Revised Agenda:
Revised Section II New Business Items 4,5,6,15, and 16

Combined Committee of the Whole & City Council Meeting Agenda
December 9, 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 December 9, 2025: Registration Link.

Council Questions/Discussion Concerning the Business Meeting

Call to Order

Pledge of Allegiance

Moment of Silence

Roll Call

Approval of Minutes: November 25, 2025

I. Committee of the Whole

1. **Consent Agenda Discussion** — **Informational**

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

1. **Recognition - Community Council and Youth Council** — **Informational**

Recognize members of the Community Council and Youth Council for their completion of the year-long program.

2. **Bentonville Police Department MOU agreement with Walmart Inc.** — **Informational**

Informational: Police Chief entering into a Memorandum of Understanding with Walmart Inc. for enforcement of state and local traffic laws on private roadways within the Walmart Home Office Campus.

3. **Ordinance Consolidating All Boards & Commissions in the Bentonville Municipal Code** — **Ordinance***

An Ordinance codifying all boards, commissions, and authorities into a single chapter of the City of Bentonville Municipal Code. No budget adjustment is needed.

4. **Reappointment of Sara Asplund to Public Art Advisory Committee** — **Appointment**

Reappointment of Sara Asplund, based upon staff recommendation to the Mayor, to Position 3 on the Public Art Advisory Committee (PAAC). This term begins 01/01/2026 and expires 12/31/2028. Memo and committee application attached.

5. **Tree & Landscape Advisory Committee Reappointment of Helen Lampkin** — **Appointment**

Reappointment of Helen Lampkin, based upon staff recommendation to the Mayor, for a second term on the Tree & Landscape Advisory Committee. Her current term expires Dec. 31, 2025. Her second three-year term would begin January 1, 2026 and expires Dec. 31, 2028. Tree & Landscape Advisory Committee does not have term limits. Memo and request for reappointment attached.

6. **Tree & Landscape Advisory Committee Reappointment of Mark Lankford** — **Appointment**

Reappointment of Mark Lankford, based upon staff recommendation to the Mayor, for a second term on the Tree & Landscape Advisory Committee. His current term expires Dec. 31, 2025. His second three-year term would begin January 1, 2026 and expires Dec. 31, 2028. Tree & Landscape Advisory Committee does not have term limits. Memo and request for reappointment attached.

7. **Ordinance Adopting 2026 Pay Plan Changes** — **Ordinance***

An Ordinance adopting 2026 Pay Plan changes which include salary survey adjustments for Police
& Fire personnel. No budget adjustment is needed.

8. **Ordinance to Waive Competitive Bidding for Bibliotheca** — **Ordinance***

An Ordinance to waive competitive bidding requirements and enter into an agreement with Bibliotheca for RFID software and support services for Bentonville Public Library, in an amount not to exceed $47,980.00. No budget adjustment is needed.

9. **Ordinance to Waive Competitive Bidding for OverDrive Digital Subscriptions** — **Ordinance***

An Ordinance to waive competitive bidding requirements and enter into an agreement with OverDrive for ebooks and other digital products for Bentonville Public Library, in an amount not to exceed $68,500.00. No budget adjustment is needed.

10. **Resolution to Set a Public Hearing Vacating an Alley Right of Way and Establishing a Utility Easement (VAC25-28)** — **Resolution**

Approve a Resolution to set a Public Hearing for January 13, 2026 to vacate an Alley Right of Way and to establish a Utility Easement located between lots 10 and11 and lots 9 and 12 of Block 1 of Smartt's Addition (VAC25-0028).

11. **Resolution Setting a Public Hearing for a Utility Easement Vacation (VAC25-0030)** — **Resolution**

Approve a Resolution to set a Public Hearing for January 13, 2026 for a Utility Easement Vacation located at Lot 2 of 102 West Subdivision (VAC25-0030).

12. **Resolution to Award Bid IFB-25-83 (2) 2025 Cab and Chassis Sign Trucks to One Nation Distribution** — **Resolution**

Resolution to award bid IFB-25-83 2025 (2) 2WD 2025 Cab and Chassis Sign Trucks to One Nation Distribution in the amount of $257,978.00. One Nation Distribution, LLC. was the lowest bid received. A budget adjustment is needed to reclassify budget savings in Machinery & Equipment to Vehicles.

13. **Resolution to Accept the Donation of Traffic Signal Equipment** — **Resolution**

Resolution to accept the donation of traffic signal equipment from Walmart Inc. See attached agreement and exhibit. No budget adjustment is needed.

14. **Resolution Approving Amendment 1 with Toole Design for Sidewalk Design and Administration** — **Resolution**

A Resolution approving Amendment 1 to the contract with Toole Design, for sidewalk design, construction administration, and construction observation, in the amount of $26,200.00. No budget adjustment is needed.

15. **Active Transportation Advisory Board Member Appointments** — **Appointment**

Approval to reappoint Steven George, Christina Johnson, and Luke Powers, based upon staff recommendation to the Mayor, to the Active Transportation Advisory Board. Terms will expire December 31, 2028.

16. **Parks & Recreation Advisory Board Appointment & Reappointments for 2026** — **Appointment**

Approval to appoint Brooke Spenser to her first 3-year term beginning January 2026, the reappointment of Ty Hoffine and Jon Terlouw for their second 3-year term beginning in January 2026, based upon staff recommendation to the Mayor, to the Parks & Recreation Advisory Board. All terms expire December 31, 2028.

17. **Resolution to Enter an Agreement for EMS Ambulance Billing Services** — **Resolution**

Resolution authorizing the Mayor and City Clerk to enter into an agreement with DeLeon Billing Solutions dba Trinity Medical Billing. The agreement provides the billing company 7% of total monthly balance collected on behalf of the BFD. This amount is inclusive of all services and fees related. The term of the agreement shall be for a one (1) year term renewable annually upon mutually written agreement via amendment for a maximum term not to exceed three (3) years. No budget adjustment needed.

18. **Modification of Utility Board Creation Ordinance** — **Ordinance***

An ordinance modifying the Utility Board Creation Ordinance to allow for a member to serve an additional year in the case that a suitable replacement candidate cannot be found in a timely manner. No budget adjustment is needed.

III. Utility Board

1. **Resolution for Bella Vista Village Property Owner's Association Wholesale Water Contract Extension** — **Resolution**

Request the Mayor and City Clerk to enter into a contract extension agreement with the City of Bentonville and Bella Vista Village Property Owner's Association for a time period of 3 months set to expire on March 31,2026. Utility Board approved 4-0. No budget adjustment is needed.

2. **Resolution Approving a Budget Adjustment to Allocate Additional Funds for IFB-24-70 IDIQ** — **Resolution**

Staff requests approval of a Resolution amending the 2025 budget in the amount of $500,000.00 to continue water service line replacement work. The total amendment will be allocated as follows: $300,000.00 to Mo-Ark Utilities and $200,000.00 to Calcon, Inc. Utility Board approved 4-0. A budget adjustment is needed.

3. **Resolution for Spring Creek-Vaughn Sanitary Cost Share Agreement with RLP Development LLC** — **Resolution**

Staff recommends approval of a Development Agreement with "RLP Developments LLC." for 1,285 feet of sewer upgrades associated with Walnut Grove Phase 4 off-site upgrades. 385 feet of the upgrades were not required with the proposed project but are included in this cost to build the entire section so it's appropriately sized for the build out of this basin. Utility Board approved 4-0. No budget adjustment is needed.

4. **Resolution Approving Spring Creek Vaughn Construction Administration Services** — **Resolution**

This resolution authorizes the Mayor and City Clerk to enter into an amended agreement with Crafton, Tull & Associates, Inc. for construction services in the amount of $115,770.00 for the Spring Creek – Vaughn Gravity Sewer project. This amendment increases the original contract total to $201,822.00. Crafton Tull was selected following the City's Purchasing Policy for professional services. Utility Board approved 4-0. No budget adjustment is needed.

5. **Resolution Awarding Bid for Spring Creek-Vaughn Gravity Sewer Improvements Construction** — **Resolution**

Staff requests council award bid IFB-25-77 to Ground Zero Construction Inc in the amount of $1,818,008.00 for construction of a new 18" and 24" sanitary sewer interceptor for the Spring Creek- Vaughn project. Ground Zero Construction, Inc. was the lowest bid. This is a budgeted item. Utility Board approved 4-0. No budget adjustment is needed.

6. **Resolution to Award Bid IFB-25-82 for Street Materials (Premix) to Emery Sapp & Sons** — **Resolution**

Resolution awarding IFB-25-82 to the lowest bidder. Utility Board approved 4-0. No budget adjustment is needed.

7. **Resolution to Award Bid IFB-25-82 for Street Materials (Stone) to APAC** — **Resolution**

Resolution awarding IFB-25-82 to the lowest bidder. Utility Board approved 4-0. No budget adjustment is needed.

8. **Resolution to Award RFP-25-48 for Bill Design and Print to Doxim** — **Resolution**

Resolution authorizing the Mayor and City Clerk to enter into an agreement with Doxim for Bill Redesign and Print services as a result of their submission to the City's Request for Proposal (RFP)-25-48 to provide bill design and printing services for the Utility Billing department. Utility Board approved 4-0. No budget adjustment is needed.

IV. Planning

1. **Property Line Adjustment - Lot 23, Block 7 of Deming's Addition - 305 Northwest C Street (PLA25-0028)** — **Ordinance***

The Planning Commission voted 6-0, recommending approval.

An Ordinance Accepting A Property Line Adjustment Of Lots 1 & 2, Block 7 Of Deming's Addition Creating New Lot 23, Block 7 Of Deming's Addition To The City Of Bentonville, Arkansas; And For Other Purposes.

2. **Lot Split - Lot 1 of Centerton Boulevard Subdivision - 3331 SW 14th Street (LS25-0012)** — **Ordinance***

The Planning Commission voted 6-0, recommending approval.

An Ordinance Accepting A Lot Split Creating New Lot 1 Of Centerton Boulevard Subdivision And Dedicating Right-Of-Way And Easements To The City Of Bentonville, Arkansas; And For Other Purposes.

3. **Rezoning - Bliss - R-1, Low-Density Single-Family Residential to DN-2, Downtown Medium Density Residential - 904 Northwest B Street (RZ25-0045)** — **Ordinance***

The Planning Commission voted 6-0, recommending approval.

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

4. **Planned Unit Development Amendment - Opal Park - SW Regional Airport Blvd, between Barron and Adams Rd (PUD22-0003)** — **Ordinance***

The Planning Commission voted 6-0, recommending approval.

An Ordinance Amending Ord 2024-171; And For Other Purposes.

5. **Rezoning - Barron Road, LLC - A-1, Agriculture to C-3, Mixed-Use Commercial - 5927 Southwest Barron Road (RZ25-0046)** — **Ordinance***

The Planning Commission voted 6-0, recommending approval.

An Ordinance Changing Real Estate In The City Of Bentonville, Arkansas, From Its Present Zoning Classification Of A-1, Agricultural To C-3, Mixed-Use Commercial; 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:	12/9/2025	**Submitted By:**	Mayor Stephanie Orman
Phone:	(479) 271-5966	**For Department(s):**	Administration
Email:	sorman@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Recognition - Community Council and Youth Council
Action Recommendation & Justification:	Recognize members of the Community Council and Youth Council for their completion of the year-long program.
Additional Comments for Consideration (Optional):	
Amount for Approval:	$

Budget Impact

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

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

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

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

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	12/9/2025	**Submitted By:**	Chief Ray Shastid
Phone:	479-271-3170	**For Department(s):**	Police
Email:	ray.shastid@bentonville.arkansas.gov		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Bentonville Police Department MOU agreement with Walmart Inc.
Action Recommendation & Justification:	Informational: Police Chief entering into a Memorandum of Understanding with Walmart Inc. for enforcement of state and local traffic laws on private roadways within the Walmart Home Office Campus.
Additional Comments for Consideration (Optional):	As operations continue to increase in and around the new Home Office Campus, this Memorandum of Understanding with Walmart Inc. authorizes the Bentonville Police Department express permission to enter upon and enforce all applicable state and local traffic laws, rules, and regulations on the private roadways owned and controlled by Walmart at Walmart Home Office, provided such enforcement is not in conflict with the provisions of Title 27, Subtitle 4 of the Arkansas Code or any other applicable law. See attached MOU; reference AR Code § 27-49-106.
Amount for Approval:	$

Budget Impact

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

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

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

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

Budget Impact Notes for Consideration (Optional):

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("Agreement") is entered into this ___ day of _____, 2025 ("Effective Date"), between Walmart Inc. ("Walmart"), a Delaware corporation, with its principal place of business at 702 S.W. 8th Street, Bentonville, Arkansas, 72716, and the Bentonville Police Department ("BPD"), a law enforcement agency located at 908 S.E. 14th Street, Bentonville, Arkansas 72712 (collectively, the "Parties").

WHEREAS, Walmart is relocating its Bentonville, AR-based corporate offices (hereinafter "Walmart Home Office"), to include private roadways, as detailed on Exhibit A;

WHEREAS, BPD is empowered to provide for the safety, security, and order in Bentonville, Arkansas through appropriately licensed and qualified law enforcement officers;

WHEREAS, Arkansas statute provides that local authorities, such as BPD, may enact and enforce certain traffic rules and regulations for private roadways but only after being granted express permission by the owner of the private roadways; and

WHEREAS, Walmart desires to grant said permission to BPD to provide such express, revocable permission to BPD to enact and enforce appropriate traffic rules and regulations for all private roadways at Walmart Home Office;

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in this Agreement, the Parties agree as follows:

1. AUTHORITY. Ark. Code Ann. § 27-49-106(a)(3) authorizes local authorities, such as BPD, to enact and enforce traffic rules and regulations which are not in conflict with the provisions of the Uniform Act Regulating Traffic on Highways of Arkansas for private roadways but only after being granted express permission by the owner of the private roadways.

2. SCOPE OF PERMISSION.

2.1 Grant of Permission: Walmart hereby grants BPD express permission to enter upon and enforce all applicable state and local traffic laws, rules, and regulations on the private roadways owned and controlled by Walmart at Walmart Home Office, provided such enforcement is not in conflict with the provisions of Title 27, Subtitle 4 of the Arkansas Code or any other applicable law.

2.2 Extent of Authority: BPD is authorized to exercise all police powers with respect to traffic regulation on Walmart Home Office private roadways as it would on public streets and highways, including but not limited to:

- Regulating the standing or parking of vehicles
- Regulating traffic by means of police officers or traffic control signals
- Enforcing speed limits and other traffic controls
- Investigating and responding to traffic accidents
- Issuing citations and/or making arrests for violations of state and local traffic laws

2.3 Signage Requirement: Walmart agrees to post, at all entrances to the affected private roadways on Walmart Home Office, signage giving notice of this grant of permission and the enforcement of state and local traffic regulations by BPD, as required by Ark. Code Ann. § 27-49-106(d).

3. DURATION AND TERMINATION.

3.1 Duration: This Agreement MOU shall become effective upon execution by both parties and shall remain in effect until terminated by recission of permission or by BPD, as provided below.

3.2 Recission of Permission: Walmart may rescind the express permission granted herein at any time, with or without cause, upon thirty (30) days' written notice to BPD. Upon rescission, the Parties' relationship regarding enforcement of traffic laws on Walmart's private roadways on Walmart Home Office will revert to the circumstances existing prior to entry of this Agreement, and Walmart shall promptly remove or cover all signage posted pursuant to Section 2.3 above.

3.3 Termination: BPD may terminate this Agreement at any time, with or without cause, by providing thirty (30) days' prior written notice to Walmart. The Mayor of the City of Bentonville, Arkansas has sole authority to terminate this Agreement on behalf of BPD.

4. MISCELLANEOUS.

4.1 No Waiver of Rights: Nothing in this Agreement shall be construed as a waiver of any rights, privileges, or immunities of either party under applicable law.

4.2 Amendment: This Agreement may be amended only by a written instrument executed by both parties.

4.3 Severability: If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

4.4 Indemnity: Neither Party hereto shall be liable for any damages proximately resulting from the acts or omissions of the other Party or the other Party's employees or agents in the performance of this Agreement. For purposes of this agreement, BPD personnel operating under this MOU shall not be considered to be agents or representatives of Walmart, but acting at the sole direction and supervision of the Bentonville Police Department.

4.5 Assignment of Rights: This Agreement, or any of the Parties' respective rights or obligations hereunder, may not be assigned or transferred, directly or indirectly, by operation of law or otherwise, by either Party without the prior written consent of the other Party.

4.6 Survival: No termination or expiration of this Agreement shall affect the rights and obligations of the Parties accruing prior to the effective date of termination or expiration.

4.7 No Third-Party Beneficiaries: Nothing in this Agreement is intended to or shall be deemed to confer any rights upon any person who is not a Party hereto, including any Officer.

4.8 No Fiduciary Relationship: Nothing in this Agreement creates any relationship of trust or other fiduciary relationship between the Parties hereto.

5. NOTICES. Any notice required or provided for herein shall be in writing and shall be deemed to have been given when delivered personally or upon placement in the U.S. Mail as registered or certified mail, postage prepaid, to address of the other Party shown below.

To Walmart:
Walmart Inc.
1 Customer Dr.
Bentonville, AR 72712.
Attn: Chief Security Officer

To Police Department:
Bentonville Police Department
908 S.E. 14th Street
Bentonville, AR 72716
Attn: Chief of Police
Phone: 479-271-3173

6. COUNTERPARTS. This Agreement may be executed in one or more counterparts, all of which shall be deemed one and the same agreement and shall become effective when each of the Parties has signed one or more counterparts.

7. ENTIRE AGREEMENT; MODIFICATION. This Agreement with Exhibit constitutes the entire agreement of the Parties and supersedes all prior agreements, negotiations, dealings, and understandings, whether written or oral, between the Parties regarding the subject matter hereof. No waivers, amendments or modifications of this Agreement or any part thereof shall be valid unless in writing signed by both Parties.

8. SECTION HEADINGS. Section headings as to the contents of particular sections are for convenience only and are in no way to be construed as part of this Agreement or as a limitation of the scope of the particular sections to which they refer.

9. NOT A GOVERNMENT CONTRACTOR. This Agreement is not intended to and does not create a government contract that would cause Walmart to be considered a government contractor.

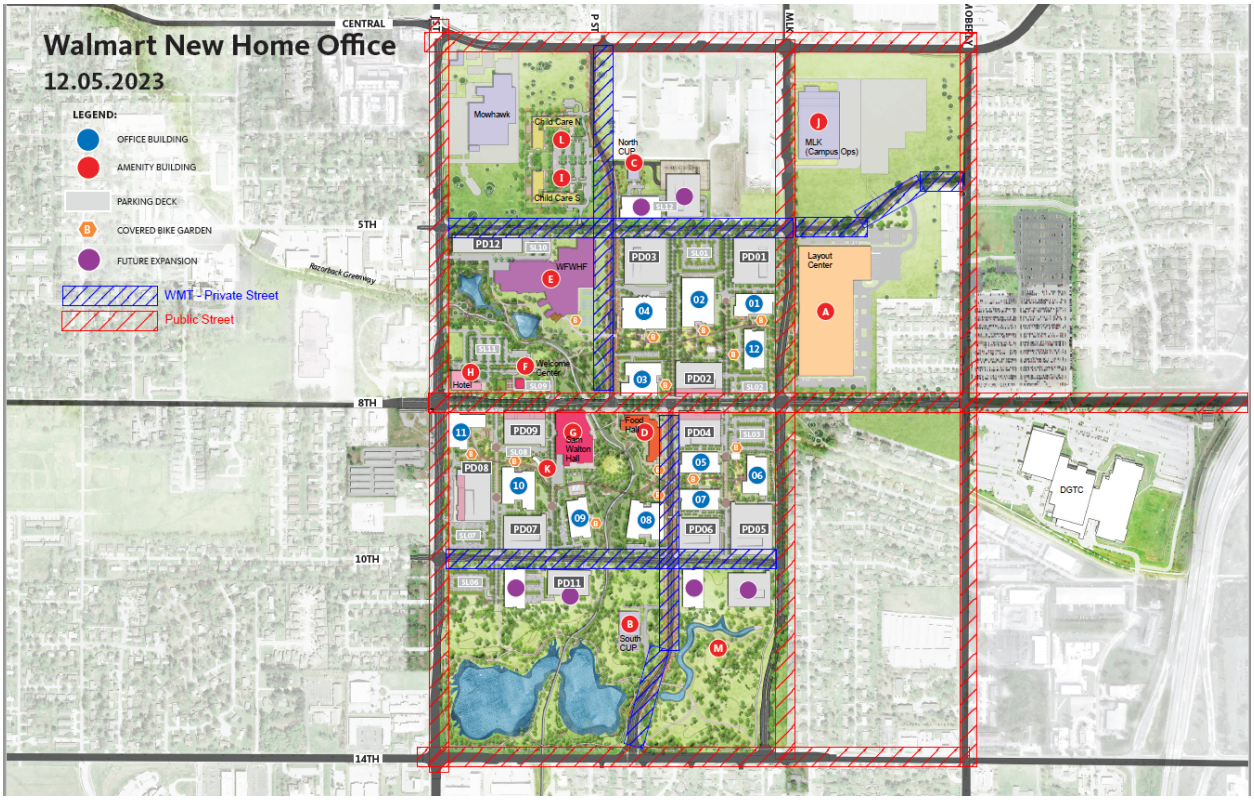
10. GOVERNING LAW. This Agreement is drawn to be effective in and shall be construed in accordance with the laws of the State of Arkansas. Each party consents to the exclusive personal jurisdiction of the courts of the State of Arkansas, Benton County, and acknowledges that venue is proper only in any such state court or Federal court in the State of Arkansas.

IN WITNESS WHEREOF, the Parties through their authorized representatives have executed this Agreement.

WALMART INC.	BENTONVILLE POLICE DEPARTMENT
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: Mayor, City of Bentonville, AR
Date: _____	Date: _____

EXHIBIT A

BENTONVILLE WALMART HOME OFFICE MAP



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	12/9/2025	**Submitted By:**	Shelli Kerr
Phone:	479-271-6822	**For Department(s):**	Planning
Email:	skerr@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Ordinance Consolidating All Boards & Commissions in the Bentonville Municipal Code
Action Recommendation & Justification:	An Ordinance codifying all boards, commissions, and authorities into a single chapter of the City of Bentonville Municipal Code. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	Currently, boards, commissions, and authorities are spread throughout different chapters of the code. Consolidating them will make is easier for staff and the public to locate.
Amount for Approval:	$ 0

Budget Impact

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

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

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

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

Budget Impact Notes for Consideration (Optional):

MEMO

TO: Mayor Stephanie Orman and Bentonville City Council
FROM: Shelli Kerr, AICP, Comprehensive Planning Manager
CC DATE: November 10, 2025
RE: **Consolidation of Boards in Municipal Code**

As we prepare for the adoption of the new Bentonville Community Code, staff identified an opportunity to improve the organization and consistency of code sections that establish and govern the City's boards and commissions.

Issue

Currently, the Planning Commission, Board of Adjustment and Tree and Landscape Committee are located in the zoning and land development appendices. These will not be in the Bentonville Community Code and need to be relocated. And upon further review, several other boards and commissions are found throughout the code in separate locations.

Recommendation

1. **Consolidate boards and commissions.** This initiative provides an opportunity to consolidate all boards and commissions under a single, newly created chapter for clarity and consistency. The proposed ordinance will:
    - Establish a new Chapter 12 dedicated to boards and commissions.
    - Relocate all existing board and commission provisions into the new chapter.
    - Repeal the current Article 2-VIII: *Boards, Commissions, and Authorities.*
2. **Minor adjustments.** In addition, staff recommend minor adjustments to the governing provisions of the Planning Commission, Board of Adjustment, and Tree and Landscape Advisory Committee to ensure consistency and reflect current practice. These changes are included as exhibits to the adopting ordinance and summarized below.

    Board of Adjustment:

    - Add statement authorizing the Mayor to assign available staff support.
    - Add language clarifying that there are no term limits and specifying how vacancies are filled.

    Planning Commission

    - Add statement authorizing the Mayor to assign available staff support.
    - Add language clarifying that there are no term limits.
    - Clarify that city plans must be adopted by City Council.

    Tree and Landscape Advisory Committee

    - Rename as the *Tree and Landscape Advisory Board* for consistency.
    - Add a formal statement establishing the board.
    - Add statement authorizing the Mayor to assign available staff support.
    - Establish a two-term limit for members.
    - Add provisions regarding member removal.
    - Add meeting requirements (frequency, open meetings, quorum, and minutes).
    - Add a "Limitations of Authority" section consistent with other boards.

ORDINANCE NO. _____

A ORDINANCE TO ESTABLISH CHAPTER 12 BOARDS, COMMISSION, AND AUTHORITIES; RELOCATING ALL BOARD AND COMMISSION CODES TO CHAPTER 12; DELETING ARTICLE 2-VIII BOARDS, COMMISSIONS AND AUTHORITIES; AND FOR OTHER PURPOSES.

WHEREAS, boards, commissions, and authorities are scattered throughout numerous chapters in the Bentonville Municipal Code; and

WHEREAS, all boards, commissions, and authorities should be codified into the same chapter of the Bentonville Municipal Code.

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

Section 1: That Bentonville Municipal Code Chapter 12 Boards, Commission, and Authorities should be and is hereby established as follows:

Art. 12-I	Generally (Reserved)
Art. 12-II	Active Transportation Advisory Board
Art. 12-III	Advertising & Promotions Commission
Art. 12-IV	Board of Adjustment
Art. 12-V	Construction Board of Appeals
Art. 12-VI	Dispute Resolution Committee
Art. 12-VII	Library Advisory Board
Art. 12-VIII	Municipal Airport Advisory Board
Art. 12-IX	Northwest Arkansas Conservation Authority
Art. 12-X	Reserved
Art. 12-XI	Ozark Transit Authority
Art. 12-XII	Parks and Recreation Advisory Board
Art. 12-XIII	Planning Commission
Art. 12-XIV	Public Art Advisory Board
Art. 12-XV	Traffic Safety and Signage Committee
Art. 12-XVI	Tree and Landscape Advisory Board
Art. 12-XVII	Utility Board

Section 2: That Bentonville Municipal Code should be and is hereby amended as follows:

a. Codify Ord. No. 2024-145 to Art. 12-II Active Transportation Advisory Board and renumber beginning at Sec 12-200.

b. Move Sec. 86-48 Advertising and Promotions Commission to Art. 12-III Advertising & Promotions Commission and renumber beginning at Sec 12-300.

c. Delete Appendix A, Sec. 301.04 Board of Adjustment and adopt Art. 12-IV Board of Adjustment, as shown in Exhibit A: Board of Adjustment, three copies of which are on file with the City Clerk and which is hereby adopted by reference as though it were copied herein fully.

d. Move Article 14-XIII Construction Board of Appeals to Art. 12-V Construction Board of Appeals and renumber beginning at Sec. 12-500.

e. Move Division 2-VIII-2 Dispute Resolution Committee to Art. 12-VI Dispute Resolution Committee and renumber beginning at Sec. 12-600.

f. Move Sec 54-4 Library Advisory Board to Art. 12-VII Library Advisory Board and renumber beginning at Sec. 12-700.

g. Move Article 10-II Airport Advisory Board to Art. 12-VIII Municipal Airport Advisory Board and renumber beginning at Sec. 12-800.

h. Move Article 34-II Northwest Arkansas Conservation Authority to Art. 12-IX NACA Board and renumber beginning at Sec. 12-900.

i. Move Division 2-VIII-3 Ozark Transit Authority to Art. 12-XI Ozark Transit Authority and renumber beginning at Sec. 12-1100.

j. Move Sec 62-I Parks Advisory Board to Art. 12-XII Parks and Recreation Advisory Board and renumber beginning at Sec. 12-1200.

k. Delete Chapter 74 and Appendix A, Sec 301.02 Planning Commission and adopt Art. 12-XIII Planning Commission, as shown in Exhibit B: Planning Commission, three copies of which are on file with the City Clerk and which is hereby adopted by reference as though it were copied herein fully.

l. Move Sec 94-1 Traffic Safety and Signage Committee to Art. 12-XV Traffic Safety and Signage Committee and renumber beginning with Sec. 12-1500.

m. Delete Appendix B, Sec 1300.04 Establishment of a Tree and Landscape Advisory Committee and adopt Art. 12-XVI Tree and Landscape Advisory Board, as shown in Exhibit C: Tree and Landscape Advisory Board, three copies of which are on file with the City Clerk and which is hereby adopted by reference as though it were copied herein fully.

n. Codify Ordinance No. 2019-148 to Art. 12-XVII Utility Board and renumber beginning at Sec. 12-1700.

Section 3: That Bentonville Municipal Code Chapter 2-VIII Boards, Commissions and Authorities should be and is hereby deleted;

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

Section 5 - Repeal of Conflicting Provisions: All ordinances, resolutions, or orders of the City Council, or parts of the same, in conflict with this 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

Exhibit A
Board of Adjustment

Chapter 12 Boards, Commissions, and Authorities

Art. 12-IV Board of Adjustment

Sec 12-400 Board of Adjustment Established

There is hereby established the board of adjustment. The mayor is authorized to provide available staff to assist the board, as approved through city budget and expenditure processes.

Sec 12-410 Composition

(a) *Membership*. The board of adjustment shall consist of five (5) members with one (1) member appointed from the membership of the planning commission.
(b) *Appointment*. Each board member shall be appointed by the mayor and confirmed by a majority vote of the city council.

Sec 12-420 Terms

(a) *Term length*. Each member of the board of adjustment shall serve for five (5) years. Appointments shall be staggered.
(b) *Term limits*. There are no term limits for board of adjustment members.
(c) *Vacancies.* When the term of any member of the board of adjustment expires or in the event of any vacancy, the mayor shall make a nomination to fill the vacancy. The person so nominated and confirmed by the city council shall serve for the remainder of the term of the person whom he or she replaced.
(d) *Removal*. A member of such board of adjustment, once qualified, can thereafter be removed during his/her term of office only for cause on a majority vote of the city council. In the event of the death, resignation, or removal of any such member before the expiration of his/her term, a successor shall be appointed by the Mayor and confirmed by city council to serve his/her unexpired term by resolution.

Sec 12-430 Organization

(a) *Officers*. A chairperson, vice chairperson, and secretary shall be elected annually by the board from among its membership. The chairperson, or in his/her absence, the vice chairperson, shall preside at all meetings and decide all points of order or procedure.

(b) *Rules and regulations to be adopted*. The board of adjustment shall adopt bylaws to establish rules necessary to the conduct of its affairs and in keeping with the provisions of this chapter and for appeals to floodplain interpretations.

Sec 12-440 Meetings

(a) *Frequency.* Meetings shall be held on a regular schedule and at such other times as the board may determine. All meetings shall be open to the public.

(c) *Minutes*. The board of adjustment shall keep minutes of its proceedings, showing the vote of each member upon each question, or if absent or if failing to vote, indicating such fact; it shall keep records of its examinations and other official actions, all of which shall be a public record and be immediately filed in the planning office.

(d) *Quorum*. A quorum of the board shall consist of three (3) members. The concurring vote of three (3) of the board members shall be necessary to revise any order or decision of the Community development director or to decide on any matter upon which it is required to pass under this chapter.

Sec 12-450 Powers and duties

The board of adjustment shall have all the powers and duties prescribed by law and by this chapter, which are more particularly described as follows:

(a) *Appeal of interpretation*. To hear and decide appeals where it is alleged there is error in any order, requirement, decision or determination made by the administrative official in the enforcement of this chapter and floodplain regulations. The board may affirm or reverse, in whole or in part, said decision of the community development director.

(e) *Variances*. To hear and decide requests for variances from the literal provisions of the zoning ordinance in instances where strict enforcement of the ordinance would cause undue hardship due to circumstances unique to the individual property under consideration, and grant such variances only when it is demonstrated that such action will be in keeping with the spirit and intent of the provisions of the ordinance.

(f) *Determination of zoning district boundaries*. In addition to the powers and duties specified above, the board shall also have the powers and duties to hold public hearings and interpret zoning district boundaries where uncertainty exists as to the boundaries of the zoning districts or when the street or property lines existing on the ground are at variance with those shown on the Zoning District Map.

Exhibit B
Planning Commission

Chapter 12 Boards, Commissions, and Authorities

Art. 12-XIII Planning Commission

Sec 12-1300 Planning Commission established

There is hereby established the planning commission for the purpose described in Sec 12-1310. The mayor is authorized to provide available staff to assist the commission, as approved through city budget and expenditure processes.

Sec 12-1310 Purpose of the planning commission

The general purpose of the planning commission is to:

(a) Prepare, or have prepared, a plan of the municipality;

(b) Receive and make recommendations on public and private proposals for development;

(c) Prepare and administer planning regulations;

(d) Prepare and transmit to the legislative body recommended ordinances implementing plans; and

(e) Advise and counsel the city government and other public bodies.

Sec 12-1320 Composition

(a) *Membership.* The planning commission shall consist of seven (7) members, at least two-thirds of whom shall not hold any elective or appointive city office except membership in the board of adjustment or a joint planning agency.

(b) *Appointment.* The members of the planning commission shall be appointed by the mayor and confirmed by a majority vote of the city council.

Sec 12-1330 Terms

(b) *Term length*. The members of the planning commission shall serve for five-year staggered terms.

(c) *Term limits.* No member shall serve more than two (2), five-year terms without a one-year roll-off period. After two (2) full terms have been served, the member must roll-off planning commission for at least one (1) year before being eligible for re-appointment.

(d) *Vacancies*. When the term of any member of the planning commission expires or in the event of any vacancy, the mayor shall make a nomination to fill the vacancy. The person

nominated and confirmed by the city council shall serve for the remainder of the term of the person whom he or she replaced.

Sec 12-1340 Organization

(a) *Election of officers*. The planning commission shall from its membership elect a chairperson, a vice-chairperson, and such other officers as it may require. The chairperson shall not hold any other city office or appointment.

(b) *Rules and regulations to be adopted; limitation on delegation of duties to committees*.

(1) The planning commission shall make and adopt bylaws establishing rules and regulations for the discharge of its duties and the transaction for business and such rules and regulations shall provide for such committees within the commission as may be found necessary and advisable and the duties of such committees shall be prescribed by the commission.

(2) No committee established pursuant to subsection (1) of this section shall exercise duties delegated by state law or this article that are organic to the commission.

(3) Such rules and regulations may also provide for special meetings and the manner of calling the same.

Sec 12-1350 Meetings

(c) *Frequency.* The planning commission shall provide for a regular meeting date of the commission at least once in each quarter of each calendar year or more often if prescribed by the commission.

(c) *Minutes*. The planning commission shall keep minutes of its proceedings, showing the vote of each member upon each question, or if absent or if failing to vote, indicating such fact; it shall keep records of its examinations and other official actions, all of which shall be a public record and be immediately filed in the planning department.

(d) *Quorum*. A quorum of the planning commission shall be a majority of the appointive members present.

(e) *Appropriation by council required prior to expending or encumbering funds*. The planning commission shall not expend or encumber funds without prior appropriation by the city council.

Sec 12-1360 Responsibilities and Duties

(a) *Comprehensive study*. The planning commission shall make a comprehensive study of present conditions and future growth of the city and its neighborhood and adjacent

territory for the purpose of planning a coordinated, adjusted, and harmonious development of the city and its environs which would promote the following, in accordance with future needs:

(1) The safety, morals, order, convenience, prosperity, and general welfare of its citizens.
(2) Efficiency and economy in the process of development, convenience or traffic.
(3) Safety from fires and other dangers.
(4) Adequate light and air, healthful, and convenient distribution of population.
(5) Provision of adequate open spaces, good civic design, and arrangement.
(6) Wise and efficient expenditure of public funds.
(7) Adequate provision for public utilities and for other matters pertaining to the public requirements.

(b) *Formulate plans.* The planning commission shall formulate and maintain a plan of the territory within its planning jurisdiction in accordance with state law, which plan shall at least embrace the subjects prescribed by state law and which shall be recommended by the planning commission after public hearing and notice as provided by state law and adopted by city council by resolution.

(c) *File plans*. When the city council has approved any plan, the same shall be filed in the office of the city clerk and in the office of the circuit clerk and county recorder.

(d) *Amend plans*. Whenever a plan has been adopted by the city council and filed for record, the same shall not be changed, altered, or amended except by the procedure required by state law for the adoption of an original plan.

(f) *Approve construction of streets, public utilities, and public facilities.* Whenever a plan has been so adopted, filed and become effective, no new street, square, park or other public way, ground or open space, or any public building or structure or public utility, whether publicly or privately owned, shall be constructed or authorized to be constructed in any section or district of the planning jurisdiction embraced within a plan until the location, character and extent thereof shall have been submitted to the planning commission in the manner prescribed by state law.

(g) *Adopt rules governing subdivision of land.* Following adoption and filing of a master street plan, the planning commission may prepare and shall administer, after approval of the legislative body, regulations controlling the development of land pursuant to A.C.A. 14-56-417.

(h) *Cooperate with other planning bodies*. The planning commission shall have the authority to cooperate with official and unofficial planning bodies for the purpose of coordinating the preparation of plans for the city and its adjacent territory.

EXHIBIT C
Tree and Landscape Advisory Board

Chapter 12 Boards, Commissions, and Authorities

Art. 12-XVI Tree and Landscape Advisory Board

Sec. 12-1600 Tree and Landscape Advisory Board Established

The city council hereby establishes the Tree and Landscape Advisory Board (TLAB). The mayor is authorized to provide available staff to assist the board, as approved through city budget and expenditure processes.

Sec 12-1610 Composition

(a) *Membership.* The TLAB shall consist of seven (7) voting members. The members shall consist of at least three (3) persons professionally trained in fields such as forestry, botany, horticulture, and/or landscape architecture.

(b) *Appointment.* The members of the board shall be appointed by the Mayor and confirmed by city council.

(c) *Ex-officio.* One member of city council, as appointed by the mayor and approved by the city council, may serve as ex-officio.

(d) *Compensation*. All appointed members shall serve without compensation.

Sec 12-1620 Terms

(a) *Term length.* One term shall be limited to three (3) years, with terms to be alternated so that a maximum of three (3) appointments expire in one (1) year. Said members shall serve until their successors are duly appointed by the Mayor and approved by city council

(b) *Term limits*. No member shall serve more than two (2) consecutive full terms. Past members are eligible to serve again one (1) year after the date their last term expired.

(c) *Vacancies.* Vacancies shall be filled for the unexpired term in the same manner as original appointments are made.

Sec 12-1630 Removal

Any board member appointed by the city council may be removed at any time by a majority of the elected members of the city council. The mayor may also remove from office any board member upon approval by the city council.

Sec 12-1640 Organization

(a) *Bylaws*. The TLAB shall adopt bylaws and rules of order.

(b) *Officers*. The officers of the board shall be a chairperson and vice chairperson. Officers shall serve two (2)-year terms and may serve a maximum of two (2) consecutive terms

in a single office. Officers are elected by the voting TLAB members. The TLAB may establish officer responsibilities and rules along with procedures for elections and vacancies through adoption of bylaws.

Sec 12-1650 Meetings

(a) *Frequency.* The TLAB will meet at least quarterly, or as frequently as monthly when there is business to review.

(b) *Open meetings.* All requirements of the laws of the State of Arkansas concerning open meetings and notice shall be met.

(c) *Quorum*. A quorum shall exist when a majority of the voting members of the board are present. Ex-officio members or staff support shall not be counted in arriving at a quorum. In absence of a quorum, no business shall be conducted by the board, except rescheduling the meeting.

(d) *Minutes.* Written minutes shall be made for all board meetings. The minutes shall be posted to the city website when the agenda for the upcoming meeting is posted. The minutes of each meeting shall be approved by the board at its next meeting.

Sec 12-1660 Responsibilities and Duties

The TLAB serves in an advisory capacity to:

(a) Advise and consult the Community Development Director on issues pertaining to the Tree Preservation Ordinance and its enforcement.

(b) Organize and administer an ongoing program of public education designed to increase public awareness of trees, their needs, and proper care.

(c) Assist in the dissemination of news and information regarding the protection, maintenance, removal, and planting of trees in the City of Bentonville.

(d) Monitor the needs of the City of Bentonville with regard to its tree planting and preservation program.

(e) Organize and manage Tree Giveaways.

Sec 12-1670 Limitations of authority

The authority of the board is expressly limited to the specific responsibilities and duties contained herein and nothing herein shall be construed or interpreted to:

(a) Grant the board authority over the operation of any department, division, office, officer, or employee of the city except as may be requested by the mayor or city council in special circumstances.

(b) Diminish the responsibility of the mayor in resolving conflicts which may arise over what specific items may be within the scope of authority of the board.

(c) Diminish the authority of the city council over funding, operations, fixed assets, indebtedness, budget, and other areas as applicable under Arkansas law.

(d) Create a commission under any state law regarding the creation of autonomous committees or commissions.

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	12/9/2025	**Submitted By:**	Shelli Kerr
Phone:	479-271-3122	**For Department(s):**	Comprehensive Planning
Email:	skerr@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Reappointment of Sara Asplund to Public Art Advisory Committee
Action Recommendation & Justification:	Reappointment of Sara Asplund, based upon staff recommendation to the Mayor, to Position 3 on the Public Art Advisory Committee (PAAC). This term begins 01/01/2026 and expires 12/31/2028. Memo and committee application attached.
Additional Comments for Consideration (Optional):	
Amount for Approval:	$

Budget Impact

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

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

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

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

Budget Impact Notes for Consideration (Optional):

MEMO

To: City Council Members and City Clerk
From: Stephanie Orman, Mayor
CC Date: December 9, 2025
Re: Reappointment of Sara Asplund to the Public Art Advisory Committee

Based on staff recommendation, I recommend Sara Asplund for reappointment to Position 3 on the Public Art Advisory Committee (PAAC). Sara was appointed to the position in August to fill an unexpired term. This will be her first three-year term that begins 01/01/2026 and expires 12/31/2028. At that time, Sara will be eligible to request reappointment for a second term.

SO
Stephanie Orman, Mayor

RECEIVED 10/30/24

Boards and Commissions Application Form

Applicant Information	
First Name	Sara
Last Name	Asplund
Address	[redacted]
City	BENTONVILLE
State	Arkansas
Zip Code	72712
Home / Cell Phone	[redacted]
Email Address	[redacted]
Length of Bentonville Residency	34 years (minus 2 years in Bella Vista)
Employer	Bentonville Public Schools
Occupation	art teacher
Business Phone	[redacted]

(Section Break)

References
Please provide 2 references

Name	Aaron Lawson
Email Address	[redacted]
Address	[redacted]
City	BENTONVILLE
State	Arkansas
Zip Code	72712

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

(Section Break)

Board Selection and Qualifications

Select all commissions and boards for which you would like to be considered:	Public Art Advisory Committee
1. What are your qualifications for serving on this commission or board, including education and subject matter expertise?	I am the art teacher at Apple Glen Elementary here in Bentonville, where I have been for 13 years. I teach all students K-4. Art and teaching are my passions and I truly believe I have a dream job. Before switching to become an art teacher, I took 2 years of various art classes at the University of Arkansas working towards a Graphic Design degree. Not only do I love teaching art, but I love getting my students excited about the art and artists here in our town. I am on the leadership team here at Apple Glen, and have also completed 2 years of training with the Arkansas Leadership Academy out of Little Rock.
2. Why would you like to be considered for appointment to this commission or board?	I am 41 years old, and grew up here in Bentonville. My love for this town is big, and I truly love how art-centered our city has become. Seeing new murals and sculptures pop up bring me so much joy, and I am always quick to come to school and tell my students what I've seen and encourage them to get out and see the art for themselves. I would like to be considered for this

	because I have been wanting to serve/give back to my city for quite awhile now and have been eyeing different committees/boards when posted, trying to find a place I could fit in. When I saw this on Facebook, I immediately knew this is it! I love art, I love Bentonville, and I love collaborating with others. This couldn't be more perfect for me.
3. What do you hope to be able to contribute?	I hope to help build/grow our city/school connection and find ways to get students involved and/or excited about art. I'd also like to find a way to bring more resources into our schools about our local art and artists. I am always on our trails and always checking out new installations, murals, etc. and have a great eye for all things art. I love to collaborate and bounce ideas off others and LOVE seeing visions come to life.

(Section Break)

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

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

(Section Break)

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

Agreement to Abide by Restrictions on Appointees	Sara Asplund
Date	10/30/2024

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	12/9/2025	**Submitted By:**	Taylor Allen
Phone:	479-271-3122	**For Department(s):**	Planning
Email:	tallen@bentonvillear.com		

Item Type (Check all that apply)

☑ **Informational** ☐ **Bid Award** ☐ **Enter into an Agreement** ☐ **Change Order**

☐ **Recognizing Funds** ☐ **Budget Adjustment** ☐ **Waiver of Bid** ☐ **Emergency Clause**

☐ **Ordinance** ☐ **Resolution** ☑ **Informational** ☑ **Appointment**

Title, Recommendation & Justification

Title:	Tree & Landscape Advisory Committee Reappointment of Helen Lampkin
Action Recommendation & Justification:	Reappointment of Helen Lampkin, based upon staff recommendation to the Mayor, for a second term on the Tree & Landscape Advisory Committee. Her current term expires Dec. 31, 2025. Her second three-year term would begin January 1, 2026 and expires Dec. 31, 2028. Tree & Landscape Advisory Committee does not have term limits. Memo and request for reappointment attached.
Additional Comments for Consideration (Optional):	
Amount for Approval:	$

Budget Impact

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

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

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

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

Budget Impact Notes for Consideration (Optional):

MEMO

To: Mayor Stephanie Orman and Bentonville City Council
From: Planning Staff
CC date: December 9, 2025
RE: Nomination for the Tree and Landscape Committee

Request.

Reappointment of Helen Lampkin for her position on the Tree and Landscape Advisory Committee.

Process.

The process for selecting a new member of the Tree and Landscape Committee consisted of an online application period, candidate screening, and offering reappointment requests for current committee members. The process was overseen by Taylor Allen.

Reasoning.

Helen Lampkin was initially appointed to fill an unexpired term and started serving in January, 2025. If reappointed, this would be her first full term.

Helen Lampkin has been an active and engaged member of the committee for the past year. In addition to regularly attending meetings, Helen has connected the committee with local organizations that support the mission of the Tree and Landscape Committee, such as Arbor Day Foundation. She has suggested many ideas for future projects that the Committee could undertake, including educational outreach events and partnerships with the library. Her enthusiasm for the work of the committee makes her a valuable asset to the community.

Recommendation.

Confirmation of Helen Lampkin for reappointment to the Tree and Landscape Committee.

MEMO

To: City Council Members and City Clerk
From: Stephanie Orman, Mayor
CC date: December 9, 2025
RE: Reappointment of Helen Lampkin to the Tree and Landscape Advisory Committee

Based on staff recommendation, I recommend Helen Lampkin for reappointment to Position 3 on the Tree and Landscape Advisory Committee. Her current term expires on December 31, 2025.

She was first appointed in January 2025 to fill an unexpired term. This will be Ms. Lampkin's first full term that will expire on December 31, 2028.

Stephanie Orman

RECEIVED 11/12/25

Boards and Commissions Application Form

Applicant Information

First Name	Helen
Last Name	Lampkin
Address	[redacted]
City	Bentonville
State	AR
Zip Code	72712
Home / Cell Phone	[redacted]
Email Address	[redacted]
Length of Bentonville Residency	20 years
Employer	Retired
Occupation	retired
Business Phone	[redacted]

(Section Break)

References

Please provide 2 references

Name	Holly Hook
Email Address	[redacted]
Address	*Field not completed.*
City	Bentonville

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

(Section Break)

Board Selection and Qualifications

Select all commissions and boards for which you would like to be considered:	Tree & Landscape Advisory Committee
1. What are your qualifications for serving on this commission or board, including education and subject matter expertise?	As the current Chair of the Bentonville Garden Club's Arbor Day Committee, I've developed a deep appreciation and understanding of the essential role trees play in sustaining both humanity and the environment. In addition, I served for several years as Chair of the Landscape & Grounds Committee for the Chapel Hill POA during my 16-year residency in that community. These experiences have strengthened my commitment to fostering thoughtful landscape practices and promoting environmental stewardship. In both positions I worked with P&R and Mayor's office on different projects. One being to help the City maintain status as Tree City USA.

2. Why would you like to be considered for appointment to this commission or board?	As I near the completion of my partial term on the Tree & Landscape Committee for 2025, I've greatly enjoyed contributing to our shared efforts to enhance and protect our community's natural beauty. I would welcome the opportunity to remain on the committee for another term and continue this important work.
3. What do you hope to be able to contribute?	I hope to continue contributing to the Tree and Landscape Committee by helping guide thoughtful decisions that support the City of Bentonville's long-term environmental goals. Our city is at a pivotal time in restoring its tree canopy following recent storm damage, and our community clearly values continued efforts to rebuild and sustain our forests and landscapes. I am committed to dedicating the time and effort needed to serve effectively and to help Bentonville maintain its natural beauty for future generations.
4. Meeting Times	AGREED

(Section Break)

Qualifications for Serving

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

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

(Section Break)

Restrictions on Appointees

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

Agreement to Abide by Restrictions on Appointees	Helen J Lampkin
Date	11/12/2025

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	12/9/2025	**Submitted By:**	Taylor Allen
Phone:	479-271-3122	**For Department(s):**	Planning
Email:	tallen@bentonvillear.com		

Item Type (Check all that apply)

☑ **Informational** ☐ **Bid Award** ☐ **Enter into an Agreement** ☐ **Change Order**

☐ **Recognizing Funds** ☐ **Budget Adjustment** ☐ **Waiver of Bid** ☐ **Emergency Clause**

☐ **Ordinance** ☐ **Resolution** ☑ **Informational** ☑ **Appointment**

Title, Recommendation & Justification

Title:	Tree & Landscape Advisory Committee Reappointment of Mark Lankford
Action Recommendation & Justification:	Reappointment of Mark Lankford, based upon staff recommendation to the Mayor, for a second term on the Tree & Landscape Advisory Committee. His current term expires Dec. 31, 2025. His second three-year term would begin January 1, 2026 and expires Dec. 31, 2028. Tree & Landscape Advisory Committee does not have term limits. Memo and request for reappointment attached.
Additional Comments for Consideration (Optional):	
Amount for Approval:	$

Budget Impact

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

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

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

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

Budget Impact Notes for Consideration (Optional):

MEMO

To: Mayor Stephanie Orman and Bentonville City Council
From: Planning Staff
CC date: December 9, 2025
RE: Nomination for the Tree and Landscape Committee

Request.

Reappointment of Mark Lankford for his position on the Tree and Landscape Advisory Committee.

Process.

The process for selecting a new member of the Tree and Landscape Committee consisted of an online application period, candidate screening, and offering reappointment requests for current committee members. The process was overseen by Taylor Allen.

Reasoning.

Mark Lankford was initially appointed to fill an unexpired term and started serving in March, 2023. If reappointed, this would be his first full term.

Mark has been an active and engaged member of the committee for the past year. In addition to attending meetings, Mark has suggested many ideas for future projects that the Committee could undertake, including educational outreach events and partnerships with the library. He has demonstrated knowledge of tree species preservation and the advancement of biodiversity in Bentonville's landscape. His enthusiasm for the work of the committee makes him a valuable asset to the community.

Recommendation.

Confirmation of Mark Lankford for reappointment to the Tree and Landscape Committee.

MEMO

To: City Council Members and City Clerk
From: Stephanie Orman, Mayor
CC date: December 9, 2025
RE: Reappointment of Mark Lankford to the Tree and Landscape Advisory Committee

Based on staff recommendation, I recommend Mark Lankford for reappointment to Position 7 on the Tree and Landscape Advisory Committee. His current term expires on December 31, 2025.

He was first appointed in March 2023 to fill an unexpired term. This will be Mr. Lankford's first full term that will expire on December 31, 2028.

SO
Stephanie Orman

RECEIVED
11/12/25

Boards and Commissions Application Form

Applicant Information

First Name	Mark
Last Name	Lankford
Address	[redacted]
City	Bentonville
State	AR
Zip Code	72712
Home / Cell Phone	[redacted]
Email Address	[redacted]
Length of Bentonville Residency	34 years
Employer	Retired
Occupation	Retired
Business Phone	[redacted]

(Section Break)

References

Please provide 2 references

Name	Brian Wagner
Email Address	[redacted]
Address	[redacted]
City	Bella Vista
State	Arkansas
Zip Code	72714
Phone Number	[redacted]

Name	Chuck White
Email Address	[redacted]
Address	[redacted]
City	Bentonville
State	Arkansas
Zip Code	72712
Phone Number	[redacted]
Fax Number	*Field not completed.*

(Section Break)

Board Selection and Qualifications

Select all commissions and boards for which you would like to be considered:	Tree & Landscape Advisory Committee
1. What are your qualifications for serving on this commission or board, including education and subject matter expertise?	Long term resident of Bentonville. Retired software engineer. Life long study of trees and most other plants as well.
2. Why would you like to be considered for appointment to this commission or board?	I care about my community and want to give of my time.
3. What do you hope to be able to contribute?	To make Bentonville a better place to live, for my children and grandchildren.
4. Meeting Times	AGREED

(Section Break)

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

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

(Section Break)

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

Agreement to Abide by Restrictions on Appointees	Mark Kevin Lankford
Date	11/12/2025

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	12/9/2025	**Submitted By:**	Machele Bowen
Phone:	479-271-3110	**For Department(s):**	HR
Email:	mbowen@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Ordinance Adopting 2026 Pay Plan Changes
Action Recommendation & Justification:	An Ordinance adopting 2026 Pay Plan changes which include salary survey adjustments for Police & Fire personnel. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	All items were included in the 2026 budget passed by city council. An emergency clause is needed so that these changes can go into effect January 1, 2026.
Amount for Approval:	$

Budget Impact

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

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

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

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

Budget Impact Notes for Consideration (Optional):

ORDINANCE NO. _____

AN ORDINANCE ADOPTING THE 2026 PAY PLAN CHANGES FOR THE CITY OF BENTONVILLE; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES.

WHEREAS, new positions, position upgrades, and title changes are requested for the 2026 Pay Plan;

WHEREAS, all positions, upgrades, and title changes are included in the 2026 budget and as attached in Exhibit "A"; and

WHEREAS, no budget adjustment is required.

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

Section 1: The 2026 Pay Plan Changes for the City of Bentonville should be and the same is hereby approved to include the following as attached in Exhibit "A";

Section 2: The 2026 Pay Plan shall also include a 3.5% increase to each pay grade and range, as included in the approved 2026 Budget;

Section 3 - Emergency Clause: The need to make this change is immediate, so as not to affect the implementation of the 2026 Pay Plan Changes, 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:

_____
STEPHANIE ORMAN, Mayor

ATTEST:

_____
MALORIE MARRS, City Clerk

CITY OF BENTONVILLE
2026 NON-EXEMPT PAY RANGES

GRADE	FLSA STATUS	JOB TITLE		MIN	MID	MAX
15	N	ADMINISTRATIVE ASSISTANT I	HOURLY	15.97	20.00	24.03
15	N	CUSTODIAN I	ANNUAL	33,218	41,600	49,982
15	N	CUSTOMER SERVICE REP I				
15	N	KENNEL TECHNICIAN				
15	N	LIBRARY SPECIALIST I				
15	N	METER READER I				
15	N	PARKS MAINTENANCE WORKER I				
15	N	POLICE CLERK I				
15	N	PROBATION CLERK				
15	N	PUBLIC WORKS MAINT WORKER I				
15	N	RECREATION SERVICES REP I				
16	N	ANIMAL SERVICES OFFICER	HOURLY	17.22	21.53	25.83
16	N	COLLECTIONS SPECIALIST	ANNUAL	35,818	44,772	53,726
16	N	CUSTODIAN II				
16	N	CUSTOMER SERVICE REP II				
16	N	CUSTOMER BILLING REP I				
16	N	FACILITIES MAINTENANCE TECH I				
16	N	HEAVY EQUIPMENT OPERATOR i				
16	N	ON-LINE ACCOUNTS REPRESENTATIVE				
16	N	PARKS MAINTENANCE WORKER II				
16	N	PUBLIC WORKS MAINT WORKER II				
16	N	PURCHASING AND COMPLIANCE SPECIALIST I				
16	N	RECREATION SERVICES REP II				
16	N	WAREHOUSE WORKER				
17	N	ADMINISTRATIVE ASSISTANT II	HOURLY	18.42	23.03	27.63
17	N	BUILDING PERMIT CLERK I	ANNUAL	38,314	47,892	57,470
17	N	DEPUTY COURT CLERK I				
17	N	HEAVY EQUIP OPERATOR I (STREET)				
17	N	HEAVY EQUIPMENT OPERATOR II				
17	N	LIBRARY SPECIALIST II				
17	N	METER READER II				
17	N	FIELD SERVICE TECHNICIAN				
17	N	PARKS MAINTENANCE WORKER III				
17	N	PUBLIC WORKS MAINT WORKER III				
17	N	POLICE CLERK II				
17	N	PURCHASING AND COMPLIANCE SPECIALIST II				
17	N	RECREATION SPECIALIST I				
18	N	ACCOUNTING SPECIALIST I	HOURLY	19.63	24.54	29.45
18	N	ADMINISTRATIVE TECHNICIAN	ANNUAL	40,830	51,043	61,256
18	N	BUILDING PERMIT CLERK II				
18	N	CUSTOMER SERVICE REP III				
18	N	CUSTOMER BILLING REP II				
18	N	DEPUTY COURT CLERK II				
18	N	KEY ACCOUNT REPRESENTATIVE				
18	N	GIS TECHNICIAN I				
18	N	HEAVY EQUIP OPERATOR II (STREET)				
18	N	HEAVY EQUIPMENT OPERATOR III				
18	N	MECHANIC - PARKS				
18	N	PARALEGAL				
18	N	RECREATION SPECIALIST II				
18	N	SIGN SHOP/STRIPING TECHNICIAN				
19	N	ACCOUNTING SPECIALIST II	HOURLY	20.83	26.04	31.25
19	N	ANIMAL SERVICES SUPERVISOR	ANNUAL	43,326	54,163	65,000
19	N	CREW LEADER - CUSTODIAL				
19	N	CREW LEADER - INVENTORY				
19	N	CREW LEADER - PARKS				
19	N	CREW LEADER PUBLIC WORKS				

19	N	DEPUTY COURT CLERK III				
19	N	EXECUTIVE ASSISTANT				
19	N	FACILITIES MAINTENANCE TECH II				
19	N	HEAVY EQUIP OPERATOR III (STREET)				
19	N	HUMAN RESOURCES SPECIALIST				
19	N	LEAD BILLING REPRESENTATIVE				
19	N	LEAD CUSTOMER SERVICE REP				
19	N	LIBRARY SPECIALIST III				
19	N	MARKETING AND COMMUNICATIONS SPECIALIST				
19	N	PARALEGAL II				
19	N	POLICE RECORDS SUPERVISOR				
19	N	PROBATION OFFICER/BAILIFF				
19	N	RECREATIONAL SPECIALIST III				
19	N	SYSTEMS TECHNICIAN I				
20	N	APPRENTICE TRAFFIC TECHNICIAN	HOURLY	22.04	27.55	33.06
20	N	BUILDING PERMIT ADMINISTRATOR	ANNUAL	45,843	57,304	68,765
20	N	CODE ENFORCEMENT OFFICER I				
20	N	GIS TECHNICIAN II				
20	N	FINANCIAL ANALYST				
20	N	HR BENEFITS COORDINATOR				
20	N	HORTICULTURIST				
20	N	MECHANIC - STREET				
20	N	PLANNING PROJECTS COORDINATOR				
20	N	PURCHASING AND COMPLIANCE SPECIALIST III				
20	N	SYSTEMS TECHNICIAN II				
20	N	TURF MAINTENANCE SPECIALIST				
21	N	ACCOUNTING SPECIALIST III	HOURLY	23.25	29.06	34.86
21	N	BUILDING INSPECTOR I	ANNUAL	48,360	60,434	72,509
21	N	CONSTRUCTION INSPECTOR				
21	N	CREW LEADER - STREET				
21	N	CUSTODIAL FOREMAN				
21	N	ENGINEER PROJECT/PERMIT COORD.				
21	N	IT FACILITIES COORDINATOR				
21	N	LIBRARIAN I				
21	N	PARALEGAL III				
21	N	PARKS FOREMAN				
21	N	RIGHT OF WAY PERMIT COORDINATOR				
21	N	TRAFFIC TECHNICIAN				
22	N	BUILDING INSPECTOR II	HOURLY	24.45	30.56	36.67
22	N	CHIEF DEPUTY COURT CLERK	ANNUAL	50,856	63,565	76,274
22	N	CODE ENFORCEMENT OFFICER II				
22	N	CUSTOMER SERVICE SUPERVISOR				
22	N	FACILITIES MAINTENANCE TECH III				
22	N	GIS ANALYST				
22	N	IT SERVICE DESK COORDINATOR				
22	N	METER FOREMAN				
22	N	SYSTEMS TECHNICIAN III				
22	N	URBAN FORESTER				
23	N	CODE ENFORCEMENT OFFICER III	HOURLY	25.65	32.06	38.47
23	N	DEVELOPMENT SERVICES COORDINATOR	ANNUAL	53,352	66,685	80,018
23	N	FIRE INSPECTOR-NON UNIFORMED				
23	N	GRANT WRITER				
23	N	JUNIOR SYSTEMS ADMINISTRATOR				
23	N	FACILITIES MAINTENANCE COORDINATOR				
23	N	LIBRARIAN II				
23	N	PLANNER				
24	N	PLANNER II	HOURLY	26.86	33.57	40.28
			ANNUAL	55,869	69,826	83,782
25	N	ASPHALT SUPERVISOR	HOURLY	28.66	35.82	42.97
25	N	CONTRUCTION SUPERVISOR	ANNUAL	59,613	74,495	89,378
25	N	GIS ANALYST				

25	N	PARKS AND RECREATION SUPERVISOR				
25	N	SENIOR BUILDING INSPECTOR				
25	N	TRAFFIC OPERATIONS CENTER SPECIALIST				
26	N	CHIEF BUILDING OFFICIAL	HOURLY	32.95	40.11	47.27
26	N	GIS COORDINATOR	ANNUAL	68,536	83,429	98,322
26	N	PLANNER III				

Note: Annual salaries are calculated from **hourly** rates of pay, using 2080 hours per year.

ADD-PAY TITLE	AMOUNT
Associates Degree	$35.00/PP
Bachelors Degree	$100.00/PP
Masters/PE/CPA	$150.00/PP
Bi-lingual	$100.00/PP
Code Specialist	$75.00/PP
Certified Court Clerk	$75.00/PP

CITY OF BENTONVILLE WATER 2026
NON EXEMPT PAY PLAN

GRADE	STATUS	JOB TITLE		MIN	MID	MAX
101	N	WATER DISTRIBUTION OPERATOR I (ASSOCIATE)	HOURLY	19.05	23.34	27.63
101	N	WASTEWATER COLLECTION OPERATOR I (ASSOCIATE)	ANNUAL	39,624	48,547	57,470
101	N	WRRF OPERATIONS TECHNICIAN I				
101	N	WRRF LAB TECHNICIAN I				
101	N	WRRF COMPOST TECHNICIAN I				
101	N	WRRF MAINTENANCE TECHNICIAN I				
102	N	WATER DISTRIBUTION OPERATOR II (INTERMEDIATE)	HOURLY	21.46	26.01	30.56
102	N	WASTEWATER COLLECTION OPERATOR II (INTERMEDIATE)	ANNUAL	44,637	54,101	63,565
102	N	WRRF OPERATIONS TECHNICIAN II				
102	N	WRRF LAB TECHNICIAN II				
102	N	WRRF COMPOST TECHNICIAN II				
102	N	WRRF MAINTENANCE TECHNICIAN II				
103	N	WATER DISTRIBUTION OPERATOR III (SENIOR)	HOURLY	21.87	26.56	31.25
103	N	WASTEWATER COLLECTION OPERATOR III (SENIOR)	ANNUAL	45,490	55,245	65,000
103	N	WRRF MAINTENANCE TECHNICIAN III				
103	N	WRRF LAB TECHNICIAN III				
103	N	WRRF OPERATIONS TECHNICIAN III				
103	N	WRRF COMPOST TECHNICIAN III				
104	N	WATER DISTRIBUTION CONTROLLER	HOURLY	22.04	27.55	33.05
104	N	WATER UTILITIES DAMAGE PREVENTION SPECIALIST	ANNUAL	45,843	57,294	68,744
104	N	WATER UTILITIES METER TECHNICIAN				
105	N	WATER DISTRIBUTION CREW LEADER	HOURLY	23.24	29.05	34.86
105	N	WW COLLECTION CREW LEADER	ANNUAL	48,339	60,424	72,509
105	N	WRRF COMPOST CREW LEADER				
106	N	WATER CROSS-CONNECTION CONTROL COORDINATOR	HOURLY	24.44	30.55	36.66
106	N	WATER NEW SERVICE COORDINATOR	ANNUAL	50,835	63,544	76,253
106	N	WATER PRE-TREATMENT COORDINATOR				
106	N	WATER PROJECT COORDINATOR				
107	N	WATER CONTROLLER FOREMAN	HOURLY	29.50	35.91	42.32
107	N	WATER METER SYSTEMS FOREMAN	ANNUAL	61,360	74,693	88,026
107	N	WRRF COMPOST FOREMAN				
107	N	WRRF OPERATIONS FOREMAN				
108	N		HOURLY	30.70	37.41	44.12
108	N		ANNUAL	63,856	77,813	91,770
109	N	GIS ANALYST	HOURLY	32.95	40.11	47.27
109	N	WATER CONSTRUCTION INSPECTOR	ANNUAL	68,536	83,429	98,322
		WATER UTILITIES SYSTEMS TECHNICIAN				
110	N	WATER DISTRIBUTION SUPERVISOR	HOURLY	33.22	40.99	48.76
110	N	WATER UTILITY OPERATIONS SUPERVISOR	ANNUAL	69,098	85,259	101,421
110	N	WATER UTILITY TECHNICAL SUPERVISOR				
110	N	WASTEWATER COLLECTIONS SUPERVISOR				
110	N	WRRF MAINTENANCE SUPERVISOR				
110	N	WRRF OPERATIONS SUPERVISOR				

110	N	WRRF LAB SUPERVISOR				

CITY OF BENTONVILLE WATER 2025
EXEMPT PAY RANGES

GRADE	STATUS	JOB TITLE		MIN	MID	MAX
201	E		HOURLY	33.22	42.31	51.39
			ANNUAL	69,098	87,994	106,891
204	E	WATER UTILITIES STAFF ENGINEER	HOURLY	34.43	45.77	57.10
204	E	PROJECT MANAGER	ANNUAL	71,614	95,191	118,768
205	E	WRRF ASSISTANT MANAGER	HOURLY	35.62	48.14	60.66
205	E	OPERATIONS MAINTENANCE ASSISTANT MANAGER	ANNUAL	74,090	100,131	126,173
205	E	TECHNICAL SERVICES ASSISTANT MANAGER LAND DEVELOPMENT				
205	E	TECHNICAL SERVICES ASSISTANT MANAGER CAPITAL CONSTRUCTION				
206	E	TECHNICAL SERVICES MANAGER	HOURLY	38.99	52.70	66.40
206	E	OPERATIONS/MAINTENANCE MANAGER	ANNUAL	81,099	109,606	138,112
206	E	WRRF MANAGER				
207	E	DEPUTY DIRECTOR WATER UTILITY	HOURLY	42.35	57.24	72.13
			ANNUAL	88,088	119,059	150,030
209	E	DIRECTOR WATER UTILITY	HOURLY	49.08	66.33	83.58
			ANNUAL	102,086	137,966	173,846

ADD-PAY TITLE	AMOUNT	CODE
Associates Degree	$35.00/PP	DA
Bachelors Degree	$100.00/PP	DB
Masters/PE/CPA	$150.00/PP	DM
Bi-lingual	$100.00/PP	BL

CITY OF BENTONVILLE
2026 ELECTRIC DEPARTMENT PAY RANGES

GRADE	FLSA STATUS	JOB TITLE		MIN	MID	MAX
91	N	APP ELECTRIC ENGINEERING TECH	HOURLY	19.75	24.69	29.62
91	N	ELECTRIC CAD TECHNICIAN	ANNUAL	41,080	51,345	61,610
91	N	FIELD OPERATIONS COORDINATOR				
91	N	TREE TRIMMER I				
91A	N	APPRENTICE LINEMAN I	HOURLY	24.68	24.68	24.68
			ANNUAL	51,334	51,334	51,334
91B	N	APPRENTICE LINEMAN II	HOURLY	29.62	29.62	29.62
			ANNUAL	61,610	61,610	61,610
91C	N	APPRENTICE LINEMAN III	HOURLY	34.96	34.96	34.96
			ANNUAL	72,717	72,717	72,717
91D	N	APPRENTICE LINEMAN IV	HOURLY	40.15	40.15	40.15
			ANNUAL	83,512	83,512	83,512
92	N	ELECTRIC ENGINEERING TECH I	HOURLY	27.29	31.13	34.96
92	N	ELECTRIC TECHNICIAN I	ANNAUL	56,763	64,740	72,717
92	N	NEW SERVICE COORDINATOR I				
92	N	TREE TRIMMER II				
93	N	APPRENTICE LINEMAN IV	HOURLY	31.14	35.65	40.15
93	N	ELECTRIC ENGINEERING TECH II	ANNUAL	64,771	74,142	83,512
93	N	ELECTRIC TECHNICIAN II				
93	N	NEW SERVICE COORDIANTOR II				
93	N	TREE TRIMMER III				
93A	N	TREE TRIMMING CREW LEADER	HOURLY	35.89	40.07	44.25
			ANNUAL	74,651	83,346	92,040
94	N	ELECTRIC ENGINEERING TECH III	HOURLY	35.89	41.08	46.27
94	N	ELECTRIC SYSTEMS COORDINATOR	ANNUAL	74,651	85,446	96,242
94	N	ELECTRIC TECHNICIAN III				
94	N	NEW SERVICE COORDINATOR III				
95	N	JOURNEYMAN LINEMAN	HOURLY	51.75	51.75	51.75
95	N	CONSTRUCTION COORDINATOR	ANNUAL	107,640	107,640	107,640
95	N	SAFETY COMPLIANCE OFFICER				
95A	N	ELECTRIC DEVELOPMENT COORD.	HOURLY	41.78	48.36	54.93
			ANNUAL	86,902	100,578	114,254
96	N	ELECTRIC CREW LEADER	HOURLY	54.34	54.34	54.34
96	N	SUBSTATION TECHNICIAN	ANNUAL	113,027	113,027	113,027
96A	E	ASST ELECTRIC ENGINEER. MANAGER	HOURLY	46.58	54.34	62.10
			ANNUAL	96,886	113,027	129,168
97	N	FIELD ELECTRIC SUPERVISOR	HOURLY	56.93	56.93	56.93
			ANNUAL	118,414	118,414	118,414
98	E	ELECTRIC ENGINEERING MANAGER	HOURLY	45.43	61.31	77.19
		ELECTRIC CONSTRUCTION MANAGER	ANNUAL	94,494	127,525	160,555

CITY OF BENTONVILLE
2026 EXEMPT PAY RANGES

GRADE	FLSA STATUS	JOB TITLE		MIN	MID	MAX
32	E	PART-TIME MEDICAL DIRECTOR	HOURLY	28.85	28.85	28.85
			ANNUAL	60,008	60,008	60,008
33	E	ACCOUNTANT	HOURLY	28.90	39.06	49.21
33	E	AIRPORT MANAGER	ANNUAL	60,112	81,234	102,357
33	E	ASST PARKS MAINTENANCE MANAGER				
33	E	ASST STREET DEPT MANAGER				
33	E	ASST PW MAINT DEPT MANAGER				
33	E	ASST UTILITY BILLING MANAGER				
33	E	BIKE & PEDESTRIAN PLANNER				
33	E	COMMUNICATIONS MANAGER				
33	E	ENGINEERING PROJECT MANAGER				
33	E	INVENTORY MANAGER				
33	E	IT APPLICATIONS MANAGER				
33	E	NETWORK ADMINISTRATOR				
33	E	PARKS PLANNER				
33	E	PURCHASING AGENT				
33	E	SENIOR LIBRARIAN				
33	E	SENIOR PLANNER				
33	E	STORMWATER COORDINATOR				
34	E	ACCOUNTING MANAGER	HOURLY	34.43	45.77	57.10
34	E	ANIMAL SERVICES MANAGER	ANNUAL	71,614	95,191	118,768
34	E	ASSISTANT HR MANAGER				
34	E	BILLING & COLLECTIONS MANAGER				
34	E	CHIEF COURT CLERK				
34	E	PARKS MAINTENANCE MANAGER				
34	E	PW MAINTENANCE MANAGER				
34	E	RECREATION FACILITIES MANAGER				
34	E	STAFF ENGINEER				
34	E	STREET DEPARTMENT MANAGER				
34	E	SYSTEMS ADMINISTRATOR				
35	E	COMPREHENSIVE PLANNING MGR	HOURLY	35.62	48.14	60.66
35	E	PLANNING SERVICES MANAGER	ANNUAL	74,090	100,131	126,173
35	E	RECREATION SERVICES MANAGER				
36	E	ASSISTANT FINANCE DIRECTOR	HOURLY	38.99	52.70	66.40
36	E	DEPUTY DIRECTOR PARKS & RECREATION		81,099	109,606	138,112
37	E	ASSOCIATE STAFF ATTORNEY	HOURLY	42.35	57.24	72.13
37	E	CITY ENGINEER	ANNUAL	88,088	119,059	150,030
37	E	DEPUTY DIR. TRANSPORTATION				
37	E	HUMAN RESOURCES DIRECTOR				
37	E	IT DIRECTOR				
37	E	LIBRARY DIRECTOR				
38	E	PARKS & RECREATION DIRECTOR	ANNUAL	45.78	61.82	77.85
38	E	COMMUNITY DEVELOPMENT DIR		95,222	128,575	161,928
38	E	TRANSPORTATION DIRECTOR				
39	E	FINANCE DIRECTOR	HOURLY	49.08	66.34	83.59
				102,086	137,977	173,867
39A	E	ELECTRIC UTILITY DIRECTOR	HOURLY	$52.44	70.88	$89.31
		STAFF ATTORNEY	ANNUAL	109,075	147,420	185,765
40	E	PUBLIC WORKS EXECUTIVE DIRECTOR	HOURLY	$56.25	75.91	$95.56
			ANNUAL	117,000	157,882	198,765

Add Pay Title	Amount
Certified Court Manager	$100.00

CITY OF BENTONVILLE
2026 POLICE DEPARTMENT PAY RANGES

GRADE	FLSA STATUS	JOB TITLE		MIN	MID	MAX
60A	N	TELECOMMUNICATOR I (TRAINING)	HOURLY	19.80	19.80	19.80
			ANNUAL	41,184	41,184	41,184
60B	N	TELECOMMUNICATOR II	HOURLY	21.32	23.62	25.92
			ANNUAL	44,346	49,130	53,914
60C	N	TELECOMMUNICATOR III	HOURLY	23.89	27.23	30.57
			ANNUAL	49,691	56,638	63,586
61	N	TELECOMMUNICATOR SHIFT SUPV.	HOURLY	24.63	30.43	36.23
61	N	TRAINER / QA COORDINATOR	ANNUAL	51,230	63,294	75,358
62	N	TELECOMMUNICATIONS ASSISTANT MANAGER	HOURLY	28.47	36.46	44.44
			ANNUAL	59,218	75,826	92,435
63	E	TELECOMMUNICATIONS MANAGER	HOURLY	32.75	42.49	52.22
			ANNUAL	68,120	88,369	108,618
40	N	POLICE OFFICER I	HOURLY	25.71	26.39	27.07
			ANNUAL	53,477	54,891	56,306
41	N	POLICE OFFICER II	HOURLY	27.32	31.78	36.23
			ANNUAL	56,826	66,092	75,358
42	N	POLICE CORPORAL	HOURLY	31.12	36.81	42.49
			ANNUAL	64,730	76,554	88,379
43	N	POLICE SERGEANT	HOURLY	35.79	42.57	49.34
			ANNUAL	74,443	88,535	102,627
44	N	POLICE LIEUTENANT	HOURLY	42.48	51.66	60.84
			ANNUAL	88,358	107,453	126,547
45	E	POLICE CAPTAIN	HOURLY	47.28	55.89	64.50
			ANNUAL	98,342	116,251	134,160
46	E	RESERVED FOR FUTURE USE	HOURLY	49.52	58.00	66.47
			ANNUAL	103,002	120,630	138,258
47	E	POLICE CHIEF	HOURLY	56.41	69.55	82.68
			ANNUAL	117,333	144,654	171,974

TE CERTIFICATE PAY	
General Certificate	$75.00
Intermediate Certificate	$100.00
Advanced Certificate	$150.00
Senior Certificate	$225.00
Chief Level I Certificate	$45.00
Chief Level II Certificate	$60.00
Chief Level III Certificate	$75.00
Field Training Officer	$30.00
CID Stand-By Pay	30/Day
Uniform	$50.97

HAZMAT/SPECIAL DUTY	
Special Response Team	$100.00
K-9 Officer	$115.00
Bomb Squad	$150.00
HAZMAT Team Specialist/Tech	$75.00
TRT Education Stipend	$35.00
ANIMAL SERVICES PAY	
ACOAdvanced Certificate	$45.00
ACO Senior Certificate	$60.00
Associates Degree Add Pay	$35.00
Bachelors Degree Add Pay	$100.00
Master Degree/PE/CPA Add Pay	$150.00
Bi-Lingual Add Pay	$100.00

CITY OF BENTONVILLE
2026 UNIFORMED FIRE DEPARTMENT PAY RANGES

GRADE	FLSA	JOB TITLE		MIN	MID	MAX
52	N	FIREFIGHTER (2990)	HOURLY	16.40	19.22	22.03
			ANNUAL	49,036	57,453	65,870
52A	N	FIREFIGHTER - PARAMEDIC (2990)	HOURLY	19.74	22.31	24.88
			ANNUAL	59,023	66,707	74,391
54	N	FIREFIGHTER/ENGR (2990)	HOURLY	18.61	21.55	24.48
			ANNUAL	55,644	64,420	73,195
54A	N	FIREFIGHTER/ENGR - PARAMEDIC (2990)	HOURLY	21.97	24.90	27.82
			ANNUAL	65,690	74,436	83,182
54B	N	FIRE INSPECTOR (2080)	HOURLY	26.26	31.02	35.78
			ANNUAL	54,621	64,522	74,422
54C	N	FIRE INSPECTOR - PARAMEDIC (2080)	HOURLY	31.02	35.78	40.54
			ANNUAL	64,522	74,422	84,323
55	N	FIRE CAPTAIN (2990)	HOURLY	23.15	27.02	30.89
				69,219	80,790	92,361
55A	N	FIRE CAPTAIN - PARAMEDIC (2990	HOURLY	26.49	30.36	34.23
			ANNUAL	79,205	90,776	102,348
55B	N	ASSISTANT FIRE MARSHALL (2080)	HOURLY	33.28	38.84	44.40
			ANNUAL	69,222	80,787	92,352
55C	N	ASST. FIRE MARSHAL - PARAMEDIC (2080	HOURLY	38.09	43.65	49.21
			ANNUAL	79,227	90,792	102,357
56A	N	BATTALION CHIEF (2990)	HOURLY	29.08	33.83	38.58
			ANNUAL	86,949	101,152	115,354
56C	N	DIVISION CHIEF (2080)	HOURLY	40.47	47.44	54.41
			ANNUAL	84,178	98,675	113,173
57	N	DEPUTY FIRE CHIEF (2080)	HOURLY	51.63	59.37	67.11
			ANNUAL	107,390	123,490	139,589
58	E	FIRE CHIEF (2080)	HOURLY	56.41	69.55	82.68
			ANNUAL	117,333	144,654	171,974

Note: For nonexempt (N) "Shift" employees, hourly rates are calculated from **annual** salaries, using 2990 hours per year meaning that the annual salaries shown include payments for automatic overtime. Holiday pay is calculated separately and added on top of that.

For all other Non-Exempt (40 hour/week) employees, annual salaries are calculated from **hourly** rates of pay using 2080 hours per year.

For exempt (E) employees, hourly rates are calculated from **annual** salaries, also using 2080 hrs per year.

Positions Battalion Chief and above are entitiled to $10,000 paramedic pay increase once licens

Nonexempt firefighters with special designations will have the following added to their pay each pay period.

TITLE	Amount
Paramedic -in-Training (Prerequsite)	$96.16
Paramedic-in-Training (Actual)	$192.31
HAZMAT Team Specialist	$75.00
HAZMAT Team Technician	$75.00

HAZMAT/TRT Team Coordinator	$100.00
Tactical Rescue Team (Special Ops)	$75.00
Special Resonse Team	$100.00
Special Response Team Leader	$115.00
Associates Degree	$35.00
Bachelors Degree	$100.00
Masters degree/PE/CPA	$150.00
Bi-Lingual	$100.00
NAFI-CFEI	$75.00
ICC Fire Plans Examiner	$75.00
ICC Building Plans Examiner	$75.00
ICC Certified Fire Marshall	$100.00
ICC Certified Building Official	$100.00

CITY OF BENTONVILLE
2026 ELECTED OFFICIALS SALARIES

GRADE	JOB TITLE		CURRENT
70	ELECTED CITY ATTORNEY (P/T)	MONTHLY ANNUAL	1979.27 23,751.24
71	CITY CLERK	MONTHLY ANNUAL	1339.00 16,068.00
72	CITY COUNCIL	MONTHLY ANNUAL	1303.32 15,639.84
73A	MAYOR	HOURLY ANNUAL	76.87 159,889.60

Note: Hourly rates are calculated from annual salaries, using 2080 hours per year.

CITY OF BENTONVILLE
2026 PART-TIME NONEXEMPT PAY RANGES

GRADE	FLSA STATUS	JOB TITLE		MIN	MID	MAX
81	N	P/T Rec Worker I	HOURLY	12.42	14.35	16.28
81	N	P/T Basic F/F				
82	N	P/T Rec Worker II	HOURLY	12.95	14.89	16.82
82	N	P/T Library Page				
82	N	P/T Lifeguard I				
82	N	P/T Groundskeeper				
82	N	P/T Basic F/F - EMT				
83	N	P/T Rec Worker III	HOURLY	13.48	15.43	17.37
83	N	P/T Lifeguard II				
83	N	P/T Basic F/F - Paramedic				
84	N	P/T Admin Clerk/Intern	HOURLY	14.00	16.50	18.99
84	N	P/T Library Clerk I				
84	N	P/T Rec Worker IV				
84	N	P/T Lifeguard III				
84	N	P/T Head Lifeguard I				
84	N	P/T F/F I				
85	N	P/T Rec Worker	HOURLY	14.53	17.03	19.53
85	N	P/T Head Lifeguard II				
85	N	P/T Library Clerk II				
85	N	P/T F/F - EMT				
86	N	P/T Rec Leader I	HOURLY	15.06	17.57	20.08
86	N	P/T Head Lifeguard III				
86	N	P/T Library Clerk III				
86	N	P/T F/F - Paramedic				
87	N	P/T Rec Leader II	HOURLY	15.59	18.65	21.70
87	N	P/T Asst. Pool Mgr I				
87	N	P/T Library Clerk IV				
87	N	P/T F/F II				
88	N	P/T Rec Leader III	HOURLY	16.11	19.18	22.25
88	N	P/T Asst. Pool Mgr I I				
88	N	P/T F/F II -/EMT				
89	N	P/T Asst. Pool Mgr III	HOURLY	16.64	19.71	22.78
89	N	P/T Library Technician				
89	N	P/T F/F II/Paramedic				
89	N	P/T Rec Leader IV				

ADD PAY TITLE	AMOUNT	CODE
Swimming Instructor I	$80.00/PP	SI-1
Swimming Instructor II	$120.00/PP	SI-2
Swimming Instructor III	$240.00/PP	SI-3
Swimming Instructor IV	$400.00/PP	SI-4

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	12/9/2025	**Submitted By:**	Hadi Dudley
Phone:	479-271-3194	**For Department(s):**	Library
Email:	hdudley@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Ordinance to Waive Competitive Bidding for Bibliotheca
Action Recommendation & Justification:	An Ordinance to waive competitive bidding requirements and enter into an agreement with Bibliotheca for RFID software and support services for Bentonville Public Library, in an amount not to exceed $47,980.00. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	Bibliotheca is a sole source, proprietary vendor for certain RFID hardware and software installed at Bentonville Public Library. This is an annual required expenditure that supports existing library technologies. This covers self-check terminals, security gates, remote lockers, and other specialty equipment.
Amount for Approval:	**$** 47,980.00

Budget Impact

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

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

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

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

Budget Impact Notes for Consideration (Optional):

11/21/25

Hadi Dudley
Bentonville Public Library
405 South Main Street
Bentonville AR 72712-5904

RE: Bibliotheca Sole Source Letter

Dear Hadi:

This sole source letter is to confirm that Bibliotheca provides certain products that are unique to the library market, and as such, can only be supported and maintained by Bibliotheca technicians for optimal performance and durability.

Furthermore, the costs associated with continuing to use Bibliotheca as your support and maintenance provider are significantly less, as Bibliotheca technicians would not require any additional training and would already have the required parts and tools.

Sincerely,

Mary K Zilles, VP of Sales Operations
m.zilles@bibliotheca.com | 678-336-7980 X 310
11190 Hudson Blvd N, Ste 300
Lake Elmo, MN 55042-4552

Service & Maintenance/Extended Warranty Quote

Bill To
Bentonville Public Library
Attn: Courtney Fitzgerald
405 South Main Street
Bentonville AR 72712-5904
United States

Ship To
Bentonville Public Library
Attn: Courtney Fitzgerald
405 South Main Street
Bentonville AR 72712-5904
United States

Quote	QUO-US25611	Date	10/9/2025
Customer:	C0007263-US	Payment Terms:	Net 30 Days
Quote Expiration:	1/7/2026	Contract Number:	31013
Term:	1/5/2026 - 1/4/2027		

Item	Quantity	Net Price	Net Extended
selfCheck 1000 black with coin & note (US) B100284 Bentonville Public Library January 05, 2026 - January 04, 2027	1	1,775.55	1,775.55
selfCheck 1000 black with coin & note (US) B100285 Bentonville Public Library January 05, 2026 - January 04, 2027	1	1,775.55	1,775.55
remoteLocker 115 v3 15 locker tower (black) B41363 Bentonville Community Center January 05, 2026 - January 04, 2027	1	911.65	911.65
RFID gate premium Buried Cable, 1 aisle 9253496 Bentonville Public Library January 05, 2026 - January 04, 2027	1	2,100.00	2,100.00
RFID gate premium Buried cable, 1 aisle 9253497 Bentonville Public Library January 05, 2026 - January 04, 2027	1	2,100.00	2,100.00
RFID gate Direct mount, 1 aisle 8207830 Bentonville Public Library January 05, 2026 - January 04, 2027	1	1,621.20	1,621.20
open+ count (inc. 1 year subscription) 24163621 Bentonville Public Library January 05, 2026 - January 04, 2027	1	149.00	149.00

Item	Quantity	Net Price	Net Extended
open+ count (inc. 1 year subscription) 24062510 Bentonville Public Library January 05, 2026 - January 04, 2027	1	149.00	149.00
open+ count (inc. 1 year subscription) 24059820 Bentonville Public Library January 05, 2026 - January 04, 2027	1	149.00	149.00
open+ count (inc. 1 year subscription) 24163612 Bentonville Public Library January 05, 2026 - January 04, 2027	1	149.00	149.00
open+ count (inc. 1 year subscription) 24163616 Bentonville Public Library January 05, 2026 - January 04, 2027	1	149.00	149.00
SC1000 payment terminal, Comprise Castles UPT1000 512213612745 Bentonville Public Library January 05, 2026 - January 04, 2027	1	549.00	549.00
SC1000 payment terminal, Comprise Castles UPT1000 512213612746 Bentonville Public Library January 05, 2026 - January 04, 2027	1	549.00	549.00
SC1000 payment terminal, Comprise Castles UPT1000 512213612755 Bentonville Public Library January 05, 2026 - January 04, 2027	1	549.00	549.00
SC1000 payment terminal, Comprise Castles UPT1000 512213612751 Bentonville Public Library January 05, 2026 - January 04, 2027	1	549.00	549.00
selfCheck 1000 black with coin & note (US) B100181 Bentonville Public Library March 12, 2026 - January 04, 2027	1	1,454.49	1,454.49
selfCheck 1000 black with coin & note (US) B100132 Bentonville Public Library March 12, 2026 - January 04, 2027	1	1,454.49	1,454.49
Service and Maintenance: open+ count hardware open+ count hardware Bentonville Public Library January 05, 2026 - January 04, 2027	1	196.35	196.35
Service and Maintenance: open+ count hardware open+ count hardware Bentonville Public Library January 05, 2026 - January 04, 2027	1	196.35	196.35

Item	Quantity	Net Price	Net Extended
Service and Maintenance: open+ count hardware open+ count hardware Bentonville Public Library January 05, 2026 - January 04, 2027	1	196.35	196.35
Service and Maintenance: open+ count hardware open+ count hardware Bentonville Public Library January 05, 2026 - January 04, 2027	1	196.35	196.35
Service and Maintenance: open+ count hardware open+ count hardware Bentonville Public Library January 05, 2026 - January 04, 2027	1	196.35	196.35
remoteLocker 100 v3 central tower inc. RFID (black) B40920 Bentonville Community Center January 05, 2026 - January 04, 2027	1	2,104.15	2,104.15
remoteLocker 115 v3 15 locker tower (black) B40938 Bentonville Community Center January 05, 2026 - January 04, 2027	1	911.65	911.65
remoteLocker Outdoor Control unit 17 DD020025F029 Bentonville Public Library January 05, 2026 - January 04, 2027	1	2,822.99	2,822.99
SC1000 payment terminal, Comprise Castles UPT1000 512194022437 Bentonville Public Library January 05, 2026 - January 04, 2027	1	549.00	549.00
SC1000 payment terminal, Comprise Castles UPT1000 512194022441 Bentonville Public Library January 05, 2026 - January 04, 2027	1	549.00	549.00
SC1000 payment terminal, Comprise Castles UPT1000 512194022439 Bentonville Public Library January 05, 2026 - January 04, 2027	1	549.00	549.00
SC1000 payment terminal, Comprise Castles UPT1000 512194022455 Bentonville Public Library January 05, 2026 - January 04, 2027	1	549.00	549.00
selfCheck 1000 black with coin & note (US) B97480 Bentonville Public Library January 05, 2026 - January 04, 2027	1	1,775.55	1,775.55
selfCheck 1000 black with coin & note (US) B97482 Bentonville Public Library January 05, 2026 - January 04, 2027	1	1,775.55	1,775.55

Item	Quantity	Net Price	Net Extended
selfCheck 1000 black with coin & note (US) B97483 Bentonville Public Library January 05, 2026 - January 04, 2027	1	1,775.55	1,775.55
selfCheck 1000 black with coin & note (US) B97481 Bentonville Public Library January 05, 2026 - January 04, 2027	1	1,775.55	1,775.55
remoteLocker 115 v3 15 locker tower (black) B41003 Bentonville Community Center January 05, 2026 - January 04, 2027	1	957.23	957.23
remoteLocker 115 v3 15 locker tower (black) B41004 Bentonville Community Center January 05, 2026 - January 04, 2027	1	957.23	957.23
remoteLocker Outdoor Add-on 22 DD020025F044 Bentonville Public Library January 05, 2026 - January 04, 2027	1	1,296.02	1,296.02
remoteLocker Outdoor Add-on 22 DD020025F024 Bentonville Public Library January 05, 2026 - January 04, 2027	1	1,296.02	1,296.02
remoteLocker Outdoor Control Unit 17 DD020025F026B Bentonville Public Library January 05, 2026 - January 04, 2027	1	2,822.99	2,822.99
remoteLocker Outdoor Add-on 22 DD020025F030 Bentonville Public Library January 05, 2026 - January 04, 2027	1	1,296.02	1,296.02
selfCheck 1000 black with coin & note (US) B97971 Bentonville Community Center January 05, 2026 - January 04, 2027	1	1,775.55	1,775.55
SC1000 payment terminal, Comprise Castles UPT1000 512194022440 Bentonville Public Library January 05, 2026 - January 04, 2027	1	549.00	549.00
staffConnect gate SCG License Bentonville Public Library January 05, 2026 - January 04, 2027	1	79.00	79.00
libraryConnect devices, 1 year subscription, 6-15 devices LC License 6-15 Bentonville Public Library January 05, 2026 - January 04, 2027	1	499.00	499.00

Item	Quantity	Net Price	Net Extended
staffConnect gate SCG License Bentonville Public Library January 05, 2026 - January 04, 2027	1	79.00	79.00

Subtotal:	**43,859.73**
Tax Total:	4,119.31
Total:	**47,979.04**
Currency:	US Dollar

Terms and Conditions

WHAT WE WILL DO:

Hardware: In consideration of payment of the agreement price, and according to service level purchased, Bibliotheca will furnish labor and replacement parts necessary to maintain the Equipment specified in this agreement in proper operating condition during the term of this agreement, provided that the Equipment is installed by an authorized Bibliotheca Service Provider and used as directed. This Service Agreement covers Equipment failure during normal usage. Bibliotheca agrees to provide:
· On-site remedial maintenance during On-Site Coverage Hours (except for depot repair agreements) When Bibliotheca is notified that the Equipment is not in good working order. Bibliotheca will provide a toll-free telephone number for Customer to place, and Bibliotheca will receive equipment maintenance service calls twenty-four (24) hours per day, seven (7) days per Week.
· All labor, service parts and Equipment modifications Bibliotheca deems necessary to maintain the Equipment in good working order. All service parts will be furnished on an exchange basis and will be new parts or parts of equal quality. For certain Equipment, Bibliotheca reserves the right to replace the entire unit with new equipment or equipment of equal quality when Bibliotheca determines that replacement is more economical than on-site repair. All Equipment and service parts removed for replacement become the property of Bibliotheca.

Software: In consideration of payment of the agreement price, Bibliotheca will furnish over-the-phone software support and remote troubleshooting of the Bibliotheca Software specified in this agreement as well as updates necessary to maintain the Bibliotheca Software specified in this agreement in proper operating condition during the term of this agreement, provided that the Bibliotheca Software is installed and used as directed. Bibliotheca agrees to provide:
· All software configuration modifications Bibliotheca deems necessary to maintain the Bibliotheca Software in good working order
· Bibliotheca Software updates
· Internet Filter list updates (as applicable)
· A toll-free telephone number for Customer to place and Bibliotheca to receive software support calls. Over-the-phone software support calls may be placed twenty-four (24) hours per day, seven (7) days per week. Calls will be addressed during Bibliotheca Software Support Coverage Hours in the order they were received.

WHAT IS NOT COVERED: The basic maintenance fee does not include and Bibliotheca is not obligated to provide or perform repair of damage or increase in service time caused by (i) failure of Customer to provide continually a proper operating environment and supply of power as prescribed by the Equipment manufacturer; (ii) accident; (iii) Acts of God, including but not limited to fire, flood, water, wind and lightning; (iv) neglect, abuse or misuse; (v) failure of Customer to follow Bibliotheca's published operating instructions; (vi) modification, service or repair of the Equipment by other than Bibliotheca authorized personnel; (vii) use of Equipment for purposes other than for which designed; (viii) painting or refinishing the equipment; (ix) relocation of the equipment; (x) replacement of broken or damaged cabinetry; to include items such as lattices, base covers, book check covers, etc.; (xi) electrical work external to the Equipment; (xii) cosmetic restoration (e.g., filling of holes in floor or walls, plugging or wire run openings, removal of tape residue, etc.) after removal or relocation of equipment for any reason; (xiii) restoration of Equipment performance when it has been degraded by placement of unauthorized interference sources within the affected range of said equipment; (xiv) service requests related to use of markers (strips) other than those manufactured by Bibliotheca or its authorized distributor(s), (xv) modification, or repair of the Bibliotheca Software by other than Bibliotheca authorized personnel; (xvi) use of the Bibliotheca Software for purposes other than for which designed; (xvii) virus / hacker activity; (xviii) Non- Bibliotheca Software related updates and upgrades including, but not limited to, Microsoft and other operating systems, Anti-Virus, Intrusion Detection. (xix) labor or materials associated with consumables such as receipt printer paper, separator jaws, patron counter batteries, and similar items.

RENEWAL: This agreement is NOT automatically renewable. If a renewal agreement is offered by Bibliotheca, the agreement price quoted will reflect the age of the product and the service costs at the time of renewal.

ENTIRE AGREEMENT: This instrument sets forth the entire agreement between the parties, and no representation, promise or condition not contained herein shall modify these terms whether made prior to or subsequent to the execution of this agreement.

Submit Purchase Order by fax to 1-877-689-2269 or by email to service-renewals-us@bibliotheca.com.

Accepted By: _____

Accepted Date: _____

Customer Purchase Order Number: _____

ORDINANCE NO. _____

AN ORDINANCE WAIVING COMPETITIVE BIDDING FOR THE PURCHASE OF RFID SOFTWARE TO SUPPORT BENTONVILLE PUBLIC LIBRARY EQUIPMENT; AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH BIBLIOTHECA, IN AN AMOUNT NOT TO EXCEED FORTY-SEVEN THOUSAND NINE HUNDRED EIGHTY DOLLARS ($47,980.00), FOR THIS PURCHASE; AND FOR OTHER PURPOSES.

WHEREAS, the Bentonville Public Library has selfCheck terminals, security gates, staff workstations, remote lockers, and other specialty library equipment;

WHEREAS, Bibliotheca is a sole source provider for the software to support these items; and

WHEREAS, this is a budgeted item.

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

Section 1: The Mayor and City Clerk are authorized to enter into a contract with Bibliotheca, for the purchase of RFID software to support library technology, in an amount not to exceed forty-seven thousand nine hundred eighty dollars ($47,980.00);

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 said items as Bibliotheca is a sole source provider;

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

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

PASSED this _____ day of _____, 2025.

APPROVED:

_____
STEPHANIE ORMAN, Mayor

ATTEST:

_____
MALORIE MARRS, City Clerk

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	12/9/2025	**Submitted By:**	Hadi Dudley
Phone:	479-271-3194	**For Department(s):**	Library
Email:	hdudley@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Ordinance to Waive Competitive Bidding for OverDrive Digital Subscriptions
Action Recommendation & Justification:	An Ordinance to waive competitive bidding requirements and enter into an agreement with OverDrive for ebooks and other digital products for Bentonville Public Library, in an amount not to exceed $68,500.00. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	OverDrive is a sole source, proprietary vendor for certain digital materials and subscriptions. BPL has a long-standing purchase agreement with the vendor and regional consortium libraries. While other ebook vendors exist, BPL has access to a large collection of titles with OverDrive. Due to this, and the multi-year partnership with other libraries, it is not practical or feasible to advertise for competitive bidding. Annual use continues to increase with more than 166,500 downloads this year.
Amount for Approval:	**$** 68,500.00

Budget Impact

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

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

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

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

Budget Impact Notes for Consideration (Optional):

Amount includes platform fees and costs to purchase ebook content.

November 24, 2025

Bentonville Public Library
405 South Main Street
Bentonville, AR 72712

RE: OverDrive as a sole source provider

To Whom It May Concern:

OverDrive, Inc. uniquely provides a series of digital library services that enable institutions to lend popular ebooks, digital audiobooks, streaming video, and digital magazines to their authorized users via a single platform.

Available from OverDrive as a sole source provider, we offer a comprehensive suite of services that includes:

- A customized website for libraries and the award-winning, proprietary *Libby* app for patrons to access digital content
- OverDrive's proprietary browser-based formats for digital content, *OverDrive Read* for ebooks and *OverDrive Listen* for audiobooks
- OverDrive's proprietary online *Marketplace* for content ordering, content management, and customized usage reports
- OverDrive's proprietary *Local Content* feature, which enables institutions to upload locally produced and self-published digital content for lending to their users, with lending polices set by the institution
- OverDrive's proprietary *Public Library Connect* feature, which leverages cooperation between OverDrive's library and school customers to enable students to access their public library's digital content collection via OverDrive's student reading app, Sora
- OverDrive's *Notify Me* feature, which enables patrons to express interest in a title not currently offered by their library
- *OverDrive APIs*, available via the OverDrive Developer Portal, which allow for deep integration of digital content with library discovery tools
- Download ebooks in the Kindle format and compatibility with all generations of Amazon Kindle *(exclusive to OverDrive)*
- Popular and educational streaming videos available through Kanopy *(exclusive to OverDrive)*
- Digital magazines available through Zinio *(exclusive to OverDrive)*
- Online music lessons from master musicians available through ArtistWorks *(exclusive to OverDrive)*
- Integration with the institution's ILS for real-time patron authentication

As a result of the combination of the above referenced items, as well as OverDrive's continued innovation, market leadership, proven success, and secret processes, OverDrive is the sole vendor to offer these unique services and sought-after materials.

Very truly yours,

[redacted]

Steve Potash
Founder & CEO
OverDrive, Inc.

Schedule "C"
Library Participation Form – Northwest Arkansas Digital Consortium

1. In consideration of participation in the Consortium, lending digital materials, Participating Library agrees to abide by the terms and conditions of the Agreement and all Schedules.

2. Participating Libraries shall pay OverDrive an Annual Fee for joining and ongoing services provided to the Northwest Arkansas Digital Consortium. The Annual Fee shall include any and all services relating to use of the Application Services including the DLR System License, configuration and customization of website services, third party software licenses, hosting, bandwidth, and maintenance of the application services and staff training. After the first renewal term (after a period of four (4) years from Effective Date), the Annual Fee is subject to change. The Annual Fee shall be based upon Participating Library's Legal Service Area Population as reported by the then current information available at the National Center for Education Statistics (NCES): http://nces.ed.gov/surveys/libraries/librarysearch/

Annual Fees for 2008 - 2012

			Please check one:
Tier 1	Legal Service Area Population up to 25,000	**$3,000** per year	_____
Tier 2	Legal Service Area Population of 25,001 – 55,000	**$6,000** per year	x
Tier 3	Legal Service Area Population of 55,001 – 100,000	**$9,000** per year	_____

3. Arkansas public libraries with Legal Service Area Populations under 100,000 shall be eligible to join Consortium, on a quarterly basis. Any current OverDrive customer (standalone system) shall not be eligible to join Consortium. The Northwest Arkansas Digital Consortium shall be comprised of a minimum of five (5) Participating Libraries with a maximum of fifteen (15) Participating Libraries. Notwithstanding the foregoing, OverDrive shall have sole discretion to approve any and all new libraries that seek to join Consortium.

4. The Annual Fee collected during each year shall be allocated as follows: one-third (1/3) towards configuration, system fees, and maintenance, and two-thirds (2/3) toward selection of Content for the shared collection. At any time during the term of this Agreement, Consortium and/or Participating Libraries may select additional Content subject to standard terms and pricing. Consortium and/or Participating Libraries shall make payments to OverDrive for Content selections within 30 days of receipt of invoice.

5. All Participating Libraries that join Consortium after go-live shall pay OverDrive a one-time Participation Fee of Fifteen Hundred Dollars ($1,500) per Participating Library. Such Participation Fee shall be waived for Participating Libraries that join Consortium before go-live. Such fee, if applicable, shall be due and payable directly to OverDrive within 30 days of receipt of invoice. The Participation Fee shall include in whole or in part, fees for testing, staff training, and integration of Participating Library into the Consortium Website.

6. Participating Library shall include a direct hyperlink and/or logo linked to the DLR service from Participating Library's home page and other appropriate sub-pages. Such link or logo shall be featured no less prominently than other electronic resources or services including but not limited to NetLibrary, Recorded Books, and MyLibraryDV.

7. Participating Library acknowledges it may incur additional license fees or costs related to MARC records, SIP or similar protocol for patron authentication. All such fees shall be at Participating Library's own expense, and are not included in the Annual Fee.

8. Participating Library acknowledges that if Participating Library withdraws from Consortium prior to the expiration of Agreement with OverDrive, all content, products, and services that have been purchased with the Participating Library's monetary and in-kind contributions to Consortium shall remain with Consortium.

[signature page follows]

©2008 OverDrive, Inc.

Accepted and agreed this 5 day of Nov 2008 by:

Bentonville Public Library
("Participating Library")

By (signature): [redacted]

Name (Print): Bob McCaslin

Title: Mayor of Bentonville

Please fill out the following with the appropriate contacts:

Billing Contact(s)
Name(s), email address, and billing address of contacts to receive billing:

Name: Hadi Dudley
Email: hdudley@bentonvillear.com
Address: 405 S. Main ST
Bentonville, Ar 72712

Name:
Email:
Address:

ILS Change Contact(s)
Names(s) and email address of contacts allowed to request ILS changes for your library:

Name: Debra Hobbs
Email: dhobbs@bentonvillear.com

Name:
Email:

Collection Contact(s)
Name(s) and email address of contacts who will work on collection management:

Name: Heather Hays Bullock
Email: hhays@bentonvillear.com

Name: Sue Ann Pekel
Email: spekel@bentonvillear.com

Promotional Materials Contact(s)
Name(s) and email address of contacts to work with our Partner Services Team on promotion:

Name: Heather Hays Bullock
Email: hhays@bentonvillear.com

Name:
Email:

PUBLIC LIBRARY CONNECT

Library Consent Form

LIBRARY INFORMATION

Name of Public Library/Participating Library/Consortium ("Library"): Bentonville Public Library

OverDrive-Hosted Website URL: (ex: mylib.overdrive.com) https://lib2go.overdrive.com/

PRIMARY CONTACT

Name: Hadi Dudley

Title: Library Director

Telephone: 479-271-3194

Email: hdudley@bentonvillear.com

Public Library Connect (PLC) enables students in designated schools within the library's service area to directly access their OverDrive digital collection.

Terms and Conditions:

- The undersigned consents to allowing students from designated schools and/or school districts ("Participating School") to utilize student IDs or school or district sign on credentials to be authenticated and borrow Digital Content from the Library's OverDrive Digital Collection.
- Access for students using PLC is provided to the Library at no cost and does not require any Library integration or other ILS changes.
- Titles checked out by students using PLC will be reported in the Library's Marketplace Checkout report under "Borrowed from: Sora."
- Participating Schools using PLC shall be limited to schools or districts within Library's legal service area and are subject to OverDrive approval. Each Participating School shall execute a consent form to agree to the terms of Library's service agreement with OverDrive.
- The term of PLC shall run concurrent with the Library's OverDrive agreement. In the event of termination or expiration of Library's OverDrive agreement, Participating Schools will no longer have access to PLC.

Sign us up!

On behalf of Library, my signature below indicates acceptance of the above Terms and Conditions, as well as authority for my library to enter into this agreement.

By: (signature) [redacted]

Title: Mayor

Name: (Print) Stephanie Orman

Date: 6/22/20

Please complete this consent form and email to **connect@overdrive.com** or return by fax to **+1 216-573-6889**.

OverDrive

One OverDrive Way, Cleveland, OH 44125 • P: 1+ 216-573-6886 F: 1+ 216-573-6889

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OverDrive Advantage 2.0 Enrollment Form

Shared Collection Information	
Name of Shared Collection:	Arkansas Library 2 Go
URL of Shared Collection:	www.lib2go.overdrive.com

Participating Library Information			
Participating Library Name:	Bentonville Public Library		
Sample Library Card Number (for testing purposes):	20296000061820	PIN (If Applicable):	1234

Participating Library Accounting Contact			
Name:	Vira Kousol	Email:	vkousol@bentonvillear.com
Telephone:	479-271-6771	Fax:	479-271-6775
Address:	405 South Main Street	City Bentonville State AR	ZIP 72712

Participating Library Collection Development Contact			
Name:	Heather Hays	Email:	hhays@bentonvillear.com
Telephone:	479-271-5976	Fax:	

☐OverDrive sends emails about promotions, new products and services. By checking this box, you consent to receiving OverDrive's communications and promotional emails to your Primary Contact email address. These emails also include an easy method to manage your subscription(s), including unsubscribing to future emails.

Terms and Conditions:

- Participating Library must be a current OverDrive customer and participating in an OverDrive consortium or shared collection and have the ability to authenticate library patrons as part of an individual library.
- Participating Library must set up a separate account with OverDrive and will be invoiced separately for their titles.
- Participating Library acknowledges fees or costs related to MARC records, SIP or similar protocol for patron authentication are not included, and shall be at Participating Library's own expense.

Advantage Enrollment Fee:

- The Advantage Enrollment Fee is **$250 USD**. This fee will be applied as an OverDrive Advantage **content credit** Participating Library has access to purchase additional content at any time, as long as account is in good standing.

Advantage Collection Development Requests (Please check or complete all that apply):

- Popular Titles _____ Please specify subjects: _____
- High Consortium Holds _____
- Other (Please specify): _____

Acknowledgement and Acceptance:

- Participating Library requests to be invoiced an amount of $ 0.00 **USD** *(in addition to $250 Advantage Enrollment Fee)* for a deposit on account with OverDrive for future content collection purchases.
- Participating Library will be invoiced in the amount of **$250 USD** for the OverDrive Advantage Enrollment Fee and agrees to be bound by the OverDrive Advantage Terms and conditions.

Bentonville Public Library (Participating Library Name) Date: 07/14/2020

By Signature: [redacted]

Name (Print): Mayor Stephanie Orman for Hadi Dudley, Library Director Email: hdudley@bentonvillear.com

Please complete this Enrollment Form and return by fax (216-573-6889) or email (collectionteam@overdrive.com)

For more information on OverDrive Advantage, please contact collectionteam@overdrive.com

©2018 OverDrive, Inc. One OverDrive Way, Cleveland, OH 44125 Ph: +1 216-573-6886 Fax: +1 216-573-6889

ORDINANCE NO. _____

AN ORDINANCE WAIVING COMPETITIVE BIDDING FOR THE PURCHASE OF DIGITAL MEDIA PRODUCTS FOR THE BENTONVILLE PUBLIC LIBRARY; AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH OVERDRIVE, NOT TO EXCEED SIXTY-EIGHT THOUSAND FIVE HUNDRED DOLLARS ($68,500.00) FOR THIS PURCHASE; AND FOR OTHER PURPOSES.

WHEREAS, the Bentonville Public Library has a long standing agreement with OverDrive and regional consortium libraries allowing patrons access to a large collection of downloadable titles;

WHEREAS, OverDrive is a sole source, proprietary vendor for certain digital materials and subscriptions; and

WHEREAS, this is a budgeted item.

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

Section 1: The Mayor and City Clerk are authorized to enter into a contract with OverDrive, for the purchase of digital media items, in an amount not to exceed sixty-eight thousand five hundred dollars ($68,500.00);

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 said items as OverDrive is a sole source provider;

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

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

PASSED this _____ day of _____, 2025.

APPROVED:

_____
STEPHANIE ORMAN, Mayor

ATTEST:

_____
MALORIE MARRS, City Clerk

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	12/9/2025	**Submitted By:**	Tracy Billings
Phone:	479-696-0229	**For Department(s):**	Transportation
Email:	tbillings@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Resolution to Set a Public Hearing Vacating Alley ROW & Establishing a Utility Easement (VAC25-28)
Action Recommendation & Justification:	Approve a Resolution to set a Public Hearing for January 13, 2026 to vacate an Alley Right of Way and to establish a Utility Easement located between lots 10 and11 and lots 9 and 12 of Block 1 of Smartt's Addition (VAC25-0028).
Additional Comments for Consideration (Optional):	
Amount for Approval:	$ 0

Budget Impact

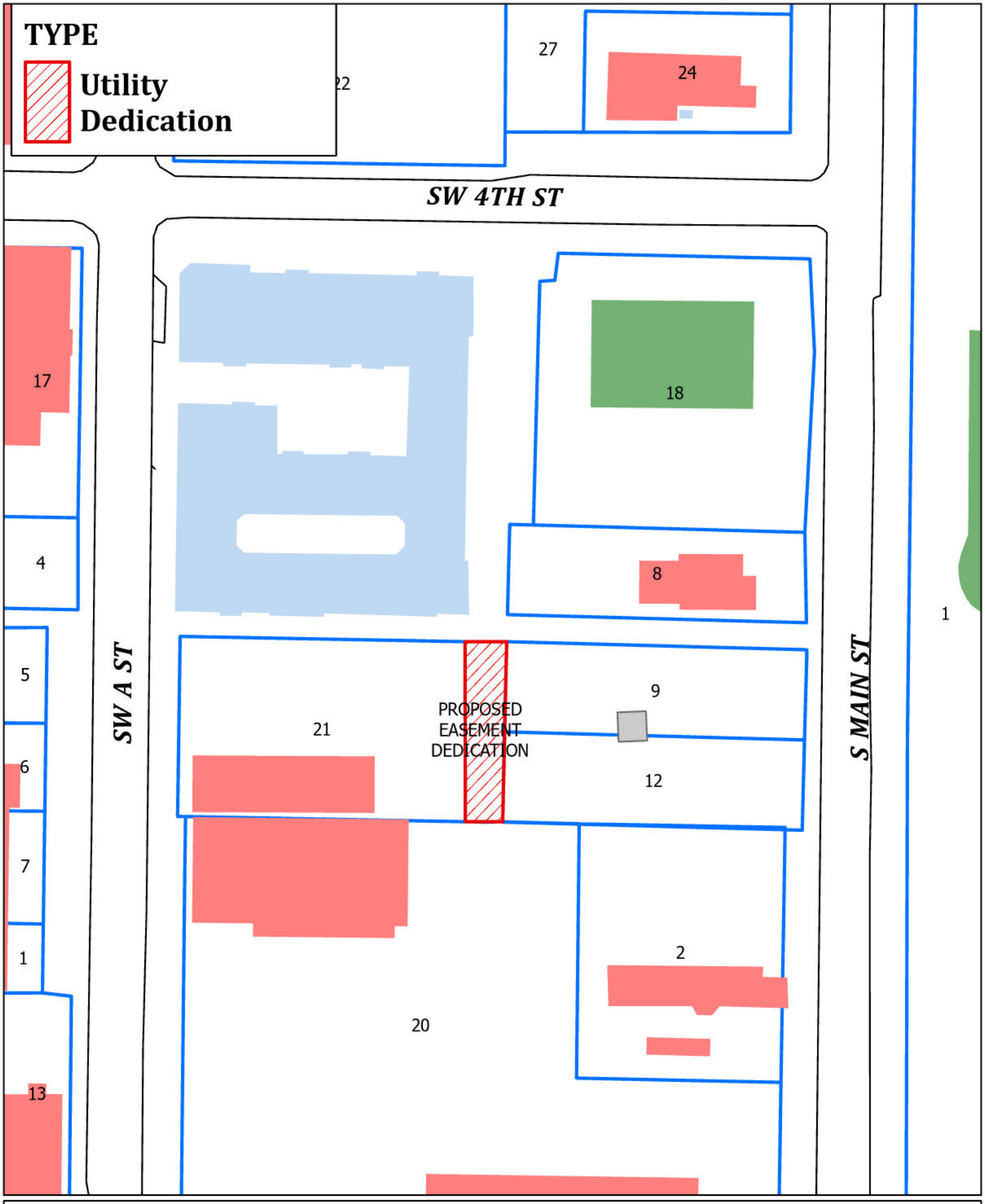
Is this Item Budgeted? ☐ **YES** ☐ **NO** ☐ **ITEM HAS NO COST** ☐ **OTHER:**_____

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

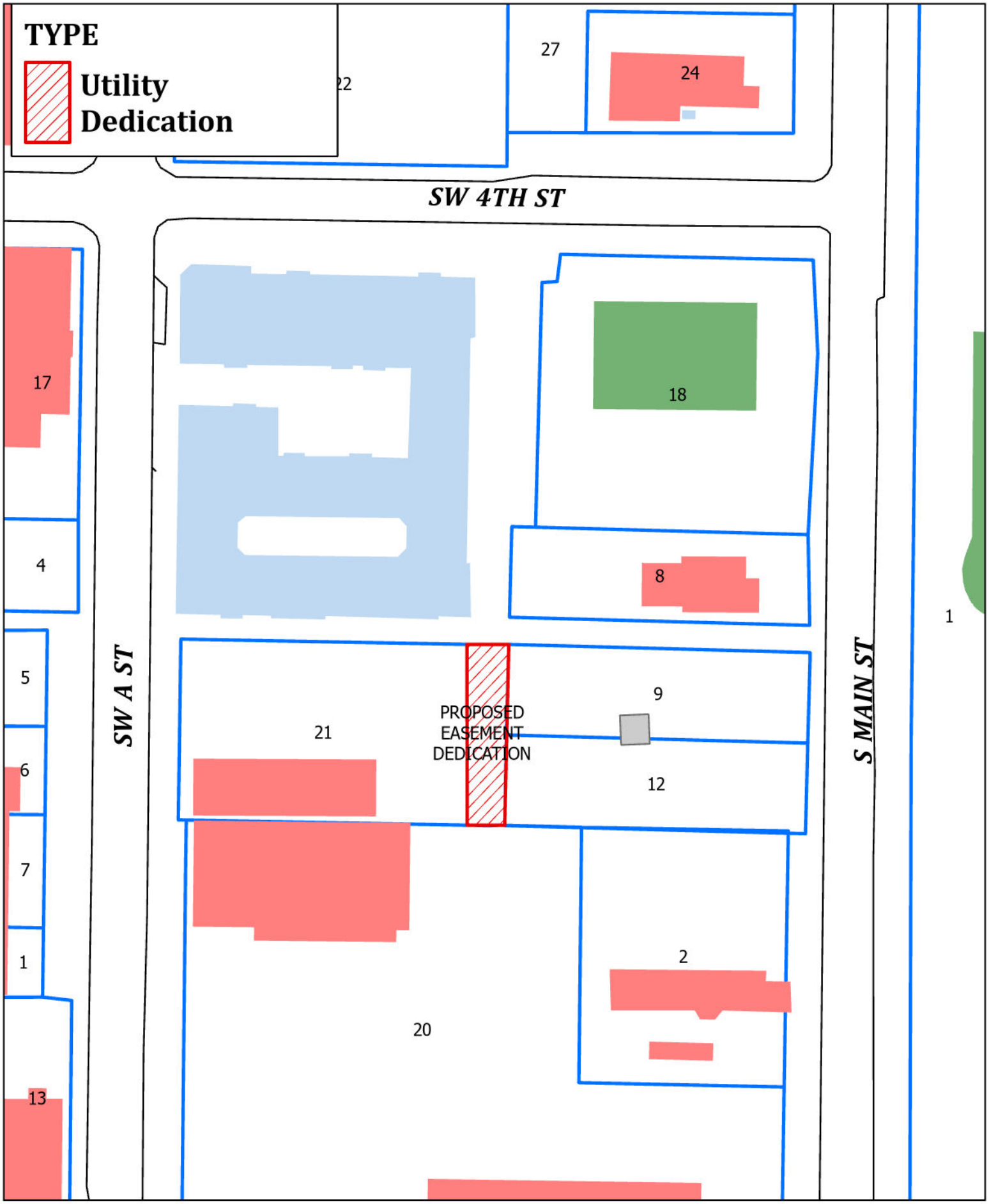
		$ Expense	$ Revenue
Account Number (ORG-OBJECT)	Account Description		
		$ Expense	$ Revenue
Account Number (ORG-OBJECT)	Account Description		
		$ Expense	$ Revenue
Account Number (ORG-OBJECT)	Account Description		
		$ Expense	$ Revenue
Account Number (ORG-OBJECT)	Account Description		

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

Budget Impact Notes for Consideration (Optional):



VAC25-0028
Proposed Alley Vacation



N
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VAC25-0028
Proposed Easement Dedication

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 ROBERTS PROPERTY DEVELOPMENT, LLC requesting Alley Right-of-Way Vacation and establishing of a utility easement (VAC25-0028) within the City of Bentonville, Arkansas be vacated, which said alley right of way is described as follows:

A 16' Wide Alley along the West Side of Lots 9 and 12 Block 1 Smartt's Addition as shown on Plat Record Book 'G' Page 243 and filed for record at the Benton County Clerk's Office, Benton County, Arkansas **AND** along the East Side of Lot 21 Block 1 Smartt's Addition as shown on Plat Record L202505790 and filed for record Benton County Clerk's Office, Benton County, Arkansas

Utility easement to be established described as follows:

A 16' Wide Alley along the West Side of Lots 9 and 12 Block 1 Smartt's Addition as shown on Plat Record Book 'G' Page 243 and filed for record at the Benton County Clerk's Office, Benton County, Arkansas **AND** along the East Side of Lot 21 Block 1 Smartt's Addition as shown on Plat Record L202505790 and filed for record 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 vacate the above described Alley Right-of-Way is set for a hearing January 13, 2026 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:	12/9/2025	**Submitted By:**	Tracy Billings
Phone:	479-696-0229	**For Department(s):**	Transportation
Email:	tbillings@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Resolution Setting a Public Hearing for a Utility Easement Vacation (VAC25-0030)
Action Recommendation & Justification:	Approve a Resolution to set a Public Hearing for January 13, 2026 for a Utility Easement Vacation located at Lot 2 of 102 West Subdivision (VAC25-0030).
Additional Comments for Consideration (Optional):	
Amount for Approval:	$ 0

Budget Impact

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

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

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

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

Budget Impact Notes for Consideration (Optional):

N
W E
S

VAC25-0030
Proposed Utility Easement Vacation
1405 SW BRIGHT RD

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 G & I Properties, LLC requesting a utility easement vacation (VAC25-0030) within the City of Bentonville, Arkansas be vacated, which said utility easement is described as follows:

PART OF AN EASEMENT DEPICTED ON THE RECORD PLAT OF MACS ADDITION, FILED FOR RECORD AT BOOK 2017 PAGE 432 IN THE RECORDS OF THE BENTON COUNTY CLERK AND FURTHER BEING SHOWN ON THE RECORD PLAT OF 102 WEST SUBDIVISION AS FILED FOR RECORD AT DOCUMENT L202460881, BENTON COUNTY ARKANSAS, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND FIVE-EIGHTHS INCH REBAR FOR THE SOUTHEAST CORNER OF LOT 2, 102 WEST SUBDIVISION, FILED FOR RECORD AS DOCUMENT L202460881, THENCE NORTH 02° 33'57" EAST, 861.018 FEET TO A FIVE-EIGHTHS INCH REBAR WITH PS 1834 CAP. THENCE NORTH 87°30'26" WEST, 20.00 FEET TO THE POINT OF BEGINNING. THENCE SOUTH 02°33'57" WEST, 15.00 FEET; NORTH 87°30'26" WEST 327.04 FEET; NORTH 02°29'34" EAST 15.00 FEET TO THE NORTH LINE OF SAID LOT 2; THENCE SOUTH 87°30'26" EAST, 327.06 FEET TO THE POINT OF BEGINNING.

BASIS OF BEARINGS - GRID NORTH, ARKANSAS STATE PLANE COORDINATE SYSTEM, NORTH ZONE.

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 January 13, 2026 at 6:00 p.m. in the City Council Chambers 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:	12/9/2025	**Submitted By:**	Daniel Clardy
Phone:	479-271-3130	**For Department(s):**	Street
Email:	dclardy@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Resolution to Award Bid IFB-25-83 (2) 2025 Cab and Chassis Sign Trucks to One Nation Distribution
Action Recommendation & Justification:	Resolution to award bid IFB-25-83 2025 (2) 2WD 2025 Cab and Chassis Sign Trucks to One Nation Distribution in the amount of $257,978.00. One Nation Distribution, LLC. was the lowest bid received. A budget adjustment is needed to reclassify budget savings in Machinery & Equipment to Vehicles.
Additional Comments for Consideration (Optional):	One unit is a scheduled replacement and one new under the 2025 Street Department Budget Account 203810-47420, Unit being replaced is (3820-13) 2008 Sign Truck. Approved 2025 budget is $100,000.00 per truck.
Amount for Approval:	$ 257,978.00

Budget Impact

Is this Item Budgeted? ☐ YES ☐ NO ☐ ITEM HAS NO COST ☑ OTHER: Budget reclassification needed

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

Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
203810-47420	Vehicles	$ 57,978.00	$
203810-47410	Machinery & Equipment	$ (57,978.00)	$
		$	$
		$	$

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

Budget Impact Notes for Consideration (Optional):

CITY OF BENTONVILLE, ARKANSAS PURCHASING AND COMPLIANCE DEPARTMENT

FORMAL SEALED BID TABULATION

Date of Bid Opening:	11/13/2025	Time of Bid Opening:	1:30 PM CST	IFB-25-83

Solicitation Title: Two (2) 2026 or Newer One Ton 2WD Cab and Chassis Sign Truck Platform Body

			Bidders:	Chevrolet of Fayetteville		One Nation Distribution, LLC		Currie Motors		Superior Ford		Industrial Truck Equipment	
Line Item	Estimated Quantity	Unit of Measure	Description	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	2	EA	2026 Or Newer One Ton 2WD Cab and Chassis Sign Truck Platform Body	*Chevrolet of Fayetteville's Submission was rejected during bid evaluation.*				$152,076.00	$304,152.00	$142,005.00	$284,010.00	$178,890.00	$357,780.00
	2	EA	Alternate Given: 2025 Ford F350 Cab and Chassis Sign Truck Platform Body			$128,989.00	$257,978.00						
			Total Bid Price			$257,978.00		$304,152.00		$284,010.00		$357,780.00	

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

TABULATION VERIFICATION

[redacted]
Purchasing and Compliance Specialist

[redacted]
Purchasing and Compliance Manager

RESOLUTION NO. _____

A RESOLUTION AWARDING IFB-25-83 TWO (2) CAB AND CHASSIS SIGN TRUCKS TO ONE NATION DISTRIBUTION IN THE AMOUNT OF TWO-HUNDRED FIFTY-SEVEN THOUSAND NINE-HUNDRED SEVENTY-EIGHT DOLLARS ($257,978.00); AMENDING THE 2025 BUDGET; AND FOR OTHER PURPOSES.

WHEREAS, The City of Bentonville desires to purchase two (2) 2025 Cab and Chassis Sign Trucks from One Nation Distribution for a total of Two-Hundred Fifty-Seven Thousand Nine-Hundred Seventy-Eight Dollars ($257,978.00).

WHEREAS, a budget adjustment is needed to reclassify budget savings in Machinery and Equipment to Vehicles.

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

Section 1: The 2025 Budget is adjusted to appropriate Fifty-Seven Thousand Nine-Hundred Seventy-Eight Dollars ($57,978.00) from Account #203810-47410 Machinery & Equipment to Account #203810-47420 Vehicles.

Section 2: The Mayor and City Clerk are authorized to enter into an agreement with One Nation Distribution for the purchase of two (2) 2WD 2025 Cab and Chassis Sign Trucks in the total amount of Two-Hundred Fifty-Seven Thousand Nine-Hundred Seventy-Eight Dollars ($257,978.00).

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

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

PASSED and APPROVED this _____ day of _____, 2025.

APPROVED:

_____
STEPHANIE ORMAN, MAYOR

ATTEST:

_____
MALORIE MARRS, CITY CLERK

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	12/9/2025	**Submitted By:**	Daniel Clardy
Phone:	479-271-3130	**For Department(s):**	Street
Email:	dclardy@bentonvillear.com		

Item Type (Check all that apply)

☐ Informational ☐ Bid Award ☑ Enter into an Agreement ☐ Change Order

☐ Recognizing Funds ☐ Budget Adjustment ☐ Waiver of Bid ☐ Emergency Clause

☐ Ordinance ☑ Resolution ☐ Informational

Title, Recommendation & Justification

Title:	Resolution to Accept the Donation of Traffic Signal Equipment
Action Recommendation & Justification:	Resolution to accept the donation of traffic signal equipment from Walmart Inc. See attached agreement and exhibit. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	Donated equipment; Traffic signal equipment includes luminaires, brackets, mast arms, topper plates, terminal blocks, and signal bases. Fair market value for all items is $83,350.00 See Exhibit A for details.
Amount for Approval:	$

Budget Impact

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

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

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

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

Budget Impact Notes for Consideration (Optional):

DONATION AGREEMENT

This DONATION AGREEMENT (this "Agreement") is made as of _____, 2025 between the City of Bentonville, Arkansas, a municipality organized under the laws of the State of Arkansas (the "City") and Walmart Inc., a Delaware corporation ("Walmart"). The City and Walmart shall collectively be referred to herein as the "Parties."

W I T N E S S E T H

WHEREAS, Walmart is the owner of certain traffic signal equipment, as more particularly described on Exhibit A (the "Traffic Signal Equipment"); and

WHEREAS, Walmart hereby agrees to donate the Traffic Signal Equipment to the City.

NOW, THEREFORE, in consideration of mutual covenants and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Charitable Donation. Walmart hereby agrees to donate, grant, and convey to the City all of Walmart's right, title, and interest in and to the Traffic Signal Equipment. The City hereby agrees to accept and assume all rights, title, and interest in the Traffic Signal Equipment.

2. Restrictions. The Traffic Signal Equipment is to be delivered and conveyed by Walmart to the City "as-is" and "where-is" without representation or warranty of any kind by Walmart. Walmart will assign any available manufacturer warranties upon request by the City.

3. Fair Market Value. The parties acknowledge and agree that the fair market value of the Property is $83,350. The parties shall use such amount for all Federal and State tax reporting purposes.

4. Federal Tax Identification Number. The Federal Tax Identification number assigned to City is as follows: _____.

5. Entire Agreement. This Agreement contains the entire agreement between the City and Walmart, and there are no other terms, conditions, promises, undertakings, statements or representations, expressed or implied, concerning the terms contemplated by this Agreement. This Agreement may be executed in multiple counterparts and by electronic signature.

6. Modification. No modification of this Agreement shall be valid or binding unless such modification is in writing, duly dated and signed by both parties.

7. 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 addendum specifically detailing the rights, liabilities, and obligations of the parties as to a new, specifically defined legal relationship.

IN WITNESS WHEREOF, this Agreement has been executed on the date above written.

CITY

CITY OF BENTONVILLE,
ARKANSAS

By: _____
Name: _____
Its: _____

WALMART

WALMART INC.,
a Delaware corporation

By: _____
Name: _____
Its: _____

EXHIBIT A

Traffic Signal Equipment

Traffic Signal Equipment	Estimated Value
Ten (10) 20-foot strait wood pole luminaire arms	$1,750 each
Three (3) 15-foot decorative black luminaire arms	$2,500 each
One (1) 35-foot signal pole meant to accommodate a 48-foot mast arm	$10,000
Four (4) black regular Astro brackets	$200 each
One (1) 21-foot pole accommodating a 62-foot mast arm	$8,000
One (1) two-piece 62-foot arm	$11,000
One (1) 21-foot pole accommodating a 58-foot mast arm	$7,500
One (1) two-piece 58-foot arm	$10,500
Twelve (12) black pole topper plates	$200 each
Two (2) terminal blocks	$25 each
Eleven (11) galaxy brackets	$225 each
Three and three-fourths (3 ¾) sets of black decorative signal bases	$1,500 each

RESOLUTION NO. _____

A RESOLUTION ACCEPTING DONATION FROM WALMART, INC. FOR TRAFFIC SIGNAL EQUIPMENT; AND FOR OTHER PURPOSES.

WHEREAS, the City of Bentonville Street Department was given a donation of various traffic signal equipment from Walmart, Inc. valued at Eighty-Three Thousand Three-Hundred Fifty Dollars ($83,350.00); and

WHEREAS, a budget adjustment is not needed.

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

Section 1: The City of Bentonville accepts said donation from Walmart, Inc. for various traffic signal equipment valued at Eighty-Three Thousand Three-Hundred Fifty Dollars ($83,350.00).

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

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

PASSED this _____ day of _____, 2025.

APPROVED:

_____
STEPHANIE ORMAN, Mayor

ATTEST:

_____
MALORIE MARRS, City Clerk

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	12/9/2025	**Submitted By:**	Josh Stacey
Phone:	479.418.8653	**For Department(s):**	Parks
Email:	jstacey@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Resolution Approving Amendment 1 with Toole Design for Sidewalk Design and Administration
Action Recommendation & Justification:	A Resolution approving Amendment 1 to the contract with Toole Design, for sidewalk design, construction administration, and construction observation, in the amount of $26,200.00. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	This Amendment is for final design, construction observation, and construction administration for the installation of sidewalks in the neighborhoods in the Northeast area of Northeast J Street and East Central Avenue.This firm was selected following the City's Purchasing Policy for professional services and was approved by City Council on March 26, 2024.
Amount for Approval:	**$** 26,200.00

Budget Impact

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

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

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

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

Budget Impact Notes for Consideration (Optional):

Memo

To:	City Council Members and Mayor Orman
From:	Josh Stacey, Parks and Recreation Deputy Director
CC:	David Wright, Parks and Recreation Director
Date:	November 18, 2025
Re:	Change Order to Toole Design for Sidewalk Design and CACO

Parks and Recreation staff request approval of a Change Order, in the amount of $26,200, with Toole Design, for final design and construction administration and construction observation for new sidewalk additions.

At the March 26, 2024 City Council meeting, Council approved a contract with Toole to design new sidewalks in our community. Design work is approximately 95% complete, and we are nearing the start of construction. An amendment is now needed to finalize the design and to include construction administration and observation services for the project. The sidewalks will be constructed along NE 3rd Street, NE 2nd Street, NE M Street, Spriggs Court, and Brookhaven Court, generally serving the neighborhoods northeast of the Central Avenue and J Street intersection. These improvements will provide safe access to the J Street Trail and enhance pedestrian safety and connectivity to Applegate Elementary and Washington Junior High. Funding for this amendment is included in the current budget.

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

Attachments:
TOOLE Contract

TOOLE DESIGN GROUP, LLC
BENTONVILLE, AR

479.227.3101
TOOLEDESIGN.COM

AMENDMENT NO. 1

November 14, 2025

To: Josh Stacey, CPRP
Deputy Director
Parks & Recreation
City of Bentonville

From: Jared Draper, AICP
Regional Director of Operations, South

Project: Bentonville 2024 Sidewalks Design and Construction Services
City PO No.: 22403430

Dear Mr. Stacey:

This letter is in response to the requested adjustment of services to account of out of scope services related to the 2024 Sidewalks Design project.

The City of Bentonville retained the services of Toole Design to provide engineering services for preparing construction plans and specifications, and an opinion of probable construction cost for the Indefinite Delivery, Indefinite Quantity (IDIQ) Sidewalks project outlined in the project defined below.

Design Document Set #1:

- NE 3rd Street ..... NE J Street to NE M Street (Both Sides)
- NE 2nd Street..... NE J Street to NE M Street (North Side)
- NE M Street ..... NE 2nd Street to NE 3rd Street and Connection to NE Wildcat Way (Both Sides)
- Spriggs Court..... NE J Street to Cul-de-sac (Both Sides)
- Brookhaven Court..... Central Avenue to Cul-de-sac (Both Sides)

Each original task has been completed, with the exception of Final Design and Construction Services. The amendments and additional complexities associated with them are detailed below. Assumptions and exclusions from the original scope of work, unless specifically amendment herein, still apply.

SCOPE OF WORK

The City of Bentonville retained the services of Toole Design to provide engineering services for preparing construction plans and specifications, and an opinion of probable construction cost for the Indefinite Delivery, Indefinite Quantity (IDIQ) Sidewalks project outlined in the project defined below.

Design Document Set #1:

- NE 3rd Street ..... NE J Street to NE M Street (Both Sides)
- NE 2nd Street..... NE J Street to NE M Street (North Side)
- NE M Street ..... NE 2nd Street to NE 3rd Street and Connection to NE Wildcat Way (Both Sides)
- Spriggs Court..... NE J Street to Cul-de-sac (Both Sides)
- Brookhaven Court..... Central Avenue to Cul-de-sac (Both Sides)

5 FINAL DESIGN

5.3 Additional IDIQ Comment Resolution

Toole Design is to provide additional services necessary to resolve additional coordination comments not included in the original scope of work. These services include the following:

- Retaining Wall Design and layouts to support the neighborhood connection to Washington Junior High School.
- Utility Coordination with City Departments and private utilities of specific locations to resolve conflicts or the appearance of near conflicts.
- Additional submittals related to coordination efforts related to City Department comments

Design Plan Assumptions

1. All assumptions and exceptions outlined in the original scope of work shall remain in effect as part of this amendment, unless otherwise clarified or adjusted.

Task 5 Deliverables:

- 5th Submittal: Contract (IDIQ) Plans

TASK SCHEDULE

The resubmittal of final IDIQ documents is anticipated to occur prior to December 31, 2025. Construction is anticipated to occur January 2026 through July 2026, though employee rates associated with this amendment are valid until November 30, 2026. Any schedule extension as a result of Contractor or City delay will warrant an increase in rates via another amendment.

COMPENSATION

The total fee for Amendment No. 1 shown below includes labor, overhead, profit, and expenses and varies between lump sum and time and expense by task.

As part of this amendment, the fee budgeted for *Task 6: Construction Services* as part of the original contract will be reallocated to *Task 5: Final Design*, in addition to the fee shown below, to account for out-of-scope services. A new fee is budgeted for *Task 6: Construction Services* based on updated employee rates.

Task	Fee
5. Final Design (Lump Sum)	$10,000.00
6. Construction (Time and Expense)	$16,200.00
AMENDMENT NO. 1 TOTAL	***$26,200.00***

AMENDED CONTRACT

The original Contract is amended to reflect the above scope and schedule changes. The Contract value is amended by $26,200.00 from $203,700.00 to $229,900.00.

This Amendment shall not alter the terms and conditions of the original Contract – all terms, covenants, and conditions of the original executed Contract shall remain in full force and effect, except to the extent herein amended.

This Amendment is effective upon the date of final execution. Please sign below and return a scanned copy of the entire document to me. Please let me know if you have any questions. We look forward to continuing our partnership with you.

Sincerely,

Jared Draper, AICP | Regional Director of Operations, South | Owner

TOOLE DESIGN
jdraper@tooledesign.com | 984.290.6005

I authorize Toole Design to perform the above amended services for the associated lump sum fee.

CITY OF BENTONVILLE

Signature: _____

Print Name/Title: _____

Date: _____

RESOLUTION NO._____

A RESOLUTION ALLOWING THE MAYOR AND CITY CLERK TO ENTER INTO AMENDMENT 1 WITH TOOLE DESIGN, FOR SIDEWALK DESIGN, CONSTRUCTION ADMINISTRATION, AND CONSTRUCTION OBSERVATION, IN THE AMOUNT OF TWENTY-SIX THOUSAND TWO HUNDRED DOLLARS ($26,200.00); AND FOR OTHER PURPOSES.

WHEREAS, Toole Design was selected in accordance with Arkansas Law and the City's Purchasing Policy for the procurement of professional services, on March 26, 2024;

WHEREAS, this Amendment is for the final design and construction oversight of sidewalks in neighborhoods in the Northeast area of Northeast J Street and East Central Avenue; and

WHEREAS, this is a budgeted item.

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

Section 1: The Mayor and City Clerk are authorized to enter into Amendment 1 with Toole Design to provide professional services for neighborhood sidewalk installation, in the amount of twenty-six thousand two hundred dollars ($26,200,00);

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

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

PASSED this _____ day of _____, 2025.

APPROVED:

_____
STEPHANIE ORMAN, Mayor

ATTEST:

_____
MALORIE MARRS, City Clerk

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	12/9/2025	**Submitted By:**	Josh Stacey
Phone:	479-418-8653	**For Department(s):**	Parks
Email:	jstacey@bentonvillear.com		

Item Type (Check all that apply)

☑ **Informational** ☐ **Bid Award** ☐ **Enter into an Agreement** ☐ **Change Order**

☐ **Recognizing Funds** ☐ **Budget Adjustment** ☐ **Waiver of Bid** ☐ **Emergency Clause**

☐ **Ordinance** ☐ **Resolution** ☑ **Informational** ☑ **Appointment**

Title, Recommendation & Justification

Title:	Active Transportation Advisory Board Member Appointments
Action Recommendation & Justification:	Approval to reappoint Steven George, Christina Johnson, and Luke Powers, based upon staff recommendation to the Mayor, to the Active Transportation Advisory Board. Terms will expire December 31, 2028.
Additional Comments for Consideration (Optional):	
Amount for Approval:	$ 0

Budget Impact

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

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

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

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

Budget Impact Notes for Consideration (Optional):

December 9, 2025

To: City Council Members & City Clerk

From: Mayor Stephanie Orman

Subject: Reappointment of Steven George, Christina Johnson and Luke Powers to the Active Transportation Advisory Board

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Based upon staff recommendation, I recommend Steven George, Christina Johnson and Luke Powers for reappointment to the Active Transportation Advisory Board. Their three-year terms will expire on December 31, 2028.

SO
Stephanie Orman

RECEIVED 10/27/25

Boards and Commissions Application Form

Applicant Information

First Name	Steven
Last Name	George
Address	[redacted]
City	Bentonville
State	AR
Zip Code	72713
Home / Cell Phone	[redacted]
Email Address	[redacted]
Length of Bentonville Residency	11 years
Employer	Jack Link's
Occupation	Sales
Business Phone	[redacted]

(Section Break)

References

Please provide 2 references

Name	Matt Pabst
Email Address	[redacted]
Address	[redacted]
City	Bentonville
State	AR
Zip Code	72713
Phone Number	[redacted]

Name	Chuck Trudo
Email Address	[redacted]
Address	[redacted]
City	Bentonville
State	AR
Zip Code	72713
Phone Number	[redacted]
Fax Number	*Field not completed.*

(Section Break)

Board Selection and Qualifications

Select all commissions and boards for which you would like to be considered:	Active Transportation Advisory Board
1. What are your qualifications for serving on this commission or board, including education and subject matter expertise?	I am currently a member of the ATAB and reapplying for my position.
2. Why would you like to be considered for appointment to this commission or board?	I am an existing member of the inaugural board and only been a sitting member since its inception and just looking to reapply.
3. What do you hope to be able to contribute?	I hope to be able to provide my experience from my time served on the PRAB, along with my time that I have lived in Bentonville as a concerned citizen to help form this board and a clear plan for active transportation in and around our city.
4. Meeting Times	AGREED

(Section Break)

Qualifications for Serving

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

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

(Section Break)

Restrictions on Appointees

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

Agreement to Abide by Restrictions on Appointees	Steven George
Date	10/27/2025

RECEIVED 10/22/25

Boards and Commissions Application Form

Applicant Information	
First Name	Christina
Last Name	Johnson
Address	[redacted]
City	Bentonville
State	AR
Zip Code	72712
Home / Cell Phone	[redacted]
Email Address	[redacted]
Length of Bentonville Residency	1.7 years
Employer	Walmart
Occupation	HR Program Manager
Business Phone	[redacted]

(Section Break)

References
Please provide 2 references

Name	*Field not completed.*
Email Address	*Field not completed.*
Address	*Field not completed.*
City	*Field not completed.*
State	*Field not completed.*
Zip Code	*Field not completed.*
Phone Number	*Field not completed.*

Name	*Field not completed.*
Email Address	*Field not completed.*
Address	*Field not completed.*
City	*Field not completed.*
State	*Field not completed.*
Zip Code	*Field not completed.*
Phone Number	*Field not completed.*
Fax Number	*Field not completed.*

(Section Break)

Board Selection and Qualifications

Select all commissions and boards for which you would like to be considered:	Active Transportation Advisory Board
1. What are your qualifications for serving on this commission or board, including education and subject matter expertise?	I currently serve on the board and would like to do a second three year term.
2. Why would you like to be considered for appointment to this commission or board?	We are just getting started and I would like to continue the work with this board. I am very passionate about making active transportation, more feasible for more people in the community.
3. What do you hope to be able to contribute?	My perspective and experience as someone who uses the trails as a means of transportation.
4. Meeting Times	AGREED

(Section Break)

Qualifications for Serving

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

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

(Section Break)

Restrictions on Appointees

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

Agreement to Abide by Restrictions on Appointees	Christina Johnson
Date	10/22/2025

RECEIVED 10/20/25

Boards and Commissions Application Form

Applicant Information	
First Name	Luke
Last Name	Powers
Address	[redacted]
City	BENTONVILLE
State	AR
Zip Code	72712
Home / Cell Phone	[redacted]
Email Address	[redacted]
Length of Bentonville Residency	3 Years
Employer	Walmart
Occupation	Change Management and Implementation
Business Phone	[redacted]

(Section Break)

References
Please provide 2 references

Name	*Field not completed.*
Email Address	*Field not completed.*
Address	*Field not completed.*
City	*Field not completed.*
State	*Field not completed.*
Zip Code	*Field not completed.*
Phone Number	*Field not completed.*

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

(Section Break)

Board Selection and Qualifications

Select all commissions and boards for which you would like to be considered:	Active Transportation Advisory Board
1. What are your qualifications for serving on this commission or board, including education and subject matter expertise?	I currently Chair the board and would like to extendy term
2. Why would you like to be considered for appointment to this commission or board?	I bring a collaborative approach to the board and support leveraging best practices. I bike commute every day and have a wealth of experiences taking people on tours of Bentonville's infrastructure.
3. What do you hope to be able to contribute?	I hope to break down silos and create a positive feedback loop that brings lasting change to active transportation in Bentonville
4. Meeting Times	AGREED

(Section Break)

Qualifications for Serving

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

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

(Section Break)

Restrictions on Appointees

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

Agreement to Abide by Restrictions on Appointees	Luke Powers
Date	10/20/2025

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	12/9/2025	**Submitted By:**	David Wright
Phone:	479-271-6813	**For Department(s):**	Parks & Recreation
Email:	dwright@bentonvillear.com		

Item Type (Check all that apply)

☑ **Informational** ☐ **Bid Award** ☐ **Enter into an Agreement** ☐ **Change Order**

☐ **Recognizing Funds** ☐ **Budget Adjustment** ☐ **Waiver of Bid** ☐ **Emergency Clause**

☐ **Ordinance** ☐ **Resolution** ☑ **Informational** ☑ **Appointment**

Title, Recommendation & Justification

Title:	Parks & Recreation Advisory Board Appointment & Reappointments for 2026
Action Recommendation & Justification:	Approval to appoint Brooke Spenser to her first 3-year term beginning January 2026, the reappointment of Ty Hoffine and Jon Terlouw for their second 3-year term beginning in January 2026, based upon staff recommendation to the Mayor, to the Parks & Recreation Advisory Board. All terms expire December 31, 2028.
Additional Comments for Consideration (Optional):	
Amount for Approval:	$

Budget Impact

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

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

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

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

Budget Impact Notes for Consideration (Optional):

Memo

To: City Council Members and Mayor Orman

From: David Wright, Parks and Recreation Director

Date: November 21, 2025

Re: City Council approval of Mayor Orman's recommendation to reappoint Ty Hoffine & Jon Terlouw for their second terms and appoint Brooke Spenser for her first term to the 2026 Parks and Recreation Advisory Board

---

Parks and Recreation staff seek approval of the appointment of one new member, as well as the reappointment of a current member to the Parks and Recreation Advisory Board (PRAB). The PRAB is comprised of nine (9) members and one (1) City Council Member. PRAB member terms are three years in length and members can serve two (2) consecutive terms. By ordinance, the mayor recommends potential members to the City Council for approval.

In November, staff began advertising openings for this position on the board. During the six-week advertising period, a total of 18 residents applied for the vacant position.

Josh Stacey, Deputy Director; and I interviewed the candidates. I forwarded our recommendation to Mayor Orman for her appointment with Brooke Spenser to replace Eileen Patrick whose second term expires in December 2025. Ty Hoffine and Jon Terlouw are both reapplying for their second term which will expire in 2028.

Brooke will bring strong community-minded leadership and a genuine passion for enhancing public spaces. Her collaborative style, commitment to service, and thoughtful approach to problem-solving make her an excellent fit for the Parks and Recreation Advisory Board.

If you have any questions, regarding this item, please contact me at 479.464.7275, or email dwright@bentonvillear.com.

Attachments:
PRAB Applications

December 9, 2025

To: City Council Members & City Clerk

From: Mayor Stephanie Orman

Subject: Appointment of Brooke Spenser to the Parks & Recreation Advisory Board

---

Based upon staff recommendation, I recommend Brooke Spenser for appointment to the City of Bentonville's Parks & Recreation Advisory Board. This will be Ms. Spenser's first 3-year term that will expire on December 31, 2028.

SO

Stephanie Orman

December 9, 2025

To: City Council Members & City Clerk

From: Mayor Stephanie Orman

Subject: Reappointment of Ty Hoffine and Jon Terlouw to the Parks & Recreation Advisory Board

---

Based upon staff recommendation, I recommend Ty Hoffine and Jon Terlouw for reappointment to the City of Bentonville's Parks & Recreation Advisory Board. This will be their second 3-year terms that will expire on December 31, 2028.

SO

Stephanie Orman

RECEIVED 10/02/25

Boards and Commissions Application Form

Applicant Information	
First Name	Brooke
Last Name	Spenser
Address	[redacted]
City	Bentonville
State	AR
Zip Code	72712
Home / Cell Phone	[redacted]
Email Address	[redacted]
Length of Bentonville Residency	2
Employer	Walmart
Occupation	energy
Business Phone	[redacted]

(Section Break)

References
Please provide 2 references

Name	Christine Kane
Email Address	*Field not completed.*
Address	*Field not completed.*
City	Bentonville
State	*Field not completed.*
Zip Code	*Field not completed.*

Phone Number	[redacted]
Name	Wes Oliver
Email Address	*Field not completed.*
Address	*Field not completed.*
City	Bentonville
State	*Field not completed.*
Zip Code	*Field not completed.*
Phone Number	[redacted]
Fax Number	*Field not completed.*

(Section Break)

Board Selection and Qualifications

Select all commissions and boards for which you would like to be considered:	Active Transportation Advisory Board, Parks and Recreation Advisory Board
1. What are your qualifications for serving on this commission or board, including education and subject matter expertise?	I bring a combination of professional expertise, community engagement, and personal passion for outdoor spaces. As a professional focused on energy and sustainability, I understand the importance of building resilient, efficient, and environmentally responsible systems. I am also an active member of Bentonville's community as a cyclist, runner, and parent who regularly uses our parks and trails. My firsthand experience as both a recreational user and advocate for sustainable development gives me valuable insight into how parks can serve a broad range of residents while protecting long-term environmental health.
2. Why would you like to be considered for appointment to this commission or board?	Bentonville's parks and trail systems are a cornerstone of our community, and I would be honored to help guide their continued growth and stewardship. I believe that high-quality, inclusive public spaces improve quality of life for families, athletes, and visitors alike. Serving on the board would allow me to contribute my professional skills and personal

	commitment to ensuring our parks remain accessible, innovative, and sustainable for generations to come.
3. What do you hope to be able to contribute?	I hope to contribute a balanced perspective that represents both the voices of families and the broader community. My background in energy and sustainability can help inform policies and initiatives that reduce environmental impact while enhancing recreational opportunities. I would also bring the lens of a parent and athlete, ensuring that our parks support wellness, safety, and inclusivity for all ages and abilities. Most importantly, I aim to be a collaborative, forward-looking partner in advancing Bentonville's reputation as a leader in outdoor recreation and community spaces.
4. Meeting Times	AGREED
	(Section Break)
Qualifications for Serving *Please read the Qualifications for Serving provided below. These are the general qualifications to serve on any board or commission of the City of Bentonville.*	
I have read the above qualifications to serve on a city commission or board.	Yes
	(Section Break)
Restrictions on Appointees *Please read the Restrictions on Appointees provided below. Then type in your name and date to confirm that you are aware of and, if appointed, agree to the following rules.*	
Agreement to Abide by Restrictions on Appointees	Brooke Spenser
Date	10/2/2025

RECEIVED 10/26/25

Boards and Commissions Application Form

Applicant Information	
First Name	Ty
Last Name	Hoffine
Address	[redacted]
City	Bentonville
State	AR
Zip Code	72712
Home / Cell Phone	[redacted]
Email Address	[redacted]
Length of Bentonville Residency	26yrs
Employer	RTC
Occupation	Sales
Business Phone	[redacted]

(Section Break)

References
Please provide 2 references

Name	Kerri Hoffine
Email Address	[redacted]
Address	[redacted]
City	Bentonville
State	AR
Zip Code	72712
Phone Number	[redacted]

Name	Gretchen Brewer
Email Address	[redacted]
Address	[redacted]
City	Decatur
State	AR
Zip Code	72722
Phone Number	[redacted]
Fax Number	*Field not completed.*

(Section Break)

Board Selection and Qualifications

Select all commissions and boards for which you would like to be considered:	Parks and Recreation Advisory Board
1. What are your qualifications for serving on this commission or board, including education and subject matter expertise?	I am currently on the board and I would like to continue my term on this board
2. Why would you like to be considered for appointment to this commission or board?	I would like to continue my work on this board to keep Bentonville moving forward on having the best parks in NWA
3. What do you hope to be able to contribute?	I would like to continue to provide valuable feedback and input on current and future park projects in Bentonville
4. Meeting Times	AGREED

(Section Break)

Qualifications for Serving

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

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

(Section Break)

Restrictions on Appointees

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

Agreement to Abide by Restrictions on Appointees	Ty Hoffine
Date	10/26/2025

RECEIVED 11/24/25

Boards and Commissions Application Form

Applicant Information	
First Name	Jonathan
Last Name	Terlouw
Address	[redacted]
City	Bentonville
State	Arkansas
Zip Code	72712
Home / Cell Phone	[redacted]
Email Address	[redacted]
Length of Bentonville Residency	31 years
Employer	Walmart
Occupation	Communications
Business Phone	[redacted]

(Section Break)

References
Please provide 2 references

Name	David Wright
Email Address	*Field not completed.*
Address	*Field not completed.*
City	*Field not completed.*
State	*Field not completed.*
Zip Code	*Field not completed.*
Phone Number	*Field not completed.*
Name	Chris Sooter

Email Address	*Field not completed.*
Address	*Field not completed.*
City	*Field not completed.*
State	*Field not completed.*
Zip Code	*Field not completed.*
Phone Number	*Field not completed.*
Fax Number	*Field not completed.*

(Section Break)

Board Selection and Qualifications

Select all commissions and boards for which you would like to be considered:	Parks and Recreation Advisory Board
1. What are your qualifications for serving on this commission or board, including education and subject matter expertise?	Third time on the board. This is an application to renew my board membership.
2. Why would you like to be considered for appointment to this commission or board?	Continued interest in Bentonville Parks.
3. What do you hope to be able to contribute?	Long term city knowledge.
4. Meeting Times	AGREED

(Section Break)

Qualifications for Serving

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

I have read the above qualifications to serve	Yes

on a city commission or board.	

(Section Break)

Restrictions on Appointees

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

Agreement to Abide by Restrictions on Appointees	Jonathan Terlouw
Date	11/24/2025

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	12/9/2025	**Submitted By:**	Justin Scantlin
Phone:	479-271-5927	**For Department(s):**	Fire
Email:	jscantlin@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Resolution to Enter an Agreement for EMS Ambulance Billing Services
Action Recommendation & Justification:	Resolution authorizing the Mayor and City Clerk to enter into an agreement with DeLeon Billing Solutions dba Trinity Medical Billing. The agreement provides the billing company 7% of total monthly balance collected on behalf of the BFD. This amount is inclusive of all services and fees related. The term of the agreement shall be for a one (1) year term renewable annually upon mutually written agreement via amendment for a maximum term not to exceed three (3) years. No budget adjustment needed.
Additional Comments for Consideration (Optional):	DeLeon Billing Solutions dba Trinity Medical Billing was selected following the City's Purchasing Policy for professional services.
Amount for Approval:	**$** per percentage

Budget Impact

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

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

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

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

Budget Impact Notes for Consideration (Optional):
102020-43210

PROFESSIONAL SERVICES AGREEMENT

SERVICES NAME: Medical Billing Services ("SERVICES")

THIS AGREEMENT ("AGREEMENT") is made in Benton County, Arkansas, by and between the City of Bentonville, Arkansas, hereinafter referred to as "CITY", and Deleon Billing Solutions, LLC DBA Trinity Medical Billing hereinafter referred to as "SERVICE PROVIDER" (collectively, the "PARTIES").

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

RECITALS:

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

B. WHEREAS, The CITY has selected the SERVICE PROVIDER and negotiated this AGREEMENT using the procedures as set forth in Ark. Code Ann. § 19-65-101; and

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

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

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

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

ARTICLE I - SERVICES DESCRIPTION

The services provided include but are not limited to insurance claims submissions, data entry, accounts receivables, monthly statements, and month end reports for the provider. Deleon Billing Solutions LLC DBA Trinity Medical Billing will review and consider special requests made by the Bentonville Fire Department for services not listed above. Review and consideration is not a guarantee of acceptance**.**

ARTICLE II - TERM

The term of the agreement shall be for a one (1) year term renewable annually upon mutually written agreement via amendment for a maximum term not to exceed three (3) years. Upon any approved extension of the Agreement, the terms and conditions shall remain as stated herein.

ARTICLE III - SCOPE OF SERVICE

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

ARTICLE IV - STANDARD OF CARE

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

ARTICLE V - ADDITIONAL SERVICES

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

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

ARTICLE VI - SCHEDULE OF FEES, SERVICES AND PAYMENT

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

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

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

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

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

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

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

ARTICLE VII - INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VIII - RIGHT OF ACCESS

A. Not Applicable

ARTICLE IX - RECORDS AND RETENTION

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

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

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

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

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

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

ARTICLE X - SAFETY

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

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

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

ARTICLE XI - TERMINATION

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

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

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

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

ARTICLE XII - INDEMNIFICATION

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

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

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

ARTICLE XIII - CONTINGENCY CLAUSE

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

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

ARTICLE XIV - RELATIONSHIP OF THE PARTIES

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

ARTICLE XV - DISPUTE RESOLUTION

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

ARTICLE XVI - APPLICABLE LAWS

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

ARTICLE XVII - PRECEDENCE

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

ARTICLE XVIII - SEVERABILITY

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

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

ARTICLE XIX - SURVIVAL OF OBLIGATIONS

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

ARTICLE XX – ENTIRE AGREEMENT

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

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

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

CITY OF BENTONVILLE	
CITY	SERVICE PROVIDER
BY	BY
MAYOR	
TITLE	TITLE
DATE SIGNED	DATE SIGNED

APPENDIX A
SERVICES DESCRIPTION

BASIC SERVICES INFORMATION:

The services provided include but are not limited to Medical Billing/Ambulance Billing, Medicare/Medicaid/Commercial payor claims, Denial management, HIPAA compliance, Reporting and analytics, Patient billing support insurance claims submissions, data entry, accounts receivables, monthly statements, and month end reports for the provider. Deleon Billing Solutions, LLC DBA Trinity Medical Billing will review and consider special requests made by the Bentonville Fire Department for services not listed above. Review and consideration is not a guarantee of acceptance.

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APPENDIX B

SCOPE OF SERVICES

SERVICES BY THE CITY

- Furnish required information and approvals and perform responsibilities and activities in a timely manner to facilitate orderly progress of the work.
- Assist the SERVICE PROVIDER by placing at their disposal all available information pertinent to the SERVICES, including previous reports and other data relative to medical billing of the SERVICES.
- Pay the SERVICE PROVIDER is accordance with the terms of the AGREEMENT.

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

SERVICES BY THE SERVICE PROVIDER

- Meet all requirements of the AGREEMENT including any AMENDMENTS.
- Produce all documents and services needed for the SERVICES.
- Subcontracting of services by the SERVICE PROVIDER shall have prior approval of the CITY.

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APPENDIX C
FEES AND EXPENSES

FEES AND EXPENSES:

The fees for services listed above will be 7% of the total monthly balance collected on behalf of the Bentonville Fire Department prior to any bills being sent to collections. All postage related to billing will be paid by Deleon Billing Solutions, LLC DBA Trinity Medical Billing. Invoices for the previous months collections will be sent at the end of each month. Commissions are to be paid by the 15th of the following month.

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RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH DELEON BILLING SOLUTIONS D/B/A TRINITY MEDICAL BILLING FOR EMS AMBULANCE BILLING SERVICES; AND FOR OTHER PURPOSES.

WHEREAS, the need has arisen for the City of Bentonville to enter into a contract with DeLeon Billing Solutions d/b/a Trinity Medical Billing for EMS Ambulance Billing Services for Seven Percent (7%) of total monthly balance collected on behalf of BFD; agreement to be for a one (1) year term renewable annually upon mutual written agreement via amendment for a maximum term not to exceed three (3) years.

WHEREAS, no budget adjustment is necessary.

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

Section 1: The Mayor and City Clerk are authorized to enter into an agreement with DeLeon Billing Solutions d/b/a Trinity Medical Billing for Seven Percent (7%) of total monthly balance collected on behalf of BFD for a one (1) year term renewable annually upon mutual written agreement via amendment for a maximum term not to exceed three (3) years.

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:	12/9/2025	**Submitted By:**	Travis Matlock
Phone:	479-644-7899	**For Department(s):**	Electric
Email:	tmatlock@betonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Modification of Utility Board Creation Ordinance
Action Recommendation & Justification:	An ordinance modifying the Utility Board Creation Ordinance to allow for a member to serve an additional year in the case that a suitable replacement candidate cannot be found in a timely manner. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	
Amount for Approval:	$

Budget Impact

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

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

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

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

Budget Impact Notes for Consideration (Optional):

ORDINANCE NO. _____

AN ORDINANCE AMENDING CITY OF BENTONVILLE ORDINANCE NUMBER 2019-148; PROVIDING FOR THE EMERGENCY CLAUSE; AND FOR OTHER PURPOSES.

WHEREAS, City Council established the Bentonville Utility Board via Ordinance No. 2019-148; and

WHEREAS, an amendment to that Ordinance is now needed in order to allow Members who have served two (2) consecutive terms on the Utility Board to serve one (1) additional year when there is no qualified person available to replace them.

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

Section 1: That Bentonville City Ordinance Number 2019-148 Section 4 is hereby amended to read as follows:

Section 4: *Successors.* That a Board vacancy, whether by expiration or otherwise, shall be filled through nomination by the Mayor and confirmation by majority vote of City Council approving a resolution of appointment. Successor Members shall be appointed for a term of three (3) years. No person shall serve as a member of the Board for more than two (2) consecutive terms, unless there is no qualified person to replace them, in which case they may serve for one (1) additional year.

Section 2: All other provisions of Ordinance Number 2019-148 remain in full force and effect.

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;

Section 4 - 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; 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 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:	12/9/2025	**Submitted By:**	Preston Newbill
Phone:	479-271-3143	**For Department(s):**	Water
Email:	pnewbill@bentonvillear.com		

Item Type (Check all that apply)

☐ Informational ☐ Bid Award ☑ Enter into an Agreement ☐ Change Order

☐ Recognizing Funds ☐ Budget Adjustment ☐ Waiver of Bid ☐ Emergency Clause

☐ Ordinance ☑ Resolution ☐ Informational

Title, Recommendation & Justification

Title:	Resolution for Bella Vista Village Property Owner's Association Wholesale Water Contract Extension
Action Recommendation & Justification:	Request the Mayor and City Clerk to enter into a contract extension agreement with the City of Bentonville and Bella Vista Village Property Owner's Association for a time period of 3 months set to expire on March 31,2026. Utility Board approved 4-0. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	Due to the existing wholesale water agreement expiring January 1 2026 it is necessary to have a contract extension agreement for 3 months to finalize the revised wholesale water agreement.
Amount for Approval:	$

Budget Impact

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

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

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

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

Budget Impact Notes for Consideration (Optional):

2005 on Questys

AGREEMENT

This AGREEMENT, made and entered into this 22nd day of Dec, 2005, by and between the City of Bentonville, Arkansas, an Arkansas municipal corporation, hereinafter call 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 two metering stations; one being located at Cold Cave Drive Pumping Station and, the other at Bridgewater pumping station; 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 or is committed to construct facilities to insure that the VILLAGE, other wholesale customers and its customers receive an adequate supply of water and continues to be committed to incur the obligation to maintain those facilities; 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 VILLLAGE 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 (their) customers and as those standards may be amended from time to time.

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

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

The CITY shall provide available capacity to the VILLAGE of 2.0 million gallons per day (MGD) at the Cold Cave metering station and 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 three (3) parts; The first portion of costs that the VILLAGE will pay to the CITY is a net delivery charge for Operation, Maintenance and Repair of the CITY infrastructure specifically servicing the VILLAGE, including other reasonable and associated water utility operational costs (such as billing, etc) incurred by the CITY and hereinafter referred to as the WHEELING CHARGE. The second portion of cost that the VILLAGE will pay to the CITY is the Water Charge component reflecting the "Pass Through" charges for the Beaver Water District wholesale water charge incurred on behalf of the VILLAGE. This portion hereinafter will be referred to as the BULK WATER CHARGE. The third being a proportional share of the Capital Costs for the new 48-inch diameter transmission main from the Beaver Water District and the 2.0 MG elevated water storage tank that will specifically service the VILLAGE and hereinafter be referred to as the CAPITAL COST SHARE.

WHEELING CHARGE: That the VILLAGE will pay for the sum of metered water volume from the two metering sites, adjusted for the tested meter accuracies, at a unit price per 1,000 gallons for a period not exceeding two (2) years as provided hereinafter. This initial two-year unit price per thousand gallons shall be based upon the final negotiated cost of service rate for the reasonable Net Delivery Charge incurred by the CITY. This unit price per thousand gallons shall be effective on January 1, 2006 and extend for a two-year period thereafter, subject to unit price adjustments as otherwise provided herein. The Parties further agree that the existing Debt service costs, presently included in the WHEELING CHARGES, will be paid consistent with the existing loan re-payment schedule for the CITY for Principle and Interest for the remaining 10- year life of the existing Loan, and maturing on or about December 1, 2015, with the VILLAGE share not to exceed seventeen and one-half percent (17.5 %).

The initial rate shall be $0.7064 per 1000 gallons for the first 700.00 MG purchased. The rate for subsequent 50 million gallon increments shall be:

700.001 to 750.000 MG rate shall be $0.2374 per 1,000 gallons.
750.001 to 800.000 MG rate shall be $0.2070 per 1,000 gallons.

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800.001 to 850.000 MG rate shall be $0.1945 per 1,000 gallons.
850.001 to 900.000 MG rate shall be $0.1834 per 1,000 gallons.
900.001 to 950.000 MG rate shall be $0.1735 per 1,000 gallons.
950.001 to 1,000.000 MG rate shall be $0.1645 per 1,000 gallons.
Greater Than 1,000.000 MG rate shall be $0.1564 per 1,000 gallons.

BULK WATER CHARGE: The VILLAGE will compensate the CITY for the "Pass Through" net volumetric charges from BWD for the corrected metered water volume as describe under Wheeling Charges. The CITY shall receive a markup of one percent (1.0 %) added onto the BWD net Bulk Water Unit Charge. The BWD unit volumetric charge shall be adjusted timely in accordance with periodic and retroactive adjustments.

The initial rate shall be $1.16 per 1000 gal. BWD base rate plus 1% markup for total bulk water charge of $1.1716 per 1000 gal.

CAPITAL COST SHARE: The VILLAGE will share in the costs of the new transmission system from the Beaver Water District to service the CITY's retail and wholesale customers. The parties acknowledge and agree that the VILLAGE shall become a shareholder and shall acquire equity and ownership in a pro-rata capacity allocation of Seventeen and one-half percent (17.5 %) totaling about 7.105 MGD maximum day capacity based on a reasonable transmission system maximum day capacity of 40.6 MGD. The CITY will retain physical ownership and shall be solely responsible for all operation-maintenance-repair responsibilities in the new transmission system. The costs for such O-M-R shall be included in the cost element of WHEELING CHARGES as part of the CITY's operating expenses, as aforementioned and described. This Seventeen and one-half percent (17.5 %) capacity allocation shall be vested in and to the VILLAGE and they may reallocate via sale or lease any part of the unutilized capacity to the CITY or another wholesale customer (or shareholder) of the CITY utilizing treated water transmission capacity, as may be applicable, under any terms and conditions mutually agreeable to any transferee shareholder and transferor shareholder within the current or future affected wholesale customer group of the CITY. The Parties agree that the reasonable total project costs for planning-design-construction-startup of the new transmission system infrastructure will be about $ 21,308,000.

In like manner, the VILLAGE shall receive full credit for the reflected pro-rata capacity equity from the sale value of $7,417,000 for the existing transmission systems for the two current (24-inch and 30-inch) transmission mains and appurtenances owned by the Rogers Water District that will be replaced with the new CITY built transmission system. Such pro-rata share will be based upon prior contribution of payments by VILLAGE to the CITY for Principal and Interest and Depreciation A/C Fund costs that were included within the previously paid wholesale rates.

The Parties further agree that the net CAPITAL COST SHARE to be paid by the VILLAGE will be two hundred forty (240) monthly payments of $ 12,313.19, for Principle and Interest consistent with the $12,000,000-dollar ANRC loan re-payment schedule for the 20-year life of the Loan at 3.5% interest to the CITY.

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The VILLAGE will not participate in and the CITY will herewith agree not to initiate any Depreciation Fund payments on subject new Transmission System for the duration of this contract. The parties agree that the probable useful lives of the new transmissions system elements to be upwards of 75-years to 100-years from date of construction.

3. That it is further agreed by the parties that the minimum total volume purchased per year by the VILLAGE will be 700 million gallons. In the event the total annual volume purchased by the VILLAGE is less than 700 million gallons, the CITY will promptly submit an adjustment bill identifying the corrected actual volume metered (and purchased), the volume increment to reach an annual minimum volume of 700 million gallons, and the balance payment due for wheeling charges to the CITY based on this minimum total annual volume. The adjustment bill shall exclude charges associated with the bulk treated water costs by the Beaver Water District. The adjustment bill shall be due and payable within the time set forth hereinafter of the receipt of bill from the CITY.

4. That no later than three months prior to each subsequent January 1st two year anniversary 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 up-date wheeling charge component in accordance with the terms of American Water Works Association Rate Manual M-1, as amended from time to time. The cost of service analysis will include consideration of all classes of customers in accordance with generally accepted cost of service methodology. A registered professional engineer, approved by both the CITY and the VILLAGE, who has demonstrated long-term experience in preparing utility rate and cost of service analysis, shall perform the analysis. The resulting wheeling charge component rate determined by said analysis will be charged by the CITY until the subsequent two-year anniversary analysis is performed. The Cost of Service Study 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 "Base - Extra Capacity Method" of allocating Cost of Service as described in the Water Supply Practices Manual M-1 published by the AWWA. As applied to this Agreement, "Cost of Service Methodology" defines the revenue requirements of the CITY on a utility basis as set forth in the M1 Manual and will be implemented using the cost of service analysis described in Section 6(B) in determining applicable water rates. The utility basis defines the costs of service as the sum of operations and maintenance costs, an allowance for depreciation and an allowance for return on capital. However, as used herein the definition of "Cost of Service Methodology" limits the revenue requirements of the CITY to operations and maintenance costs plus an allowance for depreciation not including those facilities identified in Part 2, "Capital Cost Share". The return on capital investment shall not exceed the current prime rate established by the federal reserve bank year-end value preceding the date of the study.

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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 during the intervening period between the two-year rate period prescribed in Section 2, 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 raw 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 two 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 shall pay all costs, charges, fees and all expenses that may be entailed or incurred in providing any mains devoted for the delivery of wholesale water to the VILLAGE.

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 reasonably 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. That if interruptions in service to the VILLAGE, it shall 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.

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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 2025 and thereafter the Max Day will be 7.105 MGD as defined in Part 2, the VILLAGE may obtain emergency or long term water service from any other source. During such period of interrupted or limited service, the VILLAGE would have relief from the minimum "take and pay" provision equal to the volume of water that the CITY is unable to deliver and which must be purchased and supplied from a source other than the CITY.

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 and 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 averages 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 normal working day of each month and a statement rendered as hereinbefore provided. The invoicing 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 five (5)

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calendar days of the reading date described above. The bill shall be due and payable by the fifteenth (15th) day following the date of the bill for the prior month's water purchased. After the due date each month, a one percent (1%) 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 hand-delivery. If payment has not been received by the twenty-fifth (25th) day after 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 concluded 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 the tolerances for accuracy as previously established in this 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 nonregistration occurred. The volumetric usage to be used for the average bill shall be calculated based on the actual daily and hourly-metered volumes for 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

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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. That this agreement shall remain in full force and effect for an initial period of twenty (20) 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 renew. The party to whom a notice of non-renewal is submitted shall acknowledge receipt of the notice in writing within thirty (30) days of the date of the non-renewal notice.

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 anytime 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 determination by an arbitrator. A party shall give or withhold its consent in writing within ninety (90) days of being formally requested to give consent. Upon mutual consent of both parties to proceed, the parties shall appoint one (1) arbitrator. If the parties cannot agree on the arbitrator, a Judge in a court of competent jurisdiction shall select the arbitrator. The arbitrator may hold such hearings and require such briefs as the arbitrator determines to be necessary. The arbitrator shall issue written decisions within fifteen (15) business days of the final hearing or the final submission of any material requested by the arbitrator. The decision of the arbitrator shall be binding upon the CITY and the VILLAGE. The cost of arbitration shall be equally shared and paid 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 except as herein provided.

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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 addresses:

If to the CITY:
City of Bentonville Mayor's Office
117 W Central
Bentonville, Arkansas 72712
ATTN: Mayor

If to the VILLAGE:
Bella Vista Village POA
101 Town Center
Bella Vista, Arkansas 72714
ATTN: General Manager

23. That the effective date of this AGREEMENT shall be the 1st day of Jan, 2006.

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 above written.

CITY OF BENTONVILLE, ARKANSAS

[redacted]

TERRY COBERLY, Mayor

ATTEST;

[redacted]

SUZANNE GRIDER, City Clerk

BELLA VISTA VILLAGE
PROPERTY OWNERS ASSOCIATION

[redacted]

TOMMY BAILEY, President-General Manager

ATTEST:

[redacted]

KATHY FERGUSON, Corporate Secretary

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Clean Draft_5 12/19/2005 LW

File: C\LRW\MH\TB\Bentonville Water\WaterContractBentonville120905 R_121905_LW Clean

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Contract Extension Agreement

This Contract Extension Agreement (the "Extension") is made and entered into by and between the parties to the contract between the City of Bentonville and Bella Vista Village Property Owners Associated dated December 22, 2005, which is set to expire on December 31, 2025, ("Original Agreement").

1. Extension of Term. The parties agree to extend the term of the Original Agreement for an additional three (3) months, through March 31, 2026.

2. Purpose. The purpose of this Extension is to provide both parties with additional time to negotiate terms of a new or amended agreement or, in the alternative, terminate said agreement.

3. Effect of Extension. Except as expressly modified by this Extension, all other terms and conditions of the Original Agreement shall remain in full force and effect.

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 on this _____ day of December, 2025 (for the City) and the _____ day of December, 2025 (for Bella Vista).

_____
STEPHANIE ORMAN, MAYOR
CITY OF BENTONVILLE

_____
MALORIE MARRS, CITY CLERK
CITY OF BENTONVILLE

_____
BELLA VISTA VILLAGE POA, PRESIDENT-GENERAL MANAGER

_____
BELLA VISTA VILLAGE POA, CORPORATE SECRETARY

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND THE CITY CLERK TO EXTEND THE CONTRACT WITH BELLA VISTA VILLAGE PROPERTY OWNER'S ASSOCIATION FOR WHOLESALE WATER FOR A PERIOD OF THREE (3) MONTHS; AND FOR OTHER PURPOSES.

WHEREAS, the existing wholesale water agreement is set to expire on January 1, 2026, and more time is needed to finalize the revised wholesale water agreement; 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 a contract extension for three (3) months for the wholesale water contract with Bella Vista Village Property Owner's Association.

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:	12/9/2025	**Submitted By:**	Donald Schmidt
Phone:	(479) 271-3140	**For Department(s):**	Water Utilities - Water
Email:	dschmidt@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Resolution Approving a Budget Adjustment to Allocate Additional Funds for IFB-24-70 IDIQ
Action Recommendation & Justification:	Staff requests approval of a Resolution amending the 2025 budget in the amount of $500,000.00 to continue water service line replacement work. The total amendment will be allocated as follows: $300,000.00 to Mo-Ark Utilities and $200,000.00 to Calcon, Inc. Utility Board approved 4-0. A budget adjustment is needed.
Additional Comments for Consideration (Optional):	This additional funding will allow the IDIQ contractors to continue working through the end of the year and into 2026. Both contractors are meeting production expectations and are helping to reduce water loss with every service line that is replaced. The original contract was approved by City Council on 11/12/2024.
Amount for Approval:	$ 500,000.00

Budget Impact

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

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

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

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

Budget Impact Notes for Consideration (Optional):

This budget adjustment will be funded by Utility Fund Reserves.

RESOLUTION NO. _____

A RESOLUTION AMENDING THE 2025 BUDGET TO ALLOCATE ADDITIONAL FUNDS FOR IFB-24-70 IDIQ IN THE AMOUNT OF FIVE-HUNDRED THOUSAND DOLLARS ($500,000.00); AND FOR OTHER PURPOSES.

WHEREAS, The City of Bentonville desires to allocate Three-Hundred Thousand Dollars ($300,000.00) to Mo-Ark Utilities and Two-Hundred Thousand Dollars ($200,000.00) to Calcon, Inc. to continue water service line replacement work.

WHEREAS, a budget adjustment is needed.

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

Section 1: The 2025 Budget is hereby adjusted to appropriate Five-Hundred Thousand Dollars ($500,000.00) from the Utility Fund to Account #503020-44450 Pub Works by Project Maintenance. That said amount will be allocated Three-Hundred Thousand Dollars ($300,000.00) to Mo-Ark Utilities and Two-Hundred Thousand Dollars ($200,000.00) to Calcon, Inc. to continue water service line replacement work.

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:	12/9/2025	**Submitted By:**	Beau Thompson
Phone:	(479) 271-3140	**For Department(s):**	Water Utilities (Sewer Rehab)
Email:	Bthompson@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Resolution for Spring Creek-Vaughn Sanitary Cost Share Agreement with RLP Development LLC
Action Recommendation & Justification:	Staff recommends approval of a Development Agreement with "RLP Developments LLC." for 1,285 feet of sewer upgrades associated with Walnut Grove Phase 4 off site upgrades. 385 feet of the upgrades were not required with the proposed project but are included in this cost to build the entire section so it's appropriately sized for the build out of this basin. Utility Board approved 4-0. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	The developer is responsible to up-size seven existing sections of sanitary sewer main to 12", 15", and 18" due to the proposed flow from their project. The proposed agreement covers the cost of upgrading all lines to 24" and adding an additional 385 feet of 24" line to upgrade the impacted interceptor line in entirety. The upgrade will also add capacity based on the Plan Bentonville growth strategies and in accordance with the Spring Creek Vaughn Gravity Sewer Project.
Amount for Approval:	**$** 248,819.00

Budget Impact

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

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

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

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

Budget Impact Notes for Consideration (Optional):

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 RLP Developments LLC. (attn. Russ Plumley) an Arkansas corporation having a mailing address of Post Office Box 3207, Bentonville, Arkansas 72712 ("RLP").

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 and West of SW Lee Harris Road, also known as the trunk line sewer that serves the proposed Walnut Grove Phase 4 and Piercy RV development and the greater Spring Creek – Southwest Regional Airport Blvd Intersection sewer basin which is beneficial to all of the parties, and

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 RLP agree to pay all expenses related to the Development, according to the following cost sharing schedule:

RLP shall pay for all costs and expenses related to the public sewer main, including, without limitation, all labor, equipment and material needed to remove the existing sewer main where applicable and construct 1,285 feet of new 24 inch main in its place, including new 5' I.D. manholes and connection to the existing manhole on the downstream end as shown in Exhibit A.

Bentonville shall provide RLP with payment of $248,819.00 following completion and acceptance of the improvements, to pay for the difference in cost to install a 24 inch sewer main sized to accommodate the ultimate build out of the basin, instead of 12, 15, and 18 inch as required to accommodate just the proposed developments as shown in Exhibit B and quantified in Exhibit C.

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. RLP 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.

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:

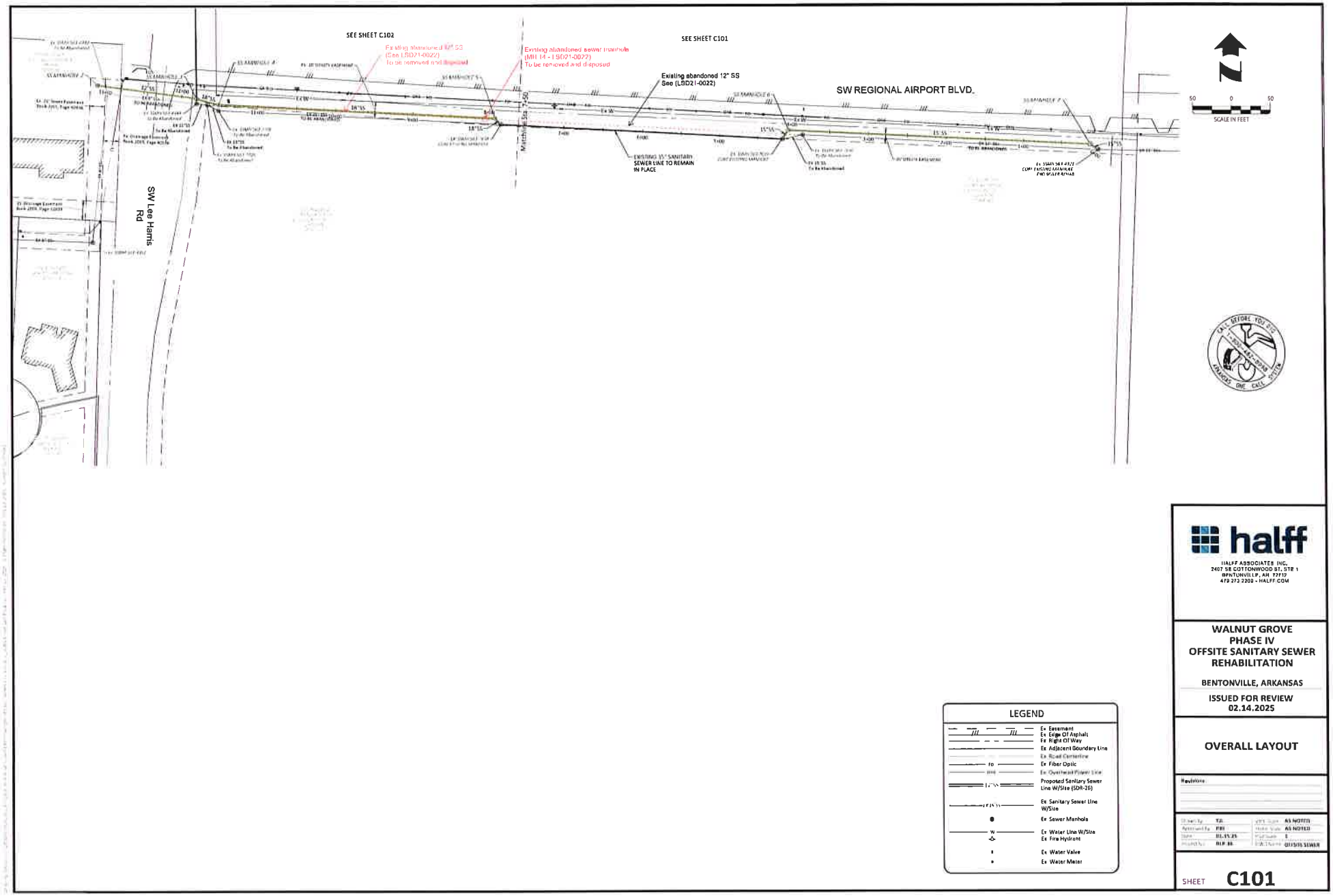
By: _____
Stephanie Orman, Mayor

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

RLP Developments LLC.:

By: _____
Russ Plumley

EXHIBIT A



LEGEND

- Ex Easement
- Ex Edge Of Asphalt
- Ex Right Of Way
- Ex Adjacent Boundary Line
- Ex Road Centerline
- Ex Fiber Optic
- Ex Overhead Power Line
- Proposed Sanitary Sewer Line W/Site (SDR-26)
- Ex Sanitary Sewer Line W/Site
- Ex Sewer Manhole
- Ex Water Line W/Site
- Ex Fire Hydrant
- Ex Water Valve
- Ex Water Meter

halff
HALFF ASSOCIATES INC.
2407 SE COTTONWOOD ST, STE 1
BENTONVILLE, AR 72712
479.273.2200 - HALFF.COM

WALNUT GROVE PHASE IV OFFSITE SANITARY SEWER REHABILITATION

BENTONVILLE, ARKANSAS

ISSUED FOR REVIEW
02.14.2025

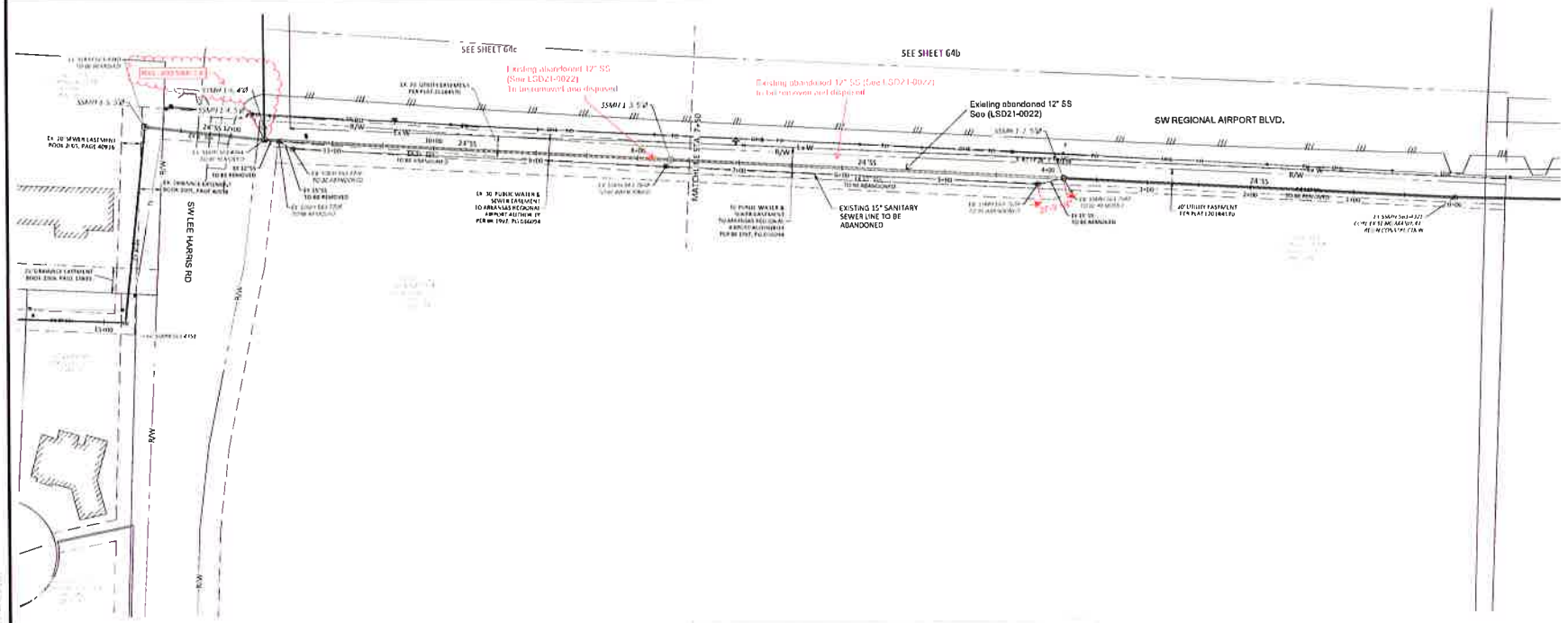
OVERALL LAYOUT

Revisions

Drawn by	TJL	Horiz. Scale	AS NOTED
Approved by	PBH	Vert. Scale	AS NOTED
Date	01.15.25	Project No.	011515 SEWER
Project No.	HLF 00		

SHEET **C101**

EXHIBIT B

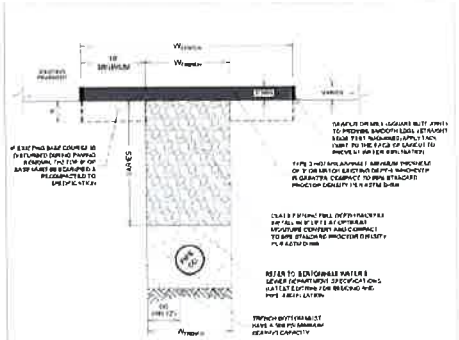


GENERAL NOTES

1. CONTRACTOR IS RESPONSIBLE FOR DAMAGES TO UTILITIES DURING CONSTRUCTION. NO SEPARATE PAY FOR REPAIRING OR REPLACING DAMAGES RESULTING FROM PIPE BURSTING OR OTHER CONSTRUCTION ACTIVITIES
2. **CONTRACTOR IS RESPONSIBLE FOR ANY SURFACE DAMAGE. NO SEPARATE PAY FOR RESTORING OR REPLACING ITEMS SUCH AS GRAVEL SURFACING, SOD, PAVEMENT, OR ANY OTHER SURFACE CONDITION THAT WILL REQUIRE RESTORATION, UNLESS OTHERWISE NOTED.**
3. **BY-PASS PUMPING WILL BE REQUIRED TO DIVERT ANY SEWER FLOWS AROUND SECTIONS OF PIPE. COST SHALL BE INCIDENTAL, UNLESS OTHERWISE NOTED.**
4. **COORDINATE ALL WORK AND UTILITY REQUIREMENTS WITH BENTONVILLE WATER UTILITIES PRIOR TO THE BEGINNING OF CONSTRUCTION**
5. IT IS THE CONTRACTORS RESPONSIBILITY TO TAKE ALL PRECAUTIONS NECESSARY TO AVOID PROPERTY DAMAGE TO ADJACENT PROPERTIES DURING CONSTRUCTION OF THIS PROJECT. ANY DAMAGE SHALL BE TO EXISTING PROPERTIES SHALL BE REPAIRED TO EXISTING OR BETTER CONDITIONS

UTILITY GENERAL NOTES

1. EXISTING UTILITIES ACROSS OR ALONG THE LINE OF THE PROPOSED WORK ARE SHOWN ONLY IN AN APPROXIMATE LOCATION ON THESE PLANS. THE CONTRACTOR SHALL CALL THE STATE ONE CALL SYSTEM PRIOR TO CONSTRUCTION @ 1 800 482 8998. THE CONTRACTOR SHALL, ON HIS OWN INITIATIVE AND AT NO ADDITIONAL COST, LOCATE ALL UNDERGROUND LINES AND STRUCTURES AS NECESSARY. THE CONTRACTOR SHALL VERIFY AND CALCULATE ALL POINTS OF CONNECTION AND ALL UTILITY CROSSINGS AND INFORM HALFF ASSOCIATES, INC. AND/OR THE OWNER OF ANY CONFLICTS OR REQUIRED DEVIATIONS FROM THE PLANS. HALFF ASSOCIATES, INC. SHALL BE HELD HARMLESS IN THE EVENT THE CONTRACTOR FAILS TO MAKE SUCH NOTIFICATION.
2. IT SHALL BE DISTINCTLY UNDERSTOOD THAT FAILURE TO SPECIFICALLY INDICATE WORK WHICH IS REQUIRED TO COMPLETE THIS PROJECT SHALL NOT RELIEVE THE CONTRACTOR OF HIS RESPONSIBILITY TO PERFORM SUCH.
3. CONTRACTOR SHALL COORDINATE AND COMPLY WITH ALL UTILITY COMPANIES REQUIREMENTS WHEN WORKING WITH, OR AROUND UTILITIES IN PROJECT AREA.
4. ALL TRENCHING AND BEDDING SHALL BE IN ACCORDANCE WITH THE CITY OF BENTONVILLE WATER AND SEWER SPECIFICATIONS. RE: "TYPICAL WATER AND SEWER BEDDING AND BACKFILL DETAIL"
5. CONTACT DEUD AT 479 271-3135 BEFORE PERFORMING ANY GRADING WITHIN 5' OF EXISTING OR PROPOSED POWER POLES



STREET CUT PERMANENT PATCH

NOTES:

DETAIL E-2

BENTONVILLE ENGINEERING

LEGEND

- Ex. Easement
- Ex. Edge Of Asphalt
- R/W — Ex. Right Of Way
- Ex. Adjacent Boundary Line
- Ex. Road Centerline
- Ex. Fiber Optic
- Ex. Overhead Power Line
- Proposed Sanitary Sewer Line W/Size (SDR 26)
- Ex. Sanitary Sewer Line W/Size
- Ex. Sewer Manhole
- Ex. Water Line W/Size
- Ex. Fire Hydrant
- Ex. Water Valve
- Ex. Water Meter

ARKANSAS LICENSED PROFESSIONAL ENGINEER 10-15-25

halff

HALFF ASSOCIATES, INC.
2407 SE COTTONWOOD ST. STE 1
BENTONVILLE, AR 72712
479.273.3200 | HALFF.COM

WALNUT GROVE PHASE IV OFFSITE SANITARY SEWER REHABILITATION

BENTONVILLE, ARKANSAS

ISSUED FOR CONSTRUCTION
10.17.25

OFFSITE SEWER OVERALL LAYOUT

Revisions
1 Property Updates
2 Phase IV Additional Rehab Locations

Drawn By:	TR	Horiz. Scale:	AS NOTED
Approved By:	PRF	Vert. Scale:	AS NOTED
Date:	05.28.25	Plot Scale:	1
Project No:	80P-36	CAD File:	OFFSITE SEWER

SHEET **64a**

EXHIBIT C

RLP Contracting Group Bid
for
SWRAB Sewer Improvements for Walnut Grove ph.4 Development
SW Regional Airport Blvd & SW Lee Harris Road
Bentonville, Benton County, Arkansas

Item No.	Description	Unit	Quantity	Unit Cost	Total Cost
Walnut Grove ph.4 - Sewer Improvements					
1	Mobilization	LS	1	$ 25,000.00	$ 25,000.00
2	Site Prep (Temporary Fence, Linear BMPs, etc.)	LS	1	$ 20,000.00	$ 20,000.00
3	Trench Protection & Shoring	LS	1	$ 15,000.00	$ 15,000.00
4	Traffic Control (Lee Harris Road Crossing)	LS	1	$ 10,000.00	$ 10,000.00
5	Core Existing Manhole (2 - 15")(1 - 18")	EA	3	$ 2,500.00	$ 7,500.00
6	Plug and Grout Existing Manholes	EA	3	$ 1,500.00	$ 4,500.00
7	Remove & Dispose Existing 12" PVC, SDR-26 Sewer Main	LF	374	$ 37.00	$ 13,838.00
8	Remove & Dispose Existing Manholes (Ex MH 14)	EA	1	$ 2,000.00	$ 2,000.00
9	12" PVC, SDR-26 Sewer Main	LF	131	$ 150.00	$ 19,650.00
10	15" PVC, SDR-26 Sewer Main	LF	418	$ 200.00	$ 83,600.00
11	18" PVC, SDR-26 Sewer Main	LF	399	$ 225.00	$ 89,775.00
12	4' ID Sewer Manholes (5' Depth)	EA	1	$ 7,500.00	$ 7,500.00
13	5' ID Sewer Manholes (5' Depth)	EA	5	$ 9,500.00	$ 47,500.00
14	4' ID Sewer Manholes (Extra Depth)	VF	4.56	$ 250.00	$ 1,140.00
15	5' ID Sewer Manholes (Extra Depth)	VF	25.31	$ 350.00	$ 8,858.50
16	Abandon Existing Manholes (BWU Detail - SS07)	EA	5	$ 2,500.00	$ 12,500.00
17	Full-Depth Class 7 Base Backfill (Lee Harris Road)	CY	60	$ 100.00	$ 6,000.00
18	Permanent Pavement Repair (BE Detail - E-2)	SY	17	$ 200.00	$ 3,400.00
19	Minimum 2" Mill & Overlay Pavement Repair (LHR)	SY	108	$ 60.00	$ 6,480.00
20	Additional Utility Easement (Parcel 01-08215-025)	SF	650	$ 6.53	$ 4,244.50
21	By-Pass Pump (Includes all equip, material, labor)	LS	1	$ 25,000.00	$ 25,000.00
				Total:	**$ 413,486.00**

RLP Contracting Group Bid
for
SWRAB Sewer Improvements for City 24" Sewer Main
SW Regional Airport Blvd & SW Lee Harris Road
Bentonville, Benton County, Arkansas

Item No.	Description	Unit	Quantity	Unit Cost	Total Cost
24" Sewer Improvements					
1	Mobilization	LS	1	$ 25,000.00	$ 25,000.00
2	Site Prep (Temporary Fence, Linear BMPs, etc.)	LS	1	$ 25,000.00	$ 25,000.00
3	Trench Protection & Shoring	LS	1	$ 20,000.00	$ 20,000.00
4	Traffic Control (Lee Harris Road Crossing)	LS	1	$ 10,000.00	$ 10,000.00
5	Core Existing Manhole (1 - 24")(1 - 12")	EA	2	$ 2,750.00	$ 5,500.00
6	Remove & Dispose Existing 8" PVC, SDR-26 Sewer Main	LF	117	$ 35.00	$ 4,095.00
7	Remove & Dispose Existing 12" PVC, SDR-26 Sewer Main	LF	1167	$ 35.00	$ 40,845.00
8	Remove & Dispose Existing 15" PVC, SDR-26 Sewer Main	LF	43	$ 47.00	$ 2,021.00
9	Remove & Dispose Existing Manholes	EA	4	$ 2,000.00	$ 8,000.00
10	Abandon Existing Manholes (BWU Detail - SS07)	EA	3	$ 2,500.00	$ 7,500.00
11	24" PVC, SDR-26 Sewer Main	LF	1285	$ 265.00	$ 340,525.00
12	4' ID Sewer Manhole (5' Depth)	EA	1	$ 7,500.00	$ 7,500.00
13	4' ID Sewer Manholes (Extra Depth)	VF	8.19	$ 250.00	$ 2,047.50
14	5' ID Sewer Manholes (5' Depth)	EA	4	$ 9,500.00	$ 38,000.00
15	5' ID Sewer Manholes (Extra Depth)	VF	23.69	$ 350.00	$ 8,291.50
16	Full-Depth Class 7 Base Backfill (Lee Harris Road)	CY	75	$ 100.00	$ 7,500.00
17	Permanent Pavement Repair (BE Detail - E-2)	SY	20	$ 200.00	$ 4,000.00
18	Minimum 2" Mill & Overlay Pavement Repair (LHR)	SY	108	$ 60.00	$ 6,480.00
19	By-Pass Pump (Includes all equip, material, labor)	LS	1	$ 100,000.00	$ 100,000.00
				Total:	**$ 662,305.00**

Cost Comparison Summary

Item No.	Description	Unit	Quantity	Total Cost
1	City 24" Sewer Main Improvements	LS	1	$ 662,305.00
2	Walnut Grove ph.4 Development Sewer Main Improvments	LS	1	$ 413,486.00
	Cost Difference (Proposed Cost Share) =			**$ 248,819.00**

RESOLUTION NO. _____

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

WHEREAS, The City of Bentonville desires to enter into a development agreement with RLP Developments, LLC for 1,285 feet of sewer upgrades associated with Walnut Grove Phase 4 off site upgrades.

WHEREAS, no budget adjustment is needed.

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

Section 1: The Mayor and City Clerk are authorized to enter into a development agreement with RLP Developments, LLC to cover the cost of upgrading all lines to 24" and adding an additional 385 feet of 24" line to upgrade the impacted interceptor line in its entirety in an amount not to exceed Two-Hundred Forty-Eight Thousand Eight-Hundred Nineteen Dollars ($248,819.00).

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

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

PASSED and APPROVED this _____ day of _____, 2025.

APPROVED:

_____
STEPHANIE ORMAN, MAYOR

ATTEST:

_____
MALORIE MARRS, CITY CLERK

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	12/9/2025	**Submitted By:**	Beau Thompson
Phone:	479-271-3140	**For Department(s):**	Water Utilities - Sewer Rehab
Email:	bthompson@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Resolution Approving Spring Creek Vaughn Construction Administration Services
Action Recommendation & Justification:	This resolution authorizes the Mayor and City Clerk to enter into an amended agreement with Crafton, Tull & Associates, Inc. for construction services in the amount of $115,770.00 for the Spring Creek – Vaughn Gravity Sewer project This amendment increases the original contract total to $201,822.00. No budget adjustment is needed. Crafton Tull was selected following the City's Purchasing Policy for professional services. Utility Board approved 4-0. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	There was $31,864.62 remaining in the design contract that will be allocated to this amendment and $7,954.54 of that balance is ARPA funds. Budget impact is $83,905.38 The scope of services includes technical oversight, review, coordination, documentation, site visits, material submittal reviews, pay application reviews, change order processing, field inspections, SWPPP compliance monitoring, as-built surveying, and project close-out assistance.
Amount for Approval:	**$** 115,770.00

Budget Impact

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

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

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

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

Budget Impact Notes for Consideration (Optional):

CITY OF BENTONVILLE, ARKANSAS

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

City Hall – 305 SW A Street Bentonville, Arkansas 72712

AMENDMENT TO STATEMENT OF QUALIFICATIONS CONTRACT

This amendment (the "Amendment"), dated December 9, 2025 is made by the City of Bentonville, Arkansas ("City") and Crafton Tull & Associates ("Contractor"), parties to the Statement of Qualifications with Bentonville Water Utility (BWU) Department, for Professional Civil Engineering Services for the Spring Creek-Vaughn Gravity Sewer-Lift Station to NACA, dated October 28, 2024 (the "Agreement").

1. In accordance with Section 4 (Additional Services), Any service outside of the work agreed to or included by reference must be pre-approved by the City and executed as an amendment to the agreement by the Parties prior to any such work.

2. The Agreement is Amended as follows:

3. Construction administration services for the construction of the Spring Creek – Vaughn Gravity Sewer project to be modified as set forth in **Exhibit A**.

4. The estimated total of payments for the contract is estimated to be $201,822.00 per contract term as set forth in **Exhibit A**.

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

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

THE CITY OF BENTONVILLE, ARKANSAS

BY:_____
Stephanie Orman, Mayor

DATE:_____

Company Name:_____

BY:_____

Name(printed):_____

DATE:_____

Exhibit A

AMENDMENT NO. 1 TO OWNER-ENGINEER AGREEMENT

Subject of Amendment: Modification of Services

1. Background Data:

a. Effective Date of OWNER-ENGINEER Agreement: 10/28/2024

b. OWNER: City of Bentonville, Arkansas

c. ENGINEER: Crafton, Tull & Associates, Inc.

d. Project: Spring Creek – Vaughn Gravity Sewer – Lift Station to NACA

2. Nature of Amendment

The scope of services is being modified to include construction administration services to support BWU through construction phase services.

3. Description of Modifications

See Attachments 1 & 2, "Modifications"

OWNER and ENGINEER hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is _____.

OWNER:	ENGINEER:
CITY OF BENTONVILLE, ARKANSAS	CRAFTON, TULL & ASSOCIATES, INC.
By: _____	By: [redacted]
Stephanie Orman	Lucas Jost, P.E.
Title: Mayor	Title: Vice President
Date Signed: _____	Date Signed: 11/25/2025

ATTACHMENT 1

MODIFICATIONS

- Additional Services to be performed by ENGINEER:

  Construction administration services for the construction of the Spring Creek – Vaughn Gravity Sewer project described in detail in Attachment 2 based on the 365 days in the anticipated construction contract.

- Modifications to Payment to ENGINEER:

  - The hourly not-to-exceed contract amount is to be increased by $84,322.

- Summary of Contract Payments:

Original Contract:	$117,500.00
Amendment #1:	$84,322.00
Revised Total:	$201,822.00

ATTACHMENT 2

MODIFICATIONS

Construction Administration Services to be Performed by ENGINEER

The ENGINEER shall provide professional construction administration services for the **Spring Creek – Vaughn Gravity Sewer Project**, including oversight, technical review, coordination, and documentation to assist the OWNER throughout the construction phase. Services include the tasks outlined below:

1. Pre-Construction Meeting Attendance

The ENGINEER shall attend the Pre-Construction Meeting in person to provide technical and administrative support to the OWNER and CONTRACTOR. Services include:

- Preparing and coordinating the meeting agenda with the OWNER and CONTRACTOR, covering:
    - Project sequencing
    - Permitting requirements
    - Submittal and RFI procedures
    - Testing and quality control expectations
    - Safety coordination
    - Communication protocols
- Participating in the meeting to explain design intent, clarify technical requirements, and address contract document questions.
- Assisting in establishing communication and documentation procedures for submittals, RFIs, field reports, and progress meetings.
- Documenting discussions and action items, distributing meeting minutes within 5 business days, and providing follow-up clarifications or written responses as necessary.
- Issue the Notice to Proceed (NTP) upon contract execution, insurance, bond, and other pre-construction requirements.
- Issue the Notice to Proceed (NTP) upon contract execution, insurance, bond, and other pre-construction requirements.

2. Construction Issue Resolution

The ENGINEER shall assist the City during construction by providing engineering support to identify, evaluate, and resolve technical and administrative issues. Services may include:

- **Issue Identification and Evaluation**: Review construction problems, field conditions, or discrepancies reported by the CONTRACTOR, City, or field inspectors.
- **Technical Guidance and Recommendations**: Provide timely engineering judgment for material substitutions, unanticipated field conditions, utility conflicts, design clarifications, or constructability concerns.

- **Change Evaluation Support**: Assist the City in evaluating proposed change orders or claims, including technical input and cost/schedule impact assessments.
- **Site Visits (as required or requested)**: Observe conditions firsthand to verify reported issues and confirm adequacy of proposed corrective actions. Furnish periodic reports to the OWNER on progress and CONTRACTOR compliance with schedules.

3. Material Submittal Review

The ENGINEER shall provide professional engineering expertise to review, evaluate, and address technical and administrative matters related to material submittals. Services include:

- Reviewing samples, catalog data, schedules, shop drawings, laboratory, shop, and mill tests of materials, equipment, and other data submitted by the CONTRACTOR.
- Submittal Log: Develop a log including:
    - Item Name
    - Manufacturer
    - Model Number
    - Date Approved
- Conduct reviews to ensure:
    - General conformance with design intent
    - Compliance with contract document requirements
- Review does not relieve the CONTRACTOR of responsibilities, including:
    - Confirming and correlating dimensions at the job site
    - Implementing safety measures
    - Constructing a complete and workable facility per contract documents

4. Review of Pay Applications

The ENGINEER shall:

- Review payment applications for compliance with submission procedures.
- Evaluate applications relative to the approved schedule of values, work completed, and materials/equipment delivered but not yet incorporated.
- Forward applications to the OWNER with written recommendations and observations.

5. Preparation & Processing of Change Orders

The ENGINEER shall assist the City in preparing and processing Change Orders, including:

- Reviewing CONTRACTOR requests for contract modifications.
- Evaluating the validity, cost, schedule, and scope impacts of proposed changes.
- Preparing and recommending Change Orders for City approval.
- Ensuring proper documentation and coordination among all parties.
- Maintaining records of approved changes for project files.

Additional Construction Administration Support:

- Consult with the OWNER in advance of major tests, inspections, or start of important phases.
- Draft proposed Change Orders, Work Directive Changes, and Field Orders, obtain backup documentation from the CONTRACTOR, and recommend for OWNER approval.

6. Field Inspection and Monitoring Responsibilities

The following scope of services clarifies the field inspection, observation, and monitoring responsibilities of the OWNER, ENGINEER, and CONTRACTOR during construction of the Spring Creek – Vaughn Gravity Sewer Project.

6.1 Site Inspections

OWNER shall perform all standard City inspections per City of Bentonville Sewer Specifications, including:

- Inspection of sanitary sewer manholes and appurtenances during construction.
- End-of-project camera inspection of installed sewer mains and service laterals prior to final acceptance.

OWNER shall coordinate inspection schedules with the ENGINEER and CONTRACTOR to ensure timely review and documentation of results.

• Inspection findings will be provided to the ENGINEER for inclusion in project records and for verification of corrective actions, if required.

6.2 ENGINEER Field Visits and Construction Support

The ENGINEER shall perform monthly site visits during active construction to:

- Observe general construction progress.
- Verify quantities and work completed in support of pay application reviews.
- Confirm field accuracy of installed utilities for as-built preparation.
- Assist in identifying and resolving technical issues observed in the field.

• Following each visit, the ENGINEER shall furnish a brief field report to the OWNER summarizing observations, noted deficiencies, and any recommended actions.

6.3 SWPPP and Daily Site Observation Responsibilities

The ENGINEER shall perform daily SWPPP inspections and on-site construction observations to document compliance with regulatory requirements and general construction conditions.

The CONTRACTOR shall cooperate and provide access and documentation as needed for the ENGINEER's inspections.

The ENGINEER shall review and maintain daily inspection records, communicate any deficiencies promptly to the OWNER and CONTRACTOR, and incorporate findings into project documentation.

7. As-Built Survey & Record Drawings (per Bentonville Sewer Specifications)

The ENGINEER shall prepare As-Built Survey data and Record Drawings per City of Bentonville Sewer Specifications. Services include:

- Verify final horizontal and vertical locations of all installed sanitary sewer facilities, including:
    - Gravity mains
    - Force mains
    - Manholes
    - Service laterals
    - Appurtenances
- Incorporate surveyed information into Record Drawings accurately depicting constructed improvements and deviations from design.
- Submit final Record Drawings in the City-required format and digital file type for review and approval before project closeout.

8. Project Close-Out Assistance

The ENGINEER shall assist the City with project close-out activities, including:

- Prior to issuing the Certificate of Substantial Completion, submit to the CONTRACTOR a list of observed items requiring completion or correction.
- Conduct the final inspection with the OWNER and CONTRACTOR and prepare a final list of items to be completed or corrected.
- Observe that all items on the final list have been addressed and provide recommendations to the OWNER regarding project acceptance.
- Assist in verifying that all contractual, regulatory, and documentation requirements have been satisfied prior to final project closeout.

9. Modifications to Payment

Payment to the ENGINEER may be modified under the following circumstances:

- Scope Changes: Additional services requested by the OWNER beyond the original scope must be agreed upon in writing prior to performance.
- Change in Project Conditions: Unforeseen site conditions or regulatory requirements requiring additional services must be approved by the OWNER.
- Revisions to Schedule: Adjustments affecting ENGINEER staffing or resources may warrant corresponding payment modifications.
- Reimbursable Expenses & Billing Adjustments: As defined in the standard PSA for BWU.

10. Deliverables

The following deliverables are included:

- Periodic Reports
- RFI Records
- Submittal Records
- As-Builts & Record Drawings

Crafton Tull

Spring Creek - Vaughn Sanitary Sewer

Construction Phase Manhour Estimate

	Task/Role	CAD Tech	Project Engineer	Project Manager	Inspector	Survey	Total Cost	
	Hourly Rate	$110	$155	$230	$115	$100		365d/12mo Const. Contract Duration
1	Pre-Con Meeting		2	4	2		$1,460	
2	Engineer Site Visits		40	40			$15,400	1 trip/Month per role
3	Material Submittals		24	8			$5,560	
4	Pay Apps		18	12			$5,550	1.5+1 Hr/Month - w/ Insp. Weekly Reports
5	RFI/Change Orders	40	40	24			$16,120	
6	Observation & SWPPP				520		$59,800	2 hr/day - 5 day/week + Weekly Report
7	As-Built Survey & Drawings	24	8	4		40	$8,800	
8	Project Close Out		8	8			$3,080	
	Total	64	140	100	522	40	**$ 115,770**	Total Construction Phase Estimate
							$ 31,448	Remaing on Design Contract
							$ 84,322	Amendment 1

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

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

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

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AMENDED AGREEMENT WITH CRAFTON, TULL & ASSOCIATES, INC. IN THE AMOUNT OF ONE-HUNDRED FIFTEEN THOUSAND SEVEN-HUNDRED SEVENTY DOLLARS ($115,770.00); AND FOR OTHER PURPOSES.

WHEREAS, The City of Bentonville has entered into an agreement with Crafton Tull & Associates, Inc. dated October 28, 2024.

WHEREAS, it is now necessary to enter into an amended agreement for construction services for the Spring Creek – Vaughn Gravity Sewer Project.

WHEREAS, no budget adjustment is needed.

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

Section 1: The Mayor and City Clerk are authorized to enter into an amended agreement with Crafton, Tull & Associates, Inc. in the amount of One-Hundred Fifteen Thousand Seven-Hundred Seventy Dollars ($115,770.00) for the Spring Creek – Vaughn Gravity Sewer Project which increases the contract total to Two-Hundred One Thousand Eight-Hundred Twenty-Two Dollars ($201,822.00).

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

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

PASSED and APPROVED this _____ day of _____, 2025.

APPROVED:

_____
STEPHANIE ORMAN, MAYOR

ATTEST:

_____
MALORIE MARRS, CITY CLERK

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	12/6/2025	**Submitted By:**	Beau Thompson
Phone:	479-271-3140	**For Department(s):**	Water Utilities- Sewer Rehab
Email:	bthompson@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Resolution Awarding Bid for Spring Creek-Vaughn Gravity Sewer Improvements Construction
Action Recommendation & Justification:	Staff requests council award bid IFB-25-77 to Ground Zero Construction Inc in the amount of $1,818,008.00 for construction of a new 18" and 24" sanitary sewer interceptor for the Spring Creek-Vaughn project. Ground Zero Construction, Inc. was the lowest bid. This is a budgeted item. Utility Board approved 4-0. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	The improvements are designed to increase capacity in the Spring Creek-Vaughn sewer basin consistent with flows designated by Plan Bentonville. The project includes 5,054 linear feet of gravity sewer and the removal of the Vaughn Lift Station. Ground Zero is the lowest bidder and was selected following the city standard solicitation process for bids. No budget adjustment is needed.
Amount for Approval:	**$** 1,818,008.00

Budget Impact

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

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

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

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

Budget Impact Notes for Consideration (Optional):

Crafton Tull
architecture | engineering | surveying

300 North College, Suite 317
Fayetteville, AR 72701
479.455.2207
craftontull.com

November 21, 2025

Beau Thompson
Utilities Department
Bentonville Water Utilities

Re: IFB 25-77: Spring Creek Vaughn Gravity Sewer
Bid Results Concurrence

Mr. Beau Thompson,

Crafton Tull has reviewed the bids received for the Spring Creek to Vaughn Gravity Sewer Project received by the City of Bentonville on November 18th, 2025. Our estimate of probable cost was $2,860,945. There were three bids received:

- Ground Zero Construction, Inc.: $1,818,008.00
- Boyles Construction, Inc.: $2,581,630.00
- Grant Garrett Excavating: $3,330,878.00

We've reviewed the bid of Ground Zero Construction in detail. We do not see any issues with their bid and recommend the City award Ground Zero Construction, Inc. this construction contract.

Should the City have any further questions, please feel free to contact the undersigned.

Respectfully,

[redacted]

Luke Jost, PE
Vice President
Crafton Tull

CITY OF BENTONVILLE, ARKANSAS PURCHASING AND COMPLIANCE DEPARTMENT

FORMAL SEALED BID TABULATION

Spring Creek Vaughn Gravity Sewer

Date of Bid Opening:	11/18/25	Time of Bid Opening:	1:00 PM	IFB-25-77

Bidders:				BOYLES CONSTRUCTION, INC.		GROUND ZERO CONSTRUCTION,INC.		GRANT GARRETT EXCAVATING	
Item #	Description	Unit	Quantity	Unit Cost	Extended Price	Unit Cost	Extended Price	Unit Cost	Extended Price
1	Roadway Construction Control	LS	1	20,000.00	20,000.00	3,000.00	3,000.00	58,101.00	58,101.00
2	Trench and Excavation Safety Systems	LS	1	60,000.00	60,000.00	15,000.00	15,000.00	106,516.00	106,516.00
3	Clearing and Grubbing	LS	1	35,000.00	35,000.00	59,450.00	59,450.00	293,568.00	293,568.00
4	Materials Testing	LS	1	20,000.00	20,000.00	7,500.00	7,500.00	24,012.00	24,012.00
5	Trenching 0'-10' Deep	LF	2730	74.00	202,020.00	40.00	109,200.00	86.00	234,780.00
6	Trenching 10'-15' Deep	LF	523	95.00	49,685.00	50.00	26,150.00	95.00	49,685.00
7	Trenching 15-20' Deep	LF	349	142.00	49,558.00	60.00	20,940.00	178.00	62,122.00
8	Trenching 20-25' Deep	LF	956	250.00	239,000.00	70.00	66,920.00	244.00	233,264.00
9	Trenching 25'-30' Deep	LF	414	480.00	198,720.00	80.00	33,120.00	290.00	120,060.00
10	Rock Excavation	CY	200	200.00	40,000.00	300.00	60,000.00	450.00	90,000.00
11	5' Dia. Sanitary Sewer Manhole, <6' Depth	EA	17	6,960.00	118,320.00	5,800.00	98,600.00	8,861.00	150,637.00
12	5' Dia. DROP Sanitary Sewer Manhole, <6' Depth	EA	1	11,550.00	11,550.00	8,500.00	8,500.00	11,098.00	11,098.00
13	Additional Manhole Depth (5' Dia. Manhole)	VF	117	425.00	49,725.00	325.00	38,025.00	918.00	107,406.00
14	18" PVC (SDR-26) Installation	LF	340	26.00	8,840.00	77.00	26,180.00	17.00	5,780.00
15	18" PVC (SDR-26) Complete-in-Place	LF	2139	73.00	156,147.00	110.00	235,290.00	56.00	119,784.00
16	24" PVC (SDR-26) Complete-in-Place	LF	2576	110.00	283,360.00	130.00	334,880.00	99.00	255,024.00
17	36" Bored Steel Encasement	LF	84	3,150.00	264,600.00	1,100.00	92,400.00	1,630.00	136,920.00
18	Rip-Rap	SY	10	160.00	1,600.00	60.00	600.00	187.00	1,870.00
19	Class 7 Base	CY	1200	90.00	108,000.00	46.00	55,200.00	103.00	123,600.00
20	Remove & Replace Existing Asphalt Pavement	SY	495	165.00	81,675.00	31.00	15,345.00	61.00	30,195.00
21	Remove & Replace Curb and Gutter	LF	152	40.00	6,080.00	29.00	4,408.00	63.00	9,576.00
22	Remove & Replace Concrete Sidewalk	SY	90	75.00	6,750.00	80.00	7,200.00	154.00	13,860.00
23	Remove/Abandon Existing Sanitary Sewer	LS	1	20,000.00	20,000.00	20,200.00	20,200.00	171,468.00	171,468.00
24	Demo/Salvage Existing Lift Station	LS	1	25,000.00	25,000.00	15,000.00	15,000.00	5,017.00	5,017.00
25	Erosion Control	LS	1	25,000.00	25,000.00	26,200.00	26,200.00	94,804.00	94,804.00
26	Traffic Control	LS	1	16,000.00	16,000.00	7,500.00	7,500.00	21,506.00	21,506.00
27	Mobilization	LS	1	105,000.00	105,000.00	31,200.00	31,200.00	71,642.00	71,642.00
28	Bypass Pumping	LS	1	80,000.00	80,000.00	100,000.00	100,000.00	428,583.00	428,583.00
29	Contingency	LS	1	300,000.00	300,000.00	300,000.00	300,000.00	300,000.00	300,000.00
TOTAL OF BID PRICE				$	2,581,630.00	$	1,818,008.00	$	3,330,878.00

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

TABULATION VERIFICATION

[redacted]

Purchasing and Compliance Specialist

[redacted]

Kelsi Frederick
Purchasing and Compliance Manager

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH GROUND ZERO CONSTRUCTION, INC. IN THE AMOUNT OF ONE-MILLION EIGHT-HUNDRED EIGHTEEN THOUSAND EIGHT DOLLARS ($1,818,008.00); AND FOR OTHER PURPOSES.

WHEREAS, Ground Zero Construction, Inc. is the lowest responsive bidder for bid IFB-25-77;

WHEREAS, this contract is for construction of a new 18" and 24" sanitary sewer interceptor for the Spring Creek – Vaughn project.

WHEREAS, No budget adjustment is necessary.

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

Section 1: The Mayor and City Clerk are authorized to enter into a contract with Ground Zero Construction, Inc. in the amount of One-Million Eight-Hundred Eighteen Thousand Eight Dollars ($1,818,008.00) for construction of a new 18" and 24" sanitary sewer interceptor for the Spring Creek – Vaughn 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 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:	12/9/2025	**Submitted By:**	Travis Matlock
Phone:	479-271-5941	**For Department(s):**	Inventory Warehouse
Email:	tmatlock@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Resolution to Award Bid IFB-25-82 for Street Materials (Premix) to Emery Sapp & Sons
Action Recommendation & Justification:	Resolution awarding IFB-25-82 to the lowest bidder. Utility Board approved 4-0. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	Lowest bidders: Emery Sapp & Sons in the amount of $65,000.00
Amount for Approval:	**$** 65,000.00

Budget Impact

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

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

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

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

Budget Impact Notes for Consideration (Optional):

CITY OF BENTONVILLE

1-year Blanket Bid

Street Materials

Bid No. IFB-25-82

YEARLY QUANTITY	UNIT	DESCRIPTION	UNIT PRICE WITH HAUL CHARGE	EXTENSION
15,000	TON	**Our part # 7008** SB2/CLASS 7 BASE **APAC**	$17.50	$262,500.00
8,000	TON	**Our part # 7005** CHAT 3/4" CLASS 67 BEDDING MATERIAL **APAC**	$27.30	$218,400.00
800	TON	**Our part # 7004** B-STONE (LARGE ROCK FOR DRAINAGE) **APAC**	$19.70	$15,760.00
500	TON	**Our part # 7007** PREMIX **EMERY**	$130.00	$65,000.00
		TOTAL BID COST		

APAC: $496,660 Emery: $65,000

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH EMERY SAPP & SONS IN THE AMOUNT OF SIXTY-FIVE THOUSAND DOLLARS ($65,000.00); AND FOR OTHER PURPOSES.

WHEREAS, Emery Sapp & Sons is the lowest responsive bidder for bid IFB-25-82;

WHEREAS, this contract is for the purchase of Street Materials (Premix).

WHEREAS, No budget adjustment is necessary.

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

Section 1: The Mayor and City Clerk are authorized to enter into a contract with Emery Sapp & Sons in the amount of Sixty-Five Thousand Dollars ($65,000.00) for the purchase of Street Materials (Premix).

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:	12/9/2025	**Submitted By:**	Travis Matlock
Phone:	479-271-5941	**For Department(s):**	Inventory Warehouse
Email:	tmatlock@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Resolution to Award Bid IFB-25-82 for Street Materials (Stone) to APAC
Action Recommendation & Justification:	Resolution awarding IFB-25-82 to the lowest bidder. Utility Board approved 4-0. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	Lowest bidders: APAC in the amount of $496,660.00
Amount for Approval:	**$** 496,660.00

Budget Impact

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

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

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

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

Budget Impact Notes for Consideration (Optional):

CITY OF BENTONVILLE

1-year Blanket Bid

Street Materials

Bid No. IFB-25-82

YEARLY QUANTITY	UNIT	DESCRIPTION	UNIT PRICE WITH HAUL CHARGE	EXTENSION
15,000	TON	**Our part # 7008** SB2/CLASS 7 BASE **APAC**	$17.50	$262,500.00
8,000	TON	**Our part # 7005** CHAT 3/4" CLASS 67 BEDDING MATERIAL **APAC**	$27.30	$218,400.00
800	TON	**Our part # 7004** B-STONE (LARGE ROCK FOR DRAINAGE) **APAC**	$19.70	$15,760.00
500	TON	**Our part # 7007** PREMIX **EMERY**	$130.00	$65,000.00
		TOTAL BID COST		

APAC: $496,660 Emery: $65,000

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH APAC FOR STREET MATERIALS (STONE) IN THE AMOUNT OF FOUR-HUNDRED NINETY-SIX THOUSAND SIX-HUNDRED SIXTY DOLLARS ($496,660.00); AND FOR OTHER PURPOSES.

WHEREAS, APAC is the lowest responsive bidder for bid IFB-25-82;

WHEREAS, this contract is for the purchase of Street Materials (Stone).

WHEREAS, No budget adjustment is necessary.

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

Section 1: The Mayor and City Clerk are authorized to enter into a contract with APAC in the amount of Four-Hundred Ninety-Six Thousand Six-Hundred Sixty Dollars ($496,660.00) for the purchase of Street Materials (Stone).

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:	11/25/2025	**Submitted By:**	Jerry Walls
Phone:	479-418-37138	**For Department(s):**	Utility Billing & Collections
Email:	jwalls@bentonvillear.com		

Item Type (Check all that apply)

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

☐ Ordinance ☑ Resolution ☐ Informational

Title, Recommendation & Justification

Title:	Resolution to Award RFP-25-48 for Bill Design and Print to Doxim
Action Recommendation & Justification:	Resolution authorizing the Mayor and City Clerk to enter into an agreement with Doxim for Bill Redesign and Print services as a result of their submission to the City's Request for Proposal (RFP)-25-48 to provide bill design and printing services for the Utility Billing department. Utility Board approved 4-0. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	
Amount for Approval:	**$** Per the unit cost

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):
Costs are all covered via offset under the current budget for office supplies.

BILL DESIGN AND PRINT SERVICES AGREEMENT

THIS AGREEMENT ("AGREEMENT") is made in Benton County, Arkansas, by and between the City of Bentonville, Arkansas, hereinafter referred to as "CITY", and Doxim, hereinafter referred to as "SERVICE PROVIDER" (collectively, the "PARTIES").

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

RECITALS:

A. WHEREAS, the CITY desires to obtain reliable and efficient bill redesign and print/mail services for the City of Bentonville, Arkansas;

B. WHEREAS, the SERVICE PROVIDER is duly qualified and experienced bill redesign and print/mail services for miscellaneous municipal accounts, and has agreed to provide such services to the CITY;

C. WHEREAS, The CITY has awarded the SERVICE PROVIDER this AGREEMENT using the procedures as set forth in Ark. Code Ann. §19-61-506, §14-58-303, and City Ordinance Sec.2-377-Sec.2-378;

D. WHEREAS, the CITY wishes to contract for Bill Design and Print Services;

E. WHEREAS, The SERVICE PROVIDER has the skill, experience, ability, background, certifications, and knowledge to provide bill redesign and print/mail services; and

F. WHEREAS, The SERVICE PROVIDER wishes to perform such Services under this AGREEMENT with the CITY.

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

[This page has been intentionally left blank]

APPENDIX A

RFP-25-48
Service Provider's Master Service Agreement (MSA)

DOXIM MASTER SERVICES AGREEMENT

These master services terms and conditions ("**Master Agreement**") are a contract between the Doxim legal entity listed in Section 13.12 below which is based on Customer location ("**Doxim**", **"we", "us", "our"**) and The City of Bentonville

("**Customer**", "**you**", "**your**"). "**Agreement**" means the Master Agreement, Schedules, SOWs, Change Orders and service level agreements, and any other attachments incorporated into the Master Agreement. The Effective Date of this Master Agreement is December 1, 2025. "**End Users**" means Customer users that access or use the Services and includes consumers. **"Services"** means the Products, Optional Products and Professional Services (each as defined in Section 1.1 below).

1. **Product. Optional Products. Professional Services.**
   1.1. Customer can purchase (i) Products and Optional Products from us using a schedule provided by us ("**Schedule**"), and (ii) Professional Services using a statement of work ("**SOW**"). **"Product"** means the product listed on a Schedule. "**Optional Products**" means any additional products or optional features you purchase that are described in a Schedule. If Optional Products are purchased, Optional Products is included in the definition of Product and governed by the terms and conditions applicable to Products. "**Professional Services**" mean the professional services listed in a SOW. When you use the Services you may also be using Third Party Property (as defined in Section 11.3). Customer's use of Third Party Property is subject to that third party's terms of use.
   1.2. **Change Order.** Any changes to Professional Services that are described in a mutually executed SOW requires a change order signed by both parties which will include the agreed upon changes ("**Change Order**"). Customer acknowledges that such changes may result in additional fees and a change to timelines depending on the changes requested. No changes to the Professional Services described in a SOW will be made until Doxim and Customer agree in writing to the Change Order.
   1.3. **Software.**
   (a) Our Products and Optional Products may include the use of SaaS based software which is hosted by us or a third party hosting provider ("**Software**"). Notwithstanding any other language to the contrary in the Agreement, the Software is not sold to you but instead, if you comply with the terms of the Agreement (including paying us the Fees), Doxim grants you, for the term of the applicable Schedule, a personal, limited, non-exclusive, non-transferable, non-sublicenseable, non-assignable (except as set out in Section 13.3 of the Master Agreement), revocable right to access the Software solely for your internal business use up to the number of authorized users as may be specified in a Schedule and/or SOW. The Software is provided on a subscription basis and therefore the rights described herein apply only for the time period for which you have paid the applicable Fees. Doxim grants no other rights to you except the rights expressly granted herein.
   (b) Customer will not (i) distribute, resell or use the Software for any purpose including without limitation as part of a service bureau or timeshare except as expressly stated in writing in this Master Agreement, a Schedule or SOW; (ii) provide unauthorized access to the Software to any party; or (iii) except as expressly authorized in a Schedule, modify, reproduce, duplicate, reverse engineer, decompile, disassemble or create derivative works of the Software or create any software or service that is similar to or competitive with the Software.
   (c) Any agreements with your End Users applicable to the Services must not be inconsistent with the terms of the Agreement.
   1.4. When you purchase Services, the Agreement governs the Services purchased. You are deemed to have accepted the Agreement when you (i) sign a Schedule and/or SOW, and/or (ii) use the Product or when the Professional Services you purchase begins.

2. **Fees. Payment Terms. Taxes.**
   2.1. Fees for the Services will be listed in the applicable Schedule and SOW ("**Fees**"). Unless different payment terms apply in a Schedule or SOW, you will pay us Fees, by electronic payment/wire transfer, within thirty (30) days of receipt of an invoice from us. You will also reimburse Doxim for reasonable travel and out-of-pocket expenses incurred in providing you with the Services.
   2.2. Customer will provide Doxim with accurate billing contact information and provide updates if that information changes.
   2.3. **Increases and Adjustments.** Unless otherwise stated in a Schedule, at any time after each twelve (12) month period during the Term, we may increase the Fees once in each twelve (12) month period by no more than 3% higher than applicable national Consumer Price Index applicable to Canada, for Customers in Canada or in the United

States, for Customers in the United States. Such increases will take effect in January of each calendar year, regardless of the Effective Date of this Agreement, unless we advise otherwise. We will provide you with at least thirty (30) days prior written notice of any increase in the Fees in respect of CPI. Furthermore, in respect of materials used by us in connection with the Services (including, without limitation, paper and envelopes), the Fees shall be subject to increases from time to time based on then current market rates.

2.4. **Taxes.** The Fees exclude applicable taxes. The invoice you receive will include the applicable sales, use, excise, value-added or similar sales taxes or assessments imposed by a governmental authority for the Services you purchase from us and you will pay us those taxes along with the Fees. We will remit those taxes to the appropriate taxing authority. You will not be charged taxes based upon Doxim's income. If you are tax exempt and are not required to pay the taxes described in this section, you must provide us with a valid tax exemption certificate. If we are required to pay withholding taxes for the Professional Services, we reserve the right to gross up the Fees to reflect those withholding taxes.

2.5. **Interest**. Interest will begin to accrue on unpaid invoices on the thirty-first (31st) day after the date of each invoice at the rate of 2% per month (24% per year) until paid in full.

2.6. **Fee Disputes.**

(a) Fees reasonably disputed by you (along with late fees attributable to such amounts) shall not be due and payable provided you (i) pay all undisputed Fees on or before the date specified in the invoice, (ii) no later than thirty (30) days after the date of the applicable invoice in dispute you provide Doxim a written statement setting out reasonable details of the dispute including without limitation any billing discrepancies together with appropriate supporting documentation; and (iii) negotiate in good faith with Doxim for the purpose of resolving such dispute within thirty (30) days of submitting the written statement referred to above.

(b) If a dispute is resolved in our favor, you agree to pay us the disputed Fees together with any applicable late fees within five (5) days of resolution of the dispute (or such other timeframe Doxim's Finance Dept. may authorize in writing). If a Dispute is resolved in your favor, Doxim will provide you with a credit for the disputed Fees together with any late fees invoiced.

2.7. **Suspension**. If you do not pay an invoice by the due date (excluding invoices in dispute), after the thirty first (31st) day of an invoice due date Doxim may suspend your access to and use of the Services, including but not limited to the Service Levels (the "**Suspension Period**") until you pay the applicable outstanding amounts. In the event of a suspension of Services, the Term shall, subject to any right of termination contained in the Agreement, be extended by an amount of time equal to that of the Suspension Period. You are responsible for reimbursing Doxim for any reasonable collection expenses incurred by Doxim in collecting overdue amounts.

3. Support Services. Service Levels. Changes.

3.1. We provide the support services and service levels ("**Service Levels**") in the attached Support Services and Service Level Exhibit ("**Exhibit 1**").

3.2. **Changes**. We have the right, without cost or penalty of any kind, to discontinue, modify or place limits on the Services at any time and will provide you with at least two (2) months' prior written notice of such change. We will provide you with a pro-rated refund for any prepaid Fees paid to Doxim for discontinued Services as of the effective date of the discontinuance. If a change materially diminishes the functionality of the Services you purchase, Doxim will contact you in writing and you will have the option to terminate the product schedule that applies to the material change if that change materially diminishes the Doxim Service. Notwithstanding any other term to the contrary in the Agreement, the aforementioned is Doxim's sole liability to you under this section.

4. **Customer Responsibilities**.

4.1. You shall:

(a) develop your own document and data retention and disposition policies and procedures. You must use the online controls offered by Doxim if you wish to delete Customer PI stored in the production environment of the Services. **"Customer PI"** means personal information that you provide to Doxim that is considered personal information pursuant to the following applicable U.S. and Canadian laws, depending on the jurisdiction applicable to Customer PI and each party's obligations: Gramm-Leach-Bliley and PIPEDA. If you are providing Customer PI that is considered personal information under any other laws including without limitation HIPPA, please notify Doxim in advance of executing this Agreement to assess any additional Customer requirements not provided by the Services. Except as expressly set out in Section 7.4 (Deletion of Data) below or if required for business purposes (such as, by example only, responding to a complaint) or by law, Doxim will not delete or destroy any Customer PI stored in

the Services without your prior written consent, which consent may be communicated to Doxim (i) using the online controls offered by Doxim, in which case Doxim will securely delete copies of the Customer PI stored in Doxim's non-production environments within ninety (90) days thereafter, or (ii) in writing, in which case Doxim will securely delete all copies of the Customer PI within sixty (60) days after Doxim's receipt of your written deletion request;

(b) be responsible for the accuracy, quality, integrity and legality of Customer PI and of the means by which you acquire such Customer PI;

(c) make timely decisions with respect to your obligations in the Agreement;

(d) obtain the lawfully required End User informed consents for Doxim to provide the Services to your End Users including, without limitation, consents required by applicable privacy laws and anti-spam laws such as the U.S. CAN-Spam Act and Gramm-Leach-Blilely Act and Canada's PIPEDA and CASL legislation;

(e) be responsible for authentication of authorized individuals that access the Services and for maintaining the security and confidentiality of all passwords. Customer acknowledges and agrees that Customer is entirely responsible for all activities that occur under Customer's account;

(f) provide Doxim with all required information, materials, access to personnel and assistance in a timely manner in order for Doxim to provide Customer with the Services and to provide the Services in accordance with any applicable service levels;

(g) provide Doxim with up to date contact information should Doxim need to contact Customer during or after business hours; and

(h) comply with applicable laws and industry codes, policies and practices that apply to Customer's obligations in the Agreement.

4.2. Customer acknowledges and agrees that Doxim does not monitor or police the content Customer provides or transmits through the Services and that Customer is responsible for all such content. If Customer intends on providing Customer PI that is subject to additional laws other than Gramm-Leach-Bliley and PIPEDA, prior to executing the Agreement, Customer will notify Doxim in writing so the parties can assess Customer's requirements.

4.3. Customer grants Doxim a non-exclusive, sub-licensable, assignable, royalty free license to use the Customer Property, equipment and other Customer materials solely for the purpose of performing Doxim's rights under the Agreement.

4.4. Customer acknowledges and agrees that in the course of providing the Services, Doxim may transfer, process, use and store Customer PI and other Customer Property in the United States or Canada and that Customer has obtained all required consents or given all required notices to authorize the transfer, processing, use and storage of Customer PI in these locations.

5. Term and Termination.

5.1. **Term**. Unless terminated earlier as provided in Section 6.2 below, the initial term and any applicable renewal term of a Schedule and SOW will as set out therein. Unless terminated earlier as provided in Section 6.2 below, the term of this Master Agreement, the term of this Master, the Master Agreement will not terminate until the date of expiration or termination of the last applicable Schedule or SOW.

5.2. **Termination.** Notwithstanding anything to the contrary contained in the Master Agreement, a Schedule or a SOW, Doxim or Customer may, in addition to any other rights and remedies Doxim or Customer may have at law or in equity, immediately terminate a Schedule or SOW and the Master Agreement if:

(a) a party to the Agreement breaches any material obligation and such breaching party has not cured the breach within thirty (30) days after receiving written notice of the breach from the non-breaching party; or

(b) the non-terminating party is adjudged as bankrupt, makes a general assignment for the benefit of its creditors, a receiver is appointed on account of such party's insolvency, or any provision of applicable bankruptcy or insolvency law is invoked by or against such party.

In the event that the Customer has not provided a request for Services for a period of three (3) months or longer, Doxim may, within its sole discretion, consider the Agreement, including any underlying SOW and/or Schedule, terminated. In such circumstances, Customer shall be required, upon notice from Doxim to pay an early termination fee where such fee shall be the amount determined based on the average of the monthly invoices (prior to all issued credits, discounts and rebates) for each Service received by Customer and/or an Customer affiliate during the 6-month period preceding the effective date of such termination (or if no monthly invoice has been received, the estimated monthly billing for each Service to be received hereunder) multiplied by the remaining months of the Term).

5.3. **Suspension Period.** In addition at any time during the Suspension Period Doxim may terminate this Agreement upon thirty (30) days prior written notice to Customer.

5.4. Notwithstanding Section 6.2, Doxim will not be considered in breach of the Agreement if Service Levels are not met. Customer is provided the exclusive remedies described in Exhibit 1 if Service Levels are not met.

6. Privacy. Security.

6.1. Doxim implements reasonable, technical, physical and administrative measures for the security, confidentiality and integrity of Customer Confidential Information. Once in each twelve (12) month period during the Term of the Agreement, you may request in writing a copy of our SOC 1 and SOC 2 reports (or equivalent report). If you require additional risk assessment services (including responding to your vendor questionnaire), Doxim will review your request and notify you in writing if such additional services are subject to additional fees.

6.2. Customer acknowledges and agrees that although Doxim will endeavor to create a secure and reliable system for Customer and its End Users, the confidentiality of any communication or material transmitted to and from the Services via the Internet or other telecommunication means cannot be fully guaranteed by Doxim. Doxim shall not be liable for any breach in the security of information transmittal via the Internet or other telecommunications means when Doxim has acted in accordance with this Agreement and has otherwise put into place the necessary security measures to protect Customer PI.

6.3. Customer PI is and will remain under the custody and control of Customer even if Doxim temporarily has access to Customer PI. Customer will at all times retain control over the access, use, disclosure, retention, destruction and integrity of Customer PI. Doxim will provide Customer with a copy of all Customer PI that is in Doxim's possession or control within twenty (20) business days of Customer's written request.

6.4. **Deletion of Data**. Upon expiration or termination of a Schedule or SOW Doxim will notify Customer in writing that Customer has sixty (60) days from the date of such written notice ("**Data Access Date**") to retrieve all Customer PI stored by Doxim. Customer acknowledges that, unless legally restricted or required for business purposes, Doxim will permanently and securely delete and destroy all Customer PI sixty (60) days after the Data Access Date.

6.5. Customer acknowledges that the Services provided by Doxim as a vendor are in compliance with Gramm-Leach-Bliley in the U.S. and PIPEDA privacy laws as applicable to the Services. Since Doxim has several obligations under applicable U.S. and Canadian privacy laws, Customer acknowledges that Doxim requires reasonable time to investigate a potential breach to understand if it involves Customer PI and to gather other important details. If there is a potential or actual data breach, Doxim will promptly notify Customer of same (which shall be no later than five (5) business days after a potential or actual data breach) and which will include steps Doxim is taking to resolve or address the actual or alleged breach. Doxim will provide follow up information to Customer as soon as possible thereafter which will provide any missing information and updates to information already provided to Customer. A final written incident report will be provided to Customer once the investigation of the incident has concluded. Doxim agrees to reasonably assist Customer in investigating, responding to and taking risk mitigation measures if Customer PI is involved.

6.6. **Claims.** Unless otherwise required by law, if Doxim receives a claim or complaint regarding Customer PI, or a request for access to or correction of Customer PI (collectively "**PI Issue**") then Doxim will promptly: (i) advise the person to notify the Customer's privacy officer (or other contact person as instructed by Customer); and (ii) cooperate with and reasonably assist Customer regarding the PI Issue.

6.7. Our privacy policy (which is incorporated herein by reference) https://www.doxim.com/privacy-policy/ explains how we treat your personal information and protect your privacy. By using our Services, you agree we can use your data as described herein and in our privacy policy.

7. <u>Warranties, Liability and Indemnity.</u>

7.1. **Warranty**. EXCEPT AS EXPRESSLY STATED IN THE MASTER AGREEMENT, (A) NEITHER DOXIM NOR ANY OF ITS THIRD PARTY PROVIDERS OR SUBCONTRACTORS GUARANTEES THE AVAILABILITY, ACCURACY, COMPLETENESS, RELIABILITY, OR TIMELINESS OF ANY SERVICES. TO THE EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS EXPRESSLY STATED IN THESE MASTER TERMS, DOXIM AND ITS THIRD PARTY PROVIDERS AND SUBCONTRACTORS MAKE NO WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER EXPRESSLY ACKNOWLEDGES THAT ALTHOUGH DOXIM AND ITS THIRD PARTY

PROVIDERS USE COMMERCIALLY REASONABLE EFFORTS TO PROVIDE UNINTERRUPTED USE, PROTECTION OF CUSTOMER DATA AND TO SECURE THE SOFTWARE, DOXIM AND ITS THIRD PARTY PROVIDERS DO NOT PROVIDE OR GUARANTEE ABSOLUTE SECURITY OR UNINTERRUPTED USE. NO ADVICE, STATEMENT OR INFORMATION GIVEN BY DOXIM, ITS AFFILIATES, CONTRACTORS OR AGENTS SHALL CREATE OR CHANGE ANY WARRANTY PROVIDED HEREIN.

7.2. **Limitation of Liability**.

(a) The liability of Doxim and Customer will in all circumstances be limited to direct damages and in no event will either party have any liability to the other, whatsoever, for any special, consequential, indirect, incidental, exemplary or punitive damages of any kind arising out of the Agreement, lost profits, lost or damaged data, product liability, failure to realize expected savings, cost of procurement of substitute goods or services and loss of business, even if such party has been advised of the possibility of such damages, whether in contract or tort or based upon any other legal or equitable theory.

(b) Notwithstanding anything to the contrary contained in an Agreement, and to the fullest extent permitted by applicable law, in no event will Doxim's liability to Customer, or to that of its directors, officers, employees or users of the Services, or to any third parties exceed the Fees actually paid to Doxim within the six (6) month period immediately preceding the date on which the cause of action arose. Without limiting the aforementioned, Doxim is not responsible for Customer Property or Third Party Property used as part of the Services.

(c) **Service Levels**. Customer acknowledges and agrees that Sections 8.2(a) and 8.2(b) do not apply to Service Levels and that Customer's sole and exclusive remedy for Doxim's failure to provide any Services in accordance with the applicable Service Levels is described in Exhibit 1 attached.

(d) Customer acknowledges and agrees that it is solely responsible for discharging all reporting and notification requirements relating to a data breach involving Customer PI, unless Doxim is otherwise required by applicable privacy laws to directly undertake notification or reporting obligations.

8. **Indemnity**.

8.1. **By Doxim**. Subject to Section 8.2, Doxim will defend, indemnify and hold Customer harmless from and against any third party liabilities, costs and expenses resulting from claims, demands, lawsuits, proceedings and investigations (collectively "**Claims**") alleging that the Services infringe or misappropriate a third party's intellectual property rights in the U.S. or Canada. Doxim is not obligated to provide the aforementioned indemnity if the Claim is based on or related to (1) Customer's modification to the Services without Doxim's prior written approval; (2) combining the Services with other materials or services where such Claim would not have resulted but for such combination, (3) using the Services with materials, software or equipment not provided by Doxim, and (4) Customer Property or Third Party Property.

8.2. **Indemnity Process**. To be indemnified pursuant to Sections 9.1 and 9.2 above, the party seeking indemnification must (i) promptly notify the indemnifying party in writing about the Claim provided that failure or delay or alleged delay in providing such prompt notice shall not adversely affect the indemnified party's right to indemnification hereunder unless and then only to the extent that such failure or delay or alleged delay has resulted in actual prejudice to the indemnifying party, including, without limitation, by the expiration of a statute of limitations, (ii) reasonably cooperate with the indemnifying party, at the indemnifying party's expense, (iii) give the indemnifying party sole control of the defense and settlement of the Claim, provided that the indemnifying party may not settle any Claim without the indemnified party's prior written consent unless the settlement releases the indemnified party from all liabilities and such settlement does not place any obligation on the indemnified party, including without limitation, an obligation to change its business practice.

8.3. NO PARTY TO THE AGREEMENT SHALL BE ENTITLED TO ANY FORM OF IMPLIED OR EQUITABLE INDEMNIFICATION AT ANY TIME, WHETHER BASED ON A THEORY OF CONTRACT, TORTS (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND ANY RIGHT THERETO IS HEREBY IRREVOCABLY WAIVED AND DISCLAIMED BY EACH OF THE PARTIES.

8.4. THIS SECTION 9 SETS FORTH THE COMPLETE LIABILITY OF THE PARTIES WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.

9. **Representations and Warranties**.

9.1. **By Doxim**. Doxim represents and warrants:

(a) it owns or has obtained the applicable rights and licenses to the Intellectual Property Rights used to provide the Services;

(b) it is a corporation in good standing under the laws of its jurisdiction of incorporation; and

(c) the Services Doxim provides will be provided in accordance with industry standards and will comply w ith applicable federal, provincial and state laws.

10. **Ownership.**

10.1. **By Doxim.** Doxim owns all right, title and interest in the Doxim Property, including without limitation, all Intellectual Property Rights therein. "**Intellectual Property Right(s)**" means all right, title and interest to intellectual property rights recognized in any jurisdiction, including without limitation patents, inventions, trade and service marks, trade names, domain names, rights in designs, copyrights, mask work rights, trade secrets, confidential information, moral rights, and rights in databases, in all cases whether or not registered or able to be registered in any particular jurisdiction in the world, and including without limitation any extension or renewal of the terms of such rights, registrations and applications for registration of any such rights that may subsist anywhere in the world. "**Doxim Property"** means the Products (including the Software), Optional Products, Doxim Confidential Information and all Doxim and its third party licensor and supplier materials, equipment, strategies, content, hardware, tools, methodologies, data, databases, content, format of content, systems, technology and software (but excluding Third Party Property). Unless expressly provided otherwise in the Agreement, nothing in the Agreement contemplates, constitutes or creates a transfer or license of any Doxim Property or Third Party Property to Customer.

10.2. **By Customer.** Customer owns all right, title and interest in and to the Customer Property, including without limitation all Intellectual Property Rights therein. "**Customer Property"** means Customer PI, Customer Confidential Information and all Customer and its third party licensor and supplier provided materials, equipment, strategies, content, hardware, tools, methodologies, data, databases, content, format of content, systems, technology, software and End User information.

10.3. **Third Party Property.** The provider of the Third Party Property retains ownership of all right, title and interest in and to the Third Party Property including without limitation all related Intellectual Property Rights therein. "**Third Party Property**" means products, hardware, software, content and services provided by a third party provider and which are included or offered as part of the Services.

10.4. Customer shall not dispose of, share with a third party or suffer a lien or encumbrance upon the Doxim Property or Third Party Property. Customer further agrees it will not (i) modify any part of the Doxim Property or Third Party Property, (ii) remove any proprietary notices, labels or marks from the Doxim Property or Third Party Property, (iii) authorize or acquiesce in the use of the Doxim Property or Third Party Property by persons other than Customer as expressly stated in the Agreement, and (iv) copy the Doxim Property or Third Party Property or any accompanying documentation except as expressly authorized in writing.

10.5. Doxim shall not dispose of or suffer a lien or encumbrance upon the Customer Property. Doxim further agrees it will not, except as required to provide the Services as described in the Agreement, (i) modify any part of the Customer Property, (ii) remove any proprietary notices, labels or marks from the Customer Property, and (iii) copy the Customer Property or any accompanying documentation.

10.6. Customer grants Doxim a non-exclusive, non-transferable, sub-licensable, licence to copy and use the Customer Property so Doxim can fulfill its obligations to Customer described in the Agreement.

10.7. We may use the data provided through our Services to improve our services and for other standard business purposes but will only use such data in an aggregate and anonymous manner that does not identify Customer, Customer PI and any End User.

11. **Confidentiality.**

11.1. By virtue of the Agreement, each party (the "**Disclosing Party**") may provide the other party (the "**Receiving Party**") with or the Receiving Party may otherwise access or become aware of proprietary or Confidential Information relating to the Disclosing Party or its affiliates, suppliers and clients (including without limitation the identity of such clients). During the Term and at any time after the expiration or termination of the Agreement, the Receiving Party will keep in strict confidence all Confidential Information of the Disclosing Party. **"Confidential Information"** means information, materials or data obtained, shared, accessed, disclosed, used or acquired in connection with the Agreement that is marked as confidential or which by its nature ought to be in good faith considered confidential and proprietary to the Disclosing Party, including without limitation, strategies, financial information, product information, employee information, customer and client information, pricing, trade secrets, Customer Property, Doxim Property, the

Master Agreement, Schedules, SOWs and Exhibit 1. The Confidential Information will be used for no purpose other than for the Receiving Party to exercise its rights and fulfil its obligations under the Agreement.

11.2. Nothing in this Section 12 shall restrict the Receiving Party from disclosing Confidential Information of the Disclosing Party (1) if disclosed to its affiliates, lawyers, accountants, auditors, managers, representatives, contractors, employees and consultants who have a need to know the Confidential Information in order to fulfill the party's obligations in the Agreement (collectively, the "**Representatives**"), provided that, prior to the Receiving Party disclosing Confidential Information to its Representatives (i) such Representatives are informed by the Receiving Party of the confidential nature of the Confidential Information and the obligations in this Agreement, and (ii) such Representatives are subject to written confidentiality obligations similar to the confidentiality obligations set out in the Agreement, and in all instances each party will be responsible for its Representatives' compliance with the foregoing, or (2) to the extent required by applicable law, including without limitation requests by a regulatory or administrative authority, provided the Receiving Party provides prior written notice to the Disclosing Party to the extent practicable and permitted by law.

11.3. The Receiving Party will (i) protect the Confidential Information of the Disclosing Party from unauthorized access, use or disclosure, (ii) use at least the same degree of care it uses to protect its own Confidential Information of a like nature; and (iii) access, use and reproduce the Confidential Information of the Disclosing Party only as permitted under the Agreement.

11.4. Confidential Information excludes information which: (a) is rightfully in the Receiving Party's possession without breach of this Section 12; (b) is or becomes generally available to the public other than as a result of a violation of this Section 12; (c) is lawfully received by the Receiving Party from a third party that the Receiving Party knows is not prohibited or limited from disclosing such information; or (d) is independently developed by the Receiving Party or its Representatives without any use of or reference to the Confidential Information.

11.5. **Injunctive Relief**. The parties agree that breach or threatened breach of this Section 12 by a party or its Representatives may cause immediate and irreparable injury to the other party and that, in the event of such breach or threatened breach, the injured party will be entitled to seek injunctive relief as well as any other legal remedies available without being required to post any bond or to prove any actual damages or other similar requirement required to seek injunctive relief.

11.6. **Disclosure Required By Law**. Notwithstanding anything to the contrary in the Agreement, Doxim may disclose all or part of Customer Property if required by law. Unless prohibited by law, Doxim will provide Customer reasonable notice and an opportunity to challenge such disclosure.

12. <u>General.</u>

12.1. **Customer References**. Customer grants Doxim a non-exclusive, non-sublicenseable, royalty free, worldwide licence to use Customer's trademarks, service marks, trade names, logos, or other commercial or product designations (collectively the "**Marks**") only for the purpose of marketing and promoting Doxim's services. Customer may terminate Doxim's right to use the Marks, in whole or in part, upon written notice to Doxim.

12.2. **Severability and No Waiver**. If any provision of the Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated. The parties agree to replace any invalid provision with a valid provision that most closely approximates the spirit and intent of the invalid provision. The waiver by either party of a breach of any provision of an Agreement will not operate or be interpreted as a waiver of any other or subsequent breach.

12.3. **Assignment**. Except for the right to receive payment and except as provided in Section 5 above, neither party may assign nor delegate the Agreement, whether by operation of law or otherwise, without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed, provided however, either party may assign the Agreement without the other party's consent if such assignment is to a parent or affiliate, to a successor in interest to substantially all of the business of that party to which an Agreement relates or as part of a corporate reorganization. An assignee of either party authorized hereunder shall be bound by all the terms of an Agreement and shall have all of the rights and obligations of the assigning party set forth therein. The provisions contained herein are for the sole benefit of the parties hereto.

12.4. **Independent Contractors**. The parties to the Agreement are independent contractors and no agency, partnership, joint venture or employment relationship is intended or created. Except as expressly stated in an Agreement, neither party shall have the power to obligate or bind the other.

12.5. **Governing Law, Jurisdiction and Venue**.

(a) **United States**. If the Customer is a U.S. entity or individual and this Agreement is entered into with Doxim Inc., the Agreement shall be construed pursuant to the laws of the State of Arkansas, United States without regard to conflict of law principles or choice of law doctrine. Any action or proceeding will be brought exclusively in the courts located in Arkansas.

(b) **Canada**. If the Customer is a Canadian entity or individual and this Agreement is entered into with Doxim Solutions ULC, the Agreement shall be construed pursuant to the laws of the Province of Ontario, Canada without regard to conflict of law principles or choice of law doctrine. Any action or proceeding will be brought exclusively in the courts located in Toronto, Canada.

(c) The United Nations Convention for the International Sale of Goods does not apply to the Agreement.

12.6. **Notices**. Notices shall be in writing and will be deemed delivered on the day it is personally served, when received by successful transmission via facsimile, or on the date delivered if sent via certified or registered mail to the following addresses (or to such other addresses given in writing by either party to the other).

If to Customer: at the address in the Schedule or SOW.

If to Doxim Inc. at: 2200 Production Drive, Indianapolis IN, 46241 United States
Attention: Legal Department
With a copy to: legal@doxim.com

If to Doxim Solutions ULC at: 1160 – 2375 Fremont Street, Port Coquitlam, BC Canada V3B 0N9
Attention: Legal Department
With a copy to: legal@doxim.com

12.7. **Counterparts**. Each Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be taken together and deemed to be one instrument.

12.8. **Force Majeure**. Neither party is liable for any delay or failure to perform any obligation under an Agreement where the delay or failure results from a Force Majeure. "**Force Majeure**" is a cause of action beyond the party's reasonable control including catastrophic events, wars, terrorism, utilities or telecommunications failure, strikes or other labor disputes, accidents, fires, weather conditions materially preventing or impairing work, equipment or machinery failure, delays in transportation, civil commotion, sabotage, interruption by government, court orders, and material changes in applicable legislation and regulations. Notwithstanding any other provision of an Agreement, if a party is wholly or partly unable to perform material elements of its obligations hereunder, that party shall be relieved of those obligations to the extent, and for the period, that it is affected by Force Majeure provided the affected party gives the other party prompt written notice of such inability. The party affected by Force Majeure shall use all reasonable efforts to remedy the situation and remove the cause of its inability to perform, in a timely manner, provided that there shall be no obligation on a party so affected to settle labor disputes or to test or to refrain from testing the validity of any order, regulation or law in any court having jurisdiction.

12.9. **Non-Solicitation**. Both Doxim and Customer agree that during the Term and for a period of one (1) year following the expiration or termination of an Agreement, neither party shall, directly or indirectly, hire or offer to hire or entice away or in any other manner persuade or attempt to persuade any officer, employee, or agent of the other party to discontinue his or her or its relationship with that other party. The foregoing prohibition does not apply to Doxim or Customer advertising positions in the normal course of its business or where the employee contacts the hiring party on his or her own initiative, provided, in both instances, the hiring party does not induce the employee to apply for the position or leave its employ.

12.10. **Survival**. The following sections shall survive the expiration or termination of the Master Agreement, regardless of the reasons for its expiration or termination, in addition to any other provision which by law or by its nature should survive: Sections 2.1, 2.4, 2.5, 2.6, 6.5, 7.2, 7.4, 8, 9, 11, 12 and 13.

12.11. **Entire Agreement**. The Agreement, and any documents referenced in the Agreement, constitute the complete agreement between Doxim and Customer with respect to the subject matter hereof and supersedes any prior agreements or understandings. This Agreement may only be amended by a document that references this Agreement and that is signed by both the Customer and Doxim.

12.12. If you are located in the United States, then you are contracting with Doxim Inc. with a registered office at 200 Bellevue Parkway, Suite 210, Wilmington DE, 19809 United States. If you are located in Canada, then you are contracting with Doxim Solutions ULC with an office at 1380 Rodick Road, Suite102, Markham, ON, Canada L3R 4G5.

By signing below Customer and Doxim agree to the terms and conditions in this Master Agreement and acknowledge they have the authority to bind their respective companies.

Doxim	**Customer: The City of Bentonville**
Signature:	Signature:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:

Exhibit 1
Support Services and Service Level Agreement

This Exhibit 1 "Support Services and Service Level Agreement" ("**Exhibit 1**") is incorporated into and governed by the attached Master Services Agreement. Capitalized terms and definitions used in this Exhibit 1 but not defined herein will have the meanings described in the Master Agreement and applicable Schedule and SOW.

1. Definitions

(a) **"Business Day"** means a 24-hour day other than Saturday, Sunday or statutory holiday.

(b) "**Business Hours**" means (i) 8am – 6pm EST for the U.S., and (ii) 8:00 a.m. to 8:00 p.m. EST for Canada.

2. Support Services

(a) Definitions:

(i) "**Recovery Time**" means the time by which Doxim implements a Workaround for an incident.

(ii) "**Response Time**" means the time by which Doxim notifies one of Customer's support contacts that Doxim has assigned the incident reported by Customer to Doxim's customer support team for assessment and resolution.

(iii) "**Solution**" means a final solution to resolve an incident which causes the Services to conform to and operate in accordance with the descriptions and specifications set out in an Agreement by providing the same level of functionality and results that occurred immediately prior to the incident. If an incident resulted in corruption of a database then the Solution means Doxim's correction and reconstruction of the database (and all related data) to the initial database structure in place immediately prior to the incident.

(iv) "**Tier 1 Support**" means the initial triaging of an incident reported to the Customer by their users of the Services.

(v) "**Tier 2 Support**" means Doxim's assessment, investigation and diagnosis of an incident reported by Customer using the reporting process identified in this Exhibit 1 so Doxim can implement Workarounds and Solutions.

(vi) **"Workaround"** means a practical, temporary solution to an incident reported by Customer using the reporting process identified in this Exhibit 1 that causes the Services to substantially conform to, and to function, operate, perform and generate results in accordance with, the requirements and specifications set out in an Agreement with substantially the same level of functionality, operation, performance and results as immediately before the occurrence of the incident.

(b) ***Responsibilities.*** Throughout the Term:

(i) Customer will provide Tier 1 Support as further described in Section 2(d) below.
(ii) Doxim will provide Customer with Tier 2 Support as described in this Exhibit 1.

(c) ***Hours of Availability***: Tier 2 Support is available during Business Hours.

(d) ***Customer Tier 1 Support Responsibilities***: Customer will be the initial point of contact for any support inquiries related to the Services. Before escalating an issue to Doxim for Tier 2 Support, Customer will engage with the individual inquiring about the Services and will use Customer's administrative access to the Services to attempt to resolve the issue. If Customer is not able to resolve the issue using Customer's administrative access to the Services, then Customer can report the issue to Doxim to receive Tier 2 Support.

(e) ***Tier 2 Support Procedure***: In order to receive Tier 2 Support, Customer must report all incidents to Doxim using the contact information in Table 3.

(f) ***Assistance by Customer***: If Customer reports an incident to Doxim for Tier 2 Support, Customer will reasonably assist Doxim in order for Doxim to properly diagnose and resolve the incident. At a minimum, Customer must provide the following information and any additional information reasonably requested by Doxim: a detailed description of the issue, a description of the efforts made by Customer to resolve the issue and the results of those efforts.

(g) ***Responding to Incidents***:

All Tier 2 Support incidents submitted to Doxim using the process described in this Exhibit 1 will generate an incident number. Doxim will acknowledge and respond to each reported incident in accordance with the applicable Response Times set out in Table 2 below and will thereafter, as promptly as possible in the circumstances, perform all work required to verify, assess, and resolve reported incidents. Doxim will use reasonable efforts to provide updates to Customer for P1 and P2 incidents not less than every two hours following the initial response or within a different timeline for updates that Doxim agrees upon in writing.

(h) ***Tracking/Reporting***:

(i) **Incident Number**: The incident number must be referred to by both parties in all communications.

(ii) **Incident Handling System**: Doxim will log and track information regarding all Tier 2 Support incidents using Doxim's electronic issue handling system which will include the date and time for each of the following: (i) when a Tier 2 Support request is received by Doxim; (ii) when Doxim provides the requested Tier 2 Support for the incident; and (iii) the names of Customer's representatives involved in each communication. Doxim will promptly update the information in the electronic issue handling system on an ongoing basis to reflect the progress of work.

(iii) **Monitoring / Reporting**: Support incidents are reviewed during Doxim's regular monthly managers meeting. The incidents are discussed and key points / challenges are highlighted and used, as appropriate, to address internal issues applicable to the incident reported.

(iv) Within a commercially reasonable timeframe after Customer's written request, Doxim will provide Customer with information regarding the progress of Doxim's work to resolve an incident, including the current status of the incident, details of the work to date to resolve the incident, details of planned work to resolve the incident and the estimated time to resolve the incident.

(i) ***Workarounds***: When Doxim implements a Workaround for an incident, Doxim may request written confirmation from Customer that the Workaround is satisfactory and effective. Customer agrees it will promptly respond to Doxim's confirmation request.

(j) ***Solutions***: Doxim will use commercially reasonable efforts to implement a Solution for each incident as soon as reasonably possible. When Doxim implements a Solution for an incident, Doxim may request written confirmation from Customer that the Solution is satisfactory and effective. Customer will promptly respond to Doxim's confirmation request.

(k) ***Priority Levels***: Each incident will be assigned a Priority Level by Doxim in order to establish the urgency and appropriate level of response, based upon the criteria below in Table 1. Upon written request by Customer from time to time and provided such requests are reasonable, Doxim will reassess the Priority Level assigned to such incident and if Doxim determines the Priority Level of an incident should be changed Doxim will change the Priority Level using the information provided by Customer. If Customer disagrees with the Priority Level of an incident, then the Priority Level specified by Doxim will apply and govern until Doxim implements a Workaround for the incident.

Table 1 – Incident Priority Levels

Priority Level	Description
P1	An incident that: (1) causes important functionality, operation, performance or results of the Service to be inoperative or unstable, or causes the Service to yield flawed results/output; (2) impairs the security or integrity of the Service or of any data stored in the Service or presents a risk of a security or privacy breach (including unauthorized access to or disclosure of data stored in the Service); or (3) is reasonably expected to be likely to do any of the above in the immediate future.
P2	An incident that is not Priority Level P1, but nevertheless degrades or impairs (other than in an inconsequential, temporary and non-recurring manner) an important functionality, operation, performance or results of the Service or is reasonably expected to be likely to do so in the near future.
P3	Any incident that is not Priority Level P1 or P2 but is not merely cosmetic or trivial. The following are examples of possible P3 priority level incidents: (a) isolated instances in which an individual member's eStatement is not available or accessible by the member or

	Customer's staff: or (b) isolated instances in which the Solution is temporarily inaccessible for a short period by an individual member of Customer's staff.
P4	Any incident that is not Priority Level P1, P2 or P3

Table 2 – Support Response SLA	
Priority Level	Response Time
P1	2 Business Hours
P2	4 Business Hours
P3	6 Business Hours
P4	Next Business Day

Table 3 – Doxim Contact Details for Support Services		
	Canada	**United States**
Email contact and Web submission	support@doxim.com www.doxim.com/technical-support-request	support@doxim.com www.doxim.com/technical-support-request
Telephone	(905) 475-9876 or 1-866-475-9876	1-888-354-0118

In order to receive notifications, Customer must provide Doxim, in writing, with current Customer contact information for such notifications.

3. **Service Levels.** The following describes the performance metrics ("**Service Levels**") for the products and services offered by Doxim:

(a) **Service Levels: SaaS Availability**

(i) ***Definitions:*** The following definitions apply to this section:

(1) "**Available**" and "**Availability**", means the SaaS is accessible and responds to a request or query within three seconds at the 95th percentile measured at five (5) minute intervals by timing responses to enquiries using a commercially available, third-party tool that measures availability at the edge of Doxim's network.

(2) "**Emergency Maintenance Period**" means a period during which Doxim intends to perform maintenance work on the Services that Doxim in good faith determines cannot be reasonably performed during a Maintenance Window.

(3) "**Maintenance Window**" means 6:00 a.m. to 12:00 p.m. (Eastern Time) on Sundays. Doxim will provide Customer with no less than 10 (ten) Business Days' written notice of Doxim's intention to utilize a Maintenance Window.

(4) "**Planned Downtime**" means the time that the SaaS is not Available during either a Maintenance Window or during an Emergency Maintenance Period.

(5) "**SaaS"** means the Software provided by Doxim that is included with the Services, as more specifically described in the applicable Schedule.

(6) **Total Monthly Fees**" means all fees paid or payable by Customer in respect of the affected SaaS for the applicable month in which a Service Level is not met.

(ii) ***Service Levels***: The SaaS will be Available not less than 99.5 percent of the time, calculated on a monthly basis. Customer acknowledges and agrees that the aforementioned Service Level obligations (and Service Level Credits in Section 5 below) are subject to and will not apply to the

extent the Service Level is affected by (i) a Planned Downtime, (ii) Maintenance Window, (iii) Emergency Maintenance Period, (iv) acts or omissions of Customer or its employees, contractors, agents, vendors or End Users, (v) cyber-security attacks on Doxim's systems, (vi) a force majeure event, and (vii) third party products and services including without limitation telecommunication, Internet and third-party software and hardware providers, (collectively "**Unavailability Criteria**").

(iii) ***Minutes***: For the purposes of calculating Availability, Planned Downtime, Maintenance Window and Emergency Maintenance Period, a fraction of a minute that is less than a half minute will be rounded down and a fraction of a minute that is half a minute or greater will be rounded up.

(iv) ***Monitoring/Reporting***: Within fifteen (15) days of Customer's written request for information about Service Levels not being met by Doxim , Doxim will deliver to Customer an incident report detailing the cause of and actions taken with respect to Service Levels in this section not being met.

(v) ***Service Level Credits***: If the actual Availability of the SaaS during a month is less than the Service Levels, and subject to such Service Levels being impacted by the Unavailability Criteria, then Doxim will provide Customer with a Service Level credit ("**Service Level Credit**") equal to a percentage of the Monthly Fees for the relevant month and the relevant SaaS product, in accordance with the following Table 4:

Table 4 – Service Level Credits	
Unavailability	Service Level Credit
Two failures to achieve the SaaS Service Levels during any semi-annual calendar period (January-June and July-December of each year).	10% of SaaS Monthly Fees
Three failures to achieve the Service Levels during any semi-annual calendar period (January-June and July-December of each year).	25% of SaaS Monthly Fees.

(vi) If the Service Levels are not met for six (6) consecutive months because Doxim did not meet the Service Levels and not as a result of Unavailability Criteria, then, in addition to the above remedies Customer may, at its option:

(1) Require Doxim to form a working group, including representatives from Customer, to review the situation and propose solutions. The costs of creating any such joint plans and implementing any solutions shall be paid by Doxim, or

(2) Request that an independent third party, mutually agreeable to the parties, review the situation and propose solutions. The costs of creating any such joint plans and engaging any such third party shall be paid by Doxim.

Both Doxim and Customer will work together in good faith to resolve the issue and agree upon a solution.

APPENDIX B

RFP-25-48
Scope of Work and Services

Doxim Customer Communications Management (CCM) Product Schedule ("Schedule")

This Schedule for the Doxim Customer Communications Management (CCM) products (individually or collectively referred to as "Product" or "Products") is governed by the Doxim Master Services Agreement with an Effective Date of **November 15, 2025** (the "**Master Agreement**"), as the same may be modified, updated, amended or otherwise changed from time to time between **the City of Bentonville** ("Customer", "you", "your") and the Doxim entity listed therein.

This Schedule is effective as of **November 15, 2025** (the "Schedule Effective Date"). Capitalized terms used in this Schedule but not defined herein will have the meanings described in the Master Agreement. The Schedule is incorporated into and governed by the Master Agreement. The Master Agreement and this Schedule are collectively referred to as the "Agreement". If any of the terms in this Schedule conflict with the terms in the Master Agreement, the terms in this Schedule take precedence and prevail over the Master Agreement conflicting terms.

1) **Doxim CCM Products and Services**

Product, Optional Products and Professional Services are considered "Services". Customer is purchasing and Doxim will provide Customer with the Services as summarized below and detailed in Exhibit A. Mark "x" for applicable Services:

a) ☒ **Data and Document Processing** is comprised of the following core features:
- i) Receive data and files
- ii) Data parsing
- iii) Postal processing
- iv) Application of production integrity controls

b) ☒ **Document Composition** is comprised of the following core features:
- i) Support for data-driven, dynamic documents
- ii) Output for print, digital and archival formats
- iii) Secure processing environment

c) ☒ **Print and Mail** is comprised of the following core features:
- i) Print production
- ii) Document insertion
- iii) Production integrity managed by page level controls
- iv) Submission to postal service

d) ☒ **Digital Services** is comprised of the following core features:
- i) Document storage
- ii) Document presentment via API to current Invoice Cloud customer portal
- iii) Online Admin Portal

2) Service Levels

Doxim will provide Services in accordance with the service levels set out in Exhibit B.

3) Fees

You will pay the Fees set out in Exhibit C.

4) Additional Terms

a) Fees for the Services are exclusive of postage and taxes.
b) Fees are based on projected volumes set out in Exhibit A. Doxim reserves the right to reassess Fees based on volumes that are 25% lower than the projected volumes.
c) In cases where Print and Mail services are being provided:
    i) If your documents are printed in color, you agree to a maximum coverage for full color print that is not more than 15% of the page.
    ii) If standard Doxim paper and envelopes are not used, Fees for any materials ordered explicitly for your use will be due upon receipt.
    iii) For the materials used by Doxim in connection with the Services (including, without limitation, paper, and envelopes), the Fees shall be subject to increases from time to time based on then current market rates. We will provide you with at least thirty (30) days prior written notice of any such increase in Fees.
    iv) Prior to the commencement of services, a postage deposit equivalent to sixty (60) days of postage expenses, totaling ~$20,000, will be required. This deposit will be held in escrow for the duration of the Product Schedule. The escrowed deposit will be returned to the Customer after the services are no longer provided, and any outstanding invoices have been paid in full. If postage costs increase during the contract term, the deposit amount may be reevaluated and adjusted to ensure it continues to reflect sixty (60) days of postage expenses at the updated rates. Any such increases in postage will also be passed through and billed to the Customer accordingly. You will pre-fund postage fees thirty (30) days in advance of the need for the postage fees
d) In cases where text messaging services (SMS) are being provided, the telco carrier fees associated with the message recipient's service provider are subject to change without notice.
e) Data stored in Doxim systems will be purged 60 days after termination or expiration of the Agreement. You will have until the termination or expiration of the Agreement to provide a written request to Doxim if they wish to transition the data. A transition quote based on the estimated effort and then current Professional Services rate will be provided to you for approval.
f) You will be responsible for performing your own review to certify that any work performed meets your own compliance guidelines.
g) You will be responsible for adhering to acceptable use standards as defined in Doxim-provided Services information, user training and user documentation.

5) Schedule Term

The term of the agreement shall be for a one (1) year term renewable annually upon mutually written agreement via amendment for a maximum term not to exceed three (3) years. The Initial Term and Renewal Term are collectively referred to as the "**Term**".

By signing below, Customer and Doxim agree to the terms and conditions in this Schedule and acknowledge they have the authority to bind their respective companies.

Doxim	**City of Bentonville**
Signature:	Signature:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:

Exhibit A: Product and Service Details

1. Data and Document Processing

Doxim will:

a) Maintain an SFTP site for you to submit input data / files
b) Process input data and files as per your requirements established in an implementation project, change request and/or work order.
c) Provide the following postal processing services for all in scope document types:
   i) ☒ CASS address standardization
   ii) ☒ Pre-sort, IMB creation
   iii) ☒ NCOA for address changes
d) ☒ Householding of print documents as required
e) Provide these Services for the following in-scope document types:

In-Scope Document Type	Cycle	Projected Volumes per Cycle
Statements	Monthly	30,000
Notices (Shut off + Final Delinquency)	Monthly	3,500

2. Document Composition

Doxim will:

a) Maintain customized document templates to support the in-scope document types
b) Incorporate static backer page into documents as required
c) Support data insertion and merging to compose final documents for required output formats
d) ☒ Support static document onserts and message changes.
e) ☒ Support appended inserts i.e., addition of static pages to end of each document
f) ☒ Support targeted messaging on both printed statements and/or digital documents if configured in a current application
g) Apply production control marks to support static and selective insertion by document type
h) Provide these Services for the following in-scope document types:

In-scope Document Types	Inserts	Output Formats
Statements	Selective	Print, PDF, Archive
Notices	None	Print, PDF, Archive

3. Print and Mail

Doxim to provide:

a) Print of full color, duplex, multiple page documents with dynamic perforations
b) Collation, folding and insertion into specified envelopes
c) All required preparation and paperwork for mail entry to the postal service
d) Materials as specified for the in-scope document types:

Documents	Stock	Envelope
Statements	24# bond	Standard double window outgoing #10 and selective standard single window BRE
Notices	20# bond	Standard outgoing double window #10

4) Digital Services

Doxim will provide:

Services		Details
Document Services		
☒	Document storage	24 months + PDF transfer or 36 months retention
☒	Document presentment via customer portal	
☒	Document presentment via API	
CCM Admin Portal: Self-Serve Features		
☒	Document archive access	Post all
☒	Document notifications management	
☐	Account / servicing notifications management	
☒	Static document onsert management	
☒	Appended insert management	
☐	Document approval: preflight, production	
☒	Document exception management	
CCM Admin Portal: Reporting		
☒	Address QA	
☒	File / document processing	
☒	Production job status reporting	
☐	Operational event notifications	
CCM Admin Portal: Premium Features		
☒	Piece level production status tracking	
☒	USPS Informed Visibility mail tracking	
☐	Targeted onserts (self-serve)	
☐	Adhoc correspondence (self-serve)	

Exhibit B: Service Levels

1. Doxim will provide a turnaround for services contained in this Agreement according to the table listed below according to the following definitions:
   a) Turnaround times are calculated based upon when final, complete and approved documents/marketing materials/data are received by Doxim. This is Day 0.
   b) Documents/marketing materials/data received after 10 a.m. (Eastern Standard Time) are considered late and Day 0 will be considered as the next business day.
   c) Except for Daily Jobs, all turnaround times are Day 0 plus 1 day.
   d) Doxim will provide a same day turnaround for Daily Jobs with the understanding all final and approved notice files and postage are received by 6:00 a.m. (Eastern Standard Time); otherwise, delivery will be the next business day.

2. Service turnaround times in days excluding weekends and holidays (as noted below):
   a) Changes to applications, or other software changes, must be completed and approved by 4:00pm ET the business day prior to the document application being processed.
   b) Message changes or other minor formatting changes can be submitted up to one business day prior to document processing.
   c) Approved cycles received by 12:00 am EST, with total volumes of approximately two days' of documents will be processed and printed at standard service levels.
   d) Approved cycles are document cycles that have been reviewed and authorized to print by you unless you have waived such review in writing.
   e) Holiday schedule: The actual holiday schedule for each calendar year will be provided to reflect the observed date.

Holiday	Date	Holiday	Date
New Year's Day	January 1	Labor Day	1st Monday in September
Martin Luther King Day	3rd Monday of January	Thanksgiving	4th Thursday in November
Presidents Day	3rd Monday in February	Day After Thanksgiving	4th Friday in November
Memorial Day	Last Monday in May	Christmas Eve	December 24
Independence Day	July 4	Christmas Day	December 25

Exhibit C: Service Fees

1. **Recurring Fees**
   You will pay Doxim the fees based on the pricing below for **CCM Products** included in this Agreement. Fees are based on projected volumes set out in **Exhibit A.**

All applicable Service Fees are marked with an "x":			
	Products/Services	**Description**	**Fee**
	Data and Document Processing		
☒	Data and file transmission	File transmission protocol maintained to receive and deliver files between Customer and Doxim	Included
☒	Data parsing	Defined data parsing and processing workflows maintained for expected input files	Included
☒	Householding	Aggregation of documents in single mail package	Included
☒	Postal processing	CASS/DPV standardization, IMB barcodes, postal qualification	Included
☒	NCOA processing	NCOA address changes to comply with USPS Move Update standards	$0.25/changed address
	Document Composition		
☒	Document composition	Creation of documents using client-provided data, established templates and business rules	Included
☒	Print output file	Creation of production file for print and mail, production integrity controls in place, presorted with mail tray tags and paperwork to support maximum postal discounts	Included
☒	PDF output file	Creation of PDF documents for paperless accounts	Included
☒	Archive output file	Archive PDF and index (36 months) or (24 months + PDF transfer)	$0.03/document
	Print and Mail		
☒	Base statement package	Includes standard duplex printed sheet, inserted into outgoing #10 envelope	$0.117/package
☐	Statement print/mail	Print imaging only	Included
☒	Notice print/mail	Processing and print	$0.117/package
☒	Additional page print/mail	Print and insert for additional document pages	$0.06/sheet
☒	Physical inserts	Inclusion of client supplied physical inserts into mail package	$0.01/insert
☐	Co-mingling of non-	Reduce postage cost by co-mingling non-	Included

	qualifying mail packages	qualified mail pieces	
	Digital Services		
☒	Document storage	Indexing and storage of digital documents for 24 months + PDF transfer or 36 months retention	$0.03/doc
☒	Doc access via API	Support API endpoint	Included
☒	Online Admin Portal	Licensing fee for CCM portal that allows you access to job tracking and management of document processes	$850/month
☒	Document Lifecycle Reporting	Online job-tracking module that provides real-time updates of the entire production process.	Included
☒	Exception Management	Online bill review and audit tool that presents bills based on triggered business rules. Not available with pre-composed input.	Included
☒	Documents by Account	Online interface for your internal teams to view stored digital documents.	Included
☒	Address QA	Manage undeliverable addresses before mailing	Included
☒	Message Management	Online on-bill message management tool to provide you with direct control of content on your bills.	Included
☐	Adhoc Letter Management	Self-serve letter creation tool that allows you to submit letter batches directly to Doxim Production and digital storage	Included
	Optional Services		
☒	Additional Materials	Production of additional materials / inserts for document mailings	Quoted upon request
☒	Adhoc mailings	Processing, composition, print and mail of adhoc document packages	Quoted upon request

2. Implementation / One Time Fees

a) This Agreement is subject to a one-time implementation fee of $5,000 as set out in the Statement of Work in **Exhibit D**.

b) If you require Professional Services for development work during the Term, the fees for those Services will be described in a Statement of Work, Change Request or Work Order that you will approve and accept before the work is initiated.

c) This Agreement's Professional Services rate is $180/hr.

SCOPE OF SERVICES

Service Provider shall be responsible for securely receiving and processing billing data files, producing customer bills in full-color, duplex (two-sided) format, fold, insert, and seal bills into #10 window envelopes, presort and prepare for induction into the U.S. Postal Service (or applicable postal carrier) and providing the City with monthly reports. All services must be delivered in compliance with industry standards for data security, print production, and mail processing

1. Data Management & Pre-Production

- Securely receive and process billing data files from The City in the agreed format.
- Perform data validation, cleansing, and postal address standardization (CASS certification, NCOA updates).
- Apply approved bill templates, logos, and formatting in compliance with City's branding guidelines. Conduct pre-production proofing for City review and approval prior to live production.
- Provide seamless integration with Invoice Cloud for PDF presentment to ensure bills are available electronically in the customer portal.
- Interface directly with CentralSquare Technologies' Naviline CIS system to support data transfer, formatting, and ongoing operational compatibility.

2. Printing & PDF Bill Design

- Produce customer bills in full-color, duplex (two-sided) format. Bill Layout:
  a) Front Page: Provide a clear summary of account information, balance due, due date, and payment options. Include a Message Center section capable of delivering tailored communications to customers either at the individual account level or globally to all customers.
  b) Back Page: Display detailed service usage information (e.g., meter readings, consumption history, service breakdowns).
- Ensure print and electronic versions match in layout and content.
- Provide a secure portal for City staff to manage Message Center communications, including scheduling, targeting, and content approval.
- Integrate additional inserts, flyers, or regulatory notices as requested.

3. Finishing & Mailing

- Fold, insert, and seal bills into #10 window envelopes (or other City-approved envelope stock). Match mailing components using barcode verification or equivalent integrity controls.
- Presort and prepare mail for induction into the U.S. Postal Service (or applicable postal carrier) with optimized postage rates.
- Provide confirmation of delivery to postal services with daily/weekly reconciliation reports.

4. Quality Assurance

- Maintain 99.9% or higher accuracy for print-to-mail match.
- Implement sample audits and random pulls for quality checks.
- Track and report on production issues, misprints, or undeliverables.

5. Reporting & Customer Support

- Provide monthly reports summarizing print volumes, postage usage, and undeliverables.
- Maintain service logs and performance metrics to ensure compliance with agreed Service Level Agreements (SLAs).
- Provide City with a designated account manager and support team for issue resolution.

6. Security & Compliance

- Handle all City data in compliance with applicable data security regulations (e.g., SOC 2, PCI DSS, HIPAA if applicable).
- Maintain secure facilities and processes for data transfer, storage, and destruction.
- Provide business continuity and disaster recovery documentation upon request

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APPENDIX C

RFP-25-48
Schedule of Fees and Services

PRICE

Base Services		
Base bill package: processing, 1 full color, duplex printed 23# sheet, standard #9 single window BRE (as required) inserted into standard #10 double window envelope, CASS processing, presort, excludes postage	$0.117	Per package
Additional duplex printed sheet	$0.06	Per sheet
eBill creation, notification with bill access	$0.117	Per record
Doxim CCM portal: production reporting, message management, bill QA/proofing, access to bill archive	$850	Per month
Bill archive with 24 month retention and API access	$0.02	Per document
Bill processing setup fee: new bill template creation, design data mapping, creation of business rules and implementation of products. Estimated at $15,0000, discounted to $5,000.	$5,000	One-time

Optional Services		
Return PDF archives to client	$0.01	Per PDF
Additional inserts, if provided by client	$0.01	Per insert
NCOA	$0.25	Per address change
Special handling/oversized packages	$0.75	Per package
Bill pulls	$12	Per bill pull
Creation/production of additional inserts	Estimated upon request	
Warehousing of client materials	$25	Per skid per SKU per month
Professional services	$180	Per hour
Minimum job run fee	$200	Per job run
Postage	Pass-through	Per USPS rate

APPENDIX D

RFP-25-48
Service Providers' Submission

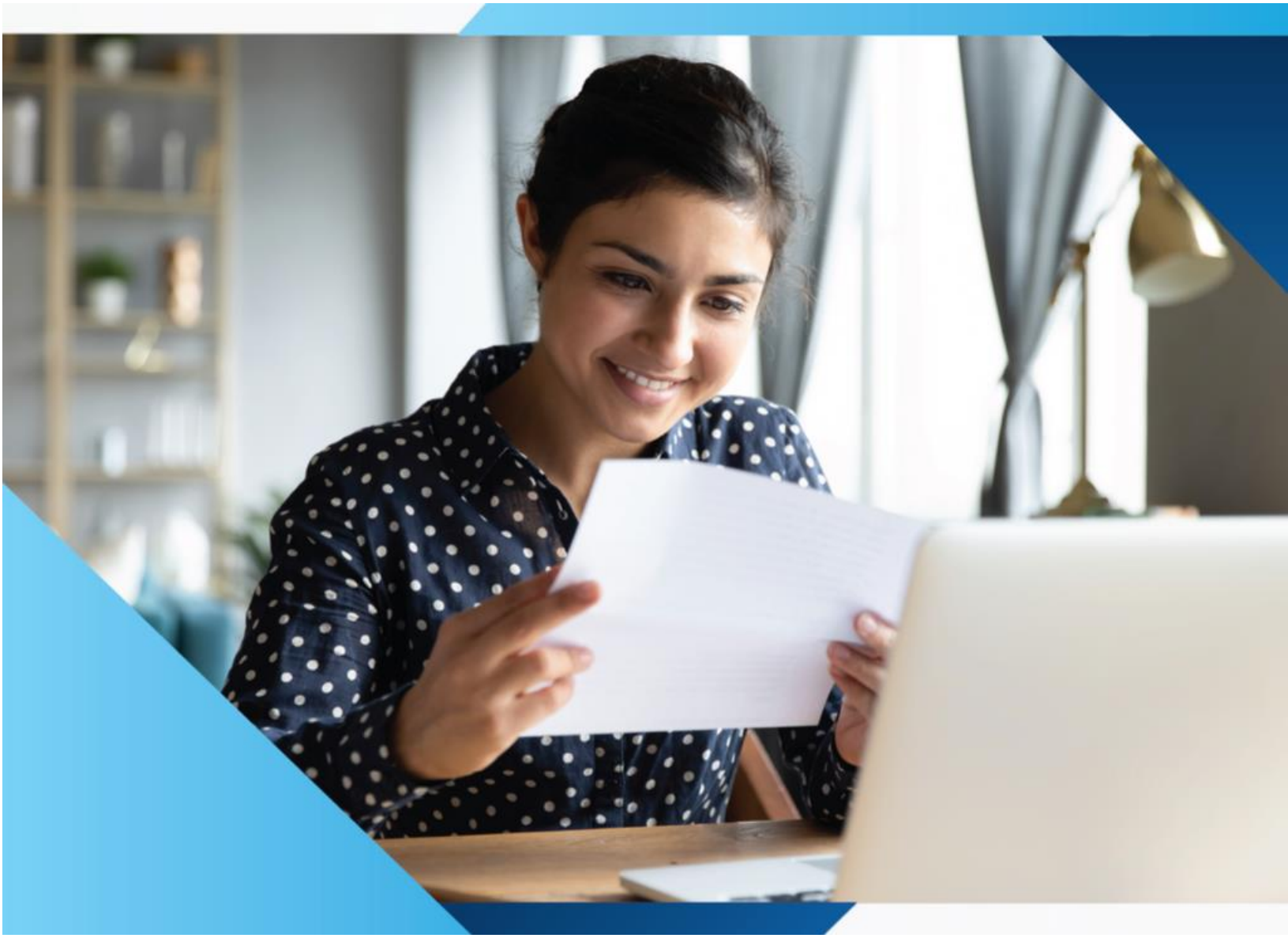
PROPOSAL FOR

CITY OF BENTONVILLE

Bill Design and Print Services RFP-25-48

Due Date:

September 25, 2025 | 4:00 PM CST



Point of Contact:

Josh Ciccia | Account Executive

519-820-5046

josh.ciccia@doxim.com

Executive Sponsor:

Mitch Anderson | Regional Vice President

205-370-5637

mitch.anderson@doxim.com

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COVER LETTER

September 25, 2025

City of Bentonville Administrative Services Building
Attn: Purchasing and Compliance Department – 2nd Floor
1000 SW 14th St
Bentonville, Arkansas 72712

RE: BILL DESIGN AND PRINT SERVICES RFP-25-48

Dear Kelsi Frederick and Evaluation Committee,

Thank you for providing Doxim with the opportunity to submit our proposal in response to your *Bill Design and Print Services RFP-25-48*. Over the past 36 months, we have had the opportunity to meet with many members of the Bentonville team and gain a deeper understanding of the City's current customer communications process. Through these conversations, we have come to appreciate both the strengths of your existing approach and the areas where there may be opportunities to streamline, modernize, and enhance the overall customer experience.

We believe that the comprehensive *Doxim Bill Redesign and Print/Mail communications* approach outlined will demonstrate how we are the right partner to support both your needs today as well as evolving future customer demands. In addition, our partnerships with over 110 utilities give us a strong understanding of the importance of delivering clear, timely, and reliable customer communications.

Furthermore, our experience in developing custom solutions that leverage CIS data – including work with CentralSquare Technologies' Naviline – uniquely positions us to provide tailored support. Doxim also brings a proven track record of helping utilities successfully transition from in-house operations to outsourced print and mail solutions.

Below is your point of contact and executive sponsor information:

Point of Contact	***Executive Sponsor***
Josh Cicca | Account Executive	Mitch Anderson | Regional Vice President
519-820-5046	205-370-5637
josh.ciccia@doxim.com	mitch.anderson@doxim.com

As requested, we have included the following required response documents with our proposal response:

- Execution of Proposal
- Appendix A: Contractor/Vendor Disclosure

- Appendix B: Non-Collusion Affidavit

Doxim's 25-year history in the metered services industry has built a foundation of excellence. Our commitment to the city is to exceed expectations and be a trusted partner delivering reliable communications and exceptional service. We look forward to answering any questions you may have and introducing you to the Doxim team as you proceed with your evaluation process.

Sincerely,

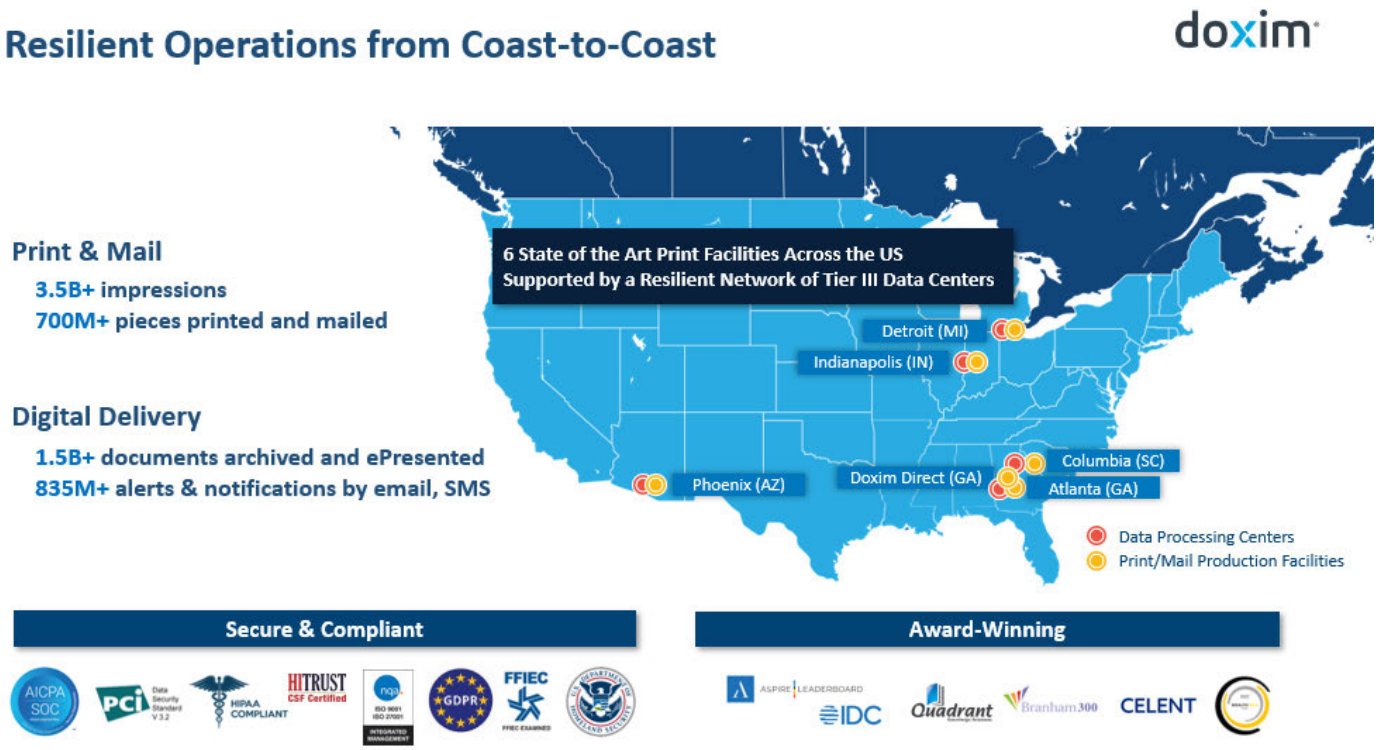
Josh Ciccia | Account Executive
519-820-5046
josh.ciccia@doxim.com

QUALIFICATIONS, EXPERIENCE, COMPETENCE AND CAPACITY

As you begin the process of selecting a best-in-class CCM partner, we are excited to introduce the Doxim Customer Communications solution and the opportunity to build a long-term strategic partnership with the Bentonville team. Our proposed solution reflects the proven scope we provide to utilities nationwide. Doxim CCM delivers a unified print and digital distribution network for all customer-facing communications, incorporating the following:

- Print distribution across North America
  - *Over 3.5B+* images annually
  - *Over 700M+* pieces of mail annually

Figure 1. Strategic Footprint



For more than 25 years, Doxim has supported utilities enhance their customer communications while maximizing engagement. Through working closely with our utility clients, we have developed and continually evolved our solutions to align with their needs and support their growth. *Figure 2* highlights a selection of our current utility partners.

Figure 2. Doxim's Utility Experience

Today, Doxim CCM, in conjunction with our print and mail offering, provides a suite of integrated technology solutions to manage essential touchpoints across the customer journey. The platform and our solutions are designed to shield you from the complexity of data management, composition and delivery, while providing business users with self-serve control such as on bill messaging that bring value to your utility and customers each day.

We are proud to be recognized as the nationally known provider of print and mail solutions for utilities, offering one of the largest production footprints with *six (6) state-of-the-art facilities in the US*, ensuring continuous error-free printing during production. Our printing capabilities include black and white printing, highlight printing, full-color printing, letter and legal-size printing, OCR printing, barcode printing, MICR check printing, and laser printer quality or better.

Key Values and Benefits

Our Doxim CCM admin platform has the capabilities to address your critical requirements and deliver many benefits, including:

- ***Streamlined operations:*** Automated end-to-end processes from receipt of source data; to custom data parsing, auditing, validation, and reconciliation; to custom document composition (bills, notices, letters, inserts and other documents) and the creation of output for print and digital delivery. All of this

takes place within Doxim's strong, reliable, and scalable network of print/mail facilities and Tier-3 data centers throughout the US.

- ***CIS Expertise:*** We have experience with providing custom solutions based on your CIS data. Our team is well-versed in working with *CentralSquare Technologies' Naviline* and has established strong partnerships with several Naviline clients to date. We also have experience working with other systems such as *Oracle CC&B*, *Banner, Tyler Technologies* and *Hansen*.
- ***Flexibility and customization:*** Doxim CCM Admin Portal will give the City's stakeholders self-serve control to manage document customization, customer messaging and management, while driving the creation and delivery of relevant, timely and compelling documents to the customer's mailbox.
- ***Bill Design:*** Doxim partners with utility clients to guide the bill design, or redesign process. As the most frequent form of communication with your customers, your bill design should promote a consistent company image, communicate concise information, and maximize each communication touchpoint. We take a consultative approach with impeccable attention to detail and provide each client with a positive experience.
- ***ebill Presentment and Payments:*** We recognize the focus of this RFP is for print and mail services but wanted to mention Doxim provides the opportunity to consolidate vendors through offering the industry's most comprehensive multichannel billing and payments platform, delivering an end-to-end customer engagement solution from enrollment through reconciliation.
- ***Proven security and compliance:*** Doxim processes are built for security and compliance, making it easy to keep pace with regulatory changes. Our technology, best practices, and infrastructure are audited and verified by third parties. We have a verified cyber security posture, provide visibility and transparency to clients, enable real-time updates and alerts to clients, align with and exceed required industry standards, and are top ranked across all regulatory and security criteria.

We are confident in our ability to meet and exceed the City's printing and mailing requirements as outlined in the RFP – offering the stability and scale our clients have come to expect (see *Figure 3*) – while also leveraging your billing data to support a bill redesign. **Please refer to the** *Method of Doing Work* **section for a detailed explanation of how we fulfill all requirements outlined in the Scope of Work.**

Figure 3. Areas of Expertise

Maintenance and Upgrades

Technical maintenance and upgrades are scheduled around customer delivery timelines, with preventative maintenance performed after peak production and system updates scheduled mid-month. All downtime, whether planned or unplanned, is reviewed and authorized by the Doxim Change Approval Board (CAB) to ensure thorough testing and contingency planning. Customers are notified of updates, and project implementations are avoided during traditional holidays to maximize support and minimize service interruptions. We maintain maintenance agreements with equipment manufacturers and have in-house or co-located vendor staff for rapid response and preventative maintenance. Appropriate spare part inventories for key equipment are maintained at our production facilities.

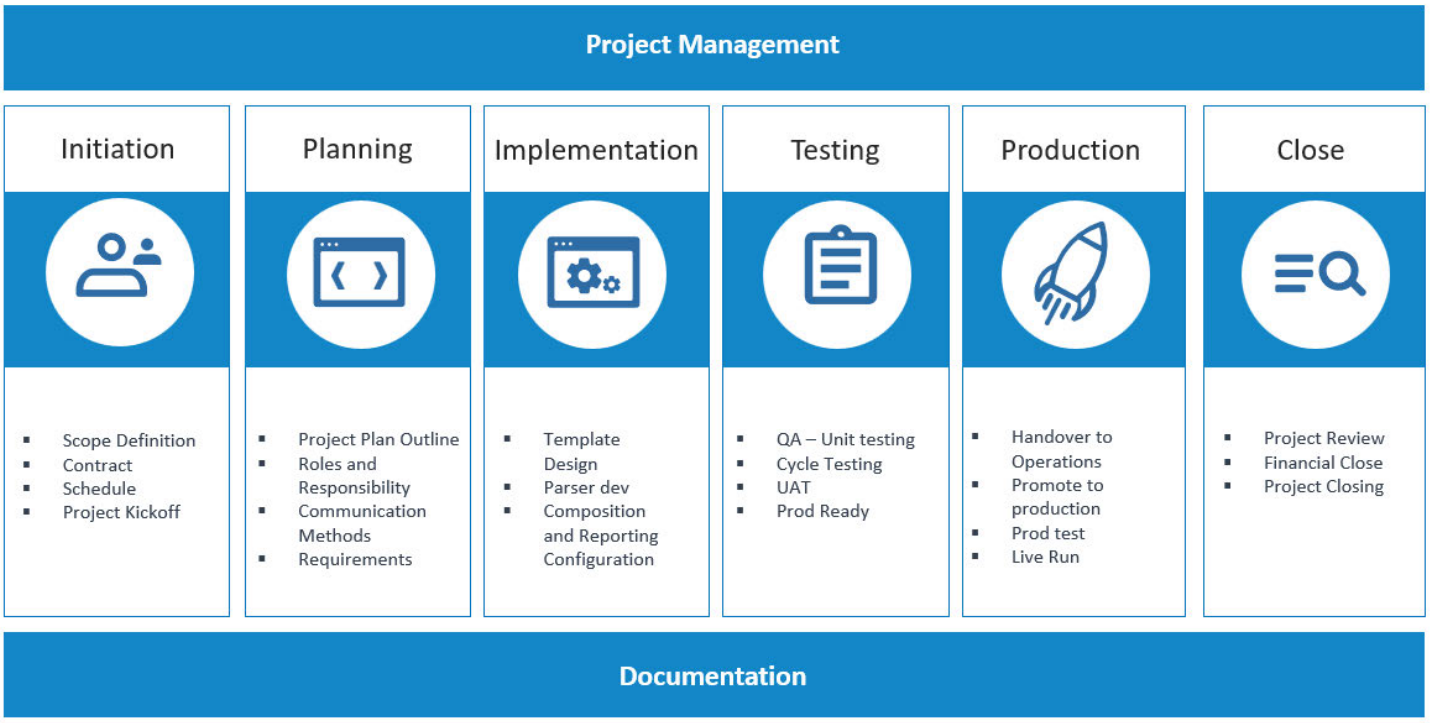
Project Management Methodology and Implementation Methodology

We follow a well-defined project management methodology that aligns with the standard project management process groups. This structured approach ensures that all project scenarios are effectively addressed, enabling us to consistently meet – and exceed – your current and future goals, operational needs, and customer expectations.

Doxim's Project Management team applies these standard process groups throughout every

engagement (see *Figure 4*):

Figure 4. Your Partner in Driving Successful Projects



To successfully execute the City's work, the following key roles and responsibilities have been defined:

Account Executive | Josh Ciccia	
Years of Solution/Industry Experience: 5+	
Primary Responsibilities:	• Consultative account manager who positions your organization to successfully engage Doxim's resources and technology via business reviews and consistent communication.
Customer Success Manager	
Years of Solution/Industry Experience: 10+	
Primary Responsibilities:	• Client Champion throughout your entire Doxim journey.
Client Services Manager	
Years of Solution/Industry Experience: 10+	
Primary Responsibilities:	• Dedicated and main point of contact for supporting your daily operational needs.

During implementation, the Project Manager (PM) will serve as a critical extension of the Account Management team, providing overall leadership and direction. This role will coordinate and guide Doxim's functional subject matter experts (SMEs) to ensure the City's communications are successfully deployed within the Doxim CCM environment.

Doxim's dedicated project team will include the following key roles and responsibilities:

Project Manager	
Years of Solution/Industry Experience: 5+	
Primary Responsibilities:	• Facilitate the Project Kick off and Planning sessions, working with the Customer's Project Lead. • Establishing and maintaining the project Risk, Action, and Issue Management (RAID) logs. • Providing project status reports. • Scheduling and managing key project deliverables. • Managing Change Request Orders. • Scheduling and managing of Doxim's resources and SMEs as required. • Managing project budget.
Business Analyst	
Years of Solution/Industry Experience: 5+	
Primary Responsibilities:	• Facilitate discovery and requirements gathering workshops (Data, Design, Delivery). • Service driven SME. • Creates and maintains Business/Functional requirements documentation within an active project phase. • Presenting / Translating documentation using clean, precise, relevant language/methods to satisfy target audience needs (Story). • Triaging project defects between Doxim and client during testing phases (QA/UAT). • Conduit and primary support between PM, QA, Development, Client Services, Product, and our clients. • Support and maintain project scope + changes. • Maintain fluid communications between all stakeholders.
Development/Implementation Specialist	
Years of Solution/Industry Experience: 3+	
Primary Responsibilities:	• Develop the functionality required based on the approved requirements.
Quality Analyst	
Years of Solution/Industry Experience: 3+	
Primary Responsibilities:	• Conduct the necessary testing and due diligence on each task to ensure the results are in line with the requirements.

We are staffed for multiple concurrent and parallel projects. *Doxim uses its own employees (Professional Services) for project work.* **Please refer to the** *Method of Doing Work* **section for a detailed explanation of our implementation process and estimated timeline to launch.**

As the project advances beyond the Planning phase, there will be critical milestones that require active participation from the City's SMEs. To ensure alignment and timely decision-making, the City's project team should include the following roles:

Project Manager/Coordinator	
Anticipated Effort: 100%	
Primary Responsibilities:	• Acts as the primary liaison and oversees the day-to-day activities of the City's team as they impact the project. • Will be asked to participate in all meetings with Doxim.
Billing / Business Process Experts	
Anticipated Effort: 75%	
Primary Responsibilities:	• Liaise with Doxim's Business Analysts and act as experts for any project questions.
IT Support	
Anticipated Effort: as required	
Primary Responsibilities:	• Will be tasked with any connectivity testing, if required.

After-Hours Availability

Standard support hours are Monday to Friday, 8:00 am to 5:00 pm CST. If after-hours support is required, we have an extended support model to meet client needs. Our IT department monitors all operating environments 24-7 and responds to emergency requests when required.

Ongoing Support

All clients are provided with a primary Client Services contact for service support during business hours. Issues can be reported via phone, email, or online ticketing system. Support SLAs are defined by incident priority: P1 (2 business hours), P2 (4 business hours), P3 (6 business hours), P4 (next business day). Updates are provided at least every two hours for P1 and P2 issues, or as agreed. Incident reports detail root cause and preventive actions upon closure.

Previous Experience and Successful Implementations

Over the past 24 months, we have successfully implemented approximately 100 new projects across North America, encompassing a wide range of complexity and regulatory requirements. These projects have included numerous engagements with municipality and utility entities, which demand high standards of compliance, accountability, and performance.

We have consistently delivered outcomes that meet or exceed expectations, and we take pride in having no unresolved implementation failures or client disputes. Our commitment to continuous improvement is supported by a strong client feedback loop, including:

- Annual customer satisfaction surveys
- Post-implementation reviews
- Customer support evaluations
- Regular input from customer advisory boards

This data-driven feedback process allows us to refine our services and maintain a high level of client satisfaction across all engagements.

References for Similar Engagements

Doxim specializes in serving the needs of Municipality and utility organizations, providing scalable, secure, and compliant solutions tailored to their operational requirements. Our extensive experience in this sector enables us to deliver reliable, high-performing services aligned with industry best practices.

For the City's review, we have included three (3) professional references from recent engagements with similar governmental or utility entities. These references will attest to our successful track record in:

- Delivering complex solutions on time and within scope
- Maintaining high-quality standards
- Demonstrating diligence and responsiveness throughout the project lifecycle

Reference #1

Customer's Business Name	**Greenville Utilities Commission**
Primary Contact Name:	Scott Mullis - Director of Customer Relations
Address:	mullisjs@guc.com
Telephone Number:	252-551-3312

Reference #2

Customer's Business Name	**City of Albemarle**
Primary Contact Name:	Bart Davis - Customer Accounts Supervisor
Address:	bdavis@ci.albemarle.nc.us
Telephone Number:	704-984-9616

Reference #3

Customer's Business Name	**Black Hills Energy (Fayetteville Arkansas)**
Primary Contact Name:	Brandon Rozema - Manager, Revenue Assurance
Address:	brandon.rozema@blackhillscorp.com
Telephone Number:	605-939-1583

Partnering for Success

We believe our extensive experience in print and mail, combined with our strategic consulting expertise, positions Doxim as a trusted long-term partner for enhancing the City's communications and supporting future growth.

With deep knowledge of the utility market and its evolving dynamics, we are uniquely equipped to

help you adapt as your business needs change. Managing in-house print and mail operations can be complex, resource-intensive, and increasingly difficult in today's rapidly changing environment. That is why many organizations choose to focus on their core business while outsourcing bill creation and delivery – across both print and digital channels – to a proven partner.

By entrusting your mission-critical billing communications to Doxim, you gain a partner committed to delivering industry-leading, omni-channel solutions that streamline operations and strengthen customer engagement.

METHOD OF DOING WORK

Doxim will not be using any subcontractors. All services will be supported in-house.

Given the critical nature of utility billing, Doxim CCM was created for the purpose of billing for metered services, and this platform provides our clients with the latest approach for data reception, data parsing, document composition, bill production, selective inserting, archiving, and multiple channel delivery. *High-level functionality includes:*

- Data reception and mapping
- Document composition and management
- Postal processing services including National Change of Address (NCOA), Coding Accuracy Standard (CASS), and Delivery Point Validation (DPV)
- Online proofing
- Full-color print production
- Intelligent inserting
- Archiving/PDF services
- Multi-channel bill delivery
- Reporting statistics

1. Data Management & Pre-Production

- *Securely receive and process billing data files from The City in the agreed format.*
  We securely receive and process billing data files from Bentonville in the agreed format, including tab delimited index files and other structured formats. Data transmissions are automatically logged, processed, and tracked to the point of production printing, with production samples created and submitted for City approval prior to release.
- *Perform data validation, cleansing, and postal address standardization (CASS certification, NCOA updates).*
  Data validation, cleansing, and postal address standardization are performed using Coding Accuracy Support System (CASS) certification and National Change of Address (NCOA) updates. Delivery Point Validation (DPV) software is also utilized to maximize postal processing efficiency and ensure mailing addresses are standardized and updated, with CASS-certification and NCOA validation included as part of our address hygiene efforts.

- *Apply approved bill templates, logos, and formatting in compliance with City's branding guidelines.*

  Approved bill templates, logos, and formatting are applied in compliance with the City's branding guidelines. Our document composition services leverage client-specific templates for layout and data mapping, validating paper requirements and print quality, and ensuring branding consistency across all communications.

- *Conduct pre-production proofing for City review and approval prior to live production.*

  Pre-production proofing is conducted for City review and approval prior to live production. The Doxim CCM portal provides a bill QA review module, allowing City staff to review composed billing documents individually or by sample set based on business rules, with the ability to disposition each bill before production. Print and electronic deliveries are placed on hold until a QA-complete signal is received from the City, and records of job metrics, balancing, QA pass/fail, and SLA adherence are all maintained.

- *Provide seamless integration with Invoice Cloud for PDF presentment to ensure bills are available electronically in the customer portal.*

  Doxim provides seamless integration with Invoice Cloud to support PDF presentment within your customer portal. This ensures invoices are delivered electronically, securely, and are easily accessible to customers. Today, this integration is already established with many of your fellow utility peers utilizing both Doxim and Invoice Cloud for their billing and payment services.

  Our Enterprise Content Management (ECM) system stores and presents bills in real-time. Documents are compliant, accessible, and notifications (email/SMS) can be triggered when new bills are available.

  This API integration helps streamline operations, enhance digital self-service, and reduce service center inquiries. Below we have included *several benefits of the integration*:

  - Centralized, secure PDF document storage within our ECM platform.
  - Smooth integration with Invoice Cloud for presenting PDFs directly in your customer portal.
  - Cost savings via reduced reliance on print and mail.
  - Improved customer engagement through timely access and notifications.
  - Operational efficiencies through fewer support inquiries and quicker staff access to documents.
  - Compliance and accessibility are built into the portal experience.

- *Interface directly with CentralSquare Technologies' Naviline CIS system to support data transfer, formatting, and ongoing operational compatibility.*

  We interface directly with CentralSquare Technologies' Naviline CIS system to support data

transfer, formatting, and ongoing operational compatibility. Our experts oversee the integration with existing backend systems, including industry-specific core systems, to ensure all business-critical systems work together seamlessly for optimal performance and results.

2. Printing & PDF Bill Design

- *Produce customer bills in full-color, duplex (two-sided) format. Bill Layout:*
  a) Front Page: Provide a clear summary of account information, balance due, due date, and payment options. Include a Message Center section capable of delivering tailored communications to customers either at the individual account level or globally to all customers.
  b) Back Page: Display detailed service usage information (e.g., meter readings, consumption history, service breakdowns).

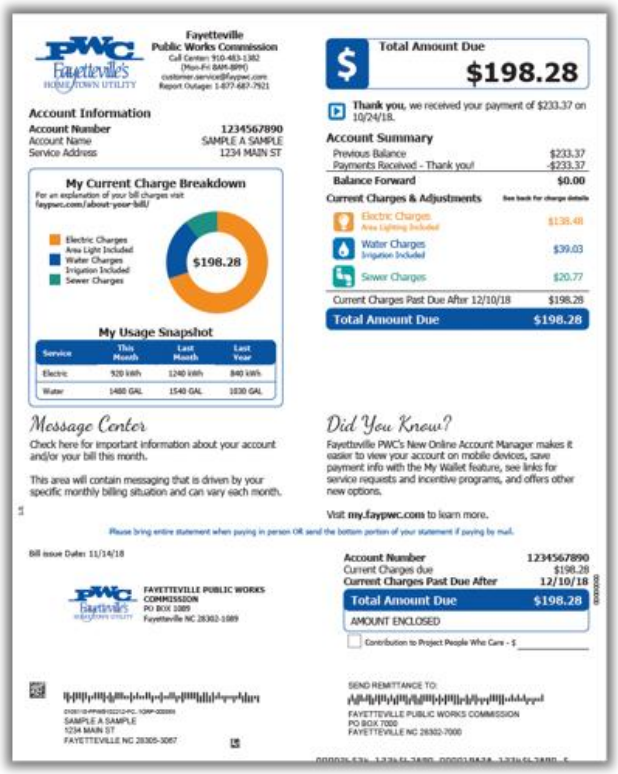
  We produce customer bills, letters and notices in full-color, duplex (two-sided) format using state-of-the-art, high-volume inkjet production capabilities. Our technology supports dynamic perfing and MICR printing, enabling vibrant, accurate, and engaging documents for every customer communication. Bill Layout:

  a) Front Page: We provide a clear summary of account information, balance due, due date, and payment options. The bill design incorporates a Message Center section that can deliver tailored communications to customers at the individual account level or globally to all customers. This is achieved through flexible bill composition and segmentation features, allowing targeted messaging and marketing content, including program information, payment plans, and relevant seasonal or account-status communications.

  b) Back Page: The back of the bill displays detailed service usage information, including meter readings, consumption history, and service breakdowns. Our redesigns utilize color coding and graphical elements to enhance clarity of charges and usage history, supporting customer understanding and reducing call center contacts.

  We have included a few samples on the following pages for the City's review.

Bill Sample #1



Fayetteville Public Works Commission

Total Amount Due $198.28

Thank you, we received your payment of $233.37 on 10/24/18.

Account Information

Account Number 1234567890
Account Name SAMPLE A SAMPLE
Service Address 1234 MAIN ST

Account Summary

Previous Balance	$233.37
Payments Received - Thank you!	-$233.37
Balance Forward	$0.00
Current Charges & Adjustments	
Electric Charges	$138.48
Water Charges	$39.03
Sewer Charges	$20.77
Current Charges Past Due After 12/10/18	$198.28
Total Amount Due	$198.28

My Current Charge Breakdown

My Usage Snapshot

Service	This Month	Last Month	Last Year
Electric	920 kWh	1240 kWh	840 kWh
Water	1480 GAL	1540 GAL	1030 GAL

Message Center

Check here for important information about your account and/or your bill this month.

This area will contain messaging that is driven by your specific monthly billing situation and can vary each month.

Did You Know?

Fayetteville PWC's New Online Account Manager makes it easier to view your account on mobile devices, save payment info with the My Wallet feature, see links for service requests and incentive programs, and offers other new options.

Visit my.faypwc.com to learn more.

Please bring entire statement when paying in person OR send the bottom portion of your statement if paying by mail.

Bill issue Date: 11/14/18

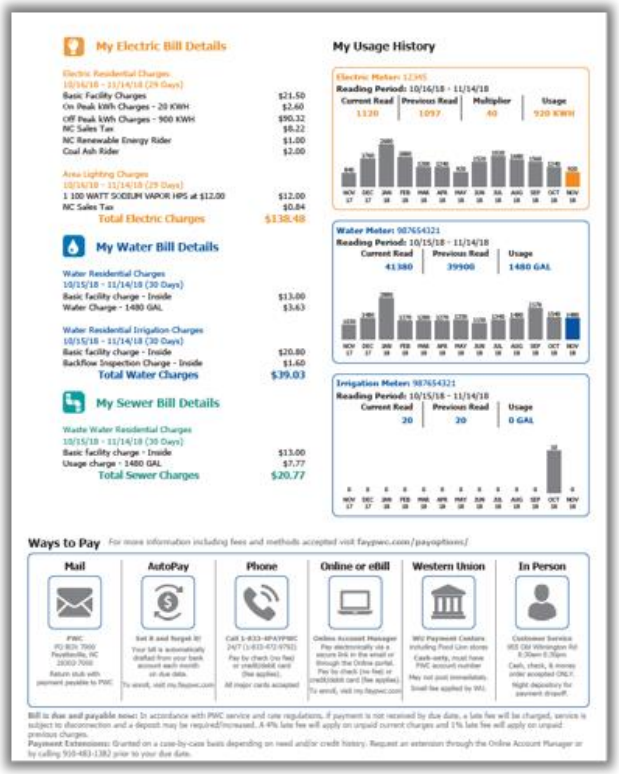
Account Number 1234567890
Current Charges due $198.28
Current Charges Past Due After 12/10/18
Total Amount Due $198.28

AMOUNT ENCLOSED

Contribution to Project People Who Care - $

SEND REMITTANCE TO:
FAYETTEVILLE PUBLIC WORKS COMMISSION
PO BOX 7000
FAYETTEVILLE NC 28302-7000

SAMPLE A SAMPLE
1234 MAIN ST
FAYETTEVILLE NC 28305-3067



My Electric Bill Details

Basic Facility Charges	$21.50
On Peak kWh Charges - 20 KWH	$2.60
Off Peak kWh Charges - 900 KWH	$90.32
NC Sales Tax	$6.22
NC Renewable Energy Rider	$1.00
Coal Ash Rider	$2.00
Basic Facility Charges	$12.00
1 100 WATT SODIUM VAPOR HPS at $12.00	$12.00
NC Sales Tax	$0.84
Total Electric Charges	$138.48

My Water Bill Details

Basic facility charge - Inside	$13.00
Water Charge - 1480 GAL	$3.63
Basic facility charge - Inside	$20.80
Backflow Inspection Charge - Inside	$1.60
Total Water Charges	$39.03

My Sewer Bill Details

Basic facility charge - Inside	$13.00
Usage charge - 1480 GAL	$7.77
Total Sewer Charges	$20.77

My Usage History

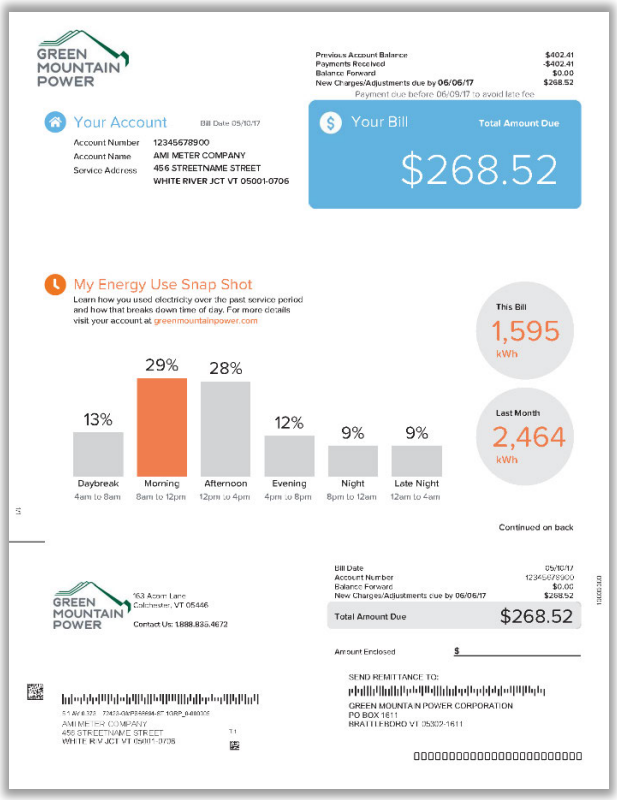
Ways to Pay

Mail	AutoPay	Phone	Online or eBill	Western Union	In Person

Bill is due and payable now: In accordance with PWC service and rate regulations, if payment is not received by due date, a late fee will be charged, service is subject to disconnection and a deposit may be required/increased. A 4% late fee will apply on unpaid current charges and 1% late fee will apply on unpaid previous charges.

Payment Extensions: Granted on a case-by-case basis depending on need and/or credit history. Request an extension through the Online Account Manager or by calling 910-483-1382 prior to your due date.

Bill Sample #2



GREEN MOUNTAIN POWER

Previous Account Balance	$402.41
Payments Received	-$402.41
Balance Forward	$0.00
New Charges/Adjustments due by 06/06/17	$268.52

Payment due before 06/09/17 to avoid late fee

Your Account

Bill Date 05/10/17

Account Number 12345678900
Account Name AMI METER COMPANY
Service Address 456 STREETNAME STREET
WHITE RIVER JCT VT 05001-0706

Your Bill

Total Amount Due

$268.52

My Energy Use Snap Shot

Learn how you used electricity over the past service period and how that breaks down time of day. For more details visit your account at greenmountainpower.com

	Daybreak	Morning	Afternoon	Evening	Night	Late Night
	13%	29%	28%	12%	9%	9%
	4am to 8am	8am to 12pm	12pm to 4pm	4pm to 8pm	8pm to 12am	12am to 4am

This Bill 1,595 kWh

Last Month 2,464 kWh

Continued on back

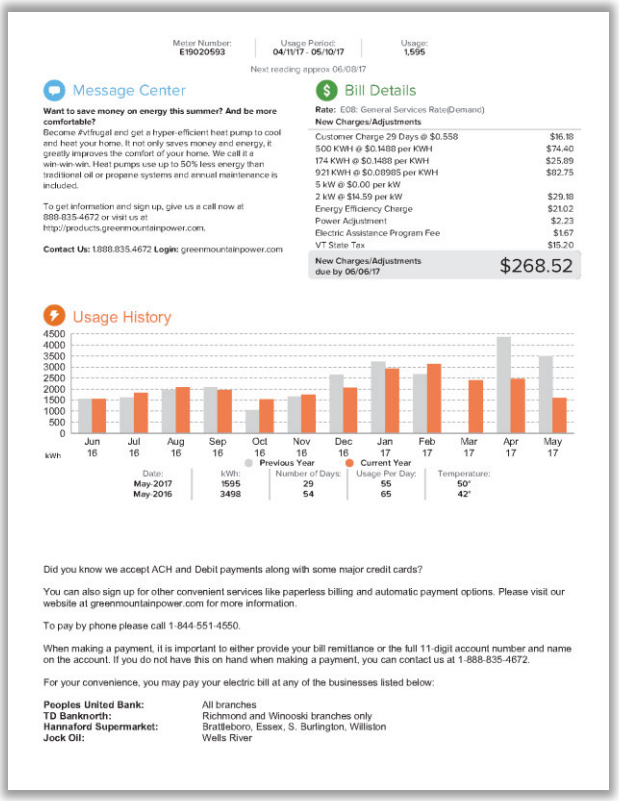
GREEN MOUNTAIN POWER
163 Acorn Lane
Colchester, VT 05446
Contact Us: 1888.835.4672

Bill Date	05/10/17
Account Number	12345678900
Balance Forward	$0.00
New Charges/Adjustments due by 06/06/17	$268.52
Total Amount Due	$268.52

Amount Enclosed $

SEND REMITTANCE TO:
GREEN MOUNTAIN POWER CORPORATION
PO BOX 1611
BRATTLEBORO VT 05302-1611

AMI METER COMPANY
456 STREETNAME STREET
WHITE RIVER JCT VT 05001-0706



Meter Number: E19020593
Usage Period: 04/11/17 - 05/10/17
Usage: 1,595
Next reading approx 06/08/17

Message Center

Want to save money on energy this summer? And be more comfortable?

Become #vfrugal and get a hyper-efficient heat pump to cool and heat your home. It not only saves money and energy, it greatly improves the comfort of your home. We call it a win-win-win. Heat pumps use up to 50% less energy than traditional oil or propane systems and annual maintenance is included.

To get information and sign up, give us a call now at 888-835-4672 or visit us at http://products.greenmountainpower.com.

Contact Us: 1.888.835.4672 Login: greenmountainpower.com

Bill Details

Rate: E08: General Services Rate(Demand)

New Charges/Adjustments

Customer Charge 29 Days @ $0.558	$16.18
500 KWH @ $0.1488 per KWH	$74.40
174 KWH @ $0.1488 per KWH	$25.89
921 KWH @ $0.08985 per KWH	$82.75
5 kW @ $0.00 per kW	
2 kW @ $14.59 per kW	$29.18
Energy Efficiency Charge	$21.02
Power Adjustment	$2.23
Electric Assistance Program Fee	$1.67
VT State Tax	$15.20
New Charges/Adjustments due by 06/06/17	$268.52

Usage History

Date:	kWh:	Number of Days:	Usage Per Day:	Temperature:
May-2017	1595	29	55	50°
May-2016	3498	54	65	42°

Did you know we accept ACH and Debit payments along with some major credit cards?

You can also sign up for other convenient services like paperless billing and automatic payment options. Please visit our website at greenmountainpower.com for more information.

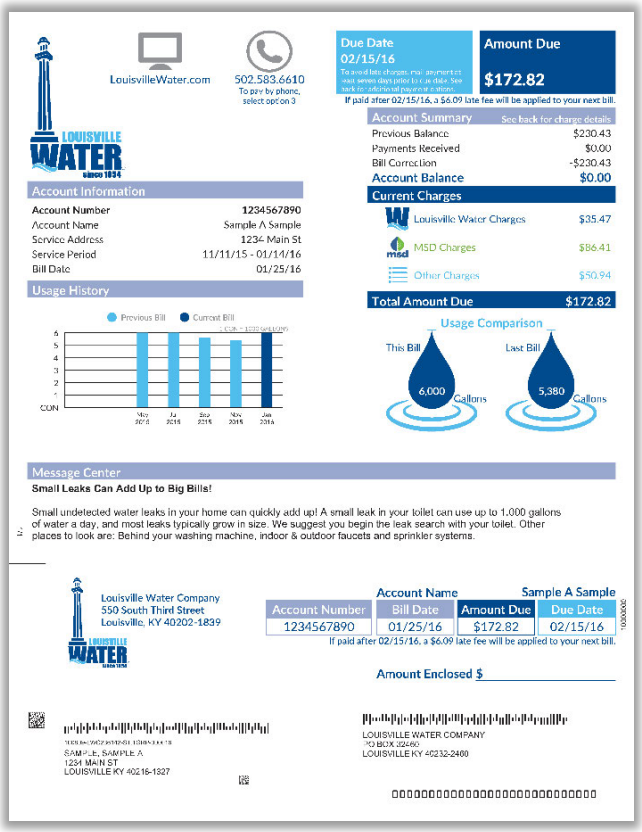
To pay by phone please call 1-844-551-4550.

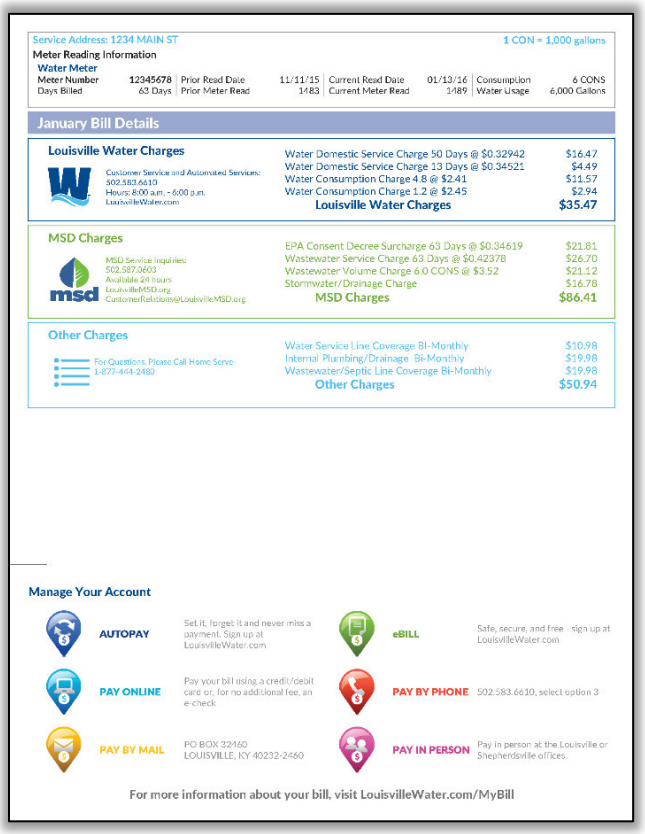
When making a payment, it is important to either provide your bill remittance or the full 11-digit account number and name on the account. If you do not have this on hand when making a payment, you can contact us at 1-888-835-4672.

For your convenience, you may pay your electric bill at any of the businesses listed below:

Peoples United Bank:	All branches
TD Banknorth:	Richmond and Winooski branches only
Hannaford Supermarket:	Brattleboro, Essex, S. Burlington, Williston
Jock Oil:	Wells River

Bill Samples #3





- *Ensure print and electronic versions match in layout and content.*

  Print and electronic versions of bills match in layout and content. The PDF bill available to customers and City staff is drawn from the same document repository, ensuring consistency between print and electronic formats. Both CSRs and customers can view the bill concurrently, accessing identical versions.

- *Provide a secure portal for City staff to manage Message Center communications, including scheduling, targeting, and content approval.*

  We provide a secure portal (Doxim CCM Portal) for City staff to manage Message Center communications. This portal enables scheduling, targeting, and content approval for bill messaging. It supports configurable user group access, tracks all actions for accountability, and presents real-time production and activity information. The portal also allows for self-serve management of customer communications, including customization, approval workflows, and enhanced message delivery.

  The Bentonville team will have self-serve access through the Doxim Admin Portal to update or change on-bill messaging as needed. In addition, the portal provides production and mail tracking, allowing you to see when bills have completed printing and where they are

within the USPS mail stream. You'll also have visibility into addresses flagged by the USPS as potentially undeliverable, with the option to either suppress or proceed with mailing based on that flag.

- *Integrate additional inserts, flyers, or regulatory notices as requested.*

  We can integrate additional inserts, flyers, or regulatory notices as requested. Bill composition services allow inserts to be built into the billing document as onserts (defined areas for insert content) or appended inserts (additional pages within the bill). Our intelligent inserting technology supports selective and dynamic inclusion of up to six slots per mailpiece, with error detection, quality assurance, and reprocessing capabilities to ensure integrity.

3. Finishing & Mailing

- *Fold, insert, and seal bills into #10 window envelopes (or other City-approved envelope stock). Match mailing components using barcode verification or equivalent integrity controls.*

  We fold, insert, and seal bills into #10 window envelopes (single or double window) or other City-approved envelope stock using intelligent inserters equipped with camera systems for barcode verification. These systems read insertion barcodes, determine the sheets and inserts for each envelope, and verify envelope integrity to ensure correct document matching and eliminate double stuffs. Our automated finishing and assembly capabilities support collation, folding, and selective insertion of sheets into various envelope sizes, including #10, 6x9, and 9x12 envelopes. Production integrity barcodes are used throughout the process for page-level reconciliation and quality control, with final in-process camera readings after sealing to ensure all mailpieces are accounted for.

- *Presort and prepare mail for induction into the U.S. Postal Service (or applicable postal carrier) with optimized postage rates.*

  We presort all addresses to obtain the lowest possible USPS First Class mail rates or, where zip code densities may not be achieved, mail can be commingled via a presorter service for additional discounts. Our automated processing platform generates USPS tray tags and batch paperwork to ensure optimal postage rate qualifications. Address hygiene processes, including CASS-certification, DPV, and NCOA validation, are performed to maximize postal processing efficiency and minimize postage costs. Bills with the same mailing address can be bundled and mailed in one envelope to further reduce postage.

- *Provide confirmation of delivery to postal services with daily/weekly reconciliation reports.*

  We provide confirmation of delivery to postal services through daily consolidated payment

transaction reports via SFTP in Excel or CSV formats, supporting internal processing and end-of-day reconciliation. Our Automated Process Queue (APQ) monitors and tracks the document lifecycle, and confirmation samples are available for review prior to printing. Tray tags, placards, and postal reports are created and transmitted to clients, with automated email notifications confirming production totals, including page counts and mailpiece counts, broken out by file split, intercept, and exception codes. Quality control procedures ensure all mailpieces are reconciled and accounted for, with reporting and documentation at each production step.

4. Quality Control

- *Maintain 99.9% or higher accuracy for print-to-mail match.*

  We maintain a 99.9% or higher accuracy for print-to-mail match through a comprehensive quality assurance process. Each page of every document is uniquely barcoded and tracked throughout production and insertion, ensuring every file delivered results in a package mailed to the designated recipient within defined SLAs. Our standard quality assurance processes include barcode scanning during insertion, reconciliation against piece-level databases, and automatic diversion of any mail pieces that fail checks for closed-loop reprinting.

- *Implement sample audits and random pulls for quality checks.*

  Sample audits and random pulls for quality checks are implemented at multiple stages. Production samples are created and submitted to approval authorities before being released into the print queue. QC pieces are systematically generated for review and sign-off by Production Supervisors. Operators perform visual checks and sign off at QA checkpoints, with dedicated QA staff conducting final checks before mailing. Manual oversight includes quality control slips and control lines for reconciliation, and any damaged or non-conforming pieces are logged and reprinted through a closed-loop process.

- *Track and report on production issues, misprints, or undeliverables.*

  We track and report on production issues, misprints, or undeliverables through formal incident management systems. All sites have systems for controlling and managing errors, including triple-check processes, QA procedures, and a 20-point document integrity checklist. Non-conformances are tracked as production incidents, assigned priorities, and addressed the same day, with patterns reviewed by the Client Service team for process improvements. Processing capacity and system performance are monitored 24x7x365, with

weekly management reviews, and any issues are communicated to clients as needed. Returned or undeliverable mail is tracked and reported, with pertinent data provided to clients for address correction and process improvement.

5. Reporting & Customer Support

- *Provide monthly reports summarizing print volumes, postage usage, and undeliverables.*
  We provide comprehensive monthly reports summarizing print volumes, postage usage, and undeliverables. These reports are available through the online Doxim portal for self-serve access and can include job/file details by application type, mail pieces, document, page and impression counts, as well as shipment tracking and postage activity including mail categories, associated volumes, discount/full rates, and total postage fees. Mail tracking scans and undeliverable mail reporting are also available in real-time via the IMB and USPS data.
- *Maintain service logs and performance metrics to ensure compliance with agreed Service Level Agreements (SLAs).*
  We maintain service logs and monitor key performance metrics, including system response, uptime, production SLA fulfillment, and issues reported through Customer Support. Performance standards are tracked daily, with job alerts configured for exceptional activity, and regular reporting is provided to ensure compliance with agreed SLAs. Reporting frequency and content are determined during implementation and reviewed regularly with our Account Management team.
- *Provide City with a designated account manager and support team for issue resolution.*
  Dedicated client partner support and resources will be provided to City upon award. Doxim's team includes utility experts averaging 10+ years' experience. The Account Management team for the City will be led by your *Account Executive*, **Josh Ciccia**, and supported by an experienced *Customer Success Manager* and *Client Services Manager*. This team will have direct access to the cross-functional SMEs across our organization to ensure that we are able to address all requests and inquiries that you may have. Clients have flexibility in communication methods, including email, text, phone, and online case management.

6. Security & Compliance

- *Handle all City data in compliance with applicable data security regulations (e.g., SOC 2, PCI DSS, HIPAA if applicable).*
  We handle all City data in compliance with applicable data security regulations, including SOC 2, PCI DSS, and HIPAA where applicable. Our compliance is verified through annual

independent audits, including SOC 2, HIPAA, PCI, ISO 27001, ISO 27701, and HITRUST, with no exceptions reported. Personally Identifiable Information (PII) is defined, classified, and protected according to all applicable privacy regulations, and our policies are regularly updated to ensure ongoing compliance.

- *Maintain secure facilities and processes for data transfer, storage, and destruction.*
  We maintain secure facilities and processes for data transfer, storage, and destruction. Physical and virtual data handling environments are governed by strict IT Governance protocols. Data transfer is secured using protocols such as TLS 1.2 or higher, and SFTP is used for covered information. Storage procedures ensure that records are readable, retrievable, and protected according to their classification and retention requirements. Data destruction methods include secure wiping, degaussing, shredding, and use of dedicated disposal vendors with Certificates of Destruction provided. Paper and electronic media are securely stored prior to destruction, and all processes align with industry standards and regulatory requirements.
- *Provide business continuity and disaster recovery documentation upon request.*
  Business continuity and disaster recovery are supported by a comprehensive, documented six-step disaster recovery plan. This plan targets restoration of business-critical IT and printing functions within 48 hours of a disaster declaration, with clear designation of critical and non-critical functions, recovery teams, vendor and customer notification procedures, and IT recovery protocols. Data centers maintain replication capabilities and meet recovery time and point objectives as defined in client SLAs. All supporting documentation, including the Doxim Business Continuity and Disaster Recovery Plan, is available upon request.

Proposed Method of Doing Work

Contracting process

Doxim reviews the Standard Terms and Conditions upon selection as a potential vendor to ensure alignment with client expectations. Necessary edits are made, and a mutually agreeable agreement is finalized after incorporating required changes.

Configuration process

Configuration is managed by a dedicated Doxim PM and SMEs following contract signing. Key tasks include requirements gathering, solution design, development, integration, and validation. The PM coordinates with client SMEs to capture business and operational requirements and

configure Doxim solutions accordingly. The configuration process prioritizes integration and setup of core solution components, with phased rollout and validation at each stage.

Implementation process and estimated timeline to launch

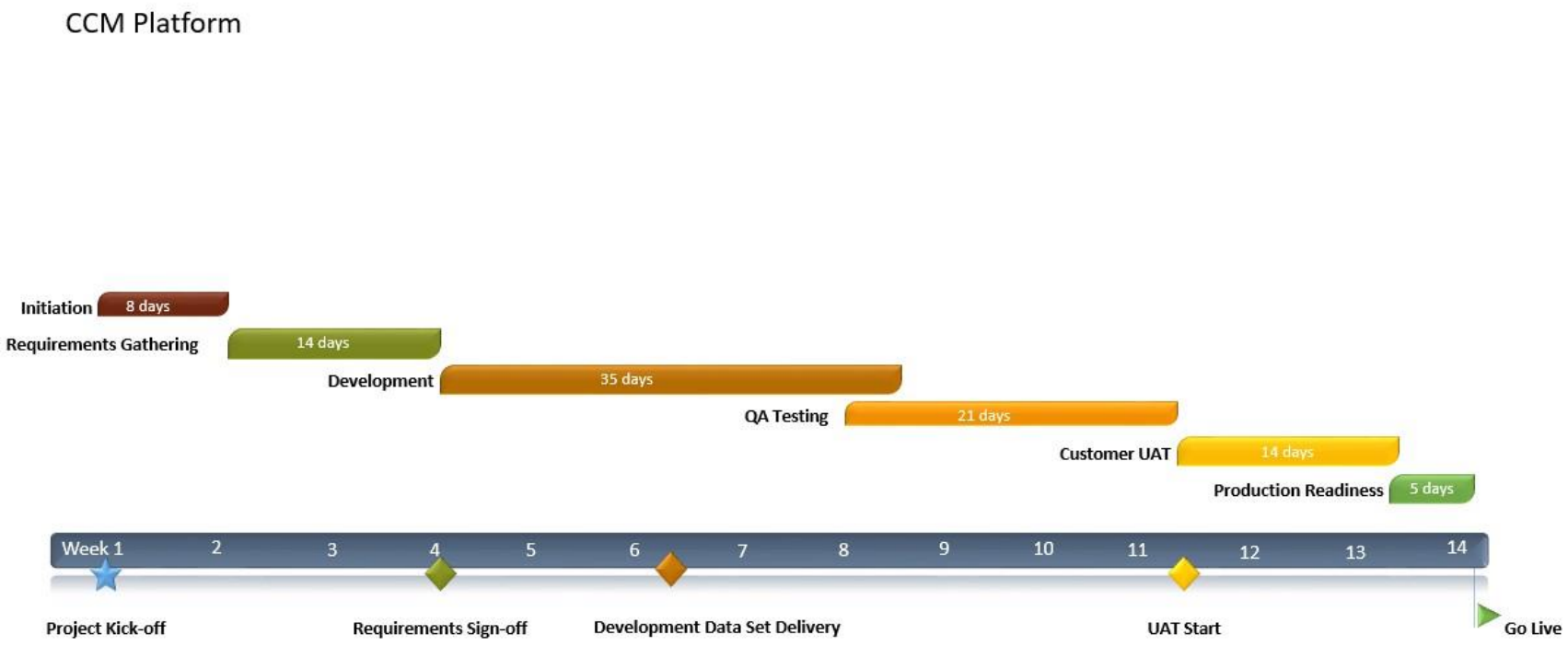
The foundation for our ongoing success in client implementations is built upon a tested and proven transition methodology. Doxim will provide the City with a full scale, end-to-end implementation methodology that will ensure this project will be transitioned on time, on budget, and with no disruption of service.

Upon signature of the contract between our two organizations, a dedicated Doxim PM will be assigned to transition the scope of work into our environment. Throughout the implementation project, regular project meetings will be led by the Doxim PM to ensure the alignment of both our teams.

Our methodology defines business needs at the beginning of the project and maintains visibility throughout the implementation. We will continuously transfer leading-edge knowledge to you based on our experience and involvement with clients similar in size and scope to you.

Below, we have provided a proposed implementation plan for the City (see *Figure 5*). A more detailed project plan and confirmation of your project timeline will be provided as we move through the process and understand your target go live and requirements in full detail.

Figure 5. Sample Implementation Timeline



Our ability to confidently establish timelines, backed by SLA guarantees, is the result of having dedicated expert teams that utilize a well-documented project management methodology. We survey our clients after every project and would be happy to have them talk specifically with you about how we ran their implementation. In addition, we can schedule a demonstration of our project planning process to provide you with better insight into our process.

Training process

Training is incorporated during the implementation phase, including dedicated training sessions and materials for client staff. Doxim provides training on solution usage, operational procedures, and administrative functions. Training is delivered prior to go-live and post-launch as needed, ensuring client teams are fully equipped to operate and manage the solution.

Scheduled maintenance

Technical maintenance and upgrades are strategically scheduled around customer delivery timelines. Preventative maintenance is performed after peak production periods, and system updates are typically conducted mid-month. All planned or unplanned downtime requires review and authorization by the Doxim Change Approval Board (CAB), ensuring thorough testing and contingency planning. Clients are notified of upcoming maintenance, and updates are scheduled to avoid traditional holidays to maximize support and minimize service interruptions.

How new versions (updates) impact currently implemented active versions

Minor software updates are tested and deployed quarterly, including back-end enhancements, features, and security improvements. Clients are notified in advance of any changes. Significant product features and functional improvements are beta tested with selected clients and deployed semi-annually. All key stakeholders receive advance notification of product features and system improvements via email and direct communications through Client Success Managers. Updates are designed to minimize disruption and ensure compatibility with active versions, with thorough testing and validation prior to deployment.

PRICE

Base Services		
Base bill package: processing, 1 full color, duplex printed 23# sheet, standard #9 single window BRE (as required) inserted into standard #10 double window envelope, CASS processing, presort, excludes postage	$0.117	Per package
Additional duplex printed sheet	$0.06	Per sheet
eBill creation, notification with bill access	$0.117	Per record
Doxim CCM portal: production reporting, message management, bill QA/proofing, access to bill archive	$850	Per month
Bill archive with 24 month retention and API access	$0.02	Per document
Bill processing setup fee: new bill template creation, design data mapping, creation of business rules and implementation of products. Estimated at $15,0000, discounted to $5,000.	$5,000	One-time

Optional Services		
Return PDF archives to client	$0.01	Per PDF
Additional inserts, if provided by client	$0.01	Per insert
NCOA	$0.25	Per address change
Special handling/oversized packages	$0.75	Per package
Bill pulls	$12	Per bill pull
Creation/production of additional inserts	Estimated upon request	
Warehousing of client materials	$25	Per skid per SKU per month
Professional services	$180	Per hour
Minimum job run fee	$200	Per job run
Postage	Pass-through	Per USPS rate

DISCLAIMER

All information provided herein, unless otherwise indicated, is of a confidential nature and is being delivered to the City of Bentonville ("Client") on the express understanding that it will be used by Client for the sole purpose of evaluating a proposed business transaction. By accepting receipt of this document, Client agrees that it will keep confidential all information contained herein or made available to Client in connection with the proposed business transaction.

The information provided herein by Doxim is based on specific information contained in the Client's RFP dated August 31, 2025 (the "RFP"). Should any such information provided by Client in the RFP prove to be inaccurate or incomplete, Doxim reserves the right to modify the information and/or responses contained herein. Doxim shall not be liable to Client for any responses, assumptions or information contained in this document, which are based on inaccurate or incomplete information provided in the RFP.

Notwithstanding anything in the RFP or Doxim's response thereto, the information and/or responses contained herein shall not and do not create any obligation on Doxim and are not intended to create legally binding obligations relating to the proposed transaction or the services contemplated herein.

Docusign Envelope ID: 5708611E-2EA1-46F9-9BBA-5CEAAA7B4A0D

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

Contractor/Vendor Disclosure

THIS DOCUMENT MUST BE COMPLETED AND INCLUDED IN ANY SUBMISSION

Company Name: Doxim

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

Immediate Relation includes:

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

OR

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

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

Initial MD Initials

NON-COLLUSION AFFIDAVIT

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

State of Alabama

County of Jefferson

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

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

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

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

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

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

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

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

To be completed by Company (Authorized Representa

Signature of Authorized Representative/Agent: [redacted]

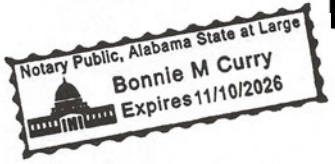
Title (of Authorized Representative/Agent): RVP

To be completed by Notary (include Seal):

Subscribed and sworn before me this: 19th day of September, 20 25

Notary Public Signature: [redacted] My commission expires: 11/10/26

Seal:



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

EXECUTION OF PROPOSAL & ACKNOWLEDGEMENT OF ADDENDA

(REQUIRED RESPONSE FORM)

EXECUTION OF PROPOSAL (REQUIRED)

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

NAME OF FIRM (*Must match W-9*):	PHONE NUMBER:	EMAIL:	
Allison Payment Systems LLC DBA Doxim	(205) 370-5637	mitch.anderson@doxim.com	
BUSINESS STREET ADDRESS:	CITY:	STATE:	ZIP:
2200 Production Drive	Indianapolis, IN 46241	IN	46241
Signed by: [redacted] **PERSON:**		DATE: September 19, 2025	
PRINTED OR TYPED NAME: Mitch Anderson		TITLE: RVP	
ARKANSAS SALES OR USE TAX NUMBER (if applicable): Sales and Use Tax (Account Number): 00167048-SLS			

ACKNOWLEDGEMENT OF ADDENDA (REQUIRED WHEN ADDENDA ISSUED)

Addendum Number	Initials to Acknowledge
*N/A	Initial MA

*No addenda were issued, as all questions and answers were posted directly on the portal.
We acknowledge that we have reviewed all Q&A.

APPENDIX E

RFP-25-48 City of Bentonville's Solicitation

CITY OF BENTONVILLE, ARKANSAS
PURCHASING AND COMPLIANCE DEPARTMENT
ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH STREET BENTONVILLE, AR 72712
(479)-271-3115 – purchasing@bentonvillear.com

FOR PUBLICATION

PUBLICATION DATE: August 31, 2025

NOTICE
Bill Design and Print Services
REQUEST FOR PROPOSALS
(RFP)-25-48

The City of Bentonville, Arkansas is accepting formal, sealed proposals from properly qualified, experienced, licensed and insured providers for bill design and printing services. The selected vendor will be responsible for securely receiving and processing billing data files, producing customer bills in full-color, duplex (two-sided) format, fold, insert, and seal bills into #10 window envelopes, presort and prepare for induction into the U.S. Postal Service (or applicable postal carrier) and providing the City with monthly reports. All services must be delivered in compliance with industry standards for data security, print production, and mail processing, and vendors must demonstrate a proven track record of delivering similar services for the City of Bentonville Utility Billing Department. The awarded Proposer will be required to sign a binding Contract with the City; the awarded Contract will be for a one (1) year term, renewable annually upon mutual written agreement via amendment for a maximum term not to exceed three (3) years. The City reserves the right to award a contract to one or multiple Proposers based on the City's sole determination and in accordance with the City's best interest.

Interested parties can obtain the required Response Packet by emailing purchasing@bentonvillear.com, by calling 479-271-3115, or from the Purchasing and Compliance Department located at the address below. The Response Packet may also be downloaded from the Purchasing and Compliance Page of the City's website (http://www.bentonvillear.com/211/Purchasing) by clicking 'Review Open RFQs and RFPs'; however, the City encourages any Parties whom download the Response Packet to alert the Purchasing and Compliance Department via the contact information above to ensure they receive any issued Addenda or Q&A. Interested Parties should note that there may be a 24-48 hour delay in the Response Packets being uploaded on the City's website from the date of publication.

The **deadline for submission of a Proposal in response to this request is September 25, 2025 at 4:00 PM CST.** Submissions shall only be delivered to the City of Bentonville Purchasing and Compliance Department, located within the City of Bentonville Administrative Services Building, located at 1000 SW 14th Street Bentonville, AR 72712, on the 2nd Floor. All Submissions must be received by the Purchasing and Compliance Department prior to the deadline for submissions stated in this Advertisement and shall be delivered in a sealed envelope and as required in the Response Packet for this solicitation. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit responses at the designated location before the required due date and time. Responses received after the deadline date and time will be considered late and will be rejected, without exception. Proposals which are unsigned will be rejected.

The City of Bentonville encourages all qualified small, minority and women owned business enterprises to submit proposals/bids for City contracts.

All questions must be submitted via written communication only to purchasing@bentonvillear.com. The deadline for questions to be submitted regarding this Request is September 18, 2025 at 4:30 PM CST, after this time the City will only provide clarifications or responses pertaining to items in the Response Documents that do not result in a change or Addendum (see Response Documents for additional information).

Department Responsible for Advertising Costs: Purchasing and Compliance

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

REQUEST FOR PROPOSAL

SOLICITATION INFORMATION			
Proposal Number:	**RFP-25-48**	Date of Issuance:	**August 31, 2025**
Brief Description:	Bill Design and Print Services		
Agency:	The City of Bentonville, Arkansas: Utility Billing Department		

SUBMISSION DEADLINE FOR RESPONSE			
Proposal Submission Deadline: (Date)	**September 25, 2025**	**Proposal Submission Deadline: (Time)**	**4:00 PM CST**

Proposals must be received by the Purchasing and Compliance Department prior to 4:00 PM CST on Thursday, September 25, 2025. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit Proposals at the designated location on or before the Proposal submission deadline. Proposals received after the designated Proposal submission deadline will be considered late and will be rejected.

DELIVERY OF RESPONSE DOCUMENTS	
Delivery Address: *Prospective vendors assume all risk for timely, properly submitted deliveries.	City of Bentonville Administrative Services Building Attn: Purchasing and Compliance Department – 2nd Floor 1000 SW 14th St Bentonville, Arkansas 72712
Proposal's Outer Packaging:	Outer packaging must be sealed and properly marked with the following information: • Proposal Number: **RFP-25-48** • Vendor's name and return address Proposals which must be opened to be identified will be considered incomplete and may be rejected.
Number of Copies for Submission:	**(1) One signed original and one (1) digital** of the Proposal is to be delivered by the specified date and time of the Proposal deadline listed herein. Failure to deliver the specified number of originals will be considered a late submission and will be rejected, without exception. **Submissions may not be submitted via email; digital copies received via email will be deleted upon receipt and will not be acknowledged as submitted.**

CITY OF BENTONVILLE, ARKANSAS PURCHASING AND COMPLIANCE OFFICE CONTACT INFORMATION			
Purchasing and Compliance Manager:	Kelsi Frederick	Purchasing and Compliance Email:	purchasing@bentonvillear.com
Purchasing and Compliance Phone Number:	(479) 271-3115	Purchasing and Compliance Address:	Administrative Services-2nd Floor 1000 SW 14th St. Bentonville, AR 72712

Questions regarding this Proposal should be directed ONLY to the Purchasing and Compliance Department via written communication (email or mail). The deadline for submitting questions related to this Request for Proposal is September 18, 2025 at 4:30 PM CST

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

EXECUTION OF PROPOSAL & ACKNOWLEDGEMENT OF ADDENDA

(REQUIRED RESPONSE FORM)

EXECUTION OF PROPOSAL (REQUIRED)

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

NAME OF FIRM (*Must match W-9*):	PHONE NUMBER:	EMAIL:	
BUSINESS STREET ADDRESS:	CITY:	STATE:	ZIP:
SIGNATURE OF AUTHORIZED PERSON:		DATE:	
PRINTED OR TYPED NAME:		TITLE:	
ARKANSAS SALES OR USE TAX NUMBER (if applicable):			

ACKNOWLEDGEMENT OF ADDENDA (REQUIRED WHEN ADDENDA ISSUED)

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

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

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

SUMMARY: SERVICES & DEADLINES

SUMMARY OF REQUESTED SERVICES

The City of Bentonville, Arkansas is accepting formal, sealed proposals from properly qualified, experienced, licensed and insured providers for bill design and printing services. The selected vendor will be responsible for securely receiving and processing billing data files, producing customer bills in full-color, duplex (two-sided) format, fold, insert, and seal bills into #10 window envelopes, presort and prepare for induction into the U.S. Postal Service (or applicable postal carrier) and providing the City with monthly reports. All services must be delivered in compliance with industry standards for data security, print production, and mail processing, and vendors must demonstrate a proven track record of delivering similar services for the City of Bentonville Utility Billing Department. The awarded Proposer will be required to sign a binding Contract with the City; the awarded Contract will be for a one (1) year term, renewable annually upon mutual written agreement via amendment for a maximum term not to exceed three (3) years.

Interested in submitting?

- Read through this entire Response Packet. This is the City's document for requesting Proposals. It contains important information regarding the Scope of Work, location and the terms and conditions of the work and the contract.
- Submit questions (prior to the deadline listed in this Packet) if you need clarification on something or have specific questions (submit to purchasing@bentonvillear.com).
- If you would like to submit a Proposal, be sure to include information that relates to the Evaluation Criteria listed in this Response Packet (this is how your Proposal will be ranked).
    - You can create your Proposal in the format you choose, include pictures if you want to and choose the method you would like to tell the City about the services you provide and what you are Proposing to the City. Just remember to sign Page 3 of this Packet and your Proposal, and include it when you submit your Proposal.
- Remember that, while the City reserves the right to interview any or all Proposers, the City may select and award the Contract to a Proposer without discussion with the Proposer, so Proposals should be submitted with the most favorable terms.
- Remember to submit your Proposal BEFORE the SUBMISSION DEADLINE. The submission needs to be sealed (as instructed in this Response Packet).

DEADLINES:

- Advertisement Published, Requesting Proposals: August 31, 2025
- **Deadline to Submit Questions: September 18, 2025 (4:30 PM CST)**
- **Deadline to Submit Proposals: September 25, 2025 (4:00 PM CST)**

**The hard copy Submission must be delivered prior to the deadline date/time in a SEALED envelope.*

PROPOSALS CANNOT BE EMAILED.

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

SCOPE OF WORK

The City of Bentonville, Arkansas is accepting formal, sealed proposals from properly qualified, experienced, licensed and insured providers for bill design and printing services. The selected vendor will be responsible for securely receiving and processing billing data files, producing customer bills in full-color, duplex (two-sided) format, fold, insert, and seal bills into #10 window envelopes, presort and prepare for induction into the U.S. Postal Service (or applicable postal carrier) and providing the City with monthly reports. All services must be delivered in compliance with industry standards for data security, print production, and mail processing, and vendors must demonstrate a proven track record of delivering similar services for the City of Bentonville Utility Billing Department. The awarded Proposer will be required to sign a binding Contract with the City; the awarded Contract will be for a one (1) year term, renewable annually upon mutual written agreement via amendment for a maximum term not to exceed three (3) years.

1. Data Management & Pre-Production

- Securely receive and process billing data files from The City in the agreed format.
- Perform data validation, cleansing, and postal address standardization (CASS certification, NCOA updates).
- Apply approved bill templates, logos, and formatting in compliance with City's branding guidelines. Conduct pre-production proofing for City review and approval prior to live production.
- Provide seamless integration with Invoice Cloud for PDF presentment to ensure bills are available electronically in the customer portal.
- Interface directly with CentralSquare Technologies' Naviline CIS system to support data transfer, formatting, and ongoing operational compatibility.

2. Printing & PDF Bill Design

- Produce customer bills in full-color, duplex (two-sided) format. Bill Layout:
  a) Front Page: Provide a clear summary of account information, balance due, due date, and payment options. Include a Message Center section capable of delivering tailored communications to customers either at the individual account level or globally to all customers.
  b) Back Page: Display detailed service usage information (e.g., meter readings, consumption history, service breakdowns).
- Ensure print and electronic versions match in layout and content.
- Provide a secure portal for City staff to manage Message Center communications, including scheduling, targeting, and content approval.
- Integrate additional inserts, flyers, or regulatory notices as requested.

3. Finishing & Mailing

- Fold, insert, and seal bills into #10 window envelopes (or other City-approved envelope stock). Match mailing components using barcode verification or equivalent integrity controls.
- Presort and prepare mail for induction into the U.S. Postal Service (or applicable postal carrier) with optimized postage rates.
- Provide confirmation of delivery to postal services with daily/weekly reconciliation reports.

4. Quality Assurance

- Maintain 99.9% or higher accuracy for print-to-mail match.
- Implement sample audits and random pulls for quality checks.
- Track and report on production issues, misprints, or undeliverables.
-

5. Reporting & Customer Support

- Provide monthly reports summarizing print volumes, postage usage, and undeliverables.
- Maintain service logs and performance metrics to ensure compliance with agreed Service Level Agreements (SLAs).
- Provide City with a designated account manager and support team for issue resolution.

6. Security & Compliance

- Handle all City data in compliance with applicable data security regulations (e.g., SOC 2, PCI DSS, HIPAA if applicable).
- Maintain secure facilities and processes for data transfer, storage, and destruction.
- Provide business continuity and disaster recovery documentation upon request.

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Required Response Information

Responses to this Request for Proposals are required to, but are not limited to include the following information:

1. General Requirements:

Demonstrate the qualifications, competence and capacity of the firm seeking to perform the services listed herein and provide the necessary items to do so and as requested.

The response should be prepared simply and economically, providing a straightforward, concise description of the Proposer's capabilities to satisfy the requirements set forth in this RFP and in the SCOPE OF WORK.

2. References for Similar Engagements:

Please provide at least three (3) references and descriptions for similar engagements that the Proposer has completed. References must include the customer's business name, primary contact name, address and telephone number. References may be contacted by the City as part of the evaluation process.

3. Key Information:

In addition to responding to all aspects set forth in the SCOPE section of this RFP, Proposers should pay special attention to demonstrating their ability to furnish a comprehensive project management software, as specified in this RFP.

4. Proposed Method of Doing Work

In addition to responding to all aspects set forth in the SCOPE section of this RFP, Proposers must include a description of the following:

- Contracting process
- Configuration process
- Implementation process and estimated timeline to launch
- Training process
- Scheduled maintenance
- How new versions (updates) impact currently implemented active versions

5. Capacity and Estimated Timeline:

The Proposal shall include a summary of the Proposer's capacity and availability to undertake this project and provide the software solution. This information shall include a summary of current availability for configuration and implementation, as well as an estimated timeline for implementation.

6. Subcontracting, Partnerships, or Additional Requirements:

If the Proposer intends to hire additional entities as subcontractors to assist with the goals outlined in this RFP, those entities should be identified, including a summary of their current availability and qualifications to provide the subcontracted services and/or elements.

If the Proposer is proposing to deliver the software solution to the City as part of partnership with another entity, that partnership shall be described in their response, and shall include similar information related to qualifications and capability as described throughout this RFP.

If there are required elements of the software solution, such as implementation being sourced separately from the software provider, or other required elements which will not be included in the submitting entity's Proposal/Contract, those elements must be clearly defined with information included regarding where the element occurs in the timeline, as well as a description of integrating the elements with the software solution.

7. Demonstrations Available (Demo):

Top-rated Proposers will be required to provide a more in-depth and comprehensive demonstration to fully showcase the functionality and features of the Bill Design, Printing, and Mailing Software they are proposing. (via USB Flash Drive, CD, or reputable shareable link), or may work with the City to schedule a live demonstration. Scheduled demonstrations must have the capability of being recorded to allow City staff to share internally as needed. The Final Demonstration should be no longer than two (2) hours.

8. Proposed Cost of Performing Services:

The Proposed Cost of Performing the services, as specified herein, shall be conveyed through **Appendix C Pricing Model**. All costs shall be conveyed rounded to the nearest cent.

All Proposed Costs of Performing Services shall be inclusive of, but not limited to: all tax, and fees to the City of Bentonville, Arkansas.

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

Proposers should address each of these factors in their Submission for the Committee's review when ranking.

These Evaluation Factors will be used by the Selection Committee to rank each Proposal. Each Evaluation Factor has a point value (Ex. 25 points); the Selection Committee Members will use this to rank the Proposer/Submission based on the number of points possible (ex. 1 =lowest/25=highest). Additional information or interviews may be requested from the three Proposers deemed to be the most highly qualified to provide the services, based on the Evaluation Scores. A Contract will be negotiated with the Proposer ranked the most qualified by the Selection Committee.

Point Value: 20

1. Response

- How complete, thorough and responsive the Proposer is to the Request for Proposal and documents.

Point Value: 30

2. Qualifications: Experience, Competence and Capacity

- Proposer's experience, competence, and capacity for performance of the services.
- The Proposer should take special care to convey to the City their ability to meet, or exceed, all requirements as stated herein and that are standard to the services described herein.
- Proposer's short and long-term approach and method for supporting the product; including maintenance, upgrades, project management teams, implementation methodology, after-hours availability, on-going support, and approach to general support structures.
- Proposer's should provide past experience, including but not limited to:
  - References, as described in the Required Responses Section of this RFP.
- Previous experience and success in implementations to similar governmental entities will be a significant factor.Past performance includes, but is not limited to quality of work, timely performance, diligence and any other important information.
- Proposers **ARE REQUIRED** to provide a list of similar jobs performed and contact information for each job (references).

Point Value: 30

3. Method of Doing Work

- The Proposal must set forth the proposed method of doing work, as described herein (Scope of Work and other sections) and as standard to performing the services described in this Request for Proposals.

Point Value: 20

5. Price

- The Proposed Cost of Services, as described herein.
- All-inclusive pricing for the software solution, including a detailed description of each cost. All costs shall be conveyed as a line item as specified in Appendix C. Deviation from using this Pricing Model may be considered failure to be responsive and the Proposal may be rejected.

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TERMS & CONDITIONS

1. Firms responding to this Request for Proposal ("RFP") must submit their Proposals prior to the deadline provided herein.
2. The City of Bentonville, Arkansas will be referred to as "City". The Proposer submitting a Proposal in response to this RFP will be referred to as "Proposer", "Submitter", "Provider", or "Contractor" periodically throughout this RFP.
3. Proposals must be submitted in a sealed package or envelope, clearly listing the following information on the outer envelope:
    - **RFP Number:** RFP-25-48
    - **Proposer's Information:** Name and address

    No telephone, electronic, or facsimile Proposals will be considered.
4. Proposers shall include all information in the Required Response Section of this RFP, as well as any additional information of their choosing.

    There are no Proposal format restrictions, except as stated herein.
5. The City reserves the right to:
    - Reject any and all Proposals received as a result of this RFP.
    - Waive or decline to waive any informalities and any irregularities in any Proposal or responses received.
    - Adopt all or any part of the Proposal.
    - Negotiate changes in the scope of work or services to be provided.
    - Withhold the award of contract.
    - Select the Proposer it deems to be in the best interest of the City and most qualified to fulfill the needs of the City. The Proposer with the lowest costs offered may not necessarily be selected for award.
6. Any and all inquiries or requests for explanation in regard to the City's requirements, or any other information pertaining to this Request for Proposal, should be made to the Purchasing and Compliance Office via the information on page one (1) of this RFP document. Only written requests will be considered. No oral interpretations or clarifications will be given as to the meaning of any part of this RFP. All questions, clarifications, and requests, together with answers, if any, will be provided to all firms that have indicated an interest or intention to submit proposals, but the names of any firms submitting any questions, clarifications, or requests will not be disclosed until after the deadline for submitting Proposals.
7. It shall be clearly understood that any costs incurred by the Proposer in responding to this Request for Proposal is at the Proposer's risk and expense as a cost of doing business. The City is not responsible for any reimbursement to the Proposer for any expense so incurred, regardless of acceptance of Proposal or issuance of award.
8. All Proposals and other materials submitted shall become the property of the City.

9. Any conditions or expectations on the part of the Proposer for performance by the City Of Bentonville must be set forth in the Proposal. The City is not obligated to consider the Proposer's post submittal terms and conditions.
10. This Proposal must contain the signature of a duly authorized officer or agent of the Proposer's company empowered with the right to bind and negotiate on behalf of the Proposer for the amounts and terms proposed.
11. Any information provided herein is intended to assist the Proposer in the preparation of Proposals necessary to properly respond to this RFP. This RFP is designed to provide the qualified Proposers with sufficient basic information to submit Proposals meeting minimum specifications and test requirements, but is not intended to limit an RFP's content or to exclude any relevant or essential information.
12. At the discretion of the City, one or more Proposers may be asked for more detailed information before final ranking and/or award of the Proposal.
13. The selected Proposer will exercise due professional care in understanding the type of engagement and in performing the services described herein.
14. While the City reserves the right to interview any or all Proposers, award of a contract may be made without discussion with Proposer after proposals are received. Proposals should, therefore, be submitted on the most favorable terms available.
15. The City of Bentonville requires all vendors and contractors doing business with the City not to discriminate against any person on the basis of race, age, color, religion, sex, ancestry, non-job-related handicaps, or national origin.
16. **Restriction of Boycott of Israel:** Pursuant to Arkansas Code Annotated § 25-1-503, a public entity shall not enter into a contract valued at $1,000 or greater with a company unless the contract includes a written certification that the person or company is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel. By signing the execution of bid section, the Contractor agrees and certifies that they do not boycott Israel and will not boycott Israel during the remaining aggregate term of the contract.
17. **Term:** The term of the awarded Contract is a one (1) year term, renewable annually upon mutual written agreement via amendment for a maximum term not to exceed three (3) years. There shall be no change in the terms of the contract during the original contract term, or any renewal term thereafter, unless mutually agreed upon in writing and in accordance with the City of Bentonville Purchasing and Compliance Policy and applicable laws.
18. **Insurance:** Provider may be required to maintain insurance and provide proof of such. Provider is responsible for maintaining insurance for themselves, their employees or independent contractors, as applicable and as required by law, such as Workers Compensation.
19. **Criminal Background Checks:** The awarded Proposer and any employee or representative of the awarded proposal who will be performing work under the awarded contract may be subject to a criminal background check, to be administered by the City of Bentonville.
20. **Credit Report:** The awarded Proposer may be subject to a credit check, performed by the City of Bentonville.

21. **Timeline:** The City intends to award the contract at the October 14, 2025 Council Meeting, however this date is subject to change, an estimate, and is not guaranteed.

22. **Investigation:** It shall be the responsibility of the Proposer to make any and all investigations necessary to become thoroughly informed of what is required and specified in the Proposal. No plea of ignorance by the Proposer of conditions that exist or may hereafter exist as a result of failure or omission on the part of the Proposer to make necessary examinations and investigations will be accepted as a basis for varying the requirements of the City of the compensation to the Proposer or performance of the Contract.

    Each Proposer submitting a Proposal is responsible for examining the complete Proposal package and any Addenda, and is responsible for informing itself of all of the conditions that might in any way affect the cost of the performance of any work or requirements related to the work described herein. Failure to do so will be at the sole risk of the Proposer.

23. **Proposer Qualifications:** The City reserves the right to award Contract to the highest rated Proposer, as determined through Proposal evaluation and the evaluation criteria, who furnishes evidence satisfactory to the City that Proposer has the necessary abilities, experience, equipment, and financial and physical resources available to fulfill the conditions of the contract and execute the work.

    In determining the responsibility of any Proposer, the City reserves the right and may take into account other factors in addition to financial responsibility, such as past records of its or other entities transactions with the Proposer, experience, ability to complete performance within the necessary time limits, and other pertinent considerations such as, but not limited to, reliability, reputation, competency, skill, efficiency, facilities and resources. The Proposal will be awarded in the City's best interests based on these and other legally-allowable considerations.

    The City reserves the right and may make any investigations deemed necessary to determine the ability of the Proposer to perform the work. The Proposer agrees to furnish any information and data requested by the City for this purpose.

    The City reserves the right to and may require the Proposer to provide proof of its capability to perform the work as described and required herein; however, prequalification of the Proposer shall not be required.

24. **Cancellation/Rescheduling:** The City reserves the right to cancel the whole or any part of the Contract if the Contractor fails to perform any of the provisions of the Contract or fails to pick up material as specified. The Contractor will not be liable to perform if situations arise by reason of strikes, acts of God or public enemy, acts of the City, fires or floods.

25. **Taxes and Other Costs:** The Proposer is responsible, and the City expects Proposer, to pay all relevant/applicable taxes (including City, State and Federal) and all other costs associated with doing business.

26. Copyrights: By submitting a Proposal, the Proposer certifies that no products offered to the City infringe upon any copyrights and furthermore that Proposer owns all rights to the products or owns the right to sell (and/or resale) the products provided under the awarded Contract. The awarded Proposer(s) shall solely responsible for any copyright infringement or any other recourse sought against them for the sale or use of any products or graphics provided under the Contract.

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CITY OF BENTONVILLE, ARKANSAS
PURCHASING AND COMPLIANCE DEPARTMENT
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APPENDIX A
VENDOR DISCLOSURE
(REQUIRED RESPONSE DOCUMENT)

CITY OF BENTONVILLE, ARKANSAS
PURCHASING AND COMPLIANCE DEPARTMENT
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Contractor/Vendor Disclosure

THIS DOCUMENT MUST BE COMPLETED AND INCLUDED IN ANY SUBMISSION

Company Name: _____

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

Immediate Relation includes:

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

_____

_____

_____

_____

OR

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

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

_____ Initials

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

APPENDIX B

NON-COLLUSION AFFIDAVIT

(REQUIRED RESPONSE DOCUMENT)

NON-COLLUSION AFFIDAVIT

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

State of _____

County of _____

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

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

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

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

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

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

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

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

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

Signature of Authorized Representative/Agent: _____

Title (of Authorized Representative/Agent): _____

To be completed by Notary (include Seal):

Subscribed and sworn before me this: _____day of _____, 20_____

Notary Public Signature: _____My commission expires: _____

Seal:

APPENDIX F

RFP-25-48
Evaluation Form

CITY OF BENTONVILLE PURCHASING AND COMPLIANCE OFFICE

RFP-25-48

BILL DESIGN AND PRINT SERVICES

PROPOSERS SELECTED FOR EVALUATION	SELECTION COMMITTEE MEMBERS				TOTAL (auto calc)
	Committee Member 1	Committee Member 2	Committee Member 3	Committee Member 4	
Data Forms, Inc.	61	77	70	45	253
DOXIM	83	95	96	80	354
Peretrine Services, Inc.	53	75	64	35	227
Technical Programming Services, Inc.	58	88	82	55	283
The Master's Touch, LLC.	78	82	93	75	328

SCORE SUMMARY		TOP RATED FIRM	
Data Forms, Inc.	253	1	DOXIM
DOXIM	354	2	The Master's Touch, LLC.
Peretrine Services, Inc.	227	3	Technical Programming Services, Inc.
Technical Programming Services, Inc.	283		
The Master's Touch, LLC.	328		

Results Tabulated On 10/13/2025

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

Notes:

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

EVALUATION VERIFICATION

[redacted]

Tanya Moore
Purchasing and Compliance Specialist

[redacted]

Kelsi Frederick
Purchasing and Compliance Manager

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH DOXIM, PER THE UNIT PRICING, FOR BILL DESIGN AND PRINT; AND FOR OTHER PURPOSES.

WHEREAS, the need has arisen for the City of Bentonville to enter into a contract with Doxim for Bill Design and Print for the City Utility Billing Department.

WHEREAS, this firm was selected by the City's standard RFP solicitation and selection process.

WHEREAS, no budget adjustment is necessary.

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

Section 1: The Mayor and City Clerk are authorized to enter into an agreement with Doxim, per the unit pricing, for the Bill Redesign and Print Services for the Utility Billing Department,

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

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

PASSED and APPROVED this _____ day of _____, 2025.

APPROVED:

_____
STEPHANIE ORMAN, MAYOR

ATTEST:

_____
MALORIE MARRS, CITY CLERK

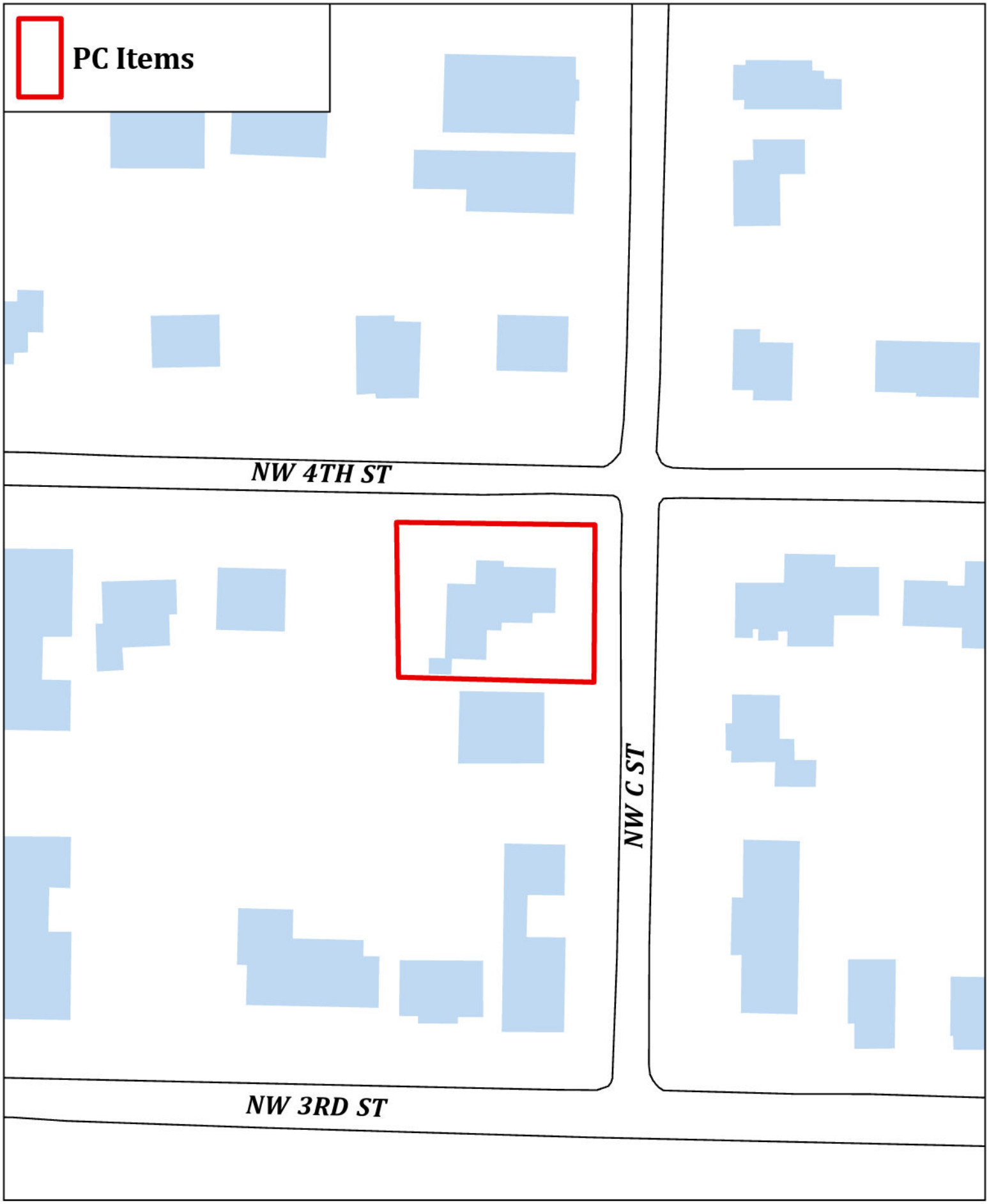
Consent Agenda Item

For the City Council meeting on December 9, 2025

Details

Property Line Adjustment: Lots 1 & 2, Block 7, Deming's Addition, Creating Lot 23, Block 7, Deming's Addition. 305 Northwest C Street, R-1, Low Density Single Family Residential, PLA25-0028.

A Property Line Adjustment of Lots 1 and 2 of Deming's Addition, Block 7, Creating Lot 23 of Deming's Addition, Block 7. The plat is dedicating a 10-foot-wide utility easement along Northwest C and Northwest 4th Streets. The plat is also dedicating 264 square feet of right-of-way along Northwest C Street.

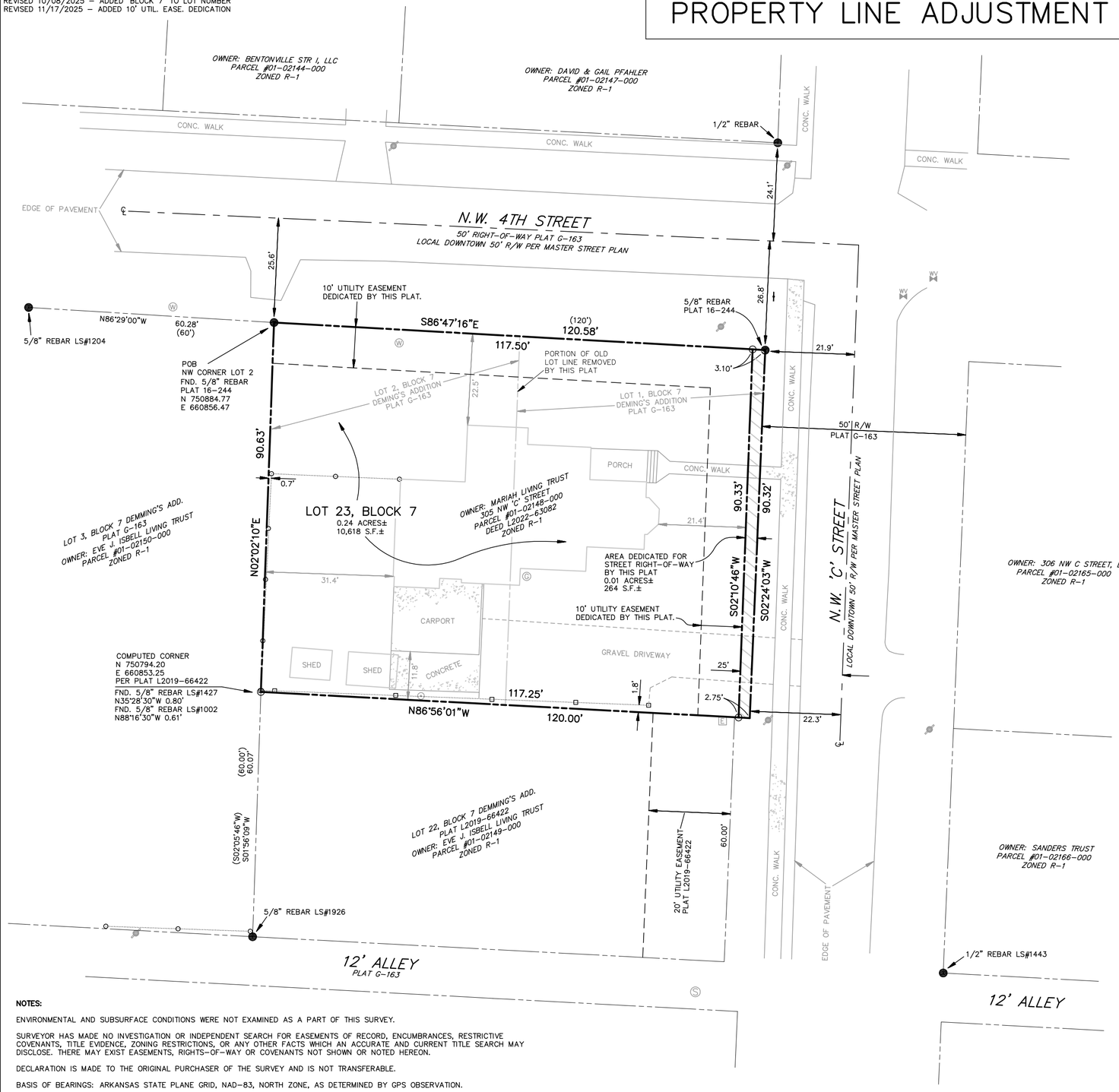


N
W E
S

PLA25-0028
Creating Lot 23 Block 7 Demings Addt
305 NW C St

REVISED 9/29/2025 – 1ST REVIEW COMMENTS
REVISED 10/08/2025 – ADDED 'BLOCK 7' TO LOT NUMBER
REVISED 11/17/2025 – ADDED 10' UTIL. EASE. DEDICATION

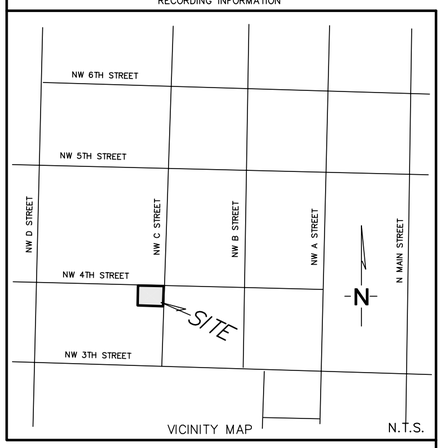
PROPERTY LINE ADJUSTMENT PLAT



CITY AND UTILITY CONTACT INFORMATION:

a. Black Hill Energy: Josh Knight
1301 Federal Way,
PO Box 2129, Lowell, AR 72745
(479) 721-4543
Joshua.knight@blackhillscorp.com
b. AT&T: Brent Baldwin
1133 E. Harold St.,
Fayetteville, AR 72701,
(479) 200-9022 or (479) 571-6609
bb6585@att.com
c. Cox Communications: Timothy Goss
4901 S. 48th Street,
Springdale, AR 72762
(479) 651-5583
timothy.goss@cox.com
d. Fire Dept.: City of Bentonville, Justin Scantlin
800 SW A Street
Bentonville, AR 72712
(479) 271-5927 or (479) 685-1096
e. Street Dept.: City of Bentonville, Tony Davis
3200 SW Municipal Drive,
Bentonville, AR 72712
(479) 271-3130
f. Water Dept.: City of Bentonville, Beau Tompson
3200 SW Municipal Drive,
Bentonville, AR 72712
(479) 271-3140
g. Electric Dept.: City of Bentonville
3200 SW Municipal Drive,
Bentonville, AR 72712
(479) 271-3135 ext. 2
h. Wastewater Dept.: City of Bentonville, Chris Earl
1901 NE A Street
Bentonville, AR 72712
Re: Review Complete for PLA25-0019
3 of 4 7/15/25, 5:56 AM
(479) 271-3161
i. Planning Dept.: City of Bentonville, Tyler Overstreet
305 SW A Street
Bentonville, AR 72712
(479) 271-3122
j. Building and Fire Safety: City of Bentonville, Brad Arnold
305 SW A Street
Bentonville, AR 72712
(479) 271-3108
k. City Engineer.: City of Bentonville, Ellen Norvell
3200 SW Municipal Drive
Bentonville, AR 72712
(479) 271-5993
l. Stormwater: City of Bentonville, Alison West
3200 SW Municipal Drive
Bentonville, AR, 72712
(479) 271-6719

RECORDING INFORMATION



CERTIFICATE OF APPROVAL

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

DATE OF EXECUTION _____

_____
BENTONVILLE PLANNING COMMISSION CHAIRMAN

_____
MAYOR CITY OF BENTONVILLE

_____
CITY CLERK, CITY OF BENTONVILLE

CERTIFICATE OF OWNERSHIP

WE THE UNDERSIGNED, OWNERS OF THE REAL ESTATE SHOWN AND DESCRIBED HEREIN, DO HEREBY CERTIFY THAT WE HAVE LAID OFF, PLATTED, AND SUBDIVIDED AND DO HEREBY LAY OFF, PLAT, SUBDIVIDE SAID REAL ESTATE IN ACCORDANCE WITH THIS PLAT AND DO HEREBY DEDICATE TO THE USE OF THE PUBLIC THE STREETS, ALLEYS, DRIVES, EASEMENTS, ETC. AS SHOWN & NOTED ON SAID PLAT. WE HEREBY GRANT TO THE CITY OF BENTONVILLE A BLANKET AVIGATION EASEMENT OVER THE ENTIRETY OF THIS PROPERTY LINE ADJUSTMENT PURSUANT TO MUNICIPAL CODE SECTION 401.12 AND 401.13.

DATE OF EXECUTION _____

_____ _____
PRINTED NAME SIGNED

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

_____ _____
NOTARY PUBLIC MY COMMISSION EXPIRES

OWNER:
MARIAH LIVING TRUST
305 NW C STREET
BENTONVILLE, AR 72712

CERTIFICATE OF SURVEYING ACCURACY

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

DATE OF EXECUTION: 11/17/2025

REGISTERED
STATE OF ARKANSAS
NO.1286
SIGNATURE
THOMAS F. COSTELLO
PROFESSIONAL LAND SURVEYOR

REGISTERED LAND SURVEYOR, NO, 1286
STATE OF ARKANSAS

500-20N-30W-0-30-240-04-1286

LEGEND

- FOUND MONUMENT AS NOTED
- SET 1/2" REBAR W/CAP
- PROPERTY LINE
- EASEMENT LINE
- CENTERLINE PAVEMENT
- CHAIN-LINK FENCE
- WOOD FENCE
- WATER METER
- GAS METER
- UTILITY POLE
- SANITARY MANHOLE
- CENTERLINE
- WATER VALVE
- STREET STOP SIGN
- ELETRIC RISER
- PVC RISER

NOTES:

ENVIRONMENTAL AND SUBSURFACE CONDITIONS WERE NOT EXAMINED AS A PART OF THIS SURVEY.

SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, TITLE EVIDENCE, ZONING RESTRICTIONS, OR ANY OTHER FACTS WHICH AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE. THERE MAY EXIST EASEMENTS, RIGHTS-OF-WAY OR COVENANTS NOT SHOWN OR NOTED HEREON.

DECLARATION IS MADE TO THE ORIGINAL PURCHASER OF THE SURVEY AND IS NOT TRANSFERABLE.

BASIS OF BEARINGS: ARKANSAS STATE PLANE GRID, NAD-83, NORTH ZONE, AS DETERMINED BY GPS OBSERVATION.

COUNTY JUDGMENT/COURT RECORDS WERE NOT EXAMINED AS A PART OF THIS SURVEY.

ONLY ABOVE GROUND VISIBLE UTILITIES WERE LOCATED. UNDERGROUND UTILITY LOCATIONS SHOWN HEREON ARE BASED ON ABOVE GROUND IMPROVEMENTS, CITY GIS UTILITY LOCATIONS OR PAINT MARKINGS ON THE GROUND. LOCATIONS OF UNDERGROUND UTILITIES MAY VARY FROM LOCATIONS SHOWN HEREON. OTHER UNDERGROUND UTILITIES MAY EXIST NOT SHOWN HEREON.

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

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

ALL SIDEWALKS SHALL BE INSTALLED BY THE TIME FRAMES SET FORTH IN 900.08 OF THE STREET SPECIFICATIONS

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

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

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

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

NO BED ELECTRICAL EQUIPMENT MAY BE LOCATED BEHIND A FENCE.

THIS PLAT CREATES A SINGLE LOT FROM PART OF TWO LOTS.

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.

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

FLOOD NOTE

THE HEREON DESCRIBED PROPERTY IS LOCATED WITHIN ZONE "X"
(AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN)
AS DETERMINED BY SCALING FROM THE NATIONAL FLOOD INSURANCE
PROGRAM, FLOOD INSURANCE RATE MAP FOR BENTON COUNTY,
ARKANSAS. MAP NUMBER: 05007C0090 J.
MAP EFFECTIVE DATE: SEPTEMBER 28, 2007.

PARENT PARCEL DESCRIPTION (TAKEN FROM WARRANTY DEED L2022-63082)

LOTS 1 AND 2, BLOCK 7, DEMING'S ADDITION, TO THE CITY BENTONVILLE, ARKANSAS, AS SHOWN ON PLAT RECORDED IN PLAT BOOK B, AT PAGE 24, PLAT RECORDS OF BENTON COUNTY, ARKANSAS, LESS & EXCEPT THE SOUTH 60.00 FEET TO SAID LOTS 1 AND 2. SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD AND THE ZONING AND PLANNING ORDINANCES OF THE CITY OF BENTONVILLE.

LOT 23, BLOCK 7 DESCRIPTION

PART OF LOTS 1 AND 2, BLOCK 7 DEMMING'S ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS, AS SHOWN IN SURVEY RECORD BOOK 'G' AT PAGE 163. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 2; THENCE S86°47'16"E ALONG THE NORTH LINE OF SAID LOTS 2 AND 1 FOR 117.50 FEET; THENCE LEAVING SAID NORTH LINE OF LOTS 2 AND 1, S02°10'46"W 90.33 FEET TO THE NORTH LINE OF THE SOUTH 60 FEET OF SAID LOTS 1 AND 2; THENCE N86°56'01"W ALONG SAID NORTH LINE OF THE SOUTH 60 FEET OF LOTS 1 AND 2 FOR 117.25 FEET TO THE WEST LINE OF SAID LOT 2; THENCE N02°02'10"E 90.63 FEET TO THE POINT OF BEGINNING. CONTAINING 0.24 ACRES OR 10,618 SQUARE FEET, MORE OR LESS. SUBJECT TO ANY EASEMENTS, RIGHTS-OF-WAY OR COVENANTS OF RECORD OR FACT.

PROPERTY LINE ADJUSTMENT PLAT

PART OF LOTS 1 & 2, BLOCK 7, DEMING'S ADDITION
– CREATING –
LOT 23, BLOCK 7
DEMING'S ADDITION TO THE CITY OF BENTONVILLE

Costello Land Surveying
4342 E. STATE HIGHWAY 90
PINEVILLE, MO. 64856
(417) 226-4524

SHEET 1 OF 1	DRAWING: ADJUST	FIELD DATE: 09-18-25	JOB NO. 25109
ATLAS PAGE # 361		CITY PROJECT # PLA25-0028	

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF LOTS 1 & 2, BLOCK 7 OF DEMING'S ADDITION CREATING NEW LOT 23, BLOCK 7 OF DEMING'S ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS; AND FOR OTHER PURPOSES.
(PROJECT NUMBER: PLA25-0028)

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the property line adjustment of LOTS 1 & 2, BLOCK 7 OF DEMING'S ADDITION creating new LOT 23, BLOCK 7 OF DEMING'S ADDITION to the City of Bentonville, Benton County, Arkansas was submitted to the Bentonville Planning Commission on December 2, 2025;

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

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

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

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

Section 1: That the property line adjustment of LOTS 1 & 2, BLOCK 7 OF DEMING'S ADDITION creating new LOT 23, BLOCK 7 OF DEMING'S ADDITION to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes;

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

ATTEST:

_____
Stephanie Orman, Mayor

_____
Malorie Marrs, City Clerk

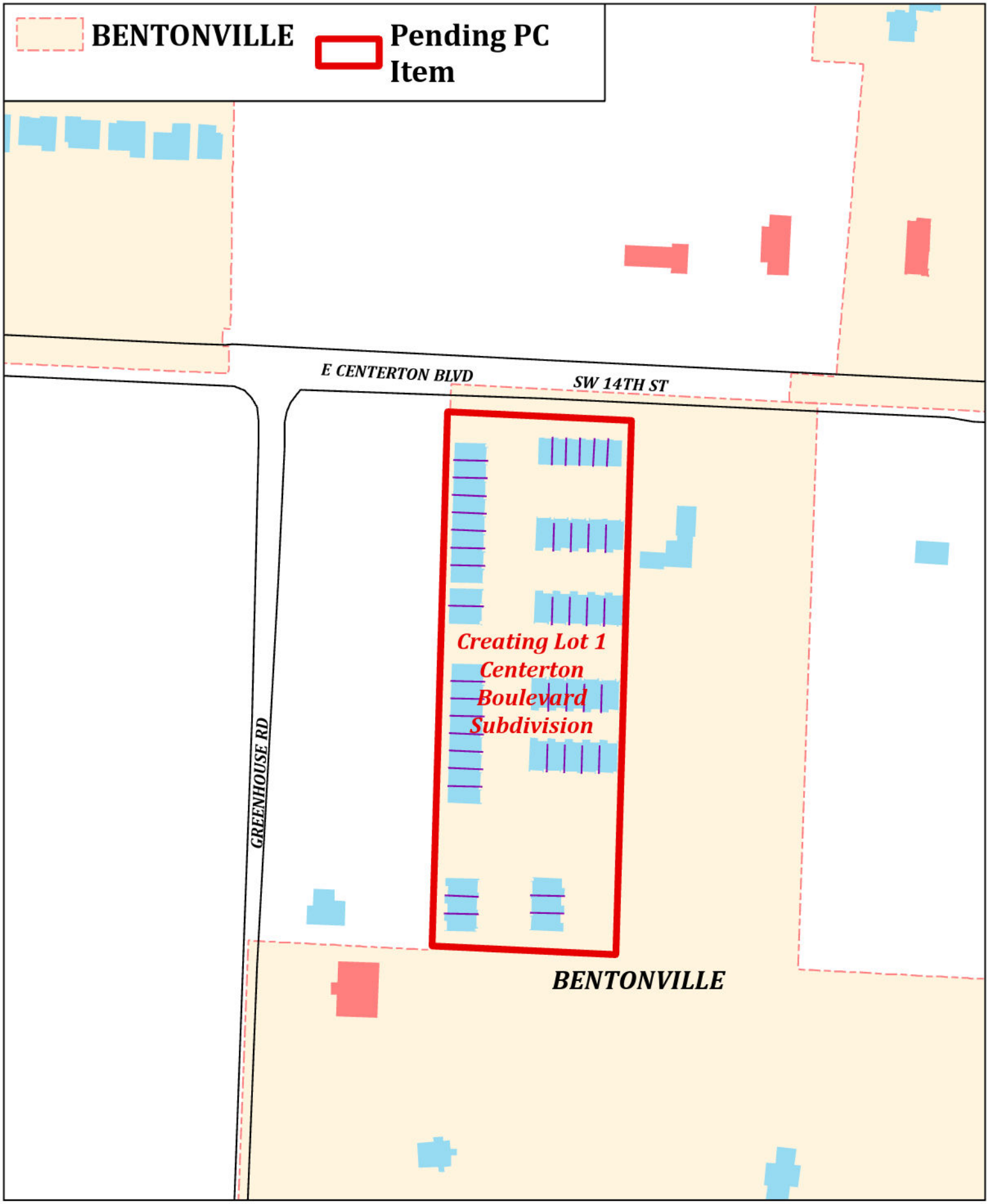
Consent Agenda Item

For the City Council meeting on December 9, 2025

Details

Lot Split: Lot 1 of Centerton Boulevard Subdivision, C-2, General Commercial, LSD25-0020.

The plat is dedicating a 25' general utility easement along the north boundary of the property, and a blanket right-of-way easement for rights of ingress/egress to Carroll Electric for constructing and maintaining electricity lines. This plat also dedicating a drainage easement approximately 0.75 acres in the southeast corner of the property, and an access easement 0.60 acres in size that spans the length of the property from north to south. This site has direct access to Arkansas State Highway 102/SW 14th Street.

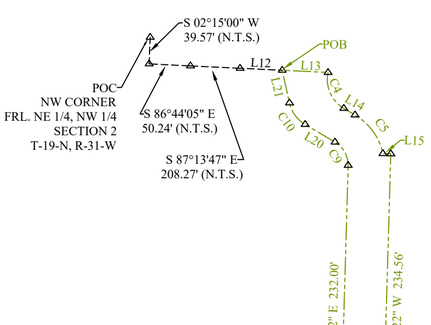


N
W E
S

LS25-0012
Centerton Boulevard Subdivision
3331 SW 14th St

LOT SPLIT CREATING NEW LOT 1, OF CENTERTON BOULEVARD SUBDIVISION

ACCESS EASEMENT DETAIL (NOT TO SCALE)



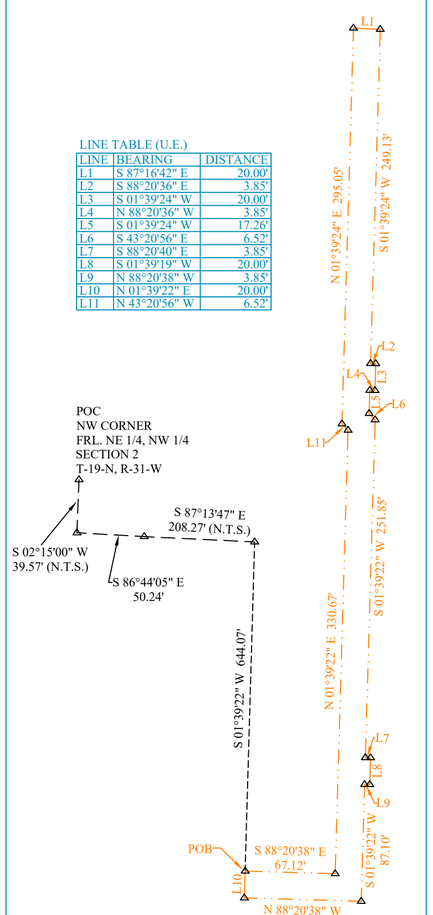
LINE TABLE (A.E.)

LINE	BEARING	DISTANCE
L12	S 87°15'37" E	31.44'
L13	S 87°16'51" E	34.20'
L14	S 59°24'13" E	9.75'
L15	S 88°20'38" E	5.82'
L16	S 88°20'38" E	4.92'
L17	S 88°20'38" E	5.00'
L18	N 88°20'38" W	5.00'
L19	N 87°18'06" W	31.51'
L20	N 59°24'13" W	25.82'
L21	N 12°36'38" W	24.93'

CURVE TABLE (A.E.)

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE	TANGENT
C4	25.00'	31.17'	29.19'	S 23°40'53" E	71°26'41"	17.98'
C5	44.50'	36.54'	35.52'	S 35°52'51" E	47°02'45"	19.37'
C6	24.50'	20.64'	20.03'	N 22°28'26" W	48°15'46"	10.97'
C7	31.00'	48.31'	43.57'	N 01°57'27" W	89°17'43"	30.62'
C8	24.50'	17.55'	17.17'	N 22°10'21" E	41°02'07"	9.17'
C9	20.01'	20.85'	19.92'	N 29°33'11" W	59°41'20"	11.48'
C10	25.00'	20.42'	19.85'	N 36°00'26" W	46°47'35"	10.82'

UTILITY EASEMENT DETAIL (NOT TO SCALE)



LINE TABLE (U.E.)

LINE	BEARING	DISTANCE
L1	S 87°16'42" E	20.00'
L2	S 88°20'36" E	3.85'
L3	S 01°39'24" W	20.00'
L4	N 88°20'36" W	3.85'
L5	S 01°39'24" W	17.26'
L6	S 43°20'56" E	6.52'
L7	S 88°20'40" E	3.85'
L8	S 01°39'19" W	20.00'
L9	N 88°20'38" W	3.85'
L10	N 01°39'22" E	20.00'
L11	N 43°20'56" W	6.52'

LAST SITE VISIT:
MARCH 18, 2025

ATLAS PAGE:
442

PROPERTY ZONED:
C-2

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

C.O.B.
ZONE D (4) TRAFFIC
PATTER ZONE (TPZ)
ZONE C (3) OUTER
SAFETY ZONE (OSZ)

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 BY A MILLION MIRACLES SURVEYING JOB #2022-DH-01
2) PLAT OF SURVEY FILED IN BOOK 9 AT PAGE 176
3) PLAT OF SURVEY FILED IN BOOK 2014 AT PAGE 609
4) PLAT OF SURVEY FILED IN BOOK 2008 AT PAGE 653
5) PLAT OF SURVEY FILED IN BOOK 27 AT PAGE 79
6) PLAT OF SURVEY FILED IN BOOK R AT PAGE 190
7) PLAT OF SURVEY FILED IN BOOK 2017 AT PAGE 422
8) PLAT OF SURVEY FILED IN BOOK T AT PAGE 203
9) PLAT OF SURVEY FILED AS STATE DOCUMENT #2021102
10) WARRANTY DEED FILED IN BOOK L2022 AT PAGE 14705
11) WARRANTY DEED FILED IN BOOK L2021 AT PAGE 74793
12) WARRANTY DEED FILED IN BOOK L2024 AT PAGE 3802

SURVEY DESCRIPTIONS:

NEW LOT 1 (PARCEL #01-00828-030):
A PART OF THE FRACTIONAL NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 19 NORTH, RANGE 31 WEST, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING AT THE NORTHWEST CORNER OF SAID FORTY ACRE TRACT AND RUNNING THENCE S02°15'00"W 39.57' TO THE SOUTH RIGHT-OF-WAY OF ARKANSAS HIGHWAY #102, THENCE ALONG SAID RIGHT-OF-WAY S86°44'05"E 50.24', THENCE CONTINUING ALONG SAID RIGHT-OF-WAY S87°13'47"E 208.27' TO THE TRUE POINT OF BEGINNING AND RUNNING THENCE ALONG SAID RIGHT-OF-WAY S87°16'42"E 267.17' TO AN EXISTING REBAR, THENCE LEAVING SAID RIGHT-OF-WAY S01°40'33"W 774.97', THENCE N87°18'06"W 266.90', THENCE N01°39'22"E 775.08' TO THE POINT OF BEGINNING, CONTAINING 4.75 ACRES, MORE OR LESS. SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

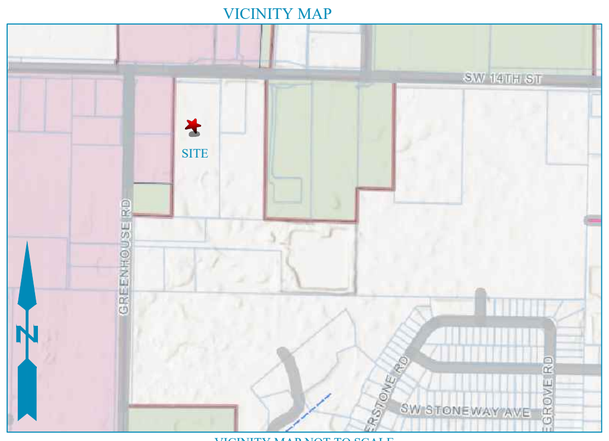
VARIABLE WIDTH UTILITY EASEMENT PER THIS PLAT:
A VARIABLE WIDTH UTILITY EASEMENT LOCATED IN A PART OF THE FRACTIONAL NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 19 NORTH, RANGE 31 WEST, BENTON COUNTY, ARKANSAS, SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING AT THE NORTHWEST CORNER OF SAID FRACTIONAL FORTY ACRE TRACT AND RUNNING THENCE S02°15'00"W 39.57' TO THE SOUTH RIGHT-OF-WAY IN ARKANSAS HIGHWAY 102 (SOUTHWEST 14TH STREET), THENCE ALONG SAID RIGHT-OF-WAY S86°44'05"E 50.24', THENCE CONTINUING ALONG SAID RIGHT-OF-WAY S87°13'47"E 208.27', THENCE LEAVING SAID RIGHT-OF-WAY S01°39'22"W 644.07', THENCE S88°20'38"E 67.12', THENCE N01°39'22"E 330.67', THENCE N43°20'56"W 6.52', THENCE N01°39'24"E 295.05', THENCE S87°16'42"E 20.00', THENCE S01°39'24"W 249.13', THENCE S88°20'36"E 3.85', THENCE S01°39'24"W 20.00', THENCE N88°20'36"W 3.85', THENCE S01°39'24"W 17.26', THENCE S43°20'56"E 6.52', THENCE S01°39'22"W 251.85', THENCE S88°20'40"E 3.85', THENCE S01°39'19"W 20.00', THENCE N88°20'38"W 3.85', THENCE S01°39'22"W 87.10', THENCE N88°20'38"W 87.12', THENCE N01°39'22"E 20.00' TO THE POINT OF BEGINNING, CONTAINING 0.33 ACRES, MORE OR LESS.

ACCESS EASEMENT PER THIS PLAT:
A VARIABLE WIDTH ACCESS EASEMENT LOCATED IN A PART OF THE FRACTIONAL NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 19 NORTH, RANGE 31 WEST, BENTON COUNTY, ARKANSAS, SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING AT THE NORTHWEST CORNER OF SAID FRACTIONAL FORTY ACRE TRACT AND RUNNING THENCE S02°15'00"W 39.57' TO THE SOUTH RIGHT-OF-WAY IN ARKANSAS HIGHWAY 102 (SOUTHWEST 14TH STREET), THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING: S86°44'05"E 50.24', S87°13'47"E 208.27', S87°15'37"E 31.44' TO THE TRUE POINT OF BEGINNING AND RUNNING THENCE S87°16'51"E 34.20', THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 25.00' FOR A CHORD BEARING AND DISTANCE OF S23°40'53"E 29.19', THENCE S59°24'13"E 9.75', THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 44.50' FOR A CHORD BEARING AND DISTANCE OF S35°52'51"E 35.52', THENCE S88°20'38"E 5.82', THENCE S01°39'22"W 234.56', THENCE S88°20'38"E 4.92', THENCE S01°39'22"W 228.94', THENCE S88°20'38"E 5.00', THENCE S01°39'22"W 66.50', THENCE N88°20'38"W 5.00', THENCE S01°39'22"W 186.74', THENCE N87°18'06"W 31.51', THENCE N01°39'22"E 396.83', THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 24.50' FOR A CHORD BEARING AND DISTANCE OF N22°28'26"W 20.03', THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 31.00' FOR A CHORD BEARING AND DISTANCE OF N01°57'27"W 43.57', THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 24.50' FOR A CHORD BEARING AND DISTANCE OF N22°10'21"E 17.17', THENCE N01°39'22"E 232.00', THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 20.01' FOR A CHORD BEARING AND DISTANCE OF N29°33'11"W 19.92', THENCE N59°24'13"W 25.82', THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00' FOR A CHORD BEARING AND DISTANCE OF N36°00'26"W 19.85', THENCE N12°36'38"W 24.93' TO THE POINT OF BEGINNING, CONTAINING 0.60 ACRES, MORE OR LESS.

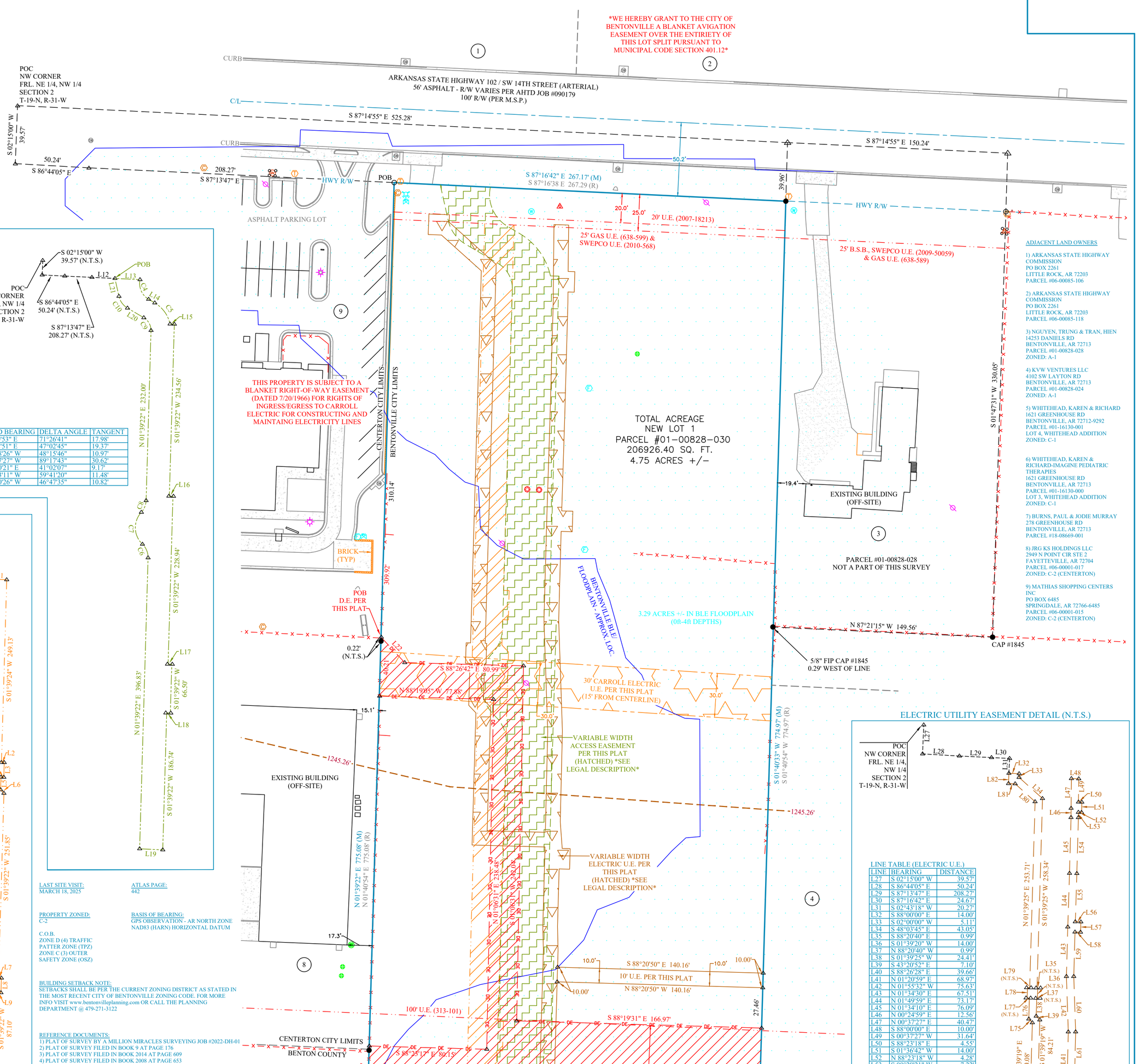
DRAINAGE EASEMENT PER THIS PLAT:
A VARIABLE WIDTH DRAINAGE EASEMENT LOCATED IN A PART OF THE FRACTIONAL NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 19 NORTH, RANGE 31 WEST, BENTON COUNTY, ARKANSAS, SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING AT THE NORTHWEST CORNER OF SAID FRACTIONAL FORTY ACRE TRACT AND RUNNING THENCE S02°15'00"W 39.57' TO THE SOUTH RIGHT-OF-WAY IN ARKANSAS HIGHWAY 102 (SOUTHWEST 14TH STREET), THENCE ALONG SAID RIGHT-OF-WAY S86°44'05"E 50.24', THENCE CONTINUING ALONG SAID RIGHT-OF-WAY S87°13'47"E 208.27', THENCE LEAVING SAID RIGHT-OF-WAY S01°39'22"W 309.92' TO THE TRUE POINT OF BEGINNING AND RUNNING THENCE S42°57'41"E 23.73', THENCE S88°26'42"E 80.99', THENCE S01°06'31"W 242.04', THENCE S88°19'31"E 166.97', THENCE S01°40'33"W 190.14', THENCE N88°19'27"W 18.36', THENCE S00°46'14"W 20.71', THENCE N87°18'06"W 39.20', THENCE N02°41'54"E 22.11', THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 16.75' FOR A CHORD BEARING AND DISTANCE OF N31°29'13"W 18.32', THENCE N01°39'25"E 61.16', THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 19.27' FOR A CHORD BEARING AND DISTANCE OF N39°40'29"W 26.24', THENCE N88°19'31"W 43.90', THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 16.75' FOR A CHORD BEARING AND DISTANCE OF N43°21'38"W 23.67', THENCE N01°36'16"E 20.24', THENCE N88°23'17"W 122.02', THENCE N01°39'22"E 35.00', THENCE S88°23'17"E 80.15', THENCE N01°06'31"E 238.48', THENCE N88°19'05"W 77.88', THENCE N01°39'22"E 40.21' TO THE POINT OF BEGINNING, CONTAINING 0.75 ACRES, MORE OR LESS.

ELECTRIC UTILITY EASEMENT PER THIS PLAT:
A VARIABLE WIDTH ELECTRIC UTILITY EASEMENT LOCATED IN A PART OF THE FRACTIONAL NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 19 NORTH, RANGE 31 WEST, BENTON COUNTY, ARKANSAS, SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING AT THE NORTHWEST CORNER OF SAID FRACTIONAL FORTY ACRE TRACT AND RUNNING THENCE S02°15'00"W 39.57' TO THE SOUTH RIGHT-OF-WAY IN ARKANSAS STATE HIGHWAY 102 (SOUTHWEST 14TH STREET), THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING: S86°44'05"E 50.24', S87°13'47"E 208.27', S87°16'42"E 24.67', THENCE LEAVING SAID RIGHT-OF-WAY S02°43'18"W 20.27' TO THE TRUE POINT OF BEGINNING AND RUNNING, THENCE S88°00'00"E 14.00', THENCE S02°00'00"W 5.11', THENCE S48°03'45"E 43.05', THENCE S01°39'25"W 258.34', THENCE S88°20'40"E 0.99', THENCE S01°39'20"W 14.00', THENCE N88°20'40"W 0.99', THENCE S01°39'25"W 24.41', THENCE S43°20'52"E 7.10', THENCE S01°39'19"W 84.21', THENCE S88°26'28"E 39.66', THENCE N01°20'59"E 68.97', THENCE N01°55'32"W 75.63', THENCE N01°34'30"E 67.51', THENCE N01°49'59"E 73.17', THENCE N01°34'10"E 76.09', THENCE N00°24'59"E 12.56', THENCE N00°37'27"E 40.47', THENCE S88°00'00"E 10.00', THENCE S00°37'27"W 31.64', THENCE S88°23'18"E 4.55', THENCE S01°36'42"W 14.00', THENCE N88°23'18"W 4.28', THENCE S00°28'21"W 7.22', THENCE S01°34'10"W 76.20', THENCE S01°49'59"W 65.80', THENCE S88°09'57"E 7.60', THENCE S01°50'03"W 14.00', THENCE S01°35'24"W 60.55', THENCE S01°55'32"E 75.61', THENCE S01°21'31"W 61.82', THENCE S04°13'54"E 18.25', THENCE S88°20'38"E 5.44', THENCE S01°39'22"W 14.00', THENCE N88°20'38"W 7.14', THENCE S01°37'20"W 39.20', THENCE S01°23'17"E 16.36', THENCE S01°39'22"W 227.38', THENCE S88°00'00"E 3.80', THENCE S02°00'00"W 13.50', THENCE N88°00'00"W 13.72', THENCE N01°39'22"E 240.55', THENCE N01°23'17"W 16.36', THENCE N01°37'20"E 43.21', THENCE N01°39'19"E 90.08', THENCE N88°26'28"W 49.71', THENCE N01°39'19"E 90.08', THENCE N43°20'52"W 7.10', THENCE N01°39'25"E 28.55', THENCE N88°20'40"W 3.01', THENCE N01°39'20"E 14.00', THENCE S88°20'40"E 3.01', THENCE N01°39'25"E 253.71', THENCE N48°03'45"W 36.51', THENCE N88°00'00"W 9.04', THENCE N02°00'00"E 14.00' TO THE POINT OF BEGINNING, CONTAINING CONTAINING 0.29 ACRES, MORE OR LESS.

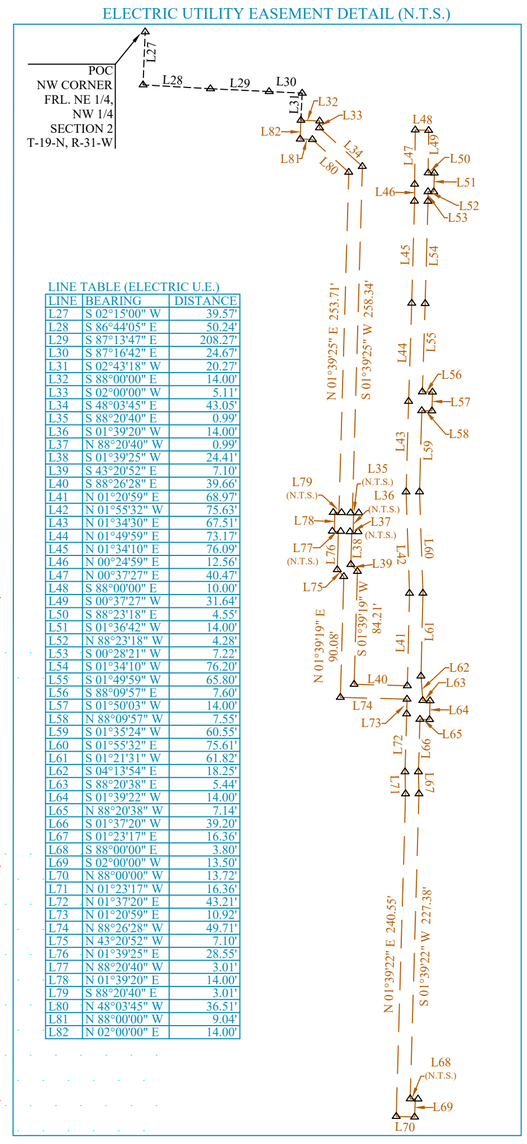
VICINITY MAP



VICINITY MAP NOT TO SCALE



ELECTRIC UTILITY EASEMENT DETAIL (N.T.S.)



LINE TABLE (ELECTRIC U.E.)

LINE	BEARING	DISTANCE
L27	S 02°15'00" W	39.57'
L28	S 86°44'05" E	50.24'
L29	S 87°13'47" E	208.27'
L30	S 87°16'42" E	24.67'
L31	S 02°43'18" W	20.27'
L32	S 88°00'00" E	14.00'
L33	S 02°00'00" W	5.11'
L34	S 48°03'45" E	43.05'
L35	S 88°20'40" E	0.99'
L36	S 01°39'20" W	14.00'
L37	N 88°20'40" W	0.99'
L38	S 01°39'25" W	24.41'
L39	S 43°20'52" E	7.10'
L40	S 88°26'28" E	39.66'
L41	N 01°20'59" E	68.97'
L42	N 01°55'32" W	75.63'
L43	N 01°34'30" E	67.51'
L44	N 01°49'59" E	73.17'
L45	N 01°34'10" E	76.09'
L46	N 00°24'59" E	12.56'
L47	N 00°37'27" E	40.47'
L48	S 88°00'00" E	10.00'
L49	S 00°37'27" W	31.64'
L50	S 88°23'18" E	4.55'
L51	S 01°36'42" W	14.00'
L52	N 88°23'18" W	4.28'
L53	S 00°28'21" W	7.22'
L54	S 01°34'10" W	76.20'
L55	S 01°49'59" W	65.80'
L56	S 88°09'57" E	7.60'
L57	S 01°50'03" W	14.00'
L58	N 88°09'57" W	7.55'
L59	S 01°35'24" W	60.55'
L60	S 01°55'32" E	75.61'
L61	S 01°21'31" W	61.82'
L62	S 04°13'54" E	18.25'
L63	S 88°20'38" E	5.44'
L64	S 01°39'22" W	14.00'
L65	N 88°20'38" W	7.14'
L66	S 01°37'20" W	39.20'
L67	S 01°23'17" E	16.36'
L68	S 88°00'00" E	3.80'
L69	S 02°00'00" W	13.50'
L70	N 88°00'00" W	13.72'
L71	N 01°23'17" W	16.36'
L72	N 01°37'20" E	43.21'
L73	N 01°20'59" E	10.92'
L74	N 88°26'28" W	49.71'
L75	N 43°20'52" W	7.10'
L76	N 01°39'25" E	28.55'
L77	N 88°20'40" W	3.01'
L78	N 01°39'20" E	14.00'
L79	S 88°20'40" E	3.01'
L80	N 48°03'45" W	36.51'
L81	N 88°00'00" W	9.04'
L82	N 02°00'00" E	14.00'

LINE TABLE (D.E.)

LINE	BEARING	DISTANCE
L22	S 42°57'41" E	23.73'
L23	N 88°19'27" W	18.36'
L24	S 00°46'14" W	20.71'
L25	N 02°41'54" E	22.11'
L26	N 01°36'16" E	20.24'

CURVE TABLE (D.E.)

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE	TANGENT
C1	16.75'	19.38'	18.32'	N 31°29'13" W	66°17'15"	10.94'
C2	19.27'	28.86'	26.24'	N 39°40'29" W	85°47'24"	17.91'
C3	16.75'	26.29'	23.67'	N 43°21'38" W	89°55'47"	16.73'

PLAT NOTES:
1) RECORD (R) BEARINGS AND DISTANCES ARE SHOWN PER WARRANTY DEED L2024-3802.
2) SOME FEATURES AND/OR SYMBOLS ON THIS PLAT MAY BE SHOWN OUT OF SCALE FOR VISUAL CLARITY.
3) THE LOCATION OF UTILITIES SHOWN HEREON ARE FROM OBSERVED EVIDENCE OF ABOVE GROUND APPURTENANCES, GIS, AND/OR UTILITY MAPS PROVIDED BY LOCAL UTILITY COMPANIES. NOT ALL UTILITY COMPANIES MAY HAVE RESPONDED TO OUR REQUEST FOR MAPS AND/OR INFORMATION. ALL UTILITY LINES APPEARING ON THIS PLAT, AS WELL AS THOSE THAT MAY EXIST UNDERGROUND NEED TO BE VERIFIED PRIOR TO DOING ANY TYPE OF EXCAVATION OR DESIGN. SOME UTILITY LINES MAY ALSO EXIST THAT WERE NOT SHOWN ON THIS PLAT.
4) THERE ARE NO WAIVERS, VARIANCES AND/OR CONDITIONAL USES AT THE TIME OF PREPARING THIS PLAT OF PLAN.
5) WE HEREBY GRANT TO THE CITY OF BENTONVILLE A BLANKET AVIGATION EASEMENT OVER THE ENTIRETY OF THIS PROPERTY LINE ADJUSTMENT PURSUANT TO MUNICIPAL CODE SECTION 401.12.
6) NO RESIDENTIAL LOT SHALL BE PERMITTED DIRECT ACCESS TO A COLLECTOR OR ARTERIAL STREET. ALL RESIDENTIAL SUBDIVISION DEVELOPMENT CONTIGUOUS TO A COLLECTOR OR ARTERIAL STREET SHALL ORIENT FRONTAGE TO A LOCAL STREET, AND BACK OF THE PROJECT, WITHOUT ACCESS TO THE SAID MAJOR STREETS.
7) BEFORE ANY WORK IN THE RIGHT-OF-WAY COMMENCES, CONTRACTOR AND OR OWNER IS TO OBTAIN RIGHT-OF-WAY PERMIT FROM THE CITY OF BENTONVILLE TRANSPORTATION DEPARTMENT.
8) OWNER/DEVELOPER SHALL COORDINATE WITH ALL LOCAL UTILITIES TO ENSURE THAT EACH LOT HAS WATER, SEWER & ELECTRIC SERVICE.
9) SIDEWALKS SHALL BE THE RESPONSIBILITY OF THE BUILDER/OWNER AT THE TIME OF BUILDING PERMIT ISSUANCE.
10) ALL SIDEWALKS SHALL BE INSTALLED BY THE TIME FRAMES SET FORTH IN 900.08 OF THE STREET SPECIFICATIONS.
11) THERE MAY NOT BE FENCES OR ANY OTHER STRUCTURES BUILT IN ANY DRAINAGE EASEMENTS.
12) THERE ARE EXISTING STRUCTURES ON THE SURVEYED PROPERTY THAT ARE TO BE DEMOLISHED. THE EXISTING STRUCTURES ARE NOT SHOWN ON THIS SURVEY.

BEUD NOTES:
1. OWNER TO CONTACT NEW SERVICE COORDINATOR (271-3139) TO DISCUSS ELECTRIC SERVICE PRIOR TO BEGINNING ANY CONSTRUCTION. FAILURE TO CONTACT BEUD PRIOR TO CONSTRUCTION WILL RESULT IN DELAYS TO GET ELECTRIC SERVICE.
2. BEUD'S STANDARD PRACTICE IS TO PLACE UNDERGROUND EQUIPMENT (TRANSFORMERS, SECONDARY PEDESTALS, JUNCTION BOXES, ETC) ON THE LOT LINE OF A DEVELOPMENT. ANY ADJUSTMENTS TO THE PROPERTY LINE THAT RESULT IN OUR EQUIPMENT NOT BEING ON THE LOT LINE WILL REQUIRE THE DEVELOPER TO PAY FOR THE COST OF BEUD TO RELOCATE THE EQUIPMENT TO THE LOT LINE.
3. ALL STRUCTURES MUST MAINTAIN MINIMUM OF 20' CLEARANCES FROM ALL ELECTRIC LINES.
4. IT IS THE RESPONSIBILITY OF THE DEVELOPER TO COORDINATE WITH THE NEW SERVICE COORDINATOR @ 479 271-3139 TO DETERMINE IF EQUIPMENT IS IN CONFLICT.
5. IT IS THE RESPONSIBILITY OF THE DEVELOPER TO PAY FOR ANY COSTS ASSOCIATED WITH MOVING OF EQUIPMENT. THIS INCLUDES BUT IS NOT LIMITED TO ANY COSTS ASSOCIATED WITH LOSS OF EQUIPMENT (WIRE AND ELBOWS) AND LABOR AND MATERIAL TO MOVE THE EQUIPMENT TO THE NEW LOT LINE

A PORTION OF THIS PROPERTY IS WITHIN THE CITY OF BENTONVILLE'S BASE LEVEL ENGINEERING (BLE) AREA, WHICH IDENTIFIES ADDITIONAL AREAS OUTSIDE OF THE SPECIAL FLOOD HAZARD AREAS THAT ARE SUBJECT TO PERIODIC FLOODING EVENTS THAT RESULT IN LOSS OF LIFE OR PROPERTY, POSE HEALTH AND SAFETY HAZARDS, DISRUPT COMMERCE AND GOVERNMENTAL SERVICES, AND CAUSE EXTRAORDINARY PUBLIC EXPENDITURES FOR FLOOD PROTECTION AND RELIEF, ALL OF WHICH ADVERSELY AFFECT THE PUBLIC HEALTH, SAFETY, AND GENERAL WELFARE. THE U.S. ARMY CORE OF ENGINEERS FLOODPLAIN DETERMINATION WAS COMPLETED WITH THE LARGE SCALE PROJECT ASSOCIATED WITH THIS INCIDENTAL SUBDIVISION.

FOR MORE INFORMATION ON THE BENTONVILLE BASE LEVEL ENGINEERING AREAS, PLEASE VISIT:

https://www.bentonvillear.com/DocumentCenter/View/10027/Ord-No-2022-099_BLE-Flood-data

AND

https://webapps.usgs.gov/infrm/estBFE/.

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 #05007C0235K. DATED 6/5/2012)

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

DATE OF EXECUTION: _____

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

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

JP BENTONVILLE LLC
174 W STAVE MILL RD
ROGERS, AR 72756

SOURCE OF TITLE: WARRANTY DEED L202403802

DATE OF EXECUTION:_

ORDINANCE NO._____

AN ORDINANCE ACCEPTING A LOT SPLIT CREATING NEW LOT 1 OF CENTERTON BOULEVARD SUBDIVISION AND DEDICATING RIGHT-OF-WAY AND EASEMENTS TO THE CITY OF BENTONVILLE, ARKANSAS; AND FOR OTHER PURPOSES.

(PROJECT NUMBER: LS25-0012)

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the lot split creating new LOT 1 OF CENTERTON BOULEVARD SUBDIVISION AND DEDICATING RIGHT-OF-WAY AND EASEMENTS to the City of Bentonville, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on December 2, 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 creating new LOT 1 OF CENTERTON BOULEVARD SUBDIVISION AND DEDICATING RIGHT-OF-WAY AND EASEMENTS to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes;

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

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

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

PASSED AND APPROVED this_____ day of _____, 2025.

APPROVED:

_____

Stephanie Orman, Mayor

ATTEST:

_____

Malorie Marrs, City Clerk

Rezoning - Bliss - R-1, Low-Density Single-Family Residential to DN-2, Downtown Medium Density Residential

904 Northwest B Street

PC Date: 12/2/2025

Staff Report Details

Project Number	(RZ25-0045)
Applicant / Current Owner	Bliss
Site Area	0.41 Acres
Current Zoning	R-1, Low Density Single Family Residential
Requested Zoning	DN-2, Downtown Medium Density Residential
Current Future Land Use Map Designation	Walkable Neighborhood
Requested Future Land Use Map Designation	N/A
Development Type / Use	Residential
Related projects	

Property Description

The subject property is located at 904 NW B St. The property is presently zoned R-1, Low Density Single Family Residential with a Future Land Use Map designation of Walkable Neighborhood.

Project Details

The applicant has requested a rezoning of the property from a R-1, Low Density Single Family Residential, to DN-2, Downtown Medium Density Residential. The applicant states that the purpose of this request is to utilize the lot more efficiently and in a manner that better supports the City's long-range vision for the downtown area. The applicant also states that the current R-1 zoning limits the property to single-family use, which underutilizes the parcel's proximity to the downtown core, public amenities, and multimodal transportation options. The applicant further states that a reclassification to DN-2 will enable development that better aligns with the Future Land Use Map (FLUM) and Downtown Bentonville's goals for compact, walkable neighborhoods that encourage diverse housing options and support the vitality of the downtown district.

Relationship to the Community Plan

Relationship to the Community Plan

The Community Plan calls for sustainable growth by combining compatibly-scaled single family homes, townhomes, and apartment building in a neighborhood setting in order to provide a high degree of housing diversity while also allowing for more people of different circumstances to share the same neighborhood. The application is consistent with the Community Plan. The zoning request supports the goals of the Bentonville Community Plan in having diverse housing options and mixed-uses that make it easy to walk and bike for frequent trips within the same neighborhood.

Public Comment

Has Staff received Public Comment at the time of this report? : **No**

Analysis / Waivers

The applicant states in their narrative that they are requesting the rezoning based on a desire to utilize the lot more efficiently and in a manner that better supports the City's long-range vision for the downtown area. Properties surrounding the subject property have a designated land use place type of Walkable Neighborhood.

Consistency
The proposed DN-2, Downtown Medium Density Residential, zoning district is consistent with the adopted Future Land Use Map under **Standard Review** and is consistent with the Community Plan's guiding principle of thoughtful growth.

Impact
The impact of this rezone, if developed under the proposed DN-2 zone, is an increase in housing diversity within walking distance of downtown, boost in the downtown area's economic health by placing more residents near local businesses, parks, and cultural amenities. The applicant states an additional purpose for this rezone is to preserve the community scale through DN-2 form standards that ensure compatible height, setbacks, and design with adjacent homes. Development of this rezoned property could encourage more workers to live near their jobs, with more use of alternative modes of transportation such as biking or walking, and less congestion and impacts on road infrastructure.

Compatibility
This would not be the first rezone on Northwest B Street in this neighborhood. Some of the rezones include properties directly south, north, and east of the subject property, which were rezoned from R-1, Low Density Single Family Residential, to DN-1, Downtown Low Density Residential, and DN-2, Downtown Medium Density Residential. There are existing R-1 zones to the north, east, south and west of the subject property, but R-1 is not allowable under the alignment policy, and all allowable zoning districts in the Walkable Neighborhood place types are higher in density than R-1.The subject property is less than 200 feet from a Downtown Collector, NW A St, less than a half-mile from the greenway trail system, and a half-mile from the Downtown Square.

Intensity
The parcel is located within the Walkable Neighborhood place type which includes the some of the city's higher intensity neighborhoods. A DN-2 zoning district allows for single family, and for increased neighborhood density with two-family and townhouse dwellings.

Orderly Transition
This rezone request supports an orderly transition of land use by bridging the gap between higher-intensity

Analysis / Waivers

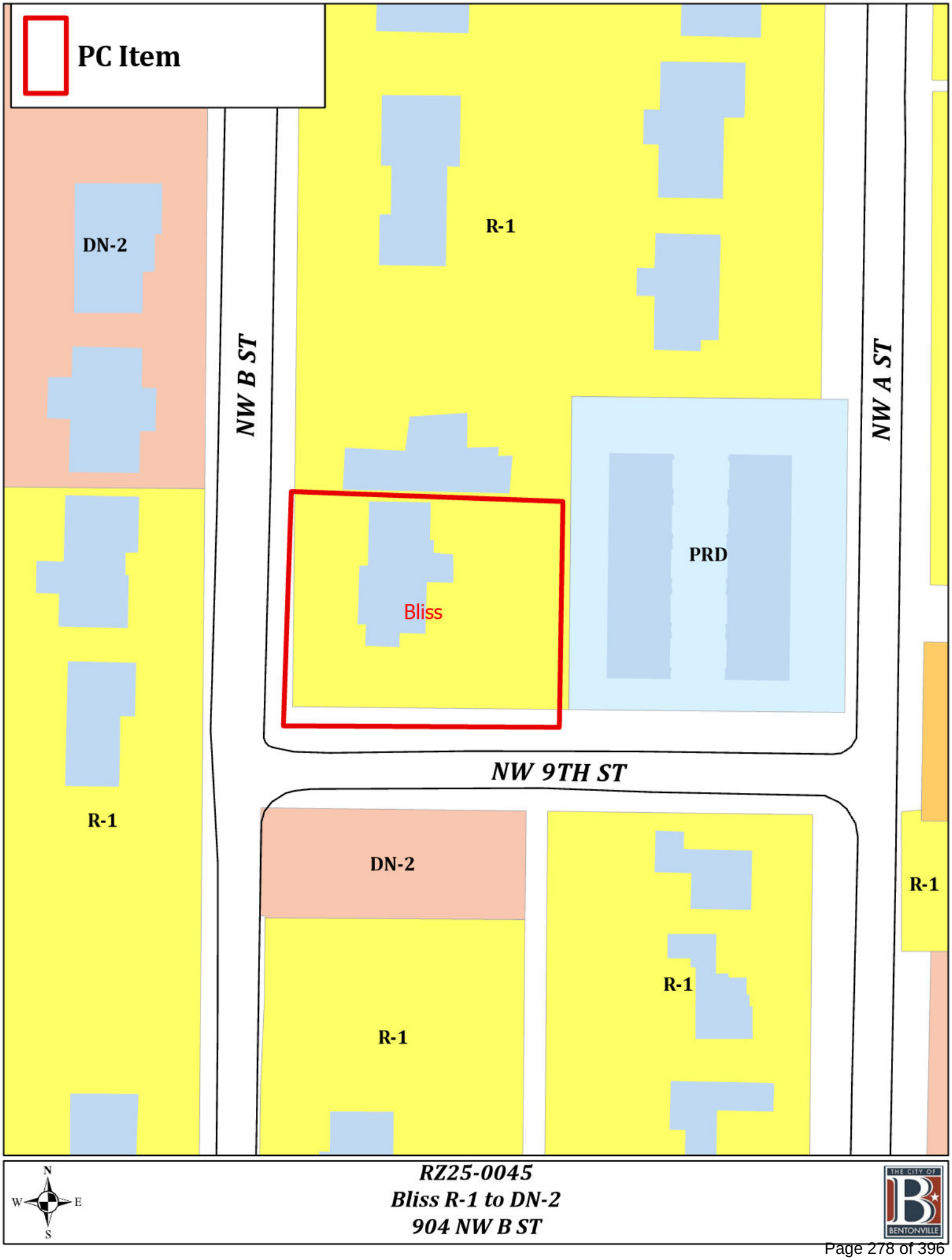
zoning districts within the downtown area and the adjacent low-density residential neighborhoods. It allows for thoughtful development that aligns with he City's growth while maintaining visual and social cohesion.

Conclusion

Staff recommends approval as the application is consistent with the goals of the community plan, the alignment policy and built environment in the area.

Additional Details

Sewer / Water Department Comments: This proposed request is consistent with the adopted land use plan. This property is located within the Town Branch sewer basin and there are multiple sections of the downstream sewer interceptor line that are at capacity. Any new structure/development that will increase sewer flows will not be approvable until these downstream constraints are resolved. If you have questions, please reach out to the technical services team at 479-271-3140 or you can email me directly at jingle@bentonvillear.com.



RZ25-0045
Bliss R-1 to DN-2
904 NW B ST

Rezoning Narrative for 904 NW B Street, Bentonville, Arkansas

Owner/Applicant: Suraya Bliss, Owner/Manager, 904 NW B St LLC
Parcel Number: 01-03658-001
Current Zoning: R-1 (Single Family Residential)
Proposed Zoning: DN-2 (Downtown Medium Density Residential)

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1. Current Ownership and Proposed Sales

The property at 904 NW B Street is owned by **Suraya Bliss**, Manager of **904 NW B St LLC**. The intent of this rezoning request is to align the property's zoning designation with the evolving land use goals of the City of Bentonville and the character of its surrounding neighborhood.

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2. Reason for the Rezoning Request

The request to rezone from **R-1 to DN-2** is based on a desire to utilize the lot more efficiently and in a manner that better supports the City's long-range vision for the downtown area. The current R-1 zoning limits the property to single-family use, which underutilizes the parcel's proximity to the downtown core, public amenities, and multimodal transportation options.

Reclassification to DN-2 will enable development that better aligns with the **Future Land Use Map (FLUM)** and **Downtown Bentonville's goals** for compact, walkable neighborhoods that encourage diverse housing options and support the vitality of the downtown district.

---

3. Consistency with the Future Land Use Map (FLUM)

According to Bentonville's **Future Land Use Map and Alignment Policy**, this area is designated for **Downtown Neighborhood** development. The proposed **DN-2 zoning** is fully consistent with this land use designation, which encourages moderate-density residential development, accessory dwelling opportunities, and context-sensitive infill that supports downtown vibrancy.

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4. Impact on the Community

Rezoning to DN-2 will:

- **Increase housing diversity** within walking distance of downtown.
- **Support downtown economic health** by placing more residents near local businesses, parks, and cultural amenities.
- **Preserve community scale** through DN-2 form standards that ensure compatible height, setbacks, and design with adjacent homes.
- **Promote sustainability** through efficient land use and reduced reliance on vehicular trips.

5. Compatibility with Surrounding Context

The subject property is surrounded by a mix of residential and transitional zoning districts. The proposed DN-2 designation complements the existing development pattern and will create a more orderly and intentional transition between lower-density residential areas and the denser downtown core. The DN-2 form standards ensure that any future development remains compatible in height, setback, and appearance with neighboring homes.

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6. Intensity of Requested Zoning

The **DN-2 district** represents a modest increase in intensity that is appropriate given the property's proximity to **Downtown Bentonville**, public parks, and existing infrastructure. The change supports the city's goal of promoting **infill development** and **density in walkable areas**, consistent with the **Downtown Subarea Plan** and **2040 Comprehensive Plan**.

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7. Orderly Transition of Land Use

This rezoning supports an **orderly transition** of land use by bridging the gap between higher-intensity commercial and mixed-use areas of downtown and the adjacent low-density residential neighborhoods. It allows for thoughtful development that evolves with the city's growth while maintaining visual and social cohesion.

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8. Circulation of People and Goods

DN-2 zoning supports **multimodal transportation goals**, encouraging walking and biking through its proximity to downtown amenities, trails, and public transit routes. Increased residential density in this area supports the **efficient movement of people** while minimizing traffic congestion by placing more residents close to daily destinations.

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9. Appropriate and Best Use of Land

The requested rezoning allows the property to reach its **highest and best use** consistent with city policy. Given its downtown location, access to existing infrastructure, and alignment with Bentonville's growth vision, DN-2 zoning enables a use pattern that is both **economically and environmentally efficient**.

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10. Efficiency and Economy in the Development Process

Rezoning to DN-2 maximizes the use of **existing utilities and infrastructure**, reducing the need for new public investment. It supports **compact development**, which minimizes land consumption, shortens utility runs, and contributes to more sustainable urban growth patterns.

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11. Adequate Public Utilities and Facilities

The property is fully served by existing city utilities, including water, sewer, and power. No additional public improvements are necessary to accommodate development under DN-2 standards.

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12. Enhanced Review Criteria

While DN-2 falls within the **Downtown Neighborhood** category, which encourages context-sensitive infill, this proposal meets the **Enhanced Review Criteria** by ensuring:

- **Compatibility** with surrounding properties through scale and design.
- **Connectivity** to existing pedestrian and vehicular networks.
- **Consistency** with the **Downtown Subarea Plan** and **Bentonville 2040** goals for compact, connected growth.

Conclusion

Rezoning **904 NW B Street** from **R-1 to DN-2** is consistent with **Bentonville's Future Land Use Map, Alignment Policy, and Comprehensive Plan**. It promotes an efficient, context-appropriate, and sustainable use of land that supports the city's goals for **housing diversity, walkability, and economic vitality**. This request represents a logical step in Bentonville's ongoing growth toward a **more livable and balanced downtown community**.

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL TO DN-2, DOWNTOWN MEDIUM-DENSITY RESIDENTIAL; AND FOR OTHER PURPOSES.

(PROJECT NUMBER: RZ25-0045)

WHEREAS, Suraya Bliss duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present zoning classification of R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL to DN-2, DOWNTOWN MEDIUM-DENSITY RESIDENTIAL to be used in accordance with city zoning laws and state laws, which property is described as follows:

LOT 20 SPRING PARK ADDITION AS SHOWN ON PLAT RECORD BOOK 2013 PAGE 155 AND FILED FOR RECORD AT THE BENTON COUNTY CIRCUIT CLERK'S OFFICE, BENTON COUNTY, ARKANSAS;

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held December 2, 2025 in the Council Chambers of the City of Bentonville;

WHEREAS, public notice of said hearing having been published in the Northwest Arkansas Democrat-Gazette for the time and in the manner required by law; and

WHEREAS, the Planning Commission voted to recommend to the City Council that the petition be approved and that said property be rezoned from its present classification of R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL to DN-2, DOWNTOWN MEDIUM-DENSITY RESIDENTIAL.

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

Section 1: That the above described real property is hereby changed from its present zoning classification of R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL to DN-2, DOWNTOWN MEDIUM-DENSITY RESIDENTIAL to be used in accordance with the city zoning laws and state laws;

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

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

PASSED AND APPROVED this_____ day of _____, 2025.

APPROVED:

_____
Stephanie Orman, Mayor

ATTEST:

_____
Malorie Marrs, City Clerk

	Planned Unit Development Amendment - Opal Park
	SW Regional Airport Blvd, between Barron and Adams Rd
	PC Date: 12/2/2025

Staff Report Details

Project Number	PUD22-0003
Applicant / Current Owner	Buffington Barron LLC
Site Area	+/- 95.22 Acres
Current Zoning	Planned Unit Development (PUD)
Requested Zoning	Planned Unit Development (PUD)
Current Future Land Use Map Designation	A-1, Agriculture
Requested Future Land Use Map Designation	
Development Type / Use	Residential
Related projects	PP23-0003

Property Description

This property is approximately 95.22 acres of land in the Opal Subdivision. The property has access to Southwest Regional Airport Blvd. and Southwest Opal Road, which are classified as Arterial and Collector, respectively. The property also has access to the stub of Southwest Fairview Blvd., a local road in the North Fork Addition. The property is presently zoned PUD, Planned Unit Development (approved March 7, 2023) with a Future Land Use Map designation of Agriculture.

Project Details

The applicant has proposed several modifications to the PUD, specifically to Phases 1 and 2. These modifications include lowering the minimum width for the smaller detached single-family lot from 45' to 44', and reducing the minimum side yard setback for that same lot type from 7' to 5'. The previously required front garage setbacks have been removed as well. The applicant also proposes to move phase 2 open spaces north easterly with an associated modification of streets and utilities to accommodate the new layout. The impetus for this move was the discovery that the previously planned POA amenity lot, (Lot 17) was encumbered by easements, rendering it unavailable for much more than a grass field. This modification will allow the two open space areas to work together, with restrooms and other amenities located closer to lot 17. Total Open Space decreases with this proposed modification from 14.42 acres to

Project Details

14.10 acres. There will be additional open space provided with the trail adjacent to the commercial area in phase 3, however, since the commercial area is only conceptual at this time, this area has not been included within the total 14.10 acres. The project provides 20.83% open space with this update and meets the code mandated minimum of 20%.

Description	Units Approved in 2023	Proposed Units
Single Family Detached	204	204
3-Unit Townhome	1 structure	1 structure
4-Unit Townhome	17 structures	15 structures
5-Unit Townhome	19 structures	23 structures
6-Unit Townhome	6 structures	7 structures
Total Units	**406**	**424**

Relationship to the Community Plan

The Future Land Use Map depicts the southern portion of the property along SW Regional Airport Blvd as Urban Corridor, while the remainder of the property is designated Walkable Neighborhood.

Public Comment

Has Staff received Public Comment at the time of this report? : **No**

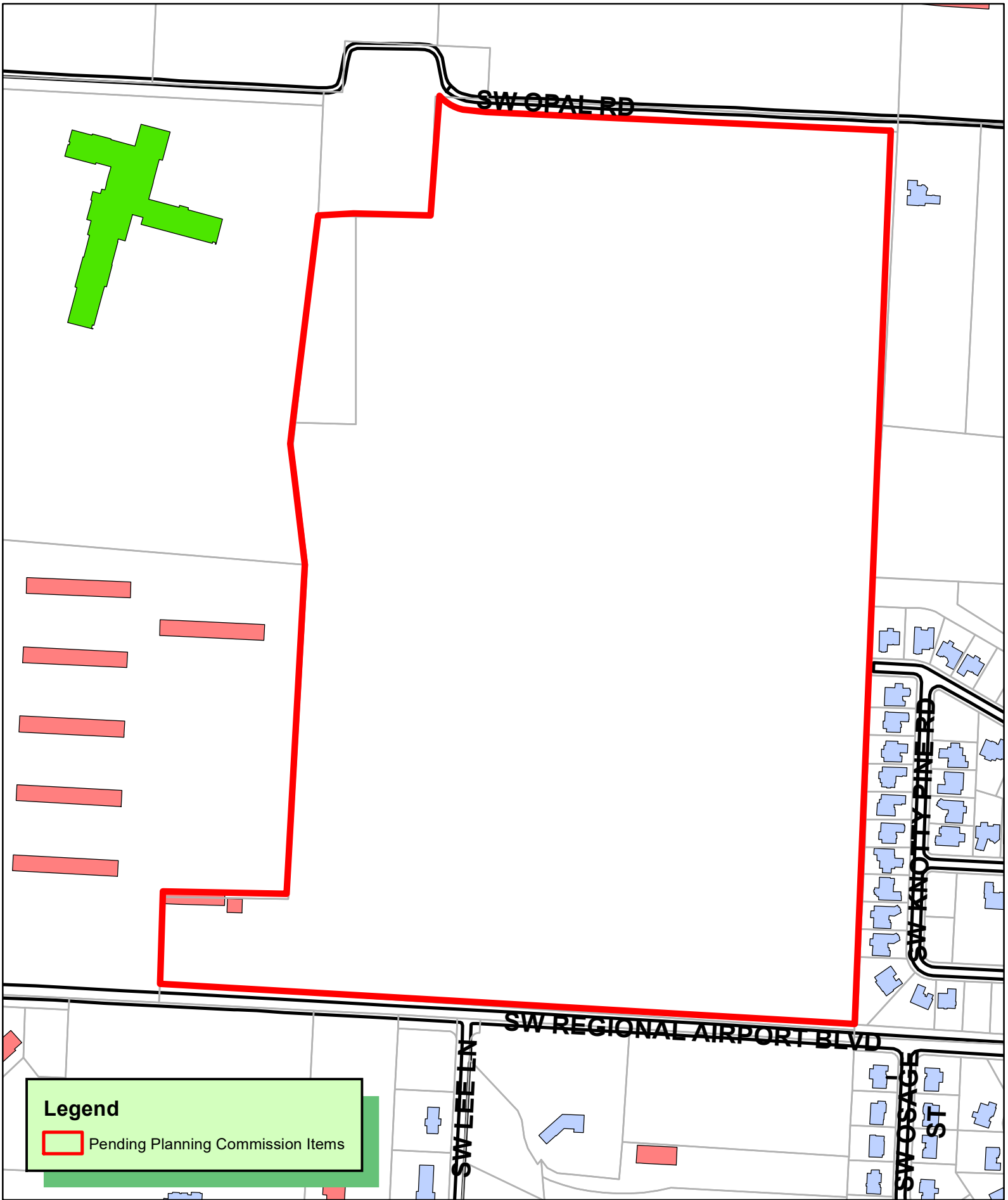
Analysis / Waivers

The amount of open space in Phase 2 is reduced, from the large central space in the original request to lot 84 in this request and the total unit count goes up but still meets the minimum requirement of 20%. Taking the whole development into account, a large amount of open space is preserved throughout the development, particularly in the center. The street layout is amended, but still offers a grid-like system and two stub outs to the west as originally approved.

Conclusion

Staff recommends approval of the proposed revision.

Additional Details



PUD22-0003 2/7/23
PLANNED UNIT DEVELOPMENT
OPAL SUBDIVISION
PHASES 1 THROUGH 4

Crafton Tull
architecture | engineering | surveying

300 North College, Suite 317
Fayetteville, AR 72701
479.455.2207
craftontull.com

November 3rd, 2025

Planning Department
305 SW A Street
Bentonville, AR 72712

RE: Opal Park PUD Revision Letter
CTA Job No. 21300200
City PUD No. PUD22-0003
City PP No. PP23-0003 for Phase 1 Plans
City FP No. FP-25-0011 for Phase 1 Final Plat

Dear Mr. Izard, Mr. Overstreet, and Mr. Adler,

Lot 17 has been split to incorporate the model home early build permit. The eastern half remains numbered as lot #17 and is rezoned from commercial Planning Area 1 to residential Planning Area 2. The western half is now lot 104, and rezoned from commercial Planning Area 1 to open space Planning Area 3. This letter describes what exactly changed to the booklet for Opal Park PUD22-0003.

1. 1C Project Narrative:
    a. 401.10(d) Density Requirements for PUD District
        i. Original Lot 17 removed from Commercial acreage. The previous commercial acreage was 12.51 ac, and now it's 11.74 ac.
        ii. Net residential area increased from 61.19 ac to 61.96 ac, due to the lower commercial acreage.

    b. 401.10(f)(1) PUD Open Space Requirements
        i. Minimum area devoted to Open Space:
            1. Original Lot 17 removed from Commercial acreage. The previous commercial acreage was 12.51 ac, and now it's 11.74 ac.
            2. Total parking area was reduced from 6.25 ac to 5.87 ac.
            3. Remainder increased to 68.06 ac.
            4. Required Open Space increased from 13.54 ac to 13.61 ac.
            5. Provided Open Space increased from 14.10 ac to 14.55 ac (21.38% of Remainder). This increase came from lot 104 (0.45 ac) becoming an open space lot.

2. 2A Master Site Plan:
    a. Planning Area Map and Unit Mix Map
        i. revised to show lot 17 as residential and lot 104 as open space. Previously this was shown as commercial.
    b. Phasing Map
        i. Reprinted to show new lot 17 and lot 104.
    c. Unit Mix Map
        i. Reprinted to show new lot 17 and lot 104.
    d. Site Plan A
        i. "Unbuildable" removed from POA lot labels to remove confusion in the future
        ii. Total lots increased by 1 (from 425 to 426)

300 North College, Suite 317
Fayetteville, AR 72701
479.455.2207
craftontull.com

iii. Total residential lots increased by 1 (from 412 to 413)
iv. 60'+ lots increased by 1 (from 115 to 116)
v. Total Commercial Lots decreased by 1 (from 5 to 4).
vi. Total Open Space lots increased by 1 (from 8 to 9)

e. Site Plan B
   i. "Unbuildable" removed from POA lot labels to remove confusion in the future
f. Site Plan C
   i. Reprinted to show Phase 1's new lot 17 and lot 104
g. Site Plan D
   i. Reprinted to show Phase 1's new lot 17 and lot 104
h. Utility Plan B
   i. Reprinted to show Phase 1's new lot 17 and lot 104

If you have any questions or concerns, I'm happy to discuss them with you over the phone at 479-878-[redacted] at trent.woessner@craftontull.com. Sincerely,

[redacted]

Trent Woessner, P.E.
Civil Project Engineer

November 03, 2025

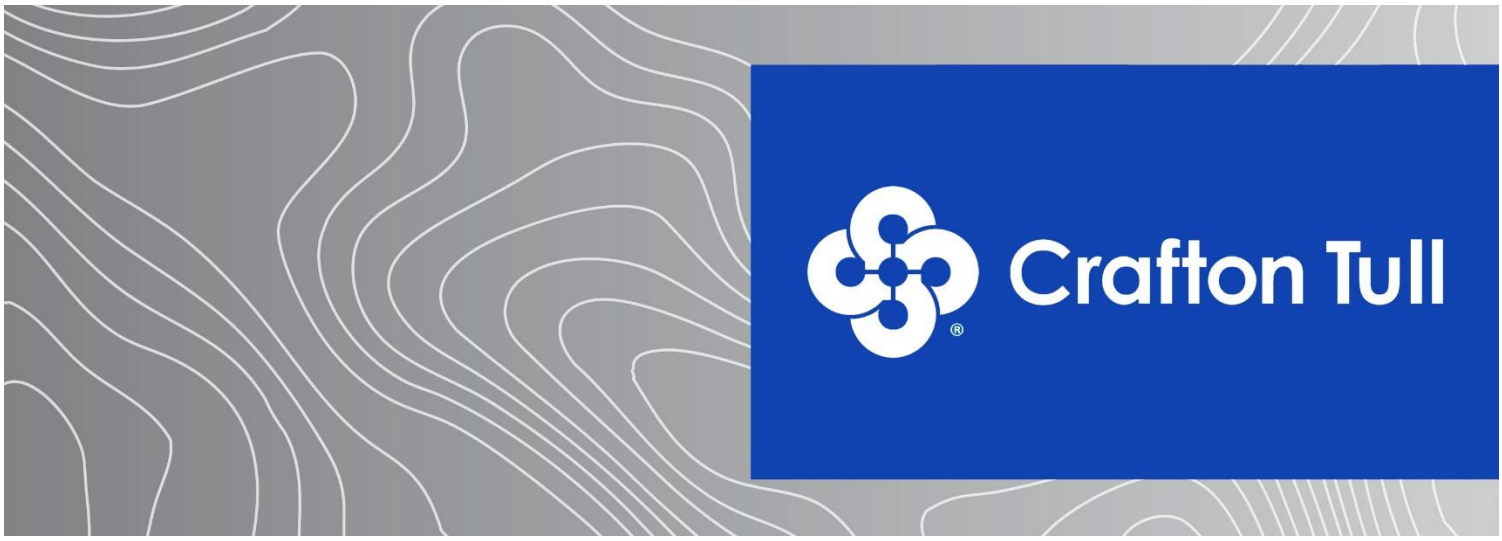
AMENDED PUD BOOKLET

Prepared for:
Buffington Barron, LLC

Opal Park

Submitted to:
City of Bentonville
305 SW A St.
Bentonville, Arkansas 72712

CT JOB NO. 21300200



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(1) APPLICATION PACKET
- (A) Property Owner Consent Form
- (B) Warranty Deed
- (C) Narrative

(2) PLAN SET
- (A) Master Site Plan
- (B) Boundary Survey
- (C) Approved Jurisdictional Determination
- (D) Architectural Elevation Renderings
- (E) Draft of Covenants

APPLICATION PACKET

Crafton Tull

1A PROPERTY OWNER CONSENT FORM

Property Owner Consent Form

City of Bentonville Planning Department

305 SW A Street

Bentonville, AR 72712

479-271-3122

I, Buffington Baron, LLC _____ am the legal owner of the
(Owner's name, printed)

property located at SW Regional Airport Blvd. , Bentonville, AR 72712 _____, identified as Parcel
(Address or Street Name)

Identification Number 01-18081-000 _____, located in
(Parcel ID)

Benton County, Arkansas.

I certify that I am the owner of the property above and that I have read the application and consent to its filing.

[redacted] _____ 8.26.2022 _____
(Property Owner Signature) *(Date)*

****If one property has multiple owners, a separate signed Property Owner Consent Form is required for each owner.**

1B WARRANTY DEED

37

WARRANTY DEED
(Corporation)

2002 147560
Recorded in the Above
Deed Book & Page
12-19-2002 03:54:52 PM
Sue Hodges-Circuit Clerk
Benton County, AR

KNOW ALL MEN BY THESE PRESENTS:

That Lee Harris Farms, Inc. a corporation organized under the laws of the State of Arkansas, by its President, duly authorized by proper resolution of its Board of Directors, GRANTOR, for the consideration of the sum of One Hundred Dollars ($100.00) and other good and valuable consideration in hand paid by Highland, LLC, GRANTEE, the receipt of which is hereby acknowledged, does grant, bargain, sell and convey unto the said Grantee and unto its successors and assigns forever the following described land, situated in Benton County, Arkansas:

TRACT 1:
THE NORTH HALF (N1/2) OF SOUTHEAST QUARTER (SE1/4) OF SECTION TWENTY-FOUR (24), TOWNSHIP NINETEEN (19) NORTH, RANGE THIRTY-TWO (32) WEST, ALSO, BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER (NW1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF SAID SECTION TWENTY-FOUR (24), SAID POINT BEING A SET COTTON SPINDLE IN THE INTERSECTION OF MASON VALLEY ROAD AND DANIELS ROAD; THENCE SOUTH 89 DEGREES, 08 MINUTES, 04 SECONDS EAST 2645.36 FEET TO A SET ALUMINUM CAPPED 1/2" IRON REBAR AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER (NE1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF SAID SECTION TWENTY-FOUR (24); THENCE SOUTH 00 DEGREES, 33 MINUTES 33 SECONDS WEST 1323.25 FEET TO AN EXISTING IRON AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER (NE1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF SAID SECTION TWENTY-FOUR (24); THENCE NORTH 89 DEGREES, 05 MINUTES, 58 SECONDS WEST 2642.06 FEET TO AN EXISTING IRON AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER (NW1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF SAID SECTION TWENTY-FOUR (24), SAID POINT BEING IN MASON VALLEY ROAD; THENCE NORTH 00 DEGREES, 24 MINUTES, 53 SECONDS EAST 1321.15 FEET TO THE POINT OF BEGINNING. SUBJECT TO THE RIGHT-OF-WAY OF MASON VALLEY ROAD ALONG THE ENTIRE WEST BOUNDARY.
TRACT 2:
THE NORTHEAST QUARTER (NE1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION NINETEEN (19), TOWNSHIP NINETEEN (19) NORTH, RANGE THIRTY-ONE (31) WEST, BENTON COUNTY, ARKANSAS, ALSO BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER (NE1/4) OF THE SOUTHWEST QUARTER (SWL/4) OF SAID SECTION NINETEEN (19) SAID POINT BEING AN EXISTING IRON IN HUTCHEN'S ROAD; THENCE LEAVING SAID ROAD SOUTH 89 DEGREES, 02 MINUTES, 36 SECONDS EAST 1318.71 FEET TO AN EXISTING IRON AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER (NE1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SAID SECTION NINETEEN (19); THENCE SOUTH 01 DEGREES, 02 MINUTES, 56 SECONDS WEST 1322.65 FEET TO AN EXISTING IRON AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER (NE1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SAID SECTION NINETEEN (19); THENCE NORTH 88 DEGREES. 37 MINUTES, 26 SECONDS WEST 1319.83 FEET TO AN EXISTING IRON AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER (NE1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SAID SECTION NINETEEN (19); THENCE NORTH 01 DEGREES, 05 MINUTES, 50 SECONDS EAST TO THE POINT OF BEGINNING. SUBJECT TO THE RIGHT-OF-WAY OF HUTCHEN'S ROAD ALONG THE ENTIRE WEST BOUNDARY.
ALSO.
THE FRACTIONAL SOUTHWEST QUARTER (FRL.SW1/4) OF THE FRACTIONAL NORTHWEST QUARTER (FRL.NW1/4) OF SECTION NINETEEN (19), TOWNSHIP NINETEEN (19) NORTH, RANGE THIRTY-ONE (31) WEST, BENTON COUNTY, ARKANSAS, ALSO, BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF THE FRACTIONAL SOUTHWEST QUARTER (FRL.SW1/4) OF THE FRACTIONAL NORTHWEST QUARTER (FRL.NW1/4) OF SAID SECTION NINETEEN (19), SAID POINT BEING A SET ALUMINUM CAPPED 1/2" IRON REBAR; THENCE SOUTH 88 DEGREES, 54 MINUTES, 01 SECONDS EAST 1647.61 FEET TO A SET ALUMINUM CAPPED 1/2" IRON REBAR AT THE NORTHEAST CORNER OF THE FRACTIONAL SOUTHWEST QUARTER (FRL.SW1/4) OF THE FRACTIONAL NORTHWEST QUARTER (FRL.NW1/4) OF SAID SECTION NINETEEN (19), SAID

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POINT BEING IN HUTCHEN'S ROAD; THENCE SOUTH 00 DEGREES, 52 MINUTES, 16 SECONDS WEST 1325.31 FEET TO AN EXISTING IRON AT THE SOUTHEAST CORNER OF THE FRACTIONAL SOUTHWEST QUARTER (FRL.SW1/4) OF THE FRACTIONAL NORTHWEST QUARTER (FRL.NW1/4) OF SAID SECTION NINETEEN (19), SAID POINT BEING IN HUTCHEN'S ROAD; THENCE LEAVING SAID ROAD NORTH 88 DEGREES, 49 MINUTES, 34 SECONDS WEST 1643.95 FEET TO A SET ALUMINUM CAPPED 1/2" IRON REBAR AT THE SOUTHWEST CORNER OF THE FRACIONAL SOUTHWEST QUARTER (FRL.SW1/4) OF THE FRACTIONAL NORTHWEST QUARTER (FRL.NW1/4) OF SAID SECTION NINETEEN (19); THENCE NORTH 00 DEGREES, 42 MINUTES, 44 SECONDS EAST 1323.20 FEET TO THE POINT OF BEGINNING. SUBJECT TO THE RIGHT-OF-WAY OF HUTCHEN'S ROAD ALONG THE ENTIRE EAST BOUNDARY.

TRACT 3:

A PART OF THE EAST HALF (E1/2) OF THE NORTHEAST QUARTER (NE1/4) OF SECTION THIRTY-THREE (33) AND THE WEST HALF (W1/2) OF THE NORTHWEST QUARTER (NW1/4) OF SECTION THIRTY-FOUR (34), ALL IN TOWNSHIP NINETEEN (19) NORTH, RANGE THIRTY-TWO (32) WEST, BENTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION THIRTY-FOUR (34), SAID POINT BEING AN EXISTING STONE MONUMENT; THENCE SOUTH 89 DEGREES, 00 MINUTES, 33 SECONDS EAST 1318.68 FEET TO A SET ALUMINIUM CAPPED 1/2" IRON PIN AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER (NW1/4) OF THE NORTHWEST QUARTER (NW1/4) OF SAID SECTION THIRTY-FOUR (34); THENCE SOUTH 01 DEGREES, 05 MINUTES, 08 SECONDS WEST 1321.23 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER (NW1/4) OF THE NORTHWEST QUARTER (NW1/4) OF SAID SECTION THIRTY-FOUR (34); THENCE SOUTH 01 DEGREES, 05 MINUTES, 08 SECONDS WEST 1321.24 FEET TO A SET COTTON SPINDLE AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER (SW1/4) OF THE NORTHWEST QUARTER (NW1/4) OF SAID SECTION THIRTY-FOUR (34), SAID POINT BEING IN AUBREY LONG ROAD; THENCE NORTH 88 DEGREES, 53 MINUTES, 18 SECONDS WEST 1316.02 FEET TO A SET COTTON SPINDLE AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER (SWL/4) OF THE NORTHWEST QUARTER (NW1/4) OF SAID SECTION THIRTY-FOUR (34), SAID POINT BEING IN AUBREY LONG ROAD; THENCE NORTH 89 DEGREES, 09 MINUTES, 20 SECONDS WEST ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER (SE1/4) OF THE NORTHEAST QUARTER (NE1/4) OF SAID SECTION THIRTY-THREE (33) 1184.85 FEET TO A SET COTTON SPINDLE AT THE SOUTHEAST CORNER OF THE WEST EIGHT (8) ACRES OF THE EAST HALF (EL/2) OF THE NORTHEAST QUARTER (NE1/4) OF SAID SECTION THIRTY-THREE (33), SAID POINT BEING IN AUBREY LONG ROAD; THENCE LEAVING SAID ROAD NORTH 00 DEGREES, 55 MINUTES, 53 SECONDS EAST 2643.46 FEET TO A SET 1/2" IRON REBAR ON THE NORTH LINE OF NORTHEAST QUARTER (NE1/4) OF THE NORTHEAST QUARTER (NE1/4) OF SAID SECTION THIRTY-THREE (33), SAID POINT BEING THE NORTHEAST CORNER OF THE WEST EIGHT (8) ACRES OF THE EAST HALF (E1/2) OF THE NORTHEAST QUARTER (NE1/4) OF SAID SECTION THIRTY-THREE (33); THENCE SOUTH 88 DEGREES, 58 MINUTES, 25 SECONDS EAST 1189.28 FEET TO THE POINT OF BEGINNING. SUBJECT TO THE RIGHT-OF-WAY OF AUBREY LONG ROAD ALONG THE ENTIRE SOUTH BOUNDARY.

TRACT 4:

THE SOUTHEAST QUARTER (SE1/4) OF THE NORTHEAST QUARTER (NE1/4) AND THE WEST HALF (W1/2) OF THE NORTHEAST QUARTER (NE1/4), ALL IN SECTION EIGHTEEN (18), TOWNSHIP NINETEEN (19) NORTH, RANGE THIRTY-ONE (31) WEST, BENTON COUNTY, ARKANSAS, ALSO BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER (SE1/4) OF THE NORTHEAST QUARTER (NE1/4) OF SAID SECTION EIGHTEEN (18) , SAID POINT BEING AN EXISTING IRON AT A FENCE CORNER; THENCE NORTH 88 DEGREES, 45 MINUTES, 14 SECONDS WEST 1321.74 FEET TO A SET ALUMINUM CAPPED 1/2" IRON REBAR AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER (SE1/4) OF THE NORTHEAST QUARTER (NE1/4) OF SAID SECTION EIGHTEEN (18); THENCE NORTH 88 DEGREES, 45 MINUTES, 14 SECONDS WEST 1321.75 FEET TO A SET ALUMINUM CAPPED 1/2" IRON REBAR AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER (SW1/4) OF THE NORTHEAST QUARTER (NE1/4) OF SAID SECTION EIGHTEEN (18); THENCE NORTH 00 DEGREES, 58 MINUTES, 14 SECONDS EAST 1311.19 FEET TO A SET ALUMINUM CAPPED 1/2" IRON REBAR AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER (SW1/4) OF THE NORTHEAST QUARTER (NE1/4) OF SAID SECTION EIGHTEEN (18);

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THENCE NORTH 00 DEGREES, 58 MINUTES, 14 SECONDS EAST 1311.19 FEET TO A SET ALUMINUM CAPPED 1/2" IRON REBAR AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER (NW1/4) OF THE NORTHEAST QUARTER (NE1/4) OF SAID SECTION EIGHTEEN (18), SAID POINT BEING IN THE INTERSECTION OF SOUTH TYCOON ROAD AND MOTLEY ROAD; THENCE SOUTH 89 DEGREES, 04 MINUTES, 45 SECONDS EAST 1321.67 FEET TO A SET ALUMINUM CAPPED 1/2" IRON REBAR AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER (NW1/4) OF THE NORTHEAST QUARTER (NE1/4) OF SAID SECTION EIGHTEEN (18), SAID POINT BEING IN MOTLEY ROAD; THENCE SOUTH 00 DEGREES, 58 MINUTES, 09 SECONDS WEST 1314.94 FEET TO A SET ALUMINUM CAPPED 1/2" IRON REBAR AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER (NW1/4) OF THE NORTHEAST QUARTER (NE1/4) OF SAID SECTION EIGHTEEN (18); THENCE SOUTH 88 DEGREES, 55 MINUTES, 00 SECONDS EAST 1321.70 FEET TO A SET ALUMINUM CAPPED 1/2" IRON REBAR AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER (SE1/4) OF THE NORTHEAST QUARTER (NE1/4) OF SAID SECTION EIGHTEEN (18); THENCE SOUTH 00 DEGREES, 58 MINUTES, 04 SECONDS WEST 1318.69 FEET TO THE POINT OF BEGINNING. SUBJECT TO THE RIGHT-OF-WAY OF MOTLEY ROAD ALONG THE NORTHERNMOST BOUNDARY AND THE RIGHT-OF-WAY OF SOUTH TYCOON ROAD ALONG THE WEST BOUNDARY.

TRACT 5:

THE WEST HALF (W1/2) OF THE NORTHEAST QUARTER (NE1/4) AND THE SOUTHWEST QUARTER (SW1/4) OF THE NORTHWEST QUARTER (NW1/4) AND THE NORTH HALF (N1/2) OF THE NORTHWEST QUARTER (NW1/4), ALL IN SECTION FOURTEEN (14), TOWNSHIP NINETEEN (19) NORTH, RANGE THIRTY-TWO (32) WEST, BENTON COUNTY, ARKANSAS, ALSO BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER (NW1/4) OF THE NORTHEAST QUARTER (NE1/4) OF SAID SECTION FOURTEEN (14), SAID POINT BEING AN EXISTING STONE MONUMENT; THENCE SOUTH 00 DEGREES, 47 MINUTES, 30 SECONDS WEST 2651.53 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST (SW1/4) OF THE NORTHEAST (NE1/4) OF SAID SECTION FOURTEEN (14), SAID POINT BEING IN GOODLETT ROAD AND FROM WHICH A 1/2" IRON REBAR REFERENCE IRON SET ON THE NORTH RIGHT-OF-WAY LINE OF SAID ROAD BEARS NORTH 00 DEGREES, 47 MINUTES, 30 SECONDS EAST 19.06 FEET; THENCE NORTH 89 DEGREES, 01 MINUTES, 47 SECONDS WEST 1311.94 FEET TO THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER (SW1/4) OF THE NORTHEAST QUARTER (NE1/4) OF SAID SECTION FOURTEEN (14), SAID POINT BEING IN GOODLETT ROAD AND FROM WHICH A 1/2" IRON REBAR REFERENCE IRON SET ON THE NORTH RIGHT-OF-WAY LINE OF SAID ROAD BEARS NORTH 00 DEGREES, 51 MINUTES, 14 SECONDS EAST 20.14 FEET; THENCE NORTH 00 DEGREES, 51 MINUTES, 14 SECONDS EAST 1322.66 FEET TO A SET ALUMINUM CAPPED 1/2" IRON REBAR AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER (SW1/4) OF THE NORTHEAST QUARTER (NE1/4) OF SAID SECTION FOURTEEN (14); THENCE NORTH 89 DEGREES, 06 MINUTES, 45 SECONDS WEST 1312.77 FEET TO A SET ALUMINUM CAPPED 1/2" IRON REBAR AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER (SW1/4) OF THE NORTHWEST QUARTER (NW1/4) OF SAID SECTION FOURTEEN (14); THENCE SOUTH 00 DEGREES, 49 MINUTES, 03 SECONDS WEST 1320.76 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER (SW1/4) OF THE NORTHWEST QUARTER (NW1/4) OF SAID SECTION FOURTEEN (14), SAID POINT BEING IN GOODLETT ROAD AND FROM WHICH A 1/2" IRON REBAR REFERENCE IRON SET ON THE NORTH RIGHT-OF-WAY LINE OF SAID ROAD BEARS NORTH 00 DEGREES, 49 MINUTES, 03 SECONDS EAST 18.45 FEET; THENCE NORTH 89 DEGREES, 01 MINUTES, 47 SECONDS WEST 1311.97 FEET TO AN EXISTING IRON AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER (SW1/4) OF THE NORTHWEST QUARTER (NW1/4) OF SAID SECTION FOURTEEN (14), SAID POINT BEING IN THE INTERSECTION OF GOODLETT ROAD AND VALLEY ROAD; THENCE NORTH 00 DEGREES, 46 MINUTES, 54 SECONDS EAST 2637.74 FEET TO A SET COTTON SPINDLE AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER (NW1/4) OF THE NORTHWEST QUARTER (NW1/4) OF SAID SECTION FOURTEEN (14), SAID POINT BEING IN VALLEY ROAD; THENCE LEAVING SAID ROAD SOUTH 89 DEGREES, 11 MINUTES, 42 SECONDS EAST 2627.22 FEET TO A SET ALUMINUM CAPPED 1/2" IRON REBAR AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER (NW1/4) OF THE NORTHEAST QUARTER (NE1/4) OF SAID SECTION FOURTEEN (14); THENCE SOUTH 89 DEGREES, 18 MINUTES, 06 SECONDS EAST 1309.06 FEET TO THE POINT OF BEGINNING. SUBJECT TO THE RIGHT-OF-WAY OF VALLEY ROAD ALONG THE ENTIRE WESTERNMOST BOUNDARY AND GOODLETT ROAD ALONG THE ENTIRE SOUTHERNMOST

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BOUNDARY.
TRACT 6:
THE SOUTHWEST QUARTER (SW1/4) OF THE SOUTHWEST QUARTER (SW1/4) AND A PART OF THE SOUTH THIRTY (30) ACRES OF THE SOUTHEAST QUARTER (SE1/4) OF THE SOUTHWEST QUARTER (SW1/4), ALL IN SECTION SEVENTEEN (17), TOWNSHIP NINETEEN (19) NORTH, RANGE THIRTY-ONE (31) WEST, BENTON COUNTY, ARKANSAS, ALL TOGETHER BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER (SW1/4) OF THE SOUTHWEST QUARTER (SW1/4), SAID POINT BEING A SET ALUMINUM CAPPED 1/2" IRON REBAR; THENCE SOUTH 88 DEGREES, 47 MINUTES, 00 SECONDS EAST 1321.17 FEET TO A SET ALUMINUM CAPPED 1/2" IRON REBAR AT THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER (SW1/4) OF THE SOUTHWEST QUARTER (SW1/4); THENCE SOUTH 00 DEGREES, 58 MINUTES, 22 SECONDS WEST ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER (SW1/4) OF THE SOUTHWEST QUARTER (SW1/4) 328.76 FEET TO A SET 1/2" IRON REBAR AT THE NORTHWEST CORNER OF THE SOUTH THIRTY (30) ACRES OF SAID SOUTHEAST QUARTER (SE1/4) OF THE SOUTHWEST QUARTER (SW1/4); THENCE SOUTH 88 DEGREES, 42 MINUTES, 50 SECONDS EAST ALONG THE NORTH LINE OF THE SOUTH THIRTY (30) ACRES OF SAID SOUTHEAST QUARTER (SE1/4) OF THE SOUTHWEST QUARTER (SW1/4) 1103.96 FEET TO A SET 1/2" IRON REBAR; THENCE SOUTH 00 DEGREES, 59 MINUTES, 06 SECONDS WEST 99.00 FEET TO A SET 1/2" IRON REBAR; THENCE SOUTH 88 DEGREES, 42 MINUTES, 50 SECONDS EAST 217.80 FEET TO A SET COTTON SPINDLE ON THE EAST LINE OF THE SOUTH THIRTY (30) ACRES OF SAID SOUTHEAST QUARTER (SE1/4) OF THE SOUTHWEST QUARTER (SW1/4); THENCE SOUTH 00 DEGREES, 59 MINUTES, 06 SECONDS WEST ALONG THE EAST LINE OF THE SOUTH THIRTY (30) ACRES OF SAID SOUTHEAST QUARTER (SE1/4) OF THE SOUTHWEST QUARTER (SW1/4) 681.02 FEET TO A SET COTTON SPINDLE; THENCE NORTH 88 DEGREES, 42 MINUTES, 50 SECONDS WEST 208.71 FEET TO A SET 1/2" IRON REBAR; THENCE SOUTH 00 DEGREES, 59 MINUTES, 06 SECONDS WEST 208.71 FEET TO A SET COTTON SPINDLE ON THE SOUTH LINE OF THE SOUTH THIRTY (30) ACRES OF SAID SOUTHEAST QUARTER (SE1/4) OF THE SOUTHWEST QUARTER (SW1/4); THENCE NORTH 88 DEGREES, 42 MINUTES, 50 SECONDS WEST 1112.84 FEET TO AN EXISTING RAILROAD SPIKE AT THE SOUTHWEST CORNER OF THE SOUTH THIRTY (30) ACRES OF SAID SOUTHEAST QUARTER (SE1/4) OF THE SOUTHWEST QUARTER (SW1/4); THENCE NORTH 88 DEGREES, 42 MINUTES, 42 SECONDS WEST 1320.25 FEET TO A SET COTTON SPINDLE AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER (SW1/4) OF THE SOUTHWEST QUARTER (SW1/4); THENCE NORTH 00 DEGREES, 55 MINUTES, 56 SECONDS EAST 1315.85 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED TRACT BEING SUBJECT TO THE RIGHT-OF-WAY OF ARKANSAS HIGHWAY #279 ALONG THE EASTERNMOST BOUNDARY AND THE RIGHT-OF-WAY OF VAUGHN ROAD ALONG THE SOUTHERNMOST BOUNDARY.
TRACT 7:
THE NORTHEAST QUARTER (NE1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION TWENTY-ONE (21), TOWNSHIP NINETEEN (19) NORTH, RANGE THIRTY-ONE (31) WEST, BENTON COUNTY, ARKANSAS, ALSO, BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID 40 ACRE TRACT, SAID POINT BEING IN PIERCY ROAD AND FROM WHICH A SET 1/2" REFERENCE IRON BEARS SOUTH 01 DEGREE, 10 MINUTES, 17 SECONDS WEST 28.93 FEET; THENCE SOUTH 01 DEGREE, 10 MINUTES, 17 SECONDS WEST 1318.68 FEET TO A SET ALUMINUM CAPPED 1/2" IRON REBAR AT THE SOUTHEAST CORNER OF SAID 40 ACRE TRACT; THENCE NORTH 88 DEGREES, 34 MINUTES, 38 SECONDS WEST 1315.33 FEET TO A SET ALUMINUM CAPPED 1/2" IRON REBAR AT THE SOUTHWEST CORNER OF SAID 40 ACRE TRACT; THENCE NORTH 01 DEGREE, 16 MINUTES, 35 SECONDS EAST 1319.25 FEET TO THE NORTHWEST CORNER OF SAID 40 ACRE TRACT, SAID POINT BEING IN PIERCY ROAD AND FROM WHICH A SET 1/2" REFERENCE IRON BEARS SOUTH 01 DEGREE, 16 MINUTES, 35 SECONDS WEST 28.44 FEET; THENCE SOUTH 88 DEGREES, 33 MINUTES, 08 SECONDS EAST 1312.91 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED TRACT BEING SUBJECT TO THE RIGHT-OF-WAY OF PIERCY ROAD ALONG THE ENTIRE NORTH BOUNDARY.
TRACT 8:
A PART OF THE SOUTHWEST QUARTER (SW1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION TWENTY-ONE (21), TOWNSHIP NINETEEN (19) NORTH, RANGE THIRTY-ONE (31) WEST, BENTON

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COUNTY, ARKANSAS, ALSO BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER (SW1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF SAID SECTION TWENTY-ONE (21), SAID POINT BEING A SET ALUMINUM CAPPED 1/2" IRON REBAR; THENCE SOUTH 88 DEGREES, 35 MINUTES, 15 SECONDS EAST 1317.32 FEET TO A SET ALUMINUM CAPPED 1/2" IRON REBAR AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER (SW1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF SAID SECTION TWENTY-ONE (21), SAID POINT BEING IN LEE HARRIS ROAD; THENCE SOUTH 01 DECREES, 09 MINUTES, 11 SECONDS WEST ALONG THE EAST LINE OF THE SOUTHWEST QUARTER (SW1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF SAID SECTION TWENTY-ONE (21) 1300.50 FEET TO A POINT IN THE CENTER OF BARRON ROAD; THENCE ALONG THE CENTER OF SAID ROAD, THE FOLLOWING BEARINGS AND DISTANCES: NORTH 75 DEGREES, 14 MINUTES, 04 SECONDS WEST 157.88 FEET; NORTH 75 DECREES, 16 MINUTES, 37 SECONDS WEST 139.07 FEET; NORTH 77 DEGREES, 12 MINUTES, 15 SECONDS WEST 220.67 FEET; NORTH 78 DEGREES, 02 MINUTES, 20 SECONDS WEST 87.42 FEET; NORTH 82 DEGREES, 15 MINUTES, 22 SECONDS WEST 59.37 FEET; NORTH 87 DEGREES, 02 MINUTES, 29 SECONDS WEST 178.92 FEET; NORTH 88 DEGREES, 45 MINUTES, 57 SECONDS WEST 94.23 FEET; SOUTH 87 DEGREES, 15 MINUTES, 38 SECONDS WEST 85.77 FEET; SOUTH 86 DEGREES, 16 MINUTES, 52 SECONDS WEST 203.15 FEET; SOUTH 76 DEGREES, 22 MINUTES, 06 SECONDS WEST 46.75 FEET; SOUTH 53 DEGREES, 03 MINUTES, 43 SECONDS WEST 33.30 FEET; SOUTH 40 DEGREES, 39 MINUTES, 07 SECONDS WEST 53.83 FEET; SOUTH 40 DEGREES, 37 MINUTES, 54 SECONDS WEST 2.22 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER (SW1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF SAID SECTION TWENTY-ONE (21) AND FROM WHICH A SET 1/2" REBAR REFERENCE IRON BEARS NORTH 01 DEGREES, 10 MINUTES, 17 SECONDS EAST 50.00 FEET; THENCE LEAVING THE CENTER OF SAID BARRON ROAD NORTH 01 DEGREES, 10 MINUTES, 17 SECONDS EAST 1261.96 FEET TO THE POINT OF BEGINNING. SUBJECT TO THE RIGHT-OF-WAY OF BARRON ROAD ALONG THE ENTIRE SOUTH BOUNDARY.

TRACT 9:

THE SOUTHEAST QUARTER (SE1/4) OF THE SOUTHEAST QUARTER (SE1/4) AND A PART OF THE NORTHEAST QUARTER (NE1/4) OF THE SOUTHEAST QUARTER (SE1/4), ALL IN SECTION TWENTY-ONE (21), TOWNSHIP NINETEEN (19) NORTH, RANGE THIRTY-ONE (31) WEST, BENTON COUNTY, ARKANSAS, ALSO BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER (NE1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF SAID SECTION TWENTY-ONE (21), SAID POINT BEING A SET ALUMINUM CAPPED 1/2" IRON REBAR IN LEE HARRIS ROAD; THENCE NORTH 01 DEGREES, 09 MINUTES, 11 SECONDS EAST ALONG THE WEST LINE OF THE NORTHEAST QUARTER (NE1/4) OF THE SOUTHEAST QUARTER (SE1/4), OF SAID SECTION TWENTY-ONE (21) 208.00 FEET TO A SET 1/2" IRON REBAR; THENCE SOUTH 88 DEGREES, 35 MINUTES, 15 SECONDS EAST 315.00 FEET TO A SET 1/2" IRON REBAR; THENCE SOUTH 01 DEGREES, 09 MINUTES, 11 SECONDS WEST 208.00 FEET TO A SET 1/2" IRON REBAR ON THE NORTH LINE OF THE SOUTHEAST QUARTER (SE1/4) OF THE SOUTHEAST QUARTER (SE1/4), OF SAID SECTION TWENTY-ONE (21); THENCE SOUTH 88 DEGREES, 35 MINUTES, 15 SECONDS EAST 1000.63 FEET TO A SET 1/2" IRON REBAR AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER (SE1/4) OF THE SOUTHEAST QUARTER (SE1/4), OF SAID SECTION TWENTY-ONE (21); THENCE SOUTH 01 DEGREES, 03 MINUTES, 39 SECONDS WEST 1318.02 FEET TO A SET ALUMINUM CAPPED 1/2" IRON REBAR AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER (SE1/4) OF THE SOUTHEAST QUARTER (SE1/4), OF SAID SECTION TWENTY-ONE (21); THENCE NORTH 88 DEGREES, 36 MINUTES, 08 SECONDS WEST 1317.74 FEET TO A SET ALUMINUM CAPPED 1/2" IRON REBAR AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER (SE1/4) OF THE SOUTHEAST QUARTER (SE1/4), OF SAID SECTION TWENTY-ONE (21); THENCE NORTH 01 DEGREES, 09 MINUTES, 11 SECONDS EAST 1318.35 FEET TO THE POINT OF BEGINNING. SUBJECT TO THE RIGHT-OF-WAY OF LEE HARRIS ROAD ALONG THE ENTIRE WEST BOUNDARY AND THE RIGHT-OF-WAY OF SEARS ROAD ALONG THE ENTIRE SOUTH BOUNDARY .

TRACT 10:

THE SOUTH HALF (S1/2) OF THE NORTHEAST QUARTER (NE1/4) OF SECTION TEN (10), TOWNSHIP NINETEEN (19) NORTH, RANGE THIRTY-ONE (31) WEST, ALSO BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID 80 ACRE TRACT, SAID POINT BEING AN EXISTING IRON; THENCE SOUTH 88 DEGREES, 47 MINUTES, 24 SECONDS EAST 2641.49 FEET TO A

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SET ALUMINUM CAPPED 1/2" IRON REBAR AT THE NORTHEAST CORNER OF SAID 80 ACRE TRACT; THENCE SOUTH 01 DEGREE, 04 MINUTES, 02 SECONDS WEST 1319.45 FEET TO A SET ALUMINUM CAPPED 1/2" IRON REBAR AT THE SOUTHEAST CORNER OF SAID 80 ACRE TRACT; THENCE NORTH 88 DEGREES, 42 MINUTES, 02 SECONDS WEST 2630.05 FEET TO AN EXISTING IRON AT THE SOUTHWEST CORNER OF SAID 80 ACRE TRACT; THENCE NORTH 00 DEGREES, 34 MINUTES, 06 SECONDS EAST 1315.43 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT: A PART OF THE SOUTH HALF (S1/2) OF THE NORTHEAST QUARTER (NE1/4) OF SECTION TEN (10), TOWNSHIP NINETEEN (19) NORTH, RANGE THIRTY-ONE (31) WEST, ALSO BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID 80 ACRE TRACT, SAID POINT BEING AN EXISTING IRON; THENCE SOUTH 88 DEGREES, 42 MINUTES, 02 SECONDS EAST ALONG THE SOUTH LINE OF SAID 80 ACRE TRACT 425.43 FEET; THENCE NORTH 24 DEGREES, 54 MINUTES, 59 SECONDS EAST 29.75 FEET TO A SET 1/2" IRON REBAR ON THE NORTH RIGHT-OF-WAY LINE OF SHELL ROAD FOR THE TRUE POINT OF BEGINNING; THENCE NORTH 24 DEGREES, 54 MINUTES, 59 SECONDS EAST 116.57 FEET TO A SET 1/2" IRON REBAR; THENCE SOUTH 65 DEGREES, 05 MINUTES, 01 SECONDS EAST 50.00 FEET TO A SET 1/2" IRON REBAR; THENCE SOUTH 24 DEGREES, 54 MINUTES, 59 SECONDS WEST 94.52 FEET TO A SET 1/2" IRON REBAR ON THE NORTH RIGHT-OF-WAY LINE OF SHELL ROAD; THENCE NORTH 88 DEGREES, 52 MINUTES, 52 SECONDS WEST 54.65 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED TRACT BEING SUBJECT TO THE RIGHT-OF-WAY OF SHELL ROAD ALONG THE ENTIRE SOUTH BOUNDARY.

TRACT 11:

THE WEST HALF (W1/2) OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION TWENTY-TWO (22), TOWNSHIP NINETEEN (19) NORTH, RANGE THIRTY-ONE (31) WEST, BENTON COUNTY, ARKANSAS, ALSO BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER (SW1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF SAID SECTION TWENTY-TWO (22), SAID POINT BEING IN THE INTERSECTION OF SEARS ROAD AND NOMAD ROAD; THENCE NORTH 89 DEGREES, 08 MINUTES, 29 SECONDS WEST 1315.96 FEET TO A SET ALUMINUM CAPPED 1/2" IRON REBAR AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER (SW1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF SAID SECTION TWENTY-TWO (22), SAID POINT BEING IN THE INTERSECTION OF SEARS ROAD AND MILL DAM ROAD; THENCE NORTH 01 DEGREES, 09 MINUTES, 22 SECONDS EAST 1310.28 FEET TO AN EXISTING IRON AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER (SW1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF SAID SECTION TWENTY-TWO (22), SAID POINT BEING IN MILL DAM ROAD; THENCE NORTH 01 DEGREES, 12 MINUTES, 49 SECONDS EAST 1324.50 FEET TO A SET ALUMINUM CAPPED 1/2" IRON REBAR AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER (NW1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF SAID SECTION TWENTY-TWO (22), SAID POINT BEING IN MILL DAM ROAD; THENCE LEAVING SAID ROAD SOUTH 89 DEGREES, 08 MINUTES, 05 SECONDS EAST 1315.44 FEET TO A SET ALUMINUM CAPPED 1/2" IRON REBAR AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER (NW1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF SAID SECTION TWENTY-TWO (22), SAID POINT BEING IN NOMAD ROAD; THENCE SOUTH 01 DEGREES, 09 MINUTES, 58 SECONDS WEST 1320.21 FEET TO A SET ALUMINUM CAPPED 1/2" IRON REBAR AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER (NW1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF SAID SECTION TWENTY-TWO (22), SAID POINT BEING IN NOMAD ROAD; THENCE SOUTH 01 DEGREES, 10 MINUTES, 53 SECONDS WEST 1314.42 FEET TO THE POINT OF BEGINNING. SUBJECT TO THE RIGHT-OF-WAY OF MILL DAM ROAD ALONG THE ENTIRE WEST BOUNDARY, THE RIGHT-OF-WAY OF NOMAD ALONG THE ENTIRE EAST BOUNDARY, AND THE RIGHT-OF-WAY OF SEARS ROAD ALONG THE ENTIRE SOUTH BOUNDARY.

TRACT 12:

THE SOUTHEAST QUARTER (SE1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION TWENTY-TWO (22), TOWNSHIP NINETEEN (19) NORTH, RANGE THIRTY-ONE (31) WEST, BENTON COUNTY, ARKANSAS, ALSO BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER (SE1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF SAID SECTION TWENTY-TWO (22), SAID POINT BEING A SET ALUMINUM CAPPED 1/2" IRON REBAR IN THE INTERSECTION OF HAGGERTY ROAD AND SEARS ROAD; THENCE NORTH 89 DEGREES, 08 MINUTES, 29 SECONDS WEST 1315.96 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER (SE1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF SAID SECTION TWENTY-TWO (22), SAID POINT BEING IN THE INTERSECTION OF SEARS ROAD AND NOMAD ROAD; THENCE NORTH 01

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DEGREES, 10 MINUTES, 53 SECONDS EAST 1314.42 FEET TO A SET ALUMINUM CAPPED 1/2" IRON REBAR AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER (SE1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF SAID SECTION TWENTY-TWO (22), SAID POINT BEING IN NOMAD ROAD; THENCE LEAVING SAID ROAD SOUTH 89 DEGREES, 18 MINUTES, 45 SECONDS EAST 1312.07 FEET TO AN EXISTING STONE MONUMENT AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER (SE1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF SAID SECTION TWENTY-TWO (22); THENCE SOUTH 01 DEGREES, 00 MINUTES, 41 SECONDS WEST 1318.32 FEET TO THE POINT OF BEGINNING. SUBJECT TO THE RIGHT-OF-WAY OF HAGGERTY ROAD ALONG THE ENTIRE SOUTH BOUNDARY AND THE RIGHT-OF-WAY OF NOMAD ALONG THE ENTIRE WEST BOUNDARY.

TRACT 13:

THE NORTHWEST QUARTER (NWL/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION TWENTY-SIX (26) AND A PART OF THE EAST HALF (E1/2) OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION TWENTY-SEVEN (27), ALL IN TOWNSHIP NINETEEN (19) NORTH, RANGE THIRTY-ONE (31) WEST, BENTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER (NE1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF SAID SECTION TWENTY-SEVEN (27), SAID POINT BEING AN EXISTING IRON; THENCE SOUTH 01 DEGREE, 04 MINUTES, 55 SECONDS WEST ALONG THE EAST LINE OF THE SOUTHEAST QUARTER (SE1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF SAID SECTION TWENTY-SEVEN (27) 894.82 FEET TO A SET 1/2" IRON REBAR; THENCE NORTH 89 DEGREES, 25 MINUTES, 44 SECONDS WEST 422.40 FEET TO A SET 1/2" IRON REBAR; THENCE SOUTH 01 DEGREE, 02 MINUTES, 58 SECONDS WEST 422.40 FEET TO AN EXISTING IRON ON THE SOUTH LINE OF THE SOUTHEAST QUARTER (SE1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF SAID SECTION TWENTY-SEVEN (27); THENCE NORTH 89 DEGREES, 25 MINUTES, 44 SECONDS WEST 890.23 FEET TO AN EXISTING IRON AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER (SE1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF SAID SECTION TWENTY-SEVEN (27); THENCE NORTH 01 DEGREE, 07 MINUTES, 29 SECONDS EAST 1319.98 FEET TO AN EXISTING IRON AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER (SE1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF SAID SECTION TWENTY-SEVEN (27); THENCE SOUTH 89 DEGREES, 18 MINUTES, 31 SECONDS EAST ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER (SE1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF SAID SECTION TWENTY-SEVEN (27) 399.09 FEET TO A SET 1/2" IRON REBAR; THENCE NORTH 00 DEGREES, 12 MINUTES, 44 SECONDS WEST 907.02 FEET TO A SET 1/2" IRON REBAR; THENCE NORTH 89 DEGREES, 34 MINUTES, 30 SECONDS EAST 932.84 FEET TO AN EXISTING IRON ON THE EAST LINE OF THE NORTHEAST QUARTER (NE1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF SAID SECTION TWENTY-SEVEN (27); THENCE NORTH 01 DEGREE, 03 MINUTES, 35 SECONDS EAST 392.45 FEET TO AN EXISTING IRON AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER (NW1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SAID SECTION TWENTY-SIX (26); THENCE SOUTH 88 DEGREES, 44 MINUTES, 46 SECONDS EAST 1323.29 FEET TO A SET ALUMINUM CAPPED 1/2" IRON REBAR AT THE NORTHEAST CORNER OF THE NORTHWEST (NW1/4) OF THE SOUTHWEST QUARTER (SWL/4) OF SAID SECTION TWENTY-SIX (26); THENCE SOUTH 01 DEGREE, 06 MINUTES, 37 SECONDS WEST 1319.89 FEET TO A SET ALUMINUM CAPPED 1/2" IRON REBAR AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER (NW1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SAID SECTION TWENTY-SIX (26); THENCE NORTH 88 DEGREES, 38 MINUTES, 41 SECONDS WEST 1322.26 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED TRACT BEING SUBJECT TO THE RIGHT-OF-WAY OF HAXTON ROAD.

TRACT 14:

A PART OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION SIXTEEN (16), THE NORTHEAST QUARTER (NE1/4) OF THE NORTHEAST QUARTER (NE1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION SEVENTEEN (17), AND A PART OF THE NORTHWEST QUARTER (NW1/4) OF THE NORTHEAST QUARTER (NE1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION SEVENTEEN (17), ALL IN TOWNSHIP NINETEEN (19) NORTH, RANGE THIRTY-ONE (31) WEST, BENTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST (SW1/4) OF SAID SECTION SIXTEEN (16), SAID POINT BEING AN EXISTING IRON IN THE INTERSECTION OF COUNTY ROAD #17 AND COUNTY ROAD #573; THENCE SOUTH 88 DEGREES, 28 MINUTES, 45 SECONDS EAST ALONG THE NORTH LINE OF SOUTHWEST QUARTER (SW1/4) OF SAID SECTION SIXTEEN (16) 992.57 FEET TO A SET COTTON

WARRANTY DEED

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SPINDLE ON THE WEST BOUNDARY OF BARRON CEMETERY, SAID POINT BEING IN COUNTY ROAD #573; THENCE LEAVING SAID ROAD SOUTH 01 DEGREE, 07 MINUTES, 07 SECONDS WEST 354.07 FEET TO A SET 1/2" IRON REBAR AT AN EXISTING FENCE CORNER AT THE SOUTHWEST CORNER OF SAID CEMETERY; THENCE SOUTH 89 DEGREES, 48 MINUTES, 51 SECONDS EAST 347.52 FEET TO A SET 1/2" IRON REBAR AT AN EXISTING FENCE CORNER AT THE SOUTHEAST CORNER OF SAID CEMETERY; THENCE NORTH 00 DEGREES, 00 MINUTES, 49 SECONDS EAST ALONG AN EXISTING FENCE ON THE EAST BOUNDARY OF SAID CEMETERY 346.09 FEET TO A SET 1/2" IRON REBAR SET ON THE NORTH LINE OF THE SOUTHWEST QUARTER (SW1/4) OF SAID SECTION SIXTEEN (16); THENCE SOUTH 88 DEGREES, 28 MINUTES, 48 SECONDS EAST 1302.70 FEET TO AN EXISTING IRON AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER (SW1/4) OF SAID SECTION SIXTEEN (16), SAID POINT BEING IN COUNTY ROAD #573; THENCE LEAVING SAID ROAD SOUTH 00 DEGREES, 59 MINUTES, 33 SECONDS WEST 2646.54 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER (SW1/4) OF SAID SECTION SIXTEEN (16), SAID POINT BEING IN ARKANSAS HIGHWAY #12 AND FROM WHICH A 1/2" IRON REBAR REFERENCE IRON SET ON THE NORTH RIGHT-OF-WAY LINE OF SAID HIGHWAY BEARS NORTH 00 DEGREES, 59 MINUTES, 33 SECONDS EAST 31.53 FEET; THENCE NORTH 88 DEGREES, 27 MINUTES, 38 SECONDS WEST 2632.13 FEET TO AN EXISTING RAILROAD SPIKE AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER (SW1/4) OF SAID SECTION SIXTEEN (16), SAID POINT BEING IN THE INTERSECTION OF COUNTY ROAD #17 AND ARKANSAS HIGHWAY #12; THENCE NORTH 00 DEGREES, 54 MINUTES, 26 SECONDS EAST ALONG THE WEST LINE OF THE SOUTHWEST QUARTER (SW1/4) OF SAID SECTION SIXTEEN (16) 1984.26 FEET TO A SET COTTON SPINDLE IN COUNTY ROAD #17; THENCE LEAVING SAID COUNTY ROAD #17 NORTH 88 DEGREES, 48 MINUTES, 46 SECONDS WEST 810.54 FEET TO A SET 1/2" IRON REBAR; THENCE NORTH 00 DEGREES, 56 MINUTES, 02 SECONDS EAST 332.00 FEET TO A SET 1/2" IRON REBAR; THENCE SOUTH 88 DEGREES, 48 MINUTES, 46 SECONDS EAST 150.00 FEET TO A SET 1/2" IRON REBAR; THENCE NORTH 00 DEGREES, 56 MINUTES, 02 SECONDS EAST 328.95 FEET TO A SET 1/2" IRON REBAR ON THE NORTH LINE OF SAID SECTION SEVENTEEN (17); THENCE SOUTH 88 DEGREES, 51 MINUTES, 12 SECONDS EAST 660.23 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED TRACT BEING SUBJECT TO THE RIGHT-OF-WAY OF COUNTY ROAD #17, THE RIGHT-OF-WAY OF COUNTY ROAD #573 AND THE RIGHT-OF-WAY OF ARKANSAS HIGHWAY #12.

Subject to all existing liens and easements.

TO HAVE AND TO HOLD the same unto the said Grantee and unto its successors and assigns forever, with all appurtenances thereunto belonging. And Grantor hereby covenants with the said Grantee that it will forever warrant and defend the title to said lands against all claims whatever.

IN TESTIMONY WHEREOF, the name of the Corporate Grantor is hereunto affixed by its President, this Dec 19, 2002.

Lee Harris Farms, Inc. A Corporation

By: [redacted]
President

WARRANTY DEED

2002 147568
Recorded in the Above
Deed Book & Page
12-19-2002 03:54:52 PM
Sue Hodges-Circuit Clerk
Benton County, AR

Prepared By:

OVERBEY, GRAHAM & STRIGEL, PLC
Attorneys at Law
209 North Block Avenue
Fayetteville, Arkansas 72701
(479) 442-3554

ARKANSAS DOCUMENTARY $1100 25224
ARKANSAS DOCUMENTARY $1100 25223
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ACKNOWLEDGMENT

STATE OF ARKANSAS

COUNTY OF BENTON

ARKANSAS DOCUMENTARY $1100 25220
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On this day, before me personally appeared Walter Lee Harris, to me well known, who acknowledged that he is the President of Lee Harris Farms, Inc., a corporation, and that he, as such officer, being authorized so to do, had executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such officer.

WITNESS my hand and official seal this 19 day of DECEMBER 2002.

[redacted]

Notary Public

ARKANSAS DOCUMENTARY $1100 25225

My Commission Expires:

KENDER CARROLL
NOTARY PUBLIC-STATE OF ARKANSAS
BENTON COUNTY
My Commission Expires March 2, 2012

ARKANSAS DOCUMENTARY $4.40 573190
ARKANSAS DOCUMENTARY $165 108101

I certify under penalty of false swearing that the legally correct amount of documentary stamps has been placed on this instrument.

ARKANSAS DOCUMENTARY $1100 25090
ARKANSAS DOCUMENTARY $1100 25085

NAME OF GRANTEE: Highland, LLC

Address: 1091 Highway 279 North
Centerton, Arkansas 72719

Signature: Highland, LLC

By: [redacted]

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1C NARRATIVE

1C NARRATIVE

401.10(a) Description and Purpose of PUD

Buffington Homes created Opal Park to be a destination community unlike anything currently in development in the NWA region. The development will incorporate principals of New Urbanism through the creation of a series of interconnected paths and sidewalks, numerous pocket parks, and community green spaces, a mix of housing types and sizes and a centrally featured low impact storm water park.

The purpose of the Planned Unit Development (PUD) request is to create an innovative mixed-use development with high standards, but which do not strictly comply to current options presented by the zoning code. This PUD will allow for commercial properties along the highway, standard single family style housing, row house style single family housing, and attached single family residential which is similar in nature to a townhome. The commercial properties will not only serve this development but also the surrounding areas.

There are ample amounts of open green space within the development, including a dog park, linear park, and a large storm park (over 13 acres) with walking trails and nature elements. The entirety of the development is very pedestrian friendly, with sidewalks and trails which connect all facets of the residential properties to the open green space and commercial units.

The idea behind the proposal was a mixed-use development, but also to cluster the residential together to leave a large area of open green space for the community to enjoy, rather than larger lots to achieve similar density without the green space. This creative approach to the layout of the development is an efficient use of the land that reduces the quantities of streets and utilities, leading to less impervious area, and less impacts to the city's maintenance crews for the public infrastructure. This also preserves and will greatly enhance many of the natural features on-site and will also prevent soil erosion by careful controlling the water through this area through a series of wet ponds.

401.10(b) PUD Districts Require Zoning Designation and Master Plan

Many detailed site plans are included with this booklet including an Overall Development Plan, Phasing Plan, and a Planning Area Plan to clearly and adequately show what is being proposed. In addition to these overall maps, a detailed site plan is also included which show street sizes, utility locations, setbacks, easements, and dimensions. This PUD application covers an area of 95.22 acres, exceeding the minimum required lot area of 10 acres.

401.10(c) Allowed uses in PUD district

- **Planning Area 1 (Commercial)** – This area will encompass the lots and areas where commercial uses shall be developed (either by Buffington Baron LLC or by others). This includes the areas along Highway 12, as well as the residential community clubhouse. This district shall be designed to provide convenience goods and personal services for the development as well as the surrounding communities. Commercial developments within this area shall generally conform in architecture and material to the proposed residential planning area.

  Goals of this planning area include the following:

  I. Minimize any potential incompatibilities between commercial developments and other types of land use;
  II. Provide opportunities for investment as new residential areas and thoroughfares are built, they are particularly designed to encourage the use of undeveloped lands in existing commercial areas;
  III. Provide sufficient space, at appropriate locations in close proximity to established residential areas for retail and service trade. Such commercial establishments should provide shopping needs of nearby residential areas; and,
  IV. Provide sufficient and appropriate space to meet anticipated future needs for planned commercial developments in central shopping districts, regional, community and neighborhood shopping centers.
  V. Provision of off-street parking in conjunction with commercial area development shall be fostered through commercial district establishments. Establishments will be encouraged through the districts to congregate in planned developments to the consumer and merchant's advantage.

  The zoning within this planning area will be based on the existing C1 (Neighborhood Commercial) zoning district. This district is designed to provide convenience goods and personal services for the development as well as the surrounding communities.

Table 1: Table of Allowed Uses

Uses Allowed By Right		
Residential	• Residential Facility: Assisted Living	• Residential Facility: Extended Medical Care
Recreation, Education, Public Assembly		• Cultural Studio
Services	• ATM Machine	• Adult Day Care
	• Child Care: Commercial	
	• Copy Services	• Financial Institution
	• Maintenance Service	• Medical Services: Doctor Office
	• Medical Services: Urgent Care Clinic (< 12,000 gsf)	
	• Office: Small Scale (< 4,000 gsf)	• Office: Large Scale (4,000 gsf to 12,000 gsf)
	• Personal Services	• Repair Services: Household
Retail	• Artisan Shop	• Bakery
	• Bar, Lounge or Tavern	• Convenience Store
	• Convenience Store that sells beer and/or light wine for off-site consumption	
	• Convenience Store that sells beer, light wine and/or spirits for off-site consumption	
	• Equipment Rental: Indoor	
	• Outdoor Vending, Private Property	• Pharmacy (< 12,000 gsf)
	• Retail: Small Scale (< 4,000 gsf)	• Retail: Large Scale (4,000 gsf to 12,000 gsf)
Uses Allowed with an Approved Conditional Use Permit		
Agriculture and Animals		• Animal Clinic
Recreation, Education, Public Assembly	• Commercial Recreation Facility: Indoor	• Educational Facility
Services	• Medical Services: Laboratory	
Retail	• Convenience Store that sells beer and/or light wine for off-site consumption within 500' of a city owned park or trail	
	• Convenience Store that sells beer, light wine and/or spirits for off-site consumption within 500' of a city owned park or trail	
	• Gas Station	• Restaurant
	• Restaurant: Drive-Through	• Restaurant: Microbrewery

- **<u>Planning Area 2 (Residential)</u>** - This planning area will encompass residential lots, alleys, houses, and areas where single family, townhomes, or attached homes shall be built or developed. This planning area is the largest of the three proposed planning areas and includes single family detached, and single family attached (2+ units).

  Goals of this planning area include the following:

  I. Provisions of adequate space at appropriate locations necessary to create an appropriate mix of housing alternatives for people of all lifestyles;
  II. Consideration to site selection and variety of choice;
  III. Prevention of congestion as much as possible by regulating population density, activity intensity and extent of building bulk in relation to area land use;
  IV. Control of structure height to provide light and air access through windows; and
  V. Promotion of desirable land use and development in order to protect district character and to conserve land and building value.

The zoning within this planning area will be based on the existing R2 (Medium Density Two Family and Townhomes Residential) zoning district. This district is designed to permit residential housing, whether single family detached or single-family attached.

<u>Permitted Uses:</u>

- Animal – Domestic or Household
- Community Garden
- Dwelling – Condominium, Modular, Single Family, Townhouse, Two-Family
- Library
- Park: Mini, Neighborhood, Community
- Child Care- Registered Family Home (5 children or less)
- Mobile Food Vendor

<u>Conditional Uses:</u>

- Botanical Garden
- Urban Farm
- Group Home
- Home Occupation Type B
- Community Center
- Educational Facility
- Golf Course
- Adult Day Care
- Child Care – Licensed Center
- Temporary Uses
- Child Care – Licensed Family Home (6-16 Children)
- Bed and Breakfast
- Public Safety Services
- Utility Facility
- Wireless Communication Facility (Cell Towers)

Accessory Uses (Not the primary use):

- Chicken, Hobby
- Dwelling – Accessory
- Home Occupation – Type A
- Solar Energy System
- Building Accessory – Nonresidential
- Donation Box

- **Planning Area 3 (Open Green Space)** – This planning area will encompass all the detention, drainage features, forested areas, natural areas, recreational features, and parks on-site. This planning area is designed to permit and encourage the minimum amount of development, protect natural features, encompass all common open space, and recreational features for the property.

These planning areas are further discussed in greater detail in Section E and Section F of this booklet, along with a map delineating each planning area.

This planning area will encompass all the detention, drainage features, forested areas, natural areas, recreational features, and parks on-site. This planning area is designed to permit and encourage the minimum amount of development, protect natural features, encompass all common open space, and recreational features for the property.

Permitted Uses:

- Botanical Garden
- Community Garden
- Greenhouse
- Plant Nursery
- Park: Mini, Neighborhood, Community
- Mobile Food Vendor

Conditional Uses:

- Outdoor Music Venue
- Public Safety Services
- Utility Facility
- Temporary Uses

Accessory Uses (Not the primary use):

- Solar Energy System
- Wind Energy System
- Building Accessory – Nonresidential
- Donation Box

401.10(d) Density Requirements for PUD district

Definition: Net residential acres - Gross acreage of the PUD site minus all public rights-of-way and less the area of all parcels or lots devoted to commercial, industrial, or institutional uses not of a residential nature. As it pertains to this PUD, the acreage shall omit Planning Area 1 and the public rights-of-way but include Planning Area 3.

Total Acreage: 95.22 Acres
Commercial: 11.74 Acres
Street R/W: 21.52 Acres
Net Residential Acres: 61.96 Acres

*All of the above acreages are approximate based on the site maps and may vary slightly.

401.10(e)(1) PUD district permitted modifications

- **Planning Area 1 (Commercial)**
  a. Density shall not be regulated for this planning area. The size of the commercial buildings shall be limited by landscaping and off-street parking requirements as well as any additional large scale development requirements.

  b. Setbacks for this planning area shall be as follows:

	Front		Side		Rear	
District	Parking in Front	No Parking in Front	Adjacent to Non-Residential District	Adjacent to Residential District	Adjacent to Non-Residential District	Adjacent to Residential District
Commercial	50'	20'	7'	15'	20'	25'

  c. Building heights within this planning area shall not exceed 40 feet. Where greater than 40 feet is requested, the structure shall be setback an additional foot for each foot in excess of the maximum height allowed.
  d. Lot size shall not be smaller than 7,000 square feet.
  e. Lot width shall not be less than 70 feet.
  f. There shall be no minimum lot depth, but there shall be a maximum lot coverage of 50%.
  g. Landscaping: Landscaping shall be consistent with Article 1400 of the Bentonville Municipal Code.
  h. Parking: Parking shall be associated with the proposed use and will conform to Section 501 of the Bentonville Municipal Code.
  i. Street widths are requested per the included site drawings. All streets shall be public, except for the drive adjacent to the proposed clubhouse, with parking on both sides. That shall be private. Street sections vary in width and right of way but shall meet the minimum street sections for pavement depth, cross-slope, and base and subgrade requirements.
  j. Where allowed, front, rear, and side loading shall be setback a minimum of 20’.

Additional Details

1. Architectural design standards: Architectural design standards of the proposed commercial use shall generally conform in architecture and material to the proposed residential planning area. These will be reviewed by The Architectural Control Committee (as outlined in the covenants) for final approval.

- **Planning Area 2 (Residential)**

a. Density shall not be regulated for this planning area, except by the minimum lot sizes as indicated in the below tables.

b. Building setbacks shall be as follows:

Residential (R) Districts Minimum Setback Standards					
District	Building Type	Front	Side		Rear
			Interior	Exterior ***	
Residential District	>59' Detached SF Lot	20'	7'	20'	25'
Residential District	44'-59' Detached SF Lot	20'	5' *	20'	20'
Residential District	Attached SF Lot (Townhome)	20'	0'/5' **	20'	20'

*For the 44’ to 59’ detached single family lots, a zero side setback is allowable as long as a 7’ side setback is proposed on the other property line.
** For the attached single family lots (townhomes), a zero side setback is allowed. At the end of the building, there shall be a minimum of 5’ to the lot line. A minimum of 10’ must be provided between buildings.
*** Exterior side setbacks shall be as measured to public streets only, not alleys. Where adjacent to alleys, a minimum of 5’ shall be provided.
Note: Setback shall be measured from the face of the building. Roof overhangs are permitted within the setback up to 24”.

c. Buildings shall not exceed a 30’ plate height. Elevations are provided with this document detailing proposed heights. No building or structure may exceed this number, which will be enforced by the Architectural Control Committee.

d. Lot size, (e.) width, and (f.) depth shall be as indicated in the following table.

Residential District Lot and Area Standards						
District	Building Type	Min. Lot Area (SF)	Min. Land Area/ Dwelling Unit (SF)	Min. Lot Width	Max. Lot Coverage	
					Interior	Exterior/Corner
Residential District	Single Family	4,000	N/A	30'	60%	65%
	Two-Family	5,000	N/A	40'	70%	75%
	Townhouse-Unit	1,500	N/A	15'	N/A	N/A
	All others not listed	6,000	N/A	40'	60%	65%

g. Landscaping: Landscaping shall be consistent with Article 1400 of the Bentonville Municipal Code.
h. Parking: Each unit shall be required to provide two off street parking spaces.
i. Street Widths: Street widths are requested per the included site drawings. All streets shall be public, except for the drive adjacent to the proposed clubhouse, with parking on both sides. That shall be private. Street sections vary in width and right of way but shall meet the minimum street sections for pavement depth, cross-slope, and base and subgrade requirements.

- **Planning Area 3 (Open Green Space)**
  a. Density shall not be regulated for this planning area, except by the minimum lot sizes as indicated in the below tables.
  b. Building setbacks shall be 30’ for front, side, and rear setbacks.
  c. Building heights, where allowed, shall not exceed 40’.
  d. Lot Size: There shall be no minimum lot size.
  e. Lot Width: There shall be no minimum lot width.
  f. Lot Depth: There shall be no minimum lot depth.
  g. Landscaping: Landscaping shall be consistent with Article 1400 of the Bentonville Municipal Code.
  h. Parking: Parking shall be associated with the proposed use and will conform to Section 501 of the Bentonville Municipal Code.
  i. Street Widths: Street widths are requested per the included site drawings. All streets shall be public, except for the drive adjacent to the proposed clubhouse, with parking on both sides. That shall be private. Street sections vary in width and right of way but shall meet the minimum street sections for pavement depth, cross-slope, and base and subgrade requirements.
  j. Garages shall not be allowed within this planning area.

401.10(f)(1) PUD Open Space Requirements

a. *Minimum area devoted to Open Space*:
   - Required Open Space by Code: A minimum of 20% of the total project area, exclusive of public right-of-way and parking lots, shall be devoted to common open space.
     - Total Project Area (TPA): 95.22 acres
     - Public right-of-way (RW): 21.29 acres
     - Commercial Lot Area: 11.74 Acres
     - Total Parking Area (50% of Commercial Assumed): 5.87 Acres
     - Remainder: 68.06 Acres (TPA – RW – Parking)

   - Required Open Space: +/- 13.61 Acres (20% of Remainder)
   - Provided Open Space: +/- 14.55 Acres (21.38%) *This does not include the anticipated buffer strip between the residential and commercial properties, which will not be known until designed.

b. *Equitable Distribution:*
   - The proposed open space is equitably distributed throughout the entirety of the project. In the first two phases there is a dog park and open space area. In the middle of the site, the large open space is provided with walking trails and retention ponds. In the final two phases there is a linear park and pocket parks.

c. *Preservation:*
   - All area located within Planning Area 3 will be preserved in accordance with the aforementioned uses and restrictions. A property owners associations and restrictive covenants will be utilized to restrict and manage this area, inclusive of all landscaping and maintenance.

d. *Accessible:*
   - All open space within the proposed PUD shall be connected with a pedestrian network so that all residential and commercial units can fully access each area. These pathways shall be ADA compliant with ramps and warning devices as regulated per federal standards.

e. *Common Open Space Options:*
   - There are multiple open green space areas on-site. This includes a linear park, dog park, pocket park, and the large central area. All of these will be vegetated with interconnectivity to the entire site. The large central area will include walking retention areas with walking trails and benches. Other open space options might be included and are not limited to grilling areas, public pools, tennis courts, basketball courts, soccer fields or any of the uses which were previously defined under Planning Area 3.

(f)(2) Parking Requirements

Parking shall be in compliance with Article 501 Off-Street Parking and Loading. Additionally there is on-street parking for guests, parking areas near the clubhouse, and on-street parking near the open green space areas for guest and adjacent developments to utilize.

(f)(3) Perimeter Requirements
Setbacks, both internal and on the perimeter of the site shall be in accordance with 401.10(e)(1)

(f)(3) Structural Design Standards
The PUD shall meet the design standards for large scale developments in the subdivision code and the following structural design standards.

a. Residential buildings will have their main entrances oriented toward the adjoining street. There will be no residences that are perpendicular or angled.
b. All structures shall have a common architectural theme. All structures shall follow the example architecture included with this booklet. All homes will be reviewed for compliance by the owners.
c. Avoid unbroken building facades of more than 100 feet.
d. Provide human scale features, especially at street level.
e. Avoid unarticulated and monotonous building facades and window placement.
f. Provide a variety of building heights and varied roofline articulation.
g. Aluminum, vinyl or fiberglass siding or roofing materials on the facades or sides of the building shall not be visible from a public right-of-way.

401.10(f)(2) PUD district prohibited modifications

Compliance with the development standards referenced in this code section will be demonstrated by way of the Large Scale Development submission.

401.10(g)(1) PUD districts common open space requirement

This proposal exceeds the minimum open space requirements for a PUD district.

401.10(g)(2) PUD district parking and off-street requirement

Compliance with the development standards referenced in this code section will be demonstrated by way of the Large Scale Development Surfaces.

401.10(g)(3) PUD district perimeter requirement

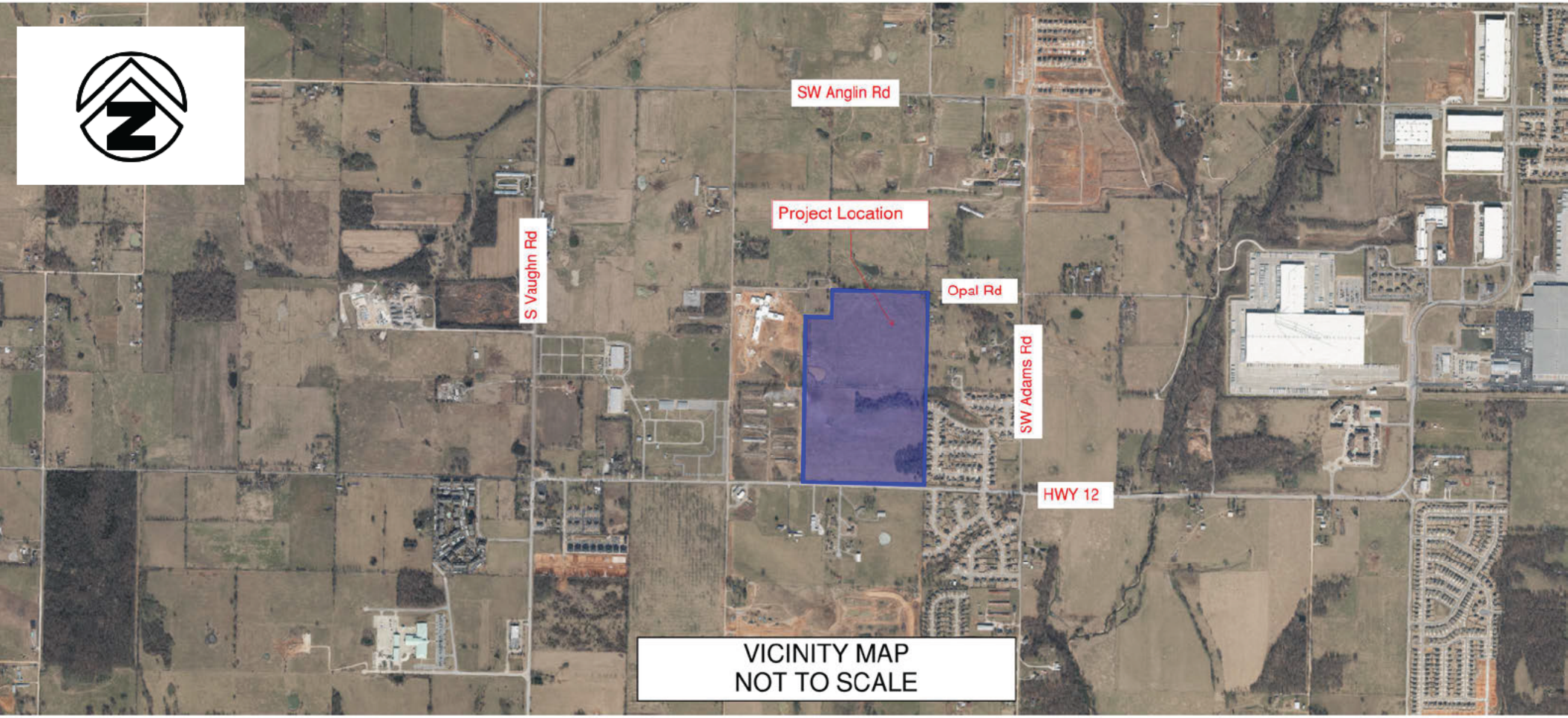
The master site plan is designed to ensure maximum compatibility with the surrounding land uses.

401.10(g)(4) PUD district structural design standard

Refer to Section 2D for documentation showing compliance with the structural design standards, such as elevations. Single-Family Lot’s building materials will consist of brick, stone, lap siding, board and batten siding.

2A MASTER SITE PLAN

Crafton Tull



VICINITY MAP
NOT TO SCALE

Buffington Homes
o:479.251.1106
w:buffingtonhomesar.com

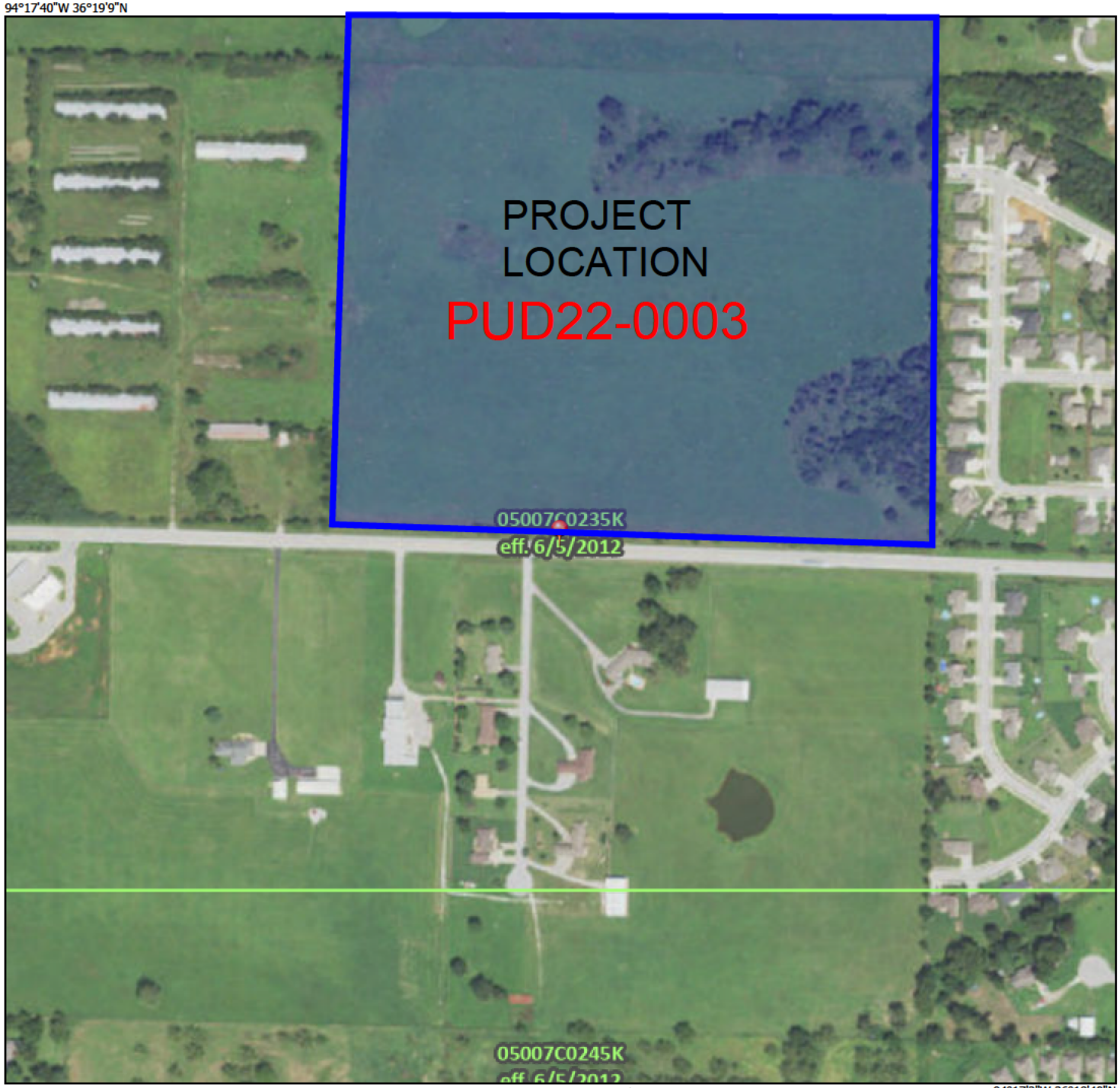
PUD22-0003

300 N College Ave., Suite 317
Fayetteville, Arkansas 72701
Crafton Tull
architecture | engineering | surveying
479.636.4838 t
www.craftontull.com

National Flood Hazard Layer FIRMette

FEMA

94°17'40"W 36°19'9"N



0 250 500 1,000 1,500 2,000 Feet

1:6,000

94°17'3"W 36°18'40"N

Basemap: USGS National Map: Orthoimagery: Data refreshed October, 2020

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS
- Without Base Flood Elevation (BFE) *Zone A, V, A99*
- With BFE or Depth *Zone AE, AO, AH, VE, AR*
- Regulatory Floodway

OTHER AREAS OF FLOOD HAZARD
- 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile *Zone X*
- Future Conditions 1% Annual Chance Flood Hazard *Zone X*
- Area with Reduced Flood Risk due to Levee. See Notes. *Zone X*
- Area with Flood Risk due to Levee *Zone D*

OTHER AREAS
- NO SCREEN Area of Minimal Flood Hazard *Zone X*
- Effective LOMRs
- Area of Undetermined Flood Hazard *Zone D*

GENERAL STRUCTURES
- Channel, Culvert, or Storm Sewer
- Levee, Dike, or Floodwall

OTHER FEATURES
- 20.2 / 17.5 Cross Sections with 1% Annual Chance / Water Surface Elevation
- Coastal Transect
- Base Flood Elevation Line (BFE)
- Limit of Study
- Jurisdiction Boundary
- Coastal Transect Baseline
- Profile Baseline
- Hydrographic Feature

MAP PANELS
- Digital Data Available
- No Digital Data Available
- Unmapped

N

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

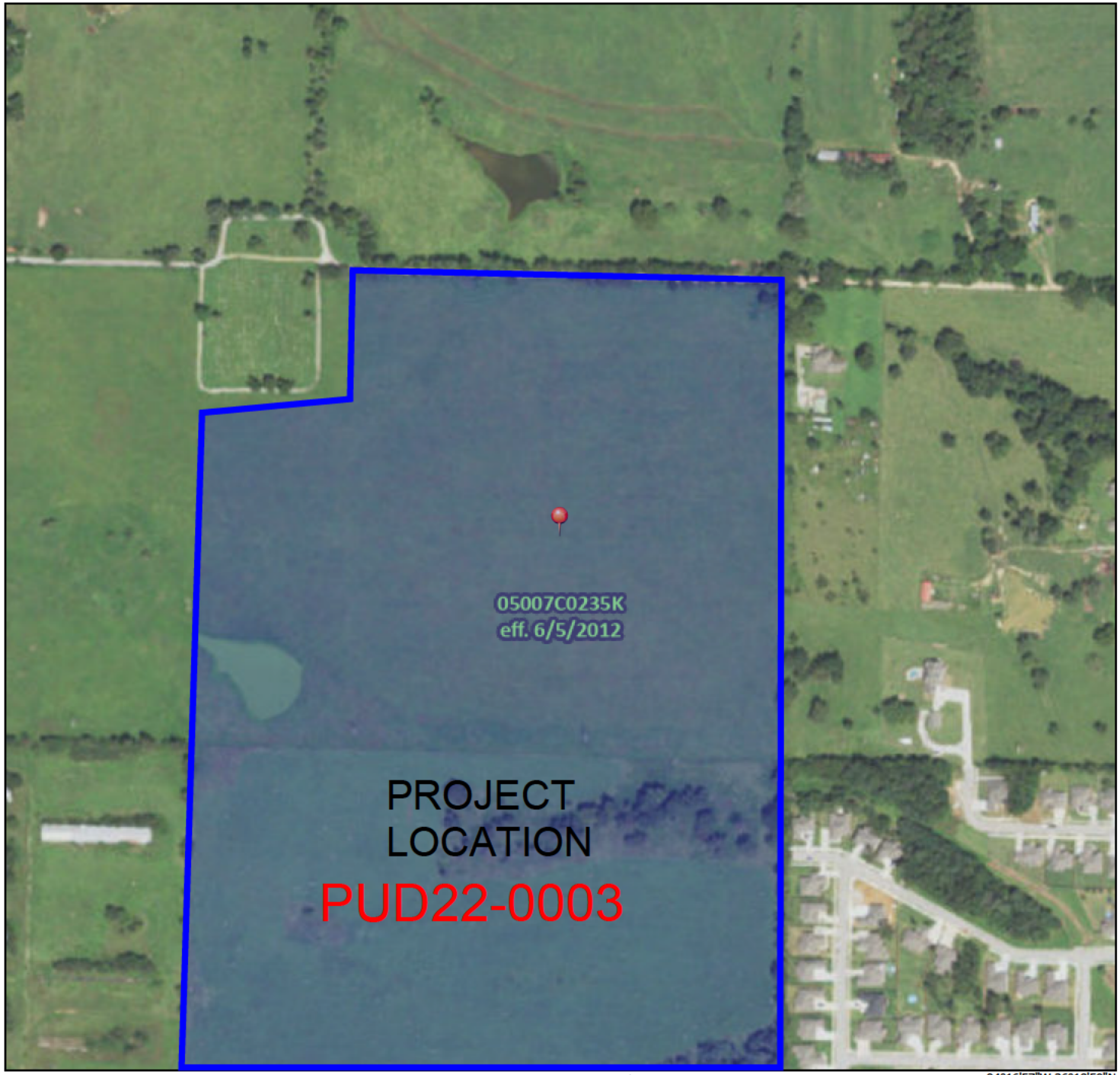
The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 1/13/2023 at 9:37 AM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

National Flood Hazard Layer FIRMette

FEMA

94°17'35"W 36°19'28"N



94°16'57"W 36°18'59"N

0 250 500 1,000 1,500 2,000 Feet

1:6,000

Basemap: USGS National Map: Orthoimagery: Data refreshed October, 2020

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS
- Without Base Flood Elevation (BFE) *Zone A, V, A99*
- With BFE or Depth *Zone AE, AO, AH, VE, AR*
- Regulatory Floodway

OTHER AREAS OF FLOOD HAZARD
- 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile *Zone X*
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- Profile Baseline
- Hydrographic Feature

MAP PANELS
- Digital Data Available
- No Digital Data Available
- Unmapped

N

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architecture | engineering | surveying

901 N 47th Street, Suite 200
Rogers, AR 72756

479.636.4838 (ph)
479.631.6224 (fax)

September 19, 2024

Ref: Adjacent Property Owners
Parcel 01-18081-000
SW Regional Airport Blvd – Bentonville, AR
CTA Project Number 21300200

I hereby certify that on this date I have made a search of the Benton County GIS web site and found the property owners and their addresses, which are adjacent to Parcel 01-18081-000, to be as shown on the attached page consisting of 49 individual parcel numbers. This certification does not apply to the accuracy of the Benton County GIS web site, only to their listing of the current owner's names and addresses.

Signed [redacted] ate: September 19, 2024

Professional Land Surveyor #1460
Crafton, Tull & Associates, Inc.
Agent

901 N 47th Street, Suite 200
Rogers, AR 72756

479.636.4838 (ph)
479.631.6224 (fax)

PARCEL 01-07960-075
ANGLIN PROPERTIES LLC
5985 SW ANGLIN RD BENTONVILLE AR 72713

PARCEL 18-08999-002
MATHEWS, JASON K & HARP, RENEE E
6095 OPAL RD BENTONVILLE AR 72713

PARCEL 01-17322-000
CABLE JOINT TRUST, GUY J JR & ELIZABETH A
5500 SW GUNSTOCK RD BENTONVILLE AR 72713

PARCEL 01-13714-000
NORTH FORK PROPERTY OWNERS ASSOCIATION
6407 SW HERITAGE AVE BENTONVILLE AR 72713

PARCEL 01-13637-000
PRESTIEN, SARA & MICHAEL
6502 SW FAIR VIEW BLVD BENTONVILLE AR 72713

PARCEL 01-13638-000
KINDY, PHILLIP DEAN & PATRICIA LOU
6500 SW FAIR VIEW BLVD BENTONVILLE AR 72713

PARCEL 01-13639-000
CHEMMANNUR, JITIN
6408 SW FAIR VIEW BLVD BENTONVILLE AR 72713

PARCEL 01-13640-000
WOOD, JUSTIN & VICTORIA
6406 SW FAIR VIEW BLVD BENTONVILLE AR 72713

PARCEL 01-13636-000
HUETT, HEATHER LYNN & BARGER, BRIAN J
5800 SW KNOTTY PINE RD BENTONVILLE AR 72713

PARCEL 01-13635-000
HARGER, ELISA CAROL
5802 SW KNOTTY PINE RD BENTONVILLE AR 72713

PARCEL 01-13634-000
JAMES, CHARLES H
5804 SW KNOTTY PINE RD BENTONVILLE AR 72713

PARCEL 01-13633-000
MOORE, BRYNE K JR & MOORE, ANITA
5806 SW KNOTTY PINE RD BENTONVILLE AR 72713

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479.636.4838 (ph)
479.631.6224 (fax)

PARCEL 01-13632-000
WILLIS, TIMOTHY WELDON & APRIL
5808 SW KNOTTY PINE RD BENTONVILLE AR 72713

PARCEL 01-13631-000
FREEMAN, ALPHINE HARVEY IV
5810 SW KNOTTY PINE RD BENTONVILLE AR 72713

PARCEL 01-13630-000
WHITSELL, ROWLAND
5900 SW KNOTTY PINE RD BENTONVILLE AR 72713

PARCEL 01-13629-000
NEWSOM, JASON & PRISCILLA
5902 SW KNOTTY PINE RD BENTONVILLE AR 72713

PARCEL 01-13628-000
HUFFORD, JENNIFER S & WILLIAMS, SHANNON H
5904 SW KNOTTY PINE RD BENTONVILLE AR 72713

PARCEL 01-13627-000
RENTAS, LINDSEY MAY & SEAN
5906 SW KNOTTY PINE RD BENTONVILLE AR 72713

PARCEL 01-13626-000
CHAUHAN, ANURADHA
5908 SW KNOTTY PINE RD BENTONVILLE AR 72713

PARCEL 01-13625-000
GOODSOLE, GEOFFREY C
6407 SW HERITAGE AVE BENTONVILLE AR 72713

PARCEL 01-13624-000
SIZEMORE, JAMES MILTON JR & RACHELLE
6405 SW HERITAGE AVE BENTONVILLE AR 72713

PARCEL 01-13670-000
MERRITT FAMILY TRUST -ROBERT DEWAYNE & LORI
6003 SW NORTH FORK ST BENTONVILLE AR 72713

PARCEL 01-13671-000
NGUYEN, JOHN T & EMILY B
5801 SW KNOTTY PINE RD BENTONVILLE AR 72713

PARCEL 01-13672-000
WATERS, JAMES & ANGELA
805 SW KNOTTY PINE RD BENTONVILLE AR 72713

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Rogers, AR 72756

479.636.4838 (ph)
479.631.6224 (fax)

PARCEL 01-13673-000
CAPLENA, BRANDON R
5807 SW KNOTTY PINE RD BENTONVILLE AR 72713

PARCEL 01-13674-000
DAVIS, ROBERT E & WESTHOFF, AARON J
5809 SW KNOTTY PINE RD BENTONVILLE AR 72713

PARCEL 01-13675-000
SANDERS, GARRETT
5811 SW KNOTTY PINE RD BENTONVILLE AR 72713

PARCEL 01-13688-000
SHANAHAN, KEVIN & IVA
6407 SW SHADY SIDE AVE BENTONVILLE AR 72713

PARCEL 01-13703-000
ADAMS, CHRISTOPHER & CAITLIN
6406 SW HERITAGE AVE BENTONVILLE AR 72713

PARCEL 01-13932-000
BROCK, KEVIN & ALISON
6102 SW OSAGE ST BENTONVILLE AR 72713

PARCEL 01-13933-000
WEEKS, RUSSEL D & SUSANN SOFIA
6100 SW OSAGE ST BENTONVILLE AR 72713

PARCEL 01-13934-000
MCDONOUGH, MICHAEL ANDREW & RAYCHEL LYNN
6101 SW OSAGE ST BENTONVILLE AR 72713

PARCEL 01-13935-000
GATES, DANIEL S & LAUREN
6103 SW OSAGE ST BENTONVILLE AR 72713

PARCEL 01-13967-000
CITY OF BENTONVILLE
1000 SW 14TH ST BENTONVILLE AR 72712

PARCEL 01-18082-000
CITY OF BENTONVILLE
1000 SW 14TH ST BENTONVILLE AR 72712

PARCEL 01-07968-002
FRAIL REVOCABLE TRUST, EDWARD & IMELDA
6103 SW LEE LN BENTONVILLE AR 72713

901 N 47th Street, Suite 200
Rogers, AR 72756

479.636.4838 (ph)
479.631.6224 (fax)

PARCEL 01-07968-000
FRAIL REVOCABLE TRUST, EDWARD L & IMELDA
6103 SW LEE LN
BENTONVILLE, AR

PARCEL 01-07968-005
FRAIL REVOCABLE TRUST, EDWARD & IMELDA
FRAIL, EDWARD & IMELDA TRUSTEES
6103 SW LEE LN
BENTONVILLE AR 72713

PARCEL 01-16730-000
CITY OF BENTONVILLE
1000 SW 14TH ST BENTONVILLE AR 72712

PARCEL 01-16724-000
PRASEUTSACK, PHAIVANH
3719 W LOCUST ST
ROGERS AR 72756

PARCEL 01-16725-000
TURNBOUGH, GARY D & KATHLEEN M
6102 SW LEE LN BENTONVILLE AR 72713

PARCEL 01-07968-025
TERRA FIRMA HOLDINGS LLC
PO BOX 1198 BENTONVILLE AR 72712

PARCEL 01-16729-001
PERKINS REV TRUST, MICHAEL JOHN & LEONA BETH
7355 SW REGIONAL AIRPORT BLVD BENTONVILLE AR 72713

PARCEL 01-07964-060
HIGHLAND LLC
c/o COUGHLIN, CYNTHIA H
PO BOX 129
CENTERTON AR 72719-0129

PARCEL 01-18080-000
BENTONVILLE SCHOOL DISTRICT NO 6 OF BENTON COUNTY ARKANSAS
500 TIGER BOULEVARD BENTONVILLE AR 72712-4208

PARCEL 01-18080-001
BUFFINGTON BARRON LLC
2826 E JOYCE BLVD STE 1 FAYETTEVILLE AR 72703

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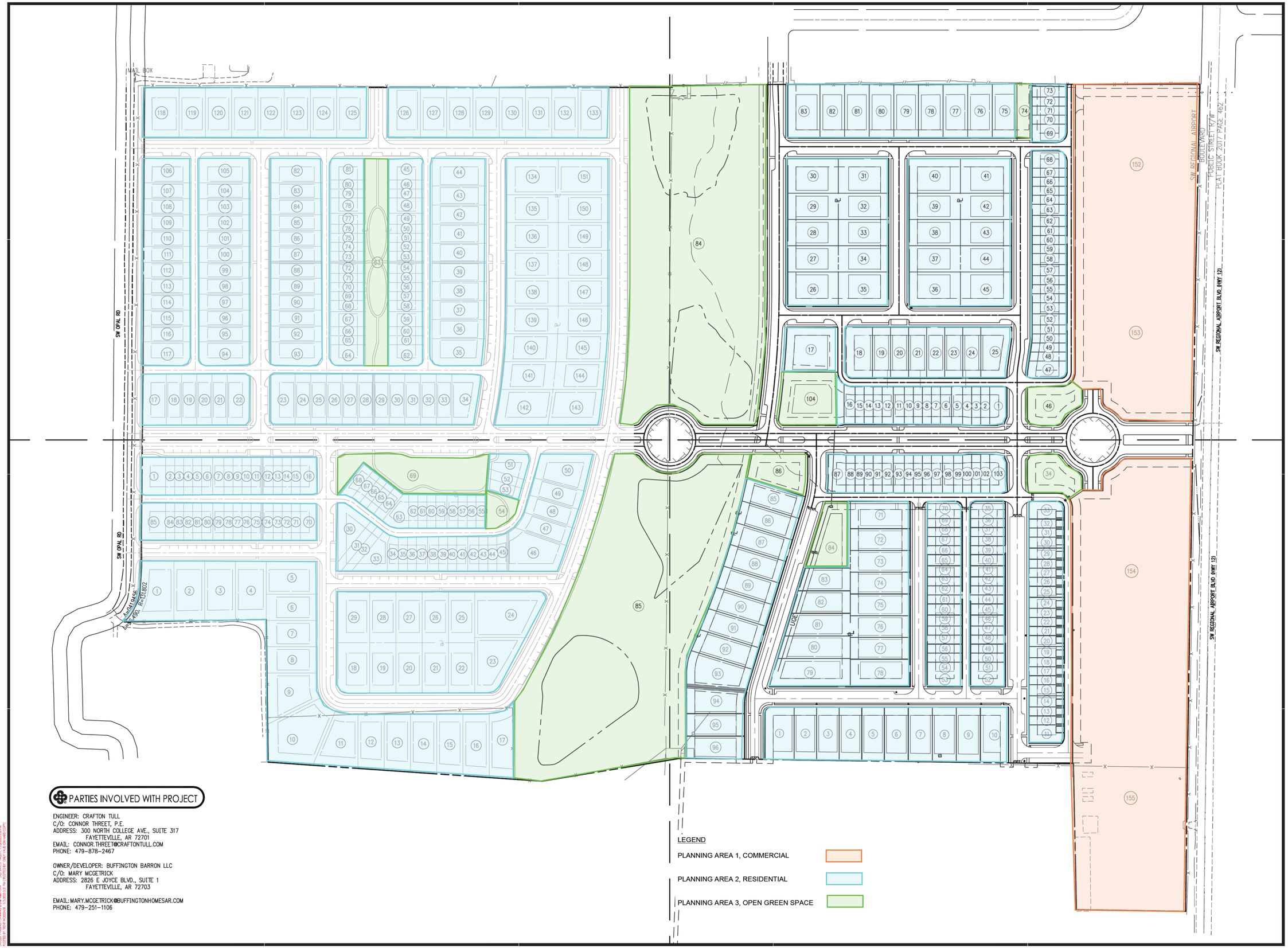
901 N 47th Street, Suite 200
Rogers, AR 72756

479.636.4838 (ph)
479.631.6224 (fax)

PARCEL 18-08994-000
BARRON CEMETERY
OPAL RD

PARCEL 18-08993-000
ANGLIN PROPERTIES LLC
5985 SW ANGLIN RD BENTONVILLE AR 72713

PARCEL 18-08985-000
ANGLIN PROPERTIES LLC
5985 SW ANGLIN RD BENTONVILLE AR 72713



PARTIES INVOLVED WITH PROJECT

ENGINEER: CRAFTON TULL
C/O: CONNOR THREET, P.E.
ADDRESS: 300 NORTH COLLEGE AVE., SUITE 317
FAYETTEVILLE, AR 72701
EMAIL: CONNOR.THREET@CRAFTONTULL.COM
PHONE: 479-878-2467

OWNER/DEVELOPER: BUFFINGTON BARRON LLC
C/O: MARY MCGETRICK
ADDRESS: 2826 E JOYCE BLVD., SUITE 1
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EMAIL: MARY.MCGETRICK@BUFFINGTONHOMESAR.COM
PHONE: 479-251-1106

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479 636.4838 t
www.craftontull.com

CERTIFICATE OF AUTHORIZATION:

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CRAFTON, TULL & ASSOCIATES, INC.
No. 109
ARKANSAS ENGINEER

GRAPHIC SCALE IN FEET
100' 0 100'

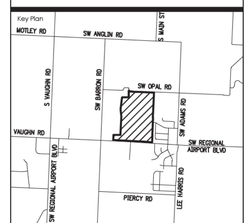
OPAL PARK PH I

BENTONVILLE, AR

PLANNING MAP

PUD22-0003

Key Plan



No	Description	Date

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PROJECT NO: 21300200
ISSUE DATE: 01/31/2025
CONTACT: C. THREET
QC by: M. LOVE
QC Date: 06/27/23

ISSUED FOR CONSTRUCTION

STATE OF ARKANSAS
LICENSED PROFESSIONAL ENGINEER
No. 19950
CONNOR THREET

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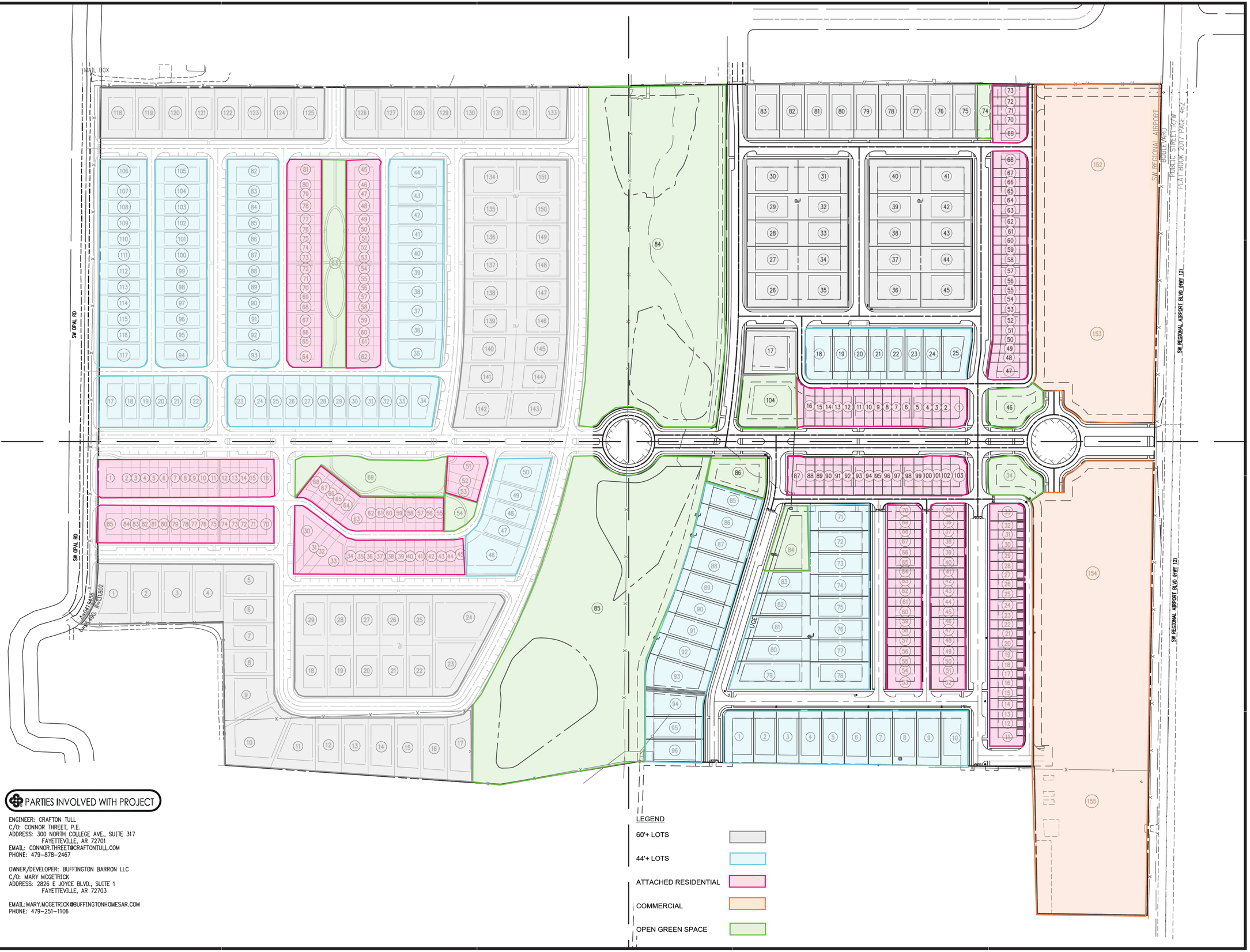
PP23-0003
PUD22-0003

DRAWING: O:\21300200_OPAL PARK\CAD\ARCHITECTURAL\MASTER PLAN\21300200_OPAL PARK MASTER PLAN 11-5-2025.DWG
PLOTTED: 11/5/2025 3:37 PM BY: MICHAEL LOVE
XREFS: BY: TREE BOUNDS.dwt, 11-5-2025 3:31 PM (PROTECTED) BY: CRAFTON TULL (DO NOT COPY)



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GRAPHIC SCALE IN FEET
100' 0 100'

OPAL PARK PH I

BENTONVILLE, AR

UNIT MIX MAP

PUD22-0003

Key Plan
MOTLEY RD
SW ANGLIN RD
MAIN ST
S VAUGHN RD
SW BARRON RD
SW OPAL RD
SW ADAMS RD
VAUGHN RD
SW REGIONAL AIRPORT BLVD
LEE HARRIS RD
PIERCY RD

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PP23-0003
PUD22-0003

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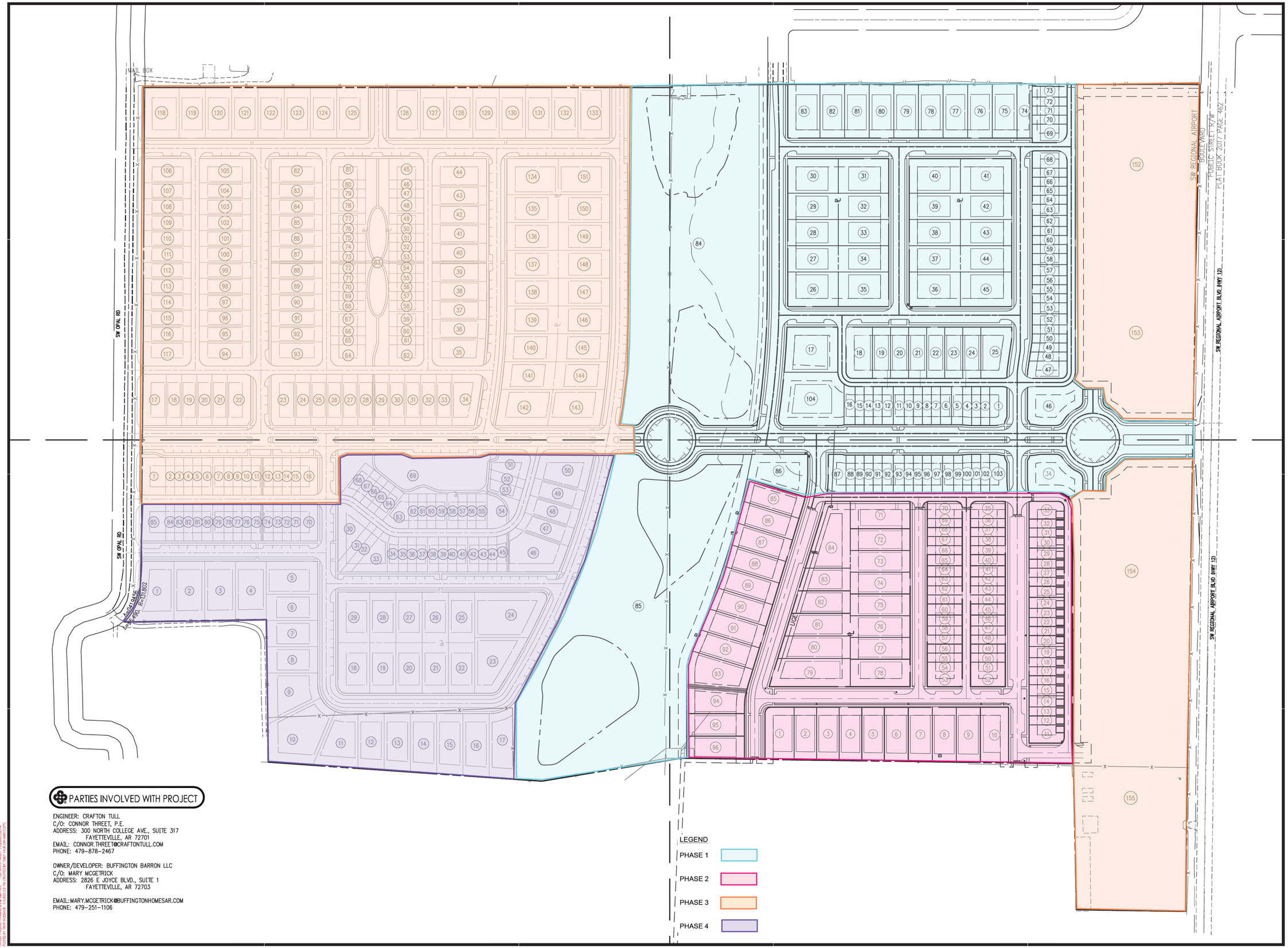

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ARKANSAS ENGINEER

GRAPHIC SCALE IN FEET
100' 0 100'

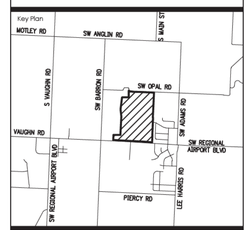
OPAL PARK PH I

BENTONVILLE, AR

PHASING MAP

PUD22-0003

Key Plan



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QC Date: 06/27/23

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PP23-0003
PUD22-0003

DRAWING: O:\21300200_OPAL PARK\CIVIL\PLAT\REVISED PLAT\PHASING PLAT 2025.DWG, 1/31/2025 1:08:15 PM, CONNOR THREET
PLOTTED BY: CONNOR THREET, P.E. ON 1:1 PLUS (ON HARD COPY)

C-102 MATCH LINE

LOT COUNT

TOTAL LOTS: 426
TOTAL RESIDENTIAL LOTS: 413
60'+ LOTS: 116
44' LOTS: 89
ATTACHED SF LOTS: 208

TOTAL COMMERCIAL LOTS: 4
TOTAL OPEN SPACE LOTS: 9

PARTIES INVOLVED WITH PROJECT

ENGINEER: CRAFTON TULL
C/O: CONNOR THREET, P.E.
ADDRESS: 300 NORTH COLLEGE AVE., SUITE 317
FAYETTEVILLE, AR 72701
EMAIL: CONNOR.THREET@CRAFTONTULL.COM
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EMAIL: MARY.MCGETRICK@BUFFINGTONHOMESAR.COM
PHONE: 479-251-1106

SW OPAL RD

L=41.01'
L=366.90', R=1,015.92'

POA LOT

POA LOT

POA LOT

MATCH LINE C-103

300 N College Ave. Suite 317
Fayetteville Arkansas 72701
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No. 109
ARKANSAS ENGINEER

GRAPHIC SCALE IN FEET
60' 0 60'

OPAL PARK PH I

BENTONVILLE, AR

PUD22-0003

Key Plan
MOTLEY RD
SW ANGLIN RD
S MAIN ST
S VAUGHN RD
SW BARRON RD
SW OPAL RD
SW ADAMS RD
VAUGHN RD
SW REGIONAL AIRPORT BLVD
PIERCY RD
LEE HARRIS RD

No	Description	Date

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QC by: M. LOVE
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No. 19950
CONNOR THREET

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PP23-0003

SITE PLAN A

C-101

DRAWING: C:\USERS\CONNOR.THREET\DESKTOP\CTA\DWG\OPAL PARK 21\VOLUME\PLAN 11\C-102.DWG
LAST SAVED BY: Mark Lovell 1/31/2025 1:03:38 PM PLOTTED BY: Mark Lovell 1/31/2025 1:03:38 PM
NOTES BY: TEDD WOODS

PARTIES INVOLVED WITH PROJECT

ENGINEER: CRAFTON TULL
C/O: CONNOR THREET, P.E.
ADDRESS: 300 NORTH COLLEGE AVE., SUITE 317
FAYETTEVILLE, AR 72701
EMAIL: CONNOR.THREET@CRAFTONTULL.COM
PHONE: 479-878-2467

OWNER/DEVELOPER: BUFFINGTON BARRON LLC
C/O: MARY MCGETRICK
ADDRESS: 2826 E JOYCE BLVD., SUITE 1
FAYETTEVILLE, AR 72703

EMAIL: MARY.MCGETRICK@BUFFINGTONHOMESAR.COM
PHONE: 479-251-1106

300 N College Ave. Suite 317
Fayetteville Arkansas 72701
Crafton Tull
architecture | engineering | surveying
479.636.4838 t
www.craftontull.com

CERTIFICATE OF AUTHORIZATION:

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

GRAPHIC SCALE IN FEET
60' 0 60'

OPAL PARK PH I

BENTONVILLE, AR

PUD22-0003

Key Plan
MOTLEY RD
SW ANGLIN RD
MAIN ST
S VAUGHN RD
SW BARRON RD
SW OPAL RD
SW ADAMS RD
VAUGHN RD
SW REGIONAL AIRPORT BLVD
LEE HARRIS RD
PIERCY RD

No	Description	Date

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PROJECT NO: 21300200
ISSUE DATE: 01/31/2025
CONTACT: C. THREET
QC by: M. LOVE
QC Date: 06/27/23

ISSUED FOR CONSTRUCTION

STATE OF ARKANSAS
LICENSED PROFESSIONAL ENGINEER
No. 19950
CONNOR THREET

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PP23-0003

SITE PLAN B

C-102

DRAWING: C:\21300200_OPAL PARK\Active\PLANS\CAD\LAND\OPAL PARK 22\CIVIL\SITE PLAN\ 11x25\25.DWG
LAYOUT: PLAN B - SITE PLAN - 11/25/2025 3:39 PM
XREFS BIT: 7808 PLOTSTYLE: CTB PLOTTED BY: CRAIG HUELSEN HARD COPY

C-104 MATCH LINE

C-101 MATCH LINE

SW REGIONAL AIRPORT BLVD (HWY 12)

POA LOT

UGE

GAS REGULATOR

PARTIES INVOLVED WITH PROJECT

ENGINEER: CRAFTON TULL
C/O: CONNOR THREET, P.E.
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EMAIL: CONNOR.THREET@CRAFTONTULL.COM
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FAYETTEVILLE, AR 72703

EMAIL: MARY.MCGETRICK@BUFFINGTONHOMESAR.COM
PHONE: 479-251-1106

GRAPHIC SCALE IN FEET
60' 0 60'

OPAL PARK PH I

BENTONVILLE, AR

PUD22-0003

Key Plan

MOTLEY RD
SW ANGLIN RD
S MAIN ST
S VAUGHN RD
SW BARRON RD
SW OPAL RD
SW ADAMS RD
VAUGHN RD
SW REGIONAL AIRPORT BLVD
SW REGIONAL AIRPORT BLVD
PIERCY RD
LEE HARRIS RD

No	Description	Date

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SITE PLAN C

C-103

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DRAWING F:\CLIENTDOCS_DRIVE\OPAL\DWG\PERMITDRGS\PUD\C3D\OPAL PUD SITE PLAN 11X17.DWG
LAST SAVED BY: CTHREET 1/31/2025 3:38 PM
PLOTTED BY: CTHREET 1/31/2025 3:38 PM

C-102

MATCH LINE

S87° 07' 43"E 7.72

S1° 45' 11"W 283.46'

S2° 25' 23"W 329.97'

S1° 53' 23"W 240.00'

S2° 56' 35"W 159.99'

S2° 09' 24"W 272.57'

POA LOT

SE CORNER LOT 2 OF OPAL SUBDIVISION PLAT BOOK 2017 PAGE 462

N88° 24' 33"W 453.07' ALONG THE NORTH R/W OF PUBLIC STREET R/W

SW REGIONAL AIRPORT BLVD (HWY 12)

PLAT BOOK 2017 PAGE 462

N68° 42' 00"W 124.15'

C-103 MATCH LINE

PARTIES INVOLVED WITH PROJECT

ENGINEER: CRAFTON TULL
C/O: CONNOR THREET, P.E.
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No. 109
ARKANSAS ENGINEER

GRAPHIC SCALE IN FEET
60' 0 60'

OPAL PARK PH I

BENTONVILLE, AR

PUD22-0003

Key Plan
MOTLEY RD
SW ANGLIN RD
S MAIN ST
S VAUGHN RD
SW BARRON RD
SW OPAL RD
SW ADAMS RD
VAUGHN RD
SW REGIONAL AIRPORT BLVD
LEE HARRIS RD
PIERCY RD

No	Description	Date

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CONTACT: C. THREET
QC by: M. LOVE
QC Date: 06/27/25

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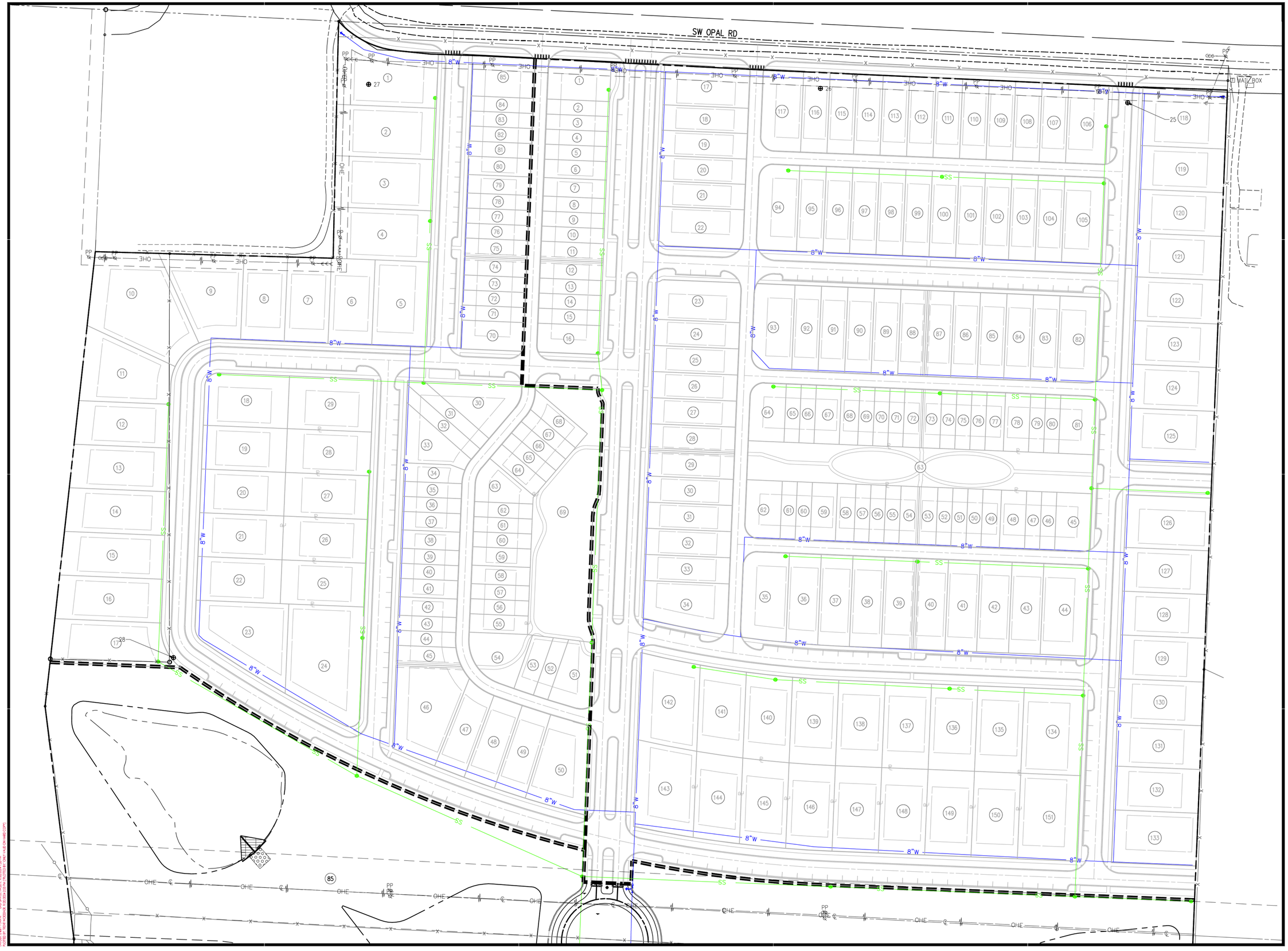
PP23-0003

SITE PLAN D

C-104

DRAWING:C:\21300200_SHEETS\DWGS\PLANSHEETS\SITE\SHEETS\SITE\DWG\OPAL PARK 2.DWG,SITE PLAN 11-05-2025.DWG
LAYOUT: SITE PLAN 11-05-2025 PLOTTED BY: CONNOR THREET
PLOTTED BY: TROY PHOENIX 11/5/2025 3:39 PM



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ARKANSAS ENGINEER

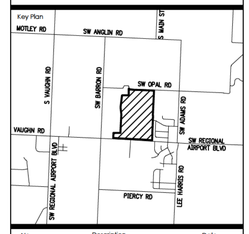
GRAPHIC SCALE IN FEET
60' 0 60'

OPAL PARK PH I

BENTONVILLE, AR

PUD22-0003

Key Plan



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QC Date: 06/27/23

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UTILITY PLAN A

C-105

DRAWING ID:C13300_SHEETS\ENGINEERING\PLANSHEETS\C105_UTILITY PLAN.DWG
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GRAPHIC SCALE IN FEET
60' 0 60'

OPAL PARK PH I

BENTONVILLE, AR

Key Plan
MOTLEY RD
SW ANGLIN RD
MAIN ST
S VAUGHN RD
SW BARRON RD
SW OPAL RD
LEE HARRIS RD
VAUGHN RD
SW REGIONAL AIRPORT BLVD
PIERCY RD

No	Description	Date

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PP23-0003

UTILITY PLAN B

C-106

DRAWING CV:\2023\21300200_OPAL PARK PH I\CONSTRUCTION\CAD\PLANS\OPAL PARK 23 CVR SHEET.DWG, 1/31/2025 2:13:47 PM, CTHREET
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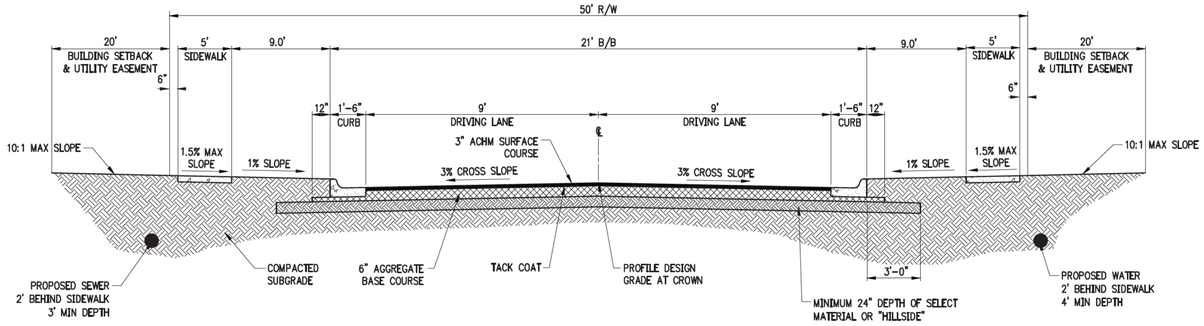
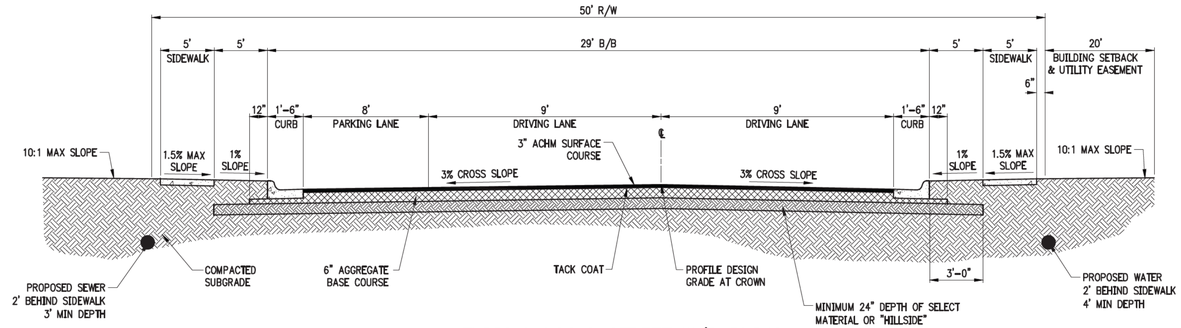
NOTICE: BY THEIR PURCHASE, 1/31/2025 2:13:47 PM CTHREET ACCEPTS BY ENTITY HOLDS OR MAKES COPY

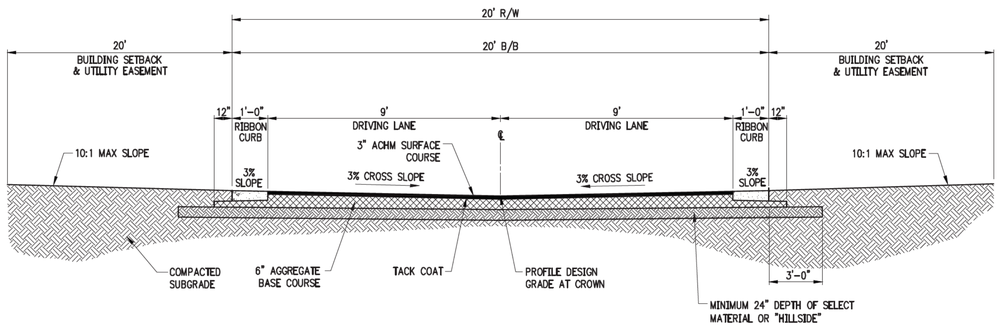


TYPICAL LOCAL STREET
NTS

NOTES:
1. STAIRS ARE ALLOWABLE WITHIN THE BUILDING SETBACK AND UTILITY EASEMENT, BUT MUST BE A MINIMUM OF 10' FROM WATER OR SEWER INFRASTRUCTURE.
2. SEWER WILL BE LOCATED 2' BEHIND THE SIDEWALK AND A MINIMUM OF 3' BELOW FINAL GRADE.
3. WATER WILL BE LOCATED 2' BEHIND THE SIDEWALK AND A MINIMUM OF 4' BELOW FINAL GRADE.



TYPICAL LOCAL STREET W/PARKING
NTS



TYPICAL ALLEY
NTS (HONEY OPAL ALLEY & MOONSTONE ALLEY)

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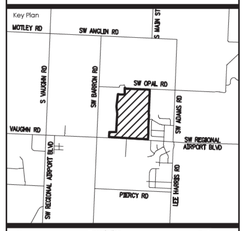
BENTONVILLE, AR

Key Plan


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PP23-0003
08/27/2024
TYPICAL STREET SECTIONS

C-501

DRAWING: C:\T\21300200_SPARROW_INFRASTRUCTURE\PLANS\OPAL PARK 22\CROSS SECTIONS.DWG
LAYOUT: C-501 TYPICAL STREET SECTIONS
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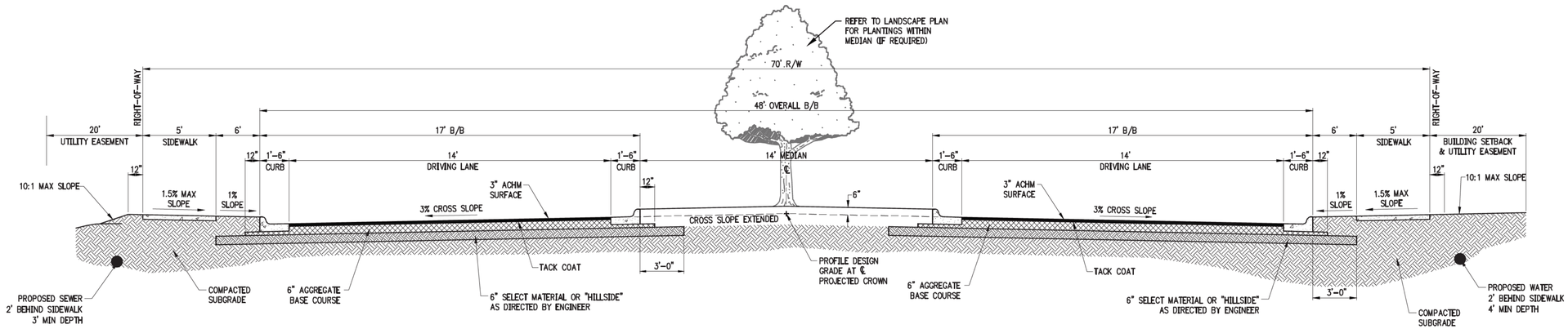
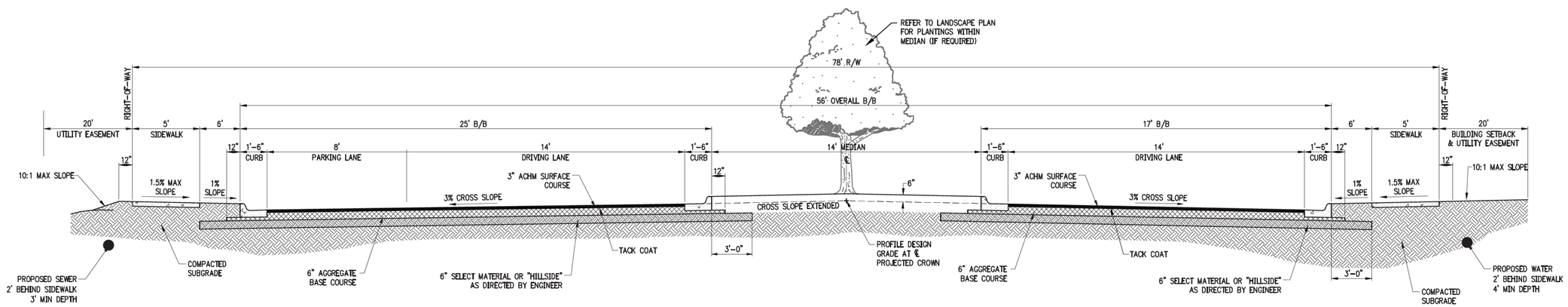


TYPICAL MEDIAN-DIVIDED LOCAL STREET
NTS

NOTES:
1. STAIRS ARE ALLOWABLE WITHIN THE BUILDING SETBACK AND UTILITY EASEMENT, BUT MUST BE A MINIMUM OF 10' FROM WATER OR SEWER INFRASTRUCTURE.
2. SEWER WILL BE LOCATED 2' BEHIND THE SIDEWALK AND A MINIMUM OF 3' BELOW FINAL GRADE.
3. WATER WILL BE LOCATED 2' BEHIND THE SIDEWALK AND A MINIMUM OF 4' BELOW FINAL GRADE.



TYPICAL MEDIAN-DIVIDED LOCAL STREET W/ PARKING
NTS

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Fayetteville Arkansas 72701
Crafton Tull
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479 636.4838 t
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ARKANSAS ENGINEER

OPAL PARK PH I
BENTONVILLE, AR

Key Plan
MOTLEY RD
SW ANGLIN RD
S MAIN ST
S VAUGHN RD
SW DARDEN RD
SW OPAL RD
VAUGHN RD
SW ADAMS RD
SW REGIONAL AIRPORT BLVD
PERCY RD
LEE HARRIS RD

No	Description	Date

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QC by: M. LOVE
QC Date: 08/27/24

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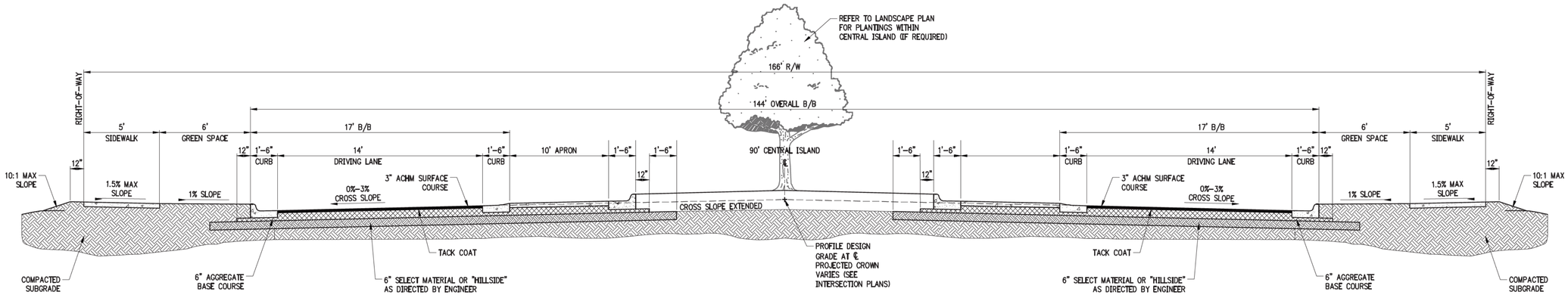
CONNOR THREET
08/27/2024

PP23-0003

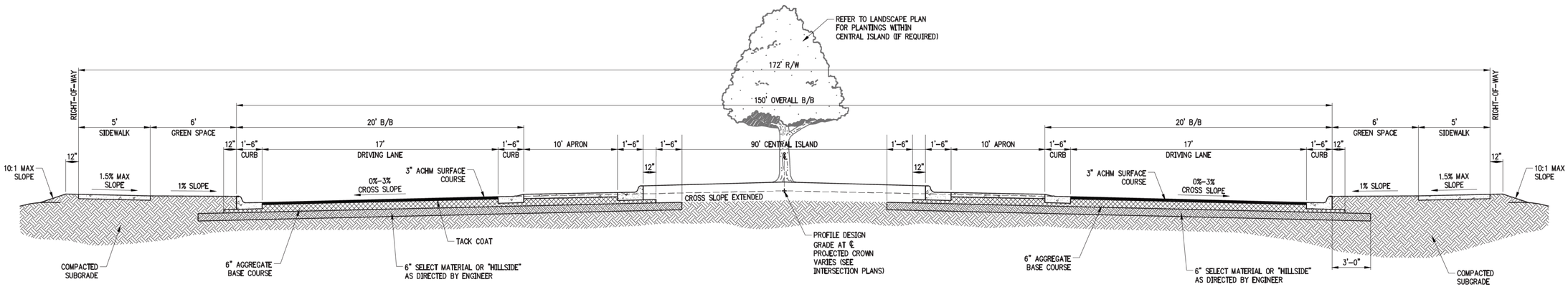
TYPICAL STREET SECTIONS

C-502

DRAWING: C:\21300200_OPAL PARK PH I\CONSTRUCTION\CIVIL\DWG\OPAL PARK PH I-CIVIL.DWG
LAYOUT: C-502 TYPICAL STREET SECTIONS
PLOTTED BY: TRENT HUDGINS, 8/22/2024 4:49 PM, PLOTTED BY: CRAFTON TULL (ON 1 MACHINE)



TYPICAL SECTION – NORTH ROUNDABOUT
NTS



TYPICAL SECTION – SOUTH ROUNDABOUT
NTS

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Fayetteville Arkansas 72701
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ARKANSAS ENGINEER

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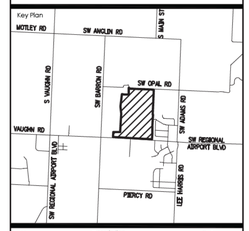
BENTONVILLE, AR

Key Plan


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QC Date: 05/27/25

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PP23-0003
08/27/2024
TYPICAL STREET SECTIONS R-1

C-503 R-1

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PLOTTED BY: TRENT HUDGINS, 8/22/2024 4:49 PM, PLOTTED BY: TRENT HUDGINS (THUDGINS@CRAFTONTULL.COM)

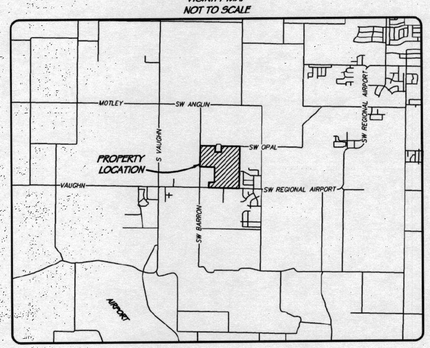
2B BOUNDARY SURVEY

Crafton Tull

LOT SPLIT CREATING LOTS 1 & 2 OF OPAL SUBDIVISION

BEING A LOT SPLIT OF LEE HARRIS FARMS - TRACT 14A, BEING A PART OF THE SOUTHWEST QUARTER AND PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 19 NORTH, RANGE 31 WEST, BENTONVILLE, BENTON COUNTY, ARKANSAS

VICINITY MAP
NOT TO SCALE



N 731905.92
E 636394.60

NW CORNER
NW 1/4 SW 1/4
SECTION 16
T-19-N, R-31-W

SW OPAL ROAD R/W VARIES

CITY LIMITS LINE

PAGE 3

N 731774.25
E 639027.04

NE CORNER
NE 1/4 SW 1/4
SECTION 16
T-19-N, R-31-W

Brenda DeShields-Circuit Clerk
Benton County, AR
Book/Ps: 2017/462
Term/Cashier: CASH2/Laura L. Twas
06/02/2017 3:00:16PM
Trn#: 430103
Total Fees: $40.00

Book 2017 Page 462
Recorded in the Above
PLAT Book & Page
06/02/2017

PAGE 1
PAGE 2
MATCH LINE

PAGE 2

SECTION 17

SW BARRON ROAD R/W VARIES

SECTION 16

LOT 1
30.00 ACRES
ZONE A-1

NW SW

TRACT 14A
PARENT TRACT
130.53 ACRES

NE SW

NW SE

POND

PAGE 1
PAGE 4
MATCH LINE

N 730576.29
E 636377.47

PAGE 4

MATCH LINE

PAGE 2
PAGE 3

N 730496.99
E 637339.28

LOT 2
95.22 ACRES
ZONE A-1

(NOT A PART)

NORTH FORK ADDITION

SW SW

SE SW

SW SE

PAGE 4

SW CORNER
SW 1/4 SW 1/4
SECTION 16
T-19-N, R-31-W

MATCH LINE

SE CORNER
SE 1/4 SW 1/4
SECTION 16
T-19-N, R-31-W

N 729262.28
E 636290.91

PAGE 4
PAGE 5

SW REGIONAL AIRPORT BLVD
R/W VARIES
ARKANSAS HIGHWAY 12

N 729129.89
E 638919.71

SURVEYOR'S NOTE: This property does not lie within the 100-Year Flood Zone,, according to the Flood Map for Benton County, Arkansas Community Panel No. 05007C0235K Dated: June 5, 2012.

SURVEYOR'S NOTE: This survey was conducted under the supervision of Clovis W. Satterfield, No. 0147, or Ricky Hill, No. 1443, Satterfield Land Surveyors, P.A., Certificate of Authorization No. 718. Satterfield Land Surveyors, P.A., 1-(479)-632-3565 Hwy. 71 North, P.O. Box 640, Alma, AR 72921

SURVEYOR'S NOTE: All building, surface and subsurface, improvements on and adjacent to the site are not necessarily shown. The location and/or existence of utility service lines to the property surveyed are unknown and are not shown. Surveyor has made no investigation or independent search for easements of record, encumbrances, restrictive covenants, ownership title evidence, or any other facts which an accurate and current title search may disclose.

Satterfield Land Surveyors P.A., Copyright 2017

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PAGE 1 OF 6

CITY OF BENTONVILLE PROJECT #17-05000016
500-19N-31W-0-16-300-04-0147-1443

100' 50' 0' GRAPHIC SCALE 100' 200'

REFERENCE DEED

SURVEY REFERENCES

1 - ALAN REID & ASSOCIATES - #02435 - 12/15/2002

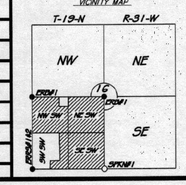
2 - ARKANSAS CONSULTANTS, INC. - #72-050 - 3/16/1972

BASIS OF BEARING

ARKANSAS STATE PLANE COORDINATES GRID NORTH

REVISIONS:

VICINITY MAP



CERTIFICATE OF AUTHORIZATION
SATTERFIELD LAND SURVEYORS P.A.
No. 718
ARKANSAS

SURVEYORS DISCLAIMER AND STATEMENT OF USE

This survey was conducted by the written or verbal authorization of the person named as the buyer and/or Use by as shown on this plat. No one has the authority to use the data or legal description from this survey except those named or their agents and the survey is only certified to the date shown on this plat. This plat is protected by copyright and any person other than those named using or relying upon this plat will be held responsible. Satterfield Land Surveyors, P.A. will not be responsible or have any liability to any other person or company who uses this plat without written authorization. After filing with State Surveyor's office, survey becomes public record.

REGISTERED
STATE OF ARKANSAS
RICKY W. HILL
No. 1443
PROFESSIONAL LAND SURVEYOR

CONTACT: HIGHLAND LLC
P.O. BOX 129
CENTERTON, AR 72719
PHONE: (479) 640-7059

DRAWN BY:	M.D.L.
SCALE:	1"=100'
DATE:	2-9-17
JOB NO.	42,169

Satterfield Land Surveyors P.A.
REG. ARK. & OKLA.
1928 HWY. 71 NORTH, ALMA, ARK. - PHONE No. (479) 632-3565
FAX (479) 632-5002 - WEBSITE: http://www.slsurveying.com

DRAWING: G:\21300200_SWREGIONALINFRASTRUCTURE\CIVIL\DWG\PLAT\SUBMISSION\DWG\BOUNDARY SURVEY.DWG
LAYOUT: PRELIMINARY PLANS - 06/12/2017 10:22:28 PM - CDT - 21300200_2179 SWREGIONAL.DWG
XREF: 21300200_2179 SWREGIONAL.DWG ON HARD COPY ONLY!

300 N College Ave., Suite 317
Fayetteville, Arkansas 72701
Crafton Tull
architecture | engineering | surveying
479.636.4838 t
www.craftontull.com

CERTIFICATE OF AUTHORIZATION:

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

SOUTHWEST REGIONAL DEVELOPMENT

BENTONVILLE, AR

Key Plan

No.	Description	Date

This document, and the ideas and designs incorporated herein, as an instrument of professional service, is the property of Crafton, Tull & Associates, Inc., and is not to be used, in whole or in part, for any other project, without the written authorization of Crafton, Tull & Associates, Inc.

PROJECT NO: 21300200
ISSUE DATE:
CONTACT: B. BRIDGES
CHECKED BY:

PRELIMINARY PLANS

THIS DOCUMENT IS PRELIMINARY IN NATURE AND IS NOT A FINAL, SIGNED AND SEALED DOCUMENT

NOT FOR CONSTRUCTION ... REVIEW SET ... NOT FOR CONSTRUCTION ... REVIEW SET

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BOUNDARY SURVEY

C-102

2C APPROVED JURISDICTIONAL DETERMINATION

Crafton Tull

DEPARTMENT OF THE ARMY
LITTLE ROCK DISTRICT, CORPS OF ENGINEERS
POST OFFICE BOX 867
LITTLE ROCK, ARKANSAS 72203-0867
www.swl.usace.army.mil

June 4, 2021

Regulatory Division

FILE No. **SWL-2021-00164**

Mr. Eric Fuselier
Crafton Tull
901 N. 47th Street, Ste. 400
Rogers, AR 72756

Dear Mr. Fuselier:

Please refer to your request on May 21, 2021, concerning U.S. Army Corps of Engineers permit requirements pursuant to Section 404 of the Clean Water Act (33 U.S. Code 1344). You proposed an approximately 97-acre residential subdivision (Barron Road Subdivision) immediately north of SW Regional Airport Blvd. (AR Hwy. 12). The proposed project is located in the SW 1/4 of section 16, T. 19 N., R. 31 W., Bentonville, Benton County, Arkansas.

A site evaluation on June 4, 2021, utilizing United States Geological Survey Quadrangle Maps, aerial photography, National Hydrography Dataset, and the Natural Resources Conservation Service Benton County Soil Survey, by Corps personnel indicates that this area does not meet the definition of wetlands and waters of the United States, as determined by the 1987 Corps of Engineers Wetlands Delineation Manual, Regional Supplements, appropriate guidance, and Department of the Army regulations. Therefore, a Section 404 Department of the Army permit is not required.

This letter contains an Approved Jurisdictional Determination for your subject site. If you object to this determination, you may request an administrative appeal under Corps regulations at 33 Code of Federal Regulations (CFR) Part 331. Enclosed you will find a Notification of Appeals Process (NAP) fact sheet and Request for Appeal (RFA) form. If you request to appeal this determination you must submit a completed RFA form to the Southwestern Division Office at the following address:

Administrative Appeals Review Officer (CESWD-PD-O)
U.S. Army Corps of Engineers
1100 Commerce Street, Suite 831
Dallas, Texas 75242-1317

In order for an RFA to be accepted by the Corps, the Corps must determine that it is complete, that it meets the criteria for appeal under 33 CFR Part 331.5, and that it has been received by the Division Office within 60 days of the date of the NAP. Should you decide to submit an RFA form, it must be received at the above address by August 3, 2021.

It is not necessary to submit an RFA form to the Division Office if you do not object to the determination in this letter.

This approved jurisdictional determination is valid for a period of 5 years from the date of this letter unless new information warrants revision of the determination before the expiration date.

The delineation included herein has been conducted to identify the location and extent of the aquatic resource boundaries and/or the jurisdictional status of aquatic resources for purposes of the Clean Water Act for the particular site identified in this request. This delineation and/or jurisdictional determination may not be valid for the Wetland Conservation Provisions of the Food Security Act of 1985, as amended. If you or your tenant are USDA program participants, or anticipate participation in USDA programs, you should discuss the applicability of a certified wetland determination with the local USDA service center, prior to starting work.

Please be advised that the discharge of dredged or fill material in waters of the United States, including wetlands, requires a Department of the Army permit prior to beginning work in most situations. A permit is required pursuant to Section 404 of the Clean Water Act and Corps of Engineers implementing regulations, 33 CFR 320 - 332. The clearing of wetlands with mechanized equipment; landleveling; construction of ditches, dikes, and dams; placement of fill to raise the elevation of a site; and stabilization of banks are examples of activities that routinely require a permit. All of these activities involve the discharge of dredged or fill material in waters of the United States.

Your cooperation in the Regulatory Program is appreciated. If you have any questions, please contact me at (501) 340-1386 and refer to Permit No. **SWL-2021-00164**.

Sincerely,

David Rupe
Project Manager

Enclosures

cc:
Proj Mgr, Beaver Lake PO
Ch, Regulatory Enf

U.S. ARMY CORPS OF ENGINEERS
REGULATORY PROGRAM
APPROVED JURISDICTIONAL DETERMINATION FORM (INTERIM)
NAVIGABLE WATERS PROTECTION RULE

I. ADMINISTRATIVE INFORMATION

Completion Date of Approved Jurisdictional Determination (AJD): 6/4/2021
ORM Number: SWL-2021-00164
Associated JDs: N/A.
Review Area Location[1]: State/Territory: Arkansas City: Bentonville County/Parish/Borough: Benton
Center Coordinates of Review Area: Latitude 36.31856 Longitude -94.28857

II. FINDINGS

A. Summary: Check all that apply. At least one box from the following list MUST be selected. Complete the corresponding sections/tables and summarize data sources.

- ☐ The review area is comprised entirely of dry land (i.e., there are no waters or water features, including wetlands, of any kind in the entire review area). Rationale: N/A or describe rationale.
- ☐ There are "navigable waters of the United States" within Rivers and Harbors Act jurisdiction within the review area (complete table in Section II.B).
- ☐ There are "waters of the United States" within Clean Water Act jurisdiction within the review area (complete appropriate tables in Section II.C).
- ☒ There are waters or water features excluded from Clean Water Act jurisdiction within the review area (complete table in Section II.D).

B. Rivers and Harbors Act of 1899 Section 10 (§ 10)[2]

§ 10 Name	§ 10 Size		§ 10 Criteria	Rationale for § 10 Determination
N/A.	N/A.	N/A	N/A.	N/A.

C. Clean Water Act Section 404

Territorial Seas and Traditional Navigable Waters ((a)(1) waters):[3]				
(a)(1) Name	(a)(1) Size		(a)(1) Criteria	Rationale for (a)(1) Determination
N/A.	N/A.	N/A.	N/A.	N/A.

Tributaries ((a)(2) waters):				
(a)(2) Name	(a)(2) Size		(a)(2) Criteria	Rationale for (a)(2) Determination
N/A.	N/A.	N/A.	N/A.	N/A.

Lakes and ponds, and impoundments of jurisdictional waters ((a)(3) waters):				
(a)(3) Name	(a)(3) Size		(a)(3) Criteria	Rationale for (a)(3) Determination
N/A.	N/A.	N/A.	N/A.	N/A.

Adjacent wetlands ((a)(4) waters):				
(a)(4) Name	(a)(4) Size		(a)(4) Criteria	Rationale for (a)(4) Determination
N/A.	N/A.	N/A.	N/A.	N/A.

[1] Map(s)/figure(s) are attached to the AJD provided to the requestor.
[2] If the navigable water is not subject to the ebb and flow of the tide or included on the District's list of Rivers and Harbors Act Section 10 navigable waters list, do NOT use this document to make the determination. The District must continue to follow the procedure outlined in 33 CFR part 329.14 to make a Rivers and Harbors Act Section 10 navigability determination.
[3] A stand-alone TNW determination is completed independently of a request for an AJD. A stand-alone TNW determination is conducted for a specific segment of river or stream or other type of waterbody, such as a lake, where upstream or downstream limits or lake borders are established. A stand-alone TNW determination should be completed following applicable guidance and should NOT be documented on the AJD Form.

D. Excluded Waters or Features

Excluded waters ((b)(1) – (b)(12)):[4]				
Exclusion Name	Exclusion Size		Exclusion[5]	Rationale for Exclusion Determination
EPH-1	1735	linear feet	(b)(3) Ephemeral feature, including an ephemeral stream, swale, gully, rill, or pool.	Ephemeral channel that directs sheet flow east through subject property. Feature lacks defined bed/banks and was dry at time of consultant field investigation. The channel is mapped by USGS topographic quadrangle and mapped on NHD; however, aerial photography supports field investigation and doesn't show a defined channel or flow in images between 1994-2020.
POND-1	0.75	acre(s)	(b)(8) Artificial lake/pond constructed or excavated in upland or a non-jurisdictional water, so long as the artificial lake or pond is not an impoundment of a jurisdictional water that meets (c)(6).	Man-made pond constructed in uplands.

III. SUPPORTING INFORMATION

A. Select/enter all resources that were used to aid in this determination and attach data/maps to this document and/or references/citations in the administrative record, as appropriate.

☒ Information submitted by, or on behalf of, the applicant/consultant: Request for an Approved Jurisdictional Determination, Barron Road Subdivision, Bentonville, AR by Crafton Tull dated May 13, 2021.

This information is sufficient for purposes of this AJD.
Rationale: N/A.

☐ Data sheets prepared by the Corps: Title(s) and/or date(s).

☒ Photographs: Aerial and Other: Google Earth (1994-2020); Crafton Tull wetland delineation (May 13, 2021).

☐ Corps site visit(s) conducted on: Date(s).

☐ Previous Jurisdictional Determinations (AJDs or PJDs): ORM Number(s) and date(s).

☒ Antecedent Precipitation Tool: *provide detailed discussion in Section III.B*.

☒ USDA NRCS Soil Survey: Soil Survey of Benton County, Arkansas; Web Soil Survey; soil map provided by Crafton Tull in reported dated May 13, 2021

[4] Some excluded waters, such as (b)(2) and (b)(4), may not be specifically identified on the AJD form unless a requestor specifically asks a Corps district to do so. Corps districts may, in case-by-case instances, choose to identify some or all of these waters within the review area.
[5] Because of the broad nature of the (b)(1) exclusion and in an effort to collect data on specific types of waters that would be covered by the (b)(1) exclusion, four sub-categories of (b)(1) exclusions were administratively created for the purposes of the AJD Form. These four sub-categories are not new exclusions, but are simply administrative distinctions and remain (b)(1) exclusions as defined by the NWPR.

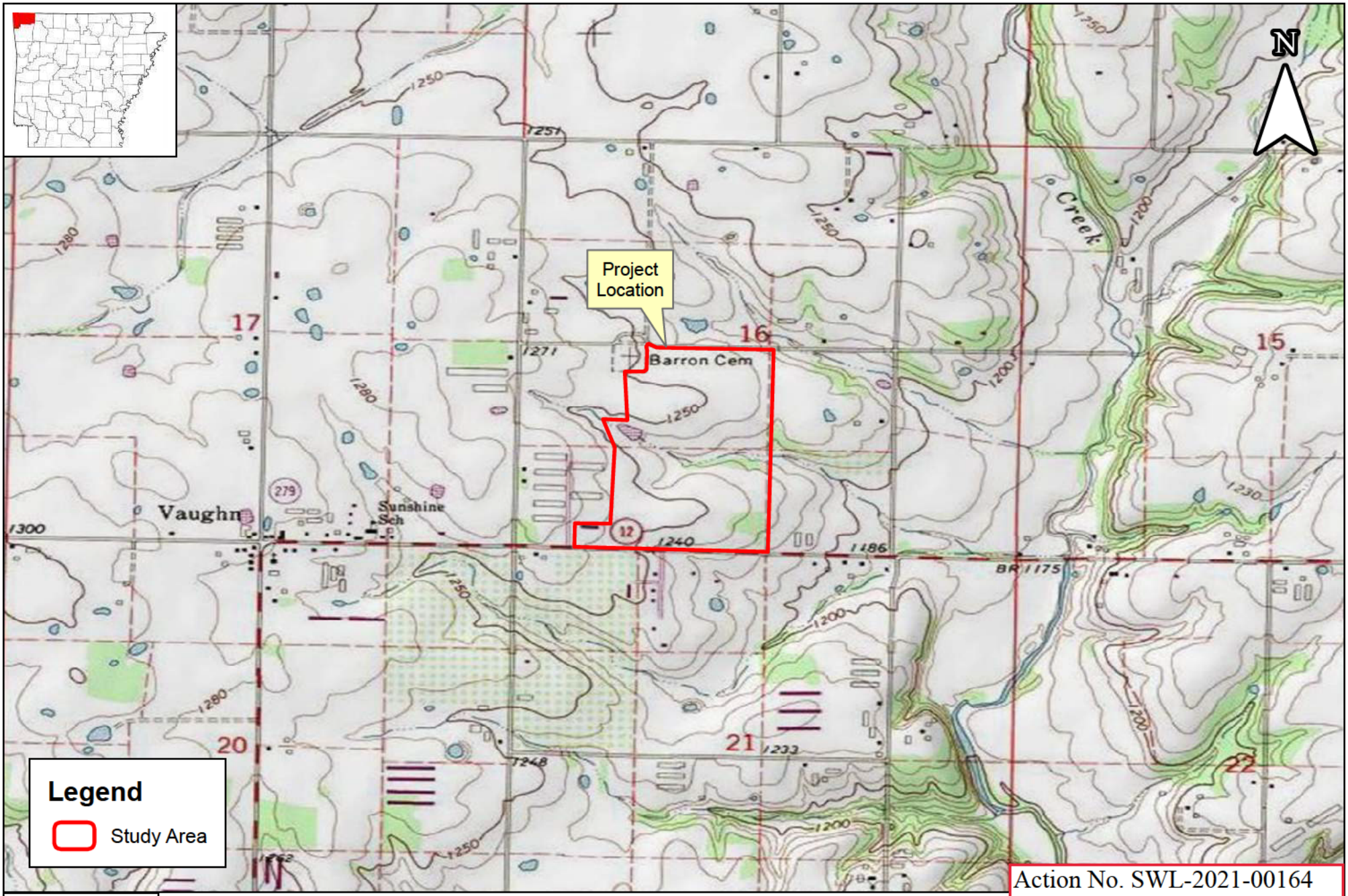
☒ USFWS NWI maps: NWI layer accessed on National Regulatory Viewer (June 3, 2021) and provided by Crafton Tull in report dated May 13, 2021.
☒ USGS topographic maps: Centerton, AR (1973, 1982, 2014)

Other data sources used to aid in this determination:

Data Source (select)	Name and/or date and other relevant information
USGS/WBD/NHD data/maps	The National Map (accessed for NHD, LiDAR)
USDA Sources	N/A.
NOAA Sources	N/A.
USACE Sources	National Regulatory Viewer (accessed for NWI, LiDAR, and ORM layers); Antecedent Precipitation Tool (APT), Version 1.
State/Local/Tribal Sources	N/A.
Other information (specify)	Historic topographic quadrangles accessed via historicaerials.com

B. Typical year assessment(s): APT was accessed for period corresponding to Crafton Tull's site visit (May 3, 2021); findings: wet season, wetter than normal. The 60-day period nearest the field investigation exhibited above average precipitation.

C. Additional comments to support AJD: Crafton Tull's wetland delineation identifies two features, EPH-1 (an ephemeral channel) and POND-1 (an upland pond). Crafton Tull identified both features as non-jurisdictional, i.e., an ephemeral channel lacking an OHWM and an upland pond. Although EPH-1 is mapped on USGS topographic quadrangle Centerton, AR and by NHD, the channel lacks an OHWM and was dry at the time of Crafton Tull's field investigation (during a wetter than normal period, per APT data). In addition, review of aerial photography further indicates lack of flow and lack of channel definition, supporting the ephemeral determination of the feature. POND-1 is a man-made pond constructed in uplands and represents a (b)(8) water. Therefore, neither feature would be regulated by the Corps under the NWPR.



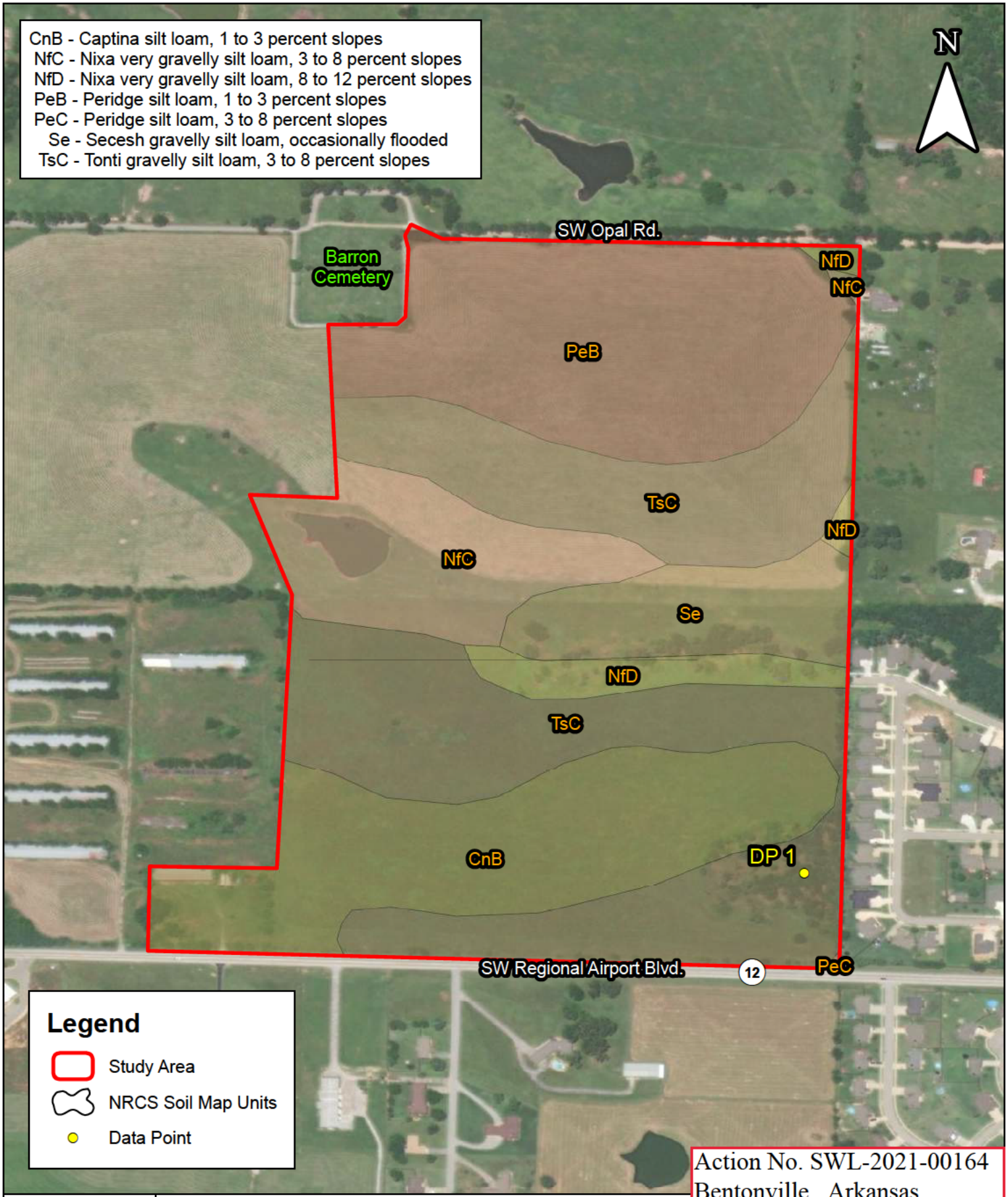
SITE LOCATION MAP

Barron Road Residential Development
Bentonville, Arkansas

USGS Centerton Quadrangle Map
ESRI TOPOGRAPHIC INFORMATION

Crafton Tull

Action No. SWL-2021-00164
Bentonville, Arkansas
Barron Road Subdivision
Section 16, T. 19 N., R. 31 W.
June 2021 Page 1 of 4



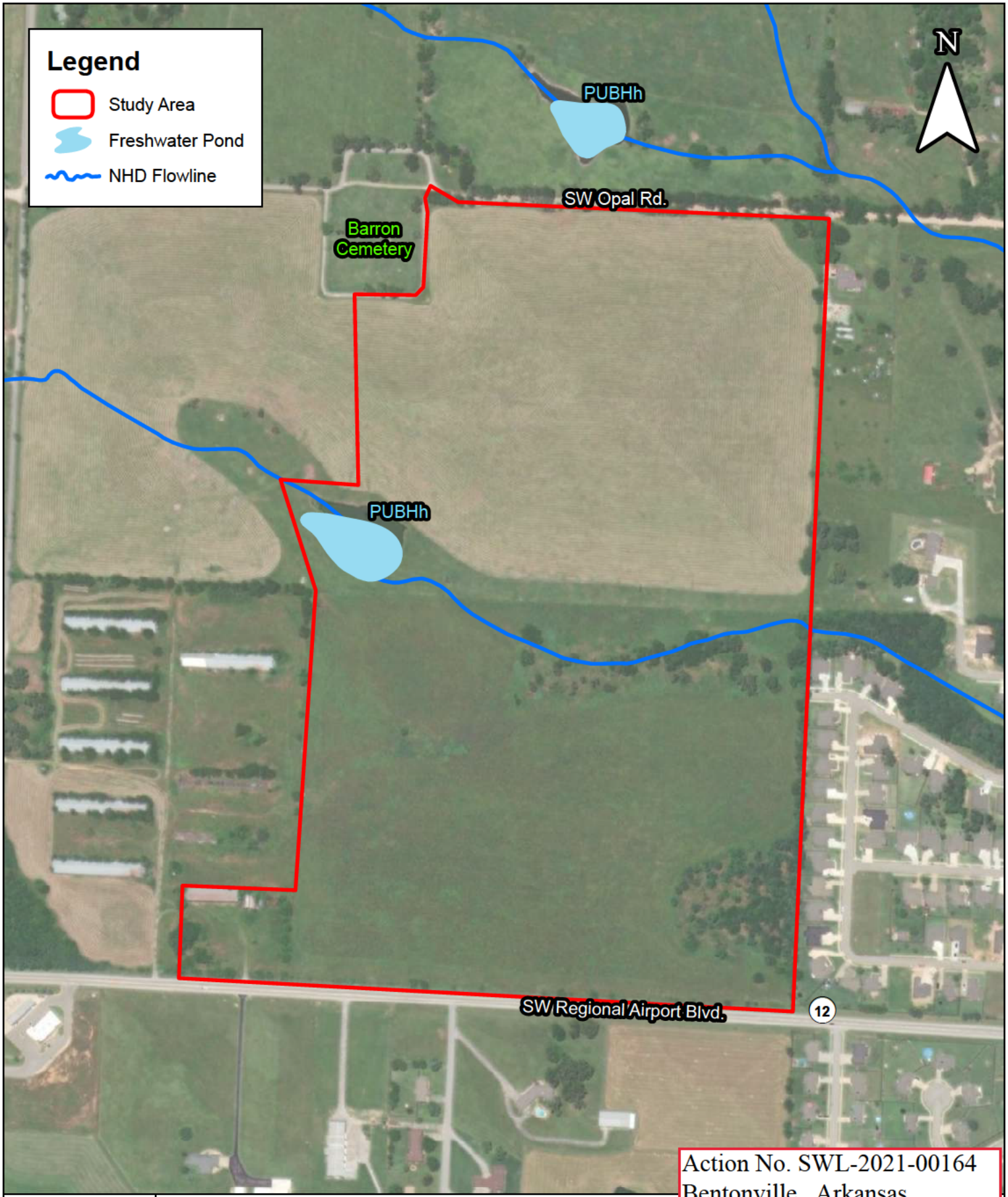
Crafton Tull

NRCS SOIL SURVEY DATA

Barron Road Residential Development
Bentonville, Arkansas

2018 Aerial Photograph
ESRI GIS INFORMATION

Action No. SWL-2021-00164
Bentonville, Arkansas
Barron Road Subdivision
Section 16, T. 19 N., R. 31 W.
June 2021 Page 2 of 4



Crafton Tull

USFWS NATIONAL WETLANDS INVENTORY
& USGS NATIONAL HYDROGRAPHY DATASET

Barron Road Residential Development
Bentonville, Arkansas

2018 Aerial Photograph
ESRI GIS INFORMATION

Action No. SWL-2021-00164
Bentonville, Arkansas
Barron Road Subdivision
Section 16, T. 19 N., R. 31 W.
June 2021 Page 3 of 4

Crafton Tull

WATERS OF THE UNITED STATES

Barron Road Residential Development
Bentonville, Arkansas

2018 Aerial Photograph
ESRI GIS INFORMATION

Lat:
Long:

Action No. SWL-2021-00164
Bentonville, Arkansas
Barron Road Subdivision
Section 16, T. 19 N., R. 31 W.
June 2021 Page 4 of 4

NOTIFICATION OF ADMINISTRATIVE APPEAL OPTIONS AND PROCESS AND REQUEST FOR APPEAL

Applicant: Crafton Tull	File Number: SWL-2021-00164	Date: 06/04/2021
Attached is:		See Section below
☐	INITIAL PROFFERED PERMIT (Standard Permit or Letter of permission)	A
☐	PROFFERED PERMIT (Standard Permit or Letter of permission)	B
☐	PERMIT DENIAL	C
☑	APPROVED JURISDICTIONAL DETERMINATION	D
☐	PRELIMINARY JURISDICTIONAL DETERMINATION	E

SECTION I - The following identifies your rights and options regarding an administrative appeal of the above decision. Additional information may be found at http://www.usace.army.mil/Missions/CivilWorks/RegulatoryProgramandPermits/appeals.aspx or Corps regulations at 33 CFR Part 331.

A: INITIAL PROFFERED PERMIT: You may accept or object to the permit.

- ACCEPT: If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.
- OBJECT: If you object to the permit (Standard or LOP) because of certain terms and conditions therein, you may request that the permit be modified accordingly. You must complete Section II of this form and return the form to the district engineer. Your objections must be received by the district engineer within 60 days of the date of this notice, or you will forfeit your right to appeal the permit in the future. Upon receipt of your letter, the district engineer will evaluate your objections and may: (a) modify the permit to address all of your concerns, (b) modify the permit to address some of your objections, or (c) not modify the permit having determined that the permit should be issued as previously written. After evaluating your objections, the district engineer will send you a proffered permit for your reconsideration, as indicated in Section B below.

B: PROFFERED PERMIT: You may accept or appeal the permit

- ACCEPT: If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.
- APPEAL: If you choose to decline the proffered permit (Standard or LOP) because of certain terms and conditions therein, you may appeal the declined permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

C: PERMIT DENIAL: You may appeal the denial of a permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

D: APPROVED JURISDICTIONAL DETERMINATION: You may accept or appeal the approved JD or provide new information.

- ACCEPT: You do not need to notify the Corps to accept an approved JD. Failure to notify the Corps within 60 days of the date of this notice, means that you accept the approved JD in its entirety, and waive all rights to appeal the approved JD.
- APPEAL: If you disagree with the approved JD, you may appeal the approved JD under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

E: PRELIMINARY JURISDICTIONAL DETERMINATION: You do not need to respond to the Corps regarding the preliminary JD. The Preliminary JD is not appealable. If you wish, you may request an approved JD (which may be appealed), by contacting the Corps district for further instruction. Also you may provide new information for further consideration by the Corps to reevaluate the JD.

SECTION II - REQUEST FOR APPEAL or OBJECTIONS TO AN INITIAL PROFFERED PERMIT

REASONS FOR APPEAL OR OBJECTIONS: (Describe your reasons for appealing the decision or your objections to an initial proffered permit in clear concise statements. You may attach additional information to this form to clarify where your reasons or objections are addressed in the administrative record.)

ADDITIONAL INFORMATION: The appeal is limited to a review of the administrative record, the Corps memorandum for the record of the appeal conference or meeting, and any supplemental information that the review officer has determined is needed to clarify the administrative record. Neither the appellant nor the Corps may add new information or analyses to the record. However, you may provide additional information to clarify the location of information that is already in the administrative record.

POINT OF CONTACT FOR QUESTIONS OR INFORMATION:

If you have questions regarding this decision and/or the appeal process you may contact:

Mr. David Rupe
U.S. Army Corps of Engineers (CESWL-RD)
P.O. Box 867
Little Rock, Arkansas 72203-0867
501-324-5295

If you only have questions regarding the appeal process you may also contact:

Administrative Appeals Review Officer
Southwestern Division (CESWD-PD-O)
U.S. Army Corps of Engineers
1100 Commerce Street, Suite 831
Dallas, Texas 75242-1317
469-487-7037

RIGHT OF ENTRY: Your signature below grants the right of entry to Corps of Engineers personnel, and any government consultants, to conduct investigations of the project site during the course of the appeal process. You will be provided a 15 day notice of any site investigation, and will have the opportunity to participate in all site investigations.

	Date:	Telephone number:
_____ Signature of appellant or agent.		

2D ARCHITECTURAL ELEVATION RENDERINGS

Crafton Tull

Material Breakdown per Building

Townhomes:

Brick – 75%

Hardy Board – 25%

45's:

Brick – Approximately 10-25% , predominately on the facade

Hardy Board – Approximately 75-90%, predominately on the sides/rear

60'+:

Brick Only

Commercial:

Per Large Scale Building Requirements

Optional Wood Front Door Options

Speakeasy

$675

8-lite Clear Bevel Glass

$650

6 Lite Water Glass

$450

Contempo Artic White Glass

$475

Optional Wood Front Door Stain Options

Carbon Black

Espresso

Dark Walnut

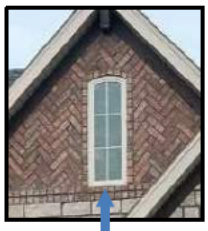
Natural Walnut

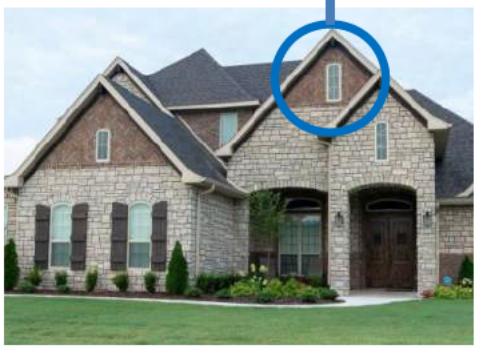
23

Transparent Stain-Contains the least amount of pigment. This finish allows most of the grain to show through.
Semi Transparent Stain-Impairs pigment on the wood while still allowing some of the wood grain to show through.
Solid Stain-Opaque stain with the most pigment that covers the wood grain. Gives the appearance of paint

Included Window Color Options

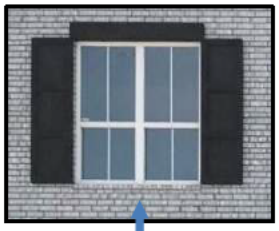
Terra Beige





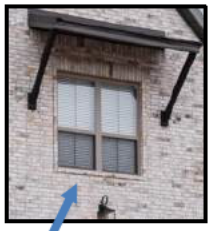
Pairs well with warm toned or red brick and provides contrast.

White



Pairs well with light grey or pure white brick. Provides the most amount of contrast and therefore is the most noticeable from the street.

Adobe



Pairs well with any brick. Provides the least amount of contrast and therefore is the least noticeable from the street.

BUFFINGTON HOMES
OF ARKANSAS

GRAMERCY				
ELEVATION	A	B	C	D
SQFT	2266+	2241+	2241+	2266+

BuffingtonHomesAR.com

BUFFINGTON HOMES
OF ARKANSAS

ASPEN				
ELEVATION	A	B	C	D
SQFT	1758+	1766+	1758+	1767+

BuffingtonHomesAR.com

BUFFINGTON HOMES
OF ARKANSAS

PRESTON				
ELEVATION	A	B	C	D
SQFT	2138+	2147+	2153+	2146+

BuffingtonHomesAR.com

BUFFINGTON HOMES
OF ARKANSAS

DOGWOOD				
ELEVATION	A	B	C	D
SQFT	1882+	1882+	1882+	1882+

BuffingtonHomesAR.com

BUFFINGTON HOMES
OF ARKANSAS

MAPLE				
ELEVATION	A	B	C	D
SQFT	1905+	1905+	1905+	1905+

BuffingtonHomesAR.com

4-Unit 3-Story Bldg

Modern Farmhouse A

6-Unit 3-Story Bldg

Modern Farmhouse A

BUFFINGTON HOMES

NEW TOWNHOMES
21107
AA26002897
11.18.21

©2021 Housing Design Matters

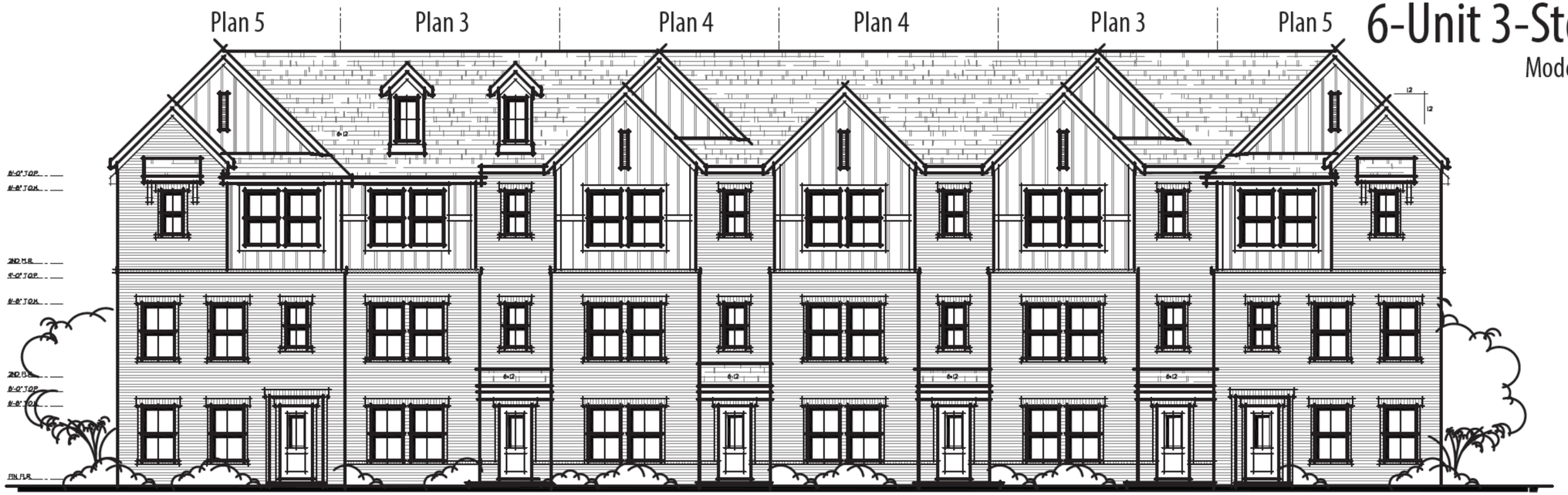
HOUSING DESIGN MATTERS

4-Unit 3-Story Bldg

Modern Farmhouse B

6-Unit 3-Story Bldg

Modern Farmhouse B



BUFFINGTON HOMES

NEW TOWNHOMES
21107
AA26002897
11.18.21

©2021 Housing Design Matters

HOUSING DESIGN MATTERS

2E DRAFT OF COVENANTS

INSTRUMENT PREPARED BY:

Jason N. Bramlett, Esq.
FRIDAY, ELDREDGE & CLARK, LLP
3425 North Futrall Drive, Suite 103
Fayetteville, Arkansas 72703
Arkansas Bar No. 2002140

DECLARATION OF COVENANTS AND RESTRICTIONS OF OPAL PARK POA, INC.

This Declaration of Covenants and Restrictions of **Opal Park POA, Inc.**, an Arkansas non-profit corporation ("**Opal Park POA**") (this "**Declaration**"), is made as of _____ ___, 2021, by **Buffington Barron, LLC**, an Arkansas limited liability company (the "**Developer**").

RECITALS:

A. Developer owns the real property described on **Exhibit A** attached to this Declaration (the "**Property**"), and desires to create a residential community known as "**Opal Park**."

B. Developer desires to provide for the preservation of the values in Opal Park and for the maintenance of common facilities and, to this end, desires to subject the Property to these covenants, restrictions, easements, charges and liens, each of which is for the benefit of the Property and each Owner.

C. Developer deems it desirable, for the efficient preservation of the values in Opal Park, to create an association which shall be assigned the powers of maintaining, administering and enforcing these covenants and restrictions and doing all other things necessary to preserve the values and amenities of this community.

D. Developer has caused to be incorporated Opal Park POA for the purpose of exercising these functions.

NOW, THEREFORE, Developer declares that the Property is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth:

ARTICLE I

DEFINITIONS

The following words, when used in this Declaration or any supplemental Declaration (unless the context shall indicate a contrary intention), shall have the following meanings:

"**Approval**" shall have the meaning set forth in Section 6.02 hereof.

"**Assessments**" shall mean and refer to an Owner's share of the Association Expenses that from time to time are assessed against an Owner by the Association in the manner herein provided, and other costs and expenses that from time to time are assessed against an Owner in accordance with the terms of this Declaration.

"**Association**" shall mean and refer to Opal Park POA, Inc., an Arkansas non-profit corporation, its successors and assigns.

"**Association Expenses**" shall have the meaning set forth in Section 5.04 hereof.

"**Board**" shall mean the Board of Directors of the Association.

"**Business Day**" shall mean any day of the week other than Saturday, Sunday or a day in which commercial banks are closed for business in Bentonville, Arkansas.

"**Common Property**" shall mean all real and personal property owned operated or controlled by the Association for the common use or benefit of all Owners.

"**Design Guidelines**" shall have the meaning set forth in Section 6.03 hereof.

"**Architectural Control Committee**" shall mean the committee appointed pursuant to Section 6.01 hereof.

"**Developer**" shall mean Buffington Barron, LLC, an Arkansas limited liability company, its successors and assigns.

"**Developer Control Period**" shall have the meaning set forth in Section 3.03 below.

"**Improvement**" shall have the meaning set forth in Section 6.04.

"**Lot**" shall mean and refer to any platted lot within the Property that may be purchased by any person, or owned by the Developer.

"**Member**" shall mean and refer to any Lot Owner who by virtue of holding title to any Lot is a Member of the Association. If any Lot Owner holds title to more than one (1) Lot, then the Lot Owner shall hold memberships equal to the number of Lots owned.

"**Mortgage**" shall mean any mortgage, deed of trust or other security instrument used for the purpose of subjecting real property to a lien or encumbrance as security for indebtedness.

"**Owner**" and "**Lot Owner**" shall mean and refer to any individual, Person, firm, corporation, partnership, association, limited liability company, trust or other legal entity, or any combination thereof, whether one or more, including the Developer, who or that holds record fee simple title to any Lot which is a part of the Property, but excluding those having such interest merely as security for the performance of an obligation.

"**Person**" shall mean an individual, firm, corporation, partnership, limited liability company, property owners association, trust, or any other legal entity, or any combination thereof.

"**Property**" shall mean and refer to that property described on **Exhibit A** that is subject to this Declaration and any property subjected to this Declaration in the future pursuant to the provisions of Article II.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

Section 2.01. Existing Property. The real property that is, and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Benton County, Arkansas and is more particularly described on **Exhibit A**, all of which property shall be referred to as the "**Property**. "

Section 2.02. Additions to Existing Property. Additional lands of the Developer may become subject to this Declaration in the following manner:

(a) Developer shall have the right but not the obligation to bring within the plan of this Declaration additional properties ("**Future Development Lands**"), regardless of whether or not said properties are presently owned by the Developer, in future stages of the development. Any future additions to the Property shall become subject to the Assessments of the Association for its share of expenses of Opal Park as a whole upon Developer's initial sale of the additional lands, or any lot platted therefrom or any portion thereof, to a third party. UNDER NO CIRCUMSTANCES shall this Declaration or any supplement hereto preclude the Developer from conveying lands owned by it free and clear of this Declaration, as amended or supplemented, unless such lands were subject to the Declaration prior to such conveyance.

(b) The additions authorized shall be made by filing of record a Supplemental Declaration of Covenants and Restrictions, executed by the Developer only, with respect to the additional property which shall extend the plan of the covenants and restrictions of this Declaration to the additional property, and the Owners shall immediately be entitled to all rights and privileges provided in this Declaration.

(c) Any Supplemental Declaration may contain those complementary additions and modifications of the covenants and restrictions contained in this Declaration necessary to reflect the different character, if any, of the added properties as are not inconsistent with the plan of this Declaration. In no event, however, shall such supplement revoke, modify and add to the covenants established by this Declaration binding the Property made subject

to this Declaration prior to the recordation of that supplement. Each portion of additional lands made subject to this Declaration shall be designated as a separate phase.

Section 2.03. Additions Limited to Developer. No one other than the Developer shall have the right to subject additional lands to this Declaration, unless the Developer shall indicate in writing to the Association that such additional lands may be included.

ARTICLE III

RESERVED RIGHTS OF DEVELOPER

Section 3.01. Reservation of Rights. Developer, as owner of the Property and the Future Development Lands, expressly reserves the rights set forth in this Article with respect to the Property and the Future Development Lands.

Section 3.02. Development Rights. Developer reserves the right, in its sole discretion, to expand the Property as provided in Article II hereof to include other lands owned by the Developer, including without limitation, all or any portion of the Future Development Lands, make such property subject to the provisions of this Declaration, and create additional Lots and Common Properties upon such additional lands.

Section 3.03. Developer Control Period.

(a) Commencement and Termination of Period. The Developer Control Period for Opal Park (the "**Developer Control Period**") begins when the Developer executes its first contract with a third-party purchaser to purchase a Lot, and shall terminate no later than sixty (60) days after Developer deeds at least ninety percent (90%) of all Lots created or as may be created in Developer's sole discretion from both the Property and the Future Development Lands, but in no event later than ten (10) years from the date the Developer transfers and deeds its first Lot within Opal Park to a third-party purchaser. Once the Developer Control Period terminates, the Developer Control Period shall not be extended or reactivated through the addition of Lots beyond those that may be platted from the Future Development Lands. The Developer shall have the right, but not the obligation, to terminate the Developer Control Period at any time in its sole discretion by filing an instrument in the real estate records of Benton County, Arkansas providing for such termination.

(b) Restrictions During Period. During the Developer Control Period, the Association shall not enter into any lease and/or contract for goods and services for the Property that extends beyond the Developer Control Period. Any contract and/or lease in contravention of the foregoing sentence shall be voidable at the option of the Association.

(c) Association Books and Records. During the Developer Control Period, all books and records kept by or on behalf of the Association shall be available for examination and copying by a Member in good standing or his authorized agent. This right of examination shall exist without reference to the duration of membership and may be exercised only upon five (5) day's prior written notice and during reasonable business hours, or otherwise at a mutually convenient time and location. Notwithstanding the terms of this Declaration to the contrary, books and records kept by or on behalf of the Association may be withheld from inspection to the extent

that they concern:

(i) Personnel records;

(ii) An individual's medical records;

(iii) Records relating to business transactions that are currently in negotiation;

(iv) Privileged communications with legal counsel; or

(v) Complaints against a Member of the Association.

The Association may impose and collect a charge, reflecting the costs of materials and labor (including attorney and professional fees) prior to providing copies of any books and records to a Member under this section.

Section 3.04. Reservation of Easements. Developer expressly reserves a perpetual easement over all driveways, parking areas, sidewalks and utility easements to connect them with other driveways, parking areas, sidewalks and utility easements within Opal Park, the location of which shall be selected by the Developer.

Section 3.05. Right To Appoint and Remove Members of Board. During the Developer Control Period, the Board shall consist solely of members appointed and determined by Developer, and Developer reserves the right to appoint and remove members of the Board pursuant to the provisions of Section 4.04 of this Declaration.

Section 3.06. Right to Amend to Comply with Law. Developer reserves the right to amend or supplement this Declaration in any manner necessary to establish the validity and enforceability of this Declaration or to bring this Declaration into compliance with federal law, the laws of the State of Arkansas or any common law principle or judicial decision that may affect the validity and enforceability of this Declaration.

Section 3.07. Right to Amend to Comply with Title Insurance Company Requirements. Developer reserves the right to amend or supplement this Declaration in any manner necessary to satisfy the requirements of any title insurance company that may be called upon by the Developer to issue title insurance policies to Owners, provided such amendment is reasonably required to support the validity and enforceability of the Declaration.

Section 3.08. Right to Amend to Make Corrections. Except as otherwise may be provided in this Declaration, so long as Developer owns any Lot, Developer reserves the right at any time and from time to time to amend this Declaration as it deems appropriate, in its sole discretion, to carry out the purposes of Opal Park established in this Declaration, or to correct an error or omission, or to address and/or correct any matter required by any lending institution, public body or title insurance company, or to change the configuration or size of any lands or Lots subject to this Declaration, or to facilitate the operation and management of Opal Park and the Association, or to facilitate the sale of Lots. Such an amendment by the Developer may be made unilaterally, without the approval of any other party, and shall become effective upon the recording of an

instrument executed by the Developer in the real estate records of Benton County, Arkansas, setting forth the amendment.

ARTICLE IV

THE ASSOCIATION

Section 4.01. Formation. Every Owner shall be a Member of and constitute the Association, which shall be governed by the Board.

Section 4.02. Administration. The Association was formed to effectively and efficiently provide for the administration and enforcement of the provisions of this Declaration and the performance of other duties imposed upon and accepted by the Association concerning the Property and undertake and perform all acts and duties incident thereto in accordance with the terms, provisions, and conditions of this Declaration. True copies of the Articles of Incorporation and By-Laws of the Association are attached hereto and expressly made a part hereof as **Exhibit B** and **Exhibit C**, respectively. Each Owner shall automatically become a Member of the Association upon acquisition of title to a Lot, and the membership of such Owner shall terminate automatically upon the Owner being divested of such ownership regardless of the means by which such ownership may be divested. No person, firm or corporation holding any lien, mortgage or other encumbrance on any interest in a Lot shall be entitled by virtue of such, to membership in the Association or to any other rights or privileges of such membership. The Association shall have and is hereby granted the authority and power to enforce the provisions of this Declaration, specifically including, but not limited to, the right to levy and collect assessments in the manner hereinafter provided, and to enforce building covenants and restrictions set forth herein and in the Bill of Assurance recorded upon the platting of the Property. The Association shall further have and is hereby granted the authority to adopt, promulgate and enforce such rules and regulations, including without limitation rules governing such use of the Common Properties, as the Association may deem to be in the best interest of Opal Park, and to enforce such rules and regulations by imposing reasonable fines for violations thereof. Any such fines shall be personal obligations of the Owner against whom they are assessed and the Association may file and prosecute lawsuits to recover any amounts due or require compliance with the rules and regulations in question. Unpaid fines shall accrue interest at a rate determined by the Board not to exceed the maximum interest rate allowed by applicable law. Unpaid fines and any accrued interest shall become a lien on the Lot in the same manner as an Assessment as set forth in Section 5.09 hereof and may be enforced as set forth in that Section.

Section 4.03. Voting. An Owner shall have, for purposes of voting, one (1) vote for each Lot owned by it on all matters relating to the Association upon which a vote of the Members is conducted. All action taken by a vote of the Members shall be by majority vote unless a different vote is specified in this Declaration or in the Bylaws. If a Lot is owned by more than one (1) Person, the owners thereof shall designate one of themselves as the "Voting Member" for that interest. Only the Voting Member shall be entitled to the vote attributed to a Lot on Association issues submitted to a vote of the Members. The Owner of any portion of any subdivided Lot shall be entitled, in addition to the Owner's vote arising from the whole Lot owned by him or her, to a fractional vote determined pro rata based on the proportion of square feet of land in such

subdivided portion to the total number of square feet in the originally platted Lot prior to being subdivided

Section 4.04. Appointment and Election of Board of Directors.

(a) Developer May Appoint. During the Developer Control Period, the Developer, in its sole discretion, may appoint, remove and replace any director of the Board and the Board shall consist solely of directors appointed and determined by the Developer. Directors are not required to be Owners. The Board shall consist of directors appointed by the Developer until the election/appointment of successor directors as provided below.

(b) Initial Board. The initial Board of the Association shall consist of three (3) members designated by the Developer as set forth in Section 4.04(a) above, who shall serve for a period commencing upon the date of their appointment and terminating (unless sooner terminated by the Developer, in its sole discretion) at the end of the Developer Control Period upon the election of the successor directors.

(c) Election of Board of Directors. At least ten (10) days prior to expiration of the Developer Control Period, at a regular or special meeting of the Association called for such purpose, all Members eligible to vote, including the Developer for the Lots owned by it, shall elect three (3) successor directors to the Board. Membership in the Association is not a condition to election and service as a director. The three candidates receiving the highest number of votes of the Members shall be elected as directors. One successor director shall serve a term commencing upon his/her election and qualification and terminating on the date of the third annual Association meeting thereafter, and the election and qualification of that director's successor. One successor director shall serve a term commencing upon his/her election and qualification and terminating on the date of the second annual Association meeting thereafter and the election and qualification of that director's successor. The third successor director shall serve a term commencing upon his/her election and qualification and terminating on the date of the first annual Association meeting thereafter and the election and qualification of that director's successor. The length of the terms to be served by the initial successor directors shall be determined by lot. Thereafter, directors shall be elected for three (3) year terms and shall serve until the successor of each is elected and qualified. The length of the terms may be modified by the Bylaws. Additional directors, not to exceed a total of seven (7), may be added to the Board by amendment of the Bylaws.

(d) Removal of Directors. Notwithstanding any provisions of this section to the contrary, after the expiration of the Developer Control Period, the Members by a two-thirds (2/3) majority vote of all Owners present and entitled to vote at any meeting at which a quorum is present, may remove any duly elected member of the Board for any reason or no reason.

ARTICLE V

ASSESSMENTS

Section 5.01. Agreement to Pay Assessments. Each Owner, by acceptance of a deed to a Lot (whether or not expressed in the deed) covenants and agrees to pay to the Association all Assessments.

Section 5.02. Exempt Property. Common Properties as defined in Article I, all Common Properties subsequently added to the Property and any areas that are designated for the common use or benefit, and all portions of the Property owned by the Association or otherwise dedicated to any political subdivision shall be exempt from the Assessments and liens of the Association.

Section 5.03. Assessments. Each Owner shall contribute pro rata toward the Association Expenses and toward any other agreed upon expenses based on the ratio of the number of Lots (or fraction thereof if a Lot is properly subdivided) owned by the Owner to the total number of Lots deemed subject to this Declaration.

Section 5.04. Association Expenses. The Association shall be responsible for and shall consider the following as common expenses: (i) the costs of Association administration, which shall include all costs and expenses incurred by the Association in performing its duties under this Declaration and any bill of assurance affecting land subject to this instrument and taking other actions as may be authorized by this Declaration, including attorney fees, accounting fees and fees of other professionals; (ii) the maintenance, repair, replacement, acquisition, construction and reconstruction of Common Properties, and easements; (iii) any deficit remaining from a previous period; (iv) creation of reasonable contingency reserves; and (v) any other expenses and liabilities that may be incurred by the Association for the benefit of its Members under or by reason of this Declaration (collectively referred to herein as the "**Association Expenses**"). The Association shall treat as a contribution to reserves the excess Association revenues over Association Expenses.

Section 5.05. Commencement of Assessments. Assessments shall commence on a Lot on the date of the initial sale from Developer to a third party, other than Buffington Homes of Arkansas, LLC or any other affiliate of Developer. Assessments shall commence on a Lot owned by Buffington Homes of Arkansas, LLC on the date such Lot is sold by it to a third party. The initial purchaser of a Lot from the Developer, or the initial purchaser of a Lot from Buffington Homes of Arkansas, LLC, as applicable, shall pay to the Association at the closing of its purchase the pro rata amount of the Assessments accruing on the purchased Lot for the balance of the calendar year. An Owner shall be responsible for Assessments accruing during the period of its ownership of such property. The obligation to pay Assessments may be delegated to a tenant or other third party; provided, however, the Owner shall remain liable to the Association for all such payments.

Section 5.06. Annual Budget. Each year, the Board shall prepare and adopt an operating budget for the following calendar year. The budget shall itemize the estimated Association Expenses for such calendar year, taking into consideration anticipated receipts (if any), and any deficit or surplus from the prior operating period. The budget shall serve as the supporting document for the Assessment for the upcoming calendar year and as the primary guideline under

which the Association shall be operated during such annual period. Developer shall estimate the budget for the first calendar year of the Association or portion thereof. The Association shall furnish a copy of the budget to each Owner.

Section 5.07. Notice of Payment; Late Charge.

(a) On or around January 1 of each year, the Association will notify each Owner of the amount of the Assessment with respect to the Owner's Lot or Lots. The Assessment shall be payable in annual installments, or in such other installments and at such times as may be determined by the Board.

(b) All unpaid Assessments shall incur a late charge in the amount equal to fifty percent (50%) of the delinquent amount, and shall accrue interest at a rate equal to the maximum interest rate allowed by applicable law from the date each unpaid amount was due until paid. The failure of the Association to give timely notice of any Assessment as provided herein shall not be deemed a waiver or modification in any respect of the provisions of this Declaration or a release of any Owner from the obligation to pay such assessment or any other assessment, but the date when the payment shall become due in such case shall be deferred to a date fifteen (15) days after notice of such assessment shall have been given to the Owner in the manner provided in this Declaration.

Section 5.08. Special Assessments. In addition to the Association's regular assessments authorized by this Article, the Association may levy, at any time and from time to time, upon affirmative vote of a majority of the Owners, or upon the affirmative vote of a majority of a specific group of Owners in accordance with the applicable Bill of Assurance, a Special Assessment, for the purpose of defraying, in whole or in part, the costs of any construction or reconstruction, unexpected repair or replacement of any Common Property or any part thereof, or for any other expenses incurred or to be incurred as provided in this Declaration (including without limitation Association Expenses), and such assessment will be payable over such period as the Owners may determine. Such Special Assessments, if any, shall be included within any and all references to Assessments. This section shall not be construed as an independent source of authority for the Association to incur expenses but shall be construed to prescribe the manner of assessing for expenses authorized by other sections of this Declaration, the By-Laws or the Articles. Any amounts assessed pursuant hereto shall be assessed to Owners pro-rata based on the number of Lots subject to this Declaration. Notice in writing of the amount of such Special Assessments and the time for payment thereof shall be given promptly to Owners, and no payment shall be due less than fifteen (15) days after such notice shall have been given. All unpaid portions of any Special Assessment shall incur a late charge in an amount equal to fifty percent (50%) of the delinquent payment and accrue interest at a rate determined by the Board not to exceed the maximum interest rate allowed by the applicable law from the date such portions become due until paid. All funds received from assessments under this Section shall be part of Association funds.

Section 5.09. Lien for Assessments.

(a) All sums assessed to the Owners pursuant to the provisions herein and in the Bylaws, together with interest thereon as provided herein, shall be secured by a lien on the respective Lots in favor of the Association, which lien shall be prior to all other liens upon the Lots

except: (a) tax liens in favor of any assessing unit; and (b) any mortgage or deed of trust duly recorded prior to the Assessment Lien encumbering the Lot. To evidence a lien for sums assessed pursuant hereto, the Association may prepare and record in the real estate records a written notice of lien setting forth the amount of the Assessment, the date due, the amount remaining unpaid, the name of the Owner and a description of the Lot. No notice of lien shall be recorded until there is a delinquency in payment of the Assessment. In addition to the unpaid amount of the Assessment, any recorded lien shall secure payment of all accrued interest on the assessment, late charges, title search fees, and for all costs of collecting such amounts, including attorneys' fee, whether suit be brought or not, and the Owner shall be personally liable for all such amounts.

(b) Liens created pursuant to subsection (a) above may be enforced by judicial foreclosure by the Association in the same manner in which mortgages on real property may be foreclosed in the State of Arkansas. In any such foreclosure, the Owner shall be required to pay the costs and expenses of such proceeding (including attorneys' fees) and such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Association any assessments against the Lot that shall become due during the period of foreclosure and all such assessments shall be secured by the lien being foreclosed. The Association shall have the right and power to bid in at any foreclosure sale, to apply as a cash credit against its bid all sums due the Association and to hold, lease, mortgage or convey the subject Lot. Furthermore, the rights of the Association herein set forth above shall be in addition to any other rights provided by law with respect to liens for and collection of unpaid assessments.

(c) The Board shall have the right to settle and compromise any lien securing unpaid Assessments and the amount of the unpaid Assessment, including all late charges and accrued interest thereon, if such action is deemed to be in the Association's best interest.

Section 5.10. Personal Obligation of Owner.

(a) The amount of any Assessment against any Lot shall be the personal obligation of the Owner of such Lot to the Association. Suit to recover a money judgment for such personal obligation shall be maintainable by the Association without foreclosing or waiving any lien securing the same. In the event of any suit to recover a money judgment for unpaid assessments hereunder, or in the event that the Association must bring an action to enforce these covenants, the involved Owner shall pay the costs and expenses incurred by the Association in connection therewith, including attorneys' fees. The Association shall have the right to assign its claim and lien rights for the recovery of any unpaid Assessments, together with any outstanding costs, charges, and attorney fees, to the Developer, any Owner or group of Owners, or any other Persons.

(b) If a Lot is owned by more than one (1) Person, each Person with an ownership in the subject Lot shall be jointly and severally liable for all Assessments. No Owner may avoid or diminish its personal obligation for payment of Assessments by waiver of the use and enjoyment of any of the Common Property or by abandonment of its Lot or by waiving any services or amenities provided for in this Declaration.

Section 5.11. Unpaid Assessments Shall Be Paid from Sales Price. In the case of a voluntary sale or conveyance of a Lot, all unpaid Assessments, or other assessments or charges against an Owner for its pro rata share of Association Expenses or other amounts due the

Association shall be paid out of the sales price or by the acquirer in preference over any other assessments or charges of whatsoever nature, except the following:

(i) assessments, liens and charges for taxes past due and unpaid; and

(ii) payments due under mortgages and other security instruments duly recorded prior to the date the Assessment or other debt due the Association.

Section 5.12. Statement of Account. Upon the request of any Owner, mortgagee, prospective mortgagee or prospective purchaser of a Lot, duly authorized representatives of the Association, for a reasonable fee, shall issue a written statement setting forth the following:

(i) The amount of the unpaid Assessments or other amounts due the Association, if any, with respect to such Lot;

(ii) The amount of the current Assessments and the date or dates upon which installments thereof become due;

(iii) Credit for advanced payments or prepaid items; and

(iv) That such statement shall be conclusive against the Association in favor of persons who rely thereon in good faith.

Section 5.13. Personal Liability of Purchaser. Subject to the provisions herein, a purchaser of a Lot, other than purchasers from Developer and Buffington Homes of Arkansas, LLC, shall be jointly and severally liable with the seller thereof for all Assessments unpaid at the time of the purchase; provided, however, that the provisions of this section shall not prejudice the purchaser's right to recover from the seller the amount paid by the purchaser for such assessments.

Section 5.14. Subordination of the Lien to Mortgage; Foreclosure; Remaining Liability.

(a) The lien of unpaid Assessments provided for in this Article shall be subordinate to the lien of any prior recorded Mortgage on the Lot. The lien securing the Assessments shall be extinguished by the sale or transfer of any Lot pursuant to a decree of foreclosure of a prior Mortgage. No such sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due.

(b) When the purchaser of a Lot obtains title thereto as a result of foreclosure of a Mortgage or other security instrument, such purchaser, its successors and assigns, which may include but not be limited to the mortgagee or other secured party, shall not be liable for any of the Assessments chargeable to such Lot accruing after the date of recording such mortgage or security interest but prior to the acquisition of title to such Lot by such purchaser. Such unpaid share of Association expenses shall be deemed to be Association expenses collectible from all Members, including such purchaser, its successors and assigns. The provisions of this section, however, shall not release any Member from personal liability for unpaid assessments.

Section 5.15. Records; Rights to Inspect.

(a) The Board shall keep, or cause to be kept, a book with a detailed account of the receipts and disbursements affecting the Association and its administration and specifying the expense of maintenance and repair of the Common Properties.

(b) Any Member, or that Member's duly appointed representative, shall have access to the Association's books of account, operating statements and other financial information and minutes from any meeting of the Owners, the Board, or any committee of the Board in order to inspect and copy such records for any purpose reasonably related to his or her interest as a Member. Access shall be at any reasonable time at the office of the Association, if one is maintained, or such other place within Benton County, Arkansas as the Board prescribes. The Board shall establish rules regarding the notice the Member must give to the custodian of the records to obtain access, the hours and days of the week when the records may be inspected and copied, and the charge(s) imposed by the Association for copying records requested by the Member. As a condition to permitting a Member to inspect the books of account, and minute records, the Association may require the Member to agree in writing not to use or allow the use of such information for commercial or other purposes not related directly to membership in the Association. Notwithstanding the terms of this Declaration to the contrary, books and records kept by or on behalf of the Association may be withheld from inspection to the extent that they concern those items listed in Section 3.03(c).

ARTICLE VI

ARCHITECTURAL CONTROL COMMITTEE

Section 6.01. Designation of Committee. The Association shall have an Architectural Control Committee, consisting of at least two (2) and not more than five (5) members who shall be natural persons. The Members of the Architectural Control Committee, and all vacancies, shall be appointed by the Developer until the expiration of the Developer Control Period. When the Developer Control Period expires, the members of the Architectural Control Committee, and all vacancies, shall be appointed by the Board. During the Developer Control Period, status as a Member shall not be a prerequisite to being appointed a member of the Architectural Control Committee. Upon the expiration of the Developer Control Period, however, at least two (2) members of the Architectural Control Committee shall be Members. The Board shall designate a member of the Architectural Control Committee as the chairman of the committee and a member as the secretary thereof. The Board may, at its sole discretion, elect to pay a stipend to the members of the Architectural Control Committee in any amount determined by it to be appropriate. The Board may employ and compensate professional consultants to assist the Architectural Control Committee in discharging its duties, which authority may be delegated to the Architectural Control Committee.

Section 6.02. Function of Architectural Control Committee. No Improvement or structure of any kind shall be constructed, erected, placed, altered, added to, reconstructed, or permitted to remain upon any Lot and no construction activity or grading shall be made unless written approval has been first granted by the Architectural Control Committee ("**Approval**"). Compliance with this Declaration, the Bill of Assurance, and any applicable Design Guidelines, or a variance from the Design Guidelines, is required for the issuance of such Approval.

Section 6.03. Design Guidelines. The Developer may create Design Guidelines (the "**Design Guidelines**") in connection with the recording of a Bill of Assurance to supplement this Declaration with respect to items concerning the design of Improvements and placement of Improvements on the Lots, approved construction materials, approved construction methods, the use of a Lot before, during and after construction commences and is completed, establishing procedures for applying for and the issuance of an Approval, establishing procedures for obtaining a variance from the Design Guidelines, and other related matters concerning Improvements on the Property. The Design Guidelines may be modified by the Developer during the Developer Control Period or, thereafter, by the Board. The Design Guidelines may impose obligations concerning the Property more restrictive than those set forth in these Declarations, but may not make the obligations of an Owner materially greater than those set forth in the applicable Bill of Assurance.

Section 6.04. Definition of "Improvement". "Improvement" shall mean and include all residences, buildings and roofed structures, parking areas, fences, walls, hedges, mass plantings, poles, driveways, lakes, swimming pools, tennis courts, signs, changes in any exterior color or shape, glazing or reglazing of exterior windows with mirrored or reflective glass, and any other new exterior construction or exterior improvement, including without limitation, landscaping, that may be reasonably considered to materially alter the appearance or stormwater drainage of the property and which may not be included in any of the foregoing. The definition does not include garden plant, shrub or tree replacements or any other replacement or repair of any magnitude that would not be reasonably considered to materially change exterior colors or exterior appearances.

Section 6.05. Majority Vote. A majority vote of all members of the Architectural Control Committee is required for Approval, or for granting a waiver or variance in connection with an Approval

Section 6.06. Basis of Approval. The Architectural Control Committee shall approve only those requests or applications for an Approval that conform to the provisions and intent of this Declaration, any applicable Bill of Assurance and the applicable Design Guidelines. The Architectural Control Committee may approve an application subject to satisfaction of conditions or requirements that it finds to be necessary to insure compatibility with the provisions of this Declaration, the Bill of Assurance and the applicable Design Guidelines. The Architectural Control Committee may return for modification any application or request for an Approval that does not include information sufficient to allow the committee to make the above determinations. Such a return, for the purpose of any time periods required by this Declaration, the Bill of Assurance and the applicable Design Guidelines, shall be deemed a disapproval.

Section 6.07. Appeal. The decisions of the Architectural Control Committee may be appealed by the Owner submitting a request to the Board. Rules and procedures for perfecting, commencing and prosecuting an appeal of an Architectural Control Committee decision, including rules for the conduct of appeal hearings, may be established in the Bill of Assurance platting the Property or any Future Development Lands or, absent inclusion in the Bill of Assurance, promulgated by the Board. No such rules or procedures for appeals shall require any act by an Owner to perfect or commence an appeal to be performed fewer than nine (9) Business Days after the date the Architectural Control Committee issues its written denial or conditioned approval of a request for an Approval. The Architectural Control Committee's decision shall be final,

conclusive and binding upon the applicant unless an appeal is properly commenced in accordance with the applicable procedures.

Section 6.08. Failure of Committee to Act. Plans, specifications and other items properly submitted for review and approval in accordance with applicable rules, regulations or submission requirements shall be deemed approved if the Architectural Control Committee fails to act by written notice on or before forty-five (45) days after all such required information and materials are submitted (a "**Default Approval**"); provided, however, no Default Approval shall be deemed to permit the violation of this Declaration, any Bill of Assurance or any zoning requirements, and no Improvement that violates such instruments shall be erected or allowed to remain.

Section 6.09. Limitation of Liability. The primary responsibility of the Architectural Control Committee is to review Approval requests submitted to it to determine if the proposed improvements comply with this Declaration, the Bill of Assurance and any applicable Design Guidelines. Neither the Developer, the Association, the Board, the Architectural Control Committee nor any officers, members, employees and agents thereof shall be liable, in damages or otherwise, to anyone submitting an application or request for an Approval or to any owner of land affected by this Declaration by reason of mistake of judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any plans and specifications. The Architectural Control Committee does not review and assumes no responsibility for the following:

(A) The structural adequacy, capacity or safety features of the proposed improvement or structure.

(B) Whether or not the location of the proposed improvement or structure on the building site is free from any possible hazard whether caused by conditions occurring either upon or off of the property.

(C) Soil erosion or soil conditions including drainage or stormwater issues resulting from the Improvement or any other construction activities taking place on a Lot or Common Property.

(D) Mechanical, electrical or any other technical design requirements for a proposed project.

(E) Compliance with any building codes, safety requirements, or governmental laws, regulations, codes or ordinances.

(F) Performance or quality of work of any contractor.

By acceptance of a deed to any Lot, the Owner acknowledges the foregoing and waives and releases the Developer, the Association, the Board, the Architectural Control Committee and all officers, members, employees and agents thereof from any and all liability arising from items for which any of such Persons have not expressly assumed responsibility.

Section 6.10. Meetings.

(a) Scheduled Meetings; Agenda. The Architectural Control Committee shall meet subject to the level of design review required. Owners or their representatives may schedule items on the meeting agenda of the Architectural Control Committee by notifying the chairman or secretary of the committee by telephone or in writing. The applicants will be advised of the scheduled meeting time. The agenda for a meeting shall be closed at 5:00 p. m. two (2) Business Days prior to the scheduled meeting.

(b) Special Meetings. The chairman of the Architectural Control Committee, acting alone, or any two (2) members of the committee acting jointly, may call a special meeting of the Architectural Control Committee by giving telephonic notice of such meeting to its members on or before twenty four hours of such meeting time. The Architectural Control Committee may hear any item that may have otherwise been heard by the committee at a regularly scheduled meeting. The voting requirements of Section 6.05 above shall apply.

Section 6.11. Reasonable Fee. The Board may establish reasonable fees that the Architectural Control Committee may charge an Owner for its services in reviewing that Owner's application or request for an Approval. The Architectural Control Committee may require any such fees to be paid in advance of its review of any submission.

ARTICLE VII

MAINTENANCE

Section 7.01. Duty of Maintenance. Owners and occupants (including lessees) of any Lot shall jointly and severally have the duty and responsibility, at their sole cost and expense, to keep that Lot, including buildings, improvements and grounds, in a well-maintained, safe, clean and attractive condition at all times. Maintenance includes, but is not limited to, the following:

(a) Prompt removal of all litter, trash, refuse and waste.

(b) Lawn mowing.

(c) Tree and shrub pruning.

(d) Watering.

(e) Keeping exterior lighting and mechanical facilities in working order.

(f) Keeping lawn and garden areas alive, free of weeds and attractive.

(g) Keeping parking areas, driveways and roads in good repair.

(h) Complying with all governmental health and police requirements.

(i) Repainting of improvements.

(j) Repair of exterior damages to improvements.

Section 7.02. Enforcement. If, in the opinion of the Board, any Owner or occupant of a Lot has failed in any of the foregoing duties or responsibilities, then the Board may provide written notice of that failure, giving the Owner or occupant ten (10) days from receipt to perform the care and maintenance required. Should any person fail to fulfill this duty and responsibility within the ten (10) day period, then the Association through its authorized agent or agents shall have the right and power to enter onto the premises and perform needed care and maintenance without any liability for damages for wrongful entry, trespass or otherwise to any person. The Owners and occupants (including lessees) of any Lot on which work is performed shall jointly and severally be liable for the cost of the work and shall promptly reimburse the Association for all costs. If the Association has not been reimbursed within thirty (30) days after invoicing, the indebtedness shall be a debt of all of the Owners and occupants jointly and severally and shall constitute a lien against the Lot. This lien shall have the same attributes as the lien for assessments and special assessments set forth in Article V, and the Association shall have identical powers and rights in all respects, including, but not limited to, the right of foreclosure.

ARTICLE VIII

COMMON SCHEME RESTRICTIONS

The following restrictions are imposed as a common scheme upon all Lots and Common Properties for the benefit of each other Lot and Common Property and may be enforced by any Owner or the Association through any remedy available at law or in equity:

(a) No garbage, refuse, rubbish, tree limbs, leaves or cuttings shall be deposited on any street, road or Common Properties or on any Lot unless placed in a container suitable for garbage pickup.

(b) No building material of any kind or character shall be placed upon any Lot except in connection with construction approved by the Architectural Control Committee or construction not requiring Architectural Control Committee approval. Construction shall be promptly commenced and diligently prosecuted.

(c) No service yards, woodpiles or storage areas shall be so located as to be visible from a street, road, or Common Property.

(d) Any exterior lighting installed on any Lot shall either be indirect or of such controlled focus and intensity as not to disturb the residents of the adjacent property.

(e) No livestock, animals or poultry shall be kept on any Lot or Common Property except a reasonable number of ordinary household pets belonging to the household.

(f) No signs, plaques or communication of any description shall be placed on the exterior of any Lot or Common Property unless approved by the Architectural Control Committee. Provisions concerning the use of signs advertising a Lot for sale and political campaign signs shall be set forth in the Design Guidelines. The Design Guidelines may provide that "For Sale" and political campaign signs shall be deemed approved unless affirmative action is otherwise taken by the Architectural Control Committee.

(g) No nuisances shall be allowed in Opal Park nor shall any use or practice be allowed which is a source of annoyance to its residents or which interferes with their right of quiet enjoyment.

(h) No immoral, improper, offensive or unlawful use shall be made of Opal Park or any part thereof, and all valid laws, zoning, bylaws and regulations of all governmental bodies having jurisdiction shall be observed.

(i) No portion of a Lot (other than the entire Lot) may be rented, and no transient may be accommodated therein unless by consent of the Owner.

(j) No used or previously erected or temporary house, structure, house trailer or nonpermanent outbuilding shall ever be placed, erected or allowed to remain on any Lot or Common Property.

(k) No junk vehicle, commercial vehicle, trailer, truck, camper, camp truck, house trailer, boat or other machinery or equipment (except as may be reasonable and customary in connection with the use and maintenance of any improvements located upon the Property and except for such equipment and/or machinery as the Association may require in connection with the maintenance and operation of the Common Properties) shall be kept upon the Property, nor (except for bona fide emergencies) shall the repair or extraordinary maintenance of automobiles or other vehicles be performed. This restriction shall not apply to vehicles, trailers, boats, machinery, equipment or the like stored and kept within an enclosed storage room or garage, or otherwise properly screened from view.

(l) All buildings built on any Lot shall comply with the setback restrictions imposed upon the Lot on either a recorded plat in the Circuit Clerk's office of Benton County, Arkansas or in the deed to each purchaser of a Lot. Bills of assurance platting any Property may provide that variances from such setback restrictions may be granted.

(m) Easements for access to, installation and maintenance of utilities and drainage of facilities and for pedestrian traffic may be reserved in rights of way of drives and roads and in such other locations as shown on a recorded plat of the Property.

(n) Each Owner hereby grants a right of access to its Lot to the Association and/or any other person authorized by the Board for the purpose of making inspections or for the purpose of correcting any conditions originating in its Lot and threatening another Lot or any Common Property, or for the purpose of performing installations, alterations or repairs to the parts of the Lot over which said persons have control and/or responsibility for maintenance. Requests for such access shall be made in advance and entry must be at a time reasonably convenient to the Owner. In case of an emergency, this right of entry shall be immediate whether the Owner is present or not.

ARTICLE IX

COMMON PROPERTIES

Section 9.01. Easements of Enjoyment. Subject to the provisions of Section 9.04 below, every Member shall have a right and easement of enjoyment in and to the Common Properties. This easement of enjoyment shall be appurtenant to and shall pass with the title to every Lot.

Section 9.02. Title to Common Properties. Developer agrees to convey title to platted Common Properties, if any, to the Association no later than one (1) year after the expiration of the Developer Control Period. Any conveyance of Common Properties shall be by special warranty deed and shall be free and clear of all liens securing any indebtedness or obligation of the Developer (other than the current year's ad valorem real estate taxes that are due but not payable), but may be subject to any rights of access or easements retained by the Developer for utilities, maintenance or similar purposes, the rights of Developer under Section 9.03 below, and any other encumbrance that does not materially hinder the intended use of the particular Common Property.

Section 9.03. Operation and Maintenance.

(a) After conveyance thereof by Developer, the Association shall maintain and operate the Common Properties at its sole cost and expense.

(b) For a period of five (5) years after Developer conveys a portion of a Common Property to the Association, the Developer shall have the right, but not the obligation, to enter upon such Common Property and perform such repairs, maintenance, reconstruction or replacement of the improvements located on such Common Property so as to keep the improvements, in Developer's reasonable discretion, in good condition and repair. Developer shall give the Association not less than ten (10) days written notice of its intent to enter upon the Common Property to perform such work. The Association shall pay Developer within ten (10) days after written demand therefor all cost and expense incurred by the Developer in performing such work. All amounts due from the Association shall accrue interest from the date of demand until payment at the highest rate allowed by law. The Association shall be responsible for all attorneys' fees and expenses, including litigation expenses, incurred by Developer in collecting amounts due from the Association and the enforcement of Developer's rights under this section.

Section 9.04. Extent of Easements. The Owners' rights and easements of enjoyment created shall be subject to the following:

(a) The right of the Association to prescribe rules and regulations for the use, enjoyment and maintenance of the Common Property;

(b) The right of the Association to borrow money for the purpose of improving all or any part of the Common Property, and to mortgage all or any part of the Common Property;

(c) The right of the Association to take reasonably necessary steps to protect all or any part of the Common Property against foreclosure;

(d) The right of the Association to suspend the easements of enjoyment of any Member of the Association during the time any assessment levied under Article V or any other cost or expense owing to the Association remains unpaid, and for any period not to exceed 30 days for any infraction of its published rules and regulations; and

(e) to the Articles of Incorporation and the By-Laws of the Association.

Section 9.05. Streets and Roads. The streets and roads (other than certain private alleys) are public, and are subject to rules and regulations determined from time to time by the City of Fayetteville and the State of Arkansas.

Commented [1]: Confirm, but most likely correct

ARTICLE X

AMENDMENT OF DECLARATION

Section 10.01. Amendment Before Close of First Sale. Prior to the delivery of the first deed to an unrelated Person, this Declaration, any recorded plat(s) of the Property, and any amendment(s) or supplement(s) to either may be amended in any respect or revoked by the execution and recordation in the real estate records of Benton County, Arkansas by the Developer, and any mortgagee of record, of an instrument amending, supplementing or revoking the Declaration, any recorded plat(s) or any amendment(s) or supplement(s) to either.

Section 10.02. Amendment After Close of First Sale.

(a) After Developer's delivery of the first deed to a Lot to an unrelated Person, this Declaration, any recorded plat of the Property, and any amendment or supplement to either, or any portion of either, may be amended, supplemented, or revoked in any respect by the Developer without the vote or written consent of the Owners or the Association if such amendment, supplement, or revocation results from the exercise by Developer of any of its reserved rights set out in Article III of this Declaration.

(b) Any amendment, supplement, or revocation of this Declaration, any recorded plat of the Property, or any amendment or supplement to either for any purpose not related to matters governed by the rights reserved exclusively to the Developer in Article III of this Declaration, and except as otherwise provided in this Declaration or the laws of the State of Arkansas, shall require an instrument signed by owners of more than seventy-five percent (75%) of the Lots in Opal Park, including votes of the Developer for Lots owned by it, provided that any such amendment or supplement shall in no way modify or eliminate the reserved rights of the Developer set out in Article II and Article III.

(c) Any amendment, supplement, or revocation of this Declaration, any recorded plat of the Property, or any amendment or supplement to either, whether made by Developer pursuant to its reserved rights set out in Article II and Article III, or by the Owners as provided in the preceding paragraph, shall not be effective until such amendment, supplement, or revocation is duly recorded.

Section 10.03. Reserved Rights of Developer Not Subject to Amendment. The terms of this section and the reserved rights of the Developer, including but not limited to the right to amend

JOINDER BY MORTGAGEE

The undersigned, as holder of that certain Mortgage ("**Mortgage**") which encumbers certain portions of the lands described in this instrument, does hereby consent to the filing of the Declaration of Covenants and Restrictions of Opal Park POA, and subordinates the lien of the Mortgage solely to the covenants, restrictions and terms hereof.

IN WITNESS WHEREOF, this instrument is executed as of the day and year first above stated.

CENTENNIAL BANK

By: _____

Title: _____

STATE OF ARKANSAS)
) ss. ACKNOWLEDGMENT
COUNTY OF _____)

On this ____ day of _____, 2021, before me, a Notary Public (or before any officer within this State or without the State now qualified under existing law to take acknowledgments), duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named **_____**, _____, being the person authorized by **CENTENNIAL BANK** (the "**Bank**") to execute such instrument, stating his capacity in that behalf, to me personally well known (or satisfactorily proven to be such person), who stated that he was the _____ of the Bank, and was duly authorized in his capacity to execute the foregoing instrument for and in the name and behalf of the Bank, and further stated and acknowledged that he had so signed, executed, and delivered said foregoing instrument for the consideration, uses, and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this ____ day of _____, 2021.

_____
Notary Public

My Commission Expires:

_____

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this Declaration, set out in Article III hereof shall not be altered, impaired, prejudiced, or eliminated by the Owners pursuant to Section 10.02(b) above by an amendment or supplement to this Declaration, any recorded plat of the Property, or any amendment or supplement to either, unless such amendment or supplement is executed by Developer.

ARTICLE XI

GENERAL PROVISIONS

Section 11.01. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of forty (40) years from the date this Declaration is recorded, after which time the covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument terminating these covenants and restrictions signed by the then Owners of sixty-seven percent (67%) of the Lots has been recorded prior to the commencement of any ten (10) year period.

Section 11.02. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last-known address of the person who appears as Member or Owner of a Lot on the records of the Association at the time of mailing. Each purchaser of a Lot shall forward a copy of its recorded warranty deed to the Association or its officers.

Section 11.03. Enforcement. Enforcement of this Declaration shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants and restrictions. Failure by the Association or any Owner to enforce any covenant or restriction shall in no event be deemed a waiver of the right to do so thereafter. The right to obtain an injunction or other equitable remedy shall be available notwithstanding the availability of an adequate remedy at law. The Owner or Owners of any Lot against whom an enforcement action in commenced waives the right to assert the availability of an adequate remedy at law as a defense to an injunction or other equitable remedy.

Section 11.04. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 11.05. Attorney Fee. In any legal or equitable proceeding for the enforcement or to restrain the violation of this instrument or any provision thereof, by reference or otherwise, the Association shall be entitled to attorney fees in such amount as the court finds reasonable. All remedies provided for herein, or at law or equity, shall be cumulative and not exclusive.

Section 11.06. Dissolution. The Association may be dissolved with consent given in writing and signed by not less than three-fourths of the Members. Upon dissolution of the Association other than incident to a merger or consolidation, the assets of the Association shall be conveyed and granted and assigned to any nonprofit corporation, association trust or other organization to be devoted to same or similar purposes.

Section 11.07. Construction of Instrument. This Declaration shall not be construed more strictly against a party merely by virtue of the fact that it may have been prepared by counsel for a party. The headings of various Sections in this Declaration and all exhibits and attachments hereto are for convenience only, and are not to be utilized in construing the content or meaning of the substantive provisions hereof. Section and Exhibit references are to Sections of and Exhibits to this Declaration unless otherwise specified. All references to instruments, documents, contracts and agreements are references to such instruments, documents, contracts and agreements as the same may be amended, supplemented and otherwise modified from time to time, unless otherwise specified. The words "hereof", "herein" and "hereunder" and words of similar import when used in this Declaration and its exhibits shall, unless otherwise specifically stated, refer to this instrument as a whole and not to any particular provision of this Declaration.

IN WITNESS WHEREOF, this instrument is executed as of the day and year first above stated.

BUFFINGTON BARRON, LLC, an Arkansas limited liability company

By:_____
Clay C. Carlton, Member

STATE OF ARKANSAS)
) ss. ACKNOWLEDGMENT
COUNTY OF _____)

On this ____ day of _____, 2021, before me, a Notary Public (or before any officer within this State or without the State now qualified under existing law to take acknowledgments), duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named **Clay C. Carlton**, being the person authorized by **BUFFINGTON BARRON, LLC**, an Arkansas limited liability company (the "**Company**") to execute such instrument, stating his capacity in that behalf, to me personally well known (or satisfactorily proven to be such person), who stated that he was a Member of the Company, and was duly authorized in his capacity to execute the foregoing instrument for and in the name and behalf of the Company, and further stated and acknowledged that he had so signed, executed, and delivered said foregoing instrument for the consideration, uses, and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2021.

_____
Notary Public

My Commission Expires:

_____

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORD 2024-171; AND FOR OTHER PURPOSES.

(PROJECT NUMBER: PUD22-0003)

WHEREAS, on March 7, 2023 City Council approved Ordinance 2023-054 creating PUD22-0003 for the Opal Park;

WHEREAS, PUD22-0003 was amended on November 5, 2024 with ORD2024-171;

WHEREAS, Buffington Barron LLC has filed a petition to further amend PUD22-0003;

WHEREAS, public notice of said hearing having been published in the Northwest Arkansas Democrat-Gazette for the time and in the manner required by law;

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held December 2, 2025 in the Council Chambers of the City of Bentonville;

WHEREAS, the amendment changes the zoning of lot 17 from commercial into two new lots, a smaller residential lot 17 and a new lot 104, classified as open space;

WHEREAS, other minor amendments are as shown in the attached November 3, 2025 Amended PUD Booklet for Opal Park, incorporated herein by reference; and

WHEREAS, the Planning Commission voted to recommend to the City Council that the petition be approved and that said PUD be amended as shown in the attached "November 3, 2025 Amended PUD Booklet for Opal Park".

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

Section 1: That the above described PUD is hereby amended in accordance with the city zoning laws and state laws;

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

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

PASSED AND APPROVED this_____ day of _____, 2025.

APPROVED:

_____

Stephanie Orman, Mayor

ATTEST:

_____

Malorie Marrs, City Clerk

Rezoning - Barron Road, LLC - A-1, Agriculture to C-3, Mixed-Use Commercial

5927 Southwest Barron Road

PC Date: 12/2/2025

Staff Report Details

Project Number	(RZ25-0046)
Applicant / Current Owner	Expedient Civil Engineering, PLLC, Jason Ingalls / Barron Road, LLC, Cody Ponder
Site Area	+/- **[3.79]** Acres
Current Zoning	A-1, Agriculture
Requested Zoning	C-3, Mixed-Use Commercial
Current Future Land Use Map Designation	Urban Corridor
Requested Future Land Use Map Designation	
Development Type / Use	Mixed-Use Commercial and Urban Neighborhoods
Related projects	

Property Description

The subject property is an undeveloped lot located at 5927 Southwest Barron Road. The property is presently zoned A-1, Agriculture with a land use designation of Urban Corridor. Surrounding districts include C-1, Neighborhood Commercial, PUD, Planned Unit Development (Opal Park Subdivision), I-1, Light Industrial, and A-1, Agriculture. The property is has access to Southwest Barron Road and Southwest Regional Airport Boulevard, which are classified as Collector and Arterial, respectively, per the Master Street Plan.

Project Details

The applicant has requested a rezoning of the property from A-1, Agriculture to C-3, Mixed-Use Commercial, which would bring the property into compliance with the Zoning Alignment Policy under standard review for the Urban Corridor place type. C-3, Mixed-Use Commercial, meets the intention and character of the Urban Corridor place type according to the Community Plan because it allows for development that supports residents to live within walking and biking distance of commercial uses.

Relationship to the Community Plan

The zoning request supports the goals of the Bentonville Community Plan by prioritizing mixed-use development along large arterial roadways so that considerable housing can be provided in close proximity to existing infrastructure to minimize congestion and encourage alterative modes of transportation such as walking or biking. The application is consistent with the Community Plan.

Public Comment

Has Staff received Public Comment at the time of this report? : **No**

Analysis / Waivers

The applicant states in their narrative that they are requesting the rezoning to allow the split of the subject land from its parent lot. The split was submitted alongside the rezone request, but since the proposed split creates a lot that is less than 5 acres, it must be rezoned before the split can be approved per A-1, Agriculture zoning district regulations. Additionally, the applicant states that a rezone to C-3 would allow for development of mixed-use commercial and urban neighborhoods. The proposed redevelopment is not the subject of this rezone request and would need to meet the sewer availability, parking requirements, and all other code requirements for the proposed use. Much of the adjacent properties are undeveloped, and with their place types being Urban Neighborhood, Urban Corridor, Regional Center, and Outdoor Entertainment, this sets the stage for future development of a similar character.

Consistency

The proposed rezone is likely to implement the place type envisioned by the Future Land Use Map because the current zoning district does not align with the policy (A-1, Agriculture), while the requested zoning district falls under standard review within the alignment policy (C-3, Mixed-Use Commercial). Furthermore, the property is located along Southwest Regional Airport Boulevard, which is an arterial with a proposed primary bike path. The Community Plan suggests that Urban Corridors should consist of multi-family, office, and commercial uses along primary roadways, which is consistent with the applicant's narrative to build mixed-use commercial and urban neighborhoods on the empty lot. Given that much of the surrounding properties are undeveloped, this rezone will help bring the area into consistency with the goals of the Future Land Use Map and the Community Plan.

Impact

The impact of this rezone, if developed under the proposed C-3 zone instead of A-1, is smaller setbacks, larger allowable lot coverage, smaller lot sizes, and a wider array of uses, including multifamily residential, retail, and services. This rezone would allow for higher density development than if the property was developed under the A-1 zoning restrictions, creating a potential increase in infrastructure impacts, including traffic. Given the proposed primary bikeway located on Southwest Regional Airport Boulevard, development of this property could encourage more use of alternative modes of transportation such as biking or walking, especially for the residential subdivisions located nearby to the south, southwest, and east of the subject property. According to the municipal code, the purpose of the C-3 district is to provide an opportunity for people to live, work, meet, shop, and utilize services within the vicinity of their residences, while encouraging physical activity, alternative transportation and greater social interaction to benefit the health and wellbeing of residents.

Compatibility

Mixed-use commercial is compatible with the approved Planned Unit Development (approved 3/7/2023 with revisions 11/5/2024), located due east of the subject property. The PUD, Opal Park Subdivision, designates the space along Southwest Regional Airport Boulevard as commercial and the space further

Analysis / Waivers

north as residential. The subject property is also located to the east of the Benton County Fairgrounds and to the north of a gas station. Residential subdivisions with single-family and multi-family development are located to the southwest, south, southeast, and east of the property. Vaughn Elementary School is also located within half a mile north of the property. While the applicants are planning mixed-use development and the directly adjacent properties are mostly undeveloped lots and residential subdivisions, the intention of Urban Corridor is to improve walkability and connectivity by strategically placing larger commercial centers near the city's outer residential subdivisions, per the Community Plan.

Intensity
In the Urban Corridor place type, C-3 Mixed-Use Commercial is under standard review and the most intense zoning district allowed. A C-3 zoning district allows for increased neighborhood density and mixed-use developments which would help anchor the corner of an Arterial and Collector Road. Because Barron Road is a proposed Collector and Southwest Regional Airport Boulevard is a proposed Arterial, when these half street improvements are completed, the intensity of adjacent properties across the streets need not be considered according to the Zoning Alignment Policy since these roads should have three or more lanes.

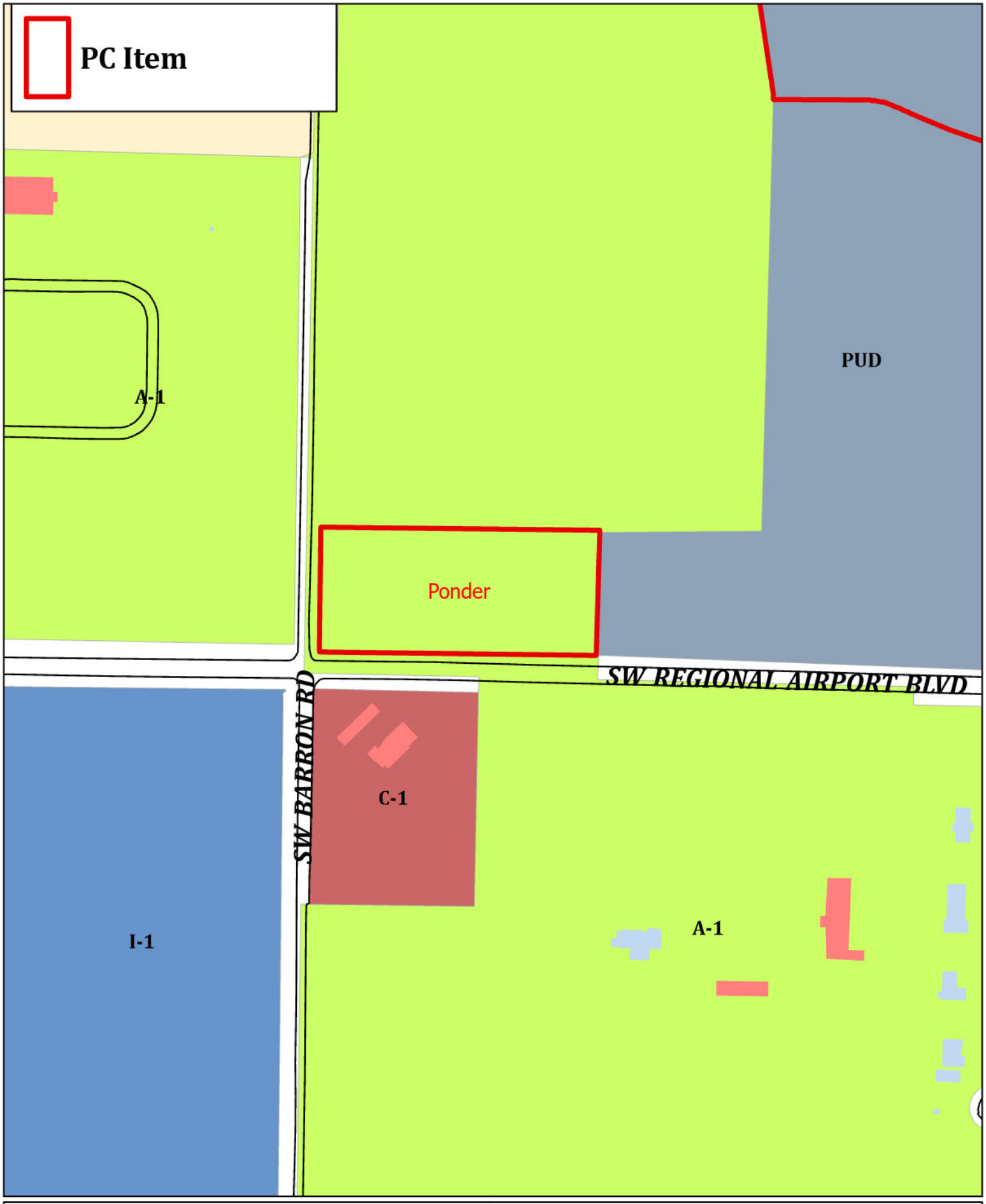
Orderly Transition
According to the Community Plan, this project is an edge growth development project. Edge growth development seeks to reduce downtown congestion by placing larger commercial centers and neighborhood-focused retail near residential development in the city's outer areas to make walking and biking viable modes of transportation.

Conclusion

Staff recommends approval as the application is consistent with the goals of the community plan, the alignment policy and built environment in the area.

Additional Details

Sewer / Water Department Comments: Applicants should reach out the the Water/Sewer Department regarding sewer capacity and timing of proposed city funded sewer improvements within this property's frontage.



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RZ25-0046
Barron Rd, LLC Rezone
5927 SW BARRON RD

Expedient Civil Engineering, PLLC

P. O. Box 5484
Bella Vista, AR 72714
Phone: (479) 364-0028
Email: jason@ece-pllc.com

November 11, 2025

Tyler Overstreet
Planner
Bentonville, Arkansas
305 SW A Street
Bentonville, AR 72712

RE: BARRON ROAD, LLC LOT SPLIT & REZONE
LOT SPLIT & REZONE
NE CORNER BARRON ROAD & SW REGIONAL AIRPORT BLVD., BENTONVILLE, AR
ECE PROJECT NO. 25-1030

Dear Mr. Overstreet:

Barron Road, LLC is proposing a lot split and rezone of the tract that fronts SW Regional Airport Boulevard to Mixed Use Commercial C-3. Tract 1 will be less than 5 acres. I think the rezone of Tract 1 will have to come first since A-1 requires 5 acres at a minimum. Attached to this letter is the survey description of Tract 1 for the rezone. Tract 2 will be developed at a later date into a residential home development and will be rezoned at that time.

In support of the required enhanced review of the C-3 zoning, we offer the following arguments:

- The requested rezone is located on a major arterial street, SW Regional Airport Boulevard.
- The requested rezone is located directly north of an existing convenience store use, Airport Plaza, that is located at the southeast corner of Barron Road and SW Regional Airport Boulevard.
- Rezoning the parcel to C-3 would bring the parcel into alignment with the future land use plan.
- The rezone is located near a job center, Walmart Distribution Center #7482.
- C-3 zoning would allow mixed use types such as mixed-use commercial and urban neighborhoods which would support the residential neighborhoods in the area.

Thank you for your consideration of this lot split and rezone and we look forward to discussing them further with you and to your approval.

An equal opportunity employer

Best Regards,
EXPEDIENT CIVIL ENGINEERING, PLLC

Jason E. Ingalls, P.E.
Owner/Senior Project Manager

Cc: Barron Road, LLC

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF A-1, AGRICULTURAL TO C-3, MIXED-USE COMMERCIAL; AND FOR OTHER PURPOSES.
(PROJECT NUMBER: RZ25-0046)

WHEREAS, Barron Road, LLC duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present zoning classification of A-1, AGRICULTURAL to C-3, MIXED-USE COMMERCIAL to be used in accordance with city zoning laws and state laws, which property is described as follows:

A PART OF THE SURVEYED AND DESCRIBED TRACT IN A BOUNDARY SURVEY PLAT SHOWN IN BENTON COUNTY PLAT RECORD BOOK K, PAGE 210, APRIL 24, 1972 IN THE SOUTHWEST QUARTER (SW1/4) OF SECTION 16, TOWNSHIP 19 NORTH, RANGE 31 WEST, 5TH PRINCIPAL MERIDIAN, BENTON COUNTY, ARKANSAS, BEING SURVEYED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SW1/4, THENCE ALONG THE WEST LINE OF SAID SECTION 16, NORTH 02°14'46" EAST, 311.73 FEET; THENCE SOUTH 87°45'14" EAST, 20.10 FEET TO A 5/8" IRON PIN SET WITH PLS #1519 CAP AT THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 87°45'14" EAST, 608.53 FEET TO A 5/8" IRON PIN SET WITH PLS #1519 CAP AT A CORNER OF SAID K-210 TRACT; THENCE ALONG AN EAST LINE OF SAID TRACT, SOUTH 03°14'46" WEST, 273.00 FEET TO A 5/8" IRON PIN SET WITH PLS #1519 CAP; THENCE NORTH 87°41'00" WEST, 603.73 FEET TO A 5/8" IRON PIN SET WITH PLS #1519 CAP; THENCE NORTH 02°14'22" EAST, 272.21 FEET TO THE POINT OF BEGINNING CONTAINING 3.79 ACRES MORE OR LESS;

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held December 2, 2025 in the Council Chambers of the City of Bentonville;

WHEREAS, public notice of said hearing having been published in the Northwest Arkansas Democrat-Gazette for the time and in the manner required by law; and

WHEREAS, the Planning Commission voted to recommend to the City Council that the petition be approved and that said property be rezoned from its present classification of A-1, AGRICULTURAL to C-3, MIXED-USE COMMERCIAL.

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

Section 1: That the above described real property is hereby changed from its present zoning classification of A-1, AGRICULTURAL to C-3, MIXED-USE COMMERCIAL to be used in accordance with the city zoning laws and state laws;

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

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

PASSED AND APPROVED this_____ day of _____, 2025.

APPROVED:

_____

Stephanie Orman, Mayor

ATTEST:

_____

Malorie Marrs, City Clerk