Revised Agenda:
Revised New Business Item 7 - Hearing Date

Combined Committee of the Whole & City Council Meeting Agenda
March 10, 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 March 10, 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 24, 2026

I. Committee of the Whole

1. **Quarterly Financial Update** — **Informational**

2. **City Property Request for Proposal** **Informational**

City Property Request for Proposal.

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

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

1. **Resolution to Recognize Detective Brian Parmenter on his Retirement from the City** **Resolution**

Request that the City Council adopt a formal resolution to recognize, commend, and congratulate Detective Brian Parmenter on his retirement from the City of Bentonville Police Department, effective April 1, 2026. See attached resolution.

2. **Resolution Accepting an Artwork Donation to the Bentonville Community Center** **Resolution**

A Resolution accepting a donation from artist Lori Weeks of her original 24" x 36" oil painting of the Bentonville Community Center in recognition of the center's 10-year anniversary. No budget adjustment is needed.

3. **Public Hearing and Ordinance Vacating a Utility Easement (VAC26-0001)** **Ordinance***

Public Hearing and approval of an Ordinance vacating a Utility Easement Vacation located at Lot 54 of Kensington Subdivision, Phase 2 (VAC26-0001).

4. **Public Hearing and Ordinance Vacating a Utility Easement (VAC26-0003)** **Ordinance***

Public Hearing and approval of an Ordinance vacating a Utility Easement Vacation located at Lot 209 of the Original City of Bentonville per Subdivision Plat Inst# L201810373/L202358920 (VAC26-0003).

5. **Public Hearing and Ordinance Vacating an Alley Right of Way (VAC26-0006)** **Ordinance***

Public Hearing and approval of an Ordinance vacating 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).

6. **Public Hearing and Ordinance Vacating a Utility Easement (VAC26-0008)** **Ordinance***

Public Hearing and approval of an Ordinance vacating a Utility Easement Vacation located on Parcel 18-07510-000 per filed record 2/2/83, Book 596, Page593 (VAC26-0008).

7. **Resolution Setting a Public Hearing for a Utility Easement Vacation (VAC26-0010)** **Resolution**

Approve a Resolution to set a Public Hearing for March 31, 2026 for a Utility Easement Vacation located at Lot 1, Block 9 of Dogwood Place Subdivision (VAC26-0010).

8. **Resolution Approving the Purchase Two (2) Husqvarna Robotic Mowers** **Resolution**

A Resolution authorizing the Mayor and City Clerk to enter into an agreement with Turf and Soil Management to purchase two Husqvarna Robotic Mowers in the total amount of $49,391.56. No budget adjustment is needed.

9. **Resolution Approving a Nuvonic - UV System for the Bentonville Community Center Competition Pool** — **Resolution**

A Resolution authorizing the Mayor and Clerk to enter into a purchasing agreement with Bluewater CAS for the purchase and installation of an UV system for the Bentonville Community Center competition pool, in the amount of $43,526.28. No budget adjustment is needed.

10. **Resolution Accepting a Grant from Walton Family Foundation for Parks & Recreation Positions** — **Resolution**

A Resolution authorizing the Mayor and Clerk to enter into a grant agreement with the Walton Family Foundation, in the amount of $1,408,730.00, to fund five (5) new positions for Parks and Recreation through December 31, 2028. A budget adjustment is needed.

11. **Ordinance Amending the City Pay Plan to Create Positions for Parks and Recreation** — **Ordinance***

An Ordinance amending the 2026 Pay Plan to add five positions for the Parks and Recreation Department. No budget adjustment is needed.

12. **Resolution to Enter into an Agreement with Garver, LLC for VBT East Parking Apron** — **Resolution**

A Resolution to enter into Work Order 07 with Garver Engineers, in the amount of $86,800.00, for the VBT East Parking Apron project. A budget adjustment is needed.

13. **Resolution Awarding Bid IFB-26-03 For Finish Mowing at City Facilities** — **Resolution**

Bid award IFB-26-03 to DMC & Landscaping (dba David McClarty) for facility finish mowing at city facilities throughout the city of Bentonville for an amount of $4,895.00 per mow cycle. This is a 2026 budgeted item. This agreement may be extended up to (3) consecutive years upon mutual agreement of both parties and Council allocating funds. No budget adjustment is needed.

14. **Resolution Awarding Bid IFB-26-04 for Mowing of City Owned Detention Ponds** — **Resolution**

Bid award IFB-26-04 to M&W Outdoors for mowing of city owned detention ponds throughout the city of Bentonville for an amount of $3,816.18 per mow cycle. This is a 2026 budgeted item. This agreement may be extended up to (3) consecutive years upon mutual agreement of both parties and Council allocating funds. No budget adjustment is needed.

15. **Resolution to Approve a Contract Amendment to the Solid Waste and Recycling Services Agreement** — **Resolution**

Adding line item #2 to Miscellaneous Services for Additional Yard Waste Cart at the contractor's agreed upon price of $68.00 per additional cart. Price is subject to the City's 10% administrative markup on billed solid waste and recycling services. No budget adjustment is needed.

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

Request the Mayor and City Clerk to enter into a contract extension agreement with the City of Bentonville and Bella Vista Village Property Owner's Association for a time period of 1 month set to expire on April 30, 2026. No budget adjustment is needed.

III. Utility Board

1. **Resolution to Purchase a Cab/Chassis from Hendricks Automotive Group using Sourcewell Co-op** — **Resolution**

   A resolution to purchase a cab and chassis from Hendricks Automotive Group through participation in the Sourcewell Cooperative (Co-Op) contract 081325 for $58,084.13 plus taxes. Use of a Co-op is allowed pursuant to Arkansas State Statute 19-11-249; Purchasing performed an evaluation of 081325, determining that the solicitation was in line with both Arkansas State Statute and the City's Purchasing Policy. Utility Board approved 4-0. No budget adjustment is needed.

2. **Ordinance Approving a Waiver of Bid to Purchase Various Electric Enclosures** — **Ordinance***

   Approval of an ordinance to waive competitive bidding to purchase various enclosures from Arkansas Electric, 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.

3. **Resolution to Award Bid IFB-26-09 for Water Main Repair Materials** — **Resolution**

   A resolution awarding bid IFB-26-09 for water main repair materials to Northwest Arkansas Winwater, Consolidated Pipe and Supply, and Ferguson Enterprises, LLC in the amount of $140,073.88. The award is based on the lowest and most responsible Unit Price (price per individual piece) per Line Item with all factors considered. Utility Board approved 5-0. No budget adjustment is needed.

4. **Ordinance Approving a Waiver of Bid to Order 750 Underground Wire (WRRF Project)** — **Ordinance***

   Approval of an Ordinance to waive competitive bidding to purchase 750 u/g wire from Stuart Irby, 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.

5. **Resolution Approving an Agreement for Sewer Flow Monitoring with TREKK Design Group** — **Resolution**

   Approval of a resolution authorizing the Mayor and the City to enter into an Agreement with TREKK in the amount of $214,726.95. The agreement is required for the purchase, installation, and maintenance of flow monitoring equipment, along with the software subscriptions and oversight necessary to collect reliable flow data. TREKK was selected following the City's Purchasing Policy for professional services (SOQ-26-20). Utility Board approved 5-0. No budget adjustment is needed.

6. **Resolution to Award Bid IFB-26-08 for 48" Water Transmission Main Repair** — **Resolution**

   Staff requests a Resolution to award bid IFB-26-08 48" Water Transmission Main Repair to Crossland Heavy Contractors, Inc. in the amount of $141,650.00 to perform repairs on the City's 48" water transmission main. Utility Board approved 5-0. No budget adjustment is needed.

7. **Resolution to Enter into an Agreement with Insituform Technologies for 48" Water Main Repair** — **Resolution**

Staff requests a Resolution authorizing the Mayor and City Clerk to enter into an agreement with Insituform Technologies, LLC in the amount of $83,500.00 through participation in the Buyboard Cooperative contract #730-24, to perform repairs on the City's 48" water transmission main. Utility Board approved 5-0. No budget adjustment is needed.

IV. Planning

1. **Property Line Adjustment - Lot 13, Block 16 of Deming's 2nd Addition - 305 SE Henry Street (PLA25-0038)** **Ordinance***

The Planning Commission voted 7-0, recommending approval.

An Ordinance Accepting A Property Line Adjustment Of Lot 10, Block 16 Of Deming's Addition Creating New Lot 13, Block 16 Of Deming's Addition To The City Of Bentonville, Arkansas; And For Other Purposes.

2. **Property Line Adjustment - Lots 7-10 of Morningstar Subdivision - Morning Star Rd and Sears Rd. (PLA26-0001)** **Ordinance***

The Planning Commission voted 7-0, recommending approval.

An Ordinance Accepting A Property Line Adjustment Of Lots 3-6 Of Morningstar Subdivision Creating New Lots 7-10 Of Morningstar Subdivision To The City Of Bentonville, Arkansas; And For Other Purposes.

3. **Property Line Adjustment - Lot 12 of Deming's 2nd Addition - 606 A&B NE A Street, and 204 A NE 7th Street (PLA26-0003)** **Ordinance***

The Planning Commission voted 7-0, recommending approval.

An Ordinance Accepting A Property Line Adjustment Of Lots 2a & 2b, Block 10 Of Deming's Addition Creating New Lot 12, Block 10 Of Deming's Addition To The City Of Bentonville, Arkansas; And For Other Purposes.

4. **Final Plat - Rainbow Patio Homes Subdivision - 122 SW Winsted Ln (FP25-0004)** **Ordinance***

The Planning Commission voted 7-0, recommending approval.

An Ordinance Accepting A Final Plat Of Rainbow Patio Homes Subdivision To The City Of Bentonville, Arkansas; And For Other Purposes.

5. **Property Line Adjustment - Lots 1 & 2, Phase 1 of Crystal Lands Subdivision - 501 NE F Street (PLA25-0020)** **Ordinance***

The Planning Commission voted 7-0, recommending approval.

An Ordinance Accepting A Property Line Adjustment Of Lots 5, 7, 8 And 10-14, Block 1 Of Deming's Addition, Lots 3a, 3b, 4, And 5 Of Curtis Addition, Lot 8 Of Enfield Park, And Parcels 01-00353-000, 01-00354-000, 01-00361-000, 01-00363-000, 01-00364-000, 01-00365-000, And 01-00366-000 Creating New Lots 1 And 2 Of Crystal Lands Subdivision, Phase 1 To The City Of Bentonville, Arkansas; And For Other Purposes.

6. **Rezoning - Gilmore - DN-4, Downtown Mixed-Use Residential to DE, Downtown Edge - 337 NW A Street (RZ26-0003)** **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 DN-4, Downtown Mixed-Use Residential To DE, Downtown Edge; And For Other Purposes.

7. **Bentonville B3 Land Development, LLC (The Thickets) - Between Mill Dam Rd and Nomad Rd, south of Regional Airport Blvd (PRD25-0004)** **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-2, Medium Density Two Family and Townhouse Residential And Of R-3, Medium-High Density Multifamily Residential To PRD, Planned Residential Development; And For Other Purposes.

V. Other Business/Announcements/Comments

Adjournment

Public Comments Concerning Matters of City Related Business

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	3/10/2026	**Submitted By:**	Stephanie Orman
Phone:	479 271-5966	**For Department(s):**	Administration
Email:	mayor_assistant@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:	City Property Request for Proposal
Action Recommendation & Justification:	City Property Request for Proposal process.
Additional Comments for Consideration (Optional):	
Amount for Approval:	**$**

Budget Impact

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

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

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

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

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	3/10/2026	**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 Detective Brian Parmenter on his Retirement from the City.
Action Recommendation & Justification:	Request that the City Council adopt a formal resolution to recognize, commend, and congratulate Detective Brian Parmenter on his retirement from the City of Bentonville Police Department, effective April 1, 2026. 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

CORPORAL

Brian Parmenter

WAS BORN IN MENA, ARKANSAS, AND GRADUATED FROM YANTIS HIGH SCHOOL IN YANTIS, TX IN 1989; AND

WHEREAS, CORPORAL BRIAN PARMENTER BEGAN HIS LAW ENFORCEMENT CAREER WITH THE BENTON COUNTY SHERIFF'S OFFICE IN 1998, WHERE HE SERVED AS A JAILOR, INMATE WORK DETAIL SUPERVISOR, AND FIELD DEPUTY; AND

WHEREAS, CORPORAL BRIAN PARMENTER JOINED THE BENTONVILLE POLICE DEPARTMENT AS A PATROL OFFICER IN MARCH 2001 WHERE HE BECAME A FIREARMS INSTRUCTOR, FIELD TRAINING OFFICER, AND A MEMBER OF THE SPECIAL RESPONSE TEAM WHERE HE SERVED FOR A TOTAL OF SEVENTEEN YEARS AS MECHANICAL, BALLISTIC, AND EXPLOSIVE BREACHER AND DISTINGUISHED HIMSELF AS ONE OF THE TEAM'S MOST DEPENDABLE AND VALUED MEMBERS; AND

WHEREAS, CORPORAL BRIAN PARMENTER WAS ASSIGNED TO THE CRIMINAL INVESTIGATIONS DIVISION IN JANUARY 2013 AND JOINED THE NARCOTICS UNIT IN JANUARY 2015 WHERE HE INVESTIGATED NUMEROUS CASES AT THE STATE AND FEDERAL LEVEL LEADING TO COUNTLESS ARRESTS WHILE DISRUPTING DRUG TRAFFICKING ORGANIZATIONS; AND

WHEREAS, CORPORAL BRIAN PARMENTER SERVED AS A TASK FORCE OFFICER WITH HOMELAND SECURITY INVESTIGATIONS (HSI) FROM 2015 UNTIL 2022 BEFORE BECOMING A TASK FORCE OFFICER WITH THE DRUG ENFORCEMENT ADMINISTRATION (DEA) WHERE HE ALSO SERVED WITH DEA'S LITTLE ROCK REGIONAL SPECIAL WEAPONS AND TACTICS (SWAT) TEAM WHERE HE CONTINUED TO HONE HIS SKILLS AS A BREACHER AND WAS ALLOWED TO USE THOSE SKILLS IN MULTIPLE OTHER STATES FOR OPERATIONS AND ARRESTS; AND

WHEREAS, CORPORAL BRIAN PARMENTER'S INVOLVEMENT WITH THESE FEDERAL AGENCIES FURTHER DEMONSTRATED HIS COMMITMENT TO COOPERATION WITH LAW ENFORCEMENT EFFORTS AND ALLOWED HIM TO CONDUCT COMPLEX CRIMINAL INVESTIGATIONS ALL OVER THE STATE OF ARKANSAS, AS WELL AS SEVERAL OTHER STATES; AND

WHEREAS, CORPORAL BRIAN PARMENTER'S INVOLVEMENT WITH THESE FEDERAL AGENCIES FURTHER DEMONSTRATED HIS COMMITMENT TO COOPERATION WITH LAW ENFORCEMENT EFFORTS AND ALLOWED HIM TO CONDUCT COMPLEX CRIMINAL INVESTIGATIONS ALL OVER THE STATE OF ARKANSAS, AS WELL AS SEVERAL OTHER STATES; AND

NOW THEREFORE, BE IT RESOLVED THAT BY THE ADOPTION OF THIS RESOLUTION, THE CITY COUNCIL OF BENTONVILLE HEREBY COMMENDS AND CONGRATULATES CORPORAL BRIAN PARMENTER FOR HIS 28 PLUS YEARS OF DEDICATED LAW ENFORCEMENT SERVICE WITH 25 YEARS 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 10th day of March, 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:	3/10/2026	**Submitted By:**	Shelli Kerr
Phone:	479-271-6822	**For Department(s):**	Planning
Email:	skerr@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Resolution Accepting an Artwork Donation to the Bentonville Community Center
Action Recommendation & Justification:	A Resolution accepting a donation from artist Lori Weeks of her original 24" x 36" oil painting of the Bentonville Community Center in recognition of the center's 10-year anniversary. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	The artwork was approved by the Public Art Advisory Board on July 22, 2025, and Parks and Recreation Advisory Board on August 4, 2025. Memo and full proposal attached.
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
On behalf of:	Bentonville Public Art Advisory Board
CC date:	March 10, 2026
RE:	**Community Center Painting Donation**

Request. A resolution accepting a donation from artist Lori Weeks of her original 24" x 36" oil painting of the Bentonville Community Center in recognition of the center's 10-year anniversary.

Background. The artwork was submitted as an unsolicited proposal on July 2, 2025. Following the process in place at the time, the artwork was approved by the Public Art Advisory Board on July 22, 2025, and the Parks and Recreation Advisory Board on August 2, 2025.

This summer, City Council requested that no additional artworks be submitted for City Council approval until the new public art codes and policies are adopted. The new public art code and policy were adopted on February 10, 2026.

Description of Artwork. The artwork is a framed, 24” x 36” inch oil painting of the Bentonville Community Center with the American flag, Arkansas state flag and City of Bentonville flag at the forefront.

Display Site. This artwork will be displayed only in indoor city facilities.

Display Period. Since this is a donation, the city retains the right to display, store or remove the artwork from its collection at any time.

Compliance Check. The new public art policy requires staff to review proposals for compliance with codes and regulations. The artwork does not include advertising or obscenities as prohibited by city code. The donation is being made in compliance with the city’s donation policy Sec 2-416.

Approvals. Both the Public Art Advisory Board and the Parks and Recreation Advisory Board recommend approval of the artwork.

Cost and Funding. The artwork is a donation, and the city is not compensating the artist for the artwork.

Ownership. Upon approval by City Council, the City of Bentonville is the owner of the artwork.

Maintenance. The city will be responsible for any maintenance needs, as time and budgets allow.

Recommendation. Approval of the resolution.

Bentonville Community Center – 10 Years

By Lori Weeks

Shelli Kerr

From: noreply@civicplus.com
Sent: Wednesday, July 2, 2025 4:20 PM
To: Shelli Kerr
Subject: Online Form Submittal: Public Art Proposal

Follow Up Flag: Follow up
Flag Status: Flagged

Public Art Proposal

Proposal for Public Art

Type of Proposal	Unsolicited Proposal
Date	7/2/2025
Is the project a collaboration among multiple artists?	No
Is the project curated by someone or an organization other than the artist?	No

1) ARTIST INFORMATION

Complete this section with the primary artist's information. If this is a collaborative project with multiple artists, we will reach out for additional information on the other artists.

Name	Lori Weeks
Address	229 E Main Street
City	Gentry
State	AR
Zip Code	72734
Email Address	loriweeks@gmail.com
Phone Number	501-350-4069

Upload artist resume / CV	BCC 10 Year Artwork Donation Letter.jpg
Artist portfolio	Portfolio.docx
Artist website	NaturalStateGallery.com

2) CURATOR CONTACT INFORMATION

Complete this section with the primary contact of the curator of this project, if applicable. If the project is being submitted by the artist, proceed to Section 3) Artwork Details.

Name	Kendra Musick
Title	Bentonville Community Center Facility Manager
Organization Name	Bentonville Parks and Recreation
Street Address	1101 SW Citizens Circle
City	Bentonville
State	AR
Zip Code	72712
Email Address	kmusick@bentonvillear.com
Phone Number	479-696-0210

3) ARTWORK DETAILS

Title of artwork	Bentonville Community Center - 10 Years
Medium	Canvas oil painting
Height	24"
Width and depth	36"
Can the artwork be scaled smaller or larger?	No
Description of artwork	Hand painting highlighting the features around the Bentonville Community Center. This was completed and donated for

Upload description of artwork	flag bcc.jpg
Upload image of artwork	flag bcc_1.jpg
4) INSTALLATION AND MAINTENANCE	
Is the proposal for temporary or permanent display?	Permanent
If temporary, what is the requested display period?	Not applicable
Is the artwork already complete?	Yes
If yes, artwork is complete, is it currently on display?	No
If artwork is currently on display, when will it be available?	*Field not completed.*
If no, artwork is not complete, how much time is needed for fabrication?	Not applicable
Is the artwork best suited for indoor or outdoor display?	Indoor
Is a foundation required to install the artwork?	Yes
If a foundation is required, indicate the size and shape needed.	Framed wall art 24" x 36"
Does the artwork require access to electricity?	No
Does the artwork require access to water?	No

What is the life expectancy of the artwork?	11 or more years
Are there any special maintenance needs for this artwork?	No
If there are maintenance needs, please describe here.	*Field not completed.*
5) BUDGET & FUNDING	
(a) Material costs	0
Describe materials costs.	This was donated for our 10 years anniversary
(b) Production costs	0
Describe production costs.	This was donated for our 10 years anniversary
(c) Installation costs	$25
Describe installation costs.	We would need to purchase a secure method to hang this piece of wall art.
(d) Total fabrication budget	$25
(e) Artist's fee	Donated
(f) Travel costs	Donated
(g) Total budget	$25
What is the planned funding for this proposal?	Not determined.

Email not displaying correctly? View it in your browser.

LORI WEEKS

Natural State Gallery Gentry
Gallery Curator / Artist

Lori Weeks is a native of Arkansas who grew up in the tourist lake & river area of Heber Springs, a professionally trained artist with more than 30 years experience. Lori attended The Art Institute of Dallas and Memphis College of Art, then held a 20 year career in advertising for two of the largest agencies in Arkansas with a focus on Tourism. She is best known for her collection of impressionistic florals, landscapes, and wildlife paintings using unique color schemes and textures.

'I so appreciate my collectors, they tell me my works bring peace and happiness – that's a rewarding profession.'

NATURAL STATE Gallery
Fine Art & Artisan Creations

Discover unique artworks in Arkansas's vibrant art scene.

Original Art

Flying from XNA and have time to spare? We are just 10 miles from the airport to start or end your visit to Northwest Arkansas. Or, you can take the beautiful drive minutes from Fayetteville, Rogers, Bentonville, and an even shorter drive from Siloam Springs, Centerton, and Cave Springs.

Natural State Gallery is open to the public and is also a working studio for artists Lori Weeks & Matt Coburn. Contact for current hours or private tour.

501-350-4069
loriweeks@gmail.com
Gentry, Arkansas
NaturalStateGallery.com

Lori Weeks ART

'Bentonville Community Center - 10 Years'

This 24" x 36" original oil painting of *Bentonville Community Center* was produced by Lori Weeks in May 2025 and created specifically for the 10 year anniversary.

The painting was donated to the Bentonville Community Center in June 2025 by Lori Weeks.

www.loriweeksart.com

ARKANSAS

RESOLUTION NO. _____

A RESOLUTION ACCEPTING A DONATION FROM ARTIST LORI WEEKS OF HER ORIGINAL PAINTING, "BENTONVILLE COMMUNITY CENTER – 10 YEARS"; AND FOR OTHER PURPOSES.

WHEREAS, the City Council of the City of Bentonville has established the importance of integrating public art into the daily lives of the citizens of Bentonville;

WHEREAS, the Public Arts Advisory Board and the Parks and Recreation Advisory Board recommend accepting the donated artwork;

WHEREAS, this artwork was created specifically for the Bentonville Community Center's 10 year anniversary; and

WHEREAS, no budget adjustment is needed.

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

Section 1: That the City Council of the City of Bentonville, Arkansas, hereby accepts the donation from artist Lori Weeks of her original 24" x 36" oil painting "Bentonville Community Center – 10 Years";

Section 2: That upon acceptance of this donation, the City of Bentonville shall assume full ownership of the artwork. The City reserves the sole and exclusive right, in its discretion, to determine whether and where the artwork shall be displayed, to place the artwork in storage, or to remove the artwork from its collection in accordance with applicable policies and procedures;

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

Section 4 - Repeal of Conflicting 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:	3/10/2026	**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 Utility Easement (VAC26-0001)
Action Recommendation & Justification:	Public Hearing and approval of an Ordinance vacating 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

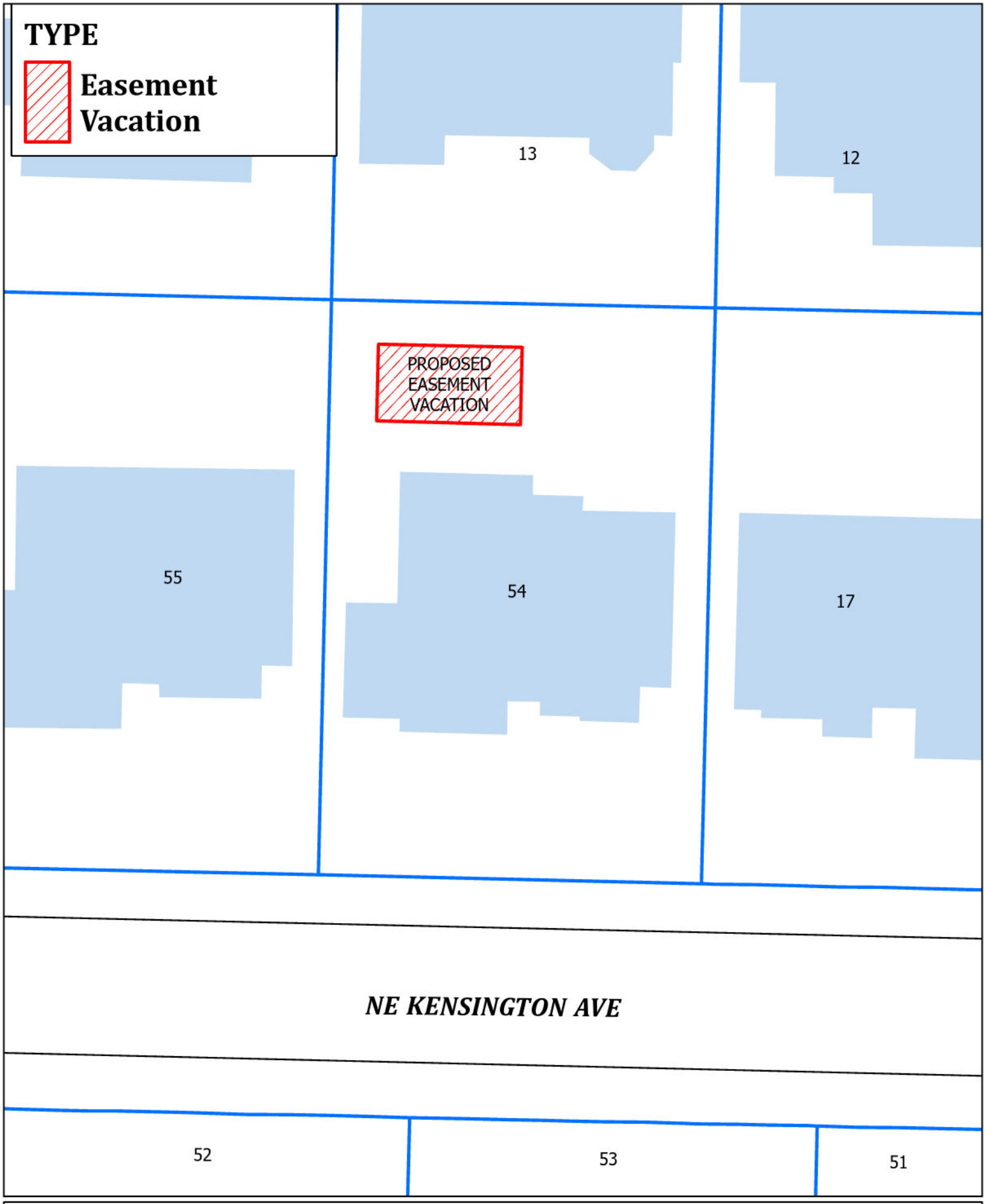
Is this Item Budgeted? ☐ **YES** ☐ **NO** ☐ **ITEM HAS NO COST** ☐ **OTHER:**_____

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

ORDINANCE NO_____

AN ORDINANCE VACATING UTILITY EASEMENT LOCATED AT LOT 54 OF KENSINGTON SUBDIVISION, PHASE 2, OF THE CITY OF BENTONVILLE, ARKANSAS, BENTON COUNTY ARKANSAS (VAC26-0001)

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

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, 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 utility 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 utility easement designated 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.

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

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

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

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	3/10/2026	**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 Utility Easement (VAC26-0003)
Action Recommendation & Justification:	Public Hearing and approval of an Ordinance vacating 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

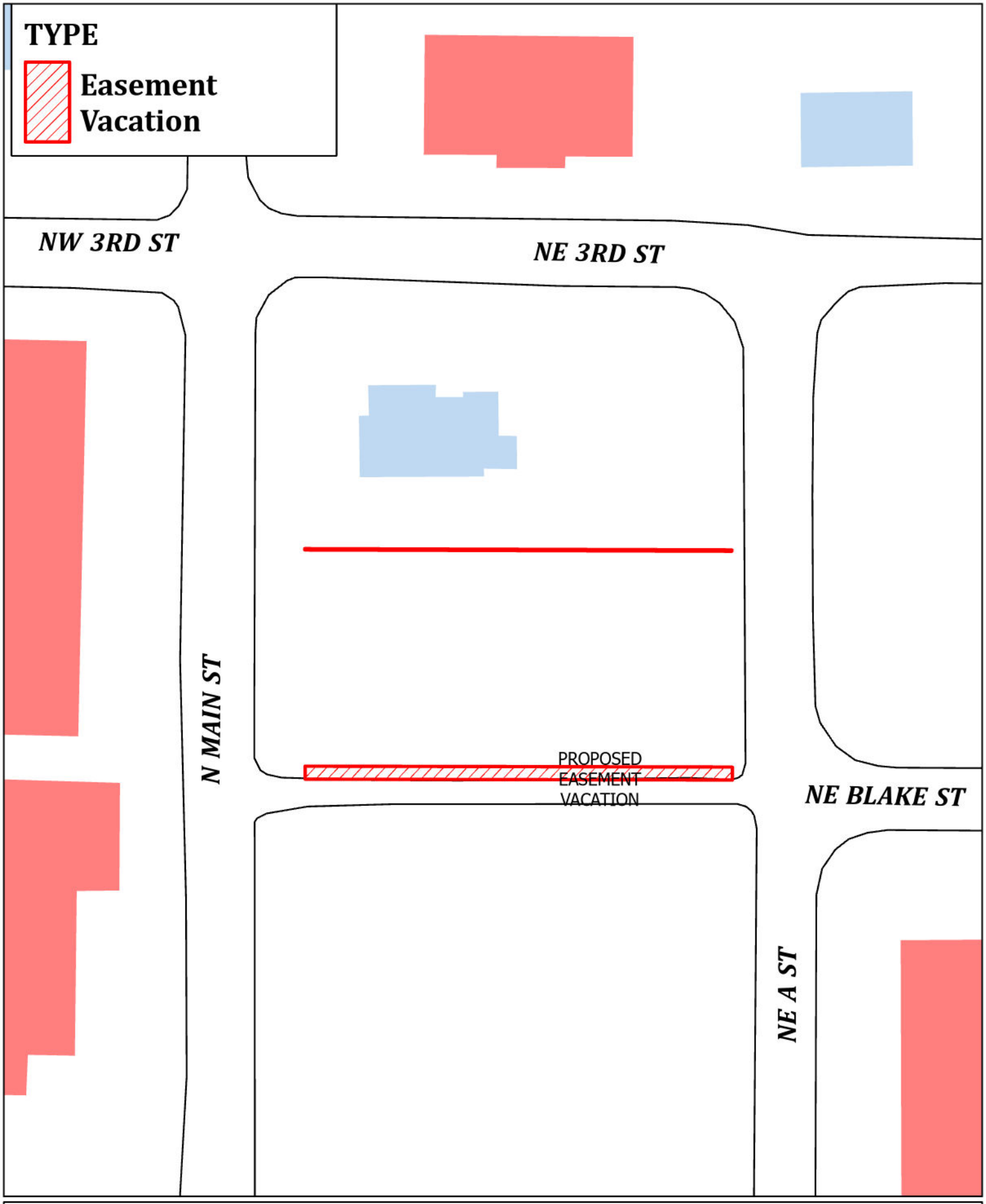
Is this Item Budgeted? ☐ **YES** ☐ **NO** ☐ **ITEM HAS NO COST** ☐ **OTHER:**_____

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

ORDINANCE NO_____

AN ORDINANCE VACATING UTILITY EASEMENT LOCATED AT LOT 209 OF ORIGINAL CITY OF BENTONVILLE SUBDIVISION OF THE CITY OF BENTONVILLE, ARKANSAS, BENTON COUNTY ARKANSAS (VAC26-0003).

WHEREAS, a petition was filed with the City Council of the City of Bentonville, Arkansas, by 216 and 220 North Main, LLC asking the City Council to vacate a utility easement located in the City of Bentonville, Benton County, Arkansas, which portion is more particularly described as follows:

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, 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 utility 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 utility easement designated 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.

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

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

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

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	3/10/2026	**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 an Alley Right of Way (VAC26-0006)
Action Recommendation & Justification:	Public Hearing and approval of an Ordinance vacating 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

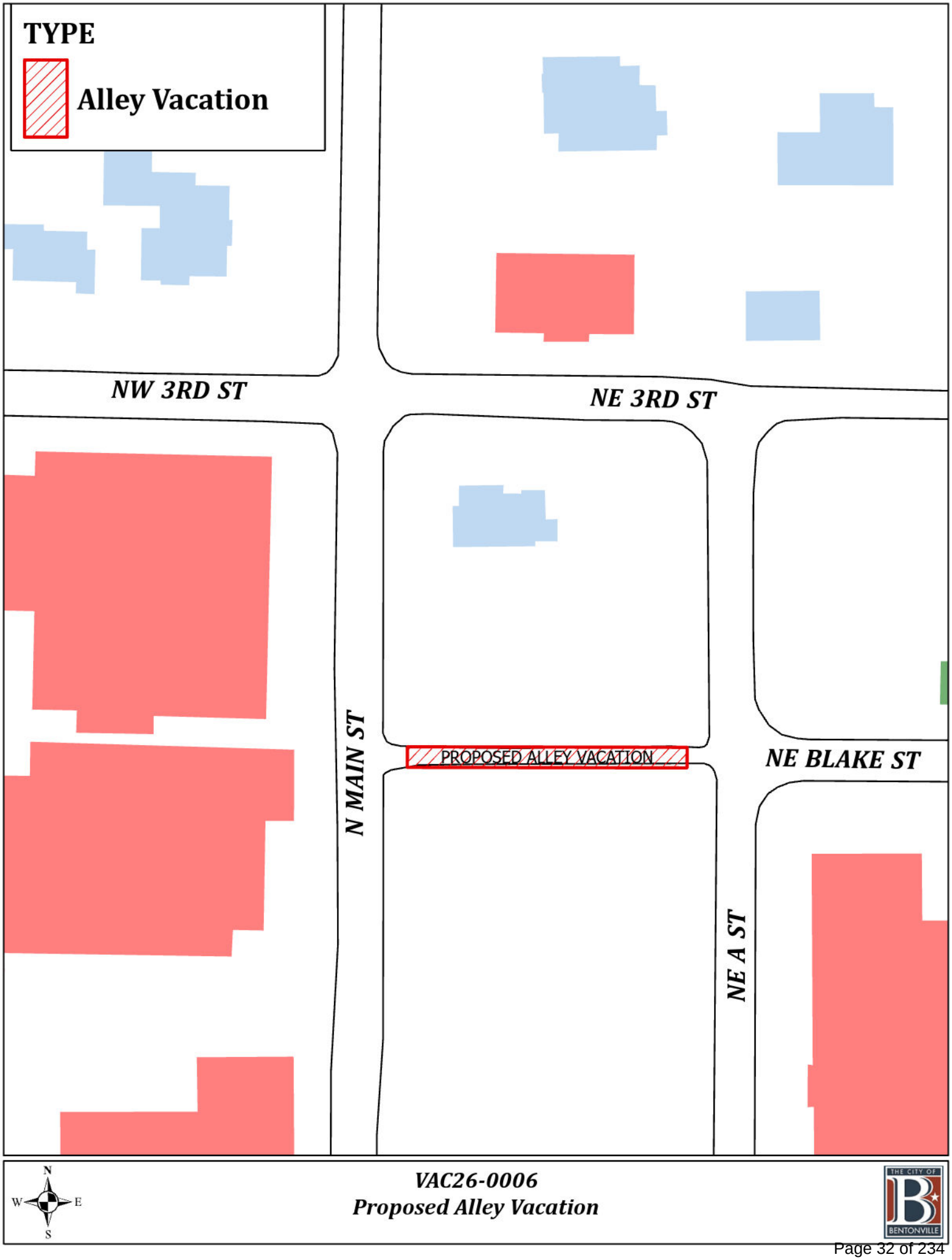
Is this Item Budgeted? ☐ **YES** ☐ **NO** ☐ **ITEM HAS NO COST** ☐ **OTHER:**_____

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

		$ 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):



VAC26-0006
Proposed Alley Vacation

ORDINANCE NO_____

AN ORDINANCE VACATING ALLEY RIGHT OF WAY LOCATED BETWEEN LOT 209 AND LOT 76 OF ORIGINAL CITY OF BENTONVILLE SUBDIVISION OF THE CITY OF BENTONVILLE, ARKANSAS, BENTON COUNTY ARKANSAS (VAC26-0006).

WHEREAS, a petition was filed with the City Council of the City of Bentonville, Arkansas, by 216 and 220 North Main LLC asking the City Council to vacate alley right of way located in the City of Bentonville, Benton County, Arkansas, which portion is more particularly 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, after due notice as required by law, the Council has at the time and place mentioned the notice, heard all persons desiring to be heard on the question; that all the owners of the property abutting the easement to be vacated have joined in the petition or consented to the granting of the petition; and the public interest and welfare will not be adversely affected by the abandonment of the above described right of way.

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

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

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

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

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

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	3/10/2026	**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 Utility Easement (VAC26-0008)
Action Recommendation & Justification:	Public Hearing and approval of an Ordinance vacating 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)*

		$ 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
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VAC26-0008

THE CITY OF BENTONVILLE

ORDINANCE NO_____

ORDINANCE VACATING A UTILITY EASEMENT LOCATED AT PARCEL #18-07503-000 TO THE CITY OF BENTONVILLE, ARKANSAS, BENTON COUNTY ARKANSAS (VAC26-0008).

WHEREAS, a petition was filed by *Jac's Cattle Ranch, LLC*, with the City Council of the City of Bentonville, Arkansas, asking the City Council to vacate a utility easement located in the City of Bentonville, Benton County, Arkansas, which portion is more particularly described as follows:

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, 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 utility 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 a utility easement designated 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.

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

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

_____
MALORIE MARRS, City Clerk and Recorder for the City of Bentonville, Arkansas

_____
STEPHANIE ORMAN, Mayor City of Bentonville, Arkansas

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	3/10/2026	**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 (VAC26-0010)
Action Recommendation & Justification:	Approve a Resolution to set a Public Hearing for March 31, 2026 for a Utility Easement Vacation located at Lot 1, Block 9 of Dogwood Place Subdivision (VAC26-0010).
Additional Comments for Consideration (Optional):	
Amount for Approval:	$ 0

Budget Impact

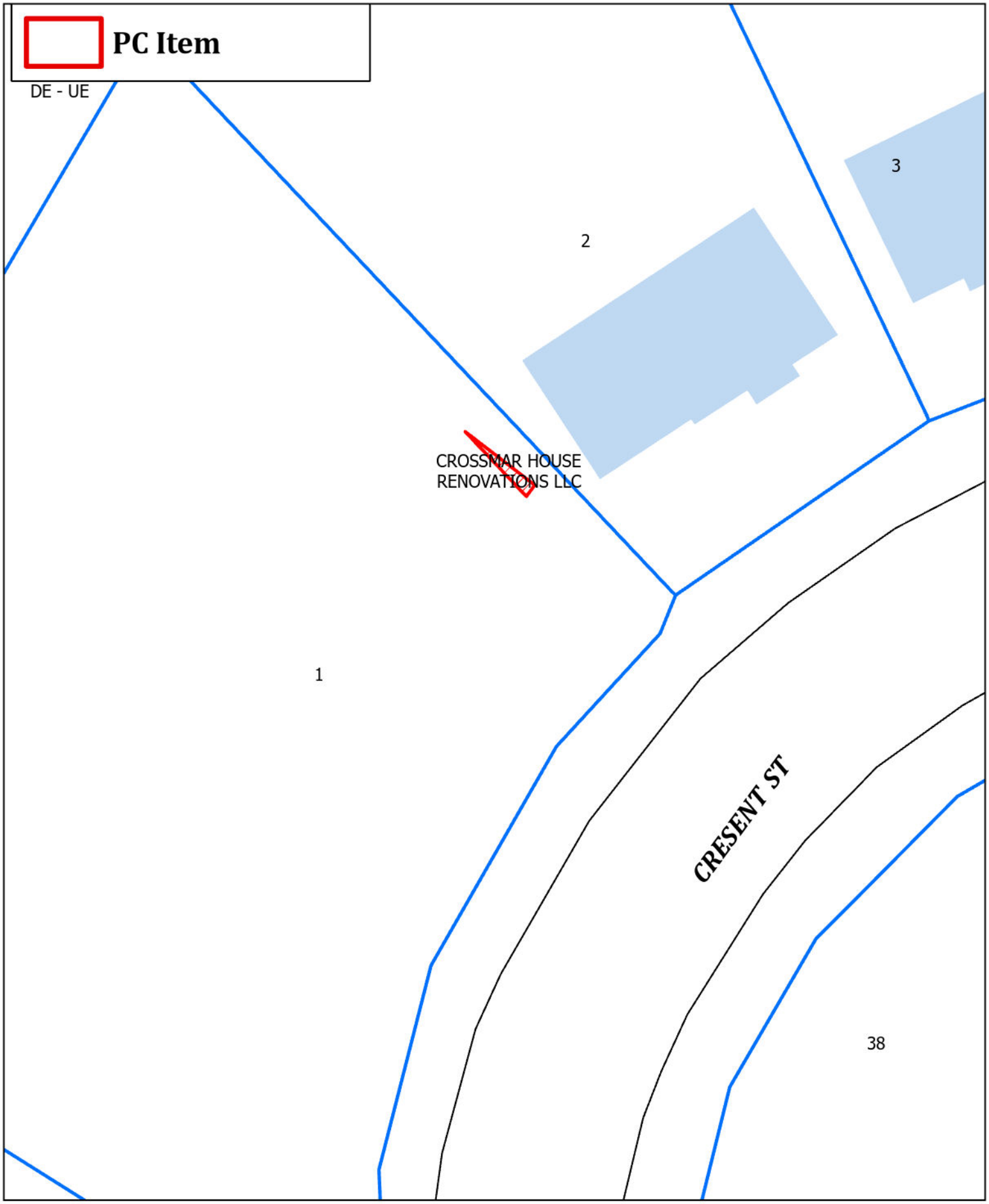
Is this Item Budgeted? ☐ YES ☐ NO ☐ ITEM HAS NO COST ☐ OTHER:_____

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

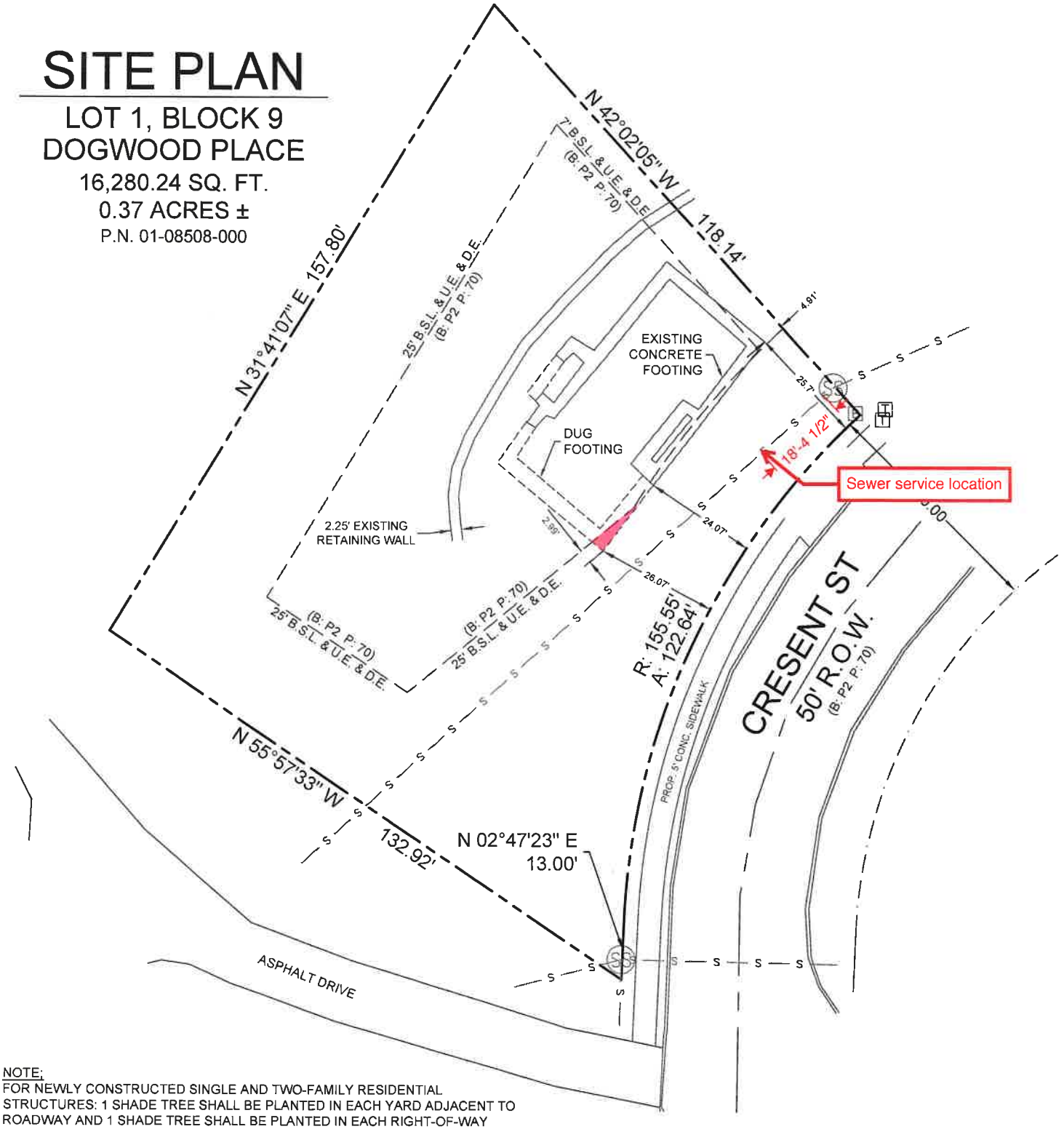
VAC26-0010
CROSSMAR HOUSE RENOVATIONS LLC
1401 CRESENT ST

THE CITY OF B BENTONVILLE

SITE PLAN

LOT 1, BLOCK 9
DOGWOOD PLACE

16,280.24 SQ. FT.
0.37 ACRES ±
P.N. 01-08508-000



NOTE;
FOR NEWLY CONSTRUCTED SINGLE AND TWO-FAMILY RESIDENTIAL STRUCTURES: 1 SHADE TREE SHALL BE PLANTED IN EACH YARD ADJACENT TO ROADWAY AND 1 SHADE TREE SHALL BE PLANTED IN EACH RIGHT-OF-WAY ADJACENT TO ROADWAY. ALL PROPOSED TREES SHALL BE A MINIMUM OF 5 FEET FROM ALL PUBLIC UTILITIES.

DRAWN: ASG
CHECKED: RJC
DATE: 12/18/2025
SCALE: 1" = 30"
JOB No. 23-110PP-2

LEGEND

- WM — WATER METER
- SS — SANITARY/SEWER MANHOLE
- E — ELECTRIC RISER
- T — TELEPHONE RISER
- PROPERTY LINE
- RIGHT-OF-WAY
- CENTERLINE
- EASEMENT & SETBACK
- S — S — S — 8" PVC SANITARY/SEWER

0 30 60 90

CASTER & ASSOCIATES
LAND SURVEYING, INC.
2715 SE "I" Street, Suit 5
Bentonville, AR 72712
(479) 268-4464

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 Crossmar House Renovations, LLC requesting a utility easement vacation (VAC26-0010) within the City of Bentonville, Arkansas be vacated, which said utility easement is described as follows:

EASEMENT VACATION AREA "A" - DESCRIPTION:

A PART OF A UTILITY AND DRAINAGE EASEMENT, LYING IN LOT 1, BLOCK 9, DOGWOOD PLACE SUBDIVISION, IN THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT BOOK "P-2" AT PAGE 70 OF THE BENTON COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE S 42°02'05" E A DISTANCE OF 79.09 FEET; THENCE S 47°57'55" W A DISTANCE OF 7.00 FEET TO THE POINT OF BEGINNING; THENCE S 50°54'42" E A DISTANCE OF 13.59 FEET; THENCE S 37°50'51" W A DISTANCE OF 2.13 FEET; THENCE N 42°02'05" W A DISTANCE OF 13.80 FEET TO THE POINT OF BEGINNING, WITH AN AREA OF 14.47 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 31, 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:	3/10/2026	**Submitted By:**	Creek Wenger-Maintenance Manager
Phone:	479-271-3109	**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 Approving the Purchase Two (2) Husqvarna Robotic Mowers
Action Recommendation & Justification:	A Resolution authorizing the Mayor and City Clerk to enter into an agreement with Turf and Soil Management to purchase two Husqvarna Robotic Mowers in the total amount of $49,391.56. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	This is a 2026 budgeted item. These units are essential to maintain service levels, reduce labor, ensure timely field preparation, and improve consistency and quality of the fields. This purchase is made from cooperative contract through TIPS Contract #24010401 which has been reviewed by Purchasing for compliance. See attached memo.
Amount for Approval:	**$** 49,361.56

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):

Budgeted in account 105030-47410 in the amount of $44,000. The difference in cost will be funded by savings on other capital items within this account.

Memo

To: City Council, Mayor Orman

Thru: David Wright, Parks and Recreation Director

From: Creek Wenger, Parks and Recreation Maintenance Manager

Date: February 9, 2026

Re: Council approval of a resolution authoring the Mayor enter into an agreement with Turf and Soil Management to purchase two Husqvarna Robotic Mowers in the total amount of $49,391.56 through TIPS Contract #24010401.

Council approval of a resolution authoring the Mayor enter into an agreement with Turf and Soil Management to purchase two Husqvarna Robotic Mowers in the total amount of $49,391.56 through TIPS Contract #24010401. This is a 2026 budgeted item**.**

The mowers will maintain common turf areas at the sports field complexes, allowing Parks Maintenance staff to reallocate labor hours toward field-specific maintenance and preparation without compromising field aesthetics or established standards.

The Husqvarna Robotic Mowers feature EPOS™ satellite-based, wire-free technology, GPS-guided navigation, and a randomized cutting pattern for even, high-quality mowing. They are designed for complex terrain, including slopes up to 70%, and include anti-theft alarms, weather resistance, quiet operation, and remote management via the Automower® Connect App.

Fully autonomous operation reduces labor and saves time, promotes healthier turf, and is eco-friendly due to battery-powered, emission-free operation. Approval of this purchase will increase efficiency, optimize staff resources, and ensure consistent, high-quality field conditions.

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: March 2, 2026

SUBJECT: Parks and Recreation Department Turf and Soil Management

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The Purchasing and Compliance Department has reviewed the documentation provided by the Parks and Recreation Department for the purchase of 2 (two) Husqvarna Robotic Mowers in the total amount of $49,391.56 under TIPS Contract # 24010401.

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

Turf Equipment Quotation

Invoice to:
City of Bentonville
Chris Flores
401 NE Moberly Ln., Bentonville Ar 72712
Phone #:479-271-3109
Email:cflores@bentonvillear.com

Ship to:
City of Bentonville
Chris Flores
401 NE Moberly Ln., Bentonville Ar 72712
Phone #:479-271-3109
Email:cflores@bentonvillear.com

Equipment…
Products…
Service…

Date: 1/27/2026

Turf and Soil Management, LLC
1209 S. Parkway Drive
Alvarado, Texas 76009
(817)854-1210
www.turfandsoil.net

Chris Koulovatos
Territory Manager
T&S Management, LLC
405-668-4772
chrisk@turfandsoil.net

Qty	Manufacturer	Model	Description	Price Each	Total
1	**Husqvarna**	970749905	CEORA 546 EPOS W/ BRUSH US,CA	$24,950.00	$24,950.00
1	**Husqvarna**	970614405	CEORA RZ 43L, CUTTING DECK	$10,100.00	$10,100.00
1	**Husqvarna**	970468105	CHARGING STATION CEORA CS4	$2,350.00	$2,350.00
1	**Husqvarna**	970656705	550 AUTOMOWER	$5,299.00	$5,299.00
1	**Husqvarna**	970468205	EPOS REFERENCE	$1,000.00	$1,000.00
3	**Husqvarna**	536930910	CEORA Low Cut Disc	$180.00	$540.00
1	**Husqvarna**	599805312	Blade Set Automower Enhanced HSS 300 pcs	$1,000.00	$1,000.00

Setup					
1	T&S	103	New Equipment Setup Fee (550H) - Onboarding and 2 Followup Site Visits	$1,000.00	$1,000.00
1	T&S	103	New Equipment Setup Fee (Ceora) - Onboarding and 2 Followup Site Visits	$1,500.00	$1,500.00
Recurring Monitoring Fee - (Pro-rated and term each calendar year)					
1	T&S	100	Multiple Unit - Annual Health Monitoring Fee/Recurring Charged Annually	$500.00	$500.00
Installation Fees					
8	T&S	100	*Installation Labor/Hour	$140.32	$1,122.56
			**Excludes Site Contruction and Infrastructure Needs*		

Quote Summary	
Sub Total Products	$45,239.00
Sub Total Setup Fees	$2,500.00
Sub Total Monitoring Fees (First Year - Pro-Rated)	$500.00
Sub Total Installation Fees	$1,122.56
Final Proposal Sub Total	$49,361.56
Sales Tax (8.25%)	Exempt
Final Proposal Total	$49,361.56

GENERAL CONDITIONS/ PARTIES/CONTRACT ACCEPTANCE:

As used herein Buyer shall be defined to be the Purchaser described on the first page of this Agreement/Invoice. Seller shall be defined to mean Turf and Soil Management, LLC. Any written or oral purchase order received by Seller from Buyer shall be construed as a written acceptance of Seller's offer to sell and shall be billed in accordance with the terms and conditions of Sale set forth herein. Seller's acceptance of this order is expressly conditioned on Buyer's consent to the terms and conditions of Sale contained herein. The terms and conditions of Sale contained herein shall prevail over any conflicting or different terms in Buyer's oral or written purchase order unless Buyer notifies Seller in writing of its objections within ten (10) days of receipt of Seller's acknowledgment. Buyer's standard terms of purchase will not be considered a counter offer to Seller's terms and conditions of Sale. The failure of Seller to object to any provisions and conflict herewith, further contained on Buyer's purchase order or otherwise, shall not be construed as a waiver of the provisions hereof nor an acceptance thereof.

All quotations are made for prompt acceptance and any terms quoted are subject to change without notice after thirty (30) days from the quotation unless otherwise noted on the quotation. Any quotation for any product or services is made subject to prior Sale. All prices quoted, shown or invoiced are in U.S. Dollars and are FOB Seller's point of shipment. Any cost for banking charges resulting from electronic funds transfers or similar such charges as a result of Buyer's choice of method of payment shall be borne and paid for by Buyer. All amounts due to Seller from Buyer are payable in Alvarado, Johnson County, Texas and shall be due net thirty (30) days from date of invoice, unless otherwise stated. Buyer agrees that any past due amount shall bear interest from due date until paid at the lesser amount of 18% per annum or the maximum non-usurious rate of interest permitted by applicable laws in effect, from time to time.

Seller shall use every effort, as conditions permit, to make shipment as scheduled. However, Seller shall not be responsible for any loss or damage to Buyer resulting from deviations in the shipping schedule, whether due to Acts of God, orders bearing priority ratings established pursuant to law, differences with workmen, local labor shortages, shortages of product sources or failure of raw materials, supplies, fuel, power or transportation, breakdown of equipment or any other causes beyond Seller's reasonable control or any such other cause not expressly enumerated herein, which is out of Seller's reasonable control. Seller shall have such additional time as required to perform as may be reasonably necessary under the circumstances and shall have the right to apportion products among its customers in such a manner as Seller, in its sole discretion, may consider to be equitable. In no event shall Seller be liable for any consequential damages or labor costs resulting from failure or delay in shipment. If the product being provided to Buyer requires drawings, procedures, standards or other material for approval, shipping schedules will be calculated from the time such approvals are received by Seller. Any inspections or testing required may affect product production and/or delay shipment accordingly.

In consideration of the purchase of the goods hereunder, Buyer assumes all risks inherent in the operation and use of such goods or equipment and releases Seller from any claim for bodily injury (including death) resulting therefrom or damage to Buyer's property resulting from or arising in connection with Buyer's use or possession of the goods purchased. Buyer further agrees to assume the entire liability for, defense of and to pay, indemnify and hold Seller harmless from any and all claims for damage to property or bodily injury (including death) resulting from the use, operation of or possession of such goods or equipment, whether or not it be held or claimed that such damage or injury resulted, in whole or in part, from Seller's negligence, from the defective conditions of such goods being purchased, strict liability or otherwise.

Customer Acceptance

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Pricing: Product Quoted from TIPS Contract # 24010401

Name

Taxes: Tax Exempt

Delivery: 60 Days ARO

Title

Payment Terms: Net 30 Days ARO

Date

Warranty: Manufacturers' Stated

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH TURF AND SOIL MANAGEMENT, IN THE AMOUNT OF FORTY-NINE THOUSAND THREE HUNDRED SIXTY-ONE DOLLARS AND FIFTY-SIX CENTS ($49,361.56), TO PURCHASE TWO (2) ROBOTIC MOWERS FOR THE BENTONVILLE PARKS AND RECREATION DEPARTMENT; AND FOR OTHER PURPOSES.

WHEREAS, Turf and Soil Management was selected from a cooperative purchasing agreement through TIPS, contract No. 24010401;

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 Turf and Soil Management, in the amount of forty-nine thousand three hundred sixty-one dollars and fifty-six cents ($49,361.56), for two (2) Husqvarna robotic mowers for the parks department;

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

Section 3 - Repeal of Conflicting 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:	3/10/2026	**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 Approving a Nuvonic - UV System for the Bentonville Community Center Competition Pool
Action Recommendation & Justification:	A Resolution authorizing the Mayor and Clerk to enter into a purchasing agreement with Bluewater CAS for the purchase and installation of an UV system for the Bentonville Community Center competition pool, in the amount of $43,526.28. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	This is a 2026 budgeted item. The acquisition of this Nuvonic I-1000+ inline medium pressure UV system is essential to supporting continued innovation and safety for our pools and patrons. This investment will provide our team with modern equipment that will kill or deactivate bacteria, viruses, and parasites in our pools. It will be purchased through participation with TIPS # 230903 which has been verified by Purchasing for compliance.
Amount for Approval:	**$** 43,526.28

Budget Impact

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

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

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

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

Budget Impact Notes for Consideration (Optional):

Memo

To: City Council, Mayor Orman

Thru: David Wright, Parks and Recreation Director

From: Creek Wenger, Parks and Recreation Maintenance Manager

Date: February 18, 2026

Re: A resolution authorizing the Mayor and Clerk to enter into a purchasing agreement with Bluewater CAS for the purchase and installation of a Nuvonic I- 1000 + inline medium pressure UV system for the Bentonville Community Center competition pool. It will be purchased through participation with TIPS # 230903, in the amount of $43,526.28

A resolution authorizing the Mayor and Clerk to enter into a purchasing agreement with Bluewater CAS for the purchase and installation of a Nuvonic I-1000 + inline medium pressure UV system for the Bentonville Community Center competition pool. It will be purchased through participation with TIPS #230903, in the amount of $43,526.28. This is a 2026 budgeted item.

The acquisition of this UV system is essential to supporting continued innovation and safety for our pools and patrons. UV equipment is the most modern technology used to provide clean pool water. This equipment kills or deactivates bacteria, viruses, and parasites in pools. The current equipment has reached its normal lifetime and should be replaced.

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: March 2, 2026

SUBJECT: Parks and Recreation Department Bluewater CAS

The Purchasing and Compliance Department has reviewed the documentation provided by the Parks and Recreation Department for the purchase and installation of one (1) Nuvonic I-1000+ inline medium pressure system for the Bentonville Community Center competition pool through TIPS contract # 230903 in the amount of $43,526.28.

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 and is allowed pursuant to Arkansas State Statute 19-61-802.

Please feel free to contact me with any questions.

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

The Interlocal Purchasing System
Purchasing Made Personal

AWARDED VENDOR

Printed 3 February 2026

www.bluewatercas.com

Bluewater CAS

EMAIL PO & VENDOR QUOTE TO: TIPSPO@TIPS-USA.COM PO AND QUOTE MUST REFERENCE VENDOR TIPS CONTRACT NUMBER ATTACH PO AS A PDF - ONLY ONE PO (WITH QUOTE) PER ATTACHMENT

PAYMENT TO		TIPS CONTACT	
ADDRESS	6001 Murray St	NAME	Charlie Martin
CITY	Little Rock	PHONE	(866) 839-8477
STATE	AR	FAX	(866) 839-8472
ZIP	72209	EMAIL	tips@tips-usa.com

DISADVANTAGED/MINORITY/WOMAN BUSINESS ENTERPRISE: N HUB: N

SERVING STATES

TX | AR | LA | OK | MO | AL | TN | CO

Overview

Bluewater CAS is a Commercial Aquatics supplier based in Little Rock, AR. We provide swimming pool chemicals, filtration equipment, pumps, motors, UV Disinfection systems, and deck equipment. We are an authorized Accu-Tab specialist to waterparks and municipalities in many areas around the US. We are a certified Paddock Industries dealer and supply filtration systems, vacuum sand filtration, regenerative DE systems, stainless steel gutters and equipment. In addition to these two product lines, we are also a dealer of Nuvonic UV systems (formerly Aquionics) and provide sales, installation, training, and support for these items. We sell and maintain Chemtrol chemical controllers from Santa Barbara Controls.

Bluewater CAS also specializes in mechanical room remodeling and pool repair. Filter media changes on any size systems are also well within our scope.

Lastly, we are a chemical distributor with access to a variety of chemicals including but not limited to: Calcium Hypochlorite, Sodium Hypochlorite, Sodium Bicarbonate, Sodium Carbonate, Sodium Bisulfate, Trichlor, and all other chemicals required for pool maintenance.

AWARDED CONTRACTS "View EDGAR Doc" on Website

Contract	Comodity	Exp Date	EDGAR
230903	Industrial and Facility Equipment, Chemicals, Supplies, and	11/30/2026	See EDGAR Certification Doc.

CONTACTS BY CONTRACTS

230903

Phil Helms	Manager	(501) 944-0586	phil@bluewatercas.com
Chock Walden	Manager	(501) 812-0011	chock@bluewatercas.com

Bluewater CAS

6001 Murray St
Little Rock, AR 72209-8525 US
info@bluewatercas.com
www.bluewatercas.com

Estimate

ADDRESS
Bentonville Parks & Recreation
Bentonville Parks & Recreation
215 SW A StreetAttn Chris Kester
Bentonville, AR 72712

SHIP TO
Bentonville Parks & Recreation
Bentonville Parks & Recreation
1101 SW Citizens Cir
Bentonville, AR 72712

ESTIMATE 1007
DATE 01/15/2026

DATE		DESCRIPTION	QTY	RATE	AMOUNT
02/05/2026	Nuvonic - UV Swim I 1000+	Aquionics I-1000+ UV System Validated, inline medium pressure UV for Leisure Pool Includes chamber, cabinet, plumbing, installation, & all materials. To replace existing ETS systems Includes all electrical updates to hook up cabinet.	1	43,745.00	43,745.00T
02/05/2026	TIPS Discount	TIPS Discount (TIPS # 230903) (Comodity: Equipment, Chemicals, Supplies and Service)	1	-4,374.50	-4,374.50T

SUBTOTAL	39,370.50
TAX	4,155.78
TOTAL	**$43,526.28**

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH BLUEWATER CAS, IN THE AMOUNT OF FORTY-THREE THOUSAND FIVE HUNDRED TWENTY-SIX DOLLARS AND TWENTY-EIGHT CENTS ($43,526.28), FOR THE PURCHASE AND INSTALLATION OF A UV SYSTEM FOR THE BENTONVILLE COMMUNITY CENTER COMPETITION POOL; AND FOR OTHER PURPOSES.

WHEREAS, Bluewater CAS was selected from a cooperative purchasing agreement through TIPS, contract No. 230903;

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 Bluewater CAS, in the amount of forty-three thousand five hundred twenty-six dollars and twenty-eight cents ($43,526.28), for a Nuvonic I-1000+ inline medium pressure UV system for the Bentonville Community Center competition pool;

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:	2/10/2026	**Submitted By:**	David Wright
Phone:	479.271.6813	**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 ☐ Appointment

Title, Recommendation & Justification

Title:	Resolution Accepting a Grant from Walton Family Foundation for Parks & Recreation Positions
Action Recommendation & Justification:	A Resolution authorizing the Mayor and Clerk to enter into a grant agreement with the Walton Family Foundation, in the amount of $1,408,730.00, to fund five (5) new positions for Parks and Recreation through December 31, 2028. A budget adjustment is needed.
Additional Comments for Consideration (Optional):	The budget adjustment to fund the positions is on the following page.
Amount for Approval:	**$** 1,408,730.00

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):

Budget Adjustment - 5 Grant Funded Positions for Parks

Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
105030-33810	Local Grants		1,408,730.00
105030-41010	Full Time Salaries/Wages	822,426.28	
105030-41420	Misc Add Pay	32,500.00	
105030-41410	Holiday/Service Awards	2,500.00	
105030-41910	Cell Phone Allowance	7,475.00	
105030-41940	Vehicle Allowance	58,507.80	
105030-41510	FICA and Medicare Expense	70,640.79	
105030-41810	Retirement - APERS	141,466.27	
105030-41710	Health Insurance	172,964.70	
105030-41740	Dental Insurance	11,979.90	
105030-41750	Vision Insurance	577.10	
105030-41712	HSA Contribution	24,166.67	
105030-41720	Long Term Disability	1,465.95	
105030-42520	Minor Equipment - Computers	28,080.00	
105030-43310	Technical/Data Processing	14,310.00	
105030-42830	Miscellaneous Expense	19,669.54	
	Total	**1,408,730.00**	**1,408,730.00**

Memo

To: City Council Members and Mayor Orman
From: David Wright, Parks and Recreation Director
Date: January 28, 2026
Re: Accepting Grant for New Positions

Approximately 18 months ago, Finance and Parks began meeting with the Walton Foundation and Trailblazers about staffing. As the community grows and the city responds, these organizations recognize the impact on the Parks system, the City's Budget, and current city personnel. Additionally, around the same time, the Trailblazers made a large organizational shift and eliminated several positions. When they eliminated these positions, our citizens were impacted. We lost project managers who oversee design projects, communication directors to inform the public about projects and advise regarding detours.

Not all of the reorganization is negative in the long term. Together we have streamlined operations to avoid duplication resulting in a more efficient partnership. There were times in the past we learned we were both working on same project. Moving forward, these projects will be streamlined and will flow through the City. This is much more appropriate for projects on city infrastructure.

This grant will fill the gaps caused by city growth, the desire to build out city infrastructure and unintended consequences caused by the reorganization of the Trailblazers. Five positions created by this grant will provide the city with the necessary manpower to manage projects, inform the public and track funding, while fitting into our current structure. This grant will cover all costs for these positions beginning July 1, 2026 and continuing until December 31, 2028. There will be no impact to the City Budget from these positions until at least the 2029 budget.

The breakdown of the cost of these positions is $1,346,671 for the next 2.5 years – including salary + benefits + vehicle costs. City IT Department has provided an equipment + software cost of $42,390. This total of $1,389,061 leaving us approximately $20,000 in contingency in unknown costs.

One of the benefits of the marketing and communications positions is the increased capacity to increase revenue. I am certain that with a person who can focus on sponsorship sales, we will be able to increase sponsorship revenue significantly moving forward. While the Bentonville Half Marathon has a loyal group of sponsors, we know

we can increase revenue with each of our 5k / 10k events, the 4th July and most significantly the Square to Square. Square to Square is the 2nd largest cycling event in Arkansas and are sponsorship sales are significantly below where they should be. This potential increase in revenue is not included in the already planned $1.9MM increased revenue we intend to produce by 2028. Main point, there is a plan to produce the revenue to cover the costs of the positions long-term.

Again, this grant funds these positions for 2.5 years with the intent the positions will begin around July 1, 2026. Below is the list of positions with an abbreviated description of job duties included in the grant:

Parks and Recreation Business Manger

This position, reporting to the Director, will function as part of the leadership team and will oversee all financials of the department. This includes:

- $6.5MM+ in annual recreation revenue,
- Grant Revenue (currently more than $100MM), writing and reporting,
- Annual budget preparation assistance, tracking and reporting
- Capital budget preparation assistance, tracking and reporting
- Creates and reviews purchase requisitions, purchase orders, invoices for division level and department level purchases.
- Works closely with Finance and Legal for the creation of service agreements for all divisions for the department.

Parks and Trails Planning and Construction Manager

This position, reporting to the Deputy Director, will function as part of the leadership team and will oversee all park planning and construction projects for the department. This currently is 49 projects valued at more than This includes:

- Manages a team who oversees all park and trail development, capital improvements or necessary work to ensure parks and trails in Bentonville remain high-quality amenities.
- Designs low impact projects in an effort to save the City funds from hiring a design firm (ex: sidewalk repair or ADA curbcuts)
- Oversees public park and trail designs to ensure the most efficient design techniques are being used to allow the City to best utilize public funds.
- Under direction from Director and Deputy Director, establishes long range capital plan, annual operating and capital budgets for the department.
- Plans and directs annual work plans ensuring projects are planned and completed in a timely manner.
- Works with Purchasing and Finance to oversee the bidding process from completion of plans, bid awards, pre-construction and into construction.
- Ensures Park and Recreation is represented in City Review process for Right of Way projects.

Project Manager

This position, reporting to the Planning and Construction Manager, will oversee all park and trail planning and construction projects for the department. This currently is 49 projects valued at more than This includes:

- Under supervision of Project Manager and Parks Planner, the Project Manager will develop and manage capital improvement and maintenance projects for park facilities.
- Leads planning, organization and coordination of construction for capital and maintenance projects.
- Manages City Review process to ensure Connect Bentonville Plan is constructed alongside development projects.
- Prepares construction specifications, bidding documents, contractors and change orders.
- Conducts frequent field inspections to collect data, verify existing / actual conditions and monitor conformance with plans and specifications.
- Conducts periodic inspections of facilities. Communications with other department / city staff as appropriate to initiate required corrective action.

Marketing and Communications Manager

This position, reporting to the Deputy Director, will function as part of the leadership team and will oversee all marketing, promotional, sponsorships, and communications for the department.

- Maintains and coordinates all department public information and communication regarding parks and trails facilities, recreation programs, special events, festivals and other quality of life recreation programs for Bentonville Parks and Recreation
- Creates and manages communication plans for new construction projects, trail detours / closings and maintenance projects. This includes constant communication regarding trail conditions during inclement weather and information regarding detours and best routes.
- Maintains and coordinates all department social media information and content in a manner that promotes our local and regional trail system and encourages residents and visitors to utilize our system that is safe, respectful, and fun for everyone.
- Planning, creating and managing the marketing and business development budget(s) including prioritizing the highest and best return on investment channels
- Managing and updating the department's website(s).
- Works with Recreation Staff to promotes large events such as Bentonville Half Marathon, Square to Square, 4th July Celebration and other festivals and events by promoting events, selling sponsorships serving and sponsorship coordinator during these events.

Marketing and Communications Specialist

This position, reporting to the Marketing and Communications Manager, will create graphics, maps, signage and promotional materials for the department.

- Under general direction, work within Bentonville's guidelines to design print materials, merchandise, citywide and regional marketing materials, signage and other collateral for various divisions of the Parks and Recreation Department.

- Designs materials to support parks and trails infrastructure projects by informing the public of projects, parks and trail closures, detours and other relevant information critical to the success of the department and the City.
- Design materials to support large events including the Bentonville Half Marathon, 4th of July and Square to Square.
- Assist with event promotion, sponsorship sales and coordination during events.
- Works with marketing and events teams to update websites and promote events to encourage participation.
- Ensures consistency of all promotion materials.
- Create original art and illustrations
- Maintains digital medial library for marketing assets.

If you have any questions, regarding this item, please contact me at 271.6813, or email dwright@bentonvillear.com.

Attachments:
Grant Agreement from Walton Family Foundation

WALTON FAMILY
FOUNDATION

January 09, 2025

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

RE: Grant 00113101

Dear Mayor Orman,

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

As we support efforts to improve education, protect our rivers and oceans and the livelihoods they support, and promote quality of life in our Home Region, we look to groups like yours. I am pleased to inform you that your grant request has been approved in the amount of $1,408,730.00 to support development, operations, and maintenance of public recreation parks and trails. The attached grant agreement outlines the details.

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

Sincerely,

Stephanie Cornell
Executive Director

Grant Agreement

January 09, 2025

Grant 00113101

The Walton Family Foundation, Inc. (“Foundation”) has approved a grant in the amount of $1,408,730.00 to City of Bentonville (“Grantee” or “City”). The project term will be February 16, 2026 to January 31, 2029. This grant is subject to the following terms and conditions:

1. **Purpose:** The purpose of the grant is to support development, operations, and maintenance of public recreation parks and trails as more fully described in Appendix A. Grantee agrees to use all grant funds exclusively for the grant’s purposes. Any changes in these purposes must be authorized in advance by the Foundation in writing.

2. **Amount: $1,408,730.00 USD**

   Grant payments will be made as follows:

Installment	Amount	Requirement	Date
1	$571,714.00	Signed Grant Agreement	On or around March 02, 2026
2	$552,486.00	Approval of Progress Report	On or around September 01, 2026
3	$284,530.00	Approval of Progress Report	On or around October 01, 2027

3. **Payable:** The initial installment of $571,714.00 shall be initiated upon receipt of this completed letter from the Grantee acknowledging the terms and conditions set forth herein and completion of any other requirements referenced in the payment schedule above. Grantee should receive the initial installment electronically within 14 business days of completion.

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

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

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

Report Type	Report Date
Progress Report	August 01, 2026
Progress Report	October 01, 2027
Final Report	January 31, 2029

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

All reports will be submitted electronically using the Foundation's online grants management system. Any questions regarding this process should be addressed to your contact listed in the Contacts paragraph of this document, or by emailing smartsimplehelp@wffmail.com. Please reference Grant 00113101 on all communication.

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

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

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

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

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

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

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

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

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

10. **Gratuities:** The Foundation desires that all of Grantee's resources be dedicated to accomplishing its philanthropic purposes. Therefore, Grantee agrees that it will not furnish the Foundation or its Board of Directors, officers, staff or affiliates with any type of benefit related to this grant including tickets, tables, memberships, commemorative items, recognition items, or any other benefit or gratuity of any kind.

11. **Contact:** For all communications regarding this grant, please contact the Foundation by email at HomeRegion@wffmail.com. Please reference Grant 00113101 in your communication.

By electronically signing this agreement, the Grantee acknowledges and agrees to the terms and conditions herein. A copy of the completed document will be emailed to the Grantee through DocuSign. If the electronic signing of this letter is not completed by February 19, 2025, the Foundation will consider the Grantee to have declined the grant.

Walton Family Foundation, Inc.

By:

Christie Yang
Secretary and General Counsel

City of Bentonville

By:

Stephanie Orman
Mayor

Appendix A: City of Bentonville

Description of Grant Project: The purpose of this grant is to support development, operations, and maintenance of public recreation parks and trails.

Grant funds will be used to build capacity within the City of Bentonville Parks and Recreation department to better achieve outcomes around park and trail development, operations and maintenance by adding five new staff positions.

Key deliverables over the grant term include:

- capital improvement management tracking system;
- improved grant reporting;
- improved public communications and outreach;
- increased and diversified revenue sources supports Parks and Trails.

Performance Measures

Goal: Build capacity within Parks and Rec Department to deliver on its mission.			
Outputs And Outcomes			
Category	**Who will do what and how much?**	**By when?**	**Measured or evaluated by?**
Output	Five (5) new positions, including a Business Manager, Planning & Construction Manager, Project Manager - Parks & Trails, Marketing & Communications Manager, and Marketing & Communications Specialist - will join the Parks and Recreation Team and help develop a plan to guide work for the first twelve months.	06/05/2026	Copies of Individual Work Plans
Output	City of Bentonville Parks and Recreation will generate annual reports highlighting accomplishments of each position and how they increased capacity of the department overall.	01/29/2027	Annual Reports provided by the end of January, following the completion of each grant year.
Output	City of Bentonville Parks and Recreation will adopt a new system to track and manage capital improvement projects.	01/29/2027	Measurement framework and baseline results.
Output	City of Bentonville Parks and Recreation will submit ≥90% of required reports for all WFF grants on or before deadline.	01/26/2029	WFF grant software records
Output	City of Bentonville Parks and Recreation will engage at least 1000 residents to understand their needs and perspectives and inform the development of its new Parks & Recreation Master Plan.	12/31/2027	Summary of public input and how it was integrated into the plan
Output	City of Bentonville Parks and Recreation will conduct preventive maintenance inspections on ≥90% of park and trail assets and take appropriate corrective actions.	01/26/2029	Preventive maintenance logs

Outcome	≥85% of surveyed residents will agree that Bentonville parks and trails are well-maintained, safe, and accessible, and ≥80% of surveyed residents will report that they are satisfied with the responsiveness of Parks and Recreation to community needs and concerns.	01/26/2029	Resident survey results
Outcome	City of Bentonville Parks and Recreation will meet at least 75% of its capital project milestones on time and will remain within ≤5% budget variance on all of its capital projects.	01/26/2029	Project plans, budget reports, and milestone completion logs, delivered annually in progress reports
Outcome	City of Bentonville Parks and Recreation will secure at least 25% of the fundraising target for the future trail maintenance endowment.	01/26/2029	Fundraising reports; financial commitments secured
Outcome	City of Bentonville Parks and Recreation will maintain or grow departmental revenue from events/sponsorships above $6.5M.	01/26/2029	Department Financial Reports

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ACCEPT A GRANT FROM THE WALTON FAMILY FOUNDATION, IN THE AMOUNT OF ONE MILLION FOUR HUNDRED EIGHT THOUSAND SEVEN HUNDRED THIRTY DOLLARS ($1,408,730.00), TO FUND FIVE (5) NEW POSITIONS FOR THE PARKS AND RECREATION DEPARTMENT; AMENDING THE 2026 BUDGET; AND FOR OTHER PURPOSES.

WHEREAS, the Bentonville Parks and Recreation Department requests approval to accept a grant from the Walton Family Foundation (WFF), in the amount of one million four hundred eight thousand seven hundred thirty dollars ($1,408,730.00);

WHEREAS, this grant will fund five (5) positions in the Parks and Recreation Department through 2028; and

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

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

Section 1: The Mayor and City Clerk are hereby authorized to enter into a grant agreement with the WFF, in the amount of one million four hundred eight thousand seven hundred thirty dollars ($1,408,730.00), to fund five (5) positions for the Bentonville Parks and Recreation Department;

Section 2: The 2026 Budget is hereby adjusted as follows:

Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
105030-33810	Local Grants		1,408,730.00
105030-41010	Full Time Salaries/Wages	822,426.28	
105030-41420	Misc Add Pay	32,500.00	
105030-41410	Holiday/Service Awards	2,500.00	
105030-41910	Cell Phone Allowance	7,475.00	
105030-41940	Vehicle Allowance	58,507.80	
105030-41510	FICA and Medicare Expense	70,640.79	
105030-41810	Retirement - APERS	141,466.27	
105030-41710	Health Insurance	172,964.70	
105030-41740	Dental Insurance	11,979.90	
105030-41750	Vision Insurance	577.10	
105030-41712	HSA Contribution	24,166.67	
105030-41720	Long Term Disability	1,465.95	
105030-42520	Minor Equipment - Computers	28,080.00	
105030-43310	Technical/Data Processing	14,310.00	
105030-42830	Miscellaneous Expense	19,669.54	

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

Section 4 - Repeal of Conflicting 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:	3/10/2026	**Submitted By:**	Machele Bowen
Phone:	479-271-3110	**For Department(s):**	Parks & Recreation
Email:	mbowen@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Ordinance Amending the City Pay Plan to Create Positions for Parks and Recreation
Action Recommendation & Justification:	An Ordinance amending the 2026 Pay Plan to add five positions for the Parks and Recreation Department. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	These positions are being added in accordance with a grant from the Alice Walton Foundation. Following the conclusion of the three year grant period (1-1-29), revenue funding will support three of the five positions originally funded by the grant. Business Manager grade 33, Parks and Trails Planning and Construction Manager grade 35, Marketing and Communications Manager grade 33, Marketing and Communications Specialist I,II,III grade 17,18,19, Project Manager grade 25.
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	$ 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):

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE 2026 PAY PLAN FOR THE CITY OF BENTONVILLE; ADDING FIVE (5) POSITIONS TO THE PARKS AND RECREATION DEPARTMENT; AND FOR OTHER PURPOSES.

WHEREAS, the Walton Family Foundation provided a grant to fund new positions for the Parks and Recreation Department; and

WHEREAS, a budget adjustment has previously been approved to accept and appropriate the funds.

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

Section 1: The Pay Plan for the City of Bentonville should be and is hereby amended to include the following:

Position Creation:

Add:	Business Manager	Grade 33
	Parks and Trails Planning and Construction Manager	Grade 35
	Marketing and Communications Manager	Grade 33
	Marketing and Communications Specialist I	Grade 17
	Marketing and Communications Specialist II	Grade 18
	Marketing and Communications Specialist III	Grade 19
	Project Manager	Grade 35

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 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:	3/10/2026	**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 East Parking Apron
Action Recommendation & Justification:	A Resolution to enter into Work Order 07 with Garver Engineers, in the amount of $86,800.00, for the VBT East Parking Apron project. A budget adjustment is needed.
Additional Comments for Consideration (Optional):	This Work Order 07 is for design and bidding services for the East Parking Apron Project which will be funded by BIL (Bipartisan Infrastructure Law) monies that were held for this purpose. The BIL money will come in the form of an FAA 95/5 grant and the 5% match will be paid by the ADA (Arkansas Division of Aeronautics).
Amount for Approval:	**$** 86,800.00

Budget Impact

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

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

101650-47390	Improv Other than Bldg/Proj	$ 86,800.00	$
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. 07
CITY OF BENTONVILLE
EAST PARKING APRON
DESIGN AND BIDDING SERVICES
Garver Project No. 23A13192

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 approximately 5,300 SY parking apron to provide additional parking for single engine, piston aircraft on the east side of the airfield as shown in Exhibit C-07.

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 A-07 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 Furnish Garver a current boundary survey with easements of record plotted for the project property.
- 1.2.6 Pay all plan review and advertising costs in connection with the project.
- 1.2.7 Provide legal, accounting, and insurance counseling services necessary for the project and such auditing services as Owner may require.
- 1.2.8 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 table below presents a summary of the fee amounts and fee types for this Work Order.

WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
Surveying Services	$5,800	LUMP SUM
Geotechnical Services	$8,000	LUMP SUM
90% Final Design	$42,100	LUMP SUM
100% Issued for Bid Documents	$20,100	LUMP SUM
Bidding Services	$8,000	LUMP SUM
Grant Closeout Services	$2,800	LUMP SUM
TOTAL FEE	$ 86,800.00	

The lump sum amount to be paid under this Work Order is **$86,800**. For informational purposes, a breakdown of Garver's estimated costs is included herein with approximate current hourly rates for each employee classification.

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 Exhibits are attached to and made a part of this Work Order:
- 3.1.1 Exhibit A-07 - Scope of Services
- 3.1.2 Exhibit B-07 - Manhour Tables
- 3.1.3 Exhibit C-07 - 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.

Approval and acceptance of this Work Order, including attachments listed in SECTION 3 – EXHIBITS, shall incorporate this document as a 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		**GARVER, LL** [redacted]	
By:	_____ *Signature*	By:	[redacted] *Signature*
Name:	_____ *Printed Name*	Name:	Blake Roberson, P.E. *Printed Name*
Title:	_____	Title:	Vice President
Date:	_____	Attest:	[redacted]
Attest:	_____		

EXHIBIT A-07
(SCOPE OF SERVICES)

Generally, the Scope of Services includes the following professional services for improvements to the East Apron at Bentonville Municipal Airport. Improvements will consist primarily of construction of an approximately 5,300 SY parking apron to accommodate parking for single engine, piston aircraft as shown in Exhibit C-07.

- Surveying Services
- Geotechnical Services
- Design Services
  - 90% Final Design
  - 100% Issued for Bid
- Bidding Services
- Grant Closeout Services

1. SURVEYING SERVICES

1.1. Design Surveys. Garver will provide field survey data from field work for designing the project, and this survey will be tied to the Owner's control network.

1.2. Garver will conduct field surveys, utilizing radial topography methods, at intervals and for distances at and/or along the project site as appropriate for modeling the existing ground, including locations of pertinent features or improvements. Buildings and other structures, airfield pavements, streets, drainage features, airfield lights and signs, fences, trees over eight inches in diameter, visible utilities as well as those underground utilities marked by their owners and/or representatives, and any other pertinent topographic features that may be present at and/or along the project site, will be located. Control points will be established for use during construction. All surveys shall be conducted during normal working hours.

1.3. Garver will assemble data obtained during the performance of the field surveys in an AutoCAD Civil3D base map drawing to be utilized for design of the project.

2. GEOTECHNICAL SERVICES

2.1. UES Professional Solutions 25, LLC, as a subconsultant to Garver, will be responsible for obtaining, interpreting, and evaluating geotechnical data necessary for the design of this project. The following is a summary of the geotechnical services provided under this Scope of Services.

2.2. Approximately six (6) borings will be taken within the limits of the proposed apron. Borings will be to a depth sufficient to determine the material properties of the natural subgrade, but shall be at least 10 feet deep. All Borings will be coordinated with the Owner prior to any work being performed. Geotechnical services will be completed during normal working hours.

3. DESIGN SERVICES

3.1. 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 the FAA office from which approval must be obtained.

3.2. 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.

3.3. Project Management Plan / Quality Control Procedures

3.3.1. 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.

3.3.2. 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, project engineers, and/or senior construction observers who are experienced in the relevant discipline and design elements under review. Weekly internal progress meetings will be held during all design phases to ensure adequate quality control throughout the design phases.

3.4. Environmental Coordination

3.4.1. Garver will develop a Small Site Stormwater Pollution Prevention Plan (SWPPP), including erosion control plans and details for the project. The DEQ standard SWPPP template will be used. Garver will also coordinate with DEQ for the issuance of one (1) Short-Term Activity Authorization (STAA). Permitting fees will be paid once and eligible for reimbursement. Additional STAA extensions and any other environmental permitting can be completed upon written amendment.

3.4.2. Garver coordinated and completed documentation for submission to FAA to receive environmental clearance for the project. Documentation included that required by the documented CATEX questionnaire of FAA SOP 5.1. The CATEX was approved by the FAA on January 5, 2024.

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

3.6. Construction Safety and Phasing Plan

3.6.1. 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.

3.6.2. After receiving comments from the meeting, Garver will develop a preliminary CSPP for the Owner's review prior to submission to the FAA. After incorporating Owner comments, the CSPP will be submitted to FAA for review through the OE/AAA website.

3.7. Existing Conditions Review

3.7.1. 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.

3.7.2. Site Visits: Garver's civil and electrical engineers will perform up to two (2) site visits to the project site to review existing conditions and evaluate survey and record document data.

3.8. Pavement Design: Garver will develop a fleet mix for the proposed project based on aircraft fleet data from the Traffic Flow Management System Counts (TFMSC), 5010 records, and FBO staff. Upon completion of the aircraft fleet mix, Garver will submit the fleet to the Owner for review. Upon approval by the Owner, Garver will use FAARFIELD and life cycle cost analysis methods to develop a recommendation for the most economical pavement design. Based on this analysis and discussions with the Owner, a pavement design for the project will be chosen.

3.9. 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) – II
- Aircraft Approach Category (AAC) – B
- Taxiway Design Group (TDG) – 2
- Critical Aircraft – Citation Sovereign / Falcon 7X

3.10. Modeling: Garver will develop preliminary vertical alignments based on the requirements of FAA AC 150/5300-13 (latest edition). Upon the completion of vertical alignments, assemblies will be developed based on the pavement design and corridors will be modeled for each apron alignment. Modeling will include all surface changes from centerline of corridor to tie into existing grade for the project site. At the completion of individual corridor developments, all corridors will be combined into a final grading surface. Modeling will be an iterative process to determine the most efficient design solution.

3.11. 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.

3.12. Airfield Electrical

3.12.1. Airfield Lighting and Signage: Garver will provide electrical engineering services to design the new lighting improvements on the project including but not limited to the following: taxiway edge lighting infrastructure and guidance signage.

3.13. Plan Set Development

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

Plan Set	Design Phase	
	90% Final	100% Issued for Bid
Cover Sheet	X	X
Sheet Index	X	X
General Notes	X	X
Project Layout Plan	X	X
Survey Control Plan	X	X
Construction Safety Plans	X	X
Construction Safety Details	X	X
Existing Conditions Plans	X	X
Erosion Control Plans	X	X
Erosion Control Details	X	X
Demolition Plans	X	X
Demolition Details	X	X
Drainage Plans	X	X
Drainage Details	X	X
Typical Sections	X	X
Paving Plans	X	X
Paving Details	X	X
Grading Plans	X	X
Grading Details	X	X
Pavement Marking Plans	X	X
Pavement Marking Details	X	X
Electrical Notes	X	X
Airfield Electrical Removal Plans	X	X
Airfield Electrical Installation Plans	X	X
Electrical Details	X	X
Cross Sections	X	X

3.14. Specifications and Contract Documents

3.14.1. 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.

3.14.2. 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.

3.15. 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.

3.16. 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.

3.16.1. Conceptual Planning Meeting

3.16.1.1. Garver will attend a conceptual meeting with the City's planning department to review the project scope and project schedule.

3.16.2. 90% Preliminary Design

3.16.2.1. Garver will develop 90% design plans and specifications and submit these to the Owner for review. It is anticipated that the Owner will review the design submission within two (2) weeks.

3.16.2.2. At the completion of the Owner review period, Garver will meet with the Owner to review the 90% design plans and specifications, and to receive Owner comments and direction. Garver will submit the preliminary plans and specifications to the FAA after incorporating any Owner comments.

3.16.3. 100% Issued for Bid (IFB): Garver will develop 100% IFB plans and specifications and submit these to the Owner for review. Garver will furnish plans and specifications to the Owner and FAA.

4. BIDDING SERVICES

4.1. 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, attend a pre-bid conference and receive and process deposits for Bidding Documents. The Owner will pay advertising costs outside of this contract.

4.2. 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.

4.3. 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, Contractor and FAA.

5. GRANT CLOSEOUT SERVICES

5.1. At the conclusion of design, Garver will assist the Owner with project closeout by providing a final project report which will include all necessary documents required for FAA grant closeout. In addition, Garver will prepare and assist the Owner in the application of a matching state grant.

6. PROJECT DELIVERABLES

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

- 90% Final Design Plans and Specifications to the Owner and FAA.
- 100% Issued for Bid Plans and Specifications to the Owner and FAA.
- Construction Contracts to the Owner, Contractor, and FAA.
  - Two hard copies to the Contractor
  - One copy to the FAA
- Other electronic files as requested.

7. ADDITIONAL SERVICES

7.1. 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.
- Deliverables beyond those listed herein.
- Design of any utility relocation.
- Engineering, architectural, or other professional services beyond those listed herein.
- Retaining walls or other significant structural design.
- Construction Administration Services, On-Site Construction Observation, and/or Construction Materials Testing.
- Environmental Handling and Documentation, including wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items beyond those 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.

8. SCHEDULE

8.1. 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-07

City of Bentonville
VBT East Parking Apron

Surveying Services

WORK TASK DESCRIPTION	E-5	E-3	E-2	E-1	S-5	S-4	2-Man Crew (Survey)
	hr	hr	hr	hr	hr	hr	hr
1. Surveys - Topographic							
Coordination and Administration		1			1		
Survey Layout Map					1		
Develop Survey Basemap and Existing Surface						3	
Review of Existing Control Points							2
Topographic Surveys							8
Data Processing/DTM Preparation				2		2	
Utility Coordination and Survey						1	2
QC Review of Survey Data				2			
Subtotal - Surveys - Topographic	**0**	**1**	**0**	**4**	**2**	**6**	**12**
Hours	**0**	**1**	**0**	**4**	**2**	**6**	**12**

SUBTOTAL - SALARIES:	**$5,724.00**
DIRECT NON-LABOR EXPENSES	
Document Printing/Reproduction/Assembly	$35.00
Survey Supplies	$28.00
Travel Costs (2 trips at 11 miles per trip)	$13.00
SUBTOTAL - DIRECT NON-LABOR EXPENSES:	**$76.00**
SUBTOTAL:	**$5,800.00**
TOTAL FEE:	**$5,800.00**

Exhibit B-07

City of Bentonville
VBT East Parking Apron

Geotechnical Services

WORK TASK DESCRIPTION	E-5	E-4	E-3	E-1	D-2	T-2	C-2
	hr	hr	hr	hr	hr	hr	hr
1. Civil Engineering							
Coordinate with Geotechnical Subconsultant				2		2	
Develop Geotechnical Subconsultant Agreement				2			
Develop Geotechnical Field Work Exhibits	1			1			
Geotechnical Report Review	1			2			
Subtotal - Civil Engineering	**2**	**0**	**0**	**7**	**0**	**2**	**0**
Hours	**2**	**0**	**0**	**7**	**0**	**2**	**0**

SUBTOTAL - SALARIES:	**$1,992.00**
DIRECT NON-LABOR EXPENSES	
Document Printing/Reproduction/Assembly	$8.00
SUBTOTAL - DIRECT NON-LABOR EXPENSES:	**$8.00**
SUBTOTAL:	**$2,000.00**
SUBCONSULTANTS FEE:	**$6,000.00**
TOTAL FEE:	**$8,000.00**

Exhibit B-07

City of Bentonville
VBT East Parking Apron

90% Final Design

WORK TASK DESCRIPTION	E-5	E-3	E-2	E-1	D-2	T-2	C-2
	hr	hr	hr	hr	hr	hr	hr
1. Project Administration							
Development of QC Plan				1		2	
Internal Kickoff Meeting		1		2		1	
Conceptual Planning Meeting				2		1	
Coordination with FAA		1		2		4	
Coordination with Owner		1		4		2	
Airport Board Meetings (2)		4		4			
Internal Weekly Progress Meetings (6)		3		3		3	
Site Visit (3 people, 2 trips)				6		4	
CSPP Review Meeting (2 people, virtual)				2		1	
Prepare for Pre-Application Meeting		1		2			
Attend Pre-Application Meeting with City of Bentonville (2 People, virtual)		2		2			
Prepare and Distribute Pre-Application Meeting Minutes and Tasks				1			
Subtotal - Project Administration	**0**	**13**	**0**	**31**	**0**	**18**	**0**
2. Civil Engineering							
Base Map Setup				1		3	
Establish Design Criteria and Parameters		2		2		2	
Review As-Built Drawings				1		2	
Develop Preliminary Construction Safety and Phasing Plan				2		3	
CSPP Submission to FAA Through OEAAA				1		1	
Develop Geometric Layout		1		2		3	
Develop Horizontal Alignments		1		1		5	
Develop Vertical Alignments & 3D Model		1		2		12	
Develop Fleet Mix using available data (TFMSC, 5010, etc.)				1		2	
Develop Pavement Design				1		1	
Drainage Design & Report				1		8	
Preliminary Plans							
Cover Sheet & Index of Sheets (1)				1		2	
Project Layout and Survey Control Plan (1)				1		2	
General Notes (1)				1		2	
Construction Safety Plans (2)				1		4	
Construction Safety Details (1)				1		1	
Existing Conditions & Demolition Plan (1)				1		2	
Erosion Control Plan (1)				1		2	
Erosion Control Details (1)				1		1	
Grading and Drainage Plan (1)				1		4	
Grading & Drainage Details (1)				1		2	
Typical Sections (1)				1		3	
Paving Plan (1)				1		3	
Paving Details (1)				1		1	
Pavement Marking Plan (1)				1		2	
Pavement Marking Details (1)				1		1	
Cross Sections (1)				1		3	
Develop Preliminary Construction Contract Documents		1		1		4	
Develop Preliminary Technical Specifications		1		1		4	
Develop Preliminary Supplemental Specifications		1		1		4	
Develop Preliminary Quantities				1		4	
Develop Preliminary Opinions of Probable Construction Costs				2		4	
Internal Quality Control (QC) Review		4		8			
Incorporate QC Review Comments				2		8	
Incorporate Preliminary Owner Review Comments				1		2	
Prepare and Submit Permanent Airspace Study				1		2	
Subtotal - Civil Engineering	**0**	**12**	**0**	**49**	**0**	**109**	**0**

Exhibit B-07

City of Bentonville
VBT East Parking Apron

90% Final Design

WORK TASK DESCRIPTION	E-5	E-3	E-2	E-1	D-2	T-2	C-2
	hr	hr	hr	hr	hr	hr	hr
3. Electrical Engineering							
Review As-Built Drawings				1		1	
Preliminary Plans							
Electrical Notes				1		1	
Airfield Electrical Removal Plans				1		2	
Airfield Electrical Installation Plans				1		2	
Electrical Details				1		2	
Develop Preliminary Technical Specifications				1		2	
Develop Preliminary Supplemental Specifications				1		4	
Develop Preliminary Quantities				1		2	
Develop Preliminary Opinions of Probable Construction Costs				1		2	
Internal Quality Control (QC) Review		4		4			
Incorporate QC Review Comments				1		4	
Incorporate Preliminary Owner Review Comments				1		1	
Subtotal - Electrical Engineering	**0**	**4**	**0**	**15**	**0**	**23**	**0**
Hours	**0**	**29**	**0**	**95**	**0**	**150**	**0**

SUBTOTAL - SALARIES:	**$42,082.00**
DIRECT NON-LABOR EXPENSES	
Document Printing/Reproduction/Assembly	$5.00
Travel Costs (2 trips @ 11 miles/trip)	$13.00
SUBTOTAL - DIRECT NON-LABOR EXPENSES:	**$18.00**
SUBTOTAL:	**$42,100.00**
TOTAL FEE:	**$42,100.00**

Exhibit B-07

City of Bentonville
VBT East Parking Apron

100% Issued For Bid

WORK TASK DESCRIPTION	E-5	E-4	E-3	E-1	D-2	T-2	C-2
	hr	hr	hr	hr	hr	hr	hr
1. Project Administration							
Coordination with FAA			1	1		3	
Coordination with Owner			1	2		2	
Airport Board Meetings (1)			2	2			
Internal Weekly Progress Meetings (2)			1	1		1	
Prepare for Final Plan Review Meeting			1	1			
Attend Final Plan Review Meeting (2 People, virtual)			1	1			
Subtotal - Project Administration	**0**	**0**	**7**	**8**	**0**	**6**	**0**
2. Civil Engineering							
Incorporate Owner/FAA/State CSPP Comments				1		2	
Prepare Final Construction Safety and Phasing Plan				1		2	
Update Vertical Alignment & 3D Model				1		6	
Drainage Design & Report Updates				1		1	
Final Plans							
Cover Sheet & Index of Sheets (1)				1		1	
Project Layout and Survey Control Plan (1)				1		1	
General Notes (1)				1		1	
Construction Safety Plans (2)				1		2	
Construction Safety Details (1)				1		1	
Existing Conditions & Demolition Plan (1)				1		1	
Erosion Control Plan (1)				1		1	
Erosion Control Details (1)				1		1	
Grading and Drainage Plan (1)				1		2	
Grading & Drainage Details (1)				1		1	
Typical Sections (1)				1		1	
Paving Plan (1)				1		1	
Paving Details (1)				1		1	
Pavement Marking Plan (1)				1		1	
Pavement Marking Details (1)				1		1	
Cross Sections (1)				1		1	
Develop Final Construction Contract Documents				1		2	
Develop Final Technical Specifications				1		2	
Develop Final Supplemental Specifications				1		2	
Develop Final Quantities				1		1	
Develop Final Opinions of Probable Construction Costs				1		2	
Internal Quality Control (QC) Review		4		4			
Incorporate QC Review Comments				1		4	
Incorporate Final Owner Review Comments				1		2	
Develop SWPPP				1			
Subtotal - Civil Engineering	**0**	**4**	**0**	**32**	**0**	**44**	**0**

Exhibit B-07

City of Bentonville
VBT East Parking Apron

100% Issued For Bid

WORK TASK DESCRIPTION	E-5	E-4	E-3	E-1	D-2	T-2	C-2
	hr	hr	hr	hr	hr	hr	hr
3. Electrical Engineering							
Final Plans							
Electrical Notes				1		1	
Airfield Electrical Removal Plans				1		1	
Airfield Electrical Installation Plans				1		1	
Electrical Details				1		1	
Develop Final Technical Specifications				1		1	
Develop Final Supplemental Specifications				1		2	
Develop Final Quantities				2		1	
Develop Final Opinions of Probable Construction Costs				1		1	
Internal Quality Control (QC) Review		2		2			
Incorporate QC Review Comments				1		2	
Incorporate Final Owner Review Comments				1		1	
Subtotal - Electrical Engineering	**0**	**2**	**0**	**13**	**0**	**12**	**0**

Hours	**0**	**6**	**7**	**53**	**0**	**62**	**0**

SUBTOTAL - SALARIES: **$20,018.00**

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	$42.00
Postage/Freight/Courier	$40.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: **$82.00**

SUBTOTAL: **$20,100.00**

TOTAL FEE: **$20,100.00**

Exhibit B-07

City of Bentonville
VBT East Parking Apron

Bidding Services

WORK TASK DESCRIPTION	E-5	E-4	E-3	E-1	D-2	T-2	AM-2
	hr	hr	hr	hr	hr	hr	hr
1. Civil Engineering							
Upload Bid Documents to Plan Room							1
Dispense Plans and Specs to Prospective Bidders							1
Review and Respond to Request for Information (RFI)			1	1		2	
Draft and Distribute Addendums				2		4	
Prepare for Pre-Bid Meeting				1		2	
Attend Pre-Bid Meeting (2 people, virtual)				1		1	
Bid Opening (2 people, on-site)			2	2			
Prepare Bid Tabulation				1		2	
Draft and Submit FAA Grant Application			1	2		10	
Evaluate Bids and Prepare Recommendation of Award				1		2	2
Prepare Contract Documents				1			2
Prepare Issued for Construction Plans and Specifications				1		3	
Subtotal - Civil Engineering	**0**	**0**	**4**	**13**	**0**	**26**	**6**
2. Electrical Engineering							
Draft Addendums			1			2	
Attend Pre-Bid Meeting (1 person, virtual)			1				
Subtotal - Electrical Engineering	**0**	**0**	**2**	**0**	**0**	**2**	**0**
Hours	**0**	**0**	**6**	**13**	**0**	**28**	**6**

SUBTOTAL - SALARIES:	**$7,928.00**
DIRECT NON-LABOR EXPENSES	
Document Printing/Reproduction/Assembly	$35.00
Postage/Freight/Courier	$30.00
Travel Costs (1 trip @ 11 mi/trip)	$7.00
SUBTOTAL - DIRECT NON-LABOR EXPENSES:	**$72.00**
SUBTOTAL:	**$8,000.00**
TOTAL FEE:	**$8,000.00**

Exhibit B-07

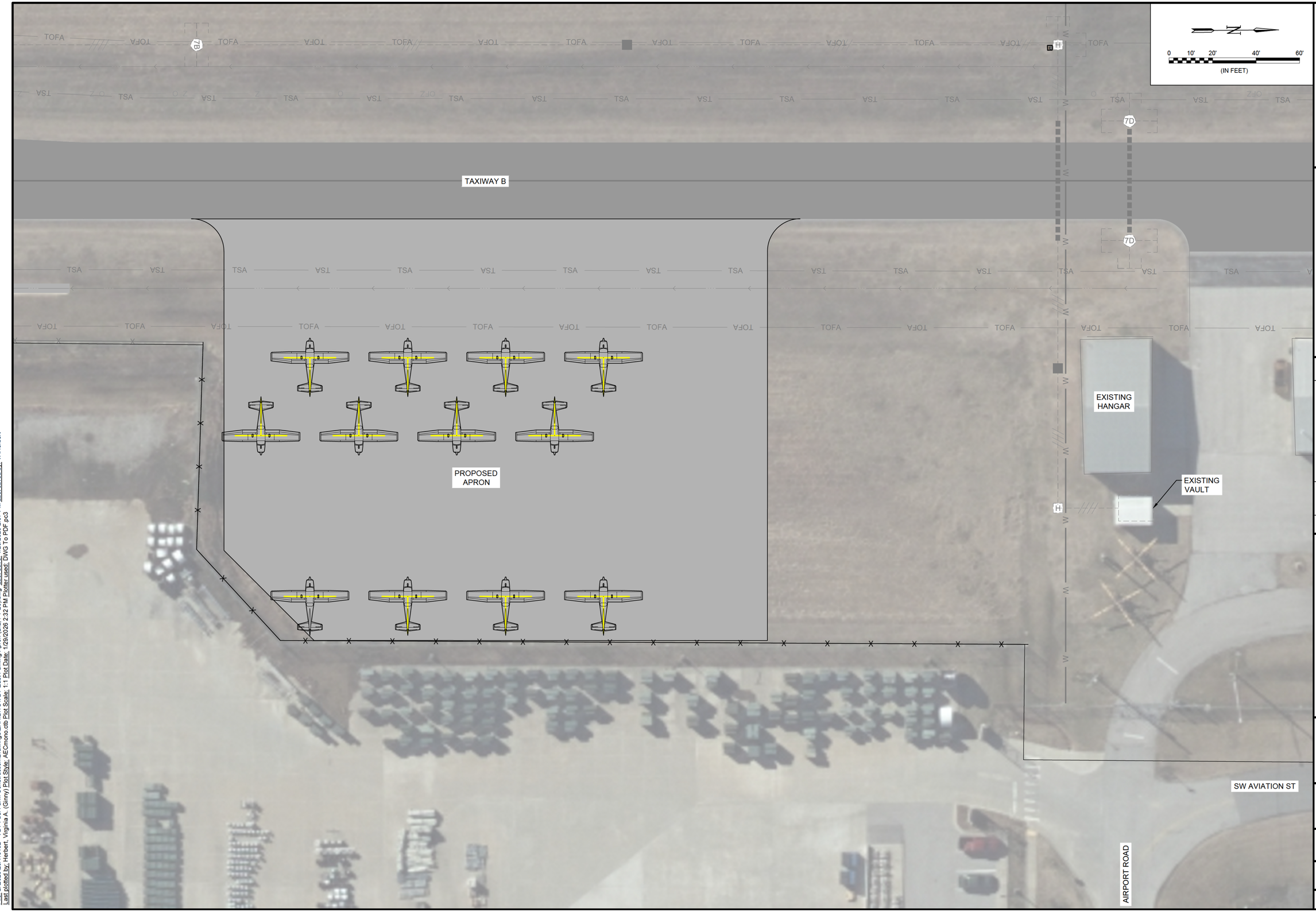
City of Bentonville
VBT East Parking Apron

Grant Closeout Services

WORK TASK DESCRIPTION	E-5	E-4	E-3	E-1	D-2	T-2	C-2
	hr	hr	hr	hr	hr	hr	hr
1. Civil Engineering							
FAA Closeout Documents			2			10	
ADA Closeout Documents			2			4	
Subtotal - Civil Engineering	**0**	**0**	**4**	**0**	**0**	**14**	**0**

Hours	**0**	**0**	**4**	**0**	**0**	**14**	**0**

SUBTOTAL - SALARIES:	**$2,778.00**
DIRECT NON-LABOR EXPENSES	
Document Printing/Reproduction/Assembly	$12.00
Postage/Freight/Courier	$10.00
SUBTOTAL - DIRECT NON-LABOR EXPENSES:	**$22.00**
SUBTOTAL:	**$2,800.00**
TOTAL FEE:	**$2,800.00**



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REV	DATE	DESCRIPTION	BY

BENTONVILLE MUNICIPAL AIRPORT
BENTONVILLE, ARKANSAS

VBT PARKING APRON
CITY OF BENTONVILLE

PROJECT EXHIBIT

JOB NO.: 23A13192
DATE: JAN 2026
DESIGNED BY: CMM
DRAWN BY: VHL

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

DRAWING NUMBER
EXB

SHEET NUMBER **1**

File: L:\2023\23A13192 - VBT Fuel Farm Construction\Drawings\EXHIBITS\VBT East Parking Apron (BIL, FY 26).dwg Last Save: 1/26/2026 2:57 PM Last saved by: VAHerbert
Last plotted by: Herbert, Virginia A. (Ginny) Plot Style: AECmono.ctb Plot Scale: 1:1 Plot Date: 1/29/2026 2:32 PM Plotter used: DWG To PDF pc3

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO WORK ORDER 07 WITH GARVER, LLC, IN THE AMOUNT OF EIGHTY-SIX THOUSAND EIGHT HUNDRED DOLLARS ($86,800.00), FOR THE VBT EAST PARKING APRON AT THE BENTONVILLE MUNICIPAL AIRPORT; AMENDING THE 2026 BUDGET; AND FOR OTHER PURPOSES.

WHEREAS, this Work Order will fund the design and bidding services for the East Parking Apron Project for the Bentonville Municipal Airport; and

WHEREAS, a budget adjustment is needed.

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

Section 1: The Mayor and City Clerk are hereby authorized to enter into Work Order 07 with Garver, LLC, in the amount of eighty-six thousand eight hundred dollars ($86,800.00), for the VBT East Parking Apron Project;

Section 2: The 2026 Budget is adjusted to appropriate eighty-six thousand eight hundred dollars ($86,800.00) from General Fund into Account #101650-47390 – Improvements Other than Building/Projects;

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

Section 4 - Repeal of Conflicting 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:	3/10/2026	**Submitted By:**	Bart Mahony - Manager
Phone:	479-271-5945	**For Department(s):**	Public Works Maintenance
Email:	bmahony@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-26-03 For Finish Mowing at City Facilities
Action Recommendation & Justification:	Bid award IFB-26-03 to DMC & Landscaping (dba David McClarty) for facility finish mowing at city facilities throughout the city of Bentonville for an amount of $4,895.00 per mow cycle. This is a 2026 budgeted item. This agreement may be extended up to (3) consecutive years upon mutual agreement of both parties and Council allocating funds. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	Public Works Maintenance budgets for approximately 30 mow cycles per year. Please see attached memo and supporting documents. DMC & Landscaping (dba David McClarty) was the lowest responsive and responsible bidder.
Amount for Approval:	**$** $4,895.00 per mow cycle

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):

M E M O

Public Works – Maintenance Department

TO: CITY COUNCIL, MAYOR ORMAN

FROM: BART MAHONY PUBLIC WORKS MAINTENANCE MANAGER

SUBJECT: BID AWARD TO DMC & LANDSCAPING (DBA DAVID MCCLARTY)

DATE: MARCH 10, 2026

Bid award IFB-26-03 to DMC & Landscaping (dba David McClarty) for the weekly mowing of city facilities throughout the city of Bentonville. DMC & Landscaping's bid for $4,895.00 per mow cycle is the lowest responsive and responsible bid.

The city received six bids: Hercules Landscaping LLC (bid rejected during bid evaluation), M&W Outdoors (bid rejected at time of bid opening), DMC & Landscaping ($4,895.00 per mow cycle), Titan Lawn & Landscape ($5,068.93 per mow cycle), Brightview Landscaping ($7,601.46 per mow cycle), and Brother's Landscaping ($9,180.45 per mow cycle).

This agreement may be extended to (3) consecutive years upon mutual agreement of both parties and council allocating funds.

Thank you for your consideration of this request.

IFB-26-03

Facility Finish Mowing

Item #	Location Name	Location Address	Unit	QTY (Estimated)	Frequency/Mow Cycle	Bidders	Hercules Landscaping	DMC & Landscaping	M & W Outdoors	Titan Lawn	Brightview	Brother's Landscaping
							Price Per Mow Cycle (UNIT PRICE)	Price Per Mow Cycle (UNIT PRICE)	Price Per Mow Cycle (UNIT PRICE)	Price Per Mow Cycle (UNIT PRICE)	Price Per Mow Cycle (UNIT PRICE)	Price Per Mow Cycle (UNIT PRICE)
1	Administration Services Building	1000 SW 14th Street	AC	1.61	Weekly			$ 120.00		$ 121.86	$ 162.78	$ 205.50
2	Bentonville Fire Dept. Training Facility	2405 SW Aviation St	AC	2.23	Weekly			$ 170.00		$ 121.86	$ 168.12	$ 120.00
3	Bentonville Animal Services	801 SW I St	AC	1.39	Weekly			$ 100.00		$ 121.86	$ 162.51	$ 196.80
4	City Hall	305 SW A St	AC	2.2	Weekly			$ 165.00		$ 162.61	$ 138.78	$ 301.40
5	Compost Facility	2000 NW A St	AC	2.0	Weekly			$ 150.00		$ 121.86	$ 169.77	$ 274.00
6	District Court	2706 S Walton Blvd	AC	2.2	Weekly			$ 165.00		$ 81.30	$ 163.05	$ 301.80
7	Downtown Water Tower	220 NW 2nd St	AC	0.25	Weekly			$ 40.00		$ 54.21	$ 138.05	$ 37.00
8	Fire Station 1	800 SW A Street	AC	1.67	Weekly			$ 125.00		$ 121.86	$ 140.39	$ 228.79
9	Fire Station 2	1610 SE Moberly Ln	AC	0.7	Weekly			$ 50.00		$ 81.30	$ 150.17	$ 95.90
10	Fire Station 3	907 NW 13th St	AC	0.49	Weekly			$ 50.00		$ 54.21	$ 138.43	$ 68.50
11	Fire Station 4	900 NE McCollum Rd	AC	0.73	Weekly			$ 50.00		$ 81.30	$ 150.21	$ 102.75
12	Fire Station 5	800 SW Elm Tree Road	AC	2.0	Weekly			$ 125.00		$ 121.86	$ 169.99	$ 274.00
13	Fire Station 6	3312 SW I St	AC	1.82	Weekly			$ 125.00		$ 121.86	$ 162.85	$ 170.00
14	Fire Station 7	4508 SW Prime Ave	AC	1.96	Weekly			$ 125.00		$ 162.61	$ 163.20	$ 160.00
15	IT Offices	221 S Main St	AC	0.28	Weekly			$ 40.00		$ 54.21	$ 138.23	$ 38.36
16	Library	405 S Main St	AC	4.02	Weekly			$ 300.00		$ 252.95	$ 326.34	$ 548.00
17	Municipal Complex Finish Mow	3200 SW Municipal Drive	AC	8.35	Weekly			$ 500.00		$ 995.00	$ 989.59	$ 1,164.50
18	Municipal Complex Rough Mow	3200 SW Municipal Drive	AC	11.55	Bi-Weekly			$ 700.00		$ 711.88	$ 1,209.51	$ 1,644.00
19	Old IT Offices	402 S Main St	AC	0.51	Weekly			$ 40.00		$ 54.21	$ 150.02	$ 68.50
20	Parks Downtown Activity Center	215 SW A Street	AC	1.11	Weekly			$ 80.00		$ 54.21	$ 174.93	$ 164.40
21	Police Department	908 SE 14th St	AC	4.75	Weekly			$ 300.00		$ 562.25	$ 150.45	$ 550.00
22	Police Special Services	801 SW A St	AC	1.44	Weekly			$ 95.00		$ 54.21	$ 373.57	$ 205.50
23	Public Works Maintenance Facility	2401 SW Aviation St	AC	3.25	Weekly			$ 240.00		$ 121.86	$ 233.64	$ 445.25
24	SE A St Substation	540 SE A St	AC	0.48	Weekly			$ 45.00		$ 54.21	$ 138.53	$ 68.50
25	SE Water Tower	1007 Water Tower Rd	AC	1.0	Weekly			$ 75.00		$ 54.21	$ 150.77	$ 137.00
26	SW Broadstone	1106 SW Broadstone	AC	0.23	Weekly			$ 45.00		$ 54.21	$ 138.42	$ 35.00
27	Train Station	416 S Main Street	AC	0.39	Weekly			$ 45.00		$ 54.21	$ 138.37	$ 48.00
28	Wastewater Facility - Finish Mow	1901 NE A St	AC	7.97	Weekly			$ 500.00		$ 81.30	$ 373.09	$ 1,096.00
29	Wastewater Facility - Rough Mow	1901 NE A St	AC	2.0	Bi-Weekly			$ 150.00		$ 162.61	$ 186.48	$ 290.00
30	Wastewater Lift Station	3608 Riviera Drive	AC	0.36	Weekly			$ 45.00		$ 54.21	$ 137.97	$ 45.00
31	Wastewater Lift Station	2311 NE A St	AC	0.26	Weekly			$ 45.00		$ 54.21	$ 137.14	$ 40.00
32	Wastewater Lift Station	3107 Blueberry Ln	AC	0.08	Weekly			$ 40.00		$ 54.21	$ 137.88	$ 18.00
33	Wastewater Lift Station	1313 Cresent St	AC	0.29	Weekly			$ 40.00		$ 54.21	$ 138.23	$ 38.00
						Total Bid Price		$4,895.00		$ 5,068.93	$ 7,801.46	$ 9,180.45
												Price corrected during Bid Evaluation

Bid Rejected During Bid Evaluation

Bid Rejected at Time of Bid Opening

purchasing@bentonvillear.com

TABULATION VERIFICATION

[redacted]

[redacted]

Tanya Moore
Purchasing Agent, Purchasing & Compliance

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH DMC & LANDSCAPING DBA DAVID MCCLARTY FOR FINISH MOWING AT CITY FACILITIES IN THE AMOUNT OF FOUR-THOUSAND EIGHT-HUNDRED NINETY-FIVE DOLLARS ($4,895.00) PER MOW CYCLE; AND FOR OTHER PURPOSES.

WHEREAS, DMC & Landscaping dba David McClarty. is the lowest qualified bidder for bid IFB-26-03;

WHEREAS, this contract covers finish mowing at city facilities.

WHEREAS, the term of the contract would be for one (1) year, renewable annually upon mutual written agreement for a total maximum term of three (3) years; and

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 DMC & Landscaping dba David McClarty for a one (1) year contract, renewable annually upon mutual written agreement for a total maximum term of three (3) years, for Four-Thousand Eight-Hundred Ninety-Five Dollars ($4,895.00) per mow cycle.

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:	3/10/2026	**Submitted By:**	Bart Mahony - Manager
Phone:	479-271-5945	**For Department(s):**	Public Works Maintenance
Email:	bmahony@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-26-04 for Mowing of City Owned Detention Ponds
Action Recommendation & Justification:	Bid award IFB-26-04 to M&W Outdoors for mowing of city owned detention ponds throughout the city of Bentonville for an amount of $3,816.18 per mow cycle. This is a 2026 budgeted item. This agreement may be extended up to (3) consecutive years upon mutual agreement of both parties and Council allocating funds. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	Public Works Maintenance budgets for approximately 15 mow cycles per year. Please see attached memo and supporting documents. M&W Outdoors was the lowest responsive and responsible bidder.
Amount for Approval:	**$** 3,816.18 per mow cycle

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):

M E M O

Public Works – Maintenance Department

TO: CITY COUNCIL, MAYOR ORMAN

FROM: BART MAHONY PUBLIC WORKS MAINTENANCE MANAGER

SUBJECT: BID AWARD TO M&W OUTDOORS

DATE: MARCH 10, 2026

Bid award IFB-26-04 to M&W Outdoors for the weekly mowing of city owned detention ponds throughout the city of Bentonville. M&W Outdoors' bid for $3,816.18 per mow cycle is the lowest responsive and responsible bid.

The city received six bids: Brightview Landscaping (bid rejected at time of bid opening), DMC & Landscaping (bid rejected during bid evaluation), Empire Group ($5,330.00 per mow cycle), Hercules Landscaping ($4,470.00 per mow cycle), Luttrell Enterprises ($7,758.15 per mow cycle), and M&W Outdoors ($3,816.18 per mow cycle).

M&W Outdoors is the lowest responsive and responsible bid.

This agreement may be extended to (3) consecutive years upon mutual agreement of both parties and council allocating funds.

Thank you for your consideration of this request.

IFB-26-04

Detention Pond Mowing Bid Tabulation

Item #	Location/Address	Unit	QTY (Estimated)	Frequency/Mow Cycle	Bidders: Brightview Landscaping Services, Inc. Price Per Mow Cycle (UNIT PRICE)	Brightview Landscaping Services, Inc. Extended Price	DMC & Landscaping Price Per Mow Cycle (UNIT PRICE)	DMC & Landscaping Extended Price	Empire Group Price Per Mow Cycle (UNIT PRICE)	Empire Group Extended Price	Hercules Landscaping Price Per Mow Cycle (UNIT PRICE)	Hercules Landscaping Extended Price	Luttrell Enterprises Price Per Mow Cycle (UNIT PRICE)	Luttrell Enterprises Extended Price	M & W Mowing Price Per Mow Cycle (UNIT PRICE)	M & W Mowing Extended Price
1	BEEN RD SOUTH	AC	1.19	Bi-Weekly	Bid Rejected at Time of Bid Opening		Bid Rejected During Bid Evaluation		$ 113.05	$ 113.05	$ 85.00	$ 85.00	$ 219.00	$ 219.00	$ 93.08	$ 93.08
2	BEEN RD NORTH	AC	1.23	Bi-Weekly					$ 116.85	$ 116.85	$ 95.00	$ 95.00	$ 131.40	$ 131.40	$ 54.75	$ 54.75
3	SW STAVERTON DR	AC	0.94	Bi-Weekly					$ 89.30	$ 89.30	$ 75.00	$ 75.00	$ 87.60	$ 87.60	$ 54.75	$ 54.75
4	SW CHERRY RD	AC	1.41	Bi-Weekly					$ 133.95	$ 133.95	$ 85.00	$ 85.00	$ 147.83	$ 147.83	$ 60.23	$ 60.23
5	WILDWOOD POND	AC	2.8	Bi-Weekly					$ 266.00	$ 266.00	$ 100.00	$ 100.00	$ 547.50	$ 547.50	$ 93.08	$ 93.08
6	WILDWOOD SUBDIVISION	AC	1.31	Bi-Weekly					$ 124.45	$ 124.45	$ 85.00	$ 85.00	$ 208.05	$ 208.05	$ 191.63	$ 191.63
7	SW SUMMERBROOK ST	AC	1.3	Bi-Weekly					$ 123.50	$ 123.50	$ 95.00	$ 95.00	$ 208.05	$ 208.05	$ 71.18	$ 71.18
8	SW ELM TREE RD	AC	0.56	Bi-Weekly					$ 53.20	$ 53.20	$ 100.00	$ 100.00	$ 142.35	$ 142.35	$ 54.75	$ 54.75
9	SW CARRIAGEWAY AVE	AC	2.32	Bi-Weekly					$ 220.40	$ 220.40	$ 100.00	$ 100.00	$ 301.13	$ 301.13	$ 93.08	$ 93.08
10	SW FIELDSTONE BLVD	AC	1.13	Bi-Weekly					$ 107.35	$ 107.35	$ 75.00	$ 75.00	$ 251.85	$ 251.85	$ 71.18	$ 71.18
11	TOWN VU RD	AC	1.84	Bi-Weekly					$ 174.80	$ 174.80	$ 75.00	$ 75.00	$ 284.70	$ 284.70	$ 93.08	$ 93.08
12	SW APACHE DR	AC	0.43	Bi-Weekly					$ 40.85	$ 40.85	$ 90.00	$ 90.00	$ 104.03	$ 104.03	$ 54.75	$ 54.75
13	SW TWILIGHT AVE	AC	1.35	Bi-Weekly					$ 128.25	$ 128.25	$ 90.00	$ 90.00	$ 164.25	$ 164.25	$ 60.23	$ 60.23
14	RIVER WALK - NORTH	AC	9.51	Bi-Weekly					$ 902.05	$ 902.05	$ 65.00	$ 65.00	$ 602.25	$ 602.25	$ 273.75	$ 273.75
15	SE "O" ST	AC	0.2	Bi-Weekly					$ 19.00	$ 19.00	$ 160.00	$ 160.00	$ 43.80	$ 43.80	$ 54.75	$ 54.75
16	SE 18TH ST	AC	0.53	Bi-Weekly					$ 50.35	$ 50.35	$ 100.00	$ 100.00	$ 93.08	$ 93.08	$ 54.75	$ 54.75
17	RACHEL AVE	AC	0.45	Bi-Weekly					$ 42.75	$ 42.75	$ 100.00	$ 100.00	$ 71.18	$ 71.18	$ 54.75	$ 54.75
18	JONATHAN DR	AC	1.06	Bi-Weekly					$ 100.70	$ 100.70	$ 100.00	$ 100.00	$ 82.13	$ 82.13	$ 71.18	$ 71.18
19	SE 7TH ST	AC	1.02	Bi-Weekly					$ 96.90	$ 96.90	$ 80.00	$ 80.00	$ 266.91	$ 266.91	$ 71.18	$ 71.18
20	SE 22ND ST	AC	1.99	Bi-Weekly					$ 189.05	$ 189.05	$ 95.00	$ 95.00	$ 202.58	$ 202.58	$ 109.50	$ 109.50
21	SE CAMBRIDGE PL	AC	0.28	Bi-Weekly					$ 26.60	$ 26.60	$ 100.00	$ 100.00	$ 142.35	$ 142.35	$ 54.75	$ 54.75
22	SE 5TH ST	AC	0.29	Bi-Weekly					$ 27.55	$ 27.55	$ 100.00	$ 100.00	$ 177.94	$ 177.94	$ 54.75	$ 54.75
23	SE 10TH ST	AC	1.99	Bi-Weekly					$ 189.05	$ 189.05	$ 75.00	$ 75.00	$ 302.49	$ 302.49	$ 93.08	$ 93.08
24	COLLEG PL	AC	0.37	Bi-Weekly					$ 35.15	$ 35.15	$ 100.00	$ 100.00	$ 106.76	$ 106.76	$ 54.75	$ 54.75
25	E. BATTLEFIELD BLVD & LYNDAL LN.	AC	0.42	Bi-Weekly					$ 39.90	$ 39.90	$ 120.00	$ 120.00	$ 109.50	$ 109.50	$ 60.23	$ 60.23
26	E. BATTLEFIELD BLVD & PARADISE WAY	AC	0.42	Bi-Weekly					$ 39.90	$ 39.90	$ 100.00	$ 100.00	$ 76.65	$ 76.65	$ 54.75	$ 54.75
27	A. BATTLEFIELD BLVD & WOODS CREEK	AC	1.38	Bi-Weekly					$ 131.10	$ 131.10	$ 90.00	$ 90.00	$ 262.80	$ 262.80	$ 93.08	$ 93.08
28	BURNETT CIR	AC	0.2	Bi-Weekly					$ 19.00	$ 19.00	$ 150.00	$ 150.00	$ 71.18	$ 71.18	$ 54.75	$ 54.75
29	BEHIND BUFFALO WILD WINGS	AC	6.26	Bi-Weekly					$ 594.70	$ 594.70	$ 95.00	$ 95.00	$ 438.00	$ 438.00	$ 492.75	$ 492.75
30	SE 21ST ST (NORTH)	AC	0.32	Bi-Weekly					$ 30.40	$ 30.40	$ 80.00	$ 80.00	$ 71.18	$ 71.18	$ 54.75	$ 54.75
31	SE 21ST ST (SOUTH)	AC	1.56	Bi-Weekly					$ 148.20	$ 148.20	$ 80.00	$ 80.00	$ 240.90	$ 240.90	$ 71.18	$ 71.18
32	PARADISE WAY POND	AC	1.69	Bi-Weekly					$ 160.55	$ 160.55	$ 90.00	$ 90.00	$ 284.70	$ 284.70	$ 93.08	$ 93.08
33	CROSS CREEK DR	AC	0.15	Bi-Weekly					$ 14.25	$ 14.25	$ 160.00	$ 160.00	$ 71.18	$ 71.18	$ 71.18	$ 71.18
34	NW APPLE BLOSSOM	AC	1.42	Bi-Weekly					$ 134.90	$ 134.90	$ 65.00	$ 65.00	$ 82.13	$ 82.13	$ 54.75	$ 54.75
35	RED HAVEN ST	AC	0.68	Bi-Weekly					$ 64.60	$ 64.60	$ 100.00	$ 100.00	$ 93.08	$ 93.08	$ 71.18	$ 71.18
36	NW D ST	AC	0.98	Bi-Weekly					$ 93.10	$ 93.10	$ 120.00	$ 120.00	$ 197.10	$ 197.10	$ 93.08	$ 93.08
37	WINDEMERE WOODS	AC	1.66	Bi-Weekly					$ 157.70	$ 157.70	$ 110.00	$ 110.00	$ 246.38	$ 246.38	$ 87.60	$ 87.60
38	NE SHASTA CT	AC	1.03	Bi-Weekly					$ 97.85	$ 97.85	$ 90.00	$ 90.00	$ 158.78	$ 158.78	$ 54.75	$ 54.75
39	BLUEBERRY LN	AC	0.39	Bi-Weekly					$ 37.05	$ 37.05	$ 95.00	$ 95.00	$ 71.18	$ 71.18	$ 54.75	$ 54.75
40	NE NIGHTENGALE	AC	0.51	Bi-Weekly					$ 48.45	$ 48.45	$ 95.00	$ 95.00	$ 76.65	$ 76.65	$ 71.18	$ 71.18
41	IVY PL	AC	0.46	Bi-Weekly					$ 43.70	$ 43.70	$ 90.00	$ 90.00	$ 76.65	$ 76.65	$ 54.75	$ 54.75

42	JORDAN LN	AC	0.39	Bi-Weekly	$ 37.05	$ 37.05	$ 95.00	$ 95.00	$ 76.65	$ 76.65	$ 54.75	$ 54.75
43	LEVI LN	AC	0.45	Bi-Weekly	$ 42.75	$ 42.75	$ 100.00	$ 100.00	$ 76.65	$ 76.65	$ 71.18	$ 71.18
44	SPRIGGS CT - NORTH	AC	0.16	Bi-Weekly	$ 15.20	$ 15.20	$ 160.00	$ 160.00	$ 43.80	$ 43.80	$ 54.75	$ 54.75
45	SPRIGGS CT - SOUTH	AC	0.09	Bi-Weekly	$ 8.55	$ 8.55	$ 160.00	$ 160.00	$ 43.80	$ 43.80	$ 54.75	$ 54.75
						$ 5,330.00		$ 4,470.00		$ 7,758.15		$ 3,816.18
								Bid Corrected During Bid Evaluation				Bid Corrected During Bid Evaluation

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

TABULATION VERIFICATION

[redacted]

[redacted]

Tanya Moore
Purchasing Agent, Purchasing & Compliance

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH M&W OUTDOORS FOR MOWING OF CITY OWNED DETENTION PONDS IN THE AMOUNT OF THREE-THOUSAND EIGHT-HUNDRED SIXTEEN DOLLARS AND EIGHTEEN CENTS ($3,816.18) PER MOW CYCLE; AND FOR OTHER PURPOSES.

WHEREAS, M&W Outdoors is the lowest qualified bidder for bid IFB-26-04;

WHEREAS, this contract covers mowing of city owned detention ponds.

WHEREAS, the term of the contract would be for one (1) year, renewable annually upon mutual written agreement for a total maximum term of three (3) years; and

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 M&W Outdoors for a one (1) year contract, renewable annually upon mutual written agreement for a total maximum term of three (3) years, for Three-Thousand Eight-Hundred Sixteen Dollars and Eighteen Cents ($3,816.18) per mow cycle.

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:	3/3/2026	**Submitted By:**	Jerry Walls
Phone:	479-418-7138	**For Department(s):**	Utility Billing
Email:	jerry.walls@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:	Resolution to Approve a Contract Amendment to the Solid Waste and Recycling Services Agreement
Action Recommendation & Justification:	Adding line item #2 to Miscellaneous Services for Additional Yard Waste Cart at the contractor's agreed upon price of $68.00 per additional cart. Price is subject to the City's 10% administrative markup on billed solid waste and recycling services. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	
Amount for Approval:	$ 0

Budget Impact

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

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):

CONTRACT AMENDMENT

The Solid Waste Recycling Services Agreement dated October 1, 2025, between the City of Bentonville, Arkansas (CITY), and Allied Waste, LLC DBA Republic Services of Bella Vista (CONTRACTOR), is hereby amended and modified in the following respects:

1. Appendix C attached hereto hereby replaces the Appendix C used in the original contract.
2. All other terms and conditions of the contract remain in full force and effect.

CITY OF BENTONVILLE by

_____

STEPHANIE ORMAN, MAYOR DATE SIGNED:_____

ALLIED WASTE, LLC DBA
REPUBLIC SERVICES OF BELLA VISTA by

_____

GENERAL MANAGER DATE SIGNED:_____

CITY OF BENTONVILLE

PRICING FORM

SOLID WASTE AND RECYCLING SERVICES

Line Item	Residential	Estimated Quantity	Service Frequency	Rate Per Cart	Total Monthly Price
1	Trash and Recycle Cart Combo	21,013	Weekly	$15.89	$333,896.57
2	Additional Trash Cart	547	Weekly	$7.00	$3,829.00
3	Additional Recycle Cart	54	Weekly	$0.00	$0.00
	Commercial	**Estimated Quantity**	**Service Frequency**	**Rate Per Cart**	**Total Monthly Price**
4	Trash Cart	512	Weekly	$25.00	$12,800.00
5	Recycle Cart	192	Weekly	$25.00	$4,800.00
6	Additional Trash Cart	86	Weekly	$10.00	$860.00
7	Additional Recycle Cart	73	Weekly	$10.00	$730.00

Commercial Solid Waste Dumpsters

	Solid Waste Dumpsters	Estimated Quantity	Estimated Weekly Frequency	Yards x Frequency x 4.33	
8	2-yard	250	397	3,438	
9	4-yard	285	324	5,612	
10	6-yard	325	462	12,003	
11	8-yard	400	882	30,552	
			Rate Per Yard	Estimated Total Yards Per Month	
			$5.67	51,605	$292,600.01

Commercial Recycling Dumpsters

	Recycling Dumpsters	Estimated Quantity	Estimated Weekly Frequency	Yards x Frequency x 4.33	
12	2-yard	60	64	554	
13	4-yard	17	17	294	
14	6-yard	35	36	935	
15	8-yard	75	80	2,771	
			Rate Per Yard	Estimated Total Yards Per Month	
			$4.85	4,555	$22,092.53

TOTAL MONTHLY PRICE	$671,608.11

Miscellaneous Services (not included in total price)

Line Item	Description	Estimated Quantity	Frequency	Annual Billing Rate
1	Yard Waste (subscription service) - 96 Gal. Cart	1,000	Weekly	$ 136.00
2	Additional Yard Waste Cart	61	Weekly	$ 68.00

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND THE CITY CLERK TO AMEND THE SOLID WASTE AND RECYCLING SERVICES AGREEMENT; AND FOR OTHER PURPOSES.

WHEREAS, this amendment is to add line item #2 to Miscellaneous Services for Additional Yard Waste Cart as shown on revised Appendix C; and

WHEREAS, no budget adjustment is needed.

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

Section 1: The Mayor and City Clerk are hereby authorized to enter into Amendment to the Solid Waste and Recycling Services Agreement dated October 1, 2025, with Allied Waste, LLC DBA Republic Services of Bella Vista to revise Appendix C to said contract.

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:	3/10/2026	**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 for Bella Vista Village Property Owner's Association Wholesale Water Contract Extension
Action Recommendation & Justification:	Request the Mayor and City Clerk to enter into a contract extension agreement with the City of Bentonville and Bella Vista Village Property Owner's Association for a time period of 1 month set to expire on April 30, 2026. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	Due to the existing wholesale water agreement expiring March 31, 2026 it is necessary to have a contract extension agreement for 1 month to finalize the revised wholesale water agreement.
Amount for Approval:	$

Budget Impact

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

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

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

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

Budget Impact Notes for Consideration (Optional):

Contract Extension Agreement

This Contract Extension Agreement (the "Extension") is made and entered into by and between the parties to the contract between the City of Bentonville and Bella Vista Village Property Owners Associated dated December 22, 2005, which is set to expire on December 31, 2025, ("Original Agreement"). Said contract has been previously extended and is set to expire on March 31, 2026.

1. Extension of Term. The parties agree to extend the term of the Original Agreement for an additional one (1) month, through April 30, 2026.

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

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

IN WITNESS WHEREOF, the Mayor and City Clerk of the City of Bentonville, Benton County, Arkansas, by authority of a resolution adopted by the City Council of the City of Bentonville, have hereto set their hands and caused the corporate seal to be hereunto affixed, and the President and Secretary of Bella Vista Village Property Owners Association, Benton County, Arkansas, have hereunto set their hands and seals on this _____ day of March, 2026 (for the City) and the _____ day of March, 2026 (for Bella Vista).

_____

STEPHANIE ORMAN, MAYOR
CITY OF BENTONVILLE

_____

MALORIE MARRS, CITY CLERK
CITY OF BENTONVILLE

_____

BELLA VISTA VILLAGE POA,
PRESIDENT-GENERAL MANAGER

_____

BELLA VISTA VILLAGE POA,
CORPORATE SECRETARY

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND THE CITY CLERK TO EXTEND THE CONTRACT WITH BELLA VISTA VILLAGE PROPERTY OWNER'S ASSOCIATION FOR WHOLESALE WATER FOR A PERIOD OF ONE (1) MONTH; AND FOR OTHER PURPOSES.

WHEREAS, the existing wholesale water agreement is set to expire on March 31, 2026, and more time is needed to finalize the revised wholesale water agreement; and

WHEREAS, no budget adjustment is needed.

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

Section 1: The Mayor and City Clerk are hereby authorized to enter into a contract extension for one (1) month for the wholesale water contract with Bella Vista Village Property Owner's Association.

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

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

PASSED and APPROVED this _____ day of _____, 2026.

APPROVED:

_____
STEPHANIE ORMAN, Mayor

ATTEST:

_____
MALORIE MARRS, City Clerk

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	3/10/2026	**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 to Purchase a Cab/Chassis from Hendrick Automotive Group using Sourcewell Co-op
Action Recommendation & Justification:	A resolution to purchase a cab and chassis from Hendrick Automotive Group through participation in the Sourcewell Cooperative (Co-Op) contract 081325 for $58,084.13 plus taxes. Use of a Co-op is allowed pursuant to Arkansas State Statute 19-11-249; Purchasing performed an evaluation of 081325, determining that the solicitation was in line with both Arkansas State Statute and the City's Purchasing Policy. Utility Board approved 4-0. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	BEUD obtained 3 quotes for a service bed to attach to the cab/chassis. The lowest cost bed will be shipped to Hendrick Automotive Group and installed by them. BEUD will pick up the finished vehicle when ready.
Amount for Approval:	**$** 58,084.13

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):

MEMORANDUM

PURCHASING AND COMPLIANCE DEPARTMENT

TO: ADMINISTRATION

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

DATE: February 20, 2026

SUBJECT: Electric Utility Department Hendrick Automotive Group

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The Purchasing and Compliance Department has reviewed the documentation provided by the Electric Department for the purchase of 1 (one) 2025 2500 Double Cab 4X4 (VIN 1GB5KLE73SF137946) from Hendrick Automotive Group/Government Fleet under Sourcewell Contract # 081325. The total cost of purchase is $58,084.13.

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

Hendrick Automotive Group - Sourcewell Contract

GOVERNMENT FLEET

CONTACT TO PURCHASE

Quote #	331573
Stock #	CS37946
Date #	1/15/2026
Sales Rep.	BILLY WOOD

CUSTOMER INFORMATION

Customer	CITY OF BENTONVILLE			Email	ryork@bentonvillear.com		
Street	1000 SW 14TH ST	City	BENTONVILLE	State	AR	Zip	72712
Contact	RIITCHIE	Phone		Cell	(479) 271-5984	Fax	
P.O.#		Fleet Account No.	817609				

VEHICLE INFORMATION

Type	New	Year	2025	Make	Chevy	Model / Description	2500 DOUBLE Cab 4x4 Gas
Miles	N/A	Color	Summit white	Int Color	Jet Black	Vin #	1GB5KLE73SF137946

TRANSACTION

ITEMS ADDED			PRICING BREAKDOWN	
1	Added Item's Include:	$10,457.70	1. MSRP	$53,568.00
2	8 FT READING SERVICE		2. Dealer Discount	$3,841.57
3			3. Incentives & Rebates	$3,200.00
4			4. Total Purchase	$46,526.43
5				
6			5. Items Added	$10,457.70
Fleet Products			6. Delivery & Dealer Fee	$1,100.00
1		$0.00	7. Total Price	$58,084.13
2			8. Sale Tax	
3			9. Registration and Title Fees	
Purchase Quantity	1		10. Sub Total	$58,084.13
			11. Final Amount Due / Financed	$58,084.13

Notes

SOURCEWELL CONTRACT NUMBER FOR Hendrick 081325

SOURCEWELL CONTRACT NUMBER FOR CITY OF BENTONVILLE 93163

*** See Attached Spec. Sheet For Details ***

Customer Signature

Date

QUOTE VALID THRU DATE: 1/31/2026

"This offer is based on incentives, rates and other conditions that may expire at any time without notice. All offers are subject to vehicle availability, lender's credit approval and lender's other requirements. Customer hereby authorizes this vehicle order, and agrees to the vehicle terms set forth herein."

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH HENDRICK AUTOMOTIVE GROUP TO PURCHASE A CAB/CHASSIS USING SOURCEWELL CO-OP IN THE AMOUNT OF FIFTY-EIGHT THOUSAND EIGHTY-FOUR DOLLARS AND THIRTEEN CENTS ($58,084.13) PLUS TAXES; AND FOR OTHER PURPOSES.

WHEREAS, the need has arisen for the City of Bentonville to enter into a contract with Hendrick Automotive Group for a Cab/Chassis.

WHEREAS, this purchase is being made through participation in Sourcewell Co-Op contract 081325 which is in line with Arkansas State Statutes and the City Purchasing Policy.

WHEREAS, this is a budgeted item, and 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 Hendrick Automotive Group for the purchase of a cab/chassis in the amount of Fifty-Eight Thousand Eighty-Four Dollars and Thirteen Cents ($58,084.13) 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 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:	3/10/2026	**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 Purchase Various Electric Enclosures
Action Recommendation & Justification:	Approval of an ordinance to waive competitive bidding to purchase various enclosures from Arkansas Electric, 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 $57,435.00
Amount for Approval:	**$** 57,435.00

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):

ITEM	QNTY	UNIT	PART NO.	DESCRIPTION	Price/AECI	Price/Techline	Price/Irby	aeci low total
1	90	EA	1466	ENCLOSURE 6 BENTONVILLE GRAPHICS, DARK GREEN ELECTRICAL PEDESTAL, 2" PENTA CUP ASSEMBLY, 2 DOORS 1)BACK/LOW/RT 1)BACK/LOW/LEFT, 3-6350 CONNECTORS AND PLASTIC COVERS, WITH GROUNDWIRE API-10X14WBT-DCG	$221.50	$224.45	$222.10	$19,935.00
2	20	EA	1470	ENCLOSURE BURIAL CONCAST 200 AMP 3PHASE LID FIBERCRETE MOUNTING PAD LID FC-37-73-2-3PH-1	$600.00	$629.00	$650.00	$12,000.00
3	34	EA	1473	ENCLOSURE BURIAL CONCAST FIBERCRETE BOX PAD, 3PH FC39-75-36-3PH	$750.00	$815.00	$823.86	$25,500.00
								$57,435.00

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH AECI IN THE ESTIMATED AMOUNT OF FIFTY-SEVEN THOUSAND FOUR-HUNDRED THIRTY-FIVE DOLLARS ($57,435.00); WAIVING COMPETITIVE BIDDING; PROVIDING FOR THE EMERGENCY CLAUSE; AND FOR OTHER PURPOSES.

WHEREAS, the Bentonville Inventory Warehouse desires to purchase various enclosures from AECI, per unit pricing, plus applicable taxes.

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

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

Section 1: The Mayor and City Clerk are authorized to enter into an agreement with AECI in the estimated amount of Fifty-Seven Thousand Four-Hundred Thirty-Five Dollars ($57,435.00) to purchase various electric enclosures.

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

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:	3/10/2026	**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:	Resolution to Award Bid IFB-26-09 for Water Main Repair Materials
Action Recommendation & Justification:	A resolution awarding bid IFB-26-09 for water main repair materials to Northwest Arkansas Winwater, Consolidated Pipe and Supply, and Ferguson Enterprises, LLC in the amount of $140,073.88. The award is based on the lowest and most responsible Unit Price (price per individual piece) per Line Item with all factors considered. Utility Board approved 5-0. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	Lowest bidders: NW Arkansas Winwater in the amount of $117,631.80 Consolidated Pipe in the amount of $19,600.00 Ferguson in the amount of $2,842.08
Amount for Approval:	**$** 140,073.88

Budget Impact

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

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

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

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

Budget Impact Notes for Consideration (Optional):

CITY OF BENTONVILLE, ARKANSAS PURCHASING DEPARTMENT

FORMAL SEALED BID TABULATION

Date of Bid Opening:	2/19/2026	Time of Bid Opening:	1:30 PM	Solicitation ID Number:		IFB-26-09

Solicitation Title: 2026 Water Main Repair Materials

			Bidders:	Nertwest Arkansas Winwater			Consolidated Pipe and Supply			Ferguson Enterprises, LLC		
Line Item	Estimated Quantity	Unit of Measure	Description	Unit Price	Extended Price	Lead Time	Unit Price	Extended Price	Lead Time	Unit Price	Extended Price	Lead Time
1	60	FT	City Part #4614 48" Ductile Iron CL350 Gauged pipe, full 20' joint within 2' of the bell shall have an O.D. of 50.8"	$900.00	$54,000.00	3-4 wks	$1,278.60	$76,716.00	6-10 wks	$969.42	$58,165.20	16-18 wks
2	4	EA	City Part #4615 48"MJ BOLT PACK MJ GASKET/BOLT AND NUTS bolt length needs to accommodate a C110 full Body fitting, 8.5" from bottom of t-head to end of threads.	$1,200.00	$4,800.00	12 wks	$950.00	$3,800.00	4-6 wks	$710.52	$2,842.08	4-6 wks
3	4	EA	City Part #4616 48" DUCTILE MEGALUGS 1148DEC RESTRAINTS	$3,000.00	$12,000.00	12 wks	$3,255.00	$13,020.00	8-10 wks	$3,586.19	$14,344.76	4-6 wks
4	1	EA	City Part #4617 48" L301 BELL ADAPTER X MJS DIAPERS/GASKETS INCLUDED	$10,500.00	$10,500.00	12 wks	$9,850.00	$9,850.00	8-12 wks	$11,162.34	$11,162.34	12-14wks
5	1	EA	City Part #4618 48" L301 SPIGOT X MJS DIAPERS/GASKETS INCLUDED	$11,000.00	$11,000.00	12 wks	$9,850.00	$9,850.00	8-12 wks	$11,162.34	$11,162.34	12-14 wks
6	2	EA	City Part #4619 48" Long sleeve epoxy coated fitting C110 full body with an ID of 50.97" accommodating 48" pipe OD 50.8"	$25,815.90	$51,631.80	18-20 wks	$26,615.00	$53,230.00	22-24 wks	$29,336.25	$58,672.50	19-21 wks

BID VERIFICATION TABULATION

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

[redacted]
Michelle Gaudern
Purchasing and Compliance Specialist

[redacted]
Tanya Moore
Purchasing and Compliance Specialist

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH NORTHWEST ARKANSAS WINWATER, CONSOLIDATED PIPE AND SUPPLY, AND FERGUSON ENTERPRISES, LLC IN THE COMBINED TOTAL AMOUNT OF ONE-HUNDRED FORTY THOUSAND SEVENTY-THREE DOLLARS AND EIGHTY-EIGHT CENTS ($140,073.88); AND FOR OTHER PURPOSES.

WHEREAS, Northwest Arkansas Winwater, Consolidated Pipe and Supply, and Ferguson Enterprises, LLC are the lowest responsive bidders for bid IFB-26-09;

WHEREAS, this contract is for water main repair materials.

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 Northwest Arkansas Winwater in the amount of One-Hundred Seventeen Thousand Six-Hundred Thirty-One Dollars and Eighty Cents ($117,631.80), Consolidated Pipe and Supply in the amount of Nineteen Thousand Six-Hundred Dollars ($19,600.00), and Ferguson Enterprises, LLC in the amount of Two-Thousand Eight-Hundred Forty-Two Dollars and Eight Cents ($2,842.08).

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:	3/10/2026	**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 750 Underground Wire (WRRF Project)
Action Recommendation & Justification:	Approval of an Ordinance to waive competitive bidding to purchase 750 u/g wire from Stuart Irby, 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: Stuart Irby in the estimated amount of $177,809.40
Amount for Approval:	**$** 177,809.40

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	Extended Price	Lead Time
2192	750 1/3 Neutral AL	2670	$17.13	$45,737.10	42 weeks
		3 reels at 890'			
		2895	$17.13	$49,591.35	
		3 reels at 965'			
		2370	$17.13	$40,598.10	
		3 reels at 790'			
		2445	$17.13	$41,882.85	
		3 reels at 815'			
		total: 10,380'		$177,809.40	
Total Price for All Line Items					

Quote
Submitted By: _____

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 750 UNDERGROUND WIRE PER UNIT PRICES IN THE ESTIMATED AMOUNT OF ONE-HUNDRED SEVENTY-SEVEN THOUSAND EIGHT-HUNDRED NINE DOLLARS AND FORTY CENTS ($177,809.40); PROVIDING FOR THE EMERGENCY CLAUSE; AND FOR OTHER PURPOSES.

WHEREAS, the Inventory Warehouse Department needs to purchase 750 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 750 Underground Wire in the estimated amount of One-Hundred Seventy-Seven Thousand Eight-Hundred Nine Dollars and Forty Cents ($177,809.40).

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 750 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 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:	3/10/2026	**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 Approving an Agreement for Sewer Flow Monitoring with TREKK Design Group
Action Recommendation & Justification:	Approval of a resolution authorizing the Mayor and the City to enter into an Agreement with TREKK in the amount of $214,726.95. The agreement is required for the purchase, installation, and maintenance of flow monitoring equipment, along with the software subscriptions and oversight necessary to collect reliable flow data. TREKK was selected following the City's Purchasing Policy for professional services (SOQ-26-20). Utility Board approved 5-0. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	The project enables staff to continue tracking flows in capacity constrained areas of the system, analyze the successful inflow and infiltration reductions in priority rehabilitation areas, and provide data for model expansion and calibration.
Amount for Approval:	**$** $214,726.95

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):

503040-43410 Sewer Flow Monitoring $135,000
503040-42510 Sewer Flow Monitors $88,000

PROFESSIONAL SERVICES AGREEMENT

PROJECT NAME: SOQ-26-20 Trekk Flow Monitoring ("PROJECT")

THIS AGREEMENT ("AGREEMENT") is made in Benton County, Arkansas, by and between the City of Bentonville, Arkansas, hereinafter referred to as "CITY", and Trekk Design Group, LLC, hereinafter referred to as "PROFESSIONAL CONSULTANT" (collectively, the "PARTIES").

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

RECITALS:

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

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

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

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

E. WHEREAS, The PROFESSIONAL CONSULTANT 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 PROFESSIONAL CONSULTANT 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, PROFESSIONAL CONSULTANT 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

PROFESSIONAL CONSULTANT 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. PROFESSIONAL CONSULTANT 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, TERM, 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", attached hereto and incorporated herein by reference.

B. CONTRACT TERM. The term for this Contract shall be a one (1) year term for 2026 services, and shall be renewable annually upon written agreement via Amendment for a total maximum term of three (3) years, commencing on the effective date of this contract.

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

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

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

F. CITY reserves the right to delay, without penalty, any partial payment when, in the opinion of the CITY, PROFESSIONAL CONSULTANT 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 PROFESSIONAL CONSULTANT and shall pay all other portions of the invoice which are not in dispute. In the event of dispute, CITY and

PROFESSIONAL CONSULTANT shall immediately make every effort to settle the disputed portion of the invoice.

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

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

ARTICLE VI - INSURANCE

A. PROFESSIONAL CONSULTANT 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 PROFESSIONAL CONSULTANT'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 PROFESSIONAL CONSULTANT, 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 PROFESSIONAL CONSULTANT'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. PROFESSIONAL CONSULTANT 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 PROFESSIONAL CONSULTANT to perform any required studies, surveys, tests or other necessary investigations in relation to the PROJECT.

B. PROFESSIONAL CONSULTANT 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 PROFESSIONAL CONSULTANT'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 PROFESSIONAL CONSULTANT, at no additional cost to the CITY. In the event that PROFESSIONAL CONSULTANT 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 PROFESSIONAL CONSULTANT.

ARTICLE VIII - RECORDS AND RETENTION

A. All surveys, studies, proposals, applications, drawings, plans, specifications and other documents, including those in electronic form, prepared by PROFESSIONAL CONSULTANT and its PROFESSIONAL CONSULTANTs, subcontractors, agents, representatives, and/or employees in connection with this AGREEMENT ("PROJECT DOCUMENTS") are intended for the use and benefit of CITY. PROFESSIONAL CONSULTANT and its PROFESSIONAL CONSULTANTs, 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 PROFESSIONAL CONSULTANT's performance of the work described herein for CITY. The CITY's ownership of PROJECT DOCUMENTS shall not apply to PROFESSIONAL CONSULTANT's proprietary standard details that were developed by the PROFESSIONAL CONSULTANT 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. PROFESSIONAL CONSULTANT shall, upon completion of the services and full payment for the PROFESSIONAL CONSULTANT'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 PROFESSIONAL CONSULTANT 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 PROFESSIONAL CONSULTANT, its employees, associates, agents and PROFESSIONAL CONSULTANTs 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 PROFESSIONAL CONSULTANT, its employees, contractor, agents and PROFESSIONAL CONSULTANTs.

F. PROFESSIONAL CONSULTANT 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 PROFESSIONAL CONSULTANT's FEES.

ARTICLE IX - SAFETY

A. CITY agrees to inform PROFESSIONAL CONSULTANT 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 PROFESSIONAL CONSULTANT shall communicate to its employees. PROFESSIONAL CONSULTANT 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, PROFESSIONAL CONSULTANT shall not have any responsibility for overall job safety at the site. If in the PROFESSIONAL CONSULTANT's opinion, its field personnel are unable to access required locations or perform required services in conformance with applicable safety standards, PROFESSIONAL CONSULTANT may immediately suspend performance until such safety standards can be attained.

C. PROFESSIONAL CONSULTANT agrees to indemnify and hold harmless the CITY for any safety conditions that may arise out of PROFESSIONAL CONSULTANT'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 PROFESSIONAL CONSULTANT. In the event suspension or termination is without cause, payment to PROFESSIONAL CONSULTANT, in accordance with the terms of this AGREEMENT, will be made on the basis of services reasonably determined by the CITY to be satisfactorily performed to the date of suspension or termination. Such payment will be due upon delivery of all instruments of service to CITY.

B. Should the CITY require a modification of this AGREEMENT with the PROFESSIONAL CONSULTANT, and in the event the CITY and PROFESSIONAL CONSULTANT fail to agree upon a modification to this AGREEMENT, the CITY shall have the option of terminating this AGREEMENT and the PROFESSIONAL CONSULTANT's services hereunder at no additional cost other than the payment to PROFESSIONAL CONSULTANT, in accordance with the terms of this AGREEMENT, for the services reasonably determined by the CITY to be properly performed by PROFESSIONAL CONSULTANT 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 PROFESSIONAL CONSULTANT under this AGREEMENT, CITY may terminate or reduce the amount of services to be provided by PROFESSIONAL CONSULTANT under this AGREEMENT. In such event, CITY will notify PROFESSIONAL CONSULTANT 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 PROFESSIONAL CONSULTANT 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, PROFESSIONAL CONSULTANT 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 PROFESSIONAL CONSULTANT, its affiliates, subsidiaries, employees, agents, assignees, and subcontractors and their respective employees and agents. PROFESSIONAL CONSULTANT 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 PROFESSIONAL CONSULTANT, 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 PROFESSIONAL CONSULTANT's actions. All services to be performed by the PROFESSIONAL CONSULTANT pursuant to this AGREEMENT shall be in the capacity of an Independent Contractor, and not as an agent or employee of CITY. The PROFESSIONAL CONSULTANT 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 PROFESSIONAL CONSULTANT 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, PROFESSIONAL CONSULTANT will proceed with the services as per this AGREEMENT as if no dispute existed, and CITY will continue to make payment for PROFESSIONAL CONSULTANT'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 PROFESSIONAL CONSULTANT 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 PROFESSIONAL CONSULTANT's estimates of PROJECT costs and construction costs provided for herein are to be made on the basis of the PROFESSIONAL CONSULTANT's experience and qualifications and represent the PROFESSIONAL CONSULTANT's judgement in accordance with the "Standard of Care". The PROFESSIONAL CONSULTANT cannot and does not guarantee that proposals, bids or actual PROJECT or construction costs will not vary from estimates prepared by the PROFESSIONAL CONSULTANT.

B. The CITY understands that the construction cost estimates developed by the PROFESSIONAL CONSULTANT 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 PROFESSIONAL CONSULTANT will not be required to re-design the PROJECT or any part thereof without additional compensation.

ARTICLE XVI - APPLICABLE LAWS

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

ARTICLE XVII - PRECEDENCE

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

ARTICLE XVIII - SEVERABILITY

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

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

ARTICLE XIX - SURVIVAL OF OBLIGATIONS

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

ARTICLE XX – ENTIRE AGREEMENT

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

The cost of this AGREEMENT including all reimbursable expenses as described in the FEES AND SCHEDULE, **shall not exceed** two hundred fourteen thousand seven hundred twenty-six dollars and ninety-five cents ($214,726.95), unless otherwise approved by the CITY through an official AMENDMENT agreed and executed by CITY and PROFESSIONAL CONSULTANT.

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

CITY OF BENTONVILLE	
CITY	PROFESSIONAL CONSULTANT
BY	BY
MAYOR	
TITLE	TITLE
DATE SIGNED	DATE SIGNED

APPENDIX A
PROJECT DESCRIPTION

BASIC PROJECT INFORMATION:

Sanitary sewer flow monitoring program to collect flow data at strategic locations throughout the system. Includes the purchase, installation, and maintenance of flow monitoring equipment, along with the software subscriptions and oversight necessary to collect reliable flow data. The project enables staff to continue tracking flows in capacity constrained areas of the system, analyze the successful inflow and infiltration reductions in priority rehabilitation areas, and provide data for model expansion and calibration..

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APPENDIX B

SCOPE OF SERVICES

SERVICES BY THE CITY

- Furnish required information and approvals and perform responsibilities and activities in a timely manner to facilitate orderly progress of the work.
- Provide criteria and information as to the requirements for the PROJECT, including design objectives and constraints, capacity and performance requirements, and any budgetary limitations.
- Assist the PROFESSIONAL CONSULTANT 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 PROFESSIONAL CONSULTANT is 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 PROFESSIONAL CONSULTANT.

- Subcontracting of services by the PROFESSIONAL CONSULTANT shall have prior approval of the CITY.

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SCOPE OF SERVICES FOR
2026 Flow Monitoring
BENTONVILLE, ARKANSAS

The general scope of this work includes purchase of new flow monitoring equipment, removal of existing flow monitoring equipment, installation of new flow monitoring equipment, flow meter maintenance, rainfall meter maintenance, and oversight of a year-long (April 2026 through March 2027) flow monitoring study including up to 10 flow meters with a total of 11 area velocity (AV) sensors and 5 rain gauges. Flow meter and rain gauge locations have been selected by City of Bentonville Water Utility (BWU) engineers and staff.

TASK 1 – PROJECT MANAGEMENT AND ADMINISTRATION:

1. **Project Management and Administration** - The Consultants in-house project management, administration, budget tracking, and monthly billing (based on 12 months).

2. **Project Kick-Off Meeting** - The Consultant will meet with BWU during an initial project kick-off meeting. The purpose of the initial kick-off meeting will be to discuss the project goals and objectives, review proposed site locations, review expectations, coordinate field services, review schedule, and confirm deliverables.

3. **Project Progress Meetings** - The Consultant will attend up to two (2) progress meetings during the project to discuss work complete and necessary coordination efforts. The project manager and appropriate field team leader involved with current work activities shall attend on behalf of the Consultant. The Consultant shall prepare an agenda for each meeting and a summary following the meeting.

TASK 2 – EQUIPMENT PURCHASE:

1. **Flow Monitoring Equipment Coordination and Purchase** – The Consultant shall coordinate and purchase up to 10 Teledyne ISCO Duratracker flow meter units and 11 TIENET AV sensors. BWU shall retain ownership of the flow monitoring equipment.

TASK 3 – REMOVALS, INVESTIGATIONS, AND INSTALLATIONS:

1. **Existing Flow Monitoring Equipment Removal** – The Consultant shall remove existing flow monitoring equipment at up to 7 locations and existing rain gauge equipment at up to 2 locations.

2. **Site Investigations** – The Consultant shall perform flow monitoring site investigations for up to 4 flow meters at proposed locations provided by BWU. The purpose of the site investigations is to confirm each site is conducive for safe and effective flow monitoring that will produce quality data. If the proposed locations are not suitable or pose safety concerns, the Consultant will recommend alternate locations. Flow monitoring locations will be approved by BWU prior to installation. The following should be taken into consideration when performing the meter site investigations.

Suitability for Accurate Metering – The accuracy of open channel flow meters depend on numerous variables and it is imperative that they be considered as much as possible. For this reason, reconnaissance inspections will be performed to minimize such error-causing factors such as changes in pipe alignment and size, low flow, debris, interruption of channel flow by side inlets and turbulence caused by uneven channels. In addition, the Consultant will check for signal strength at the metering locations to ensure flow meter and rain gauge models are able to consistently transmit data.

Safety – It is important that the proposed sites confirm to the Consultant's requirements for safe operating conditions. If the site falls outside of these requirements, alternative sites that are suitable based on safety requirements will be selected upon further consultation with the Engineer and City staff. If upon inspections, one or more of the proposed locations are not suitable for flow monitoring, the Consultant will recommend alternative locations near the original location.

2. **Installation and Calibration** – Once flow meter locations are confirmed through site investigations, the Consultant shall provide and prepare flow monitoring mounting equipment and sensor bands specific to each site. Consultant shall install up to 10 flow meters with 11 AV sensors and relocate and install up to 1 rain gauge at confirmed locations.

   Flow meters will be appropriately mounted for each site, with antennae installed and all sensors mounted within the flow using appropriately sized bands. Initial interrogations (manual measurements of velocity and depth) will be recorded to verify initial readings.

   Consultant shall perform post installation visits at the flow meter locations to verify calibrations. Monitoring equipment shall be calibrated per site conditions and programmed to collect data at 5-minute increments.

TASK 4 – FLOW METER AND RAIN GAUGE MAINTENANCE:

Consultant shall provide field maintenance for 10 flow meters including 11 AV sensors and 5 rain gauges for a period of 12 months for up to 15 site visits. All monitoring equipment will include remote telemetry units which use cellular technology. However, if data connections are lost, meters or rain gauges will be downloaded during the next maintenance visit and data uploaded to FlowWorks.

1. **Flow Meter Maintenance** - Flow meter maintenance shall include the upload and interrogation of all flow data, monthly velocity profiting, replacement of batteries, sensor cleaning, and other diagnostic checks.

   Consultant shall use Fulcrum to monitor, manage, and record the field maintenance efforts. Fulcrum will house the collection of field interrogation records, manual verification measurements, and other detailed field note information. A detailed site summary including photos and maintenance visit information will be documented in a Fulcrum report form.

   Following a severe weather event, Consultant will perform a site visit to clean and verify the flow metering equipment and rain gauges are functioning properly. The standard field

maintenance frequency is estimated to occur every third week and as needed for maintenance.

a. **FlowWorks Platform -** The FlowWorks platform will be configured with the new flow monitoring equipment at the proposed flow monitoring locations. The platform will be made available to allow BWU to remotely log in and view data at the flow and rainfall monitoring locations. Usernames and passwords will be established as requested, for up to six users. Consultant will configure the platform for the 10 flow meters with 11 AV sensors and the 5 rain gauge sites.

   The following will be made available to BWU through the FlowWorks platform:
   - Processed data following each maintenance visit.
   - Tabular and graphical data of depth, velocity, flow, rainfall, digital camera pictures.
   - Scatterplots.
   - Map of installed sites with status of function.
   - Ability to export raw and engineered flow data.

   The price of a FlowWorks license includes access to historical data for up to 365 days from the date of the data logger installation. One year of data access is included in this project.

b. **FlowWorks Auto I/I Set Up** – The Consultant shall coordinate with BWU and FlowWorks to set up Auto I/I Analysis on the FlowWorks platform with the metrics selected by BWU. Metric options within Auto I/I include the following:
   - RDII Volume by Catchment Area (GAL/ACRE)
   - RDII Volume by Pipe Length (GAL/LF)
   - RDII Flow by Pipe Area (GPM/IN-MILE)
   - Peak Flow by Area (GPM/ACRE)
   - VC Rain Captured (%)
   - RDII Per Pipe Length Per Inch of Rainfall (GAL/LF-IN)
   - Peak RDII by Pipe Length (GPM/LF)

2. **Remote Diagnostic Inspections (RDI)** - RDI will be routinely completed throughout the monitoring period to verify meters are working properly and to complete data reliability reviews. Consultant will utilize FlowWorks for RDI review and data viewing. The remote data server will allow reviewers to see the network in real-time and schedule maintenance site visits in order to maximize data uptime and minimize data gaps.

3. **Rainfall Meter Maintenance** - Consultant shall install, service, and maintain 5 continuous recording electronic rain gauges during the same monitoring period. The rain gauges will record rainfall to one hundredths on an inch increments. The instruments will be checked monthly by Consultant or when maintenance is required.

End of Scope

APPENDIX C
SCHEDULE OF FEES, SERVICES

FEE SCHEDULE FOLLOWS

TREKK DESIGN GROUP, LLC

Fee Estimate

Bentonville Water Utilities - 2026 Flow Monitoring

	Labor									Direct Expenses									
	Project Principal	Project Manager	Project Engineer II	Senior Industry Specialist	Field Manager	Field Technician I	Field Technician II	PMO Specialist II	**Labor Hr Sub-Total**	Mileage	FlowWorks Fee (Per Site)	Auto I/I (Per Site)	Batteries	ISCO Duratracker	TIENET AV Sensor	Cell Service (Per Modem)	**Labor Total Fee**	**Units Total Fee**	**Direct Expenses Total Fee**	**Grand Total**
Billing Rate	$308.00	$200.00	$131.00	$238.00	$152.00	$126.00	$98.00	$110.00		$0.73	$500.00	$180.00	$1.30	$6,938.80	$2,563.00	$120.00				
TASK DESCRIPTION																				
100 Project Management and Administration	1	38	0	0	24	0	0	16	79	42	0	0	0	0	0	0				**$ 13,346.45**
Project Management and Administration (Based on 12 months)	1	32			18			16	67								$ 11,204.00	$ -	$ -	$ 11,204.00
Project Kick-Off Meeting (Up to 1 @ 1 hr)		2			2				4	14							$ 704.00	$ -	$ 10.15	$ 714.15
Project Progress Meetings (Up to 2 @ 1 hr)		4			4				8	28							$ 1,408.00	$ -	$ 20.30	$ 1,428.30
200 Equipment Purchase	0	2	0	0	4	0	0	2	8	0	0	0	0	10	11	10				**$ 100,009.00**
Flow Monitoring Equipment Coordination and Purchase		2			4			2	8					10	11	10	$ 1,228.00	$ -	$ 98,781.00	$ 100,009.00
300 Removals, Investigations, and Installations	0	0	0	0	16	38	64	0	118	90	0	0	0	0	0	0				**$ 13,557.25**
Existing Flow Monitoring Equipment Removal					2	8	8		18	30							$ 2,096.00	$ -	$ 21.75	$ 2,117.75
Site Investigations					8		8		16	30							$ 2,000.00	$ -	$ 21.75	$ 2,021.75
Installations and Calibration					6	30	48		84	30							$ 9,396.00	$ -	$ 21.75	$ 9,417.75
400 Flow Meter and Rain Gauge Maintenance	0	18	16	4	102	209	290	0	639	690	15	10	890	0	0	0				**$ 87,814.25**
Flow Meter Maintenance (Up to 15 Trips)					16	165	248		429	450			650				$ 47,477.00	$ -	$ 1,171.25	$ 48,648.25
a. FlowWorks Platform		2	4	2		2			10		15	10					$ 1,652.00	$ -	$ 9,300.00	$ 10,952.00
b. Flow Works Auto I/I Set Up		4	12	2					18								$ 2,848.00	$ -	$ -	$ 2,848.00
Remove Diagnostic Inspections (RDI)		12			78				90								$ 14,256.00	$ -	$ -	$ 14,256.00
Rainfall Meter Maintenance (Up to 12 Trips)					8	42	42		92	240			240				$ 10,624.00	$ -	$ 486.00	$ 11,110.00
TOTAL HOURS	1	58	16	4	146	247	354	18	844	822	15	10	890	10	11	10				
BILLING RATE	$308.00	$200.00	$131.00	$238.00	$152.00	$126.00	$98.00	$110.00		$0.73	$500.00	$180.00	$1.30	$6,938.80	$2,563.00	$120.00				$ 214,726.95
TOTAL LABOR COST	$308.00	$11,600.00	$2,096.00	$952.00	$22,192.00	$31,122.00	$34,643.00	$1,980.00	$104,893.00	$595.95	$7,500.00	$1,800.00	$1,157.00	$69,388.00	$28,193.00	$1,200.00				

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH TREKK DESIGN GROUP IN THE AMOUNT OF TWO-HUNDRED FOURTEEN THOUSAND SEVEN-HUNDRED TWENTY-SIX DOLLARS AND NINETY-FIVE CENTS ($214,726.95); AND FOR OTHER PURPOSES.

WHEREAS, the need has arisen for the City of Bentonville to enter into a contract with TREKK Design Group for the purchase, installation, and maintenance of flow monitoring equipment, along with the software subscriptions and oversight necessary to collect reliable flow data.

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 TREKK Design Group for services in the amount of Two-Hundred Fourteen Thousand Seven-Hundred Twenty-Six Dollars and Ninety-Five Cents ($214,726.95) for sewer flow monitoring.

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:	3/10/2026	**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 to Award Bid IFB-26-08 for 48" Water Transmission Main Repair
Action Recommendation & Justification:	Staff requests a Resolution to award bid IFB-26-08 48" Water Transmission Main Repair to Crossland Heavy Contractors, Inc in the amount of $141,650.00 to perform repairs on the City's 48" water transmission main. Utility Board approved 5-0. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	Pure Technologies identified five leaks on the 48" transmission main last year. This bid award will allow Crossland Heavy Contractors to repair two of the leaks that were found to be most critical. Crossland Heavy Contractors was the only responsive bidder following the City's solicitation process for bids.
Amount for Approval:	**$** 141,650.00

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):

Funding for this Bid Award will come out of GL account 503020-44450.

THE CITY OF BENTONVILLE

IFB-26-08

Inch Water Transmission Main Repair

Bidders	Crossland Heavy Contractors	

Line	Unit of Measure	Estimated Quantity	Description	Unit Price	Extended Price
1	EA	2	Mobilization/Demobilization	$ 15,800.00	$ 31,600.00
2	EA	2	Excavation	$ 9,930.00	$ 19,860.00
3	EA	2	Shoring/Trench Safety	$ 3,340.00	$ 6,680.00
4	EA	2	Removal and Disposal of 40 Linear Feet of Defective PCCP Piping	$ 11,340.00	$ 22,680.00
5	EA	2	Installation of City Provided Repair Pipe and Associated Parts	$ 19,100.00	$ 38,200.00
6	EA	2	Backfill/Surface Restoration (includes minimum of 12" Class 67 3/4 rock for pipe bedding material around entire pipe circumfrence)	$ 11,315.00	$ 22,630.00
			Total Bid Price	$	141,650.00

purchasing@bentonvillear.com

TABULATION VERIFICATION

[redacted]

Michelle Gaudern
Purchasing and Compliance Specialist

[redacted]

Tanya Moore
Purchasing Agent, Purchasing & Compliance

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH CROSSLAND HEAVY CONTRACTORS, INC. FOR WATER TRANSMISSION MAIN REPAIR IN THE AMOUNT OF ONE-HUNDRED FORTY-ONE THOUSAND SIX-HUNDRED FIFTY DOLLARS ($141,650.00); AND FOR OTHER PURPOSES.

WHEREAS, Crossland Heavy Contractors, Inc.. is the only responsive bidder for bid IFB-26-08;

WHEREAS, this contract allows for the repair of two of the leaks that were found on the 48" transmission main that are the most critical.

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 Crossland Heavy Contractors, Inc. in the amount of One-Hundred Forty-One Thousand Six-Hundred Fifty Dollars ($141,650.00) for the repair of two leaks on the 48" transmission main.

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:	3/10/2026	**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 to Enter into an Agreement with Insituform Technologies for 48" Water Main Repair
Action Recommendation & Justification:	Staff requests a Resolution authorizing the Mayor and City Clerk to enter into an agreement with Insituform Technologies, LLC in the amount of $83,500.00 through participation in the Buyboard Cooperative contract #730-24, to perform repairs on the City's 48" water transmission main. Utility Board approved 5-0. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	Pure Technologies identified five leaks on the 48" transmission main last year. Approval of this resolution will allow Insituform Technologies to repair three of the leaks internally without excavation while the two remaining leaks are repaired by Crossland Heavy Contractors under IFB-26-08. Purchasing and Compliance reviewed BuyBoard contract #730-24 for compliance and authorizes its use.
Amount for Approval:	**$** 83,500.00

Budget Impact

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

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

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

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

Budget Impact Notes for Consideration (Optional):

Funding for this Bid Award will come out of GL account 503020-44450.

MEMORANDUM

PURCHASING AND COMPLIANCE DEPARTMENT

TO: ADMINISTRATION

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

DATE: March 2, 2026

SUBJECT: Water Utilities Department Insituform Buyboard Cooperative

---

The Purchasing and Compliance Department has reviewed the documentation provided by the Water Utilities Department to enter into an agreement with Insituform Technologies, LLC through participation in the Buyboard Cooperative contract #730-24 for a total of $83,500.00.

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 and is allowed pursuant to Arkansas State Statute 19-61-802.

Please feel free to contact me with any questions.

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

Tim Peterie
Phone: 214-317-0950
Email: tpeterie@azuria.com
1103 Postwood Dr.
Corinth, TX 76210

February 17, 2026

SF#: SO-00206040
AR License: 0072030521

Mr. Donald Schmidt
City of Bentonville Water Utilities
3200 SW Municipal Dr
Bentonville, AR 72712

Buyboard Proposal

Project Name: **City of Bentonville, AR – 48" PCCP Water Line Repair**
Installation of WEKO Seals

INSITUFORM TECHNOLOGIES, LLC herein proposes to furnish all labor, materials, equipment, and services necessary to reconstruct the referenced project (as detailed in the location maps and other information presented by Bentonville Water Utilities) utilizing the Local Government Purchasing Cooperative Contract #730-24 administered through the BuyBoard.

ASSUMPTIONS AND QUALIFICATIONS

The WEKO-SEAL® is a flexible rubber leak clamp that ensures a non-corrodible, bottle-tight seal around the full circumference of the pipe joint area. The proprietary and patented design incorporates special lip seals that create a positive leak proof fit on either side of the joint and can be installed on an array of pipeline configurations.

All purchaser prerequisites must be disclosed before acceptance of this proposal. Items including, but not limited to, background checks, safety or facility orientations, testing (drug/background or otherwise), engineering or any other activity influencing preparation or productivity. Price modifications may be required depending on duration and expense associated with disclosed activities.

Insituform will supply the City of Bentonville a 1-year Performance, Payment, and Maintenance Bond and Certificate of Insurance following acceptance of this proposal.

Special:

1. **In order to eliminate material over-runs and excess inventory, all WEKO-SEAL® materials requested at the direction of the purchaser, shall become property of purchaser/others and billed accordingly. No returns on custom materials or sizing.**
2. **Quantities are estimated based on the information provided and survey data. Actual quantities utilized will be billed.**
3. **Coordination with contractor completing other work on the pipeline during the shutdown time frame, pipeline shutdown and lockout/tagout, access to pipeline at a minimum of 2 locations to include opening and closing access openings plus vehicle and equipment roadway and staging, safety oversight or rescue team if required, traffic control, QA/QC services if required, and all project permits.**

PROPOSAL TERMS AND CONDITIONS

Terms and Conditions from the Local Government Purchasing Contract are available upon request from the BuyBoard. Insituform will utilize the City of Bentonville Standard General Conditions and Instructions to Bidders where applicable. Any changes to these conditions must be noted and agreed upon by both parties.

The date for installation will be finalized at the time of acceptance notification, but is expected to be April 2-4, 2026.

A renewal letter dated February 1, 2026 from the BuyBoard is being provided as an attachment.

PROPOSAL PRICING

Line Number	Description	Pay Quantity	Unit of Measure	Unit Price (current)	Total Price (current)
1	**Mobilization**	1.00	EA	$30,000.00	$30,000.00
2	**Install 48" Seals - Extra Wide EPDM WEKO with (3) 304SS Bands**	10.00	EA	$5,350.00	$53,500.00
					$83,500.00

PROPOSAL INCLUSIONS

The prices stated in this proposal include:

1. Mobilization and demobilization.
2. WEKO-SEALS® to include shims, wedges, and lubricant. Clips or screws provided as applicable.
3. Normal light cleaning of the joint area.
4. Inspect all safety procedures including lockout/tagout and pipeline ventilation.
5. Fill of joint gaps with hydraulic cement as needed.
6. Install WEKO-SEALS® at specified locations.
7. Perform leakage testing as required.
8. Confined space safe entry practices.
9. One-year standard construction warranty.
10. Tax on permanent materials.
11. Certificate of insurance with standard coverage and 1-year Bonds as required.

PROPOSAL EXCLUSIONS

Not included in the prices stated in this estimate are costs associated with the items listed below. These items, if needed or found to be applicable, would be provided by **INSITUFORM TECHNOLOGIES, LLC** at your additional cost; or would be furnished by others, at your direction, at no cost to **INSITUFORM TECHNOLOGIES, LLC**:

a) Pipeline shutdowns and lockout/tagout.
b) Two access points with the distance of the furthest repair point being no greater than 3,000 feet.
c) Any scaffolding needed to gain access to the pipe and any joint locations.
d) Traffic control services including signs, flagging, pilot car, barricading, etc. and public safety.
e) De-watering (or excavation) of the pipe and bypass pumping if required.
f) Safety oversight or rescue team, in excess of Insituform standard crew assignment, as applicable.
g) Cleaning of debris or extraordinary pipe wall build-up if needed for access or in the vicinity of the repair locations.
h) It is our expectation that all materials removed from the pipe will be delivered to a designated site. If alternative disposal is required, then others shall be responsible for providing and managing all sampling, testing, collection, handling, storage, transportation, and disposal of any and all debris collected and removed from the pipeline. Others shall provide a convenient location in the project area to enable Insituform to offload and temporarily store the debris pending re-handling by others.
i) QA/QC services if required.
j) *If any hazardous or toxic materials are encountered during the project, the Owner will be responsible for the removal and disposal of the materials.*
k) Project permits and/or local licenses.
l) Additional premiums for special insurance coverage(s) demanded by you or other parties particular to this project.

OFFERED BY:	**ACCEPTED BY:**
INSITUFORM TECHNOLOGIES, LLC	
	SIGNATURE **DATE**
[redacted]	
TIMOTHY R. PETERIE **BUSINESS DEVELOPMENT MANAGER**	**NAME**
	TITLE
REVIEWED BY: **ANDY OZMENT** **AREA VICE PRESIDENT**	**ORGANIZATION**

cc: Dustin Youngblood (COB)
Loran Shipman (COB)
Ben Hawkins
Craig Nolen
Brian Goad

This accepted proposal constitutes a formal agreement. If you initiate a purchase order or other document, it will not be acknowledged without this proposal being referenced or as an attachment.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH INSITUFORM TECHNOLOGIES, LLC IN THE AMOUNT OF EIGHTY-THREE THOUSAND FIVE-HUNDRED DOLLARS ($83,500.00); AND FOR OTHER PURPOSES.

WHEREAS, Insituform Technologies, LLC was selected though participation in the Buyboard Cooperative contract #730-24.

WHEREAS, this contract allows for the repair of three leaks on the 48" transmission main.

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 Insituform Technologies, LLC in the amount of Eighty-Three Thousand Five-Hundred Dollars ($83,500.00) for the repair of three leaks on the 48" transmission main.

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

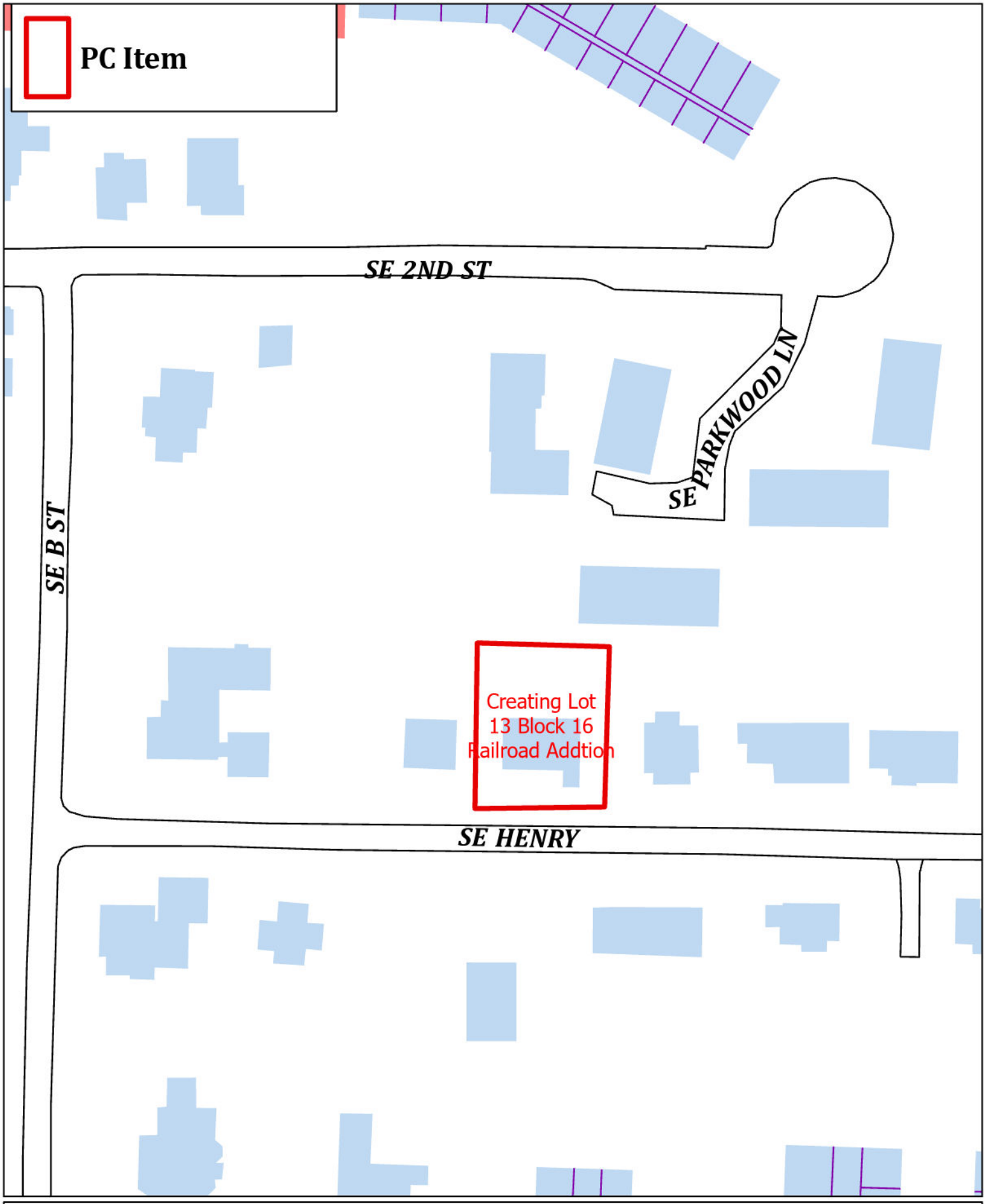
Consent Agenda Item

For the City Council meeting on March 10, 2026

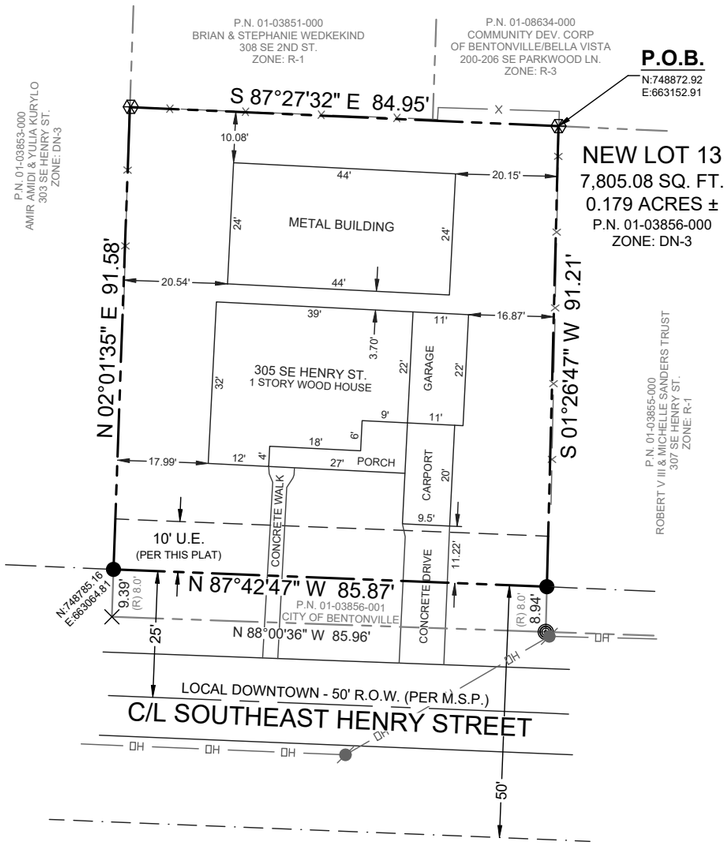
Details

Property Line Adjustment: Lot 10, Block 16, Creating New Lot 13, Block 16 of Deming's 2nd Addition. 305 SE Henry Street. PLA25-0038.

A Property Line Adjustment of Lot 10, Block 16, Creating New Lot 13, Block 16 of Deming's 2nd Addition. The plat dedicates a 10-foot utility easement along the south property line.



PLA25-0038
Creating Lot 13 Block 16
305 SE HENRY



CERTIFICATE OF OWNERSHIP AND DEDICATION:

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

DATE OF EXECUTION: _____

PRINT NAME: _____

SIGNATURE: _____

STATE OF ARKANSAS, COUNTY OF BENTON, SUBSCRIBED AND SWORN BEFORE ME THIS _____ DAY OF _____, 20__.

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

CERTIFICATE OF APPROVAL:

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

DATE OF EXECUTION: _____

SIGNED _____
PLANNING COMMISSION CHAIRPERSON

DATE OF EXECUTION: _____

SIGNED _____
MAYOR, CITY OF BENTONVILLE

SIGNED _____
CITY CLERK, CITY OF BENTONVILLE

PARENT TRACT - LEGAL DESCRIPTION:
DEED AT INSTRUMENT #L202537615

THE W1/2 OF THE SOUTH 108 FEET OF LOT 10, BLOCK 16, RAILROAD ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, EXCEPT 8 FEET SQUARELY OFF THE SOUTH END, PREVIOUSLY DEEDED TO THE CITY OF BENTONVILLE.

NEW LOT 13 - SURVEY DESCRIPTION:

THE WEST HALF (W/2) OF THE SOUTH 108 FEET OF LOT 10, BLOCK 16, RAILROAD ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID W/2 OF THE SOUTH 108 FEET OF LOT 10; THENCE S 01°26'47" W A DISTANCE OF 91.21 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SOUTHEAST HENRY STREET; THENCE N 87°42'47" W ALONG SAID RIGHT-OF-WAY DISTANCE OF 85.87 FEET; THENCE N 02°01'35" E A DISTANCE OF 91.58 FEET; THENCE S 87°27'32" E A DISTANCE OF 84.95 FEET TO THE POINT OF BEGINNING, WITH AN AREA OF 7805.08 SQUARE FEET, OR 0.179 ACRES, MORE OR LESS, AND SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF RECORD OR FACT.

NOTES:

1. 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.

2. BASIS OF BEARINGS: ARKANSAS STATE PLANE COORDINATE SYSTEM, NORTH ZONE.

3. THIS SURVEY IS VALID ONLY IF THE DRAWING INCLUDES THE SEAL AND SIGNATURE OF THE SURVEYOR.

4. THIS PROPERTY IS ZONED DN-3, DOWNTOWN HIGH DENSITY 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 AT (479) 271-3122.

5. 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.

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

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

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

9. 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.

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

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

12. 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.

13. 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.

FLOOD CERTIFICATION:

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

CERTIFICATE OF SURVEY ACCURACY:

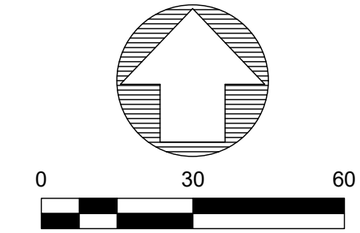
I, ROBERT J. CASTER HEREBY CERTIFY THAT THIS PLAT CORRECTLY REPRESENTS A BOUNDARY SURVEY MADE BY ME AND BOUNDARY MARKERS AND LOT CORNERS SHOWN HEREON ACTUALLY EXIST AND THEIR LOCATION, SIZE, TYPE AND MATERIAL ARE CORRECTLY SHOWN AND ALL MINIMUM REQUIREMENTS OF THE ARKANSAS MINIMUM STANDARDS FOR LAND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

DATE OF EXECUTION _____

SIGNED: _____
REGISTERED LAND SURVEYOR
NO. 1370 STATE OF ARKANSAS

CERTIFICATE OF AUTHORIZATION
COA CERTIFICATE NUMBER: 3049

BASIS OF BEARINGS: ARKANSAS STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NAD 83



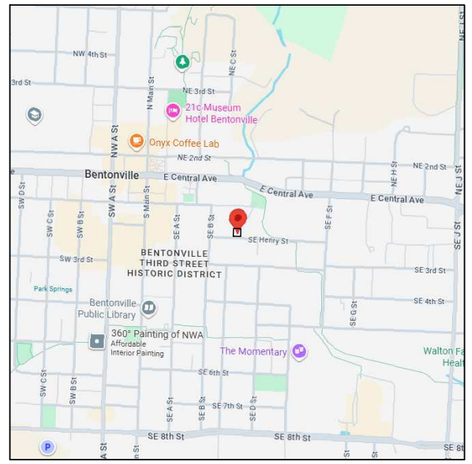
SCALE: 1" = 30 FEET

LEGEND

- FOUND REBAR
- FOUND PIPE
- FOUND AXLE
- CALCULATED POINT
- UTILITY POLE
- PROPERTY LINE
- RIGHT-OF-WAY
- CENTERLINE
- EASEMENT
- OVERHEAD LINE
- FENCE LINE

OWNERSHIP INFORMATION:
PAZ FUX ASSETS LTD
96 SOKOLOV ST.
5834009 HOLON, ISRAEL

CONTACT INFORMATION:
ANASTASIA NICKELL
(479) 270-8060



VICINITY MAP
(N.T.S.)

CITY OF BENTONVILLE PROJECT #PLA25-0038

CASTER & ASSOCIATES
LAND SURVEYING, INC.
2715 SE "I" Street, Suit 5
Bentonville, AR 72712
(479) 268-4464

REGISTERED STATE OF ARKANSAS NO.1370 SIGNATURE ROBERT J. CASTER PROFESSIONAL LAND SURVEYOR

SCALE: 1" = 30' | DATE: 01/29/2026

PROPERTY LINE ADJUSTMENT
NEW LOT 13, BLOCK 16 RAILROAD ADDITION

305 SOUTHEAST HENRY STREET
BENTONVILLE, BENTON CO., AR.

JOB #	DRAWN BY:	CHK'D BY:	PAGE
25-232	ASG	RJC	1 OF 1

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF LOT 10, BLOCK 16 OF DEMING'S ADDITION CREATING NEW LOT 13, BLOCK 16 OF DEMING'S ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS; AND FOR OTHER PURPOSES.
(PROJECT NUMBER: PLA25-0038)

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the property line adjustment of LOT 10, BLOCK 16 OF DEMING'S ADDITION creating new LOT 13, BLOCK 16 OF DEMING'S ADDITION to the City of Bentonville, Benton County, Arkansas was submitted to the Bentonville Planning Commission on March 3, 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 10, BLOCK 16 OF DEMING'S ADDITION creating new LOT 13, BLOCK 16 OF DEMING'S ADDITION to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes;

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

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

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

PASSED AND APPROVED this_____ day of _____, 2026.

APPROVED:

_____
Stephanie Orman, Mayor

ATTEST:

_____
Malorie Marrs, City Clerk

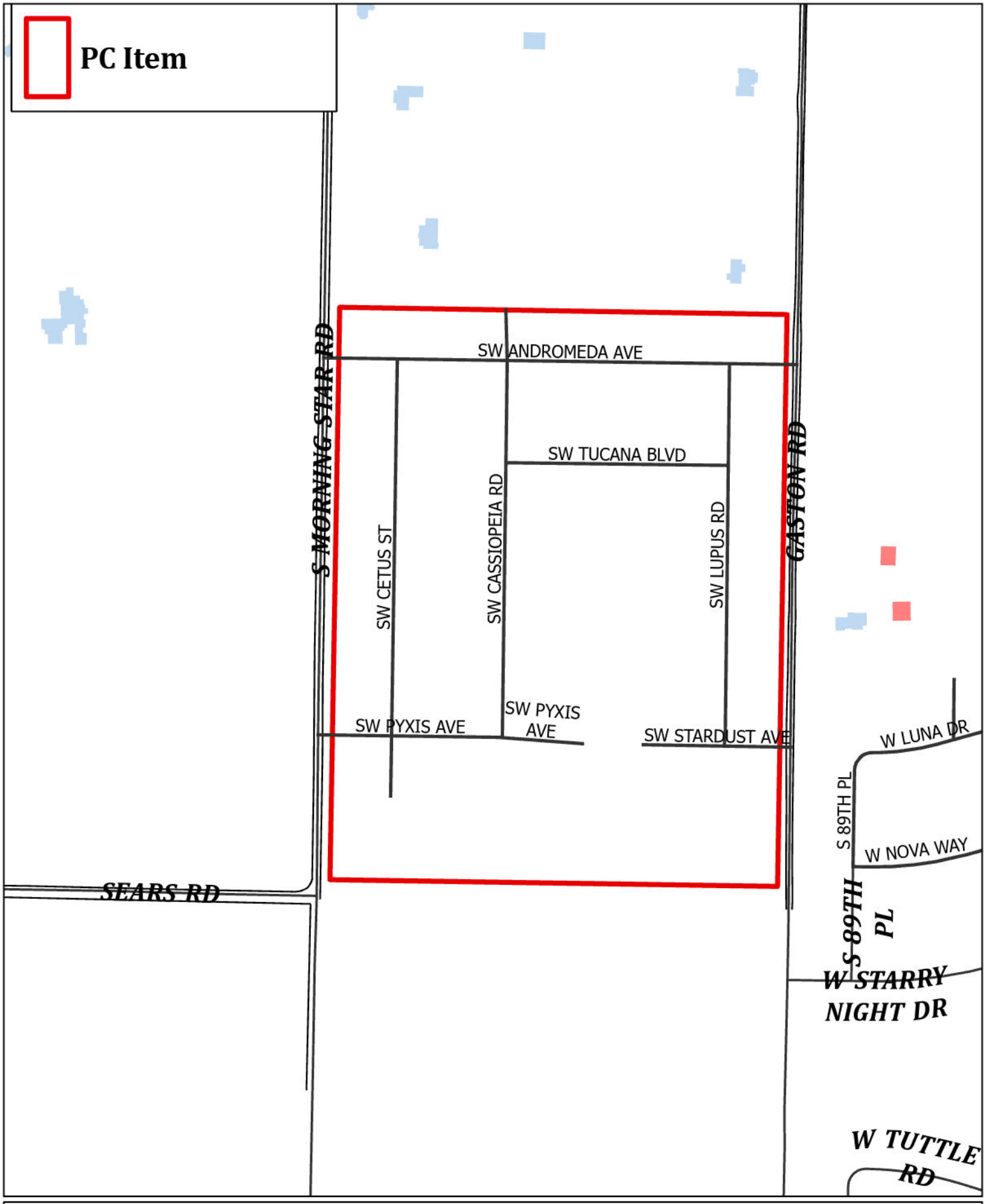
Consent Agenda Item

For the City Council meeting on March 10, 2026

Details

Property Line Adjustment: Lots 3, 4, 5, and 6, Creating New Lots 7, 8, 9, and 10 of Morningstar Subdivision, PLA26-0001

A Property Line Adjustment of Lots 3, 4, 5, and 6, creating new lots 7, 8, 9, and 10 of Morningstar Subdivision. The plat is dedicating a 20-foot utility easement along the east side of Lots 8 and 10, and a 20-foot utility easement along the south side of Lots 9 and 10.



PLA26-0001
Creating Lots 7-10
S. Morningstar Rd

PROPERTY LINE ADJUSTMENT FOR MORNINGSTAR SUBDIVISION CREATING LOTS 7, 8, 9, & 10

MORNINGSTAR SUBDIVISION, AN ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS.

SURVEY DESCRIPTION FOR PARENT TRACTS:

LOTS 3, 4, 5, AND 6 OF MORNINGSTAR SUBDIVISION AS SHOWN ON PLAT RECORD L202403682.

SURVEY DESCRIPTION FOR LOT 7:

PART OF LOT 3, MORNINGSTAR SUBDIVISION, AN ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT RECORD L202403682, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN EXISTING NAIL MARKING THE SOUTHWEST CORNER OF LOT 2 OF SAID MORNINGSTAR SUBDIVISION; THENCE N02°34'44"E, ALONG THE WEST LINE OF SAID LOT 2, MORNINGSTAR SUBDIVISION, 272.28 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1, MORNINGSTAR SUBDIVISION; THENCE LEAVING THE WEST LINE OF SAID LOT 2, MORNINGSTAR SUBDIVISION, S87°34'04"E, ALONG THE SOUTH LINE OF SAID LOT 1, MORNINGSTAR SUBDIVISION, 45.00 FEET TO A SET 1/2" REBAR MARKING THE POINT OF BEGINNING; THENCE LEAVING THE SOUTH LINE OF SAID LOT 1, MORNINGSTAR SUBDIVISION, N02°34'44"E, 1364.80 FEET TO A SET 1/2" REBAR ON THE NORTH LINE OF SAID LOT 1, MORNINGSTAR SUBDIVISION; THENCE S87°28'16"E, ALONG THE NORTH LINE OF SAID LOT 1, MORNINGSTAR SUBDIVISION, 630.08 FEET TO A SET 1/2" REBAR; THENCE LEAVING THE NORTH LINE OF SAID LOT 1, MORNINGSTAR SUBDIVISION, S02°34'44"W, 411.57 FEET TO A SET 1/2" REBAR; THENCE S06°12'01"W, 39.58' TO A SET 1/2" REBAR; THENCE S02°34'44"W, 129.50' TO A SET 1/2" REBAR; THENCE S87°25'16"E, 67.36' TO A SET 1/2" REBAR; THENCE S14°51'38"W, 37.47' TO A SET 1/2" REBAR; THENC S08°22'47"W, 14.91' TO A SET 1/2" REBAR; THENCE S03°50'10"W, 53.60' TO A SET 1/2" REBAR; THENCE S13°02'50"W, 23.61' TO A SET 1/2" REBAR; THENCE S02°08'30"W, 115.68' TO A SET 1/2" REBAR; THENCE S03°24'14"W, 251.83'; THENCE S01°58'08"W, 63.73' TO A SET 1/2" REBAR; THENCE S32°18'48"E, 54.86' TO A SET 1/2" REBAR; THENCE S02°34'44", 50.00' TO A SET 1/2" REBAR; THENCE N87°25'16"W, 27.00' TO A SET 1/2" REBAR; THENCE S02°25'56"W, 128.61' TO A SET 1/2" REBAR ON THE SOUTH LINE OF SAID LOT 1, MORNINGSTAR SUBDIVISION; THENCE N87°34'04"W, ALONG THE SOUTH LINE OF SAID LOT 1, MORNINGSTAR SUBDIVISION, 673.41 FEET TO THE POINT OF BEGINNING, CONTAINING 20.522 ACRES, MORE OR LESS, BEING SUBJECT TO PUBLIC ROAD RIGHTS-OF-WAY AND ANY EASEMENTS OF RECORD, ACCORDING TO A SURVEY BY ANDERSON SURVEYING, INC., RLS # 1272, JOB # 23-09-27.

SURVEY DESCRIPTION FOR LOT 8:

PART OF LOT 4, MORNINGSTAR SUBDIVISION, AN ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT RECORD L202403682, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN EXISTING NAIL MARKING THE SOUTHWEST CORNER OF LOT 2 OF SAID MORNINGSTAR SUBDIVISION; THENCE N02°34'44"E, ALONG THE WEST LINE OF SAID LOT 2, MORNINGSTAR SUBDIVISION, 272.28 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1, MORNINGSTAR SUBDIVISION; THENCE LEAVING THE WEST LINE OF SAID LOT 2, MORNINGSTAR SUBDIVISION, S87°34'04"E, ALONG THE SOUTH LINE OF SAID LOT 1, MORNINGSTAR SUBDIVISION, 45.00 FEET TO A SET 1/2" REBAR; THENCE S87°34'04"E, 673.41 FEET TO A SET 1/2" REBAR; THENCE S87°34'04"E, 206.79 FEET TO A SET 1/2" REBAR MARKING THE POINT OF BEGINNING; THENCE LEAVING THE SOUTH LINE OF SAID LOT 1, MORNINGSTAR SUBDIVISION, N02°34'45"E, 179.08' TO A SET 1/2" REBAR; THENCE N19°30'35"W, 39.39' TO A SET 1/2" REBAR; THENCE N05°51'52"E, 27.82' TO A SET 1/2" REBAR; THENCE N03°46'28"E, 61.96' TO A SET 1/2" REBAR; THENCE N08°05'41"W, 46.34' TO A SET 1/2" REBAR; THENCE N15°33'52"W, 60.84' TO A SET 1/2" REBAR; THENCE N03°52'38"W, 30.15' TO A SET 1/2" REBAR; THENCE N08°03'38"E, 29.99' TO A SET 1/2" REBAR; THENCE N26°06'39"E, 67.38' TO A SET 1/2" REBAR; THENCE N49°41'35"E, 12.88' TO A SET 1/2" REBAR; THENCE N25°28'33"E, 24.20' TO A SET 1/2" REBAR; THENCE N53°21'18"E, 10.68' TO A SET 1/2" REBAR; THENCE N04°08'41"W, 25.13' TO A SET 1/2" REBAR; THENCE N30°47'57"W, 24.54' TO A SET 1/2" REBAR; THENCE N86°17'39"W, 16.11' TO A SET 1/2" REBAR; THENCE N15°29'52"W, 49.31' TO A SET 1/2" REBAR; THENCE N22°33'12"E, 14.05' TO A SET 1/2" REBAR; THENCE N15°24'10"E, 20.19' TO A SET 1/2" REBAR; THENCE N10°03'04"W, 23.79' TO A SET 1/2" REBAR; THENCE N37°28'28"W, 14.54' TO A SET 1/2" REBAR; THENCE N08°41'18"W, 17.71' TO A SET 1/2" REBAR; THENCE N02°34'44"E, 37.24' TO A SET 1/2" REBAR; THENCE N87°25'16"W, 86.20' TO A SET 1/2" REBAR; THENCE N87°25'16"W, 67.36' TO A SET 1/2" REBAR; THENCE N02°34'44"E, 129.50' TO A SET 1/2" REBAR; THENCE N06°12'01"E, 39.58' TO A SET 1/2" REBAR; THENCE N02°34'44"E, 411.57' TO A SET 1/2" REBAR ON THE NORTH LINE OF SAID LOT 1, MORNINGSTAR SUBDIVISION; THENCE S87°28'16"E, ALONG THE NORTH LINE OF SAID LOT 1, MORNINGSTAR SUBDIVISION, 621.97 FEET TO A SET 1/2" REBAR ON THE WEST RIGHT-OF-WAY OF GASTON ROAD; THENCE LEAVING THE NORTH LINE OF SAID LOT 1, MORNINGSTAR SUBDIVISION, S02°32'52"W, ALONG THE WEST RIGHT-OF-WAY LINE OF SAID GASTON ROAD, 1362.69 FEET TO A SET 1/2" REBAR ON THE SOUTH LINE OF SAID LOT 1, MORNINGSTAR SUBDIVISION; THENCE LEAVING THE WEST RIGHT-OF-WAY LINE OF SAID GASTON ROAD, N87°34'04"W, ALONG THE SOUTH LINE OF SAID LOT 1, MORNINGSTAR SUBDIVISION, 372.59 FEET TO THE POINT OF BEGINNING, CONTAINING 15.290 ACRES, MORE OR LESS, BEING SUBJECT TO PUBLIC ROAD RIGHTS-OF-WAY AND ANY EASEMENTS OF RECORD, ACCORDING TO A SURVEY BY ANDERSON SURVEYING, INC., RLS # 1272, JOB # 23-09-27.

SURVEY DESCRIPTION FOR LOT 9:

PART OF LOT 5, MORNINGSTAR SUBDIVISION, AN ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHWON ON PLAT RECORD L202403682, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN EXISTING NAIL MARKING THE SOUTHWEST CORNER OF SAID LOT 2, MORNINGSTAR SUBDIVISION; THENCE N02°34'44"E, ALONG THE WEST LINE OF SAID LOT 2, MORNINGSTAR SUBDIVISION, 35.00 FEET TO A POINT; THENCE LEAVING THE WEST LINE OF SAID LOT 2, MORNINGSTAR SUBDIVISION, S87°32'24"E, 45.00 FEET TO A SET 1/2" REBAR MARKING THE POINT OF BEGINNING; THENCE N02°34'44"E, 237.28 FEET TO A SET 1/2" REBAR ON THE NORTH LINE OF SAID LOT 2, MORNINGSTAR SUBDIVISION; THENCE S87°34'04"E, ALONG THE NORTH LINE OF SAID LOT 2, MORNINGSTAR SUBDIVISION, 673.41 FEET TO A SET 1/2" REBAR; THENCE N02°25'56"E, 128.61 FEET TO A SET 1/2" REBAR; THENCE S87°25'16"E, 27.00 FEET TO A SET 1/2" REBAR; THENCE N02°34'44"E, 50.00 FEET TO A SET 1/2" REBAR; THENCE N32°18'48"W, 54.86' TO A SET 1/2" REBAR; THENCE N01°58'08"E, 63.73' TO A SET 1/2" REBAR; THENCE N03°24'14"E, 251.83' TO A SET 1/2" REBAR; THENCE N02°08'30"E, 115.68' TO A SET 1/2" REBAR; THENCE N13°02'50"E, 23.61' TO A SET 1/2" REBAR; THENCE N03°50'10"E, 53.60' TO A SET 1/2" REBAR; THENCE N08°27'47"E, 14.91' TO A SET 1/2" REBAR; THENCE N14°51'38"E, 37.47' TO A SET 1/2" REBAR; THENCE S87°25'16"E, 86.20' TO A SET 1/2" REBAR; THENCE S02°34'44"W, 37.24' TO A SET 1/2" REBAR; THENCE S08°41'18"E, 17.71' TO A SET 1/2" REBAR; THENCE S37°28'28"E, 14.54' TO A SET 1/2" REBAR; THENCE S10°03'04"E, 23.79' TO A SET 1/2" REBAR; THENCE S15°24'10"W, 20.19' TO A SET 1/2" REBAR; THENCE S22°33'12"W, 14.05' TO A SET 1/2" REBAR; THENCE S15°29'52"E, 49.31' TO A SET 1/2" REBAR; THENCE S86°17'39"E, 16.11' TO A SET 1/2" REBAR; THENCE S30°47'57"E, 24.54' TO A SET 1/2" REBAR; THENCE S04°08'41"E, 25.13' TO A SET 1/2" REBAR; THENCE S53°21'18"W, 10.68' TO A SET 1/2" REBAR; S25°28'33"W, 24.20' TO A SET 1/2" REBAR; THENCE S49°41'35"W, 12.88' TO A SET 1/2" REBAR; THENCE S26°06'39"W, 67.38' TO A SET 1/2" REBAR; THENCE S08°03'38"W, 29.99' TO A SET 1/2" REBAR; THENCE S03°52'38"E, 30.15' TO A SET 1/2" REBAR; THENCE S15°33'52"E, 60.84' TO A SET 1/2" REBAR; THENCE S08°05'41"E, 46.34' TO A SET 1/2" REBAR; THENCE S03°46'28"W, 61.96' TO A SET 1/2" REBAR; THENCE S05°51'52"W, 27.82' TO A SET 1/2" REBAR; THENCE S19°30'35"E, 39.39' TO A SET 1/2" REBAR; THENCE S02°34'45"W, 179.08' TO A SET 1/2" REBAR ON THE SOUTH LINE OF SAID LOT 1, MORNINGSTAR SUBDIVISION; THENCE S12°19'18"W, 83.42 FEET TO A SET 1/2" REBAR; THENCE S57°40'09"W, 90.94' TO A SET 1/2" REBAR; THENCE S26°33'33"W, 86.84' TO A SET 1/2" REBAR; THENCE S43°04'26"W, 32.09' THENCE N87°32'24"W, 739.86 FEET TO THE POINT OF BEGINNING, CONTAINING 7.853 ACRES, MORE OR LESS, BEING SUBJECT TO PUBLIC ROAD RIGHTS-OF-WAY AND ANY EASEMENTS OF RECORD, ACCORDING TO A SURVEY BY ANDERSON SURVEYING, INC., RLS # 1272, JOB # 23-09-27.

SURVEY DESCRIPTION FOR LOT 10:

PART OF LOT 10, MORNINGSTAR SUBDIVISION, AN ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT RECORD L202403682, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN EXISTING NAIL MARKING THE SOUTHWEST CORNER OF SAID LOT 2, MORNINGSTAR SUBDIVISION; THENCE N02°34'44"E, ALONG THE WEST LINE OF SAID LOT 2, MORNINGSTAR SUBDIVISION, 35.00 FEET TO A POINT; THENCE LEAVING THE WEST LINE OF SAID LOT 2, MORNINGSTAR SUBDIVISION, S87°32'24"E, 45.00 FEET TO A SET 1/2" REBAR; THENCE S87°32'24"E, 739.86 FEET TO A SET 1/2" REBAR MARKING THE POINT OF BEGINNING; THENCE N43°04'26"E, 32.09' TO A SET 1/2" REBAR; THENCE N26°33'33"E, 86.84' TO A SET 1/2" REBAR; THENCE N57°40'09"E, 90.94' TO A SET 1/2" REBAR; THENCE N12°19'18"E, 83.42' TO
A SET 1/2" REBAR; THENCE S87°34'04"E, ALONG THE NORTH LINE OF SAID LOT 2, MORNINGSTAR SUBDIVISION, 372.59 FEET TO A SET 1/2" REBAR ON THE WEST RIGHT-OF-WAY LINE OF GASTON ROAD; THENCE LEAVING THE NORTH LINE OF SAID LOT 2, MORNING SUBDIVISION, S02°32'52"W, ALONG THE WEST RIGHT-OF-WAY LINE OF SAID GASTON ROAD, 237.89 FEET TO A SET 1/2" REBAR; THENCE LEAVING THE WEST RIGHT-OF-WAY LINE OF SAID GASTON ROAD, N87°32'23"W, 513.06 FEET TO THE POINT OF BEGINNING, CONTAINING 2.378 ACRES, MORE OR LESS, BEING SUBJECT TO PUBLIC ROAD RIGHTS-OF-WAY AND ANY EASEMENTS OF RECORD, ACCORDING TO A SURVEY BY ANDERSON SURVEYING, INC., RLS # 1272, JOB # 23-09-27.

VICINITY MAP

NOTES

1. 1/2" REBAR W/CAP AR 1272 SET AT ALL LOT CORNERS (UNLESS NOTED OTHERWISE).

FLOOD INFORMATION

THE SUBJECT PROPERTY IS NOT WITHIN THE 100 YEAR FLOOD ZONE.

MAP NUMBER: 05007C0265K
MAP REVISED: JUNE 5, 2012

MAP NUMBER: 05007C0245K
MAP REVISED: JUNE 5, 2012

ZONING INFORMATION

ZONED: R-1 (LOW DENSITY SINGLE FAMILY RESIDENTIAL)

CITY OF BENTONVILLE NOTES

1. THERE ARE NO WAIVERS, VARIANCES, AND/OR CONDITIONAL USES AT THE TIME OF PREPARING THIS PLAT.
2. 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 SAID MAJOR STREETS.
3. BEFORE ANY WORK IN THE RIGHT-OF-WAY COMMENCES, CONTRACTOR AND/OR OWNER SHALL OBTAIN RIGHT-OF-WAY PERMIT FROM THE CITY OF BENTONVILLE TRANSPORTATION DEPARTMENT.
4. OWNER/DEVELOPER SHALL COORDINATE WITH ALL LOCAL UTILITIES TO ENSURE THAT EACH LOT HAS WATER, SEWER, AND ELECTRIC SERVICE.
5. SIDEWALKS SHALL BE THE RESPONSIBILITY OF THE BUILDER/OWNER AT THE TIME OF BUILDING PERMIT ISSUANCE.
6. THERE MAY NOT BE FENCES OR ANY OTHER STRUCTURES BUILT IN ANY DRAINAGE EASEMENTS.
7. 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.
8. ALL SIDEWALKS SHALL BE INSTALLED BY THE TIMEFRAMES SET FORTH IN 900.08 OF THE STREET SPECIFICATIONS.
9. WE HEREBY GRANT TO THE CITY OF BENTONVILLE A BLANKET AVIATION EASEMENT OVER THE ENTIRETY OF THIS SUBDIVISION PURSUANT TO MUNICIPAL CODE SECTION 401.12.

SITE OWNER/DEVELOPER

D.R. HORTON - NW ARKANSAS, LLC
5502 WEST WALSH LANE, SUITE 201
ROGERS, ARKANSAS 72758
479-236-7785

SURVEYOR

ANDERSON SURVEYING, INC.
P.O. BOX 129
VAN BUREN, ARKANSAS 72957

CERTIFICATE OF SURVEYING ACCURACY

I, ANTHONY P. ANDERSON, HEREBY CERTIFY THAT THIS PLAT CORRECTLY REPRESENTS A BOUNDARY SURVEY MADE BY ME AND BOUNDARY MARKERS SHOWN HEREON ACTUALLY EXIST AND THEIR LOCATION, TYPE AND MATERIAL ARE CORRECTLY SHOWN.

SIGNED

PRELIMINARY

DATE OF EXECUTION

ANTHONY P. ANDERSON
REGISTERED LAND SURVEYOR
NO. 1272, ARKANSAS

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:_____

BY:_____
D.R. HORTON-NW ARKANSAS LLC

_____
(PRINT)

STATE OF ARKANSAS)
) SS
COUNTY OF BENTON)

SUBSCRIBED AND SWORN BEFORE ME THIS ____ DAY OF _____, 2025
MY COMMISSION EXPIRES:

NOTARY PUBLIC_____

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

ATLAS PAGE: 565

CITY OF BENTONVILLE PROJECT NUMBER: PLA26-0001

LEGEND

○ = SET 1/2"x18" REBAR	—H— = OVER HEAD POWER LINE
● = EXISTING IRON PIN	OPP = POWER POLE
⊙ = SET RR/SPIKE	MH = MAN HOLE
⊠ = EXISTING RR/SPIKE	= WATER METER
⊘ = SET MAG NAIL	= ELECTRIC/TELEPHONE PEDESTAL
■ = EXISTING NAIL	= GAS METER
◀ = EXISTING STONE	LP = LIGHT POLE
-X-X- = EXISTING MONUMENT	
-X-X- = EXISTING FENCE	
⊠ = EXISTING FENCE POST	

BASIS OF BEARING:
ARKANSAS STATE PLANE NORTH
BASED ON GPS OBSERVATION

80 0 80
Scale in Feet

PRELIMINARY

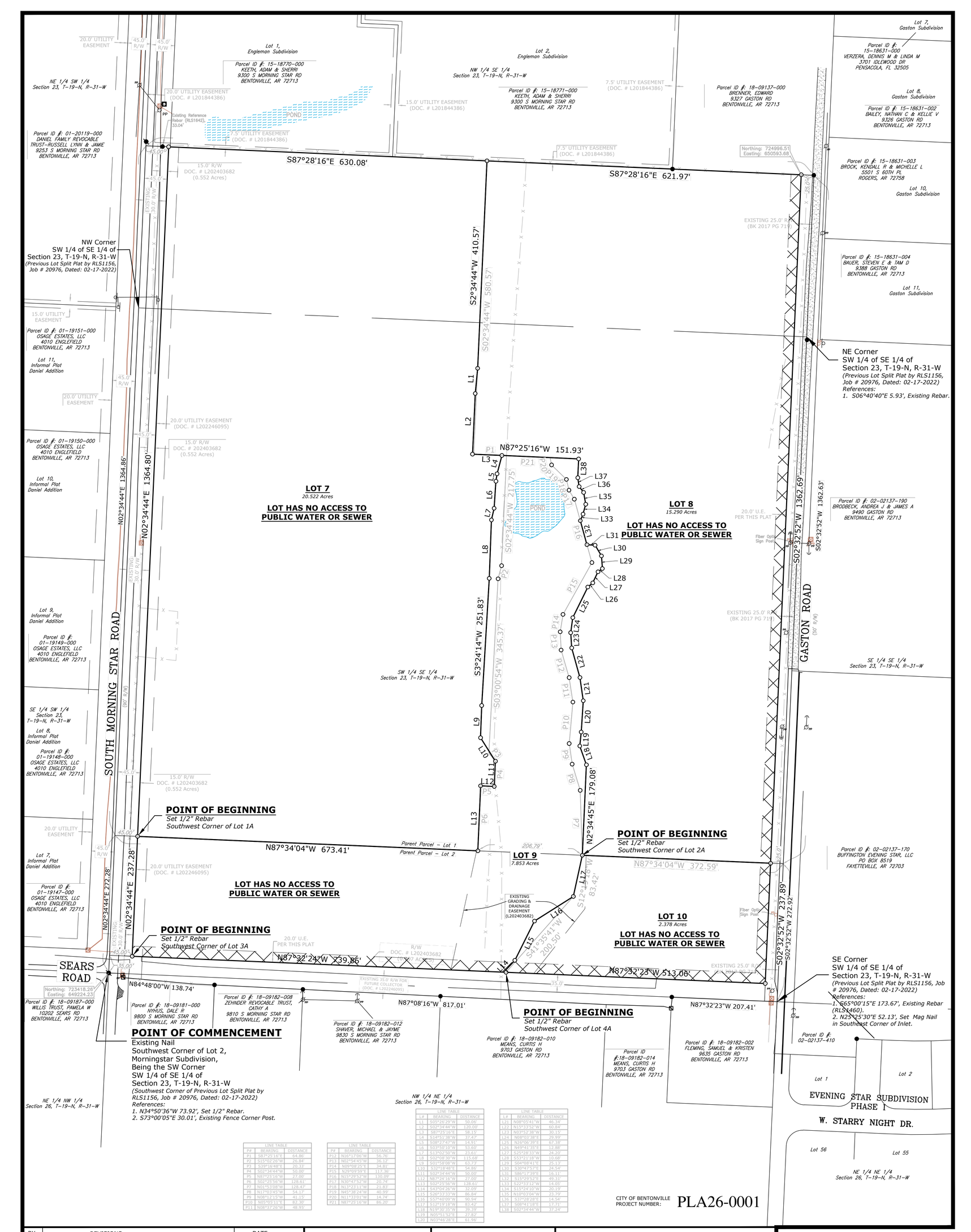
ANDERSON SURVEYING INC.
Arkansas -- Oklahoma
P.O. Box 129
Van Buren, AR 72957
(479)-474-4247
Fax (479)-410-5333
e-mail: tony@and-survey.com

BENTONVILLE, BENTON COUNTY, ARKANSAS
PROPERTY LINE ADJUSTMENT
MORNINGSTAR SUBDIVISION,
LOTS 3, 4, 5, & 6

FOR USE BY:
D.R. HORTON - NW ARKANSAS, LLC

DATE: 10-17-2025
JOB NO:
SCALE: 1" = 80'

BY:	REVISIONS	DATE



LINE TABLE		
P#	BEARING	DISTANCE
P1	S87°25'16"E	64.86'
P2	S15°02'20"W	26.84'
P3	S39°16'48"E	20.33'
P4	S02°34'44"W	50.00'
P5	N87°25'16"W	27.00'
P6	S02°25'56"W	128.61'
P7	N01°57'08"W	128.43'
P8	N17°03'45"W	54.17'
P9	N08°12'15"W	41.15'
P10	N05°05'11"E	82.30'
P11	N08°37'26"W	48.95'

LINE TABLE		
P#	BEARING	DISTANCE
P12	N16°17'05"W	56.75'
P13	N02°54'45"W	35.12'
P14	N09°08'25"E	34.81'
P15	N29°06'05"E	117.36'
P16	N15°29'52"W	130.09'
P17	N30°47'57"W	20.74'
P18	N15°23'13"W	21.83'
P19	N45°38'24"W	40.99'
P20	N11°33'01"W	14.24'
P21	N87°25'16"W	86.20'

LINE TABLE		
L#	BEARING	DISTANCE
L1	S05°26'29"W	59.06'
L2	S02°34'44"W	120.09'
L3	S87°25'16"E	58.15'
L4	S14°53'38"W	37.47'
L5	S08°27'47"W	14.91'
L6	S03°59'10"W	53.60'
L7	S13°02'50"W	23.61'
L8	S01°08'30"W	115.68'
L9	S01°43'08"W	52.73'
L10	S32°18'48"E	54.80'
L11	S02°34'44"W	50.00'
L12	N87°25'16"W	27.00'
L13	S02°25'56"W	128.61'
L14	S47°06'26"W	32.09'
L15	S26°33'33"W	86.84'
L16	S57°40'09"W	90.94'
L17	S32°19'18"W	83.42'
L18	N19°30'35"W	39.39'
L19	N05°53'52"E	27.82'
L20	N03°46'28"E	61.96'

LINE TABLE		
L#	BEARING	DISTANCE
L21	N08°05'41"W	46.34'
L22	N15°23'52"W	60.84'
L23	N03°52'38"W	30.15'
L24	N09°07'38"E	29.09'
L25	N26°06'39"E	67.38'
L26	N49°41'35"E	12.88'
L27	S25°28'33"W	24.20'
L28	S53°21'18"W	10.68'
L29	S04°08'41"E	25.13'
L30	S35°47'57"E	24.54'
L31	S86°17'39"E	16.11'
L32	S15°23'52"E	49.11'
L33	S22°33'12"W	14.05'
L34	S15°24'10"W	20.19'
L35	N15°07'04"W	23.79'
L36	S37°28'28"E	14.54'
L37	S08°41'18"E	17.71'
L38	S02°34'44"W	37.24'

BASIS OF BEARING:
ARKANSAS STATE PLANE NORTH
BASED ON GPS OBSERVATION

Scale in Feet: 80 0 80

LEGEND
- = SET 1/2"x18" REBAR
- = EXISTING IRON PIN
- = SET RR/SPIKE
- = EXISTING RR/SPIKE
- = SET MAG NAIL
- = EXISTING NAIL
- = EXISTING STONE
- = EXISTING MONUMENT
- = EXISTING FENCE
- = EXISTING FENCE POST
- = OVER HEAD POWER LINE
- = POWER POLE
- = MAN HOLE
- = WATER METER
- = ELECTRIC/TELEPHONE PEDESTAL
- = GAS METER
- = LIGHT POLE
- = FIBER OPTIC POST

BY:	REVISIONS	DATE

CITY OF BENTONVILLE PROJECT NUMBER: PLA26-0001

BENTONVILLE, BENTON COUNTY, ARKANSAS
PROPERTY LINE ADJUSTMENT
MORNINGSTAR SUBDIVISION,
LOTS 3, 4, 5, AND 6

DATE: 10/17/2025
JOB NO:
SCALE: 1" = 80'

FOR USE BY:
D.R. HORTON - NW ARKANSAS, LLC

ANDERSON SURVEYING INC.
Arkansas -- Oklahoma
P.O. Box 129
Van Buren, AR 72957
(479)-474-4247
Fax (479)-410-5333
e-mail: tony@and-survey.com

PRELIMINARY

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF LOTS 3-6 OF MORNINGSTAR SUBDIVISION CREATING NEW LOTS 7-10 OF MORNINGSTAR SUBDIVISION TO THE CITY OF BENTONVILLE, ARKANSAS; AND FOR OTHER PURPOSES.

(PROJECT NUMBER: PLA26-0001)

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the property line adjustment of LOTS 3-6 OF MORNINGSTAR SUBDIVISION creating new LOTS 7-10 OF MORNINGSTAR SUBDIVISION to the City of Bentonville, Benton County, Arkansas was submitted to the Bentonville Planning Commission on March 3, 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 3-6 OF MORNINGSTAR SUBDIVISION creating new LOTS 7-10 OF MORNINGSTAR 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

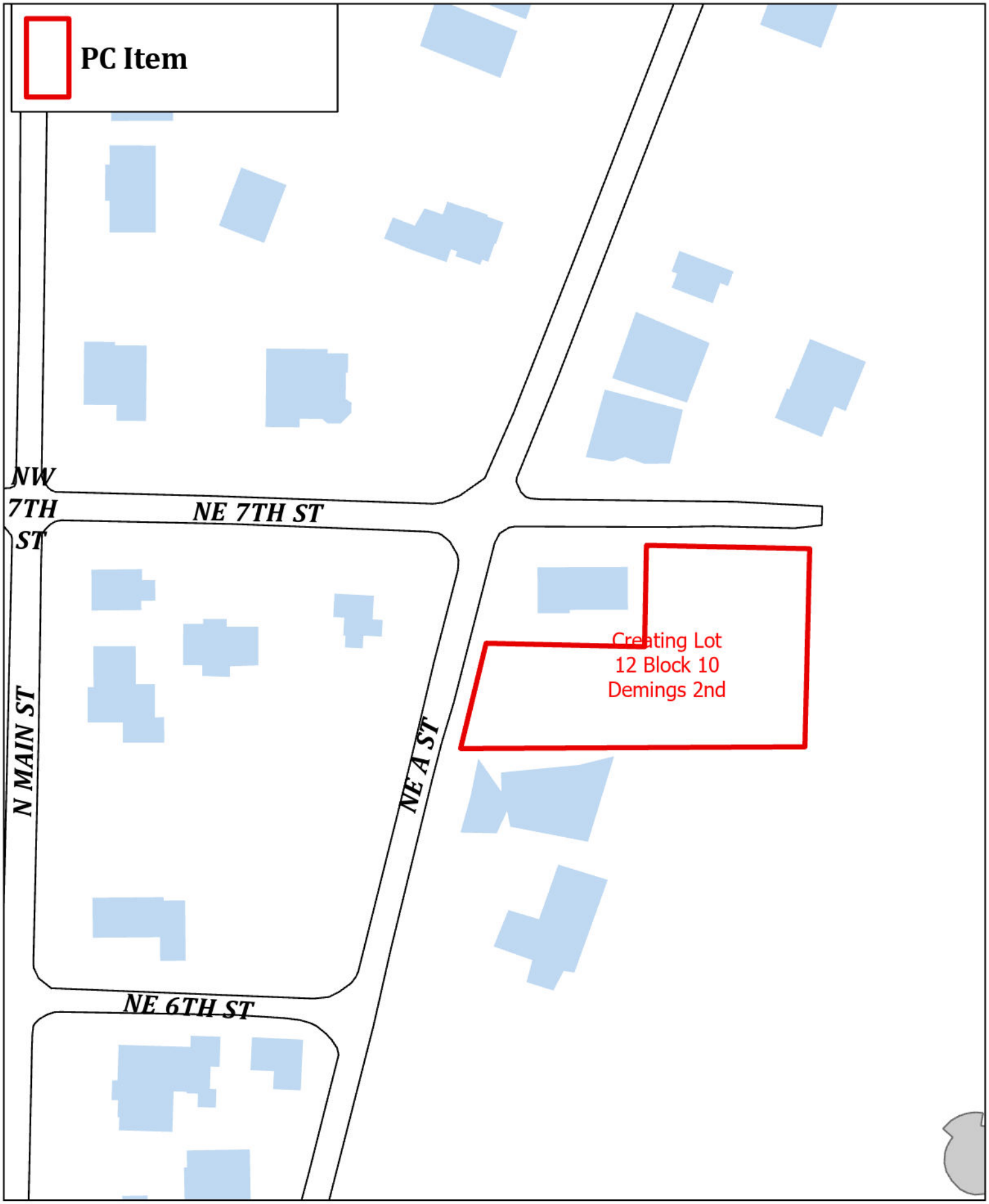
Consent Agenda Item

For the City Council meeting on March 10, 2026

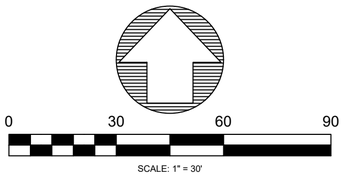
Details

Property Line Adjustment: Lots 2A & 2B, Block 10, Creating New Lot 12, Block 10 of Deming's 2nd Addition. 606 NE A ST, and 204 NE 7th ST. PLA26-0003.

A Property Line Adjustment of Lots 2A & 2B, Block 10, Creating New Lot 12, Block 10 of Deming's 2nd Addition. The plat is dedicating 930.29 square feet of R.O.W. along NE A St, and 142.73 square feet along NE 7th St, along with a 10' utility easement in the northeast corner of the lot.



PLA26-0003
Creating Lot 12 Block 10 Demings 2nd Sub
606 NE A ST A



PARENT TRACT 2A - LEGAL DESCRIPTION:

LOT 2A, DEMINGS 2ND ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN IN PLAT BOOK 20, PAGE 57 OF THE BENTON COUNTY PUBLIC RECORDS.

PARENT TRACT 2B - LEGAL DESCRIPTION:

LOT 2B, DEMINGS 2ND ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN IN PLAT BOOK 20, PAGE 57 OF THE BENTON COUNTY PUBLIC RECORDS.

NEW LOT 12 - LEGAL DESCRIPTION:

LOT 12, DEMINGS 2ND ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF BLOCK 10, DEMINGS 2ND ADDITION THENCE S 87°10'57" E A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING; THENCE S 87°10'57" E A DISTANCE OF 120.00 FEET; THENCE S 02°49'08" W A DISTANCE OF 146.31 FEET; THENCE N 88°38'09" W A DISTANCE OF 254.11 FEET; THENCE N 15°22'36" E A DISTANCE OF 79.66 FEET; THENCE S 87°10'57" E A DISTANCE OF 116.71 FEET; THENCE N 02°49'03" E A DISTANCE OF 75.00 FEET; TO THE POINT OF BEGINNING, WITH AN AREA OF 27259.66 SQUARE FEET, OR 0.626 ACRES, MORE OR LESS, AND SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF RECORD OR FACT.

NORTHEAST 7TH STREET - R.O.W. DESCRIPTION:

A PART OF LOT 2A, DEMINGS 2ND ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF BLOCK 10, DEMINGS 2ND ADDITION, THENCE S 87°10'57" E A DISTANCE OF 100 FEET TO THE POINT OF BEGINNING; THENCE S 87°10'57" E A DISTANCE OF 120.00 FEET; THENCE S 02°49'08" W A DISTANCE OF 0.64 FEET; THENCE N 87°42'14" W A DISTANCE OF 59.49 FEET; THENCE N 87°42'14" W A DISTANCE OF 60.52 FEET; THENCE N 02°49'03" E A DISTANCE OF 1.74 FEET TO THE POINT OF BEGINNING, WITH AN AREA OF 142.73 SQUARE FEET, OR 0.003 ACRES, MORE OR LESS, AND SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF RECORD OR FACT.

NORTHEAST "A" STREET - R.O.W. DESCRIPTION:

A PART OF LOT 2B, DEMINGS 2ND ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 2B, THENCE N 15°22'36" E A DISTANCE OF 79.66 FEET; THENCE S 87°10'57" E A DISTANCE OF 12.59 FEET; THENCE S 16°13'00" W A DISTANCE OF 79.63 FEET; THENCE N 88°38'09" W A DISTANCE OF 11.46 FEET TO THE POINT OF BEGINNING, WITH AN AREA OF 930.29 SQUARE FEET, OR 0.021 ACRES, MORE OR LESS, AND SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF RECORD OR FACT.

OWNERSHIP INFORMATION:

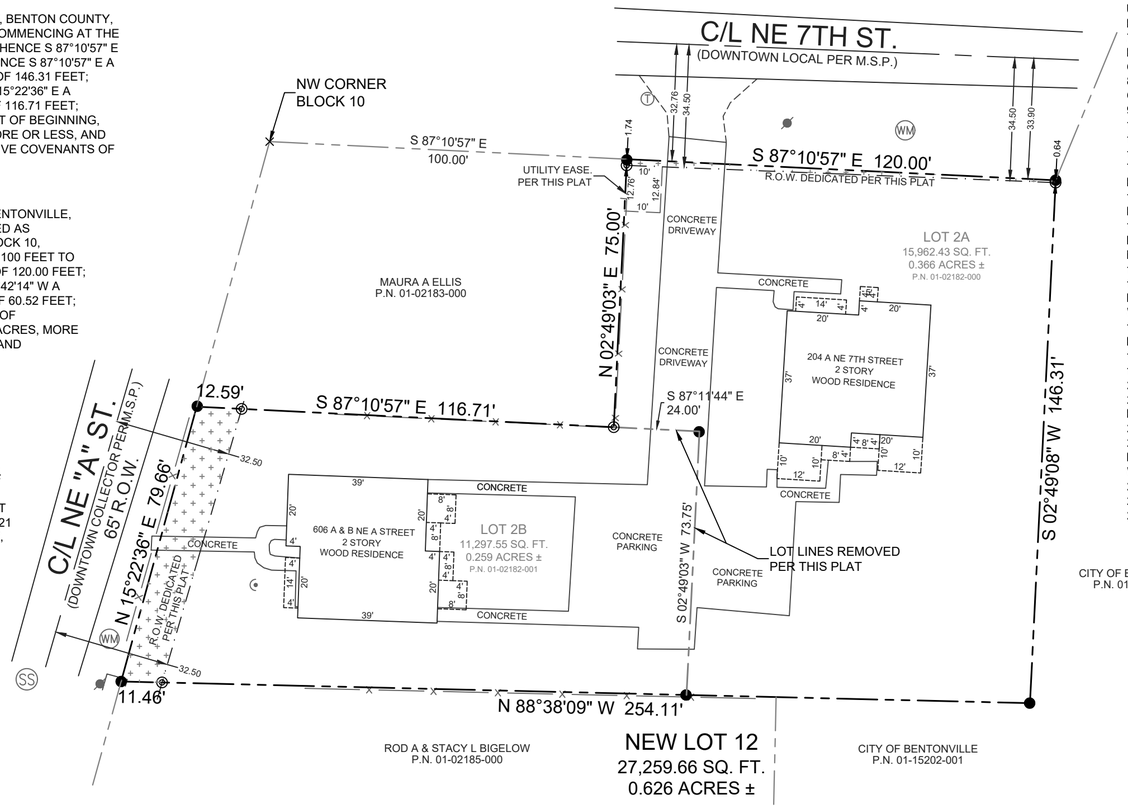
MEADOWGLADE II LTD PARTNERSHIP
808 N MAIN STREET
BENTONVILLE, AR 72712-4834

UTILITY EASEMENT DESCRIPTION:

A UTILITY EASEMENT LYING ON LOT 2A, DEMINGS 2ND ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF BLOCK 10, DEMINGS 2ND ADDITION, THENCE S 87°10'57" E A DISTANCE OF 100 FEET; THENCE S 02°49'03" W A DISTANCE OF 1.74 FEET TO THE POINT OF BEGINNING, THENCE S 87°42'14" E A DISTANCE OF 10.00 FEET; THENCE S 02°51'13" W A DISTANCE OF 12.84 FEET; THENCE N 87°17'10" W A DISTANCE OF 10.00 FEET; THENCE N 02°49'03" E A DISTANCE OF 12.76 FEET TO THE POINT OF BEGINNING, WITH AN AREA OF 127.94 SQUARE FEET, OR 0.003 ACRES, MORE OR LESS, AND SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF RECORD OR FACT.

FLOOD CERTIFICATION:

I CERTIFY THAT I HAVE EXAMINED THE OFFICIAL FLOOD INSURANCE HAZARD RATE MAP PANEL NO. 05007C0090J (EFFECTIVE DATE 09/28/2007) AND FOUND THE DESCRIBED PROPERTY HEREON LIES IN ZONE "X", AN AREA HAVING NO SPECIAL FLOOD HAZARDS.



LEGEND

- FOUND REBAR
- SET 1/2" REBAR W/CAP
- CLEAN OUT
- TELEPHONE VAULT
- WATER METER
- SEWER MANHOLE
- UTILITY POLE
- PROPERTY LINE
- RIGHT-OF-WAY
- CENTERLINE
- FENCE LINE
- EASEMENT

NOTES:

1. 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.
2. BASIS OF BEARINGS: ARKANSAS STATE PLANE COORDINATE SYSTEM, NORTH ZONE.
3. DECLARATION IS MADE TO ORIGINAL PURCHASER OF THE SURVEY. IT IS NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS.
4. THIS SURVEY IS VALID ONLY IF THE DRAWING INCLUDES THE SEAL AND SIGNATURE OF THE SURVEYOR.
5. SETBACKS SHALL BE PER THE CURRENT ZONING DISTRICT AS STATED IN THE MOST RECENT CITY OF BENTONVILLE ZONING CODE. FOR MORE INFO VISIT WWW.BENTONVILLEPLANNING.COM OR CALL THE PLANNING DEPARTMENT AT (479) 271-3122.
6. 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.
7. 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.
8. 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.
9. THIS SURVEY DOES NOT PROVIDE SURVEY CONTROL FOR FUTURE CONSTRUCTION.
10. FLOOD ZONES SHOWN BY GRAPHIC PLOTTING ONLY.
11. ALL STRUCTURES MUST MAINTAIN A MINIMUM OF 20' CLEARANCE FROM ALL ELECTRIC LINES
12. 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.
13. IT IS THE RESPONSIBILITY OF THE DEVELOPER TO COORDINATE WITH THE NEW SERVICE COORDINATOR @ 479-271-3139 TO DETERMINE IF EQUIPMENT IS IN CONFLICT.
14. 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.
15. THERE ARE NO WAIVERS, VARIANCES, AND/OR CONDITIONAL USES AT THE TIME OF PREPARING THIS PLAT OR PLAN.
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. 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. SIDEWALKS SHALL BE THE RESPONSIBILITY OF THE BUILDER/OWNER AT THE TIME OF BUILDING PERMIT ISSUANCE.
19. OWNER/DEVELOPER SHALL COORDINATE WITH ALL LOCAL UTILITIES TO ENSURE THAT EACH LOT HAS WATER,SEWER, AND ELECTRIC SERVICE.
20. THERE MAY NOT BE FENCES OR ANY OTHER STRUCTURES BUILT IN ANY DRAINAGE EASEMENTS.
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. ALL SIDEWALKS SHALL BE INSTALLED BY THE TIMEFRAMES SET FORTH IN 900.08 OF THE STREET SPECIFICATIONS
23. 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.
24. APPROVAL OF THIS PLAT DOES NOT GUARANTEE ARKANSAS HEALTH DEPARTMENT APPROVAL.
25. SIDEWALKS SHALL BE THE RESPONSIBILITY OF THE BUILDER/OWNER AT TIME OF BUILDING PERMIT ISSUANCE.
26. ALL UTILITY LOCATIONS SHOWN HAVE BEEN FIELD VERIFIED.

CERTIFICATE OF APPROVAL:

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

DATE OF EXECUTION: _____

SIGNED _____
PLANNING COMMISSION CHAIRPERSON

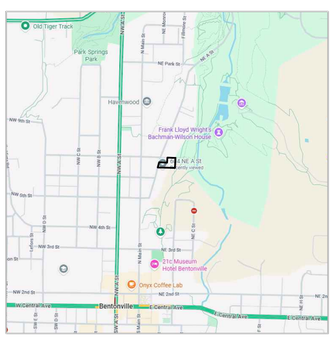
DATE OF EXECUTION: _____

SIGNED _____
MAYOR, CITY OF BENTONVILLE

SIGNED _____
CITY CLERK, CITY OF BENTONVILLE

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, Fire Chief, 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 Thompson, 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, (479) 271-3161
i. **Planning Dept.**: City of Bentonville, Tyler Overstreet, 305 SW A Street, Bentonville, AR, (479) 271-3122
j. **Building and Fire Safety**: City of Bentonville, Brad Arnold, 305 SW A Street, Bentonville, AR, (479) 271-3108
k. **City Engineer**: City of Bentonville, Ellen Norvell, 3200 SW Municipal Drive, Bentonville, AR, (479) 271-5993
l. **Stormwater**: City of Bentonville, Alison West, 3200 SW Municipal Drive, Bentonville, AR, (479) 271-6719, jwest@bentonvillear.com



VICINITY MAP
(N.T.S.)

CERTIFICATE OF SURVEY ACCURACY:

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

DATE OF EXECUTION _____

SIGNED: _____
REGISTERED LAND SURVEYOR
NO. 1370
STATE OF ARKANSAS

CERTIFICATE OF OWNERSHIP AND DEDICATION:

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

DATE OF EXECUTION: _____

PRINT NAME: _____

SIGNATURE: _____

STATE OF ARKANSAS, COUNTY OF BENTON, SUBSCRIBED AND SWORN BEFORE ME THIS _____ DAY OF _____, 20__.

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

CERTIFICATE OF AUTHORIZATION
COA CERTIFICATE NUMBER: 3049

PROJECT NUMBER: PLA26-0003

CASTER & ASSOCIATES
LAND SURVEYING, INC.
2715 SE "I" Street, Suit 5
Bentonville, AR 72712
(479) 268-4464

REGISTERED
STATE OF ARKANSAS
NO.1370
SIGNATURE
ROBERT J. CASTER
PROFESSIONAL LAND SURVEYOR

SCALE: 1" = 30'	DATE: 02/03/2026

PROPERTY LINE ADJUSTMENT
LOTS 2A & 2B, DEMINGS 2ND ADD.
CREATING LOT 12, DEMINGS 2ND ADD.

606 A & B NE A ST., 204 A NE 7TH ST.
BENTONVILLE, BENTON CO., AR

JOB #	DRAWN BY:	CHK'D BY:	PAGE
25-188	JRC	RJC	1 OF 1

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF LOTS 2A & 2B, BLOCK 10 OF DEMING'S ADDITION CREATING NEW LOT 12, BLOCK 10 OF DEMING'S ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS; AND FOR OTHER PURPOSES.
(PROJECT NUMBER: PLA26-0003)

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the property line adjustment of LOTS 2A & 2B, BLOCK 10 OF DEMING'S ADDITION creating new LOT 12, BLOCK 10 OF DEMING'S ADDITION to the City of Bentonville, Benton County, Arkansas was submitted to the Bentonville Planning Commission on March 3, 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 2A & 2B, BLOCK 10 OF DEMING'S ADDITION creating new LOT 12, BLOCK 10 OF DEMING'S ADDITION to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes;

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

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

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

PASSED AND APPROVED this_____ day of _____, 2026.

APPROVED:

_____
Stephanie Orman, Mayor

ATTEST:

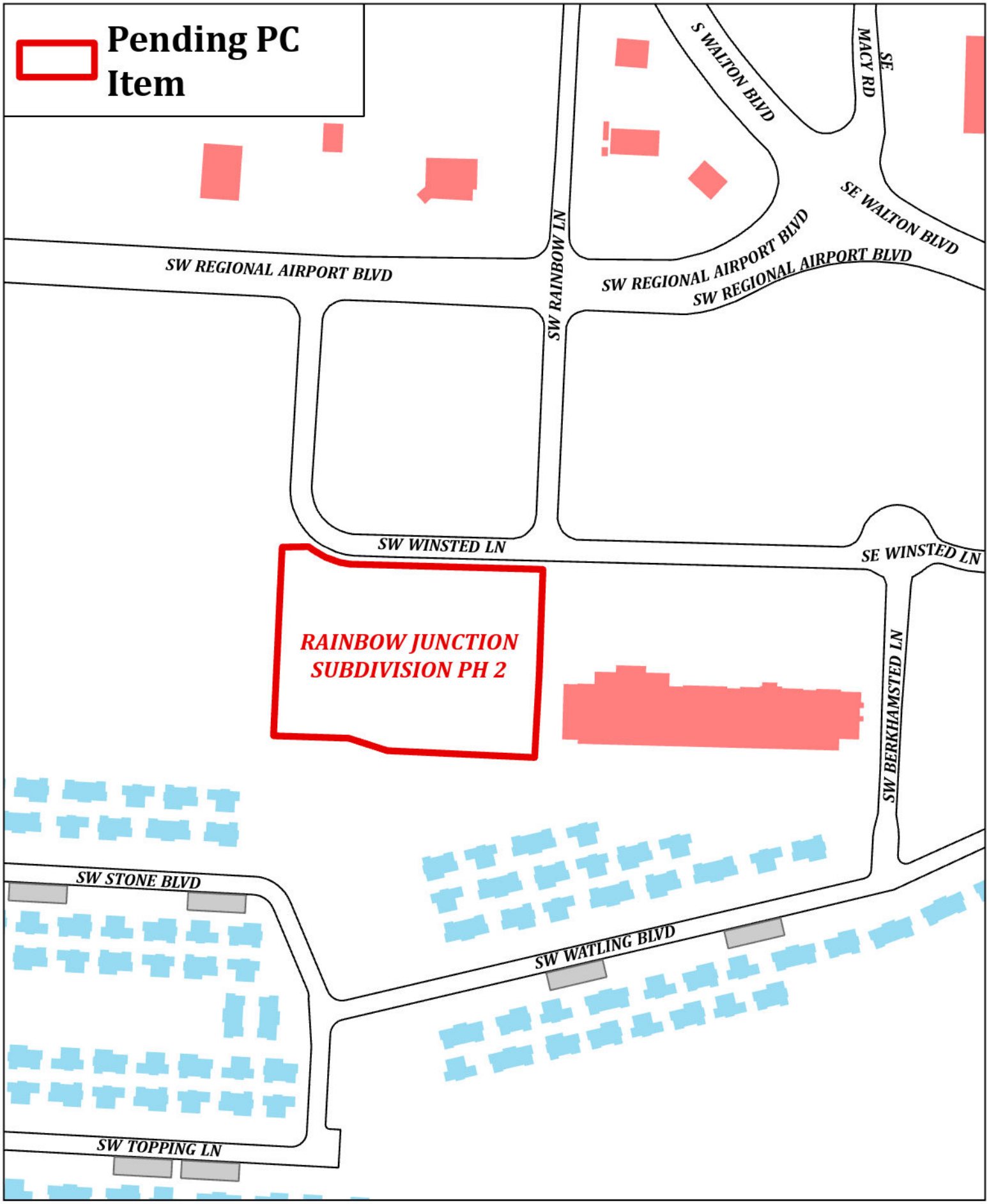
_____
Malorie Marrs, City Clerk

Consent Agenda Item

For the City Council meeting on March 10, 2026

Details

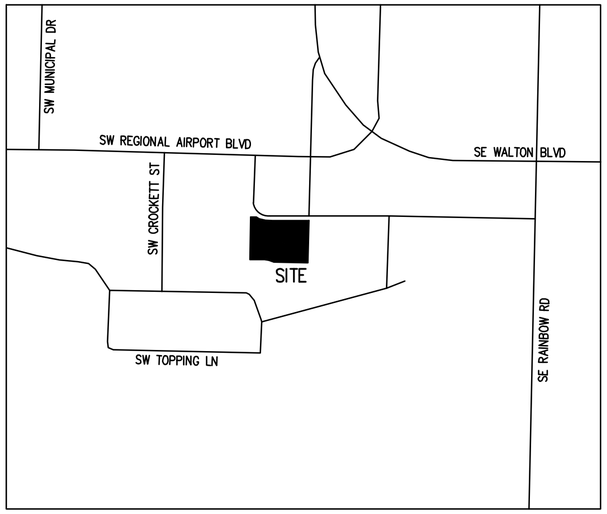
Final Plat of Rainbow Patio Homes Subdivision, FP25-0004
A final plat of Rainbow Patio Homes Subdivision. All easements are dedicated as shown on the plat. The preliminary plat, approved on 10/04/2022 consists of 4 lots.



N
W E
S

FP25-0004
RAINBOW JUNCTION SUBDIVISION PH 2
122 SW WINSTED LN

RAINBOW JUNCTION SUBDIVISION PHASE II



VICINITY MAP NTS

LEGEND

○	FOUND 5/8" IRON PIN
◇	CALCULATED
●	SET 5/8" IRON PIN
	PROPERTY LINE
	EXISTING RIGHT OF WAY
	EXISTING EASEMENT
	PROPOSED EASEMENT
	BUILDING SETBACK LINE (BSL)
	STREET CENTERLINE

GRAPHIC SCALE IN FEET
20' 0 20'

BASIS OF BEARING: ARKANSAS STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NAD 83 HORIZONTAL DATUM AND NAVD 88 VERTICAL DATUM DETERMINED BY GPS OBSERVATION ON THE CITY OF BENTONVILLE CONTROL MONUMENTS USING THEIR PUBLISHED VALUES.
BEARING: GRID
DISTANCE: GRID
CONVERGENCE ANGLE: -01°17'12.26"
COMBINED SCALE FACTOR: 0.99996034
VALUE CALCULATED AT THE FOLLOWING POINT:
N 735453.175 E 661019.648 Z 1276.245

CONTACT INFORMATION
OWNER/DEVELOPER:

PLATEAU PROPERTIES LLC
1106 QUAIL MEADOWS AVE
SPRINGDALE, AR 72764

DESCRIPTION:

LOT 18 OF RAINBOW JUNCTION SUBDIVISION, AS PER PLAT RECORD 2016-378 IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF BENTON COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 18;
THENCE ALONG THE OUTER BOUNDS THEREOF THE FOLLOWING EIGHT COURSES:
THENCE S02°39'39"W 247.04 FEET;
THENCE N87°21'18"W 194.47 FEET;
THENCE N72°07'03"W 53.27 FEET;
THENCE N87°21'18"W 96.29 FEET;
THENCE N02°40'03"E 246.58 FEET;
THENCE S87°20'53"E 35.11 FEET;
THENCE 64.24 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 101.00 FEET AND A LONG CHORD OF S70°17'36"E 63.17 FEET;
THENCE S88°30'57"E 246.68 FEET TO THE POINT OF BEGINNING, CONTAINING 1.90 ACRES, MORE OR LESS AND SUBJECT TO ANY AND ALL EASEMENTS OF RECORD OR FACT.

SURVEY NOTES:

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

THE PROPERTY SURVEYED IS WITHIN THE MUNICIPAL LIMITS OF BENTONVILLE, AR.

ACCORDING TO THE CITY OF BENTONVILLE GIS WEB SITE THE PROPERTY SURVEYED IS ZONED R-3.

THE BOUNDARY DETERMINATION SHOWN HEREON WAS BASED UPON THE FOLLOWING DOCUMENTS AND NO OTHERS: DEED 2014-15338, DEED L202165508, PLAT 2014-118, PLAT 2015-577, AND PLAT 2016-378.

NO ATTEMPT WAS MADE TO SHOW BUILDING SETBACK LINES GRAPHICALLY ON THE SURVEY. THE DESIGNATION OR ORIENTATION OF SETBACKS THAT AFFECT THE USE OF THIS PROPERTY ARE DETERMINED BY THE LOCAL GOVERNING JURISDICTION. SETBACK DIMENSIONS WILL BE BASED ON THE ORIENTATION OF THE BUILDINGS TO BE CONSTRUCTED.

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

THERE MAY BE BUILDINGS AND OTHER IMPROVEMENTS ON THE PROPERTY THAT ARE NOT SHOWN ON THIS PLAT.

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

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

NO PART OF THIS PROPERTY IS IN FLOOD ZONE "A" OR "AE", AND NONE OF THE PROPERTY IS INSIDE THE 100-YEAR FLOOD PLAIN AS SHOWN ON THE NATIONAL FLOOD INSURANCE PROGRAM'S FIRM PANEL NUMBER 05007C0255K, EFFECTIVE DATE JUNE 05, 2012.

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

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 WITH-IN THE RIGHT-OF-WAY.

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

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

SIDEWALK CONSTRUCTION SHALL BE THE RESPONSIBILITY OF THE BUILDER OR OWNER/DEVELOPER AT THE TIME OF BUILDING PERMIT ISSUANCE AND IN ACCORDANCE WITH THE CITY OF BENTONVILLE DESIGN STANDARDS. HANDICAP ACCESSIBLE RAMPS AND SIDEWALKS ALONG ALL NON-BUILDABLE LOT FRONTAGES SHALL BE CONSTRUCTED BY THE DEVELOPER. ANY DAMAGE THAT OCCURS WITHIN THE RIGHT-OF-WAY DURING THE HOME/LOT CONSTRUCTION ACTIVITIES SHALL BE THE RESPONSIBILITY OF THE HOMEBUILDER OR OWNER/DEVELOPER TO REPLACE TO CITY STANDARDS. THIS INCLUDES ANY EXISTING SIDEWALKS OR ADA RAMPS THAT ARE DAMAGED.

NO RESIDENTIAL LOT SHALL BE PERMITTED DIRECT ACCESS TO A COLLECTOR, MINOR, OR MAJOR ARTERIAL STREET. ALL RESIDENTIAL SUBDIVISION DEVELOPMENT CONTIGUOUS TO A COLLECTOR, MINOR, OR MAJOR ARTERIAL STREET SHALL ORIENT FRONTAGE TO A LOCAL STREET, AND BACK OF THE PROJECT, WITHOUT ACCESS TO THE SAID MAJOR STREETS.

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

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.

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 SUBDIVISION PURSUANT TO MUNICIPAL CODE SECTION 401.12 AND 401.13.

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.

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

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

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	64.24'	101.00'	36°26'42"	S70° 17' 36"E	63.17'
C2	14.59'	21.55'	38°46'59"	S18° 52' 18"W	14.31'
C3	3.12'	4.00'	44°45'35"	S69° 47' 04"W	3.05'
C4	42.87'	68.63'	35°47'36"	N75° 08' 01"W	42.18'
C5	8.37'	4.00'	119°57'39"	N34° 28' 12"E	6.93'
C6	6.08'	4.00'	87°02'02"	S42° 01' 58"E	5.51'
C7	6.28'	4.00'	90°00'00"	S43° 30' 57"E	5.66'
C8	9.55'	6.00'	91°09'39"	S42° 56' 08"E	8.57'

ADJOINING PROPERTY OWNER INFORMATION

1. PARCEL 01-15217-000
PLATEAU PROPERTIES LLC & KAISER LLC
1106 QUAIL MEADOWS AVE
SPRINGDALE AR 72764
2. PARCEL 01-15220-001
CITY OF BENTONVILLE
1000 SW 14TH ST
BENTONVILLE AR 72712
3. PARCEL 01-15220-000
HOUNDS PROPERTIES BENTONVILLE LLC
1818 N TAYLOR ST # 337
LITTLE ROCK AR 72207
4. PARCEL 01-15211-000
County Name: Benton County
MARTIAL ARTS SERVICES INC
5900 LINDSEY RD
LITTLE ROCK AR 72206
5. PARCEL 01-15212-000
GAZZOLA PROPERTIES OF BENTONVILLE LLC
4127 W WEDINGTON DR
FAYETTEVILLE AR 72704

PARCEL LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S8° 12' 31"E	18.85'
L2	S47° 24' 17"W	5.59'

LOT ADDRESS TABLE	
LOT NO.	ADDRESS
1	210 SW WINSTED LN
2	208 SW WINSTED LN
3	206 SW WINSTED LN
4	204 SW WINSTED LN

CONTACT INFORMATION:

BLACK HILL ENERGY: JOSH KNIGHT, 1301 FEDERAL WAY, PO BOX 2129, LOWELL, AR 72745, (479) 333-7005, 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: CHAD HODGE, 4901 S. 48TH STREET, SPRINGDALE, AR 72762, (479) 717-3796, CHAD.HODGE@COX.COM, TIMOTHY GOSS, (479) 651-5583, TIMOTHY.GOSS@COX.COM

FIRE DEPT.: CITY OF BENTONVILLE, BRENT BOYDSTON, FIRE CHIEF, 800 SW A STREET, BENTONVILLE, AR 72712, (479) 271-5927

STREET DEPT.: CITY OF BENTONVILLE, TROY DAVIS, 3200 SW MUNICIPAL DRIVE, BENTONVILLE, AR 72712, (479) 271-3130

WATER DEPT.: CITY OF BENTONVILLE, BEAU THOMPSON, 3200 SW MUNICIPAL DRIVE, BENTONVILLE, AR 72712, (479) 271-3140

ELECTRIC DEPT.: CITY OF BENTONVILLE, CHARLIE BARNES, 3200 SW MUNICIPAL DRIVE, BENTONVILLE, AR 72712, (479) 271-3159

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, JAKE FEEMSTER, 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, JANET PAITH, 3200 SW MUNICIPAL DRIVE, BENTONVILLE, AR, (479) 271-5002, JPAITH@BENTONVILLEAR.COM

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 OWNERSHIP

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

DATE OF EXECUTION: _____

SIGNED: _____

NAME & ADDRESS: _____

PRINT NAME: _____

SOURCE OF TITLE: DEED RECORD L202165508 AND PLAT RECORD 2016-379

STATE OF ARKANSAS)
) SS
COUNTY OF BENTON)
SUBSCRIBED AND SWORN BEFORE ME THIS ____ DAY OF _____, 20___
MY COMMISSION EXPIRES:

NOTARY PUBLIC_____

CERTIFICATE OF SURVEYING ACCURACY

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

DATE OF EXECUTION: 02/03/2026

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

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

REGISTERED
STATE OF ARKANSAS
NO. 1460
SIGNATURE
KEVIN J. MONTGOMERY
PROFESSIONAL LAND SURVEYOR

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

ATLAS PAGE: 485

CITY OF BENTONVILLE
PROJECT NUMBER: FP25-0004

RECORD INFORMATION

STATE PLAT CODE:
500-19N-30W-0-07-200-04-1460

SEAL

FINAL PLAT
RAINBOW JUNCTION SUBDIVISION PHASE II

PREPARED FOR:
PLATEAU PROPERTIES, LLC

BENTONVILLE ARKANSAS

DATE: 02/03/2026
PROJECT NO: 21111700
CONTACT: K MONTGOMERY

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

CERTIFICATE OF AUTHORIZATION:
CERTIFICATE OF AUTHORIZATION
CRAFTON, TULL & ASSOCIATES, INC. No. 109
ARKANSAS ENGINEER

© 2026 Crafton, Tull & Associates, Inc.

DELTA	DESCRIPTION	DATE
1	REVISED PER COMMENTS	02/03/2026

SHEET NO.:
1 OF 2

DRAWING G:\21111700_RAINBOWTHUNFRASTRUCTURE\SURVEY\DWG\21111700_FINAL PLAT.DWG
LAYOUT: LAYOUT1, LAST SAVED: KMATA, 1/30/2026 9:17:17 AM
LAST PLOTTED BY: KEVIN MONTGOMERY, 2/3/2026 12:53:13 PM, [PLOTTED BY:* VALID ON HARD COPY ONLY]

N = 735760.044
E = 660725.838

GRAPHIC SCALE IN FEET
20' 0 20'

SW WINSTED LN 52' R/W PR 2014–118

S87°20'53"E 35.11'

DRAINAGE EASEMENT PER THIS PLAT

S85°32'59"E 81.79'

S88°30'57"E 246.68'

50.79' 54.00' 54.00' 87.89'

P.O.B.
NE CORNER
LOT 18
PR 2016–378
N = 735730.730
E = 661066.977

20' UTILITY EASEMENT PR 2006–1410

20' DRAINAGE EASEMENT PR 2006–1410

DRAINAGE EASEMENT DOC 2015–6917

LOT 1
±6022 SQ FT
MIN FF 1278.20

LOT 2
±6022 SQ FT
MIN FF 1278.50

LOT 3
±6022 SQ FT
MIN FF 1278.90

LOT 4
±9673 SQ FT
MIN FF 1279.25

30' BSL
25' BSL
10' BSL
20' BSL

10' X 17' UTILITY EASEMENT PER THIS PLAT

30' PUBLIC ACCESS EASEMENT PR 2014–118

S1°29'03"W 89.62'
N1°29'03"E 111.56'
N1°29'03"E 111.51'
N1°29'03"E 111.53'

N2°40'03"E 246.58'

N25°30'38"W 243.84'

S88°30'57"E 214.58'

54.00' 54.00' 54.00' 85.60'

N88°30'57"W 247.60'

20' DRAINAGE & UTILITY EASEMENT PR P1–980

S2°39'39"W 247.04'

DRAINAGE EASEMENT PER THIS PLAT

LOT 5
STORM WATER DETENTION
NON–BUILDABLE
±54981 SQ FT
100 YR WSE – 1275.00

POND OUTLET STRUCTURE

80' DRAINAGE EASEMENT PR 2006–1410

S2°38'33"W 89.46'

90.70'

DRAINAGE EASEMENT PER THIS PLAT

S87°20'41"E 23.97'

L1

N87°21'18"W 96.29'

N72°07'03"W 53.27'

C4

N87°50'08"W 152.36'

C3 L2

N87°21'18"W 194.47'

C2

44.81'

30' DRAINAGE EASEMENT PR P1–980

30' DRAINAGE & UTILITY EASEMENT PR P1–980

RECREATION TRAIL

ATLAS PAGE: 485

CITY OF BENTONVILLE
PROJECT NUMBER: FP25–0004

RECORD INFORMATION

STATE PLAT CODE:
500-19N-30W-0-07-200-04-1460

SEAL

REGISTERED
STATE OF ARKANSAS
NO. 1460
SIGNATURE
KEVIN J. MONTGOMERY
PROFESSIONAL LAND SURVEYOR

FINAL PLAT
RAINBOW JUNCTION SUBDIVISION PHASE II

PREPARED FOR:
PLATEAU PROPERTIES, LLC

BENTONVILLE ARKANSAS

DATE: 02/03/2026
PROJECT NO: 21111700
CONTACT: K MONTGOMERY

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

CERTIFICATE OF AUTHORIZATION:
CERTIFICATE OF AUTHORIZATION
CRAFTON, TULL & ASSOCIATES, INC.
No. 109
ARKANSAS ENGINEER

© 2026 Crafton, Tull & Associates, Inc.

DELTA	DESCRIPTION	DATE

SHEET NO.:
2 OF 2

DRAWING: G:\21111700_RAINBOWTH\INFRASTRUCTURE\SURVEY\DWG\21111700_FINAL PLAT.DWG
LAYOUT: LAYOUT2 LAST SAVED: KM476, 1/30/2026 9:17:17 AM
LAST PLOTTED BY: KEVIN.MONTGOMERY, 2/3/2026 12:54:05 PM [PLOTTED BY: VALID ON HARD COPY ONLY]

ORDINANCE NO._____

AN ORDINANCE ACCEPTING A FINAL PLAT OF RAINBOW PATIO HOMES SUBDIVISION TO THE CITY OF BENTONVILLE, ARKANSAS; AND FOR OTHER PURPOSES.

(PROJECT NUMBER: FP25-0004)

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the final plat of RAINBOW PATIO HOMES SUBDIVISION to the City of Bentonville, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on March 3, 2026;

WHEREAS, said final plat is attached hereto as Exhibit "A";

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

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

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

Section 1: That the final plat of RAINBOW PATIO HOMES 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 final plat by certifying said acceptance on the approved final 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

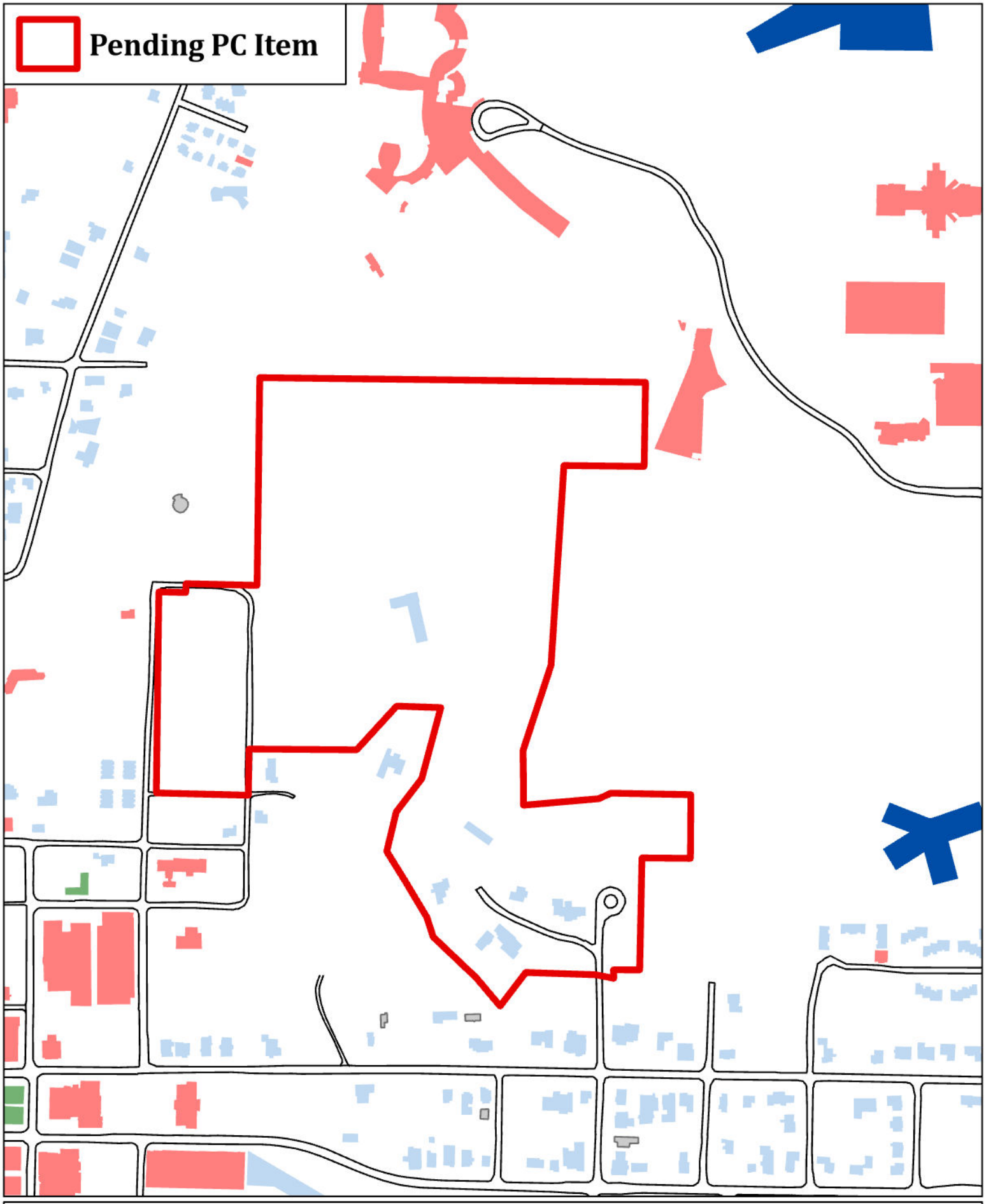
Consent Agenda Item

For the City Council meeting on March 10, 2026

Details

Property Line Adjustment: Lots 5, 8, 7 and 10-14 of Demings Addition, Block 1, Lots 3A, 3B, 4, 5, and 6 of Curtis Addition, Lot 8 of Enfield Park, and Parcels 01-00353-000, 01-00354-000, 01-00361-000, 01-00362-000, 01-00363-000, 01-00364-000, 01-00365-000, and 01-00366-000, Creating Lots 1 & 2 of Crystal Lands Subdivision, Phase 1. 501 Northeast F Street, PLA25-0020.

A Property Line Adjustment of Lots 5, 8, 7 and 10-14 of Demings Addition, Block 1, Lots 3A, 3B, 4, 5, and 6 of Curtis Addition, Lot 8 of Enfield Park, and Parcels 01-00353-000, 01-00354-000, 01-00361-000, 01-00362-000, 01-00363-000, 01-00364-000, 01-00365-000, and 01-00366-000, Creating Lots 1 & 2 of Crystal Lands Subdivision, Phase 1. The plat is dedicating a variable width utility easement within Lot 1. The plat is also dedicating a 20-foot-wide utility easement within Lot 1.



N
W E
S

PLA25-0020
C Street Home & Crystal Lands Replat
501 NE F St

Property Line Adjustment of Lots 5, 8, 7, and 10-14 of Deming's Addition Block 1, Lots 4-6, 3A, and 3B of Curtis Addition, Lot 8 of Enfield Park, and Parcels #01-00353-000, 01-00354-000, 01-00361-000 through 01-00366-000, and 01-00370-000, Creating Lots 1 & 2 of Crystal Lands Subdivision, Phase 1
Crystal Lands, LLC

NE C Street

Bentonville, Benton County, Arkansas

GENERAL NOTES:

1. *Except as specifically stated or shown on this plat, the survey does not purport to reflect any of the following which may be applicable to the subject real estate: Easements, other than 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 Property Line Adjustment of the parcels recorded in Deed Records, Deed Book 2006, Page 4670 & Book 2012, Page 5275 in the public records of 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: All bearings and distances shown hereon are grid based on Arkansas State Plane Coordinate System, NAD83, North Zone.*
6. *This survey is valid only if the drawing includes the seal and signature of the surveyor.*
7. *This survey meets current Arkansas State Standards of Practice for Property Boundary Surveys and Plats.*
8. *This survey is based on a title commitment provided by Chicago Title Insurance Company, File Number190561-106 countersigned by Waco Title Company, Effective Date: Febuary 4, 2019.*
9. *Declaration is made to the original purchaser of the survey and those listed in the certification for the use of this transaction only and is not transferable to any additional institutions or subsequent owners.*
10. *No attempt was made to show building setback lines graphically on the survey. The assignment, vacation, or orientation of setbacks that impact the usage rights of the property are determined by the local governing jurisdictional agency. Setback dimensions will be based on the orientation of the building(s) to be constructed as approved.*
11. *Underground utilities were located by visible above ground markings as marked by utility locators and shown hereon as located by CEI Engineering Associates, Inc. survey field crews. All utility locations shown hereon are approximate. All utilities may not have been marked/located by the appropriate locators. No excavation has taken place as of this date to determine the exact location of existing underground utilities shown on this survey.*
12. *The contractor is advised to contact the 811 One-Call Center before any construction begins, depending on the state there is a possibility of a severe penalty for not making this call. Not all utility companies are members of the One-Call Systems. Therefore the contractor is advised to contact all non-members as well as the One-Call System.*
15. *By scaled map location and graphical plotting only. A portion of this property is located within Flood Zone "AE" as determined by the National Flood Insurance Program which is subject to inundation by the 1% annual chance flood (100-year flood) shown on the Flood Insurance Rate Map for Benton County, Arkansas.*
    Map Number: 05007C0255K
    Map Revised: June 5, 2012
    Revised data provided per Base Level Engineering detailed study found at FEMA Estimated Base Flood Elevation (BFE) Viewer found at https://webapps.usgs.gov/infrm/estbfe/
16. *Setbacks shall be per the current zoning district as stated in the most recent City of Bentonville Zoning Code. This property is currently zoned A-1, Agricultural. For more info visit www.bentonvilleplanning.com or call the Planning Department @ 479-271-3122.*
    City of Bentonville approved a setback Variance (VAR21-0041) on December 22, 2021 granting an eleven (11) foot setback where thirty (30) foot is required.
17. *Sidewalks shall be the responsibility of the builder/owner at time of building permit issuance.*
18. *There may not be fences or any other structures built in any drainage easements.*
19. *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.*
20. *Owner is 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 electric service.*
21. *All structures must maintain minimum of 20' clearance from all electric lines.*
22. *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 require the developer to pay for the cost of BEUD to relocate the equipment to the lot line.*
23. *It is the responsibility of the developer to pay for any cost associated with moving of equipment. This includes but is not limited to any costs associated with loss of equipment (wire and elbows) and labor and material to move the equipment to the new lot line.*
24. *Relocation of any existing electrical facilities shall be at the owner's expense.*
25. *Owner/Developer shall coordinate with all local utilities to insure that each lot has water, sewer and electric service.*
26. *FEMA Base Flood Elevation (BFE) locations are approximate.*
27. *There are no waivers, variances and/or conditional uses at the time of preparing this plat or plan.*
28. *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.*
29. *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.*
30. *All sidewalks shall be installed by the timeframes set forth in 900.08 of the Street Specifications*
31. *There are no wetlands on the subject tract as identified by the National Wetlands Mapper. Surveyor is not aware of any wetlands delineation efforts by the Army Corps of Engineers.*

VICINITY MAP

NOT TO SCALE

Latitude: 36°37'75"N
Longitude: 94°20'32"W

Owners

Parcel #01-00361-000, 01-00362-000, 01-00363-000, 01-00364-000, 01-00365-000, 01-00366-000, 01-00370-000, 01-00353-000, & 01-00354-000
Crystal Lands, LLC
PO Box 1860
Bentonville, AR 72712-1860

Owners

Parcel #01-01966-000, 01-01967-000, 01-01968-000, 01-01969-000, 01-02078-003, 01-02079-000, 01-02080-000, 01-02083-00, 01-02084-000, 01-02085-000 & 01-02087-000
C Street Home, LLC
6505 E Central Ave # 289
Wichita, KS 67206

Surveyors:

CEI Engineering Associates, Inc.
2600 NE 11th ST, Suite 300
Bentonville, AR 72712
Phone: (479) 273-9472
Fax:(479) 271-0536
Surveyor: Dustin Riley

Sheet Index

1. *Cover Sheet*
2. *Overview*
3. *Replat: North (Electric Easement)*
4. *Replat: North (Utility Easement)*
5. *Replat: South (Cross Access Easement)*

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: *C. Street Home LLC* _____

_____

Print Name: _____

Source of Title: *Deed Inst. #L202190554, Deed Inst. #L201839608, Deed Inst. #L202190552, & Deed Inst. #L202251132*

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

_____ _____
Notary Public *My Commission Expires*

Date of Execution: _____ *Signed:* _____

Name & Address: *Crystal Lands, LLC* _____

_____

Print Name: _____

Source of Title: *Deed Bk. 2012, Pg. 5256, Deed Bk. 2012, Pg. 5275, Deed Bk. 2006, Pg. 4670, & Deed Inst. #L202361613*

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

_____ _____
Notary Public *My Commission Expires*

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 said rules and regulations.

Signed: _____
Bentonville Planning Commission Chairman

Signed: _____
Mayor, City of Bentonville

Signed: _____
City Clerk, City of Bentonville

CERTIFICATE OF AUTHORIZATION
CEI Engineering Associates, Inc. No. 118
ARKANSAS ENGINEER

Certificate of Surveying Accuracy

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

Date of Execution: _____

Signed: _____
Registered Land Surveyor
No.1618
State of Arkansas

REVISION

NO.	DESCRIPTION	DATE
1	1st Sub Comments	08/13/2025
2	2nd Sub Comments	01/27/2026
3	3rd Sub Comments	01/30/2026

City of Bentonville Project # PLA25-0020

State Survey Code: 500-20N-30W-0-29-304-04-1618

CIVIL ENGINEERING ▪ LANDSCAPE ARCHITECTURE ▪ LAND SURVEYING ▪ PLANNING

BENTONVILLE | DALLAS | FRESNO | HOUSTON | JACKSONVILLE | MINNEAPOLIS | PHILADELPHIA | PHOENIX

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 100
DALLAS, TX 75234
PHONE: (972) 488-3737
FAX: (972) 488-6732
BRANCH TBPLS FIRM #10194234

Lot Combination
Crystal Lands, LLC
NE C Street
Bentonville, Benton County, Arkansas

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

PROFESSIONAL OF RECORD	DGR
DESIGNER	WAP
FIELD WORK	KDM
CEI PROJECT NUMBER	32462
DATE	1/30/2026
REVISION	REV-3

Cover Sheet

SHEET TITLE

SHEET NUMBER

1 OF 5

DRAWING LOCATION - S:\32000\32462\DRAWINGS SURVEY\SURVEY\WORKING\32462LC COMBINED.DWG -- SAVED BY - WPIERSON

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Survey Description

Lot 1 Description

A part of the Northwest Quarter (NW/4) of the Southwest Quarter (SW/4) and part of the Southwest Quarter (SW/4) of the Northwest Quarter (NW/4) of Section 29, Township 20 North, Range 30 West, and a part of the parcel's described at Deed Book 2012, Page 5275 and Deed Book 2006, Page 4670in the public records of Benton County, Arkansas, and being described by metes and bounds as follows:

COMMENCING at a 5/8" rebar found at the Northwest corner of said NW/4 of the SW/4;
THENCE along the west boundary of aforementioned Section 29, North 02°18'26" East, 285.43 feet to a 5/8" rebar capped LS #1618 set at the northwest corner of the parcel's described at aforementioned Deed Book 2006, Page 4670 and the POINT OF BEGINNING;
THENCE along the north boundary of said parcel's, South 87°42'37" East, 1,308.49 feet to a 1/2" rebar found at the northeast corner of said parcels;
THENCE along the east boundary of said parcel's, South 02°31'35" West, 285.42 feet to a 1/2" rebar found at the southeast corner of said parcels;
THENCE along the south boundary of said parcel's, North 87°44'10" West, 272.14 feet to a 1/2" rebar capped LS #944 found at the northeast corner of the parcel's described at aforementioned Deed Book 2012, Page 5275;
THENCE along the east boundary of said parcels, the following three (3) calls:
1. South 05°17'23" West, 678.26 feet to a 1/2" pipe;
2. South 19°46'41" West, 304.79 feet to a 5/8" rebar capped LS #1618;
3. South 00°48'46" West, 101.72 feet to a 1" pipe found at the southeast corner of said parcel's;

THENCE along the East Line of the parcel described at Deed Instrument #L202361613, South 01°39'17" West, 83.87 feet to a 5/8-inch rebar with cap LS1618;
THENCE continuing along said East Line, North 86°39'00" East, 256.60 feet to a 1/2-inch rebar found at the Northwest Corner of the parcel described at Deed Instrument #L202413077;
THENCE along the North Line of said parcel, North 66°56'59" East, 45.06 feet to a 1/2-inch rebar;
THENCE continuing along said North Line, South 87°19'28" East, 271.29 feet to a 1/2-inch rebar;
THENCE along the East Line of said parcel the following five (5) calls:
1. South 01°58'30" West, 215.94 feet to a 1/2-inch rebar;
2. North 87°54'36" West, 164.43 feet to a 1/2-inch rebar;
3. South 02°46'04" West, 379.70 feet to a 1/2-inch rebar;
4. North 88°12'55" West, 89.03 feet to a 1/2-inch rebar;
5. South 01°05'47" East, 28.90 feet to a 1/2-inch rebar found on the South Line of Lot 8, Enfield Park Subdivision per Plat Instrument #L202218919;

THENCE along the said South Line the following
1. North 77°18'39" West, 62.65 feet to a 1/2-inch rebar;
2. North 86°30'38" West, 237.17 feet to a 5/8-inch rebar with cap LS1618;
3. South 38°59'30" West, 143.44 feet to a 5/8-inch rebar with cap LS529;
4. North 38°31'49" West, 125.26 feet to a 5/8-inch rebar with cap LS1618;
5. North 44°55'38" West, 201.16 feet to a 5/8-inch rebar with cap LS1618;
6. North 16°33'38" West, 71.01 feet to a magnail;
7. North 29°17'38" West, 142.40 feet to a 5/8-inch rebar with cap LS1618 set on the East Line of the parcel described at Deed Instrument #L202055087;

THENCE along said East Line, North 30°13'38" West, 118.52 feet to a 5/8-inch rebar with cap LS1618;
THENCE continuing along said East Line, North 15°08'34" East, passing through a 1/2-inch rebar with cap LS1370 at a distance of 10.67 feet and continuing for a total distance of 137.60 feet to a 5/8-inch rebar with cap LS1618 fond on the East Line of the parcel described at Deed Instrument #L202055671;
THENCE along said East Line North 39°03'58" East, 142.08 feet to a 5/8-inch rebar with cap LS1618;
THENCE continuing along said East Line, North 16°38'49" East, 249.47 feet to a 1/2-inch rebar;
THENCE along the North Line of said parcel, North 86°27'39" West, 150.00 feet to a 5/8-inch rebar with cap LS1618;
THENCE continuing along said North Line, South 44°02'11" West, 200.71 feet to a 5/8-inch rebar with cap LS1618 set on the South Line of the parcel described at Deed Book 2012, Page 5275;
THENCE along said South Line, North 87°59'01" West, 345.19 feet to a 5/8-inch rebar with cap LS1618 set on the West Line of said NW/4 of the SW/4;
THENCE along said West Line, North 02°21'24" East, 974.20 feet to the POINT OF BEGINNING containing 1,870,354 square feet or 42.94 acres, more or less.

Survey Description

Lot 2 Description

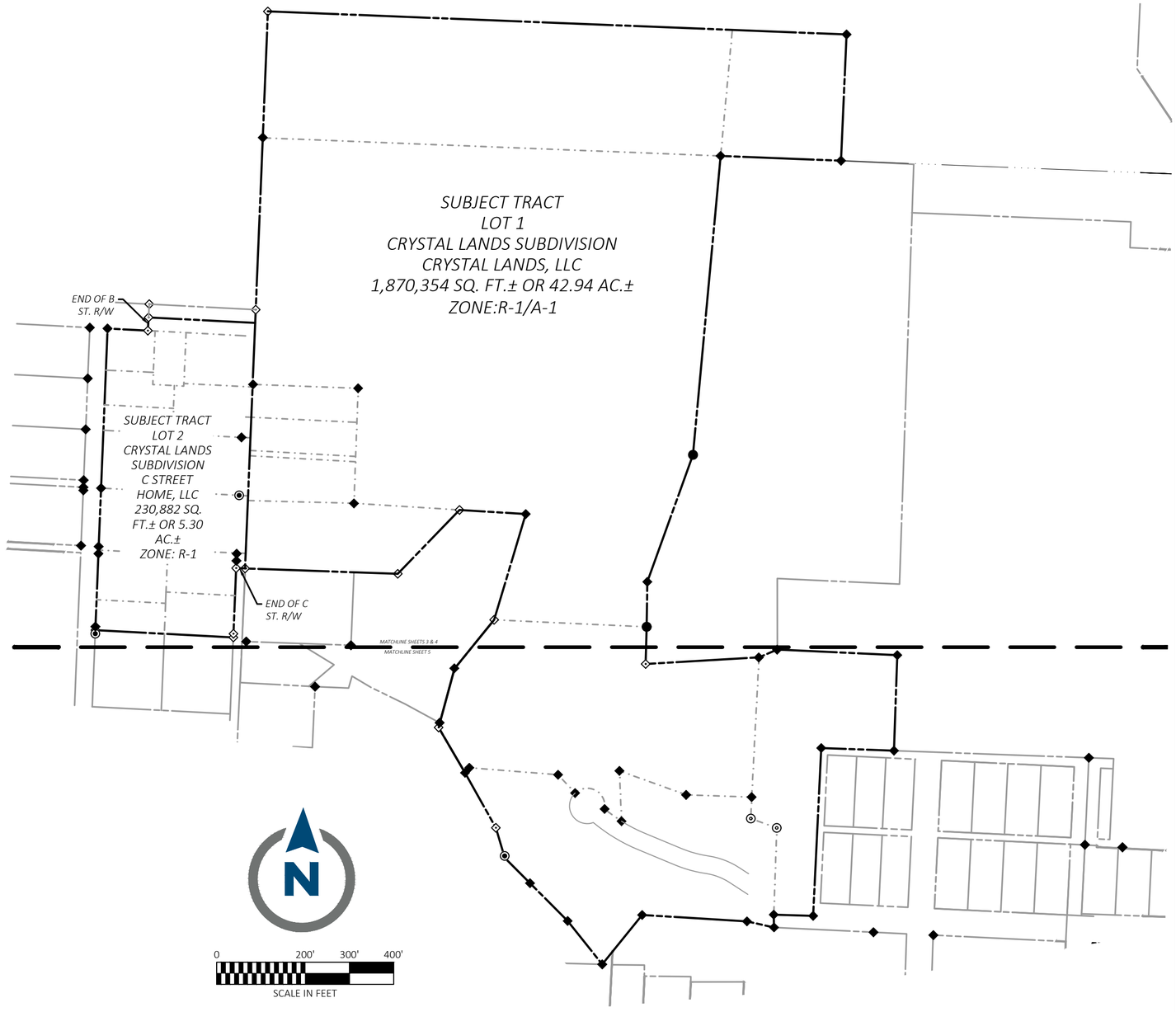
All of Lot 3A, Lot 3B, Lot 4, Lot 5, Lot 6, and the North Half of a Vacated 16-foot Alley per Instrument #L202513026 all in Block 1 Curtis Addition per Plat Book G, Page 283 and the South Half of Lot 2 and all of Lot 8, Block 1, Demings Addition per Plat Book G, Page 163, and Lots 10-14, Block 1, Demings Addition per Plat Book 2004, Page 1286 in the Public Records of Benton County, Arkansas and being described by metes and bounds as follows:

COMMENCING at a 5/8-inch rebar found at the Northwest Corner of the Northwest Quarter (NW 1/4) of the Southwest Quarter (SW 1/4) of Section 30, Township 20 North, Range 30 West;
THENCE along the West Line of said NW 1/4 of the SW 1/4, South 02°22'10" West, 418.46 feet to a 5/8-inch rebar with cap LS1618 the POINT OF BEGINNING;
THENCE continuing along said West Line, South 02°21'24" West, 555.15 feet to a 5/8-inch rebar with cap LS1618;
THENCE along the North Right-of-Way of NE C Street per Ordinance #2025-102 filed at Instrument #L202529153, North 87°57'44" West, 20.14 feet to a 5/8-inch rebar with cap LS1618;
THENCE along the West Right-of-Way of NE C Street, South 02°20'03" West, 148.68 feet to a 5/8-inch rebar with cap LS1618;
THENCE continuing along said West Right-of-Way, South 01°45'23" West, 8.01 feet to a 5/8-inch rebar with cap LS1618 set on the centerline of a vacated 16-foot alley per Ordinance #2025-51 filed at Deed Instrument #L202513026;
THENCE along said centerline, North 86°59'37" West, 312.19 feet to a 5/8-inch rebar with cap LS1618 set on the East Right-of-Way of NE B Street per Plat Book G, Page 163;
THENCE along said East Right-of-Way, North 01°16'04" East, 8.01 feet to a 1/2-inch rebar;
THENCE continuing along said East Right-of-Way, North 02°19'20" East, passing through a 1/2-inch rebar at a distance of 165.04 feet, passing through a 1/2-inch rebar at a distance of 181.04, passing through a 1/2-inch rebar at a distance of 313.14, and continuing for a total distance of 673.98 feet to a 5/8-inch rebar found at the Northwest Corner of Lot 12, Block 1, Demings Addition;
THENCE along the North Line of said Lot 12, South 87°00'11" East, 91.26 feet to a 5/8-inch rebar with cap LS1618;
THENCE along the East Right-of-Way of NE 5th Street, North 03°02'11" East, 29.97 feet to a 5/8-inch rebar with cap LS1618 set on the centerline of a vacated portion of NE 5th Street per Ordinance #2025-101 filed at Instrument #L202529152;
THENCE along said centerline, South 87°02'35" East, 241.13 feet to a 5/8-inch rebar with cap LS1618 to the POINT OF BEGINNING containing 230,882 square feet or 5.30 acres, more or less.

Parent Tract Descriptions:

(Parcel Nos. 01-00365-000, 01-00363-000, 01-00364-000, 01-00366-000, 01-00362-000)*
Part of the NW 1/4 of the SW 1/4 of Section 29, Township 20 North, Range 30 West, Benton County, Arkansas, described as follows: Begin at a point 1592 feet West of the NE corner of the SW 1/4 of said Section, run thence S 03°19' West 680.8 feet, thence S 17°34' W 302 feet, thence South 102 feet to an iron stake for the point of beginning, and run thence North 102, thence N 17°34' E 302 feet, thence N 03°19' E 680.8 feet to an iron stake on the North line of said SW 1/4 of said Section, thence West 1048 feet to the NW corner of said SW 1/4, thence South 70 rods, thence East 15 rods, thence North 10 rods, thence East 6 rods, thence in a Northeasterly direction to a point 30 rods East and 30 rods North of the SW corner of said SW 1/4, thence S 88°30' E 150 feet, more or less, to the center of Town Spring Branch, thence in a generally Southern course with the center of said branch to a point which is 345 feet, more or less due West of the point of beginning, thence East 345 feet, more or less, to the point of beginning.

(Parcel Nos. 01-00354-000, 01-00353-000)*
Part of the SW 1/4 of the NW 1/4 of Section 29, Township 20 North, Range 30 West, Benton County, Arkansas, and described as beginning at the SW corner of the SW 1/4 of the NW 1/4 of said Section 29, thence N 02°19'29" E 185.34 feet to a concrete monument; thence S 87°42'06" E 1308.29 feet to a concrete monument; thence S 03°31'29" W 285.34 feet to a found iron pin; thence N 87°42'16" W 1302.31 to a found iron pin and the point of beginning.



Legend

Boundary Line		Irrigation Control Box	
Adjoining Boundary Line		Hose Bib / Spigot	
Right-of-Way Line	R/W	Right-of-Way	
Easement Line	M.S.P.	Master Street Plan	
Lot Line to be removed per this plat	TYP.	Typical	
Found Monument (1/2" Rebar unless otherwise noted)		Unknown Vault	
Set 5/8" Rebar "LS#1618"	W	Water Riser	
Found Nail (As Noted)		Bearing & Distance Change	
Found Pipe (As noted)		Air Conditioner Unit	
Sewer Manhole (SMH)	T	Telephone Vault	
Sewer Clean Out		FEMA Zone 'A'	
Guy Wire / Anchor			
Utility Pole		Electric Easement per this document	
Electric Meter			
Water Meter		Utility Easement per this document	
Grate Inlet (GI)			
Fire Hydrant			
Electric Riser			
Water Valve			
Backflow Preventer			

CERTIFICATE OF AUTHORIZATION
CEI Engineering Associates, Inc. No. 118
ARKANSAS ENGINEER

City of Bentonville Project # PLA25-0020

State Survey Code: 500-20N-30W-0-29-304-04-1618

CEI Solutions for Land and Life

CEI ENGINEERING ASSOCIATES, INC.
3108 SW REGENCY PKWY
BENTONVILLE, AR 72712
PHONE: (479) 273-9472
FAX: (479) 273-0844
CORPORATE TBPLS FIRM #10031500

3030 LBJ FREEWAY, SUITE 100
DALLAS, TX 75234
PHONE: (972) 488-3737
FAX: (972) 488-6732
BRANCH TBPLS FIRM #10194234

Lot Combination
Crystal Lands, LLC
NE C Street
Bentonville, Benton County, Arkansas

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

PROFESSIONAL OF RECORD	DGR
DESIGNER	WAP
FIELD WORK	KDM
CEI PROJECT NUMBER	32462
DATE	1/30/2026
REVISION	REV-3

Overview

SHEET TITLE

SHEET NUMBER

2 OF 5

DRAWING LOCATION - S:\32000\32462\DRAWINGS SURVEY\SURVEY WORKING\32462LC COMBINED.DWG -- SAVED BY - WPIERSON

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Detail "A"
1" = 80'

EL49 EL50 S85°05'12"E 207.49' EL51 EL52 20.10' EL54 EL53 EL56 EL55 20.09'

P.O.B.
LOT 1

1200 RFE

UTILITY EASEMENT
PER BK. 2010, PG. 24050

P.O.C.
5/8" REBAR
NW CORNER, NW4, SW4,
S30-T20N-R30W

20' UTILITY EASEMENT
PER PLAT BK. 11, PG. 101

UTILITY EASEMENT
PER BK. 2010 PG. 24053

UE PER INST.
#L202525281

LOT 18
CRYSTAL BRIDGES MUSEUM ADDITION
PARCEL # 01-15202-000
CRYSTAL BRIDGES MUSEUM OF AMERICAN ART, INC.
DEED BK. 2006, PG. 4670
ZONE: R-1

NE 5TH ST.
PUBLIC (ASPHALT) 60' R/W PER PLAT BK. P4, PG. 390
VACATED PER ORD. #2025-101
PER INST. #L202529152

NE 5TH ST.
PUBLIC (ASPHALT) 60' R/W
PER PLAT BK. P4, PG. 390
LOCAL DOWNTOWN 50' R/W PER MSP

5/8" REBAR

P.O.B.
LOT 2

60.0'

LOT 2
COMPTON ADDITION
PARCEL # 01-10281-002
PEEL HOUSE FOUNDATION
ZONE: R-1

UE PER INST.
#L202525279

30.0'

P1 P2 P3 P4 P5 P6 P7 P8 P9 P10 P11 P12

20.1'

DEMINGS ADDITION
BLOCK 1

LOT 4, BLOCK 1
DEMINGS ADDITION
PARCEL # 01-02082-000
CINDY SPRINGS, LLC
INSTR. # L202102116
ZONE: R-1

45.0' R/W

LOT 9 & PART OF VACATED
ALLEY, BLOCK 1
DEMINGS ADDITION
PARCEL # 01-02089-000
CINDY SPRINGS, LLC
DEED BK. 2009, PG. 4802
ZONE: R-1

1/2" REBAR
CAP1349

LOT 2
COMPTON ADDITION
PARCEL # 01-10281-002
PEEL HOUSE FOUNDATION
ZONE: R-1

25.0'

LOT 18
CURTIS ADDITION
PARCEL # 01-01971-000
WEST BLAKE, LLC
INSTR. # L201938392
ZONE: D-E

16' ALLEY VACATED PER
BK. 92, PG. 83269

16' ALLEY PER BK. B, PG. 8
VACATED PER ORD. #2025-51
INST. #L202513026

UE PER INST.
#L202515164

CURTIS ADDITION

ACCESS & PARKING
EASEMENT PER PLAT BK.
17, PG. 244

20.0'

11.5'

45.0'

MMF

NE B ST.
PUBLIC (ASPHALT) 40' R/W PER PLAT
BK. G, PG. 163
LOCAL DOWNTOWN 50' R/W PER MSP

UE PER INST.
#L202515163

NOT A PART
LOT 1
CURTIS ADDITION
PARCEL # 01-01963-000
302 NE B STREET, LLC
INSTR. # L201838929
ZONE: DN-3

NOT A PART
NORTH HALF LOT 2
CURTIS ADDITION
PARCEL # 01-01964-000
CINDY SPRINGS, LLC
DEED BK. 2004, PG. 48767
ZONE: R-1

UE PER INST.
#L202515165

NE C ST.
PUBLIC (ASPHALT) 40' R/W PER PLAT
BK. G, PG. 163
LOCAL DOWNTOWN 50' R/W PER MSP

SUBJECT TRACT
LOT 2
CRYSTAL LANDS SUBDIVISION
C STREET HOME, LLC
230,882 SQ. FT.± OR 5.30 AC.±

18.7'
5.4'

UE PER INST. #L202525280

215.1'

20.5'

20.2' R/W

5/8" REBAR

5/8" REBAR

5/8" REBAR
LS1618

1/2" REBAR
CAP 1317

1230 RFE

PARCEL # 01-18939-000
LMJC PROPERTIES. LLC

PARCEL # 01-00366-001
MORO DEVELOPMENT
COMPANY, LLC
DEED INSTR.
#L202101046
ZONE: R-1

SUBJECT TRACT
LOT 1
CRYSTAL LANDS SUBDIVISION
CRYSTAL LANDS, LLC
1,870,354 SQ. FT.± OR 42.94 AC.±
ZONE:R-1/A-1

464.9'

NE C ST.
PUBLIC (ASPHALT)
VACATED PER ORDINANCE
#2025-102 (INST. #L202529153)

9.2'

PARENT TRACT
PARCEL # 01-00365-000
CRYSTAL LANDS, LLC
DEED BK. 2012, PG. 5275
ZONE:A-1

LOT LINE TO BE REMOVED PER
THIS PLAT. (TYP.)

PROPERTY LINE TO BE
REMOVED
PER THIS PLAT. (TYP.)

PARENT TRACT
PARCEL # 01-00363-000
CRYSTAL LANDS, LLC
DEED BK. 2012, PG. 5275
ZONE:A-1

12' DRIVEWAY PER UNRECORDED
SURVEY FOR SAM WALTON
VACATED PER ORDINANCE FILED
AT INST. #L202540634

LOT LINE TO BE REMOVED PER
THIS PLAT. (TYP.)

PARENT TRACT
PARCEL # 01-00364-000
CRYSTAL LANDS, LLC
DEED BK. 2012, PG. 5275
ZONE:A-1

PARENT TRACT
PARCEL # 01-00366-000
CRYSTAL LANDS, LLC
DEED BK. 2012, PG. 5275
ZONE: A-1

PARENT TRACT
PARCEL # 01-00354-000
CRYSTAL LANDS, LLC
DEED BK. 2006, PG. 4670
ZONE: A-1

20' SEWER EASEMENT
PER INST. #L202143508

20' UTILITY EASEMENT
PER THIS DOCUMENT
(SEE SHEET 4 OF 5)

352.9'

LOT LINE TO BE REMOVED PER
THIS PLAT. (TYP.)

321.1'

LOT 18
CRYSTAL BRIDGES MUSEUM OF
AMERICAN ART, INC.
PARCEL # 01-15202-000
CBMAA, INC.
DEED BK. 2006, PG. 61367
ZONE: A-1

PARENT TRACT
PARCEL # 01-00353-000
CRYSTAL LANDS, LLC
DEED BK. 2006, PG. 4670
ZONE: A-1

SEE DETAIL "A"

65.5'

1/2" REBAR
COPELAND 0944

20' SEWER EASEMENT
PER BK. 2011, PG. 8185
& 8188

EL27 EL26 EL25 EL24 EL23 EL22 EL21 EL20 EL19 EL18 EL17 EL39 EL40 EL41 EL15 EL16 EL28 EL29 EL30 EL31 EL32 EL33 EL34 EL35 EL36 EL37 EL38

20.0'

289.9'

20' DRAINAGE EASEMENT
PER BK. 2012, PG. 51164

WATER/SEWER EASEMENT
BOOK 568, PAGE 236

1220 RFE

PARENT TRACT
PARCEL # 01-00362-000
CRYSTAL LANDS, LLC
DEED BK. 2012, PG. 5275
ZONE: A-1

N07°38'22"W 146.20'

S07°38'22"E 150.18'

422.7'

250.8'
220.8'

EL1 EL2 EL3 EL4 EL5 EL6 EL7 EL8 EL9 EL10 EL11 EL12 EL13 EL14 EL42 EL43 EL44

ELECTRIC EASEMENT
PER THIS DOCUMENT
27,679 SQ. FT. OR 0.64 AC. ±

1/2" PIPE

PARCEL # 01-00367-000
LMJC PROPERTIES, LLC
DEED INSTR. #L202055671
ZONE: R-1

ARKANSAS
WESTERN GAS
EASEMENT
BOOK 327,
PAGE 578

N13°08'56"W 255.62'

S31°13'58"E 209.31'

30.6'

PARCEL # 01-00360-000
F STREET INVESTMENTS LLC
DEED BK. 2005, PG. 71834
ZONE: A-1

EL45 EL46 EL47

1" PIPE

ZONE: A-1
ZONE: R-1

MATCHLINE SHEETS 3 & 4
MATCHLINE SHEET 5

DRIVEWAY EASEMENT
PER INSTRUMENT #94078172

ARKANSAS WESTERN
GAS EASEMENT
PER BK. 362, PG. 60

0 100' 150' 200'
SCALE IN FEET

CERTIFICATE OF AUTHORIZATION
CEI Engineering Associates, Inc. No. 118
ARKANSAS ENGINEER

City of Bentonville Project # PLA25-0020

State Survey Code: 500-20N-30W-0-29-304-04-1618

DRAWING LOCATION - S:\32000\32462\DRAWINGS SURVEY\SURVEY\WORKING\32462LC COMBINED.DWG -- SAVED BY - WPIERSON

© 2026 CEI ENGINEERING ASSOCIATES, INC.

CEI Solutions for Land and Life

CEI ENGINEERING ASSOCIATES, INC.
3108 SW REGENCY PKWY
BENTONVILLE, AR 72712
PHONE: (479) 273-9472
FAX: (479) 273-0844
CORPORATE TBPLS FIRM #10031500

3030 LBJ FREEWAY, SUITE 100
DALLAS, TX 75234
PHONE: (972) 488-3737
FAX: (972) 488-6732
BRANCH TBPLS FIRM #10194234

Lot Combination
Crystal Lands
NE C Street
Bentonville, Benton County, Arkansas

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

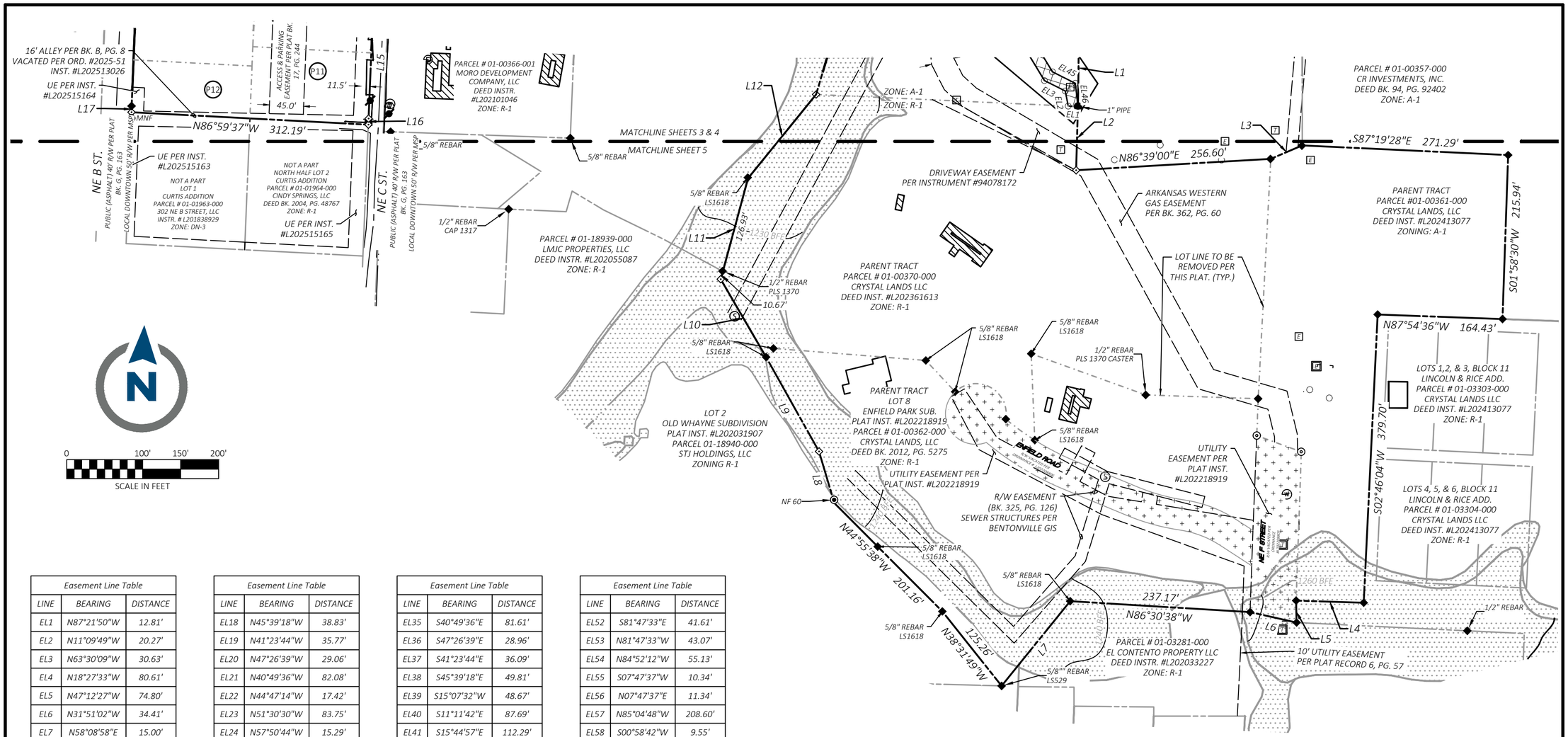
PROFESSIONAL OF RECORD	DGR
DESIGNER	WAP
FIELD WORK	KDM
CEI PROJECT NUMBER	32462
DATE	1/30/2026
REVISION	REV-3

Replat: North
(Electric Easement)

SHEET TITLE

SHEET NUMBER

3 OF 5



Easement Line Table		
LINE	BEARING	DISTANCE
EL1	N87°21'50"W	12.81'
EL2	N11°09'49"W	20.27'
EL3	N63°30'09"W	30.63'
EL4	N18°27'33"W	80.61'
EL5	N47°12'27"W	74.80'
EL6	N31°51'02"W	34.41'
EL7	N58°08'58"E	15.00'
EL8	S31°51'02"E	32.38'
EL9	S47°12'27"E	76.62'
EL10	S18°27'33"E	84.45'
EL11	S31°13'58"E	23.66'
EL12	N58°46'02"E	8.90'
EL13	N10°53'35"E	91.99'
EL14	N06°59'23"E	83.66'
EL15	N15°44'57"W	111.66'
EL16	N11°11'42"W	93.16'
EL17	N15°07'32"E	41.62'

Easement Line Table		
LINE	BEARING	DISTANCE
EL18	N45°39'18"W	38.83'
EL19	N41°23'44"W	35.77'
EL20	N47°26'39"W	29.06'
EL21	N40°49'36"W	82.08'
EL22	N44°47'14"W	17.42'
EL23	N51°30'30"W	83.75'
EL24	N57°50'44"W	15.29'
EL25	S68°34'59"W	69.56'
EL26	N60°02'55"W	27.30'
EL27	N80°22'25"W	15.53'
EL28	N09°37'35"E	20.00'
EL29	S80°22'25"E	19.11'
EL30	S60°02'55"E	21.27'
EL31	N68°34'59"E	70.04'
EL32	S57°50'44"E	26.49'
EL33	S51°30'30"E	86.03'
EL34	S44°47'14"E	19.28'

Easement Line Table		
LINE	BEARING	DISTANCE
EL35	S40°49'36"E	81.61'
EL36	S47°26'39"E	28.96'
EL37	S41°23'44"E	36.09'
EL38	S45°39'18"E	49.81'
EL39	S15°07'32"W	48.67'
EL40	S11°11'42"E	87.69'
EL41	S15°44'57"E	112.29'
EL42	S06°59'23"W	86.93'
EL43	S11°01'30"W	94.99'
EL44	S58°46'02"W	22.01'
EL45	S63°30'09"E	33.66'
EL46	S06°23'31"E	30.80'
EL47	S87°41'34"E	35.64'
EL48	N81°00'15"E	19.94'
EL49	N07°21'04"W	118.45'
EL50	S07°21'04"E	115.98'
EL51	S84°52'15"E	57.29'

Easement Line Table		
LINE	BEARING	DISTANCE
EL52	S81°47'33"E	41.61'
EL53	N81°47'33"W	43.07'
EL54	N84°52'12"W	55.13'
EL55	S07°47'37"W	10.34'
EL56	N07°47'37"E	11.34'
EL57	N85°04'48"W	208.60'
EL58	S00°58'42"W	9.55'
EL59	N90°00'00"W	20.00'
EL60	N00°56'42"E	10.09'
EL61	N88°27'52"W	140.95'
EL62	S00°58'42"W	14.24'
EL63	N89°01'18"W	20.00'
EL64	N00°58'42"E	14.44'
EL65	S60°54'31"W	20.00'
EL66	S81°00'15"W	23.53'
EL67	N87°41'34"W	29.51'

Property Line Table		
Line #	Direction	Length
L1	S00°48'46"W	101.72'
L2	S01°39'17"W	83.87'
L3	N66°56'59"E	45.06'
L4	N88°12'55"W	89.03'
L5	S01°05'47"E	28.90'
L6	N77°18'39"W	62.65'
L7	S38°59'30"W	143.44'
L8	N16°33'38"W	71.01'
L9	N29°17'38"W	142.40'
L10	N30°13'38"W	118.52'

Property Line Table		
Line #	Direction	Length
L11	N15°08'34"E	137.60'
L12	N39°03'58"E	142.08'
L13	N86°27'39"W	150.00'
L14	N87°57'44"W	20.14'
L15	S02°20'03"W	148.68'
L16	S01°45'23"W	8.01'
L17	N01°16'04"E	8.01'
L18	S87°00'11"E	91.26'
L19	N03°02'11"E	29.97'
L20	S87°02'35"E	241.13'

PARENT TRACT INFORMATION			
P1	P4	P7	P10
PARENT TRACT LOT 12 , BLOCK 1 DEMINGS ADDITION PLAT BK. 2004, PG. 1286 PARCEL # 01-02080-000 C STREET HOME, LLC INSTR. # L201839608 ZONE: R-1	PARENT TRACT LOT 10, BLOCK 1 DEMINGS ADDITION PLAT BK. 2004, PG. 1286 PARCEL # 01-02078-003 C STREET HOME, LLC INSTR. # L202190554 ZONE: R-1	PARENT TRACT LOT 8, BLOCK 1 DEMINGS ADDITION PLAT BK. G, PG. 163 PARCEL # 01-02087-000 C STREET HOME, LLC INSTR. # L202190554 ZONE: R-1	PARENT TRACT PART OF LOT 4, BLOCK 1 CURTIS ADDITION PLAT BK. G, PG. 283 PARCEL # 01-01967-000 C STREET HOME, LLC INSTR. # L202190554 ZONE: R-1
P2	P5	P8	P11
PARENT TRACT LOT 11, BLOCK 1 DEMINGS ADDITION PLAT BK. 2004, PG. 1286 PARCEL # 01-02079-000 C STREET HOME, LLC INSTR. # L202190554 ZONE: R-1	PARENT TRACT LOT 14, BLOCK 1 DEMINGS ADDITION PLAT BK. 2004, PG. 1286 PARCEL # 01-02084-000 C STREET HOME, LLC INSTR. # L202190554 ZONE: R-1	PARENT TRACT LOT 7, BLOCK 1 DEMINGS ADDITION PLAT BK. G, PG. 163 PARCEL # 01-02085-000 & 01-02086-000 C STREET HOME, LLC INSTR. # L202190554 ZONE: R-1	PARENT TRACT LOT 3A & B, BLOCK 1 CURTIS ADDITION PLAT BK. 17. PG. 244 PARCEL # 01-01966-000 C STREET HOME, LLC INSTR. # L202190552 ZONE: R-1
P3	P6	P9	P12
PARENT TRACT LOT 13, BLOCK 1 DEMINGS ADDITION PLAT BK. 2004, PG. 1286 PARCEL # 01-02080-000 C STREET HOME, LLC INSTR. # L201839608 ZONE: R-1	PARENT TRACT SOUTH HALF LOT 2, BLOCK 1 DEMINGS ADDITION PLAT BK. G, PG. 163 PARCEL # 01-02083-000 C STREET HOME, LLC INSTR. # L202190554 ZONE: R-1	PARENT TRACT LOTS 5, 6, & N HALF OF ALLEY , BLOCK 1 CURTIS ADDITION PLAT BK. G, PG. 283 PARCEL # 01-01969-000 C STREET HOME, LLC INSTR. # L202190554 ZONE: R-1	PARENT TRACT PART OF LOT 4, BLOCK 1 CURTIS ADDITION PLAT BK. G, PG. 283 PARCEL # 01-01968-000 C STREET HOME, LLC INSTR. # L202251132 ZONE: R-1

CERTIFICATE OF AUTHORIZATION
CEI Engineering Associates, Inc. No. 118
ARKANSAS ENGINEER

City of Bentonville Project # PLA25-0020

State Survey Code: 500-20N-30W-0-29-304-04-1618

CEI ENGINEERING ASSOCIATES, INC.
3108 SW REGENCY PKWY
BENTONVILLE, AR 72712
PHONE: (479) 273-9472
FAX: (479) 273-0844
CORPORATE TBPLS FIRM #10031500

3030 LBJ FREEWAY, SUITE 100
DALLAS, TX 75234
PHONE: (972) 488-3737
FAX: (972) 488-6732
BRANCH TBPLS FIRM #10194234

Lot Combination
Crystal Lands, LLC

NE C Street
Bentonville, Benton County, Arkansas

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

PROFESSIONAL OF RECORD	DGR
DESIGNER	WAP
FIELD WORK	KDM
CEI PROJECT NUMBER	32462
DATE	1/30/2026
REVISION	REV-3

Replat: South

SHEET TITLE

SHEET NUMBER

5 OF 5

DRAWING LOCATION - S:\32000\32462\DRAWINGS SURVEY\SURVEY\WORKING\32462LC COMBINED.DWG -- SAVED BY - WPIERSON

© 2026 CEI ENGINEERING ASSOCIATES, INC.

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF LOTS 5, 7, 8 AND 10-14, BLOCK 1 OF DEMING'S ADDITION, LOTS 3A, 3B, 4, AND 5 OF CURTIS ADDITION, LOT 8 OF ENFIELD PARK, AND PARCELS 01-00353-000, 01-00354-000, 01-00361-000, 01-00363-000, 01-00364-000, 01-00365-000, AND 01-00366-000 CREATING NEW LOTS 1 AND 2 OF CRYSTAL LANDS SUBDIVISION, PHASE 1 TO THE CITY OF BENTONVILLE, ARKANSAS; AND FOR OTHER PURPOSES.
(PROJECT NUMBER: PLA25-0020)

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the property line adjustment of LOTS 5, 7, 8 AND 10-14, BLOCK 1 OF DEMING'S ADDITION, LOTS 3A, 3B, 4, AND 5 OF CURTIS ADDITION, LOT 8 OF ENFIELD PARK, AND PARCELS 01-00353-000, 01-00354-000, 01-00361-000, 01-00363-000, 01-00364-000, 01-00365-000, AND 01-00366-000 creating new LOTS 1 AND 2 OF CRYSTAL LANDS SUBDIVISION, PHASE 1 to the City of Bentonville, Benton County, Arkansas was submitted to the Bentonville Planning Commission on March 3, 2026;

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

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

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

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

Section 1: That the property line adjustment of LOTS 5, 7, 8 AND 10-14, BLOCK 1 OF DEMING'S ADDITION, LOTS 3A, 3B, 4, AND 5 OF CURTIS ADDITION, LOT 8 OF ENFIELD PARK, AND PARCELS 01-00353-000, 01-00354-000, 01-00361-000, 01-00363-000, 01-00364-000, 01-00365-000, AND 01-00366-000 creating new LOTS 1 AND 2 OF CRYSTAL LANDS SUBDIVISION, PHASE 1 to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes;

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

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

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

PASSED AND APPROVED this_____ day of _____, 2026.

APPROVED:

_____
Stephanie Orman, Mayor

ATTEST:

_____
Malorie Marrs, City Clerk

	Rezoning - Gilmore - DN-4, Downtown Mixed-Use Residential to DE, Downtown Edge
	337 NW A Street
	PC Date: 3/3/2026

Staff Report Details

Project Number	(RZ26-0003)
Applicant / Current Owner	Carolyn Gilmore
Site Area	+/- **[.21]** Acres
Current Zoning	DN-4, Downtown Mixed-Use Residential
Requested Zoning	DE, Downtown Edge
Current Future Land Use Map Designation	Urban Neighborhood
Requested Future Land Use Map Designation	N/A
Development Type / Use	Single-family residential
Related projects	N/A

Property Description

The subject property is located at 337 NW A Street. The property is presently zoned DN-4, Downtown Mixed-Use Residential with a future land use map designation of Urban Neighborhood. The applicant is requesting DE, Downtown Edge to bring a nonconforming structure into conformity with setbacks and to increase the buildable area for an addition onto the existing house. **Both the existing zone and the proposed zone will translate to T5.1 under the zoning map translation.**

Project Details

The applicant has requested a rezoning of the property from DN-4 to DE, which is consistent with the Zoning Alignment Policy under **enhanced review.** The property is currently zoned DN-4 and is adjacent to DE townhomes to the south, DE single-family to the east, R-1 to the east, R-3 multifamily to the north, and DN-4 multifamily to the west.

Relationship to the Community Plan

Relationship to the Community Plan

The property is designated as Urban Neighborhood on the Future Land Use Map and is surrounded by Urban Neighborhood and is in close proximity to City Center. This property is currently in alignment with the FLUM, and rezoning to DE would require enhanced 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 DE would support the goals of the Urban Neighborhood place type by providing a variety of housing options and by supporting walking and biking as viable transportation alternatives.

Public Comment

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

Analysis / Waivers

The applicants state in their narrative that they are requesting a zoning change from DN-4 to DE. The reason for requesting a zoning change is to make property improvements: these improvements include items such as adding a laundry room and rebuilding the master bedroom that was not constructed correctly during a past addition,an additional living space and a vehicle covering. The alignment policy calls for the Enhanced Review to consider the following elements:

Consistency

This rezone is consistent with the Urban Neighborhood place type under Enhanced Review.

Impact

The proposed zone change is negligible in light of the upcoming zoning map amendments since DN4 and DE both translate to T5.1 under the new code. If the new zong code and map are not adopted, the impact will be largely be in the allowable uses, as DE begins to add more non-residential uses, smaller setbacks and 10' of additional height.

Compatibility

This lot is surrounded by DE to the south and east, R-1 to the east, R3 to the north, and DN-4 to the west. With NW A street being a Downtown Collector per the master street plan, this rezone would allow for future mixed use along a busy corridor increasing walkability and convenience. With the adoption of the new code and zoning map, this property will be automatically rezoned to T5.1 which has less restrictive setbacks than DN-4 currently does.

Intensity

The proposed zone, DE, is adjacent to existing DE to the south. This rezone request, DE and the the existing zone DN-4 will both translate to T5.1 after the adoption of the new zoning map, meaning that the intensity will be the same,

Orderly Transition

This rezone would facilitate a gradient of zoning intensity from the City Center place type to the south as it is located near the border between City Center and Urban Neighborhood. The proposal continues the transition from the City Center (higher intensity place type) to the south. The property to the north is proposed to translate to T4.2, again an orderly transition as we lower intensity moving north.

Conclusion

Staff recommends approval as the application is consistent with the goals of the community plan and alignment policy under enhanced review.

Additional Details

Water/Sewer Comments:
This site falls under the enhanced review criteria. This rezone is currently upstream of a public sewer interceptor line that is at capacity. Future development may require downstream upgrades.

N
W E
S

RZ26-0003
Gilmore
337 NW A St

Ty & Carolyn Gilmore as the owners of 337 NW A Street, Bentonville, AR 72712 is requesting a zoning change from DN-4 to DE. The reason for requesting a zoning change is to make property improvements: these improvements include items such as adding a laundry room and rebuilding the master bedroom that was not constructed correctly during a past addition. These also include adding additional living space and the construction of proper parking and vehicle covering. In addition to this the property will be improved aesthetically to fit more in line with the surrounding area and properties.

Other key factors regarding the requested zoning change include:

- Consistency: This rezone is consistent with the Urban Neighborhood place type under Enhanced Review.
- Impact: The use of this lot is currently single-family residential and would not be changing due to this rezone.
- Compatibility: This lot is surrounded by DE to the south and east, R-1 to the east, R-3 to the north, and DN-4 to the west. With NW A street being a Downtown Collector per the master street plan, this rezone would allow for future mixed use along a busy corridor increasing walkability and convenience. With the adoption of the new code and zoning map, this property will be automatically rezoned to T5.1 which has less restrictive setbacks than DN-4 currently does. Rezoning now would only allow me to initiate the building permit process for my residential addition, even though I will be able to do the same thing in the future as DN-4 and DE both translate to T5.1. My goal is to increase the buildable area of my lot.
- Intensity: The proposed zone, DE, is adjacent to existing DE and there is extensive Urban Neighborhood to the north allowing property owners to rezone to DN-2 through DE. There are also 6 townhomes directly to the south of this property, a multifamily development to the north, and 2 duplexes directly to the west.
- This rezone would facilitate a gradient of zoning intensity from the City Center place type to the south as it is located near the border between City Center and Urban Neighborhood.
- The DE place type conforms closer to the future T5.1 transect setbacks and allows me to move forward with my residential addition building permit. With this permit I will also be dedicating right of way and building sidewalk in conformity with the master street plan.

- This request is consistent with the development pattern in the downtown area and consistent with the upcoming code changes.

  The property will remain a single family structure which is allowed under DE zoning therefore it will remain best use of land. The number of occupants will not increase therefore it will not affect or require an increase in public utilities or facilities. The rezone and building permit will trigger a increase in the right of way for the city therefore allowing the sidewalk to be widened and assist in easier movement of pedestrians near the town center.

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF DN-4, DOWNTOWN MIXED-USE RESIDENTIAL TO DE, DOWNTOWN EDGE; AND FOR OTHER PURPOSES. (PROJECT NUMBER: RZ26-0003)

WHEREAS, Ty and Carolyn Gilmore 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 DN-4, DOWNTOWN MIXED-USE RESIDENTIAL to DE, DOWNTOWN EDGE to be used in accordance with city zoning laws and state laws, which property is described as follows:

> LOT 12, BLOCK 9 OF THE REPLAT OF LOTS 1 AND 2 OF BLOCK 9, DEMINGS ADDITION, TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN IN/AS PLAT RECORD 8 AT PAGE 73 IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER 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 March 3, 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 DN-4, DOWNTOWN MIXED-USE RESIDENTIAL to DE, DOWNTOWN EDGE.

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

Section 1: That the above described real property is hereby changed from its present zoning classification of DN-4, DOWNTOWN MIXED-USE RESIDENTIAL to DE, DOWNTOWN EDGE to be used in accordance with the city zoning laws and state laws;

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

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

PASSED AND APPROVED this_____ day of _____, 2026.

APPROVED:

_____
Stephanie Orman, Mayor

ATTEST:

_____
Malorie Marrs, City Clerk

	Bentonville B3 Land Development, LLC (The Thickets)
	Between Mill Dam Rd and Nomad Rd, south of Regional Airport Blvd
	PC Date: 3/3/2026

Staff Report Details

Project Number	(PRD25-0004)
Applicant / Current Owner	Bentonville B3 Land Development, LLC / Schuber Mitchell Homes, LLC
Site Area	+/- 54.52 Acres
Current Zoning	R-2, Medium Density Two Family and Townhome Residential and R-3, Medium-High Density Multifamily Residential
Requested Zoning	PRD, Planned Residential Development
Current Future Land Use Map Designation	Walkable Neighborhood
Requested Future Land Use Map Designation	N/A
Development Type / Use	Residential
Related projects	

Property Description

The proposed project is currently undeveloped farmland and sits on two contiguous lots, parcel numbers 01-20436-000, and 01-20437-000. The properties have direct access to both Mill Dam Rd, and Nomad Rd.

The property is presently zoned R-2, Medium Density Two Family and Townhome Residential (01-20437-000) and R-3, Medium-High Density Multifamily Residential (01-20436-000). Surrounding districts include PRD, Planned Residential Development and R-1, Low Density Single Family Residential to the East and South, C-1, Neighborhood Commercial, PUD, Planned Unit Development, and Unincorporated Land to the North and West. The Future Land Use Map shows Suburban Neighborhood to the East and South, Rural and Estates to the West, and Walkable Corridor to the North.

Project Details

This PRD proposal was originally reviewed at the 11/18/2025 Planning Commission and was tabled based on direction from the Planning Commission discussion. Commissioners requested that the applicant provide better renderings to assess the character of the proposed development (including rooflines), recommended

Project Details

including brick on the single family homes and providing warranty information for proposed materials, and to make sure that utilities had had a proper review of proposed lot lines for the townhomes. Along with Planning Commission input, several members of the public had voiced concern over the placement of the townhomes and how it would affect the views from their property, and concern over a proposed dog park adjacent to a field that actively manages livestock and bulls.

The applicant has addressed these requests and concerns through this resubmission. They have revised architectural elevations with pitched roofs and a brick wainscot, included warranty information for the engineered siding products, relocated the dog run, and included additional renderings for review.

The applicant is proposing a PRD on the subject property with the marketing name ***The Thickets*** consisting of **281 single family houses**, and **140 townhome units.** The townhome structures will be located in the north-west section of the property at the Mill Dam entrance to the neighborhood, and along the Nomad Rd street frontage. The single family units are located throughout the remaining area.

The proposed single family units are proposed as engineered lap siding, engineered vertical siding, engineered lap wood stained siding, hardie board siding, brick, asphalt shingles, and aluminum flashing and fascia. In contrast to the SFH units, the proposed townhome exterior elevations will vary but will consist of brick, engineered lap siding, engineered vertical siding, and asphalt shingles.

The site plan incorporates a minimum of 15% greenspace requirement throughout the site. A series of pocket parks and common greens are used to provide walking paths, a dog park, and a pickleball court, along with a trail system around the stormwater ponds and habitable areas. A total of 9.17 acres of open space is shown within the PRD site plan.

The Applicant is proposing alleys with off-street parking for the single family units and the townhomes, along with on-street parking. 283 parking stalls are provided for the townhomes. 2 off-street parking spaces are provided for each single family residence by means of the driveway off of the alleys (there are no garages proposed), and approximately (198) on-street parking spaces will also be provided. Half-street improvements along Mill Dam Rd will be required at the time of Large Scale Development/Preliminary Plat, and 12-foot side paths along Mill Dam Rd and Nomad Rd are proposed.

Relationship to the Community Plan

The proposed development incorporates alleys, on-street parking, sidewalk connectivity throughout the site, a mixture of housing types, parks, stormwater management, and community spaces which align with the Community Plan's stated position to encourage walkable, diverse, and connected growth across the city and is consistent with the Future Land Use Map place type of "Walkable Neighborhood".

Public Comment

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

Analysis / Waivers

The proposed PRD generally aligns with the intent of the PRD district and the Future Land Use Map designation of Walkable Neighborhood. The development provides a mixture of housing types and densities and incorporates a system of open spaces and trails. The site plan includes pocket parks, walking

Analysis / Waivers

paths, a dog park, and a pickleball court, contributing to neighborhood amenities and promoting pedestrian activity. The use of alleys for single-family lots and the provision of side paths along both Mill Dam Road and Nomad Road further support the City's goals for connectivity and thoughtful growth.

The proposed architectural design may not fully meet the intent or requirements of Section 401.11 (g) of the PRD regulations related to design standards. The submitted elevations and renderings for the single-family homes rely primarily on engineered siding materials, however the applicant has included a brick wainscot and revised the roof elevations to align better with the townhome structures. The townhomes feature parking placed directly in front of the units, diminishing the pedestrian orientation and visual quality of the streetscape. **Garages are not provided for any of the product types in this development proposal.** In summary, these design elements may not demonstrate the high-quality architectural character or pedestrian-focused orientation envisioned for PRD developments.

Along with the meeting the PRD criteria, all rezone requests must address the following criteria.

Consistency
The proposed PRD, Planned Residential Development, zoning district is consistent with the adopted Future Land Use Map designation of Walkable Neighborhood and is consistent with the Community Plan's guiding principle of thoughtful growth.

Impact
The impact of this rezone on the community, if developed under the proposed PRD zone, is an increase in housing density while providing sidewalks and street widening requirements of the Master Street Plan. The neighborhood is isolated from job centers and essential services, so there will be an impact to the traffic on the City's roadway infrastructure. A traffic and impact analysis will be required as part of the Preliminary Plat/Large Scale Development process.

Compatibility
This development proposes a mixture of single family residences along with townhouse structures.The surrounding area is composed of mostly single family residences to the East and South, and a multi-family residential development to the North. Much of the area in this part of Bentonville is still undeveloped, and the proposed development contrasts with the surrounding undeveloped farmland, but is in line with the City's adopted Future Land Use Map and the adjacent residential developments.

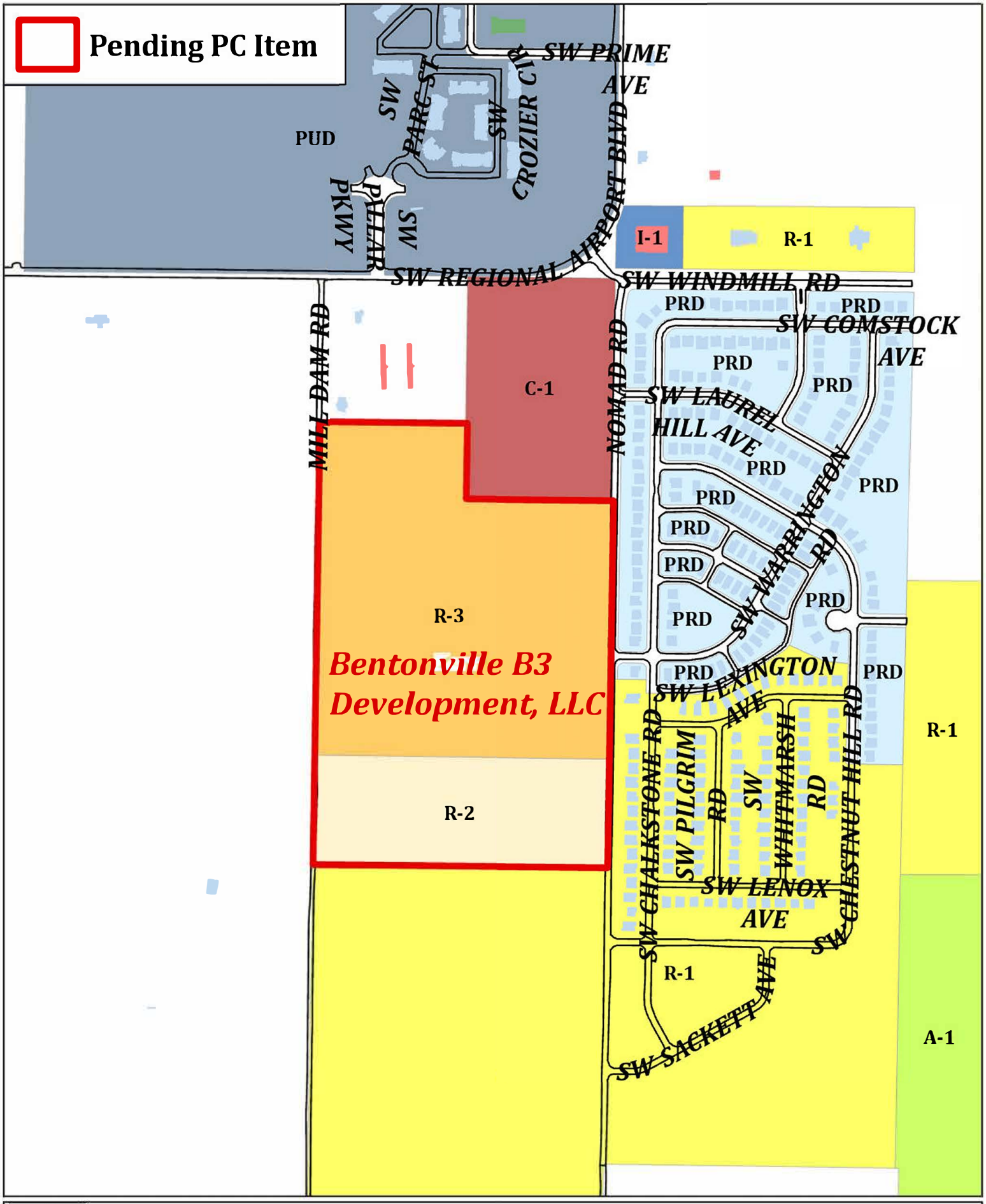
Intensity
The parcel is located within the Walkable Neighborhood place type which includes moderate intensity neighborhoods. The PRD zoning district would allow for both low density single family residential development, and moderately dense townhome development.

Orderly Transition
This rezone request would be in line with the development pattern in the area, one of undeveloped farmland transitioning to low-density residential development.

Conclusion

If the Planning Commission finds that the proposed material specifications and parking configuration meet the intent of the PRD design standards, staff recommends approval, as the application is consistent with the goals of the Community Plan, the Alignment Policy and the surrounding built environment.

Additional Details



PRD25-0004
6103 NOMAD RD

The Thickets

Planned Residential Development - Phases 1 - 3
PRD25-0004

Submitted to:
City of Bentonville
Planning Department
305 SW A Street
Bentonville, AR 72712

Job No. 25104600

Prepared by:

PRISM DESIGN STUDIO

Crafton Tull

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Site and Project Information

Owner Information:

Name:	Schuber Mitchell Homes, LLC
Address:	2304 S. Range Line, Joplin, MO 64804

Project Information:

Parcels:	01-20436-000, 01-20437-000
Address:	Nomad Road, Bentonville, AR
Acreage:	±54.52 acres
Existing Zoning:	R-2, R-3
Existing Use:	Vacant
Proposed Zoning:	PRD
Proposed Use:	Single-Family Residential, Townhomes, Multi-Family, Home Occupation, Type B Home Occupation, Food Truck Court, Bakery, Neighborhood Retail, Restaurant, Bar
Units:	281 single-family homes | 140 townhomes
Density:	**421 total units** 7.61 DUA

Scope & Concept

The Thickets Project will be a residential project with single family residential, townhomes, multifamily, home occupation, and food truck court uses located between Mill Dam Road and Nomad Road south of the intersections with SW Regional Airport Blvd. The project is directly west of Providence Village Subdivision. The project will consist of 281 residential lots, 26 townhome buildings totaling 140 units, with associated right-of-way dedication, site amenities, parking spaces, private drives, multi-purpose community areas, and 2 retention ponds. The project is currently zoned R-2 and R-3, and we are proposing to rezone to PRD.

The northern PRD boundary will border C-1 zoned property on SW Regional Airport Blvd. The eastern PRD boundary borders Nomad Road & Providence Village Subdivision (zoned PRD and R-1). The western PRD boundary borders undeveloped land within Benton County (within the Bentonville Planning Boundary, shown as A-1 on the Future Land Use Plan). The southern PRD boundary borders undeveloped land zoned R-1.

Crafton Tull will work with Bentonville Water Utilities to determine the best route for sanitary sewer. Water utilities will be connected to the existing waterline across Nomad Road. These utilities will be designed per Bentonville Water Utilities Standard Specifications and will be reviewed by BWU and the Arkansas Department of Health. Stormwater will be designed in accordance with the City of Bentonville Stormwater Management and Drainage Manual.

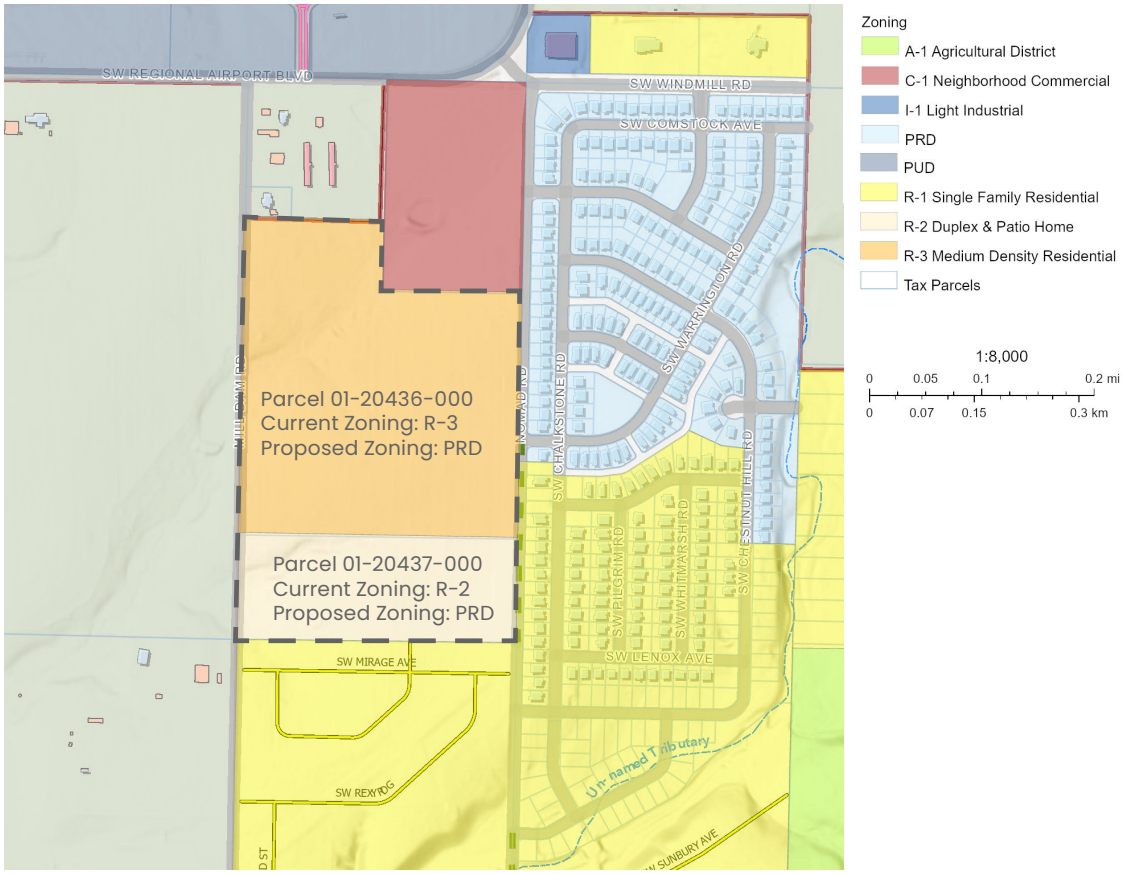


Figure 1: The Thickets Zoning Map per Bentonville GIS

Rezone Description

LOTS 2 AND 3 OF NOMAD MEADOWS, AS PER PLAT RECORD L202243443 IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF BENTON COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 3;
THENCE ALONG THE SOUTH LINE THEREOF N87°49'02"W 1245.03 FEET TO THE EAST RIGHT-OF-WAY OF MILL DAM ROAD;
THENCE ALONG SAID RIGHT-OF-WAY N02°30'40"E 1975.27 FEET TO THE NORTH LINE OF SAID LOT 2:
THENCE ALONG SAID NORTH LINE THE FOLLOWING THREE COURSES:
THENCE S87°45'09"E 622.59 FEET;
THENCE S02°30'56"W 337.03 FEET;
THENCE S87°45'52"E 622.56 FEET TO THE WEST RIGHT-OF-WAY OF NOMAD ROAD;
THENCE ALONG SAID RIGHT-OF-WAY S02°31'03"W 1155.78 FEET;
THENCE CONTINUING ALONG SAID RIGHT-OF-WAY S02°30'27"W 481.18 FEET TO THE POINT OF BEGINNING, CONTAINING 51.62 ACRES, MORE OR LESS AND SUBJECT TO ANY AND ALL EASEMENTS OF RECORD OR FACT.

Master Site Plan

There are a total of 421 units on 54.52 acres. 281 will be single family detached lots and 140 will be townhome units. There are a mix of 4 unit and 6 unit townhomes. Each townhome unit will be its own lot with the lot line on the demising wall. All products within the development will be for sale.

STORMWATER POND
ALLEY, TYP.
STORMWATER POND
UTILITY E
TH
TH
TH

Architectural Elevations

The single-family homes will consist of engineered lap siding, engineered vertical siding, engineered lap wood stained siding, hardie board siding, brick, asphalt shingles, aluminum flashing and fascia. The townhomes' exterior elevations will vary but will consist of brick, engineered lap siding, engineered vertical siding, and asphalt shingles.

One foot of overhang will be allowed in the building setback for the eaves of single-family and townhome buildings.

Figure 3: Single-Family Elevation 1

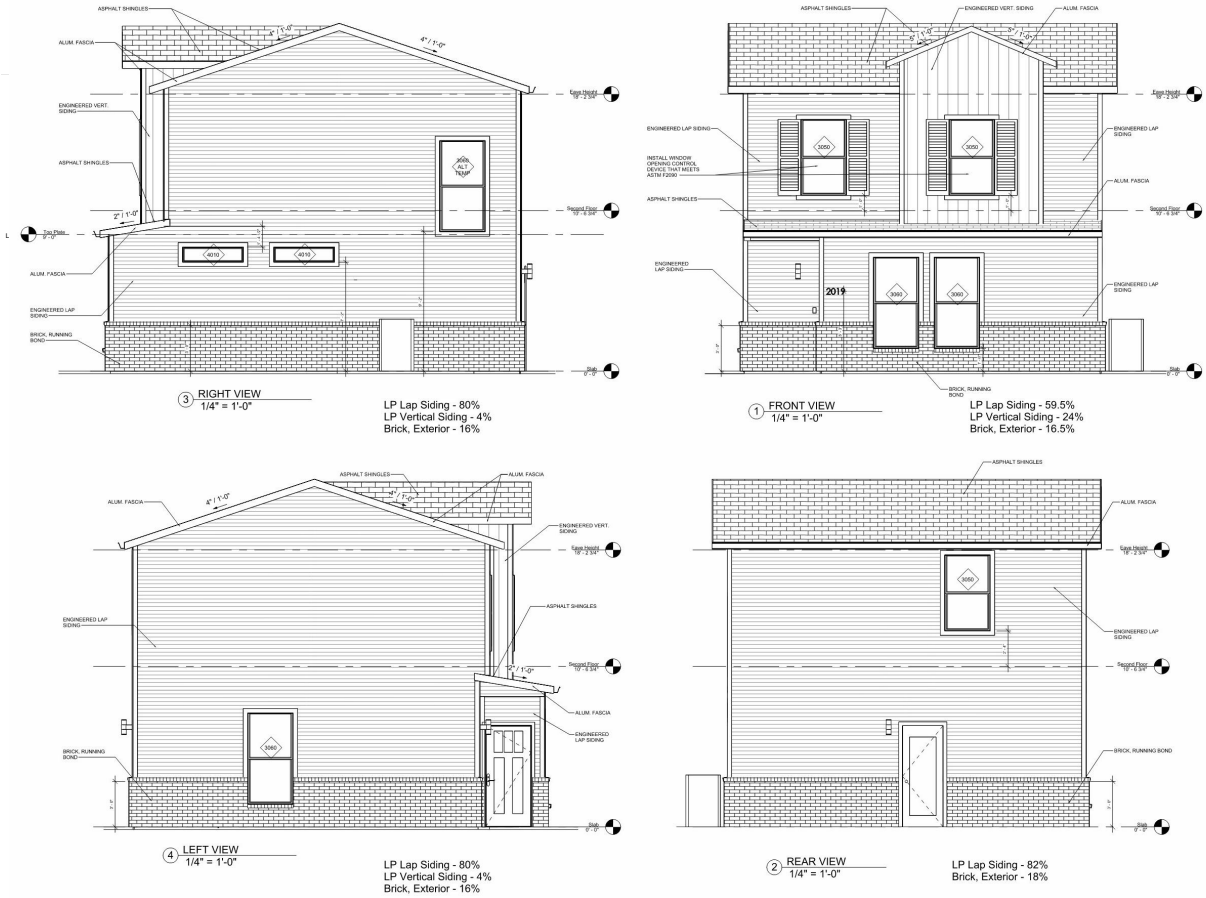


Figure 4: Single-Family Elevation 2

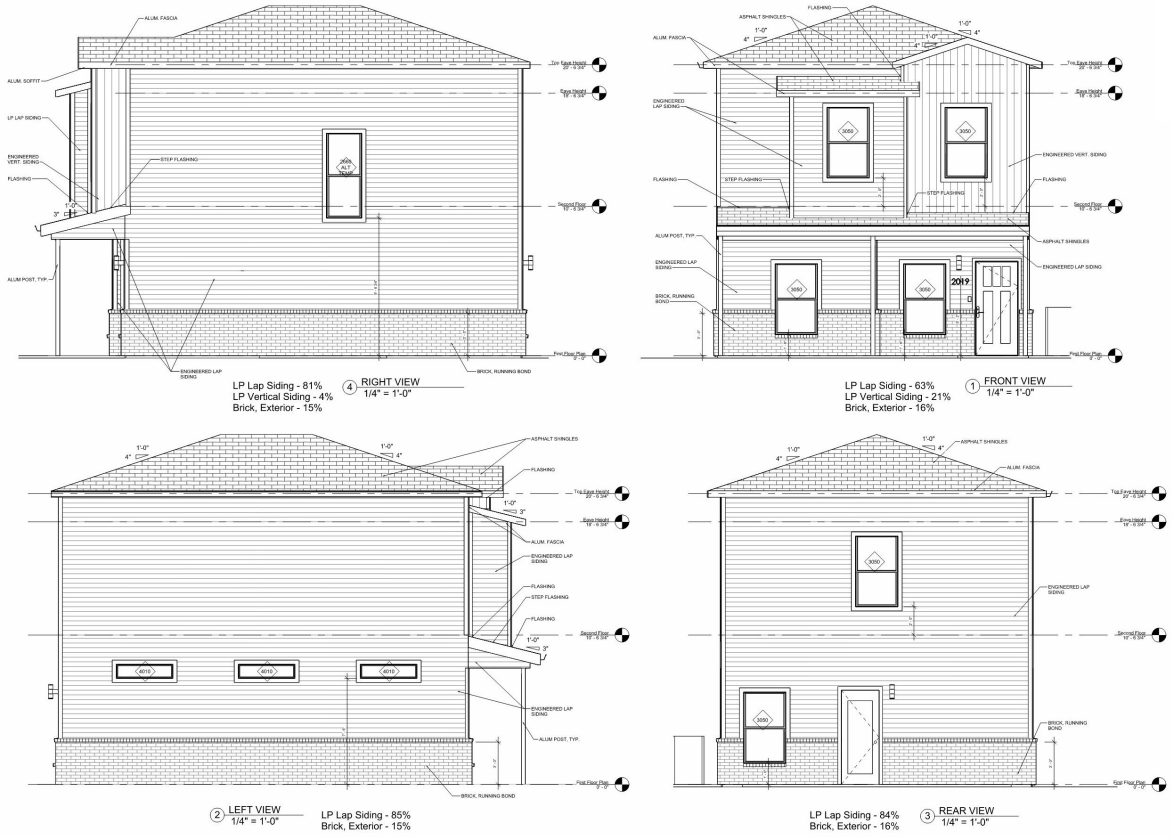


Figure 5: Single-Family Elevation 3

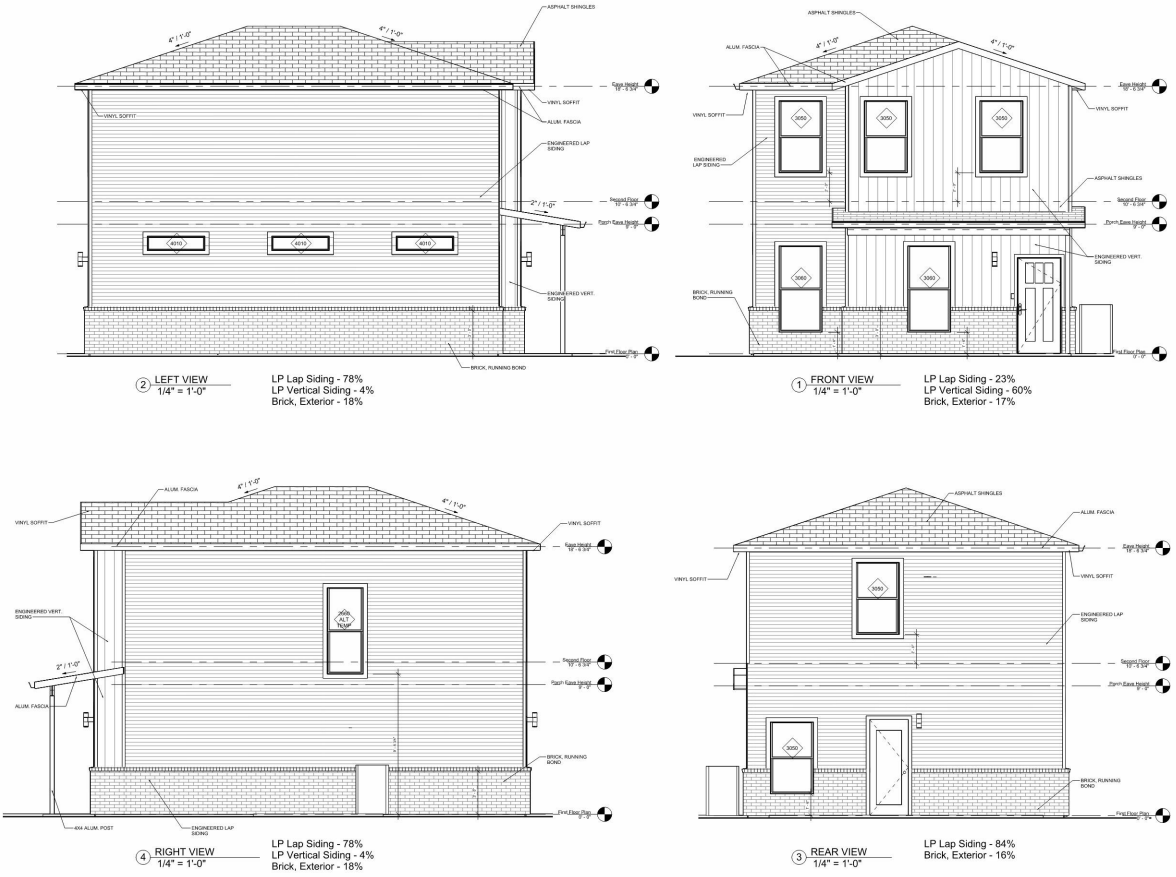
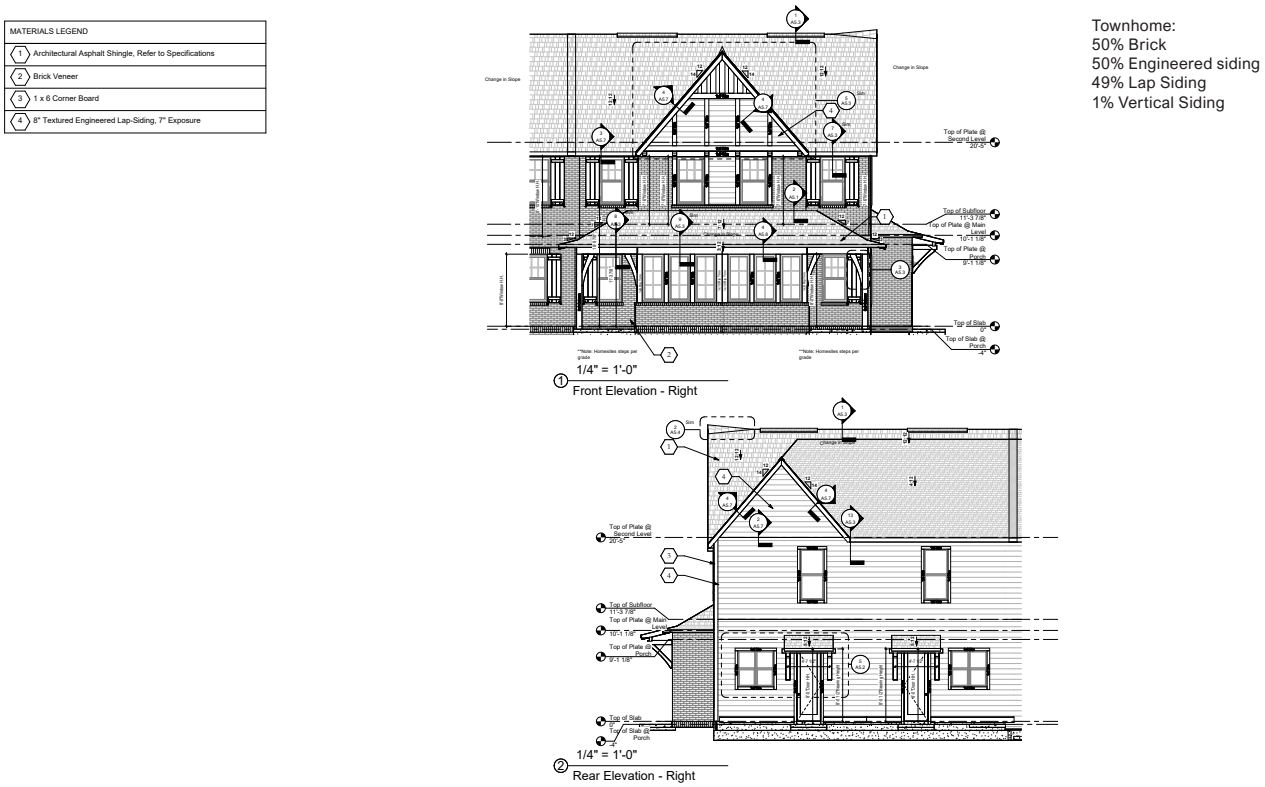


Figure 6: Single-Family Elevation 4

Townhome:
50% Brick
50% Engineered siding
49% Lap Siding
1% Vertical Siding

Figure 7: Townhome Elevations 1



Townhome:
50% Brick
50% Engineered siding
49% Lap Siding
1% Vertical Siding

Figure 8: Townhome Elevations 2

Townhome:
50% Brick
50% Engineered siding
49% Lap Siding
1% Vertical Siding

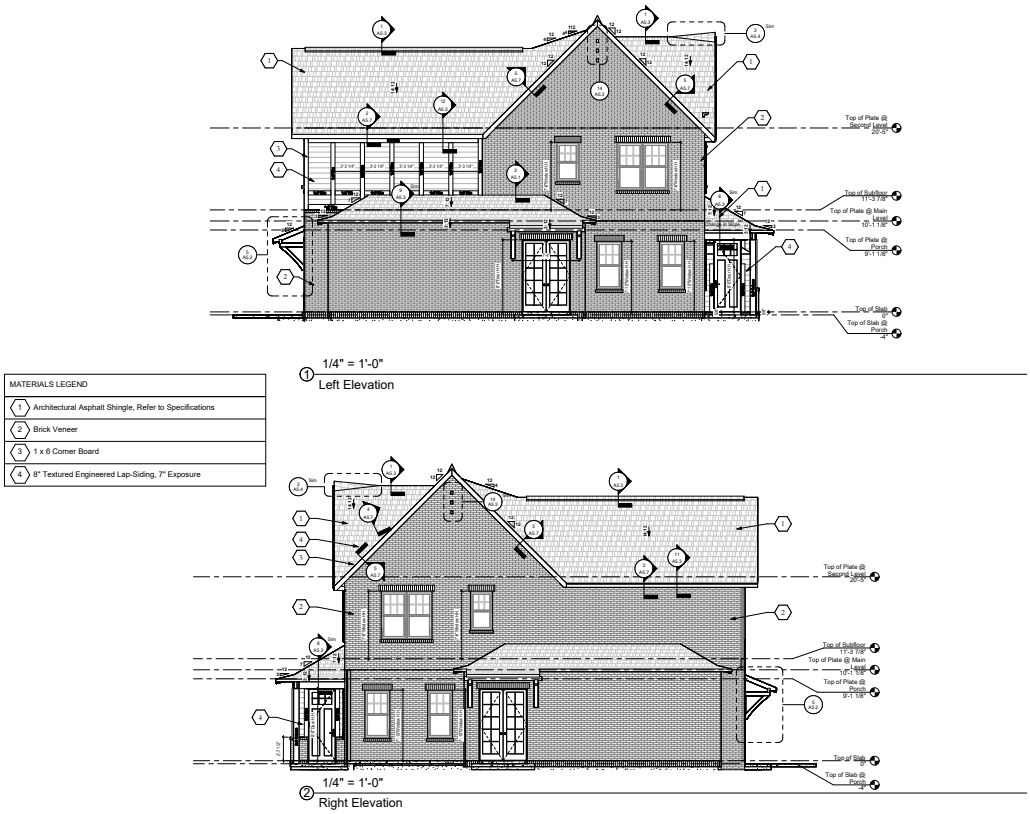


Figure 9: Townhome Elevations 3

Streets and Parking

The project proposes two new access points to Mill Dam Road and two new access points to Nomad Road. Mill Dam Road and Nomad Road are listed as Collector streets in the Bentonville Master Street Plan. Both streets will be improved as part of the development of this project. Mill Dam will be improved with 20 ft of asphalt, concrete sidewalk, and curb & gutter. Nomad Road will be improved with curb & gutter and concrete sidewalks. The southern access on Mill Dam Road creates the main road through the development and exits at the northern access on Nomad Road. Other streets and alleys are connected to the main road and create a network of streets with minimal dead-ends and cul-de-sacs.

All of the single-family homes are alley loaded with driveways. Each driveway can fit 2 off-street parking spaces per lot. 283 parking stalls are provided for the townhomes. Guest parking will be provided on-street since the design for Local Street with Shared Use allows for on-street parking. Approximately 198 on-street parking spaces will be provided. We are not requesting to group any parking spaces, garages, or carports with this PRD.

The proposed streets are safe, tight, walkable, minimize dead-ends, and uses through alleys. The proposed street sections align with the City of Bentonville standards.

Figure 10: Street Layout

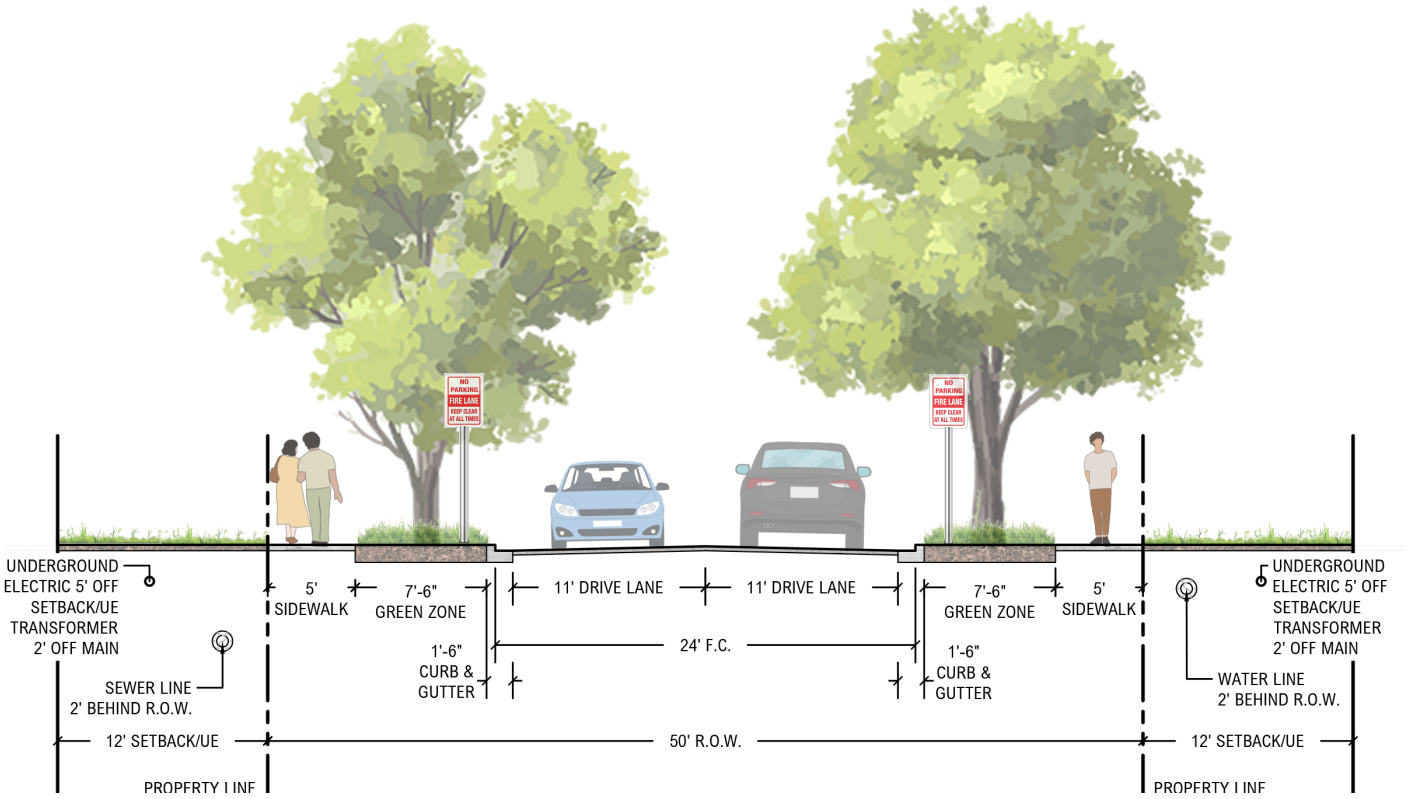


Figure 11: Typical Neighborhood Street without On-Street Parking

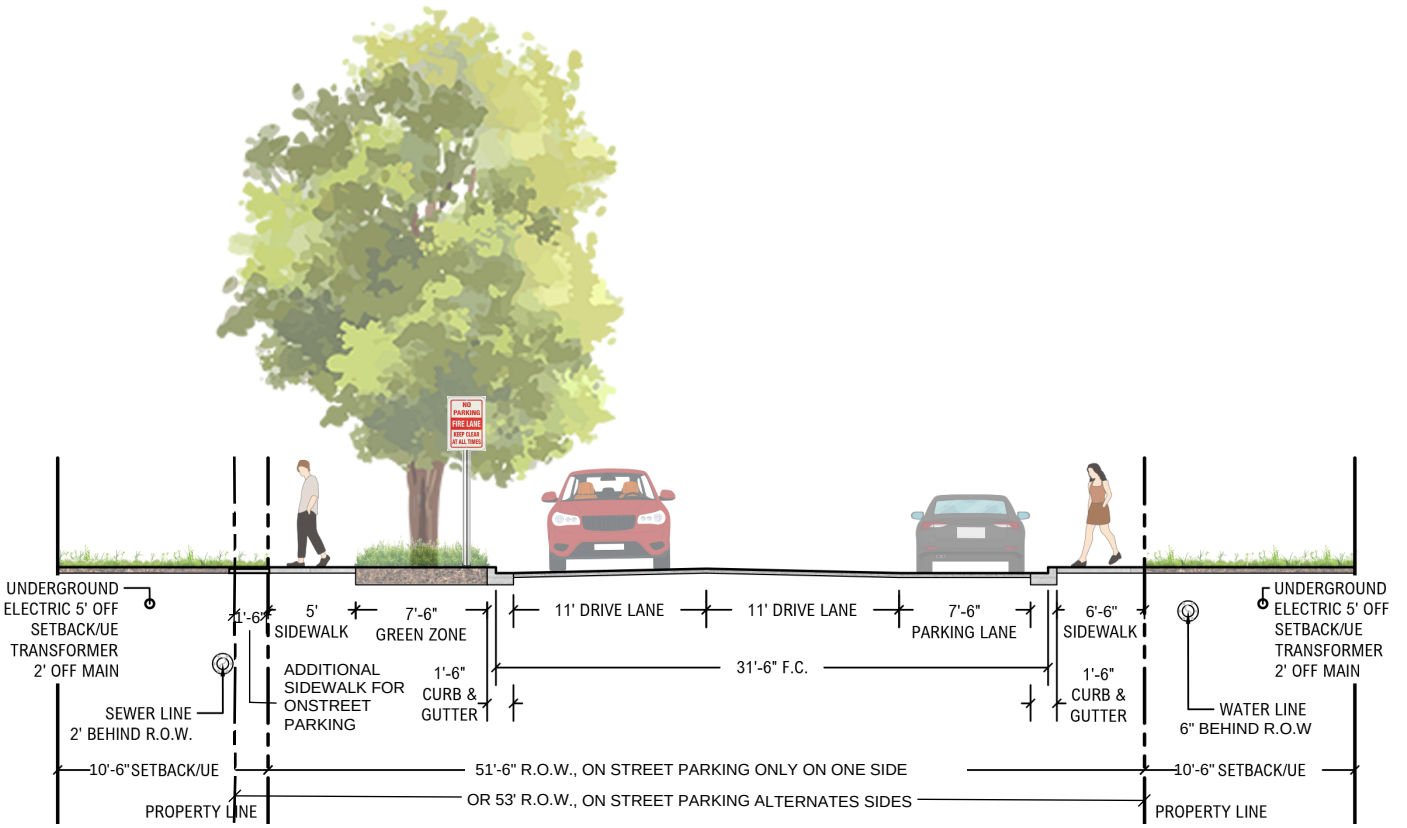


Figure 12: Typical Neighborhood Street with On-Street Parking

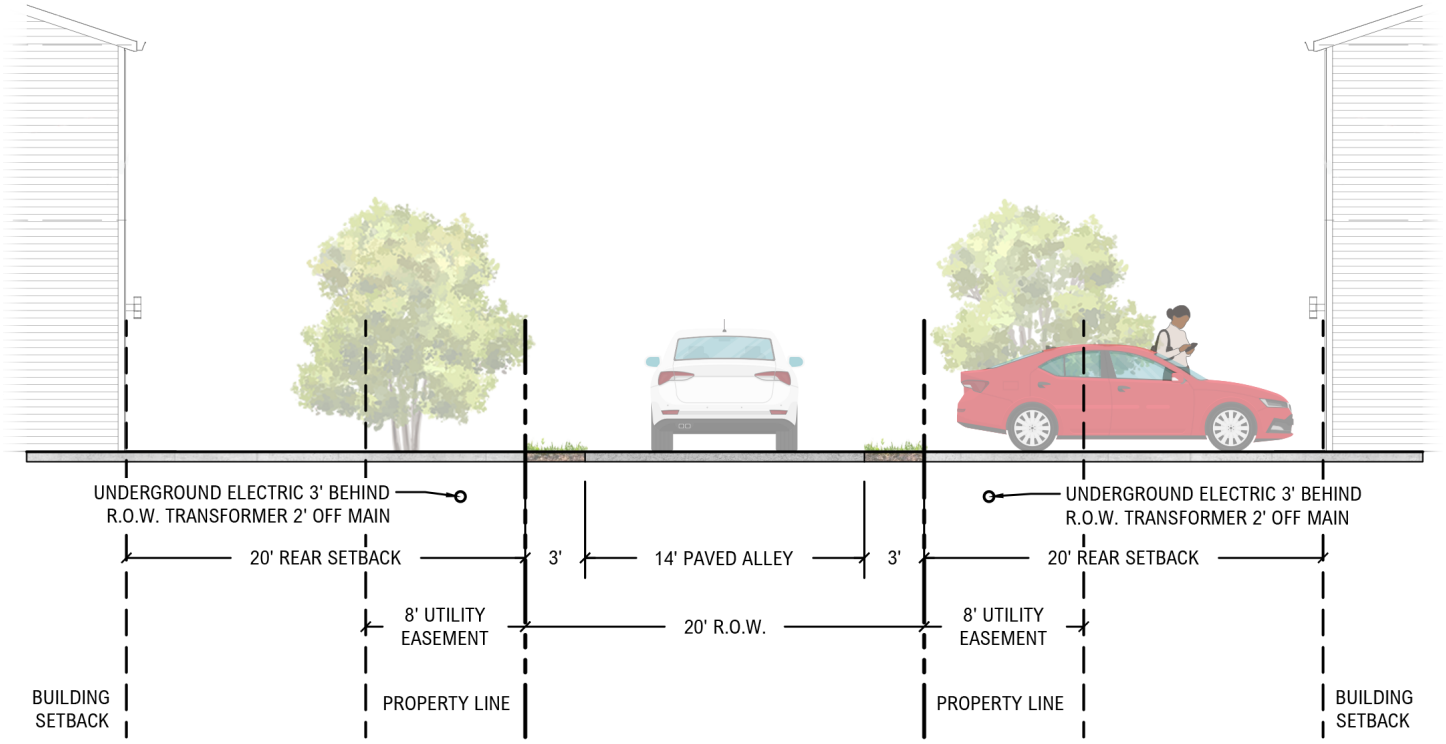


Figure 13: Typical Alley Section

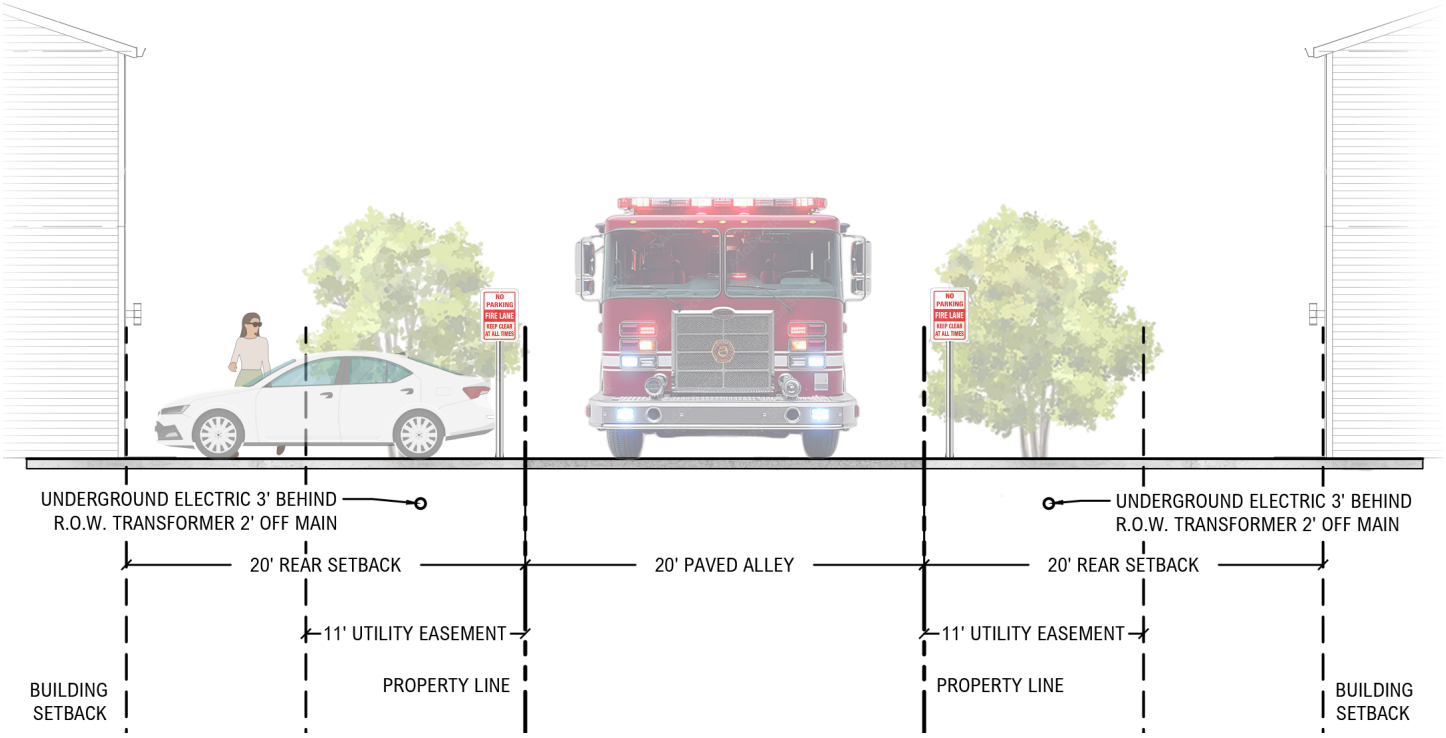


Figure 14: Typical Fire Accessible Alley Section

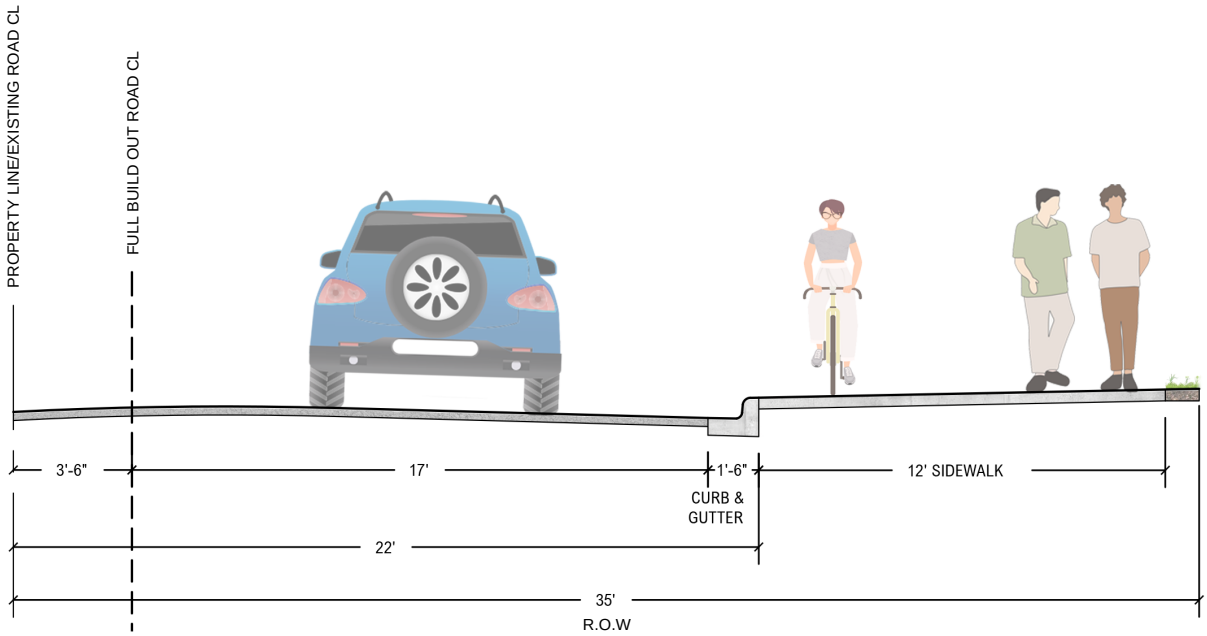


Figure 15: Mill Dam Road Section

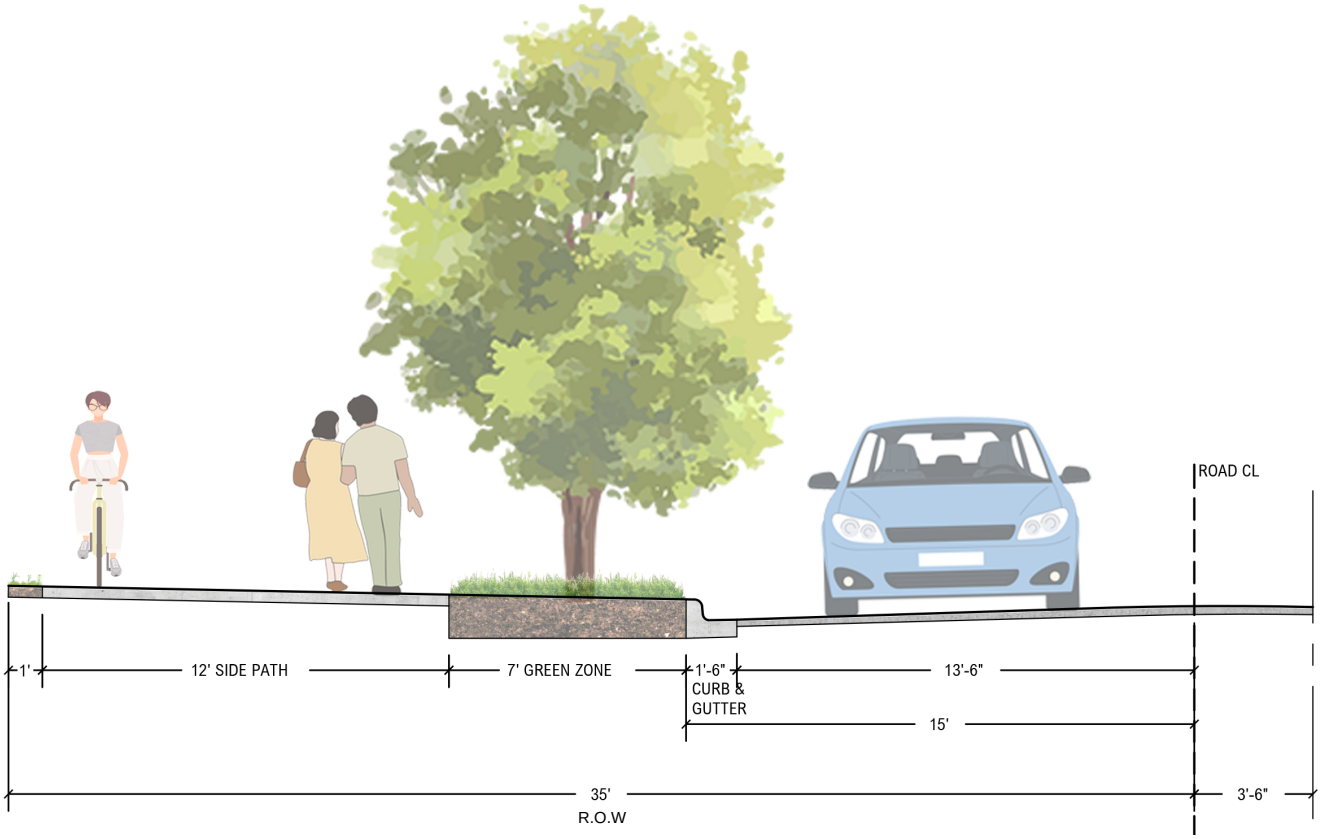


Figure 16: Nomad Road Section

Proposed Zoning Modifications

This PRD shall be governed by the use and development regulations of the City of Bentonville Municipal Code except as follows:

1. Density: R-2 zoning does not have base density regulations. The modified density request of 12.1 units/acre in the PRD is due to other allowable modifications.
2. Building setbacks:

Setbacks per PRD:
Front setback = 10.5'
Interior side setback = 6’
Exterior side setback = 15’
Rear setback = 20’

Setbacks per R-2 Zoning Code:
Front setback = 20’
Interior side setback = 7’
Exterior side setback = 20’
Rear setback = 25’

3. Height of buildings or structures: R-2 zoning has a maximum allowable height of 36’. This PRD will not modify this zoning standard.
4. Lot size, depth, and width:

Lot & Area Standards per PRD:
Minimum Lot Area = 2,275 sq. ft.
Minimum Lot Width = 37’
Minimum Lot Depth = 65’

Lot & Area Standards per R-2 Zoning Code:
Minimum Lot Area = 5,000 sq. ft.
Minimum Lot Width = 50’

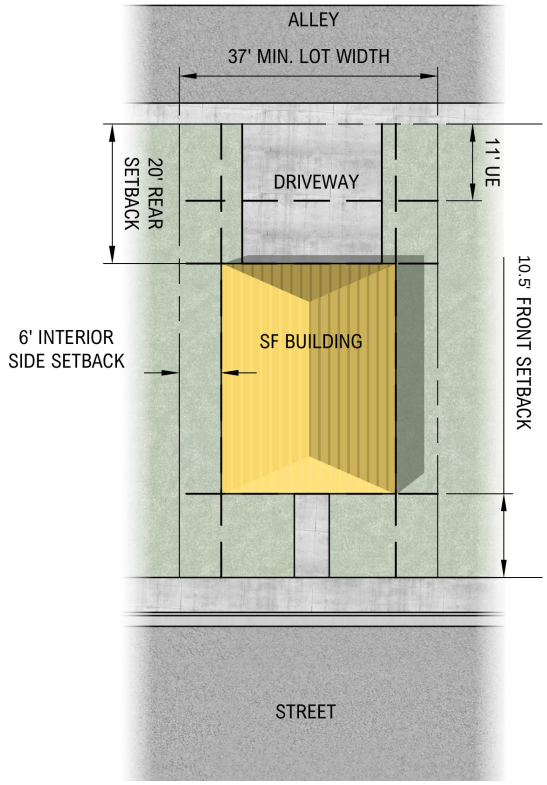


Figure 17: Typical Interior Lot Layout

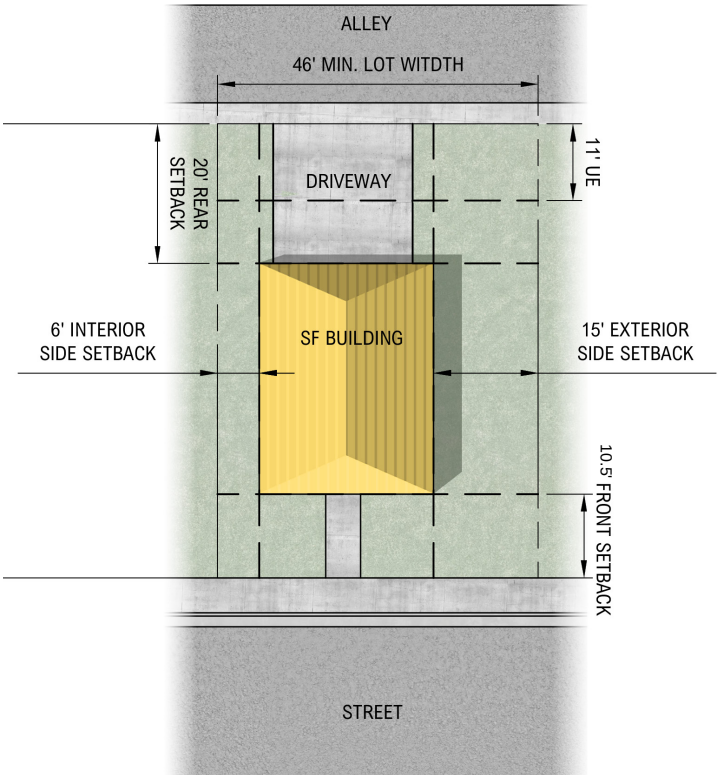


Figure 18: Typical Corner Lot Layout

5. Required off-street parking spaces: Sec. 501.06(f) requires 2 off-street parking spaces per dwelling unit. These will be provided via driveways on each lot. This development standard will not be modified with this PRD.
6. Street widths: Local Streets with Shared Use (per City of Bentonville's TSS) are proposed throughout and will not be modified with this PRD.
7. Each townhome unit will be on its own lot with the lot line on the demising wall. There will be 0' setback on the front, rear and side. All adjacent property will be commonly owned and maintained with access and utility easements to service each unit.

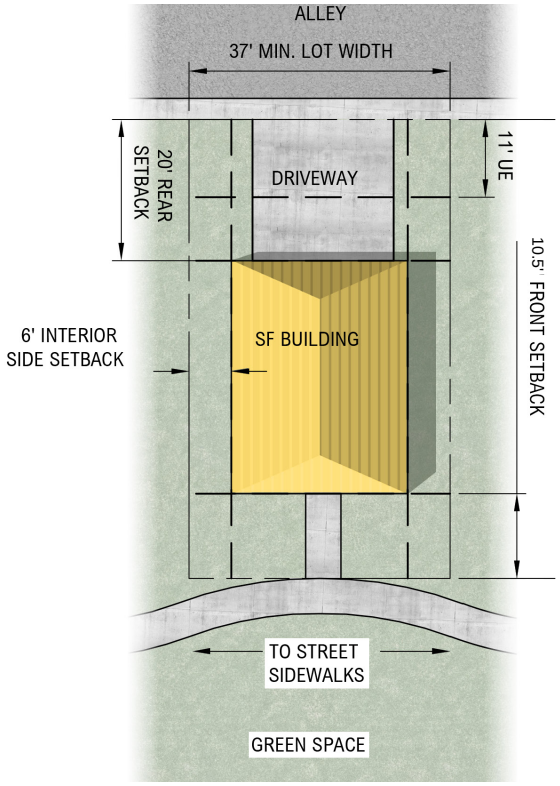


Figure 19: Typical Lot Layout Fronting Green Space

Perimeter Requirements

Screening and landscaping will be provided as required by the City Municipal Code. Most uses surrounding the property, and including the property are low density residential, no screening is planned. Where the project abuts C-1 Commercial Zoning a type A screen will be required. Street trees will be planned in accordance with the typical city street sections. Landscape enhancements will be provided in the common areas and in the stormwater open space. Perimeter landscape strips will be provided along the rear and side lot lines. This will include landscaping and screening if required. The planting palette will be strictly from the City of Bentonville approved tree/plans list.

Information regarding setbacks, building height, lot coverage, and other elements necessary for all perimeter lots that are adjacent to the boundary of the PRD district or adjacent to any boundary or perimeter street right-of-way has been provided with this PRD.

Fencing will be limited to the property perimeter and installed during initial construction. Standard shadow box wood privacy fencing will be provided.

Open Space and Landscaping

As stated above, street trees and all landscaping will be designed in accordance with the City of Bentonville's Municipal Codes and Ordinances. Street trees will be provided along the proposed local streets per the Typical Street Section.

The neighborhood includes open green spaces interspersed throughout, providing access to quality outdoor space in multiple forms. A series of pocket parks and common greens are used to provide walking paths, a dog park, and a pickleball court to residents. These spaces also act as natural systems enhanced with native plantings, allowing for wildlife migration by being connected, rather than isolated habitats. A trail system around the stormwater ponds and habitat area will provide opportunities for walking, running, and wildlife viewing.

Per PRD requirements, 15% common, usable, open space is required. For this site (~45.96 ac. excluding ROW), 8.18 acres of open space is required. This requirement is being met with this PRD by providing the following open spaces:

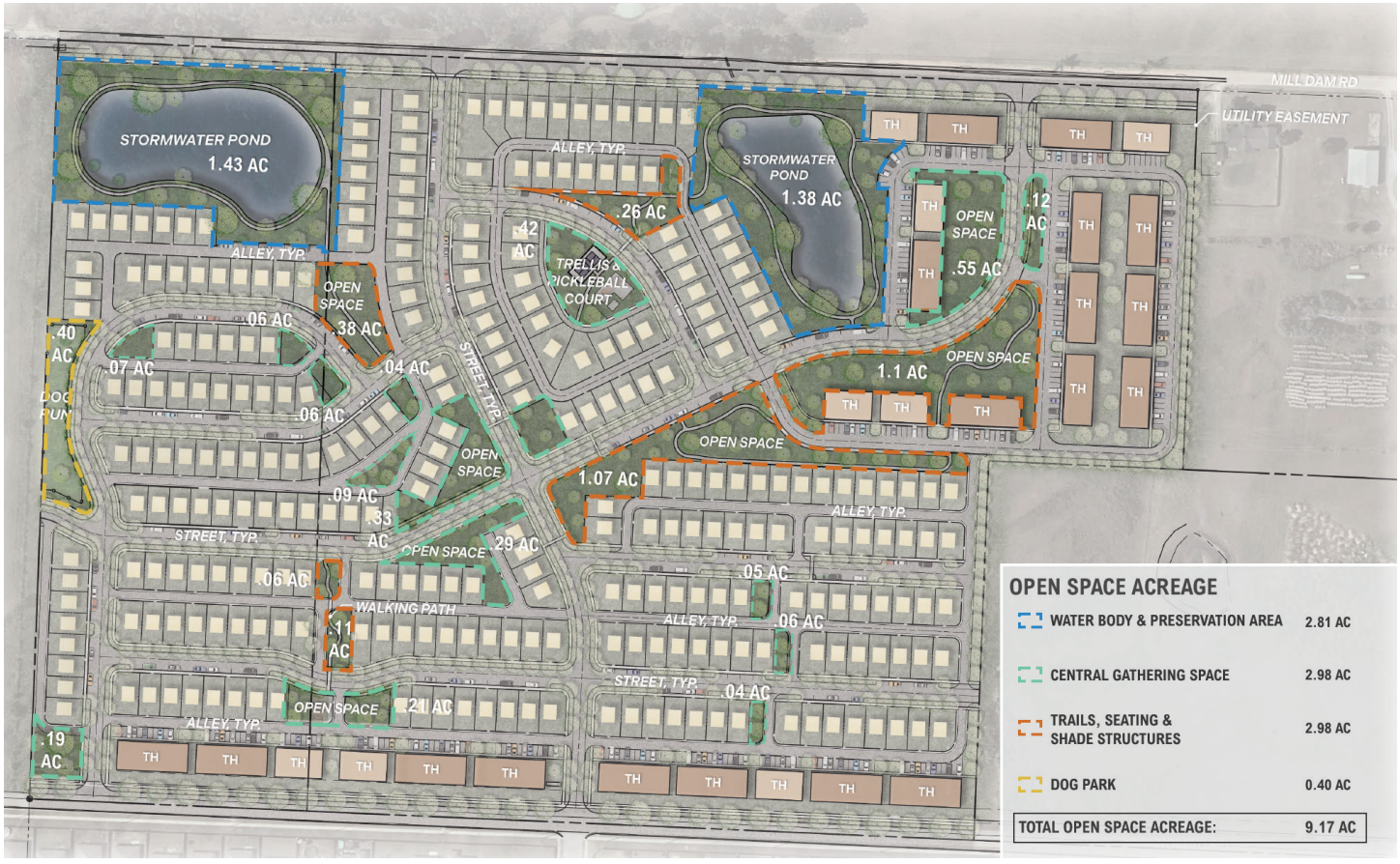


Figure 20: Open Space Plan

Phasing

This project will be constructed in three phases. A phase lines and color is shown on the site plan that has been provided. Each phase of this project will likely begin construction within 12 months of previous phase.

The phase indicated with light green will include improvements to Mill Dam Rd., Nomad Rd., and both stormwater ponds. The main entry roads from Mill Dam Rd. will also be built in this phase. The dog park and pickleball area will be constructed in this phase also.

The phase indicated with medium green will include townhomes and connect to Nomad Rd. Various walking paths and pocket parks will also be constructed in this phase. The phase indicated with dark green will consist of single-family homes and community open spaces.

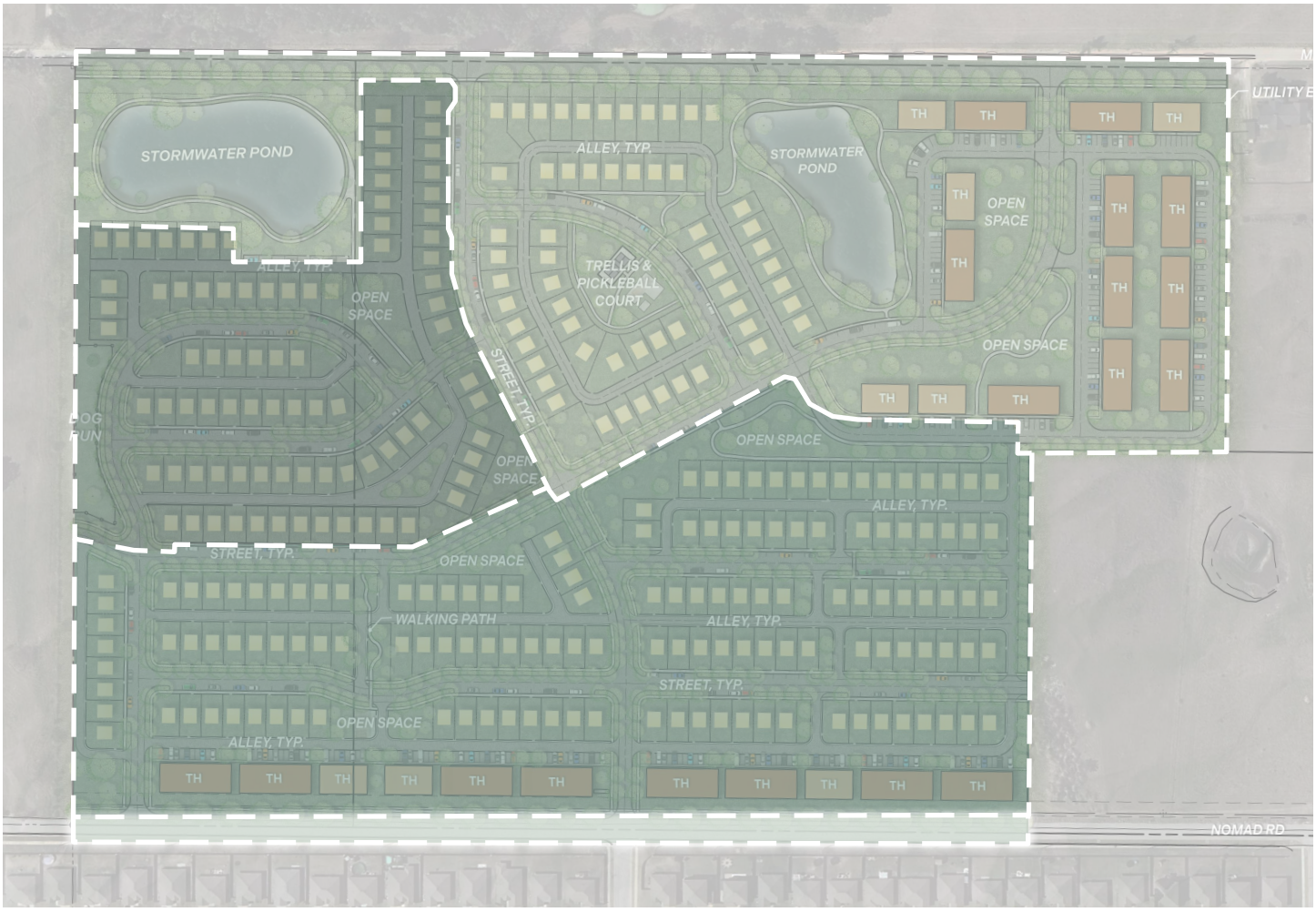


Figure 21: Phasing Diagram

Structural Design Standards

All structural design standards in the City of Bentonville Municipal Code will be met with this PRD.

Prohibited Modifications

This project will abide by and meet all City of Bentonville's zoning and development standards for sign requirements, grading and drainage, access management, outdoor lighting, landscaping and screening, residential light standards, and flood damage protection.

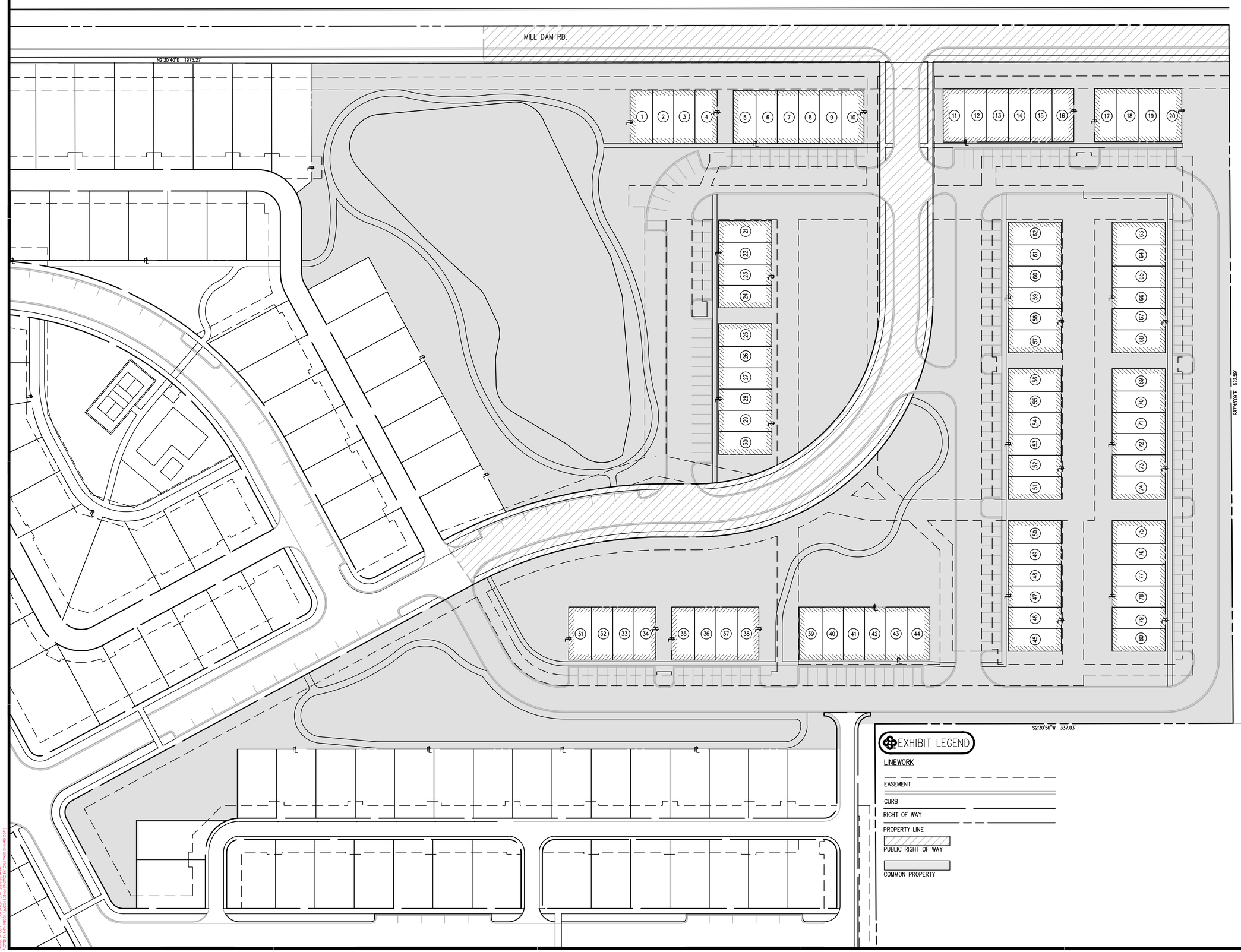


EXHIBIT LEGEND

LINEWORK

EASEMENT

CURB

RIGHT OF WAY

PROPERTY LINE

PUBLIC RIGHT OF WAY

COMMON PROPERTY

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

Crafton Tull
architecture | engineering | surveying

479.636.4838 t 479.631.6224 f
www.craftontull.com

CERTIFICATE OF AUTHORIZATION:

CERTIFICATE OF AUTHORIZATION
CRAFTON, TULL & ASSOCIATES, INC.
No. 109
ARKANSAS ENGINEER

GRAPHIC SCALE IN FEET
40' 0 40'

B3 PRD
BENTONVILLE, AR

Key Plan

No.	Description	Date

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PROJECT NO: 25104600
ISSUE DATE: 10/14/25
CONTACT: A. KARR
QC by:
QC Date:

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LAST PLOT: 11/17/2025 8:46 AM
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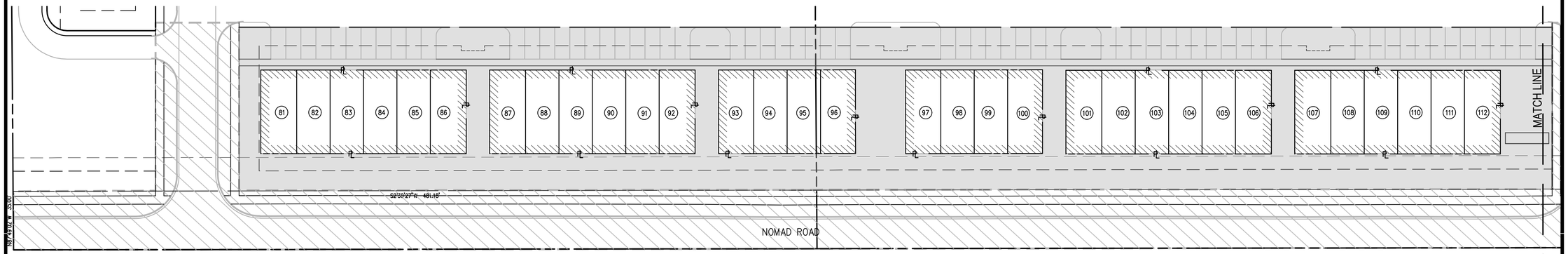

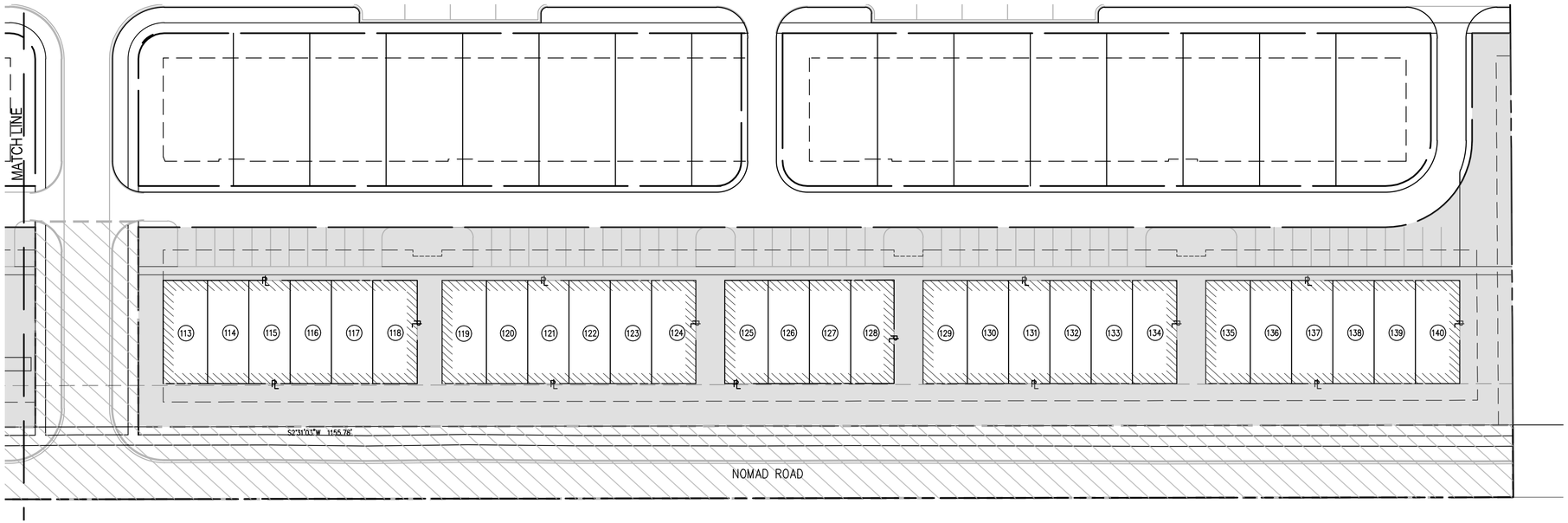

EXHIBIT LEGEND

LINEWORK

EASEMENT

CURB

RIGHT OF WAY

PROPERTY LINE

PUBLIC RIGHT OF WAY

COMMON PROPERTY

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

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CRAFTON, TULL & ASSOCIATES, INC.
No. 109
ARKANSAS ENGINEER

GRAPHIC SCALE IN FEET
30' 0 30'

B3 PRD
BENTONVILLE, AR

Key Plan

No.	Description	Date

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PROJECT NO: 25104600
ISSUE DATE: 10/14/25
CONTACT: A. KARR
QC by:
QC Date:

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LOT EXHIBIT

SAVED BY: KARR@CRAFTONTULL.COM PLOTTED BY: KARR@CRAFTONTULL.COM PLOT STYLE: 11X17(DS).CTB
LAST SAVED: 10/15/2025 8:29 AM PLOTTED: 10/15/2025 8:29 AM

UNIT COUNT

PROPOSED ZONIING: PLANNED RESIDENTIAL DEVELOPMENT

TOWNHOMES (TH):
- 8 TOWNHOMES @ 4 UNITS EACH = 32 TOWNHOME UNITS
- 18 TOWNHOMES @ 6 UNITS EACH = 108 TOWNHOME UNITS

TOTAL TOWNHOME UNITS = 140 TOWNHOME UNITS

SINGLE FAMILY:
- ≈ 35' W X 65' D = 281 LOTS

TOTAL SITE LOTS: 306 LOTS
TOTAL SITE UNITS: 421 UNITS

PARKING:
TOTAL PARKING PROVIDED = 492 PARKING STALLS

PRISM DESIGN STUDIO

Crafton Tull

THE THICKETS

NOMAD RD
BENTONVILLE, AR 72712

08.11.2025

0 100' 200'

N

VIEW 1

PRISM DESIGN STUDIO

Crafton Tull

THE THICKETS

NOMAD RD
BENTONVILLE, AR 72712

VIEW 2

PRISM DESIGN STUDIO

Crafton Tull

THE THICKETS

NOMAD RD
BENTONVILLE, AR 72712

VIEW 3

PRISM DESIGN STUDIO

Crafton Tull

THE THICKETS

NOMAD RD
BENTONVILLE, AR 72712

VIEW 4

PRISM DESIGN STUDIO

Crafton Tull

THE THICKETS

NOMAD RD
BENTONVILLE, AR 72712

VIEW 5

PRISM DESIGN STUDIO

Crafton Tull

THE THICKETS

NOMAD RD
BENTONVILLE, AR 72712

VIEW 6

PRISM DESIGN STUDIO

Crafton Tull

THE THICKETS

NOMAD RD
BENTONVILLE, AR 72712

VIEW 7

PRISM DESIGN STUDIO

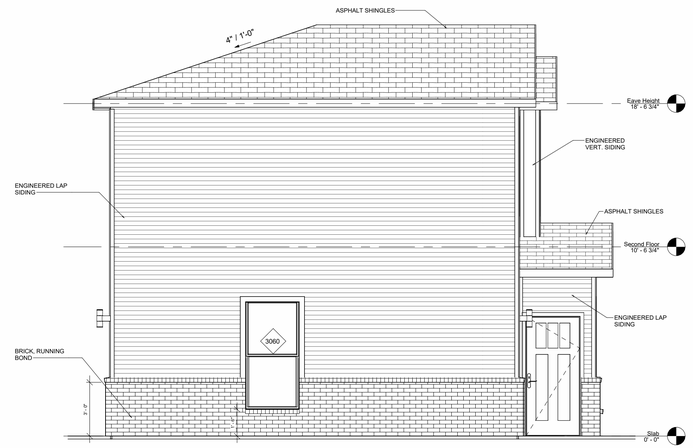
Crafton Tull

THE THICKETS

NOMAD RD
BENTONVILLE, AR 72712

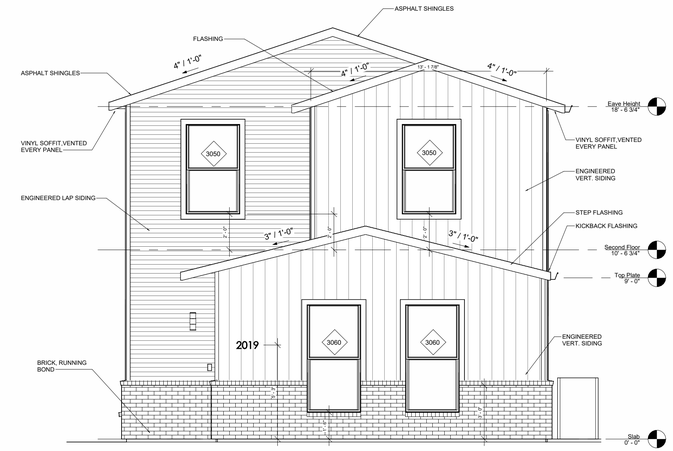
5 3D View 1

6 3D View 2



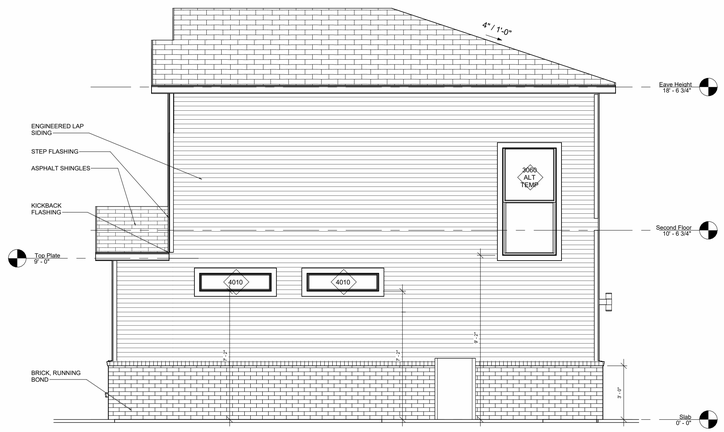
4 LEFT VIEW
1/4" = 1'-0"

LP Lap Siding - 80%
Brick, Exterior - 20%



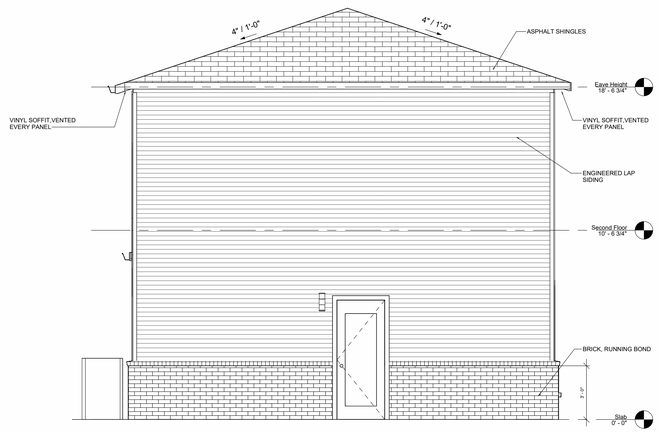
1 FRONT VIEW
1/4" = 1'-0"

LP Lap Siding - 32%
LP Vertical Siding - 52%
Brick, Exterior - 16%



LP Lap Siding - 80%
Brick, Exterior - 20%

3 RIGHT VIEW
1/4" = 1'-0"



2 REAR VIEW
1/4" = 1'-0"

LP Lap Siding - 82%
Brick, Exterior - 18%

Whole Home:
LP Lap Siding - 68.5%
LP Vertical Siding - 13%
Brick, Exterior - 18.5%

THE IMAGES MAY NOT ACCURATELY REFLECT THE APPLIANCES, ELECTRICAL OUTLET, PLUMBING FIXTURES, LIGHTING FIXTURES, OR MATERIALS OF THE HOMES THAT WILL BE USED. PLEASE BRING UP ANY AND ALL ITEMS THAT MAY BE CONFUSING TO YOUR EXPERIENCE SPECIALIST BEFORE SIGNING BELOW. NO CHANGES WILL BE MADE FOLLOWING THIS MEETING.

I, _____ HOMEBUYER SIGNATURE

_____ DATE

A-1.1

ELEVATIONS

DATE: Issue Date

ATTACHED_IRON

PLAN: 11002B-BG NL1

ADDRESS: Enter address here

CUSTOMER: AVAILABLE

This plan represents a standard plan as offered by Schuber-Mitchell Homes and is subject to change. Please contact your Sales Agent for complete details.

Copyright Schuber-Mitchell Homes

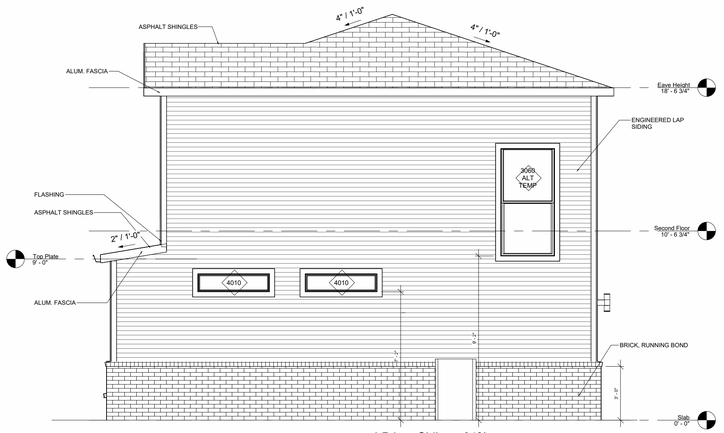
OPTIONS:

VERSION Project Status

SCHUBER MITCHELL HOMES

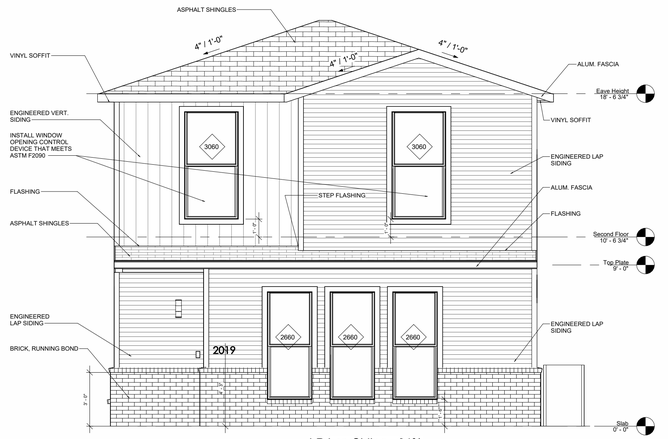
5 3D View 1

6 3D View 2



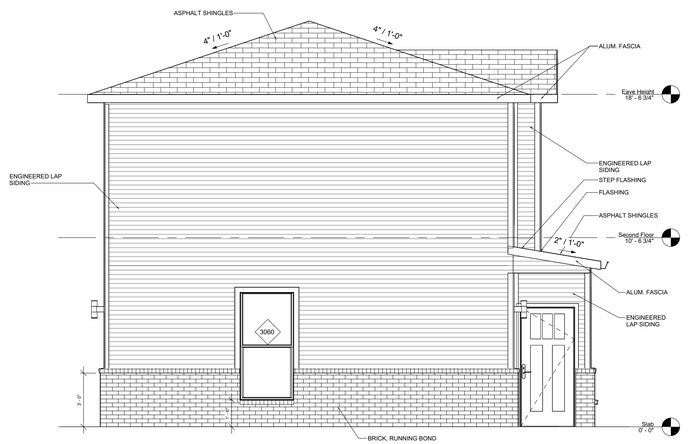
3 RIGHT VIEW
1/4" = 1'-0"

LP Lap Siding - 81%
Brick, Exterior - 19%



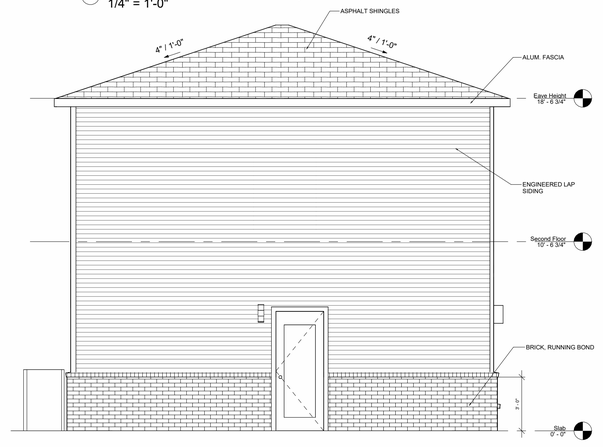
1 FRONT VIEW
1/4" = 1'-0"

LP Lap Siding - 64%
LP Vertical Siding - 19%
Brick, Exterior - 17%



4 LEFT VIEW
1/4" = 1'-0"

LP Lap Siding - 81%
Brick, Exterior - 19%



2 REAR VIEW
1/4" = 1'-0"

LP Lap Siding - 82%
Brick, Exterior - 18%

Whole Home:
LP Lap Siding - 77%
LP Vertical Siding - 5%
Brick, Exterior - 18%

THE IMAGES MAY NOT ACCURATELY REFLECT THE APPLIANCES, ELECTRICAL, OUTLET, PLUMBING FIXTURES, LIGHTING FIXTURES, OR MATERIALS OF THE PHOTOS THAT WILL BE USED. PLEASE BRING UP ANY AND ALL ITEMS THAT MAY BE CONFUSING TO YOUR EXPERIENCE SPECIALIST BEFORE SIGNING BELOW. NO CHANGES WILL BE MADE FOLLOWING THIS MEETING.

I, _____
HOMEBUYER SIGNATURE

_____
DATE

A-1.1

ELEVATIONS

DATE: Issue Date

PLAN: 1100 2-Bedroom NL3

ADDRESS: Enter address here

CUSTOMER: AVAILABLE

This perspective is used as a guide only to address the general design intent. Actual conditions may vary. Please refer to the working drawings for details and specifications.

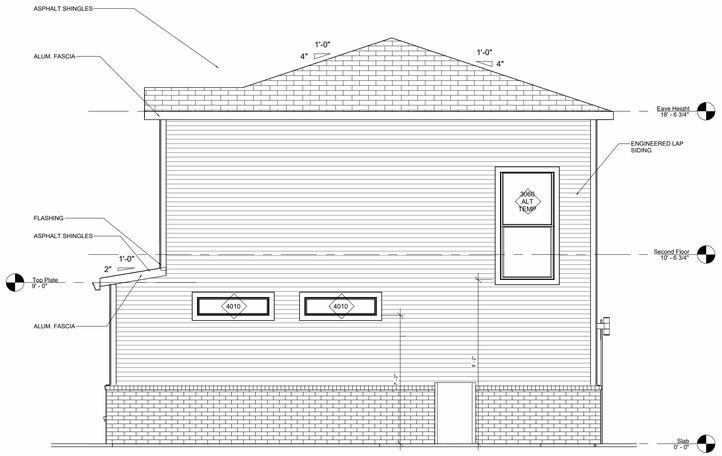
OPTIONS:

VERSION Project Status

SCHUBER MITCHELL HOMES

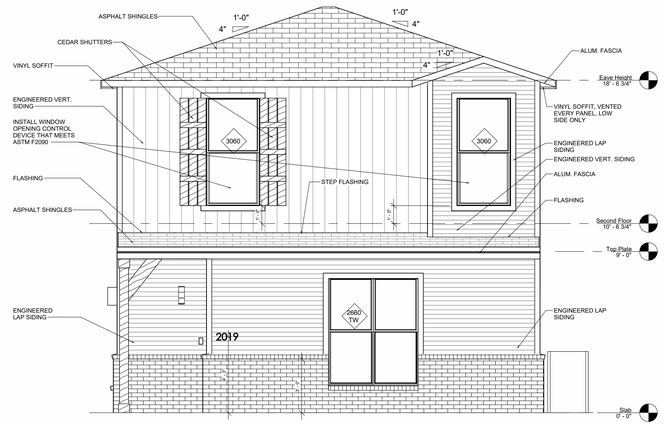
5 3D View 1

6 3D View 2



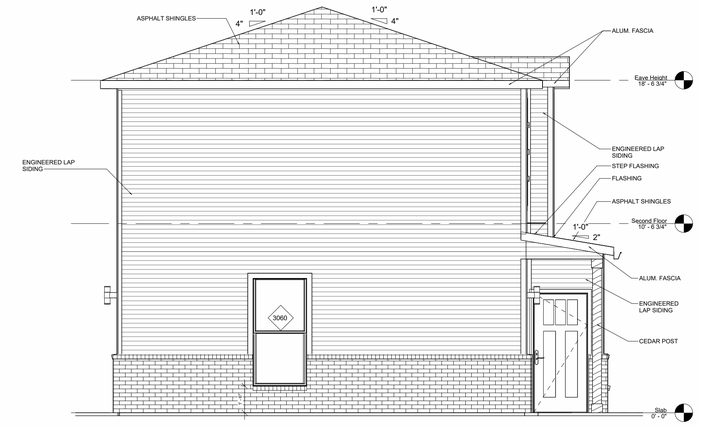
3 RIGHT VIEW
1/4" = 1'-0"

LP Lap Siding - 81%
Brick, Exterior - 19%



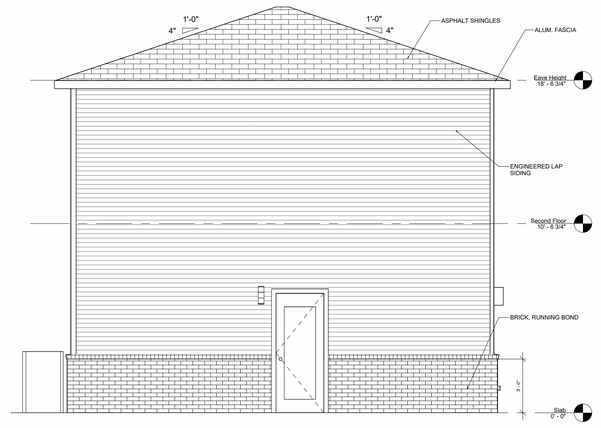
1 FRONT VIEW
1/4" = 1'-0"

LP Lap Siding - 50%
LP Vertical Siding - 32%
Brick, Exterior - 18%



4 LEFT VIEW
1/4" = 1'-0"

LP Lap Siding - 81%
Brick, Exterior - 19%



2 REAR VIEW
1/4" = 1'-0"

LP Lap Siding - 82%
Brick, Exterior - 18%

Whole Home:
LP Lap Siding - 73.5%
LP Vertical Siding - 8%
Brick, Exterior - 18.5%

A-1.1

ELEVATIONS

DATE: Issue Date

PLAN: 1100 2-Bedroom NL3

ADDRESS: Enter address here

CUSTOMER: AVAILABLE

This perspective is provided with a variance in general detail to Client Selections and Options pages (Exterior) for review and approval by Client.

OPTIONS:

VERSION Project Status

SCHUBER MITCHELL HOMES

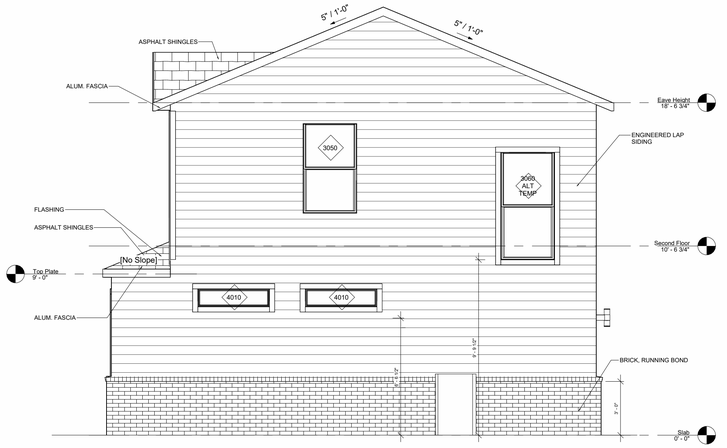
THE IMAGES MAY NOT ACCURATELY REFLECT THE APPLIANCES, ELECTRICAL OUTLET, PLUMBING FIXTURES, LIGHTING FIXTURES, OR MATERIALS OF THE FINISHES THAT WILL BE USED. PLEASE BRING UP ANY AND ALL ITEMS THAT MAY BE CONFUSING TO YOUR EXPERIENCE SPECIALIST BEFORE SIGNING BELOW. NO CHANGES WILL BE MADE FOLLOWING THIS MEETING.

I, _____ HOMEBUYER SIGNATURE

_____ DATE

5 3D View 1

6 3D View 2

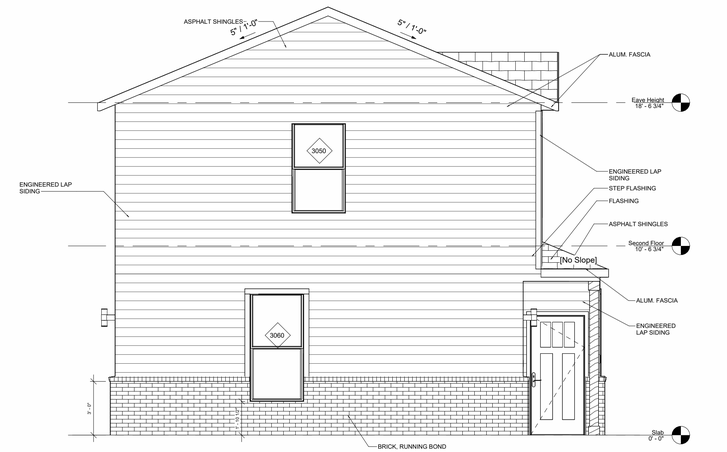


3 RIGHT VIEW
1/4" = 1'-0"

LP Lap Siding - 83%
Brick, Exterior - 17%

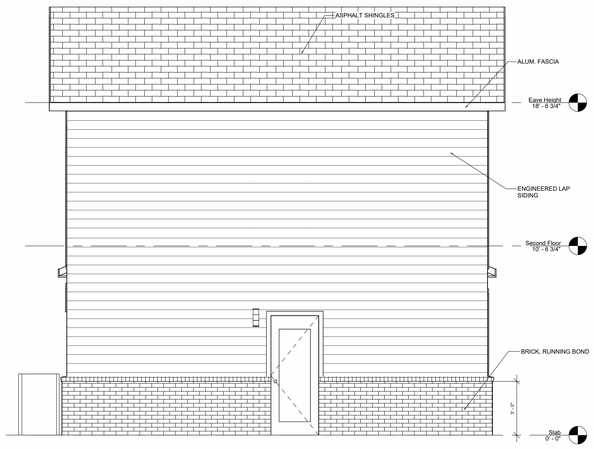
1 FRONT VIEW
1/4" = 1'-0"

LP Lap Siding - 83%
Brick, Exterior - 17%



4 LEFT VIEW
1/4" = 1'-0"

LP Lap Siding - 83%
Brick, Exterior - 17%



2 REAR VIEW
1/4" = 1'-0"

LP Lap Siding - 82%
Brick, Exterior - 18%

Whole Home:
LP Lap Siding - 83%
Brick, Exterior - 17%

THE IMAGES MAY NOT ACCURATELY REFLECT THE APPLIANCES, ELECTRICAL OUTLET, PLUMBING FIXTURES, LIGHTING FIXTURES, CABINETRY, COUNTERTOPS OR MATERIAL SELECTIONS THAT WILL BE USED. PLEASE BRING UP ANY AND ALL ITEMS THAT MAY BE CONFUSING TO YOUR EXPERIENCE SPECIALIST BEFORE SIGNING BELOW. NO CHANGES WILL BE MADE FOLLOWING THIS MEETING.

I, _____ HOMEBUYER SIGNATURE

_____ DATE

A-1.1

ELEVATIONS

DATE: Issue Date

PLAN: 1100 2-Bedroom NL3

ADDRESS: Enter address here

CUSTOMER: AVAILABLE

This homeowner's set of plans are to reference for general details in Client Selection Areas & Options pages (Contract) for Home Owner Selections and Upgrades only.

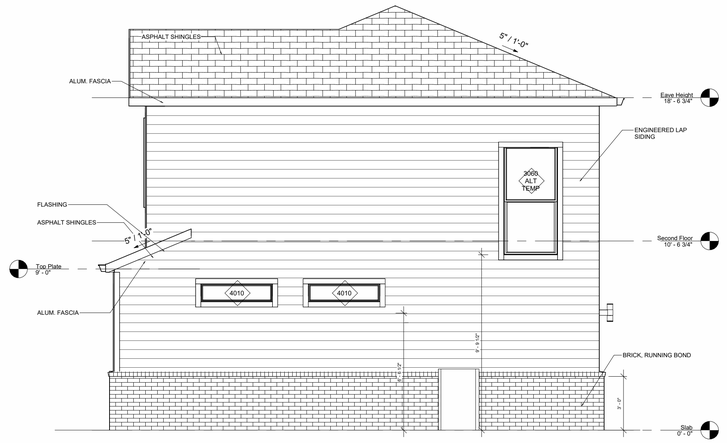
OPTIONS:

VERSION Project Status

SCHUBER MITCHELL HOMES

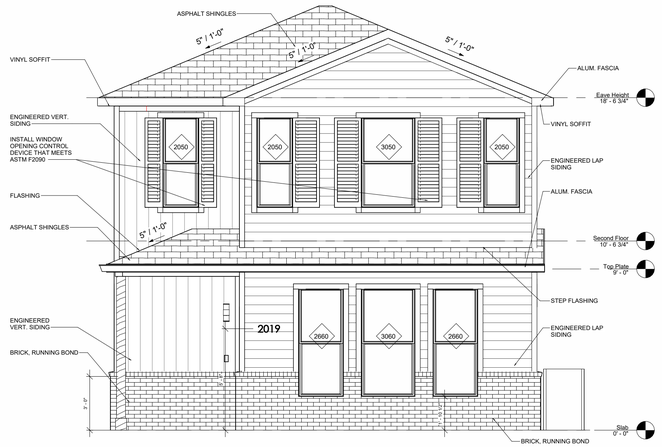
5 3D View 1

6 3D View 2



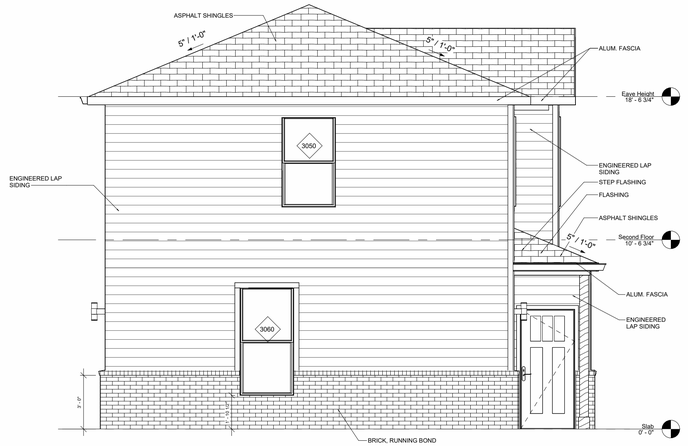
3 RIGHT VIEW
1/4" = 1'-0"

LP Lap Siding - 82%
Brick, Exterior - 18%



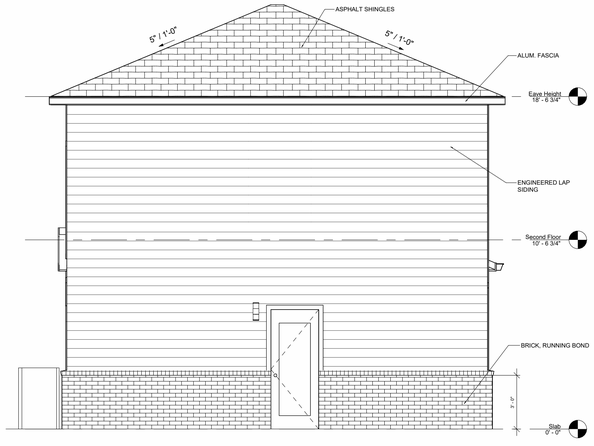
1 FRONT VIEW
1/4" = 1'-0"

LP Lap Siding - 61%
LP Vertical Siding - 22.5%
Brick, Exterior - 16.5%



4 LEFT VIEW
1/4" = 1'-0"

LP Lap Siding - 82%
Brick, Exterior - 18%



2 REAR VIEW
1/4" = 1'-0"

LP Lap Siding - 82%
Brick, Exterior - 18%

Whole Home:
LP Lap Siding - 76%
LP Vertical Siding - 6%
Brick, Exterior - 18%

THE IMAGES MAY NOT ACCURATELY REFLECT THE APPLIANCES, ELECTRICAL, OUTLET, PLUMBING FIXTURES, LIGHTING FIXTURES, OR MATERIALS OF THE PRODUCTS THAT WILL BE USED. PLEASE BRING UP ANY AND ALL ITEMS THAT MAY BE CONFUSING TO YOUR EXPERIENCE SPECIALIST BEFORE SIGNING BELOW. NO CHANGES WILL BE MADE FOLLOWING THIS MEETING.

I, _____
HOMEBUYER SIGNATURE

_____
DATE

A-1.1

ELEVATIONS

DATE: Issue Date

PLAN: 1100 2-Bedroom NL3

ADDRESS: Enter address here

CUSTOMER: AVAILABLE

This perspective in and of itself is not to be considered detailed in Client Selection Sheets or Options pages (Contracts) for Home, and is subject to change without notice.

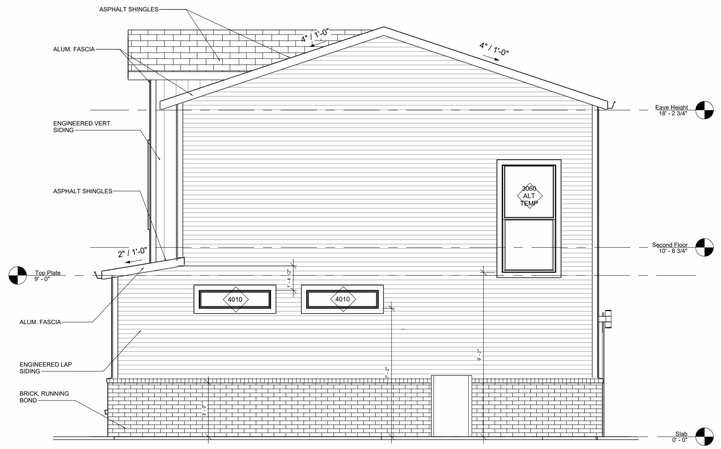
OPTIONS:

VERSION Project Status

SCHUBER MITCHELL HOMES

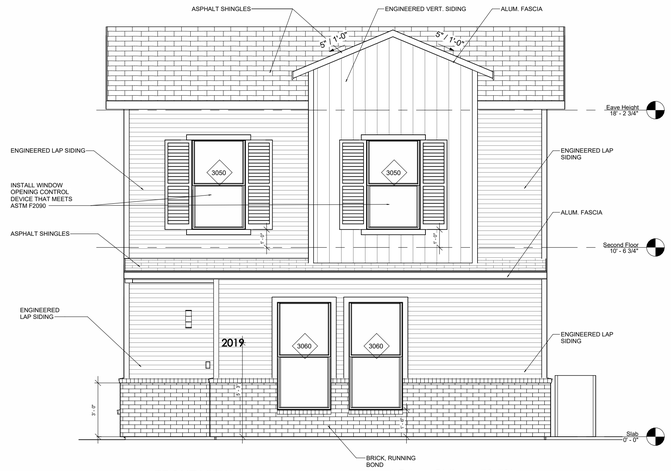
5 3D View 1

6 3D View 2



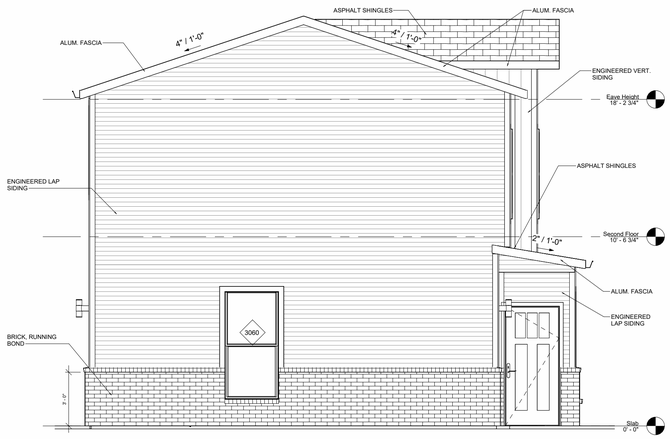
3 RIGHT VIEW
1/4" = 1'-0"

LP Lap Siding - 80%
LP Vertical Siding - 4%
Brick, Exterior - 16%



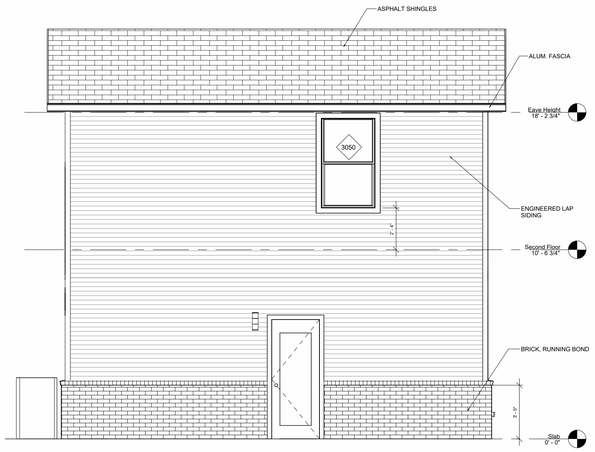
1 FRONT VIEW
1/4" = 1'-0"

LP Lap Siding - 59.5%
LP Vertical Siding - 24%
Brick, Exterior - 16.5%



4 LEFT VIEW
1/4" = 1'-0"

LP Lap Siding - 80%
LP Vertical Siding - 4%
Brick, Exterior - 16%



2 REAR VIEW
1/4" = 1'-0"

LP Lap Siding - 82%
Brick, Exterior - 18%

Whole Home:
LP Lap Siding - 75%
LP Vertical Siding - 8%
Brick, Exterior - 17%

A-1.1

ELEVATIONS

DATE: Issue Date

PLAN: 1100 3-Bedroom NL2

ADDRESS: Enter address here

CUSTOMER: AVAILABLE

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OPTIONS:

VERSION Project Status

SCHUBER MITCHELL HOMES

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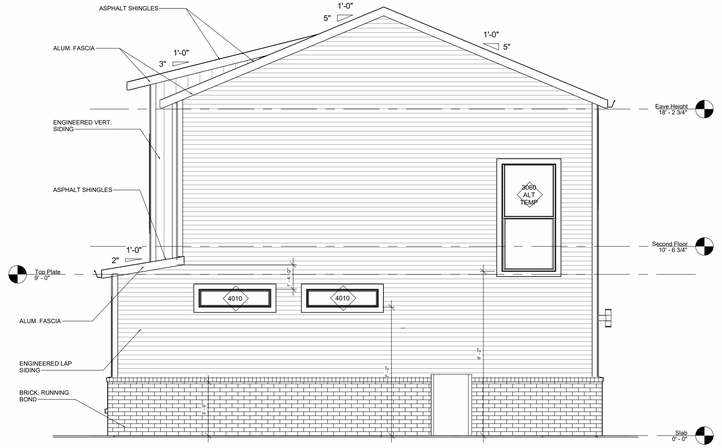
I, _____ HOMEBUYER SIGNATURE

_____ DATE

5 3D View 1

6 3D View 2

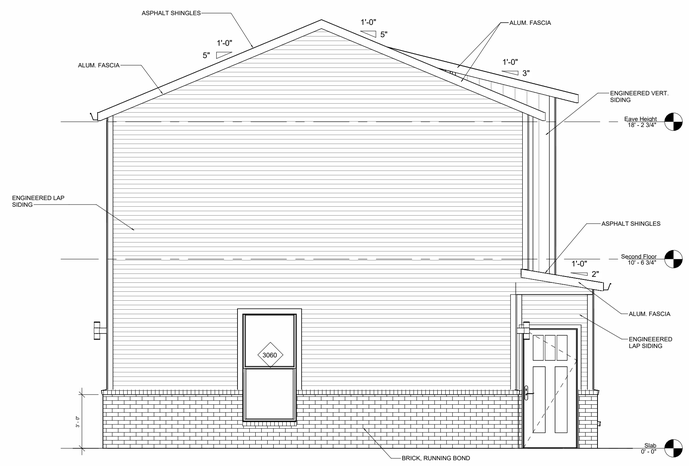


3 RIGHT VIEW
1/4" = 1'-0"

LP Lap Siding - 80%
LP Vertical Siding - 4%
Brick, Exterior - 16%

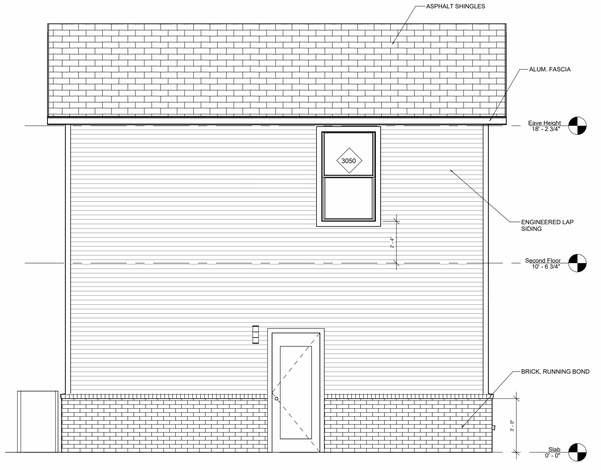
1 FRONT VIEW
1/4" = 1'-0"

LP Lap Siding - 56%
LP Vertical Siding - 27%
Brick, Exterior - 17%



4 LEFT VIEW
1/4" = 1'-0"

LP Lap Siding - 80%
LP Vertical Siding - 4%
Brick, Exterior - 16%



2 REAR VIEW
1/4" = 1'-0"

LP Lap Siding - 82%
Brick, Exterior - 18%

Whole Home:
LP Lap Siding - 75%
LP Vertical Siding - 8%
Brick, Exterior - 17%

THE IMAGES MAY NOT ACCURATELY REFLECT THE APPLIANCES, ELECTRICAL OUTLET, PLUMBING FIXTURES, LIGHTING FIXTURES, CABINETRY, OR FINISH MATERIALS SELECTED FOR YOUR HOME. PLEASE BRING UP ANY AND ALL ITEMS THAT MAY BE CONFUSING TO YOUR EXPERIENCE SPECIALIST BEFORE SIGNING BELOW. NO CHANGES WILL BE MADE FOLLOWING THIS MEETING.

I, _____ HOMEBUYER SIGNATURE

_____ DATE

A-1.1

ELEVATIONS

DATE: Issue Date

PLAN: 1100 3-Bedroom NL2

ADDRESS: Enter address here

CUSTOMER: AVAILABLE

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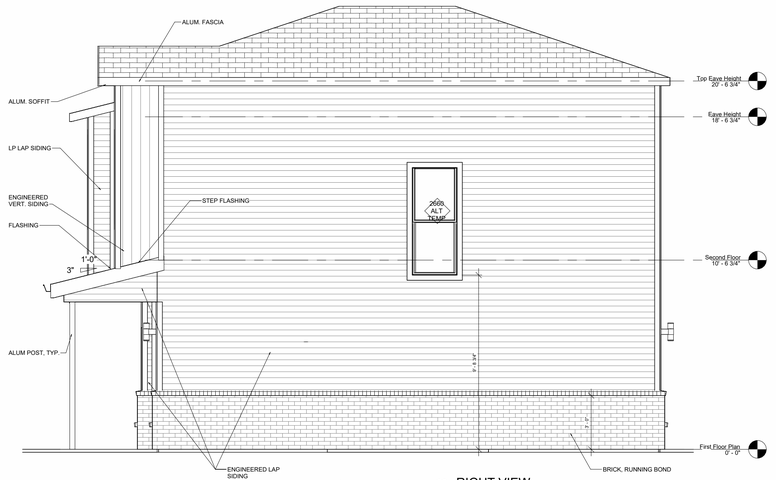
OPTIONS:

VERSION Project Status

SCHUBER MITCHELL HOMES

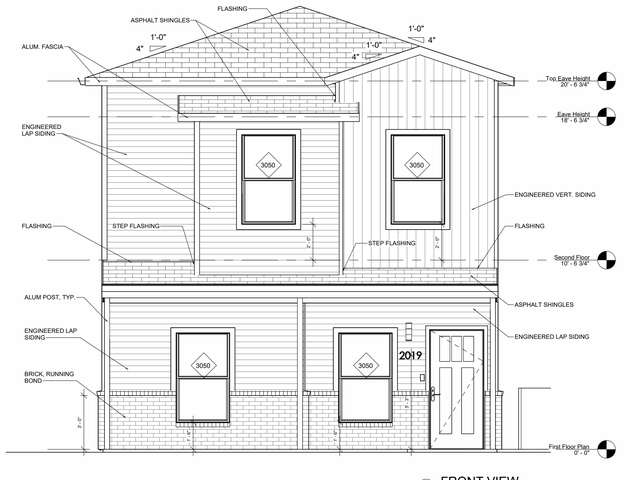
5 3D View 1

6 3D View 2



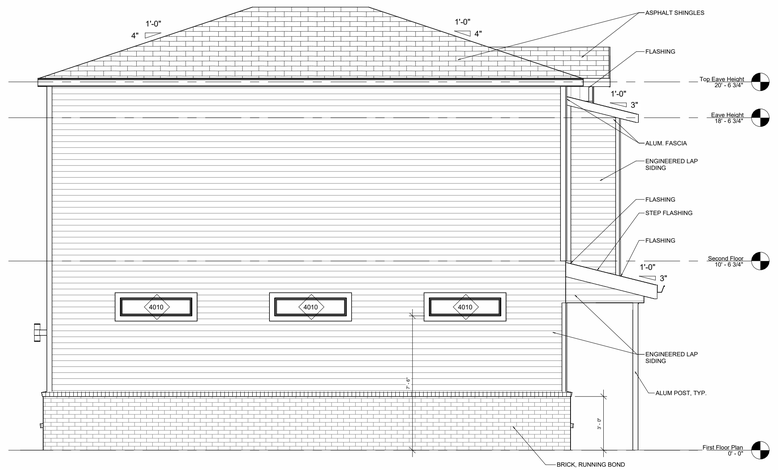
LP Lap Siding - 81%
LP Vertical Siding - 4%
Brick, Exterior - 15%

4 RIGHT VIEW
1/4" = 1'-0"



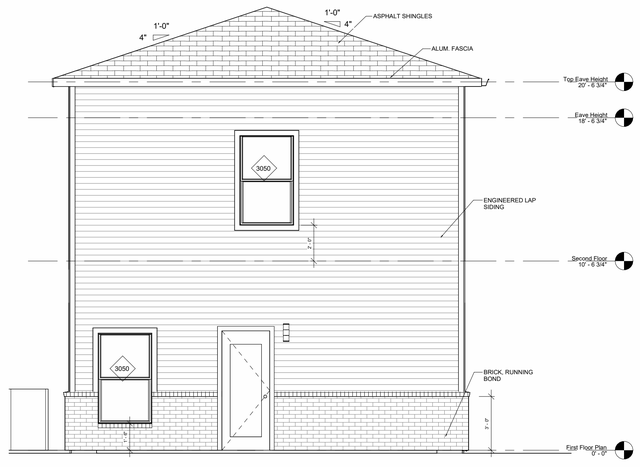
LP Lap Siding - 63%
LP Vertical Siding - 21%
Brick, Exterior - 16%

1 FRONT VIEW
1/4" = 1'-0"



LP Lap Siding - 85%
Brick, Exterior - 15%

2 LEFT VIEW
1/4" = 1'-0"



LP Lap Siding - 84%
Brick, Exterior - 16%

3 REAR VIEW
1/4" = 1'-0"

Whole Home:
LP Lap Siding - 78%
LP Vertical Siding - 6%
Brick, Exterior - 16%

A-1.1

ELEVATIONS

DATE: Issue Date

PLAN: 1250 2-Bedroom NL1

ADDRESS: Enter address here

CUSTOMER: AVAILABLE

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OPTIONS:

VERSION Project Status

SCHUBER MITCHELL HOMES

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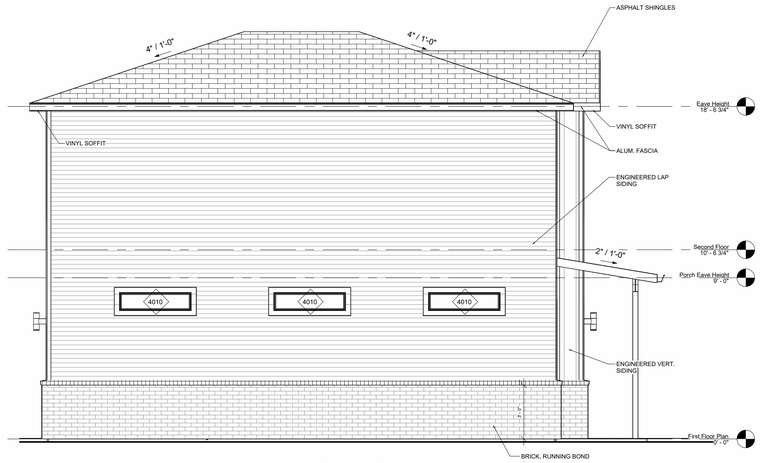
I, _____ HOMEBUYER SIGNATURE

_____ DATE

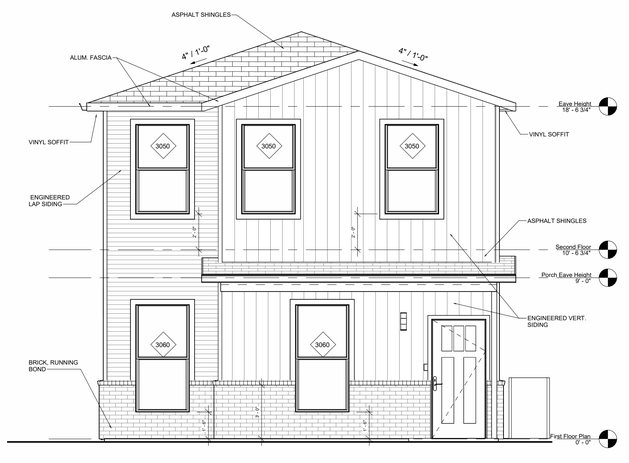
5 3D View 1

6 3D View 2



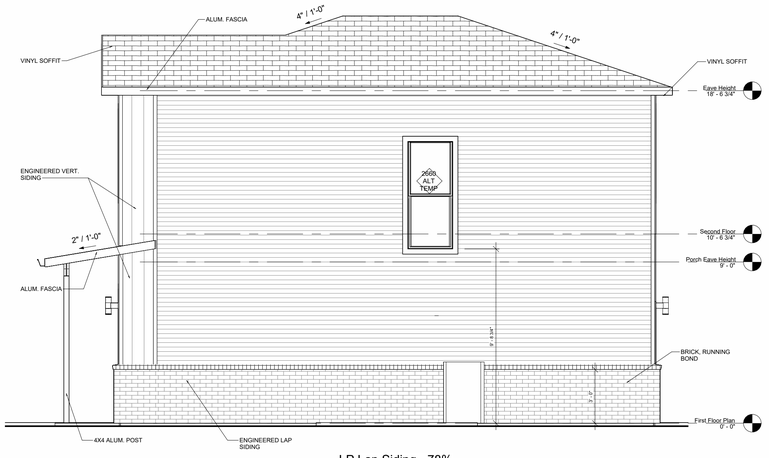
2 LEFT VIEW
1/4" = 1'-0"

LP Lap Siding - 78%
LP Vertical Siding - 4%
Brick, Exterior - 18%



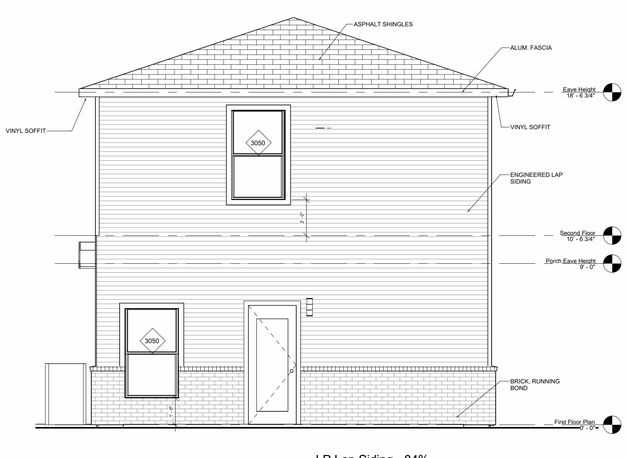
1 FRONT VIEW
1/4" = 1'-0"

LP Lap Siding - 23%
LP Vertical Siding - 60%
Brick, Exterior - 17%



4 RIGHT VIEW
1/4" = 1'-0"

LP Lap Siding - 78%
LP Vertical Siding - 4%
Brick, Exterior - 18%



3 REAR VIEW
1/4" = 1'-0"

LP Lap Siding - 84%
Brick, Exterior - 16%

Whole Home:
LP Lap Siding - 66%
LP Vertical Siding - 17%
Brick, Exterior - 17%

THE IMAGES MAY NOT ACCURATELY REFLECT THE APPLIANCES, ELECTRICAL OUTLET, PLUMBING FIXTURES, LIGHTING FIXTURES, CABINETRY, OR THE FINISH MATERIALS USED. PLEASE BRING UP ANY AND ALL ITEMS THAT MAY BE CONFUSING TO YOUR EXPERIENCE SPECIALIST BEFORE SIGNING BELOW. NO CHANGES WILL BE MADE FOLLOWING THIS MEETING.

I, _____ HOMEBUYER SIGNATURE

_____ DATE

A-1.1

ELEVATIONS

DATE: Issue Date

PLAN: 1250 3-Bedroom NL2

ADDRESS: Enter address here

CUSTOMER: AVAILABLE

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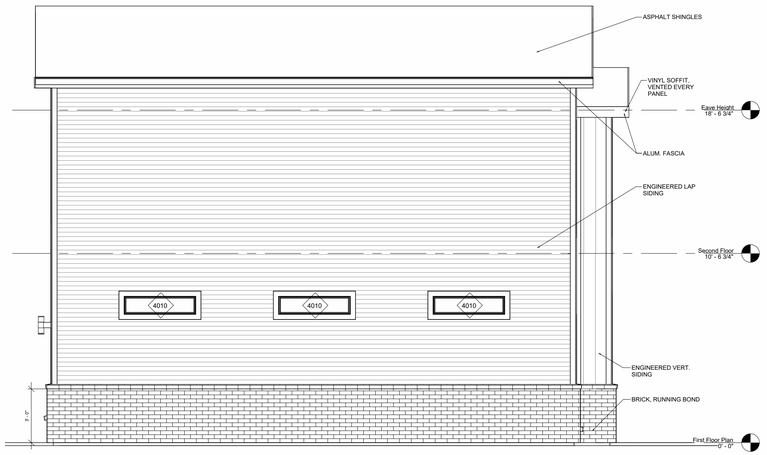
OPTIONS:

VERSION Project Status

SCHUBER MITCHELL HOMES

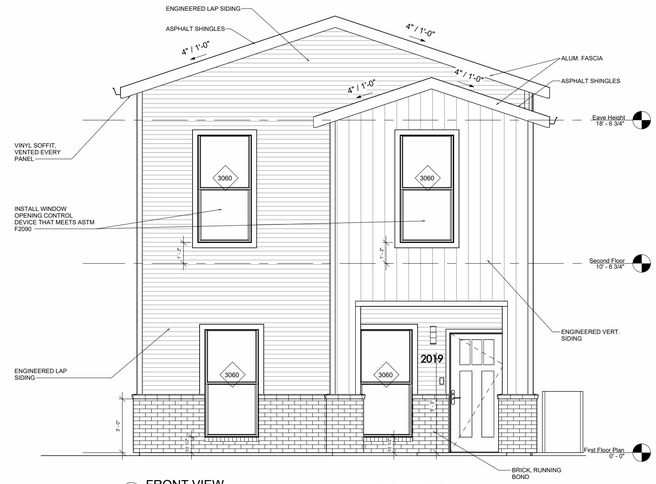
5 3D View 2

6 3D View 14



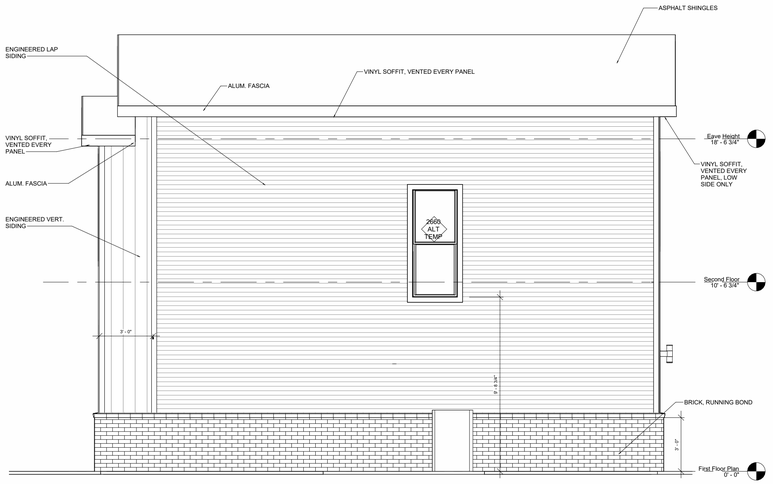
2 LEFT VIEW
1/4" = 1'-0"

LP Lap Siding - 79%
LP Vertical Siding - 5%
Brick, Exterior - 16%



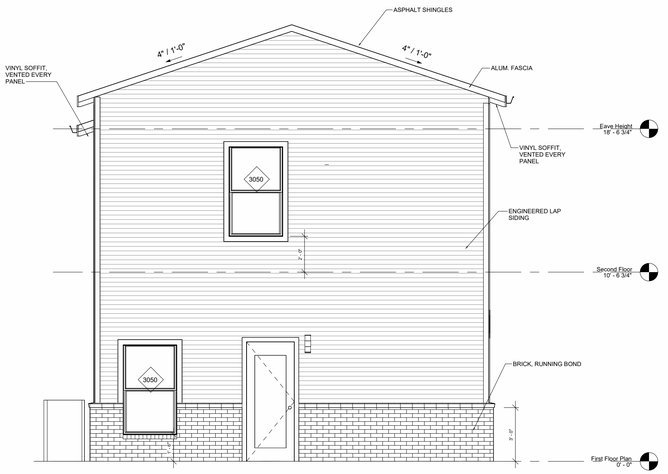
1 FRONT VIEW
1/4" = 1'-0"

LP Lap Siding - 55%
LP Vertical Siding - 30%
Brick, Exterior - 15%



4 RIGHT VIEW
1/4" = 1'-0"

LP Lap Siding - 77%
LP Vertical Siding - 7%
Brick, Exterior - 16%



3 REAR VIEW
1/4" = 1'-0"

LP Lap Siding - 84%
Brick, Exterior - 16%

Whole Home:
LP Lap Siding - 75%
LP Vertical Siding - 8%
Brick, Exterior - 17%

A-1.1

ELEVATIONS

DATE: Issue Date

PLAN: 1250 3-Bedroom NL3

ADDRESS: Enter address here

CUSTOMER: AVAILABLE

This perspective is provided with a variance in general detail to Client Sales Agent to Custom pages (Exterior) for review and approval by Client prior to construction.

OPTIONS:

VERSION Project Status

SCHUBER MITCHELL HOMES

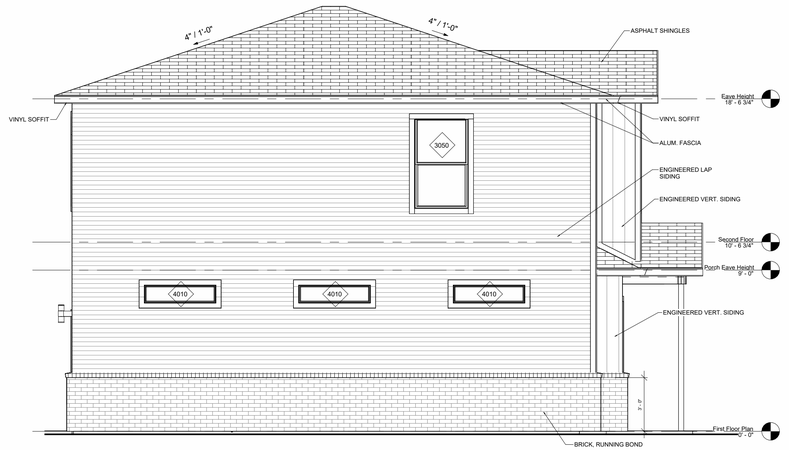
THE IMAGES MAY NOT ACCURATELY REFLECT THE APPLIANCES, ELECTRICAL OUTLET, PLUMBING FIXTURES, LIGHTING FIXTURES, OR MATERIALS OF THE PRODUCTS THAT WILL BE USED IN YOUR HOME. BRING UP ANY AND ALL ITEMS THAT MAY BE CONFUSING TO YOUR EXPERIENCE SPECIALIST BEFORE SIGNING BELOW. NO CHANGES WILL BE MADE FOLLOWING THIS MEETING.

1. _____ HOMEBUYER SIGNATURE

_____ DATE

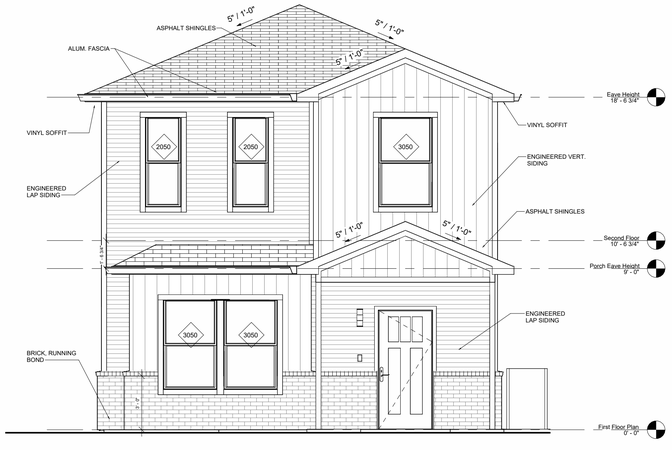
5 3D View 1

6 3D View 2



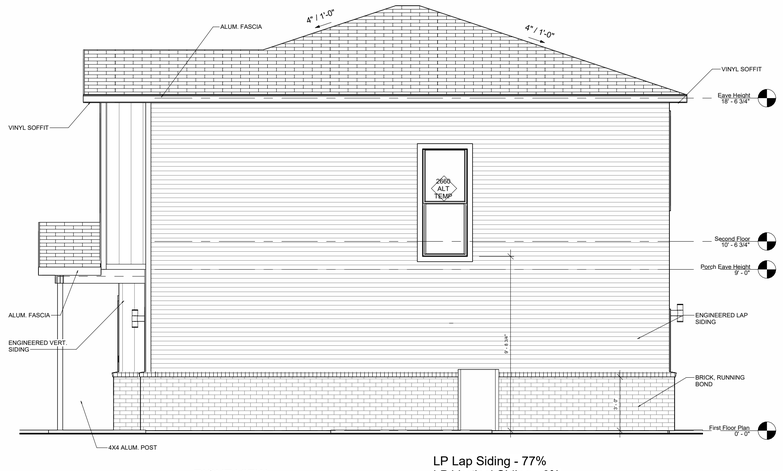
2 LEFT VIEW
1/4" = 1'-0"

LP Lap Siding - 77%
LP Vertical Siding - 6%
Brick, Exterior - 17%



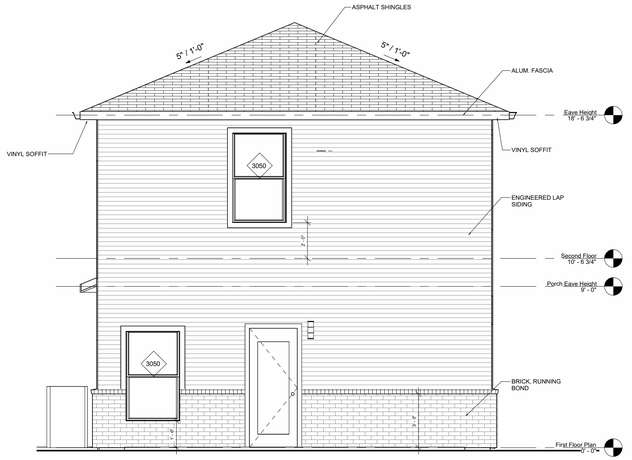
1 FRONT VIEW
1/4" = 1'-0"

LP Lap Siding - 43%
LP Vertical Siding - 40%
Brick, Exterior - 17%



4 RIGHT VIEW
1/4" = 1'-0"

LP Lap Siding - 77%
LP Vertical Siding - 6%
Brick, Exterior - 17%



3 REAR VIEW
1/4" = 1'-0"

LP Lap Siding - 84%
Brick, Exterior - 16%

Whole Home:
LP Lap Siding - 70%
LP Vertical Siding - 13%
Brick, Exterior - 17%

THE IMAGES MAY NOT ACCURATELY REFLECT THE APPLIANCES, ELECTRICAL OUTLET, PLUMBING FIXTURES, LIGHTING FIXTURES, CABINETRY OR FINISH MATERIALS SELECTED FOR YOUR HOME. PLEASE BRING UP ANY AND ALL ITEMS THAT MAY BE CONFUSING TO YOUR EXPERIENCE SPECIALIST BEFORE SIGNING BELOW. NO CHANGES WILL BE MADE FOLLOWING THIS MEETING.

I, _____ HOMEBUYER SIGNATURE

_____ DATE

A-1.1

ELEVATIONS

DATE: Issue Date

PLAN: 1250 3-Bedroom NL2

ADDRESS: Enter address here

CUSTOMER: AVAILABLE

This perspective is provided with guidelines to represent detail in Chief Sales Agent's Options pages (Exterior) for review and approval by Schuber Mitchell.

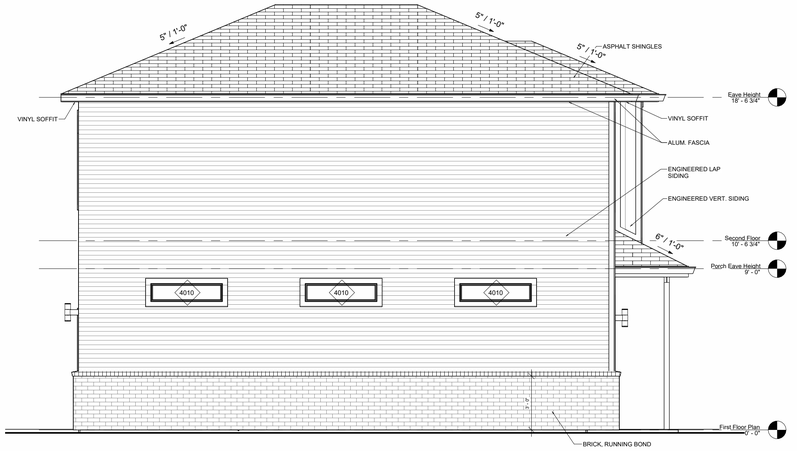
OPTIONS:

VERSION Project Status

SCHUBER MITCHELL HOMES

5 3D View 1

6 3D View 2



2 LEFT VIEW
1/4" = 1'-0"

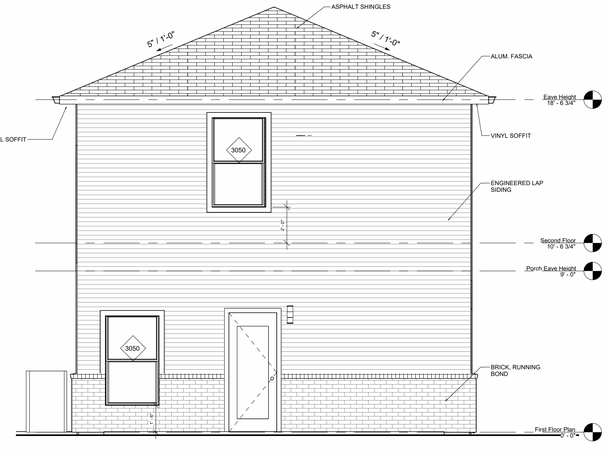
LP Lap Siding - 81%
LP Vertical Siding - 2%
Brick, Exterior - 17%

1 FRONT VIEW
1/4" = 1'-0"

LP Lap Siding - 57%
LP Vertical Siding - 25%
Brick, Exterior - 18%

4 RIGHT VIEW
1/4" = 1'-0"

LP Lap Siding - 81%
LP Vertical Siding - 2%
Brick, Exterior - 17%



3 REAR VIEW
1/4" = 1'-0"

LP Lap Siding - 84%
Brick, Exterior - 16%

Whole Home:
LP Lap Siding - 76%
LP Vertical Siding - 7%
Brick, Exterior - 17%

THE IMAGES MAY NOT ACCURATELY REFLECT THE APPLIANCES, ELECTRICAL OUTLET, PLUMBING FIXTURES, LIGHTING FIXTURES, OR MATERIALS OF THE HOUSE THAT WILL BE USED. PLEASE BRING UP ANY AND ALL ITEMS THAT MAY BE CONFUSING TO YOUR EXPERIENCE SPECIALIST BEFORE SIGNING BELOW. NO CHANGES WILL BE MADE FOLLOWING THIS MEETING.

I, _____ HOMEBUYER SIGNATURE _____ DATE

A-1.1

ELEVATIONS

DATE: Issue Date

PLAN: 1250 3-Bedroom NL2

ADDRESS: Enter address here

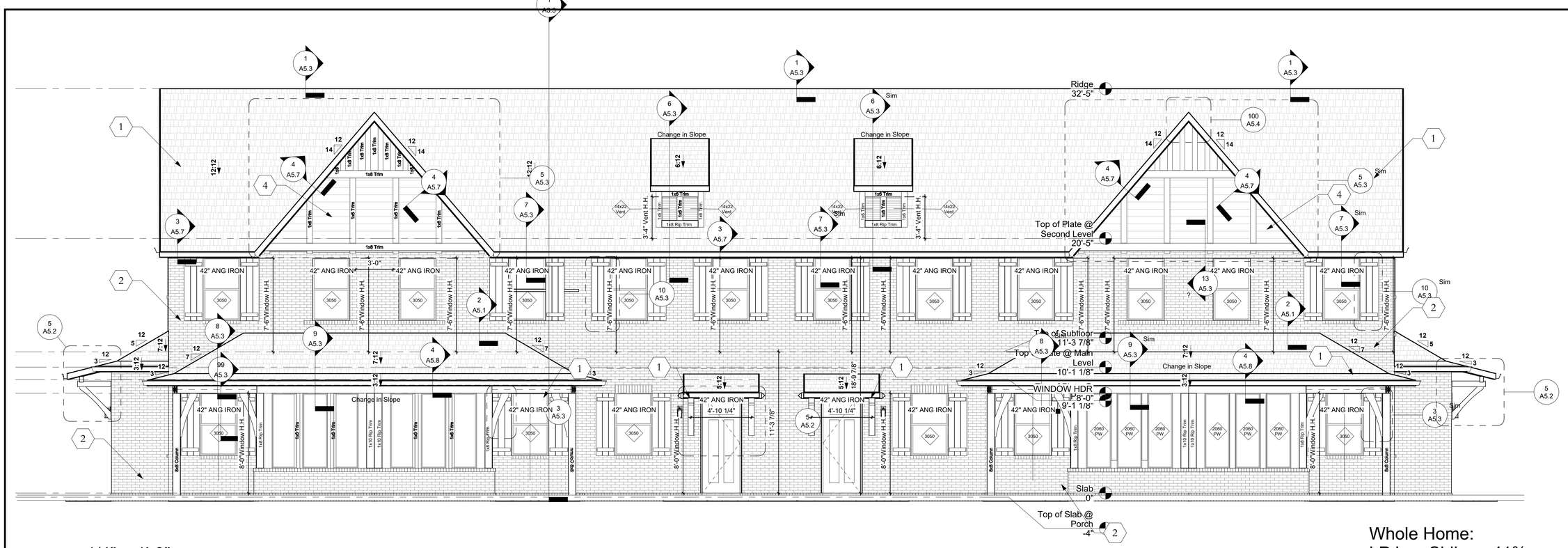
CUSTOMER: AVAILABLE

This floorplan is and shall remain the property of Schuber Mitchell Homes & Custom Builders (Schuber) and may not be altered or reused without the express written permission of Schuber.

OPTIONS:

VERSION: Project Status

SCHUBER MITCHELL HOMES

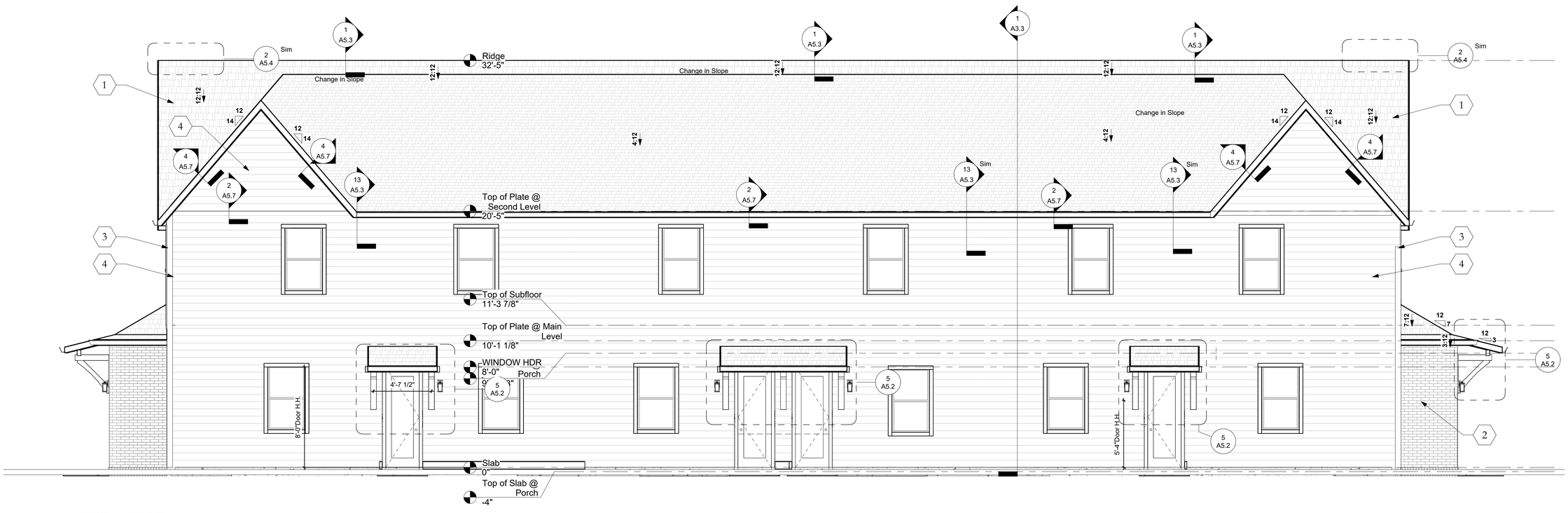


1/4" = 1'-0"

1 Front Elevation - Left

LP Lap Siding - 9%
Brick, Exterior - 91%

Whole Home:
LP Lap Siding - 41%
Brick, Exterior - 59%



1/4" = 1'-0"

2 Rear Elevation - Left

LP Lap Siding - 96%
Brick, Exterior - 4%

A3.1-B

Exterior Elevations

DATE:

PLAN: Everlee

ADDRESS: Hoover, AL

CUSTOMER: NAME?

This conceptual rendering is provided as a reference for general design intent. Actual materials, colors, and finishes may vary based on availability. Please review and confirm all selections before construction.

OPTIONS:

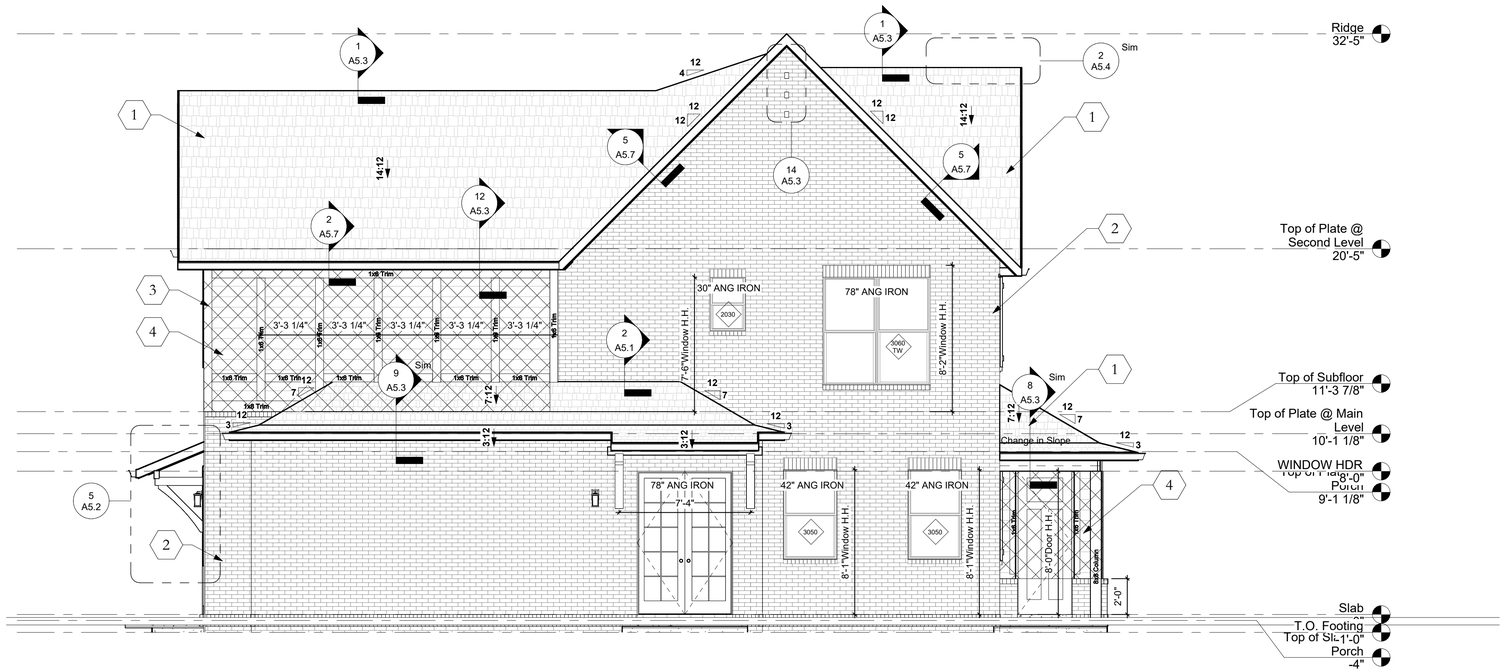
VERSION LOT #

SCHUBER MITCHELL HOMES

THE IMAGES MAY NOT ACCURATELY REFLECT THE APPLIANCES, ELECTRICAL OUTLET, PLUMBING FIXTURES, LIGHTING FIXTURES, OR MATERIALS OF THE HOUSE THAT WILL BE USED. PLEASE BRING UP ANY AND ALL ITEMS THAT MAY BE CONFUSING TO YOUR EXPERIENCE SPECIALIST BEFORE SIGNING BELOW. NO CHANGES WILL BE MADE FOLLOWING THIS MEETING.

HOMEBUYER SIGNATURE

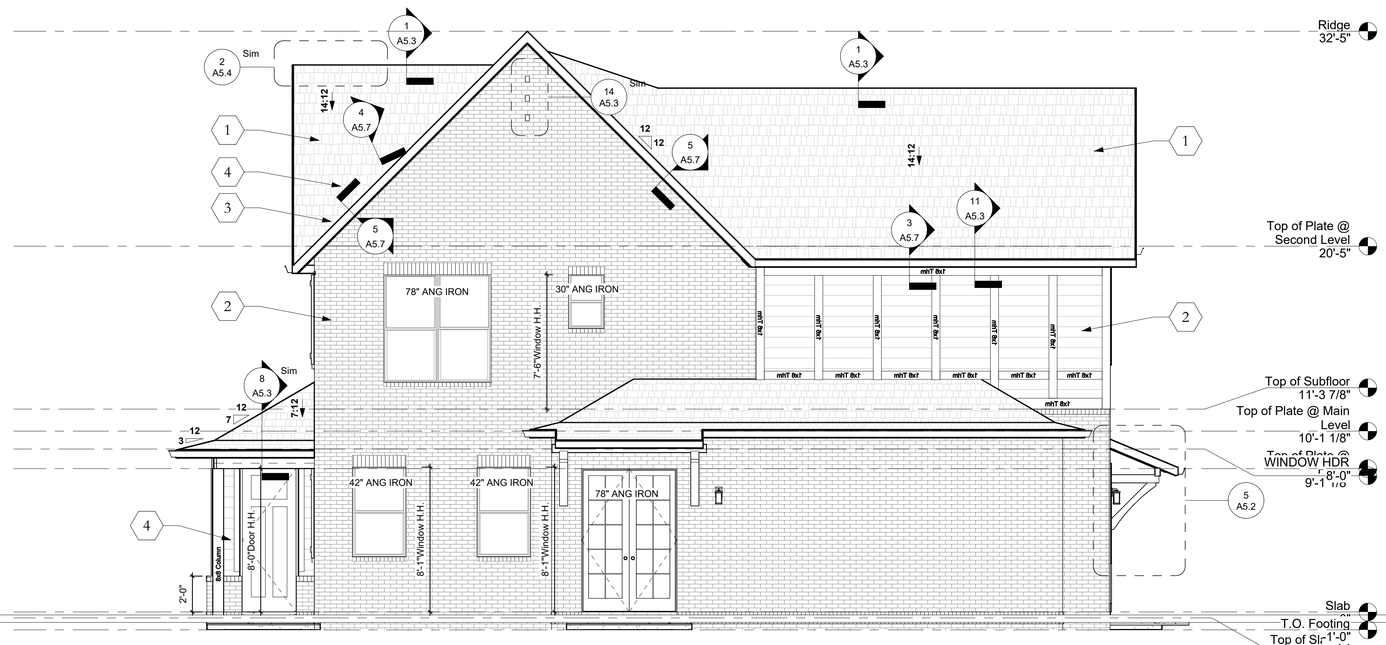
DATE



1/4" = 1'-0"

1 Left Elevation

LP Lap Siding - 8%
Brick, Exterior - 82%



1/4" = 1'-0"

2 Right Elevation

LP Lap Siding - 8%
Brick, Exterior - 82%

A3.2

Exterior Elevations

DATE: x

PLAN: Everlee

ADDRESS: Hoover, AL

CUSTOMER: NAME?

This set represents a set of plans able to address all standard details in Dwell Table Sheet A1.0. Options pages (if present) for details specific to the Signature Series.

OPTIONS:

VERSION LOT #

SCHUBER MITCHELL HOMES

THE IMAGES MAY NOT ACCURATELY REFLECT THE APPLIANCES, ELECTRICAL OUTLET, PLUMBING FIXTURES, LIGHTING FIXTURES, OR MATERIALS OF THE PRODUCTS THAT WILL BE USED. PLEASE BRING UP ANY AND ALL ITEMS THAT MAY BE CONFUSING TO YOUR EXPERIENCE SPECIALIST BEFORE SIGNING BELOW. NO CHANGES WILL BE MADE FOLLOWING THIS MEETING.

HOMEBUYER SIGNATURE

DATE

1 Front Left

2 Front Right

3 Back Left

4 Back Right

PERSPECTIVE

Mark-4

DATE:

X

PLAN: Everlee

ADDRESS: Hoover, AL

CUSTOMER: NAME?

This 3D perspective is an artist's rendition and is based on the architectural plans. Actual construction may vary. Please refer to the floor plans and elevations for more detail.

OPTIONS:

VERSION LOT #

SCHUBER MITCHELL HOMES

THE IMAGES MAY NOT ACCURATELY REFLECT THE APPLIANCES, ELECTRICAL, OUTLET, PLUMBING FIXTURES, LIGHTING FIXTURES, CABINETRY, MATERIALS OR OTHER PRODUCTS THAT WILL BE USED. PLEASE BRING UP ANY AND ALL ITEMS THAT MAY BE CONFUSING TO YOUR EXPERIENCE SPECIALIST BEFORE SIGNING BELOW. NO CHANGES WILL BE MADE FOLLOWING THIS MEETING.

HOMEBUYER SIGNATURE

DATE

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF R-2, MEDIUM DENSITY TWO FAMILY AND TOWNHOUSE RESIDENTIAL AND OF R-3, MEDIUM-HIGH DENSITY MULTIFAMILY RESIDENTIAL TO PRD, PLANNED RESIDENTIAL DEVELOPMENT; AND FOR OTHER PURPOSES.
(PROJECT NUMBER: PRD25-0004)

WHEREAS, Bentonville B3 Land 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-2, MEDIUM DENSITY TWO FAMILY AND TOWNHOUSE RESIDENTIAL and of R-3, MEDIUM-HIGH DENSITY MULTIFAMILY RESIDENTIAL to PRD, PLANNED RESIDENTIAL DEVELOPMENT to be used in accordance with city zoning laws and state laws, which property is described as follows:

LOTS 2 AND 3 OF NOMAD MEADOWS, AS PER PLAT RECORD L202243443 IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF BENTON COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 3; THENCE ALONG THE SOUTH LINE THEREOF N87°49'02"W 1245.03 FEET TO THE EAST RIGHT-OF-WAY OF MILL DAM ROAD; THENCE ALONG SAID RIGHT-OF-WAY N02°30'40"E 1975.27 FEET TO THE NORTH LINE OF SAID LOT 2: THENCE ALONG SAID NORTH LINE THE FOLLOWING THREE COURSES:THENCE S87°45'09"E 622.59 FEET; THENCE S02°30'56"W 337.03 FEET; THENCE S87°45'52"E 622.56 FEET TO THE WEST RIGHT-OF-WAY OF NOMAD ROAD; THENCE ALONG SAID RIGHT-OF-WAY S02°31'03"W 1155.78 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY S02°30'27"W 481.18 FEET TO THE POINT OF BEGINNING, CONTAINING 51.62 ACRES, MORE OR LESS AND SUBJECT TO ANY AND ALL EASEMENTS OF RECORD OR FACT;

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held March 3, 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-2, MEDIUM DENSITY TWO FAMILY AND TOWNHOUSE RESIDENTIAL and of R-3, MEDIUM-HIGH DENSITY MULTIFAMILY RESIDENTIAL to PRD, PLANNED RESIDENTIAL 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-2, MEDIUM DENSITY TWO FAMILY AND TOWNHOUSE RESIDENTIAL and of R-3, MEDIUM-HIGH DENSITY MULTIFAMILY RESIDENTIAL to PRD, PLANNED RESIDENTIAL 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