT IN THE EAST RIGHT-OF-WAY OF NORTHWEST D STREET WHICH IS S02°29'56"W 341.00' FROM THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 20 NORTH, RANGE 30 WEST, AND RUNNING THENCE S61°04'25"E 238.21', THENCE S02°29'55"W 27.07', THENCE S89°57'44"W 69.61', THENCE S82°12'28"E 75.41', THENCE N87°30'30"W 68.23' TO THE EAST RIGHT-OF-WAY OF NORTHWEST D STREET, THENCE ALONG SAID RIGHT-OF-WAY N08°17'36"W 7.10', THENCE CONTINUING ALONG SAID RIGHT-OF-WAY N02°29'56"E 142.56' TO THE POINT OF BEGINNING, CONTAINING 0.44 ACRES, MORE OR LESS. SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

NEW LOT 6:
A PART OF LOT 2 OF THE BINKLEMAN PROPERTY SUBDIVISION AS SHOWN ON SURVEY 2013-273, AND ALSO A PART OF THE SOUTH HALF OF OUT LOT 7, ORIGINAL TOWN OF BENTONVILLE, BENTON COUNTY ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT: BEGINNING AT A POINT IN THE EAST RIGHT-OF-WAY OF NORTHWEST D STREET WHICH IS S02°29'56"W 341.00' FROM THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 20 NORTH, RANGE 30 WEST, AND RUNNING THENCE S87°30'30"E 128.21', THENCE S07°08'59"W 32.24', THENCE S82°52'57"E 36.51', THENCE S37°17'57"E 57.96', THENCE N82°52'57"E 36.51', THENCE N07°08'59"E 32.24', THENCE N87°30'30"W 57.24' TO THE EAST RIGHT-OF-WAY OF NORTHWEST D STREET, THENCE ALONG SAID RIGHT-OF-WAY N08°17'36"W 81.04' TO THE POINT OF BEGINNING, CONTAINING 0.17 ACRES, MORE OR LESS. SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

NEW LOT 7:
A PART OF LOT 2 OF THE BINKLEMAN PROPERTY SUBDIVISION AS SHOWN ON SURVEY 2013-273, AND ALSO A PART OF THE SOUTH HALF OF OUT LOT 7, ORIGINAL TOWN OF BENTONVILLE, BENTON COUNTY ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT: BEGINNING AT A POINT IN THE EAST RIGHT-OF-WAY OF NORTHWEST D STREET WHICH IS S02°29'56"W 341.00' FROM THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 20 NORTH, RANGE 30 WEST, AND RUNNING THENCE S87°30'30"E 128.21', THENCE S07°08'59"W 32.24', THENCE S82°52'57"E 36.51', THENCE S37°17'57"E 57.96', THENCE N82°52'57"E 36.51', THENCE N07°08'59"E 32.24', THENCE N87°30'30"W 57.24' TO THE EAST RIGHT-OF-WAY OF NORTHWEST D STREET, THENCE ALONG SAID RIGHT-OF-WAY N08°17'36"W 55.00', TO THE POINT OF BEGINNING, CONTAINING 0.17 ACRES, MORE OR LESS. SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

PLAT NOTES:

1) SOME FEATURES AND/OR SYMBOLS ON THIS PLAT MAY BE SHOWN OUT OF SCALE FOR VISUAL CLARITY.

2) THE LOCATION OF UTILITIES SHOWN HEREON ARE FROM OBSERVED RECORDS OF ABOVE GROUND APPURTENANCES, GIS, AND/OR UTILITY MAPS PROVIDED BY LOCAL UTILITY COMPANIES. NOT ALL UTILITY COMPANIES MAY HAVE RESPONDED TO OURS REQUEST FOR MAPS AND/OR INFORMATION. ALL UTILITY LINES APPEARING ON THIS PLAT, AS WELL AS THOSE THAT MAY EXIST UNDERGROUND NEED TO BE VERIFIED PRIOR TO DOING ANY TYPE OF EXCAVATION OR DESIGN. SOME UTILITY LINES MAY ALSO EXIST THAT WERE NOT SHOWN ON THIS PLAT.

3) SIDEWALKS SHALL BE THE RESPONSIBILITY OF THE BUILDER/OWNER AT TIME OF BUILDING PERMIT ISSUANCE. ALL SIDEWALKS SHALL BE INSTALLED BY THE TIMEFRAMES SET FORTH IN 900.08 OF THE STREET SPECIFICATIONS.

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

5) 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.

6) THERE MAY NOT BE ANY FENCES OR ANY OTHER STRUCTURES BUILT IN ANY DRAINAGE EASEMENTS.

7) THERE ARE NO WAIVERS, VARIANCES, OR CONDITIONAL USES BEING REQUESTED WITH THIS PROJECT.

8) 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.

BEUD NOTES:

1. OWNER TO CONTACT NEW SERVICE COORDINATOR (271-3139) TO DISCUSS ELECTRIC SERVICE PRIOR TO BEGINNING ANY CONSTRUCTION. FAILURE TO CONTACT BEUD PRIOR TO CONSTRUCTION WILL RESULT IN DELAYS TO GET ELECTRIC SERVICE.

2. BEUDS STANDARD PRACTICE IS TO PLACE UNDERGROUND EQUIPMENT (TRANSFORMERS, SECONDARY PEDESTALS, JUNCTION BOXES, ETC) ON THE LOT LINE OF A DEVELOPMENT. ANY ADJUSTMENTS TO THE PROPERTY LINE THAT RESULT IN OUR EQUIPMENT NOT BEING ON THE LOT LINE WILL REQUIRE THE DEVELOPER TO PAY FOR THE COST OF BEUD TO RELOCATE THE EQUIPMENT TO THE LOT LINE.

3. ALL STRUCTURES SHALL MAINTAIN MINIMUM OF 20' CLEARANCES FROM ALL ELECTRIC LINES.

4. IT IS THE RESPONSIBILITY OF THE DEVELOPER TO COORDINATE WITH THE NEW SERVICE COORDINATOR @ 479-271-3139 TO DETERMINE IF EQUIPMENT IS IN CONFLICT.

5. IT IS THE RESPONSIBILITY OF THE DEVELOPER TO PAY FOR ANY COSTS ASSOCIATED WITH MOVING OF EQUIPMENT. THIS INCLUDES BUT IS NOT LIMITED TO ANY COSTS ASSOCIATED WITH LOSS OF EQUIPMENT (WIRE AND ELBOWS) AND LABOR AND MATERIAL TO MOVE THE EQUIPMENT TO THE NEW LOT LINE.

CERTIFICATE OF AUTHORIZATION
BATES & ASSOCIATES, INC.
#335
PLANNING ENGINEER

GRAPHIC SCALE (IN FEET)
1 inch = 100ft.
STATE RECORDING NUMBER:
500-20N-30W-03-30-10-40-1642

I HEREBY CERTIFY THIS TO BE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF ON THIS THE 7TH DAY OF MARCH, 2025.

REGISTERED
STATE OF ARKANSAS
NO. 442
DRAFTER
DERRICK L. THOMAS
PROFESSIONAL LAND SURVEYOR

IF THE SIGNATURE ON THIS SEAL IS NOT AN ORIGINAL AND NOT BLUE IN COLOR THEN IT SHOULD BE ASSUMED THAT THIS PLAT MAY HAVE BEEN ALTERED. THE ABOVE CERTIFICATION SHALL NOT APPLY TO ANY COPY THAT DOES NOT BEAR AN ORIGINAL SEAL AND SIGNATURE.

VICINITY MAP

VICINITY MAP NOT TO SCALE
BENTONVILLE PROJECT #LS25-0031

FOR USE AND BENEFIT OF:
MARK HANEY
ADDRESS: 800 NORTHWEST D STREET
BENTONVILLE, ARKANSAS
DATE: 10/14/25 SCALE: 1"=40'
LOCATION: SECTION: 30 SURVEYED: RW, JRCH
TOWNSHIP: 20 NORTH DRAFTED: BA
RANGE: 30 WEST REVIEWED: DT
COA #1335

BATES
Engineers - Surveyors
7230 S. Pleasant Ridge Dr - Fayetteville, Arkansas 72704 - 479.442.9350
BATES & ASSOCIATES, INC. Copyright 2025
This survey was conducted for the person or persons whose name(s) appear on this plat. This plat is prepared by copyright. No one including the person(s) named may reproduce this plat without the express written consent of Bates & Associates, Inc. Surveyors bear no responsibility for any errors or omissions in this survey, or any other fact which a competent and accurate title search may disclose. Any fraud or intentional misstatement of fact by the surveyor or any other person is the responsibility of the surveyor and not of Bates & Associates, Inc. Bates & Associates, Inc. is not responsible for the correctness of the various state maps, furthermore the above statement does not represent the opinion of Bates & Associates, Inc. of the probability of flooding.

Location Map:
R-30-W
T-20-N
30

LEGEND:
THESE STANDARD SYMBOLS WILL BE FOUND IN THE DRAWINGS:
● FOUND 5/8" REBAR
○ SET 5/8" REBAR/CAP
● FOUND PIPE
● FOUND 1/2" REBAR
● BOLLARD
● COMPUTED POINT
● CABLE PEDESTAL
● AC CONDENSER UNIT
● LIGHT
● POWER POLE
● GUY ANCHOR
● GAS METER
● CLEANOUT
● SANITARY SEWER MH
● TELEPHONE PEDESTAL
● YARD HYDRANT
● WATER METER
● FIRE HYDRANT
● WATER VALVE
● IRRIG. CONT. VALVE
● SIGN
● ADJ. LAND OWNER
--- BOUNDARY LINE (MEASURED)
--- BOUNDARY LINE (EXISTING)
--- FORTY LINE (FE LINE)
--- CENTERLINE OF ROAD
--- RIGHT-OF-WAY
--- GUY WIRE
--- FENCE
--- INGRESS & EGRESS EASEMENT
--- UTILITY EASEMENT
--- BUILDING SETBACK

SUBMITTAL	DATE
SUBMITTAL #1	08/19/25
SUBMITTAL #2	08/29/25
SUBMITTAL #3	09/19/25
SUBMITTAL #4	10/14/25

North Arrow

ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A LOT SPLIT OF LOTS 2 & 3 OF BINKLEMAN
PROPERTY CREATING NEW LOTS 4 – 7 OF BINKLEMAN PROPERTY TO THE
CITY OF BENTONVILLE, ARKANSAS; AND FOR OTHER PURPOSES.
(PROJECT NUMBER: LS25-0031)**

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the lot split of LOTS 2 & 3 OF BINKLEMAN PROPERTY creating new LOTS 4 – 7 OF BINKLEMAN PROPERTY, to the City of Bentonville, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on November 4, 2025;

WHEREAS, said lot split is attached hereto as Exhibit “A”;

WHEREAS, the Bentonville Planning Commission considered said lot split on the date stated, and at other times, and voted to recommend the approval of said lot split to the City Council; and

WHEREAS, the lot split of real property as described herein has been submitted to the City Council of the City of Bentonville and, after consideration and deliberation, said Council is of the opinion that said lot split should be approved.

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

Section 1: That the lot split of LOTS 2 & 3 OF BINKLEMAN PROPERTY creating new LOTS 4 – 7 OF BINKLEMAN PROPERTY to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes;

Section 2: That the Mayor and City Clerk be and are hereby authorized and directed to evidence the acceptance of said lot split by certifying said acceptance on the approved lot split;

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

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

PASSED AND APPROVED this _____ day of _____, 2025.

APPROVED:

ATTEST:

Stephanie Orman, Mayor

Malorie Marrs, City Clerk



Consent Agenda Item

For the City Council meeting on November 10, 2025

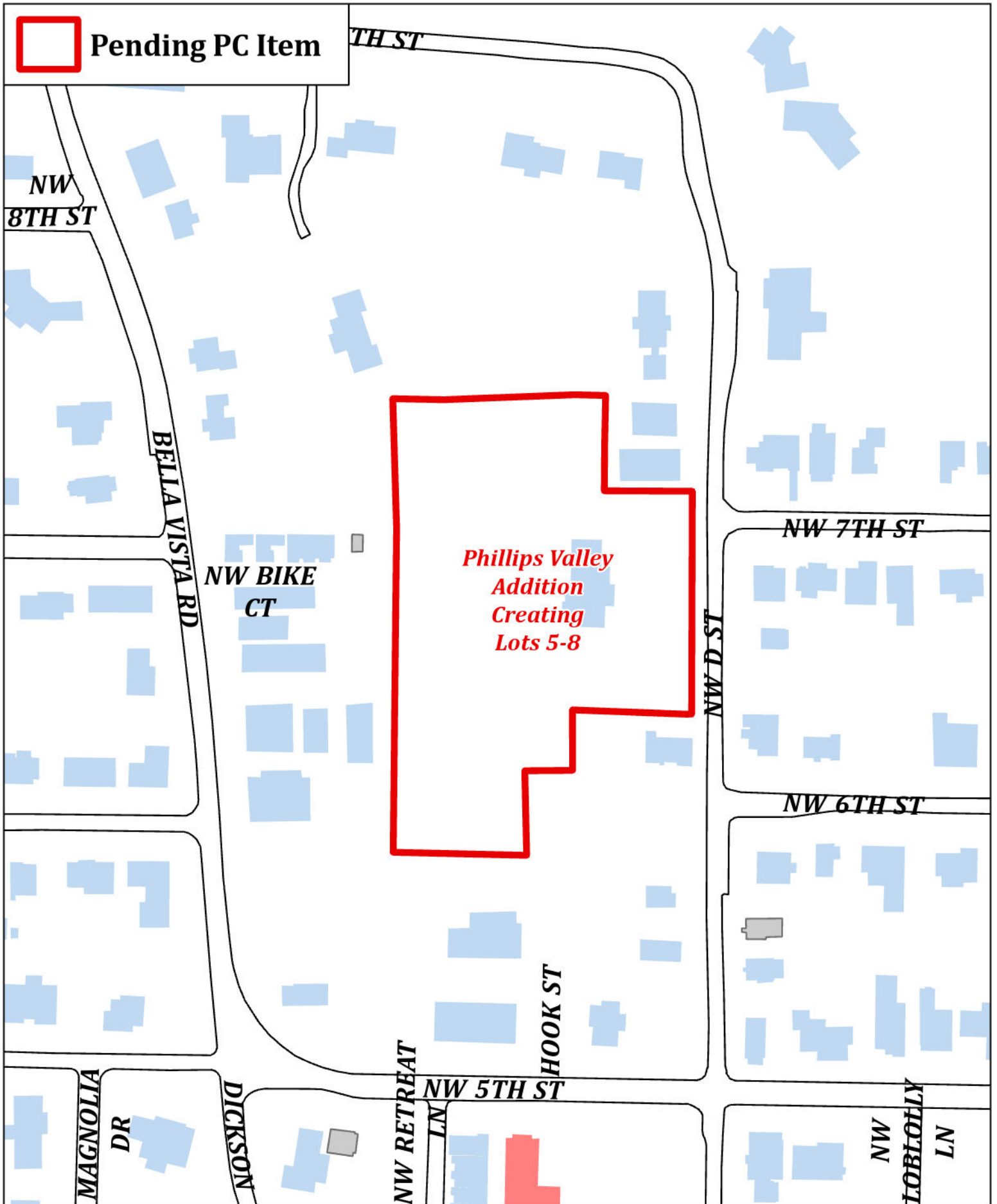
Details

Lot Split: Lot 2 of Phillips Valley Addition, Creating Lots 5, 6, 7, & 8 of Phillips Valley Addition. 515 Northwest D Street, DN-1, Downtown Low Density Residential, LS25-0033.

A Lot Split of Lot 2 of Phillips Valley Addition, Creating Lots 5, 6, 7, and 8 of Phillips Valley Addition. A 5-foot-wide private sewer easement is being dedicated per this plat within lot 6. Additionally, 1,570 square feet of right-of-way is being dedicated along Northwest D Street across the four lots.



Pending PC Item



*Phillips Valley
Addition
Creating
Lots 5-8*



LS25-0033

Phillips Valley Addt. Creating Lots 5-8

515 NW D St



ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A LOT SPLIT OF LOT 2 OF PHILLIPS VALLEY
ADDITION CREATING NEW LOTS 5 – 8 OF PHILLIPS VALLEY ADDITION TO THE
CITY OF BENTONVILLE, ARKANSAS; AND FOR OTHER PURPOSES.
(PROJECT NUMBER: LS25-0033)**

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the lot split of LOTS 2 OF PHILLIPS VALLEY ADDITION creating new LOTS 5 – 8 OF PHILLIPS VALLEY ADDITION to the City of Bentonville, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on November 4, 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 2 OF PHILLIPS VALLEY ADDITION creating new LOTS 5 – 8 OF PHILLIPS VALLEY ADDITION to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes;

Section 2: That the Mayor and City Clerk be and are hereby authorized and directed to evidence the acceptance of said lot split by certifying said acceptance on the approved lot split;

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

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

PASSED AND APPROVED this _____ day of _____, 2025.

APPROVED:

ATTEST:

Stephanie Orman, Mayor

Malorie Marrs, City Clerk



Consent Agenda Item

For the City Council meeting on November 10, 2025

Details

Lot Split: Lots 17, 18, & 19 of Block 2 in Armstrong Subdivision, Creating Lots 20, 21, 22, 23, 24, & 25 of Block 2 in Armstrong Subdivision. 345, 347, 349, 351, 353, & 355 Southeast 4th Street, D-E, Downtown Edge, LS25-0034.

A Lot Split of Lots 17, 18, & 19 of Block 2 in Armstrong Subdivision, Creating Lots 20, 21, 22, 23, 24, & 25 of Block 2 in Armstrong Subdivision. No dedications are being made per this plat. The lots will have access to Southeast D Street through a shared private alley running along the north side of the lots. There are three single-family attached structures being constructed on Lots 20 & 21, Lots 22 & 23, and Lots 24 & 25, respectively.



Pending PC Item

SE D ST

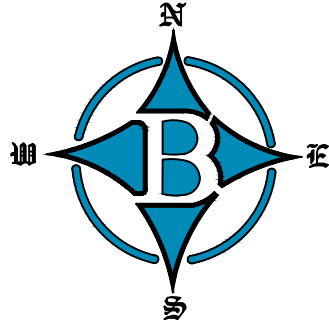
***Creating Lots
20-25 Block 2
Armstrong Sub***

SE 4TH ST



LS25-0034
Creating Lots 20-25 Block 2 Armstrong Sub
413 SE 4TH ST





LOT SPLIT OF EXISTING LOT 17, 18, & 19, BLOCK 2, CREATING NEW LOTS 20, 21, 22, 23, 24 & 25, BLOCK 2 OF ARMSTRONG SUBDIVISION

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.

TOTAL ACREAGE
PARENT TRACT
PARCELS
#01-01174-000 (LOT 17)
#01-01174-001 (LOT 18)
#01-01174-002 (LOT 19)
BLOCK 2, ARMSTRONG SUBDIVISION
(L2024-49433)
0.28 ACRES +/-

CERTIFICATE OF SURVEYING ACCURACY:
I, DERRICK THOMAS, HEREBY CERTIFY THAT THIS PLAT CORRECTLY REPRESENTS A BOUNDARY SURVEY
MADE BY ME AND BOUNDARY MARKERS AND LOT CORNERS SHOWN HEREON ACTUALLY EXIST AND THEIR
LOCATION, TYPE AND MATERIAL ARE CORRECTLY SHOWN AND ALL MINIMUM REQUIREMENTS OF THE
ARKANSAS MINIMUM STANDARDS FOR LAND SURVEYORS HAVE BEEN MET.

DATE OF EXECUTION:

SIGNED: _____
REGISTERED LAND SURVEYOR NO. 1642 -
STATE OF ARKANSAS

CERTIFICATE OF APPROVAL:
PURSUANT TO THE BENTONVILLE LAND DEVELOPMENT CODE AND ALL OTHER CONDITIONS AND APPROVAL
HAVING BEEN COMPLETED, THIS DOCUMENT IS HEREBY ACCEPTED. THIS CERTIFICATE IS HEREBY
EXECUTED UNDER THE AUTHORITY OF THE SAID RULES AND REGULATIONS.

DATE OF EXECUTION:

SIGNED: _____
BENTONVILLE PLANNING
COMMISSION CHAIRMAN

SIGNED: _____
MAYOR, CITY OF BENTONVILLE

SIGNED: _____
CITY CLERK, CITY OF BENTONVILLE

PROPERTY OWNER/DEVELOPER:
ELLIOTT CORNER LLC
4848 NW C ST.
BENTONVILLE, AR 72712

CONTACT INFO:
479-442-9350
markhaneywa@gmail.com

OWNER'S CERTIFICATION:

WE THE UNDERSIGNED, OWNERS OF THE REAL ESTATE SHOWN AND DESCRIBED HEREIN, DO HEREBY
CERTIFY THAT WE HAVE LAID OFF, PLATTED, AND SUBDIVIDED AND DO HEREBY LAY OFF, PLAT,
SUBDIVIDE SAID REAL ESTATE IN ACCORDANCE WITH THIS PLAT AND DO HEREBY DEDICATE TO THE USE
OF THE PUBLIC THE STREETS, ALLEYS, DRIVES, EASEMENTS, ETC. AS SHOWN ON SAID PLAT.

ELLIOTT CORNER LLC
4848 NW C ST.
BENTONVILLE, AR 72712

SOURCE OF TITLE: W.D. DEED L2024-20949

DATE OF EXECUTION:

PRINTED: _____

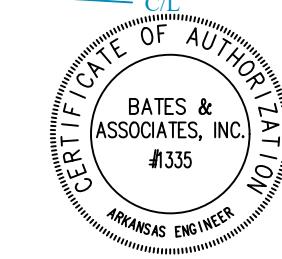
SIGNED: _____

SUBSCRIBED AND SWORN BEFORE ME, THIS ____ DAY OF ____, 2025.

NOTARY PUBLIC



I HEREBY CERTIFY THIS TO BE TRUE AND CORRECT
TO THE BEST OF MY KNOWLEDGE AND BELIEF
ON THIS THE 27TH DAY OF AUGUST, 2025.



DATE: 9/11/2024

IF THE SIGNATURE ON THIS SEAL IS NOT AN
ORIGINAL AND NOT BLUE IN COLOR
THEN IT SHOULD BE ASSUMED THAT THIS PLAT MAY
HAVE BEEN ALTERED. THE ABOVE CERTIFICATION
SHALL NOT APPLY TO ANY COPY THAT DOES NOT
BEAR AN ORIGINAL SEAL AND SIGNATURE.

VICINITY MAP



CITY OF BENTONVILLE PROJECT #LS25-0034

ADJACENT LAND OWNERS

1) HRM INVESTMENTS LLC
PO BOX 129
CENTERTON, AR 72719-0129
PARCEL #01-01175-000
LOT 11, BLOCK 2 ARMSTRONG
SUBDIVISION
ZONED: R-1
2) RB GROUP INC
PO BOX 1994
BENTONVILLE, AR 72712
PARCEL #01-01163-001
LOT 15, BLOCK 2 ARMSTRONG
SUBDIVISION
ZONED: R-1
3) FREEMAN, NEIL
416 SE C ST
BENTONVILLE, AR 72712-5946
PARCEL #01-01773-000
LOT 9, BLOCK 2 ARMSTRONG
SUBDIVISION
ZONED: R-1
4) BENTONVILLE HOUSING LLC
PO BOX 668
BENTONVILLE, AR 72712
PARCEL #01-20544-000
LOT 3 CITY U ADDITION
ZONED: PRD
5) SOLOMON FAMILY
HOLDINGS LLC
90 W CHAMPIONS BLVD
ROGERS, AR 72758-9567
PARCEL #01-03578-000
LOT 1, BLOCK H ORCHARD
ADDITION
ZONED: D-E
6) WILKINSON, SHANE M &
KERI Y
407 SE C ST
BENTONVILLE, AR 72712
PARCEL #01-03579-000
LOT 2, BLOCK H ORCHARD
ADDITION
ZONED: DN-2

LAST SITE VISIT:
AUGUST 27, 2025

BASIS OF BEARING:
GPS OBSERVATION - AR NORTH ZONE
NAD83(2011) HORIZONTAL DATUM

PROPERTY ZONED:
D-E (DOWNTOWN EDGE)

BUILDING SETBACK NOTE:
SETBACKS SHALL BE PER THE CURRENT ZONING DISTRICT AS STATED IN THE
MOST RECENT CITY OF BENTONVILLE ZONING CODE. FOR MORE INFO VISIT
www.bentonvilleplanning.com OR CALL THE PLANNING DEPARTMENT @
479-271-3122

REFERENCE DOCUMENTS:
1) PLAT OF SURVEY PREPARED BY COSTELLO LAND SURVEYING FOR PAM
UNDERWOOD/ UAR 413, LLC; PROJECT #22022
2) FINAL PLAT OF ARMSTRONG'S SUBDIVISION OF RAILROAD ADDITION FILED
IN BOOK B AT PAGE 98
3) PLAT OF SURVEY FILED IN BOOK 2014 AT PAGE 440
4) PLAT OF SURVEY FILED IN BOOK 2017 AT PAGE 407
5) PLAT OF SURVEY FILED IN BOOK 2014 AT PAGE 192
6) PLAT OF SURVEY FILED IN BOOK L2023 AT PAGE 5114
7) PLAT OF SURVEY FILED IN BOOK 2016 AT PAGE 670
8) PLAT OF SURVEY FILED IN BOOK 2016 AT PAGE 775
9) PLAT OF SURVEY FILED IN BOOK L2018 AT PAGE 50652
10) PLAT OF SURVEY FILED IN BOOK L2020 AT PAGE 42105
11) WARRANTY DEED FILED IN BOOK L2018 AT PAGE 21309
12) REVOCATION OF BENEFICIARY DEED FILED L2018 AT PAGE 2110
13) CITY OF FAYETTEVILLE ORDINANCE #442 FILED IN BOOK 437 AT PAGE 204

FLOOD CERTIFICATION:
NO PORTION OF THIS PROPERTY IS LOCATED WITHIN FLOOD ZONE "A" OR "AE"
AS DETERMINED BY THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD
INSURANCE RATE MAP FOR BENTON COUNTY, ARKANSAS.
(FIRM PANEL #05007C0255K. DATED 06/05/2012)

SURVEY DESCRIPTIONS:

PARENT TRACT PARCELS #01-01174-000, #01-01174-001 & #01-01174-002 EXISTING WARRANTY DEED DESCRIPTION (B. L2024, P. 20949):
LOT 10 AND THE SOUTH 15 FEET OF LOT 9, BLOCK 2, ARMSTRONG'S SUBDIVISION OF RAILROAD ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN
ON PLAT RECORD B AT PAGE 98, SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

NEW LOT 20:
LOT 10 AND THE SOUTH 15 FEET OF LOT 9, BLOCK 2, ARMSTRONG'S SUBDIVISION OF RAILROAD ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN
ON PLAT RECORD B AT PAGE 98, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT: BEGINNING AT A POINT ON THE NORTH RIGHT-OF-WAY IN SOUTHEAST 4TH STREET
WHICH IS S02°36'18"W 374.10' AND S87°38'03"E 182.94' FROM AN EXISTING REBAR MARKING THE NORTHWEST CORNER OF LOT 2 OF SAID BLOCK 2 AND RUNNING THENCE N02°38'21"E 78.19' TO AN EXISTING REBAR,
THENCE S87°35'06"E 25.00', THENCE S02°38'21"W 78.17' TO THE NORTH RIGHT-OF-WAY IN SOUTHEAST 4TH STREET, THENCE ALONG SAID RIGHT-OF-WAY N87°38'03"W 25.00' TO THE POINT
OF BEGINNING, CONTAINING 1954.53 SQUARE FEET. SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

NEW LOT 21:
LOT 10 AND THE SOUTH 15 FEET OF LOT 9, BLOCK 2, ARMSTRONG'S SUBDIVISION OF RAILROAD ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN
ON PLAT RECORD B AT PAGE 98, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT: BEGINNING AT A POINT ON THE NORTH RIGHT-OF-WAY IN SOUTHEAST 4TH STREET
WHICH IS S02°36'18"W 374.10' AND S87°38'03"E 182.94' FROM AN EXISTING REBAR MARKING THE NORTHWEST CORNER OF LOT 2 OF SAID BLOCK 2 AND RUNNING THENCE N02°38'21"E 78.19' TO AN EXISTING REBAR,
THENCE S87°35'06"E 25.00', THENCE S02°38'21"W 78.17' TO THE NORTH RIGHT-OF-WAY IN SOUTHEAST 4TH STREET, THENCE ALONG SAID RIGHT-OF-WAY N87°38'03"W 25.00' TO THE POINT
OF BEGINNING, CONTAINING 1954.00 SQUARE FEET. SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

NEW LOT 22:
LOT 10 AND THE SOUTH 15 FEET OF LOT 9, BLOCK 2, ARMSTRONG'S SUBDIVISION OF RAILROAD ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN
ON PLAT RECORD B AT PAGE 98, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT: BEGINNING AT A POINT ON THE NORTH RIGHT-OF-WAY IN SOUTHEAST 4TH STREET
WHICH IS S02°36'18"W 374.10' AND S87°38'03"E 182.94' FROM AN EXISTING REBAR MARKING THE NORTHWEST CORNER OF LOT 2 OF SAID BLOCK 2 AND RUNNING THENCE N02°38'21"E 78.19' TO AN EXISTING REBAR,
THENCE S87°35'06"E 25.00', THENCE S02°38'21"W 78.17' TO THE NORTH RIGHT-OF-WAY IN SOUTHEAST 4TH STREET, THENCE ALONG SAID RIGHT-OF-WAY N87°38'03"W 25.00' TO THE POINT
OF BEGINNING, CONTAINING 1953.46 SQUARE FEET. SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

PLAT NOTES:

1) RECORD (R) BEARINGS AND DISTANCES ARE SHOWN PER WARRANTY DEED L2018-21309, CITY OF BENTONVILLE ORDINANCE NO.
442 (437-204), & THE FINAL PLAT OF ARMSTRONG'S SUBDIVISION (B-98).

2) SOME FEATURES AND/OR SYMBOLS ON THIS PLAT MAY BE SHOWN OUT OF SCALE FOR VISUAL CLARITY.

3) THE LOCATION OF UTILITIES SHOWN HEREON ARE FROM GPRS UTILITY LOCATION, OBSERVED EVIDENCE OF ABOVE GROUND
APURTENANCES, GIS, AND/OR UTILITY MAPS PROVIDED BY LOCAL UTILITY COMPANIES, NOT ALL UTILITY COMPANIES MAY HAVE
RESPONDED TO OUR REQUEST FOR MAPS AND/OR INFORMATION. ALL UTILITY LINES APPEARING ON THIS PLAT, AS WELL AS THOSE
THAT MAY EXIST UNDERGROUND NEED TO BE VERIFIED PRIOR TO DOING ANY TYPE OF EXCAVATION OR DESIGN. SOME UTILITY
LINES MAY ALSO EXIST THAT WERE NOT SHOWN ON THIS PLAT.

4) THE TREE SPECIES LISTED ON THIS PLAT WERE DETERMINED TO THE BEST OF OUR KNOWLEDGE AND ABILITY. SOME TREES ON
THIS PLAT MAY NOT BE THE EXACT SPECIES LISTED. PLEASE CONSULT A LICENSED ARBORIST IF EXACT TREE SPECIES ARE NEEDED.

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

6) THE PROPERTY OWNER/DEVELOPER SHALL COORDINATE WITH ALL LOCAL UTILITIES TO ENSURE THAT EACH LOT HAS WATER,
SEWER & ELECTRIC SERVICE.

7) THERE MAY NOT BE FENCES OR ANY OTHER STRUCTURES BUILT IN ANY DRAINAGE EASEMENTS.

8) 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.

9) THIS PROPERTY IS LOCATED IN THE CITY OF BENTONVILLE'S MUNICIPAL AIRPORT ZONE C(3) OUTER SAFETY ZONE (OSZ).

10) THERE ARE NO WAIVERS, VARIANCES, AND/OR CONDITIONAL USES AT THE TIME OF PREPARING THIS PLAT OR PLAN.

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

12) ALL SIDEWALKS SHALL BE INSTALLED BY THE TIMEFRAMES SET FORTH IN 900.08 OF THE STREET SPECIFICATIONS.

BEUD NOTES:

1. OWNER TO CONTACT NEW SERVICE COORDINATOR (271-3139) TO DISCUSS ELECTRIC SERVICE PRIOR TO BEGINNING
ANY CONSTRUCTION. FAILURE TO CONTACT BEUD PRIOR TO CONSTRUCTION WILL RESULT IN DELAYS TO GET
ELECTRIC SERVICE.

2. BEUD'S STANDARD PRACTICE IS TO PLACE UNDERGROUND EQUIPMENT (TRANSFORMERS, SECONDARY PEDESTALS,
JUNCTION BOXES, ETC) ON THE LOT LINE OF A DEVELOPMENT. ANY ADJUSTMENTS TO THE PROPERTY LINE THAT
RESULT IN OUR EQUIPMENT NOT BEING ON THE LOT LINE WILL REQUIRE THE DEVELOPER TO PAY FOR THE COST OF
BEUD TO RELOCATE THE EQUIPMENT TO THE LOT LINE.

3. ALL STRUCTURES MUST MAINTAIN MINIMUM OF 20' CLEARANCES FROM ALL ELECTRIC LINES.
4. IT IS THE RESPONSIBILITY OF THE DEVELOPER TO COORDINATE WITH THE NEW SERVICE COORDINATOR @ 479
271-3139 TO DETERMINE IF EQUIPMENT IS IN CONFLICT.

IT IS THE RESPONSIBILITY OF THE DEVELOPER TO PAY FOR ANY COSTS ASSOCIATED WITH MOVING OF EQUIPMENT.
THIS INCLUDES BUT IS NOT LIMITED TO ANY COSTS ASSOCIATED WITH LOSS OF EQUIPMENT (WIRE AND ELBOWS) AND
LABOR AND MATERIAL TO MOVE THE EQUIPMENT TO THE NEW LOT LINE.

NEW LOT 23:

LOT 10 AND THE SOUTH 15 FEET OF LOT 9, BLOCK 2, ARMSTRONG'S SUBDIVISION OF RAILROAD ADDITION TO THE CITY OF BENTONVILLE, BENTON
COUNTY, ARKANSAS, AS SHOWN ON PLAT RECORD B AT PAGE 98, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT: BEGINNING AT A POINT
ON THE NORTH RIGHT-OF-WAY IN SOUTHEAST 4TH STREET WHICH IS S02°36'18"W 374.10' AND S87°38'03"E 232.94' FROM AN EXISTING REBAR MARKING THE
NORTHWEST CORNER OF LOT 2 OF SAID BLOCK 2 AND RUNNING THENCE N02°38'21"E 78.13', THENCE S87°35'06"E 25.00' TO AN EXISTING REBAR, THENCE
S02°38'21"W 78.11' TO AN EXISTING REBAR IN THE NORTH RIGHT-OF-WAY IN SOUTHEAST 4TH STREET, THENCE ALONG SAID RIGHT-OF-WAY N87°38'03"W
25.00', TO THE POINT OF BEGINNING, CONTAINING 1952.93 SQUARE FEET. SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

NEW LOT 24:

LOT 10 AND THE SOUTH 15 FEET OF LOT 9, BLOCK 2, ARMSTRONG'S SUBDIVISION OF RAILROAD ADDITION TO THE CITY OF BENTONVILLE, BENTON
COUNTY, ARKANSAS, AS SHOWN ON PLAT RECORD B AT PAGE 98, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT: BEGINNING AT A POINT
ON THE NORTH RIGHT-OF-WAY IN SOUTHEAST 4TH STREET WHICH IS S02°36'18"W 374.10' AND S87°38'03"E 282.62' FROM AN EXISTING REBAR MARKING THE
NORTHWEST CORNER OF LOT 2 OF SAID BLOCK 2 AND RUNNING THENCE N02°32'35"E 78.08', THENCE S87°35'06"E 33.86' TO THE WEST RIGHT-OF-WAY IN
SOUTHEAST D STREET, THENCE ALONG SAID WEST RIGHT-OF-WAY S02°26'48"W 78.06' TO THE NORTH RIGHT-OF-WAY IN SOUTHEAST 4TH STREET, THENCE
LEAVING SAID WEST RIGHT-OF-WAY AND ALONG SAID NORTH RIGHT-OF-WAY N87°38'03"W 33.99' TO THE POINT OF BEGINNING, CONTAINING 2648.45
SQUARE FEET. SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

NEW LOT 25:

LOT 10 AND THE SOUTH 15 FEET OF LOT 9, BLOCK 2, ARMSTRONG'S SUBDIVISION OF RAILROAD ADDITION TO THE CITY OF BENTONVILLE, BENTON
COUNTY, ARKANSAS, AS SHOWN ON PLAT RECORD B AT PAGE 98, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT: BEGINNING AT A POINT
ON THE NORTH RIGHT-OF-WAY IN SOUTHEAST 4TH STREET WHICH IS S02°36'18"W 374.10' AND S87°38'03"E 282.62' FROM AN EXISTING REBAR MARKING THE
NORTHWEST CORNER OF LOT 2 OF SAID BLOCK 2 AND RUNNING THENCE N02°32'35"E 78.08', THENCE S87°35'06"E 33.86' TO THE WEST RIGHT-OF-WAY IN
SOUTHEAST D STREET, THENCE ALONG SAID WEST RIGHT-OF-WAY S02°26'48"W 78.06' TO THE NORTH RIGHT-OF-WAY IN SOUTHEAST 4TH STREET, THENCE
LEAVING SAID WEST RIGHT-OF-WAY AND ALONG SAID NORTH RIGHT-OF-WAY N87°38'03"W 33.99' TO THE POINT OF BEGINNING, CONTAINING 2648.45
SQUARE FEET. SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

RECORDING NUMBER/DATE

DATE	08/29/25	09/10/25	09/19/25	10/14/25
SUBMITTAL #				
SUBMITTAL #1				
SUBMITTAL #2				
SUBMITTAL #3				
SUBMITTAL #4				

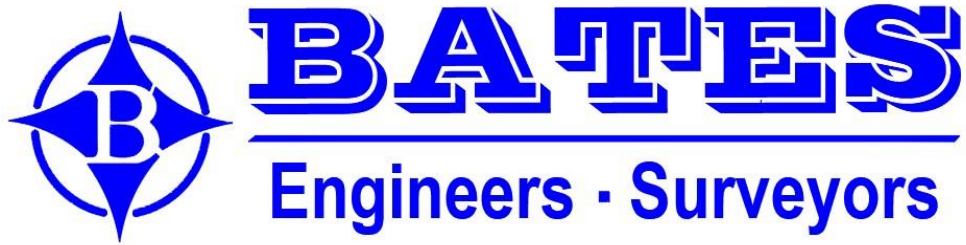
BOUNDARY LINE (MEASURED)
PARCEL LINE
TIE LINE
CENTERLINE OF ROAD
RIGHT-OF-WAY
FENCE
WATER METER
WATER VALVE
GAS METER
SANITARY SEWER MH
COMPUTED POINT
ADJ. LAND OWNER
POWER POLE
GRADED INLET

LEGEND:
THESE STANDARD SYMBOLS WILL
BE FOUND IN THE DRAWING.
(R) RECORD BEARING & DISTANCE
(M) MEASURED BEARING & DISTANCE
(F) FOUND 5/8" REBAR CAP
(S) SET 5/8" REBAR CAP
(C) COMPUTED POINT
(A) ADJ. LAND OWNER
(P) POWER POLE
(G) GUY ANCHOR

BATES
Engineers - Surveyors
7230 S. Pleasant Ridge Dr. • Fayetteville, Arkansas 72704 • 479.442.9350

FOR USE AND BENEFIT OF:
MARK HANEY
ADDRESS:
413 SOUTHEAST 4TH STREET
BENTONVILLE, ARKANSAS
DATE: 10/14/25
SCALE: 1"=20'
LOCATION: LOT 10
SUBDIVISION OF
ARMSTRONG'S
RAILROAD ADDITION
SURVEYED/ DRAFTED:
RS, SF, ML, DA
DRAFT DATE: 10/14/25
REVIEWED: DT
COA: #1335

DRAWING #24-046 SPLIT



7230 S. Pleasant Ridge Dr. Fayetteville, AR 72704
PH: 479-442-9350 * FAX: 479-521-9350
www.batesnwa.com

August 29, 2025

To the City of Bentonville Planning Staff,

Our client, Elliott Corner LLC, is requesting a lot split on their property located at 413 Southeast 4th Street. The Parcel Numbers are #01-01174-000 (3908.53 sq. ft.), #01-01174-001 (3906.39 sq. ft.) & 01-01174-002 (4571.17 sq. ft.) and are zoned D-E.

The request is to split each in-construction townhome down the middle. New Lot 20 to contain 1954.53 sq. ft., New Lot 21 to contain 1954.00 sq. ft., New Lot 22 to contain 1953.46 sq. ft., New Lot 23 to contain 1952.93 sq. ft., New Lot 24 to contain 1922.73 sq. ft., & New Lot 25 to contain 2648.45 sq. ft.

Please feel free to reach out with any questions or concerns.

Sincerely,

Blaine Atchley – Project Manager
Bates & Associates
blaine@batesnwa.com
479-442-9350

ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A LOT SPLIT OF LOTS 17-19, BLOCK 2 OF
ARMSTRONG SUBDIVISION CREATING NEW LOTS 20-25, BLOCK 2 OF
ARMSTRONG SUBDIVISION TO THE CITY OF BENTONVILLE, ARKANSAS; AND
FOR OTHER PURPOSES.
(PROJECT NUMBER: LS25-0034)**

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the lot split of LOTS 17-19, BLOCK 2 OF ARMSTRONG SUBDIVISION creating new LOTS 20-25, BLOCK 2 OF ARMSTRONG SUBDIVISION to the City of Bentonville, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on November 4, 2025;

WHEREAS, said lot split is attached hereto as Exhibit “A”;

WHEREAS, the Bentonville Planning Commission considered said lot split on the date stated, and at other times, and voted to recommend the approval of said lot split to the City Council; and

WHEREAS, the lot split of real property as described herein has been submitted to the City Council of the City of Bentonville and, after consideration and deliberation, said Council is of the opinion that said lot split should be approved.

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

Section 1: That the lot split of LOTS 17-19, BLOCK 2 OF ARMSTRONG SUBDIVISION creating new LOTS 20-25, BLOCK 2 OF ARMSTRONG 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:

ATTEST:

Stephanie Orman, Mayor

Malorie Marrs, City Clerk