



**Combined  
Committee of the Whole  
& City Council  
Meeting Agenda  
January 13, 2026  
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 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 January 13, 2026: [Registration Link](#).

**Council Questions/Discussion Concerning the Business Meeting**

**Call to Order**

**Pledge of Allegiance**

**Moment of Silence**

**Roll Call**

**Approval of Minutes: December 22, 2025**

**I. Committee of the Whole**

- |    |  |                      |
|----|--|----------------------|
| 1. | <b>2026 City Council Calendar</b>                      | <b>Informational</b> |
| 2. | <b>Annual City Council Organizational Discussion</b>   | <b>Informational</b> |
| 3. | <b>Tiger &amp; Northwest G Street Drainage Options</b> | <b>Informational</b> |

Informational report on options for drainage improvements near Tiger & Northwest G Street.

4. **Consent Agenda Discussion** **Informational**

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

1. **Informational - Boards and Commissions Process** **Informational**

2. **Public Art Advisory Committee Appointment of Catherine Bays** **Appointment**

Appointment of Catherine Bays, based upon staff recommendation to the Mayor, to Position 4 on the Public Art Advisory Committee (PAAC). Her first 3-year term begins January 1, 2026 and expires December 31, 2028. Memo and committee application attached.

3. **Public Hearing and Ordinance Vacating Alley/Street Right of Way (VAC25-0028)** **Ordinance\***

Public Hearing and approval of an Ordinance vacating an Alley Right of Way and establishing an utility easement located between lots 10 & 11 and lots 9 & 12 of Block 1 of Smartt's Addition (VAC25-0028).

4. **Public Hearing and Ordinance Vacating a Utility Easement (VAC25-0030)** **Ordinance\***

Public Hearing and approval of an Ordinance vacating a Utility Easement Vacation located at Lot 2 of 102 West Subdivision (VAC25-0030).

5. **Resolution for an Agreement with DeLeon Business Solutions for EMS Ambulance Billing Services** **Resolution**

Resolution authorizing the Mayor and City Clerk to enter into an agreement with DeLeon Business Solutions, LLC DBA Trinity 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.

**III. Utility Board - January 6, 2026 Meeting Canceled**

**IV. Planning**

1. **Property Line Adjustment - Lot 7 of Highlands West Addition - NW corner of Barron and Lee Harris Rd (Parcel 01-18912-001) (PLA25-0034)** **Ordinance\***

**The Planning Commission voted 7-0, recommending approval.**

An Ordinance Accepting A Property Line Adjustment Of Lots 5 & 6 Of Highlands West Addition Creating New Lot 7 Of Highlands West Addition To The City Of Bentonville, Arkansas; And For Other Purposes.

2. **Property Line Adjustment - Lot 15, Block 3 of Fairfield Addition - 802 and 804 SE G Street (PLA25-0027)** **Ordinance\***

**The Planning Commission voted 7-0, recommending approval.**

An Ordinance Accepting A Property Line Adjustment Of Lots 11 & 12, Block 3 Of Fairfield Addition Creating New Lot 15, Block 3 Of Fairfield Addition To The City Of Bentonville, Arkansas; And For Other Purposes.

3. **Lot Split - Lots 14 and 15, Block E of Orchard Addition - 422 and 424 SE 7th Street (LS23-0057)** **Ordinance\***

**The Planning Commission voted 6-0, with one recusal, recommending approval.**

An Ordinance Accepting A Lot Split Of The West 60 Feet Of Existing Lots 1, 4 And 5, Block E Of Orchard Addition Creating New Lots 14 And 15, Block E Of Orchard Addition To The City Of Bentonville, Arkansas; And For Other Purposes.

4. **Property Line Adjustment - Lot 57 of Dickson's Addition - 802 SW 2nd Street (PLA25-0033)** **Ordinance\***

**The Planning Commission voted 7-0, recommending approval.**

An Ordinance Accepting A Property Line Adjustment Of Lot 4 Of Dickson's Addition Creating New Lot 57 Of Dickson's Addition To The City Of Bentonville, Arkansas; And For Other Purposes.

5. **Rezoning - Alex and Elise Lake Revocable Trust, R-1, Low Density Single Family Residential, to DN-1, Downtown Low Density Residential - 802 SW 2nd St (RZ25-0047)** **Ordinance\***

**The Planning Commission voted 7-0, recommending approval.**

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

6. **Rezoning - Stultz, R-1, Low Density Single Family Residential to DN-1, Downtown Low Density Residential - 612 Northeast 2nd Street (RZ25-0050)** **Ordinance\***

**The Planning Commission voted 7-0, recommending approval.**

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

7. **Rezoning - Grisham, R-1, Low Density Single Family Residential to DE, Downtown Edge - 607 SE C St (RZ25-0049)** **Ordinance\***

**The Planning Commission voted 7-0, recommending approval.**

An Ordinance Changing Real Estate In The City Of Bentonville, Arkansas, From Its Present Zoning Classification Of R-1, Low Density Single Family Residential To DE, Downtown Edge; 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**

<b>Council Meeting Date:</b>		<b>Submitted By:</b>	
<b>Phone:</b>		<b>For Department(s):</b>	
<b>Email:</b>			

**Item Type (Check all that apply)**

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

**Title, Recommendation & Justification**

<b>Title:</b>	
<b>Action Recommendation &amp; Justification:</b>	
<b>Additional Comments for Consideration (Optional):</b>	

<b>Amount for Approval:</b>	\$
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**Budget Impact**

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

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

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

**Fund(s) Impacted**

(check all that apply)

**General Fund**     **Utility Fund**     **Street Fund**     **Other(s):** \_\_\_\_\_

*Budget Impact Notes for Consideration (Optional):*



*City of  
Bentonville*

Combined Committee of the Whole & City Council Meetings are held on the 2nd & 4th Tuesday each month.

**Fall Bentonville Connections**

TBA -??am

to ? pm

TBA

**Other City Events**

Spring Tree Giveaway 4/11

(Location TBD) 8 -10 am

Fall Tree Giveaway - 10/10

(Location TBD) - 8 -10am

Spring Clean the Streets Day

4/11 - 9 am to 12 pm

City Hall Selfie Day ?/??

Community Blood Drive

8/13 - 11am to 6pm

Fire Station #1

Fall Clean the Streets Day

9/19 - 9 am to 12 pm

Special Meeting Dates

1. Ethics Training: (TBD)
2. Act 605 (Water) Training: Date (TBD) 8am to 4:30pm, (Location TBD)
3. Community State of the City: 4/2, Doors open @ 5:30pm, Location (TBD).
4. Spring Developer's Forum: Friday, 4/10, 11am to 1pm Library (Walmart Room)
5. Fall Developer's Forum: Friday, 10/9, 11am to 1pm, Library (Walmart Room)
6. Budget Review Meetings: Monday, 11/9 & Tuesday, 11/10, 6pm, Council Chambers
7. Joint CC/PC Meeting: Friday, 11/13, 11am to 1pm Library (Rotary Room)

# 2026 City Council Dates

January							February							March							April						
Su	Mo	Tue	We	Thu	Fri	Sat	Su	Mo	Tue	We	Thu	Fri	Sat	Sun	Mo	Tue	We	Thu	Fri	Sat	Sun	Mo	Tue	We	Thu	Fri	Sat
			31	1	2	3	1	2	3	4	5	6	7	1	2	3	4	5	6	7				1	2	3	4
4	5	6	7	8	9	10	8	9	10	11	12	13	14	8	9	10	11	12	13	14	5	6	7	8	9	10	11
11	12	13	14	15	16	17	15	16	17	18	19	20	21	15	16	17	18	19	20	21	12	13	14	15	16	17	18
18	19	20	21	22	23	24	22	23	24	25	26	27	28	22	23	24	25	26	27	28	19	20	21	22	23	24	25
25	26	27	28	29	30	31	29	30	31					29	30	31					26	27	28	29	30		

May							June							July							August						
Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mo	Tue	We	Thu	Fri	Sat	Sun	Mo	Tue	We	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2		1	2	3	4	5	6				1	2	3	4							1
3	4	5	6	7	8	9	7	8	9	10	11	12	13	5	6	7	8	9	10	11	2	3	4	5	6	7	8
10	11	12	13	14	15	16	14	15	16	17	18	19	20	12	13	14	15	16	17	18	9	10	11	12	13	14	15
17	18	19	20	21	22	23	21	22	23	24	25	26	27	19	20	21	22	23	24	25	16	17	18	19	20	21	22
24	25	26	27	28	29	30	28	29	30					26	27	28	29	30	31	23	24	25	26	27	28	29	
31														30	31						30	31					

September							October							November							December						
Su	Mon	Tue	We	Thu	Fri	Sat	Sun	Mo	Tue	We	Thu	Fri	Sat	Sun	Mo	Tue	We	Thu	Fri	Sat	Sun	Mo	Tue	We	Thu	Fri	Sat
		1	2	3	4	5					1	2	3	1	2	3	4	5	6	7			1	2	3	4	5
6	7	8	9	10	11	12	4	5	6	7	8	9	10	8	9	10	11	12	13	14	6	7	8	9	10	11	12
13	14	15	16	17	18	19	11	12	13	14	15	16	17	15	16	17	18	19	20	21	13	14	15	16	17	18	19
20	21	22	23	24	25	26	18	19	20	21	22	23	24	22	23	24	25	26	27	28	20	21	22	23	24	25	26
27	28	29	30				25	26	27	28	29	30	31	29	30						27	28	29	30	31		

Agenda Items due by 12:00 p.m.

Combined Committee of the Whole & City Council Meeting

Combined Committee of the Whole & City Council Meeting (Quarterly Financial Update)

Special Dates (See list at top of calendar)

Holiday City Offices Closed



**City of Bentonville, Arkansas Agenda Item Form**

**Item Details**

<b>Council Meeting Date:</b>		<b>Submitted By:</b>	
<b>Phone:</b>		<b>For Department(s):</b>	
<b>Email:</b>			

**Item Type (Check all that apply)**

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

**Title, Recommendation & Justification**

<b>Title:</b>	
<b>Action Recommendation &amp; Justification:</b>	
<b>Additional Comments for Consideration (Optional):</b>	

<b>Amount for Approval:</b>	\$
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**Budget Impact**

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

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

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

**Fund(s) Impacted**

(check all that apply)

**General Fund**     **Utility Fund**     **Street Fund**    **Other(s):** \_\_\_\_\_

*Budget Impact Notes for Consideration (Optional):*

**RESOLUTION NO. 2-13-24 A**

**A RESOLUTION AMENDING RESOLUTION NO. 2-12-19E; AMENDING THE PROCEDURES WITH REGARD TO MEETINGS; AND FOR OTHER PURPOSES**

WHEREAS, the Bentonville City Council approved Resolution No. 2-12-19E Regarding the Establishment of Procedures with Regard to Meetings – 2019; and

WHEREAS, the City Council has determined it would be appropriate to amend and set forth desired procedures with respect to meetings.

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

Sec. 1. Committee of the Whole Meetings is amended as follows:

- A. The Council shall meet as a Committee of the Whole at approximately 6:00 p.m. on six dates dispersed throughout the year, as scheduled by the Mayor after consultation with the council. These meetings shall be to allow the Council to meet and informally discuss matters related to the governing of the City. These meetings may also include opportunities to visit and receive education concerning current or planned city facilities.
- B. The Council may meet from time to time as a Committee of the Whole as called by the Mayor or majority vote of the Council to discuss specific matters related to the governing of the City.
- C. If the Mayor determines that a previously scheduled Committee of the Whole meeting is not necessary, the Mayor should state such to the Council and thereafter, the Council may cancel such meeting by a majority vote of the whole Council.

Sec. 2. Council Meetings is amended as follows:

- A. Council meetings shall begin at approximately 6:00 p.m. on the second and fourth Tuesdays of each month and shall generally have the following agenda:
  1. Council Questions/Discussion concerning the Business Meeting
  2. Call Meeting to Order
  3. Pledge of Allegiance and Moment of Silence
  4. Roll Call
  5. Consideration of the Minutes
  6. Consideration of the City's Business – Public Comment with Agenda Item
  7. Other Business/Announcement/Comments
  8. Adjournment
  9. Public Comments concerning matters of City-related business

## B. Meeting Agenda

1. The Mayor shall place items on the agenda concerning the City's business such as to promote the orderly administration of the City. Items proposed by City Council members may be added to future agendas by a majority vote of the City Council members present at a council meeting. Should such an item be brought forward with a vote to place the item on a future council meeting, the proposing Council member may work with the City Attorney to draft the proposal for a future agenda. Submission of the draft proposal shall comply with standards and procedures utilized by City staff.
2. Material that is to be referenced, cited, or considered at the City Council meeting regarding any Business Item, including presentations, notes or comments of Council members, or otherwise, may be submitted at least five (5) days in advance of the meeting and included in the Meeting Agenda

## C. Public Comments


1. Limited Purpose Public Forum – The Council shall hear public comments only concerning items on that night's agenda prior to adjournment. After the meeting is adjourned, the Council shall hear public comments concerning any item of City-related business, regardless if such item is on that night's agenda. Any interested party is invited to make comments on matters included in that night's agenda prior to adjournment, but the comment period after the meeting is adjourned is limited to residents of the City of Bentonville.
2. The Council shall hear comments for up to thirty minutes during each Council meeting and for up to thirty minutes after each Council meeting. Each speaker shall be limited to a total of three minutes. No speaker shall speak twice on the same subject at a single meeting.
3. Speakers will be courteous in their language and presentation.
4. A person wishing to make a public comment shall sign up in advance providing their name, address, and the subject they plan to address in their comment. The sign-up sheet will be available for approximately twenty minutes before the meeting and an announcement will be made shortly before public comments begin at the beginning of the meeting to remind those wishing to make comments that they need to sign up to do so.
5. Those wishing to comment will be called in the order in which they have signed up.
6. Those making public comments shall do so from the podium.
7. Public comments shall be made to the Council as a whole.
8. Public comments are just that and a speaker's time is not to be used to attempt to ask questions of the Council, the Mayor, or other persons associated with City government.

9. Speakers should not expect an immediate response to their comments and Council members should not ask questions of those making public comments without seeking permission from the Chair.
10. Those wishing to comment concerning an item for which a public hearing will be held during the business portion of the meeting should do so when the public hearing is opened rather than doing so during the public comment period.
11. The City Council, by a majority vote, may modify or suspend the rules set forth in Sec. 2(C) on a meeting-by-meeting basis.

**PASSED AND APPROVED, this 13 day of FEBRUARY, 2024.**

  
Stephanie Orman, Mayor

**ATTEST:**

  
Kirby Rommes, City Clerk





**City of Bentonville, Arkansas Agenda Item Form**

**Item Details**

<b>Council Meeting Date:</b>		<b>Submitted By:</b>	
<b>Phone:</b>		<b>For Department(s):</b>	
<b>Email:</b>			

**Item Type (Check all that apply)**

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

**Title, Recommendation & Justification**

<b>Title:</b>	
<b>Action Recommendation &amp; Justification:</b>	
<b>Additional Comments for Consideration (Optional):</b>	

<b>Amount for Approval:</b>	\$
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**Budget Impact**

**Is this Item Budgeted?**      YES    NO    ITEM HAS NO COST    OTHER: \_\_\_\_\_

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

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

**Fund(s) Impacted**

(check all that apply)

**General Fund**     **Utility Fund**     **Street Fund**    **Other(s):** \_\_\_\_\_

*Budget Impact Notes for Consideration (Optional):*

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The ENGINEER agrees to perform Construction Services associated with the construction of the Sanitary Sewer line replacement project. Our understanding for the project is based on the ENGINEER providing Construction Services consisting of Administration and Observation to assist in the Tiger Street drainage improvements in Bentonville, AR.

In the performance of these services, ENGINEER shall not have authority or responsibility to supervise, direct, or control the CONTRACTOR'S work or the CONTRACTOR'S means, methods, techniques, sequences, or procedures of construction. ENGINEER shall not have authority or responsibility for safety precautions and programs incident to the CONTRACTOR'S work or for any failure of the CONTRACTOR to comply with laws, regulations, rules, ordinances, codes or orders applicable to the CONTRACTOR furnishing and performing the work. Specific services to be performed by ENGINEER are as follows:

### **TASK – CONSTRUCTION OBSERVATION**

ENGINEER shall furnish a part-time Resident Project Representative (RPR), assistants and other field staff to assist the Project Manager in observing performance of the work of CONTRACTOR during the 5 week construction period with the estimated start being Winter of 2025 or 2026.

The basis of this proposal assumes 5 hours per day, 5 days per week for up to 5 weeks or 25 working days. For projects requiring full time observation, full time hours will be billed at an hourly rate, overtime hours will be billed at time and a half.

Specific services to be performed by ENGINEER are as follows:

#### **a. Liaison**

Serve as OWNER's liaison with CONTRACTOR, working principally through CONTRACTOR's superintendent and assist in understanding the intent of the Contract Documents; and assist the ENGINEER in serving as OWNER's liaison with CONTRACTOR when CONTRACTOR's operations affect OWNER's on-site operations.

#### **b. Review of Work, Observations and Tests**

Conduct on-site observations of the Work in progress to assist ENGINEER in determining if the Work is in general proceeding in accordance with the Contract Documents. Report to OWNER whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise OWNER of Work that RPR believes should be corrected, or should be uncovered for observation, or requires special testing, inspection or approval. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel and that CONTRACTOR maintains adequate records thereof; and observe, record and report to ENGINEER appropriate details relative to the test procedures and startups. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to ENGINEER.

**c. Interpretation of Contract Documents**

Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to CONTRACTOR clarifications and interpretations as issued by ENGINEER.

**d. Reports**

Furnish ENGINEER and OWNER periodic reports as required of progress of the Work and of CONTRACTOR's compliance with the progress schedule and schedule of Shop Drawing and sample submittals. Consult with ENGINEER in advance of scheduled major tests, inspections or start of important phases of the Work. Draft proposed Change Orders and Work Directive Changes, obtaining backup material from CONTRACTOR and recommend to ENGINEER Change Orders, Work Directive Changes, and Field Orders. Report to ENGINEER and OWNER upon the occurrence of any accident.

**Tiger Drainage Improvements**  
**Estimate of Fee & Hourly Rate Calculation**  
**Construction Management/Construction Inspection Services**  
**Bentonville, AR**



	Employee Type	Hourly Rate	Estimated Hours	Extension
<b>Pre-Construction Phase</b>				
Pre-Construction Review of Plans, Quantities & Specs	Lead Construction Rep	\$ 135.00	2	\$ 270.00
	Project Manager	\$ 225.00	0	\$ -
Pre-Construction Meeting & Meeting Prep	Lead Construction Rep	\$ 135.00	8	\$ 1,080.00
	Project Manager	\$ 225.00	2	\$ 450.00
Project Documentation Set-up (Field Documentation, Project Files)	Lead Construction Rep	\$ 135.00	0	\$ -
	Project Manager	\$ 225.00	0	\$ -
<b>Phase Totals</b>			<b>12</b>	<b>\$ 1,800.00</b>
<b>Construction Phases</b>				
<b>Assume 5 weeks at 5 hours/day</b>				
Inspection & Documentation, Filing, Coordination, RFI, Daily Inspection/Documentation	Lead Construction Rep	\$ 135.00	125	\$ 16,875.00
				\$ -
Clerical Admin and Bidding Setup	Project Admin	\$ 85.00	30	\$ 2,550.00
Project Management & Bidding Management	Project Manager	\$ 225.00	20	\$ 4,500.00
<b>2020 Phase Totals</b>			<b>175</b>	<b>\$ 23,925.00</b>
<b>Post-Construction Phase</b>				
Final Paperwork, Change Order, Pay Estimate Punch List	Lead Construction Rep	\$ 135.00	10	\$ 1,350.00
	Project Manager	\$ 225.00	0	\$ -
<b>Phase Totals</b>			<b>10</b>	<b>\$ 1,350.00</b>
<b>TOTAL DIRECT LABOR</b>			<b>197</b>	<b>\$ 27,075.00</b>
<b>Expenses</b>				
Trip Charge (per site visit)		\$ 110.00	30	\$ 3,300.00
GPS Charge (per day use)		\$ 45.00	0	\$ -
<b>TOTAL EXPENSES &amp; CONSULTANTS</b>				<b>\$ 3,300.00</b>
<b>ESTIMATED LABOR, &amp; EXPENSES</b>				<b>\$ 30,375.00</b>

## SCOPE OF SERVICES

This exhibit is hereby attached to and made a part of the Letter Agreement for Professional Services dated November 24, 2025, between the CITY of Bentonville, Arkansas (“CITY”) and Olsson, Inc. (“ENGINEER”) providing for professional services. ENGINEER’s Scope of Services for the Agreement is indicated below.

### PROJECT DESCRIPTION AND LOCATION

Project will be located at: N Tiger Blvd, Bentonville, AR

Project Description: N Tiger Blvd Stormwater Improvements Phase 1

The CITY seeks to revise previous stormwater improvement designs completed by ENGINEER for the NW Tiger Boulevard and G Street Drainage Improvement project into two separate phases. The first phase being drainage improvements for the crossing at Tiger Boulevard. The second phase being the remainder of the previously designed NW Tiger Blvd & G Street stormwater improvement project. This Scope of Services is addressing Phase 1 activities only.

Design Criteria: The stormwater improvement projects will be designed according to the CITY design criteria per Stormwater Management and Drainage Manual. In the event that a building or street cannot be adequately protected to meet criteria or it is determined to be not cost-effective to do so, ENGINEER will meet with the CITY to discuss the location and design alternatives available. For those areas not meeting CITY criteria, the CITY will provide a waiver of the criteria requirements.

### SCOPE OF SERVICES

ENGINEER shall provide the following services (Scope of Services) to CITY for the Project:

#### **Phase 100 – Project Management** **\$2,000.00**

Task 101: **Project Management** – The ENGINEER Project Manager (PM) will serve as point of contact, maintain project schedule and budget, and be responsible for coordinating work of the project team and providing regular progress reports with invoices.

The ENGINEER PM will coordinate their design with other CITY departments, outside agencies and/or other consultants that are involved with this project or adjacent projects.

The ENGINEER PM will be responsible for preparing a Project Management Plan, Quality Control Plan, and maintain a web-based document management system utilizing Smartsheet (or other approved software) and will provide access to the CITY. ENGINEER and CITY Project Managers will work together to determine content and file structure.

ENGINEER will create and maintain a decision log matrix to track and document Significant decisions and how they were reached.

**Phase 200 – Project Meetings**

**\$1,200.00**

- Task 201: **Kick-Off Meeting** – Once notice to proceed has been received, the ENGINEER Schedule and attend a kick-off meeting with CITY staff and utilities. The CITY's Project Manager will supply a list of invitees, and the ENGINEER shall be responsible for notification to attendees.
- Task 202: **Review Meetings** – ENGINEER will schedule and attend review meetings to receive the CITY's review comments from 30%, 60%, and 90% submittals. (3 Meetings).
- Task 203: **Monthly Progress Meetings** – ENGINEER will provide monthly progress updates to the client to review progress, and to discuss any questions or issues that arise during the design. Progress updates may be by telephone or email or in-person meetings. Six (6) virtual meetings are included in this scope.
- Task 204: **Additional Meetings** – ENGINEER will attend and present at additional meetings Follows:
- Pre-Application Meeting – The ENGINEER will attend with the CITY a pre-application meeting.
  - CITY Council Meeting – The ENGINEER will attend with CITY staff a CITY Council meeting during the Final Design Phase of the project.

**Phase 300 – Public Engagement- NOT INCLUDED IN THIS SCOPE**

**Phase 400 – Utility Coordination**

**\$1,100.00**

- Task 401: **Utility Review Meeting/Coordination (1 meeting)** – ENGINEER shall distribute the plans to public and private utility companies for verification of ownership, type, size, and location of their facilities. Time will be included for coordination via the phone and one (1) utility coordination meeting.
- Plans will be submitted to the utility companies at 30% to verify the location of their existing facilities as shown on the plans.
  - Plans will be submitted to the utility companies at 60% to allow them to identify potential conflicts with the proposed design and to begin planning for any required relocations or adjustments. A utility coordination meeting will be conducted as part of the 60% review.
  - Plans will be submitted to the utility companies at 90% to finalize coordination of any required relocations and adjustments.
  - Additional coordination via telephone with individual utility companies will be provided, as necessary.
  - Potholing to verify location at key utility crossings may be required. For this project we have included potholing at 3 locations.

**Phase 500 – Survey Services - NOT INCLUDED IN THIS SCOPE**

**Phase 600 – Geotechnical Exploration - NOT INCLUDED IN THIS SCOPE**

**Phase 700 – Environmental Documentation - NOT INCLUDED IN THIS SCOPE**

**Phase 800 – Traffic Studies - NOT INCLUDED IN THIS SCOPE**

**Phase 900 – Alternative Analysis - NOT INCLUDED IN THIS SCOPE**

**Phase 1000 – Concept Design (30% plans)**

**\$2,150.00**

- Task 1001: **Hydrologic and Hydraulic Modeling** – ENGINEER will utilize previously developed hydrologic and hydraulic modeling to analyze only the proposed NW Tiger Boulevard crossing. ENGINEER will perform modeling updates for the 2-year, 5-year, 10-year, 25-year, 50-year, and 100-year return frequencies.

Proposed conditions analysis will seek to minimize conflict with existing utilities while maintaining general consistency with overall design, when possible. It is anticipated that one concept will be presented for discussion to the CITY.

**Phase 1100 – Preliminary and Right-of-Way Design (60% plans) \$6,530.00**

Task 1101: **Preliminary Plans** – This task will be to take the approved concept alternative to 60% complete. The preliminary plans with this project will include detailed storm system profiles, channel grading, and other special grading or considerations that could affect right-of-way or easements. The plans will include location of proposed right-of-way and easements and will be used for utility coordination. The preliminary plans will include:

- Title Sheet
- General Notes Sheet
- Survey Control and Alignment Sheet
- Typical Sections
- Special Grading Plans (if required)
- Drainage Area map
- Storm Sewer System Plan and Profiles
- Landscaping Preliminary Plans if needed

Task 1102: **Structural Design** – Utilize previous design for a single cell concrete culvert under NW Tiger Boulevard. No further structural design is proposed for this Scope of Work.

Task 1103: **Construction Phasing and Traffic Control** – ENGINEER will develop a construction phasing plan to ensure general constructability and provide MUTCD typical applications for guidance. The Contractor will be expected to provide detailed traffic control plan if required by the CITY.

Task 1104: **Hydrologic and Hydraulic Modeling** – ENGINEER will incorporate feedback from client during 30% plans into layout of storm sewer and further refine hydrology and hydraulic models, if required. Engineer will prepare preliminary storm sewer layout sizing, drainage map and profiles for the street storm for inclusion in the 60% plans.

Task 1105: **Design Memorandum** – ENGINEER, as part of the 60% submittal will prepare a design memorandum outlining the design criteria and exhibit for the project and submit for agreement by the CITY’s Project Manager.

Task 1106: **Right-of-Way/Easement Descriptions** – **NOT INCLUDED IN THIS SCOPE**

Task 1107: **Opinion of Probable Cost** – The ENGINEER shall prepare an updated total project opinion of probable cost including engineering, right-of-way, construction, and construction engineering on appropriate forms

**Phase 1200 – Final Design Phase (90 and 100 Percent Plans) \$5,270.00**

Task 1201: **Final Design and Construction Specification Manual** – Continuing with the completed and approved preliminary (60%) construction plans, final construction documents will be developed and submitted to the client for review and comments. After review by CITY, ENGINEER will revise final plans and specifications and submit an electronic set of bid documents.

ENGINEER will submit Specifications and Special Provisions with this submittal. Scope assumes the specification front end documents and construction contract documents are provided by the CITY.

Final design plans will include the following sheets and information:

- Cover Sheet and Location Map

- General notes and summary of quantities
- Survey reference and existing and proposed easement limits. Property line and ownership information
- Typical sections
- Surface drainage design
- Plan and profiles
- Cross sections (if needed)
- Grading plans
- Traffic control plan
- Erosion and sediment control plan
- Details

Task 1202: **Structural Design** – Utilize previous design for a single cell concrete culvert under NW Tiger Boulevard. No further structural design is proposed for this Scope of Work. Task 1203: **Construction Phasing and Traffic Control Plan** – ENGINEER will develop detailed traffic control plans in conformance with MUTCD and ARDOT standard of practice. If the Razorback Greenway is impacted by construction, detour plans will be developed to maintain through bicycle traffic.

Task 1204: **Hydrologic and Hydraulic Modeling** – ENGINEER will update hydrology and hydraulic models with any revisions to 60% plans.

Task 1205: **Permits** – The ENGINEER shall prepare and submit on behalf of the CITY the following permits, agreements, certifications, and forms

- SWPPP – NPDES Permit if required
- Short Term Activity Authorization Permit if required

Task 1206: **Opinion of Probable Cost** – The ENGINEER shall prepare an updated opinion of probable construction cost based on the proposed improvements.

**Phase 1300 – Right-of-Way/Easement Acquisition- \$1,450.00**

Task 1301: **Right of Entry** – Obtain verbal or written right of entry from impacted landowners for various field work associated with the project.

Task 1302: **Ownership Research/Title Research** – ENGINEER shall complete initial research to identify impacted landowners and shall coordinate through a title company to obtain title reports and/or commitments as needed to support survey work and acquisition closings.

Task 1303: **Appraisal** – ENGINEER shall sub-consultant appraisal services through one or more appraisal firms. Independent appraisal reviews by a secondary appraiser are not contemplated in this work.

Task 1304: **Negotiation** – ENGINEER shall make initial offers to impacted landowners based upon the ROW and Easement descriptions, associated exhibits, plans, and appraised values, and negotiate settlements where necessary.

Task 1305: **Agreement preparation and closings** – ENGINEER shall prepare option or purchase agreements and associated deeds based upon the City’s standard forms. ENGINEER shall coordinate closings through a tile company.

Task 1306: **Matrices and Call Logs** - ENGINEER shall update and maintain matrices and call logs to track acquisition progress and make that information available to the City through Smartsheet.

**Phase 1400 – Bidding Phase - \$1,300.00**

Task 1401: **Bidding**

- Advise for and obtain bids for the proposed work
- Assist the City in planning and conducting a pre-bid meeting
- Attend Pre-Bid Meeting

- Answer Requests for Information (RFIs)
- Attend Bid Opening

**TOTAL COST: \$21,000.00**

**DELIVERABLES:**

- Project Management Plan & Quality Management Plan
- Meeting Notes
- Design Memorandum
- Electronic plan submittals for concept, preliminary and final designs
- Opinions of probable construction costs with each submittal
- Contract documents and specifications for the final design submittal
- Construction Reports
- Record Drawings

**ASSUMPTIONS**

- Plans will be completed for one bid package for Phase 1.
- All permit and mitigation fees will be expensed by the CITY.
- Utility relocations are currently unknown. If required, the relocations will be designed by the respective utilities. If CITY owned waterline and sanitary sewer relocation design is needed, a contract amendment for those services will be needed.
- Since ArDOT does not have standard RCB drawings for concrete culverts, it is assumed that ENGINEER can utilize other standard drawings (MoDOT) and designs as a basis for the preparation of the culvert solutions. Construction requirements and technical specifications will be updated on the plans to be compliant with ArDOT standards.
- The Bills of Reinforcing for culvert structures will be prepared by the Contractor for review and approval by the Engineer prior to construction. Reinforcing will be made subsidiary to the structural concrete bid items.
- Manhole, steps, collars, and riser details can utilize APWA or CITY standards.
- Standard curb or area inlets will be utilized. No special details will be required.
- The field check can be completed while mobilized for the other projects. No special trip will be required.
- ROW Acquisition fees are estimated on a per parcel basis.
- ENGINEER shall attend up to two (2) in-person meetings per owner for ROW negotiations/acquisitions.
- Assumes one appraisal for each acquisition.
- Assumes that each acquisition will be staked and will close through a title company.
- No Phase I environmental due diligence for acquisitions
- Assumes that negotiations to acquire property will begin at completion of the 60% design plans.
- Assumes that there are no total acquisitions or relocations.
- ENGINEER is not responsible for the Contractor's means or methods and does not have the obligation or authority to stop Contractor's work. ENGINEER's sole obligation is to report its observation, inspection and test results to CITY as provided herein. The above Scope of Work was prepared without the anticipation of profits on account of any difference between the actual and estimated quantities. If the construction methods utilized by contractors for the project increases the frequency of site visits and construction testing units as listed in the scope of work, this agreement shall be amended to supplement the cost of the out-of-scope services. ENGINEER will notify the CITY if

construction testing frequencies and site visits are subject to increase due to construction methods or design changes prior to the commencement of said out of scope services.

- The estimated hourly fee shown for construction staking is an estimate based on one-time staking of each of the specified elements. The CITY understands that the Contractor may or may not request all the items contained in this estimate. Additionally, there may be items not shown in this estimate that the Contractor may request ENGINEER to stake. Re-staking or additional staking beyond that estimated shall be considered additional services and will be billed hourly.
- Observation is estimated at approximately part-time and assume that that at least two projects are under construction during the same period. Days are estimated at 5-hour days and includes travel time. Field testing is estimated at 2-hours per day including travel time. Time required beyond the estimated days may require a contract amendment. Labor for lab testing is included in the unit price for the test.
- Construction testing, inspection, observation and management does not include relocations for private utilities (gas, communications, etc) and utility relocations prior to the selected contractors notice to proceed.
- Fees are an estimate of the actual work necessary to complete the work and Olsson can shift funds between contract phases and tasks as necessary to complete the work. Fees cannot be shifted to a future phase until the current phase has been submitted and accepted by the CITY.
- Other assumptions identified within the scope of services.

## **EXCLUSIONS**

- Conditional Letter of Map Revision (CLOMR) and LOMR
- Updates to Downtown Stormwater Model
- Concrete Jointing plan
- Pedestrian detour plans
- Detailed Construction Phasing and Traffic Control plans
- Water quality design
- Environmental investigation, assessment, or impact statement
- Renderings, 3D modeling, and visualization
- Retaining wall design
- Bills of Reinforcing of drainage and transition structures
- Design of Seal Courses/Dewatering
- Design of temporary shoring
- Any services not specifically detailed in the scope

Should CITY request work in addition to Scope of Services, Olsson shall invoice CITY for such additional services (Optional Additional Services) at standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without CITY's prior written approval.

Olsson agrees to provide all its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

# NW Tiger Blvd & NW G St Stormwater Improvements - Opinion of Probable Cost



Client Name: Bentonville, Arkansas
Project Name: N Tiger Blvd Stormwater Improvements PH 1
Olsson Project Number: C21-04210

Date	Index
11/24/2025	

#	Item	Unit	Quantity	Unit Cost \$	Cost \$
1	Mobilization	LS	1	\$11,434.33	\$11,434.33
2	Temporary Traffic Control	LS	1	\$7,500.00	\$7,500.00
3	Erosion and Sediment Control	LS	1	\$6,000.00	\$6,000.00
4	Tree Removal, Clearing & Grubbing	LS	1	\$15,000.00	\$15,000.00
5	Demolition	LS	1	\$4,500.00	\$4,500.00
6	Type A Curb & Gutter	LF	64	\$23.79	\$1,522.56
7	Asphaltic Pavement	SY	281	\$60.00	\$16,860.00
8	Sidewalk	SY	33	\$76.22	\$2,515.26
9	Riprap (D50 = 18", 3.0' Thickness)	SY	50	\$70.00	\$3,500.00
10	Off-Site Fill	CY	285	\$25.00	\$7,125.00
11	On-Site Fill	CY	10	\$15.00	\$150.00
12	Unclassified Excavation	CY	10	\$20.00	\$200.00
13	Seeding	AC	0.3	\$15,000.00	\$4,500.00
14	10'X4' Combination Inlet (Neenah R-3295-3V Grate)	EACH	1	\$10,000.00	\$10,000.00
15	10'X6' Combination Inlet (Neenah R-3295-3V Grate)	EACH	1	\$11,000.00	\$11,000.00
16	60" RCP	LF	82	\$385.00	\$31,570.00
17	60" RCP FES with Toewall	EACH	1	\$9,025.75	\$9,025.75
18	Handrail	LF	45	\$95.00	\$4,275.00
19	12" 45 Degree Bend	EACH	4	\$3,000.00	\$12,000.00
20	Cut and Cap Existing Water Main (12")	EACH	2	\$5,713.18	\$11,426.36
21	12" C900/DR14 Waterline	LF	79	\$141.00	\$11,139.00
22	12" Tapping Sleeve and Valve	EACH	2	\$26,958.83	\$53,917.66
23	20" Steel Encasement	LF	16	\$310.00	\$4,960.00
Subtotal					\$240,121
Construction Contingency <u>50.0 %</u>					\$120,060
Opinion of Probable Cost					<u>\$360,181</u>

<b>Other Costs</b>	
RIGHT-OF-WAY	
Proposed R/W	\$0
Proposed Temporary Construction Easement	\$2,650
Proposed Permanent Drainage Easement	\$2,800
Subtotal	\$5,450
<b>TOTAL PROJECT COST</b>	<b>\$365,631</b>

# NW Tiger Blvd & NW G St Stormwater Improvements - Opinion of Probable Cost



Client Name: Bentonville, Arkansas
Project Name: N Tiger Blvd Stormwater Improvements PH 1
Olsson Project Number: C21-04210

Date	Index
11/24/2025	

**Design Status (Check One)**

- Conceptual Design
- Preliminary Design
- Final Design



The Engineer, using his or her professional judgement, has developed this stated Opinion of Probable Construction Cost based upon the design status identified above. Development of this Opinion has included consideration of design input level; however, the circumstances under which the work is expected to be undertaken, the cost and availability of materials, labor and services, probable bidder response and the economic conditions at the time of bid solicitation are beyond the control of the Engineer and will impact actual bid costs. Should bidding be delayed, these costs should be reviewed and, if necessary, adjusted to a more applicable *Engineering News Record* Construction Cost Index.

## Scope of Services

This Scope of Services is hereby attached to and made a part of the Letter Agreement for Professional Services dated 11/28/2025 between The City of Bentonville, Arkansas (“Client”) and Olsson, Inc. (“Olsson”) providing for professional services. Olsson’s Scope of Services for the Agreement is indicated below.

### Project Description and Location

Project Description: N Tiger Blvd Improvements Phase 1- Tiger Only

Project Location: Bentonville, Arkansas

### Scope of Services

This proposal is based on the current project scope for Phase 1, which includes installation of approximately 2-3 drop inlets, storm pipe to cross Tiger Boulevard, sidewalk and curb replacement, and asphalt surface restoration. We understand that the overall project may involve redesigns, scope adjustments, or additional phases. Should the design be modified or additional project information become available, we reserve the right to revise this proposal to align with the updated requirements.

Construction observation and testing services have been requested for utility trench backfill, reinforced concrete, pavement subgrades, and asphaltic concrete pavement. We propose to provide our observation and testing services in the following manner:

**Utility Trench Backfill** – Prior to fill placement, subgrades should be stripped of vegetation, topsoil, and any other deleterious material. Representatives of Olsson will observe the stability and moisture content of the subgrades. The subgrades should be proof rolled with a fully loaded tandem axle dump truck.

Samples of materials proposed for use as structural fill and/or utility trench backfill will be obtained for laboratory testing. Laboratory tests, including standard Proctors and Atterberg limits tests, will be performed to classify and determine physical properties of the proposed fill/backfill materials. Olsson will observe and test structural fill placed within the pavement areas. Olsson will also test backfill placed within segments of the utility trenches.

**Reinforced Concrete** - Field tests, including slump, air entrainment, and temperature, will be performed on samples of concrete obtained from these structures. Cylinders will be cast from the concrete used in the construction of the structures and pavements for compressive strength testing.

**Pavement Subgrades** – Olsson’s field personnel will evaluate pavement subgrades with respect to stability and moisture content prior to construction of the on-grade slabs and/or pavements. Subgrades should be proofrolled with a fully loaded tandem axle dump truck.

The general contractor superintendent should schedule subgrade evaluations within 48-hours of paving or following any significant weather event that could affect the performance of the pavement subgrade. Subgrades should be reobserved if weather conditions change or if construction of the on-grade slab and/or pavements is delayed more than 48-hours after initial observation.

**Asphaltic Concrete Pavements** – Field density tests will be performed in the base and surface courses of asphaltic concrete pavements. To evaluate results of the field density tests, samples of the base and surface mixes delivered to the site will be obtained for laboratory testing.

**Reporting** - Olsson's field professionals will prepare typed field reports summarizing each day's field observations, presenting test results, and detailing items not in compliance with the project drawings and/or specifications. Draft copies of the field reports will be provided daily to the designated field representative if requested.

Field reports will be reviewed by our project engineer and if required summarized in bi-weekly letters transmitted to the Client, Architect, Structural Engineer, General Contractor and Building Official. Olsson is not responsible for the Contractor's means or methods and does not have the obligation or authority to stop Contractor's work. Olsson's responsibility as special inspector is to report our field observations and test results to the Contractor and Client as provided herein.

Following completion of the project, if requested Olsson will prepare a final summary report stating its opinion with regard to whether the portions of the work that were observed, inspected and/or tested were in compliance with the project specifications.

**Safety** – It is the responsibility of the general contractor or their subcontractors to provide safe access to work requiring observation or testing by the special inspector or tester. It is also the responsibility of the general contractor or their subcontractors to provide OSHA compliant barriers or barricades around excavations greater than 6 feet in depth. In instances where barriers or barricades are not provided or work requiring observation or testing must be performed while within the area protected by barriers or barricades, the contractor shall provide and install an anchor point that meets the OSHA standard for fall protection for use by the special inspector or tester. The anchorage point shall be provided near excavations 6 feet or greater in depth where observation or testing is required. The anchorage point cannot be a piece of equipment that can be moved (like a drill rig or piece of earth working equipment). These anchorage points may need to be moved by the contractor when work requiring observation or testing is needed in other locations.

When fall protection is needed for Olsson personnel to perform their work, we will supply our personnel with harnesses and lanyards which can be tied off to contractor-provided anchorage points. If the contractor cannot supply an anchorage point for Olsson personnel, we will work with the general contractor to come up with a solution possibly including Olsson providing our own anchorage, which may cause a delay to obtain the equipment needed and will result in additional charges to Olsson's Client.

**Exclusions** – Observation and testing relating to shop inspection for the fabrication of the structural steel framing members and mechanical inspections of field erected members (plumb or other dimensional characteristics) has not been included in this cost estimate. Often, the Building Official will waive the special inspection requirement for shop inspection of structural steel if the fabrication shop is certified and can provide proof of certification on their signed company letterhead. If it is determined that these items are required for special inspection, we would be willing to review the applicable project plans and specifications to provide an additional estimate to provide these services.

SWPPP inspections are excluded, these will be performed by others.

Olsson is committed to providing quality service to its clients, commensurate with their wants, needs and desired level of risk. If a portion of this proposal does not meet your needs, or if those needs have changed, Olsson stands ready to consider appropriate modifications, subject to the standards of care to which we adhere as professionals. If you have any questions or concerns regarding this scope of work, please contact Kyle Bennett at 417.818.7594 or at [kbennett@olsson.com](mailto:kbennett@olsson.com). We look forward to hearing from and working with you and your firm on this project.

**Scope of Work and Estimated Cost**  
**N Tiger Blvd & Powell Stormwater Improvements**  
**Bentonville, Arkansas**

**Earthwork**

6 Hrs Technician - Sampling/Proofroll @	\$75.00 /hour	\$450.00
6 Hrs Technician - Storm Line Backfill @	\$85.00 /hour	\$510.00
3 Hrs Technician - Pavement Subgrades @	\$85.00 /hour	\$255.00
2 Proctor - Standard @	\$220.00 /each	\$440.00
2 Oversize Particle Correction @	\$125.00 /each	\$250.00
2 Material Passing No. 200 Sieve @	\$85.00 /each	\$170.00
1 Particle Size (Gradation) - Sieve Analysis >3/4"	\$220.00 /each	\$220.00
1 Particle Size (Gradation) - Sieve Analysis <3/4"	\$135.00 /each	\$135.00
1 Atterberg Limits @	\$125.00 /each	\$125.00
3 Standard Field Equipment @	\$25.00 /each	\$75.00
5 Trips @	\$20.00 /trip	\$100.00

**Reinforced Concrete**

6 Hrs Technician - Curb and sidewalk @	\$75.00 /hour	\$450.00
2 Hrs Technician - Cylinder Pickup @	\$75.00 /hour	\$150.00
10 Compression Test - Concrete @	\$25.00 /each	\$250.00
4 Trips @	\$20.00 /trip	\$80.00

**Asphaltic Concrete Pavement**

6 Hrs Technician - Compaction @	\$85.00 /hour	\$510.00
4 Hrs Technician - Coring/Sampling @	\$75.00 /hour	\$300.00
3 Bulk Specific Gravity of Pavement Cores (1pt) Theoretical Maximum Specific Gravity (Rice) (Gmm)	\$70.00 /each	\$210.00
1 @	\$155.00 /each	\$155.00
1 Coring Equipment @	\$300.00 /day	\$300.00
1 Standard Field Equipment @	\$25.00 /each	\$25.00
1 Trips - HMA Sample Transport (to SGF) @	\$110.00 /trip	\$110.00
2 Trips @	\$20.00 /trip	\$40.00

**Subtotal** **\$5,310.00**

**Project Engineering and Administration**

1 Hrs Project Manager/Engineer	\$170.00 /hour	\$170.00
4 Hrs Field Manager @	\$110.00 /hour	\$440.00
1 Hrs Senior Team Leader @	\$225.00 /hour	\$225.00
1 Hrs Project Administration @	\$75.00 /hour	\$75.00

**Total** **\$6,220.00**



# 2026 Field Operations Services Unit Rate Schedule

## Special Inspections and Construction Materials Testing Services

### Testing Services (3-Hour Minimum)

Field Technician .....	Hour	\$75.00
Senior Technician.....	Hour	\$85.00
Steel Technician .....	Hour	\$105.00
Field Manager.....	Hour	\$110.00
Project Manager / Project Engineer .....	Hour	\$170.00
Senior Project Manager / Senior Engineer .....	Hour	\$225.00
Administrative Coordinator.....	Hour	\$75.00
Mileage.....	Mile	\$0.85

## Laboratory Testing Services

### Aggregate Testing

Abrasion - LA Machine .....	Each	\$500.00
Atterberg Limit (Plasticity Index) .....	Each	\$125.00
Bulk Density (Unit Weight) and Voids .....	Each	\$110.00
Deleterious - Clay Lumps and Friable Particles .....	Each	\$190.00
Deleterious - Flat & Elongated Particles .....	Each	\$375.00
Deleterious - Lightweight Particles .....	Each	\$230.00
Deleterious - Organic Impurities .....	Each	\$140.00
Material Finer than No. 200 Sieve .....	Each	\$85.00
Minimum & Maximum Index Density (Vibratory Table) .....	Each	\$260.00
Moisture Content .....	Each	\$21.00
Oversize Particle Correction .....	Each	\$125.00
Particle Size (Gradation) - Sieve Analysis <3/4" .....	Each	\$135.00
Particle Size (Gradation) - Sieve Analysis >3/4" .....	Each	\$220.00
Percent Fractured Particles in Coarse Aggregate .....	Each	\$280.00
Proctor - Modified .....	Each	\$260.00
Proctor - Standard .....	Each	\$220.00
Sand Equivalent of Fine Aggregate .....	Each	\$245.00
Soundness Aggregates (Sodium or Magnesium).....	Each	\$305.00
Specific Gravity of Aggregate Coarse or Fine Aggregate .....	Each	\$200.00
Uncompacted Void Content of Fine Aggregate.....	Each	\$80.00

## Asphalt Testing

Asphalt Binder Content by Ignition.....	Each	\$150.00
Gradation of Extracted Aggregates (Includes Binder by Ignition) .....	Each	\$200.00
Bulk Specific Gravity/ Pavement Cores (1pt) .....	Each	\$70.00
Marshall Density (3pt).....	Each	\$240.00
Marshall Stability and Flow (3pt).....	Each	\$350.00
Percent Air Voids in Compacted Paving Mix.....	Each	\$45.00
Preparation & Density of Superpave Gyrotory Compaction Specimens (2pt).....	Each	\$320.00
Theoretical Maximum Specific Gravity (Rice) (Gmm).....	Each	\$155.00

## Cement, Concrete, & Masonry Testing

Chloride Ion .....	Each	\$200.00
Compressive Strength – Block or Block Prism.....	Each	\$230.00
Compressive Strength - Concrete Cores .....	Each	\$95.00
Compressive Strength - Cube (Grout & Mortar) .....	Each	\$45.00
Compressive Strength - Cylinders .....	Each	\$25.00
Density, Absorption & Voids of Hardened Concrete.....	Each	\$630.00
Flexural Strength of Concrete.....	Each	\$75.00
Length Change of Hardened Hydraulic-Cement Mortar and Concrete .....	Each	\$400.00
Measuring Thickness of Concrete Elements (Drilled Cores) .....	Each	\$70.00
Potential Alkali Silica Reactivity (ASR).....	Each	\$830.00

## Equipment

Core Machine/Sampling .....	Day	\$300.00
Dynamic Cone Penetrometer (DCP) .....	Day	\$200.00
Electrical Resistivity - Field (AEMC Gauge) .....	Day	\$100.00
Floor Flatness Equipment .....	Day	\$300.00
Relative Humidity Probe/Sensor .....	Each	\$80.00
Settlement Monitoring Plate .....	Each	\$300.00
Standard Field Equipment .....	Each	\$25.00
Vapor Emission Test Kit .....	Each	\$60.00

## Soil Testing

Atterberg Limits (Plasticity Index) .....	Each	\$125.00
CBR Laboratory Compacted (3pt) .....	Each	\$630.00
CBR Laboratory Compacted (1pt) .....	Each	\$230.00
Density (Wet/Dry) .....	Each	\$30.00
Direct Shear Test of Soils (Consolidated Drained) (3pt) .....	Each	\$1,600.00
Dispersion - Crumb .....	Each	\$95.00
Dispersion - Pinhole .....	Each	\$190.00
Material Finer than No. 200 Sieve .....	Each	\$85.00
Moisture Content .....	Each	\$21.00
Moisture Content - Microwave .....	Each	\$50.00

One-Dimensional Consolidation Test .....	Each	\$440.00
Organic Content - Soils .....	Each	\$105.00
Oversize Particle Correction .....	Each	\$125.00
Particle Size (Gradation) - Hydrometer .....	Each	\$250.00
Particle Size (Gradation) - Sieve Analysis.....	Each	\$135.00
Permeability - Flexible Wall Permeameter (Intact) .....	Each	\$550.00
Permeability - Flexible Wall Permeameter (Remold).....	Each	\$650.00
Proctor - Modified .....	Each	\$260.00
Proctor - Modified w/Additive .....	Each	\$340.00
Proctor - Standard .....	Each	\$220.00
Proctor - Standard w/Chem Additive .....	Each	\$290.00
Swell or Collapse (One Dimensional) .....	Each	\$315.00
Triaxial Compression – Consolidated Drained (Intact) .....	Each	\$1,730.00
Triaxial Compression – Consolidated Drained (Remold).....	Each	\$1,930.00
Triaxial Compression – Consolidated Undrained (Intact) .....	Each	\$1,575.00
Triaxial Compression – Consolidated Undrained (Remold).....	Each	\$1,775.00
Triaxial Compression – Unconsolidated Undrained .....	Each	\$180.00
Unconfined Compressive Strength - Intact Rock .....	Each	\$125.00
Unconfined Compressive Strength - Soils .....	Each	\$85.00

**Sprayed Fire Resistive Materials (SFRM)**

Adhesion of SFRM to Structural Members (Field).....	Each	\$25.00
Thickness and Density of SFRM to Structural Members .....	Each	\$90.00

**General Terms and Conditions**

1. These Unit Fees are in effect until January 1, 2027. Services and fees not listed above will be quoted upon request.
2. All services charged are portal-to-portal.
3. Services provided on Saturday, Sunday, Holidays, or in excess of 8-hours/day will be charged at 1.5 times the unit fee.
4. Services provided before 6:00 a.m. and after 6:00 p.m. will be charged at 1.5 times the unit fee.
5. Mileage Rate subject to change based on Federal and IRS rate changes.
6. Subcontracted services and expenses will be invoiced at our cost plus 20%
7. Project Manager time will be included for project coordination and report review.
8. Per Diem will be billed at actual cost + 15% unless otherwise specified.



**City of Bentonville, Arkansas Agenda Item Form**

**Item Details**

<b>Council Meeting Date:</b>		<b>Submitted By:</b>	
<b>Phone:</b>		<b>For Department(s):</b>	
<b>Email:</b>			

**Item Type (Check all that apply)**

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

**Title, Recommendation & Justification**

<b>Title:</b>	
<b>Action Recommendation &amp; Justification:</b>	
<b>Additional Comments for Consideration (Optional):</b>	

<b>Amount for Approval:</b>	\$
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**Budget Impact**

**Is this Item Budgeted?**      YES    NO    ITEM HAS NO COST    OTHER: \_\_\_\_\_

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

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

**Fund(s) Impacted**

(check all that apply)

**General Fund**     **Utility Fund**     **Street Fund**    **Other(s):** \_\_\_\_\_

*Budget Impact Notes for Consideration (Optional):*



## City of Bentonville Citizen Board, Commission and Committee Appointments

### **Introduction**

Service on one of the City of Bentonville’s Boards, Commissions or Committees (BCC) is one of the primary ways that citizens can participate in local government and be an influential part of our community. Residents are encouraged to look for opportunities that allow them to share their experience, skills and talents through a meaningful and rewarding experience.

One of City Council’s most important responsibilities is affirming the Mayor’s appointment of residents to serve on BCCs. These groups exercise a number of advisory, administrative and quasi-judicial powers and functions that are essential to the operation of local government. Terms of office and qualifications for office vary, but all BCC members must reside within the corporate limits of the City of Bentonville.

### **Scope**

This document addresses filling seats on all City of Bentonville’s BCCs including new appointments, reappointments, and filling unexpired terms.

BCC members covered by this document include those listed in the table below.

<b>Board</b>	<b>Term Length</b>	<b>Term Limits</b>	<b>Managing City Staff / Organization</b>
Active Transportation Advisory Board	3 years	2 terms	Parks & Recreation Director
Advertising & Promotion Commission	4 years	None	Visit Bentonville
Airport Advisory Board	3 years	2 terms	Airport Manager
Board of Adjustment	5 years	None	Planning Director
Construction Board of Appeals	2 years	2 terms	Fire Chief
Library Advisory Board	5 years	None	Library Director
NWA Conservation Authority Board	6 years	None	Mayor/Water Utilities Director
NWA Regional Authority Board of Directors	6 years	-	Mayor
Parks & Recreation Advisory Board	3 years	2 terms	Parks & Recreation Director
Planning Commission	5 years	2 terms	Planning Director
Public Art Advisory Committee	3 years	2 terms	Community Development Manager
Tree and Landscape Committee	3 years	None	Community Development Manager
Utility Board	3 years	2 terms	Electric Utility Director

## **Purpose**

All BCC appointments should follow the process outlined in this document to ensure:

- 1) consistency and fairness across all appointments,
- 2) that the City of Bentonville's BCCs comprise capable, dependable and effective members,
- 3) that citizens have proper notice and the ability to apply for open seats, and
- 4) that all BCC members operate under the same process.

## **Requirements for Service**

To be eligible to serve on a BCC applicants must:

- 1) be a resident within the corporate limits of the City of Bentonville
- 2) be a registered voter

## **Recruitment and Application Process**

### **General**

- 1) Managing city staff advertises a call for applications at least 60 days in advance of the expiration of a BCC member's term unless a mid-term resignation is submitted with less notice.
- 2) The call for applications will, at a minimum, be widely distributed through the City's news notification system and on the City's website. Additional notices may be shared via social media or in other forums as appropriate.
- 3) The call for applications will provide details about the duties, meeting times, responsibilities, qualifications and the application procedure.
- 4) Deadline for receipt of applications should be two weeks following the initial public notice.
- 5) If a reasonable number of applications is not submitted, additional notice shall be released and additional communication avenues pursued if available.
- 6) All applicants must complete the online application available on the city's website or submit a paper application to the Mayor's Office by the due date set forth in the call for applicants.
- 7) Incumbents wishing to be reappointed must also reapply.

### **Application Submissions**

- a. All submissions received through the online application management software are sent as configured in city's software to staff associated with the selected BCCs.
- b. The Mayor's office is responsible for updating the distribution lists as necessary in partnership with the city's information technology department.
- c. Any paper copies received in the Mayor's office are sent to the appropriate managing staff. All applications must be completed in their entirety.

## **Selection and Appointment Process**

### **Interviews**

- 1) The managing staff is responsible for eliminating any applicants who do not meet minimum criteria set forth in the public notice.

- 2) All other applications will be shared with committee members for consideration and interviews.
- 3) Interview Committee - managing staff selects an interview committee to include:
  - a. one or more department staff members,
  - b. one representative of another department that interacts with or is impacted by BCC decisions
  - c. additional interview committee members may be included at the discretion of managing staff
  - d. in person interviews are required unless there are significant extenuating circumstances.

### **Selection Process**

- 1) Following the interviews, the committee selects applicants for further consideration by the managing staff.
- 2) Next steps conducted by managing staff include:
  - a. internal records check requested by managing staff and conducted by the Bentonville Police Department,
  - b. reference checks,
  - c. discussion of the recommended appointee and at least one alternate with the Mayor prior to informing applicant of his/her selection
  - d. The Mayor will choose an individual to recommend to City Council for appointment or request that the managing staff continue to review candidates
  - e. Managing staff is responsible for submitting the City Council agenda form and informing the applicant of the date that their appointment will be brought forward to City Council, and
  - f. Managing staff should inform applicants not selected for appointment only after the selected candidate has been formally appointed by City Council.

### **Reappointment of Current Members**

Board members who are performing satisfactorily may be reappointed if they would like to continue to serve, unless reappointment would exceed term limits or there are performance issues.

In determining performance, the managing staff and/or Board/Commission/Committee Chair and Mayor's Office should consider:

1. Attendance - members who have been absent for 25% or more of regular meetings should not be considered for reappointment; extenuating circumstances, such as sickness, may be considered
2. Effort - members who have not become knowledgeable about their duties, or who have failed to comply with training and/or continuing education should not be considered for reappointment, and
3. Professionalism - while differences of opinion are anticipated and encouraged, and members must be allowed full voice, members are expected to be civil and observe recognized rules of order and procedures; members who are quarrelsome, disruptive, and/or use their authority inappropriately should not be considered for reappointment.

## **Criteria for Appointment of New Members**

Managing staff, the Mayor, and City Council may consider the following criteria:

1. Service on another board, commission or committee with the City of Bentonville or other government or nonprofit
2. Background - education, experience, business, profession, or occupation which qualifies him/her for serving,
3. Commitment - candidates should indicate a commitment to prepare for and attend meetings and training sessions
4. Potential Conflict of Interest -candidates should be queried during the interview process concerning possible conflicts between the appointment sought and business or other possible areas
  - a. When serving on a BCC members should understand that their role is to represent the interests of the City of Bentonville while bringing their experience to bear.
5. Recommendation by Board or Commission Chair and/or appropriate department head

## **Additional Requirements**

1. All paid Board members must attend the first City Council meeting following appointment to be sworn in and
2. If a BCC member is issued a City of Bentonville email account, all communication related to the BCC business must be conducted through that email account.
3. BCC members are asked to complete a 1-hour ethics training course following appointment, and bi-annually thereafter. The purpose of ethics training is to ensure the integrity of all members that serve on one of Bentonville's BCCs. Ethics training provides a truthful and honorable foundation for members to serve the citizens of Bentonville to the best of their ability. At the beginning of each year, the Mayor's Office will announce training details to all BCC members.

## **Recognition of Outgoing Members**

The Mayor's Office may prepare a recognition in appreciation for an outgoing member's service. Outgoing members will be invited to attend a City Council meeting to be recognized.

## **Filling Unexpired Terms**

In the event of a mid-term resignation, managing staff may consider applications already on file that were submitted within six months of the new appointment date without posting an additional call for applicants.



**City of Bentonville, Arkansas Agenda Item Form**

**Item Details**

<b>Council Meeting Date:</b>		<b>Submitted By:</b>	
<b>Phone:</b>		<b>For Department(s):</b>	
<b>Email:</b>			

**Item Type (Check all that apply)**

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

**Title, Recommendation & Justification**

<b>Title:</b>	
<b>Action Recommendation &amp; Justification:</b>	
<b>Additional Comments for Consideration (Optional):</b>	

<b>Amount for Approval:</b>	\$	
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**Budget Impact**

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

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

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

**Fund(s) Impacted**

(check all that apply)

**General Fund**     **Utility Fund**     **Street Fund**    **Other(s):** \_\_\_\_\_

*Budget Impact Notes for Consideration (Optional):*

# MEMO

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To: City Council Members and City Clerk  
From: Stephanie Orman, Mayor  
CC Date: January 13, 2026  
Re: Appointment of Catherine Bays to the Public Arts Advisory Committee

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Based on staff recommendation, I recommend Catherine Bays for appointment to Position 4 on the Public Art Advisory Committee (PAAC). Her first three-year term begins January 1, 2026, and expires December 31, 2028.

A handwritten signature in blue ink, appearing to be "SO", is positioned to the left of the name Stephanie Orman.

Stephanie Orman, Mayor



**Boards and Commissions Application Form**

Applicant Information

First Name	Catherine
Last Name	Bays
Address	[REDACTED]
City	Bentonville
State	AR
Zip Code	72712
Home / Cell Phone	[REDACTED]
Email Address	[REDACTED]
Length of Bentonville Residency	more than 10 years, with gaps
Employer	Foundation of the American Society of Retina Specialists
Occupation	Executive Director
Business Phone	[REDACTED]

(Section Break)

References  
*Please provide 2 references*

Name	Brian Lang
Email Address	[REDACTED]
Address	Former Curator at AMFA
City	Little Rock
State	AR
Zip Code	72205

Phone Number	[REDACTED]
Name	Sue Spear
Email Address	[REDACTED]
Address	[REDACTED]
City	Bentonville
State	AR
Zip Code	72712
Phone Number	[REDACTED]
Fax Number	<i>Field not completed.</i>

(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 believe my background and professional experience make me well-qualified to serve on the Public Art Advisory Committee. My career began in the performing arts as a classical ballet dancer, which led to founding and directing the Classical Ballet Academy, a nonprofit arts organization in Bentonville, from 1998 to 2011. I hold certifications in four classical ballet teaching syllabi, including American Ballet Theatre's curriculum.

Visual art and music have always played a central role in both my training and teaching. This foundation expanded through my work in development roles with major arts institutions such as Crystal Bridges Museum of American Art and the Arkansas Museum of Fine Arts (AMFA). At AMFA, I collaborated closely with donors, connecting them with curators, gallerists, and private art opportunities.

In 2015, I was appointed by Governor Asa Hutchinson to serve

two terms on the Arkansas Arts Council. There, I participated in strategic planning initiatives for the Council and supported programs like Main Street Arkansas and other Arkansas Heritage initiatives, all of which emphasized the economic and cultural impact of the arts. I also served on the Governor's Arts Awards committee, which deepened my appreciation for the creative work being done across the state.

Additionally, I have been listed on the Arkansas Artist Roster (Arts in Education) since 1999, which has allowed me to intersect with other artists and collaborate with schools and organizations statewide, further grounding my commitment to arts education and community engagement.

---

2. Why would you like to be considered for appointment to this commission or board?

After living in Bentonville for more than a decade and recently returning to the area, I am eager to re-engage with the community at a meaningful level. I believe that public art plays a vital role in every city—it fosters accessibility, encourages creativity, and serves as a powerful connector across generations, backgrounds, and experiences.

My lifelong passion for the arts, particularly visual art and music, began early through exposure to artists, galleries, and live performances—experiences that continue to inspire me today. I find personal reflection and renewal through art, and I believe Bentonville is uniquely positioned to continue to provide those same opportunities to its residents and visitors. I would be honored to support and help shape the city's evolving public art landscape.

---

3. What do you hope to be able to contribute?

I hope to contribute a well-rounded perspective that blends my experiences as an artist, educator, arts administrator, and arts advocate. Having enjoyed public art in cities across the country and internationally, I have seen firsthand how it can transform and elevate shared spaces. My past work includes promoting visual arts through studio programming and securing public funding for artists via Arkansas Heritage grants.

In my current role as Executive Director of a private nonprofit (outside the arts sector), I have maintained my commitment to community impact, leadership, and strategic planning. I would bring not only enthusiasm and insight, but also a clear understanding of the financial and logistical needs required to support Bentonville's Strategic Public Art Plan. I am excited by the opportunity to contribute to the creative vitality of our

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community and help foster meaningful public art experiences for all.

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4. Meeting Times                      AGREED

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(Section Break)

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**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.*

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

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(Section Break)

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**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                      Catherine Bays  
Restrictions on  
Appointees

---

Date    6/24/2025

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**City of Bentonville, Arkansas Agenda Item Form**

**Item Details**

<b>Council Meeting Date:</b>		<b>Submitted By:</b>	
<b>Phone:</b>		<b>For Department(s):</b>	
<b>Email:</b>			

**Item Type (Check all that apply)**

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

**Title, Recommendation & Justification**

<b>Title:</b>	
<b>Action Recommendation &amp; Justification:</b>	
<b>Additional Comments for Consideration (Optional):</b>	

<b>Amount for Approval:</b>	\$
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**Budget Impact**

**Is this Item Budgeted?**      YES    NO    ITEM HAS NO COST    OTHER: \_\_\_\_\_

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

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

**Fund(s) Impacted**

(check all that apply)

**General Fund**     **Utility Fund**     **Street Fund**     **Other(s):** \_\_\_\_\_

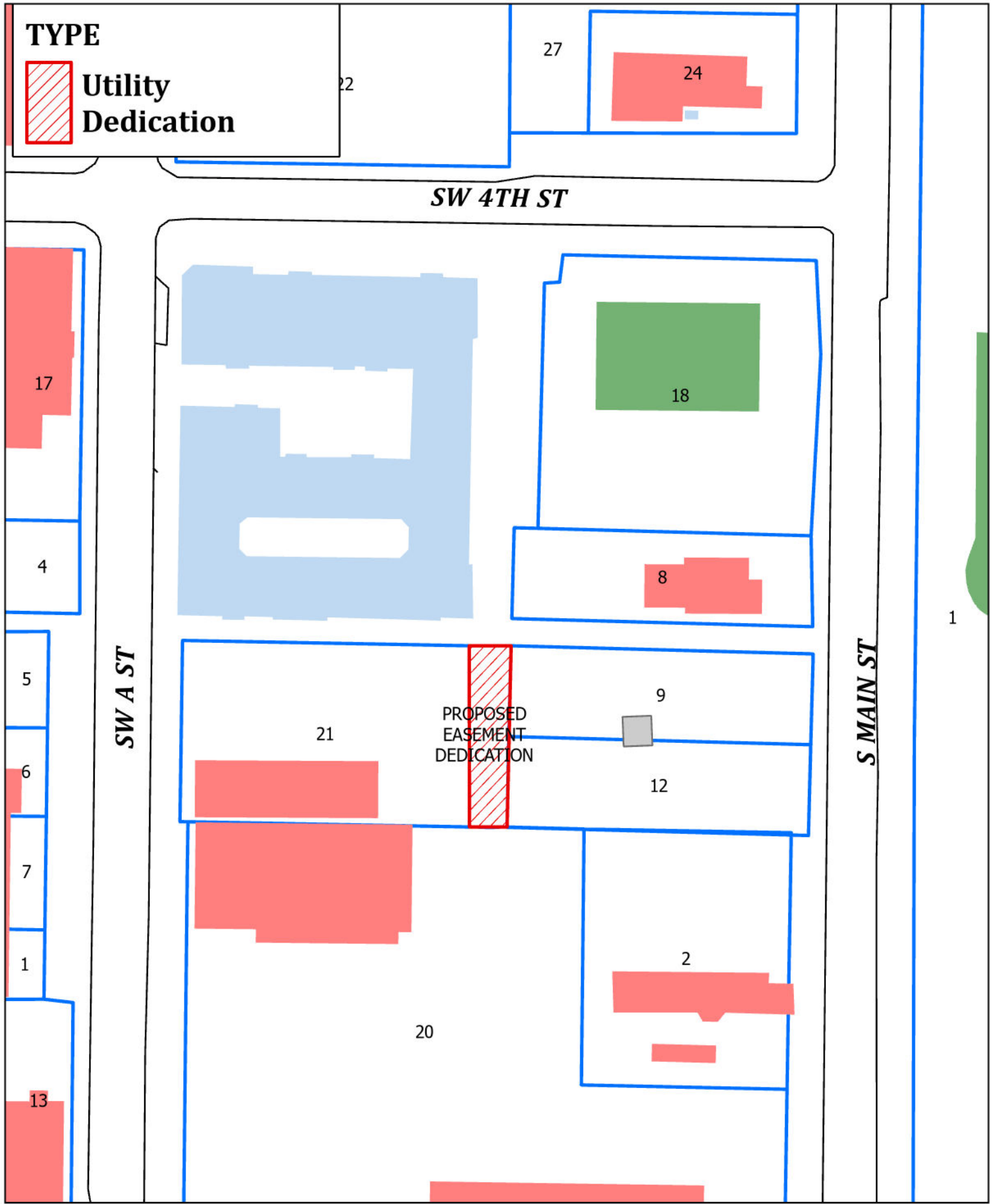
*Budget Impact Notes for Consideration (Optional):*

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**TYPE**



**Utility  
Dedication**



**VAC25-0028**  
**Proposed Alley Vacation**



**ORDINANCE NO \_\_\_\_\_**

**ORDINANCE VACATING RIGHT OF WAY AND ESTABLISHING A UTILITY EASEMENT LOCATED BETWEEN LOTS 10 & 11 AND LOTS 9 & 12 OF BLOCK 1 OF SMARTT'S ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS, BENTON COUNTY ARKANSAS. (VAC25-0028)**

**WHEREAS,** a petition was filed by ROBERTS PROPERTY DEVELOPMENT, LLC, with the City Council of the City of Bentonville, Arkansas, asking the City Council to vacate a Right of way and establish a public utility easement located in the City of Bentonville, Benton County, Arkansas, which portion is more particularly 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,** after due notice as required by law, the Council has at the time and place mentioned the notice, heard all persons desiring to be heard on the question; that all the owners of the property abutting the easement to be vacated have joined in the petition or consented to the granting of the petition; and the public interest and welfare will not be adversely affected by the abandonment of the above described right of way.

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

**Section 1:** The City of Bentonville Arkansas releases, vacates and abandons all of its rights together with the rights of the public generally, in and to right of way subject to the condition that the public utility easement is reserved for the city designated 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

**Section 2:** Concurrently, The City of Bentonville Arkansas establishes a permanent utility easement to lay, construct, remove, relay, enlarge, maintain, inspect, repair and operate all municipally owned and franchised/permitted utilities including but not limited to water and sewer line or lines, manholes, sewer force main, fire hydrants, poles, electric lines and other appurtenances thereto, with right of ingress and egress to and from the same, on over, across and under the following described real estate to-wit:

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

**Section 3:** A copy of this Ordinance, duly certified by the City Clerk, shall be filed in the Office of the Recorder of Benton County, Arkansas and recorded in the deed records of the County.

The above and foregoing ordinance was passed, approved, and adopted the \_\_\_\_\_ day of \_\_\_\_\_, 2026, 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**

<b>Council Meeting Date:</b>		<b>Submitted By:</b>	
<b>Phone:</b>		<b>For Department(s):</b>	
<b>Email:</b>			

**Item Type (Check all that apply)**

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

**Title, Recommendation & Justification**

<b>Title:</b>	
<b>Action Recommendation &amp; Justification:</b>	
<b>Additional Comments for Consideration (Optional):</b>	

<b>Amount for Approval:</b>	\$
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**Budget Impact**

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

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

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

**Fund(s) Impacted**

(check all that apply)

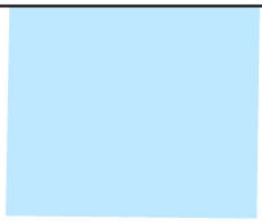
**General Fund**     **Utility Fund**     **Street Fund**     **Other(s):** \_\_\_\_\_

*Budget Impact Notes for Consideration (Optional):*

**TYPE**



**Easement  
Vacation**



**SW 14TH ST**

**SW SUSANA ST**



**PROPOSED UTILITY  
EASEMENT VACATION**



2

**SW AILERON CIR**



**VAC25-0030**

**Proposed Utility Easement Vacation  
1405 SW BRIGHT RD**



**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE VACATING A UTILITY EASEMENT LOCATED AT LOT 2 OF 102 WEST SUBDIVISION OF THE CITY OF BENTONVILLE, ARKANSAS, BENTON COUNTY ARKANSAS (VAC25-0030)**

**WHEREAS**, a petition was filed with the City Council of the City of Bentonville, Arkansas, by G & I Properties, LLC asking the City Council to vacate a utility easement located in the City of Bentonville, Benton County, Arkansas, which portion is more particularly 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**, after due notice as required by law, the Council has at the time and place mentioned the notice, heard all persons desiring to be heard on the question; that all the owners of the property abutting the easement to be vacated have joined in the petition or consented to the granting of the petition; and the public interest and welfare will not be adversely affected by the abandonment of the above described right of way.

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

**Section 1:** The City of Bentonville Arkansas releases, vacates, and abandons all of its rights together with the rights of the public generally, in and to the utility easement designated 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.

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

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

\_\_\_\_\_  
**Malorie Marrs, City Clerk**  
Bentonville, Arkansas

\_\_\_\_\_  
**Stephanie Orman, Mayor**  
City of Bentonville, Arkansas



**City of Bentonville, Arkansas Agenda Item Form**

**Item Details**

<b>Council Meeting Date:</b>		<b>Submitted By:</b>	
<b>Phone:</b>		<b>For Department(s):</b>	
<b>Email:</b>			

**Item Type (Check all that apply)**

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

**Title, Recommendation & Justification**

<b>Title:</b>	
<b>Action Recommendation &amp; Justification:</b>	
<b>Additional Comments for Consideration (Optional):</b>	

<b>Amount for Approval:</b>	\$
-----------------------------	----

**Budget Impact**

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

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

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

**Fund(s) Impacted**

(check all that apply)

**General Fund**     **Utility Fund**     **Street Fund**    **Other(s):** \_\_\_\_\_

*Budget Impact Notes for Consideration (Optional):*

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## 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 Business Solutions, LLC DBA Trinity 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 Business Solutions, LLC DBA Trinity 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 or 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.

<hr/> <b>CITY OF BENTONVILLE</b> <hr/>	<hr/>
CITY	SERVICE PROVIDER
<hr/>	<hr/>
BY	BY
<hr/>	<hr/>
<b>MAYOR</b>	TITLE
TITLE	TITLE
<hr/>	<hr/>
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 Business Solutions, LLC DBA Trinity 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 in 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 Business Solutions, LLC DBA Trinity Billing. Invoices for the previous months collections will be sent at the end of each month. Commissions are to be paid by the 15<sup>th</sup> 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 BUSINESS SOLUTIONS, LLC D/B/A TRINITY 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 Business Solutions, LLC d/b/a Trinity 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 Business Solutions, LLC d/b/a Trinity 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 \_\_\_\_\_, 2026.

**APPROVED:**

\_\_\_\_\_  
**STEPHANIE ORMAN, MAYOR**

**ATTEST:**

\_\_\_\_\_  
**MALORIE MARRS, CITY CLERK**



**Consent Agenda Item**

**For the City Council meeting on January 13, 2026**

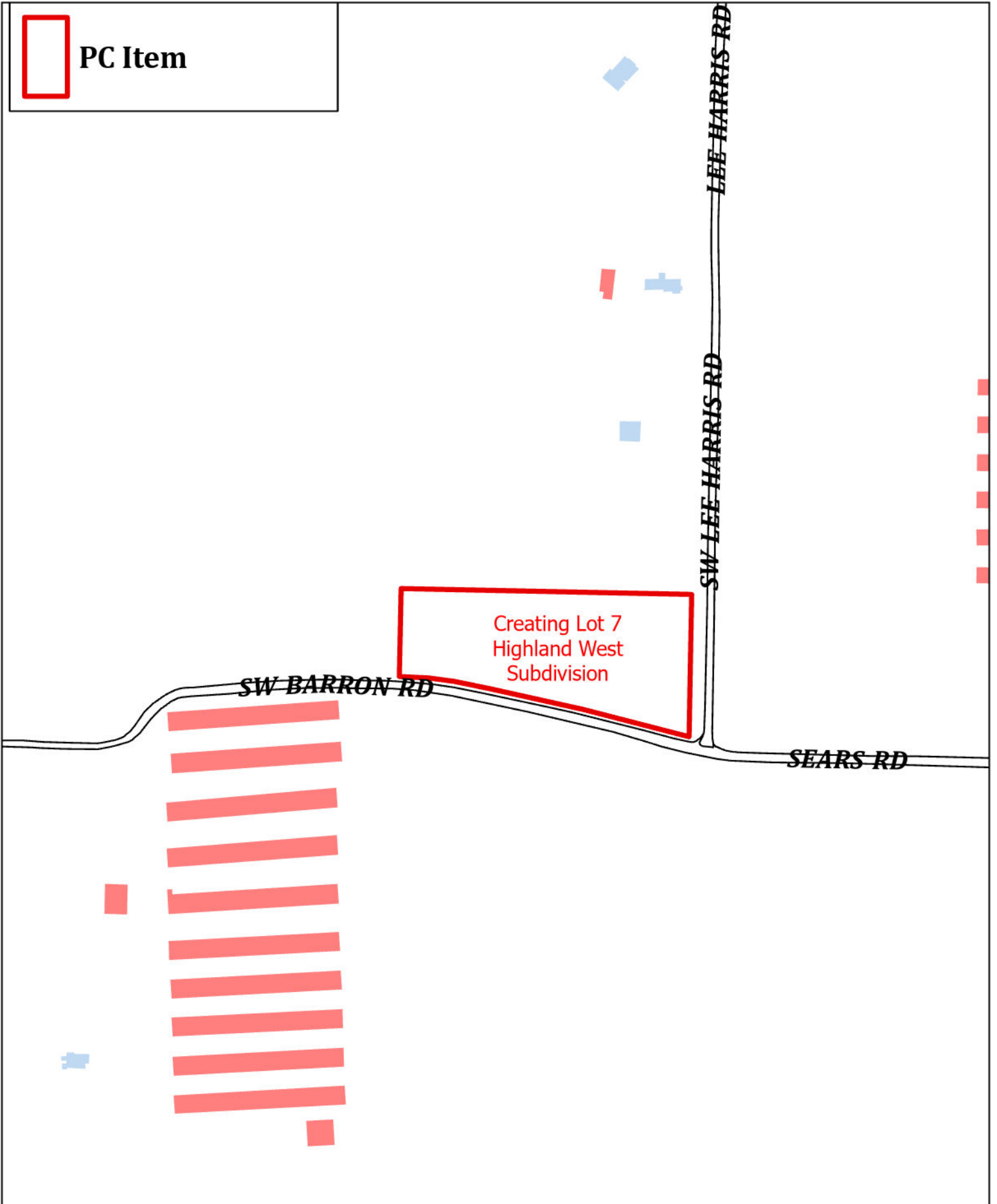
**Details**

**Property Line Adjustment: Lot 7, of Highlands West Addition, Southwest Barron Road Parcel 01-18912-001, R-E, Residential Estate, PLA25-0034**

A property line adjustment of Lots 5 and 6 of Highlands West Addition creating new Lot 7 of Highlands West Addition. There are no dedications, variances, or waivers requested with this plat.



PC Item



Creating Lot 7  
Highland West  
Subdivision

SW BARRON RD

SEARS RD

LEE HARRIS RD  
SW LEE HARRIS RD



**PLA25-0034**  
**Creating Lot 7 Highland West Subdivision**  
**SW Barron Rd and Sears Rd**





ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF LOTS 5 & 6 OF HIGHLANDS WEST ADDITION CREATING NEW LOT 7 OF HIGHLANDS WEST ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS; AND FOR OTHER PURPOSES.**

**(PROJECT NUMBER: PLA25-0034)**

**WHEREAS**, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the property line adjustment of LOTS 5 & 6 OF HIGHLANDS WEST ADDITION creating new LOT 7 OF HIGHLANDS WEST ADDITION to the City of Bentonville, Benton County, Arkansas was submitted to the Bentonville Planning Commission on January 6, 2026;

**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 5 & 6 OF HIGHLANDS WEST ADDITION creating new LOT 7 OF HIGHLANDS WEST 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 \_\_\_\_\_, 2026.**

**APPROVED:**

\_\_\_\_\_  
**Stephanie Orman, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Malorie Marrs, City Clerk**



## Consent Agenda Item

For the City Council meeting on January 13, 2026

### Details

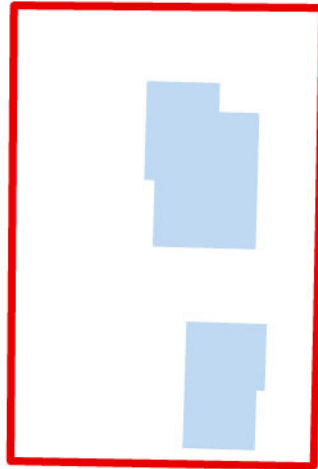
**Property Line Adjustment: Lots 11 & 12 of Fairfield Addition Block 3, Creating Lot 15 of Fairfield Addition Block 3. 802 SE G Street, DE, Downtown Edge, PLA25-0027.**

A Property Line Adjustment of Lots 11 & 12 of Fairfield Addition Block 3, Creating Lot 15 of Fairfield Addition Block 3. The plat is dedicating a 10 foot utility easement along the north property line. There is an existing building on each lot that will be demoed for the LSD. There are no variances or waivers requested with this plat.



**PC Items**

**SE 8TH ST**



**DURHAM LN**

**DURHAM PL**

**SE G ST**



**PLA25-0027**  
**Creating Lot 15 Block 3 Fairfield Addt**  
**802 SE G St**



# Property Line Adjustment of Lots 11 & 12, Block 3, Fairfield Addition, Creating Lot 15 of Block 3, Fairfield Addition Brightbox @ Market LLC

804 SE G ST & 802 SE G ST  
Bentonville, Benton County, Arkansas

**GENERAL NOTES:**

- This survey does not purport to be a proposed tract split or replat, or any other subdivision plat as may be defined by city, county, or state law. The land owner is encouraged to check with the local planning/development authorities for proper platting procedures before proceeding with the development.
- Except as specifically stated or shown on this plat, the survey does not purport to reflect any of the following which may be applicable to the subject real estate: Easements, other than those shown on this plat; building setback lines, restrictive covenants; subdivision restrictions; zoning or other land-use regulations, or any other facts which an accurate and current title search may disclose.
- This plat represents a Lot Combination of Lots 11 & 12 of Fairfield Addition as recorded in Instruments L202264395 & L202531128 in the public records of Benton County, Arkansas.
- Every document of record reviewed and considered as a part of this survey is noted hereon. Only the documents noted hereon were supplied to the surveyor.
- This survey is based on a title commitment/search provided by Old Republic National Title Insurance Company, File #: 25-2726, countersigned by City Title & Closing LLC, Commitment Date: April 04, 2025, Effective Date: April 04, 2025.
- Declaration is made to the original purchaser of the survey and is not transferable to any additional institutions or subsequent owners.
- Basis of Bearings: All bearing and distances shown hereon are grid based on Arkansas State Plane Coordinate System, NAD83, North Zone, as established by a Static observation processed through Trimble RTX.
- This survey is valid only if the drawing includes the seal and signature of the surveyor.
- This survey meets the current Arkansas Standards of Practice for Property Boundary Surveys and Plats.
- Subsurface and environmental conditions were not examined nor considered a part of this survey.
- No attempt has been made as a part of this boundary survey to obtain or shown data concerning existence, size, depth, condition, capacity, or location of any utility or facilities.
- Underground utilities were located by visible above ground markings as marked by utility locators and shown hereon as located by CEI Engineering Associates, Inc. survey field crews. All utility locations shown hereon are approximate. All utilities may not have been marked/located by the appropriate locators. No excavation has taken place as of this date to determine the exact location of existing underground utilities shown on this survey.
- The contractor is advised to contract the 811 One-Call Center before any construction begins, depending on the state there is a possibility of a severe penalty for not making this call. Not all utility companies are members of the One-Call Systems. Therefore the contractor is advised to contract all non-members as well as the One-Call System.
- The contractor must determine that proposed structures are clear of all boundary lines, easements, and meet building setback requirements before construction begins.
- By scaled map location and graphical plotting only. This property is located unshaded Zone "X" which are areas determined to be outside the 0.2% annual chance floodplain determined by the National Flood Insurance Program, Flood Insurance Rate Map for Benton County, Arkansas.  
Map Number: 05007C0255K  
Map Revised: June 5th, 2012
- No attempt was made to show the zoned building setback lines graphically on the survey. The assignment, vacation, or orientation of setbacks that impact the usage rights of the property are determined by the local governing jurisdictional agency. Setback dimensions will be based on the orientation of the building(s) to be constructed as approved.
- Setbacks shall be per the current zoning district as stated in the most recent City of Bentonville Zoning Code. For more info visit <http://bentonvilleplanning.com> or call the Planning Department at 479-271-3122.
- Sidewalks shall be the responsibility of the builder/owner at time of building permit issuance.
- There may not be fences or any other structures built in any drainage easement.
- 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 is to contact New Service coordinator (479-271-3139) to discuss electric service prior to beginning any construction. Failure to contact BEUD prior to construction will result in delays to get electric service.
- All structures must maintain a minimum of 20' clearance from all electric lines.
- BEUD's standard practice is to place underground equipment (transformers, secondary pedestals, junction boxes, etc.) on the lot line of a development. Any adjustments to the property line that results in our equipment not being on the lot line require the developer to pay for the cost of BEUD to relocate the equipment to the lot line.
- It is the responsibility of the developer to pay for any cost associated with moving of equipment. This includes but is not limited to any costs associated with loss of equipment (wire and elbows) and labor and material to move the equipment to the new lot line.
- Relocation of any existing electrical facilities shall be at the owners expense.
- Owner/Developer shall coordinate with all local utilities to insure that each lot has water, sewer and electric service.
- We hereby grant to the City of Bentonville a blanket Avigation easement over the entirety of this Property Line Adjustment pursuant to Municipal Code Section 401.12.
- No residential lot shall be permitted direct access to a collector or arterial street. All residential subdivision development contiguous to a collector or arterial street shall orient frontage to a local street, and back of the project, without access to the said major streets.
- All sidewalks shall be installed by the timeframes set forth in 900.08 of the Street Specifications.
- There may not be fences or any other structures built in any drainage easements.
- There are no waivers, variances, and conditional uses at the time of preparing this plat or plan.



**VICINITY MAP**

NOT TO SCALE  
Latitude: 31°21'49"N  
Longitude: 94°12'04"W

<b>Owner / Owners</b>
Parcel Number # 01-02569-000 BRIGHTBOX LLC 1703 NW Angel Falls Rd Bentonville, Arkansas, 72712
<b>Owner / Owners</b>
Parcel Number # 01-02567-000 WHITEBOX @ MARKET LLC 3 Williamsburg Ln Bedford, New Hampshire, 03110

<b>Engineers/Surveyors:</b>
CEI Engineering Associates, Inc. 2600 NE 11th St, Suite 300 Bentonville, AR 72712 Phone: (479) 273-9472 Fax: (479) 271-0536 Surveyor: Dustin G. Riley



**CERTIFICATE OF OWNERSHIP:**

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

Date of Execution: \_\_\_\_\_ Signed: \_\_\_\_\_

Name & Address: \_\_\_\_\_

Print Name: \_\_\_\_\_

Source of Title: Inst. No. L202264395

Subscribed and sworn before me, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public \_\_\_\_\_ My Commission Expires \_\_\_\_\_

Date of Execution: \_\_\_\_\_ Signed: \_\_\_\_\_

Name & Address: \_\_\_\_\_

Print Name: \_\_\_\_\_

Source of Title: Inst. No. L202531128

Subscribed and sworn before me, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public \_\_\_\_\_ My Commission Expires \_\_\_\_\_

**CERTIFICATE OF APPROVAL**

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

Date of Execution: \_\_\_\_\_

Signed: \_\_\_\_\_  
Bentonville Planning Commission Chairman

Signed: \_\_\_\_\_  
Mayor, City of Bentonville

Signed: \_\_\_\_\_  
City Clerk, City of Bentonville

**CERTIFICATE OF SURVEYING ACCURACY**

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

Date of Execution: \_\_\_\_\_

Signed: \_\_\_\_\_  
Registered Land Surveyor  
No. 1618  
State of Arkansas

City of Bentonville Project # **PLA25-0027**

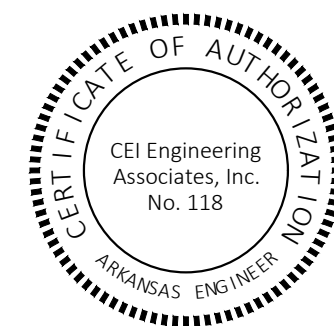
State Survey Code: 500-20N-30W-0-32-340-04-1618



CEI ENGINEERING ASSOCIATES, INC.  
2600 NE 11TH ST, SUITE 300  
BENTONVILLE, AR 72712  
PHONE: (479) 273-9472  
FAX: (479) 273-0844  
CORPORATE TBPLS FIRM #10031500

3030 LBJ FREEWAY, SUITE 920  
DALLAS, TX 75234  
PHONE: (972) 488-3737  
FAX: (972) 488-6732

Property Line Adjustment  
Brightbox @ Market LLC  
804 SE G ST & 802 SE G ST  
Bentonville, Benton County, Arkansas



**Preliminary**  
This document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document

PROFESSIONAL OF RECORD	DGR
DESIGNER	BLF
FIELD WORK	KDM
CEI PROJECT NUMBER	32843
DATE	12/19/2025
REVISION	REV-0

COVER

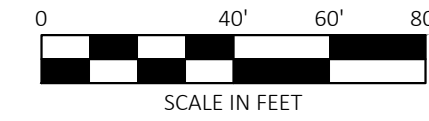
SHEET TITLE

SHEET NUMBER

1 OF 2

DRAWING LOCATION: S:\320001\32843\DRAWINGS\SURVEY\WORKING\32843.LC.DWG -- SAVED BY - BFELEMAN

DRAWING LOCATION - S:\32000\32843\DRAWINGS\SURVEY\WORKING\32843.LC.DWG -- SAVED BY - BFELEMAN



### Legend

- Boundary Line
- Adjoining Boundary Line
- Right-of-Way Line
- Easement Line
- Centerline
- Flow Line
- Lot Line to be Removed per this plat
- OHE Overhead Electric Line
- GAS Gas Line
- W Water Line
- Chainlink Fence Line
- Wood Fence Line
- Found Monument (As Noted)
- Set 5/8" Rebar "LS#1618"
- Gas Meter
- Electric Meter
- Water Meter
- Drainage Manhole (DMH)
- Grate Inlet (GI)
- Sewer Manhole (SMH)
- Guy Wire / Anchor
- Utility Pole
- Electric Riser
- Telephone Riser
- Cable TV Riser
- Traffic Signal Vault
- Air Conditioner Unit
- Water Valve
- Traffic Sign (Type of Sign)
- Traffic Light (Walking)
- Traffic Light (3 Lamps)
- Mail Box

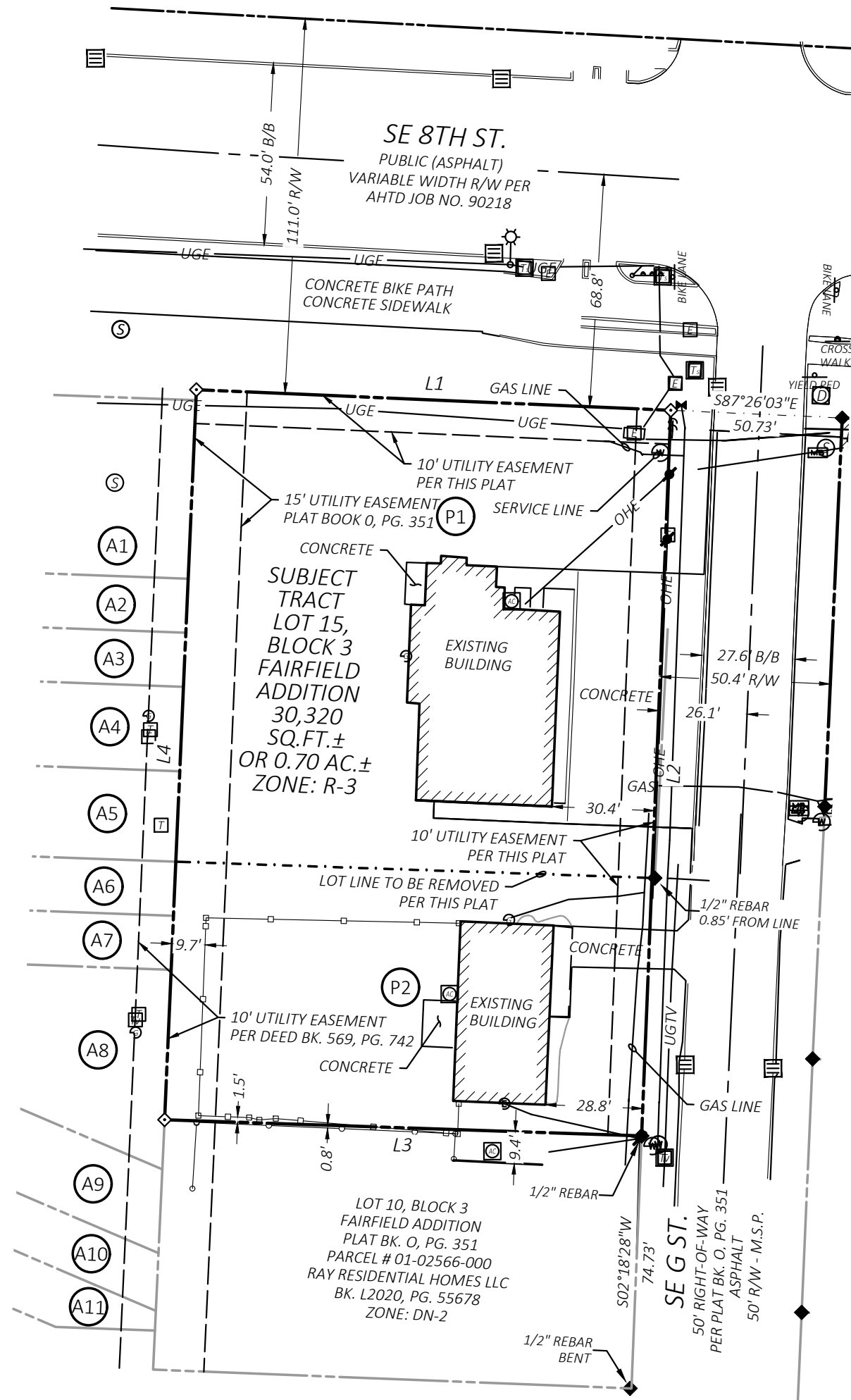
### PARENT TRACTS

<p><b>P1</b></p> <p>PARENT TRACT LOT 12, BLOCK 3 FAIRFIELD ADDITION PLAT BK. O, PG. 351 PARCEL # 01-02569-000 BRIGHTBOX LLC INSTR. # L202264395 ZONE: D-E</p>	<p><b>P2</b></p> <p>PARENT TRACT LOT 11, BLOCK 3 FAIRFIELD ADDITION PLAT BK. O, PG. 351 PARCEL # 01-02567-000 WHITEBOX @ MARKET LLC INSTR. # L202531128 ZONE: D-E</p>
---	---

### Property Line Table

Line #	Direction	Length
L1	S87°30'51"E	140.42'
L2	S02°18'30"W	214.71'
L3	N88°03'27"W	141.13'
L4	N02°29'47"E	216.04'

ADJOINER PROPERTY TRACTS	
<p><b>A1</b></p> <p>LOT 10 DURHAM PLACE SUBDIVISION PARCEL # 01-04877-000 LYKINS LEASING LLC DEED BK. 2014, PG. 41723 ZONE: R-3</p>	<p><b>A6</b></p> <p>LOT 15 DURHAM PLACE SUBDIVISION PARCEL # 01-04882-000 CHOW, CECILIA Z &amp; CHOW, GEORGE QI DEED BK. 2014, PG. 21072 ZONE: R-3</p>
<p><b>A2</b></p> <p>LOT 11 DURHAM PLACE SUBDIVISION PARCEL # 01-04878-000 LYKINS LEASING LLC DEED BK. 2014, PG. 41723 ZONE: R-3</p>	<p><b>A7</b></p> <p>LOT 16 DURHAM PLACE SUBDIVISION PARCEL # 01-04883-000 SERRANO, ERWIN R DEED BK. 2016, PG. 49057 ZONE: R-3</p>
<p><b>A3</b></p> <p>LOT 12 DURHAM PLACE SUBDIVISION PARCEL # 01-04879-000 LYKINS LEASING LLC DEED BK. 2014, PG. 41723 ZONE: R-3</p>	<p><b>A8</b></p> <p>LOT 17 DURHAM PLACE SUBDIVISION PARCEL # 01-04884-000 NIGHTENGALE, JON &amp; DEBBIE DEED BK. 2008, PG. 3138 ZONE: R-3</p>
<p><b>A4</b></p> <p>LOT 13 DURHAM PLACE SUBDIVISION PARCEL # 01-04880-000 LYKINS LEASING LLC DEED BK. 2014, PG. 41723 ZONE: R-3</p>	<p><b>A9</b></p> <p>LOT 18 DURHAM PLACE SUBDIVISION PARCEL # 01-04885-000 QUINONES, DIEGO IVAN &amp; QUINONES, BRIANDA THALIA INSTR. # L202055360 ZONE: R-3</p>
<p><b>A5</b></p> <p>LOT 14 DURHAM PLACE SUBDIVISION PARCEL # 01-04881-000 DUCHAM, JASON DEED BK. 2014, PG. 4741 ZONE: R-3</p>	<p><b>A10</b></p> <p>LOT 19 DURHAM PLACE SUBDIVISION PARCEL # 01-04886-000 WAKEFIELD TRUST, MICHAEL &amp; LISA INSTR. # L201952584 ZONE: R-3</p>
<p><b>A11</b></p> <p>LOT 20 DURHAM PLACE SUBDIVISION PARCEL # 01-04887-000 WAKEFIELD TRUST, MICHAEL &amp; LISA INSTR. # L201952584 ZONE: R-3</p>	



#### DESCRIPTIONS PER DEEDS L202264395, L202531128:

Lot 12, Block 3, Fairfield Addition, Bentonville, Benton County, Arkansas, as shown in Plat Record O at page 351.

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

Lot 11, Block 3, Fairfield Addition to the City of Bentonville, Benton County, Arkansas, as shown in/as Plat Record O, at Page 351 in the office of the Circuit Clerk and Ex-Officio Recorder of Benton County, Arkansas.

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



CEI ENGINEERING ASSOCIATES, INC.  
2600 NE 11TH ST, SUITE 300  
BENTONVILLE, AR 72712  
PHONE: (479) 273-9472  
FAX: (479) 273-0844  
CORPORATE TBPLS FIRM #10031500

3030 LBJ FREEWAY, SUITE 920  
DALLAS, TX 75234  
PHONE: (972) 488-3737  
FAX: (972) 488-6732

Property Line Adjustment  
 Brightbox @ Market LLC  
 804 SE G ST & 802 SE G ST  
 Bentonville, Benton County, Arkansas

**Preliminary**  
 This document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document

PROFESSIONAL OF RECORD	DGR
DESIGNER	BLF
FIELD WORK	KDM
CEI PROJECT NUMBER	32843
DATE	12/19/2025
REVISION	REV-0

LOT COMBO

SHEET TITLE

SHEET NUMBER

City of Bentonville Project # PLA25-0027

State Survey Code: 500-20N-30W-0-32-340-04-1618

2

OF

2

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF LOTS 11 & 12,  
BLOCK 3 OF FAIRFIELD ADDITION CREATING NEW LOT 15, BLOCK 3 OF  
FAIRFIELD ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS; AND FOR  
OTHER PURPOSES.**

**(PROJECT NUMBER: PLA25-0027)**

**WHEREAS**, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the property line adjustment of LOTS 11 & 12, BLOCK 3 OF FAIRFIELD ADDITION creating new LOT 15, BLOCK 3 OF FAIRFIELD ADDITION to the City of Bentonville, Benton County, Arkansas was submitted to the Bentonville Planning Commission on January 6, 2026;

**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 11 & 12, BLOCK 3 OF FAIRFIELD ADDITION creating new LOT 15, BLOCK 3 OF FAIRFIELD ADDITION to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes;

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

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

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

**PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2026.**

**APPROVED:**

\_\_\_\_\_  
**Stephanie Orman, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Malorie Marrs, City Clerk**



**Consent Agenda Item**

**For the City Council meeting on January 13, 2026**

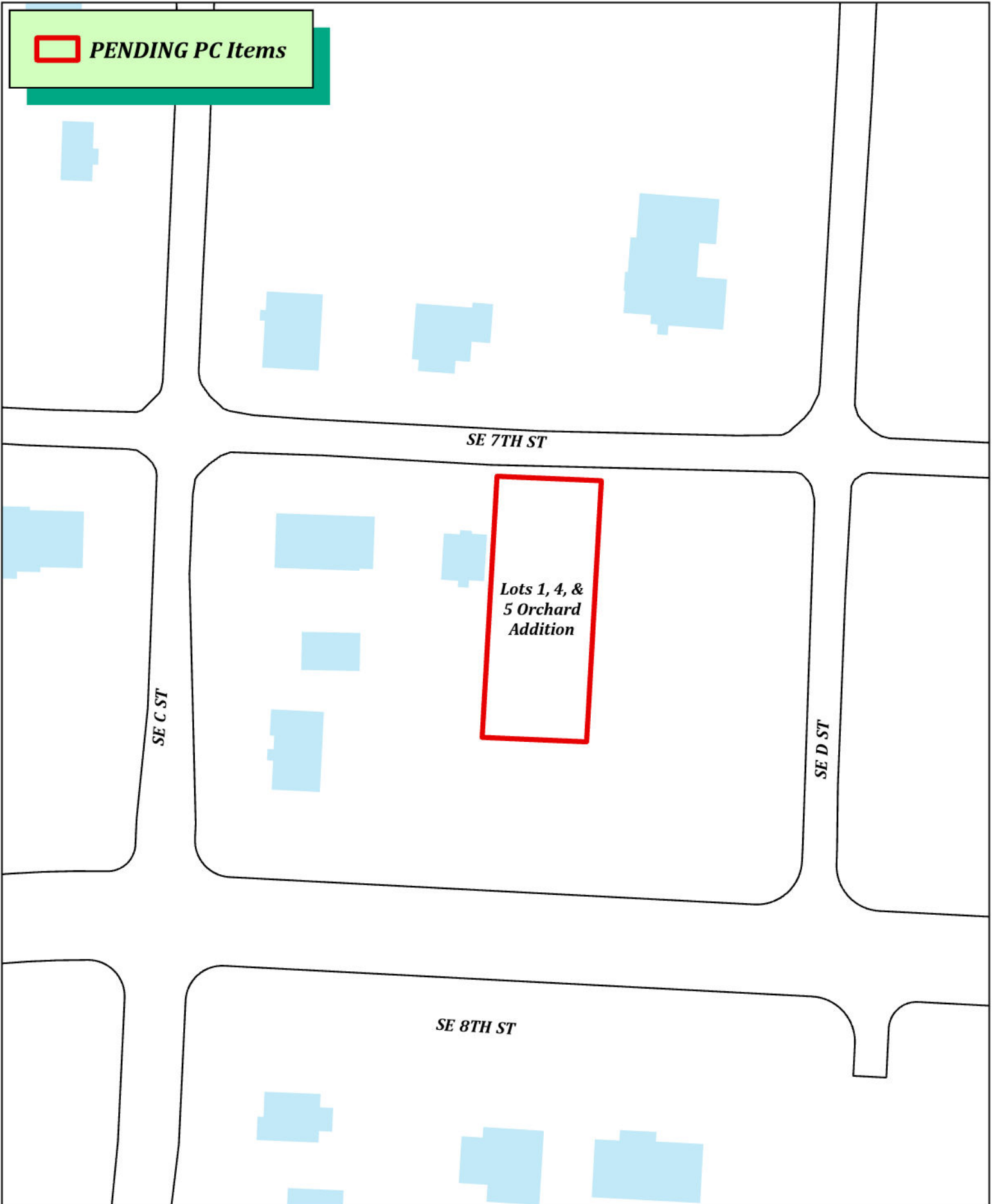
**Details**

**Lot Split: Lots 14 and 15, Block E of Orchard Addition, 422 and 424 Southeast 7th Street, DE, Downtown Edge, LS23-0057**

A lot split of the west 60 feet of existing lots 1, 4 and 5, Block E of Orchard Addition, creating new lots 14 and 15, Block E of Orchard Addition. The plat dedicates .01 acres of right-of way along the north property lines adjacent to SE 7th Street and a 12 foot access easement along the west property line. No variances or waivers are requested with this plat.



**PENDING PC Items**



**LS23-0057**  
**Lots 1, 4, & 5 Orchard Addition**  
**Lot Split**



**Miscellaneous Notes**

COMPLETED FIELD WORK:  
MARCH 1, 2024

REFERENCE DOCUMENTS:  
1. WARRANTY DEED FILED AS INSTRUMENT NO. L202256934.  
2. SUBDIVISION PLAT FILED IN PLAT BOOK A AT PAGE 89.

SOME FEATURES SHOWN ON THIS PLAT MAY BE SHOWN OUT OF SCALE FOR CLARITY

DIMENSIONS ON THIS PLAT ARE EXPRESSED IN FEET AND DECIMAL PARTS THEREOF UNLESS OTHERWISE NOTED. MONUMENTS WERE FOUND AT POINTS WHERE INDICATED.

BY GRAPHIC PLOTTING ONLY, NO PORTION OF THIS PROPERTY IS IN ZONE "A" OR "AE" OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 05007C0255K, WHICH BEARS AN EFFECTIVE DATE OF 06/05/2012 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA.

EXCEPT AS SPECIFICALLY STATED OR SHOWN ON THIS PLAT, THIS SURVEY DOES NOT PURPORT TO REFLECT OF ANY OF THE FOLLOWING WHICH MAY BE APPLICABLE TO THE SUBJECT PROPERTY: EASEMENTS, OTHER THAN POSSIBLE EASEMENTS WHICH WERE VISIBLE AT THE TIME OF SURVEY; RESTRICTIVE COVENANTS; SUBDIVISION RESTRICTIONS OR OTHER LAND USE REGULATIONS; AND ANY OTHER FACTS WHICH AN ACCURATE TITLE SEARCH MAY DISCLOSE.

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

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

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

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

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

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

**CERTIFICATE OF OWNERSHIP.**

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

DATE OF EXECUTION: \_\_\_\_\_

SIGNED: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

SOURCE OF TITLE: D.R. \_\_\_\_\_

PAGE \_\_\_\_\_

**CERTIFICATE OF SURVEYING ACCURACY.**

I, WESLEY LUKER, 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 SURVEYS HAVE BEEN MET.

DATE OF EXECUTION: \_\_\_\_\_

SIGNED: \_\_\_\_\_  
REGISTERED LAND SURVEYOR

NO. \_\_\_\_\_  
STATE OF ARKANSAS

**CERTIFICATE OF APPROVAL.**

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

DATE OF EXECUTION: \_\_\_\_\_

SIGNED: \_\_\_\_\_  
BENTONVILLE PLANNING COMMISSION CHAIRMAN

SIGNED: \_\_\_\_\_  
MAYOR CITY OF BENTONVILLE

SIGNED: \_\_\_\_\_  
CITY CLERK, CITY OF BENTONVILLE

**COVENANT OF EASEMENT (A.E.)**

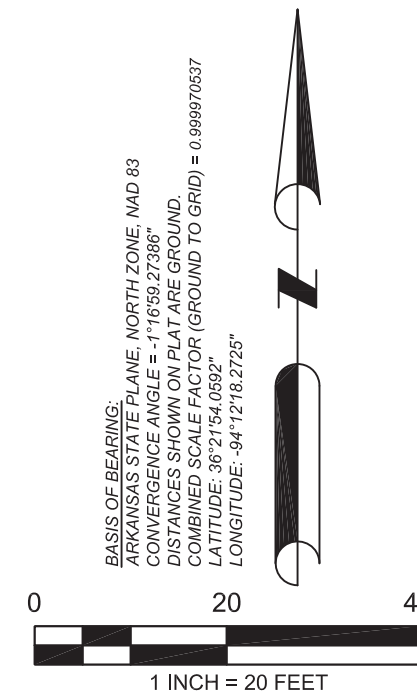
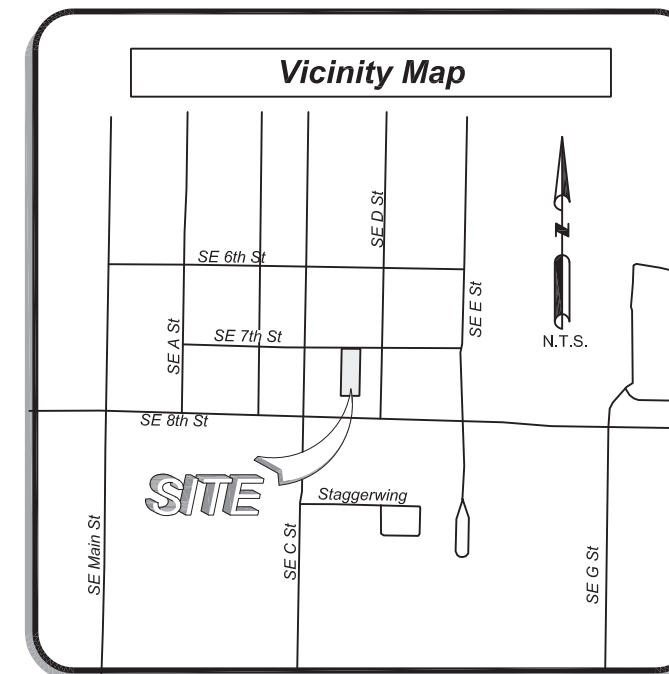
AN EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS A PART OF THE 60 FEET SQUARELY OFF THE WEST END LOTS 1, 4 AND 5 IN BLOCK "E" ORCHARD ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN IN PLAT RECORD A AT PAGE 89, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING AT AN EXISTING 1/2" REBAR FOR THE NORTHWEST CORNER OF SAID LOT 1 AND RUNNING THENCE S03°16'02"W 3.89' TO A SET 1/2" REBAR FOR THE POINT OF BEGINNING, THENCE S87°59'28"E 32.89' TO A SET 1/2" REBAR, THENCE S03°17'23"W 98.51' TO A SET 1/2" REBAR, THENCE S03°14'11"W 146.67' TO AN EXISTING 1/2" REBAR, THENCE N87°32'27"W 30.24' TO A SET 1/2" REBAR, THENCE N03°23'37"E 48.00' TO A SET 1/2" REBAR, THENCE S86°36'23"E 3.00' TO A SET 1/2" REBAR, THENCE N03°17'23"E 98.51' TO THE POINT OF BEGINNING. CONTAINING 0.09 ACRES, MORE OR LESS. SUBJECT TO EASEMENTS AND RIGHTS-OF-WAY OF RECORD, IF ANY.

**RIGHT-OF-WAY DEDICATION**

A PART OF THE 60 FEET SQUARELY OFF THE WEST END LOTS 1, 4 AND 5 IN BLOCK "E" ORCHARD ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN IN PLAT RECORD A AT PAGE 89, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING AT AN EXISTING 1/2" REBAR FOR THE NORTHWEST CORNER OF SAID LOT 1 AND RUNNING THENCE S03°16'02"W 3.89' TO THE POINT OF BEGINNING, THENCE S87°59'28"E 12.00', THENCE S03°16'02"W 86.76', THENCE S86°36'23"E 20.85', THENCE S03°17'23"W 11.24', THENCE N86°36'23"W 3.00', THENCE S03°23'37"W 13.76', THENCE N86°36'23"W 29.82', THENCE N03°16'02"E 114.47' TO THE POINT OF BEGINNING.

# LOT SPLIT

## West 60' of Existing Lot's 1, 4 & 5, Block "E" Creating New Lot's 14 & 15, Block "E" of Orchard Addition



**Owner/Developer**

HUNTER WRIGHT  
DEVELOPMENT GROUP LLC  
PO BOX 1994  
BENTONVILLE AR 72712  
nwright@rbgroup-us.com

**Utility Notes**

THE LOCATION OF UTILITIES SHOWN HEREON ARE FROM OBSERVED EVIDENCE OF ABOVE GROUND APPURTENANCES ONLY. THE SURVEYOR WAS NOT PROVIDED WITH UNDERGROUND PLANS OR SURFACE GROUND MARKINGS TO DETERMINE THE LOCATION OF ANY SUBTERRANEAN USES.

BEFORE DIGGING IN THIS AREA, CALL "ONE CALL" 811 FOR FIELD LOCATIONS (REQUEST FOR GROUND MARKINGS) OF UNDERGROUND UTILITY LINES



**Zoning & Setbacks**

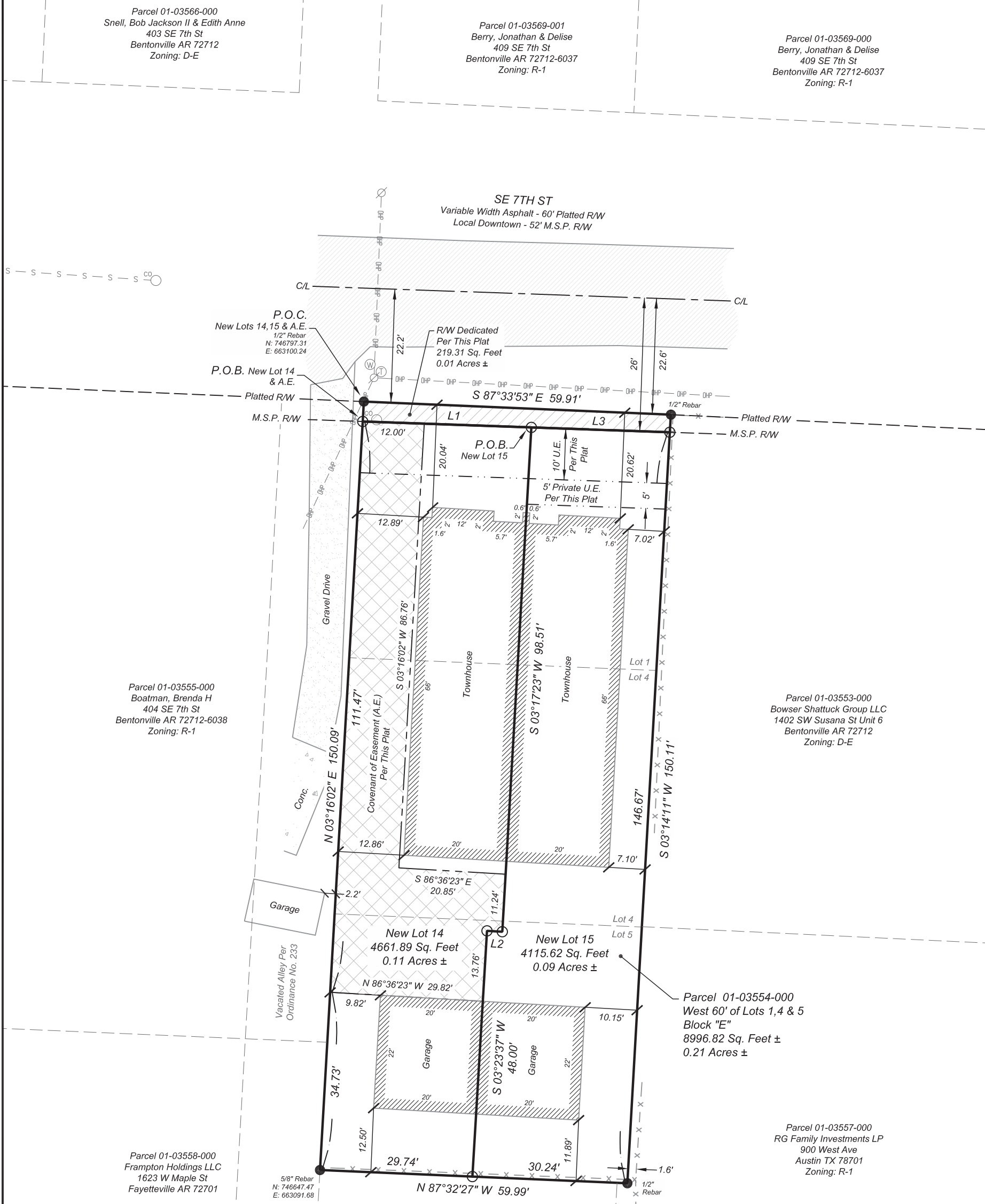
SETBACKS SHALL BE PER THE CURRENT ZONING DISTRICT AS STATED IN THE MOST RECENT CITY OF BENTONVILLE ZONING CODE. FOR MORE INFO VISIT WWW.BENTONVILLEPLANNING.COM OR CALL THE PLANNING DEPARTMENT @ 479-271-3122.

LINE	BEARING	DISTANCE
L1	S 87°59'28"E	32.89'
L2	N 86°36'23"W	3.00'
L3	S 87°59'28"E	27.02'

**Legend of Symbols & Abbreviations**

- BOUNDARY LINE
- - - UTILITY EASEMENT (U.E.)
- - - ACCESS EASEMENT (A.E.)
- - - CENTERLINE OF ROAD (C/L)
- - - RIGHT-OF-WAY (R/W)
- x - x - FENCE
- DP - DP - OVERHEAD POWER LINE
- S - S - SEWER LINE
- FOUND MONUMENT AS NOTED
- SET 1/2" REBAR & CAP
- GAS METER
- WATER METER
- TELEPHONE VAULT
- CLEAN OUT
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- M.S.P. MASTER STREET PLAN
- N.T.S. NOT TO SCALE

DATE	REVISION
12/11/25	PER PLANNING COMMENTS
12/30/25	PER PLANNING COMMENTS

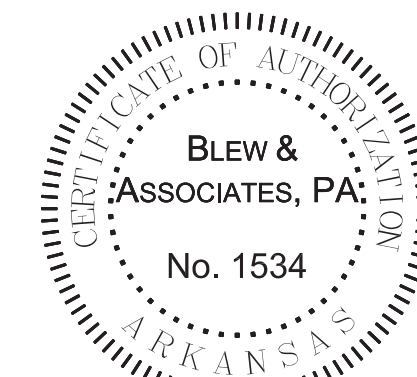


**Survey Description**

**PARENT TRACT**  
60 FEET SQUARELY OFF THE WEST END LOTS 1, 4 AND 5 IN BLOCK "E" ORCHARD ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN IN PLAT RECORD A AT PAGE 89, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT AN EXISTING 1/2" REBAR FOR THE NORTHWEST CORNER OF SAID LOT 1, BLOCK "E", AND RUNNING THENCE S87°33'53"E 59.91' TO AN EXISTING 1/2" REBAR, THENCE S03°14'11"W 150.11' TO AN EXISTING 1/2" REBAR, THENCE N87°32'27"W 59.99' TO AN EXISTING 5/8" REBAR, THENCE N03°16'02"E 150.09' TO THE POINT OF BEGINNING. CONTAINING 0.21 ACRES, MORE OR LESS. SUBJECT TO EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

**NEW LOT 14**  
A PART OF THE 60 FEET SQUARELY OFF THE WEST END LOTS 1, 4 AND 5 IN BLOCK "E" ORCHARD ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN IN PLAT RECORD A AT PAGE 89, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING AT AN EXISTING 1/2" REBAR FOR THE NORTHWEST CORNER OF SAID LOT 1 AND RUNNING THENCE S03°16'02"W 3.89' TO A SET 1/2" REBAR FOR THE POINT OF BEGINNING, THENCE S87°59'28"E 32.89' TO A SET 1/2" REBAR, THENCE S03°17'23"W 98.51' TO A SET 1/2" REBAR, THENCE N86°36'23"W 3.00' TO A SET 1/2" REBAR, THENCE N87°32'27"W 29.74' TO AN EXISTING 5/8" REBAR, THENCE N03°16'02"E 146.20' TO THE POINT OF BEGINNING. CONTAINING 0.11 ACRES, MORE OR LESS. SUBJECT TO EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

**NEW LOT 15**  
A PART OF THE 60 FEET SQUARELY OFF THE WEST END LOTS 1, 4 AND 5 IN BLOCK "E" ORCHARD ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN IN PLAT RECORD A AT PAGE 89, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING AT AN EXISTING 1/2" REBAR FOR THE NORTHWEST CORNER OF SAID LOT 1 AND RUNNING THENCE S03°16'02"W 3.89', THENCE S87°59'28"E 32.89' TO A SET 1/2" REBAR, THENCE S03°14'11"W 146.67' TO AN EXISTING 1/2" REBAR, THENCE N87°32'27"W 30.24' TO A SET 1/2" REBAR, THENCE N03°23'37"E 48.00' TO A SET 1/2" REBAR, THENCE S86°36'23"E 3.00' TO A SET 1/2" REBAR, THENCE N03°17'23"E 98.51' TO THE POINT OF BEGINNING. CONTAINING 0.09 ACRES, MORE OR LESS. SUBJECT TO EASEMENTS AND RIGHTS-OF-WAY OF RECORD, IF ANY.



I HEREBY CERTIFY THIS TO BE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF ON THIS THE XX DAY OF XXXXXXXX, 2024.



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

**BLEW & ASSOCIATES, PA**  
CIVIL ENGINEERS & LAND SURVEYORS  
3825 N. SHILOH DRIVE  
FAYETTEVILLE, ARKANSAS 72703  
OFFICE: 479.443.4506  
FAX: 479.582.1883  
www.BLEWINC.com

Certificate of Authorization No 1534

DRAWN BY & DATE: M.B. 3-19-2024	REVIEWED BY: W.L.	SURVEYED BY: R.S.
COUNTY & STATE: BENTON COUNTY, ARKANSAS	JOB NUMBER: 22-9103.01	
LOCATION: SECTION 32, TOWNSHIP 20 NORTH, RANGE 30 WEST		
FOR THE USE AND BENEFIT OF: RB GROUP, INC		

LS23-0057

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE ACCEPTING A LOT SPLIT OF THE WEST 60 FEET OF EXISTING LOTS 1, 4 AND 5, BLOCK E OF ORCHARD ADDITION CREATING NEW LOTS 14 AND 15, BLOCK E OF ORCHARD ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS; AND FOR OTHER PURPOSES.**

**(PROJECT NUMBER: LS23-0057)**

**WHEREAS**, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the lot split of THE WEST 60 FEET OF EXISTING LOTS 1, 4 AND 5, BLOCK E OF ORCHARD ADDITION creating new LOTS 14 AND 15, BLOCK E OF ORCHARD ADDITION to the City of Bentonville, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on January 6, 2026;

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

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

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

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

Section 1: That the lot split of THE WEST 60 FEET OF EXISTING LOTS 1, 4 AND 5, BLOCK E OF ORCHARD ADDITION creating new LOTS 14 AND 15, BLOCK E OF ORCHARD ADDITION to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes;

Section 2: That the Mayor and City Clerk be and are hereby authorized and directed to evidence the acceptance of said 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 \_\_\_\_\_, 2026.**

**APPROVED:**

\_\_\_\_\_  
**Stephanie Orman, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Malorie Marrs, City Clerk**



**Consent Agenda Item**

**For the City Council meeting on January 13, 2026**

**Details**

**Property Line Adjustment: Lot 57, of Dickson's Addition, 802 Southwest 2nd Street, R-1, Low-Density Single-Family Residential, PLA25-0033**

A property line adjustment of Lot 4 of Dickson's Addition creating new Lot 57 of Dickson's Addition. The plat dedicates .039 acres of right-of way along the eastern and southern property lines adjacent to SW G Street and SW 2nd Street and a 4ft utility easement along SW G St. A right-of-way dedication waiver was requested with this plat for the ROW on SW G Street.



**PC Item**

*NW G ST*

*W CENTRAL AVE*

*SW G ST*



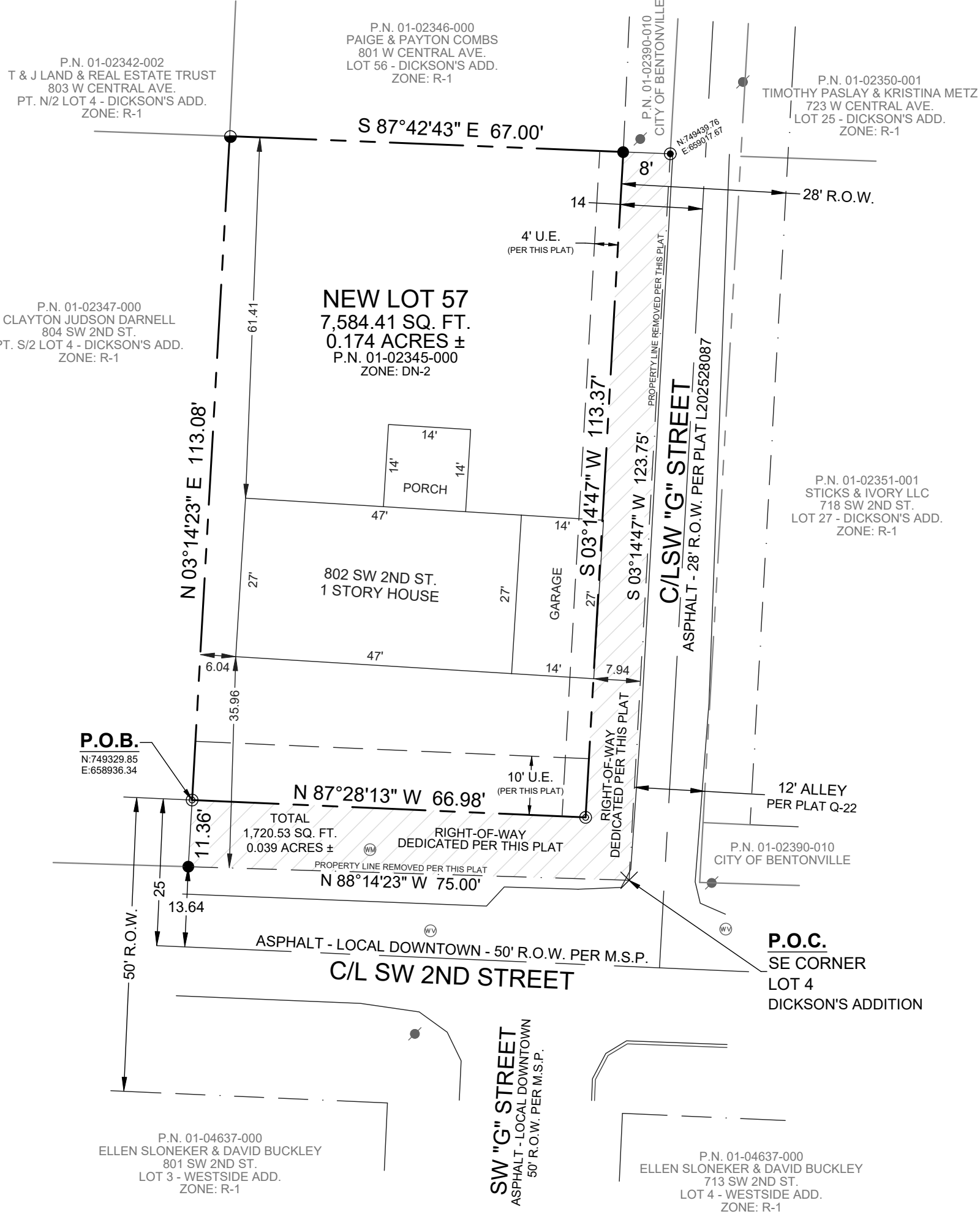
Creating Lot  
57 Dickson  
Addition

*SW 2ND ST*



**PLA25-0033**  
**Creating Lot 57 Dickson Addition**  
**802 SW 2ND ST**





**CERTIFICATE OF SURVEY ACCURACY:**

I, ROBERT J. CASTER HEREBY CERTIFY THAT THIS PLAT CORRECTLY REPRESENTS A BOUNDARY SURVEY MADE BY ME AND BOUNDARY MARKERS AND LOT CORNERS SHOWN HEREON ACTUALLY EXIST AND THEIR LOCATION, TYPE AND MATERIAL ARE CORRECTLY SHOWN AND ALL MINIMUM REQUIREMENTS OF THE ARKANSAS MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS AND PLANS HAVE BEEN MET.

DATE OF EXECUTION \_\_\_\_\_  
 SIGNED: \_\_\_\_\_  
 REGISTERED LAND SURVEYOR  
 NO. 1370  
 STATE OF ARKANSAS

**CERTIFICATE OF OWNERSHIP AND DEDICATION:**

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

DATE OF EXECUTION: \_\_\_\_\_  
 PRINT NAME: \_\_\_\_\_  
 SIGNATURE: \_\_\_\_\_  
 PRINT NAME: \_\_\_\_\_  
 SIGNATURE: \_\_\_\_\_

STATE OF ARKANSAS, COUNTY OF BENTON, SUBSCRIBED AND SWORN BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

NOTARY PUBLIC  
 MY COMMISSION EXPIRES: \_\_\_\_\_

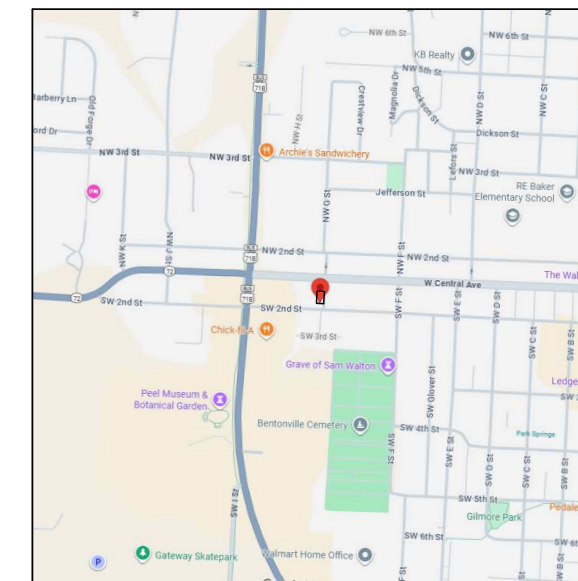
**CERTIFICATE OF APPROVAL:**

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

DATE OF EXECUTION: \_\_\_\_\_  
 SIGNED \_\_\_\_\_  
 PLANNING COMMISSION CHAIRPERSON  
 DATE OF EXECUTION: \_\_\_\_\_  
 SIGNED \_\_\_\_\_  
 MAYOR, CITY OF BENTONVILLE  
 SIGNED \_\_\_\_\_  
 CITY CLERK, CITY OF BENTONVILLE

**NOTES:**

- EXCEPT AS SPECIFICALLY STATED OR SHOWN ON THIS PLAT, THIS SURVEY DOES NOT PURPORT TO REFLECT ANY OF THE FOLLOWING WHICH MAY BE APPLICABLE TO THE SUBJECT REAL ESTATE: EASEMENTS, OTHER THAN POSSIBLE EASEMENTS WHICH WERE VISIBLE AT THE TIME OF MAKING OF THIS SURVEY; BUILDING SETBACK LINES; RESTRICTIVE COVENANTS; SUBDIVISION RESTRICTIONS; ZONING OR OTHER LAND-USE REGULATIONS, AND ANY OTHER FACTS WHICH AN ACCURATE AND CURRENT TITLE COMMITMENT MAY DISCLOSE.
- BASIS OF BEARINGS: ARKANSAS STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NAD 83.
- DECLARATION IS MADE TO ORIGINAL PURCHASER OF THE SURVEY. IT IS NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS.
- THIS SURVEY IS VALID ONLY IF THE DRAWING INCLUDES THE SEAL AND SIGNATURE OF THE SURVEYOR.
- SETBACKS SHALL BE PER THE CURRENT ZONING DISTRICT AS STATED IN THE MOST RECENT CITY OF BENTONVILLE ZONING CODE. FOR MORE INFO VISIT WWW.BENTONVILLEPLANNING.COM OR CALL THE PLANNING DEPARTMENT AT (479) 271-3122.
- EVERY DOCUMENT OF RECORD REVIEWED AND CONSIDERED AS A PART OF THIS SURVEY IS NOTED HEREON. ONLY THE DOCUMENTS NOTED HEREON WERE SUPPLIED THE SURVEYOR. NO ABSTRACT OF TITLE OR TITLE COMMITMENT WERE FURNISHED THE SURVEYOR. THERE MAY EXIST OTHER DOCUMENTS OF RECORD WHICH WOULD AFFECT THIS PARCEL.
- SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP, TITLE EVIDENCE, OR ANY OTHER FACTS WHICH AN ACCURATE AND CURRENT TITLE COMMITMENT MAY DISCLOSE.
- THIS SURVEY DOES NOT PROVIDE SURVEY CONTROL FOR FUTURE CONSTRUCTION.
- ALL STRUCTURES MUST MAINTAIN A MINIMUM OF 20' CLEARANCE FROM ALL ELECTRIC LINES.
- B.E.U.D.'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 B.E.U.D. TO RELOCATE THE EQUIPMENT TO THE LOT LINE. IT IS THE RESPONSIBILITY OF THE DEVELOPER TO COORDINATE WITH THE NEW SERVICE COORDINATOR @ 479-271-3139 TO DETERMINE IF EQUIPMENT IS IN CONFLICT. IT IS THE RESPONSIBILITY OF THE DEVELOPER TO PAY FOR ANY COSTS ASSOCIATED WITH MOVING OF EQUIPMENT. THIS INCLUDES BUT IS NOT LIMITED TO ANY COSTS ASSOCIATED WITH LOSS OF EQUIPMENT (WIRE AND ELBOWS) AND LABOR AND MATERIAL TO MOVE THE EQUIPMENT TO THE NEW LOT LINE.
- NO RESIDENTIAL LOT SHALL BE PERMITTED DIRECT ACCESS TO A COLLECTOR OR ARTERIAL STREET. ALL RESIDENTIAL SUBDIVISION DEVELOPMENT CONTIGUOUS TO A COLLECTOR OR ARTERIAL STREET SHALL ORIENT FRONTAGE TO A LOCAL STREET, AND BACK OF THE PROJECT, WITHOUT ACCESS TO THE SAID MAJOR STREETS.
- BEFORE ANY WORK IN THE RIGHT-OF-WAY COMMENCES, CONTRACTOR AND/OR OWNER IS TO OBTAIN RIGHT-OF-WAY PERMIT FROM THE CITY OF BENTONVILLE TRANSPORTATION DEPARTMENT.
- SIDEWALKS SHALL BE THE RESPONSIBILITY OF THE BUILDER/OWNER AT THE TIME OF BUILDING PERMIT ISSUANCE. ALL SIDEWALKS SHALL BE INSTALLED BY THE TIME FRAMES SET FORTH IN 900.08 OF THE STREET SPECIFICATIONS.
- OWNER/DEVELOPER SHALL COORDINATE WITH ALL LOCAL UTILITIES TO ENSURE THAT EACH LOT HAS WATER, SEWER, AND ELECTRIC SERVICE.
- THERE MAY NOT BE FENCES OR ANY OTHER STRUCTURES BUILT IN ANY DRAINAGE EASEMENTS.
- 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.



VICINITY MAP (N.T.S.)

LEGAL DESCRIPTION - P.N. 01-02345-000;  
 DEED INSTRUMENT #L202033028

THE SOUTH 1/2 OF THE EAST 75 FEET OF LOT 4, DICKSON'S ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT RECORD Q AT PAGE 22.

**SURVEY DESCRIPTION - NEW LOT 57:**

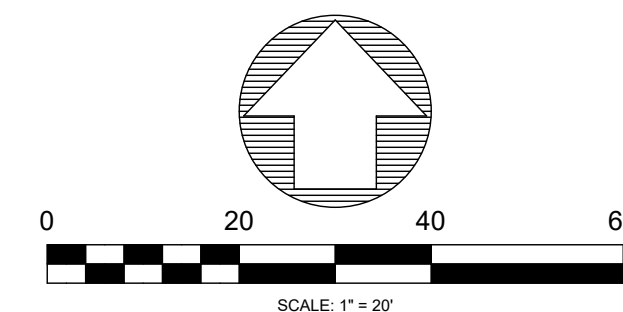
PART OF THE SOUTH 1/2 OF THE EAST 75 FEET OF LOT 4, DICKSON'S ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 4; THENCE N 88°14'23" W ALONG THE SOUTH LINE OF SAID LOT 4 A DISTANCE OF 75.00 FEET; THENCE N 03°14'23" E A DISTANCE OF 11.36 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE NORTH RIGHT-OF-WAY OF SOUTHWEST SECOND STREET; THENCE N 03°14'23" E A DISTANCE OF 113.08 FEET; THENCE S 87°42'43" E A DISTANCE OF 67.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY OF SOUTHWEST "G" STREET; THENCE S 03°14'44" W ALONG SAID WEST RIGHT-OF-WAY A DISTANCE OF 113.37 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY OF SOUTHWEST SECOND STREET; THENCE N 87°28'13" W ALONG SAID NORTH RIGHT-OF-WAY A DISTANCE OF 66.98 FEET TO THE POINT OF BEGINNING, WITH AN AREA OF 7584.41 SQUARE FEET, OR 0.174 ACRES, MORE OR LESS, AND SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF RECORD OR FACT.

**SURVEY DESCRIPTION - R.O.W. DEDICATED PER THIS PLAT:**

PART OF THE SOUTH 1/2 OF THE EAST 75 FEET OF LOT 4, DICKSON'S ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 4; THENCE N 88°14'23" W ALONG THE SOUTH LINE OF SAID LOT 4 A DISTANCE OF 75.00 FEET; THENCE N 03°14'23" E A DISTANCE OF 11.36 FEET TO THE NORTH RIGHT-OF-WAY OF SOUTHWEST SECOND STREET; THENCE S 87°28'13" E ALONG SAID RIGHT-OF-WAY A DISTANCE OF 66.98 FEET TO THE WEST RIGHT-OF-WAY OF SOUTHWEST "G" STREET; THENCE N 03°14'44" E ALONG SAID RIGHT-OF-WAY A DISTANCE OF 113.37 FEET; THENCE S 87°42'43" E A DISTANCE OF 8.00 FEET TO THE EAST LINE OF SAID LOT 4; THENCE S 03°14'47" W ALONG SAID EAST LINE A DISTANCE OF 123.75 FEET TO THE POINT OF BEGINNING, WITH AN AREA OF 1720.53 SQUARE FEET, OR 0.039 ACRES, MORE OR LESS, AND SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF RECORD OR FACT.



CERTIFICATE OF AUTHORIZATION  
 COA CERTIFICATE NUMBER: 3049

CITY OF BENTONVILLE PROJECT #PLA25-0033

**CASTER & ASSOCIATES**  
 LAND SURVEYING, INC.

2715 SE "I" Street, Suite 5  
 Bentonville, AR 72712  
 (479) 268-4464

REGISTERED  
 STATE OF ARKANSAS  
 NO. 1370  
 PROFESSIONAL LAND SURVEYOR

SCALE: 1" = 20'

DATE: 12/18/2025

**PROPERTY LINE ADJUSTMENT  
 OF LOT 4, CREATING NEW LOT 57  
 OF DICKSON'S ADDITION**

**802 SOUTHWEST SECOND STREET  
 BENTONVILLE, BENTON COUNTY, AR.**

JOB #	DRAWN BY:	CHKD BY:	PAGE
25-211-2	ASG	RJC	1 OF 1

**LEGEND**

- FOUND REBAR
- FOUND MAGNAIL
- FOUND NAIL IN POST
- SET REBAR W/ CAP
- CALCULATED POINT
- WATER VALVE
- WATER METER
- UTILITY POLE
- PROPERTY LINE
- RIGHT-OF-WAY
- CENTERLINE

**OWNERSHIP INFORMATION:**  
 ALEX N. & ELISE D. LAKE, CO-TRUSTEES  
 811 NW 20TH ST.  
 BENTONVILLE, AR 72712

**FLOOD CERTIFICATION:**  
 I CERTIFY THAT I HAVE EXAMINED THE OFFICIAL FLOOD INSURANCE HAZARD RATE MAP PANEL NO. 05007C0255K (EFFECTIVE DATE 06/05/2012) AND FOUND THE DESCRIBED PROPERTY HEREON LIES IN ZONE "X", AN AREA HAVING NO SPECIAL FLOOD HAZARDS.

**UTILITY CONTACT INFORMATION:**

- Black Hill Energy:** Josh Knight, 1301 Federal Way, PO Box 2129, Lowell, AR 72745, (479) 721-4543, Joshua.knight@blackhillscorp.com
- AT&T:** Brent Baldwin, 1133 E. Harold St., Fayetteville, AR 72701, (479) 200-9022 or (479) 571-6609, bb6585@att.com
- Cox Communications:** Timothy Goss, 4901 S. 48th Street, Springdale, AR 72762, (479) 651-5583 timothy.goss@cox.com
- Fire Dept.:** City of Bentonville, Justin Scantlin, Fire Chief, 800 SW A Street, Bentonville, AR 72712, (479) 271-5927 or (479) 685-1096
- Street Dept.:** City of Bentonville, Daniel Clardy, 3200 SW Municipal Drive, Bentonville, AR 72712, (479) 271-3130
- Water Dept.:** City of Bentonville, Beau Thompson, 3200 SW Municipal Drive, Bentonville, AR 72712, (479) 271-3140
- Electric Dept.:** City of Bentonville, 3200 SW Municipal Drive, Bentonville, AR 72712, (479) 271-3135 ext. 2
- Wastewater Dept.:** City of Bentonville, Chris Earl, 1901 NE A Street, Bentonville, AR 72712, (479) 271-3161
- Planning Dept.:** City of Bentonville, Tyler Overstreet, 305 SW A Street, Bentonville, AR, (479) 271-3122
- Building and Fire Safety:** City of Bentonville, Todd Pearce, 305 SW A Street, Bentonville, AR, (479) 271-3108
- City Engineer:** City of Bentonville, Jarrod Brightwell, 3200 SW Municipal Drive, Bentonville, AR, (479) 271-5993
- Stormwater:** City of Bentonville, Alison West, 3200 SW Municipal Drive, Bentonville, AR, (479) 271-6719, jwest@bentonvillear.com

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF LOT 4 OF DICKSON’S ADDITION CREATING NEW LOT 57 OF DISCKSON’S ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS; AND FOR OTHER PURPOSES.  
(PROJECT NUMBER: PLA25-0033)**

**WHEREAS**, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the property line adjustment of LOT 4 OF DICKSON’S ADDITION creating new LOT 57 OF DISCKSON’S ADDITION to the City of Bentonville, Benton County, Arkansas was submitted to the Bentonville Planning Commission on January 6, 2026;

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

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

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

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

Section 1: That the property line adjustment of LOT 4 OF DICKSON’S ADDITION creating new LOT 57 OF DISCKSON’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 \_\_\_\_\_, 2026.

**APPROVED:**

\_\_\_\_\_  
**Stephanie Orman, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Malorie Marrs, City Clerk**



**Rezoning - Alex and Elise Lake Revocable Trust, R-1, Low Density Single Family Residential, to DN-1, Downtown Low Density Residential**

802 SW 2nd St

**PC Date:** 1/6/2026

**Staff Report Details**

<b>Project Number</b>	(RZ25-0047)
<b>Applicant / Current Owner</b>	Lake, Alex N & Elise D Co-Trustees
<b>Site Area</b>	0.21 Acres
<b>Current Zoning</b>	R-1 Low Density Single Family Residential
<b>Requested Zoning</b>	DN-1, Downtown Low Density Residential
<b>Current Future Land Use Map Designation</b>	Traditional Neighborhood
<b>Requested Future Land Use Map Designation</b>	N/A
<b>Development Type / Use</b>	Residential
<b>Related projects</b>	PLA25-0033

**Property Description**

**NOTE: Applicant modified the DN-2 request to a DN-1 request at the Planning Commission meeting.**

The subject property is located at 802 SW 2nd Street. The property is presently zoned R-1, Low Density Single Family Residential with a future land use map designation of Traditional Neighborhood. The rezone request was improperly noticed at the 12/2/25 Planning Commission meeting and has been properly renoticed for this meeting.

**Project Details**

**NOTE: Applicant modified the DN-2 request to a DN-1 request at the Planning Commission meeting.**

The applicant has requested a rezoning of the property from R-1, Low Density Single Family Residential to DN-2, Downtown Medium Density Residential. The applicant states the purpose of this request for DN-2 is that DN-2 setbacks would allow for the construction of a home that matches the existing neighborhood character. The applicant states that the current R-1 setbacks will significantly diminish the buildable area for any redevelopment after right-of-way dedications are made according to the Master Street Plan. Surrounding districts include R-1, Low Density Single Family Residential, C-2, General Commercial, R-O,

## Project Details

Residential Office, and DN-1, Downtown Low Density Residential. The applicant makes note of several DN-2 properties that are one to two blocks away on SW F St and SW Glover St. Any shortages in either right of way or needed public improvements are not the subject of this rezone request and would be a condition of any Large Scale Development.

## Relationship to the Community Plan

The Community Plan calls for developments within Traditional Neighborhood to serve as a bridge between denser, more mixed-use Walkable Neighborhoods. The application is consistent with the Community Plan, under an enhanced review. The zoning request supports the goals of the Bentonville Community Plan in having walkable blocks of single family homes, townhomes, and small-scaled apartment buildings that provide diverse housing opportunities while easing the way towards areas of single family homes only. The future land use map has designated the area to the immediate south of the subject property as Walkable Neighborhood.

## Public Comment

Has Staff received Public Comment at the time of this report? : **Yes**

## Analysis / Waivers

**NOTE: Applicant modified the DN-2 request to a DN-1 request at the Planning Commission meeting.**

The applicant states the purpose of this request for DN-2 is that DN-2 setbacks would allow for the construction of a home that matches the existing neighborhood character. The applicant states that the current R-1 setbacks will significantly diminish the buildable area for any redevelopment after right-of-way dedications are made according to the Master Street Plan. Properties surrounding the subject property have designated land use place types of Traditional Neighborhood and Walkable Neighborhood.

### **Enhanced Review Criteria**

The proposed rezone is likely to implement the Traditional Neighborhood place type, which includes single family homes, townhomes and small-scale apartments. The rezone would allow any redevelopment to serve as a bridge between the denser, more mixed-use place type of Walkable Neighborhood to the south and the other Traditional Neighborhood place type properties. While the existing R-1, Low Density Single Family zoning is consistent with the alignment policy, the requested zoning may serve as a transitional development between the Traditional Neighborhood and Walkable Neighborhood place types; however, it does require enhanced review. Furthermore, the property is located one-tenth of a mile from S Walton Blvd, a four-laned arterial road, one block south of W Central Ave, a Downtown Collector, one block east of the Urban Corridor place type, one block north of the Regional Central place type, and a half-mile from Downtown. The location of this parcel allows many trips to be made as a pedestrian to both downtown destinations and the North Walton corridor.

### **Consistency**

The proposed rezone is consistent with the adopted Future Land Use Map under Enhanced Review and consistent with the Community Plan's guiding principle of thoughtful growth. The applicant states that the adjacent properties are currently zoned R-1 with several DN-2 zoned properties just one to two blocks away on SW F St and SW Glover St.

## Analysis / Waivers

### **Impact**

The impact of this rezone on the community, if developed under the proposed DN-2 zone instead of R-1, is smaller setbacks and larger allowable lot coverage. There are Master Street Plan issues on G St. that relate to the former alley being classified as a Downtown Local that may play into any development proposals.

### **Compatibility**

The applicant states that several lots have been redeveloped in the area with either larger homes or multiple units. The potential development with a DN-2 designation increases the buildable space on the lot which would allow for similar housing to be developed.

### **Intensity**

The applicant writes that while the subject property is within the Traditional Neighborhood place type, the requested rezone would be consistent with the vision to be a bridge to the Walkable Neighborhood place type that is located to the immediate south of the subject property.

### **Orderly Transition**

The applicant states that the DN-2 zoning will increase the ability for any future redevelopment to be consistent with other dwellings that have been built or are currently being developed. The applicant further states that larger homes have been built within the same Traditional Neighborhood place type, i.e. 705 W Central, and a duplex at 708 SW 2nd St. This is not an apples-to-apples comparison as 705 W Central is twice the size of the subject lot. The DN-2 request does provide an orderly transition when viewed from the north to the south by acting as a bridge between the Traditional Neighborhood and Walkable Neighborhood place types.

## Conclusion

There are compelling reasons to recommend approval of this application: it is at the intersection of two Downtown Local Streets, and it is at the border of the Traditional Neighborhood Walkable Neighborhood Place Types. The lack of proximate similar DN-2 zoned properties is of concern. Staff supports this request if the Commission believes that this is the first of similar applications in the area. If not, staff recommends a DN-1 zone to allow the rest of the area time to transition to the new Future Land Map. Both zoning districts are consistent with the goals of the community plan, the alignment policy and built environment in the area.

## Additional Details

**Water / Sewer Department Comments:** The approved zoning request is consistent with the adopted land use plan as an enhanced review type under the traditional neighborhood category. The property is located with the Town Branch sanitary sewer basin and there are currently downstream interceptor lines that are at capacity. Increasing the sewer discharge from this site will only be permitted once there is an approved plan in place to resolve the downstream capacity issues. If you have any questions regarding this property and the sewer capacity, please reach out at 479-271-3140 or email me at [Jingle@bentonvillear.com](mailto:Jingle@bentonvillear.com)



PC Item

DN-1

R-1

DN-1

R-1

W CENTRAL AVE

R-0

C-2

R-1

Lake

R-1

SW 2ND ST

C-2

R-1

R-1



RZ25-0047  
Lake R-1 to DN2  
802 SW 2ND ST





Dear Bentonville Planning Commission,

We, Marcus Necessary and Chris DuBose, Realtors with Coldwell Banker Harris McHaney and Faucette, represent Alex and Elise Lake in the sale of their property, 802 SW 2nd St and this proposed rezoning. We are requesting an Enhanced Review in order to rezone from R-1 to DN-2. The DN-2 setbacks would allow for the construction of a home that matches the existing neighborhood character. The current setbacks significantly diminish the buildable area with the current ride of way dedications.

**REZONING REQUEST CRITERIA**

***CONSISTENCY***

The adjacent properties are currently zoned R-1 with several DN-2 zoned properties just one to two blocks away on SW F St. and SW Glover St. Additionally, Per the Future Land Use Plan there are already DN-1 designations within the same area zone for Traditional Neighborhood. Further, in regards to The Alignment Policy the requested DN-2 is consistent with the future land use map for this property and the vision and policies of the community plan, inherently reflected in the future land use map.

***IMPACT***

A DN-2 designation will have minimal impact on the immediate area. It simply allows for more buildable space on the current lot that is consistent with surrounding properties.

***COMPATIBILITY***

Several lots have been redeveloped in the area with either larger homes or multiple units. The potential development with a DN-2 designation increases the buildable space on the lot which would allow for similar housing to be developed.

***INTENSITY & ORDERLY TRANSITION***

With the subject property residing in a traditional neighborhood it is consistent with the vision to be a bridge to the immediate walkable neighborhoods zoned on the south side of SW 2nd and the nearby suburban zoned neighborhoods to the west of North Walton.

**STANDARD REVIEW CRITERIA**

***IMPLEMENTATION AND DEVELOPMENT***

The DN-2 designation for this lot is intended for the implementation and development of consistent types of dwellings within the parameters of the Future Land Use Plan.



***ADEQUATE INFRASTRUCTURE***

Utilities are readily available with water access coming from 2nd St. and sewer access coming from G St.

**ENHANCED REVIEW CRITERIA**

***BOUNDARY ZONING MATCH***

The Future Land Use Map shows the inclusion of properties that have been zoned DN-2 within the Walkable Neighborhood zone that is adjacent to the southern border of the subject property.

***MOBILITY ABSORPTION***

The subject property is less than a quarter mile from Walton Blvd and the greenway, so additional mobility would be absorbed by existing infrastructure.

***ALTERNATIVE TRANSPORTATION***

Alternative transportation is not provided in close proximity to the subject property.

***ADJACENT TO VACANT LAND***

This lot is not adjacent to vacant land and therefore there are no concerns regarding the development of similar character.

***CONSISTENT WITH DEVELOPMENT PATTERN***

The DN-2 designation will increase the ability for development that is consistent with other dwellings that have been built or are currently being developed. Not only have larger homes been built within the same Traditional Neighborhood zone, i.e. 705 W Central but a duplex can be found at 708 SW 2nd as well.

***ADVANCING THE GOALS***

This DN-2 designation will fall within the vision for thoughtful and strategic growth that allows for consistent development with the surrounding and developing area.

Thank you,

Marcus Necessary / Chris DuBose



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-1, DOWNTOWN LOW-DENSITY RESIDENTIAL; AND FOR OTHER  
PURPOSES.  
(PROJECT NUMBER: RZ25-0047)**

**WHEREAS**, Alex N. and Elise D. Lake 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-1, DOWNTOWN LOW-DENSITY RESIDENTIAL to be used in accordance with city zoning laws and state laws, which property is described as follows:

THE SOUTH 1/2 OF THE EAST 75 FEET OF LOT 4, DICKSON'S ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT RECORD Q AT PAGE 22 AND FILED FOR RECORD AT THE BENTON COUNTY 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 January 6, 2026 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-1, DOWNTOWN LOW-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-1, DOWNTOWN LOW-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 \_\_\_\_\_, 2026.

**APPROVED:**

**ATTEST:**

\_\_\_\_\_  
**Stephanie Orman, Mayor**

\_\_\_\_\_  
**Malorie Marrs, City Clerk**



**Rezoning - Stultz, R-1, Low Density Single Family Residential to DN-1, Downtown Low Density Residential**

612 Northeast 2nd Street

**PC Date:** 1/6/2026

**Staff Report Details**

<b>Project Number</b>	(RZ25-0050)
<b>Applicant / Current Owner</b>	Lance Johnson Building (Jeremiah Rowley) / Gabe & Cecelia Stultz
<b>Site Area</b>	+/- <b>[0.17]</b> Acres
<b>Current Zoning</b>	R-1 Low Density Single Family Residential
<b>Requested Zoning</b>	DN-1 Downtown Low Density Residential
<b>Current Future Land Use Map Designation</b>	Traditional Neighborhood
<b>Requested Future Land Use Map Designation</b>	
<b>Development Type / Use</b>	Single Family Residential
<b>Related projects</b>	PLA25-0037 submitted, not yet approved; RES25-0768, denied; RDEMO25-0028

**Property Description**

The subject property is located at 612 Northeast 2nd Street. The property is presently zoned R-1 Low Density Single Family Residential with a land use designation of Traditional Neighborhood. The property has direct access to Northeast 2nd Street to the north and a 15-foot-wide alley to the south. The Master Street Plan classifies Northeast 2nd Street as a Downtown Collector road. Surrounding districts are R-1, Low Density Single Family Residential with a land use designation of Traditional Neighborhood.

**Project Details**

The applicant has requested a rezoning of the property from R-1 Low Density Single Family Residential to DN-1, Downtown Low Density Residential, which keeps the property in compliance with the Zoning Alignment Policy under standard review. The applicants applied for a residential permit (RES25-0768) for a single-family residential structure, but the proposed structure violated setback minimums because the subject property is currently split into two lots. A property line adjustment to combine the two lots under the current R-1 zone does not meet the minimum 60' lot width. Rezoning the property to DN-1 would allow a plat to consolidate the property while meeting the DN-1 minimum lot width of 50 feet and allow for the construction of the proposed single-family home, as stated in the narrative. In Traditional

## Project Details

Neighborhood, DN-1, Downtown Low Density Residential is consistent with the alignment policy under a standard review.

## Relationship to the Community Plan

The subject property is designated as Traditional Neighborhood on the Future Land Use Map and is surrounded by Traditional Neighborhood in all directions. Rezoning the property to DN-1 would maintain alignment with the Future Land Use Map under standard review. The Community Plan calls for single-family homes and other low-density residential development within the Traditional Neighborhood place type. A rezone to DN-1 would support single-family residential development by allowing the applicants to consolidate their ownership while meeting the minimum lot width requirement, 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 develop a single family home after removing the existing single-family structure (see RDEMO25-0028). The applicant previously requested a residential building permit for the proposed single-family structure (RES25-0768), but because the parcel consisted of two deeded lots, the proposed structure crossed a lot line. To allow for the building permit to be issued, the applicant submitted a property line adjustment to combine the lots and is now waiting on this rezone to meet the minimum lot width. The proposed redevelopment and property line adjustment are not the subject of this rezone request and would need to meet all other code requirements.

All surrounding properties are designated as Traditional Neighborhood under the Future Land Use Map and have a zoning classification of R-1, Low-Density Single-Family Residential.

### **Consistency**

The proposed DN-1 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. (If the new code is adopted, a DN-1 zone would translate to a T3.1 in the Traditional Neighborhood place type. A T3.1 zone would also be consistent with the future land use plan with only one building / dwelling per lot as shown in the most recent draft of the code.)

### **Impact**

The impact of this rezone on the community, if developed under the proposed DN-1 zone, is the addition of much-needed housing while maintaining a compatible density with the surrounding area.

### **Compatibility**

All surrounding properties are designated as Traditional Neighborhood under the Future Land Use Map and have a zoning classification of R-1, Low-Density Single-Family Residential. Therefore, the development of a single-family home would be compatible with the surrounding neighborhood. Further, the design guidelines for the residential downtown districts (Development Code 1100.22), by which DN-1 is regulated, are more robust than the current R-1 zoning, requiring rear loading, and exterior materials to be "consistent with the

## Analysis / Waivers

character of the surrounding context".

### **Intensity**

Only single-family homes and other low-density residential development are allowable within the Traditional Neighborhood place type under standard review, with minor variation in setback, lot area and lot width.

### **Orderly Transition**

This project is located within the Traditional Neighborhood place type wherein all zoning districts of Standard Review are fairly uniform, ensuring an orderly transition.

## 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:** *The property is located within the Townbranch Sewer Basin and there are currently multiple sections of downstream sewer main that are at capacity. A further split of this property cannot be permitted until all downstream sewer capacity issues have been resolved. Sewer capacity will be evaluated at the time when development plans are submitted for any future use. Depending on the density and impact of any proposed development, a downstream sewer capacity study could be required. If there is a net increase in sewer flow, the developer will be responsible for any downstream sewer improvements that are present at that time.*

LANCE JOHNSON  

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BUILDING CO

Benton County Planning Department  
RE: Rezoning of Parcel # 01-03239-000

I am requesting the property at 612 NE 2nd Street be rezoned from R-1, Low-Density Single Family Residential to DN-1, Downtown Low Density Residential.

We removed the existing single-family structure and would like to build an updated single family home to habitat. There will be a single home and ADU for personal use with a 3 car garage. The reason for the change is to utilize the property to its fullest potential. Zoning the property to DN-1 would allow the proper setbacks for a 50' wide lot and size of the house. I believe the use of the land will work well with the Future Land Use Map and blend well with the current neighborhood. There won't be a need for signage. The exterior will be a combination of brick and stucco. Utilities are on site and as per the Bentonville GSI map they are 6" to 8" in that area.

Thank you,



Ericson C. "EJ" Johnson  
President



PC Item

R-1

R-1

R-1

NE 2ND ST

R-1

Stultz

R-1

R-1

NE E ST

NE F ST

R-1

R-1

DN-1

E CENTRAL AVE

R-1

SE F ST

R-1



RZ25-0050  
Stultz  
612 NE 2ND ST



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-1, DOWNTOWN LOW-DENSITY RESIDENTIAL; AND FOR OTHER  
PURPOSES.**

**(PROJECT NUMBER: RZ25-0050)**

**WHEREAS**, Gabe and Cecelia Stultz 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-1, DOWNTOWN LOW-DENSITY RESIDENTIAL to be used in accordance with city zoning laws and state laws, which property is described as follows:

THE W 1/2 OF LOT 4 AND THE E 1/2 OF LOT 5, BLOCK 1, LINCOLN AND RICE ADDITION, BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN IN PLAT BOOK B AT PAGE 106.

**WHEREAS**, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held January 6, 2026 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-1, DOWNTOWN LOW-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-1, DOWNTOWN LOW-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 \_\_\_\_\_, 2026.

**APPROVED:**

**ATTEST:**

\_\_\_\_\_  
**Stephanie Orman, Mayor**

\_\_\_\_\_  
**Malorie Marrs, City Clerk**



**Rezoning - Grisham, R-1, Low Density Single Family Residential to DE, Downtown Edge**

607 SE C St

**PC Date:** 1/6/2026

**Staff Report Details**

<b>Project Number</b>	(RZ25-0049)
<b>Applicant / Current Owner</b>	Evan and Sarah Grisham
<b>Site Area</b>	+/- .17 Acres
<b>Current Zoning</b>	R-1, Low Density Single Family Residential
<b>Requested Zoning</b>	DE, Downtown Edge
<b>Current Future Land Use Map Designation</b>	Urban Neighborhood
<b>Requested Future Land Use Map Designation</b>	N/A
<b>Development Type / Use</b>	Single Family Residential
<b>Related projects</b>	

**Property Description**

The subject property is located at 607 SE C Street. The property is presently zoned R-1, Low Density Single Family Residential with a future land use map designation of Urban Neighborhood.

**Project Details**

The applicant has requested a rezoning of the property from R-1, Low Density Single Family Residential, to DE, Downtown Edge. The applicant states that the purpose of this request is to build a new residential single family home on the property in accordance with the D-E zoning district setback and encroachment standards. The applicant states that this will be their personal residence. Surrounding districts include D-E, Downtown Edge, R-1, Low Density Single Family Residential, DN-4, Downtown Mixed-Use Residential, and R-3, Medium-High Density Multifamily Residential. Any shortages in either right of way or needed public improvements are not the subject of this rezone request.

**Relationship to the Community Plan**

The Community Plan calls for sustainable growth within Urban Neighborhoods with primarily multi-family

## Relationship to the Community Plan

buildings and townhomes structures, but with some single-family and smaller commercial uses mixed in. The application is consistent with the Community Plan. The zoning request supports the goals of the Bentonville Community Plan by contributing to the mixture of housing types within an urban neighborhood.

## Public Comment

Has Staff received Public Comment at the time of this report? : **No**

## Analysis / Waivers

The applicant states that the purpose of this request is to build a new residential single family home on the property in accordance with the D-E zoning district setback and encroachment standards. 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. Properties surrounding the subject property have designated land use place types of Urban Neighborhood and City Center.

### **Consistency**

The proposed DE, Downtown Edge, zoning district is consistent with the adopted Future Land Use Map under **Enhanced Review** and is consistent with the Community Plan's guiding principle of thoughtful growth.

### **Impact**

The impact of this rezone on the community, if developed under the proposed DE zone, will implement the Community Plan, consistent with the built environment in the area, an urban neighborhood.

### **Compatibility**

The rezoning is consistent the surrounding area and will relate well to the surrounding properties as many of the other properties have been rezoned to D-E or DN-4, and with a mixture of single-family and townhome structure types.

### **Intensity**

The parcel is located within the Urban Neighborhood place type which includes the city's higher intensity neighborhoods. A DE zoning district allows for single family, and for increased neighborhood density with multi-family, townhomes, mixed-use developments and commercial areas. Due to the small lot size (.17 ac), the net effect of this rezone will be nominal.

### **Orderly Transition**

This rezone request would be a continuation of the Downtown Edge zoning district that surrounds the subject property.

### **Enhanced Review Criteria**

The following elements make a compelling cas for meeting the enhanced review criteria:

- The requested zoning district matches the DE zoning district which is on either side (East, West, and North sides).
- The property is trail proximate: 745 feet from the Downtown Trail and 400' from the 8th St Trail and is directly on the C Street bikeway, a north / south bike corridor.
- The property is equidistant from both a future college campus and a major job center, 1/2 mile in both directions.
- The property is adjacent to vacant land.

## Analysis / Waivers

- The rezone request is consistent with the development pattern in the area.
- The proposed rezone request further advances the goals stated in the Comprehensive Plan.

## 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:**

*The proposed zoning request is consistent with the adopted land use plan under the enhanced review category. The property is located within the Townbranch sewer basin and there are currently portions of the downstream sewer system that are at capacity. No additional flows will be permitted until there is an approved plan and funding in place to resolve the downstream sewer constraints. If you have questions, please reach out to [jingle@bentonvillear.com](mailto:jingle@bentonvillear.com) or call at 479-271-3140*



PC Item

DN-4

DN-4

SE 6TH ST

R-3

D-E

DN-4

R-1

SE C ST

D-E

SE D ST

D-E

Grisham

R-1

SE 7TH ST

R-1

R-1

D-E

D-E

D-E

R-1

D-E

D-E



RZ25-0049  
Grisham  
607 SE C ST



## Narrative

We, Evan and Sarah Grisham, are requesting to re-zone 607 SE C Street (Benton County Parcel No, 01-03567-000\*) from R-1 Single-Family Residential to D-E Downtown Edge.

We will remain the owners of the property.

The reason for re-zoning is to allow for us to build a new residential estate on the property in accordance with D-E Downtown Edge setback, encroachment, etc. provisions. We will occupy this new home with our growing family.

In accordance with the applicable Criteria for All Rezoning Requests, Standard Review Criteria, and the Enhanced Review Criteria this property rezone request is subject to, please see the following:

- **Consistency:** The property is located within an Urban designated neighborhood and a block off the Urban Corridor of 8<sup>th</sup> street and our planned use is consistent with the vision and guiding principles of the Community Plan, specifically in that it will contribute to a strong sense of place, a great place to plant roots, the “Bentonville Experience”, and be welcoming & diverse.
- **Impact:** The impact of the rezoning will be relatively light as the property will remain a single family home that is an active part of the diverse and walkable/recreational area.
- **Compatibility:** The property will relate well to surrounding properties as all other existing homes on the block have been re-zoned to D-E Downtown Edge and are primarily used as residential estates.
- **Intensity:** The rezoning is within a reasonable level of intensity for the surrounding area and fits with the Community Plan and Future Land Use intention.
- Additional Standard Review Criteria:
  - The proposed re-zoning is consistent with the Place Type (Urban Neighborhood) envisioned by the Future Use Land Use Map
  - The proposed re-zoning will result in development compatible with the place type of nearby properties (all properties on the block have been re-zoned to DE)
  - Adequate infrastructure exists to serve the development
- Additional Enhanced Review Criteria:
  - The proposed re-zoning, use, and Zoning District is appropriate and in line with all applicable criteria a-f.

**Legal Description**

*\* Benton County Parcel No, 01-03567-000: Part of Lot 3, Block F, Orchard Addition, to the City of Bentonville, Arkansas, described as commencing at the Southwest corner of said Lot 3; thence North 75 feet; thence East 100 feet; thence South 75 feet; thence West 100 feet to the Place of Beginning.*

**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 DE, DOWNTOWN EDGE; AND FOR OTHER PURPOSES.  
(PROJECT NUMBER: RZ25-0049)**

**WHEREAS**, Evan Grisham 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 DE, DOWNTOWN EDGE to be used in accordance with city zoning laws and state laws, which property is described as follows:

PART OF LOT 3, BLOCK F, ORCHARD ADDITION, TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, DESCRIBED AS COMMENCING AT THE SW CORNER OF SAID LOT 3; THENCE NORTH 75 FEET; THENCE EAST 100 FEET; THENCE SOUTH 75 FEET; THENCE WEST 100 FEET TO THE PLACE OF BEGINNING;

**WHEREAS**, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held January 6, 2026 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 DE, DOWNTOWN EDGE.

**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 DE, DOWNTOWN EDGE 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 \_\_\_\_\_, 2026.

**APPROVED:**

**ATTEST:**

\_\_\_\_\_  
**Stephanie Orman, Mayor**

\_\_\_\_\_  
**Malorie Marrs, City Clerk**