



**Combined
Committee of the Whole
& City Council
Meeting Agenda
April 28, 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 April 28, 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: April 14, 2026

I. Committee of the Whole

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

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

1. **National Lineman Appreciation Day Proclamation** **Proclamation**
Proclaiming April 18, 2026 as National Lineman Appreciation Day. We join communities nationwide in honoring Electric Linemen and proudly recognize our Bentonville Electric Utility staff for their exemplary service.
2. **Proclamation to Celebrate "National Library Week"** **Proclamation**
Proclamation celebrating "National Library Week" April 19–25, 2026.
3. **Acceptance of Gayatri Richardson Resignation and Declaring a Vacancy** **Motion**
Staff recommends that Council accept the resignation and declare the position vacant pursuant to Ark Code Ann. 14-42-103.
4. **Ordinance Establishing 2026 Fees for the Bentonville Public Library** **Ordinance***
Ordinance establishing fees for Library materials, programs, services, and facilities for 2026, effective June 1, 2026. No budget adjustment is needed.
5. **Ordinance Amending the Municipal Code Regarding the Library Advisory Board** **Ordinance***
An Ordinance amending City of Bentonville Municipal Code: Chapter 12, Article 12-VII - Library Advisory Board. No budget adjustment is needed.
6. **Ordinance Amending the Municipal Code Regarding the Library** **Ordinance***
An Ordinance amending City of Bentonville Municipal Code: Chapter 54 - Library. No budget adjustment is needed.
7. **Resolution Approving a Budget Adjustment to Purchase Property at 910 SE 14th Street** **Resolution**
A request for city council to approve the purchase of land/building at 910 SE 14th Street (Parcel ID:01-00042-000) using impact fees. This facility meets growing training demand and addresses projected space needs. The property, being in proximity to the current police infrastructure, makes this a cost-effective, strategic acquisition. A budget adjustment is needed.
8. **Resolution to Surplus a Police Vehicle and Transfer Ownership to Arkansas Municipal League** **Resolution**
Resolution to declare a 2024 Chevrolet Tahoe PPV (Unit#2010-197; VIN 1GNSCLED9RR194377) as surplus property and transfer ownership & title to Arkansas Municipal League (ARML). No budget adjustment is needed.
9. **Resolution to Accept & Recognize Funds to the Police Department from Arkansas Municipal League** **Resolution**
Resolution to recognize funds from ARML insurance settlement in the amount of \$51,550.00 from a motor vehicle accident that occurred on March 22, 2026 (unit #2010-197). A budget

adjustment is needed to receive and transfer funds to an expense account (capital vehicles - account #102010-47420) for a replacement vehicle. A budget adjustment is needed.

10. **Ordinance Requesting a Waiver of Bid to Purchase a Replacement Police Vehicle** **Ordinance***
Ordinance for a Waiver of Bid to Superior Auto Group of Siloam Springs, AR in the amount of \$72,874.75, for the purchase of one (1) 2026 Dodge Durango PPV AWD replacement vehicle, to include all upfitting of emergency equipment & warranties, waiving the requirement of competitive bidding due to current supply shortages and build cut off times for police agencies. Superior Automotive Group will match state bid pricing for the vehicle, as equipped. No budget adjustment is needed.
11. **Public Hearing and Ordinance Vacating a Utility Easement/Access Easement (VAC26-0009)** **Ordinance***
Public Hearing and approval of an Ordinance vacating a Utility Easement/Access Easement Vacation located at Lot 37 of Clarendon Heights Subdivision (VAC26-0009).
12. **Public Hearing and Ordinance Vacating a Utility Easement (VAC26-0012)** **Ordinance***
Public Hearing and approval of an Ordinance vacating a Utility Easement Vacation located at Block 3, Lots 11-12 of Fairfield Addition (VAC26-0012).
13. **Public Hearing and Ordinance Vacating a Utility Easement (VAC26-0015)** **Ordinance***
Public Hearing and approval of an Ordinance vacating a Utility Easement Vacation located at 503 Crooked Road (VAC26-0015).
14. **Public Hearing and Ordinance Vacating a Utility Easement (VAC26-0022)** **Ordinance***
Public Hearing and approval of an Ordinance vacating a Utility Easement Vacation crossing multiple parcels-01-00254-000, 01-00262-000 and 01-00256-000 (VAC26-0022).
15. **Public Hearing and Ordinance Vacating a Utility Easement (VAC26-0024)** **Ordinance***
Public Hearing and approval of an Ordinance vacating a Utility Easement Vacation located on the north side of Block 2, Lot 8 of Robbinaire Heights (VAC26-0024).
16. **Resolution Setting a Public Hearing for a Utility Easement Vacation (VAC26-0025)** **Resolution**
Resolution to set a Public Hearing for May 12, 2026 for a Utility Easement Vacation located on the westside of Block 2, Lot 8 of Robbinaire Heights (VAC26-0025).
17. **Resolution Accepting an Award from the Arkansas Site Development Program** **Resolution**
A Resolution accepting an award from the Arkansas Site Development Program in the amount of \$142,500.00 and authorizing the City to enter into a grant agreement with the Arkansas Economic Development Commission. A budget adjustment is needed.
18. **Resolution to Approve a Carroll Electric Memorandum of Understanding** **Resolution**
Approval of a resolution to allow the Mayor to sign the attached Memorandum of Understanding with Carroll Electric Cooperative Corporation. No budget adjustment is needed.

19. **Resolution Approving a Contract with FUSE Corps for an Executive Fellowship Program** **Resolution**
Resolution to enter into a contract with FUSE Corps, a California nonprofit corporation, for an Executive Fellowship to build Stormwater and Floodplain Framework and Implementation Plan. The program will pay for an Executive Fellow for a two-year period at a cost of \$20,000.00 to the City. The FUSE Executive Fellow will lead cross-departmental coordination to establish a clear citywide stormwater framework and move forward a coordinated implementation strategy. A budget adjustment is needed to reallocate funding.
20. **Resolution Approving a Change Order Authorizing an Amended Agreement with CEI Engineering** **Resolution**
A Resolution authorizing an amended agreement with CEI Engineering, in the amount of \$144,000.00, for bidding services, construction administration, and construction observation for Phase 2 of the McCollum Sidepath project. No budget adjustment is needed.
21. **Resolution Approving an Amended Agreement with Hight Jackson** **Resolution**
A Resolution authorizing the Mayor and City Clerk to enter into an amended agreement with Hight Jackson, in the amount of \$53,387.00, for added scope and additions to the Bentonville Parks Maintenance Facility. No budget adjustment is needed.
22. **Resolution Authorizing an Application for a CRP Grant for the Eagle Way Trail Project** **Resolution**
Resolution authorizing the Mayor and City Clerk to apply for an NWA Regional Planning Carbon Reduction Program grant for construction of the Eagle Way Trail Project. No budget adjustment is needed.
23. **Resolution Authorizing an Application for a RTP Grant for the Eagle Way Trail Project** **Resolution**
Resolution authorizing the Mayor and City Clerk to apply for an Arkansas Department of Transportation Recreational Trails Program grant for construction of the Eagle Way Trail Project. No budget adjustment is needed.
24. **Resolution Authorizing an Application for a STBGP-A Grant for the Eagle Way Trail Project** **Resolution**
Resolution authorizing the Mayor and City Clerk to apply for a Northwest Arkansas Regional Planning Surface Transportation Block Grant Program - Attributable grant for construction of the Eagle Way Trail Project. No budget adjustment is needed.
25. **Resolution Authorizing an Application for a TAP Grant for the Eagle Way Trail Project** **Resolution**
Resolution authorizing the Mayor and City Clerk to apply for an Arkansas Department of Transportation Transportation Alternatives Program grant for construction of the Eagle Way Trail Project. No budget adjustment is needed.
26. **Resolution accepting Federal Aviation Administration (FAA) Grant for the Bentonville Municipal Airport** **Resolution**

A Resolution accepting a 95/5 grant in the amount of \$84,360.00 from the Federal Aviation Administration to provide design funding for an aircraft parking apron on East side of the Bentonville Municipal Airport. A budget adjustment is needed.

III. Utility Board

1. **Ordinance to Waive Bids to Order 750 Copper Underground Wire (Bentonville Health Care Campus)** **Ordinance***

Approval of an Ordinance to waive competitive bidding to purchase 750 Copper 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 4-0. No budget adjustment is needed.
2. **Resolution Revising Bella Vista Village Property Owner's Association Wholesale Contract** **Resolution**

Resolution authorizing the Mayor and City Clerk to enter into a revised agreement with the Bella Vista Property Owners Association for the sale of water to be served within their service area. Bella Vista requested some revisions to the approved contract and after some discussion we have a mutually agreed upon a contract. Utility Board approved 4-0. No budget adjustment is needed.
3. **Resolution Awarding Bid IFB-26-26 to Chemtrade Chemicals US, LLC for Aluminum Sulfate** **Resolution**

Staff request City Council approval of Bid IFB-26-26 to Chemtrade Chemicals US, LLC for purchasing 85,000 gallons of Aluminum Sulfate for precipitation of phosphorous at a unit price/gallon of \$1.23. This bid will have a 1 year term, with up to 3 additional years upon pricing agreement. This is a budgeted item. Utility Board approved 4-0. No budget adjustment is needed.
4. **Ordinance Approving a Waiver of Bid to Purchase a Direct Replacement Compost Grinder** **Ordinance***

Staff request City Council approval of an Ordinance to waive competitive bidding for the purchase of a direct replacement grinder for the Compost Facility through JWC Environmental. This is a budgeted sole source item, it is neither practical or feasible to solicit competitive bids. Utility Board approved 4-0. No budget adjustment is needed.
5. **Resolution Awarding Bid for Sanitary Sewer Collection System Improvements - CIPP Lining** **Resolution**

Staff requests council award bid IFB-26-11 to Suncoast Infrastructure in the amount of \$584,814.00 as part of the 2026 I/I Reduction Strategy. This contract includes rehabilitation of approximately 5,161 linear feet of defective sewer main by CIPP lining. Suncoast Infrastructure was the lowest responsive bidder and was selected following state procurement laws and the City's standard solicitation process. Utility Board approved 4-0. No budget adjustment is needed.
6. **Resolution Awarding Bid for Sanitary Sewer Collection System Improvements - Pipe Bursting** **Resolution**

Staff requests council award bid IFB-26-12 to Bennett, Inc. in the amount of \$122,020.00 as part of the 2026 I/I Reduction Strategy. This project includes replacement of approximately 237 linear feet of defective sewer main by pipe bursting. Bennett, Inc. was the lowest

responsive bidder and was selected following state procurement laws and the City's standard solicitation process. Utility Board approved 4-0. No budget adjustment is needed.

7. **Resolution Awarding Bid - Sanitary Sewer Collection System Improvements - Open Cut Replacement** **Resolution**

Staff requests council award bid IFB-26-13 to Bennett, Inc. in the amount of \$342,471.80 as part of the 2026 I/I Reduction Strategy. This project includes replacement of approximately 509 linear feet of pipe replacement by open cut methods. Bennett, Inc. was the lowest responsive bidder and was selected following state procurement laws and the City's standard solicitation process. Utility Board approved 4-0. No budget adjustment is needed.

8. **Resolution Awarding Bid - Sanitary Sewer Collection System Improvements - Manhole Rehabilitation** **Resolution**

Staff requests council award bid IFB-26-14 to Bennett, Inc. in the amount of \$1,056,080.00 as part of the 2026 I/I Reduction Strategy. This project consists of rehabilitation work including grout injection, frame and cover replacement, lining, and other activities on 160 manholes. Bennett, Inc. was the lowest responsive bidder and was selected following state procurement laws and the City's standard solicitation process. Utility Board approved 4-0. No budget adjustment is needed.

IV. Planning

1. **Lot Split - Lots 2 & 3 of Hanwa Addition - 2500 SW Regional Airport Blvd (LS22-0051)** **Ordinance***

The Planning Commission voted 5-0, recommending approval.

An Ordinance Accepting A Lot Split Of Lot 1 Of Hanwa Addition Creating New Lots 2 And 3 Of Hanwa Addition To The City Of Bentonville, Arkansas; And For Other Purposes.

2. **Lot Split - Lots 2 & 3 of McKissic Springs Addition - South of Motley Rd, east of SW Hydrangea Rd (LS26-0006)** **Ordinance***

The Planning Commission voted 5-0, recommending approval.

An Ordinance Accepting A Lot Split Of Lot 1 Of McKissic Springs Addition Creating New Lots 2 And 3 Of McKissic Springs Addition To The City Of Bentonville, Arkansas; And For Other Purposes.

3. **Rezoning - Brad and Cindy Esslinger Trust - DN-3, Downtown High Density Residential to DN-4, Downtown Mixed-Use Residential - 306 SE 2nd Street (RZ26-0021)** **Ordinance***

The Planning Commission voted 5-0, recommending approval.

An Ordinance Changing Real Estate In The City Of Bentonville, Arkansas, From Its Present Zoning Classification Of DN-3, Downtown High Density Residential To DN-4, Downtown Mixed-Use Residential; And For Other Purposes.

4. **Rezoning - Rankin - A-1, Agriculture to R-1, Low-Density Single-Family Residential - 101 Oakhurst Street (RZ26-0022)** **Ordinance***

The Planning Commission voted 5-0, recommending approval.

An Ordinance Changing Real Estate In The City Of Bentonville, Arkansas, From Its Present Zoning Classification Of A-1, Agricultural To R-1, Low Density Single Family Residential; 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:	4/28/2026	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:	National Lineman Appreciation Day Proclamation
Action Recommendation & Justification:	Proclaiming April 18, 2026 as National Lineman Appreciation Day. We join communities nationwide in honoring Electric Linemen and proudly recognize our Bentonville Electric Utility staff for their exemplary service.
Additional Comments for Consideration (Optional):	
Amount for Approval:	\$

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

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

Fund(s) Impacted

(check all that apply)

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

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

PROCLAMATION

- WHEREAS:** The profession of Electric Lineman requires passion, dedication and is steeped in tradition; and
- WHEREAS:** Linemen work 365 days a year in inclement weather and dangerous conditions to build, maintain and repair the electric infrastructure, often putting their lives on the line to keep the power on; and
- WHEREAS:** Linemen also are often the first responders during storms and other catastrophic events, working to make the scene safe for other first responders; and
- WHEREAS:** The dedication of Bentonville linemen strengthens not only our City but the entire region; and
- WHEREAS:** The City of Bentonville joins other communities across the nation in recognizing and celebrating the profession of Electric Lineman, and therefore we honor our Bentonville Electric Utility Department personnel for exemplary service to the City.

NOW, THEREFORE, I, Stephanie Orman, Mayor of the City of Bentonville, do hereby proclaim April 18th, 2026 as **National Lineman Appreciation Day** in the City of Bentonville, Arkansas, and call upon all citizens and businesses to acknowledge and thank the linemen you see for the selfless and dangerous work they perform every day to keep our power on and the public safe.

Given this 28nd day of April, in Bentonville, in the great State of Arkansas, in the United States of America.


Stephanie Orman, Mayor
City of Bentonville





City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	4/28/2026	Submitted By:	Hadi Dudley
Phone:	479-271-3194	For Department(s):	Library
Email:	hadi.dudley@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:	Proclamation to Celebrate "National Library Week"
Action Recommendation & Justification:	Proclamation celebrating "National Library Week" April 19 - 25, 2026.
Additional Comments for Consideration (Optional):	
Amount for Approval:	\$

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

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

Fund(s) Impacted

(check all that apply)

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

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

PROCLAMATION

WHEREAS: Libraries spark creativity, fuel imagination, and inspire lifelong learning, offering a space where individuals of all ages can explore new ideas and be drawn to new possibilities; and

WHEREAS: Libraries serve as vibrant community hubs, connecting people with knowledge, technology, and resources while fostering civic engagement, critical thinking, and lifelong learning; and

WHEREAS: Libraries provide free and equitable access to books, digital tools, and innovative programming, ensuring that all individuals—regardless of background—have the support they need to learn, connect, and thrive; and

WHEREAS: Libraries partner with schools, businesses, and organizations, connecting the dots to maximize resources, increase efficiency, and expand access to essential services, strengthening the entire community; and

WHEREAS: Libraries empower job seekers, entrepreneurs, and lifelong learners by providing access to resources, training, and opportunities that support career growth and economic success; and

WHEREAS: Libraries nurture young minds through storytimes, STEAM programs, and literacy initiatives, fostering curiosity and a love of learning that lasts a lifetime; and

WHEREAS: Dedicated librarians and library workers provide welcoming spaces that inspire discovery, collaboration, and creativity for all.

NOW, THEREFORE, I Stephanie Orman, Mayor of the City of Bentonville do hereby proclaim April 19-25, 2026 as National Library Week. During this week, I encourage all residents to Find Your Joy in visiting your library, exploring its resources, and celebrating all the ways that the library draws us together as a community.

Given this 28th day of April, 2026, in Bentonville, in the great State of Arkansas, in the United States of America.


Stephanie Orman, Mayor
City of Bentonville





City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	4/28/2026	Submitted By:	Mayor Stephanie Orman
Phone:	479-271-5966	For Department(s):	Administration
Email:	mayor.assistant@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:	Acceptance of Gayatri Richardson Resignation and Declaring a Vacancy
Action Recommendation & Justification:	Staff recommends that Council accept the resignation and declare the position vacant pursuant to Ark Code Ann. 14-42-103.
Additional Comments for Consideration (Optional):	
Amount for Approval:	\$

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

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

Fund(s) Impacted

(check all that apply)

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

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	4/28/2026	Submitted By:	Hadi Dudley
Phone:	479-271-3194	For Department(s):	Library
Email:	hadi.dudley@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:	Ordinance Establishing 2026 Fees for Bentonville Public Library
Action Recommendation & Justification:	Ordinance establishing fees for Library materials, programs, services, and facilities for 2026, effective June 1, 2026. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	Library Advisory Board reviewed and approved BPL's Fee and Fine Schedule during its March 4, 2026 meeting. Please see the attachment for the full list of Library fees. The highlighted items indicate an addition or adjustment since Council's prior approval on February 11, 2025.
Amount for Approval:	\$

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

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

Fund(s) Impacted

(check all that apply)

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

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

TO: Bentonville City Council, Mayor Stephanie Orman
FROM: Hadi Dudley, Library Director
SUBJECT: Ordinance: Library Fee Schedule 2026
CC: Bonnie Bridges, Patrick Johndrow
DATE: April 15, 2026

A complete Fee and Fine Schedule for Bentonville Public Library (BPL) is attached as Exhibit A. New and updated fees are highlighted, reflecting changes since City Council's prior approval on February 11, 2025.

Fine and fee updates include:

- a. Increasing copy and print fees
 - a. From \$0.15 to \$0.25 for black & white per page
 - b. From \$0.30 to \$0.50 for color per page
 - c. Adding a fax fee \$1 per page
- b. Minor adjustments to makerspace equipment fees
 - a. Discontinue fees to use sewing machines
 - b. Discount for filament use with large format 3D printer
- c. Meeting room rental fees remain the same.
- d. Library card non-resident fee remains the same at \$30 / 2 years per household.

The Library Advisory Board unanimously approved this Fee and Fine Schedule during its March 4, 2026 meeting. The rates will go into effect June 1, 2026.

If you have questions, please email me at hadi.dudley@bentonville.ar.gov.

Respectfully,
Hadi S. Dudley, Library Director
Bentonville Public Library

ORDINANCE NO. _____

AN ORDINANCE ESTABLISHING THE 2026 BENTONVILLE PUBLIC LIBRARY FEES; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES.

WHEREAS, the Bentonville Public Library requests to establish fees for library materials, programs, services, and facilities for 2026;

WHEREAS, minor adjustments to existing fees as shown in the attached Exhibit “A” are needed since council’s last approval in 2025; and

WHEREAS, the Library Advisory Board reviewed and approved the 2026 fees, at its March 4, 2026, meeting.

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

Section 1: The Bentonville Public Library 2026 fees, should be and the same is hereby amended as shown in the attached Exhibit “A”, hereby adopted by reference as though it was copied herein fully, with fee increases shown in yellow;

Section 2 - Emergency Clause: The need to make this change is immediate, so as not to affect the opening of the meeting room reservation system, 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 3 - Severability Provision: If any part of this Ordinance is held invalid, the remainder of this Ordinance shall continue in effect as if such invalid portion never existed; and

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

PASSED this _____ day of _____, 2026.

APPROVED:

STEPHANIE ORMAN, Mayor

ATTEST:

MALORIE MARRS, City Clerk

Bentonville Public Library: Fee and Fine Schedule

Description	Current	NEW	Unit of Measurement	Notes
Cost-Recovery Fees				
Non-resident library card	25.00		per household; ev 2-years	This is not change - document edit reflects approved fee 2/11/2025
Replacement library card	1.00		per card	
Photocopy/print: black & white	0.15	0.25	per page	Digital scanning - no cost
Photocopy/print: color	0.30	0.50	per page	Digital scanning - no cost
Fax service	0.00	1.00	per page	Digital scanning - no cost
Technology use	0.00		per day	
3D Printing PLA Filament	0.10		per gram	Large format discount: 0.05 per gram
Vinyl & Die Cutter: paper or sticker	0.50		per page or sticker	
Vinyl & Die Cutter: vinyl	2.00		per foot	
Sewing	2.00	0.00	per hour	1-foot minimum
Sewing: embroidery	2.00	0.00	per 10,000 stitches	\$2.00 minimum
Sewing: serger	4.00	0.00	per hour	1 hour minimum
Sewing: backing	0.50	0.00	per foot	1-foot minimum
Laminator	0.50		per pouch or per foot	
Glowforge: plywood	10.00		12" x 20"	
Glowforge: acrylic	13.00		12" x 20"	
Glowforge: leather	3.00		12" x 20"	
Glowforge: foamboard	1.50		12" x 20"	
Glowforge: cardboard	0.50		12" x 20"	
Glowforge: chipboard pad	0.50		12" x 20"	
Administrative Fee	50.00		per hour	staff assistance, minor cleaning or repairs
Class or workshop	varies		per class or workshop, per person	refundable deposit or cost of materials (ex. \$5 or \$10)
Miscellaneous items for sale	varies		per item	
Cleaning or repair fee: facility damage	varies		per item	for cleaning or repair costs beyond administrative fee
Meeting Room Rental Fees				
Small Group Meeting and Individual Study Rooms	Free			1 to 2 to 4-person
Arvest Foundation Conference Room (For-Profit)	15.00		2 hours	6-person
Arvest Foundation Conference Room (Non-Profit)	7.50		2 hours	6-person
Kerr Conference Room (For-Profit)	15.00		2 hours	6-person
Kerr Conference Room (Non-Profit)	7.50		2 hours	6-person
Haney Family Conference Room (For-Profit)	25.00		2 hours	25-person
Haney Family Conference Room (Non-Profit)	12.50		2 hours	25-person
Rotary Conference Room (For-Profit)	50.00		2 hours	50-person
Rotary Conference Room (Non-Profit)	25.00		2 hours	50-person
Walmart Foundation Community Room (For-Profit)	150.00		2 hours	250-person
Walmart Foundation Community Room (Non-Profit)	50.00		2 hours	250-person
Early Booking Fee (For-Profit)	500.00			6+ months in advance; not refundable
Early Booking Fee (Non-Profit)	250.00			6+ months in advance; not refundable
Facility Fee	100.00			minimum 1 week notice; ex: furniture moving (stage)
No-show or late cancellations will forfeit entire meeting room fee				minimum 48 hours required
Non-resident library card fee applicable to individuals or groups outside the region				

Bentonville Public Library: Fee and Fine Schedule

Description	Current	NEW	Unit of Measurement	Notes
Library Fines				
Overdue: regular materials	0.10		per item, per day	\$2.00 limit
Overdue: specialty materials	1.00		per item, per day	\$10.00 limit
Damaged: item repairable	5.00		per item	
Multi-part items: replacement cost per section	varies		per item	
Lost or Damaged: item non-usable	varies		per item	Purchase price, plus \$5.00 processing fee, plus overdue fee (if applicable)
Fine for technology returned to the book drops	50.00		per item	
Suspension of Borrowing & Computer Privileges				
\$10.00 maximum fines and fees			per individual	
\$50.00 maximum fines and fees			per household	
Collection Agency				
Long Overdue/Administration Fee (Collection Agency)	15.00			Established minimum threshold: \$40.00
eCommerce and Credit Cards				
Established minimum threshold: \$2.50				Transaction fees are not charged to patrons
Library Card Renewal				
All fees and fines must be paid in total at time of library card renewal				



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	4/28/2026	Submitted By:	Hadi Dudley
Phone:	479-271-3194	For Department(s):	Library
Email:	hadi.dudley@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:	Ordinance Amending the Municipal Code Regarding the Library Advisory Board
Action Recommendation & Justification:	An Ordinance amending City of Bentonville Municipal Code: Chapter 12, Article 12-VII - Library Advisory Board. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	The Municipal Code amendments reflect actual practices, formalize board responsibilities, and align with other City documentation for boards and commissions. The Code is approved by the City of Bentonville Legal Department. Amendments were also approved by Library Advisory Board members in current service to Bentonville Public Library on April 1, 2026.
Amount for Approval:	\$

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

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):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

ORDINANCE NO. _____

**AN ORDINANCE AMENDING CITY OF BENTONVILLE MUNICIPAL CODE
ARTICLE 12-VII, LIBRARY ADVISORY BOARD; AND FOR OTHER PURPOSES.**

WHEREAS, City Council first codified the Library Advisory Board (LAB) via Ordinance No. 95-117;

WHEREAS, since that time, all City Boards, Commission, and Authorities have been consolidated in Chapter 12 of the Bentonville Municipal Code; and

WHEREAS, this Code amendment formalizes the practices and responsibilities of the LAB, previously contained in by-laws, and brings this board in alignment with other City boards and commissions.

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

Section 1: That Bentonville Municipal Code Article 12-VII, Library Advisory Board, should be and is hereby amended with the following *Exhibit A: Library Advisory Board* three (3) copies of which are on file with the City Clerk and which is hereby adopted by reference as though it were copied herein fully;

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;

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; and

Section 4: That this Ordinance shall be in full force and effect 30 days from and after the date of its passage.

PASSED and APPROVED this _____ day of _____, 2026.

APPROVED:

ATTEST:

Stephanie Orman, Mayor

Malorie Marrs, City Clerk

Exhibit A

Library Advisory Board

Chapter 12 Boards, Commission and Authorities

Article 12-VII Library Advisory Board

Sec 12-700 Establishment

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

Sec 12-710 Composition

- (a) *Appointed members.* The LAB consists of seven (7) residents of Bentonville, recommended by the mayor and approved by the city council, and shall be voting members.
- (b) *Ex-officio.*
 - (1) Ex-officio members are non-voting.
 - (2) Ex-officio member seats may be offered to library support groups and select community partners, for example, the Bentonville Library Foundation, Friends of the Bentonville Library, Teen Advisory Board and individuals or organizations that support education, local history, and genealogy. Annually, ex-officio organizations and individual participants will be assessed by the LAB to determine suitability, with final approval decision lying with the Mayor.
 - (3) One member of city council, as appointed by the mayor and approved by the city council, may serve as ex-officio.
- (c) *Compensation.* All members of the LAB shall serve without compensation.

Sec 12- 720 Terms

- (a) *Term length.* One term shall be limited to five (5) years.
- (b) *Term limits.* No member shall serve more than two (2) consecutive full terms. Past members are eligible to serve again one (1) year after the date their last term expired.
- (c) *Vacancies.* Vacancies shall be filled for the unexpired term in the same manner as original appointments are made. Fulfilling a vacancy does not count towards the two-term limit.
- (d) *Removal.* Any board member appointed by the Mayor and affirmed city council may be removed at any time by a majority of the elected members of the city council. The mayor may also remove from office any board member upon approval by the city council.

Sec 12- 730 Organization

- (a) *Bylaws.* The LAB shall adopt bylaws and rules of order.
- (b) *Officers.* The officers of the board shall be a chairperson and vice chairperson. Officers shall serve two (2)-year terms and may serve a maximum of two consecutive terms in a single office.

Ex. A: Library Advisory Board

Officers are elected by the voting LAB members. The LAB may establish officer responsibilities and rules and procedures for elections and vacancies through adoption of bylaws.

Sec 2- 740 Meetings

- (a) *Frequency.* The LAB will meet as frequently as monthly when there is business to review.
- (b) *Open meetings.* All requirements of the laws of the State of Arkansas concerning open meetings and notice shall be met.
- (c) *Quorum.* A quorum shall exist when a majority of the voting members of the board are present. Ex-officio members or staff support shall not be counted in arriving at a quorum. In absence of a quorum, no official business shall be conducted by the board, except rescheduling of the meeting.
- (d) *Minutes.* Written minutes shall be made for all board meetings. The minutes shall be posted to the city website when the agenda for the upcoming meeting is posted. The minutes of each meeting shall be approved by the board at its next meeting.

Sec 2- 750 Responsibilities and Duties

The LAB serves in an advisory capacity to:

- (a) *Advise.* Provide advisement and make recommendations to staff, mayor, and city council concerning plans, goals, and priorities of the public library's operations, services, and programs.
- (b) *Educate.* At the direction of the city, raise public awareness of the value of libraries and literacy, support promotion of educational initiatives, and advocate for funding and resources that benefit the library in its service to the community.
- (c) *Recommend.* Review, update, and recommend the library's fee and fine schedule for city council approval.
- (d) *Approve.* Review, update, and approve library policies. The LAB is granted authority for certain Library Policy appeals from qualifying patrons. The LAB is granted consideration and approval of naming recognitions related to spaces that carry donor names. The mayor has final authority over policies, appeals, and naming recognitions.

Sec 2- 760 Limitations of authority

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

- (a) Grant the board authority over the operation of any department, division, office, officer, or employee of the city except as may be requested by the mayor or city council in special circumstances.
- (b) Diminish the responsibility of the mayor in resolving conflicts which may arise over what specific items may be within the scope of authority of the board.
- (c) Diminish the authority of the city council over funding, operations, fixed assets, indebtedness, budget, and other areas as applicable under Arkansas law.

Ex. A: Library Advisory Board

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

Ex. A: Library Advisory Board

3



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	4/28/2026	Submitted By:	Hadi Dudley
Phone:	479-271-3194	For Department(s):	Library
Email:	hadi.dudley@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:	Ordinance Amending the Municipal Code Regarding the Library
Action Recommendation & Justification:	An Ordinance amending City of Bentonville Municipal Code: Chapter 54 - Library. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	The Municipal Code amendments reflect actual practices, formalize responsibilities, and align with other City documentation for departments. The Code is approved by the City of Bentonville Legal Department.
Amount for Approval:	\$

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

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

Fund(s) Impacted

(check all that apply)

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

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

ORDINANCE NO. _____

**A ORDINANCE AMENDING CITY OF BENTONVILLE MUNICIPAL CODE
CHAPTER 54, LIBRARY; AND FOR OTHER PURPOSES.**

WHEREAS, City Council first codified Chapter 54 – Library via Ordinance No. 95-117; and

WHEREAS, this Code amendment updates and formalizes the practices and responsibilities of the Bentonville Municipal Library.

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

Section 1: That Bentonville Municipal Chapter 54, Library, should be and is hereby amended with the following *Exhibit A: Chapter 54 Library* three (3) copies of which are on file with the City Clerk and which is hereby adopted by reference as though it were copied herein fully;

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;

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; and

Section 4: That this Ordinance shall be in full force and effect 30 days from and after the date of its passage.

PASSED and APPROVED this _____ day of _____, 2026.

APPROVED:

Stephanie Orman, Mayor

ATTEST:

Malorie Marrs, City Clerk

Exhibit "A"

Chapter 54 Library

Sec 54-1 Created

There is hereby created a public library for the city, which shall be called the "Bentonville Public Library."

(Ord. No. 95-117, § 2(2.68.01), 12-12-1995)

Sec 54-2 Administration

The Public library shall be administered and directed by a person appointed by the mayor, who shall be known as the library director. Said director shall have staff employed in the department as the city council from time to time shall authorize.

(Ord. No. 95-117, § 2(2.68.02), 12-12-1995)

Sec 54-3 Duties Of Library Director

1. The library director shall be the head of the department with assigned duties and responsibilities as other department heads.
2. The library director shall be fully responsible for the operation and services of the department. It shall be their duty to determine all matters in connection with day-to-day library business, personnel management, policy matters, and long-term plans, including the expenditure of the city funds therein.
3. Other duties shall be such as fixed by the laws of the state, ordinances of the city, and approved job description which are updated from time to time.

(Ord. No. 95-117, § 2(2.68.03), 12-12-1995)

Sec 54-4 Qualifications and Compensation

1. The library director shall be qualified with proper credentials in the library and information sciences field.
2. The salary for this full-time position, with all usual or agreed upon benefits, shall be established from time to time by the city.

Sec 54-5 Advisory Board Established

This section has been relocated to [Chapter 12, Article 12-VII Library Advisory Board.](#)

HISTORY

Amended by Ord. [2025-211](#) on 12/9/2025

Sec 54-6 Damaging Or Failing To Return Books

The public library shall implement standard protocols for assessing damage or lost fees to patrons' accounts and may employ a collection agency to support these efforts.

It shall be unlawful for any person to damage or fail to return to the public library, after written demand therefore is mailed to the last known address of such person, any library materials or other property belonging to said library. Said written demand shall state the demand is being made pursuant to the authority contained in this section and that failure to return the library materials or property specified within ten days from the date shown on said written demand shall be considered a violation of this section.

(Ord. No. 95-117, § 2(2.68.05), 12-12-1995)

Sec 54-7 Penalties

The public library will follow the Arkansas Library Materials Security Law, and any other applicable laws, established by the State of Arkansas in the Arkansas Code.

1. Any person violating the provisions of the code shall, upon conviction, be guilty of a misdemeanor or felony, determined by the value of the property and the charging statute.
2. Nothing contained in this section shall be construed to affect or terminate the system of civil fine and administrative sanctions now or hereinafter employed by said library in connection with its program of lending library materials or other property, but shall be supplementary thereto.

(Ord. No. 95-117, § 2(2.68.06), 12-12-1995)



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	4/28/2026	Submitted By:	Chief Ray Shastid
Phone:	479-281-3170	For Department(s):	Police Department
Email:	ray.shastid@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 Approving a Budget Adjustment to Purchase Property at 910 SE 14th Street
Action Recommendation & Justification:	A request for city council to approve the purchase of land/building at 910 SE 14th Street (Parcel ID: 01-00042-000) using impact fees. This facility meets growing training demand and addresses projected space needs. The property, being in proximity to the current police infrastructure, makes this a cost-effective, strategic acquisition. A budget adjustment is needed.
Additional Comments for Consideration (Optional):	Property includes 6,500+ sq ft bricked structure, additional parking, and planned outdoor training space. An emergency clause is requested due to competing offers and contract timelines. See attached memorandum for additional information.
Amount for Approval:	\$ 2,500,000.00

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

102010-39192	Transfer In - Impact/Capacity	\$	\$ 2,500,000
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
102010-47210	Plants and Building	\$ 2,500,000	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
252010-49110	Transfer out - General	\$ 2,500,000	\$
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): Impact Fee Fund

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

www.bentonvillear.com

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CITY of BENTONVILLE POLICE DEPARTMENT

908 S. E. 14th Street
Bentonville, Arkansas 72712
(479) 271-3173

Ray Shastid
Chief of Police

To: City Council and Mayor Stephanie Orman
From: Ray Shastid, Chief of Police
Date: April 28, 2026
Subject: Budget Adjustment- Transfer in and use of impact fees to support purchase of property located at 910 SE 14th Street for use as a Police Department Training Facility

This is a request for a budget adjustment in the amount of \$2,500,000 to transfer in Police Impact fee funds to an expense account 102010-47110 (Land). This memorandum outlines the justification for using impact fees to fund the purchase of the property located at 910 SE 14th Street for use as a dedicated law enforcement training facility. The proposed purchase price is \$2,500,000, contingent upon City Council approval, required inspections, and disclosures, with a targeted closing date of June 2026. Funding for this acquisition will come from previously approved police impact fees. The initial funding may be advanced from the general fund and reimbursed through impact fees.

The impact fee study approved by the City Council in 2023 included the following capital improvement plans for the police department based on growth:

- Training facility
- Substation- expansion for future staff and evidence storage
- Vehicles- 21 units for future patrol and CID hires
- Comms Improvements- expanded network that may include radio tower #6 (structure and land), new 911 consoles and lines.

This request is driven by continued growth in service demand, operational needs, and long-term planning requirements identified in the City's impact fee study and Capital Improvement Plan (CIP).

The Police Department currently operates out of multiple facilities totaling approximately 47,522 square feet, spread across three primary buildings and an off-site location. While these facilities have served the department well, they are increasingly strained due to growth in personnel, equipment, and operational responsibilities.

The City's impact fee study projects the need for an additional 9,293 square feet of police facility space to maintain the current level of service (LOS). The study supports the continued expansion of police infrastructure using impact fee funding tied directly to residential and nonresidential growth.

The property at 910 SE 14th Street presents a unique and strategic opportunity to meet these needs. Located immediately adjacent to the department's existing facility at 908 SE 14th Street, this property consists of approximately 1.1 acres and more than 6,500 square feet of building space. Its proximity allows for seamless integration into current operations while significantly expanding the department's usable footprint.

The building is well-suited for conversion into a comprehensive training facility. It includes a large open area that can accommodate defensive tactics training and relocation of the department's VirTra training simulator, which is currently housed in a garage bay not designed for that purpose. The space can also be adapted into a large classroom or multi-purpose training room. Additional features include multiple smaller rooms for storage, a dedicated uniform and equipment room, a break room, updated restrooms, and an additional classroom capable of seating 20–25 individuals.

The property also includes approximately 30 improved parking spaces, additional overflow parking, and a fenced outdoor area that can be utilized for departmental physical agility testing. This will allow the department to permanently set up its physical agility testing equipment, improving efficiency for both current personnel evaluations and new hire testing.

This acquisition aligns directly with the City's impact fee program, which is designed to fund infrastructure expansions necessitated by growth. It represents a cost-effective and timely solution compared to new construction, particularly given the rising costs of land acquisition and development.

Additionally, this opportunity is considered rare due to the property's location adjacent to existing police facilities. Its availability may not recur, and there is current market interest from other potential buyers. Securing this property now ensures the City can proactively address future needs while maintaining operational efficiency.

Given the strategic importance, availability of funding, increasing service demands, and the immediate need for expanded training space, the Bentonville Police Department respectfully requests that the City Council approve this purchase and adopt an emergency clause to allow for timely action.

RESOLUTION NO. _____

**A RESOLUTION AMENDING THE 2026 BUDGET FOR THE PURCHASE OF PROPERTY
AT 910 SE 14TH STREET IN THE AMOUNT OF TWO MILLION FIVE-HUNDRED
THOUSAND DOLLARS (\$2,500,000.00); AND FOR OTHER PURPOSES.**

WHEREAS, the Bentonville Police Department is requesting to approve the purchase of the land and building located at 910 SE 14th Street using impact fees.

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 a contract to purchase the real property located at 910 SE 14th Street in the amount of Two Million Five-Hundred Thousand Dollars (\$2,500,000.00).

Section 2: The 2026 Budget is hereby adjusted to appropriate Two Million Five-Hundred Thousand Dollars (\$2,500,000.00) from Account #252010-49110 Transfer out- General into Account#102010-39192 Transfer In – Impact/Capacity.

Section 3: The 2026 Budget is further adjusted to transfer the same from Account#102010-39192 Transfer In – Impact/Capacity into Account#102010-47210 Plants and Building.

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

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

PASSED this _____ day of _____, 2026.

APPROVED:

Stephanie Orman, MAYOR

ATTEST:

Malorie Marrs, CITY CLERK



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	4/28/2026	Submitted By:	Chief Ray Shastid
Phone:	479-271-3170	For Department(s):	Police Department
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 Surplus a Police Vehicle and Transfer Ownership to Arkansas Municipal League
Action Recommendation & Justification:	Resolution to declare a 2024 Chevrolet Tahoe PPV (Unit#2010-197; VIN 1GNSCLED9RR194377) as surplus property and transfer ownership & title to Arkansas Municipal League (ARML). No budget adjustment is needed.
Additional Comments for Consideration (Optional):	Unit #2010-197 was involved in a motor vehicle crash on March 22, 2026, while the officer was responding to a physical disturbance. Following an inspection by the ARML adjuster, the vehicle was deemed a total loss. The units value was assessed at \$51,550.00, after the \$1,000.00 deductible. The Municipal League will take possession of the salvage vehicle. Upon declaration of surplus, ownership of the vehicle and title will be transferred to ARML. The City will receive reimbursement in the amount of \$51,550.00. Note: A replacement vehicle is being requested.
Amount for Approval:	\$

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

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

Fund(s) Impacted

(check all that apply)

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

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

**AFFIDAVIT OF DISPOSAL OF CERTAIN PROPERTY OF THE CITY OF
BENTONVILLE POLICE DEPARTMENT WHICH HAS BEEN RENDERED TOTAL
LOSS**

I, Ray Shastid, Chief of Police for the City of Bentonville Police Department, do hereby certify that the following property of the City of Bentonville Police Department inventory has been rendered a total loss and no longer in service due to a motor vehicle crash on March 22, 2026. It is now appropriate to dispose of said property in accordance with applicable laws, including Ark. Code Ann. 14-54-302(e)(1)(C), by transferring to Arkansas Municipal League in accordance with the settlement terms.

I further certify that I will be responsible for overseeing the proper disposition of this property.

Description:

1. 2024 Chevrolet Tahoe PPV (Unit #2010-197; VIN 1GNSCLED9RR194377)

The value on this unit was determined to be \$52,550.00, leaving a settlement amount of \$51,550.00 after application of the deductible, with the Arkansas Municipal League taking possession of the salvage.

Should the City desire to retain the salvage, the "buyback" amount on the unit is \$10,510.00, which would leave a net settlement amount of \$41,040.00 and allow the City to maintain possession of the vehicle.

The above-described vehicle is hereby declared surplus property, and authorization is granted to transfer ownership and title to the Arkansas Municipal League in accordance with the settlement terms.

[Redacted Signature]
Ray Shastid
Chief of Police

SUBSCRIBED AND SWORN TO before me this 23rd day of April, 2026.

[Redacted Signature]
Notary Public

My commission expires:

5-23-2032



RESOLUTION NO. _____

A RESOLUTION DECLARING CERTAIN PROPERTY BELONGING TO THE CITY OF BENTONVILLE POLICE DEPARTMENT AS SURPLUS PROPERTY; AUTHORIZING ITS DISPOSAL; AND FOR OTHER PURPOSES.

WHEREAS, a Police Department vehicle identified as a 2024 Chevrolet Tahoe PPV (Unit# 2010-197; VIN 1GNSCLED9RR194377) was involved in a collision on March 22, 2026, and is considered a total loss by Arkansas Municipal League Vehicle Insurance;

WHEREAS, said vehicle should be deemed surplus, and will be transferred to the League pursuant to the insurance settlement;

WHEREAS, the City will receive Fifty-One Thousand Five-Hundred Fifty Dollars (\$51,550.00) as a settlement; and

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

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

Section 1: The Bentonville Police Department may dispose of one (1) 2024 Chevrolet Tahoe PPV (Unit# 2010-197; VIN 1GNSCLED9RR194377) as surplus and may be transferred to the ARML pursuant to the settlement;

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

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

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2026.

APPROVED:

STEPHANIE ORMAN, Mayor

ATTEST:

MALORIE MARRS, City Clerk



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	4/28/2026	Submitted By:	Chief Ray Shastid
Phone:	479-271-3170	For Department(s):	Police Department
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 Accept & Recognize Funds to the Police Department from Arkansas Municipal League
Action Recommendation & Justification:	Resolution to recognize funds from ARML insurance settlement in the amount of \$51,550.00 from a motor vehicle accident that occurred on March 22, 2026 (unit #2010-197). A budget adjustment is needed to receive and transfer funds to an expense account (capital vehicles - account #102010-47420) for a replacement vehicle. A budget adjustment is needed.
Additional Comments for Consideration (Optional):	
Amount for Approval:	\$ 51,550.00

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

102010-37520	Miscellaneous Income	\$	\$ 51,550.00
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
102010-47420	Vehicles	\$ 51,550.00	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		\$	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		\$	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue

Fund(s) Impacted

(check all that apply)

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

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

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Please Recycle!

RESOLUTION NO. _____

A RESOLUTION AMENDING THE 2026 BUDGET TO ACCEPT AND RECOGNIZE FUNDS FROM THE ARKANSAS MUNICIPAL LEAGUE TO THE POLICE DEPARTMENT IN THE AMOUNT OF FIFTY-ONE THOUSAND FIVE-HUNDRED FIFTY DOLLARS (\$51,550.00); AND FOR OTHER PURPOSES.

WHEREAS, The Bentonville Police Department desires to amend the 2026 budget to recognize funds from the ARML insurance settlement from a motor vehicle accident that occurred on March 22, 2026.

WHEREAS, a budget adjustment is needed to fund this amendment.

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

Section 1: The 2026 Budget is adjusted to accept and recognize Fifty-One Thousand Five-Hundred Fifty Dollars (\$51,550.00) into Account #102010-37520 Miscellaneous Income and then appropriate the same into Account #102010-47420 Vehicles.

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:	4/28/2026	Submitted By:	Chief Ray Shastid
Phone:	479-271-3170	For Department(s):	Police Department
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:	Ordinance Requesting a Waiver of Bid to Purchase a Replacement Police Vehicle
Action Recommendation & Justification:	Ordinance for a Waiver of Bid to Superior Auto Group of Siloam Springs, AR in the amount of \$72,874.75, for the purchase of one (1) 2026 Dodge Durango PPV AWD replacement vehicle, to include all upfitting of emergency equipment & warranties, waiving the requirement of competitive bidding due to current supply shortages and build cut off times for police agencies. Superior Automotive Group will match state bid pricing for the vehicle, as equipped. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	Replacement vehicle to the police department that was involved in a motor vehicle crash on March 22, 2026. The cost of the vehicle (\$45,438.00; State bid pricing, as equipped) will be covered by the ARML insurance settlement and the remaining balance for upfitting of all equipment (\$27,436.75) will be from savings remaining in the police capital vehicles account from trade-ins earlier this year. The waiver would also result in a "warranty in service date" to begin when the completed vehicle is delivered and ready for service, extending the city's effective warranty of each vehicle.
Amount for Approval:	\$ 72,874.75

Budget Impact

Is this Item Budgeted? ☐ YES ☒ NO ☐ ITEM HAS NO COST ☒ OTHER: ARML Insurance Settlement

Budget Adjustment (to be completed by Finance when applicable)

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

Fund(s) Impacted

(check all that apply)

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

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

Vehicle Specifications & Options Pricing

ITEM 60

TYPE UPP 10133947

**Dodge Durango Police
Pursuit Vehicle, AWD
(NO SUBSTITUTES)**

Dealer Name: LANDERS CHRYSLER KIA

Vehicle Make/Model DODGE DURANGO PURSUIT

Model Code: WDEE75

City MPG Estimate 17

Highway MPG Estimate 24

[Back to Table of Contents](#)

VEHICLE BID PRICE

\$39,117.00

Body & Chassis	Base Vehicle Minimum Requirements	Enter Vehicle Specification (Fill-in Unshaded Blanks Only)
Dodge Durango PPV; AWD	All Standard Manufacturer Equipment	
Police Package	Including all features listed in manufacturer's printed specifications and literature as a part of their standard police equipment package.	
Engine		
Engine (Police Pursuit)	List size	3.6L V6 293 HP
Fuel Type	List Primary Type	
Transmission/Drive		
Automatic Transmission	Automatic - List Type, Speeds etc.	8 SPEED AUTOMATIC
All Wheel Drive (AWD)	All Wheel Drive (AWD)	
Doors & Windows		
Door Locks	Power Locks (Operable From Front Only)	
Interior		
Spot Lamp	Spot Lamp (Driver's Side)	
Radio Suppression Package	Mfg. Std.	
Quiet Sound Group (Noise Suppression)	Mfg. Std.	
Remote Deck Lid Release Control on Driver's Side	Remote Deck Lid Release Control on Driver's Side	
Seats		
Front Seat	Cloth	
Rear Seat	Vinyl	
Tires & Wheels		
Police Pursuit Tires & Wheels	Police Pursuit Rated - List Size	P255/60TR18
Spare	Full Size Spare	FULL SIZE
Warranty		
Bumper to Bumper Warranty	3 Years or 36,000 miles, whichever comes first	3 YEARS OR 36,000 MILES
Drivetrain Warranty	5 years or 100,000 miles, whichever comes first	5 YEARS OR 100,000 MILES

\$45,438 w/ options

ITEM 60	VEHICLE OPTIONS		Dealer Name:	
TYPE UPP Dodge Durango PPV, AWD (NO SUBSTITUTES) Back to Table of Contents			LANDERS CHRYSLER KIA	
Engine	Code	Option Minimum Requirement	Enter Optional Equip. Desc. & Mfg. Option Codes	Price
Engine Upgrade	CC	Mfg. Std.	5.7L V8 360HP	\$3,340.00
Electrical				
Additional Spotlight	OO	Spotlight: Additional Front Passenger Side	LNA	\$795.00
Delete Spot Lamp (Credit)	MO	Deduction For Delete Spot Lamp	DSL	\$250.00
Doors & Windows				
Tinted Windows	TG	Add Deep Tinted Glass	DTG	\$325.00
Switches: Rear Window Inoperative, Rear Door, Interior, Door Locks and Handles Inoperative.	WD	Switches: Rear Window Inoperative (only operate from driver's position). Rear Door, Interior, Door Locks and Handles Inoperative (can only be opened from the outside).		STD
Interior				
Police Console	PC	Police Console	CUG	\$1,195.00
Rear Vinyl Seats	RVS	Rear Vinyl Seats		\$STD
Carpeted Floors With Mats	CM	Carpeted Floors With Mats	CKD	\$260.00
Vinyl Floor	VF	Vinyl Floor		\$STD
Rear Air Conditioning	RA	Factory Installed Rear Auxiliary Air Conditioning		STD
Exterior				
Integrated Com. System	IC	Integrated Communication System	Display Integration Enabler Module	\$1,995.00
Other				
SKID PLATE	KO	SKID PLATE	ADL	\$433.00
CIVILIAN CENTER CONSOLE	CUF	CIVILIAN CENTER CONSOLE	CUF	\$470.00
ALUMINUM WHEELS	WPI	ALUMINUM WHEELS	WPI	\$530.00
POWER REAR LIFTGATE	JRC	POWER REAR LIFTGATE	JRC	\$580.00
4 ADDITIONAL KEYS	XCS	4 ADDITIONAL KEYS	XCS	\$460.00
DESRTOYER GRAY PAINT	PDN	DESTROYER GRAY PAINT	PDN	\$456.00
NIGHT MOVES PAINT	PCQ	NIGHT MOVES PAINT	PCQ	\$456.00
OCTANE RED PAINT	PRV	OCTANE RED PAINT	PRV	\$456.00
RED OXIDE PAINT	PHC	RED OXIDE PAINT	PHC	\$456.00
TRIPLE NICKEL PAINT	PSE	TRIPLE NICKEL PAINT	PSE	\$456.00
VAPOR GREY PAINT	PAS	VAPOR GREY PAINT	PAS	\$456.00

Attn: CITY OF BENTONVILLE
POLICE DEPT

4/7/2026
JV/CR

Vehicle

2026 DURANGO

Emergency Equipment Upfit

Qty	Description	Price Total
1	WHELEN LEGACY 54" B/W PKG INCLUDES	\$ 3,400.00
	C399 CORE CONTROL HEAD SPEAKER AND BRKT	
1	RPWS44 PILLAR LIGHTS	\$ 785.00
2	TSS0E GRILLE LIGHTS	\$ 184.00
1	HG2 B/W SIDE RUNNER KIT	\$ 707.00
1	HAVIS CONSOLE C-VS-1900-DUR-PM-2	\$ 574.78
1	CUP2-1001 CUP HOLDER	\$ 47.30
1	C-ARM-103 ARM REST	\$ 143.86
1	C-HDM-204 SIDE MOUNT POLE	\$ 163.94
1	C-MD-119 SWING ARM W/ MOTION ADAPER	\$ 253.37
1	HAVIS DS-PAN-1505N-4 DOCK STATION	\$ 1,297.20
1	LTRON 4910LR-152-LTRK-MM SCANNER	\$ 522.50
1	JOTTO 475-0966 PARTITION W/ 8848 HSEP PANE;	\$ 872.00
1	JOTTO 475-0822 CARGO BARRIER	\$ 465.06
1	475-2145 W/A AND DOOR PANELS	\$ 549.42
1	BLACK RAC AR/870 MOUNT	\$ 922.24
1	PANASONIC ARB-HDVC35	\$ 9,896.70
1	TKY-TSH-SUP-002 ANTENNA	\$ 360.00
1	CEM8 EXP MODULE	\$ 80.00
1	WHELEN HWLDD36	\$ 479.00
1	WHELEN 3SRCCDCR LIGHT	\$ 48.00
1	STINGER 75832 LIGHT KIT	\$ 192.05
	BROTHER PJ822-VK PRINTER	\$ 493.43
1	SETINA 2 DRAWER W STANDARD LOCK	\$ 1,824.90
	Freight	\$ 225.00
	shop supplies	\$ 125.00
		\$ -
	Installation Labor	\$ 2,825.00

Total Upfit \$ 27,436.75

Jeremy Mcallister/John Vest
Superior Automotive Group

Superior Automotive Group
Fleet and Upfitting
250 Grant Place
Suite B
Lowell AR 72745
Cell: JM 479-616-4348 JV
479-549-8335

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH SUPERIOR AUTO GROUP OF SILOAM SPRINGS, AR IN THE AMOUNT OF SEVENTY-TWO THOUSAND EIGHT-HUNDRED SEVENTY-FOUR DOLLARS AND SEVENTY-FIVE CENTS (\$72,874.75) FOR THE PURCHASE OF A 2026 DODGE DURANGO PPV AWD REPLACEMENT VEHICLE; WAIVING COMPETITIVE BIDDING; AND FOR OTHER PURPOSES.

WHEREAS, the Bentonville Police Department needs to purchase a replacement vehicle for the vehicle that was a total loss on March 22, 2026.

WHEREAS, Superior Automotive Group will match state bid pricing for the vehicle, as equipped and due to current supply shortages and build cut off times for police agencies a waiver of competitive bidding is necessary.

WHEREAS, a budget adjustment is not needed to make 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 Superior Automotive Group of Siloam Springs, AR in the amount of Seventy-Two Thousand Eight-Hundred Seventy-Four Dollars and Seventy-Five Cents (\$72,874.75) for the purchase of a 2026 Dodge Durango PPV AWD which includes all upfitting of emergency equipment and warranties.

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 this purchase;

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

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

PASSED this _____ day of _____, 2026

APPROVED:

Stephanie Orman, MAYOR

ATTEST:

Malorie Marrs, CITY CLERK



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	4/28/2026	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/Access Easement Vacation (VAC26-0009)
Action Recommendation & Justification:	Hold Public Hearing and approval of an Ordinance vacating a Utility Easement/Access Easement Vacation located at Lot 37 of Clarendon Heights Subdivision (VAC26-0009).
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
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue

Fund(s) Impacted

(check all that apply)

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

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

TYPE

 **Easement Vacation**

SW H ST

SW BLOOMSBURY RD

**PROPOSED
~~EASEMENT~~
VACATION**

SW ALLEGHANY AVE

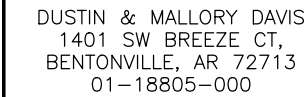
**SW WINDMILL RD
WINDMILL RD**

HWY 112



VAC26-0009
Utility Easement Vacation
5914 SW Bloomsbury Rd.





VICINITY MAP

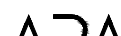
PROPERTY DESCRIPTION - WD (DOC. NO. L202539531)
LOT 37, CLARENDON HEIGHTS, BENTON COUNTY,
ARKANSAS, AS SHOWN IN PLAT L202104510.

SURVEY DESCRIPTION— EASEMENT AREA TO BE VACATED
A PART OF LOT NUMBERED THIRTY—SEVEN (37), CLARENDON HEIGHTS, BENTON COUNTY, ARKANSAS, AS SHOWN IN PLAT L202104510, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT THIRTY—SEVEN (37), SAID POINT BEING A SET MAGNETIC NAIL; THENCE S66°15'27"W 19.68 FEET ALONG THE SOUTH LINE OF SAID LOT THIRTY—SEVEN (37) TO A POINT; THENCE LEAVING THE SOUTH LINE OF SAID LOT THIRTY—SEVEN (37), N23°44'33"W 9.48 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT BEING THE INTERSECTION OF WEST BOUNDARY OF A TWENTY—FIVE (25) FOOT WIDE BUILDING SETBACK AND THE NORTH EDGE OF A PAVED DRIVE; THENCE S63°35'57"W 3.77 FEET ALONG THE NORTH EDGE OF SAID PAVED DRIVE TO A POINT; THENCE S66°15'26"W 59.96 FEET ALONG THE NORTH EDGE OF SAID PAVED DRIVE TO A POINT ON THE EAST BOUNDARY OF A TWENTY (20) FOOT WIDE UTILITY EASEMENT, SAID POINT BEING ON A 238.43 FOOT RADIUS CURVE CONCAVE TO THE NORTHEAST; THENCE LEAVING THE NORTH EDGE OF SAID PAVEMENT AND RUNNING NORTHWESTERLY 4.52 FEET ALONG SAID CURVE AND EASEMENT LINE, THE CHORD FOR WHICH BEING N23°04'23"W 4.52 FEET, TO A POINT ON THE NORTH BOUNDARY OF A TWENTY—EIGHT (28) FOOT WIDE UTILITY & PRIVATE ACCESS EASEMENT; THENCE N66°15'27"E 64.03 FEET ALONG THE NORTH LINE OF SAID EASEMENT TO A POINT ON THE WEST BOUNDARY OF A TWENTY—FIVE (25) FOOT WIDE BUILDING SETBACK, SAID POINT BEING ON A 145.00 FOOT RADIUS CURVE CONCAVE TO THE NORTHEAST; THENCE SOUTHEASTERLY 4.36 FEET ALONG SAID CURVE AND SETBACK LINE, THE CHORD FOR WHICH BEING S19°03'51"E 4.36 FEET, TO THE POINT OF BEGINNING, CONTAINING 288.62 SQUARE FEET, MORE OR LESS.

LINE	BEARING	DISTANCE
L1	S01°50'16"W	7.38'
L2	S63°35'57"W	3.77'
L3	N23°44'33"W	9.48'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	125.00'	58.01'	57.49'	S10°26'52"E	26°35'22"
C2	258.37'	38.66'	38.62'	N21°26'33"W	8°34'20"
C3	449.20'	77.28'	77.18'	N12°15'07"W	9°51'26"
C4	125.00'	64.02'	63.32'	S38°38'58"E	29°20'41"
C5	253.50'	84.42'	84.03'	S35°21'02"E	19°04'52"
C6	238.43'	4.52'	4.52'	N23°04'23"W	1°05'14"
C7	145.00'	4.36'	4.36'	S19°03'51"E	1°43'28"

- | | | | |
|---------|------------------------|-----------|---------------------------|
| — — | CENTERLINE ROAD | — — — | EASEMENT LINE |
| — — — | RIGHT-OF-WAY LINE | — — — — | BUILDING SETBACK LINE |
| — x — | BARBED-WIRE FENCE | — — — — — | OVERHEAD ELECTRIC LINE |
| — — — — | CHAIN-LINKED FENCE | — e — | UNDERGROUND ELECTRIC LINE |
| — x — | PRIVACY FENCE | — c — | GAS LINE |
| — □ — | GATE | — s — | SANITARY SEWER LINE |
| ===== | MAJOR CONTOUR INTERVAL | — s — | STORM SEWER LINE |
| ===== | MINOR CONTOUR INTERVAL | — t — | TELEPHONE LINE |
| ===== | BUILDING LINE | — w — | WATER LINE |
| — FO — | FIBER-OPTICS LINE | ===== | PROPERTY LINE |
| ===== | DITCH/WATER LINE | | |

SHEET 1 OF 1	JOB NO. 25302-II	REVISIONS			 118 S. COLLEGE AVENUE FAYETTEVILLE, ARKANSAS 72701 479 444 8784 1 888 549 8784 arelandsurvey@gmail.com	 PROFESSIONAL LAND SURVEYORS BOUNDARY TOPO	DRAFTSMAN	DF
		DATE	DESCRIPTION	BY			DATE	01/02/2026
							CHECKED	-
							SCALE	1" = 20'
							SHEET SIZE	18"x 24"
NICHOLAS & KASANDRA BOWERS 5914 SW BLOOMSBURY RD, BENTONVILLE, AR 72713 PARCEL NO. 01-19192-000								
EASEMENT VACATION – BENTONVILLE, ARKANSAS								

ORDINANCE NO _____

**AN ORDINANCE VACATING UTILITY/ACCESS EASEMENT LOCATED AT LOT 37
OF CLARENDON HEIGHTS OF BENTONVILLE SUBDIVISION OF THE CITY OF
BENTONVILLE, ARKANSAS, BENTON COUNTY ARKANSAS (VAC26-0009).**

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

SURVEY DESCRIPTION - EASEMENT AREA TO BE VACATED

A PART OF LOT NUMBERED THIRTY-SEVEN (37), CLARENDON HEIGHTS, BENTON COUNTY, ARKANSAS, AS SHOWN IN PLAT L202104510, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT THIRTY-SEVEN (37), SAID POINT BEING A SET MAGNETIC NAIL; THENCE S66°15'27"W 19.68 FEET ALONG THE SOUTH LINE OF SAID LOT THIRTY-SEVEN (37) TO A POINT; THENCE LEAVING THE SOUTH LINE OF SAID LOT THIRTY-SEVEN (37), N23°44'33"W 9.48 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT BEING THE INTERSECTION OF WEST BOUNDARY OF A TWENTY-FIVE (25) FOOT WIDE BUILDING SETBACK AND THE NORTH EDGE OF A PAVED DRIVE; THENCE S63°35'57"W 3.77 FEET ALONG THE NORTH EDGE OF SAID PAVED DRIVE TO A POINT; THENCE S66°15'26"W 59.96 FEET ALONG THE NORTH EDGE OF SAID PAVED DRIVE TO A POINT ON THE EAST BOUNDARY OF A TWENTY (20) FOOT WIDE UTILITY EASEMENT, SAID POINT BEING ON A 238.43 FOOT RADIUS CURVE CONCAVE TO THE NORTHEAST; THENCE LEAVING THE NORTH EDGE OF SAID PAVEMENT AND RUNNING NORTHWESTERLY 4.52 FEET ALONG SAID CURVE AND EASEMENT LINE, THE CHORD FOR WHICH BEING N23°04'23"W 4.52 FEET, TO A POINT ON THE NORTH BOUNDARY OF A TWENTY-EIGHT (28) FOOT WIDE UTILITY & PRIVATE ACCESS EASEMENT; THENCE N66°15'27"E 64.03 FEET ALONG THE NORTH LINE OF SAID EASEMENT TO A POINT ON THE WEST BOUNDARY OF A TWENTY-FIVE (25) FOOT WIDE BUILDING SETBACK, SAID POINT BEING ON A 145.00 FOOT RADIUS CURVE CONCAVE TO THE NORTHEAST; THENCE SOUTHEASTERLY 4.36 FEET ALONG SAID CURVE AND SETBACK LINE, THE CHORD FOR WHICH BEING S19°03'51"E 4.36 FEET, TO THE POINT OF BEGINNING, CONTAINING 288.62 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 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/access easement designated as follows:

SURVEY DESCRIPTION - EASEMENT AREA TO BE VACATED

A PART OF LOT NUMBERED THIRTY-SEVEN (37), CLARENDON HEIGHTS, BENTON COUNTY, ARKANSAS, AS SHOWN IN PLAT L202104510, BEING MORE PARTICULARLY DESCRIBED AS

FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT THIRTY-SEVEN (37), SAID POINT BEING A SET MAGNETIC NAIL; THENCE S66°15'27"W 19.68 FEET ALONG THE SOUTH LINE OF SAID LOT THIRTY-SEVEN (37) TO A POINT; THENCE LEAVING THE SOUTH LINE OF SAID LOT THIRTY-SEVEN (37), N23°44'33"W 9.48 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT BEING THE INTERSECTION OF WEST BOUNDARY OF A TWENTY-FIVE (25) FOOT WIDE BUILDING SETBACK AND THE NORTH EDGE OF A PAVED DRIVE; THENCE S63°35'57"W 3.77 FEET ALONG THE NORTH EDGE OF SAID PAVED DRIVE TO A POINT; THENCE S66°15'26"W 59.96 FEET ALONG THE NORTH EDGE OF SAID PAVED DRIVE TO A POINT ON THE EAST BOUNDARY OF A TWENTY (20) FOOT WIDE UTILITY EASEMENT, SAID POINT BEING ON A 238.43 FOOT RADIUS CURVE CONCAVE TO THE NORTHEAST; THENCE LEAVING THE NORTH EDGE OF SAID PAVEMENT AND RUNNING NORTHWESTERLY 4.52 FEET ALONG SAID CURVE AND EASEMENT LINE, THE CHORD FOR WHICH BEING N23°04'23"W 4.52 FEET, TO A POINT ON THE NORTH BOUNDARY OF A TWENTY-EIGHT (28) FOOT WIDE UTILITY & PRIVATE ACCESS EASEMENT; THENCE N66°15'27"E 64.03 FEET ALONG THE NORTH LINE OF SAID EASEMENT TO A POINT ON THE WEST BOUNDARY OF A TWENTY-FIVE (25) FOOT WIDE BUILDING SETBACK, SAID POINT BEING ON A 145.00 FOOT RADIUS CURVE CONCAVE TO THE NORTHEAST; THENCE SOUTHEASTERLY 4.36 FEET ALONG SAID CURVE AND SETBACK LINE, THE CHORD FOR WHICH BEING S19°03'51"E 4.36 FEET, TO THE POINT OF BEGINNING, CONTAINING 288.62 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 _____, 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:	4/28/2026	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 (VAC26-0012)
Action Recommendation & Justification:	Public Hearing and approval of an Ordinance vacating a Utility Easement Vacation located at Block 3, Lots 11-12 of Fairfield Addition (VAC26-0012).
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
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue

Fund(s) Impacted

(check all that apply)

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

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

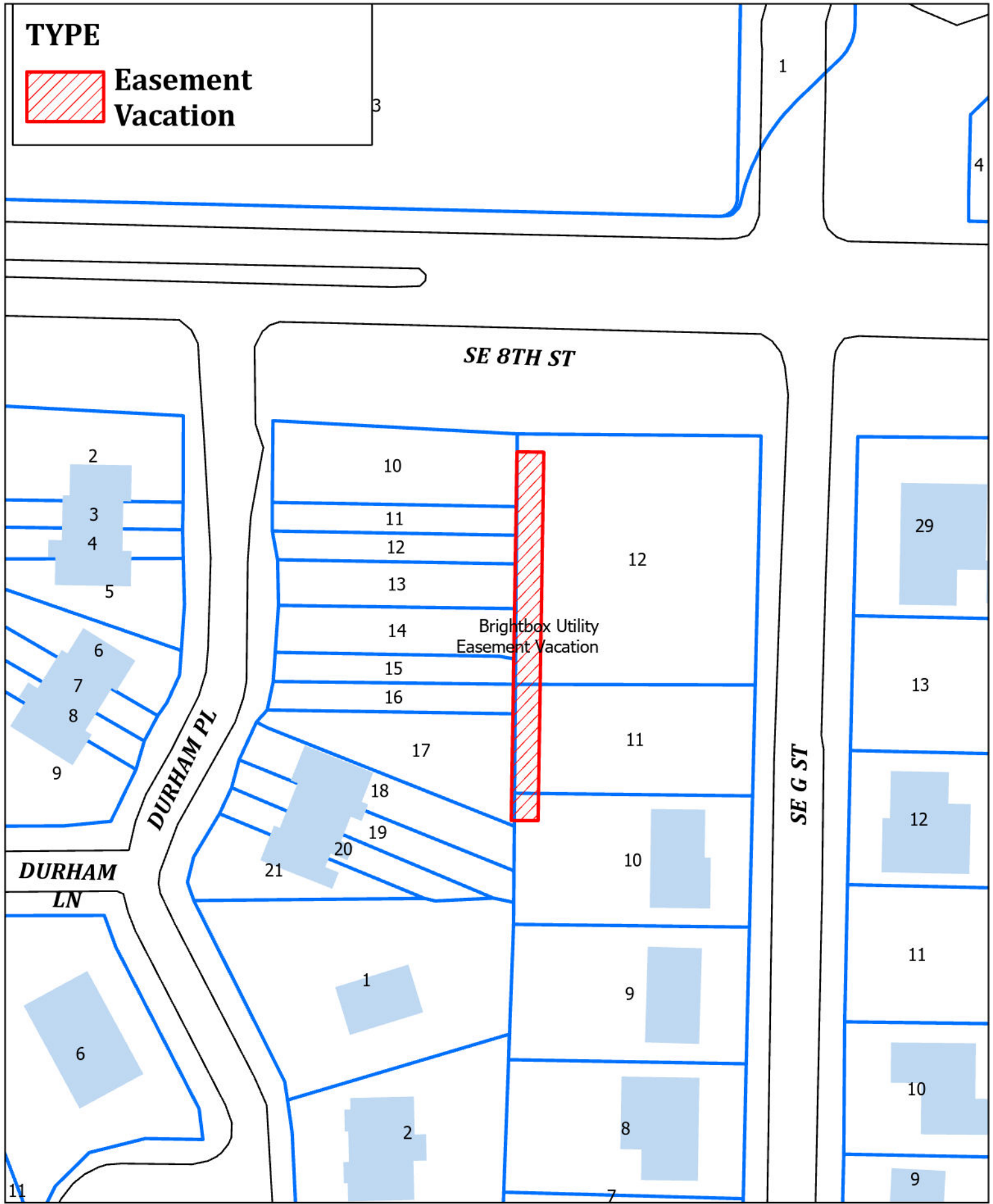
City Hall

305 SW A Street Bentonville, AR 72712

TYPE



**Easement
Vacation**



VAC26-0012
Brightbox Utility Easement Vacation
802 SE G St



ORDINANCE NO _____

**AN ORDINANCE VACATING UTILITY EASEMENT LOCATED AT BLOCK 3,
LOTS 11-12 OF FAIRFIELD ADDITION OF THE CITY OF BENTONVILLE,
ARKANSAS, BENTON COUNTY ARKANSAS (VAC26-0012).**

WHEREAS, a petition was filed with the City Council of the City of Bentonville, Arkansas, by Brightbox, 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 15-foot Utility Easement along the West side of Lot 11 & 12, Block 3 of Fairfield Addition to the City of Bentonville as shown on Play Book O Page 351 in the public records of Benton County, Arkansas, and being described by metes and bounds as follows:

COMMENCING from a set 5/8-inch rebar with cap LS1618, also being the Northwest Corner of said Lot 12;

THENCE along the West Boundary of said Lot 12 South 02°29'47" West, 10.00 feet to the POINT OF BEGINNING;

THENCE leaving said West Boundary South 87°30'51" East, 15.00 feet;

THENCE South 02°29'47" West, 205.90 feet to the South Boundary of Lot 11 as shown on the aforementioned Plat;

THENCE along said South Boundary North 88°03'27" West, 15.00 feet to a set 5/8-inch rebar with cap LS1618, also being the Southwest Corner of said Lot 11;

THENCE leaving said South Boundary North 02°29'47" East, 206.04 feet to the POINT OF BEGINNING containing 3,090 square feet or 0.07 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 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 15-foot Utility Easement along the West side of Lot 11 & 12, Block 3 of Fairfield Addition to the City of Bentonville as shown on Play Book O Page 351 in the public records of Benton County, Arkansas, and being described by metes and bounds as follows:

COMMENCING from a set 5/8-inch rebar with cap LS1618, also being the Northwest Corner of said Lot 12;

THENCE along the West Boundary of said Lot 12 South 02°29'47" West, 10.00 feet to the POINT OF BEGINNING;

THENCE leaving said West Boundary South 87°30'51" East, 15.00 feet;

THENCE South 02°29'47" West, 205.90 feet to the South Boundary of Lot 11 as shown on the aforementioned Plat;

THENCE along said South Boundary North 88°03'27" West, 15.00 feet to a set 5/8-inch rebar with cap LS1618, also being the Southwest Corner of said Lot 11;
THENCE leaving said South Boundary North 02°29'47" East, 206.04 feet to the POINT OF BEGINNING containing 3,090 square feet or 0.07 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 _____, 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:	4/28/2026	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 (VAC26-0015)
Action Recommendation & Justification:	Public Hearing and approval of an Ordinance vacating a Utility Easement Vacation located at 503 Crooked Road (VAC26-0015).
Additional Comments for Consideration (Optional):	

Amount for Approval:	\$ 0
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Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

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

Fund(s) Impacted

(check all that apply)

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

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

www.bentonvillear.com

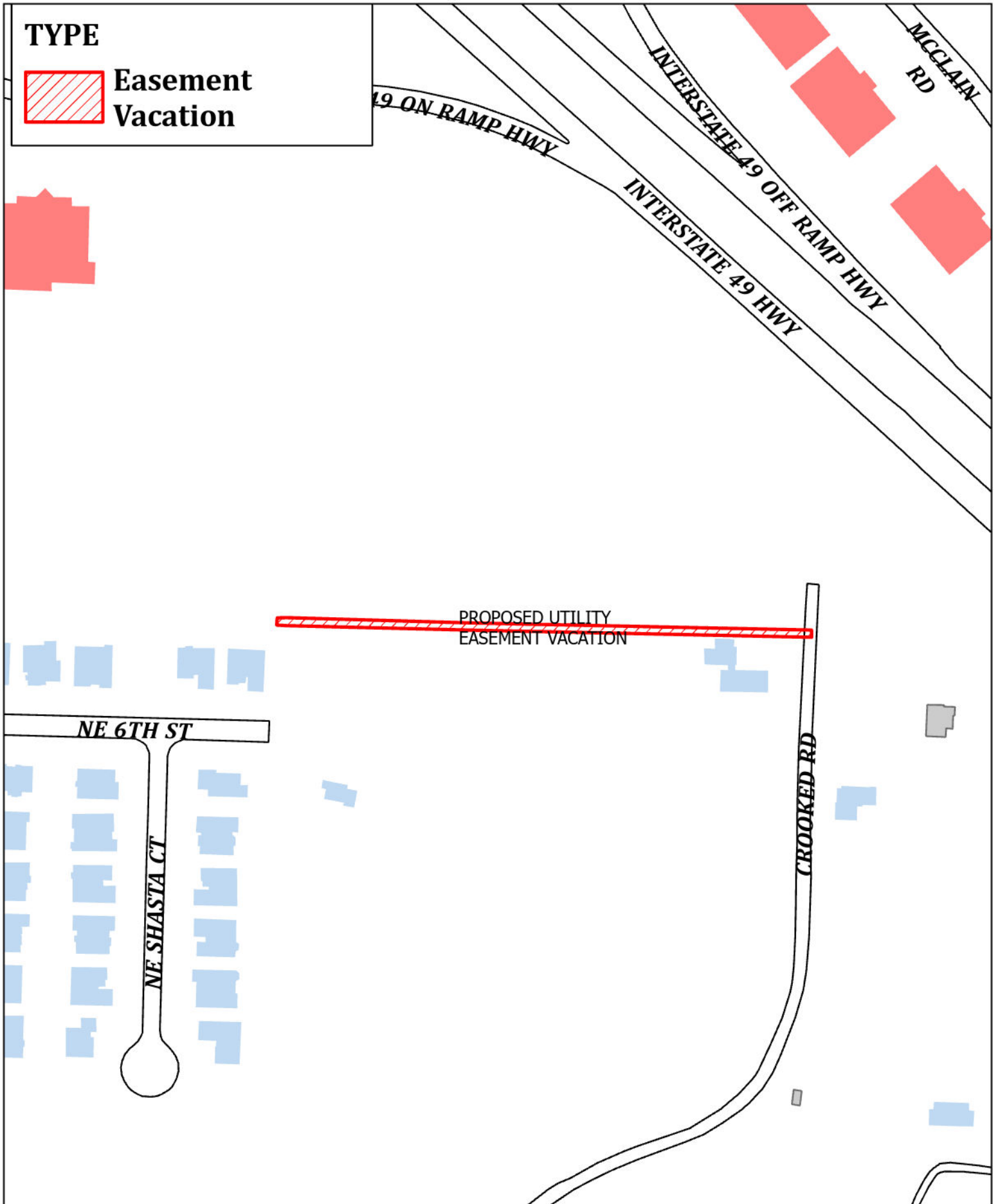
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TYPE



**Easement
Vacation**



VAC26-0015
Proposed Easement Vacation
503 CROOKED RD



ORDINANCE NO _____

**AN ORDINANCE VACATING UTILITY EASEMENT LOCATED AT 503
CROOKED ROAD OF THE CITY OF BENTONVILLE, ARKANSAS, BENTON
COUNTY ARKANSAS (VAC26-0015).**

WHEREAS, a petition was filed with the City Council of the City of Bentonville, Arkansas, by Gale Ventures 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:

Book 615, Page 927 Easement Description

All that tract or parcel of land, being situated in Bentonville, Benton County, Arkansas, being the 10-foot water line easement described in Book 615, Page 927, Benton County Clerk Records, being a portion of the South 1/2 of the Northeast 1/4 of Section 28, Township 20 North, Range 30 West, Fifth Principal Meridian, and being more particularly described as follows:

Beginning at the Southeast Corner of the Southwest 1/4 of the Northeast 1/4 of said Section 28; Thence, along the south line of said 1/4 of 1/4 Section, North 86°51'57" West a distance of 250.00 feet to the northeast corner of Lot 14 of the Final Plat of Blueberry Heights, Block 2, Lots 1 to 35 as described in Plat Book 3, Page 493, Benton County Clerk Records;

Thence, along said north line of Lot 14, North 86°33'01" West a distance of 13.27 feet;

Thence, along the east line of the property now or formerly of ALWF Lands LLC as described in Instrument Number L202436798, Benton County Clerk Records, North 02°34'37" East a distance of 10.00 feet;

Thence, the following four (4) courses:

- 1) South 86°33'01" East a distance of 13.39 feet;
- 2) South 86°51'57" East a distance of 249.95 feet;
- 3) South 87°09'54" East a distance of 468.53 feet;
- 4) South 02°50'06" West a distance of 10.00 feet to the south line of the Southeast 1/4 of the Northeast 1/4 of said Section 28;

Thence, along the south line of said 1/4 of 1/4 Section, North 87°09'54" West a distance of 468.56 feet to the Point of Beginning, and containing an area of 7,318 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 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:

Book 615, Page 927 Easement Description

All that tract or parcel of land, being situated in Bentonville, Benton County, Arkansas, being the 10-foot water line easement described in Book 615, Page 927, Benton County Clerk Records, being a portion of the South 1/2 of the Northeast 1/4 of Section 28, Township 20 North, Range 30 West, Fifth Principal Meridian, and being more particularly described as follows:

Beginning at the Southeast Corner of the Southwest 1/4 of the Northeast 1/4 of said Section 28; Thence, along the south line of said 1/4 of 1/4 Section, North 86°51'57" West a distance of 250.00 feet to the northeast corner of Lot 14 of the Final Plat of Blueberry Heights, Block 2, Lots 1 to 35 as described in Plat Book 3, Page 493, Benton County Clerk Records;

Thence, along said north line of Lot 14, North 86°33'01" West a distance of 13.27 feet;

Thence, along the east line of the property now or formerly of ALWF Lands LLC as described in Instrument Number L202436798, Benton County Clerk Records, North 02°34'37" East a distance of 10.00 feet;

Thence, the following four (4) courses:

- 1) South 86°33'01" East a distance of 13.39 feet;
- 2) South 86°51'57" East a distance of 249.95 feet;
- 3) South 87°09'54" East a distance of 468.53 feet;
- 4) South 02°50'06" West a distance of 10.00 feet to the south line of the Southeast 1/4 of the Northeast 1/4 of said Section 28;

Thence, along the south line of said 1/4 of 1/4 Section, North 87°09'54" West a distance of 468.56 feet to the Point of Beginning, and containing an area of 7,318 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 _____, 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:	4/28/2026	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 (VAC26-0022)
Action Recommendation & Justification:	Public Hearing and approval of an Ordinance vacating a Utility Easement Vacation crossing multiple parcels-01-00254-000, 01-00262-000 and 01-00256-000 (VAC26-0022).
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
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue

Fund(s) Impacted

(check all that apply)

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

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

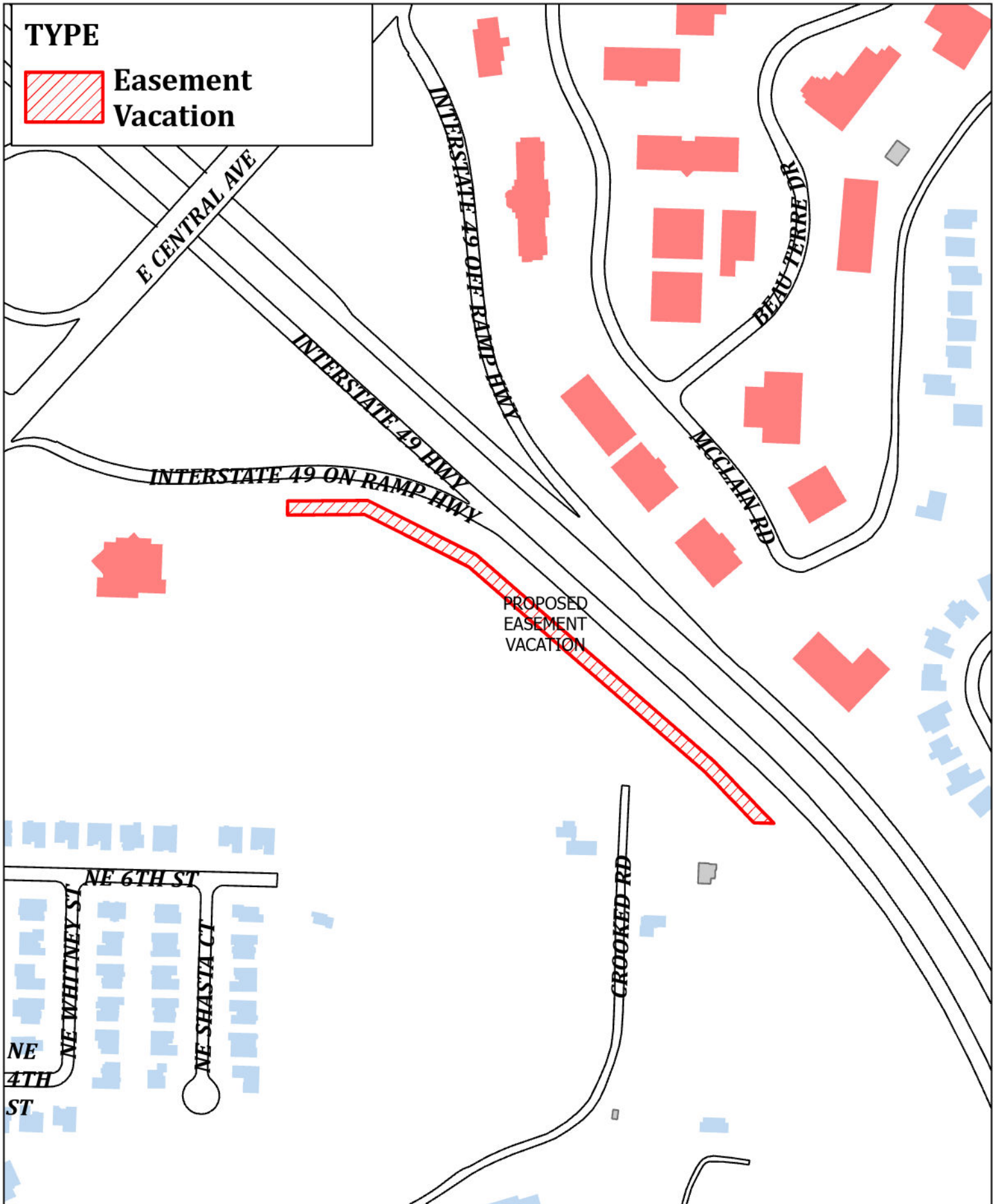
www.bentonvillear.com

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TYPE



**Easement
Vacation**



PROPOSED
EASEMENT
VACATION



VAC26-0022
Proposed Easement Vacation
500 CROOKED RD



ORDINANCE NO _____

**AN ORDINANCE VACATING UTILITY EASEMENT LOCATED CROSSING
PARCELS 01-00254-000, 01-00262-000 AND 01-00256-00 OF THE CITY OF
BENTONVILLE, ARKANSAS, BENTON COUNTY ARKANSAS (VAC26-0022).**

WHEREAS, a petition was filed with the City Council of the City of Bentonville, Arkansas, by Gale Ventures 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:

Instrument Number 93 39641 Easement Description

All that tract or parcel of land, being situated in Bentonville, Benton County, Arkansas, being the 30-foot gas line easement described in Instrument Number 93 39641, Benton County Clerk Records, being a portion of the South 1/2 of the Northeast 1/4 of Section 28, Township 20 North, Range 30 West, Fifth Principal Meridian, and being more particularly described as follows:

Commencing at the Southwest Corner of the Southeast 1/4 of the Northeast 1/4 of said Section 28; Thence, along the south line of said 1/4 of 1/4 Section, South 87°09'54" East a distance of 745.57 feet to the Point of Beginning;

Thence, the following four (4) courses:

- 1) North 42°19'14" West a distance of 150.81 feet;
 - 2) North 47°25'22" West a distance of 669.89 feet;
 - 3) North 61°43'56" West a distance of 248.66 feet;
 - 4) North 88°44'34" West a distance of 165.18 feet to the east line of the property now or formerly of ALWF Lands LLC as described in Instrument Number L202436798, Benton County Clerk Records;
- Thence, along said east property line, North 02°34'37" East a distance of 30.01 feet to the south right-of-way line of Interstate 49, also known as U.S. Highway 71;

Thence, along said right-of-way line the following four (4) courses:

- 1) South 88°44'34" East a distance of 171.69 feet;
- 2) South 61°43'56" East a distance of 259.63 feet;
- 3) South 47°25'22" East a distance of 674.99 feet;
- 4) South 42°19'14" East a distance of 182.31 feet to the south line of the Southeast 1/4 of the Northeast 1/4 of said Section 28;

Thence along the south line of said 1/4 of 1/4 Section, North 87°09'54" West a distance of 42.54 feet to the Point of Beginning, and containing an area of 37,847 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 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:

Instrument Number 93 39641 Easement Description

All that tract or parcel of land, being situated in Bentonville, Benton County, Arkansas, being the 30-foot gas line easement described in Instrument Number 93 39641, Benton County Clerk Records, being a portion of the South 1/2 of the Northeast 1/4 of Section 28, Township 20 North, Range 30 West, Fifth Principal Meridian, and being more particularly described as follows:

Commencing at the Southwest Corner of the Southeast 1/4 of the Northeast 1/4 of said Section 28; Thence, along the south line of said 1/4 of 1/4 Section, South 87°09'54" East a distance of 745.57 feet to the Point of Beginning;

Thence, the following four (4) courses:

- 1) North 42°19'14" West a distance of 150.81 feet;
 - 2) North 47°25'22" West a distance of 669.89 feet;
 - 3) North 61°43'56" West a distance of 248.66 feet;
 - 4) North 88°44'34" West a distance of 165.18 feet to the east line of the property now or formerly of ALWF Lands LLC as described in Instrument Number L202436798, Benton County Clerk Records;
- Thence, along said east property line, North 02°34'37" East a distance of 30.01 feet to the south right-of-way line of Interstate 49, also known as U.S. Highway 71;

Thence, along said right-of-way line the following four (4) courses:

- 1) South 88°44'34" East a distance of 171.69 feet;
- 2) South 61°43'56" East a distance of 259.63 feet;
- 3) South 47°25'22" East a distance of 674.99 feet;
- 4) South 42°19'14" East a distance of 182.31 feet to the south line of the Southeast 1/4 of the Northeast 1/4 of said Section 28;

Thence along the south line of said 1/4 of 1/4 Section, North 87°09'54" West a distance of 42.54 feet to the Point of Beginning, and containing an area of 37,847 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 _____, 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:	4/28/2026	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 (VAC26-0024)
Action Recommendation & Justification:	Public Hearing and approval of an Ordinance vacating a Utility Easement Vacation located on the north side of Block 2, Lot 8 of Robbinaire Heights (VAC26-0024).
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
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue

Fund(s) Impacted

(check all that apply)

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

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

TYPE



**Easement
Vacation**

MARJORIE ST

N RAINBOW FARM RD

**PROPOSED UTILITY
EASEMENT VACATION**

HARBISON ST

SW SHELL RD



VAC26-0024
Proposed Easement Vacation
3601 N RAINBOW FARM RD



ORDINANCE NO _____

**AN ORDINANCE VACATING UTILITY EASEMENT LOCATED AT LOT 8, BLOCK 2
OF ROBBINAIRE HEIGHTS OF THE CITY OF BENTONVILLE, ARKANSAS,
BENTON COUNTY ARKANSAS (VAC26-0024).**

WHEREAS, a petition was filed with the City Council of the City of Bentonville, Arkansas, by DHARINI JAYARAMAN 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 portion of the platted utility easement located along the north side of Lot 8, Block 2, Robbinaire Heights Subdivision, in the City of Bentonville, Benton County, Arkansas, as shown on the plat recorded as Replat P4-297 in the records of Benton County, Arkansas.

Said easement being a 15 foot of the 30-foot wide utility easement lying along and adjacent to the north property line of Lot 8, extending across said lot as shown on the recorded subdivision plat. This instrument vacates and abandons that portion of the 15-foot utility easement located along the north boundary of Lot 8, Block 2, Robbinaire Heights, within the City of Bentonville, Benton County, Arkansas.

WHEREAS, after due notice as required by law, the Council has at the time and place mentioned the notice, heard all persons desiring to be heard on the question; that all the owners of the property abutting the easement to be vacated have joined in the petition or consented to the granting of the petition; and the public interest and welfare will not be adversely affected by the abandonment of the above described 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 portion of the platted utility easement located along the north side of Lot 8, Block 2, Robbinaire Heights Subdivision, in the City of Bentonville, Benton County, Arkansas, as shown on the plat recorded as Replat P4-297 in the records of Benton County, Arkansas.

Said easement being a 15 foot of the 30-foot wide utility easement lying along and adjacent to the north property line of Lot 8, extending across said lot as shown on the recorded subdivision plat. This instrument vacates and abandons that portion of the 15-foot utility easement located along the north boundary of Lot 8, Block 2, Robbinaire Heights, within the City of Bentonville, Benton County, Arkansas.

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 _____, 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:	4/28/2026	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 (VAC26-0025)
Action Recommendation & Justification:	Resolution to set a Public Hearing for May 12, 2026 for a Utility Easement Vacation located on the westside of Block 2, Lot 8 of Robbinaire Heights (VAC26-0025).
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
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue

Fund(s) Impacted

(check all that apply)

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

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

www.bentonvillear.com

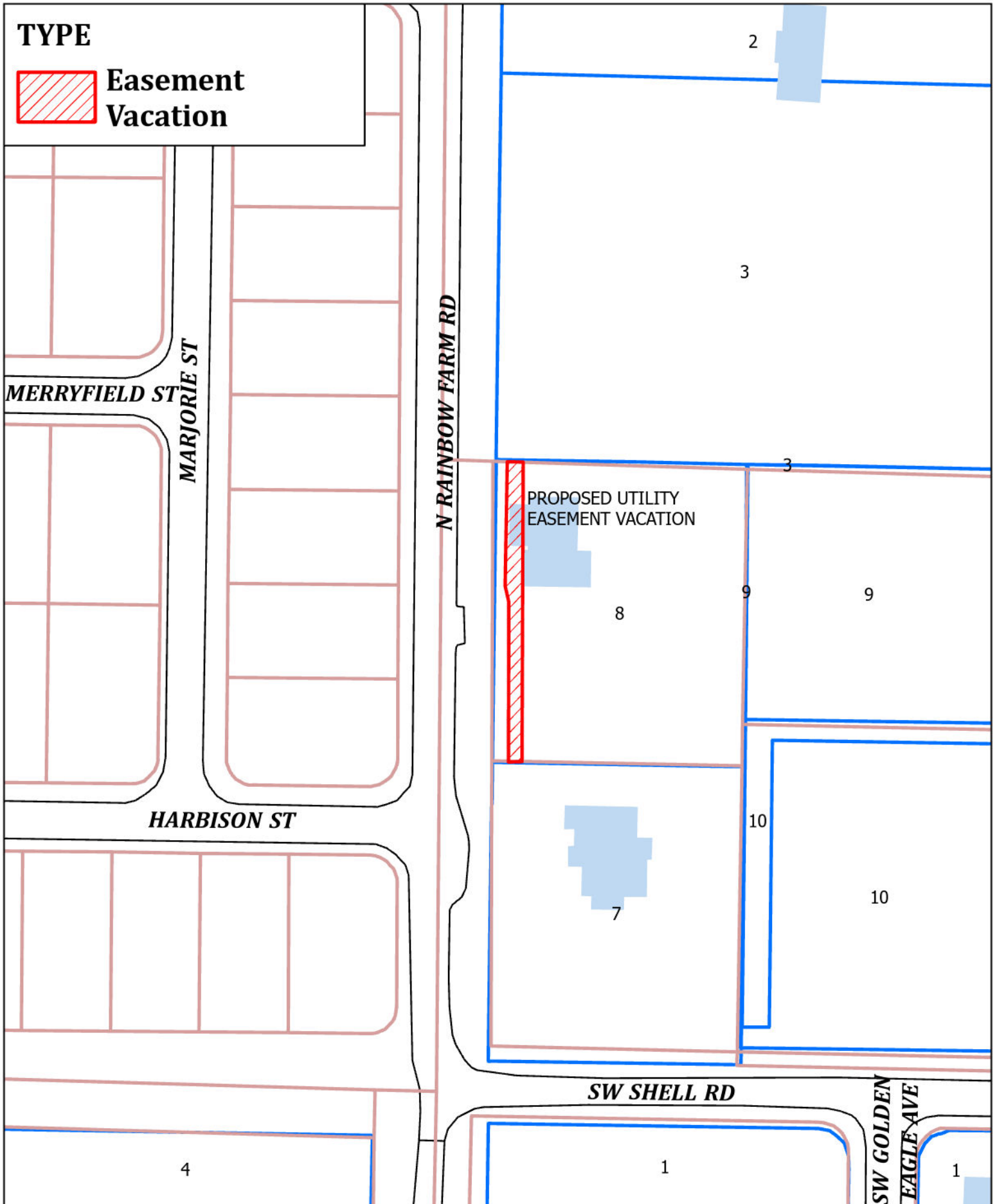
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TYPE



**Easement
Vacation**



VAC26-0025
Easement Vacation
3601 N RAINBOW FARM RD



RESOLUTION NO. _____

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

WHEREAS, a petition was duly filed with the City Council of Bentonville, Arkansas by DHARINI JAYARAMAN requesting a utility easement vacation (VAC26-0025) within the City of Bentonville, Arkansas be vacated, which said utility easement is described as follows:

A portion of the platted utility easement located on Lot 8, Block 2, Robbinaire Heights Subdivision (Replat P4-297), Bentonville, AR, described as follows:

West Boundary (N. Rainbow Farm Rd): A partial vacation of the 30-foot utility easement lying along the west property line, divided as follows:

1. For the portion occupied by the existing structure: A vacation of the easternmost 11 feet of said 30-foot utility easement, leaving a 19-foot utility easement remaining.
2. For the remainder of the West property line: A vacation of the easternmost 10 feet of said 30-foot utility easement, leaving a 20-foot utility easement remaining.

This instrument partially vacates and abandons the utility easement as described above within the City of Bentonville, Benton County, Arkansas, to bring the existing structure into conformity while maintaining a standard 20-foot utility corridor for the undeveloped portions of the property.

All other easements and portions of easements on Lot 8, Block 2, not specifically described for vacation herein, shall remain in full force and effect.

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 May 12, 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:	4/16/2026	Submitted By:	Tyler Overstreet
Phone:	4792713144	For Department(s):	Planning
Email:	tyler.overstreet@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 Accepting an Award from the Arkansas Site Development Program
Action Recommendation & Justification:	A Resolution accepting an award from the Arkansas Site Development Program in the amount of \$142,500.00 and authorizing the City to enter into a grant agreement with the Arkansas Economic Development Commission. A budget adjustment is needed.
Additional Comments for Consideration (Optional):	Planning will match \$7,125.00 from existing budgeted funds for total available funding of \$149,625.00.
Amount for Approval:	\$ 142,500.00

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

101610-33412	State Grant/Other	\$	\$ 142,500.00
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
101610-43210	Legal & Professional Services	\$ 142,500.00	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		\$	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		\$	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue

Fund(s) Impacted

(check all that apply)

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

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712



To: Bentonville City Council
From: Tyler Overstreet, Planning Director
Date: April 28, 2026
Subject: Resolution Accepting Arkansas Site Development Program Grant

Recommendation

Staff recommends approval of a resolution accepting an award from the Arkansas Economic Development Commission (AEDC) under the Arkansas Site Development Program in the amount of \$142,500.00, and authorizing the Mayor and City Clerk to enter into a Grant Agreement.

Overview

In 2025, the City submitted an application to the Arkansas Site Development Program to support the advancement of an Industry and Innovation District on a portion of approximately 120 acres of City-owned property in southwest Bentonville.

This effort is a key component of the City's long-term economic development strategy, focused on preparing the site to attract industrial, advanced manufacturing, technology, and innovation-based employer in alignment with the target industries identified in the Bold Bentonville Economic Development Strategy.

The broader project includes significant infrastructure investments—such as roadway extensions, sewer capacity improvements, and utility upgrades—intended to bring the site to a “shovel-ready” condition and improve its competitiveness for future private investment.

Grant Award and Scope

AEDC has awarded the City \$142,500.00 to support due diligence activities associated with the site. These activities include environmental assessments, site analysis, and other studies necessary to position the property for future development and potential site certification.

Due diligence is a critical first phase that informs infrastructure design, reduces development risk, and enhances the marketability of the site to prospective employers. Our goal is to apply for funding in future years to complete the remainder of the needed infrastructure improvements and site mitigation to make the industrial park a “shovel-ready” investment site.



Financial Impact

The grant is intended to offset eligible due diligence costs. The City will commit local match from the Planning Department's Legal and Professional Services account.

This award represents an early investment in a larger, multi-phase project with an estimated total cost exceeding \$9 million, primarily associated with infrastructure improvements necessary to fully activate the site.

Next Steps

Upon approval of the resolution:

- The City will execute a Grant Agreement with AEDC.
 - Staff will select a consultant to initiate and manage the required due diligence studies.
 - Findings from these studies will inform future design, infrastructure investment, and development strategy for the site.
-

Conclusion

This grant advances the City's efforts to:

- Expand Bentonville's inventory of development-ready sites
- Attract high-wage, targeted industries
- Support long-term economic diversification and job creation
- Align infrastructure investments with adopted plans and economic development priorities

Approval of this resolution positions the City to advance a key economic development priority and take the next step toward delivering a competitive, shovel-ready site for future investment.

Respectfully,

Tyler Overstreet, AICP
Bentonville Planning



Hugh McDonald
SECRETARY OF COMMERCE
Clint O'Neal
EXECUTIVE DIRECTOR,
ARKANSAS ECONOMIC
DEVELOPMENT COMMISSION

March 26, 2026

Tyler Overstreet
305 SW A St
Bentonville, AR 72712

RE: 2026 - Arkansas Site Development Program Award Notification

Dear Tyler,

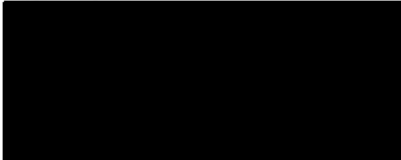
Thank you for applying for funding from the Arkansas Site Development Program Phase II. We appreciate the time and effort you dedicated to sharing the needs of your community's industrial site with us. As you know, the Arkansas Site Development Program is vital in ensuring that our state remains competitive for economic development projects for years to come.

After a careful review of all submissions, AEDC has selected the City of Bentonville to receive \$142,500 for due diligence purposes at BIDC.

AEDC will be reaching out in the coming weeks to provide the Arkansas Site Development Grant Agreement for signature and to answer any question you may have. In the meantime, please review the attached information to ensure your community is ready to receive the grant funds.

As a reminder, grantees may NOT begin to incur costs for reimbursement by the grant until after a grant agreement has been signed. Any expenditures related to the project that were made before the completion of the grant agreement will be deemed ineligible. Grantees will be required to sign a grant agreement within 6 months of the date of this letter or risk forfeiting the award funds.

AEDC is excited to partner with your community as you work to improve the competitiveness of your industrial site. Thank you for your leadership in ensuring Arkansas continues to have marketable products for job creation projects.



Clint O'Neal
Executive Director
Arkansas Economic Development Commission

I accept the terms and conditions of this award notification letter dated March 26, 2026.

Grantee

Date



Hugh McDonald
SECRETARY OF COMMERCE
Clint O'Neal
EXECUTIVE DIRECTOR,
ARKANSAS ECONOMIC
DEVELOPMENT COMMISSION

Arkansas Site Development Program Grant Award Next Steps March 2026

NEXT STEPS CHECKLIST

- ✓ Sign the Arkansas Site Development Grant Award Letter and return to AEDC
- ✓ **City or County Applicant:** If you are a city or county – pass the required resolution (details below)
- ✓ **Optioned Site:** If the grantee currently has an option on the site, it must be exercised, and the grantee must own the site at the time the grant agreement is signed.
- ✓ **Matching Funds:** Grantees will be required to have their cash or in-kind match available at the time the grant agreement is signed.

ELIGIBLE EXPENDITURES

- As a reminder, grantees may NOT begin to incur costs for reimbursement by the grant until after a grant agreement has been signed. Any expenditures related to the project that were made before the completion of the grant agreement will be deemed ineligible.
- All project expenditures must be completed within 24 months after the date of the grant award.

CITY OR COUNTY RESOLUTION

- If an approved applicants is a city or county, within ninety (90) days of receiving the award notification letter the city or county must provide to the Commission:
- A copy of a signed resolution passed by the city council or quorum court authorizing the governmental entity to:
 - Receive the grant funds from AEDC for the purposes stated in the application;
 - Expend any cash matching funds pledged by the governmental entity in the application; and
 - Provide any in-kind matching funds pledged by the governmental entity in the application.
- The resolution must be provided before any grant funds are disbursed by the Commission.

MATCHING FUNDS

Grantees will be required to have their cash or in-kind match available at the time the grant agreement is signed.

GRANT AGREEMENTS

AEDC will be providing a grant agreement for signature which will outline the terms and conditions of the grant award including the process by which grant funds will be dispersed to the grantee. AEDC will also reach out to schedule a call with each grantee to discuss your specific project and any questions you may have regarding the grant agreement or reimbursement process.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ACCEPT AN ARKANSAS SITE DEVELOPMENT PROGRAM GRANT AWARD FROM THE ARKANSAS ECONOMIC DEVELOPMENT COMMISSION, IN THE AMOUNT OF ONE HUNDRED FORTY-TWO THOUSAND FIVE HUNDRED DOLLARS (\$142,500.00), SUPPORTING THE ADVANCEMENT OF AN INDUSTRY AND INNOVATION DISTRICT; AMENDING THE 2026 BUDGET; AND FOR OTHER PURPOSES.

WHEREAS, the Arkansas Economic Development Commission (AEDC) administers the Arkansas Site Development Program to assist communities in preparing sites for economic development opportunities;

WHEREAS, the City of Bentonville submitted an application for funding under the Arkansas Site Development Program Phase II;

WHEREAS, AEDC notified the City that it has been awarded grant funding in the amount of One Hundred Forty-Two Thousand Five Hundred Dollars (\$142,500.00) for due diligence activities;

WHEREAS, the required five percent (5%) local match will be covered using Planning Department Legal and Professional Services funds; 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 AEDC, in the amount of one hundred forty-two thousand five hundred dollars (\$142,500.00), to support the advancement of an Industry and Innovation District;

Section 2: The 2026 Budget is hereby adjusted to recognize one hundred forty-two thousand five hundred dollars (\$142,500.00) into Account #101610-33412 – State Grant/Other and appropriate the same into Account #101610-43210 – Legal & Professional Services;

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:

ATTEST:

Stephanie Orman, MAYOR

Malorie Marrs, CITY CLERK



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	4/28/2026	Submitted By:	Dan Weese
Phone:	479-426-2050	For Department(s):	Transportation
Email:	dan.weese@bentonville.ar.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Resolution to Approve a Carroll Electric Memorandum of Understanding
Action Recommendation & Justification:	Approval of a resolution to allow the Mayor to sign the attached Memorandum of Understanding with Carroll Electric Cooperative Corporation. 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: _____

Budget Adjustment (to be completed by Finance when applicable)

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

Fund(s) Impacted

(check all that apply)

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

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

Memorandum of Understanding

I. Parties

This Memorandum of Understanding (this **MOU**) is made and entered into as of _____, _____, 2026 (the **Effective Date**), by and between:

1. **Carroll Electric Cooperative Corporation**, a corporation organized and existing under the laws of the State of Arkansas, having its principal place of business at 920 Hwy 62 Spur, Berryville, AR 72616 (**CECC**); and
2. **The City of Bentonville**, a city/municipality organized and existing under the laws of the State of Arkansas, having its principal place of business at 305 SW A St., Bentonville, AR 72712 (**City**).
3. Carroll Electric Cooperative Corporation and The City of Bentonville are sometimes referred to individually as a **Party** and collectively as the **Parties**.

II. Recitals

1. **Opal Road Project.** CECC has been requested to perform certain utility work associated with a project for the City referred to as the **Opal Road Project**, located near the intersection of Opal Road and SW Vendor Blvd., Bentonville, Arkansas, and specified by CECC as Work order # 56873, which involves the replacement of three CECC transmission structures with taller structures to allow the City to safely construct and operate a new line underneath the CECC transmission line (the **Opal Road Project**) and
2. **Greenhouse Road Project.** CECC has incurred preliminary engineering expenses and expects to incur other utility relocation-related and easement acquisition costs in connection with the street widening project commonly referred to as the **Greenhouse Road Project**, located in Bentonville, Arkansas and referred to as **ARDOT Project Number 090628** (the **Greenhouse Road Project**).

3. **Preliminary Engineering.** The costs incurred by CECC for the preliminary engineering work to date total \$95,202.25. CECC has not yet been paid for said preliminary engineering work. If CECC is to incur any further preliminary engineering expenses in addition to the construction, relocation and easement acquisition costs for the relocation of CECC's facilities for the Greenhouse Road Project, said charges will be discussed and agreed to in advance in writing by the parties and will be handled through the ARDOT Utility Relocation process for reimbursement.
4. **Arkansas Department of Transportation Requirements.** The Arkansas Department of Transportation (ARDOT) has established certain rules, regulations, policies, procedures, standards, and requirements governing the relocation of utilities in connection with certain ARDOT and/or federally funded transportation projects within the State of Arkansas, including requirements relating to the eligibility, processing, and payment of reimbursement for preliminary engineering and utility relocation costs. ARDOT requirements apply to the Greenhouse Road Project.
5. **Role of The City of Bentonville.** The City is the project sponsor with responsibility for coordinating with ARDOT regarding the Greenhouse Road Project and for undertaking, submitting, or supporting the applications, documentation, and other actions with ARDOT as may be necessary or appropriate to obtain reimbursement of eligible utility relocation and easement costs, including preliminary engineering work. The City agrees that CECC has no obligation to proceed with either the Greenhouse Road Project or the Opal Road Project without an agreement in place between CECC and the City.
6. **Purpose.** The Parties desire to memorialize their mutual understanding that upon the City signing an agreement with CECC regarding engineering and relocation costs on the Opal Road Project, CECC will proceed with the Utility Work on the Opal Road Project and the City will promptly pay to CECC all engineering and relocation costs related to the Opal Road Project, in reliance upon and conditioned upon the City's commitment to proceed diligently and in good faith with all applicable requirements under ARDOT's rules, regulations, and requirements so as to pursue, request, and, to the extent permitted by law and applicable funding, obtain reimbursement for CECC's preliminary engineering and other relocation and easement costs associated with the Greenhouse Road Project.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

III. Definitions

For purposes of this MOU, the following terms shall have the meanings set forth below:

1. **Applicable ARDOT Requirements** means, collectively, all applicable statutes, regulations, administrative rules, policies, manuals, guidelines, forms, directives, standards, and procedures of ARDOT, (and, to the extent applicable, of the Federal Highway Administration or other governmental authorities) governing the relocation of utilities and the eligibility, submission, review, approval, and payment of reimbursement for preliminary engineering and utility relocation and easement acquisition costs in connection with the Greenhouse Road Project, as such requirements may be amended from time to time.
2. **Eligible Costs** means those costs incurred by CECC in connection with the Greenhouse Road Project that are eligible for reimbursement under the Applicable ARDOT Requirements.
3. **Greenhouse Road Preliminary Engineering and Relocation Costs** means all preliminary engineering, design, easement acquisition, and relocation-related costs incurred by CECC for utility relocation work associated with the Greenhouse Road Project, including, without limitation, the costs of preliminary engineering, relocation costs, and easement acquisition costs.
4. **Utility Work** means the engineering, design, coordination, procurement, construction, installation, adjustment, protection, removal, replacement, and/or relocation of CECC utility facilities and associated appurtenances made necessary by, or undertaken in connection with, the Opal Road Project and/or the Greenhouse Road Project.

IV. Nature and Intent of this MOU

1. **Binding Intent.** The Parties expressly state and agree that this MOU is intended to create binding legal obligations between the Parties with respect to:
 1. CECC's obligation to proceed with the Utility Work on the Opal Road Project, subject to and in reliance upon the undertakings of The City set forth herein; and
 2. The City's obligations to proceed with and perform the undertakings set forth herein regarding compliance with the Applicable ARDOT Requirements and the pursuit of reimbursement of the Greenhouse Road Preliminary Engineering and Relocation costs for CECC.
2. **No Direct Obligation of ARDOT.** Nothing in this MOU shall be construed to create any obligation or liability on the part of ARDOT or any other governmental authority in favor of either Party. The obligations of the City under this MOU are obligations of the City only and do not constitute a guaranty that ARDOT or any other governmental authority will approve or pay reimbursement for any particular cost.

A. Obligations of Carroll Electric Cooperative Corporation

1. **Opal Road Project.** Subject to the terms and conditions of this MOU, and the City signing an agreement to reimbursement CECC's relocation and engineering costs in connection with the Utility Work on the Opal Road Project, CECC agrees to proceed with the Utility Work necessary for the Opal Road Project, which shall include, to the extent applicable and mutually agreed, construction, installation, relocation, and/or adjustment of CECC's facilities in accordance with the plans and specifications approved by the City.
2. **Greenhouse Road Project.** CECC shall not perform any further Utility Work of any kind on the Greenhouse Road Project without an agreement in place between the parties, and/or the parties and ARDOT, if applicable.
3. **Documentation and Cost Tracking Greenhouse Road Project.** With respect to the Greenhouse Road Preliminary Engineering and Relocation Costs, CECC shall:

- a. maintain books and records, including invoices, time sheets, contracts, purchase orders, payment records, and supporting documentation, in sufficient detail to demonstrate the nature and amount of such costs;
 - b. furnish to the City, upon reasonable request and within reasonable time frames, copies of such documentation as may be reasonably required to support reimbursement applications or submittals made to ARDOT or other funding agencies; and
 - c. cooperate in good faith with the City to clarify and supplement cost documentation as reasonably requested in connection with the reimbursement process.
4. **Cooperation.** CECC shall reasonably cooperate with the City in connection with:
- a. the preparation and submission of any applications, forms, or supporting materials required by ARDOT under the Applicable ARDOT Requirements to obtain reimbursement of Eligible Costs;
 - b. responding to inquiries or requests for information from ARDOT or other oversight authorities concerning the Greenhouse Road Preliminary Engineering and Relocation Costs; and
 - c. any audits or reviews undertaken by ARDOT or other authorized entities with respect to such costs.

B. Obligations of the City of Bentonville

1. **General Commitment.** The City acknowledges that CECC has agreed to proceed with the Utility Work on the Opal Road Project in reliance upon the City's undertakings under this MOU, including the City's obligation to sign an agreement with CECC regarding the Utility Work for the Opal Road Project and the City's obligation to make every reasonable effort to obtain reimbursement for the Greenhouse Road Preliminary Engineering and Relocation Costs.

- 2. Opal Road Project.** The City will promptly pay all invoiced amounts associated with the Opal Road Project within thirty (30) days of receiving an invoice from CECC for said Utility Work on the Opal Road Project.
- 3. Diligence and Good Faith.** Additionally, the City agrees to proceed diligently, in good faith, and in a commercially reasonable manner with all actions required of the City under the Applicable ARDOT Requirements to seek and pursue reimbursement to CECC for the Greenhouse Road Preliminary Engineering and Relocation Costs.
- 4. Compliance with Applicable ARDOT Requirements.** Without limiting the generality of the foregoing, the City shall:
 - a. identify, review, and comply with the Applicable ARDOT Requirements relating to the reimbursement of Eligible Costs for utility relocation work and easement acquisition on the Greenhouse Road Project;
 - b. timely prepare, execute, and submit to ARDOT all applications, requests, agreements, certifications, and other documents required from the City under the Applicable ARDOT Requirements for reimbursement of Eligible Costs;
 - c. provide or cause to be provided to ARDOT such additional information, clarifications, and supporting documentation as may be reasonably requested by ARDOT in connection with its review of reimbursement requests; and
 - d. timely follow up with ARDOT regarding the status of reimbursement requests and take such additional actions as may be reasonably necessary or appropriate, consistent with applicable law, to facilitate review and approval of such requests.
- 5. Best Efforts to Secure Reimbursement.** The City shall use its best efforts, consistent with applicable law and funding availability, to secure approval and payment by ARDOT (and, if applicable, federal or other funding sources) of reimbursement to CECC for the Greenhouse Road Preliminary Engineering and Relocation Costs. Such best-efforts obligation shall include, as appropriate:
 - a. Promptly signing any agreements presented and/or prepared by ARDOT in relation to the Greenhouse Road Project.

- b. timely filing of complete and accurate reimbursement submissions;
- c. correction or supplementation of submissions if deficiencies are identified;
- d. appeals or requests for reconsideration where reasonably warranted and permissible under the Applicable ARDOT Requirements; and
- e. reasonable advocacy on behalf of CECC's reimbursement claims within the framework of applicable legal and ethical restrictions.

6. Coordination with Carroll Electric Cooperative Corporation. The City shall:

- a. promptly inform CECC of any material correspondence, determination, approval, denial, or request for information from ARDOT that specifically concerns the Greenhouse Road Preliminary Engineering and Relocation Costs;
- b. provide CECC with copies of any final ARDOT determinations approving or disallowing reimbursement of such costs; and
- c. consult with CECC to the extent practicable, prior to taking positions or making representations to ARDOT that materially affect CECC's reimbursement interests.

7. No Guarantee of ARDOT Action. The Parties acknowledge and agree that The City's obligations under this MOU are obligations of diligent and good-faith performance, and that the City does not and cannot guarantee that ARDOT or any other funding source will:

- a. approve any particular cost incurred by CECC;
- b. approve reimbursement in any particular amount; or
- c. approve reimbursement within any particular time frame.

The inability to secure reimbursement from ARDOT, despite the City's compliance with its obligations under this MOU, shall not, in and of itself, constitute a breach of this MOU by the City, but the City's failure to exercise the efforts and perform the actions required under this Section shall constitute a material breach.

8. **Remittance to Carroll Electric Cooperative Corporation.** Within fifteen (15) days after the City's receipt of such reimbursement funds, the City shall remit to CECC the portion of such funds allocable to CECC's Eligible Costs.
9. **Disallowed Costs.** If ARDOT or any funding authority disallows all or any portion of a reimbursement request relating to CECC's Greenhouse Road Preliminary Engineering and Relocation Costs, the City shall promptly notify CECC in writing and provide:
 - a. a copy of the relevant determination or explanation issued by ARDOT or the funding authority; and
 - b. a statement of any appeal or reconsideration options and deadlines known to the City.
 - c. The City shall pursue any available appeal or reconsideration.
10. **Costs Determined to be Ineligible by ARDOT.** Nothing in this MOU shall prevent CECC from making a claim against any party in the future for any unreimbursed costs for which ARDOT has denied reimbursement regarding the Greenhouse Road Preliminary Engineering and Relocation Costs, subject to any written agreements that the parties may reach hereafter.

V. Term, Termination, and Survival

1. **Term.** This MOU shall commence on the Effective Date and shall remain in full force and effect until the earliest to occur of:
 - a. final completion of the Utility Work for the Opal Road Project and final resolution of all reimbursement claims relating to Greenhouse Road Preliminary Engineering and Relocation Costs; or
 - b. termination by mutual written agreement of the Parties; or
2. **Termination for Material Breach.**
 - a. If either Party (the **Defaulting Party**) materially breaches any of its obligations under this MOU and fails to cure such breach within thirty (30) days after written

notice from the other Party (the **Non-Defaulting Party**) specifying in reasonable detail the nature of the breach, then the Non-Defaulting Party may terminate this MOU by delivering written notice of termination to the Defaulting Party.

- b. Termination pursuant to this Section shall not limit or waive any remedies at law or in equity that may be available subject to any limitations set forth in this MOU or under applicable law.

3. Effect of Termination.

- a. Termination of this MOU shall not relieve either Party of any obligations accrued but unsatisfied as of the effective date of termination, including the obligation of the City to continue all reasonable efforts to obtain reimbursement for CECC for the Greenhouse Road Preliminary Engineering and Relocation Costs or to remit to CECC any reimbursement amounts received and allocable to CECC's Eligible Costs.
- b. Termination shall not affect any rights or obligations that expressly or by their nature are intended to survive termination.
- c. rights or claims under this MOU as a third-party beneficiary or otherwise.

VI. Dispute Resolution

1. **Informal Negotiation.** In the event of any dispute, controversy, or claim arising out of or relating to this MOU, the Parties shall first endeavor in good faith to resolve the matter through informal negotiations between senior representatives of each Party. Either Party may initiate such negotiations by delivering written notice to the other Party describing the nature of the dispute.
2. **Litigation.** If the dispute is not resolved through negotiation or, if undertaken, mediation, then either Party may pursue any remedies available at law or in equity, subject to any limitations under applicable law, including any requirements for notice, claims procedures, or exhaustion of administrative remedies.

3. **Continued Performance.** Pending final resolution of any dispute (except to the extent that such continued performance is rendered impossible or unlawful), the Parties shall continue to perform their undisputed obligations under this MOU.

VII. Miscellaneous

1. **Governing Law.** This MOU shall be governed by, and construed in accordance with, the laws of the State of Arkansas, without regard to its conflict-of-law rules.
2. **Venue.** Subject to any mandatory jurisdictional or venue requirements applicable to the City as a governmental entity, any action or proceeding arising out of or relating to this MOU shall be brought in a court of competent jurisdiction located in Benton County, Arkansas, and each Party hereby consents to the jurisdiction and venue of such courts.
3. **Entire Agreement.** This MOU, including all exhibits attached hereto, constitutes the entire understanding and agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous negotiations, understandings, letters of intent, term sheets, and agreements, whether written or oral, relating to such subject matter.
4. **Amendments.** This MOU may be amended, modified, or supplemented only by a written instrument signed by duly authorized representatives of both Parties.
5. **No Assignment.** Neither Party may assign or transfer this MOU or any of its rights or obligations hereunder without the prior written consent of the other Party; provided, however, that either Party may assign this MOU to a successor entity in connection with a reorganization or consolidation, subject to applicable law and provided that such successor assumes all obligations hereunder.
6. **Independent Contractors.** The Parties are independent contractors. Nothing in this MOU shall be construed to create a partnership, joint venture, agency, or employment relationship between the Parties.
7. **Notices.** All notices, requests, consents, demands, and other communications required or permitted under this MOU shall be in writing and shall be deemed given:

- a. when delivered personally;
- b. on the date sent by email (with confirmation of transmission) if sent during normal business hours on a business day (or on the next business day if sent after normal business hours or on a non-business day), provided that a copy is also sent by one of the other methods described herein; or
- c. on the date received (or refusal of delivery) if sent by nationally recognized overnight courier or by certified or registered mail, return receipt requested, postage prepaid,
- d. in each case addressed as follows (or to such other address as either Party may designate by written notice to the other):

- If to Carroll Electric Cooperative Corporation:

Kean Steely

Vice President, Engineering & Operations

P.O. Box 4000 | 920 Hwy 62 Spur, Berryville, AR 72616

ksteely@carrollecc.com

(800) 432-9720, Ext. 1100

- If to The City of Bentonville:

Name/Title _____

Address _____

Email _____

Telephone _____

8. **Severability.** If any provision of this MOU is held to be invalid, illegal, or unenforceable in any respect, the remaining provisions shall remain valid, legal, and enforceable to the fullest extent permitted by law, and the Parties shall negotiate in good faith to replace such invalid, illegal, or unenforceable provision with a valid, legal, and enforceable provision that most

closely reflects the Parties original intent. However, CECC's obligation to proceed with the Opal Road Project shall not continue if, for any reason, the City is relieved of its obligation to make all reasonable efforts to seek reimbursement for CECC's Greenhouse Road Preliminary Engineering and Relocation Costs from ARDOT.

9. **Waiver.** No waiver of any provision of this MOU shall be effective unless in writing and signed by the Party against whom the waiver is sought to be enforced. No waiver of any breach or default shall be deemed a waiver of any subsequent breach or default.
10. **Counterparts; Electronic Signatures.** This MOU may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Signatures transmitted by electronic means (including scanned PDF or electronic signature technology permitted by applicable law) shall be deemed original signatures for all purposes.
11. **Headings.** The headings in this MOU are for convenience of reference only and shall not affect the interpretation of this MOU.
12. **Further Assurances.** Each Party agrees to execute and deliver such further documents and to take such further actions as may be reasonably necessary or appropriate to carry out the purposes and intent of this MOU, including providing information or documentation reasonably required to comply with the Applicable ARDOT Requirements.

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding as of the Effective Date first written above.

Carroll Electric Cooperative Corporation:

By: _____

Name: _____

Title: _____

Date: _____

The City of Bentonville:

By: _____

Name: _____

Title: _____

Date: _____

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO
AN AGREEMENT WITH CARROLL ELECTRIC COOPERATIVE CORPORATION;
AND FOR OTHER PURPOSES.**

WHEREAS, the Bentonville Transportation Department desires to enter into a Memorandum of Understanding with Carroll Electric Cooperative Corporation regarding the payment of preliminary engineering fees for the Greenhouse Road project. Said fees are subject to 80 percent ARDOT reimbursement and then will be shared with the City of Centerton.

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 the Memorandum of Understanding with Carroll Electric Cooperative Corporation.

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:	4/14/2026	Submitted By:	Dan Weese
Phone:	479-254-2024	For Department(s):	Engineering
Email:	Dan.weese@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 Approving a Contract with FUSE Corps for an Executive Fellowship Program
Action Recommendation & Justification:	Resolution to enter into a contract with FUSE Corps, a California nonprofit corporation, for an Executive Fellowship to build Stormwater and Floodplain Framework and Implementation Plan. The program will pay for an Executive Fellow for a two-year period at a cost of \$20,000.00 to the City. The FUSE Executive Fellow will lead cross-departmental coordination to establish a clear citywide stormwater framework and move forward a coordinated implementation strategy. A budget adjustment is needed to reallocate funding.
Additional Comments for Consideration (Optional):	
Amount for Approval:	\$ 20,000.00

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

101630-43210	Legal & Professional Services	\$ 20,000.00	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
101010-43210	Legal & Professional Services	\$ (20,000.00)	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		\$	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		\$	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue

Fund(s) Impacted

(check all that apply)

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

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

www.bentonvillear.com

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**MASTER AGREEMENT
BETWEEN THE CITY OF BENTONVILLE, ARKANSAS AND
FUSE CORPS, A CALIFORNIA NONPROFIT CORPORATION**

THIS MASTER AGREEMENT (“Agreement”) is made and entered into by and between FUSE Corps, a California nonprofit corporation (“FUSE”) and the City of Bentonville, Arkansas (“City”).

RECITALS

WHEREAS, FUSE is a nonprofit organization that operates an executive fellowship program dedicated to partnering with local governments and communities to more effectively address pressing challenges; and

WHEREAS, FUSE recruits, hires as employees, and places highly experienced professionals in governmental entities (the “Executive Fellows” and each, an “Executive Fellow”) who are enrolled in the FUSE Executive Fellowship Program (the “Program”); and

WHEREAS, in connection with the Program, the City, through its various Agencies and Departments, may at its discretion accept the appointment of one or more FUSE Executive Fellows, in each case for the purpose of providing additional capacity in order to advance the goals of a specifically defined Executive Fellowship Project (the “Project”).

WHEREAS, it is the intent of the parties that one or more City Agencies and Departments may participate in the Program by agreeing to place one or more Executive Fellows in accordance with the terms and conditions of Individual Placement Agreements in substantially the forms attached hereto as Attachment 1 (“Individual Placement Agreement”);

WHEREAS, the parties agree that funding commitments shall be set forth in each Individual Placement Agreement by each City Agency or Department that has requested the Executive Fellow(s); and

WHEREAS, it is the intent of the parties that this Master Agreement shall govern the general terms and conditions between the City, including all of the participating Agencies and Departments of the City, and FUSE as it relates to the City’s participation in the Program; and

NOW, THEREFORE, in consideration of the premises and mutual terms, covenants and conditions contained herein, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Term and Effective Date. The Term of this Agreement shall commence as of the date signed and expire on October 20, 2028, unless earlier terminated by the parties in accordance with the terms of this Agreement, (the “Term”). During the Term, all City Agencies wishing to participate in the Program must adhere to this Agreement.

2. Placement. Upon completion and execution of Individual Placement Agreements between FUSE and an authorized representative of an Agency or Department of the City, FUSE

shall place Executive Fellows with the City in accordance with the terms of the Individual Placement Agreements, and the City shall accept such placements and agree to meet the requirements set forth therein.

3. Services. The services to be provided by FUSE under this agreement for each Executive Fellow that the City agrees to place are summarized in the corresponding Individual Placement Agreements.

4. Program Fee. For the specific project detailed in the Individual Placement Agreement included as Attachment #1, the City will pay a total fee of \$20,000 to FUSE (the “Program Fee”) for one Executive Fellow. This amount reflects a discount from FUSE’s standard Program Fee of \$180,000 per fellow, per year. Program Fees for any subsequent Individual Placement Agreements will be specified within those agreements. The Program Fee constitutes a flat-fee payment in exchange for the mutually agreed value of the services to be provided by FUSE and is not associated with any form of ‘time and materials’ or ‘billable hours and direct costs’ arrangement. The representative services to be provided by FUSE in exchange for the Program Fee are summarized in each Individual Placement Agreement, including a wide range of programmatic services provided by FUSE as well as the direct, day-to-day work of the Executive Fellow. These services include various pre-fellowship program activities conducted by FUSE over several months preceding the start date of the Executive Fellow, in addition to the services provided throughout the 24-month appointment period of the Executive Fellowship Project.

5. Payment Schedule. FUSE will submit invoices for the Program Fee to the financially responsible parties and according to the payment schedule detailed in each Individual Placement Agreement.

6. Executive Fellow Compensation. FUSE shall hire each Executive Fellow as an employee and provide for compensation and benefits to be provided to each Executive Fellow in exchange for services rendered in service to this Agreement and the corresponding Individual Placement Agreement. Except as described in Section 9 with respect to reimbursement of expenses, the City shall not be required or permitted to pay any supplemental compensation or provide any other form of compensation to the Executive Fellow or FUSE at any time.

7. Fellowship and Supervisory Support. The Executive Fellow will be available to the City during the term of the appointment period with respect to the services described in each Individual Placement Agreement. The City shall provide each Executive Fellow with any relevant background information and materials, introductions to key stakeholders as determined by the City, regular feedback related to the nature and progress of the project at all stages of the work, as well as guidance and management as necessary to carry out the project.

8. Workspace. The City agrees to provide each Executive Fellow with a dedicated workspace, telephone services or similar means of communication, a computer, internet access, security clearance as appropriate and necessary to access the designated workplace and computing systems, office supplies, and any other physical or information resources related to the performance of services described in the Individual Placement Agreement. In a virtual or

hybrid work setting, the City will provide the Executive Fellow with the appropriate technology and access permissions required to carry out the project.

9. Expenses. During an Executive Fellow's appointment, the City, at its sole discretion, may authorize and pay for any reasonable project-related expenses incurred by the Executive Fellow in connection with the performance of services pursuant to the Individual Placement Agreement including, without limitation, business expenses, travel expenses, and office supplies, all in accordance with the City's applicable policies and procedures. FUSE does not anticipate that an Executive Fellow will normally incur any reimbursable expenses in the performance of their work, unless it is deemed necessary to do so by representatives of the City. In that instance, representatives of the City shall approve expenses at their sole discretion and also determine a means by which to provide the Executive Fellow with appropriate reimbursement within a reasonable time period for any approved expenses. Without limiting the foregoing, FUSE and the Executive Fellow shall not be required to incur any out-of-pocket expenses in connection with the performance of the services pursuant to the Individual Placement Agreement.

10. Early Termination of an Individual Placement Agreement. If the City elects, for any reason and at any time, to terminate an Executive Fellow's appointment pursuant to a signed Individual Placement Agreement, or if an Executive Fellow is unable, for any reason and at any time, to complete an appointment pursuant to a signed Individual Placement Agreement, then, subject to any advance notice provisions, the City may terminate the appointment by notifying FUSE in writing. The termination of an Individual Placement Agreement will not terminate nor have any impact on any of the terms within this overarching Master Agreement.

11. Reimbursement of Program Fee with Early Termination. In any instance where a signed Individual Placement Agreement is terminated prior to the date designated as the end of the Term, the Individual Placement Agreement will designate the reimbursement rate by FUSE of any amount of the Program Fee that has been paid by the City prior to date of termination and the forgiveness of any outstanding portions of the Program Fee that have not yet been paid by the City.

12. Cooperation by the City. The City shall assist and cooperate with FUSE and all Executive Fellows in the performance of services in accordance with this Agreement and each Individual Placement Agreement.

13. No Employment Relationship; No Partnership. At all times relevant to this Agreement, the parties, and any affiliates thereof, shall remain contractors independent of one another, and neither party (including representatives and sponsors of that party, the Executive Fellows) shall be deemed an employee, joint venture, or partner of the other. Neither party has the authority to bind the other and no employee, agent, sponsor, nor other representative of either party shall at any time be deemed to be under the joint control or authority of the other party, or under the joint control of both parties. Neither party shall have the right to control the other party; however, FUSE and the City mutually agree as to the objectives and the scope of the placements, as set forth in this Agreement and each applicable Attachment. Each party shall be solely responsible for the payment of its own federal, state, and local income taxes, as well as any Social Security ("FICA") and unemployment ("FUTA") taxes that party may owe. FUSE

and the Executive Fellow shall not be entitled to, and shall not seek any benefits made available to the City's employees, including, but not limited to: group health insurance (including dental, vision, and any other enhancements from time to time), disability insurance, group term life insurance, workers' compensation, participation in any retirement plan for the City's employees, a salary reduction plan for certain child care and medical care costs, or training programs.

14. That FUSE and the Executive Fellow acknowledge that, in the course of performing services under this Agreement, they may have access to confidential, proprietary, or legally protected information. FUSE and the Executive Fellow agree to maintain the confidentiality of such information and not to disclose it to any third party except as required to perform the services or as authorized in writing by the City. They further understand that the City is subject to the Arkansas Freedom of Information Act (FOIA) and that certain records may be subject to public disclosure. They agree to cooperate with the City in responding to any FOIA requests and acknowledge that any documents or communications related to this Agreement may be disclosed in accordance with applicable law. Nothing in this provision shall be construed to require the disclosure of information that is exempt from disclosure under FOIA or other applicable law.

15. Disclaimer of Warranties; Indemnity.

(a) FUSE makes no warranties of any kind, including but not limited to with services provided hereunder and under the Individual Placement Agreement, whether express, implied, statutory or otherwise. To the maximum extent permitted by law, FUSE disclaims all conditions, representations and warranties, whether express, implied, statutory or otherwise, with respect to the services provided hereunder and under the Individual Placement Agreement, including, without limitation, any implied warranty of merchantability, satisfactory quality or fitness for a particular purpose, or non-infringement of third-party rights.

(b) FUSE shall indemnify, protect and hold harmless the City and its officials, employees and agents (the "Indemnified Parties") up to a maximum amount of \$180,000, from and against any and all liability, claims, demands, damage, loss, obligations, causes of action, proceedings, awards, fines, judgments, penalties, costs and expenses, including attorneys' fees, arising or alleged to have arisen, in whole or in part, out of or in connection with (1) FUSE's breach or failure to comply with any of its obligations contained in this Agreement, or (2) grossly negligent or willful acts, errors, omissions or misrepresentations committed by FUSE, its officers, employees or agents in the performance of work or services under this Agreement (collectively "Claims" or individually "Claim"). The provisions of this Section shall survive the expiration or termination of this Agreement. In no event shall FUSE be liable to City, whether in contract or in tort or under any other legal theory for, loss or interruption of use, lost time, lost money, lost profits or good-will, lost or damaged data or similar economic loss, or for any indirect, special, incidental, consequential, punitive, or similar damages, whether or not such damages are foreseen, arising out of or in connection with the performance or non-performance of this Agreement.

16. Miscellaneous.

(a) This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective permitted successors and assigns. Neither of the parties hereto shall assign its rights nor delegate its duties hereunder without the prior written consent of the other party.

(b) All notices hereunder shall be in writing and delivered in a manner described in this subsection. Such notices shall be deemed to have been given either: (i) when personally delivered; (ii) three (3) business days after mailing, postage prepaid, by certified mail; (iii) when delivered (and receipted for) by an overnight delivery service; or when first sent by email, telex, or other means of instantaneous communication provided such communication is promptly confirmed by personal delivery, mail or an overnight delivery service as provided above, addressed in each case to the principal place of business of the recipient. Either party may change the address for the giving of notices and communications to it by written notice to the other party in conformity with the foregoing.

(c) The representatives of the respective parties authorized to administer this Agreement, and to whom formal notices, demands, and communications shall be given are as follows:

(i) The representative of the City shall, unless otherwise stated in an Individual Placement Agreement, be:

Name:

Title:

Address:

City, State. Zip:

Phone:

Email:

(ii) The representative of FUSE shall be:

James Weinberg

Chief Executive Officer

One Embarcadero Center, Unit 26070

San Francisco, CA 94126

Phone: (855) 687-9905

Email: info@fusecorps.org

(d) No failure of any party to insist on strict compliance with any provision of this Agreement shall be deemed a waiver of such provision. No waiver by any party hereto of any breach or anticipated breach of any provision hereof by any other party shall be deemed a waiver of any other contemporaneous, preceding or succeeding breach or anticipated breach, whether or not similar, on the part of the same or any other party.

(e) This Agreement supersedes all prior discussions and agreements between the parties with respect to the subject matter hereof, and this Agreement contains the sole and entire agreement among the parties with respect to the matters covered hereby. This Agreement shall not be altered or amended except by an instrument in writing signed by the parties hereto.

(f) The headings as to contents of particular sections or paragraphs of this Agreement are inserted for convenience of reference only and shall not be construed as a part of this Agreement.

(g) This Agreement shall be enforced and interpreted under the laws of the State of Arkansas without regard to conflict of law principles.

(i) In any action in a venue in Benton County, AR arising out of this Agreement, FUSE consents to personal jurisdiction, and agrees to bring all such actions, in state or federal courts located in Benton County, AR.

(ii) If any part, term or provision of this Agreement is held void, illegal, unenforceable, or in conflict with any law of a federal, state or local government having jurisdiction over this Agreement, the validity of the remaining parts, terms or provisions of the Agreement shall not be affected thereby.

(h) FUSE is acting hereunder as an independent contractor and not as an agent or employee of the City. FUSE shall not represent or otherwise hold out itself or any of its Executive Fellows, directors, officers, partners, employees, or agents to be an agent or employee of the City.

(i) FUSE represents and warrants that, to its knowledge, FUSE's performance of its obligations under this Agreement does not infringe upon any third party's intellectual property rights, including, without limitation, patents, copyrights, trademarks, trade secrets, rights of publicity and proprietary information.

17. Master Agreement Termination.

(a) The City and FUSE may each terminate this Master Agreement for convenience at any time by giving thirty (30) days written notice to the either party, provided that the provisions herein, including but not limited to Section 2, Section 3, Section 4, Section 5, Section 6 and Section 7 shall survive any such termination of this Agreement with respect to any then-serving Executive Fellows for the duration of such appointments.

(b) Except for excusable delays, if FUSE fails to perform any of the provisions of this Agreement or so fails to make progress as to endanger timely performance of this Agreement, the City may give FUSE written notice of such default. If FUSE does not cure

such default or provide a plan to cure such default which is acceptable to the City within a reasonable time or as permitted by the City, then the City may terminate this Agreement due to FUSE's breach of this Agreement.

(c) If a federal or state proceeding for relief of debtors is undertaken by or against FUSE, or if FUSE makes an assignment for the benefit of creditors, then the City may immediately terminate this Agreement.

(d) If FUSE engages in any dishonest conduct related to the performance or administration of this Agreement or violates the City's lobbying policies, then the City may immediately terminate this Agreement.

(e) All finished or unfinished documents and materials produced or procured under this Agreement or an Individual Placement Agreement, including all intellectual property rights thereto, shall become the City's property upon date of such termination. FUSE agrees to execute any documents necessary for the City to perfect, memorialize, or record the City's ownership of rights provided herein. If, after notice of termination of this Agreement under the provisions of this section, it is determined for any reason that FUSE was not in default under the provisions of this section, or that the default was excusable under the terms of this Agreement, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to (a) above.

(f) The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

18. Ownership and License.

(a) Unless otherwise provided for herein, all Work Products originated and prepared by FUSE for the City, its Executive Fellows or its subcontractors under this Agreement for the City shall be and remain the exclusive property of the City. "Work Products" are all works, tangible or not, created under this Agreement including, without limitation, documents, material, data, reports, manuals, specifications, artwork, drawings, sketches, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas matters and combinations thereof, and all forms of intellectual property. FUSE hereby assigns, and agrees to assign, all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared by FUSE, its Executive Fellows or its subcontractors for the City under this Agreement. FUSE further agrees to execute any documents reasonably necessary for the City to perfect, memorialize, or record the City's ownership of rights provided herein.

(b) FUSE, its Executive Fellows, and its subcontractors shall not provide or disclose any Work Product to any third party without prior written consent of the City.

(c) Any subcontract entered into by FUSE relating to this Agreement, to the extent allowed hereunder, shall include a like provision for work to be performed under this Agreement to contractually bind or otherwise oblige its subcontractors performing work under

this Agreement such that the City's ownership and license rights of all Work Products are preserved and protected as intended herein.

19. Insurance. During the term of this Agreement, FUSE shall provide and maintain at its own expense a program of insurance having the coverages and limits customarily carried and actually arranged by FUSE.

20. Americans With Disabilities Act. FUSE and the City hereby certify that each will comply with the Americans with Disabilities Act, 42 U.S.C. §§ 12101 *et seq.*, and its implementing regulations. FUSE and the City will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act. Neither FUSE nor the City will discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by FUSE, relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

21. Ratification. Due to the need for FUSE's services to be provided continuously on an ongoing basis, FUSE may have provided services prior to the execution of this Agreement. To the extent that said services were performed in accordance with the terms and conditions of this Agreement, those services are hereby ratified.

22. Entire Agreement.

(a) This Agreement contains the full and complete Agreement between the parties, inclusive of this Agreement and the following attachments and exhibits hereto:

Attachment 1: Individual Placement Agreement #1

(b) This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument.

(c) In the event of any inconsistency between the provisions in the body of this Agreement and the attachments and exhibits hereto, the provisions in this Agreement shall prevail.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the Effective Date.

FUSE CORPS

CITY OF BENTONVILLE, ARKANSAS

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

Date: _____ Date: _____

Attachment 1

FUSE CORPS **INDIVIDUAL PLACEMENT AGREEMENT**

Building a Data-Driven Stormwater and Floodplain Strategy to Support Resilient Growth

1. General Terms and Conditions

The Mayor's Office with the City of Bentonville, Arkansas ("Host Agency") and FUSE Corps ("FUSE") acknowledge that the terms and conditions of the Master Agreement between the City of Bentonville and FUSE apply to all parties as it relates to the performance of this Individual Placement Agreement. In the event of any conflict between the Master Agreement and this Individual Placement Agreement, the Master Agreement shall govern.

2. Agreement Term. The Term of this Individual Placement Agreement shall commence as of date of signature and expire on October 20, 2028, unless earlier terminated by the parties in accordance with the terms of this Agreement, (the "Term").

3. Period of Work. Within the Term, it is anticipated that the Executive Fellow's first day of work at the Host Agency will be Monday, November 2, 2026, and that the Executive Fellow's final day of work at the Host Agency will be Friday, October 20, 2028, (the Executive Fellow's "Period of Work").

4. Services to be Provided – Part A – Services Before the Fellowship. The following presents a representative summary of the services that FUSE will provide prior to the start of the Executive Fellows' Period of Work:

(a) **Project Development:** Convene meetings with Host Agency officials to identify project priorities. Clarify project idea through in-depth interviews with host agency officials and any relevant community-based stakeholders recommended by the agency who will be integral to the project's success. Compose a draft scope of work ("Project Description") for review by the host agency. Conduct rounds of edits as needed to finalize approval of the Project Description.

(b) **Recruitment:** Conduct a local and national candidate search, cultivating applicants from various job boards, associations, and networks. Respond to inquiries from interested applicants seeking additional information. Manage an online application portal and a candidate management system.

(c) **Screening:** Review applications to determine the most appropriate next steps for each candidate. Conduct an initial phone interview with candidates deemed to be most promising for the role. Conduct an additional follow-up video-interview with candidates deemed strong enough to reach the semi-finalist round.

(d) Selection: FUSE staff will select up to three finalists for each project from the candidate pool based on their assessment of the individuals whose skills and experience are most closely aligned with the role's requirements. Collect electronic references on those individuals from current and former employers, clients, or colleagues. Help coordinate logistics for finalist interviews with host agency officials and any other designated local stakeholders.

(e) On-Boarding: Hire the selected individual as an employee of FUSE Corps who will be dedicated to the specified project. Communicate with both the Executive Fellow and the Host Agency officials in the weeks leading up to the start of the fellowship to help prepare all parties for a successful fellowship.

(f) Orientation: Organize and facilitate a national orientation for all new Executive Fellows beginning at the same time of year within a designated fellowship cohort. Design and execute a robust array of training designed to prepare the Executive Fellow for their two-year fellowship, introducing them to the program's various tools and techniques, building peer-to-peer connections to help create an interactive community of practice among all Executive Fellows and alumni. FUSE will cover all costs and expenses for Executive Fellow to participate in orientation week.

5. Services to be Provided – Part B – Services During the Fellowship. The following presents a representative summary of the services that FUSE will provide during the Executive Fellows' Period of Work:

(a) Coaching: Provide the Executive Fellow with the option of an executive coach who will be available to work one-on-one with the Executive Fellow throughout the year

(b) On-Going Support: Organize and facilitate seminar calls hosted by staff, alumni, industry experts, and others to provide ongoing development and skill-building opportunities. Host an online communication platform to allow Executive Fellows to regularly ask questions of peers and FUSE staff as they pursue project goals.

(c) Ongoing Project Development and Evaluation: Schedule ongoing calls and formal evaluations with the Executive Fellow, host agency officials, and FUSE staff to ensure the project remains aligned with goals and evolves appropriately. Reviews will occur periodically throughout the fellowship to assess progress, make adjustments as needed, and plan for subsequent phases of the project.

(d) Gatherings: Organize and facilitate national gatherings for all Executive Fellows within a given cohort. These trainings are designed to review progress achieved and lessons learned to date, clarify plans for increasing impact during the remaining fellowship period, build plans for sustaining the impact of the project following the conclusion of the fellowship, and continue to foster interactive community of practice among all current Executive Fellows and alumni. FUSE will cover all costs and expenses for the Executive Fellow to participate in these gathering.

(e) Employment Management: Provide for payroll and benefit administration and all other responsibilities associated with the Executive's Fellow's status as a full-time employee of FUSE.

6. Services to be Provided – Part C – Fellowship Project Details. The Executive Fellow will provide executive leadership and alignment across departments and external partners to advance a citywide stormwater planning and resilience framework, converting technical inputs into an actionable capital and funding strategy that integrates infrastructure, land use, parks, and regional watershed priorities. This effort will enable Bentonville to transition from reactive drainage responses to proactive watershed management, reducing flood risk, safeguarding property, strengthening neighborhood resilience, and supporting sustainable growth.

7. Host Agency Management. The Host Agency will designate two specific employees of the City to play the following roles:

(a) **Executive Sponsor:** An Executive Sponsor is generally a senior official of the City and/or the host agency's leadership team. This individual should be a visible champion for the project within the host agency and should help ensure that the project achieves its full potential for impact. The Executive Sponsor is the ultimate decision-maker with regard to the project and will have final approval over the project's key deliverables. The designated Executive Sponsor for this project will be: Stephanie Orman, Mayor, City of Bentonville

(b) **Project Supervisor:** The Project Supervisor is the day-to-day driver of the project and will work directly with the Executive Fellow to ensure that regular progress toward goals is being achieved. This individual will introduce the Executive Fellow to key stakeholders as appropriate, help resolve any misalignments between stakeholders that may arise, help develop strategies to overcome any obstacles to progress. The designated Project Supervisor for this project will be: Dan Weese, Transportation Director, City of Bentonville

8. Workspace. The Host Agency agrees to provide the Executive Fellow with a dedicated workspace, telephone services or similar means of communication, a computer, internet access, security clearance as appropriate and necessary to access the designated workplace and computing systems, office supplies, and any other physical or information resources related to performance of services provided for in the Individual Placement Agreement. In a virtual or hybrid work setting, Host Agency will provide the Executive Fellow with the appropriate technology (e.g., a computer with required capabilities and access permissions) required to carry out the project.

9. Expenses. During an Executive Fellow's appointment, the Host Agency, at its sole discretion, may authorize and pay for any reasonable project-related expenses incurred by the Executive Fellow in connection with the performance of services, including business expenses and travel expenses, all in accordance with the Host Agency's applicable policies and procedures. FUSE does not anticipate that the Executive Fellow will incur expenses in the performance of their work unless it is deemed necessary to do so by the Executive Sponsor or Project Supervisor. In that instance, the representatives of Host Agency shall approve expenses at their sole discretion and also determine a means by which to provide the Executive Fellow with appropriate reimbursement within a reasonable time period for any approved expenses. Without limiting the forgoing, FUSE and the Executive Fellow shall not be required to incur any out-of-pocket expenses in connection with the performance of the services pursuant to the Individual Placement Agreement.

10. Executive Fellow's Compensation. FUSE shall hire the Executive Fellow as an employee and provide for all compensation and benefits to be paid to the Executive Fellow. Except as described in Section 9 regarding Expenses, the Host Agency shall not be required or permitted to pay any supplemental compensation or provide any other form of compensation to the Executive Fellow at any time.

11. Program Fee. In exchange for the services listed above, the Host Agency will pay a program fee of \$20,000 to FUSE (the "Program Fee"). The Program Fee constitutes a flat-fee payment in exchange for the mutually-agreed value of the services to be provided by FUSE and is not associated with any form of a "time and materials" or "billable hours and direct costs" arrangement. The Program Fee is inclusive of all services described above, including the annual compensation and benefits for the Executive Fellow. No additional fees beyond the Program Fee will be billed to the Host Agency.

12. Agreement to Pay; Payment Schedule. By executing this Individual Placement Agreement, the Host Agency, as represented by the signatory below, hereby notifies FUSE that the Host Agency has appropriated sufficient funds, received necessary internal approvals, and taken all other necessary steps to process invoices and remit payment directly to FUSE within 30-days of receiving an invoice and in accordance with the schedule below.

- (a) First Payment. \$5,000 will be due payable on November 1, 2026.
- (b) Second Payment. \$5,000 will be due payable on May 1, 2027.
- (c) Third Payment. \$5,000 will be due payable on November 1, 2027.
- (d) Fourth Payment. \$5,000 will be due payable on May 1, 2028.

13. Early Termination. The Host Agency may elect to terminate this project for any reason and at any time by providing written notification transmitted by electronic mail, including the effective date of the project's termination. This notification should be sent simultaneously in the same message to two FUSE leadership team members: Vice President of Programs, Della Williams, at dwilliams@fusecorps.org, and President & COO, Nancy Gage, at ngage@fusecorps.org. FUSE will work with the Host Agency to plan and execute all of the required steps associated with the early termination of a project, including appropriate communication with the Executive Fellow, who is an employee of FUSE. The Host Agency should NOT communicate in any way with the Executive Fellow about a proposed project termination before first communicating with the FUSE leaders noted above. FUSE may also elect to terminate this project for any reason and at any time, and will provide written notification by electronic mail to the Executive Sponsor and to the Project Supervisor. In the event of an early termination, the financial terms governing reimbursement rates are as follows:

- (a) Termination Prior to the Executive Fellow's First Day. If the effective date of termination occurs after the signing of this Individual Placement Agreement and prior to the Executive Fellow's first day of work, then the City may seek reimbursement of payments made

and release from further payments up to a total of \$16,000. The parties acknowledge and agree that \$4,000 of the Program Fee represents a non-refundable amount, with this portion of the fee being associated, among other things, with FUSE's various pre-fellowship program services, such as project scoping, executive search, candidate screening and selection, on-boarding preparation, new Executive Fellow orientation and training week, and FUSE having reserved one of a limited number of places for the designated Project within a cohort of fixed size. The City of Bentonville is entitled to a full refund if the selected candidate fails the background check and is terminated prior to the start of the project.

(b) Termination After the Executive Fellow's First Day. If the effective date of a termination occurs after an Executive Fellow's first day of work at the City and prior to the agreed-upon final day of the Executive Fellow's appointment as specified in the applicable Individual Placement Agreement, then reimbursement may be sought at a pro-rated amount up to \$667 per month for each full month that the Executive Fellow did not complete within their appointment, counting back chronologically from the designated final day of the appointment. The City of Bentonville is entitled to a full refund if the Executive Fellow is terminated for cause or violation of any applicable City of Bentonville Human Resources policy.

14. Billing Details. Invoices will be sent through electronic mail to the following individual, who will be asked to send back a reply confirming receipt of each invoice. The billing contact for this Individual Placement Agreement will be:

Name: _____

Title: _____

Email: _____

Phone: _____

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO
AN AGREEMENT WITH FUSE CORPS FOR AN EXECUTIVE FELLOWSHIP
PROGRAM IN THE AMOUNT OF TWENTY THOUSAND DOLLARS (\$20,000.00);
AMENDING THE 2026 BUDGET; AND FOR OTHER PURPOSES.**

WHEREAS, the need has arisen for the City of Bentonville to enter into a contract with FUSE Corps for an Executive Fellowship to build stormwater and floodplain framework and implementation. The cost for the two-year period is Twenty Thousand Dollars (\$20,000.00).

WHEREAS, a 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 FUSE Corps for an Executive Fellowship in the amount of Twenty Thousand Dollars (\$20,000.00).

Section 2: That the 2026 Budget is hereby adjusted to appropriate Twenty Thousand Dollars (\$20,000.00) from Account # 101010-43210 Legal and Professional Services into Account # 101630-43210 Legal and Professional Services.

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

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

PASSED and APPROVED this _____ day of _____, 2026.

APPROVED:

STEPHANIE ORMAN, MAYOR

ATTEST:

MALORIE MARRS, CITY CLERK



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	4/28/2026	Submitted By:	Josh Stacey
Phone:	479.418.8653	For Department(s):	Parks
Email:	jstacey@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Resolution Authorizing an Amended Agreement with CEI Engineering
Action Recommendation & Justification:	A Resolution authorizing an amended agreement with CEI Engineering, in the amount of \$144,000.00, for bidding services, construction administration, and construction observation for Phase 2 of the McCollum Sidepath project. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	This is fully funded in the 2026 budget.
Amount for Approval:	\$ 144,000.00

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

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

Fund(s) Impacted

(check all that apply)

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

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

Memo



To: City Council Members and Mayor Orman
From: Josh Stacey, Parks and Recreation Deputy Director
CC: David Wright, Parks and Recreation Director
Date: April 15, 2026
Re: Council Approval to Enter into An Amended Agreement with CEI Engineering for Public Bidding, Construction Administration, and Construction Observation Services for Phase 2 of the McCollum Sidepath Project.

Parks and Recreation staff request City Council approval of an amended agreement, in the amount of \$144,000, with CEI for public bidding and CACO services for Phase 2 of the McCollum Sidepath Project.

Phase 2 of the McCollum Sidepath project has been approved by ARDOT to move to bid for several weeks. Due to the City's current project backlog, the Purchasing Division has not been able to advertise the project for public bid. CEI has the specialized expertise and required certifications to manage the public bidding process for the City.

The project is funded through a combination of Transportation Alternatives Program (TAP) grant funds and the City's capital budget. If bids are received higher than anticipated and the project does not move forward to construction, the Construction Administration and Construction Observation (CACO) portion of CEI's contract will be void, and no additional cost will be incurred by the City for that phase of work. The full contract amount of \$144,000 is budgeted in the 2026 budget.

If you have any questions, regarding this item, please contact me at 418.8653, or email josh.stacey@bentonville.ar.gov.

Attachments:
Contract Amendment



2600 NE 11th Street, Suite 300
Bentonville, AR 72712 / (479) 273-9472
CEI Contact: Colton Echols, PM (cechols@ceieng.com)

City of Bentonville
McCollum Sidepath Phase 2
Bentonville, AR
Proposal for Engineering Services
04/14/2026

I. PROJECT DESCRIPTION

Thank you for the opportunity to present this proposal for McCollum Sidepath Phase 2 Bid Assistance, Construction Administration and Observation. This approximately 2,010 linear feet of 10' concrete sidepath will be located on the west side of McCollum Road. The south end of the sidepath will connect to the first phase of McCollum Sidepath at Garden Trail. The north end of sidepath will terminate on the north side of the northern most drive entrance to Grace Point Church of Northwest Arkansas. Three road crossings (Garden Trail, Trail End Drive, and NE Kirche Cove) and four drive entrance crossings are included in this design.

II. SCOPE OF BASIC SERVICES

A. Construction Specifications, Contract Documents, and Bidding Documents

CEI shall provide bidding phase services for the Project as follows:

- Prepare one (1) Engineer's Opinion of Probable Construction Cost (OPCC) based on final design documents
- Prepare project-specific technical specifications for inclusion in the bid package
- Coordinate with the City of Bentonville for assembly of bidding and contract documents
- Assist the City with advertisement for bids
- Respond to bidder questions and prepare up to two (2) addenda
- Attend one (1) pre-bid meeting (virtual or in-person)
- Review bids for completeness and responsiveness
- Evaluate contractor qualifications based on submitted documentation
- Provide a written recommendation of award

Exclusions:

Multiple re-bid efforts are not included and shall be considered Additional Services.

Fees, hourly not to exceed.....\$ 15,000.00

B. Construction Administration and Observation

CEI shall provide construction administration, daily construction observation, and Local Public Agency (LPA) compliance services for the project in accordance with requirements of the Arkansas Department of Transportation and the City of Bentonville.

The fee for this scope is based on an assumed construction duration of 150 calendar days.

Contingency:

Provision of Construction Administration and Observation services is contingent upon the Project receiving acceptable bids and proceeding to construction as determined by the City. In the event the Project does not move forward to construction, these services shall not be authorized, and no fees associated with this scope shall be incurred.

B1. Construction Administration

CEI shall provide the following construction administration services:

- Conduct one (1) pre-construction meeting and prepare meeting minutes
- Review and respond to Requests for Information (RFIs) (assumed up to 25 total)
- Review shop drawings and submittals for general conformance with design intent (assumed up to 30 submittals)
- Maintain RFI and submittal logs
- Review and provide recommendations on monthly pay applications (assumed up to 6 total)
- Prepare and process change orders (assumed up to 4 total) in accordance with ARDOT and City requirements
- Coordinate with the City and ARDOT on construction-related issues, approvals, and documentation

B2. Construction Observation

CEI shall provide daily construction observation to evaluate general conformance of the work with the plans and specifications and in accordance with LPA requirements.

- Provide a Construction Observer on-site during active construction operations, anticipated at up to 4 hours per day, 5 days per week
- Perform daily observation of construction activities for general conformance with plans, specifications, and ARDOT requirements
- Prepare daily inspection reports
- Maintain photographic documentation of construction progress
- Notify the Contractor and City of observed non-conforming work

Limitations:

Observation services are provided for general conformance only. CEI shall not be responsible for construction means, methods, techniques, sequences, procedures, or job site safety.

B3. LPA Compliance and Documentation

CEI shall provide LPA compliance services required for federal-aid projects administered through ARDOT, including:

- Review of certified payrolls for compliance with applicable labor requirements (assumed weekly submissions for project duration)
- Monitoring and documentation of Disadvantaged Business Enterprise (DBE) participation and compliance with project commitments
- Preparation and submittal of documentation required for ARDOT reimbursement requests, including:
 - Pay quantities and supporting documentation
 - Contractor pay estimates
 - Required LPA reporting forms
- Coordination with the City and ARDOT for audit support and documentation requests
- Maintenance of project records in accordance with LPA program requirements

B4. Project Closeout

CEI shall provide the following closeout services:

- Conduct one (1) substantial completion inspection and prepare a punch list
- Conduct one (1) final completion inspection
- Review closeout documentation, including warranties and certifications
- Assist the City with preparation of final documentation required for ARDOT project closeout
- Prepare record drawings based on contractor redlines and as-built survey data, provided by CEI.
- Submit final record drawings to the City

B5. Additional Services and Assumptions

The construction administration fee is based on the following assumptions:

- Construction duration does not exceed 150 calendar days
- Construction observation is limited to one observer, up to four (4) hours per day, five (5) days per week
- RFIs, submittals, and change orders remain within the quantities listed above
- Contractor maintains reasonable compliance with contract requirements and schedule

Services exceeding these assumptions, including but not limited to extended construction duration, increased site visits, excessive RFIs or submittals, or contractor-related delays, shall be considered Additional Services and billed at standard hourly rates upon authorization.

Materials Testing and Inspections:

Materials testing and special inspections are not included and will be provided by others.

ADA Compliance:

CEI shall review constructed improvements for general conformance with ADA design requirements; however, certification of ADA compliance is not included unless specifically requested.

Fees, hourly not to exceed.....\$ 125,000.00

Reimbursable expenses are included in the fee above and are estimated at \$1,000.

C. As-Built Survey

CEI shall provide an As-Built survey consisting of improvements to the subject property after completion of construction. All work will be supervised by an Arkansas Professional Land Surveyor.

Fees.....\$ 4,000.00

Total Fees.....\$ 144,000.00

III. RESPONSIBILITY OF CLIENT

Client shall provide to CEI, the following items:

A. Retainer

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

B. Project Documents

Client shall provide the following: *None*

C. Lien Releases

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

D. Engineer's Consent to Assign Documents

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

IV. SERVICES NOT INCLUDED / ADDITIONAL SERVICES

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

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

Boundary Issues

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

issue by agreement or litigation, at which time a subsequent contract may be executed to complete the survey pursuant to that agreement or litigation.

V. SCHEDULE OF CHARGES

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

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

ARKANSAS (04-01-23)

Officer / Branch Manager	\$ 235.00
Department Manager	\$ 205.00
Client Sector Leader	\$ 195.00
Senior Project Manager	\$ 195.00
Program Manager	\$ 185.00
Project Manager	\$ 175.00
Assistant Project Manager	\$ 140.00
Senior Project Engineer	\$ 185.00
Project Engineer	\$ 165.00
Assistant Project Engineer	\$ 135.00
Civil Designer	\$ 125.00
Registered Landscape Architect	\$ 160.00
Lead Landscape Designer	\$ 130.00
Landscape Designer	\$ 125.00
Registered Land Surveyor	\$ 165.00
Assistant Project Surveyor	\$ 130.00
Survey Project Manager	\$ 160.00
Assistant Survey Project Manager	\$ 130.00
Sr. Survey Party Chief	\$ 115.00
Survey Party Chief	\$ 95.00
Survey Technician	\$ 105.00
Field Specialist	\$ 85.00
Senior Project Designer	\$ 150.00
Project Designer	\$ 130.00
CAD Designer	\$ 105.00
CAD Technician	\$ 90.00
Construction Observer	\$ 110.00
Land Acquisition Agent	\$ 130.00
Project Coordinator	\$ 120.00
Program Assistant	\$ 90.00
Administrative Assistant	\$ 75.00

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

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

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

REVENUE RECOGNITION

The intellectual services and resulting instruments of service (Scope of Basic Services and any subsequently agreed amendments or additions) provided by this Agreement whether in various stages of completeness or in whole are considered earned by CEI in its performance obligation to Client as

prescribed by said Agreement and deemed usable by Client at the time they are earned, cost incurred, and progressively billed. Further, at time of received payment by Client, Client acknowledges its possession of, acceptance, and confirms its legal right to use said intellectual services and resulting instruments of service, in part or in whole, for the specific intent they were provided.

VI. CREDIT POLICY

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

VII. STANDARD TERMS AND CONDITIONS

STANDARD OF PRACTICE

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

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

OWNERSHIP OF DOCUMENTS

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

RE-USE OF DOCUMENTS

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

INSURANCE

CEI maintains the following insurances:

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

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

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

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

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

LIMITATION OF LIABILITY

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

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

WAIVER OF CONSEQUENTIAL DAMAGES

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

DISPUTE RESOLUTION

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

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

SEVERABILITY

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

PROJECT PUBLICITY AND RECOGNITION

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

LIEN RIGHTS

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

AMENDMENTS

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

PROJECT DELAY

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

SUCCESSORS AND ASSIGNS

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

TERMINATION

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

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

PROVIDED DATA

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

SITE SAFETY OR CONTROL

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

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

VIII. APPROVAL SIGNATURE AND AUTHORIZATION TO PROCEED

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

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

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

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

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

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

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

City / State / Zip

Complete Phone Number

Signature - legally authorized to bind
Contracting Entity



Print Name

John Trahan

Title

Department
Manager

Date

April 15, 2026

Signature, CEI Engineering Associates, Inc.

Print Name

Title

Date

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AMENDED AGREEMENT WITH CEI ENGINEERING, IN THE AMOUNT OF ONE HUNDRED FORTY-FOUR THOUSAND DOLLARS (\$144,000.00), FOR BIDDING SERVICES, CONSTRUCTION ADMINISTRATION, AND CONSTRUCTION OBSERVATION FOR PHASE 2 OF THE MCCOLLUM SIDEPATH PROJECT; AND FOR OTHER PURPOSES.

WHEREAS, an amended agreement with CEI Engineering is needed for bidding, construction administration, and construction observation services for Phase 2 of the McCollum Sidepath Project; 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 amended agreement with CEI Engineering, in the amount of one hundred forty-four thousand dollars (\$144,000.00), for bidding, construction administration, and construction observation services for Phase 3 of the McCollum Sidepath Project;

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

Section 3 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, 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:	4/28/2026	Submitted By:	Josh Stacey
Phone:	479.418.8653	For Department(s):	Parks
Email:	jstacey@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Resolution Approving a Change Order Authorizing an Amended Agreement with Hight Jackson
Action Recommendation & Justification:	Resolution authorizing a Change Order, in the amount of \$53,387.00, including a contingency of \$5,000.00, to Hight Jackson Associates for added scope and additions to the Bentonville Parks Maintenance Facility. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	This amendment is funded through a change order with Crossland Construction moving \$53,387.00 of remaining project funds from the construction of the building to the additional design scope.
Amount for Approval:	\$ 53,387.00

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
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue

Fund(s) Impacted

(check all that apply)

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

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

Memo



To: City Council, Mayor Orman
From: Josh Stacey, Parks and Recreation Deputy Director
CC: David Wright, Parks and Recreation Director
Date: April 16, 2026
Re: Council Approval of an Amended Agreement with Hight Jackson Associates for the Parks Maintenance Facility Design.

Parks and Recreation is requesting City Council's approval of a change order, in the amount of \$53,387, which includes a \$5,000 contingency, to Hight Jackson Associates for added scope and additions to the Bentonville Parks Maintenance Facility.

During the design and construction of the Parks Maintenance Facility, additional scope was required to revise the building footprint and address several unforeseen conditions. These included installation of a new gas line, sanitary sewer modifications, and revisions to the greenhouse.

The full cost of this additional work will be covered through a \$53,387 reduction within the overall project budget. The project remains on schedule and is anticipated to be completed within the current Guaranteed Maximum Price (GMP).

If you have any questions regarding this item, please contact Josh Stacey at josh.stacey@bentonville.ar.gov or call 418.8653.

Attachments:

Hight Jackson Contract

Hight Jackson Amendment

AIA[®] Document B104[™] – 2017

Standard Abbreviated Form of Agreement Between Owner and Architect

AGREEMENT made as of the Sixteenth day of January in the year Two Thousand Twenty-three
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Bentonville, AR
305 SW A
Bentonville, AR 72712

and the Architect:
(Name, legal status, address and other information)

Hight Jackson Associates PA
5201 W. Village Parkway, Suite 300
Rogers, AR 72758

for the following Project:
(Name, location and detailed description)

Parks & Recreation Maintenance Facility
City of Bentonville

Bentonville, AR 72712

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth below:
(State below details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, and other information relevant to the Project.)

Refer to attached Proposal Letter dated December 20, 2022.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services set forth in this Agreement consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.2 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.8:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

Two Million Dollars (\$2,000,000) for each occurrence and Two Million Dollars (\$2,000,000) aggregate

.2 Automobile Liability

One Million Dollars (\$1,000,000)

.3 Workers' Compensation

One Million Dollars (\$1,000,000)

.4 Professional Liability

One Million Dollars (\$1,000,000) Two Million Dollars (2,000,000) aggregate

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary civil, structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on (1) the accuracy and completeness of the services and information furnished by the Owner and (2) the Owner's approvals. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.2 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.3 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall discuss with the Owner the Owner's program, schedule, budget for the Cost of the Work, Project site, and alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the Project requirements.

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§ 3.2.3 The Architect shall consider the relative value of alternative materials, building systems and equipment, together with other considerations based on program, aesthetics, and any sustainable objectives, in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.

§ 3.2.4 Based on the Project requirements, the Architect shall prepare Design Documents for the Owner's approval consisting of drawings and other documents appropriate for the Project and the Architect shall prepare and submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.5 The Architect shall submit the Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Construction Documents Phase Services

§ 3.3.1 Based on the Owner's approval of the Design Documents, the Architect shall prepare for the Owner's approval Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.4.4.

§ 3.3.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.3.3 The Architect shall submit the Construction Documents to the Owner, update the estimate for the Cost of the Work and advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.3.4 The Architect, following the Owner's approval of the Construction Documents and of the latest estimate of the Cost of the Work, shall assist the Owner in obtaining bids or proposals and awarding and preparing contracts for construction.

§ 3.4 Construction Phase Services

§ 3.4.1 General

§ 3.4.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A104™–2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A104–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.4.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.4.1.3 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.4.2 Evaluations of the Work

§ 3.4.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.2, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations

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from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.4.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and has the authority to require inspection or testing of the Work.

§ 3.4.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.4.2.4 When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 3.4.2.5 The Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.4.3 Certificates for Payment to Contractor

§ 3.4.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.4.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified.

§ 3.4.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.4.4 Submittals

§ 3.4.4.1 The Architect shall review and approve, or take other appropriate action, upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or any construction means, methods, techniques, sequences or procedures.

§ 3.4.4.2 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.4.4.3 The Architect shall review and respond to written requests for information about the Contract Documents. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness.

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§ 3.4.5 Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.4.6 Project Completion

The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

None at this time

(Paragraphs deleted)

§ 4.2 The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Upon recognizing the need to perform Additional Services, the Architect shall notify the Owner. The Architect shall not provide the Additional Services until the Architect receives the Owner's written authorization. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3.

§ 4.2.1 The Architect shall provide services necessitated by a change in the Initial Information, changes in previous instructions or approvals given by the Owner, or a material change in the Project including size; quality; complexity; the Owner's schedule or budget for Cost of the Work; or procurement or delivery method as an Additional Service.

(Paragraph deleted)

§ 4.2.3 The Architect shall, as an Additional Service, provide services made necessary by a Contractor's proposed change in the Work. The Architect shall prepare revisions to the Architect's Instruments of Service necessitated by Change Orders and Construction Change Directives as an Additional Service.

§ 4.2.4 If the services covered by this Agreement have not been completed within Thirty-six (36) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project; a written legal description of the site; and services of geotechnical engineers or other consultants, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project.

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§ 5.4 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.5 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests; tests for air and water pollution; and tests for hazardous materials.

§ 5.6 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.7 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.8 The Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents.

§ 5.9 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.10 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 If, through no fault of the Architect, construction procurement activities have not commenced within 90 days after the Architect submits the Construction Documents to the Owner the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.3 If the Owner's current budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

(Paragraphs deleted)

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums when due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES**§ 8.1 General**

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other, for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A104-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

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§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.6.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by dispute resolution.

§ 8.2.2 Mediation, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.3 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of dispute resolution shall be the following:
(Check the appropriate box.)

☒ [X] Litigation in a court of competent jurisdiction in Benton County, AR

If the Owner and Architect do not select a method of dispute resolution, or do not subsequently agree in writing to a dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, Reimbursable Expenses incurred, and all costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

None

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

To be negotiated

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A104-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates or consents, the proposed language of such certificates or consents shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. However, the Architect's materials shall not include information the Owner has identified in writing as confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

Init.

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User Notes:

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§ 10.8 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum
(Insert amount)

Three Hundred Eighteen Thousand, Five Hundred Dollars & no/100 (\$318,500.00)

(Paragraphs deleted)

§ 11.2 For Supplemental Services identified in Section 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Hourly as shown on the attached Hourly Rate Sheet

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Hourly as shown on the attached Hourly Rate Sheet

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Twenty percent (20 %), or as follows:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Design Phase	Thirty	percent (	30	%)
Construction Documents	Forty-five	percent (	45	%)
Phase				
Construction Phase	Twenty-five	percent (	25	%)
Total Basic Compensation	one hundred	percent (	100	%)

(Paragraphs deleted)

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Refer to the attached Hourly Rate Sheet

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 authorized out-of-town travel and subsistence;
- .2 dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 Expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally maintained by the Architect and the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Other similar Project-related expenditures.

(Paragraph deleted)

§ 11.9 Payments to the Architect

§ 11.9.1 Initial Payment

An initial payment of Zero (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.9.2 Progress Payments

§ 11.9.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid () days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

National Prime Rate

§ 11.9.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a dispute resolution proceeding.

§ 11.9.2.3 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

None at this time

Init.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B104™-2017, Standard Abbreviated Form of Agreement Between Owner and Architect

(Paragraphs deleted)

- .2 Other documents:
(List other documents, if any, including additional scopes of service forming part of the Agreement.)

Hourly Rate Sheet

Proposal Letter dated December 20, 2022

This Agreement entered into as of the day and year first written above.

City of Bentonville, AR

Hight Jackson Associates PA

[Redacted Signature]

[Redacted Signature]

ARCHITECT (Signature)

Stephanie Orman, Mayor
(Printed name and title)

Brian T. Jackson, President
(Printed name, title, and license number, if required)

Init.

January 1, 2023

HOURLY RATE SCHEDULE

Architect Principal	\$180.00 / hour
Engineer Principal	\$180.00 / hour
Project Manager	\$140.00 / hour
Architect 1 (<i>more than 10 years</i>)	\$150.00 / hour
Architect 2 (<i>more than 5, but less than 10 years</i>)	\$130.00 / hour
Architect 3 (<i>less than 5 years</i>)	\$120.00 / hour
Intern Architect 1 (<i>more than 5 years</i>)	\$100.00 / hour
Intern Architect 2 (<i>less than 5 years</i>)	\$85.00 / hour
Interior Designer 1	\$95.00 / hour
Interior Designer 2	\$75.00 / hour
Office Administrator	\$80.00 / hour
Secretary 1	\$60.00 / hour
Secretary 2	\$50.00 / hour
Outside Consultants	Direct Cost x 1.2
Reimbursable Expense	Direct Cost



December 20, 2022

City of Bentonville Parks Department
David Wright, Director
215 SW A Street
Bentonville, AR 72712

Re: City of Bentonville Parks Department Maintenance Facility Addition

Dear David,

This letter serves as a proposal to perform Architectural Design Services for the proposed addition to the existing Parks Department Offices and Maintenance Facility at Memorial Park. It is anticipated that this will be designed and constructed in accordance with the previously completed feasibility study.

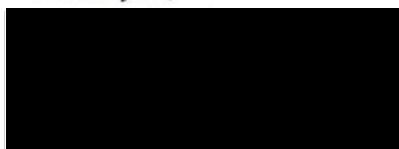
Our services will include producing Construction Drawings and Specifications that define the scope of work, Bidding and Negotiation services, and Construction Administration services through the completion of the project. Our fee includes Structural, Civil, Mechanical, Electric, & Plumbing Engineering services.

Hight Jackson proposes to perform these services for a Lump Sum Fee of **\$318,500 (includes a \$10,000 deduction from services previously performed in the feasibility study)**. Estimated printing, postage, review fees, etc. are included in this lump sum fee as reimbursable costs of the project.

Please do not hesitate to contact Randall Hurban or myself if you have any questions. If you agree with this proposal, we will provide you with an AIA Document B133-2019 along with any City of Bentonville Purchasing Agreements to formalize our contract.

Thank you for considering Hight Jackson Associates to perform these services. We look forward to another great project!

Thank you,



Brian Jackson, President
Hight.Jackson.Associates

AIA® Document G802® – 2017

Amendment to the Professional Services Agreement

PROJECT: *(name and address)*
Parks & Recreation Maintenance
Facility
City of Bentonville, AR

AGREEMENT INFORMATION:
Date:
January 16, 2023

AMENDMENT INFORMATION:
Amendment Number:
1
Date:
April 2, 2026

OWNER: *(name and address)*
City of Bentonville
Bentonville, Arkansas

ARCHITECT: *(name and address)*
Hight Jackson Associates
Rogers, AR

The Owner and Architect amend the Agreement as follows:

1) Initial Information which was based on previously completed feasibility study has changed. Building footprint and site layout has been amended. This change of scope required changes to previously completed construction documents. During construction, numerous unforeseen conditions were encountered that required design revisions and additional construction administrative duties that were not anticipated in the original scope of work. These included changes to structures south of the building, revisions to the sanitary sewer, greenhouse revisions, and a gas line relocation with associated easement documents.

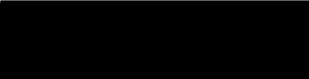
2) Addition of an Owner contingency fund of Five Thousand Dollars (\$5,000.00) to be used if additional design services are required and approved by the Owner through the end of the project. If there is remaining money in the contingency fund at the end of the project, it will be returned to the Owner by the Architect.

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:

Fifty-three Thousand, Three Hundred Eighty-seven Dollars & no/100 (\$53,387.00)

Schedule Adjustment:
N/A


ARCHITECT *(Signature)*

BY: Brian T. Jackson, President

(Printed name, title, and license number if required)

4/2/26
Date

OWNER *(Signature)*

(Printed name and title)

Date

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AMENDED AGREEMENT WITH HIGHT JACKSON ASSOCIATES, IN THE AMOUNT OF FIFTY-THREE THOUSAND THREE HUNDRED EIGHTY-SEVEN DOLLARS (\$53,387.00), FOR ADDED SCOPE AND ADDITIONS TO THE BENTONVILLE PARKS MAINTENANCE FACILITY; AND FOR OTHER PURPOSES.

WHEREAS, an amended agreement with Hight Jackson Associates is needed for additional scope to the Bentonville Parks Maintenance Facility;

WHEREAS, this amendment is funded through a change order with Crossland Construction moving \$53,387.00 of remaining project funds from the construction of the building to the additional design scope; 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 amended agreement with Hight Jackson Associates, in the amount of fifty-three thousand three hundred eighty-seven dollars (\$53,387.00), for additional scope to the Parks Maintenance Facility;

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, 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:	4/28/2026	Submitted By:	Josh Stacey
Phone:	479.418.8653	For Department(s):	Parks
Email:	jstacey@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Resolution Authorizing an Application for a CRP Grant for the Eagle Way Trail Project
Action Recommendation & Justification:	Resolution authorizing the Mayor and City Clerk to apply for an NWA Regional Planning Carbon Reduction Program grant for construction of the Eagle Way Trail Project. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	This is a reimbursable grant with an 80% ARDOT - 20% City matching provision. It is anticipated that the City's match will be funded through other outside grant sources.
Amount for Approval:	\$ Est. \$42,000.00

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

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

Fund(s) Impacted

(check all that apply)

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

Budget Impact Notes for Consideration (Optional):

Memo



To: City Council Members and Mayor Orman
From: Josh Stacey, Parks and Recreation Deputy Director
CC: David Wright, Parks and Recreation Director
Date: April 14, 2026
Re: Resolution Authorizing an Application for a CRP grant for the Eagle Way Trail Project.

Parks and Recreation staff are seeking City Council's approval of a resolution authorizing the Mayor and City Clerk to apply for a CRP grant for the Eagle Way Trail Project.

This application would seek federal funding through NWA Regional Planning for the shared-use trail segment crossing Walmart-owned property. This is one of four grant applications being pursued for the overall project in partnership with Northwest Arkansas Community College (NWACC).

The City of Bentonville is advancing the Eagle Way Tunnel & Trails project as an important active transportation connection within Bentonville and the larger Northwest Arkansas region. The project is intended to improve safe, off-street connectivity between Rogers, the NWACC campus, and the Walmart Home Office area.

When completed, the Eagle Way Tunnel & Trails corridor will create a critical regional connection for pedestrians and bicyclists. The project will provide a safer route linking Rogers to the NWACC campus and onward to the Walmart Home Office area, with future connectivity strengthened by the planned Arkansas Missouri Trail extension later this year.

This request is for an 80/20 matching grant, with the City responsible for the 20% local match. For the requested grant amount of \$168,000, the City's required match would be \$42,000 in the 2027 budget. It is anticipated that the City's match will be funded through other outside grant sources.

If you have any questions, regarding this item, please contact me at 418.8653, or email josh.stacey@bentonville.ar.gov.

Attachments:
Eagle Way Design Concept
Grant Application

NWARPC Carbon Reduction Program (CRP) FFY2027 Project Application

Project Sponsor Data:

Sponsor Jurisdiction: City of Bentonville, AR Phone Number: 479-464-7275
Primary Contact: Josh Stacey E-mail: josh.stacey@bentonville.ar.gov
Partners: NorthWest Arkansas Community College (NWACC); Crafton Tull; Lane Shift

General Project Data:

Project Title: Eagle Way Tunnel & Trails
Project Purpose: Enhance multi-modal safety and regional connectivity.
Project Priority (if submitting multiple project applications) _____

Please Attach a Project Site Plan, Vicinity Map, and Proposed Cross-Section

Project Overview:

General Project Overview and Description (500-character limit)

This project funds the design of shared-use trail connectivity improvements along the Highway 102 corridor in Bentonville. The project will improve multimodal safety, strengthen regional connectivity, reduce short-trip vehicle travel and transportation emissions, and advance the project to construction readiness through engineering, environmental coordination, final PS&E, and preparation for future construction funding and implementation.

Section 2. Project Requirements (10 Points)

Eligible Activity:

Is the project a focus area of RPC/Policy Committee eligible activities A, C, D, E or F? Is the project an eligible activity as listed under Section G3 Eligible Activities of the FHWA Guidelines? These can be found at https://www.fhwa.dot.gov/environment/sustainability/energy/policy/crp_guidance.pdf.

Please answer the questions below. Select "Yes" for the best category for your project. (Up to 10 points)

- 2.1 A. Is this project to establish or operate a traffic monitoring, management, and control facility or program to reduce transportation emissions? Yes ☐ No ☒
- 2.2 C. Is this a transportation alternatives project including the construction, planning, and design of on-road and off-road trail facilities for pedestrians, bicycles, and other non-motorized forms of transportation to reduce transportation emissions? Yes ☒ No ☐
- 2.3 D. Is this project for advanced transportation and congestion management technologies to reduce transportation emissions? Yes ☐ No ☒
- 2.4 E. Is this project for the deployment of infrastructure-based intelligent transportation systems capital improvements and the installation of vehicle-to-infrastructure communications equipment, including retrofitting dedicated short-range communications (DSRC) technology deployed as part of an existing pilot program to cellular vehicle-to-everything (C-V2X) technology to reduce transportation emissions? Yes ☐ No ☒
- 2.5 F. Is this project to replace street lighting and traffic control devices with energy-efficient alternatives to reduce transportation emissions? Yes ☐ No ☐
- 2.6 Is this project another lettered eligible activity? If yes, provide letter A-M and description of eligible activity. _____ Yes ☐ No ☒
- 2.7 Is this project another transportation emissions reducing project not listed but is eligible for CRP funding? Yes ☐ No ☐

Describe how the project is consistent with the program's goal of reducing transportation emissions and the NWARPC's focus areas of A, C, D, E or F?

This project qualifies under Focus Area C as the planning and design of off-road trail facilities for pedestrians and bicyclists. The Eagle Way trail improvements provide a safe, accessible nonmotorized alternative to vehicle travel along the high-volume Highway 102 corridor, directly reducing short-trip vehicle trips and associated carbon dioxide emissions. By connecting neighborhoods, employment centers, and destinations along this corridor to the regional bicycle and pedestrian network via a continuous, ADA-accessible shared-use trail, the project incentivizes mode shift away from single-occupancy vehicles. This is consistent with the NWA Energy & Environment Innovation (EEI) Plan's transportation emissions reduction strategies, the NWA Regional Bicycle and Pedestrian Master Plan, and NWARPC's adopted CRP focus areas.

Section 3. Local Commitment and Project Funding (10 Points)

- 3.1 Required Match/Local Support.** Project sponsors must provide a minimum of 20% local funding match for all projects. (Note: This a **reimbursable program** through ARDOT.)

Requested Project Funding		Percentage
CRP Funds	\$ 168,000.00	80.0 %
Local Match	\$ 42,000.00	20.0 % (20% - No in-kind)
Project Cost	\$ 210,000.00	100 %

Attach copy of required resolution authorizing the project.

Resolution number: _____ Approval date: _____

What source of funds will be used by the local sponsor to match the federal funds? local match

Is local funding currently available/budgeted? Yes ☒ No ☐

3.2 Planning.

2.2.1 List a local or regional plan in which the project is included:

The project aligns with the NWA Regional Bicycle and Pedestrian Master Plan and the 2045 NWA Metropolitan Transportation Plan, which prioritize expanding the regional trail network, improving nonmotorized safety, and reducing transportation emissions along major corridors. The project is explicitly included in the NWACC Campus Master Plan (March 2025), which identifies trail connectivity along the Highway 102 corridor as a priority multimodal improvement.

3.3 Public Access. The project must be open for public access.

2.3.1. Is the property currently owned by the local Jurisdiction? Yes ☒ No ☐

2.3.2 Is the project located on public right-of-way? Yes ☒ No ☐

2.3.3 Is the project located in an easement that allows for public access? Yes ☒ No ☐

3.4 Maintenance. What governmental entity will be responsible for the short- and long-term project operation and maintenance?

The City of Bentonville will be responsible for short- and long-term operation and maintenance of the trail improvements. NWACC will support project delivery and contribute to maintenance of trail segments located on NWACC property consistent with its Campus Master Plan commitments.

- 3.5. Link to Surface Transportation.** All street and active transportation projects must link to the surface transportation system. A project must have a strong link to surface transportation and reduce transportation emissions. Is it a complete streets project? Describe how this project links to the surface

The trail improvements connect directly to the Highway 102 corridor, a functionally classified Other Principal Arterial carrying 33,000 AADT, and link to the regional bicycle and pedestrian network including the Razorback Regional Greenway and Railyard Loop Trail. By providing a safe, continuous non-motorized alternative to vehicle travel along this high-volume corridor, the project reduces short-trip vehicle trips and transportation emissions while improving multi-modal access for pedestrians and bicyclists. The design incorporates ADA-accessible pathways.

- 3.6 Federal-Aid Project Requirements. Has the project been designed to Federal-aid Guidelines?**

PE/Environmental	Yes ☐	No ☒
Engineering/Design	Yes ☐	No ☒
ROW	Yes ☐	No ☒
Utility Relocation	Yes ☐	No ☒

- 3.7 Project Site Plan, Vicinity Map, Location Map and Cross-section.** Provide legible map(s) of the project location. The map(s) should be good enough to be easily-reproducible and should include the following:

- Project path. The map should clearly show where the project will be located.
- North arrow.
- Pertinent landmarks.
- If appropriate, a Legend identifying any other items on the map (i.e. existing paths or sidewalks, previous phases of the project, etc.)

- 3.8 Safety.** Describe how this project will improve the safety of the transportation system. Please cite any studies that show a reduction in emissions, crash rates and/or reduction in serious and fatal injuries based on the type of project proposed. Please describe how safety will be improved for all users of the facility.

This project improves safety by providing a continuous, grade-separated shared-use trail along the Highway 102 corridor, a 5-lane, 45 MPH arterial carrying 33,000 AADT. At-grade crossings on high-speed, high-volume roadways represent a disproportionate share of pedestrian and bicyclist fatalities nationally. FHWA Proven Safety Countermeasures support 80–90% crash reductions at grade-separated and separated shared-use facilities compared to at-grade

- 3.9 Previous Federal Funding**

If this project (or phase of this project) has previously received Federal TAP or STBG funding (ARDOT or NWARPC), please describe the status of the project(s). (500 character max)

N/A

3.10 Project Cost Estimate

This form is limited to 20 items. If you have more items contact NWARPC for additional form.

Item of Work		Quantity	Units	Unit Cost	Item Cost
1	Topographic & Land Survey	1.0	LS	\$ 25,000.00	\$ 25,000.00
2	Environmental Coordination	1.0	LS	\$ 30,000.00	\$ 30,000.00
3	30% Conceptual Design	1.0	LS	\$ 35,000.00	\$ 35,000.00
4	60% Conceptual Design	1.0	LS	\$ 50,000.00	\$ 50,000.00
5	90% Final Design	1.0	LS	\$ 45,000.00	\$ 45,000.00
6	Final PS&E	1.0	LS	\$ 25,000.00	\$ 25,000.00
7					\$ 0.00
8					\$ 0.00
9					\$ 0.00
10					\$ 0.00
11					\$ 0.00
12					\$ 0.00
13					\$ 0.00
14					\$ 0.00
15					\$ 0.00
16					\$ 0.00
17					\$ 0.00
18					\$ 0.00
19					\$ 0.00
20					\$ 0.00
Total Estimated Project Cost					\$ 210,000.00
Requested CRP Funds (up to 80% of construction cost)					\$ 168,000.00
Local Sponsor Match (at least 20% of construction cost)					\$ 42,000.00

Source of Estimate/Estimator: Crafton Tull; Lane Shift

Section 4. Project Development (10 Possible Points)

Current Design Plans Level

Preliminary (10%) ☒ Partially Complete (30%-60%) ☐ Final Plans (90%-100%) ☐

Engineer Crafton Tull; Lane Shift Under Contract? ☐ Yes ☒ No *(Please attach drawings)*

Rights-of-Way (ROW)

Already within public ROW ☒

New ROW Required ☒

Property Owners Identified? ☐ Yes ☒ No

Number of Project Owners

Donation Expected? ☐ Yes ☒ No

Purchase Options/Agreements? ☐ Yes ☒ No

Utilities Conflicts

Does the project have utilities that must be relocated prior to construction? ☒ Yes ☐ No

List any utilities with conflicts: Water and sanitary sewer lines

Utility coordination initiated (utilities with conflicts notified of project) ☐ Yes ☒ No

Environmental

Agency Letters Requested? ☐ Yes ☒

Potential environmental impacts (list): Stormwater/drainage, vegetation clearing, grading and earth

Project Timeline

Provide detailed timeline or complete table below.

	2026				2027			
	Jan - Mar	Apr - Jun	July - Sep	Oct - Dec	Jan - Mar	Apr - Jun	July - Sep	Oct - Dec
Design	☐	☐	X	X	☐	☐	☐	☐
Environmental	☐	☐	X	X	☐	☐	☐	☐
Utilities	☐	☐	☐	X	☐	☐	☐	☐
Right-of-way	☐	☐	☐	X	☐	☐	☐	☐
Start Construction	☐	☐	☐	☐	☐	☐	☐	☐

Please describe any additional preliminary work that has been done to facilitate this project.

Prior coordination with ARDOT has been initiated for the trail improvements, including preliminary design work and permit office engagement along the Highway 102 corridor. This request would support advancing and completing the design package to federal-aid standards

4.1 2045 Metropolitan Transportation Plan. Is the project a part of the 2045 MTP? Yes ☐ No ☒

4.1.1 Is the project in the Bicycle and Pedestrian Master Plan(NWARBPMP)

Is the project shown in the NWARBPM Plan? Yes ☐ No ☒

Is the project show in the Heritage Trail Plan? Yes ☐ No ☒

Is the project a Catalyst project in the NWARBPM Plan? Yes ☐ No ☒

4.1.2 Local Master Trail Plan or Local Comprehensive Plan. Is the project listed in a local Plan? Yes ☒ No ☐

Name: NWACC Campus Master Plan Ordinance #: N/A

Adoption Date: 03/01/2025

4.2 Connectivity. Does the project provide a future or planned extension and/or connection to the regional trail system? Does the project connect to other transportation modes and/or transportation facilities?

4.2.1 Connection to/from a neighborhood. Yes ☒ No ☐
Name: Cambridge Distance: .5 miles

4.2.2 Connection to/from employment retail center. Yes ☒ No ☐
Name: Walmart; Sam's Club Distance Adjacent

4.2.3 Connection to/from a school. Yes ☒ No ☐
Name: NWACC Distance Adjacent

4.2.4 Connection to/from a community, regional, state, and/or national park. Yes ☒ No ☐
Name: Cambridge Park Distance 1 mile

4.2.5 Trailhead Construction and facilities Yes ☒ No ☐
Name: Cambridge Trailhead

4.3 Project Length/Width

Project length in linear feet (if applicable): 4,085

Project width in feet (if applicable): 12

4.4 If the project is a non-infrastructure project, describe the development state it is in.

N/A

Section 5. Project Background, Overview, Benefits, and Planning Process (60 Possible Points*)

5.1. Provide a detailed project overview. What improvements are proposed? What steps are being taken to ensure the project promotes transportation emissions reduction, complete streets, safety, multi-modal transportation and design aspirations consistent with the regional plan? Include project limits, street facility names, and project cross-sections. (3000 character limit) – 20 points

The Eagle Way Tunnel & Trails project funds the design of approximately 4,085 linear feet of shared-use trail improvements along the Highway 102 (SE 14th Street) corridor in Bentonville, Arkansas. The project extends from the Interstate 49 interchange area eastward along Highway 102, connecting to Watertower Road and the surrounding regional trail network. Improvements include a 12-foot wide shared-use paved trail, grading and drainage, retaining walls, ADA-accessible pathways, pedestrian-scale lighting, way-finding signage, striping, and crosswalk markings. The project will be designed to AASHTO and federal standards in compliance with ARDOT LPA requirements, with cross-sections reflecting a 12-foot shared-use path consistent with the NWA Regional Complete Streets Design Guide.

Transportation emissions reduction is a primary project goal. Highway 102 is a high-volume arterial carrying 33,000 AADT with no safe, continuous non-motorized alternative for short-trip travel along this corridor. By providing a protected, ADA-accessible shared-use trail, the project incentivizes mode shift away from single-occupancy vehicles for commute, campus access, and recreational trips, directly reducing short-trip vehicle travel and associated carbon dioxide emissions. This aligns with the NWA Energy & Environment Innovation (EEI) Plan's transportation emissions reduction strategies and NWARPC's adopted CRP focus areas.

The project advances complete streets principles by separating non-motorized users from high-speed vehicular traffic on a 5-lane, 45 MPH arterial, while maintaining vehicular capacity. ADA-accessible pathways, lighting, way-finding signage, and crosswalk markings ensure safe and accessible multi-modal travel for pedestrians, bicyclists, and persons with disabilities consistent with the NWA Regional Complete Streets Design Guide.

Safety is materially improved by removing pedestrians and bicyclists from direct conflict with high-speed vehicular traffic. FHWA Proven Safety Countermeasures support 80-90% crash reductions at separated shared-use facilities. Highway 102 at this location is identified on the NWA Comprehensive Safety Action Plan High Injury Network, and ACAT crash data (2020-2024) shows 272 crashes on the adjacent segment including 4 suspected serious injuries. The project connects to the Razorback Regional Greenway and Railyard Loop Trail, Cambridge Park and Cambridge Trailhead, and employment and retail destinations along the corridor, strengthening regional trail connectivity consistent with the NWA Regional Bicycle and Pedestrian Master Plan and the NWACC Campus Master Plan (March 2025). Prior coordination with ARDOT has been initiated along the Highway 102 corridor. This request funds advancing and completing the design package to federal-aid standards for construction readiness.

5.2. Describe the purpose of the project and how it will benefit the affected communities. What user groups will be positively affected? If the project has a larger regional benefit, please describe this connection. Does the project align with BIL to prioritize safety, connectivity, barriers to mobility/ usability, complete streets, ADA, equity, climate change and sustainability, labor and workforce.? (3000 character limit) –20 points

The purpose of the Eagle Way Tunnel & Trails project is to provide a safe, accessible, and continuous non-motorized travel option along the Highway 102 corridor in Bentonville, removing a critical barrier to active transportation and regional trail connectivity. Highway 102 is a 5-lane, 45 MPH arterial carrying 33,000 AADT with no safe crossing or parallel trail facility for pedestrians and bicyclists, creating a significant barrier to mobility for non-motorized users along this corridor.

User groups positively affected include pedestrians, bicyclists, persons with disabilities, students, employees, and residents of the surrounding community. The project serves a diverse population including low-income and transit-dependent users who rely on active transportation for daily travel. By providing a safe, ADA-accessible shared-use trail, the project removes a physical barrier that disproportionately affects users without access to a vehicle.

The project has significant regional benefit. The trail connects to the Razorback Regional Greenway, the Railyard Loop Trail, Cambridge Park and Cambridge Trailhead, and employment and retail destinations along the corridor, creating a continuous non-motorized network serving multiple communities across Bentonville and Rogers. This strengthens the regional active transportation network described in the NWA Regional Bicycle and Pedestrian Master Plan.

The project directly aligns with Bipartisan Infrastructure Law priorities across multiple dimensions. Safety: separated shared-use trail removes non-motorized users from conflict with high-speed traffic on a High Injury Network corridor, with FHWA-documented crash reductions of 80-90% at separated facilities. Connectivity: trail links neighborhoods, employment centers, destinations, and the regional trail network along a major corridor. Barriers to mobility and usability: eliminates a critical gap in the non-motorized network along a high-volume arterial. Complete Streets: incorporates ADA-accessible pathways, lighting, way-finding signage, and striping consistent with the NWA Regional Complete Streets Design Guide. ADA: all improvements designed to federal accessibility standards. Equity: provides safe active transportation access for all users regardless of age, ability, or vehicle access. Climate change and sustainability: reduces short-trip vehicle travel and associated carbon dioxide emissions consistent with the NWA EEI Plan. Labor and workforce: project will be designed and constructed using local engineering and construction firms, supporting regional employment.

5.3. Describe any planning or public input process used in development of this project. If the proposed project is in an existing bicycle/pedestrian plan, street plan, master plan, or other long-range plan, please identify this as well. (1000 character limit) – 20 points

The Eagle Way Tunnel & Trails project is identified in the NWACC Campus Master Plan (March 2025), which was developed through an institutional planning process involving campus stakeholders, community partners, and regional planning coordination. The project aligns with goals of the 2045 NWA Metropolitan Transportation Plan and the NWA Regional Bicycle and Pedestrian Master Plan, which prioritize expanding the regional trail network, improving non-motorized safety, and reducing transportation emissions along major corridors. The City of Bentonville, NWACC, Lane Shift, and Crafton Tull have collaborated in project development, demonstrating meaningful pre-application investment and stakeholder coordination.

***10 additional discretionary points may be awarded by evaluators according to project quality and costs vs. benefits considerations.**

Sponsor Authorization and Certification

To be completed by the chief executive officer (Mayor, City Manager, County Judge, etc.)

By Checking the box below, I attest that the information contained in this application is truthful and correct to the best of my knowledge and that the provision of false or misleading information can lead to the withdrawal of Carbon Reduction Program funding. I do hereby certify that I will comply with all federal, state, and ARDOT regulations for submittal of plans and specifications and follow ADOT Local Public Agency Manual. Additionally, I certify that local matching funds are available for the project. I agree a resolution has been adopted for this project.

☐ I AGREE

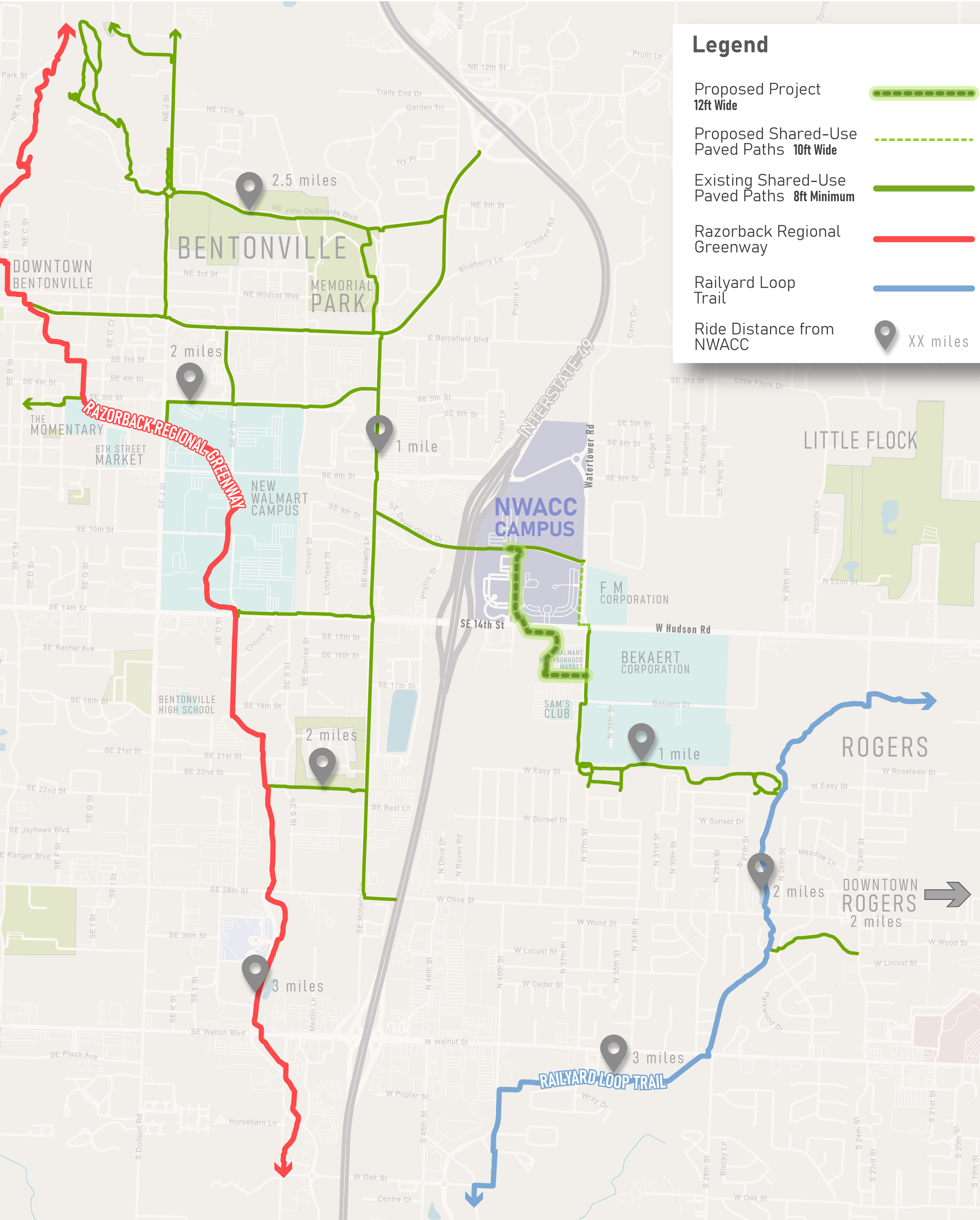
Authorized Signatory:

Name: _____ Phone: _____

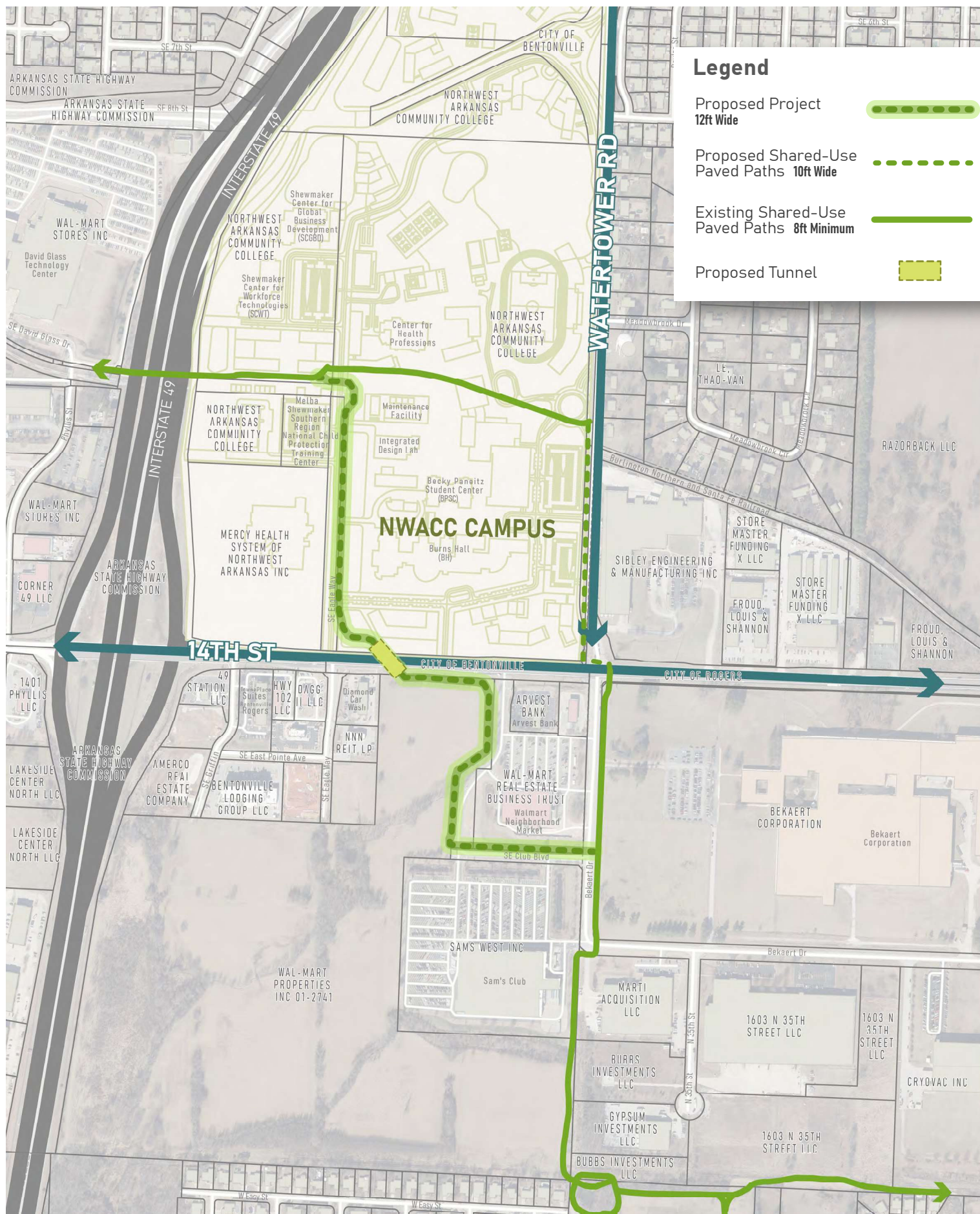
Title: _____ Email: _____

Signature: _____

Vicinity Map



Project Site Plan



RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO APPLY FOR
A NORTHWEST ARKANSAS REGIONAL PLANNING CARBON REDUCTION
PROGRAM GRANT FOR CONSTRUCTION OF THE EAGLE WAY PROJECT; AND
FOR OTHER PURPOSES.**

WHEREAS, this grant will be used for the Eagle Way Trail project;

WHEREAS, it is anticipated that the City's twenty percent matching portion will be funded by other grant monies; 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 apply for a carbon reduction program grant from the Arkansas Department of Transportation;

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:

ATTEST:

Stephanie Orman, MAYOR

Malorie Marrs, CITY CLERK



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	4/28/2026	Submitted By:	Josh Stacey
Phone:	479.418.8653	For Department(s):	Parks
Email:	jstacey@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Resolution Authorizing an Application for a RTP Grant for the Eagle Way Trail Project
Action Recommendation & Justification:	Resolution authorizing the Mayor and City Clerk to apply for an Arkansas Department of Transportation Recreational Trails Program grant for construction of the Eagle Way Trail Project. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	This is a reimbursable grant with an 80% ARDOT - 20% City matching provision. It is anticipated that the City's match will be funded through other outside grant sources.
Amount for Approval:	\$ Est. \$50,000.00

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

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

Fund(s) Impacted

(check all that apply)

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

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

www.bentonvillear.com

Please Recycle!

Memo



To: City Council Members and Mayor Orman
From: Josh Stacey, Parks and Recreation Deputy Director
CC: David Wright, Parks and Recreation Director
Date: April 14, 2026
Re: Resolution Authorizing an Application for a RTP grant for the Eagle Way Trail Project.

Parks and Recreation staff are seeking City Council's approval of a resolution authorizing the Mayor and City Clerk to apply for a RTP grant for the Eagle Way Trail Project.

This application would seek federal funding for the shared-use trail segment crossing Walmart-owned property. This is one of four grant applications being pursued for the overall project in partnership with Northwest Arkansas Community College (NWACC).

The City of Bentonville is advancing the Eagle Way Tunnel & Trails project as an important active transportation connection within Bentonville and the larger Northwest Arkansas region. The project is intended to improve safe, off-street connectivity between Rogers, the NWACC campus, and the Walmart Home Office area.

When completed, the Eagle Way Tunnel & Trails corridor will create a critical regional connection for pedestrians and bicyclists. The project will provide a safer route linking Rogers to the NWACC campus and onward to the Walmart Home Office area, with future connectivity strengthened by the planned Arkansas Missouri Trail extension later this year.

This request is for an 80/20 matching grant, with the City responsible for the 20% local match. For the requested grant amount of \$250,000, the City's required match would be \$50,000 in the 2027 budget. It is anticipated that the City's match will be funded through other outside grant sources.

If you have any questions, regarding this item, please contact me at 418.8653, or email josh.stacey@bentonville.ar.gov.

Attachments:
Eagle Way Design Concept

0 0.25 0.5 Miles

RESOLUTION NO. _____

A RESOLUTION EXPRESSING THE WILLINGNESS OF

The City of Bentonville (COB)

**TO UTILIZE FEDERAL-AID TRANSPORTATION ALTERNATIVES PROGRAM OR
RECREATIONAL TRAILS PROGRAM FUNDS**

WHEREAS, COB understands Federal-aid Transportation Alternatives Program or Recreational Trails Program Funds are available at 80% federal participation and 20% local match to develop or improve the Eagle Way Trail Project, and

WHEREAS, COB understands that Federal-aid Funds are available for this project on a reimbursable basis, requiring work to be accomplished and proof of payment prior to actual monetary reimbursement, and

WHEREAS, this project, using federal funding, will be open and available for use by the general public and maintained by the applicant for the life of the project.

NOW THEREFORE, BE IT RESOLVED BY *The City of Bentonville* THAT:

SECTION I: COB will participate in accordance with its designated responsibility, including maintenance of this project.

SECTION II: *The Mayor of the City of Bentonville* is hereby authorized and directed to execute all appropriate agreements and contracts necessary to expedite the construction of the above stated project.

SECTION III: COB pledges its full support and hereby authorizes the Arkansas Department of Transportation to initiate action to implement this project.

THIS RESOLUTION adopted this _____ day of _____, 2026.

Signed: _____
Stephanie Orman, Mayor

ATTEST: _____
(SEAL) **Malorie Marrs, City Clerk**



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	4/28/2026	Submitted By:	Josh Stacey
Phone:	479.418.8653	For Department(s):	Parks
Email:	jstacey@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Resolution Authorizing an Application for a STBGP-A Grant for the Eagle Way Trail Project
Action Recommendation & Justification:	Resolution authorizing the Mayor and City Clerk to apply for a Northwest Arkansas Regional Planning Surface Transportation Block Grant Program - Attributable grant for construction of the Eagle Way Trail Project. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	This is a reimbursable grant with an 80% ARDOT - 20% City matching provision. It is anticipated that the City's match will be funded through other outside grant sources.
Amount for Approval:	\$ Est. \$170,000.00

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

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

Fund(s) Impacted

(check all that apply)

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

Budget Impact Notes for Consideration (Optional):

Memo



To: City Council Members and Mayor Orman
From: Josh Stacey, Parks and Recreation Deputy Director
CC: David Wright, Parks and Recreation Director
Date: April 14, 2026
Re: Resolution Authorizing an Application for a STBGP-A grant for the Eagle Way Trail Project.

Parks and Recreation staff are seeking City Council's approval of a resolution authorizing the Mayor and City Clerk to apply for a STBGP-A grant for the Eagle Way Trail Project.

This application would seek federal funding for the shared-use trail segment crossing Walmart-owned property. This is one of four grant applications being pursued for the overall project in partnership with Northwest Arkansas Community College (NWACC).

The City of Bentonville is advancing the Eagle Way Tunnel & Trails project as an important active transportation connection within Bentonville and the larger Northwest Arkansas region. The project is intended to improve safe, off-street connectivity between Rogers, the NWACC campus, and the Walmart Home Office area.

When completed, the Eagle Way Tunnel & Trails corridor will create a critical regional connection for pedestrians and bicyclists. The project will provide a safer route linking Rogers to the NWACC campus and onward to the Walmart Home Office area, with future connectivity strengthened by the planned Arkansas Missouri Trail extension later this year.

This request is for an 80/20 matching grant, with the City responsible for the 20% local match. For the requested grant amount of \$6800,000, the City's required match would be \$170,000 in the 2027 budget. It is anticipated that the City's match will be funded through other outside grant sources.

If you have any questions, regarding this item, please contact me at 418.8653, or email josh.stacey@bentonville.ar.gov.

Attachments:
Eagle Way Design Concept
Grant Application

NWARPC Surface Transportation Block Grant Program – Attributable (STBGP-A) FFY 2027 Project Application

Project Sponsor Data:

Sponsor Jurisdiction: City of Bentonville, AR Phone Number: 479-464-7275
Primary Contact: Josh Stacey E-mail: josh.stacey@bentonville.ar.gov
Partners: NorthWest Arkansas Community College (NWACC);

General Project Data:

Project Title: Eagle Way Tunnel & Trails
Project Description: Highway 102 underpass and connecting trails to Bentonville & Rogers
Project Purpose: Enhance multi-modal safety and regional connectivity.

Please attach a project site plan, vicinity map, proposed cross-section, and other supporting materials.

Project Overview:

General Project Overview and Description (500-character limit)

This project funds the design of a new bicycle/pedestrian underpass and shared-use trail connectivity improvements along the Highway 102 corridor in Bentonville. The project will improve multi-modal safety, eliminate at-grade conflict points on a high-volume arterial, strengthen regional connectivity, and advance the project to construction readiness through engineering, environmental coordination, final PS&E, and preparation for future construction funding and implementation.

Section 2. Project Requirements

- 2.1 Required Match/Local Support.** Project sponsors must provide a minimum of 20% local funding match for all projects. (Note: This is a reimbursable program through ARDOT LPA.) Required City/County Resolution or Resolution for the City/County adopted Capital Improvement Program (CIP) with proposed project shown in CIP. Attach copy of required resolution authorizing the project.

Resolution number: N/A Approval Date: _____

As applicable, please provide a copy of current CIP showing the project programmed.

What source of funds will be used to match the federal funds? Local match

What is the project phase for this request? Design and engineering

Type Funds	Project Cost (This Phase)		Total Project Cost (All Phases)	
STBGP-A Funds	\$ 680,000.00	80.0%	\$ 680,000.00	80.0 %
Local Match	\$ 170,000.00	20.0% (20% Minimum)	\$ 170,000.00	20.0% (20% Minimum)
Project Cost	\$ 850,000.00	100%	\$ 850,000.00	100%

Federal Fiscal Year (Oct. to Sept. 30)

	FFY 2026				FFY 2027				FFY 2028				FFY 2029			
	Oct-Dec	Jan-Mar	Apr-June	July-Sept	Oct-Dec	Jan-Mar	Apr-June	July-Sept	Oct-Dec	Jan-Mar	Apr-June	July-Sept	Oct-Dec	Jan-Mar	Apr-June	July-Sept
Design	☐	☐	☐	✕	✕	✕	✕	☐	☐	☐	☐	☐	☐	☐	☐	☐
Environment	☐	☐	☐	✕	✕	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Utilities	☐	☐	☐	☐	☐	☐	✕	✕	☐	☐	☐	☐	☐	☐	☐	☐
Right-of-Way	☐	☐	☐	☐	☐	☐	✕	✕	☐	☐	☐	☐	☐	☐	☐	☐
Construction	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐

Note: Place X in each period for the duration of each phase

2.2 Roadway Projects.

2.2.1 What is the classification of the street on the Local Master Street Plan?

Arterial

2.2.2 What is the classification of the street on the Functional Classification Map - NWARPC/ARDOT?

Other Principal Arterials

Note: Functionally Classified Streets Major Collector and above qualify for STBGP-A Funding per Federal requirements.

Data Source: <https://gis.ardot.gov/portal/home/>

2.3 Transportation Improvement Program (TIP). Is the project individually listed with an ARDOT Job Number in the FFY 2025-2028 TIP?

Yes ☐ No ☒

If yes, project name listed in the (TIP):

Data Source: <https://www.nwarpc.org/transportation/transportation-improvement-program/>

2.4 Adjusted Urban Area Boundary. Is the project located within the Adjusted Urban Area Boundary?

Yes ☒ No ☐

Data Source: NWA Adjusted 2020 Census Urban Area layer, <https://nwarpc.maps.arcgis.com/apps/webappviewer/index.html?id=e97a6d576ae64de897408c07635f0458>

2.5 Existing Roadway Conditions.

2.5.1 Number of existing lanes? 5

2.5.2 What is the width of the existing street? ~18m or ~59ft

2.5.3 Does the existing street have Bike/Pedestrian accommodations?

Yes ☒ No ☐

2.6 Proposed Improvements.

What improvements are proposed?

Proposed improvements include design of a new bicycle/pedestrian underpass beneath Highway 102, shared-use trail connections, associated grading and drainage improvements, retaining walls, lighting, striping, signage, and utility coordination. The underpass will provide a grade-separated crossing for non-motorized users on a 5-lane, 45 MPH arterial carrying 33,000 AADT, eliminating at-grade conflict points and improving safety for pedestrians, bicyclists, and motorists. Trail connections will provide more direct and safe access to the surrounding transportation and active transportation network. The project scope includes engineering, environmental coordination, and preparation of final PS&E documents, advancing the project to a construction-ready stage for future implementation. All improvements will be designed to AASHTO and federal standards in compliance with ARDOT LPA requirements.

2.7 Historical Annual Average Daily Traffic (AADT) Counts - Roadways.

What are the Annual Average Daily Traffic (AADT) Counts shown?

2011	28000
2016	26000
2019	31000
2024	33000

Data Source: <https://gis.ardot.gov/portal/home/>

2.8 Growth and Projected Annual Average Daily Traffic (AADT)- Roadways.

2.8.1 What percent growth in AADT has occurred in the last ten years? 13.8 %

Data Source: <https://gis.ardot.gov/portal/home/>

2.8.2 What is the forecasted 2045 Daily Volume? 57805

Data Source: NWARPC 2024 Travel Demand Model Network <https://nwarpc.maps.arcgis.com/apps/webappviewer/index.html?id=e97a6d576ae64de897408c07635f0458>

2.9 Safety.

Please describe how this project will improve the safety of the transportation system. Please cite any studies that show a reduction in crash rates and/or reduction in serious and fatal injuries based on the type of project proposed. Please describe how safety will be improved for all users of the facility: motorists/drivers, pedestrians, and bicyclists.

This project improves safety by providing a grade-separated bicycle/pedestrian underpass beneath Highway 102, a 5-lane, 45 MPH arterial carrying 33,000 AADT. At-grade crossings on high-speed, high-volume roadways represent a disproportionate share of pedestrian and bicyclist fatalities nationally. FHWA Proven Safety Countermeasures identify grade separation as reducing pedestrian fatalities by up to 90%. FHWA bicycle-pedestrian data supports 80–90% crash reductions at grade-separated facilities compared to at-grade crossings. For pedestrians and bicyclists, the underpass eliminates direct vehicle conflict, provides a protected, continuous connection between Bentonville and Rogers and reduces exposure to high-speed traffic. For motorists, removing unexpected non-motorized crossings from a congested arterial reduces conflict points, reaction-time demands, and crash risk. Associated trail connections, lighting, striping, and signage further improve visibility and predictability for all users. The project advances FHWA's Every Day Counts initiative promoting proven non-motorized safety countermeasures on high-volume corridors.

Section 3. Project Selection/Scoring Criteria

Please answer the following questions. Scores and ranking of applications will be determined by the committee after the review of each application.

3.1 Congestion Management (Maximum of 3 points)

3.1.1 Annual Average Daily Traffic Estimate (ARDOT) – 24-hour volume?

33000

Source: <https://gis.ardot.gov/home/>

24-hour street capacity? 32000 (See table below)

Generalized Average Daily Estimated Capacity on Arterial Roadways	
Level of Service	D (Design Level)
Two-lane Road	16,000
Four-Lane Road	32,000

- 3.1.2 For new streets and/or streets classified as a collector or below, please provide an estimated volume and capacity.

24-hour estimated volume? N/A

24-hour estimated capacity? N/A

- 3.1.3 Is the project on the NWARPC Congestion Management Process (CMP) Network?

Yes ☒ No ☐

If yes, what is the posted speed 45 (MPH)

What is the Average Peak Period Speed 45 (MPH)

Data Source: <https://www.nwarpc.org/transportation/congestion-management-process/>

3.2 Regional Significance/Connectivity (Maximum of 5 points)

- 3.2.1 Is the project a new overpass/underpass which provides an alternative route to travel across I-49 without using an existing interchange? (1 point)

Yes ☐ No ☒ Comments:

The project delivers a new bicycle/pedestrian underpass beneath Highway 102 to improve multi-modal safety and trail connectivity. While the project is adjacent to and within ~500m or 1,640ft of I-49, they do not cross.

- 3.2.2 Is the project a "frontage road" along I-49 that provides connectivity/access between interchanges and overpasses/underpasses? (1 point)

Yes ☐ No ☒ Comments:

- 3.2.3 Does the project meet the definition of a Project of Regional Significance (defined above in Section 1. Policy)? (1 point)

Yes ☒ No ☐ Comments:

Improves multi-modal access and safety along a major east-west corridor (Highway 102). Enhances regional trail connectivity and reduces conflict points for non-motorized users, meeting the criteria for regional significance.

- 3.2.4 Is the project located on the 4-lane network grid shown as the 2045 Proposed Network in the 2045 NWA Metropolitan Transportation Plan? (1 point)

Yes ☒ No ☐ Comments: Highway 102 is shown on the 2045 Proposed Network grid in the NWA

- 3.2.5 Does the project connect multiple jurisdictions? (1 point)

Yes ☒ No ☐ Comments: While the project is geographically located within the City of Bentonville, it provides

3.2.6 Is the project a Plan and/or Study that is needed to advance a regional project? (up to 5 points)

Yes ☐ No ☒ Comments:

This design phase advances the Eagle Way Tunnel and Trails as part of a broader regional corridor and multi-jurisdictional initiative for trail connectivity. The work prepares this individual project for construction readiness but is not identified in the MTP or other regional plans as a

3.3 Safety (Maximum 3 points)

3.3.1 Is the project on the NWA Comprehensive Safety Action Plan (CSAP) High Injury Network (HIN)?

Yes ☒ No ☐ Comments:

Highway 102 at the project location is identified on the NWA Comprehensive Safety Action Plan High Injury Network. The Eagle Way Tunnel and Trails design will directly address non-motorized user exposure

Data Source: <https://www.nwarpc.org/transportation/vision-zero-plan/>

3.3.2 Does the project address an identified safety issue based on the crash rate being higher than the state average for a similar facility, bridge sufficiency rating, and/or at-grade rail crossing rating?

Yes ☒ No ☐ Comments:

ACAT crash data (2020-2024) shows 272 crashes on the Highway 102 segment adjacent to the project site, including 4 suspected serious injuries and 61 crashes in dark/low-light conditions. Arkansas SHSP (2022) identifies non-motorist fatalities as a priority concern, with statewide non-motorist fatalities rising 76% from 2016-2020. Grade separation is identified as a top countermeasure for non-motorist safety.

3.3.3 Projected percent reduction in fatal and serious crash rates based on proposed improvements: 80 %

Comments:

Per FHWA Proven Safety Countermeasures, grade-separated crossings for pedestrians and bicyclists are expected to reduce fatal and serious injury crashes by approximately 80% with a potential reduction of 93% depending on crash type and conditions.

Data Source: FHWA Proven Safety Counter Measures, <https://highways.dot.gov/safety/proven-safety-countermeasures>; FHWA Everyday Counts and other studies and counter measures based on improvement type.

3.4 Overall Improvement to the Transportation System (Maximum of 3 points)

Amount of additional roadway capacity to be added (AADT)? N/A

Data Source: NWARPC, ARDOT, Local Traffic Studies

3.5 Project Design (Maximum of 3 points)

Does the project incorporate applicable criteria and street design guidelines in the adopted *NWA Regional Complete Streets Design Guide*, including provisions for safe and accessible multi-modal travel (e.g., bicycle, pedestrian, transit, and vehicular accommodations)?

Yes ☒ No ☐

Comments – please note which Complete Streets elements are included and identify any deviations, enhancements, or context-sensitive considerations:

The project incorporates a grade-separated underpass, shared-use trail connections, ADA-accessible pathways, pedestrian-scale lighting, way-finding signage, striping, and crosswalk markings consistent with the NWA Regional Complete Streets Design Guide. Given Highway 102's volume, speed, and arterial classification, grade separation is the appropriate context-sensitive intervention. Vehicular capacity is

Data Source: NWA Complete Streets Design Guidelines (2025), www.nwarpc.org/transportation/vision-zero-plan/

3.6 Project Continuation, Partnership, Cost-Sharing (Maximum of 3 points)

3.6.1 Does the project have multiple partners? (1 point)

Yes ☒ No ☐ Comments:

The project involves an active multi-partner collaboration including NWACC and the City of Bentonville. The team has also engaged ARDOT through prior design review and permit coordination, and has been in communication with the City of Rogers given the project's proximity to the

3.6.2 Is the project a continuation of a multi-phase project? (1 point)

Yes ☒ No ☐ Comments:

This is the design phase of a multi-phase project, with construction anticipated as a subsequent funding phase following design completion. The Eagle Way Tunnel and Trails is a component of NWACC's Campus Master Plan, which envisions a connected multi-modal network serving the campus

3.6.3 Is the local match more than the 20% required? (1 point)

Yes ☐ No ☒ Comments:

Sponsor Authorization and Certification

To be completed by the chief executive officer (Mayor, City Manager, County Judge, etc.)

By checking the box below, I attest that the information contained in this application is truthful and correct to the best of my knowledge and that the provision of false or misleading information can lead to the withdrawal of STBGP-A funding. I do hereby certify that I will comply with all federal, state, and ARDOT regulations for submittal of plans and specifications and follow the [ARDOT Local Public Agency \(LPA\) manual](#). Additionally, I certify that local matching funds are available for the project.

I agree a resolution has been adopted for this project. ☐ I Agree

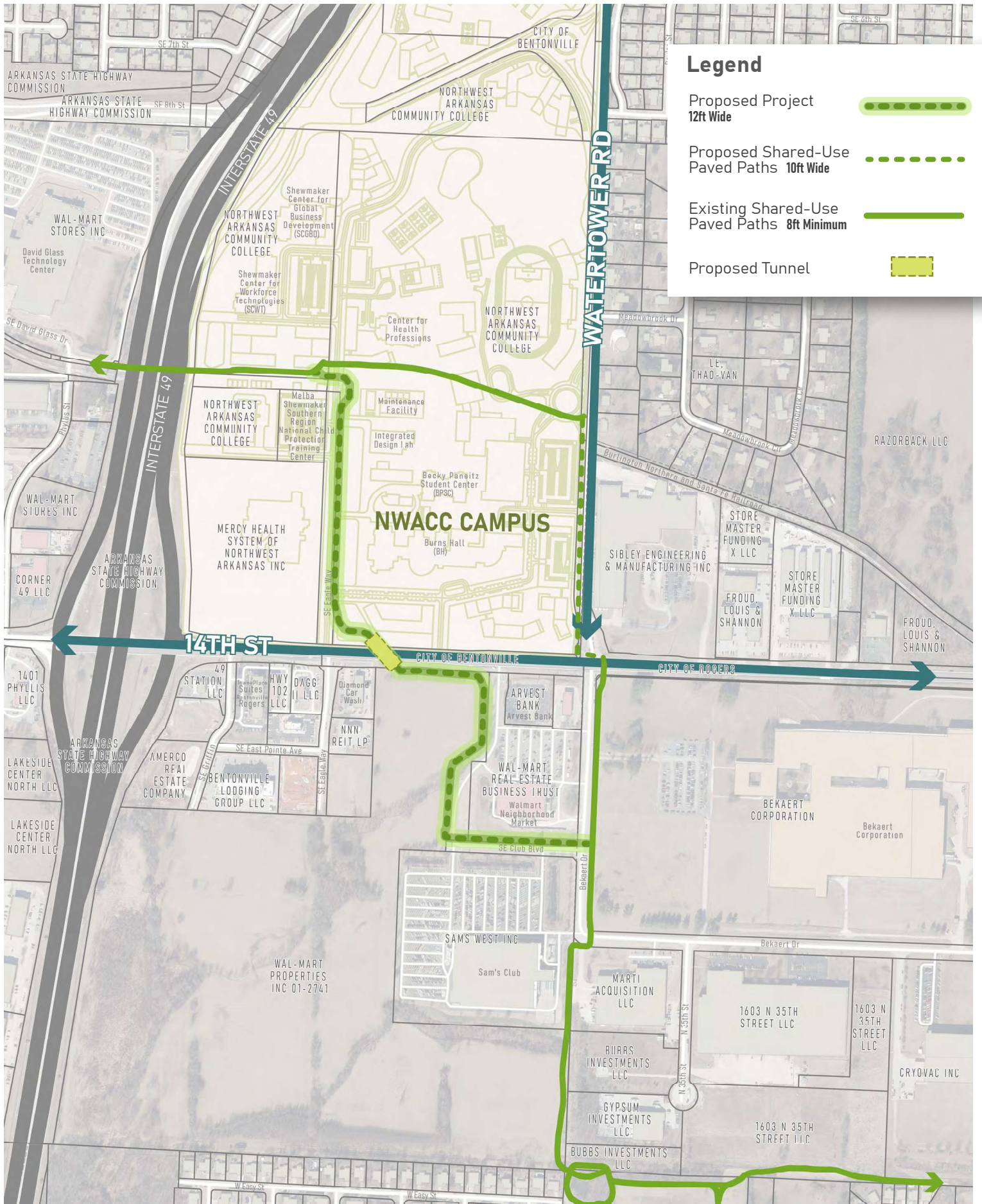
Authorized Signatory:

Name: _____ Phone: _____

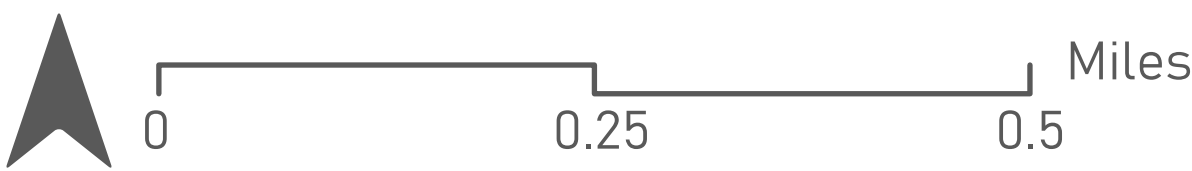
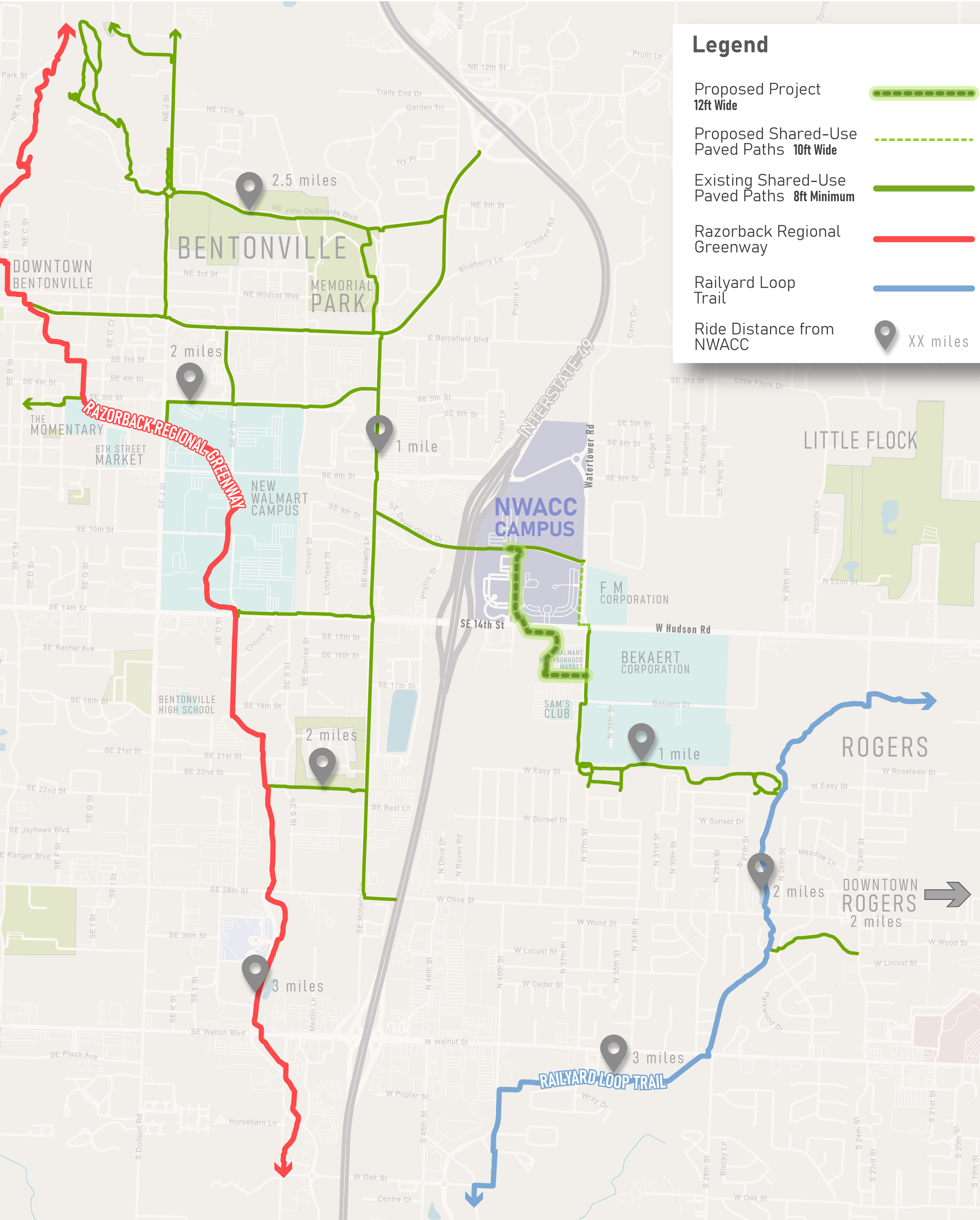
Title: _____ Email: _____

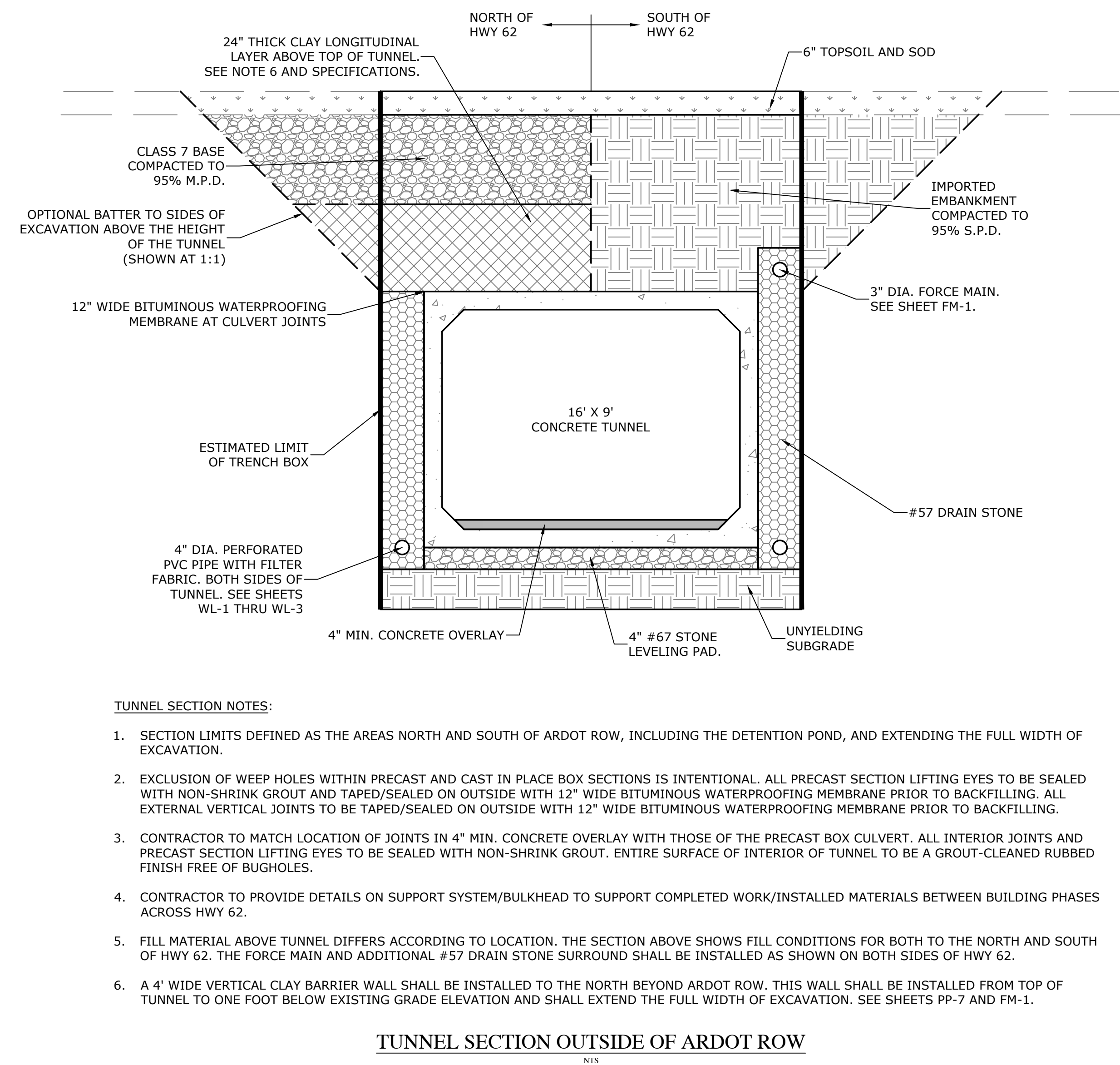
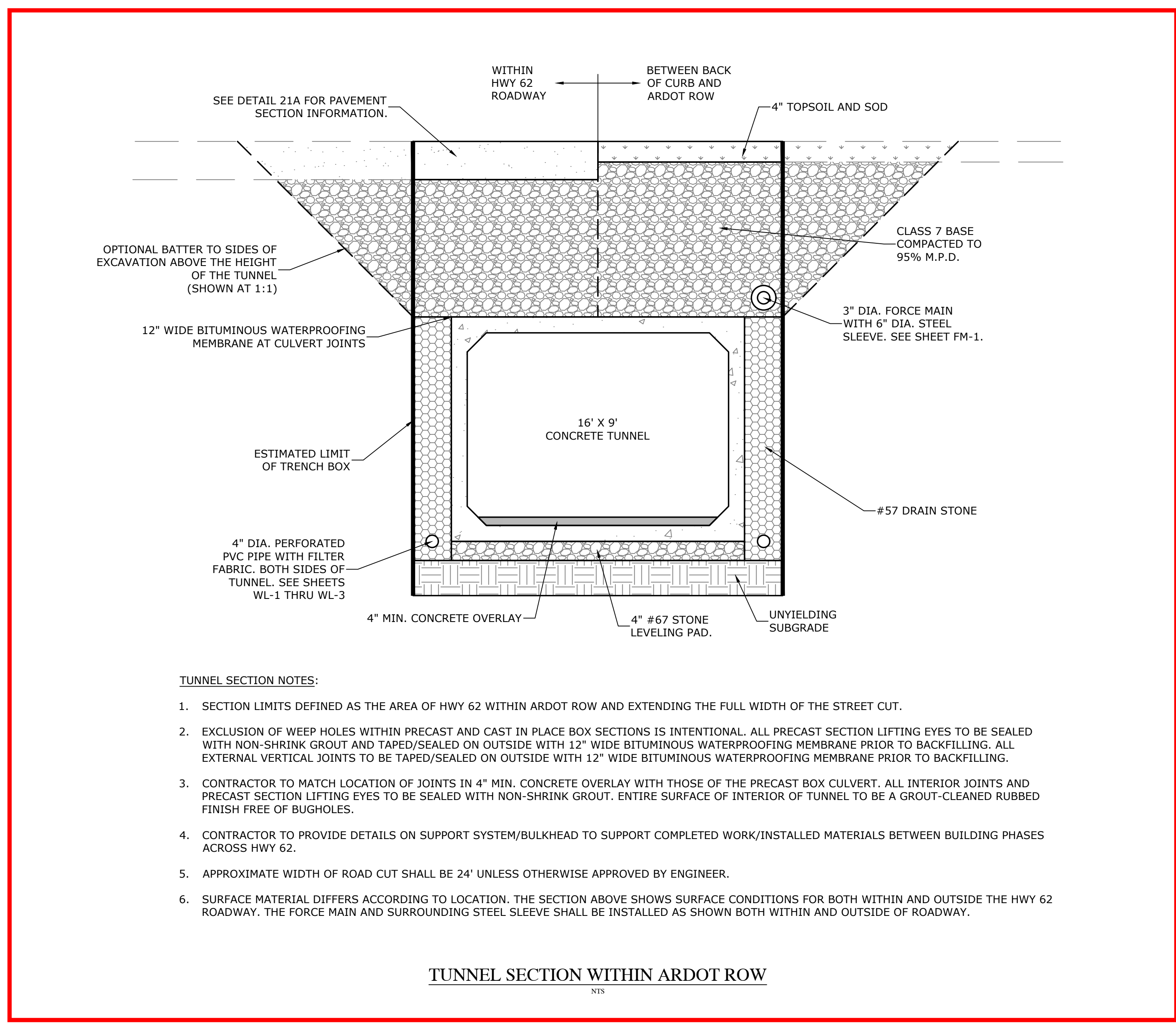
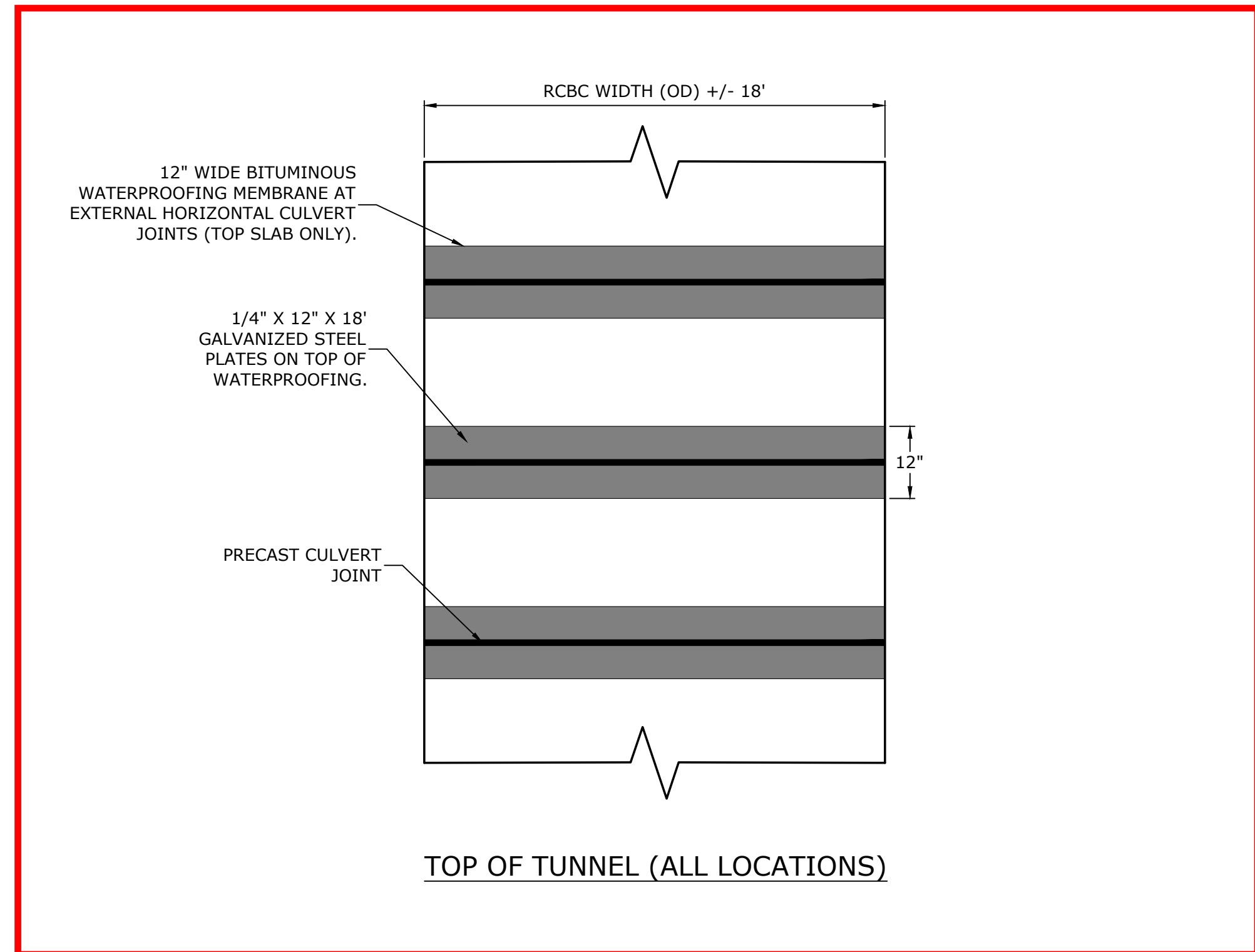
Signature: _____

Project Site Plan



Vicinity Map



[illegible]

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO APPLY FOR
A NORTHWEST ARKANSAS REGIONAL PLANNING SURFACE
TRANSPORTATION BLOCK GRANT PROGRAM – ATTRIBUTABLE GRANT FOR
CONSTRUCTION OF THE EAGLE WAY TRAIL PROJECT; AND FOR OTHER
PURPOSES.**

WHEREAS, this grant can be used for the Eagle Way Trail project;

WHEREAS, it is anticipated that the City’s twenty percent (20%) matching portion will be funded through grant monies; 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 apply for a Northwest Arkansas Regional Planning Surface Transportation Block Grant Program Attributable (STBGP-A) grant;

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:	4/28/2026	Submitted By:	Josh Stacey
Phone:	479.418.8653	For Department(s):	Parks
Email:	jstacey@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Resolution Authorizing an Application for a TAP Grant for the Eagle Way Trail Project
Action Recommendation & Justification:	Resolution authorizing the Mayor and City Clerk to apply for an Arkansas Department of Transportation Transportation Alternatives Program grant for construction of the Eagle Way Trail Project. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	This is a reimbursable grant with an 80% ARDOT - 20% City matching provision. It is anticipated that the City's match will be funded through other outside grant sources.
Amount for Approval:	\$ Est. \$100,000.00

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

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

Fund(s) Impacted

(check all that apply)

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

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

www.bentonvillear.com

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Memo



To: City Council Members and Mayor Orman
From: Josh Stacey, Parks and Recreation Deputy Director
CC: David Wright, Parks and Recreation Director
Date: April 14, 2026
Re: Resolution Authorizing an Application for a TAP grant for the Eagle Way Trail Project.

Parks and Recreation staff are seeking City Council's approval of a resolution authorizing the Mayor and City Clerk to apply for a TAP grant for the Eagle Way Trail Project.

This application would seek federal funding for the shared-use trail segment crossing Walmart-owned property. This is one of four grant applications being pursued for the overall project in partnership with Northwest Arkansas Community College (NWACC).

The City of Bentonville is advancing the Eagle Way Tunnel & Trails project as an important active transportation connection within Bentonville and the larger Northwest Arkansas region. The project is intended to improve safe, off-street connectivity between Rogers, the NWACC campus, and the Walmart Home Office area.

When completed, the Eagle Way Tunnel & Trails corridor will create a critical regional connection for pedestrians and bicyclists. The project will provide a safer route linking Rogers to the NWACC campus and onward to the Walmart Home Office area, with future connectivity strengthened by the planned Arkansas Missouri Trail extension later this year.

This request is for an 80/20 matching grant, with the City responsible for the 20% local match. For the requested ARDOT amount of \$500,000, the City's required match would be \$100,000 in the 2027 budget. It is anticipated that the City's match will be funded through other outside grant sources.

If you have any questions, regarding this item, please contact me at 418.8653, or email josh.stacey@bentonville.ar.gov.

Attachments:
Eagle Way Design Concept

0 0.25 0.5 Miles

RESOLUTION NO. _____

A RESOLUTION EXPRESSING THE WILLINGNESS OF

The City of Bentonville (COB)

**TO UTILIZE FEDERAL-AID TRANSPORTATION ALTERNATIVES PROGRAM OR
RECREATIONAL TRAILS PROGRAM FUNDS**

WHEREAS, COB understands Federal-aid Transportation Alternatives Program or Recreational Trails Program Funds are available at 80% federal participation and 20% local match to develop or improve the Eagle Way Trail Project, and

WHEREAS, COB understands that Federal-aid Funds are available for this project on a reimbursable basis, requiring work to be accomplished and proof of payment prior to actual monetary reimbursement, and

WHEREAS, this project, using federal funding, will be open and available for use by the general public and maintained by the applicant for the life of the project.

NOW THEREFORE, BE IT RESOLVED BY *The City of Bentonville* THAT:

SECTION I: COB will participate in accordance with its designated responsibility, including maintenance of this project.

SECTION II: *The Mayor of the City of Bentonville* is hereby authorized and directed to execute all appropriate agreements and contracts necessary to expedite the construction of the above stated project.

SECTION III: COB pledges its full support and hereby authorizes the Arkansas Department of Transportation to initiate action to implement this project.

THIS RESOLUTION adopted this _____ day of _____, 2026.

Signed: _____
Stephanie Orman, Mayor

ATTEST: _____
(SEAL) **Malorie Marrs, City Clerk**



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	4/28/2026	Submitted By:	Mark Slaughter
Phone:	(479) 254 2084	For Department(s):	Airport
Email:	mark.slaughter@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 accepting Federal Aviation Administration Grant for the Bentonville Municipal Airport
Action Recommendation & Justification:	A Resolution accepting a 95/5 grant in the amount of \$84,360.00 from the Federal Aviation Administration to provide design funding for an aircraft parking apron on East side of the Bentonville Municipal Airport. A budget adjustment is needed.
Additional Comments for Consideration (Optional):	This will be a 95/5 grant with 95% coming from BIL (Bipartisan Infrastructure Law) money via the FAA and the remaining 5% match will come from a Arkansas Division of Aeronautics grant once the design is complete. The construction phase of this project will happen in the FAA's Fiscal Year 2027 beginning October 1, 2026 and we will be asking for those monies prior to the start of the next federal fiscal year.
Amount for Approval:	\$ 84,360.00

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

101650-33110	Federal Grant	\$	\$ 84,360.00
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	\$	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	\$	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	\$	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue

Fund(s) Impacted

(check all that apply)

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

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

www.bentonvillear.com

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U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Arkansas/Oklahoma Airports
District Office, Southwest Region

FAA ASW-630
10101 Hillwood Pkwy
Fort Worth, TX 76177-1524

April 13, 2026

The Honorable Stephanie Orman
Mayor of Bentonville
Bentonville, AR 72712

Dear Mayor Orman:

The Grant Offer for **Infrastructure Investment and Jobs Act (IIJA) Project No. 3-05-0006-024-2026** at Bentonville Municipal/Louise M Thaden Field Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the Grant Offer carefully.

You may not make any modification to the text, terms or conditions of the Grant Offer.

Steps You Must Take to Enter Into Agreement.

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized **no later than June 02, 2026**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (federal payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this system.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date four (4) years from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project

expenses consistent with project progress. Your grant may be placed in “inactive” status if you do not make draws on a regular basis, which will affect your ability to receive future Grant Offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
 1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
 2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit [FAA Form 5100-140, Performance Report](#) within 30 days of the end of the federal fiscal year.
- For construction projects, you must submit [FAA Form 5370-1, Construction Progress and Inspection Report](#), within 30 days of the end of each federal fiscal quarter.

Audit Requirements. As a condition of receiving federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-federal entities that expend \$1,000,000 or more in federal awards to conduct a single or program specific audit for that year. Note that this includes federal expenditures made under other federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Kathy Franklin, (817) 222-5697, katherine.franklin@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,


Olufemi O. Adeoye (04/13/2028 08:48:03 CDT)

Femi Adeoye, P.E, CFM, PMP
Manager (A)
Arkansas/Oklahoma
Airports District Office



U.S. Department
of Transportation
Federal Aviation
Administration

FEDERAL AVIATION ADMINISTRATION

FY 2026

AIRPORT INFRASTRUCTURE GRANT (AIG) GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date April 13, 2026

Airport/Planning Area **Bentonville Municipal/Louise M Thaden Field Airport**

Airport Grant Number 3-05-0006-024-2026

Unique Entity Identifier FLE5EGLSGK66

TO: City of Bentonville
(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the sponsor has submitted to the FAA a **Project Application dated April 01, 2026**, for a grant of federal funds for a project at or associated with the Bentonville Municipal/Louise M Thaden Field Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Bentonville Municipal/Louise M Thaden Field Airport (herein called the "Project") consisting of the following:

Construct Southeast Transient Apron (Phase I - Design)

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out Title 49, United States Code (USC), Chapters 471 and 475; 49 USC §§ 40101 et seq. and 48103; Consolidated Appropriations Act, 2024 (Public Law Number (P.L.) 118-42); Consolidated Appropriations Act, 2025 (P.L. 119-4); Consolidated Appropriations Act, 2026 (P.L. 119-75); FAA Reauthorization Act of 2024 (P.L. 118-63); Infrastructure Investment and Jobs Act of 2021 (IIJA) (P.L. 117-58) (as applicable); and the representations contained in the Project Application; and in consideration of: (a) the sponsor's adoption and ratification of the most recently published Grant Assurances; (b) the sponsor's acceptance of this offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the project, and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay (95) % of the allowable costs incurred accomplishing the Project as the United States' share of the Project.

Assistance Listings Number(s): 20.117.

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under **this Offer is \$84,360.**

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 USC § 47108(b):

\$84,360 for airport development

2. **Grant Performance.** This agreement is subject to the following federal award requirements:

a. **Period of Performance:**

- i. **Start Date:** The date the recipient formally accepts this agreement and the date signed by the last signatory to the agreement.
- ii. **End Date:** Four (4) years to the calendar day from the date of acceptance.
- iii. **Extension of the Period of Performance (PoP):** The recipient may request a one-time extension of up to one year after the PoP end date by submitting a request to the FAA. The request must include, at a minimum, supporting justification for the request and the amount of additional time requested. The request must be submitted at least 10 calendar days before the PoP end date. This one-time extension may not be exercised for the sole purpose of using unobligated balances.

The PoP end date, or any extension as approved by FAA, shall not affect, relieve, or reduce recipient obligations and assurances that extend beyond the closeout of this agreement.

b. **Budget Period:**

- i. For a single year grant offer, the budget period follows the same start and end date as the PoP provided in paragraph 2(a), and any extension of the PoP end date.
- ii. For a multi-year grant offer, per the authority provided in 49 USC § 47108 and § 47114, the budget period is from the initial PoP start date through the end of the final fiscal year identified on a multi-year grant offer (See Multi-Year Grant Special Condition, if applicable).

c. Appropriation Period of Availability and Expenditure:

- i. The FAA must obligate appropriated funds within the period of availability identified in the appropriation.
- ii. In accordance with 31 USC § 1552, by September 30th of the fifth fiscal year after the period of availability, FAA must liquidate and close expired appropriations, and any remaining balance (whether obligated or unobligated) must be canceled and thereafter shall not be available for obligation or expenditure for any purpose.
- iii. IJA and Supplemental AIP funding are subject to this condition.

d. Close Out:

Recipients shall begin the closeout process upon physical completion of the project(s) identified in this agreement. Closeout shall proceed expeditiously and without delay, even if the PoP end date has not been reached. In accordance with 2 Code of Federal Regulations (CFR) 200, unless the FAA authorizes a written extension, the recipient must submit all grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the PoP end date. If the recipient does not submit all required closeout documentation within this period, the FAA will proceed to close out the grant within one year of the PoP end date with the information available at the end of 120 days.

e. Termination:

The FAA may terminate this agreement and all of its obligations under this agreement if any of the following occur:

- i. The recipient fails to comply with the terms and conditions of this agreement;
- ii. The recipient fails to obtain or provide any recipient grant contribution as required by the agreement;
- iii. There is a material failure to comply with the Project Schedule even if it is beyond the reasonable control of the recipient;
- iv. Any project changes that the FAA determines are inconsistent with the FAA's basis for selecting the project to receive a grant;
- v. Continued grant payment inactivity, generally defined as no drawdowns over a 12-month period;
- vi. The recipient requests that the FAA terminate the agreement under this section; or
- vii. The FAA determines that termination of this agreement is in the public interest.

In terminating this agreement under this section, the FAA may elect to consider only the interests of the FAA.

- 3. Ineligible or Unallowable Costs.** In accordance with 49 USC § 47110, the sponsor is prohibited from including any costs in the grant funded portions of the project that the FAA has determined to be ineligible or unallowable, including costs incurred to carry out airport development implementing policies and initiatives repealed by Executive Order 14148, provided such costs are not otherwise permitted by statute.

4. **Indirect Costs - Sponsor.** The sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application, as accepted by the FAA, to allowable costs for sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 USC § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs, and settlement will be made for any upward or downward adjustments to the federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The sponsor must carry out and complete the project without undue delay, and in accordance with this agreement, 49 USC Chapters 471 and 475, IJA (P.L. 117-58) (as appropriate), and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months, or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The sponsor also agrees to comply with the grant assurances, which are part of this agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project(s) unless this offer has been accepted by the sponsor **on or before June 02, 2026**, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds and Mandatory Disclosure.**
 - a. The sponsor must take all steps, including litigation, if necessary, to recover federal funds spent fraudulently, wastefully, or in violation of federal antitrust statutes, or misused in any other manner for any project upon which federal funds have been expended. For the purposes of this grant agreement, the term "federal funds" means funds however used or dispersed by the sponsor, that were originally paid pursuant to this or any other federal grant agreement. The sponsor must obtain the approval of the Secretary as to any determination of the amount of the federal share of such funds. The sponsor must return the recovered federal share, including funds recovered by settlement, order, or judgment, to the Secretary. Upon request, the sponsor must furnish to the Secretary all documents and records pertaining to the determination of the amount of the federal share, or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the sponsor, in court or otherwise, involving the recovery of such federal share require advance approval by the Secretary.
 - b. The sponsor, a recipient, and a subrecipient under this federal grant must promptly comply with the mandatory disclosure requirements as established under 2 CFR § 200.113, including reporting requirements related to recipient integrity and performance in accordance with Appendix XII to 2 CFR Part 200.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this agreement.

11. System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).

- a. Requirement for System for Award Management (SAM): Unless the sponsor is exempted from this requirement under 2 CFR § 25.110, the sponsor must maintain the currency of its information in the SAM until the sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
- b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit, or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.

12. Electronic Grant Payment(s). Unless otherwise directed by the FAA, the sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.**13. Informal Letter Amendment of Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the sponsor by \$25,000 or five percent, whichever is greater, the FAA can issue a letter amendment to the sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun, provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous, and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

14. Environmental Standards. The sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.**15. Financial Reporting and Payment Requirements.** The sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.**16. Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 USC § 50101, the sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this grant.**17. Build America, Buy America.** The sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 117-58).

18. Maximum Obligation Increase. In accordance with 49 USC § 47108(b)(2), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this grant:

- a. May not be increased for a planning project;
- b. May be increased by not more than 15 percent for development projects, if funds are available;
- c. May be increased by not more than the greater of the following for a land project, if funds are available:
 - i. 15 percent; or
 - ii. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 USC § 47109, or IJA (P.L. 17-58), or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the federal share as applicable through an informal letter of amendment.

19. Audits for Sponsors.

PUBLIC SPONSORS. The sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$1,000,000 in federal awards and are exempt from federal audit requirements must make records available for review or audit by the appropriate federal agency officials, state, and Government Accountability Office. The FAA and other appropriate federal agencies may request additional information to meet all federal audit requirements.

20. Suspension or Debarment. When entering into a "covered transaction" as defined by 2 CFR § 180.200, the sponsor must:

- a. Verify the non-federal entity is eligible to participate in this federal program by:
 - i. Checking the System for Award Management (SAM.gov) exclusions to determine if the non-federal entity is excluded or disqualified; or
 - ii. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
 - iii. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.
- c. Immediately disclose in writing to the FAA whenever (1) the sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the public sponsor suspends or debars a contractor, person, or entity.

21. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the sponsor is encouraged to:
 - i. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal Government, including work relating to a grant or subgrant.
 - ii. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- f. The sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this grant.

22. Trafficking in Persons.

- a. *Posting of contact information.*
 - i. The sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.
- b. *Provisions applicable to a sponsor that is a private entity.*
 - i. Under this grant, the sponsor, its employees, subrecipients under this grant, and subrecipient's employees must not engage in:
 - a) Severe forms of trafficking in persons;
 - b) The procurement of a commercial sex act during the period of time that the grant or cooperative agreement is in effect;
 - c) The use of forced labor in the performance of this grant; or any subaward; or
 - d) Acts that directly support or advance trafficking in persons, including the following acts:
 - 1. Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;
 - 2. Failing to provide return transportation of pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:
 - a. Exempted from the requirement to provide or pay for such return transportation by the federal department or agency providing or entering into the grant; or

- b. The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or witness in a human trafficking enforcement action;
 - 3. Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;
 - 4. Charging recruited employees a placement or recruitment fee; or
 - 5. Providing or arranging housing that fails to meet the host country's housing and safety standards.
 - ii. The FAA may unilaterally terminate this grant or take any remedial actions authorized by 22 USC § 7104b(c), without penalty, if any private entity under this grant:
 - a) is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant; or
 - b) has an employee that is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant through conduct that is either:
 - 1. Associated with the performance under this grant; or
 - 2. Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.
- c. *Provisions applicable to a sponsor other than a private entity.*
- i. The FAA may unilaterally terminate this award or take any remedial actions authorized by 22 USC § 7104b(c), without penalty, if subrecipient is a private entity under this grant:
 - a) is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant or
 - b) has an employee that is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant through conduct that is either:
 - 1. Associated with the performance under this grant; or
 - 2. Imputed to the sponsor or subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.
- d. *Provisions applicable to any sponsor or subrecipient.*
- i. The sponsor or subrecipient must inform the FAA and the DOT Inspector General immediately of any information you receive from any source alleging a violation of a prohibition in paragraph 2.a. (PoP) of this grant.
 - ii. The FAA's right to unilaterally terminate this grant as described in paragraphs 2.b. (Budget Period) or 3.a. (Close Out and Termination) of this grant, implements the requirements of 22 USC Chapter 78, and is in addition to all other remedies for noncompliance that are available to the FAA under this grant.

- iii. The sponsor must include the requirements of paragraph 2.a. (PoP) of this grant award term in any subaward it makes to a private entity.
- iv. If applicable, the sponsor must also comply with the compliance plan and certification requirements in 2 CFR § 175.105(b).
- e. *Definitions. For purposes of this grant award, term:*
 - i. "Employee" means either:
 - a) An individual employed by the sponsor or a subrecipient who is engaged in the performance of the project or program under this grant; or
 - b) Another person engaged in the performance of the project or program under this grant and not compensated by the sponsor or a subrecipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing requirements.
 - ii. "Private Entity" means:
 - a) Any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR § 200.1.
 - b) The terms "severe forms of trafficking in persons," "commercial sex act," "sex trafficking," "abuse or threatened abuse of law or legal process," "coercion," "debt bondage," and "involuntary servitude" have the meanings given at section 103 of the Victims of Trafficking and Violence Protection Act of 2000, as amended (22 USC § 7102).

23. Grant Funded Work Included in a PFC Application. Within 120 days of acceptance of this Grant Agreement, the sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

24. Exhibit "A" Property Map. The Exhibit "A" Property Map dated February 26, 2021, is incorporated herein by reference, or is submitted with the project application and made part of this Grant Agreement.

25. Employee Protection from Reprisal. In accordance with 2 CFR § 200.217 and 41 USC § 4701, an employee of a grantee, subgrantee contractor, recipient, or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in 41 USC § 4712(a)(2) information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. The grantee, subgrantee, contractor, recipient, or subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 USC § 4712. See statutory requirements for whistleblower protections at 10 USC § 4701, 41 USC § 4712, 41 USC § 4304, and 10 USC § 4310.

26. Prohibited Telecommunications and Video Surveillance Services and Equipment. The sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889] and 2 CFR § 200.216.

27. Critical Infrastructure Security and Resilience. The sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in its project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.

28. Title VI of the Civil Rights Act. As a condition of a grant award, the sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d et seq.) and implementing regulations (49 CFR Part 21), the Airport and Airway Improvement Act of 1982 (49 USC § 47123), the Age Discrimination Act of 1975 (42 USC § 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. The sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, and genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

29. Applicable Federal Anti-Discrimination Laws. The sponsor agrees:

- a. That its compliance in all respects with all applicable federal anti-discrimination laws is material to the government's payment decisions for purposes of 31 USC § 3729(b)(4) and
- b. To certify that it does not operate any programs promoting Diversity, Equity, and Inclusion (DEI) that violate any applicable federal anti-discrimination laws.

30. National Airspace System Requirements.

- a. The sponsor shall cooperate with FAA activities installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System, including waiving permitting requirements and other restrictions affecting those activities to the maximum extent possible, and assisting the FAA in securing waivers of permitting or other restrictions from other authorities. The sponsor shall not take actions that frustrate or prevent the FAA from installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System.
- b. If FAA determines that the sponsor has violated subsection a., the FAA may impose a remedy, including:
 - i. Additional conditions on the award;
 - ii. Consistent with 49 USC Chapter 471, any remedy permitted under 2 CFR §§ 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the recipient to the DOT; suspension or termination of the award; or suspension and debarment under 2 CFR part 180; or
 - iii. Any other remedy legally available.

- c. In imposing a remedy under this condition, the FAA may elect to consider the interests of only the FAA.
- d. The sponsor acknowledges that amounts that the FAA requires the sponsor to refund to the FAA due to a remedy under this condition constitute a debt to the Federal Government that the FAA may collect under 2 CFR 200.346 and the Federal Claims Collection Standards (31 CFR Parts 900–904).

31. Signage Costs for Construction Projects. The sponsor agrees that it will require the prime contractor of a federally-assisted airport improvement project to post signs consistent with a DOT/FAA-prescribed format, as may be requested by the DOT/FAA, and further agrees to remove any signs posted in response to requests received prior to February 1, 2025.

SPECIAL CONDITIONS

32. **Design Grant.** This Grant Agreement is being issued in order to complete the design of the project. The sponsor understands and agrees that within two (2) years after the design is completed that the sponsor will accept, subject to the availability of the amount of federal funding identified in the Airport Capital Improvement Plan (ACIP), a grant to complete the construction of the project in order to provide a useful and usable unit of work. The sponsor also understands that if the FAA has provided federal funding to complete the design for the project, and the sponsor has not completed the design within four (4) years from the execution of this Grant Agreement, the FAA may suspend or terminate grants related to the design.

The sponsor's acceptance of this offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the sponsor, as hereinafter provided, and this offer and acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the sponsor with respect to the accomplishment of the project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the sponsor's acceptance of this offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.¹

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**


Olufemi O. Adeoye (04/13/2026 06:48:03 CDT)

(Signature)

Olufemi O. Adeoye

(Typed Name)

Manager (A)

(Title of FAA Official)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing offer, and does hereby accept this offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.²

Dated April 22, 2026

City of Bentonville

(Name of Sponsor)



Stephanie Orman (04/22/2026 09:27:50 CDT)

(Signature of Sponsor's Authorized Official)

By: Stephanie Orman

(Typed Name of Sponsor's Authorized Official)

Title: Mayor

(Title of Sponsor's Authorized Official)

² Knowingly and willfully providing false information to the Federal Government is a violation of 18 USC § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, **Bonnie Bridges**, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Arkansas. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (USC), Chapters 471 and 475; 49 USC §§ 40101 et seq., and 48103; Consolidated Appropriations Act, 2024 (P.L. 118-42); Consolidated Appropriations Act, 2025 (P.L. 119-4); Consolidated Appropriations Act, 2026 (P.L. 119-75); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.³

Dated at **April 22, 2026**

By: 
 Bonnie Bridges (04/22/2026 09:29:00 CDT)
(Signature of Sponsor's Attorney)

ASSURANCES AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, USC, subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.

³ Knowingly and willfully providing false information to the Federal Government is a violation of 18 USC § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

3. Upon acceptance of this Grant Offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. Airport Development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a Grant Offer of federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, 37, and 40 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of federal funds for this grant. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

FEDERAL LEGISLATION

- a. 49 USC subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 USC §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act — 29 USC § 201, et seq.
- d. Hatch Act — 5 USC § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 USC § 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 — Section 106 — 54 USC § 306108.¹
- g. Archeological and Historic Preservation Act of 1974 — 54 USC § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act — 25 USC § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended — 42 USC § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended — 16 USC § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) - 42 USC § 4012a.¹
- l. 49 USC § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 USC § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq.) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 USC § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 — 42 USC § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended — 42 USC § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 — Section 403 — 42 USC § 8373.¹
- t. Contract Work Hours and Safety Standards Act — 40 USC § 3701, et seq.¹
- u. Copeland Anti-kickback Act — 18 USC § 874.¹

- v. National Environmental Policy Act of 1969 – 42 USC § 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 USC § 1271, et seq.
- x. Single Audit Act of 1984 – 31 USC § 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 – 41 USC §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.
- cc. Build America, Buy America Act, P.L. 117-58, Title IX.
- dd. Endangered Species Act – 16 USC 1531, et seq.
- ee. Title IX of the Education Amendments of 1972, as amended – 20 USC 1681–1683 and 1685–1687.
- ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 USC 1101, et seq.
- gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 USC § 4541, et seq.
- hh. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 USC § 4541, et seq.
- ii. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 USC § 1352.

EXECUTIVE ORDERS

- a. Executive Order 11990 – Protection of Wetlands
- b. Executive Order 11988 – Floodplain Management
- c. Executive Order 12372 – Intergovernmental Review of Federal Programs
- d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers
- f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship
- g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing
- h. Executive Order 14154 – Unleashing American Energy
- i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government
- j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.^{3, 4, 5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1, 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).

- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 2 CFR Part 200 contains requirements for state and local governments receiving federal assistance. Any requirement levied upon state and local governments by this regulation shall apply where applicable to private sponsors receiving federal assistance under Title 49, United States Code.
- ⁴ Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁵ Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal Government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to 49 USC § 47107(a)(16) and (x), it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors

of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the state in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 USC § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 USC §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 USC § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in

accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
 1. Operating the airport's aeronautical facilities whenever required;
 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions

interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to ensure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
 - 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers

which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the federal share of an airport development, airport planning or noise compatibility project for

which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
 2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 USC § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 USC § 47107.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the

public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. The airport owner or operator will maintain a current airport layout plan of the airport showing:
 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.
- b. Subject to subsection 49 USC § 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification of the plan before the plan, revision, or modification takes effect.
- c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—
 1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or
 2. complies with the portions of the plan approved by the Secretary.
- d. When the airport owner or operator makes a change or alteration in the airport or the facilities which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
 1. eliminate such adverse effect in a manner approved by the Secretary; or
 2. bear all costs of relocating such property or its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d to 2000d-4); creed and sex per 49 USC § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

- b. Applicability

1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
3. Real Property. Where the sponsor receives a grant or other federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which federal financial assistance is extended to the program, except where the federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The (**City of Bentonville**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex , age, or disability in consideration for an award."

- e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.

3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex, age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 USC § 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 USC §§ 47114, 47115, or 47117;
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United

States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 USC § 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 USC §§ 47114, 47115, or 47117;
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received federal funds under Chapter 471 subchapter 1 of Title 49 USC, it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (https://www.faa.gov/airports/aip/aip_pfc_checklist) for AIP projects as of April 01, 2026.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under state law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises (DBE)/Airport Concessions Disadvantaged Business Enterprise (ACDBE) Program.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 USC § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 USC §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 USC § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
 - 1. Describes the requests;

2. Provides an explanation as to why the requests could not be accommodated; and
 3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

40. Access to Leaded Aviation Gasoline

- a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with, 100-octane low lead aviation gasoline.
- b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the FAA as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA.
- c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 USC § 46301(a)(8).

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ACCEPT A GRANT FROM THE FEDERAL AVIATION ADMINISTRATION, IN THE AMOUNT OF EIGHTY-FOUR THOUSAND THREE HUNDRED SIXTY DOLLARS (\$84,360.00), TO CONSTRUCT AN AIRCRAFT PARKING APRON AT THE BENTONVILLE MUNICIPAL AIRPORT; AMENDING THE 2026 BUDGET; AND FOR OTHER PURPOSES.

WHEREAS, the Bentonville Municipal Airport requests approval to accept a grant from the Federal Aviation Administration (FAA), in the amount of eighty-four thousand three hundred sixty dollars (\$84,360.00);

WHEREAS, this grant will fund construction of an airport parking apron, on the East side of the Bentonville Municipal Airport;

WHEREAS, this is a 95/5 grant where an Arkansas Division of Aeronautics grant will be sought to fund the City's portion; and

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

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

Section 1: The Mayor and City Clerk are hereby authorized to enter into a grant agreement with the Arkansas FAA, in the amount of eighty-four thousand three hundred sixty dollars (\$84,360.00), to construct an airport parking apron at the Bentonville Municipal Airport;

Section 2: The 2026 Budget is hereby adjusted to recognize eighty-four thousand three hundred sixty dollars (\$84,360.00) in grant funds into Account #101650-33110 – State Federal Grant;

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:

ATTEST:

Stephanie Orman, MAYOR

Malorie Marrs, CITY CLERK



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	4/28/2026	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 to Waive Bids to Order 750 Copper Underground Wire (Bentonville Health Care Campus)
Action Recommendation & Justification:	Approval of an Ordinance to waive competitive bidding to purchase 750 Copper 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 4-0. 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 \$788,176.37 plus \$74,876.76 in applicable taxes. This wire costs will be reimbursed by the Health Care Campus. It is for relocation of an existing OH line.
Amount for Approval:	\$ 863,053.13

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
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue

Fund(s) Impacted

(check all that apply)

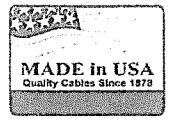
☐ General Fund ☐ Utility Fund ☐ Street Fund ☐ Other(s): _____

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712



3/24/2026

100 ALPHA DRIVE
 BUILDING "B"
 DESTREHAN LA 70047
 TEL:504-467-1920 FAX:504-467-1926

QUOTATION PREPARED FOR:
 IRBY, STUART C.-LITTLE ROCK
 DEB NEEDS
 CITY OF BENTONVILLE, ARK

OKONITE REFERENCE:55-60129-012 CUSTOMER
 REFERENCE: CITY OF BENTONVILLE, ARK

ITEM	QUANTITY	DESCRIPTION	NET	SHIP	PRICE
			WEIGHT 1000 FT		1000 FT

PRICES QUOTED ARE SUBJECT TO METALS ESCALATION, DE-ESCALATION

ALL CABLE AVAILABILITY IS BASED "ONLY" ON TODAY'S
 3/24 INVENTORY / BACKORDERS. ALL ARE SUBJECT TO
 CHANGE WITHOUT NOTICE

"PLEASE RE-CHECK QUOTE PRICING AND STOCK PRIOR
 TO SENDING YOUR PURCHASE ORDER"

001	18,000'	1/C 750 CLASS B COPPER C-RD -SS- 220 OKOGUARD EPR - 024 SC EPR - 24 X .1010 COPPER CONC WIRES (THIRD NEUTRAL) - 2 RIPCORDS - WB TAPE - 080 OKOLENE PE W/3 RED STRIPES - SEQ PRINT - 15KV SERIAL NUMBER = 32300	3901	75696	\$36,228. ⁹
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EXPIRES
 5/22/26

METAL WEIGHT LBS PER 1000 FT:
 COPPER 3090

METAL BASE:(SEE BASIS IN ESCALATION SECTION)
 COPPER 5.554000

SPECIAL MANUFACTURED ITEM

APPROX O.D. INCHES 1.852

CUSTOMER PRODUCT CODE: COB# 2385

REELS:



THE OKONITE COMPANY

QUALITY CABLES SINCE 1878



7 @	2500	78X48X42 NR	(REEL WIDTH	56.5 GW	10515)
1 @	500	50X32X24 LW	(REEL WIDTH	36.5 GW	2094)

AVAILABILITY: SEE NOTES

ITEM 1 ADD 2 RIPCORDS
10 WKS BASIS COMPONENT
CLARIFICATION

WE OFFER URO-J CABLE MANUFACTURED & TESTED IN ACCORDANCE WITH CURRENT EDITIONS OF ICEA S-94-649, ICEA S-97-682 AND AEIC CS8.
WE OFFER 750 MCM COMPONENT STOCK WITH COMPACT RD COPPER CLASS B STRANDED CONDUCTOR PER ASTM-B496.
WE OFFER REDUCED SEMI-CON CONDUCTOR SHIELD THICKNESS PER AEIC CS8 AND ICEA S-94-649, PARA 3.2.1 WHICH ALLOWS A 50% REDUCTION OF THE MINIMUM POINT THICKNESS FROM TABLE 3-1 FOR COMPACT CONDUCTORS HAVING A DIAMETER ECCENTRICITY OF LESS THAN OR EQUAL TO 2 MILS MEASURED BEFORE THE EXTRUDED SHIELD IS APPLIED.

EXCEPTION

WE OFFER COMPONENT STOCK WITH 24 MILS OF SEMI-CON INS. SHIELD THICKNESS PER ICEA S-97-682 TABLE 5-1 IN LIEU OF 40 MILS THICKNESS PER ICEA S-94-649, TABLE 5-1 FOR CONCENTRIC WIRE NEUTRAL CABLE. REFER TO OKONITE PRODUCT DATA SHEET 2:42.

=====

FOR AUTHORIZED STOCK ITEMS ONLY, REEL AND CUT CHARGES WILL APPLY FOR LENGTHS 500 FEET OR LESS.

MINIMUM ORDER \$500

F.O.B. SHIPPING POINT

TERMS: NET 30 DAYS

LENGTH TOLERANCE: MINIMUM -0% MAXIMUM +0%
PRICES QUOTED HEREIN DO NOT PERMIT EXACT LENGTHS OR REDUCED TOLERANCES, UNLESS SPECIFICALLY NOTED.

* THE FOLLOWING HYPERLINKED FILE *
* [OKONITE-TERMS-AND-CONDITIONS.PDF](#), *
* FORM PART OF THIS QUOTATION. *

THE OKONITE COMPANY
BY DAVE CHIVATERO

ON SHIPMENTS 5,000 LBS. AND OVER, ORDINARY FREIGHT ALLOWED TO DESTINATION (NEAREST FREIGHT STATION OR COMMON CARRIER DELIVERY POINT) TO AND WITHIN ALL STATES EXCEPT ALASKA AND HAWAII. SHIPMENTS TO THESE TWO STATES ARE FREIGHT ALLOWED TO PORT OF EMBARKATION. ON SHIPMENTS OF LESS THAN 5,000 LBS. - NO FREIGHT IS ALLOWED.

ESCALATION:

PRICES QUOTED HEREIN ARE THOSE IN EFFECT TODAY, AND ARE PREDICATED ON IMMEDIATE RELEASE FOR MANUFACTURE AND SHIPMENT AS SOON AS COMPLETED. THESE PRICES SHALL BE ADJUSTED FOR CHANGES IN THE PRICE OF METALS (COPPER, STEEL, LEAD, ALUMINUM), WHICH MAY OCCUR BETWEEN THE DATE OF QUOTATION AND THE DATES SHIPMENTS ARE MADE. ALL SUCH ADJUSTMENTS WILL BE MADE AGAINST THE NET PRICE AFTER ALL DISCOUNTS AND WILL BE CALCULATED USING METAL WEIGHTS QUOTED HEREIN. ORDERS RECEIVED WITHOUT CUTTING LENGTHS OR FOR SUBSEQUENT RELEASE, SHALL BE BILLED AT PRICE IN EFFECT ON THE DAY RELEASE IS RECEIVED AND SHALL BE ADJUSTED THEREAFTER FOR CHANGES IN THE PRICE OF METALS (COPPER, STEEL, LEAD, ALUMINUM), WHICH MAY OCCUR BETWEEN THE DATE OF RELEASE AND THE DATES SHIPMENTS ARE MADE.

BASIS:

COPPER: COMEX, CURRENT MONTH SETTLE PRICE,
PREVIOUS DAY CLOSING.

ALUMINUM:

LEAD: LONDON METALS EXCHANGE (LME) SETTLE PRICE.

STEEL: AMERICAN METALS MARKET - COLD ROLLED SHEET CLASS 1.

RETURNABLE REEL CHARGES MAY APPLY AS APPLICABLE.

UPON SHIPMENT AGAINST A SPECIFIC RELEASE OR PURCHASE ORDER, THE RESULTING INVOICE WILL INCLUDE A CHARGE FOR ANY TARIFF-IMPACTED COMPONENTS.

(END OF QUOTATION)



City of Bentonville
1000 SW 14th St.
Bentonville, AR 72712

Purchase Order

Fiscal Year 2026

Page 1 of 1

**THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES, AND SHIPPING PAPERS.**

Purchase Order Number **22601726**

Purchase Order Date **04/02/2026**

Department **Inventory**

Bill To 1040
City of Bentonville
1000 SW 14th St
Bentonville, AR 72712
accountspayable@bentonvillear.com

Ship To 3520
INVENTORY
501 SW 28TH ST
BENTONVILLE, AR 72712

Vendor 2260
STUART C. IRBY COMPANY
P. O. BOX 843959
DALLAS, TX 75284-3959

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
501-565-4466		2260	12603785	Amy Smith	

NOTES					
ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	WIRE 750 MCM 15KV 220MIL U/G 'COPPER' UNDERGROUND WIRE 1/3 CONCENTRIC NEUTRAL 24 x .1010 COPPER CONC WIRES (THIRD NEUTRAL) 2 RIPCORDS - WB TAPE -080 OKOLENE PE W/3 RED STRIPES SEQ PRINT - 15KV OKONITE WIRE ONLY COB PART #2385	21,756.0000	FT	\$36.2280	\$788,176.37

Total Ext. Price \$788,176.37

Total Sales Tax \$74,876.76

Purchase Order Total \$863,053.13


Purchasing Manager

Job Name: Bentonville Health Care Campus

Run #1	486' x 3
Run #2	664 'x 3
Run #3	666' x 3
Run #4	652' x 3
Run #5	682' x 3
Run #6	678' x 3
Run #7	585' x 3
Run #8	557' x 3
Run #9	565' x 3
Run #10	417' x 3
Run #11	660' x 3
Run #12	640' x 3

Total: 21,756'

City of Bentonville

Address all acknowledgements and all communications relating to this order to the Purchasing Office, City of Bentonville, 1000 SW 14th St., Bentonville, Arkansas, 72712.

Conditions Governing this Purchase Order

1. Written Order: THE CITY OF BENTONVILLE IS NOT RESPONSIBLE FOR MATERIALS, SUPPLIES OR EQUIPMENT DELIVERED WITHOUT AUTHORITY OF ITS WRITTEN ORDER.
2. Packing Slips: Itemized packing slips must be included with ALL shipments or deliveries. The packing slips must include the name of the DEPARTMENT for whom delivery is intended.
3. Inspection & Acceptance: All materials, supplies and equipment received are subject to inspection and acceptance by the City of Bentonville.
4. Invoices: Invoices must reflect the City of Bentonville Purchase Order Number.
5. Discounts: Discounts will be taken from the date of receipt of goods or date of invoice, whichever is later.
6. Remit-To: Mail invoices to the attention of the Accounting Department at 1000 SW 14th St., Bentonville, Arkansas 72712.

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 COPPER UNDERGROUND WIRE PER UNIT PRICES IN THE ESTIMATED AMOUNT OF EIGHT-HUNDRED SIXTY-THREE THOUSAND FIFTY-THREE DOLLARS AND THIRTEEN CENTS (\$863,053.13); PROVIDING FOR THE EMERGENCY CLAUSE; AND FOR OTHER PURPOSES.

WHEREAS, the Inventory Warehouse Department needs to purchase 750 Copper 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 Copper Underground Wire in the estimated amount of Eight-Hundred Sixty-Three Thousand Fifty-Three Dollars and Thirteen Cents (\$863,053.13).

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 Copper 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:	4/28/2026	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 Revising Bella Vista Village Property Owner's Association Wholesale Contract
Action Recommendation & Justification:	Resolution authorizing the Mayor and City Clerk to enter into a revised agreement with the Bella Vista Property Owners Association for the sale of water to be served within their service area. Bella Vista requested some revisions to the approved contract and after some discussion we have a mutually agreed upon a contract. Utility Board approved 4-0. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	Proposed contract revision is for a 10 year period with a rate analysis every 5 years. A monthly based rate with annual adjustments determined by the Water and sewerage maintenance expenditure category of the Consumer Price Index, 30% markup to the Beaver water rate and a 17.5% share in future capital costs exceed \$2,00,000.00 that may be entailed or incurred in providing the infrastructure necessary to serve the Bella Vista Property Owners Association. 36 months notice on non contract renewal and 90 day notice on annual CPI increase.
Amount for Approval:	\$

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

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

Fund(s) Impacted

(check all that apply)

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

Budget Impact Notes for Consideration (Optional):

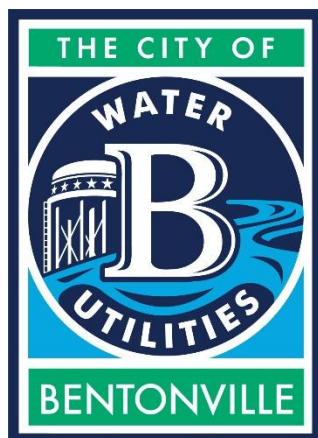
City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

www.bentonvillear.com

Please Recycle!



Revisions from the Council approved Contract to this proposed revised Contract.

This paragraph was added so that it was understood that this is an amendment to the original 2005 agreement.

WHEREAS, the VILLAGE and the CITY entered into certain Agreement, dated December 22nd, 2005 regarding water provided to the VILLAGE by the CITY, water facilities and related matters (the “Original Agreement”); and

This revision was requested to provide the 90-day notice and if we miss that timeline we don’t add another year of CPI increased together.

4(b) If it has been less than five years since the previous cost of water analysis described in Section 4(a), upon ninety (90) days’ notice prior to January 1 of any year, the CITY shall adjust the BASE CHARGE effective as of such January 1 by an amount equal to or less than the year over year percentage change for the immediate twelve (12) month period in the Water and sewerage maintenance expenditure category (or its equivalent) of the Consumer Price Index for all Urban Consumers (CPI-U), as published by the United States Department of Labor Bureau of Labor Statistics (or its successor). Any increases under this Section 4(b) shall be non-cumulative from year to year from any year the above notice is not provided.

The \$2,000,000 amount was necessary for Bella Vista to do financial planning around this potential monetary ask from us to them for capitalized repairs.

7 The term “Joint Water Facilities” shall mean the 48-inch diameter transmission main from BWD terminating at the intersection of Southwest 28th Street and Southwest I Street, Bentonville, Arkansas, and the 2.0-million-gallon elevated water storage tank the specifically serviced the VILLAGE. As used herein “Capital Costs” shall mean single major capital repairs or capital upgrades solely to the Joint Water Facilities **in excess of the amount of \$2,000,000**. Except in the case of an emergency, prior to making such repair or upgrades the CITY shall provide written notice of the specifications of the repair or upgrade for the VILLAGE’s reasonable approval. In no event shall Capital Costs include any costs related to the negligence or willful failure of the CITY to perform maintenance of any water lines or facilities comprising the Joint Water Facilities.

The Parties acknowledge and agree that the VILLAGE is a shareholder and has acquired equity and ownership in a pro-rata capacity allocation of Seventeen and one-half percent (17.5%) totaling 5.25 MGD maximum day capacity based on a reasonable transmission system maximum day capacity of 30 MGD of the Joint Water Facilities. The CITY will retain physical ownership and shall be solely responsible for all operation-maintenance-repair responsibilities in the Joint Water Facilities. This Seventeen and one-half percent (17.5 %) capacity allocation shall be vested in and to the VILLAGE and they may reallocate via sale or lease any part of the unutilized capacity to the CITY or another wholesale customer (or shareholder) of the CITY utilizing treated water transmission capacity, as may be applicable, under any terms and conditions mutually agreeable to any transferee shareholder and transferor shareholder within the current or future affected wholesale customer group of the CITY.

We changed the automatic renewal to one year and Bella Vista asked for the 36 month notice on non-renewal in the event that the City decides to not serve them. This time period would give them time to plan for that potential event.

16. This agreement shall remain in full force and effect for an initial period of ten (10) years from and after the effective date of this agreement and shall **automatically renew for subsequent one (1) year periods** thereafter. Subject to applicable law, any party wishing not to renew this agreement at the conclusion of the initial term, or any one-year term, thereafter, **must submit a written notice of non-renewal at least thirty-six (36) months prior to the date that the agreement would otherwise be renewed (for the initial 10-year term) or six (6) months prior to the end of any one-year renewal period.** The party to whom a notice of non-renewal is submitted shall acknowledge receipt of the notice in writing withing thirty (30) days of the date of the non-renewal notice. This agreement may be amended during any term only by written approval of both parties executed by the proper authority of the respective parties.

AGREEMENT

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

WITNESSETH THAT:

WHEREAS, the VILLAGE and the CITY entered into certain Agreement, dated December 22nd, 2005 regarding water provided to the VILLAGE by the CITY, water facilities and related matters (the "Original Agreement"); and

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

WHEREAS, water is being supplied to the VILLAGE by the CITY through three metering stations; one being located at Cold Cave Drive Pumping Station, one at Bridgewater pumping station, and one at 3471 South Lake Drive (each referred to herein as a "Metering Station"); and

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

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

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

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

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

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

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

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

That both parties understand and agree that the VILLAGE shall pay for the metered volume of water registered on the master metering equipment provided by the CITY for that purpose. The CITY will furnish said water at 3471 South Lake Drive, Cold Cave Drive delivery point at a normal minimum pressure of 100 pounds per square inch gauge (psig) and Bridgewater delivery point at a normal and minimum pressure of 50 psig.

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

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

a) The VILLAGE will pay a BASE CHARGE for Operation, Maintenance, Repair, Rehabilitation, and Replacement of the CITY infrastructure servicing the VILLAGE, and other reasonable and associated water utility operational costs (such as billing, etc.) incurred by the CITY. The BASE CHARGE shall be determined at the time a rate analysis is performed as outlined in Section 4 below and adjusted according to the rate study findings. The initial BASE CHARGE shall be \$50,923.00 due monthly commencing on May 1, 2026, and extended for a minimum of three (3) years. Except as modified by Section 4b, said BASE CHARGE shall remain in effect until the next rate analysis is performed as outlined in section 4 below.

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

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

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

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

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

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

(b) If it has been less than five years since the previous cost of water analysis described in Section 4(a), upon ninety (90) days’ notice prior to January 1 of any year, the CITY shall adjust the BASE CHARGE effective as of such January 1 by an amount equal to or less than the year over year percentage change for the immediate twelve (12) month period in the Water and sewerage maintenance expenditure category (or its equivalent) of the Consumer Price Index for all Urban Consumers (CPI-U), as published by the United States Department of Labor Bureau of Labor Statistics (or its successor). Any increases under this Section 4(b) shall be non-cumulative from year to year from any year the above notice is not provided.

5. That in the event that BWD adjusts the cost of treated water purchased by the CITY, the CITY shall immediately adjust concurrently on the effective date the VILLAGE’s BULK WATER CHARGE in the amount of the net adjustment of the treated water cost.

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

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

operation of its own water distribution system. The CITY and VILLAGE shall share all Capital Costs for the Joint Water Facilities that may be entailed or incurred in providing the infrastructure necessary to serve the VILLAGE. The VILLAGE'S share shall be 17.5 percent. The CITY shall invoice the VILLAGE directly for its share (17.5%) of Capital Costs based on the actual costs incurred. Payment of these invoices shall be made by the VILLAGE to the CITY within thirty (30) days following City providing third party invoices supporting the Capital Costs, but the CITY, at its sole discretion, may choose to offer to extend the repayment or determine other arrangements to the mutual benefit of the CITY and VILLAGE.

The term "Joint Water Facilities" shall mean the 48-inch diameter transmission main from BWD terminating at the intersection of Southwest 28th Street and Southwest I Street, Bentonville, Arkansas, and the 2.0-million-gallon elevated water storage tank the specifically serviced the VILLAGE. As used herein "Capital Costs" shall mean single major capital repairs or capital upgrades solely to the Joint Water Facilities in excess of the amount of \$2,000,000. Except in the case of an emergency, prior to making such repair or upgrade the CITY shall provide written notice of the specifications of the repair or upgrade for the VILLAGE's reasonable approval. In no event shall Capital Costs include any costs related to the negligence or willful failure of the CITY to perform maintenance of any water lines or facilities comprising the Joint Water Facilities.

The Parties acknowledge and agree that the VILLAGE is a shareholder and has acquired equity and ownership in a pro-rata capacity allocation of Seventeen and one-half percent (17.5%) totaling 5.25 MGD maximum day capacity based on a reasonable transmission system maximum day capacity of 30 MGD of the Joint Water Facilities. The CITY will retain physical ownership and shall be solely responsible for all operation-maintenance-repair responsibilities in the Joint Water Facilities. This Seventeen and one-half percent (17.5 %) capacity allocation shall be vested in and to the VILLAGE and they may reallocate via sale or lease any part of the unutilized capacity to the CITY or another wholesale customer (or shareholder) of the CITY utilizing treated water transmission capacity, as may be applicable, under any terms and conditions mutually agreeable to any transferee shareholder and transferor shareholder within the current or future affected wholesale customer group of the CITY.

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

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

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

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

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

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

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

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

(e) For nonpayment as set forth in this agreement.

11. That metering equipment shall be tested annually for accuracy by an independent and duly qualified firm/agency retained by the CITY to ensure accuracy of measurement. The VILLAGE shall be notified at least three (3) days in advance of the time of such test and shall have the right to monitor such test. Each of said metering devices shall be within acceptable standards or shall be immediately repaired, refurbished, or otherwise replaced with equivalent quality metering devices to conform within acceptable standards as recommended and accepted by the American Water Works Association. All billable water volumes shall be corrected based upon the average of the as found and the as-restored test results. The CITY shall have full control of the metering equipment at all times and shall continue to be committed to incur the obligation to maintain those facilities and equipment annually to recommended standards of the American Water Works Association.

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

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

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

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

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

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

16. This agreement shall remain in full force and effect for an initial period of ten (10) years from and after the effective date of this agreement and shall automatically renew for subsequent one (1) year periods thereafter. Subject to applicable law, any party wishing not to renew this agreement at the conclusion of the initial term, or any one-year term, thereafter, must

submit a written notice of non-renewal at least thirty-six (36) months prior to the date that the agreement would otherwise be renewed (for the initial 10-year term) or six (6) months prior to the end of any one-year renewal period. The party to whom a notice of non-renewal is submitted shall acknowledge receipt of the notice in writing withing thirty (30) days of the date of the non-renewal notice. This agreement may be amended during any term only by written approval of both parties executed by the proper authority of the respective parties.

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

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

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

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

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

If to the CITY:

City of Bentonville

1000 SW 14th Street

Bentonville, Arkansas 72712

ATTN: Legal Department

If to the VILLAGE:

Bella Vista Village POA

98 Clubhouse Drive

Bella Vista, Arkansas 72715

ATTN: President

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

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

CITY OF BENTONVILLE, ARKANSAS

ATTEST;

Stephanie Orman, Mayor

MALORIE MARRS, City Clerk

BELLA VISTA VILLAGE PROPERTY
OWNERS ASSOCIATION

ATTEST;

Tom Judson, President

Jessica McCrary, Corporate Secretary

RESOLUTION NO. _____

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

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

WHEREAS, no budget adjustment is necessary.

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

Section 1: The Mayor and City Clerk are authorized to enter into an agreement with the Bella Vista Village Property Owner's Association for the sale of water to be served within their service area.

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

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

PASSED and APPROVED this _____ day of _____, 2026.

APPROVED:

STEPHANIE ORMAN, MAYOR

ATTEST:

MALORIE MARRS, CITY CLERK



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	4/28/2026	Submitted By:	Chris Earl
Phone:	4796960273	For Department(s):	WRRF
Email:	chris.earl@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 Awarding Bid IFB-26-26 to Chemtrade Chemicals US, LLC for Aluminum Sulfate
Action Recommendation & Justification:	Staff request City Council approval of Bid IFB-26-26 to Chemtrade Chemicals US, LLC for purchasing 85,000 gallons of Aluminum Sulfate for precipitation of phosphorous at a unit price/gallon of \$1.23. This bid will have a 1 year term, with up to 3 additional years upon pricing agreement. This is a budgeted item. Utility Board approved 4-0. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	This bid item was open on 4/7/2026 there were a total of 4 bidders. One bidder was rejected due to insufficient bid package. The other three bidder presented correct bid packages. Chemtrade Chemicals UD, LLC was the lowest bidder and is currently our vendor for Aluminum Sulfate.
Amount for Approval:	\$ 104,550.00

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
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue

Fund(s) Impacted

(check all that apply)

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

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

 CITY OF BENTONVILLE, ARKANSAS PURCHASING AND COMPLIANCE DEPARTMENT FORMAL SEALED BID TABULATION											
Date of Bid Opening:		4/7/26		Time of Bid Opening:		1:00 PM CST		IFB-26-26			
Solicitation Title: Liquid Aluminum Sulfate, as needed											
Bidders:				Pennco, Inc.		Chemtrade		C & S Chemicals		Hawkins, Inc.	
Line Item	Estimated Quantity	Unit of Measure	Description	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	GAL	85,000	Liquid Aluminum Sulfate, AS NEEDED			\$1.23	\$104,550.00	\$2.05	\$174,250.00	\$1.54	\$131,325.00
Total Bid Price				Bid Rejected During Bid Opening		\$104,550.00		\$174,250.00		\$131,325.00	
purchasing@bentonvillear.com - (479) 272-3115											
TABULATION VERIFICATION											

[Redacted Signature]

Purchasing and Compliance Specialist

[Redacted Signature]

Purchasing Agent

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH CHEMTRADE CHEMICALS US, LLC IN THE AMOUNT OF ONE-HUNDRED FOUR THOUSAND FIVE-HUNDRED FIFTY DOLLARS (\$104,550.00) FOR ALUMINUM SULFATE; AND FOR OTHER PURPOSES.

WHEREAS, Chemtrade Chemicals US, LLC is the lowest responsive bidder for IFB-26-26;

WHEREAS, this contract is to purchase 85,000 gallons of Aluminum Sulfate for precipitation of phosphorous at a unit price/gallon of \$1.23.

WHEREAS, this contract will be for a one year term with up to three (3) additional years upon pricing agreement.

WHEREAS, no budget adjustment is needed.

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

Section 1: The Mayor and City Clerk are authorized to enter into a contract with Chemtrade Chemicals US, LLC for the purchase of aluminum sulfate in the amount of One-Hundred Four Thousand Five-Hundred Fifty Dollars (\$104,550.00).

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

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

PASSED and APPROVED this _____ day of _____, 2026.

APPROVED:

STEPHANIE ORMAN, MAYOR

ATTEST:

MALORIE MARRS, CITY CLERK



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	4/28/2026	Submitted By:	Matt Webster
Phone:	(479) 271-6749	For Department(s):	WRRF
Email:	matt.webster@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:	Ordinance Approving a Waiver of Bid to Purchase a Direct Replacement Compost Grinder
Action Recommendation & Justification:	Staff request City Council approval of an Ordinance to waive competitive bidding for the purchase of a direct replacement grinder for the Compost Facility through JWC Environmental. This is a budgeted sole source item, it is neither practical or feasible to solicit competitive bids. Utility Board approved 4-0. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	The grinder to be purchased is a direct replacement. If another grinder is selected we would have to change the electrical components, control cabinet, gear reducer, motor, and fabricated stainless steel stand. The two conveyors used to load and unload the grinder are also set at a specific height to allow proper function with our grinder stand.
Amount for Approval:	\$ 54,750.00

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
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue

Fund(s) Impacted

(check all that apply)

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

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712



Department Sole Source Justification Form

Purchasing and Compliance Department

Sole source procurements of commodities and services must only be available from a single source and cannot be competitively bid. Pursuant to the law, sole source requests will not be processed without proper justification and compliance with the statutes, rules, and policy.

Complete this form for contracts with a value greater than \$12,500 (total) where bidding may be restricted or where multiple proposals can not be obtained. Completing this form does not guarantee that the proposed vendor will be selected.

This completed form must be submitted with the Contract Request Form along with any additional supporting documentation.

Requesting Department Name

Wastewater

Department 2 (if applicable)

Supplier Name

JWC

JUSTIFICATION

Note: Brand name preferences, aesthetic design specifications, or price are not sufficient justification for sole source procurements. Select one or more of the following statements (check the box) to support why the contract request attached and noted above should be a single/sole source purchase. ANY selection requires explanation in the additional space provided.

- ☒ 1. Items sold through vendor only; no other comparable vendor available.
- ☒ 2. Must match existing piece of equipment. Available only from the same source of original equipment.
- ☐ 3. Upgrade to existing system. Available only from the producer of this system who sells on a direct basis only.
- ☐ 4. Repair/Maintenance service requires expertise in operations on unit. Necessary parts unavailable from any source except original equipment manufacturer or their designated servicing dealer.
- ☐ 5. Service(s) provided by the vendor are unique and therefore competitive bids are not applicable.
- ☐ 6. Other reason.

Explanation is required for ANY selected statement. Information provided might include research performed or subject matter expertise detailed to justify the use of this particular vendor. This must clearly indicate why the proposed vendor is the ONLY vendor that will meet your requirements. (Please attach documents if additional space is required)

Explanation: The grinder selected is original equipment and will be a direct replacement that will not require any modifications. The grinder is mounted on a stand with wheels and any other grinder will not have the same bolt pattern and cutting size that we require. The control cabinet has been set up for this particular piece of equipment and all overloads and contactors would all have to be resized to fit something else.

FURTHER JUSTIFICATION

Is this sole source based on performance specifications, and if so, what is the unique performance requirement?

Yes, The JWC Grinder was modified to shred the wood chips into a certain size.

And, why is this feature necessary?

Our In vessels work better with this size of wood chips so that we can meet our permit and produce a Class A Compost.

Can requirements be modified so that the services or commodity may be competitively bid? If no, why?

No, If another grinder is selected we would have to have an engineer reevaluate the current electrical specifications and have a new cabinet built.

Are there patent, copyright, or proprietary rights which make the required service or commodity unavailable from other sources? If yes, describe.

What would the agency do if the service or commodity were no longer available?

We would have to contact another company to provide us with electrical specification and possibly might have to change the motor and gear reducer as well.

Detail any program considerations, which make the use of a "Sole Source" critical to the agency.

I certify that to the best of my knowledge I have investigated and found that the above reasons and explanations justify this contract request as a single/sole source procurement, and that price reasonableness is adequately confirmed. I am the individual who has gathered and provided this detailed information and any further questions regarding these details can be directed to my attention.

Signature



Date

4/14/26

Print Name

Joshua Epling

Title

Maintenance Supervisor

E-mail Address

joshua.epling@bentonville.ar.gov

Phone #

479-696-0296

Purchasing and Compliance Manager Approval

☐

Justification appears appropriate.

☐

Justification appears inappropriate. Explanation is attached.

Purchasing and
Compliance Signature

Date

January 9, 2026

To: City of Bentonville
Water Resource Recovery Facility
1901 N.E. "A" Street
Bentonville, AR 72712

Subject: Sole Source for Muffin Monster Parts
Federal Tax ID# 45-2771126

To whom it may concern,

JWC Environmental is the inventor and owner of the Muffin Monster, Channel Monster, Auger Monster, Screenings Washer Monster, Honey Monster and Monster Screening Systems. We hold numerous patents and trademarks on these products.

JWC Environmental is the sole manufacturer of these products and the exclusive source for service parts for this equipment.

JWC Environmental operates the only Service Centers that are factory authorized to perform repairs on Muffin Monster, Channel Monster, Auger Monster, Screenings Washer Monster, Honey Monster and Monster Screening Systems.

All repairs will be performed at a JWC Environmental Service Center and will come with a one (1) year warranty.

Please feel free to contact me at 800-331-2277 or Irene.gomez@sulzer.com if we can provide any additional information.

Best Regards,

Irene Gomez
Customer Service
Phone: 800-331-2277
Fax: 714-549-4007
Email: Irene.gomez@sulzer.com





Customer Service Center
2600 S. Garnsey Street
Santa Ana, CA 92707 USA
Phone: 949 833-3888
Toll Free: 800 331-2277
Fax: 714 242-0240

Customer: 6004991
Chris Earl
Bentonville, City of
1000 SW 14TH ST
Bentonville, AR 72712
US - UNITED STATES

(479)696-0273
cearl@bentonvillear.com

Quote Number: C-136745-H9C7-A
Quote Date: 04/15/2026
Terms: Net 30 Days
Pricing: Valid 60 Days
FOB: Origin
Lead Time: 10-12 Weeks ARO / Shipping & Handling Included
Grinder Serial #: 116236-1-1
Ticket #: C-136745-H9C7

Project: City of Bentonville

We thank you for your inquiry and are pleased to quote pricing and delivery on the equipment listed below. This quotation is subject to terms and conditions listed on the JWC Environmental "Terms and Conditions" page, and in Clarifications and Exclusions listed below.

Part Number	Description	Qty	Unit Price	Extended Price
4-SHRED-2-H-3200	4-SHRED-2-H-3200 Renew 7 Tooth Cam Cutters (.875) 1:1 Stack Hardened Alloy STL Severe Duty Seals Viton Elastomers Viton Gaskets Drive/Driven Scraper Siderails Motor Type Electric Less Motor Less Reducer Less Spool Grinder SN: TBD ***** Paint:Industrial Silver ***** *standard stack (v-stack)*	1	\$50,000.00	\$50,000.00
Shipping	Shipping & Handling Included	1	\$0.00	\$0.00
	XL MUFFIN MONSTER SHIRTS	2	\$0.00	\$0.00
	XXL MUFFIN MONSTER SHIRTS	2	\$0.00	\$0.00
	MONSTER INDUSTRIAL STICKERS	15	\$0.00	\$0.00
	MISC HATS (MUFFY/MONSTERINDUSTRIAL/CAM	4	\$0.00	\$0.00



Customer Service Center
2600 S. Garnsey Street
Santa Ana, CA 92707 USA
Phone: 949 833-3888
Toll Free: 800 331-2277
Fax: 714 242-0240

Sub Total	\$50,000.00
Tax	
Total	\$50,000.00

Notes:

Clarifications and Exceptions

1. Subject to attached JWC Environmental Standard Terms and Conditions of Sale.
2. All quotes on orders over \$250,000 include milestone payments of 30% on Approved Submittals; 70% on Shipment.

Thank-You for your Business!

JWC Environmental Inc
Michelle Williams
Customer Service



Customer Service Center
2600 S. Garnsey Street
Santa Ana, CA 92707 USA
Phone: 949 833-3888
Toll Free: 800 331-2277
Fax: 714 242-0240

Please provide the following information. Failure to do so may delay processing of order. **Quote #:**
C-136745-H9C7-A

All orders will be billed the applicable sales tax, based on the "ship to address", unless a valid tax exemption certificate is provided prior to shipment.

Bill To Name & Address:

Ship To Name & Address:

Email Address: _____

PO# _____

Payment terms: Net 30 **FOB:** Origin

Preferred Shipping Method (Required to Process Your Order):

☐ **Prepay & Add to Invoice**

☐ **Collect Account #:** _____

Carrier: _____

JWCE will add shipping and handling charges to invoices unless otherwise specified.

Please fax or email your PO and most recent tax certificate to:

Fax (714) 242-0240

Email servicesales@jwce.com

Signature: _____

Date: _____



Customer Service Center
2600 S. Garnsey Street
Santa Ana, CA 92707 USA
Phone: 949 833-3888
Toll Free: 800 331-2277
Fax: 714 242-0240

JWC ENVIRONMENTAL TERMS AND CONDITIONS OF SALE

Unless otherwise specifically agreed to in writing by the buyer ("Buyer") of the products and or related services purchased hereunder (the "Products") and JWC Environmental (the "Seller"), the sale of the Products is made only upon the following terms and conditions. Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is conditioned on Buyer's assent to these terms. Seller rejects all additional, conditional and different terms in Buyer's form or documents.

PAYMENT TERMS

Subject to any contrary terms set forth in our price quotation, order acceptance or invoice the full net amount of each invoice is due and payable in cash within 30 days from the date of the invoice. If any payment is not received within such 30-day period, Buyer shall pay Seller the lesser of 1 ½% per month or the maximum legal rate on all amounts not received by the due date of the invoice, from the 31st day after the date of invoice until said invoice and charges are paid in full. Unless Seller's documents provide otherwise, freight, storage, insurance and all taxes, duties or other governmental charges related to the Products shall be paid by the Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller for said charges. In all cases, regardless of partial payment, title to the Products shall remain the Seller's until payment for the Products has been made in full. All orders are subject to credit approval by Seller. All offers by Seller and/or acceptance of Buyer's order shall be nullified by any failure of Buyer to obtain credit approval. Furthermore, Buyer shall not assert any claim against Seller due to Buyer's inability to obtain credit approval. Irrevocable Letter of Credit from Buyer in form and term acceptable to Seller is required for Product orders delivered outside the United States of America

DELIVERY

Unless otherwise provided in our price quotation, delivery of the Products shall be made F.O.B. place of manufacture. Any shipment, delivery, installation or service dates quoted by the Seller are estimated and the Seller shall be obligated only to use reasonable efforts to meet such dates. The Seller shall in no event be liable for any delays in delivery or failure to give notice of delay or for any other failure to perform hereunder due to causes beyond the reasonable control of the Seller. Such causes shall include, but not be limited to, acts of God, the elements, acts or omissions of manufacturers or suppliers of the Products or parts thereof, acts or omissions of Buyer or civil and military authorities, fires, labor disputes or any other inability to obtain the Products, parts thereof, or necessary power, labor, materials or supplies. The Seller will be entitled to refuse to make, or to delay, any shipments of the Products if Buyer shall fail to pay when due any amount owed by it to the Seller, whether under this or any other contract between the Seller and Buyer. Any claims for shortages must be made to the Company in writing within five calendar days from the delivery date and disposition of the claim is solely subject to Seller's determination

PRICES

Prices of the Seller's Products are subject to change without notice. Quotations are conditioned upon acceptance within 30 days unless otherwise stated and are subject to correction for errors and/or omissions. Prices include charges for regular packaging but, unless expressly stated, do not include charges for special requirements of government or other purchaser. Prices are subject to adjustment should Buyer place an order past the validity period of the quotation or delay delivery of Products beyond the quoted lead time for any reason.

RETURNS

No Products may be returned for cash. No Product may be returned for credit after delivery to Buyer without Buyer first receiving written permission from the Seller. Buyer must make a request for return of Product in writing to Seller at its place of business in Costa Mesa, California. A return material authorization number must be issued by the Seller to the Buyer before a Product may be returned. Permission to return Product to Seller by Buyer is solely and exclusively the Seller's. Product must be returned to Seller at Buyer's expense, including packaging, insurance, transportation and any governmental fees. Any credit for Product returned to Seller shall be subject to the inspection of and acceptance of the Product by the Seller and is at the sole discretion of the Seller.

LIMITED WARRANTY

Subject to the terms and conditions hereof, the Seller warrants until one year after commissioning (written notification to Seller by Buyer required) of the Product or until 18 months after delivery of such Product to Buyer, whichever is earlier, that each Product will be free of defects in material and workmanship. If (a) the Seller receives written notification of such defect during the warranty period and the defective Products use is discontinued promptly upon discovery of alleged defect, and (b) if the owner ("Owner") forwards the Product to the Seller's nearest service/repair facility, transportation and related insurance charges prepaid. The Seller will cause any Products whose defect is covered under this warranty to either be replaced or be repaired at no cost to the Owner. The foregoing warranty does not cover repairs required due to repair or alteration other than by the Seller's personnel, accident, neglect, misuse, transportation or causes other than ordinary use and maintenance in accordance with the Seller's instructions and specifications. In addition, the foregoing warranty does not cover any Products, or components thereof, which are not directly manufactured by the Seller. To the extent a warranty for repair or replacement of such Products or components not manufactured directly by the Seller is available to Buyer under agreements of the Seller with its vendors; the Seller will make such warranties available to Buyer. Costs of transportation of any covered defective item to and from the nearest service/repair center and related insurance will be paid or reimbursed by Buyer. Any replaced Products will become the property of the Seller. Any replacement Products will be warranted only for any remaining term of the original limited warranty period and not beyond that term.

DISCLAIMER OF WARRANTIES AND LIMITATIONS OF LIABILITIES

THE SELLER'S FOREGOING LIMITED WARRANTY IS THE EXCLUSIVE AND ONLY WARRANTY WITH RESPECT TO THE PRODUCTS AND SHALL BE IN LIEU OF ALL OTHER WARRANTIES (OTHER THAN THE WARRANTY OF TITLE), EXPRESS, STATUTORY OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY STATEMENTS MADE BY EMPLOYEES, AGENTS OF THE SELLER OR OTHERS REGARDING THE PRODUCTS. THE OBLIGATIONS OF THE SELLER UNDER THE FOREGOING WARRANTY SHALL BE FULLY SATISFIED BY THE REPAIR OR THE REPLACEMENT OF THE DEFECTIVE PRODUCT OR PART, AS PROVIDED ABOVE. IN NO EVENT SHALL THE SELLER BE LIABLE FOR LOST PROFITS OR OTHER SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EVEN IF THE SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL LIABILITY OF THE SELLER TO BUYER AND OTHERS ARISING FROM ANY CAUSE WHATSOEVER IN CONNECTION WITH BUYER'S PURCHASE, USE AND DISPOSITION OF ANY PRODUCT COVERED HEREBY SHALL, UNDER NO CIRCUMSTANCES, EXCEED THE PURCHASE PRICE PAID FOR THE PRODUCT BY BUYER. NO ACTION, REGARDLESS OF FORM, ARISING FROM THIS AGREEMENT OR BASED UPON BUYER'S PURCHASE, USE OR DISPOSITION OF THE PRODUCTS MAY BE BROUGHT BY EITHER PARTY MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION ACCRUES, EXCEPT THAT ANY CAUSE OF ACTION FOR THE NONPAYMENT OF THE PURCHASE PRICE MAY BE BROUGHT AT ANY TIME

The remedies provided to Buyer pursuant to the limited warranty, disclaimer of warranties and limitations of liabilities, described herein are the sole and exclusive remedies.

Unless specifically agreed to in writing by the Seller, no charges may be made to the Seller by Buyer or any third party employed by buyer for removing, installing or modifying any Product.

The Seller and its representatives may furnish, at no additional expense, data and engineering services relating to the application, installation, maintenance or use of the Products by Buyer. The Seller will not be responsible for, and does not assume any liability whatsoever for, damages of any kind sustained either directly or indirectly by any person through the adoption or use of such data or engineering services in whole or in part.

CONFIDENTIAL INFORMATION

Except with the Seller's prior written consent, Buyer shall not use, duplicate or disclose any confidential proprietary information delivered or disclosed by the Seller to Buyer for any purpose other than for operation or maintenance of the Products.

CANCELLATION AND DEFAULT

Absolutely no credit will be allowed for any change or cancellation of an order for Products by Buyer after fabrication of the Products to fill Buyer's order has been commenced. If Buyer shall default in paying for any Products purchased hereunder, Buyer shall be responsible for all reasonable costs and expenses, including (without limitation) attorney's fees incurred by the Seller in collecting any sums owed by Buyer. All rights and remedies to the Seller hereunder or under applicable laws are cumulative and none of them shall be exclusive of any other right to remedy. No failure by the Seller to enforce any right or remedy hereunder shall be deemed to be a waiver of such right or remedy, unless a written waiver is signed by an authorized management employee of the Seller and the Seller's waiver of a breach of this agreement by Buyer shall not be deemed to be a waiver of any other breach of the same or any other provision.

CHANGES IN PRODUCTS

Changes may be made in materials, designs and specifications of the Products without notice. The Seller shall not incur any obligation to furnish or install any such changes or modifications on Products previously ordered by, or sold to, Buyer.

APPLICABLE LAW, RESOLUTION OF DISPUTES AND SEVERABILITY

This agreement is entered into in Costa Mesa, California. This agreement and performance by the parties hereunder shall be construed in accordance with, and governed by, the laws of the State of California. Any claim or dispute arising from or based upon this agreement or the Products which form its subject matter shall be resolved by binding arbitration before the American Arbitration Association in Los Angeles, California, pursuant to the Commercial Arbitration Rules, excepting only that each of the parties shall be entitled to take no more than two depositions, and serve no more than 30 interrogatories, 10 requests for admissions and 20 individual requests for production of documents, such discovery to be served pursuant to the California Code of Civil Procedure. Any award made by the arbitrator may be entered as a final judgment, in any court having jurisdiction to do so. If any provision of this agreement shall be held by a court of competent jurisdiction or an arbitrator to be unenforceable to any extent, that provision shall be enforced to the full extent permitted by law and the remaining provisions shall remain in full force and effect.

ASSIGNMENT

This agreement shall be binding upon the parties and their respective successors and assigns. However, except for rights expressly provided to subsequent Owners of the Products under "Limited Warranty" above, any assignment of this agreement or any rights hereunder by Buyer shall be void without the Company's written consent first obtained. Any exercise of rights by an Owner other than Buyer shall be subject to the Company's written consent first obtained.



Customer Service Center
2600 S. Garnsey Street
Santa Ana, CA 92707 USA
Phone: 949 833-3888
Toll Free: 800 331-2277
Fax: 714 242-0240

to all of the limitations on liability and other related terms and conditions set forth in this agreement.

EXCLUSIVE TERMS AND CONDITIONS

The terms and conditions of this agreement may be changed or modified only by an instrument in writing signed by an authorized management employee of the Seller. This instrument, together with any amendment or supplement hereto specifically agreed to in writing by an authorized management employee of the Seller, contains the entire and the only agreement between the parties with respect to the sale of the Products covered hereby and supersedes any alleged related representation, promise or condition not specifically incorporated herein.

SELLER'S PRODUCTS ARE OFFERED FOR SALE AND SOLD ONLY ON THE TERMS AND CONDITIONS CONTAINED HEREIN. NOTWITHSTANDING ANY DIFFERENT OR ADDITIONAL TERMS OR CONDITIONS CONTAINED IN BUYER'S SEPARATE PURCHASE ORDERS OR OTHER ORAL OR WRITTEN COMMUNICATION, BUYER'S ORDER IS OR SHALL BE ACCEPTED BY THE COMPANY ONLY ON THE CONDITION THAT BUYER ACCEPTS AND CONSENTS TO THE TERMS AND CONDITIONS CONTAINED HEREIN. IN THE ABSENCE OF BUYER'S ACCEPTANCE OF THE TERMS AND CONDITIONS CONTAINED HEREIN THE SELLER'S COMMENCEMENT OF PERFORMANCE AND/OR DELIVERY OF THE PRODUCTS, OR THE SELLER'S STATEMENT OF ACKNOWLEDGMENT OF THE RECEIPT OF BUYER'S PURCHASE ORDER, SHALL BE FOR BUYER'S CONVENIENCE ONLY AND SHALL NOT BE DEEMED OR CONSTRUED TO BE ACCEPTANCE OF BUYER'S DIFFERING TERMS OR CONDITIONS, OR ANY OF THEM. ANY DIFFERENT OR ADDITIONAL TERMS ARE HEREBY REJECTED UNLESS SPECIFICALLY AGREED UPON IN WRITING BY AN AUTHORIZED MANAGEMENT EMPLOYEE OF THE SELLER. IF A CONTRACT IS NOT EARLIER FORMED BY MUTUAL AGREEMENT IN WRITING, BUYER'S ACCEPTANCE OF ANY PRODUCTS COVERED HEREBY SHALL BE DEEMED ACCEPTANCE OF ALL OF THE TERMS AND CONDITIONS STATED HEREIN. THE SELLER'S FAILURE TO OBJECT TO PROVISIONS INCONSISTENT HERewith CONTAINED IN ANY COMMUNICATION FROM BUYER SHALL NOT BE DEEMED A WAIVER OF THE PROVISIONS CONTAINED HEREIN.

F360JWCE0107

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK TO WAIVE COMPETITIVE BIDDING AND ENTER INTO AN AGREEMENT WITH JWC ENVIRONMENTAL FOR THE PURCHASE OF A DIRECT REPLACEMENT COMPOST GRINDER IN THE AMOUNT OF FIFTY-FOUR THOUSAND SEVEN-HUNDRED FIFTY DOLLARS (\$54,750.00); PROVIDING FOR THE EMERGENCY CLAUSE; AND FOR OTHER PURPOSES.

WHEREAS, the WRRF needs to purchase a direct replacement grinder for the compost facility through JWC Environmental.

WHEREAS, this item is sole source in that if another grinder was purchased it would be necessary to change the electrical components, control cabinet, gear reducer, motor and fabricated stainless-steel stand which would not be feasible or practical; 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 JWC Environmental in the amount of Fifty-Four Thousand Seven-Hundred Fifty Dollars (\$54,750.00) for a direct replacement compost grinder.

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 compost grinder.

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:	4/28/2026	Submitted By:	Beau Thompson
Phone:	479-271-3140	For Department(s):	Water Utilities- Sewer Rehab
Email:	beau.thompson@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 Awarding Bid for Sanitary Sewer Collection System Improvements - CIPP Lining
Action Recommendation & Justification:	Staff requests council award bid IFB-26-11 to Suncoast Infrastructure in the amount of \$584,814.00 as part of the 2026 I/I Reduction Strategy. This contract includes rehabilitation of approximately 5,161 linear feet of defective sewer main by CIPP lining. Suncoast Infrastructure was the lowest responsive bidder and was selected following state procurement laws and the City's standard solicitation process. Utility Board approved 4-0. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	This is one of four contracts in the first round of I/I reduction projects focused on remediation of defects within high priority areas identified in the 2024 Sewer Capacity Study. CIPP lining is a cost effective method of eliminating the I/I within these sections of sewer main, reducing peak flows within the system and greatly extending asset life.
Amount for Approval:	\$ 584,814.00

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
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):

503040 - 47341 | \$584,814.00 of \$3,880,000.00 allocated for I/I reduction through 2026 (includes rollover from 2025)

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

www.bentonvillear.com

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A D/WBE, SBA 8(A), WOSB Certified
Civil Engineering Firm

April 13, 2026

City of Bentonville – Water Utilities
Attn: Austin Woody, City Engineer
3200 SW Municipal Dr.
Bentonville, AR 72712

RE: IFB-26-11 Contract 1 Sanitary Sewer Collection System Improvements CIPP Lining

Dear Mr. Woody:

We have completed reviewing the bids received for the above-referenced project. The apparent order of the bids is as follows:

1. Suncoast Infrastructure	\$584,814.00
2. <u>Humbard Contracting</u>	<u>\$728,850.00</u>
Engineer's Estimate	\$773,806.00

All bid submission packets were completed properly and to their entirety according to the required bid documents outlined by the City of Bentonville. Each bidder acknowledged the addendum that was issued; and all bids were accompanied by a 5% bid bond and proof of insurance.

Each bidder submitted previous work that would substantiate the qualification requirements outlined in the project specific technical specifications. Humbard met the 50,000 linear foot install qualification but only showed documentation of them installing this product for the past four (4) years. Suncoast listed three (3) jobs as part of their initial bid package, where they have installed UV CIPP in 2025 (two (2) years of experience) but did not list the linear footage of each job. TREKK followed up with Suncoast and they provided an updated list with a total of seven (7) jobs where UV CIPP was installed, all completed in 2025. This updated list includes confirmation that these jobs were UV CIPP. Neither Suncoast and Humbard showed proof of meeting the seven (7) year experience qualification stated in this contract.

After qualification verification, it is our recommendation that the City of Bentonville should accept the bid by Suncoast Infrastructure at \$584,814.00 for IFB-26-11 Contract 1 Sanitary Sewer Collection System Improvements CIPP Lining. If Bentonville concurs, then Suncoast Infrastructure should be contacted and advised that they are the successful bidder and that the City of Bentonville will proceed with a Notice of Award and contracting should begin. The other bidder should also be notified and thanked for their response in bidding the project.

If you have any questions or need additional information, please give me a call at (219) 861-6001 or email itibbets@trekkdesigngroup.com.

Sincerely,
TREKK DESIGN GROUP, LLC.



Isabella Tibbets
Project Manager

**CITY OF BENTONVILLE, ARKANSAS PURCHASING AND COMPLIANCE DEPARTMENT****FORMAL SEALED BID TABULATION**

Date of Bid Opening	4/2/2026	Time of Bid Opening	1:00 PM CST	IFB-26-11
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Solicitation Title: Sanitary Sewer Collection System Improvements CIPP Lining

Bidders:				Vortex Services, Inc.		Suncoast Infrastructure		Humbard Contracting	
Line Item	Item Description	Quantity	Unit of Meaure	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	Mobilization / Demobilization	1	LS			\$40,680.00	\$40,680.00	\$22,500.00	\$22,500.00
2	6" UV Cured GRP-CIPP	1295	LF			\$49.00	\$63,455.00	\$92.00	\$119,140.00
3	8" UV Cured GRP-CIPP	2334	LF			\$50.00	\$116,700.00	\$75.00	\$175,050.00
4	10" UV Cured GRP-CIPP	541	LF			\$55.00	\$29,755.00	\$85.00	\$45,985.00
5	18" UV Cured GRP-CIPP	991	LF			\$125.00	\$123,875.00	\$175.00	\$173,425.00
6	Service Tap Cut	2	EA			\$112.00	\$224.00	\$3,500.00	\$7,000.00
7	Open Cut Point Repair - 5 LF (up to 10 foot depth)	4	EA			\$23,500.00	\$94,000.00	\$9,000.00	\$36,000.00
8	Open Cut Point Repair - 10 LF (up to 10 foot depth with service connection)	1	EA			\$23,500.00	\$23,500.00	\$10,500.00	\$10,500.00
9	Asphalt Restoration	15	SY			\$475.00	\$7,125.00	\$450.00	\$6,750.00
10	Erosion Control	1	LS			\$15,000.00	\$15,000.00	\$1,000.00	\$1,000.00
11	Bypass Pumping for 6" to 8"	13	EA			\$2,000.00	\$26,000.00	\$3,000.00	\$39,000.00
12	Bypass Pumping for 10" to 18"	8	EA			\$2,500.00	\$20,000.00	\$10,000.00	\$80,000.00
13	Traffic Control	1	LS			\$12,000.00	\$12,000.00	\$7,500.00	\$7,500.00
14	Trench Safety System in Accordance w/ Section 22-9-212	1	LS			\$12,500.00	\$12,500.00	\$5,000.00	\$5,000.00
Total Bid Price				Bid Rejected During Bid Opening		\$584,814.00		\$728,850.00	

purchasing@bentonvillear.com - (479) 271-3115**TABULATION VERIFICATION**

Michelle Gaudem
Purchasing and Compliance Specialist

Tanya Moore
Purchasing and Compliance Agent

RESOLUTION NO. _____

**A RESOLUTION AWARDING BID IFB-26-11 TO SUNCOAST INFRASTRUCTURE,
FOR SANITARY SEWER COLLECTION SYSTEM IMPROVEMENTS, IN AN
AMOUNT NOT TO EXCEED FIVE HUNDRED EIGHT-FOUR THOUSAND EIGHT
HUNDRED FOURTEEN DOLLARS (\$584,814.00); AND FOR OTHER PURPOSES.**

WHEREAS, Suncoast Infrastructure was the lowest responsive bidder for bid IFB-26-11;

WHEREAS, this agreement includes rehabilitation of approximately five thousand one hundred and sixty-one linear feet (5,161ft.) of defective sewer main by CIPP lining; and

WHEREAS, this will be paid with budgeted funds as part of the 2026 I/I Reduction Strategy from the Water and Sewer Rehab Department, thus no budget adjustment is needed.

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

Section 1: The Mayor and City Clerk are authorized to enter into an agreement with Suncoast Infrastructure for sanitary sewer collection system improvements;

Section 2: The estimated contract cost will be in the amount not to exceed five hundred eighty-four thousand eight hundred fourteen dollars (\$584,814.00);

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

Section 4 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, 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:	4/28/2026	Submitted By:	Beau Thompson
Phone:	479-271-3140	For Department(s):	Water Utilities- Sewer Rehab
Email:	beau.thompson@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 Awarding Bid for Sanitary Sewer Collection System Improvements - Pipe Bursting
Action Recommendation & Justification:	Staff requests council award bid IFB-26-12 to Bennett, Inc. in the amount of \$122,020.00 as part of the 2026 I/I Reduction Strategy. This project includes replacement of approximately 237 linear feet of defective sewer main by pipe bursting. Bennett, Inc. was the lowest responsive bidder and was selected following state procurement laws and the City's standard solicitation process. Utility Board approved 4-0. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	This is one of four contracts in the first round of I/I reduction projects focused on remediation of defects within high priority areas identified in the 2024 Sewer Capacity Study. Pipe bursting this section of sewer main will replace the defective pipe with new pipe, eliminating I/I and reducing peak flows within the system.
Amount for Approval:	\$ 122,020.00

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
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):

503040 - 47341 | \$122,020.00 of \$3,880,000.00 allocated for I/I reduction through 2026 (includes rollover from 2025)

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

www.bentonvillear.com

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DESIGN GROUP, LLC

A D/WBE, SBA 8(A), WOSB Certified
Civil Engineering Firm

April 13, 2026

City of Bentonville – Water Utilities
Attn: Austin Woody, City Engineer
3200 SW Municipal Dr.
Bentonville, AR 72712

RE: IFB-26-12 Contract 2 Sanitary Sewer Collection System Improvements Pipe Bursting

Dear Mr. Woody:

We have completed reviewing the bids received for the above-referenced project. The apparent order of the bids is as follows:

1. Bennett, Inc.	\$122,020.00
2. <u>Humbard Contracting</u>	<u>\$144,825.00</u>
Engineer's Estimate	\$101,237.40

Humbard Contracting filled out all bid documents properly and to their entirety. Bennett, Inc did not properly fill out Appendix C, but did attach substantiating information in lieu of the project reference pages left blank on Appendix C. Each bidder acknowledged the addendum that was issued; and all bids were accompanied by a 5% bid bond. Each bid submission was required to contain proof of insurance or the ability to acquire it. Humbard Contracting and Bennett, Inc have both fulfilled their insurance requirements.

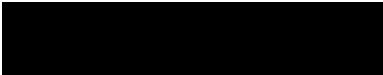
Each bidder submitted previous work that would substantiate the qualification requirements outlined in the project specific technical specifications. Humbard Contracting and Bennett, Inc submitted documentation that met the 25,000 linear foot install qualification. Humbard Contracting did not submit qualifications to substantiate manhole rehabilitation qualifications. Bennett, Inc has listed Midwest Infrastructure Coatings as a subcontractor that will perform manhole rehabilitation and their qualification requirements for this work have been submitted.

Project references for Bennett, Inc were contacted to discuss pipe bursting and each reference stated that this contractor is competent and efficient at their work, and they wish to work them again in the future.

After a thorough bidder review, it is our recommendation that the City of Bentonville should accept the bid by Bennett, Inc at \$122,020.00 for IFB-26-12 Contract 2 Sanitary Sewer Collection System Improvements Pipe Bursting. If Bentonville concurs, then Bennett, Inc should be contacted and advised that they are the successful bidder and that the City of Bentonville will proceed with a Notice of Award and contracting should begin. The other bidder should also be notified and thanked for their response in bidding the project.

If you have any questions or need additional information, please give me a call at (219) 861-6001 or email itibbets@trekkdesigngroup.com.

Sincerely,
TREKK DESIGN GROUP, LLC.


Isabella Tibbets
Project Manager

**CITY OF BENTONVILLE, ARKANSAS PURCHASING AND COMPLIANCE DEPARTMENT****FORMAL SEALED BID TABULATION**

Date of Bid Opening	4/2/2026	Time of Bid Opening	1:30 PM CST	IFB-26-12
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Solicitation Title: Sanitary Sewer Collection System Pipe Replacement

Bidders:				Goodwin & Goodwin		Bennet, Inc.		Humbard Contracting	
Line Item	Item Description	Quantity	Unit of Measure	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	Mobilization / Demobilization	1	LS			\$35,000.00	\$35,000.00	\$15,000.00	\$15,000.00
2	Traffic Control	1	LS			\$3,500.00	\$3,500.00	\$5,000.00	\$5,000.00
3	8" to 8" HDPE (DR 17) Sanitary Sewer Pipe (Pipe Bu	237	LF			\$200.00	\$47,400.00	\$245.00	\$58,065.00
4	Service Lateral Reconnections	2	EA			\$2,500.00	\$5,000.00	\$2,500.00	\$5,000.00
5	Concrete Restoration	50	SY			\$200.00	\$10,000.00	\$310.00	\$15,500.00
6	Asphalt Restoration	11	SY			\$200.00	\$2,200.00	\$310.00	\$3,410.00
7	Connect to Existing Manhole	2	EA			\$2,500.00	\$5,000.00	\$7,000.00	\$14,000.00
8	Epoxy (or Alternate) Manhole Lining, 48" Diam. Wa	22	VF			\$360.00	\$7,920.00	\$675.00	\$14,850.00
9	Bypass Pumping for 8"	1	EA			\$2,500.00	\$2,500.00	\$7,000.00	\$7,000.00
10	Erosion Control	1	LS			\$2,500.00	\$2,500.00	\$2,000.00	\$2,000.00
11	Trench Safety System in Accordance w/ Section 22-	1	LS			\$1,000.00	\$1,000.00	\$5,000.00	\$5,000.00
Total Bid Price				Bid Rejected During Bid Opening		\$122,020.00		\$144,825.00	

purchasing@bentonvillear.com - (479) 271-3115**TABULATION VERIFICATION**Michelle Gaudern
Purchasing and Compliance Specialist

RESOLUTION NO. _____

A RESOLUTION AWARDING BID IFB-26-12 TO BENNETT, INC., FOR SANITARY SEWER COLLECTION SYSTEM IMPROVEMENTS, IN AN AMOUNT NOT TO EXCEED ONE HUNDRED TWENTY-TWO THOUSAND AND TWENTY DOLLARS (\$122,020.00); AND FOR OTHER PURPOSES.

WHEREAS, Bennett, Inc. was the lowest responsive bidder for bid IFB-26-12;

WHEREAS, this agreement includes replacement of approximately two hundred thirty-seven linear feet (237ft.) of defective sewer main by pipe bursting; and

WHEREAS, this will be paid with budgeted funds as part of the 2026 I/I Reduction Strategy from the Water and Sewer Rehab Department, thus no budget adjustment is needed.

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

Section 1: The Mayor and City Clerk are authorized to enter into an agreement with Bennett, Inc. for sanitary sewer collection system improvements;

Section 2: The estimated contract cost will be in the amount not to exceed one hundred twenty-two thousand twenty dollars (\$122,020.00);

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

Section 4 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, 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:	4/28/2026	Submitted By:	Beau Thompson
Phone:	479-271-3140	For Department(s):	Water Utilities- Sewer Rehab
Email:	beau.thompson@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 Awarding Bid - Sanitary Sewer Collection System Improvements - Open Cut Replacement
Action Recommendation & Justification:	Staff requests council award bid IFB-26-13 to Bennett, Inc. in the amount of \$342,471.80 as part of the 2026 I/I Reduction Strategy. This project includes replacement of approximately 509 linear feet of pipe replacement by open cut methods. Bennett, Inc. was the lowest responsive bidder and was selected following state procurement laws and the City's standard solicitation process. Utility Board approved 4-0. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	This is one of four contracts in the first round of I/I reduction projects focused on remediation of defects within high priority areas identified in the 2024 Sewer Capacity Study. Replacing these sections of sewer main will replace the defective pipe with new pipe, eliminating I/I and reducing peak flows within the system.
Amount for Approval:	\$ 342,471.80

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

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

Fund(s) Impacted

(check all that apply)

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

Budget Impact Notes for Consideration (Optional):

503040 - 47341 | \$342,471.80 of \$3,880,000.00 allocated for I/I reduction through 2026 (includes rollover from 2025)

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

www.bentonvillear.com

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A D/WBE, SBA 8(A), WOSB Certified
Civil Engineering Firm

April 13, 2026

City of Bentonville – Water Utilities
Attn: Austin Woody, City Engineer
3200 SW Municipal Dr.
Bentonville, AR 72712

RE: IFB-26-13 Sewer Rehab II Reduction Contract 3 - Open Cut Replacement

Dear Mr. Woody:

We have completed reviewing the bids received for the above-referenced project. The apparent order of the bids is as follows:

1. Bennett, Inc.	\$342,471.80
2. <u>ON Point Excavation, LLC</u>	<u>\$475,369.65</u>
Engineer's Estimate	\$398,648.80

ON Point Excavation, LLC filled out all bid documents properly and to their entirety. Bennett, Inc did not properly fill out Appendix C, but did attach substantiating information in lieu of the project reference pages left blank on Appendix C. Each bidder acknowledged the addendum that was issued; and all bids were accompanied by a 5% bid bond. Each bid submission was required to contain proof of insurance or the ability to acquire it. ON Point Excavation, LLC and Bennett, Inc have both fulfilled their insurance requirements.

There are no project specific technical specification qualifications required for open cut pipe replacement. ON Point Excavation, LLC did not submit qualifications to substantiate manhole rehabilitation qualifications. Bennett, Inc has listed Midwest Infrastructure Coatings as a subcontractor that will perform manhole rehabilitation and their qualification requirements for this work have been submitted.

Project references for Bennett, Inc were contacted to discuss open cut replacement and each reference stated that this contractor is competent and efficient at their work, and they wish to work them again in the future.

After a thorough bidder review, it is our recommendation that the City of Bentonville should accept the bid by Bennett, Inc at \$342,471.80 for IFB-26-13 Sewer Rehab II Reduction Contract 3 - Open Cut Replacement. If Bentonville concurs, then Bennett, Inc should be contacted and advised that they are the successful bidder and that the City of Bentonville will proceed with a Notice of Award and contracting should begin. The other bidder should also be notified and thanked for their response in bidding the project.

If you have any questions or need additional information, please give me a call at (219) 861-6001 or email itibbets@trekkdesigngroup.com.

Sincerely,
TREKK DESIGN GROUP, LLC.

Isabella Tibbets
Project Manager



CITY OF BENTONVILLE, ARKANSAS PURCHASING AND COMPLIANCE DEPARTMENT

FORMAL SEALED BID TABULATION

Date of Bid Opening

4/2/2026

2:00 PM CST

IFB-26-13

Solicitation Title: Sanitary Sewer Collection System Improvements Open Cut Replacement

Bidders:				Bennet, Inc.		ON Point Excavation, LLC	
Line Item	Item Description	Quantity	Unit of Measure	Unit Price	Extended Price	Unit Price	Extended Price
1	Mobilization / Demobilization	1	LS	\$50,000.00	\$50,000.00	\$20,850.00	\$20,850.00
2	Traffic Control	1	LS	\$7,500.00	\$7,500.00	\$10,425.00	\$10,425.00
3	8" PVC (SDR 26) Sanitary Sewer Pipe (Open Cut)	302	LF	\$200.00	\$60,400.00	\$128.32	\$38,752.64
4	12" PVC (SDR 26) Sanitary Sewer Pipe (Open Cut)	207	LF	\$250.00	\$51,750.00	\$134.21	\$27,781.47
5	4" PVC Service Lateral Pipe	336	LF	\$100.00	\$33,600.00	\$98.17	\$32,985.12
6	48" Diameter Cast in Place Manhole	1	EA	\$10,000.00	\$10,000.00	\$8,500.00	\$8,500.00
7	Service Lateral Reconnections	15	EA	\$500.00	\$7,500.00	\$1,863.01	\$27,945.15
8	Concrete Drive Restoration	27	SY	\$250.00	\$6,750.00	\$241.65	\$6,524.55
9	Concrete Sidewalk Restoration	22	SY	\$250.00	\$5,500.00	\$216.15	\$4,755.30
10	Curb and Gutter Restoration	22	LF	\$150.00	\$3,300.00	\$156.06	\$3,433.32
11	Asphalt Restoration	651	SY	\$75.00	\$48,825.00	\$214.63	\$139,724.13
12	Abandon Existing Manhole	1	EA	\$2,500.00	\$2,500.00	\$3,426.35	\$3,426.35
13	Plug Existing Pipe	6	EA	\$2,000.00	\$12,000.00	\$769.13	\$4,614.78
14	Connect to Existing Manhole	4	EA	\$2,500.00	\$10,000.00	\$939.97	\$3,759.88
15	Epoxy (or Alternate) Manhole Lining, 48" Diam. Wall	30.13	VF	\$360.00	\$10,846.80	\$703.87	\$21,207.60
16	Replace Frame and Cover (48" Diam. Manhole, Unpaved)	1	EA	\$2,000.00	\$2,000.00	\$3,217.85	\$3,217.85
17	Raise Manhole (Unpaved)	1	EA	\$5,000.00	\$5,000.00	\$4,034.13	\$4,034.13
18	Bypass Pumping for 8"	1	EA	\$2,500.00	\$2,500.00	\$41,286.46	\$41,286.46
19	Bypass Pumping for 12"	1	EA	\$2,500.00	\$2,500.00	\$53,494.90	\$53,494.90
20	Erosion Control	1	LS	\$5,000.00	\$5,000.00	\$11,701.02	\$11,701.02
21	Trench Safety System in Accordance w/ Section 22-9-212	1	LS	\$5,000.00	\$5,000.00	\$6,950.00	\$6,950.00
Total Bid Price				\$342,471.80		\$475,369.65	
purchasing@bentonville.com - (479) 271-3115							
TABULATION VERIFICATION							

Michelle Gaudem
Purchasing and Compliance SpecialistTanya Moore
Purchasing and Compliance Agent

RESOLUTION NO. _____

A RESOLUTION AWARDDING BID IFB-26-13 TO BENNETT, INC., FOR SANITARY SEWER COLLECTION SYSTEM IMPROVEMENTS, IN AN AMOUNT NOT TO EXCEED THREE HUNDRED FORTY-TWO THOUSAND FOUR HUNDRED SEVENTY-ONE DOLLARS AND EIGHTY CENTS (\$342,471.80); AND FOR OTHER PURPOSES.

WHEREAS, Bennett, Inc. was the lowest responsive bidder for bid IFB-26-13;

WHEREAS, this agreement includes replacement of approximately five hundred nine linear feet (509ft.) by open cut methods; and

WHEREAS, this will be paid with budgeted funds as part of the 2026 I/I Reduction Strategy from the Water and Sewer Rehab Department, thus no budget adjustment is needed.

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

Section 1: The Mayor and City Clerk are authorized to enter into an agreement with Bennett, Inc. for sanitary sewer collection system improvements;

Section 2: The estimated contract cost will be in the amount not to exceed three hundred forty-two thousand four hundred seventy-one dollars and eighty cents (\$342,471.80);

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

Section 4 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, 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:	4/28/2026	Submitted By:	Beau Thompson
Phone:	479-271-3140	For Department(s):	Water Utilities- Sewer Rehab
Email:	beau.thompson@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 Awarding Bid - Sanitary Sewer Collection System Improvements - Manhole Rehabilitation
Action Recommendation & Justification:	Staff requests council award bid IFB-26-14 to Bennett, Inc. in the amount of \$1,056,080.00 as part of the 2026 I/I Reduction Strategy. This project consists of rehabilitation work including grout injection, frame and cover replacement, lining, and other activities on 160 manholes. Bennett, Inc. was the lowest responsive bidder and was selected following state procurement laws and the City's standard solicitation process. Utility Board approved 4-0. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	This is one of four contracts in the first round of I/I reduction projects focused on remediation of defects within high priority areas identified in the 2024 Sewer Capacity Study. The rehabilitation work will eliminate I/I from the subject manholes, reducing peak flows within the system and greatly extending asset life.
Amount for Approval:	\$ 1,056,080.00

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
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):

503040 - 47341 | \$1,056,080.00 of \$3,880,000.00 allocated for I/I reduction through 2026 (includes rollover from 2025)

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

www.bentonvillear.com

Please Recycle!



A D/WBE, SBA 8(A), WOSB Certified
Civil Engineering Firm

April 13, 2026

City of Bentonville – Water Utilities
Attn: Austin Woody, City Engineer
3200 SW Municipal Dr.
Bentonville, AR 72712

RE: IFB-26-14 Contract 4 Sanitary Sewer Collection System Manhole Rehabilitation

Dear Mr. Woody:

We have completed reviewing the bids received for the above-referenced project. The apparent order of the bids is as follows:

Contract 4 – Manhole Rehabilitation

1. Bennett, Inc.	\$1,056,080.00
2. <u>Humbard Contracting</u>	<u>\$1,149,975.00</u>
Engineer's Estimate	\$1,285,845.00

All bid submission packets were incomplete and lacked the required proper documentation outlined by the City of Bentonville. Humbard Contracting did not submit documentation for Appendix B, C, D, and E. Bennett, Inc did not properly fill out Appendix C, but did attach substantiating information in leu of the project reference pages left blank on Appendix C. Each bidder acknowledged the addendum that was issued; and all bids were accompanied by a 5% bid bond. Humbard Contracting and Bennett, Inc have both fulfilled their insurance requirements.

Humbard Contracting did not submit qualifications to substantiate manhole rehabilitation qualifications. Bennett, Inc has listed Midwest Infrastructure Coatings as a subcontractor that will perform manhole rehabilitation and their qualification requirements for this work have been submitted.

Project references for Bennett, Inc were contacted to discuss rehabilitation that will not be subbed out to Midwest Infrastructure Coatings (work pertaining to the frame and cover). The references stated that this contractor is competent and efficient at their work, and they wish to work them again in the future.

After a thorough bidder review, it is our recommendation that the City of Bentonville should accept the bid by Bennett, Inc at \$1,056,080.00 for IFB-26-14 Sanitary Sewer Collection System Manhole Rehabilitation. If Bentonville concurs, then Bennett, Inc should be contacted and advised that they are the successful bidder and that the City of Bentonville will proceed with a Notice of Award and contracting should begin. The other bidder should also be notified and thanked for their response in bidding the project.

If you have any questions or need additional information, please give me a call at (219) 861-6001 or email itibbets@trekkdesigngroup.com.

Sincerely,

Project Manager



CITY OF BENTONVILLE, ARKANSAS PURCHASING AND COMPLIANCE DEPARTMENT

FORMAL SEALED BID TABULATION

Date of Bid Opening			4/2/2026	Time of Bid Opening		2:30 PM CST		IFB-25-14	
Solicitation Title: Sanitary Sewer Collection System Improvements Manhole Rehabilitation									
Bidders:				McFaddens ICM Technologies		Bennett, Inc.		Humbard Contracting, Inc.	
Line Item	Item Description	Quantity	Unit of Measure	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	Mobilization / Demobilization	1	LS			\$90,000.00	\$90,000.00	\$50,000.00	\$50,000.00
2	Traffic Control	1	LS			\$80,000.00	\$80,000.00	\$15,000.00	\$15,000.00
3	Replace Frame and Cover with Composite (60" Diam. Manhole, Unpaved)	1	EA			\$3,500.00	\$3,500.00	\$2,700.00	\$2,700.00
4	Replace Frame and Cover with Composite (48" Diam. Manhole, Unpaved)	67	EA			\$3,500.00	\$234,500.00	\$2,700.00	\$180,900.00
5	Replace Frame and Cover with Composite (48" Diam. Manhole, Paved)	4	EA			\$5,000.00	\$20,000.00	\$4,750.00	\$19,000.00
6	Replace Frame and Cover with Composite (36" Diam. Manhole, Unpaved)	3	EA			\$3,500.00	\$10,500.00	\$2,700.00	\$8,100.00
7	Replace Frame and Cover with Composite (36" Diam. Manhole, Paved)	2	EA			\$5,000.00	\$10,000.00	\$4,750.00	\$9,500.00
8	Replace Frame and Cover with Composite (24" Diam. Manhole, Paved)	2	EA			\$5,000.00	\$10,000.00	\$4,750.00	\$9,500.00
9	Replace Frame and Cover (36" Diam. Manhole, Unpaved)	1	EA			\$3,500.00	\$3,500.00	\$2,300.00	\$2,300.00
10	Replace Frame and Cover (48" Diam. Manhole, Unpaved)	4	EA			\$3,000.00	\$12,000.00	\$2,300.00	\$9,200.00
11	Replace Frame and Cover (48" Diam. Manhole, Paved)	2	EA			\$5,000.00	\$10,000.00	\$5,000.00	\$10,000.00
12	Replace Rise/Extension Ring (48" Diam. Manhole, Unpaved)	4	EA			\$4,000.00	\$16,000.00	\$1,800.00	\$7,200.00
13	Reset Frame and Cover (Paved)	2	EA			\$4,000.00	\$8,000.00	\$3,500.00	\$7,000.00
14	Reset Frame and Cover (Unpaved)	2	EA			\$2,000.00	\$4,000.00	\$1,750.00	\$3,500.00
15	Replace Cover Bolts (x4) on Bolt Down Frame and Cover	1	EA			\$1,500.00	\$1,500.00	\$4,500.00	\$4,500.00
16	Raise Manhole (Unpaved)	2	EA			\$5,000.00	\$10,000.00	\$7,500.00	\$15,000.00
17	Bolted Manhole Cover and Frame Replacement (48" Diam. Manhole, Unpaved)	1	EA			\$3,000.00	\$3,000.00	\$4,500.00	\$4,500.00
18	Point Injection Grouting	10	EA			\$600.00	\$6,000.00	\$960.00	\$9,600.00
19	Curtain Grouting, 48" Diam. Base and Wall	82	VF			\$360.00	\$29,520.00	\$325.00	\$26,650.00
20	Curtain Grouting, 36" Diam. Base and Wall	14	VF			\$360.00	\$5,040.00	\$350.00	\$4,900.00
21	Curtain Grouting, 72" Diam. Base and Wall	27	VF			\$420.00	\$11,340.00	\$375.00	\$10,125.00
22	Epoxy (or Alternate) Manhole Lining, 60" Diam. Wall	24	VF			\$380.00	\$9,120.00	\$625.00	\$15,000.00
23	Epoxy (or Alternate) Manhole Lining, 48" Diam. Wall	852	VF			\$360.00	\$306,720.00	\$600.00	\$511,200.00
24	Epoxy (or Alternate) Manhole Lining, 36" Diam. Wall	56	VF			\$340.00	\$19,040.00	\$600.00	\$33,600.00
25	Epoxy (or Alternate) Manhole Lining, 24" Diam. Wall	30	VF			\$340.00	\$10,200.00	\$600.00	\$18,000.00
26	Reinch and Invert Rehab	27	EA			\$2,000.00	\$54,000.00	\$1,800.00	\$48,600.00
27	Pipe Seal Rehab	15	EA			\$600.00	\$9,000.00	\$1,800.00	\$27,000.00
28	Flexible Chimney Seal	4	EA			\$900.00	\$3,600.00	\$1,850.00	\$7,400.00
29	Replace 48" Diam. Manhole (Unpaved)	3	EA			\$9,000.00	\$27,000.00	\$12,500.00	\$37,500.00
30	Replace 48" Diam. Manhole (Paved)	2	EA			\$12,000.00	\$24,000.00	\$15,000.00	\$30,000.00
31	Bypass Pumping	1	LS			\$10,000.00	\$10,000.00	\$7,500.00	\$7,500.00
32	Trench Safety System in Accordance w/ Section 22-9-212	1	LS			\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
TOTAL BID PRICE				Bid Rejected During Bid Opening		\$1,094,080.00		\$1,149,975.00	
PURCHASING@BENTONVILLE.AR.GOV									
FORMAL BID EVALUATION									

Michelle Gaudern
Purchasing and Compliance SpecialistLynne Moore
Purchasing and Compliance Agent

RESOLUTION NO. _____

A RESOLUTION AWARDDING BID IFB-26-14 TO BENNETT, INC., FOR SANITARY SEWER COLLECTION SYSTEM IMPROVEMENTS, IN AN AMOUNT NOT TO EXCEED ONE MILLION FIFTY-SIX THOUSAND EIGHTY DOLLARS (\$1,056,080.00); AND FOR OTHER PURPOSES.

WHEREAS, Bennett, Inc. was the lowest responsive bidder for bid IFB-26-14;

WHEREAS, this agreement includes rehabilitation work including grout injection, frame and cover replacement, lining and other activities on one hundred sixty (160) manholes; and

WHEREAS, this will be paid with budgeted funds as part of the 2026 I/I Reduction Strategy from the Water and Sewer Rehab Department, thus no budget adjustment is needed.

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

Section 1: The Mayor and City Clerk are authorized to enter into an agreement with Bennett, Inc. for sanitary sewer collection system improvements;

Section 2: The estimated contract cost will be in the amount not to exceed one million fifty-six thousand eighty dollars (\$1,056,080.00);

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

Section 4 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, 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



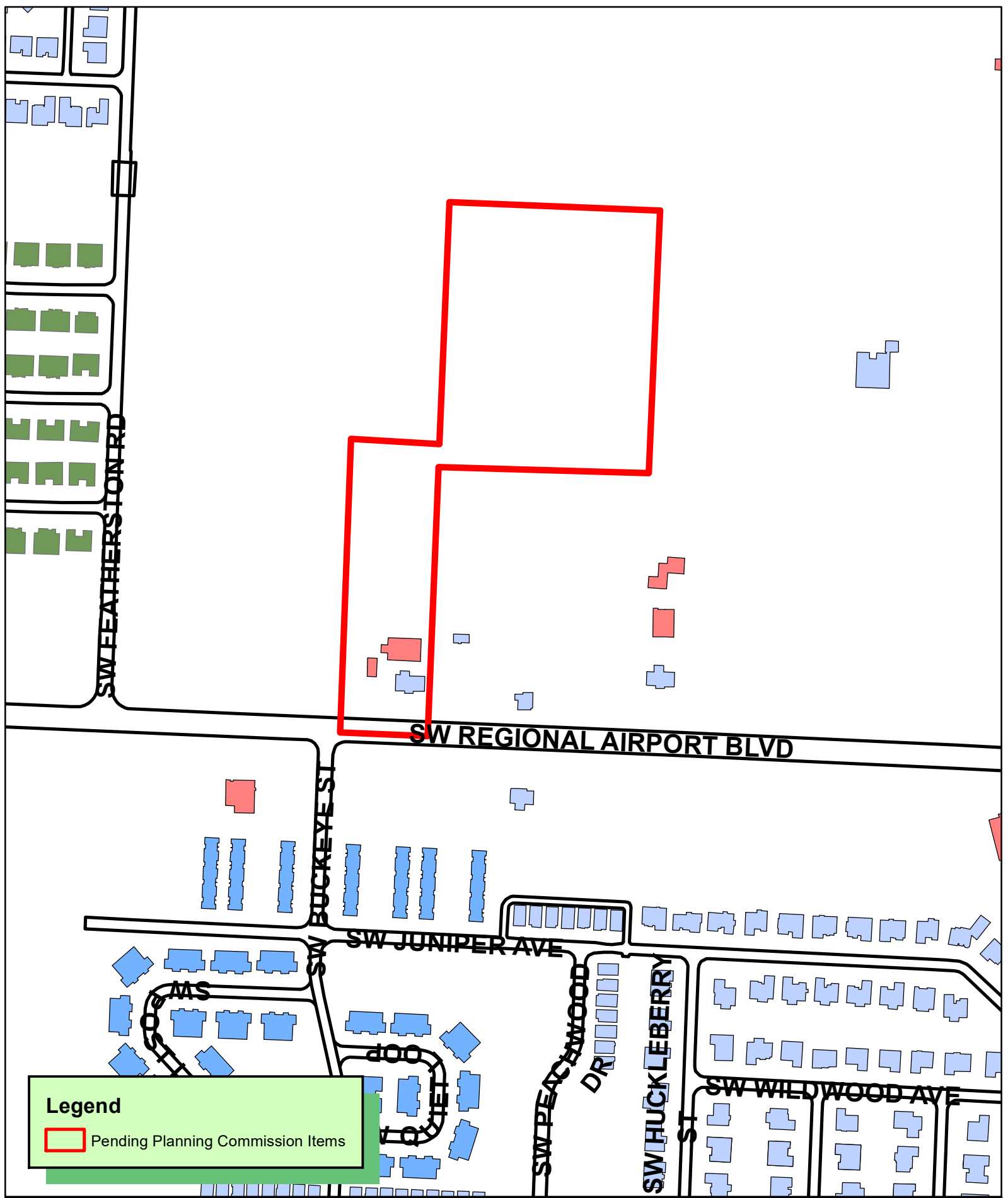
Consent Agenda Item

For the City Council meeting on April 28, 2026

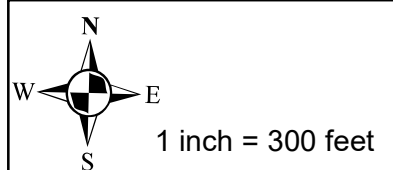
Details

Lot Split, Lot 1, Hanwa Addition and Parcel 01-07933-020, Creating Lots 2 & 3 of Hanwa Addition. 2500 Southwest Regional Airport Boulevard, LS22-0051.

A Lot Split of Lot 1, Hanwa Addition and Parcel 01-07933-020, Creating Lots 2 & 3 of Hanwa Addition. The plat is dedicating 0.86 acres of right-of-way for Southwest 34th Street as part of the HANWA Parking Lot addition project (LSD22-0033). A portion of the subject property (0.04 acres) is being designated as unbuildable, north of the right-of-way dedication and Lot 2. Within Lot 2, the plat is also dedicating 345 square feet of an access and utility easement along SW Regional Airport Blvd, 0.46 acres of a variable-width utility easement, and 1,963 square feet of a variable-width drainage easement. Within Lot 3, the plat is dedicating a 20-foot-wide utility easement along the right-of-way on the south side of the lot. 1.49 acres is being dedicated as a drainage easement in the southeast corner of Lot 3.



Legend
[Red Outline] Pending Planning Commission Items

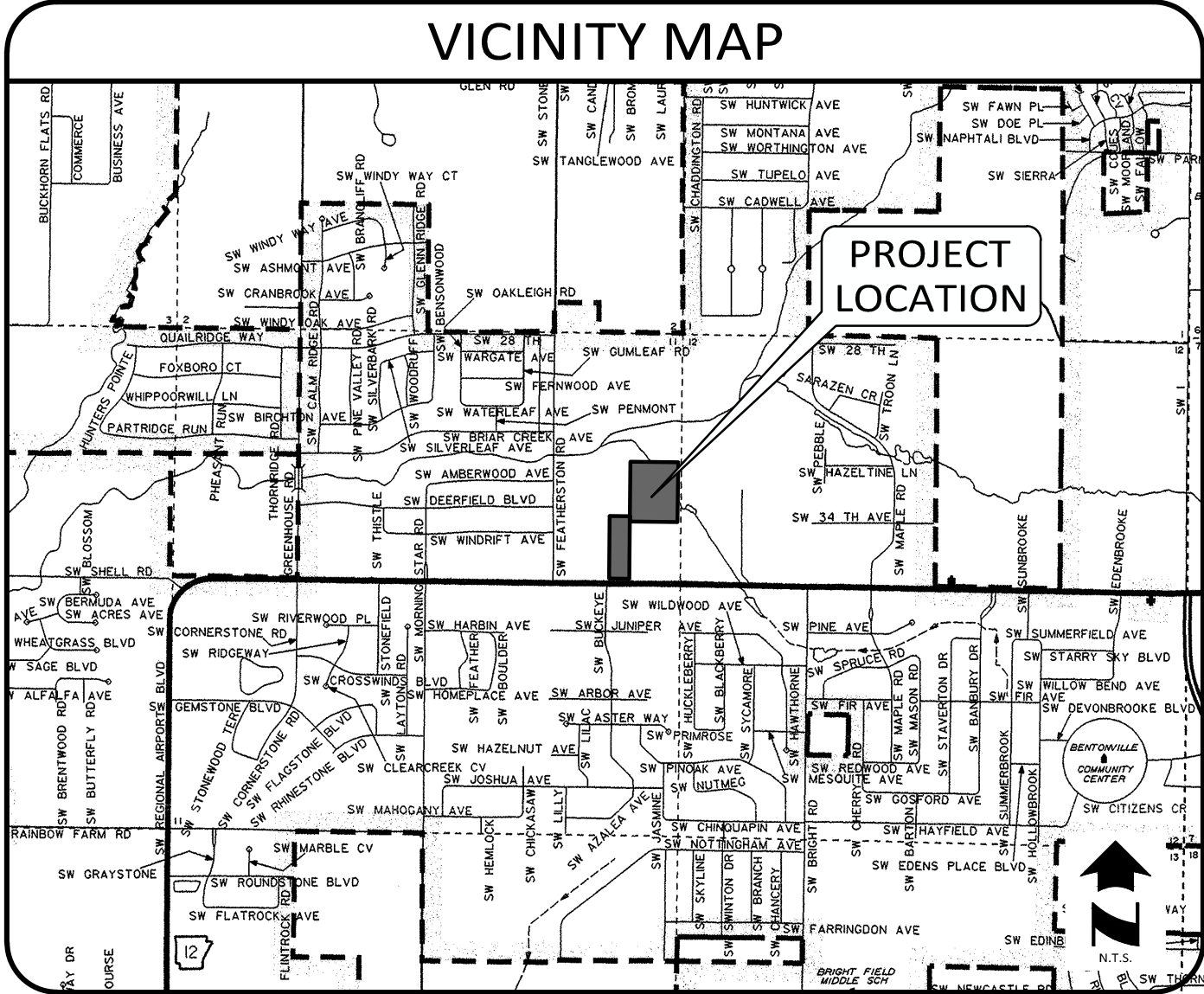


LS22-0051 11/1/22
LOT SPLIT
HANWA ADDITION PHASE 2
LOT 1 HANWA ADD CREATING LOTS 1-3



VICINITY MAP

PROJECT LOCATION



GENERAL NOTES:

- Basis of Bearings - Grid North, Arkansas State Plane Coordinate System, North Zone (0301) based on Post Processed OPUS Solution having the following values: North 36°20'09.4375" Latitude, West 94°14'33.9103" Longitude, ellipsoid height of 1,182.55, and a combined scale factor of 0.99996533 (ground to grid).
- Flood Zone Data - Based on graphical review only, a portion of the subject property lies with in Zone AE, base flood elevations depicted hereon from available FEMA data.
- Vertical Datum - NAVD88 (Geoid 18) utilizing conventional leveling and trigonometric elevations from a base point having an orthometric height of 388.60 m or 1274.92 usft.
- Every Recorded document reviewed and considered as a part of this survey is noted hereon. Surveyor has not made a thorough investigation or independent research for any easements or other encumbrances or facts that a true and accurate title search and / or title commitment would disclose. Other documents, facts, or rights may exist that affect the subject property.
- This plat is subject to the terms and conditions set forth in that document titled "Covenant and Deed Restriction" as filed for record as Document L202335423 in the records of the Circuit Clerk of Benton County, Arkansas.
- There are no waivers, variances and/or conditional uses at the time of preparing this plat.
- All utility locations have been field verified.
- Original field work date: January 11, 2022.
- Last date of field work: February 09, 2026 Confirmed previously set corners for lots.

CITY OF BENTONVILLE DEVELOPMENT NOTES:

- Before any work in the street right-of-way commences, contractor and/or owner is to contact the City of Bentonville Engineering and Transportation Departments and notify said departments of the intent and type of work that will take place within the right-of-way.
- Sidewalks shall be the responsibility of the builder/owner at the time of building permit issuance.
- 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.
- Current Zoning: A-1, Agricultural District.
- Owner/Developer shall coordinate with all local utilities to ensure that each lot has water, sewer and electric service.
- We hereby grant to the City of Bentonville a blanket Avigation Easement over the entirety of this Lot Split pursuant to Municipal Code Section 401.12.
- No residential lot shall be permitted direct access to a collector or arterial street. All residential subdivision development contiguous to a collector or arterial street shall orient frontage to a local street, and back of the project, without access to the said major streets.
- All sidewalks shall be installed by the timeframes set forth in 900.08 of the Street Specifications.

Arkansas Plat Code: 500-19N-31W-0-11-120-04-1834

FLOOD CERTIFICATION:

Based Upon Review Of FEMA Firm: Benton County, Arkansas And Incorporated Areas, And By Graphic Plotting Only, A Portion of Subject Property Is Determined To Be In Zone AE, Special Flood Area is subject to flooding by the 1% annual chance flood, also Zone X, or Areas Determined To Be Outside The 0.2% Annual Chance Floodplain.

Map Number: 05007C0255K

Effective Date: June 5, 2012

RIGHT-OF-WAY DESCRIPTION:

A part of the Southeast Quarter of the Northeast Quarter of Section 11, Township 19 North, Range 31 West of the Fifth Principal Meridian all in Benton County, Arkansas and more particularly described as follows:

Commencing at a fifteen inch (15") fence corner post accepted as the Northeast Corner of the Southeast Quarter of the Northeast Quarter of Section 11 as shown on the Property Line Adjustment, creating Lot 5, Coughlin Addition, Book 2017 Page 739: thence South 02°26'02" West a distance of 599.62 feet to a one-half inch rebar with PS 1834 cap at the Point of Beginning; thence South 02°26'02" West a distance of 50.12 feet to a three-quarter inch iron pipe; thence North 87°42'24" West a distance of 639.59 feet to a one-half inch rebar with PS 1834 cap; thence South 69°32'21" West a distance of 10.55 feet to a one-half inch rebar with PS 1834 cap; thence North 87°57'59" West a distance of 67.93 feet to a one-half inch rebar with PS 1834 cap; thence North 65°28'19" West a distance of 11.92 feet to a one-half inch rebar with PS 1834 cap on the west boundary of Lot 1, HANWA Addition as filed for record at Plat Book 2011 Page 85; thence North 02°16'51" East along said west boundary a distance of 50.00 feet to a one-half inch rebar with PS 1834 cap; thence South 87°42'24" East a distance of 740.10 feet to the Point of Beginning, containing 0.86 acres, more or less.

LOT 2 DESCRIPTION:

A part of Lot 1, HANWA Addition as filed for record at Plat Book 2011 Page 85 and also being a part of the Southeast Quarter of the Northeast Quarter of Section 11, Township 19 North, Range 31 West of the Fifth Principal Meridian all in Benton County, Arkansas and more particularly described as follows:

Commencing at a fifteen inch (15") fence corner post accepted as the Northeast Corner of the Southeast Quarter of the Northeast Quarter of Section 11 as shown on the Property Line Adjustment, creating Lot 5, Coughlin Addition, Book 2017 Page 739: thence South 02°26'02" West a distance of 649.74 feet to a three-quarter inch iron pipe; thence North 87°42'24" West a distance of 519.89 feet to the Point of Beginning; thence South 02°17'26" West a distance of 681.32 feet to a one-half inch rebar with PS 1301 cap on the north right of way of Arkansas Highway 12; thence North 87°42'15" West along said north right of way, a distance of 219.96 feet to a one-half inch rebar; thence North 02°16'51" East a distance of 622.41 feet to a one-half inch rebar with PS 1834 cap; thence South 87°42'24" East a distance of 11.68 feet to a one-half inch rebar with PS 1834 cap; thence South 65°28'19" East a distance of 11.92 feet to a one-half inch rebar with PS 1834 cap; thence South 87°57'59" East a distance of 67.93 feet to a one-half inch rebar with PS 1834 cap; thence North 69°32'21" East a distance of 10.55 feet to a one-half inch rebar with PS 1834 cap; thence South 87°42'24" East a distance of 119.70 feet to the Point of Beginning, containing 3.14 acres, more or less;

LOT 3 DESCRIPTION:

A part of the Southeast Quarter of the Northeast Quarter of Section 11, Township 19 North, Range 31 West of the Fifth Principal Meridian all in Benton County, Arkansas and more particularly described as follows:

Beginning at a fifteen inch (15") fence corner post accepted as the Northeast Corner of the Southeast Quarter of the Northeast Quarter of Section 11 as shown on the Property Line Adjustment, creating Lot 5, Coughlin Addition, Book 2017 Page 739: thence South 02°26'02" West a distance of 599.62 feet to a Set one-half inch rebar with PS 1834 cap; thence North 87°42'24" West a distance of 520.02 feet to a Set one-half inch rebar with PS 1834 cap; thence North 02°17'59" East a distance of 600.11 feet to an Existing three-quarter inch iron pipe; thence South 87°39'09" East a distance of 521.42 feet to the Point of Beginning, containing 7.17 acres more or less.

DRAINAGE EASEMENT DESCRIPTION:

A part of the Southeast Quarter of the Northeast Quarter of Section 11, Township 19 North, Range 31 West of the Fifth Principal Meridian all in Benton County, Arkansas and more particularly described as follows:

Commencing at a fifteen inch (15") fence corner post accepted as the Northeast Corner of the Southeast Quarter of the Northeast Quarter of Section 11, as shown on the Property Line Adjustment, creating Lot 5, Coughlin Addition, Book 2017 Page 739: thence South 02°26'02" West along the East boundary line of Lot 3 a distance of 276.01 feet to the Point of Beginning of said Drainage Easement; thence continuing, South 02°26'02" West a distance of 323.61 feet to a Proposed North Right-of-Way line; thence along said Right-of-Way line North 87°42'24" West a distance of 200.52 feet; thence North 02°17'57" East a distance of 323.63 feet; thence South 87°42'03" East a distance of 201.28 feet to the Point of Beginning, containing 1.49 acres, more or less.

LEGAL DESCRIPTION - WARRANTY DEED BOOK 2009 PAGE 49177:

Part of the SE¼ of the NE¼ of Section 11, Township 19 North, Range 31 West, Benton County, Arkansas, being more particularly described as follows:

Beginning at a point North 89 degrees 52 minutes 51 seconds West 520.00 feet and South 00 degrees 03 minutes 47 seconds East 591.38 feet from the NE corner of said SE 1/4 of the NE¼ of Section 11; thence South 00 degrees 03 minutes 47 seconds East 726.00 feet; thence South 89 degrees 55 minutes 59 seconds West 220.00 feet; thence North 00 degrees 03 minutes 47 seconds West 726.00 feet; thence North 89 degrees 55 minutes 59 seconds East 220.00 feet to the Point of Beginning. Property is subject to the right of way of U.S. Highway 12 on the South side as shown on Plat Record 7 at Page 139.

LEGAL DESCRIPTION - WARRANTY DEED BOOK 2016 PAGE 16042:

Part of the SE 1/4 of the NE 1/4 of Section 11, T-19-N, R-31-W, Benton County, Arkansas, described as beginning at the NE corner of said SE 1/4 of the NE 1/4 of the NE¼ of the NE¼ of Section 11; thence along the East line of the SE 1/4 of the NE¼ of Section 11, S02° 17'50"W 647.58 feet to a found 1" pipe; thence N87°36'38"W 519.28 feet to a found 1" pipe; thence N02° 14'05"E 649.47 feet to a found 1" pipe on the North line of the SE 1/4 of the NE 1/4 of Section 11; thence along said North Line, S87°24'07"E 520.00 feet to the Point of Beginning, containing 7.74 acres and being subject to any and existing easements, covenants or rights of way, whether of record or prescription.

CERTIFICATE OF OWNERSHIP

We The Undersigned, Owners Of The Real Estate Shown And Described Herein, Do Hereby Certify That We Have Laid 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.

OWNER 1

Date of Execution: _____

Signed: _____

Name & Address: _____

Print Name: _____

Source Of Title: D.R. Warranty Deed Book 2016, Page 16402 and Book 2009, Page 49177

State Of Arkansas }
County Of _____ }

Sworn And Subscribed Before Me This Day _____ of _____, 2026.

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 _____
Bentonville Planning Commission Chairperson

Signed _____
City Clerk, City of Bentonville

Signed _____
Mayor, City of Bentonville

SURVEYOR
Halff

2407 SE Cottonwood St.
Bentonville, AR 72712
Contact: Clayton D. Crofts
Telephone: (479) 273-2209

OWNER
Hindu Association of NWA Inc.

PO Box 262
Bentonville, AR 72712
Contact: Raghunath Seeram
Telephone: (479) 464-8600

CERTIFICATE OF SURVEYING ACCURACY:

I, Clayton D. Crofts, hereby certify that this plat correctly represents a boundary survey made by me or under my direct supervision and boundary markers and lot corners shown hereon actually exist and their location, type and material are correctly shown and all requirements of the Arkansas Standards of Practice for Property Boundary Surveys and Plats have been met.

Date of Execution: March 18, 2026

Signed: _____
Registered Land Surveyor
No. 1834 State of Arkansas



HALFF ASSOCIATES, INC.
2407 SE COTTONWOOD ST. STE 1
BENTONVILLE, AR 72712
479.273.2209 - HALFF.COM

HANWA Addition

Bentonville, Arkansas

City Project #LS22-0051

LOT SPLIT OF LOT 1 OF HANWA
ADDITION AND PARCEL
01-07933-020
CREATING LOTS 2 AND 3
OF HANWA ADDITION

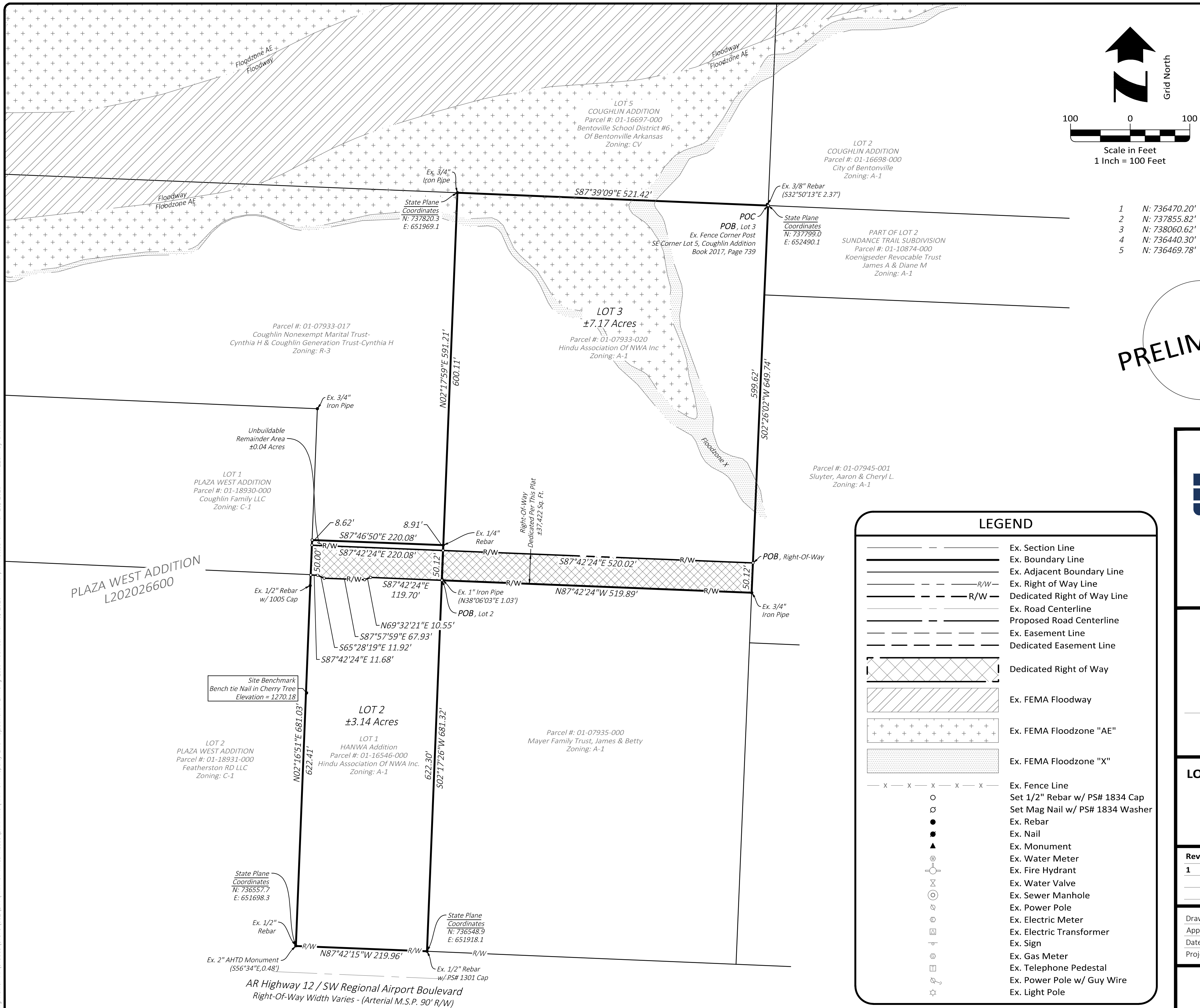
Revisions	
1	03.18.26 Revised Plans per City Comments (2/25/2026)

Drawn By: JDS	Vert. Scale: N/A
Approved By: JSA	Horiz. Scale: N/A
Date: 03.20.2026	Plot Scale: 1
Project No.: HAA-01	DWG Name: PLAT

SHEET

1

of 4



CONTROL POINTS

1	N: 736470.20'	E: 651768.00'	Elev. 1274.89'
2	N: 737855.82'	E: 652536.65'	Elev. 1256.30'
3	N: 738060.62'	E: 652027.28'	Elev. 1247.10'
4	N: 736440.30'	E: 652471.87'	Elev. 1265.52'
5	N: 736469.78'	E: 651957.65'	Elev. 1273.48'

PRELIMINARY



HALFF ASSOCIATES, INC.
2407 SE COTTONWOOD ST. STE 1
BENTONVILLE, AR 72712
479.273.2209 - HALFF.COM

HANWA Addition

Bentonville, Arkansas

City Project #LS22-0051

**LOT SPLIT OF LOT 1 OF HANWA
ADDITION AND PARCEL
01-07933-020
CREATING LOTS 2 AND 3
OF HANWA ADDITION**

Revisions

1 03.18.26 Revised Plans per City Comments (2/25/2026)

Drawn By: JDS	Vert. Scale: N/A
Approved By: JSA	Horiz. Scale: 1" = 100'
Date: 03.20.2026	Plot Scale: 1
Project No.: HAA-01	DWG Name: PLAT

2

SHEET

of 4

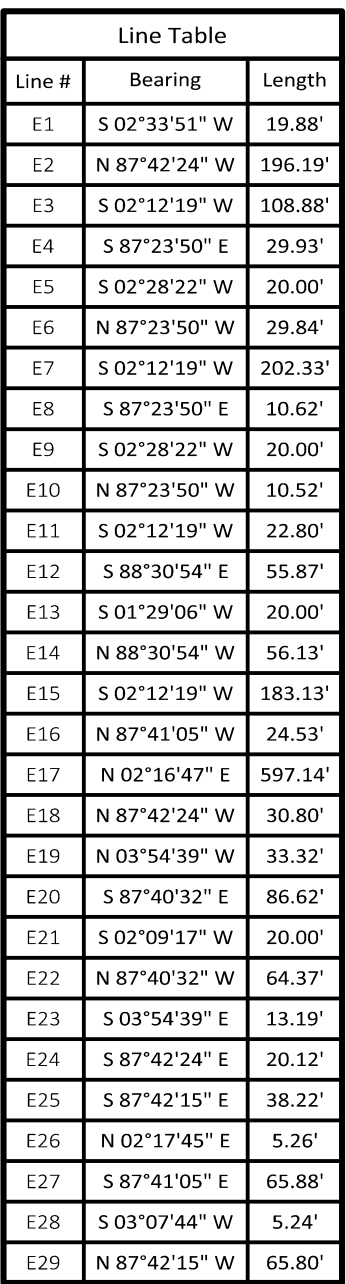


LOT 1
HANWA Addition
Parcel #: 01-16546-000
Hindu Association Of NWA Inc.
Zoning: A-1

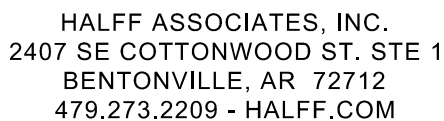
Parcel #: 01-07935-000
Mayer Family Trust, James & Betty
Zoning: A-1

State Plane
Coordinates
N: 736548.9
E: 651918.1

AR Highway 12 / SW Regional Airport Boulevard
Right-Of-Way Width Varies - (Arterial M.S.P. 90' R/W)



	Ex. Section Line
	Ex. Boundary Line
	Ex. Adjacent Boundary Line
	Ex. Right of Way Line
	Dedicated Right of Way Line
	Ex. Road Centerline
	Proposed Road Centerline
	Ex. Easement Line
	Dedicated Easement Line
	Dedicated Right of Way
	Ex. FEMA Floodway
	Ex. FEMA Floodzone "AE"
	Ex. FEMA Floodzone "X"
	Ex. Fence Line
	Set 1/2" Rebar w/ PS# 1834 Cap
	Set Mag Nail w/ PS# 1834 Washer
	Ex. Rebar
	Ex. Nail
	Ex. Monument
	Ex. Water Meter
	Ex. Fire Hydrant
	Ex. Water Valve
	Ex. Sewer Manhole
	Ex. Power Pole
	Ex. Electric Meter
	Ex. Electric Transformer
	Ex. Sign
	Ex. Gas Meter
	Ex. Telephone Pedestal
	Ex. Power Pole w/ Guy Wire
	Ex. Light Pole

A circular seal with a double-lined border. The text "CERTIFICATE OF AUTHORIZATION" is written along the top inner edge. In the center, it reads "HALFF ASSOCIATES, INC." and "No. 1470". Along the bottom inner edge, it reads "ARKANSAS".

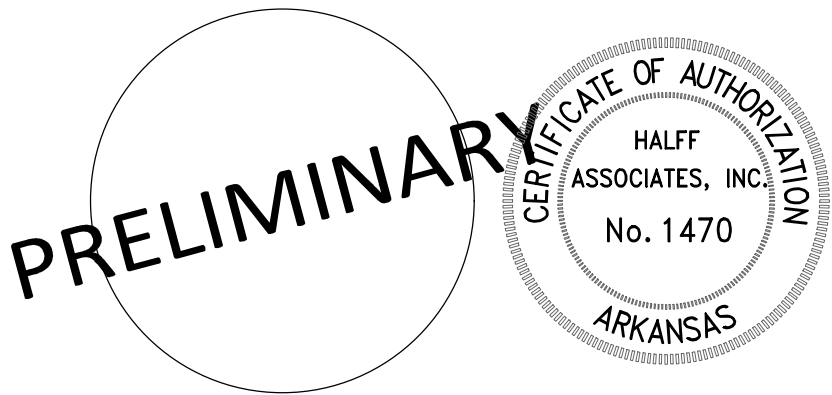
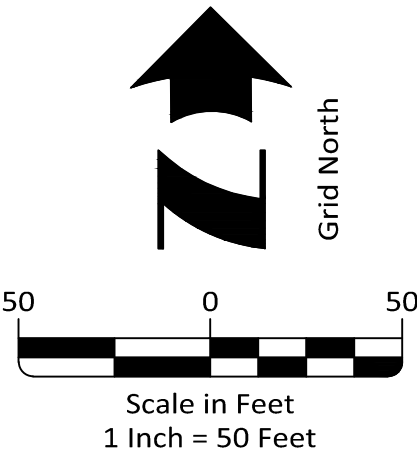
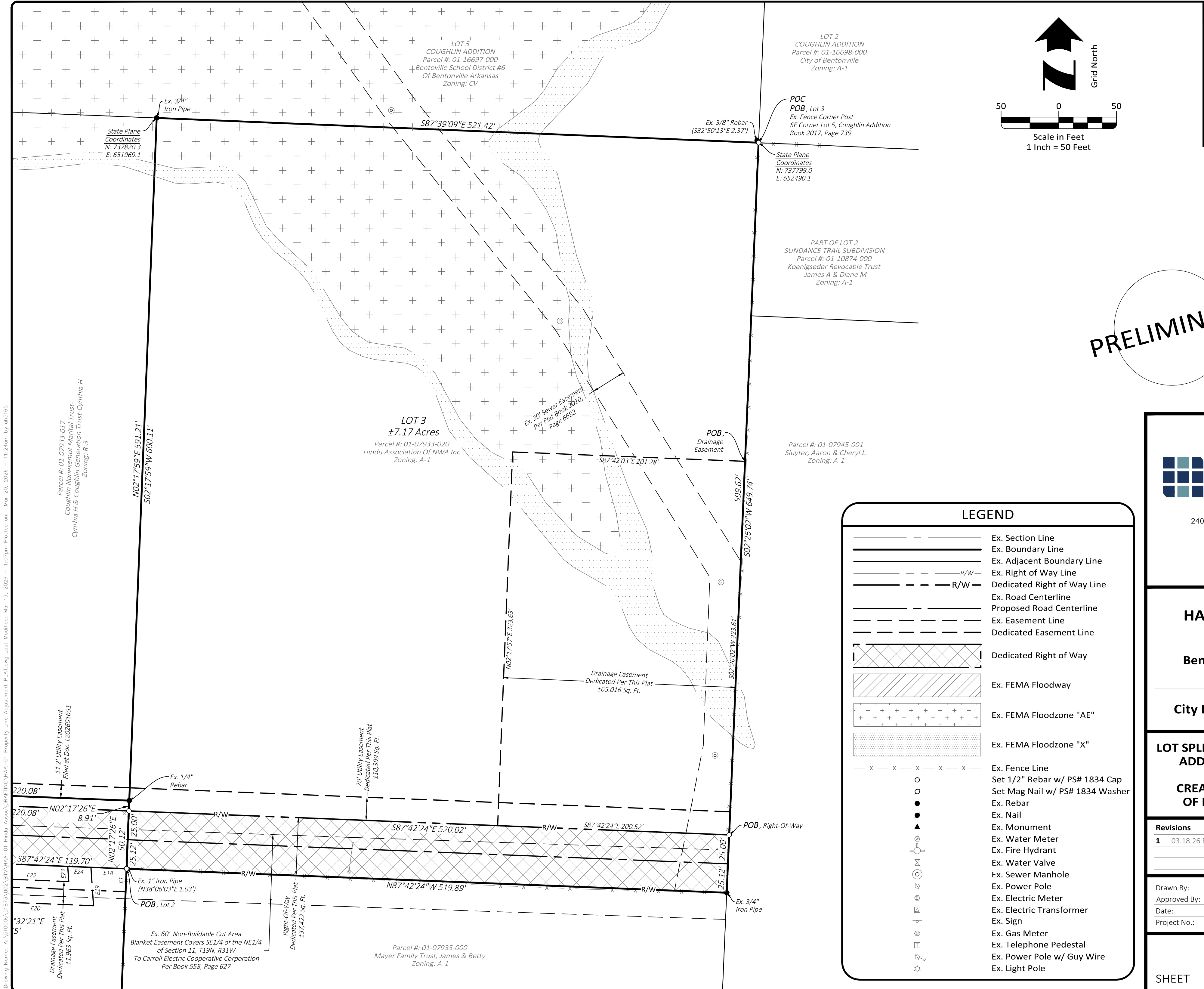
**LOT SPLIT OF LOT 1 OF HANWA
ADDITION AND PARCEL
01-07933-020
CREATING LOTS 2 AND 3
OF HANWA ADDITION**

1 03.18.26 Revised Plans per City Comments (2/25/2026)

Vert. Scale:	N/A
Horiz. Scale:	1" = 50'
Plot Scale:	1
DWG Name:	PLAT

of 4

Drawing Name: A:\51000s\51873\002\BTV\HAA-01 Hindu Assoc DRAFTING\HAA-01 Property Line Adjustment PLAT.dwg Last Modified: Mar 19, 2026 — 1:07pm Plotted on: Mar 20, 2026 — 11:24am by ah5165



LEGEND	
	Ex. Section Line
	Ex. Boundary Line
	Ex. Adjacent Boundary Line
	Ex. Right of Way Line
	Dedicated Right of Way Line
	Ex. Road Centerline
	Proposed Road Centerline
	Ex. Easement Line
	Dedicated Easement Line
	Dedicated Right of Way
	Ex. FEMA Floodway
	Ex. FEMA Floodzone "AE"
	Ex. FEMA Floodzone "X"
	Ex. Fence Line
	Set 1/2" Rebar w/ PS# 1834 Cap
	Set Mag Nail w/ PS# 1834 Washer
	Ex. Rebar
	Ex. Nail
	Ex. Monument
	Ex. Water Meter
	Ex. Fire Hydrant
	Ex. Water Valve
	Ex. Sewer Manhole
	Ex. Power Pole
	Ex. Electric Meter
	Ex. Electric Transformer
	Ex. Sign
	Ex. Gas Meter
	Ex. Telephone Pedestal
	Ex. Power Pole w/ Guy Wire
	Ex. Light Pole

HALFF ASSOCIATES, INC.
2407 SE COTTONWOOD ST. STE 1
BENTONVILLE, AR 72712
479.273.2209 - HALFF.COM

HANWA Addition

Bentonville, Arkansas

City Project #LS22-0051

LOT SPLIT OF LOT 1 OF HANWA ADDITION AND PARCEL 01-07933-020 CREATING LOTS 2 AND 3 OF HANWA ADDITION

Revisions	
1	03.18.26 Revised Plans per City Comments (2/25/2026)

Drawn By: JDS	Vert. Scale: N/A
Approved By: JSA	Horiz. Scale: 1" = 50'
Date: 03.20.2026	Plot Scale: 1
Project No.: HAA-01	DWG Name: PLAT

SHEET

4

of 4

ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A LOT SPLIT OF LOT 1 OF HANWA ADDITION
CREATING NEW LOTS 2 AND 3 OF HANWA ADDITION TO THE CITY OF
BENTONVILLE, ARKANSAS; AND FOR OTHER PURPOSES.
(PROJECT NUMBER: LS22-0051)**

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the lot split of LOT 1 OF HANWA ADDITION creating new LOTS 2 and 3 OF HANWA ADDITION to the City of Bentonville, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on April 21, 2026;

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

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

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

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

Section 1: That the lot split of LOT 1 OF HANWA ADDITION creating new LOTS 2 and 3 OF HANWA ADDITION to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes;

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

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

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

PASSED AND APPROVED this _____ day of _____, 2026.

APPROVED:

ATTEST:

Stephanie Orman, Mayor

Malorie Marrs, City Clerk



Consent Agenda Item

For the City Council meeting on April 28, 2026

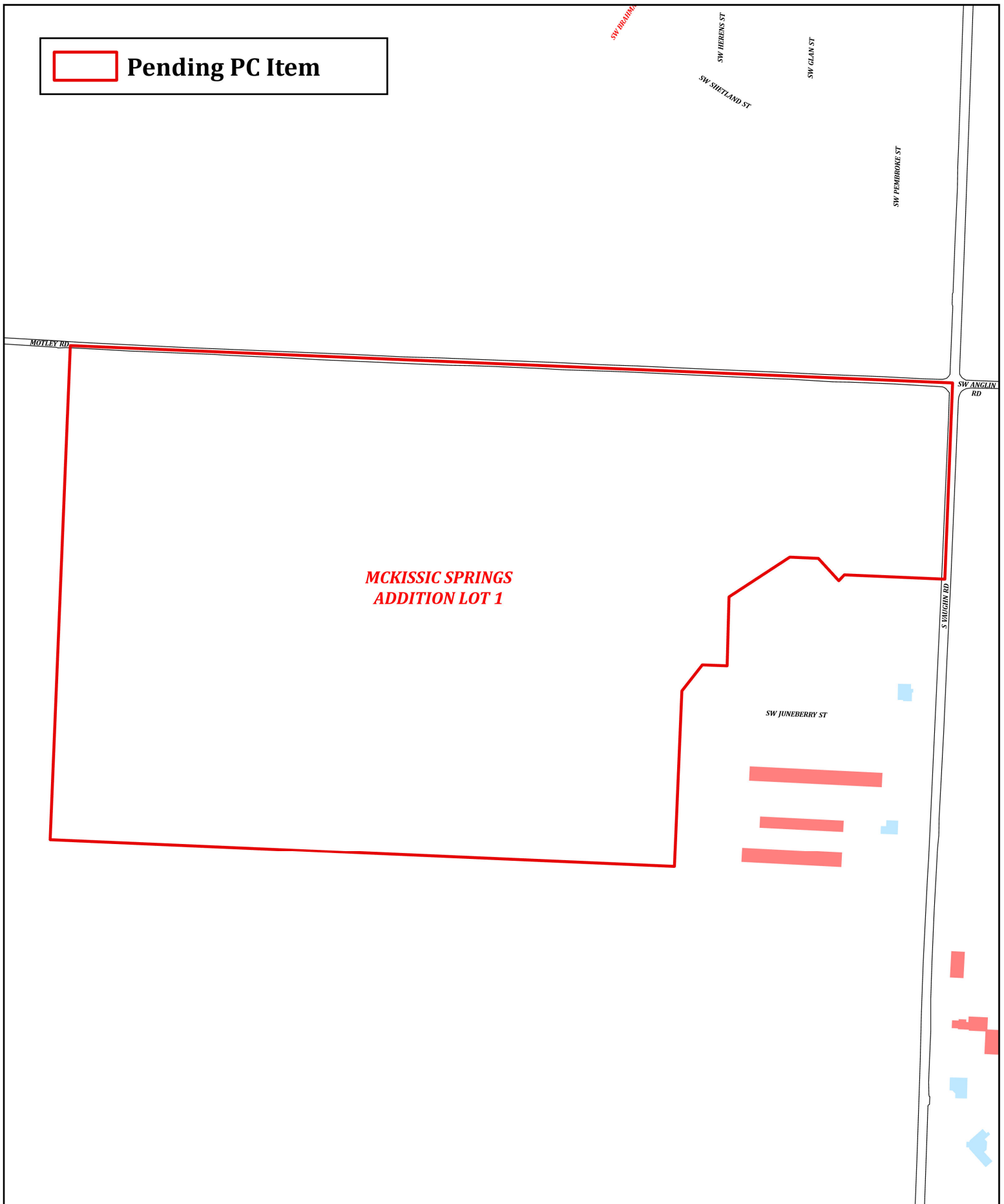
Details

Lot Split of Lot 1, McKissic Springs Addition, Creating Lots 2 & 3 of McKissic Springs Addition. 01-08199-075, LS26-0006.

A Lot Split of Lot 1, McKissic Springs Addition, Creating Lots 2 & 3 of McKissic Springs Addition.



Pending PC Item



**MCKISSIC SPRINGS
ADDITION LOT 1**

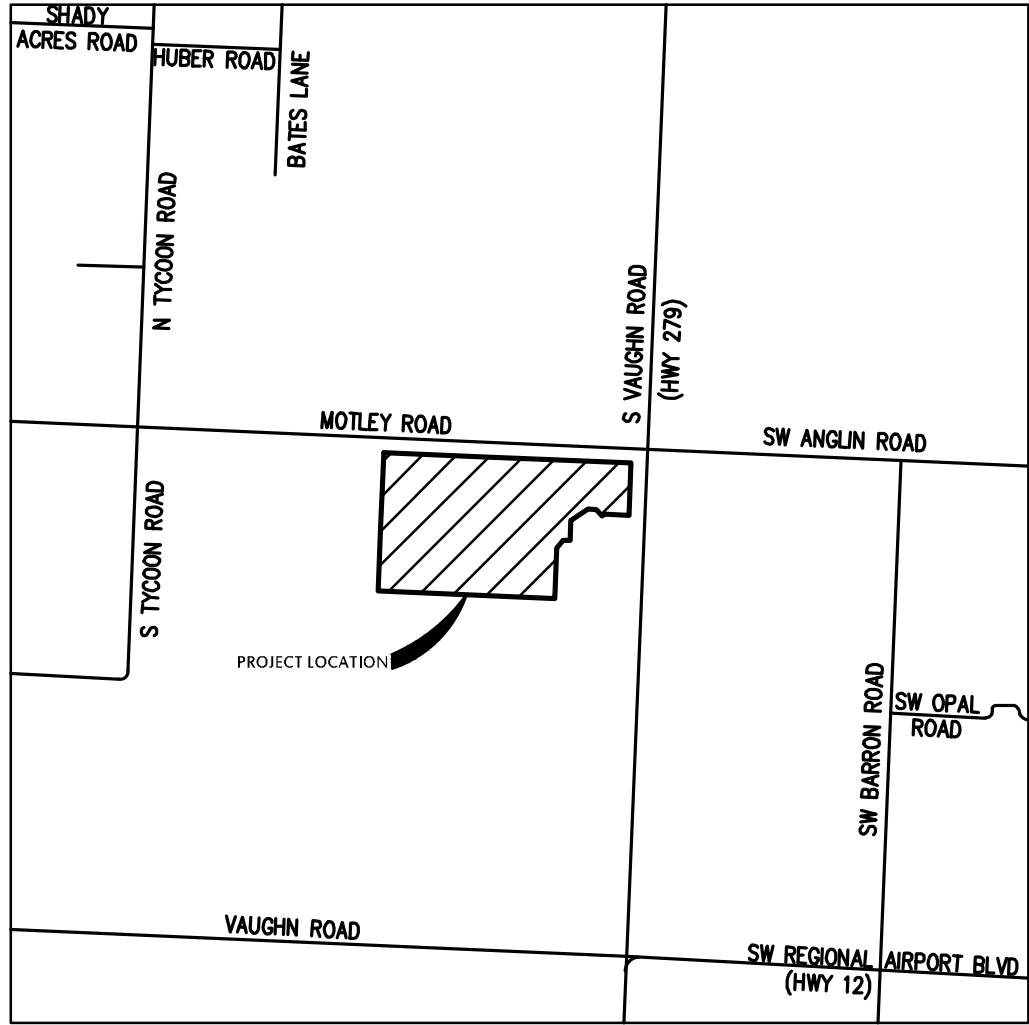
SW JUNE BERRY ST



LS26-0006
Lot Split
MCKISSIC ADDITION



DRAWING: G:\23302500_MCKISSIC INFRASTRUCTURE SURVEY\DWG\23302500 LOT 3 PLAT LOT 1.DWG
LAYOUT: LAYOUT1.LAST SAVED: KM476.477/2024.10:05:28 AM
LAST PLOTTED BY: KEVIN MONTGOMERY, 4/10/2024 8:05:09 AM (PLOTTED BY: VALID ON HARD COPY ONLY)



VICINITY MAP NTS

OWNER: 01--08199--075
BUFFINGTON BW, LLC
4800 S VAUGHN RD
BENTONVILLE, AR 72712
MARY MCGETRICK
MARY.MCGETRICK@BUFFINGTONHOMESAR.COM
843--437--6937

SITE SURVEYOR: CRAFTON TULL
901 N. 47TH ST., SUITE 400
ROGERS, AR, 72756
KEVIN.MONTGOMERY@CRAFTONTULL.COM
479--636--4838

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: _____
BUFFINGTON BW, LLC

(PRINT)

SOURCE OF TITLE: DEED L202085006

STATE OF ARKANSAS)
COUNTY OF BENTON) SS
SUBSCRIBED AND SWORN BEFORE ME THIS ____ DAY OF _____, 2026
MY COMMISSION EXPIRES:

NOTARY PUBLIC _____

LOT SPLIT PLAT CREATING LOT 2 AND LOT 3 MCKISSIC SPRINGS ADDITION

DESCRIPTION PARENT:

LOT 1 OF MCKISSIC SPRINGS ADDITION, AS PER PLAT RECORD L202328956 IN THE OFFICE OF THE CIRCUIT CLERK AND EX--OFFICIO RECORDER OF BENTON COUNTY, ARKANSAS.

DESCRIPTION LOT 2:

PART OF LOT 1 OF MCKISSIC SPRINGS ADDITION, AS PER PLAT RECORD L202328956 IN THE OFFICE OF THE CIRCUIT CLERK AND EX--OFFICIO RECORDER OF BENTON COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1, SAID POINT BEING A 5/8" IRON PIN WITH PS 1460 CAP;
Thence ALONG THE NORTH LINE THEREOF S87°33'24"E 923.93 feet TO A 5/8" IRON PIN WITH PS 1460 CAP;
Thence LEAVING SAID NORTH LINE S02°29'52"W 416.41 feet TO A 5/8" IRON PIN WITH PS 1460 CAP;
Thence N87°30'08"W 289.85 feet TO A 5/8" IRON PIN WITH PS 1460 CAP;
Thence S57°07'27"W 53.57 feet TO A 5/8" IRON PIN WITH PS 1460 CAP;
Thence S02°29'52"W 36.79 feet TO A 5/8" IRON PIN WITH PS 1460 CAP;
Thence S57°07'27"W 98.80 feet TO A 5/8" IRON PIN WITH PS 1460 CAP;
Thence N87°30'08"W 200.02 feet TO A 5/8" IRON PIN WITH PS 1460 CAP;
Thence S47°34'02"W 150.94 feet TO A 5/8" IRON PIN WITH PS 1460 CAP;
Thence S21°50'29"W 95.20 feet TO A 5/8" IRON PIN WITH PS 1460 CAP;
Thence N87°30'08"W 169.00 feet TO THE WEST LINE OF SAID LOT 1, SAID POINT BEING A 5/8" IRON PIN WITH PS 1460 CAP;
thence ALONG SAID WEST LINE N02°18'34"E 736.97 feet to the POINT OF BEGINNING, CONTAINING 11.47 ACRES, MORE OR LESS AND SUBJECT TO ANY AND ALL EASEMENTS OF RECORD OR FACT.

DESCRIPTION LOT 3:

PART OF LOT 1 OF MCKISSIC SPRINGS ADDITION, AS PER PLAT RECORD L202328956 IN THE OFFICE OF THE CIRCUIT CLERK AND EX--OFFICIO RECORDER OF BENTON COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1;
Thence ALONG THE NORTH LINE THEREOF S87°33'24"E 923.93 feet TO THE POINT OF BEGINNING, SAID BEING A 5/8" IRON PIN WITH PS 1460 CAP;
Thence CONTINUING ALONG SAID NORTH LINE S87°33'24"E 1645.89 feet TO THE NORTHEAST CORNER OF SAID LOT 1, SAID POINT BEING A 5/8" IRON PIN WITH PS 1460 CAP;
THENCE ALONG THE EAST LINE THEREOF THE FOLLOWING TEN COURSES:
Thence S02°33'43"W 543.39 feet TO A 5/8" IRON PIN WITH PS 1460 CAP;
Thence N87°35'04"W 258.85 feet TO A 5/8" IRON PIN WITH PS 1460 CAP;
Thence S44°20'29"W 24.06 feet TO A 5/8" IRON PIN WITH PS 1460 CAP;
Thence N42°35'04"W 90.02 feet TO A 5/8" IRON PIN WITH PS 1460 CAP;
Thence N87°35'04"W 85.38 feet TO A 5/8" IRON PIN WITH PS 1460 CAP;
Thence S56°57'15"W 216.96 feet TO A 5/8" IRON PIN WITH PS 1460 CAP;
Thence S01°37'36"W 206.69 feet TO A 5/8" IRON PIN WITH PS 1460 CAP;
Thence N87°35'04"W 74.27 feet TO A 5/8" IRON PIN WITH PS 1460 CAP;
Thence S38°17'10"W 99.38 feet TO A 5/8" IRON PIN WITH PS 1460 CAP;
Thence S02°24'56"W 526.72 feet TO THE SOUTHEAST CORNER OF SAID LOT 1, SAID POINT BEING A 5/8" IRON PIN WITH PS 1460 CAP;
THENCE ALONG THE SOUTH LINE THEREOF N87°30'08"W 1835.46 feet TO THE SOUTHWEST CORNER OF SAID LOT 1, SAID POINT BEING A 5/8" IRON PIN WITH PS 1460 CAP;
THENCE ALONG THE WEST LINE THEREOF N02°18'34"E 699.07 feet TO A 5/8" IRON PIN WITH PS 1460 CAP;
Thence LEAVING SAID WEST LINE S87°30'08"E 169.00 feet TO A 5/8" IRON PIN WITH PS 1460 CAP;
Thence N21°50'29"E 95.20 feet TO A 5/8" IRON PIN WITH PS 1460 CAP;
Thence N47°34'02"E 150.94 feet TO A 5/8" IRON PIN WITH PS 1460 CAP;
Thence S87°30'08"E 200.02 feet TO A 5/8" IRON PIN WITH PS 1460 CAP;
Thence N57°07'27"E 98.80 feet TO A 5/8" IRON PIN WITH PS 1460 CAP;
Thence N02°29'52"E 36.79 feet TO A 5/8" IRON PIN WITH PS 1460 CAP;
Thence N57°07'27"E 53.57 feet TO A 5/8" IRON PIN WITH PS 1460 CAP;
Thence S87°30'08"E 289.85 feet TO A 5/8" IRON PIN WITH PS 1460 CAP;
thence N02°29'52"E 416.41 feet to the POINT OF BEGINNING, CONTAINING 59.12 ACRES, MORE OR LESS AND SUBJECT TO ANY AND ALL EASEMENTS OF RECORD OR FACT.

CENTERTON WATER & SEWER APPROVAL:
APPROVED BY THE CITY OF CENTERTON WATER & SEWER THIS ____ DAY OF _____, 2026.

WATER & SEWER DEPARTMENT: _____

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

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: _____

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

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

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



ATLAS PAGE: 521

CITY OF BENTONVILLE
PROJECT NUMBER: LS26--0006

RECORD INFORMATION

STATE PLAT CODE:
500-19N-31W-0-17-400-04-1460

SEAL

LOT SPLIT PLAT
LOT 1
MCKISSIC SPRINGS ADDITION
PLAT RECORD L202328956

PREPARED FOR:
BUFFINGTON HOMES, LLC

ARKANSAS
BENTONVILLE

DATE: 04/10/2026
PROJECT NO: 23302500
CONTACT: K.MONTGOMERY

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

CERTIFICATE OF AUTHORIZATION:
CRAFTON, TULL & ASSOCIATES, INC.
No. 107
© 2026 Crafton, Tull & Associates, Inc.

DELTA	DESCRIPTION	DATE
1	REVISED PER COMMENTS	04/07/2026
2	REVISED PER COMMENTS	04/10/2026

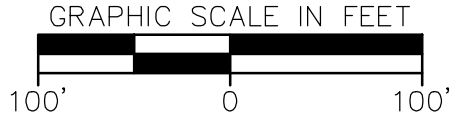
SHEET NO.:

1 OF 3

PARCEL LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S57° 07' 27"W	53.57'
L2	S2° 29' 52"W	36.79'
L3	S57° 07' 27"W	98.80'
L4	S21° 50' 29"W	95.20'

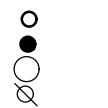
PARCEL 06-00047-985
BENTONVILLE AR REAL ESTATE INVESTMENTS LLC
ZONED R3-SF

PARCEL 06-00085-160
BENTONVILLE AR REAL ESTATE INVESTMENTS LLC
ZONED R3-SF

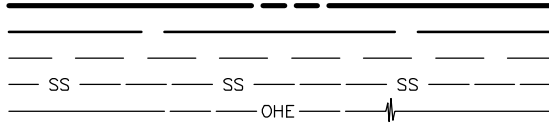


BASIS OF BEARING: ARKANSAS STATE PLANE COORDINATE SYSTEM,
NORTH ZONE, NAD 83 HORIZONTAL DATUM AND NAVD 88 VERTICAL
DATUM DETERMINED BY GPS OBSERVATION ON THE CITY OF
BENTONVILLE CONTROL MONUMENTS USING THEIR PUBLISHED VALUES.
BEARING: GRID
DISTANCE: GRID
CONVERGENCE ANGLE: -01°20'25.36"
COMBINED SCALE FACTOR: 0.99996026
VALUE CALCULATED AT THE FOLLOWING POINT:
N 734680.104 E 633840.895 Z 1259.780

LEGEND



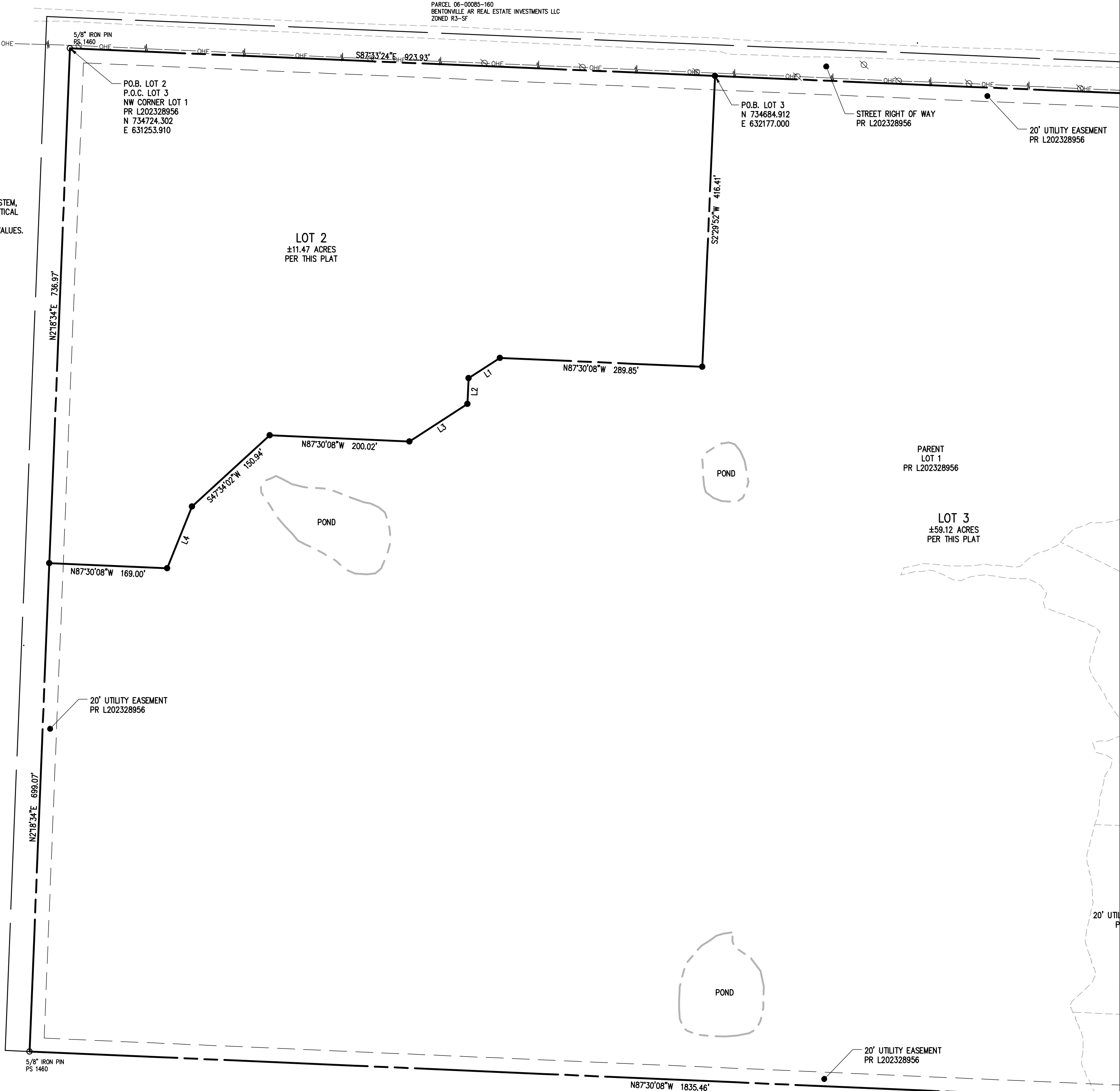
FOUND IRON PIN
SET IRON PIN
MANHOLE
POWER POLE
PROPERTY LINE
RIGHT OF WAY
EASEMENT
SEWER
OVERHEAD ELECTRIC



PARCEL 01-08203-005
MOTLEY HOMES LLC
ZONED R-1

PARCEL 01-08203-015
HIGHLAND LLC
ZONED A-1

PARCEL 01-20865-000
ELITE EQUITY GROUP OF ARKANSAS LLC
ZONED R-2



RECORD INFORMATION

STATE PLAT CODE:
500-19N-31W-0-17-400-04-1460

SEAL



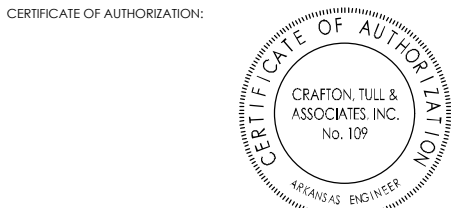
LOT SPLIT PLAT
LOT 1
MCKISSIC SPRINGS ADDITION
PLAT RECORD L202328956

PREPARED FOR:
BUFFINGTON HOMES, LLC

ARKANSAS
BENTONVILLE

DATE: 04/10/2026
PROJECT NO.: 23302500
CONTACT: K MONTGOMERY

901 N. 47th St., Suite 400
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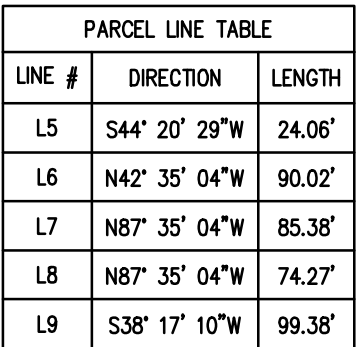


DELTA	DESCRIPTION	DATE

SHEET NO.:

2 OF 3

CITY OF BENTONVILLE
PROJECT NUMBER: LS26-0006



STATE PLAT CODE:
500-19N-31W-0-17-400-04-1460

SEAL



LOT SPLIT PLAT
LOT 1
MCKISSIC SPRINGS ADDITION
PLAT RECORD L202328956

PREPARED FOR:
BUFFINGTON HOMES, LLC

ARKANSAS

BENTONVILLE

DATE:	04/10/2026
PROJECT NO:	23302500
CONTACT:	K MONTGOMERY

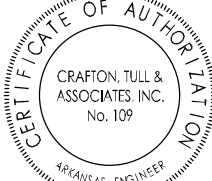
901 N. 47th St., Suite 400
Rogers, Arkansas 72756



Crafton Tull

479.636.4838 †
craftontull.com

CERTIFICATE OF AUTHORIZATION:



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[illegible]

SHEET NO.:

3 OF 3

ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A LOT SPLIT OF LOT 1 OF MCKISSIC SPRINGS
ADDITION CREATING NEW LOTS 2 AND 3 OF MCKISSIC SPRINGS ADDITION TO
THE CITY OF BENTONVILLE, ARKANSAS; AND FOR OTHER PURPOSES.**

(PROJECT NUMBER: LS26-0006)

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the lot split of LOT 1 OF MCKISSIC SPRINGS ADDITION creating new LOTS 2 and 3 OF MCKISSIC SPRINGS ADDITION to the City of Bentonville, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on April 21, 2026;

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

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

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

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

Section 1: That the lot split of LOT 1 OF MCKISSIC SPRINGS ADDITION creating new LOTS 2 and 3 OF MCKISSIC SPRINGS ADDITION to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes;

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

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

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

PASSED AND APPROVED this _____ day of _____, 2026.

APPROVED:

ATTEST:

Stephanie Orman, Mayor

Malorie Marrs, City Clerk

	Rezoning - Brad and Cindy Esslinger Trust - DN-3, Downtown High Density Residential to DN-4, Downtown Mixed-Use Residential
	306 SE 2nd Street
	PC Date: 4/21/2026

Staff Report Details	
Project Number	(RZ26-0021)
Applicant / Current Owner	Brad and Cindy Esslinger
Site Area	+/- [.43] Acres
Current Zoning	DN-3, Downtown High Density Residential
Requested Zoning	DN-4, Downtown Mixed-Use Residential
Current Future Land Use Map Designation	City Center
Requested Future Land Use Map Designation	N/A
Development Type / Use	Vacant lot
Related projects	RZ20-0011, R-1 to DN-3

Property Description
The subject property is located at 306 SE 2nd Street. The property is presently zoned DN-3, Downtown High Density Residential, with a future land use map designation of City Center. The applicant is requesting DN-4, Downtown Mixed-Use Residential for more possibilities for future development plans. The existing zone, DN-3 will translate to T4.2 and the proposed zone, DN-4 will translate to T5.1.

Project Details
The applicant has requested a rezoning of the property from DN-3 to DN-4, which is consistent with the Zoning Alignment Policy under standard review under both the new and the old code. The property is currently zoned DN-3 and is adjacent to D-C to the north, DN-3 to the south, and R-1 to the east and west. The surrounding uses include single family, multifamily apartments to the north (The Howard), Parkwood Senior Apartments (R-3) nearby to the east, and townhomes and commercial nearby to the west.

Relationship to the Community Plan

Relationship to the Community Plan

The property is designated as City Center on the Future Land Use Map and is surrounded by City Center with Urban Neighborhood to the south. It is toward the eastern extent of the City Center place type. This property is currently not in alignment with the FLUM, and the rezoning request for DN-4 is consistent with the future land use map alignment policy under a standard review. The Community Plan defines City Center as being made up of a combination of uses such as jobs, retail, services, and a variety of housing-types, constituting the city's most active, compact, and walkable space. A rezone to DN-4 would support the goals of the City Center place type for future development of this lot.

Public Comment

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

Analysis / Waivers

The applicant requested a zoning change from DN-3 to DN-4. The reason for requesting a zoning change is to increase development potential in the future. The alignment policy calls for the Standard Review to consider the following elements:

Consistency

This rezone is consistent with the Community plan for the City Center place type under Standard Review.

Impact

If approved, the impact of the DN-4 (translated to T5.1) zone on the surrounding area will be for the allowance of a variety of commercial uses and a range of housing types from single family attached to more than 13 dwellings per building. This is a highly walkable area of the city with close proximity to both downtown and regional trails, allowing for future residents to access existing destinations or could even provide new non-residential opportunities for the community.

Compatibility

This lot sits between two R-1 lots. Table 5.12 of the new code specifies the necessary height transitions for properties adjacent to R-1. A T5.1 property will be limited to the height of the R-1 property (36') for the 50' adjacent to the R-1 property which will encompass the majority of the property as it is approximately 110' wide. If the rezone is not approved, the maximum height of the translated DN-3 (T4.2) will be 50'. The maximum height of T5.1 zone without the R-1 restrictions would be 4 stories or 60'. All this is to say that there are built-in provisions in the transect zoning methodology to ensure compatibility for standard reviews.

Intensity

The southerly boundary of the property is on the southerly boundary of the City Center Place Type. Under the existing code, the proposed zone, DN-4, is the lowest zone consistent with the alignment policy. Under the new code, DN-4 translates to T5.1 which is consistent with place type under a standard review.

Orderly Transition

The proposed district is an orderly transition from D-C to the north to DN-3 to the south.

Conclusion

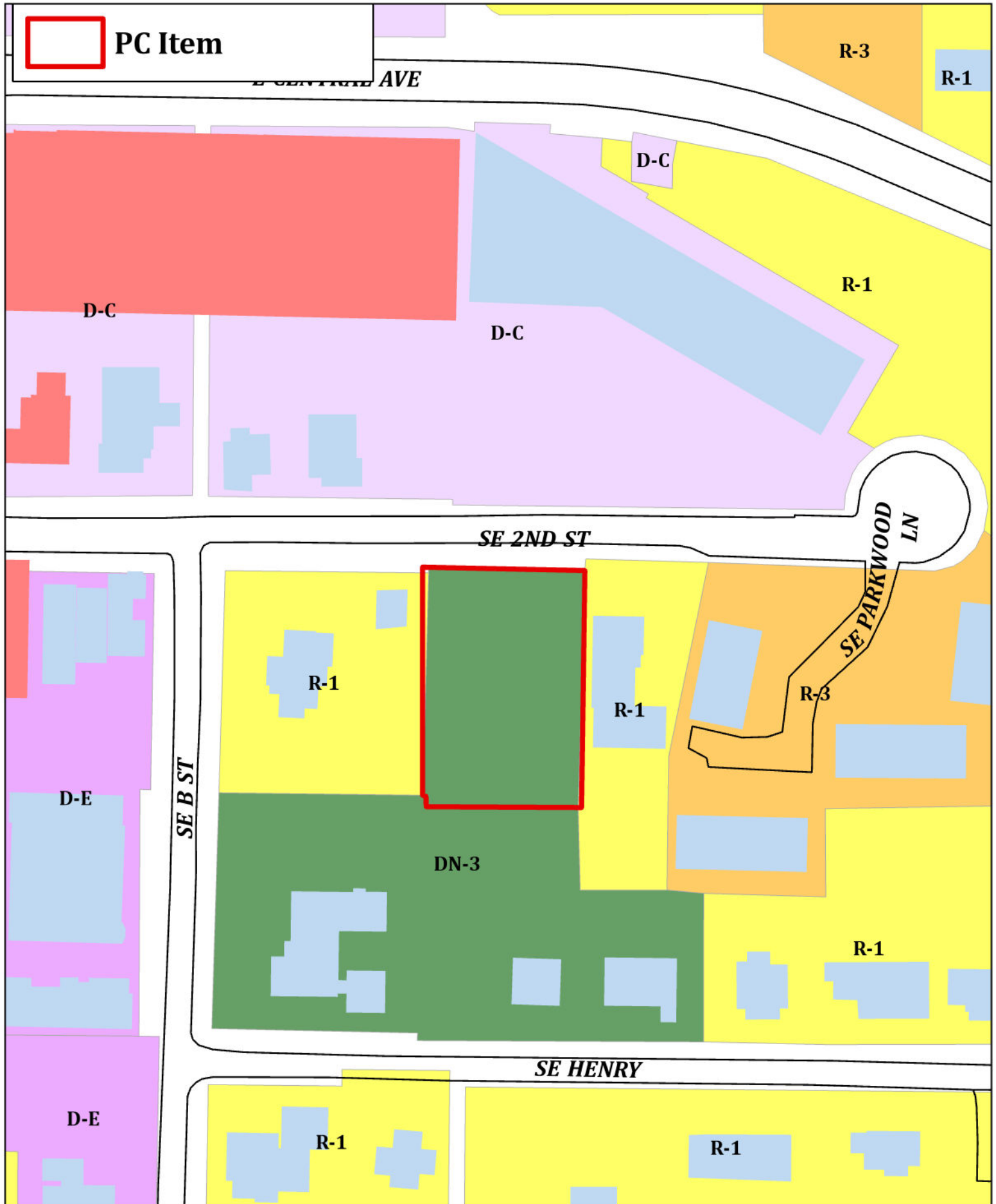
Staff recommends approval as the application is consistent with the goals of the community plan and alignment policy under standard review.

Additional Details

Additional Details



PC Item



RZ26-0021
Esslinger Trust
306 SE 2ND ST



REZONING APPLICATION NARRATIVE

306 SE 2nd Street, Bentonville, AR 72712

Please accept this narrative for a rezoning request for 306 SE 2nd St., 0.43 acres, currently zoned DN-3 with a proposed new zoning of DN-4.

Property Legal Description: Parcel number: 01-03852-000, Lot 8, Block 16, of Railroad Addition a subdivision in Bentonville, Arkansas, Benton County, Arkansas as shown on Plat Record "A" Page 38 and filed for record at the Benton County Clerk's Office.

Current Owners: As owners, Brad and Cindy Esslinger Trust, we request a rezone for future development, with no sales pending/proposed at this time.

State Of Current Zoning: Currently zoned DN-3 with a proposed new zoning of DN-4.

Reason: To bring the property (current zoning of DN-3) into conformity with the City's current Future Land Use Map and minimum Zoning District for the current Place Type designation City Center and for potential future development.

Statement: Rezoning from DN-3 to DN-4 would then comply with the minimum Zoning District allowable for the City Center Place Type. Rezoning to DN-4 would:

- Bring the property into conformity with the Future Land Use Map.
- Not adversely impact the community.
- Stay compatible with the surrounding properties, and
- Continue an orderly transition of land use within the growth of the city.

How it Relates: There is existing DC multi-family housing across the street to the North and multi-family one lot removed to the West which is zoned R-3. All other surrounding properties within 200' of the property are currently zoned R-1 and DN-3, or DE.

Circulation of people and Goods: Should not be affected.

Appropriate and Best Use of Land: DN-4 conforms to the Future Land Use Map and Placement Type.

Efficiency and Economy in the Development Process: Should have no effect.

Adequate Public Utilities and Facilities: Currently electricity, water and sewer available on or adjacent to the property.

NOTICE OF INTENT TO REZONE

Brad and Cindy Esslinger Trust dated 4-23-12 has requested the Bentonville Planning Commission to set a public hearing date to consider rezoning the following property from

DN-3, Downtown High Density Residential to DN-4, Downtown Mixed-use Residential

The legal description of the property is as follows:

Property Parcel number: 01-03852-000, Lot 8, Block 16, of Railroad Addition a subdivision in Bentonville, Arkansas, Benton County, Arkansas as shown on Plat Record "A" Page 38 and filed for record at the Benton County Clerk's Office.

The common description of the property is: 306 SE 2nd St., Bentonville, AR 72712

The public hearing will be held April 21, 20 26 at 5:00 p.m. It will be held at 305 S.W. "A" Street.

This notification is in response to the requirement that all property owners within 200 feet of said property must be notified. If you wish to express any comments about the requested rezoning, you may respond by the following methods:

1. Attend the public hearing and express your views.
2. Express your opinion in writing to the Planning Commission. You may mail this or deliver it to the City of Bentonville Planning Department, 305 SW A Street, Bentonville, AR 72712.
3. Use the bottom of this form to express your opinion by checking the appropriate box. (This may also be delivered or mailed to the above address.)

For more information, you may call the Planning Department at (479)271-3122.

I/We have received notice of the public hearing for the rezoning of the above described property and:

☐ I / we have no objections to the rezoning.

☒ I / we object to the rezoning because:

OBJECT TO PLACING COMMERCIAL PROPERTY RIGHT IN MIDDLE OF RESIDENTIAL PROPERTY. THIS WILL BACK UP
TO MY HOUSE. I DON'T WANT COMMERCIAL NEXT TO MY HOME. TRAFFIC + PARKING ON 2ND ST GOING TOWARD HOURS
IS ALREADY TERRIBLE. IT IS A DEAD-END STREET. SHOULD NOT ALLOW COMMERCIAL AT THAT LOCATION.

Signature and Physical Address

ROBERT V SANDERS
307 SE HENRY ST
BENTONVILLE 72712

Signature and Physical Address

307 SE Henry St
Bentonville, AR
72712

ORDINANCE NO. _____

**AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF
BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING
CLASSIFICATION OF DN-3, DOWNTOWN HIGH DENSITY
RESIDENTIAL TO DN-4, DOWNTOWN MIXED-USE RESIDENTIAL; AND
FOR OTHER PURPOSES.
(PROJECT NUMBER: RZ26-0021)**

WHEREAS, the Brad and Cindy Esslinger Trust 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-3, DOWNTOWN HIGH DENSITY RESIDENTIAL to DN-4, DOWNTOWN MIXED-USE RESIDENTIAL to be used in accordance with city zoning laws and state laws, which property is described as follows:

PARCEL NUMBER: 01-03852-000, LOT 8, BLOCK 16, OF RAILROAD ADDITION A SUBDIVISION IN BENTONVILLE, ARKANSAS, BENTON COUNTY, ARKANSAS AS SHOWN ON PLAT RECORD "A" PAGE 38 AND FILED FOR RECORD AT THE BENTON COUNTY CLERK'S OFFICE.

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held April 21, 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-3, DOWNTOWN HIGH DENSITY RESIDENTIAL to DN-4, DOWNTOWN MIXED-USE RESIDENTIAL.

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

Section 1: That the above described real property is hereby changed from its present zoning classification of DN-3, DOWNTOWN HIGH DENSITY RESIDENTIAL to DN-4, DOWNTOWN MIXED-USE RESIDENTIAL to be used in accordance with the city zoning laws and state laws;

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

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

PASSED AND APPROVED this _____ day of _____, 2026.

APPROVED:

ATTEST:

Stephanie Orman, Mayor

Malorie Marrs, City Clerk

	Rezoning - Rankin - A-1, Agriculture to R-1, Low-Density Single-Family Residential
	101 Oakhurst Street
	PC Date: 4/21/2026

Staff Report Details	
Project Number	(RZ26-0022)
Applicant / Current Owner	Jason Ingalls & Ben Fernando / William E. Rankin
Site Area	+/- [3.9] Acres
Current Zoning	A-1 Agriculture (T2.1 in the new code)
Requested Zoning	R-1, Low Density Single-Family Residential (R-1 in the new code)
Current Future Land Use Map Designation	Rural & Estates
Requested Future Land Use Map Designation	
Development Type / Use	
Related projects	

Property Description
The subject property is located north of ARDOT Highway 72, or SW 2nd Street (classified as an arterial on the Master Street Plan). The property has direct access to Oakhurst Street, which is currently private, but designated as a local road on the Master Street Plan. The current zoning of the property is A-1, Agriculture (T2.1) with a Future Land Use Map designation of Rural & Estates. The adjacent properties to the north, east, and southwest are also zoned A-1 (T2.1) with a Rural & Estates place type. The property to the northwest is zoned R-1 (R-1) with a Suburban Neighborhood Place Type.

Project Details
The applicant has requested a rezoning of the property from A-1 Agriculture (T2.1 in approved BCC) to R-1 Low Density Single Family Residential (R-1 in approved BCC). Because the property is 3.9 acres, this is an existing nonconforming A-1 lot (A-1 has a minimum area of 5 acres). The rezone request of R-1 (minimum area of 6,000 square ft) is an enhanced review in the Rural & Estates Place Type (R-1 is blank in Rural & Estates in the approved BCC). In the current code, A-1 and R-E are standard review rezones and R-1 is an enhanced rezone. In the proposed BCC, T2.1 is standard review and T2.2 and T3.1 are enhanced review rezones.

Relationship to the Community Plan

The applicant is requesting an enhanced review rezone for the subject property. The Bentonville Community Plan states that Rural & Estates place types should have low population densities and wide open spaces. In both the current code and the new code, the R-1 zoning district allows for single-family homes with a 20-foot front and side street setback, a 7-foot side setback, and a 25-foot rear setback. R-1 lots also require a 60-foot minimum lot width and a minimum area of 6000 square feet.

Public Comment

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

Analysis / Waivers

The applicants are requesting that the property located at 101 Oakhurst Street be rezoned from A-1/T2.1 to R-1. The subject property has a place type of Rural and Estates, which makes this an enhanced review rezone request under the current zoning alignment policy. In the approved BCC, R-1 is blank while T3.1 is an enhanced review request in the Rural and Estates Place Type. R-1 some larger setbacks and a larger minimum lot width when there's alley access than T3.1, placing R-1 lower than T3.1 on the intensity scale.

Consistency

Under the current zoning alignment policy, R-1 is an enhanced review rezone request for the subject property (Rural & Estates place type). If the new code is adopted, an R-1 zone would stay R-1, which is not an appropriate zone in Rural & Estates. Under the current and future zoning policy, a rezone from A-1 to R-1 for the subject property would help to bring the property into conformity with the zoning minimum area requirement (A-1/T2.1 lots must be at least 5 acres in area).

Impact

The impact of this rezone on the community, if developed under the proposed R-1 zone, would be a low increase in density.

Compatibility

Orchards Subdivision (northwest of the subject property) was developed as single-family homes. The three properties to the north on Oakhurst Street were also developed as single-family homes, while the lots to the west are undeveloped. Given the directly adjacent single family homes, R-1 is compatible with recent surrounding development.

Intensity

The most intense zone allowed with a Standard Review on the properties directly to the west, southwest, east, and north with the Rural & Estates place type is R-E (in the new code, the most intense zone will be T2.1). Additionally, the most intense zone allowed with a Standard Review on the properties to the northwest with the Suburban Neighborhood place type is R-1 (in the new code, the most intense zone will be T3.1). Therefore, a proposed R-1 rezone is within a reasonable level of intensity among the adjacent properties.

Orderly Transition

The subject property is located on the edge of the Rural and Estates place type, with Suburban Neighborhood being directly northwest of the subject property. Suburban Neighborhood allows slightly more intense zones than the Rural and Estates place type, meaning rezoning to R-1 (the highest allowed zone in the Rural & Estates Place Type) could provide an orderly transition between place types.

Analysis / Waivers

Enhanced Review Criteria

R-1 is likely to implement the Rural and Estates place type, which calls for low population densities and wide open spaces. Additionally, R-1 is likely to result in development compatible with nearby properties, including the single-family subdivision to the northwest and the single-family homes up Oakhurst Street to the north. The property is within a quarter mile of the Applegate Trail, though no pedestrian connection to that trail exists. The property is about a mile from several job sites on Walton Boulevard. The property is adjacent to vacant land and runs along an arterial road.

Conclusion

Staff recommends approval of the rezone application. There are topographical challenges that will need to be addressed in order to subdivide the property and the limited pedestrian connections to the property will necessitate a car-based lifestyle, however, once the 500' segment of missing sidewalk to the east is constructed, there are ample trail connections from Coler.

Additional Details

BWU Comments:

This site falls under the enhanced review criteria. Future development may require downstream upgrades.



PC Item

LORING ST

R-1

RED HAVEN ST

A-1

OAKHURST ST

Rankin

SW 2ND ST

TUNBRIDGE DR

R-1

PUD

R-1

R-1



RZ26-0022
Rankin
101 Oakhurst





Expedient Civil Engineering, PLLC

9200 Suits Us Dr, Ste. B
Bella Vista, AR 72714
Phone: (479) 364-0028
Email: jason@ece-pllc.com

March 19, 2026

City of Bentonville
305 SW 'A' Street
Bentonville, AR 72712

**RE: WILLIAM E. RANKIN TAX PARCEL # 01-05155-000
REZONE
ECE PROJECT NO. 26-1023**

Dear Sirs:

The property is located at 101 Oakhurst Street along the north side of Highway 72 approximately 200 feet west of Tunbridge Drive. It is currently zoned as A-1. The proposed zoning is R-1, Low Density Single Family Residential. The request is being made to split the property into a few buildable residential lots. In addition, the future land use map depicts the property as other and rural estates. We would also be requesting an amendment to the Land Use Plan to Neighborhood Suburban. There is an existing 8" water main located north and west of the site. There is an existing 8" sanitary sewer located along the east side of Oakhurst Street. We understand the site is part of the Mckissic Sewer Basin which currently has does not have capacity issues in the area of the development.

We look forward to working with you and to your approval of this rezone.

Best Regards,
EXPEDIENT CIVIL ENGINEERING, PLLC



Jason E. Ingalls, P.E.
Owner/Senior Project Manager

Cc: Beauty 4 Ashes Investments, LLC

NOTICE OF INTENT TO REZONE

ID: RZ26-0022

William E. Rankin has requested the Bentonville Planning Commission to set a public hearing date to consider rezoning the following property from: A-1, Agriculture to R-1, Low Density Single Family Residential. The legal description of the property is: See attached deed description of parcel 01-05155-000.

The common description of the property is: 101 Oakhurst Street

The Public Hearing will be held on April 21, 2026, at 5:00 pm, at:

Bentonville City Hall
305 SW A St.
Bentonville, AR 72712

This notification is in response to the requirement that all property owners within 200 feet of said property must be notified. If you wish to express any comments about the requested rezoning, you may respond by the following methods:

1. Attend the public hearing and express your views. You can attend online by going to bentonvillear.com/592/Agendas-Minutes
2. Express your opinion in writing to the Planning Commission. You may mail this or deliver it to the City of Bentonville Planning Department located at City Hall.
3. Use the bottom of this form to express our opinion by checking the appropriate box. This may also be mailed or delivered to the Bentonville City Hall.

For more information, call the Bentonville Planning Department at (479) 271-3122 or email at planning@bentonvillear.com.

I have received notice of the public hearing for the rezoning of the above described property and:

- ☒ I have no objections to the rezoning
☐ I object to the rezoning because:

[Redacted Signature]

201 TUNBRIDGE DR.
72712

Signature & Physical Address

Signature & Physical Address

ORDINANCE NO. _____

**AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF
BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING
CLASSIFICATION OF A-1, AGRICULTURAL TO R-1, LOW DENSITY
SINGLE FAMILY RESIDENTIAL; AND FOR OTHER PURPOSES.
(PROJECT NUMBER: RZ26-0022)**

WHEREAS, William E. Rankin duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present zoning classification of A-1, AGRICULTURAL to R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL to be used in accordance with city zoning laws and state laws, which property is described as follows:

TRACT NO. 1, OAKHURST SUBDIVISION, OF PART OF THE SE $\frac{1}{4}$ OF THE SE $\frac{1}{4}$ OF SECTION 26 AND PART OF THE NE $\frac{1}{4}$ OF THE NE $\frac{1}{4}$ OF SECTION 35 AND PART OF THE SW $\frac{1}{4}$ OF THE SW $\frac{1}{4}$ OF SECTION 25, TOWNSHIP 20 NORTH, RANGE 31 WEST, AS SHOWN ON PLAT OR RECORD 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 April 21, 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 A-1, AGRICULTURAL to R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL.

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

Section 1: That the above described real property is hereby changed from its present zoning classification of A-1, AGRICULTURAL to R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL to be used in accordance with the city zoning laws and state laws;

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

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

PASSED AND APPROVED this _____ day of _____, 2026.

APPROVED:

ATTEST:

Stephanie Orman, Mayor

Malorie Marrs, City Clerk