Combined
Committee of the Whole
& City Council
Meeting Agenda
February 24, 2026
6:00 PM
Bentonville City Hall

About the Committee of the Whole and City Council Meeting:

- This meeting begins with the Committee of the Whole, which is used for information sharing and Council discussion. No votes are taken and public comment is not accepted during this meeting. After the Committee of the Whole meeting is adjourned, the City Council meeting begins. This is where the Council will hear public comment and take official action, such as voting on agenda items.

How to Watch Online:

- Residents may watch the meeting live without registering via the City of Bentonville's YouTube channel. Watching online allows viewers to observe the meeting but does not include the ability to provide public comment.
- A recording of the meeting will be posted on the City's website after the meeting concludes.
- https://www.youtube.com/@cityofbentonvillearkansasg5096

Public Participation:

- Residents may provide public comment during the City Council portion of the meeting. Public comment is limited to three minutes per speaker.
- To help ensure an orderly meeting, registration is required for residents who wish to speak, whether attending in person or virtually.
- In-person speakers must register in advance using this link: Registration Link
- Virtual speakers must register in advance by 12:00 p.m. on February 24, 2026, using the following link: Registration Link.

Council Questions/Discussion Concerning the Business Meeting

Call to Order

Pledge of Allegiance

Moment of Silence

Roll Call

Approval of Minutes: February 10, 2026

I. Committee of the Whole

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

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

1. **Resolution to Recognize Captain Tony Marveggio on his Retirement from the City** — **Resolution**

   Request that the City Council adopt a formal resolution to recognize, commend, and congratulate Captain Tony Marveggio on his retirement from the Bentonville Police Department, effective February 27, 2026. This resolution recognizes Tony Marveggio for over 28 years in law enforcement dedicated to the Bentonville Police Department and the citizens of Bentonville. This resolution also wishes Tony Marveggio much health, happiness, and continued success in all of his future endeavors. See attached resolution.

2. **Options for Improvement and Enforcement of Noise Regulations** — **Informational**

   An informational item to to identify effective, legally defensible tools that allow the City to respond more decisively to noise complaints, encourage voluntary compliance, and reduce repeat violations.

3. **Artificial Intelligence (AI) Update** — **Informational**

   An Update for Council on the City AI Strategy and AI Policy.

4. **Public Hearing and Ordinance to Vacate a Drainage Easement (VAC25-0031)** — **Ordinance***

   Public Hearing and approval of an Ordinance vacating a Drainage Easement Vacation located at Lot 73 of Providence Village Phase III (VAC25-0031).

5. **Resolution Setting a Public Hearing for a Utility Easement Vacation (VAC26-0001)** — **Resolution**

   Approve Resolution to set a Public Hearing for March 10, 2026 for a Utility Easement Vacation located at Lot 54 of Kensington Subdivision, Phase 2 (VAC26-0001).

6. **Resolution Setting a Public Hearing for a Utility Easement Vacation (VAC26-0003)** — **Resolution**

   Approve a Resolution to set a Public Hearing for March 10, 2026 for a Utility Easement Vacation located at Lot 209 of the Original City of Bentonville per Subdivision Plat Inst# L201810373/L202358920 (VAC26-0003).

7. **Resolution Setting a Public Hearing for an Alley Right of Way Vacation (VAC26-0006)** — **Resolution**

   Approve Resolution to set a Public Hearing for March 10, 2026 for an Alley Right of Way Vacation located between Lot 209 and Lot 76 of the Original City of Bentonville per Subdivision Plat Inst# L201810373 (VAC26-0006).

8. **Resolution Setting a Public Hearing for a Utility Easement Vacation (VAC26-0008)** — **Resolution**

   Approve Resolution to set a Public Hearing for March 10, 2026 for a Utility Easement Vacation located on Parcel 18-07510-000 per filed record 2/2/83, Book 596, Page593 (VAC26-0008).

9. **Resolution to Purchase a Kubota U17 Mini Excavator and Attachments** — **Resolution**

A Resolution authorizing the Mayor and Clerk to enter into a purchasing agreement for a new U17 mini excavator and attachments for the Parks Maintenance team from Springdale Tractor Company, in the amount of $48,482.87. No budget adjustment is needed.

10. **Resolution Authorizing an Amended Design Agreement for Phillips Park - North Phase** — **Resolution**

A Change Order authorizing the Mayor and Clerk to enter into an amended design agreement, in the amount of $224,000.00 with Crafton Tull for design of Phase II of Phillips Park. No budget adjustment is needed.

11. **Resolution Authorizing a Change Order with GTS, Inc. for the 8th Street Gateway Park** — **Resolution**

A Resolution approving a change order, in the amount of $56,684.90, with GTS Inc. for additional services at Gateway Park. No budget adjustment is needed.

12. **Resolution Accepting Arkansas Division of Aeronautics Grant for the Bentonville Municipal Airport** — **Resolution**

A Resolution accepting an 90/10 grant in the amount of $200,000.00 from the Arkansas Division of Aeronautics Commission providing funding to construct an aircraft parking apron on what is usually called "The Muddy South." A budget adjustment is needed.

13. **Resolution to Enter into an Agreement with Garver, LLC for VBT West Turf Apron** — **Resolution**

A Resolution to enter into Work Order 08 with Garver Engineers in the amount of $43,900.00 for the VBT West Turf Apron project. No budget adjustment is needed.

14. **Resolution Approving a Budget Adjustment for the Wastewater Development Fee Revenue Bond** — **Resolution**

Requesting City Council approval of a Resolution to approve a budget adjustment related to the Wastewater Development Fee Revenue bond in the amount of $239,000,000.00 funded by the Alice Walton Foundation. A budget adjustment is needed.

15. **Resolution Authorizing the Bella Vista Village Property Owner's Association Wholesale Contract** — **Resolution**

Resolution authorizing the Mayor and City Clerk to enter into an agreement with the Bella Vista Property Owners Association for the sale of water to be served within their service area. No budget adjustment is needed.

III. Utility Board

1. **Resolution Approving the Purchase a Skid Steer from Stribling Equipment, LLC** — **Resolution**

A Resolution authorizing the purchase a skid steer and associated attachments from Stribling Equipment, LLC through participation in the Sourcewell Cooperative (Co-Op) contract 011723-JDC for $132,064.17 plus taxes. This is a 2026 budgeted item. Utility Board approved 5-0. No budget adjustment is needed.

2. **Ordinance Approving a Waiver of Bid to Order 1/0 Underground Wire** — **Ordinance***

Approval of an Ordinance to waive competitive bidding to purchase 1/0 u/g wire from Stuart Irby, Unit Prices and estimated quantities attached, plus applicable taxes. plus applicable taxes. Due to market volatility and lead times related to these products, it would be neither practical or feasible to solicit competitive bids. Utility Board approved 5-0. No budget adjustment is needed.

3. **Ordinance Approving a Waiver of Bid to Order Overhead Wire** — **Ordinance***

Approval of an Ordinance to waive competitive bidding to purchase overhead 477 wire from AECI, Unit Prices and estimated quantities attached, plus applicable taxes. Due to market volatility and lead times related to these products, it would be neither practical or feasible to solicit competitive bids. Utility Board approved 5-0. No budget adjustment is needed.

4. **Ordinance Approving a Waiver of Bid to Order 3-ph Transformers** — **Ordinance***

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

5. **Ordinance Approving a Waiver of Bid to Order Single Phase Transformers** — **Ordinance***

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

6. **Resolution Awarding Bid IFB-26-05 for Shewmaker Interceptor Phase 1 - Tree Clearing** — **Resolution**

Staff requests council award bid IFB-26-05 to Oz Lawn and Land in the amount of $49,993.02 for tree clearing operations associated with the future Bentonville Shewmaker Sewer Improvements project located in North Bentonville between NE Tiger Boulevard and NE A Street. Oz Lawn and Land was the lowest bidder and was selected following the city solicitation process for bids. No budget adjustment is needed. This project is funded by the Wastewater Development Fee. Utility Board approved 5-0. No budget adjustment is needed.

7. **Resolution to Approve Shewmaker Phase 2 Amendment #3 - Engineering Design Services** — **Resolution**

Staff request that the mayor and city clerk enter into an agreement with Garver Engineering, for Amendment # 3, in the amount of 1,916.752.00 for engineering design services for the Shewmaker Basin Interceptor Improvements - Phase 2. Phase 2 includes the redesign of North Lift Station to 7 MGD pumping capacity, 3,400 ' of force main to the WRRF and 9,000' of 24" gravity sewer from Tiger Boulevard to Central Ave. The project is funded by the Wastewater Development Fee. Utility Board approved 5-0. No budget adjustment is needed.

8. **Resolution Approving the Purchase a Hydro Excavation Truck from RCH, Inc.** — **Resolution**

A Resolution authorizing the Mayor and City Clerk to enter into an agreement with River City Hydraulics, Inc., for the purchase of a Ram Vac HX-12 Hydro Excavator, through participation in a cooperative contract, in the amount of $584,035.74. Utility Board approved 5-0. No budget adjustment is needed.

IV. Planning

1. **Property Line Adjustment - Lot 1 of Vosberg Subdivision - 507 SE Hendrix St. (PLA25-0036)** **Ordinance***

The Planning Commission voted 7-0, recommending approval.

An Ordinance Accepting A Property Line Adjustment Of Lot 48, Phase 7 And Lot 33, Phase 8 Of College Place Subdivision Creating New Lot 1 Of Vosberb Subdivision To The City Of Bentonville, Arkansas; And For Other Purposes.

2. **Lot Split - Lots 181-184 of Kerelaw Castle Subdivision - 5012 and 5104 Town Vu Road (LS26-0001)** **Ordinance***

The Planning Commission voted 7-0, recommending approval.

An Ordinance Accepting A Lot Split Of Lots 155-157 Of Kerelaw Castle Subdivision Creating New Lots 181-184 Of Kerelaw Castle Subdivision To The City Of Bentonville, Arkansas; And For Other Purposes.

3. **Property Line Adjustment - Lots 5 & 6 of Hunt Bennett Addition - 3 Oak Valley Lane (PLA26-0002)** **Ordinance***

The Planning Commission voted 7-0, recommending approval.

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

4. **Property Line Adjustment - Lot 6 & West 1/2 of Lot 5, Block 18 of Deming's 2nd Addition - 409 Northwest 7th Street (PLA26-0004)** **Ordinance***

The Planning Commission voted 7-0, recommending approval.

An Ordinance Accepting A Property Line Adjustment Of Lot 6 & The West Half Of Lot 5, Block 18 Of Deming’s 2nd Addition Creating New Lot 36, Block 18 Of Deming’s 2nd Addition To The City Of Bentonville, Arkansas; And For Other Purposes.

5. **Correction Plat - Lots 10-12 of The Reserve Subdivision - North of Regional Airport Blvd, between Shell Road and Greenhouse (PLA26-0006)** **Ordinance***

The Planning Commission voted 7-0 recommending approval.

An Ordinance Correcting A Plat Of Lots 4, 8 And 9 Of The Reserve Subdivision Creating New Lots 10-12 Of The Reserve Subdivision To The City Of Bentonville, Arkansas; And For Other Purposes.

6. **Property Line Adjustment - Lot 1 of Skylight Subdivision - 1906 Southwest 14th Street (LS23-0035)** **Ordinance***

The Planning Commission voted 7-0, recommending approval.

An Ordinance Accepting A Property Line Adjustment Of Parcel 01-00934-000 Creating New Lot 1 Of Skylight Subdivision To The City Of Bentonville, Arkansas; And For Other Purposes.

7. **Lot Split - Lots 8 & 9 of Tiarks Addition - 1101 McCollum Road (LS25-0039)** **Ordinance***

The Planning Commission voted 7-0, recommending approval.

An Ordinance Accepting A Lot Split Of Lot 7 Of Tiarks Addition Creating New Lots 8 And 9 Of Tiarks Addition To The City Of Bentonville, Arkansas; And For Other Purposes.

8. **Rezoning - Faciszewski - 401 North Main Street (RZ25-0051)** **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-4, Downtown Mixed-Use Residential; And For Other Purposes.

9. **Rezoning - AP RE and Development, LLC - 409 Northwest 7th Street (RZ26-0001)** **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.

10. **Planned Unit Development - Laurel Canyon LLC - 902, 904, 906, 908, and 1002 Southeast 3rd Street (PUD25-0002)** **Ordinance***

The Planning Commission voted 6-1, 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, DN-3, Downtown High Density Residential, And DN-4, Downtown Mixed-Use Residential To PUD, Planned Unit Development; And For Other Purposes.

V. State of the City Report - Mayor Stephanie Orman

VI. Other Business/Announcements/Comments

Adjournment

Public Comments Concerning Matters of City Related Business

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	2/24/2026	**Submitted By:**	Ray Shastid
Phone:	479-271-3172	**For Department(s):**	Police
Email:	ray.shastid@bentonville.arkansas.gov		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Resolution to Recognize Captain Tony Marveggio on his Retirement from the City
Action Recommendation & Justification:	Request that the City Council adopt a formal resolution to recognize, commend, and congratulate Captain Tony Marveggio on his retirement from the Bentonville Police Department, effective February 27, 2026. This resolution recognizes Tony Marveggio for over 28 years in law enforcement dedicated to the Bentonville Police Department and the citizens of Bentonville. This resolution also wishes Tony Marveggio much health, happiness, and continued success in all of his future endeavors. See attached resolution.
Additional Comments for Consideration (Optional):	(Attached resolution)
Amount for Approval:	$

Budget Impact

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

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

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

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

Budget Impact Notes for Consideration (Optional):

City of Bentonville State of Arkansas

RESOLUTION

CAPTAIN

Tony Marveggio

WAS BORN IN FAYETTEVILLE, ARKANSAS, AND GRADUATED FROM SILOAM SPRINGS HIGH SCHOOL IN SILOAM SPRINGS, ARKANSAS IN 1991; AND

WHEREAS, CAPTAIN TONY MARVEGGIO JOINED THE U.S. ARMY, 1ST CALVARY DIVISION, FORT HOOD, TEXAS, IN JANUARY OF 1993 UNTIL JANUARY OF 1997; AND

WHEREAS, CAPTAIN TONY MARVEGGIO BEGAN HIS 28 PLUS YEARS OF LAW ENFORCEMENT CAREER BY JOINING THE SILOAM SPRINGS, ARKANSAS POLICE DEPARTMENT IN APRIL OF 1997 AND BECAME ONE OF THE FIRST BIKE OFFICERS FOR THE SILOAM SPRINGS DEPARTMENT IN 1998; AND

WHEREAS, CAPTAIN TONY MARVEGGIO JOINED THE BENTONVILLE POLICE DEPARTMENT IN AUGUST 1999 AS A PATROL OFFICER, WHERE HE SERVED AS A FOUNDING MEMBER OF THE SPECIAL RESPONSE TEAM, BIKE PATROL MEMBER, AND K9 OFFICER FROM 2001 UNTIL 2002; AND

WHEREAS, CAPTAIN TONY MARVEGGIO LEFT THE BENTONVILLE POLICE DEPARTMENT TO SERVE WITH THE UNITED STATES BORDER PATROL IN JANUARY 2002, AND RETURNED TO THE DEPARTMENT AS A PATROL OFFICER IN JULY 2002, RECEIVING THE OFFICER OF THE YEAR AWARD IN 2003; AND

WHEREAS, CAPTAIN TONY MARVEGGIO SERVED AS SHIFT SUPERVISOR IN THE RANK OF CORPORAL FROM 2006 UNTIL 2009, AFTER WHICH HE TRANSFERRED TO THE CRIMINAL INVESTIGATIONS DIVISION, WHERE HE CONTINUED TO SERVE AS CORPORAL, AND WAS SUBSEQUENTLY PROMOTED TO SERGEANT AND LATER TO LIEUTENANT IN 2011 WITHIN THE CRIMINAL INVESTIGATIONS DIVISION; AND

WHEREAS, CAPTAIN TONY MARVEGGIO SPENT THE NEXT 10 YEARS IN THE CRIMINAL INVESTIGATIONS DIVISION WHERE HE DEMONSTRATED EXCEPTIONAL EXPERTISE IN THE FIELD OF CRIMINAL INVESTIGATIONS, SUCCESSFULLY SOLVING NUMEROUS CASES THAT POSED SIGNIFICANT SAFETY CONCERNS, AND EARNED RECOGNITION FROM THE UNITED STATES ATTORNEY'S OFFICE FOR HIS OUTSTANDING CONTRIBUTIONS AND DEDICATION IN JOINT INVESTIGATIONS; AND

WHEREAS, CAPTAIN TONY MARVEGGIO SUCCESSFULLY COMPLETED SEVERAL ADVANCED LEADERSHIP COURSES, INCLUDING THE TRILOGY AWARD FROM THE FBI-LAW ENFORCEMENT EXECUTIVE DEVELOPMENT ASSOCIATION; AND

WHEREAS, CAPTAIN TONY MARVEGGIO WAS PROMOTED TO PATROL DIVISION COMMANDER IN 2021, AND ASSIGNED TO OPERATIONS DIVISION COMMANDER IS 2023, WHERE HE CONTINUED TO FAITHFULLY SERVE UNTIL HIS RETIREMENT AND, THROUGH HIS COUNTLESS ACTIVITIES AND ACCOMPLISHMENTS, DELIVERED TO THE BENTONVILLE POLICE DEPARTMENT AND THE CITIZENS OF BENTONVILLE AN UNPARALLELED LEVEL OF PROFESSIONALISM AND SERVICE.

NOW THEREFORE, BE IT RESOLVED THAT BY THE ADOPTION OF THIS RESOLUTION, THE CITY COUNCIL OF BENTONVILLE HEREBY COMMENDS AND CONGRATULATES CAPTAIN TONY MARVEGGIO FOR HIS 28 PLUS YEARS OF DEDICATED LAW ENFORCEMENT SERVICE, TO INCLUDE HIS 26 YEARS OF SERVICE TO THE BENTONVILLE POLICE DEPARTMENT AND THE CITIZENS OF BENTONVILLE, AND WISHES HIM HEALTH, HAPPINESS, AND CONTINUED SUCCESS IN ALL HIS FUTURE ENDEAVORS.

GIVEN THIS 24th day of February, 2026, in Bentonville, in the Great State of Arkansas, in the United States of America.

[redacted]

Stephanie Orman, Mayor

[redacted]

Malorie Marrs, City Clerk

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	2/24/2026	**Submitted By:**	Shelli Kerr
Phone:	479-271-3122	**For Department(s):**	Planning and Police
Email:	skerr@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Options for Improvement and Enforcement of Noise Regulations
Action Recommendation & Justification:	An informational item to to identify effective, legally defensible tools that allow the City to respond more decisively to noise complaints, encourage voluntary compliance, and reduce repeat violations.
Additional Comments for Consideration (Optional):	
Amount for Approval:	$

Budget Impact

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

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

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

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

Budget Impact Notes for Consideration (Optional):

MEMO

TO: Mayor Stephanie Orman and Bentonville City Council
FROM: Shelli Kerr, AICP, Comprehensive Planning Manager
DATE: February 24, 2026 Committee of the Whole
RE: **Options for Noise Enforcement**

REQUEST

Recommendation from City Council on which option(s) to pursue regarding improvement and enforcement of noise regulations.

BACKGROUND

Bentonville's noise regulations were adopted in 2006 with Ord. No. 2006-69. The regulations were subsequently amended with Ord. No. 2020-39 and Ord. No. 2024-45. Current noise regulations are codified in Bentonville Municipal Code, Article 58-V Noise and provided as Attachment A.

The purpose of the noise regulations is to protect the health, safety, and welfare of the community by limiting excessive or unreasonable noise that disrupts nearby residences and businesses, while also allowing for reasonable commercial and construction activity.

ISSUE / CONCERNS

Despite the existing regulations, the City continues to receive recurring noise complaints, primarily related to:

- Construction activity occurring at night, particularly outside normal working hours; and
- Amplified sound and vibration from concerts, music venues, and bars, predominantly from outdoor amplification and late-night events.

Staff and Bentonville Police Department have indicated that the current code structure creates challenges with:

- On-scene enforcement;
- Establishing clear violations without specialized sound measurement equipment; and
- Creating meaningful consequences that lead to long-term compliance.

As a result, violations often result in repeated complaints rather than sustained corrective action.

GOAL

The goal of this discussion is to identify effective, legally defensible tools that allow the City to:

- Respond more decisively to noise complaints;
- Encourage voluntary compliance;
- Provide clear expectations to businesses and contractors; and
- Reduce repeat violations.

ENFORCEMENT AND COMPLIANCE OPTIONS

OPTION 1: Amend Noise Regulations

Description: Amend Article 58-V Noise to clarify allowable hours and standards for amplified sound and construction noise.

Potential Amendments Include:

- Establishing a clear cut-off time for amplified sound, similar to the City of Rogers:
  - 11:00 p.m. Sunday–Thursday
  - 12:00 a.m. (midnight) Friday and Saturday
  - 8:00 p.m. in residential areas
- Adopting noise standards similar to Rogers that rely on audibility or disturbance criteria, rather than decibel measurements.

Benefits:

- Eliminates the need for specialized sound measurement equipment.
- Provides police officers with clearer authority to act at the time of complaint.
- Creates more predictable expectations for venues, contractors, and event organizers.
- Reduces ambiguity in enforcement.

Staff Perspective: This option directly addresses enforcement limitations and is viewed as the most immediately effective way to improve compliance.

OPTION 2: Revoke Business Registration

Description: Use the Business Registry as an enforcement mechanism for repeated noise violations.

Limitations:

- The Business Registry is registration-only, not an approval or permitting system.
- The code does not currently establish:
  - A revocation process;
  - Criteria for revocation; or
  - Enforcement consequences of revocation.
- Registration is not discretionary and therefore has limited leverage.

Staff Perspective: This option is not recommended in its current form, as it provides minimal enforcement authority and would require significant code restructuring to be effective.

OPTION 3: Convert Business Registration to a License

Description: Transition of the Business Registry from a registration system to a business license framework, allowing the City to revoke or suspend licenses for noncompliance.

Benefits:

- Creates a meaningful enforcement tool with clear consequences.
- Allows for graduated enforcement (warnings, suspension, revocation).
- Provides leverage for addressing chronic violators.

Staff Perspective: This option could be effective but would require careful consideration, stakeholder engagement, and resource evaluation before proceeding.

OPTION 4: Revoke Alcohol Permit through ABC

Description: For businesses serving alcohol, submit documented noise violations to the Arkansas Alcoholic Beverage Control (ABC) Division for enforcement action, including potential permit suspension or revocation.

Benefits:

- Provides a strong deterrent for alcohol-serving establishments.
- Utilizes existing state enforcement authority.

Challenges:

- Enforcement rests with ABC, not the City.
- Process can be lengthy.
- Not applicable to all noise sources (e.g., construction, non-alcohol venues).

Staff Perspective: This option may be effective as a supplemental enforcement tool, particularly for repeat offenders, but is not a comprehensive solution on its own.

STAFF RECOMMENDATION

Staff recommend that City Council consider **Option 1: Amend the Noise Regulations** as the primary approach to improving compliance and enforcement, with **Option 4** used selectively for chronic violations involving alcohol-permitted establishments.

These options provide clearer standards, stronger on-scene enforcement authority, and the greatest likelihood of reducing repeat complaints without requiring a full overhaul of the City's business registration system.

NEXT STEPS (If Directed)

- Coordinate with Bentonville Police Department on enforcement language.
- Return to City Council with a draft noise ordinance amendment for consideration.

COMPARISON TABLE			
Topic	**Bentonville**	**Rogers**	**Fayetteville**
Primary enforcement standard	Sound level (dB(A)) limits by zoning district/time measured at property boundary.	"Annoy/disturb" standard with enumerated prohibitions; outside loudspeaker/PA restricted to certain hours (permit-based) and subject to disturbance standard.	Mix of plainly audible (certain hours/situations) and sound meter by certified officer at other times (per Police FAQ summary).
Residential baseline	60 dB(A) 7am–10pm; 55 dB(A) 10pm–7am.	Outside loudspeaker/PA (when permitted) limited to 8am–8pm in residential zones.	"Quiet" framework: between 1am–8am, business/residence noise that is plainly audible at 150 feet is a violation (per city FAQ).
Commercial baseline	Sun–Thu: 70 dB(A) 7am–11pm; 65 dB(A) 11pm–7am. Fri–Sat: 70 dB(A) 7am–12am; 65 dB(A) 12am–7am.	Outside loudspeaker/PA (when permitted) limited to 11pm (all nights but Saturday) and 12am Saturday nights for commercial zones.	Same "quiet hours" concept (1am–8am) with plainly audible at 150 feet standard (per city FAQ), plus other provisions in city code.
Amplified sound / music rule clarity	Amplified sound can be addressed via: (a) dB limits by zoning/time; and (b) "annoy/disturb" language for devices—but enforcement often depends on dB measurement.	Explicit cut-off hours for outside loudspeaker/PA (permit-based), plus "annoy/disturb" standard—more officer-discretion on scene.	Plainly audible distance standards used in certain contexts/hours; FAQ notes sound meter used at other times by certified officer.
Construction noise (night work)	Prohibits construction work in/near residential zones during defined evening/night windows (seasonal) and on Sundays/holidays; must meet industrial limits.	Rogers page shown is primarily "loudspeaker/PA + enumerated prohibitions" (construction details not shown in the cited excerpt).	City code (as captured in the PDF source) includes construction quiet time later than 11pm to 7am (with Sunday morning extension) and "plainly audible" construction activity standards.
Why it matters for compliance	Meter-dependent enforcement can make it harder to act quickly and consistently, especially for amplified music/vibration complaints.)	Clear time-based limits + disturbance language supports quicker intervention at the scene.	"Plainly audible" thresholds during quiet hours reduce the need for meter deployments and can deter late-night repeat violations.

ARTICLE 58-V NOISE

Sec 58-103 Intent
Sec 58-104 Applicability
Sec 58-105 Definitions
Sec 58-106 Administration
Sec 58-107 Repealed
Sec 58-108 Exceptions
Sec 58-109 Limitations By Zoning District
Sec 58-110 Specific Prohibitions
Sec 58-111 Permit For Conditional Use

Sec 58-103 Intent

It is the intent of this article to provide citizens with an environment free from such excess sounds or noises as may jeopardize their health, welfare and safety, or degrade the quality of life.

(Ord. No. 2006-69, § 1(7.48.01), 5-9-2006)

Sec 58-104 Applicability

This article shall apply to the control of all sound and vibration originating within the limits of the city.

(Ord. No. 2006-69, § 1(7.48.02), 5-9-2006)

Sec 58-105 Definitions

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Construction means any site preparation, assembly, erection, substantial repair, alteration, or similar action, but excluding demolition, for or of public or private rights-of-way, structures, utilities or similar property.

Decibel (dB) means a unit for measuring the volume of a sound, equal to 20 times the logarithm to the base 10 of the ratio of the pressure of the sound measured to the reference pressure, which is 20 micropascals (20 micronewtons per square meter).

Demolition means any dismantling, intentional destruction or removal of structures, utilities, public or private right-of-way surfaces, or similar property.

Emergency means any occurrence or set of circumstances involving actual or imminent physical trauma or property damage which demands immediate action.

Motor vehicle means any vehicle which is propelled or drawn on land by a motor, such as, but not limited to, passenger cars, trucks, truck-trailers, semi-trailers, campers, go-carts, snowmobiles, amphibious craft on land, dune buggies, or racing vehicles, but not including motorcycles.

Motorcycle means an unenclosed motor vehicle having a saddle for the use of the operator and two or three wheels in contact with the ground, including, but not limited to, motor scooters and minibikes.

Noise means any sound which endangers or injures the safety or health of humans or animals, or annoys or disturbs a reasonable person of normal sensitivities, or endangers or injures personal or real property.

Plainly audible means capable of being heard. It is not necessary to distinguish words or melodies. A plainly audible sound may consist of bass alone.

Real property boundary means an imaginary line along the ground surface, and its vertical extension, which separates the real property owned by one person from that owned by another person, but not including intra-building real property divisions.

Sound means an oscillation in pressure, particle displacement, particle velocity or other physical parameter, in a medium with internal forces that causes compression and rarefaction of that medium. The description of sound may include any characteristic of such sound, including duration, intensity and frequency.

Sound level means the weighted sound pressure level obtained by the use of a sound level meter and frequency weighting network, such as A, B, or C as specified in American National Standards Institute specifications for sound level meters (ANSI S1.4-1971, or the latest approved revision thereof). If the frequency weighting employed is not indicated, the A-weighting shall apply.

Sound level meter means an instrument which includes a microphone, amplifier, RMS detector, integrator or time averager, output meter, and weighting networks used to measure sound pressure levels.

Vibration means an oscillatory motion of solid bodies of deterministic or random nature described by displacement, velocity, or acceleration with respect to a given reference point.

(Ord. No. 2006-69, § 1(7.48.03), 5-9-2006)

Sec 58-106 Administration

(a) *Lead department*. The noise control program established by this article shall be administered by the police department.

(b) *Departmental cooperation*. Code enforcement officers are responsible for observing and reporting to the police department any noise complaints from construction per Sec. 58-110(c) during daytime work hours. All departments and agencies shall cooperate with the lead department to the fullest extent in enforcing these regulations.

(c) *Sound level meter*. Sound level measurements shall be made with a sound level meter Type II or better using the A-weighted scale in conformance with the standards promulgated by the American National Standards Institution (ANSI). The microphone shall be equipped with a wind screen. Code enforcement may use any sound level equipment to determine potential violations that would then be confirmed through the police department's certified equipment.

(d) *Procedure for measurement*. All tests shall be conducted according to the following procedures:

(1) *Complaint-driven*. When the measurement procedure is the result of a complaint, measurements will be taken at the property line of the receiving property.

(2) *Normal monitoring*. When the measurement procedure is in the normal course of monitoring sound, the measurements will be taken at the real property line of the source of the sound.

(3) *Outdoor conditions*. No outdoor measurements shall be taken while winds (including gusts) exceed 15 miles per hour; under conditions that will allow the sound level meter to become wet; or when the ambient temperature is out of range of tolerance of the sound level meter.

(4) *Calibration*. The sound level meter shall be verified and calibrated according to the manufacturer's specifications immediately prior to taking the measurements.

(5) *Meter Placement*. The sound level meter shall be placed a minimum of four feet above the ground or from any reflective surface. The microphone shall be pointed at the sound source.

(6) *Measurements*. Measurements shall include "high", "average" and "low" readings. If the sound level meter does not provide these multiple readings, a minimum of three separate measurements shall be taken at a single location at varying time intervals. The average sound level reading shall be used to determine whether there has been a violation of this ordinance.

(7) *Monitoring report*. The report for each measurement session shall include:

a. The day, date and time of the measurements;

b. Date and time of recent calibration;

c. Temperature and wind speed at time of measurement;

d. Identification of the monitoring equipment;

e. Location, land use, zoning and description of the source;

f. Location, land use and zoning of the listener; and

g. Sound level measurements.

(8) *Extraneous sounds.* If there are extraneous sound sources that are unrelated to the measurements and increase the monitored sound level, the measurement shall be postponed until these noises subside.

(Ord. No. 2006-69, § 1(7.48.04), 5-9-2006)

HISTORY
Amended by Ord. 2020-39 on 2/11/2020
Amended by Ord. 2024-45 on 4/9/2024

Sec 58-107 Repealed

HISTORY
Repealed by Ord. 2024-45 on 4/9/2024

Sec 58-108 Exceptions

The provisions of this article shall not apply to:

(a) The emission of sound for the purpose of alerting persons to the existence of an emergency or the emission of sound in the performance of emergency work.

(b) Any facility, vehicles or equipment of the city, county, state or federal government while engaged upon necessary public business.

(c) The use of bells or chimes in conjunction with places of religious worship.

(d) The intentional sounding or permitting the sounding of any fire, burglar or civil defense alarm, siren, whistle or similar stationary or emergency signaling devise for emergency purposes or for testing, provided such testing uses only the minimum cycle test time.

(e) Movement of aircraft which are, in all respects, conducted in accordance with or pursuant to applicable federal laws or regulations.

(f) Activities conducted on or in municipal facilities that are approved, sponsored, or sanctioned by the city.

(g) Any athletic or school related event or activity that occurs on or in school facilities and approved, sponsored, or sanctioned by the school.

(h) A facility used for the production, display, and promotion of indoor and outdoor musical events that has been designed and built with inherent architectural design, landscape, and topography measures to reduce sound to minimal intrusive levels and has been approved by Planning Commission.

(i) Firework displays authorized by the city.

(Ord. No. 2006-69, § 1(7.48.06), 5-9-2006)

HISTORY
Amended by Ord. 2020-39 on 2/11/2020

Sec 58-109 Limitations By Zoning District

(a) *Generally*. No person shall operate or cause to be operated, or permit, contract or allow to be operated on premises of public or private property any identifiable source of sound in such a manner as to create a sound level within the zoning districts shown in table 1 of this subsection, which exceeds the maximum noise levels as set forth in Table 1 as measured at any point on the boundary of the property from which the sound or noise was emanating. A complaint under this section must be brought by a property owner or leaseholder affected by the excessive noise on their property.

TABLE 1	
Residential Zone	
7:00 am – 10:00 pm	60 dB(A)
10:00 pm – 7:00 am	55 dB(A)
Commercial Zone: Sunday – Thursday	
7:00 am – 11:00 pm	70 dB(A)
11:00 pm – 7:00 am	65 dB(A)
Commercial Zone: Friday and Saturday	
7:00 am – 12:00 am	70 dB(A)
12:00 am – 7:00 am	65 dB(A)
Industrial Zone	
7:00 am – 10:00 pm	70 dB(A)
10:00 pm – 7:00 am	65 dB(A)

(b) *District boundaries*. When a noise source can be identified and its noise measured in more than one zoning district, the noise level limits of the most restrictive zoning district shall apply at that district boundary.

(c) *Commercial source*. Notwithstanding the zoning classification of the underlying parcel, restaurants, nightclubs, private clubs, auditoriums, dance halls, and rehearsal studios are defined as commercial sound sources existing in commercial zones for the purposes of this article.

(Ord. No. 2006-69, § 1(7.48.07), 5-9-2006)

HISTORY
Amended by Ord. 2020-39 on 2/11/2020

Sec 58-110 Specific Prohibitions

The following acts, and the causing thereof, are declared to be in violation of this article:

(a) *Radios, loudspeakers and public address systems*.

(1) *Commercial use*. Use, operation or permitting to be played, used or operated any radio receiving set, musical instrument, phonograph, loudspeaker, sound amplifier, or other machine or device for the producing or reproducing of sound which is cast upon the public streets from a point of origin located on public or private property, for the purpose of commercial advertising or attracting the attention of the public to any building or structure.

(2) *Noncommercial use*. The use or operation of any radio receiving set, musical instrument, phonograph, loudspeaker, sound amplifier, or other machine or device for the producing or reproducing of sound which is cast upon the public streets from a point of origin located on public or private property, for a noncommercial purpose shall not be operated in such a manner or at such a volume as to annoy or disturb the quiet, comfort or repose of persons in any office, hospital, dwelling, hotel, or other type of residence in the vicinity and shall be restricted by the limitations of the zoning district set forth in section 58-109.

(b) *Radios, televisions, musical instruments and similar devices*. Operating, playing or permitting the operation or playing of any radio, television, musical instrument, sound amplifier, or similar device which produces, reproduces or amplifies sound in such a manner or with such volume, particularly during the hours between 10:00 pm and 7:00 am, as to annoy or disturb the quietness, comfort or peace of any persons in or around any office, hospital, or in any dwelling, hotel or other type of residence.

(c) *Construction*. Operation of construction, demolition, or excavation equipment; performance of any outside construction or repair work on buildings, structures, or projects; or operation of any pile driver, power shovel, pneumatic hammer, derrick, power hoist, or any other construction-type device in order to erect, demolish, alter, or repair any building, street, or highway within a residential zone or on any property within a radius of 500 feet of a residential zone on Sundays; legal holidays; Monday through Saturday between the hours of 7:00 p.m. and 6:00 a.m. the following day in May, June, July, August and September; and Monday through Saturday between the hours of 6:00 p.m. and 6:00 a.m. during the remainder months of the year. Construction work shall be subject to the maximum noise level limitations specified for industrial zones in section 58-109.

(d) *Motor vehicles and motorcycles*.

(1) *Repair noise*. The repairing, rebuilding, modifying or stationary testing of any motor vehicle, motorcycle, or motorboat in such a manner as to cause a sound plainly audible across any property boundary line between the hours of 10:00 p.m. and 7:00 a.m.

(2) *Sound amplification device*. The operation or occupancy of a vehicle, which is moving or stationary, standing or parked, from which any sound amplification or producing device

or similar equipment is creating a sound that is plainly audible at least 30 feet from the source of the sound.

(3) *Engine noise*. The operating or occupancy of a vehicle, which is moving or stationary, standing or parked, from which the engine noise is creating a sound that is in excess of the maximum noise levels established for the time period and zoning districts set forth in section 58-109 when measured at least 30 feet from the source of the sound.

(4) *Horns*. The sounding of any horn or other auditory signaling device on or in any motor vehicle on any public right-of-way or public place, except as a warning of danger.

(e) *Animals*. Noise from animals shall be enforced in accordance with article II of chapter 6.

(Ord. No. 2006-69, § 1(7.48.08), 5-9-2006)

Sec 58-111 Permit For Conditional Use

Any person may apply to the planning commission for a conditional use permit to conduct activities that might otherwise violate this article. Applications shall be submitted to the planning department in accordance with the current planning department policies and procedures for a conditional use permit as set forth in Article 301 Administration and Enforcement of the Zoning Code. The planning commission may impose conditions of approval, including but not limited to, time and geographic area for such activity and sound attenuation measures. The planning commission shall consider such factors as adequate police protection, interference with established businesses and impact to surrounding land uses. Such activities shall include, but not be limited to, functions advancing the arts, holiday festivals, parades, public functions protected by the First Amendment, and election activities.

(Ord. No. 2006-69, § 1(7.48.09), 5-9-2006)

HISTORY
Amended by Ord. 2020-39 on 2/11/2020

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	2/24/2026	**Submitted By:**	Dennis Hayes
Phone:	479-271-3127	**For Department(s):**	Information Technology
Email:	dennis.hayes@bentonville.ar.gov		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Artificial Intelligence (AI) Update
Action Recommendation & Justification:	An Update for Council on the City AI Strategy and AI Policy.
Additional Comments for Consideration (Optional):	Draft Policy Included for informational purposes and not adoption.
Amount for Approval:	$

Budget Impact

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

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

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

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

Budget Impact Notes for Consideration (Optional):

Artificial Intelligence and Automated Decision Tools Policy

Policy Number: D-IT-004-2025

Policy Owner: IT Department
Approved By: Dennis Hayes
Effective Date: January 2026
Last Reviewed: April 29th, 2025
Next Review Due: December 2026
Version: 1.0

Index

- 1.0 Purpose
- 2.0 Scope
- 3.0 Definitions
- 4.0 Human Decision-Making Requirements
- 5.0 Prohibited Uses
- 6.0 Employee Training
- 7.0 Public Availability
- 8.0 Enforcement
- 9.0 Review & Updates
- 10.0 Approval

1.0 Purpose

This policy is adopted in accordance with Arkansas Act 848 of 2025, A.C.A.§25-1-128, which requires public entities to establish rules governing the use of artificial intelligence (AI) and automated decision tools (ADT). The purpose of this policy is to ensure:

1.1 Authorized and responsible use of AI and ADT by the City of Bentonville (City), and

1.2 That all final decisions involving AI or ADT are made by a human employee or authorized representative, as required by Act 848.

2.0 Scope

This policy applies to all City elected officials, employees, contractors, volunteers, and any individuals using City technology resources in the course of official duties.

3.0 Definitions

3.1 Artificial Intelligence (AI): Artificial intelligence means a machine-based system that can, based on a given set of human-defined objectives, make predictions, recommendations, or decisions influencing a real or virtual environment.

3.2 Automated Decision Tool (ADT): Automated decision tool means a system or service that uses artificial intelligence and has been specifically developed and marketed, or specifically modified, to make or to be a controlling factor in making consequential decisions.

3.3 Consequential Decision: A decision that affects an individual's rights, benefits, obligations, opportunities or access to City services.

4.0 Human Decision-Making Requirements

Consistent with Act 848:

4.1 AI or ADT may assist in City decision-making, but

4.2 AI or ADT output may not be the sole basis for any consequential decision, and

4.3 A human employee must make the final determination in every consequential decision, regardless of the AI output.

4.4 Human reviewers may override or disregard AI recommendations at any time.

4.5 Use of artificial intelligence and automated decision tools must comply with all existing City data-privacy, security, records-management, and acceptable-use policies, as well as applicable state and federal law.

5.0 Prohibited Uses

Under Section (d) of Act 848, City employees shall not use AI or ADT to:

5.1 Express personal political opinions to elected officials unless part of official duties or requested by the official or public entity.

5.2 Lobby an elected official unless the employee is a registered lobbyist for the City of Bentonville.

5.3 Engage in illegal activities or activities prohibited by state or federal law.

5.4 Bypass, override, or avoid the City of Bentonville's security, technology, or system-integrity controls.

5.5 The City additionally prohibits the use of AI systems to intentionally produce fraudulent, harmful, or deceptive outputs.

6.0 Employee Training

As required by Act 848:

6.1 The City will provide employee training on this AI/ADT policy and on proper, lawful use of AI tools in City business.

6.2 Employees must complete required training before using AI or ADT in the course of their work.

7.0 Public Availability

This policy shall be made available to the public upon request, in accordance with Act 848 and the Arkansas Freedom of Information Act.

8.0 Enforcement

Violations of this policy, or any unauthorized use of City technology resources, may result in disciplinary action consistent with the City's personnel procedures and applicable laws.

9.0 Review & Updates

This policy will be reviewed periodically and revised as needed to maintain compliance with Act 848 and future state guidance.

10.0 Approval

Signature: _____

Name: _____

Position: _____

Date: _____

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	2/24/2026	**Submitted By:**	Tracy Billings
Phone:	479-696-0229	**For Department(s):**	Planning
Email:	tbillings@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Public Hearing and Ordinance Vacating a Drainage Easement (VAC25-0031)
Action Recommendation & Justification:	Public Hearing and approval of an Ordinance vacating a Drainage Easement Vacation located at Lot 73 of Providence Village Phase III (VAC25-0031).
Additional Comments for Consideration (Optional):	
Amount for Approval:	$ 0

Budget Impact

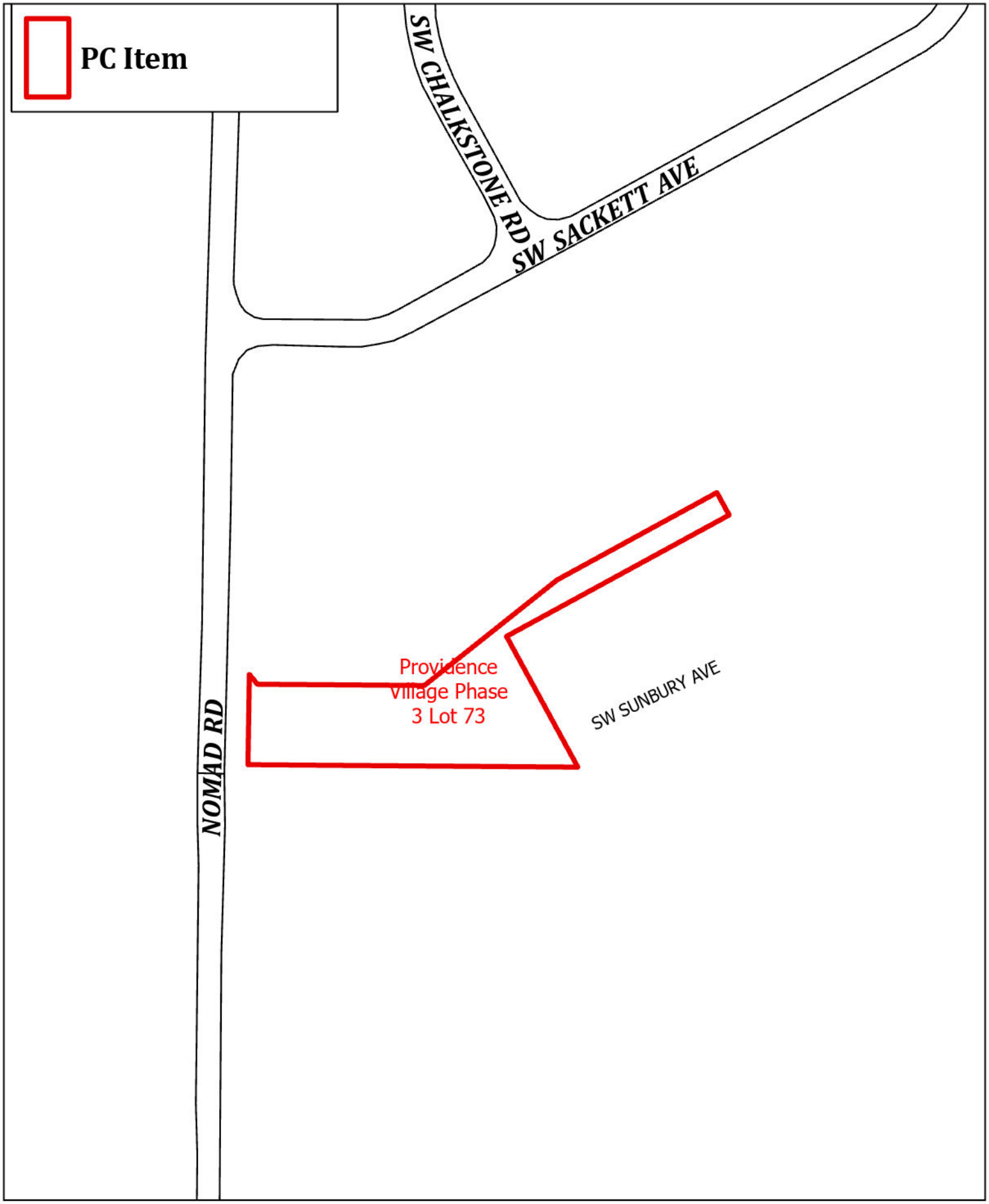
Is this Item Budgeted? ☐ YES ☐ NO ☐ ITEM HAS NO COST ☐ OTHER:_____

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

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

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

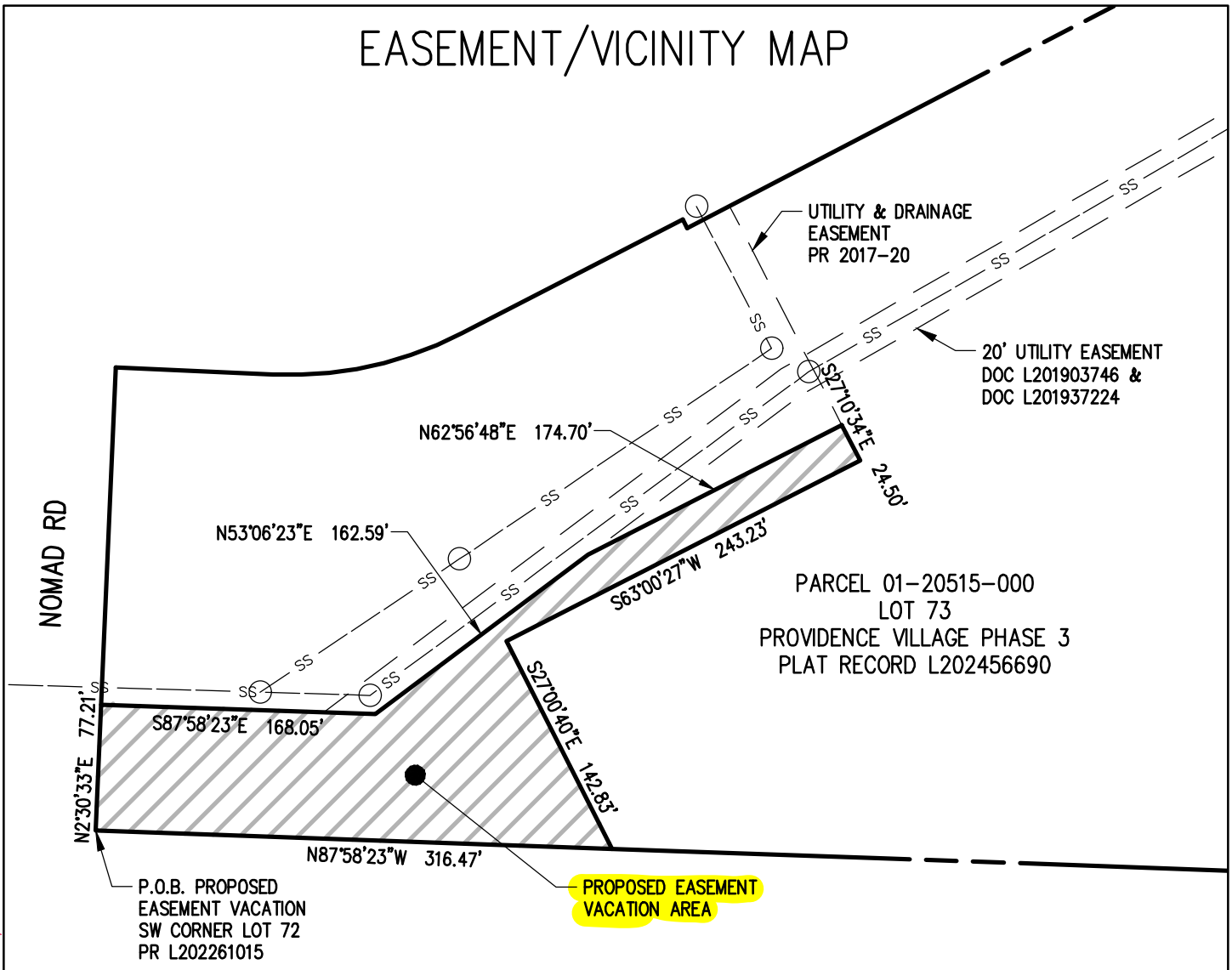
Budget Impact Notes for Consideration (Optional):



N
W E
S

VAC25-0031
PROPOSED DRAINAGE EASEMENT
7434 SW NOMAD RD

EASEMENT/VICINITY MAP



GRAPHIC SCALE IN FEET

100' 0 100'

NOTE:
THIS EASEMENT/VICINITY MAP IS A GRAPHICAL REPRESENTATION OF THE EASEMENT VACATION DESCRIPTION, AND DOES NOT CONSTITUTE A BOUNDARY SURVEY.

PROJECT NO.: 17106304	
DRAWN BY:	DATE: 01/16/2026
SHEET: 1 OF 1	CHECKED:

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

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DRAWING: G:\17106304_PROVIVSUB\INFRASTRUCTURE\SURVEY\DWG\ESMT VAC EXHIBIT.DWG
LAYOUT: ---- , LAST SAVED: KM676, 1/7/2026 8:24:43 AM
LAST PLOTTED BY: KEVIN MONTGOMERY, 1/16/2026 11:14:31 AM ("PLOTTED BY:" VALID ON HARD COPY ONLY)

ORDINANCE NO_____

AN ORDINANCE VACATING A DRAINAGE EASEMENT LOCATED AT LOT 73 OF PROVIDENCE VILLAGE, PHASE III OF THE CITY OF BENTONVILLE, ARKANSAS, BENTON COUNTY ARKANSAS (VAC25-0031)

WHEREAS, a petition was filed with the City Council of the City of Bentonville, Arkansas, by Providence 2016, LLC asking the City Council to vacate a drainage easement located in the City of Bentonville, Benton County, Arkansas, which portion is more particularly described as follows:

PART OF LOT 73 OF PROVIDENCE VILLAGE PHASE III, AS PER PLAT RECORD L202456690 IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF BENTON COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 73, SAID POINT BEING ON THE SOUTH RIGHT-OF-WAY OF NOMAD ROAD;
THENCE ALONG SAID RIGHT-OF-WAY N02°30'33"E 77.21 FEET;
THENCE LEAVING SAID RIGHT-OF-WAY S87°58'23"E 168.05 FEET;
THENCE N53°06'23"E 162.59 FEET;
THENCE N62°56'48"E 174.70 FEET TO THE EAST LINE OF AN UTILITY AND DRAINAGE EASEMENT AS DEDICATED IN PLAT RECORD 2017-20;
THENCE ALONG SAID EAST LINE THE FOLLOWING THREE COURSES:
THENCE S27°10'34"E 24.50 FEET;
THENCE S63°00'27"W 243.23 FEET;
THENCE S27°00'40"E 142.83 FEET TO THE SOUTH LINE OF SAID LOT 73;
THENCE ALONG SAID SOUTH LINE N87°58'23"W 316.47 FEET TO THE POINT OF BEGINNING, CONTAINING 0.72 ACRES, MORE OR LESS AND SUBJECT TO ANY AND ALL EASEMENTS OF RECORD OR FACT.

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 drainage easement.

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 drainage easement designated as follows:
PART OF LOT 73 OF PROVIDENCE VILLAGE PHASE III, AS PER PLAT RECORD L202456690 IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF BENTON COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 73, SAID POINT BEING ON THE SOUTH RIGHT-OF-WAY OF NOMAD ROAD;

THENCE ALONG SAID RIGHT-OF-WAY N02°30'33"E 77.21 FEET;
THENCE LEAVING SAID RIGHT-OF-WAY S87°58'23"E 168.05 FEET;
THENCE N53°06'23"E 162.59 FEET;
THENCE N62°56'48"E 174.70 FEET TO THE EAST LINE OF AN UTILITY AND DRAINAGE EASEMENT AS DEDICATED IN PLAT RECORD 2017-20;
THENCE ALONG SAID EAST LINE THE FOLLOWING THREE COURSES:
THENCE S27°10'34"E 24.50 FEET;
THENCE S63°00'27"W 243.23 FEET;
THENCE S27°00'40"E 142.83 FEET TO THE SOUTH LINE OF SAID LOT 73;
THENCE ALONG SAID SOUTH LINE N87°58'23"W 316.47 FEET TO THE POINT OF BEGINNING, CONTAINING 0.72 ACRES, MORE OR LESS AND SUBJECT TO ANY AND ALL EASEMENTS OF RECORD OR FACT.

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.

Section 3: This Ordinance shall take effect and be in force from and after its passage. 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	**Stephanie Orman, Mayor**
Bentonville, Arkansas	**City of Bentonville, Arkansas**

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	2/24/2026	**Submitted By:**	Tracy Billings
Phone:	479-696-0229	**For Department(s):**	Planning
Email:	tbillings@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Resolution Setting a Public Hearing for a Utility Easement Vacation (VAC26-0001)
Action Recommendation & Justification:	Approve Resolution to set a Public Hearing for March 10, 2026 for a Utility Easement Vacation located at Lot 54 of Kensington Subdivision, Phase 2 (VAC26-0001).
Additional Comments for Consideration (Optional):	
Amount for Approval:	$ 0

Budget Impact

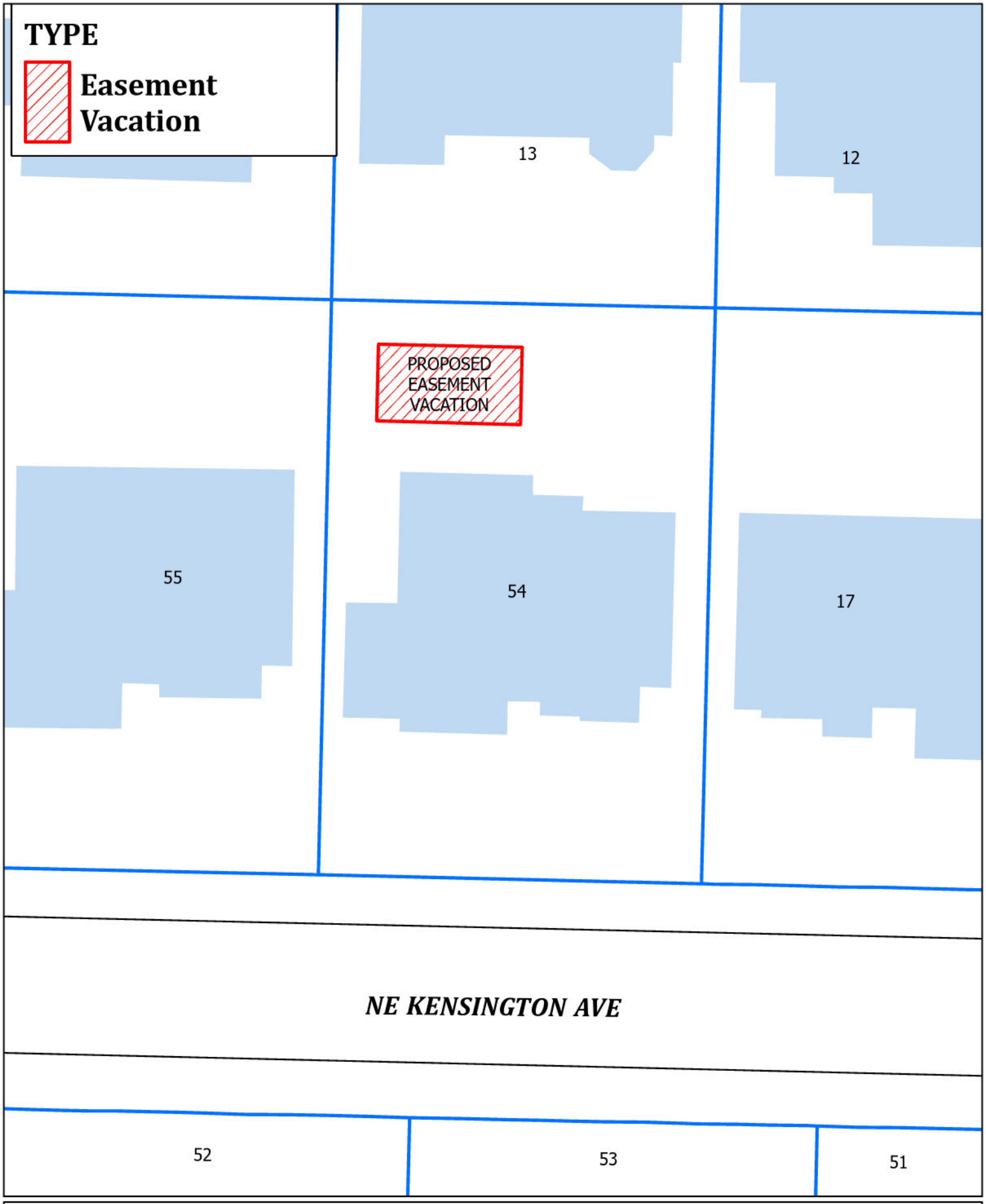
Is this Item Budgeted? ☐ YES ☐ NO ☐ ITEM HAS NO COST ☐ OTHER:_____

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

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

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

Budget Impact Notes for Consideration (Optional):



Proposed Easement Vacation
Jennifer Enssle
3907 NE Kensington Ave

RESOLUTION NO._____

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

WHEREAS, a petition was duly filed with the City Council of Bentonville, Arkansas by Jennifer Enssle requesting a utility easement vacation (VAC26-0001) within the City of Bentonville, Arkansas be vacated, which said utility easement is described as follows:

A PART OF LOT NUMBERED FIFTY-FOUR (54), KENSINGTON SUBDIVISION, PHASE 2, TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT RECORD 2002, AT PAGE 157, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT FIFTY-FOUR (54), SAID POINT BEING AN EXISTING IRON REBAR; THENCE S87'05'33"E 10.00 FEET ALONG THE NORTH LINE OF SAID LOT FIFTY-FOUR (54) TO A POINT; THENCE LEAVING THE NORTH POINT OF SAID LOT FIFTY-FOUR (54), S02'58'17"W 9.00 FEET TO THE TRUE POINT OF BEGINNING, THENCE S87'05'33"E 30.00 FEET TO A POINT; THENCE S02'58'17" 16.00 FEET TO A POINT ON THE SOUTH LINE OF AN EXISTING TWENTY-FIVE (25) FOOT WIDE UTILITY EASEMENT AND BUILDING SETBACK LINE; THENCE N87'05'33"W 30.00 FEET TO A POINT, THENCE LEAVING THE SOUTH LINE OF SAID TWENTY-FIVE (25) FOOT WIDE UTILITY/DRAINAGE EASEMENT AND BUILDING SETBACK LINE, N02'58'58'17"E 16.00 FEET TO THE POINT OF BEGINNING, CONTAINING 480 SQUARE FEET, MORE OR LESS.

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

NOW, THEREFORE, BE IT RESOLVED, by the City of Bentonville, Arkansas, that the petition to close the above described utility easement is set for a hearing March 10, 2026 at 6:00 p.m. in the City Council Chambers of the City of Bentonville, Arkansas, and the Bentonville City Clerk and Recorder is directed to give notice of this meeting by publication as set forth by Ark. Code Ann. Section 14-301-302(c).

The above and foregoing resolution was passed, approved, and adopted the _____ day of _____ 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

Council Meeting Date:	2/24/2026	**Submitted By:**	Tracy Billings
Phone:	479-696-0229	**For Department(s):**	Planning
Email:	tbillings@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Resolution Setting a Public Hearing for a Utility Easement Vacation (VAC26-0003)
Action Recommendation & Justification:	Approve a Resolution to set a Public Hearing for March 10, 2026 for a Utility Easement Vacation located at Lot 209 of the Original City of Bentonville per Subdivision Plat Inst# L201810373/L202358920 (VAC26-0003).
Additional Comments for Consideration (Optional):	
Amount for Approval:	$ 0

Budget Impact

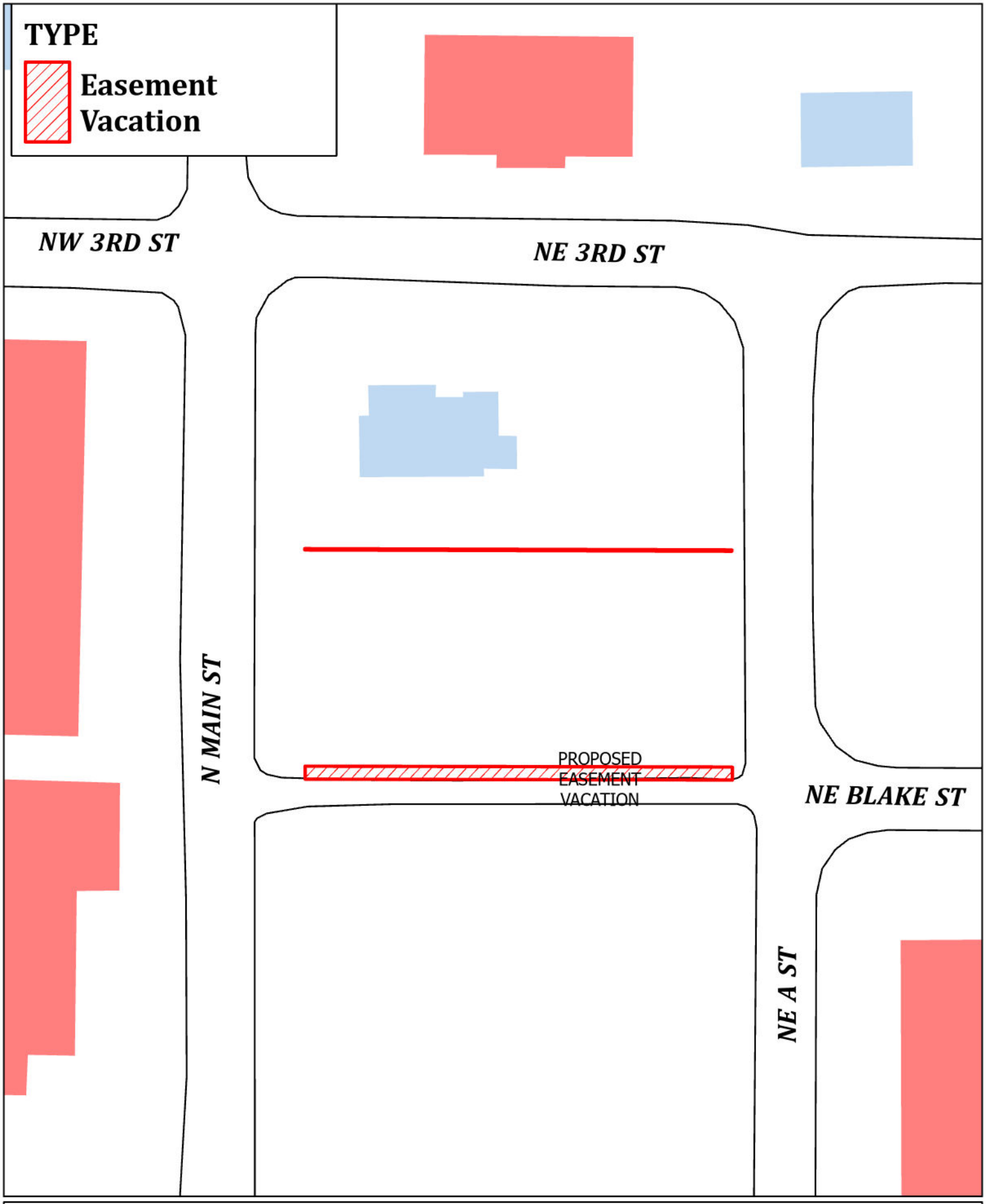
Is this Item Budgeted? ☐ YES ☐ NO ☐ ITEM HAS NO COST ☐ OTHER:_____

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

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

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

Budget Impact Notes for Consideration (Optional):



VAC26-0003
Proposed Easement Vacation
216 AND 220 NORTH MAIN LLC

RESOLUTION NO._____

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

WHEREAS, a petition was duly filed with the City Council of Bentonville, Arkansas by 216 and 220 North Main LLC requesting a utility easement vacation (VAC26-0003) within the City of Bentonville, Arkansas be vacated, which said utility easement is described as follows:

5' Utility Easement Vacation Description
A part of Lot 209 of the Original City of Bentonville per Subdivision Plat Inst. #L201810373 L202358920 in the public records of Benton County, Arkansas, also being the remainder of a 20-foot utility easement per Deed Inst. #L202358920 in the public records of Benton County, Arkansas, and being described by metes and bounds as follows:
BEGINNING at a found 3/4-inch pipe found at the Southwest Corner of said Lot 209;
THENCE along the West Line of said Lot 209 North 01°20'57" East, 5.00 feet to a point;
THENCE leaving said West Line South 88°17'13" East, 164.82 feet to a point on the East Line of said Lot 209;
THENCE along said East Line, South 01°19'48" West, 5.00 feet to the Southeast Corner of said Lot 209;
THENCE along the South Line of said Lot 209 North 88°17'13" West, 164.82 feet returning to the POINT OF BEGINNING containing **824** square feet or **0.02** acres, more or less.
0.5' Utility Easement Vacation Description
A part of Lot 209 of the Original City of Bentonville per Subdivision Plat Inst. #L201810373 in the public records of Benton County, Arkansas, also being the remainder of a 7.5 ft utility easement per Deed Inst. #L202358920 in the public records of Benton County, Arkansas and being described by metes and bounds as follows:
BEGINNING at a found 5/8-inch rebar found at the Northwest Corner of said Lot 209;
THENCE along the North Line of said Lot 209 South 88°13'52" East, 164.79 feet to a 5/8-inch rebar found at the Northeast Corner of said Lot 209;
THENCE along the East Line South 01°19'48" West, 0.50 feet to a point;
THENCE leaving said East Line North 88°13'52" West, 164.79 feet to a point on the West Line of said Lot 209;
THENCE along said West Line North 01°20'57" East, 0.50 feet returning to the POINT OF BEGINNING containing **82** square feet, more or less.

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

NOW, THEREFORE, BE IT RESOLVED, by the City of Bentonville, Arkansas, that the petition to close the above described utility easement is set for a hearing March 10, 2026 at 6:00 p.m. in the City Council Chambers of the City of Bentonville, Arkansas, and the Bentonville City Clerk and Recorder is directed to give notice of this meeting by publication as set forth by Ark. Code Ann. Section 14-301-302(c).

The above and foregoing resolution was passed, approved, and adopted the _____ day of _____ 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

Council Meeting Date:	2/24/2026	**Submitted By:**	Tracy Billings
Phone:	479-696-0229	**For Department(s):**	Planning
Email:	tbillings@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Resolution Setting a Public Hearing for an Alley Right of Way Vacation (VAC26-0006)
Action Recommendation & Justification:	Approve Resolution to set a Public Hearing for March 10, 2026 for an Alley Right of Way Vacation located between Lot 209 and Lot 76 of the Original City of Bentonville per Subdivision Plat Inst# L201810373 (VAC26-0006).
Additional Comments for Consideration (Optional):	
Amount for Approval:	$ 0

Budget Impact

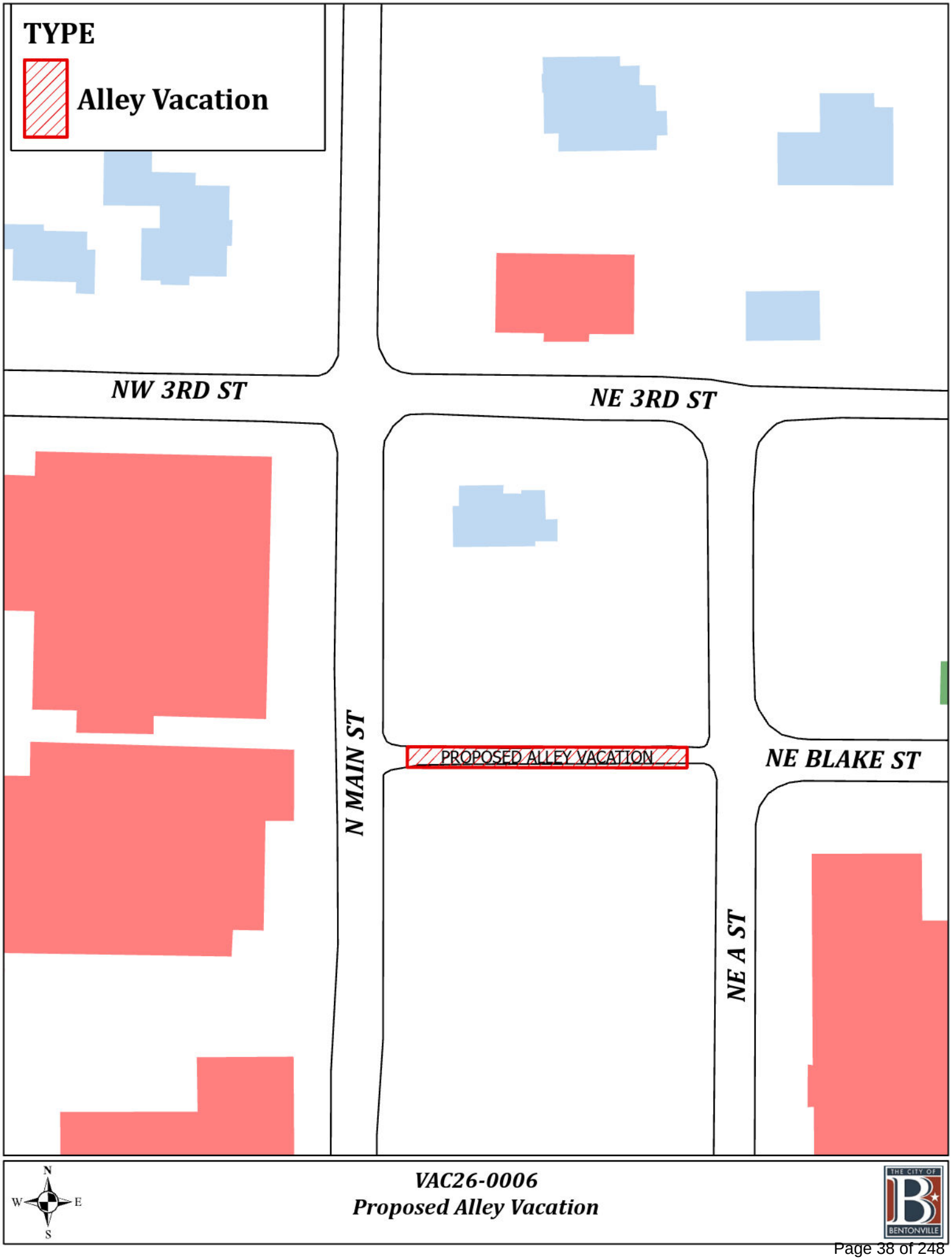
Is this Item Budgeted? ☐ YES ☐ NO ☐ ITEM HAS NO COST ☐ OTHER:_____

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

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

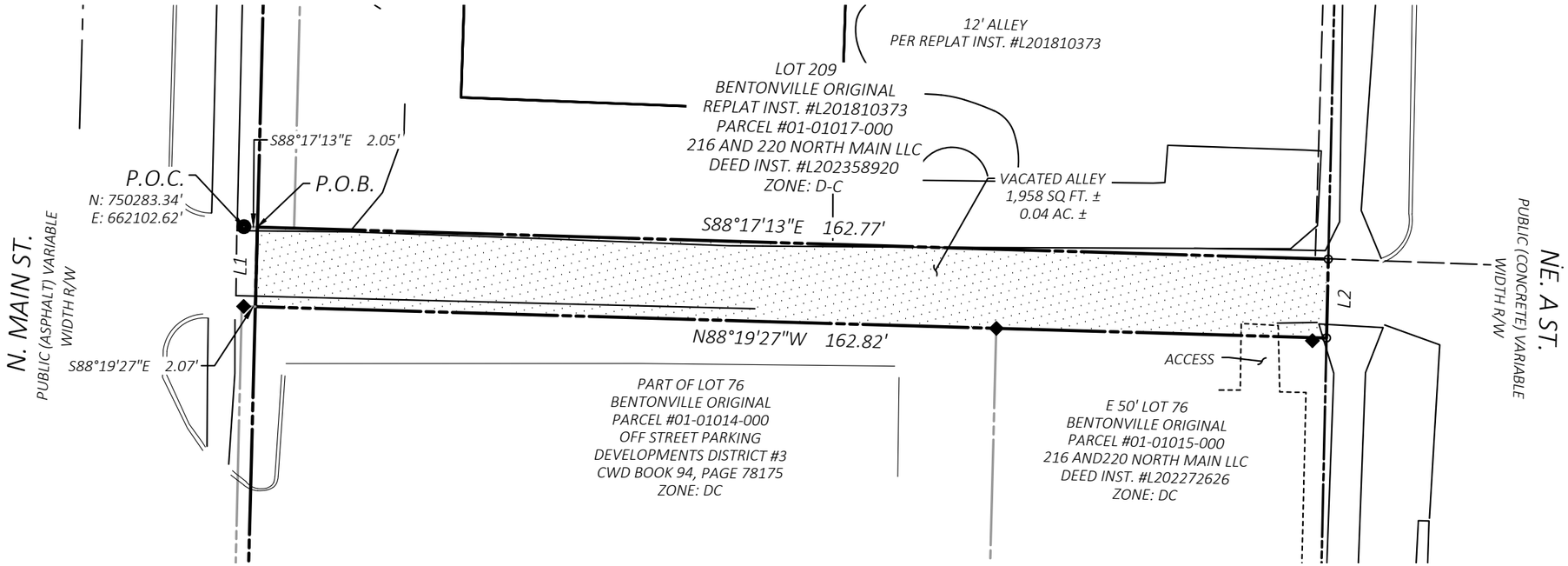
Fund(s) Impacted (check all that apply) ☐ General Fund ☐ Utility Fund ☐ Street Fund ☐ Other(s):_____

Budget Impact Notes for Consideration (Optional):



VAC26-0006
Proposed Alley Vacation

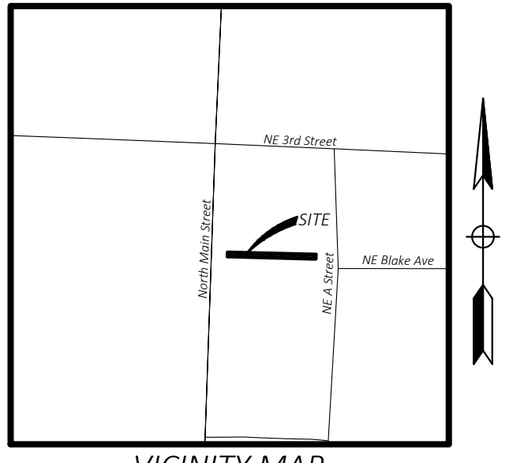
Docusign Envelope ID: 4A5B1DD7-C87D-4B2E-98FE-097AF462F441



Property Line Table		
Line #	Direction	Length
L1	N01°29'22"E	12.08'
L2	S01°16'19"W	11.97'

NOTE:

It is to be understood that this sketch is descriptive only of the size, shape and location of the easement and does not constitute a plat or survey of the Grantors' property.



VICINITY MAP

NOT TO SCALE

Latitude: 36°22'28"N
Longitude: 94°12'30"W

Legend

- Boundary Line
- Adjoining Boundary Line
- Found Rebar Monument
- Found Pipe (3/4-Inch)
- Bearing & Distance Change
- Vacated Right-Of-Way (R/W)

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

Alley Vacation Exhibit
N. Main St. and NE A St.

72712
City of Bentonville, Benton County, Arkansas

PROFESSIONAL OF RECORD	----
DESIGNER	EPL
FIELD WORK	KDM
CEI PROJECT NUMBER	33833
DATE	1/8/2026
REVISION	REV-0

Exhibit

SHEET TITLE

SHEET NUMBER

1 OF 1

DRAWING LOCATION - \\PANZURA.CEILB.COM\SURVEY\33000\33833\DRAWINGS\SURVEY\WORKING\33833TOPO SMOOTH 2.DWG -- SAVED BY - WPIERSON

© 2026 CEI ENGINEERING ASSOCIATES, INC.

RESOLUTION NO._____

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

WHEREAS, a petition was duly filed with the City Council of Bentonville, Arkansas by 216 and 220 North Main LLC requesting a utility easement vacation (VAC26-0006) within the City of Bentonville, Arkansas be vacated, which said alley right of way easement is described as follows:

L201810373 ALLEY VACATION
A tract of land located in Section 30, Township 20 North, Range 30 West, also being the alley depicted in plat instrument #L201810373 in the public records of Benton County, Arkansas, and being described by metes and bounds as follows:

BEGINNING 2.05 feet South 87°17’13” East from a found 3/4-inch pipe also being the Southwest Corner of the Right-of-Way dedication per plat instrument #L201810373;
THENCE South 88°17'13" East, 162.77 feet to the Southeast Corner of Lot 209 of the Bentonville Original subdivision per Plat Instrument #L201810373;
THENCE South 01°16'19" West, 11.97 feet to Northeast Corner of the East 50’ of Lot 76 of the Bentonville Original Subdivision;
THENCE North 88°19'27" West, 162.82 feet;
THENCE North 01°29'22" East, 12.08 feet to the POINT OF BEGINNING, containing 1,958 square feet or 0.04 acres, more or less.

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

NOW, THEREFORE, BE IT RESOLVED, by the City of Bentonville, Arkansas, that the petition to close the above described utility easement is set for a hearing March 10, 2026 at 6:00 p.m. in the City Council Chambers of the City of Bentonville, Arkansas, and the Bentonville City Clerk and Recorder is directed to give notice of this meeting by publication as set forth by Ark. Code Ann. Section 14-301-302(c).

The above and foregoing resolution was passed, approved, and adopted the _____ day of _____ 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

Council Meeting Date:	2/24/2026	**Submitted By:**	Tracy Billings
Phone:	479-696-0229	**For Department(s):**	Planning
Email:	tbillings@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Resolution Setting a Public Hearing for a Utility Easement Vacation (VAC26-0008)
Action Recommendation & Justification:	Approve Resolution to set a Public Hearing for March 10, 2026 for a Utility Easement Vacation located on Parcel 18-07510-000 per filed record 2/2/83, Book 596, Page593 (VAC26-0008).
Additional Comments for Consideration (Optional):	
Amount for Approval:	$ 0

Budget Impact

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

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

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

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

Budget Impact Notes for Consideration (Optional):

N
W E
S

VAC26-0008

THE CITY OF BENTONVILLE

RESOLUTION NO._____

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

WHEREAS, a petition was duly filed with the City Council of Bentonville, Arkansas by Jacs Cattle Ranch LLC requesting a utility easement vacation (VAC26-0008) within the City of Bentonville, Arkansas be vacated, which said utility easement is described as follows:

A utility easement to the City of Bentonville, Benton County, Arkansas filed of record in the office of the Clerk and Recorder of Benton County, Arkansas on February 2, 1983 in Book 596 at Page 593, which portion is more particularly described as follows

> A permanent easement 20 feet in width being 10 feet each side of a centerline more particularly described as follows: Beginning at a point in a north-south fence line that is 25 feet south more or less from the northwest corner of the NE1/4 of the NW1/4 of said Section 20; thence south 66° 26' east 108 feet; thence south 78° 24' east 373 feet; thence south 60° 44' east 471 feet; thence south 80° 38' east 189 feet; thence south 71° 30' east 187 feet; thence south 46° 28' east 108 feet; thence north 81° 56' east 203 feet; thence south 82° 53' east 223 feet; thence north 88° 32' east 183 feet; thence north 53° 35' east 116 feet; thence north 89° 25' east 100 feet; thence south 64° 32' east 359 feet; thence south 11° 36' east 233 feet to a point in the center of "J" Street NE that is south 990 feet and west 250 feet more or less from the northeast corner of the NW1/4 of the NE1/4 of said Section 20, except that portion of permanent easement which lies in the right of way of "J" Street NE, a county road.
> The centerline of the above-described Existing Easement is further described as being the centerline of the first sewer line as constructed.

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

NOW, THEREFORE, BE IT RESOLVED, by the City of Bentonville, Arkansas, that the petition to close the above described utility easement is set for a hearing March 10, 2026 at 6:00 p.m. in the City Council Chambers of the City of Bentonville, Arkansas, and the Bentonville City Clerk and Recorder is directed to give notice of this meeting by publication as set forth by Ark. Code Ann. Section 14-301-302(c).

The above and foregoing resolution was passed, approved, and adopted the _____ day of _____ 2026 at a regular meeting of the City Council of the City of Bentonville, Arkansas.

_____	_____
Malorie Marrs, City Clerk	**Stephanie Orman, Mayor**
Bentonville, Arkansas	**City of Bentonville, Arkansas**

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	2/24/2026	**Submitted By:**	Creek Wenger
Phone:	479-253-5715	**For Department(s):**	Parks and Recreation
Email:	cwenger@bentonvillear.com		

Item Type (Check all that apply)

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

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

☐ Ordinance ☑ Resolution ☐ Informational

Title, Recommendation & Justification

Title:	Resolution to Purchase a Kubota U17 Mini Excavator and Attachments
Action Recommendation & Justification:	A Resolution authorizing the Mayor and Clerk to enter into a purchasing agreement for a new U17 mini excavator and attachments for the Parks Maintenance team from Springdale Tractor Company, in the amount of $48,482.87. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	This is a 2026 budgeted item. The acquisition of the new compact mini excavator is essential to supporting continued innovation and improving the efficiency of job completion. This investment will provide our team with modern, reliable equipment, enabling them to perform their work more safely and effectively. Purchased through the Sourcewell Contract ID #112624-KBA which complies with the City's purchasing policy.
Amount for Approval:	**$** 48,482.87

Budget Impact

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

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

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

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

Budget Impact Notes for Consideration (Optional):

Memo

To: City Council, Mayor Orman

Thru: David Wright, Parks and Recreation Director

From: Creek Wenger, Parks Maintenance Manager

Date: January 29, 2026

Re: A resolution authorizing the Mayor and Clerk to enter into a purchasing agreement for a new U17 mini excavator and attachments for the Parks Maintenance team from Springdale Tractor Company through the Sourcewell Contract ID #112624-KBA, in the amount of $48,482.87.

A resolution authorizing the Mayor and Clerk to enter into a purchasing agreement for a new U17 mini excavator and attachments for the Parks Maintenance team from Springdale Tractor Company through the Sourcewell Contract ID #112624-KBA, in the amount of $48,482.87.

Please note that this is a 2026 budgeted item. The acquisition of the compact mini excavator is essential to supporting continued innovation and improving the efficiency of job completion. This investment will provide our team with modern, reliable equipment, enabling them to perform their work more safely and effectively. This unit will enable our teams to access harder to reach areas like trails and playgrounds to make repairs and improvements.

For any questions, please contact Creek Wenger at cwenger@bentonvillear.com

MEMORANDUM

PURCHASING AND COMPLIANCE DEPARTMENT

TO: ADMINISTRATION

FROM: Tanya Moore, Purchasing Agent, Purchasing and Compliance Department

DATE: February 19, 2026

SUBJECT: Waiver of Bid, Parks and Recreation Department Kubota Excavator

---

The Purchasing and Compliance Department has reviewed the documentation provided by the Parks and Recreation Department for the purchase of 1 (one) Kubota Mini Excavator from Springdale Tractor Company, under Sourcewell Contract #112624-KBA. The total cost of purchase is $48,482.87 (budgeted item). Pricing and discounts applied comply with Sourcewell contract referenced.

Based on the review of contract documentation, pricing verification, and cooperative purchasing compliance, the Purchasing and Compliance Department confirms that the request complies with the City of Bentonville's Purchasing Policy, Section 4.6, for Cooperative Purchases Meeting or Exceeding the Council Threshold.

Please feel free to contact me with any questions.

Tanya Moore
Purchasing Agent
(479) 271-3115
Tmoore@bentonvillear.com

Sourcewell
Ground Maintenance, CE, Utility Tractors, Mowers, RTV's - 112624-KBA
Ag Tractors with Related Attachments - 082923-KBA
NJPA Arkansas 4600041718
Nebraska 14777 (OC)
Mississippi 8200067336

U17-5 WEB QUOTE #2930049
Date: 12/18/2025 7:10:57 AM
-- Customer Information --
Hutchisojn, Jimmy
93163
Bentonville Parks & Recreation
jhutchison@bentonvillear.com
4797903321

Quote Provided By
SPRINGDALE TRACTOR
Todd Sweat
6160 W SUNSET AVE
SPRINGDALE, AR 72762
email: todd.sweat@kubotacenter.com
phone: 4792284528

-- Standard Features --

Kubota

K Series U17-5

* * * EQUIPMENT IN STANDARD MACHINE * * *

FEATURES
Zero Tail Swing
Short Pitch Rubber Tracks
ROPS/OPG (Top Guard, Level 1) 4 Post Canopy
Variable Width Track Frame
Kubota 3 Hydraulic Pump Design
1 Gear, 2 Variable Displacement Pumps
Hydraulic Joystick Controls with Wrist Rests
Two Operating Pattern Selection System
Standard Front Dozer Blade with Extensions
360 Degree Full Rotation
65 degree Left and 58 degree Right Boom Swing Angle
7.3 GPM Auxiliary Hydraulics Port
Five Second Quick Preheat System
Key Switch Stop System
Self Bleed Fuel System
Two Speed Travel
AUX Diverter Valve (Standard)
Thumb Bracket (Standard)
Telematics - Factory Installed Wire Harness

DIMENSIONS AND OPERATING WEIGHT
U17-5, Rubber Tracks, 4-Post ROPS/OPG (Top Guard, Level 1)
Overall Length 11' 7.7"
Overall Width 3' 3" ~ 4' 3"
Overall Height 7' 9.3"
Operating Weight* 3902 lbs.
Ground Clearance 6.1"

*Includes operator's weight of 165 lbs.

ENGINE
Kubota D902-E4-BH-6EU Tier 4 Final Diesel Engine
3 Cylinder, 4 Cycle
16.1 Gross HP (SAE J1995) @ 2300 RPM
15.1 Net HP (SAE J1349) @ 2300 RPM

OPERATIONAL DIMENSIONS
Max Digging Depth 7' 7"
Max Digging Radius @ Ground Level 12' 7"
Max Vertical Digging Depth 6' 3"
Max Dumping Height 8' 1.2"

DOZER BLADE DIMENSIONS
Width 3' 3" / 4' 3"
Height 10.1"
Lift Above Ground 11.0"
Drop Below Ground 7.5"

PERFORMANCE
Digging Force @ Bucket (K7970) 3417 lbs.
Digging Force @ Dipper Arm 1918 lbs.
Travel Speed (Low) 1.4 mph
Travel Speed (High) 2.7 mph
Climbing Ability 36% / 20°
Lift Capacity 820 lbs.
Over End
Blade Grounded
2.0 ft Load Point Height
8.0 ft Load radius

-- Custom Options --

U17-5 Base Price:	$36,815.00
Selected Kubota Attachments	
(1) 12" QA TRENCHING BUCKET K7968A-12" QA TRENCHING BUCKET	$820.00
(1) QUICK COUPLER K7966A-QUICK COUPLER	$1,226.00
(1) U17-5 HYD THUMB KIT K7911-U17-5 HYD THUMB KIT	$1,748.00
Total Kubota Attachments:	$3,794.00
Total Attachments:	$3,794.00
Configured Price:	$40,609.00
Sourcewell Discounts:	
Kubota Items:	($9,746.16)
Total Discount:	($9,746.16)
SUBTOTAL:	$30,862.84
2Yr U17-5 Extended Warranty	$1,350.00
Kubota Item Fees:	
Dealer Assembly:	$220.00
Freight Cost:	$493.75
PDI:	$400.00
Total Unit Price:	$33,326.59
Quantity Ordered:	1
Final Sales Price:	$33,326.59

Purchase Order Must Reflect Final Sales Price.

To order, place your Purchase Order directly with the quoting dealer

***All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price.** All specifications and prices are subject to change. Taxes are not included. The PDI fees and freight for attachments and accessories quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 60 days from the date shown on the quote. All equipment as quoted is subject to availability.

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107.154.186.27

Springdale Tractor
6160 W Sunset Avenue
Springdale, AR 72762
(479) 361-2518
kubotacenter.com

Ship To: Bentonville Parks & Recreation

Invoice To: Bentonville Parks & Recreation
401 NE Moberly Lane
Bentonville AR 72712

Branch		
01 - SPRINGDALE		
Date: 01/28/2026	Time: 14:03:20 (O)	Page: 1
Account No: BENTO032	Phone No: 7857662988	Est No: 01 Q28275
Ship Via:	Purchase Order:	
Tax ID No:		
Todd Sweat	Salesperson: TS	

EQUIPMENT ESTIMATE - NOT AN INVOICE

Description	** Q U O T E **	EXPIRY DATE: 02/21/2026	Amount
********** Source Contract # 93163 **********			
Stock #: ?	Serial #:		7950.00
Indeco HB200 Hammer for U17			
Stock #: ?	Serial #:		1800.00
18" FROST RIPPER KUBOTA KX018/U17 AD156 TOOTH			
Stock #: ?	Serial #:		1200.00
5" MICRO TRENCHING BUCKET KUBOTA KX018/U17 DEPTH: 15" CAPACITY: 0.3 CU FT			

Subtotal:	10950.00
AR STATE TAX:	711.75
SPRINGDALE City:	219.00
WASHINGTON County:	136.88
Quote Total:	12017.63

Authorization: _____

Thank You for your business!

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH SPRINGDALE TRACTOR COMPANY, IN THE AMOUNT OF FORTY-EIGHT THOUSAND FOUR HUNDRED EIGHTY-TWO DOLLARS AND EIGHTY-SEVEN CENTS ($48,482.87), FOR A U17 MINI EXCAVATOR AND ATTACHMENTS FOR PARKS MAINTENANCE; AND FOR OTHER PURPOSES.

WHEREAS, Springdale Tractor Supply was selected through a cooperative purchasing agreement Sourcewell Contract ID #112624-KBA;

WHEREAS, this complies with the City's Purchasing Policy; and

WHEREAS, this is a 2026 budgeted item.

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

Section 1: The Mayor and City Clerk are authorized to enter into an agreement with Springdale Tractor Company, in the amount of forty-eight thousand four hundred eighty-two dollars and eighty-seven cents ($48,482.87), for one (1) U17 mini excavator for Parks and Recreation maintenance;

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

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

PASSED AND APPROVED this_____ day of _____, 2026.

APPROVED:

_____
Stephanie Orman, MAYOR

ATTEST:

_____
Malorie Marrs, CITY CLERK

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	2/24/2026	**Submitted By:**	David Wright
Phone:	479.841.8726	**For Department(s):**	Parks and Recreation
Email:	dwright@bentonvillear.com		

Item Type (Check all that apply)

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

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

☐ Ordinance ☑ Resolution ☐ Informational

Title, Recommendation & Justification

Title:	Resolution Authorizing an Amended Design Agreement for Phillips Park - North Phase
Action Recommendation & Justification:	A Change Order authorizing the Mayor and Clerk to enter into an amended design agreement, in the amount of $224,000.00 with Crafton Tull for design of Phase II of Phillips Park. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	This phase includes parking lot, green space, inclusive play area and park entry. Crafton Tull was selected by a Professional Selection Committee via RFQ 21-28. This project is funded by the bond.
Amount for Approval:	**$** 224,000.00

Budget Impact

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

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

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

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

Budget Impact Notes for Consideration (Optional):

Memo

To: Mayor Orman and City Council
From: David Wright, Parks and Recreation Director
Date: February 10, 2026
Re: Phillips Park – North Phase Design

Parks and Recreation staff request City Council approval of an amended design contract with Crafton Tull for the next phase of Phillips Park.

Late last year, Parks and Recreation was very proud to open the first phase of Phillips Park. This long-awaited project has been in the plan for almost twenty (20) years. Our young residents deserved this upgrade, and the new facility is already well loved.

This next phase will include the removal of current Field 2 and will construct a new parking lot, batting cages, park entry, greenspace and an inclusive playground. The greenspace and playground are being designed as such to be used not only as part of the ballpark, but by neighboring residents as well. This area will have the ability to serve as a neighborhood park in addition to complimenting the ballpark.

Our hope is to work with Crafton Tull to design this project and bid the project sometime within the next year. While our hope is to be able to fund each of these amenities, we may have to adjust based on available funding. Nonetheless, we know the mass grading, entry feature and parking lot should be done as soon as possible. We will work hard to make each of these occur with this next phase.

If you have any questions, regarding this item, please contact me at 479.271.6813, or email dwright@bentonvillear.com.

Attachments:
Design Agreement
Concept Park Design

PROFESSIONAL SERVICES AGREEMENT

PROJECT NAME: Phillips Park Phase 2– North Amenities ("PROJECT")

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

The PARTIES have caused this AGREEMENT to be effective this ____day of _____, 20___ ("EFFECTIVE DATE").

RECITALS:

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

B. WHEREAS, The CITY has selected the ENGINEER and negotiated this AGREEMENT using the procedures as set forth in Ark. Code Ann. § 19-11-800; and

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

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

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

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

ARTICLE I - PROJECT DESCRIPTION

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

ARTICLE II - SCOPE OF SERVICE

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

ARTICLE III - STANDARD OF CARE

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

ARTICLE IV - ADDITIONAL SERVICES

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

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

ARTICLE V - SCHEDULE OF FEES, SERVICES AND PAYMENT

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

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

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

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

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

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

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

ARTICLE VI - INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VII - RIGHT OF ACCESS

A. CITY will obtain and/or furnish right-of-access for ENGINEER to perform any required studies, surveys, tests or other necessary investigations in relation to the PROJECT.

B. ENGINEER will take reasonable precautions to minimize damage to the personal or real property in the performance of such surveys, tests, studies and investigations.

C. CITY recognizes that ENGINEER's operations and use of equipment may unavoidably alter existing conditions or affect the environment at the PROJECT site. The cost of repairing such damage shall be the responsibility of ENGINEER, at no additional cost to the CITY. In the event that ENGINEER fails to correct such damages, CITY is entitled to utilize CITY forces or other labor to repair the damage; any costs incurred by CITY for such work shall be deducted from the monies due to ENGINEER.

ARTICLE VIII - RECORDS AND RETENTION

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

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

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

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

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

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

ARTICLE IX - SAFETY

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

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

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

ARTICLE X - TERMINATION

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

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

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

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

ARTICLE XI - INDEMNIFICATION

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

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

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

ARTICLE XII - CONTINGENCY CLAUSE

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

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

ARTICLE XIII - RELATIONSHIP OF THE PARTIES

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

ARTICLE XIV - DISPUTE RESOLUTION

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

ARTICLE XV - OPINIONS OF PROBABLE COST

A. Since the ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over methods of determining prices, or over competitive bidding or market conditions, the ENGINEER's estimates of PROJECT costs and construction costs provided for herein are to be made on the basis of the ENGINEER's experience and qualifications and represent the ENGINEER's judgement in accordance with the "Standard of Care". The ENGINEER cannot and does not guarantee that proposals, bids or actual PROJECT or construction costs will not vary from estimates prepared by the ENGINEER.

B. The CITY understands that the construction cost estimates developed by the ENGINEER do not establish a limit for construction contract amount. If the actual amount of the low construction bid exceeds the construction budget established by the CITY, the ENGINEER will not be required to re-design the PROJECT or any part thereof without additional compensation.

ARTICLE XVI - APPLICABLE LAWS

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

ARTICLE XVII - PRECEDENCE

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

ARTICLE XVIII - SEVERABILITY

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

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

ARTICLE XIX - SURVIVAL OF OBLIGATIONS

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

ARTICLE XIX – ENTIRE AGREEMENT

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

The cost of this AGREEMENT including all reimbursable expenses as described in the FEES AND SCHEDULE, **shall not exceed** Two Hundred Twenty Four Thousand Dollars, and Zero Cents ($224,000.00) , unless otherwise approved by the CITY through an official AMENDMENT agreed and executed by CITY and ENGINEER.

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

CITY OF BENTONVILLE	**CRAFTON, TULL & ASSOC., INC.**
CITY	ENGINEER
	[redacted]
BY: Stephanie Orman	BY: Ali Karr, P.E.
MAYOR	**VICE PRESIDENT**
TITLE	TITLE
	11.18.2025
DATE SIGNED	DATE SIGNED

APPENDIX A
PROJECT DESCRIPTION

BASIC PROJECT INFORMATION:

Construct of what is now described as Phase 3 of the overall and most recent Phillips Park Master Plan involving an area of +/- 9 acres of the total 50 acre site.

This project will add additional parking facilities, batting cages, pad construction for future playground, food truck court with associated seating and gathering areas, sidewalks, lighting, site furnishings and tree plantings.

See attached Exhibit C1 Project Area and Exhibit C2 Survey Limits indicating the area of the project limits and the locations of the amenities mentioned above within this scope of work.

APPENDIX B

SCOPE OF SERVICES

SERVICES BY THE CITY

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

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

SERVICES BY THE ENGINEER

- Meet all requirements of the AGREEMENT including any AMENDMENTS.
- Produce all documents and services needed for the PROJECT, including but not limited to:

  Topographical surveys, Utility Surveys and Coordination, Geotechnical Investigations, Electrical Engineering, Environmental Delineation and Report, Drainage Analysis, Conceptual Design, Final Design, and Bidding Services.
- All Design and Construction shall conform to Federal, State and Local regulations.
- Coordinate PROJECT with Franchise Utility Companies to assure adequate space for all facilities and timely relocations.
- Coordinate and Furnish approvals and permits from all Regulatory Agencies having jurisdiction over the PROJECT.
- Provide all services relevant to City of Bentonville Plan Review procedures.
- Coordinate and facilitate meetings with CITY and Agencies for plan review and project coordination.
- Subcontracting of services by the ENGINEER shall have prior approval of the CITY.
- See attached Exhibits A-1 thru A-6 for additional detailed information regarding project scope and the Geotechnical Subconsultant chosen to perform the initial investigation of the "Project Site". Also included is the Electrical Engineering Subconsultant chosen to perform the electrical design for all exterior site lighting.

APPENDIX C

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

Tasks performed shall be paid to the ENGINEER on a lump sum bases. These amounts include compensation for Engineer's Basic Services. The Lump Sum noted herein accounts for labor, overhead, and profit. The portion of the compensation amount billed monthly for Engineer's Services will be based upon Engineer's estimate of the percentage of the total Services actually completed during the billing period. See attached Exhibit B for detailed hour rate information. Major tasks with lump sum fees are shown below. Overruns and underruns associated with each task may offset one another as long as the overall fee is not exceeded.

TASK	**DURATION**	**FEE**
Topographic & Land Surveying	2 months	$ 10,000
Environmental Studies & Permitting	2 months	$ 3,625
Civil Engineering	8 months	$150,000
Landscape Architecture	8 month	$ 30,000
Subconsultants (Geotech.)	2 months	$ 8,924*
Subconsultants (Elec. Eng.)	2 months	$ 16,100*
Reimbursables		$ 5,351
NOT-TO-EXCEED FEE TOTAL		**$224,000**

*NOTE:

The Engineer shall subcontract with other consultants to complete the services on the Project. The cost for such subconsultants shall be invoiced as shown above. These Lump Sum fees are listed with a cost multiplier of 1.15 the cost of the consultant to perform the work. Any reimbursable expenses incurred by these subconsultants shall be covered under the reimbursables line item listed above. The Owner shall have the opportunity to approve the use of such subconsultants prior the Engineer engaging their services.

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

- Construction Administration
- Construction Inspection
- Construction Staking
- Traffic study
- ROW procurement
- Retaining wall design
- Offsite utility or street extensions

Exhibit "A-1"
Scope of Basic Services For:

Project:	Topographic Survey of Portions of Parcels 01-20519-000 and 01-20519-001.
Client:	City of Bentonville Parks and Recreation
Location of Project:	3107 SE C Street, Bentonville, AR 72712
Discipline:	*Surveying*
Discipline Manager:	James Montgomery
Project Manager:	Ali Karr, P.E.
Proposal Date:	November 17, 2025
Billing Type:	Lump Sum Basis and Hourly Rate plus reimbursable expenses (estimated: $200)
Fee:	Topographic Survey for Design: $8,000 Tree Survey (Lump Sum): $2,000 TOTAL $10,000
Description of the Construction Project:	• We will provide a Topographic Design Survey in accordance with the Standards of Practice No. 1 - Arkansas Standards of Practice for Property Boundary Surveys and Plats Standards of Practice | Division of Land Surveys (arkansas.gov) for Parcels 01-20519-000 and 01-20519-001 in Bentonville, AR. as shown on Exhibit "C" to support engineering design purposes. • Locate all trees with a DBH of 8" or larger within the topographic mapping boundaries as shown on Exhibit "C".

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

Topographic Design Survey:

- A representative from our survey department will mark the site, and we will submit a request to the local utility 1-Call System to mark all underground utilities within the proposed project site.
- Our survey crew will set at least two survey control monuments adjacent to the site that will be tied to the city state plane coordinates and elevation datum to which all survey data for this project will be referenced.
- We will locate all visible utility lines and those, as marked, by the utility 1-Call System. All flow lines of drainage inlets and pipes will be measured, and the invert elevation of sanitary sewer manholes will be recorded. All pipe sizes will be measured and shown on the topographic survey.
- We will provide a topographic survey of the project survey site as shown on attached Exhibit "C". Sufficient ground elevation shots will be taken for the creation of 1'-contours across the survey site, which will include some areas beyond the boundary lines where accessible.
- We will locate fences, driveways and buildings.
- We will locate any property corners that are available for the properties.
- Our field crew will locate any tree canopies within the mapping limits as shown on Exhibit "C".
- We will prepare an AutoCAD base survey drawing of the topographic design survey of the site, which will be used for engineering design purposes. This base survey drawing will include property boundary lines and any easement lines discovered by the examination of the title search for the property or any other provided document.
- Where required by state law or local regulations we will prepare a boundary survey plat of the property surveyed and record the plat as required by applicable statutes and regulations.

Tree Survey

- We will locate tree canopy limits.
- We will record the apparent size and location of trees with a diameter at breast height (DBH) of 8" or larger within the topographic mapping boundaries as shown on Exhibit "C".

Scope of Basic Services does NOT Include the Following:

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

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

Client Shall Provide:

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

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

Exhibit "A-2"
Scope of Environmental Services For:

Project:	Phillips Park
Client:	City of Bentonville Parks and Recreation
Location of Project:	3107 SE C Street, Bentonville, AR 72712
Discipline:	Environmental
Discipline Manager:	David Rupe
Project Manager:	Ali Karr, P.E.
Proposal Date:	November 17, 2025
Billing Type:	Lump sum, plus reimbursable expense
Fee:	**$3,625**
Description of the Construction Project:	Wetland delineation on approximately 3-acre subject property (parcel no. 01-20519-000) in Bentonville, AR

The services to be provided by the Engineer:

- Waters of the U.S. Delineation and Report for a subject property totaling approximately 3 acres. The report will include expository text, data forms, maps, and photographs suitable for U.S. Army Corps of Engineers (USACE) submittal. This task will be completed within three weeks following notice to proceed (NTP).

Scope of Basic Services does NOT Include the Following:

- USACE Nationwide Permit Application (Section 404) and Coordination
- Threatened and Endangered Species Desktop Review
- Biological and/or Habitat Assessments/Surveys
- USACE Standard Permit Application and Coordination
- Geotechnical Investigation
- Construction oversight and due diligence
- Phase 1 Cultural Resources Survey (performed by subconsultant)
- Bat survey, if required (provided by subconsultant)
- ADEQ Short-Term Activity Authorization (STAA) Permit Application and Coordination
- Phase 1 Environmental Site Assessment

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

Items to be provided by Owner:

- Site access

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

Crafton Tull
architecture | engineering | surveying

Exhibit "A-3"
Scope of Basic Services For:

Project:	Phillips Park Phase 3	
Client:	City of Bentonville Parks and Recreation	
Location of Project:	3107 SE C Street, Bentonville, AR 72712	
Discipline:	Civil Engineering	
Discipline Manager:	Daniel Ellis, P.E.	
Project Manager:	Ali Karr, P.E.	
Proposal Date:	November 17, 2025	
Billing Type:	Lump Sum, Hourly Rates, and Reimbursable Expenses	
Fee/Estimate:	Civil Design: Reimbursables:	$150,000.00 (lump sum) $ 3,000.00 (estimated)
Description of the Construction Project:	Phase 3 of Phillips Park in Bentonville will include demo of the northwest field and parking. It will include the design and construction of a new parking lot, batting cages, playground pad for future installation, food truck court and entrance connecting to Phase 1.	

The services to be provided by the Engineer:

Civil Design Phase (Lump sum):

- Construction Drawings to include:
  - Site Plan
  - Utility Plan (including coordination with local utility companies for their layouts)
  - Grading Plan
  - Erosion Control Plan
  - Sanitary Sewer Plan and Profiles
  - Storm Sewer Profiles
  - Waterline Plan and Profiles, if required
  - Detail Sheets
- Final Drainage Report
- Storm Water Permitting with City and applicable State Agency
- Utility Construction Permitting with City and applicable State Agency
- Attend all necessary meetings for permitting (City of Bentonville, Owner / Architect / Contractor, etc.)

Bidding & Negotiating Phase:

- Prepare contract documents including:
  - Advertisement for bids
  - Instructions to bidders
  - Bid
  - Bid Bond
  - Agreement
  - Payment Bond
  - Performance Bond
  - Maintenance Bond
  - Notice of Award
  - Notice to Proceed
  - Certificate of Substantial Completion

- Assemble all drawings and specifications needed for project manual
- Coordinate Meetings, RFI's, Advertisement, Bid Tabulation and Final Recommendations with the City of Bentonville Purchasing Department and Parks Department throughout the bid process.

Items Provided by Owner:

- Geotechnical Report
- Title Commitment
- Phase I Environmental Assessment
- Easement Procurement

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

- Construction Observation and Inspection
- Progress Meetings
- Verify Pay Requests
- Record Drawings
- Final Inspection & Project Close-out
- Construction Staking
- FEMA Studies & Map Revision Applications (CLOMR/LOMR)
- Traffic Study
- Retaining Wall Design
- Offsite Utility or Street Extensions

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

PRISM
DESIGN STUDIO

Exhibit "A-4"
Scope of Basic Services For:

Project:	Phillips Park Phase 3	
Client:	City of Bentonville Parks and Recreation	
Location of Project:	3107 SE C Street, Bentonville, AR 72712	
Discipline:	Landscape Architecture	
Discipline Manager:	Jenny Burbidge, RLA, ASLA	
Project Manager:	Ali Karr, P.E.	
Proposal Date:	November 17, 2025	
Billing Type:	Lump Sum plus Reimbursable Expenses	
Fee/Estimate:	Landscape Architecture: Reimbursables:	$30,000 (Lump Sum) $ 1,000 (estimated)
Description of the Construction Project:	Phase 3 of Phillips Park in Bentonville will include demo of the northwest field and parking. It will include the design and construction of a new parking lot, batting cages, playground pad for future installation, food truck court and entrance connecting to Phase 1.	

The Services to be Provided by the Landscape Architect are as Outlined Below:

Task A: Landscape Architecture

- Project management and coordination with Client, Civil team and project sub-consultants throughout the design process.
- Final site design, layout and detail coordination with Civil team.
- Provide plantings plans per the City of Bentonville Code of Ordinances for the approval of the large scale development necessary for Commission approval and permitting. This plan will consist of street tree plantings and on site tree plantings with location and species shown.
- Provide landscape installation details.
- Provide a landscape irrigation system design to expand the new irrigation facilities on campus to include this new Phase 3 area.
- Provide Irrigation details
- Provide initial landscape related submittals as needed during the approval and permitting process making adjustments to the Landscape planting and irrigation plans as needed during the City review and permitting process
- Consultant and Client coordination and meetings as necessary during the design, approval and permitting process
- Attend all public hearings and meetings as they relate to project design and approval.
- Drawings will be in *AutoCad* format and will be presented in hardcopy format.

Task B: Bidding and Negotiation

- Assist with the assembly of all drawings, specifications, and contract documents needed to issue to the City Purchasing department for advertisement and bidding the work.
- Assist the Civil team during the Bidding and Negotiation process
- Review and respond to RFI's
- Attend all meetings related to the bidding process including but not limited to pre-bid, bid opening, bid tabulation, final review of bids and make recommendations.
- Client communications and coordination throughout the design and bidding of the project.

Scope of Basic Services does Not Include the Following:

- Geotechnical Investigation.
- Civil, Mechanical, Electrical, Plumbing and Structural design
- Re-zoning or re-classification of the site.
- As-built documents.
- Construction staking.
- Fees or permits.
- Hardscape design or detailing.
- Grading and/or drainage design.
- Retaining wall design.
- Tree survey and species identification and inventory.

Note: Services listed can be provided for additional fee.

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

3165 Pine Woods Road
Springdale, AR 72762
Ph: (479) 756-1555
www.BuildingAndEarth.com

October 24, 2025

Crafton Tull
901 N. 47th Street, Suite 400
Rogers, AR 72756

Attention: Mr. Daniel Ellis

Subject: Proposal for Subsurface Exploration and Geotechnical Evaluation
Phillips Park Phase 3
Bentonville, Arkansas
Building & Earth Proposal: BV27219

Dear Mr. Ellis:

Building & Earth Sciences Inc. is pleased to submit our proposal to provide subsurface exploration and geotechnical evaluation services for the proposed park improvement project in Bentonville, Arkansas. This proposal is based on an email request from Mr. Barry Williams on October 16, 2025, on your behalf. Thank you for providing the master plan used as aids in preparing this proposal.

This proposal documents our understanding of the proposed construction, outlines our approach to the work, and presents an estimated budget and schedule for services.

PROPOSED CONSTRUCTION

We understand the project site is located at the existing Phillips Park at 3108 SE J Street in Bentonville, Arkansas. The figure on the following page shows the provided site plan, overlaid in Google Earth, along with the requested boring locations.

Based on the information provided to our office, we understand the development will consist of parking lots, a bathroom building, sidewalks, and playground area.

Structural loading information was not available at the time of preparing this proposal. We assume the maximum column and bearing wall loads to be less than 50 kips and 3 kips per linear foot (klf), respectively. ***Building & Earth should be notified if this assumption is incorrect.***

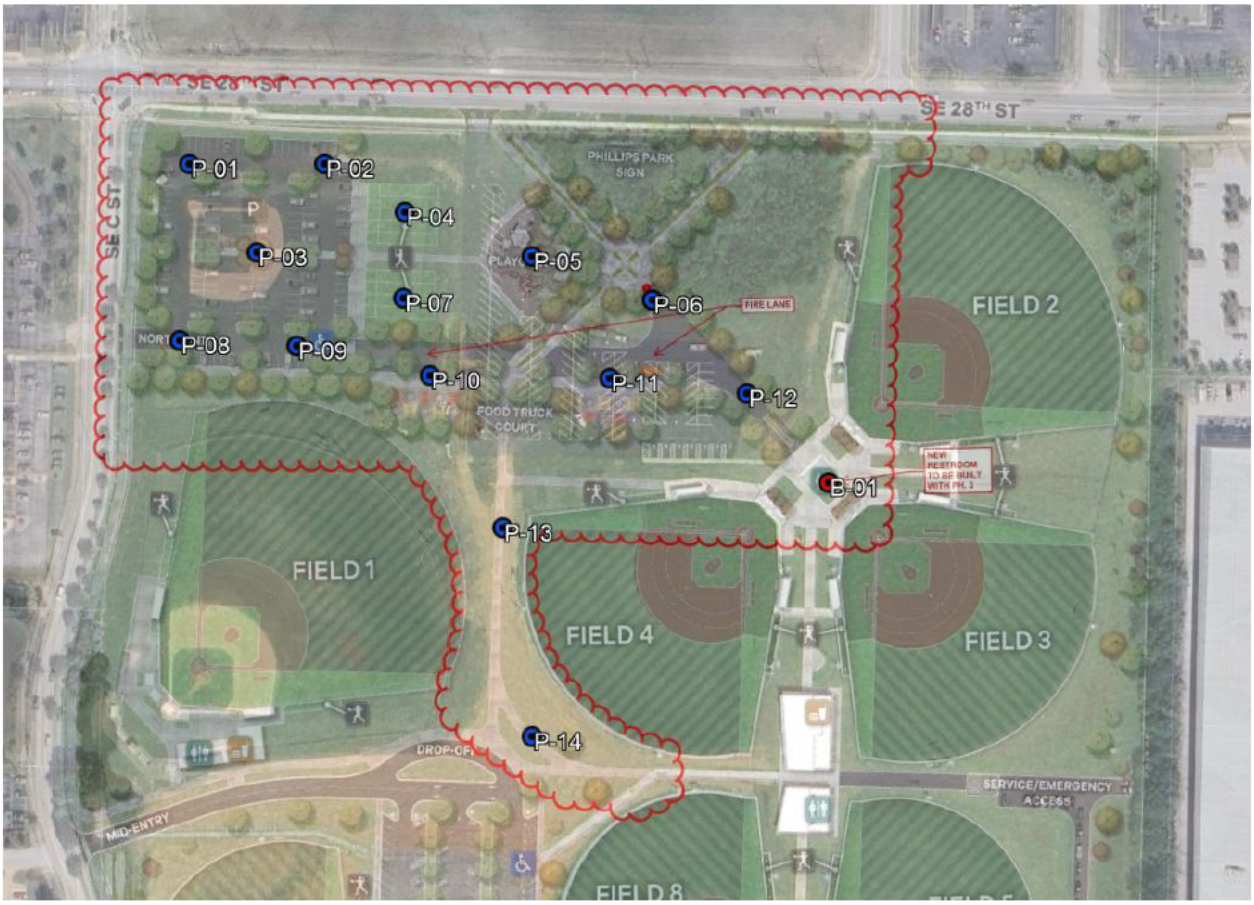


Figure 1: Requested Boring Location Plan

Based on the provided topographic information, the subject property slopes down towards the north with an elevation change of about 6 feet. For this proposal, we assume limited cuts and fills of less than 3 feet to achieve design grades. ***Building & Earth should be notified if this assumption is incorrect.***

As stated above, we understand that new pavements will be part of the proposed new construction. Typical minimum pavement recommendations will be provided for both standard duty (passenger car traffic) and heavy duty (light delivery box truck, and occasional garbage truck traffic) sections based on the following minimum design criteria:

Design Parameter	Standard Duty Pavement	Heavy Duty Pavement
Design Life (years)	20	20
ESAL (*)	75,000	300,000
Terminal Serviceability	2.0	2.0
Reliability (%)	85	85

(*) ESAL = 18-kip Equivalent Single Axle Load.

SCOPE OF SERVICES

The purpose of the geotechnical exploration will be to determine general subsurface conditions and to gather data on which to base a geotechnical evaluation with respect to the proposed construction. The information gathered from the exploration will be evaluated to determine suitable foundation types for the proposed building. The information will also be evaluated to help determine if any special building pad subgrade preparation procedures will be required during the earthwork phase of the project. The work will include test borings, laboratory analysis and geotechnical evaluation appropriate to address the geotechnical aspects of the proposed construction.

Subsurface Exploration

The scope of services will include geotechnical site reconnaissance and subsurface exploration. Based on the provided site plan, the subsurface exploration will consist of fifteen (15) test borings. During the advancement of each boring, disturbed samples will be collected using Standard Penetration Testing (SPT). Four (4) SPT samples will be collected in the upper 10 feet of each boring, followed by 5-foot sampling intervals. Three (3) SPT samples will be collected for the 6.5 feet borings.

A Building & Earth engineer or geologist will be on site to mark the boring locations in the field and log the borings at the time of drilling. Some proposed boring locations may require offset in the field. The owner must provide access to the proposed construction areas.

The following table summarizes the proposed drilling program for this project.

Proposed Number of Borings and Drilling Footage			
Boring Number	**Intended Use**	**Proposed Max. Boring Depth, ft.**	**Proposed Max. Drilling Footage, ft.**
B-01	Building Recommendations	15	15
P-01 through P-14	Pavement Recommendations	6.5	91

All borings will be drilled to planned maximum depth or to auger refusal, whichever occurs first. For this proposal, we assume that the proposed boring locations will be accessible to a track-mounted drill rig.

Laboratory Testing

The laboratory analysis will include Atterberg limits and sieve analysis (wash #200) tests to define the index properties of selected soil samples and natural soil moisture content tests. These laboratory tests will be utilized to aid in soil classification and swell potential of the soils encountered.

Geotechnical Analysis and Report

The results of our work will be documented in a written report that will address the following items:

- General site geology.
- Summary of existing surface conditions.
- A description of the subsurface conditions encountered at the boring locations.
- A description of the groundwater conditions observed in the boreholes during drilling. Long-term monitoring is not included in this proposal.
- Presentation of laboratory test results.
- Site preparation considerations including material types to be expected at the site, treatment of any encountered unsuitable soils, excavation considerations, and surface drainage.
- Recommendations to be used for foundation design, including appropriate foundation types, bearing pressures, and depths.
- Presentation of expected total and differential settlements, and recommendations to reduce the expected movements, if appropriate.
- Recommendations to be used for design of slabs-on-grade, including modulus of subgrade reaction.
- Seismic Site Classification per IBC based on SPT test boring information.
- Compaction requirements and recommended criteria to establish suitable material for structural backfill.
- Recommended typical minimum flexible and rigid pavement sections based on assumed traffic loading conditions.

An electronic copy of the report will be issued in PDF format. The final report will be signed and sealed by a registered professional engineer.

SITE ACCESS/UTILITIES

We will contact Arkansas One Call line location service prior to drilling to reduce the chance of disturbing underground utilities. The owner must locate any known underground utilities in the area prior to our field testing.

Prior to Building & Earth commencing the services, the owner shall disclose the presence and accurate location of any private utilities and any hidden or obscure man-made objects to us in writing.

If accurate location of private utilities and approval of boring locations by the owner cannot be provided, a private utility location survey must be undertaken using ground penetrating radar (GPR) prior to the start of subsurface exploration. Building & Earth can subcontract these services for an **additional fee of $250 per hour**, if needed, and include the additional fees as a part of our billing.

Building & Earth shall not be responsible for any damage to subterranean structures or objects that were not specifically identified to us in writing prior to us commencing the services and/or which were not correctly shown on plans furnished to us.

A Building & Earth representative will mark the boring locations in the field using a handheld GPS unit. We recommend that a point of contact of the owner representative be provided to us to coordinate the drilling schedule and review proposed boring locations in the field.

ESTIMATED BUDGET

The cost of services will be based on the amount of work necessary to evaluate the geotechnical conditions. Based on the scope of work described in this proposal, the subsurface exploration, laboratory testing, engineering evaluation and report can be performed for a **lump sum fee of $7,760**.

The above shown lump-sum fee does not include private utility location services as noted above. For a project of this size, we anticipate 6 to 8 hours will be required to perform the GPR survey. Please initial below to indicate if this service is requested and/or needed.

_____ *Private utility survey is to be performed at each boring location prior to the start of field exploration. I understand additional fees will accrue as shown above.*

If conditions are encountered that require additional analysis, we will discuss a modified work scope with your office. We will contact your office during field testing to apprise you of the encountered subsurface conditions.

SCHEDULE

The following table presents a summary of the anticipated schedule for the subsurface exploration, laboratory testing and reporting for the project. Weather may extend the time required for the field exploration (and overall schedule) if rainy days occur prior to commencement of the exploration.

Anticipated Schedule for Subsurface Exploration, Lab Testing, and Reporting	
Task	**Anticipated Schedule**
Field Work	Field work, including site reconnaissance, boring layout and coordinate utility locate service, and drilling, within 10 to 12 workdays
Laboratory Testing	7 workdays after completion of drilling
Engineering and Reporting	12 workdays after completion of drilling

AUTHORIZATION

We have attached a copy of a Standard Proposal Acceptance Form, which, when signed and returned to Building & Earth, will serve as authorization to proceed with the proposed scope of work. Changes to the work scope by virtue of design changes or unusual subsurface conditions should also be authorized in writing.

CLOSING

We appreciate the opportunity to submit this proposal for subsurface exploration and geotechnical evaluation services for the proposed development and are looking forward to working with you. If you have any questions regarding this proposal, please contact us at your convenience.

STANDARD FORM OF AGREEMENT FOR ENGINEERING SERVICES

This Agreement for professional services has been entered into effective November 10, 2025 by the:

the "Client"

Name:	Crafton Tull
Address:	65 Bradley Cove Road, Russellville, AR 72802
Phone:	479.968.1885
Representative:	Ali Karr, P.E.; [Abstract]
Email:	Ali.Karr@craftontull.com

and "IMEG"

Name:	IMEG Consultants Corp.
Address:	5504 West Pinnacle Drive, Suite 200, Rogers, Arkansas 72758
Phone:	479.899.6370 x738
Representative:	Colby Post
Email:	colby.t.post@imegcorp.com

for the "Project"

Phillips Park Phase 3

1 SCOPE OF WORK

IMEG will provide electrical and plumbing drawings and specifications for Philips Park phase 3 to include parking area, batting cages, playground, signage, food truck court and site lighting. This proposal is based on the masterplan provided by Prism Design Studio.

2 COMPENSATION FOR PROFESSIONAL SERVICES

A. Fixed Fee: IMEG Consultants Corp. will provide professional services for this project in accordance with the Scope of Work, Basic Services, and Terms and Conditions of Agreement listed herein for a lump sum fee of **$14,000**.

B. If at any given time the project design goes on hold by the Client for 90 days or more, compensation shall be assessed for reengagement.

C. Additional Services: Additional services shall be provided only upon authorization by the Client and shall be paid for by the Client as hereinafter provided.

1) Fees will be billed on a time and expense basis at the following standard hourly rates:

Principal	$315	Professional Engineer	$230	Designer	$135
Director	$270	Business Development	$167	Administrative	$116
Sr. Professional Engineer	$260	Senior Designer	$170	Student Intern	$100
Project Manager	$220	Engineer Intern	$140		

3 BASIC SERVICES

A. The following shall be provided by IMEG under the terms of this Agreement:
   1) DELIVERABLES:
      A) Construction Document Phase
         (a) Construction document drawing review sets at 75% and 90% completion.
         (b) One set of reproducible construction drawings and specifications.

(c) A Building Information Model (BIM) model: where elements are modeled with approximate quantities, size, shape, location and orientation. Non- geometric information is typically attached to the model elements.

2) MEP DESIGN SERVICES:
   A) Heating, ventilating and air conditioning systems design excluded from this contract.
   B) Plumbing systems design drawings and specifications for the food truck connections.
   C) Electrical Design Services (Division 26)
      (a) Electrical systems design drawings and specifications for the building (5'-0")
         1) Site lighting design is included.
         2) Optional standby power design (beyond code requirements) is excluded.
         3) Site power distribution design. included.
         4) Medium Voltage Design. excluded.
         5) Arc Flash Study and Breaker Coordination? excluded.
         6) Food truck connection included.
         7) Conduit and Raceway modeling in Revit (greater than 2"). excluded.
      (b) Special systems design drawings and specifications, noted as either included or excluded.
         1) Lightning protection risk assessment (performance specification only) – excluded
            a. Additional Hourly Services are required to evaluate lightning protection shop drawings.
         2) Specialty Lighting - excluded
         3) IMEG will design for empty conduit and boxes (rough-in) to support LV systems.
         4) Onsite Renewable Sources (Solar, Wind) - excluded
         5) Net Zero Design - excluded

   D) Low Voltage Design Services (Division 27)
      (a) Excluded from this service agreement.

   E) Fire Protection systems design.
      (a) Fire Alarm
         (i) Excluded from this service agreement.
      (b) Fire Sprinkler
         (i) Excluded from this service agreement.
   F) Energy calculations and submittal forms as required by the authority having jurisdiction for HVAC and lighting only, building envelope calculations are excluded.
3) STRUCTURAL DESIGN SERVICES:
   A) Structural design services are excluded.

4) COORDINATION SERVICES:
   A) Attendance at a reasonable number of project design meetings conducted via teleconferencing (Microsoft Teams or similar). Anticipated meetings for the proposed deliverables and schedule:
      a. Construction Documents Phase: 3 meetings
   B) Initial site observation visit to determine existing conditions. – Included/Excluded
      (a) For safety reasons, this excludes IMEG personnel from opening live electrical equipment, taking measurements within live electrical equipment or taking measurements within improperly lockout tagged electrical equipment.
      (b) It is understood that if such electrical observations or measurements are required to obtain necessary information for design of the project, the Owner will make arrangements for someone (either a licensed electrician or properly trained employee) to open the live equipment and take the required measurements.
   C) Code analysis as it relates to the portion of the project relative to this services agreement.
   D) Coordination of design relative to this services agreement with architect and their sub-consultants; however, the following coordination services will be considered additional services:
      (a) Changes in design, including but not limited to:
         a. Revised programming and/or plan layout after kickoff
         b. Change in building systems selection and/or HVAC loads after initial selections
         c. Change in HVAC equipment manufacturer basis of design after initial selections

5) CONSTRUCTION ADMINISTRATION:
   A) Excluded from this agreement:
      a. Construction Administration is excluded from this agreement of services. The Client assumes all responsibility for interpretation of the Contract Documents and for construction observation and supervision and waives any claims against IMEG that may be in any way connected thereto. The

Client agrees to indemnify and hold IMEG harmless from any loss, claim or cost arising or resulting from the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Contract Documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of IMEG.

b. Construction Administration services will be provided as an Additional Service, when required or requested, and shall be charged at our then current standard hourly rates provided in Section titled "Compensation for Professional Services".
   i. Review of submittals shall be for general conformance with the information given and design concept expressed in the Contract Documents.
   ii. Site visits during construction will be to observe and become generally familiar with the progress and quality of the contractor's work and to determine if the work is proceeding in general accordance with the Contract Documents. IMEG does not guarantee the performance of, and shall have no responsibility for, the acts, safety procedures, programs, or omissions of any contractor, subcontractor, and supplier or by other entity furnishing materials or performing any work on the project.

B. The Client shall provide the following under the terms of this Agreement:

General:

1) Electronic copies of building floor plans, furniture and equipment plans, reflected ceiling plans, and site plan on disk in .RVT, .DWG, or .DXF format.
2) Copies of architectural elevations, sections, details, etc. sufficient to show ceiling, wall and floor construction types, fire ratings, and clear spaces available.

Mechanical, Electrical, and Plumbing:

3) Copy of site survey indicating utility line locations, sizes and capacities.
4) Cut sheets indicating electrical, plumbing, and environmental requirements and rough-in locations for all equipment provided by others. This includes cut sheets and/or conduit routing plans for all audio-visual, security, telephone, data, and kitchen equipment provided by others which have connections or conduit to be shown on plans compiled by IMEG.

4 REIMBURSABLE EXPENSES

A. Reimbursable expenses shall be billed above and beyond all fees for professional services at a multiple of 1.1 times the cost incurred designated surcharge, reimbursable items shall be as follows: *:*

1) Reproductions, plots, postage, handling and delivery of project related documents and electronic media requested by the Client or Owner. Plotting of Client, Client's consultant and sub-consultant electronic media for IMEG in-house use will be considered a reimbursable expense when no hard copy of those documents are provided to IMEG. Plotting and printing of IMEG generated documents for IMEG's in-house use is not a reimbursable expense.
2) Overnight delivery, handling, and postage charges.
3) Working with Easy Submittals or other web-based submittal review process fees and charges.
4) Costs to obtain product samples that are requested by the Client or Owner.
5) Expenses related to governing body review(s), including but not limited to State health department plumbing review.

5 ADDITIONAL & EXCLUDED SERVICES

A. Additional Services: The following Design, Construction Administration and Contract Administration Services shall be considered additional services, but are not the only items to be considered as additional services:

General:

1) Responses to the Contractor's request for information where such information is available to the Contractor through careful study and comparison of the Contract Documents, field conditions, Owner provided information, Contractor prepared coordination drawings, shop drawings or prior Project correspondence or documentation. If this becomes a chronic issue in the opinion of IMEG, IMEG reserves the right to not respond to such requests without getting additional compensation.
2) Evaluation of substitutions proposed by the Owner's consultants or the project Contractors and making subsequent revisions to the instruments of service resulting from the evaluations.

3) Involvement with mock-ups.
4) Revisions to the deliverables of IMEG arising from changes to the Architectural plans per Plan Review comments, Code comments, Health Department comments, or Landlord or Developer comments.
5) Preparation of design and documentation for alternate bids, multiple bid packages or proposal requests proposed by the Owner.
6) Providing revisions of drawings, specifications or other documents when such revisions are required by changes to previously approved design criteria.
7) Contract Administration Services provided more than 30 days after the date of Substantial Completion of the Work.
8) Any review of the recommendations from Value Engineering or of the value engineer and incorporation or re-design due to Value Engineering.
9) Opinions of probable costs, but costs developed by others can be reviewed for general conformance with the documented systems relative to this service agreement.
10) Preparation of shop or fabrication drawings
11) Record drawings (as-builts) with contractor changes incorporated.
12) Studies of various schemes to accommodate special energy requirements.
13) Filing application for and obtaining a building permit.
14) Support for LEED or other similar type Certification.
15) Design for future expansion.
16) Preparation of demolition documents.
17) Project Peer Review responses.

Mechanical, Electrical, and Plumbing:

18) Storm drainage system design external to the building(s).
19) Foundation drainage system.
20) Radon Systems.
21) Pool design and specifications.
22) Plumbing fixture count.
23) Groundwater drainage below slabs.
24) Screen wall designs and specifications.
25) Daylighting analysis, modeling, and calculations.
26) Greywater or storm water reuse system design.
27) Design of extension of water, sewer, storm, gas, electric and telephone utilities to the site.
28) Street Lighting.
29) Design of Mechanical Smoke Control systems.
30) Food service design is anticipated to be provided by the architect (or their consultant); IMEG will coordinate and implement one food service design in the base fee. (IMEG is responsible for the design of kitchen hood and MAU selection).
31) Design of any structural engineering details such as light pole bases, MEP equipment suspension, reinforced concrete pads, seismic bracing and other supports (if IMEG's Structural services are not provided).

D. Excluded Services: Other services available from IMEG and applicable to the project have been made known and explained to the Client. Where IMEG has deemed a service needed or advisable, IMEG has made this opinion known to the Client and the Client has confirmed his or her opinion that such services are not requested of IMEG and/or the Client has made or shall make arrangements to obtain those services from a source other than IMEG. These excluded services include:

1) Full-time, on-site construction observation.
2) Special Inspections as required by the governing codes, the authority having jurisdiction and/or the contract documents.
3) Providing financial feasibility or other special studies.
4) Providing extraordinary services to investigate existing conditions or facilities or to make measured drawings thereof.
5) Providing formal life-cycle cost and/or energy-use studies of structural, mechanical and/or electrical systems.
6) Providing consultation concerning replacement of any work damaged by fire or other causes during construction.
7) Providing professional services made necessary by the default of the contractor or by major defects in the work of the contractor in the performance of the Construction Contract.

8) Providing services or special consultants for other than the normal structural, mechanical, electrical and/or plumbing engineering services for the Project.
9) Preparing to serve or serving as an expert witness in connection with any public hearing, or legal proceeding where IMEG is not a named party to such a hearing or proceeding.

The Client hereby agrees, to the fullest extent permitted by law, to indemnify and hold IMEG harmless from any claim, liability or cost, including reasonable attorney's fees and cost of defense, for injury or loss arising or allegedly arising from IMEG's failure to perform a service listed above and excluded at the Client's direction.

6 TERMS AND CONDITIONS

The Standard Terms and Conditions attached hereto are incorporated into this Proposal. This Proposal is valid for a period of 30 calendar days. If IMEG's involvement in the design of the project has not started within 6 months of the date of the signed agreement, IMEG reserves the right to modify the fee. IMEG will begin its Services following acceptance of this Proposal. Acceptance may be conveyed via email or by signing this offer and returning it to IMEG's office. Notwithstanding the foregoing sentence, if you or members of your firm engage IMEG for services for the referenced Project, either verbally or by actions that imply acceptance of this Proposal, such as providing drawings, submitting questions, requesting engineering information, etc., without returning a signed copy of this Proposal, it is expressly agreed that acceptance of all Standard Terms and Conditions of this Proposal will be implied and contractually binding.

We look forward to working with you on this project.

Sincerely,

[redacted]

Colby Post
Project Executive
IMEG Consultants, Corp.

Ali Karr, P.E.
[Abstract]
Crafton Tull

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

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

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

EXHIBIT C1
PROJECT AREA

SE 28TH ST

SE 28TH ST

SE C ST

SE C ST

PHILLIPS PARK SIGN

PLAYGROUND

FOOD TRUCK COURT

NORTH-ENTRY

PROJECT AREA INVOLVING
+/- 9 ACRES OF THE TOTAL
+/- 50 ACRE SITE

FIELD 1

FIELD 2

FIELD 3

FIELD 4

FIELD 5

FIELD 6

FIELD 7

FIELD 8

FIELD 9

FIELD 10

DROP-OFF

MID-ENTRY

SERVICE/EMERGENCY ACCESS

ACCESS TO SE J ST

MAINTENANCE BUILDINGS

DRY DETENTION

MAINTENANCE BUILDING

SOUTH-ENTRY

SE 34TH ST

PHILLIPS PARK

0′ 50′ 100′

N

LEGEND

- PARKING
- ACCESSIBLE PARKING
- CONCESSIONS
- BULLPENS
- RESTROOMS
- BATTING CAGES

PARK RULES AND REGULATIONS

- Park open from Sunrise to 11pm
- No soliciting, vending, or peddling
- Parking in designated areas only
- Alcohol and drugs are strictly prohibited
- Smoking is permitted only in parking lot
- Please do not litter
- Overnight camping is prohibited
- Please keep all pets on a leash
- Fires are only permitted in fireplaces or on grills with hinged lids
- Fireworks and other explosive devices are prohibited
- Pet waste must be disposed of in designated trash receptacles
- Tampering with park property without written consent from Bentonville Parks and Recreation is prohibited

PARKS & RECREATION BENTONVILLE

Crafton Tull

PRISM DESIGN STUDIO

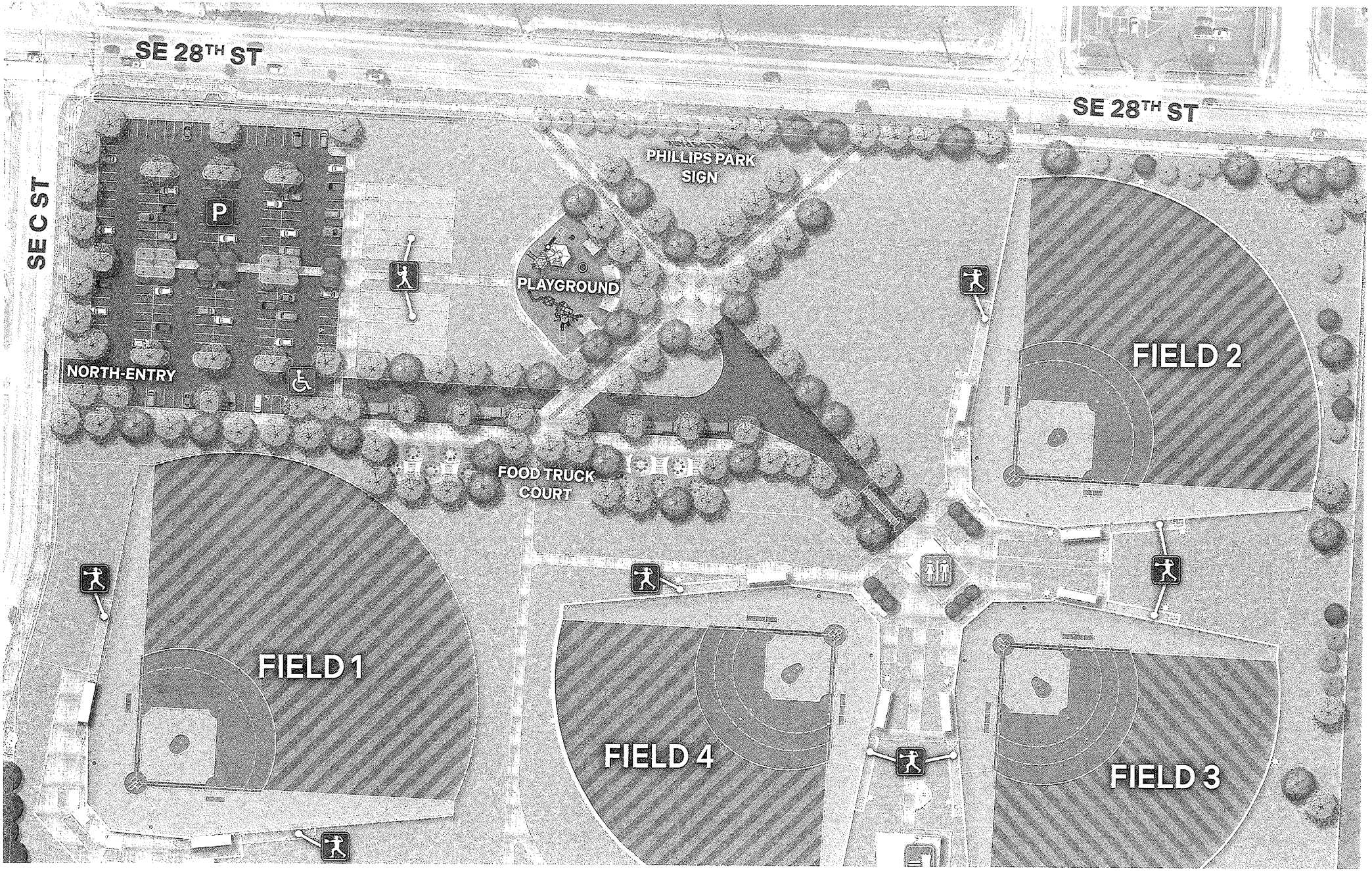
EXHIBIT C2
Survey Limits

Parcel Boundary

Approximate Topographic Mapping Limits

N

0 150 300 600
Feet


SE 28TH ST
SE 28TH ST
SE C ST
PHILLIPS PARK SIGN
PLAYGROUND
NORTH-ENTRY
FOOD TRUCK COURT
FIELD 1
FIELD 2
FIELD 3
FIELD 4

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AMENDED AGREEMENT WITH CRAFTON, TULL & ASSOCIATES, INC., IN THE AMOUNT OF TWO HUNDRED TWENTY-FOUR THOUSAND DOLLARS ($224,000.00), FOR THE DESIGN OF PHASE II OF PHILLIPS PARK; AND FOR OTHER PURPOSES.

WHEREAS, The City of Bentonville has entered into an agreement with Crafton Tull & Associates, Inc. selected through RFQ 21-28;

WHEREAS, it is now necessary to enter into an amended agreement for design services of Phase II of Phillips Park; and

WHEREAS, this is a budgeted item funded through bond proceeds.

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

Section 1: The Mayor and City Clerk are authorized to enter into an amended agreement with Crafton, Tull & Associates, Inc. in the amount of two hundred twenty-four thousand dollars ($224,000.00) for design of Phase II of Phillips Park;

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

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	2/24/2026	**Submitted By:**	Wade Tomlinson
Phone:	479 271 3392	**For Department(s):**	Bentonville Parks and Recreation Dept
Email:	WTomlinson@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Resolution Authorizing a Change Order with GTS, Inc. for the 8th Street Gateway Park
Action Recommendation & Justification:	A Resolution approving a change order, in the amount of $56,684.90, with GTS Inc. for additional services at Gateway Park. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	Funding for this comes from the WFF grant. This is a budgeted item.
Amount for Approval:	**$** 56,684.90

Budget Impact

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

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

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

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

Budget Impact Notes for Consideration (Optional):

This increases the total purchase order from $239,855.00 to $296,539.90

Memo

To: City Council, Mayor Orman

Thru: David Wright, Parks and Recreation Director

From: J. Wade Tomlinson, Parks Planner

Date: February 24, 2026

Re: City Council Approving a Change Order with GTS, Inc. for 8th Street Gateway Park

In August 2024, the City of Bentonville entered into an agreement with GTS, Inc. for quality oversight and materials testing for the 8th Street Gateway Park and Trail system. The original authorized budget for these services was $239,855.00. This scope was intended to cover standard inspections for the Gateway Bridges, trail foundations, and various park structures.

During the construction phase, several site conditions were encountered that required technical services not included in the original 2024 proposal. Excavation work near a trail bridge revealed a subterranean void. To address structural and environmental safety, the City authorized an Electronic Resistivity Study to map the subsurface. This specialized testing was a necessary addition to the project scope.

Furthermore, the presence of hard limestone during the installation of waterlines, drilled piers, and light pole foundations required additional technical observations. These site visits were necessary to verify that the project remained in compliance with engineering specifications despite the difficult terrain. Additionally, the construction of the skatepark required specialized shotcrete panel sampling and laboratory compressive strength testing. These services were required for the facility but were not part of the initial GTS proposal.

The total cost for these additional testing requirements and site conditions is $56,684.90. This brings the final purchase order amount to $296,539.90. Approval of this change order will allow GTS, Inc. to complete the testing and documentation required for the completion of the 8th Street Gateway Park.

Attached:
GTS Letter

1915 North Shiloh Drive
Fayetteville, Arkansas 72704
Office: (479) 521-7645

Licensed:
Arkansas • Arizona • Kansas • Kentucky
Louisiana • Missouri • Oklahoma • Texas

GTS, Inc.
Geotechnical & Testing Services

www.gtsconsluting.net

February 2, 2026

City of Bentonville
Parks and Recreation
215 SW A Street
Bentonville, Arkansas 72712

Attention: Mr. Wade Tomlinson

Re: Materials Testing Services Budget
8th Street Gateway Park
Bentonville, Arkansas
GTS Project No. 25-11259

Mr. Tomlinson:

This letter is issued as an update to our budget for the above-mentioned project. The original proposal was issued for GTS's testing and inspections services for $239,855. Through GTS's most recent invoice for work through August 2025, the total amount billed for this project by GTS is $158,963.71. Additional fees have been accrued since our last invoice in the amount of $86,096.20, bringing the total cost of fees to $245,059.91 as of the date of this letter.

Based on the work performed to date and the remaining work, we kindly request a change order in the amount of $56,684.90 to complete testing and inspections on this project. This letter summarizes the work performed to date, reason for overages, and anticipated remaining testing on this project. To authorize this work, please sign and date below:

Name and Title Signature Date

Please contact us if you have any questions regarding the information provided in this letter.

Sincerely,

GTS, Inc.
Geotechnical & Testing Services

[redacted]

Zack McDonald
CMT Project Manager

[redacted]

David Berry, P.E.
Principal Engineer

Summary of Unanticipated Work and Overages to Date

Electronic Resistivity Testing (ERT)

A potential underground void was discovered while excavating for the trail bridge just south of 8th street on the north side of the project. Due to the potential hazards (both environmentally and structurally) that the void could potentially cause, it was recommended that an Electronic Resistivity Study be conducted to determine the extent of the void. This study was overseen by GTS and conducted by Dr. Clint Wood P.E. from the University of Arkansas.

Rock Excavation Observations

On multiple occasions between February and March 2025, the general contractor requested GTS, Inc. onsite to evaluate for the potential of rock being encountered during excavation of the 12-inch waterline at the south and southwest sides of the project site. Additionally, GTS, Inc. performed two site visits at the request of the general contractor in October 2025 to also evaluate potential rock being encountered for the light pole bases being installed near the Park Core Pavillion area. GTS, Inc. did not include trips for rock observations in the scope of our proposal.

Shotcrete (Skatepark)

At the request of the general contractor, GTS, Inc. has performed multiple site visits to collect shotcrete panels that were cast onsite to obtain core samples from the panels for compressive strength testing. At the time of preparing our proposal, GTS, Inc. was unaware that this testing would be needed resulting in fees associated with collection, coring, and laboratory compressive strength testing that were not accounted for in our proposal.

Cancelled Site Visits

Multiple instances have occurred on days GTS, Inc. was scheduled by the contractor to be onsite for testing or observations, we were notified after our arrival that the testing and or observations were cancelled. The fees associated with these cancellations were not accounted for in our proposal.

Drilled Piers – Bridge Structures

GTS, Inc. budgeted 18 full-time working days for drilled pier observations, assuming a minimum of 5 pier installations per working day. On several days, less than 5 pier installations were completed. This was generally due to hard to very hard limestone rock being encountered that required extra time to penetrate and advance the pier into the recommended bearing stratum.

The total effect of these additional trips resulted in increased fees relative to the original estimated budget. A summary of the overages and unanticipated work regarding the trips budgeted versus the actual trips requested by Crossland Construction and sub-contractors is shown in Table 1 below.

Table 1: Summary of Overages and Unanticipated Work

Field and Laboratory Services	Units	GTS Budgeted Quantity	Actual Quantity	Overage
Electronic Resistivity Testing	Each	0	1	1
Drilled Pier Observations	Trips	15	53	38
Reinforcing Steel Observations	Trips	61	79	18
Rock Observations	Trips	0	16	16
Settlement Monitoring	Trips	0	11	11
Masonry Wall Observations	Trips	0	1	1
Masonry Grout Testing	Trips	0	1	1
Laboratory Compressive Strength of Masonry Grout Prisms	Each	0	4	4
Shotcrete Panel Pickups	Trips	0	24	24
Laboratory Compressive Strength of Shotcrete Cylinders	Each	0	96	96
Concrete Cylinders Pickups	Trips	80	136	56
Soil Sample Pickups	Trips	2	4	2
Scheduled Site Visits Cancelled Onsite Without Notification	Trips	0	14	14

ANTICIPATED REMAINING SCOPE OF SERVICES

Based on discussions with Crossland Construction during a site meeting on January 28, 2026, GTS has formulated the following trips and testing to complete this project.

Earthwork Testing

- 8 trips for proofroll/subgrade observations
- 15 trips for density testing soil fill and Class 7 base materials
- 2 soil Proctors with classification

Concrete Inspections, Concrete Testing, Shotcrete Testing

- 12 trips for reinforcing steel observations associated with bridge structures, foundations, walls, and slabs
- 42 trips for sampling of fresh concrete associated with bridge structures, foundations, walls, slabs, and trail system with associated laboratory compressive strength of concrete cylinders

- GTS is budgeting 42 additional trips to retrieve cured concrete cylinders for days GTS is not scheduled to be onsite for testing.
- 4 trips for shotcrete panel pickups with associated shotcrete coring and laboratory compressive strength of shotcrete core samples

TESTING FEE SUMMARY & CHANGE ORDER AMOUNT

Item	Totals
Total Fees Invoice to Date (work through August 2025)	$158,963.71
Unbilled Work to Date (work through January 2026)	$86,096.20
Anticipated Cost Estimate for Remaining Testing Services	$51,480
Total	$296,539.90
Original CMT Budget (Proposal No. GTS12411037)	$239,855
Difference	$56,684.90
Requested Change Order Amount	$56,684.90

Please advise if we need to amend our testing frequencies on this project to complete the scope of work outlined herein. If this scope is acceptable, we kindly request a change order in the amount of $56,684.90 for this project.

Our fees are directly related to the number of trips and time spent on-site for testing services. Our fees will be invoiced based on GTS's standard unit rates.

*Services requested for this project included in the scope outlined above and any scope not included, will be billed based on GTS Inc.'s current standard unit rate sheets at the time of testing/observations are performed.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CHANGE ORDER WITH GTS, INC., IN THE AMOUNT OF FIFTY-SIX THOUSAND SIX HUNDRED EIGHTY-FOUR DOLLARS AND NINETY CENTS ($56,684.90), FOR ADDITIONAL TESTING AT GATEWAY PARK; AND FOR OTHER PURPOSES.

WHEREAS, geotechnical services are necessary to ensure quality and compliance throughout Gateway Park;

WHEREAS, site conditions require additional technical services not included in the 2024 proposal; and

WHEREAS, this is a budgeted item.

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

Section 1: The Mayor and City Clerk are authorized to enter into a change order with GTS, Inc., for additional geotechnical services at Gateway Park, in the amount of fifty-six thousand six hundred eighty-four dollars and ninety cents ($56,684.90);

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

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

PASSED this _____ day of _____, 2026.

APPROVED:

_____
Stephanie Orman, MAYOR

ATTEST:

_____
Malorie Marrs, CITY CLERK

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	2/24/2026	**Submitted By:**	Mark Slaughter
Phone:	(479) 254 2084	**For Department(s):**	Airport
Email:	mslaughter@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Resolution Accepting Arkansas Division of Aeronautics Grant for the Bentonville Municipal Airport
Action Recommendation & Justification:	A Resolution accepting an 90/10 grant in the amount of $200,000.00 from the Arkansas Division of Aeronautics Commission providing funding to construct an aircraft parking apron on what is usually called "The Muddy South." A budget adjustment is needed.
Additional Comments for Consideration (Optional):	Through-the-Fence funds will cover the City's 10% portion. This parking apron will be located just South of the circular apron and this project will stabilize that ground by using permeable pavers that will make it always available for parking as opposed to just being utilized during good weather. With permeable pavers, we do not have to worry about storm water detention.
Amount for Approval:	$ 200,000.00

Budget Impact

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

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

Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
101650-33411	State Operating Gratn	$	$ 200,000.00
101650-47390	Improv Other than Bldg/Proj	$ 200,000.00	$
		$	$
		$	$

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

Budget Impact Notes for Consideration (Optional):

Hugh McDonald
SECRETARY OF COMMERCE

Jerry Chism
DIRECTOR
DIVISION OF AERONAUTICS

COMMISSIONERS

Blake Williamson
El Dorado

Jeff Standridge
Conway

Lloyd Wofford
Jonesboro

Will Dawson
Clinton

Samuel Jackson
Blytheville

James "Jay" Brain
Rogers

Dr. Richard L. Dawe
Melbourne

June 21, 2023

BENTONVILLE MUNICIPAL AIRPORT
ATTN: The Honorable Stephanie Orman
Mayor of Bentonville
305 SW A Street
Bentonville, AR 72712

Dear Mayor Orman:

During the June 21, 2023 meeting of the Arkansas Aeronautics Commission, a 90-10% Grant Request was approved for Bentonville Municipal Airport. The Request approved provides funding in the amount of $200,000.00 for New Aircraft Parking Apron.

This grant has been assigned Grant #4168-23 for identification purposes. When corresponding with our office regarding this project, please be sure to use this number. Contact us immediately if you will not be able to complete the project for amount approved. ***The Commission will not be responsible for any additional project costs unless this Agency has received notification in advance.***

The Commission has asked that we call your attention to Page Three (3) of your Application for State Airport Aid. ***This project should be started immediately and completed within one year.*** To avoid cancellation of the grant, notify us if circumstances beyond your control prevent completion within the allotted time.

Payment of this grant will be made upon completion of your project. Please remember that grant funds are contingent upon the Division's appropriation for the fiscal year. Request payment of this grant in writing and include your documentation for the project at that time.

[redacted]

cc: State Senator Bart Hester; State Representative R. Scott Richardson

JC:kg

Arkansas Department of Commerce
Division of Aeronautics
Clinton National Airport/Adams Field
2315 Crisp Drive • Hangar 8
Little Rock, Arkansas 72202
FLY.ARKANSAS.GOV

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ACCEPT A GRANT FROM THE ARKANSAS DIVISION OF AERONAUTICS, IN THE AMOUNT OF TWO HUNDRED THOUSAND DOLLARS ($200,000.00), TO CONSTRUCT AN AIRCRAFT PARKING APRON AT THE BENTONVILLE MUNICIPAL AIRPORT; AMENDING THE 2026 BUDGET; AND FOR OTHER PURPOSES.

WHEREAS, the Bentonville Municipal Airport requests approval to accept a grant from the Arkansas Division of Aeronautics, in the amount of two hundred thousand dollars ($200,000.00);

WHEREAS, this grant will fund construction of an airport parking apron, South of the current circular apron at the Bentonville Municipal Airport;

WHEREAS, this is a 90/10 grant with the City's portion funded by Through-the-Fence funds currently held; and

WHEREAS, a budget adjustment is needed to accept and appropriate funds.

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

Section 1: The Mayor and City Clerk are hereby authorized to enter into a grant agreement with the Arkansas Division of Aeronautics, in the amount of two hundred thousand dollars ($200,000.00), to construct an airport parking apron at the Bentonville Municipal Airport;

Section 2: The 2026 Budget is hereby adjusted to recognize two hundred thousand dollars ($200,000.00) in grant funds into Account #101650-33411 – State Operating Grant;

Section 3: The 2026 Budget is further adjusted to appropriate the same from Account #101650-33411 – State Operating Grant into Account #101650-47390 – Improvements Other than Building/Projects;

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

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

PASSED and APPROVED this _____ day of _____, 2026.

APPROVED:

_____
Stephanie Orman, MAYOR

ATTEST:

_____
Malorie Marrs, CITY CLERK

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	2/24/2026	**Submitted By:**	Mark Slaughter
Phone:	479-254-2084	**For Department(s):**	Airport
Email:	mslaughter@bentonvillear.com		

Item Type (Check all that apply)

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

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

☐ Ordinance ☑ Resolution ☐ Informational ☐ Appointment

Title, Recommendation & Justification

Title:	Resolution to Enter into an Agreement with Garver, LLC for VBT West Turf Apron
Action Recommendation & Justification:	A Resolution to enter into Work Order 08 with Garver Engineers in the amount of $43,900.00 for the VBT West Turf Apron project. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	This Work Order 08 is for bid package development and construction phase services for the West Turf Apron Project which will be funded by a $200,000.00 90/10 grant from the Arkansas Division of Aeronautics and Through-the-Fence money that is held in reserve. This action will provide more parking for aircraft and will also make great use of an area that has been viable only during periods of good weather.
Amount for Approval:	**$** 43,900.00

Budget Impact

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

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

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

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

Budget Impact Notes for Consideration (Optional):

WORK ORDER NO. 08
CITY OF BENTONVILLE
WEST TURF APRON
BID PACKAGE DEVELOPMENT AND CONSTRUCTION PHASE SERVICES
GARVER PROJECT NO. 2503005

This WORK ORDER ("Work Order") is made by and between the **City of Bentonville** (hereinafter referred to as "**Owner**") and **Garver, LLC**, (hereinafter referred to as "**Garver**" or "**Engineer**") in accordance with the provisions of the MASTER AGREEMENT FOR PROFESSIONAL SERVICES executed on October 14, 2021 (the "Agreement").

Under this Work Order, the Owner intends to make the following improvements at Bentonville Municipal Airport (VBT):

Construct an improved turf apron west of Taxiway C. Improvements will consist of permeable paver system installation as shown in Exhibit C-08.

Garver will provide professional services related to these improvements as described herein. Terms not defined herein shall have the meaning assigned to them in the Agreement.

SECTION 1 - SCOPE OF SERVICES

1.1 Garver shall provide the following services ("Services"):
- 1.1.1 See Exhibit A-08, attached.

1.2 In addition to those obligations set forth in the Agreement, Owner shall:
- 1.2.1 Give thorough consideration to all documents and other information presented by Garver and informing Garver of all decisions within a reasonable time so as not to delay the Services.
- 1.2.2 Make provision for the Personnel of Garver to enter public and private lands as required for Garver to perform necessary preliminary surveys and other investigations required under the applicable Work Order.
- 1.2.3 Obtain the necessary lands, easements and right-of-way for the construction of the work. All costs associated with securing the necessary land interests, including property acquisition and/or easement document preparation, surveys, appraisals, and abstract work, shall be borne by the Owner outside of this Agreement, except as otherwise described in the Services under Section 1.1.
- 1.2.4 Furnish Garver such plans and records of construction and operation of existing facilities, available aerial photography, reports, surveys, or copies of the same, related to or bearing on the proposed work as may be in the possession of Owner. Such documents or data will be returned upon completion of the Services or at the request of Owner.
- 1.2.5 Pay all plan review and advertising costs in connection with the project.
- 1.2.6 Provide legal, accounting, and insurance counseling services necessary for the project and such auditing services as Owner may require.
- 1.2.7 Furnish permits, permit fees, and approvals from all governmental authorities having jurisdiction over the project and others as may be necessary for completion of the project.

SECTION 2 – PAYMENT

For the Services set forth above, Owner will pay Garver on a lump sum basis. The Owner represents that funding sources are in place with the available funds necessary to pay Garver.

The table below presents a summary of the fee amounts and fee types for this Work Order.

WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
Bid Package Development	$29,500	LUMP SUM
Construction Phase Services	$14,400	LUMP SUM
TOTAL FEE	**$43,900**	

The lump sum amount to be paid under this Work Order is **$43,900**. For informational purposes, a breakdown of Garver's estimated costs is included herein with approximate current hourly rates for each employee classification.

Any unused portion of the fee, due to delays beyond Garver's control, will be increased six percent (6%) annually with the first increase effective on or about July 1, 2026.

Additional Services (Extra Work). For services not described or included in Section 1, but requested by the Owner in writing, the Owner will pay Garver as expressly set forth in the applicable Amendment.

SECTION 3 – EXHIBITS

3.1 The following Appendices are attached to and made a part of this Work Order:
- 3.1.1 Exhibit A-08 – Scope of Services
- 3.1.2 Exhibit B-08 – Manhour Tables
- 3.1.3 Exhibit C-08 – Project Exhibit

This Work Order may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

If there is an express conflict between the provisions of this Work Order, or the Agreement, and any Exhibits hereto, the terms of the Agreement will take precedence over the conflicting provisions of the Exhibit(s), unless explicitly amended within the Work Order by the Parties.

Approval and acceptance of this Work Order, including attachments listed in Section 3 – Exhibits, shall incorporate this document as part of the Agreement. Garver is authorized to begin performance upon receipt of a copy of this Work Order signed by the Owner. The effective date of this Work Order shall be the last date written below.

CITY OF BENTONVILLE

By: _____
Signature

Name: _____
Printed Name

Title: _____

Date: _____

Attest: _____

GARVER, L[redacted]

By: [redacted]
Sign

Name: Blake Roberson, P.E.
Printed Name

Title: Vice President

Attest: [redacted]

EXHIBIT A-08
(SCOPE OF SERVICES)

Generally, the Scope of Services includes the following professional services for improvements to the West Turf Apron at Bentonville Municipal Airport. Improvements will consist primarily of permeable paver system installation as shown in Exhibit C-08. More specifically, this Scope of Services includes the following professional engineering services:

- Bid Package Development
- Construction Phase Services

1. BID PACKAGE DEVELOPMENT

1.1. General: Garver will prepare detailed construction drawings, specifications, instructions to bidders, and general provisions and special provisions, all based on guides furnished to Garver by the Owner and FAA, or internally developed by Garver. Contract Documents (Plans, Specifications, and Estimates) will be prepared for award of one (1) construction contract. These designs shall conform to the standards of practice ordinarily used by members of Garver's profession practicing under similar conditions and shall be submitted to City of Bentonville Planning from which approval must be obtained.

1.2. Owner / Agency Coordination: Garver's project manager and/or design team will coordinate with the Owner as necessary to coordinate design decisions, site visits, document procurement, or other design needs.

1.3. Project Management Plan / Quality Control Procedures

1.3.1. Garver will develop a project specific project management plan. The project management plan will include the project background, scope of work, stakeholder contact information, project team organization and roles, design criteria, project schedule, deliverables, and quality control procedures.

1.3.2. Garver will complete quality control reviews for each deliverable prior to any design submission to Owner and/or FAA. Quality control reviews will be completed by qualified project managers and project engineers who are experienced in the relevant discipline and design elements under review. Bi-weekly internal progress meetings will be held during all design phases to ensure adequate quality control throughout the design phases.

1.4. Environmental Coordination

1.4.1. Garver will coordinate and complete documentation for submission to FAA to receive environmental clearance for the project. Documentation will include that required by the documented CATEX questionnaire of FAA SOP 5.2.

1.5. Airspace Analysis: Garver will prepare and submit the project to the FAA for temporary airspace clearance on the Obstruction Evaluation and Airport Airspace Analysis (OE/AAA) website and coordinate with FAA representatives.

1.6. Construction Safety and Phasing Plan

1.6.1. Garver will develop a construction safety and phasing plan (CSPP) for the project. During development of the CSPP, Garver will hold a meeting with Airport staff and other stakeholders at the Airport's request to obtain feedback regarding operations during each proposed phase of construction.

1.7. Existing Conditions Review

1.7.1. Record Document Review: Garver will review record document data from the vicinity of the construction site to evaluate existing conditions. Record document data may include record drawings, record surveys, utility maps, GIS data, and previous design reports.

1.7.2. Site Visits: Garver's civil engineers will perform up to one (1) site visit to the project site to review existing conditions and evaluate survey and record document data.

1.8. Pavement Design: Garver will utilize permeable paver design recommendations provided by TRUEGRID. Pavement section is excepted to include the TRUEGRID Pro Plus Permeable Paving System installed over a minimum 8" of sand/gravel base mix, over prepared subgrade. Garver will coordinate with TRUEGRID for pavement section details.

1.9. Geometric Design: Garver will provide geometric design in accordance with FAA AC 150/5300-13 (latest edition) or other local standards. The following design criteria will be used for airfield design:

- Airplane Design Group (ADG) – I
- Taxiway Design Group (TDG) – 1A

1.10. Grading and Drainage: Grading and drainage design shall be completed in accordance with FAA AC 150/5300-13 (Airport Design), FAA AC 150-5320-5 (Airport Drainage Design), and applicable local drainage codes. Garver will develop a brief drainage letter detailing area of proposed improvements and pre- vs. post-development runoff coefficients Drainage letter will be submitted to City for review.

1.11. Utility Design and Coordination: The following utilities are expected to be included within the scope of the project. Garver will coordinate with the Owner and applicable utility owners for design reviews and coordination.

- Electric (Service to BETA Charging Station)

Garver will furnish plans to all known utility owners potentially affected by the project at each stage of development. Garver shall conduct coordination meetings among all known affected utility owners to enable them to coordinate efforts for any necessary utility relocations. Garver will include the surveyed locations of the observable and marked utilities in the construction plans. Garver will also include proposed and/or relocated utility information in the construction plans as provided by the utility companies.

1.12. Plan Set Development

The following matrix details the plan drawings to be included in each design submittal.

Plan Set	Design Phase
	100% Issued for Bid
Cover Sheet & Sheet Index	X
Project Layout & Survey Control Plan	X
Construction Safety Plans	X
Construction Safety Details	X
Erosion Control Plans	X
Erosion Control Details	X
Grading & Drainage Plans	X
Grading & Drainage Details	X
Utility Plans	X
Utility Details	X
Typical Sections	X
Paving Plans	X
Paving Details	X

1.13. Specifications and Contract Documents

1.13.1. Technical Specifications: Detailed specifications shall be developed using FAA "Standards for Specifying Construction for Airports" AC 150/5370-10 (latest edition) or other appropriate standards approved for use by the FAA. Additional supplementary specifications will be developed for project requirements not covered by FAA AC150/5370-10 or when state or local standards are approved by the FAA.

1.13.2. Construction Contract Documents: Garver will develop construction contract documents based on EJCDC standards. A specimen copy of the General Provisions and applicable prevailing wage rates will be obtained by Garver from the FAA and/or Department of Labor as appropriate for incorporation into the specifications for the proposed project. Final construction contract documents will be submitted to the Owner for final review and approval.

1.14. Quantities and Engineer's Opinion of Probable Cost: Garver will develop detailed quantities in PDF format for use in construction cost estimating for each design phase. Quantities will be completed by pay item. Upon the completion of quantity development, Garver will review previous cost data and market conditions and complete an Engineer's Opinion of Probable Cost.

1.15. Design Services Submission and Meeting Summary: The following design submittal phases shall be included in the fee summary. A summary of each design phase and the associated review meetings is included below.

1.15.1. 100% Issued for Bid (IFB): Garver will develop 100% IFB plans and specifications and submit these to the Owner for review. It is anticipated that the Owner will review the IFB submission within two weeks.

1.16. Bidding. Garver will assist the Owner in advertising for and obtaining bids or negotiating proposals for one prime contract for construction, materials, equipment and services; and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued and receive and process deposits for Bidding Documents. The Owner will pay advertising costs outside of this contract.

1.17. Garver will issue addenda as appropriate to interpret, clarify or expand the Bidding Documents. Garver will consult with and advise the Owner as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the prime contractor(s) (herein called "Contractor(s)") for those portions of the work as to which such acceptability is required by the Bidding Documents. Garver will consult with the Owner concerning the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the Bidding Documents.

1.18. Garver will attend the bid opening, prepare a bid tabulation, and assist the Owner in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment, and services. Garver will assist the Owner in the execution of all contract documents and furnish a sufficient number of executed documents for the Owner and Contractor.

2. CONSTRUCTION PHASE SERVICES

2.1. Upon completion of bidding services, Garver shall begin the construction phase of the work and will accomplish the tasks further described below.

2.2. Issued for Construction (IFC) Documents

2.2.1. Garver will compile bid addendums and any other necessary plan changes due to post-bid project updates and/or funding changes into a final Issued for Construction (IFC) set of plans and specifications.

2.3. Submittals

2.3.1. Garver will evaluate and respond to construction material submittals and shop drawings. Corrections or comments made by Garver on the shop drawings during this review will not relieve Contractor from compliance with requirements of the drawings and specifications. The check will be for review of general conformance with the design concept of the project and general compliance with the information given in the contract documents. The Contractor will be responsible for confirming and correlating all quantities and dimensions, selecting fabrication processes and techniques of construction, coordinating his work with that of all other trades, and performing his work in a safe and satisfactory manner. Garver's review shall not constitute approval of safety precautions or constitute approval of construction means, methods, techniques, sequences, procedures, or assembly of various components. When certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, either directly or implied for a complete and workable system, Garver shall be entitled to rely upon such submittal or implied certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.

2.4. Notice to Proceed & Preconstruction Meeting

2.4.1. Garver will issue a Notice to Proceed letter to the Contractor and attend preconstruction meeting. Garver will provide meeting minutes for submission to all parties at the conclusion of the meeting.

2.5. Progress Meetings

2.5.1. As a minimum, Garver's Project Manager and Project Engineer will attend bi-weekly progress meetings with the Owner and Contractor. It is expected that 2 meetings will be held on-site. To the extent possible, progress meetings and visits to the site of the work should be scheduled to coincide with each new phase of construction, scheduled FAA inspections, and other times when Garver's presence is desirable. Garver's project engineer or his qualified representative will be available at all times work is in progress for telephone contact by the RPR. Garver's project engineer shall direct, supervise, advise, and counsel the Resident Project Representative and construction observation personnel in the accomplishment of Garver's duties. Garver will prepare for and attend any utility pre-construction meetings as required.

2.6. Owner Coordination

2.6.1. Garver will consult with and advise the Owner during the construction period. Garver will submit, when requested by the Owner, written reports to the Owner on the progress of the construction including any problem areas that have developed or are anticipated to develop.

2.7. RFIs

2.7.1. Garver will issue instructions to the Contractor on behalf of the Owner and issue necessary clarifications (respond to RFIs) regarding the construction contract documents.

2.8. Progress Payments

2.8.1. Garver will prepare Contractor's progress payment requests based on the actual quantities of contract items completed and accepted and will make a recommendation to the Owner regarding payment. Garver's recommendation for payment shall not be a representation that Garver has made exhaustive or continuous inspections to (1) check the quality or exact quantities of the Work; (2) to review billings from Subcontractors and material suppliers to substantiate the Contractor's right to payment; or (3) to ascertain how the Contractor has used money previously paid to the Contractor.

2.9. Record Drawings

2.9.1. Garver will maintain a set of working drawings and provide information for preparation of record drawings of the completed project. This information will be incorporated into final record drawings and will be provided to the Owner after project completion. Garver shall prepare a set of utility record drawings and prepare and furnish record drawings to local utilities as required.

2.10. Change Orders

2.10.1. When authorized by the Owner, Garver will prepare change orders or supplemental agreements for changes in the work from that originally provided for in the construction contract documents. If redesign or substantial engineering or surveying is required in the preparation of these change order documents, the Owner will pay Garver an additional fee to be agreed upon by the Owner and Garver.

2.11. Final Inspection

2.11.1. Garver will participate in a pre-final walkthrough with the Owner. Garver will also participate in a final project inspection with the Owner and Contractor, prepare a punch list, review final project closeout documents, and submit the final pay request.

2.12. On-Site Project Representative Services

2.12.1. Garver will provide part-time Resident Project Representative (RPR) services for the 30-calendar-day construction contract performance time. The proposed fee is based on approximately 4 hours per week during the construction contract performance time for the RPR, plus an additional one (1) week for weather and other delays beyond the Contractor's control. If the construction time extends beyond the time established in this agreement or if the Owner wishes to increase the time or frequency of the observation, the Owner will pay Garver an additional fee agreed to by the Owner and Garver. All RPR personnel shall have the appropriate experience and qualifications.

2.12.2. During the construction period, Garver's RPR will provide or accomplish the following:

- Consult with and advise the Owner during the construction period. Garver will submit, when requested by the Owner, written reports to the Owner on the progress of the construction including any problem areas that have developed or are anticipated to develop.
- As necessary, conduct safety meetings with the Contractor.
- Perform intermediate inspections in advance of the final inspection.
- Maintain a file of quantities incorporated into the work, test reports, certifications, shop drawings and submittals, and other appropriate information.
- Monitor the contractor's conformance to the approved construction safety and phasing plan.

2.12.3. In performing construction observation services, Garver will endeavor to protect the Owner against defects and deficiencies in the work of the Contractor(s); but Garver does not guarantee the performance of the Contractor(s), nor is Garver responsible for the actual supervision of construction operations. Garver does not guarantee the performance of the contracts by the Contractors nor assume any duty to supervise safety procedures followed by any Contractor or subcontractor or their respective employees or by any other person at the job site. However, if at any time during construction Garver observes that the Contractor's work does not comply with the construction contract documents, Garver will notify the Contractor of such non-compliance and instruct him to correct the deficiency and/or stop work, as appropriate for the situation. Garver will also record the observance, the discussion, and the actions taken. If the Contractor continues without satisfactory corrective action, Garver will notify the Owner immediately, so that appropriate action under the Owner's contract with the Contractor can be taken.

2.13. ADA Grant Closeout

2.13.1. At the conclusion of construction, Garver will assist the Owner with in submission of state grant closeout documents for the project.

3. PROJECT DELIVERABLES

3.1. The following deliverables will be submitted to the parties identified below. Unless otherwise noted below, all deliverables shall be electronic.

- Electronic 100% Issued for Bid Plans and Specifications to the Owner.
- Electronic Issued for Construction Plans and Specifications to the Owner and Contractor.
- Reviewed submittals to the Contractor.
- Electronic Record Plans and Specifications to the Owner.
- ADA Closeout Package to the Owner and ADA.
- Other electronic files as requested.

4. ADDITIONAL SERVICES

4.1. The following items are not included under this agreement but will be considered as additional services to be added under Amendment if requested by the Owner.

- Redesign for the Owner's convenience or due to changed conditions after previous alternate direction and/or approval. Changes conditions may include, but are not limited to major changes to pavement, building, or utility alignments.
- Deliverables beyond those listed herein.
- Surveying or Geotechnical Services.
- Pavement Design beyond that provided by TRUEGRID.
- Design of any utility relocation other than that listed herein.
- Engineering, architectural, or other professional services beyond those listed herein.
- Retaining walls or other significant structural design.
- Construction Materials Testing.
- Environmental Handling and Documentation, including wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items.
- Permitting for environmentally sensitive areas.
- Drainage analysis for approval by City of Bentonville jurisdiction other than that listed herein.
- Coordination with FEMA and preparation/submittal of a CLOMR and/or LOMR.
- Services after construction, such as warranty follow-up, operations support, and Part 139 inspection support.

5. SCHEDULE

5.1. Garver shall begin work under this Agreement upon execution of this Agreement and shall complete the work within a mutually agreeable schedule with the Owner.

Exhibit B-08

City of Bentonville
VBT West Turf Apron

Bid Package Development

WORK TASK DESCRIPTION	E-5	E-3	E-2	E-1	T-2	C-1	AM-2
	hr	hr	hr	hr	hr	hr	hr
1. Project Administration							
Development of QC Plan		1			2		
Coordination with Owner		4			2		
Coordination with City Planning		1			2		
Coordination with Bentonville Electric Utility		1			2		
Internal Bi-Weekly Progress Meetings (2)		2			2		
Design Kickoff Meeting		1			1		
Site Visit (2 people, 1 trip)		2			2		
CSPP Review Meeting (2 people, virtual)		1			1		
Subtotal - Project Administration	**0**	**13**	**0**	**0**	**14**	**0**	**0**

Exhibit B-08

City of Bentonville
VBT West Turf Apron

Bid Package Development

WORK TASK DESCRIPTION	E-5	E-3	E-2	E-1	T-2	C-1	AM-2
	hr	hr	hr	hr	hr	hr	hr
2. Civil Engineering							
Base Map Setup					4		
Establish Design Criteria and Parameters		1			2		
Review As-Built Drawings		1			2		
Submit Temporary Airspacing through OEAAA		1			1		
Develop Geometric Layout		1			4		
Draft Drainage Letter for City Review		1			4		
Final Plans							
Cover Sheet & Sheet Index					1		
Project Layout & Survey Control Plan		1			2		
Construction Safety Plans		1			4		
Construction Safety Details		1			1		
Erosion Control Plans		1			2		
Erosion Control Details					1		
Grading & Drainage Plans		1			2		
Grading & Drainage Details		1			1		
Utility Plans		1			2		
Utility Details					1		
Typical Sections		1			2		
Paving Plans		1			4		
Paving Details		1			1		
Develop Final Construction Contract Documents		2					4
Develop Final Technical Specifications		2			4		
Develop Final Supplemental Specifications		2			4		
Develop Final Quantities		2			4		
Develop Final Opinions of Probable Construction Costs		1			4		
Internal Quality Control (QC) Review	2	8			4		
Incorporate QC Review Comments		1			4		
Incorporate Final Owner Review Comments		1			4		
Upload Bid Documents to Plan Room							2
Dispense Plans and Specs to Prospective Bidders							1
Review and Respond to Request for Information (RFI)		1			2		
Draft and Distribute Addendums		1			2		
Bid Opening (2 people, on-site)		2			2		
Prepare Bid Tabulation		1			2		
Evaluate Bids and Prepare Recommendation of Award		2			4		
Prepare Contract Documents		2					4
Develop CATEX		1			2		
Subtotal - Civil Engineering	**2**	**44**	**0**	**0**	**83**	**0**	**11**
Hours	**2**	**57**	**0**	**0**	**97**	**0**	**11**

SUBTOTAL - SALARIES:	**$8,784.36**
LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:	**$16,807.99**
DIRECT NON-LABOR EXPENSES	
Document Printing/Reproduction/Assembly	$14.82
Postage/Freight/Courier	$25.00
Travel Costs (2 trips @ 12 mi/trip)	$20.00
SUBTOTAL - DIRECT NON-LABOR EXPENSES:	**$59.82**
SUBTOTAL:	**$25,652.17**
SUBCONSULTANTS FEE:	**$0.00**
PROFESSIONAL FEE	**$3,847.83**
TOTAL FEE:	**$29,500.00**

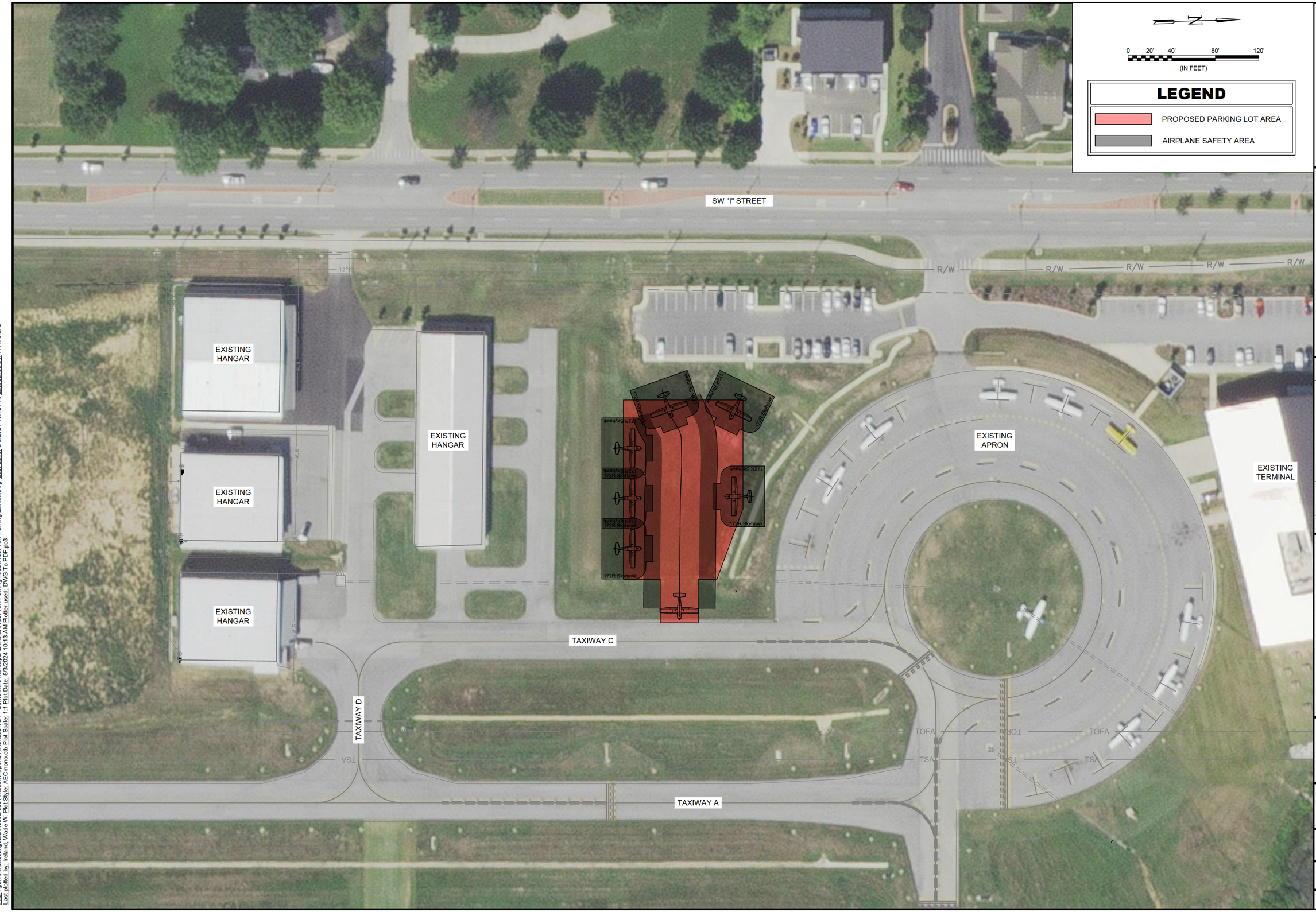
Exhibit B-08

City of Bentonville
VBT West Turf Apron

Construction Phase Services

WORK TASK DESCRIPTION	E-5	E-3	E-2	E-1	T-2	C-1	AM-2
	hr	hr	hr	hr	hr	hr	hr
1. Civil Engineering							
Prepare IFC Plans and Specs and submit to Contractor and Owner		1			2		
Prepare and Distribute Notice To Proceed		1					1
Prepare for Preconstruction Meeting		1			2		
Attend Preconstruction Meeting (2 people, on-site)		2			2		
Prepare and Distribute Preconstruction Meeting minutes					1		
Prepare Contractor Pay Application (2 applications)		1					2
Coordination with Inspector (2 hr/Week)		2			6		
Develop Submittal Log							1
Prepare Change Orders		1					2
Response to Contractor and RPR Inquiries		1			2		
Prepare for and Attend On-Site Progress Meetings (2 people, 2 meetings)		3			3		
Site Visits (2 people, 1 trip)		2			2		
Shop Drawings/Submittal Review & Responses		1			2		
Final Inspection and Punchlist		2			2		
Punchlist Coordination		1			2		
Final Walkthrough		2			2		
Develop and Distribute Record Documents		1			4		
Resident Project Representative Services (5 weeks @ 4 hr/week)						20	
ADA Grant Closeout		1					4
Subtotal - Civil Engineering	**0**	**23**	**0**	**0**	**32**	**20**	**10**
Hours	**0**	**23**	**0**	**0**	**32**	**20**	**10**

SUBTOTAL - SALARIES:	**$4,245.86**
LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:	**$8,124.03**
DIRECT NON-LABOR EXPENSES	
Document Printing/Reproduction/Assembly	$41.85
Postage/Freight/Courier	$25.00
Travel Costs (10 trips @ 12 mi/trip)	$85.00
SUBTOTAL - DIRECT NON-LABOR EXPENSES:	**$151.85**
SUBTOTAL:	**$12,521.74**
SUBCONSULTANTS FEE:	**$0.00**
PROFESSIONAL FEE	**$1,878.26**
TOTAL FEE:	**$14,400.00**



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REV	DATE	DESCRIPTION	BY

BENTONVILLE MUNICIPAL AIRPORT
BENTONVILLE, ARKANSAS

WEST TURF PARKING AREA

JOB NO.:
DATE: MAY 2024
DESIGNED BY: CMM
DRAWN BY: WWI

BAR IS ONE INCH ON ORIGINAL DRAWING
0 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

DRAWING NUMBER
EXHB-1

SHEET NUMBER **1**

File: \\garverinc.local\gdata\Resources\Aviation\Airports\Arkansas\VBT - Bentonville Municipal\Exhibits\West Turf Parking Area\West Turf Parking Exhibit.dwg Last Saved: 5/3/2024 10:12 AM Last saved by: WWireland
Last plotted by: Ireland, Wade W. Plot Style: AECmono.ctb Plot Scale: 1:1 Plot Date: 5/3/2024 10:13 AM Plotter used: DWG To PDF.pc3

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO WORK ORDER NO. 8 WITH GARVER ENGINEERING, IN THE AMOUNT OF FORTY-THREE THOUSAND NINE HUNDRED DOLLARS ($43,900.00), FOR DESIGN OF THE PARKING APRON AT THE BENTONVILLE MUNICIPAL AIRPORT; AND FOR OTHER PURPOSES.

WHEREAS, the approval of Work Order No. 8 includes construction administration and bid package preparation for construction of an airport parking hangar; and

WHEREAS, this is being funded by grant funds from the budget adjustment on the preceding item.

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

Section 1: The Mayor and City Clerk are hereby authorized to enter into Work Order No. 8 with Garver Engineering, in the amount of forty-three thousand nine hundred dollars ($43,900.00), for professional services administered for the aircraft parking hangar at the Bentonville Municipal Airport;

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

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

PASSED and APPROVED this _____ day of _____, 2026.

APPROVED:

_____
STEPHANIE ORMAN, Mayor

ATTEST:

_____
MALORIE MARRS, City Clerk

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	2/24/2026	**Submitted By:**	Patrick Johndrow
Phone:	479-271-6781	**For Department(s):**	Wastewater
Email:	pjohndrow@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Resolution Approving a Budget Adjustment for the Wastewater Development Fee Revenue Bond
Action Recommendation & Justification:	Requesting City Council approval of a Resolution to approve a budget adjustment related to the Wastewater Development Fee Revenue bond in the amount of $239,000,000.00 funded by the Alice Walton Foundation. A budget adjustment is needed.
Additional Comments for Consideration (Optional):	The amount has been reduced by $2,783,705.00 to account for 2 items approved by City Council on February 10, 2026. The budget adjustment also includes legal and bank fees related to the bond.
Amount for Approval:	$ 236,216,295

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
503040-39325	Bond Proceeds	$	$ 236,216,295
503040-47341	Sewer Line Improvements	$ 236,118,795	$
503040-48215	Bond Fees	$ 97,500.00	$
503040-43410	Professional Services/Other	$ 38,000.00	$

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

Budget Impact Notes for Consideration (Optional):

RESOLUTION NO. _____

A RESOLUTION ADJUSTING THE 2026 BUDGET FOR THE WASTEWATER DEVELOPMENT FEE REVENUE BOND; AND FOR OTHER PURPOSES.

WHEREAS, the 2026 budget needs to be adjusted due to the Wastewater Development Fee Revenue Bond in the amount of two hundred thirty-six million two hundred sixteen thousand two hundred ninety-five dollars ($236,216,295.00); and

WHEREAS, a budget adjustment is needed to recognize and appropriate funds.

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

Section 1: The 2026 Budget is hereby adjusted to recognize two hundred thirty-six million two hundred sixteen thousand two hundred ninety-five dollars ($236,216,295.00), from the Wastewater Development Fee Revenue bond funded by the Alice Walton Foundation, into Account #503040-39325 – Bond Proceeds;

Section 2: The 2026 Budget is further adjusted to appropriate from the above, two hundred thirty-six million one hundred eighteen thousand seven hundred ninety-five dollars ($236,118,795.00) into Account #503040-47341 - Sewer Line Improvements and ninety-seven thousand five hundred dollars ($97,500.00) into Account #503040-48215 Bond Fees;

Section 3: The 2026 Budget is further adjusted to appropriate thirty-eight thousand dollars ($38,000.00) from the Utility Fund into Account #503040-43410 - Professional Services/Other;

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

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

PASSED this _____ day of _____, 2026.

APPROVED:

ATTEST:

_____
STEPHANIE ORMAN, Mayor

_____
MALORIE MARRS, City Clerk

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	2/24/2026	**Submitted By:**	Preston Newbill
Phone:	479-271-3143	**For Department(s):**	water
Email:	pnewbill@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Resolution Authorizing the Bella Vista Village Property Owner's Association Wholesale Contract
Action Recommendation & Justification:	Resolution authorizing the Mayor and City Clerk to enter into an agreement with the Bella Vista Property Owners Association for the sale of water to be served within their service area. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	Proposed contract revision is for a 10 year period with a rate analysis every 5 years. A monthly based rate with annual adjustments determined by the Water and sewerage maintenance expenditure category of the Consumer Price Index, 30% markup to the Beaver water rate and a 17.5% share in all future capital costs that may be entailed or incurred in providing the infrastructure necessary to serve the Bella Vista Property Owners Association.
Amount for Approval:	$

Budget Impact

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

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

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

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

Budget Impact Notes for Consideration (Optional):

AGREEMENT

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

WITNESSETH THAT:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) The VILLAGE will pay to the CITY a BULK WATER CHARGE, which will recover the cost of water purchased by the CITY from Beaver Water District (BWD) for delivery to the VILLAGE. The VILLAGE will compensate the CITY for the sum of metered water volume from all metering sites, adjusted for the tested meter accuracies at the unit price per 1,000 gallons charged by BWD for water purchased for delivery to the VILLAGE plus a markup of thirty percent (30.0 %). The BULK WATER CHARGE shall be adjusted timely in accordance with periodic and retroactive adjustments as implemented by BWD, such that the BULK WATER CHARGE
billed to the VILLAGE is equal to the rate charged for water purchased from BWD for delivery to the VILLAGE, plus a 30% mark-up.

(c) In addition to the two parts the VILLAGE will pay each month described in sections (a) and (b), for any VILLAGE usage that exceeds 5.25 million gallons in a day or 291,600 gallons in an hour (as defined in Section 3 of this agreement) the VILLAGE shall pay a surcharge of 50% of the BWD volume rate to the CITY for all usage that exceeds the defined limits.

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

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

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

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

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

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

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

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

its own water distribution system. The CITY and VILLAGE shall share all future capital costs that may be entailed or incurred in providing the infrastructure necessary to serve the VILLAGE. The VILLAGE'S share shall be 17.5 percent. The CITY shall invoice the VILLAGE directly for its share (17.5%) of future capital costs based on the actual costs incurred. Payment of these invoices shall be subject to the same payment provisions as stated in paragraph 13, but the CITY, at its sole discretion, may choose to offer to extend the repayment or determine other arrangements to the mutual benefit of the CITY and VILLAGE.

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

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

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

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

a. Fraudulent misrepresentation as to the condition of the VILLAGE's distribution system as it relates to the protection and safety of the public water supply.

b. For emergencies where damage to property, equipment or life are likely to occur.

c. By order of the Arkansas Department of Health and Human Services or the U.S. Environmental Protection Agency.

d. If any rules or regulations of the Arkansas Department of Health and Human Services or the U.S. Environmental Protection Agency relating to the safety and protection of the public water supply are being abused or violated, as determined by the regulating agency.

e. For nonpayment as set forth in this agreement.

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

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

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

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

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

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

15. That the VILLAGE covenants and agrees that in the event of no registration by the master meters, the CITY may render an average bill to the VILLAGE for that portion of the month in which the nonregulation occurred. The volumetric usage to be used for the average bill shall be calculated based on the actual daily and hourly-metered volumes of the previous three months proportioned for the actual hours the meter was out of service.

16. That the VILLAGE covenants and agrees that it will accept and participate to the extent of its authority in any program where water rationing may become necessary due to an emergency resulting from limited supply of water, failure of transportation system, pumping equipment, plant equipment, electrical facilities, or from any other source beyond the control of the CITY, provided that all retail and wholesale customers of the CITY are likewise required to follow like rationing guidelines.

17. This agreement shall remain in full force and effect for an initial period of ten (10) years from and after the effective date of this agreement and shall automatically renew for subsequent five (5) year periods thereafter. Any party wishing not to renew this agreement at the conclusion of the initial term, or any five-year term, thereafter, must submit a written notice of non-renewal at least twelve (12) months prior to the date that the agreement would otherwise be renewed. The party to whom a notice of non-renewal is submitted shall acknowledge receipt of the notice in writing withing thirty (30) days of the date of the non-renewal notice. This agreement may be amended during any term only by written approval of both parties executed by the proper authority of the respective parties.

18. The parties agree to act in good faith and use due diligence in meeting their respective obligations under this agreement.

19. This agreement may be executed in counterparts, which together shall constitute a single agreement.

20. If at any time both parties are unable to resolve a dispute over the terms and conditions of this agreement, either party may request in writing that the matter be submitted for mediation. If both parties agree to mediation, they will select and agree on a mediator. The cost of mediation shall be equally shared and paid for by the CITY and the VILLAGE.

21. That this agreement and all of the provisions hereof shall be binding upon and ensure to the benefit of the parties hereto, their successors or assigns, and supersedes any other prior contract(s) for water purchase between the parties. Both parties agree and consent that neither this agreement nor any of the rights, interest, nor obligations hereunder shall be assigned by either of the parties hereto without the prior written consent of the other party excepts as herein provided.

22. All notices, request, demands and other communications under this agreement shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, to the following address:

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

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

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

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

CITY OF BENTONVILLE, ARKANSAS

ATTEST;

STEPHANIE ORMAN, Mayor

MALORIE MARRS, City Clerk

BELLA VISTA VILLAGE PROPERTY OWNERS ACCOCIATION

ATTEST;

Tom Judson, President

Jessica McCrary, Corporate Secretary

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH THE BELLA VISTA VILLAGE PROPERTY OWNER'S ASSOCIATION FOR THE SALE OF WATER; AND FOR OTHER PURPOSES.

WHEREAS, the Bentonville Water Department would like to enter into an agreement with the Bella Vista Village Property Owner's Association for the sale of water to be served within their service area.

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 the Bella Vista Village Property Owner's Association for the sale of water to be served within their service area.

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

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	2/24/2026	**Submitted By:**	Travis Matlock
Phone:	479-271-5941	**For Department(s):**	Electric
Email:	tmatlock@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Resolution Approving the Purchase a Skid Steer from Stribling Equipment, LLC
Action Recommendation & Justification:	A Resolution authorizing the purchase a skid steer and associated attachments from Stribling Equipment, LLC through participation in the Sourcewell Cooperative (Co-Op) contract 011723-JDC for $132,064.17 plus taxes. This is a 2026 budgeted item. Utility Board approved 5-0. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	The skid steer and attachments were budgeted for $140,000.00. This is a replacement for a piece of equipment originally purchased in 2010. Purchasing performed an evaluation of 011723-JDC, determining that the solicitation was in line with both State law and the City's Purchasing Policy.
Amount for Approval:	**$** 132,064.17

Budget Impact

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

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

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

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

Budget Impact Notes for Consideration (Optional):

JOHN DEERE

Prepared For

CITY OF BENTONVILLE ELECTRIC DEPARTMENT

3200 SW MUNICIPAL DR

BENTONVILLE, AR 727129143

(479) 721-6018

TMATLOCK@BENTONVILLEAR.COM

Prepared By

Austin Fason

Stribling Equipment, LLC

3838 Wagon Wheel Rd

Springdale, AR 72762

austin.fason@striblingequipment.com

Quote Id 1574716

Creation Date 02-Feb-2026

Expiration Date 09-Feb-2026

Customer Notes

SOURCEWELL CONTRACT: 011723-JDC
SOURCEWELL ACCOUNT/MEMBER NUMBER: 93163

Quote Summary

Equipment Summary	Selling Price	QTY In Group	Extended
333 P-Tier Compact Track Loader	**$103,038.25**	**1**	**$103,038.25**
Extended Warranty			**$2,070.00**
333 P, Powertrain And Hydraulics, 2000 Total Hours or 60 Total Months, 0 Deductible Date Quoted : 02-Feb-2026			
RS72 ROTARY CUTTER	**$15,498.29**	**1**	**$15,498.29**
Equipment Total			**$120,606.54**

Quote Summary	
Total Selling Price	$120,606.54
State - (6.5%)	$7,839.43
County - (1.0%)	$1,206.07
City - (2.0%)	$2,412.13
Sub-total	**$132,064.17**
Balance Due	**$132,064.17**

Salesperson : X _____ **Accepted By : X** _____

Selling Equipment

Quote # 1574716

Customer CITY OF BENTONVILLE ELECTRIC DEPARTMENT

333 P-Tier Compact Track Loader

QTY In Group : 1

Equipment Notes

Selling Price

Hours - - -

$105,108.25

Serial Number - - -

Stock Number - - -

PUK Parent Serial #

Equipment Summary

Code	Description	Qty	Adjusted Selling Price
00V0T	333 P-Tier Compact Track Loader	1	$125,077.00

Base / Options

Code	Description	Qty	Adjusted Selling Price
0202	United States	1	$0.00
0259	English Operator's Manual	1	$0.00
0351	Translated Text Labels	1	$0.00
0518	Level 5 Package - Prem Cab A/C, 2Spd, BPP Adj, Hi Flow, SL, RC, Power QT, Vent Seat, Dlx Lts, Rev Fan, Adv Display, Radio W/Mic, Rear Cam, Chrome, HD Grille	1	$1,658.00
0952	Rear View Camera	1	$0.00
1100	Less Detection System	1	$0.00
1362	2-Inch Seat Belt with Shoulder Harness	1	$0.00
183N	JDLink™	1	$0.00
1880	Less Receiver	1	$0.00
1900	Less Display	1	$0.00
1950	Less Application	1	$0.00
2000	Less Code	1	$0.00
2940	Less Grade Control	1	$0.00
5608	Wide Zig-Zag Bar Track - 17.7 In. (450 mm)	1	$0.00
8049	Engine Air Precleaner	1	$503.00
8030	Fire Extinguisher Bracket	1	$71.00
8059	Cab Severe Duty Polycarbonate Door	1	$2,432.00

8934	84 In. Heavy Duty Construction Bucket (21.0 Cu Ft) w/ Edge	1	$2,648.00
8048	Counterweight, (Triple Set)	1	$1,242.00
Total Base / Options			**$133,631.00**

Dealer Attachments

Code	Description	Qty	Adjusted Selling Price
BYT12419	Stackable Counterweight Field Kit	3	$1,161.00
BYT12289	Guard, Rear Bumper Large Frame SSL /CTL	1	$1,984.00
BYT12852	Guard, Auxilliary Hydraulic Quick Coupler	1	$380.00
Total Dealer Attachments			**$3,525.00**

Customer Discounts

Description	Discount Amount
Total Discounts	**($34,117.75)**

Value Added Services

Description	Qty	Agreed Price
Extended Warranty	1	$2,070.00
Total Value Added Services		**$2,070.00**
Selling Price Subtotal		**$105,108.25**
Total Selling Price		**$105,108.25**

RS72 ROTARY CUTTER

QTY In Group : 1

Equipment Notes

Selling Price

Hours - - -

$15,498.29

Serial Number - - -

Stock Number - - -

PUK Parent Serial #

Equipment Summary

Code	Description	Qty	Adjusted Selling Price
8342T	RS72 ROTARY CUTTER	1	$18,062.00

Base / Options

Code	Description	Qty	Adjusted Selling Price
1100	CARBIDE TOOTH KIT	1	$565.00
Total Base / Options			**$18,627.00**

Customer Discounts

Description	Discount Amount
Total Discounts	**($3,128.71)**
Selling Price Subtotal	**$15,498.29**
Total Selling Price	**$15,498.29**

Extended Warranty Proposal

PowerGard™ Protection Plan

333 P-Tier Compact Track Loader
Date: 02-Feb-2026

Machine/Use Information		Plan Description		Price	
Manufacturer	JOHN DEERE	Plan Type	POWERGARD	Deductible	$0.00
Equipment Type	Compact Track Loaders	Warranty Coverage	Powertrain And Hydraulics	Quoted Price	$2,070.00
Model	333 P	Total Months	60	PowerGard List	$2,070.00
Country	US	Total Hours	2000	Date Quoted	02-Feb-2026

MFWD/Tracks N

GRACE pricing is only good during the first 12 months or 1000 hours of ownership for new tractors during the John Deere basic warranty period. After this period, DELAYED pricing can be purchased up to the end of the John Deere basic warranty for tractors of 24 months or 2000 hours, and having passed a special inspection/certification process. The Total Months and Hours listed above include the John Deere basic Warranty. "Limited" Plan coverage = Engine & Powertrain only."Comprehensive" Plan coverage = Full Machine.

PowerGard Protection Proposal Prepared for:

Customer Name - Please Print

Customer Signature

I have been offered this extended warranty and

☑ I ACCEPT the PowerGard Protection
☐ I DECLINE the PowerGard Protection

If declined, I fully understand that any equipment listed above is not covered for customer Expenses due to component failures beyond the original basic warranty period provided by John Deere.

Note: This is not a contract. For specific PowerGard Protection coverage terms and conditions, please refer to the actual PowerGard Protection Plan contract for more information and the terms, conditions, and limitations of the agreement.

What PowerGard Protection is:

The PowerGard Protection Plan is an **extended warranty** program for reimbursement on parts and labor for covered components that fail due to faulty material or original workmanship that occur beyond the John Deere Basic Warranty coverage period. The agreement is between Deere & Company and the owners of select John Deere Commercial and Agricultural equipment, who purchase the PowerGard Plans for the desired coverage as indicated in this proposal.

What PowerGard Protection is not:

PowerGard Protection is **not insurance**. It also does not cover routine maintenance or high wear items, or insurance-related risks/perils such as collision, overturn, vandalism, wind, fire, hail, etc. It does not cover loss of income or loss of value of crops during or after an equipment failure. See the actual product-specific PowerGard Protection Plan agreement for a complete listing of covered components, and limitations and conditions under the program.

Features/Benefits:

PowerGard Protection includes the following features and benefits under the program:

- Pays for parts and labor costs incurred on failed covered components (less any applicable deductibles).
- Does not require pre-approval before repairs are made by the authorized John Deere dealership.
- Payments are reimbursed directly to the dealership, with no prepayment required by the contract holder.
- PowerGard Protection agreements ensure that only Genuine John Deere Parts are used in all repairs.
- PowerGard coverage is fully transferable to future owners, with no transfer fees when coverage remains.
- PowerGard ensures higher resale value and makes equipment more marketable during the sale or trade-in.
- PowerGard allows you to budget your total cost of ownership, with financing available through John Deere Financial or other sources.
- PowerGard helps prevent large, unexpected repair bills during later years of equipment ownership, in exchange for a smaller protection fee up front.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH STRIBLING EQUIPMENT, LLC FOR THE PURCHASE OF A SKID STEER AND ASSOCIATED ATTACHMENTS IN THE AMOUNT OF ONE-HUNDRED THIRTY-TWO THOUSAND SIXTY-FOUR DOLLARS AND SEVENTEEN CENTS ($132,064.17) PLUS TAXES; AND FOR OTHER PURPOSES.

WHEREAS, the Electric Department needs to purchase a skid steer and attachments.

WHEREAS, this purchase is being made through participation in the Sourcewell Cooperative contract 011723-JDC which is in line with both state statute and the City's Purchasing Policy.

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

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 Stribling Equipment, LLC for the purchase of a skid steer and associated attachments in the amount of One-Hundred Thirty-Two Thousand Sixty-Four Dollars and Seventeen Cents ($132,064.17) plus taxes.

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

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

PASSED this _____ day of _____, 2026.

APPROVED:

_____
Stephanie Orman, MAYOR

ATTEST:

_____
Malorie Marrs, CITY CLERK

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	2/24/2026	**Submitted By:**	Travis Matlock
Phone:	479-271-5941	**For Department(s):**	Inventory Warehouse
Email:	tmatlock@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Ordinance Approving a Waiver of Bid to Order 1/0 Underground Wire
Action Recommendation & Justification:	Approval of an Ordinance to waive competitive bidding to purchase 1/0 u/g wire from Stuart Irby, Unit Prices and estimated quantities attached, plus applicable taxes. plus applicable taxes. Due to market volatility and lead times related to these products, it would be neither practical or feasible to solicit competitive bids. Utility Board approved 5-0. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	Award is based on the low responsive quote per line item, for estimated totals: AECI in the estimated amount of $348,400.00
Amount for Approval:	**$** 348,400.00

Budget Impact

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

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

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

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

Budget Impact Notes for Consideration (Optional):

City of Bentonville Electric Utilities Department
15KV Underground Primary Cable
Quote Form

BEUD Inventory Part Number	Wire Size	Feet Required	Price Per Foot Irby	Extended Price	Lead Time	AECI	Techline
2147	1/0 Full Neutral AL	65000	$5.36	$348,400.00	26-28 weeks	*$4.43	no quote
		total 65,000'				*quoted Southwire and that does not meet spec	
Total Price for All Line Items				$348,400.00			

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK TO WAIVE COMPETITIVE BIDDING AND ENTER INTO AN AGREEMENT WITH STUART IRBY FOR THE PURCHASE OF 1/0 UNDERGROUND WIRE PER UNIT PRICES IN THE ESTIMATED AMOUNT OF THREE-HUNDRED FORTY-EIGHT THOUSAND FOUR HUNDRED DOLLARS ($348,400.00); PROVIDING FOR THE EMERGENCY CLAUSE; AND FOR OTHER PURPOSES.

WHEREAS, the Inventory Warehouse Department needs to purchase 1/0 Underground Wire;

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

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

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

Section 1: The Mayor and City Clerk are authorized to enter into an agreement with Stuart Irby, per the unit prices, for the purchase of 1/0 Underground Wire in the estimated amount of Three-Hundred Forty-Eight Thousand Four Hundred Dollars ($348,400.00).

Section 2: There exists an exceptional circumstance whereby the requirements of competitive bidding are neither practical nor feasible and the City Council; therefore, waives the requirements of competitive bidding for the purchase of the 1/0 Underground Wire.

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

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

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

PASSED this _____ day of _____, 2026.

APPROVED:

_____
Stephanie Orman, MAYOR

ATTEST:

_____
Malorie Marrs, CITY CLERK

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	2/24/2026	**Submitted By:**	Travis Matlock
Phone:	479-271-5941	**For Department(s):**	Inventory Warehouse
Email:	tmatlock@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Ordinance Approving a Waiver of Bid to Order Overhead Wire
Action Recommendation & Justification:	Approval of an Ordinance to waive competitive bidding to purchase overhead 477 wire from AECI, Unit Prices and estimated quantities attached, plus applicable taxes. Due to market volatility and lead times related to these products, it would be neither practical or feasible to solicit competitive bids. Utility Board approved 5-0. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	Award is based on the low responsive quote per line item, for estimated totals: AECI in the estimated amount of $176,378.95
Amount for Approval:	**$** 176,378.95

Budget Impact

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

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

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

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

Budget Impact Notes for Consideration (Optional):

ITEM	QNTY	UNIT	PART NO.	DESCRIPTION	AECI	Techline
1	92,345	FT	2184	WIRE 477 ACSR 18/1 PELCAN OH	$1.91	$2.08
				TOTAL	$176,378.95	

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK TO WAIVE COMPETITIVE BIDDING AND ENTER INTO AN AGREEMENT WITH AECI FOR THE PURCHASE OF OVERHEAD 477 WIRE PER UNIT PRICES IN THE ESTIMATED AMOUNT OF ONE-HUNDRED SEVENTY-SIX THOUSAND THREE-HUNDRED SEVENTY-EIGHT DOLLARS AND NINETY-FIVE CENTS ($176,378.95); PROVIDING FOR THE EMERGENCY CLAUSE; AND FOR OTHER PURPOSES.

WHEREAS, the Inventory Warehouse Department needs to purchase overhead 477 Wire;

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

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

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

Section 1: The Mayor and City Clerk are authorized to enter into an agreement with AECI, per the unit prices, for the purchase of overhead 477 Wire in the estimated amount of One-Hundred Seventy-Six Thousand Three-Hundred Seventy-Eight Dollars and Ninety-Five Cents ($176,378.95).

Section 2: There exists an exceptional circumstance whereby the requirements of competitive bidding are neither practical nor feasible and the City Council; therefore, waives the requirements of competitive bidding for the purchase of the overhead 477 Wire.

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

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

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

PASSED this _____ day of _____, 2026.

APPROVED:

_____
Stephanie Orman, MAYOR

ATTEST:

_____
Malorie Marrs, CITY CLERK

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	2/24/2026	**Submitted By:**	Travis Matlock
Phone:	479-271-5941	**For Department(s):**	Inventory Warehouse
Email:	tmatlock@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Ordinance Approving a Waiver of Bid to Order 3-ph Transformers
Action Recommendation & Justification:	Approval of an Ordinance to waive competitive bidding to purchase 3-ph transformers from AECI, Unit Prices and estimated quantities attached, plus applicable taxes. plus applicable taxes. Due to market volatility and lead times related to these products, it would be neither practical or feasible to solicit competitive bids. Utility Board approved 5-0. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	Award is based on the low responsive quote per line item, for estimated totals: AECI in the estimated amount of $190,622.00
Amount for Approval:	**$** 190,622.00

Budget Impact

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

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

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

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

Budget Impact Notes for Consideration (Optional):

City of Bentonville Electric Utilities Department

Three Phase Pad-Mount Distribution Transformers

Quote Form

Line Item Number	BEUD Inventory Part Number	KVA	Voltage	QTY	Price Each AECI	Ext. Price	Price Each Irby	Ext. Price
1	2044	75	120/208	1	$10,970.00	$10,970.00	$12,409.00	$12,409.00
2	2011	150	120/208	4	$13,695.00	$54,780.00	$13,810.00	$55,240.00
3	2031	300	277/480	1	$17,499.00	$17,499.00	$18,523.00	$18,523.00
4	2013	1500	277/480	1	$49,275.00	$49,275.00	$48,916.00	$48,916.00
5	2018	2000	277/480	1	$58,098.00	$58,098.00	$59,877.00	$59,877.00
						$190,622.00		$194,965.00

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK TO WAIVE COMPETITIVE BIDDING AND ENTER INTO AN AGREEMENT WITH AECI FOR THE PURCHASE OF 3-PH TRANSFORMERS PER UNIT PRICES IN THE ESTIMATED AMOUNT OF ONE-HUNDRED NINETY THOUSAND SIX-HUNDRED TWENTY-TWO DOLLARS ($190,622.00); PROVIDING FOR THE EMERGENCY CLAUSE; AND FOR OTHER PURPOSES.

WHEREAS, the Inventory Warehouse Department needs to purchase 3-ph transformers.

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

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

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

Section 1: The Mayor and City Clerk are authorized to enter into an agreement with AECI, per the unit prices, for the purchase of 3-ph transformers in the estimated amount of One-Hundred Ninety Thousand Six-Hundred Twenty-Two Dollars ($190,622.00).

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

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

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

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

PASSED this _____ day of _____, 2026.

APPROVED:

_____
Stephanie Orman, MAYOR

ATTEST:

_____
Malorie Marrs, CITY CLERK

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	2/24/2026	**Submitted By:**	Travis Matlock
Phone:	479-271-5941	**For Department(s):**	Inventory Warehouse
Email:	tmatlock@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Ordinance Approving a Waiver of Bid to Order Single Phase Transformers
Action Recommendation & Justification:	Approval of an Ordinance to waive competitive bidding to purchase single ph transformers from AECI, Unit Prices and estimated quantities attached, plus applicable taxes. plus applicable taxes. Due to market volatility and lead times related to these products, it would be neither practical or feasible to solicit competitive bids. Utility Board approved 5-0. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	Award is based on the low responsive quote per line item, for estimated totals: AECI in the estimated amount of $909,464.00
Amount for Approval:	**$** 909,464.00

Budget Impact

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

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

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

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

Budget Impact Notes for Consideration (Optional):

City of Bentonville Electric Utilities Department

Single Phase Pad-Mount Distribution Transformers

Quote Form

Line Item Number	BEUD Inventory Part Number	KVA	Voltage	QTY	Price Each AECI	EXT Price	Price Each Techline	EXT Price	Price Each Irby	Ext Price
1	2010	15	240/120	15	$2,515.00	$37,725.00	$3,685.00	$55,275.00	$3,684.00	$55,260.00
2	2024	25	240/120	10	$2,979.00	$29,790.00	$3,867.00	$38,670.00	$3,867.00	$38,670.00
3	2037	50	240/120	50	$3,756.00	$187,800.00	$4,654.00	$232,700.00	$4,654.00	$232,700.00
4	2043	75	240/120	40	$4,882.00	$195,280.00	$6,049.00	$241,960.00	$6,049.00	$241,960.00
5	2005	100	240/120	50	$6,002.00	$300,100.00	$6,399.00	$319,950.00	$6,399.00	$319,950.00
6	2016	167	240/120	15	$8,476.00	$127,140.00	$8,627.00	$129,405.00	$8,627.00	$129,405.00
7	2027	250	240/120	3	$10,543.00	$31,629.00	$11,395.00	$34,185.00	$11,395.00	$34,185.00
				TOTAL BID PRICE		$909,464.00		$1,052,145.00		$1,052,130.00

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK TO WAIVE COMPETITIVE BIDDING AND ENTER INTO AN AGREEMENT WITH AECI FOR THE PURCHASE OF SINGLE PHASE TRANSFORMERS IN THE ESTIMATED AMOUNT OF NINE-HUNDRED NINE THOUSAND FOUR-HUNDRED SIXTY-FOUR DOLLARS ($909,464.00); PROVIDING FOR THE EMERGENCY CLAUSE; AND FOR OTHER PURPOSES.

WHEREAS, the Inventory Warehouse Department needs to purchase single phase transformers;

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

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

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

Section 1: The Mayor and City Clerk are authorized to enter into an agreement with AECI, per the unit prices, for the purchase of single phase transformers in the estimated amount of Nine-Hundred Nine Thousand Four-Hundred Sixty-Four Dollars ($909,464.00).

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

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

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

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

PASSED this _____ day of _____, 2026.

APPROVED:

_____
Stephanie Orman, MAYOR

ATTEST:

_____
Malorie Marrs, CITY CLERK

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	2/27/2026	**Submitted By:**	Beau Thompson
Phone:	479-271-3140	**For Department(s):**	Water Utilities- Sewer Rehab
Email:	bthompson@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Resolution Awarding Bid IFB-26-05 for Shewmaker Interceptor Phase 1 - Tree Clearing
Action Recommendation & Justification:	Staff requests council award bid IFB-26-05 to Oz Lawn and Land in the amount of $49,993.02 for tree clearing operations associated with the future Bentonville Shewmaker Sewer Improvements project located in North Bentonville between NE Tiger Boulevard and NE A Street. Oz Lawn and Land was the lowest bidder and was selected following the city solicitation process for bids. No budget adjustment is needed. This project is funded by the Wastewater Development Fee. Utility Board approved 5-0. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	The contract includes the felling and mulching and/or removal of all trees within the designated clearing limits; mulching and/or lawful disposal of all downed trees and vegetation in accordance with applicable local, state, and federal regulations.
Amount for Approval:	$ 49,993.02

Budget Impact

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

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

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

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

Budget Impact Notes for Consideration (Optional):

4300 South J.B. Hunt Drive
Suite 240
Rogers, AR 72758

TEL 479.257.9188

www.GarverUSA.com

February 04, 2026

Beau Thompson
City of Bentonville – Bentonville Water Utilities
3200 SW Municipal Drive
Bentonville, AR 72712

Re: Bentonville Water Utilities

IFB-26-05 Shewmaker Interceptor Phase 1 Tree Clearing

Recommendation of Award

Dear Mr. Thompson:

Bids were received for the IFB-26-05 Shewmaker Interceptor Phase 1 Tree Clearing project at the Bid Opening Room, 1000 SW 14th Street, Bentonville, AR at 1:00pm on January 16, 2026. The bids have been checked for accuracy and for compliance with the contract documents. The tabulation form attached was produced by the City of Bentonville Purchasing Department and delivered to Garver.

A total of 4 bids were received on the project. **Oz Lawn & Land, LLC** submitted the recommended bid for the project in the amount of **$49,993.02**. The Engineer's Opinion of Probable Cost was $113,163.00.

We believe that the bid submitted by Oz Lawn & Land, LLC represents a good value for the City of Bentonville. Contingent upon communication being established with the bidder, we recommend that the construction contract for the Shewmaker Interceptor Phase 1 Tree Clearing be awarded to Oz Lawn & Land, LLC.

Please contact me if you have any questions.

Sincerely,

[redacted]

GARVER

Chris W. Randall, PE
NWA Water Market Team Leader

CITY OF BENTONVILLE, ARKANSAS PURCHASING AND COMPLIANCE DEPARTMENT

FORMAL SEALED BID TABULATION

Date of Bid Opening:	1/29/2026	Time of Bid Opening:	1:00 PM CST	IFB-26-05

Solicitation Title: Shewmaker Interceptor Phase 1 Tree Clearing

				Bidders:	Trees & Scapes, LLC		Tunstill Construction, LLC		Oz Lawn & land, LLC		On Point Excavation, LLC	
1	FELLING ALL TREES >3" DIA. (CUT 4' ABOVE GRADE)	AC	0.22		21,195.00	4,662.90	20,140.00	4,430.80	4,300.00	946.00	6,156.06	1,354.33
2	MULCHING OR REMOVAL AND OFFSITE DISPOSAL OF CUT TREES	AC	0.22		29,775.00	6,550.50	20,140.00	4,430.80	8,217.26	1,807.80	6,156.06	1,354.33
3	FELLING ALL TREES >3" DIA. (CUT 4' ABOVE GRADE)	AC	0.98		21,195.00	20,771.10	20,140.00	19,737.20	4,300.23	4,214.23	8,500.00	8,330.00
4	MULCHING OR REMOVAL AND OFFSITE DISPOSAL OF CUT TREES	AC	0.98		29,775.00	29,179.50	20,140.00	19,737.20	8,217.26	8,052.91	8,500.00	8,330.00
5	FELLING ALL TREES >3" DIA. (CUT 4' ABOVE GRADE)	AC	2.18		21,195.00	46,205.10	21,140.00	46,085.20	4,300.23	9,374.50	15,679.00	34,180.22
6	MULCHING OR REMOVAL AND OFFSITE DISPOSAL OF CUT TREES	AC	2.18		29,775.00	64,909.50	21,140.00	46,085.20	8,217.26	17,913.63	15,679.00	34,180.22
7	FELLING ALL TREES >3" DIA. (CUT 4' ABOVE GRADE)	AC	0.56		21,995.00	12,317.20	21,140.00	11,838.40	4,300.23	2,408.13	11,233.00	6,290.48
8	MULCHING OR REMOVAL AND OFFSITE DISPOSAL OF CUT TREES INSIDE FLOODPLAIN	AC	0.20		29,775.00	5,955.00	21,140.00	4,228.00	8,217.26	1,643.45	11,233.00	2,246.60
9	FELLING ALL TREES >3" DIA. (CUT 4' ABOVE GRADE)	AC	0.10		21,995.00	2,199.50	21,140.00	2,114.00	4,300.23	430.02	4,500.00	450.00
10	MULCHING OR REMOVAL AND OFFSITE DISPOSAL OF CUT TREES	AC	0.10		29,775.00	2,977.50	21,140.00	2,114.00	8,217.26	821.73	4,500.00	450.00
11	CONSTRUCTION ENTRANCE	EA	1		6,284.00	6,284.00	2,000.00	2,000.00	-	-	6,000.00	6,000.00
	SUBTOTAL OF BID PRICE					$ 202,011.80		$ 162,800.80		$ 47,612.40		$ 103,166.19
13	Contingency	1	5%		$ 10,100.59		$ 8,140.04		$ 2,380.62		$ 5,158.31	
	Total Bid Price				$ 212,112.39		$ 170,940.84		$ 49,993.02		$ 108,324.50	

Total Bid Price was corrected during bid evaluation.

946.00

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

TABULATION VERIFICATION

[redacted]

Tanya Moore
Purchasing and Compliance Agent

Lindsay Clevenger

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH OZ LAWN AND LAND FOR TREE CLEARING OPERATIONS ASSOCIATED WITH THE FUTURE BENTONVILLE SHEWMAKER SEWER IMPROVEMENTS PROJECT IN THE AMOUNT OF FORTY-NINE THOUSAND NINE-HUNDRED NINETY-THREE DOLLARS AND TWO CENTS ($49,993.02); AND FOR OTHER PURPOSES.

WHEREAS, Oz Lawn and Land is the lowest responsive bidder for bid IFB-26-05;

WHEREAS, this contract is for tree clearing operations associated with the future Bentonville Shewmaker Sewer Improvements project located in North Bentonville between NE Tiger Blvd and NE A Street.

WHEREAS, No budget adjustment is necessary.

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

Section 1: The Mayor and City Clerk are authorized to enter into a contract with Oz Lawn and Land in the amount of Forty-Nine Thousand Nine-Hundred Ninety-Three Dollars and Two Cents ($49,993.02) for tree clearing operations.

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

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	2/24/2026	**Submitted By:**	Beau Thompson
Phone:	479-271-3140	**For Department(s):**	Water Utilities- Sewer Rehab
Email:	bthompson@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Resolution to Approve Shewmaker Phase 2 Amendment #3 - Engineering Design Services
Action Recommendation & Justification:	Staff request that the mayor and city clerk enter into an agreement with Garver Engineering, for Amendment # 3, in the amount of 1,916.752.00 for engineering design services for the Shewmaker Basin Interceptor Improvements - Phase 2. Phase 2 includes the redesign of North Lift Station to 7 MGD pumping capacity, 3,400 ' of force main to the WRRF and 9,000' of 24" gravity sewer from Tiger Boulevard to Central Ave. The project is funded by the Wastewater Development Fee. Utility Board approved 5-0. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	The current contract is valued at $1,027,622.00, this increases the total contract amount to $2,944,374.00. Garver Engineering was originally selected by standard professional services procurement process.
Amount for Approval:	**$** 1,916,752.00

Budget Impact

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

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

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

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

Budget Impact Notes for Consideration (Optional):

AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES
CITY OF BENTONVILLE, ARKANSAS
Project No. 2302097

CONTRACT AMENDMENT NO. 03

This Contract Amendment No. 03 ("Amendment"), effective on the date last written below, shall amend the original contract between the City of Bentonville, Arkansas ("Owner") and Garver, LLC ("Garver"), dated August 20, 2024, referred to in the following paragraphs as the "Agreement."

The Agreement is hereby modified as follows:

EXHIBIT A – SCOPE OF SERVICES

1. The attached hereto Exhibit A-3 is to be included, in its entirety, as a part of Exhibit A of the Agreement.

Exhibit B – Compensation Schedule

2. The attached hereto Exhibit B-3 is to be included, in its entirety as a part of Exhibit B of the Agreement.

Terms and conditions of the Agreement not modified herein remain unchanged and in full force and effect.

This Amendment may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Owner and Garver have executed this Amendment effective as of the date last written below.

CITY OF BENTONVILLE, ARKANSAS	GARVER, LLC
By: _____ *Signature*	By: _____ *Signature*
Name: Stephanie Orman *Printed Name*	Name: Jerry T. Martin, PE *Printed Name*
Title: Mayor	Title: Water Team Leader
Date: _____	Date: _____
Attest: _____	Attest: _____

EXHIBIT A-3
AMENDED SCOPE OF SERVICES

Project Overview

Generally, Amendment No. 03 is providing professional engineering services for the Bentonville Sewer Improvements and Master Plan Phase 02 design for the upgrades of the Shewmaker Interceptor. .

The two phases of the Shewmaker Sewer Basin improvements are being designed as separate phases. Phase 01 focuses on the improvements required for the lower Shewmaker sewer basin. Phase 02 will focus on the improvements required for the upper Shewmaker sewer basin as well as design of a new 7 MGD North Lift Station and force main to the Water Resource Recovery Facility (WWRF). The improvement design is based on the existing system assessment model with the anticipated known project loads in the upper Shewmaker Sewer Basin. The future system assessment model provided by the City is being used to determine maximum infrastructure loads and required interceptor sizing for the design. The preliminary existing and future models from the City were contracted to be completed and reviewed for quality control by a separate consulting firm. Garver was not contracted to perform any additional review of the models provided by the City.

Phase 01 of the Shewmaker Interceptor Improvements was to include the improvement of approximately 6,700 linear feet of the existing 12” VCP interceptor from the North Lift Station to MH 320-3331, at the interceptor junction south of NE Tiger Blvd, to 24-inch PVC. This phase is currently under contracted design.

Phase 02 includes the preliminary and final design plans for upgrading approximately 9,000 linear feet of 10-inch to 12-inch VCP Interceptor in the upper Shewmaker Basin to 18-inch and 24-inch PVC, design of a new 7 MGD North Lift Station and design of 3,400 linear feet of new 18” force main to the WWRF. The Phase 02 interceptor improvements will be between MH 320-3331 at the interceptor junction south of NE Tiger Blvd and MH 363-6129 at E Battlefield Blvd and E Central Ave.

Phase 02 Services

1. Project Management – Phase 02

a. General Project Management & Document Control - Manage all efforts of the project team, individual team members, client coordination and sub-consultant management and coordination. Manage and maintain appropriate records and documentation of project decisions, modifications, activities, communication, correspondence, and schedules.

b. Kick-off Meeting – Conduct one (1) 2-hour in-person meeting with the Owner engineering staff to accelerate design process to hit accelerated design and construction timelines. Meeting minutes will be prepared and distributed by Garver.

c. Progress Meetings – Conduct monthly progress meetings with the Owner. These meetings will be held in-person with a virtual option. Meeting agenda and minutes will be prepared and distributed by Garver.

d. Quality Control - At the major milestones a Principal or Senior Engineer will conduct a review of the design. The quality review will follow the engineer's guidelines and procedures that have been established to ensure the application of industry design practices.

e. Permitting and Stakeholder Coordination

- Arkansas Department of Energy and Environment (ADEE) – This task includes submittal of STAA and SWPPP for regulatory compliance review and comments. Coordinate and develop responses to regulatory review comments as directed by the Owner.
- Arkansas Department of Health (ADH) – This task includes support for City of Bentonville in the submission of the preliminary and final design documents for review, coordination and comments. Coordinate and develop up to 2 responses to regulatory review comments as directed by the Owner.
- US Army Corps of Engineers (USACE) – This task includes coordination with USACE throughout the preliminary and final design phase. It is assumed that construction impacts will qualify under a NW-58 general permit and no formal permit will be required. It is assumed that construction impacts of streambank restoration within the utility easement will qualify under NWP 13. This task does not include the preparation of an individual permit (IP).
- City of Bentonville (CoB) – This task includes submittal of an in-house large scale permit application and final design documents for CoB review and approval. This task also includes support for three rounds of CoB comments, including coordinating and developing responses to review comments as well as updating design documents as needed.
- Miscellaneous Stakeholder Coordination – identify and perform general coordination with remaining stakeholders to understand potential design impacts, permitting requirements, and construction constraints. This coordination will be done via phone or email and does not include additional coordination meetings.

2. FEMA / No-Rise Certificate – Phase 02

a. City of Bentonville No-Rise Certification

The proposed project is located near the confluence of Shewmaker Creek and Town Branch Creek; these creeks are both mapped as Zone AE with floodway by FEMA. The proposed project is within the shared 1% annual chance floodplain of both creeks, but outside of the regulatory floodways. Garver will perform hydraulic analyses on Town Branch Creek and Shewmaker Creek to determine the potential effects of the proposed project on the 1% annual chance floodplains.

The Benton County Flood Insurance Study (FIS) Report provides a summary of discharges along Shewmaker Creek and Town Branch Creek. These flows will be utilized for the hydraulic analyses. No additional hydrologic analyses will be performed; any required hydrologic analyses will be considered additional services.

Garver is currently performing a hydraulic analysis on Shewmaker Creek for a separate project and has already acquired the Effective hydraulic model. This model is a 1-dimensional (1D) HEC-RAS model. This model will be utilized for the Existing (Pre-Project) Conditions Model for Shewmaker Creek and will be updated per the proposed design to reflect Proposed (Post-Project) Conditions. Floodway runs will be conducted using the Effective floodway boundary to determine any adverse impacts to the floodway along Shewmaker Creek.

A FEMA data request will be performed to acquire the Effective model for Town Branch Creek. The $300 fee for the FEMA data request is included in the project fee. The Benton County FIS states that the Effective model was produced for the 1997 FIS in HEC-2, which is now an outdated hydraulic modeling software. Garver will produce an updated hydraulic model of Town Branch Creek using 1D HEC-RAS. The updated model will extend from Lettered Section D (downstream of Tiger Boulevard) to Lettered Section B (approximately 1,600 feet downstream of the confluence of Shewmaker Creek). Garver will utilize lidar topography and project survey to represent the Existing (pre-project) conditions topography of the floodplain and any roadway crossings. Garver will collect four (4) hydraulic cross sections to supplement lidar along the channel. A Proposed (Post-Project) Conditions model will be created based on the existing model to reflect the proposed project design. Floodway runs will be conducted using the Effective floodway boundary to determine any adverse impacts to the floodway along Town Branch Creek.

Based on the hydraulic analyses of both creeks, a no-rise condition within the floodplain will be determined. Up to two (2) proposed conditions will be iterated to determine the design required to meet a no-rise. A hydraulic report will be developed describing the analyses, and a no-rise certificate will be provided if the proposed project shows no-rise to the existing Base Flood Elevations (BFEs) of both creeks. Because the net fill due to the project is estimated to be relatively small or none, the project is anticipated to cause no rise to the BFEs of both creeks. If the proposed project cannot meet the no-rise condition, a map revision will be required, and the tasks required for a map revision are not included in this scope and would be considered additional services.

3. Survey – Phase 02

a. Design Surveys

The overall topographic survey for the project will be completed as part of Amendment 01 for the entirety of the Phase 01 and Phase 02 sections. However, additional survey such as Lidar of the interior of the lift station, existing force main locates, and stream cross sections will be required in Phase 02. If there are additional areas of survey required due to scope additions or unforeseen challenges encountered, the additional scope and fee will be agreed upon and submitted as an amendment.

b. Property Surveys

Garver will locate existing monumentation representing property lines, right of way and/or easements based on record data which will be provided by an abstractor under a subconsultant agreement with Garver.

Prepare right-of-entry (ROE) letters using the Owner's template for each affected property to perform necessary surveys. If property owners do not respond to the initial letter, send a follow-up request letter via certified U.S. Mail, return receipt requested. Furnish the return receipt to the Owner as evidence of its compliance with this paragraph.

c. Subsurface Utility Engineering – Level B

Garver will subcontract with USM will complete a Google Earth desktop review and call for an 811-design ticket per the state of Arkansas' requirements. Upon receiving the utility owners' information, USM will contact them to either locate their assets or provide maps. If any fees are charged by utility owners for any of their information or services, the fees will be given to the client/Gaver. After all utility owners have been reached and maps have been provided, USM will compile all maps provided to prepare for field visits and the SUE investigation. Upon completion of the fieldwork and investigation, USM will compile all field investigation notes, utility information/utility owner comments, and provide a report of the findings.

Deliverables:
1) Civil 3D dwg. of utilities

2) PDF sheet of all utilities per section requested

3) SUE report of Evidence in Section

4. Property Acquisition Documents (20 properties max) – Phase 02

a. Exhibits and Documentation

Garver will provide mapping as required for preparing easement acquisition documents to Garver's property acquisition sub-contractor to use in acquiring the easements necessary for the project. Documentation will include a key map showing all affected properties and an individual tract map with written description of temporary and permanent acquisition for each property. The fee for providing property acquisition documentation is based on one exhibit

per property that contains existing sewer easements, proposed permanent easements, permanent right of way and proposed temporary construction easements for no more than twenty (20) properties. Property acquisition document preparation will begin after receiving the Owner's comments from the Preliminary Design review. Garver will provide initial documentation for negotiation and/or filing, and adjust the easement exhibit and legal descriptions up to one (1) time per property owner request.

Garver will develop property owner notification letters and project information cards. Garver will distribute the property owner notification letters to the surrounding property owners. The project information cards will be used by all team personnel onsite to distribute to the public. This information card will be used to direct interested parties to the information website.

b. Property Acquisition Services

Garver will sub-contract property acquisition services and provide acquisition documents to the sub-contractor. Property appraisals and negotiations will be coordinated with the Owner for approval and the property acquisition sub-contractor will provide the negotiation services with property owners for required easements.

Garver will mobilize a survey crew a maximum of four (2) trips to the site to stake the proposed easements at 100' offset, for a maximum of 20 tracts

Project Management

Comprehensive project management and administrative services shall be provided for the duration of the assignment. Services shall include development and maintenance of an initial property owner listing with complete and current contact information; preparation and distribution of weekly status reports to stakeholders summarizing service status, tasks completed, and tasks remaining; and ongoing coordination with the Client and property ownership regarding contractual matters, design development, funding considerations, and other project-related activities necessary to support successful project execution.

A structured file management system shall be implemented and maintained whereby all project and parcel-related documents are retained, with permanent records transferred to the Owner upon request. Copies of all correspondence and documented contacts with property owners shall be maintained as part of the official project record.

Administrative services shall include conducting an initial meeting with the Client/Owner at the outset of the project to review parcel acquisition service requirements. This meeting shall establish and document the Owner's processes and policies governing land acquisition services, including specific parameters and authority for negotiations.

Appraisal Services

A real estate market study, compiled by a licensed appraisal officer familiar with local properties, will be provided that outlines a range of values for all property types impacted. The intent is to secure as many parcels as possible through the use of appraisal waivers. Please note that no parcel can be acquired through condemnation unless an appraisal is completed, as a result we are including a price for an appraisal on all non-City owned tracts as a worst case scenario. Fees for appraisal services will be billed to the Owner.

The appraiser and property acquisition sub-contractor will prepare and conduct personal pre-appraisal contact with the property owner or their designated representative and offer and opportunity to accompany the appraiser on the inspection of the subject property.

The appraiser will prepare an appraisal report for each parcel to be acquired, except those owned by the City of Bentonville. This report will conform to the Uniform Standards of Professional Appraisal Practice as promulgated by the Appraisal Foundation. As necessary, prepare written notification to the Client of any environmental concerns associated with the right of way to be acquired that could require environmental remediation.

Acquisition Services

All services necessary to facilitate parcel and easement acquisition shall be performed by the property acquisition sub-contractor in accordance with Client requirements. Services shall include review of title documents to confirm proper parties of interest prior to initiation of negotiations; review of appraisal reports and confirmation of Client approval before presenting offers; preparation and delivery of Client-approved offer letters using conveyance instruments provided by the Client, with any owner-requested modifications subject to Client approval. Written offers shall be delivered in person when practicable, or otherwise transmitted via Certified Mail or Priority Mail with Return Receipt Requested.

Property owner inquiries shall be addressed within two (2) business days, and a detailed contact log shall be maintained for each parcel. All required parties shall execute conveyance documents, and completed acquisition documentation shall be transmitted to the City. Executed conveyance instruments shall be recorded with the appropriate county, and recorded copies shall be provided to the City

Condemnation Support Services

If negotiations are unsuccessful, the property acquisition sub-contractor will prepare and send a final offer package to the property owner(s) by Regular Mail and Certified Mail, with a Return Receipt Requested.

Agent will prepare and provide the Client with a Request for Condemnation Package, including a recommendation to proceed with condemnation. The package shall include a memo reflecting all interested parties to be joined in the condemnation proceeding, appraisal, initial offer package, final offer package, negotiator reports, and any additional information necessary to prepare the parcel for condemnation.

5. Geotechnical Investigation – Phase 02

Garver will determine geotechnical exploration locations for design and constructability of improvements. Garver will sub-contract geotechnical exploration services to determine general subsurface conditions at those locations and to gather data on which to base a geotechnical evaluation with respect to the proposed construction. The geotechnical exploration will gather data for testing of subsurface soils, depth and type of rock, ground water, and other information needed for identification of excavation, backfill type and depth, and foundation designs.

The work will include test borings, laboratory analysis and geotechnical evaluation appropriate to address the geotechnical aspects of the proposed construction. The geotechnical exploration

results & report will be provided to BWU as a stand-alone document from the geotechnical consultant.

The scope of services will include geotechnical site reconnaissance and subsurface exploration by test bores and laboratory analysis. The proposed subsurface exploration will consist of eight (8) total test borings. During the advancement of each boring, disturbed samples will be collected using Standard Penetration Testing (SPT). Each boring will be advanced to the planned termination depth or auger refusal, whichever occurs first. Four (4) SPT samples will be collected in the upper 10 feet of each boring, followed by 5-foot sampling intervals thereafter. It should be noted that rock coring is not included in this proposal.

The following summarizes the proposed drilling program for Phase 02:

1. Six (12) test bores to a depth of 15 feet or auger refusal.
2. Two (4) test bores to a depth of 40 feet (including rock coring).

6. Environmental Services – Phase 02

a. Wetland Delineation

Garver will complete a wetland delineation of the Phase 2 Wetland Study Area, which comprises a total of approximately 9.9 acres and is defined as two 20-foot-wide corridors totaling 2.3 miles long for the proposed alignment and 40-foot-wide corridors for the potential re-route areas, which total approximately 0.9 mile long. These potential re-route areas are likely needed to accommodate 20-foot-wide temporary construction easements, staging areas, and/or permanent easements per property owner negotiations. The delineation will include field evaluation and mapping of jurisdictional waters of the United States, including streams, in accordance with the regulatory guidance as of the date of notice to proceed. Each potentially jurisdictional feature will be mapped with a sub-meter GPS, which will be used to create shapefiles for use in determining avoidance and minimization of impacts. The delineation will utilize methodologies outlined in the Supplement to the Corps of Engineers Wetlands Delineation Manual: Eastern Mountains & Piedmont Regions Version 2.0. Garver will accomplish the following as part of the wetland delineation:

- Review pertinent resources related to the Phase 2 Wetland Study Area's hydrology and soils, and review of historical topographic maps and aerial photographs.
- Field survey of wetlands and streams within the Phase 2 Wetland Study Area.
- Create shapefiles from field collected data to be utilized in wetland report exhibits and for quantification of wetland acreages and stream lengths within the Phase 2 Wetland Study Area.
- Complete a wetland delineation report of findings that includes necessary documentation for submittal to the USACE to obtain a Preliminary Jurisdictional Determination and appropriate Section 404 Nationwide Permit (NWP). This report will be delivered electronically.

Field verification with USACE, if required, is not included in this contract but can be added by contract amendment.

b. Section 404 Nationwide Permit Package and USACE Coordination

Garver will coordinate with the USACE regarding impacts to potentially jurisdictional waters of the United States and will assist in coordinating the issuance of a Section 404 Nationwide Permit (NWP). **A Section 404 Individual Permit and any mitigation planning beyond the requirements identified with a NWP are considered extra work**. Garver will:

- Assist with USACE coordination for the issuance of the appropriate Section 404 NWP for project impacts within the Phase 2 Wetland Study Area.
- Compile a Section 404 NWP package that will include the following:
    - Form 6082 (NWP).
    - Impact determinations (acreage and linear feet) shown on aerial exhibits and/or design plan sheets.
    - Functional Value Assessment for determining required wetland and/or stream mitigation credits.
- Locate a USACE-approved mitigation bank and coordinate with the Client to purchase the USACE-approved number of wetland and/or stream mitigation bank credits (if needed).
- Coordinate issuance of Section 404 NWP.

Garver will stay in close coordination with design team regarding revisions and design changes throughout the permitting process.

In support of Section 404 permitting, Garver will conduct initial coordination with the U.S. Fish and Wildlife (USFWS) to ensure federally listed threatened and endangered species of concern listed for the Phase 2 Wetland Study Area are identified, as well as their preferred habitats, to avoid/minimize impacts. This coordination includes receipt of an automated response from USFWS through their Information for Planning and Consultation (IPaC) project planning tool, which will assist in providing information related to species existence, habitat, and mitigation. If suitable habitat for any listed threatened or endangered species is encountered within the Phase 2 Wetland Study Area, it may be necessary to survey for certain species. Presence/absence surveys for any listed threatened or endangered species are not included as a part of this scope.

In support of Section 404 permitting and if required by USACE, Garver will conduct initial coordination with the State Historic Preservation Officer (SHPO) to determine if historic or archaeological sites are present within the Phase 2 Wetland Study Area. This would be done through submittal of a letter and maps to SHPO providing description of the project's area of potential effect. If SHPO recommends a Cultural Resources Survey be completed and if approved by the Client as additional work, a Phase I Cultural Resources Survey of the Phase 2 Wetland Study Area will be performed and the results provided to SHPO and USACE in support of Section 106 clearance. If an adverse effect is determined by SHPO, additional coordination, surveys, or reporting can be completed as extra work.

c. Accommodation of Design Changes

Garver will conduct additional coordination as needed with the USACE regarding impacts to potentially jurisdictional waters of the United States resulting from design changes. Phase 2 design changes are anticipated due to the expedited project schedule and need to submit information to USACE as soon as possible.

As necessary, Garver will revise project impacts associated with the potential re-route areas within the 40-foot-wide corridors, which total approximately 0.9 mile long. Garver will re-calculate mitigation credit requirements if necessary and coordinate changes with mitigation bank(s) and USACE. Garver will submit revised project impact information to USACE for their issuance of the appropriate Section 404 NWP. These supplemental documents will be delivered electronically to USACE. Revisions resulting in a new alignment or routes beyond the currently identified potential re-route areas would be considered extra work.

As the large site construction stormwater pollution prevention plan (SWPPP) and Short Term Activity Authorizations (STAAs) being prepared for Phase 2 will not be submitted to the Arkansas Division of Environmental Quality (DEQ) until the alignment is finalized, revisions to the Phase 2 SWPPP and STAAs are not anticipated to be required and would be considered extra work.

d. DEQ Water Quality Permitting

As there are no 303(d) listed streams in the Phase 2 Wetland Study Area (per Arkansas DEQ EnviroView website) and Garver assumes that blanket Section 401 water quality certification from the DEQ will be obtained through issuance of the appropriate Section 404 NWP, individual water quality certification planning is not anticipated and considered extra work.

Garver will prepare a large site construction stormwater pollution prevention plan (SWPPP) in accordance with DEQ standards in order to obtain a National Pollutant Discharge Elimination System (NPDES) permit for proposed work within the Phase 2 Wetland Study Area. The SWPPP will be submitted to DEQ for review and approval and obtain a construction site notice of coverage for the project. Garver will pay the initial permitting fee ($200). Garver will:

- Review, comment on, and refine SWPPP design sheets to meet DEQ standard requirements for site plans.
- Work with designers on selection of best management practices (BMPs) for erosion and sediment control.
- Complete written SWPPP report per DEQ template.
- Coordinate with DEQ for issuance of Notice of Coverage for Phase 2.

Garver will coordinate issuance of up to 13 STAAs for Phase 2 in accordance with DEQ standards for stream crossings. Garver will pay the permitting fee for up to 13 STAAs (estimated at $1,950).

7. Preliminary Design – Phase 02

a. 50% Plans – Prepare alignment plan and profile drawings (1":20'). These plans will be to a 50% level and will include proposed interceptor and manhole locations, property ownership, trenchless construction identified, and spacing to existing infrastructure.

The following is the estimated sheet list for the Shewmaker Interceptor Improvements, New North Lift Station and Force Main:

- Cover Sheet (Assume 2 sheets)
- Location/Key Map (Assume 2 sheets)
- General Notes, Legend, Abbreviations (Assume 12 sheets)
- Easement Layouts (Assume 8 sheets)
- Interceptor Plan and Profile Sheets (Assume 20 sheets)
- North Lift Station Site Civil (Assume 10 sheets)
- North Lift Station Demolition Sheets (Assume 6 sheets)
- North Lift Station Process and Instrumentation Diagram (Assume 8 sheets)
- North Lift Station Electrical (Assume 15 sheets)
- North Lift Station Structural (Assume 12 sheets)
- North Lift Station Process (Assume 8 sheets)
- Force Main Plan and Profile Sheets (Assume 8 sheets)
- Civil Detail Sheets (Assume 12 sheets)
- Mechanical Detail Sheets (Assume 7 sheets)
- Structural Detail Sheets (Assume 8 sheets)
- Electrical Detail Sheets (Assume 4 sheets)

Estimated total number of sheets: 142

b. 50% OPCC – Prepare an estimate of construction quantities and develop an AACE Class 2 (-15% to +20%) preliminary opinion of probable construction cost (OPCC).

c. Utility coordination: identify utility potential conflicts and perform general coordination with the stakeholders to understand potential design impacts, permitting requirements, and construction constraints. This coordination will be done via phone or email and does not include additional coordination meetings.

d. Deliverables

The following will be submitted to the Owner in Digital PDF format in conjunction with an online review session:

- Design (50%) plans
- AACE Class 2 OPCC

8. Final Design – Phase 02

a. 100% Plans – Following approval of the preliminary design plans, Garver will prepare final design plans (100%) for all sheets.

b. 100% Specifications – Following approval of the draft final specifications, Garver will prepare final design specifications (100%). These specifications will include all technical specifications and the front-end documents including proposal forms, notice to bidders, bid forms, and bond forms.

c. 100% OPCC – Prepare an estimate of construction quantities and develop an AACE Class 1 (-15% to +20%) opinion of probable construction cost (OPCC).

d. Utility coordination: identify utility potential conflicts and perform general coordination with the stakeholders to understand potential design impacts, permitting requirements, and construction constraints. This coordination will be done via phone or email and does not include additional coordination meetings.

e. 100% Design Review Meeting – Conduct one (1) 2-hour in-person workshop with the Owner to present and review the 100% design deliverables, discuss review comments, and confirm design path forward. Meeting minutes will be prepared and distributed by Garver.

f. Issued for Bid Documents – Incorporate comments received on the 100% submittal and regulatory permits and prepare bid ready documents.

g. Deliverables

The following will be submitted to the Owner in Digital PDF format in conjunction with an online review session:

- Final Design (100%) plans
- Design (100%) specifications
- AACE Class 1 OPCC
- 50% Owner comment spreadsheet with comment responses
- Issued regulatory permits and bid ready documents.

9. Bidding Services – Phase 02

Bidding services will be provided for a maximum of two separate bids for this phase of improvements. The bidding period for bidders is anticipated to extend for a 60-day duration. During the bidding phase of the project, Garver will:

a. Provide support for bid advertisement, construction contract documents, and any associated information for download by prospective bidders.

b. Support the contract documents by preparing up to two (2) addenda as appropriate.

c. Prepare agenda and facilitate one (1) pre-bid meeting, as well as prepare meeting minutes with bidder attendance.

d. Attend the bid opening, prepare bid tabulation, evaluate bids, and recommend award.

e. Issued for Construction Documents – Incorporate any required changes and addenda to construction ready documents.

f. Deliverables

The following will be submitted to the Owner in Digital PDF format:

- Issued for Bid Plans
- Issued for Bid Specifications
- AACE Class 1 OPCC
- Bid opening agenda, meeting minutes and recommendation of award
- Issued for Construction Plans
- Issued for Construction Specifications
- 100% Owner comment spreadsheet with comment responses

Issued for Bid – Hardcopy Documents:

- Two (2) full size (22”x34”) sets of plans
- Two (2) half sized (11”x17”) sets of plans
- Two (2) specification books

10. Extra Work Not Included

The following items are not included under this agreement but will be considered as extra work:

A. Redesign for the Owner’s convenience or due to changed conditions after previous alternate direction and/or approval
B. Tree survey by a certified arborist
C. Storm drainage design for street improvements
D. Profiling of street improvements
E. Subsurface Utility Engineering (SUE) (Owner to secure direct contract)
F. Submittals or deliverables in addition to those listed herein
G. Design of any utility’s relocation other than the water and wastewater segments listed
H. Traffic Control Plans
I. Completion of a National Environmental Policy Act (NEPA) document
J. Conducting a quantitative air quality analysis or air quality modeling
K. Conducting a noise impact analysis
L. Conducting threatened or endangered species surveys
M. Obtaining Section 7 clearance from USFWS
N. Preparation of a detailed habitat assessment report
O. Tribal coordination
P. Conducting archaeological site monitoring or cultural resources surveys and/or architectural surveys beyond the Phase I cultural resources survey
Q. Developing a cultural resources mitigation plan
R. Developing a Memorandum of Agreement (MOA) or completion of mitigation stipulations related to a MOA
S. Section 404 Individual Permit and any mitigation planning beyond the requirements identified with a Section 404 NWP, including on-site and/or off-site permittee responsible mitigation
T. Individual water quality certification
U. Phase I or II Environmental Site Assessment
V. Coordination with FEMA for preparation/submittal of a CLOMR and/or LOMR, including Section 7 clearance for documenting “no take”
W. Environmental Handling and Documentation, including mitigation plans or other work related to environmentally or historically (culturally) significant items
X. Cost Recovery Matrix

Extra Work will be as directed by the Owner in writing for an additional fee as agreed upon by the Owner and Garver.

11. Schedule

Garver shall begin work under this Agreement within three (3) days of a Notice to Proceed (NTP). Subconsultants shall begin work under this agreement within ten (10) days of a signed. A mutually agreed upon schedule between Owner and Garver will be determined prior to project kickoff. Schedule will assume design and construction of upper interceptor, north lift station, and force main occur concurrently in Phase 02.

EXHIBIT B - 3
(AMENDED COMPENSATION SCHEDULE)

The table below presents a summary of the fee amounts and fee types for this Agreement.

WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
Project Management	$15,062.00	Hourly Rate + Expenses
Historical Data Review	$4,953.00	
Baseline Development	$25,533.00	
Collection System Assessment	$111,070.00	
Capital Improvements Plan Development	$64,020.00	
Critical Project Conceptual Design	$173,862.00	
TOTAL FEE	$394,500.00	
AMENDMENT NO. 01		
Project Management – Phase 01	$64,540.00	Hourly Rate + Expenses
FEMA / No-Rise Certificate – Phase 01	$13,270.00	
Survey – Phase 01	$88,350.00	
Property Acquisition Documents (5 properties max) – Phase 01	$34,540.00	
Geotechnical Investigation – Phase 01	$9,430.00	
Environmental Services – Phase 01	$64,140.00	
Basis of Design Report	$35,350.00	
Preliminary Design – Phase 01	$122,660.00	
Final Design – Phase 01	$108,660.00	
Bidding Services – Phase 01	$19,250.00	
TOTAL FEE	$560,190.00	
AMENDMENT NO. 02		
Early Tree Clearing Package – Phase 01	$72,932.00	Hourly Rate + Expenses
TOTAL FEE	$72,932.00	
AMENDMENT NO. 03		
Project Management – Phase 02	$127.570.00	Hourly Rate + Expenses
FEMA / No-Rise Certificate – Phase 02	$26,820.00	
Survey - Phase 02	$120,336.00	
Property Acquisition Documents (20 properties max) - Phase 02	$270,125.00	
Geotechnical Investigation - Phase 02	$52,451.00	
Environmental Services - Phase 02	$53,230.00	
Preliminary Design - Phase 02	$512,750.00	
Final Design - Phase 02	$691,920.00	

Bidding Services - Phase 02	$61,550.00	
TOTAL FEE	$1,916.752.00	
TOTAL AMENDED CONTRACT FEE		
TOTAL FEE	$2,944,374.00	Hourly Rate + Expenses

The Owner will pay Garver for Service rendered at the agreed upon rates for each classification of Garver's personnel (may include contract staff classified at Garver's discretion) plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel. The total amount paid to Garver under this Agreement is estimated to be $394,500.00 + $560,190.00 + $72,932.00 + $1,916,752.00 for a total fee of $2,944,374.00. The agreed upon rates will be increased annually with the first increase effective on or about July 1, 2026. Notwithstanding the foregoing, Garver shall be entitled, in its sole discretion, to substitute a more qualified person (e.g., C-4) with a less qualified person (e.g., C-1); provided however, in such event Garver shall only be entitled to payment at the lesser rate.

Expenses other than salary costs that are directly attributable to performance of our Services will be billed as follows:

1. Direct cost for outside reproduction and presentation material preparation, and mail/courier expenses.
2. Charges similar to commercial rates for reports, plan sheets, presentation materials, etc.

Garver shall provide Owner notice when Garver is within ten percent (10%) of the not-to-exceed amount. In which event, Owner may direct Garver to proceed with the Services up to the not-to-exceed budgetary threshold before ceasing performance of the Services or increase the not-to-exceed amount with notice to Garver. Underruns in any phase may be used to offset overruns in another phase as long as the overall Agreement amount is not exceeded.

Exhibit B-4
(AGREED UPON RATES)
Garver Hourly Rate Schedule: July 2025 - June 2026

Classification	Rates
Engineers / Architects	
E-1	$ 141.00
E-2	$ 164.00
E-3	$ 188.00
E-4	$ 220.00
E-5	$ 268.00
E-6	$ 329.00
E-7	$ 457.00
Planners	
P-1	$ 170.00
P-2	$ 213.00
P-3	$ 265.00
P-4	$ 296.00
P-5	$ 333.00
Designers	
D-1	$ 128.00
D-2	$ 146.00
D-3	$ 174.00
D-4	$ 208.00
D-5	$ 256.00
Technicians	
T-1	$ 103.00
T-2	$ 124.00
T-3	$ 151.00
T-4	$ 195.00
Surveyors	
S-1	$ 63.00
S-2	$ 84.00
S-3	$ 113.00
S-4	$ 161.00
S-5	$ 203.00
S-6	$ 237.00
S-7	$ 280.00
S-8	$ 353.00
2-Man Crew (Survey)	$ 244.00
3-Man Crew (Survey)	$ 305.00
2-Man Crew (GPS Survey)	$ 301.00
3-Man Crew (GPS Survey)	$ 374.00
Construction Observation	
C-1	$ 122.00
C-2	$ 152.00
C-3	$ 186.00
C-4	$ 240.00
C-5	$ 289.00

Classification	Rates
Resource Specialists	
RS-1	$ 113.00
RS-2	$ 149.00
RS-3	$ 211.00
RS-4	$ 290.00
RS-5	$ 362.00
RS-6	$ 446.00
RS-7	$ 498.00
Environmental Specialists	
ES-1	$ 113.00
ES-2	$ 142.00
ES-3	$ 181.00
ES-4	$ 214.00
ES-5	$ 269.00
ES-6	$ 345.00
ES-7	$ 431.00
ES-8	$ 487.00
Project Controls	
PC-1	$ 115.00
PC-2	$ 152.00
PC-3	$ 194.00
PC-4	$ 248.00
PC-5	$ 303.00
PC-6	$ 392.00
PC-7	$ 491.00
Management / Administration	
AM-1	$ 82.00
AM-2	$ 104.00
AM-3	$ 145.00
AM-4	$ 186.00
AM-5	$ 227.00
AM-6	$ 295.00
AM-7	$ 378.00
M-1	$ 552.00

RESOLUTION NO. _____

A RESOLUTION APPROVING AMENDMENT 3 WITH GARVER, LLC IN AN AMOUNT NOT TO EXCEED ONE MILLION NINE-HUNDRED SIXTEEN THOUSAND SEVEN-HUNDRED FIFTY-TWO DOLLARS ($1,916,752.00); AND FOR OTHER PURPOSES.

WHEREAS, The City of Bentonville has entered into an agreement with Garver, LLC dated August 20, 2024.

WHEREAS, the parties have negotiated an amendment to said agreement in an amount of One Million Nine-Hundred Sixteen Thousand Seven-Hundred Fifty-Two Dollars ($1,916,752.00) for engineering design services for the Shewmaker Basin Interceptor Improvements – Phase 2.

WHEREAS, the City Council finds that approval of this amendment is in the best interest of the City and its residents.

WHEREAS, no budget adjustment is needed.

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

Section 1: The Mayor and City Clerk are authorized to execute said Amendment with Garver, LLC in an amount not to exceed One Million Nine-Hundred Sixteen Thousand Seven-Hundred Fifty-Two Dollars ($1,916,752.00)

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

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

PASSED and APPROVED this _____ day of _____, 2026.

APPROVED:

_____
STEPHANIE ORMAN, MAYOR

ATTEST:

_____
MALORIE MARRS, CITY CLERK

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	2/24/2026	**Submitted By:**	Donald Schmidt
Phone:	(479) 271-3140	**For Department(s):**	Water Utilities - Water
Email:	dschmidt@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Resolution Approving the Purchase a Hydro Excavation Truck from RCH, Inc.
Action Recommendation & Justification:	A Resolution authorizing the Mayor and City Clerk to enter into an agreement with River City Hydraulics, Inc., for the purchase of a Ram Vac HX-12 Hydro Excavator, through participation in a cooperative contract, in the amount of $584,035.74. Utility Board approved 5-0. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	This truck was approved in the 2026 budget and will replace unit #3020-43, which is 17 years old and has numerous. Staff reviewed comparable manufacturers available through the cooperative contract and determined that the Ram Vac HX-12 provides the best overall value to the City based on cost, operational performance, service support, and the proximity of the authorized service center. Purchasing reviewed Sourcewell contract 101221-SCA for compliance and authorizes its use.
Amount for Approval:	**$** 584,035.74

Budget Impact

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

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

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

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

Budget Impact Notes for Consideration (Optional):

Funding for this purchase will come out of GL account 503020-47410.

Contract Pricing Confirmation

River City Hydraulics would like to formally submit the following equipment proposal through the Sourcewell cooperative purchasing program for consideration by the City of Bentonville.

Equipment:
Sewer Equipment Company of America
Ram Vac HX-12 Hydro Excavator

Sourcewell Contract:
Contract #101221-SCA

Pricing:
Not to exceed $584,035.74

Agency Information:
City of Bentonville
Sourcewell Member ID: 93163

This proposal is submitted in accordance with Sourcewell cooperative purchasing guidelines and pricing. City of Bentonville will be responsible for sales tax only at the time of unit registration and is not included in sale price. Please let us know if any additional documentation, specifications, or approvals are required to proceed.

Thank you for your time and consideration.

Walker, LA	Sherwood, AR	Memphis, TN	Tulsa, OK
9188 Comar Dr	122 Magnet Dr	3135 E Shelby Dr	12609 E. 60th St. #1
Walker, LA	Sherwood, AR	Memphis, TN	Tulsa, OK
70785	72120	38118	74146

1-800-365-6183

River City Hydraulics, Inc.
P.O. Box 6033
Sherwood, AR 72124
Phone: (501) 835-5230
Fax: (501) 834-1233

Purchase Agreement

Date	Estimate #
1/29/2026	30080

Name / Address	Ship To
City of Bentonville 1000 SW 14th Street Bentonville, AR 72712	City of Bentonville 3200 Municipal Drive Bentonville, AR 72712

P.O. No.	Terms	Rep	Unit Number	Serial Number	VIN
	Due on receipt	RM			

Item	Description	Qty	U/M	Rate	Total
SEWER EQUIP...	RAMVAC HX-12 HYDRO EXCAVATOR MOUNTED ON NEW AND UNUSED KENWORTH T880 CHASSIS ENGINE: MX13 455HP	1	ea	596,457.00	596,457.00
SOURCEWELL...	SOURCEWELL DISCOUNT	1		-12,421.26	-12,421.26
	Water System: 1300 gal Duraprolene tank capacity Hydraulic Powered Water Pump Via Transmission PTO Drive rated 10 GPM @ 3000 PSI Water Pressure Display 400,000 BTU Water Heater 2.5" Hydrant Fill system w/ 25' hose Air Purge Valve, Recirculation System and Wash Station 75' of 3/8" Hose w/ retractable reel				
	Electrical: NEMA 4 Control Panel Wireless Remote Control Hour Meter				
	Compartment: Steel shroud encloses all water components 80,000 BTU Compartment Heater Roll Up Doors Heated Equipment Locker				

All documents pertaining to and required for financing/loan must be submitted to lienholder before delivery of unit. All payments are required within five business days of delivery.

Date _____

Print

Any applicable material surcharges or tariffs imposed on this order prior to delivery will be passed on to the buyer. This will increase the final price at time of delivery.

Initial: ____

RIVER CITY HYDRAULICS
RCH
SINCE 1982

River City Hydraulics, Inc.
P.O. Box 6033
Sherwood, AR 72124
Phone: (501) 835-5230
Fax: (501) 834-1233

Purchase Agreement

Date	Estimate #
1/29/2026	30080

Name / Address	Ship To
City of Bentonville 1000 SW 14th Street Bentonville, AR 72712	City of Bentonville 3200 Municipal Drive Bentonville, AR 72712

P.O. No.	Terms	Rep	Unit Number	Serial Number	VIN
	Due on receipt	RM			

Item	Description	Qty	U/M	Rate	Total
	Vacuum System: 4400 CFM Blower 8" Vacuum Hose system 18" HG vacuum rating Cyclone Separator Heavy Duty Final Filter Box Vacuum Enhancer Directional Discharge System Hydrostatic Blower Drive via rear mount chassis engine pump drive				
	Boom: Hydraulic Powered Dig Deep Boom 330° Working Radius Boom Reach - 18' extendable to 23' (2) Boom Mounted Work Lights				
	Truck: Mounting to Kenworth T880 Chassis Alum Toolbox 18"x18"x30" Driver Side Mud flaps, Bumper LED D.O.T. approved lighting				

All documents pertaining to and required for financing/loan must be submitted to lienholder before delivery of unit. All payments are required within five business days of delivery.

Date _____

Print

Any applicable material surcharges or tariffs imposed on this order prior to delivery will be passed on to the buyer. This will increase the final price at time of delivery.

Initial: ____

RIVER CITY HYDRAULICS
RCH
SINCE 1982

River City Hydraulics, Inc.
P.O. Box 6033
Sherwood, AR 72124
Phone: (501) 835-5230
Fax: (501) 834-1233

Purchase Agreement

Date	Estimate #
1/29/2026	30080

Name / Address	Ship To
City of Bentonville 1000 SW 14th Street Bentonville, AR 72712	City of Bentonville 3200 Municipal Drive Bentonville, AR 72712

P.O. No.	Terms	Rep	Unit Number	Serial Number	VIN
	Due on receipt	RM			

Item	Description	Qty	U/M	Rate	Total
	Debris Tank: 12 cubic yards (2500 gal) Debris Tank Hydraulic Dump, 50° Dump Angle (Cylinder) Debris Level Indicator Debris Tank Flush Fold Down Pipe Rack Hydraulic Powered Open/Close Rear Door				
	Accessories: (4) 8" x 6' Extension Tubes (5) Quick Clamps 8" (1) 8" x 6' Digging Tube Hydro-Excavation Dig Wand Kit Variable Degree Washdown Gun (1) Hydrant Wrench 25' Fill Hose Operations, Maintenance, Safety Manuals				
	OPTIONS INCLUDE:				
	DEBRIS BODY PUMP OFF SYSTEM				
	2" WYE-STRAINER ON INLET FILL SYSTEM				
	LED ARROW STICK				
	LED AMBER STROBE LIGHT				
	LED STROBE PACKAGE				
	REAR BACKUP CAMERA W/ 7" MONITOR				
	AIR PURGE SYSTEM				
	SIX 28" D.O.T. SAFETY CONES AND HOLDER				

All documents pertaining to and required for financing/loan must be submitted to lienholder before delivery of unit. All payments are required within five business days of delivery.

Date _____

Print

Any applicable material surcharges or tariffs imposed on this order prior to delivery will be passed on to the buyer. This will increase the final price at time of delivery.

Initial: ____

River City Hydraulics, Inc.
P.O. Box 6033
Sherwood, AR 72124
Phone: (501) 835-5230
Fax: (501) 834-1233

Purchase Agreement

Date	Estimate #
1/29/2026	30080

Name / Address	Ship To
City of Bentonville 1000 SW 14th Street Bentonville, AR 72712	City of Bentonville 3200 Municipal Drive Bentonville, AR 72712

P.O. No.	Terms	Rep	Unit Number	Serial Number	VIN
	Due on receipt	RM			

Item	Description	Qty	U/M	Rate	Total
	CENTRAL LUBRICATION SYSTEM				
	CITY OF BENTONVILLE SOURCEWELL # 93163 SEWER EQUIPMENT SOURCEWELL # 101221-SCA				

All documents pertaining to and required for financing/loan must be submitted to lienholder before delivery of unit. All payments are required within five business days of delivery.

Signature _____ Date _____

Print _____

Subtotal	$584,035.74
Sales Tax (0.0%)	$0.00
Total	$584,035.74

Any applicable material surcharges or tariffs imposed on this order prior to delivery will be passed on to the buyer. This will increase the final price at time of delivery.

Initial: ____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH RIVER CITY HYDRAULICS, INC. FOR THE PURCHASE OF A RAM VAC HX-12 HYDRO EXCAVATOR IN THE AMOUNT OF FIVE-HUNDRED EIGHTY-FOUR THOUSAND THIRTY-FIVE DOLLARS AND SEVENTY-FOUR CENTS ($584,035.74); AND FOR OTHER PURPOSES.

WHEREAS, the need has arisen for the City of Bentonville to enter into a contract with River City Hydraulics, Inc. for the purchase of a Ram Vac HX-12 Hydro Excavator.

WHEREAS, this purchase is being made through participation in the Sourcewell Cooperative Contract 101221-SCA which is in line with Arkansas State Statutes and the City Purchasing Policy.

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 River City Hydraulics, Inc. for the purchase of a Ram Vac HX-12 Hydro Excavator in the amount of Five-Hundred Eighty-Four Thousand Thirty-Five Dollars and Seventy-Four Cents ($584,035.74).

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:

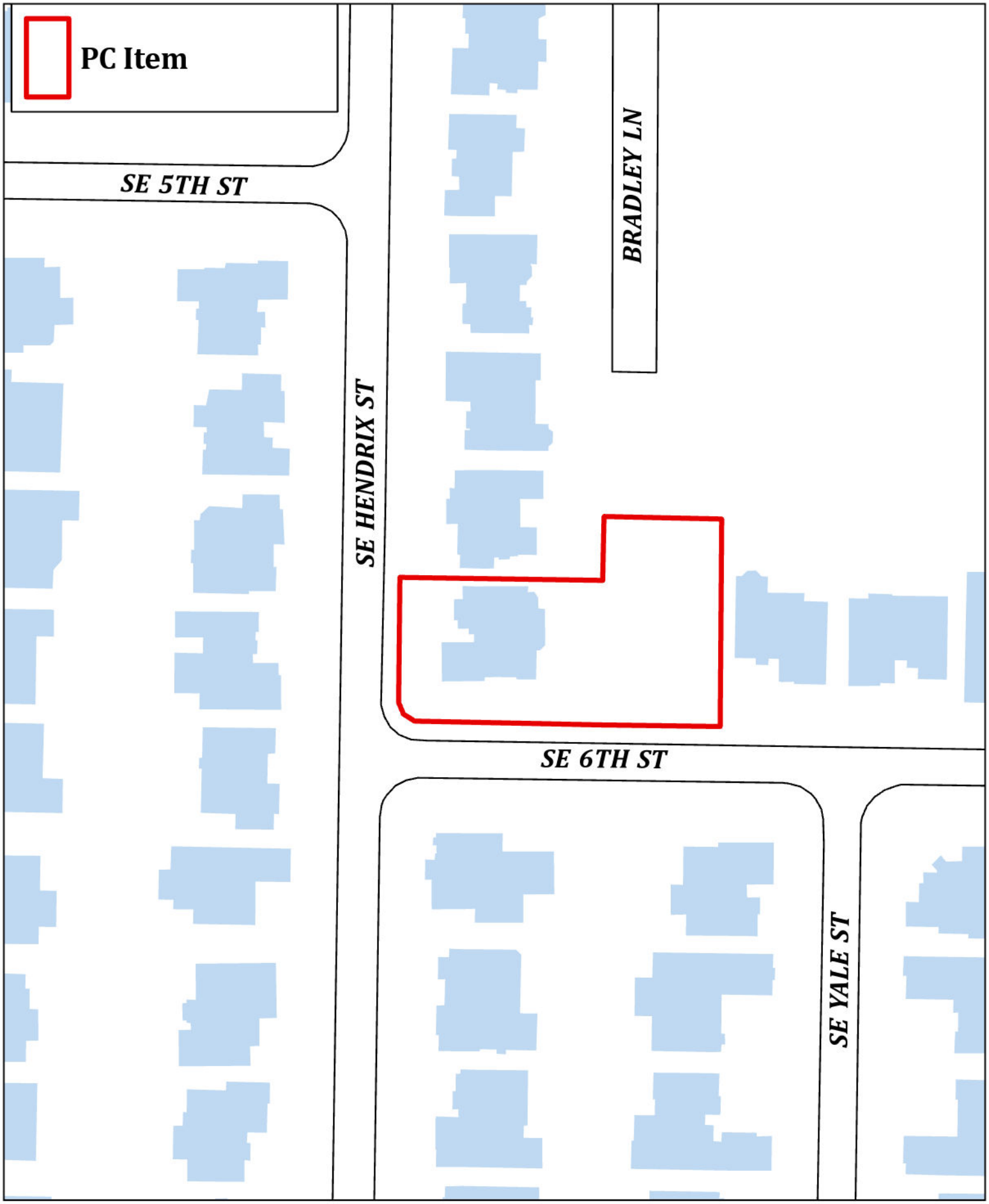
_____
STEPHANIE ORMAN, MAYOR

ATTEST:

_____
MALORIE MARRS, CITY CLERK

	Consent Agenda Item
	For the City Council meeting on February 24, 2026

Details



PLA25-0036
Creating Lot 1 Vosberg
507 SE HENDRIX ST

FLOOD CERTIFICATION:
I CERTIFY THAT I HAVE EXAMINED THE OFFICIAL FLOOD INSURANCE HAZARD RATE MAP PANEL NO. 05007C0260K (EFFECTIVE DATE 06/05/2012) AND FOUND THE DESCRIBED PROPERTY HEREON LIES IN ZONE "X", AN AREA HAVING NO SPECIAL FLOOD HAZARDS.

NOTES:

1. OWNER/DEVELOPER: VOSBERG, STEVEN MICHAEL & BRANDI, (504) 913-6797
2. 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.
3. BASIS OF BEARINGS: ARKANSAS STATE PLANE COORDINATE SYSTEM, NORTH ZONE.
4. DECLARATION IS MADE TO ORIGINAL PURCHASER OF THE SURVEY. IT IS NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS.
5. THIS SURVEY IS VALID ONLY IF THE DRAWING INCLUDES THE SEAL AND SIGNATURE OF THE SURVEYOR.
6. SETBACKS SHALL BE PER THE CURRENT ZONING DISTRICT AS STATED IN THE MOST RECENT CITY OF BENTONVILLE ZONING CODE. FOR MORE VISIT WWW.BENTONVILLEPLANNING.COM OR CALL THE PLANNING DEPARTMENT AT (479) 271-3122.
7. THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION, ATLAS MAPS AS MAY BE AVAILABLE FROM MUNICIPALITIES OR UTILITY COMPANIES, AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEE . THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES STATE THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.
8. 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.
9. 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.
10. THIS SURVEY DOES NOT PROVIDE SURVEY CONTROL FOR FUTURE CONSTRUCTION.
11. FLOOD ZONES SHOWN BY GRAPHIC PLOTTING ONLY.
12. ALL STRUCTURES MUST MAINTAIN A MINIMUM OF 20' CLEARANCE FROM ALL ELECTRIC LINES
13. BEUD'S STANDARD PRACTICE IS TO PLACE UNDERGROUND EQUIPMENT (TRANSFORMERS, SECONDARY PEDESTALS, JUNCTION BOXES, ETC) ON THE LOT LINE OF A DEVELOPMENT. ANY ADJUSTMENTS TO THE PROPERTY LINE THAT RESULT IN OUR EQUIPMENT NOT BEING ON THE LOT LINE WILL REQUIRE THE DEVELOPER TO PAY FOR THE COST OF BEUD TO RELOCATE THE EQUIPMENT TO THE LOT LINE.
14. IT IS THE RESPONSIBILITY OF THE DEVELOPER TO COORDINATE WITH THE NEW SERVICE COORDINATOR @ 479-271-3139 TO DETERMINE IF EQUIPMENT IS IN CONFLICT.
15. 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.
16. NO RESIDENTIAL LOT SHALL BE PERMITTED DIRECT ACCESS TO A COLLECTOR OR ARTERIAL STREET ALL RESIDENTIAL SUBDIVISION DEVELOPMENT CONTIGUOUS TO A COLLECTOR OR ARTERIAL STREET SHALL ORIENT FRONTAGE TO A LOCAL STREET, AND BACK OF THE PROJECT WITHOUT ACCESS TO THE SAID MAJOR STREETS.
17. SIDEWALKS SHALL BE THE RESPONSIBILITY OF THE BUILDER/OWNER AT THE TIME OF BUILDING PERMIT ISSUANCE.
18. APPROVAL OF THIS PLAT DOES NOT GUARANTEE ARKANSAS HEALTH DEPARTMENT APPROVAL.
19. ALL UTILITY LOCATIONS SHOWN HAVE BEEN FIELD VERIFIED.
20. THERE ARE NO WAIVERS, VARIANCES, AND/OR CONDITIONAL USES AT THE TIME OF PREPARING THIS PLAT OR PLAN.
21. WE HEREBY GRANT TO THE CITY OF BENTONVILLE A BLANKET AVIGATION EASEMENT OVER THE ENTIRETY OF THIS PROPERTY LINE ADJUSTMENT PURSUANT TO MUNICIPAL CODE SECTION 401.12 AND 401.13.
22. NO RESIDENTIAL LOT SHALL BE PERMITTED DIRECT ACCESS TO A COLLECTOR OR ARTERIAL STREET. ALL RESIDENTIAL SUBDIVISION DEVELOPMENT CONTIGUOUS TO A COLLECTOR OR ARTERIAL STREET SHALL ORIENT FRONTAGE TO A LOCAL STREET, AND BACK OF THE PROJECT, WITHOUT ACCESS TO THE SAID MAJOR STREETS.
23. BEFORE ANY WORK IN THE RIGHT-OF-WAY COMMENCES, CONTRACTOR AND/OR OWNER IS TO OBTAIN RIGHT-OF-WAY PERMIT FROM THE CITY OF BENTONVILLE TRANSPORTATION DEPARTMENT.
24. OWNER/DEVELOPER SHALL COORDINATE WITH ALL LOCAL UTILITIES TO ENSURE THAT EACH LOT HAS WATER,SEWER, AND ELECTRIC SERVICE.
25. ALL SIDEWALKS SHALL BE INSTALLED BY THE TIME FRAMES SET FORTH IN 900.08 OF THE STREET SPECIFICATIONS
26. THERE MAY NOT BE FENCES OR ANY OTHER STRUCTURES BUILT IN ANY DRAINAGE EASEMENTS.
27. SETBACKS SHALL BE PER THE CURRENT ZONING DISTRICT AS STATED IN THE MOST RECENT CITY OF BENTONVILLE ZONING CODE. FOR MORE INFO VISIT HTTP://WWW.BENTONVILLEPLANNING.COM/ OR CALL THE PLANNING DEPARTMENT @ 479-271-3122.
28. VACATION OF EASEMENT ALONG REAR OF PARCEL 01-15349-000 PER 2008-58 (BOOK 2008 PAGE 29450)

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, Tony Davis, 3200 SW Municipal Drtve, 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, Brad Arnold, 305 SW A Street, Bentonville, AR, (479) 271-3108
City Engineer: City of Bentonville, Ellen Norvell, 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

DESCRIPTION OF NEW LOT 1:

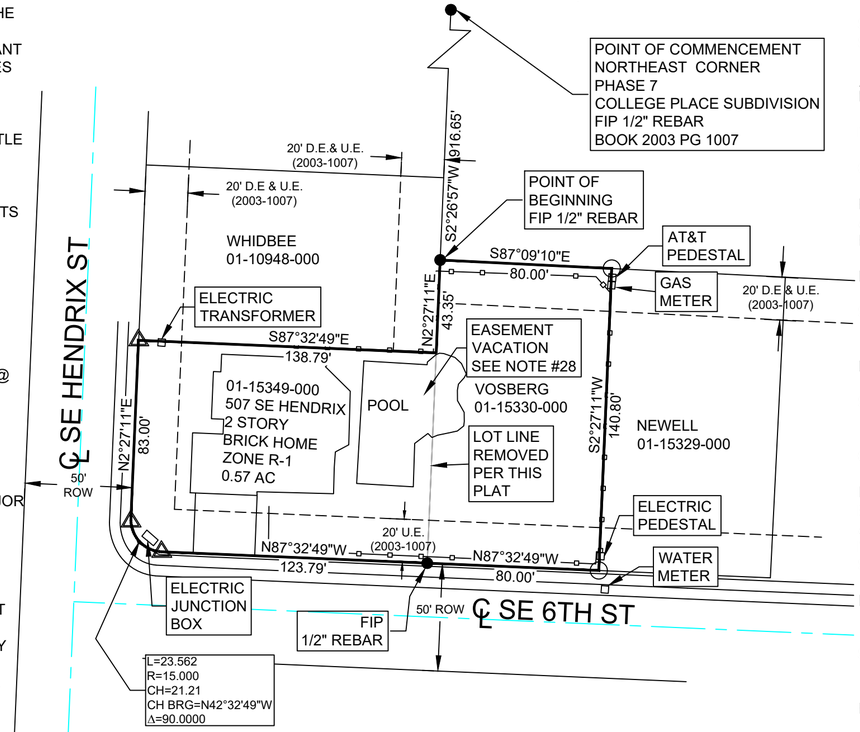
LOT 33 OF THE COLLEGE PLACE SUBDIVISION PHASE 8 AND LOT 48 OF THE COLLEGE PLACE SUBDIVISION PHASE 7 IN BENTONVILLE, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE NORTHEAST CORNER OF PHASE 7 OF COLLEGE PLACE SUBDIVISION TO THE CITY OF BENTOONVILLE, THENCE S02°26'57"W 873.10' TO THE POINT OF BEGINNING; THENCE S87°09'10"E 80.00' TO A POINT; THENCE S02°27'11"W140.80' TO A POINT; THENCE N87°32'49"W 203.79' TO A POINT; THENCE ALONG A CURVE WITH A RADIUS OF 15.00', A CHORD LENGTH OF 21.21', A CHORD BEARING N42°32'49"W, AN ARC LENGTH OF 23.56' TO A POINT; THENCE N02°27'11"E 83.00' TO A POINT; THENCE S87°32'49"E 138.79' TO A POINT; THENCE N02°27'11"E 43.35' TO THE POINT OF BEGINNING; CONTAINING SOME 0.57 AC (=/-) AND SUBJECT TO ALL EASMENTS OF RECORD AND RIGHTS-OF-WAY OF SE 6TH STREET AND SE HENDRIX STREET.

DESCRIPTION OF PARENT PARCEL 01-15349-000:

LOT 48 OF THE COLLEGE PLACE SUBDIVISION PHASE 7 IN BENTONVILLE, ARKANSAS.

DESCRIPTION OF PARENT PARCEL 01-15330-000:

LOT 33 OF THE COLLEGE PLACE SUBDIVISION PHASE 8 IN BENTONVILLE, ARKANSAS.



CERTIFICATE OF OWNERSHIP AND DEDICATION:

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

DATE OF EXECUTION:_____

PRINT NAME: _____ PRINT NAME: _____
SIGNATURE: _____ SIGNATURE: _____

STATE OF ARKANSAS, COUNTY OF BENTON, SUBSCRIBED AND SWORN BEFORE ME THIS _____ DAY OF _____ 2025

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

CERTIFICATE OF APPROVAL:

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

DATE OF EXECUTION: _____

SIGNED: _____
PLANNING COMMISSION CHAIRPERSON

DATE OF EXECUTION: _____

SIGNED: _____ SIGNED: _____
CITY CLERK, CITY OF BENTONVILLE MAYOR, CITY OF BENTONVILLE

CERTIFICATE OF SURVEYING ACCURACY.

I, _____, 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. _____

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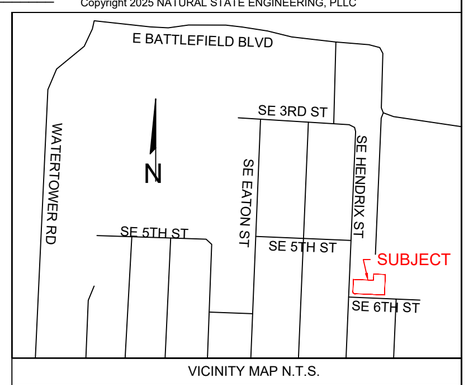


LEGEND

- SET IRON PIN
- FOUND IRON PIN
- CALCULATED POINT
- UTILITY POLE
- UTILITY APPURTENANCE (AS LABELED)
- CENTERLINE OF DRIVE
- PROPERTY BOUNDARY LINE
- DRAINAGE/UTILITY EASEMENT
- FENCELINE

N
GRID NORTH
BASED ON GPS OBSERVATION

0 25 50 100
SCALE IN FEET
1 in = 50 ft

PLA25-0036

PROPERTY LINE ADJUSTMENT
LOT 48 PHASE 7, AND LOT 33 PHASE 8
OF COLLEGE PLACE SUBDIVISION
CREATING LOT 1 VOSBERG SUBDIVISION

VOSBERG
COLLEGE PLACE SUBDIVISION
BENTONVILLE, ARKANSAS

NATURAL STATE ENGINEERING
118 W NORTH DRIVE
ROGERS, AR 72756
(479) 391-9225

DRAWN BY: TM	CHECKED BY: CM
SCALE: 1" = 50'	FILE:VOSBERGSURVEY
DATE: 24NOV25	DWG REF.VOSBERG.DWG
CLIENT NAME: VOSBERG	
JOB NO. 25-044	SHEET 1 / 1
500-20N-30W-0-34-420-04-1303	

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF LOT 48, PHASE 7 AND LOT 33, PHASE 8 OF COLLEGE PLACE SUBDIVISION CREATING NEW LOT 1 OF VOSBERG SUBDIVISION TO THE CITY OF BENTONVILLE, ARKANSAS; AND FOR OTHER PURPOSES.
(PROJECT NUMBER: PLA25-0036)

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the property line adjustment of LOT 48, PHASE 7 AND LOT 33, PHASE 8 OF COLLEGE PLACE SUBDIVISION creating new LOT 1 OF VOSBERG SUBDIVISION to the City of Bentonville, Benton County, Arkansas was submitted to the Bentonville Planning Commission on February 17, 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 48, PHASE 7 AND LOT 33, PHASE 8 OF COLLEGE PLACE SUBDIVISION creating new LOT 1 OF VOSBERG SUBDIVISION to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes;

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

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

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

PASSED AND APPROVED this_____ day of _____, 2026.

APPROVED:

_____
Stephanie Orman, Mayor

ATTEST:

_____
Malorie Marrs, City Clerk

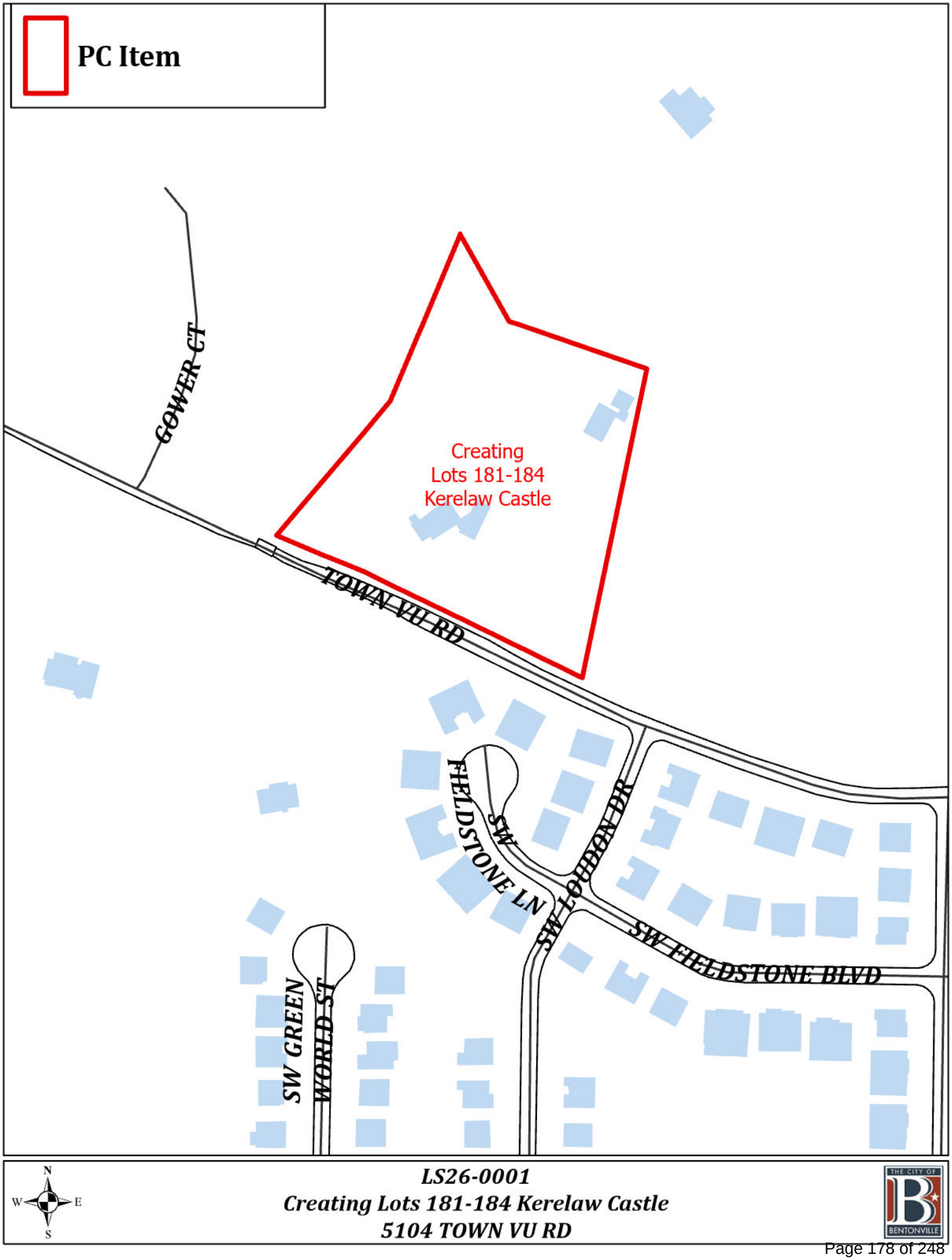
Consent Agenda Item

For the City Council meeting on February 24, 2026

Details

Lot Split: Lots 155-157 of Kerelaw Castle Subdivision, Creating Lots 181-184 of Kerelaw Castle Subdivision. 5012 and 5104 Town Vu Road, LS26-0001.

A Lot Split Of Lots 155-157 Of Kerelaw Castle Subdivision, Creating Lots 181-184 Of Kerelaw Castle Subdivision. The land is zoned R-1 and the plat is dedicating a total of .09 acres of ROW along Town Vu Rd, a 20ft utility easement along Town Vu Rd, and a 20ft utility easement around an existing overhead electric line. The lot is also creating 2 non-buildable lots (new lots 181 and 184), both having access to Town Vu Rd.



LS26-0001
Creating Lots 181-184 Kerelaw Castle
5104 TOWN VU RD

CITY NOTES:

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

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

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

4. 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.

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

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

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

8. 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.

9. NO RESIDENTIAL LOT SHALL BE PERMITTED DIRECT ACCESS TO A COLLECTOR OR ARTERIAL STREET. ALL RESIDENTIAL SUBDIVISION DEVELOPMENT CONTIGUOUS TO A COLLECTOR OR ARTERIAL STREET SHALL ORIENT FRONTAGE TO A LOCAL STREET, AND BACK OF THE PROJECT, WITHOUT ACCESS TO THE SAID MAJOR STREETS. THE ALLEY SHALL BE RECIPROCAL TO EACH OF THE NEW LOTS CREATED.

10. ALL SIDEWALKS SHALL BE INSTALLED BY THE TIME FRAMES SET FORTH IN 900.08 OF THE STREET SPECIFICATIONS.

11. NO BEUD ELECTRICAL EQUIPMENT MAY BE LOCATED BEHIND A FENCE.

12. WE HEREBY GRANT TO THE CITY OF BENTONVILLE A BLANKET AVIGATION EASEMENT OVER THE ENTIRETY OF THIS LOT SPLIT PURSUANT TO MUNICIPAL CODE SECTION 401.12.

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

14. A PORTION OF THIS PROPERTY IS SUBJECT TO WETLANDS. THE WETLANDS AREA SHOWN ON THE PLAT WAS DERIVED FROM THE BENTONVILLE GIS MAP. NO DETERMINATION HAS BEEN MADE BY THE U.S. ARMY CORPS OF ENGINEERS REGARDING THE PRESENCE OR EXTENT OF WETLANDS ON THE PROPERTY.

CERTIFICATE OF APPROVAL

PURSUANT TO THE BENTONVILLE SUBDIVISION REGULATION 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_____
BENTONVILLE MAYOR

SIGNED_____
BENTONVILLE MAYOR'S ASSISTANT

CERTIFICATE OF OWNERSHIP

I 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. WE HEREBY GRANT TO THE CITY OF BENTONVILLE A BLANKET AVIGATION EASEMENT OVER THE ENTIRETY OF THIS LOT SPLIT PURSUANT TO MUNICIPAL CODE SECTION 401.12.

DATE OF EXECUTION: _____

SIGNED: _____

MICHAEL DAVID SMITH

CERTIFICATE OF SURVEYING ACCURACY

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

DATE OF EXECUTION: _____

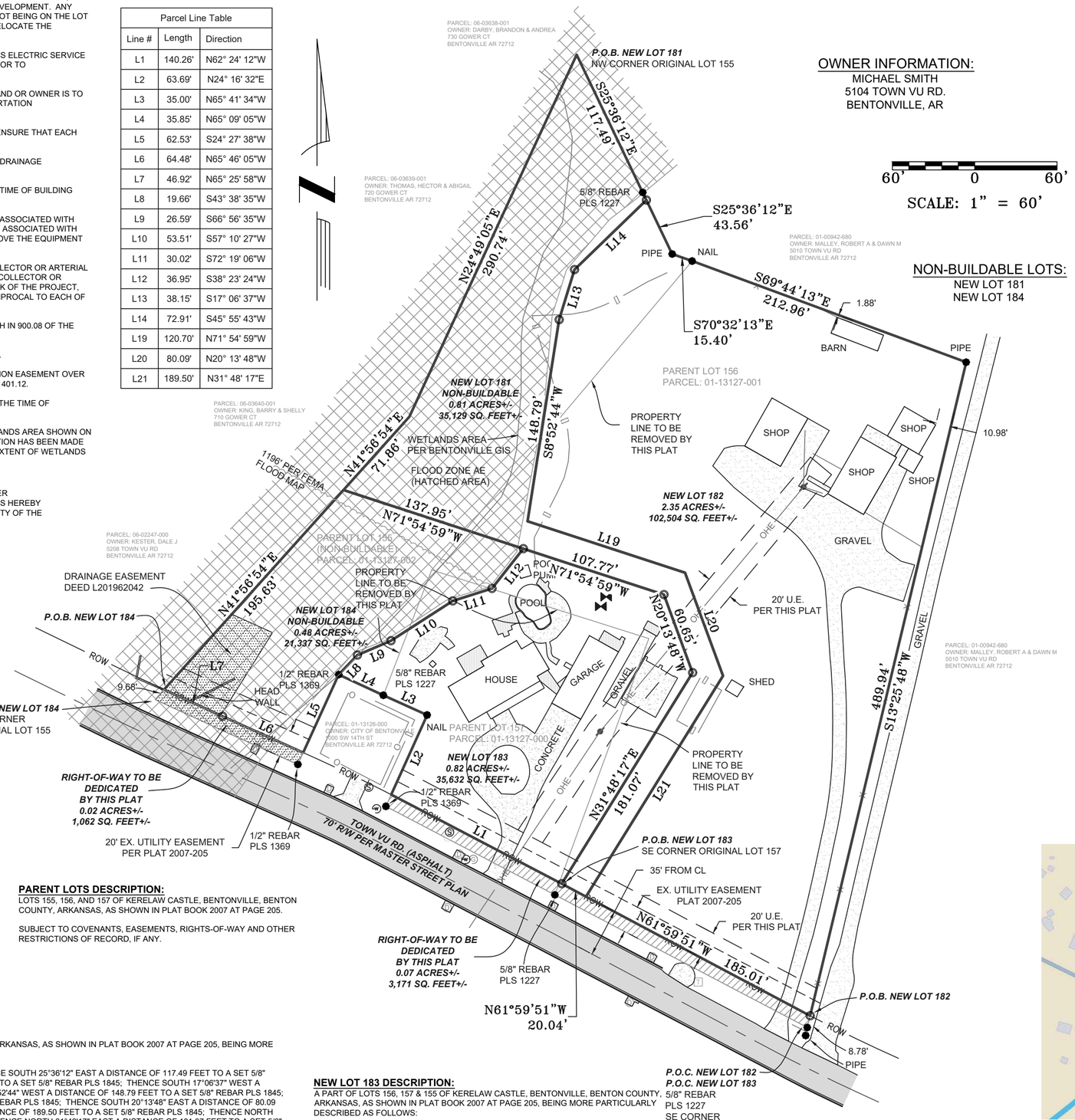
SIGNED: _____

REGISTERED LAND SURVEYOR

NO. 1845

STATE OF ARKANSAS

Parcel Line Table		
Line #	Length	Direction
L1	140.26'	N62° 24' 12"W
L2	63.69'	N24° 16' 32"E
L3	35.00'	N65° 41' 34"W
L4	35.85'	N65° 09' 05"W
L5	62.53'	S24° 27' 38"W
L6	64.48'	N65° 46' 05"W
L7	46.92'	N65° 25' 58"W
L8	19.66'	S43° 38' 35"W
L9	26.59'	S66° 56' 35"W
L10	53.51'	S57° 10' 27"W
L11	30.02'	S72° 19' 06"W
L12	36.95'	S38° 23' 24"W
L13	38.15'	S17° 06' 37"W
L14	72.91'	S45° 55' 43"W
L19	120.70'	N71° 54' 59"W
L20	80.09'	N20° 13' 48"W
L21	189.50'	N31° 48' 17"E



OWNER INFORMATION:
MICHAEL SMITH
5104 TOWN VU RD.
BENTONVILLE, AR

60' 0 60'
SCALE: 1" = 60'

NON-BUILDABLE LOTS:
NEW LOT 181
NEW LOT 184

Notes:

1. Except as specifically stated or shown on this plat, the survey does not purport to reflect any of the following which may be applicable to the subject real estate:

   Easements, other than possible easements which were visible at the time of making of this survey; building setback lines; restrictive covenants; subdivision restrictions; zoning or other land-use regulations, or any other facts which an accurate and current title search may disclose.

2. 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.

3. This plat represents a boundary survey of the parcel recorded in Deed Records, Book L202278154 at the Office of the Circuit Clerk Benton County, Arkansas.

4. Basis of Bearings: Arkansas State Plane System North Zone (NAD83).

5. This survey is valid only if the drawing includes the seal and signature of the surveyor.

6. This survey meets current "Arkansas Minimum Standards for Property Boundary Surveys and Plats."

7. No abstract of title, nor title commitment, nor results of title searches were furnished to the surveyor. There may exist other documents of record which would affect this parcel.

8. Declaration is made to the original purchaser of the survey and is not transferable to any additional institutions or subsequent owners.

9. For the the latest zoning/building setback information please check with the City of Bentonville Planning Department.

10. No attempt was made to show building setback lines graphically on the survey.

11. Subsurface and environmental conditions were not examined nor considered a part of this survey.

12. No attempt has been made as a part of this boundary survey to obtain or show data concerning existence, size, depth, condition, capacity, or location of any utility or facilities.

13. (BY GRAPHICAL PLOTTING ONLY)
    A part of this property is located within a presently established 100-year flood plain as determined by the National Flood Insurance Program, flood insurance rate map for Benton County, Arkansas. Map Number 05007C0235K. Revised date 7/16/2018.

NEW LOT 184 (NON-BUILDABLE) DESCRIPTION:
A PART OF LOTS 155 & 157 OF KERELAW CASTLE, BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN IN PLAT BOOK 2007 AT PAGE 205, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT SOUTHWEST (SW) CORNER OF THE ORIGINAL LOT 155; THENCE NORTH 41°56'54" EAST A DISTANCE OF 9.68 FEET; THENCE SOUTH 65°25'58" EAST A DISTANCE OF 20.96 FEET TO THE POINT OF BEGINNING; THENCE NORTH 41°56'54" EAST A DISTANCE OF 198.21 FEET; THENCE SOUTH 71°54'59" EAST A DISTANCE OF 116.08 FEET TO A SET 5/8" REBAR PLS 1845; THENCE SOUTH 38°23'24" WEST A DISTANCE OF 36.95 FEET TO A SET 5/8" REBAR PLS 1845; THENCE SOUTH 72°19'06" WEST A DISTANCE OF 30.02 FEET TO A SET 5/8" REBAR PLS 1845; THENCE SOUTH 57°10'27" WEST A DISTANCE OF 53.51 FEET TO A SET 5/8" REBAR PLS 1845; THENCE SOUTH 66°56'35" WEST A DISTANCE OF 26.59 FEET TO A SET 5/8" REBAR PLS 1845; THENCE SOUTH 43°38'35" WEST A DISTANCE OF 19.66 FEET TO A FOUND 1/2" REBAR PLS 1369; THENCE SOUTH 24°27'38" WEST A DISTANCE OF 62.53 FEET TO A SET 5/8" REBAR PLS 1845; THENCE NORTH 65°46'05" WEST A DISTANCE OF 64.48 FEET TO A SET 5/8" REBAR PLS 1845; THENCE NORTH 65°25'58" WEST A DISTANCE OF 25.96 FEET TO THE POINT OF BEGINNING, CONTAINING 0.40 ACRES OR 17,399 SQUARE FEET MORE OR LESS.

SUBJECT TO COVENANTS, EASEMENTS, RIGHTS-OF-WAY AND OTHER RESTRICTIONS OF RECORD, IF ANY.

PARENT LOTS DESCRIPTION:
LOTS 155, 156, AND 157 OF KERELAW CASTLE, BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN IN PLAT BOOK 2007 AT PAGE 205.

SUBJECT TO COVENANTS, EASEMENTS, RIGHTS-OF-WAY AND OTHER RESTRICTIONS OF RECORD, IF AN

NEW LOT 181 (NON-BUILDABLE) DESCRIPTION:
A PART OF LOT 155 OF KERELAW CASTLE, BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN IN PLAT BOOK 2007 AT PAGE 205, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT NORTHWEST (NW) CORNER OF THE ORIGINAL LOT 155; THENCE SOUTH 25°36'12" EAST A DISTANCE OF 117.49 FEET TO A SET 5/8" REBAR PLS 1845; THENCE SOUTH 45°55'43" WEST A DISTANCE OF 72.91 FEET TO A SET 5/8" REBAR PLS 1845; THENCE SOUTH 17°06'37" WEST A DISTANCE OF 38.15 FEET TO A SET 5/8" REBAR PLS 1845; THENCE SOUTH 08°52'44" WEST A DISTANCE OF 148.79 FEET TO A SET 5/8" REBAR PLS 1845; THENCE NORTH 71°54'59" WEST AD DISTANCE OF 120.70 FEET TO A SET 5/8" REBAR PLS 1845; THENCE SOUTH 20°13'48" EAST A DISTANCE OF 80.09 FEET TO A SET 5/8" REBAR PLS 1845; THENCE SOUTH 31°48'17" WEST A DISTANCE OF 189.50 FEET TO A SET 5/8" REBAR PLS 1845; THENCE NORTH 61°59'51" WEST A DISTANCE OF 20.04 FEET TO A SET 5/8" REBAR PLS 1845; THENCE NORTH 31°48'17" EAST A DISTANCE OF 181.07 FEET TO A SET 5/8" REBAR PLS 1845; THENCE NORTH 20°13'48" WEST A DISTANCE OF 60.65 FEET TO A SET 5/8" REBAR PLS 1845; THENCE NORTH 71°54'59" WEST A DISTANCE OF 107.77 FEET TO A SET 5/8" REBAR PLS 1845; THENCE NORTH 71°54'59" WEST A DISTANCE OF 137.95 FEET; THENCE NORTH 41°56'54" EAST A DISTANCE OF 71.86 FEET; THENCE NORTH 24°49'05" EAST A DISTANCE OF 290.74 FEET TO THE POINT OF BEGINNING, CONTAINING 0.73 ACRES OR 31,669 SQUARE FEET MORE OR LESS.

SUBJECT TO COVENANTS, EASEMENTS, RIGHTS-OF-WAY AND OTHER RESTRICTIONS OF RECORD, IF ANY.

NEW LOT 182 DESCRIPTION:
A PART OF LOTS 156 & 155 OF KERELAW CASTLE, BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN IN PLAT BOOK 2007 AT PAGE 205, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 5/8" REBAR PLS 1227 BEING THE SOUTHEAST (SE) CORNER OF THE ORIGINAL LOT 156; THENCE NORTH 13°25'48" EAST A DISTANCE OF 8.78 FEET TO A SET 5/8" REBAR PLS 1845 BEING THE POINT OF BEGINNING; THENCE NORTH 61°59'51" WEST A DISTANCE OF 185.01 FEET TO A SET 5/8" REBAR PLS 1845; THENCE NORTH 31°48'17" EAST A DSITANCE OF 189.50 TO A SET 5/8" REBAR PLS 1845; THENCE NORTH 20°13'48" WEST A DISTANCE OF 80.09 FEET TO A SET 5/8" REBAR PLS 1845; THENCE NORTH 71°54'59"WEST A DISTANCE OF 12.70 FEET TO A SET 5/8" REBAR PLS 1845; THENCE NORTH 17°06'37" EAST A DISTANCE OF 38.15 FEET TO A SET 5/8" REBAR PLS 1845; THENCE NORTH 45°55'43" EAST A DISTANCE OF 72.91 FEET TO A SET 5/8" REBAR PLS 1845; THENCE SOUTH 25°36'12" EAST A DISTANCE OF 43.56 FEET TO A FOUND PIPE; THENCE SOUTH 70°32'13" EAST A DISTANCE OF 15.40 FEET TO A FOUND NAIL; THENCE SOUTH 69°44'13" EAST A DISTANCE OF 212.96 FEET TO A FOUND PIPE; THENCE SOUTH 13°25'48" WEST A DISTANCE OF 489.94 FEET TO THE POINT OF BEGINNING, CONTAINING 2.35 ACRES OR 102,504 SQUARE FEET MORE OR LESS.

SUBJECT TO COVENANTS, EASEMENTS, RIGHTS-OF-WAY AND OTHER RESTRICTIONS OF RECORD, IF ANY.

NEW LOT 183 DESCRIPTION:
A PART OF LOTS 156, 157 & 155 OF KERELAW CASTLE, BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN IN PLAT BOOK 2007 AT PAGE 205, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 5/8" REBAR PLS 1227 BEING THE SOUTHEAST (SE) CORNER OF THE ORIGINAL LOT 156; THENCE NORTH 13°25'48" EAST A DISTANCE OF 8.78 FEET TO A SET 5/8" REBAR PLS 1845; THENCE NORTH 61°59'51" WEST A DISTANCE OF 205.05 FEET TO A SET 5/8" REBAR PLS 1845 BEING THE POINT OF BEGINNING; THENCE NORTH 62°24'12" WEST A DISTANCE OF 140.26 FEET TO A SET 5/8" REBAR PLS 1845; THENCE NORTH 24°16'32" EAST A DISTANCE OF 63.69 FEET TO FOUND NAIL; THENCE NORTH 65°41'34" WEST A DISTANCE OF 35.00 FEET TO A FOUND 5/8" REBAR PLS 1227; THENCE NORTH 65°09'05" WEST A DISTANCE OF 35.85 FEET TO A FOUND 1/2" REBAR PLS 1369; THENCE NORTH 43°38'35" EAST A DISTANCE OF 19.66 FEET TO A SET 5/8" REBAR PLS 1845; THENCE NORTH 66°56'35" EAST A DISTANCE OF 26.59 FEET TO A SET 5/8" REBAR PLS 1845; THENCE NORTH 57°10'27" EAST A DISTANCE OF 53.51 FEET TO A SET 5/8" REBAR PLS 1845; THENCE NORTH 72°19'06" EAST A DISTANCE OF 30.02 FEET TO A SET 5/8" REBAR PLS 1845; THENCE NORTH 38°23'24" EAST A DISTANCE OF 36.95 FEET TO A SET 5/8" REBAR PLS 1845; THENCE SOUTH 71°54'59" EAST A DISTANCE OF 107.77 FEET TO A SET 5/8" REBAR PLS 1845; THENCE SOUTH 20°13'48" EAST A DISTANCE OF 60.65 FEET TO A SET 5/8" REBAR PLS 1845; THENCE SOUTH 31°48'17" WEST A DISTANCE OF 181.07 FEET TO THE POINT OF BEGINNING, CONTAINING 0.82 ACRES OR 35,632 SQUARE FEET MORE OR LESS.

SUBJECT TO COVENANTS, EASEMENTS, RIGHTS-OF-WAY AND OTHER RESTRICTIONS OF RECORD, IF ANY.

State Filing Code:
500-20N-31W-0-34-420-04-1845

CITY PROJECT: #LS26-0001

CERTIFICATE OF AUTHORIZATION
JAMES LAYOUT SERVICES, LLC
NO. 2389
ARKANSAS SURVEYOR

Lot Split of Lots 155-157
Creating Lots 181-184 of Kerelaw Castle

JLS

James Layout Services, LLC
P.O. Box 611
Farmington, Arkansas 72730
Telephone: (479) 439-9929
survey@jlsnwa.com

REGISTERED
STATE OF ARKANSAS
NO. 1845
SIGNATURE
MATTHEW D. JAMES
PROFESSIONAL LAND SURVEYOR

Recording Information

Job Number: 25-283
Field Work: A.S.
Drawn By: N.R.
Checked By: M.J.
Certificate of Authorization Arkansas Land Surveyor No. 2389
Date: 12/29/2025
Scale: 1"=60'
Basis of Bearings:(NAD83) Arkansas State Plane North Zone

GAS LINE
TELEVISION CABLE
PROPERTY LINES
BUILDING SETBACK
UTILITY POLE (WITH GUY WIRE)
TREE LINE
WOOD FENCE
CHAIN LINK FENCE
WIRE FENCE
PAINTED STRIPE
TELEPHONE LINE
EXISTING WATER LINE
OVERHEAD ELECTRIC LINE
UNDERGROUND ELECTRIC LINE
(XXX.XX') RECORD DISTANCE
(XX°XX'XX") RECORD BEARING
SANITARY SEWER MANHOLE
DECIDUOUS TREE
EVERGREEN TREE
CABLE RISER
TRAFFIC SIGNAL
SIGN
WATER METER
WATER VALVE
FIRE HYDRANT
WATER SPIGOT
GAS METER
DRAINAGE MANHOLE

LEGEND
MONUMENT FOUND (AS NOTED)
MONUMENT SET (AS NOTED)
AHTD R-O-W MONUMENT
BENCHMARK
GUARD POST
UTILITY POLE
TELEPHONE RISER
FIBER OPTIC TELEPHONE RISER
ELECTRICAL RISER

SHEET NO.
1 OF 1

ORDINANCE NO._____

AN ORDINANCE ACCEPTING A LOT SPLIT OF LOTS 155-157 OF KERELAW CASTLE SUBDIVISION CREATING NEW LOTS 181-184 OF KERELAW CASTLE SUBDIVISION TO THE CITY OF BENTONVILLE, ARKANSAS; AND FOR OTHER PURPOSES.
(PROJECT NUMBER: LS26-0001)

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the lot split of LOTS 155-157 OF KERELAW CASTLE SUBDIVISION creating new LOTS 181-184 OF KERELAW CASTLE SUBDIVISION to the City of Bentonville, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on February 17, 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 LOTS 155-157 OF KERELAW CASTLE SUBDIVISION creating new LOTS 181-184 OF KERELAW CASTLE SUBDIVISION to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes;

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

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

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

PASSED AND APPROVED this_____ day of _____, 2026.

APPROVED:

_____
Stephanie Orman, Mayor

ATTEST:

_____
Malorie Marrs, City Clerk

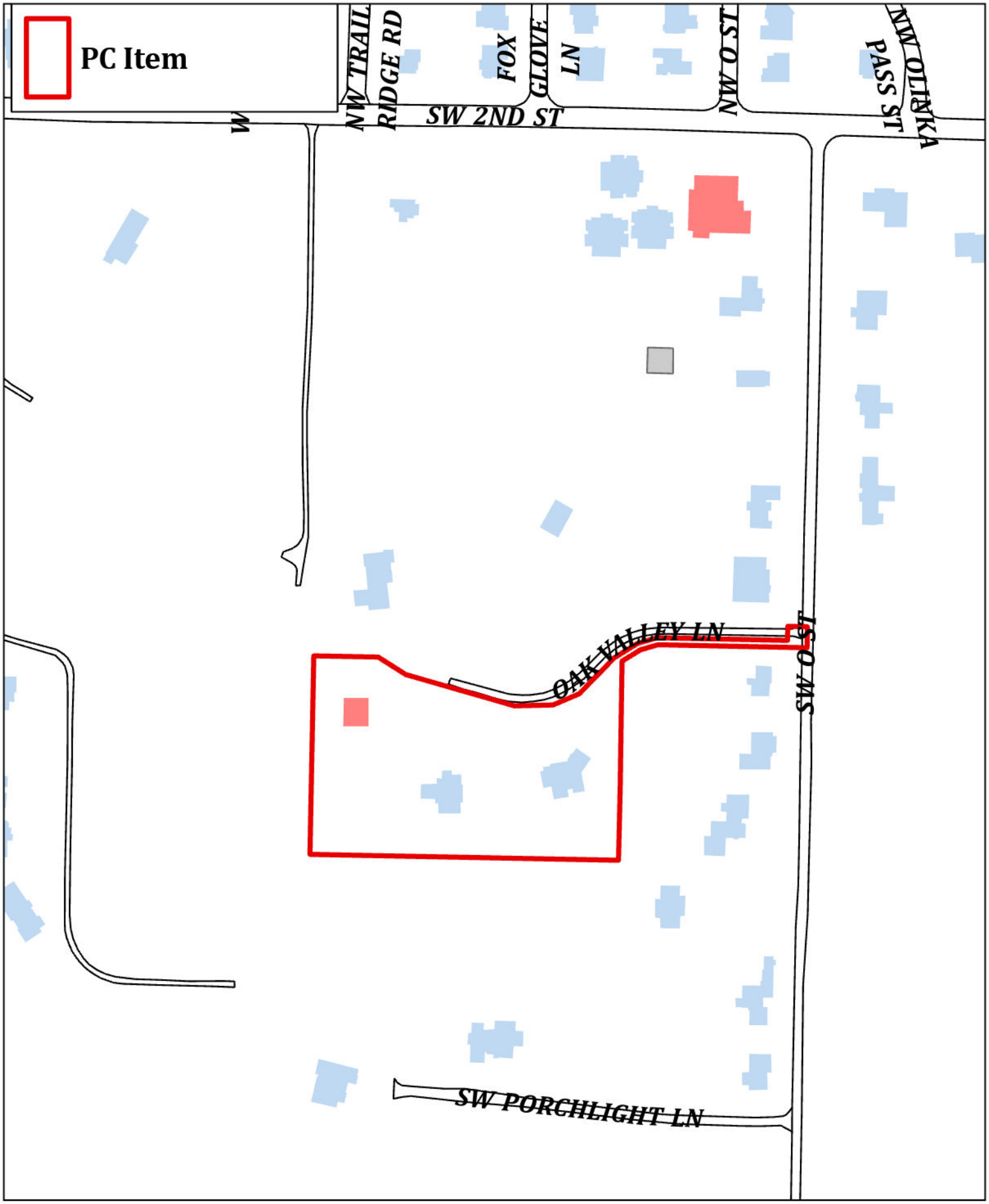
Consent Agenda Item

For the City Council meeting on February 24, 2026

Details

Property Line Adjustment: Lots 3 and 4 of the Hunt Bennett Addition, Creating Lots 5 and 6 of the Hunt Bennett Addition. 3 Oak Valley Lane, PLA26-0002.

A Property Line Adjustment of Lots 3 and 4 of the Hunt Bennett Addition, Creating Lots 5 and 6 of the Hunt Bennett Addition. The plat moves the joint property line between two property owners 60' to the west. The plat is dedicating a 10-foot-wide utility easement along a portion of the west property line of Lot 5. The plat is also dedicating a 20-foot-wide utility easement along Southwest O Street and a 10-foot-wide utility easement within the flag-lot portion of Lot 6.



PLA26-0002
Creating Lots 5 and 6
3 Oak Valley Ln

PROPERTY LINE ADJUSTMENT PLAT

FLOOD NOTE

THE HEREON DESCRIBED PROPERTY IS LOCATED WITHIN ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AS DETERMINED BY SCALING FROM THE NATIONAL FLOOD INSURANCE PROGRAM, FLOOD INSURANCE RATE MAP FOR BENTON COUNTY, ARKANSAS. MAP NUMBER: 05007C0255 K. MAP REVISED DATE: JUNE 5, 2012.

LOT 3 DESCRIPTION (TAKEN FROM DEED L2022-33722)

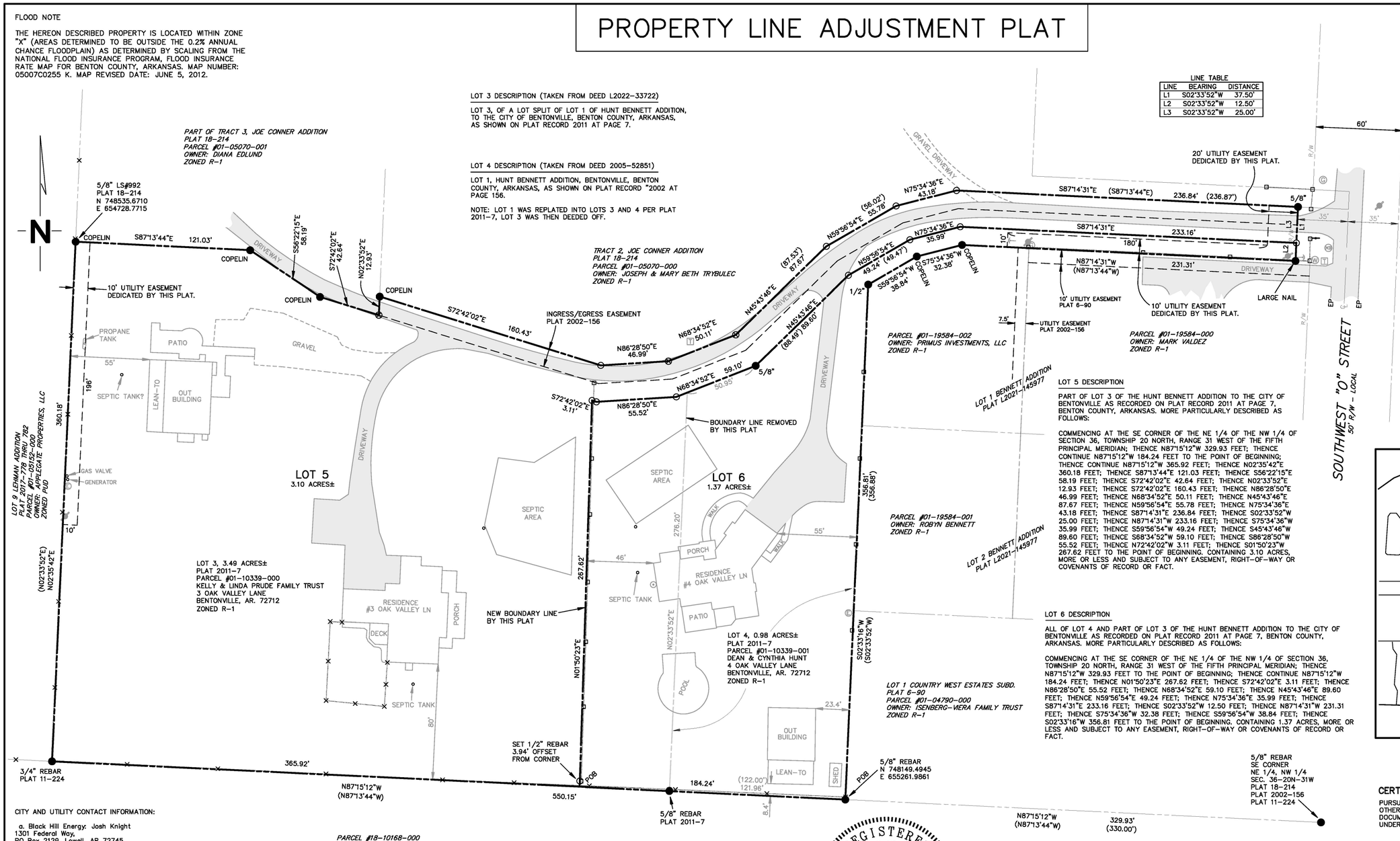
LOT 3, OF A LOT SPLIT OF LOT 1 OF HUNT BENNETT ADDITION, TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT RECORD 2011 AT PAGE 7.

LOT 4 DESCRIPTION (TAKEN FROM DEED 2005-52851)

LOT 1, HUNT BENNETT ADDITION, BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT RECORD "2002 AT PAGE 156.

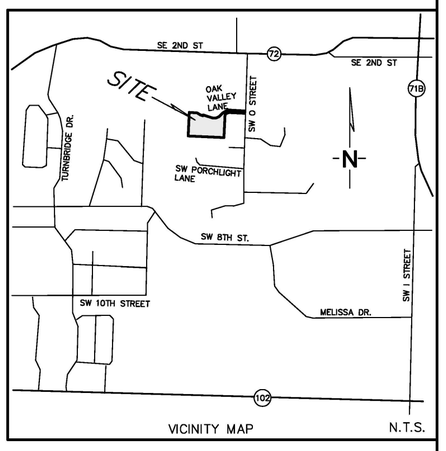
NOTE: LOT 1 WAS REPLATED INTO LOTS 3 AND 4 PER PLAT 2011-7, LOT 3 WAS THEN DEEDED OFF.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S02°33'52"W	37.50'
L2	S02°33'52"W	12.50'
L3	S02°33'52"W	25.00'



LEGEND

● COPELIN	FOUND 5/8" REBAR LS#944 PLAT 18-214
●	FOUND 1/2" REBAR OR AS NOTED
○	SET 1/2" REBAR W/CAP
⊗	SET MAG-NAIL
	PROPERTY LINE
	EASEMENT LINE
	CENTERLINE PAVEMENT
-x-x-	WIRE/METAL FENCE
-□-□-	WOOD FENCE
(W)	WATER METER
(G)	GAS METER
	UTILITY POLE
(T)	SANITARY MANHOLE
℄	CENTERLINE
EP	EDGE OF PAVEMENT
(W)	WATER VALVE
	STREET STOP SIGN
(E)	ELETRIC METER
	PVC RISER
	UTILITY POLE W/GUY ANCHOR



CITY AND UTILITY CONTACT INFORMATION:

a. Black Hill Energy: Josh Knight
1301 Federal Way,
PO Box 2129, Lowell, AR 72745
(479) 721-4543
Joshua.knight@blackhillscorp.com
b. AT&T: Brent Baldwin
1133 E. Harold St.,
Fayetteville, AR 72701,
(479) 200-9022 or (479) 571-6609
bb6585@att.com
c. Cox Communications: Timothy Goss
4901 S. 48th Street,
Springdale, AR 72762
(479) 651-5583
timothy.goss@cox.com
d. Fire Dept.: City of Bentonville, Justin Scantlin
800 SW A Street
Bentonville, AR 72712
(479) 271-5927 or (479) 685-1096
e. Street Dept.: City of Bentonville, Tony Davis
3200 SW Municipal Drive,
Bentonville, AR 72712
(479) 271-3130
f. Water Dept.: City of Bentonville, Beau Tompson
3200 SW Municipal Drive,
Bentonville, AR 72712
(479) 271-3140
g. Electric Dept.: City of Bentonville
3200 SW Municipal Drive,
Bentonville, AR 72712
(479) 271-3135 ext. 2
h. Wastewater Dept.: City of Bentonville, Chris Earl
1901 NE A Street
Bentonville, AR 72712
Re: Review Complete for PLA25-0019
3 of 4 7/15/25, 5:56 AM
(479) 271-3161
i. Planning Dept.: City of Bentonville, Tyler Overstreet
305 SW A Street
Bentonville, AR 72712
(479) 271-3122
j. Building and Fire Safety: City of Bentonville, Brad Arnold
305 SW A Street
Bentonville, AR 72712
(479) 271-3108
k. City Engineer.: City of Bentonville, Ellen Norvell
3200 SW Municipal Drive
Bentonville, AR 72712
(479) 271-5993
l. Stormwater: City of Bentonville, Alison West
3200 SW Municipal Drive
Bentonville, AR, 72712
(479) 271-5719

NOTES:

ENVIRONMENTAL AND SUBSURFACE CONDITIONS WERE NOT EXAMINED AS A PART OF THIS SURVEY.

SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, TITLE EVIDENCE, ZONING RESTRICTIONS, OR ANY OTHER FACTS WHICH AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE. THERE MAY EXIST EASEMENTS, RIGHTS-OF-WAY OR COVENANTS NOT SHOWN OR NOTED HEREON.

DECLARATION IS MADE TO THE ORIGINAL PURCHASER OF THE SURVEY AND IS NOT TRANSFERABLE.

BASIS OF BEARINGS: ARKANSAS STATE PLANE GRID, NAD-83, NORTH ZONE, AS DETERMINED BY GPS OBSERVATION.

COUNTY JUDGMENT/COURT RECORDS WERE NOT EXAMINED AS A PART OF THIS SURVEY.

ONLY ABOVE GROUND VISIBLE UTILITIES WERE LOCATED. UNDERGROUND UTILITY LOCATIONS SHOWN HEREON ARE BASED ON ABOVE GROUND IMPROVEMENTS, CITY GIS UTILITY LOCATIONS OR PAINT MARKINGS ON THE GROUND. LOCATIONS OF UNDERGROUND UTILITIES MAY VARY FROM LOCATIONS SHOWN HEREON. OTHER UNDERGROUND UTILITIES MAY EXIST NOT SHOWN HEREON.

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

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

ALL SIDEWALKS SHALL BE INSTALLED BY THE TIME FRAMES SET FORTH IN 900.08 OF THE STREET SPECIFICATIONS

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

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

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

NO BED ELECTRICAL EQUIPMENT MAY BE LOCATED BEHIND A FENCE.

THIS PLAT ALTERS THE LOCATION OF THE BOUNDARY LINE BETWEEN TWO PARCELS.

NO RESIDENTIAL LOT SHALL BE PERMITTED DIRECT ACCESS TO A COLLECTOR OR ARTERIAL STREET. ALL RESIDENTIAL SUBDIVISION DEVELOPMENT CONTIGUOUS TO A COLLECTOR OR ARTERIAL STREET SHALL ORIENT FRONTAGE TO A LOCAL STREET, AND BACK OF THE PROJECT, WITHOUT ACCESS TO THE SAID MAJOR STREETS.

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

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

REGISTERED STATE OF ARKANSAS NO.1286 SIGNATURE THOMAS E. COSTELLO PROFESSIONAL LAND SURVEYOR

CERTIFICATE OF SURVEYING ACCURACY

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

DATE OF EXECUTION: 02/04/2026

REGISTERED LAND SURVEYOR, NO, 1286
STATE OF ARKANSAS

CERTIFICATE OF APPROVAL

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

DATE OF EXECUTION _____

_____
BENTONVILLE PLANNING COMMISSION CHAIRMAN

_____
MAYOR CITY OF BENTONVILLE

_____
CITY CLERK, CITY OF BENTONVILLE

PARCEL #01-10339-000
KELLY & LINDA PRUDE FAMILY TRUST
3 OAK VALLEY LANE
BENTONVILLE, AR. 72712

CERTIFICATE OF OWNERSHIP

WE THE UNDERSIGNED, OWNERS OF THE REAL ESTATE SHOWN AND DESCRIBED HEREIN, DO HEREBY CERTIFY THAT WE HAVE LAID OFF, PLATTED, AND SUBDIVIDED AND DO HEREBY LAY OFF, PLAT, SUBDIVIDE SAID REAL ESTATE IN ACCORDANCE WITH THIS PLAT AND DO HEREBY DEDICATE TO THE USE OF THE PUBLIC THE STREETS, ALLEYS, DRIVES, EASEMENTS, ETC. AS SHOWN & NOTED ON SAID PLAT. WE HEREBY GRANT TO THE CITY OF BENTONVILLE A BLANKET AVIGATION EASEMENT OVER THE ENTIRETY OF THIS PROPERTY LINE ADJUSTMENT PURSUANT TO MUNICIPAL CODE SECTION 401.12 AND 401.13.

DATE OF EXECUTION _____

_____ _____
PRINTED NAME SIGNED

_____ _____
PRINTED NAME SIGNED

SUBSCRIBED AND SWORN BEFORE ME THIS _____ DAY OF _____, 2026.

_____ _____
NOTARY PUBLIC MY COMMISSION EXPIRES

PARCEL #01-10339-001
DEAN & CYNTHIA HUNT
4 OAK VALLEY LANE
BENTONVILLE, AR. 72712

CERTIFICATE OF OWNERSHIP

WE THE UNDERSIGNED, OWNERS OF THE REAL ESTATE SHOWN AND DESCRIBED HEREIN, DO HEREBY CERTIFY THAT WE HAVE LAID OFF, PLATTED, AND SUBDIVIDED AND DO HEREBY LAY OFF, PLAT, SUBDIVIDE SAID REAL ESTATE IN ACCORDANCE WITH THIS PLAT AND DO HEREBY DEDICATE TO THE USE OF THE PUBLIC THE STREETS, ALLEYS, DRIVES, EASEMENTS, ETC. AS SHOWN & NOTED ON SAID PLAT. WE HEREBY GRANT TO THE CITY OF BENTONVILLE A BLANKET AVIGATION EASEMENT OVER THE ENTIRETY OF THIS PROPERTY LINE ADJUSTMENT PURSUANT TO MUNICIPAL CODE SECTION 401.12 AND 401.13.

DATE OF EXECUTION _____

_____ _____
PRINTED NAME SIGNED

_____ _____
PRINTED NAME SIGNED

SUBSCRIBED AND SWORN BEFORE ME THIS _____ DAY OF _____, 2026.

_____ _____
NOTARY PUBLIC MY COMMISSION EXPIRES

0 25 50 100
GRAPHIC SCALE
(IN FEET)
1 inch = 50 ft.

500-20N-31W-0-36-410-04-1286

PROPERTY LINE ADJUSTMENT PLAT

LOTS 3 & 4, HUNT BENNETT ADDITION
– CREATING –
LOTS 5 & 6, HUNT BENNETT ADDITION

Costello Land Surveying
4342 E. STATE HIGHWAY 90
PINEVILLE, MO. 64856
(417) 226-4524

SHEET 1 OF 1	DRAWING: DEAN	FIELD DATE: 11-26-25	JOB NO. 25124
ATLAS PAGE # 402		CITY PROJECT # PLA26-0002	

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF LOTS 3 AND 4 OF HUNT BENNETT ADDITION CREATING NEW LOTS 5 AND 6 OF HUNT BENNETT ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS; AND FOR OTHER PURPOSES.
(PROJECT NUMBER: PLA26-0002)

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the property line adjustment of LOTS 3 AND 4 OF HUNT BENNETT ADDITION creating new LOTS 5 AND 6 OF HUNT BENNETT ADDITION to the City of Bentonville, Benton County, Arkansas was submitted to the Bentonville Planning Commission on February 17, 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 3 AND 4 OF HUNT BENNETT ADDITION creating new LOTS 5 AND 6 OF HUNT BENNETT 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

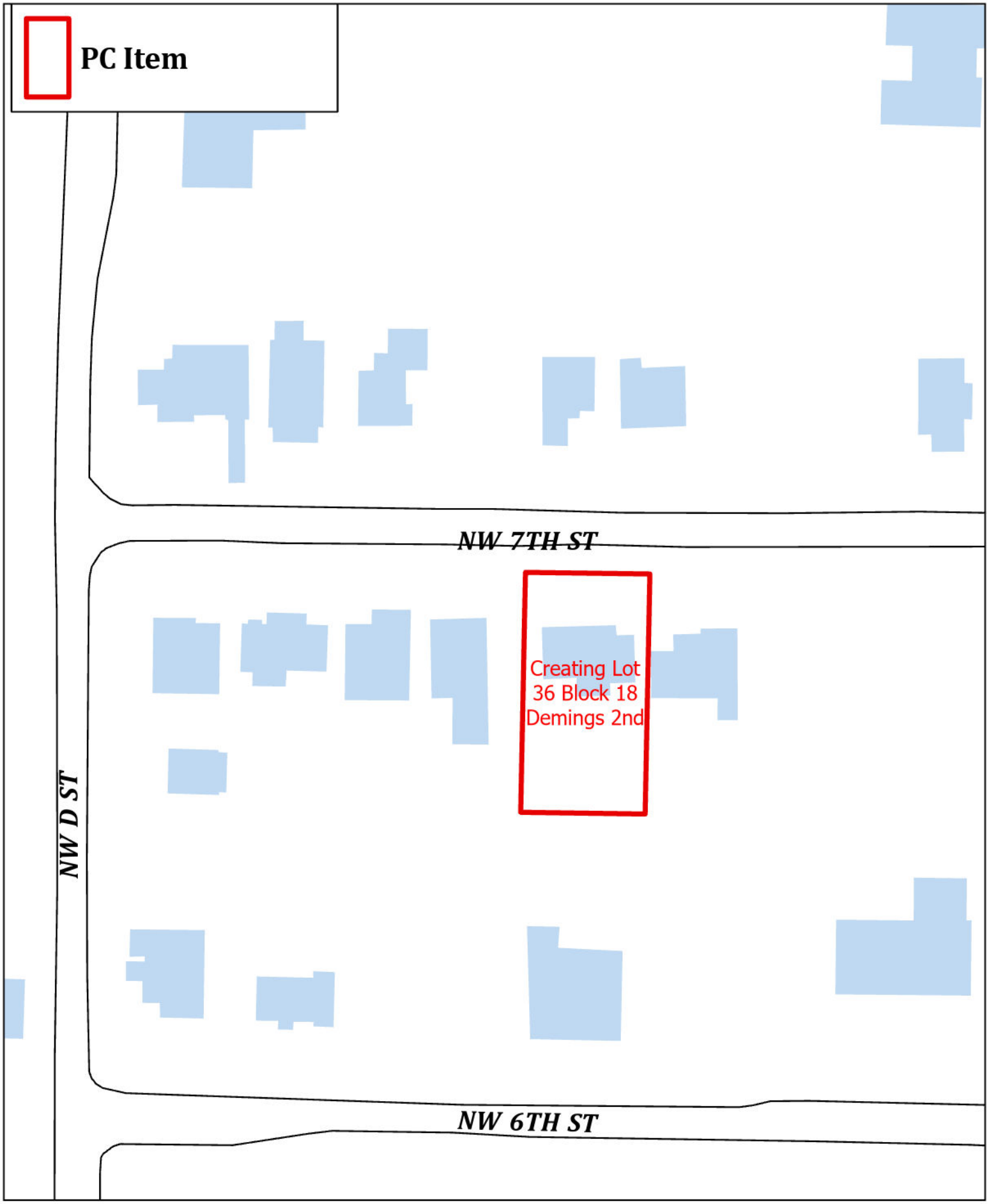
Consent Agenda Item

For the City Council meeting on February 24, 2026

Details

Property Line Adjustment: Lot 6 & West Half of Lot 5, Block 18, Creating New Lot 36, Block 18 of Deming's 2nd Addition. 409 Northwest 7th Street. PLA26-0004.

A Property Line Adjustment of Lot 6 and west half of Lot 5, Block 18, creating new lot 36, Block 18 of Deming's 2nd Addition. The plat is dedicated a 15-foot utility easement along the north property line.



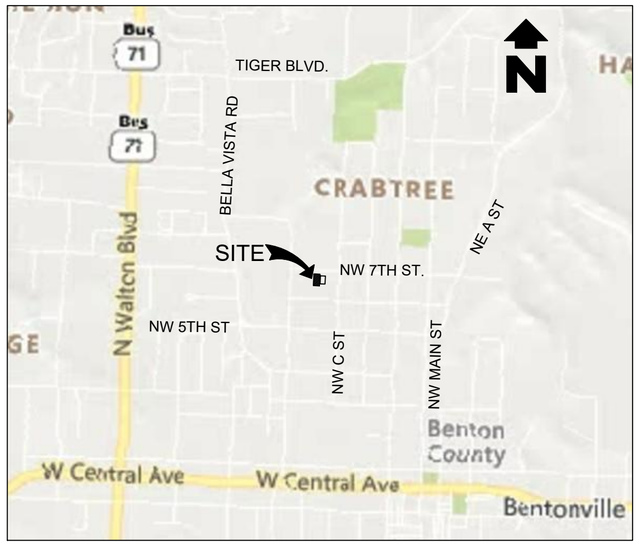
PLA26-0004
Creating Lot 36 Block 18 Demings 2nd
409 NW 7TH ST

PROPERTY LINE ADJUSTMENT
LOT 6 & WEST HALF OF LOT 5, BLOCK 18
CREATING NEW LOT 36, BLOCK 18 OF DEMING'S 2ND ADD.
BENTONVILLE, ARKANSAS

OWNER/DEVELOPER:
AP RE Development
Allan Pinkerton
P.O. Box 2591 Bentonville, AR. 72712
(417) 644-8136
pinkertonallan@yahool.com

SURVEY NOTES:

1. 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.
2. Except as specifically stated or shown on this plat, the survey does not purport to reflect any of the following which may be applicable to the subject real estate:
   Easements, other 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, or any other facts which an accurate and current title search may disclose.
3. This plat represents a boundary survey of the parcel recorded in Deed Records, Instruments #L202321262 in the records of the Circuit Clerk at the courthouse in Benton County, Arkansas.
4. The contractor must determine that proposed structures are clear of all boundary lines, easements, and meet building setback requirements before construction begins.
5. Basis of Bearings: NAD83, State Plane Grid Coordinates, Arkansas North Zone (301) referencing Bentonville City Control Monument Number 38.
6. Basis of Elevation: NAVD88, referencing Bentonville City Control Monument Number 38.
7. Bearings and distances shown are per Deed Instrument No. L202321262, Plat L202559331 and Black & Veatch Plat dated 1926 (Reference Plat B-24) unless noted otherwise.
8. This survey is valid only if the drawing includes the seal and signature of the surveyor.
9. No abstract of title, nor title commitment, nor results of title searches were furnished the surveyor. There may exist other documents of record which would affect this parcel.
10. Declaration is made to the original purchaser of the survey and is not transferable to any additional institutions or subsequent owners.
11. This property is zoned R1 (Low Density Single Family Residential). Setbacks shall be per the current zoning district as stated in the most recent City of Bentonville Zoning Code. For more info visit www.bentonvilleplanning.com or call the Planning Department @ 479-271-3122.
12. No attempt was made to show building setback lines graphically on the survey. Setback dimensions are based on the orientation of the building(s) to be constructed.
13. Subsurface and environmental conditions were not examined nor considered a part of this survey.
14. The locations of underground utilities as shown hereon are based on such above ground structures as were visible at the time of survey, and/or from record drawings provided to the surveyor. The location of underground utilities/structures may vary from locations shown hereon. No excavations were made during the progress of this survey to locate underground utilities/structures.
15. No attempt has been made as a part of this boundary survey to obtain or show data concerning existence, size, depth, condition, capacity, or location of any utility or facilities.
16. Sidewalks shall be the responsibility of the builder/owner at the time of building permit issuance.
17. Before any work in the Right-of-Way commences, contractor and or owner is to obtain Right-of-Way permit from the City of Bentonville Transportation Department.
18. Owner/Developer shall coordinate with all local utilities to ensure that each lot has water, sewer and electric service.
19. Owner to contact New Service Coordinator (271-3139) to discuss electric service prior to beginning any construction. Failure to contact BEUD prior to construction will result in delays to get electric service.
20. All structures must maintain a minimum of 20' clearances from all electric lines and no BEUD Electrical Equipment may be located behind a fence.
21. 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 will require the developer to pay for the cost of BEUD to relocate the equipment to the lot line.
22. It is the responsibility of the developer to coordinate with the New Service Coordinator @479-271-3139 to determine if equipment is in conflict.
23. It is the responsibility of the developer to pay any costs associated with moving of equipment. This includes but is not limited to any costs associated with loss of equipment (wire and elbows) and labor and materials to move the equipment to the new lot line.
24. There may not be any fences or any other structures built in any drainage easement.



VICINITY MAP
NTS
ATLAS PAGE # 361

DEED DESCRIPTION L202321262:

All of Lot 6 and the West Half of Lot 5, Block 18, in Deming's 2nd Addition, to the City of Bentonville, Benton County, Arkansas, as shown on plat record "B" at page 24.
Subject to any restrictions, conditions, covenants, rights of way, and easements now of record.
Subject to all prior mineral reservations and oil and gas leases.

SURVEY DESCRIPTION:

Lot 6 and the West Half of Lot 5, Block 18, Deming's 2nd Addition to the City of Bentonville, County of Benton, Arkansas, as shown on Pat Record "B" at Page 24 and being more particularly described by metes and bounds as follows:

COMMENCING at a Found ½" Open-Top Pipe on the South Right-of-Way of NW 7th St. and being the NE Corner of Lot 26 (Plat L202439816), the (NE Corner of Lot 22, Plat L202311740), and the (NE Corner of Lot 1 Plat B-24); Thence along said South Right-of-Way N87°38'38"W 225.99 feet to a Found ½" Open Top Pipe for the Point of Beginning:

Thence leaving said South Right-of-Way S02°43'49"W 144.24 feet to a Found ⅝" Rebar w/Cap (AR1636) on the North Line of an East-West 14' Alley per Black & Veatch Plat Dated 1926 and Plat B-24; Thence along said North Line of a 14' Alley N87°35'00"W 74.78 feet to a Found ⅝" Rebar w/Cap (AR1636) at the intersection of said North Line of a 14' Alley and the East Line of a North-South 13.5' Alley per Black & Veatch Plat Dated 1926 and B-24; Thence leaving said North Line of a 14' Alley and along said East Line of a 13.5' Alley N02°44'04"E 144.16 feet to a Set ⅝" Rebar w/Cap (AR1636) at the intersection of said East Line of a 13.5' Alley and the before mentioned South Right-of-Way of NW 7th St.; Thence leaving said East Line of a 13.5' Alley and along said South Right-of-Way of NW 7th St. S87°38'38"E 74.77' to the Point of Beginning, containing 10,781 Square Feet or 0.24 Acres, more or less.

Subject to any restrictions, conditions, covenants, rights of way, and easements now of record.
Subject to all prior mineral reservations and oil and gas leases.

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:_____
Community Development Director

Signed:_____
City Clerk

Signed:_____
Mayor, City of Bentonville

CERTIFICATE OF OWNERSHIP:

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

Date of Execution: _____ Signed:_____

Print Name and Address:_____

State of Arkansas
County of Benton
Subscribed and sworn before me this _____ day of _____, 2026.

My commission expires:_____

REVISIONS

NO.	DATE	DESCRIPTION
1	01-21-2026	INITIAL SUBMITTAL
2	02-04-2026	SECOND SUBMITTAL

PROJECT NOTES:

There are no waivers, variances, and/or conditional uses at the time of preparing this plat or plan.

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

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

SURVEYOR
Sand Creek Engineering and Surveying
1610 NW 12th St
Bentonville, AR. 72712
(479) 464-9282

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

CERTIFICATE OF AUTHORIZATION
SAND CREEK ENGINEERING AND LANDSCAPE ARCHITECTURE, INC.
No.385
ARKANSAS – ENGINEER

REGISTERED
STATE OF ARKANSAS
NO.
PRELIMINARY
PROFESSIONAL LAND SURVEYOR

SURVEYOR'S CERTIFICATE:

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

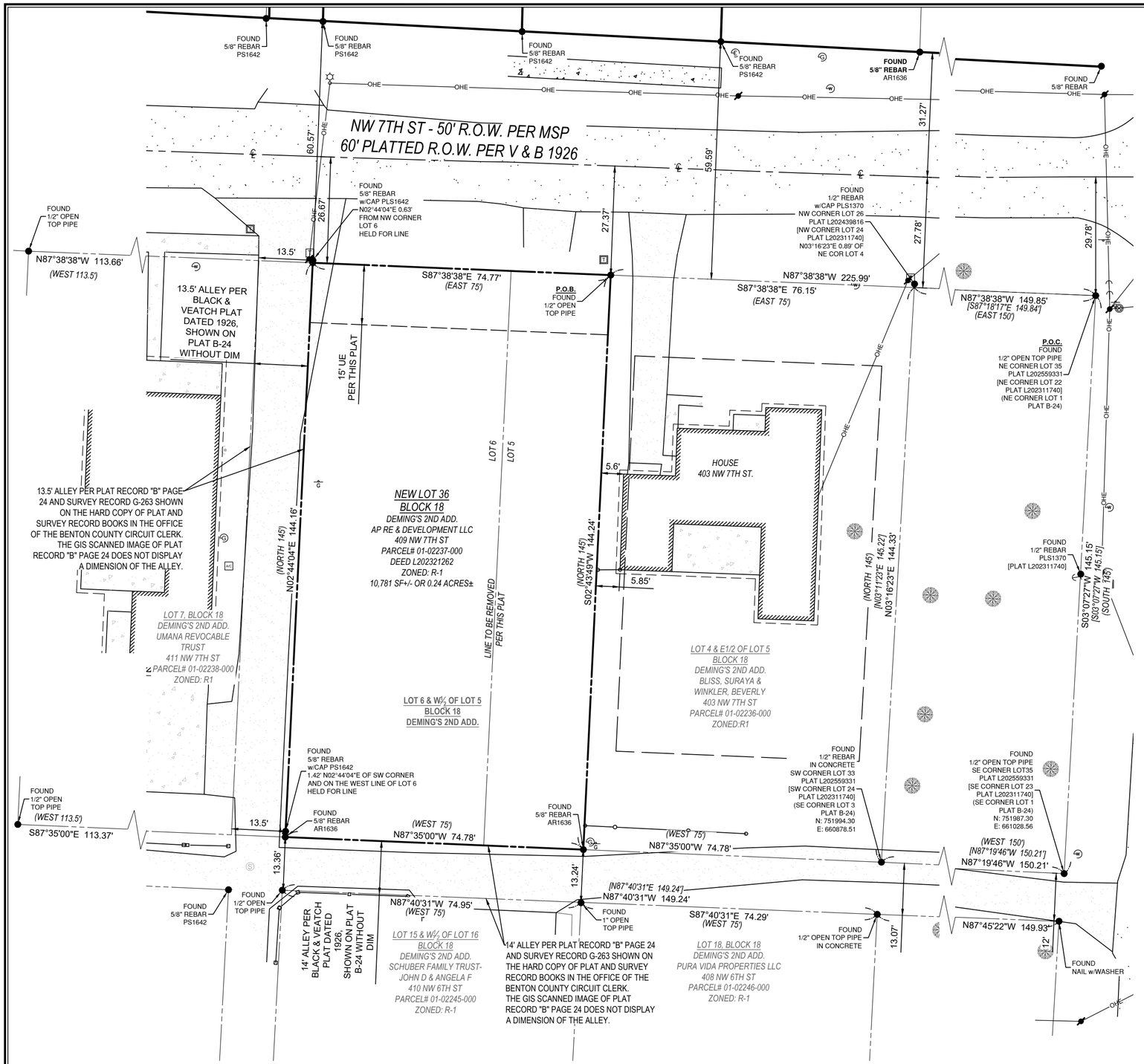
Date of Execution: _____

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

SCE PROJECT #: 24071
DATE: 01-21-2026
SHEET: 1 OF 2

City of Bentonville Project No.:
PLA26-0004

State Filing Code:
500-20N-30W-0-30-130-04-1636



N

20' 0 20'

SCALE: 1" = 20'

SITE LEGEND

- MONUMENT FOUND (AS NOTED)
- MONUMENT SET (5/8" REBAR W/CAP AR 1002)
- UTILITY POLE
- UTILITY POLE W/LIGHT
- GUY WIRE
- SIGN
- WATER METER
- ELECTRIC METER
- GAS METER
- GAS VALVE
- GAS SIGN
- SANITARY MANHOLE
- CLEANOUT
- ELECTRICAL RISER
- TELEPHONE VAULT
- TELEPHONE RISER
- DECIDUOUS TREE
- PROPERTY LINES
- ADJOINING PROPERTY LINE
- RIGHT-OF-WAY LINE
- FENCE (CHAINLINK)
- FENCE (WOOD)
- OVERHEAD ELECTRIC LINE
- CONCRETE
- GRAVEL
- ASPHALT

(XXX°XX'XX"X XX.XX) RECORD DISTANCES PER BLACK AND VEATCH PLAT DATED 1926 (V & B 1926) REFERENCE PLAT B-24 LAYOUT

[XXX°XX'XX"X XX.XX] RECORD BEARING AND DISTANCES PER PLAT L202439816

FLOOD STATEMENT:

(BY GRAPHICAL PLOTTING ONLY)
This property is not located within any presently established 100-year flood plain as determined by the National Flood Insurance Program, flood insurance rate map for Benton County, Arkansas. Map Number 05007C0090J. Revised date September 27, 2007.

CERTIFICATE OF AUTHORIZATION
SAND CREEK ENGINEERING AND LANDSCAPE ARCHITECTURE, INC.
No.385
ARKANSAS – ENGINEER

OWNER/DEVELOPER:
AP RE Development
Allan Pinkerton
P.O. Box 2591 Bentonville, AR. 72712
(417) 644-8136
pinkertonallan@yahool.com

SHEET:

PROPERTY LINE ADJUSTMENT
LOT 6 AND WEST HALF OF LOT 5 TO BECOME LOT 36, BLOCK 18 BLOCK 18, DEMING'S 2ND ADDITION BENTONVILLE, ARKANSAS

REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF ARKANSAS
NO.
JRE
PRELIMINARY
JONATHAN R. NEVILL

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

SURVEYOR
Sand Creek Engineering and Surveying
1610 NW 12th St
Bentonville, AR. 72712
(479) 464-9282

City of Bentonville Project No.:
PLA26-0004

State Filing Code:
500-20N-30W-0-30-130-04-1636

PLS:	GEN
CAD:	MJH
FIELD:	MS/MJH
SCE PROJECT #:	24071
DATE:	02/04/2026
SHEET:	2 OF 2

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF LOT 6 & THE WEST HALF OF LOT 5, BLOCK 18 OF DEMING'S 2ND ADDITION CREATING NEW LOT 36, BLOCK 18 OF DEMING'S 2ND ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS; AND FOR OTHER PURPOSES. (PROJECT NUMBER: PLA26-0004)

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the property line adjustment of LOT 6 & THE WEST HALF OF LOT 5, BLOCK 18 OF DEMING'S 2ND ADDITION creating new LOT 36, BLOCK 18 OF DEMING'S 2ND ADDITION to the City of Bentonville, Benton County, Arkansas was submitted to the Bentonville Planning Commission on February 17, 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 6 & THE WEST HALF OF LOT 5, BLOCK 18 OF DEMING'S 2ND ADDITION creating new LOT 36, BLOCK 18 OF DEMING'S 2ND ADDITION to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes;

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

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

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

PASSED AND APPROVED this_____ day of _____, 2026.

APPROVED:

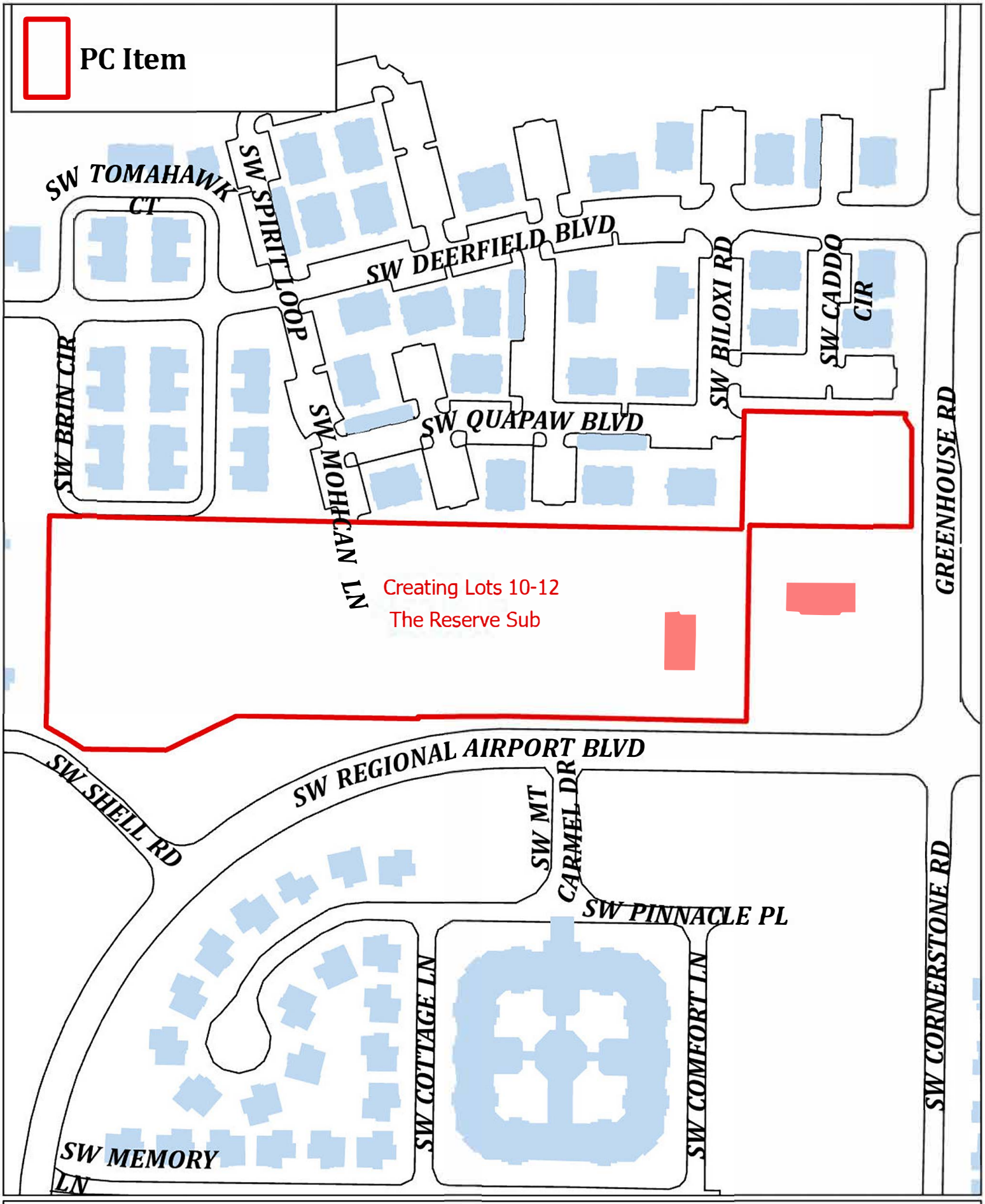
_____
Stephanie Orman, Mayor

ATTEST:

_____
Malorie Marrs, City Clerk

	Consent Agenda Item
	For the City Council meeting on February 24, 2026

Details



PLA26-0006

Creating Lots 10-12 The Reserve Sub

CORRECTION PLAT - PROPERTY LINE ADJUSTMENT

OF LOT 4, LOT 8, and LOT 9, THE RESERVE SUBDIVISION
CREATING LOT 10, LOT 11, and LOT 12,
THE RESERVE SUBDIVISION,
AN ADDITION TO THE CITY OF BENTONVILLE,
BENTON COUNTY, ARKANSAS

PARENT TRACT SURVEY DESCRIPTION:

Part of Lot 1, The Reserve Subdivision, record Lot Split, Instrument No. L202161297 filed August 17, 2021, Lot 4, The Reserve Subdivision, record instrument No. L202519209 filed April 10, 2025, and Lots 8 and 9 of the Property Line Adjustment of Lots 6 & 7, The Reserve Subdivision. record Instrument No. L202549495 filed September 4, 2025, the perimeter boundary line of the combined Lots being more particularly described as follows:

COMMENCING at an existing MAG Nail marking the southwest corner of the Southwest Quarter of the Northwest Quarter (SW1/4 NW1/4) of Section 11; thence by bearing and distance (basis of bearings, Grid North), North 02°23'38" East a distance of 32.76 feet to a one-half inch (1/2") rebar with PS No. 1507 cap on the north right-of-way line of Shell Road and the true POINT OF BEGINNING; thence along and coincident with the west line of Lot 1, The Reserve Subdivision, North 02°23'38" East a distance of 311.33 feet to a one-half inch (1/2") rebar with PS No. 1156 cap marking the southwest corner of Lot 2, The Reserve Subdivision; thence along and coincident with the south line of said Lot 2 the following courses (bearings and distances), South 87°14'20" East a distance of 1019.73 feet to a five-eighths inch (5/8") rebar, North 02°45'40" East a distance of 175.00 feet to a five-eighths inch (5/8") rebar with PS No. 1156 cap, South 87°14'20" East a distance of 238.94 feet to a one-half inch (1/2") rebar with PS No. 1507 cap marking the southeast corner of said Lot 2; thence along and coincident with the west right-of-way line of Greenhouse Road, as that currently exists, the following courses (bearings and distances), South 13°07'02" West a distance of 7.62 feet to a one-half inch rebar with PS No. 1507 cap, South 31°52'58" East a distance of 18.03 feet to a five-eighths inch (5/8") rebar with PS No. 1374 cap, South 01°48'26" West a distance of 144.24 feet to a one-half inch (1/2") rebar with PS No. 1507 cap at the intersection of the north line of Lot 5, The Reserve Subdivision, with said west right-of-way line of Greenhouse Road; thence leaving said west right-of-way line, North 87°31'07" West a distance of 238.70 feet to a one-half inch (1/2") rebar with PS No. 1374 cap marking the northwest corner of said Lot 5; thence South 02°28'53" West a distance of 290.30 feet to a one-half inch (1/2") rebar with PS No. 1374 cap marking the southwest corner of said Lot 5; thence along and coincident with the north right-of-way line of Arkansas Highway No. 12 (SW Regional Airport Blvd) the following courses (bearings and distances), North 87°10'35" West a distance of 349.47 feet to a two-inch (2") aluminum AHTD Monument, North 88°40'59" West a distance of 134.79 feet o a two-inch (2") aluminum AHTD Monument, South 09°11'47" East a distance of 2.98 feet to a one-half inch (1/2") rebar with PS No. 1507 cap, North 87°28'06" West a distance of 267.25 feet to a one-half inch (1/2") rebar, South 65°42'51" West a distance of 115.33 feet to a one-half inch (1/2") rebar; thence leaving said south right-of-way line, North 87°46'01" West a distance of 121.35 feet to a one-half inch (1/2") rebar with PS No. 1507 cap on the north right-of-way line of Shell Road; thence 28.14 feet along and coincident with said north right-of-way line and the arc of a non-tangent curve to the left, said curve having a radius of 239.94 feet and being subtended by a chord bearing and distance of North 55°18'16" West 28.12 feet to a one-half inch rebar with PS No. 1507 cap; thence continuing along said north right-of-way line, North 58°39'51" West a distance of 36.32 feet to the Point of Beginning and containing 8.00 acres, more or less.

LOT 10 SURVEY DESCRIPTION:

Part of Lot 1, The Reserve Subdivision, record Lot Split, Instrument No. L202161297 filed August 17, 2021, and Lot 4, The Reserve Subdivision, record Instrument No. L202519209 filed April 10, 2025, and being more particularly described as follows:

COMMENCING at an existing MAG Nail marking the southwest corner of the Southwest Quarter of the Northwest Quarter (SW1/4 NW1/4) of Section 11; thence by bearing and distance (basis of bearings, Grid North), North 02°23'38" East a distance of 32.76 feet to a one-half inch (1/2") rebar with PS No. 1507 cap on the north right-of-way line of Shell Road; thence along and coincident with the west line of Lot 1, The Reserve Subdivision, North 02°23'38" East a distance of 311.33 feet to a one-half inch (1/2") rebar with PS No. 1156 cap marking the southwest corner of Lot 2, The Reserve Subdivision; thence along and coincident with the south line of said Lot 2, North 87°14'20" East a distance of 1019.73 feet to a five-eighths inch (5/8") rebar and the true POINT OF BEGINNING; thence continuing along the southerly lines of said Lot 2, North 02°45'40" East a distance of 175.00 feet to a five-eighths inch (5/8") rebar with PS No. 1156 cap, South 87°14'20" East a distance of 238.94 feet to a one-half inch (1/2") rebar with PS No. 1507 cap marking the southeast corner of said Lot 2; thence along and coincident with the west right-of-way line of Greenhouse Road, as that currently exists, the following courses (bearings and distances), South 13°07'02" West a distance of 7.62 feet to a one-half inch rebar with PS No. 1507 cap, South 31°52'58" East a distance of 18.03 feet to a five-eighths inch (5/8") rebar with PS No. 1374 cap, South 01°48'26" West a distance of 144.24 feet to a one-half inch (1/2") rebar with PS No. 1507 cap at the intersection of the north line of Lot 5, The Reserve Subdivision, with said west right-of-way line of Greenhouse Road; thence leaving said west right-of-way line, North 87°31'07" West a distance of 238.70 feet to a one-half inch (1/2") rebar with PS No. 1374 cap marking the northwest corner of said Lot 5; thence South 02°28'53" West a distance of 7.29 feet to a one-half inch (1/2") rebar with PS No. 1507 cap; thence North 87°14'20" West a distance of 11.56 feet to the Point of Beginning, and containing 0.95 acres, more or less.

LOT 11 SURVEY DESCRIPTION:

Part of Lot 1, The Reserve Subdivision, record Lot Split, Instrument No. L202161297 filed August 17, 2021, and Lot 8 of the Property Line Adjustment of Lots 6 & 7, The Reserve Subdivision. record Instrument No. L202549495 filed September 4, 2025, and being more particularly described as follows:

COMMENCING at an existing MAG Nail marking the southwest corner of the Southwest Quarter of the Northwest Quarter (SW1/4 NW1/4) of Section 11; thence by bearing and distance (basis of bearings, Grid North), North 02°23'38" East a distance of 32.76 feet to a one-half inch (1/2") rebar with PS No. 1507 cap on the north right-of-way line of Shell Road; thence along and coincident with the west line of Lot 1, The Reserve Subdivision, North 02°23'38" East a distance of 311.33 feet to a one-half inch (1/2") rebar with PS No. 1156 cap marking the southwest corner of Lot 2, The Reserve Subdivision; thence along and coincident with the south line of said Lot 2, South 87°14'20" East a distance of 849.93 feet to a one-half inch (1/2") rebar with PS No. 1507 cap and the true POINT OF BEGINNING; thence South 87°14'20" East and continuing along said south line a distance of 169.80 feet to a five-eighths inch (5/8") rebar, in all a distance 181.36 feet to a one-half inch (1/2") rebar with PS No. 1507 cap on the west line of Lot 5, The Reserve Subdivision; thence South 02°28'53" West a distance of 283.02 feet to a one-half inch (1/2") rebar with PS No. 1374 cap marking the southwest corner of said Lot 5 and the north right-of-way line of Arkansas Highway No. 12 (SW Regional Airport Blvd); thence along and coincident with said north right-of-way line, North 87°10'35" West a distance of 181.36 feet to a one-half inch (1/2") rebar with PS No. 1507 cap; thence leaving said north right-of-way line, North 02°28'53" East a distance of 282.82 feet to the Point of Beginning, and containing 1.18 acres, more or less.

LOT 12 SURVEY DESCRIPTION:

Part of Lot 1, The Reserve Subdivision, record Lot Split, Instrument No. L202161297 filed August 17, 2021, and Lot 9 of the Property Line Adjustment of Lots 6 & 7, The Reserve Subdivision. record Instrument No. L202549495 filed September 4, 2025, and being more particularly described as follows:

COMMENCING at an existing MAG Nail marking the southwest corner of the Southwest Quarter of the Northwest Quarter (SW1/4 NW1/4) of Section 11; thence by bearing and distance (basis of bearings, Grid North), North 02°23'38" East a distance of 32.76 feet to a one-half inch (1/2") rebar with PS No. 1507 cap on the north right-of-way line of Shell Road and the true POINT OF BEGINNING; thence along and coincident with the west line of Lot 1, The Reserve Subdivision, North 02°23'38" East a distance of 311.33 feet to a one-half inch (1/2") rebar with PS No. 1156 cap marking the southwest corner of Lot 2, The Reserve Subdivision; thence along and coincident with the south line of said Lot 2, South 87°14'20" East a distance of 849.93 feet to a one-half inch (1/2") rebar with PS No. 1507 cap; thence leaving said south line, South 02°28'53" West a distance of 282.82 feet to a one-half inch (1/2") rebar with PS No. 1507 cap on the north right-of-way line of Arkansas Highway No. 12 (SW Regional Airport Blvd); thence along and coincident with said north right-of-way line the following courses (bearings and distances), North 87°10'35" West a distance of 168.11 feet to a two-inch (2") aluminum AHTD Monument, North 88°40'59" West a distance of 134.79 feet o a two-inch (2") aluminum AHTD Monument, South 09°11'47" East a distance of 2.98 feet to a one-half inch (1/2") rebar with PS No. 1507 cap, North 87°28'06" West a distance of 267.25 feet to a one-half inch (1/2") rebar, South 65°42'51" West a distance of 115.33 feet to a one-half inch (1/2") rebar; thence leaving said north right-of-way line, North 87°46'01" West a distance of 121.35 feet to a one-half inch (1/2") rebar with PS No. 1507 cap on the north right-of-way line of Shell Road; thence 28.14 feet along and coincident with said north right-of-way line and the arc of a non-tangent curve to the left, said curve having a radius of 239.94 feet and being subtended by a chord bearing and distance of North 55°18'16" West 28.12 feet to a one-half inch rebar with PS No. 1507 cap; thence continuing along said north right-of-way line, North 58°39'51" West a distance of 36.32 feet to the Point of Beginning and containing 5.86 acres, more or less.

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: _____
Sadiq Ali, Manager
Greenhouse-Highway 12, LLC
PO Box 56260
Little Rock, AR 72215

ACKNOWLEDGEMENT:

Subscribed and sworn before me this ____ day of _____, 2026.

My Commission Expires: _____

_____
Notary Public

Source of Title: Warranty Deed, L202309785
Lot Split, The Reserve Subdivision, Lots 1, 2, and 3, L202161297

CERTIFICATE OF APPROVAL:

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

Date of Execution: _____

Signed: _____
Bentonville Planning Commission Chairman

Signed: _____
Mayor, City of Bentonville

Signed: _____
City Clerk, City of Bentonville

CERTIFICATE OF SURVEY AND ACCURACY

I, Keith A. Sikes, Arkansas PS No. 1507, hereby certify that this plat correctly represents a boundary survey made by me or under my direct supervision, and that 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 Standards of Practice for Property Boundary Surveys and Plats have been met.

PROFESSIONAL
KEITH A. SIKES
1507
ARKANSAS
SURVEYOR

[redacted]

Digitally Signed by K Sikes
2026.02.10 15:20:16-06'00'

Keith A. Sikes, AR PS 1507
Olsson, AR COA 1010
ksikes@olsson.com

CERTIFICATE OF AUTHORIZATION
Olsson Inc.
No.1010
ARKANSAS ENGINEER

OWNER:

Greenhouse-Highway 12, LLC
PO Box 56260
Little Rock, AR 72215
Phone: 870-830-9148

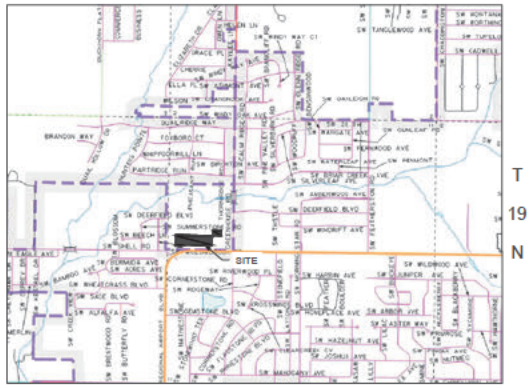
PREPARED FOR:

McDonald's
110 N. Carpenter Street
Chicago, IL 60607
Phone: 316-706-2253

PREPARED BY:

Olsson, Inc.
3537 N. Steele Blvd, Suite 310
Fayetteville, AR 72703
Phone: 479-443-3404

LOCATION MAP
(NOT TO SCALE)



CITY OF BENTONVILLE DEVELOPMENT NOTES

1. 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.
2. Owner/Developer shall coordinate with all local utilities to ensure that each lot has water, sewer, and electric service.
3. Sidewalks shall be the responsibility of the builder/owner at time of building permit issuance.
4. All sidewalks shall be installed by the timeframes set forth in 900.08 of the Street Specifications.
5. There may not be fences or any other structures built in any drainage easements.
6. Setbacks shall be per the current zoning district as stated in the most recent City of Bentonville Zoning Code. For more information visit www.bentonvilleplanning.com or call the Planning Department at 479-271-3122.
7. We, the Owners, hereby grant to the City of Bentonville a Blanket Avigation Easement over the entirety of the Subdivision persuant to the Municipal Code, Section 401.12.

FLOOD CERTIFICATION

Based on the Flood Insurance Rate Map (FIRM) from the Federal Emergency Management Agency (FEMA), Map No. 05007C0235K, Map Revised 06/06/2012, and by graphic plotting only; The subject property lies within Other Areas, Zone X; Areas determined to be outside the 0.2% annual chance floodplain. This flood statement does not address or cover the possibility of localized flooding . Any potential flood hazards or risks associated with or that may be determined from a future FEMA Risk Rating 2.0 are unknown.

SURVEYOR'S NOTES

1. The purpose of the Correction Plat is to correct and replat Lots 4, 6, 7, 8, and 9, The Reserve Subdivision, formerly created by record plats L202519209 and L202549495. Several existing and original corner monuments were not found, depicted, and utilized, nor were any lot or other corner monuments set in conjunction with the surveys and filing of these two 2025 plats. This Correction Plat places an accurate survey on the record depicting all corner monuments found and set, as well as being an intentional retracement survey of record Lot 1, the south line of record Lot 2, and the rights-of-way of Greenhouse Road and Arkansas Highway 12 (SW Regional Airport Blvd) as those existed prior to the two plats L202519209 and L202549495.
2. Easements that were dedicated by former record plats L202519209 and L202549495, were retraced and are depicted hereon, as those were platted. The common corner used for easement placement was the northwest corner of Lot 5, rather than utilizing the easement metes descriptions commencing at the southwest corner of the SW1/4 NW1/4. The intent and purpose of any easement dedication hereon, is to bridge and close the gaps created by those easements that were dedicated by those former two record plats L202519209 and L202549495, and to establish continuity to other existing record easements, or to lot lines being platted hereon.
3. Lot 5, The Reserve Subdivision, is being excluded from this replat due to title of that lot having been conveyed prior to the filing of this Correction Plat.
4. Measured bearings and distances are equivalent to the record dimensions of Lot Split, The Reserve Subdivision, L202161297, except along the north and west lines of Lot 5, where measured and record are annotated hereon.

GENERAL NOTES:

1. Basis of Bearings: Grid North, State Plane Coordinate System, Arkansas North Zone, NAD83 (2011)(Epoch:2010.0000), based on GNSS observations from the ArDOT VRS Network. The measured Grid North bearing along the west line of the SW1/4 of the NW1/4 = North 02°23'38" East
2. Every record document reviewed and considered as a part of this survey is noted hereon. Surveyor has not made a thorough investigation or independent search for any easements or other encumbrances or facts that an accurate, complete and current title search and/or title commitment would disclose. Other documents of record, rights, or facts may exist and affect the subject property.
3. Subsurface or environmental conditions were not examined or considered as part of this survey.
4. The locations of existing utilities are representational only and are in no way intended to show their exact locations, nor is this information to be construed as a complete inventory of all utilities at the location. Olsson and the Surveyor did not make any excavations and did not use equipment to locate the actual utilities. Olsson personnel only located markings created by others. Lacking excavation, the exact locations of underground utilities and features cannot be accurately, completely, and reliably depicted.
5. Last Date of Field Survey: January 21, 2026

UTILITY NOTES FROM THE RESERVE SUBDIVISION, LOTS 1, 2, & 3 - L202161297

1. All structures must maintain a minimum of 20 feet clearances from all electric lines.
2. All exterior Lot lines have a 20' U.E. and all interior Lot lines have a 15' U.E. centered on the Lot line. (SURVEYOR'S NOTE: The 20' U.E. dedication along all exterior lot lines and the 15' U. E. dedication along and centerered on all interior lot lines was only applicable with that L202161297 platting and is not being carried forward to apply and dedicate any additional utility easements to Lots 10, 11, and 12 created hereon.)

BENTONVILLE ATLAS PAGE: 483
STATE PLAT CODE: 500-19N-31W-0-11-430-04-1507

olsson
3537 North Steele Boulevard, Suite 310
Fayetteville, AR 72703
olsson.com
TEL 479.443.3404
FAX 479.443.4340

REV. NO.	DATE	DESCRIPTION
1.	01.29.26	City of Bentonville Comments Addressed
2.	02.10.26	City of Bentonville Comments Addressed
3.		
4.		
5.		
6.		
7.		
8.		

REVISIONS

CORRECTION PLAT - PROPERTY LINE ADJUSTMENT
City of Bentonville Project No. PLA26-0006

CREATING LOT 10, LOT 11, AND LOT 12,
THE RESERVE SUBDIVISION

BENTONVILLE, BENTON COUNTY, ARKANSAS

2026

drawn by: SBR
checked by: KAS
project no.: 024-02080
date: 02.10.2026

SHEET
1 of 3

C:\Temp\AcPublish_26976\V_PPLAT_02402080.dwg
DATE: Feb 10, 2026 3:10pm USER: sroper2

CORRECTION PLAT - PROPERTY LINE ADJUSTMENT

OF LOT 4, LOT 8, and LOT 9, THE RESERVE SUBDIVISION
CREATING LOT 10, LOT 11, and LOT 12,
THE RESERVE SUBDIVISION,
AN ADDITION TO THE CITY OF BENTONVILLE,
BENTON COUNTY, ARKANSAS

SCALE IN FEET
ONE INCH = 40 FEET

CURVE TABLE					
#	Radius	Length	Delta	Chord	Ch. Bearing
C1	239.94'	28.14'	6°43'09"	28.12'	N55°18'16"W

LINE TABLE		
#	Direction	Length
L1	N02°23'38"E	32.76'
L2	S13°07'02"W	7.62'
L3	S31°52'58"E	18.03'
L4	S09°11'47"E	2.98'
L5	N58°39'51"W	36.32'
L6	S02°28'53"W	7.29'
L7	N87°14'20"W	11.56'

LEGEND

- Found Monument (As Noted)
- Set Monument (As Noted)
- Electric Vault
- Power Pole
- Sign (As Noted)
- Storm Manhole
- Telephone Vault
- Traffic Signal Pole
- Water Valve
- Fire Hydrant
- Sanitary Manhole
- U.E. Utility Easement
- POC Point of Commencement
- POB Point of Beginning
- TDM Truncated Dome Mat
- (R2) Record Dimension Per Plat L202519209
- MTL PP Metal Transmission Line Power Pole
- Overhead Electric
- Fiber Optic Line
- Storm Sewer Line
- Water Line
- Barbed Wire Fence
- Wood Fence
- Boundary & Lot Line
- Lot Line
- Easement Line
- Centerline
- Concrete Pavement
- Gravel Pavement
- Water/Pond

LOT 2
THE RESERVE SUBDIVISION,
DOCUMENT NO. L202161297
PARCEL 01-19683-001

LOT 9, WILLOWBROOK FARMS SUBDIVISION, PHASE 1, LOTS 5-51 BOOK 2013, PAGE 278, PARCEL 01-16784-000 OWNER: DEBORAH A MITCHELL

LOT 8, WILLOWBROOK FARMS SUBDIVISION, PHASE 1, LOTS 5-51 BOOK 2013, PAGE 278, PARCEL 01-16783-000 OWNER: CHASE WHITE

LOT 7, WILLOWBROOK FARMS SUBDIVISION, PHASE 1, LOTS 5-51 BOOK 2013, PAGE 278, PARCEL 01-16782-000 OWNER: MICHAEL & TONI LINDSEY

LOT 6, WILLOWBROOK FARMS SUBDIVISION, PHASE 1, LOTS 5-51 BOOK 2013, PAGE 278, PARCEL 01-16781-000 OWNER: SUBRAMANI, SRINATH PARAMESHWARAN & DEEPTHI SANKARA NARAYANAN

LOT 5, WILLOWBROOK FARMS SUBDIVISION, PHASE 1, LOTS 5-51 BOOK 2013, PAGE 278, PARCEL 01-16780-000 OWNER: BRIAN KEITH & AMELIA JACKSON

FOUND 1/2" REBAR W/ CAP "DAVIS 1156" N: 737044.75 E: 647145.11

POB: PARENT TRACT & LOT 12 SET 1/2" REBAR W/ CAP "1507"

POC: PARENT TRACT, LOTS 10, 11 & 12 FOUND MAG NAIL SW CORNER, SW1/4 NW 1/4, SECTION 11, T-19-N, R-31-W N: 736700.96 E: 647130.73
References:
S76°15'E, 115.6', Ctr FO Dome Mrk Post
N52°24'W, 67.3', Ctr Gas, Dome Mkr Post

LOT 12:
5.86 ACRES±

POND

TOP OF POND BANK

20' U.E. DOC NO. L202161297

7.5' U.E. DOC NO. L202161297

S87°14'20"E 1019.73'

S87°14'20"E 849.93'

29' CROSS ACCESS EASEMENT DOC NO. L202161297

10.50' TEMPORARY CONSTRUCTION EASEMENT, DOC. NO. L202102568

N02°23'38"E 311.33'

25' UTILITY EASEMENT, DOC NO. L202102283

30' ELECTRIC EASEMENT, DOC. NO. 2001115196

OVERHEAD TRANSMISSION POWER LINE

20' GENERAL U.E. DOC NO. L202519209

"BURIED FIBER LINE" SIGN

15' U.E., DOC NO. 200011523 DOC NO. 200011526 DOC NO. 200011529

10' U.E. DOC NO. 20010115220

18" MTL PP

VARIABLE WIDTH U.E. BOOK 2014, PAGE 5634

12' PEDESTRIAN ESMT DOC. NO.L202519209

GAS MARKER

CONCRETE CURB & GUTTER

33.7'

SET 1/2" REBAR W/ CAP "1507"

N87°19'56"W 229.21'

27.37'

FOUND 1/2" REBAR

N87°28'06"W 267.25'

FOUND AHTD ALUM. MON "1392"

N88°40'59"W 134.79'

L4

L5

C1

35.3'

N87°46'01"W 121.35'

S65°42'51"W 115.33'

PARCEL 01-07937-010
OWNER: ARKANSAS STATE HIGHWAY COMM

FOUND 1/2" REBAR

"BURIED FIBER LINE" SIGN

5' SIDEWALK

DEPRESSED CURB & 56' DRIVEWAY

CONCRETE CURB & GUTTER

PARCEL 01-07937-001
OWNER: ARKANSAS STATE HIGHWAY COMM

SHELL ROAD

ARKANSAS HIGHWAY 12
SW REGIONAL AIRPORT BLVD

MATCHLINE SHEET 2

MATCHLINE SHEET 3

PROFESSIONAL ENGINEER
[redacted]
02.10.2026

BENTONVILLE ATLAS PAGE: 493

C:\Temp\AcPublish_26976\V_PPLAT_02402080.dwg
DATE: Feb 10, 2026 3:10pm USER: sroper2

olsson
3537 North Steele Boulevard, Suite 310
Fayetteville, AR 72703
olsson.com
TEL 479.443.3404
FAX 479.443.4340

REVISIONS		
REV. NO.	DATE	DESCRIPTION
1.	01.29.26	City of Bentonville Comments Addressed
2.	02.10.26	City of Bentonville Comments Addressed
3.		
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CORRECTION PLAT - PROPERTY LINE ADJUSTMENT
City of Bentonville Project No. PLA26-0006

CREATING LOT 10, LOT 11, AND LOT 12,
THE RESERVE SUBDIVISION

BENTONVILLE, BENTON COUNTY, ARKANSAS

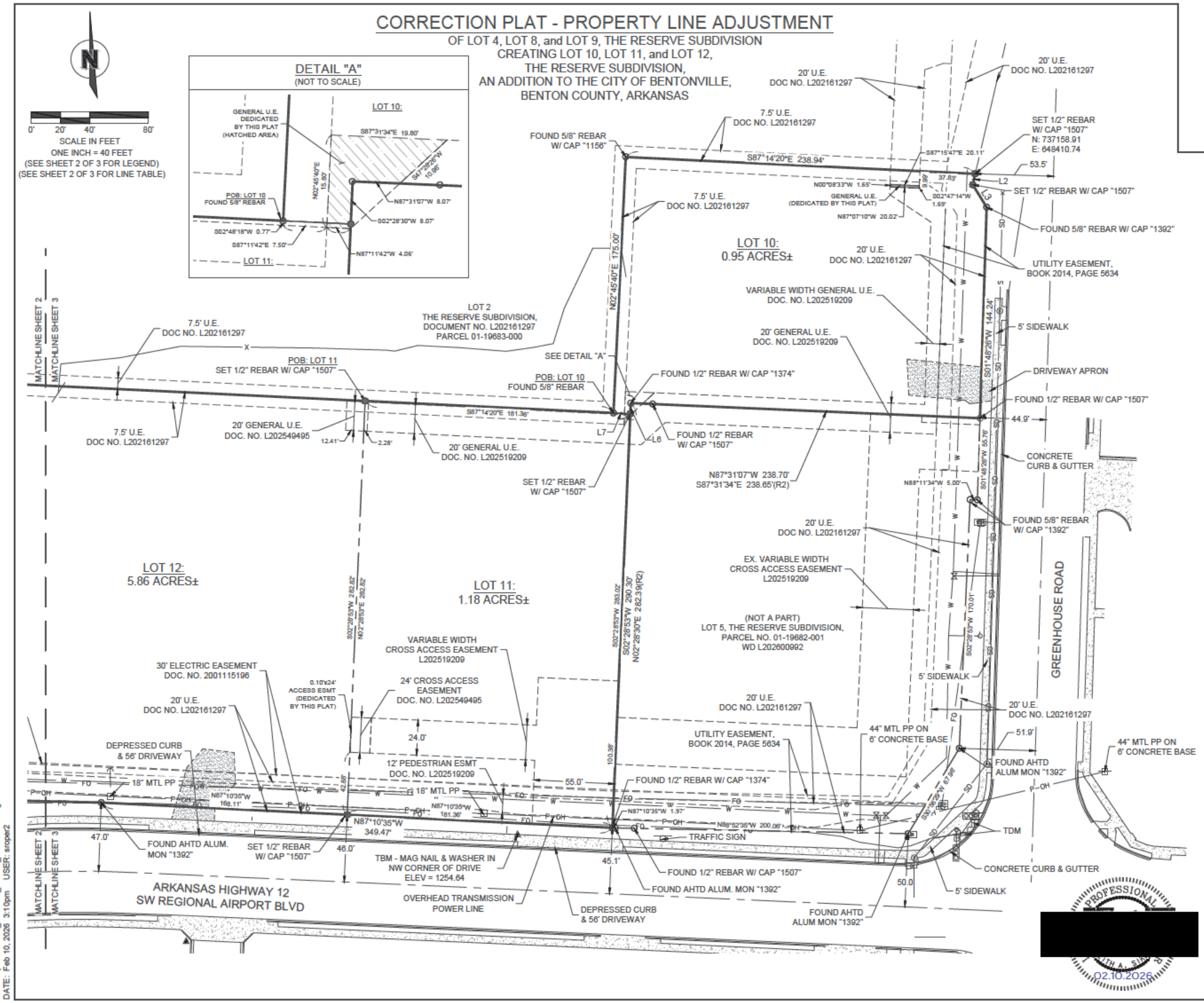
2026

drawn by: SBB
checked by: KAS
project no.: 024-02080
date: 02.10.2026

SHEET
2 of 3

CORRECTION PLAT - PROPERTY LINE ADJUSTMENT

OF LOT 4, LOT 8, and LOT 9, THE RESERVE SUBDIVISION
CREATING LOT 10, LOT 11, and LOT 12,
THE RESERVE SUBDIVISION,
AN ADDITION TO THE CITY OF BENTONVILLE,
BENTON COUNTY, ARKANSAS



olsson
3537 North Steele Boulevard, Suite 310
Fayetteville, AR 72703
olsson.com
TEL 479.443.3404
FAX 479.443.4340

REVISIONS		
REV. NO.	DATE	DESCRIPTION
1.	01.29.26	City of Bentonville Comments Addressed
2.	02.10.26	City of Bentonville Comments Addressed
3.		
4.		
5.		
6.		
7.		
8.		

CORRECTION PLAT - PROPERTY LINE ADJUSTMENT
City of Bentonville Project No. PLA26-0006

CREATING LOT 10, LOT 11, AND LOT 12,
THE RESERVE SUBDIVISION

BENTONVILLE, BENTON COUNTY, ARKANSAS

2026

drawn by: SBB
checked by: KAS
project no.: 024-02080
date: 02.10.2026

SHEET
3 of 3

BENTONVILLE ATLAS PAGE: 483

C:\Temp\AcPublish_26976\V_PPLAT_02402080.dwg
DATE: Feb 10, 2026 3:10pm USER: sroper2

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING A CORRECTION PLAT OF LOTS 4, 8 AND 9 OF THE RESERVE SUBDIVISION CREATING NEW LOTS 10-12 OF THE RESERVE SUBDIVISION TO THE CITY OF BENTONVILLE, ARKANSAS; AND FOR OTHER PURPOSES.
(PROJECT NUMBER: PLA26-0006)

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the correction plat of LOTS 4, 8 AND 9 OF THE RESERVE SUBDIVISION creating new LOTS 10-12 OF THE RESERVE SUBDIVISION to the City of Bentonville, Benton County, Arkansas was submitted to the Bentonville Planning Commission on February 17, 2026;

WHEREAS, said correction plat is attached hereto as Exhibit "A";

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

WHEREAS, the correction plat 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 correction plat should be approved.

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

Section 1: That the correction plat of LOTS 4, 8 AND 9 OF THE RESERVE SUBDIVISION creating new LOTS 10-12 OF THE RESERVE SUBDIVISION to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes;

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

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

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

PASSED AND APPROVED this_____ day of _____, 2026.

APPROVED:

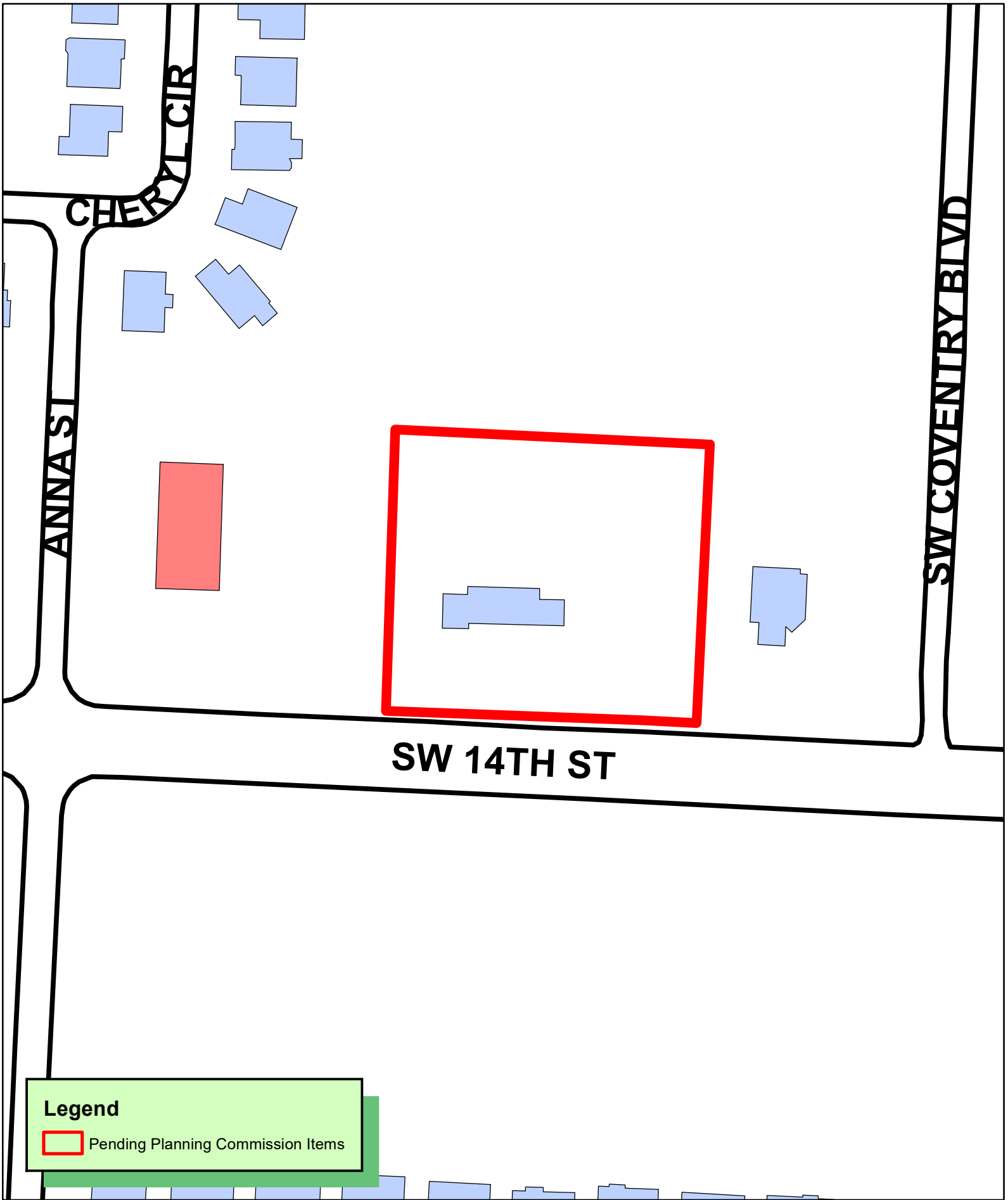
_____
Stephanie Orman, Mayor

ATTEST:

_____
Malorie Marrs, City Clerk

	Consent Agenda Item
	For the City Council meeting on February 24, 2026

Details



LS23-0035
LOT SPLIT
SKYLIGHT SUBDIVISION
LOT 1

PROPERTY LINE ADJUSTMENT FOR PARCEL 01-00934-000 CREATING SKYLIGHT SUBDIVISION LOT 1

PROPERTY LINE ADJUSTMENT IN PART OF THE $SW\frac{1}{4}$ $SW\frac{1}{4}$ OF SECTION 36, T-20-N, R-31-W, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS.

Parent Tract Property Description: (TRACT 7 OF W.D.: 2016-38498)

PART OF THE SW $\frac{1}{4}$ OF THE SW $\frac{1}{4}$ OF SECTION 36, TOWNSHIP 20 NORTH, RANGE 31 WEST, BENTON COUNTY, ARKANSAS, DESCRIBED AS BEGINNING 39.56 FEET NORTH AND NORTH 89°41'40" WEST 220.98 FEET FROM THE SE CORNER OF SAID SW $\frac{1}{4}$ OF THE SW $\frac{1}{4}$ ON THE NORTH RIGHT-OF-WAY LINE OF ARKANSAS STATE HIGHWAY #102; THENCE ALONG SAID RIGHT-OF-WAY LINE NORTH 89°41'40" WEST 255.55 FEET; THENCE LEAVING NORTH RIGHT-OF-WAY NORTH 00°28'21" WEST 250 FEET; THENCE SOUTH 89°41'40" EAST 259.19 FEET; THENCE SOUTH 00°21'43" WEST 249.98 FEET TO THE POINT OF BEGINNING.

LESS & EXCEPT:

PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 20 NORTH, RANGE 31 WEST, BENTON COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT BEING USED AS THE WEST $\frac{1}{16}$ CORNER OF SECTION 36; THENCE NORTH 02°28'23" EAST ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 36 A DISTANCE OF 45.77 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF ARKANSAS STATE HIGHWAY 102 AS ESTABLISHED BY AHTD JOB 9482; THENCE NORTH 87°16'27" WEST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 220.82 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUE NORTH 87°16'27" WEST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 255.59 FEET TO A POINT; THENCE NORTH 01°58'15" EAST A DISTANCE OF 18.54 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF ARKANSAS STATE HIGHWAY 102 AS ESTABLISHED BY AHTD JOB 090179; THENCE SOUTH 87°52'52" EAST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 210.85 FEET TO A POINT; THENCE SOUTH 02°44'28" WEST A DISTANCE OF 20.60 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.12 ACRES OR 5,073 SQUARE FEET MORE OR LESS AS SHOWN ON PLANS PREPARED BY THE AHTD REFERENCED AS JOB 090179.

ALSO LESS AND EXCEPT

PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 20 NORTH, RANGE 31 WEST, BENTON, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A POINT BEGIN USED AS THE WEST $\frac{1}{16}$ CORNER OF SECTION 36, THENCE NORTH 02°28' 23" EAST ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 36 A DISTANCE OF 45.77 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF ARKANSAS STATE HIGHWAY 102 AS ESTABLISHED BY AHTD JOB 9482; THENCE NORTH 87°15'27" WEST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 476.41 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUE NORTH 87°15'27" WEST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 3.10 FEET TO A POINT; THENCE NORTH 02°40'58" EAST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 18.51 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF ARKANSAS STATE HIGHWAY 102 AS ESTABLISHED BY AHTD JOB 090179; THENCE SOUTH 87°52'52" EAST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 2.87 FEET TO A POINT; THENCE SOUTH 01°58'15" WEST A DISTANCE OF 18.54 FEET TO THE POINT OF BEGINNING AND CONTAINING 55 SQUARE FEET MORE OR LESS AS SHOWN ON PLANS PREPARED BY THE AHTD REFERENCED AS JOB 090179.

Notes:

Based on scaled map location and graphic plotting only, the subject property is in Flood Zone X, which is an area determined to be outside the 0.2% Annual Chance Floodplain, according to Flood Insurance Rate Map, Benton County, Arkansas, Map Number 05007C0255K, map revised June 5, 2012.

Bearings are based on Arkansas State Plane Coordinates - North Zone, NAD83 (NSRS2011), per GPS observation.

Rights of way and Easements are shown hereon as per documents provided to the surveyor. Additional Rights of way and Easements recorded or not a part of the public record, may or may not exist that affect the subject property.

The locations of utilities as shown hereon are based on aboveground structures and record documents. Locations of underground utilities may vary from locations shown hereon. Additional buried utilities/structures may be encountered. No excavations were made during the progress of the survey to locate buried utilities/structures.

Before any work in the Right-of-Way commences, Contractor and/or owner is to contact the City of Bentonville Engineering and Transportation Departments and notify said departments on the intent and type of the work that will take place within the Right-of-Way. Work in Right-of-Way may require a separate permit.

Owner/Developer shall coordinate with all local utilities to ensure that each lot has water, sewer and electric service.

Sidewalks shall be the responsibility of the builder/owner at time of building permit issuance.

There may not be fences or any other structures built in any drainage easements.

There are no waivers, variances and/or conditional uses at the time of preparing this Plat.

We hereby grant to the City of Bentonville a blanket Avigation Easement over the entirety of this Property Line Adjustment pursuant to Municipal Code Section 401.12

All sidewalks shall be installed by the timeframes set forth in 900.08 of the Street Specifications.

TITLE POLICY

This survey references First National Title Company and First American Title Insurance Company File No. BEN01-010-12, Commitment Date: February 28, 2012, 08:18 am.

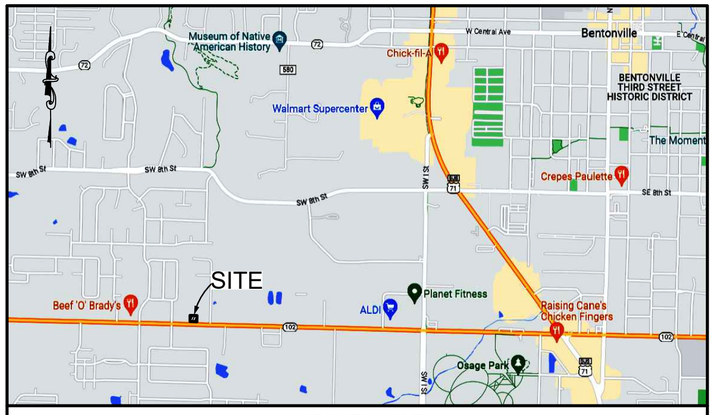
TITLE POLICY EXCEPTIONS: (File No. BEN01-010-12)

Right of Way grant in favor of Arkansas Western Gas Company, filed for record August 20, 1985 as Deed Book 639 at page 494, records of Benton County, Arkansas. Does affect as shown on survey.

Utility Deed Easement in favor of the City of Bentonville, Arkansas, filed for record February 24, 1995 as Instrument No. 95-11540, records of Benton County, Arkansas. Easement extinguished with new Arkansas Highway 102 right of way.

Right of Way Grant in favor of Arkansas Western Gaas Company, filed for record March 29, 2007 as Deed Book 2007 at page 12769, records of Benton County, Arkansas. Does affect, as shown on survey.

Utility Easement in favor of the City of Bentonville, Arkansas, filed for record March 30, 2007 as Deed Book 2007 at page 12886, records of Benton County, Arkansas. Does affect, as shown on survey.



VICINITY MAP

LOT 1 - Property Description:

Part of the $SW\frac{1}{4}$ $SW\frac{1}{4}$ of Section 36, T-20-N, R-31-W, City of Bentonville, Benton County, Arkansas, being more particularly described as follows:

Commencing at the Southeast corner of the said $SW\frac{1}{4}$ $SW\frac{1}{4}$; Thence N 02°27'31" E, a distance of 45.77 feet; Thence N 87°18'00" W, a distance of 220.82 feet; Thence N 02°43'17" E, a distance of 20.64 feet to a found $\frac{5}{8}$" rebar (PLS #1227) lying on the Northerly right of way line of Arkansas Highway 102 (AHTD #090179) and the Point of Beginning; Thence N 86°48'45" W along the Northerly right of way line of said Arkansas Highway 102, a distance of 45.02 feet to a found ARDOT monument; Thence N 87°56'59" W along the Northerly right of way line of said Arkansas Highway 102, a distance of 210.72 feet to a found $\frac{5}{8}$" rebar (PLS #1181); Thence N 01°53'55" E, a distance of 231.56 feet to a found $\frac{5}{8}$" rebar; Thence S 87°15'31" E, a distance of 259.11 feet to a found $\frac{1}{2}$" rebar; Thence S 02°44'22" W, a distance of 229.34 feet to the Point of Beginning, containing 1.36 Acres more or less.

Representative:
Allen "Jay" Young
Development Consultants Inc.
1 E Center ST
Fayetteville, AR 72701
(479) 263-3893

Owner/Developer:

Ultra Homes LLC
Bapuji Vakkalagadda
1801 SW Regional Airport
Boulevard #5
Bentonville AR 72712

Phone: (479) 366-6166

BUILDING 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.

Bentonville Atlas page 402.

LS23-0035

Certificate of Approval

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

Date of Execution: _____

Signed_____ Bentonville Planning Commission Chairman

Signed_____ Mayor City of Bentonville

Signed_____ City Clerk, City of Bentonville

Certificate of Ownership

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

Date of Execution: _____

Signed:_____
Name & Address

Signed:_____
Name & Address

Source of Title: Warranty Deed: No. L202243973,

Certificate of Surveying Accuracy

I, Allen Jay Young, hereby certify that this plat correctly represents a boundary survey made by me and boundary markers and lot corners shown hereon actually exist and their location, type and material are correctly shown and all minimum requirements of the Arkansas Minimum Standards for Land Surveyors have been met.

Date of Execution: _____

Signed:_____
Registered Land Surveyor
No. 1441
State of Arkansas

REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF ARKANSAS
NO. 1441
SIGNATURE
ALLEN J. YOUNG

CERTIFICATE OF AUTHORIZATION
DEVELOPMENT CONSULTANTS INC.
No.128
ARKANSAS-ENGINEER

DCI DEVELOPMENT CONSULTANTS INCORPORATED
1 EAST CENTER ST. SUITE 200 FAYETTEVILLE, AR 72701

COPYRIGHT: 2023

DATE: 06-01-2023

REVISIONS
2026.01.30 - ADDRESSED CITY COMMENTS AND UPDATED SITE PLAN
2026.02.09 - REVISED PER CITY COMMENTS

DEVELOPMENT CONSULTANTS INCORPORATED

PROJECT TITLE: PROPERTY LINE ADJUSTMENT FOR PARCEL 01-00934-000 CREATING SKYLIGHT SUBDIVISION LOT 1
BENTONVILLE, ARKANSAS

SHEET TITLE: INCIDENTAL SUBDIVISION

PROJECT NO: 23-130

SHEET NO: LS-1
1 OF 2

G:\2023 \23-130\Survey\23-130_LOT SPLIT.DWG

LEGEND

- FOUND MONUMENT
- COMPUTED POINT
- FIRE HYDRANT
- WATER VALVE
- POWER POLE
- GUY WIRE
- SIGN
- PROPERTY LINE
- OHE — OHE

EASEMENT LEGEND

- ACCESS EASEMENT
- DRAINAGE EASEMENT
- UTILITY EASEMENT

Owner/Developer:

Ultra Homes LLC
Bapuji Vakkalagadda
1801 SW Regional Airport
Boulevard #5
Bentonville AR 72712

Phone: (479) 366-6166

20 10 0 20 40

GRAPHIC SCALE 1" = 20'

FOUND 1/2" REBAR

S 02°52'44" W 28.51'

N:744556.59
E:653628.85

FOUND 5/8" REBAR

8" CONC. WALL

DUMPSTER

43.61'

S 89°41'40" E 259.19' (R)
S 87°15'31" E 259.11' (M)

WILL-MOORE SUBDIVISION PH 2
(PLAT #2007-966)
LOT 9
CONWAY REVOCABLE TRUST,
CHRISTOPHER E
PARCEL ID: 01-04652-001
ZONED: A-1

FOUND 1/2" REBAR

S 02°24'45" W 34.99'

FOUND 1/2" REBAR

N:744544.20
E:653887.67

WILL-MOORE SUBDIVISION PH 2
(PLAT #2007-966)
PT LOT 10
CONWAY REVOCABLE TRUST,
CHRISTOPHER E
PARCEL ID: 01-04652-111
ZONED: C-1

OHE

10.0'
U.E.

WILL-MOORE SUBDIVISION PH 2
(PLAT #2005-692)
LOT 7
HUDGINS, GENE & BERTHA
TRUSTEES
PARCEL ID: 01-04652-007
ZONED: C-2

N 00°28'21" E 250' [R]
N 00°21'43" E 231.46' (R)
N 01°53'55" E 231.56' (M)

145.55'

20.0'
U.E.

DRAINAGE ESMT.
DEDICATED PER THIS PLAT

S 02°02'40" W 145.03'

UTILITY ESMT.
DEDICATED PER THIS PLAT

LOT 1
± 1.36 ACRES

TRACT 7 OF W.D.: 2016-38498
PT SW¼ SW¼
SECTION 36, T-20-N, R-31-W
Q.D.: BK 2016, PG 38496
ULTRA HOMES LLC
PARCEL ID: 01-00934-000
± 1.36 ACRES
ZONED: C-1

UTILITY ESMT.
DEDICATED PER THIS PLAT

S 00°21'43" W 249.98' [R]
S 00°21'43" W 229.38' (R)
S 02°44'22" W 229.34' (M)

WILL-MOORE SUBDIVISION PH 2
(PLAT #2007-966)
PT LOT 10
CONWAY REVOCABLE TRUST,
CHRISTOPHER E
PARCEL ID: 01-04652-112
ZONED: C-1

N 87°56'59" W 43.22'

S 87°56'59" E 151.69'

26.00'

26.0'
A.E.

ACCESS ESMT.
DEDICATED PER THIS PLAT

C3

UTILITY EASEMENT L202437677

N 87°56'59" W 43.12'

N 87°56'59" W 151.62'

S 87°56'59" E 57.29'

UTILITY ESMT.
DEDICATED PER THIS PLAT

20.0'
U.E.

NORTHERLY RIGHT OF WAY
LINE PER AHTD #090179.

C2

26.00'

20' UTILITY EASEMENT (2005-692)

20.0'

39.50'

S 87°52'52" E 2.87'(R)
S 87°44'58" E 2.87'(M)

GAS REGULATOR

GAS SIGN

6.3'

15.0'

15' GAS EASEMENT (2007-12769)

20' UTILITY EASEMENT (2007-12887)

20.0'

L1

C1

FOUND 1/2" REBAR
(PLS #1181)

GAS EASEMENT (639-494)

N 87°52'52" W 210.85' (R)
N 87°56'59" W 210.72' (M)

LESS & EXCEPT
± 0.12 ACRES

19.20'

8.87'

FOUND
ARDOT
MONUMENT

N 87°03'05" W 45.00' (R)
N 86°48'45" W 45.02' (M)

4.4'

21.07'

P.O.B.
LOT 1
FOUND 1/2" REBAR
(PLS #1227)

15' GAS EASEMENT (2007-7570)

N 02°40'58" E 18.51'(R)
N 02°36'58" E 18.42'(M)

CONC. WALK

S 01°58'15" W 18.54'(R)
S 01°53'55" W 18.44'(M)

CONC.

CONC. WALK

N 02°44'28" E 20.60' (R)
N 02°43'17" E 20.64' (M)

N 87°15'27" W 3.10'(R)
N 87°15'25" W 3.10'(M)

LESS & EXCEPT
± 54.99 Sq. Ft.

48.5'

N 89°41'40" W 255.55'(R)
N 87°15'25" W 255.45'(M)

CONC. WALK

N 89°41'40" W 220.98' [R]
N 87°16'27" W 220.82' (R)
N 87°18'00" W 220.82' (M)

49.9'

P.O.B.
PARENT TRACT

SW 14TH STREET – AR HWY 102
R.O.W. VARIES - ARDOT #090179 & 9482
M.S.P. ARTERIAL R.O.W. = 90'

ASPHALT

ASPHALT

ASPHALT

NORTH 39.56' [R]
N 02°28'23" E 45.77' (R)
N 02°27'31" E 45.77' (M)

POC
SE CORNER
SW¼ SW ¼,
(W⅛ CORNER)
SECTION 36,
T-20-N, R-31-W

LINE	BEARING	DISTANCE
L1	N 87°56'59" W	9.46'

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	36.23'	28.00'	74°08'41"	S 54°58'41" W	33.76'
C2	62.31'	40.04'	89°09'37"	N 43°18'27" W	56.21'
C3	51.02'	66.00'	44°17'29"	S 65°48'14" E	49.76'

Bentonville Atlas page 402.

LS23-0035

DCI DEVELOPMENT CONSULTANTS INCORPORATED
1 HART CENTER RD.
SUITE 200
FAYETTEVILLE, AR 72701

COPYRIGHT: 2023
SCALE: 1" = 20'
DATE: 06-01-2023

REVISIONS
2306.01.30 - ADDRESSED CITY COMMENTS AND UPDATED SITE PLAN
2306.02.08 - REVISED PER CITY COMMENTS

PROJECT TITLE: INCIDENTAL SUBDIVISION
SHEET TITLE: PROPERTY LINE ADJUSTMENT FOR PARCEL 01-00934-000 CREATING SKYLIGHT SUBDIVISION LOT 1
BENTONVILLE, ARKANSAS
DEVELOPMENT CONSULTANTS INCORPORATED

PROJECT NO. 23-130

SHEET NO. LS-2
2 OF 2

G:\2023 \23-130\Survey\23-130_LOT SPLIT.DWG

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF PARCEL 01-00934-000 CREATING NEW LOT 1 OF SKYLIGHT SUBDIVISION TO THE CITY OF BENTONVILLE, ARKANSAS; AND FOR OTHER PURPOSES.
(PROJECT NUMBER: LS23-0035)

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the property line adjustment of PARCEL 01-00934-000 creating new LOT 1 OF SKYLIGHT SUBDIVISION to the City of Bentonville, Benton County, Arkansas was submitted to the Bentonville Planning Commission on February 17, 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 PARCEL 01-00934-000 creating new LOT 1 OF SKYLIGHT SUBDIVISION to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes;

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

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

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

PASSED AND APPROVED this_____ day of _____, 2026.

APPROVED:

_____
Stephanie Orman, Mayor

ATTEST:

_____
Malorie Marrs, City Clerk

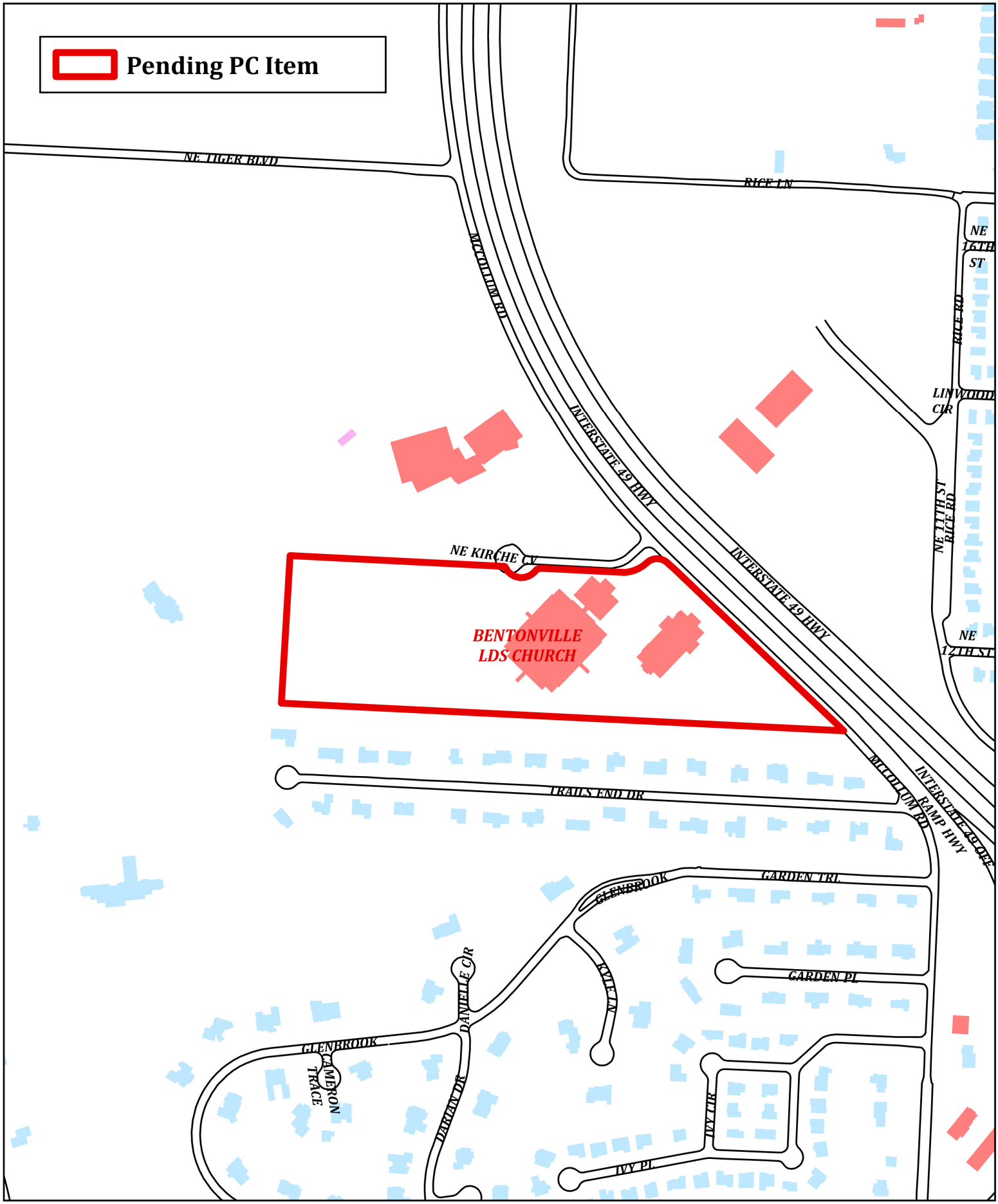
Consent Agenda Item

For the City Council meeting on February 24, 2026

Details

Lot Split: Lot 7 of the Tiarks Addition, Creating Lots 8 and 9 of the Tiarks Addition. 1101 McCollum Road, LS25-0039.

A Lot Split of Lot 7 of the Tiarks Addition, Creating Lots 8 and 9 of the Tiarks Addition. The plat is dedicating a variable width utility easement near the south side of Lots 8 and 9.



N
W E
S

LS25-0039
Creating Lot 8-9 Tiarks Addition
1105 McCollum Rd

LOT SPLIT OF LOT 7, TIARKS ADDITION, CREATING LOTS 8 AND 9 OF TIARKS ADDITION FOR THE CHURCH OF JESUS CHRIST OF LATTER DAY SAINTS

Church of Jesus Christ of Latter Day Saints
Contact Information:

Roy B. McDaniel
Project Manager
Church of Jesus Christ of La,er-Day Saints
50 E North Temple Room 225
Salt Lake City, UT. 84150-0022
801 718-6777 (cell)
email: mcdanielrb@churcho>esuschrist.org

PARENT PARCEL DESCRIPTION:
Lot 7, being formerly known as Lot 4 of the Property Line Adjustment of Lots 5, 6 and 7 (1, 2, and 4) of Tiarks Addition (P4-76) to the City of Bentonville, Benton County, Arkansas as shown on Plat Record 2005 at page 695, in the records of Benton County, Arkansas.

LOT 8 DESCRIPTION:
LOT 8, said Lot being a part of Lot 7, being formerly known as Lot 4 of the Property Line Adjustment of Lots 5, 6 and 7 (1, 2, and 4) of Tiarks Addition (P4-76) to the City of Bentonville, Benton County, Arkansas as shown on Plat Record 2005 at page 695, in the records of Benton County, Arkansas, and said part being more particularly described as follows: Beginning (POINT OF BEGINNING OF LOT 8 {P.O.B. LOT 8}) at a found iron pin, said pin accepted and used as the northwest corner of said Lot 7, thence along the north line of said Lot 7 the following 8 calls:

South 86 degrees 57 minutes 52 seconds East a distance of 724.86 feet to a point of curvature; thence along a curve to the left, an arc distance of 127.11 feet to a point of curvature, said curve having a radius of 60.00 feet and a chord bearing and distance of
South 82 degrees 27 minutes 59 seconds East, 104.64 feet;
thence leaving said curve, along another curve, an arc distance of 18.15 feet, said curve having a radius of 18.50 feet and a chord bearing and distance of
North 64 degrees 56 minutes 39 seconds East 17.43 feet;
thence leaving said curve South 86 degrees 57 minutes 52 seconds East a distance of 81.25 feet;
thence South 86 degrees 57 minutes 38 seconds East a distance of 168.65 feet to a point of curvature; thence along a curve to the left, an arc distance of 100.56 feet to a point of curvature, said curve having a radius of 125.00 feet and a chord bearing and distance of
North 69 degrees 59 minutes 32 seconds East 97.87 feet; thence leaving said curve and said north line, along a curve to the right an arc distance of 75.83 feet to the west right of way line of McCollum Road, said curve having a radius of 50.00 feet and a chord bearing and distance of
South 89 degrees 36 minutes 52 seconds East 68.77 feet; thence leaving said curve, along said west right of way line South 46 degrees 10 minutes 00 seconds East a distance of 106.98 feet; thence leaving said west right of way line, South 43 degrees 46 minutes 35 seconds West a distance of 343.78 feet;
thence South 46 degrees 03 minutes 54 seconds East a distance of 51.14 feet;
thence South 43 degrees 46 minutes 35 seconds West a distance of 126.19 feet;
thence South 46 degrees 10 minutes 41 seconds East a distance of 43.76 feet;
thence South 43 degrees 49 minutes 19 seconds West a distance of 10.28 feet;
thence South 02 degrees 41 minutes 01 seconds West a distance of 46.38 feet to the south line of said Lot 7; thence along said south line the following 3 courses:
North 87 degrees 18 minutes 59 seconds West a distance of 275.94 feet;
North 87 degrees 21 minutes 58 seconds West a distance of 304.97 feet;
North 87 degrees 08 minutes 27 seconds West a distance of 534.51 feet to the southwest corner of said Lot 7; thence leaving said south line, to and along the west line of said Lot 7,
North 03 degrees 31 minutes 48 seconds East a distance of 506.24 feet to the POINT OF BEGINNING OF LOT 8 (P.O.B. LOT 8), containing 606,065 square feet, 13.91 acres, as surveyed. And being subject to any easements, rights of way, covenants and restrictions of record.

LOT 9 DESCRIPTION:
LOT 9, said Lot being a part of Lot 7, being formerly known as Lot 4 of the Property Line Adjustment of Lots 5, 6 and 7 (1, 2, and 4) of Tiarks Addition (P4-76) to the City of Bentonville, Benton County, Arkansas as shown on Plat Record 2005 at page 695, in the records of Benton County, Arkansas, and said part being more particularly described as follows: Commencing (POINT OF COMMENCEMENT OF LOT 9 {P.O.C. OF LOT 9}) at a found iron pin, said pin accepted and used as the northwest corner of said Lot 7,
thence along the west line of said Lot 7
South 03 degrees 31 minutes 48 seconds West a distance of 506.24 feet
to the southwest corner of said Lot 7; thence leaving said west line, to and along the south line of said Lot 7 the following 3 courses:
South 87 degrees 08 minutes 27 seconds East a distance of 534.51 feet;
South 87 degrees 21 minutes 58 seconds East a distance of 304.97 feet;
South 87 degrees 18 minutes 59 seconds East a distance of 275.94 feet to the
POINT OF BEGINNING OF LOT 9 (P.O.B. LOT 9);
thence leaving said south line
North 02 degrees 41 minutes 01 seconds East a distance of 46.38 feet;
thence North 43 degrees 49 minutes 19 seconds East a distance of 10.28 feet;
thence North 46 degrees 10 minutes 41 seconds West a distance of 43.76 feet;
thence North 43 degrees 46 minutes 35 seconds East a distance of 126.19 feet;
thence North 46 degrees 03 minutes 54 seconds West a distance of 51.14 feet;
thence North 43 degrees 46 minutes 35 seconds East a distance of 343.78 feet
to the west right of way line of McCollum Road;
thence along said west right of way the following 2 courses:
South 46 degrees 10 minutes 00 seconds East a distance of 618.35 feet;
South 42 degrees 57 minutes 54 seconds East a distance of 91.46 feet to the southeast corner of said Lot 7; thence leaving said west right of way line, to and along the south line of said Lot 7
North 87 degrees 18 minutes 59 seconds West a distance of 775.26 feet to the
POINT OF BEGINNING OF LOT 9 (P.O.B. LOT 9), containing 205,111 square feet, 4.71 acres, as surveyed. And being subject to any easements, rights of way, covenants and restrictions of record.

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 : _____
Authorized Representative of
The Church of Jesus Christ of Latter Day Saints.

SOURCE OF TITLE: BENTON COUNTY DOCUMENT 2002-21568

ACKNOWLEDEGMENT:

STATE OF ARKANSAS COUNTY OF _____

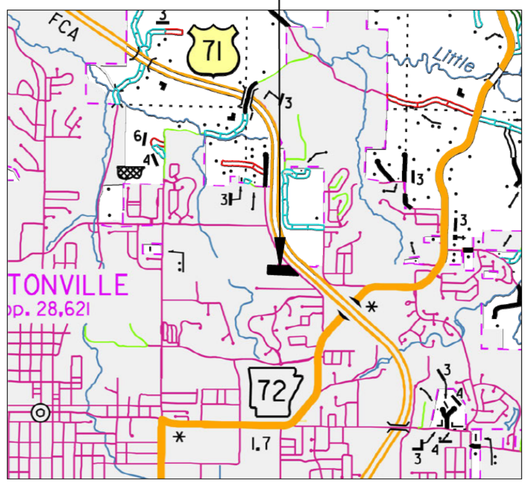
BE IT REMEMBERED THAT ON THIS DAY COME BEFORE ME, A NOTARY PUBLIC, WITHIN AND FOR SAID COUNTY AND STATE, _____, KNOWN TO ME TO BE THE PERSON(S) WHOSE NAME(S) IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT HE HAD EXECUTED THE SAME AS HIS/HER FREE AND VOLUNTARY ACT AND DEED FOR THE PURPOSES AND CONSIDERATIONS THEREIN MENTIONED AND WAS DULY AUTHORIZED TO DO SO BY RESOLUTION OF THE BOARD OF DIRECTORS OF SAID CORPORATION.

WITNESS MY HAND AND SEAL AS SUCH NOTARY PUBLIC THIS _____ DAY OF _____ _____.

MY COMMISSION EXPIRES:

_____
NOTARY PUBLIC

PROJECT LOCATION



VICINITY MAP (NOT TO SCALE)

ADJOINER TABLE

ADJOINER 1
BENTON COUNTY TAX PARCEL – 01-09837-000
OWNER: GRACE POINT CHURCH OF NORTHWEST ARKANSAS
OWNER ADDRESS: 1201 MCCOLLUM RD
BENTONVILLE, AR 72712-9187
LOT 5, TIARKS ADDITION, PLAT P4-76
LOT 5, TIARKS ADDITION, PLAT 2005-695
ZONE A-1

ADJOINER 2
BENTON COUNTY TAX PARCEL – 18-07552-000
OWNER: ARKANSAS STATE HIGH COMMISSION
OWNER ADDRESS: P.O. BOX 2261,
LITTLE ROCK, AR. 72203-2261

ADJOINER 3
BENTON COUNTY TAX PARCEL 18-07673-000
OWNER: ARKANSAS STATE HIGH COMMISSION
OWNER ADDRESS: P.O. BOX 2261,
LITTLE ROCK, AR. 72203-2261

ADJOINER 4
BENTON COUNTY TAX PARCEL 01-04458-000
OWNER: COOKSEY, BRITTANY
OWNER ADDRESS: 2705 TRAILS END DR
BENTONVILLE, AR 72712-3813
PT. LOT 30, TOWN AND COUNTRY ESTATES,
PLAT O-58
ZONE R-1

ADJOINER 5
BENTON COUNTY TAX PARCEL 01-04457-000
OWNER: SANFORD, JEFFREY & RACHELLE
OWNER ADDRESS: 2703 NE TRAILS END DR
BENTONVILLE, AR 72712-3813
PT. LOT 29, TOWN AND COUNTRY ESTATES,
PLAT O-58
ZONE R-1

ADJOINER 6
BENTON COUNTY TAX PARCEL 01-04456-000
OWNER: PERKINS, TONY L & CYNTHIA R
OWNER ADDRESS: 2701 TRAILS END DRIVE
BENTONVILLE, AR 72712-3813
PT. LOT 28, TOWN AND COUNTRY ESTATES,
PLAT O-58
ZONE R-1

ADJOINER 7
BENTON COUNTY TAX PARCEL 01-04455-000
OWNER: HOLLIDAY, JAMES A & CONNIE
OWNER ADDRESS: 2603 TRAILS END DR
BENTONVILLE, AR 72712-3812
PT. LOT 27, TOWN AND COUNTRY ESTATES,
PLAT O-58
ZONE R-1

ADJOINER 8
BENTON COUNTY TAX PARCEL 01-04454-000
OWNER: BEVER, KURT A & JANE E
OWNER ADDRESS: 2601 TRAILS END DR
BENTONVILLE, AR 72712-3812
PT. LOT 26, TOWN AND COUNTRY ESTATES,
PLAT O-58
ZONE R-1

ADJOINER 9
BENTON COUNTY TAX PARCEL 01-04453-000
OWNER: HUTCHESON LIVING TRUST, BRENDA KAY
OWNER ADDRESS: 2505 TRAILS END DR
BENTONVILLE, AR 72712-3811
PT. LOT 25, TOWN AND COUNTRY ESTATES,
PLAT O-58
ZONE R-1

ADJOINER 10
BENTON COUNTY TAX PARCEL 01-04452-000
OWNER: LANDOWSKI, NICK A & VICKIE L
OWNER ADDRESS: 2503 TRAILS END DR
BENTONVILLE, AR 72712-3811
PT. LOT 24, TOWN AND COUNTRY ESTATES,
PLAT O-58
ZONE R-1

ADJOINER 11
BENTON COUNTY TAX PARCEL 01-04451-000
OWNER: WEGNER, ERIC VON & HEATHER
OWNES: ELIZABETH
OWNER ADDRESS: 2501 TRAILS END DR
BENTONVILLE, AR 72712-3811
PT. LOT 23, TOWN AND COUNTRY ESTATES,
PLAT O-58
ZONE R-1

ADJOINER 12
BENTON COUNTY TAX PARCEL 01-04450-000
OWNER: POWER, MICHAEL & JENNIFER L
OWNER ADDRESS: 2403 TRAILS END DR
BENTONVILLE, AR 72712-3810
PT. LOT 22, TOWN AND COUNTRY ESTATES,
PLAT O-58
ZONE R-1

ADJOINER 13
BENTON COUNTY TAX PARCEL 01-04449-000
OWNER: CRAIG, BENJAMIN
OWNER ADDRESS: 2401 TRAIL ENDS DR
BENTONVILLE, AR 72712-3810
PT. LOT 21, TOWN AND COUNTRY ESTATES,
PLAT O-58
ZONE R-1

ADJOINER 14
BENTON COUNTY TAX PARCEL 01-04448-000
OWNER: JOHNSON, GARRET T & ERIN C
OWNER ADDRESS: 2303 TRAILS END DR
BENTONVILLE, AR 72712-3809
PT. LOT 20, TOWN AND COUNTRY ESTATES,
PLAT O-58
ZONE R-1

ADJOINER 15
BENTON COUNTY TAX PARCEL 01-04447-000
OWNER: JONES, SARA K.
OWNER ADDRESS: 2301 TRAILS END DR
BENTONVILLE, AR 72712-3809
PT. LOT 19, TOWN AND COUNTRY ESTATES,
PLAT O-58
ZONE R-1

ADJOINER 16
BENTON COUNTY TAX PARCEL 01-04446-000
OWNER: BELL, OWEN T & AMY
OWNER ADDRESS: 2205 TRAILS END DR
BENTONVILLE, AR 72712-3808
PT. LOT 18, TOWN AND COUNTRY ESTATES,
PLAT O-58
ZONE R-1

ADJOINER 17
BENTON COUNTY TAX PARCEL 01-04445-000
OWNER: SHIPMAN, L ALAN & KIMBERLY D
OWNER ADDRESS: 2203 TRAILS END DR
BENTONVILLE, AR 72712-3808
PT. LOT 34, TOWN AND COUNTRY ESTATES,
PLAT P4-230
ZONE R-1

ADJOINER 18
BENTON COUNTY TAX PARCEL 01-09838-000
OWNER: REDFIELD FAMILY TRUST, CHARLES R & SUSAN K
OWNER ADDRESS: 2400 NE KIRCHE COVE
BENTONVILLE, AR 72712-4274
PT LOT 6, TIARKS ADDITION, PLAT P4-76,
PT LOT 6, TIARKS ADDITION, PLAT 2005-695
ZONE R-1

ADJOINER 19
BENTON COUNTY TAX PARCEL 01-09838-001
OWNER: REDFIELD FAMILY TRUST, CHARLES R & SUSAN K
OWNER ADDRESS: 2400 NE KIRCHE COVE
BENTONVILLE, AR 72712-4274
PT LOT 6, TIARKS ADDITION, PLAT P4-76,
PT LOT 6, TIARKS ADDITION, PLAT 2005-695
ZONE R-1

NOTES:

1) PROPERTY OWNER: CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS
50 E NORTH TEMPLE ROOM 225
SALT LAKE CITY, UT. 84150-0022
2) PROPERTY ADDRESSES: MEETING HOUSE: 1101 MCCOLLUM ROAD,
BENTONVILLE, AR. 72712
TEMPLE: 1105 MCCOLLUM ROAD,
BENTONVILLE, AR. 72712
3) WARRANTY DEED REFERENCE FOR THIS PROPERTY: WARRANTY DEED DOCUMENT 2002-31568
4) BASIS OF BEARING: ARKANSAS STATE PLANE COORDINATE SYSTEM, NORTH ZONE.
COORDINATES ARE SHOWN AT SPECIFIC CORNERS.
FOUND IRON PIN AS SOUTHWEST CORNER OF TRACT 7:
N= 753633.195'
E = 668874.135'
CONVERGENCE ANGLE: -1°16'19.29"
5) THIS PROPERTY IS NOT WITHIN FLOOD ZONE A OR AE AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) #05007C0095K.
6) ACREAGE SUMMARY: 18.62 ACRES.
7) THIS PROPERTY IS CURRENTLY ZONED: R-1 SINGLE FAMILY RESIDENTIAL
8) SETBACKS SHALL BE PER THE CURRENT ZONING DISTRICT AS STATED IN THE MOST RECENT CITY OF BENTONVILLE ZONING CODE. FOR MORE INFORMATION VISIT HTTP://WWW.BENTVONVILLEPLANNING.COM OR CALL THE PLANNING DEPARTMENT 479-271-3122.
9) ADJOINING LANDOWNER INFORMATION OBTAINED FROM AVAILABLE ON-LINE RECORDS AT THE BENTON COUNTY TAX ASSESSOR OFFICE.
10) AS OF THE DATE OF THIS SURVEY NO EARTH MOVING EQUIPMENT, BUILDING CONSTRUCTION OR BUILDING ADDITIONS WERE OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.
11) AS OF THE DATE OF THIS SURVEY, THE SURVEYOR IS NOT AWARE OF ANY CHANGES OR PROPOSED CHANGES IN THE STREET RIGHT OF WAY LINES.
12) ALL EASEMENTS SHOWN ON THIS SURVEY WERE SUPPLIED BY THE TITLE COMPANY.
13) THE FOLLOWING SURVEY PLATS WERE REVIEWED AS PART OF THIS SURVEY: PLAT DOCUMENT P4-76, PLAT DOCUMENT 2002-562, PLAT DOCUMENT 2005-695, PLAT DOCUMENT P4-230, PLAT RECORD BOOK O PAGE 58 (TOWN AND COUNTY ESTATES).
14) ORANGE PLASTIC CAPS EMBOSSED "PLS 1214" WERE PLACED ON ALL SET IRON PINS.
15) THERE ARE NO WAIVERS, VARIANCES, AND/OR CONDITIONAL USES AT THE TIME OF PREPARING THIS PLAT.
16) WE HEREBY GRANT THE CITY OF BENTONVILLE A BLANKET AVIGATION EASEMENT OVER THE ENTIRETY OF THIS LOT SPLIT PURSUANT TO MUNICIPAL CODE SECTION 401.12.
17) 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.
18) BEFORE ANY WORK IN THE RIGHT OF WAY COMMENCES , CONTRACTOR AND/OR OWNER IS TO OBTAIN A RIGHT-OF-WAY PERMIT FROM THE CITY OF BENTONVILLE TRANSPORTATION DEPARTMENT.
19) OWNER/DEVELOPER SHALL COORDINATE WITH ALL LOCAL UTILITIES TO ENSURE THAT EACH LOT HAS WATER, SEWER AND ELECTRIC SERVICE.
20) SIDEWALKS SHALL BE THE RESPONSIBILITY OF THE BUILDER/OWNER AT THE TIME OF BUILDING PERMIT ISSUANCE.
21) ALL SIDEWALKS SHALL BE INSTALLED BY THE TIMEFRAMES SET FORTH IN 900.08 OF STREET SPECIFICATIONS.
22) THERE MAY NOT BE FENCES OR ANY OTHER STRUCTURES BUILT IN ANY DRAINAGE EASEMENTS.
23) ACCORDING TO THE UNITED STATES FISH AND WILDLIFE SERVICE HTTPS://FWSPRIMARY.WIM.USGS.GOV/WETLANDS/APPS/WETLANDS-MAPPER A PORTION OF LOT 8 AND LOT 9 IS WITHIN THE NATIONAL WETLANDS INVENTORY AS PUBHX, (FRESHWATER POND).
NOTE: (A REVIEW OF HISTORIC, (FEB. 2001) GOOGLE EARTH SHOWS AN APPARENT POND SOUTH OF THE CURRENT INTERSECTION OF MCCOLLUM DRIVE AND NE KIRCHE COVE.)

CERTIFICATE OF APPROVAL:

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

DATE OF EXECUTION: _____

SIGNED: _____
BENTONVILLE PLANNING COMMISSION CHAIRMAN

SIGNED: _____
MAYOR CITY OF BENTONVILLE

SIGNED: _____
CITY CLERK, CITY OF BENTONVILLE

CERTIFICATE OF SURVEYING ACCURACY

I, Paul Walla, hereby certify that this plat correctly represents a boundary survey made by me and the boundary markers and lot corners shown hereon actually exist and their locations, type and materials are correctly shown on all requirements for standard of practice for land surveyors have been met.

REGISTERED
STATE OF
[redacted]
2-09-2026
PAUL J. WALLA
PROFESSIONAL LAND SURVEYOR

_____ ebruary 09, 2026
Paul Walla
ARK PS # 1214

STATE PLAT CODE: 500-20N-30W-0-28-400-04-1214

McCLELLAND CONSULTING ENGINEERS, INC.
DESIGNED TO SERVE
1580 E. STEARNS ST.
FAYETTEVILLE, AR 72703
(479) 443-2377
HTTP://WWW.MCE.US.COM

CHURCH OF JESUS CHRIST OF LATTER DAY SAINTS
1101 AND 1105 MCCOLLUM ROAD
BENTONVILLE, ARKANSAS

©2026

REVISIONS		
REV	DATE	DESCRIPTION
1	1/2/2026	ADDRESSED CITY OF BENTONVILLE PROJECT REVIEW COMMENTS
2	2/6/2026	ADDRESSED CITY OF BENTONVILLE PROJECT REVIEW COMMENTS

LOT SPLIT SURVEY

PROJ. MANAGER:	DRAWN BY:
PW	CD
DATE:	REVISION:
2-2026	2
SCALE:	PROJ. NUMBER:
AS NOTED	252722

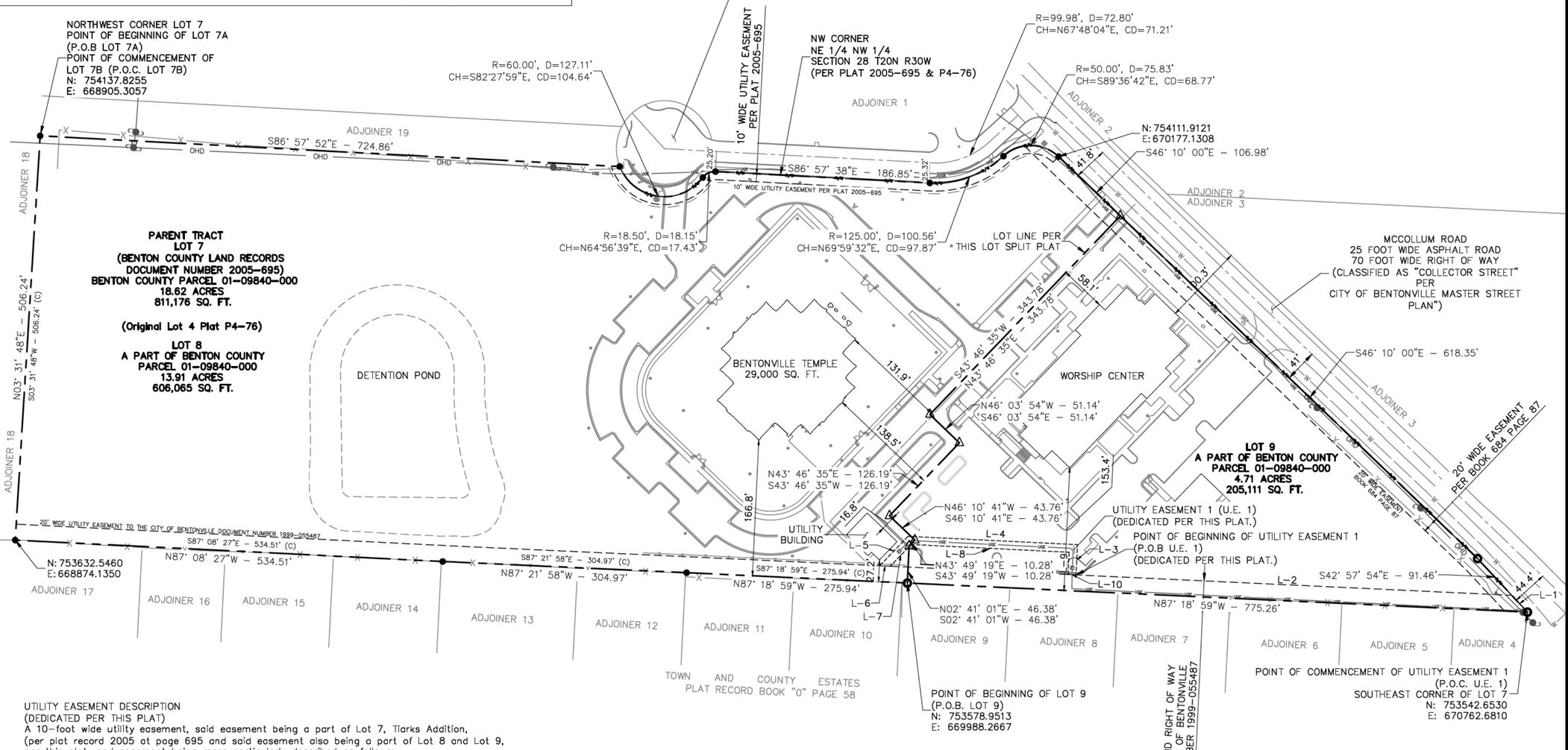
LS25-0039

W:\2025\0- SURVEY JOBS\25-2722 BENTONVILLE, AR - LATTER DAY SAINTS TRACT SPLIT\SURVEY\REV 2\252722 LOT SPLIT REV 2.DWG

LEGEND

PROPERTY LINE	POWER POLE
EASEMENT LINE	GUY WIRE WITH ANCHOR
UNDERGROUND ELEC.	GAS METER
WATER LINE	STREET LIGHT POLE
UNDERGROUND CABLE	TELEPHONE PEDESTAL
OVERHEAD ELECTRIC	POST (AS NOTED)
FENCE	BENCHMARK
ROAD CENTERLINE	FOUND IRON PIN (AS NOTED)
DITCH FLOWLINE	SET 1/2" DIAMETER IRON PIN
RIGHT OF WAY LINE	SET MAGNETIC NAIL/PK NAIL
	TREE
	(C) COMMENCEMENT BEARING
	WATER VALVE
	WATER FAUCET
	FIRE HYDRANT
	WATER METER
	WATER VALVE

50 0 100 200
SCALE 1" = 100'



UTILITY EASEMENT DESCRIPTION
(DEDICATED PER THIS PLAT)
A 10-foot wide utility easement, said easement being a part of Lot 7, Tlarks Addition,
(per plat record 2005 at page 695 and said easement also being a part of Lot 8 and Lot 9,
per this plat, and easement being more particularly described as follows:
Commencing (POINT OF COMMENCEMENT FOR UTILITY EASEMENT 1, P.O.C. U.E. 1)
at the southeast corner of said Lot 7;
thence North 42 degrees 57 minutes 54 seconds West a distance of 28.61 feet
to the north line of a 20 foot wide utility easement; thence along said north line
North 87 degrees 18 minutes 59 seconds West a distance of 544.76 feet to the
POINT OF BEGINNING OF UTILITY EASEMENT 1 (P.O.B. U.E. 1);
thence leaving said north line North 02 degrees 41 minutes 01 seconds East a distance of 37.82 feet;
thence North 87 degrees 10 minutes 22 seconds West a distance of 211.93 feet;
thence South 43 degrees 52 minutes 52 seconds West a distance of 50.97 feet
to the north line of a 20 foot wide utility easement; thence along said north line
South 87 degrees 18 minutes 59 seconds East a distance of 13.29 feet;
thence leaving said north line
North 43 degrees 52 minutes 52 seconds East a distance of 37.67 feet;
thence South 87 degrees 10 minutes 22 seconds East a distance of 197.40 feet;
thence South 02 degrees 41 minutes 01 seconds West a distance of 27.85 feet
to the north line of a 20 foot wide utility easement; thence along said north line
South 87 degrees 18 minutes 59 seconds East a distance of 10.00 feet to the
POINT OF BEGINNING OF UTILITY EASEMENT 1 (P.O.B. U.E. 1),
with said easement containing 2,818 square feet or 0.06 acres.

LINE TABLE CHART		
LINE#	BEARING	DISTANCE
L-1	N 42° 57' 54" W	28.61 feet
L-2	N 87° 18' 59" W	544.76 feet
L-3	N 02° 41' 01" E	37.82 feet
L-4	N 87° 10' 22" W	211.93 feet
L-5	S 43° 52' 52" W	50.97 feet
L-6	S 87° 18' 59" E	13.29 feet
L-7	N 43° 52' 52" E	37.67 feet
L-8	S 87° 10' 22" E	197.40 feet
L-9	S 02° 41' 01" W	27.85 feet
L-10	S 87° 18' 59" E	10.00 feet

STATE PLAT CODE: 500-20N-30W-0-28-400-04-1214

McCLELLAND CONSULTING ENGINEERS, INC.
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CHURCH OF JESUS CHRIST OF LATTER DAY SAINTS
1101 AND 1105 MCCOLLUM ROAD
BENTONVILLE, ARKANSAS

©2026

REVISIONS			
REV	DATE	DESCRIPTION	
1	1/2/2026	ADDRESSED CITY OF BENTONVILLE PROJECT REVIEW COMMENTS	
2	2/6/2026	ADDRESSED CITY OF BENTONVILLE PROJECT REVIEW COMMENTS	

LOT SPLIT SURVEY

PROJ. MANAGER: PW	DRAWN BY: CD
DATE: 2-2026	REVISION: 2
SCALE: AS NOTED	PROJ. NUMBER: 252722

LS25-0039

W:\2025\0- SURVEY JOBS\25-2722 BENTONVILLE, AR - LATTER DAY SAINTS TRACT SPLIT\SURVEY\REV 2\252722 LOT SPLIT REV 2.DWG

ORDINANCE NO._____

AN ORDINANCE ACCEPTING A LOT SPLIT OF LOT 7 OF TIARKS ADDITION CREATING NEW LOTS 8 AND 9 OF TIARKS ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS; AND FOR OTHER PURPOSES.
(PROJECT NUMBER: LS25-0039)

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the lot split of LOT 7 OF TIARKS ADDITION creating new LOTS 8 AND 9 OF TIARKS ADDITION to the City of Bentonville, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on February 17, 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 LOT 7 OF TIARKS ADDITION creating new LOTS 8 AND 9 OF TIARKS 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:

ATTEST:

_____
Stephanie Orman, Mayor

_____
Malorie Marrs, City Clerk

Rezoning - Faciszewski

401 North Main Street

PC Date: 2/17/2026

Staff Report Details

Project Number	(RZ25-0051)
Applicant / Current Owner	Sonia & Jared Faciszewski
Site Area	0.32 Acres
Current Zoning	R-1, Low Density Single Family Residential
Requested Zoning	DN-4, Downtown Mixed-Use Residential
Current Future Land Use Map Designation	Urban Neighborhood
Requested Future Land Use Map Designation	N/A
Development Type / Use	None at this time
Related projects	RDEMO22-0090

Property Description

The subject property is located at 401 North Main. The property is presently zoned R-1, Low Density Single Family Residential with a future land use map designation of Urban Neighborhood.The property has direct access to North Main, a Downtown Collector per the Master Street Plan. Surrounding districts include R-1, Low Density Single Family Residential, and D-E, Downtown Edge. The land use designations of the properties that directly surround the subject property include Urban Neighborhood, Outdoor Recreation and Entertainment, and Walkable Neighborhood.

Project Details

The applicant has requested a rezoning of the property from R-1, Low Density Single Family Residential to DN-4, Downtown Mixed-Use Residential, which keeps the property in compliance with the Zoning Alignment Policy under standard review. The neighbors directly south of the subject property recently redeveloped their property to a commercial use; because the applicant's property is currently zoned residential, this requires the southern neighbors to provide a Type A screen type per Section 1400.09 of the Land Development Code. The applicant writes that they are seeking to rezone so that their neighbors do not have to incur additional development costs. The applicant states that changing their zoning will save them development expenses.

Relationship to the Community Plan

The subject property is designated as Urban Neighborhood on the Future Land Use Map and is surrounded by Urban Neighborhood and the property directly east is Outdoor Recreation and Entertainment, Compton Gardens. Rezoning the property to DN-4 would bring this property into alignment with the Future Land Use Map under standard review. The Community Plan defines Urban Neighborhood as being made up of multi-family buildings and townhomes but with some single-family and smaller commercial uses mixed in. A rezone to DN-4 would support the goals of the Urban Neighborhood place type which includes providing considerable housing in a relatively small footprint and support walking and biking as viable transportation alternatives.

Public Comment

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

Analysis / Waivers

The applicant has requested a rezoning of the property from R-1, Low Density Single Family Residential to DN-4, Downtown Mixed-Use Residential, which keeps the property in compliance with the Zoning Alignment Policy under standard review. The neighbors directly south of the subject property recently redeveloped their property to a commercial use; because the applicant's property is currently zoned residential, this requires the southern neighbors to provide a Type A screen type per Section 1400.09 of the Land Development Code. The applicant writes that they are seeking to rezone so that their neighbors do not have to incur additional development costs. The applicant states that changing their zoning will save them development expenses.

The surrounding properties are designated as Urban Neighborhood and Outdoor Recreation and Entertainment under the Future Land Use Map and have zoning classifications of R-1, Low Density Single Family Residential and D-E, Downtown Edge.

Consistency

The proposed DN-4 zoning district and 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-4 zone would translate to T5.1 in the Urban Neighborhood place type. A T5.1 zone would also be consistent with the future land use plan as it is meant for walkable areas with a mix of shops, restaurants, and other non-residential uses, along with multi-family housing and townhomes based on the most recent draft from 1/31)

Impact

The impact of this rezone on the community, if developed under the proposed DN-4 zone, is the opportunity to develop this property for housing, commercial, or mixed-use while enriching the surrounding area.

Compatibility

Surrounding properties are designated as Urban Neighborhood and Outdoor Recreation and Entertainment under the Future Land Use Map and have zoning classifications of R-1, Low Density Single Family Residential and D-E, Downtown Edge. This would not be the first rezone in this area. Some of the rezones include properties directly east and north of the subject property, which were rezoned from R-1, Low Density Single Family Residential to DN-4, Downtown Mixed-Use Residential, DN-3, Downtown High Density Residential, and DN-2, Downtown Medium Density Residential. The subject property is less than

Analysis / Waivers

200 feet from a Downtown Collector

Intensity
The subject property is located within the Urban Neighborhood place type, which includes the city's higher intensity zoning types. A DN-4 zoning district allows for single-family, two-family, townhouses, multi-family, and mixed-use structures.

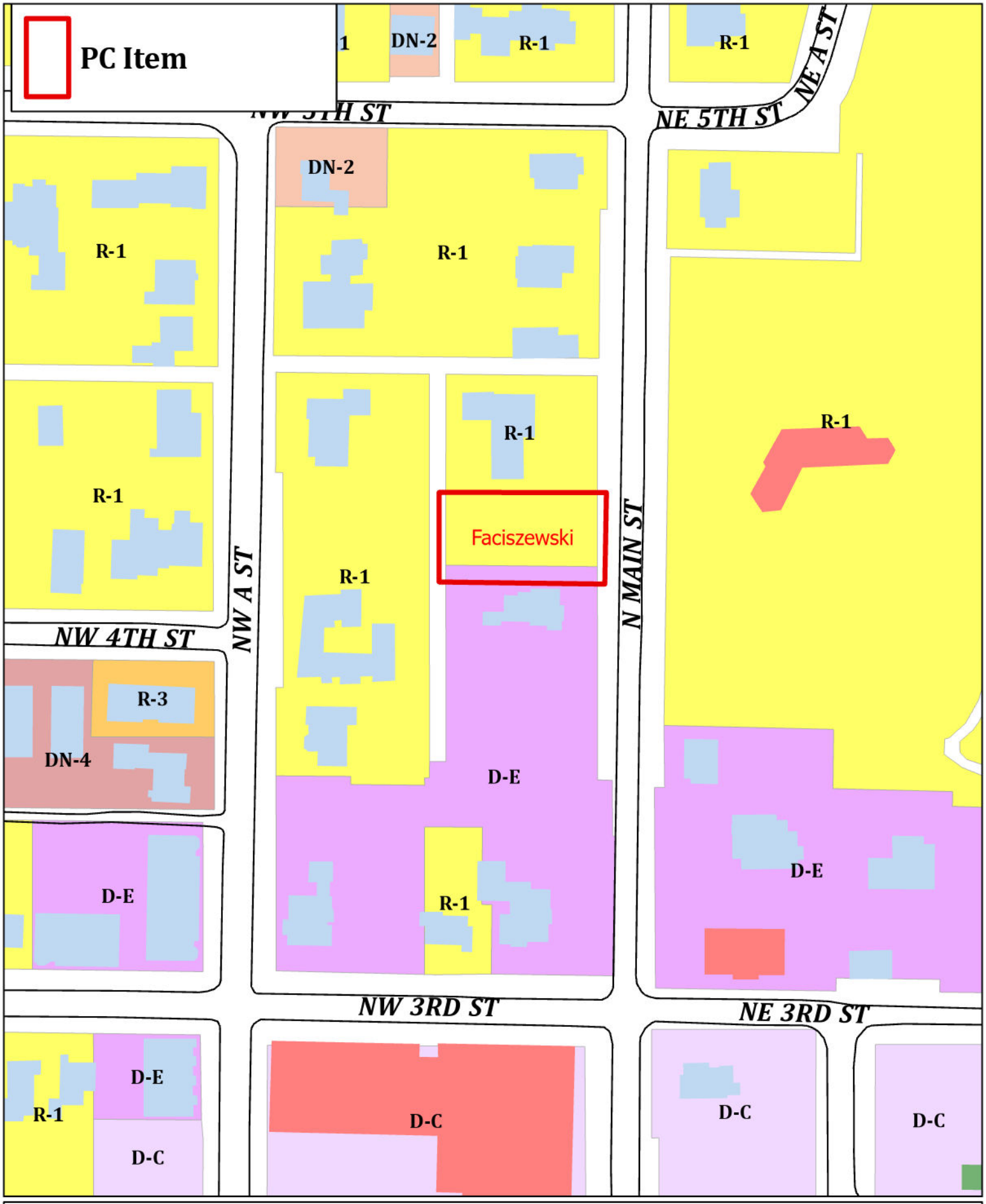
Orderly Transition
This rezone request supports an orderly transition of land use by creating a buffer between our Downtown Edge district and Low Density Single Family Residential district. It allows for thoughtful development that aligns with the City's growth while maintaining visual and social cohesion.

Conclusion

Staff recommends approval as the application is consistent with the goals of the community plan and alignment policy.

Additional Details

Sewer / Water Department Comments: *Rezone matches the 2025 Future Land Use Map for a standard review. Please note that any future development will need to look at downstream sewer capacity before anything will be approved.*



RZ25-0051
Faciszewski
401 N MAIN ST

Narrative - Rezoning

Address: 401 N Main Street, Bentonville, Arkansas 72712

Parcel Number: 01-02095-000

Currently Zoned: R-1

Proposed New Zoning: DN-4

The home that was on this lot was demolished in 2022. City Water and Sewer available on property already.

We are rezoning at the request of our neighbors who have chosen a commercial use which will require them to incur additional development costs with our current zoning. Changing our zoning will save them development expense.

NOTICE OF INTENT TO REZONE

Sonia Facieszewski has requested the Bentonville Planning Commission to set a public hearing date to consider rezoning the following property from R-1, Low Density Single-Family Residential to DN-4, Downtown Mixed-Use Residential

The legal description of the property is as follows:
See attached description

The common description of the property is: 401 N Main St, Bentonville, AR 72712

The public hearing will be held February 17th, 20 26 at 5:00 p.m. It will be held at 305 S.W. "A" Street.

This notification is in response to the requirement that all property owners within 200 feet of said property must be notified. If you wish to express any comments about the requested rezoning, you may respond by the following methods:

1. Attend the public hearing and express your views.
2. Express your opinion in writing to the Planning Commission. You may mail this or deliver it to the City of Bentonville Planning Department, 305 SW A Street, Bentonville, AR 72712.
3. Use the bottom of this form to express your opinion by checking the appropriate box. (This may also be delivered or mailed to the above address.)

For more information, you may call the Planning Department at (479)271-3122.

I/We have received notice of the public hearing for the rezoning of the above described property and:

☒ I/We have no objections to the rezoning.

☐ I/We object to the rezoning because:

[redacted] 602 N. Main St Bentonville
Signature and Physical Address

[redacted] 602 N Main Bentonville, AR
Signature and Physical Address

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-4, DOWNTOWN MIXED-USE RESIDENTIAL; AND FOR OTHER PURPOSES.
(PROJECT NUMBER: RZ25-0051)

WHEREAS, Jared and Sonia Faciszewski 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-4, DOWNTOWN MIXED-USE RESIDENTIAL to be used in accordance with city zoning laws and state laws, which property is described as follows:

LOT 5 AND THE SOUTH 26 FEET OF LOT 4, BLOCK 3, DEMING'S FIRST ADDITION, TO THE CITY OF BENTONVILLE, ARKANSAS, AS SHOWN ON PLAT OF RECORD IN PLAT BOOK B, AT PAGE 24, PLAT RECORDS OF BENTON COUNTY, ARKANSAS;

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held February 17, 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-4, DOWNTOWN MIXED-USE 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-4, DOWNTOWN MIXED-USE 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:

_____
Stephanie Orman, Mayor

ATTEST:

_____
Malorie Marrs, City Clerk

	Rezoning - AP RE and Development, LLC
	409 Northwest 7th Street
	PC Date: 2/17/2026

Staff Report Details

Project Number	(RZ26-0001)
Applicant / Current Owner	AP RE and Development, LLC
Site Area	0.25 Acres
Current Zoning	R-1, Low Density Single Family Residential
Requested Zoning	DN-1, Downtown Low Density Residential
Current Future Land Use Map Designation	Traditional Neighborhood
Requested Future Land Use Map Designation	
Development Type / Use	Residential
Related projects	PLA26-0004

Property Description

The subject property is located at 409 NW 7th St. The property is presently zoned R-1, Low Density Single Family Residential with a Future Land Use Map designation of Traditional Neighborhood.

Project Details

The applicant has requested a rezoning of the property from a R-1, Low Density Single Family Residential to DN-1, Downtown Low Density Residential. The applicant states that the purpose of this request is to make best use of the property with DN-1 setbacks. With unvacated alleys directly abutting the south and west property lines, the buildable area is greatly reduced. The applicant states that the DN-1 setbacks will enable the construction of a new home to be comparable to surrounding homes on the street and maximize buildable area. The applicant states that they do not intend on splitting the lot at any point in the future. The applicant also states that the development intent of the property is to construct one single-family home. The applicant further states that they intend to build a home that is comparable in size and the same character as other homes on NW 7th.

Relationship to the Community Plan

Relationship to the Community Plan

The Community Plan calls for Traditional Neighborhoods to serve as a bridge between denser and more mixed-use Walkable Neighborhoods, while having features that differ from Suburban Neighborhoods. The zoning request support the goals of the Bentonville Community Plan in having different scales of single-family housing options throughout the Traditional Neighborhood place type.

Public Comment

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

Analysis / Waivers

The applicant states in their narrative that they are requesting the rezoning based on their desire to construct a single-family home that is comparable in size and character to surrounding homes; the applicant believes that DN-1 setbacks will enable them to do so. Properties surrounding the subject property also have the Traditional Neighborhood place type.

Consistency
The proposed DN-1, Downtown Low Density Residential zoning is consistent with the adopted Future Land Use Map under **Standard Review** and is consistent with the Community Plan's guiding principle of thoughtful growth.

Impact
The impact of this rezone, if developed under the proposed DN-1 zone, is the addition of a single-family home within the Traditional Neighborhood place type that is similar in size and character of the neighborhood as a whole. The applicant states that DN-1 setbacks will enable the construction of a single-family home that is cohesive with surrounding homes.

Compatibility
This would not be the first rezone on NW 7th Street in this neighborhood. Some of the rezones include properties north, south, east, and west of the subject property, which were rezoned from R-1, Low Density Single Family Residential to DN-1, Downtown Low Density Residential, and DN-2, Downtown Medium Density Residential. The subject property is less than a quarter-mile from a Downtown Collector, NW A St, less than a half-mile from the greenway trail system, and less than a mile from the Downtown Square.

Intensity
The parcel is located within the Traditional Neighborhood place type, which includes some of the city's lower intensity neighborhoods. A DN-1 zoning district allows for single-family home construction with smaller setbacks than an R-1, Low Density Single Family Residential district.

Orderly Transition
This rezone request supports an orderly transition of land use by bridging the gap between higher-intensity zoning districts wihtin the downtown area and the adjacent low-density residential neighborhoods. It allows for thoughtful development that aligns with the Cit's growth while maintaining visual and social cohesion.

Conclusion

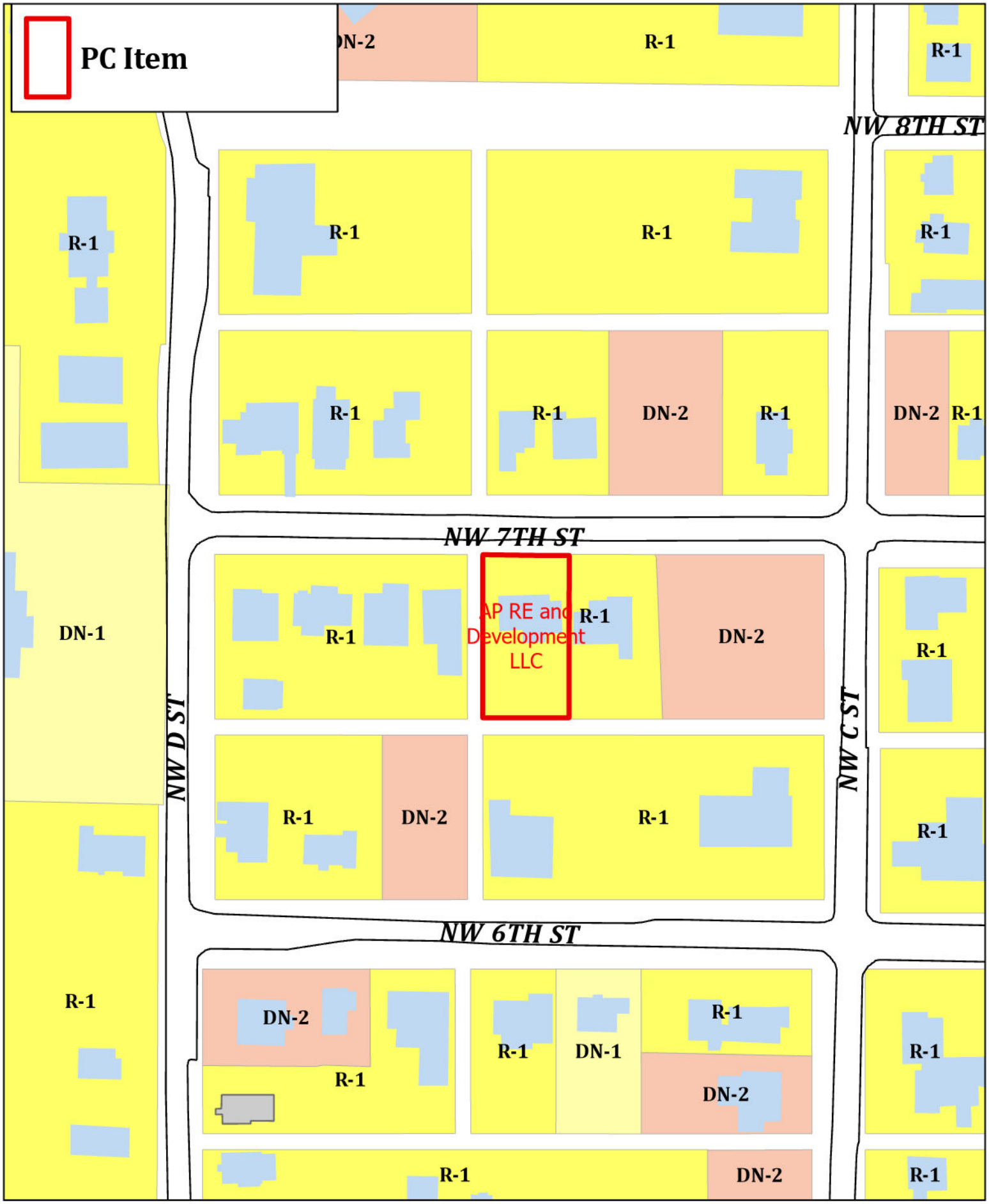
Staff recommends approval as the application is consistent with the goals of the community plan, the

Conclusion

alignment policy and built environment in the area.

Additional Details

Water / Sewer Department Comments: Meets 2-25 Land Use Plan. Any increase in sewer flows could result in downstream studies.



RZ26-0001
AP RE and Development LLC
409 NW 7TH ST

Rezoning Narrative

Address: 409 NW 7th Street, Bentonville Arkansas

Current Zoning: R-1

Proposed Zoning: DN-1

Reason Statement: We are proposing rezoning 409 NW 7th in Bentonville, Arkansas from R-1 to DN-1 to make best use of the property. Rezoning to DN-1 will enable the setbacks to be comparable to other houses on the street maximizing the buildable space. We will NOT be splitting the lot. After the lot is rezoned we plan to build one single family home on the property that will be comparable in size and finishes to other houses on the street (ex. 400 and 402 NW 7th). There will be no impact on traffic, signage, etc.

Water/Sewer Access: The home that previously existed on the property was demoed in 2024 (Permit #RDEM024-0092). Per the City there is a 8" sewer line to the south of the property. There is a 12" sewer line to the west. There is a 6" water line to the north.

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: RZ26-0001)

WHEREAS, AP RE and Development LLC duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present zoning classification of 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:

ALL OF LOT 6 AND THE WEST HALF OF LOT 5, BLOCK 18, IN DEMING'S 2ND ADDITION, TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT RECORD "B" AT PAGE 24;

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held February 17, 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:

_____
Stephanie Orman, Mayor

ATTEST:

_____
Malorie Marrs, City Clerk

	Planned Unit Development - Laurel Canyon LLC
	902, 904, 906, 908, and 1002 Southeast 3rd Street
	PC Date: 2/17/2026

Staff Report Details

Project Number	(PUD25-0002)
Applicant / Current Owner	Modus Studio/Laurel Canyon LLC
Site Area	+/- **[1.66]** Acres
Current Zoning	R-1, Low Density Single Family Residential, DN-3, Downtown Medium Density Residential, DN-4, Downtown Mixed-Use Residential
Requested Zoning	PUD, Planned Unit Development
Current Future Land Use Map Designation	Urban Neighborhood
Requested Future Land Use Map Designation	
Development Type / Use	Mixed-Use Mutlifamily Residential
Related projects	

Property Description

The project, "Laurel Canyon", is located on Southeast 3rd Street, between Southeast J Street and Southeast F Street. The subject property is currently zoned R-1, Low Density Single Family Residential, DN-3, Downtown Medium Density Residential, and DN-4, Downtown Mixed-Use Residential with a **Future Land Use designation of Urban Neighborhood**. Adjacent properties are zoned DN-4, Downtown Mixed-Uses Residential (west), DN-3, Downtown Medium Density Residential (south and northwest), PUD, Planned Unit Development (north and southeast), and R-1, Low Density Single Family Residential (east). The property has direct access to Southeast 3rd Street and an alley to the south as part of the Lanterns on 4th PUD.

Project Details

The PUD proposes a single structure of four stories of residential over one level of parking, totaling 156 units: 20% studio, 50% 1-bedroom, and 30% 2-bedroom. There is a neighborhood commercial and tenant leasing space at the ground level of 1,700 sf, limited to office, retail, food & beverage, and other general commercial uses including the packaged sale of beer, light wine, and/or spirits. Ground-level green space and elevated courtyards are provided to meet the 20% open space requirements, and the applicant states

Project Details

that these will be accessible to tenants and customers 24/7.

The applicant is proposing 160 parking spaces at a ratio of 1.03 parking spaces per unit. Parking will be provided both on-street (20 angled, 5 parallel, and 3 ADA angled) and below the structure within the one-level podium (71 compact, 58 standard, and 3 ADA). In addition, one secured bicycle parking space will be provided per unit.

The building is proposed to be 64 feet high to the top of the parapet, which is typically 4' high. Setbacks are proposed at 0' front, 10' side, and 10' rear.

The structure is proposed to consist of 4 stories of wood framed structure for the housing units built on top of one level of concrete podium that will contain screened parking, an entry lobby, and two commercial spaces. The principal materials included in the planset include brick, glass, wood rainscreen, architectural metal panel, and architectural concrete. The applicant states that materials will be designed to meet all standards as set forth by the City for Large Scale Developments at the time of Large Scale approval. Screening is proposed along the parking garage, and a 12-foot-wide pedestrian easement is proposed along southeast 3rd street.

Relationship to the Community Plan

The Future Land Use Map depicts this area as Urban Neighborhood, which has an anticipated building height of three to five stories. The proposed PUD is a mixed-use development that would provide neighborhood level housing and commercial opportunities. The property is within a 1/4 mile of a major job center, as well as a 1/4 mile of the Town Branch Trail. This type of development promotes alternative transportation choices and locates residential as close as possible to jobs, supporting a goal of compact development, with less demand on the roadway network. Finally, the project will also contribute to the installation of needed regional sewer infrastructure before building permits are issued.

Public Comment

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

Analysis / Waivers

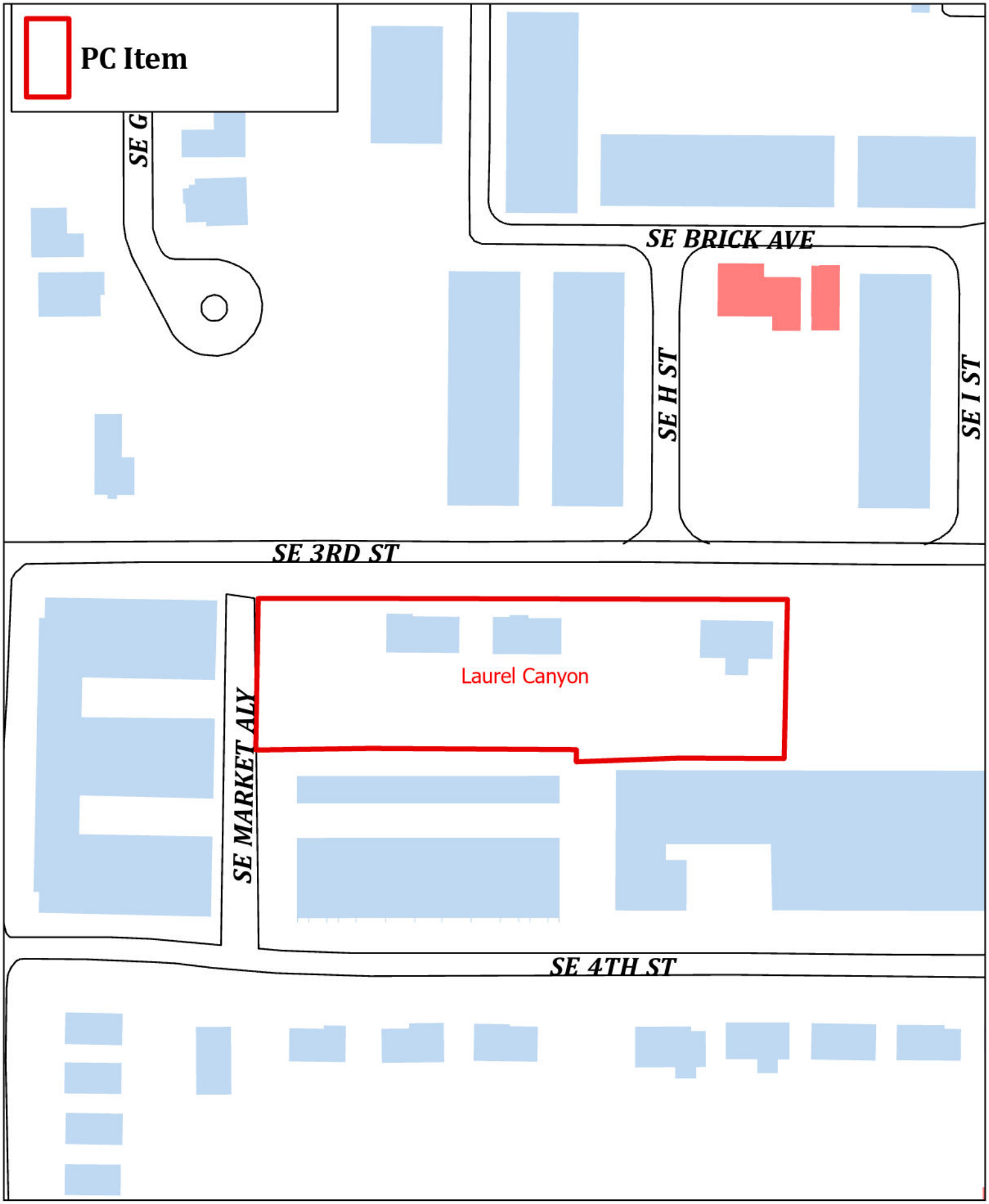
The proposed PUD, if it came in after the adoption of the proposed Bentonville Community code, and was able to be rezoned to T5.1 under an enhanced review, would meet the height requirement of 60' of the zone but not the maximum story height of 4 stories. The neighboring context is 3 and four stories to the north with Brick Ave Lofts. The Town Branch PUD to the west has a max height of 68' with some buildings being 5 stories over 1 parking level. To the south, the same developer built the Haven (3 stories) and is currently constructing a 5 story multi-family project (Lanterns). Looking a little further north, the recently approved Apple Jack PRD on Central has a max height of 45' (3 stories). There are three properties on SW 3rd to the east that have applied for a T5.1 designation with the batch rezone just east of J St.
Some of the open space areas identified in the PUD are marginal but meet the 20% PUD standard. If the project had been submitted at a PRD (the non-residential areas being ancillary), the requirement is only 15%. Other areas of concern are the lack of glass and entry doors at the ground level. These are areas that the new code would address.

Conclusion

The Urban Neighborhood place type of the adopted Future Land Use plan anticipates 5 story buildings but the unadopted code only allows 4 story structures within the most intense zone as specified in Table 2.1. The proposed PUD would fit within the existing alignment policy as a C-3 zone, with enhanced review, i.e multi-family residential with a 60' maximum. The project is located extremely close to downtown, jobs and trails. If the Planning Commission believes that a 5 story project is the right fit for this location, planning staff recommends approval. All building materials will be considered by the Planning Commission at the time of Large Scale approval.

Additional Details

Recommended condition of approval:
Developer shall prepare a Traffic Impact Study that includes analysis of average daily trips (ADT) for the surrounding streets, to the satisfaction of the City Engineer, prior to Large Scale Approval.



PUD25-0002
Laurel Canyon
904 SE 3RD ST

RANDALL HINTON
REAL ESTATE WITH PURPOSE NWA · CO · CA + modus studio

PUD SUBMISSION #3

January 16, 2026
PUD25-0002

Developer:
Randall Hinton Development
Bill Butler bill@randallhintondev.com

Architect:
modus studio
Chris Baribeau, AIA chris@modusstudio.com
Kiara Gilmore, AIA kiara@modusstudio.com
Taylor Deason, AIA taylor@modusstudio.com

Civil Engineer + Landscape Architect:
Ecological Design Group
Brahm Driver, PE bdriver@ecologicaldg.com
Katelynn Hopkins khopkins@ecologicaldg.com

NARRATIVE

1
Planned Unit Development Intent.

This project seeks to address the ongoing housing crisis in Northwest Arkansas by occupying a formerly suburban, but increasingly urban infill site in a swiftly transitioning neighborhood near the new Walmart Headquarters. The Planned Unit Development approach allows stakeholders to understand the intent, qualities, and merits of the proposed project.

The PUD encompasses a 1.66 acre site that is bound by SE 3th Street along the northern edge. There has been ample transition along this corridor into appropriate housing typologies for increased density in a very walkable and bikable area of Bentonville. This will be the fourth development within this city block by Randall Hinton Development with G at Market, Downtown Haven, and Lanterns on 4th beginning constuction next year.

The amenities are burgeoning and people need quality housing to call home. This project will provide new options within the context of Bentonville and the greater Northwest Arkansas community.

2
Description of Land Uses.

This PUD includes the following mixed-use allocations:

Neighborhood Commercial.
Approximately 1,700 square feet located along SE 3rd Street will be allocated for office, retail, food + beverage or other general commercial uses including the packaged sale of beer, light wine and/or spirits. We envision a coffee shop with a bar or a neighborhood bodega in this space.

Housing.
Approximately **156** units of new multifamily housing, with the following proposed mix*:

studio units: **20%**
1 bedroom units: **50%**
2 bedroom units: **30%**

**This mix of unit types may alter over the natural course of design development and changing market conditions, including some percentage of units may transition to for-sale condominiums. Other criteria will follow suit.*

Parking.
The project will be properly parked with a combination of street parking and structured parking within a one-level podium. Angled street parking will be provided for shared commercial and residential uses. Ample covered parking and secured storage for bicycles will also be provided for both customers and tenants within this highly walkable and bikable area. One covered and secured bike storage space will be provided per unit.

Elevated Courtyards.
Elevated courtyards will be provided to meet or exceed minimum open space requirements. Secure 24 hour keycard access will be provided for customers and tenants. Elevated courtyards will be ADA accessible and will meet all applicable code requirements.

3
Structural Design.

This project will consist of 4 stories of wood framed structure for the housing units built on top one level of concrete podium that will contain the screened parking, entry lobby, and the neighborhood commercial space.

4
Development Criteria.

The proposed project seeks to adhere to all materiality and articulation requirements of the city design and approval process and will be confirmed through the LSD process.

The entire project will be constructed in one phase.

A preliminary Traffic Scoping Memo determines that no further traffic study is required. See attached traffic memo.

An initial sewer capacity study was conducted in February 2025 for 200 units (which is more than current proposed units). This has been reviewed by BWU.

The underlying use in the newly adopted Future Land Use map is ***Urban Neighborhood***. Refer to the Place Type diagram on the following page.

Urban Planning considerations understand that not all acreage is developed to the same intensity as indicated on the Place Type diagram. The gross acreage is inclusive of all open space, roadways, developable land, etc. Please refer to the capacity diagram.

The infrastructural *small pipes* for sewer capacity are the burden of the development project.

Within the larger macro area of the city's sewer infrastructure, the new sewer fees that will be paid by the development are self-mitigating.

Please refer to the RHD memo attached addresssing the overall development and capacity.

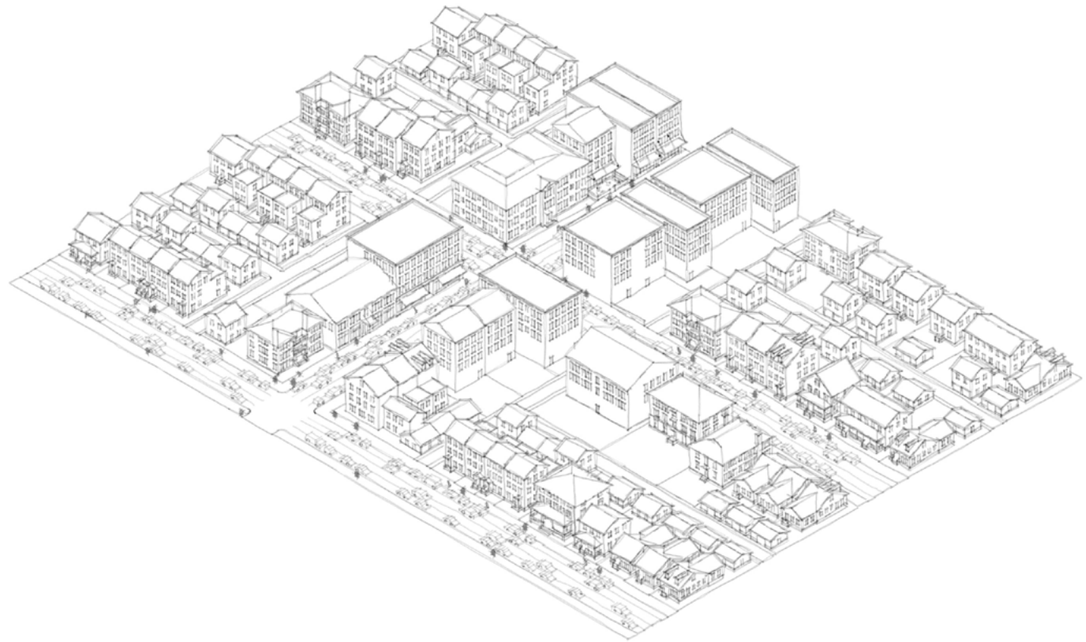
NARRATIVE

place type diagram

URBAN NEIGHBORHOOD

Anticipated building height: 3-5 stories

Urban Neighborhoods are the city's highest intensity neighborhoods, defined primarily by multi-family buildings and townhomes but with some single family and smaller commercial uses mixed in. Catering to those seeking more flexible, lower maintenance lifestyles, they provide considerable housing in a relatively small footprint and support walking and biking as viable transportation alternatives. Financially, Urban Neighborhoods are net positive and significantly reduce the amount of land needed for growth.



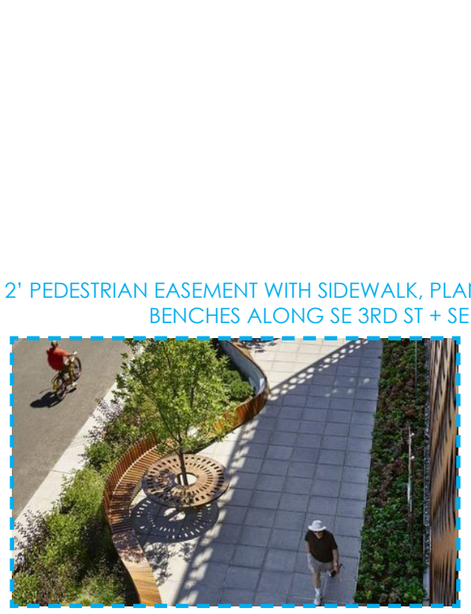
RANDALL HINTON
REAL ESTATE WITH PURPOSE NWA · CO · CA + modus studio

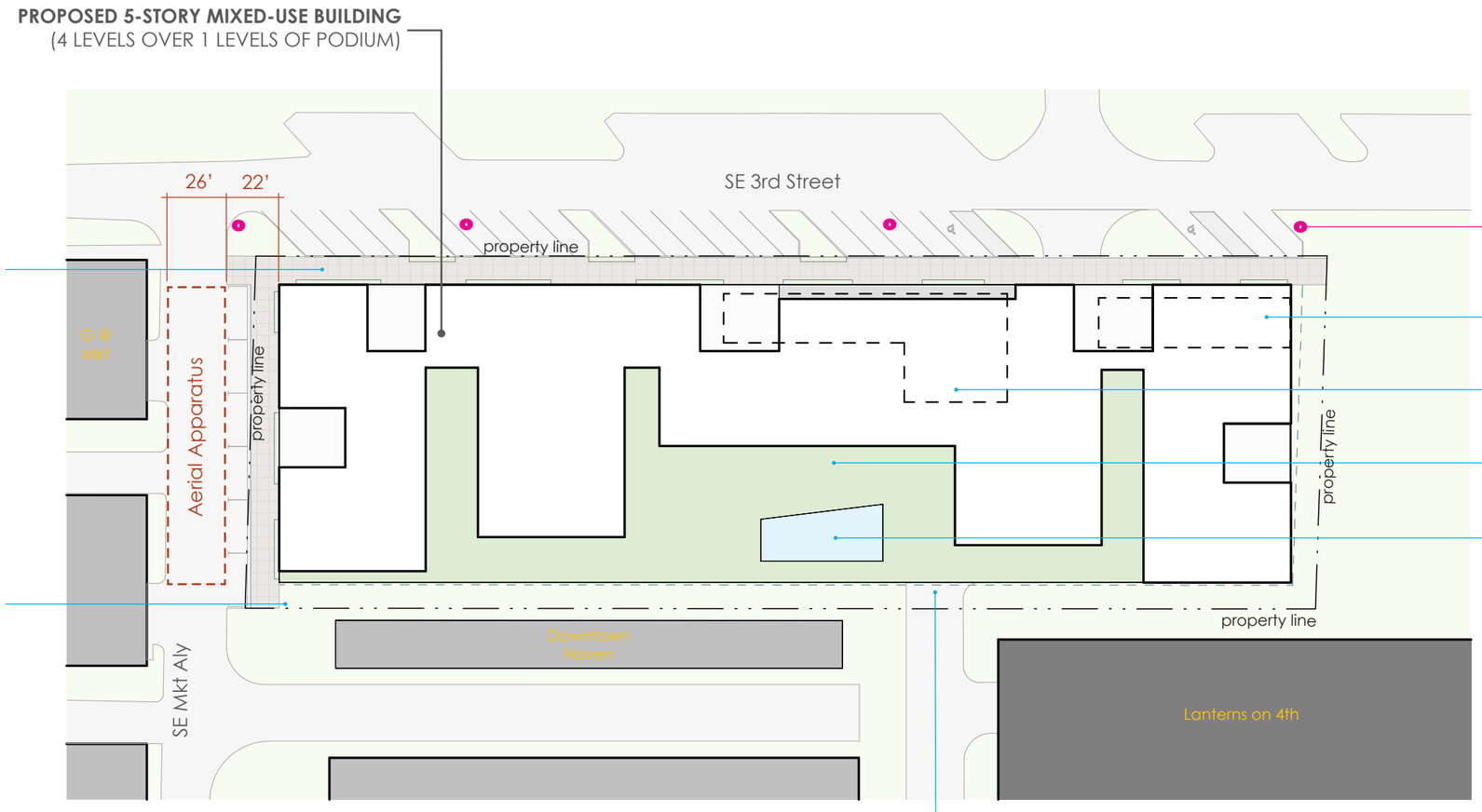
PLAN SET

concept plan

PUD Summary.

SITE.		**BUILDING.**	
Site Area:	1.66 acres	Building Height:	5 stories
Open Space Required:	.33 acres | 20%	Neighborhood Commercial:	1,700 SF +/-
Open Space Provided:	**.41 acres | 25%**	Amenities + Housing:	154, 432 SF +/-
Setbacks:		Units:	**156**
Front:	0'	Density:	89
Side:	10'		
Rear:	10'	Parking:	44,487 SF +/-
		Total Spaces:	**160**
		Parking Ratio:	1.03

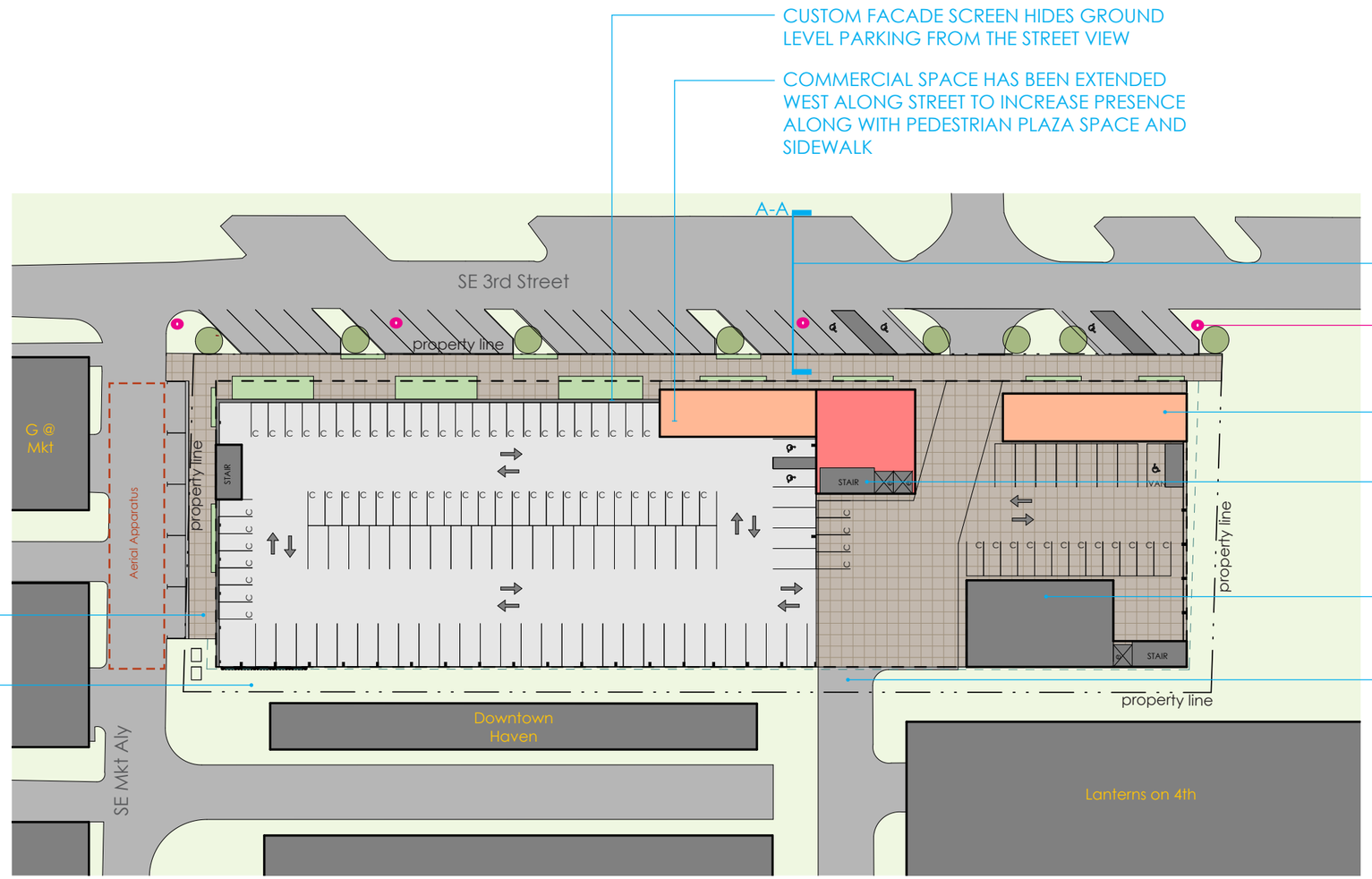




PLAN SET

concept plan : ground level parking/podium

covered podium parking:	**132 spaces**
standard:	59 spaces
compact:	71 spaces
ADA	3 spaces
street parking:	**28 spaces**
angled	21 spaces
paralle	5 spaces
ADA	3 spaces
total parking:	**160 spaces**
parking ratio:	**1.03**



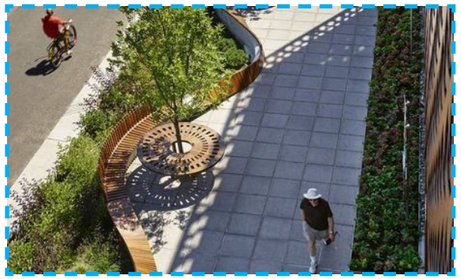
RANDALL HINTON
REAL ESTATE WITH PURPOSE NWA · CO · CA + modus studio

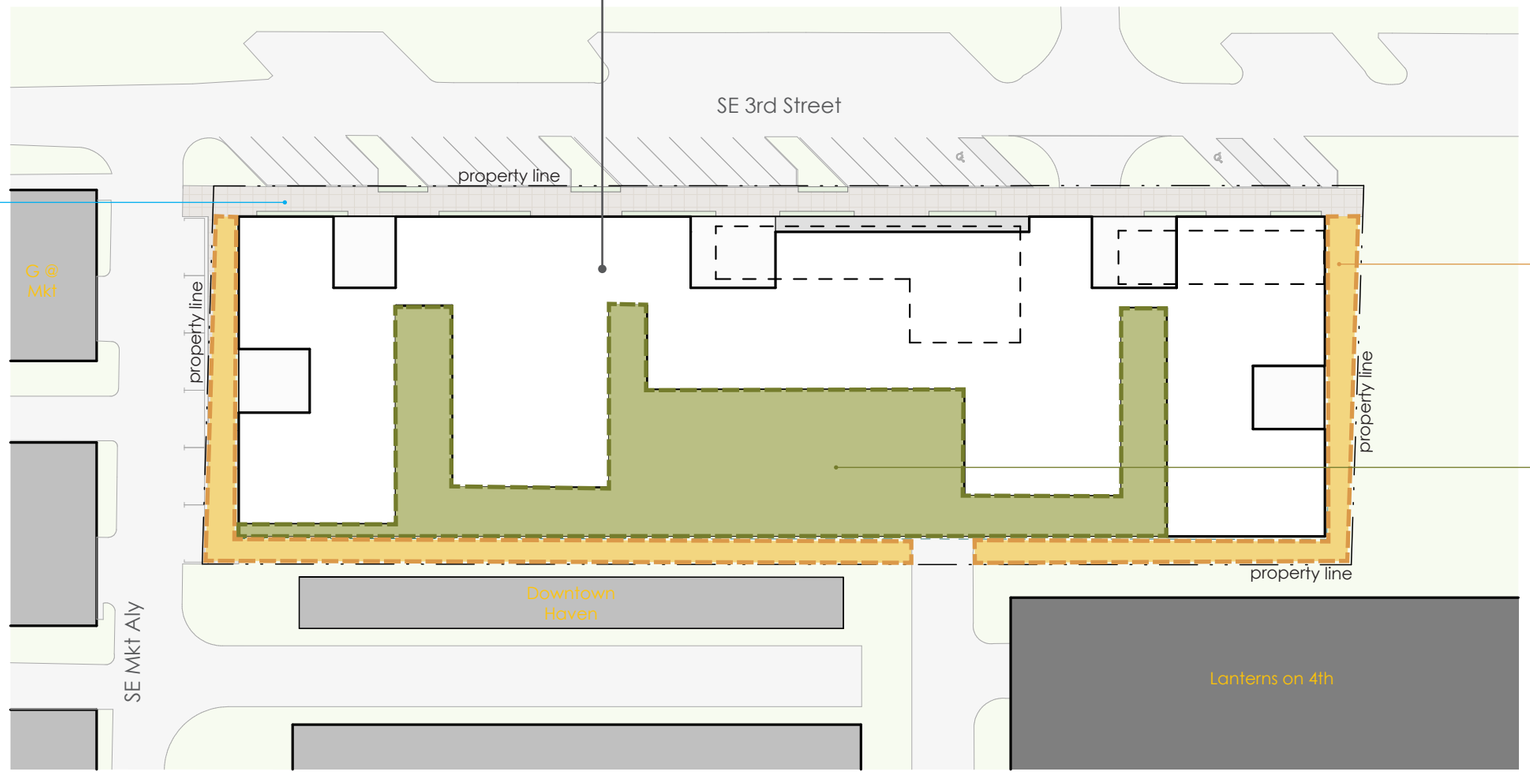
PLAN SET

concept plan : open space diagram

Site Area:	1.66 acres
Open Space Required:	.33 acres | 20%
Open Space Provided:	**.41 acres | 25%**

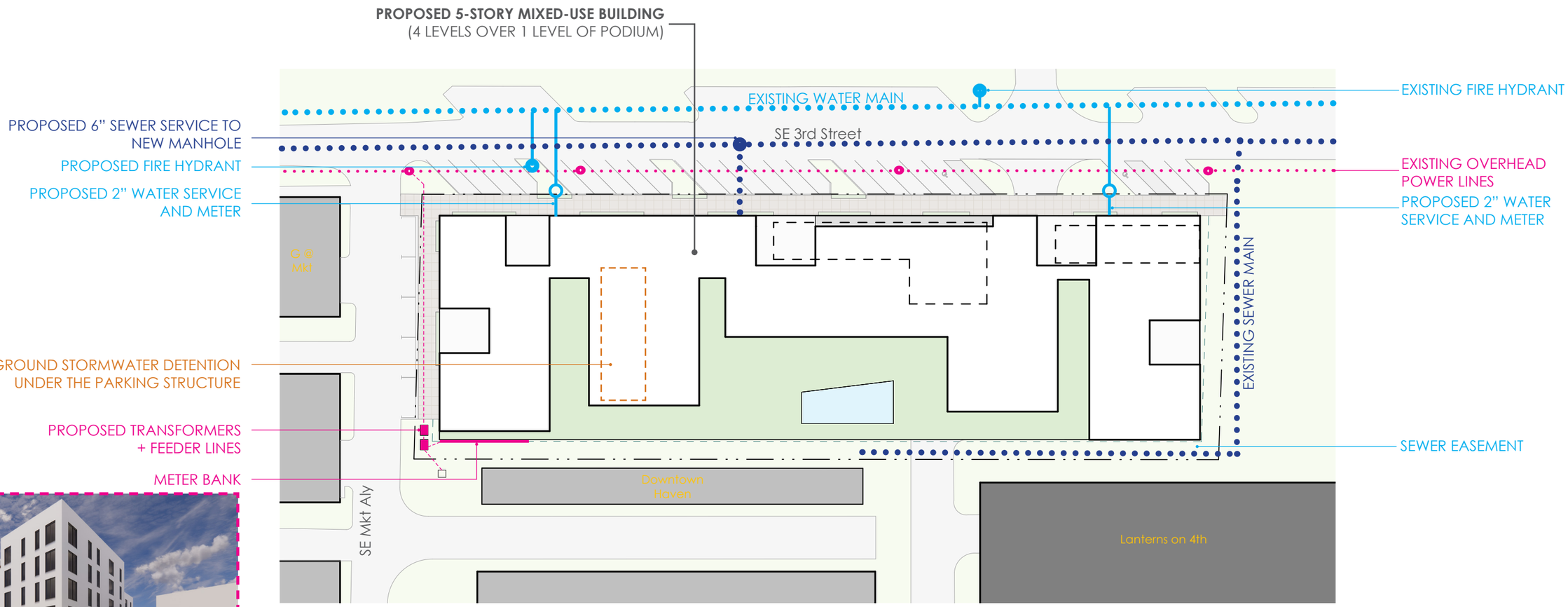
12' PEDESTRIAN EASEMENT WITH PLANTINGS
+ BENCHES ALONG SE 3RD ST + SE MKT ALY





PLAN SET

concept plan : utility diagram



CONCEPT RENDERING OF SW UTILITY CORNER. BUILDING CONSTRUCTION WILL CONFORM WITH ALL UTILITY CODE REQUIREMENTS.

N

PLAN SET

block plan : capacity diagram

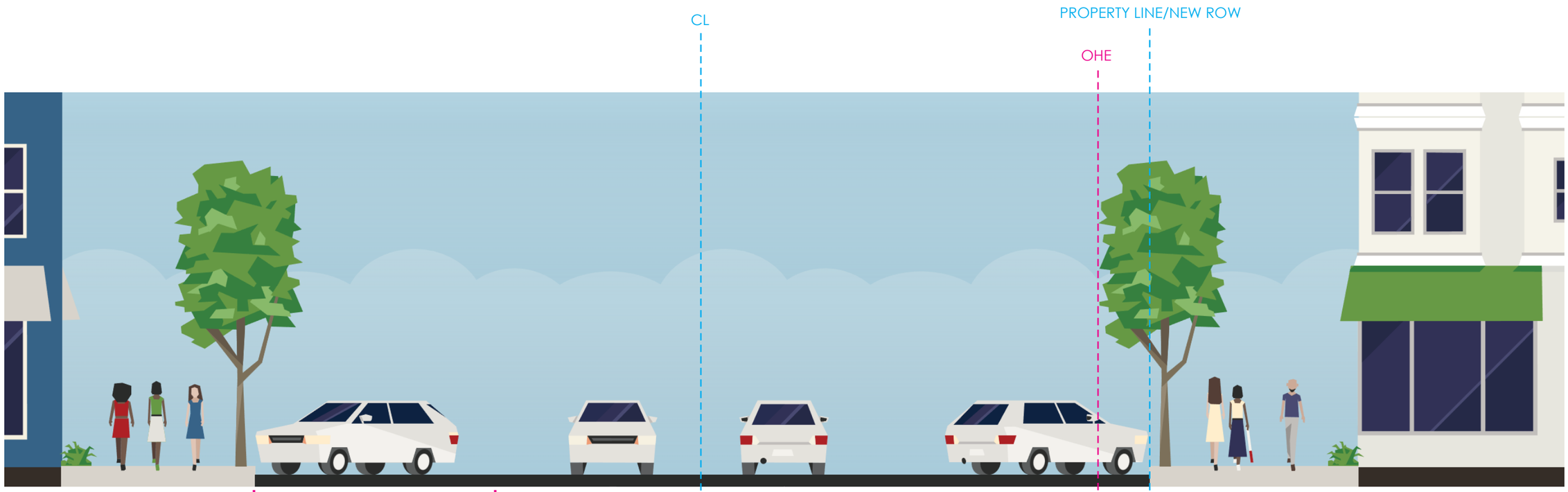
This block is currently planned for ***Urban Neighborhood***.

Prior to the capacity study performed by BWU and DPZ, the block already had 273 units constructed and/or approved for construction. This is a density of 74 units per acre on the parcels indicated above. This suggests that the capacity planning missed the density proportionality by a factor of 600% or it is understood that projects can be proposed and approved to garner the capacity and highest and best use of the land as they are concieved.

N

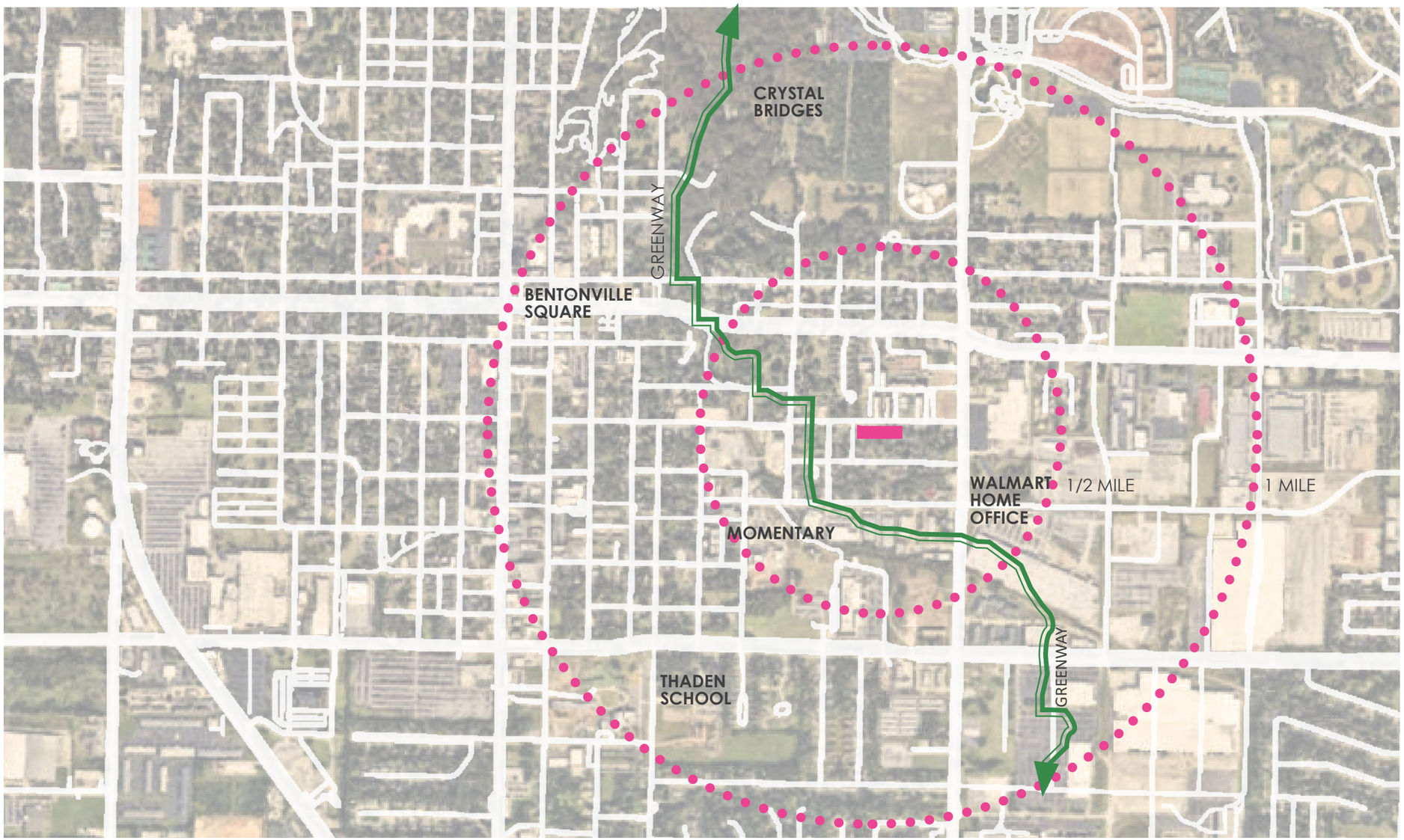
PLAN SET

proposed street section A-A



PLAN SET

context diagram

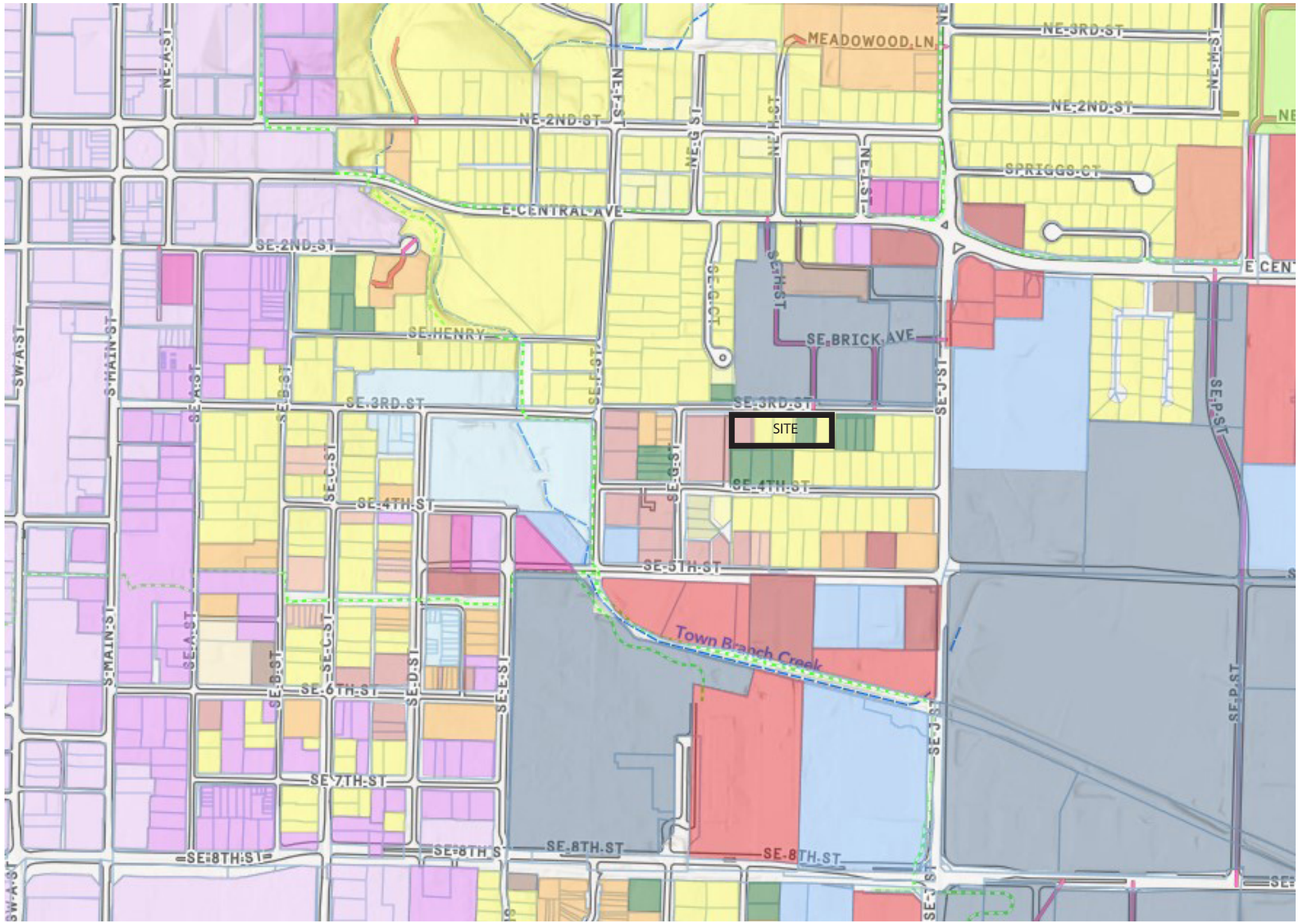


Context.

The proposed mixed-use project is located on SE 3rd street in a swiftly transitioning neighborhood near the new Walmart Headquarters. The site is located within walking distance of The Momentary, 8th St. Market and the Downtown Square.

PLAN SET

current zoning



Zoning Intent.

The PUD encompasses a +/-1.66 acre site that is bound by SE 3th Street along the northern edge. There has been ample transition along this corridor into appropriate housing typologies for increased density in a very walkable and bikable area of Bentonville. This will be the fourth development along this block by Randall Hinton Development with G at Market and Downtown Haven completed within the past 2 years and Lanterns on 4th about to begin construction.

- A-1 Agricultural District
- C-1 Neighborhood Commercial
- C-2 General Commercial
- C-3 Central Commercial
- D-C Downtown Core
- D-E Downtown Edge
- DN-1 Downtown Neighborhood 1
- DN-2 Downtown Neighborhood 2
- DN-3
- DN-4 Downtown Neighborhood 4
- I-1 Light Industrial
- I-2 Heavy Industrial
- PRD
- PUD
- R-1 Single Family Residential
- R-2 Duplex & Patio Home
- R-3 Medium Density Residential
- R-4 High Density Residential
- R-E Residential Estate
- R-MHP Manufactured Home Residential
- R-O Residential Office
- R-ZL Zero Lot Line Residential
- RC-2 Central Residential - Moderate
- RC-3 Central Residential - High Density

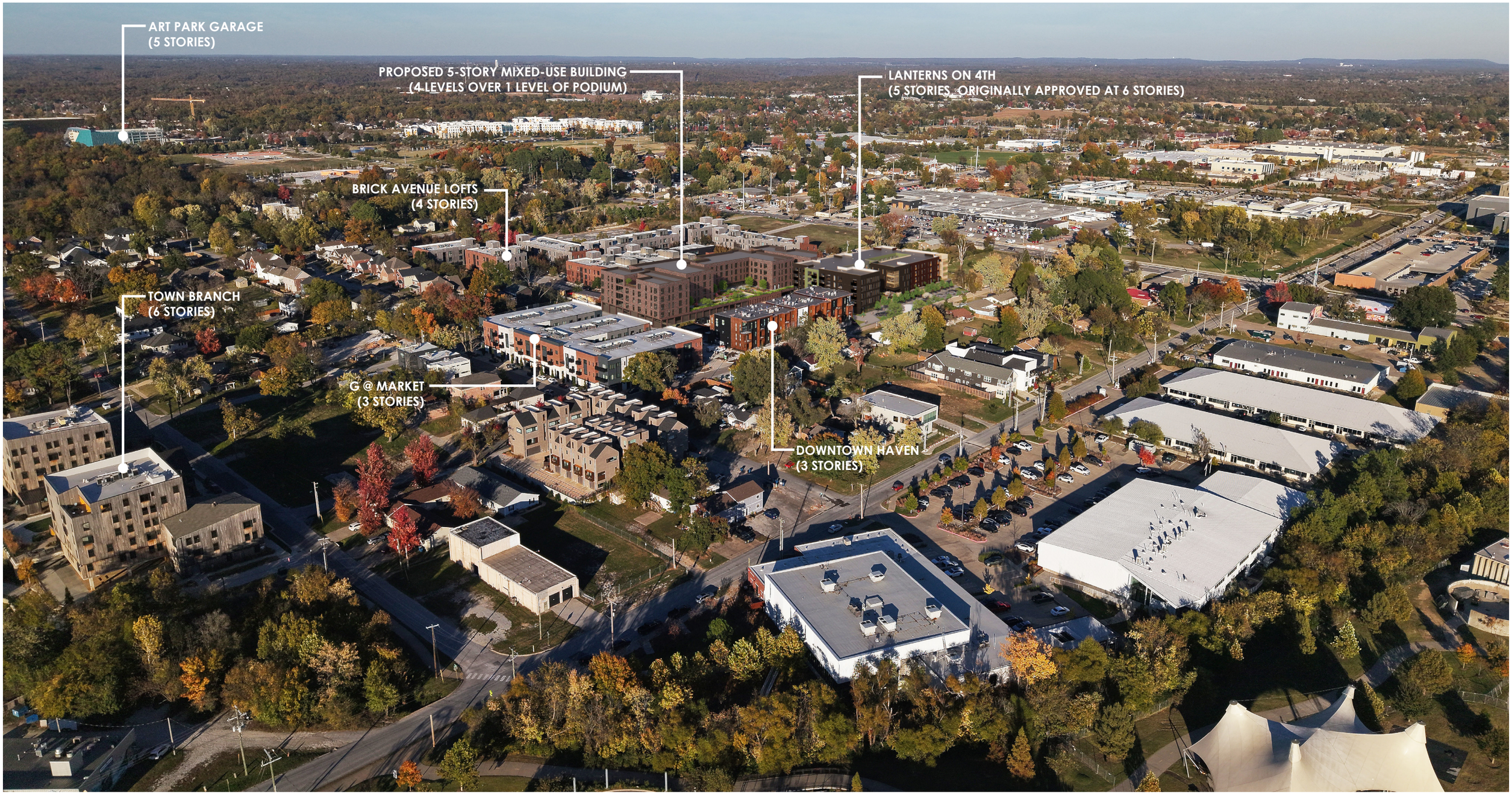
PLAN SET

context aerial - view looking northeast

*final materials to be selected as a part of the large scale development process.

PLAN SET

context aerial - view looking northeast

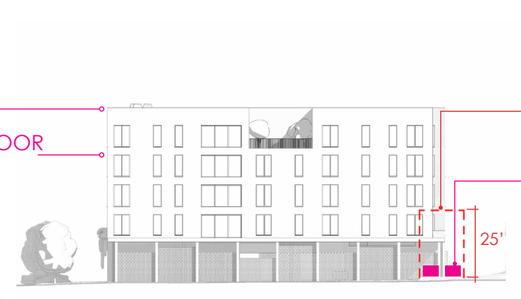


*final materials to be selected as a part of the large scale development process.

PLAN SET

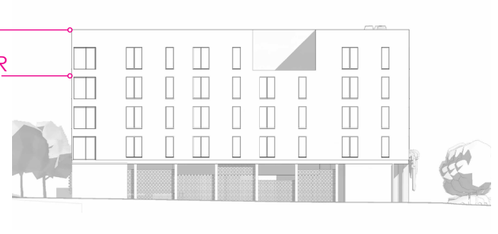
street elevations

North Elevation



East Elevation

South Elevation



West Elevation

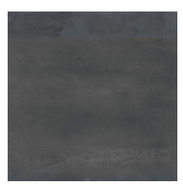
PERCENTAGES OF PRIMARY MATERIALS + SPECIAL USE MATERIALS WILL BE DESIGNED TO MEET ALL STANDARDS SET FORTH BY THE CITY OF BENTONVILLE AND REVIEWED AT LARGE SCALE DEVELOPMENT.

Primary Materials

masonry (brick / brick screen)
glass
other code permitted materials

Special Use Materials

wood rainscreen (vertical / horizontal)



architectural metal panel

architectural concrete

MEMORANDUM

January 8, 2026

TO: Chris Baribeau, AIA
Modus Studio

FROM: Nathan Becknell, P.E., PTOE, PTP
Traffic Engineering Consultants, Inc.

SUBJECT: Laurel Canyon
TIA Scoping Meeting

LOCATION: Bentonville, AR
SE 3rd Street and SE J Street

STATE OF ARKANSAS
REGISTERED PROFESSIONAL ENGINEER
[redacted]
LEE

Digitally signed by Nathan Becknell
Date: 2026.01.08 15:20:52-06'00'

PURPOSE

Traffic Engineering Consultants, Inc. (TEC) was retained to prepare a Traffic Impact Analysis (TIA) for a mixed-use development in Bentonville, Arkansas. The purpose of this memo is to document base assumptions for discussion with the City during a scoping meeting.

A. PREVIOUS TIS PREPARED FOR SITE

TEC is not aware that any previous studies have been prepared for this site.

B. SITE LOCATION

The site is located south of SE 3rd Street between SE G Street and SE J Street in the Market District of Downtown Bentonville, as shown in **Figure 1**.

C. PROPOSED ACCESS

Access to the new development, as shown in **Figure 2**, is proposed via one full access driveway along SE 3rd Street. Angled on-street parking will also be provided along SE 3rd Street.

D. TRIP GENERATION AND DISTRIBUTION

The latest edition of the *Trip Generation Manual*, published by the Institute of Transportation Engineers, was used to determine the amount of traffic the development is expected to generate. The report is a nationally accepted reference which provides trip rates for determining the traffic expected to be generated by different land use types.

Available information was utilized regarding the anticipated land use to determine the site generated traffic. The *Mid-Rise Residential with Ground-Floor Commercial* category was selected to determine the trip generation for the proposed site. The resulting traffic volumes projected to be generated by the proposed site once fully constructed and occupied are indicated in **Table 1**.

Memo was generated with original concept plan. Project now proposes even less units

TABLE 1

Projected Site Generated Trips

Land Use Type	ITE Land Use Code	Approximate Gross Floor Area or Other	Average Weekday Vehicle Trips			Average AM Peak Hour Directional Distribution		Average AM Peak Hour Directional Trips (vph)		Average PM Peak Hour Directional Distribution		Average PM Peak Hour Directional Trips (vph)	
			Per Day	Per Peak Hour of Adjacent Street Traffic									
				One Hour Between 7am & 9am	One Hour Between 4pm & 6pm								
			(vpd)	(vph)	(vph)	IN	OUT	IN	OUT	IN	OUT	IN	OUT
Trip Rate*		(Dwelling Units)	N/A	0.34	0.40								
Mid-Rise Residential with Ground-Floor Commercial	231	179	--	61	72	30%	70%	18	43	70%	30%	50	22
Total Trips			--	61	72			18	43			50	22

* Trip Rates from "TRIP GENERATION MANUAL", 12th Ed., Institute of Transportation Engineers.

The distribution of the proposed site traffic was based on engineering judgement. The directional distribution of the site generated traffic entering and exiting the proposed development is expected to be:

- 35% to/from SE J Street north of the site
- 35% to/from SE J Street south of the site
- 10% to/from SE 3rd Street west of the site
- 10% to/from SE F Street north of the site
- 5% to/from SE F Street south of the site
- 5% to/from SE G Street south of the site

The traffic expected to be generated from the proposed site is summarized in **Figure 3**. These assumptions may be adjusted after further data is obtained. ARDOT AADT traffic count volumes along roadways in the study area are summarized in **Figure 4.**

The proposed development would be expected to generate 61 trips occurring during the a.m. peak hour and 72 trips occurring during the p.m. peak hour. The following increases are anticipated on the surrounding streets.

- Arterial and Collector – threshold: 300 trips per hour or 5% increase in ADT
  - SE J Street – arterial
    - 21 a.m. trips/25 p.m. trips
    - 1.5% increase in ADT (~720*35%/17,000)
  - SE 3rd Street – collector downtown
    - 61 a.m. trips/72 p.m. trips
    - ADT unknown
- Local - threshold: 100 trips per hour
  - SE F Street – local downtown
    - 7 a.m. trips/8 p.m. trips
    - ADT unknown

- SE G Street – local downtown
  - 3 a.m. trips/3 p.m. trips
  - ADT unknown
- SE H Street – local
  - 0 a.m. trips/0 p.m. trips
  - ADT unknown

The proposed development would be expected to generate less than the minimum recommendation for ADT and peak hour trips on neighboring arterials and collectors. The threshold for ADT is stringent compared to industry standards and unlikely to result in required off-site improvements upon further study; therefore, a full study is not recommended.

E. BUILDOUT YEAR

The proposed site is expected to be completed in the year 2027.

F. ADJUSTMENT FACTORS

No adjustment factors are proposed for use in the TIA.

G. APPROVED AND PROPOSED DEVELOPMENTS

TEC is aware of two approved or proposed developments within the study area that may impact the TIA and traffic volumes projected at the SE J Street and SE 3rd Street intersection:

1. Indoor Music Venue – proposed on the northeast corner of SE 8th Street and SE E Street
   a. To be completed in 2027
2. Mixed-Use Development – proposed east of SE J Street and south of SE 14th Street
   a. To be completed in 2028

H. ROADWAY IMPROVEMENTS

There are no anticipated improvements to be provided by the applicant. Improvements may be recommended based on the results of the TIA.

I. PHASING PLAN

The project is expected to be constructed in a single phase.

J. BICYCLE AND PEDESTRIAN CONNECTIONS

Master Street Plan improvements and connections are planned as part of this project. There are no dedicated bicycle facilities in the study area. Existing pedestrian facilities include sidewalks along both sides of SE J Street, along the north side of SE 3rd Street between SE G Street and SE J Street, and along portions of SE F Street and SE G Street. There are marked crosswalks across SE 3rd Street at SE J Street and at SE F Street. Additional sidewalks are planned along the site frontage on the south side of SE 3rd Street as part of the project.

K. SPECIAL ANALYSIS NEEDS

There are no special analysis needs anticipated as part of the TIA.

FIGURE 1. Site Location Map
Laurel Canyon
Bentonville, Arkansas

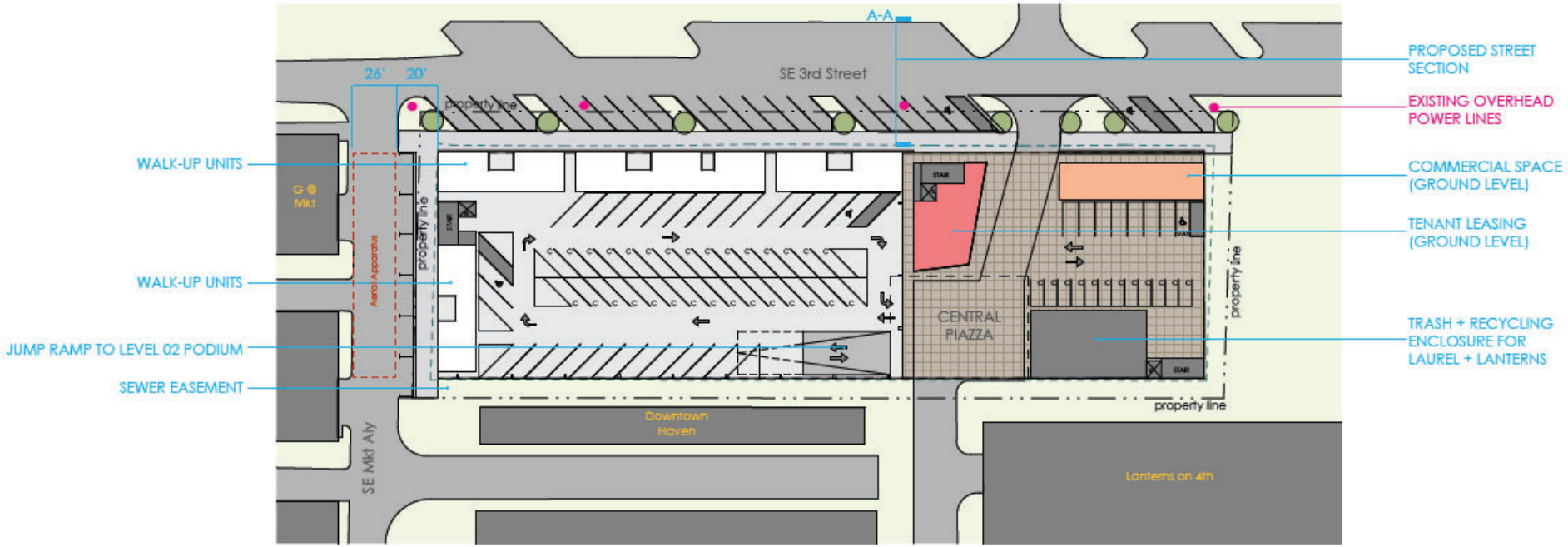
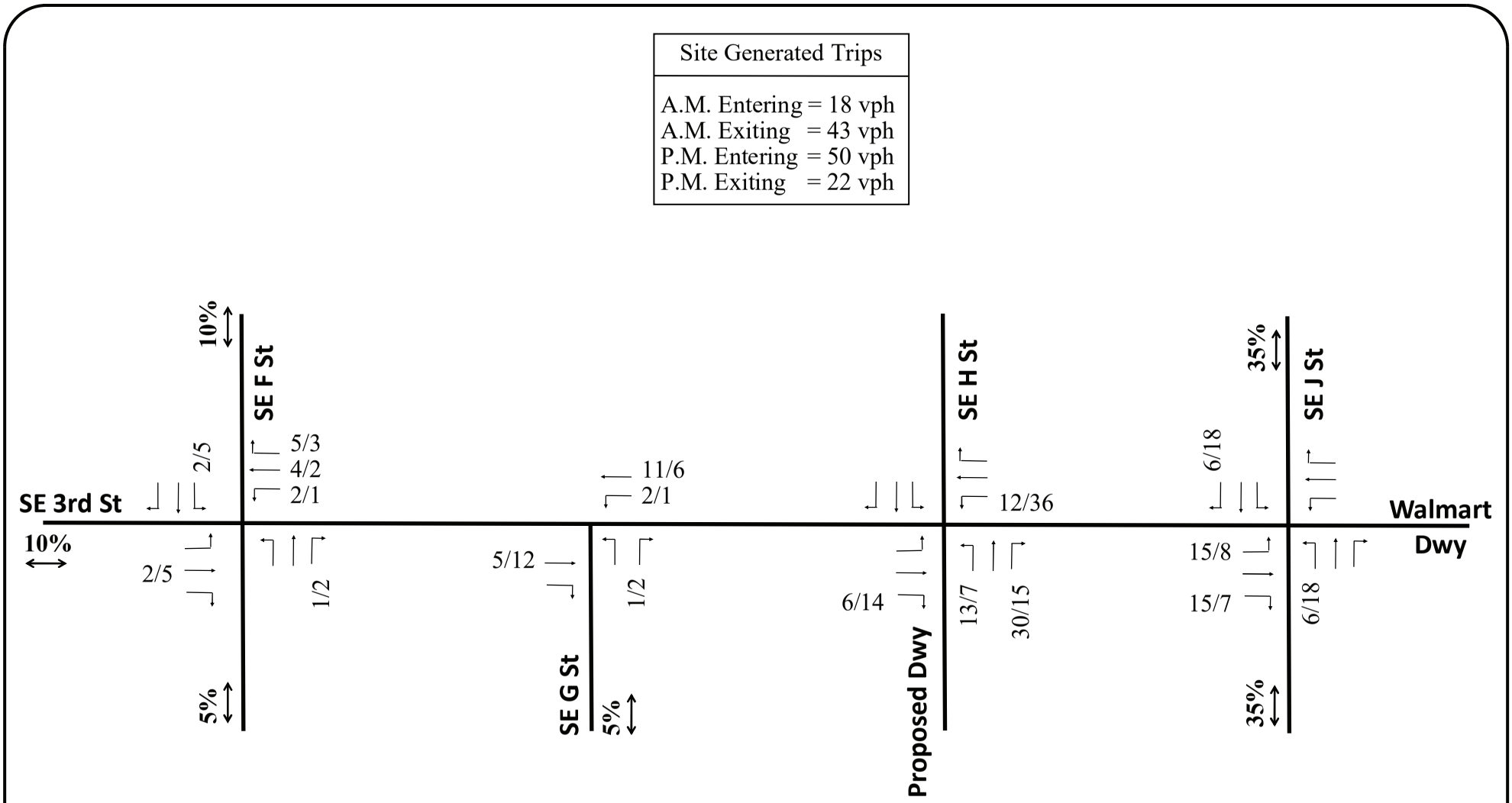


FIGURE 2. Proposed Site Plan
Laurel Canyon
Bentonville, Arkansas



LEGEND

XX = Pre-Event Peak Hour

FIGURE 3. Proposed Site Trips
Laurel Canyon
Bentonville, Arkansas

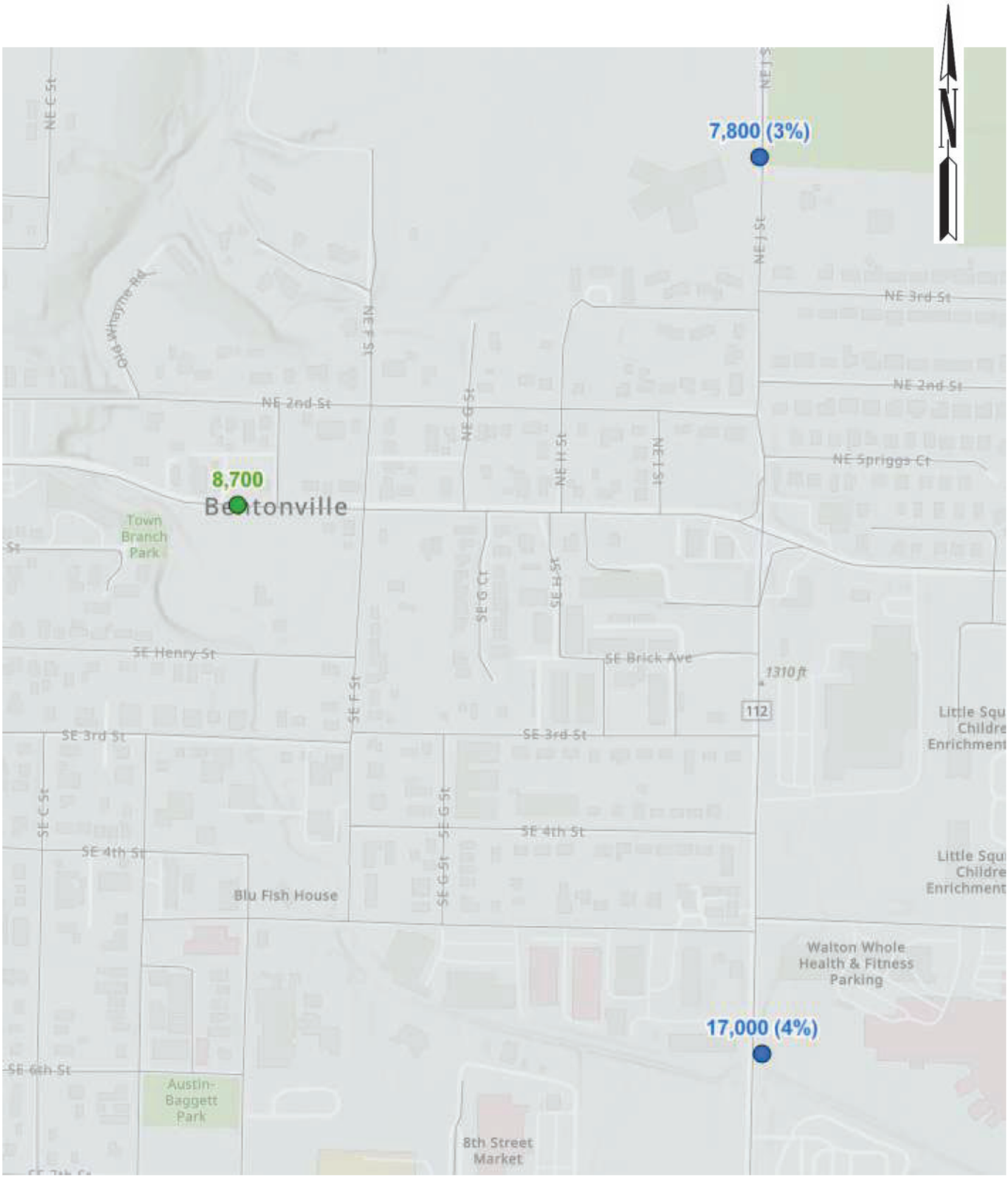


FIGURE 4. Study Area ADT
Laurel Canyon
Bentonville, Arkansas

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, DN-3, DOWNTOWN HIGH DENSITY RESIDENTIAL, AND DN-4, DOWNTOWN MIXED-USE RESIDENTIAL TO PUD, PLANNED UNIT DEVELOPMENT; AND FOR OTHER PURPOSES. (PROJECT NUMBER: PUD25-0002)

WHEREAS, Laurel Canyon LLC duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present zoning classification of R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL, DN-3, DOWNTOWN HIGH DENSITY RESIDENTIAL, AND DN-4, DOWNTOWN MIXED-USE RESIDENTIAL to PUD, PLANNED UNIT DEVELOPMENT to be used in accordance with city zoning laws and state laws, which property is described as follows:

PARCEL #01-02485-000, LOT 16 (B. L2024, P. 67012): LOT 16, SECOND EASTSIDE ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN IN PLAT RECORD "F" AT PAGE 21. SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD. PARCEL #01-02486-000, LOT 17 (B. L2025, P. 13537): LOT 17, SECOND EASTSIDE ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS. SUBJECT TO ALL EASEMENTS, RIGHTS-OF-WAY, PROTECTIVE COVENANTS AND OIL, GAS AND MINERAL RESERVATIONS OF RECORD. SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD. PARCEL #01-02487-000, LOT 18 (B. L2024, P. 38994): LOT 18, SECOND EASTSIDE ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT RECORD "F" AT PAGE 21. SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD. PARCEL #01-02487-001, LOT 19 (B. L2024, P. 20754): LOT 19 IN THE SECOND EAST SIDE ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN IN PLAT RECORD BOOK F AT PAGE 21. SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD. PARCEL #01-02488-000, LOT 20 (B. L2024, P. 20767): LOT 20, SECOND EAST ADDITION, TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT RECORD F AT PAGE 21. SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.;

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held February 17, 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, DN-3, DOWNTOWN HIGH DENSITY RESIDENTIAL, AND DN-4, DOWNTOWN MIXED-USE RESIDENTIAL to PUD, PLANNED UNIT DEVELOPMENT.

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, DN-3, DOWNTOWN HIGH DENSITY RESIDENTIAL, AND DN-4, DOWNTOWN MIXED-USE RESIDENTIAL to PUD, PLANNED UNIT DEVELOPMENT 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:

_____

Stephanie Orman, Mayor

ATTEST:

_____

Malorie Marrs, City Clerk