



**Combined
Committee of the Whole
& City Council
Meeting Agenda
May 12, 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 May 12, 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 28, 2026

I. Committee of the Whole

1. **Quarterly Financial Update** **Informational**
2. **Consent Agenda Discussion** **Informational**

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

1. **Proclamation Recognizing May as "ALS Awareness Month"** **Proclamation**
Proclamation recognizing the month of May as "ALS Awareness Month." ALS Awareness Month helps people understand the harsh reality of living with ALS, honors those affected, and supports efforts to find a cure.
2. **Proclamation Recognizing "Emergency Medical Services Week"** **Proclamation**
Proclamation proclaiming May 17-23, 2026, as "Emergency Medical Services Week," with the theme "Improving Outcomes Together."
3. **Proclamation Recognizing May 10-16, 2026 as "National Police Week"** **Proclamation**
Proclamation recognizing the Bentonville Police Department during "National Police Week"- May 10-16, 2026.
4. **Ordinance Approving a Waiver of Bid to Purchase Additional Public Safety Radio Equipment** **Ordinance***
Ordinance waiving competitive bidding to purchase additional public safety radio equipment from KA-Comm, Inc, in the amount of \$102,601.57 (includes all applicable taxes). A budget adjustment is needed to allocate impact fee funding for purchase of all necessary equipment for a 7th dispatch console. This includes the total amount needed for KA-Comm and following agenda items. A budget adjustment is needed.
5. **Ordinance Approving a Waiver of Bid to Enter Into an Agreement with AT&T for 9-1-1 Equipment** **Ordinance***
Ordinance waiving the requirement to competitive bidding and enter into a contract with AT&T for E9-1-1 call handling equipment and upgrades. Due to Benton County owning the contract for this equipment with AT&T, it is not feasible for the City to competitively bid this purchase. This request is for a seventh (7th) position of E9-1-1 equipment and upgrades. This purchase is funded by impact fees to maintain level of services based on growth. No budget adjustment is needed.
6. **Resolution Approving the Purchase of Emergency Communications Center Video System** **Resolution**
A Resolution authorizing the Mayor and City Clerk to enter into an agreement with GTS Technology Solutions, Inc. to purchase emergency communications center video systems in the amount of \$96,862.11 through participation in the TIPS contract #230105. No budget adjustment is needed.
7. **Resolution Approving the Purchase of Emergency Communications Center Consoles** **Resolution**
A Resolution authorizing the Mayor and City Clerk to enter into an agreement with Russ Bassett Corp. to purchase emergency communications center consoles in the amount of

\$71,033.16 through participation in the HGAC Buy Contract #: EC07-23 (911 Equipment & Emergency Notification Software and Services). No budget adjustment is needed.

8. **Ordinance for a Waiver of Bid to Enter an Agreement with Axon Enterprise, Inc. - Purchase 80 Tasers** **Ordinance***

An ordinance waiving competitive bidding and allow the Mayor and City Clerk to enter into an agreement with Axon Enterprise, Inc. to approve the purchase of 80 Tasers. Axon Enterprise, Inc. offers a lease-to-own program with a 5 year contract, with the year 1 cost being \$48,246.51 and years 2 through 5 being \$92,562.53 each. The purchase of these 80 Tasers will outfit all uniformed officers with latest less-lethal technology. The first year cost will be covered in the approved 2026 budget with no budget adjustment needed.
9. **Resolution Entering into an Agreement with SHI for Renewal of Solarwinds Service Desk Software** **Resolution**

A Resolution authorizing the Mayor and City Clerk to enter into a three-year agreement with Software House International for the purchase of SolarWinds Service Desk to support the City's IT service desk management. No budget adjustment is needed.
10. **Public Hearing and Ordinance Vacating a Utility Easement (VAC26-0025)** **Ordinance***

Public Hearing and approval of an Ordinance vacating a Utility Easement Vacation located on the westside of Block 2, Lot 8 of Robbinaire Heights (VAC26-0025).
11. **Ordinance Updating Zoning and Development Code References** **Ordinance***

An Ordinance updating references in the Bentonville Municipal Code to Appendix A Zoning Code and Appendix B Land Development Code that were repealed and replaced with the Bentonville Community Code on April 14, 2026. No budget adjustment is needed.
12. **Ordinance Updating Zoning District References in Bentonville Municipal Code** **Ordinance***

An Ordinance updating zoning district references in the Bentonville Municipal Code to correspond to new zoning districts adopted with the Bentonville Community Code adopted on April 14, 2026. No budget adjustment is needed.
13. **Ordinance Relocating Certain Code Sections in Municode** **Ordinance***

An Ordinance to relocate certain sections in Appendix A Zoning Code and Appendix B Land Development Code that were repealed and replaced with the Bentonville Community Code on April 14, 2026. No budget adjustment is needed.
14. **Ordinance Establishing Fees for the Bentonville Community Code** **Ordinance***

An Ordinance approving the proposed fee schedule associated with the Bentonville Community Code. No budget adjustment is needed.
15. **Ordinance Repealing Municipal Code Section 82-86 - Roller Skates, Roller Blades & Skateboards** **Ordinance***

An Ordinance repealing Bentonville Municipal Code Sec. 82-86 Roller Skates, Roller Blades and Skateboards prohibited. No budget adjustment is needed.

16. **Resolution Approving the Loan of 12 Artworks for Display at the Adult Recreation Center** **Resolution**
A Resolution authorizing the Mayor and City Clerk to enter into an agreement accepting the loan of twelve (12) artworks from OZ Art for display at the Adult Recreation Center at no cost to the city. No budget adjustment is needed.
17. **Resolution Approving Garver Amendment #2 - SE Walton & J Street Intersection** **Resolution**
Staff recommends approval of an amendment to Garver's contract for the SE Walton & J Street Intersection Improvements. This agreement will revise the contract scope to account for additional design work during the construction phase of the project. This will be funded by bond funds and no budget adjustment is needed.
18. **Resolution Awarding Bid IFB-26-15 for Rainbow Curve Improvements to APAC-Central, Inc.** **Resolution**
Staff recommends awarding the bid to APAC - Central, Inc. for IFB-26-15 Rainbow Curve Improvements in the amount of \$7,527,371.55.
19. **Resolution Authorizing a Change Order with Flintco LLC for Dave Peel Park** **Resolution**
Council approval of a Change Order with Flintco, LLC extending the contract duration of Dave Peel Park project by 273 days. No budget adjustment is needed.
20. **Resolution Authorizing a Change Order for Dave Peel Plaza with Design Workshop, Inc.** **Resolution**
A Resolution authorizing the Mayor and City Clerk to enter into a Change Order with Design Workshop, Inc. in the amount of \$9,800.00, for additional design services required to bury overhead electrical lines at the Dave Peel Park Plaza. No budget adjustment needed.
21. **A Resolution Authorizing to Transfer ARDOT Grant Funds** **Resolution**
A Resolution authorizing the transfer of ARDOT grant funds, previously allocated to the Elm Tree Sidepath Trail, to the McCollum Sidepath Trail. No budget adjustment is needed.
22. **Resolution Authorizing an Agreement with Crafton Tull for Memorial Park Pickleball Complex** **Resolution**
A Resolution authorizing the Mayor and City Clerk to enter into an agreement with Crafton Tull, in the amount of \$300,000.00, for design services for a future Pickleball Complex at Memorial Park. No budget adjustment is needed.
23. **An Ordinance to Waive Competitive Bidding for Emergency Bridge Repair on W. McNelly Rd.** **Ordinance***
An Ordinance requesting City Council waive competitive bidding requirements in order to expedite the repair of the W. McNelly Road bridge that crosses McKissic Creek.

III. Utility Board

1. **Ordinance to Waive Competitive Bidding and Purchase Two (2) Substation Transformers from Prolec-GE** **Ordinance***

Due to volatility in the transformer market, BEUD is waiving competitive bidding and entering into an agreement with Prolec-GE to purchase 2 substation transformers for the new substation that will serve the Bentonville Health Care Campus for \$6,044,984.73. 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. A budget adjustment is needed.

2. **Resolution Awarding Bid IFB-26-24** **Resolution**
Shewmaker Interceptor Rehabilitation -
Phase 1 Construction Bid

Staff requests council award bid IFB-26-24 to Ground Zero Construction, Inc. in the amount of \$3,743,519.10 for the Bentonville Shewmaker Sewer Improvements project located in North Bentonville between NE Tiger Boulevard and NE A Street. Ground Zero Construction, Inc was the lowest bidder and was selected following the city solicitation process for bids. This project is funded by the AWLF Loan. Utility Board approved 4-0. No budget adjustment is needed.

IV. Planning

1. **Final Plat - Walmart Campus Subdivision, Phase 22** **Ordinance***
- 1812 SE 10th Street (FP25-0012)

The Planning Commission voted 6-0, recommending approval.

An Ordinance Accepting A Final Plat Of Lot 1 Of Walmart Campus Subdivision, Phase 22 To The City Of Bentonville, Arkansas; And For Other Purposes.

2. **Final Plat - Lot 1 of Walmart Campus Subdivision,** **Ordinance***
Phase 23 - 1005 Excellence Drive (FP25-0013)

The Planning Commission voted 6-0, recommending approval.

An Ordinance Accepting A Final Plat Of Lot 1 Of Walmart Campus Subdivision, Phase 23 To The City Of Bentonville, Arkansas; And For Other Purposes.

3. **Property Line Adjustment - Lot 27, Block 6 of** **Ordinance***
Clark's Second Addition - 403 SW 3rd
Street (PLA26-0009)

The Planning Commission voted 6-0, recommending approval.

An Ordinance Accepting A Property Line Adjustment Of Lot 3 And The West 40 Feet Of Lot 2, Block 6 Of Clark's Second Addition Creating New Lot 27, Block 6 Of Clark's Second Addition To The City Of Bentonville, Arkansas; And For Other Purposes.

4. **Lot Split - Lots 1 & 2 of Boroughs Subdivision - 615** **Ordinance***
N Walton Blvd (PP25-0008)

The Planning Commission voted 6-0, recommending approval.

An Ordinance Accepting A Lot Split Of Parcel 01-00876-000 Creating New Lots 1 And 2 Of The Boroughs Subdivision To The City Of Bentonville, Arkansas; And For Other Purposes.

V. City Council Vacancy Discussion and Action

1. **City Council Vacancy Discussion and Action**

City Council shall decide how to proceed with the current vacancy under the options defined by Arkansas Law, A.C.A. §14-43-411. No budget adjustment is needed.

VI. Other Business/Announcements/Comments

Adjournment

Public Comments Concerning Matters of City Related Business



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	5/12/2026	Submitted By:	Mayor Stephanie Orman
Phone:	479-271-5966	For Department(s):	Administration
Email:	sorman@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Proclamation Recognizing May as "ALS Awareness Month"
Action Recommendation & Justification:	Proclamation recognizing the month of May as "ALS Awareness Month." ALS Awareness Month helps people understand the harsh reality of living with ALS, honors those affected, and supports efforts to find a cure.
Additional Comments for Consideration (Optional):	Attachment: Proclamation
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

www.bentonvillear.com

Please Recycle!

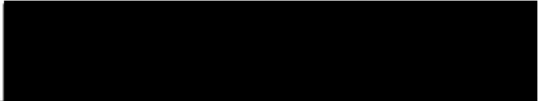
PROCLAMATION

- WHEREAS:** Amyotrophic lateral sclerosis, also commonly known as Lou Gehrig's disease, is a progressive fatal neurodegenerative disease in which a person's brain loses connection with their muscles, slowly reducing a person's ability to walk, talk, eat, and eventually breathe; and
- WHEREAS:** People who have served in the military are more likely to develop ALS and die from the disease than those with no military service; and
- WHEREAS:** Securing access to new therapies, durable medical equipment, and communication technologies is of vital importance to people living with ALS; and
- WHEREAS:** The ALS Association is the largest philanthropic funder of ALS research globally and has committed more than \$154 million to support more than 550 projects across the United States and 18 other countries; and
- WHEREAS:** Clinical trials play a pivotal role in evaluating new treatments, enhancing quality of life, and fostering assistive technologies for those living with ALS; and
- WHEREAS:** The ALS Association is committed to accelerating the pace of discovery, fueled by the hope that one day ALS will be a livable disease for everyone, everywhere, until a cure can be found; and
- WHEREAS:** Amyotrophic Lateral Sclerosis Awareness Month provides an opportunity to increase public awareness of the dire circumstances of people living with ALS, acknowledge the terrible impact this disease has on those individuals and their families, and support research to eradicate this disease.

NOW, THEREFORE, I Stephanie Orman, Mayor of the City of Bentonville do hereby proclaim the month of May 2026, as "**ALS Awareness Month**" in the City of Bentonville, I call upon all to support ALS research, advocate for increased funding, and stand in solidarity with those affected by this relentless disease.

Given this 12th day of May 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:	5/12/2026	Submitted By:	Justin Scantlin
Phone:	(479) 271-3151	For Department(s):	Fire
Email:	justin.scantlin@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 Recognizing "Emergency Medical Services Week"
Action Recommendation & Justification:	Proclamation proclaiming May 17-23, 2026, as "Emergency Medical Services Week," with the theme "Improving Outcomes Together."
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

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PROCLAMATION

WHEREAS: Emergency Medical Services is a vital public service; and

WHEREAS: The members of emergency medical services teams are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and

WHEREAS: Access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

WHEREAS: The emergency medical services system consists of emergency physicians, emergency nurses, emergency medical technicians, paramedics, firefighters, first responders, educators, administrators and others; and

WHEREAS: The members of emergency medical services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills, and

WHEREAS: It is appropriate to recognize the value and the accomplishments of emergency medical services providers by designating Emergency Medical Services Week.

NOW, THEREFORE, I Stephanie Orman, Mayor of the City of Bentonville do hereby proclaim the week of May 17-23, 2026 as "**Emergency Medical Services Week**" in the City of Bentonville, Arkansas, with the theme "Improving Outcomes, Together." I encourage the community to observe this week with appropriate programs, ceremonies and activities.

Given this 12th day of May 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:	5/12/2026	Submitted By:	Chief Ray Shastid
Phone:	479-271-3170	For Department(s):	Police
Email:	ray.shastid@bentonville.arkansas.gov		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Proclamation Recognizing May 10-16, 2026 as "National Police Week"
Action Recommendation & Justification:	Proclamation recognizing the Bentonville Police Department during "National Police Week"- May 10-16, 2026.
Additional Comments for Consideration (Optional):	Attachment: Proclamation
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:** There are over 800,000 law enforcement officers serving in communities across the United States, including the dedicated members of the Bentonville Police Department; and
- WHEREAS:** Approximately 60,000 assaults against law enforcement officers are reported each year, resulting in injuries to more than 16,000 officers; and
- WHEREAS:** Since the first recorded death in 1786, over 25,000 law enforcement officers in the United States have made the ultimate sacrifice and been killed in the line of duty, including one member of the Bentonville Police Department in 1997; and
- WHEREAS:** The names of these dedicated public servants are engraved on the walls of the National Law Enforcement Officers Memorial in Washington, D.C.; and
- WHEREAS:** The new names of fallen heroes are being added to the National Law Enforcement Officers Memorial this spring, including 111 officers killed in the line of duty in 2025; and
- WHEREAS:** The service and sacrifice of all officers killed in the line of duty will be honored during the National Law Enforcement Officers Memorial Fund's 38th Annual Candlelight Vigil, held on the evening of May 13, 2026; and
- WHEREAS:** The Candlelight Vigil is part of National Police Week, which is observed this year May 10th-16th; and
- WHEREAS:** May 15 is designated as Peace Officers Memorial Day, in honor of all fallen officers and their families and U.S. flags should be flown at half-staff.

NOW, THEREFORE, I, Stephanie Orman, Mayor of the City of Bentonville, do hereby proclaim May 10-16, 2026 as **"National Police Week"** in Bentonville, Arkansas, and I publicly salute the service of law enforcement officers in our community and in communities across the nation.

Given this twelfth day of May 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:	5/12/2026	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 Approving a Waiver of Bid to Purchase Additional Public Safety Radio Equipment
Action Recommendation & Justification:	Ordinance waiving competitive bidding to purchase additional public safety radio equipment from KA-Comm, Inc, in the amount of \$102,601.57 (includes all applicable taxes). A budget adjustment is needed to allocate impact fee funding for purchase of all necessary equipment for a 7th dispatch console. This includes the total amount needed for KA-Comm and following agenda items. A budget adjustment is needed.
Additional Comments for Consideration (Optional):	It is not practical or feasible to solicit competitive bids for these items, as they must be purchased from the same providers selected through the RFP—Racom Corporation or Ka-kom, Inc.—to ensure consistency with service agreements and warranties for the new radio system. This purchase requires an ordinance to waive competitive bidding, since the equipment will be obtained solely from the contractors chosen for the public safety radio project. These providers were selected following a formal RFP process and final approval in 2021.
Amount for Approval:	\$ 372,446.60

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	\$	\$ 372,446.60
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
252010-49110	Transfer Out - General	\$ 372,446.60	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
102010-47430	Furniture and Fixtures	\$ 372,446.60	\$
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): Police Impact Fees

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712



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: May 12, 2026
Subject: Budget Adjustment- Transfer in and Use of Impact Fees to Support Expansion of 911 Infrastructure and Emergency Communications Capacity

This is a request for a budget adjustment in the amount of **\$372,446.60** to transfer in Police Impact fee funds to an expense account 102010-47430 (Furniture and Fixtures). This memorandum outlines the justification for using impact fees to fund the expansion of emergency communications infrastructure, including additional 911 dispatch consoles, video monitoring equipment, and related technology necessary to serve new development and population growth.

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.

Note: At the time of the study, 911 communication infrastructure was a newly introduced component; however, continued population growth and the resulting increase in calls for service have directly impacted system demands. Maintaining the same level of service requires infrastructure, staffing, and technology to scale proportionately with community growth.

Impact fees are authorized to ensure that new development pays its proportionate share of the capital costs required to maintain adopted levels of public service. As residential and commercial growth increases call volumes and service demands, the City's 911 communications center must continue to expand its capacity to maintain response times, service reliability, and public safety personnel safety and needs.

Development trends continue to indicate:

- Increased population and call-for-service volume- Police, Fire, and EMS, along with 911 calls and non-emergent calls to the communications center.
- Greater reliance on integrated video monitoring and real-time data systems
- Expanded geographic service areas requiring enhanced dispatch capability
- Higher expectations for rapid emergency response and coordination

Without proportional infrastructure expansion, growth may degrade service levels, increase response times, and place additional strain on existing personnel and equipment.

Eligible capital costs include public safety infrastructure such as:

- Additional 911 dispatch consoles and associated hardware
- Radio and communication system upgrades
- Video monitoring and integration systems
- Facility expansion directly tied to capacity needs

A recent meeting with TischlerBise noted the requested expansion is within the scope of impact fees; however, operational costs (e.g., salaries, routine maintenance, licensing) are not.

Each additional dispatch console represents a fixed capital cost necessary to preserve service levels as call volume increases. Similarly, video monitoring equipment expansion ensures coverage for newly developed areas.

<u>Request for use of Impact Fee (overall project):</u>	
9-1-1 Phone system (7 th console)	\$68,500.00
Cables for computer	\$267.48
Computer and monitors	\$4,405.14
Consoles	\$71,033.16
GTS video wall	\$96,862.11
KA-Comm Radio Addition for console	\$102,601.57
Storm Siren Console Move	\$897.90
UPS batteries	\$27,718.33
Phone for desk	\$160.91
Total:	\$372,446.60

KA-COMM, INC

2000 N. DIXIELAND RD.
ROGERS, AR 72756
(785) 776-8177 Ext. 5220
(785) 827-1921 Fax
www.ka-comminc.com
rmeierhoff@ka-comminc.com

Quote

Date	Quote #
2/16/2026	32080

Customer:
BENTONVILLE POLICE DEPT. 908 SE 14TH STREET BENTONVILLE, AR 72712

		P.O. No.	Terms	Rep	Freight Charges
			Due on receipt	RJM	FOB
Item	Description	Qty	Cost	Total	
UD-SG1F	UD-SG1F, SOFTWARE, REMOTE BATON	1	83.16	83.16T	
UD-ZM1E	UD-ZM1E, CONSOLE, BUNDLE, PREMIER, WIN10	1	42,485.79	42,485.79T	
UD-SG4W	UD-SG4W, LICENSE, AES AND DES LEVEL ENCRYPTION	1	6,803.77	6,803.77T	
UD-SG2V	UD-SG2V, LICENSE, ADDS 2 PATCH DEF AND 1 PATCH ACT	8	529.1875	4,233.50T	
UD-SG2W	UD-SG2W, LICENSE, ADDS 2 SMLST DEF	8	529.1875	4,233.50T	
UD-SG4P	UD-SG4P, LICENSE, ADDS 2 USER SET-UPS/SCREENS	2	377.985	755.97T	
UD-SG4T	UD-SG4T, LICENSE, CONVENTIONAL CONTROLS	1	944.96	944.96T	
UD-SG4U	UD-SG4U, LICENSE, PAGING CAPABILITY	1	755.97	755.97T	
UD-SH8R	UD-SH8R, LICENSE, ADVANCED PAGING	1	188.99	188.99T	
UD-SG4Y	UD-SG4Y, LICENSE, REMOTE AUX I/O	1	566.97	566.97T	
UD-SW1U	UD-SW1U SOFTWARE SYMPHONY PC APP	1	2,362.50	2,362.50T	
UD-AB1A	UD-AB1A, SPEAKER, NANO, SYMPHONY	2	295.00	590.00T	
UD-CU8R	UD-CU8R, MONITOR, 22" CLASS, TOUCH SCREEN, HD	1	2,150.00	2,150.00T	
UD-AB1K	UD-AB1K CABLE, DISPLAY PORT TO DVI-D, 10FT	1	30.00	30.00T	
UD-AB1F	UD-AB1F, MOUSE, OPTICAL, USB, SCROLL WHEEL	1	15.00	15.00T	
UD-AB1G	UD-AB1G, KEYBOARD, 104 KEY, USB	1	185.00	185.00T	
Thank you for your business.			Subtotal		
			Sales Tax (9.5%)		
			Total		

Signature:

Quote is valid for 30 days!

KA-COMM, INC

2000 N. DIXIELAND RD.
ROGERS, AR 72756
(785) 776-8177 Ext. 5220
(785) 827-1921 Fax
www.ka-comminc.com
rmeierhoff@ka-comminc.com

Quote

Date	Quote #
2/16/2026	32080

Customer:
BENTONVILLE POLICE DEPT. 908 SE 14TH STREET BENTONVILLE, AR 72712

		P.O. No.	Terms	Rep	Freight Charges
			Due on receipt	RJM	FOB
Item	Description	Qty	Cost	Total	
UD-AB1D	UD-AB1D, SINGLE FOOTSWITCH, USB, SYMPHONY	1	280.00	280.00T	
UD-AB1M	UD-AB1M, DESK MIC, DB9	1	245.00	245.00T	
UD-AB1B	UD-AB1B, JACK BOX, 6 WIRE	2	450.00	900.00T	
CM-022218-000304	CM-022218-000304 ADAPTER, WIRELESS HEADSET	2	995.00	1,990.00T	
NS-SG2C	NS-SG2C, LICENSE, CONSOLE TALKPATH	12	180.00	2,160.00T	
CM-022218-001101	CM-022218-001101, LICENSE, VOCODER	1	72.00	72.00T	
VSSD03	VSSD03, LICENSE, SUMS, ENDPOINT	1	35.00	35.00T	
14017-0104-01	14017-0104-01, CABLE, SYMPHONY, BACKUP RADIO INTERFACE	1	68.40	68.40T	
CA-013671-020	CA-013671-020, CABLE, SERIAL DATA, 20FT.	1	130.98	130.98T	
XZ-CA6W	XZ-CA6W, CABLE, SYMPHONY, BACKUP RADIO INTF, BASIC	1	141.60	141.60T	
MM100UD	MM100UD, MANUAL, OP/INSTA/CONFIG, SYMPHONY, CD	1	25.00	25.00T	
SS-SG2U	SS-SG2U LICENSE, INDIVIDUAL CALLS	1	2,500.00	2,500.00T	
SS-SG4S	SS-SG4S LICENSE, CALL DIRECTOR	1	4,500.00	4,500.00T	
SS-SH7X	SS-SH7X LICENSE, EMBEDDED WEB BROWSER	1	0.01	0.01T	
SS-SH8K	SS-SH8K LICENSE, DYNAMIC CROSS-MUTE	1	500.00	500.00T	
XT-MPS1M	XT-MPS1M, MOBILE, XL-185M, SINGLE-BAND	1	2,670.50	2,670.50T	
XT-PL8Y	XT-PL8Y, FEATURE, ENCRYPTION LITE	1		0.00T	
Thank you for your business.			Subtotal		
			Sales Tax (9.5%)		
			Total		

Signature:

Quote is valid for 30 days!

KA-COMM, INC

2000 N. DIXIELAND RD.
ROGERS, AR 72756
(785) 776-8177 Ext. 5220
(785) 827-1921 Fax
www.ka-comminc.com
rmeierhoff@ka-comminc.com

Quote

Date	Quote #
2/16/2026	32080

Customer:
BENTONVILLE POLICE DEPT. 908 SE 14TH STREET BENTONVILLE, AR 72712

		P.O. No.	Terms	Rep	Freight Charges
			Due on receipt	RJM	FOB
Item	Description	Qty	Cost	Total	
XT-PL4F	XT-PL4F, FEATURE, PHASE 2 TDMA	1	192.50	192.50T	
XT-PL5L	XT-PL5L, FEATURE, OTAR	1	490.00	490.00T	
XT-PL5K	XT-PL5K, FEATURE, P25 OTAP PROFILE	1	276.50	276.50T	
XT-PKG8F	XT-PKG8F, FEATURE, 256 AES, 64-DES ENCRYPTION	1	549.50	549.50T	
XT-PL4L	XT-PL4L, FEATURE, SINGLE BAND, 700/800 MHZ	1	0.00	0.00T	
XT-PKGPT	XT-PKGPT, FEATURE, PACKAGE P25 TRUNKING	1	1,260.00	1,260.00T	
XT-MA4A	XT-MA4A, KIT, MOUNTING XL-MOBILE UNIVERSAL	1	346.50	346.50T	
XT-CP6A	XT-CP6A, CONTROL UNIT, XL-CH	1	1,295.00	1,295.00T	
XT-MC6C	XT-MC6C, MICROPHONE, XL-MOBILE, DESKTOP	1	171.50	171.50T	
LPX-18	LPX-18; DURACOMM LPX SERIES 18AMP DESKTOP POWER SUPPLY	1	156.00	156.00T	
KAC-156	KAC-156; GBS# #355078, XL FRONT MOUNT TRANSCEIVER BRACKET	1	50.00	50.00T	
EM-BFG11702-NJ	EM-BFG11702-NJ, 746-896 MHZ FIBERGLASS BASE STATION ANTENNA WITH WHITE RADOME	1	168.00	168.00T	
KAC-035	KAC-035, GBS# 235023, 18" VHF SIDE MOUNT TOWER BRACKET, STANDOFF	1	125.00	125.00T	
MMK4	MMK4, 2-1/2' ANTENNA to 2-1/2'MAST, HEAVY DUTY BASE STATION MOUNT	1	73.00	73.00T	
Thank you for your business.			Subtotal		
			Sales Tax (9.5%)		
			Total		

Signature:

Quote is valid for 30 days!

KA-COMM, INC

2000 N. DIXIELAND RD.
ROGERS, AR 72756
(785) 776-8177 Ext. 5220
(785) 827-1921 Fax
www.ka-comminc.com
rmeierhoff@ka-comminc.com

Quote

Date	Quote #
2/16/2026	32080

Customer:
BENTONVILLE POLICE DEPT. 908 SE 14TH STREET BENTONVILLE, AR 72712

		P.O. No.	Terms	Rep	Freight Charges
			Due on receipt	RJM	FOB
Item	Description	Qty	Cost	Total	
LMR600	LMR600, 1/2" BRAIDED FLEXIBLE FOAM DIELECTRIC 50 OHM COAX CABLE	50	3.24	162.00T	
EZ-600-NF-X	EZ-600-NF-X; N-FEMALE CONNECTOR FOR LMR-600	1	46.92	46.92T	
EZ-600-NMH-X	EZ-600-NMH-X; MALE CONNECTOR FOR LMR-600	1	58.14	58.14T	
IS-B50HN-C2-MA	IS-B50HN-C2-MA, POLYPHASER COAX PROTECTOR/BULKHEAD 125-1000 MHZ, 800UJ, N/M-N/F	1	179.53	179.53T	
MISC EQUIPME...	LMR-240 JUMPER 8' LONG WITH CONNECTORS	1	46.40	46.40T	
MISC INSTALL ...	INSTALLATION SUPPLIES - CONSUMABLES - INCLUDING CAT6 EXTENSIONS FOR MONITORS, HEADSET JACKS, KEY BOARD, ETC.	1	950.00	950.00T	
BACKBONE LA...	LABOR TO SETUP AND INSTALL CONSOLE POSITION AND CONTROL STATION AND CONFIRM OPERATION.	1	4,500.00	4,500.00T	

Thank you for your business.	Subtotal	\$93,700.06
VISA & MASTERCARD ACCEPTED	Sales Tax (9.5%)	\$8,901.51
ALL CREDIT CARD PAYMENTS ARE SUBJECT TO A 3% PROCESSING FEE	Total	\$102,601.57

Signature:

R.J. Meierhoff

Quote is valid for 30 days!

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK TO WAIVE COMPETITIVE BIDDING AND ENTER INTO AN AGREEMENT WITH KA-COMM, INC. TO PURCHASE ADDITIONAL PUBLIC SAFETY RADIO EQUIPMENT IN THE AMOUNT OF ONE-HUNDRED TWO THOUSAND SIX-HUNDRED ONE DOLLARS AND FIFTY-SEVEN CENTS (\$102,601.57); AMENDING THE 2026 BUDGET; AND FOR OTHER PURPOSES.

WHEREAS, the Bentonville Police Department needs to purchase additional public safety radio equipment from KA-Comm, Inc.

WHEREAS, competitive bidding should be waived in that it is not practical nor feasible to solicit competitive bids for these items as they must be purchased from the same provider to ensure consistency with service agreements and warranties for the new radio system; and

WHEREAS, a 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 KA-Comm, Inc. for the purchase of additional public safety radio equipment in the amount of One-Hundred Two Thousand Six-Hundred One Dollars and Fifty-Seven Cents (\$102,601.57).

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 additional public safety radio equipment.

Section 3: The 2026 Budget is hereby adjusted to appropriate Three-Hundred Seventy-Two Thousand Four-Hundred Forty-Six Dollars and Sixty Cents (\$372,446.60) from Account #252010-49110 Transfer Out – General to Account #102010-39192 Transfer In – Impact/Capacity;

Section 4: The 2026 Budget is further adjusted to transfer the same from Account #102010-39192 Transfer In – Impact/Capacity into Account #102010-47430 Furniture and Fixtures.

Section 5 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 6 - 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:

ATTEST:

Stephanie Orman, MAYOR

Malorie Marrs, CITY CLERK



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	5/12/2026	Submitted By:	Ray Shastid
Phone:	479-271-3170	For Department(s):	Police
Email:	ray.shastid@bentonville.arkansas.gov		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Ordinance Approving a Waiver of Bid to Enter Into an Agreement with AT&T for 9-1-1 Equipment
Action Recommendation & Justification:	Ordinance waiving the requirement to competitive bidding and enter into a contract with AT&T for E9-1-1 call handling equipment and upgrades. Due to Benton County owning the contract for this equipment with AT&T, it is not feasible for the City to competitively bid this purchase. This request is for a seventh (7th) position of E9-1-1 equipment and upgrades. This purchase is funded by impact fees to maintain level of services based on growth. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	In November 2024, the City Council approved the addition of a sixth E9-1-1 console under Ordinance No. 2024-159. E9-1-1 equipment is upgraded by AT&T on a five-year cycle to ensure reliability and compliance with current standards. The total cost for this addition is \$68,500.00, which covers all equipment and associated services for a five-year period.
Amount for Approval:	\$ 68,500.00

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

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



AT&T Proprietary

Proposal and Quotation

A Quotation for			Quotation Information				
Name: Bentonville P.D.		<u>Project Name</u> Bentonville P.D. Additional Position	Quote Date : 2/12/2026 Quote Expiration Date: 8/12/2026 Application Specialist: Justin Vaughn Design Engineer: Brent Trease				
Line #	Part #		Description	Qty.	Monthly	Non Recurring	Total Monthly
1	ATTHSTVPR	AT&T Hosted VIPER Position (including maintenance)	1		\$ 68,500.00		\$ 68,500.00
			TOTAL			\$ -	\$ 68,500.00

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK TO WAIVE COMPETITIVE BIDDING AND ENTER INTO AN AGREEMENT WITH AT&T FOR 9-1-1 EQUIPMENT IN THE AMOUNT OF SIXTY-EIGHT THOUSAND FIVE-HUNDRED DOLLARS (\$68,500.00); AND FOR OTHER PURPOSES.

WHEREAS, the Bentonville Police Department needs to purchase a seventh position of E9-1-1 call handling equipment and upgrades.

WHEREAS, due to Benton County owning the contract for this equipment with AT&T, it is not feasible nor practical for the City to competitively bid this purchase.

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 AT&T for E9-1-1 call handling equipment and upgrades in the amount of Sixty-Eight Thousand Five-Hundred Dollars (\$68,500.00).

Section 2: There exists an exceptional circumstance whereby the requirements of competitive bidding are neither practical nor feasible and the City Council; therefore, waives the requirements of competitive bidding for the purchase of the E9-1-1 call handling equipment.

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:	5/12/2026	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 Approving the Purchase of Emergency Communications Center Video System
Action Recommendation & Justification:	A Resolution authorizing the Mayor and City Clerk to enter into an agreement with GTS Technology Solutions, Inc. to purchase emergency communications center video systems in the amount of \$96,862.11 through participation in the TIPS contract #230105. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	This is funded from Impact fees for expansion of communications center equipment. This purchase is made from cooperative contract through TIPS Contract #230105 which has been reviewed by Purchasing for compliance.
Amount for Approval:	\$ 96,862.11

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!



TECHNOLOGY SOLUTIONS

GTS Technology Solutions, Inc.
9211 Waterford Centre Blvd Suite 275
Austin, Texas 78758
Phone: 512.452.0651

QUOTE

Quote Number: **Q-20630**
Quoted Date: 03/04/2026
Expiration Date: 03/26/2026
Account Exec: Nathan Tart
Inside Sales Rep: Jed Rhodes
jed.rhodes@gts-ts.com
(512) 681-6219
Terms: Net 30

QUOTE FOR:

Bentonville Police Department

Samsung 98"

LINE	ITEM	DESCRIPTION	SPECIFICATIONS	CONTRACT	QTY	PRICE	EXTENDED PRICE
1	QH98C	Samsung 98 Commercial Flat Panel Display		Tips 230105	2	\$ 5,101.60	\$ 10,203.20
2	FCA776	Chief Fusion LVM Leveling Feet Accessory		Tips 230105	2	\$ 151.37	\$ 302.74
3	CSMP9X12	Chief Component Storage Panel		Tips 230105	2	\$ 38.44	\$ 76.88
4	XVM1U	Chief Fusion® Extra Large Cart, black		Tips 230105	2	\$ 2,502.35	\$ 5,004.70
5	C2G41481	C2G 20ft (6.1m) C2G Performance Series High Speed HDMI™ Active Optical Cable (AOC) - 4K 60Hz Plenum Rated		Tips 230105	2	\$ 179.08	\$ 358.16
6	SA-82-SG	NCNR SA-82 SurgeX Surge Protector		Tips 230105	2	\$ 686.29	\$ 1,372.58

VuWall

LINE	ITEM	DESCRIPTION	SPECIFICATIONS	CONTRACT	QTY	PRICE	EXTENDED PRICE
7	PAK-40-Bundle-1	Vuwall Bundle of PAK-40-3, VW-Server-MP-4, TRx-ONE-L-3SMC license		Tips 230105	1	\$ 10,492.41	\$ 10,492.41

Quote Number:

Q-20630

8	VW-ApplicationServer-G2-1	VuWall Application Server for streaming, sharing, controlling, and visualizing websites and applications across networks.	Tips 230105	1	\$ 2,665.24	\$ 2,665.24
9	VuStream-150-2	VuwallVuStream 150 appliance encoder or a decoder. Transmits HDMI signals up to 3840x2160@60Hz resolution	Tips 230105	4	\$ 1,242.35	\$ 4,969.40
10	ControlVu-10-3	Vuwall 10" Touch Panel for VuWall TRx Control Panel Interface, Resolution: 1920x1200	Tips 230105	1	\$ 2,136.47	\$ 2,136.47
11	Support-Standard-3Y	Vuwall 3-Year Standard Support Package includes support via Email, Phone, or Remote Access with Standard Priority.	Tips 230105	1	\$ 2,042.78	\$ 2,042.78
12	VuWall Onsite Training	On-site end users training by VuWall engineer 1 day on site, max. 8 hrs per day	Tips 230105	1	\$ 2,780.75	\$ 2,780.75
13	VuWall Professional Services	Setup and Commissioning by VuWall engineer 1-day on-site, max. 8 hrs per day. Incl. Travel Expenses	Tips 230105	1	\$ 4,064.17	\$ 4,064.17
14	US-TARIFF-EU	Vuwall U.S. Import Tariff	NO CONTRACT	1	\$ 3,418.80	\$ 3,418.80

Project Management

LINE	ITEM	DESCRIPTION	SPECIFICATIONS	CONTRACT	QTY	PRICE	EXTENDED PRICE
15	SERVICES: Project Management - AV	Project Management - AV		Tips 230105	34	\$ 90.00	\$ 3,060.00
16	FREIGHT CHARGE	Freight Charge		Tips 230105	1	\$ 2,300.00	\$ 2,300.00
17	3P Services: A/V			Tips 230105	1	\$ 35,167.52	\$ 35,167.52

Services		3P Services: A/V Installation Services				
18	3P Services: DataCenter Services	3P Services: Electrician Services (A&B Electric of Bentonville)	Tips 230105	1	\$ 4,319.55	\$ 4,319.55
19	3P Services: A/V Services	2 Additional Years CTI Complete Service Agreement	Tips 230105	1	\$ 1,087.09	\$ 1,087.09
		• Direct access to our support team • Service coordination without delays • Phone and email support from real people • Troubleshooting and remote guidance • Active Monitoring • System adjustments or minor fixes after installation • Fast scheduling for onsite service if needed • Peace of mind during the first year of use				

Prices do NOT include taxes, insurance, shipping, delivery, setup fees, or any cables or cabling services or material unless specifically listed above. If a customer requests expedited or special delivery, causes carrier delays or requests redelivery, customer will be responsible for any additional charges for these services directly billed by the carrier. All prices are subject to change without notice. Supply subject to availability. Dell maintains a strict zero-return policy. Therefore, purchases of incorrect quantity, specifications, items, or configurations are non-refundable and non-returnable. Please ensure that you have reviewed your quote thoroughly.

This quote does not include the applicable sales tax for our commercial customers

Sales Total:	\$ 95,822.44
Freight & Misc:	\$ 0.00
Tax Total:	\$1,039.67
Total (USD):	\$96,862.11



dispatch-vuwall

Date Issued: Feb 12, 2026
Created by: IT Admin

FS.com INC
380 CENTERPOINT BLVD
NEW CASTLE, DE 19720
United States
Tel: +1 (888) 468-9910

Item	Price	Quantity	Weight	Item Total
 Cisco SFP-10G-LR Compatible 10GBASE-LR SFP+ 1310nm 10km DOM Duplex LC/UPC SMF Optical P/N: SFP-10GLR-31 #11555 36069 in U.S. Warehouse, Get it Fri. 13 Feb, 2026 if you order within 4hr 44min 11204 in Global Warehouse, Get it 17 Feb, 2026	US\$34.00	4	0.064 kg	US\$136.00
 Customized Length Fiber Patch Cable, 2 Fibers, LC UPC Duplex to LC UPC Duplex, Single Mode Length - 80m P/N: SMLCDX #74192 4-6 Weeks available, Expected to ship 10 Mar, 2026	US\$32.87	4	3.418 kg	US\$131.48
Subtotal				US\$267.48

Instructions:

1. Shipping cost is not included in the above subtotal.
2. The inventory and lead time are subject to change. You can always check the latest update online.
3. If you have any inquiries about customized request, technical support, or placing order, please contact your account manager or FS customer service team.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH GTS TECHNOLOGY SOLUTIONS, INC. FOR THE PURCHASE OF EMERGENCY COMMUNICATIONS CENTER VIDEO SYSTEM IN THE AMOUNT OF NINETY-SIX THOUSAND EIGHT-HUNDRED SIXTY-TWO DOLLARS AND ELEVEN CENTS (\$96,862.11); AND FOR OTHER PURPOSES.

WHEREAS, the need has arisen for the City of Bentonville Police Department to purchase emergency communications center video systems.

WHEREAS, this purchase is being made through participation in the TIPS contract #230105 which is in line with Arkansas State Statutes and the City Purchasing Policy.

WHEREAS, no budget adjustment is necessary.

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

Section 1: The Mayor and City Clerk are authorized to enter into an agreement with GTS Technology Solutions, Inc. for the purchase of emergency communications center video system in the amount of Ninety-Six Thousand Eight-Hundred Sixty-Two Dollars and Eleven Cents (\$96,862.11).

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:	5/12/2026	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 Approving the Purchase of Emergency Communications Center Consoles
Action Recommendation & Justification:	A Resolution authorizing the Mayor and City Clerk to enter into an agreement with Russ Bassett Corp. to purchase emergency communications center consoles in the amount of \$71,033.16 through participation in the HGAC Buy Contract #: EC07-23 (911 Equipment & Emergency Notification Software and Services). No budget adjustment is needed.
Additional Comments for Consideration (Optional):	This is funded from Impact fees for expansion of communications center equipment. These consoles match are current system consoles within our communications center and pricing is through HGACBuy Contract #: EC07-23 (911 Equipment & Emergency Notification Software and Services). This has been reviewed by Purchasing for compliance.
Amount for Approval:	\$ 71,033.16

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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PROJECT / ORDER DETAILS

BUYER: Bentonville Police Department

PROJECT NAME: Bentonville AR 911 Center

PROJECT NUMBER: PN-10476-01 Opt 1 Rev F

BUYER PURCHASE ORDER NO: _____

Thank you for your order! To make sure both parties agree on their individual responsibilities, we have prepared the following "Sales Agreement" to cover items relating to your order.

1. GENERAL

The terms outlined herein represent the complete agreement between the seller, Russ Bassett Corp. ("RBC") and **Bentonville Police Department** ("BUYER"). This Sales Agreement supersedes any other prior conversations, understandings, and agreements, written or verbal.

2. SCOPE OF WORK

RBC agrees to provide product,(specifically built-to-order for this project), delivery, and installation as detailed in the attached drawings, renderings, and quotation / proposal, collectively referred to as "Attachment A".

3. INVESTMENT

BUYER shall pay RBC **\$71,033.16** in U.S. currency in return for the products and services outlined in Attachment A, per the milestone payment schedule below.

4. MILESTONE PAYMENT SCHEDULE

RBC milestone payment term schedule for this project are as follows:

MILESTONE	PROGRESS PAYMENT INVOICED
1. SUBMITTAL OF ORDER TO RBC	25% Due: Net 30 Days
2. ORDER SHIPMENT	50% Due: Net 30 Days
3. SUBSTANTIAL COMPLETION OF THE PROJECT	25% Due: Net 30 Days*

**10% retainage can be held back if there are minor punch list items delaying final completion.*

5. BONDS

No bonds are included as part of this order.

6. TAXES

BUYER shall be responsible for all sales and use taxes beyond what is collected on this order.

7. FINAL ORDER APPROVAL

Receipt of BUYER's purchase order, signed copy of this Sales Agreement, and receipt of 25% milestone payment #1 constitutes final approval of all attachments and conveys to RBC clear approval and authority to move forward with manufacturing to meet your firm delivery requirements.

8. SCHEDULE

RBC shall coordinate with BUYER's Designated Contact to establish a firm shipment and delivery schedule to meet BUYER's desired installation requirements. This schedule will then be published and made part of this Agreement.

9. CHANGES

Any REQUEST for changes to the design, scope of work or schedule shall be made in writing. RBC will notify BUYER if it is possible to accommodate the requested change and, if so, what costs and schedule impacts would apply. No change will be made without sign-off of the updated quote and drawing by BUYER and prepayment of additional costs. Once a confirmed order is within 4 WEEKS of the scheduled ship date, it is NOT AVAILABLE FOR CHANGES.

10. DELAYS

If BUYER is unable to take delivery per the agreed upon schedule, RBC will, as a courtesy, warehouse the product at no charge for up to 30 days. After 45 days, 100% of the Product Total will be invoiced, less any prior progress payments already received. At that time STORAGE FEES OF 1% PER MONTH, of the product total will apply and be billed monthly. Freight and Installation fees will be billed at time of shipment and due upon substantial completion of the installation. A 10% retainage may be held back to cover resolution of any outstanding punch list items.

11. SHIPPING

Freight and delivery charges include inside delivery and removal of packaging debris. If damage occurred during shipping, RBC would rush a replacement item to the installation site and remove the damaged item at no cost to BUYER. If BUYER modifies the schedule, requests additional shipments, expedited shipments, or off-site storage beyond the original scope of work, any resulting additional costs shall be the sole responsibility of BUYER.

12. SITE CONDITIONS

To ensure a successful installation, the delivery and installation site must be 100% ready. This includes clean and free access to allow delivery, movement, staging and installation of the product as agreed at the time of order, including elevator access if not a "ground floor" installation. All flooring, walls, painting, carpeting, ceiling, and electrical work should be complete prior to the arrival of the RBC product. BUYER shall appoint an on-site representative that will be available to RBC's installation team for security, site safety and product placement coordination. Unless otherwise arranged, RBC is not responsible for professional architectural, electrical, mechanical, structural or floor loading analysis. These services may be available on a fee basis upon request.

13. INSTALLATION

RBC installations are performed by RBC authorized, factory trained, non-union furniture installers during normal, uninterrupted, business hours. Overtime, evening, weekend, and holiday work is available at an additional charge. The installation charge includes the placement, installation, clean-up and training on the use, service and maintenance of the products supplied. Any existing materials subject to relocation by RBC that were not included in the original scope of work may be subject to additional charges. RBC assumes that the site is prepared to allow RBC installers to receive the product and complete the installation in a single installation activity unless it is already quoted otherwise under the scope of work. If multiple site visits are required at the request of BUYER, RBC will provide a revised quotation for any resulting additional costs.

14. ACCEPTANCE

To ensure BUYER's complete satisfaction, BUYER shall have a representative join an RBC representative for a walk through after final installation. At this time, RBC will turn over the product to BUYER, provide a product demonstration and training session outlining its proper use and maintenance. BUYER will be requested to sign-off on the installation or create a "punch list" of all incomplete or unsatisfactory items. All "non punch list" items will be considered complete and accepted. Once all agreed punch list items are corrected, BUYER shall sign-off on the project and will be invited to comment on the Installation Survey form.

15. CANCELLATION / RETURNS

As stated above, orders are BUILT TO ORDER and therefore, once started, it is not subject to cancellation or return. Any requests for consideration of cancellation must be submitted in writing and approved by an officer of RBC. Requests received and approved within two weeks of receipt of order will be accommodated at no charge.

If the request is received after two weeks, it will be subject to a cancellation charge. The cancellation charge will be between 25% and 100% of the contract amount depending on how far the order has progressed through the system. RBC will deliver a Cancellation Quote with supporting documentation. If BUYER decides to proceed with the cancellation, BUYER agrees to pay RBC within 30 days of cancellation invoice.

16. WARRANTY

RBC warrants, to the original BUYER, that all products will be free from defects in material and workmanship for 10 full years.

In mission critical, 24/7/365 environments, quickly resolving a product issue is of top priority for both the BUYER and RBC. Prompt execution of this warranty requires cooperation. With guidance from RBC, BUYER agrees to perform basic troubleshooting tasks to determine the nature of the defect and to self-correct before on-site assistance can be provided.

For simple replacements, the part will be quickly shipped directly to BUYER. If the problem requires on-site assistance, RBC will come out during normal work hours to resolve the issue. If the defect is found to have resulted from circumstances outside of the warranty coverage, and/or BUYER imposes conditions or restrictions that increases the service cost, BUYER agrees to reimburse RBC for any resulting additional expense. BUYER also agrees to properly dispose of the old parts and packing material. The few circumstances where this warranty against defects would not apply include normal wear and tear, damage, misuse, modifications, consumable items, or product shipped outside the U.S.

Repairs, substitute products or replacements, of equal or higher value, used to resolve a warranty claim will in no way extend the warranty period applied to the original product. Product repair or replacement is BUYER's exclusive remedy for all product defects covered under this non-transferable warranty. RBC makes no other express or implied warranties on any product except as stated above and makes no warranty of RBC product fitness except for use as standard console furniture.

17. LIABILITY

RBC shall not be liable for damages in any form or any other claim arising out of strikes, floods, fire, accidents, or any other causes beyond RBC's control. RBC shall not be liable for any liquidated, consequential, or incurred damages, nor penalties of any kind for delays in the completion of work. Acceptance of final payment under this agreement shall be conclusive evidence that RBC

SALES AGREEMENT



has performed all its obligations under this agreement and shall release RBC from all claims by BUYER.

18. NON-DISCLOSURE

All engineering, drawings, specifications, or other written materials provided shall represent an RBC investment and shall remain the property of RBC. Such items are submitted with the understanding and agreement that the information will not be disclosed to any third party without the written consent of RBC.

19. FORCE MAJEURE

In the event that either party is prevented from performing or is unable to perform any of its obligations under this Agreement (other than a payment obligation) due to any act of God, acts or decrees of governmental or military bodies, fire, casualty, flood, earthquake, war, strike, lockout, epidemic, destruction of production facilities, riot, civil unrest, insurrection, materials unavailability, or any other cause beyond the reasonable control of the party invoking this section (collectively, a "Force Majeure"), and if such party shall have used its commercially reasonable efforts to mitigate its effects, such party shall give prompt written notice to the other party, its performance shall be excused, and the time for the performance shall be extended for the period of delay or inability to perform due to such occurrences. Regardless of the excuse of Force Majeure, if such party is not able to perform within ninety (90) days after such event, the other party may terminate the Agreement.

20. NOTICES

All notices, requests, demands, and other communications given under this agreement shall be in writing and shall be deemed to have been duly given if delivered personally, via e-mail with receipt confirmed, or sent by Federal Express (or other overnight courier).

For BUYER send to:

Ronya Marveggio

Bentonville Police Department
908 SE 14th Street
Bentonville, AR 72712
Ronya.Marveggio@bentonville.arkansas.gov

For Seller send to:

Robin S. Lunder
Controller

Russ Bassett Corp.
8189 Byron Road
Whittier, CA 90606
rlunder@russbassett.com

Please sign and return this page to RBC with your order.

PROJECT / ORDER DETAILS

BUYER: Bentonville Police Department

PROJECT: Bentonville AR 911 Center

PROJECT NUMBER: PN-10476-01 Opt 1 Rev F

BUYER ORDER NO: _____

ATTACHMENTS PART OF THIS AGREEMENT

- RBC Proposal Package (Attachment A)
- Buyer Purchase Order or Letter of Intent (Provided by Buyer)

APPROVAL OF AGREEMENT

Upon signature below by designated BUYER, this Sales Agreement, and all attachments for the purchase of product and related services is immediately in effect.

SIGNATURE**BUYER**

Name (printed): _____ Title: _____

Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Accounting Email: _____

Signature: _____ **Date:** _____

CUSTOMER

CUSTOMER:
**BENTONVILLE POLICE
DEPARTMENT**
PROJECT ADDRESS:
908 SE 14TH STREET
BENTONVILLE, AR 72712

PROJECT

PROJECT NAME:
BENTONVILLE AR 911 CENTER

PROJECT INITIATION DATE:
03/25/24
CONSOLE TYPE:
FLEX TWA
NUMBER OF POSITIONS:
4

SCALE:
NTS

SALES EXECUTIVE
JUSTIN KIRKWOOD

DESIGNER
TRISH CASELLA

SHEET INDEX

NO.	SHEET NAME
1	3D VIEW 1
2	3D VIEW 2
3	PLAN VIEW
4	ELEVATION VIEW A
5	ELEVATION VIEW B
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	

REVISIONS

REV	DATE	DESCRIPTION	BY
A	03/25/24	2D & 3D PRELIMINARY DRAWING	TC
B	05/17/25	CHG TO ARRAY STYLE CONSOLES	ND
C	08/12/25	RMV CNSL 4 & 5, ADD RTCC FXD CNSL	ND
D	08/13/25	JOIN RTCC CONSOLES	ND
E	08/21/25	JOIN NEW LN TO EXIST LN	ND
F	02/13/26	GO TO MEETING REVS	TC

SHEET DESCRIPTION
3D VIEW 1

DRAWING #	OPTION	REV.	SHEET
PN-10476-01	1	F	1 5

CUSTOMER

CUSTOMER:
**BENTONVILLE POLICE
DEPARTMENT**
PROJECT ADDRESS:
908 SE 14TH STREET
BENTONVILLE, AR 72712

PROJECT

PROJECT NAME:
BENTONVILLE AR 911 CENTER

PROJECT INITIATION DATE:
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SALES EXECUTIVE
JUSTIN KIRKWOOD

DESIGNER
TRISH CASELLA

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1	3D VIEW 1
2	3D VIEW 2
3	PLAN VIEW
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5	ELEVATION VIEW B
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	

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E	08/21/25	JOIN NEW LN TO EXIST LN	ND
F	02/13/26	GO TO MEETING REVS	TC

SHEET DESCRIPTION
3D VIEW 2

DRAWING #	OPTION	REV.	SHEET
PN-10476-01	1	F	2 5

CUSTOMER

CUSTOMER:
**BENTONVILLE POLICE
DEPARTMENT**
PROJECT ADDRESS:
908 SE 14TH STREET
BENTONVILLE, AR 72712

PROJECT

PROJECT NAME:
BENTONVILLE AR 911 CENTER

PROJECT INITIATION DATE:
03/25/24
CONSOLE TYPE: FLEX TWA
NUMBER OF POSITIONS:
4

SCALE:
1" = 1' - 0"

SALES EXECUTIVE
JUSTIN KIRKWOOD

DESIGNER
TRISH CASELLA

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1	3D VIEW 1
2	3D VIEW 2
3	PLAN VIEW
4	ELEVATION VIEW A
5	ELEVATION VIEW B
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	

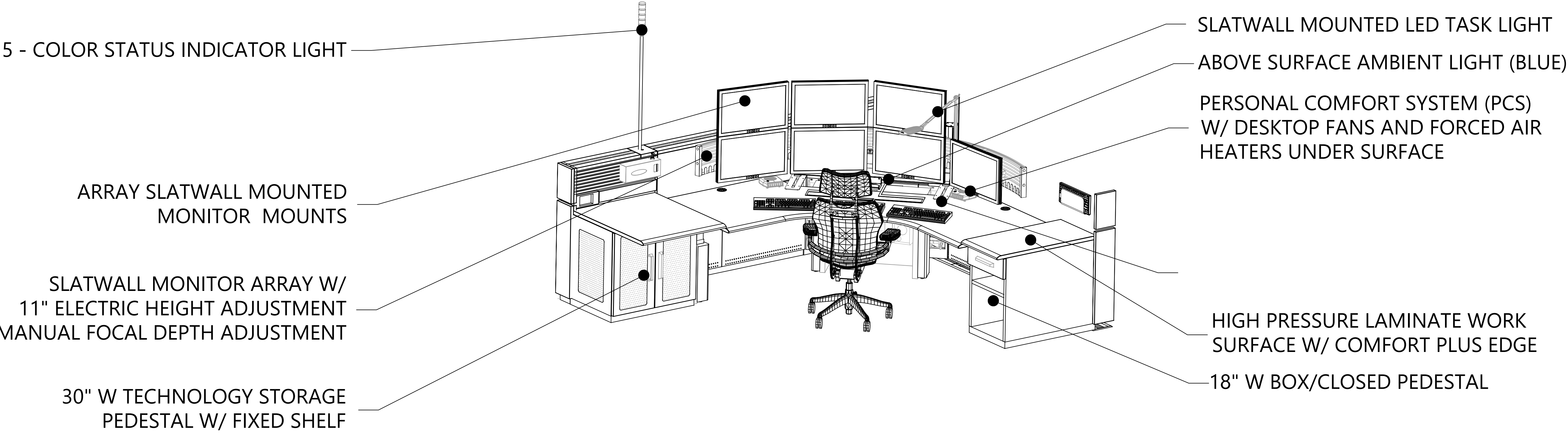
REVISIONS

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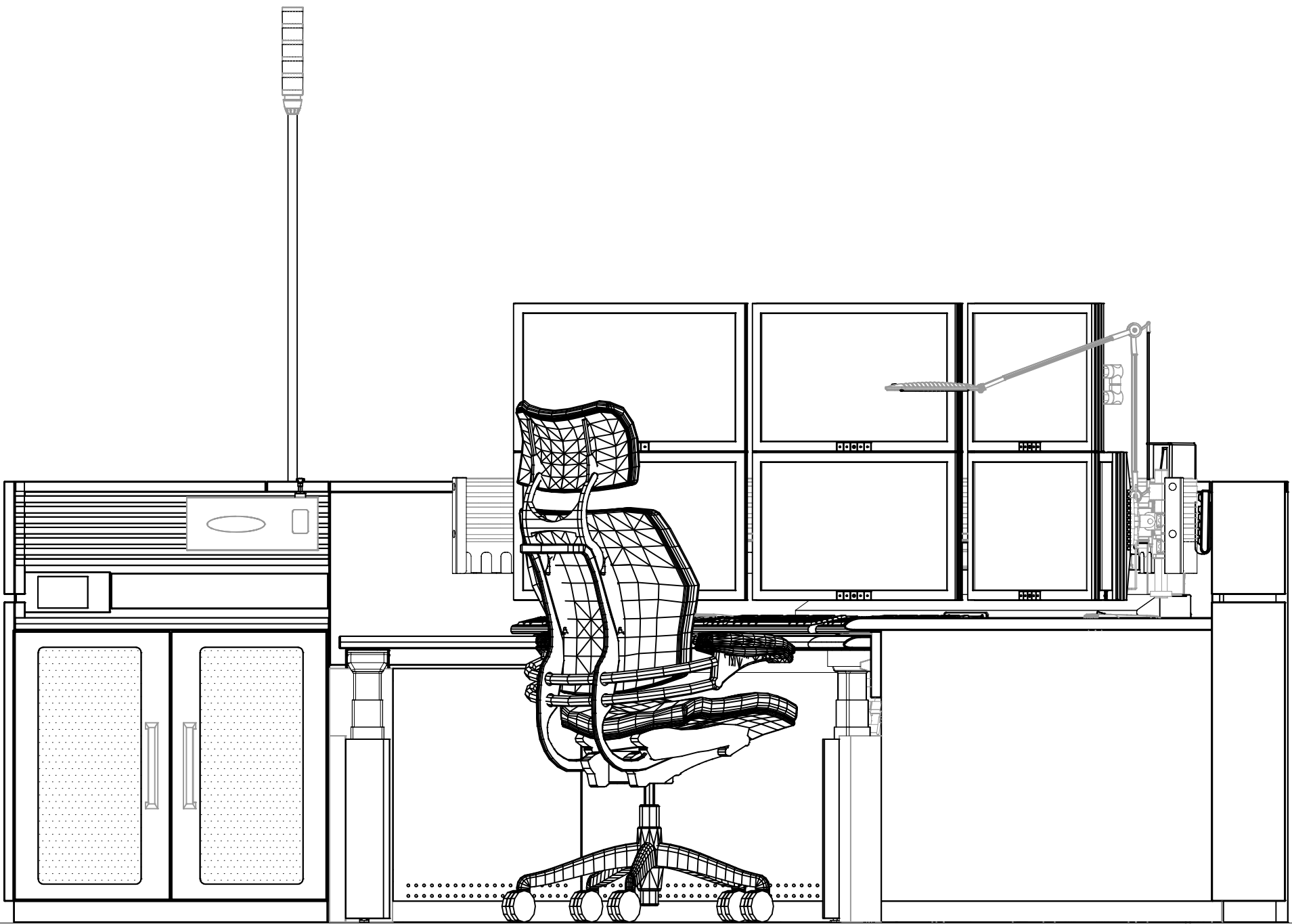
SHEET DESCRIPTION
PLAN VIEW

DRAWING #	OPTION	REV.	SHEET
PN-10476-01	1	F	35

RUSS BASSETT CORPORATION HEREBY EXPRESSLY RESERVES ITS COMMON LAW COPYRIGHT AND OTHER PROPERTY RIGHTS IN THESE PLANS. THESE PLANS ARE NOT TO BE COPIED, REPRODUCED OR CHANGED IN ANY FORM OR MANNER WHATSOEVER, NOR ARE THEY TO BE ASSIGNED TO ANY THIRD PARTY WITHOUT FIRST OBTAINING THE EXPRESS WRITTEN PERMISSION AND CONSENT OF RUSS BASSETT CORPORATION.



PERSPECTIVE VIEW



- CONSOLE DASHBOARD WITH:
- CONSOLE CONTROLS
 - PCS CONTROLS
 - 1 - USB-A & 1 - USB-C CHARGING PORTS
 - 110V POWER OUTLET
 - GOOSENECK TASK LIGHT W/ DIMMER
 - AMBIENT LIGHT DIMMER

FINISH FLOOR

A ELEVATION VIEW

CUSTOMER

CUSTOMER:
BENTONVILLE POLICE DEPARTMENT
PROJECT ADDRESS:
908 SE 14TH STREET
BENTONVILLE, AR 72712

PROJECT

PROJECT NAME:
BENTONVILLE AR 911 CENTER

PROJECT INITIATION DATE:
03/25/24
CONSOLE TYPE: FLEX TWA
NUMBER OF POSITIONS: 4

SCALE:
1" = 1' - 0"

SALES EXECUTIVE
JUSTIN KIRKWOOD

DESIGNER
TRISH CASELLA

SHEET INDEX

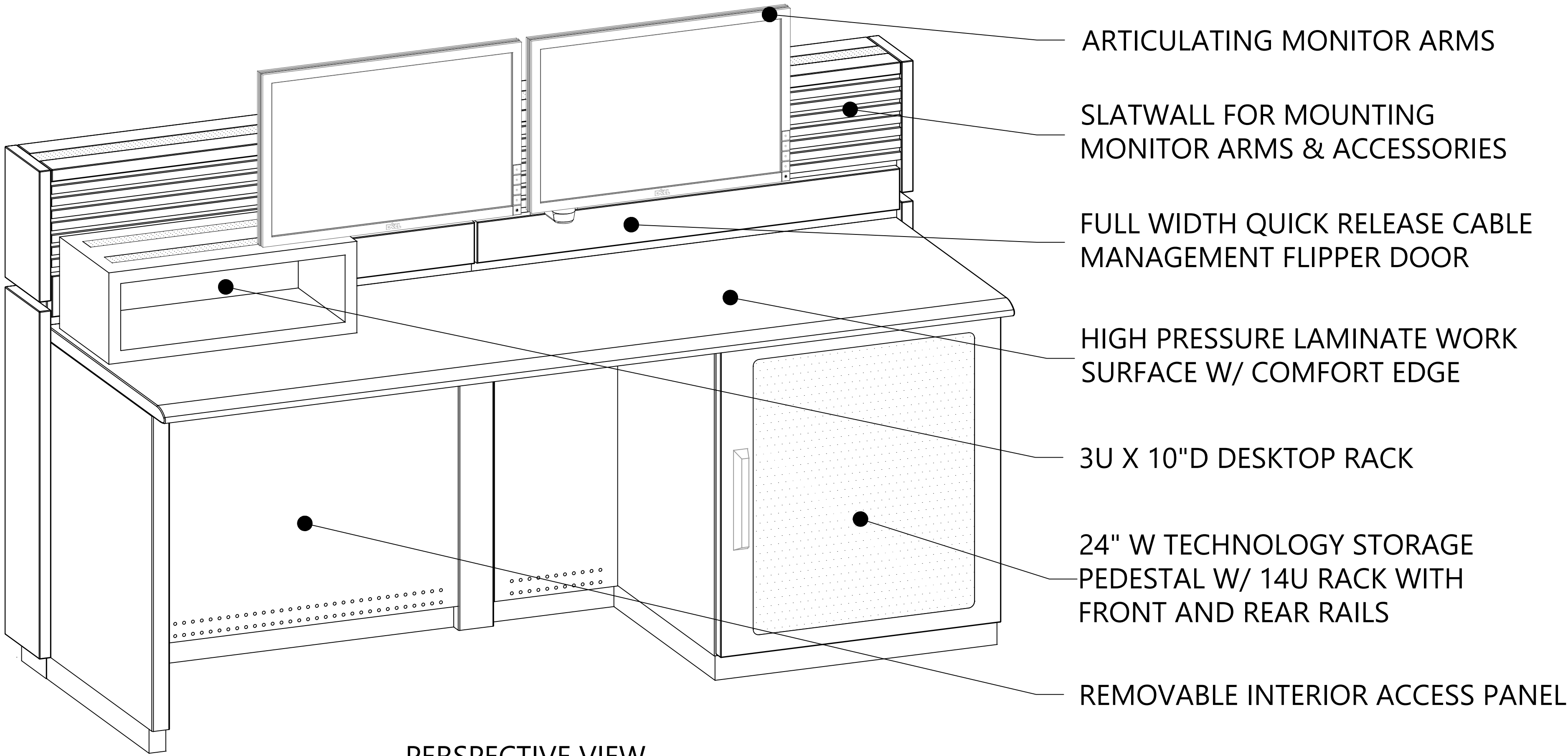
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6	
7	
8	
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13	
14	
15	

REVISIONS

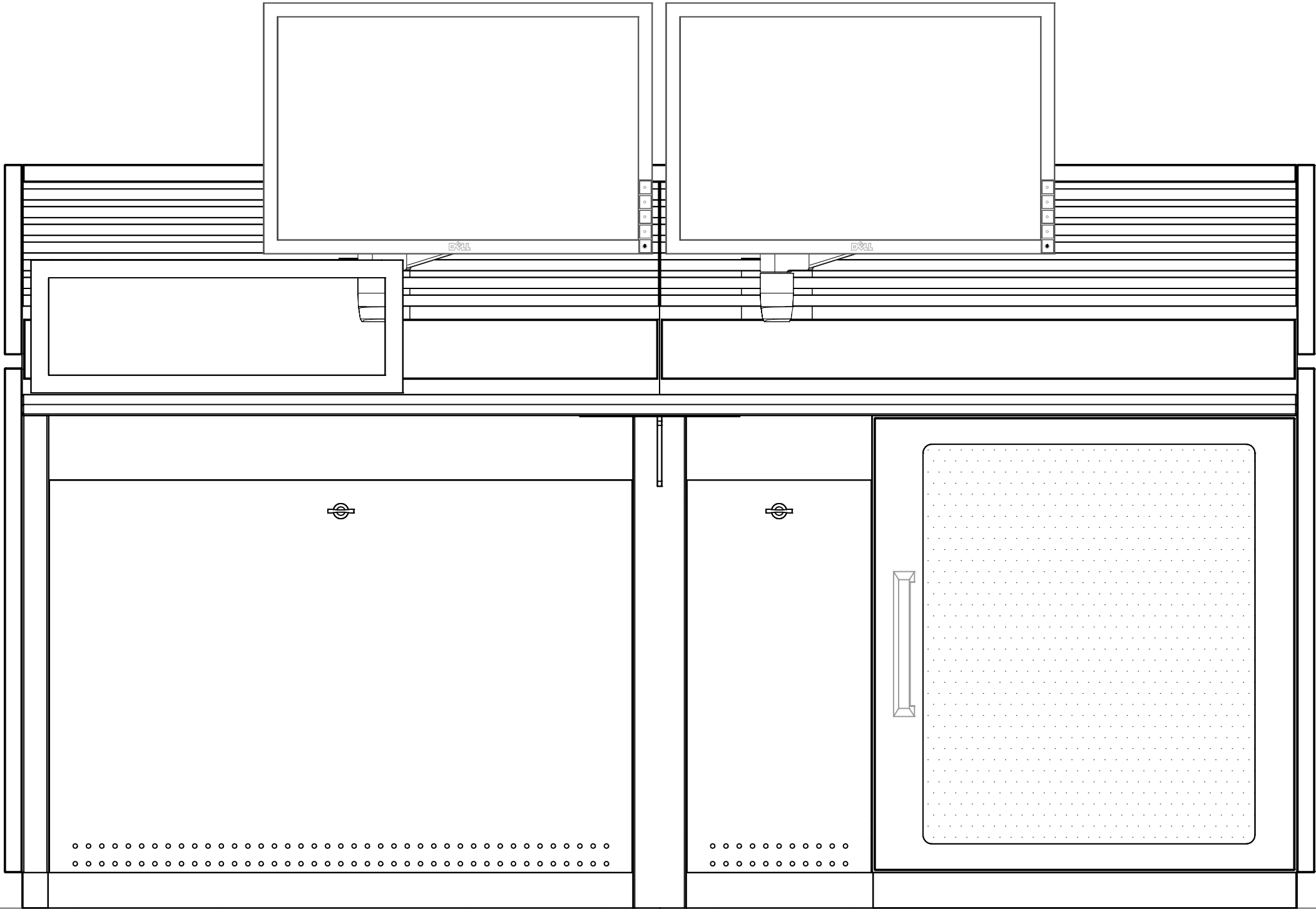
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SHEET DESCRIPTION
ELEVATION A

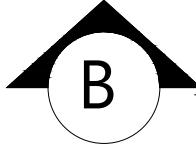
DRAWING #	OPTION	REV.	SHEET
PN-10476-01	1	F	4 / 5



PERSPECTIVE VIEW



FINISH FLOOR

 ELEVATION VIEW

CUSTOMER

CUSTOMER:
**BENTONVILLE POLICE
DEPARTMENT**
PROJECT ADDRESS:
908 SE 14TH STREET
BENTONVILLE, AR 72712

PROJECT

PROJECT NAME:
BENTONVILLE AR 911 CENTER

PROJECT INITIATION DATE:
03/25/24
CONSOLE TYPE: FLEX TWA NUMBER OF POSITIONS: 4

SCALE:
1" = 1' - 0"

SALES EXECUTIVE
JUSTIN KIRKWOOD

DESIGNER
TRISH CASELLA

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1	3D VIEW 1
2	3D VIEW 2
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6	
7	
8	
9	
10	
11	
12	
13	
14	
15	

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SHEET DESCRIPTION
ELEVATION B

DRAWING #	OPTION	REV.	SHEET
PN-10476-01	1	F	5 / 5

Quotation

russbassett
 Russ Bassett Corporation
 8189 Byron Road Whittier, CA 90606
 Tel: 800.350.2445 Fax: 562.698.8972
 www.russbassett.com

PROJECT #: PN-10476-01 **Option:** 1
REVISION: F
PROJECT NAME: Bentonville AR 9-1-1 Center

QUOTE DATE: 3/3/2026	SALES EXECUTIVE: Justin Kirkwood
EXPIRATION DATE: 6/1/2026	ADDRESS: 8189 Byron Rd Whittier, CA 90606
CUSTOMER: Bentonville Police Department	PHONE: (254) 295-6936
CONTACT: Ronya Marveggio	EMAIL: jkirkwood@rusbassett.com
ADDRESS: 908 SE 14th Street Bentonville, AR 72712	
PHONE: 479-271-3183	
10425 EMAIL: Ronya.Marveggio@bentonville.arkansas.gov	

QTY	PART NUMBER	DESCRIPTION	HGACBuy PRICE	EXTENDED
AREA: 1			AREA 1 TOTAL:	\$ 42,733.86
		New Consoles		
2	FSA-CS-84	Flex Sit-Stand, 90° Corner, 84W, Single Lift, Adj. Array	\$ 5,630.98	\$ 11,261.96
2	FSW-07-3042-EMT-EMT	Flex Wall, 07D, 30L x 42H, Empty Side A, Empty Side B	\$ 280.03	\$ 560.06
2	FSW-07-3042-EMT-SWR	Flex Wall, 07D, 30L x 42H, Empty Side A, Slatwall CO-R Side B	\$ 607.78	\$ 1,215.56
2	FSW-07-5442-EMT-SSF	Flex Wall, 07D, 54L x 42H, Empty Side A, Sit-Stand Fabric Side B	\$ 528.43	\$ 1,056.86
2	FTC-0706-SL-S	Flex Top Cap, 7D x 6W, Status Indicator Light Pole Receiver, Square	\$ 207.58	\$ 415.16
2	FTC-0724-V-S	Flex Top Cap, 7D x 24W, Vented, Square	\$ 138.58	\$ 277.16
2	FTC-0784-V-S	Flex Top Cap, 7D x 84W, Solid, Square	\$ 208.15	\$ 416.30
2	FWS-FRE-3618-E	Work Surface, Rectangle, 36D x 18L	\$ 591.68	\$ 1,183.36
2	FWS-FRE-3630-E	Work Surface, Rectangle, 36D x 30L	\$ 720.48	\$ 1,440.96
2	FWS-SCA-3684-N-E	Work Surface, 90° Corner Sit-Stand, Single Lift Array, 36D x 84L	\$ 1,474.30	\$ 2,948.60
4	FBP-3042-VPS	Flex Back Panel, 30W x 42H, Vented, Powder, Square	\$ 266.23	\$ 1,064.92
2	FBP-5442-VPS	Flex Back Panel, 54W x 42H, Vented, Powder, Square	\$ 293.83	\$ 587.66
2	FCC-07T-9042-EPS	Flex Corner Connector, 7D, 90° T-Type, 42H, Exterior, Powder, Square	\$ 317.40	\$ 634.80
2	FCF-42-T-SSF	Flex Sit-Stand Corner Filler, 42H, Tech Storage, Fabric	\$ 690.58	\$ 1,381.16
2	FEC-FH-0742-S	Flex End Cap, Fixed Height, 7" Wall, 42"H, Square	\$ 276.00	\$ 552.00
2	FPP-3618-BO-S-N	Flex Drawer Pedestal, 36D x 18W, Box/Open, Square, No Lock	\$ 384.68	\$ 769.36
2	FPT-243028-PD-S-N-F	Flex Technology Pedestal, 24D x 30W x 28H, Pair of Doors, Square, No Loc	\$ 572.70	\$ 1,145.40
2	DAC-PCS-FLX-A	Flex Personal Comfort System, Heat & Air, Array Console	\$ 1,500.18	\$ 3,000.36
2	DAC-SW-KBTACO	Slatwall Keyboard Holder	\$ 66.13	\$ 132.26
2	DAC-SW-SANSTN	Slatwall Sanitation Station	\$ 200.68	\$ 401.36

Quotation

PROJECT #:	PN-10476-01	Option: 1
REVISION:	F	
PROJECT NAME:	Bentonville AR 9-1-1 Center	

rus sbassett
 Russ Bassett Corporation
 8189 Byron Road Whittier, CA 90606
 Tel: 800.350.2445 Fax: 562.698.8972
 www.russbassett.com

QTY	PART NUMBER	DESCRIPTION	HGACBuy PRICE	EXTENDED
10	NSP-MTRL	* Special Material Charge	\$ 100.00	\$ 1,000.00
2	WAC-BOND-KIT-R56	Flex Console Bonding Kit, R56	\$ 518.08	\$ 1,036.16
2	WAC-PSTRIP-H-15	Power Strip, 15 Amp, 7 Outlet, With Horizontal Trough Mounting Bracket	\$ 69.58	\$ 139.16
2	WAC-PSTRIP-V-15	Power Strip, 15 Amp, 7 Outlet, With Vertical Wall Mounting Bracket	\$ 69.58	\$ 139.16
2	WAC-SL-CNCT-KT	Status Indicator Light Connection Kit with Power Supply	\$ 173.08	\$ 346.16
2	WAC-SLT-5-36	Pole Mount Situation Awareness Light, 5-Lens, 36"H Pole	\$ 585.93	\$ 1,171.86
2	DAC-AMB-PWR	Ambient Light Power Supply W/ Splitter	\$ 55.78	\$ 111.56
2	DAC-AMB-SW-72	Ambient Light, Slatwall, 72", Blue	\$ 276.00	\$ 552.00
16	DAC-CO-USB	USB-A 3.0 Keystone - Coupler (Includes 15' Extension)	\$ 41.98	\$ 671.68
6	DAC-DASH-BLANK	Dash Plate, Blank	\$ 31.63	\$ 189.78
2	DAC-DASH-CHRG-AC	Dash Plate, Device Charging, USB A-C	\$ 163.88	\$ 327.76
2	DAC-DASH-DIMMER	Dash Plate, Ambient Dimmer	\$ 94.88	\$ 189.76
2	DAC-DASH-PWR	Dash Plate, 110V Power Receptacle	\$ 169.63	\$ 339.26
2	DAC-LED-DA-SW	Dimmable LED Task Light - Double Arm, Slatwall Mount	\$ 317.40	\$ 634.80
2	DAC-MM-01-SW-PM	Monitor Mount, Slatwall, Pole Mount	\$ 362.25	\$ 724.50
6	DAC-MM-11-SW-PM	Monitor Mount, 1-Over-1, Slatwall, Pole Mount	\$ 586.50	\$ 3,519.00
2	DAC-69-17737-18	Slatwall Frame	\$ 220.00	\$ 440.00
2	DAC-69-16282-SS1-54	Frame, Fabric Panel	\$ 263.00	\$ 526.00
2	DAC-69-12586-18	Slatwall Flipper Door	\$ 115.00	\$ 230.00

AREA: 2		RTCC CONSOLES	AREA 2 TOTAL:	\$	5,636.60
1	DAC-DT10-RMK-3	3U Desktop Rack - 10"D	\$ 454.83	\$ 454.83	
2	DAC-MA-01-SW-S	Fully Articulating Monitor Arm - Weight Range 5-16 lbs	\$ 310.50	\$ 621.00	
1	FAP-105	Flex Inside Access Panel, One Support, 10.5"W	\$ 97.18	\$ 97.18	
1	FAP-330	Flex Inside Access Panel, Two Supports, 33"W	\$ 145.48	\$ 145.48	
2	FBP-3642-VPS	Flex Back Panel, 36W x 42H, Vented, Powder, Square	\$ 273.13	\$ 546.26	
1	FEP-24-L-S	Flex Left End Panel, 24D, Square	\$ 242.08	\$ 242.08	
1	FPT-242428-RD-S-N-F	Flex Technology Pedestal, 24D x 24W x 28H, Right Swing, Square, No Lock	\$ 438.73	\$ 438.73	
1	FSG-24-S	Flex Support Gusset, Shared, 24D	\$ 189.75	\$ 189.75	
2	FSW-07-3642-EMT-SWN	Flex Wall, 07D, 36L x 42H, Empty Side A, Slatwall Side B	\$ 466.33	\$ 932.66	
1	FTC-0772-V-S	Flex Top Cap, 7D x 72W, Vented, Square	\$ 194.35	\$ 194.35	
1	FWS-FRE-2472-E	Work Surface, Rectangle, 24D x 72L	\$ 905.63	\$ 905.63	
4	NSP-MTRL	* Special Material Charge	\$ 100.00	\$ 400.00	
1	WAC-PAN-0718	7" PC Pan for 7" Wall, 18" Long	\$ 55.78	\$ 55.78	
1	WAC-PRK-FR-2428-14U	Technology Pedestal Rack Kit, Front & Rear Rails, 24"D x 28"H Cabinet, 14I	\$ 204.13	\$ 204.13	
2	WAC-PSTRIP-H-15	Power Strip, 15 Amp, 7 Outlet, With Horizontal Trough Mounting Bracket	\$ 69.58	\$ 139.16	
1	WAC-PSTRIP-V-15	Power Strip, 15 Amp, 7 Outlet, With Vertical Wall Mounting Bracket	\$ 69.58	\$ 69.58	

 russbassett
Russ Bassett Corporation
8189 Byron Road Whittier, CA 90606
Tel: 800.350.2445 Fax: 562.698.8972
www.russbassett.com

PROJECT #:	PN-10476-01	Option: 1
REVISION:	F	
PROJECT NAME:	Bentonville AR 9-1-1 Center	

HGACBuy Contract #: EC07-23 (911 Equipment & Emergency Notification Software and Services). Effective Dates 8/1/2023 - 6/30/27.
 Prices shown herein are Net (discount applied) unless otherwise noted.

Page 44 of 249

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH RUSS BASSETT CORP. TO PURCHASE EMERGENCY COMMUNICATIONS CENTER CONSOLES IN THE AMOUNT OF SEVENTY-ONE THOUSAND THIRTY-THREE DOLLARS AND SIXTEEN CENTS (\$71,033.16); AND FOR OTHER PURPOSES.

WHEREAS, the need has arisen for the City of Bentonville Police Department to purchase emergency communications center consoles.

WHEREAS, this purchase is being made through participation in the HGAC Buy Contract #EC07-23 (911 Equipment and Emergency Notification Software and Services) which is in line with Arkansas State Statutes and the City Purchasing Policy.

WHEREAS, no budget adjustment is necessary.

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

Section 1: The Mayor and City Clerk are authorized to enter into an agreement with Russ Bassett Corp. for the purchase of emergency communications center consoles in the amount of Seventy-One Thousand Thirty-Three Dollars and Sixteen Cents (\$71,033.16).

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:	5/12/2026	Submitted By:	Chief Ray Shastid
Phone:	(479) 271-3170	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:	Ordinance for a Waiver of Bid to Enter an Agreement with Axon Enterprise, Inc. - Purchase 80 Tasers
Action Recommendation & Justification:	An ordinance waiving competitive bidding and allow the Mayor and City Clerk to enter into an agreement with Axon Enterprise, Inc. to approve the purchase of 80 Tasers. Axon Enterprise, Inc. offers a lease-to-own program with a 5 year contract, with the year 1 cost being \$48,246.51 and years 2 through 5 being \$92,562.53 each. The purchase of these 80 Tasers will outfit all uniformed officers with latest less-lethal technology. The first year cost will be covered in the approved 2026 budget with no budget adjustment needed.
Additional Comments for Consideration (Optional):	The waiver of bid request is based on Axon serving as the sole-source provider of TASER products, with no equivalent retailers or alternatives available. Taser 10 technology is the latest available, and the Taser X26P (current system) will soon no longer be supported. Additionally, the costs outlined above cover all training, Tasers, replacement cartridges, batteries, and holsters, which are typically purchased separately throughout the budget year. See the attached memorandum for additional information.
Amount for Approval:	\$ \$48,246.51

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 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: May 12, 2026
Subject: Ordinance Waiving Competitive Bidding and Enter into Agreement with Axon Enterprise, Inc. for purchase of 80 Tasers

This memorandum is submitted to request approval for a waiver of bid and authorize the Mayor and City Clerk to enter into an agreement with Axon Enterprise, Inc. for the purchase of 80 Tasers. The waiver of bid request is based on Axon serving as the sole-source provider of TASER products, with no equivalent retailers or alternatives available.

Axon Enterprise, Inc., offers a lease-to-own program under a five (5) year contract. The cost for year one is \$48,246.51, with annual costs of \$92,562.53 for years two through five. The first-year cost will be covered within the approved 2026 budget, and no budget adjustment is required.

This purchase will equip all uniformed officers with the latest less-lethal technology. The Taser 10 platform represents the most current advancement in less-lethal devices, providing improved performance, reliability, and effectiveness in field conditions, while reducing the likelihood of injury to both officers and subjects. The department's current system, the Taser X26P, will eventually no longer be supported.

The proposed agreement includes a comprehensive package covering Tasers, duty holsters, live and training cartridges (with replacement costs), batteries, targets, a virtual reality training headset, training impact suits for scenario-based exercises, certification training, and software for inventory management and usage tracking. These items are typically purchased separately throughout the budget year, making this program both cost-effective and operationally efficient.

Approval of this will ensure the department remains aligned with modern policing standards and best practices, while supporting safe, effective, and accountable law enforcement operations.



Axon Enterprise, Inc.
 17800 N 85th St
 Scottsdale, Arizona 85255
 United States
 VAT: 86-0741227
 Domestic:(800) 978-2737
 International: +1.800.978.2737

Q-808368-46132KH

Issued: 04/20/2026

Quote Expiration: 06/30/2026

Estimated Contract Start Date: 09/01/2026

Account Number: 111075

Payment Terms: N30

Mode of Delivery: AUTO-GND

Credit/Debit Amount: \$0.00

SHIP TO	BILL TO
Bentonville Police Dept. - AR 908 SE 14th St Bentonville, AR 72712-6719 USA	Bentonville Police Dept. - AR 908 SE 14th St Bentonville AR 72712-6719 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Jon Onchi Phone: Email: jonchi@axon.com Fax:	Glynn Bertrand Phone: (479) 271-3174 Email: glynn.bertrand@bentonville.arkansas.gov Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$390,336.00
ESTIMATED TOTAL W/ TAX	\$418,496.64

Discount Summary

Average Savings Per Year	\$33,269.86
TOTAL SAVINGS	\$166,349.30

Payment Summary

Date	Subtotal	Tax	Total
Aug 2026	\$45,000.00	\$3,246.51	\$48,246.51
Aug 2027	\$86,334.00	\$6,228.53	\$92,562.53
Aug 2028	\$86,334.00	\$6,228.53	\$92,562.53
Aug 2029	\$86,334.00	\$6,228.53	\$92,562.53
Aug 2030	\$86,334.00	\$6,228.54	\$92,562.54
Total	\$390,336.00	\$28,160.64	\$418,496.64

Quote Unbundled Price:	\$556,721.20
Quote List Price:	\$446,081.20
Quote Subtotal:	\$390,336.00

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
C00032	TASER 10 CERTIFICATION STANDARD PLAN	80	60	\$114.04	\$90.99	\$81.32	\$390,336.00	\$28,160.64	\$418,496.64
A la Carte Software									
ProLicense	Pro License Bundle	1	60		\$48.82	\$0.00	\$0.00	\$0.00	\$0.00
A la Carte Services									
102597	TASER CEW + VR INSTRUCTOR CERT + VR IMPLEMENTATION (2-DAY)	1			\$6,400.00	\$0.00	\$0.00	\$0.00	\$0.00
Total							\$390,336.00	\$28,160.64	\$418,496.64

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
TASER 10 CERTIFICATION STANDARD PLAN	100122	AXON VR - HEADSET - BATTERY	4	1	08/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	100126	AXON VR - TACTICAL BAG	4	1	08/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	80	2	08/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	2	2	08/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	4	1	08/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	100396	AXON TASER 10 - MAGAZINE - INERT RED	30	1	08/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	100399	AXON TASER 10 - CARTRIDGE - LIVE	1200	1	08/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	100400	AXON TASER 10 - CARTRIDGE - HALT	560	1	08/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	100401	AXON TASER 10 - CARTRIDGE - INERT	300	1	08/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	100591	AXON TASER - CLEANING KIT	1	1	08/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	100611	AXON TASER 10 - SAFARILAND HOLSTER - RH	80	1	08/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	100623	ENHANCED HOOK-AND-LOOP TRAINING (HALT) SUIT (V2)	1	1	08/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	100748	AXON VR - CONTROLLER - TASER 10	4	1	08/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	101125	AXON VR - HOLSTER - T10 BLACKHAWK GRAY - LH	7	1	08/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	101455	AXON TASER 10 - REPLACEMENT TOOL KIT - INTERPOSER BUCKET	1	1	08/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	101456	AXON TASER 10 - REPLACEMENT INTERPOSER BUCKET	8	1	08/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	101751	AXON VR - HEADSET - HTC FOCUS VISION	4	1	08/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	101755	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK V2	2	1	08/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	101755	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK V2	80	1	08/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	101757	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE V2	30	1	08/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	20018	AXON TASER - BATTERY PACK - TACTICAL	8	1	08/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	20018	AXON TASER - BATTERY PACK - TACTICAL	80	1	08/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	20018	AXON TASER - BATTERY PACK - TACTICAL	2	1	08/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	2	1	08/01/2026

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
TASER 10 CERTIFICATION STANDARD PLAN	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	2	1	08/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	2	1	08/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	2	1	08/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	2	1	08/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	100400	AXON TASER 10 - CARTRIDGE - HALT	400	1	08/01/2027
TASER 10 CERTIFICATION STANDARD PLAN	100400	AXON TASER 10 - CARTRIDGE - HALT	400	1	08/01/2028
TASER 10 CERTIFICATION STANDARD PLAN	101012	AXON VR - TAP REFRESH 1 - TASER CONTROLLER	4	1	02/01/2029
TASER 10 CERTIFICATION STANDARD PLAN	20373	AXON VR - TAP REFRESH 1 - HEADSET	4	1	02/01/2029
TASER 10 CERTIFICATION STANDARD PLAN	100400	AXON TASER 10 - CARTRIDGE - HALT	400	1	08/01/2029
TASER 10 CERTIFICATION STANDARD PLAN	100400	AXON TASER 10 - CARTRIDGE - HALT	400	1	08/01/2030

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Pro License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	3	09/01/2026	08/31/2031
Pro License Bundle	73746	AXON EVIDENCE - ECOM LICENSE - PRO	1	09/01/2026	08/31/2031
TASER 10 CERTIFICATION STANDARD PLAN	101180	AXON TASER - DATA SCIENCE PROGRAM	80	09/01/2026	08/31/2031
TASER 10 CERTIFICATION STANDARD PLAN	101703	AXON VR - USER ACCESS - TASER SKILLS	80	09/01/2026	08/31/2031
TASER 10 CERTIFICATION STANDARD PLAN	20248	AXON TASER - EVIDENCE.COM LICENSE	1	09/01/2026	08/31/2031
TASER 10 CERTIFICATION STANDARD PLAN	20248	AXON TASER - EVIDENCE.COM LICENSE	80	09/01/2026	08/31/2031

Services

Bundle	Item	Description	QTY
TASER 10 CERTIFICATION STANDARD PLAN	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	80
TASER 10 CERTIFICATION STANDARD PLAN	101193	AXON TASER - ON DEMAND CERTIFICATION	80
A la Carte	102597	TASER CEW + VR INSTRUCTOR CERT + VR IMPLEMENTATION (2-DAY)	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
TASER 10 CERTIFICATION STANDARD PLAN	100197	AXON VR - EXT WARRANTY - HEADSET	4	08/01/2027	08/31/2031
TASER 10 CERTIFICATION STANDARD PLAN	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	80	08/01/2027	08/31/2031
TASER 10 CERTIFICATION STANDARD PLAN	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	2	08/01/2027	08/31/2031
TASER 10 CERTIFICATION STANDARD PLAN	101007	AXON VR - EXT WARRANTY - TASER CONTROLLER	4	08/01/2027	08/31/2031
TASER 10 CERTIFICATION STANDARD PLAN	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	80	08/01/2027	08/31/2031
TASER 10 CERTIFICATION STANDARD PLAN	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	8	08/01/2027	08/31/2031
TASER 10 CERTIFICATION STANDARD PLAN	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	2	08/01/2027	08/31/2031
TASER 10 CERTIFICATION STANDARD PLAN	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	2	08/01/2027	08/31/2031

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	908 SE 14th St	Bentonville	AR	72712-6719	USA
2	908 SE 14th St	Bentonville	AR	72712-6719	USA

Payment Details

Aug 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	102597	TASER CEW + VR INSTRUCTOR CERT + VR IMPLEMENTATION (2-DAY)	1	\$0.00	\$0.00	\$0.00
Year 1	C00032	TASER 10 CERTIFICATION STANDARD PLAN	80	\$45,000.00	\$3,246.51	\$48,246.51
Year 1	ProLicense	Pro License Bundle	1	\$0.00	\$0.00	\$0.00
Total				\$45,000.00	\$3,246.51	\$48,246.51

Sep 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	C00032	TASER 10 CERTIFICATION STANDARD PLAN	80	\$0.00	\$0.00	\$0.00
Total				\$0.00	\$0.00	\$0.00

Aug 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year2	102597	TASER CEW + VR INSTRUCTOR CERT + VR IMPLEMENTATION (2-DAY)	1	\$0.00	\$0.00	\$0.00
Year2	C00032	TASER 10 CERTIFICATION STANDARD PLAN	80	\$86,334.00	\$6,228.53	\$92,562.53
Year2	ProLicense	Pro License Bundle	1	\$0.00	\$0.00	\$0.00
Total				\$86,334.00	\$6,228.53	\$92,562.53

Aug 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year3	102597	TASER CEW + VR INSTRUCTOR CERT + VR IMPLEMENTATION (2-DAY)	1	\$0.00	\$0.00	\$0.00
Year3	C00032	TASER 10 CERTIFICATION STANDARD PLAN	80	\$86,334.00	\$6,228.53	\$92,562.53
Year3	ProLicense	Pro License Bundle	1	\$0.00	\$0.00	\$0.00
Total				\$86,334.00	\$6,228.53	\$92,562.53

Aug 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year4	102597	TASER CEW + VR INSTRUCTOR CERT + VR IMPLEMENTATION (2-DAY)	1	\$0.00	\$0.00	\$0.00
Year4	C00032	TASER 10 CERTIFICATION STANDARD PLAN	80	\$86,334.00	\$6,228.53	\$92,562.53
Year4	ProLicense	Pro License Bundle	1	\$0.00	\$0.00	\$0.00
Total				\$86,334.00	\$6,228.53	\$92,562.53

Aug 2030

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year5	102597	TASER CEW + VR INSTRUCTOR CERT + VR IMPLEMENTATION (2-DAY)	1	\$0.00	\$0.00	\$0.00
Year5	C00032	TASER 10 CERTIFICATION STANDARD PLAN	80	\$86,334.00	\$6,228.54	\$92,562.54
Year5	ProLicense	Pro License Bundle	1	\$0.00	\$0.00	\$0.00
Total				\$86,334.00	\$6,228.54	\$92,562.54

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

Rewrite Estimates

Estimated Amounts and Contract Terminations. Any amounts stated as due under existing or terminated contracts — including contract transfer balances carried forward to new or pending contracts — are estimates based on payments received as of the calculation date. These estimates may be adjusted if new contracts are not executed on the anticipated dates or if expected payments are not made.

Refresh Shipment Timing

Technology Assurance Plan (TAP) Refresh Prior to Renewal. For Customers with expiring agreements that include TAP refresh rights, Axon may, in its discretion, ship refresh hardware under the existing contract while renewal or replacement agreements are in progress. Any such shipments will be deemed made under the terms of the existing contract until the new contract is fully executed, after which any applicable updates, fees, or adjustments will apply.

Shipment Timing

Shipment Variance. Estimated shipment dates are provided for planning purposes only and are not guarantees. Axon may ship hardware before or after the estimated shipment date, and failure to meet an estimated shipment date will not, by itself, constitute a breach, provided Axon uses commercially reasonable efforts to meet estimated shipment dates.

Signature

Date Signed

4/20/2026



ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK TO WAIVE COMPETITIVE BIDDING AND ENTER INTO AN AGREEMENT WITH AXON ENTERPRISE, INC. FOR THE PURCHASE OF EIGHTY (80) TASERS IN THE AMOUNT OF FORTY-EIGHT THOUSAND TWO-HUNDRED FORTY-SIX DOLLARS AND FIFTY-ONE CENTS (\$48,246.51); AND FOR OTHER PURPOSES.

WHEREAS, the Bentonville Police Department needs to purchase eighty (80) Tasers.

WHEREAS, the waiver of bid request is based on Axon serving as the sole-source provider of TASER products, with no equivalent retailers or alternatives available.

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 Axon Enterprise, Inc. for the purchase of eighty (80) tasers in the amount of Forty-Eight Thousand Two-Hundred Forty-Six Dollars and Fifty-One Cents (\$48,246.51).

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 eighty (80) tasers.

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:	5/12/2026	Submitted By:	Dennis Hayes
Phone:	479-271-3127	For Department(s):	All Departments
Email:	dhayes@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 Entering into an Agreement with SHI for Renewal of Solarwinds Service Desk Software
Action Recommendation & Justification:	A Resolution authorizing the Mayor and City Clerk to enter into a three-year agreement with Software House International for the purchase of SolarWinds Service Desk to support the City's IT service desk management. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	This establishes a fixed unit cost per agent license for the duration of the three-year term. Annual expenditures are based on the number of agent licenses used each year, depending on operational needs. Annual costs may vary, but the per-agent license pricing will remain fixed throughout the agreement term. Funding will be subject to annual budget approval. This purchase is from State Contract in participation with NASPO Contract # CTR060028, Participating Addendum #4600052437.
Amount for Approval:	\$ 81,655.08 estimated total

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):

No Budget adjustment required

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

www.bentonvillear.com

Please Recycle!

City Council Memo: SolarWinds Service Desk Agreement

IT Department Request for Three-Year Agreement with SHI

Memo

From: Dennis Hayes, IT Director

To: City Mayor, City Council, Purchasing Department, Legal Department

Date: 4/30/2026

Background

The City IT Department has utilized SolarWinds Service Desk since 2020 as its centralized IT service management platform. The system is used by all departments to submit service requests and report technical issues. It enables the IT Department to track, manage, and respond to service tickets, as well as to manage incidents, workflows, and service delivery across the organization.

Proposal

The IT Department is requesting approval to enter into a three-year agreement with Software House International (SHI) for continued use of SolarWinds Service Desk. This purchase will be made through the NASPO ValuePoint cooperative purchasing contract. The agreement allows payment made per year.

The proposed agreement establishes a fixed unit cost per agent license for the duration of the three-year term. While the number of licenses may increase or decrease annually based on operational needs, the per-unit pricing will remain unchanged. This structure allows the City to scale usage as needed while maintaining predictable pricing.

Financial Impact

Annual costs will vary depending on the number of agent licenses utilized each year. Funding for this agreement will be included in the IT Department's annual budget and is subject to annual appropriation.

Recommendation

Staff recommends approval of the three-year agreement to ensure continued use of a critical, enterprise-wide system while securing fixed pricing for the term of the contract.



Pricing Proposal
Quotation #: 27460406
Created On: 4/27/2026
Valid Until: 4/28/2026

AR-City of Bentonville

Jeremy Crowder

117 West Central
City Hall
Bentonville, AR 72712
United States
Phone: (479) 271-5951
Email: jcrowder@bentonvillear.com

Inside Account Manager

Will Hughes

290 Davidson Ave
Somerset, NJ, 08873
Phone: 732-507-1361
Email: Will_Hughes@SHI.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	Premier Service Agent Users - Subscription ITSM (1-49 Units) (1Y) SolarWinds - Part#: 1231002-A Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: 4600052437 Serial #: Serial #: SW22672824 Note: Year 1	18	\$976.59	\$17,578.62
2	Premier Asset Management - Subscription - Service with Co-Terminus Maintenance (expiring same day as Service Agent license) (2000-2999 Units) SolarWinds - Part#: 1231001-J Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: 4600052437 Serial #: Serial #: SW22672824 Note: Year 1	2038	\$4.73	\$9,639.74
3	Premier Service Agent Users - Subscription ITSM (1-49 Units) (1Y) SolarWinds - Part#: 1231002-A Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: 4600052437 Serial #: Serial #: SW22672824 Note: Year 2	18	\$976.59	\$17,578.62
4	Premier Asset Management - Subscription - Service with Co-Terminus Maintenance (expiring same day as Service Agent license) (2000-2999 Units) SolarWinds - Part#: 1231001-J Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028	2038	\$4.73	\$9,639.74

Subcontract #: 4600052437
Serial #: Serial #: SW22672824
Note: Year 2

5	Premier Service Agent Users - Subscription ITSM (1-49 Units) (1Y) SolarWinds - Part#: 1231002-A Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: 4600052437 Serial #: Serial #: SW22672824 Note: Year 3	18	\$976.59	\$17,578.62
6	Premier Asset Management - Subscription - Service with Co-Terminus Maintenance (expiring same day as Service Agent license) (2000-2999 Units) SolarWinds - Part#: 1231001-J Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: 4600052437 Serial #: Serial #: SW22672824 Note: Year 3	2038	\$4.73	\$9,639.74
			Total	\$81,655.08

Additional Comments

Solarwinds has a no returns policy.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

Terms on attached Word Document:

SolarWinds Channel End User Terms: Subscription License Term commitment to be billed annually at the anniversary date for a total commitment value captured in the quote's billing schedule. Prior to each anniversary date of the Subscription License Term, SolarWinds will reach out to collect your annual purchase order if one is not provided for the full value at time of purchase. You are solely responsible for managing Your end user customer's payment obligations to You.

Reseller represents and warrants that Reseller shall either: i) cause the End User to agree to be bound by all terms and conditions of the End User Agreement located at <https://www.solarwinds.com/legal/eula> or <https://www.solarwinds.com/legal/software-servicesagreement>

(for SaaS products) to the extent consistent with U.S. Federal law, or ii) if Reseller is contracting with a higher tier subcontractor or prime contractor in support of a prime contract with End User, Reseller shall cause the higher tier subcontractor and/or prime contractor to require the End User receiving the SolarWinds Software, Maintenance, upgrades, training, and support to agree to all terms and conditions in the End User Agreement.

Subscription Commercial Specific Terms: Notwithstanding anything to the contrary set forth in the EULA, You may terminate Your Subscription Term License committed by You under an Order by providing SolarWinds with at least ninety (90) days written notice of termination prior to the end of the then-current annual period of the Subscription Term License. However, You understand and acknowledge that if You elect to terminate early in accordance with the preceding sentence, (a) any such termination shall only apply to any subsequent annual period(s) left on the committed Subscription Term License (and not the annual period in which You terminate, for which you remain fully responsible), and (b) You remain responsible for payment of twenty percent (20%) of the balance of Fees due for the remainder of the committed Subscription Term License.

For any Quotation containing Network Automation Manager (NAM) the following Terms and Conditions Shall also Apply: Customer agrees to monitor only the number of nodes purchased as indicated on the Carahsoft Quote provided and only in accordance with the currently documented Scalability Engine Guidelines for SolarWinds Orion Products found at:

https://support.solarwinds.com/Customer_Success - Customer understands and agrees that if customer exceeds the documented guidelines it will be at customer's own risk and SolarWinds disclaims all liability related to customer's use outside of the documented guidelines.

By purchasing year 1, customer commits to the following schedule:

Year 1 payment: \$27,218.36

Year 2 payment: \$27,218.36

Year 3 payment: \$27,218.36

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH SOFTWARE HOUSE INTERNATIONAL, IN THE ESTIMATED TOTAL AMOUNT OF EIGHTY-ONE THOUSAND SIX HUNDRED FIFTY-FIVE DOLLARS AND EIGHT CENTS (\$81,655.08), FOR THE PURCHASE OF SOLARWINDS SERVICE DESK TO SUPPORT THE CITY'S IT SERVICE DESK; AND FOR OTHER PURPOSES.

WHEREAS, this agreement for software is in participation with NASPO Contract #CTR060028 (Participating Addendum #4600052437) which is compliant with the City's purchasing policy;

WHEREAS, this software is needed to support the City's IT service desk; and

WHEREAS, no budget adjustment is necessary.

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

Section 1: The Mayor and City Clerk are authorized to enter into an agreement with Software House International, for the purchase of SolarWinds service desk support, in the estimated total amount of eighty-one thousand six hundred fifty-five dollars and eight cents (\$81,655.08);

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

Section 3 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, 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:	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 (VAC26-0025)
Action Recommendation & Justification:	Public Hearing and approval of an Ordinance vacating 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

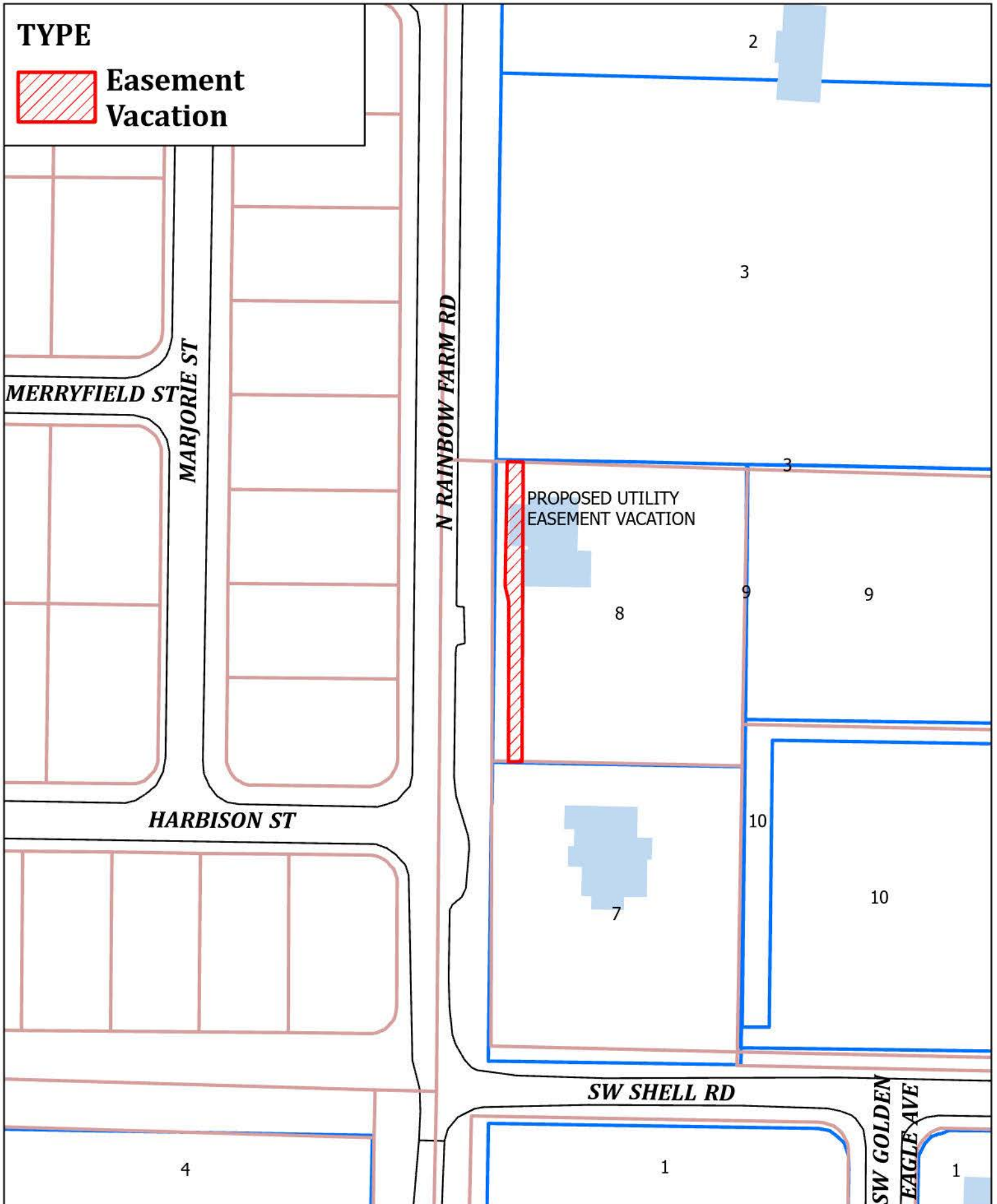
City Hall

305 SW A Street Bentonville, AR 72712

TYPE



**Easement
Vacation**



VAC26-0025
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 (VAC26-0025).**

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 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, 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 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.

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:	Shelli Kerr
Phone:	479-271-6822	For Department(s):	Planning
Email:	skerr@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Ordinance Updating Zoning and Development Code References
Action Recommendation & Justification:	An Ordinance updating references in the Bentonville Municipal Code to Appendix A Zoning Code and Appendix B Land Development Code that were repealed and replaced with the Bentonville Community Code on April 14, 2026. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	References will be updated to the sections in the newly adopted code.
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

ORDINANCE NO. _____

**A ORDINANCE AMENDING THE BENTONVILLE MUNICIPAL CODE
TO UPDATE REFERENCES TO APPENDIX A ZONING CODE AND
APPENDIX B LAND DEVELOPMENT CODE, RECENTLY REPEALED
AND REPLACED WITH THE BENTONVILLE COMMUNITY CODE;
AND FOR OTHER PURPOSES.**

WHEREAS, City Council has adopted the Bentonville Community Code which repealed Appendix A Zoning Code and Appendix B Land Development Code, and

WHEREAS, the appendices are referenced in multiple sections in the Bentonville Municipal Code and should be updated with correct code references.

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

Section 1: That Bentonville Municipal Code should be and is hereby amended with *Exhibit A: Appendix A & B Code References*, three copies of which are on file with the City Clerk and which is hereby adopted by reference as though it were copied herein fully;

Section 2: That Bentonville Municipal Code, Ch. 106 should be and is hereby deleted;

Section 3: That in the Bentonville Municipal Code, the term “Land Development Code” should be and is hereby replaced with “Ch. 50 Bentonville Community Code”;

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

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

PASSED and APPROVED this _____ day of _____, 2026.

APPROVED:

Stephanie Orman, Mayor

ATTEST:

Malorie Marrs, City Clerk

Exhibit A

Appendix A & B Code References

Underlined text to be added, strikethrough text to be deleted

ART. 18-IV BUSINESS REGISTRY

Sec 18-403 Applicability

The provisions of this Article shall apply to the following entities with a physical location in Bentonville:

- (a) businesses, institutions, corporations, LLCs, LLPs, partnerships, sole proprietorships;
- (b) non-profit associations or corporations;
- (c) individuals;
- (d) ~~home-based occupations classified as a Type B in the Zoning Code~~ accessory commercial home occupations that involve employees who do not reside on the premises and customers visit the site;
- (e) non-governmental entities in any trade, service or occupation that operates out of a physical address within the Bentonville city limits.

Sec 18-404 Exemptions from Business Registry

The following persons, entities or establishments are exempt from the business registry requirement:

- (a) Persons under eighteen years of age;
- (b) Persons engaged in fundraising drives or enterprises for the public benefit such as schools or city government;
- (c) Temporary businesses associated with festivals and special events for the time period of the festival or event;
- (d) Religious entities that do not perform other business-related functions, such as childcare or education;
- (e) ~~Home-based occupations classified as a Type A in the Zoning Code~~ Standard home occupations that involve only the residents of the household;
- (f) Entities conducting business in Bentonville but do not have a physical Bentonville location.
- (g) First Amendment, and election activities.

CH. 76 PROPERTY MAINTENANCE

Sec 76-102 Applicability

- (c) *Application of other codes.* Repairs, additions or alterations to a structure, or changes of occupancy, shall be done in accordance with the procedures and provisions of the most recently adopted building, fire, fuel gas, plumbing and mechanical codes and NFPA 70. Nothing in this code shall be construed to cancel, modify or set aside any provision of the ~~Bentonville Zoning Code or Land Development Code~~Ch. 50 Bentonville Community Code.

Sec 76-107 Means of Appeal

- (a) *General.* In order to hear and decide appeals of orders, decisions or determinations made by the code official relative to the application and interpretation of this code, shall be heard by the Board of Adjustment, as established in ~~Bentonville Municipal Code, Appendix A Zoning Code, Sec. 301.04 Board of Adjustment~~Art. 12-IV Board of Adjustment.
- (b) *Limitations of authority.* An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply or an equivalent or better form of construction is proposed. The board shall not have authority to waive requirements of this code or interpret the administration of this code.
- (c) *Qualifications.* The board of appeals shall consist of members who meet the requirements as established in ~~Bentonville Municipal Code, Appendix A Zoning Code, Sec. 301.04 Board of Adjustment~~Art. 12-IV Board of Adjustment.

Sec 76-302(h) Exterior Property Areas

- (h) *Motor vehicles.*

- (3) *Recreational vehicles.*

- (c) *Dwelling or Lodging Use.* It shall be unlawful to use a recreational vehicle, trailer, or any other vehicle. for temporary or permanent on-premises dwelling or lodging purposes, for more than seven (7) days total in any continuous twelve (12) month period, ~~unless such vehicle is approved and permitted as an accessory dwelling unit which shall comply with the Zoning Code, Sec. 601.01 Accessory Structures and Sec. 601.02 Accessory Dwelling Units.~~

Sec 76-304 Exterior Structure

- (d) *Premises identification.* Buildings shall have approved address numbers placed in a position to be plainly legible and visible from the street or road fronting the property, in compliance with ~~Bentonville Municipal Code, Appendix B, Land Development Code, Article 1600 Addressing~~Sec. 50-607 Addressing and Street Naming.



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	5/12/2026	Submitted By:	Shelli Kerr
Phone:	479-271-6822	For Department(s):	Planning
Email:	skerr@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Ordinance Updating Zoning District References in Bentonville Municipal Code
Action Recommendation & Justification:	An Ordinance updating zoning district references in the Bentonville Municipal Code to correspond to new zoning districts adopted with the Bentonville Community Code adopted on April 14, 2026. 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

www.bentonvillear.com

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Page 72 of 249

ORDINANCE NO. _____

**A ORDINANCE AMENDING THE BENTONVILLE MUNICIPAL
CODE TO UPDATE ZONING DISTRICT REFERENCES FOR
CONSISTENCY WITH THE RECENTLY ADOPTED
BENTONVILLE COMMUNITY CODE; AND FOR OTHER
PURPOSES.**

WHEREAS, City Council has adopted the Bentonville Community Code which established new zoning districts and repealed the previous zoning districts; and

WHEREAS, the previous zoning districts are referenced in multiple sections in the Bentonville Municipal Code and should be updated to the current zoning district titles.

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

Section 1: That Bentonville Municipal Code should be and is hereby amended with *Attachment A: Zoning District Updates*, three copies of which are on file with the City Clerk and which is hereby adopted by reference as though it were copied herein fully;

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

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

PASSED and APPROVED this _____ day of _____, 2026.

APPROVED:

Stephanie Orman, Mayor

ATTEST:

Malorie Marrs, City Clerk

ATTACHMENT A ZONING DISTRICT UPDATES

Underlined text to be added, strikethrough text to be deleted

CH. 6 ANIMALS

Sec 6-24 Animals At Large Prohibited

- (d) *Zoning exception.* The provisions of this section do not apply in portions of the city which are zoned ~~agricultural~~ T2.1 Rural.

Sec 6-29 Same, Not Disposing Of Defecation Prohibited

- (d) The provisions of this section do not apply in portions of the city which are zoned ~~agricultural T2.1 Rural~~ T2.1 Rural.

CH. 14 BUILDINGS AND BUILDING REGULATIONS

Sec 14-204 Revision Of Code

307.4.6 Prohibited burning of yard debris. The burning of yard debris shall be prohibited at all times.

Exception: Property that is zoned ~~agricultural or residential estate~~ T2.1 Rural and properly permitted.

Sec 14-208 Fire District

The fire district of the City of Bentonville, Arkansas, is hereby established with the adopted official fire district description and official fire district map, which may be amended from time to time, and including all property within the city limits of the City of Bentonville, Arkansas, which is not or hereafter zoned ~~industrial~~ LJ: Light Industrial or LFI: Large Formal Industrial.

CH. 38 FIRE PREVENTION AND PROTECTION

Sec 38-78 Open Burning Of Yard Debris

The open burning of yard debris is prohibited except pursuant to a properly issued burn permit in areas of the City of Bentonville, which are zoned ~~agricultural (A) or residential estate (R-E)~~ T2.1 Rural.

ART. 58-III WEAPONS

Sec 58-46 Definitions

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

~~Agricultural zone means that district, as provided for, defined and designated under chapter 106, as amended.~~

Sec 58-47 Discharging

No firearm, crossbow or bow may be discharged within the corporate limits of the city, except under the following exceptions and circumstances:

(d) By persons lawfully engaged in hunting or pest control or protection of crops, and then only under the following circumstances:

- (1) Using a shotgun employing #4 shot or above, or using a crossbow or bow;
- (2) Only in an area zoned as ~~agricultural under chapter 106~~ T2.1 Rural; and

CH. 76 PROPERTY MAINTENANCE

Sec 76-302 Exterior Property Areas

(c) *Weeds.* All premises or lawns shall be maintained to prohibit the growth of weeds and grass in excess of 8". Noxious weeds shall be prohibited. **Exception.** Weeds or grass in platted detention/retention ponds shall not exceed 10" in height. Upon failure of the owner or agent having charge of a property to cut and destroy weeds after service of a notice of violation, they shall be subject to prosecution in accordance with [Sec.76-109\(c\) Prosecution of violation](#) and as prescribed by the authority having jurisdiction. Upon failure to comply with the notice of violation, any duly authorized employee of the jurisdiction or contractor hired by the jurisdiction shall be authorized to enter upon the property in violation and cut and destroy the weeds growing thereon, and the costs of such removal shall be paid by the owner or agent responsible for the property. **Exception.** This section shall not apply to areas zoned ~~agricultural~~ T2.1 Rural and used for pastures and/or crop cultivation.

(h) *Motor vehicles.*

(3) *Recreational vehicles.*

- a. *Number allowed.* It shall be unlawful to park more than two (2) recreational vehicles or trailers on any ~~residentially zoned~~ property zoned R1, MH, T2, T3 or T4, excluding those parked in an enclosed garage or placed in the side or rear yard, if said yard is enclosed by a minimum of a six foot (6') tall opaque fence.

(4) *Commercial Vehicles.* No more than one (1) commercial vehicle per dwelling unit shall be parked or stored on ~~residentially zoned~~ property zoned R1, MH, T2, T3 or T4.

CH. 94 TRAFFIC AND VEHICLES

Sec 94-63 Large Vehicle Parking

No vehicle in excess of three tons loaded or unloaded may be parked at any time upon any street, alley, easement, right-of-way, parkway or sidewalk within the corporate limits of the city, unless engaged in loading or unloading commercial commodities pursuant to a proper bill of lading or other documents located on board the vehicle evidencing said purpose and thence only between the hours of 7:00 a.m. and 9:00 p.m. in ~~any residential zone~~ R1, MH, T2, T3 and T4 zoning districts.

Sec 94-163 On-Street Parking

- (a) *Commercial Vehicles*. It shall be unlawful for any person to park or store commercial vehicles, as defined herein, within any public right-of-way in or abutting ana residential zone R1, MH, T2, T3 or T4 zoning district ~~or within a public right-of-way abutting a residential zone~~ between the hours of 10 pm and 7 am.



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	5/12/2026	Submitted By:	Shelli Kerr
Phone:	479-271-6822	For Department(s):	Planning
Email:	skerr@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Ordinance Relocating Certain Code Sections in Municode
Action Recommendation & Justification:	An Ordinance to relocate certain sections in Appendix A Zoning Code and Appendix B Land Development Code that were repealed and replaced with the Bentonville Community Code on April 14, 2026. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	Certain regulations (hobby chickens, beekeeping, stormwater runoff, and unattended donation boxes) were not carried over into the new Community Code but are still applicable and should be reinserted into the appropriate sections of the city code. The ordinance also changes the number of hobby chickens allowed from four to six in alignment with Ark. Code Ann. §5-62-121.
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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ORDINANCE NO. _____

**AN ORDINANCE AMENDING THE BENTONVILLE MUNICIPAL CODE
TO RELOCATE CERTAIN PROVISIONS FROM FORMER APPENDIX A
(ZONING CODE) AND APPENDIX B (LAND DEVELOPMENT CODE)
THAT ARE NOT INCLUDED IN THE RECENTLY ADOPTED
BENTONVILLE COMMUNITY CODE; AND FOR OTHER PURPOSES.**

WHEREAS, City Council adopted Chapter 50 Bentonville Community Code on April 14, 2026 and repealed Appendix A Zoning Code and Appendix B Land Development Code; and

WHEREAS, several provisions from the former codes remain necessary but were not included in the new Bentonville Community Code.

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

Section 1: Bentonville Municipal Code should be and is hereby amended with *Exhibit A: Ch. 6 Animal Amendment*, 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: Bentonville Municipal Code should be and is hereby amended by moving Appendix A, Sec. 601.34 Unattended Donation Boxes to Article 78 Secondhand Goods as Art. 78-IV;

Section 3: Bentonville Municipal Code should be and is hereby amended by moving Appendix B, Sec. 1100.08 (d) Stormwater run-off for impervious areas to Article 34-IV Stormwater Drainage Control Standards as Sec. 34-82;

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;

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;

Section 6: That this Ordinance shall be in full force and effect from and after the date the Bentonville Community Code becomes effective.

PASSED and APPROVED this _____ day of _____, 2026.

APPROVED:

Stephanie Orman, Mayor

ATTEST:

Malorie Marrs, City Clerk

ATTACHMENT A
CH. 6 ANIMALS AMENDMENT

Underlined text to be added, strikethrough text to be deleted.

CHAPTER 6 ANIMALS AND INSECTS

ART 6-III LIVESTOCK, FOWL, AND OTHER ANIMALS

Sec 6-77 Hobby Chickens

(a) Hobby chickens shall be allowed subject to the following regulations:

- (1) *Number permitted.* No more than six (6) hens shall be allowed for each single-family dwelling. No hobby chickens shall be allowed in multi-family complexes.
- (2) *Roosters prohibited.* No roosters shall be allowed.
- (3) *Slaughter.* There shall be no outside slaughtering of birds.
- (4) *Placement of enclosures.* All hen enclosures shall be located in a rear or side yard and placed at least 25 feet from neighboring dwellings .
- (5) *Condition of enclosures.* All enclosures must be kept in a neat and sanitary condition at all times and must be cleaned on a regular basis so as to prevent offensive odor.
- (6) *Food containers.* All food used for chickens shall be kept in a suitable container with a tight-fitting cover so as to be inaccessible to rodents.
- (7) *Exemptions.* These regulations are not intended to apply to indoor birds kept as pets, such as, but not limited to, parrots or parakeets, nor the lawful transportation of fowl through the corporate limits of the city. Neither shall they apply to poultry kept in areas of the City zoned A-1 or T 2.1 Rural.

ART 6-IV APICULTURE (BEEKEEPING)

Beekeeping shall be allowed subject to the following regulations:

(a) *Number permitted.* It shall be unlawful to keep more than the following number of colonies on any lot within the city, based upon the size or configuration of the lot on which the apiary is situated.

- (1) *One quarter acre or less lot size—One colony.*
- (2) *More than one-quarter acre, but less than one-half acre, lot size—Two colonies.*
- (3) *More than one-half acre, but less than one acre, lot size—Three colonies.*
- (4) *One acre or larger lot size—Four colonies.*

- (5) Regardless of lot size, where all hives are situated at least 200 feet in any direction from all property lines of the lot on which the apiary is situated, there shall be no limit to the number of colonies.
- (6) Regardless of lot size, so long as all property other than the lot upon which the hives are situated, that is within a radius of at least 200 feet from any hive, remains undeveloped property, there shall be no limit to the number of colonies.
- (b) *Registration required.* All bee colonies shall be registered with the Arkansas State Plant Board and maintain an active certificate of inspection from such Board.
- (c) *Africanized honeybees prohibited.* Africanized honeybees shall not be permitted.
- (d) *Fencing of flyways.* In each instance in which any colony is situated within 25 feet of a public or private property line of the lot upon which the apiary is situated, as measured from the nearest point on the hive to the property line, the beekeeper shall establish and maintain a flyway barrier at least 6 feet in height consisting of a solid wall, fence, dense vegetation or combination thereof that is parallel to the property line and extends 10 feet beyond the colony in each direction so that all bees are forced to fly at an elevation of at least 6 feet above ground level over the property lines in the vicinity of the apiary.
- (e) *Water.* Each beekeeper shall ensure that a convenient source of water is available to the bees at all times during the year so that the bees will not congregate at swimming pools, pet watering bowls, bird baths or other water sources where they may cause human, bird or domestic pet contact.



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	5/12/2026	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:	Ordinance Establishing Fees for the Bentonville Community Code
Action Recommendation & Justification:	An Ordinance approving the proposed fee schedule associated with the Bentonville Community Code. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	The updated fee schedule aligns application fees with the City's revised development project types and processes, reflects the level of staff review required, and ensures a fair and predictable framework for applicants.
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



To: Bentonville City Council
From: Tyler Overstreet, Planning Director
Date: May 12, 2026
Subject: Ordinance Establishing Planning Department Fees for 2026

Recommendation

Staff recommends approval of the proposed fee schedule associated with the Bentonville Community Code. The updated fee schedule aligns application fees with the City's revised development project types and processes, reflects the level of staff review required, and ensures a fair and predictable framework for applicants.

Summary of Key Changes

1. Alignment with the Bentonville Community Code

The fee schedule has been restructured to align directly with the updated development processes established in the Bentonville Community Code. Fee types now correspond to the Code's defined project categories—such as small-scale development (SSD), large-scale development (LSD), subdivisions, and administrative actions—creating a clear relationship between application type and fee.

2. Complexity-Based Fee Structure

The updated schedule uses project type and development phasing as a proxy for complexity. Distinctions between small-scale and large-scale development, as well as the number of phases in a project, allow fees to better reflect the level of staff review, coordination, and technical analysis required.

3. Targeted Adjustments for Higher-Impact Reviews

While the overall fee structure remains similar to the City's current schedule, additional nuance has been introduced for scenarios that require more intensive review. This includes distinctions such as:

- Standard Review (SR) vs. Enhanced Review (ER) for rezonings
- Requests submitted pre- or post-violation for variances and waivers
- Multi-phased developments requiring ongoing coordination



These refinements ensure that fees more accurately correspond to staff time and project complexity without broadly increasing costs.

4. Simplification and Consolidation

The number of individual fee categories has been reduced from 21 to 17. This consolidation simplifies the schedule, improves usability for applicants, and reduces administrative complexity while maintaining the necessary distinctions between project types.

5. Maintaining Competitiveness and Predictability

The revised fee schedule was developed to remain generally consistent with existing fee levels and comparable peer communities. The intent is not to increase overall cost, nor to be the most expensive of the region's communities, but to create a more predictable, transparent, and equitable system that aligns with how projects are reviewed today.

Conclusion

The proposed fee schedule is a necessary implementation step following adoption of the Bentonville Community Code. It modernizes the City's approach, aligns fees with current processes, and supports efficient and predictable development review. Approval of this ordinance will ensure the City is well-positioned to implement the Code effectively and continue providing a high level of service to the development community.

Respectfully,

Tyler Overstreet, AICP
Bentonville Planning

Planning Fees Overview

A comparison to other cities within the region and recommended actions for the Bentonville Community Code

Background and Context

- The City's Fee Schedule for Planning, Building Inspection, and Fire Fees was last updated on February 13, 2018.
- With the adoption of the UDC, we need to update our fee schedule to reflect new project types and in the spirit of the rest of the Code, simplify the fee structure.

Planning Fee Schedule

- There is an opportunity to consolidate and simplify the fee schedule, concurrent with the new Bentonville Community Code.
 - The current fee schedule has 21 separate permit types
- Comparison Cities: Springdale, Rogers, and Fayetteville
- Rogers recently completed a new development code and updated their fee based upon the total compensation per hour times the number of average hours to review and administer each application type.
- Fayetteville completed a Cost Recovery Study and brought forward a fee increase equal to 1/3 of the increase amount recommended in the study earlier this year.

Fee Type Comparison and Equivalency

Bentonville	Springdale	Rogers	Fayetteville
Large-Scale Development (LSD) 0-4,999 sq. ft.	Large Scale Development Plan	Site Development Plan	Nonresidential <= 5,000 sq. ft.
LSD 5,000 sq. ft. or more			Nonresidential > 5,000 sq. ft.
LSD 29 or less residential units			25 or less residential units
LSD 30 or more residential units			26 or more residential units
Conditional Use Permit	Conditional Use	N/A	Conditional Use
Preliminary Plat Non-Residential	Preliminary Plat	Preliminary Plat	Preliminary Plat Non-Residential
Preliminary Plat <29 units			<25 unit Preliminary Plat
Preliminary Plat >30 units			>25 unit Preliminary Plat

Fee Comparison

Fee Type	Bentonville	Springdale	Rogers	Fayetteville*
Large-Scale Development (LSD) 0-4,999 sq. ft.	\$400	\$500	\$500.00 per acre or fraction thereof, not to exceed \$5,000.00	\$1033/\$1500
LSD 5,000 sq. ft. or more	\$800			\$1583/\$2500
LSD 29 or less residential units	\$400			\$983/\$1500
LSD 30 or more residential units	\$800			\$1583/\$2500
Conditional Use Permit	\$150	\$75	N/A	\$400/\$800
Preliminary Plat Non-Residential	\$800	\$500	\$500	\$800/\$2000
Preliminary Plat <29 units	\$400			\$933/\$2000
Preliminary Plat >30 units	\$800			\$1367/\$2500

Fee Type Comparison and Equivalency

Bentonville	Springdale	Rogers	Fayetteville
Final Plat - Nonresidential	Final Plat	Final Plat	Final Plat - Nonresidential
Final Plat – Residential 29 lots or less			Final Plat – Residential 29 lots or less
Final Plat – Residential 30 lots or more			Final Plat – Residential 30 lots or more
Incidental Subdivision	Informal Plat	N/A	Lot Split/Property Line Adjustment
Planned Development (PRD/PUD)	N/A		Planned Development (PZD) <1 acre
	N/A		PZD >1 acre
Rezoning	Rezoning	Rezoning	Rezoning <1 acre
			Rezoning >1 acre

Fee Comparison

Fee Type	Bentonville	Springdale	Rogers	Fayetteville*
Final Plat - Nonresidential	\$800	\$50 / phase & \$1 for each lot over 50	\$500.00 per acre or fraction thereof, not to exceed \$5,000.00, plus \$10.00 per lot	\$800/\$2000
Final Plat – Residential 29 lots or less	\$400			\$933/\$2000
Final Plat – Residential 30 lots or more	\$800			\$1367/\$2500
Incidental Subdivision	\$150			\$400/\$800
Planned Development (PZD) <1 acre	\$350	N/A	N/A	\$667/\$2000
PZD >1 acre		N/A	N/A	\$833/\$2500
Rezoning <1 acre	\$350	\$175	\$500.00 per acre or fraction thereof, not to exceed \$5,000.00	\$517/\$900
Rezoning >1 acre				\$617/\$1200

Fee Type Comparison and Equivalency

Bentonville	Springdale	Rogers	Fayetteville
Variance	Variance	Variance	Variance – Before Violation
			Variance – After Violation
Vacation	Vacation	Vacation	Vacation – ROW
			Vacation – Easement
			Vacation – Tree Preservation
Waiver	N/A	Administrative Adjustment	Administrative Appeal
N/A	N/A	Resubmittal Fee	N/A
Outdoor Vendor Permits, Sign Permits, Fence Permits, etc.	N/A	Development Permit	Mobile Vendor, Sign Permit, etc.

Fee Comparison

Fee Type	Bentonville	Springdale	Rogers	Fayetteville*
Variance – Before Violation	\$150	\$75	\$500	\$233/\$800
Variance – After Violation				\$467/\$1500
Vacation – ROW	\$125	N/A	\$500	\$433/\$900
Vacation – Easement				\$367/\$700
Vacation – Tree Preservation				\$633/\$1500
Waiver	\$125		\$500	Up to \$333/\$1000
Development Permit	Depends on Misc. Permit Type	Depends on Misc. Permit Type	\$250	Depends on Permit Type
Resubmittal Fee	N/A	N/A	50% of the application filing fee, doubling with each subsequent resubmittal	N/A

Recommendations from Last Time

- Amend the Fee Types in accordance with the new project types in the Bentonville Community Code (UDC)
- Determine a proxy for development complexity (acreage vs. project type/size)
- Calculate fee amount based upon the total compensation per hour times the number of average hours to review and administer each application type OR
- Calculate based on the average of the fees studied OR
- Undertake Fee Study (Estimated at \$30,000 cost)

Actions

- Amended the Fee Types in accordance with the new project types in the Bentonville Community Code (UDC)
- Utilized the project types (LSD vs. SSD) and the number of phases as a proxy for development complexity
- Kept the fees at a similar level to today's fees, only adding nuance for situations that may take additional staff time and complexity, such as SR vs. ER for rezonings, pre- or post-violation for Variances and Waivers, and multi-phased developments.
- 21 fees consolidated to 17

Fee Comparison Old vs. New

Fee Type (Old)	Fee Amount	Fee Type (New)	Fee Amount	Justification
Large-Scale Development (LSD) 0-4,999 sq. ft.	\$400	Small-Scale Development	\$400/phase	Consolidated Fees to SSD and LSD based on project type. Complexity instead based on number of phases.
LSD 5,000 sq. ft. or more	\$800	Large-Scale Development	\$800/phase	
LSD 29 or less residential units	\$400	N/A	N/A	
LSD 30 or more residential units	\$800	N/A	N/A	
N/A	N/A	Campus Development Plan	\$400/phase	New project type for institutional and corporate campus style development.
Conditional Use Permit	\$150	Temporary Use Permit	\$150	No change.
Preliminary Plat Non-Residential	\$800	Preliminary Plat	\$800/phase	Simplified Preliminary Plats to one fee. Fee complexity based on the number of phases.
Preliminary Plat <29 units	\$400			
Preliminary Plat >30 units	\$800			

Fee Comparison Old vs. New

Fee Type (Old)	Fee Amount	Fee Type (New)	Fee Amount	Justification
Final Plat - Nonresidential	\$800	Final Plat	\$400/phase	Simplified Final Plats to one fee. Fee complexity based on the number of phases.
Final Plat – Residential 29 lots or less	\$400			
Final Plat – Residential 30 lots or more	\$800			
Incidental Subdivision	\$150	Minor Subdivision	\$150	No change.
Planned Development (PRD/PUD)	\$350	Removed	Removed	No longer in Code.
Rezoning	\$350	Rezoning (SR)	\$350	Based fee on complexity of review (SR vs. ER)
		Rezoning (ER)	\$500	

Fee Comparison Old vs. New

Fee Type (Old)	Fee Amount	Fee Type (New)	Fee Amount	Justification
Variance	\$150	Variance (Before Violation)	\$150	No Change
		Variance (After Violation)	\$300	Reflects additional time and complexity in navigating a variance case post-violation
Vacation	\$125	Vacation	\$150	Consistency with Variance fee, which is also a public hearing.
Waiver	\$125	Waiver (Before Violation)	\$150	Consistency with Variance fee.
		Waiver (After Violation)	\$300	Reflects additional time and complexity in navigating a waiver case post-violation
Outdoor Vendor Permit	\$150	Outdoor Vendor Permit	\$150	No change
Sign Permit	\$25 + \$.75/sf	Sign Permit	\$25 + \$.75/sf	No change

User Fees Overview

A comparison to other cities within the region and recommended actions for the Bentonville Community Code

PROPOSED FEE SCHEDULE

Planning Applications



Development

Large-Scale Development \$800/phase

Small-Scale Development \$400/phase

Campus Development Plan \$400/phase

Preliminary Plat \$800/phase

Final Plat \$400/phase

Minor Subdivision \$150

Waiver

Before Violation \$150

After Violation \$300

Zoning & Land Use

Rezoning

Standard Review \$350

Enhanced Review \$500

Board of Adjustment (variance, appeal)

Before Violation \$150

After Violation \$300

Vacation

\$150

Permits

Temporary use permit \$150

Encroachment Permit \$150

Outdoor vendor permit \$150

\$25 +

Sign permit \$.75/sf

ORDINANCE NO. _____

**AN ORDINANCE ESTABLISHING FEES FOR THE BENTONVILLE
COMMUNITY CODE; AND FOR OTHER PURPOSES.**

WHEREAS, the Bentonville Planning Department requests to establish fees for the implementation of the Bentonville Community Code for 2026; and

WHEREAS, the proposed fee structure simplifies and consolidates fees, introduces nuance for scenarios with more intensive review, and aligns the fee schedule with the project types of the Bentonville Community Code.

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

Section 1: The Bentonville Planning Department 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 changes shown in yellow;

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 from and after the date the Bentonville Community Code becomes effective.

PASSED and APPROVED this ____ day of _____, 2026.

APPROVED:

Stephanie Orman, Mayor

ATTEST:

Malorie Marrs, City Clerk

EXHIBIT A: Fee Schedule Update

	ITEM	CATEGORY	CURRENT			PROPOSED			DESCRIPTION
			UNIT	FEE	ORD. #	UNIT	FEE	% Δ	
Planning	Large Scale Development < 5000 SF	Eliminate	EA	\$400.00	2018-36				Consolidated to Small-Scale Development
Planning	Large Scale Development >= 5000 SF	Eliminate	EA	\$800.00	2018-36				Consolidated to Large-Scale Development
Planning	Large Scale Development Residential of 25 units or less	Eliminate	EA	\$400.00	2018-36				Consolidated to Small-Scale Development
Planning	Large Scale Development Residential of 26 units or more	Eliminate	EA	\$800.00	2018-36				Consolidated to Large-Scale Development
Planning	Large-Scale Development	New				per phase	\$800.00		
Planning	Small-Scale Development	New				per phase	\$400.00		
Planning	Preliminary Plat Non-Residential	Eliminate	EA	\$800.00	2018-36				Consolidated to Preliminary Plat
Planning	Preliminary Plat Residential of 29 units or less	Eliminate	EA	\$400.00	2018-36				
Planning	Preliminary Residential of 30 units or more	Eliminate	EA	\$800.00	2018-36				
Planning	Preliminary Plat	New				per phase	\$800.00		
Planning	Rezoning	Eliminate	EA	\$350.00	2018-36				Split between level of complexity SR vs. ER.
Planning	Rezoning (Standard Review)	New				EA	\$350.00		
Planning	Rezoning (Enhanced Review)	New				EA	\$500.00		
Planning	Board of Adjustment/Variance	Eliminate	EA	\$150.00	2018-36				Split between pre-violation and post-violation fee structures.
Planning	Board of Adjustment before violation	New				EA	\$150.00		
Planning	Board of Adjustment after violation	New				EA	\$300.00		
Planning	Conditional Use	Eliminate	EA	\$150.00	2018-36				Replaced with Temporary Use Permit
Planning	Temporary Use Permit	New				EA	\$150.00		
Planning	Final Plat Non-Residential	Eliminate	EA	\$800.00	2018-36				Consolidated to Final Plat
Planning	Final Plat Residential of 29 units or less	Eliminate	EA	\$400.00	2018-36				
Planning	Final Plat Residential of 30 units or more	Eliminate	EA	\$800.00	2018-36				
Planning	Final Plat	New				per phase	\$400.00		
Planning	Encroachment Permit	New				EA	\$150.00		New permit type in Code to allow overhangs or projects in easements or rights-of-way.
Planning	Vacation - Alley/Easements	Change	EA	\$125.00	2018-36	EA	\$150.00	20.00%	Consistency with Variance public hearing applications with similar publication requirements.
Planning	Outdoor Vending Permit	No Change	EA	\$125.00	2018-36				
Planning	Incidental Subdivision	Eliminate	EA	\$150.00	2018-36				Name Change to Minor Subdivision
Planning	Minor Subdivision	New				EA	\$150.00		
Planning	Planned Unit Development/Planned Residential Development	Eliminate	EA	\$350.00	2018-36				
Planning	Campus Development Plan	New				per phase	\$400.00		New project type in the Community Code.

EXHIBIT A: Fee Schedule Update

	ITEM	CATEGORY	CURRENT			PROPOSED			DESCRIPTION
			UNIT	FEE	ORD. #	UNIT	FEE	% Δ	
Planning	Residential Child Care Conditional Use Permit	Eliminate	EA	\$125.00	2018-36				
Planning	Waiver	Eliminate	EA	\$125.00	2018-36				
Planning	Waiver before violation	New				EA	\$150.00		
Planning	Waiver after violation	New				EA	\$300.00		



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	5/12/2026	Submitted By:	Baylea Birchfield
Phone:	(479) 271-3122	For Department(s):	Planning
Email:	baylea.birchfield@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 Repealing Municipal Code Section 82-86 - Roller Skates, Roller Blades & Skateboards
Action Recommendation & Justification:	An Ordinance repealing Bentonville Municipal Code Sec. 82-86 Roller Skates, Roller Blades and Skateboards prohibited. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	This section is being amended to reflect that certain departments, such as Parks and Recreation and the Library, establish and manage their own policies related to skating restrictions.
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

ORDINANCE NO. _____

**AN ORDINANCE REPEALING BENTONVILLE MUNICIPAL
CODE SEC. 82-86 ROLLER SKATES, ROLLER BLADES AND
SKATEBOARDS PROHIBITED; AND FOR OTHER PURPOSES.**

WHEREAS, the City of Bentonville maintains regulations governing activities within public rights-of-way and sidewalks;

WHEREAS, Bentonville Municipal Code currently establishes restrictions related to skating and similar activities on sidewalks in Sec. 82-86; and

WHEREAS, the City Council has determined that Sec. 82-86 is no longer necessary and should be removed from the City Code.

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

Section 1: Bentonville Municipal Code Sec. 82-86 Roller Skates, Roller Blades and Skateboards Prohibited should be and is hereby repealed;

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

Section 3 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or parts thereof in conflict with this Ordinance are hereby repealed.

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:	5/12/2026	Submitted By:	Shelli Kerr
Phone:	479-271-6822	For Department(s):	Planning
Email:	shelli.kerr@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 the Loan of 12 Artworks for Display at the Adult Recreation Center
Action Recommendation & Justification:	A Resolution authorizing the Mayor and City Clerk to enter into an agreement accepting the loan of twelve (12) artworks from OZ Art for display at the Adult Recreation Center at no cost to the city. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	The artwork is recommended for approval from the Public Art Advisory Board and the Parks and Recreation Advisory Board.
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

MEMO



To: Mayor Stephanie Orman and Bentonville City Council
From: Shelli Kerr, AICP, Comprehensive Planning Manager
On behalf of: Bentonville Public Art Advisory Board
CC date: May 12, 2026
RE: **Artwork for Adult Recreation Center**

Request. A resolution accepting a loan of twelve (12) artworks from OZ Art for display on public property in the Adult Recreation Center at no cost to the City.

Description of Artwork. The artwork includes landscapes by the following artists:

- 4 framed photographs of Arkansas landscapes by Arkansas artist Tim Ernst
- 6 framed watercolor paintings of barns by Arkansas artist George Dombek
- 2 oil paintings of landscapes by Canada artist Monica Tap

Tim Ernst is known as Arkansas's wilderness photographer. He has spent much of his life exploring the Ozark Mountains - hiking, driving, and documenting the landscape through photography. His work has appeared in hundreds of national, regional, and local publications. Today, he also teaches digital photography workshops in the Buffalo River wilderness.

George Dombek was born in Paris, Arkansas, the son of a coal miner. He became interested in art at age seventeen but initially pursued architecture before returning to painting and earning a master's degree. He has devoted his career to painting, particularly watercolor. Today, the public can visit Dombek's studio and gallery in Fayetteville.

Monica Tap was born in Canada. She uses landscape to explore questions of time and history, technology, and memory. Her paintings are composed of layered fragments—drawing from art history, personal snapshots, color studies, and memory—each functioning as both an invention and a response to place. Her work often examines how landscape can trigger memory, and how painting itself reflects and reshapes our understanding of nature.

Display Site. These artworks will be displayed in the Adult Recreation Center.

Display Period. These artworks will be loaned to the city for a period of one (1) year with the option to extend the loan for a longer period upon City Council approval.

Compliance Check. The artwork is compliant with city codes and does not include advertising or obscenities.

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

Cost and Funding. OZ Art is lending the artwork to the City at no cost to the City.

Ownership. OZ Art is the owner of the artwork.

Maintenance. As the owner, OZ Art will be responsible for installation, maintenance and deinstallation.

Recommendation. Approval of the resolution.

Adult Recreation Center Artwork Loans

THIS AGREEMENT (THIS “AGREEMENT”) IS ENTERED INTO BY AND BETWEEN THE **CITY OF BENTONVILLE, ARKANSAS**, (HEREINAFTER THE “CITY”) AND **OZ ART, LLC** (HEREINAFTER “OZ ART”) FOR THE LOAN OF **TWELVE ARTWORKS** (HEREINAFTER “ARTWORK”) ON PUBLIC PROPERTY LOCATED IN THE **ADULT RECREATION CENTER, 215 SW A STREET** (HEREINAFTER “DISPLAY SITE”).

WHEREAS, the City Council of the City of Bentonville has established the importance of integrating public art into the daily lives of the citizens of Bentonville by adopting a Public Art Policy with Ordinance No. 2013 – 40 on May 14, 2013;

WHEREAS, OZ Art, LLC proposed to curate and lend Artwork for the City of Bentonville for display in the Adult Recreation Center, 215 SW A Street, Bentonville, AR 72712 at no charge to the City; and

WHEREAS, the Artwork and Display Site were approved by the Public Art Advisory Board in April 16, 2026, the Parks and Recreation Advisory Board on May 4, 2026, and the Bentonville City Council on May 12, 2026.

NOW, THEREFORE, the City and OZ Art agree as follows:

1. **Artwork.** The City and OZ Art agree to the installation and display of twelve Artworks as described in Exhibit A, at a mutually agreeable location in the Display Site. OZ Art shall present any changes to the colors or design as described and shown in Exhibit A to the City for approval prior to installation.
2. **Loan and Display Authorization.** OZ Art shall lend the Artwork to the City without charge, and the City shall allow OZ Art to display the Artwork on city-owned property, subject to the terms and conditions of this Agreement.
3. **Compensation.** The City shall not compensate OZ Art for the Artwork.
4. **Ownership.** OZ Art is the sole owner of the Artwork.
5. **Display Period.** The Artwork is approved for display for one (1) year, pending agreement of both parties to extend the loan, pursuant to City codes and policies, subject to Section 8.
6. **Installation.** OZ Art is responsible for transportation to the Display Site and installation in a mutually agreeable location at the Display Site. OZ Art shall provide the City a written description of the manner in which the Artwork will be installed, including a statement of details addressing any preparatory work which must be performed by OZ Art and City to prepare the site and timeline of installation. The City will cooperate with OZ Art in the preparation of the Display Site prior to installation. OZ Art shall have sole discretion with respect to manner of installation of the Artwork (including the nature and extent of any protective measures used to protect the Artwork) but in no case shall such protective measures obstruct traffic or impair safety. Once the Artwork is installed, it shall not be moved without the prior written consent of OZ Art. OZ Art shall notify the City when the Artwork installation is complete.
7. **Maintenance.** At all times, the maintenance of the Artwork shall be the sole responsibility of OZ Art throughout the duration of the display. Any and all costs associated with or related to the maintenance of the Artwork shall be the sole responsibility of OZ Art. However, the City will take reasonable precautions, to the extent reasonably practical based on the location of the display to protect the Artwork from fire, theft (subject to Sec. 9), mishandling, dirt, and insects while in the City’s custody. The City will provide OZ Art access to the Display Site to inspect and conduct maintenance on the Artwork promptly following request from OZ Art (but in no event, more than two (2) business days after such a request). The City will notify OZ Art if maintenance needs are discovered. OZ Art will perform such maintenance in a reasonable time and manner as agreed upon by both parties.

8. **De-Installation.** OZ Art, at their expense, shall be responsible for de-installation of Artworks from the Display Site. The City reserves the right to have the Artwork removed if it is deemed at any time to interfere with the City operations, if the Artwork creates a health or safety hazard, falls into a significant state of disrepair, or upon a vote by City Council. OZ Art reserves the right, in its sole discretion, to remove the Artwork and shall submit a written notice to the Comprehensive Planning Manager at least two weeks prior to the anticipated date of removal.
9. **Removal of Artwork and Waiver of Damages.** Should the City decide that the Artwork should be removed for one of the reasons in Section 8, the City shall ask OZ Art to remove the Artwork at Oz Art's cost. If the Artwork is not removed after a 30-day period, the City shall have the right to remove the Artwork, pursuant to city codes and policies, return it to OZ Art, and charge OZ Art for the cost of such removal and return. Payment is due thirty (30) days from the date of OZ Art's receipt of the City's request for payment. Furthermore, OZ Art agrees to leave the Display Site in the same condition as it existed when the Artwork was installed and OZ Art is responsible for making any and all necessary repairs to the Display Site in order to return it to its original state, as determined under the reasonable discretion of the City, subject to the other terms of this Agreement. **OZ ART HEREBY RELEASES THE CITY, ITS OFFICERS, AGENTS, REPRESENTATIVES, AND EMPLOYEES AND WAIVES ANY AND ALL RIGHTS TO ANY AND ALL CLAIMS FOR DAMAGES THAT OZ ART MAY HAVE WITH REGARD TO THE CITY'S REMOVAL OF THE ARTWORK DUE TO OZ ART'S FAILURE TO REMOVE THE ARTWORK AND RELATED MATERIALS, EQUIPMENT, AND ANY OTHER ITEMS ASSOCIATED AND USED IN CONJUNCTION WITH THE DISPLAY SITE AS PROVIDED IN THIS PARAGRAPH.**
10. **No Security; Assumption of Liability; and Waiver of Damages.** OZ Art acknowledges and agrees that the City will not provide any security for the Artwork, and the City shall not for any reason be liable for any lost, stolen, or damaged Artwork and the related materials, equipment and any other items associated and used in conjunction with the Artwork. **OZ ART HEREBY RELEASES THE CITY, ITS OFFICERS, AGENTS, REPRESENTATIVES, AND EMPLOYEES (THE "CITY PARTIES") AND WAIVES ANY AND ALL RIGHTS TO ANY AND ALL CLAIMS FOR DAMAGES, OR OTHERWISE, THAT OZ ART MAY HAVE WITH REGARD TO LOST, STOLEN, OR DAMAGED ARTWORK AND/OR RELATED MATERIALS, EQUIPMENT AND/OR ANY OTHER ITEMS ASSOCIATED AND/OR USED IN CONJUNCTION WITH THE ARTWORK AND/OR DISPLAY SITE.**
11. **Insurance.** Prior to the installation of the Artwork, OZ Art shall procure and maintain such comprehensive general liability insurance as will protect the Parties, and each of their respective officers, agents, employees, and subcontractors performing any of the work covered by this Agreement, from claims of damages for personal injury including accidental death, as well as from claims of property damages, which may arise from operations or work under this Agreement, whether such operations or work be by either of the Parties, or any of their respective officers, agents, employees, or subcontractors performing any of the work during the life of this Agreement. Such insurance policy shall name the City as an additional insured party and shall require a thirty (30) day cancellation notice to OZ Art. OZ Art understands that the City will not insure the Artwork and that OZ Art bears the risk of any loss or damage to the Artwork.
12. **Photographic Rights.** To the extent OZ Art has such rights, OZ Art hereby grants permission to the City to photograph and videotape and to authorize others to photograph and videotape the Artwork for any non-commercial use, including but not limited to, installation documentation, publicity of the Artwork, record keeping, and additional non-commercial purposes such as among others, educational, public relations, and promotion of the arts.
13. **Termination/Waiver of Damages.** This Agreement may, at any time, be terminated for any reason upon five (5) days' notice to the other party. Should the City terminate this Agreement, **OZ ART HEREBY RELEASES THE CITY, ITS OFFICERS, AGENTS, REPRESENTATIVES, AND EMPLOYEES, AND WAIVES ANY AND ALL RIGHTS TO, ANY AND ALL CLAIMS FOR DAMAGES, OR OTHERWISE, IT MAY HAVE WITH REGARD TO THE CITY'S TERMINATION OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ACTUAL AND/OR CONSEQUENTIAL DAMAGES.**

- 14. Indemnification.** OZ ART SHALL DEFEND, INDEMNIFY, SAVE HARMLESS, AND EXEMPT THE CITY, ITS OFFICERS, AGENTS, REPRESENTATIVES, AND EMPLOYEES FROM AND AGAINST ALL LAWSUITS, ACTIONS, LEGAL PROCEEDINGS, CLAIMS, DEMANDS, DAMAGES, COSTS, EXPENSES, AND ATTORNEYS' FEES INCIDENT TO THE OBLIGATIONS AND PROVISIONS OF THIS AGREEMENT, THE VIEWING OF ARTWORK BY THE PUBLIC, OR ANY LEGAL CLAIMS OR ACTIONS ARISING OUT OF A NEGLIGENT ACT OR OMISSION OF THE CITY, THEIR RESPECTIVE OWNERS, OFFICERS, PARTNERS, AGENTS, REPRESENTATIVES, CONTRACTORS, SUBCONTRACTORS, VOLUNTEERS, AND EMPLOYEES. This Paragraph shall survive the termination of this Agreement.
- 15. Governing Jurisdiction.** This Agreement is governed by the laws of the State of Arkansas in the Circuit Court of Benton County.
- 16. Default.** In the event a Party fails to comply with any of the provisions of this Agreement, the non-defaulting Party shall have the following remedies, in addition to its other rights and remedies:
- To immediately terminate this Agreement without any liability; and/or
 - To require the immediate cessation of installation of the Artwork.
- 17. Miscellaneous Provisions.**
- No Third-Party Beneficiaries.** Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third party beneficiaries by entering into this Agreement.
 - Assignment.** This Agreement is not assignable without the prior written consent of the other party.
 - Notices.** Any notice provided or permitted to be given under this Agreement must be in writing and may be served by electronic mail, depositing same in the United States Mail, addressed to the party to be notified or by delivering the same in person to such party via a hand-delivery service. For purposes of notice, the addresses of the parties shall be as follows:

If to OZ Art, to: OZ Art, LLC Payton Wiedner Collection Manager 203-393-5651, pwiedner@ozartnwa.com	If to City, to: City of Bentonville Shelli Kerr, AICP 305 SW A Street, Bentonville, AR 72712 479-271-6822, skerr@bentonvillear.com
---	--
 - Entire Agreement.** This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the mutual written agreement of the parties hereto.
 - Counterparts.** This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original. A separate signature will be deemed to constitute an original if properly executed.
 - Authority to Execute.** The individuals executing this Agreement on behalf of the respective parties below represent to each other that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.
 - Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns, as allowed herein.
 - Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- 18. Sovereign Immunity.** The City does not waive its sovereign immunity by entering into this Agreement, and fully retains all immunities and defenses provided by law with respect to any action based on or arising out of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective on the latest day as reflected by the signatures below.

OZ ART:

Christine Franco, Vice President
OZ Art, LLC

Date

CITY OF BENTONVILLE:

Stephanie Orman, Mayor
City of Bentonville

Date

APPROVED AS TO FORM AND LEGALITY:

Bonnie Bridges, Staff Attorney
City of Bentonville

Date

EXHIBIT A



TIM ERNST
Richland Creek Maple,
2016
Photo on canvas
30.125 x 40 x 1.375 ",
framed: 31.25 x 41.25
x 2.125 "



TIM ERNST
Maple Trees in the
mist, 2016
Photo on canvas
20.25 x 40 x 1.375 ",
framed: 21.25 x 41.25
x 2.125 "



TIM ERNST
Last Color 2013, 2016
Photo on canvas
30.125 x 59.875 x
1.375 ", framed: 31.25
x 61.125 x 2.125 "



TIM ERNST
Tea Table Rocks on
Home Valley Bluff,
Newton County,
Arkansas, 2016
Photo on canvas
24.25 x 47.875 x 1.375
", framed: 25.5 x 49.25
x 2.125 "



GEORGE DOMBEK
Grant County, 2014
Watercolor
20 x 20 ", framed:
31.25 x 31 x 1.75 "



GEORGE DOMBEK
Jackson County, 2013
Watercolor
20 x 20 ", framed:
31.125 x 31.125 x 1.75
"



GEORGE DOMBEK
Lee County, 2014
Watercolor
20 x 20 ", framed:
31.125 x 31 x 1.75 "



GEORGE DOMBEK
Ouachita County, 2014
Watercolor
20 x 20 ", framed:
31.125 x 31.125 x 1.75
"



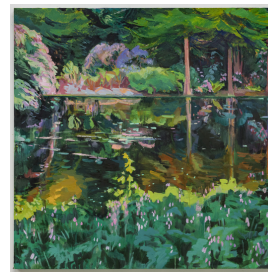
GEORGE DOMBEK
Poinsett County, 2014
 Watercolor
 20 x 20 ", framed:
 31.125 x 31.125 x 1.75
 "



GEORGE DOMBEK
Washington County,
 2015
 Watercolor
 20 x 20 ", framed:
 31.125 x 31 x 1.75 "



MONICA TAP
Charles' Tree, 2018
 Oil on canvas
 46 x 41 "



MONICA TAP
*Amnesia Garden: The
 Stars Are Out*, 2018
 Oil on canvas
 51 x 51 "



Art Recommendations

The Adult Recreation Center







1-23-2020







< RESTROOMS
< NATATORIUM
> GYMNASIUM
↗ FITNESS



CAFÉ
SUPPORT



WASHINGTON COUNTY



LAC COUNTY

RESOLUTION NO. _____

**A RESOLUTION ACCEPTING A LOAN OF TWELVE
ARTWORKS FROM OZ ART FOR DISPLAY ON PUBLIC
PROPERTY IN THE ADULT RECREATION CENTER AT NO
COST TO THE CITY; AND FOR OTHER PURPOSES**

WHEREAS, the City Council of the City of Bentonville has established the importance of integrating public art into the daily lives of the citizens of Bentonville by adopting a Public Art Policy with Ordinance No. 2013 – 40 on May 14, 2013;

WHEREAS, OZ Art NWA proposes to lend twelve (12) artworks to the City of Bentonville for display in the Adult Recreation Center; and

WHEREAS, the Public Art Advisory Board and the Parks and Recreation Advisory Board recommended approval of the artworks and display location.

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

Section 1: That the City Council of the City of Bentonville, Arkansas accepts the loan of twelve (12) artworks as shown in Exhibit A on public property in the Adult Recreation Center;

Section 2: That OZ Art NWA, owner of the artworks, will lend the artworks to the City of Bentonville for one-year at no cost to the City;

Section 3: That OZ Art NWA, owner of the artworks, will be responsible for installing, insuring, maintaining, and deinstalling all artworks;

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

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

PASSED and APPROVED this _____ day of _____, 2026.

APPROVED:

Stephanie Orman, Mayor

ATTEST:

Malorie Marrs, City Clerk



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	5/12/2026	Submitted By:	Dan Weese
Phone:	479-426-2050	For Department(s):	Transportation/ Street
Email:	dweese@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Resolution Approving Garver Amendment #2 - SE Walton & J Street Intersection
Action Recommendation & Justification:	Staff recommends approval of an amendment to Garver's contract for the SE Walton & J Street Intersection Improvements. This agreement will revise the contract scope to account for additional design work during the construction phase of the project. This will be funded by bond funds and no budget adjustment is needed.
Additional Comments for Consideration (Optional):	
Amount for Approval:	\$ 24,600.00

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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**AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES
CITY OF BENTONVILLE, ARKANSAS**

**SE Walton and SE J Street Intersection Improvements
Project No. 21T21090**

CONTRACT AMENDMENT NO. 2

This Contract Amendment No. 2 ("Amendment"), effective on the date last written below, shall amend the original contract between the City of Bentonville (CITY) and Garver, LLC (ENGINEER), dated July 29, 2021 referred to in the following paragraphs as the "Agreement."

This Amendment adds professional services for the SE Walton and SE J Street Intersection Improvement Project. In general, this Amendment contains the following:

- Additional Title II Construction Phase Services

The Agreement is hereby modified as follows:

APPENDIX B-1 – SUPPLEMENTAL SCOPE OF SERVICE

Add the following to Section 9 – Construction Phase Services of Appendix B-1 of the agreement in its entirety with the following:

9. During the construction phase of the project, Garver will provide the following additional construction phase services as described below:
 - A. Work Change Directives #1,2, 3, and 5
 - a. Revise the plans and specifications as required to change temporary or permanent signal equipment due to supply chain availability or Owner preference.
 - b. Changes avoided 6 to 8 months of project delays.
 - B. Work Change Directive #6
 - a. Provide structural design for shallow foundation pedestrian poles to avoid previously unknown utility conflicts.
 - b. Revise drainage design including approximately 160-ft. of box culverts/storm pipe on the SE corner of the intersection due to conflicts with BEUD utility that was originally anticipated to be relocated prior to construction.
 - c. Revise plans to relocate signal pole in the NE corner of the intersection to avoid utility conflicts.
 - d. Changes avoided a minimum of 3 to 6 months of utility relocation delays.
 - C. Work Change Directive #7
 - a. Revise waterline plans to accommodate drainage changes in WCD #6
 - b. Changes avoided approximately \$52,000 of waterline relocations and associated time delays.
 - D. Work Change Directive #8
 - a. Revise roadway design and plans to modify the sidewalk width from 5-ft. to 8-ft. at



the request of the Owner. The revised design requires updates to the roadway surface model, sidewalk ramp layout and grading plans, and driveway profiles.

- b. Revise signal pole location due to utility conflicts
 - c. Revise waterline design due to proximity of overhead electric pole.
- E. Work Change Directive #9
- a. Revise Firehouse Subs parking lot due to existing waterline depth.
 - b. Revisions minimized project delays and maintained viability for future waterline maintenance.
- F. Field Order #7 and 8
- a. Revise proposed curb design due to existing storm drainage pipe having a previously unknown bend that placed it in conflict. Revisions include adjusting the curb layout and grading for the west segment of J Street north of Walton Blvd.
 - b. Changes avoided several hundred feet of storm pipe replacement and the significant costs and time delays associated with it.
- G. Additional Coordination and Field Inspections
- a. Additional coordination, meetings, and contractor contract day extension negotiations due to extensive utility conflicts during construction.
 - b. Additional coordination, meetings, and contractor negotiations due to the contractor damaging existing storm pipe to be retained for use in the project.
 - c. Additional meetings and construction inspections due to asphalt pavement having to be removed and replaced due to the original asphalt placement by the contractor not meeting specification requirements for density.



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

The following project fees table that summarizes the fees contained in the original agreement and the amended fees shall replace the table contained in Appendix C:

SCHEDULE OF FEES – AMENDMENT NO. 2

Title I Service	Original Estimated Fees	Amendment No. 1 Estimated Fees	Amendment No. 2 Estimated Fees	Total Estimated Fees
Surveys	\$ 43,710.00	\$ -	\$ -	\$ 43,710.00
As-Built Surveys	\$ 11,650.00	\$ -	\$ -	\$ 11,650.00
Geotechnical Services (GHBW)	\$ -	\$ 5,500.00	\$ -	\$ 5,500.00
Conceptual Design - Roadway	\$ 24,600.00	\$ -	\$ -	\$ 24,600.00
Conceptual Design - Signalization	\$ 7,175.00	\$ -	\$ -	\$ 7,175.00
Conceptual Design - Water & Sewer	\$ 6,650.00	\$ -	\$ -	\$ 6,650.00
Preliminary Design - Roadway	\$ 48,250.00	\$ -	\$ -	\$ 48,250.00
Preliminary Design - Signalization	\$ 23,000.00	\$ -	\$ -	\$ 23,000.00
Preliminary Design - Water & Sewer Relocations	\$ 20,000.00	\$ -	\$ -	\$ 20,000.00
Final Design - Roadway	\$ 58,850.00	\$ -	\$ -	\$ 58,850.00
Final Design - Signalization	\$ 9,050.00	\$ -	\$ -	\$ 9,050.00
Final Design - Water & Sewer Relocations	\$ 29,850.00	\$ -	\$ -	\$ 29,850.00
Property Acquisition Documents	\$ 14,210.00	\$ -	\$ -	\$ 14,210.00
Value Engineering	\$ -	\$ 42,120.00	\$ -	\$ 42,120.00
Bidding Services	\$ 5,500.00	\$ 12,030.00	\$ -	\$ 17,530.00
Subtotal for Title I Service	\$ 302,495.00	\$ 59,650.00	\$ -	\$ 362,145.00
Title II Service	Original Estimated Fees	Amendment No. 1 Estimated Fees	Amendment No. 2 Estimated Fees	Total Estimated Fees
Construction Phase Services	\$ 92,000.00	\$ -	\$ 24,600.00	\$ 116,600.00
Subtotal for Title II Service	\$ 92,000.00	\$ -	\$ 24,600.00	\$ 116,600.00
Total All Services	\$ 394,495.00	\$ 59,650.00	\$ 24,600.00	\$ 478,745.00



In addition, the following fee spreadsheet for Construction Phase Services- Amendment No. 2 shall be added to Appendix C.

Appendix C – Amendment No. 2

CONSTRUCTION PHASE SERVICES – AMENDMENT NO. 2

WORK TASK DESCRIPTION	Contract Overages	Hours
1. Work Change Directives #1, 2, 3, and 5		
Temporary or Permanent Signal Equipment Revisions	\$ 1,500.00	18
Subtotal - Work Change Directives #1, 2, 3, and 5	\$ 1,500.00	18
2. Work Change Directive #6		
Structural Design Shallow Foundation for Ped Signal Poles	\$ 4,700.00	55
Storm Drainage Revisions Due to Utility Conflicts	\$ 4,000.00	48
Signal Pole Relocations Due to Utility Conflicts	\$ 800.00	10
Subtotal - Work Change Directive #6	\$ 9,500.00	113
3. Work Change Directive #7		
Waterline Design Relocations Due to Conflicts	\$ 1,500.00	18
Subtotal - Work Change Directive #7	\$ 1,500.00	18
4. Work Change Directive #8		
Sidewalk Width Change to 8-ft. and Resulting Design/Plan Updates	\$ 1,800.00	24
Additional Signal Pole Relocations Due to Utility Conflicts	\$ 800.00	10
Additional Waterline Design Relocations Due to Conflicts	\$ 1,800.00	22
Subtotal - Work Change Directive #8	\$ 4,400.00	56
5. Work Change Directive #9		
Parking Lot Reconstruction Design for shallow Waterline Depth	\$ 900.00	11
Subtotal - Work Change Directive #9	\$ 900.00	11
6. Field Order #7 and 8		
Roadway Design Changes Due to Stormwater Pipe Conflict	\$ 2,200.00	25
Subtotal - Field Order #7 and 8	\$ 2,200.00	25
7. Miscellaneous		
Additional Coordination, Meetings, & Contractor Negotiations Due to Utility Conflicts	\$ 2,300.00	27
Additional Coordination, Meetings, & Contractor Negotiations Due to Contractor Damaged Pipe	\$ 800.00	10
Additional Meetings & Construction Observation for repaving Due to Contractor Asphalt Density Issues	\$ 1,500.00	18
Subtotal - Miscellaneous	\$ 4,600.00	55

TOTAL FEE: \$24,600.00



Terms and conditions of the Agreement not modified herein remain unchanged and in full force and effect.

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

IN WITNESS WHEREOF, City of Bentonville and Garver have executed this Amendment effective as of the date last written below.

CITY OF BENTONVILLE

GARVER, LLC

By: _____
Signature

By: _____
Signature

Name: _____
Printed Name

Name: Zach Moore
Printed Name

Title: _____

Title: Transportation Team Leader

Date: _____

Date: 05/05/2026

Attest: _____

Attest: _____

RESOLUTION NO. _____

A RESOLUTION APPROVING AMENDMENT 2 WITH GARVER, LLC IN AN AMOUNT NOT TO EXCEED TWENTY-FOUR THOUSAND SIX-HUNDRED DOLLARS (\$24,600.00); AND FOR OTHER PURPOSES.

WHEREAS, The City of Bentonville has entered into an agreement with Garver, LLC dated July 29, 2021.

WHEREAS, the parties have negotiated an amendment to said agreement to revise the scope of the SE Walton and J Street Intersection improvements to account for additional design work during the construction phase of the project.

WHEREAS, the City Council finds that approval of this amendment is in the best interest of the City and its residents.

WHEREAS, no budget adjustment is needed, as this will be funded by bond 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 authorized to execute said Amendment with Garver, LLC in an amount not to exceed Twenty-Four Thousand Six-Hundred Dollars (\$24,600.00).

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:	5/12/2026	Submitted By:	Dan Weese
Phone:	479-426-2050	For Department(s):	Transportation
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 Awarding Bid IFB-26-15 for Rainbow Curve Improvements to APAC Central, Inc.
Action Recommendation & Justification:	Staff recommends awarding the bid to APAC - Central, Inc. for IFB-26-15 Rainbow Curve Improvements in the amount of \$7,527,371.55. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	
Amount for Approval:	\$ 7,527,371.55

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):

This project is funded by Street Bond Funds.

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712



Challenging today.
Reinventing tomorrow.

April 27, 2026

Attn: Cody Vaughn
Staff Engineer
City of Bentonville

3200 SW Municipal Dr
Bentonville, AR 72712

Project name: Rainbow Curve Intersection Impvts.
Project no: IFB-26-15

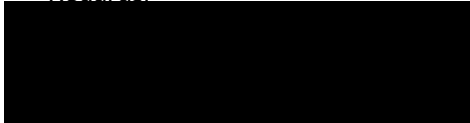
Subject: Bid Tabulation Results

Dear Mr. Vaughn

I am pleased to notify you that we have completed review of the bidding documents from IFB-26-15 (Rainbow Curve) unsealed April 15, 2026. Unit bid prices were examined for reasonable conformance with the estimated prices, including an evaluation of unbalancing of unit prices and extreme variations.

The lowest qualified bid was provided by **APAC Central, Inc.** for a proposed contract sum of **\$7,527,371.55**. I recommend that the City of Bentonville notify the bidder of intent to award and proceed with contract execution.

Regards,



Samuel Kreimeyer
Roadway Engineer

501-410-2291
samuel.kreimeyer@jacobs.com

Copies to: Dan Weese, Cameron Reller, Ellen Norvell, Mark Asher,
Jarrod Brightwell

Jacobs Engineering Group

1701 Centerview Dr Ste 202

T +1-972-759-0175
www.jacobs.com



CITY OF BENTONVILLE, ARKANSAS PURCHASING AND COMPLIANCE DEPARTMENT

FORMAL SEALED BID TABULATION

Solicitation Title: Rainbow Curve Intersection

Date of Bid Opening:		4/15/26	Time of Bid Opening		1:30 PM CST	Solicitation Number		IFB-26-15	
Bidders:				APAC-Central, Inc.		Grant Garrett Excavating		Crossland Heavy Contractors	
Line Item	Item Description	Unit of Measure	Quantity	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	CLEARING	STATION	9	\$5,325.00	\$47,925.00	\$736.00	\$6,624.00	\$1,500.00	\$13,500.00
2	GRUBBING	STATION	9	\$5,325.00	\$47,925.00	\$283.00	\$2,547.00	\$2,500.00	\$22,500.00
3	REMOVAL AND DISPOSAL OF CURB AND GUTTER	LIN. FT.	6463	\$9.60	\$62,044.80	\$13.80	\$89,189.40	\$6.00	\$38,778.00
4	REMOVAL AND DISPOSAL OF FENCE	LIN. FT.	690	\$6.40	\$4,416.00	\$8.30	\$5,727.00	\$6.00	\$4,140.00
5	REMOVAL AND DISPOSAL OF CONCRETE PAVEMENT	SQ. YD.	31	\$27.75	\$860.25	\$24.10	\$747.10	\$27.50	\$852.50
6	REMOVAL AND DISPOSAL OF CONCRETE ISLANDS	SQ. YD.	363	\$29.80	\$10,817.40	\$19.70	\$7,151.10	\$15.00	\$5,445.00
7	REMOVAL AND DISPOSAL OF CONCRETE DRIVEWAYS	SQ. YD.	433	\$25.55	\$11,063.15	\$19.00	\$8,227.00	\$15.00	\$6,495.00
8	REMOVAL AND DISPOSAL OF WALKS	SQ. YD.	2490	\$19.15	\$47,683.50	\$17.70	\$44,073.00	\$13.00	\$32,370.00
9	REMOVAL AND DISPOSAL OF SIGN FOUNDATIONS	EACH	4	\$640.00	\$2,560.00	\$1,050.00	\$4,200.00	\$1,300.00	\$5,200.00
10	REMOVAL AND DISPOSAL OF JUNCTION BOXES	EACH	2	\$2,820.00	\$5,640.00	\$2,070.00	\$4,140.00	\$1,460.00	\$2,920.00
11	REMOVAL AND DISPOSAL OF DROP INLETS	EACH	15	\$2,820.00	\$42,300.00	\$2,619.00	\$39,285.00	\$1,500.00	\$22,500.00
12	REMOVAL AND DISPOSAL OF PIPE CULVERTS	EACH	27	\$4,255.00	\$114,885.00	\$2,602.00	\$70,254.00	\$2,355.00	\$63,585.00
13	REMOVAL AND DISPOSAL OF BUILDINGS	EACH	3	\$14,500.00	\$43,500.00	\$6,181.00	\$18,543.00	\$10,200.00	\$30,600.00
14	REMOVAL AND DISPOSAL OF SIGNS	EACH	26	\$475.00	\$12,350.00	\$1,048.00	\$27,248.00	\$90.00	\$2,340.00
15	UNCLASSIFIED EXCAVATION	CU. YD.	20916	\$18.50	\$386,946.00	\$25.30	\$529,174.80	\$14.00	\$292,824.00
16	COMPACTED EMBANKMENT	CU. YD.	15986	\$25.00	\$399,650.00	\$21.80	\$348,494.80	\$16.00	\$255,776.00
17	AGGREGATE BASE COURSE (CLASS 7)	TON	4505	\$34.00	\$153,170.00	\$45.90	\$206,779.50	\$38.50	\$173,442.50
18	TACK COAT	GAL.	5241	\$3.90	\$20,439.90	\$4.80	\$25,156.80	\$4.50	\$23,584.50
19	MINERAL AGGREGATE IN ACHM BASE COURSE (1 1/2")	TON	1224	\$110.00	\$134,640.00	\$125.00	\$153,000.00	\$125.00	\$153,000.00
20	ASPHALT BINDER (PG 70-22) IN ACHM BASE COURSE (1 1/2")	TON	55	\$120.00	\$6,600.00	\$125.00	\$6,875.00	\$136.00	\$7,480.00
21	MINERAL AGGREGATE IN ACHM BINDER COURSE (1")	TON	2808	\$115.00	\$322,920.00	\$131.00	\$367,848.00	\$131.00	\$367,848.00
22	ASPHALT BINDER (PG 70-22) IN ACHM BINDER COURSE (1")	TON	139	\$120.00	\$16,680.00	\$131.00	\$18,209.00	\$136.00	\$18,904.00
23	MINERAL AGGREGATE IN ACHM SURFACE COURSE (1/2")	TON	4965	\$142.00	\$705,030.00	\$132.00	\$655,380.00	\$161.00	\$799,365.00
24	ASPHALT BINDER (PG 64-22) IN ACHM SURFACE COURSE (1/2")	TON	6	\$120.00	\$720.00	\$129.00	\$774.00	\$136.00	\$816.00
25	ASPHALT BINDER (PG 76-22) IN ACHM SURFACE COURSE (1/2")	TON	288	\$120.00	\$34,560.00	\$137.00	\$39,456.00	\$136.00	\$39,168.00
26	COLD MILLING ASPHALT PAVEMENT	SQ. YD.	13355	\$4.25	\$56,758.75	\$3.50	\$46,742.50	\$5.00	\$66,775.00
27	ASPHALT CONCRETE PATCHING FOR MAINTENANCE OF TRAFFIC	TON	16	\$165.00	\$2,640.00	\$200.00	\$3,200.00	\$357.00	\$5,712.00
28	ACHM PATCHING OF EXISTING ROADWAY	TON	50	\$315.00	\$15,750.00	\$191.00	\$9,550.00	\$357.00	\$17,850.00
29	PORTLAND CEMENT CONCRETE DRIVEWAY	SQ. YD.	743.99	\$117.00	\$87,046.83	\$121.00	\$90,022.79	\$96.30	\$71,646.24
30	MOBILIZATION	LUMP SUM	1	\$280,000.00	\$280,000.00	\$416,055.00	\$416,055.00	\$350,000.00	\$350,000.00
31	MAINTENANCE OF TRAFFIC	LUMP SUM	1	\$145,000.00	\$145,000.00	\$200,501.00	\$200,501.00	\$80,000.00	\$80,000.00
32	SIGNS	SQ. FT.	541	\$15.95	\$8,628.95	\$30.90	\$16,716.90	\$19.00	\$10,279.00
33	BARRICADES	LIN. FT.	416	\$23.40	\$9,734.40	\$27.20	\$11,315.20	\$515.00	\$214,240.00
34	TRAFFIC DRUMS	EACH	107	\$42.55	\$4,552.85	\$49.50	\$5,296.50	\$131.00	\$14,017.00
35	CONSTRUCTION PAVEMENT MARKINGS	LIN. FT.	19978	\$0.80	\$15,982.40	\$0.95	\$18,979.10	\$1.00	\$19,978.00
36	CONSTRUCTION PAVEMENT MARKINGS (WORDS)	EACH	11	\$160.00	\$1,760.00	\$185.00	\$2,035.00	\$185.00	\$2,035.00
37	CONSTRUCTION PAVEMENT MARKINGS (ARROWS)	EACH	19	\$133.00	\$2,527.00	\$155.00	\$2,945.00	\$155.00	\$2,945.00
38	REMOVAL OF CONSTRUCTION PAVEMENT MARKINGS	LIN. FT.	3815	\$0.95	\$3,624.25	\$1.10	\$4,196.50	\$1.50	\$5,722.50
39	REMOVAL OF PERMANENT PAVEMENT MARKINGS	LIN. FT.	7601	\$0.95	\$7,220.95	\$1.10	\$8,361.10	\$1.25	\$9,501.25
40	REMOVAL OF PERMANENT PAVEMENT MARKINGS (WORDS)	EACH	6	\$106.40	\$638.40	\$124.00	\$744.00	\$123.00	\$738.00
41	REMOVAL OF PERMANENT PAVEMENT MARKINGS (ARROWS)	EACH	6	\$101.10	\$606.60	\$117.00	\$702.00	\$116.00	\$696.00
42	VERTICAL PANELS	EACH	52	\$47.90	\$2,490.80	\$55.60	\$2,891.20	\$55.50	\$2,886.00
43	18" REINFORCED CONCRETE PIPE CULVERTS (CLASS III)	LIN. FT.	2699	\$66.40	\$179,213.60	\$110.00	\$296,890.00	\$87.00	\$234,813.00
44	36" REINFORCED CONCRETE PIPE CULVERTS (CLASS III)	LIN. FT.	399	\$170.00	\$67,830.00	\$221.00	\$88,179.00	\$190.00	\$75,810.00
45	48" REINFORCED CONCRETE PIPE CULVERTS (CLASS III)	LIN. FT.	416	\$225.00	\$93,600.00	\$299.00	\$124,384.00	\$276.00	\$114,816.00
46	54" REINFORCED CONCRETE PIPE CULVERTS (CLASS III)	LIN. FT.	50	\$285.50	\$14,275.00	\$380.00	\$19,000.00	\$341.00	\$17,050.00
47	60" REINFORCED CONCRETE PIPE CULVERTS (CLASS III)	LIN. FT.	143	\$312.25	\$44,651.75	\$436.00	\$62,348.00	\$417.00	\$59,631.00
48	59" X 36" REINFORCED CONCRETE ARCH PIPE CULVERTS (CLASS III)	LIN. FT.	214	\$264.50	\$56,603.00	\$440.00	\$94,160.00	\$550.00	\$117,700.00
49	65" X 40" REINFORCED CONCRETE ARCH PIPE CULVERTS (CLASS III)	LIN. FT.	75	\$335.75	\$25,181.25	\$503.00	\$37,725.00	\$710.00	\$53,250.00



CITY OF BENTONVILLE, ARKANSAS PURCHASING AND COMPLIANCE DEPARTMENT

FORMAL SEALED BID TABULATION

Solicitation Title: Rainbow Curve Intersection

Date of Bid Opening:		4/15/26	Time of Bid Opening		1:30 PM CST	Solicitation Number		IFB-26-15	
Bidders:				APAC-Central, Inc.		Grant Garrett Excavating		Crossland Heavy Contractors	
Line Item	Item Description	Unit of Measure	Quantity	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
50	73" X 45" REINFORCED CONCRETE ARCH PIPE CULVERTS (CLASS IV)	LIN. FT.	66	\$957.00	\$63,162.00	\$1,067.00	\$70,422.00	\$830.00	\$54,780.00
51	18" FLARED END SECTIONS FOR REINFORCED CONCRETE PIPE CULVERTS	EACH	2	\$1,420.00	\$2,840.00	\$2,484.00	\$4,968.00	\$1,500.00	\$3,000.00
52	36" FLARED END SECTIONS FOR REINFORCED CONCRETE PIPE CULVERTS	EACH	1	\$2,890.00	\$2,890.00	\$4,726.00	\$4,726.00	\$3,180.00	\$3,180.00
53	54" FLARED END SECTIONS FOR REINFORCED CONCRETE PIPE CULVERTS	EACH	1	\$7,350.00	\$7,350.00	\$9,041.00	\$9,041.00	\$8,350.00	\$8,350.00
54	60" FLARED END SECTIONS FOR REINFORCED CONCRETE PIPE CULVERTS	EACH	1	\$8,800.00	\$8,800.00	\$11,688.00	\$11,688.00	\$9,950.00	\$9,950.00
55	SELECTED PIPE BEDDING	CU. YD.	330	\$50.00	\$16,500.00	\$56.00	\$18,480.00	\$45.00	\$14,850.00
56	DROP INLETS (TYPE C)	EACH	7	\$12,750.00	\$89,250.00	\$16,530.00	\$115,710.00	\$16,150.00	\$113,050.00
57	DROP INLETS (TYPE E)	EACH	4	\$8,925.00	\$35,700.00	\$10,748.00	\$42,992.00	\$8,455.00	\$33,820.00
58	DROP INLETS (TYPE MO)	EACH	32	\$8,525.00	\$272,800.00	\$8,513.00	\$272,416.00	\$8,030.00	\$256,960.00
59	DROP INLETS (TYPE ST)	EACH	3	\$9,635.00	\$28,905.00	\$7,594.00	\$22,782.00	\$7,810.00	\$23,430.00
60	JUNCTION BOXES (TYPE E)	EACH	1	\$13,250.00	\$13,250.00	\$17,757.00	\$17,757.00	\$7,500.00	\$7,500.00
61	DROP INLET EXTENSIONS (4')	EACH	31	\$1,695.00	\$52,545.00	\$1,500.00	\$46,500.00	\$2,225.00	\$68,975.00
62	DROP INLET EXTENSIONS (8')	EACH	2	\$3,300.00	\$6,600.00	\$2,940.00	\$5,880.00	\$3,325.00	\$6,650.00
63	4" PIPE UNDERDRAINS	LIN. FT.	800	\$51.00	\$40,800.00	\$36.30	\$29,040.00	\$33.00	\$26,400.00
64	PAVEMENT REPAIR OVER CULVERTS (ASPHALT)	TON	204	\$230.00	\$46,920.00	\$211.00	\$43,044.00	\$385.00	\$78,540.00
65	WIRE FENCE (TYPE D-1)	LIN. FT.	343	\$16.00	\$5,488.00	\$10.50	\$3,601.50	\$22.00	\$7,546.00
66	5" STEEL CHAIN LINK FENCE	LIN. FT.	240	\$44.70	\$10,728.00	\$32.10	\$7,704.00	\$34.00	\$8,160.00
67	5" ALUMINUM CHAIN LINK FENCE	LIN. FT.	240	\$55.35	\$13,284.00	\$129.00	\$30,960.00	\$90.50	\$21,720.00
68	12' STEEL GATES	EACH	2	\$478.95	\$957.90	\$433.00	\$866.00	\$790.00	\$1,580.00
69	12' ALUMINUM GATES	EACH	2	\$532.15	\$1,064.30	\$1,298.00	\$2,596.00	\$2,420.00	\$4,840.00
70	LIME	TON	3	\$79.85	\$239.55	\$92.70	\$278.10	\$91.00	\$273.00
71	SEEDING	ACRE	1.51	\$1,800.00	\$2,718.00	\$2,088.00	\$3,152.88	\$2,050.00	\$3,095.50
72	MULCH COVER	ACRE	11.51	\$1,275.00	\$14,675.25	\$1,480.00	\$17,034.80	\$1,450.00	\$16,689.50
73	WATER	M. GAL.	445.8	\$10.65	\$4,747.77	\$12.40	\$5,527.92	\$15.00	\$6,687.00
74	TEMPORARY SEEDING	ACRE	10	\$890.00	\$8,900.00	\$1,035.00	\$10,350.00	\$1,000.00	\$10,000.00
75	SILT FENCE	LIN. FT.	6169	\$3.95	\$24,367.55	\$4.60	\$28,377.40	\$4.50	\$27,760.50
76	SEDIMENT BASIN	CU. YD.	81	\$15.35	\$1,243.35	\$27.90	\$2,259.90	\$36.00	\$2,916.00
77	OBLITERATION OF SEDIMENT BASIN	CU. YD.	81	\$15.35	\$1,243.35	\$36.70	\$2,972.70	\$45.00	\$3,645.00
78	SEDIMENT REMOVAL AND DISPOSAL	CU. YD.	429	\$23.60	\$10,124.40	\$23.40	\$10,038.60	\$21.00	\$9,009.00
79	ROCK DITCH CHECKS	CU. YD.	24	\$139.00	\$3,336.00	\$135.00	\$3,240.00	\$141.00	\$3,384.00
80	FILTER SOCK (12")	LIN. FT.	1977	\$8.50	\$16,804.50	\$9.90	\$19,572.30	\$14.00	\$27,678.00
81	FILTER SOCK (18")	LIN. FT.	1246	\$12.65	\$15,761.90	\$9.90	\$12,335.40	\$15.00	\$18,690.00
82	SECOND SEEDING APPLICATION	ACRE	1.51	\$527.00	\$795.77	\$612.00	\$924.12	\$600.00	\$906.00
83	SOLID SODDING	SQ. YD.	6965	\$4.75	\$33,083.75	\$5.40	\$37,611.00	\$5.25	\$36,566.25
84	CONCRETE ISLAND	SQ. YD.	119	\$130.00	\$15,470.00	\$155.00	\$18,445.00	\$145.00	\$17,255.00
85	CONCRETE WALKS	SQ. YD.	3882	\$67.00	\$260,094.00	\$83.70	\$324,923.40	\$66.00	\$256,212.00
86	HAND RAILING	LIN. FT.	175	\$90.50	\$15,837.50	\$87.90	\$15,382.50	\$103.00	\$18,025.00
87	CONCRETE COMBINATION CURB AND GUTTER (TYPE A) (1' 6")	LIN. FT.	6381	\$21.75	\$138,786.75	\$34.10	\$217,592.10	\$25.00	\$159,525.00
88	ROADWAY CONSTRUCTION CONTROL	LUMP SUM	1	\$55,000.00	\$55,000.00	\$238,196.00	\$238,196.00	\$165,000.00	\$165,000.00
89	MAILBOXES	EACH	5	\$79.75	\$398.75	\$92.70	\$463.50	\$92.00	\$460.00
90	MAILBOX SUPPORTS (SINGLE)	EACH	3	\$212.75	\$638.25	\$247.00	\$741.00	\$245.00	\$735.00
91	MAILBOX SUPPORTS (DOUBLE)	EACH	1	\$239.50	\$239.50	\$278.00	\$278.00	\$275.00	\$275.00
92	MODIFYING DROP INLETS	EACH	1	\$4,840.00	\$4,840.00	\$7,719.00	\$7,719.00	\$2,200.00	\$2,200.00
93	WHEELCHAIR RAMPS (TYPE 2)	SQ. YD.	11	\$528.50	\$5,813.50	\$219.00	\$2,409.00	\$215.00	\$2,365.00
94	WHEELCHAIR RAMPS (TYPE 3)	SQ. YD.	146	\$292.75	\$42,741.50	\$226.00	\$32,996.00	\$189.00	\$27,594.00
95	WHEELCHAIR RAMPS (TYPE 4)	SQ. YD.	99	\$282.75	\$27,992.25	\$241.00	\$23,859.00	\$195.00	\$19,305.00
96	SYSTEM LOCAL CONTROLLER TS2-TYPE 2, E-NET (8 PHASES)	EACH	1	\$49,750.00	\$49,750.00	\$57,951.00	\$57,951.00	\$57,650.00	\$57,650.00
97	TRAFFIC SIGNAL CONTROLLER (MODIFICATION)	EACH	1	\$800.00	\$800.00	\$927.00	\$927.00	\$922.00	\$922.00
98	ETHERNET SWITCH, T100 HARDENED (8-PORT)	EACH	1	\$2,225.00	\$2,225.00	\$2,584.00	\$2,584.00	\$2,570.00	\$2,570.00



CITY OF BENTONVILLE, ARKANSAS PURCHASING AND COMPLIANCE DEPARTMENT

FORMAL SEALED BID TABULATION

Solicitation Title: Rainbow Curve Intersection

Date of Bid Opening:			4/15/26	Time of Bid Opening		1:30 PM CST		Solicitation Number		IFB-26-15	
Bidders:				APAC-Central, Inc.		Grant Garrett Excavating		Crossland Heavy Contractors			
Line Item	Item Description	Unit of Measure	Quantity	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
99	BATTERY BACKUP SYSTEM	EACH	1	\$14,100.00	\$14,100.00	\$16,416.00	\$16,416.00	\$16,350.00	\$16,350.00		
100	TRAFFIC SIGNAL HEAD, LED, (3 SECTION, 1 WAY)	EACH	17	\$1,670.00	\$28,390.00	\$1,941.00	\$32,997.00	\$1,930.00	\$32,810.00		
101	TRAFFIC SIGNAL HEAD, LED, (4 SECTION, 1 WAY)	EACH	2	\$2,605.00	\$5,210.00	\$3,029.00	\$6,058.00	\$3,015.00	\$6,030.00		
102	COUNTDOWN PEDESTRIAN SIGNAL HEAD, LED	EACH	12	\$1,200.00	\$14,400.00	\$1,397.00	\$16,764.00	\$1,390.00	\$16,680.00		
103	TRAFFIC SIGNAL CABLE (5C/14 A.W.G.)	LIN. FT.	3400	\$3.75	\$12,750.00	\$4.50	\$15,300.00	\$4.50	\$15,300.00		
104	TRAFFIC SIGNAL CABLE (7C/14 A.W.G.)	LIN. FT.	600	\$7.45	\$4,470.00	\$8.70	\$5,220.00	\$9.00	\$5,400.00		
105	TRAFFIC SIGNAL CABLE (20C/14 A.W.G.)	LIN. FT.	1000	\$10.10	\$10,100.00	\$11.70	\$11,700.00	\$11.50	\$11,500.00		
106	ELECTRICAL CONDUCTORS-IN-CONDUIT (1C/8 A.W.G., E.G.C.)	LIN. FT.	1420	\$2.75	\$3,905.00	\$3.20	\$4,544.00	\$3.00	\$4,260.00		
107	ELECTRICAL CONDUCTORS-IN-CONDUIT (1C/12 A.W.G., E.G.C.)	LIN. FT.	265	\$1.80	\$477.00	\$2.10	\$556.50	\$2.00	\$530.00		
108	ELECTRICAL CONDUCTORS-IN-CONDUIT (2C/6 A.W.G.)	LIN. FT.	100	\$20.75	\$2,075.00	\$24.10	\$2,410.00	\$25.00	\$2,500.00		
109	ELECTRICAL CONDUCTORS FOR LUMINAIRES	LIN. FT.	980	\$4.45	\$4,361.00	\$5.20	\$5,096.00	\$5.25	\$5,145.00		
110	GALVANIZED STEEL CONDUIT (2")	LIN. FT.	30	\$73.45	\$2,203.50	\$85.30	\$2,559.00	\$85.00	\$2,550.00		
111	NON-METALLIC CONDUIT (1.25")	LIN. FT.	100	\$30.25	\$3,025.00	\$35.20	\$3,520.00	\$35.00	\$3,500.00		
112	NON-METALLIC CONDUIT (2")	LIN. FT.	100	\$34.60	\$3,460.00	\$40.20	\$4,020.00	\$40.00	\$4,000.00		
113	NON-METALLIC CONDUIT (3")	LIN. FT.	1000	\$51.00	\$51,000.00	\$59.30	\$59,300.00	\$59.00	\$59,000.00		
114	CONCRETE PULL BOX (TYPE 3 HD)	EACH	9	\$2,440.00	\$21,960.00	\$2,831.00	\$25,479.00	\$2,815.00	\$25,335.00		
115	CONCRETE PULL BOX (TYPE 4 HD)	EACH	1	\$6,385.00	\$6,385.00	\$7,417.00	\$7,417.00	\$7,380.00	\$7,380.00		
116	TRAFFIC SIGNAL MAST ARM AND POLE WITH FOUNDATION (46' & 66')	EACH	1	\$95,000.00	\$95,000.00	\$110,451.00	\$110,451.00	\$109,900.00	\$109,900.00		
117	TRAFFIC SIGNAL MAST ARM AND POLE WITH FOUNDATION (66')	EACH	2	\$70,000.00	\$140,000.00	\$81,735.00	\$163,470.00	\$81,500.00	\$163,000.00		
118	TRAFFIC SIGNAL MAST ARM AND POLE WITH FOUNDATION (56' & 56')	EACH	1	\$89,000.00	\$89,000.00	\$103,294.00	\$103,294.00	\$102,750.00	\$102,750.00		
119	LED LUMINAIRE ASSEMBLY	EACH	6	\$4,545.00	\$27,270.00	\$5,278.00	\$31,668.00	\$5,250.00	\$31,500.00		
120	TRAFFIC SIGNAL PEDESTAL POLE WITH FOUNDATION	EACH	6	\$5,700.00	\$34,200.00	\$6,626.00	\$39,756.00	\$6,590.00	\$39,540.00		
121	SERVICE POINT ASSEMBLY (2 CIRCUITS)	EACH	1	\$5,600.00	\$5,600.00	\$6,527.00	\$6,527.00	\$6,500.00	\$6,500.00		
122	REMOVAL OF TRAFFIC SIGNAL EQUIPMENT	LUMP SUM	1	\$6,385.00	\$6,385.00	\$7,417.00	\$7,417.00	\$7,500.00	\$7,500.00		
123	18" STREET NAME SIGN	EACH	8	\$1,025.00	\$8,200.00	\$1,189.00	\$9,512.00	\$1,200.00	\$9,600.00		
124	REFLECTORIZED PAINT PAVEMENT MARKING WHITE (10")	LIN. FT.	394	\$2.10	\$827.40	\$2.50	\$985.00	\$2.50	\$985.00		
125	THERMOPLASTIC PAVEMENT MARKING WHITE (6")	LIN. FT.	7371	\$1.05	\$7,739.55	\$1.20	\$8,845.20	\$1.25	\$9,213.75		
126	THERMOPLASTIC PAVEMENT MARKING WHITE (8")	LIN. FT.	680	\$2.10	\$1,428.00	\$2.50	\$1,700.00	\$2.50	\$1,700.00		
127	THERMOPLASTIC PAVEMENT MARKING WHITE (12")	LIN. FT.	1956	\$10.65	\$20,831.40	\$12.40	\$24,254.40	\$12.00	\$23,472.00		
128	THERMOPLASTIC PAVEMENT MARKING WHITE (24")	LIN. FT.	36	\$21.60	\$777.60	\$24.70	\$889.20	\$25.00	\$900.00		
129	THERMOPLASTIC PAVEMENT MARKING YELLOW (6")	LIN. FT.	11186	\$1.05	\$11,745.30	\$1.20	\$13,423.20	\$1.25	\$13,982.50		
130	THERMOPLASTIC PAVEMENT MARKING (WORDS)	EACH	19	\$345.00	\$6,555.00	\$402.00	\$7,638.00	\$400.00	\$7,600.00		
131	THERMOPLASTIC PAVEMENT MARKING (ARROWS)	EACH	30	\$290.00	\$8,700.00	\$340.00	\$10,200.00	\$400.00	\$12,000.00		
132	RAISED PAVEMENT MARKERS (TYPE II)	EACH	234	\$7.45	\$1,743.30	\$8.70	\$2,035.80	\$9.00	\$2,106.00		
133	STANDARD SIGN	SQ. FT.	337	\$26.60	\$8,964.20	\$30.90	\$10,413.30	\$31.00	\$10,447.00		
134	CHANNEL POST SIGN SUPPORT (TYPE A)	EACH	27	\$95.75	\$2,585.25	\$111.00	\$2,997.00	\$111.00	\$2,997.00		
135	CHANNEL POST SIGN SUPPORT (TYPE B)	EACH	5	\$155.00	\$775.00	\$179.00	\$895.00	\$180.00	\$900.00		
136	VIDEO DETECTOR (CLR)	EACH	20	\$53.00	\$1,060.00	\$61.80	\$1,236.00	\$62.00	\$1,240.00		
137	VIDEO DETECTION EQUIPMENT	LUMP SUM	1	\$138.25	\$138.25	\$161.00	\$161.00	\$160.00	\$160.00		
138	VIDEO CABLE (EXTERIOR CAT 5E)	LIN. FT.	2000	\$2.10	\$4,200.00	\$2.50	\$5,000.00	\$2.50	\$5,000.00		
139	VIDEO MONITOR (CLR)	EACH	1	\$1,660.00	\$1,660.00	\$1,928.00	\$1,928.00	\$2,000.00	\$2,000.00		
142	LED BLANK OUT SIGN	EACH	1	\$6,450.00	\$6,450.00	\$10,977.00	\$10,977.00	\$10,920.00	\$10,920.00		
143	EAGLE SIZE SUPER P CABINET (WITH INTEGRATED BBS COMPARTMENT)	EACH	1	\$130.00	\$130.00	\$155.00	\$155.00	\$153.00	\$153.00		
144	6 POSITION VIDEO DETECTION CARD RACK	EACH	1	\$130.00	\$130.00	\$155.00	\$155.00	\$154.00	\$154.00		
145	SIEMENS EAGLE M62 CONTROLLER	EACH	1	\$130.00	\$130.00	\$155.00	\$155.00	\$154.00	\$154.00		
146	EDI MMU2 16LE/IP	EACH	1	\$130.00	\$130.00	\$155.00	\$155.00	\$154.00	\$154.00		
147	VANTAGE NEXT SHELF MOUNT CCU, 4 CHANNEL	EACH	1	\$29,000.00	\$29,000.00	\$33,747.00	\$33,747.00	\$33,575.00	\$33,575.00		
148	VANTAGE NEXT VECTOR DETECTOR	EACH	3	\$11,350.00	\$34,050.00	\$13,202.00	\$39,606.00	\$13,150.00	\$39,450.00		
149	VANTAGE NEXT CAMERA	EACH	1	\$5,035.00	\$5,035.00	\$5,847.00	\$5,847.00	\$5,820.00	\$5,820.00		



CITY OF BENTONVILLE, ARKANSAS PURCHASING AND COMPLIANCE DEPARTMENT

FORMAL SEALED BID TABULATION

Solicitation Title: Rainbow Curve Intersection

Date of Bid Opening:			4/15/26	Time of Bid Opening		1:30 PM CST		Solicitation Number		IFB-26-15	
Bidders:				APAC-Central, Inc.		Grant Garrett Excavating		Crossland Heavy Contractors			
Line Item	Item Description	Unit of Measure	Quantity	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price		
150	VANTAGE NEXT VECTOR RADAR/VIDEO CAMERA	EACH	7	\$11,365.00	\$79,555.00	\$13,202.00	\$92,414.00	\$13,150.00	\$92,050.00		
151	ITERIS VANTAGE VELOCITY	EACH	1	\$8,750.00	\$8,750.00	\$10,149.00	\$10,149.00	\$10,100.00	\$10,100.00		
152	SDLC HUB AND CABLES	EACH	1	\$130.00	\$130.00	\$155.00	\$155.00	\$155.00	\$155.00		
153	EZ COMMUNICATOR NAVIGATOR TOUCHLESS APS	EACH	1	\$130.00	\$130.00	\$155.00	\$155.00	\$155.00	\$155.00		
154	POLARA IDS TOUCHLESS APS PUSHBUTTON STATION: 9 BY 15	EACH	12	\$1,545.00	\$18,540.00	\$1,792.00	\$21,504.00	\$1,790.00	\$21,480.00		
155	ICCU-S: ICCU SHELF MODEL	EACH	1	\$6,200.00	\$6,200.00	\$7,207.00	\$7,207.00	\$7,200.00	\$7,200.00		
156	850-390 CUSTOM CABLE HARNESS WITH ICCU-S	EACH	1	\$130.00	\$130.00	\$155.00	\$155.00	\$155.00	\$155.00		
157	IN2-ICB: INTERCONNECT BOARD	EACH	1	\$130.00	\$130.00	\$155.00	\$155.00	\$155.00	\$155.00		
158	CLARY SP1250LX-N	EACH	1	\$130.00	\$130.00	\$155.00	\$155.00	\$155.00	\$155.00		
159	KY-3170XM	EACH	1	\$130.00	\$130.00	\$155.00	\$155.00	\$155.00	\$155.00		
160	RJ-45 SFP	EACH	2	\$130.00	\$260.00	\$155.00	\$310.00	\$155.00	\$310.00		
161	SM SFP (1GB)	EACH	2	\$130.00	\$260.00	\$155.00	\$310.00	\$155.00	\$310.00		
162	GLOBAL TRAFFIC TECHNOLOGIES OPTICOM GPS PREEMPTION	EACH	1	\$26,000.00	\$26,000.00	\$30,286.00	\$30,286.00	\$30,130.00	\$30,130.00		
163	DECORATIVE POLES	EACH	6	\$53.25	\$319.50	\$61.80	\$370.80	\$62.00	\$372.00		
164	MPL2BKTG3SS HOLOPHANE MEMPHIS TEARDROP LED SERIES	EACH	1	\$175.00	\$175.00	\$204.00	\$204.00	\$205.00	\$205.00		
165	MPL2P40SBK3PP7PCLL	EACH	1	\$175.00	\$175.00	\$204.00	\$204.00	\$205.00	\$205.00		
166	WLLF 200 S CA BK WEST LIBERTY SLIP FITTER	EACH	1	\$175.00	\$175.00	\$204.00	\$204.00	\$205.00	\$205.00		
167	PEDESTRIAN POLE BLACK POWDER COAT (P33)	EACH	12	\$106.00	\$1,272.00	\$124.00	\$1,488.00	\$123.00	\$1,476.00		
168	12" PVC RESTRAINED JOINT WATER LINE	LIN. FT.	1992	\$223.00	\$444,216.00	\$184.00	\$366,528.00	\$143.00	\$284,856.00		
169	8" C900 PVC RESTRAINED JOINT WATER LINE	LIN. FT.	452	\$170.00	\$76,840.00	\$147.00	\$66,444.00	\$105.00	\$47,460.00		
170	16" STEEL CASING PIPE - OPEN CUT	LIN. FT.	195	\$235.00	\$45,825.00	\$166.00	\$32,370.00	\$243.00	\$47,385.00		
171	12" X 12" TAPPING SLEEVE AND VALVE	EACH	4	\$12,930.00	\$51,720.00	\$14,251.00	\$57,004.00	\$10,400.00	\$41,600.00		
172	12" GATE VALVE	EACH	6	\$6,705.00	\$40,230.00	\$6,232.00	\$37,392.00	\$5,070.00	\$30,420.00		
173	8" GATE VALVE	EACH	3	\$3,830.00	\$11,490.00	\$3,766.00	\$11,298.00	\$2,630.00	\$7,890.00		
174	8" INSERTION VALVE	EACH	1	\$24,500.00	\$24,500.00	\$25,805.00	\$25,805.00	\$19,700.00	\$19,700.00		
175	FIRE HYDRANT ASSEMBLY	EACH	8	\$11,600.00	\$92,800.00	\$8,505.00	\$68,040.00	\$9,890.00	\$79,120.00		
176	1" PVC SERVICE PIPE	LIN. FT.	300	\$50.00	\$15,000.00	\$43.70	\$13,110.00	\$1.75	\$525.00		
177	RELOCATE/RECONNECT SERVICE ASSEMBLY	EACH	10	\$3,512.00	\$35,120.00	\$2,461.00	\$24,610.00	\$1,840.00	\$18,400.00		
178	CUT AND CAP 8" WATER LINE	EACH	3	\$5,960.00	\$17,880.00	\$2,279.00	\$6,837.00	\$1,180.00	\$3,540.00		
179	CUT AND CAP 12" WATER LINE	EACH	3	\$6,385.00	\$19,155.00	\$3,452.00	\$10,356.00	\$1,540.00	\$4,620.00		
180	12" NEW WATER MAIN TERMINATION	EACH	1	\$4,045.00	\$4,045.00	\$9,012.00	\$9,012.00	\$1,540.00	\$1,540.00		
181	DI FITTINGS	POUND	5000	\$28.74	\$143,700.00	\$19.70	\$98,500.00	\$10.00	\$50,000.00		
182	CLASS A CONCRETE-ROADWAY	CU. YD.	50	\$340.00	\$17,000.00	\$810.00	\$40,500.00	\$343.00	\$17,150.00		
183	UNCLASSIFIED EXCAVATION FOR STRUCTURES-ROADWAY	CU. YD.	23	\$74.50	\$1,713.50	\$96.00	\$2,208.00	\$32.00	\$736.00		
184	CLASS S CONCRETE-ROADWAY	CU. YD.	42.75	\$1,862.50	\$79,621.88	\$1,368.00	\$58,482.00	\$850.00	\$36,337.50		
185	REINFORCING STEEL-ROADWAY (GRADE 60)	POUND	7874	\$3.20	\$25,196.80	\$3.30	\$25,984.20	\$3.00	\$23,622.00		
SUBTOTAL OF BID PRICE				\$ 7,277,371.55		\$8,096,269.01		\$7,335,715.99			
186	CONTINGENCY	LS	1	\$ 250,000.00		\$ 250,000.00		\$ 250,000.00			
TOTAL BID PRICE				\$ 7,527,371.55		\$ 8,346,269.01		\$ 7,585,715.99			
				Bid Corrected During Bid Evaluation		Bid Corrected During Bid Evaluation		Bid Corrected During Bid Evaluation			

purchasing@bentonville.ar.gov
TABULATION VERIFICATION

X

Purchasing and Compliance Specialist

X

Purchasing and Compliance Specialist

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH APAC CENTRAL, INC. FOR RAINBOW CURVE IMPROVEMENTS IN THE AMOUNT OF SEVEN MILLION FIVE-HUNDRED TWENTY-SEVEN THOUSAND THREE-HUNDRED SEVENTY-ONE DOLLARS AND FIFTY-FIVE CENTS (\$7,527,371.55); AND FOR OTHER PURPOSES.

WHEREAS, APAC is the lowest responsive bidder for bid IFB-26-15;

WHEREAS, this contract is for improvements to Rainbow Curve.

WHEREAS, No budget adjustment is necessary.

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

Section 1: The Mayor and City Clerk are authorized to enter into a contract with APAC Central, Inc. for improvements to Rainbow Curve in the amount of Seven Million Five-Hundred Twenty-Seven Thousand Three-Hundred Seventy-One Dollars and Fifty-Five Cents (\$7,527,371.55).

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:	5/12/2026	Submitted By:	Wade Tomlinson
Phone:	479 271 3392	For Department(s):	Bentonville Parks and Recreation Dept
Email:	wade.tomlinson@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 Authorizing a Change Order with Flintco LLC for Dave Peel Park
Action Recommendation & Justification:	Council approval of a Change Order with Flintco, LLC extending the contract duration of Dave Peel Park project by 273 days. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	This Change Order is necessary to formally account for 273 days of delay resulting from external construction dependencies. Specifically, the delayed completion of the parking garage postponed the commencement of the plaza scope. This adjustment establishes a realistic Substantial Completion date of April 6, 2027.
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):

This project is grant-funded by the Walton Family Foundation. This Change Order performs a final reconciliation of the accounts; as a result, the "Not to Exceed" contract amount is now \$14,856,940.37. No City funds are impacted by this credit.

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

Memo



To: City Council Members and Mayor Orman
Thru: David Wright, Parks and Recreation Director
From: Wade Tomlinson, Parks and Recreation Parks Planner
Date: May 12, 2026
Re: Change Order Amending Agreement with Flintco LLC – Contract Time Extension

Parks and Recreation staff requests council approval of Change Order Number PCCO 013 to the contract with Flintco LLC for the Dave Peel Park project. This action reconciles the final project timeline due to external scheduling shifts and results in a contract duration extension of 273 days. This modification is a "no-cost" change order and has a \$0.00 impact on the Guaranteed Maximum Price (GMP).

The north section of Dave Peel Park is currently under construction and could be open as soon as late June. However, because of the delay of the new parking garage on Central, we have not been able to begin the portion of the park in the current parking lot. As we discussed prior to the beginning of construction, the City does not want to close the public parking lot until public parking can be relocated into the garage.

We are hopeful we will be able to utilize the garage in the next month, allowing the next phase of our project to begin.

If you have questions concerning this item, please email me at wade.tomlinson@bentonville.ar.gov or call 479-271-3392.

Attachments:
Change Order PCCO 013



Owner Change Order

Change Order Number: PCCO 013

City of Bentonville
Dave Peel Plaza
Bentonville, Arkansas 72712

Flintco LLC (40-000)
Project # 23078

Date: 4/13/2026

To Owner:
City of Bentonville
305 SE A Street
Bentonville, Arkansas 72712

Contract Number: 1
Contract Date:

The Contract is hereby revised by the following items:

Details
With the delayed start date to Dave Peel Plaza from the original contract start date August 16th 2025 to the new assumed contract start date of May 18th 2026.

The original contract Substantial Completion of July 7th 2026 with the 273 days of delay is now April 6th 2027.

PCO #INT 003 - CE #DP038 - Plaza - Delay of Start on Plaza

CE #	Detail Description	Amount
DP038	Additional Time CO for delays incurred from delayed substantial completion of parking garage	\$0.00
PCO Total:		\$0.00

The original Contract Value	\$11,782,900.00
Sum of changes by prior Prime Contract Change Orders	\$0.00
The Contract Value prior to this Prime Contract Change Order	\$11,782,900.00
The Contract Value will be changed by this Prime Contract Change Order in the amount of	\$0.00
The new Contract Value including this Prime Contract Change Order will be	\$11,782,900.00
The Contract duration will be changed by	273 days
The revised Substantial Completion date as of this Prime Contract Change Order	4/6/2027

Flintco, LLC
CONTRACTOR
184 E. Fantinel Blvd.
Springdale, Arkansas 72762
Address
By Scot Hundley Sr. Project Manager
DocuSigned by:
SIGNATURE
DATE 4/29/2026 | 11:47 AM CDT

City of Bentonville
OWNER
305 SE A Street
Bentonville, Arkansas 72712
Address
By
SIGNATURE
DATE

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CHANGE ORDER WITH FLINTCO, LLC, EXTENDING THE CONTRACT DURATION FOR THE DAVE PEEL PARK PROJECT BY TWO HUNDRED SEVENTY-THREE (273) DAYS; AND FOR OTHER PURPOSES.

WHEREAS, this change order is necessary to formally account for two hundred seventy-three (273) days of delay resulting from external construction dependencies; 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 a change order with Flintco, LLC, to account for a two hundred seventy-three (273) day delay due to external factors;

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:	5/12/2026	Submitted By:	Wade Tomlinson
Phone:	479 271 3392	For Department(s):	Bentonville Parks and Recreation Dept
Email:	wade.tomlinson@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 Authorizing a Change Order for Dave Peel Plaza with Design Workshop, Inc.
Action Recommendation & Justification:	A Resolution authorizing the Mayor and City Clerk to enter into a Change Order with Design Workshop, Inc. in the amount of \$9,800.00, for additional design services required to bury overhead electrical lines at the Dave Peel Park Plaza. No budget adjustment needed.
Additional Comments for Consideration (Optional):	This change order is required due to the City's decision to move existing overhead power lines below grade along the western edge of Dave Peel Plaza. This is funded by bond funds.
Amount for Approval:	\$ 9,800.00

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):

This \$9,800.00 fee is for professional design and electrical engineering coordination services.

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
Thru: David Wright, Parks and Recreation Director
From: Wade Tomlinson, Parks and Recreation Parks Planner
Date: May 12, 2026
Re: Change Order Authorizing an Amended Agreement with Design Workshop, Inc. – Add Service No. 09 (Dave Peel Plaza)

Parks and Recreation staff is requesting approval for Add Service No. 09 to the contract with Design Workshop, Inc. for the Dave Peel Plaza project. This amendment authorizes the specialized design and coordination required to bury overhead power lines along the western edge of the park. This is a fee-based amendment in the amount of \$9,800.00.

The original design scope did not include the burial of overhead power lines along the western boundary of Dave Peel Plaza. Following the City's decision to move these secondary electrical utility services below grade, Design Workshop and their electrical engineering sub-consultant must perform a site review, coordinate with the City and contractors, and design the impacted infrastructure. This amendment is necessary to finalize the construction documents and ensure the utility burial is executed correctly during the 12-month construction window.

We do not anticipate additional fees incurred by the contractor.

If you have questions please email wade.tomlinson@bentonville.ar.gov or call 479-271-3392.

Attachments:

Design Workshop Add Service No. 09

812 San Antonio Street
Suite 401
Austin, TX 78701
512.499.0222
512.499.0229 fax

designworkshop.com

October 27th, 2025

David Wright
Director
Bentonville Parks + Recreation
215 SW A St., Bentonville, AR 72712

Additional Services for: Dave Peel Plaza: 6331
Add Service No. 09 – Buried Power Lines

Dear David,

This letter is a request for approval to bill for added electrical scope of work for Dave Peel Plaza.

Buried Power Lines – Proposed Scope of Work

The original scope of work for electrical engineer, Henderson Engineers, in Dave Peel Plaza did not include the burial of the overhead power lines along the Western edge of the park. Over the course of the project, the City of Bentonville decided to bury the power lines, which requires design revision and a bulletin issue.

Henderson Engineers will provide electrical scope of work for the businesses surrounding the Dave Peel Plaza to identify work needed to move the secondary portion of the City of Bentonville electrical utility services from overhead to below grade. This effort includes a site walk to review existing conditions, coordination with the City of Bentonville, and Contractors, and design of the impacted electrical systems and infrastructure. This also includes construction administration (Submittals, RFIs, and (1) site visit) efforts associated with this scope of work.

Exclusions & clarifications:

- Henderson to provide secondary electrical service design from transformer to adjacent buildings (approximately 5 to 7 buildings).
- Transformer location determined by BEUD.
- Routing of Cox communication conduit determined by Cox, Henderson to show conduit only on drawings, Cox to provide cabling.

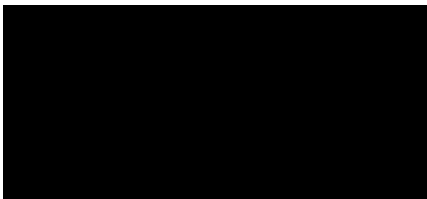
By signing this letter, you are authorizing Design Workshop, Inc., to commence services immediately on a time and materials (T&M) basis, not to exceed a fee of **\$9,800** for the Buried Power Lines scope of work.

The contract conditions of the existing agreement dated October 8th, 2020, shall be binding on these additional services unless modified herein. The following is a summary of the fees associated with this effort.

Total Add Service No. 09 Amount: \$9,800

Should you have any questions, please do not hesitate to call me at 985-630-0312.

Sincerely,
DESIGN WORKSHOP, INC.



Conners Ladner, PLA
Principal

APPROVED BY CLIENT:

By: _____

Date: _____

Title: _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CHANGE ORDER WITH DESIGN WORKSHOP INC, IN THE AMOUNT OF NINE THOUSAND EIGHT HUNDRED DOLLARS (\$9,800.00); AND FOR OTHER PURPOSES.

WHEREAS, this change order is for additional is for professional design and coordination services to move existing overhead power lines below grade along the western edge of Dave Peel Plaza; 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 a change order with Design Workshop Inc, in the amount of nine thousand eight hundred dollars (\$9,800.00), for design services needed to move existing electrical lines below grade;

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:	5/12/2026	Submitted By:	David Wright
Phone:	479.271.6813	For Department(s):	Parks & Recreation
Email:	david.wright@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:	A Resolution Authorizing to Transfer ARDOT Grant Funds
Action Recommendation & Justification:	A Resolution authorizing the transfer of ARDOT grant funds, previously allocated to the Elm Tree Sidepath Trail, to the McCollum Sidepath Trail. 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

Memo



To: Mayor Orman and City Council
From: David Wright, Parks and Recreation Director
Date: April 29, 2026
Re: Transfer ARDoT Grant Funds

Parks and Recreation staff request City Council approval of resolution authorizing grant funds previously approved for the Elm Tree Sidepath project be transferred to the McCollum Sidepath project.

In July 2025, Council approved a resolution authorizing the Mayor and Clerk enter into a grant agreement with Arkansas Department of Transportation (ARDOT) accepting a TAP grant for the Elm Tree Sidepath Project. This would have provided \$500,000 towards this project.

In November 2025, the Walton Family Foundation offered a grant in the amount of \$2,259,641 for Elm Tree Sidepath. This amount, in addition to the funds committed by the City should fund this entire project. Additional funding from ARDOT should not be needed to move forward with construction. Bidding is scheduled for June.

When the Walton Family Foundation grant was offered, Parks and Recreation Staff met with ARDOT officials to discuss the funding opportunity and how to proceed with the previously accepted grant. ARDOT agreed we should accept the Walton Foundation grant and advised us to request transferring the funds to a similar project that was already approved for an award and was soon to bid. The McCollum project is scheduled to publish for bidding on Sunday, May 3.

This transfer puts the city in positions to be adequately funded for both projects while minimizing Bentonville City funds. Parks' goal is to utilize as much of the external funding sources as possible and minimize the impact on the City's capital budget.

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

Attachments:
ARDOT transfer funding agreement

RESOLUTION NO. 7-8-25 G

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ACCEPT AN ARKANSAS DEPARTMENT OF TRANSPORTATION TAP GRANT, IN THE AMOUNT OF FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00); AND FOR OTHER PURPOSES.

WHEREAS, the Bentonville Parks and Recreation Department requests approval to accept a Transportation Alternatives Program (TAP) grant from the Arkansas Department of Transportation, in the amount of five hundred thousand dollars (\$500,000.00);

WHEREAS, this grant can be used for the Elm Tree Road side path; and

WHEREAS, no budget adjustment is needed.

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

Section 1: The Mayor and City Clerk are hereby authorized to enter into a grant agreement accepting a TAP grant from the Arkansas Department of Transportation, in the amount of five hundred thousand dollars (\$500,000.00);

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 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 8 day of July, 2025.

APPROVED:

Stephanie Orman, MAYOR

ATTEST:

Malorie Marrs, CITY CLERK

ARKANSAS STATE HIGHWAY COMMISSION

PHILIP TALDO
CHAIRMAN
SPRINGDALE

KEITH GIBSON
VICE CHAIRMAN
FORT SMITH

MARIE HOLDER
LITTLE ROCK



DAVID M. HAAK
TEXARKANA

JERRY L. HALSEY, JR.
JONESBORO

JARED D. WILEY, P.E.
DIRECTOR

P.O. Box 2261 • Little Rock, Arkansas 72203-2261
Phone (501) 569-2000 • Voice/TTY 711 • Fax (501) 569-2400
www.ArDOT.gov • www.IDriveArkansas.com

April 6, 2026

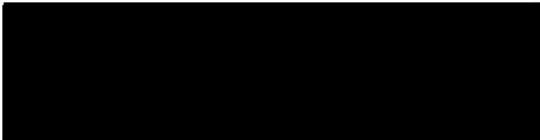
The Honorable Stephanie Orman
Mayor of Bentonville
305 SW A St.
Bentonville, AR 72712

STEPHANIE
Mayor Orman:

Reference is made to the City's January 9, 2026 letter requesting that the funding awarded to Job 090759, Bentonville Elm Tree Rd. Sidepath (TAP-24) (S) be transferred to Job 090770, Bentonville McCollum Rd. Sidepath Ph. 2 (S). The Department is agreeable to this request, and the \$500,000 of Federal aid funding awarded to Job 090759 will now be incorporated into Job 090770. Therefore, the Agreement of Understanding must be modified.

This letter, when signed by you and returned to the Department, will constitute a supplement to the Agreement between the City of Bentonville and the Department for Job 090770. All other conditions of the Agreement will remain in effect. The total Federal aid available for Job 090770 is now \$922,959.28, and Job 090759 will be canceled.

Please retain a copy of the signed letter for your files. If you have any questions concerning this matter, please contact David Siskowski, Division Head – Local Programs, at (501) 435-3255.


Jared D. Wiley, P.E.
Director

APPROVED:

Stephanie Orman
Mayor

c: Highway Commission
Chief Engineer – Operations
Chief Engineer – Preconstruction
Assistant Chief Engineer – Program Delivery
Local Programs

Program Management
District Nine
Tim Conklin, Executive Director, NWARPC
Job 090759 'C' File
Job 090770 'C' File

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO
TRANSFER ARKANSAS DEPARTMENT OF TRANSPORTATION GRANT
FUNDS, PREVIOUSLY ALLOCATED TO ELM TREE SIDE PATH TRAIL, TO THE
MCCOLLUM SIDE PATH PROJECT; AND FOR OTHER PURPOSES.**

WHEREAS, the City was awarded five hundred thousand dollars (\$500,000.00) in grant funds for the Elm Tree side path trail;

WHEREAS, due to other funding sources, those grant funds can be used for the McCollum side path 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 utilize five hundred thousand dollars (\$500,000.00) in ARDOT grant funds for the McCollum side path Trail, instead of the Elm Tree side path trail;

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:	5/12/2026	Submitted By:	David Wright
Phone:	479.271.6813	For Department(s):	Parks & Recreation
Email:	david.wright@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:	A Resolution Authorizing an Agreement with Crafton Tull for Memorial Park Pickleball Complex
Action Recommendation & Justification:	A Resolution authorizing the Mayor and City Clerk to enter into an agreement with Crafton Tull, in the amount of \$300,000.00, for design services for a future Pickleball Complex at Memorial Park. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	This firm was selected following the City's Purchasing Policy for professional services.
Amount for Approval:	\$ 300,000.00

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: Mayor Orman and City Council
From: David Wright, Parks and Recreation Director
Date: April 28, 2026
Re: Agreement with Crafton Tull for design services for Pickleball Complex at Memorial Park

Parks and Recreation staff request City Council approval of resolution authorizing the Mayor to enter into a design services agreement with Crafton Tull for a pickleball facility at Memorial Park. The value of the contract is \$300,000.

When PRAB approved the Memorial Park Master Plan in 2025, it included a new pickleball complex. Pickleball is an extremely popular sport in our community. The Creekside Park courts were a great addition as those courts are busy on a daily basis. When thinking about new courts, Memorial Park is the most logical location.

Adding courts at Memorial Park allows us to evenly distribute court space throughout the community. Creekside Park has eight (8) courts. And while not City property, Osage Park also has eight (8) courts open to the public. As we search for a location for additional 12 – 16 courts, Memorial Park makes the most sense.

In addition to being the right geographic location, Memorial allows us the amenities needed to add courts at the least amount of cost. Parking lots, roads, water and sewer and electric infrastructure currently exist. Being able to utilize this existing infrastructure should provide significant cost savings during construction.

The first step in this design project should be to create the master plan of the complex that best serves our community. After we finalize a master plan, and create construction ready plans, we will determine what we will be able to afford. That will determine when and how many courts will be able to build initially.

If approved, this design project will begin in July and should be completed by the Spring of 2027. It is too early to commit to a construction timeline, however. While I anticipate this becoming a priority for the 2027 budget process, we have much to do to prepare our best budget for next year. That being said, we will work closely with our board and our Finance Department to create a solid plan for how we can move this project forward in the future.

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

Attachments:

Memorial Park Master Plan Document

April 28, 2026

David Wright
Parks Director
City of Bentonville
1101 SW Citizens Circle
Bentonville, AR 72713

RE: Proposal for Professional Services – Bentonville Memorial Park

Mr. Wright,

Thank you for the opportunity to submit a proposal for professional services for the **Memorial Park Enhancement/Pickleball Complex in Bentonville, Arkansas**. Based on our February 18th meeting and the provided Master Plan, the scope includes: a Schematic Design Phase to refine and confirm project direction, Preliminary Design documents for the Pickleball Complex and associated site amenities and improvements, Final Construction Documents for the Phase 1 complex, Permitting, Bidding & Negotiation, and Project Management services. Note that Construction Administration services are excluded from the current scope of work. A separate proposal outlining associated fees will be provided prior to start of construction.

Prism Design Studio and Crafton Tull will provide the professional services outlined in the detailed scope and phase descriptions below:

Schematic Design: Project due diligence and Schematic updates to the master plan to refine the design and confirm scope and intent, including the Pickleball Complex and site improvements, enclosed pavilion, improved vehicular and pedestrian connectivity, Memorial Wall relocation, riparian enhancements, and a conceptual Destination Playground layout.

- Scope Includes: (See fee estimate and attached exhibits for details)
 - Survey (topography\boundary) – See Exhibit A-1 Task A
 - Environmental – See Exhibit A-2
 - Architectural – See Exhibit A-3 Task A
 - Civil – See Exhibit A-4 Task A
 - Landscape Architecture – See Exhibit A-5 Task A
 - Geotechnical – See Exhibit A-5 Task B

Pickleball Complex Preliminary Design: The Preliminary Design Phase will translate the findings and approved direction from the Master Plan Validation Phase into coordinated development drawings for permit submission. Building on the confirmed scope, priorities, and budget, the team will advance site layouts and key design elements into more detailed plans suitable for review, refinement, and cost validation.

- Scope Includes: (See fee estimate and attached exhibits for details)
 - Survey (Easement Dedication Plat) – See Exhibit A-1 Task B
 - Architectural – See Exhibit A-3 Task B
 - Civil – See Exhibit A-4 Task B
 - Landscape Architecture – See Exhibit A-5 Task C

Pickleball Complex Final Design: The Final Design Phase will advance all project scopes into fully coordinated construction-ready documents. This phase will finalize material selections, details, and specifications; refine and confirm the project budget; and prepare complete plan sets for City review and permit approval.

- Scope Includes: (See fee estimate and attached exhibits for details):
 - Architectural – See Exhibit A-3 Task C
 - Civil – See Exhibit A-4 Task C
 - Landscape Architecture – See Exhibit A-5 Task D

Permitting: Facilitate site drawings and reports per City of Bentonville requirements. Manage all submittals and comment responses.

- Scope Includes: (See fee estimate and attached exhibits for details)
 - Landscape Architecture - See Exhibit A-5 Task E

Bidding & Negotiation: Preparing and distributing bid documents, publicly advertising the project, and coordinating with bidders through meetings, inquiries, and addenda, and finalizing and executing the construction contract with all required documentation.

- Scope Includes: (See fee estimate and attached exhibits for details)
 - Civil - See Exhibit A-6

Project Management/Meetings: Provide overall project management and coordination for the park design, including schedule development, progress tracking, and communication across all disciplines. The team will deliver bi-weekly status updates to the Owner, coordinate key milestones, and prepare and submit required site drawings and reports to the City of Bentonville.

- Scope Includes: (See fee estimate and attached exhibits for details)
 - Landscape Architecture - See Exhibit A-5 Task F

Schematic Design	:	\$38,015.00 (Lump Sum)
Preliminary Design:		\$80,000.00 (Lump Sum)
Final Design:		\$123,985.00 (Lump Sum)
Permitting:		\$11,000.00 (Lump Sum)
Bidding & Negotiation:		\$15,000.00 (Lump Sum)
Project Management:		\$25,000.00 (Lump Sum)
Reimbursable Expenses:		\$7,000.00 (As expended)
Total:		\$300,000.000



These fees are estimates based on our best judgment of the project scope at this time. Upon your acceptance of the above-mentioned fees, Prism and Crafton Tull will prepare a full contract for your review and signature. Thank you for the opportunity to be part of such a meaningful and impactful project. For any questions or clarification regarding this proposal, don't hesitate to reach out. We look forward to hearing from you.

Sincerely,



*Jon Raney,
Project Manager
Prism Design Studio*



*Jenny C Burbidge, ASLA
Vice President
Prism Design Studio*

Exhibit “A-1”

Scope of Basic Services For:

Project:	Topographic Design & Boundary Survey of a part of Memorial Park	
Client:	City of Bentonville	
Location of Project:	2000 NE Memorial Park Sq.	
Discipline:	Surveying	
Discipline Manager:	Ron Swift	
Project Manager:	Jon Raney	
Proposal Date:	2/24/2026	
Billing Type:	Lump Sum Basis, plus reimbursable expenses (estimated \$1,750)	
Fee:	Topographic Design & Boundary Survey:	\$11,500
	Easement Dedication Plat:	\$5,000
	Total:	\$16,500
Description of the Construction Project:	Topographic Design, Boundary Survey & Easement Dedication Plat of a part of Memorial Park, as shown on Exhibit “C-1”.	

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

Task A: Topographic Design Survey:

- A title company will be employed to provide a title search of the property to be surveyed. The title search will include record plats (including adjoining plats), deeds (including adjoining deeds) and easement documents. The title company fee will be a reimbursable expense to the client.
- A representative from our survey department will mark the site, and we will submit a request to the local utility 1-Call System to mark all underground utilities within the proposed project site.
- Our survey crew will set at least two survey control monuments adjacent to the site that will be tied to the city state plane coordinates and elevation datum to which all survey data for this project will be referenced.
- We will provide a topographic survey of the project survey site as shown on attached Exhibit “C”. Sufficient ground elevation shots will be taken for the creation of 1'-contours across the survey site, which will include some areas beyond the boundary lines, where accessible.
- We will locate all visible utility lines and those as marked by the utility 1-Call System. All flow lines of drainage inlets and pipes will be measured, and the invert elevation of sanitary sewer manholes will be recorded. All pipe sizes will be measured and shown on the topographic survey.
- Our field crew will locate all trees, and individual canopies for trees 8” or bigger.
- We will locate fences, driveways and buildings.
- We will locate any property corners that are available for the property.
- We will prepare an AutoCAD base survey drawing of the topographic design survey of the site, which will be used for engineering design purposes. This base survey drawing will include property boundary lines and any easement lines discovered by the examination of the title search for the property or any other provided document.

Task B: Easement Dedication Plat:

- We will prepare an Easement Dedication in the format as required by the City of Bentonville.
- Any new utility easements needed as a result of engineering site design will be shown on the plat for dedication purposes.
- During the city review process our office will make any necessary revisions to the plat as requested by the city.
- The approved plat will be recorded at the county courthouse after it has been signed by the property owner and city officials.
- Once the plat has been recorded, we will email a pdf copy to the owner and provide paper copies.

Scope of Basic Services does NOT Include the Following:

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

Note: Services listed can be provided for additional fee.

Client Shall Provide:

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

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

Exhibit “A-2” Scope of Environmental Services For:

Project:	Memorial Park Improvements
Client:	City of Bentonville
Location of Project:	Memorial Park (NE John DeShields Blvd), Bentonville, AR
Discipline:	Environmental
Discipline Manager:	David Rupe
Project Manager:	Jon Raney
Proposal Date:	2/23/26
Billing Type:	Lump sum
Fee:	\$5,800
Description of the Project:	Wetland delineation and general environmental support/guidance at Memorial Park (~56-acre, Benton Co. parcel #01-05263-000) in Bentonville, AR (see “Exhibit C-2”).

The services to be provided by the Engineer:

- Waters of the U.S./Wetland Delineation and Report on approximately 56-acre subject property (Memorial Park). This task includes Section 404 permit guidance and feasibility assessment for proposed park improvements that may impact potential Waters of the U.S.

Scope of Basic Services does NOT Include the Following:

- US Army Corps of Engineers (USACE) Nationwide Permit Application (Section 404) and Coordination
- USACE jurisdictional determination request
- Tree Survey & Preservation Plan
- USACE Standard Permit Application and Coordination
- Geotechnical Investigation
- Construction oversight and due diligence
- Bat survey, if required (provided by subconsultant)
- ADEQ Short-Term Activity Authorization (STAA) Permit Application and Coordination
- Phase I Environmental Site Assessment (ESA)

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

Items to be provided by Owner:

- Site access

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

Exhibit “A-3”
Architectural Scope of Basic Services For:

Project:	Bentonville Memorial Park Pavilion
Client:	City of Bentonville
Location of Project:	Memorial Park, Bentonville
Discipline:	Architecture and Building Engineering
Discipline Manager:	Wes Burgess, AIA
Project Manager:	Jon Raney
Proposal Date:	March 2, 2026
Billing Type:	Lump Sum plus reimbursables
Fee/Estimate:	\$44,560.00 plus \$1,000 reimbursables (estimated)
Description of the Construction Project:	Architecture, Structural Engineering & MEP Engineering design and documentation for an approximately 40'x45' park pavilion containing indoor/outdoor meeting space, catering kitchen, restrooms, and storage.

Task A: Schematic Phase (Fee: \$1,000.00):

- Assist Landscape Architecture and Civil team with space allocation and footprint for pavilion.

Task B: Preliminary Design Phase (Fee: \$7,600.00):

- Review Owner's project program and concept to establish project requirements.
- Provide preliminary evaluation of Owner's program, schedule and construction budget.
- Review with the owner alternative approaches to design and construction of the project.
- Based on the mutually agreed-upon program, schedule and construction budget requirements, the architect shall prepare, for the Owner's approval, Design Documents as indicated below:
 - Floor plan
 - Ceiling plan
 - Roof plan
 - Building Elevations
 - Engineering systems narratives
 - 3D views as necessary to describe the design intent
 - Material and finish documentation

Task C: Final Design Phase (Fee: \$35,960.00):

- Based on the approved Preliminary Design Documents and any further adjustments in scope, quality, schedule or construction budget authorized by the Owner, the Architect shall prepare, for approval by the Owner, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the project.
- Assist the Project Manager in preparation of necessary bidding information, bidding forms, the Conditions of the contract, and the form of Agreement between the Owner and the Contractor.

- Assist the Project Manager with the filing of required documents for approval of the authorities having jurisdiction over the project.

Bidding & Negotiating Phase (See Exhibit A-6):

- Assist the Project Manager in obtaining bids or negotiated proposals and award of contracts.
- Respond to contractor's request for information regarding clarification of the contract documents.
- Review substitution requests for products specified on project.
- Prepare addendum and supplemental drawings as needed.

Construction Administration Phase (Not Included in Scope):

- Provide administration of the Contract for Construction as set forth in the Owner Architect Agreement, and the General Conditions of the Contract for Construction.
- Provide for approval of shop drawings and submittals from the contractor.
- Attend regular site visits and jobs meeting for the purpose of monitoring construction progress and general conformance with the Contract documents, and report to the Project Manager any deviations from the Contract Documents.
- Conduct final inspection and review contractors punch list for completion of project.

Additional Services:

It may become necessary from time to time to incorporate changes to the contract documents to accommodate changes in the project program and /or other requirements. These changes will be made on time and material basis and billed to the Owner per the attached billing rate schedule for additional services.

- Provide revisions to approved documents when requested and approved in writing by the Owner.
- These services shall not be provided without prior written approval by the owner.

Supplemental Services:

These services are not included in the Architect's Basic Scope of Services, and may be provided at the request of the Owner for additional fee. These services shall include, but are not limited to the following items:

- Condition Assessment of existing facilities (unless included as part of programming scope of services)
- Feasibility studies, detailed construction cost estimates.
- Design and Documentation for LEED Certification of Building and Site.
- Assistance with project marketing materials. i.e. graphics package(s) for fundraising / bond issue programs.

Owner's Responsibilities:

The Owner shall be responsible for providing the following information:

- Copy of deed restrictions and /or any special design requirements that may for incorporation into the project documents.
- Any other special requirements not typically provided by the Architect's scope which are necessary to complete the design of the project.
- Independent testing of building systems as required by locally adopted Codes.

Excluded Items:

The following items are excluded from this proposal but may be provided at the request of the Owner for additional fee to be addressed by separate agreement

- Design and documentation of or owner provided or special systems to include the following
 - Telephone and data system
 - Security and surveillance systems
 - Audio and video systems
 - Communications and/or radio systems
 - Energy and life cycle cost estimating

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



Exhibit “A-4” Scope of Basic Services For:

Project:	Memorial Park Phase 1	
Client:	City of Bentonville Parks	
Location of Project:	NE Martin Luther King Jr Pkwy, Bentonville, AR	
Discipline:	Civil Engineering	
Discipline Manager:	Daniel Ellis	
Project Manager:	Ali Karr	
Proposal Date:	February 26, 2026	
Billing Type:	Lump Sum and Reimbursable Expenses	
Fee/Estimate:	Schematic Design: \$9,200.00 (lump sum) Preliminary Design: \$44,800.00 (lump sum) Final Design: \$64,000.00 (lump sum) Reimbursables: \$2,000.00 (estimated)	
Description of the Construction Project:	Memorial Park Phase 1 in Bentonville will include demo of one row of parking, and the design and construction of pickleball courts, a pavilion, walking trails, playground, drive and parking enhancements and drainage improvements.	

The services to be provided by the Engineer:

Schematic Phase (Lump sum):

- Preliminary Site Plan
- Preliminary Utility Plan
- Attend meetings with City of Bentonville Parks Department to refine master plan

Preliminary Phase (Lump sum):

- Construction Drawings to include:
 - Site Plan
 - Utility Plan (including coordination with local utility companies for their layouts)
 - Grading Plan
- Preliminary Drainage Report
- Attend all necessary meetings for permitting (City of Bentonville, Owner / Architect / Contractor, etc.)

Final Design Phase (Lump sum):

- Construction Drawings to include:
 - Site Plan
 - Utility Plan (including coordination with local utility companies for their layouts)
 - Grading Plan
 - Erosion Control Plan
 - Sanitary Sewer Plan and Profiles
 - Storm Sewer Profiles
 - Waterline Plan and Profiles, if required



- Detail Sheets
- Final Drainage Report
- Storm Water Permitting with City and applicable State Agency
- Utility Construction Permitting with City and applicable State Agency
- Attend all necessary meetings for permitting (City of Bentonville, Owner / Architect / Contractor, etc.)

Items Provided by Owner:

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

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

- Construction Administration
- Construction Staking
- FEMA Studies & Map Revision Applications (CLOMR/LOMR)
- Traffic Study
- Retaining Wall Design
- Offsite Utility or Street Extensions

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

Exhibit “A-5” Scope of Landscape Architecture Services For:

Project:	Memorial Park
Client:	City of Bentonville
Location of Project:	401 NE Martin Luther King Jr Pkwy, Bentonville, AR 72712
Discipline:	Landscape Architecture
Discipline Manager:	Jenny Burbidge, PLA, ASLA
Project Manager:	Jon Raney
Proposal Date:	04/28/2026
Billing Type:	Lump Sum
Fee/Estimate:	Task A: \$ 4,800.00 (Lump Sum) Task B: \$ 5,715.00 (Lump Sum) Task C: \$ 22,600.00 (Lump Sum) Task D: \$ 24,025.00 (Lump Sum) Task E: \$ 11,000.00 (Lump Sum) Task F: \$ 25,000.00 (Lump Sum) <u>Total: \$ 93,140.00 (Lump Sum)</u> Reimbursables: \$2,000.00 (Estimated – billed as expended, note that the City of Bentonville just increased the permit fees SIGNIFICANTLY – this estimate reflects those adjustments) <i>*Note for Estimated – Client will be notified when budget is reached.</i>
Description of the Construction Project:	Memorial Park, Schematic Design, Design Development, and Final Design services for the scope described below. See Exhibit C-3 for project location and scope limits.

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

Task A: Schematic Design

- Provide schematic overall master plan, identifying the following items in coordination with the civil engineering team:
 - Programming
 - Site Layout (Pickleball Complex/Pavilion location)
 - Site circulation network (Bike, Pedestrian, Vehicular, Trails, other recreation opportunities)
 - Site amenity spaces
 - Detention / Stormwater Management and Facilities / Riparian enhancement opportunities
 - Streetscape improvements
 - Landscape typologies
 - Memorial Wall relocation analysis
 - Due Diligence categories
 - Fire Access and routing
 - Grading and Topography
 - Utility Corridors
 - Planning / Zoning Setbacks and Allowed Uses
 - Parking Layout and requirements

- ROW Vacations or Dedications
 - Wetland, and waters of the United States (WOTUS) & other restrictive natural features
- Schematic drawings will be presented in B/W and colored format, with the final being a colored 2D master plan with an enlargement on Phase 1 Area.
- Material imagery research and documentation to establish defining characteristics of the enhancements.
- Meeting with client, design team and jurisdiction to discussion and coordinate project development.
- Provide up to one (1) major and two (2) minor revisions.

Task B: Geotechnical Engineering

- Subsurface exploration (5) Borings
- Laboratory Testing
- Geotechnical Analysis and Report

Task C: Preliminary Hardscape/Landscape Design

- Preliminary hardscape layout and materials plan
- Provide one (1) landscape plan. The plan will consist of streetscape, buffer, and foundation plantings as required. The plan will show the location and species of each proposed planting. The landscape plan will comply with minimum requirements of the City of Bentonville code of ordinances.
- Provide a tree preservation and mitigation plan per the City of Bentonville code of ordinances. Tree survey to be completed by survey group.
- Provide landscape planting and tree preservation details.
- Provide one (1) submittal to the City of Bentonville consisting of the tree preservation and mitigation plan, planting plan, and planting details.
- Provide up to two (2) revisions of the submittal package after receiving written list of required changes from City staff.
- Coordination with Owner. Prism will provide up to one (1) revision to the planting plan will be after receiving written list of changes from the Owner.
- Up to two (2) coordination and review meetings with City staff.
- Drawings will be in *AutoCad* format and will be presented in hardcopy format.

Task D: Final Design / Construction Documents

- Upon written authorization from the Client following review and approval of the Preliminary Design documents, Prism shall proceed with the Final Design / Construction Documents phase. Deliverables for this phase shall consist of revisions to the plans developed under Task A-2 and preparation of the following documents:
 - Final hardscape layout and materials plan.
 - Detailed hardscape layout and dimension plans.
 - Final tree preservation and mitigation plans, with associated details.
 - Final planting plan identifying plant quantities, species, sizes, and locations.
 - Landscape and hardscape construction details.
 - Micro-grading plans for landscape-specific areas. Prism shall coordinate grading limits and interfaces with the project civil engineer.

Task E: Project Permitting

- Submit site drawings and reports per City of Rogers requirements, which typically include:
 - Conceptual Meeting
 - Pre-Application Meeting
 - Large Scale Development Submittal
 - Tech Plat meeting (max. 2 meetings)
 - Planning Commission (max. 2 meetings)
 - Grading Permit Submittal
 - Final Plat/Easement Plat (as needed)

- Coordinate submittals, comment responses
- State stormwater permitting
- Arkansas Department of Health Permitting for utility extensions
- Provide up to three (3) revisions of the submittal package after receiving a written list of required changes from City staff.
- Up to two (2) separate coordination and review meetings with City staff.
- Assumes no variances, Planning Commission or City Council meetings are necessary.

Task F: Project Management/Meetings

- Preparation of schedule, project tracking, project management and communication with multiple disciplines.
- Communicate and report project status to owner bi-weekly.
- Coordinate project status and milestones with all disciplines.

Scope of Basic Services does Not Include the Following:

- Construction Administration
- Re-zoning or re-classification of the site.
- As-built documents.
- Fees or permits.
- Grading and/or drainage design.
- Retaining wall design.
- Tree survey and species identification and inventory.
- Landscape revisions due to a Client requested change after City submittals have started.
- 3D plan renderings and graphics.
- Preparation of detailed construction-level irrigation plans or specifications.
- Irrigation shop drawings or submittal reviews beyond general conformance with design intent.

Note: Services listed can be provided for additional fee.

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

Exhibit “A-6”

Scope of Basic Services For: Bidding Services

Project:	Memorial Park Phase 1
Client:	City of Bentonville - Parks & Recreation
Location of Project:	Bentonville, AR
Discipline:	Municipal (Bidding Services)
Discipline Manager:	Bill Burnett
Project Manager:	Jon Raney
Proposal Date:	4/21/2026
Billing Type:	Lump Sum
Fee/Estimate:	\$15,000 bidding services plus \$250 reimbursables (estimated)
Description of the Construction Project:	Memorial Park Phase 1

- Obtain final plans, construction specifications, and cost estimate as provided by the design team.
- Prepare construction contract & bid forms.
- Assemble the complete bid package.
- Advertise project for public bids (3-week ad period).
- Distribute complete bid package to all prospective bidders.
- Attend pre-bid meeting at Parks & Recreation offices.
- Provide written responses to questions from bidders.
- Distribute required addenda information to all planholders.
- Attend bid opening meeting to receive and open bids at Parks & Recreation offices.
- Tabulate all bids and provide tabulation upon request.
- Recommend lowest qualified bid to Parks & Recreation.
- Prepare Notice of Award for lowest qualified bidder
- Finalize construction contract with lowest qualified bidder's information.
- Attain an executed construction contract with signatures, bonds, and insurance.

Scope of Basic Services does NOT include the following:

- Design services.
- Construction services.

Note: Services listed can be provided for additional fee.

Client shall provide:

- Preferred construction contract forms
- Meeting space
- City signatures

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

February 25, 2026

Prism Design Studio
901 N. 47th Street, Suite 400
Rogers, AR 72756

Attn: Mr. Jon Raney – Landscape Architect Project Manager

Subject: Proposal for Subsurface Exploration and Geotechnical Evaluation
Memorial Park Improvements
Bentonville, Arkansas
Building & Earth Proposal: BV28032

Dear Mr. Raney:

Building & Earth Sciences, LLC (Building & Earth) is pleased to submit our proposal to provide subsurface exploration and geotechnical evaluation services for the proposed improvements to Memorial Park in Bentonville, Arkansas. This proposal is based on an email request from you on February 24, 2026. Thank you for providing the proposed boring location plan used as an aid in preparing this proposal.

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

PROPOSED CONSTRUCTION

We understand the project site is located on the northern end of Memorial Park at 401 NE Martin Luther King Jr. Parkway in Bentonville, Arkansas. Figure 1 shows the provided boring location plan overlaid in Google Earth.

It should be noted that at the time of this proposal a site plan was not available for our review. Once a site plan is available, we request the plan be provided to Building & Earth so that we can confirm our geotechnical scope of work is adequate to address the proposed construction.

We understand that the development will include a new approximately 2,500 square foot pavilion, new post-tensioned pickleball courts, and some associated parking areas and drives.

Structural loading information was not available at the time of preparing this proposal. For the purposes of this proposal, we assume the maximum column loads to be on the order of 40 kips. ***The structural engineer should provide us with actual structural load information prior to us starting the fieldwork.***



Figure 1: Proposed Boring Location Plan

Based on Google Earth elevation information, the site gently slopes down to the east with an elevation change of about 5 feet across our boring locations. For the purpose of this proposal, we assume cuts and fills of up to 2 feet will be required to achieve design grades. **Building & Earth should be notified when the grading plan is finalized.**

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

Design Parameter	Standard Duty Pavement	Heavy Duty Pavement
Design Life (years)	20	20
18-Kip Equivalent Single Axle Load (ESAL)	75,000	300,000
Terminal Serviceability	2.0	2.0
Reliability (%)	85	85

Table 1: Assumed Traffic Loading and Parameters

SCOPE OF SERVICES

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

Subsurface Exploration

The scope of services will include geotechnical site reconnaissance and subsurface exploration. The subsurface exploration will consist of five (5) test borings drilled to a depth of 15 feet below present grades. During the advancement of each boring, disturbed samples will be collected using Standard Penetration Testing (SPT). Four (4) SPT samples will be collected in the upper 10 feet of each boring, followed by 5-foot sampling intervals.

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

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

Laboratory Testing

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

Geotechnical Analysis and Report

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

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

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

SITE ACCESS/UTILITIES

We understand that the proposed boring locations are accessible to rubber track mounted drill rig equipment. Prism Design Studio and the property owner need to be aware that ground disturbance is inevitable with ATV drill rig equipment, particularly during wet weather or winter months. Building & Earth will use care to limit ground disturbance; however, depending on the weather conditions prior to and during the subsurface exploration, surface rutting should be anticipated.

Restoring the ground surface to its original condition is not part of our scope of work. If ground disturbance is not acceptable to the current property owner, our office should be notified to develop an alternate scope of work with reduced risk of ground disturbance.

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

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

If accurate location of private utilities and approval of boring locations by the owner cannot be provided, a private utility location survey must be undertaken using ground penetrating radar (GPR) prior to the start of subsurface exploration.

Building & Earth can subcontract these services for an **additional fee of \$250 per hour**, if needed, and include the additional fees as a part of our billing.

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

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

ESTIMATED BUDGET

The cost of services will be based on the amount of work necessary to evaluate the geotechnical conditions. Based on the scope of work described in this proposal, the subsurface exploration, laboratory testing, engineering evaluation and report can be performed for a **lump sum fee of \$5,715**.

The above shown lump-sum fee does not include private utility location services as noted above. For a project of this size, we anticipate 4 to 5 hours will be required to perform the GPR survey. Please initial below to indicate if this service is requested and/or needed.

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

After issuance of the FINAL report any additional revisions, client meetings, and/or consultations will be billed on the following unit fee basis:

- Project Manager: **\$115/hr**
- Professional Engineer: **\$150/hr**
- Senior Engineer **\$175/hr**
- Principal Engineer: **\$225/hr**

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

SCHEDULE

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

Task	Anticipated Schedule
Field Work	Field work, including site reconnaissance, boring layout and coordinate utility locate service, and drilling, within 10 to 12 workdays
Laboratory Testing	5 workdays after completion of drilling
Engineering and Reporting	10 workdays after completion of drilling

Table 3: Anticipated Schedule for Subsurface Exploration, Lab Testing, and Reporting

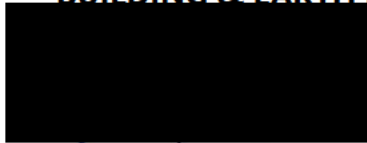
AUTHORIZATION

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

CLOSING

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

Respectfully submitted,
BUILDING & EARTH SCIENCES, LLC.



Jacob Gatling, P.G.
Assistant Branch Manager – Principal

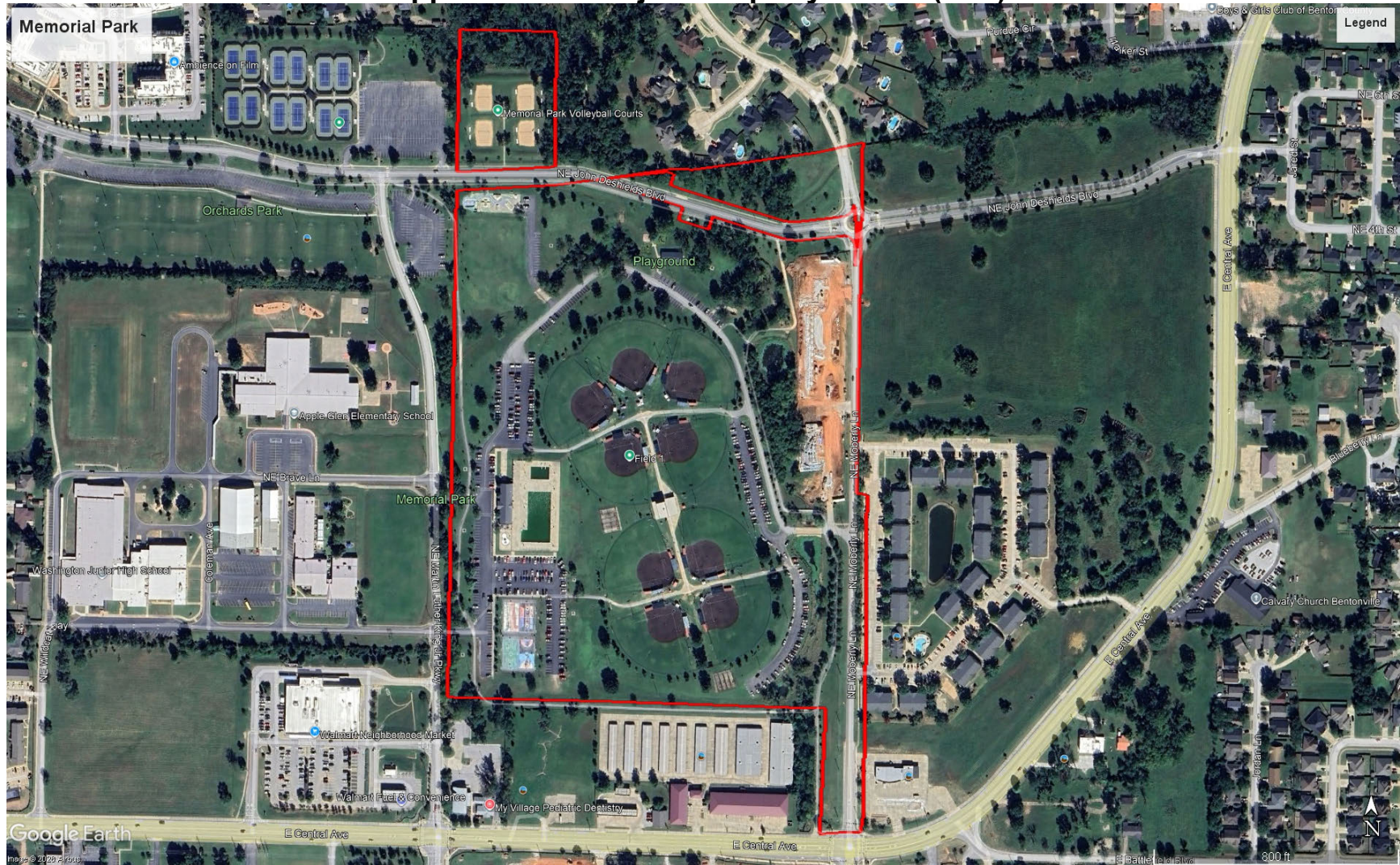


Joseph D. Vistad, P.E.
Regional Manager – Principal

EXHIBIT "C"

SURVEY SITE

Exhibit "C-2"
Approximate Subject Property Extent (Red):



RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH CRAFTON TULL, IN THE AMOUNT OF THREE HUNDRED THOUSAND DOLLARS (\$300,000.00), FOR DESIGN SERVICES FOR A FUTURE PICKLEBALL COMPLEX AT MEMORIAL PARK; AND FOR OTHER PURPOSES.

WHEREAS, design services are needed for a future pickle ball complex at Memorial Park;

WHEREAS, Crafton Tull was selected following the City’s purchasing policy for professional services; and

WHEREAS, no budget adjustment is necessary.

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

Section 1: The Mayor and City Clerk are authorized to enter into an agreement with Crafton Tull, for design services for a future pickleball complex at Memorial Park, in the amount of three hundred thousand dollars (\$300,000.00);

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, 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:	5/12/2026	Submitted By:	Jarrold Brightwell
Phone:	479-418-8675	For Department(s):	Transportation
Email:	jarrod.brightwell@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:	An Ordinance to Waive Competitive Bidding for Emergency Bridge Repair on W. McNelly Rd.
Action Recommendation & Justification:	An Ordinance requesting City Council waive competitive bidding requirements in order to expedite the repair of the W. McNelly Road bridge that crosses McKissic Creek.
Additional Comments for Consideration (Optional):	An engineering firm is being selected via the Purchasing Policy to provide a structural repair design. The intent is to immediately select a contractor to use the design to complete the repairs. The bridge railing has been struck that resulted in multiple rail post failures causing unsafe conditions to the traveling public. The road is reduced to one lane to move traffic away from the damaged portion of the bridge railing. Once a solution is determined, the estimate will be further narrowed.
Amount for Approval:	\$ 500,000.00 Not to exceed

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):

The budget adjustment will come through at a later date once a firm price is received.

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

ORDINANCE NO. _____

AN ORDINANCE WAIVING COMPETITIVE BIDDING FOR THE REPAIR OF THE WEST MCNELLY ROAD BRIDGE; AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONSTRUCTION CONTRACT FOR SAID REPAIR, IN AN AMOUNT NOT TO EXCEED FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00); PROVIDING FOR THE EMERGENCY CLAUSE; AND FOR OTHER PURPOSES.

WHEREAS, the West McNelly Bridge railing was struck resulting in multiple rail post failures which caused unsafe conditions to the traveling public;

WHEREAS, the need to make this repair is immediate and going through the competitive bid process would delay the start of construction by one (1) to two (2) months which prolongs public exposure to the unsafe conditions;

WHEREAS, the Transportation Department is currently selecting an engineering firm, pursuant to the City's Purchasing Policy, to expedite the design and cost estimate so that a construction company can be placed under contract as soon as possible; and

WHEREAS, the budget adjustment will come through Council at a different time once the final cost is known.

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

Section 1: City Council authorizes the Mayor and City Clerk to enter into a construction contract, for the repair of the West McNelly Road Bridge, in an amount not to exceed five hundred thousand dollars (\$500,000.00);

Section 2: The budget adjustment for this item will come to Council at a later date;

Section 3: 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 repair of the West McNelly Road Bridge;

Section 4 - Emergency Clause: The need to contract for this repair 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 5 - 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 6 - 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:	5/12/2026	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:	Ordinance to Waive Competitive Bidding and Purchase 2 Substation Transformers from Prolec-GE
Action Recommendation & Justification:	Due to volatility in the transformer market, BEUD is waiving competitive bidding and entering into an agreement with Prolec-GE to purchase 2 substation transformers for the new substation that will serve the Bentonville Health Care Campus for \$6,044,984.73. 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. A budget adjustment is needed.
Additional Comments for Consideration (Optional):	This is not a budgeted item. However, the BHCC will cover the costs and reimburse the City of Bentonville for the total cost of the electric improvements needed for the construction of the BHCC.
Amount for Approval:	\$ \$6,044,984.73

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

503010-34410	Billed Services	\$	\$ 6,044,984.73
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
503010-47210	Plants and Building	\$ 6,044,984.73	\$
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!



CITY OF BENTONVILLE, AR

Prolec GE Waukesha Quotation 70013368 (REF# Q-00042890)

REV.	DESCRIPTION
0	Initial Release

CREATED BY	DATE
Mariana Escobedo	04/28/2026





TABLE OF CONTENTS

1. TEAM CONTACT INFORMATION..... 3

2. QUOTE SUMMARY 3

3. ADDERS 4

4. PRICE & PAYMENT TERMS POLICY 4

5. DRAWINGS 5

6. MINERAL OIL 6

7. SHIPMENT 6

8. WARRANTY VALIDATION / FIELD SERVICE 6

9. TERMS & CONDITIONS 6

10. WARRANTY 7

11. TECHNICAL NOTES & COMMENTS 7

12. TECHNICAL EXCEPTIONS 7

13. LOSS GUARANTEE 8

14. AWARD OF CONTRACT 8

15. VALIDITY 8

16. ENCLOSURES 9



Quotation # 70013368
04/28/2026

Prolec-GE Waukesha, Inc. Quotation

CITY OF BENTONVILLE, AR
117 W Central Ave
Bentonville, AR 72712-5256

Inquiry

Quote Number

70013368 (REF# Q-00042890)

Specification Document(s)

Substation Power Transformer. April 2026

1. TEAM CONTACT INFORMATION

Channel Partner

Jason Simon
HV Sales Company, Inc.
TEL 225-291-2314
FAX 225-291-3543
jsimon@hvsales.com

Application Engineer

Mariana Escobedo
Prolec-GE Waukesha, Inc.
TEL 262-446-8449
FAX 262-521-0198
mariana.escobedo@prolec.energy

Product Sales Specialist

Matthew Webb
GE Grid Solutions
TEL 919-330-7705
matthew.webb@gevernova.com

Proposal & Order Coordinator

Angelique Matzen
Prolec-GE Waukesha, Inc.
TEL 262-123-4567
FAX 262-521-0198
angelique.matzen@prolec.energy

2. QUOTE SUMMARY

Item Number

10

Price Per Unit

\$2,544,000.00 Transformer
\$ 54,866.00 Freight*
\$ 31,851.00 Rigging*
\$ 106,300.00 Assembly, vacuum filling & Test**

\$2,737,017.00 Total per unit

*Freight and Rigging (F&R) is provided as an estimate only. Actual Cost plus 10% will be invoiced after F&R invoices are received.

**Field Services [includes Warranty Validation, Assembly, vacuum filling & Test] are provided as an estimate only, with Project Management providing price adjustment prior to shipment. Services not completed within six (6) months of delivery may incur additional charges.

Quantity

2

Warranty

Prolec GE Waukesha's 5 Year Power Transformer Warranty

Rating Information

24/32/40/44.8 MVA, ONAN/ONAF/ONAF
3 Phase, 60 Hz., 55/65 Degree C rise
161 kV DELTA To 12.47 kV WYE
with RMV Reduced Capacity LTC and MDIV motor drive

Ship To Destination

Bentonville, Arkansas

Confidential and Proprietary

This document contains proprietary information of Prolec-GE Waukesha, Inc. and may not be disclosed, copied, modified or used without the written permission of Prolec-GE Waukesha, Inc.

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Ship To Location

Address or To Be Determined

If the Ship To Location is not known as of the bid issue date, then the quoted freight and rigging costs may be subject to adjustment based upon final delivery location.

Shipment Lead Time*

Two (2) slots in July 2028, after Waukesha Order Acknowledgment issue date, subject to plant loading at the time of receipt of order.

Please consult the Channel Partner, Application Engineer or Product Sales Specialist identified in the CONTACT INFORMATION shown in this quotation if an alternate lead time is preferred.

3. ADDERS

• One (1) HV bushing	\$10,900.00 each
• One (1) LV bushing	\$ 6,200.00 each
• One (1) HV arrester	\$ 2,750.00 each
• One (1) LV arrester	\$ 850.00 each
• Gaskets	\$ 1,500.00 per set
• Fan Assembly	\$ 1,050.00 per unit

Customer requested Adders shall be added to the Transformer Price and they shall be payable in accordance with agreed upon Payment Terms unless otherwise stated by Waukesha in writing.

4. PRICE & PAYMENT TERMS POLICY

Price Adjustment Policy

Prolec-GE Waukesha, Inc. will provide an updated transformer selling price at the time of shipment, based upon the change in material costs for copper, core steel, plate steel, oil, paper insulation, labor and miscellaneous materials from the time of quotation until one (1) month prior to the shipment date. A change order will be issued for the adjustment amount.

The following material indices are the base indices for this quotation and applies to 85% of the transformer material content, excluding freight, rigging, and field assembly services:

Material	Name	Value	Unit	Index Date	% of Transformer Sales Price
Copper	HG-Comex	565.17	\$/cwt	Mar-26	12.0%
Core Steel	Waukesha Internal Pricing Index	207.00	- -	Mar-26	10.0%
Plate Steel	Cut-to-length Plate Carbon Grade FOB mill US\$/CWT	58.50	\$/cwt	Mar-26	6.0%
Oil	Brent Crude Futures, Continuous Contract #1 (B1) (Front Month)	99.91	42-gal barrel	Mar-26	4.0%
Insulation	RISI NBSK Index [change from PIX NBSK (June 2024)]	1,590.00	\$/MT	Mar-26	2.0%
Labor	U.S. BLS NAICS Code 335 – Mfg Labor Cost Index	29.04	\$	Mar-26	27.0%
Misc.	U.S. BLS – Consumer Price Index	330.21	\$	Mar-26	24.0%

Final Index = Calculated as average of daily values for the month prior to shipment unless otherwise stated in quote/contract.

Price Adjustment % = (CV# * CV%) + (CO# * CO%) + (PL# * PL%) + (OI# * OI%) + (IN# * IN%) + (LA# * LA%) + (MS# * MS%); Price Adjustment \$ = Price Adjustment% * Transformer Sale Price

Confidential and Proprietary

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Transformer Sale Price = Total Contract Value, less freight / rigging / field assembly services

- CV# - Change in HG Comex from base to final
- CO# - Change in Waukesha Internal Core Steel Pricing Index from base to final
- PL# - Change in AMM Cut-to-Length Plate Carbon Grade FOB Mill US\$/CWT Index from base to final
- OI# - Change in Brent Crude Futures, Continuous Contract #1 (B1 - Front Month) Index from base to final
- IN# - Change in RISI NBSK Index from base to final
- LA# - Change in U.S BLS NAICS Code 335 Mfg Labor Cost Index from base to final
- MS# - Change in U.S. BLS Consumer Price Index from base to final
- CV% - Copper as % of Transformer Sale Price
- CO% - Core Steel as % of Transformer Sale Price
- PL% - Plate Steel as % of Transformer Sale Price
- OI% - Oil as % of Transformer Sale Price
- IN% - Insulation as % of Transformer Sale Price
- LA% - Labor as % of Transformer Sale Price
- MS% - Miscellaneous material as a % of Transformer Sale Price

Notes:

- The Quoted Item Price(s) does not include sales, use, excise or any other taxes. Any taxes imposed shall be the responsibility of Customer and will be invoiced accordingly, unless Prolec GE Waukesha is presented with a valid exemption certificate.
- Pricing may be subject to additional price adjustment to reflect direct and/or indirect effects of a government imposed tax or duty, such as tariffs, that a government may impose on imports or exported goods. If additional adjustment(s) applies, it will be made at the time of shipment. If Customer elects a progress payment schedule and an adjustment is made, the adjustment will be reflected on the invoice for the last payment.
 - Price Adjustment Methodology:
 - At the time of final invoicing, Waukesha will provide an updated selling price based upon the percentage content of affected commodity or component and applied to the transformer price. The final selling price will be adjusted with the final price adjustment calculation being provided in advance of shipment and applied to the last invoice.

PAYMENT TERMS & MILESTONES

Payment milestones, subject to credit approval, are as follows:

- 10% to be invoiced at time of Order Acknowledgement
- 40% to be invoiced at Approval Drawing Submittal
- 40% to be invoiced at time of Release to Manufacturing
- 10% to be invoiced at Delivery to pad

Note: All payments are Due Net 30 days from date of invoice

LATE PAYMENT POLICY

If payment is more than 10 days past the due date of the applicable invoice, Prolec GE Waukesha may:

1. Charge interest of 1½% per month of the unpaid balance, and/or;
2. Withhold shipment of the affected Transformer until Customer is current on all payment obligations as set forth under the applicable Purchase Order.

For the avoidance of doubt, any delay in shipment due to Customer's late payment shall be credited to Prolec GE Waukesha in regards to the calculation of any liquidated damages. Any additional costs incurred due to postponed shipment under this section shall be the responsibility of Customer.

5. DRAWINGS

Approval drawings will be provided 30 weeks before ship date. Please contact the Application Engineer if an earlier date is required. Quoted Shipment Lead Time includes 2 weeks for customer to review and return approval drawings.

For orders requiring drawing approval, a release to immediately proceed with production must be returned to Waukesha within 2 weeks after drawing submittal to maintain scheduled date(s).

6. MINERAL OIL

Mineral Oil is included in the quoted transformer price. If mineral oil is shipped separately, pricing includes shipment/delivery of the oil within sixty (60) days of shipment of the transformer. After that date, any additional costs will be charged to the customer.

7. SHIPMENT

The above quoted transformer(s) will be shipped **dry by truck to your specified pad.**

Quoted freight and rigging prices are based on the delivery location and site conditions known as of the bid issue date and based on the free access required for Waukesha to unload the equipment without obstruction. Prices are subject to adjustment to the extent that there are changes to the delivery location, the delivery location's transportation route, or the site conditions ("Conditions") that would complicate the movement of the transformer(s).

Such Conditions that would complicate the movement of the transformer(s), include, but are not limited to: lack of existing roads; impassable conditions; extreme grade or any other condition that would prevent Waukesha from delivering to the specified site with a single crane lift; if clearance is not available due to highway construction; changes in state regulations; changes in bridge limitations; needed repairs to, but not limited to, roadway, delivery site access, or railways (customer or non-customer owned); obstructions such as existing fencing, or removal or reinstallation of any overhead or adjacent structures; insufficiently compacted soil (necessitating matting); oil containment pits or dikes around pad; debris or other condition beyond Waukesha's control or unknown at the time of bid.

Any additional costs associated with such Conditions will be charged to the customer. Customer shall, at its own cost and expense, warrant free and clear access within the delivery site for the purpose of Waukesha's ability to perform its obligations under this Contract including but not limited to delivery and warranty repairs.

8. WARRANTY VALIDATION / FIELD SERVICE

Services for **Warranty Validation / Assembly, Vacuum Filling & Testing** ("Field Services") as identified in this quotation are included in the quoted transformer price. Other Field Services may be identified as an ADDER. Field Services standard work scope is included as an attachment. Quoted Field Service prices are based on free access to the site required to perform the field services and on the anticipated schedule with a single trip to the site. Quoted Field Service prices do not include any site specific or customer required access and/or safety training, any special and/or site-specific safety, PPE or environmental requirements, use of union labor or any local Sales or Use tax. Any additional direct costs associated with deviations from the proposed field service schedule will be charged to the Customer on a time and material basis.

Any Field Service offered in this quote, either as part of the quoted price or which can be elected as an adder, shall be subject to the terms of purchase of the transformer. In no event shall Waukesha have any obligation to identify, correct, abate, clean up, control, or remove from customer's premises any toxic or hazardous material. **Services not completed within six (6) months of delivery may incur additional charges.**

9. TERMS & CONDITIONS

The enclosed Prolec-GE Waukesha, Inc. **Terms and Conditions for Sale of Products and Services** form an integral part of this proposal and shall apply unless otherwise agreed in writing by an authorized representative of Prolec-GE Waukesha, Inc. To facilitate efficient order processing, all purchase orders will be governed by these terms. If the parties subsequently negotiate and agree upon alternative terms, the purchase order will be amended accordingly upon execution of those mutually agreed terms.

Seller shall in no event be liable for any indirect, special or consequential damages whatsoever, whether grounded in tort (including negligence), strict liability, or contract. Under no circumstances shall Seller's liability to Buyer exceed the contract price for the specific goods and services upon which the claim is based. Any action for breach of contract or otherwise must be commenced within one year after the cause of action has accrued.

After execution of a Purchase Order, should the United States of America or any state or local government authority impose any new tariff, legislation, regulation, or other remedy related to commodities or inputs affecting the work, the parties agree to equitably adjust the pricing under such Purchase Order as necessary to account for the financial effects or other direct or indirect effects of any such remedy that cannot be reasonably avoided by either party. Any adjustment subject to this clause will be reflected on the final invoice.

Prolec-GE Waukesha, Inc. reserves the right to correct clerical and administrative errors in this quotation, and other related documents.

10. WARRANTY

The above transformer is quoted with the Prolec GE **Five Year Power Transformer Warranty** in lieu of all others specified, expressed or implied. To qualify for the Five Year Warranty, a Waukesha Service representative **must be** present at the time the transformer is dressed out, and both the primary and secondary must be protected from surges with arresters mounted on the transformer tank.

In addition to the above, full compliance to the Waukesha Instruction Manual is required to validate the warranty. A complete Instruction Manual is provided in the control box of every Waukesha Power Transformer.

CUSTOMER ACKNOWLEDGES THAT THIS WARRANTY MAY BE DEEMED VOID BY PROLEC-GE WAUKESHA, INC. UNTIL PAYMENT IS RECEIVED IN FULL FOR ALL UNDISPUTED INVOICES RELATED TO THE TRANSFORMER, STORAGE OF THE TRANSFORMER, AND ANY RELATED SERVICES.

11. TECHNICAL NOTES & COMMENTS

- a. This proposal is based on the information provided in the Request for Quote documentation (RFQ) and, if applicable, any addendum to the RFQ received prior to proposal submittal. Customer requested changes after proposal submittal or at the time of order placement will be subject to commercial and technical review and acceptance by Waukesha. Acceptable impacts to scope, schedule, or cost may require a Waukesha Change Order Request Proposal. Implementation of the mutually agreed upon changes will commence after written acceptance by the Customer.
- b. For units shipping Twenty-Four (24) months after approval drawing submittal, Waukesha may require design changes to ensure compliance with current industry, customer, or manufacturer standards, as well as available components. If applicable, these design changes, and potential cost impacts, will be reviewed with the customer by the project manager at time of manufacturing.
- c. **Spec 4.1.5.** Prolec GE Waukesha provides our standard Black Anodized Aluminum nameplate, which offers improved legibility and appearance.
 - a. Subjected to ASTM standards per MS 9510-001 (Salt Spray, Humidity, Taber Abrasion, Temperature Resistance, QUV, Sea Water Immersion, Acid Resistance, Solvent Resistance), this superior technology is especially critical in high abrasion and/or corrosive environments
- b. **Spec 5.6.20.** The SEL-2414 is being provided with the device manufacturer's factory default settings. No programming will be supplied by Waukesha. If programing is required, please consult the Application Engineer for the adder.
- c. **Spec 5.8.** Waukesha uses inhibited mineral oil (ANSI/ASTM D-3487) from Waukesha approved sources [see attached oil specification].

12. TECHNICAL EXCEPTIONS

- a. Supply chain constraints may require Prolec GE Waukesha to procure equivalent components/materials from alternate sources not listed in your specification.
- b. **Spec 2.2.7. IEEE C57.119 Heat Run Testing** is classified as a special test intended to determine thermal exponents (m and n) for overload temperature calculations. IEEE C57.12.00 already provides recommended exponent values for this purpose. Historical heat run tests on Waukesha transformer designs have consistently produced thermal exponents lower than the IEEE-recommended values, with minimal impact on calculated temperatures and no operational significance. Because IEEE C57.119 requires three full heat runs—resulting in significant test bay time and power consumption—Waukesha proposes to provide overload temperature calculations using both IEEE-recommended exponents and Waukesha design-based calculated exponents in lieu of performing the full test sequence. The cost of IEEE C57.119 heat run testing in duplicates is **not included** in this proposal. If required, it can be performed for an additional cost of \$42,500.
- c. **Spec 4.4.5.** Exception taken to providing an accelerated aging test on the paint to be used inside the tank. The aged oil and control shall meet the IEEE C57-637 standard for continued use of Insulating oils.

13. LOSS GUARANTEE

In accordance with latest revision of IEEE Standard C57.12.00, Section 5.9, No-load (core) loss guarantee on the enclosed performance specification(s) is based on the standard reference temperature of 20°C. Load (winding) loss guarantee is at the standard reference temperature of 85°C on 65°C rise rated transformers (or 75°C on 55/65°C rise rated transformers).

Waukesha tests no-load and load losses with less than 1.0% measurement error. These measurement errors are determined by a calibration system that is traceable to the National Institute of Standards and Technology (formerly the National Bureau of Standards) using methods described in NIST's Technical Note 1204.

14. AWARD OF CONTRACT

In the event that the transformer contract is awarded to Prolec-GE Waukesha, Inc., please provide the following text on the purchase order to help expedite order processing: **Unit(s) will be Designed, Manufactured, Tested, Shipped, Sold and Invoiced in accordance with Prolec-GE Waukesha, Inc. Quotation 70013368, dated 04/28/2026.**

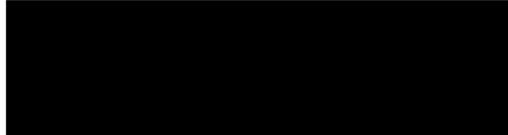
15. VALIDITY

This bid will remain in effect for 30 days unless changed in the interim by written notice from Waukesha. Extensions to the 30-day validity may be considered, as required, to facilitate the order process.

Sincerely,
Prolec-GE Waukesha, Inc.



Mariana Escobedo
Application Engineer



Mark Ritcher
Commercial Operations Manager – U.S.A.

16. ENCLOSURES

- a. Performance Specification(s)
- b. Proposal Form / Data Sheets
- c. Preliminary Outline
- d. Waukesha Terms and Conditions of Sale
- e. Cancellation/Delay Policy
- f. Waukesha Five Year Power Transformer Warranty
- g. Waukesha Warranty Validation
- h. Assembly Vacuum Filling & Testing: Units Shipped Without Oil
- i. Waukesha Service Solutions
- j. Transformer Oil Specification
- k. Transformer Paint Systems
- l. Transformer Tank Design & Construction
- m. Nameplate - Black Anodized Aluminum
- n. Short Circuit Test Results

Performance Specification

TRANSFORMER RATINGS

Phase	3	Cooling Class	HV Volts		XV Volts		YV Volts		ZV (TV) Volts	
Frequency	60		161,000	--	12,470	--	--	--	--	--
Temp Rise °C	55 / 65		Delta	--	Wye	--	--	--	--	--
Insulating Oil		ONAN	24.00	/	26.88	24.00	/	26.88	--	--
		ONAF	32.00	/	35.84	32.00	/	35.84	--	--
		ONAF	40.00	/	44.80	40.00	/	44.80	--	--

ADDITIONAL TAP VOLTAGES

Terminal	Style	Taps or KV		Capacity
HV	DETC	+ 2 / - 2	@ 2.500 %	FULL
XV	RMV	+ 16 / - 16	@ 0.625 %	REDUCED

PERCENT IMPEDANCE VOLTS

%	Windings	At MVA
10.50	H-X	24.0
--	H-Y	--
--	X-Y	--

INSULATION LEVELS (KV)

Terminal	Winding	Bushing
HV Line	750 --	750
HV Neutral	--	--
XV Line	110 --	110
XV Neutral	110	110
YV Line	-- --	--
YV Neutral	--	--
ZV (TV) Line	-- --	--
ZV (TV) Neutral	--	--

AUXILIARY LOSSES AND SOUND LEVEL

MVA	Class	Cooling	Sound Level dB
24.00	ONAN	--	65
32.00	ONAF	1,500	67
40.00	ONAF	3,000	68

The above values for cooling loss do not include ancillary equipment (heaters, control devices, etc.) losses of 3,000 watts

PERFORMANCE BASED ON A LOADING OF

HV Winding	161,000 Volts @	24.00 MVA
XV Winding	12,470 Volts @	24.00 MVA
YV Winding	-- Volts @	-- MVA
ZV (TV) Winding	-- Volts @	-- MVA

EFFICIENCIES

Base MVA (ONAN) = 100%

Load	100%	75%	50%	25%
Percent	99.57	99.64	99.67	99.61

REGULATION

Power Factor	Percent Regulation
1.0	0.90
0.9	5.30
0.8	6.89

PERFORMANCE DATA No Load Temp: 20 °C/ Load Loss Temp: 75 °C

Exciting Current (Percent) and Loss (Watts)				
Excitation	Exciting Current(%)	No Load Loss	Load Loss	Total Loss
100%	.500	18,500	84,100	102,600

MECHANICAL DATA - Not for Construction

Dimensions are in inches & weights are in pounds (approx.values)

Outline Drawing Number:				Shipping: Dry by Truck	
	Base	Assembled	Shipping	Weight (lbs)	
Height (A)	--	223	155	Core and Coils	78,384
Width (B)	197	236	236	Tank and Fittings	53,156
Depth (C)	87	185	127	Liquid (8,819 gallons)	66,146
Height Over Cover (D)	--	142	142	Total Weight	197,686
				Shipping Weight, Heaviest Piece	111,131

Manufacturer's Proposal Information to be Submitted with Bid

Manufacturer/Factory Location		Prolec GE Waukesha, Inc.
No-Load (Core) Losses @ 100% Rated Voltage		18,500 watts
Load (Copper) Losses @ Base Rating (24 MVA)		84,100 watts
% Regulation at 100% P.F., 24 MVA		0.90
% Regulation at 80% P.F., 24 MVA		6.89
Impedance, % at Base Rating	Z1%	10.5
	Z1%	
Total Assembled Weight, Including Oil		197,686
Height over Cover (Tank Height)		142
Height over 161kV Bushing		223
Height over Low Voltage Bushing		155
Transformer Tank Base Dimensions		197 x 87
Shipping Weight		111,131
Total Weight		197,686
Proposal Outline Drawing		Included
Insulation System		N2 system
Gallons of Oil Required		8,819
Oil Being Shipped in Transformer		No
Oil Manufacturer and Type		from our approved resources
LTC Manufacturer and Model		RMV-II-2500
Can LTC be manually operated, safely, without de-energizing transformer?		the manual advises <u>deenergizing the transformer</u> if a manual tap change is needed.
Bushing Manufacturer(s)	High	PCORE
	Low	PCORE
Lightning Arrester Manufacturer(s)	High	OHIO BRASS
	Low	OHIO BRASS

List Components to be assembled on site (shipping splits, etc.)

HV bushings and radiators

Exceptions

Each and every exception that the Bidder takes to the specifications, and/or alternates, shall be listed here. Additional detail regarding exceptions may be by specific reference to specific sections in commercial terms or bulletins provided by Bidder. However, only referencing commercial terms without specific listing of exceptions may result in disqualification of the Bid. If no exceptions are taken, the Bidder shall indicate "No Exceptions" below.

Please see quote 70013368

End of Specification

Terms and Conditions for Sale of Products and Services

FORM PGE2025

NOTICE: Sale of any Products or Services is expressly conditioned on Buyer's assent to these Terms and Conditions. Any acceptance of Seller's offer is expressly limited to acceptance of these Terms and Conditions and Seller expressly objects to any additional or different terms proposed by Buyer. No facility entry form shall modify these Terms and Conditions even if signed by Seller's representative. Any order to perform work and Seller's performance of work shall constitute Buyer's assent to these Terms and Conditions. Unless otherwise specified in the quotation, Seller's quotation shall expire 30 days from its date and may be modified or withdrawn by Seller before receipt of Buyer's conforming acceptance.

1. DEFINITIONS

"Buyer" means the entity to which Seller is providing Products or Services under the Contract.

"Contract" means either the contract agreement signed by both parties, or the purchase order signed by Buyer and accepted by Seller in writing, for the sale of Products or Services, together with these Terms and Conditions, Seller's final quotation, the agreed scope(s) of work, and Seller's order acknowledgement. In the event of any conflict, the Terms and Conditions shall take precedence over other documents included in the Contract.

"Contract Price" means the agreed price stated in the Contract for the sale of Products and Services, including adjustments (if any) in accordance with the Contract.

"Firmware" means software provided with or embedded in a Product and necessary for the proper functioning of the Product, but excluding software supplied by a third party and software applications licensed separately.

"Hazardous Materials" means any toxic or hazardous substance, hazardous material, dangerous or hazardous waste, dangerous good, radioactive material, petroleum or petroleum-derived products or by-products, or any other chemical, substance, material or emission, that is regulated, listed or controlled pursuant to any national, state, provincial, or local law, statute, ordinance, directive, regulation or other legal requirement of the United States ("U.S.") or the country of the Site.

"Insolvent/Bankrupt" means that a party is insolvent, makes an assignment for the benefit of its creditors, has a receiver or trustee appointed for it or any of its assets, or files or has filed against it a proceeding under any bankruptcy, insolvency dissolution or liquidation laws.

"Power Transformers" means single-phase or three-phase transformers above 5 MVA base rating and sold by Seller's Power Transformers business units.

"Products" means the equipment (including Power Transformers, if applicable), parts, materials, supplies, software, and other goods Seller has agreed to supply to Buyer under the Contract.

"Seller" means the entity providing Products or performing Services under the Contract.

"Services" means the services Seller has agreed to perform for Buyer under the Contract.

"Site" means the premises where Products are used or Services are performed, not including Seller's premises from which it performs Services.

"Terms and Conditions" means these "Terms and Conditions for Sale of Products and Services," including any relevant addenda pursuant to Article 18, together with any modifications or additional provisions specifically stated in Seller's final quotation or specifically agreed upon by Seller in writing.

2. PAYMENT

- 2.1 Buyer shall pay Seller for the Products and Services by paying all invoiced amounts by direct bank transfer in the currency specified by Seller in the Contract or with check delivered to the Seller's payment address set forth in the Contract, without set-off for any payment from Seller not due under this Contract, within thirty (30) days from the invoice date. Remittance

notification of payment is to be sent to the contact listed on the invoice. Invoicing and payment shall be in accordance with the Contract. If not otherwise agreed in the Contract, Seller shall issue invoices upon shipment of Products and as Services are performed, or if the Contract Price is U.S. Two Hundred Fifty Thousand Dollars (\$250,000) or more, progress payments shall be invoiced starting with twenty-five percent (25%) of the Contract Price for Products and Services upon the issuance of Seller's order acknowledgement and continuing such that ninety percent (90%) of the Contract Price for Products is received before the earliest scheduled Product shipment and Services are invoiced as performed ("the Progress Payments"). For each calendar month, or fraction thereof, that payment is late, Buyer shall pay a late payment charge computed at the rate of one-and-a-half percent (1.5%) per month on the overdue balance, or the maximum rate permitted by law, whichever is less. If the price is set by the Contract in a currency other than U.S. dollars, references to U.S. dollars in this Section 2.1 shall mean the equivalent amount in the applicable currency. In case of any increase in material or labor costs over the Contract execution period, the Seller shall be entitled to compensation as per the Contract price adjustment/escalation mechanism specified in the Seller's offer. In case the Contract does not comprise a price adjustment/escalation mechanism and if a Party can demonstrate that the continued performance of its contractual obligations has become excessively onerous due to an event as per Clause 10 (which will include evolution of any event pre-existing at the time of signature of the Contract), the Parties are bound, within a reasonable time of written notice by one Party to the other, to negotiate alternative contractual terms or a mitigation plan which reasonably permit the consequences of the event to be mitigated or the restoration of the balance that was pre-existing at the signature of the Contract between the Parties. The Party serving notice under this Clause shall provide the other Party with as much commercially available details of the event or events affecting that Party's contractual obligations, the affected obligations themselves and how and to which extent these events are (and will be) affecting the performance of the Contract. The Parties shall act in the spirit of openness and transparency in this communication within the limits set by applicable anti-trust laws and regulations. Where an agreement is reached, the Parties shall start implementing the agreed measures immediately, pending the signature of the relevant amendment to the Contract. In the event the Parties are unable to agree on alternative contractual terms or on a mitigation plan as provided above within fifteen (15) days of the written notice, and in the absence of any other agreement, the Party serving notice under this Clause will be entitled to either suspend its performance of the affected portion of the Contract, or to terminate the Contract, without any liability to the other party. If the Contract is suspended for a period greater than 60 consecutive days by that Party, either Party may terminate the Contract by sending written notice of termination to the other Party. In case of termination of the Contract hereunder, the Parties shall settle their accounts accordingly as if the Contract had been terminated through no fault of the Parties, without prejudice to any Party's right to apply the provisions of Clause 16.2 hereof. To support the prevention of fraud, in the event the Buyer is required to make a payment to a bank account that is not the one expressly agreed in the Contract, the Buyer shall, before proceeding with payment, request confirmation to the Seller that the bank account identified in the invoice or request for payment is valid. Verification must be anticipated not to lead to any delay in making payment.

- 2.2 As and if requested by Seller, Buyer shall at its expense establish and keep in force payment security in the form of an irrevocable, unconditional, sight letter of credit or bank guarantee allowing for pro-rata payments as Products are shipped and Services are performed, plus payment of cancellation and termination charges, and all other amounts due from Buyer under the Contract ("Payment Security"). The Payment Security shall be (a) in a form, and issued or confirmed by a bank acceptable to Seller, (b) payable at the counters of such acceptable bank or negotiating bank, (c) opened prior to commencement of work by Seller with respect to development, manufacturing and shipment of Products and at least sixty (60) days prior to commencement of Services, and (d) remain in effect until the latest of ninety (90) days after the last scheduled Product shipment, completion of all Services and Seller's receipt of the final payment required under the Contract. Buyer shall, at its expense, increase the amount(s), extend the validity period(s) and make other appropriate modifications to any Payment Security within ten (10) days of Seller's notification that such adjustment is necessary in connection with Buyer's obligations under the Contract.
- 2.3 Seller is not required to commence or continue its performance unless and until any required Payment Security is received, operative and in effect and all applicable Progress Payments have been received. For each day of delay in receiving Progress Payments or acceptable Payment Security, Seller shall be entitled to an equitable extension of the schedule and Seller may withhold shipment of the affected Products until Buyer is current on all payment obligations as set forth under the applicable Purchase Order. For the avoidance of doubt, any delay in shipment due to Buyer's late payment shall be credited to Seller in regard to the calculation of any liquidated damages. Any additional costs incurred due to postponed shipment shall also be the responsibility of Buyer. If at any time Seller reasonably determines that Buyer's financial condition or payment history does not justify continuation of Seller's performance, Seller shall be entitled to require full or partial payment in advance or otherwise restructure payments, request additional forms of Payment Security, suspend its performance or terminate the Contract.

3. TAXES AND DUTIES

Seller shall be responsible for all corporate taxes measured by net income due to performance of or payment for work under this Contract ("Seller Taxes"). Buyer shall be responsible for all taxes, duties, fees, or other charges of any nature (including, but not limited to, consumption, gross receipts, import, property, sales, stamp, turnover, use, or value-added taxes, and all items of withholding, deficiency, penalty, addition to tax, interest, or assessment related thereto, imposed by any governmental authority on Buyer or Seller or its subcontractors) in relation to the Contract or the performance of or payment for work under the Contract other than Seller Taxes ("Buyer Taxes"). Any Buyer Taxes imposed shall be the responsibility of Buyer and will be invoiced accordingly, unless Seller is presented with a valid exemption certificate. The Contract Price does not include the amount of any Buyer Taxes. If Buyer deducts or withholds Buyer Taxes, Buyer shall pay additional amounts so that Seller receives the full Contract Price without reduction for Buyer Taxes. Buyer shall provide to Seller, within one month of payment, official receipts from the applicable governmental authority for deducted or withheld taxes.

4. DELIVERIES, TITLE TRANSFER, RISK OF LOSS AND STORAGE

- 4.1 For shipments that do not involve export, including shipments from one European Union ("EU") country to another EU country, Seller shall deliver Products to Buyer FCA Seller's facility or warehouse (Incoterms 2020), except to the extent otherwise mutually agreed by the parties and reflected on the applicable Purchase Order and in Seller's quotation, which shall be deemed acceptance of the Products. For export shipments, Seller shall deliver Products to Buyer FCA Port of Export (Incoterms 2020). Notwithstanding anything to the contrary, for any importation, Buyer shall be identified as the importer in all applicable documents. If not otherwise agreed in the Contract, Buyer shall pay all delivery costs and charges or pay Seller's standard shipping charges plus up to twenty-five (25%) percent. Partial deliveries are permitted. Seller may deliver Products in advance of the delivery schedule. In case Buyer and Seller agree on different transportation arrangement with cost of freight and delivery to destination included in the Contract Price, Seller will not be responsible for any increase in transportation costs occurring after the Contract signature unless if caused by Seller's sole negligence, and Seller will be entitled to invoice the Buyer the additional transportation costs it has actually incurred, subject to reasonable justification of such additional costs. Delivery times are approximate and will be confirmed through the acknowledgement of an acceptable Purchase Order. Delivery time and cost are dependent upon prompt receipt by Seller of all information necessary to proceed with the work without interruption. Any additional costs associated with the change in delivery location, with impact from any lack of clear access or resulting from changes in site conditions will be charged to the Buyer. If Products delivered do not correspond in quantity, type or price to those itemized in the shipping invoice or documentation, Buyer shall so notify Seller within ten (10) days after receipt.
- 4.2 For shipments that do not involve export, title to Products shall pass to Buyer upon delivery in accordance with Section 4.1. For export shipments from a Seller facility or warehouse outside the U.S., title shall pass to Buyer upon delivery in accordance with Section 4.1. For shipments from the U.S. to another country, title shall pass to Buyer immediately after each item departs from the territorial land, seas and overlying airspace of the U.S. The 1982 United Nations Convention of the Law of the Sea shall apply to determine the U.S. territorial seas. For all other shipments, title to Products shall pass to Buyer the earlier of (i) the port of export immediately after Products have been cleared for export, or (ii) immediately after each item departs from the territorial land, seas and overlying airspace of the sending country. When Buyer arranges the export or intercommunity shipment, Buyer will provide Seller evidence of exportation or intercommunity shipment acceptable to the relevant tax and custom authorities.
- 4.3 Risk of loss shall pass to Buyer upon delivery pursuant to Section 4.1, except that for export shipments from the U.S., risk of loss shall transfer to Buyer upon title passage.
- 4.4 If any Products to be delivered under this Contract or if any Buyer equipment repaired at Seller's facilities cannot be shipped to or received by Buyer or end user when ready due to any cause attributable to Buyer, its other contractors or the end user, Seller may ship the Products and equipment to a storage facility, including storage at the place of manufacture or repair, or to an agreed freight forwarder. If Seller places Products or equipment into storage, the following apply: (i) title and risk of loss immediately pass to Buyer, if they have not already passed, and delivery shall be deemed to have occurred; (ii) any amounts otherwise payable to Seller upon delivery or shipment shall be due; (iii) Seller will be entitled to invoice the Buyer the costs of transportation to and rigging into the storage facilities, the costs of transportation from and rigging out of the storage facilities, the costs of the railcar or other materials required to store the equipment, plus a lumpsum amount of no less than 1.0% of the Contract Price per day of storage with a minimum of fifteen hundred United States dollars (US \$1,500). Invoices shall be on a monthly basis starting the beginning at the end of the first month of storage until the shipment of the Products can be made;

and (iv) when conditions permit and upon payment of all amounts due, Seller shall make Products and repaired equipment available to Buyer for delivery. If the Contract requires Seller to submit drawings or other documents for approval by Buyer, Buyer shall review and issue its response (either approval or disapproval with reasons for disapproval detailed) within 10 days of Seller's submittal. If Buyer fails to provide a response within 10 days, the submittal shall be deemed approved.

- 4.5 If repair Services are to be performed on Buyer's equipment at Seller's facility, Buyer shall be responsible for, and shall retain risk of loss of, such equipment at all times, except that Seller shall be responsible for damage to the equipment while at Seller's facility to the extent such damage is caused by Seller's negligence.
- 4.6 Buyer shall, at its own cost and expense, warrant free and clear access within the delivery site for purposes of Seller's ability to perform its obligations under the Contract including but not limited to delivery and warranty repairs.

5. WARRANTY

- 5.1 Seller warrants that Products shall be delivered free from defects in title and in material and workmanship under normal use and service, and that Services shall be performed in a competent, diligent manner, in accordance with any mutually agreed specifications.
- 5.2 Unless otherwise agreed to by the parties, Products: the warranty shall expire twelve (12) months from first use, or eighteen (18) months from the delivery of the Products to its destination from Seller's facility whichever occurs first, except that, if developed by Seller, software is warranted for ninety (90) days from delivery. Power Transformers warranty shall be five (5) years from the date of shipment, according to Seller's standard 5-year warranty attached in Seller's quotation. Services: the warranty shall expire twelve (12) months after performance of the Service, except that software-related Services are warranted for ninety (90) days.
- 5.3 If any part is found to contain defects in material and/or workmanship during the warranty period, Seller's liability and Buyer's remedies under this warranty shall be limited solely to repair or replacement, at Seller's option, of the defective part. Decision on the location, method and extent of repairs rests solely with Seller. Buyer shall give Seller prompt written notice of any claim hereunder in writing, and in any event prior to expiration of the warranty period. Seller shall be given a reasonable opportunity to investigate all claims, and no Products may be returned to Seller without authorization and instructions from Seller's Customer Service Department.

Warranty repair, replacement or re-performance by Seller shall not extend or renew the applicable warranty period. Buyer shall obtain Seller's agreement on the specifications of any tests it plans to conduct to determine whether a non-conformance exists.

- 5.4 For Power Transformers only, during the first year, Seller's warranty covers freight within the 48 contiguous United States, Mexico and Brazil of defective Power Transformers. This warranty also covers the cost of removal from the site and reinstallation after repair, subject to a limit of 10% of the original selling price of the impacted Power Transformer. Costs of moving structures or associated equipment not included in Seller's scope are expressly excluded from this warranty coverage.
- 5.5 Unless otherwise set forth herein, Buyer shall bear the costs of access for Seller's remedial warranty efforts (including removal and replacement of systems, structures or other parts of Buyer's facility), de-installation, decontamination, reinstallation and transportation of defective Products to Seller and back to Buyer.
- 5.6 To validate the warranty of Power Transformer products, a Seller's customer service representative must be present during field assembly, vacuum filling (if required) and inspection of the installation prior to energization. In the event that Power Transformers are relocated, a Seller's customer service representative must be present during field re-assembly, vacuum-filling (if required) and inspection of the reinstallation prior to re-energization. Buyer forfeits the provisions of this warranty if either of these service requirements is not followed.
- 5.7 The warranties and remedies are conditioned upon (a) proper storage, installation (if not performed by Seller, by properly Seller-certified installers or under the supervision of properly Seller-certified supervisors, if required), use, operation, and maintenance of Products; (b) Buyer keeping accurate and complete records of operation and maintenance during the warranty period and providing Seller access to those records; and (c) modification or repair of Products or Services only as authorized by Seller in writing. For this warranty to be valid, Seller requires that all transformer windings shall be protected from surges, including but not limited to arresters mounted on the transformer tank or an insulation coordination study may be required. Failure to meet any such conditions renders the warranty null and void. Seller is not responsible for normal wear and tear or vandalism.

- 5.8 This Article 5 provides the exclusive remedies for all claims based on failure of or defect in Products or Services, regardless of when the failure or defect arises, and whether a claim, however described, is based on contract, warranty, indemnity, tort/extra-contractual liability (including negligence), strict liability or otherwise. The warranties provided in this Article 5 are exclusive and are in lieu of all other warranties, conditions and guarantees whether written, oral, implied or statutory. THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED OR STATUTORY WARRANTY, OR WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. BUYER ACKNOWLEDGES THAT THIS WARRANTY MAY BE DEEMED VOID BY SELLER UNTIL PAYMENT IS RECEIVED IN FULL FOR ALL UNDISPUTED INVOICES RELATED TO THE PRODUCTS, STORAGE OF THE PRODUCTS, AND ANY RELATED SERVICES.

6. CONFIDENTIALITY

- 6.1 Seller and Buyer (as to information disclosed, the "Disclosing Party") may each provide the other party (as to information received, the "Receiving Party") with Confidential Information in connection with this Contract. "Confidential Information" means (a) information that is designated in writing as "confidential" or "proprietary" by Disclosing Party at the time of written disclosure, and (b) information that is orally designated as "confidential" or "proprietary" by Disclosing Party at the time of oral or visual disclosure and is confirmed to be "confidential" or "proprietary" in writing within twenty (20) days after the oral or visual disclosure. In addition, prices for Products and Services shall be considered Seller's Confidential Information.
- 6.2 Receiving Party agrees: (i) to use the Confidential Information only in connection with the Contract and use of Products and Services, (ii) to take reasonable measures to prevent disclosure of the Confidential Information to third parties, and (iii) not to disclose the Confidential Information to a competitor of Disclosing Party. Notwithstanding these restrictions, (a) Seller may disclose Confidential Information to its affiliates and subcontractors in connection with performance of the Contract, (b) a Receiving Party may disclose Confidential Information to its auditors, (c) Buyer may disclose Confidential Information to lenders as necessary for Buyer to secure or retain financing needed to perform its obligations under the Contract, and (d) a Receiving Party may disclose Confidential Information to any other third party with the prior written permission of Disclosing Party, and in each case, only so long as the Receiving Party obtains a non-disclosure commitment from any such subcontractors, auditors, lenders or other permitted third party that prohibits disclosure of the Confidential Information and provided further that the Receiving Party remains responsible for any unauthorized use or disclosure of the Confidential Information. Receiving Party shall upon request return to Disclosing Party or destroy all copies of Confidential Information except to the extent that a specific provision of the Contract entitles Receiving Party to retain an item of Confidential Information. Seller may also retain one archive copy of Buyer's Confidential Information.
- 6.3 The obligations under this Article 6 shall not apply to any portion of the Confidential Information that: (i) is or becomes generally available to the public other than as a result of disclosure by Receiving Party, its representatives or its affiliates; (ii) is or becomes available to Receiving Party on a non-confidential basis from a source other than Disclosing Party when the source is not, to the best of Receiving Party's knowledge, subject to a confidentiality obligation to Disclosing Party; (iii) is independently developed by Receiving Party, its representatives or affiliates, without reference to the Confidential Information; and (iv) is required to be disclosed by law or valid legal process provided that the Receiving Party intending to make disclosure in response to such requirements or process shall promptly notify the Disclosing Party in advance of such disclosure and reasonably cooperate in attempts to maintain the confidentiality of the Confidential Information.
- 6.4 Each Disclosing Party warrants that it has the right to disclose the information that it discloses. Neither Buyer nor Seller shall make any public announcement about the Contract without prior written approval of the other party. As to any individual item of Confidential Information, the restrictions under this Article 6 shall expire five (5) years after the date of disclosure. Article 6 does not supersede any separate confidentiality or nondisclosure agreement signed by the parties.

7. INTELLECTUAL PROPERTY

- 7.1 Notwithstanding the provisions of section 4.2, Seller grants only a non-exclusive license, and does not pass title to any Firmware and other software provided by Seller under this Contract, drawings and other documentation delivered for use of Buyer shall remain subject to ownership and/or intellectual property rights of Seller, as applicable and title to any leased equipment remains with Seller.
- 7.2 Seller shall defend and indemnify Buyer against any claim by a non-affiliated third party (a "Claim") alleging that Products or Services furnished under this Contract infringe a patent in effect in the U.S., an EU member state or the country of the Site (provided there is a corresponding patent issued by the U.S. or an EU member state), or any copyright or trademark registered

in the country of the Site, provided that Buyer (a) promptly notifies Seller in writing of the Claim, (b) makes no admission of liability and does not take any position adverse to Seller, (c) gives Seller sole authority to control defense and settlement of the Claim, and (d) provides Seller with full disclosure and reasonable assistance as required to defend the Claim.

- 7.3 Section 7.2 shall not apply and Seller shall have no obligation or liability with respect to any Claim based upon (a) Products or Services that have been modified or revised, (b) the combination of any Products or Services with other products or services when such combination is a basis of the alleged infringement, (c) failure of Buyer to implement any update provided by Seller that would have prevented the Claim, (d) unauthorized use of Products or Services, or (e) Products or Services made or performed to Buyer's specifications, designs or instructions.
- 7.4 Should any Product or Service, or any portion thereof, become the subject of a Claim, Seller may, at its option, (a) procure for Buyer the right to continue using the Product or Service, or applicable portion thereof; (b) modify or replace it in whole or in part to make it non-infringing; or (c) failing (a) or (b), take back infringing Products or Services and refund the price received by Seller attributable to the infringing Products or Services.
- 7.5 Article 7 states Seller's exclusive liability for intellectual property infringement by Products and Services.
- 7.6 Each party shall retain ownership of all Confidential Information and intellectual property it had prior to the Contract. All rights in and to Firmware and software not expressly granted to Buyer are reserved by Seller. All new intellectual property conceived or created by Seller in the performance of this Contract, whether alone or with any contribution from Buyer, shall be owned exclusively by Seller. Buyer agrees to deliver assignment documentation as necessary to achieve that result.

8. INDEMNITY

Each of Buyer and Seller (as an "Indemnifying Party") shall indemnify the other party (as an "Indemnified Party") from and against claims brought by a third party, on account of personal injury or damage to the third party's tangible property, to the extent caused by the negligence of the Indemnifying Party in connection with this Contract. In the event the injury or damage is caused by joint or concurrent negligence of Buyer and Seller, the loss or expense shall be borne by each party in proportion to its degree of negligence. For purposes of Seller's indemnity obligation, no part of the Products or Site is considered third party property.

9. INSURANCE

During the term of the Contract, Seller shall maintain for its protection the following insurance coverage: (i) Worker's Compensation, Employer's Liability and other statutory insurance required by law with respect to work related injuries or disease of employees of Seller in such form(s) and amount(s) as required by applicable laws; (ii) Automobile Liability insurance with a combined single limit of U.S. \$1,000,000.00; and (iii) Commercial General Liability or Public Liability insurance for bodily injury and property damage with a limit of U.S. \$1,000,000.00 per occurrence, U.S. \$2,000,000 in the aggregate. If required in the Contract, Seller shall provide a certificate of insurance reflecting such coverage.

10. EXCUSABLE EVENTS

Neither party shall be liable or considered in breach of its obligations under this Contract to the extent that such party's performance is delayed or prevented, directly or indirectly, by any cause beyond its reasonable control, or by armed conflict, acts or threats of terrorism, epidemics, pandemics, strikes or other labor disturbances, or acts or omissions of any governmental authority or of the other party or the other party's contractors or suppliers. If an excusable event occurs, the schedule for performance shall be extended by the amount of time lost by reason of the event plus such additional time as may be needed to overcome the effect of the event. If acts or omissions of the Buyer or its contractors or suppliers cause the delay, Seller shall also be entitled to an equitable price adjustment.

Buyer recognizes that in cases of epidemics or pandemics (or evolution of existing epidemics or pandemics), the precautionary, mitigation or corrective measures implemented by the Seller in the frame of the Contract are implemented in the best interest of the Buyer and the Contract performance, and the Buyer and Seller both agree that the additional costs reasonably incurred by Seller in implementing such measures shall be compensated by the Buyer to the Seller.

11. TERMINATION AND SUSPENSION

- 11.1 Buyer may terminate the Contract (or the portion affected) for cause if Seller (i) becomes Insolvent/Bankrupt, or (ii) commits a material breach of the Contract which does not otherwise have a specified contractual remedy, provided that: (a) Buyer shall

first provide Seller with detailed written notice of the breach and of Buyer's intention to terminate the Contract, and (b) Seller shall have failed, within 30 days after receipt of the notice, to commence and diligently pursue cure of the breach.

- 11.2 If Buyer terminates the Contract pursuant to Section 11.1, (i) Seller shall reimburse Buyer the difference between that portion of the Contract Price allocable to the terminated scope and the actual amounts reasonably incurred by Buyer to complete that scope, and (ii) Buyer shall pay to Seller (a) the portion of the Contract Price allocable to Products completed, (b) lease fees incurred, and (c) amounts for Services performed before the effective date of termination. The amount due for Services shall be determined in accordance with the milestone schedule (for completed milestones) and rates set forth in the Contract (for work toward milestones not yet achieved and where there is no milestone schedule), as applicable or, where there are no milestones and/or rates in the Contract, at Seller's then-current standard time and material rates.
- 11.3 Seller may suspend or terminate the Contract (or any affected portion thereof) immediately for cause if Buyer (i) becomes Insolvent/Bankrupt, or (ii) materially breaches the Contract, including, but not limited to, failure or delay in Buyer providing Payment Security, making any payment when due, or fulfilling any payment conditions.
- 11.4 If the Contract (or any portion thereof) is terminated for any reason other than Seller's default under Section 11.1, Buyer shall pay Seller a cancellation fee in accordance with the cancellation fee schedule set forth in Seller's quotation. The amount due for Services shall be determined in accordance with the milestone schedule (for completed milestones) and rates set forth in the Contract (for work toward milestones not yet achieved and where there is no milestone schedule), as applicable or, where there are no milestones and/or rates in the Contract, at Seller's then-current standard time and material rates.
- 11.5 Either Buyer or Seller may terminate the Contract (or the portion affected) upon twenty (20) days advance notice if there is an excusable event (as described in Article 10) lasting longer than ninety (90) days or such other period agreed upon in writing. In such case, Buyer shall pay to Seller amounts payable under Section 11.4, provided that Buyer's payments shall include the cancellation charge for uncompleted Products if the excusable event(s) leading to the termination included an act or omission of the Buyer or Buyer's contractors or suppliers but Buyer shall not be required to pay the cancellation charge if the excusable event(s) leading to termination did not include any act or omission of the Buyer or Buyer's contractors or suppliers.
- 11.6 Buyer shall pay all reasonable expenses incurred by Seller in connection with a suspension, including, but not limited to, expenses for repossession, fee collection, demobilization/remobilization and costs of storage during suspension. The schedule for Seller's obligations shall be extended for a period of time reasonably necessary to overcome the effects of any suspension.

12. COMPLIANCE WITH LAWS AND REGULATIONS

- 12.1 Seller shall comply with laws applicable to the manufacture of Products and its performance of Services. Buyer shall comply with laws applicable to the purchase, application, operation, use and disposal of the Products and Services, including without limitation those regarding anticorruption/antibribery; fair competition (antitrust); and environment, health and safety (EHS). Buyer acknowledges it had access, reviewed, and fully understands GE Vernova's Integrity Policies. Seller shall at all times comply with the GE Vernova Integrity Policies. The GE Vernova Integrity Policies can be accessed electronically at https://www.governova.com/sites/default/files/2024-03/ge_vernova_the_spirit_the_letter.pdf
- 12.2 Seller's obligations are conditioned upon Buyer's compliance with all U.S., EU, UK and other applicable trade control laws and regulations. Buyer shall not trans-ship, re-export, divert or direct or otherwise make or allow any disposition of equipment, materials, services, technology, technical data, software or other information or assistance or Product furnished by the Seller under the Contract other than in and to the ultimate country of destination declared by Buyer and specified as the country of ultimate destination on Seller's invoice. The Buyer hereby certifies that the equipment, materials, services, technology, technical data, software or other information or assistance or product furnished by the Seller under the Contract will not be used in the design, development, production, stockpiling or use of chemical, biological or nuclear weapons. The Buyer shall also ensure that the bank or financial institution or other entity executing any payments or financial transactions under the Contract on behalf of the Buyer (including without limitation the issuance of any payment securities such as a letter of credit) is not subject to any export regulation prohibiting to do business with such bank, financial institution or entity. Should the Buyer fail to comply with any of the obligations as specified above, the Seller may, without prejudice to the exercise of any other rights or remedies which may be available to it, terminate the Contract by giving the Buyer notice in writing to that effect.

In the event of a change in applicable trade control laws and regulations, including but not limited to the laws of the U.S., EU and UK and changes in the interpretation thereof, or in the event an authorization pursuant to said laws is either denied, revoked, withdrawn or cancelled at any time, preventing the Seller from executing its obligations without breaching such applicable trade control laws and regulations or makes Seller's execution of its obligations unreasonably burdensome or

unbalanced, Seller shall have the right without incurring liability to the Buyer to (i) withdraw its proposal, or (ii) either suspend its performance of the Contract or terminate the Contract. If the suspension lasts more than four (4) months, either party shall have the right to terminate the Contract by giving the other Party notice in writing to that effect.

- 12.3 Notwithstanding any other provision, Buyer shall timely obtain, effectuate and maintain in force any required permit, license, exemption, filing, registration and/or other authorization, including, but not limited to, building and environmental permits, import licenses, environmental impact assessments, and foreign exchange authorizations, required for the lawful performance of Services at the Site or fulfillment of Buyer's obligations, except that Seller shall obtain any license or registration necessary for Seller to generally conduct business, including transportation permits, and visas or work permits, if any, necessary for Seller's personnel. Buyer shall provide reasonable assistance to Seller in obtaining such visas and work permits.

13. ENVIRONMENTAL, HEALTH AND SAFETY MATTERS

- 13.1 Buyer shall maintain safe working conditions at the Site, including, without limitation, implementing appropriate procedures regarding Hazardous Materials, confined space entry, and energization and de-energization of power systems (electrical, mechanical and hydraulic) using safe and effective lock-out/tag-out ("LOTO") procedures including physical LOTO or a mutually agreed upon alternative method.
- 13.2 Buyer shall timely advise Seller in writing of all applicable Site-specific health, safety, security and environmental requirements and procedures. Without limiting Buyer's responsibilities under Article 13, Seller has the right but not the obligation to, from time to time, review and inspect applicable health, safety, security and environmental documentation, procedures and conditions at the Site.
- 13.3 If, in Seller's reasonable opinion, the health, safety, or security of personnel or the Site is, or is apt to be, imperiled by security risks, terrorist acts or threats, the presence of or threat of exposure to Hazardous Materials, or unsafe working conditions, Seller may, in addition to other rights or remedies available to it, evacuate some or all of its personnel from Site, suspend performance of all or any part of the Contract, and/or remotely perform or supervise work. Any such occurrence shall be considered an excusable event. Buyer shall reasonably assist in any such evacuation.
- 13.4 Operation of Buyer's equipment is the responsibility of Buyer. Buyer shall not require or permit Seller's personnel to operate Buyer's equipment at Site.
- 13.5 Buyer will make its Site's medical facilities and resources available to Seller's personnel who need medical attention.
- 13.6 Seller has no responsibility or liability for the pre-existing condition of Buyer's equipment or the Site. Prior to Seller starting any work at Site, Buyer will provide documentation that identifies the presence and condition of any Hazardous Materials existing in or about Buyer's equipment or the Site that Seller may encounter while performing under this Contract. Buyer shall disclose to Seller industrial hygiene and environmental monitoring data regarding conditions that may affect Seller's work or personnel at the Site. Buyer shall keep Seller informed of changes in any such conditions.
- 13.7 Seller shall notify Buyer if Seller becomes aware of: (i) conditions at the Site differing materially from those disclosed by Buyer, or (ii) previously unknown physical conditions at Site differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract. If any such conditions cause an increase in Seller's cost of, or the time required for, performance of any part of the work under the Contract, an equitable adjustment in price and schedule shall be made.
- 13.8 If Seller encounters Hazardous Materials in Buyer's equipment or at the Site that require special handling or disposal, Seller is not obligated to continue work affected by the hazardous conditions. In such an event, Buyer shall eliminate the hazardous conditions in accordance with applicable laws and regulations so that Seller's work under the Contract may safely proceed, and Seller shall be entitled to an equitable adjustment of the price and schedule to compensate for any increase in Seller's cost of, or time required for, performance of any part of the work. Seller shall properly store, transport and dispose of all Hazardous Materials introduced, produced or generated in the course of Seller's work at the Site, but Seller shall have no responsibility for any pre-existing Hazardous Materials or pre-existing hazardous conditions at the Site.
- 13.9 Buyer shall indemnify Seller for any and all claims, damages, losses and expenses arising out of or relating to any Hazardous Materials which are or were (i) present in or about Buyer's equipment or the Site prior to the commencement of Seller's work, (ii) improperly handled or disposed of by Buyer or Buyer's employees, agents, contractors or subcontractors, or (iii) brought, generated, produced or released on Site by parties other than Seller.

14. CHANGES

- 14.1 Each party may, at any time, propose changes in the schedule or scope of Products or Services. Seller is not obligated to proceed with any change until both parties agree upon such change in writing. The written change documentation will describe the changes in scope and schedule and the resulting changes in price and other provisions, as agreed.
- 14.2 The scope, Contract Price, schedule, and other provisions will be equitably adjusted to reflect additional costs or obligations incurred by Seller resulting from a change, after Seller's proposal date, in Buyer's Site-specific requirements or procedures, or in industry specifications, codes, standards, applicable laws or regulations. However, no adjustment will be made on account of a general change in Seller's manufacturing or repair facilities resulting from a change in laws or regulations applicable to such facilities. Unless otherwise agreed by the parties, pricing for additional work arising from such changes shall be at Seller's time and material rates.
- 14.3 It shall be acceptable and not considered a change if Seller delivers a Product that bears a different, superseding or new part or version number compared to the part or version number listed in the Contract.

15. LIMITATIONS OF LIABILITY

- 15.1 The total liability of Seller for all claims of any kind arising from or related to the formation, performance or breach of this Contract, or any Products or Services, shall not exceed the purchase Price of the specific Product or Service giving rise to the claim.
- 15.2 Seller shall not be liable for loss of profit or revenues, loss of use of equipment or systems, interruption of business, cost of replacement power, cost of capital, downtime costs, increased operating costs, any special, consequential, incidental, indirect, or punitive damages, or claims of Buyer's customers for any of the foregoing types of damages.
- 15.3 All Seller liability shall end upon expiration of the applicable warranty period, provided that Buyer may continue to enforce a claim for which it has given notice prior to that date by commencing an action or arbitration, as applicable under this Contract, before expiration of any statute of limitations or other legal time limitation but in no event later than one year after expiration of such warranty period.
- 15.4 Seller shall not be liable for advice or assistance that is not required for the work scope under this Contract.
- 15.5 If Buyer is supplying Products or Services to a third party, or using Products or Services at a facility owned by a third party, Buyer shall either (i) indemnify and defend Seller from and against any and all claims by, and liability to, any such third party in excess of the limitations set forth in this Article 15, or (ii) require that the third party agree, for the benefit of and enforceable by Seller, to be bound by all the limitations included in this Article 15.
- 15.6 For purposes of this Article 15, the term "Seller" means Seller, its affiliates, subcontractors and suppliers of any tier, and their respective employees. The limitations in this Article 15 shall apply regardless of whether a claim is based in contract, warranty, indemnity, tort/extra-contractual liability (including negligence), strict liability or otherwise, and shall prevail over any conflicting terms, except to the extent that such terms further restrict Seller's liability.

16. GOVERNING LAW AND DISPUTE RESOLUTION

- 16.1 This Contract shall be governed by and construed in accordance with the laws of the State of New York without giving effect to any choice of law rules that would cause the application of laws of any other jurisdiction (the "Governing Law"). If the Contract includes the sale of Products and the Buyer is outside the Seller's country, the United Nations Convention on Contracts for the International Sale of Goods shall apply.
- 16.2 In the event of any dispute arising out of or in connection with this Contract, including any question regarding its existence or validity, the parties agree to submit the matter to mediation under the ICC mediation Rules, without prejudice to either party's right to seek emergency, interim or conservatory measures of protection at any time.

If the dispute has not been settled pursuant to the ICC Mediation Rules within thirty (30) days following the filing of a request for Mediation or within such other period as the parties may agree in writing, such dispute shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules of Arbitration. In case the arbitral tribunal is constituted of more than one arbitrator, the party-appointed arbitrators shall, for a period of two (2) weeks following the date on which their appointments have both been confirmed, attempt to reach agreement on the president of the arbitral tribunal. For this purpose, the arbitrators may communicate with the parties on an

ex-parte basis. If the two arbitrators are unable to agree upon the third, upon request of either Buyer or Seller, the President of the ICC shall appoint the third.

The seat, or legal place, of the mediation and arbitration shall be New York City, NY.

The language to be used in the mediation and in the arbitration shall be the English language.

The parties' written submissions shall, to the extent possible, contain all arguments and supporting materials on fact, law and damages, including all exhibits on which each party intends to rely, supporting witness statements, expert reports and legal authorities.

17. INSPECTION AND FACTORY TESTS

Seller will apply its normal quality control procedures in manufacturing Products and perform any factory tests in accordance with Seller's standard procedures. Seller shall attempt to accommodate requests by Buyer to witness Seller's factory tests of Products, subject to appropriate access restrictions, if such witnessing can be arranged without delaying the work and provided further that such witnessing requests and factory visits shall be subject to payment of the price set forth in Seller's quotation (only if the same are expressly priced therein). In the event the factory tests or any other tests to be performed under the Contract cannot be either witnessed or performed (as the case may be) by the Buyer for any reason (including as a consequence of any pandemic) and the Buyer cannot delegate any third party to represent it, or to perform the tests in its name and on its behalf, the Seller may propose to the Buyer alternate measures in order to avoid delaying the testing, including but not limited to the use of electronic messaging services such as Skype, Teams or equivalent, recording devices such as cameras, and a distribution of results via electronic storage media such as DVD or streamed videos. The Buyer and the Seller shall make their best efforts to agree on such measures with a view not to delay the testing of the Products, provided however that Buyer expressly acknowledges and agrees that there are no holding points allowed in Seller's manufacturing process. If despite reasonable alternate measures proposed by the Seller, the Buyer instructs the Seller to suspend or postpone the performance of the tests, the Seller shall, notwithstanding anything to the contrary in the Contract, be entitled to a reasonable extension of the time for completion and compensation by the Buyer for the additional costs incurred as a result of the suspension or postponement of the affected tests. Travel and living expenses of Buyer personnel to witness such tests shall be borne by Buyer, unless otherwise agreed by the Parties.

18. FIRMWARE AND SOFTWARE

Seller grants Buyer a non-exclusive license to use Firmware solely in connection with use of the Product for which the Firmware is provided by Seller. Buyer shall not sublicense, assign, or otherwise transfer the license to use the Firmware to any third party, except with that specific Product and to the extent such transfer is not otherwise restricted by the Contract. If Seller provides any software to Buyer other than Firmware, the Software License Addendum shall apply. If there is any conflict between these "Terms and Conditions for the Sale of Products and Services, Form PGE2025" and the terms of any addendum incorporated pursuant to this Article 18, the terms of the addendum shall take precedence with respect to the applicable scope.

19. GENERAL CLAUSES

- 19.1 Products and Services sold by Seller are not intended for use in connection with any nuclear facility or activity, and Buyer warrants that it shall not use or permit others to use Products or Services for such purposes, without the advance written consent of Seller. If, in breach of this, any such use occurs, Seller (and its parent, affiliates, suppliers and subcontractors) disclaims all liability for any nuclear or other damage, injury or contamination, and, in addition to any other rights of Seller, Buyer shall indemnify and hold Seller (and its parent, affiliates, suppliers and subcontractors) harmless against all such liability. Consent of Seller to any such use, if any, will be conditioned upon additional terms and conditions that Seller determines to be acceptable for protection against nuclear liability.
- 19.2 Seller may assign or novate its rights and obligations under the Contract, in whole or in part, to any of its affiliates or may assign any of its accounts receivable under this Contract to any party without Buyer's consent. Buyer agrees to execute any documents that may be necessary to complete Seller's assignment or novation. Seller may subcontract portions of the work, so long as Seller remains responsible for it. The delegation or assignment by Buyer of any or all of its rights or obligations under the Contract without Seller's prior written consent (which consent shall not be unreasonably withheld) shall be void.
- 19.3 Buyer shall notify Seller immediately upon any change in ownership of more than fifty percent (50%) of Buyer's voting rights or of any controlling interest in Buyer. If Buyer fails to do so or Seller objects to the change, Seller may (a) terminate the Contract,

(b) require Buyer to provide adequate assurance of performance (including but not limited to payment), and/or (c) put in place special controls regarding Seller's Confidential Information.

- 19.4 If any Contract provision is found to be void or unenforceable, the remainder of the Contract shall not be affected. The parties will endeavor to replace any such void or unenforceable provision with a new provision that achieves substantially the same practical and economic effect and is valid and enforceable.
- 19.5 The following Articles shall survive termination or cancellation of the Contract: 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 15, 16, 18, 19 and 20.
- 19.6 The Contract represents the entire agreement between the parties. No oral or written representation or warranty not contained in this Contract shall be binding on either party. Buyer's and Seller's rights, remedies and obligations arising from or related to Products and Services sold under this Contract are limited to the rights, remedies and obligations stated in this Contract. No modification, amendment, rescission or waiver shall be binding on either party unless agreed in writing.
- 19.7 Except as provided in Article 15 (Limitations of Liability) and in Section 19.1 (no nuclear use), this Contract is only for the benefit of the parties, and no third party shall have a right to enforce any provision of this Contract, whether under the English Contracts (Rights of Third Parties) Act of 1999 or otherwise.
- 19.8 This Contract may be signed in multiple counterparts that together shall constitute one agreement. If permitted by applicable laws, the Contract may be signed by the parties using certified digital signature tools such as DocuSign, or any other agreed upon certified means.

20. U.S. GOVERNMENT CONTRACTS

- 20.1 This Article 20 applies only if the Contract is for the direct or indirect sale to any agency of the U.S. government and/or is funded in whole or in part by any agency of the U.S. government.
- 20.2 Buyer agrees that all Products and Services provided by Seller meet the definition of "commercial-off-the-shelf" ("COTS") or "commercial item" as those terms are defined in Federal Acquisition Regulation ("FAR") 2.101. Unless otherwise specifically stated by Seller in this Contract, Seller makes no representation or warranty as to the country of origin of Products. Buyer agrees any Services offered by Seller are exempt from the Service Contract Act of 1965 (FAR 52.222-41). The version of any applicable FAR clause listed in this Article 20 shall be the one in effect on the effective date of this Contract.
- 20.3 If Buyer is an agency of the U.S. Government, then as permitted by FAR 12.302, Buyer agrees that all paragraphs of FAR 52.212-4 (except those listed in 12.302(b)) are replaced with these Terms and Conditions. Buyer further agrees the subparagraphs of FAR 52.212-5 apply only to the extent applicable for sale of COTS and/or commercial items and as appropriate for the Contract Price.
- 20.4 If Buyer is procuring the Products or Services as a contractor, or subcontractor at any tier, on behalf of any agency of the U.S. Government, then Buyer agrees that FAR 52.212-5(e) or 52.244-6 (whichever is applicable) applies only to the extent applicable for sale of COTS and/or commercial items and as appropriate for the Contract Price.



Cancellation / Delay Policy

Cancellation of an order will be accepted after the purchaser has given written notice, with the following conditions:

- 1. If the cancellation occurs after order acknowledgement, the termination charge will be ten percent (10%) of the purchase price.
- 2. If the cancellation occurs after procurement start of long lead-time items, then the termination charge will be thirty percent (30%) of the purchase price.
- 3. If the cancellation occurs after approval drawings have been issued, the termination charge will be sixty percent (60%) of the purchase price.
- 4. Notwithstanding items 1, 2 and 3 above, if the order is cancelled by the purchaser, the cancellation charge shall be one hundred percent (100%) of the purchase price depending on the cancellation timing as set forth in the table below (Figure 1).
- 5. Depending on the type of unit as set forth in Figure 1, if the order is suspended or shipment is delayed, the equipment will be completed and invoiced. Storage shall be subject to availability and any related costs shall be at the customer's expense.
- 6. If the order is suspended or shipment is delayed at a point greater than the number of weeks established in Figure 1 (depending on the type of unit) prior to scheduled ship date, then a new ship date will be mutually agreed upon within ten (10) days, or Prolec reserves the right to reschedule or cancel, and any cancellation penalties will be issued.
- 7. If a request to delay shipment changes the scheduled ship date, an adjustment to the base price may be necessary.

Figure 1

Type of unit (base MVA)	Number of weeks prior to shipment
Up to 50 MVA	52 weeks
50 to 100 MVA	65 weeks
Greater than 100 MVA	78 weeks

Five Year Power Transformer Warranty

Seller warrants to the original purchaser that the complete transformer, together with all parts included in the original purchase (the "Transformer"), has been designed in accordance with the specifications of the original purchaser and that the Transformer will be free from defects in material and workmanship under normal use and service for a period of five (5) years from the date of arrival of the Transformer at its destination from the factory. Seller's liability under this warranty does not extend to defects caused by vandalism, improper installation, improper maintenance, alterations by purchaser, purchaser-furnished materials, or improper operation. For this warranty to be valid, Seller requires that all transformer windings shall be protected from surges with arresters mounted on the transformer tank or an insulation coordination study may be required.

A customer service representative must be present during field assembly, vacuum filling (if required) and inspection of the installation prior to energization. In the event that the Transformer is relocated, a customer service representative must be present during field re-assembly, vacuum-filling (if required) and inspection of the reinstallation prior to re-energization.

Purchaser forfeits the provisions of the Five-Year Warranty if either of these service requirements is not followed.

If any part is found to contain defects in material and/or workmanship during the five-year warranty period, Seller's liability and Purchaser's remedies under this warranty shall be limited solely to repair or replacement, at Seller's option, of the defective part. Decision on the location, method and extent of repairs rests solely with Seller. Purchaser shall give Seller prompt written notice of any claim hereunder. Seller shall be given a reasonable opportunity to investigate all claims, and no parts may be returned to Seller without authorization and instructions from the Customer Service Department.

During the first year, this warranty covers freight within the 48 contiguous United States, Mexico and Brazil in full. This warranty also covers the cost of removal from the site and reinstallation after repair, subject to a limit of 10% of the original selling price. Costs of moving structures or associated equipment not included in Seller's scope are expressly excluded from this warranty coverage. During the last four (4) years, freight within the 48 contiguous United States, Mexico and Brazil, costs of removal from the site and reinstallation after repair are excluded from this warranty.

Under no circumstances will Seller be responsible for damage in excess of the sale price to Purchaser for the goods and/or services for which damages are claimed.

This provides the exclusive remedies for all claims based on failure of or defect of the Transformer, regardless of when the failure or defect arises, and whether a claim, however described, is based on contract, warranty, indemnity, tort/extra-contractual liability (including negligence), strict liability or otherwise. The warranties provided herein are exclusive and are in lieu of all other warranties, conditions and guarantees whether written, oral, implied or statutory. THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXPENSES OF ANY KIND, INCLUDING LOSS OF PROFITS.

In the event a performance bond is provided as part of the contract to which this warranty applies, the Surety's liability shall be limited to one (1) year from the date of delivery of the Transformer. The remaining four (4) year warranty period is solely the obligation of Seller.

CUSTOMER ACKNOWLEDGES THAT THIS WARRANTY MAY BE DEEMED VOID BY SELLER UNTIL PAYMENT IS RECEIVED IN FULL FOR ALL UNDISPUTED INVOICES RELATED TO THE TRANSFORMER, STORAGE OF THE TRANSFORMER, AND ANY RELATED SERVICES.



Prolec GE Waukesha Warranty Validation (<100MVA)

Waukesha® Service personnel are required to provide assistance to a customer during installation of the transformer and verify proper assembly to facilitate activation of the applicable warranty.

Minimum requirements for warranty validation are as follows:

- Waukesha® Service personnel will perform internal inspection of transformer and witness the installation and connection of bushings.
- Waukesha® Service personnel will complete service warranty validation checklist.
- Customer will provide vacuum filling records, where applicable.
- Customer will perform electrical acceptance tests and provide copies of test results to Waukesha; as specified in Waukesha's Pre-operational Testing Instruction Booklet 2012, the minimum acceptance tests include:
 - Core Insulation Resistance (Megger)
 - Winding Insulation Resistance
 - Transformer Turns Ratio
 - Insulation Power Factor of Bushings and Windings (Doble)
 - General Oil Chemistry Tests – Dielectric Strength, Power Factor and Moisture Content

Pricing is based upon a single mobilization to jobsite during standard work hours. When requested assistance lasts longer than 5 days, requires overtime assistance or multiple mobilizations to the site, the extra work will be billed in accordance with rates designated on the current Waukesha® Service Technician & Specialist Rate Schedule sheet.

Assembly, Vacuum Filling & Testing: Units Shipped Without Oil

applicable for transformers < 100 MVA base rating and < 345kV

If included in the quoted price or selected as an “add-on” as outlined in the proposal, Prolec GE (PGE) Waukesha service crews and equipment will perform transformer installation once the transformer has been placed on the pad. Assembly and testing work will include the following:

ASSEMBLY

- Install, connect and tape, as necessary, all bushings
- Hang and brace radiators and/or fans
- Mount oil preservation system, if required
- Mount lightning arresters, if required
- Mount control cabinet, if required
- Mount any miscellaneous items removed for shipment
- Check all internal clearances including DETC and LTC (if equipped) for proper alignment and timing
- Hang any conduit removed for shipment; pull and terminate associated wiring

OIL FILLING

- Elevate core/coil temperature, if necessary
- Conduct vacuum leak test
- Vacuum fill in accordance with PGE Waukesha's Instruction Leaflet Document No. 2011
- Pull vacuum at a level of 1 Torr (1,000 micron, 1mm of Hg) or less and hold for a minimum of 8 hours
- Vacuum fill transformer oil while maintaining a vacuum level of 5 torr or less
- Fill conservator tank or activate nitrogen system, as appropriate for transformer design

TESTING

As specified in PGE Waukesha's Pre-Operational Testing Instruction Booklet No. 2012, the minimum acceptance tests include the following:

- Bushing power factor and capacitance
- Core megger
- Transformer turns ratio
- Insulation power factor
- Insulation resistance
- Functional check of unit control cabinet
- Oil tests after filling
 1. Moisture content
 2. Power factor
 3. Dielectric strength
 4. Dissolved gas analysis
 5. Flash and fire point (natural ester fluid filled units only)



See next page for Scope Clarifications.

SCOPE CLARIFICATIONS

For all transformer installations, the following apply:

- Purchaser shall be responsible for switching, lock out and grounding of any equipment necessary to establish safe work area.
- Purchaser shall provide suitable, free, clear, unlimited and compacted access route, roads and area around work location for access of service equipment.
- Purchaser shall connect all external protection, control and relay wiring, as required.
- Purchaser shall connect all external bushing terminations or bus work, as required.
- Purchaser shall assemble any deluge systems, as required.
- PGE Waukesha service crews will compile all crating and waste material in designated area; however, purchaser shall be responsible for disposal of solid wastes.
- Purchaser shall provide one open top drum and one closed top drum for disposal of all waste, flush and scrap oil generated in execution of work.
- Purchaser shall provide communication and sanitation facilities.
- No provisions have been included for secondary oil containment as may be required for compliance to local site SPCC programs.
- No provisions have been included for Union Labor requirements.
- Any site specific or customer required access and/or safety training is not included in pricing and would be billed at applicable field service rates.
- If a natural ester fluid is included in this quotation, acceptance test results of that fluid will differ from the typical values of transformers filled with mineral oil. Insulation power factor values are expected to increase and insulation resistance values are expected to decrease when compared to test values with mineral oil insulation system.
- If a natural ester fluid is included in this quotation, purchaser shall be responsible for disposal of all totes/drums utilized for make-up and flush oil that is generated during course of project; PGE Waukesha can arrange for disposal upon request at an additional cost.



Should additional requirements, tests and/or processing procedures apply, please contact Prolec GE Waukesha Service for pricing at 800.758.4384.

Transformer Service Solutions to 765kV

Available for ALL Manufacturers' Units



888-365-24x7



Waukesha's service team focuses on maintaining performance quality, reliability and life of transformers and load tap changers throughout your electric power system — whether manufactured by Prolec GE Waukesha or other suppliers. Our mission is simple: to keep your transformers up and running with responsive and cost-effective service and maintenance support 24/7/365.

TRANSFORMER INSTALLATION & LOGISTICS

- Heavy Hauling
- Rigging
- Assembly
- Oil Filling
- Acceptance Testing
- Relocation

TRANSFORMER TESTING SERVICES

- Insulation Resistance
- Power Factor
- Transformer Turns Ratio
- Winding Resistance
- CT Testing
- Leakage Reactance
- Winding Excitation & Alarm Checks
- Gauge Calibration
- Sweep Frequency Response Analysis
- Dissolved Gas Analysis & General Chemistry
- Materials Analysis

TRANSFORMER MAINTENANCE

- Inspections
- Component Addition & Replacement
- Regasketing
- Leak Repairs
- Life Extension
- Oil Preservation System Upgrades
- Control Upgrades
- Retrofits
- Removal, Sourcing and Installation of Conservator Aircells, Regardless of OEM

TRANSFORMER OIL PROCESSING

- Field Dry Out
- Vacuum Filling
- Hot Oil Processing
- Cryogenic Drying (Cold Traps)
- Fullers Earth Reclamation
- Natural Ester Retrofills

SPARE PARTS

- Bushings/Arresters
- Cooling Equipment
- Gauges/Controls
- Gaskets
- Transformer Health Products®
- LTC Parts

TRAINING SERVICES

- LTC Training
- Maintenance Training
- Testing Training
- Print Reading
- Oil Processing Training

LTC MAINTENANCE

- All Manufacturers
- Inspections
- Overhauls
- Upgrade Kits
- Filtration Installation
- Core Replacement
- Vacuum Retrofits

TECHNICAL SERVICES

- Condition Assessment Studies
- Life Assessment Studies
- Thermal Uprate Studies
- Component Retrofits
- Failure Analysis
- Feasibility Studies
- Technical Supervision



LOCATION

Prolec-GE Waukesha, Inc.
2701 US Hwy 117 South
Goldsboro, NC 27530
800-758-4384

waukeshaservice.com

Transformer Oil Specification

(as received from refiner)

Waukesha's standard is inhibited mineral oil with 0.3% max DBPC (oxidation inhibitor). Oil meeting other specific customer requirements may be available upon request.

Oil is purchased only from approved domestic sources, and for each approved source, oil has been tested and proven to meet the following specification values:

KEY PROPERTIES	ASTM TEST METHOD	IEEE / ASTM D-3487 LIMITS
Physical Properties		
Color	D1500	0.5 max
Flash point, °C	D92	145 min
Interfacial tension @ 25°C (dynes/centimeter)	D971	40 min
Pour point, °C	D97	–40 max
Specific gravity @ 15°C/15°C	D1298	0.91 max
Viscosity, SSU/cSt @	D88 / D445	
100°C		36 / 3.0 max
40°C		60 / 11 max
0°C		350 / 76.0 max
Polychlorinated Biphenyls (PCBs) ppm	D-4059	Not Detectable
Visual appearance	D1524	Clear and Bright
Chemical Properties		
Aniline point, °C	D611	63 min
Approved antioxidant content, wt %	D2668, D1473	0.30 max
Corrosive sulfur ¹ Test to be run for 48 hours @ 150°C	D1275	Non-Corrosive
Moisture, ppm	D1533	35 max*
Neutralization number, mg KOH/g of oil	D974	0.03 max
Oxidation stability Method A (acid / sludge test)	D2440	
72 hours sludge, wt %		0.10 max
Neutralization value, mg KOH/g		0.30 max
164 hours sludge, wt %		0.20 max
Neutralization value, mg KOH/g		0.40 max

*35 ppm max as received from refiner; Waukesha dehumidifies to lower value for installation in transformer.

Continued on next page...

KEY PROPERTIES	ASTM TEST METHOD	IEEE / ASTM D-3487 LIMITS
Electrical Properties		
Dielectric breakdown voltage at 60 hertz Disc electrodes, kV VDE electrodes, kV @ 0.040-in. gap or @ 0.080-in. gap	D877 D1816* D1816*	30 min 28 min 56 min
Dielectric breakdown voltage 25°C impulse conditions, kV Needle (negative)-to-sphere (grounded) @ 1-in gap	D3300	145 min
Power factor at 60 hertz, % at: 25°C 100°C	D924 D924	0.05 max 0.30 max
Gassing Tendency @ 80°C (µL/min)	D-2300 B	+ 30 max

*D1816 only applies to new oil that has been filtered, dehumidified and degasified.

Oil shall be PCB-free to existing current law. Properties as listed are only attainable on new oil as received from the refinery. It is expected that oil contained in equipment as received from the manufacturer when properly sampled from such equipment usually exhibits characteristics slightly different from those obtained from new oil, which has not been in contact with apparatus constructional materials. In such cases, the oil, as drawn from the transformer, should be evaluated per IEEE C57.106 latest revision for acceptance and maintenance of insulating oil in equipment.

IN-PLANT QUALITY CONTROL

In addition to extensive testing by an independent testing laboratory to determine approved sources of supply, Waukesha performs acceptance tests on each shipment of oil received.

Waukesha receives oil at its plants in dedicated tank cars and trucks. Upon arrival, acceptance testing is performed before the oil is unloaded into a Waukesha storage tank. Prior to filling a transformer, oil is degasified and dehumidified, passed through Fullers Earth and re-filtered at various points in the process.



Transformer Paint Systems

Waukesha provides as standard a coating system that exceeds the requirements of IEEE C57.12.29, "Enclosure Integrity—Above-Ground Pad-Mounted Enclosures" specification (the specification for pad-mounted equipment). The coating system consists of an epoxy primer with a polyurethane topcoat. This process has been both lab tested and field evaluated.

Coating system processes used for the transformer are as follows:

SUBSTRATE

Hot rolled low alloy steel.

SURFACE PREPARATION

The performance of a coating system is highly dependent upon the condition of the surface to which the coating is applied. All sharp edges, scale, weld spatter and surface irregularities shall be removed by shot blasting, hand grinding, sanding or other appropriate manufacturing procedures.

Shot blasted per SSPC-SP6 (Commercial Blast Cleaning) then detergent washed with an iron phosphate conversion coating and a non-chrome seal.

-or-

Blast to SSPC-SP10 (near white) condition and apply paint within 24 hours.

COATING PROCEDURE

Interior of tank and tank cover are coated using a white, two-part, oil-resistant epoxy enamel. The exterior surfaces are first painted using a two-part epoxy primer then top coated using a two-part urethane enamel. All coating materials are applied using plural component equipment that automatically measures and mixes the paint systems to eliminate operator error. The coatings are then force cured to produce a uniform cured coating.

COATING RESULT

Interior coating compatible with transformer oil per ASTM 3455; 3 mil exterior coating capable of meeting IEEE C57.12.29.

The two-component coatings used for painted surfaces have a high crosslink density and an exceptional barrier property characteristic. Two-component systems develop full corrosion resistance at a 2 mil total film thickness (primer and topcoat); in fact, the mechanical properties of any organic coating will deteriorate as the thickness approaches 5 mils. For these reasons, the Waukesha paint system exhibits optimal performance at a nominal 3 mil thickness (range 3–5 mils).

NOTE: Radiators are purchased from an outside supplier and are hot dip galvanized or painted to meet the customer's specification.

See next page for paint system test results.

EXTERIOR PAINT SYSTEM PERFORMANCE

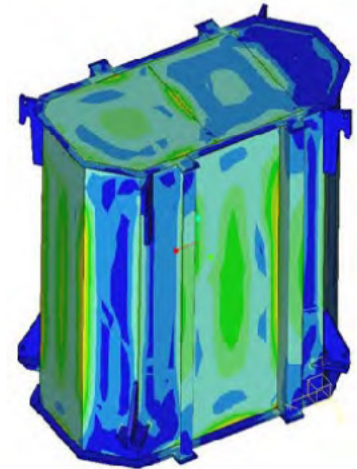
TEST	ASTM TEST METHOD	RESULTS
Adhesion	D-3359-B	No Removal
Salt Spray	B-117	1500 Hrs, 1/32" Loss of Adhesion
Humidity	D2247	1000 Hrs @ 40°C; No Blisters
Impact	D-2794	160 in/lbs., No Chipping
U-V Resistance	G-53	500 Hrs, Less than 15% Gloss Change
Taber Abrasion	D-4060	More than 3,000 Cycles @ 3 Mills
Oil Resistance	72 Hrs @ 100°C	No Effect
Thermal Aging	1,000 Hrs @ 120°C	No Effect
Pencil Hardness	D-3363	2-H After 2 Weeks
VOCs	D-2369	3.5 #/gal.

Transformer Tank Design and Construction

Tank integrity is essential for reliability and long transformer life. To help ensure a perfect fit to the application, Waukesha designs all transformer tanks to high internal standards while taking customer specifications into account.

All Waukesha® transformer tanks feature the following:

- Hot-rolled, low carbon steel plates plasma cut to critical tolerances then joined via submerged arc welding to ensure against cracked seams and irregularities
- Formed tank corners which eliminates high stress corner welds
- Jack pads and lifting hooks for lifting, jacking or pulling, meeting the criteria of C57.12.10
- Guides used to solidly "fit" and brace the completed core and coil assembly inside the tank to prevent shifting during shipment
- Slightly domed covers to help prevent water accumulation
- Raised flanges with machined gasket grooves in cover openings
- Conveniently located hand holes and/or manholes for easy access to the lower end of bushings, terminal boards and upper portion of core and coil assembly



Finite Element Analysis

Additionally, Waukesha's standard coating system exceeds the requirements of ANSI/IEEE C57.12.28, the specification for pad-mounted equipment.

TANK DESIGN STYLES

Waukesha uses several tank design styles to optimize the use of tank steel, transformer oil and lead time. All are designed to withstand full vacuum and pressures 25% greater than achieved during normal operation. The tank design shown on the preliminary bid outline is an initial estimate and *subject to change based on the optimum design criteria*. The best tank design is chosen based on unit specifications, including overall dimensions, equipment location, cooling requirements and shipping profile.

Octagonal Tank Design

Octagonal end walls are used when possible to optimize total oil volume and installed transformer weight, resulting in lower overall footprint.



Rectangular Tank Design

Horizontal stiffener designs can be used where full length walls are necessary for mounting various accessories. This configuration can also be used for air expansion on N2 and sealed tank designs to reduce tank height for improved shipping clearances.



Vertical Stiffener Design

Vertical stiffeners are used on larger units when necessary to reduce shipping profile width by using multiple vertical stiffeners. This design is also used on some longer units to produce an optimum tank design with minimal tank wall deflection.



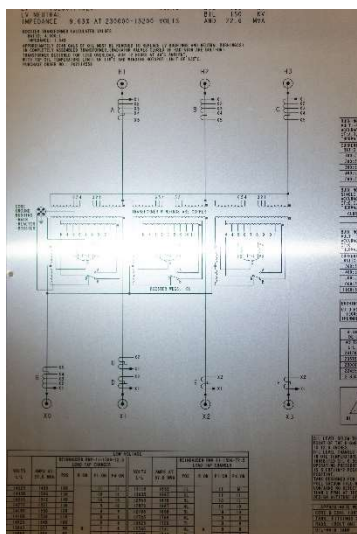
Nameplate - Black Anodized Aluminum

4/11/2023

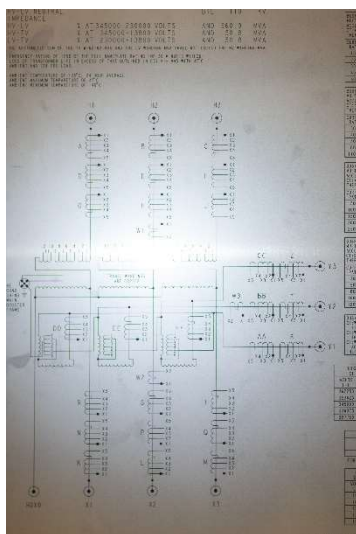
Prolec GE Waukesha performed an extensive study of nameplate materials and processes to help determine the best product for our customers and for our transformers. We performed testing on stainless steel, aluminum, and anodized aluminum nameplates. We investigated various laser etching machines along with suppliers of nameplates with laser etching capabilities. The various laser etching and marking methods, various ink brands and application methods were subjected each to the following ASTM standards per MS 9510-001:

- Salt Spray ASTM B-117 1000 Hours 40 °C
- Humidity ASTM D-4585 1000 Hours 40 °C
- Taber Abrasion ASTM D-4060 7000 cycles, 1000 gm load
- Temperature Resistance 1000 Hours 121 °C
- QUV ASTM G-53 400 Light Hours
- Sea Water Immersion 168 Hours 25 °C
- Acid Resistance (Immersion) 168 Hours 25 °C
(3 % Nitric, sulfuric and hydrochloric)
- Solvent Resistance (Immersion) 168 Hours 25 °C
(Alcohol, kerosene, MEK, hydraulic fluid, citric cleaners)

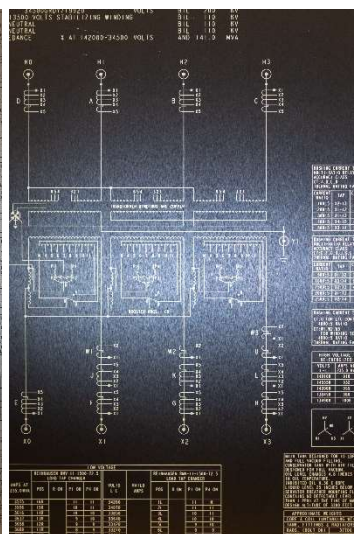
When tested per the above listed tests, the legibility and appearance of the nameplate samples were evaluated, and the black anodized performed the best. The abrasion resistance of the anodize aluminum panels also exceeded the aluminum and stainless-steel panels.



Stainless Steel



Aluminum



Black Anodized Aluminum

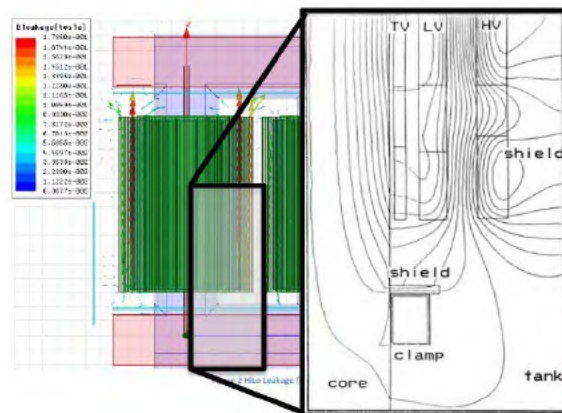
The anodized aluminum nameplates performed the best out of all the tested nameplates for legibility. The nameplates were far more legible in both bright sunlight and in the dark using a flashlight, due to higher contrast and low reflectivity.

Based on the test results, we are planning to use anodized aluminum nameplates across all of our units. This superior technology is especially critical in high abrasion environments and corrosive environments.

Short Circuit Testing

DESIGN

All Waukesha® transformers are designed with state-of-the-art tools and manufactured in our factories per strict quality assurance plans to ensure survival through even the worst-case faults. To start, worst-case fault currents are determined assuming infinite bus supply (zero system impedance) for single line to ground as well as three phase faults at the transformer terminals. Using this fault current, all designs are analyzed with detailed stress calculations for worst case combinations of tap positions (LTC and DETC) for all known failure modes. These stresses are then compared to known strengths for each of the failure modes and must have acceptable design margins as set by Waukesha.



MANUFACTURING

All windings are manufactured with rectangular, electrolytic-grade copper conductor or epoxy-bonded, continuously transposed cable (CTC). Radial spacers are locked to strips fastened to the winding cylinders. These radial spacers and other support blocks in the pressure column are manufactured from high density, pre-compressed pressboard or laminated wood. Other specialized components—angle/cap rings, coil collars and static ring insulation—are manufactured from molded grade, soft pressboard as required.



Fully Distributed Regulating Voltage Winding

After the windings are completed, they are thoroughly dried using hot air. After removal from the dryout chamber, coils are hydraulically pressed successively using a predetermined force then pressed again using the clamping force they will experience when fully assembled. When required, radial spacers are adjusted to achieve the required design height, maintaining the design's "electrical center" of the windings for ampere-turn balance, stray flux and axial force mitigation.

The coils are clamped in place by first applying a precise, hydraulic force which compresses the windings to the design height as verified in the coil sizing operation (as described in the paragraph above). In this condition, the coils are fastened in place to maintain a compressive force as specified by Waukesha engineering. Verifying exact clamping pressure and winding height in this manner helps guarantee a finished product that conforms to what was designed in engineering.

The entire clamping technique and underlying scientific principles on which it is based are major contributors to the outstanding Waukesha service record.

See next page for a list of transformers tested for short-circuit at high power laboratories.

WAUKESHA SHORT CIRCUIT TEST LIST:

MVA RATING	HV RATING	LV RATING
0.833	67 kV Delta	12.47 kV Wye
5 / 6.25	24.4 kV Delta	4.16 kV Wye
5 / 6.25	26.4 kV Delta	4.16 kV Wye
5 / 6.25	59.58 kV Wye	10.66 kV Wye
5 / 6.25	67 kV Delta	12.47 kV Wye
7.5 / 9.375	69 kV Delta	12.47 kV Wye
7.5 / 9.375	138 x 69 kV Delta	26.4 X 13.2 kV Wye
12 / 16 / 20	66 kV Delta	14.4 kV Wye
15 / 20	67 kV Delta	12.47 kV Wye
15 / 20 / 25	69 kV Delta	12.47 kV Wye
1.0	12.47 kV Delta	4.8 kV Wye
3.75	23 kV Delta	4.8 kV Wye
5.0	34.4 kV Delta	12.47 kV Delta
5.0	69 kV Delta	12.47 kV Delta
7.5	23 kV Delta	12.47 kV Wye
7.5	115 kV Delta	13.2 kV Wye
10.0	43.8 kV Delta	24.9 X 12.47 kV Wye
5 / 6.2	34.5 kV Delta	12.47 kV Wye
15 / 20	67 kV Delta	12.5 kV Wye
15 / 20	67 kV Delta	12.5 kV Wye
15 / 20 / 25	120 kV Delta	13.2 kV Wye
15 / 20 / 25	120 kV Delta	13.2 kV Wye
18	39.5 kV Delta	4.8 kV Delta
30	230 kV Delta	55.2 kV Delta



Helical Winding with CTC

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TC07-0122C

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH PROLEC-GE FOR THE PURCHASE OF TWO SUBSTATION TRANSFORMERS IN THE AMOUNT OF SIX MILLION FORTY-FOUR THOUSAND NINE-HUNDRED EIGHTY-FOUR DOLLARS AND SEVENTY-THREE CENTS (\$6,044,984.73); WAIVING COMPETITIVE BIDDING; AMENDING THE 2026 BUDGET; PROVIDING FOR THE EMERGENCY CLAUSE; AND FOR OTHER PURPOSES.

WHEREAS, BEUD is seeking to purchase two substation transformers for the new substation that will serve the Bentonville Health Care Campus; the BHCC will reimburse the City for the total costs of electric improvements needed for the construction of the BHCC.

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

WHEREAS, a budget adjustment is needed.

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 Prolec-GE to purchase two substation transformers in the amount of Six Million Forty-Four Thousand Nine-Hundred Eighty-Four Dollars and Seventy-Three Cents (\$6,044,984.73).

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 two substation transformers

Section 3: The 2026 Budget is hereby adjusted to recognize Six Million Forty-Four Thousand Nine-Hundred Eighty-Four Dollars and Seventy-Three Cents (\$6,044,984.73) into Account #503010-34410 Billed Services.

Section 4: The 2026 Budget is further adjusted to appropriate the same from Account #503010-34410 Billed Services into Account #503010-47210 Plants and Building.

Section 5 - 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 6 - 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 7 - 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:	5/12/2026	Submitted By:	Beau Thompson
Phone:	479-271-3140	For Department(s):	Water Utilities - Sewer Rehab
Email:	bthompson@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Resolution Awarding Bid IFB-26-24 Shewmaker Interceptor Rehabilitation - Phase 1 Construction Bid
Action Recommendation & Justification:	Staff requests council award bid IFB-26-24 to Ground Zero Construction, Inc in the amount of \$3,743,519.10 for the Bentonville Shewmaker Sewer Improvements project located in North Bentonville between NE Tiger Boulevard and NE A Street. Ground Zero Construction, Inc was the lowest bidder and was selected following the city solicitation process for bids. This project is funded by the AWLF Loan. Utility Board approved 4-0. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	The project includes replacing 6715' of aging sewer interceptors with larger, more durable pipe to improve capacity and reliability from the NE A st. to just south of NE Tiger Blvd.
Amount for Approval:	\$ 3,743,519.10

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):

503040-47321 CIP associated with ALWF loan.

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

www.bentonvillear.com

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April 21, 2026

Mr. Beau Thompson
Deputy Director – Technical Services
Bentonville Water Utilities
City of Bentonville

Re: IFB-26-24 Shewmaker Interceptor Rehabilitation Phase 1
Engineer's Recommendation for the Award

Mr. Thompson:

Bids were received by the Purchasing and Compliance Department for the **IFB-26-24 Shewmaker Interceptor Rehabilitation - Phase 1 Project** at the City of Bentonville Administrative Services Building at 1000 SW 14th Street Bentonville, AR 72712 on Thursday, April 14, 2026.

Note: The published bid tabulation duplicated the same bid for Trey Construction, whereby there are actually only six (6) unique bidders, not seven (7) as represented. Additionally, while the Bid Table indicates 55-line items, item no. 2 is omitted, resulting in a total of 54 bid items.

Of the total six (6) bids that were received, Ground Zero Construction, Inc. submitted the apparent lowest bid for the project in the amount of \$3,743,519.10. The next lowest bid came in from Boyles Construction, Inc. for \$4,694,198.26.

A detailed review of Ground Zero Construction's submitted documentation revealed no material deficiencies, with full acknowledgement of Bid Section 4 including addendum, supply of the required bid bond and Certificate of Liability Insurance naming the City of Bentonville as additionally insured. The contractor also indicate ability to carry and provide the required performance and payment bond.

A review of their current and past projects indicate they have adequate experience in sanitary sewer line projects. Reference checks were not conducted, as Ground Zero is currently performing work for Bentonville Water Utilities on the Spring Creek Vaughn Gravity Sewer Installation (24-inch interceptor) project.

Garver contacted Ground Zero Construction to confirm and validate their bid. During these discussions, the contractor provided verbal assurances regarding the following:

- That project manager and superintendent are competent parties dedicated to the project.
 - The contractor anticipates assigning the same project management team as the current Spring Creek Vaughn Gravity Sewer to this project.
- That procurement of material and lead time will not impact schedule.
- Contractor has resources available to prioritize and complete the project within the prescribed Substantial and Final completion time.
 - The contractor claims sufficient staffing is available in conjunction with other ongoing projects.
- That they have established safety and quality control standards to meet project requirements.

- The majority of the work will be performed by them with no significant subcontractors requiring additional vetting.
- Ground Zero has considered and has an approach for completing the following specialty work:
 - HDPE fusing, slip lining, and annular grouting of casings
 - Cast-in-place formed manholes with specified admixtures & epoxy coated liners where applicable.
 - Fleximat installation
 - Dewatering and mitigation of groundwater
 - Bypass pumping –coordinated with Rain for Rent
 - Rock excavation

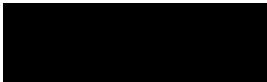
Based on our interview with Ground Zero and that the bid tab is significantly itemized and quantified for unit and extended pricing, our opinion is their price is valid and achievable.

Ground Zero's bid has been checked for completeness, accuracy, and for compliance with the contract documents and is found to be a responsive and responsible bid.

Garver believes that the bid submitted by Ground Zero Construction, Inc. represents a good value for the City of Bentonville. Contingent on acceptance by the Utility Board and City Council, the signing of the contract and the submission of executed funding mechanisms, we recommend awarding the construction contract for the Shewmaker Interceptor Rehabilitation Phase 1 Project to Ground Zero Construction, Inc.

Sincerely,

GARVER, LLC



Chris Randall, PE
NWA Water Market Leader



CITY OF BENTONVILLE, ARKANSAS PURCHASING AND COMPLIANCE DEPARTMENT

FORMAL SEALED BID TABULATION

Solicitation Title: Shewmaker Interceptor Rehab Phase I

BID/IFB #		Date of Bid Opening:		4/14/28		Time of Bid Opening		1:00 PM CST		Solicitation Number		IFB-26-24					
		Bidders:								Ground Zero Construction, Inc.							
Line Item	Item Description	Unit of Measure	Quantity	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price		
1	Mobilization (Not to Exceed 5% of Total Base Bid)	LS	1	\$233,423.00	\$233,423.00	\$335,000.00	\$335,000.00	\$200,000.00	\$200,000.00	\$240,000.00	\$240,000.00	\$56,500.00	\$56,500.00	\$233,423.00	\$233,423.00	\$241,755.35	\$241,755.35
3	Traffic Control and Maintenance	LS	1	\$43,140.00	\$43,140.00	\$135,000.00	\$135,000.00	\$25,000.00	\$25,000.00	\$30,000.00	\$30,000.00	\$12,500.00	\$12,500.00	\$43,140.00	\$43,140.00	\$229,340.00	\$229,340.00
4	Trench Excavation Safety	LS	1	\$25,200.00	\$25,200.00	\$120,000.00	\$120,000.00	\$60,000.00	\$60,000.00	\$6,000.00	\$6,000.00	\$16,050.00	\$16,050.00	\$25,200.00	\$25,200.00	\$109,420.00	\$109,420.00
5	Clearing and Grubbing	LS	1	\$105,000.00	\$105,000.00	\$115,000.00	\$115,000.00	\$80,000.00	\$80,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$105,000.00	\$105,000.00	\$60,630.00	\$60,630.00
6	Construction Staking	LS	1	\$37,500.00	\$37,500.00	\$40,000.00	\$40,000.00	\$35,000.00	\$35,000.00	\$10,000.00	\$10,000.00	\$16,615.00	\$16,615.00	\$37,500.00	\$37,500.00	\$36,420.00	\$36,420.00
7	Erosion Control & Maintenance	LS	1	\$143,000.00	\$143,000.00	\$65,000.00	\$65,000.00	\$90,000.00	\$90,000.00	\$23,000.00	\$23,000.00	\$17,000.00	\$17,000.00	\$143,000.00	\$143,000.00	\$45,730.00	\$45,730.00
8	Straw Wattie	LF	5769	\$12.00	\$69,228.00	\$5.00	\$28,845.00	\$4.30	\$24,806.70	\$4.00	\$23,076.00	\$4.50	\$25,960.50	\$12.00	\$69,228.00	\$5.00	\$28,845.00
9	Construction Entrance	EA	4	\$4,500.00	\$18,000.00	\$5,000.00	\$20,000.00	\$15,000.00	\$14,000.00	\$2,500.00	\$10,000.00	\$2,500.00	\$10,000.00	\$4,500.00	\$18,000.00	\$6,410.00	\$25,640.00
10	Utility Relocations	LS	1	\$20,000.00	\$20,000.00	\$115,000.00	\$115,000.00	\$12,800.00	\$12,800.00	\$5,000.00	\$5,000.00	\$16,000.00	\$16,000.00	\$20,000.00	\$20,000.00	\$110,590.00	\$110,590.00
11	Utility Spot Digging	LS	1	\$15,000.00	\$15,000.00	\$60,000.00	\$60,000.00	\$7,000.00	\$7,000.00	\$20,000.00	\$20,000.00	\$17,000.00	\$17,000.00	\$15,000.00	\$15,000.00	\$10,940.00	\$10,940.00
12	Hydroexcavate 36" Water Lines Prior to Sewer Installation	LS	1	\$16,500.00	\$16,500.00	\$95,000.00	\$95,000.00	\$8,000.00	\$8,000.00	\$25,000.00	\$25,000.00	\$10,000.00	\$10,000.00	\$16,500.00	\$16,500.00	\$5,470.00	\$5,470.00
13	Remove Existing 4" Dia. Manhole	EA	12	\$3,500.00	\$42,000.00	\$6,500.00	\$78,000.00	\$3,200.00	\$38,400.00	\$2,500.00	\$30,000.00	\$2,200.00	\$26,400.00	\$3,500.00	\$42,000.00	\$3,250.00	\$39,000.00
14	Remove 12" Gravity Sewer Pipe	LF	1001	\$83.00	\$83,083.00	\$55.00	\$55,055.00	\$15.00	\$15,015.00	\$50.00	\$50,050.00	\$22.00	\$22,022.00	\$83.00	\$83,083.00	\$30.00	\$30,030.00
15	Remove 8" Gravity Sewer Pipe	LF	110	\$80.00	\$8,800.00	\$45.00	\$4,950.00	\$12.00	\$1,320.00	\$50.00	\$5,500.00	\$21.00	\$2,310.00	\$80.00	\$8,800.00	\$40.00	\$4,400.00
16	Remove 15" Gravity Sewer Pipe	LF	337	\$85.00	\$28,645.00	\$65.00	\$21,905.00	\$15.00	\$5,055.00	\$25.00	\$8,425.00	\$24.00	\$8,088.00	\$85.00	\$28,645.00	\$30.00	\$10,110.00
17	Remove and Replace Fencing	LF	113	\$100.00	\$11,300.00	\$30.00	\$3,390.00	\$75.00	\$8,475.00	\$155.00	\$17,515.00	\$20.50	\$2,315.50	\$100.00	\$11,300.00	\$310.00	\$35,030.00
18	Remove Metal Guardrail	LF	74	\$70.00	\$5,180.00	\$150.00	\$11,100.00	\$50.00	\$3,700.00	\$23.00	\$1,702.00	\$27.00	\$1,998.00	\$70.00	\$5,180.00	\$20.00	\$1,480.00
19	Remove Concrete Curb and Gutter	LF	74	\$40.00	\$2,960.00	\$50.00	\$3,700.00	\$6.00	\$444.00	\$13.00	\$962.00	\$14.00	\$1,036.00	\$40.00	\$2,960.00	\$10.00	\$740.00
20	Abandon Existing Manhole	EA	27	\$4,500.00	\$121,500.00	\$1,500.00	\$40,500.00	\$3,500.00	\$94,500.00	\$1,500.00	\$40,500.00	\$1,700.00	\$45,900.00	\$4,500.00	\$121,500.00	\$5,810.00	\$156,870.00
21	Site Restoration	LS	1	\$65,000.00	\$65,000.00	\$250,000.00	\$250,000.00	\$100,000.00	\$100,000.00	\$200,000.00	\$200,000.00	\$85,000.00	\$85,000.00	\$65,000.00	\$65,000.00	\$44,010.00	\$44,010.00
22	Acceptance Testing - Manholes	EA	28	\$450.00	\$12,600.00	\$1,500.00	\$42,000.00	\$500.00	\$14,000.00	\$1,500.00	\$42,000.00	\$100.00	\$2,800.00	\$450.00	\$12,600.00	\$570.00	\$15,960.00
23	Acceptance Testing - Pipe	LF	6715	\$3.00	\$20,145.00	\$4.00	\$26,860.00	\$4.00	\$26,860.00	\$1.00	\$6,715.00	\$1.50	\$10,072.50	\$3.00	\$20,145.00	\$2.00	\$13,430.00
24	Material and Acceptance Testing (Other)	LS	1	\$15,000.00	\$15,000.00	\$25,000.00	\$25,000.00	\$30,000.00	\$30,000.00	\$10,000.00	\$10,000.00	\$3,900.00	\$3,900.00	\$15,000.00	\$15,000.00	\$48,260.00	\$48,260.00
25	Dewatering	LS	1	\$85,000.00	\$85,000.00	\$250,000.00	\$250,000.00	\$65,000.00	\$65,000.00	\$290,000.00	\$290,000.00	\$7,700.00	\$7,700.00	\$85,000.00	\$85,000.00	\$33,070.00	\$33,070.00
26	Interceptor Bypass Pumping (2.3 MGD peak interceptor flow)	LS	1	\$135,000.00	\$135,000.00	\$500,000.00	\$500,000.00	\$310,000.00	\$310,000.00	\$310,000.00	\$310,000.00	\$170,076.00	\$170,076.00	\$135,000.00	\$135,000.00	\$159,160.00	\$159,160.00
27	Rock Excavation	CY	496	\$265.00	\$131,175.00	\$123.00	\$106,435.00	\$180.00	\$89,100.00	\$285.00	\$141,075.00	\$350.00	\$173,250.00	\$265.00	\$131,175.00	\$400.00	\$196,000.00
28	8" SDR-26 PVC Gravity Sewer Pipe	LF	110	\$73.00	\$8,030.00	\$114.06	\$12,546.60	\$100.00	\$11,000.00	\$91.00	\$10,010.00	\$95.00	\$10,450.00	\$73.00	\$8,030.00	\$100.00	\$11,000.00
29	24" SDR-26 PVC Gravity Sewer Pipe (0'-10' cover)	LF	5135	\$180.00	\$924,300.00	\$252.94	\$1,298,846.90	\$190.00	\$975,650.00	\$188.00	\$965,380.00	\$180.00	\$924,300.00	\$180.00	\$924,300.00	\$230.00	\$1,181,050.00
30	24" SDR-26 PVC Gravity Sewer Pipe (10'-15' cover)	LF	102	\$210.00	\$21,420.00	\$302.88	\$30,893.76	\$260.00	\$26,520.00	\$224.00	\$22,848.00	\$195.00	\$19,890.00	\$210.00	\$21,420.00	\$260.00	\$26,520.00
31	24" HDPE DR-19 DIPS Fused Gravity Sewer Pipe	LF	384	\$285.00	\$109,440.00	\$1,625.77	\$624,295.68	\$340.00	\$130,560.00	\$278.00	\$106,752.00	\$330.00	\$126,720.00	\$285.00	\$109,440.00	\$400.00	\$153,600.00
32	24" Restrained PVC Gravity Sewer Pipe	LF	569	\$285.00	\$162,165.00	\$369.83	\$210,433.27	\$370.00	\$210,530.00	\$270.00	\$153,630.00	\$230.00	\$130,870.00	\$285.00	\$162,165.00	\$400.00	\$227,600.00
33	30" SDR-26 PVC Gravity Sewer Pipe (0'-10' Cover)	LF	381	\$265.00	\$100,965.00	\$383.86	\$146,250.66	\$310.00	\$118,110.00	\$254.00	\$96,774.00	\$242.00	\$92,202.00	\$265.00	\$100,965.00	\$370.00	\$140,970.00
34	30" Restrained PVC Gravity Sewer Pipe	LF	34	\$450.00	\$15,300.00	\$457.16	\$15,543.44	\$590.00	\$20,060.00	\$470.00	\$15,980.00	\$395.00	\$13,430.00	\$450.00	\$15,300.00	\$630.00	\$21,420.00
35	Pipe bedding and Aggregate Backfill	CY	10336	\$79.00	\$816,521.04	\$25.00	\$258,392.73	\$60.00	\$620,142.56	\$61.00	\$630,478.27	\$37.00	\$382,421.25	\$79.00	\$816,521.04	\$70.00	\$723,499.65
36	Cast in Place 5' Dia. Manhole (6'-12' Depth) with MIC & Crystalline Admixture	EA	22	\$10,600.00	\$233,200.00	\$18,200.00	\$400,400.00	\$15,550.00	\$342,100.00	\$14,000.00	\$308,000.00	\$8,740.00	\$192,280.00	\$10,600.00	\$233,200.00	\$14,140.00	\$311,080.00
37	Cast in Place 5' Dia. Manhole (12'-18' Depth) with MIC & Crystalline Admixture	EA	3	\$17,700.00	\$53,100.00	\$26,600.00	\$79,800.00	\$18,580.00	\$55,740.00	\$15,000.00	\$45,000.00	\$11,115.00	\$33,345.00	\$17,700.00	\$53,100.00	\$22,450.00	\$67,350.00
38	Cast in Place 6' Dia. Manhole (6'-12' Depth) with MIC & Crystalline Admixture	EA	1	\$12,200.00	\$12,200.00	\$21,000.00	\$21,000.00	\$22,730.00	\$22,730.00	\$16,000.00	\$16,000.00	\$10,527.00	\$10,527.00	\$12,200.00	\$12,200.00	\$22,240.00	\$22,240.00
39	Cast in Place 6' Dia. Manhole (12'-18' Depth) with MIC & Crystalline Admixture	EA	2	\$20,200.00	\$40,400.00	\$28,500.00	\$57,000.00	\$25,420.00	\$50,840.00	\$18,000.00	\$36,000.00	\$11,294.00	\$22,588.00	\$20,200.00	\$40,400.00	\$23,430.00	\$46,860.00
40	Manhole Epoxy Liner	VF	83	\$425.00	\$35,275.00	\$400.00	\$33,200.00	\$875.00	\$72,625.00	\$650.00	\$53,950.00	\$692.50	\$57,477.50	\$425.00	\$35,275.00	\$270.00	\$22,410.00
41	Groundwater Mitigation Dam	EA	22	\$3,000.00	\$66,000.00	\$3,500.00	\$77,000.00	\$1,550.00	\$34,100.00	\$2,300.00	\$50,600.00	\$2,850.00	\$62,700.00	\$3,000.00	\$66,000.00	\$1,870.00	\$41,140.00
42	Core Existing Manhole	EA	2	\$4,000.00	\$8,000.00	\$1,500.00	\$3,000.00	\$2,000.00	\$4,000.00	\$1,500.00	\$3,000.00	\$2,200.00	\$4,400.00	\$4,000.00	\$8,000.00	\$2,680.00	\$5,360.00
43	30" Steel Encasement by Open Cut	LF	46	\$600.00	\$27,600.00	\$507.00	\$23,322.00	\$390.00	\$17,940.00	\$590.00	\$27,140.00	\$700.00	\$32,200.00	\$600.00	\$27,600.00	\$470.00	\$21,620.00
44	36" Steel Encasement by Open Cut	LF	489	\$505.00	\$246,945.00	\$513.00	\$250,857.00	\$422.00	\$206,358.00	\$640.00	\$312,960.00	\$800.00	\$391,200.00	\$505.00	\$246,945.00	\$470.00	\$229,830.00
45	42" Steel Encasement by Open Cut	LF	24	\$600.00	\$14,400.00	\$621.00	\$14,904.00	\$552.00	\$13,248.00	\$850.00	\$20,400.00	\$950.00	\$22,800.00	\$600.00	\$14,400.00	\$570.00	\$13,680.00
46	Concrete Cap	CY	54	\$450.00	\$24,300.00	\$225.00	\$12,150.00	\$425.00	\$22,950.00	\$900.00	\$48,600.00	\$400.00	\$21,600.00	\$450.00	\$24,300.00	\$630.00	\$34,020.00
47	Fleximat Stream Restoration	SF	13829	\$15.00	\$207,435.00	\$20.00	\$276,580.00	\$14.00	\$193,606.00	\$11.00	\$152,119.00	\$12.50	\$172,862.50	\$15.00	\$207,435.00		

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH GROUND ZERO CONSTRUCTION, INC. FOR THE SHEWMAKER INTERCEPTOR REHABILITATION PHASE 1 CONSTRUCTION BID IN THE AMOUNT OF THREE MILLION SEVEN-HUNDRED FORTY-THREE THOUSAND FIVE-HUNDRED NINETEEN DOLLARS AND TEN CENTS (\$3,743,519.10); AND FOR OTHER PURPOSES.

WHEREAS, Ground Zero Construction, Inc. is the lowest qualified bidder for bid IFB-26-24;

WHEREAS, this project includes replacing 6715 feet of aging sewer interceptors with larger, more durable pipe to improve capacity and reliability from the NE A street to just South of NE Tiger Blvd.

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 Ground Zero Construction, Inc. for Shewmaker Interceptor Rehabilitation in the amount of Three Million Seven-Hundred Forty-Three Thousand Five-Hundred Nineteen Dollars and Ten Cents (\$3,743,519.10).

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

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

PASSED and APPROVED this _____ day of _____, 2026.

APPROVED:

STEPHANIE ORMAN, MAYOR

ATTEST:

MALORIE MARRS, CITY CLERK



Consent Agenda Item

For the City Council meeting on May 12, 2026

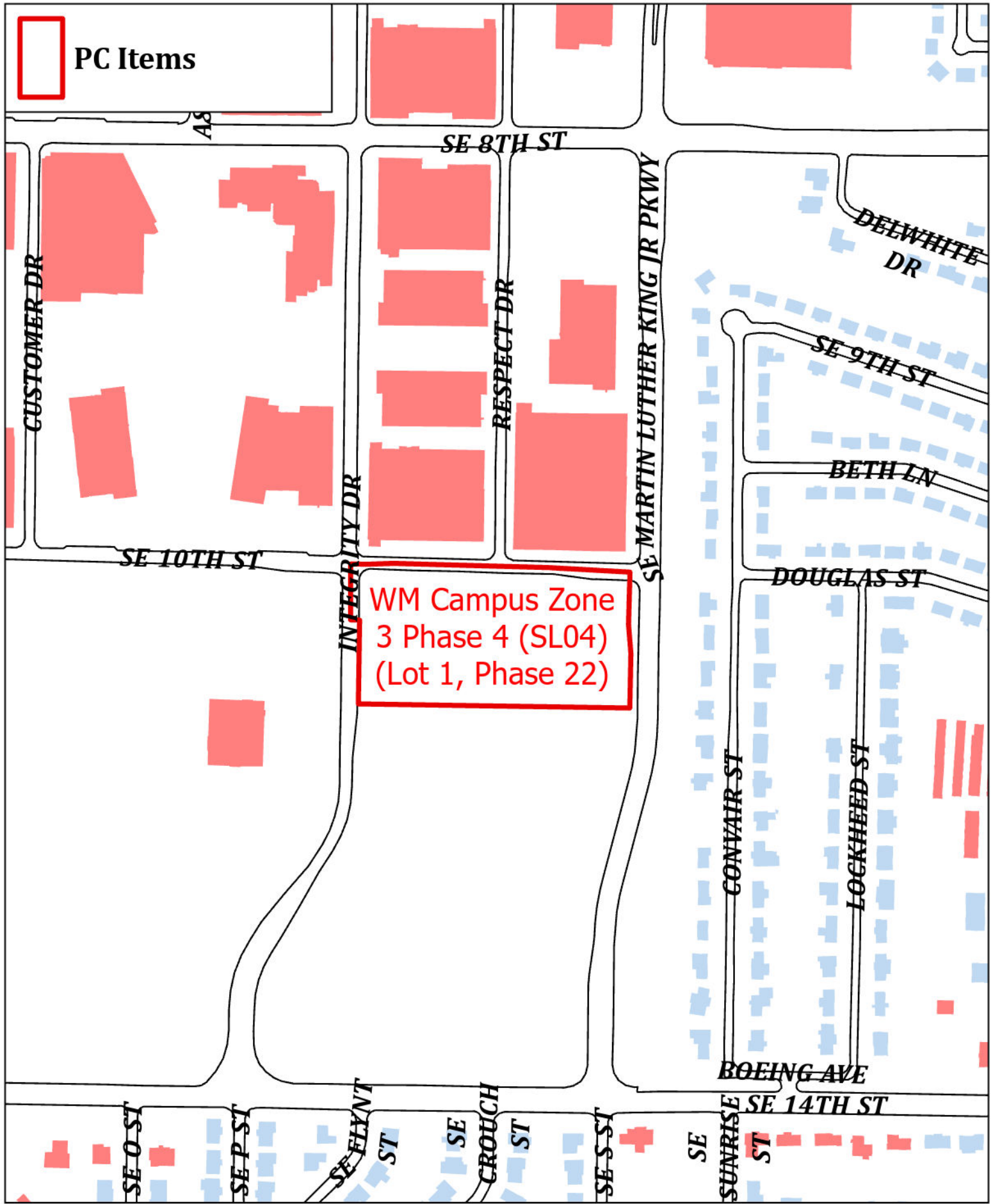
Details

Final Plat of Lot 1, Walmart Campus Subdivision, Phase 22, FP25-0012.

A final plat of Walmart Campus Subdivision, Phase 22. No dedications are being made per this plat. This includes the area of Surface Lot 4.



PC Items



WM Campus Zone
3 Phase 4 (SL04)
(Lot 1, Phase 22)



FP25-0012
WM Campus Zone 3 Phase 4 (SL04) (Lot 1, Phase 22)
1812 SE 10th St



Final Plat of Lot 1, Walmart Campus Subdivision, Phase 22 Walmart Campus

814 Respect Drive
Bentonville, Benton County, Arkansas

GENERAL NOTES:

- This plat represents a Final Plat of Lot 2, and a vacated street of Wal-Mart East Subdivision Number 1 per Plat Book P2, Page 691, in the public records of Benton County, Arkansas.
- Every document of record reviewed and considered as a part of this survey is noted hereon. Only the documents noted hereon were supplied to the surveyor.
- Declaration is made to the original purchaser of the survey and those listed in the certification for the use of this transaction only and is not transferable to any additional or subsequent owners.
- Basis of Bearings: All bearings shown hereon are grid based on Arkansas State Plane Coordinate System, NAD83, North Zone, as established by a Static observation processed through OPLS.
- This survey is valid only if the drawing includes the seal and signature of the surveyor.
- This survey meets the current Arkansas Standards of Practice for Property Boundary Surveys and Plats.
- The locations of underground utilities as shown hereon are based on above ground structures as were visible at the time of survey, and/or from record drawings provided to the surveyor. The location of underground utilities/structures may vary from locations shown hereon. No excavations were made during the progress of this survey to locate underground utilities/structures.
- The contractor is advised to contract the 811 One-Call Center before any construction begins, depending on the state there is a possibility of a severe penalty for not making this call. Not all utility companies are members of the One-Call Systems. Therefore the contractor is advised to contract all non-members as well as the One-Call System.
- The contractor must determine that proposed structures are clear of all boundary lines, easements, and meet building setback requirements before construction begins.
- By scaled map location and graphical plotting only. This property is located unshaded Zone "X" which are areas determined to be outside the 0.2% annual chance floodplain determined by the National Flood Insurance Program, Flood Insurance Rate Map for Benton County, Arkansas.
Map Number: 05007C0255K
Map Revised: June 5, 2012
- No attempt was made to show the zoned building setback lines graphically on the survey. The assignment, vacation, or orientation of setbacks that impact the usage rights of the property are determined by the local governing jurisdictional agency. Setback dimensions will be based on the orientation of the building(s) to be constructed as approved.
- No current zoning report or letter regarding zoning classification was provided to the Surveyor. Setbacks shall be per the current zoning district as stated in the most recent City of Bentonville Zoning Code. For more info visit www.bentonvilleplanning.com or call the Planning Department @ 479-271-3122.
- Sidewalks shall be the responsibility of the builder/owner at time of building permit issuance. All sidewalks shall be installed by the timeframes set forth in 900.08 of the Street Specifications.
- There may not be fences or any other structures built in any drainage easements.
- Before any work in the right-of-way commences, contractor and or owner is to obtain right-of-way permit from the City of Bentonville Transportation Department.
- Owner is to contact New Service coordinator (479-271-3139) to discuss electric service prior to beginning any construction. Failure to contact BEUD prior to construction will result in delays to get electric service.
- All structures must maintain minimum of 20' clearance from all electric lines.
- BEUD's standard practice is to place underground equipment (transformers, secondary pedestals, junction boxes, etc.) on the lot line of a development. Any adjustments to the property line that result in our equipment not being on the lot line require the developer to pay for the cost of BEUD to relocate the equipment to the lot line.
- It is the responsibility of the developer to pay for any cost associated with moving of equipment. This includes but is not limited to any costs associated with loss of equipment (wire and elbows) and labor and material to move the equipment to the new lot line.
- Relocation of any existing electrical facilities shall be at the owner's expense.
- Owner/Developer shall coordinate with all local utilities to insure that each lot has water, sewer and electric service.
- Subject areas are subject to public utility, drainage, and emergency access easements as shown at Deed Instrument #L202110326.
- No residential lot shall be permitted direct access to a collector, minor, or major arterial street. All residential subdivision development contiguous to a collector, minor, or major arterial street shall orient frontage to a local street, and back of the project, without access to the said major streets.
- There are no waivers, variances and/or conditional uses at the time of preparing this plat.
- The buildings contained in the area of this final plat fall within Zone C of the Municipal Airport Overlay District pursuant to Bentonville Municipal Code Section 401.12
- The platted area falls within Zone 3, Phase 1 of the Walmart Campus PUD at the time of submittal.



VICINITY MAP

NOT TO SCALE
Latitude: 36°21'36"N
Longitude: 94°11'23"W

Owner:

Parcel # 01-09123-000 & 01-19580-001
Wal-Mart Stores, East, LP
PO BOX 8050 MS 0555
BENTONVILLE AR 72712-8050
Contact: Joe Albright, (479) 273-4000

Surveyors:

CEI Engineering Associates, Inc.
2600 NE 11th St, Suite 300
Bentonville, AR 72712
Phone: (479) 273-9472
Fax: (479) 271-0536
Surveyor: Dustin Riley, Arkansas PL581618



CERTIFICATE OF OWNERSHIP:

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

Date of Execution: _____ Signed: _____

Name & Address: Wal-Mart Stores, East, LP

Print Name: _____

Source of Title: D.R. 2006, Page 2826

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

Notary Public _____ My Commission Expires _____

CERTIFICATE OF APPROVAL:

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

Date of Execution: _____

Signed: _____
Bentonville Planning Commission Chairman

Signed: _____
Mayor, City of Bentonville

Signed: _____
City Clerk, City of Bentonville

CERTIFICATE OF SURVEYING ACCURACY:

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

Date of Execution: _____

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

ATLAS PAGE: 404

City of Bentonville Project # FP25-0012

State Survey Code: 500-20N-30W-0-32-130-04-1618



REVISION		
NO.	DESCRIPTION	DATE
1	1st Sub. Comments	11/04/2025



CEI ENGINEERING ASSOCIATES, INC.
3108 SW REGENCY PKWY
BENTONVILLE, AR 72712
PHONE: (479) 273-9472
FAX: (479) 273-0844
CORPORATE TBP/L FIRM #110031500

3030 LBJ FREEWAY, SUITE 100
DALLAS, TX 75234
PHONE: (972) 488-3737
FAX: (972) 488-6732

Final Plat of Lot 1, Phase 22
Walmart Campus
814 Respect Drive
Bentonville, Benton County, Arkansas

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

PROFESSIONAL OF RECORD	DGR
DESIGNER	WAP
FIELD WORK	CSS
CEI PROJECT NUMBER	31470
DATE	11/4/2025
REVISION	REV-1

Cover Sheet

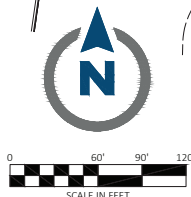
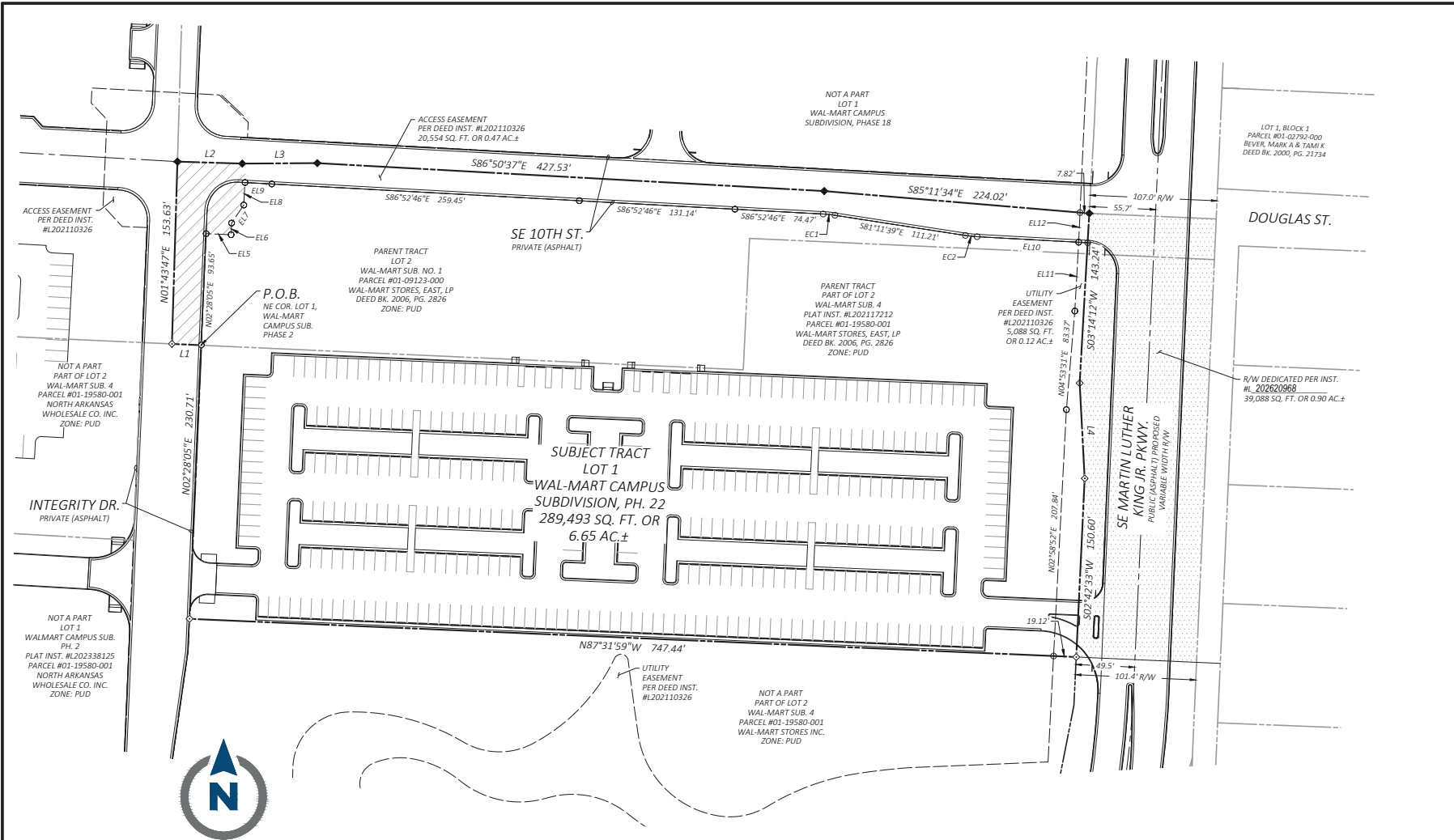
SHEET TITLE

SHEET NUMBER

1 OF 2

Page 230 of 249

DRAWING LOCATION - S:\31000\31470\DRAWINGS\SURVEY\31470\F S04.DWG -- SAVED BY - WPIERSON



Property Line Table			Easement Line Table		
Line #	Direction	Length	LINE	BEARING	DISTANCE
L1	N87°24'08\"W	24.78'	EL5	S87°31'55\"E	21.00'
L2	S88°16'13\"E	54.62'	EL6	N02°28'05\"E	9.80'
L3	N89°39'35\"E	63.21'	EL7	N34°00'15\"E	18.37'
L4	S03°00'28\"E	80.43'	EL8	N03°07'14\"E	19.00'
			EL9	S86°52'46\"E	22.60'
			EL10	S86°52'05\"E	93.22'
			EL11	N03°11'53\"E	58.09'
			EL12	N02°36'16\"E	25.00'

Easement Curve Table				
Curve #	Radius	Length	Delta	Chord Bearing
EC1	100.00'	9.92'	5°41'06\"	S84°02'12\"E
EC2	100.00'	9.92'	5°41'06\"	S84°02'12\"E

SURVEY DESCRIPTION:

A part of Lot 2, Wal-Mart Subdivision Number 1 per Plat Book P2, Page 691 and a part of Lot 2, Wal-Mart Subdivision Number 4 per Plat Instrument #L202110326 in the public records of Benton County, Arkansas and being described by metes and bounds as follows:

BEGINNING at a 5/8-inch rebar with cap LS1618 found at the Northeast Corner of Lot 1, Wal-Mart Campus Subdivision, Phase 2 per Plat Instrument #L202338125;
THENCE along the North Line of said Lot 1, North 87°24'08\" West, 24.78 feet to a 5/8-inch rebar with cap LS1618;
THENCE departing said North Line, North 01°43'47\" East, 153.63 feet to a 5/8-inch rebar with cap LS1618 found at the Southwest Corner of Lot 2, Wal-Mart Campus Subdivision, Phase 18 per Plat Instrument #L202530202;
THENCE along the South Line of said Lot 1, Phase 18 the following four (4) courses:
1. South 88°16'13\" East, 54.62 feet to a 5/8-inch rebar with cap LS1618;
2. North 89°39'35\" East, 63.21 feet to a 5/8-inch rebar with cap LS1618;
3. South 86°50'37\" East, 427.53 feet to a 5/8-inch rebar with cap LS1618;
4. South 85°11'34\" East, 224.02 feet to a 5/8-inch rebar with cap LS1618 found on the West Right-of-Way of Martin Luther King Jr. Parkway;
THENCE along said West Right-of-Way the following
1. South 03°14'12\" West, 143.24 feet to a 5/8-inch rebar with cap LS1618;
2. South 03°00'28\" East, 80.43 feet to a 5/8-inch rebar with cap LS1618;
3. South 02°42'33\" West, 150.60 feet to a 5/8-inch rebar with cap LS1618;
THENCE departing said West Right-of-Way, North 87°31'59\" West, 747.44 feet to a 5/8-inch rebar with cap LS1618 found on the East Line of Lot 1, Wal-Mart Campus Subdivision, Phase 2;
THENCE along said East Line, North 02°28'05\" East, 230.71 feet to the POINT OF BEGINNING containing 289,493 square feet or 6.65 acres, more or less.

PARENT TRACT DESCRIPTION:

A part of Lot 2, and a vacated street of Wal-Mart East Subdivision Number 1 per Plat Book P2, Page 691 in the public records of Benton County, Arkansas.

AND

A part of Lot 2, Wal-Mart Subdivision Number 4 per Plat Instrument #L202117212 in the public records of Benton County, Arkansas.

Legend

	Boundary Line
	Lot Line Removed per this Plat
	Adjoining Boundary Line
	Centerline
	Found 5/8\" Rebar \"LS#1618\"
	Set 5/8\" Rebar \"LS#1618\"
	Right-of-Way
	Bearing & Distance Change
	Dedicated Right-of-Way (R/W)
	Utility Easement (UE) per Deed Inst. #L202110326
	Access Easement (AE) per Deed Inst. #L202110326

ATLAS PAGE: 404

City of Bentonville Project # FP25-0012

State Survey Code: S00-20N-30W-0-32-130-04-1618



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

3030 LBI FREEWAY, SUITE 100
DALLAS, TX 75234
PHONE: (972) 488-3737
FAX: (972) 488-6732

Final Plat of Lot 1, Phase 18
Wal-Mart Campus
814 Respect Drive
Bentonville, Benton County, Arkansas

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

PROFESSIONAL OF RECORD	DGR
DESIGNER	WAP
FIELD WORK	CSS
CEI PROJECT NUMBER	31470
DATE	11/4/2025
REVISION	REV-1

Final Plat

SHEET TITLE
SHEET NUMBER

ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A FINAL PLAT OF LOT 1 OF WALMART CAMPUS
SUBDIVISION, PHASE 22 TO THE CITY OF BENTONVILLE, ARKANSAS; AND
FOR OTHER PURPOSES.
(PROJECT NUMBER: FP25-0012)**

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the final plat of LOT 1 OF WALMART CAMPUS SUBDIVISION, PHASE 22 to the City of Bentonville, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on May 5, 2026;

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

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

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

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

Section 1: That the final plat of LOT 1 OF WALMART CAMPUS SUBDIVISION, PHASE 22 to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes;

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

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

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

PASSED AND APPROVED this _____ day of _____, 2026.

APPROVED:

ATTEST:

Stephanie Orman, Mayor

Malorie Marrs, City Clerk



Consent Agenda Item

For the City Council meeting on May 12, 2026

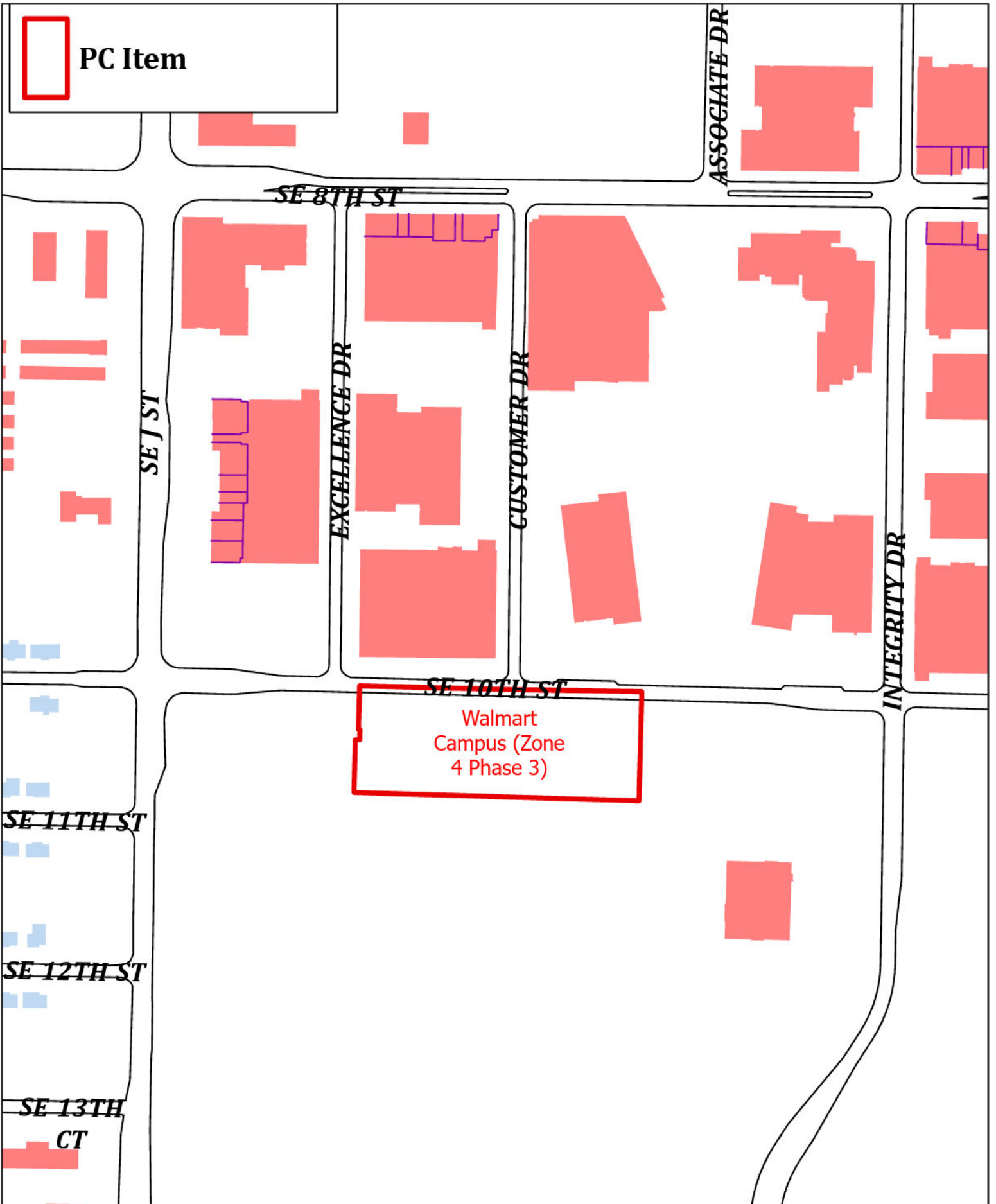
Details

Final Plat of Lot 1, Walmart Campus Subdivision, Phase 23, FP25-0013.

A final plat of Walmart Campus Subdivision, Phase 23. No dedications are being made per this plat. This includes the area of Surface Lot 5.



PC Item



FP25-0013
Walmart Campus (Zone 4 Phase 3)
1005 EXCELLENCE DR



Final Plat of Lot 1, Walmart Campus Subdivision, Phase 23 Walmart Campus

SE 10th Street
Bentonville, Benton County, Arkansas

GENERAL NOTES:

- This plat represents a Final Plat of Lot 1, Wal-Mart Subdivision Number 4 per Plat Instrument #L202117212 in the public records of Benton County, Arkansas.
- Every document of record reviewed and considered as a part of this survey is noted hereon. Only the documents noted hereon were supplied to the surveyor.
- Declaration is made to the original purchaser of the survey and those listed in the certification for the use of this transaction only and is not transferable to any additional or subsequent owners.
- Basis of Bearings: All bearings shown hereon are grid based on Arkansas State Plane Coordinate System, NAD83, U.S. Survey Feet, North Zone, as established by a Static observation processed through OPUS.
- This survey is valid only if the drawing includes the seal and signature of the surveyor.
- This survey meets the current Arkansas Standards of Practice for Property Boundary Surveys and Plats.
- The locations of underground utilities as shown hereon are based on above ground structures as were visible at the time of survey, and/or from record drawings provided to the surveyor. The location of underground utilities/structures may vary from locations shown hereon. No excavations were made during the progress of this survey to locate underground utilities/structures.
- The contractor is advised to contract the 811 One-Call Center before any construction begins, depending on the state there is a possibility of a severe penalty for not making this call. Not all utility companies are members of the One-Call Systems. Therefore the contractor is advised to contract all non-members as well as the One-Call System.
- The contractor must determine that proposed structures are clear of all boundary lines, easements, and meet building setback requirements before construction begins.
- By scale map location and graphical plotting only. This property is located in shaded Zone "X" which are areas of 0.2% annual flood chance; areas of 1% annual flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and area protected by levees from 1% annual chance flood as determined by the National Flood Insurance, Flood Insurance Rate Map for Benton County, Arkansas.
Map Number: 05007C0255K
Map Revised: June 5, 2012
- No attempt was made to show the zoned building setback lines graphically on the survey. The assignment, vacation, or orientation of setbacks that impact the usage rights of the property are determined by the local governing jurisdictional agency. Setback dimensions will be based on the orientation of the building(s) to be constructed as approved.
- No current zoning report or letter regarding zoning classification was provided to the Surveyor. Setbacks shall be per the current zoning district as stated in the most recent City of Bentonville Zoning Code. For more info visit www.bentonvilleplanning.com or call the Planning Department @ 479-271-3122.
- Sidewalks shall be the responsibility of the builder/owner at time of building permit issuance. All sidewalks shall be installed by the timeframe set forth in 900.08 of the Street Specifications
- There may not be fences or any other structures built in any drainage easements.
- Before any work in the right-of-way commences, contractor and/or owner is to obtain right-of-way permit from the City of Bentonville Transportation Department.
- Owner is to contact New Service coordinator (479-271-3139) to discuss electric service prior to beginning any construction. Failure to contact BEUD prior to construction will result in delays to get electric service.
- All structures must maintain minimum of 20' clearance from all electric lines.
- BEUD's standard practice is to place underground equipment (transformers, secondary pedestals, junction boxes, etc.) on the lot line of a development. Any adjustments to the property line that result in our equipment not being on the lot line require the developer to pay for the cost of BEUD to relocate the equipment to the lot line.
- It is the responsibility of the developer to pay for any cost associated with moving of equipment. This includes but is not limited to any costs associated with loss of equipment (wire and elbows) and labor and material to move the equipment to the new lot line.
- Relocation of any existing electrical facilities shall be at the owner's expense.
- Owner/Developer shall coordinate with all local utilities to ensure that each lot has water, sewer and electric service.
- Subject areas are subject to public utility, drainage, and emergency access easements as shown at Deed Instrument #L202110326.
- No residential lot shall be permitted direct access to a collector, minor, or major arterial street. All residential subdivision development contiguous to a collector, minor, or major arterial street shall orient frontage to a local street, and back of the project, without access to the said major streets.
- There are no waivers, variances and/or conditional uses at the time of preparing this plat.
- The buildings contained in the area of this final plat fall within Zone C of the Municipal Airport Overlay District pursuant to Bentonville Municipal Code Section 401.12.
- The platted area falls within Zone 4 of the Walmart Campus PUD at the time of submittal.



VICINITY MAP

NOT TO SCALE

Latitude: 36°21'38"N
Longitude: 94°11'38"W

Owner:

Parcel #'s 01-19579-000
Wal-Mart Stores Inc.
PO BOX 8050 MS 0555
BENTONVILLE AR 72712-8050
Contact: Joe Allbright, (479) 273-4000

Surveyors:

CEI Engineering Associates, Inc.
2600 NE 11th St, Suite 300
Bentonville, AR 72712
Phone: (479) 273-9472
Fax: (479) 271-0536
Surveyor: Dustin Riley, Arkansas PLS#1618



CERTIFICATE OF OWNERSHIP:

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

Date of Execution: _____ Signed: _____

Name & Address: Wal-Mart Stores Inc.

Print Name: _____

Source of Title: D.R. 2010, Page 40847

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

Notary Public _____ My Commission Expires _____

CERTIFICATE OF APPROVAL:

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

Date of Execution: _____

Signed: _____
Bentonville Planning Commission Chairman

Signed: Mayor, City of Bentonville

Signed: City Clerk, City of Bentonville

CERTIFICATE OF SURVEYING ACCURACY:

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

Date of Execution: _____

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

ATLAS PAGE: 404

City of Bentonville Project # FP25-0013

State Survey Code: 500-20N-30W-0-32-200-04-1618



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

3030 LBJ FREEWAY, SUITE 100
DALLAS, TX 75234
PHONE: (972) 488-3737
FAX: (972) 488-6732

Final Plat of Lot 1, Phase 23
Walmart Campus
SE 10th Street
Bentonville, Benton County, Arkansas

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

PROFESSIONAL OF RECORD	DGR
DESIGNER	WAP
FIELD WORK	CSS
CEI PROJECT NUMBER	31470
DATE	4/21/2026
REVISION	REV-0

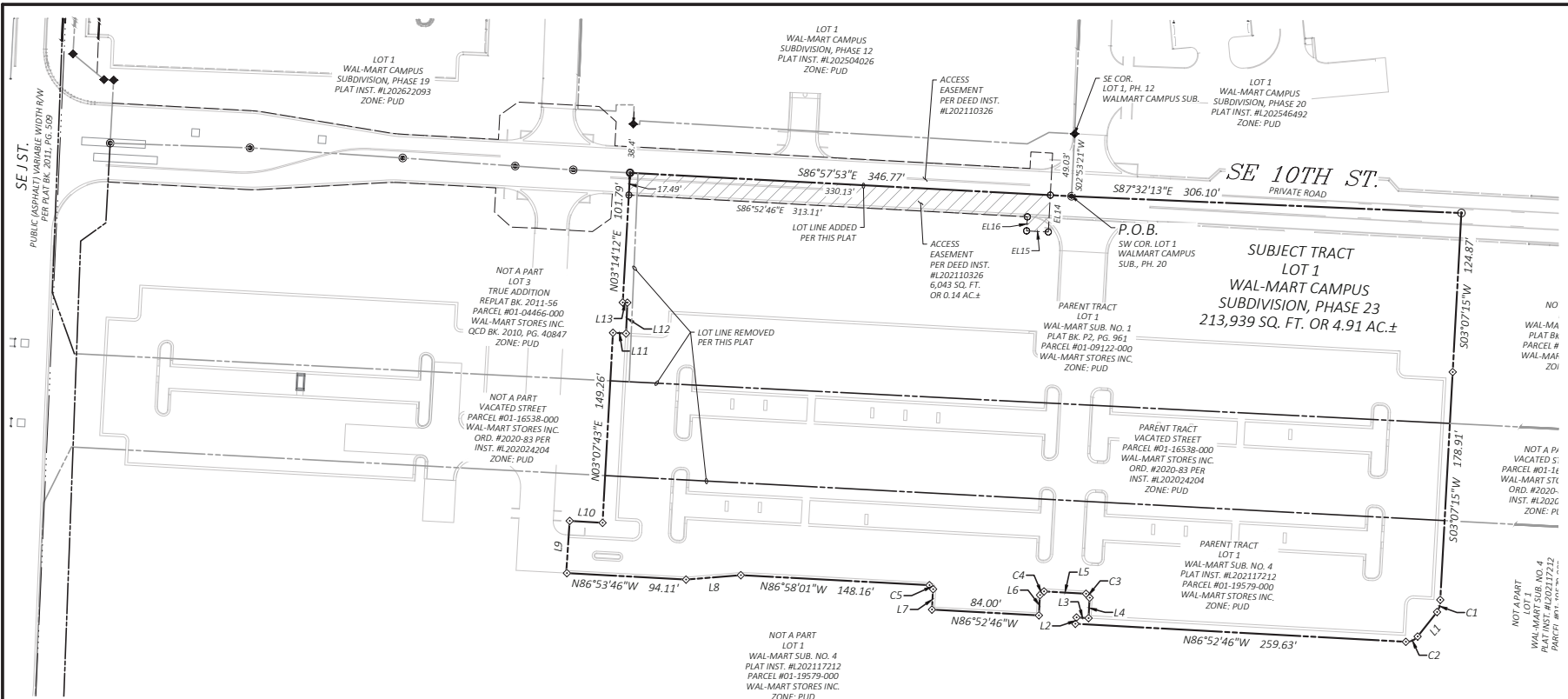
Cover Sheet

SHEET TITLE
SHEET NUMBER

1 OF 2

Page 235 of 249

DRAWING LOCATION - S:\31000\31470\DRAWINGS\SURVEY\31470BF\S05.DWG -- SAVED BY: WPIERSON



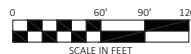
LOT 1 DESCRIPTION:

Part of Lot 1, Wal-Mart Subdivision Number 4 per Plat Instrument #L202117212 in the public records of Benton County, Arkansas and being described by metes and bounds as follows:

BEGINNING at a mag nail with washer "LS1618" found at the Southwest Corner of Lot 1, Wal-Mart Campus Subdivision, Phase 20 per Plat Instrument #L202546492;
THENCE along the South Line of said Lot 1, Phase 20, South 87°32'13" East, 306.10 feet to a mag nail with washer "LS1618";
THENCE S departing said South Line, South 03°07'15" West, 124.87 feet to a 5/8-inch rebar with cap "LS1618";
THENCE South 03°07'15" West, 178.91 feet to a 5/8-inch rebar with cap "LS1618";
THENCE Southerly along the arc of a curve to the right 10.01 feet, having a radius of 16.24 feet, through a central angle of 35°17'41", having a chord bearing and distance of South 14°58'18" West, 9.85 feet to a 5/8-inch rebar with cap "LS1618";
THENCE South 38°25'18" West, 24.53 feet to a 5/8-inch rebar with cap "LS1618";
THENCE Southwesterly along the arc of a curve to the right 10.50 feet, having a radius of 11.00 feet, through a central angle of 54°41'13", having a chord bearing and distance of South 65°46'04" West, 10.11 feet to a 5/8-inch rebar with cap "LS1618";
THENCE North 86°52'46" West, 259.63 feet to a 5/8-inch rebar with cap "LS1618";
THENCE North 09°52'49" East, 5.04 feet to a 5/8-inch rebar with cap "LS1618";
THENCE North 86°52'46" East, 9.46 feet to a 5/8-inch rebar with cap "LS1618";
THENCE North 03°07'14" East, 16.00 feet to a 5/8-inch rebar with cap "LS1618";
THENCE Northwesterly along the arc of a curve to the left 4.71 feet, having a radius of 3.00 feet, through a central angle of 90°00'00", having a chord bearing and distance of North 41°52'46" West, 4.24 feet to a 5/8-inch rebar with cap "LS1618";
THENCE North 86°52'46" West, 33.00 feet to a 5/8-inch rebar with cap "LS1618";
THENCE Northwesterly along the arc of a curve to the left 4.71 feet, having a radius of 3.00 feet, through a central angle of 90°00'00", having a chord bearing and distance of South 48°07'14" West, 4.24 feet to a 5/8-inch rebar with cap "LS1618";
THENCE North 03°07'14" East, 16.00 feet to a 5/8-inch rebar with cap "LS1618";
THENCE North 86°52'46" West, 84.00 feet to a 5/8-inch rebar with cap "LS1618";
THENCE Northwesterly along the arc of a curve to the left 4.71 feet, having a radius of 3.00 feet, through a central angle of 90°00'00", having a chord bearing and distance of North 41°52'46" West, 4.24 feet to a 5/8-inch rebar with cap "LS1618";
THENCE North 86°58'01" West, 148.16 feet to a 5/8-inch rebar with cap "LS1618";
THENCE South 85°24'29" West, 43.15 feet to a 5/8-inch rebar with cap "LS1618";
THENCE North 86°53'46" West, 94.11 feet to a 5/8-inch rebar with cap "LS1618";
THENCE North 03°07'43" East, 149.26 feet to a 5/8-inch rebar with cap "LS1618";
THENCE South 86°52'46" East, 10.29 feet to a 5/8-inch rebar with cap "LS1618";
THENCE North 02°26'31" East, 24.20 feet to a 5/8-inch rebar with cap "LS1618";
THENCE North 87°50'35" West, 3.62 feet to a 5/8-inch rebar with cap "LS1618";
THENCE North 03°14'12" East, 101.79 feet to a mag nail with washer "LS1618" found on the centerline of SE 10th Street (private road);
THENCE along said centerline, South 86°57'53" East, 346.77 feet to the POINT OF BEGINNING containing 213,939 square feet or 4.91 acres, more or less.

PARENT TRACT DESCRIPTION:

Part of Lot 1, Wal-Mart Subdivision Number 4 per Plat Instrument #L202117212 in the public records of Benton County, Arkansas.



Legend

---	Boundary Line
- - - -	Adjoining Boundary Line
---	Easement Line
---	Section Line
---	Lot Line removed per this plat
Found 5/8" Rebar "LS#1618" (unless otherwise noted)	
Set 5/8" Rebar "LS#1618"	
Set Mag Nail w/Washer "LS#1618"	
Bearing & Distance Change	
Right-of-Way	
Access Easement (AE)	

Property Line Table		
Line #	Direction	Length
L1	S38°25'18"W	24.53'
L2	N09°52'49"E	5.04'
L3	S86°52'46"E	9.46'
L4	N03°07'14"E	16.00'
L5	N86°52'46"W	33.00'
L6	S03°07'14"W	16.00'
L7	N03°07'14"E	16.00'

Property Line Table		
Line #	Direction	Length
L8	S85°24'29"W	43.15'
L9	N03°49'18"E	41.03'
L10	S86°37'41"E	25.82'
L11	S86°52'46"E	10.29'
L12	N02°26'31"E	24.20'
L13	N87°50'35"W	3.62'

Easement Line Table		
LINE	BEARING	DISTANCE
EL14	N03°07'14"E	28.98'
EL15	S86°52'46"E	17.06'
EL16	S03°07'14"W	11.00'

Property Curve Table					
Curve #	Radius	Length	Delta	Chord Bearing	Chord Distance
C1	16.24'	10.01'	35°17'41"	S14°58'18"W	9.85'
C2	11.00'	10.50'	54°41'31"	S65°46'04"W	10.11'
C3	3.00'	4.71'	90°00'00"	N41°52'46"W	4.24'
C4	3.00'	4.71'	90°00'00"	S48°07'14"W	4.24'
C5	3.00'	4.71'	90°00'00"	N41°52'46"W	4.24'



ATLAS PAGE: 404

City of Bentonville Project # FP25-0013

State Survey Code: S00-20N-30W-0-32-200-04-1618



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

3030 LBJ FREEWAY, SUITE 100
DALLAS, TX 75234
PHONE: (972) 488-3737
FAX: (972) 488-6732

Final Plat of Lot 1, Phase 23
Wal-Mart Campus
SE 10th Street
Bentonville, Benton County, Arkansas

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

PROFESSIONAL OF RECORD	DGR
DESIGNER	WAP
FIELD WORK	CSS
CEI PROJECT NUMBER	31470
DATE	4/21/2026
REVISION	REV-0

Final Plat

SHEET TITLE
SHEET NUMBER

ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A FINAL PLAT OF LOT 1 OF WALMART CAMPUS
SUBDIVISION, PHASE 23 TO THE CITY OF BENTONVILLE, ARKANSAS; AND
FOR OTHER PURPOSES.
(PROJECT NUMBER: FP25-0013)**

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the final plat of LOT 1 OF WALMART CAMPUS SUBDIVISION, PHASE 23 to the City of Bentonville, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on May 5, 2026;

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

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

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

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

Section 1: That the final plat of LOT 1 OF WALMART CAMPUS SUBDIVISION, PHASE 23 to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes;

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

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

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

PASSED AND APPROVED this _____ day of _____, 2026.

APPROVED:

ATTEST:

Stephanie Orman, Mayor

Malorie Marrs, City Clerk



Consent Agenda Item

For the City Council meeting on May 12, 2026

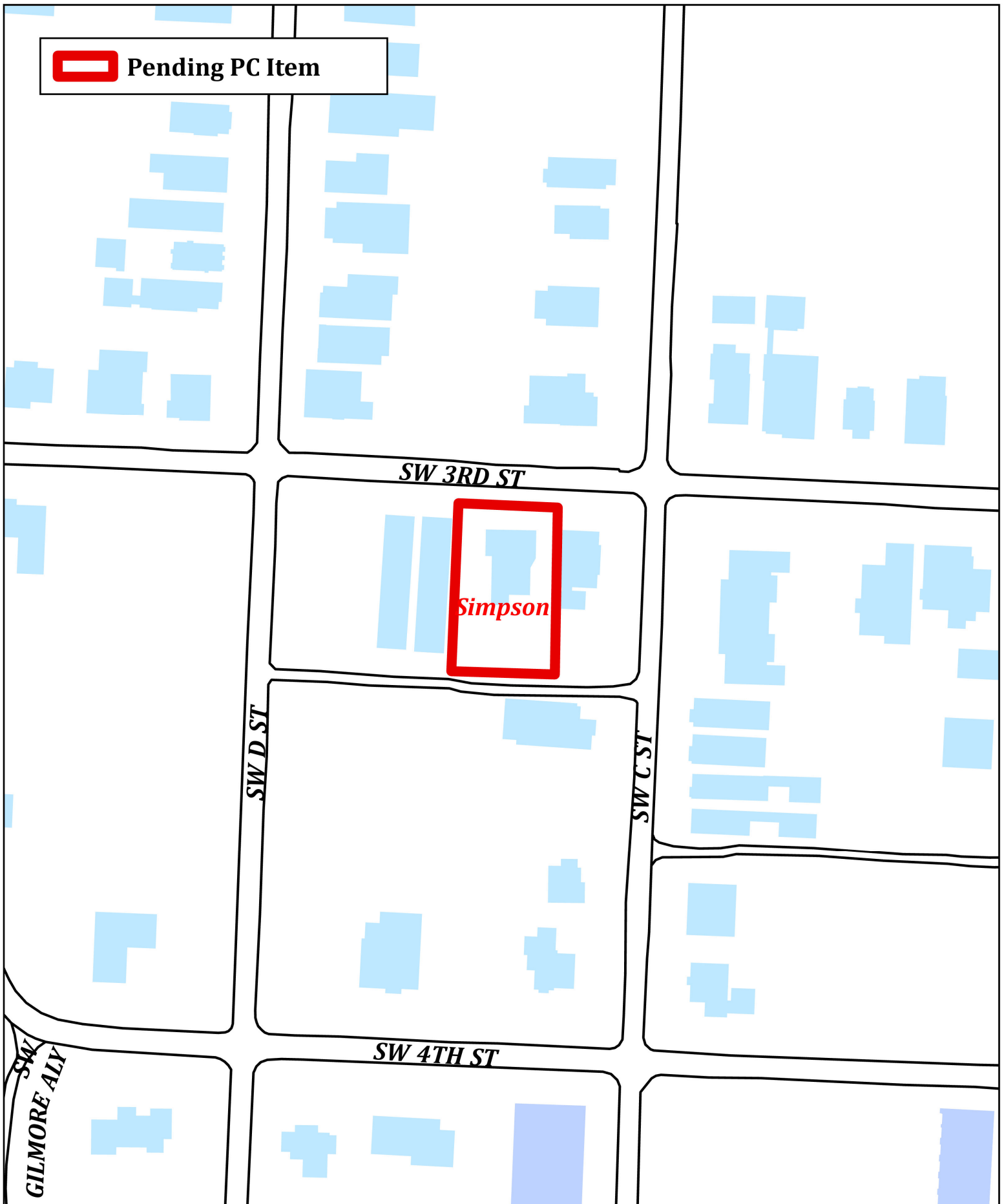
Details

Property Line Adjustment, Lot 3 and West 40' of Lot 2, Block 6 of Clark's 2nd Addition, Creating Lot 27, Block 6 of Clark's 2nd Addition. 403 Southwest 3rd Street, PLA26-0009.

A Property Line Adjustment of Lot 3 and West 40' of Lot 2, Block 6 of Clark's 2nd Addition, Creating Lot 27, Block 6 of Clark's 2nd Addition. There are no dedications being made per this plat.



Pending PC Item



PLA26-0009
Property Line Adjustment
403 SW 3rd St.



Survey Description

LOT 3 AND THE WEST 40 FEET OF LOT 2, BLOCK 6, CLARK'S SECOND ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A SET 1/2" REBAR FOR THE SOUTHWEST CORNER OF SAID LOT 3, AND RUNNING THENCE N02°09'07"E 149.47' TO AN EXISTING 1/2" REBAR, THENCE S87°27'43"E 89.72' TO AN EXISTING 1/2" REBAR, THENCE S02°01'58"W 149.73' TO AN EXISTING 5/8" REBAR, THENCE N87°17'44"W 90.03' TO THE POINT OF BEGINNING, CONTAINING 0.31 ACRES, MORE OR LESS, SUBJECT TO EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

Zoning & Setbacks

CURRENT ZONING:
R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL

BUILDING SETBACKS NOTE:
SETBACK 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.

Utility Notes

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

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



Know what's below.
Call before you dig.

LINE	BEARING	DISTANCE
L1	S 02°09'07" W	16.00'

Owner/Developer

SIMPSON, SCOTT & BARBARA
403 SW 3RD ST
BENTONVILLE AR 72712

Legend of Symbols & Abbreviations

---	BOUNDARY LINE
---	CENTERLINE OF ROAD (CL)
---	RIGHT-OF-WAY (R/W)
---	FENCE
⊕	POWER POLE
⊕	TELEPHONE VAULT
⊕	GAS METER
⊕	WATER METER
⊕	CLEANOUT
⊕	WATER VALVE
●	EXISTING MONUMENT AS NOTED
○	SET 1/2" REBAR & CAP
○	POINT OF BEGINNING
N.T.S.	NOT TO SCALE
M.S.P.	MASTER STREET PLAN

Miscellaneous Notes

STATE RECORDING NUMBER:
500-20N-30W-0-31-140-04-1873

COMPLETED FIELD WORK:
MARCH 18, 2026

REFERENCE DOCUMENTS:

1. WARRANTY DEED FILED AS INSTRUMENT L202146597.
2. SUBDIVISION PLAT FILED IN PLAT BOOK Q AT PAGE 502.

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

ATLAS PAGE: 403A

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

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

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

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

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

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

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

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

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

THE EXISTING USE IS SINGLE-FAMILY RESIDENTIAL.

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

WE HEREBY GRANT TO THE CITY OF BENTONVILLE A BLANKET AVIGATION EASEMENT OVER THE ENTIRETY OF THIS PROPERTY LINE ADJUSTMENT PURSUANT TO MUNICIPAL CODE SECTION 401.12.

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

CERTIFICATE OF OWNERSHIP:

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

DATE OF EXECUTION: _____

SIGNED: _____

PRINT NAME: _____

ADDRESS: _____

DATE OF EXECUTION: _____

SIGNED: _____

PRINT NAME: _____

ADDRESS: _____

CERTIFICATE OF APPROVAL:

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

DATE OF EXECUTION: _____

SIGNED: _____
BENTONVILLE PLANNING COMMISSION CHAIRMAN

SIGNED: _____
MAYOR CITY OF BENTONVILLE

SIGNED: _____
CITY CLERK, CITY OF BENTONVILLE

CERTIFICATE OF SURVEYING ACCURACY:

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

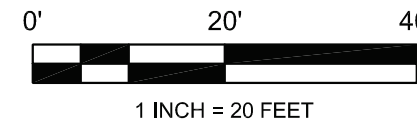
DATE OF EXECUTION: _____

SIGNED: _____

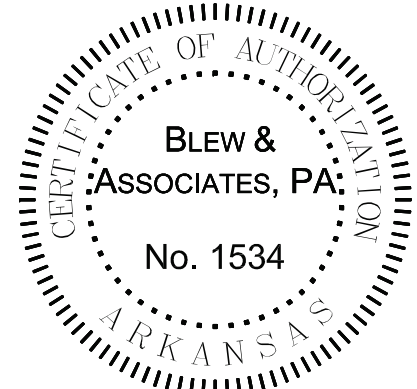
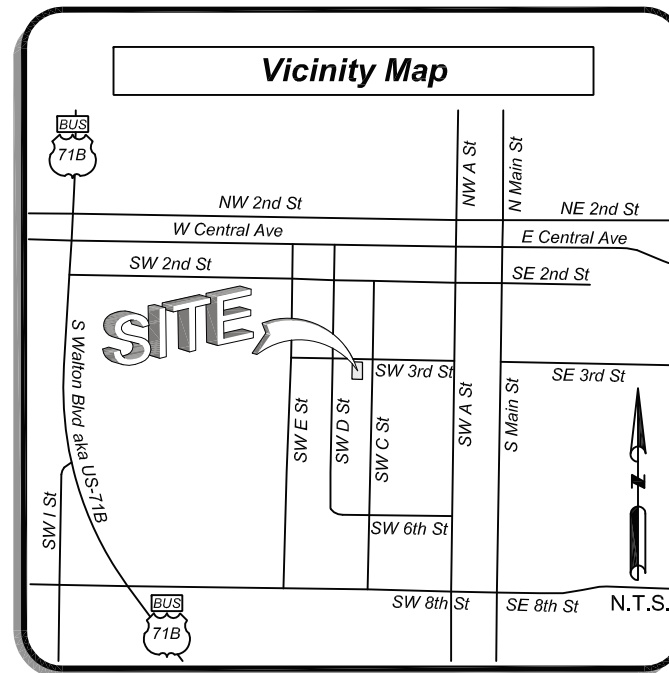
REGISTERED LAND SURVEYOR
NO. 1873
STATE OF ARKANSAS

PROPERTY LINE ADJUSTMENT

of Lot 3 & West 40' of Lot 2, Block 6 of
Clark's 2nd Addition,
Creating
Lot 27, Block 6, Clark's 2nd Addition



BASIS OF BEARING:
ARKANSAS STATE PLANE, NORTH ZONE 14D 83
CONVERGENCE ANGLE: 715.75166
CONVERSION FACTOR (PLAT TO GRID): 0.99997247
COMBINED SCALE FACTOR (GROUND TO GRID) = 0.99997247
LATITUDE: 36°22'10.57363"
LONGITUDE: -94°12'46.58973"



I HEREBY CERTIFY THIS TO BE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF ON THIS THE _____ DAY OF _____, 20____.



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

FORM:

BLEW & ASSOCIATES, PA
CIVIL ENGINEERS & LAND SURVEYORS

3825 N. SHILOH DRIVE
FAYETTEVILLE, ARKANSAS 72703
OFFICE: 479.443.4506
FAX: 479.582.1883
www.BLEWINC.com

Certificate of Authorization No 1534

DRAWN BY & DATE: J.C. - 03/19/2026	REVIEWED BY: W.L.	SURVEYED BY: R.S.
---------------------------------------	----------------------	----------------------

COUNTY & STATE: BENTON COUNTY, ARKANSAS	JOB NUMBER: 26-1495
--	------------------------

LOCATION:
SECTION 31, TOWNSHIP 20 NORTH, RANGE 30 WEST

FOR THE USE AND BENEFIT OF:

SCOTT & BARBARA SIMPSON

PLA26-0009

ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF LOT 3 AND
THE WEST 40 FEET OF LOT 2, BLOCK 6 OF CLARK’S SECOND ADDITION
CREATING NEW LOT 27, BLOCK 6 OF CLARK’S SECOND ADDITION TO THE
CITY OF BENTONVILLE, ARKANSAS; AND FOR OTHER PURPOSES.
(PROJECT NUMBER: PLA26-0009)**

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the property line adjustment of LOT 3 AND THE WEST 40 FEET OF LOT 2, BLOCK 6 OF CLARK’S SECOND ADDITION creating new LOT 27, BLOCK 6 OF CLARK’S SECOND ADDITION to the City of Bentonville, Benton County, Arkansas was submitted to the Bentonville Planning Commission on May 5, 2026;

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

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

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

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

Section 1: That the property line adjustment of LOT 3 AND THE WEST 40 FEET OF LOT 2, BLOCK 6 OF CLARK’S SECOND ADDITION creating new LOT 27, BLOCK 6 OF CLARK’S SECOND ADDITION to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes;

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

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

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

PASSED AND APPROVED this _____ day of _____, 2026.

APPROVED:

Stephanie Orman, Mayor

ATTEST:

Malorie Marrs, City Clerk



Consent Agenda Item

For the City Council meeting on May 12, 2026

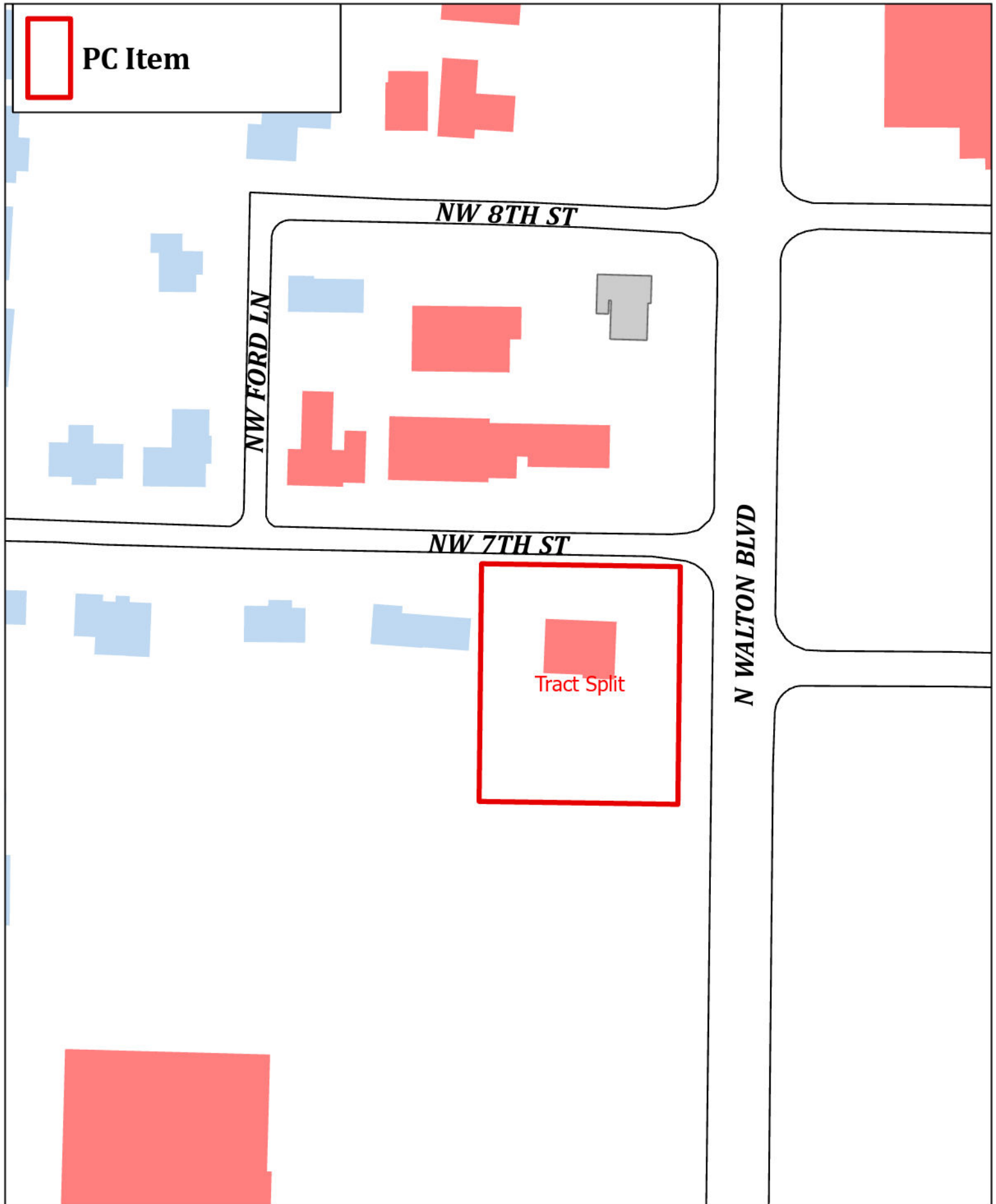
Details

Lot Split Creating Lots 1 & 2 of the Boroughs Subdivision. 01-00876-000, PP25-0008

A Lot Split, Creating Lots 1 & 2 of the Boroughs Subdivision. The plat is dedicating +/- 0.185 acres of Utility Easement along the west side of the property for utility extension to Lot 2. The plat is also dedicating +/- 0.115 acres of Drainage Easement that runs diagonally through both lots, and is dedicating +/- 0.122 acres of Covenant of Easement along the east side of both new lots for cross access across lots.

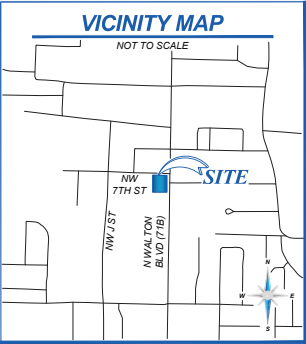


PC Item



PP25-0008
Tract Split
615 N WALTON BLVD





MISCELLANEOUS NOTES

STATE RECORDING NUMBER:
500-20N-31W-0-25-120-04-1532

COMPLETED FIELD WORK:
JULY 30, 2025

REFERENCE DOCUMENTS:
1. QUIT CLAIM DEED FILED IN DEED L202448452.
2. SURVEY PLAT FILED IN PLAT BOOK 5 AT PAGE 361.
3. SURVEY PLAT FILED IN PLAT L202361038.

BASIS OF BEARING:
THE BASIS OF BEARING OF THIS SURVEY IS GRID NORTH, BASED ON ARKANSAS STATE PLANE COORDINATE SYSTEM, NORTH ZONE NAD83.

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

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

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

THE TERM "CERTIFY" OR "CERTIFICATION" AND "CORRECT" AS NOTED HEREON AND AS IT PERTAINS TO LAND SURVEYING SERVICES AS SHOWN ON THIS DOCUMENT SHALL MEAN, "A STATEMENT SIGNED BY THE PROFESSIONAL LAND SURVEYOR BASED ON THE FACTS AND KNOWLEDGE KNOWN TO THE PROFESSIONAL LAND SURVEYOR AT THE TIME OF THE SURVEY AND IS NOT A GUARANTEE OR WARRANTY, EITHER IMPLIED OR EXPRESSED."

APPROVAL OF THE PLAT DOES NOT CARRY ANY ASSURANCES THAT THE TRACT OR TRACTS WILL QUALIFY FOR A SEPTIC SYSTEM PERMIT FROM THE ARKANSAS HEALTH DEPARTMENT.

APPROVAL OF THIS PLAT DOES NOT IN ANY WAY INDICATE THAT ANY OF THE LOTS ON THIS PLAN ARE BUILDABLE ACCORDING TO THE PLANNING REGULATIONS OF BENTON COUNTY, ARKANSAS, NOR AN ENDORSEMENT BY THE PLANNING BOARD OF SAID BUILDABILITY OF SAID LOTS.

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

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

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

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

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

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.

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

BEUD'S STANDARD PRACTICE IS TO PLACE UNDERGROUND EQUIPMENT (TRANSFORMERS, SECONDARY PEDESTALS, JUNCTION BOXES, ETC) ON THE LOT LINE OF A DEVELOPMENT, ANY ADJUSTMENTS TO THE PROPERTY LINE THAT RESULT IN OUR EQUIPMENT NOT BEING ON THE LOT LINE WILL REQUIRE THE DEVELOPER TO PAY FOR THE COST OF BEUD TO RELOCATE THE EQUIPMENT TO THE LOT LINE.

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.

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

LOT SPLIT

CREATING LOTS 1 AND 2 OF THE BOROUGH'S SUBDIVISION

LOCATED IN: SECTION 25, TOWNSHIP 20 NORTH, RANGE 31 WEST
615 NORTH WALTON BOULEVARD, BENTON COUNTY, BENTONVILLE, ARKANSAS 72712

RECORD DESCRIPTION

WARRANTY DEED L202567634:

PART OF THE SE 1/4 OF THE NE 1/4 OF SECTION 25, TOWNSHIP 20 NORTH, RANGE 31 WEST, DESCRIBED AS BEGINNING 135 FEET NORTH AND 14.13 FEET WEST OF THE SE CORNER OF THE SAID SE 1/4 OF THE NE 1/4; THENCE WEST 184 FEET; THENCE N 00°14' W 220 FEET; THENCE EAST 184 FEET; THENCE S 00°14' E 220 FEET TO THE PLACE OF BEGINNING.

SURVEY DESCRIPTION

LOT 1:

PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 20 NORTH, RANGE 31 WEST, BENTON COUNTY, ARKANSAS, BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 25, THENCE N87°48'16"W 14.13 FEET TO THE WEST RIGHT-OF-WAY LINE OF NORTH WALTON BOULEVARD; THENCE ALONG SAID RIGHT-OF-WAY LINE, N02°11'43"E 205.66 FEET TO A SET 5/8" REBAR CAPPED "BLEW 1532 MYERS 1826" BEING THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID RIGHT-OF-WAY LINE, N87°48'16"W 184.04 FEET TO A SET 5/8" REBAR CAPPED "BLEW 1532 MYERS 1826"; THENCE N02°11'43"E 146.70 FEET TO A FOUND 5/8" REBAR CAPPED "NEVILL AR 1636" MARKING THE SOUTH RIGHT-OF-WAY LINE OF NORTHWEST 7TH STREET; THENCE ALONG SAID RIGHT-OF-WAY LINE, S88°05'32"E 184.04 FEET TO A SET 5/8" REBAR CAPPED "BLEW 1532 MYERS 1826" MARKING THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF NORTHWEST 7TH STREET AND THE WEST RIGHT-OF-WAY LINE OF NORTH WALTON BOULEVARD; THENCE ALONG THE WEST RIGHT-OF-WAY LINE OF NORTH WALTON BOULEVARD, S02°11'43"W 141.20 FEET TO THE POINT OF BEGINNING, CONTAINING 0.608 ACRES, MORE OR LESS, SUBJECT TO EASEMENTS AND RIGHT-OF-WAYS OF RECORD.

LOT 2:

PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 20 NORTH, RANGE 31 WEST, BENTON COUNTY, ARKANSAS, BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 25, THENCE N87°48'16"W 14.13 FEET TO THE WEST RIGHT-OF-WAY LINE OF NORTH WALTON BOULEVARD; THENCE ALONG SAID RIGHT-OF-WAY LINE, N02°11'43"E 131.48 FEET TO A SET 5/8" REBAR CAPPED "BLEW 1532 MYERS 1826" BEING THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID RIGHT-OF-WAY LINE, N87°48'17"W 184.05 FEET TO A FOUND 1/2" REBAR; THENCE N02°13'09"E 74.18 FEET TO A SET 5/8" REBAR CAPPED "BLEW 1532 MYERS 1826"; THENCE S88°48'22"E 184.02 FEET TO A SET 5/8" REBAR CAPPED "BLEW 1532 MYERS 1826" MARKING THE WEST RIGHT-OF-WAY LINE OF NORTH WALTON BOULEVARD; THENCE ALONG SAID RIGHT-OF-WAY LINE, S02°11'43"W 74.18 FEET TO THE POINT OF BEGINNING, CONTAINING 0.313 ACRES, MORE OR LESS, SUBJECT TO EASEMENTS AND RIGHT-OF-WAYS OF RECORD.

35' UTILITY EASEMENT:

AN EASEMENT 35 FEET IN WIDTH, FOR THE PURPOSE OF UTILITIES, BEING A PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 20 NORTH, RANGE 31 WEST, BENTON COUNTY, ARKANSAS, SAID EASEMENT ALSO BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 25, THENCE N87°48'16"W 14.13 FEET TO THE WEST RIGHT-OF-WAY LINE OF NORTH WALTON BOULEVARD; THENCE ALONG SAID RIGHT-OF-WAY LINE, N02°11'43"E 131.48 FEET TO A SET 5/8" REBAR CAPPED "BLEW 1532 MYERS 1826"; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, N87°48'17"W 149.05 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING N87°48'17"W 35.00 FEET TO A FOUND 1/2" REBAR; THENCE N02°13'09"E 220.88 FEET TO A FOUND 5/8" REBAR CAPPED "NEVILL AR 1636" MARKING THE SOUTH RIGHT-OF-WAY LINE OF NORTHWEST 7TH STREET; THENCE ALONG SAID RIGHT-OF-WAY LINE, S88°05'32"E 61.89 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE, S48°03'29"W 37.45 FEET; THENCE S02°13'09"W 192.95 FEET TO THE POINT OF BEGINNING, CONTAINING 0.185 ACRES, MORE OR LESS.

20' DRAINAGE EASEMENT:

AN EASEMENT 20 FEET IN WIDTH, FOR DRAINAGE PURPOSES, BEING A PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 20 NORTH, RANGE 31 WEST, BENTON COUNTY, ARKANSAS, SAID EASEMENT ALSO BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 25, THENCE N87°48'16"W 14.13 FEET TO THE WEST RIGHT-OF-WAY LINE OF NORTH WALTON BOULEVARD; THENCE ALONG SAID RIGHT-OF-WAY LINE, N02°11'43"E 131.48 FEET TO A SET 5/8" REBAR CAPPED "BLEW 1532 MYERS 1826"; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, N02°11'43"E 121.51 FEET TO THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID RIGHT-OF-WAY LINE, THENCE N89°36'27"W 34.90 FEET; THENCE S54°10'20"W 32.27 FEET; THENCE S51°34'14"W 4.05 FEET; THENCE S78°15'54"W 56.68 FEET; THENCE S41°42'40"W 67.41 FEET; THENCE N87°45'15"W 22.78 FEET; THENCE N02°13'09"E 20.00 FEET; THENCE S87°46'51"E 13.35 FEET; THENCE N41°42'40"E 64.58 FEET; THENCE N78°15'54"E 58.55 FEET; THENCE N54°10'20"E 13.79 FEET; THENCE S85°52'57"E 2.97 FEET; THENCE N04°04'25"E 2.48 FEET; THENCE N54°10'20"E 74.71 FEET TO THE WEST RIGHT-OF-WAY LINE OF NORTH WALTON BOULEVARD; THENCE ALONG SAID RIGHT-OF-WAY LINE, S02°11'43"W 51.96 FEET TO THE POINT OF BEGINNING, CONTAINING 0.115 ACRES, MORE OR LESS.

COVENANT OF EASEMENT:

WE HEREBY DECLARE THAT THE COVENANT OF EASEMENT DEPICTED ON LOTS 1 AND 2 OF THIS LOT SPLIT SHALL BE HELD, SOLD, OR CONVEYED, SUBJECT TO THE FOLLOWING INTERESTS WHICH SHALL BECOME AN ACCESS EASEMENT AS GRANTED BY THIS PLAT, WHICH IS CREATED FOR THE PURPOSE OF PROTECTING THE VALUE AND DESIRABILITY OF LOT 2 AND WHICH SHALL RUN WITH THE REAL PROPERTY AND BE BINDING ON ALL PARTIES HAVING ANY RIGHT, TITLE OR INTEREST IN THE DESCRIBED PROPERTIES OR ANY PART THEREOF, OR THEIR HEIRS, SUCCESSORS, AND ASSIGNS, AND SHALL INURE TO THE BENEFIT OF EACH OWNER.

AN EASEMENT, FOR THE PURPOSE OF INGRESS AND EGRESS, BEING A PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 20 NORTH, RANGE 31 WEST, BENTON COUNTY, ARKANSAS, SAID EASEMENT ALSO BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 25, THENCE N87°48'16"W 14.13 FEET TO THE WEST RIGHT-OF-WAY LINE OF NORTH WALTON BOULEVARD; THENCE ALONG SAID RIGHT-OF-WAY LINE, N02°11'43"E 131.48 FEET TO A SET 5/8" REBAR CAPPED "BLEW 1532 MYERS 1826"; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, N02°11'43"E 12.29 FEET TO THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID RIGHT-OF-WAY LINE, N87°48'17"W 12.72 FEET, WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 14.12 FEET, WITH A RADIUS OF 9.54 FEET, WITH A CHORD BEARING OF N45°35'40"W, WITH A CHORD LENGTH OF 13.87 FEET; THENCE N02°11'43"E 11.14 FEET, WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 49.66 FEET, WITH A RADIUS OF 35.39 FEET, WITH A CHORD BEARING OF N50°21'47"W, WITH A CHORD LENGTH OF 45.68 FEET; THENCE N02°33'48"E 72.47 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF NORTHWEST 7TH STREET; THENCE ALONG SAID RIGHT-OF-WAY LINE, S88°05'32"E 21.64 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE, S02°01'14"W 57.06 FEET; THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 23.87 FEET, WITH A RADIUS OF 14.26 FEET, WITH A CHORD BEARING OF S40°21'05"E, WITH A CHORD LENGTH OF 21.18 FEET; THENCE S87°48'17"E 20.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF NORTH WALTON BOULEVARD; THENCE ALONG SAID RIGHT-OF-WAY LINE, S02°11'43"W 131.45 FEET TO THE POINT OF BEGINNING, CONTAINING 0.122 ACRES, MORE OR LESS.

SIGNATURE BLOCKS

CERTIFICATE OF OWNERSHIP:

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

DATE OF EXECUTION: _____

SIGNED: _____

PRINT NAME AND ADDRESS: _____

STATE OF ARKANSAS
COUNTY OF
SUBSCRIBED AND SWORN 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 CHAIRMAN

SIGNED: _____
MAYOR CITY OF BENTONVILLE

SIGNED: _____
CITY CLERK, CITY OF BENTONVILLE

CERTIFICATE OF SURVEYING ACCURACY:

I, BUCKLEY D. BLEW, 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 _____

BUCKLEY D. BLEW
REGISTERED LAND SURVEYOR
NO. AR 1532
STATE OF ARKANSAS

FLOOD ZONE INFORMATION

BY GRAPHIC PLOTTING ONLY, NO PORTION OF THIS PROPERTY IS IN ZONE "A" OR "AE" OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 05007C0090, WHICH BEARS AN EFFECTIVE DATE OF 9/28/2007 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA.

UTILITY INFORMATION

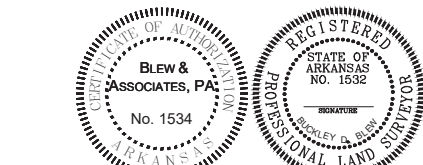
THE LOCATION OF UTILITIES SHOWN HEREON ARE FROM OBSERVED EVIDENCE OF ABOVE GROUND APPURTENANCES ONLY. THE SURVEYOR WAS NOT PROVIDED WITH UNDERGROUND PLANS OR SURFACE GROUND MARKINGS TO DETERMINE THE LOCATION OF ANY SUBTERRANEAN USES.

OWNER/DEVELOPER

APN: 01-00876-000
OWNER: BUSINESS CENTER LLC
MAILING: 991 BOB GLEN CIR, CENTERTON, AR 72719

SHEET 1 OF 2

DATE	REVISION HISTORY	BY
3/19/2026	PLANNING COMMENTS	ANC



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

BLEW

Surveying | Engineering | Environmental

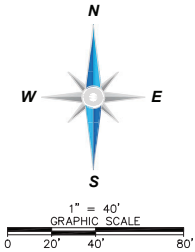
3825 N. SHILOH DRIVE - FAYETTEVILLE, AR 72703
OFFICE: 479.443.4506 - FAX: 479.582.1883
SURVEY@BLEWINC.COM
WWW.BLEWINC.COM

SURVEYOR JOB NUMBER: 25-5867	SURVEY DRAWN BY: ANC - 08/04/2025
SURVEY REVIEWED BY: TPN	SCALE: 1" = 40'
FOR THE USE AND BENEFIT OF: FINEBERG & ASSOCIATES	CITY OF BENTONVILLE PROJECT NO.: PP25-0008

LOT SPLIT

CREATING LOTS 1 AND 2 OF THE BOROUGHS SUBDIVISION

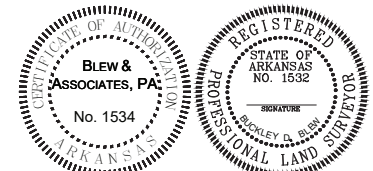
LOCATED IN: SECTION 25, TOWNSHIP 20 NORTH, RANGE 31 WEST
615 NORTH WALTON BOULEVARD, BENTON COUNTY, BENTONVILLE, ARKANSAS 72712



LEGEND & SYMBOLS

- FOUND MONUMENT (AS NOTED)
- SET 5/8" REBAR CAPPED "BLEW 1532 MYERS 1826"
- COMPUTED POINT
- AIR CONDITIONER
- GAS METER
- GAS VALVE
- ELECTRIC CABINET
- POWER POLE
- ELECTRIC METER
- TELEPHONE PEDESTAL
- STORM MANHOLE
- WATER METER
- WATER VALVE
- DRAIN GRATE
- CURB INLET
- SIGN
- CLEANOUT
- (M) MEASURED/CALCULATED DIMENSION
- (R) RECORD DIMENSION
- R/W RIGHT-OF-WAY
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- BOUNDARY LINE
- CENTERLINE (CL)
- FENCE LINE
- OVERHEAD POWER LINE
- UNDERGROUND WATER LINE
- STORM SEWER LINE
- SANITARY SEWER LINE

I HEREBY CERTIFY THIS TO BE TRUE AND CORRECT
TO THE BEST OF MY KNOWLEDGE AND BELIEF
ON THIS THE 7TH DAY OF APRIL, 2025.



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

LINE TABLE

LINE	BEARING	DISTANCE
L1(M)	N 87°48'16" W	14.13'
L1(R)	WEST	14.13'

BLEW

Surveying | Engineering | Environmental

3825 N. SHILOH DRIVE - FAYETTEVILLE, AR 72703
OFFICE: 479.443.4506 - FAX: 479.582.1883
SURVEY@BLEWINC.COM
WWW.BLEWINC.COM

SURVEYOR JOB NUMBER: 25-5867	SURVEY DRAWN BY: ANC - 08/04/2025
SURVEY REVIEWED BY: TPN	SCALE: 1" = 40'
FOR THE USE AND BENEFIT OF: FINEBERG & ASSOCIATES	CITY OF BENTONVILLE PROJECT NO.: PP25-0008

SHEET 2 OF 2

ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A LOT SPLIT OF PARCEL 01-00876-000 CREATING
NEW LOTS 1 AND 2 OF THE BOROUGH SUBDIVISION TO THE CITY OF
BENTONVILLE, ARKANSAS; AND FOR OTHER PURPOSES.
(PROJECT NUMBER: PP25-0008)**

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the lot split of PARCEL 01-00876-000 creating new LOTS 1 AND 2 OF THE BOROUGH SUBDIVISION to the City of Bentonville, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on May 5, 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 PARCEL 01-00876-000 creating new LOTS 1 AND 2 OF THE BOROUGH SUBDIVISION to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes;

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

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

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

PASSED AND APPROVED this _____ day of _____, 2026.

APPROVED:

ATTEST:

Stephanie Orman, Mayor

Malorie Marrs, City Clerk



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	5/12/2026	Submitted By:	Mayor's Office
Phone:		For Department(s):	City Council
Email:	stephanie.orman@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	☒ Appointment

Title, Recommendation & Justification

Title:	City Council Vacancy Discussion and Action
Action Recommendation & Justification:	City Council shall decide how to proceed with the current vacancy under the options defined by Arkansas Law, A.C.A. §14-43-411. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	Council must vote to approve one of the following: 1. Appoint a qualifying person to fill the remainder of the vacant term OR 2. Hold a special election. If #2 is chosen, Council may appoint a qualifying person to fill the vacancy until the election OR Council may keep the position vacant until the election.
Amount for Approval:	\$ 0

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

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

Fund(s) Impacted

(check all that apply)

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

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

www.bentonvillear.com

Please Recycle!



LEGAL DEPARTMENT MEMORANDUM

TO: City Council

FROM: Mayor Orman

DATE: May 7, 2026

RE: City Council Vacancy Legal and Procedural Overview

As Council considers the process for filling the current council vacancy, the following summary is provided as a general reference regarding the options available under Arkansas law, along with related procedural considerations.

1. Options Available to Fill the Vacancy

Under Arkansas Code §14-43-411, the City Council has the following options:

- Appoint a qualified individual to serve the remainder of the unexpired term;
- Call a special election and appoint a qualified individual to serve on an interim basis until the election is held; or
- Call a special election and leave the position vacant until the election occurs.

If a special election is conducted, the individual elected would only serve the remainder of the unexpired term.

2. Eligibility of an Appointed Council Member to Run for the Seat

Based on current statutory review and guidance from the Arkansas Municipal League, an individual appointed to fill a municipal council vacancy may run for the same seat in a subsequent election. The restriction on an appointed official “succeeding themselves” under Arkansas Constitution Amendment 29 applies to certain county and state offices and does not apply to municipal offices governed under Arkansas Code Title 14.

3. Permissible Dates for a Special Election

Under Arkansas Code §7-11-105, special elections to fill vacancies may only be held on certain designated dates.

For 2026, the only available election dates are:

- August 11, 2026, or
- November 10, 2026

State law also requires the election to occur at least seventy (70) days after the date established for drawing ballot position.

4. Requirement to Use the Earliest Election Date

Based on current statutory review and guidance from the Arkansas Municipal League:

- August 11, 2026 remains available if all statutory deadlines and procedural requirements can be met;
- Council does not appear to be legally required to use the earliest available election date; and
- November 10, 2026 also appears to be a legally permissible option if all required procedures are satisfied.

No statute was identified requiring the special election to be held in August rather than November.

5. Effect of Vacancy on Quorum Requirements

A vacancy does not alter quorum requirements. Under Arkansas law, quorum is determined based on the total authorized number of council seats, not the number of seats currently occupied. Therefore, the number required for a quorum remains unchanged despite the vacancy.

6. Recommended Procedure

- Applicant for the vacancy will be called to address Council, in reverse alphabetical order.
- Each applicant will present to Council their reasons, involvement, and qualifications that they believe make them the most appropriate choice for the vacancy.
- Applicant presentations shall have a set time determined by Council (suggested three to five minutes).
- If Council decides to appoint an applicant, for either the remaining term or until a special election, following the conclusion of the presentations, Council will nominate (with a motion and second) and vote on one of the candidates. To successfully be chosen, the person must have a majority vote of the remaining Council members, which is seven (7). Four (4) Council “yes” votes is required for an applicant to be chosen.